

**STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION
FOR MEETING OF: April 12, 2022**

ITEM 2 - Request for a Zone Change (ZC-22;2-2) from the “A,” Agricultural zoning district to the “AG,” Exclusive Agriculture zoning district in conjunction with a request for inclusion of the same 120 acres into a California Land Conservation Act (CLCA) contract. (APN’s: 001-230-014 & 001-230-019)

Applicant: 2003 Kevin W. Bohall Trust

Supervisor District: 5

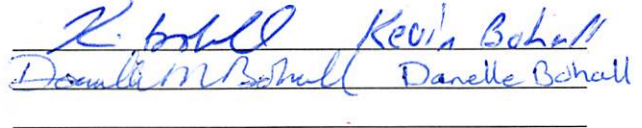
Location: 2727 and 2749 Irish Ridge Road Ione, CA 95640

- A. General Plan Designation:** AG, General Agriculture
- B. Current Zoning:** A, Agricultural
- C. Proposed Zoning:** AG, Exclusive Agriculture
- D. Project Description:** The applicant has applied for inclusion of approximately 120 acres into a new California Land Conservation Act (Williamson Act) contract. The intended use of the property is dry pasture grazing for cattle. Applications for Williamson Act contracts include a simultaneous request to rezone the contracted property to AG, Exclusive Agriculture because the permitted uses in the AG zone become the land use limitations of the contract.
- E. Agricultural Advisory Committee Recommendation:** The Agricultural Advisory Committee reviewed the request for inclusion into a Williamson Act contract on March 2, 2022 and recommended approval of the request to the Board of Supervisors with the condition that all affected parcels be merged into a single legal parcel.
- F. Planning Commission Action:** Following the public hearing, the first action of the Planning Commission should be a decision on the adequacy of the proposed Categorical Exemption as the appropriate environmental document. Next, the Planning Commission should make a recommendation regarding the Zone Change Application. This recommendation shall be forwarded to the Board of Supervisors for consideration at the Public Hearing to review the Zone Change Application. Should the Planning Commission recommend approval of the zone change from A, Agricultural District to AG, Exclusive Agriculture District to the Board of Supervisors, the findings below are recommended for inclusion with the motion to approve.
- G. Recommended Findings:**
 - 1. The zone change is consistent with the Amador County General Plan Land Use designation for the property;
 - 2. The agricultural preserve will meet the agricultural improvement requirements of the Exclusive Agriculture zoning district for parcels of at least 100 acres but less than 160 acres as outlined in County Code § 19.24.036 D(2); and
 - 3. The zone change is categorically exempt from CEQA according to Section 15317, Class 17 of the State CEQA Guidelines (Open Space Contracts or Easements) and a Notice of Exemption will be adopted and filed with the County Recorder-Clerk.

REQUEST TO FORM AGRICULTURAL PRESERVE

I hereby request the Board of Supervisors of Amador County to establish my property, described below, in an agricultural preserve in accordance with the provisions of the California Land Conservation Act of 1965. In the event that the Board elects to establish such a preserve, I also request that the Board direct the Planning commission to initiate hearings to rezone said land to an "AG," Exclusive Agriculture zone. I also request that the Assessor consolidate the tax parcels on said land wherever possible. I understand the inclusion of said land in an agricultural preserve is conditioned on the execution of a land conservation contract between myself and Amador County.

ITEM A Signature(s) of all owner(s), owner(s) of interest, and lien holder(s) as shown on the attached title report.


 Kevin Bohell
 Danella M Bohell

ITEM B Attach current title report.

ITEM C Attach legal description of all property included in this request.

ITEM D Attach Assessor's parcel map(s) of property. Outline exactly that property included in this request. Show on map(s) how property is used and summarize on the table below. List uses and acreages within request only. Attach additional sheets if necessary.

Assessor's Parcel No.	Acres	Agricultural Uses		Compatible Uses	
		Description	Acres	Description	Acres
001-230-014	80	cattle grazing	80		
001-230-019	40	cattle grazing	40		
Total Acres in request.	120				

Are there uses on the property which are not listed on either the agricultural or compatible use lists? _____
If so, explain below.

ITEM E: AGRICULTURAL PRODUCTION FROM THE LAND

Use	Crop	Production	Comments
Dry Pasture	<i>cattle</i>	<i>20</i> Animal Units	<i>Annual</i>
Irrigated Pasture		Animal Units	
Field Crops		Tons Per Acre	
		Tons Per Acre	
Row Crops		Tons Per Acre	
		Tons Per Acre	
Orchard		Tons Per Acre	
Other			

ITEM F: OTHER INCOME FROM THE LAND

Hunting	Fishing	Mineral	Other
Per Year	Per Year	Per Year	Per Year
\$	\$	\$	\$

ITEM G: LEASES

			Acres
1. Portion of subject property which is owner operated.			<i>120</i>
2. Portion(s) leased or rented to others. Provide Name & Address of lessee(s).	Use	Cash Rent Per Acre	
3. Portion(s) share cropped to others. Provide Name & Address of lessee(s)	Crop	% to Owner	
If operating expenses are shared by owner, explain:			

ITEM H: IMPROVEMENT AND INCOME STATEMENT

1. PERMANENT AGRICULTURAL IMPROVEMENTS

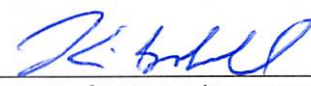
Type of Improvement	Estimated Value
Barn(s) 1-HAY 1-Shop	\$60,000.00
Corral(s)	\$10,000.00
Fences	\$20,000.00
Wells 2 Residential 10d Ag	
Water Systems - 2 stock ponds	
Other (specify)	
TOTAL	

2. ESTIMATED INCOME

Use	Estimated Annual Income
Cattle	\$20,000.00
TOTAL	\$20,000.00

I certify that the information presented in this application is true and correct to the best of my knowledge.

NAME: Kevin Bohall
 ADDRESS: P.O. Box 241
 CITY: Plymouth, LA 70669
 PHONE: (209)-304-7829


 Signature of person who prepared application.
2/15/22
 Date

Additional persons to be notified concerning action on this request:

NAME: _____
 ADDRESS: _____
 CITY: _____
 PHONE: _____

NAME: _____
 ADDRESS: _____
 CITY: _____
 PHONE: _____

EXHIBIT "A"

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

PARCEL ONE:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 34, Township 7 North, Range 9 East, M.D.B.&M.

WE NOTE BUT DO NOT INSURE THE FOLLOWING:

TOGETHER WITH an easement 50 feet in width for road and utility purposes, over, under, along and across the Northerly 50 feet of the South half of the Southwest quarter of Section 35, Township 7 North, Range 9 East, M.D.M., and the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

ALSO TOGETHER WITH an easement 50 feet in width for road and utility purposes over, under, and across the Southerly 25 feet of the Northwest quarter of the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

APN: 001-230-014-000

PARCEL TWO:

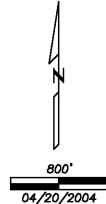
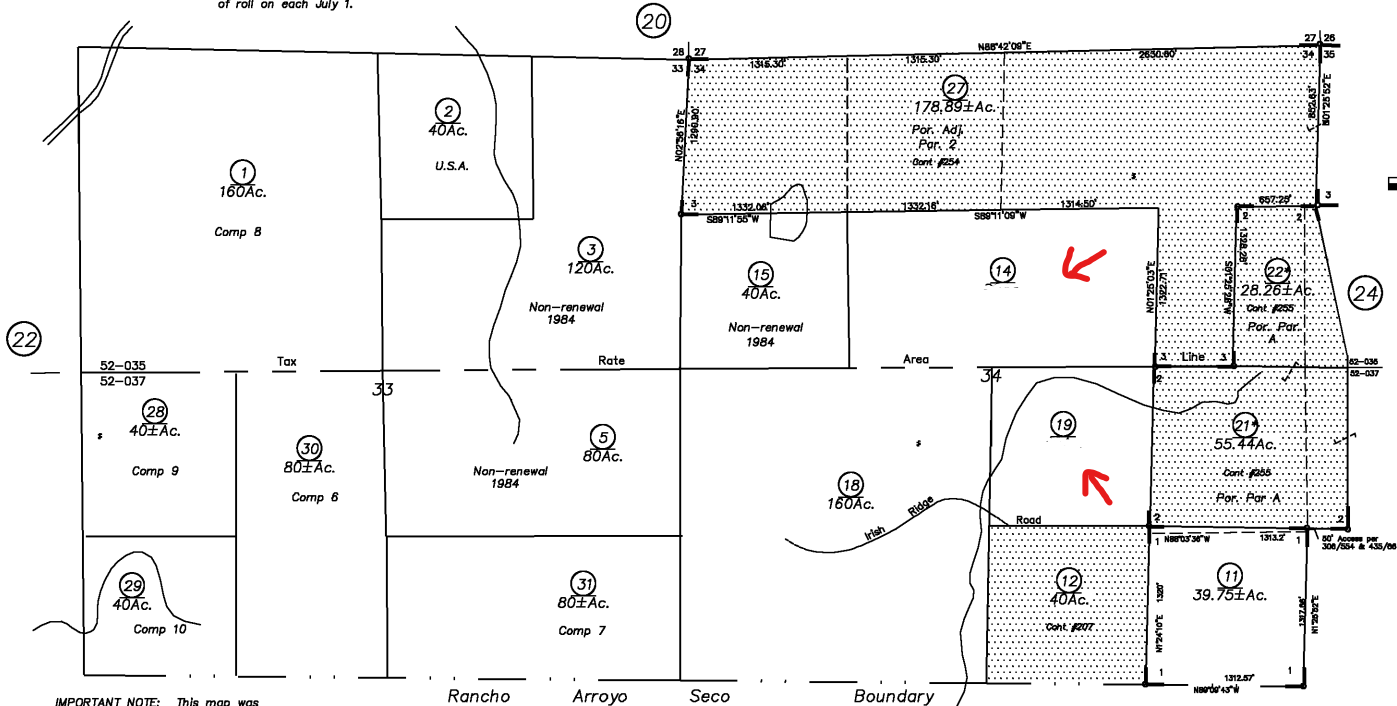
The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 North, Range 9 East, M.D.B.&M.

WE NOTE BUT DO NOT INSURE THE FOLLOWING:

TOGETHER WITH an easement 50 feet in width for road and utility purposes, over, under, along and across the Northerly 50 feet of the South half of the Southwest quarter of Section 35, Township 7 North, Range 9 East, M.D.M., and the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

APN: 001-230-019-000

Map changes become effective with the 2004-2005 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.



IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

05
02

- R.M. Bk.28, Pg.53 (1/19/77)
- R.M. Bk.32, Pg.15 (1/30/78)
- 1-P.M. Bk.38, Pg.92 (12/21/84)
- 2-R.M. Bk.45, Pg.62 (6/28/91)
- 3-R.M. Bk.48, Pg.16 (2/23/94)

05
02

31

*Parcel split by TRA line

Assessor's Map Bk.01, Pg.23
County of Amador, Calif.

Order No. 42381-TO

Western Land Title Company, Inc.

Issuing Agent for WESTCOR Land Title Insurance Company
34A Summit Street
Jackson, CA 95642
Ph. 209-223-0482 Fax 209-223-0532
California Department of Insurance License No. 222

Date: February 4, 2022

Our Order No.: 42381-ER

Reference: Bohall

Issued for the use of:

Kevin and Danelle Bohall

When Replying Please Contact:

Escrow Officer : Evelyn Ryan
Title Officer : Stacy Toma
Title Examiner : Alisha Olsvold

Email: evryan@westernlandtitle.com
Email: titleonly@westernlandtitle.com

PRELIMINARY REPORT

In response to the above referenced application for a Policy of Title Insurance, **WESTERN LAND TITLE COMPANY, INC.**, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the Office which issued this Report.

Please read the Exceptions shown or referred to below and the Exceptions and Exclusions set forth in Exhibit A of this Report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the Title Insurance Policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the conditions of title and may not list all liens, defects and encumbrances affecting title to the land.

This Report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

By: stoma
Title Officer

Order No. 42381-TO

Proposed Buyer/Borrower: N/A

Proposed Insured: N/A

Proposed Loan Amount: N/A

Property Address: 2749 Irish Ridge Rd., Lone, CA 95640 as to Parcel 1
2727 Irish Ridge Rd., Lone, CA 95640 as to Parcel 2

Effective Date: January 28, 2022 @7:30 a.m.

The form of Policy of Title Insurance contemplated by this Report is:

Preliminary Report for Williamson Act Application

The estate or interest in the land described or referred or covered by this Report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

KEVIN W. BOHALL, TRUSTEE OF THE 2003 KEVIN W. BOHALL TRUST AS TO PARCEL ONE; AND KEVIN W. BOHALL AND DANIELLE M. BOHALL, TRUSTEES OF THE 2003 KEVIN W. BOHALL TRUST AS TO PARCEL TWO.

The land referred to in this Report is situated in the County of Amador, State of California and is described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

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

PARCEL ONE:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 34, Township 7 North, Range 9 East, M.D.B.&M.

WE NOTE BUT DO NOT INSURE THE FOLLOWING:

TOGETHER WITH an easement 50 feet in width for road and utility purposes, over, under, along and across the Northerly 50 feet of the South half of the Southwest quarter of Section 35, Township 7 North, Range 9 East, M.D.M., and the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

ALSO TOGETHER WITH an easement 50 feet in width for road and utility purposes over, under, and across the Southerly 25 feet of the Northwest quarter of the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

APN: 001-230-014-000

PARCEL TWO:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 North, Range 9 East, M.D.B.&M.

WE NOTE BUT DO NOT INSURE THE FOLLOWING:

TOGETHER WITH an easement 50 feet in width for road and utility purposes, over, under, along and across the Northerly 50 feet of the South half of the Southwest quarter of Section 35, Township 7 North, Range 9 East, M.D.M., and the Southeast quarter of Section 34, Township 7 North, Range 9 East, M.D.M.

APN: 001-230-019-000

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At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said Policy form would be as follows:

1. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

2. Terms and provisions as contained in an Instrument,

Entitled : Judgement
Recorded : October 23, 1983 in Book 435, Page 66
Amador County Official Records

3. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following:

Instrument : Grant Deed
Reserved by : William E. Bohall and Debra K. Bohall, husband and wife, as joint tenants
For : An easement 50 feet in width for road and utility purposes
Recorded : April 9, 1986 in Book 485, Page 183
Amador County Official Records
Affects : The Southerly 25 feet of the Northwest

NOTE: Affects Parcel Two.

4. A deed of trust to secure the indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$103,000.00
Trustor/Borrower : William Earl Bohall and Debra Karen Bohall, husband and wife as joint tenants
Trustee : Western Auxiliary Corporation
Lender : Bank of Lodi, N.A.
Dated : May 13, 2003
Recorded : May 22, 2003 as Instrument No. 2003-0007787
Amador County Official Records
Loan No. : 7002455
"MIN" : None Shown
Returned to : Bank of Lodi, N.A.
701 S. Ham Lane
Lodi, CA 95242

NOTE: Affects Parcel Two.

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5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following:

Instrument : Easement Deed
Granted to : William Earl Bohall and Debra Karen Bohall, co-trustees of the William Earl Bohall and Debra Karen Bohall 2001 Trust
For : A well and water line easement
Recorded : October 9, 2007 as Instrument No. 2007-0010791
Amador County Official Records
Affects : A portion of the Southeast ¼ of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ of Section 34, T.7N., R.9E., M.D.M. See referenced document for particulars.

NOTE: Affects Parcel One.

NOTE: The above easement appears to have merged with the ownership of the fee title to the land which it burdens and may no longer exist or be desired.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following:

Instrument : Easement Deed
Granted to : Kevin W. Bohall, Trustee of the 2003 Kevin W. Bohall Trust
For : A 50 foot wide access and utility easement
Recorded : October 9, 2007 as Instrument No. 2007-0010792
Amador County Official Records
Affects : A portion of the Northwest ¼ of the Southeast ¼ of Section 34, T.7N., R.9E., M.D.M. See referenced document for particulars.

NOTE: Affects Parcel Two.

NOTE: The above easement appears to have merged with the ownership of the fee title to the land which it burdens and may no longer exist or be desired.

7. Agreement for : An alternative sewage disposal system
Executed by and between : The County of Amador, a political subdivision of the State of California, by and through its Department of Environmental Health and Kevin W. Bohall, Trustee of the 2003 Kevin W. Bohall Trust

On the terms, covenants and conditions contained therein,

Dated : August 1, 2008
Recorded : August 6, 2008 as Instrument No. 2008-0006696
Amador County Official Records
Returned to Address : Amador County Dept. of Environmental Health
810 Court Street
Jackson, CA 95642

NOTE: Affects Parcel One.

8. Terms and conditions contained in the 2003 Kevin W. Bohall Trust as disclosed by a Grant Deed recorded October 9, 2007 as Instrument No. 2007-0010789 and a Grant Deed recorded December 22, 2020 as Instrument No. 2020-0012114, Amador County Official Records.

NOTE: The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5. The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

INFORMATIONAL NOTES

The information herein set forth is supplemental to the Preliminary Report.

- A) According to the public records, there have been no Deed(s) conveying the property in this Report within twenty-four (24) months prior to the date of this Report, except as for:

NONE

- B) Property Address: 2749 Irish Ridge Rd., Lone, CA 95640 as to Parcel One
2727 Irish Ridge Rd., Lone, CA 95640 as to Parcel Two

- C) This property appears to be in an Unincorporated Area

- D) Taxes and assessments, general and special, for the fiscal year 2021-22, are paid as follows:

Assessor's Parcel No.	:	001-230-014-000
Code Area	:	052-035
1 st Inst.	:	\$1,673.51 (PAID)
2 nd Inst.	:	\$1,673.51 (PAID)
Land	:	\$119,497.00
Improvement Value	:	\$206,500.00
P.P Value	:	\$0
Exemption	:	\$0

The installments shown above include the following charges per installment:

a) County General	:	\$1,629.98
b) ACUSD 2002 Bond	:	\$22.00
c) AFPD Amador Fire Protection Dist.	:	\$21.53

- 1a. Taxes and assessments, general and special, for the fiscal year 2021-22, are paid as follows:

Assessor's Parcel No.	:	001-230-019-000
Code Area	:	052-037
1 st Inst.	:	\$991.33 (PAID)
2 nd Inst.	:	\$991.33 (PAID)
Land	:	\$59,853.00
Improvement Value	:	\$131,522.00
P.P Value	:	\$0
Exemption	:	\$0

The installments shown above include the following charges per installment:

a) County General	:	\$956.88
b) ACUSD 2002 Bond	:	\$12.92
c) AFPD Amador Fire Protection Dist.	:	\$21.53

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E) The map attached, if any, may or may not be a survey of the land depicted hereon. This company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

F) NOTE: RECORDING TIMES FOR AMADOR COUNTY ARE AS FOLLOWS:

9:00 A.M. AND 2:00 P.M.

****RECORDING TIMES MAY DIFFER WITH COVID CLOSURES TO THE COUNTY OFFICES ****

CUT OFF TIME TO RELEASE YOUR RECORDING IS 3:00 P.M. THE DAY PRIOR TO ANTICIPATED RECORDING.

SAME DAY RECORDINGS ARE ALLOWED ONLY UNDER CERTAIN CIRCUMSTANCES.

PLEASE ADVISE US IN ADVANCE OF YOUR PROPOSED RECORDINGS SO THAT WE MAY BEST ACCOMMODATE YOUR NEEDS.

NOTE: PLEASE BE ADVISED THAT OUR COUNTY RECORDER **WILL NOT** ACCEPT FAXED COPIES OF DOCUMENTS FOR RECORDING. ALL DOCUMENTS THAT ARE SENT TO US TO RECORD MUST BE ORIGINAL COPIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

This Report is subject to a minimum cancellation charge of \$500.00, as required by Section 12404 of Insurance Code and Rule 2 of Department of Insurance Bulletin No. NS-35E.

CALIFORNIA "GOOD FUNDS" LAW

Effective **January 1, 1990**, California Insurance Code Section 12413.1, (Chapter 598, Statutes of 1989), prohibits a Title Insurance Company, controlled Escrow Company, or Underwritten Title Company from disbursing funds, from an Escrow or Sub-escrow account, (**EXCEPT** for funds deposited by **WIRE TRANSFER, ELECTRONIC PAYMENT** or **CASH**) until the day these funds are made available to the depositor pursuant to Part 229 of Title 12 of the Code of Federal Regulations (Reg. CC). Items such as **CASHIER'S CERTIFIED** or **TELLER'S CHECKS** may be available for disbursement on the business day following the business day of deposit; however, other forms of deposit may cause extended delays in closing the escrow or sub-escrow.

NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

**CLTA PRELIMINARY REPORT FORM
Exhibit A (06-05-14)**

CLTA STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation

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of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
(12-02-13) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

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4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- c. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- I For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount shown in Schedule A or \$2,500.00	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records.

This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, or This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

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2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



PLANNING DEPARTMENT

APPLICATION FOR ZONE CHANGE

Application for a zoning change shall include the following:

1. A. Name of Property Owner 2003 Kevin W. Bohall Trust
Mailing Address P.O. Box 241
Plymouth, CA 95669
Phone Number (209) 304-7829
- B. Name of Applicant Kevin Bohall
Mailing Address P.O. Box 241
Plymouth, CA 95669
Phone Number (209) 304-7829
- C. Name of Representative _____
Mailing Address _____

Phone Number _____

2. Assessor Parcel Number(s)
3. Letter of application explaining purpose of request, description of proposed uses, and other pertinent information. **Note: It is to your benefit to be as specific as possible with your application information.**
4. Letter of authorization if landowner is being represented by another party.
5. Submit a plot plan of parcel showing location of project in relation to property lines and any existing structures/improvements (roads, parking areas, etc.) on the property as well as all proposed structures/improvements (may wish to make separate maps). NOTE: An Assessor Plat Map can be obtained from the Surveying and Engineering Department (810 Court Street, Jackson, CA) for the purpose of aiding in drawing of the plot plan.
6. Copy of deed(s) to property.
7. Completed Environmental Information Form and Indemnification Agreement.
8. Filing fee of \$1,179.00 (see attached schedule of fees).
9. Application Form to be signed at the time of project presentation in the Planning Department.

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant; use additional sheets as necessary.
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: APN 001-230-014-000 & 001-230-019-000 Williamson Act Zone Change

Date Filed: _____ File No. _____
Applicant/ _____
Developer Kevin Bohall Landowner 2003 Kevin W. Bohall Trust
Address P.O. Box 241, Plymouth, CA 95669 Address P.O. Box 241, Plymouth, CA 95669
Phone No. (209)304-7829 Phone No. (209) 304-7829
Assessor Parcel Number(s) APN 001-230-014-000 & 001-230-019-000
Existing Zoning District AG-40
Existing General Plan A, Agricultural

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies _____
Parcel Map and Williamson Act Application In place of site map. Needed Zone Change to AG, Exclusive Agriculture.

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

ADDITIONAL INFORMATION Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO


- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Change in pattern, scale, or character of general area of project. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Significant amounts of solid waste or litter. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Change in dust, ash, smoke, fumes, or odors in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Substantial change in existing noise or vibration levels in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Site on filled land or has slopes of 10 percent or more. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. Does this project have a relationship to a larger project or series of projects? |

ENVIRONMENTAL SETTING

29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 2/17/2022



 (Signature)

For _____

INDEMNIFICATION

Project: APN 001-230-014-000 & 001-230-019-000 Williamson Act Zone Change

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.

3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:

Owner (if different than Applicant):



Signature

Signature

OFFICIAL RECEIPT

COUNTY OF AMADOR
Jackson, California

Date February 23 2022

RECEIVED FROM The Kevin W Bohall Trust

ADDRESS Po Box 241 Plymouth, CA 95669

Three thousand and Six hundred five and ~~xx~~100 DOLLARS (\$ 3,605.00)

For Williamson Act application (2376), Zone Change (\$1,179) application,
and Recording admin fee (\$50) for APN:001,230,014 & 019

ACCOUNT			How Paid ✓	
Amount Due	<u>3605</u>	<u>00</u>	Cash	
Amount Paid	<u>3605</u>	<u>00</u>	Check	<u>219</u>
			Money Order	
			Credit Card	

Planning Department
By Rustan Bhatan Deputy

No 93858

COMMENTS



Ruslan Bratan <rbratan@amadorgov.org>

AMA-16 Zone Change (ZC) Bohall

Bauldry, Paul@DOT <paul.bauldry@dot.ca.gov>
To: Ruslan Bratan <rbratan@amadorgov.org>
Cc: "Ponce, Gregoria@DOT" <gregoria.ponce@dot.ca.gov>

Tue, Mar 1, 2022 at 1:29 PM

Hello Ruslan,

The California Department of Transportation (Caltrans) appreciates the opportunity to comment on the Request for a Kevin W Bohall Trust Zone Change (ZC) application from the Agricultural "A" zoning district to the Exclusive Agriculture "AG" zoning district in conjunction with a request for inclusion of 120 acres into a California Land Conservation Act (CLCA) Contract (Williamson Act).

The property is located at 2727 and 2749 Irish Ridge Road in Ione. The Assessor's Parcel Numbers are 001-230-014 & 001-230-019.

Caltrans has no comments at this time. However, Caltrans requests to be included in the review process for any future development.

Thanks,

Paul Bauldry

Caltrans District 10

Office of Rural Planning

Division of Planning, Local Assistance, and Environmental

1976 E. Dr. Martin Luther King Jr Blvd.

Stockton CA 95205

Telework # 209.670.9488

- | | |
|---|-----------------------|
| 1. Notice of Intent (NOI). | Initial
<u>N/A</u> |
| 2. GIS List. <u>300</u> ft. Plus <u>Eagles Nest Airport</u>
<small>(Distance) (Special Instructions: e.g. to end of access road)</small> | <u>RB</u> |
| 3. Checked <u>all</u> APN pages of those parcels from the GIS list for "NOTES" or
a. "SPECIAL INSTRUCTIONS." | <u>RB</u> |
| 4. Project Applicant and Representative(s), if applicable. | <u>RB</u> |
| 5. Checked Project file cover for agency distribution. | <u>RB</u> |
| 6. Checked inside file for special requests for notification. | <u>RB</u> |
| 7. Checked old notification list for additional notification. | <u>RB</u> |
| 8. Other – Specify:

_____ | |



AFFIDAVIT OF SERVICE BY MAIL

I am a citizen of the United States, over eighteen years of age, employed in Amador County, and not a party to the within action; my business address is 810 Court Street, City of Jackson, State of California. I hereby declare I served a copy of the attached public hearing notice regarding ZC-2242-2 Bohall A to A6 by placing copies in 7 envelopes addressed to: (see attached list).

Said envelopes were then sealed and postage fully paid thereon and were deposited in the United States Mail on 3-28-22 at Jackson, California.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Jackson, California on 3-28-22

Signed 
Witness 



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 257-5002
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

NOTICE OF PUBLIC HEARING

Notice is hereby given the Planning Commission of the County of Amador, State of California, has received an application for the project described in this notice.

PROJECT NAME AND DESCRIPTION: Request for a zone change from the "A," Agricultural zoning district to the "AG," Exclusive Agriculture zoning district in conjunction with a request for inclusion of 120 acres into a California Land Conservation Act (CLCA) Contract. APN: 001-230-014 & 001-230-019

PROPERTY OWNERS: 2003 Kevin W. Bohall Trust
SUPERVISORIAL DISTRICT: 5
LOCATION: 2727 and 2749 Irish Ridge Road Ione, CA 95640

NOTE: SEE MAP ON REVERSE. *The Staff Report will be available online (typically the Tuesday prior to the meeting) for viewing at <http://www.amadorgov.org> in the "Agendas and Minutes" section.*

ENVIRONMENTAL REVIEW PROCESS: In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15317 of State CEQA Guidelines for the establishment of agricultural preservers .

PUBLIC HEARING: Notice is hereby given said Planning Commission will hold a public hearing on this project at the County Administration Center, Board of Supervisors Chambers, 810 Court Street, Jackson, California, on **April 12, 2022** at **7:00 p.m.** or as soon thereafter as can be heard. Anyone having comments on the project may attend and be heard.

THE AMADOR COUNTY PLANNING COMMISSION WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT THE ABOVE ADDRESS, WE STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME BY CALLING IN USING ANY OF THE FOLLOWING NUMBERS:

+1 669 900 6833 US
+1 346 248 7799 US

+1 301 715 8592 US
+1 312 626 6799 US

+1 929 205 6099 US
+1 253 215 8782 US

Meeting ID: 537 512 8983

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://us02web.zoom.us/j/5375128983>

The Chairperson will invite the public to comment via phone/online. Public comment will also be accepted by email at planning@amadorgov.org. All emails must be received prior to the start of the meeting and will be included in the record of the meeting. Emails received after those already included in the meeting materials will be printed and distributed to the Commissioners and available to the public, and shall be subject to the same rules as would otherwise govern speaker comments at the Commission meeting.

Letters of comment regarding this matter received by the County prior to the publication of the Staff Report will be sent to each Planning Commissioner as part of the agenda packet (generally the Tuesday prior to the meeting). Letters received after the Staff Report has been published will be copied and circulated to each Commissioner just prior to the public hearing. Be advised that due to time constraints, the Commissioners may not be able to give letters submitted after the Staff Report is published, as detailed a review as those received earlier. Therefore, it may be to your benefit to attend the hearing and

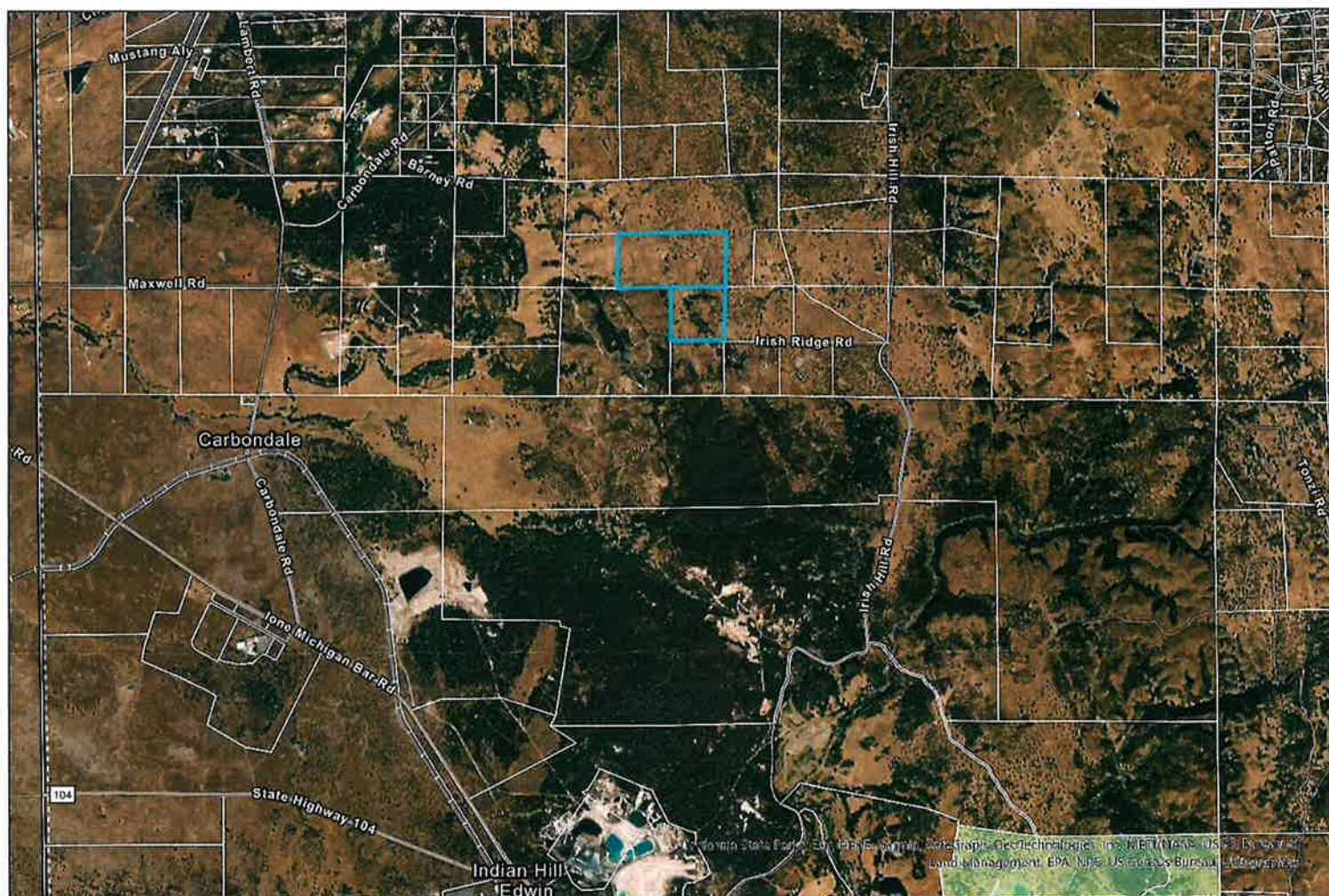
summarize your concerns orally. Letters will not be read aloud at the public hearing. If you have any questions or desire more information, please contact this office.

In compliance with the Americans with Disabilities Act, if you are a person with a disability and require special modification or accommodation to participate in this meeting, please contact the Amador County Planning Department, at (209) 223-6380, by email to planning@amadorgov.org. Requests must be made as early as possible, and at least two business days before the start of the meeting.





NOTE: If you do not comment at the public hearing or send in written comments and later decide to challenge the nature of this proposed action in court, you may be limited to raising only those issues you raised at the public hearing or have given in written correspondence delivered to the public entity conducting the hearing at, or prior to, the Public Hearing.

AMADOR COUNTY PLANNING COMMISSION
Date of this notice: March 28, 2022

SUBJECT AREA HIGHLIGHTED IN BLUE



Legend

-  Amador County Border
-  Assessor Parcels
-  City Limits
-  Ione

ZC-22;2-2
2003 KEVIN W BOHALL TRUST

