

TEHAMA COUNTY PLANNING DEPARTMENT

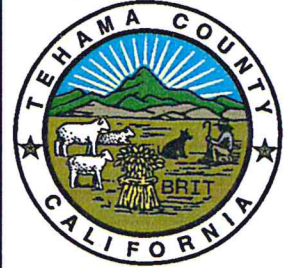
Scot Timboe- Director of Planning

444 Oak Street, Room "I", Courthouse Annex Second Floor

Red Bluff, California 96080

Telephone (530) 527-2200 Email: planning@co.tehama.ca.us

**NOTICE OF NON-RENEWAL OF AGRICULTURAL
LAND USE CONTRACT**



Step 1:

Contact the **Tehama County Planning Department at 527-2200, 444 Oak Street, Room I, Red Bluff** to determine the correct information to complete the "Notice of Nonrenewal of Agricultural Land Use Contract" form.

Step 2:

Complete the form and fill in all blanks. Be sure to indicate if the notice is for a **full** or **partial** nonrenewal by checking the applicable choice. Include a copy of the following:

legal description

- copy of the map depicting the property must be attached and be sure to indicate the APN (Assessor's Parcel Number).
- Page 1 of the Contract (Identifying the Contract number)
- Exhibit "A" of the Contract (Identifying the Assessor's Parcel Number in the Contract)

Step 3:

Once the form is complete, please have your signature notarized and return the form to:

Tehama County Planning Department
444 Oak Street, Room "I"
Red Bluff, CA 96080

Once the Planning Department has made a final review of the document, they will submit it to the Clerk of the Board of Supervisors. Upon receipt by this office, the Notice of Nonrenewal will be recorded and processed.

If the notice is for a **partial** nonrenewal, the matter will be placed on the Board of Supervisors agenda for acceptance of the Notice of Nonrenewal and it will then be recorded after the Board meeting.

If you have any questions, please contact the Planning Department at 527-2200 or the Clerk of the Board of Supervisors Office at 527-3287.

THE TEHAMA COUNTY PLANNING DEPARTMENT HEREBY APPROVES THE ATTACHED NOTICE OF NONRENEWAL.

**THE TEHAMA COUNTY PLANNING DEPARTMENT HEREBY APPROVES THE ATTACHED
NOTICE OF NONRENEWAL.**

Signature

RECORDING REQUESTED BY
AND MAILED TO:

Clerk of the Board
County of Tehama
P.O. Box 250
Red Bluff, CA 96080

**NOTICE OF NONRENEWAL
OF
AGRICULTURAL LAND USE CONTRACT**

The undersigned property owner(s) hereby notify the Board of Supervisors of the County of Tehama that, pursuant to Sections 51236 and 51245 of the California Government Code, they wish to file a + **Full** or + **Partial** (*Please Check One*) nonrenewal of Land Use Contract No. 244, Recorder's Book No. 583, Page No. 419. Total acreage removed from Contract: 3.1 $\frac{1}{2}$.

This notice shall pertain to the following described property: (List all Assessor's Parcel Numbers (APN's) of that portion of the property to which the nonrenewal applies, **and** attach as "Exhibit A" a legal description and a copy of the map depicting the property): APN(s) 037-200-005-000

NOTICE OF NONRENEWAL OF
AGRICULTURAL LAND USE CONTRACT NO. 244

All owners of the previously described property must sign this Notice of Nonrenewal and all signatures must be properly acknowledged.

OWNER(S)
PRINTED NAME Steve Dail authorized signor for T.A.D Farms DATE 12/1/2023
SIGNATURE [Signature] TELEPHONE 559-916-3437
ADDRESS 2331 Mountain Springs Drive Turlock, Ca 95382

PRINTED NAME _____ DATE _____
SIGNATURE _____ TELEPHONE _____
ADDRESS _____

PRINTED NAME _____ DATE _____
SIGNATURE _____ TELEPHONE _____
ADDRESS _____

ACKNOWLEDGEMENTS FOR OWNER(S)

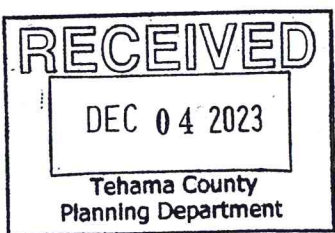
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
COUNTY OF ~~TEHAMA~~) ss
Stanislaus)

On APR December 1st, 2023, before me Ryan D Lynch, Notary Public, personally appeared Steve Dail who proved to me on the basis of satisfactory evidence to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (Seal)
Signature Ryan D Lynch



T. A. D. Farms, inc.
Steve Dail
2331 Mountain Spring Dr.
Turlock, Ca 95316

November 9th, 2023

Tehama County Planning Department
444 Oak Street, Room "I", Courthouse Annex
Red Bluff, Ca 96080

Dear Tehama County Planning Department:

As discussed, enclosed is the original, fully -executed and notarized Notice of Non-Renewal of Agricultural Land Use Contract for the 3.1+/- acres of land area proposed for the Tehama County Department of Education (TCDE) and Gerber Union Elementary School Districts (GUESD) acquisition for the Gerber Elementary School/TCDE special education expansion site. As attachments to this notice, I have enclosed a copy of the legal description of the acquisition area, a map depicting the acquisition area, and a copy of the Land Use Contract which encumbers the property.

Additionally, I am initiating a petition for partial cancellation in the public interest for the same 3.1+/- acres in accordance with Government Code §51280 Et seq. Enclosed is a package which presents supporting data and preliminary findings as prepared by TCDE and GUESD.

Please initiate the Williamson Act partial non-renewal and cancellation processes. Thank you.

Sincerely,
Steve Dail, Authorized Signor
T. A. D. Farms, Inc.
Property Owner



Enclosures

TEHAMA COUNTY PLANNING DEPARTMENT

444 Oak Street, Room "I", Courthouse Annex Second Floor
Red Bluff, California 96080
Telephone (530) 527-2200 Email: planning@co.tehama.ca.us



AGENT AUTHORIZATION FORM

STATEMENT OF AGENCY

I, the undersigned, am an owner of a record title interest in the property involved with this proposed project.

I hereby appoint Tyler Miranda as my agent(s) for purposes of this project, as set forth below.

My agent(s) is/are hereby authorized and empowered to: (check as appropriate)

+ Represent me in all matters relating to the proposed project, except execution of certificates of ownership, offers of dedication, dedications, and agreements to construct improvements;

OR

+ Submit the application(s) and related information to the Planning Department;

+ Represent me before the Planning Commission or Board of Supervisors;

+ Consent to conditions imposed if and when the application(s) is/are approved;

+ Represent me before the Board of Supervisors in case of appeal.

I agree to be bound by all the representations, drawings and statements tendered by my agent(s) to the County of Tehama for purposes of this proposed project as if the same were made by me personally. I further agree to be bound by all the conditions imposed by the County of Tehama on the approval of this proposed project pursuant to State law and the Tehama County Code.

I understand that I may revoke the authority granted by this statement at any time by written notice sent to: Tehama County Planning Department, 444 Oak Street, Room I, Red Bluff, CA 96080.

SIGNATURE OF OWNER(S) BEFORE A NOTARY PUBLIC:

[Signature] authorized signor for T.A.D Farms Inc

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Tehama)
Stanislaus

On November 9th, 2023 before me, Ryan D Lynch Notary Public personally appeared Steve Dail, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (Seal)
Signature Ryan D Lynch



PROJECT # _____

Table of Contents

Williamson Act Material

1. Letter from Tehama County Department of Ed requesting the process.
2. Williamson Act Notification
3. Tehama Department of Education justification of property
4. Existing Williamson Act contract
5. Parcel map and legal description (Exhibit A existing parcels, Exhibit B New Parcel Map)
6. Proposed Site development plan (Exhibit C)
7. Exhibit maps and site pictures
 - Exhibit D Tehama County Farmland designation (two maps)
 - Exhibit E Vicinity Map
 - Exhibit F Site Location in Tehama County
 - Exhibit G Google Earth map
8. State Letters initial review of project (Process to be completed once Williamson Act removal is done)



Tehama County Department of Education

Richard DuVarney
Tehama County
Superintendent of
Schools

1

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

November 6, 2023

Scot Timboe
Director of Planning
Tehama County Planning Department
444 Oak Street, Room I
Red Bluff, CA 96080

Re: Notification of Public Acquisition of Williamson Act Land

Dear Scot Timboe,

Pursuant to California Government Code Section §51291, the Tehama County Department of Education (TCDE) and the Gerber Union Elementary School District (GUESD) hereby gives notice of intent to acquire a portion of a privately owned parcel within the agricultural preserve.

The prospective acquisition of agricultural preserve land is an approximately 3.1+/- acre portion of a larger 34.63 acre parcel which is located on Chard Avenue next to the Gerber Union Elementary School in the unincorporated area of Gerber in Tehama County. This parcel will be used for expansion of the special education facility for the severely handicapped which currently operates on the Gerber Union Elementary School site. This existing special education facility on the Gerber Union Elementary School site is directly adjacent to the proposed property addition. The existing Gerber Union Elementary School site is not large enough to accommodate the expansion of the special educational facility. The expansion project will include construction of four new special education classrooms, a +/- 4,500 square foot medical therapy unit, bus and parent drop off areas, parking, and site access. There is no other land within or outside of the preserve on which it is reasonably feasible to locate this public improvement.

TCDE has received approval from the California Department of Education Special Education Division as well as School Facilities Division for this expansion. Preliminary environmental studies have been completed which conclude that there are no environmental health risks associated with this parcel. Additionally, the California Department of Toxic Substance Control Agency (DTSCA) has approved the

Serving Students, Schools, and the Community

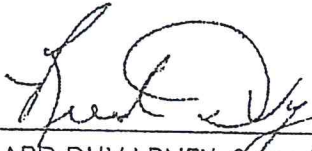
Antelope | Corning Elementary | Corning High | Evergreen | Flournoy | Gerber | Kirkwood
Lassen View | Los Molinos | Red Bluff Elementary | Red Bluff High | Reeds Creek | Richfield

Page Two
Scot Timboe

phase one environmental assessment which included soil testing for toxic contamination as required for all school projects.

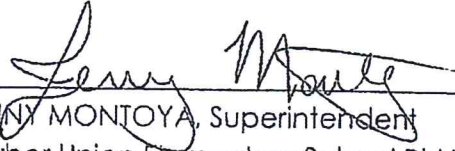
Please see the enclosed Williamson Act Notification package, which includes the TCDE and GUESD considerations of the findings of Government Code §51292 (a) and (b), a description of the agricultural preserve land proposed for acquisition, and a copy of the Williamson Act land contracted to be removed.

Sincerely,



RICHARD DUVARNEY, Superintendent
Tehama County Department of Education

11/7/23
Date



JENNY MONTOYA, Superintendent
Gerber Union Elementary School District

11-8-23
Date

Tehama County Department of Education/Gerber School District

Williamson Act Notification

1. Total number of acres of the Williamson Act contracted land being considered for acquisition.

The property proposed for acquisition is approximately 3.1 +/- acre portion of a 34.63 +/- acre parcel (APN 037-200-005). Please refer to Exhibit map A for the existing assessor's parcel map and Exhibit B for the proposed parcel map.

2. Prime or nonprime agriculture land according to Government Code 51201(c)

According to the Tehama County Assessor the proposed 3.1 +/- acre acquisition area is classified as Williamson Act, Prime Agriculture Land, Farmland of local importance. See Exhibit D Tehama County Williamson Act and subject Farmland Type.

3. Purpose of the Acquisition

The Tehama County Department of Education, in conjunction with the Gerber Elementary School District, requests approval from the Tehama County Planning Department to remove 3.1 +/- acres from the Williamson Act Contract. This parcel, which is a small portion of the property contained in the Williams Act Contract, will be used for expansion of the special education facility for the severely handicapped which currently operates on the Gerber Elementary School site. This existing special education facility on the Gerber Elementary School site is directly adjacent to the proposed property addition. The existing Gerber Elementary School site is not large enough to accommodate the expansion of the special educational facility. The expansion project will include construction of four new special education classrooms, a +/-4,500 SF medical therapy unit, bus and parent drop off areas, parking, and site access. The Tehama County Department of Education currently has eligibility for this project from the state and has already has preliminary approval from the California Department of education to proceed. There is no other land within or outside of the preserve on which it is reasonably feasible to locate this public improvement.

4. Location

The site is located on the east side of the Gerber School site at 23041 Chard Avenue, Gerber, California 96032. Please see Exhibit map E, F and G

5. Characteristics of the Adjacent Land

According to the Tehama County Web site this land is classified as Prime Agricultura Farmland of Local Importance. The property is currently being used as an orchard.

6. Necessity of this land for Public Improvement

The Tehama County Department provides services to all severely handicapped K-8 students in Tehama County. There are not enough students to have more than one school site in order to provide the necessary services. The existing Gerber school site has provided space for this program for over 25 years. The existing buildings serving the Special Education students are located on the school sites' eastern boundary leaving no room for expansion. Based on the Tehama County department of Education's ability to secure funding to add facilities to the Special education program it is necessary to acquire a small property addition. The state would provide the funding to acquire the property and to build the buildings if approved.

The Gerber school site is centrally located in the county making it as the best option to transport Special Education students to the site. The State Department of Education requires Special Education programs to be located on school campuses in order to integrate the Special Education students into the regular education program. The Gerber school site is the best option and has been approved by the state.

7. Findings required under Government Code 51292(a) and 51292(b)

As part of the site selection process the County Department of Education worked with the California Department of Education and local School District Superintendents to evaluate all potential school sites in Tehama County to locate the expansion of the special education program. After a year of evaluation of options, it was determined that the Gerber School Site was the best option due to its central location in the county for the safe transportation of the students.

The site location is not based on possible lower property acquisition costs, if applicable, in an agricultural preserve. The Special Education program has been operating on the Gerber School Site for over 25 years and has been determined that it is the best option.

8. Vicinity and Location Maps

Please see Exhibits E, F and G

9. Williamson Act Contract

Please see Section #4

10. CEQA Documents

This process is considered exempt from CEQA by the County

Tehama County Department of Education

Williamson Act

Land removal Justification

Project Summary:

The Tehama County Department of Education (TCDE) requests The Tehama Counties assistance with a proposed removal of 3.1 +/- acres from the Williamson act for a proposed property addition to the Gerber Elementary School site. TCDE has an existing Special Education program serving severely handicapped students in Tehama County on this school site. We recently received eligibility approval from OPSC for 35 new severely Handicapped students on the site bringing the total to 76 current and future special education students. Our new construction application will be for four new classrooms, and we will be modernizing/replacing 4 old portable classrooms for a project containing 8 classrooms. The County SELPA who governs special Ed programs in the county has designated this school site to sever all of the county severely handicapped students (K-8) and would like to expand the school site to accommodate the new classrooms and to incorporate a medical therapy unit into the campus. Tehama County does not have enough severely handicapped students to provide multiple locations for special education classrooms. The Gerber School is centrally located and is close to the Interstate 5 corridor for easy access.

The California Department of Education Facilities division has given initial approval of the property acquisition and the California Department of Education Special Ed division has given approval to expand the special Education program on the additional property acquisition.

Need For Additional Property

The following are the important issues related to the need for an expansion of the Gerber school site to accommodate the special education program for TCDE.

1. The existing school site is irregular in shape and has limited street access to serve the school.
2. The school's regular education program is growing and need all of the existing school site to accommodate this growth.
3. The existing special education program classrooms are located along the school site's western edge with limited access for safe SP Ed student drop off and pick up. This limited space will not allow the additional construction of 4 new classrooms, a new medical therapy building and safe drop-off and parking areas.
4. The location of the existing special education program classrooms does not provide good access to the Gerber regular educations classroom programs which is a requirement of the California

Department Of Education Special Education Division. The additional property will allow for space to accommodate the program growth and integration into the Gerber campus.

State Safety issues on the site to be addressed for Special Ed with the additional property.

1. There is currently no dedicated drop off areas for the Special Education Classrooms.
2. The drop off area is currently located in the district's maintenance and bus storage yard on the West side of the campus.
3. Once the Severely Handicapped students are dropped off in the M&O yard (West edge) they are pushed and wheeled through the entire campus in order to get to the East edge of the school site where their classrooms are located.
4. There is no dedicated visitor, staff, or parent parking available adjacent or close to the Sp Ed facility.
5. There is currently no MTU (Medical Therapy Unit) facility on this school site. The existing MTU is located at the Vista school in Red Bluff which students must be transported to. This MTU is in an old portable building that no longer serves the needs of the Special Ed population.
6. Special Ed students that need MTU services will have to be transported about 10 miles away for their second trip of the day.

Gerber School Safety issues to be addressed with the new property.

1. There is not a dedicated parent drop off and pick up for the school kindergarten area which is located next to the current Special Ed facility.
2. There is no separation of bus drop off and parent drop off areas. They both occur in the same location in front of the school making circulation of student unsafe.
3. The current school parking lot is too small and unsafe. One third of the parking stalls back onto the street in front of the school in order to exit the school.

The New Property would solve the following issues.

1. Create space that would allow the Special Ed building to be constructed closer to the existing school regular Ed classrooms providing a better integration of Special Ed students into the regular ed population.
2. Allow for a separate bus and parent drop off area adjacent to the Special Ed classrooms.
3. Allow space for the addition of a needed MTU that would serve the Special Ed on the same site.
4. Allow space for parking for visitors, staff and parents adjacent to the Special Ed classrooms and MTU.

5. The additional property would allow the Gerber School to redesign their bus and parent drop areas and provide a safe drop off and pick up.
6. The additional property would allow the Gerber School to redesign their parking lot and eliminate the need for cars to back into the street to exit the site.
7. The additional property would allow the Gerber School to provide a separate drop-off area for their kindergarten area.
8. The additional property would allow the Gerber School to Master plan their school site to provide a TK classroom(s) and a MPR adjacent to the Special Ed buildings which will allow special events for both the school and the Special Ed program.

Q-73

Tehama County

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BOOK 583 PAGE 419

RECORDED AT REQUEST OF
W. B. W., Inc.
at 7 min past 11 P.M.
JAN 11 1972

LAND USE CONTRACT #244

(California Land Conservation Act of 1965 and Open-Space Land Valuation Law of 1967)
OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HIGGS
JAN 20 1972

THIS CONTRACT, entered into this 21st day of December 1971 by and between the COUNTY OF TEHAMA, a political subdivision of the State of California, herein referred to as "COUNTY", and *W. B. W., Inc.* hereinafter referred to as "OWNER",
George Joe, President.

W I T N E S S E T H:

(a) WHEREAS, Owner possesses certain real property situated in the County of Tehama, State of California, which is currently devoted to agricultural use and is located within an area which has been designated by the County as an agricultural preserve, and a description of said land as prepared by a reputable title office, together with a reference to the map showing the location of said agricultural preserve, is set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

(b) WHEREAS, both Owner and County desire to limit the use of such land for the purposes of agricultural pursuits and compatible uses thereto, and subject to the conditions set forth in this Contract and in the California Land Conservation Act of 1965, as amended and

(c) WHEREAS, the Owner desires to have the benefits of Article XXVIII of the California Constitution and of Sections 421 through 429, inclusive, of the Revenue and Taxation Code and other provisions of law relating to the valuation and assessment of open-space land subject to enforceable restrictions, as are now or may be from time to time in effect;

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

1. TERM OF CONTRACT: AUTOMATIC EXTENSION: NOTICE OF INTENT NOT TO RENEW:

(a) This Contract shall be effective as of the 1st day of January next succeeding the date of this Contract, to wit, the

Tehama County

date which is first mentioned herein, and shall remain in effect for an initial term of ten (10) years from and including such date and during renewals of this Contract.

(b) Each 1st day of January of each year during which this Contract shall be in effect shall be deemed to be the annual renewal date of this Contract, as mentioned in Sections 51244 and 51245 of the Act. On said annual renewal date a year shall be added automatically to the initial term aforementioned, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act. Said notice of nonrenewal shall be served by owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date.

(c) If the County or Owner gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be.

2. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT:

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) sometimes referred to herein as the "Land Conservation Act" or "Act", and is subject to all of the provisions thereof.

3. ENFORCEABLE RESTRICTION:

(a) It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning and for the purposes of Article XXVIII of the Constitution of the State of California, said Land Conservation Act, and said Sections 471 through 479, inclusive, of the Revenue and Taxation Code as are now or may be from time to time in effect; and it is contemplated that this Contract shall be enforced and administered by the County in such a manner as to accomplish the purposes of said Article of the California Constitution and the aforementioned statutes.

Tehama County

(b) It is mutually understood that the County may bring any action in court necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.

4. CONTRACT MADE IN CONFORMITY WITH UNIFORM RULES ADOPTED BY COUNTY:

(a) This Contract is also made and entered into pursuant to the provisions of the Uniform Rules adopted by the Board of Supervisors of the County governing the administration of agricultural preserves, including but not confined to the land use restrictions and enumeration and definition of compatible uses therein contained.

(b) It is expressly understood and agreed that during the term of this Contract or any renewals thereof the Board of Supervisors of the County may add to those agricultural and compatible uses specified in the Resolution or Resolutions prescribing Uniform Rules governing the administration of the agricultural preserve within which the land described in this Contract is located or may otherwise modify said Uniform Rules, provided, however, that the subsequent elimination or reduction in scope of a compatible use which is so enumerated or defined, or the subsequent imposition of any land use restriction which is not set forth, in said Uniform Rules as of the date of this Contract, shall not be deemed to effect the land described in this Contract unless and except with the written consent of the Owner.

(c) The Uniform Rules which are applicable to the agricultural preserve in which the land herein described is situated are incorporated herein by reference, including those Uniform Rules as are in effect at the date of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted from time to time.

5. EXCLUSION OF USES OTHER THAN AGRICULTURAL AND COMPATIBLE USES:

(a) During the term of this Contract or any renewals thereof the herein described land shall not be used for any purpose

other than agricultural uses and those uses compatible with agricultural uses.

(b) As used in this Contract, the following terms shall have these respective meanings:

(1) "Agricultural uses" shall mean the use of land for the purpose of producing an agricultural commodity for commercial purposes.

(2) "Agricultural commodity" shall mean any and all plant and animal products produced in this state for commercial purposes.

(3) "Compatible uses" shall mean those uses enumerated in the Uniform Rules, or as determined by the Land Conservation Act.

(4) "Uniform Rules" shall mean the Uniform Rules adopted by the Board of Supervisors of the County governing the administration of agricultural preserves, as more fully described in Article 3 hereinabove.

6. LIMITATION ON STRUCTURES:

During the terms of this Contract or any renewals thereof no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

7. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Uniform Rule adopted by the Board of Supervisors of the County shall in any manner effect, limit or supersede the planning and zoning powers of the County. It shall be further understood that all lands under the provisions of this Contract shall be rezoned in accord with County zoning regulations and County soils data. Said rezoning shall be initiated by Owner at time of filing of this instrument with the County.

8. CONTRACT RUNS WITH LAND: EFFECT OF DIVISION OF LAND:

(a) All provisions of this Contract shall run with the land described herein.

(b) This contract shall be binding upon, and inure to

the benefit of, all successors in interest of the owner.

(c) Whenever land under this Contract is divided, the Owner of any parcel of such divided land may exercise, independent of any other Owner of any other portion of such divided land, any of the rights of the Owner in the original Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the Owner of a parcel created by such division of land under this Contract shall not be imputed to the Owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

9. ANNEXATION TO CITY:

In event of annexation by a city of any land under this Contract, such city shall succeed to all rights, duties and powers of the County under this Contract, except as otherwise provided in the Land Conservation Act.

10. OWNER TO FURNISH INFORMATION:

(a) Owner agrees to furnish the County with such information as the County shall require in order to enable it to determine the continuing eligibility of the land herein described with respect to the terms of the Act, the provisions of this Contract, and under the Uniform Rules relating to the preserve in which said land is situated, from time to time when requested by the County.

(b) Owner agrees to provide at his cost, and to submit with his application, a report from any local title company which includes the following information:

- (1) Listing of all owners of record.
- (2) Proper legal description of the property under application for inclusion within a preserve. (Assessor's parcel maps are to be attached to said legal description with all areas intended for application outlined in red pencil - two copies each.)
- (3) A listing of all security holders on the subject property.

(c) Owner agrees that a copy of this Contract shall be recorded by the County of Tehama and agrees to properly acknowledge

all signatures required of owner herein for such recording purpose.

11. WAIVER OF PAYMENTS:

Owner hereby waives any obligation of County to make any payments to Owner under this Contract and Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and as reduction therein due to the imposition of the limitations on its use contained in this Contract.

12. CANCELLATION:

This Contract may only be cancelled in accordance with the provisions of Sections 51250-51265 of the Act.

13. EFFECT OF REMOVAL OF LAND FROM AGRICULTURAL PRESERVE:

It is agreed that removal of any land under this Contract from an agricultural preserve shall be equivalent of notice of non-renewal by the County, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provisions of the Land Conservation Act.

14. EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:

(a) When any action in eminent domain for the condemnation of the fee title of the entire parcel of land herein described 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, and upon the termination of such a proceeding, this Contract shall be null and void for all land actually taken or acquired.

(b) When such an action to condemn or acquire less than

all the entire parcel land herein described is commenced, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

(c) The land actually taken by the means aforementioned in this Article shall be removed from this Contract. Under no circumstances shall land be removed from this Contract that is not actually taken by the means aforementioned, except as otherwise provided in the Land Conservation Act, as now in effect or as it may from time to time be amended.

15. INCORPORATION OF PROVISIONS OF ACT BY REFERENCE; SUBSEQUENT AMENDMENTS:

(a) The provisions of the Land Conservation Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

(b) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract and which is procedural or remedial in effect shall also be deemed incorporated herein and made a part of this Contract by reference.

(c) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which has the effect of altering a substantive right or obligation of the Contract shall not be deemed incorporated herein, unless with the mutual consent of the parties hereto or unless otherwise provided in this Contract. Such substantive right or obligation shall include, but is not limited to, the following: increasing or decreasing the term of the Contract; eliminating or altering the right to or grounds for nonrenewal or cancellation of the Contract; or eliminating, adding, or modifying any land use restriction or compatible use of land.

(d) Any provision of any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which is incorporated by reference herein as provided in

this Article shall be substituted in place of any corresponding provision of this Contract and all other provisions of this Contract shall be construed harmoniously therewith.

(c) In event any sections of the Land Conservation Act referred to herein are renumbered, any references to sections herein shall be deemed renumbered accordingly.

16. AMENDMENT BY MUTUAL AGREEMENT:

This Contract may be amended at any time and from time to time by mutual agreement in writing of the parties hereto endorsed hereon or attached hereto, subject to any express provisions to the contrary contained in this Contract or in the Land Conservation Act.

17. NOTICES, MANNER OF GIVING:

(a) Notices to be given to Owner pursuant to this Contract, or as may otherwise be required by law in connection with the administration of this Contract, may be sent by first-class United States Mail addressed to Owner at the address shown below Owner's signature hereinbelow, and the Owner expressly waives any other method of giving notice to him.

(b) Notices to be given to County pursuant to this Contract may be sent by first-class United States Mail addressed to Board of Supervisors, County of Tehama, Post Office Box 250, Red Bluff, California.

(c) Such notices may also be given by one party to the other by personal service.

(d) By means mentioned in this article a party may give to the other, notice of a new address, after which notices to be given to such party shall be sent by the means indicated in this Article to such party at such new address.

18. HOLD HARMLESS CLAUSE:

I declare, as Owner, under penalty of perjury, that the persons signatory to this Contract, are the only landowners of the property referred to herein, and I agree to hold the County harmless from any loss caused by priority claims of other landowners or security holders.

IN WITNESS WHEREOF, the undersigned parties, with full under-

Tehama County

standing of the terms and effects thereof, have executed the within contract the day and year first above written.

OWNER (OWNERS)

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE
WBW INC	GEORGE JOE (PRES.) <i>George Joe</i>	11-25-71
ADDRESS	TELEPHONE	(213) 634-8110
8140 E. ROSECRANS	PARAMOUNT CA	
ADDRESS	TELEPHONE	
ADDRESS	TELEPHONE	
ADDRESS	TELEPHONE	

COUNTY OF TEHAMA

By *Shon Patterson*
Chairman, Board of Supervisors

ATTEST:
FLOYD A. HICKS
County Clerk and ex-officio
Clerk of the Board of Supervisors.

By *Wilma Dryfield*
Deputy

APPROVED AS TO FORM:

HENRY J. GOFF, JR.
District Attorney

Seal

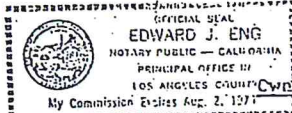
Tehama County

ACKNOWLEDGEMENTS
County of Tehama

STATE OF CALIFORNIA)
County of Tehama) ss.

On the 28th day of November, 19 71, before me
Edward J. Eng, a Notary Public in and for
the said County, duly commissioned and sworn, personally appeared
George Jue, known to me to be the Chairman of
the Board of Supervisors of the Political Subdivision that executed
the within and foregoing instrument, and to be the person who
executed the said instrument on behalf of said Political Subdivision
therein named, and acknowledged to me that such Political Subdivision
executed the within instrument pursuant to an order of its Board
Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, in the County of Tehama, the day and year in
this certificate first above written.



Edward J. Eng
Notary Public, State of California

STATE OF CALIFORNIA)
County of Tehama) ss.

On this 28 day of November, 19 71, before me,
Edward J. Eng, a Notary Public, State of California,
duly commissioned and sworn, personally appeared George Jue

known to me to be the person whose name subscribed to the
within instrument and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in the County of Tehama the day and year
in this certificate first above written.



Edward J. Eng
Notary Public, State of California

Staple notary certificates for all Security Holders, as
shown in title company report, to this page.

EXHIBIT "A"

TIME STAMP

BOARD OF SUPERVISORS

COUNTY OF TEHAMA
APPLICATION FOR LAND CONSERVATION CONTRACT
FOR INCLUSION OF LAND INTO TEHAMA COUNTY
AGRICULTURAL-PRESERVE

Separate applications are required if titles to parcels
are vested differently.

1. APPLICANT-OWNER WBW, INC
Name (please print or type)

AGENT GEORGE JUE (PRES.)
Name

8140 E. ROSECURANS AVE PARAMOUNT CAL
Number Street

(The above address will be used for all
correspondence)

(213) 634-8180
Telephone number

2. DESCRIPTION OF THE PROPERTY - Assessors Parcel Nos.

37-200-05 - 34.63
37-200-06 - 48.26
37-200-09 - 52.56
135.45

3. PRESENT USE OF PROPERTY (Please insert number of acres devoted
to each applicable use)

- 135.45 Agriculture }
 - Orchard
 - Row Crop
 - Hay Land
 - Grazing
- Drying, Packing, Processing of Agricultural Commodity
- Holding of Non-producing Land for Future Agricultural Use
- Holding of Non-producing Mineral Resource Areas for Future Use
- Maintained in Natural State for Recreational, Plant or Animal Preserve
- Single Family Dwelling for Residence of Family of Owner or Employees
- Farm Labor Camps
- Agricultural Stands (sale of produce)
- Aircraft Landing Strips
- Public Utility Installations
- Communication Facilities
- Hunting and Fishing

Tehama County

Rifle and Pistol Range

Riding Academy

Other: (describe)

4. If the present zoning of this property is other than agriculture, this application will serve as a request to the Board of Supervisors to initiate a change of zone to agricultural zoning district. IT IS THE REQUEST OF THE BOARD OF SUPERVISORS AND THE PLANNING COMMISSION THAT EACH PROPERTY OWNER THOROUGHLY ACQUAINT HIMSELF WITH ALL THE ADVANTAGES AND DISADVANTAGES THAT MAY RESULT TO HIM AS A RESULT OF HIS PARTICULAR SITUATION FROM SIGNING A CONTRACT; THAT HE THOROUGHLY ACQUAINT HIMSELF WITH ALL OF THE EFFECTS, IF ANY, THERE MAY BE ON ASSESSED VALUATION AS A RESULT OF SIGNING THE CONTRACT WHICH HE HAS APPLIED TO SIGN.

All property owners must sign and all signatures properly acknowledged:

WBW INC.

George Jue (pres)

5. Attach two completed and executed copies of the Land Conservation Contract.

6. File with the Tehama County Planning Commission, Room 22, Tehama County Courthouse, Red Bluff, California, 96080. Telephone No. 527-2200.

STATE OF CALIFORNIA)
County of Tehama) ss.

On this 29 day of November, 1971, before

me, Edward J. Eng, a Notary Public, State of California, duly commissioned and sworn, personally appeared

GEORGE JUE

known to me to be the person

whose name subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Diego, the day and year in this certificate first above written.

Notary Public, State of California
EDWARD J. ENG
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Aug. 2, 1974

BOOK 583 PAGE 430

Tehama County

NORTHERN CALIFORNIA TITLE COMPANY

P. O. Box 306, Red Bluff, California

GUARANTEE

NO. G6984 LIABILITY \$ 100.00 FEE \$ 20.00

SECURITY TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

W. B. W. INC., a corporation

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

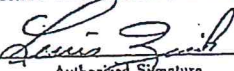
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: November 17, 1971 at 7:30 A.M.

SECURITY TITLE INSURANCE COMPANY

By


Authorized Signature

SCHEDULE A

—NO. 66984

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Tehama County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971 with respect to the name(s) of:

W - B - W, INC.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Beginning at a point in the North Boundary Line of County Road (Chard Ave.) marked with a 2" Iron Pipe R.E. 3361 located 79.50 feet West of the East Boundary of Lot 94 of Rosenthal Tract as said East Boundary of Lot 94 is shown on the map entitled: "Map of Subdivision of a Portion of the ROSENTHAL Tract Tehama Co. Cal", filed in the office of the County Recorder of the County of Tehama, State of California, September 13, 1888, in Book A of Maps at page 73. Thence North 1° 21' 30" East a distance of 1329.50 feet; thence South 72° 08' West a distance of 34.94 feet; thence South 44° 13' West a distance of 200.00 feet; thence North 1° 01' 05" East a distance of 1404.61 feet; thence South 88° 44' East a distance of 965.74 feet; thence North 24.40 feet; thence South 88° 44' East a distance of 1259.00 feet; thence South 660.00 feet; thence South 88° 44' East a distance of 528.83 feet to a point in the Westerly Right of Way line of U. S. Highway 99 West; thence South on and along said Westerly Right of Way Line a distance of 1643.55 feet; thence North 88° 44' West a distance of 295.00 feet; thence South a distance of 295.00 feet to a point in the Northerly boundary line of the County Road (Chard Avenue); thence Westerly on and along said Northerly boundary Line of County Road (Chard Avenue) a distance of 2342.30 feet to the point of beginning, and being a portion of said Rosenthal Tract, and containing 150.26 acres, more or less.

EXCEPTING THEREFROM Beginning at a point in the North boundary line of County Road (Chard Avenue), marked with a 2" iron pipe R.E. 3361, located 79.50 feet West of the East boundary of Lot 94 of Rosenthal Tract as said East boundary of Lot 94 is shown on the map entitled: "Map of Subdivision of a Portion of the ROSENTHAL Tract Tehama Co. Cal", filed in the office of the County Recorder of the County of Tehama, State of California, on September 13, 1888, in Book A of Maps at page 73; thence North 1° 21' 30" East a distance of 1329.50 feet, to the true point of beginning of this description; thence South 88° 44' East, a distance of 165.05 feet; thence North 1° 01' 05" East, a distance of 1246.76 feet; thence North 88° 44' West, a distance of 335.00 feet; thence South 1° 01' 05" West, a distance of 1404.61 feet; thence North 44° 13' East, a distance of 200.00 feet; thence North 72° 08' East, a distance of 34.94 feet to the true point of beginning and containing 9.86 acres, more or less.

PROPERTY SEARCH GUARANTEE
C.I.T.A. Guarantee Form No. 13 (2-1-68)
P-34 (G.S.)

AGRICULTURAL PRESERVES - Contracts

A motion was made by Supervisor Brodnansky and seconded by Supervisor Pickell that the Chairman be authorized to sign Ag Preserve contracts with the following landowners. The motion was carried with Supervisor Flournoy abstaining on #247 (Elizabeth Rickert), and Supervisor Patterson abstaining on #181, (Agnes Marie Moser, Anton F. Flecklin, Mary Ann Flecklin Turri and Noel J. Flecklin):

Sectional District Map #	Name of Property Owner	Agricultural Preserve #	Approximate Acreage
208	W.B.W. Inc.	244	135

STATE OF CALIFORNIA }
County of Tehama } ss.

I, FLOYD A. HICKS, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order made by said Board of Supervisors on the 21st day of December, 1971.

Dated this 27th day of December, 1971.

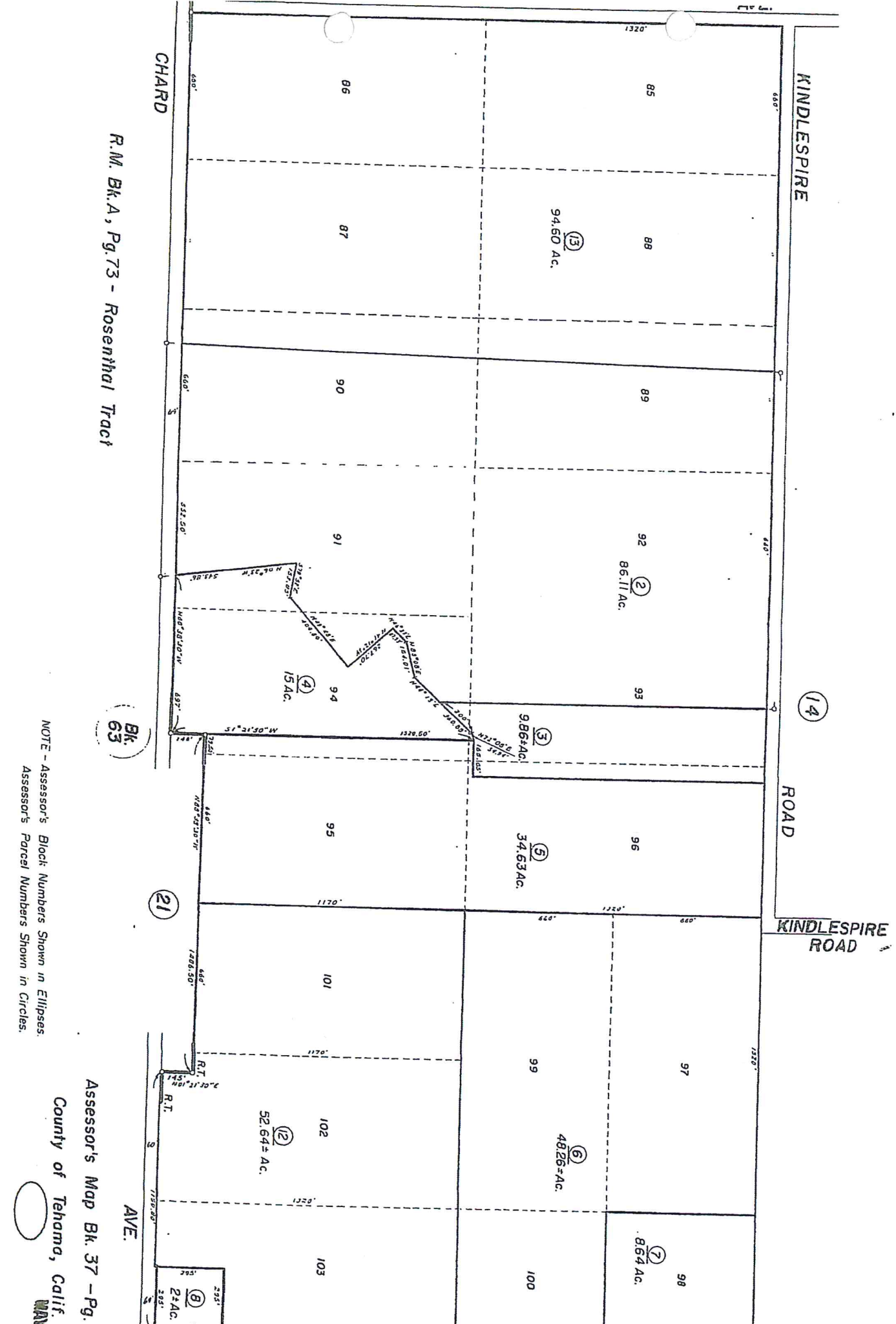
Seal

FLOYD A. HICKS, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California

By Valma Drucilla
Deputy

RANCHO DE LAS FLORES

Tax Area Code



R.M. Bk. A, Pg. 73 - Rosenthal Tract

Bk. 63

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

Assessor's Map Bk. 37 - Pg. 1

County of Tehama, Calif.

MAN

EXHIBIT A

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being a portion of the lands of T.A.D. Farms, Inc. as described in a Grant Deed recorded on January 15, 2020 as Doc # 2020000470, Tehama County Records, more particularly described as follows:

COMMENCING at the intersection of the southerly prolongation of the West line of said lands of T.A.D. Farms, Inc. and the South line of Chard Ave. as shown on a Record of Survey filed in Book U of Maps at Pages 107 through 108, Tehama County Records, from which a 1.5-inch Aluminum Cap marked "LS 3882 ROSS", bears North 89°13'47" West, a distance of 9,427.16 feet; thence northerly along said southerly prolongation and said West line, North 0°46'13" East, a distance of 658.00 feet to the **TRUE POINT OF BEGINNING**;

Thence the following four courses:

1. South 89°13'47" East, a distance of 286.50 feet, more or less, to the northerly prolongation of the East line of Lot 4 as shown on a Record of Survey filed in Book K of Maps at Page 12, Tehama County Records,
2. Thence along said northerly prolongation, South 0°46'13" West, a distance of 453.00 feet, more or less, to the Northeast corner of said Lot 4,
3. Thence along the North line of Lots 1 through 4 as shown on said Record of Survey filed in Book K of Maps at Page 12, North 89°13'47 West, a distance of 286.50 feet, more or less, to said West line,
4. Thence along said West line, North 0°46'13" East, a distance of 453.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

CONTAINING 3 Acres, more or less.

NOTE: The Basis of Bearings for this description is the South line of Chard Ave. shown as North 89°13'47" West on said Record of Survey filed in book U of Maps at Pages 107 through 108, Tehama County Records.

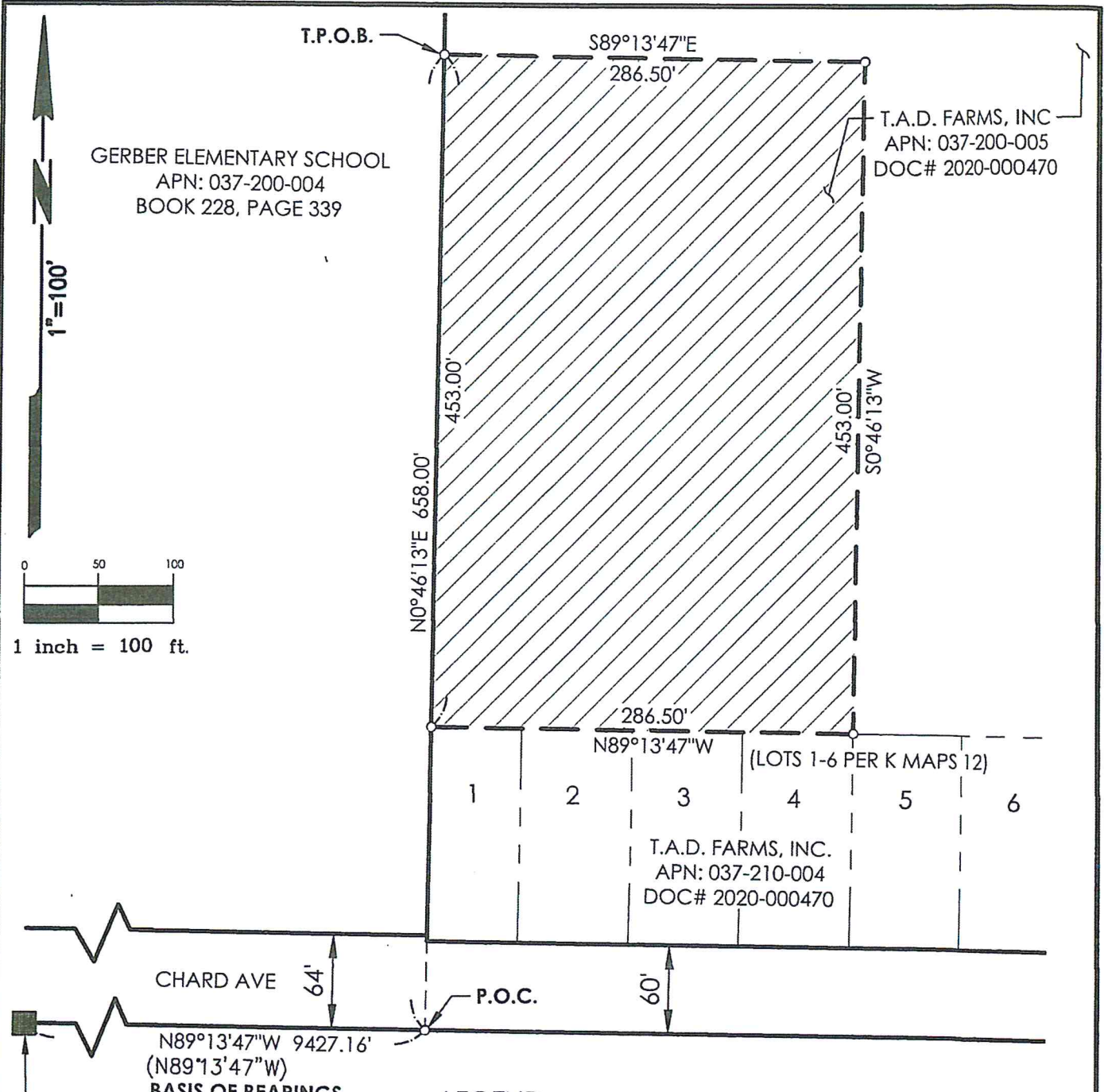
EXHIBIT "B" attached and by this reference made a part hereof.

THIS DESCRIPTION WAS PREPARED BY ME:


Wesley K. Inman L.S. 9500

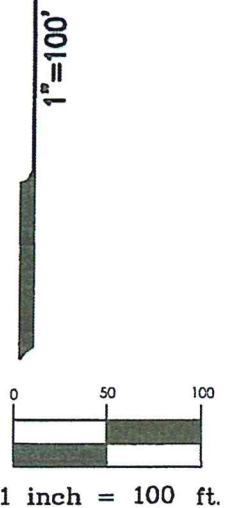


11-27-2023



GERBER ELEMENTARY SCHOOL
 APN: 037-200-004
 BOOK 228, PAGE 339

T.A.D. FARMS, INC
 APN: 037-200-005
 DOC# 2020-000470



N0°46'13"E 658.00'

N89°13'47"W 286.50'
 (LOTS 1-6 PER K MAPS 12)

1 2 3 4 5 6

T.A.D. FARMS, INC.
 APN: 037-210-004
 DOC# 2020-000470

CHARD AVE 64'
 N89°13'47"W 9427.16'
 (N89°13'47"W)
 BASIS OF BEARINGS

P.O.C. 60'

LEGEND

- DIMENSION POINT
- AREA TO BE REMOVED FROM WILLIAMSON ACT (3± AC)
- (-) RECORD DATA PER U MAPS 107-108
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

1.5" ALUMINUM CAP
 MARKED "LS 3882 ROSS"
 AS SHOWN ON U MAPS 107-108

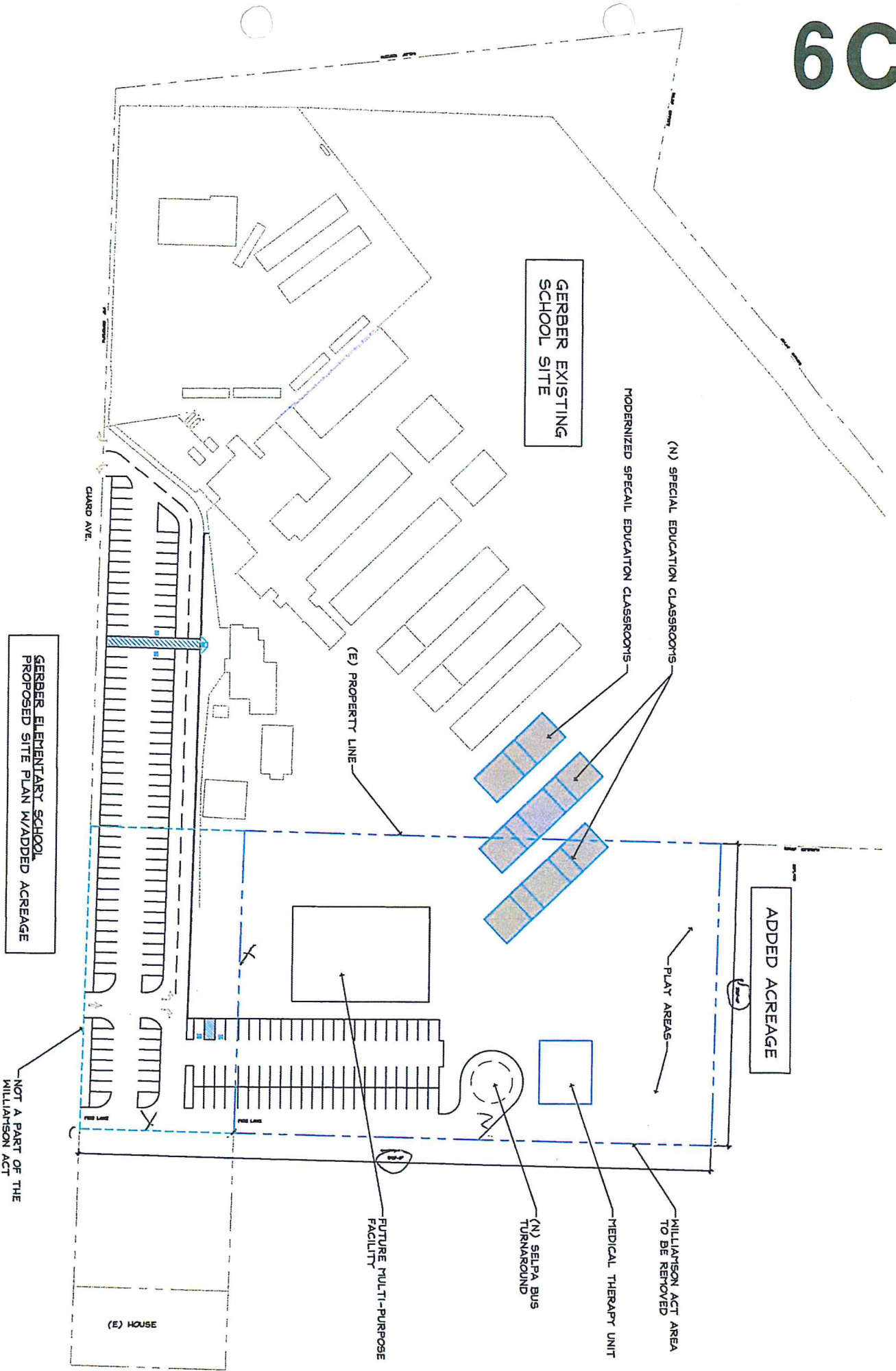


DATE
 11/27/23

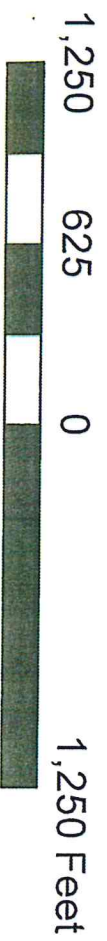
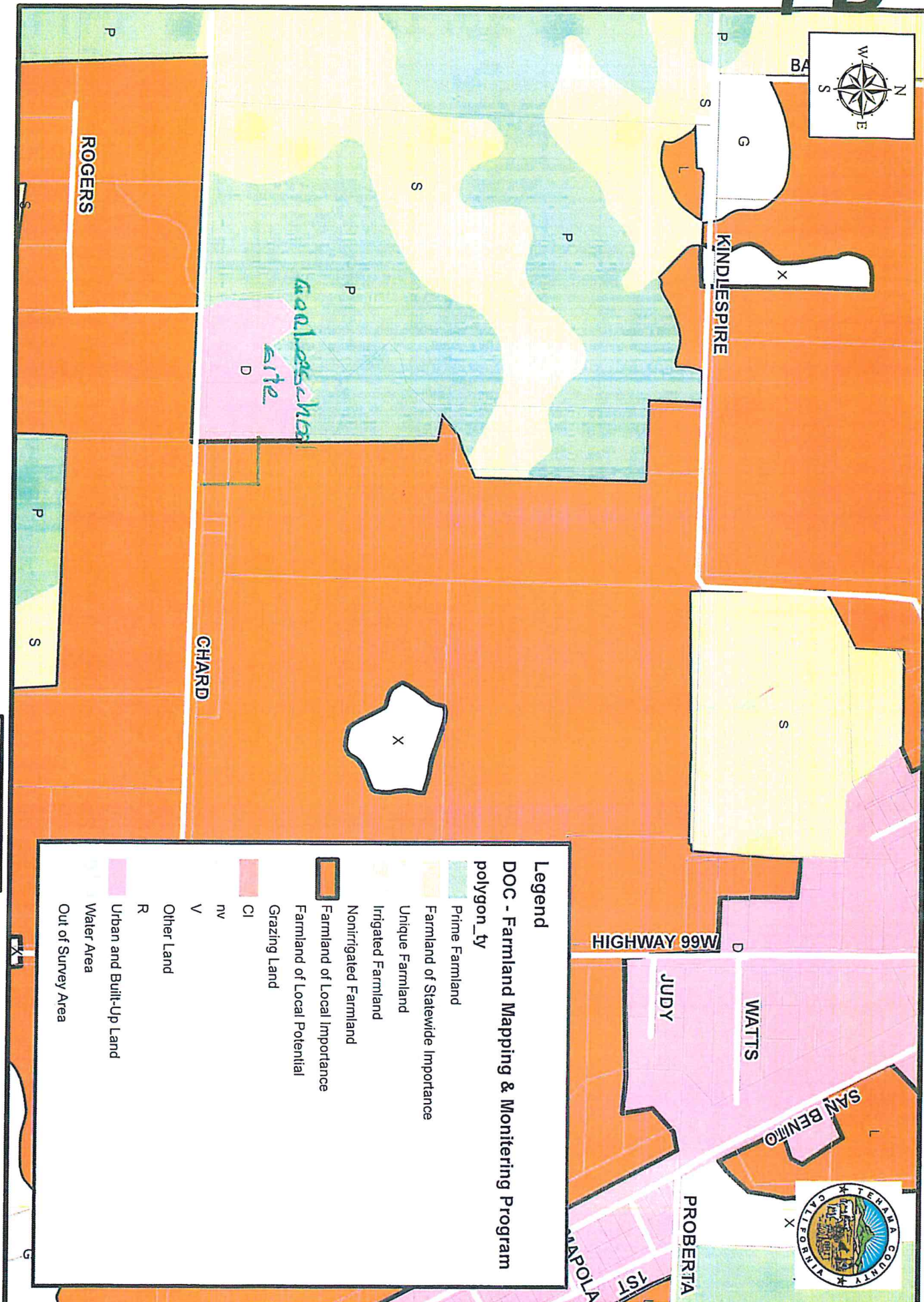


EXHIBIT B

PAGE 1 OF 1
 JOB #3092.01



7D



Legend

Project Site

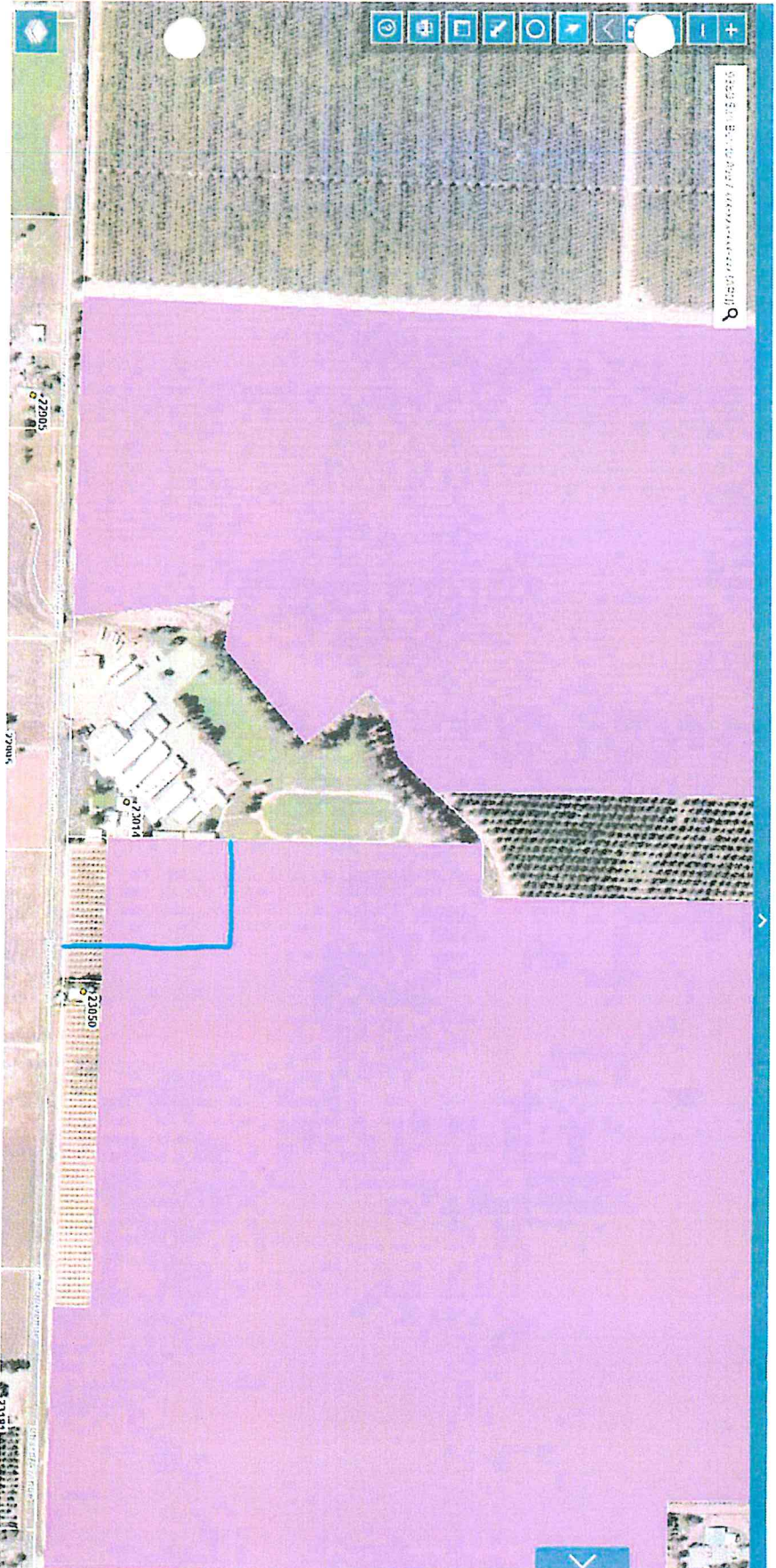
Legend

DOC - Farmland Mapping & Monitoring Program polygon_ty

- Prime Farmland
- Farmland of Statewide Importance
- Unique Farmland
- Irrigated Farmland
- Nonirrigated Farmland
- Farmland of Local Importance
- Farmland of Local Potential
- Grazing Land
- CI
- nv
- V
- Other Land
- R
- Urban and Built-Up Land
- Water Area
- Out of Survey Area

TCTC Tehama County Regional Viewer

Tehama County Information Center



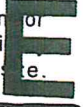
GIS INFORMATION CENTER
 Located at 1000 S. 17th St. 17503

LAYERS

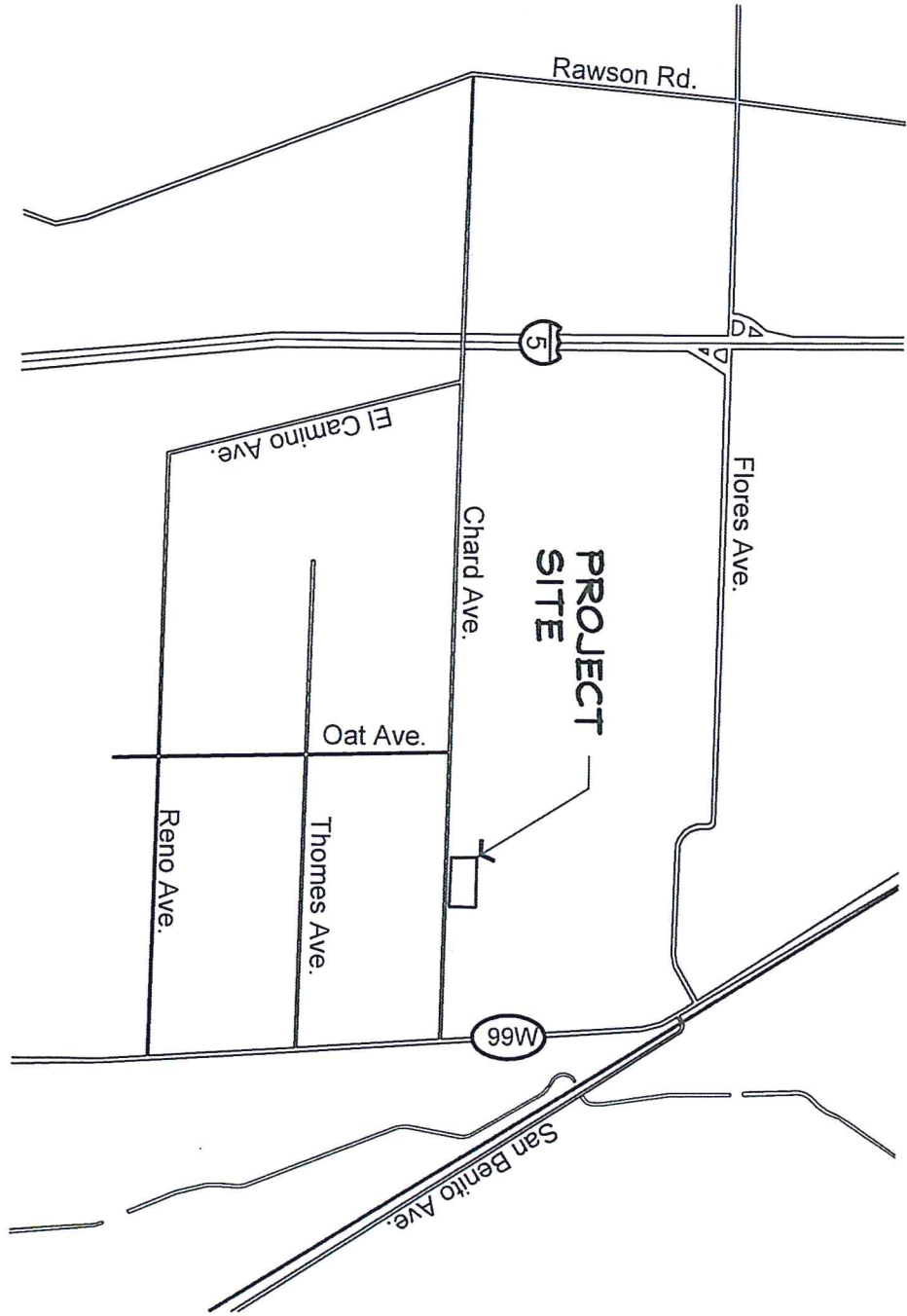
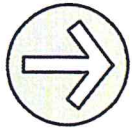
- State Streets
- Deer Creek Levee
- East-Creek Levee
- Roads
- Boundaries of Towns
- Boundaries
- Unincorporated Boundaries
- General Purpose Zoning
- Commercial Zoning
- Residential Zoning
- Other
- Fire Districts
- Water Ways
- Public Buildings
- Public Schools
- School Districts
- Voluntary Schools
- Non-School Districts
- School Districts
- Other Buildings
- Other Schools
- Other Districts


LEGEND

- Cemetery City Limits
- Red Shaded City Limits
- Address Points
- Williamson Act Boundaries
- Country Boundaries
- Tax Parcel



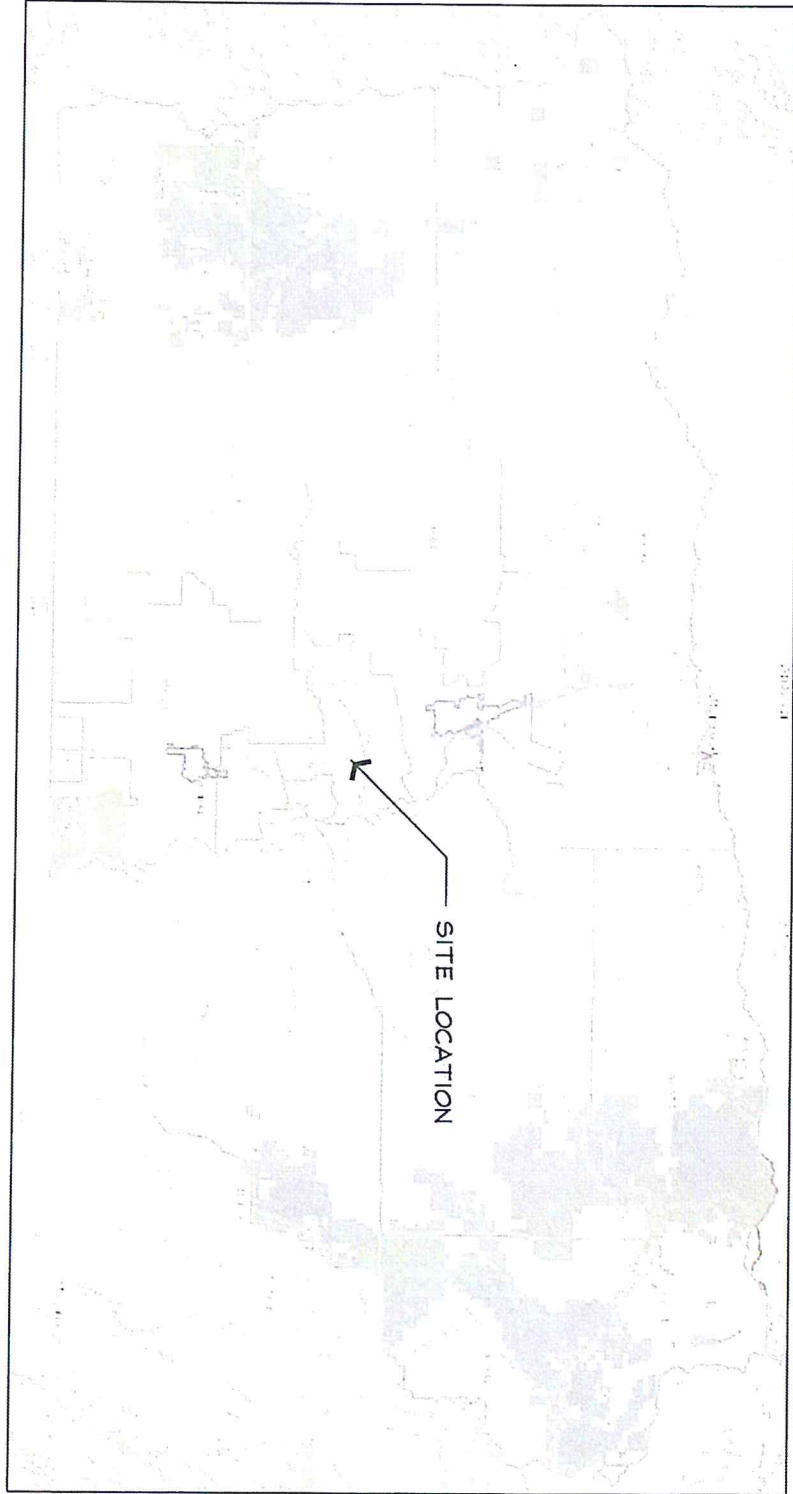
VICINITY MAP




<p>JOB No.: 21206</p> <p>DATE: 11/07/2023</p> <p>REV. DWG. # -</p> <p>SHEET No.: -</p>	<p>Site Acquisition @ Gerber Elementary Tehama County Department of Education 23041 Chard Avenue Gerber, CA 96035</p>	 <p>SEMINGSON ARCHITECTURE & ENGINEERING</p> <p>3233 BRUSH STREET - P.O. Box 210 COTTONWOOD, CA 96022 T: (530) 347-5500 F: (530) 347-7822</p>
--	---	---

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1
SCALE: N.T.S.
COUNTY MAP



SHEET No.:	REV. DWG. #	DATE: 11/07/2023	JOB No.: 21206	Site Acquisition @ Gerber Elementary Tehama County Department of Education 23041 Chard Avenue Gerber, CA 96035	 SEMINGSON ARCHITECTURE & ENGINEERING 3233 BRUSH STREET • P.O. Box 210 COTTONWOOD, CA 96022 T: (530) 347-6500 F: (530) 347-7822
------------	-------------	---------------------	-------------------	---	--

Vicinity Map

Gerber School site expansion

Legend

- 3.93 +/- acres
- Gerber School



Google Earth



James Bush <jimyb1950@gmail.com>

TCDE SPED Gerber Facilities

Jennifer Schwinn <JSchwinn@cde.ca.gov>

Wed, May 24, 2023 at 2:40 PM

To: Richard DuVarney <rduvarney@tehamaschools.org>, Juan Mireles <JMireles@cde.ca.gov>

Cc: John Gordon <JGordon@cde.ca.gov>, Wes Grossman <>wgrossman@tehamaschools.org>, James Bush <jimyb1950@gmail.com>, Judy Semingson <judy@semingson.us>, Veronica Coates <vcoates@tehamaschools.org>, Todd Brose <tbrose@rbhsd.org>, Brad Mendenhall <bmendenhall@evergreenusd.org>, Lee Angela Reid <LeeAngela@capitoladvisors.org>, Jeffrey Thorne <JThorne@cde.ca.gov>, Brandon Wolfe <BWolfe@cde.ca.gov>

Hello Superintendent Du Varney,

Congratulations on the successful outcome for Tehama County Office of Education following the review by the CDE's Special Education Division!

As we pick up the School Facilities process once again, let me re-cap where we are. The initial 4.0 review of the desired parcel adjacent to Gerber School was completed. We just needed the Special Education Division's approval of the proposal to move to final review. Now that we have that, we can move forward with seeking final approval of the parcel. You will work with my colleague, Brandon Wolfe, if you need assistance setting up the file where we will begin to collect all the documentation needed for final review of the land. Jeff Thorne will likely be the analyst that will work with you as you gather the materials needed. (I cced them both on this email.) You can find a list of materials needed to complete the review on SFPD form 4.01, attached.

Once everything has been received at the CDE, the file will be returned to me for final review. As soon as the file hits my inbox it will be my top priority to process, and I will keep you posted as to my progress.

If you have any questions regarding the next steps in the review process, please let me know. I look forward to resuming our work together.

Best wishes,
Jennifer Schwinn

Education Program Consultant

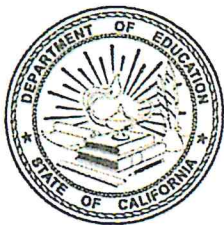
School Facilities & Transportation Services Division

California Department of Education

1430 N St; Sacramento, CA 95814

jschwinn@cde.ca.gov

(916) 445-8902



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

May 23, 2023

Richard DuVarney, County Superintendent
Tehama County Office of Education
1135 Lincoln Street
Red Bluff, CA 96080

Dear Superintendent DuVarney:

Subject: Tehama County Superintendent of Schools request, Gerber School expansion

The California Department of Education (CDE), Special Education Division (SED), has completed its review of the Tehama County Superintendent of Schools' proposal to purchase land to expand a centralized county special day class program for special education students at the Gerber School site.

Upon further review, the CDE has determined that the proposed school site is integrated, which means the Tehama County Office of Education does not need to seek a waiver or for a waiver request to be reviewed by the California Department of Education.

We appreciate your collaboration on this matter.

If you have any questions regarding this subject, please contact Heather Calomese by email at hcalomese@cde.ca.gov.

Sincerely,
Heather
Calomese
Heather Calomese, Director
Special Education Division, CDE

Digitally signed by Heather
Calomese
Date: 2023.05.23 13:30:16 -07'00'



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 14, 2023

Richard DuVarney, County Superintendent
Tehama County Office of Education
1135 Lincoln Street
Red Bluff, CA 96080

Dear Superintendent DuVarney:

Subject: Tehama County Superintendent of Schools request, Gerber School expansion

The California Department of Education (CDE), Special Education Division (SED), has completed its review of the Tehama County Superintendent of Schools' proposal to purchase land to expand a centralized county special day class program for special education students at the Gerber School site. Based on the conversation that took place on April 12, 2023, the SED withdraws our previous denial and now approves Gerber School expansion as students will be integrated on the campus.

We appreciate your collaboration on this matter.

If you have any questions regarding this subject, please contact Jennifer Schwinn, by phone at (916) 508-0298 or by email at jschwinn@cde.ca.gov.

Sincerely

Heather Calomese

Heather Calomese, Director
Special Education Division
California Department of Education



James Bush <jimyb1950@gmail.com>

Phase One application for review

Shen, Letitia@DTSC <Letitia.Shen@dtsc.ca.gov>

Thu, Oct 26, 2023 at 10:12 AM

To: Jim Bush <jimyb1950@gmail.com>

Cc: "Crick, Tim@DTSC" <Tim.Crick@dtsc.ca.gov>

Hello Again Jim,

Upon further investigation, DTSC concurs with Padre's conclusion that No Action is required at this Site. Please contact me if you have any questions.

Thank you,

Letitia Shen

Hazardous Substances Engineer

Department of Toxic Substances Control

[8800 Cal Center Drive](#)

[Sacramento, CA 95826](#)

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From: Shen, Letitia@DTSC

Sent: Wednesday, October 25, 2023 6:28 PM

To: Jim Bush <jimyb1950@gmail.com>

Cc: Crick, Tim@DTSC <Tim.Crick@dtsc.ca.gov>

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