



DEPARTMENT OF RESOURCE MANAGEMENT
Planning Services Division

Phone (707) 784-6765

Fax (707) 784-4805

675 Texas Street Suite 5500, Fairfield, CA 94533
Bill Emlen, Director

www.solanocounty.com
Mike Yankovich, Program Manager

Administrative Permit Application

For Office Use	
Application No. <u>AD-18-02</u>	Date Filed <u>8-30-18</u>
Zoning District <u>A-40</u>	Permit Fee <u>867.00</u>
Land Use Type <u>SPECIAL EVENTS 60 OR LESS PER YEAR</u> <u>150 OR LESS PERSONS</u>	Receipt No. <u>1058397</u>
	Initial Review by <u>R</u>

SITE INFORMATION

Address: 5580 NICHOLAS LANE City: DIXON Zip: 95620

Assessor's Parcel Number(s): 141-090-250 Size (sq. ft/acre): 31.97

Preferred Property Access by Staff: ☐ OK to access ☐ Call applicant before access ☒ Call owner before access

CONTACT INFORMATION

Applicant: Leeanna Ellis

Mailing Address: 5580 Nicholas Lane City: Dixon State: CA Zip: 95620

Phone: 707-430-6276 Email: teamellis@gmail.com

Property Owner (check if same as applicant ☒)

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Additional Contact: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

PROJECT DESCRIPTION

Describe the type of development, proposed uses/business, phases, changes or alterations to the property or building and intent or purpose of your proposal. Attach additional sheets as necessary.

See attached narrative:

The questions in the following sections relate to the various general land use types that are subject to issuance of an administrative permit. Please review and answer the following questions to provide greater detail of your proposed project. If a particular set of questions does not apply, simply check the 'not applicable' box next to that section.

I. GENERAL	
1) List the square footage devoted to the project within each of the following areas:	
Residential structure: 0	Garage: 0
Accessory structure, list type: 0	
Outdoors: 6000	
2) Is any portion of the property under Williamson Act Contract, agricultural conservation, open space, or similar easement? If yes, provide contract number.	
N/A	
3) List any known additional permitting required from the County of Solano, and/or other local, state, federal agencies (ex. building permit, Dept. of Fish & Game, etc.)	
County Road Encroachment already installed. No new buildings purposed.	

II. GENERAL – BUSINESS RELATED USE (check if this section is not applicable <input type="checkbox"/>)
1) List the number of nonresident employees 0
2) Will customers or clients come on site? Yes
3) List the proposed number of off street parking spaces. 60 Spaces Per 28.73.30(B) 6 a6(i)
4) Hours of operation? 10am-10pm
5) Will there be any signs on the property to advertise or identify the business? If yes, describe how many, size, and type (ex. freestanding, wall mounted, electric, etc.). Please consult with the Planning Division or reference Section 28.96 of the Zoning Regulations to determine if a Sign Permit is also required.
No

III. AGRICULTURAL PROCESSING & AGRITOURISM (check if this section is not applicable <input checked="" type="checkbox"/>)
1) Will the agricultural related facility be operated by the property owner? Leased?
2) What percentage of agricultural product is grown on-site or off-site on land owned or leased by the operator within Solano County?
3) Will product tasting occur on-site? If yes, list the square footage devoted to the tasting facility.
4) Will retail sales take place on-site? If yes, list the square footage devoted to retail sales.
5) Will any non-agricultural products or pre-packaged food be retailed on-site? If yes, list the square footage of area devoted.

6) Will special events, ancillary to the agricultural processing facility, occur on-site? If yes, list the number of attendees and frequency of events.

IV. ANIMAL FACILITIES & OPERATIONS (check if this section is not applicable ☐)

1) List the type of animal and number of each.

2) Will any animals be boarded, trained, or given treatment for commercial purposes? If yes, describe activities.

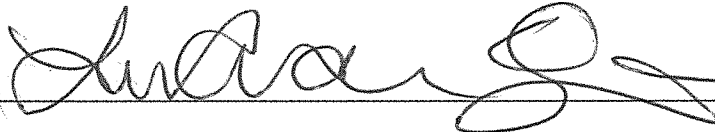
DECLARATION of INFORMATION

The property owner and applicant must sign below certifying that all information is to the best of his or her knowledge and is true and correct.

If the applicant is not the owner of record of all property included in this application, the signature given below is certification that the owners of record have knowledge of and consent to the filing of this application and supporting information. Additionally, the undersigned does hereby authorize representatives of the County to enter upon the above mentioned property for inspection purposes.

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.

Owner signature: _____



Date: 08/30/2018

Applicant signature: _____

Date: _____

Attachment A

PROJECT NARRATIVE

Owner: Leeanna Ellis

Applicant: Leeanna Ellis

Site Address: 5580 Nicholas Lane

APN: 141-090-250

Parcel Size: 31.97

Date: 8/30/2018

A special events facility planned to be incidental to my current principal agricultural use of the property. Special events will be limited to 6 or less per year as dictated by administrative permit requirements (Table 28.21 C). Each event will be 150 persons or less. All event activity will be outdoors. Primary use will be for county weddings, family gatherings such as girl scouts gatherings, family reunions etc. Tables, Chairs Ect will be used for events. There will be no permanent structures or buildings.

The project will comply with all standard as set for in subdivision (B)(6)(a):

Access: Access to the project site is from Nicholas Lane, a private road located off Fox Road. There is a road maintenance agreement between property owners that also use Nicholas Lane to access their properties. County Road encroachment paved to access private road already installed under use permit (U-14-03). Attached road maintenance agreement also included herein. A much larger project was approved by the county in 2014 on this same private road. The same road maintenance agreement was sufficient for a larger events facility approved by Resource Management. (APN 141-090-240 "Jack Rabbit Flats") Since that project approval no changes have been adapted to the county code.

Paved ADA parking made available as also indicated.

Food Vendors: No food will be prepared on site. Only outside vendors with permits approved by the division of environment health will be used.

Kitchen Facilities: No kitchen facilities. No event food will be stored on site.

Hours of Operation: All events will start no sooner than 10 a.m. and end by 10 p.m. Clean up between the hours of 8a.m - 11p.m. All guest of an event will leave the property by 10:30 pm. Events normally on Saturday or Sunday with the possibility of an occasional event on a weekday.

Operational Controls:

- i. Fugitive Dust: Measures such as water trucks , sprinkler system or other practices acceptable to the air quality management district shall be used in sufficient quantities to prevent airborne dust on unpaved dirt roads and parking areas. The private lane is currently gravel its entire length to the county road.
- ii. Noise: DJ or live bands may be used. Outdoor amplified sound shall not exceed 65 dB when measured at the property lines.
- iii. Any outdoor lighting used during events will be downcast and shielding so that neither the lamp nor the reflector interior surface is visible from an off-site location.

Odor: No odor is anticipated to be generated from the events.

Parking: ADA parking will be in compliance with state standards and is indicated on the attached site plan. Sufficient parking will be provided for all guests on the project site. No parking will take place on any road right-of-way. Signs shall be placed at 300ft intervals along the private road indicating this parking restriction. These signs shall be posted no sooner than the day before an event and taken down the day after.

Sanitation: Contracted portable restrooms will be delivered prior to each event and removed after the event. Portable restrooms will vary in number according to the event size but will be adequate capacity for all attendees. ADA compliance will be met. The contracted service will include waste management for all wastewater generated. Disposable receptacle will be made available for waste. Waste shall be properly disposed of at a local land fill.

Setbacks: As indicated on the site plan project is set back more than 100ft from any property line and 200' from any residence on an adjoining parcel. The nearest residence on an adjoining parcel is 650ft.

No Removal of Agriculture: Current farming activities will not be disrupted.

Use of Existing Structures: All activity will be outside. No structures will be used.

2002-57620

#6

2002-00057620

Recording Requested by
And When Recorded Mail to:

Morcorp
7545-B Pleasants Valley Road
Vacaville, CA 95688

Recorded By:
FRONTIER

Official Records
County of Solano
Robert Blechschmidt
Assessor/Recorder

08:00

07-MAY-02

52 RecFee 19.00
SurMon
NoPCOR
IncFee
DTTa
PL \$ 19.00
OvrSht.

AR:6

5

Pg5

DECLARATION OF EASEMENTS AND ROAD MAINTENANCE AGREEMENT

This Declaration of Easements and Road Maintenance Agreement is made and entered into this 29th day of April, 2002 by WILLIAM I. MORGAN, JR., a married man dealing with his separate property, hereinafter referred to as Declarant.

WHEREAS Declarant is the owner of that certain real property described as follows:

PARCEL ONE:

Parcel 1, as the same is shown on that certain Parcel Map entitled: "LEONARD RANCH PROPERTY, A PORTION OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE & MERIDIAN, COUNTY OF SOLANO, STATE OF CALIFORNIA", filed in the Office of the Solano County Recorder on July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88.

EXCEPTING THEREFROM, an undivided 50% interest of all oil, gas, and mineral rights, reserved in the Deed from Leonard Ranch, a California partnership, dated July 25, 1977 and recorded August 5, 1977, in Book 1977, at Page 58705, Instrument No. 34459.

APN: 141-090-220

PARCEL TWO:

Parcel 2, as the same is shown on that certain Parcel Map entitled: "LEONARD RANCH PROPERTY, A PORTION OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE & MERIDIAN, COUNTY OF SOLANO, STATE OF CALIFORNIA", filed in the Office of the Solano County Recorder on July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88.

EXCEPTING THEREFROM, an undivided 50% interest of all oil, gas, and mineral rights, reserved in the Deed from Leonard Ranch, a California partnership, dated July 25, 1977 and recorded August 5, 1977, in Book 1977, at Page 58705, Instrument No. 34459.

APN: 141-090-230

PARCEL THREE:

Parcel 3, as the same is shown on that certain Parcel Map entitled: "LEONARD RANCH PROPERTY, A PORTION OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE & MERIDIAN, COUNTY OF SOLANO, STATE

OF CALIFORNIA", filed in the Office of the Solano County Recorder on July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88.

EXCEPTING THEREFROM, an undivided 50% interest of all oil, gas, and mineral rights, reserved in the Deed from Leonard Ranch, a California partnership, dated July 25, 1977 and recorded August 5, 1977, in Book 1977, at Page 58705, Instrument No. 34459.

APN: 141-090-240

PARCEL FOUR:

Parcel 4, as the same is shown on that certain Parcel Map entitled: "LEONARD RANCH PROPERTY, A PORTION OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE & MERIDIAN, COUNTY OF SOLANO, STATE OF CALIFORNIA", filed in the Office of the Solano County Recorder on July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88.

EXCEPTING THEREFROM, an undivided 50% interest of all oil, gas, and mineral rights, reserved in the Deed from Leonard Ranch, a California partnership, dated July 25, 1977 and recorded August 5, 1977, in Book 1977, at Page 58705, Instrument No. 34459.

APN: 141-090-250

WHEREAS Declarant deems it necessary to create for the benefit of each of the aforesaid parcels easements for roadway, maintenance, and utilities.

WHEREAS Declarant intends and desires to keep such roadway at all times in good and passable condition, once any such portion of said roadway is constructed;

WHEREAS it is the intention of the Declarant to provide for the cost and expense of upkeep, maintenance and repair of the roadway and utility facility improvements;

NOW THEREFORE, Declarant hereby declares as follows:

1. Any Deed conveying Parcel One herein shall be made and accepted subject to an easement appurtenant to Parcels Two, Three and Four herein for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across that portion thereof delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement" and the Northerly and Westerly 60' of said Parcel One.

Mendoza Parcel 1

Any such Deed conveying Parcel One herein shall carry with it as an appurtenance to Parcel One, an easement for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across that portion of Parcel Two herein delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement".

Fielding Parcel 2

2. Any Deed conveying Parcel Two herein shall be made and accepted subject to an easement appurtenant to Parcels One, Three and Four herein for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across that portion thereof delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement".

Any such Deed conveying Parcel Two herein shall carry with it as an appurtenance to said Parcel Two, an easement for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across those portions of Parcel One herein delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement".

Foletta Parcel 3

3. Any Deed conveying Parcel Three herein shall be made and accepted subject to an easement appurtenant to Parcel Four herein for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across that portion thereof delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement" and the Westerly 60' of said Parcel Three.

Any such Deed conveying Parcel Three herein shall carry with it as an appurtenance to said Parcel Three, an easement for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across those portions of Parcels One, Two and Four herein delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement" and the Northerly and Westerly 60' of said Parcel One.

Ellis Parcel 4

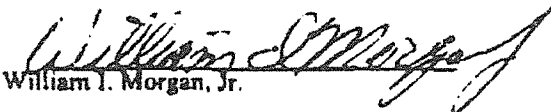
4. Any Deed conveying Parcel Four herein shall be made and accepted subject to an easement appurtenant to Parcel Three herein for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across that portion thereof delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement".

Any such Deed conveying Parcel Four herein shall carry with it as an appurtenance to said Parcel Four, an easement for the purposes of private roadway, vehicular and pedestrian ingress and egress, utilities, including but not limited to electric and telephone facilities, and incidental purposes, including but not limited to installation, maintenance, and repair, over, under and across those portions of Parcels One, Two and Three herein delineated on the Parcel Map filed July 11, 1978 in Book 15 of Parcel Maps, at Pages 87 & 88 as "60' Access and Utilities Easement", and over, under and across the Northerly and Westerly 60' of said Parcel One, and the Westerly 60' of said Parcel Three.

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5. The roadway and utility facility improvements to such easements, once any such portion thereof are constructed, shall at all times subsequent thereto be kept in good and passable condition.
6. The initial cost and expense of construction of roadway and utility facility improvements to those portions of the easements being within the Northerly sixty feet (60') of Parcels One and Two and within the Westerly sixty feet (60') of Parcels One and Three shall be borne by the Declarant. The initial cost and expense of construction of roadway and utility facility improvements within the remaining areas of the easements shall be the sole obligation of each owner as may be necessary or required to provide access onto the land owned by such owner.
7. In the event that any portion of the constructed roadway and utility facilities within the easement areas shall be damaged by equipment in the course of construction of improvements on any of the Parcels, or by the act of any owner, their employees, invitees, family or guests, then that Owner shall be solely obligated to pay all costs and expenses in connection with the repair of any such damage.
8. The costs and expenses of maintaining and repairing the roadway and utility facilities within each of the easement areas shall be shared equally by the owners of those parcels carrying those particular easement areas as an appurtenance or containing said portions of the roadway within their parcel, as set forth in Paragraphs 1, 2, 3, and 4 above.
9. Any and all obligation for contributions for maintenance, repair and upkeep of the roadway and utility facilities within such easements shall commence and be binding on such owner(s) upon the commencement of construction of improvements on the herein described Parcel so owned by each such owner(s).
10. In the event Declarant, or his heirs or assigns refuse to provide their proportionate share of the cost and expense of construction, maintenance, or repair of the roadway and utility facilities within said easements, it shall be lawful for any other person or persons owning said Parcels One, Two, Three or Four to prosecute any proceedings at law or in equity against the person or persons not sharing in the proportionate cost of constructing, maintaining or repairing said Easements and to recover said cost including reasonable attorney fees and court costs.
11. The terms, provisions, covenants, and conditions of this Declaration shall be binding upon and inure to the benefit of the Declarant, his heirs, successors in interest, devisees, personal representatives, and assigns. In the context of this Declaration, the plural shall include the singular, and the masculine shall include the feminine.

DECLARANT:


William I. Morgan, Jr.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SOLANO

} ss.

On

May 6, 2002

before me.

DAWN N. PEREZ, Notary Public

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared

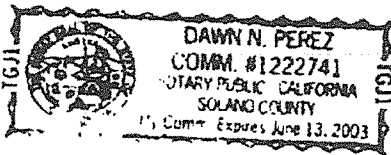
WILLIAM J. MORGAN, JR.

Name(s) of Signer(s)

personally known to me

☒ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Dawn N. Perez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____

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**END OF
ACKNOWLEDGMENT**

Attachment A

PROJECT NARRATIVE V1.2

Owner: Leeanna Ellis

Applicant: Leeanna Ellis

Site Address: 5580 Nicholas Lane

APN: 141-090-250

Parcel Size: 31.97

Date: 01/10/2019

A special events facility planned to be incidental to my current principal agricultural use of the property. Special events will be limited to 6 or less per year as dictated by administrative permit requirements (Table 28.21 C). Each event will be 150 persons or less. All event activity will be indoors and outdoors. Primarily used for county weddings and other family gatherings. Tables, Chairs Ect will be used for events. A proposed 60x40 or equivalent sized tent is proposed.

The project will comply with all standard as set for in subdivision (B)(6)(a):

Access: Access to the project site is from Nicholas Lane, a private road located off Fox Road. There is a road maintenance agreement between property owners that also use Nicholas Lane to access their properties. County Road encroachment paved to access private road already installed under use permit (U-14-03). Attached road maintenance agreement also included herein. A much larger project was approved by the county in 2014 on this same private road. The same road maintenance agreement was sufficient for a larger events facility approved by Resource Management. (APN 141-090-240 "Jack Rabbit Flats") Since that project approval no changes have been adapted to the county code.

ADA parking made available as also indicated on the proposed parking area.

Hours of Operation: All events will start no sooner than 10 a.m. and end by 10 p.m. Clean up between the hours of 8a.m - 11p.m. All guest of an event will leave the property by 10:30 pm. Events normally on Saturday or Sunday with the possibility of an occasional event on a weekday.

Operational Controls:

- i. Fugitive Dust: The applicant will use water trucks or sprinkler system in sufficient quantities to control dust on Nicholas lane as well as parking areas prior to and during the event as needed. The private lane is currently gravel the entire length to the county road.
- ii. Noise: DJ or live bands will be used. Outdoor amplified sound will not exceed 65 dB when measured at the property lines.
- iii. Parking areas will utilize post type lights and will be cast downwards to provide lighting for safety and security.

Parking: ADA parking will be in compliance with state standards and is indicated on the attached site plan. Sufficient parking will be provided for all guests on the project site. No parking will take place on any road right-of-way. Signs will be placed at 300ft intervals along the private road indicating a parking restriction. These signs will be posted no sooner than the day before an event and taken down the day after. The property directly to the south, west and east of the proposed parking area is row crops and does not have any residents or structures on it. In 2014 Applicant planted 325 "Green Giant" trees in a double row configuration along the entire west property line approximately 900 feet long. The trees are currently 9-10 feet tall and will provide a solid screen. Applicant feels this will provide adequate screening from neighboring properties. Photos are attached.

Setbacks: As indicated on the site plan project is set back more than 100ft from any property line and 200' from any residence on an adjoining parcel. The nearest residence on an adjoining parcel is 950ft.

No Removal of Agriculture: Current farming activities will not be disrupted.

Environmental Health

Odor: No odor is anticipated to be generated from the events.

Potable water: Water will be supplied and distributed via an existing private well. Average occupancy of 2.46 people per day will not trigger state testing requirements of 25 people per day. Applicant will complete a 1x analysis of nitrates and nitrites. Applicant will test well quarterly as required and quarterly sampling of water for E.coli and bacteria.

Sanitation: 2 ADA gender specific bathrooms/shower rooms are purposed. Disposable receptacle will be made available for waste. Waste shall be properly disposed of at a local land fill.

Food Vendors: Food will be prepared off site. Outside vendors with permits approved by the division of environment health may be utilized and those vendors will use the proposed tent for staging area if outside catering is required. Tents may also be used by food vendors for staging and serving.

These events are not open to the public.