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5 Attorney for Plaintiff  
 6 FALL RIVER DEVELOPMENT, INC., a California  
 7 Domestic Stock Corporation

8  
 9 IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 10 IN AND FOR THE COUNTY OF SHASTA

11 FALL RIVER DEVELOPMENT, INC.,  
 12 A California Domestic Stock Corporation

13 Plaintiff,

14 vs.

15  
 16 LASSEN PINES MUTUAL WATER CO.,  
 17 INC., A California Domestic Stock  
 18 Corporation,  
 19 DOES 1 through 50, inclusive,

20 Defendants.

Case No.:

**COMPLAINT FOR BREACH OF  
 PROMISE (PROMISSORY ESTOPPEL),  
 DAMAGES; SPECIFIC PERFORMANCE;  
 and DECLARATORY RELIEF**

21 COMES NOW the Plaintiff FALL RIVER DEVELOPMENT, INC., a California  
 22 Domestic Stock Corporation (hereinafter, FALL RIVER) and alleges as follows:

23 I.

24 PRELIMINARY ALLEGATIONS

25 1. Plaintiff FALL RIVER is a California corporation, duly authorized to  
 26 conduct business in the State of California, and at all times herein mentioned, was  
 27 conducting such business, particularly in the County of Shasta, State of California.  
 28

1           2.     Defendant LASSEN PINES MUTUAL WATER CO., INC. (hereinafter  
2 LASSEN PINES), was at all times herein mentioned, a California corporation,  
3 authorized to conduct business within the County of Shasta, and having as its  
4 principal executive office and principal business office the premises located at 9367  
5 Mountain Meadow Road, Shingletown, County of Shasta, California 96088.

6           3.     Defendants DOES 1 through 50, inclusive, are sued herein under  
7 fictitious names. Their true names and capacities are unknown to Plaintiff. When their  
8 true names and capacities are ascertained, Plaintiff will amend this Complaint by  
9 inserting the true names and capacities herein. Plaintiff is informed and believes and  
10 thereon alleges that each of the fictitiously named Defendants is responsible in some  
11 manner for the occurrences herein alleged, and that Plaintiff's damages as herein  
12 alleged were legally and proximately caused by those Defendants.

13           4.     Plaintiff FALL RIVER is, and was at all times herein mentioned, the  
14 owner of real property located at 9397 Thatcher Mill Road, Shingletown, Shasta  
15 County, California, bearing assessor's parcel numbers 701-040-008 and 701-010-031  
16 (hereinafter, the PROPERTY).

17           5.     The PROPERTY is and was at all times herein mentioned within the  
18 sphere of influence of Defendant LASSEN PINES, including particularly Shasta  
19 County Assessor's Parcel Number 701-040-008 which is in the service area of  
20 Defendant LASSEN PINES.

21    **II.**  
22           **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR BREACH OF**  
23           **PROMISE (PROMISSORY ESTOPPEL), DAMAGES AND SPECIFIC**  
24           **PERFORMANCE**

25           6.     Plaintiff incorporates by this reference all of the allegations contained in  
26 Paragraphs 1 through 5, above as though fully set forth at length at this point.

27           7.     On or about early 2012, in Shasta County, California, Plaintiff FALL  
28 RIVER's president, Frank Nichols, approached Defendant LASSEN PINES concerning

1 providing water to a project being developed by Plaintiff FALL RIVER. That project,  
2 which became known as Parcel Map 12-002 (hereinafter, the PROJECT), required a  
3 water supply for various purposes including without limitation fire suppression  
4 services. In these discussions between Mr. Nichols of Plaintiff FALL RIVER and  
5 Marion McLeod who was then the president of Defendant LASSEN PINES, Defendant  
6 LASSEN PINES stated a willingness to cooperate with Plaintiff FALL RIVER in  
7 developing the project. Those communications, occurring in the winter of 2011-2012,  
8 resulted in a letter dated February 23, 2012 from LASSEN PINES and executed by its  
9 then president, Marian McLeod. This letter, a true and correct copy of which is  
10 attached hereto and denoted Exhibit A, evidenced the LASSEN PINES' willingness to  
11 work with Plaintiff FALL RIVER to develop the PROJECT.

12 8. Plaintiff FALL RIVER proceeded with developing the PROJECT and had  
13 periodic contact with Defendant LASSEN PINES, which during these  
14 communications, was aware of five studies undertaken by plaintiff FALL RIVER to  
15 develop the PROJECT, and the associated expenses, incurred by plaintiff FALL RIVER  
16 up to January, 2016, as well as 2 additional studies completed thereafter, at additional  
17 expense to plaintiff FALL RIVER. During various communications between Plaintiff  
18 FALL RIVER and Defendant LASSEN PINES, FALL RIVER made it clear, and  
19 Defendant LASSEN PINES understood, that Plaintiff FALL RIVER was depending  
20 upon the continued cooperation of Defendant LASSEN PINES in providing water  
21 supply necessary for fire prevention, protection and suppression services necessary  
22 for completion of the PROJECT. Defendant LASSEN PINES continued to represent to  
23 Plaintiff FALL RIVER its willingness to cooperate, knowing full well that Plaintiff  
24 FALL RIVER was moving forward in expending significant sums of money and  
25 capital to further completion of the PROJECT.

26 9. One of the conditions of approval of the PROJECT by the Shasta County  
27 Department of Resource Management was, among other things, adequate water  
28 supply for fire prevention, protection and suppression. As the PROJECT drew near to  
the approval of a tentative map status, Plaintiff FALL RIVER reaffirmed with

1 Defendant LASSEN PINES the latter's willingness to provide adequate and necessary  
2 water for fire prevention, protection and suppression services. During the summer of  
3 2016, Defendant LASSEN PINES continued to make oral representations of its  
4 willingness to provide the water necessary for such services, culminating in and  
5 reaffirmed by correspondence from Defendant LASSEN PINES' duly elected  
6 president, Erik Wahlman, directed to Kent Hector of the Shasta County Department of  
7 Resource Management. In that letter, Defendant LASSEN PINES reaffirmed its oral  
8 commitment that it will "supply emergency fire suppression water from our existing  
9 fire hydrants to the parcels created by Parcel Map 12-002 in the event of an emergency  
10 fire situation." A true and correct copy of the aforesaid letter is attached hereto as  
11 Exhibit B.

12 10. As a result of these oral representations made both directly to Plaintiff  
13 FALL RIVER, and the representatives of Shasta County Department of Resource  
14 Management, Plaintiff FALL RIVER was successful in obtaining an approved  
15 Tentative Map for Parcel Map 12-002, herein referred to as the PROJECT. Those  
16 conditions of approval included, among other things, that the applicant [Plaintiff  
17 FALL RIVER] provide fire protection water as specified by the LASSEN PINES  
18 MUTUAL WATER CO. and in accordance with the fire safety standards, as set forth  
19 in Condition 16 of the Conditions of Approval. Additionally, also based on the  
20 conduct and representations of Defendant LASSEN PINES, an additional condition of  
21 approval, Condition 37, required that the applicant [Plaintiff FALL RIVER] satisfy all  
22 requirements, as determined by the LASSEN PINES MUTUAL WATER CO. to  
23 provide water service for fire protection purposes for the PROJECT .... A true and  
24 correct copy of the aforesaid Conditions of Approval are attached hereto as Exhibit C.

25 11. Based on the numerous oral and written representations made by  
26 Defendant LASSEN PINES and its authorized representatives, Plaintiff FALL RIVER  
27 moved forward with the development of the PROJECT, expending in excess of  
28 \$104,000 in efforts to see the PROJECT to its conclusion. Plaintiff FALL RIVER alleges

1 that its conduct in relying upon the oral and written representations of Defendant  
2 LASSEN PINES and its authorized representatives was reasonable and justified.

3 12. Based on the foregoing described acts and other conduct of Defendant  
4 LASSEN PINES, Plaintiff FALL RIVER continued to pursue completion of the  
5 PROJECT by complying with all of the conditions of approval. Plaintiff FALL  
6 RIVER's president, Frank Nichols requested of Defendant LASSEN PINES, that it take  
7 action necessary to meet the conditions imposed by the County of Shasta at its  
8 October, 2017 board meeting. Despite the promises, assurances and representations  
9 made previously as alleged herein, the board of directors of Defendant LASSEN  
10 PINES reneged on its promises, assurances and representations alleged herein, and  
11 refused to take action necessary to give effect to its promises, assurances and  
12 representations.

13 13. Subsequently, Plaintiff FALL RIVER again approached Defendant  
14 LASSEN PINES by letter dated January 10, 2018 addressed to the Board of Directors of  
15 Defendant LASSEN PINES, requesting that Defendant LASSEN PINES comply with  
16 its oral and written representations (upon which Plaintiff FALL RIVER reasonably  
17 relied in pursuing the PROJECT) by providing the necessary water supply for fire  
18 prevention, protection and suppression services. A true and correct copy of that letter  
19 is attached hereto and denoted Exhibit D. Previous to this request, various board  
20 members of Defendant LASSEN PINES acknowledged that its fire suppression  
21 facilities would be used in the event of a fire event on the PROPERTY regardless of  
22 any action taken by its board, and that additional fire protection was good for  
23 everyone in Defendant LASSEN PINES' sphere of influence, demonstrating the lack of  
24 any adverse consequence to defendant LASSEN PINES in complying with its  
25 promises, assurances and representations made to Plaintiff FALL RIVER, as alleged  
26 herein.

27 14. In an effort to resolve any hesitancy on the part of Defendant LASSEN  
28 PINES to comply with its oral and written representations, Plaintiff FALL RIVER has  
repeatedly offered to donate the cost of two new fire hydrants and to give up any

1 right to domestic water to one the parcels contained in the PROJECT which said had  
2 already been annexed to Defendant LASSEN PINES' service area. Erik Wahlman, in  
3 his capacity as president of Defendant LASSEN PINES, continued to represent to  
4 Plaintiff FALL RIVER that it was willing to supply the promised fire suppression  
5 water supply and continued to encourage Plaintiff FALL RIVER to move forward  
6 with the development, as Defendant LASSEN PINES had done since early 2012.

7 15. Plaintiff FALL RIVER is informed and believes and upon that basis  
8 alleges that Defendant LASSEN PINES during its Board meeting on January 17, 2018  
9 again refused to take up the matter of the promises, assurances and representations  
10 made to plaintiff FALL RIVER (upon which it reneged, in its previous formal action),  
11 to provide the aforesaid water supply for fire prevention, protection, and suppression  
12 purposes, despite its long history of making promises, assurances and  
13 representations, both oral and written, thereby encouraging Plaintiff FALL RIVER to  
14 move forward with development of the PROJECT at Plaintiff FALL RIVER's great  
15 expense. In refusing to provide the aforesaid water supply, Defendant LASSEN  
16 PINES has not performed any part of its promises, assurances, or representations that  
17 it would in fact provide such water supply.

18 16. Plaintiff FALL RIVER was led to believe that Erik K. Wahlman was  
19 acting as agent for Defendant LASSEN PINES because Mr. Wahlman represented  
20 himself to be the president of the Defendant LASSEN PINES, signed correspondence  
21 as president of Defendant LASSEN PINES, was knowledgeable about the affairs and  
22 transactions of Defendant LASSEN PINES, and was known to Plaintiff FALL RIVER  
23 as being a Board member and acting in other capacities on behalf of Defendant  
24 LASSEN PINES. Plaintiff FALL RIVER is further informed and believes that at  
25 various time as alleged herein, Erik Wahlman was and is the duly elected president of  
26 Defendant LASSEN PINES. In so dealing with Erik Wahlman, Plaintiff FALL RIVER  
27 was caused by the conduct of Defendant LASSEN PINES to believe that Erik  
28 Wahlman had the authority to make certain promises, assurances, and representations  
binding upon Defendant LASSEN PINES. Further, in enacting its by-laws, dated

1 December 2010, which were provided to Plaintiff FALL RIVER by Defendant LASSEN  
2 PINES, it reaffirmed the authority of Erik Wahlman, as president, to make the  
3 promises, representations and assurances to Plaintiff FALL RIVER as alleged herein.  
4 During the course of the communications herein alleged, Defendant LASSEN PINES  
5 authorized and clothed Erik Wahlman with the authority to have general supervision,  
6 direction and control of the affairs and officers of the corporation. Further, said by-  
7 laws and the conduct of Defendant LASSEN PINES authorized Erik Wahlman as  
8 president to have the general power and duties of management usually vested in the  
9 office of president of a corporation, together with such other powers and duties as  
10 may be prescribed by the Board or the by-laws of Defendant LASSEN PINES. A true  
11 and correct copy pertinent portions of the by-laws as provided by Defendant LASSEN  
12 PINES to Plaintiff FALL RIVER is attached hereto as Exhibit E.

13 17. Injustice can be avoided by enforcing the Defendant LASSEN PINES'  
14 promises, assurances, and representations as herein alleged, completely and in total.  
15 The Court's failure to enforce Defendant LASSEN PINES' promises, assurances and  
16 representations as herein alleged would constitute a grave injustice to Plaintiff FALL  
17 RIVER. Further, enforcement of Defendant LASSEN PINES' promises, assurances and  
18 representations as herein alleged would be of no adverse effect and consequence to  
19 Defendant LASSEN PINES, and would be of no hardship whatsoever to it.

20 18. As an additional proximate and legal result of the conduct of the  
21 Defendant LASSEN PINES as herein alleged, and in the event its promises, assurances  
22 and representations are not enforced, plaintiff FALL RIVER has and will suffer  
23 substantial damages in a sum and manner to be proven at time of trial, but in no less  
24 than \$104,000 for sums expended, plus the loss of value of the completed PROJECT,  
25 and additional sums to be expended to correct the injustice resulting from the conduct  
26 of Defendant LASSEN PINES, also in a sum to be determined at time of trial.

27 WHEREFORE, Cross-Complainant prays for judgment against Defendants, and each  
28 of them, as hereinafter set forth.

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**III.**

**SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF AS TO ALL DEFENDANTS**

19. Plaintiff incorporates by this reference all of the allegations contained in Paragraphs 1 through 18, above as though fully set forth at length at this point.

20. Plaintiff FALL RIVER desires a judicial determination of the respective rights and obligations concerning plaintiff FALL RIVER's rights to, and defendant LASSEN PINES obligations to provide to plaintiff FALL RIVER, the aforesaid water supply for fire prevention, protection, and suppression purposes. As alleged, plaintiff FALL RIVER, on the one hand, alleges that defendant LASSEN PINES, has the obligation to supply to plaintiff FALL RIVER the aforesaid water supply for fire prevention, protection, and suppression purposes whereas defendant LASSEN PINES contends otherwise. Plaintiff FALL RIVER therefore seeks a judicial determination, including a declaration, that defendant LASSEN PINES, , has the obligation to supply to plaintiff FALL RIVER the aforesaid water supply for fire prevention, protection, and suppression purposes.

21. Such a declaration is necessary and appropriate at this time in order that plaintiff FALL RIVER may ascertain its rights and duties with respect to defendant LASSEN PINES, obligation to supply to plaintiff FALL RIVER the aforesaid water supply for fire prevention, protection, and suppression purposes. Further, the claims of plaintiff FALL RIVER and Cross-Defendant/Plaintiff KREPS arise out of the same allegations, and the determination of both in one proceeding is necessary and appropriate

WHEREFORE, Cross-Complainant prays for judgment against Defendants, and each of them, as hereinafter set forth.

**III.**

**PRAYER**

WHEREFORE, Plaintiff prays a judgment against Defendants and each of them, as follows:

1. **On the First Cause of Action:**

- a. For compensatory damages in a sum according to proof at time of trial and in no less than \$104,000;



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- b. For prejudgment interest on the compensatory damages awarded to plaintiff in a manner and sum according to proof at time of trial; and
- c. Alternatively, for a judicial order and determination requiring defendant LASSEN PINES to comply with the promises, assurances, and representations as alleged herein and to provide a water supply for fire prevention, protection and suppression to or for the benefit of Plaintiff and without limitation, as required by the Conditions imposed by the County of Shasta on the PROJECT;

2. **On the Second Cause of Action:**

For judicial determination that defendant LASSEN PINES has the obligation to comply with the promises, assurances, and representations as alleged herein and to provide a water supply for fire prevention, protection and suppression to or for the benefit of Plaintiff and without limitation, as required by the Conditions imposed by the County of Shasta on the PROJECT;

- 3. For costs of suit herein; and
- 4. For such other and further relief as the Court may deem just and proper.

LAW OFFICE OF RANDALL HARR

Dated: May \_\_\_\_\_, 2018

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RANDALL L. HARR, Attorney for Plaintiff,  
FALL RIVER DEVELOPMENT, INC., a  
California Domestic Stock Corporation

# **EXHIBIT A**



Lassen Pines Mutual Water Co, Inc.  
9367 Mountain Meadow Rd  
Shingletown, CA 96088  
lpww@frontiernet.net

Phone: (530) 474-5120  
Fax: (530) 474-5122

February 23, 2012

Mr. Frank Nichols  
President  
Fall River Development, Inc.  
2029 Tradition Way  
Redding, CA 96001

Dear Mr. Nichols:

It was a pleasure meeting with you at the water company. Welcome to the neighborhood.

To give you a little more information, enclosed is a copy of the water company Bylaws. Of particular interest is a paragraph on page 21 relating to the water company providing water to new users:

**5.14. No Automatic Right of Connection.** No Owner, merely as a result of being a Member in the corporation, shall be entitled to connect to the distribution system, or take water therefrom, except with the consent of, and subject to the rules and regulations promulgated by, the Board. The corporation reserves all rights, and shall have full control over all storage and distribution of water in the system, until it is actually released or delivered to the Members. Except as otherwise may be decided by the Board of Directors, all costs to connect to the distribution system – including but not limited to – permits, pipes, valves, construction, obtaining easement rights, and water testing, shall be born by the Owner.

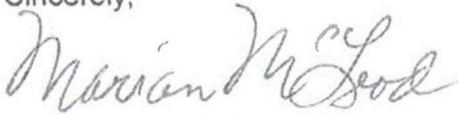
From your experience with the water company at Shasta Forest Village, we are sure you can appreciate that it would be irresponsible for us to make a commitment to provide water to a 60+ acre parcel without seeing what the County has actually approved and how that plan would affect our water supply capability (well, pumps, tank capacity, etc.). We understand that your current plan envisions four parcels in the meadow and that you intend to use the existing well to supply the existing houses and possibly two or three other residences.

That being said, we feel that we could provide water for up to 4-5 single family residences with our current capacity, but must reserve final approval when we have had an opportunity to see the final plan approved by the County.

Mr. Frank Nichols  
President  
Fall River Development, Inc.  
2029 Tradition Way  
Redding, CA 96001

When you have completed the subdivision process, we will be happy to work with you regarding the supplying of water for the new parcels.

Sincerely,

A handwritten signature in cursive script, reading "Marian McLeod". The signature is written in dark ink and is positioned above the printed name.

Marian McLeod, President  
*Lassen Pines Mutual Water Co., Inc.*

**EXHIBIT B**



**Lassen Pines Mutual Water Co., Inc.**

9367 Mountain Meadow Rd.

Shingletown, CA 96088

[lpmw@frontier.net](mailto:lpmw@frontier.net)

Phone: (530) 474-5120

Fax: (530) 474-5122

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August 3, 2016

To: Kent Hector  
Shasta County Dept. of Resource Management  
1855 Placer Street  
Redding, CA 96001

Dear Sir,

At the request of Mr. Frank Nichols / FALL RIVER DEVELOPMENT, INC. I have been asked as current President of the Lassen Pines Mutual Water Company to write a letter to your department stating that the water company will supply emergency fire suppression water from our existing fire hydrants to the parcels created by Parcel Map 12-002 in the event of an emergency fire situation.

Signed: Mr. Erik Wahlman  
President - LASSEN PINES MUTUAL WATER COMPANY

**EXHIBIT C**



# Shasta County

DEPARTMENT OF RESOURCE MANAGEMENT  
1855 Placer Street, Redding, CA 96001

Richard W. Simon, AICP  
Director  
Dale J. Fletcher, CBO  
Assistant Director

June 16, 2016

Frank Nichols  
Fall River Development, Inc.  
2029 Tradition Way  
Redding, CA 96001

Dear Mr. Nichols:

PARCEL MAP 12-002 - APPROVAL DATE: 06/09/2016  
EXPIRATION DATE: 06/09/2018

The Shasta County Planning Commission has approved Parcel Map 12-002, as indicated on the attached Resolution 2016-017.

A Parcel Map conforming to the approved tentative map must be prepared by, or under the direction of, a registered civil engineer or licensed land surveyor and submitted to the Department of Public Works for approval and recordation. All conditions of approval **must be met** prior to recordation (some may be bonded for). **It is your responsibility to notify the Planning Division in writing once these conditions have been met. After we have verified that these conditions have been met, the map may be recorded.** These conditions must be completed within 24 months of the date of map approval (see above). If, for some reason, you find that you can not complete the project within 24 months, you may request an extension of time by contacting the Department of Resource Management Planning Division in writing (including the appropriate fee) prior to the expiration date (see above).

Pursuant to the conditions of approval of your project, please pay the documentary handling fee for posting a Notice of Determination or Notice of Exemption for the project and also pay the appropriate fees pursuant to Fish and Game Section 711.4 (AB 3158). Said fees shall be paid within five (5) days following the end of any final appeal period, or in the event of a timely appeal within five (5) days following any final decision on the appeal, before the project approval will be considered final. Failure to pay the required fees will render this contingent project approval null and void. The fees are collected at the Shasta County Department of Resource Management Permit Counter located at 1855 Placer Street, Suite 103, Redding, CA.

State law prohibits the sale or lease of any portion of the property prior to recordation of the Parcel Map.

Sincerely,

Kent Hector, AICP  
Senior Planner

KH/trh

c: Department of Public Works

225-6789

*Suite 101*  
AIR QUALITY MANAGEMENT DISTRICT  
(530) 225-5674  
FAX (530) 225-5237

*Suite 102*  
BUILDING DIVISION  
(530) 225-5761  
FAX (530) 245-6468

*Suite 103*  
PLANNING DIVISION  
(530) 225-5532  
FAX (530) 245-6468

*Suite 201*  
ENVIRONMENTAL HEALTH DIVISION  
(530) 225-5789  
FAX (530) 225-5413

*Suite 200*  
ADMINISTRATION & COMMUNITY EDUCATION  
(530) 225-5789  
FAX (530) 225-5807



**RESOLUTION NUMBER 2016-016**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVAL OF ZONE AMENDMENT 15-008  
(FALL RIVER DEVELOPMENT)**

WHEREAS, the Planning Commission of the County of Shasta has considered an amendment to the Zoning Plan initiated by Fall River Development Inc., in accordance with the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to various affected public and private agencies, County departments, and referral agencies for review and comment; and

WHEREAS, the Shasta County Environmental Review Officer has reviewed the amendment and recommends a specific environmental finding; and

WHEREAS, public hearings were held on January 14, 2016 and on June 9, 2016; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Planning Division.

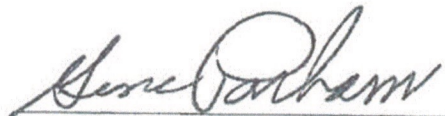
NOW, THEREFORE BE IT RESOLVED, that the Shasta County Planning Commission:

1. Makes the following environmental findings:
  - A. An Initial Study has been conducted by the Shasta County Department of Resource Management, Planning Division, to evaluate the potential for significant adverse environmental effects and there is no substantial evidence in light of the whole record before the agency that the project as revised and mitigated may have a significant adverse impact on the environment;
  - B. A Mitigated Negative Declaration has been prepared and circulated to the State Clearinghouse (SCH# 2015122012) pursuant to the California Environmental Quality Act (CEQA). The environmental documentation as considered for this project reflects the independent judgment of the approving authority.
  - C. Mitigation monitoring provisions have been considered by the approving authority pursuant to County Mitigation Monitoring and Reporting Procedures. Feasible mitigation measures have been specifically identified in the Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and incorporated in the Development Standards / Operational Conditions within the Tract Map. The Mitigation Monitoring and Reporting Program represents the program designed to ensure environmental compliance during project implementation. This program, as required by Public Resources Code Section 21081.6, is based on those documents and materials referred to in the Mitigated Negative Declaration, and incorporated therein by reference, which are maintained at the County Planning Division's office located at 1855 Placer Street, Suite 103, Redding, California.

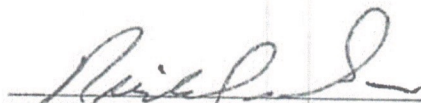
2. Recommends that the Shasta County Board of Supervisors adopt the CEQA determination of a Mitigated Negative Declaration.
3. Makes the following findings related to the proposed Zoning Plan Amendment:
  - A. That the proposed zoning of the Limited Residential, minimum lot area as shown on the parcel map (R-L-BSM) zone district on a 20-acre portion of the property and Open Space, 40-acre minimum lot area (OS-BA-40) zone district on the remainder portion of the property allows for uses consistent with the General Plan for this area; and
  - B. The proposed zoning is compatible with the existing land uses in the area.
4. Recommends that the Shasta County Board of Supervisors approve an amendment of the Zoning Plan of the County of Shasta, identified as Zone Amendment 15-008, to rezone Assessor's Parcel Numbers 701-010-031 and 701-070-023 from the Limited Residential (R-L) zone district to Limited Residential, minimum lot area as shown on the parcel map (R-L-BSM) zone district on a 20-acre portion of the property and Open Space, 40 acre minimum lot area (OS-BA-40) zone district on the remainder portion of the property, subject to the attached condition of approval.

DULY PASSED this 9<sup>th</sup> day of June 2016, by the following vote:

AYES: PARHAM, RAMSEY, CHAPIN, MACLEAN, WALLNER  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

  
\_\_\_\_\_  
GENE PARHAM, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:

  
\_\_\_\_\_  
RICHARD W. SIMON, Secretary  
Planning Commission  
County of Shasta, State of California

STATEMENT OF CONDITIONS

PROJECT IDENTIFICATION:  
PARCEL MAP 12-002 – FALL RIVER DEVELOPMENT

PLANNING:

1. The requirements of all concerned governmental agencies having jurisdiction including, but not limited to, the issuance of appropriate permits shall be met.
2. This approval is granted for the land division as shown on the tentative parcel map (Exhibit "A"). Minor modifications may be approved by the Planning Director. Any substantial revisions will require a revised map application and approval by the Planning Commission.
3. Approval of this tentative parcel map is contingent upon approval for a rezoning of the property to Limited Residential, minimum lot area as shown on the parcel map (R-L-BSM) zone district on a 20-acre portion of the property and Open Space, 40-acre minimum lot area (OS-BA-40) zone district on the remainder portion of the property.
4. **Note on the Parcel Map attachment sheet:** If, in the course of development, any archaeological, historical, or paleontological resources are uncovered, discovered, or otherwise detected or observed, construction activities in the affected area shall cease and a qualified archaeologist shall be contacted to review the site and advise the County of the site's significance. If the findings are deemed significant by the Environmental Review Officer, appropriate mitigations shall be required prior to any resumption of work on the project.
- 5.\* The parcel map shall note that prior to the issuance of a building permit for any proposed buildings or structures on each of the parcels, the applicant shall submit documentation or reports to the Building Division showing that the potential for structural distress due to the expansion of soils on-site has been reduced to meet building code requirements.
- 6.\* With the exception of a driveway to access a home site on Lot 1, the parcel map shall designate non-disturbance/non-building areas of a minimum of 25 feet in width along the western bank of Battle Creek (on Lot 1) and eastern-most 30 feet of Lots 1 through 4. The Parcel Map shall note that the driveway on Lot 1 shall be placed as close as possible to its western property line in order to avoid disturbing the 25-foot buffer area adjacent to Battle Creek. The parcel map shall also note that riparian, wetland, or other vegetation within these areas shall not be removed or disturbed, except as allowed by prior written approval by the Director of Resource Management (in consultation with the California Department of Fish and Wildlife).
- 7\* The remainder parcel shown on the tentative parcel map shall be rezoned from Limited Residential (R-L) zone district to Open Space, 40 acre minimum (OS-BA-40) zone district. In order to protect wetland and biological resources on this property, the parcel map shall note that no development permits on the remainder parcel shall be issued until such time as a tract map, or, if applicable, a parcel map (along with any necessary further CEQA review) has been approved and finalized.
8. The parcel map shall note that any future driveway to a building site on Lot 4 shall be located a minimum of 30 feet from the boundary lines of the adjacent properties identified by APN's 701-030-001, 701-030-002, & 701-030-003.

**ENVIRONMENTAL HEALTH DIVISION:**

9. **The face of the final map attachment sheet shall be annotated with this note:** “An on-site sewage disposal system shall be located only within the ½ acre designated sewage disposal areas indicated for each parcel unless an alternative site is specifically approved by the Director of Environmental Health.” The disposal area for said parcel(s) shall be delineated on the map.
10. **Note on the final map attachment sheet:** Any proposed grading which will create cuts or fills for roads, driveways, building sites, drainage ways or ditches on any of the proposed parcels shall be reviewed and approved for compliance with Shasta County Sewage Disposal and Grading Standards prior to the start of grading or the issuance of any development permits for the parcel(s).”
11. Both of the following conditions shall be met prior to the recordation of the final map:
  - The applicant shall submit well pump testing information to the Environmental Health Division showing that that water wells drilled for this project can supply an adequate amount of water for single family residences. The applicant may drill a new well or use the existing well to complete this test. **The well pump test shall be completed by and data prepared by a qualified engineer with ground water testing experience, or a qualified geologist with ground water testing experience or a hydrogeologist.** The test shall be completed in August, September or October. The test shall be completed long enough to determine the long term/safe well yield. The well pumping test may range from 4 hours to 24 hours. Please contact EHD for requirements regarding the pump test procedure and the report of results.
  - The applicant shall hire a qualified professional to collect water samples from the test well and have the samples laboratory tested for bacteria, and the results submitted to EHD.

**SHASTA COUNTY FIRE DEPARTMENT (SCFD):**

12. Roads shall be required to meet the requirements of Section 6.12 of the Fire Safety Standards prior to recording the final map. Improvement plans shall be submitted to the SCFD for review and approval prior to any grading or construction.
13. Cul-de-sacs for parcel maps shall be terminated by a turnaround or an approved alternate turnaround constructed in accordance with the Fire Safety Standards.
14. Bridges and culverts shall meet the design requirements as specified in the Fire Safety Standards and shall be capable of supporting a 40,000-pound vehicle load.
15. For existing residences on the parcels being created, driveways, driveway turnarounds, and address markers shall be brought into compliance with Sections 6.13 and 6.21 of the Fire Safety Standards prior to recording the map.

16. The applicant shall provide fire protection water as specified by the Lassen Pines Mutual Water Company, and in accordance with the Fire Safety Standards. The required improvements shall be installed and in service or bonded for prior to recording the map. Improvement plans shall be submitted to the Shasta County Fire Department and to the Lassen Pines Mutual Water Company for review and approval prior to trenching or construction. Shasta County Fire Department shall sign the improvement plans for this project prior to submitting plans to the Department of Public Works. Improvement plans will be reviewed for compliance with the Fire Safety Standards and other project specific conditions.
17. A centralized water system providing fire hydrants as specified by the Fire Safety Standards is required for this land division. The water system and fire hydrants shall be installed and in service or bonded for prior to recording final map. The system shall be maintained and operated by a Shasta County Service Area or other approved entity. Improvement plans shall be submitted to the Shasta County Department of Public Works and the SCFD for review and approval prior to trenching or construction.
18. The applicant shall dispose of any vegetation cleared for construction and/or land development purposes prior to recording the map. Disposal shall be in accordance with Air Quality Management District regulations and State or local Fire Department burning permit regulations.
19. Existing structures on the parcels being created shall be brought into compliance with Sections 6.63 of the Fire Safety Standards and Public Resources Code 4291. The applicant shall dispose of any vegetation cleared for this purpose prior to recording the map.
20. The applicant shall comply with the approved Wildland Fuel/Vegetation Management Plan prior to recording the map.
21. All buildings and accessory buildings must be located a minimum of thirty feet from proposed parcel lines and road easements.
22. Prior to approval of a building permit for a structure located within 100' feet of a designated non-disturbance area, the applicant for the building permit shall submit approval from the California Department of Fish and Wildlife for the removal of vegetation necessary to meet defensible space requirements in accordance with Public Resources Code 4291.

THE FOLLOWING SHALL BE PLACED AS NOTES ON THE MAP ATTACHMENT SHEET:

23. Advisory note: The land division is located in State Responsibility Area designated as a "VERY HIGH" Fire Hazard Severity Zone under Section 4203 of the Public Resources Code of the State of California.
24. Driveways, turnarounds, and street address markers shall meet the specifications of the Fire Safety Standards prior to the final inspection by the Shasta County Building Division for any new structures constructed on the parcels.
25. Rugged terrain, creeks, drainage, and other conditions may make driveway construction difficult or expensive on parcels created by this map. Driveways, turnarounds, and street address markers shall meet the specifications of the Fire Safety Standards prior to the final inspection by the Shasta County Building Division for any new structures constructed.

26. All buildings and accessory buildings constructed on parcels one acre or larger in size shall be setback a minimum of 30 feet from all property lines and road easements in accordance with the Shasta County Fire Safety Standards, but a 100-foot setback is recommended in order to comply with the defensible space requirement
27. In accordance with Public Resources Code Section 4291, the owner, builder, and/or applicant for a building permit, shall provide "Defensible Space." They shall maintain around and adjacent to any such building or structure a firebreak by removing all brush, flammable vegetation, or combustible growth for a distance of not less than 100 feet on each side thereof or to the property line, whichever is nearer. This does not apply to single species of trees, ornamental shrubbery, or ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure. Grass located more than 30 feet from such building or structure and less than 18 inches in height may be maintained to stabilize the soil.
28. Untreated wood-shake or shingle roofing is prohibited. Roofing shall have a Class A classification as specified in Section 1503 of the Uniform Building Code.23323
29. The driveway accessing the building site on Lot 1 shall be in constructed in accordance with 6.13 of the Fire Safety Standards and be built above the 100 year flood plain.

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE:**

30. The applicant shall pay the Shasta County Clerk a documentary handling fee for posting a Notice of Determination or Notice of Exemption for this project pursuant to the California Environmental Quality Act (CEQA), section 15075. The applicant shall also pay the appropriate fees pursuant to Fish and Game Section 711.4 (AB 3158). Said fees shall be paid within five (5) days following the end of any final appeal period, or in the event of a timely appeal within five (5) days following any final decision on the appeal, before the project approval will be considered final. Failure to pay the required fees will render this contingent project approval null and void.

**SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS:**

31. Prior to recording the Parcel Map, construct the following driveways to the current Shasta County standards, as described below:
  - A. Road Name: ACCESS TO LOT 1  
 Construction Limits: MOUNTAIN MEADOW RD THROUGH STEM OF PARCEL  
 Required Standard: SINGLE FLAGLOT  
 Right-of-way Width: 30 FEET MINIMUM Paving Width: 10 FEET

**NOTE:** Prior to recording the Parcel Map applicant may enter into an agreement to complete the above improvements within one year and post appropriate security as outlined in Shasta County Code 15.16.040 and 15.16.060. Note that annual agreement extensions, up to a total of five years, are allowed under said code sections.

32. Prior to recording the Parcel Map (or any construction or grading), obtain an encroachment permit from the Shasta County Department of Public Works, Development Services Division and construct the Type 'A' road connection as described by the encroachment permit at the following locations:
  - A. FLAGLOT DRIVEWAY TO LOT 1 @ MOUNTAIN MEADOW RD
  - B. DRIVEWAYS TO LOTS 2, 3, AND 4
33. Submit improvement plans for the flaglot driveway to Lot 1, grading, drainage and other public improvements to the Department of Public Works. The plans shall be prepared by a Registered Civil Engineer and must be approved by the Department of Public Works, Environmental Health Division, and other concerned agencies prior to any construction. A plan checking fee will be required at the time the improvement plans are first submitted.
34. Prior to recording the Parcel Map, offer for dedication to the public any interest the property owner may have in the following off-site rights-of-way and/or easements:
 

Street Name: MT MEADOWS RD
35. The following flood hazard information shall appear on the Parcel Map:
  - A. The limits of the area subject to inundation during the 100-year flood as described in the flood study dated April 21, 2016, on the North Fork of Battle Creek, by Hydmet Consulting.
36. **Note on the Parcel Map attachment sheet:** Prior to development of Remainder Parcel, applicant shall submit proof of legal road access.

**LASSEN PINES MUTUAL WATER COMPANY:**

37. Prior to the recordation of the final map, the applicant shall satisfy all requirements, as determined by the Lassen Pines Mutual Water Company to provide water service for fire protection purposes for the project. The applicant shall also provide a letter to the Department of Resource Management, Planning Division from the Lassen Pines Mutual Water Company which states that all their requirements for providing water for fire protection purposes have been met for this project.

**ADVISORY NOTICES:**

- A. The approval for this tentative map will expire 24 months from the date of approval unless an extension of time is applied for by the applicant and granted by the approving agency in accordance with adopted ordinances and established policy.
- B. Unless otherwise noted, all listed conditions must be completed prior to recordation of the Parcel Map. The applicant is responsible for demonstrating that all conditions requiring completion prior to recordation of the Parcel Map have been satisfied prior to submitting the map for recordation. Failure to demonstrate compliance with conditions may result in a delay in recordation of the map.

\* Denotes mitigation measures of the Mitigated Negative Declaration.

**EXHIBIT D**



**FALL RIVER DEVELOPMENT, INC.**  
**FRANK NICHOLS**  
2029 Tradition Way Redding, CA 96001  
530-229-9426, Mobile 530-604-4502  
e-mail: frankbnichols@gmail.com

January 10, 2018

To: Board of Directors

Lassen Pines Mutual Water Co., Inc. e-mail: lpmw@frontiernet.net

9367 Mountain Meadow Rd

Shingletown, CA 96088

Re: Parcel Map 12-002 and two new fire hydrants

I am requesting that the Board of Directors of the Lassen Pines Mutual Water Co. consider at the January 17, 2018 meeting the following:


1. I donate sufficient money to the water company to cover the installation of two new fire hydrants at the previously designated locations on Thatcher Mill Rd and Mountain Meadow Rd.
2. No domestic water to be served to any of the parcels described in PM 12-002. The County has approved individual wells for each parcel.
3. No additional annexation of the properties described in PM 12-002 will be needed. The "Sphere of Influence" concept recognized by the County provides the necessary authority for fire fighters to enter the property to fight a fire. The LPMWCo will not have any facilities within the properties in PM 12-002 and no employees of the water co ever need to enter said properties. There should not be any liability to the LPMWCo.
4. The LPMWCo write a letter to the Shasta County Fire Marshall that the properties in PM 12-002 are within the "Sphere of Influence" of the LPMWCo and that the LPMWCo wants to provide fire protection water to all the properties in the "Sphere of Influence".

It is my intention to complete the requirements of the County of Shasta to finalize Parcel Map 12-002. The best way for me and for LPMWCo. is to

come to an agreement as described above. The other way is for me to form my own domestic and fire water system for PM 12-002.

The formation of the new water system is underway. The legal document required for formation has been prepared by my attorney and has passed scrutiny by the Fire Marshall, Jimmy Zanotelli, and the Director of Shasta County Dept of Resource Management, Rick Simon. I am preparing the other documents for the formation of a Small Public Water Company as per Shasta County Regulations. This option is a disadvantage to both the LPMWCo. and to me. It will be costly for me to install and maintain and it will not provide two new fire hydrants along the roads.

Sincerely,

A handwritten signature in cursive script that reads "Frank Nichols".

Frank Nichols, President,  
Fall River Development, Inc.

BYLAWS  
OF  
LASSEN PINES MUTUAL WATER CO., INC.

December 2010

assigned by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chair of the Board shall also be the President of the corporation.

10.08. President. The President shall be appointed by the Board of Directors. He or she shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board, have general supervision, direction and control of the affairs and Officers of the corporation. If there is no Chair of the Board, the President shall preside at all meetings of the Board. The President shall have the general power and duties of management usually vested in the office of President of a corporation, together with such other powers and duties as may be prescribed by the Board or the Bylaws.

10.09. Vice President. The Vice President shall be appointed by the Board of Directors. In the absence or disability of the President, the Vice President shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. He or she shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the Bylaws.

10.10. Secretary. The Secretary shall be appointed by the Board of Directors. The Secretary shall keep or cause to be kept at the principal office or such other place as the Board may order, a book of minutes of all meetings of Directors and Members, with the time and place of holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of Members present in person or by proxy at Members' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, appropriate current records showing the Members of the corporation, together with their addresses. He or she shall give, or cause to be given, notice of all meetings of the Board required by the Bylaws or by law, and he or she shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

10.11. Chief Financial Officer. The Chief Financial Officer shall be appointed by the Board of Directors. The Chief Financial Officer, who may also be known as the Treasurer, shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books and records shall at all reasonable times be open to inspection by any Director or Member. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board. He or she shall disburse the funds of the corporation as may be ordered



**Lassen Pines Mutual Water Co., Inc.**

9367 Mountain Meadow Rd  
Shingletown, CA 96088  
[lpmw@frontiernet.net](mailto:lpmw@frontiernet.net)  
[www.lassenpineswater.com](http://www.lassenpineswater.com)

Phone: (530) 474-5120  
Fax: (530) 474-5122

November 9, 2017

Fall River Development, Inc.  
Attn: Frank Nichols  
2029 Tradition Way  
Redding, CA 96001

Re: Letter Dated October 31, 2017 regarding Delinquency Notice on Property ID # MMR008

The property that we identify using the ID # MMR008 is Shasta County Assessor's Parcel Number 701-040-008. Our Bylaws under Exhibit A - Service Area Description starting on page 54 have all the parcel numbers listed that are defined in our service area. On Page 57, the second property identified under Thatcher Meadows Road is Parcel Number 701-040-008. You can get a copy of our Bylaws online at [www.lassenpineswater.com](http://www.lassenpineswater.com).

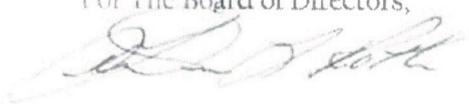
On March 10, 2017 we sent you and a number of other property owners a letter stating that although we had not previously billed your properties the Operations and Maintenance Base Fee we were going to require that you pay for this service from now on since your properties are in our service area. We have attached a copy of this letter to our correspondence. We then sent you a bill on July 1, 2017 for the 1<sup>st</sup> Quarter we started to bill you. Since we did not receive payment for this bill we sent you a Delinquency Notice on August 31, 2017 with the addition of a flat rate 10% late payment penalty (see our fee schedule -- also online). We sent you the second quarter bill on October 1, 2017 and since we still had not received a payment from you we sent the Final Delinquency Notice on October 27, 2017, giving you until November 15, 2017 to pay your overdue balance or we would place a lien on your property.

As to the authority to lien your property we are given the right through AB 240 Mutual Water Companies and our Bylaws. You can find a copy of AB 240 online and once again our Bylaws are online at [www.lassenpineswater.com](http://www.lassenpineswater.com).

Last of all, we turned down your request to have your Parcel Map 12-002 annexed into our service area which is different from Assessor's Parcel Number 701-040-008 which is already in our service area as previously brought out. The minutes for the October 21, 2017 Board Meeting are currently being drafted and will be available online soon.

In conclusion we expect to receive the payment due on your account in the amount of **\$216.30** by November 15, 2017 or we will place a lien on your property by December 1, 2017 as brought out in our Final Delinquency Notice.

For The Board of Directors,

  
Gordon Lee Roth, Vice President  
Lassen Pines Mutual Water Co., Inc.