



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson, AICP
Planning Director

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Planning Director

DATE: December 11, 2007

**SUBJECT: REQUEST TO APPROVE AN AMENDMENT TO
AGRICULTURAL PRESERVE 133 - GEORGE BRENNER
PAGP 20070619**

ACTION REQUESTED:

The Board of Supervisors is being asked to approve a resolution to amend Agricultural Preserve 133 for the Brenner Ranch to include an additional 30-acre parcel.

BACKGROUND/ANALYSIS:

The Brenner Ranch is located at 5239 State Highway 193 in the rural east Lincoln area, one mile east of the intersection of Highway 193 and Sierra College Boulevard. The 80-acre ranch includes two properties, one of which is enrolled in the Williamson Act Program as Agricultural Preserve 133, which comprises 50-acres. The 30-acre parcel that is the subject of this request is located adjacent to the northeast property boundary of the existing Agricultural Preserve. It was acquired by Mr. Brenner in 2005, and was not under agricultural production at that time. The property has since been improved with irrigation and includes 12-acres of irrigated peach orchards and a 3-acre vineyard, which were established in January 2006 and January 2007. The remainder of the property is being prepared for additional orchard planting.

Agricultural Commission Hearing on Proposed Amendment

The Placer County Farm Advisor, Placer County Agricultural Commissioner, and the Placer County Planning Department evaluated the proposed amendment of this Agricultural Preserve, and presented their findings to the Agricultural Commission at its October 29, 2007 meeting. The Commission found the amendment is consistent with the Placer County General Plan and with requirements of Placer County for enrollment of property into its Williamson Act program, including compliance with Section 6.20.C.3 of the Placer County Administrative Rules for Williamson Act Lands, which allows sites planted for orchard or vineyard operations to receive contract approval prior to becoming productive. The Agricultural Commission took action to recommend that the Board of Supervisors approve the amendment to Agricultural Preserve 133 on a vote of six to zero with Commissioner Brenner abstaining. The Agricultural Commission did not have additional concerns or comments for consideration by the Board of Supervisors.

General Plan Consistency

The approval of Williamson Act contracts is consistent with the goals and policies of the Placer County General Plan, which encourage enrollments of agricultural lands into its Williamson Act program to preserve the limited supply of valuable agricultural land and to improve the financial viability of Placer County's agricultural economy through actions that have the potential to reduce costs and increase profits.

Fiscal Impact

The Assessor's Office has determined that enrolling this property into the Williamson Act program would result in lowering the property's assessed value from \$312,120.00 to \$17,995.00, which would result in reduced property tax revenues.

Conclusion

Staff has attached one contract and one resolution that, when executed, will amend Agricultural Preserve 133 as PAGP 20070619. The resultant contract reflects the property owner's application submittal and is consistent with provisions of the California Land Conservation Act and Placer County requirements for enrollment of property into its Williamson Act program. Staff has prepared findings of fact for approval of the Agricultural Preserve, and for a categorical exemption from CEQA.

RECOMMENDATION:

Staff recommends that the Board take the following action:

1. Make a finding that the amendment of Agricultural Preserve 133 is consistent with the Placer County General Plan.
2. Make a finding that the amendment of Agricultural Preserve 133 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.
3. Approve the findings in support of the determination that amendment of this Agricultural Preserve is Categorically Exempt from environmental review pursuant to Section 15317 of the California Environmental Quality Act and Class 17, Section 18.36.190 of the Placer County Environmental Review Ordinance (Open space contracts or easements).
4. Approve and authorize the Chair to sign the attached resolution to amend Agricultural Preserve 133 as Agricultural Preserve PAGP 20070619.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

Exhibit 1:	Findings in support of contract amendment
Exhibit 2:	Resolution and Contract amending PAGP 20070619
Exhibit 3:	Agricultural Commissioner's Memo dated November 9, 2007
Exhibit 4:	Assessor's Memo dated October 24, 2007
Exhibit 5:	Vicinity Map
Exhibit 6:	Plat Map
Exhibit 7:	Aerial exhibit

cc: George Brenner, Property Owner
Assessor's Office
Christine Turner, Agricultural Commissioner's Office

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EXHIBIT 1

FINDINGS OF FACT: PAGP 20070619

CEQA

The Board of Supervisors of the County of Placer finds that amendment to the boundaries of an Agricultural Preserve to include additional acreage is categorically exempt from review under CEQA pursuant to Section 15317, Open Space Contracts or Easements (Class 17) of the CEQA Guidelines (ERO Section 18.36.019).

Contract Findings

1. Amendment of Agricultural Preserve 133 to include an additional 30-acres is consistent with the goals and policies of the Placer County General Plan because this action will result in conservation of the declining supply of valuable agricultural land and will improve the financial viability of Placer County's agricultural economy.
2. Amendment of Agricultural Preserve 133 to include an additional 30-acres, which will result in enlargement of the Agricultural Preserve, is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF PLACER, STATE OF CALIFORNIA**

**In the matter of: A RESOLUTION AMENDING
AGRICULTURAL PRESERVE 133 AS PAGP-
20070619**

Reso. No:

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage

Chairman, Board of Supervisors

ATTEST:
Clerk of said Board

THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE THAT:

Pursuant to the provisions of Government Code Section 51200, et seq., that the boundaries of Agricultural Preserve 133 are hereby amended to include that real property described in the Land Conservation Agreement attached hereto, including Exhibits A & B to that contract, all of which are incorporated herein by reference, and illustrated on the map attached as Exhibit 6.

BE IT FURTHER RESOLVED that the Chairman be authorized to sign said Agreement.

RECORDED BY COUNTY OF PLACER

Return to:

Placer County Planning Department
Planning Commission Clerk
3091 County Center Drive
Auburn CA 95603

LAND CONSERVATION AGREEMENT - PAGP-20070619

THIS AGREEMENT, made and entered into this 27th day of November, 2007, by and between JAMES BRENNER, THOMAS BRENNER, JEANMARIE BILLS, JOHN BRENNER, ROBERT BRENNER, AND BARBARA BRENNER, hereinafter called "OWNER" and the COUNTY OF PLACER, hereinafter called "COUNTY"

WITNESSETH:

WHEREAS, OWNER possesses certain real property, located within Placer County, as described and shown in Exhibits "A" and "B", attached hereto, which is devoted to the production of agricultural commodities for commercial purposes, and which is located within an Agricultural Preserve previously established; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural purposes in order to discourage premature and unnecessary conversion of such land to urban use, recognizing that such land has substantial public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY, and both parties having determined that the highest and best use of such land, during the life of the within contract, is for agricultural purposes.

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

1. Authority: This Agreement is made under authority of the Land Conservation Act of 1965, Government Code Section 51200 et seq. (The Act)
2. Limitation on Land Use: During the term of this Agreement, the above-described land shall only be used for the production of plant and animal products for commercial purposes.

No structures shall be erected upon such land except those directly related to, and compatible with, production of plant and animal products for commercial purposes, and except those residence buildings for such individuals as are engaged in the care, use, operation, or management of said land. Compatible land use shall include, but not be limited to:

- A. Public Utilities: Electric, gas, water, sewer, oil, and communication lines, both overhead and underground.

- B. Communication equipment buildings and distribution substations.
- C. Public Utility substations and service yards.

No division of said land shall be made, except in accordance with COUNTY Ordinances as from time to time amended.

3. Eminent Domain: When any permissible action in Eminent Domain, for the condemnation of the fee title of the land under Agreement is filed, or when such land is acquired in lieu of Eminent Domain for a public improvement, by a public agency or person, the following rules shall apply:

- A. If the taking is of the entire acreage, this Agreement shall be null and void as of the date the action is filed and, thereafter, the contract shall not be binding on any party to it.
- B. If the taking is of a portion of the entire acreage, this Agreement shall be null-and-void as to the acreage so taken as of the date the action is filed, and, thereafter, the contract shall not be binding on any party to it as to such acreage taken. If, after such taking, the remaining land qualifies for an Agreement under COUNTY'S criteria, this Agreement shall continue as to such remaining acreage; if it does not qualify, then this Agreement to be null-and-void as to such remaining acreage.

As to such taking, OWNER shall be entitled to compensation for such land as he would have received if this Agreement had never been executed. OWNER shall not be subject to any penalty for termination of the Agreement as hereinabove provided.

4. Length of Agreement: This Agreement shall be effective commencing on January 1, 2008 and shall remain in effect for a period of ten (10) years therefrom, except as provided by Paragraph 5 and 6 thereof.

5. Renewal: This Agreement shall be automatically renewed on the first day of January of each year, for a period of ten (10) years from the date of said renewal, unless written notice of Non-Renewal is given by COUNTY within 60 days of the renewal or by OWNER within 90 days of the renewal date. If notice of Non-Renewal is given as provided above, this Agreement shall then expire automatically nine (9) years from January 1st following such notice of Non-Renewal. There is no penalty attached to any notice of Non-Renewal.

6. Cancellation: This Agreement may be canceled by mutual agreement of all parties to this Agreement if:

- A. COUNTY holds a public hearing on the matter after mailing notice to each and every OWNER of property under contract or agreement within the agricultural preserve in which the agreement property is located, and after publishing notice of

such hearing, as specified in Government Code Section 6061; and

- B. At or before such hearing, less than 51% of the contracted or agreement acreage in such preserve protest such cancellation.

It is the intention of the parties hereto that cancellation will not be requested by OWNER, and will not be approved by COUNTY, except on a clear showing, to the COUNTY'S exclusive judgment and satisfaction that there has occurred a change of circumstances beyond the control of OWNER and his successors in interest, and that such change would clearly promote the public welfare.

The existence of an opportunity for another use of the land shall not be sufficient reason for cancellation. A potential alternative use of the land may be considered only if there is no proximate land, not subject to a Land Conservation Act Contract or Agreement, suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural use shall not be sufficient reason for cancellation. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

The cancellation fee shall be 12½% of the full market value of the land, when relieved of the restriction, as found by the Assessor. The determination of unrestricted value may be made the subject of an Equalization Hearing.

If, in the COUNTY'S judgment, there has occurred a change of circumstances, beyond the control of the OWNER or his successors in interest, COUNTY may waive all or part of the penalty, if the Waiver is subject to these findings by the COUNTY:

If the Board of Supervisors finds that it is in the public interest to do so, the Board may waive any payment or any portion of a payment by the landowner, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of the contract, had it not been canceled, if all of the following occur:

(1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to the owner.

(2) The Board has determined that it is in the best interests of the program to conserve agricultural land use that the payment be either deferred or is not required.

(3) The waiver or extension of time is approved by the Secretary of the Resources Agency. The Secretary shall approve a waiver or extension of time if the secretary finds that the granting of the waiver or extension of time by the Board of Supervisors is consistent with the policies of this chapter and that the Board complied with this article.

In evaluating a request for a waiver or extension of time, the Secretary shall review the findings of the Board, the evidence in the record of the Board, and any other evidence the Secretary may receive concerning the cancellation, waiver, or extension of time.

- 7. Amendment: It is the intention of the parties hereto that this Agreement will not be amended, except on a clear showing, to the COUNTY'S exclusive judgment and

satisfaction, that amendment of this Agreement would be consistent with the COUNTY'S administrative rules and The Act, and that any such amendment would clearly promote agricultural and open space uses.

8. Assessor's Report: The COUNTY'S Assessor shall annually, during the continuation of this Agreement, report to the OWNER and to the COUNTY'S Board of Supervisors the equalized, unrestricted assessed value.
9. Payment: 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 agreement is the substantial public benefit to be derived therefrom, and the advantage which might accrue to OWNER as the result of possible reduction in the assessed value of said property, due to the imposition of the limitations on its use contained herein, as such factors are relevant to appraising and assessing standards under the California Constitution and California Revenue and Taxation Code 402.1, and all amendments thereto, and all other relevant sections therein.
10. Running with Land: This Agreement shall run with the land described above and shall be binding upon the heirs, successors, and assigns of the parties hereto.
11. Constitutionality: If the Land Conservation Act of 1965, contained in Government Code Sections 51200, et. seq., be declared to be unconstitutional by a Final Judgment of a Court of the State of California, or the Federal Government, then this Agreement shall be null-and-void.
12. Transfer of Contract: If OWNER enters into a Contract, pursuant to Government Code Section 51240, on all or any portion of land covered under this Agreement, this Agreement shall then terminate as to such land covered by such Contract. There shall be no cost or penalty to OWNER for the termination of this Agreement as to such contracted lands.
13. Compatible Uses: As used in this Agreement, the term "Compatible Uses" includes, but is not limited to the following:
 - (1) The cultivation of ground, including the preparation of soil, planting or seeding, and the raising and harvesting of trees, timber, fruits, vegetables, flowers, grains, and other stock crops; the raising, feeding, managing and breeding of livestock, poultry, fish, birds, and other animals; greenhouses; the excavation of earth, and the drilling of wells exclusively for agricultural and domestic uses; single family dwellings for persons who labor full-time on such land, together with barns, corrals, and other outbuildings and structures accessory to the foregoing. The sale on the premises of products produced hereon. The operation of private clubs for hunting and fishing. The packing, storing, and processing of products grown on the land, together with accessory buildings and structures required therefor. Commercial raising, feeding, managing, breeding, and sale on the premises of fish. Wineries.

- (2) With a valid Land Development Permit issued under the COUNTY Zoning Laws: Stands and other facilities, for the purpose of selling products produced on the land, together with accessory picnic facilities; sales of agricultural products produced off the premises, provided that the sale of such products is incidental and secondary to the sale of agricultural products produced on the premises; non-commercial airstrips, for the use of aircraft used for agricultural purposes, together with accessory buildings and structures required therefor, feeding lots, oil wells, gas wells, mining, seasonal housing for farm labor.

14. All determinations as to whether a use is a compatible use shall be made by the hearing body with the authority to render a written determination on the proposed use, following a recommendation by the Agricultural Commission.

OWNERS: _____

(Attach Acknowledgement
for each signature)

COUNTY OF PLACER

By: _____

Chairman, Board of Supervisors

CERTIFICATION

The foregoing Instrument is a correct copy of the original on file in this Office.

DATED: _____ ATTEST:

Clerk of the Board of Supervisors of the County of
Placer, State of California

By: _____

Deputy Clerk

(Attach EXHIBIT "A" and "B")

91-005138

Rec Fee 7.00
Check 7.00

Recorded
Official Records
County of
Placer
Mary Ann Hulse
Recorder
12:27pm 30-Jan-91

Recording Requested By
And When Recorded Return To:

JOHNSON, FORT, MEISSNER & JOSEPH
1555 River Park Drive, Suite #108
Sacramento, California 95815

LW 2

MAIL TAX STATEMENTS TO:

NO CONSIDERATION

NO CHANGE

By: George B. Joseph

QUITCLAIM DEED

GEORGE H. BRENNER and HELEN E. BRENNER, Trustees of the GEORGE H. AND HELEN BRENNER FAMILY REVOCABLE TRUST, established September 14, 1984, quitclaim their undivided 78.34% interest in the real property described below to JAMES H. BRENNER, THOMAS G. BRENNER, JEANMARIE H. BILLS, JOHN H. BRENNER, ROBERT E. BRENNER and BARBARA A. BRENNER in equal shares, all as tenants in common. Said real property is situate in the County of Placer, State of California, described as follows:

See Exhibit "A" attached hereto.

This transfer is a gift from parent to child and is exempt from reassessment for property tax purposes pursuant to Section 62 of the Revenue and Taxation Code of the State of California, July 10, 1979.

Assessor Parcel Number: 031-110-09 and 031-110-10

DATED this 18th day of DECEMBER, 1990.

George H. Brenner
GEORGE H. BRENNER
Helen E. Brenner
HELEN E. BRENNER

STATE OF CALIFORNIA
COUNTY OF PLACER

On this 18 day of DECEMBER, 1990, before me the undersigned a Notary Public in and for said County and State, personally appeared GEORGE H. BRENNER and HELEN E. BRENNER, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Diane Woolley
NOTARY PUBLIC

EXHIBIT "A"

PARCEL ONE:

A portion of the West half of Section 16, Township 12 North, Range 7 East, MDB&M, beginning at a point in the West line of said Section 16, 5 chains North of quarter section corner in said West line; running thence South 25°40' East 27 chains and 70 links to a point in the North line of the Newcastle and Lincoln Road 12 chains Easterly from the intersection of said road line with the West line of Section 16; thence Easterly along said road line 6 chains and 25 links; thence Northeasterly along said road line 8 chains 33 links to a monument; thence North 36° West along Geo. Claussens Southwest line 39 chains and 80 links to a point in West line of Section 16, a distance of 14 chains North of place of beginning; thence South along West line of Section 16, a distance of 14 chains to place of beginning

ALSO BEGINNING at a point in the West line of Section 16 at the intersection of said line with the North line of the Lincoln and Auburn County Road; running thence Easterly along the North line of said road 12 chains to the Southwest corner of land now owned by Gen G. W. Lohse; thence North 25°40' West along said Lohse's Southwest line 27 chains and 70 links to a point in the West line of Section 16, 5 chains North from the quarter section corner in said line; thence South along the West line of Section 16, 25 chains to the place of beginning and said land being a fractional part of the West half of Section 16, Township 12 North, Range 7 East, MDB&M.

EXCEPTING THEREFROM any portion thereof which might lie in the South half of the Southwest quarter of Section 16.

ALSO EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at a point on the West line of said Section 16, 250 feet North of the intersection of said West line with the North line of the State Highway; thence, from the point of beginning, East 200 feet; thence North 200 feet; thence West 200 feet to the West line of said Section 16; thence South, along said West line, 200 feet to the point of beginning.

031-110-10

PARCEL TWO:

~~A portion of the West half of Section 16, Township 12 North, Range 7 East, MDB&M, described as follows:~~

~~BEGINNING at a point on the West line of said Section 16, 250 feet North of the intersection of said West line with the North line of the State Highway; thence, from the point of beginning, East 200 feet; thence North 200 feet; thence West 200 feet to the West line of said Section 16; thence South, along said West line, 200 feet to the point of beginning.~~

~~031-110-09~~

NOT INCLUDED

5139

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 102-21798-SLF
AND WHEN RECORDED MAIL TO:

JAMES H. BRENNER AND THOMAS G. BRENNER AND
JEANMARIE H. BILLS AND JOHN H. BRENNER AND
ROBERT E. BRENNER AND BARBARA A. BRENNER
C/O 5239 STATE HIGHWAY 193
NEWCASTLE, CA 95658



PLACER, County Recorder
JIM MCCAULEY

DOC- 2005-0010957

Acct 2-PLACER TITLE

Monday, JAN 31, 2005 08:00:00

NIC \$3.00:AUT \$3.00:SBS \$2.00

DOC \$330.00:REC \$5.00:

Ttl Pd \$343.00

Nbr-0001225586

anh/SH/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$330.00 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MASAYUKI MIHARA AND SATOMI MIHARA, HUSBAND AND WIFE, AS JOINT TENANTS

Hereby GRANT(S) to JAMES H. BRENNER, AN UNMARRIED MAN AND THOMAS G. BRENNER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND JEANMARIE H. BILLS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AND JOHN H. BRENNER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND ROBERT E. BRENNER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND BARBARA A. BRENNER, A SINGLE WOMAN

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE PARCEL OF LAND, HEREINAFTER DESIGNATED AS "MIHARA PARCEL", AS DESCRIBED IN THAT CERTAIN GRANT DEED TO MASAYUKI MIHARA AND SATOMI MIHARA, RECORDED IN BOOK 3189, AT PAGE 76, OFFICIAL RECORDS OF PLACER COUNTY, BEING IN THE WEST HALF OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 16 THAT BEARS NORTH A DISTANCE OF 1254.00 FEET FROM THE WEST ONE-QUARTER CORNER OF THE SAID SECTION; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THE SAID MIHARA PARCEL SOUTH 36 DEGREES EAST A DISTANCE OF 1943.90 FEET; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY NORTH 50 DEGREES 08 MINUTES 17 SECONDS EAST A DISTANCE OF 842.83 FEET TO THE NORTHEASTERLY BOUNDARY OF THE SAID MIHARA PARCEL; THENCE ALONG THE SAID NORTHEASTERLY BOUNDARY NORTH 47 DEGREES WEST A DISTANCE OF 1681.50 FEET TO AN ANGLE POINT IN THE SAID BOUNDARY; THENCE CONTINUING ALONG THE SAID BOUNDARY NORTH 56 DEGREES WEST A DISTANCE OF 660 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 16 THAT BEARS SOUTH A DISTANCE OF 990 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE SAID WEST LINE SOUTH A DISTANCE OF 462 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF APN 031-110-001

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Handwritten mark

EXHIBIT B

13

Dated: January 26, 2005

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State
------	----------------	--------------

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SIGNATURE PAGE FOR GRANT DEED

By: Masayuki Mihara
MASAYUKI MIHARA

By: Satomi Mihara
SATOMI MIHARA

STATE OF CALIFORNIA
COUNTY OF Placer

On 1-10-05 before me, Cindy Bigelow personally appeared
Masayuki Mihara and Satomi Mihara

~~personally known to me~~ (or 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

WITNESS my hand and official seal.

Signature: [Signature]
Commission Expiration Date: 3-2-08



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

3



**PLACER COUNTY DEPARTMENT OF
AGRICULTURE
WEIGHTS AND MEASURES**

11477 E Avenue, Auburn, CA 95603-2799 (530) 889-7372 FAX (530) 823-1698

CHRISTINE E. TURNER
Agricultural Commissioner/
Sealer of Weights and Measures

November 9, 2007

TO: Placer County Board of Supervisors

FROM: Christine E. Turner, Agricultural Commissioner/Sealer

**SUBJECT: Proposed Amendment of Agricultural Preserve 133 for George Brenner,
PAGP 20070619 (Adding Acreage)**

During the Agricultural Commission's October 29, 2007 meeting, the Commission voted unanimously, 6 – 0 (one member absent, one member abstaining and one vacancy), to recommend the Board of Supervisors approve an amendment of Agricultural Preserve 133 for George Brenner, PAGP 20070619 to add 30 acres to their existing 50 acre Williamson Act Contract located at 5239 State Highway 293, Newcastle, CA. The new contract would consist of a two parcels: APN 031-110-110 (50 acres) and 031-110-037 (30 acres) for a total of 80 acres. The Brenner Ranch is a family owned and operated farm growing a wide variety of fruit crops.

cc: Planning Department
Agricultural Commission

"If you eat food and wear clothes, you ARE involved in agriculture." – CA Women for Agriculture



OFFICE OF PLACER COUNTY ASSESSOR

Bruce Dear, Assessor

Tahoe Office
PO Box 477
505 West Lake Blvd.
Tahoe City, CA 96145-0477

Auburn Main Office
2980 Richardson Drive
Auburn, CA 95603-2640
Telephone (530) 889-4300
FAX (530) 889-4305
E-mail: assessor@placer.ca.gov

www.placer.ca.gov/assessor

October 24, 2007

Ms. Christine Turner
Agricultural Commissioner
11477 E Avenue
Auburn, CA 95603

RE: Proposed Amendment of Agricultural Preserve 133
(Brenner) PAGP 20070619
Adding APN 031-110-037-000 to Contract

Dear Ms. Turner:

Pursuant to Section 6.30.B.3.b of the Placer County Administrative Rules For Agricultural and Open Space Preserves, the proposed amendment of adding APN 031-110-037-000 to existing contract AP-133 would result in lowering the assessed value for 2007 for said parcel from \$312,120 to \$17,995 based on the stated usage in the proposed amendment of the 30 acre parcel as follows:

12 acres orchard	=	\$11,028
15 acres dry	=	4,486
3 acres grapes	=	<u>2,481</u>
Total Value	=	\$17,995

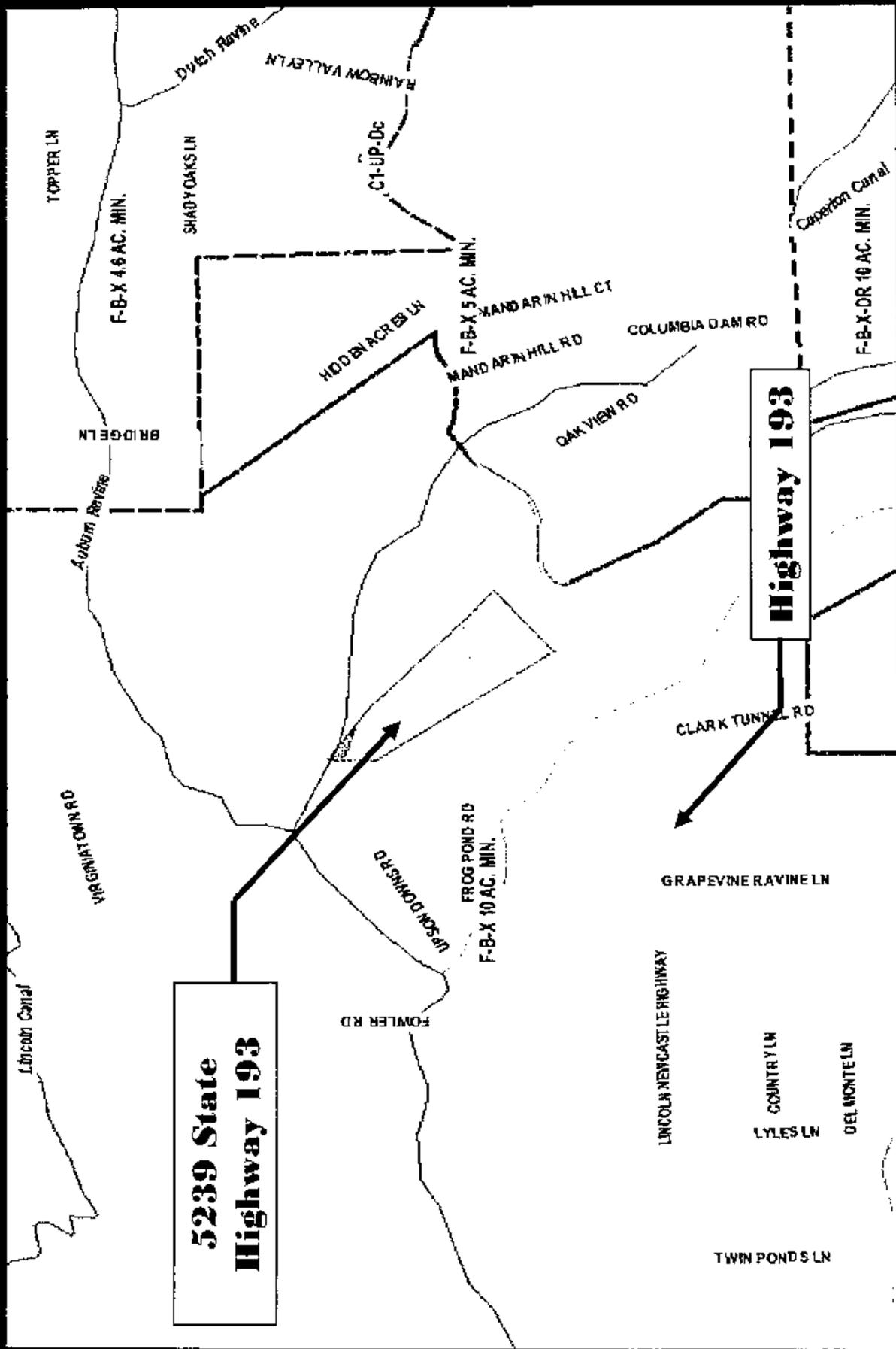
Sincerely,

BRUCE DEAR
PLACER COUNTY ASSESSOR

Chris Bullis
Senior Appraiser

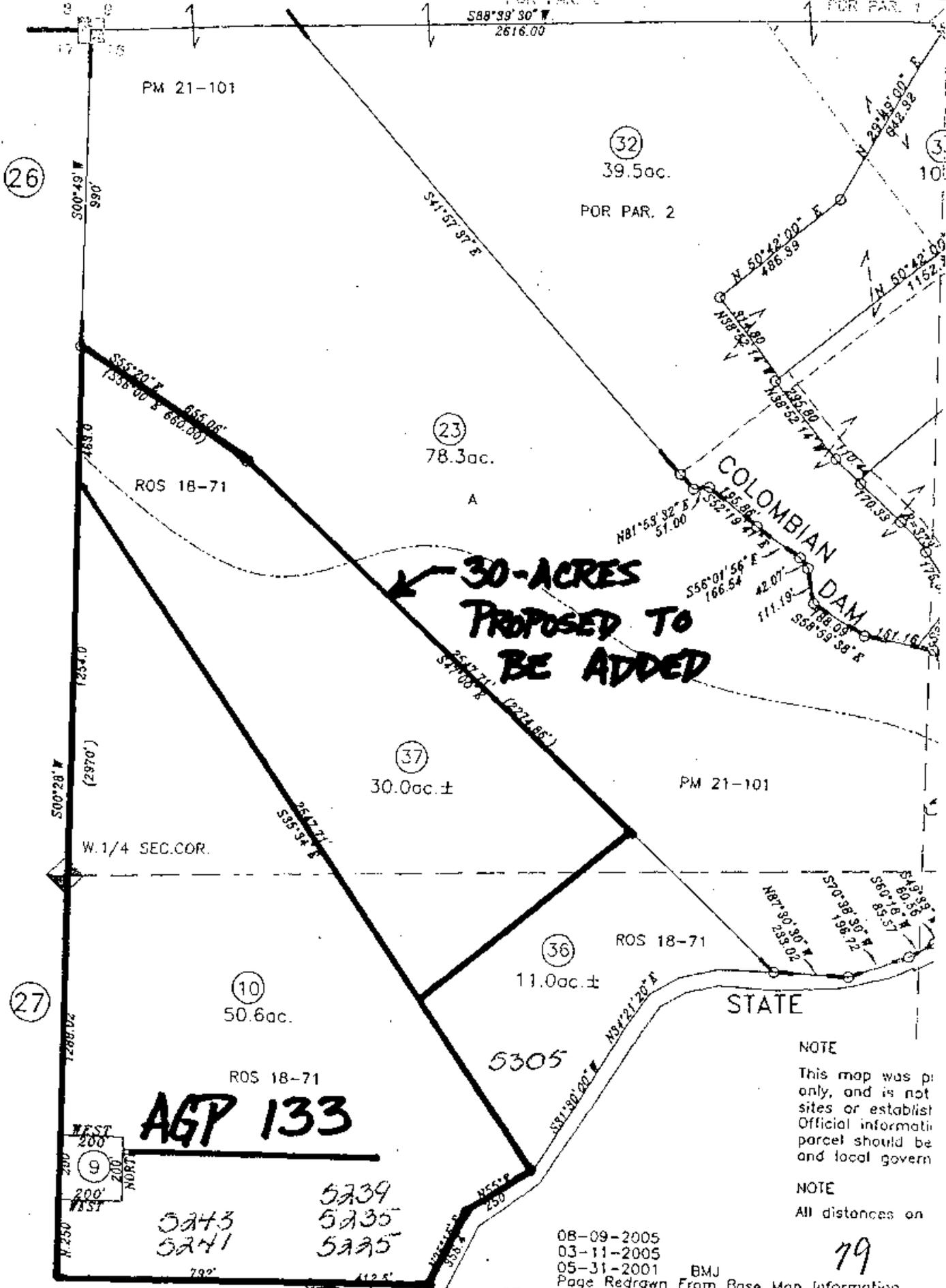
BMD/CSB/pr

cc: Alexander Fisch, Associate Planner
Kristen Spears, Assistant Assessor



Vicinity Map

FOR PAR. 2
S88°39'30"W
2616.00



**30-ACRES
PROPOSED TO
BE ADDED**

AGP 133

5243	5239
5241	5235
	5225

NOTE
This map was prepared only, and is not sites or establish Official information parcel should be and local govern

NOTE
All distances on

08-09-2005
03-11-2005
05-31-2001

BMJ
Page Redrawn From Base Map Information

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PLAT MAP

EXHIBIT 6



Proposed Modification of AGP 133