



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: February 26, 2008

**SUBJECT: REQUEST TO APPROVE AN AGRICULTURAL PRESERVE
AND WILLIAMSON ACT CONTRACT - JOHN AND JERRIE
MCLAUGHLIN - PAGP 20070692**

ACTION REQUESTED:

The Board of Supervisors is being asked to approve an Agricultural Preserve and Williamson Act Contract for a 10-acre property that includes a five-acre vineyard.

BACKGROUND:

Property Characteristics

The McLaughlin property is a 10-acre parcel located at 11400 Cramer Road in the North Auburn area, one-half mile west of Highway 49. It is located in an area of mixed rural residential housing, small farms, and ranches. The property includes a single-family residence, a detached garage, a 1,500 square-foot barn, and a small hay barn. A one-half acre irrigation pond is located in the western portion of the property, which is fed by ditch water and seasonal runoff.

A five-acre vineyard was planted in August 2007 following clearing of portions of the property. The vineyard includes 5,300 Petite Verdot grape vines, which are serviced by automatic drip irrigation.

Minimum Area Required for Contract

The minimum contract area required for a Williamson Act Contract qualifying on the basis of a prime agricultural use is 10 acres. Prime agricultural uses include lands planted with fruit or nut bearing trees or vines that have a non-bearing period of five years or less and will return an average gross annual income of at least \$200.00 dollars per acre from unprocessed plant materials. Requests for contract approval may be considered following the planting of such crops, but prior to active agricultural production. The Act allows for approval of a contract prior to active agricultural production to help off-set the relatively high initial investment period associated with establishment of orchards, vineyards, and similar types of crops.

Minimum Area Required for Agricultural Preserve

The Williamson Act requires that the minimum contract area for prime agricultural lands and uses, which include vineyards, is 10 acres or larger. The Act requires that the minimum acreage for an

Agricultural Preserve (which may include one contract or multiple contracts) include parcels with a total area of at least 100 acres, be adjacent to other land subject to land conservation contracts such that the total area of contiguous parcels subject to contract is at least 100 acres, or be located in an area of unique agricultural enterprises such that the establishment of an Agricultural Preserve less than 100 acres in size is in the public interest and consistent with the General Plan.

The subject property is not contiguous with other lands subject to a land conservation contract, though several contracted properties are located in the surrounding area. Placer County administers its Williamson Act Program in such a way that the boundaries of an Agricultural Preserve and the boundaries of a Williamson Act Contract are the same. Thus, a qualifying contract must also qualify as an Agricultural Preserve.

Minimum Income Required for Contract

Placer County requires that each contract request is accompanied by economic information which demonstrates that gross sales from existing agricultural activities total at least \$4,500.00 per year for each of the three years preceding a request for contract approval. Properties planted with fruit or nut bearing trees or vines that have a non-bearing period of five years or less can be considered for contract following establishment of the agricultural use and prior to active agricultural production. In such an instance, an economic evaluation is performed by the Farm Advisor to determine if the proposed contract area would return the minimum annual income requirement within five years.

ANALYSIS:

Agricultural Commission Hearing on Proposed Agricultural Preserve

The Placer County Farm Advisor, Placer County Agricultural Commissioner, and the Placer County Planning Department evaluated the proposed creation of this Agricultural Preserve and presented their findings to the Agricultural Commission at its December 10, 2007 meeting. The Farm Advisor presented the findings of her economic evaluation, which determined that under current market conditions the vineyard would be expected to return a gross annual income of approximately \$11,500.00 from the sale of raw grapes beginning in the year 2010, with sales revenues increasing to an estimated \$35,000.00 per year by 2012 as the quality of fruit improves and gross yield increases.

In making her presentation, the Farm Advisor made an overview of the requirements of vineyard management and discussed current trends in Placer County agriculture. She noted to the Commission that vineyard production requires more intensive management than do other types of agriculture more common to the North Auburn area, such as grazing and ranching, and stated that current trends in Placer County's agricultural sector indicate a shift toward smaller farms with more intensive types of agriculture. The Farm Advisor stated that if the trend continues, efforts to promote agriculture and to conserve agricultural land may have to focus on incrementally smaller units of agricultural land. The Agricultural Commissioner echoed these comments also noting that certain agricultural activities, such as vegetable farming, can be more intensive than traditional row cropping and livestock production, and may result in very high yields from a relatively small production area.

The Commission generally agreed with the assessment of the Farm Advisor and the Agricultural Commissioner, finding that the emergence of viticulture in Placer County represents a new and

important sector in the County's agricultural economy, and that reasonable measures should be taken to ensure its long term success. The Commission determined that the production of Petite Verdot grapes constitutes a unique agricultural enterprise because it is an important blending grape for Bordeaux varietal wines now produced in the area, and that it is in the public interest to continue to support local agriculture that contributes to the County's economic base, provides working open space, and maintains the rural character of the County. In making its determination, the Commission included a finding that current trends in agriculture towards smaller farms with more intensive agricultural management will require the preservation of smaller agricultural units as portions of the County's agricultural sector transition from large farms and ranches to smaller more intensively managed farms.

The Commission found the requested preserve and contract are consistent with the Placer County General Plan, the Placer County Administrative Rules for Williamson Act Lands, and Section 51230 of the California Land Conservation Act, which requires that Agricultural Preserves with a total area less than 100 acres are located in an area with unique agricultural enterprises and that the establishment of a Preserve with a total area less than 100 acres is in the public interest. The Agricultural Commission approved a motion to recommend that the Board of Supervisors approve this Agricultural Preserve and Williamson Act Contract on a vote of 7 to 0 with Commissioner Ferrari abstaining. Commissioner Beard recused herself from the hearing.

General Plan Consistency

The McLaughlin property is designated as Agricultural in the Placer County General Plan. The proposed creation of an Agricultural Preserve and execution of a Williamson Act Contract is consistent with goals and policies of the Placer County General Plan, which encourage expanded enrollment of agricultural lands into the County Williamson Act program in order to improve the long term financial viability of the County's agricultural economy by supporting activities that have the potential to decrease costs and increase profits.

Fiscal Impact

The Assessor's Office has determined that enrolling this property into the Williamson Act would result in lowering the property's assessed value from \$823,050.00 to \$423,408.00, which would result in reduced property tax revenues for the County.

CONCLUSION

Staff has attached one contract and one resolution that, if executed, would create Agricultural Preserve PAPG 20070692. The resultant contract reflects the property owner's application submittal and has been determined by the Agricultural Commission to be consistent with the 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. Adopt the Finding in Support of the determination that creation 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).

2. Find that the creation of Agricultural Preserve PAGP 20070692 is consistent with the Placer County General Plan.
3. Find that the creation of Agricultural Preserve PAGP 20070692 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.
4. Find that the McLaughlin vineyard represents a unique agricultural enterprise because Petite Verdot grapes are not commonly produced in Placer County and are an important blending grape for producing quality wines, and that the creation of this Agricultural Preserve is in the public interest.
5. Approve and authorize the Chair to sign the attached resolution to create Agricultural Preserve PAGP 20070692 and execute the attached contract.

Respectfully submitted,

MICHAEL J. JOHNSON, AICP
Director of Planning

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

ATTACHMENTS:

- | | |
|------------|--|
| Exhibit 1: | Finding in Support of Categorical Exemption from CEQA and Findings of Fact in Support of Creation of Agricultural Preserve PAGP 20070692 |
| Exhibit 2: | Resolution and Contract creating PAGP 20070692 |
| Exhibit 3: | Agricultural Commissioner's Memo dated December 17, 2007 |
| Exhibit 4: | Assessor's Memo dated December 7, 2007 |
| Exhibit 5: | Vicinity Map |
| Exhibit 6: | Plat Map |
| Exhibit 7: | Aerial Exhibit |

cc: Christine Turner, Agricultural Commissioner
Cindy Fake, U.C. Farm Advisor
Bruce Dear, County Assessor
Loren Clark, Director Natural Resources and Special Projects
John and Jerrie McLaughlin, Property Owner
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EXHIBIT 1

FINDINGS OF FACT: PAGP 20070692

CEQA

1. The Board of Supervisors of the County of Placer finds that establishment of Agricultural Preserves 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), and there is no exception.

Agricultural Preserve

1. Creation of Agricultural Preserve PAGP 20070692 is consistent with the goals and policies of the Placer County General Plan, which encourage expanded enrollment of agricultural lands into the County's Williamson Act Program and promote activities that have the potential to decrease costs and increasing profits for Placer County's agricultural economy.
2. Creation of Agricultural Preserve PAGP 20070692 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.
3. The McLaughlin vineyard represents a unique agricultural enterprise because Petite Verdot grapes are not commonly produced in Placer County and are an important blending grape for producing quality Bordeaux varietal wines.
4. It is in the public interest to approve this Agricultural Preserve, which will contribute to the County's economic base, provide working open space, and maintain the rural character of the County.

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

In the matter of: A RESOLUTION CREATING
AGRICULTURAL PRESERVE PAGP-20070692

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

Jim Holmes

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 an Agricultural Preserve is hereby created on that real property described in the Land Conservation Agreement attached hereto and incorporated herein by reference and illustrated on that map attached as an exhibit thereto.

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

EXHIBIT 2 12

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 20070692

THIS AGREEMENT, made and entered into this 26th day of February, 2008, by and between JOHN and JERRIE MCLAUGHLIN, 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 Exhibit "A", 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 this 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, 2009, 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.
 - (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: _____
Clerk of the Board

(Attach EXHIBIT "A")

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 102-26904

AND WHEN RECORDED MAIL TO

JOHN MCLAUGHLIN AND JERRIE A.
MCLAUGHLIN
11421 MADRONE COURT
AUBURN, CA 95602

PLACER COUNTY RECORDER

PLACER, County Recorder

JIM MCCAULEY

DOC- 2006-0075293

Acct 2-PLACER TITLE

Thursday, JUL 13, 2006 14:30:00

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

DOC \$973.50:REC \$5.00:

Ttl Pd \$986.50

Nbr-0001511865

baj/BJ/173



A.P.N.: 076-010-022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$973.50 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, **MICHAEL B. WATSON , AN UNMARRIED MAN**

Hereby GRANT(S) to **JOHN MCLAUGHLIN AND JERRIE A. MCLAUGHLIN , HUSBAND AND WIFE, AS JOINT TENANTS**

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: July 05, 2006

By: *Michael B. Watson*
MICHAEL B. WATSON

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

STATE OF CALIFORNIA
COUNTY OF Placer

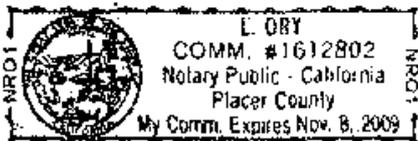
On July 5, 2006 before me, L. Ory, Notary Public,

personally appeared Michael B. Watson

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 an 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: [Handwritten Signature]
Commission Expiration Date: 11/8/09



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

EXHIBIT "A"
LEGAL DESCRIPTION

102-26904-LO
OCT 5 1 2007
PLACER COUNTY

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

PARCEL ONE:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 8 EAST, M.D.B. & M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL "1" ON PARCEL MAP NO. 75889, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON MAY 5, 1999 IN BOOK 29 OF PARCEL MAPS, AT PAGE 119 PLACER COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR WATER LINE PURPOSES OVER, UNDER AND ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 8 EAST M.D.B. & M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS AREA "M" AND "N" OF PARCEL MAPS NO. 73043, FILED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON DECEMBER 19, 1978 IN BOOK 13 OF PARCEL MAPS, AT PAGE 126.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR WATER LINE PURPOSES, OVER, UNDER AND ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 9 EAST, M.D.B. & M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS AREA "P" OF PARCEL MAPS NO. 73516, FILED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON OCTOBER 29, 1979 IN BOOK 15 OF PARCEL MAPS, PAGE 85.

APN: 076-010-022

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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

December 17, 2007

TO: Placer County Board of Supervisors

FROM: Christine E. Turner, Agricultural Commissioner/Sealer

SUBJECT: **Williamson Act Contract for John and Jerrie McLaughlin, PAGP 20070692
(New Contract)**

During the Agricultural Commission's December 10, 2007 meeting, the Commission voted 7 - 0, (Beard recused herself and Ferrari abstained), to recommend the Board of Supervisors approve a new Williamson Act contract, for John and Jerrie McLaughlin. The contract would consist of one parcel: APN 076-010-022 for a total of 10.0 acres located at 11400 Cramer Road, Auburn, CA. The property includes a 5+ acre vineyard, a residence and outbuildings.

On November 28, 2007, Cindy Fake, Horticulture & Small Farms Advisor, UC Cooperative Extension, and Joshua Huntsinger, Deputy Agricultural Commissioner, evaluated the 10 acres for compliance with the County's current Williamson Act Administrative Rules. Ms. Fake's economic analysis determined that the approximately 5.5 acres of newly planted vineyard on this irrigated property has the potential to meet the minimum income requirement of \$4500/year in the future (see attached report dated November 29, 2007).

In addition, the Agricultural Commission discussed the Placer County Administrative Rules for Williamson Act contracts that requires a minimum of 100 acres unless the subject property is "located in an area with unique agricultural enterprises, where the establishment of an agricultural preserve with a total acre of less than 100 acres is in the public interest and consistent with the General Plan." For preserves of less than 100 acres, the minimum lot area to qualify for a Williamson Act contract is 10 acres for Prime agricultural lands. "Prime agricultural land" includes, "Land planted with fruit or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less that \$200 per acre (Williamson Act Section 51201).

The Agricultural Commission decided that John and Jerrie McLaughlin's 10 acres constituted a "unique agricultural enterprise" within the north Auburn area since the Petit Verdot grapevines are not commonly produced in Placer County and they are an important blending grape for producing quality wines. In addition, the property is zoned as "Farm" and therefore a Williamson Act contract would be consistent with the General Plan. The Agricultural Commission believes that it is in the public interest to continue to support local agriculture that contributes to the County's economic base, provides working open space, and builds on the rural character of county. Based upon the discussion and evaluation of the relevant information, the Agricultural Commission voted to recommend support for John and Jerrie McLaughlin's Williamson Act contract request.

Action Requested:

Approve a Williamson Act contract for John and Jerrie McLaughlin that would consist of one parcel: APN 076-010-022 for a total of 10.0 acres located at 1140 Cramer Road, Auburn, CA.

cc: Placer County Agricultural Commission
Placer County Planning Department
John and Jerrie McLaughlin

"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
2960 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

December 7, 2007

Christine Turner
Agricultural Commissioner
11477 E Avenue
Auburn, CA 95603

Subject: Proposed Agricultural Preserve-PAGP20070692
APN 076-010-022-000

Dear Ms. Turner:

On the December 12, 2007, Agricultural Commission agenda, we recently noted that Item IV indicated a proposed Williamson Act contract would be considered by the commission. Pursuant to Section 6.30.B.3.b of the Placer County Administrative Rules for Agricultural and Open Space Preserves, "The Assessor shall provide the Agricultural Commission with the present appraised value and a general statement of the effect which a land conservation contract may have on the subject site."

As such, the Assessor is providing the following information for the Agricultural Commission consideration, the proposed agricultural preserve, PAGP20070692, would result in lowering the assessed land value for 2007 for the above mentioned parcel from \$511,500 to \$111,858 based on the stated usage in the proposed amendment of the 10.6 acre parcel as follows:

8.0 grapes	\$ 10,570
1.6 miscellaneous	1,288
1.0 home site (est.)	<u>100,000</u>
	\$111,858

If you have any questions, please contact me at 889-4385.

Sincerely,

BRUCE DEAR
PLACER COUNTY ASSESSOR

Chris Bullis
Senior Appraiser

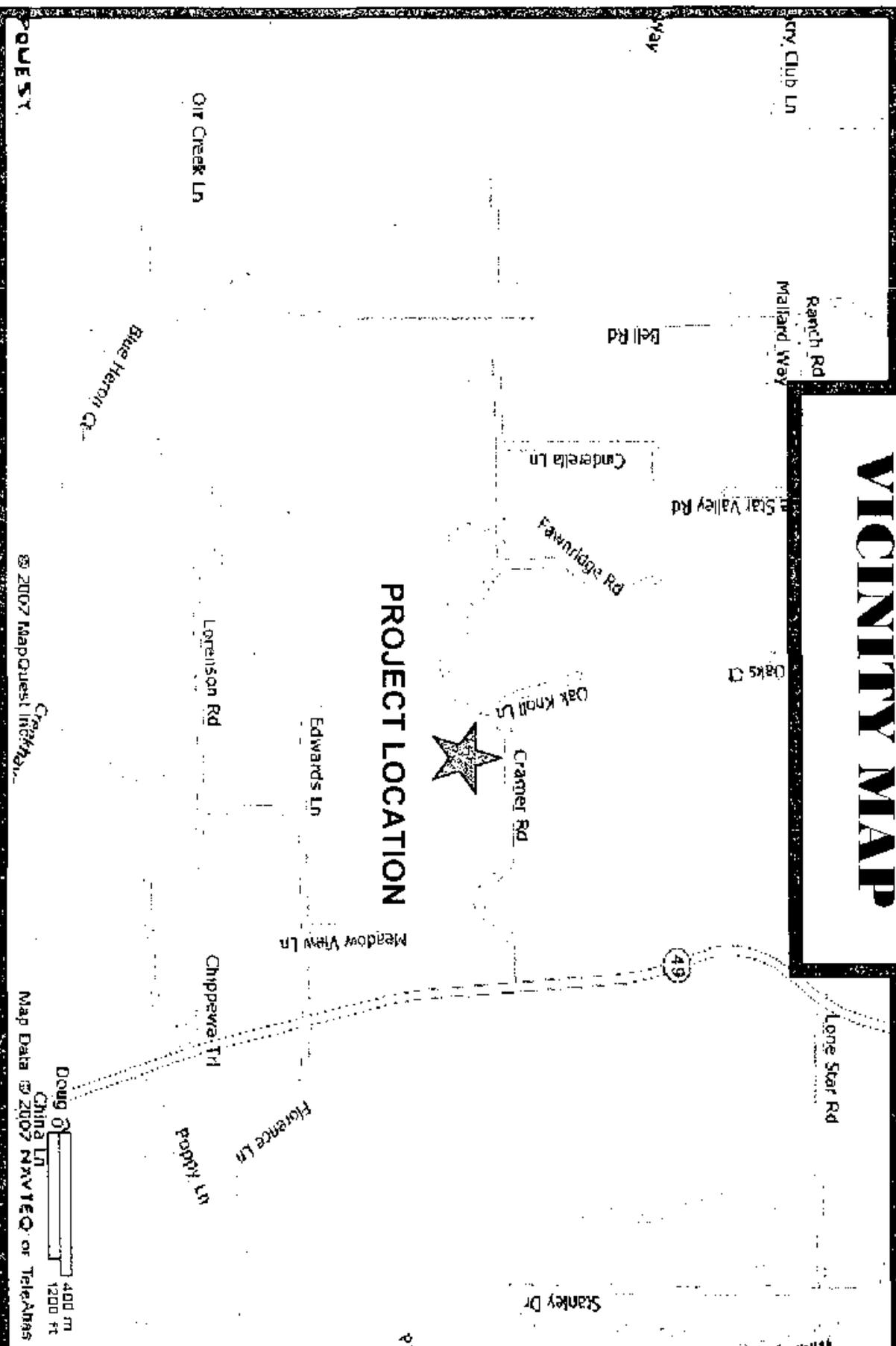
BMD/CSB/lp

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

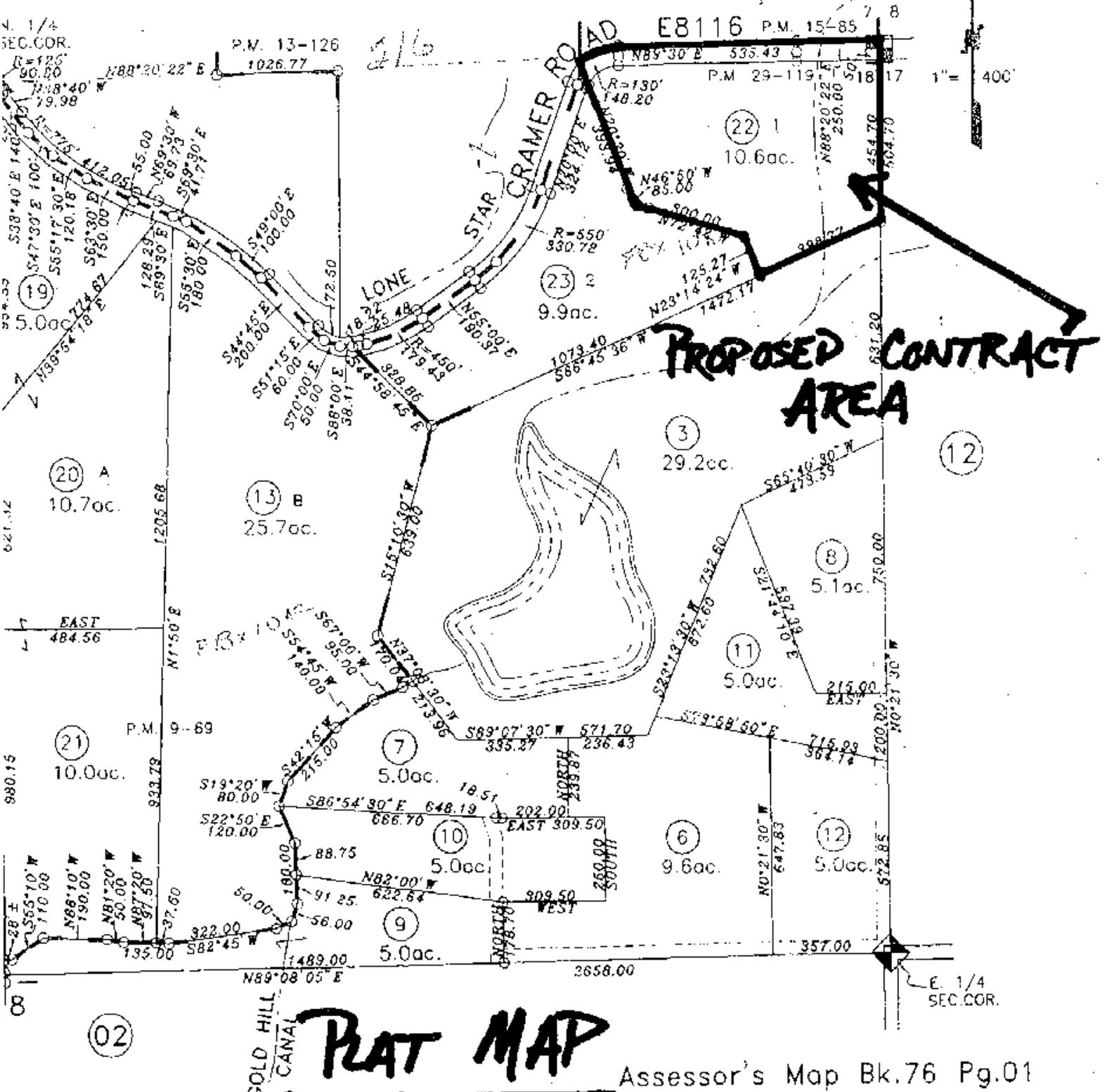
EXHIBIT 4 23

VICINITY MAP

PROJECT LOCATION



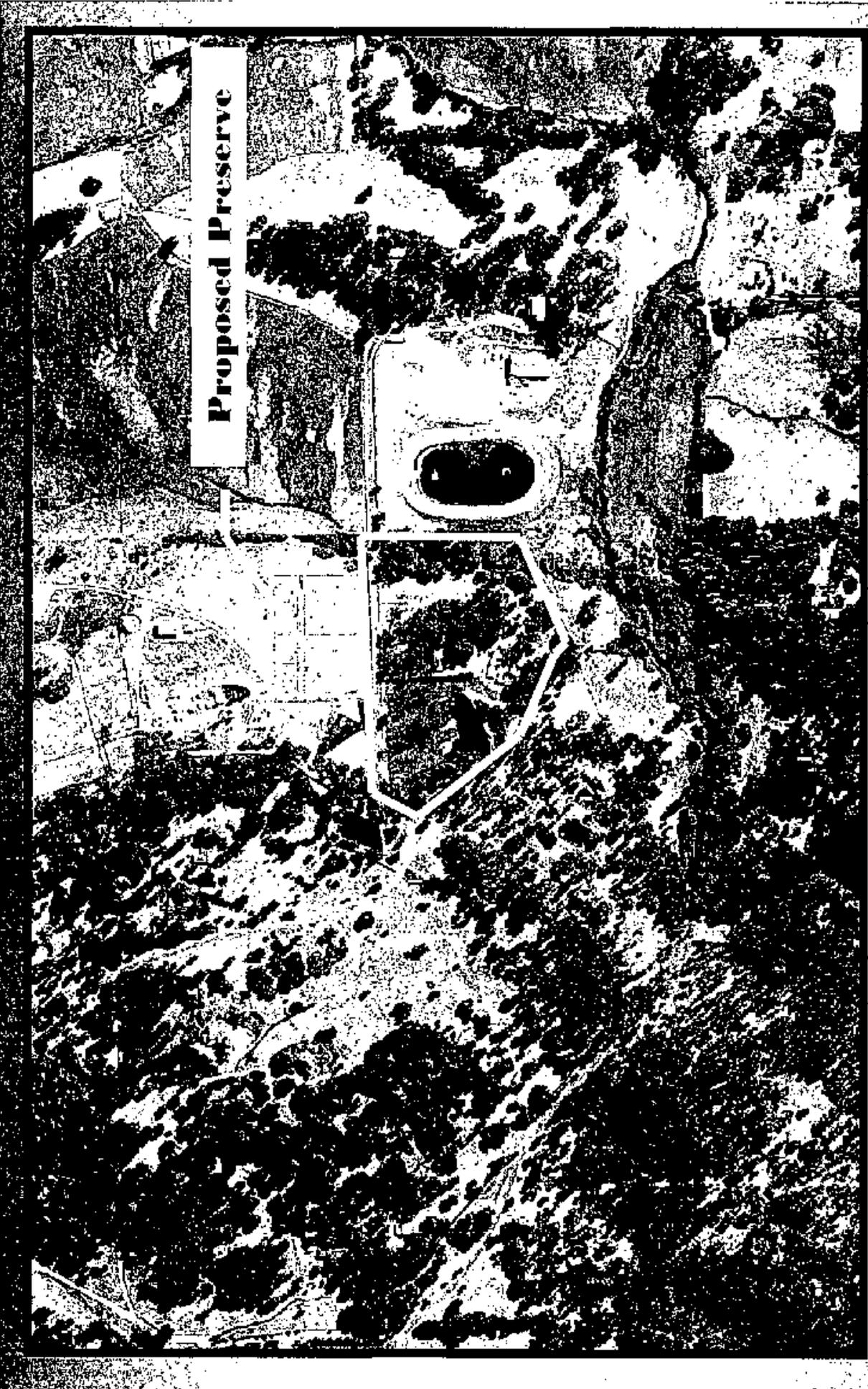
Parcel M.O.R. Bk.15, Pg.85, 73516
Parcel M.O.R. Bk. 13, Pg. 126, 73043
Parcel M.O.R. Bk. 29, Pg. 119, 75689



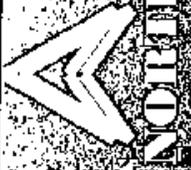
Assessor's Map Bk.76 Pg.01
County of Placer, Calif.

red for assessment purposes
ended to illustrate legal building
precedence over local ordinances.
concerning size or use of any
obtained from recorded documents
agencies.

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



Proposed Preserve



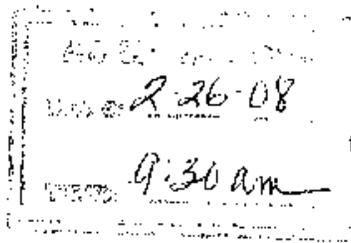
**Aerial Exhibit
PACHP 2007 0692**

NID Nevada Irrigation District

1036 W Main St • Grass Valley, CA 95945 • (530) 273-6185
From Auburn & Lincoln: 1-800-222-4102 FAX: 477-2646 www.nid.dst.ca.us

February 14, 2008

Placer County Board of Supervisors
Attn: Ann Holman, Clerk of the Board
175 Fulweiler Avenue, Room 101
Auburn, CA 95603



RECEIVED

FEB 19 2008

CLERK OF THE
BOARD OF SUPERVISORS

Re: Request for Approval of an Agricultural Preserve & Williamson Act
Contract
McLaughlin (PAGP 20070692) Placer County APN 076-010-022

To Whom It May Concern:

Thank you for the opportunity to review the referenced document. We would like to have the following comments on file.

The referenced property is within the boundaries of the Nevada Irrigation District. Per our Account No. 23898, irrigation water is delivered to the referenced parcel from the Lonestar Canal. This facility is a raw water source for irrigation purposes only and the water will not be utilized for human consumption.

Additionally, the watercourse along the easterly boundary of the parcel is used as a spillway from the Lonestar Canal. The District uses this watercourse to discharge water from the canal during maintenance activities or during heavy rain events. District records indicate discharges from the canal of 20 cubic feet per second which may be in addition to natural flow in this drainage. This water is released without notification to downstream property owners.

The District expects that approval of the referenced request will have no impact on our facilities or activities.

If you have any questions please call me at 530-273-6185 ext. 240.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Gann".

Bill Gann
Business Coordinator

Cc: Central file, w/a file

DATE 2-26-08
 Board of Supervisors - B
 County Executive Office
 County Council
 Mike Boyle
 Planning

The District will provide a dependable, quality water supply, strive to be good stewards of the watersheds and conserve the available resources.

287,000 ACRES SITUATED IN NEVADA, PLACER, SIERRA & YUBA COUNTIES

