



**COUNTY OF PLACER**  
**Community Development Resource Agency**

**PLANNING  
SERVICES DIVISION**

Michael J. Johnson, AICP  
Agency Director

E.J. Ivaldi, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael J. Johnson, AICP  
Agency Director

By: Nikki Streegan, Associate Planner

**DATE:** June 16, 2015

**SUBJECT:** Establishment of Agricultural Preserve and Williamson Act Contract

**ACTION REQUESTED**

Conduct a Public Hearing to consider adoption of a Resolution to include 31.8 acres into a new Agricultural Preserve and approval of a Williamson Act Contract with Curt and Jane Wurst, et al. for an existing cattle ranching operation in the North Auburn area.

**BACKGROUND**

The 31.8 acre property is located at 9455 Orr Creek Lane in North Auburn (APN 026-120-014). Owners of the property, Curt and Jane Wurst, serve as agents for the other property owners listed in the grant deed. The subject property is adjacent to a 40-acre property also owned by the Wursts and is the location of their residence. The 40-acre property is currently ranched and is also under Williamson Act contract. The subject property is bordered by other properties in a Farm Zone District to the north, east, and south and improved with single-family homes. The properties to the west include a contiguous 400+ acre landscape of other properties currently enrolled in the Williamson Act.

The property consists of approximately 22 irrigated acres and nine dryland acres of pastureland. The ranch is stocked with cows, replacement heifers, and bulls and generates income from the sale of hay, calf, and cull cow sales. The applicants have ranched the subject property since 1974 and recently purchased it in 2014 and are requesting a separate contract for this land.

**ANALYSIS:**

*Farm Advisor Analysis*

The Placer County Farm Advisor reviewed this proposal for compliance with the Williamson Act requirements for minimum income and determined that the average gross annual income currently produced from these properties would far exceed the minimum annual income requirement of \$4,500.

*Minimum Area Required for Contract*

The minimum contract area required to enter into a Williamson Act contract that qualifies on the basis of a prime agricultural use is ten acres. Prime agricultural uses include lands that support livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by United States Department of Agriculture. The proposed Agricultural Preserve meets this requirement.

*Minimum Area Required for Agricultural Preserve*

Pursuant to Williamson Act Section 51230, Agricultural Preserves are required to be at least 100 acres in size. Alternatively, the Board may establish Preserves as small as 10 acres upon finding that the establishment of a Preserve less than 100 acres is necessary to preserve the unique characteristics of the agricultural enterprises in the area, and that the establishment of a Preserve less than 100 acres is consistent with the General Plan. The Board may also count the acreage of adjacent Agricultural Preserves as a credit toward the creation of this Agricultural Preserve. In this instance, the proposed Agricultural Preserve is contiguous with other Preserves in excess of 100 acres, and the Board may use this reasoning should it desire to approve this request.

*General Plan Consistency*

The establishment of agricultural conservation easements is consistent with goals and policies of the Placer County General Plan and the Auburn Bowman Community Plan as they relate to the ongoing conservation and maintenance of agricultural properties for continued agricultural and open space uses.

*Agricultural Commission Hearing on Proposed Preserve*

On February 9, 2015, Planning Division staff presented information on the proposed Agricultural Preserve and Williamson Act Contract to the Agricultural Commission. The Agricultural Commission concurred with the analysis presented by staff and unanimously approved a motion (9-0) to recommend that the Board of Supervisors approve the creation of the Agricultural Preserve.

**CEQA COMPLIANCE**

Establishment of Agricultural Preserve PLN14-00155 is Categorically Exempt from environmental review pursuant to Section 15317 (Establishment of Agricultural Preserve) 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). The Board will be required to make a finding to this effect.

**FISCAL IMPACT**

The Assessor's Office has determined that this proposal would reduce the total assessed property value from \$247,500 to an estimated \$27,792, which would result in a corresponding decrease in annual property taxes.

**RECOMMENDATION**

Adopt a Resolution creating Agricultural Preserve and Williamson Act Contract PLN14-00155 based on the following findings:

1. Creation of Agricultural Preserve PLN14-00155 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. Agricultural Preserve PLN14-00155 is consistent with the goals and policies of the Placer County General Plan and the Auburn Bowman Community Plan because this action will result in conservation of valuable agricultural land and will improve the financial viability of Placer County's agricultural economy.
3. Agricultural Preserve PLN14-00155 is consistent with the requirements of the California Land Conservation Act and the Placer County Williamson Act Ordinance, and that the

establishment of this Agricultural Preserve consisting of less than 100 acres would preserve the unique agricultural enterprises in the area and would be in the public interest. The Agricultural Commission found that the property was contiguous with other Agricultural Preserves and part of a landscape of more than 400 acres of Preserves, as well as defined the property as Prime Agricultural land because the carrying capacity of the operation met the minimum requirement.

4. Approve and authorize the Chair to execute a Land Conservation Agreement for PLN15-00155 (Attachment 4).

Attachment 1: Vicinity Map

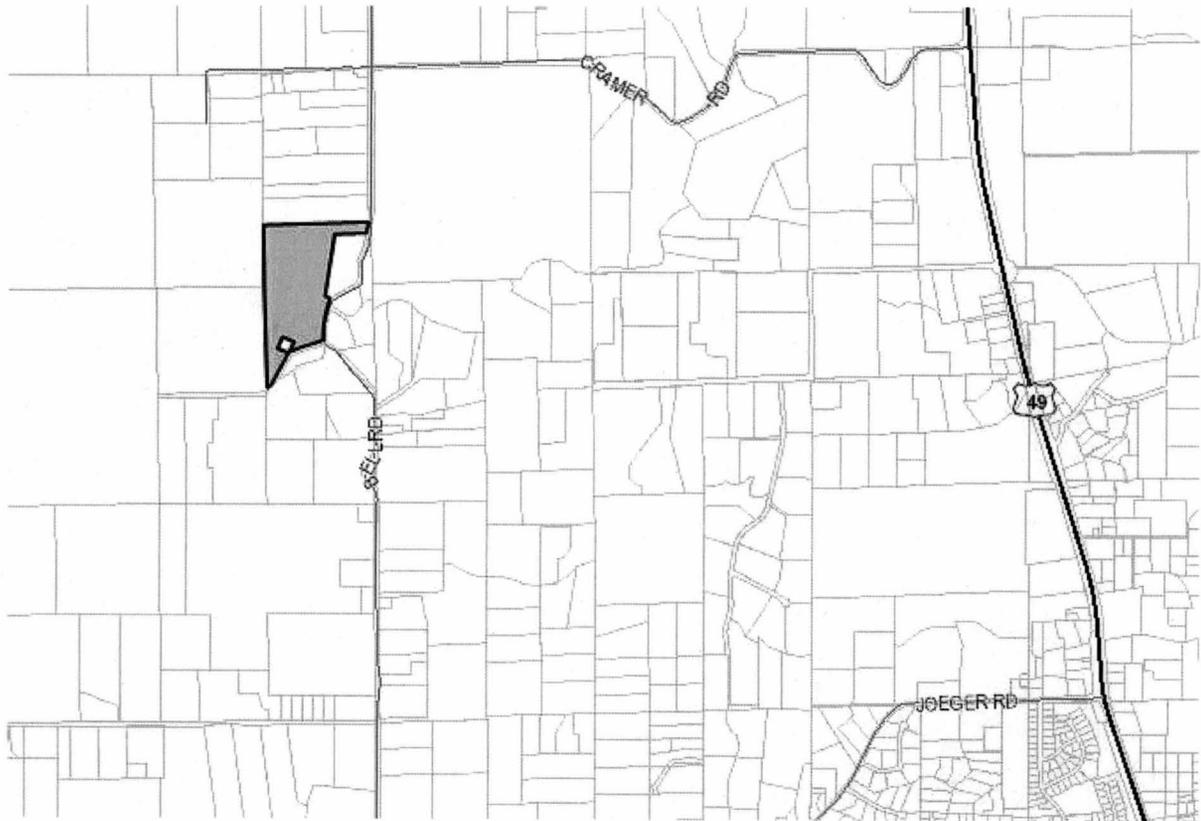
Attachment 2: Aerial

Attachment 3: Agricultural Commissioner's Memo dated February 18, 2015

Attachment 4: Contract for PLN14-00155

Attachment 5: Resolution creating PLN14-00155

Vicinity Map



Aerial of Proposed Agricultural Preserve





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

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

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**TO:** Nikki Streegan, Planning Services Division, CDRA

**FROM:** Josh Huntsinger, Agricultural Commissioner

**DATE:** February 18, 2015

**SUBJECT:** Placer County Agricultural Commission Recommendation Regarding  
PLN14-00155 Wurst – Request to Enter a Contract for 31.8 Acres into the  
California Land Conservation Act (Williamson Act)

On February 9, 2015, the Placer County Agricultural Commission voted unanimously (9-0) to support Curt and Jane Wurst's request to enroll their 31.8 acre farm-zoned parcel (APN 026-120-014) in the California Land Conservation Act program, and create a new agricultural preserve.

During the hearing, the commission heard testimony from Planning staff, the county's Farm Advisor, and the applicant regarding the current agricultural production on site, potential for future agricultural infrastructure improvements, and the applicant's commitment to keep the property in agricultural production.

At the conclusion of the hearing, the commission voted to support the applicant's request, and advise the Placer County Board of Supervisors regarding four findings made by the commission:

**RECOMMENDATION:**

1. The Commission recommends to the Board of Supervisors that the establishment of the proposed Agricultural Preserve is consistent with the Placer County General Plan.
2. The Commission finds that the establishment of the proposed Agricultural Preserve, which is comprised of less than 100 acres, would preserve the unique characteristics of the agricultural enterprises in the area. The proposed preserve is immediately adjacent to several hundred acres of other preserved agricultural land, thus fulfilling this requirement.

3. The Commission finds the land type is prime agricultural land. Of the 31.8 acres, 22 acres are irrigated, and the parcel supports both a grass hay operation, and a productive cow-calf operation whose carrying capacity meets the requirements in Section 51201 of the Act. Additionally, the on-site agricultural operations far exceed Placer County's \$4,500 annual minimum production requirement.

4. The Commission supports the applicant's request for approval of a Williamson Act Contract, and directs staff to prepare a report to the Board of Supervisor's detailing the Agricultural Commission's recommendation that the Board approve a Resolution to establish an Agricultural Preserve and authorize the new Williamson Act Contract.

RECORD AND WHEN RECORDED  
RETURN TO:

County of Placer  
Community Development Resources Agency  
Attn: Planning Division  
3091 County Center Drive  
Auburn, CA 95603

LAND CONSERVATION AGREEMENT  
PLN14-00155

LAND CONSERVATION AGREEMENT – PLN14-00155

THIS AGREEMENT is made by and between Curt Wurst, Jane Wurst, Craig Gotchal, Heidi Gotchal, Pejman Kamali, Stephanie Kamali, Clinton Lee Alexander, and Mary Catherine Alexander (hereinafter collectively referred to as "OWNER") and the COUNTY OF PLACER, (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, OWNER is owner of record of that real property, identified by Assessor Parcel Number 026-120-014-000, which is located in the unincorporated area of Placer County, as legally described in Exhibit "A" and as depicted in Exhibit "B", which exhibits are attached hereto and incorporated herein by reference (hereinafter for purposes of this Agreement the real property is referred to as "Land"). Said Land is devoted to the production of agricultural commodities for commercial purposes, and is located adjacent to a previously established Agricultural Preserve; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said Land 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 the 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 on the date of execution by the COUNTY as set forth below 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 Land 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.
- C. The OWNER acknowledges and recognizes that a cancellation may result in early cancellation penalties and re-assessment by the County Assessor.

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, a change of circumstances has occurred, 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 Agreement, 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 is 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.
15. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

WHEREAS, the parties execute this Agreement on the date shown below:

COUNTY OF PLACER

ATTEST:

By: \_\_\_\_\_  
Kirk Uhler  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Ann Holman  
Clerk of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Curt Wurst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jane Wurst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Gotchal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heidi Gotchal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pejman Kamali

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Kamali

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton Lee Alexander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Catherine Alexander

\_\_\_\_\_  
Date

# Before the Board of Supervisors County of Placer, State of California

In the matter of:

Reso. No. 2015-\_\_\_\_\_

A RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE PLN14-00155  
AND AUTHORIZING THE CHAIR TO EXECUTE  
LAND CONSERVATION AGREEMENT PLN14-00155

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.

\_\_\_\_\_  
Chair, 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., and County Code Chapter 17, Article 17.64, Section 17.64.010 et seq., that an Agricultural Preserve is hereby established on that real property legally described in Exhibit "A", and depicted in Exhibit "B", both exhibits are attached hereto and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the Board approves and authorizes the Chair to execute the Land Conservation Agreement PLN14-00155 attached hereto and incorporated herein as Exhibit "C".

Exhibits:

"A" Legal Description

"B" Map/Diagram of Preserve Area

"C" Land Conservation Agreement PLN14-00155

# EXHIBIT A



RECORDING REQUESTED BY  
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:  
Curt Wurst and Jane Wurst  
9455 Orr Creek Lane  
Auburn, CA 95603

PLACER, County Recorder  
JIM MCCAULEY  
DOC- 2014-0059775-00  
FIRST AMERICAN TITLE - RECORDING ACCT  
FRIDAY, AUG 29, 2014 12:00:00  
MIC \$3.00 | AUT \$3.00 | SBS \$2.00  
ERD \$1.00 | RED \$1.00 | REC \$11.00  
ADD \$0.00 | UNI \$272.25  
  
Ttl Pd \$293.25 Rcpt # 02377803  
CLK8BH58JL/BJ/1-3

Space Above This Line for Recorder's Use Only

A.P.N.: 026-120-014-000

File No.: 3402-4694576 (DS)

## GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$272.25; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of Auburn, and

RECEIVED

OCT 10 2014

CDRA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Deborah L. Beck a single woman who acquired title without vesting and Darlene R. Piazza a widow who acquired title without vesting, as tenants in common

hereby GRANTS to Curt Wurst and Jane Wurst, husband and wife as community property with right of survivorship, as to an undivided 16% interest and Craig Gotchal and Heidi Gotchal, husband and wife as community property with right of survivorship, as to an undivided 52% interest and Pejman Kamali and Stephanie Kamali, husband and wife as community property with right of survivorship, as to an undivided 16% interest and Clinton Lee Alexander and Mary Catherine Alexander, husband and wife as community property with right of survivorship, as to an undivided 16% interest, all as tenants in common

the following described property in the Unincorporated Area of Auburn, County of Placer, State of California:

**THE EAST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.**

**EXCEPTING THEREFROM THE FOLLOWING PARCELS AS DESCRIBED IN GRANTS TO:**

- A) CHARLES A. ISBELL, RECORDED AUGUST 5, 1932 IN BOOK 289, PAGE 380 OF OFFICIAL RECORDS.**
- B) GENEVA P. WISE, RECORDED NOVEMBER 17, 1936 IN BOOK 358, PAGE 435 OF OFFICIAL RECORDS.**
- C) EVELYN PILLING, RECORDED APRIL 27, 1943 IN BOOK 436, PAGE 434 OF OFFICIAL RECORDS.**
- D) FRANCES GOODRIDGE, RECORDED APRIL 27, 1943 IN BOOK 436, PAGE 435 OF OFFICIAL RECORDS.**
- E) GEORGE A. ALMAN, ET UX., RECORDED AUGUST 26, 1943 IN BOOK 438, PAGE 288 OF OFFICIAL RECORDS.**

**ALSO EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN GRANT TO MARION E. FEWELL, RECORDED APRIL 30, 1951 IN BOOK 587, PAGE 373 OF OFFICIAL RECORDS.**

Mail Tax Statements To: SAME AS ABOVE

917

Date: 08/28/2014

**ALSO EXCEPTING THEREFROM ABOUT 2/3 OF AN ACRE IN THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER NOW USED AS NORRIS CEMETERY, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED MAY 3, 1973 IN BOOK 4, PAGE 89 OF SURVEYS, PLACER COUNTY RECORDS.**

**ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO JACK E. QUARTAROLI, ET UX., RECORDED JUNE 17, 1982 IN BOO, 2506, PAGE 953 OF OFFICIAL RECORDS.**

Date: 08/28/2014

A.P.N.: 026-120-014-000

File No.: 3402-4694576 (DS)

Dated: 08/28/2014

Deborah L. Beck  
Deborah L. Beck

Darlene R. Piazza  
Darlene R. Piazza

STATE OF CALIFORNIA )SS  
COUNTY OF SACRAMENTO )

On August 28, 2014, before me, Kellie L. Ames, Notary Public, personally appeared DEBORAH L. BECK AND DARLENE R. PIAZZA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Kellie L. Ames



My Commission Expires: March 9, 2017

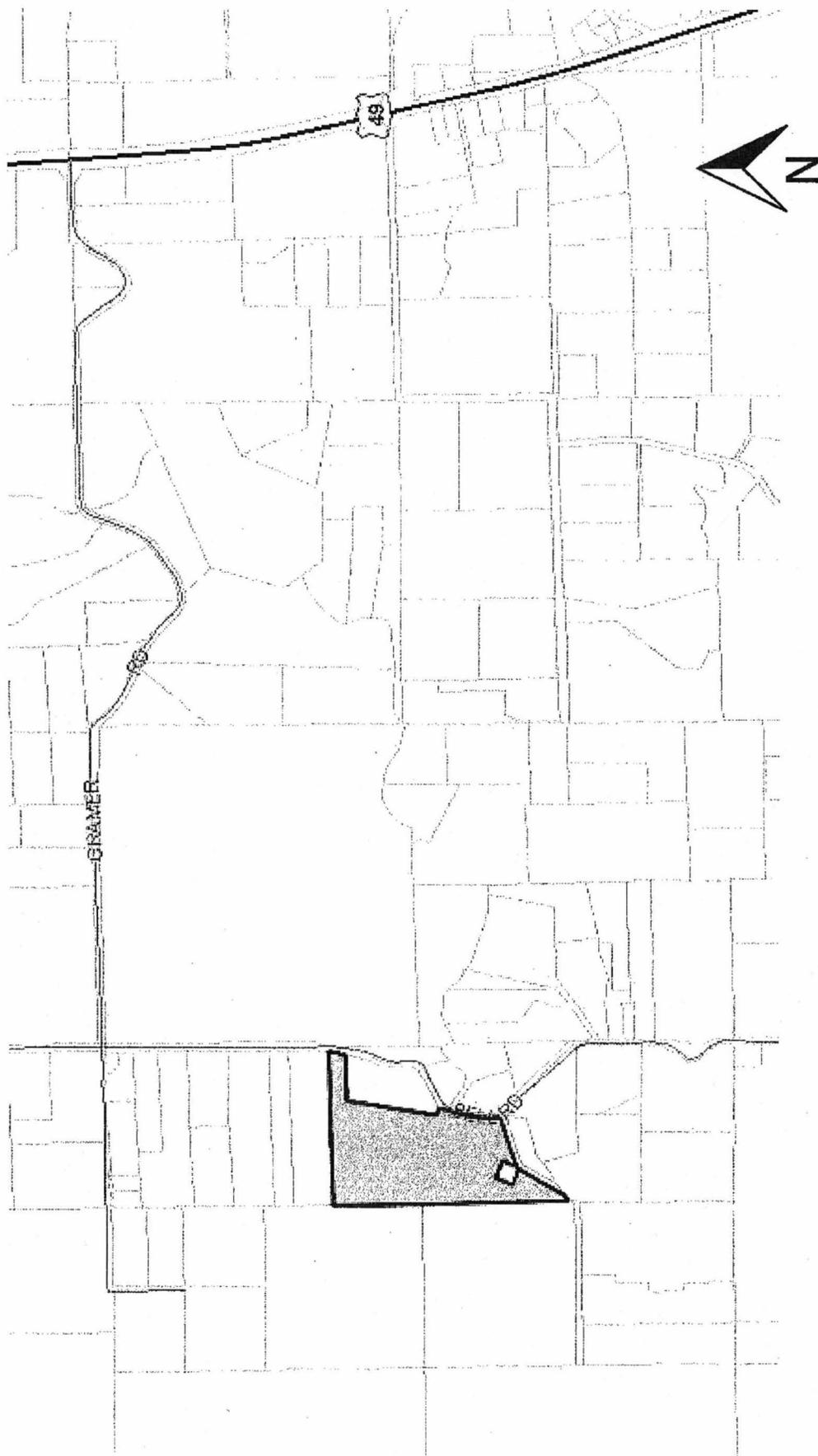
This area for official notarial seal

3

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# EXHIBIT B

Vicinity Map – Proposed Williamson Act Contract  
Wurst - PLN14-00155



Aerial of Proposed Agricultural Preserve



# EXHIBIT C

RECORD AND WHEN RECORDED  
RETURN TO:

County of Placer  
Community Development Resources Agency  
Attn: Planning Division  
3091 County Center Drive  
Auburn, CA 95603

LAND CONSERVATION AGREEMENT  
PLN14-00155

# EXHIBIT C

## LAND CONSERVATION AGREEMENT – PLN14-00155

THIS AGREEMENT is made by and between Curt Wurst, Jane Wurst, Craig Gotchal, Heidi Gotchal, Pejman Kamali, Stephanie Kamali, Clinton Lee Alexander, and Mary Catherine Alexander (hereinafter collectively referred to as "OWNER") and the COUNTY OF PLACER, (hereinafter referred to as "COUNTY").

### WITNESSETH:

WHEREAS, OWNER is owner of record of that real property, identified by Assessor Parcel Number 026-120-014-000, which is located in the unincorporated area of Placer County, as legally described in Exhibit "A" and as depicted in Exhibit "B", which exhibits are attached hereto and incorporated herein by reference (hereinafter for purposes of this Agreement the real property is referred to as "Land"). Said Land is devoted to the production of agricultural commodities for commercial purposes, and is located adjacent to a previously established Agricultural Preserve; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said Land 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 the 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 on the date of execution by the COUNTY as set forth below 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 Land 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.
- C. The OWNER acknowledges and recognizes that a cancellation may result in early cancellation penalties and re-assessment by the County Assessor.

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, a change of circumstances has occurred, 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 Agreement, 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 is 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.
15. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

WHEREAS, the parties execute this Agreement on the date shown below:

COUNTY OF PLACER

ATTEST:

By: \_\_\_\_\_  
Kirk Uhler  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Ann Holman  
Clerk of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Curt Wurst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jane Wurst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Gotchal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heidi Gotchal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pejman Kamali

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Kamali

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton Lee Alexander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Catherine Alexander

\_\_\_\_\_  
Date

EXHIBIT "A"  
Grant Deed and Legal Description

EXHIBIT "B"  
Property Depiction