

MEMORANDUM

DATE: December 8, 2015

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP, Agency Director

BY: Kally Keding-Cecil, Assistant Planner

SUBJECT: Establishment of an Agricultural Preserve and Williamson Act Contract, PLN15-00313 - Anderson

Action Requested

1. Conduct a Public Hearing to consider establishment of a new 74.5-acre Agricultural Preserve and;
2. Determine the establishment of Agricultural Preserve PLN15-00313 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);
3. Adopt a Resolution to establish Agricultural Preserve PLN15-00313; and
4. Authorize the Chair to execute Williamson Act Land Conservation Agreement PLN15-00313.

Background

The proposed Agricultural Preserve consists of three parcels that are located at 9990 Mount Vernon Road in the West Auburn area, approximately one-quarter mile south of the of the intersection of Atwood Road and Mount Vernon Road. The properties are owned by the Anderson Family Trust (Trustees: Jarrod and Laura Anderson) and the combined total is 74.5 acres. The properties support hay production and are leased for seasonal cattle grazing. The subject property is surrounded by adjacent properties in the Farm Zoning District. The properties to the west include more than 450 contiguous acres of other properties currently enrolled in the Williamson Act.

The property consists of approximately 30-acres of irrigated pasture and 44.5-acres of unirrigated pasture. The applicants purchased the ranch in December 2014. Mr. Anderson worked the ranch for six years as a ranch hand from 1990 to 1996 when it was owned by the Parnell family. Mr. Anderson also raised steers and operated a small cow calf operation on the property as well. The ranch is supplied with 20 miners-inches of water purchased from the Nevada Irrigation District (NID), which is presently used to irrigate 30 acres of pasture for cattle grazing. The Andersons plan to add 20 more acres of irrigated pasture by pumping out of a pond that is replenished by drainage returns from the 30 acres being irrigated.

Current efforts are focused on improving irrigation and fencing infrastructure over the next two years while maintaining the current cattle lease. The Anderson's plan to purchase additional cows once infrastructure improvements have been completed that will replace the current main water supply line to the ranch. These infrastructure improvements will be funded through the Natural Resources Conservation Service Environmental Quality Incentives Program. Funding is expected to be distributed in December.

Analysis

Farm Advisor's Analysis

Each newly-proposed Williamson Act contract must demonstrate that it will generate a minimum of \$4,500 annually in gross agricultural income. 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 exceed the minimum annual income requirement of \$4,500. The proposed contract is described below.

Improvements and Agricultural Uses

In 2015, the ranch generated a total of \$9,840 in gross income, including \$6,000 in lease income from cattle grazing. 320 bales of hay were yielded and sold to the lessee in 2015. Once the infrastructure improvements are completed, additional cows are purchased, and the irrigated acreage is expanded, the 74.5-acre parcels could generate (annually) \$15,480 plus an additional \$14,400 in inventory value:

Calf Sales – an average of 11 head sold annually at 600 lbs. X \$1.80 / lb. = \$11,880

Hay – an average of 300 bales X \$12 per bale = \$3,600

Total: \$15,480

Minimum Area Required for Contract

The minimum contract area required to enter into a Williamson Act contract that qualifies on the basis of a non-prime agricultural use is 40 acres. Non-prime agricultural land consists of any land that cannot be considered Prime Agricultural Land. The proposed Agricultural Preserve meets this requirement and is considered Prime Agricultural Land. Prime Agricultural Land is defined as:

- All lands which qualifies for rating as class I or class II in the Soil Conservation Service land capability classifications;
- Land that qualifies for a ranking of 80 through 100 in the Storie Index Rating;
- Land that supports livestock used for the production of food and fiber and has an annual carrying capacity equivalent to at least one animal unite per acre as defined by the U.S. Department of Agriculture;
- Land planted with fruit or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five acres and which would normally return during

- the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than \$200 per acre; and
- Land that has returned from the production of unprocessed agricultural plant products and annual gross value of not less than \$200 per acre for three of the previous five years.

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, while the proposed Agricultural Preserve is less than the 100 acre size requirement, it is contiguous with other Preserves in excess of 100 acres, and staff concludes that inclusion of the subject property into a preserve will preserve the unique agricultural characteristics in the area.

General Plan Consistency

The establishment of agricultural preserves 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 October 19, 2015, Planning Services Division staff presented the proposed project to the Agricultural Commission. The Agricultural Commission concurred with the analysis presented by staff and unanimously approved a motion (6-0) to recommend that the Board of Supervisors approve the creation of this Agricultural Preserve. The Agricultural Commission also found that the establishment of the proposed preserve, comprised of less than 100 acres, would preserve the unique characteristics of agricultural enterprises in the area as the proposed preserve is adjacent to four hundred-fifty acres of other preserved agricultural land. The Agricultural Commission further found that the Anderson ranch consists of highly productive soils, and is strategically located to serve as a buffer between smaller, more urban parcels to the east, and larger agricultural parcels to the west

Environmental Impact

Establishment of Agricultural Preserve PLN15-00313 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 \$1,275,000 to an estimated \$650,149, which would result in a corresponding decrease in annual property taxes to Placer County.

Recommendation

Staff recommends the Board establish the proposed 74.5 acre Agricultural Preserve by taking the following actions:

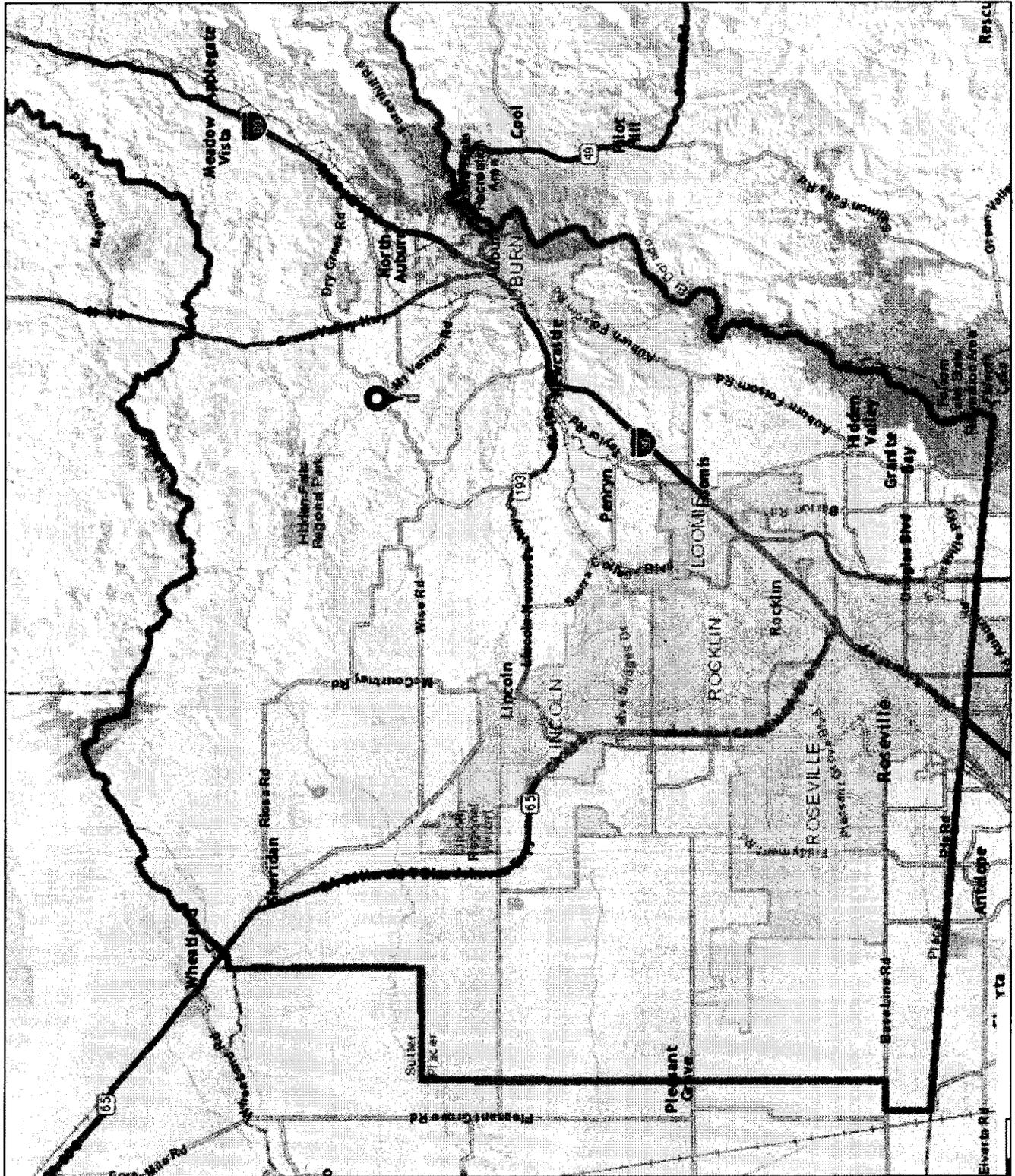
1. Determine the proposed Agricultural Preserve PLN15-00313 is Categorically Exempt from environmental review pursuant to Section 15317 of the California Environmental Quality Act and Class 17, Section 18.36.190 of the Placer County Environmental Review Ordinance (Open space contracts or easements).
2. Adopt a Resolution creating Agricultural Preserve PLN15-00313 based on the following findings:
 - A. Creation of Agricultural Preserve PLN15-00313 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).
 - B. Agricultural Preserve PLN15-00313 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.
 - C. Agricultural Preserve PLN15-00313 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.
3. Approve and authorize the Chair to execute Williamson Act Land Conservation Agreement PLN15-00313.

- Attachment 1: Vicinity Map
Attachment 2: Aerial Exhibit of Proposed Agricultural Preserve

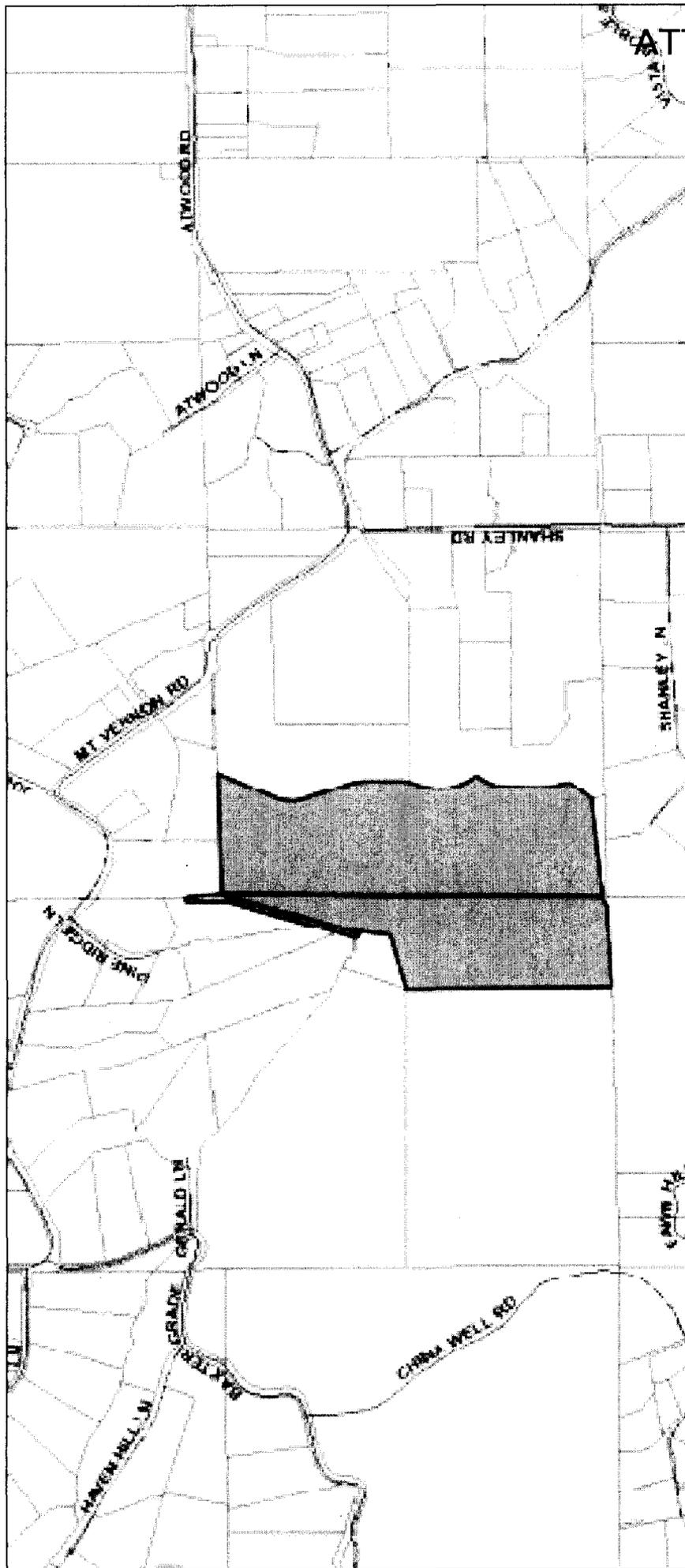
Attachment 3: Map of Existing Preserves
Attachment 4: Agricultural Commissioner's Memo dated October 22, 2015
Attachment 5: Resolution creating Agricultural Preserve PLN15-00313
Attachment 6: Land Conservation Contract for PLN15-00313

cc: Joshua Huntsinger, Agricultural Commissioner
Karin Schwab, County Counsel
County Assessor
Property Owners, Jarrod and Laura Anderson Trustees

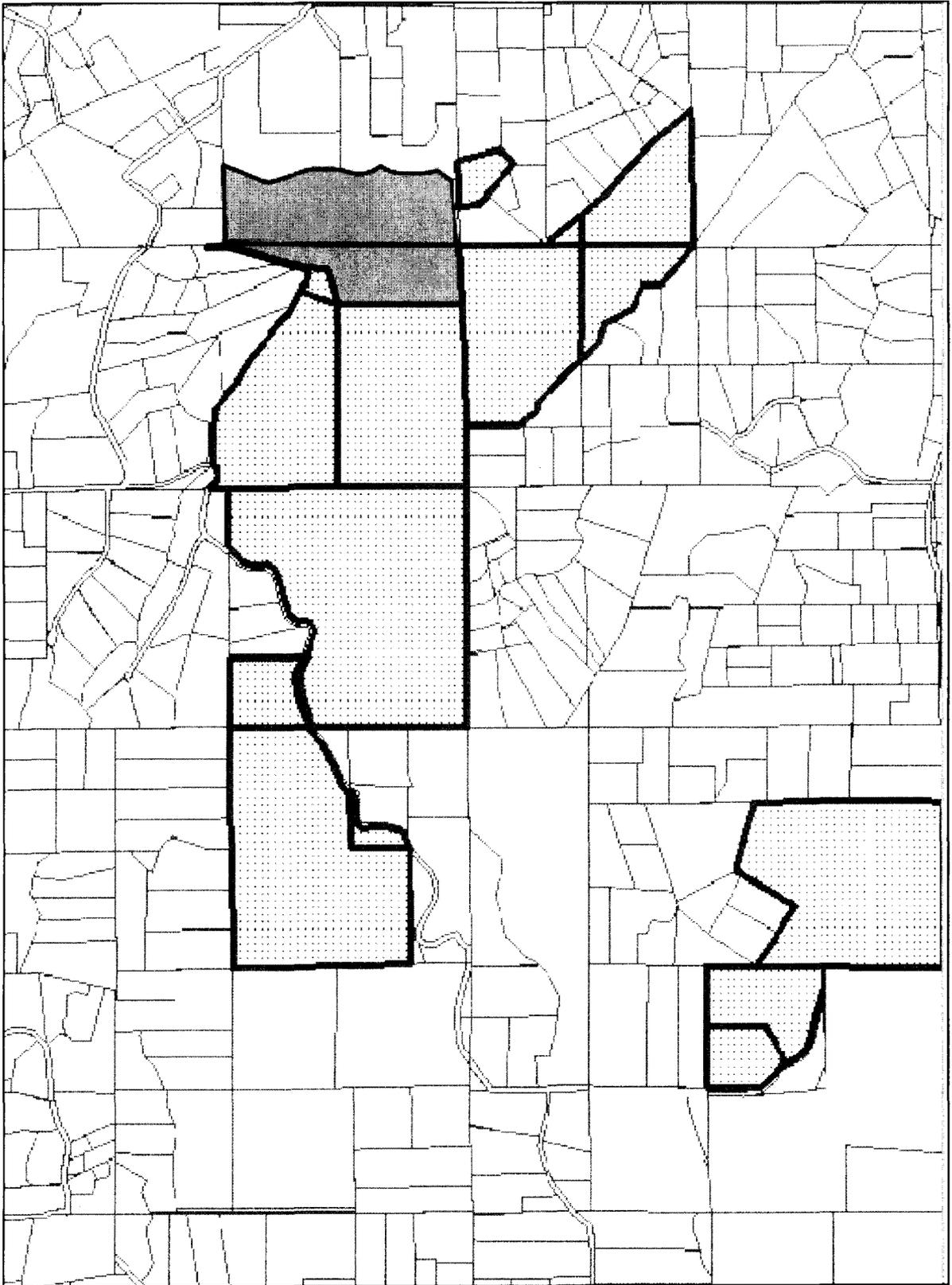
Vicinity Map

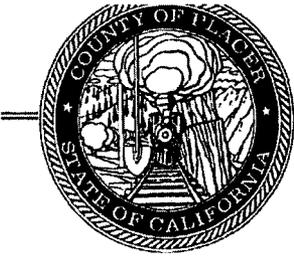


Aerial Exhibit of Proposed Agricultural Preserves



Existing Adjacent Agricultural Preserves





**COUNTY OF PLACER
AGRICULTURAL COMMISSION**

JOSHUA P. HUNTSINGER
Agricultural Commissioner
Sealer of Weights & Measures

AGRICULTURAL COMMISSION MEMBERS
 Tony Aguilar Larry Jordan
 Patricia Beard William Morebeck
 James Brenner John Nitta
 Dan Macon Stewart Perry
 Wayne Vineyard

11477 E AVENUE
 AUBURN, CALIFORNIA 95603
 TELEPHONE: (530) 889-7372
 FAX: (530) 823-1698
 www.placer.ca.gov

TO: Kally Kedingler-Cecil, Planning Services Division, CDRA

FROM: Josh Huntsinger, Agricultural Commissioner

DATE: October 22, 2015

SUBJECT: Placer County Agricultural Commission Recommendation Regarding
 PLN15-00313 Anderson – Request to Enter a Contract for 74.5
 Acres into the California Land Conservation Act (Williamson Act)

On October 19, 2015, the Placer County Agricultural Commission voted unanimously (6-0) to support Jarrod and Laura Anderson's request to enroll their three farm-zoned parcels totaling 74.5 acres (APN 026-280-005, 026-280-006, and 051-080-078) in the California Land Conservation Act program, and create a new agricultural preserve.

During the hearing, the commission heard testimony from Planning staff 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 three 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 four hundred-fifty acres of other preserved agricultural land, thus fulfilling this requirement. Additionally, this particular ranch consists of highly productive soils, and is strategically located so that it will serve as a buffer between smaller, more urban parcels to the east, and larger agricultural parcels to the west.
3. 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.

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

In the matter of:
A RESOLUTION ESTABLISHING AGRICULTURAL
PRESERVE PLN15-00313

Resolution 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.

Chair, Board of Supervisors

Attest:

Clerk of said Board

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, AS FOLLOWS:

WHEREAS, the properties proposed for enrollment in the Williamson Act are actively used for agricultural pursuits and satisfy the minimum gross annual agricultural income necessary to establish an agricultural preserve; and

WHEREAS, although each parcel is less than 100 acres in size, the aggregate of these parcels will preserve unique characteristics of the current agricultural enterprises in the area and will be contiguous to other agricultural preserves in excess of 100 acres; and

WHEREAS, the creation of these agricultural preserves is consistent with the goals and policies of the General Plan as they will preserve and promote agricultural uses; and

WHEREAS, the creation of these agricultural preserves are consistent with the provisions of Government Code Section 51200, et seq., and County Code Chapter 17, Article 17.64, Section 17.64.010 et seq. related to the Williamson Act; and

WHEREAS, the creation of agricultural preserves is categorically exempt from the California Environmental Quality Act Guidelines section 15317.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Placer County hereby approves the establishment of Agricultural Preserve PLN15-00313, which is depicted in Exhibit "A" and legally described in Exhibit "B", which exhibits are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of Placer County hereby approves and authorizes the Chair to execute Land Conservation Agreement PLN15-00313, which agreement is attached hereto as Exhibit "B".

Exhibits:

"A" Map/Diagram of Preserve Area

"B" Land Conservation Agreement PLN15-00313 (including Legal Description)

RECORDED BY COUNTY OF PLACER

Return to:

Placer County Planning Services Division
Planning Commission Clerk
3091 County Center Drive
Auburn, CA 95603

LAND CONSERVATION AGREEMENT – PLN15-00313

THIS AGREEMENT, made and entered into this 8th day of December, 2015, by and between JARROD S. ANDERSON and LAURA J. ANDERSON, TRUSTEES OF THE ANDERSON FAMILY TRUST DATED JANUARY 10, 2008, 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, 2016, 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.

OWNER:

THE ANDERSON FAMILY TRUST DATED JANUARY 10, 2008

By: Jarrod Anderson, Trustee
Jarrod Anderson, Trustee

By: Laura Anderson, Trustee
Laura Anderson, Trustee

(Attach Acknowledgement
for each signature)

COUNTY OF PLACER

By: _____
Chairman, Kirk Uhler

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

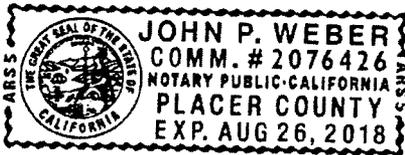
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)
On 11-24-15 before me, John P. Weber, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jarrad and Laura Anderson
Name(s) of Signer(s)

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 John P. Weber
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Land Conservation ^{Agree.} Document Date: 11-24-15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M., BEING ALL OF THAT CERTAIN PROPERTY DESCRIBED AS PARCEL TWO AND ALL OF THAT PORTION OF THAT CERTAIN PROPERTY DESCRIBED AS PARCEL ONE AS GRANTED TO JOEL A. THOMPSON AND SUZANNE PIERCE THOMPSON IN THAT CERTAIN DEED DOCUMENT NO. 1999-0055142, OFFICIAL RECORDS PLACER COUNTY LYING WITHIN SAID SECTION 36; AND ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 8 EAST, M.D.B.&M., BEING A PORTION OF PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. DPM-2004-0801, AS RECORDED IN BOOK 33 OF PARCEL MAPS AT PAGE 28, PLACER COUNTY OFFICIAL RECORDS AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID PARCEL 4, SAID POINT BEING NORTH 88 DEGREES 39 MINUTES 12 SECONDS EAST, 863.43 FEET FROM THE NORTHWESTERLY CORNER OF THEREOF;

THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID NORTHERLY LINE, SOUTH 24 DEGREES 07 MINUTES 00 SECONDS WEST, 453.69 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 42 DEGREES 22 MINUTES 03 SECONDS AND AN ARC LENGTH OF 166.44 FEET;

THENCE SOUTH 18 DEGREES 16 MINUTES 02 SECONDS EAST, 382.48 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 25 SECONDS AND AN ARC LENGTH OF 57.19 FEET;

THENCE SOUTH 00 DEGREES 27 MINUTES 23 SECONDS WEST, 237.28 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 39 MINUTES 52 SECONDS AND AN ARC LENGTH OF 148.34 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 03 MINUTES 18 SECONDS AND ARC LENGTH OF 419.24 FEET;

THENCE ALONG THE NON-TANGENT CURVE TO THE LEFT WITH A RADIUS POINT WHICH BEARS SOUTH 47 DEGREES 24 MINUTES 21 SECONDS EAST, 325.00 FEET, A CENTRAL ANGLE OF 41 DEGREES 27 MINUTES 26 SECONDS AND AN ARC LENGTH OF 235.16 FEET;

THENCE SOUTH 01 DEGREES 08 MINUTES 13 SECONDS WEST, 240.56 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 51 MINUTES 33 SECONDS AND AN ARC LENGTH OF 84.29 FEET;

THENCE SOUTH 13 DEGREES 43 MINUTES 20 SECONDS EAST, 91.98 FEET;

THENCE SOUTH 37 DEGREES 42 MINUTES 14 SECONDS WEST, 209.75 FEET TO THE

EXHIBIT "A"
LEGAL DESCRIPTION continued

SOUTHERLY LINE OF SAID PARCEL 4;
THENCE ALONG THE SOUTHERLY LINE, SOUTH 84 DEGREES 03 MINUTES 05 SECONDS WEST,
690.29 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4;
THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID PARCEL 4, NORTH 01
DEGREES 01 MINUTES 06 SECONDS EAST, 2615.02 FEET AND NORTH 88 DEGREES 39
MINUTES 12 SECONDS EAST, 863.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION ENCOMPASSES ONE PARCEL OF LAND AS APPROVED BY MINOR
BOUNDARY LINE ADJUSTMENT NO. 20060693.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT 50 FEET WIDE FOR ROAD AND PRIVATE AND PUBLIC UTILITY
PURPOSES, OVER, UNDER AND ACROSS AREA "K", ON PARCEL MAP NO. DPM 20040801 IN
BOOK 33, AT PAGE 28.

PARCEL THREE:

AN EASEMENT FOR INGRESS AND EGRESS TEN (10) FEET IN WIDTH, THE CENTERLINE OF
SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 13 NORTH, RANGE
8 EAST, M.D.M.; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THE CENTERLINE OF A 10' WIDE INGRESS AND
EGRESS EASEMENT, SAID EASEMENT BEING DESCRIBED AND RECORDED IN DOCUMENT
#2000-0059332, PLACER COUNTY OFFICIAL RECORDS, AUGUST 15, 2000;

THENCE FROM SAID POINT OF BEGINNING, SOUTH 88 DEGREES 59 MINUTES 09 SECONDS
WEST, 1,214.47 FEET TO THE WESTERLY LINE OF SAID SECTION 31.

APN: 026-280-005 AND 006, 051-080-078

