

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

In the matter of:

Resolution No.: 2015-265

A RESOLUTION ESTABLISHING AGRICULTURAL  
PRESERVE PLN15-00313

The following Resolution was duly passed by the Board of Supervisors of the County of  
Placer at a regular meeting held December 8, 2015 by the following  
vote on roll call:

Ayes: DURAN, WEYGANDT, HOLMES, MONTGOMERY, UHLER

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

  
\_\_\_\_\_  
Clerk of said Board

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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)

Aerial Exhibit of Proposed Agricultural Preserves

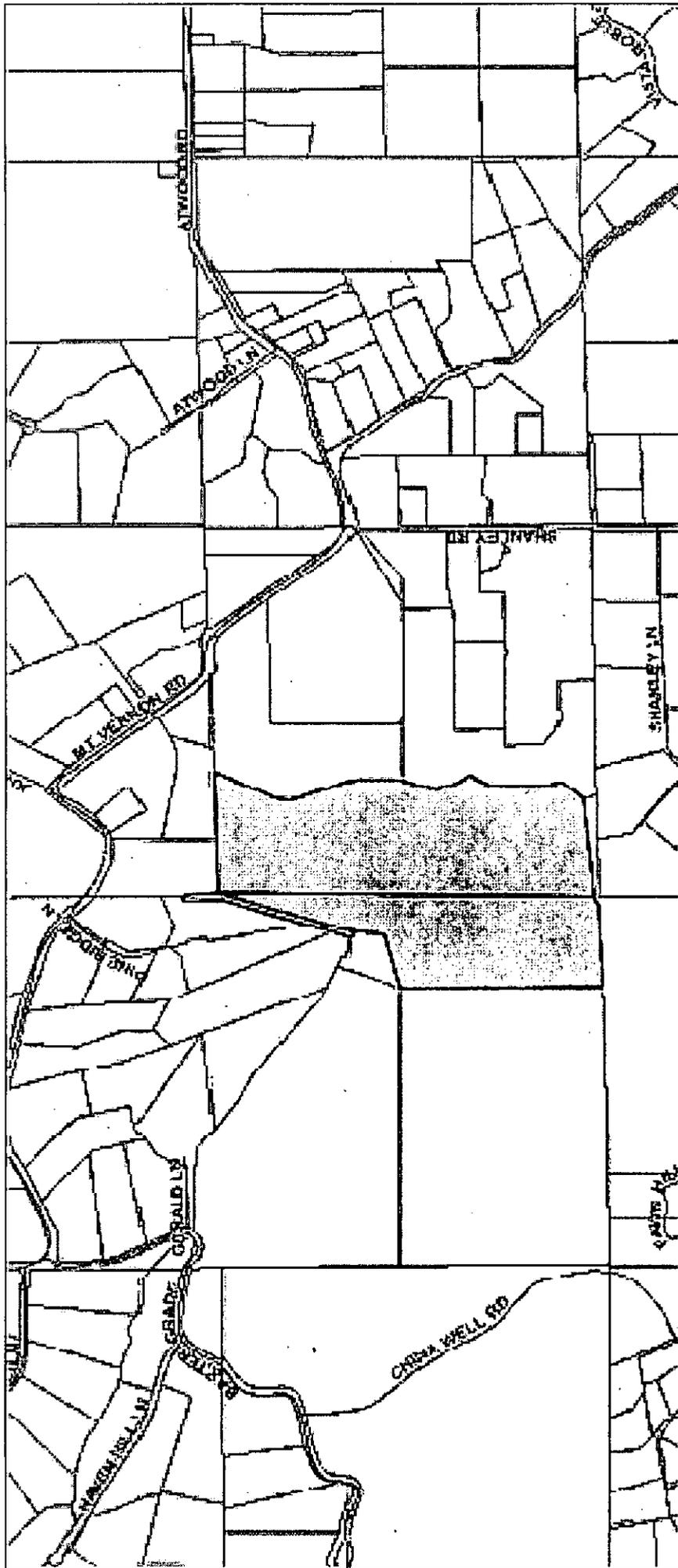


EXHIBIT A

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 8<sup>th</sup> 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:

Jarrold Anderson, Trustee

Jarrold 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**

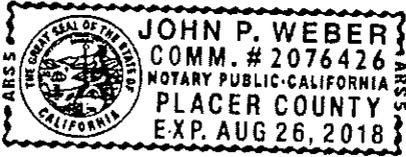
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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