

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

In the matter of:

A Resolution establishing Agricultural Preserve PLN20-00285 and authorizing the Chair to execute Land Conservation Agreement PLN20-00285

Resolution No.: 2021-226

The following resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on June 22, 2021, by the following vote:

Ayes: GORE, HOLMES, JONES, GUSTAFSON, WEYGANDT

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.



Chair, Board of Supervisors

Attest:



Clerk of said Board

WHEREAS, creation of Agricultural Preserve PLN20-00285 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); and

WHEREAS, Agricultural Preserve PLN20-00285 is consistent with the goals and policies of the Placer County General Plan and the Sheridan 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; and

WHEREAS, Agricultural Preserve PLN20-00285 is consistent with the requirements of the California Land Conservation Act (Gov. Code, § 51200, et seq.) and the Placer County Williamson Act Ordinance (Placer County Code, Chapter 17, Article 17.64), and specifically meets the following requirements:

- The site is located within an appropriately zoned district pursuant to Placer County Code Chapter 17, Article 17.64, Section 17.64.060, subsection (A);
- The site has the appropriate minimum area required by Section 17.64.040, subsection (B);
- The applicant has provided documentation demonstrating that existing, on-site agricultural operations have produced the minimum gross income set forth in Section 17.64.040, subsection (C); and
- The subject land use or parcel is not being maintained in violation of any applicable provisions of the Subdivision Map Act, the Placer County Code, or any conditions of approval where the violation was identified prior to the filing of a preserve application.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE that:

1. 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., an Agricultural Preserve is hereby established on the real property legally described in in the Land Conservation Agreement attached hereto and incorporated herein by reference and illustrated on that map attached as an exhibit thereto.
2. The Chair is authorized to execute the Land Conservation Agreement.
3. This resolution shall be effective immediately.

Attachment: Land Conservation Agreement

Exhibit A: Grant Deed

Exhibit B: Map

RECORDING REQUESTED BY COUNTY OF PLACER

Return to:

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

LAND CONSERVATION AGREEMENT – PLN20-00285

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between Walter E. Fickewirth and Robyn M. Fickewirth, Trustees of The Fickewirth Family Trust dated September 19, 1991, hereinafter called "OWNER" and the COUNTY OF PLACER, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, OWNER possesses certain real property, identified by Assessor Parcel Number 019-290-027-000, which is located in the unincorporated area of Placer County, as legally described in Exhibit "A" and as depicted in Exhibit "B", 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

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, 2022, 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.
15. The OWNER agrees to, upon written request of the COUNTY, defend, indemnify, and hold harmless the County of Placer, the County Board of Supervisors, and its officers, agents, and employees, from any and all actions, lawsuits, claims, damages, or costs, including attorney's fees, relating to approval or implementation of this Agreement (collectively the "Project"). The COUNTY shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender of this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by the County under the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.) for the Project or any decisions by the COUNTY relating to the Project. Upon request of the COUNTY, the applicant shall execute an agreement in the form approved by County Counsel incorporating the provision of this condition.

OWNER:
THE FICKEWIRTH FAMILY TRUST DATED SEPTEMBER 19, 1991

By: _____
Walter E. Fickewirth, Trustee

By: _____
Robyn M. Fickewirth, Trustee

(Attach Acknowledgement
for each signature)

COUNTY OF PLACER

By: _____
Robert Weygandt - Chairman, Board of Supervisors

CERTIFICATION

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

DATED: _____ ATTEST:

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

By: _____
Clerk of the Board

Exhibit A



RECORDING REQUESTED BY
First American Title Company

PLACER, County Recorder
JIM MCCAULEY
DOC- 2015-0006303-00

AND WHEN RECORDED MAIL DOCUMENT TO:
Fickewirth Family Trust
2780 N. Dowd Road
Lincoln, CA 95648

FIRST AMERICAN TITLE - RECORDING ACCT
THURSDAY, JAN 29, 2015 12:22:26
MIC \$3.00 | AUT \$2.00 | SBS \$1.00
ERD \$1.00 | RED \$1.00 | REC \$10.00
ADD \$0.00 | UNI \$924.00

Ttl Pd \$942.00 Rcpt # 02407584
CLK7NMLEJ1/ST/1-2

Space Above This Line for Recorder's Use Only

A.P.N.: 019-290-027-000

File No.: 12023-4782866 (GH)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$924.00; 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, and

~~FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bruce Little and Suzanne Little, Successor Trustees of the Exemption Trust, created under the Charles O. Little and Helen K. Little Family Trust dated June 19, 1995~~

hereby GRANTS to **Walter E. Fickewirth and Robyn M. Fickewirth, Trustees of The Fickewirth Family Trust dated September 19, 1991**

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

PARCEL 1:

THE SOUTH THREE-FOURTHS (3/4THS) OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

PARCEL 2:

AN EASEMENT 10 FEET WIDE FOR A COVERED CEMENT IRRIGATION PIPE AND FOR REQUIRED PUMPS AND STAND-PIPES OVER, UNDER AND THROUGH THAT PORTION OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 5 EAST MDB&M, 5 FEET WIDE ON EACH SIDE OF A CENTER LINE BEGINNING AT A POINT 800 FEET NORTH OF AND 5 FEET EAST OF THE CENTER POINT OF SAID SECTION 26, AND EXTENDING 1500 FEET, MORE OR LESS, SOUTH, AND TERMINATING AT THE EAST-WEST PROPERTY LINE OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 5 EAST, MDB&M, AS CONVEYED TO CHARLES O. LITTLE AND HELEN T. LITTLE, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED AUGUST 31, 1965 IN BOOK 1079, PAGE 185 AND SUBJECT TO THE TERMS AND PROVISIONS CONTAINED WITHIN THAT CERTAIN DOCUMENT ENTITLED "RECEIPT" RECORDED APRIL 21, 1981 IN BOOK 2380, PAGE 276; BOTH OF OFFICIAL RECORDS.

Date: 01/21/2015

A.P.N.: 019-290-027-000

File No.: 12023-4782866 (GH)

Dated: January 21, 2015

Bruce Little and Suzanne Little, Successor Trustees of the Exemption Trust, created under the Charles O. Little and Helen K. Little Family Trust dated June 19, 1995

Bruce Little
Bruce Little, Successor Trustee

Suzanne Little
Suzanne Little, Successor Trustee

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)SS
COUNTY OF Los Angeles)

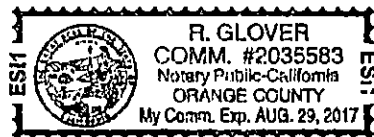
On 1-26-15, before me, R. Glover, Notary Public Notary Public, personally appeared Bruce Little and Suzanne Little

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 [Handwritten Signature]



This area for official notarial seal

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Exhibit B

019-290-027

120.0 ac.