

COUNTY OF PLACER
Community Development Resource Agency

PLANNING

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Planning Director

DATE: March 20, 2007

SUBJECT: REQUEST TO APPROVE AN AGRICULTURAL PRESERVE AND WILLIAMSON ACT CONTRACT - PAGP 20060742

ACTION REQUESTED:

The applicants request that the Board of Supervisors approve a resolution to create a 40-acre Williamson Act Contract and Agricultural Preserve. The two properties for which the contract is requested are zoned Farm and are characterized by grassland, oak woodland and riparian corridor. One of the twenty-acre parcels is developed with a two-acre vineyard.

This item was considered by the Board on December 19, 2006, and was continued to March 20, 2007. At the December 19 hearing, the Board discussed that each of the parcels proposed for contract are protected by an Open Space Conservation Easement donated to the Placer Legacy Program by a previous property owner. The Board further discussed if approval of a Williamson Act Contract for these properties would provide additional conservation measures beyond those that apply under the existing Conservation Easement. The Board also discussed the content of a letter submitted by the Department of Conservation regarding this Williamson Act Contract request. At issue was whether or not the Department of Conservation was required to concur with the determination of the Board in finding for Contract approval.

The Board continued the item to the March 20, 2007, hearing with direction to the Planning Department and Agricultural Commissioner to conduct a public workshop on the Williamson Act. The workshop would clarify County procedures for considering a property for Contract and clarify the role of the Department of Conservation in Contract oversight. On March 5, 2007, a public workshop was held in the Planning Commission Chambers and included presentations by County staff and Department of Conservation staff.

BACKGROUND:

The proposed agricultural preserve is located in the rural west Auburn area, one mile northwest of the intersection of Mount Vernon Road and Mears Road, in the Blue Oak Ranch Subdivision, formerly Didion Ranch. All parcels within this subdivision are encumbered by an Open Space Easement donated to the Placer Legacy program.

Agricultural improvements include two-acres of drip irrigated and fenced Syrah varietal grape vines, an irrigation pond and a barn. The parcels do not include residential improvements at this

time. The vineyard was planted with approximately 2,000 Syrah grape vines in July of 2006. Properties planted with fruit or nut-bearing trees, vines, bushes, or crops which have a non-bearing period of less than five years may be considered for contract following installation of irrigation facilities and planting of the site.

In a memorandum to the Agricultural Commission dated November 9, 2006, Farm Advisor, Cindy Fake, forecasted that that the vineyard would return the annual minimum income requirement of \$4,500 in 2011, when vines would be expected to produce between two to four tons of quality grapes per acre. This analysis was based upon an \$1,158 average per ton price paid for Syrah grapes in Crush District 10 in 2005, with the assumption that the first three to four years of crop would be restricted or discarded to encourage root system growth and vine vigor.

Agricultural Commission Hearing on Proposed Agricultural Preserve

The Placer County Farm Advisor, Placer County Agricultural Commissioner, and the Agricultural Commission have evaluated the proposed 40-acre contract for its ability to support the proposed agricultural use. On November 13, 2006, the Agricultural Commission took action to recommend that the Board of Supervisors approve the applicant's request to enroll these properties in the Williamson Act program based upon finding that the Harnagel vineyard represents a unique agricultural enterprise because it is a compatible agricultural use in an oak woodland setting. The Commission also found that the vineyard would meet the minimum annual income requirement within an estimated five years. A memorandum from the Agricultural Commission is attached to this report.

Establishment of an Agricultural Preserve less than 100-acres in size

The proposed agricultural preserve is less than 100-acres and is not contiguous with any other agricultural preserve. The County may only establish an agricultural preserve of less than 100-acres if it finds that the establishment of smaller preserves is necessary to preserve the unique characteristics of the agricultural enterprises in the area, and that the establishment of agricultural preserves of less than 100 acres in size is consistent with the General Plan.

General Plan Consistency

The approval of Williamson Act contracts is consistent with the Placer County General Plan goals and policies, which encourage enrollments of agricultural lands into its Williamson Act program to improve the financial viability of Placer County's agricultural economy through actions that have the potential to reduce costs and increase profits.

FISCAL IMPACT:

Enrolling these properties into the Williamson Act program would result in reduced property tax revenues from each parcel. The Assessor's Office has estimated that the restricted land value of each 20-acre parcel would be reduced from \$479,400 to approximately \$10,000.

Conclusion

Staff has attached one contract and one resolution that, when executed, will create agricultural preserve PAGP 20060742. The resultant contract reflects the property owner's application submittal and is consistent with provisions of the California Land Conservation Act provided that the Board of Supervisors makes specific findings that the establishment of a preserve less than 100

acres in size is consistent with the General Plan and that establishment of a preserve less than 100 acres in size is necessary to preserve the unique characteristics of the agricultural enterprises in the area. Staff has prepared findings of fact for approval of the agricultural preserve and contract, and for a categorical exemption from CEQA.

RECOMMENDATION:

Staff recommends that the Board take the following action:

1. Make a finding that the establishment of an agricultural preserve less than 100 acres in size is necessary to preserve the unique agricultural enterprises of the area.
2. Make a finding that the establishment of an agricultural preserve of less than 100 acres is consistent with the General Plan.
3. Approve the findings in support of the determination that the creation of this Williamson Act Contract 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).
4. Approve and authorize the Chair to sign the attached resolution to create Williamson Act Contract PAGP 20060742.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

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

ATTACHMENTS:

- | | |
|------------|--|
| Exhibit 1: | Suggested findings in support of contract creation |
| Exhibit 2: | Agricultural Commissioner's Memo dated November 14, 2006 |
| Exhibit 3: | Resolution and contract creating PAGP 20060742 |
| Exhibit 4: | Vicinity Map |
| Exhibit 5: | Plat Map |

cc: Steven and Pamela Harnagel, Property Owner
Gary Kirk, Assessor's Office

Christine Turner, Agricultural Commissioner's Office

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EXHIBIT 1

FINDINGS OF FACT: PAGP 20060742

CEQA

The Board of Supervisors of the County of Placer finds that establishment of Agricultural Preserves is categorically exempt from review under CEQA pursuant to Section 15317, Open Space Contracts or Easements (Class 17) of the CEQA Guidelines (ERO Section 18.36.019).

Contract Findings

1. Establishment of a 40-acre agricultural preserve, which is smaller than the 100-acre minimum required for approval of an agricultural preserve, is necessary to preserve the unique agricultural enterprises of the area.
2. Establishment of a 40-acre agricultural preserve, which is smaller than the 100-acre minimum required for approval of an agricultural preserve, is consistent with the Placer County General Plan.



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

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

CHRISTINE E. TURNER
Agricultural Commissioner/
Sealer of Weights and Measures

RECEIVED
NOV 16 2006

November 14, 2006

PLANNING DEPT.

TO: Placer County Board of Supervisors
FROM: Christine E. Turner, Agricultural Commissioner/Sealer

C.E. Turner

SUBJECT: Williamson Act Contract, Steven and Pamela Harnagel (New Contract)

During the Agricultural Commission's November 13, 2006 meeting, the Commission voted 4 -2, (three members absent), to recommend the Board of Supervisors approve a new Williamson Act contract, for Steven and Pamela Harnagel. The contract would consist of a two parcels: APN 026-212-032 (20.0 acres) and APN 026-212-033 (20.0 acres) for a total of 40.0 acres located at 6975 Heredia Court, Auburn, CA. The property is located in the Blue Oak Ranch subdivision (previously the Didion Ranch), and is encumbered by a permanent open space easement.

On November 3, 2006, Cindy Fake, Horticulture & Small Farms Advisor, UC Cooperative Extension, and I evaluated the 40.0 acres of non-prime land for compliance with the County's current Williamson Act Administrative Rules. Ms. Fake's economic analysis determined that the two (2) acres of newly planted vineyard on this irrigated property has the potential to meet the minimum income requirement of \$4500/year in the future (see attached report dated November 13, 2006).

In addition, the Agricultural Commission discussed the Placer County Administrative Rules for Williamson Act contracts that requires a minimum of 100 acres unless the subject property is "located in an area with unique agricultural enterprises, where the establishment of an agricultural preserve with a total are of less than 100 acres is in the public interest and consistent with the General Plan." For preserves of less than 100 acres, the minimum lot area to qualify for a Williamson Act contract is 40 acres for Non-prime agricultural lands and qualifying operations may include the establishment of a vineyard without existing agricultural production.

The Agricultural Commission decided that Steven and Pamela Harnagel's 40.0 acres constituted a "unique agricultural enterprise" within the Blue Oak Ranch subdivision as a compatible agricultural use in an oak woodland setting. In addition, the property is zoned as "Farm" and

therefore a Williamson Act contract would be consistent with the General Plan. The Agricultural Commission believes that it is in the public interest to continue to support local agriculture that contributes to the County's economic base, provides working open space, and builds on the rural character of county. Based upon the discussion and evaluation of the relevant information, the Agricultural Commission voted to recommend support for Steven and Pamela Harnagel's Williamson Act contract request.

Action Requested:

Approve a Williamson Act contract for Steven and Pamela Harnagel that would consist of a two parcels: APN 026-212-032 (20.0 acres) and APN 026-212-033 (20.0 acres) for a total of 40.0 acres located at 6975 Heredia Court, Auburn, CA 95602.

cc: Placer County Agricultural Commission
Placer County Planning Department
Steven and Pamela Harnagel

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

In the matter of: **A RESOLUTION CREATING
AGRICULTURAL PRESERVE AGP-2006-0742**

Reso. No:

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage

Chairman, Board of Supervisors

ATTEST:
Clerk of said Board

THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE THAT:

Pursuant to the provisions of Government Code Section 51200, et seq., that an Agricultural Preserve is hereby created on that real property described in the Land Conservation Agreement attached hereto and incorporated herein by reference and illustrated on that map attached as an exhibit thereto.

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

RECORDED BY COUNTY OF PLACER

Return to:

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

LAND CONSERVATION AGREEMENT - PAGES-20060742

THIS AGREEMENT, made and entered into this 20th day of March, 2007, by and between STEVEN and PAMELA HARNAGEL, 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 Exhibits "A" and "B", 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 the within 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.
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, 2008 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:

- (1) It is in the public interest and the best interests of the Program, to conserve agricultural land that such payment be waived or deferred; and
- (2) The reason for the cancellation is an involuntary transfer or involuntary change in the use of the land, and the land is not suitable, and will not be immediately used for a purpose which produces a greater economic return to the OWNER.

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 there has occurred a change in the law pertaining to the protection of commercial agricultural uses, and that any such amendment would clearly promote the purposes of the Land Conservation Act of 1965, and all amendments thereto.

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. Wineries.
 - (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, public golf courses, 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 Board of Supervisors, following recommendations by the Agricultural Commission and Planning Commission.

OWNERS: [Signature]
Pamela [Signature]

(Attach Acknowledgement for each signature)

Please see the attached. ~~BT~~

COUNTY OF PLACER

By: _____
Chairman, Board of Supervisors

CERTIFICATION

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

DATED: _____

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

By: _____
Deputy Clerk

(Attach EXHIBIT "A" and "B")

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Placer } ss.

On 3/9/07, before me, Breann A. Larimer Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Pamela Harnage
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Breann A. Larimer
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Land Conservation Agreement
PAGS-20060742

Document Date: _____ Number of Pages: _____

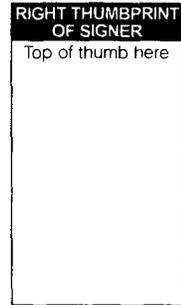
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On 3/9/07, before me, Breann A. Larimer Notary Public

personally appeared Steven Harnogel

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Breann A. Larimer
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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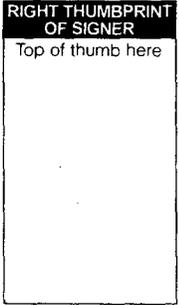
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



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RECORDING REQUESTED BY

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:
Steven and Pamela Harnagel
1321 Oak Creek Court
El Dorado Hills, CA 95762

Escrow No. 102-22883-LO



PLACER, County Recorder
JIM MCCAULEY

DOC- 2004-0159568

Acct 2-PLACER TITLE

Tuesday, NOV 30, 2004 14:30:00

MIC \$3.00:AUT \$13.00:SBS \$12.00

REC \$15.00:

Ttl Pd \$43.00

Nbr-0001193221

ocg/CG/1-13

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Steven Harnagel and Pamela Harnagel, husband and wife as joint tenants

does hereby remise, release and forever quitclaim to

Steven Harnagel and Pamela Harnagel, Trustees of the Harnagel 401 (K) Plan

the following described Real Property:

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

See Exhibit "A" attached hereto and made a part of

Dated: November 24, 2004

2/9 130

Steven Harnagel
Steven Harnagel

Pamela Harnagel
Pamela Harnagel

STATE OF CALIFORNIA,) ss.
COUNTY OF Placer)

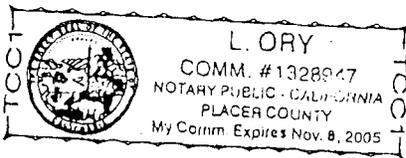
On 11/26/04, before me the undersigned a Notary Public in and for said County and State, personally appeared Steven Harnagel and Pamela Harnagel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name 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.

WITNESS my hand and official seal.

Signature [Signature]

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE. IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.
Grantee at address above



GOVERNMENT CODE 2736.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows.
Name of Notary L. Ory
Date Commission Expires 11-8-05 Commission # 1328947
County of Commission Placer My I.D. # TCC1
State of Commission California
11-30-04 Auburn, Ca Placer Title Co.
Signature (firm name, if any) J. Schwartz

EXHIBIT "A"

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

PARCEL ONE:

LOT 34, HEREDIA ESTATES RECORDED IN BOOK "A" OF MAPS, PAGE 15, OFFICIAL RECORDS OF PLACER COUNTY, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 19, 2003 SERIES NO. 2003-0208811, OFFICIAL RECORDS OF PLACER COUNTY.

ASSESSOR'S PARCEL NUMBER
026-210-003(PORTION)

PARCEL TWO:

PORTIONS OF SECTIONS 22, 23, AND 27, LOCATED IN TOWNSHIP 13 NORTH, RANGE 07 EAST, M.D.M., PLACER COUNTY, CALIFORNIA.

AREA "A"-75' ROAD AND UTILITY EASEMENT
AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING RIGHT ANGLE WIDTH OF SEVENTY FIVE (75.00) FEET LYING THIRTY TWO AND ONE HALF (32.50) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED SECTION 23, AND FROM SAID POINT AT A ONE AND ONE HALF INCH DIAMETER OPEN IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 88 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR A DISTANCE OF 242.82 FEET; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH LINE AND ALONG THE CENTERLINE OF AN EXISTING ROAD THE FOLLOWING SIXTY-THREE (63) CONSECUTIVE COURSES AND DISTANCES:

- 1) NORTH 36 DEGREES 41 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 111.43 FEET;
- 2) NORTH 47 DEGREES 07 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 60.00 FEET;

- 3) NORTH 53 DEGREES 23 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 119.21 FEET;
- 4) NORTH 84 DEGREES 38 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 198.02 FEET;
- 5) NORTH 81 DEGREES 48 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 282.81 FEET;
- 6) NORTH 88 DEGREES 30 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 236.28 FEET;
- 7) SOUTH 88 DEGREES 38 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 90.34 FEET;
- 8) SOUTH 80 DEGREES 29 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 197.06 FEET;
- 9) SOUTH 83 DEGREES 58 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 142.12 FEET;
- 10) SOUTH 77 DEGREES 16 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 167.37 FEET;
- 11) SOUTH 75 DEGREES 23 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 458.72 FEET;
- 12) NORTH 88 DEGREES 10 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 370.66 FEET;
- 13) SOUTH 86 DEGREES 22 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 87.32 FEET;
- 14) SOUTH 76 DEGREES 42 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 43.64 FEET;
- 15) SOUTH 66 DEGREES 10 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 193.78 FEET;
- 16) SOUTH 72 DEGREES 24 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 93.33 FEET;
- 17) SOUTH 79 DEGREES 00 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 43.93 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING ROAD, HEREINAFTER REFERRED TO AS POINT "A";
- 18) SOUTH 06 DEGREES 52 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 114.07 FEET;
- 19) SOUTH 10 DEGREES 16 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 35.14 FEET;
- 20) SOUTH 26 DEGREES 47 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 40.66 FEET;
- 21) SOUTH 36 DEGREES 58 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 64.06 FEET;
- 22) SOUTH 23 DEGREES 50 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 59.08 FEET;
- 23) SOUTH 30 DEGREES 24 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 62.03 FEET;
- 24) SOUTH 15 DEGREES 35 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 101.51 FEET TO A POINT OF INTERSECTION WITH THE

CENTERLINE OF AN EXISTING DRIVEWAY, HEREINAFTER REFERRED TO AS POINT "B";

25) SOUTH 14 DEGREES 18 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 126.75 FEET;

26) SOUTH 02 DEGREES 32 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 80.27 FEET;

27) SOUTH 08 DEGREES 09 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 176.13 FEET;

28) SOUTH 01 DEGREES 05 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 256.61 FEET;

29) SOUTH 12 DEGREES 23 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 78.94 FEET;

30) SOUTH 29 DEGREES 08 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 82.93 FEET;

31) SOUTH 42 DEGREES 06 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 243.40 FEET;

32) SOUTH 08 DEGREES 27 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 59.10 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING CANAL, HEREINAFTER REFERRED TO AS POINT "I";

33) SOUTH 08 DEGREES 27 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 25.23 FEET;

34) SOUTH 15 DEGREES 28 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 157.90 FEET;

35) SOUTH 04 DEGREES 21 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 46.43 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING CANAL, HEREINAFTER REFERRED TO AS POINT "J";

36) SOUTH 18 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 42.54 FEET;

37) SOUTH 63 DEGREES 05 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 20.00 FEET;

38) SOUTH 88 DEGREES 34 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 66.66 FEET;

39) SOUTH 77 DEGREES 48 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 57.28 FEET;

40) SOUTH 61 DEGREES 46 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 117.87 FEET;

41) SOUTH 72 DEGREES 23 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 74.42 FEET;

42) NORTH 81 DEGREES 48 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 74.36 FEET;

43) NORTH 62 DEGREES 06 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 39.46 FEET;

44) NORTH 47 DEGREES 55 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 336.68 FEET;

45) NORTH 58 DEGREES 11 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 282.17 FEET;
46) NORTH 51 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 271.26 FEET;
47) NORTH 38 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 70.69 FEET;
48) NORTH 20 DEGREES 25 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 84.91 FEET;
49) NORTH 05 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 32.23 FEET;
50) NORTH 35 DEGREES 18 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 75.11 FEET;
51) NORTH 62 DEGREES 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 80.60 FEET;
52) NORTH 75 DEGREES 45 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 160.62 FEET;
53) NORTH 63 DEGREES 39 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 142.08 FEET;
54) NORTH 38 DEGREES 30 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 75.08 FEET;
55) NORTH 24 DEGREES 59 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 226.60 FEET;
56) NORTH 34 DEGREES 25 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 59.90 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "K",
57) NORTH 63 DEGREES 23 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 91.12 FEET;
58) NORTH 44 DEGREES 27 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 523.43 FEET;
59) NORTH 61 DEGREES 12 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 111.95 FEET;
60) NORTH 31 DEGREES 49 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 161.99 FEET;
61) NORTH 66 DEGREES 17 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 79.04 FEET;
62) NORTH 87 DEGREES 48 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 125.38 FEET, AND 63) SOUTH 46 DEGREES 43 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 33.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C" AND THE TERMINUS OF SAID EASEMENT.

NOTE: THE SIDELINES AT THE EASTERLY TERMINUS OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS THE CASE MAY BE, TO END IN THE SOUTH LINE OF THE ABOVE DESCRIBED SECTION 23.

AREA "A1" - 150' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF ONE HUNDRED FIFTY (150.00) FEET LYING SEVENTY-FIVE (75.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "I"; THENCE FROM THE POINT OF BEGINNING SOUTH 89 DEGREES 06 MINUTES 31 SECONDS WEST ALONG THE CENTERLINE OF AN EXISTING CANAL FOR A DISTANCE OF 75.00 FEET TO THE TERMINUS OF SAID EASEMENT.

AREA "A2" - 150' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF ONE HUNDRED FIFTY (150.00) FEET LYING SEVENTY FIVE (75.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "I", THENCE NORTH 89 DEGREES 06 MINUTES 31 SECONDS EAST ALONG THE CENTERLINE OF AN EXISTING CANAL FOR A DISTANCE OF 75.00 FEET TO THE TERMINUS OF SAID EASEMENT.

AREA "A3" - 150' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF ONE HUNDRED FIFTY (150.00) FEET LYING SEVENTY-FIVE (75.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "J"; THENCE SOUTH 89 DEGREES 16 MINUTES 29 SECONDS WEST ALONG THE CENTERLINE OF AN EXISTING CANAL FOR A DISTANCE OF 75.00 FEET TO THE TERMINUS OF SAID EASEMENT.

AREA "A4" - 150' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF ONE HUNDRED FIFTY (150.00) FEET LYING SEVENTY-FIVE (75.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "J", THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE CENTERLINE OF

AN EXISTING CANAL FOR A DISTANCE OF 75.00 FEET TO THE TERMINUS OF SAID EASEMENT.

AREA "A5"-50' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF FIFTY (50.00) FEET AND A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE DESCRIBED POINT "K"; THENCE FROM THE POINT OF BEGINNING SOUTH 43 DEGREES 21 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE TERMINUS OF SAID EASEMENT.

NOTE: THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED STRIP OF LAND IS IDENTICAL TO THE CENTERLINE OF AN EXISTING CANAL.

AREA "A6" - ROAD AND UTILITY EASEMENT

AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A PARCEL OF LAND INCLUDED WITHIN THE CIRCUMFERENCE OF A CIRCLE HAVING A RADIUS OF ONE HUNDRED (100.00) FEET, THE RADIUS POINT OF SAID CIRCLE BEING THE ABOVE DESCRIBED POINT "C".

AREA "B" - 75' ROAD AND UTILITY EASEMENT

AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF SEVENTY FIVE (75.00) FEET LYING THIRTY TWO AND ONE HALF (32.50) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE FROM THE POINT OF BEGINNING ALONG THE CENTERLINE OF AN EXISTING ROAD AND THE FOLLOWING THIRTY-ONE (31) CONSECUTIVE COURSES AND DISTANCES:

- 1) NORTH 88 DEGREES 20 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 53.00 FEET;
- 2) NORTH 74 DEGREES 31 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 69.28 FEET;
- 3) NORTH 64 DEGREES 27 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 93.26 FEET;
- 4) NORTH 57 DEGREES 18 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 276.72 FEET;
- 5) NORTH 64 DEGREES 27 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 94.93 FEET;

- 6) NORTH 69 DEGREES 35 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 184.19 FEET;
- 7) NORTH 56 DEGREES 52 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 163.74 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING DRIVEWAY HEREINAFTER REFERRED TO AS POINT "F";
- 8) NORTH 55 DEGREES 35 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 144.21 FEET;
- 9) NORTH 77 DEGREES 27 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 107.54 FEET;
- 10) NORTH 66 DEGREES 02 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 59.29 FEET;
- 11) NORTH 47 DEGREES 17 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 103.37 FEET;
- 12) NORTH 65 DEGREES 47 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 92.89 FEET;
- 13) NORTH 57 DEGREES 05 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 120.69 FEET;
- 14) NORTH 40 DEGREES 25 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 348.45 FEET;
- 15) NORTH 54 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 71.54 FEET;
- 16) NORTH 70 DEGREES 39 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 164.93 FEET;
- 17) NORTH 51 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 161.77 FEET;
- 18) NORTH 71 DEGREES 05 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 64.34 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING DRIVEWAY HEREAFTER REFERRED TO A POINT "E";
- 19) SOUTH 84 DEGREES 37 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 185.21 FEET;
- 20) NORTH 86 DEGREES 08 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 216.97 FEET;
- 21) SOUTH 72 DEGREES 04 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 120.40 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING ROAD HEREINAFTER REFERRED TO AS POINT "D";
- 22) NORTH 87 DEGREES 43 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 101.85 FEET;
- 23) SOUTH 81 DEGREES 41 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 129.31 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G";
- 24) NORTH 81 DEGREES 43 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 145.08 FEET;
- 25) SOUTH 79 DEGREES 56 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 50.72 FEET TO A POINT ON THE EASTERLY LINE OF THE

TRACT OF LAND SHOWN AND DESIGNATED AS LOT 42 ON THE PLAT OF THE HEREDIA ESTATE FILED IN BOOK A OF MAPS AT PAGE 15, PLACER COUNTY RECORDS HEREINAFTER REFERRED TO AS POINT "L";
26) SOUTH 79 DEGREES 56 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 135.10 FEET;
27) NORTH 84 DEGREES 55 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 52.74 FEET TO A POINT OF INTERSECTION WITH AN EXISTING ROAD HEREINAFTER REFERRED TO AS POINT "H"
28) NORTH 69 DEGREES 42 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 250.56 FEET;
29) NORTH 59 DEGREES 07 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 75.05 FEET;
30) NORTH 73 DEGREES 25 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 60.70 FEET AND
31) NORTH 87 DEGREES 11 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 116.39 FEET TO A POINT ON THE WESTERLY LINE OF THE ABOVE DESCRIBED LOT 42 AND THE TRACT OF LAND SHOWN AND DESIGNATED AS LOT 52 ON THE ABOVE DESCRIBED PLAT OF THE HEREDIA ESTATE AND THE TERMINUS OF SAID EASEMENT.

NOTE: THE SIDELINES AT THE WESTERLY TERMINUS OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS THE CASE MAY BE, TO END IN SAID WESTERLY LINES OF THE ABOVE DESCRIBED LOT 42 AND LOT 52.

AREA "B1" - ROAD AND UTILITY EASEMENT

AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A PARCEL OF LAND INCLUDED WITHIN THE CIRCUMFERENCE OF A CIRCLE HAVING A RADIUS OF ONE HUNDRED (100.00) FEET, THE RADIUS POINT OF SAID CIRCLE BEING THE ABOVE DESCRIBED POINT "G".

AREA "B2" - 50' UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF FIFTY (50.00) FEET AND A WESTERLY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE DESCRIBED POINT "L" THENCE FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 23 MINUTES 10 SECONDS WEST ALONG THE WESTERLY LINE OF THE ABOVE DESCRIBED LOT 42 FOR A DISTANCE OF 454.50 FEET TO THE TERMINUS OF SAID EASEMENT.

AREA "E" - 50' FIRE ACCESS AND UTILITY EASEMENT

AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF FIFTY (50.00) FEET LYING TWENTY-FIVE (25.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "C"; THENCE FROM THE POINT OF BEGINNING ALONG THE CENTERLINE OF AN EXISTING ROAD THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES AND DISTANCES:

- 1) NORTH 19 DEGREES 46 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 112.81 FEET;
- 2) NORTH 25 DEGREES 07 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 147.64 FEET;
- 3) NORTH 53 DEGREES 45 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 116.24 FEET;
- 4) NORTH 37 DEGREES 51 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 122.03 FEET;
- 5) NORTH 51 DEGREES 37 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 41.60 FEET;
- 6) NORTH 33 DEGREES 40 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 41.13 FEET;
- 7) NORTH 16 DEGREES 03 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 51.97 FEET;
- 8) NORTH 03 DEGREES 15 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 38.19 FEET;
- 9) NORTH 10 DEGREES 10 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 121.70 FEET;
- 10) NORTH 04 DEGREES 18 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 84.15 FEET;
- 11) NORTH 11 DEGREES 30 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 238.11 FEET;
- 12) NORTH 33 DEGREES 43 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 70.50 FEET;
- 13) NORTH 60 DEGREES 22 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 40.58 FEET;
- 14) NORTH 88 DEGREES 36 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 70.29 FEET, AND 15) NORTH 41 DEGREES 27 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 50.91 FEET TO THE ABOVE DESCRIBED POINT "D" AND THE TERMINUS OF SAID EASEMENT.

AREA "H" - 50' FIRE ACCESS AND UTILITY EASEMENT - "GODLEY ROAD"
AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF FIFTY (50.00) FEET LYING

TWENTY-FIVE (25.00) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "H"; THENCE FROM THE POINT OF BEGINNING ALONG THE CENTERLINE OF AN EXISTING ROAD AND FOLLOWING SIX (6) CONSECUTIVE COURSES AND DISTANCES:
1) SOUTH 30 DEGREES 51 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 67.40 FEET;
2) SOUTH 08 DEGREES 00 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 75.83 FEET;
3) SOUTH 25 DEGREES 13 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 47.40 FEET;
4) SOUTH 77 DEGREES 21 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 335.19 FEET;
5) NORTH 64 DEGREES 25 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 113.03 FEET, AND 6) NORTH 80 DEGREES 29 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 68.62 FEET TO A POINT ON THE WESTERLY LINE OF THE TRACT OF LAND SHOWN AND DESIGNATED AS LOT 42 ON THE PLAT OF THE HEREDIA ESTATE FILED IN BOOK A OF MAPS AT PAGE 15, PLACER COUNTY RECORDS AND THE TERMINUS OF SAID EASEMENT.

NOTE: THE SIDELINES AT THE WESTERLY TERMINUS OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS THE CASE MAY BE, TO END IN THE WESTERLY LINE OF THE ABOVE DESCRIBED LOT 42.

RESERVING FROM THE ABOVE DESCRIBED EASEMENT ANY PORTION THEREOF LYING WITHIN PARCEL ONE FIRST ABOVE DESCRIBED.

TOGETHER WITH EASEMENT GRANT DEED FOR ROAD PURPOSES, INCLUDING UTILITY RIGHTS AS DESCRIBED IN THE DEEDS RECORDED AUGUST 17, 2004, INSTRUMENT NO. 2004-0108378, 2004-0108379 AND 2004-0108380.

SAID EASEMENTS ARE TO BE APPURTENANT TO THE PARCEL OF LAND DESCRIBED ABOVE.

RESERVING FROM PARCEL ONE ABOVE ANY PORTION THEREOF LYING WITHIN THAT CERTAIN PROPERTY BEING DESCRIBED A PORTION OF PARCEL THREE AS DESCRIBED IN THE DEED TO BOR PROPERTIES, LLC, RECORDED AS INSTRUMENT NO. 2004-0108374, OFFICIAL RECORDS, PLACER COUNTY, BEING A PORTION OF LOT 34 OF HEREDIA SUBDIVISION AND A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA, AND A PORTION OF PARCEL FOUR AS DESCRIBED IN THE DEED TO BOR PROPERTIES, LLC, RECORDED AS

INSTRUMENT NO. 2004-0108374, OFFICIAL RECORDS, PLACER COUNTY, BEING A PORTION OF LOT 39 OF HEREDIA TRACT AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AUGUST 26, 2004, INSTRUMENT NO. 2004-0113410, OFFICIAL RECORDS, AND SAID DECLARATION AND ANY AMENDMENTS THERETO IS HEREBY INCORPORATED INTO THE BODY OF THIS INSTRUMENT AS THOUGH FULLY SET FORTH HEREIN.

"SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS"

EXCEPTING FROM ANY EASEMENTS GRANTED OR RESERVED HEREBY, AND THEN ONLY TO THE EXTENT ANY SUCH AREAS BEING EXCEPTED ARE OUTSIDE OF THE EXISTING ROADS (INCLUDING SHOULDERS) THE FOLLOWING:

1. THE AREA TWENTY FEET (20) IN DIAMETER MEASURED FROM ANY EXISTING WELLS LOCATED ON LOT 36, HEREDIA ESTATES RECORDED IN BOOK "A" OF MAPS, PAGE 51, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA; AND
2. THE AREA WITHIN ANY EXISTING APPROVED LEACH FIELD OR REPAIR AREA FOR LOTS 41 AND 42, HEREDIA ESTATES RECORDED IN BOOK "A" OF MAPS, PAGE 51, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA.

FALLS REGIONAL PARK

PROPOSED AGRICULTURAL PRESERVE

VINEYARDS

MEARS ROAD

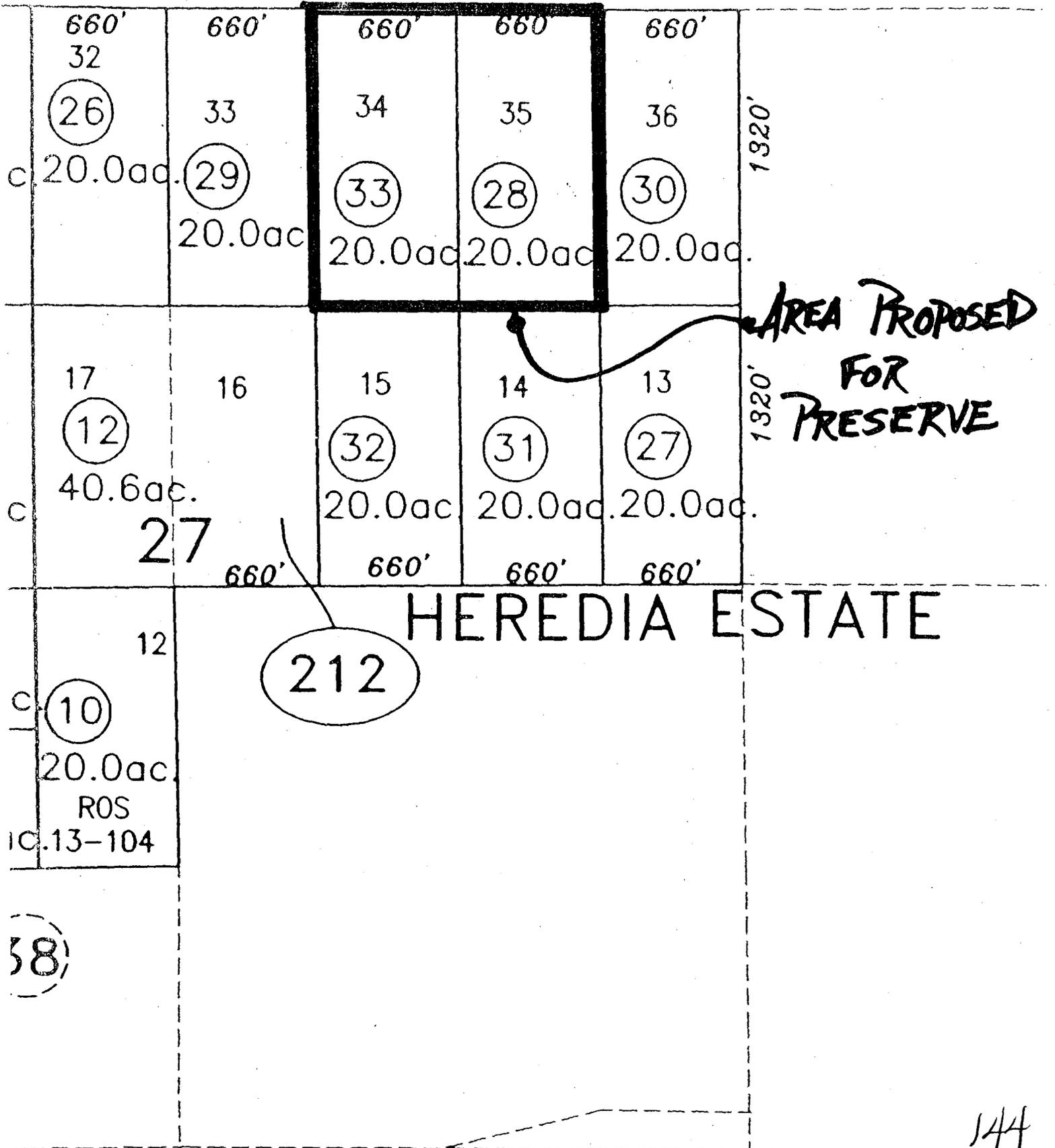
NO

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PLAT MAP

T.13N., R.7E.,



HIDDEN FALLS RANCH & VINEYARD

STEVEN H. HARNAGEL, DVM

PAMELA L. HARNAGEL

1321 Oak Creek Court
El Dorado Hills, CA 95762-3800
916-933-5595/ fax: 916-933-3304
www.hiddenfallsranch.net
harnagel@pacbell.net

← mailing address

RECEIVED

March 7, 2007

MAR 07 2007

CLERK OF THE BOARD OF SUPERVISORS

Bruce Kranz
Supervisor, District 5
175 Fulweiler Avenue
Auburn, CA 95603

Dear Supervisor Kranz:

To introduce ourselves, we are the applicants for a Williamson Act contract that was initially considered at the Board of Supervisors meeting on December 19, 2006. A final decision was deferred at that time pending the Williamson Act Workshop, with final consideration scheduled for the BOS meeting of March 20, 2007.

We found the Workshop to be a very educational meeting and would like to thank the Planning Department and those individuals involved for putting together a very worthwhile presentation. The Workshop validated our feelings that our application for Williamson Act consideration meets very well the criteria established by both Placer County and the State Department of Conservation for Williamson Act contracts.

Our intent is to have a productive and income producing property. We have made a substantial investment in our vineyard and infrastructure and we are very serious and passionate about making this a successful farm. We are, granted, a small scale agricultural operation, however, as the Workshop demonstrated, the trend for Placer County is away from large scale farm operations (giving way to West Placer County urbanization) and towards smaller farms entities (largely in Central Placer County). We believe that supporting future agriculture in Placer County means supporting and encouraging smaller farms and ranches. The existence of Placer Grown and the Farmers Markets are good examples of the fruits of such small scale agriculture.

Perhaps the best way to get a feel for our operation is to see it in person. We would very much like to invite you, and all the supervisors, to visit our vineyard and ranch. We will make ourselves available at any time, realizing your busy schedules and that the opportunity remaining before the BOS meeting is limited. If you could please have your aide contact us with any day and time that is convenient, we will be there to accommodate you.

Thank you very much for your time and consideration. We hope that you may find the time in your busy schedule to visit our operation.

Sincerely,

Steve Harnagel
Pamela Harnagel

Steve & Pam Harnagel
Hidden Falls Ranch & Vineyard
6975 Heredia Court
Auburn, CA 95602
530-823-5598

← property address

HAND DELIVERED

RECEIVED			
BOARD OF SUPERVISORS			
5 BOS Rec'd _____	MB _____	DW _____	
Other _____	TS _____	COB _____	
MAR - 7 2007			
Sup D1 _____	Sup D4 _____	Aide D1 _____	Aide D4 _____
Sup D2 _____	Sup D5 _____	Aide D2 _____	Aide D5 _____
Sup D3 _____		Aide D3 _____	↑ _____

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