



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson, AICP
Planning Director

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Planning Director

DATE: December 11, 2007

**SUBJECT: REQUEST TO APPROVE AN OPEN SPACE PRESERVE
CONTRACT/FARMLAND SECURITY ZONE CONTRACT
(A.K.A. SUPER WILLIAMSON ACT) FOR THE LIBERTY
RANCH BIG HILL PRESERVE
PAGP 20070687/FSZ 8**

ACTION REQUESTED:

The Board of Supervisors is being asked to approve an Open Space Preserve Contract (Farmland Security Zone Contract) for the Liberty Ranch Big Hill Preserve.

BACKGROUND/ANALYSIS:

The Liberty Ranch Big Hill Preserve is a 321-acre property located one mile southwest of the intersection of Lone Star Road and Country Club Lane, southwest of the Auburn Valley Country Club, in the northwest Auburn area. The property is located between the watersheds of the Bear River to the north, Coon Creek to the south, and includes a significant portion of the largest unfragmented Blue Oak Woodland in Placer County. This area of Placer County is recognized as one of the most valuable wildlife habitat areas, and is currently the subject of manifold conservation efforts to preserve significant portions of the area for the continued benefit of fish, wildlife, and agriculture, and to preserve its scenic and recreational values for current and future generations of Placer County residents.

The Placer Land Trust purchased a perpetual Conservation Easement over 313-acres of this property in September 2007, hereafter referred to as the Preserve. The Preserve includes a Management Plan which permits for continued agricultural activities on the property that do not have the potential to impair the unique floristic or wildlife values of the Preserve. In general, agricultural activities are limited to dry land grazing for a limited number of cattle. The property currently grazes an estimated 40 head of cattle year round, and produces an estimated gross annual income of \$6,500.00.

An eight-acre portion of the property is not included in the Preserve, and may be established as a rural residential home site. The exact location of the home site has not yet been determined.

Secondary and ancillary goals of the Placer Land Trust include development of a public, non-motorized recreational trail on the Preserve, including potential trail linkages to other permanently

preserved lands and/or public lands. A 15-foot trail easement, which crosses over a portion of the property, has been secured by Placer County.

Open Space Preserve Eligibility Requirements

Open Space Preserve Contracts may be approved for properties that the Placer County General Plan classifies as desirable open space, lands classified as environmentally sensitive, and lands that have significant scenic and/or recreational value, including lands that the Board of Supervisors has determined to be of high value to the current and future residents of Placer County. The minimum preserve area must be at least twice the minimum lot area required by the applicable zone district for proposed subdivisions. Requests for approval of Open Space Preserve Contracts need not meet the County's \$4,500.00 minimum annual income requirement for standard Williamson Act Contracts qualifying on the basis of an agricultural use.

Farmland Security Zone Contract Eligibility Requirements (Super Williamson Act)

Farmland Security Zone Contracts may be approved for properties that meet Placer County's minimum criteria to enter into a Williamson Act Contract, including Open Space Preserve Contract's. The land must be designated as prime farmland, farmland of statewide importance, unique farmland, or farmland of local importance, as shown on the Important Farmland Series Maps prepared by the California Department of Conservation. The minimum initial term a Farmland Security Zone Contract is 20 years. Land restricted by a Farmland Security Zone Contract receives an additional property tax reduction, which is equal to 65 percent of its Williamson Act valuation. The Liberty Ranch Big Hill Preserve property is mapped as farmland of local importance, and therefore qualifies for a Farmland Security Zone Contract.

Agricultural Commission Hearing on Proposed Open Space Preserve

The Placer County Farm Advisor, Placer County Agricultural Commissioner, and the Placer County Planning Department evaluated the proposed creation of this Open Space Preserve/Farmland Security Zone Contract, and presented their findings to the Agricultural Commission at its October 29, 2007 meeting. The Commission found the requested contract is consistent with the Placer County General Plan, the requirements of the California Land Conservation Act, and the requirements of Section 6.80 of the Placer County Administrative Rules for Williamson Act Lands, which pertains to requirements for approval of Open Space Preserve Contracts. The Agricultural Commission adopted a unanimous motion to recommend that the Board of Supervisors approve the Open Space Preserve Contract/Farmland Security Zone Contract (7:0). The Agricultural Commission did not have additional concerns or comments for consideration by the Board of Supervisors.

General Plan Consistency

The proposed creation of an Open Space Preserve Contract for the Liberty Ranch Big Hill Preserve is consistent with goals and policies of the Placer County General Plan, which encourage the preservation and maintenance of open space and natural areas that contain significant ecological, scenic, and recreational values.

Fiscal Impact

The Assessor's Office has determined that enrolling this property into the Williamson Act program would result in lowering the property's assessed value from \$1,305,500.00 to \$62,522.00, which would result in reduced property tax revenues.

Conclusion

Staff has attached one contract and one resolution that, when executed, will create Open Space Preserve PAGP 20070687. The resultant contract reflects the property owner's application submittal and is consistent with provisions of the California Land Conservation Act and Placer County requirements for enrollment of property into its Williamson Act program. Staff has prepared findings of fact for approval of the Open Space Preserve, and for a categorical exemption from CEQA.

RECOMMENDATION:

Staff recommends that the Board take the following action:

1. Make a finding that the creation of Open Space Preserve PAGP 20070687 is consistent with the Placer County General Plan.
2. Make a finding that the creation of Open Space Preserve PAGP 20070687 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.
3. Approve the findings in support of the determination that creation of this Open Space Preserve 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 Open Space Preserve PAGP 20070687.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

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

ATTACHMENTS:

- | | |
|------------|--|
| Exhibit 1: | Findings in support of contract approval |
| Exhibit 2: | Resolution and Contract creating PAGP 20070687 |

Exhibit 3: Agricultural Commissioner's Memo dated November 9, 2007
Exhibit 4: Assessor's Memo dated November 8, 2007
Exhibit 5: Vicinity Map
Exhibit 6: Plat Map
Exhibit 7: Aerial exhibit

cc: Christine Turner, Agricultural Commissioner
Cindy Fake, U.C. Farm Advisor
County Assessor
Loren Clark, Director Natural Resources and Special Projects
Jeff Darlington, Placer Land Trust
Kathleen Lyon, Aronowitz & Skidmore, Inc.
Robert and Denise Freiheit, Property Owner

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EXHIBIT 1

FINDINGS OF FACT: PAGP 20070687

CEQA

The Board of Supervisors of the County of Placer finds that establishment of Open Space 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. Creation of Open Space Preserve PAGP 20070687 - Farmland Security Zone 8 is consistent with the goals and policies of the Placer County General Plan because this action will result in the preservation of open space land found to contain significant ecological, scenic, and recreational resource values.
2. Creation of Open Space Preserve PAGP 20070687 - Farmland Security Zone 8 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.

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

**In the matter of: A RESOLUTION CREATING
OPEN SPACE PRESERVE PAGP-
20070687/FARMLAND SECURITY ZONE 8**

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., and the findings of fact contained in Exhibit 1, an Open Space Preserve and Farmland Security Zone is hereby created on that real property described in the Land Conservation Agreement attached hereto, including Exhibit A to that contract, all of which are incorporated herein by reference, and illustrated on the map attached as Exhibit 6.

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 - PAGP-20070687
FARMLAND SECURITY ZONE 8

THIS AGREEMENT, made and entered into this 27th day of November, 2007, by and between ROBERT AND DENISE FREIHEIT, TRUSTEES OF THE FREEDOM TRUST, 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 open space uses, and which is located within an Open Space Preserve and Farmland Security Zone previously established; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to open space uses, including compatible agricultural and recreational uses that do not conflict with the perpetual maintenance of the property as open space, 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 as open space 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 open space 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 preservation of open space and for the production of plant and animal products for commercial purposes, such that said compatible agricultural uses do not conflict with the perpetual maintenance of the property as open space. Use of the property may include public access through and over a public trail easement secured by Placer County.

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 twenty (20) 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 (20) 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 nineteen (19) 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.
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, 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.

OWNERS: _____

(Attach Acknowledgement
for each signature)

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")

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:

THE EAST HALF OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 7 EAST,
M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARIES OF PARCEL MAP NO. 72107 FILED FOR RECORD MARCH 21, 1977, IN BOOK 9 OF PARCEL MAPS, AT PAGE 152.

APN: 026-061-013-510 AND 026-061-013-520

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS AS DISCLOSED IN GRANT DEED RECORDED MARCH 24, 1995, INSTRUMENT NO. 95-014536 RECORDS OF PLACER COUNTY.

RECEIVED
SEP 26 2007
CDRA



**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

November 9, 2007

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

**SUBJECT: Proposed Open Space Preserve Contract – Liberty Ranch Big Hill Preserve,
PAGP 20070687 (New Contract)**

During the Agricultural Commission's October 29, 2007 meeting, the Commission voted unanimously, 7 – 0 (one member absent and one vacancy), to recommend the Board of Supervisors approve an Open Space Preserve Contract (a.k.a. "Super Williamson Act Contract) for Liberty Ranch Big Hill Preserve, PAGP 20070687 (New Contract) of 321 acres of dry land grazing and blue oak woodlands located one mile southwest to the intersection of Lone Star Road and Country Club Lane, southwest of the Auburn Valley Country Club, in the northwest Auburn area. The new contract would consist of a single parcel: APN 026-061-013-510 for a total of 321 acres.

The property is located between the watersheds of the Bear River to the north, Coon Creek to the south, and includes a significant portion of the largest unfragmented Blue Oak Woodland in Placer County. This area is recognized as one of the most valuable wildlife habitat areas in the County. The Preserve includes a Management Plan, which allows continued agricultural activities on the property consistent with preserving the unique flora and fauna values of the property, generally limited to dry land cattle grazing.

cc: Planning Department
Agricultural Commission

"If you eat food and wear clothes, you ARE involved in agriculture." -- CA Women for Agriculture



OFFICE OF PLACER COUNTY ASSESSOR

Bruce Dear, Assessor

Tahoe Office
PO Box 477
505 West Lake Blvd.
Tahoe City, CA 96145-0477

Auburn Main Office
2980 Richardson Drive
Auburn, CA 95603-2640
Telephone (530) 889-4300
FAX (530) 889-4305
E-mail: assessor@placer.ca.gov

www.placer.ca.gov/assessor

November 8, 2007

Ms. Christine Turner
Agricultural Commissioner
11477 E Avenue
Auburn, CA 95603

RE: Proposed Open Space Preserve – PAGP20070687
Liberty Ranch Big Hill Preserve
APN 026-061-013-510 & 026-061-013-520

Dear Ms. Turner:

Pursuant to Section 6.30.B.3.b of the Placer County Administrative Rules For Agricultural and Open Space Preserves, the proposed open space preserve, PAGP20070687, would result in lowering the total assessed value for 2007 for the above mentioned parcels from \$1,305,500 to \$62,522 based on the stated usage in the proposed amendment of the 321.7 acre parcel as follows:

321.7 acres dry grazing = \$62,522

Sincerely,

BRUCE DEAR
PLACER COUNTY ASSESSOR

Chris Bullis
Senior Appraiser

BMD/CSB/par

cc: Bruce Dear, Assessor
Kristen Spears, Assistant Assessor
Alexander Fisch, Associate Planner

7E., M.D.B.&M.

Flower County GP

West

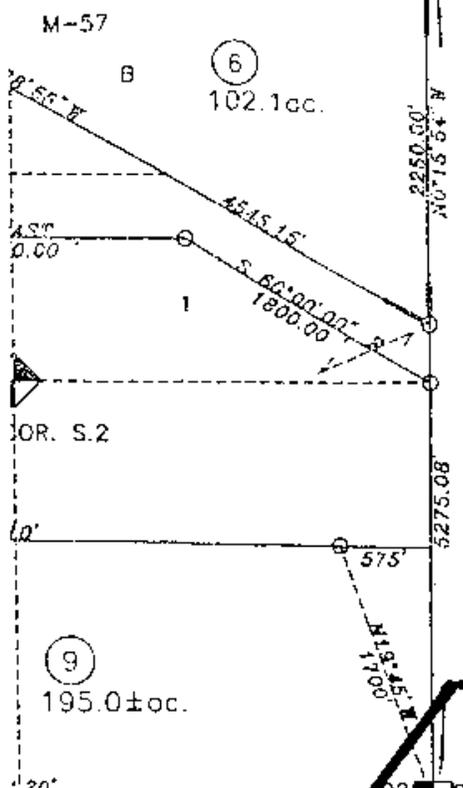
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19°40'43"E 3951.98' 02L 201

Auburn Valley Subd. Unit No.2, M.O.R. Bk.M, Pg.57
 Survey M.O.R. Bk.15, Pg.21
 Survey M.O.R. Bk. 10, Pg. 127, 1250
 Parcel M.O.R. Bk. 16, Pg. 69, 73280
 Survey M.O.R. Bk. 6, Pg. 126
 Survey M.O.R. Bk. 10, Pg. 34, 1139

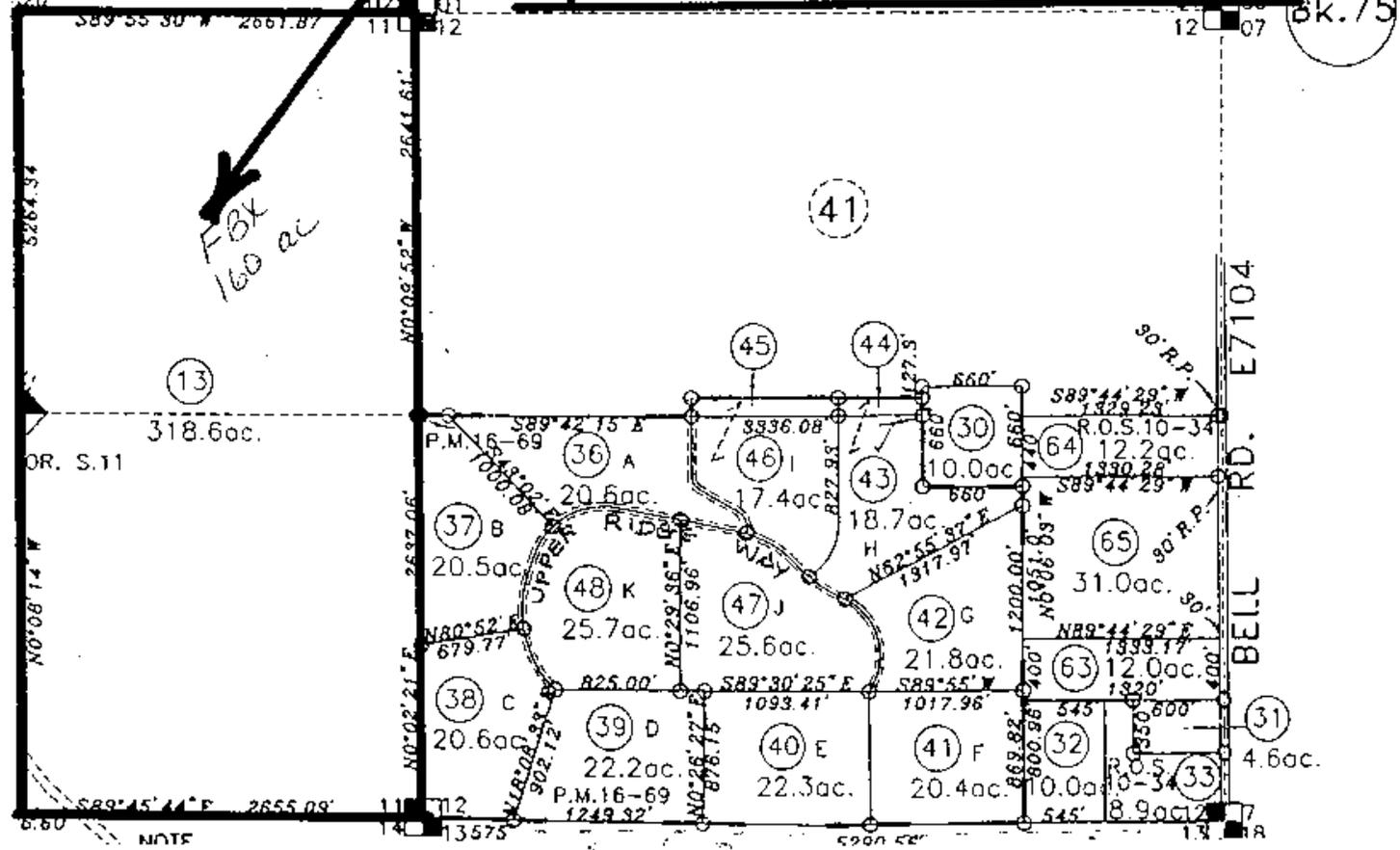
7C
216

1" = 1200'



**PROPOSED
OPEN SPACE PRESERVE**

FBX
160 ac



PLAT MAP

58

EXHIBIT 6

