



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: April 29, 2008

SUBJECT: REQUEST TO APPROVE AMENDED BOUNDARIES FOR AGRICULTURAL PRESERVE 511 AND AGRICULTURAL PRESERVE 512 TO FACILITATE A MINOR BOUNDARY RESOLUTION - JOHN WILSON (PAGP 20080018)

ACTION REQUESTED:

The Board of Supervisors is being asked to approve resolutions to amend the boundaries of Agricultural Preserve 511 and Agricultural Preserve 512, and to rescind the contract for each Preserve in favor of execution of amended contracts reflecting revised Preserve boundaries. Approval of this request would allow the Parcel Review Committee to approve a Minor Boundary Line Adjustment between the Preserves, for which the applicant has made a concurrent application request. No contracted land would be taken out of contract.

BACKGROUND:

Project Description

The boundary line adjustment would result in the transfer of 20 acres of land from the Alltucker Preserve to the Wilson Preserve in order to accommodate the distribution of family assets. The Alltucker Agricultural Preserve is located on the south side of Fruitvale Road and comprises 192 acres. The Wilson Agricultural Preserve is located on the north side of Fruitvale Road and comprises 70 acres. Each Preserve would be amended to 172 acres and 90 acres, respectively. No new parcels would be created.

ANALYSIS:

Consistency with the California Land Conservation Act

Placer County Administrative Rules for Williamson Act Lands require that boundary line adjustments for contracted lands that would result in a reduction in area of any parcel subject to a land conservation contract shall not be approved unless the reduced area would maintain the minimum parcel size required by zoning **and** would not reduce the parcel size below the minimum area required to qualify as an Agricultural Preserve, which is 40 acres in the case of non-prime agricultural lands such as these. The applicants would also be required to execute new contracts for each Preserve with an unexpired ten year term.

Staff has determined that the requested amendments are consistent with these requirements because the parcel enrolled in Agricultural Preserve 512 would be reduced from 192 acres to 172 acres, because Agricultural Preserve 511 would be enlarged from 70 acres to 90 acres, and because the applicants have agreed to execute amended contracts with an unexpired ten-year term.

Agricultural Commission Hearing on Proposed Agricultural Preserve

On March 10, 2008, Planning staff presented information on the requested amendments to the Agricultural Commission. The Agricultural Commission concurred with staff's analysis of the request and unanimously approved a motion (8 to 0 with Commissioner Beard absent) to recommend that the Board of Supervisors approve the requested Preserve and contract amendments.

General Plan Consistency

The proposed amendments to Agricultural Preserve 511 and Agricultural Preserve 512 are consistent with goals and policies of the of the Placer County General Plan because agricultural land would not be removed from agricultural production, the total area of land enrolled in the Williamson Act would not be reduced, and neither property would be reduced below County zoning requirements or minimum Preserve area requirements of the California Land Conservation Act.

Fiscal Impact

The Assessor's Office has determined that this proposal would have no net fiscal impact.

CONCLUSION

Staff has attached two contracts and two resolutions that, if executed, would rescind contracts for Agricultural Preserve APG-511 and Agricultural Preserve APG-512 in favor of approval of revised boundaries for each Preserve and execution of amended contracts. The resultant contracts reflect the property owner's application submittal and have been determined by the Agricultural Commission to be consistent with the provisions of the California Land Conservation Act and Placer County requirements for amendment of contracts enrolled in the County's Williamson Act Program. Staff has prepared Findings of Fact for approval of amendments to the Agricultural Preserves, execution of amended contracts for each Preserve, and for a Categorical Exemption from CEQA.

RECOMMENDATION:

Staff recommends that the Board take the following action:

1. Adopt the Finding in Support of the determination that rescission of contracts for Agricultural Preserve 511 and Agricultural Preserve 512 in order to amend the boundaries of each Preserve and execute amended contracts is Categorically Exempt from environmental review pursuant to Section 15317 of the California Environmental Quality Act and Class 17, Section 18.36.190 of the Placer County Environmental Review Ordinance (Open space contracts or easements).

2. Find that the amendment of Agricultural Preserve 511 and Agricultural Preserve 512 is consistent with the Placer County General Plan.
3. Find that the amendment of Agricultural Preserve 511 and Agricultural Preserve 512 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.
4. Approve and authorize the Chair to sign the attached resolutions to rescind contracts for Agricultural Preserve 511 and Agricultural Preserve 512 and execute the attached amended contracts for each Preserve.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

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

ATTACHMENTS:

- | | |
|------------|--|
| Exhibit 1: | Finding in Support of Categorical Exemption from CEQA and Findings of Fact in Support of rescission of contracts for Agricultural Preserve 511 and Agricultural Preserve 512, amendment of the boundaries of each Preserve, and execution of new contracts |
| Exhibit 2: | Resolution and Contract amending AGP 511 |
| Exhibit 3: | Resolution and Contract amending AGP 512 |
| Exhibit 4: | Agricultural Commissioner's Memo dated March 19, 2008 |
| Exhibit 5: | Vicinity Map |
| Exhibit 6: | Exhibit of Resultant Parcels |

cc: Christine Turner, Agricultural Commissioner
Bruce Dear, County Assessor
Loren Clark, Director of Natural Resources and Special Projects
John Wilson, Property Owner
David and Catherine Alltucker, Property Owner

EXHIBIT 1

FINDINGS OF FACT: PAGP 20080018 (AGP-511 and AGP-512)

CEQA

1. The Board of Supervisors of the County of Placer finds that that rescission of contracts for Agricultural Preserve 511 and Agricultural Preserve 512 in order to amend the boundaries of each Preserve and execute amended contracts 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). There is no exception to this finding.

Agricultural Preserve

1. Rescission of contracts for Agricultural Preserve 511 and Agricultural Preserve 512 in order to amend the boundaries of each Preserve and execute amended contracts is consistent with the goals and policies of the Placer County General Plan because agricultural land would not be removed from agricultural production, the total area of land enrolled in the Williamson Act would not be reduced, and neither property would be reduced below County zoning requirements or minimum Preserve area requirements of the California Land Conservation Act.
2. Rescission of contracts for Agricultural Preserve 511 and Agricultural Preserve 512 in order to amend the boundaries of each Preserve and execute amended contracts is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands because each Preserve would be required to execute an amended contract with an unexpired ten year term, because there is no net decrease in the amount of acreage restricted, because each of the amended contract areas will be large enough to sustain their agricultural use, because the boundary adjustment will not compromise long-term agricultural productivity, because the boundary adjustment will not result in the removal of adjacent lands from agricultural use, and because the boundary adjustment will not create a greater number of developable parcels.

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

In the matter of:
A RESOLUTION AMENDING
AGRICULTURAL PRESERVE AGP-511

Resolution No.: _____
FIRST READING: _____

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.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

Ann Holman

Jim Holmes

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

WHEREAS, pursuant to the provisions of Government Code Section 51200, et seq., the boundaries of Agricultural Preserve 511 are hereby amended, and the contract for Agricultural Preserve 511 is hereby rescinded in favor of execution of an amended contract 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.

NOW, THEREFORE, be it 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 - AGP 511 (AMENDED)

THIS AGREEMENT, made and entered into this 29th day of April, 2008, by and between JOHN WILSON, hereinafter called "OWNER" and the COUNTY OF PLACER, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, OWNER possesses certain real property, located within Placer County, as described and shown in Exhibit "A", attached hereto, which is devoted to the production of agricultural commodities for commercial purposes, and which is located within an Agricultural Preserve previously established; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural purposes in order to discourage premature and unnecessary conversion of such land to urban use, recognizing that such land has substantial public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY, and both parties having determined that the highest and best use of such land, during the life of this contract, is for agricultural purposes.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein, and the substantial public benefits to be derived therefrom, do agree as follows:

1. Authority: This Agreement is made under authority of the Land Conservation Act of 1965, Government Code Section 51200 et seq. (The Act). This Agreement amends and supersedes prior Contract AGP 512, entered into on December 10, 1990, to include amended Preserve boundaries as shown in Exhibit "A", attached hereto and made a part of this record.
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, 2009, 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.

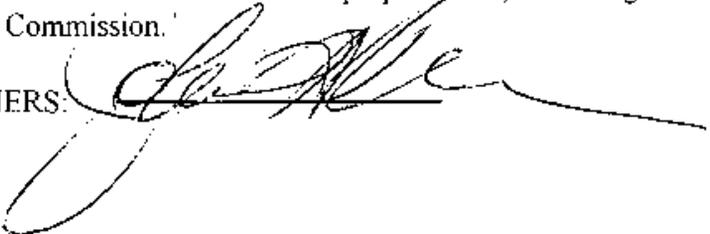
- 7. Amendment: It is the intention of the parties hereto that this Agreement will not be amended, except on a clear showing, to the COUNTY'S exclusive judgment and

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.

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: _____
Clerk of the Board

(Attach EXHIBIT "A")

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of *PLACER*)

On *4-09-08* before me, RON BARRINGER, Notary Public, personally appeared *John Wilson*, 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 *Ron Barringer* (Seal)



September 19, 2007

RECEIVED
JAN 13 2008
COURT

JOHN WILSON
RESULTANT PARCEL

TENTATIVE LEGAL DESCRIPTIONS AND
MAP EXHIBIT FOR PROPOSED
RESULTANT PARCELS

Parcel One

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Southwest corner of said Section 5 and running thence along the West line thereof North $1^{\circ}09'52''$ East 26.14 feet to a point on the centerline of Fruitvale Road, a county road; thence along said centerline on the following three (3) consecutive courses: (1) along the arc of a curve to the left having a radius of 600 feet, a central angle of $8^{\circ}09'31''$ and a chord of North $67^{\circ}53'43''$ East 85.35 feet to a point of reverse curvature, (2) along the arc of a curve to the right having a radius of 500 feet, a central angle of $22^{\circ}55'32''$ and a chord of North $75^{\circ}16'44''$ East 198.73 feet and (3) North $86^{\circ}44'30''$ East 657.08 feet; thence, leaving said centerline, South $1^{\circ}32'$ West 115.26 feet to a point on the South line of the aforementioned Section 5; thence along said South line South $88^{\circ}05'15''$ West 925.28 feet to the point of beginning.

Parcel Two

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

Parcel Three

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

All that portion of the West half of the Southwest quarter of said Section 5 lying Northerly of Fruitvale Road excepting the following described parcel: Beginning at a point on the West line of said Section 5 from which the Southwest corner thereof bears South $1^{\circ}09'52''$ West 110.00 feet; thence along said section line North $1^{\circ}09'52''$ East 396.00 feet; thence, parallel with the South line of said Section 5 North $88^{\circ}05'15''$ East 550.00 feet; thence, parallel with the West line of said Section 5 South $1^{\circ}09'52''$ West 396.00 feet; thence, parallel with the South line of said Section 5 South $88^{\circ}05'15''$ West 550.00 feet to the point of beginning.

September 19, 2007

WILSON FAMILY TRUST TO JOHN WILSON
TRANSFER PARCEL

Parcel One

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Southwest corner of said Section 5 and running thence along the West line thereof North $1^{\circ}09'52''$ East 26.14 feet to a point on the centerline of Fruitvale Road, a county road; thence along said centerline on the following three (3) consecutive courses: (1) along the arc of a curve to the left having a radius of 600 feet, a central angle of $8^{\circ}09'31''$ and a chord of North $67^{\circ}53'43''$ East 85.35 feet to a point of reverse curvature, (2) along the arc of a curve to the right having a radius of 500 feet, a central angle of $22^{\circ}55'32''$ and a chord of North $75^{\circ}16'44''$ East 198.73 feet and (3) North $86^{\circ}44'30''$ East 657.08 feet; thence, leaving said centerline, South $1^{\circ}32'$ West 115.26 feet to a point on the South line of the aforementioned Section 5; thence along said South line South $88^{\circ}05'15''$ West 925.28 feet to the point of beginning.

Parcel Two

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

Geil Engineering Inc
1226 High Street • Auburn, CA 95603-5015
Phone (530) 885-0426 Fax (530) 823-1309

September 19, 2007

WILSON FAMILY TRUST
RESULTANT PARCEL

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

The North half of the Northeast quarter of said Section 7 and the Northwest quarter of said Section 8, excepting the Southerly 550 feet thereof.

Excepting therefrom the following described parcel:

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

JOHN WILSON
RESULTANT

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WILSON FAMILY TRUST RESULTANT

EXHIBIT B-1
RESULTANT PARCELS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF
PLACER, STATE OF CALIFORNIA, BEING A PORTION OF
SECTIONS 5, 7, & 8, TOWNSHIP 12 NORTH, RANGE 7 EAST,
M.D.B. & M.

PLACER COUNTY, CALIFORNIA

SCALE 1" = 1000'

AUGUST, 2007

SHEET 3 OF 3

GEIL ENGINEERING

1226 HIGH STREET
ALBURN, CALIFORNIA 95603
(530) 255-0425



18

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

In the matter of:
A RESOLUTION AMENDING
AGRICULTURAL PRESERVE AGP-512

Resolution No.: _____
FIRST READING: _____

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.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

Ann Holman

Jim Holmes

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

WHEREAS, pursuant to the provisions of Government Code Section 51200, et seq., the boundaries of Agricultural Preserve 512 are hereby amended, and the contract for Agricultural Preserve 512 is hereby rescinded in favor of execution of an amended contract 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.

NOW, THEREFORE, be it 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 - AGP 512 (AMENDED)

THIS AGREEMENT, made and entered into this 29th day of April, 2008, by and between CATHERINE ALLTUCKER, DAVID ALLTUCKER, CHARLES WILSON, VALERIE WILSON, BRUCE WILSON, PATRICIA WILSON, ALICE NICHOLLS, AND NORM NICHOLLS, hereinafter called "OWNER" and the COUNTY OF PLACER, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, OWNER possesses certain real property, located within Placer County, as described and shown in Exhibit "A", attached hereto, which is devoted to the production of agricultural commodities for commercial purposes, and which is located within an Agricultural Preserve previously established; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural purposes in order to discourage premature and unnecessary conversion of such land to urban use, recognizing that such land has substantial public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY, and both parties having determined that the highest and best use of such land, during the life of this contract, is for agricultural purposes.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein, and the substantial public benefits to be derived therefrom, do agree as follows:

1. Authority: This Agreement is made under authority of the Land Conservation Act of 1965, Government Code Section 51200 et seq. (The Act). This Agreement amends and supersedes prior Contract AGP 512, entered into on December 10, 1990, to include amended Preserve boundaries as shown in Exhibit "A", attached hereto and made a part of this record.
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, 2009, 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.

OWNERS:

Charles B. Wilson
Charles B. Wilson
Valerie D. Wilson
Valerie D. Wilson

(Attach Acknowledgement
for each signature)

COUNTY OF PLACER

By: _____
Chairman, Board of Supervisors

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: *[Signature]* 3/28/08
[Signature] 3/28/08

(Attach Acknowledgement for each signature)

COUNTY OF PLACER

By: _____
Chairman, Board of Supervisors

CERTIFICATION

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: _____

Bruce Wilson
Patricia A. Wilson

(Attach Acknowledgement for each signature)

COUNTY OF PLACER

By: _____
Chairman, Board of Supervisors

CERTIFICATION

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:

Oliver W. Beckwith
Norman B. Middle

(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: _____
Clerk of the Board

(Attach EXHIBIT "A")

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Sacramento }
 On 3/28/08 before me, Chay Her, Notary Public
Date Here insert Name and Title of the Officer
 personally appeared Catherine E. Allicker
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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 - AGP 512 (Amended)
 Document Date: 3/23/08 Number of Pages: 6 pgs
 Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here 	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 3/28/08 before me, Chay Her, Notary Public

personally appeared David Spencer Alltucker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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] Signature of Notary Public

Place Notary Seal Above

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 - AGP 512 (Amended)

Document Date: 3/28/08 Number of Pages: 6 pg's

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SUTTER

On 4/4/08 before me, R.P. SINGH - NOTARY PUBLIC

personally appeared CHARLES B. WILSON AND VALERIE D. WILSON

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.



Place Notary Seal Above

Signature R.P. Singh

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 - AGP 512

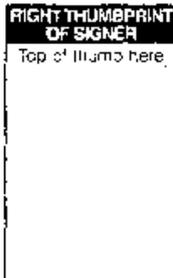
Document Date: 4/4/08 Number of Pages: SIX

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

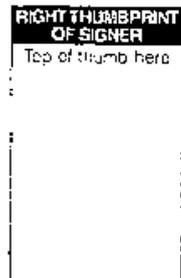
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT [RCW 42.44.100]

State of Washington }
County of Spokane } ss.

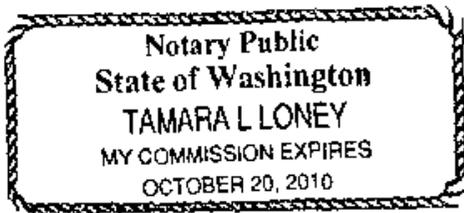
I certify that I know or have satisfactory evidence that Beuse Wilson
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/4/08
Month:Day:Year

Tamara L Loney
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")



Place Notary Seal Above

My appointment expires 10/20/10
Month:Day:Year of Appointment Expiration

OPTIONAL

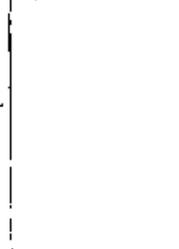
Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Land Conservation Easement
Document Date: _____ Number of Pages: 6
Signer(s) Other Than Named Above: Patricia Wilson

Right Thumbprint of Signer

Top of thumb here



WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington }
County of SPOKANE } ss.

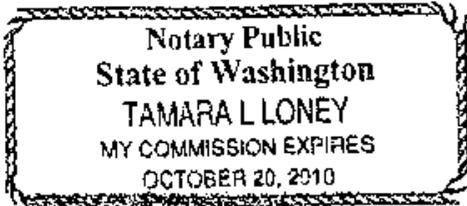
I certify that I know or have satisfactory evidence that Patricia Wilson
Name of Signer

is the person who appeared before me, and said person acknowledged that he (she) signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/4/08
Month/Day/Year

Tamara L Loney
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")



Place Notary Seal Above

My appointment expires 10/20/10
Month/Day/Year of Appointment Expiration

OPTIONAL

Although the information in this section 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

Document Date: _____ Number of Pages: 6

Signer(s) Other Than Named Above: Bruce Wilson

Right Thumbprint of Signer
Top of thumb here

California All-Purpose Acknowledgement

State of California

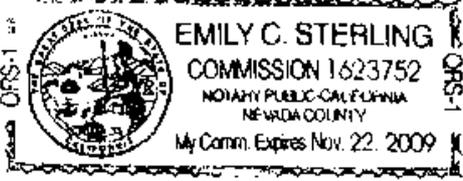
County of Nevada } ss.

On 4/2/08 before me, Emily C Sterling, Notary Public

personally appeared Alice W. Nicholls

Personally known to me -OR-

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 she/he/they executed the same in her/his/their authorized capacity(ies) and that by her/his/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.

Emily C Sterling, Notary Public

Place Notary Seal and/or Any Stamp above

Optional Information

Law does not require the information below. This information could be of great value to any person/persons relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s).

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT Land Conservation Agreement
DATE OF DOCUMENT NUMBER OF PAGES
SIGNER(S) IF DIFFERENT THAN ABOVE N/A
OTHER INFORMATION

CAPACITY CLAIMED BY SIGNER (S)

SIGNER(S) NAME(S)
INDIVIDUAL
CORPORATE OFFICER
PARTNER(S)
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

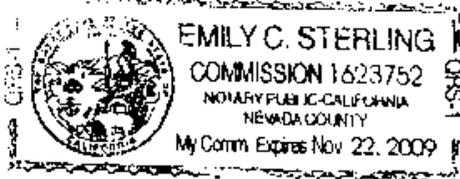
California All-Purpose Acknowledgement

State of California

County of Nevada } ss.

On 4/2/2008 before me, Emily C Sterling, Notary Public
(Date) Name, Title/Capacity, Notary Public
personally appeared Norman B Nicholls
Name of Signer(s)

Personally known to me
-OR-



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 she/he/they executed the same in her/his/their authorized capacity(ies) and that by her/his/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.

Emily C Sterling, Notary Public
Signature of Notary Public

Place Notary Seal and/or Any Stamp above

Optional Information

Law does not require the information below. This information could be of great value to any person/persons relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s).

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT Land Conservation Agreement
DATE OF DOCUMENT _____ NUMBER OF PAGES _____
SIGNER(S) IF DIFFERENT THAN ABOVE N/A
OTHER INFORMATION _____

CAPACITY CLAIMED BY SIGNER (S)

SIGNER(S) NAME(S) _____
 INDIVIDUAL
 CORPORATE OFFICER

Title(s)
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES) _____

September 19, 2007

RECEIVED
MAY 15 2008

JOHN WILSON
RESULTANT PARCEL

TENTATIVE LEGAL DESCRIPTIONS AND
MAP EXHIBIT FOR PROPOSED
RESULTANT PARCELS

Parcel One

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Southwest corner of said Section 5 and running thence along the West line thereof North $1^{\circ}09'52''$ East 26.14 feet to a point on the centerline of Fruitvale Road, a county road; thence along said centerline on the following three (3) consecutive courses: (1) along the arc of a curve to the left having a radius of 600 feet, a central angle of $8^{\circ}09'31''$ and a chord of North $67^{\circ}53'43''$ East 85.35 feet to a point of reverse curvature, (2) along the arc of a curve to the right having a radius of 500 feet, a central angle of $22^{\circ}55'32''$ and a chord of North $75^{\circ}16'44''$ East 198.73 feet and (3) North $86^{\circ}44'30''$ East 657.08 feet; thence, leaving said centerline, South $1^{\circ}32'$ West 115.26 feet to a point on the South line of the aforementioned Section 5; thence along said South line South $88^{\circ}05'15''$ West 925.28 feet to the point of beginning.

Parcel Two

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

Parcel Three

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

All that portion of the West half of the Southwest quarter of said Section 5 lying Northerly of Fruitvale Road excepting the following described parcel: Beginning at a point on the West line of said Section 5 from which the Southwest corner thereof bears South $1^{\circ}09'52''$ West 110.00 feet; thence along said section line North $1^{\circ}09'52''$ East 396.00 feet; thence, parallel with the South line of said Section 5 North $88^{\circ}05'15''$ East 550.00 feet; thence, parallel with the West line of said Section 5 South $1^{\circ}09'52''$ West 396.00 feet; thence, parallel with the South line of said Section 5 South $88^{\circ}05'15''$ West 550.00 feet to the point of beginning.

Geil Engineering Inc
1226 High Street - Auburn, CA 95603-5015
Phone (530) 885-0426 Fax (530) 823-1309

September 19, 2007

WILSON FAMILY TRUST TO JOHN WILSON
TRANSFER PARCEL

Parcel One

A portion of the Southwest quarter of Section 5, Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Southwest corner of said Section 5 and running thence along the West line thereof North $1^{\circ}09'52''$ East 26.14 feet to a point on the centerline of Fruitvale Road, a county road; thence along said centerline on the following three (3) consecutive courses: (1) along the arc of a curve to the left having a radius of 600 feet, a central angle of $8^{\circ}09'31''$ and a chord of North $67^{\circ}53'43''$ East 85.35 feet to a point of reverse curvature, (2) along the arc of a curve to the right having a radius of 500 feet, a central angle of $22^{\circ}55'32''$ and a chord of North $75^{\circ}16'44''$ East 198.73 feet and (3) North $86^{\circ}44'30''$ East 657.08 feet; thence, leaving said centerline, South $1^{\circ}32'$ West 115.26 feet to a point on the South line of the aforementioned Section 5; thence along said South line South $88^{\circ}05'15''$ West 925.28 feet to the point of beginning.

Parcel Two

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

Geil Engineering Inc
1226 High Street • Auburn, CA 95603-5015
Phone (530) 885-0426 Fax (530) 823-1309

September 19, 2007

WILSON FAMILY TRUST
RESULTANT PARCEL

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

The North half of the Northeast quarter of said Section 7 and the Northwest quarter of said Section 8, excepting the Southerly 550 feet thereof.

Excepting therefrom the following described parcel:

A portion of the Northwest quarter of Section 8, and a portion of the Northeast quarter of Section 7, all in Township 12 North, Range 7 East, M.D.M., in the unincorporated area of Placer County, California.

Beginning at the Northwest corner of said Section 8 and running thence along the North line thereof North $88^{\circ}05'15''$ East 925.28 feet; thence South $1^{\circ}32'$ West 665.12 feet; thence South $89^{\circ}45'$ West 1,196.78 feet; thence due North 637.92 feet to a point on the North line of the aforementioned Section 7; thence along said North line of Section 7 North $89^{\circ}44'31''$ East 290.00 feet to the point of beginning.

JOHN WILSON
RESULTANT

6

5

7

8

WILSON FAMILY TRUST RESULTANT

EXHIBIT B-1
RESULTANT PARCELS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF
PLACER, STATE OF CALIFORNIA, BEING A PORTION OF
SECTIONS 5, 7, & 8, TOWNSHIP 12 NORTH, RANGE 7 EAST,
M.D.B. & M.

PLACER COUNTY, CALIFORNIA

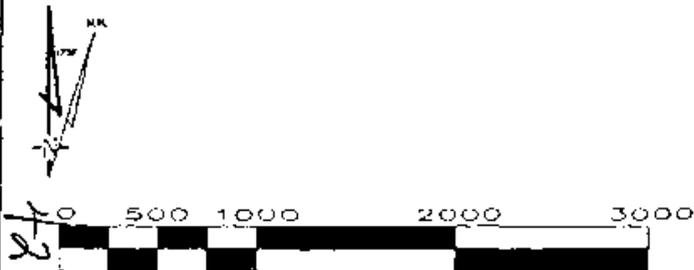
SCALE 1" = 1000'

AUGUST, 2007

SHEET 3 OF 3

GEIL ENGINEERING

1776 HIGH STREET
ALBANY CALIFORNIA 95603
530.553.0426





**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

March 19, 2008

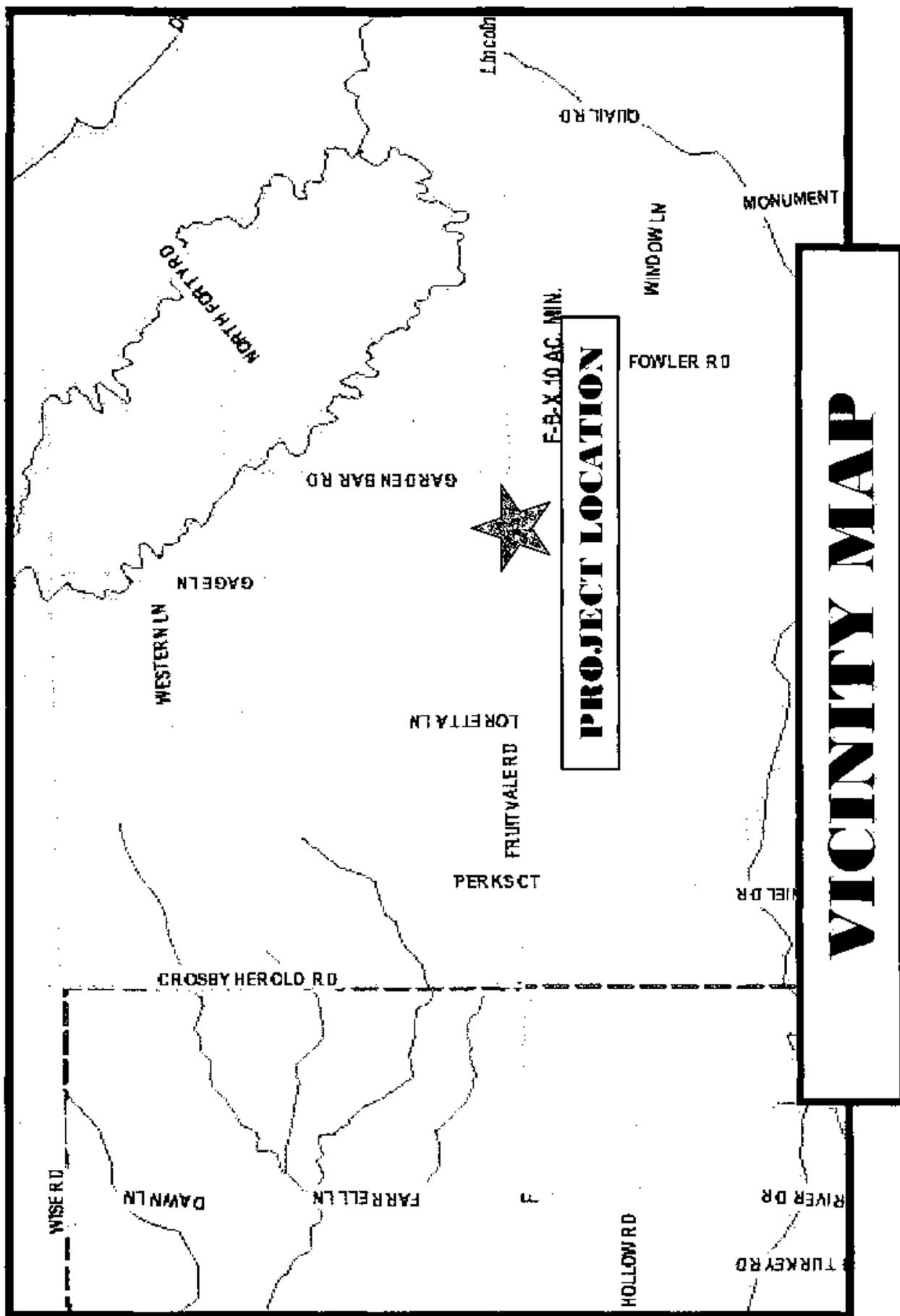
TO: Placer County Board of Supervisors
FROM: Christine E. Turner, Agricultural Commissioner/Sealer

**SUBJECT: Proposed Boundary Line Adjustment Between Agricultural Preserve 511
and Agricultural Preserve 512 – PAGP 20080018**

During the Agricultural Commission's March 10, 2008 meeting, the Commission voted unanimously, 8 - 0 (one member absent), to recommend the Board of Supervisors approve a Boundary Line Adjustment Between Agricultural Preserve 511 and Agricultural Preserve 512. The boundary line adjustment will transfer 20 acres of land from AGP 512, reducing it to 172 acres, to AGP 511, increasing it to 90 acres. The properties are located at 4065 Fruitvale Road and 4070 Fruitvale Road in rural Lincoln.

The properties include both irrigated and non-irrigated pasture land utilized for year-round cattle grazing and will continue to meet the minimum qualifications for Williamson Act contracts. The boundary line adjustment is consistent with the goals and policies of the Placer County General Plan and consistent with the California land Conservation Act the Placer County Administrative Rules for Williamson Act Lands.

cc: Placer County Planning Department
Placer County Agricultural Commission



VICINITY MAP

JOHN WILSON
RESULTANT

6

5

7

8

WILSON FAMILY TRUST RESULTANT

RESULTANT PARCELS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF
PLACER, STATE OF CALIFORNIA, BEING A PORTION OF
SECTIONS 5, 7, & 8, TOWNSHIP 12 NORTH, RANGE 7 EAST,
M.D.B. & M.

PLACER COUNTY, CALIFORNIA

SCALE 1" = 1000'

AUGUST, 2007

SHEET 3 OF 5

GEIL ENGINEERING
1226 HIGH STREET
ALBANY, CALIFORNIA 95603
530 533-0426



EXHIBIT 6

AS

NID Nevada Irrigation District

1036 W Main St • Grass Valley, CA 95945 • (530) 273-6185
From Auburn & Lincoln: 1-800-222-4102 FAX: 477-2646 www.nid.dst.ca.us

April 17, 2008

Placer County Board of Supervisors
Attn: Ann Holman, Clerk of the Board
175 Fulweiler Avenue, Room 101
Auburn, CA 95603

RECEIVED

APR 21 2008

CLERK OF THE
BOARD OF SUPERVISORS

Re: Request for Approval of Amended Boundaries for Agricultural Preserve
511 and Agricultural Preserve 512 to Facilitate a Minor Boundary
Resolution – Wilson (PAGP 20080018)

Placer County APN: 031-010-085; 031-330-038 & 040

To Whom It May Concern:

Thank you for the opportunity to review the referenced document. We would like
to have the following comments on file.

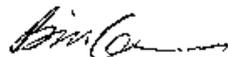
The referenced parcels are within the boundaries of the Nevada Irrigation District
Per our Account No. 23488, irrigation water is delivered to the parcels from the
Auburn Ravine II Canal. This facility is a raw water source for irrigation purposes
only and the water will not be utilized for human consumption.

Additionally, the District's Markell Canal is located in the northerly portion of APN
031-330-038.

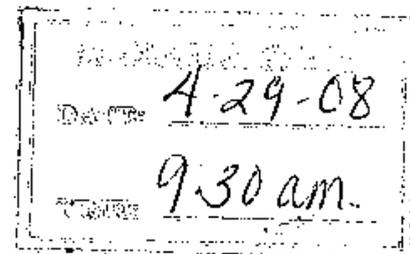
The District anticipates that approval of the referenced request will have no
impact on our facilities or activities; however, we reserve further comment
pending an opportunity to review a map or site plan showing the boundary
changes.

If you have any questions please call me at 530-273-6185 ext. 240.

Sincerely,



Bill Gann
Business Coordinator



Cc: Central file, w/a file

The District will provide a dependable, quality water supply, strive to be good
stewards of the watersheds and conserve the available resources

287 000 ACRES SITUATED IN NEVADA PLACER, SIERRA & YUBA COUNTIES

DATE 4-21-08
 Board of Supervisors - 5
 County Executive Office
 County Counsel
 Mike Soyle
 Planning 46