



**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, Director of Planning

**DATE:** December 9, 2008

**SUBJECT: REQUEST TO APPROVE AN AMENDMENT TO AGRICULTURAL PRESERVE 203 AND TO CREATE A NEW AGRICULTURAL PRESERVE AND APPROVE A WILLIAMSON ACT CONTRACT - CAROL SCHEIBER AND ALBERT SCHEIBER - PAGP 20080486**

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**ACTION REQUESTED:**

The Board of Supervisors is being asked to approve a Resolution to amend Agricultural Preserve 203 and to approve a Resolution to create Agricultural Preserve 20080486 in order to complete a Minor Boundary Line Adjustment between one parcel located within the current Agricultural Preserve and three contiguous parcels not located within the Preserve. Approval of the Resolutions would result in amendment of Agricultural Preserve 203 to include only those portions of the Preserve located to the north of the State Route 65 bypass project right-of-way acquisition, which bisects Agricultural Preserve 203 from east to west, and creation of Agricultural Preserve 20080486 for all portions of the Preserve located south of and including the right-of-way. Approval of the Resolutions would also result in execution of a new Williamson Act contract for Agricultural Preserve 20080486 reflecting revisions to its exterior boundaries.

**BACKGROUND:**

A Notice of Partial Nonrenewal for Agricultural Preserve 203 was filed in July 2006, and became effective January 1, 2007 (Exhibit 4). The Notice of Partial Nonrenewal was filed for the northerly portion of Agricultural Preserve 203 which consists of approximately 111 acres, and is based upon the legal description and Plat Map included with Exhibit 4 to this report. The non-renewed property lies to the north of the right-of-way acquisition by the California Department of Transportation (Caltrans) for the State Route 65 bypass project, which traverses the subject property as shown on Exhibit 4. Notice of Nonrenewal for the remaining 259 acres to the south, which includes the right-of-way, has not been filed.

For the purposes of this application request (per staff correspondence with the Department of Conservation Land Resources Division), right-of-way acquisition by Caltrans has resulted in a *de facto* split of Agricultural Preserve 203 because the right-of-way has severed the northerly portion of the Preserve from the southerly portion. Thus, the DOC has determined that Placer County may consider statutory requirements of the Williamson Act, as applied to this project, independently of

the nonrenewal status of the northerly portion of Agricultural Preserve 203, which would become a separate Agricultural Preserve and contract as a result of Board approval of Agricultural Preserve 20080486.

**ANALYSIS:**

In conformance with Section 51257 of the Williamson Act which governs Minor Boundary Line Adjustments, the applicant proposes to modify the southerly portion of Agricultural Preserve 203 (all portions of the preserve not in nonrenewal) through rescission of the current contract in order to simultaneously enter into a new contract reflecting revised exterior boundaries for the Preserve. The exterior boundaries of the Preserve are proposed to be modified to accomplish a Minor Boundary Line Adjustment between Assessor's Parcel Number 021-350-025, which is part of the Preserve, and three contiguous parcels to the east, which are not part of the Preserve. Please refer to Exhibit 5 of this report for exhibits of proposed boundary adjustments between those properties.

Planning Department review of this request has determined that the minor boundary adjustments would result in an equal exchange of land between the contract property and the non-contracted properties, and would meet all requirements of Section 51257 of the Act, which are:

1. The new contract would enforceably restrict the adjusted boundaries of the parcel for an initial term of at least 10 years.
2. There is no net decrease in the amount of acreage restricted.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
5. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
6. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Planning Department staff has further determined that this request would comply with all requirements of the Placer County Administrative Rules for Williamson Act Lands. Completion of this request will require Board approval of a Resolution to amend Agricultural Preserve 203 to include only that portion of the Preserve that is in active non-renewal, and approval of a Resolution to rescind the remainder of the Agricultural Preserve in order to simultaneously enter into a new contract with a minimum 10-year initial term for proposed Agricultural Preserve 20080486.

Agricultural Commissioner's Determination on Proposed Amendments

The Placer County Agricultural Commissioner reviewed this request and determined that the proposed amendment of this Agricultural Preserve to complete a Minor Boundary Line Adjustment resulting in creation of a new Agricultural Preserve and execution of a new Williamson Act contract will meet all requirements of the Williamson Act. The Agricultural Commissioner further determined that this proposal would not jeopardize the long-term agricultural productivity of the Preserve.

The Agricultural Commissioner determined that because the boundary adjustment would only affect one-half-acre of the Preserve, it is within her discretion to make a recommendation on behalf of the Agricultural Commission that the Board of Supervisors approve this request.

#### Fiscal Impact

Amendment of Agricultural Preserve 203 and creation of Agricultural Preserve 20080486 will not result in any fiscal impact to Placer County because the assessment rate of annual property taxes for properties currently enrolled in Agricultural Preserve 203 will not be significantly altered as a result of this action.

#### CONCLUSION

Staff has attached one Resolution that, if executed, will amend Agricultural Preserve 203 to include only those portions of the contract that are currently in non-renewal. Staff has attached a second Resolution and one contract that, if executed, will create Agricultural Preserve 20080486. The resultant amendment to Agricultural Preserve 203 and the proposed creation of Agricultural Preserve 20080486 reflect the property owners' application submittal and are determined by the Agricultural Commissioner to be consistent with the provisions of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands. Staff has prepared Findings of Fact for approval of the amended Agricultural Preserve, for approval of a the new Agricultural Preserve, and for a categorical exemption from CEQA, which are attached to this report.

#### **RECOMMENDATION:**

Staff recommends that the Board take the following action:

1. Adopt the Finding in Support of the determination that the amendment of Agricultural Preserve 203 and the creation of Agricultural Preserve 20080486 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 203 and the creation of Agricultural Preserve 20080486 is consistent with the Placer County General Plan.
3. Find that the amendment of Agricultural Preserve 203 and the creation of Agricultural Preserve 20080486 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 Resolution to amend Agricultural Preserve 203 and to sign the attached Resolution to create Agricultural Preserve 20080486 and execute the contract attached thereto.

Respectfully submitted,



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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 creation of Agricultural Preserve PAGP 20080486
- Exhibit 2: Plat Map of Agricultural Preserve 203
- Exhibit 3: Plat Map of proposed Agricultural Preserve PAGP 20080486
- Exhibit 4: Notice of Partial Nonrenewal for AGP 203 and accompanying legal description and Plat Maps
- Exhibit 5: Exhibits of proposed property boundary modifications
- Exhibit 6: Agricultural Commissioner's Memo dated October 24, 2008
- Exhibit 7: Vicinity Map
- Exhibit 8: Resolution and contract creating PAGP 20080486
- Exhibit 9: Resolution amending Agricultural Preserve 203

cc: AGP 203 file  
Christine Turner, Agricultural Commissioner  
County Assessor  
Loren Clark, Director Natural Resources and Special Projects  
Carol Scheiber and Albert Scheiber, Property Owner

**EXHIBIT 1**

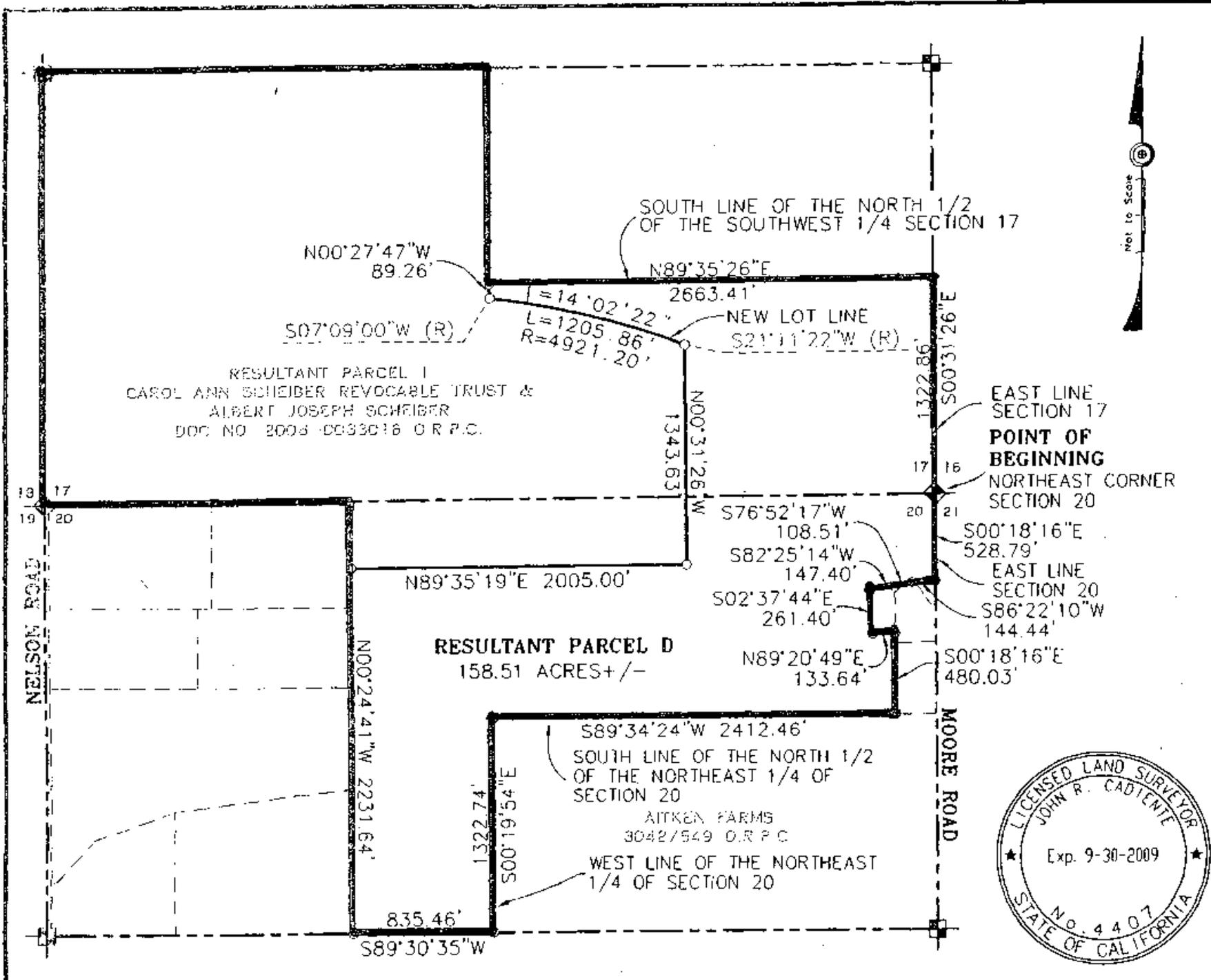
**FINDINGS OF FACT: PAGP 20080486**

CEQA

1. The Board of Supervisors of the County of Placer finds that the amendment of Agricultural Preserve 203 and the establishment of Agricultural Preserve 20080486 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), and there is no exception.

Agricultural Preserve

1. Amendment of Agricultural Preserve 203 and the creation of Agricultural Preserve 20080486, as described in the report heretofore, is consistent with the goals and policies of the Placer County General Plan.
2. Amendment of Agricultural Preserve 203 and the creation of Agricultural Preserve 20080486, as described in the report heretofore, is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.



Date: 5/1/08  
 Job: 10151-000  
 By: MAH  
 Page 4 of 4

# PLAT MAP- AGP 203



**FRAYJI**  
 DESIGN GROUP, INC.  
 1310 Blue Coast Blvd.  
 Brea, CA 92603  
 (714) 782-8000 Phone  
 (714) 782-7955 Fax  
 CIVIL ENGINEERS • PLANNERS • SURVEYORS

EXHIBIT 2  
 AA

**PORTION  
AGP 203  
Non-RENEWAL**

SOUTH LINE OF THE NORTH 1/2  
OF THE SOUTHWEST 1/4 SECTION 17

N00°27'47"W  
88.26'

N89°35'26"E

S07°09'00"W (R)

L=1205.86  
R=4921.20'

NEW LOT LINE

S21°11'22"W (R)

RESULTANT PARCEL 1  
CAROL ANN SCHEIBER REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO. 2008-0033016 O.R.P.C

N00°31'26"W  
1343.63'

EAST LINE  
SECTION 17  
POINT OF  
BEGINNING  
NORTHEAST CORNER  
SECTION 20

N89°35'19"E 2005.00'

S76°52'17"W  
108.51'

S82°25'14"W  
147.40'

S02°37'44"E  
261.40'

S00°18'16"E  
528.79'

EAST LINE  
SECTION 20

S86°22'10"W  
144.44'

RESULTANT PARCEL D  
158.51 ACRES+/-

N89°20'49"E  
133.64'

MOORE ROAD

S89°34'24"W 2412.46'  
SOUTH LINE OF THE NORTH 1/2  
OF THE NORTHEAST 1/4 OF  
SECTION 20

AITKEN FARMS  
8042/349 O.R.P.C

WEST LINE OF THE NORTHEAST  
1/4 OF SECTION 20

S00°19'54"E  
1322.74'

835.46'

S89°30'35"W



Date: 5/1/08  
Job: 10151-000  
By: MAH  
Page 4 Of 4

**PLAT MAP - TAGP 20080486**

**FRAYJI**  
DESIGN GROUP, INC.  
1316 Pine Oaks Blvd.  
Bakersfield, CA 93318  
951-782-3000 Phone  
951-782-3655 Fax  
CIVIL ENGINEERS • PLANNERS • SURVEYORS

43  
EXHIBIT 3

NELSON ROAD

**MAP 20080486**



PLACER, County Recorder

JIM MCCAULEY

DOC- 2006-0074348

Wednesday, JUL 12, 2006 09:09:16

NOC \$0.00:1

Tel Pd \$0.00

Nbr-0001510558

rec/CG/1-2

RECORDED BY PLACER COUNTY  
RECORDING REQUESTED BY &  
RETURN TO:

Clerk of the Planning Commission  
Placer County Planning Department  
11414 "B" Avenue  
Auburn CA 95603

**NOTICE AFFECTING PROPERTY UNDER  
LAND CONSERVATION AGREEMENT**

AGRICULTURAL PRESERVE NUMBER: AGP-203

ASSESSOR'S PARCEL NO.: 021-262-004-000

ACRES: Portion of 238.8 acre parcel. Legal description attached.

RECORDER BOOK AND PAGE: Vol 1409, Pgs 168 - 172 & Vol 1400, Pgs 483 - 490

NAME(S): Carol Ann Scheiber

ADDRESS TO WHICH CORRESPONDENCE SHOULD BE SENT: Planning Commission  
Clerk, Placer County Planning Department, Dewitt Center, 11414 "B" Avenue, Auburn CA 95603

TELEPHONE NO.: (530) 886-3000

**NOTICE OF PARTIAL NON-RENEWAL**

**NOTICE IS HEREBY GIVEN**, in accordance with Paragraph 5 of the Land Conservation Agreement on the above-described parcel(s), that the record owners are not renewing said Agreement as to said parcel as of January 1, 2007. By that Notice of Non-Renewal, said Agreement will then expire automatically 9 years from and after said January 1 date, but that in the intervening 9 years, the Agreement will, by law, remain in full force and effect.

COUNTY OF PLACER

BY: *Ann Halman*  
Clerk, Board of Supervisors

DATE: 7-12-06

**R E C E I V E D**  
AUG 07 2006

DISTRIBUTION  
Landowner,  
Christine Turner, Agricultural Commissioner  
Alex Fisch, Planning Department  
Sarah Wademan, Assessor's Office  
Director - State of California Department of Conservation  
Attorney Marcus Lo Duca

PLANNING DEPT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer

} ss.

NOTARY  
Public

On July 12, 2006, before me, PATRICIA C. LOWE

Date

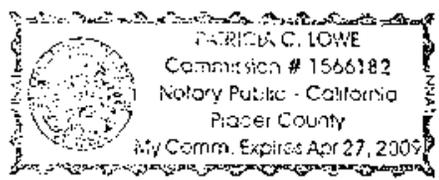
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANN HOCALAN

Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.  
Patricia C. Lowe  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

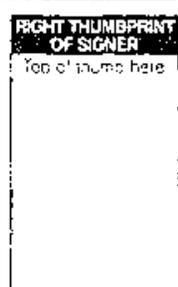
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



10/1

45

**EXHIBIT A  
LEGAL DESCRIPTION  
PARCEL 1**

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED, FILED AUGUST 25, 2005 AS DOCUMENT NUMBER "2005-0118350", PLACER COUNTY RECORDS, LOCATED IN SECTION 17, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, PLACER COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 17, TO WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 89°45'32" EAST A DISTANCE OF 72.72 FEET;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 89°45'32" EAST, A DISTANCE OF 2583.44 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00°27'07" EAST, A DISTANCE OF 1325.67 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF SAID PARCEL;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 89°41'58" EAST, A DISTANCE OF 2663.40 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 09°31'26" EAST, A DISTANCE OF 1294.23 FEET TO A POINT 28.63 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION 17;

THENCE LEAVING SAID EASTERLY LINE, NORTH 51°47'32" WEST, A DISTANCE OF 291.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 4931.48 FEET, THROUGH A CENTRAL ANGLE OF 36°28'30", AN ARC LENGTH OF 3139.42 FEET;

THENCE NORTH 88°16'02" WEST, A DISTANCE OF 1978.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 88.59 FEET, THROUGH A CENTRAL ANGLE OF 87°59'02", AN ARC LENGTH OF 136.04 FEET;

THENCE NORTH 00°17'00" WEST, A DISTANCE OF 224.90 FEET;

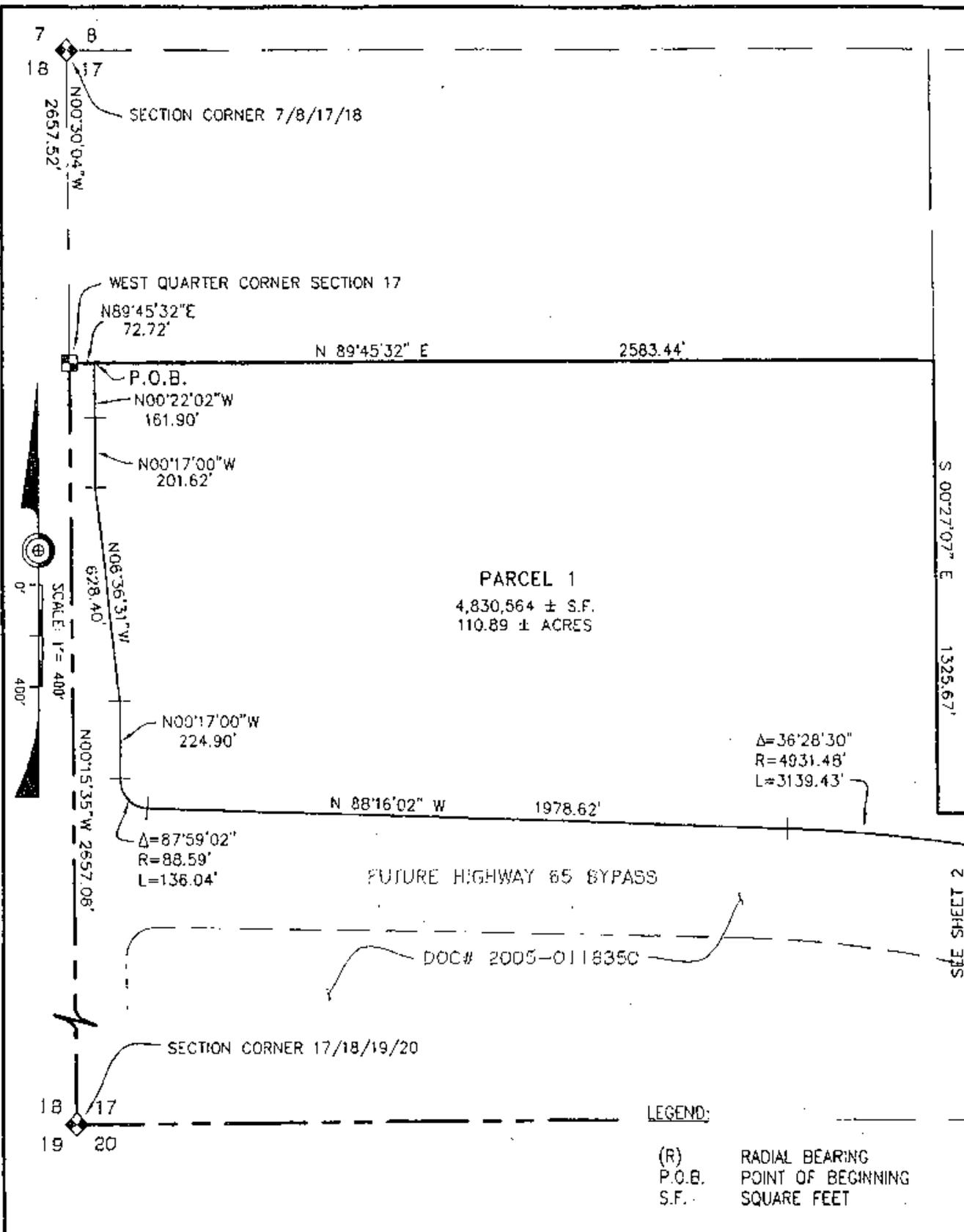
THENCE NORTH 06°36'31" WEST, A DISTANCE OF 628.40 FEET;

THENCE NORTH 00°17'00" WEST, A DISTANCE OF 201.62 FEET;

THENCE NORTH 00°22'02" WEST, A DISTANCE OF 161.90 FEET TO THE POINT OF BEGINNING

CONTAINING 4,830,564 SQ. FT. OR 110.89 ACRES, MORE OR LESS,

*SUBJECT TO ALL COVENANTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD*



Y:\IF060117-SCHIEBER FIELDWORK\dwg\PLATS\Rev02\Plat\_01.dwg.dwg  
 06-21-06

DRAWING NAME:  
 PLOT TIME:

**FRAYJI**  
 DESIGN GROUP, INC.  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS

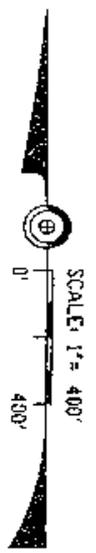
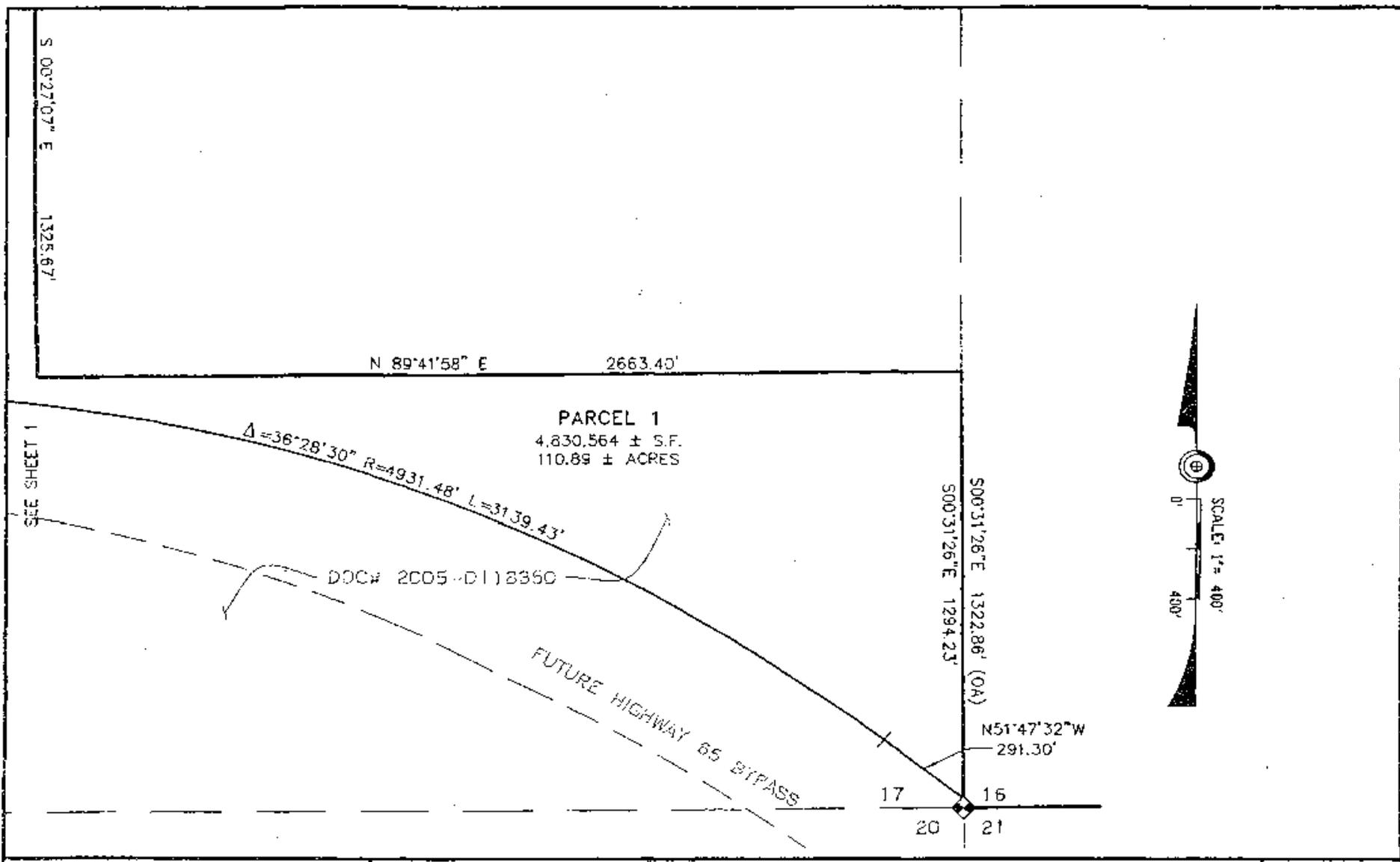
**EXHIBIT "B"**  
 PARCEL 1  
 AREA DESCRIBED IN EXHIBIT "A"  
 A PORTION OF SECTION 17, T. 12 N., R. 6 E., M.D.B.&M.  
 COUNTY OF PLACER STATE OF CALIFORNIA

Date:	06-15-06
Job:	15360117-00-01
By:	LS
Sheet	01
of 02	

S 00°27'07" E 1325.67'  
 2 SHEETS SEE SHEET 02

48

DRAWING NAME: Y:\F060117-SCHNEBER FIELD\WORK\PLATS\BAP\KFRK\02\01\_01d.dwg  
 PLOT TIME: 06-22-06



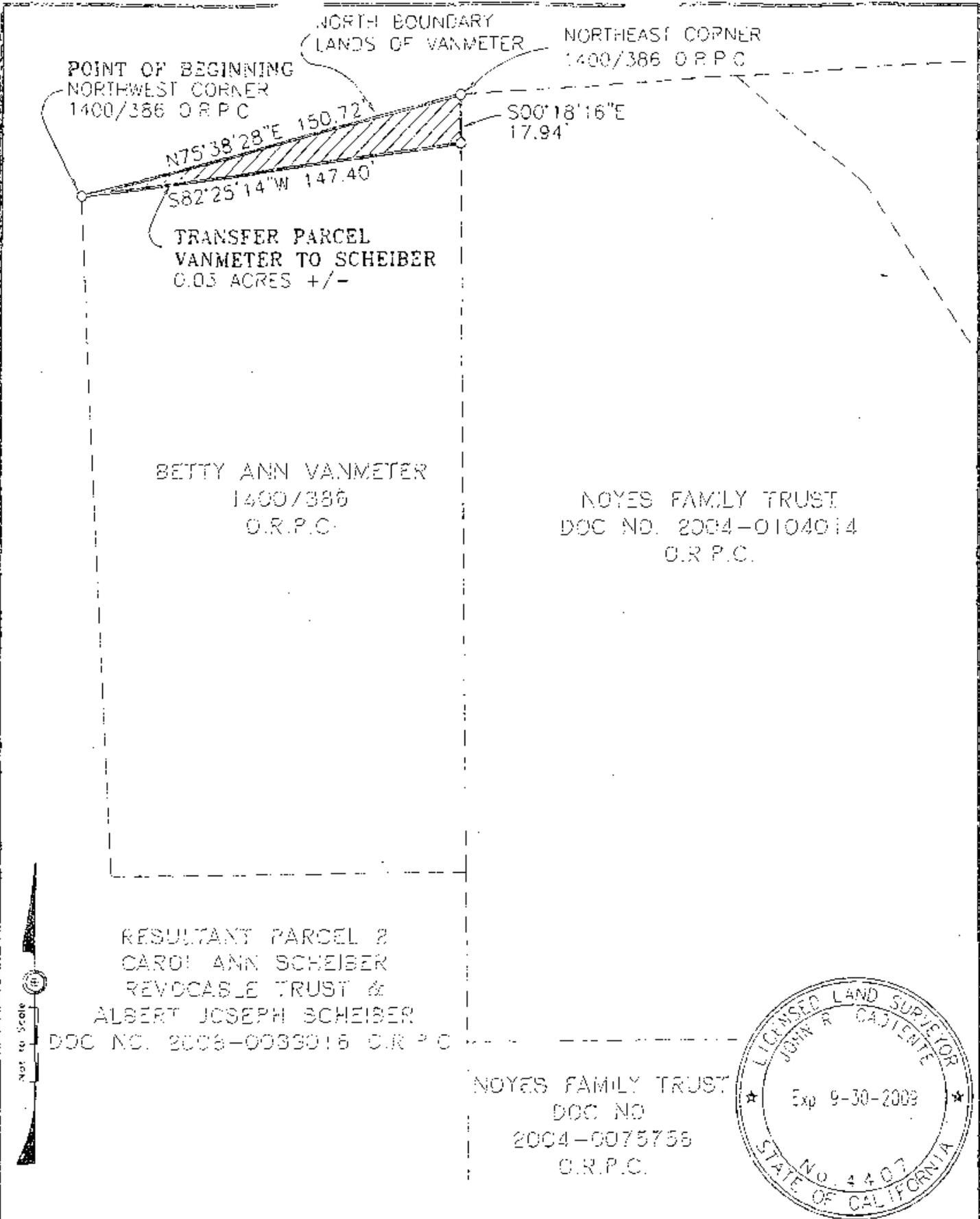
**LEGEND:**  
 (R) RADIAL BEARING



**EXHIBIT "B"**  
**PARCEL 1**  
 AREA DESCRIBED IN EXHIBIT "A"  
 A PORTION OF SECTION 17, T. 12 N., R. 6 E., M.D.B.&M.  
 COUNTY OF PLACER STATE OF CALIFORNIA

Date:	06-21-06
Job:	17P0101-CS
By:	TC
Sheet	02
of	02

67



POINT OF BEGINNING  
NORTHWEST CORNER  
1400/386 O.R.P.C

NORTH BOUNDARY  
LANDS OF VANMETER

NORTHEAST CORNER  
1400/386 O.R.P.C

N75°38'28"E 150.72'  
S82°25'14"W 147.40'

S00°18'16"E  
17.94'

TRANSFER PARCEL  
VANMETER TO SCHEIBER  
0.03 ACRES +/-

BETTY ANN VANMETER  
1400/386  
O.R.P.C.

NOYES FAMILY TRUST  
DOC NO. 2004-0104014  
O.R.P.C.

RESULTANT PARCEL 2  
CAROL ANN SCHEIBER  
REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO. 2006-0033016 O.R.P.C.

NOYES FAMILY TRUST  
DOC NO  
2004-0075756  
O.R.P.C.



**FRAYJI**  
DESIGN GROUP, INC.  
1310 Blue Oaks Blvd. | 916 742-9600 Phone  
Folsom, CA 95616 | 916 742-3333 Fax  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

Plot to Accompany Description  
Transfer Parcel Vanmeter to Schieber  
MINOR BOUNDARY LINE ADJUSTMENT  
M&R NO. \_\_\_\_\_  
County of Placer State of California

Date 5/1/08  
Job 10151-000  
By M&R  
Page 3 of 3

EXHIBIT 5

NOR. BOUNDARY  
LANDS OF NOYES  
POINT OF BEGINNING  
NORTHWEST CORNER  
DOC NO. 2004-0104014

NORTHWEST CORNER  
DOC NO. 2008-0002766

N86°22'10"E 105.98'

S76°52'17"W 108.51'

STATE OF  
CALIFORNIA  
2008-0002766  
O.R.P.C.

N00°18'16"W  
17.94'

TRANSFER PARCEL NOYES  
TO SCHEIBER  
0.02 ACRES +/-

BETTY ANN VANMETER  
1400/386  
O.R.P.C.

NOYES FAMILY TRUST  
DOC NO. 2004-0104014  
O.R.P.C.

RESULTANT PARCEL 2  
CAROL ANN SCHEIBER  
REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO.  
2008-0033015-00 O.R.P.C.

NOYES FAMILY TRUST  
DOC NO.  
2004-0075755  
O.R.P.C.

EXHIBIT "B-1"



**FRAYJI**  
DESIGN GROUP, INC.  
1316 Blue Oaks Blvd.  
Roseville, CA 95678  
(916) 782-3000 Phone  
(916) 782-3935 Fax  
CIVIL ENGINEERS PLANNERS SURVEYORS

Plot to Accompany Description  
Transfer Parcel Noyes to Schieber  
MINOR BOUNDARY LINE ADJUSTMENT  
MBR NO. \_\_\_\_\_  
County of Placer State of California

Date 04/28/08  
Job: 10151-000  
By: MAH  
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STATE OF CALIFORNIA  
2008-0002766  
O.R.P.C.

BEITY ANN VANMETER  
1400/386  
O.R.P.C.

NOYES FAMILY TRUST  
DOC NO. 2004-0104014  
O.R.P.C.

N89°20'49"E  
1.97'

WEST BOUNDARY  
LANDS OF NOYES

N00°18'16"W  
55.03'

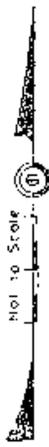
TRANSFER PARCEL  
SCHEIBER TO NOYES  
108 SQUARE FEET +/-

S00°18'16"E  
55.03'

RESULTANT PARCEL 2  
CAROL ANN SCHEIBER  
REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO.  
2008-0033015-00  
O.R.P.C.

POINT OF BEGINNING  
NORTHWEST CORNER  
DOC NO. 2004-0075756  
NOYES FAMILY TRUST  
DOC NO.  
2004-0075756  
O.R.P.C.  
EXHIBIT "C-1"

S89°34'24"W  
1.97'



**FRAYJI**  
DESIGN GROUP, INC.  
1116 Blue Oaks Blvd (916) 932-5000 Phone  
Roseville, CA 95678 (916) 781-3533 Fax  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

Plot to Accompany Description  
Transfer Parcel Scheiber to Noyes  
MINOR BOUNDARY LINE ADJUSTMENT  
M.B.R. NO. \_\_\_\_\_  
County of Placer State of California

Date: 5/1/08  
Job: 10151-000  
By: MAH  
Page 3 of 3

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NOYES FAMILY TRUST  
DOC NO. 2004-0104014  
O.R.P.C.

N89°34'24"E  
1.97'

POINT OF BEGINNING  
NORTHWEST CORNER  
DOC NO 2004-0075756

MOORE ROAD

TRANSFER PARCEL  
SCHEIBER TO NOYES  
0.02 ACRES +/-

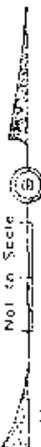
RESULTANT PARCEL 2  
CAROL ANN SCHEIBER  
REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO  
2008-0033019-00 O.R.P.C.

NOYES FAMILY TRUST  
DOC NO.  
2004-0075756  
O.R.P.C.

M00°18'16"W 425.00'  
S00°18'16"E 425.00'

S89°34'24"W  
1.97'

AIKEN FARMS  
3042/548  
EXHIBIT "D-1" O.R.P.C.



**FRAYJI**  
DESIGN GROUP, INC.

1318 Blue Oaks Blvd. (714) 962-3000 Phone  
Beverly Hills, CA 90212 (714) 962-3915 Fax  
LAND ENGINEERS & LAND SURVEYORS

Plot to Accompany Description

Transfer Parcel Scheiber to Noyes  
MINOR BOUNDARY LINE ADJUSTMENT  
MSR NO. \_\_\_\_\_

Date 04/25/08

Job: 10151-000

By: MAH

County of Placer

State of California

Page 2 Of 2

STATE OF CALIFORNIA  
2008-0002766  
O.R.P.C.

BETTY ANN VANMETER  
1400/386  
O.R.P.C.

NOYES FAMILY TRUST  
DOC NO. 2004-0104014  
O.R.P.C.

POINT OF BEGINNING  
SOUTHWEST CORNER  
1400/386 O.R.P.C.

SOUTH LINE LANDS  
OF VANMETER

N89°20'49"E 136.00'

S00°18'16"E  
9.64'

S89°20'49"W 135.61'

TRANSFER PARCEL  
SCHEIBER TO VANMETER  
0.03 ACRES +/-

N02°37'44"W  
9.65'

RESULTANT PARCEL 2  
CAROL ANN SCHEIBER  
REVOCABLE TRUST &  
ALBERT JOSEPH SCHEIBER  
DOC NO.  
2008-0033015-00 O.R.P.C.

NOYES FAMILY TRUST  
DOC NO.  
2004-0075755  
O.R.P.C.



EXHIBIT "E-1"



1115 Blue Oaks Blvd  
Pasadena, CA 91276  
Civil Engineers - Planners - Surveyors  
(714) 782-3000 Phone  
(714) 782-3555 Fax

Plat to Accompany Description

Transfer Parcel Scheiber to Vanmeter  
MINOR BOUNDARY LINE ADJUSTMENT  
MBR NO \_\_\_\_\_

Date 5/1/08

Job 1015' 000

By: MAH

County of Placer

State of California

Page 3 Of 3



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

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

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

RECEIVED  
OCT 27 2008  
PLANNING DEPT

October 24, 2008

TO: Alex Fisch, Planning Department

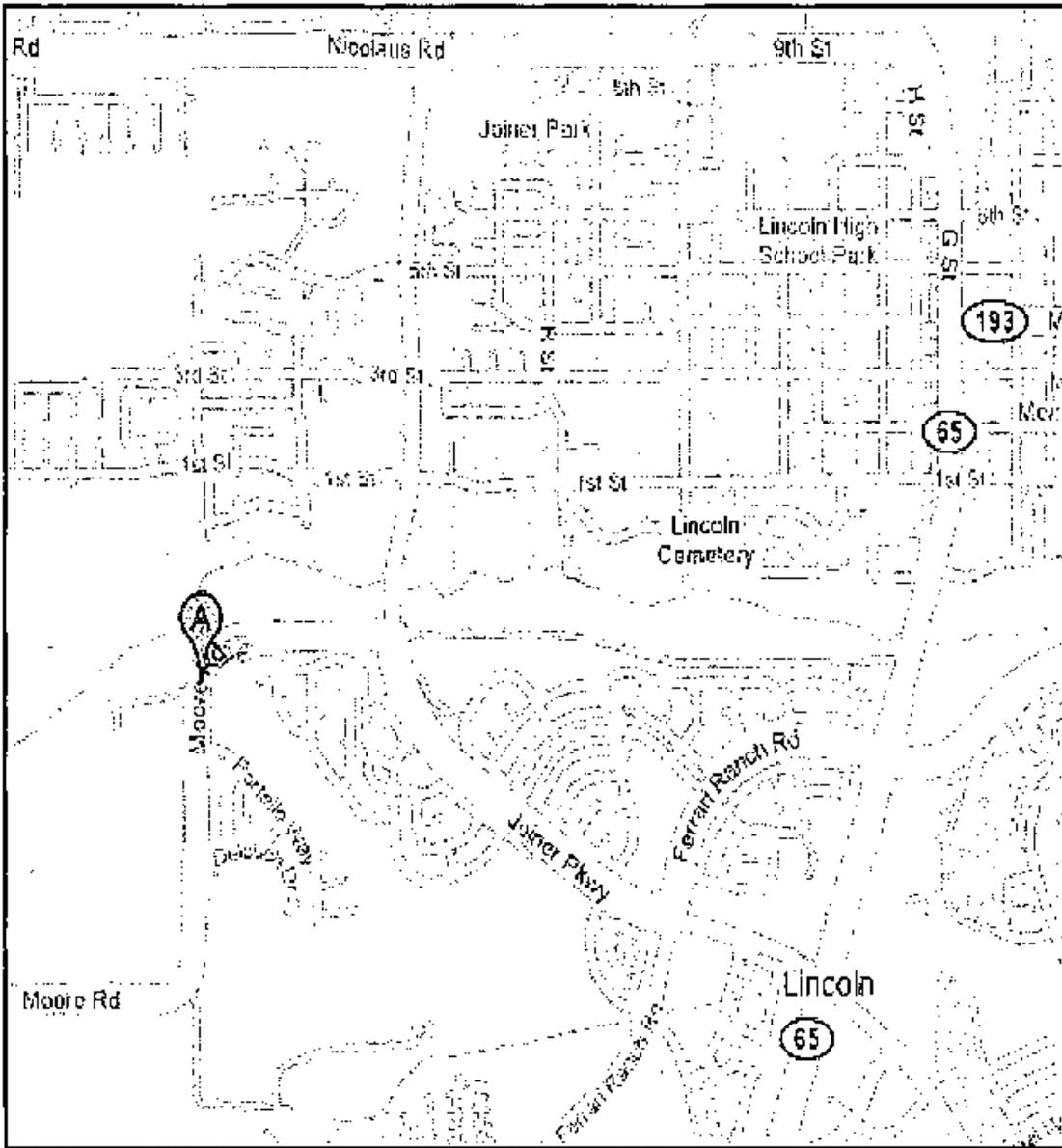
FROM: Christine Turner, Agricultural Commissioner

SUBJECT: **Proposed Amendment to the Exterior Boundary of Agricultural Preserve 203 – Scheiber (PAGP 20080486)**

As requested in your memo dated October 23, 2008, I am writing in support of the boundary adjustments to the Scheiber Williamson Act contract, AGP-203, that became necessary as a result of the right-of-way acquisition by Caltrans, for the Highway 65 By-pass Project, that split this Agricultural Preserve. I concur with the Planning Department's determination that the boundary adjustments would result in an equal exchange of land between the contract property and the adjacent non-contracted properties, and would meet all the requirements of the Williamson Act and the County's Administrative Rules for Williamson Act lands.

Therefore, I recommend the Board of Supervisors approve a Resolution to rescind the current contract on the southerly portion of the Preserve in order to simultaneously enter into a new contract with the Scheibers with revised boundaries that reflect the Minor Boundary Line Adjustments between APN 021-350-025 and the three contiguous parcels to the east as identified by the Planning Department.

cc: Placer County Agricultural Commission



Lincoln, Nebraska

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

In the matter of: **A RESOLUTION RESCINDING A PORTION OF AGRICULTURAL PRESERVE 203 TO CREATE AGRICULTURAL PRESERVE PAGP-20080486**      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

\_\_\_\_\_  
Jim Holmes

---

---

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

Pursuant to the provisions of Government Code Section 51200, et seq., that a portion of Agricultural Preserve 203 is hereby rescinded in favor establishing a revised Agricultural Preserve and executing a new 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.

**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 20080486

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of December, 2008, by and between CAROL SCHIEBER and ALBERT SCHEIBER, hereinafter called "OWNER" and the COUNTY OF PLACER, hereinafter called "COUNTY".

WITNESSETH:

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

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

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

1. Authority: This Agreement is made under authority of the Land Conservation Act of 1965, Government Code Section 51200 et seq. (The Act)
2. Limitation on Land Use: During the term of this Agreement, the above-described land shall only be used for the production of plant and animal products for commercial purposes.

No structures shall be erected upon such land except those directly related to, and compatible with, production of plant and animal products for commercial purposes, and except those residence buildings for such individuals as are engaged in the care, use, operation, or management of said land. Compatible land use shall include, but not be limited to:

- A. Public Utilities: Electric, gas, water, sewer, oil, and communication lines, both overhead and underground.
- B. Communication equipment buildings and distribution substations.

C. Public Utility substations and service yards.

No division of said land shall be made, except in accordance with COUNTY Ordinances as from time to time amended.

3. Eminent Domain: When any permissible action in Eminent Domain, for the condemnation of the fee title of the land under Agreement is filed, or when such land is acquired in lieu of Eminent Domain for a public improvement, by a public agency or person, the following rules shall apply:

A. If the taking is of the entire acreage, this Agreement shall be null and void as of the date the action is filed and, thereafter, the contract shall not be binding on any party to it.

B. If the taking is of a portion of the entire acreage, this Agreement shall be null-and-void as to the acreage so taken as of the date the action is filed, and, thereafter, the contract shall not be binding on any party to it as to such acreage taken. If, after such taking, the remaining land qualifies for an Agreement under COUNTY'S criteria, this Agreement shall continue as to such remaining acreage; if it does not qualify, then this Agreement to be null-and-void as to such remaining acreage.

As to such taking, OWNER shall be entitled to compensation for such land as he would have received if this Agreement had never been executed. OWNER shall not be subject to any penalty for termination of the Agreement as hereinabove provided.

4. Length of Agreement: This Agreement shall be effective commencing on January 1, 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

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: Carol Scheiter 11-20-08

Albert Schuber 11-20-08

(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")

All that real property situated in the County of Placer, State of California, Being a portion of the Lands of THE CAROL ANN SCHEIBER REVOCABLE TRUST dated August 25, 2005, and ALBERT JOSEPH SCHEIBER as described by Document No. 2006-0041506, and Document No. 2006-0003985 filed in the office of the Placer County Recorder, County of Placer, State of California, and lying within the Southwest one-quarter and the South one-half of the Southeast one-quarter of Section 17, and the North one-half of the Northeast one-quarter and the East one-half of the Northwest one-quarter of Section 20, T.12N., R.6E., Mount Diablo Base & Meridian, more particularly described as follows:

**Beginning** at the northwest corner of said lands of THE CAROL ANN SCHEIBER REVOCABLE TRUST dated August 25, 2005, and ALBERT JOSEPH SCHEIBER described in Document No. 2006-0041506, said corner being the west one-quarter corner of said Section 17;

Thence, from said **Point of Beginning** leaving the northwest corner of said lands of Scheiber and along the north boundary of said lands Scheiber also being the north boundary of the south one-half of said Section 17, North  $89^{\circ}45'32''$  East a distance of 2655.88 feet to an angle point on the east boundary of said lands of Scheiber, said angle point being on the east boundary of the southwest one-quarter of said Section 17;

Thence, leaving the north boundary of said lands of Scheiber and along east boundary of said lands of Scheiber also being the east boundary of the southwest one-quarter of said Section 17 and the southerly prolongation thereof, South  $00^{\circ}27'47''$  East a distance of 1419.99 feet to the beginning of a non-tangent curve to the right having a radial bearing of South  $07^{\circ}09'00''$  West;

Thence, leaving the southerly prolongation of said lands of SCHEIBER and along the arc of said non-tangent curve to the right, having a radius of 4921.20 feet, through a central angle of  $14^{\circ}02'22''$ , an arc distance of 1205.86 feet, to the end of curve;

Thence, South  $00^{\circ}31'26''$  East a distance of 1343.63 feet to an angle point;

Thence, South  $89^{\circ}35'19''$  West a distance of 2005.00 feet to a point on the west boundary of said lands of SCHEIBER by Document No. 2006-0003985;

Thence, along the west boundary of said land of SCHEIBER, North  $00^{\circ}24'41''$  West a distance of 415.70 feet to a point on the south boundary of the lands of SCHEIBER by Document No. 2006-0041506 being also the south boundary of said Section 17;

Thence, leaving the west boundary of said lands of SCHEIBER by Document No. 2006-0003985 and along the south boundary of said lands of SCHEIBER by Document No. 2006-0041506 and said south line of Section 17, South 89°38'13" West a distance of 1825.92 feet to the west boundary of said land of SCHEIBER on the west boundary of said Section 17;

Thence, along the west boundary of said lands of SCHEIBER and said west line of said Section 17, North 00°15'35" West a distance of 2657.08 feet to the **Point of Beginning**.

Containing 210.77 Acres, more or less.

APN: a portion of 021-262-004

NOTE: The above described lands of the Scheiber Trust is under the Williamson Act Land Conservation Agreement dated February 8, 1972, Recorded February 16, 1972, in Volume 1400, Official Records of Placer County Recorder at page 483, less portions removed by AMENDED LAND CONSERVATION AGREEMENT dated March 21, 1972, Recorded March 27, 1972 in Volume 1409, Official Records of Placer County Reorder at page 168 and following.

See Exhibit "B", plat to accompany legal description attached hereto and made a part hereof.

### End of Description

This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Dated: MARCH 11, 2008

John R. Cadiente  
John R. Cadiente, L.S. 4407

<b>APPLICATION COMPLETE</b>
<u>Chad Hunt</u> - DEPUTY Placer County Surveyor
Date <u>MARCH 13 2008</u>



- (1) "The bearing and distances used herein that differ from the record location described in Document No. 2006-0041506 are not based upon a field survey as described in L.S. Act Section 8762. They do not establish the boundary of said property and are included to assist in locating the new boundary approved by Minor Boundary Line Adjustment No. 20070408 only"
- (2) "The above description encompasses one parcel of land as approved by Minor Boundary Line Adjustment No. 20070408 only".

I:\Survey 10150\LLA\Mapping\Descriptions  
Resul pcl. I. Scheiber.doc  
Revised: February 29, 2008

Prepared by the firm of  
Frayji Design Group, Inc.  
Roseville, California

All that real property situated in the County of Placer, State of California, Being a portion of the Lands of THE CAROL ANN SCHEIBER REVOCABLE TRUST dated April 23, 2008, and ALBERT JOSEPH SCHEIBER as described by Document No. 2008-0033015 filed in the office of the Placer County Recorder, County of Placer, State of California, and lying within the South one-half of the Southeast one-quarter Section 17, T.12N., R.6E. Mount Diablo Base & Meridian, the North one-half of the Northeast one-quarter and the East one-half of the Northwest one-quarter of Section 20, T.12N., R.6E., Mount Diablo Base & Meridian, more particularly described as follows:

**Beginning** at the northeast corner of said Section 20, said corner being also on the east boundary of said lands of THE CAROL ANN SCHEIBER REVOCABLE TRUST dated April 23, 2008, and ALBERT JOSEPH SCHEIBER, being also the Northeast corner of the lands of SCHEIBER described in Document No. 2008-0033015;

Thence, from said **Point of Beginning** leaving the northeast corner of said Section 20 and along the east boundary of said lands Scheiber also being the east boundary of said Section 20, South  $00^{\circ}18'16''$  East a distance of 528.79 feet to a point;

Thence, leaving the east boundary of said Section 20, and continuing along the easterly boundary of said lands of Scheiber South  $86^{\circ}22'10''$  West a distance of 144.44 feet to an angle point;

Thence, South  $76^{\circ}52'17''$  West a distance of 108.51 feet an angle point;

Thence, South  $82^{\circ}25'14''$  West a distance of 147.40 feet an angle point;

Thence, South  $02^{\circ}37'44''$  East a distance of 261.40 feet an angle point;

Thence, North  $89^{\circ}20'49''$  East a distance of 133.64 feet an angle point;

Thence, South  $00^{\circ}18'16''$  East a distance of 480.03 feet to a point of intersection with the north boundary of the South one-half of the North-East One-Quarter of said Section 20, said boundary being also on the southerly boundary of said lands of SCHEIBER described in Document No. 2008-0033015;

Thence, along said southerly boundary of said lands South  $89^{\circ}34'24''$  West a distance of 2412.46 feet an angle point, said point being on the west boundary of the North-East One-Quarter of said Section 20;

ldo

Thence, leaving said section boundary, said southerly boundary of said lands and continuing along said easterly boundary of said lands of SCHEIBER, being also the west boundary of the North-East One-Quarter of said Section 20, South 00°19'54" East a distance of 1322.74 feet to the southeast corner of said lands of SCHEIBER;

Thence, along the south boundary of said lands South 89°30'35" West a distance of 835.46 feet to a point on the west boundary of said lands of SCHEIBER by Document No. 2008-0033015;

Thence, along the west boundary of said lands of SCHEIBER, North 00°24'41" West a distance of 2231.64 feet to a point;

Thence, leaving said west boundary of said lands of SCHEIBER by Document No. 2008-0033015, North 89°35'19" East a distance of 2005.00 feet to an angle point;

Thence, North 00°31'26" West a distance of 1343.63 feet to the arc of a non-tangent to the left having a radial bearing of South 21°11'22" West;

Thence, along the arc of said non-tangent curve to the left a distance of 1205.86 feet said curve having a central angle of 14°02'22" and a radius of 4921.20 feet;

Thence North 00°27'47" West a distance of 89.26 feet to the south line of the north one-half of the southeast one-quarter of said Section 17;

Thence, along said south line of the north one-half of the southeast one-quarter of said Section 17 North 89°35'26" East a distance of 2663.41 feet to the east line of said Section 17;

Thence, along said east line of said Section 17 South 00°31'26" East a distance of 1322.86 feet to the **Point of Beginning**.

Containing 158.51 Acres, more or less.

APN: a portion of 021-350-007 and 021-262-004

NOTE: The above described lands of the Scheiber Trust is under the Williamson Act Land Conservation Agreement dated February 8, 1972, Recorded February 16, 1972, in Volume 1400, Official Records of Placer County Recorder at page 483, less portions removed by AMENDED LAND CONSERVATION AGREEMENT dated March 21, 1972, Recorded March 27, 1972 in Volume 1409, Official Records of Placer County Reorder at page 168 and following.

See Exhibit "I-1", plat to accompany legal description attached hereto and made a part hereof.

**Excluding there from the following described parcel, as shown on the Plat Maps attached hereto**

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED, FILED AUGUST 25, 2005 AS DOCUMENT NUMBER "2005-0118350", PLACER COUNTY RECORDS, LOCATED IN SECTION 17, TOWNSHIP 12 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, PLACER COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 17, TO WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 89°45'32" EAST A DISTANCE OF 72.72 FEET;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 89°45'32" EAST, A DISTANCE OF 2583.44 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00°27'07" EAST, A DISTANCE OF 1325.67 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF SAID PARCEL;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 89°41'58" EAST, A DISTANCE OF 2663.40 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL,

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00°31'26" EAST, A DISTANCE OF 1294.23 FEET TO A POINT 28.63 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION 17;

THENCE LEAVING SAID EASTERLY LINE, NORTH 51°47'32" WEST, A DISTANCE OF 291.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 4931.48 FEET, THROUGH A CENTRAL ANGLE OF 36°28'30", AN ARC LENGTH OF 3139.42 FEET;

THENCE NORTH 88°16'02" WEST, A DISTANCE OF 1978.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 88.59 FEET, THROUGH A CENTRAL ANGLE OF 87°59'02", AN ARC LENGTH OF 136.04 FEET;

THENCE NORTH 00°17'00" WEST, A DISTANCE OF 224.90 FEET;

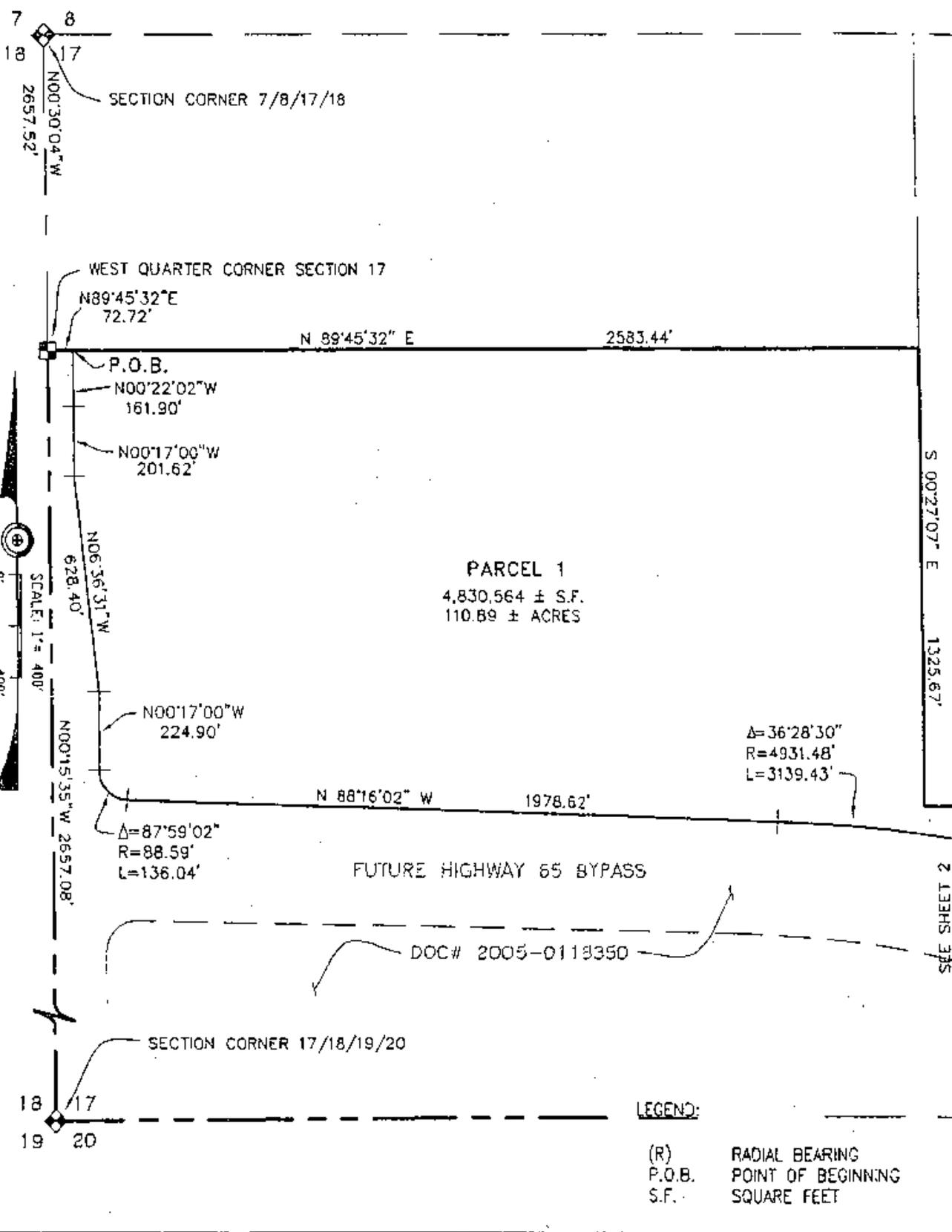
THENCE NORTH 06°36'31" WEST, A DISTANCE OF 628.40 FEET;

THENCE NORTH 00°17'00" WEST, A DISTANCE OF 201.62 FEET;

THENCE NORTH 00°22'02" WEST, A DISTANCE OF 161.90 FEET TO THE POINT OF BEGINNING

CONTAINING 4,830,564 SQ. FT OR 110.89 ACRES, MORE OR LESS,

*SUBJECT TO ALL COVENANTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD*



2657.52'  
N00°30'04"W

SECTION CORNER 7/8/17/18

WEST QUARTER CORNER SECTION 17

N89°45'32"E  
72.72'

N 89°45'32" E

2583.44'

P.O.B.

N00°22'02"W  
161.90'

N00°17'00"W  
201.62'



SCALE: 1" = 400'

N06°36'31"W  
628.40'

N00°17'00"W  
224.90'

N 88°16'02" W

1978.62'

Δ=36°28'30"  
R=4931.48'  
L=3139.43'

Δ=87°59'02"  
R=88.59'  
L=136.04'

FUTURE HIGHWAY 65 BYPASS

DOC# 2005-0118350

SECTION CORNER 17/18/19/20

18 17  
19 20

S 00°27'07" E

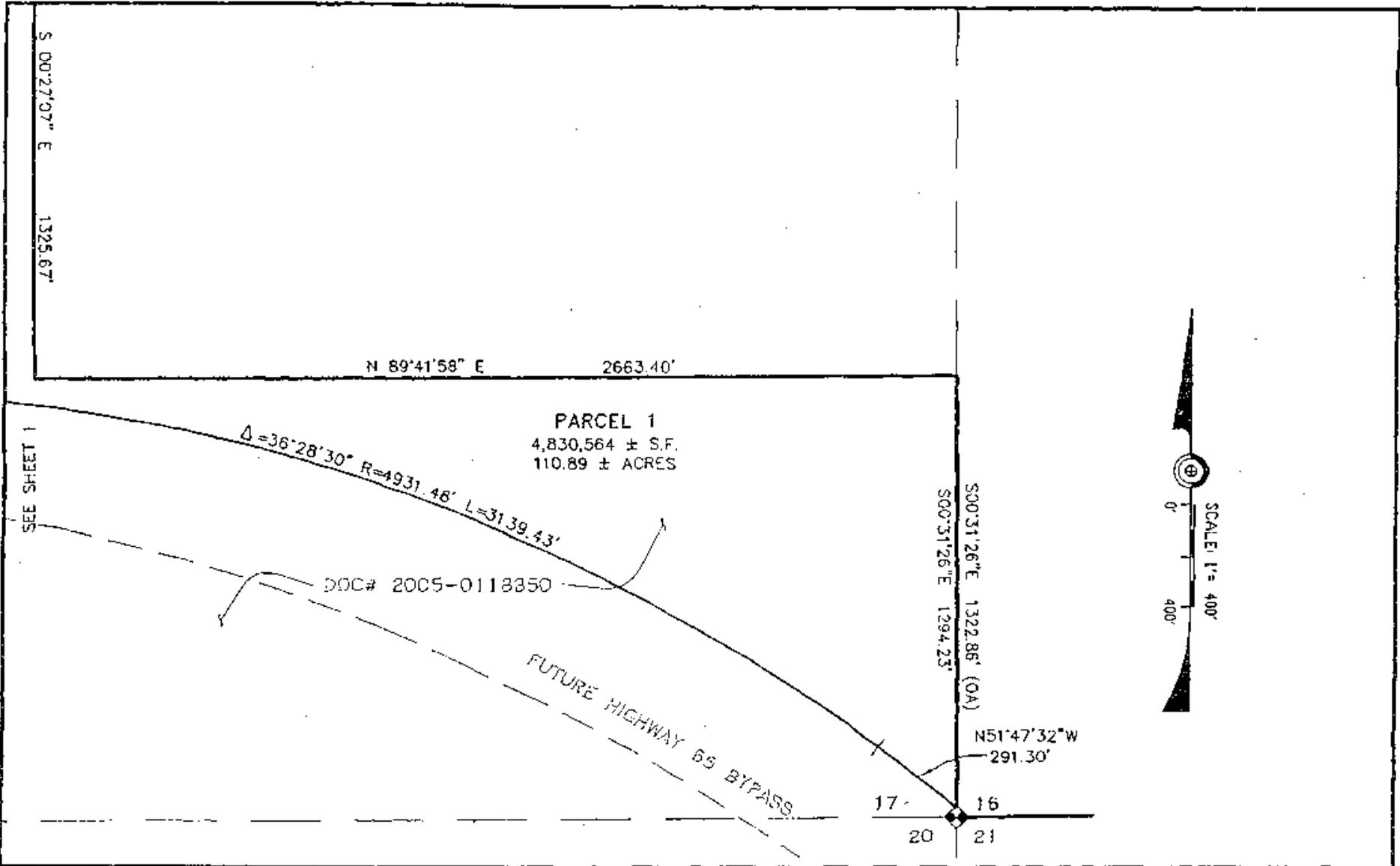
1325.67'

SEE SHEET 2

**FRAYJI**  
DESIGN GROUP, INC.  
CIVIL ENGINEERS • PLANNERS • SURVEYORS

Date:	06-15-06
Job:	FRGO:17-00-01
By:	LC
Sheet:	01
of 02	

70



**LEGEND:**  
 (R) RADIAL BEARING

**FRAYJI**  
 DESIGN GROUP, INC.  
 CIVIL ENGINEERS • PLANNERS • SURVEYORS  
 505 Menlo Drive, Suite A - Rocklin, Ca 95765

Date:	06-21-06
Job:	17DC0101-08
By:	TC
Sheet	02
of	02

71

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

In the matter of: A RESOLUTION AMENDING  
AGRICULTURAL PRESERVE 203

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

\_\_\_\_\_  
Jim Holmes

---

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

Pursuant to the provisions of Government Code Section 51200, et seq., that Agricultural Preserve 203 is hereby amended to include only that property included in the Notice of Partial Nonrenewal recorded on July 12, 2006 with the Placer County Clerk-Recorder as document number 2006-0074348.