



COUNTY OF PLACER
Community Development Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Director, Community Development Resource Agency

DATE: December 14, 2010

SUBJECT: REQUEST TO APPROVE AN AGRICULTURAL PRESERVE AND WILLIAMSON ACT CONTRACT (PAGP 20100326)

ACTION REQUESTED:

The Board of Supervisors is being asked to approve a Resolution to establish an Agricultural Preserve and to execute a Williamson Act contract for a 113-acre ranch in the rural West Lincoln area.

PROJECT DESCRIPTION:

The applicant is requesting approval of an Agricultural Preserve and Williamson Act Contract for three parcels totaling 113 acres, which are located at 2300 Moore Road immediately west of the City of Lincoln City Limits. The three parcels were purchased by Carol Scheiber and Albert Scheiber in 2009 and are farmed in conjunction with several other properties they own that are located to the immediate north of the proposed contract area and total several hundred acres.

BACKGROUND:

Prior to the Scheiber's purchase of the land, the Scheibers leased the subject property from Aitken Farms to graze cattle for their cow-calf operation, which currently includes approximately 175 head of cattle. The properties continue to be utilized for this purpose and may also be hayed in the future.

The property previously included cross fencing and barns, and according to Mr. Scheiber was in somewhat poor condition overall. Just prior to the Scheiber's purchase of the property, a fire destroyed the barns, the electrical service to the property, and much of the cross fencing. In an effort to restore the property for use as 100 percent grazing and for hay production, Mr. Scheiber has removed all remnants of the burned structures, all cross fencing, and miscellaneous trash from the property. He is also currently restoring a damaged well, which is estimated to produce 25 gallons per minute.

ANALYSIS:

Williamson Act Requirements

Placer County's Williamson Act Ordinance requires applicants proposing to establish new Agricultural Preserves to document that existing on-site agricultural operations have produced a minimum gross income of \$4,500 during the year prior to filing an application for preserve and contract. In 2010, the spring grass was cut into windrows as if to prepare the field for machine baling of hay. Instead, the cows were permitted to eat the hay free choice, one section of the field at a time. By comparing the windrows in that field with another field at the far north of the ranch where hay is grown each year, Mr. Scheiber estimates that the subject property would have produced 4,000 bales of hay with each bale wholesaling for approximately \$6.00 (for an estimated gross sales yield of \$24,000). An economic assessment performed by UC Farm Advisor, Roger Ingram, determined that the existing cow / calf operation will exceed the minimum income requirement on a continuous basis. Alternatively, if the property is utilized exclusively for hay production the gross agricultural income would still exceed the minimum annual income requirement of \$4,500.

Pursuant to Williamson Act Section 51230, Agricultural Preserves are required to be at least 100 acres in size. The proposed Agricultural Preserve would total 113 acres and is contiguous with another Agricultural Preserve totaling several hundred acres, thus the minimum requirement is met.

General Plan Consistency

The establishment of agricultural conservation easements is consistent with goals and policies of the Placer County General Plan as they relate to the ongoing conservation and maintenance of agricultural properties for continued agricultural and open space uses. The proposed Agricultural Preserve would be located on properties designated for agricultural uses and creation of an Agricultural Preserve would be consistent with the ongoing maintenance of those properties for such use. Furthermore, the proposed Preserve would be contiguous with other properties enrolled in the Williamson Act.

Agricultural Commission Hearing on Proposed Preserve

On November 8, 2010, Agency staff presented information on the proposed Agricultural Preserve and Williamson Act contract to the Agricultural Commission. The Agricultural Commission concurred with staff's analysis of the proposal and unanimously approved a motion (7:0 with Commissioner Beard and Commissioner Brenner absent) to recommend that the Board of Supervisors approve the Agricultural Preserve and execute a Williamson Act contract for these three parcels.

Fiscal Impact

The Assessor's Office has determined that this proposal would result in a reduction in the total assessed land value of the three parcels from \$720,000 to an estimated \$34,500, which would result in a corresponding decrease in annual property taxes.

CONCLUSION:

Staff has attached one contract and one resolution that, if executed, would establish Agricultural Preserve PAGP 20100326. The resultant contract reflects the property owner's

application submittal and has been determined by the Agricultural Commission to be consistent with the provisions of the California Land Conservation Act and with Placer County requirements for enrollment of property into its Williamson Act program. Staff has prepared findings of fact for approval of the Agricultural Preserve, and for a categorical exemption from CEQA.

RECOMMENDATION:

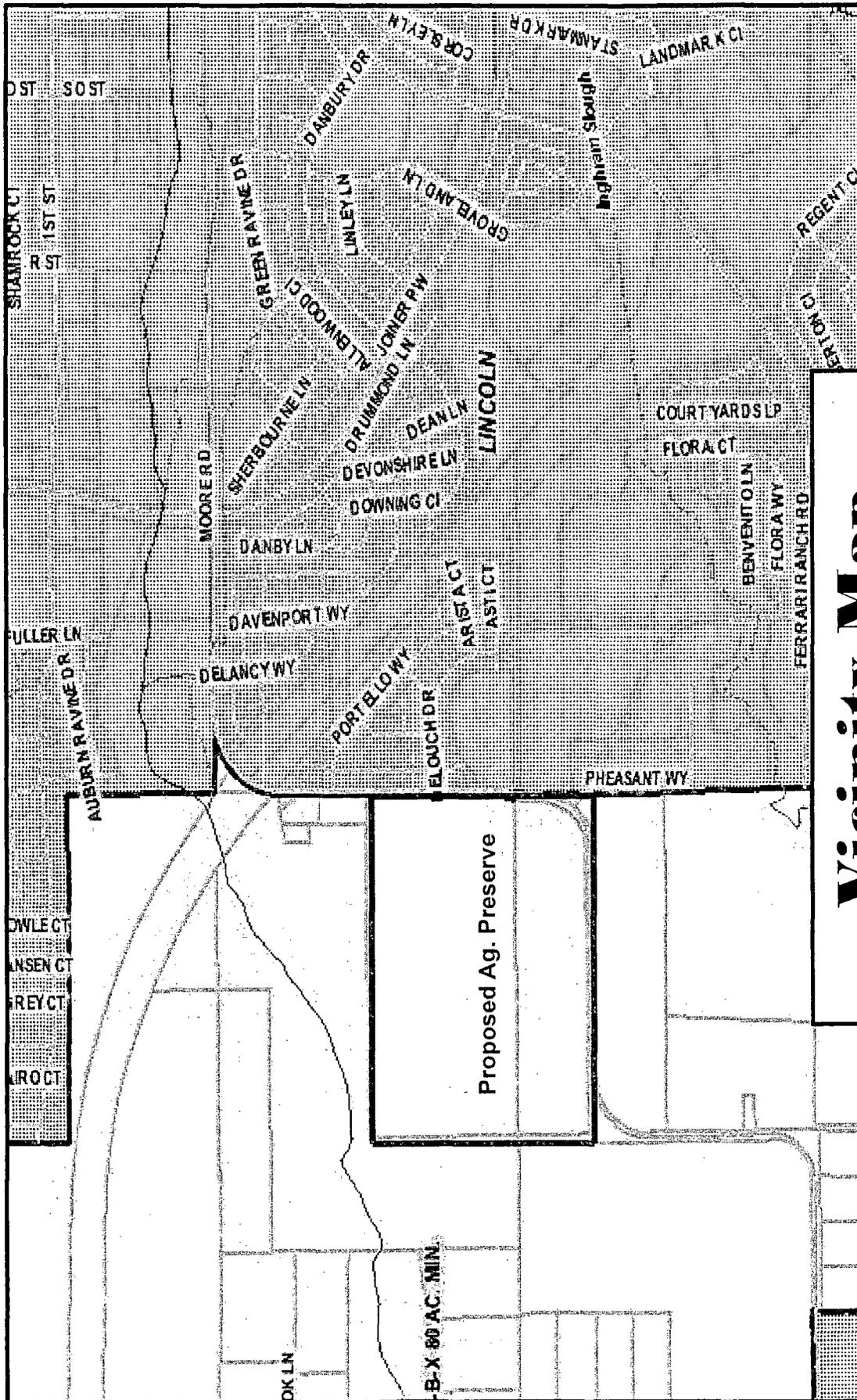
Staff recommends that the Board take the following action:

1. Adopt the Finding in Support of the determination that creation of Agricultural Preserve PAGP 20100326 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 creation of Agricultural Preserve PAGP 20100326 is consistent with the Placer County General Plan.
3. Find that the creation of Agricultural Preserve PAGP 20100326 is consistent with the requirements of the California Land Conservation Act and the Placer County Williamson Act Ordinance.
4. Approve and authorize the Chair to sign the attached resolution to create Agricultural Preserve PAGP 20100326 and execute the attached contract.

ATTACHMENTS:

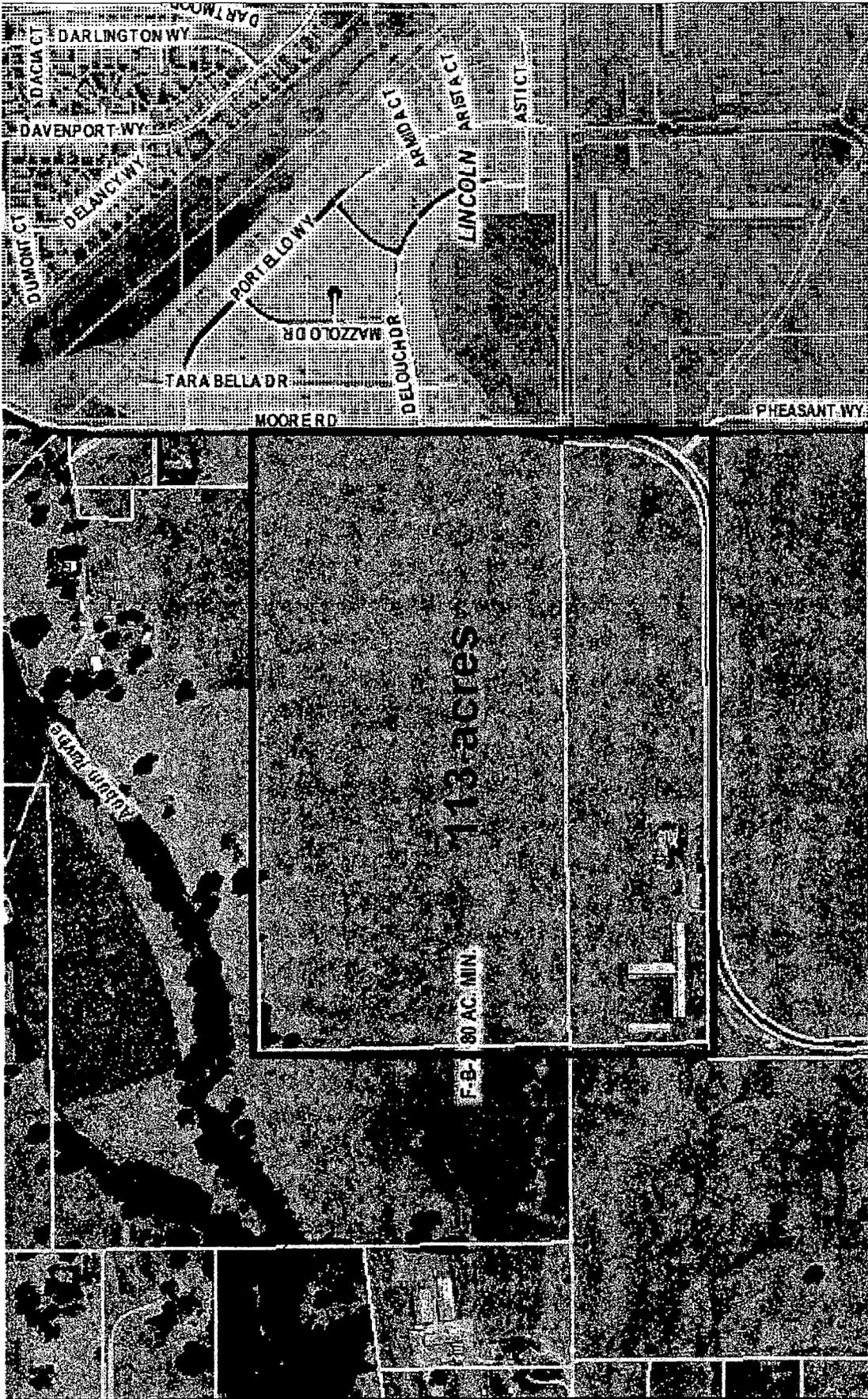
- Exhibit 1: Vicinity Map
- Exhibit 2: Aerial Exhibit of Proposed Preserve
- Exhibit 3: Finding in Support of Categorical Exemption from CEQA and Findings in support of Agricultural Preserve approval
- Exhibit 4: Resolution and Contract creating PAGP 20100326
- Exhibit 5: Agricultural Commissioner's Memo dated November 9, 2010

cc: Joshua Huntsinger, Deputy Agricultural Commissioner
County Assessor
Loren Clark, Assistant Agency Director
Carol Scheiber and Albert Scheiber, Property Owner



Vicinity Map





Aerial Exhibit of Proposed Preserve

FINDINGS OF FACT: PAGP 20100326

CEQA

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

Contract Findings

1. Creation of Agricultural Preserve PAGP 20100326 is consistent with the goals and policies of the Placer County General Plan because this action will result in conservation of the declining supply of valuable agricultural land and will improve the financial viability of Placer County's agricultural economy.
2. Creation of Agricultural Preserve PAGP 20100326 is consistent with the requirements of the California Land Conservation Act and the Placer County Administrative Rules for Williamson Act Lands.

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

In the matter of: A RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE PAGP 20100326

Reso. No: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held December 14, 2010, 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

Kirk Uhler

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

Pursuant to the provisions of Government Code Section 51200, et seq., that an Agricultural Preserve is hereby established on that real property described in the Land Conservation Agreement attached hereto and incorporated herein by reference and illustrated on the 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 20100326

THIS AGREEMENT, made and entered into this 14th day of December, 2010, by and between CAROL SCHEIBER 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, 2011, 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.

OWNER: Carol Ann Scheiber
CAROL ANN Scheiber

Albert Joseph Schiba
Albert Joseph Schieber

(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 PLACER

On 11-17-10 before me, SHELLIE R. FITZHUGH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Carol Ann Scheiber &
Name(s) of Signer(s)
Albert Joseph Scheiber

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

Document Date: 12-14-10 Number of Pages: 5

Signer(s) Other Than Named Above: B.O.S.

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

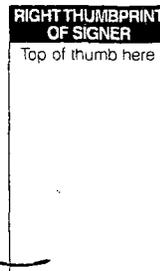
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Recording Requested By
PLACER TITLE COMPANY

And when recorded mail to
CAROL ANN SCHEIBER
ALBERT JOSEPH SCHEIBER
P.O. BOX 47
LINCOLN, CA 95848



PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0053310-00

PLACER TITLE - RECORDING
THURSDAY, JUL 15, 2010 8:00:00
MIC \$3.00 | AUT \$1.00 | SES \$0.00
ERD \$1.00 | RED \$1.00 | REC \$3.00
ADD \$0.00

Ttl Pd \$9.00 Ropt # 02062641
alkbpmlfj1/JC/1-1

Escrow no 101-18707-1D

(Space above this line for Recorder's use)

DEED OF FULL RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust EXECUTED BY CAROL ANN SCHEIBER, A WIDOW AND ALBERT JOSEPH SCHEIBER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY TRUSTOR(S) TO PLACER TITLE COMPANY, A CALIFORNIA CORPORATION TRUSTEE(S) dated July 22, 2009, and recorded INSTRUMENT NO. 2009-0065133-00 on July 24, 2009, of Official Records in the Office of the County Recorder of PLACER County, State of California, has been paid.

NOW THEREFORE, the present Trustee(s) under said Deed of Trust do(es) hereby reconvey unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust.

Dated: July 13, 2010

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION,
Trustee

by: *Julie Pickard*
JULIE PICKARD, ASSISTANT SECRETARY

by: _____

State of CALIFORNIA)
) ss.
County of PLACER)

On JULY 13, 2010 before me, L. Koch Notary Public,

personally appeared JULIE PICKARD, 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.

L. Koch
NOTARY PUBLIC



RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 101-18787-JP
AND WHEN RECORDED MAIL TO

CAROL ANN SCHEIBER AND ALBERT JOSEPH SCHEIBER
P.O. BOX 47
LINCOLN, CA 95848 0



PLACER County Recorder
JIM MCCOULEY
DOC- 2009-0065131-00
Acct: 2-PLACER TITLE
Friday, JUL 24, 2009 12:00:00
REC \$3.00:NET \$3.00:ISSR \$2.00
ERD \$1.00:NET \$1.00:REC \$3.00
TCL Pd \$15.00 Rcpt # 0001858300
baJ/BJ/l-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is disclosed by separate statement City Transfer Tax: \$0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AITKEN FARMS, INC., A CALIFORNIA CORPORATION

~~AMOUNT OF REAL PROPERTY TRANSFER TAXES OR FEES PAID
HEREIN, PLACER COUNTY CODE SECTION 46000~~

Hereby GRANT(S) to CAROL ANN SCHEIBER, A WIDOW AND ALBERT JOSEPH SCHEIBER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, ALL AS JOINT TENANTS

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: July 22, 2009

AITKEN FARMS, INC., A CALIFORNIA CORPORATION

By: *Robert R. Aitken*
ROBERT R. AITKEN, PRESIDENT

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State

STATE OF CALIFORNIA
COUNTY OF Placer

On 7/23/09 before me, Julia E. Pickard Notary Public,
personally appeared Robert R. Aitken

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/hers/their authorized capacity(ies), and that by his/hers/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: Julia E. Pickard
Commission Expiration Date: 1-6-2010



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE
SAME AS ABOVE

Name	Street Address	City & State	Envelopes (per 12000)
------	----------------	--------------	-----------------------

Escrow Number: 101-18787-JP

EXHIBIT "A"

LEGAL DESCRIPTION

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

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 NORTH, RANGE 6 EAST, MDB&M.

APNs: 021-283-006, 021-283-007 AND 021-350-008

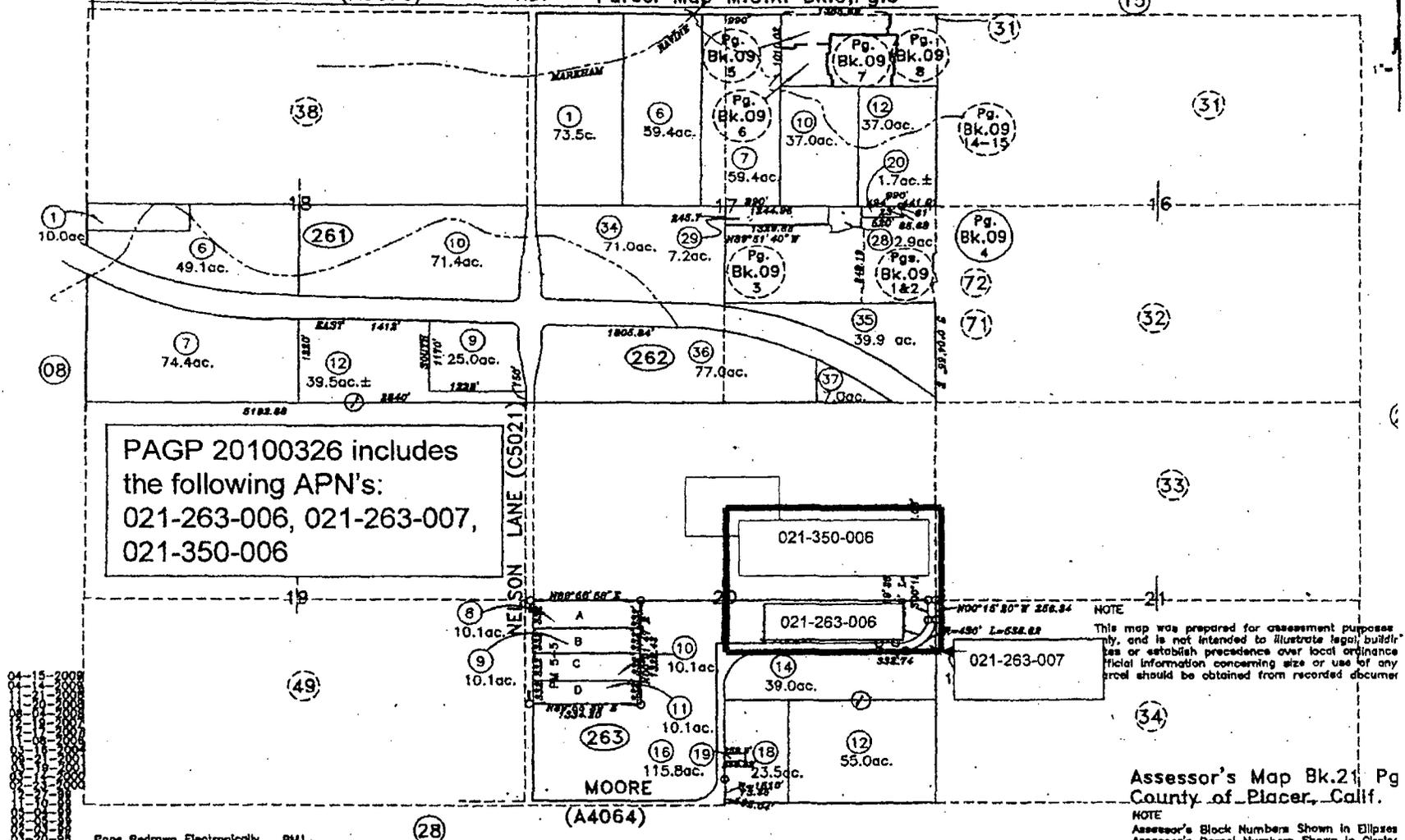
Register 02080

261 262
13 37

NICOLAUS (A5076)

T. 12N. R.6E. M.D.B.&M.
RD. Survey M.O.R. Bk.6, Pg.25
Parcel Map M.O.R. Bk.5, Pg.5

21-



PAGP 20100326 includes the following APN's:
 021-263-006, 021-263-007,
 021-350-006

021-350-006
 021-263-006
 021-263-007

04-15-2008
 03-20-08

Page Redrawn Electronically BMJ

Assessor's Map Bk.21 Pg
 County of Placer, Calif.
 NOTE
 Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Agricultural Preserve PAGP 20100326



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

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

November 10, 2010

TO: Alex Fisch, Planning Department

FROM: Josh Huntsinger, Deputy Agricultural Commissioner

SUBJECT: **Proposed Creation of an Agricultural Preserve and Williamson Act Contract (PAGP 20100326) - Schieber 113 acres (APN 021-263-006, 021-236-007, and 021-350-006)**

During the Agricultural Commission's November 8, 2010 meeting, the Commission voted unanimously, 7-0 (2 members absent), to support a request from Carol and Albert Scheiber to approve an Agricultural Preserve and Williamson Act Contract for three parcels totaling 113 acres, which are located at 2300 More Road immediately west of the City of Lincoln city limits. The three parcels were purchased by the Scheibers in 2009, and are farmed in conjunction with several other properties they own that are located to the immediate north of the proposed contract area and total several hundred acres.

cc: Scheiber Williamson Act File
Placer County Agricultural Commission

Exhibit 5

33

