



**COUNTY OF PLACER**  
**Community Development/Resource Agency**

Michael J. Johnson, Agency Director

**PLANNING  
SERVICES DIVISION**

Paul Thompson, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

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

**DATE:** November 8, 2011

**SUBJECT: AGRICULTURAL PRESERVE AND WILLIAMSON ACT CONTRACT  
(PAGP 20110179 — MARK AND THERESE ADAMS)**

**ACTION REQUESTED:**

The Board of Supervisors is being asked to conduct a public hearing to approve a Resolution to establish an Agricultural Preserve and to execute a Williamson Act contract with Mark and Therese Adams for an existing vineyard and winery on a 20-acre parcel in the rural North Lincoln area.

**BACKGROUND / SETTING:**

The 20-acre property owned by Mark and Therese Adams is located at 340 Fleming Road, one-quarter mile west of the intersection of Fleming Road and McCourtney Road in the rural North Lincoln area (APN 020-143-014). The agricultural use of the property includes 3.25 acres of vineyards (Rancho Roble Vineyards), which are located in the southerly portion of the property near Fleming Road. The property is developed with a single-family residence, a 680 square-foot garage that has been converted to a wine making facility, a small barn, and a mobile home. The property is predominantly characteristic of lower-foothill blue oak woodland and is bisected from east to west by the Doty Canal.

The property includes a quarter-acre syrah vineyard located in the central portion of the property and a three-acre barbera vineyard located adjacent to Fleming Road. The syrah vineyard was established in 1999 and the barbera vineyard was established in 2000. The property includes a large pond that is fed by NID ditch water, which can be used for supplemental irrigation though irrigation water is primarily provided by an on-site well.

The property is bordered by other properties to the northwest and south totaling several hundred acres that are enrolled in the Williamson Act, and is located in an area of the

County that includes a significant number of Williamson Act enrolled properties (see Exhibits 1 and 2).

**ANALYSIS:**

Williamson Act Requirements

Placer County's Williamson Act Ordinance requires applicants proposing to establish new Agricultural Preserves and contracts 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. The winery harvests approximately 12 tons of grapes annually from which it produces approximately 600 cases of estate wines. Gross wine sales in 2010 were \$14,500.

Minimum Area Required for Contract

The minimum contract area required to enter into a Williamson Act contract which qualifies on the basis of a prime agricultural use is 10 acres. Prime agricultural uses include lands planted with fruit or nut bearing trees or vines that have a non-bearing period of five years or less and will return an average gross annual income of at least \$200.00 dollars per acre from unprocessed plant materials. The proposed Williamson Act contract meets this requirement.

Minimum Area Required for Agricultural Preserve

Pursuant to Williamson Act Section 51230, Agricultural Preserves are required to be at least 100 acres in size. Alternatively, the Board may establish Preserves as small as 10 acres upon finding that the establishment of a Preserve less than 100 acres is necessary to preserve the unique characteristics of the agricultural enterprises in the area, and that the establishment of a Preserve less than 100 acres is consistent with the General Plan. The Board may also count the acreage of adjacent Agricultural Preserves as a credit toward the creation this Agricultural Preserve. In this instance, the proposed Agricultural Preserve, the boundaries of which are coterminous with the proposed contract, is adjacent to other Preserves in excess of 100 acres. The Board may count the acreage of adjacent Agricultural Preserves as a credit toward the creation this Agricultural Preserve consisting of less than 100 acres, should it desire to approve this request.

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.

Agricultural Commission Hearing on Proposed Preserve

On July 11, 2011, Agency staff presented information on the proposed Agricultural Preserve and Williamson Act contract to the Agricultural Commission. The Agricultural Commission unanimously approved a motion (7:0 with Commissioner Brenner and Commissioner Perry absent) to recommend that the Board of Supervisors approve the Agricultural Preserve and execute a Williamson Act contract for this property.

**FISCAL IMPACT**

The Assessor's Office has determined that this proposal would reduce the total assessed property value from \$461,817 to an estimated \$341,995, which would result in a corresponding decrease in annual property taxes.

**CEQA DETERMINATION:**

The establishment of an agricultural preserve is exempt from analysis under the California Environmental Quality Act. (CEQA Guidelines Section 15317)

**RECOMMENDATION:**

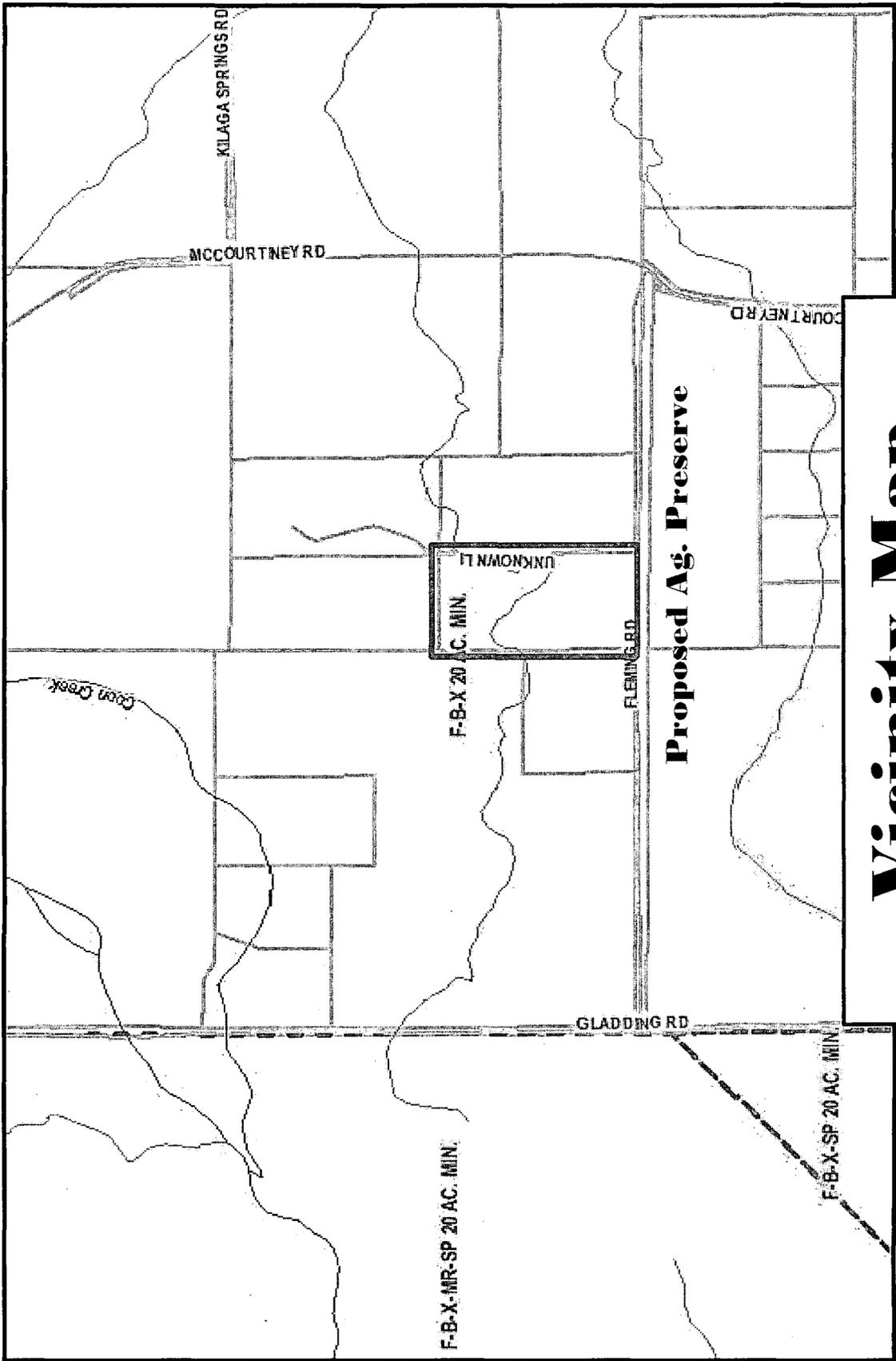
Based upon the foregoing analysis, staff recommends that the Board of Supervisors take the following actions:

1. Find the establishment of Agricultural Preserve PAGP 20110179 is exempt from the provisions of the California Environmental Quality Act under CEQA Guidelines Section 15317 and Section 18.36.190 of the Placer County Code (establishment of agricultural preserves exempt from CEQA).
2. Find the establishment of Agricultural Preserve PAGP 20110179 is consistent with the Placer County General Plan.
3. Find the establishment of Agricultural Preserve PAGP 20110179 is consistent with the requirements of the California Land Conservation Act of 1965 and Article 17.64 of the Placer County Code.
4. Find the Rancho Roble Vineyards represents a unique agricultural enterprise and that the establishment of this Agricultural Preserve consisting of less than 100 acres would preserve the unique agricultural enterprises in the area and that it would be in the public interest.
5. Adopt the resolution to establish Agricultural Preserve PAGP 20110179, attached hereto as Exhibit 3.
6. Approve and authorize the Chair to execute a Land Conservation Agreement with Mark and Therese Adams for PAPG 20110179, in the form attached to Exhibit 3.

**ATTACHMENTS:**

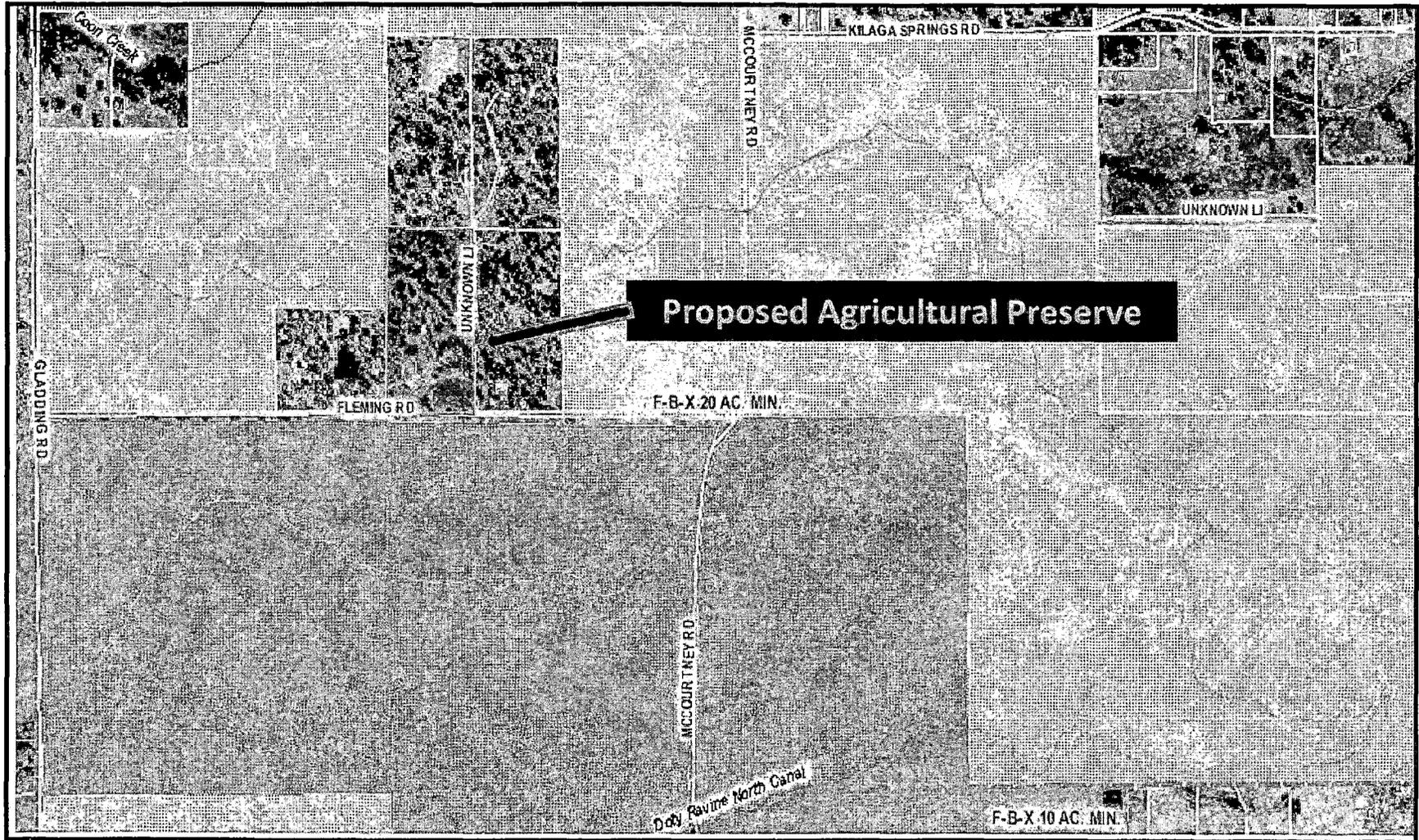
- Exhibit 1: Vicinity Map
- Exhibit 2: Aerial Image of the Proposed Preserve and Adjacent Agricultural Preserves
- Exhibit 3: Resolution establishing PAGP 20110179 with attached Land Conservation Agreement
- Exhibit 4: Agricultural Commissioner's Memo dated July 14, 2011

cc: Joshua Huntsinger, Deputy Agricultural Commissioner  
County Assessor  
Loren Clark, Assistant Agency Director  
Mark and Therese Adams, Property Owner



**Vicinity Map**





Proposed Agricultural Preserve Shown with Surrounding  
Agricultural Preserves

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

**In the matter of: A RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE PAGP 20110179**

Reso. No.: \_\_\_\_\_

**(Rancho Roble Vineyards)**

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, 2011, by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage

\_\_\_\_\_  
Robert M. Weygandt, Chair

ATTEST:

\_\_\_\_\_  
Ann Holman  
Clerk of said Board

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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 the California Land Conservation Act of 1965 (Government Code Section 51200 et seq.) and Article 17.54 of the Placer County Code, 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 that map attached as an exhibit thereto, and

**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 20110179

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of November, 2011, by and between MARK ADAMS and THERESE ADAMS, 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, 2012, 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 Williamson Act Ordinance 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: Mark Adams  
Heidi Adams

(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")

EXHIBIT A

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Mark and Therese Adams  
P. O. Box 850  
Lincoln, CA 95648

MAIL TAX STATEMENTS TO:

Mark and Therese Adams  
P. O. Box 850  
Lincoln, CA 95648



PLACER, County Recorder  
JIM MCCAULEY

DOC- 2004-0170425

Check Number 7740H

Tuesday, DEC 21, 2004 13:39:00

MIC \$3.00 AUT \$1.00 SBS \$0.00

REC \$3.00

T&Pd \$7.00

Nbr-0001205757

rec/DH/1-1

APN: 020-143-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(EXCLUDED FROM REAPPRAISAL UNDER Proposition 13, i.e., Calif. Const. Art 13A § 1 et. seq.)

The undersigned Grantors declare under penalty of perjury that the following is true and correct:  
THERE IS NO CONSIDERATION FOR THIS TRANSFER. Documentary transfer tax is \$0

A creation and transfer solely between spouses, of any co-owner's interest.

GRANTORS: MARK B. ADAMS AND THERESE A. ADAMS, HUSBAND AND WIFE,  
AS JOINT TENANTS

hereby GRANTS to: Mark B. Adams and Therese A. Adams, as community property with  
rights of survivorship.

the following described real property in the County of Placer, State of California, (commonly known as  
340 Fleming Road, Lincoln, CA 95648):

THE WEST HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF  
SECTION 23, TOWNSHIP 13 NORTH, RANGE 6 EAST, M.D.B. & M.

Dated: 12-20-04

Mark B. Adams  
Mark B. Adams

Therese A. Adams  
Therese A. Adams

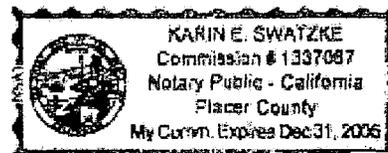
RECEIVED  
MAY 16 2005  
CDRA

State of California )  
County of Placer )

On 12-20-2004, before me, KARINE SWATZKE, Notary Public, personally  
appeared Mark B. Adams and Therese A. Adams, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same in their authorized capacity, and that by their  
signatures on the instrument the persons, or the entity upon behalf of which the persons acted,  
executed the instrument.

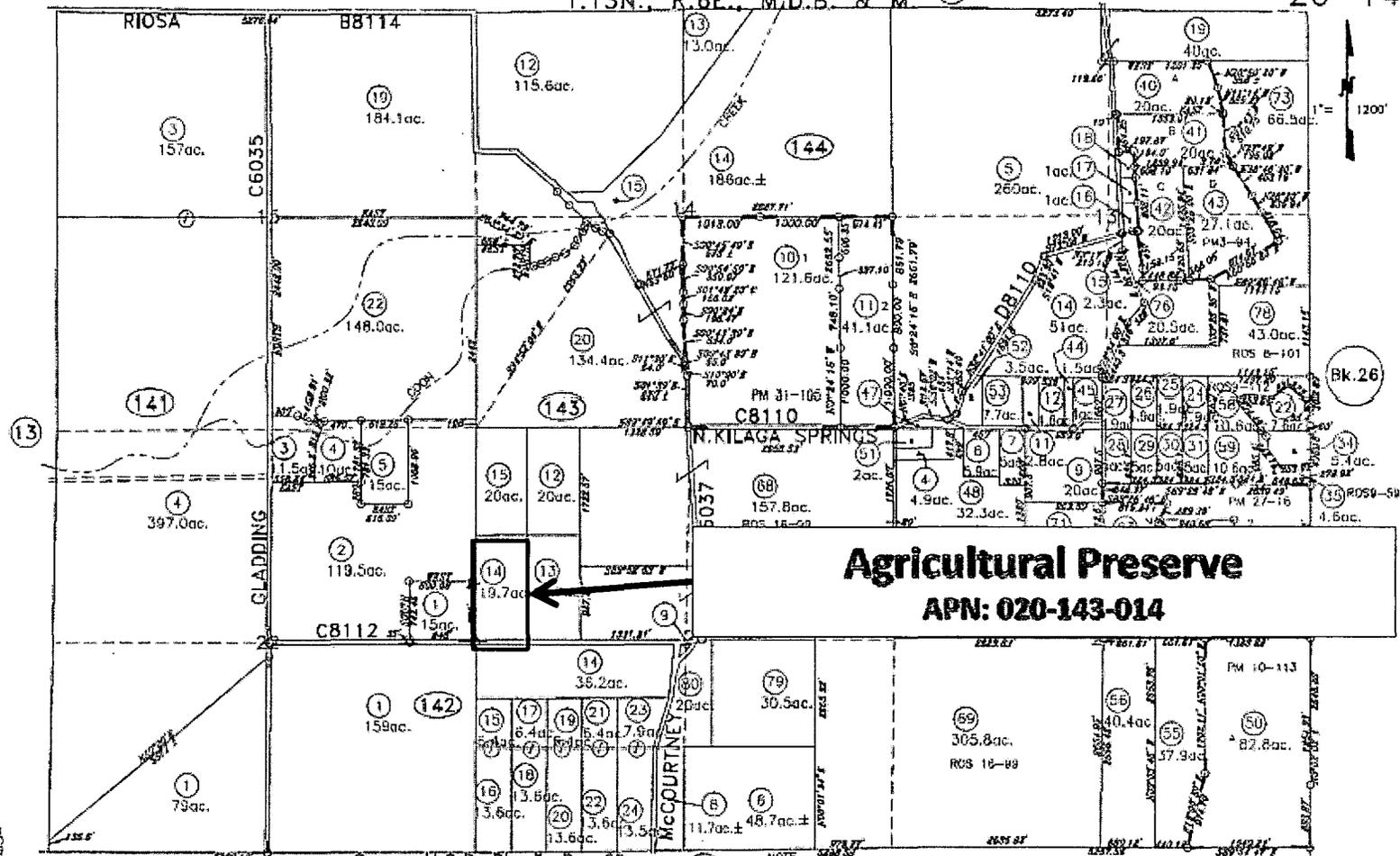
WITNESS my hand and official seal.

Signature: Karine Swatzke



T.13N., R.6E., M.D.B. & M

20-14



**Agricultural Preserve**  
**APN: 020-143-014**

Parcel M.O.R. Bk. 10, Pg. 13  
 Parcel M.O.R. Bk. 23, Pg. 66

Survey M.O.R. Bk. 3, Pg. 60  
 Survey M.O.R. Bk. 8, Pg. 101

NOTE  
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building

Assessor's Map Bk. 20 Pg. 14

# Agricultural Preserve PAGP 20110179



PLACER COUNTY DEPARTMENT OF  
AGRICULTURE  
WEIGHTS AND MEASURES

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

Joshua P. Huntsinger  
Agricultural Commissioner/  
Sealer of Weights and Measures

July 14, 2011

TO: Placer County Board of Supervisors

FROM: Josh Huntsinger, Agricultural Commissioner/Sealer

SUBJECT: **Williamson Act Contract, Rancho Roble Vineyards (New Contract)**

During the Agricultural Commission's July 11, 2011 meeting, the Commission voted 7-0, (two members absent), to recommend the Board of Supervisors approve a new Williamson Act contract, for Rancho Roble Vineyards. The contract would consist of one parcel: APN 020-143-014 consisting of 20 acres located at 340 Fleming Road in Lincoln. The property is located one-half mile west of the intersection of Fleming Road and McCourtney Road and approximately seven miles north of Lincoln. The property is zoned Farm combining minimum Building site of 20 acres and is designated as Agriculture/Timberland in the Placer County General Plan.

The 20 acre property includes a 3.25 acre vineyard consisting of Syrah and Barbera wine grapes, which were planted in 1999 and 2000 respectively. The property also includes a large pond fed by NID irrigation water to be used for irrigation supplemental to the primary irrigation well on site, as well as a 680 square foot garage that has been converted into a wine-making facility. The applicant reports that the vineyard yields an average of 12 tons of grapes annually from which 600 cases of wine are produced. Rancho Roble Vineyards' gross wine sales in 2010 were \$14,500.

The Agricultural Commission discussed the Placer County Administrative Rules for Williamson Act contracts that requires a minimum of 100 acres unless the subject property is "adjacent to other parcels subject to land contracts, so that the total area of contiguous parcels subject to contract is 100 acres or more." In this instance, the proposed Agricultural Preserve is adjacent to other Preserves in excess of 100 acres, so that the area of contiguous parcels subject to Williamson Act contract is more than 100 acres.

The Agricultural Commission believes that it is in the public interest to continue to support local agriculture that contributes to the County's economic base, provides working open space, and

builds on the rural character of county. Based upon the discussion and evaluation of the relevant information, the Agricultural Commission voted unanimously to recommend support for Mark and Therese Adams' Williamson Act contract request for their property known as Rancho Roble Vineyards.

**Action Requested:**

Approve a Williamson Act contract for Rancho Roble Vineyards that would consist of parcel: APN 020-143-014 (20.0 acres) located at 340 Fleming Road, Lincoln, CA 95648.

cc: Placer County Agricultural Commission  
Placer County Planning Department  
Mark and Therese Adams

