



COUNTY OF PLACER
Community Development/Resource Agency

PLANNING
SERVICES DIVISION

Michael J. Johnson, AICP
Agency Director

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael J. Johnson, AICP Agency Director
DATE: December 10, 2013
SUBJECT: REQUEST TO APPROVE AN AGRICULTURAL PRESERVE AND WILLIAMSON ACT CONTRACT (PAGP 20130188)

ACTION REQUESTED

The Board of Supervisors is being asked to approve a resolution to divide an existing 165-acre Agricultural Preserve (AGP 145) in order to place a 79-acre portion of the Preserve into a new Agricultural Preserve and Williamson Act Contract. The property is located in rural Granite Bay.

PROJECT DESCRIPTION

The applicants request approval to split the 79-acre parcel from the remainder of Agricultural Preserve 145 in order to place this parcel under its own Williamson Act Contract. The establishment of an independent contract is proposed in order to accomplish a number of objectives related to the current and future disposition of the property for agricultural production. Principal among those objectives is the ability to transfer the property to a new owner that will continue to utilize the property for commercial agricultural uses and to facilitate establishment of a new home site residence for the owner/manager of the agricultural operation.

BACKGROUND

This 79-acre parcel is one of four parcels currently enrolled in the Placer County Williamson Act Program as Agricultural Preserve 145, more commonly known as the Rickey Ranch. The 165-acre ranch has been enrolled in the Placer County Williamson Act Program since 1971 and has historically been farmed as a single agricultural unit producing beef cattle and wine grapes, and more recently has added production of strawberries, pumpkins, honey and firewood harvesting and sales.

Following the 2010 passing of the ranch patriarch Walter Rickey, the properties comprising the ranch were distributed to the Trustees of Mr. Rickey's estate. As a consequence, it has become necessary to separate this 79-acre parcel from the historic Agricultural Preserve in order to place this parcel within its own Williamson Act Contract and to facilitate development of a single housing unit for onsite agricultural management.

ANALYSIS

Current and Historic Grazing Conditions

The property is perimeter fenced and has historically been used as pastureland for seasonal and irrigated cattle grazing on a continuous basis. The parcel is served by three miners inches of water

from the Placer County Water Agency and includes three stock ponds that are fed by seasonal runoff and irrigation. Historically, the property has been continuously grazed for beef cattle production and calving. For the first eight months of 2013, a total of 18 cattle were grazed on the property including 13 cows and five calves. In the past, up to 30 head of cattle were grazed on the Preserve.

The owners are currently engaged in discussions with livestock producers and irrigation specialists to assess the condition of existing fencing and irrigation, and to make repairs in order to improve the grazing conditions and productivity of this parcel. Following repairs to the irrigation system and fencing it is expected that the property will be able to support an adult herd of 20-30 cattle with up to 15 calves produced annually.

Repairs are scheduled to be completed near term to enable placement of cattle on the property at the beginning of 2014 following the termination of a prior lease arrangement that ran until September 2013. The owners are currently engaged in discussions with at least one livestock producer that has a strong interest in leasing the site. The lease rate is proposed at \$25 per acre, and the lease would be continued with a new ownership if the property can be placed into its own Agricultural Preserve and be sold.

Honey

The property includes beehives for production of honey. Approximately 100-200 jars of honey are supplied to the owners annually as site rent, which is then sold at a roadside agricultural stand. The beehives currently remain on the property and it is expected that a similar arrangement can be made with the next property owner.

Firewood

The property has recently produced firewood from damaged and downed trees, which are bucked and sold on the roadside. Firewood sales are expected to continue into the future due to the number of damaged and downed trees that need to be cleared to improve grazing conditions.

Future Agricultural Improvement Potential

Following a buyer's acquisition of the property it is possible that other agricultural improvements could be made, such as those anticipated under a prior sale arrangement that did not go through. Under the prior arrangement it was anticipated that up to 10-acres of the property would be developed for mandarin orchards, vineyards, or other specialty fruit crops.

The parcel is served by three miners inches of water from the Placer County Water Agency and includes three stock ponds. The current property owners are completing repairs and enhancements to existing water storage ponds and water supply delivery systems (above ground pipe delivery) in order to increase year-round grazing potential on the property. Improvements to the existing water supply and storage could also be incrementally improved to develop micro sprinkler and drip irrigation systems to irrigate orchard and vineyard crops if they are established in the future.

FARM ADVISOR'S ANALYSIS

The Placer County Farm Advisor prepared an economic analysis of the past, current and future agriculture use and productivity of the proposed contract area and presented those findings to the Agricultural Commission at the Commission's October meeting. The Farm Advisor has determined that the proposed 79-acre Agricultural Preserve has met the minimum requirements of a stand-alone Williamson Act Contract over the preceding years and that a continuation of like agricultural uses on this property now and into the future would continue to meet Placer County Williamson Act

requirements for an independent contract and Agricultural Preserve because it would be able to meet or exceed the minimum gross annual income requirement of \$4,500. In addition, the Farm Advisor determined that the property has the potential to enhance its agricultural use into the future and that the creation of an independent contract would foster additional agricultural improvement of the property.

GENERAL PLAN CONSISTENCY

The establishment of agricultural conservation easements is consistent with goals and policies of the Placer County General Plan and the Granite Bay Community Plan as they relate to the ongoing conservation and maintenance agricultural properties for continued agricultural and open space uses.

AGRICULTURAL COMMISSION HEARING

On October 21, 2013, Planning Division staff and the Farm Advisor presented information on the proposed Agricultural Preserve and Williamson Act Contract to the Agricultural Commission. The Agricultural Commission concurred with the analyses presented by staff and unanimously approved a motion (8-0 with Commissioner Macon absent) to recommend that the Board of Supervisors approve the division of this Agricultural Preserve and execute a new Williamson Act Contract for this property.

In making its findings, the Agricultural Commission specifically found that the establishment of this parcel as an independent Agricultural Preserve would be consistent with the Placer County General Plan policies pertaining to agricultural preservation, and that in absence of an independent Williamson Act Contract the parcel would be subject to development pressure. The Commission further found that the establishment of this Agricultural Preserve consisting of less than 100 acres would preserve the unique agricultural characteristics and agricultural enterprises in the area because the variety of historic, current and future contemplated agricultural uses of this property would result in diversified income streams derived from the variety of agricultural enterprises. The Commission further found that the location of this Preserve adjacent to the historic Agricultural Preserve would help to maintain the viability of these properties for continued agricultural production.

FISCAL IMPACT

This property is currently enrolled in the Placer County Williamson Act Program. Placement of this property into a new contract would have no fiscal impact.

CONCLUSION

Staff has attached one contract and one resolution that, if executed, would establish Agricultural Preserve PAGP 20130188. 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 20130188 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 20130188 is consistent with the Placer County General Plan and the Granite Bay Community Plan.
3. Find that the creation of Agricultural Preserve PAGP 20130188 is consistent with the requirements of the California Land Conservation Act and the Placer County Williamson Act Ordinance.
4. Find that the establishment of this Agricultural Preserve consisting of less than 100 acres would help to preserve the unique agricultural characteristics and enterprises of this property.
5. Approve and authorize the Chair to sign the attached resolution to create Agricultural Preserve PAGP 20130188 and execute the attached contract.

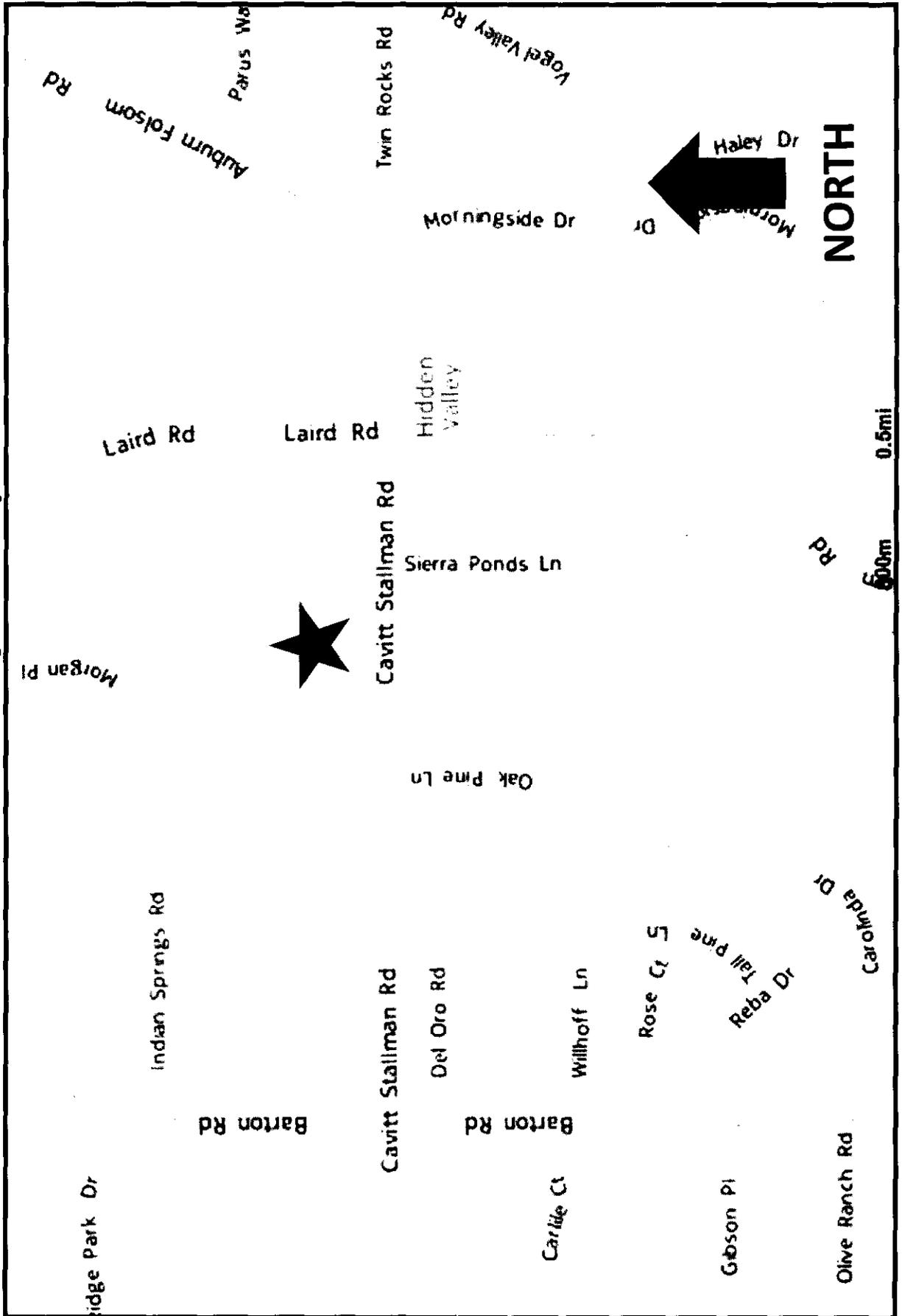
Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

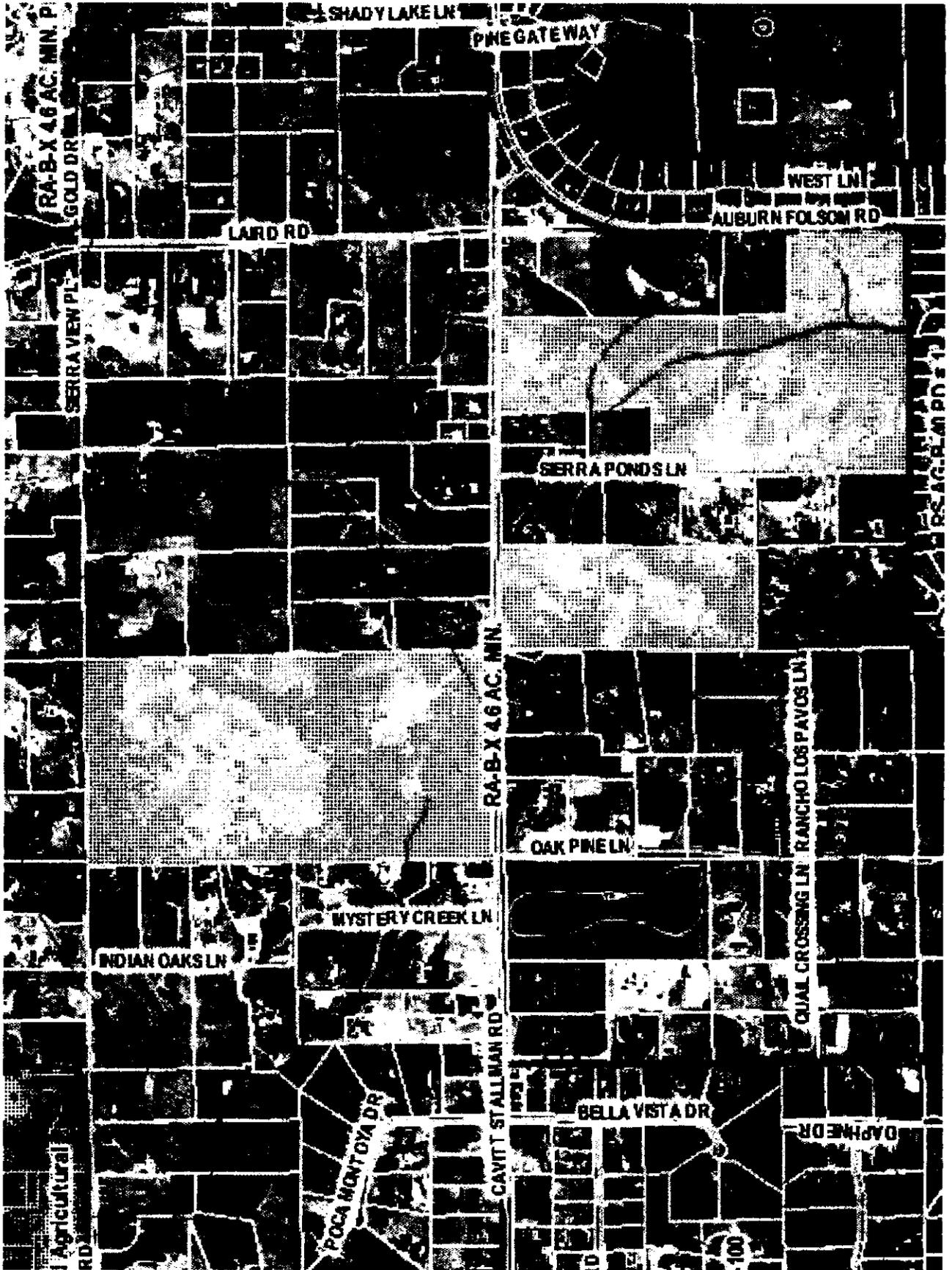
- Exhibit 1: Vicinity Map
- Exhibit 2: Aerial Exhibit of Existing Preserve
- Exhibit 3: Aerial Exhibit of Proposed Preserve
- Exhibit 4: Finding in Support of Categorical Exemption from CEQA and Findings in support of Agricultural Preserve approval
- Exhibit 5: Resolution and Contract creating PAGP 20130188
- Exhibit 6: Agricultural Commissioner's Memo dated October 23, 2013

cc: Joshua Huntsinger, Agricultural Commissioner
Karin Schwab, County Counsel
County Assessor
Property Owner

Vicinity Map



Existing Agricultural Preserve (AGP 145)



Proposed New Agricultural Preserve



FINDINGS OF FACT: PAGP 20130188

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).

Preserve Findings

1. Creation of Agricultural Preserve PAGP 20130188 is consistent with the goals and policies of the Placer County General Plan and the Granite Bay Community 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 20130188 is consistent with the requirements of the California Land Conservation Act and the Placer County Williamson Act Ordinance.
3. This establishment of this Agricultural Preserve consisting of less than 100 acres will preserve the unique agricultural characteristics and agricultural enterprises in the area because the variety of historic, current and future contemplated agricultural uses will result in diversified income streams derived from the variety of agricultural enterprises conducted on this property. In addition, the location of this Agricultural Preserve is adjacent to another Agricultural Preserve and the two Preserves together total more than 100-acres.
4. It is in the public interest to approve this Agricultural Preserve, which will contribute to the County's economic base by continuing to provide working open space and will contribute to the maintenance of the rural character of the County.

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

**In the matter of: A RESOLUTION ESTABLISHING Reso. No:
AGRICULTURAL PRESERVE PAGP 20130188**

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 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.

BE IT FURTHER RESOLVED that the Chairman be authorized to sign said Agreement.

EXHIBIT A

RECORDED BY COUNTY OF PLACER

Return to:

Placer County Planning Services Division
Planning Commission Clerk
3091 County Center Drive
Auburn, CA 95603

LAND CONSERVATION AGREEMENT - PAGP 20130188

THIS AGREEMENT, made and entered into this 7th day of November, 2013, by and between MARCIA AMANT, CELIA SERTICH and ROBERT SERTICH, 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, 2014, 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: Marcia Amant
OWNER: Celia Antich
OWNER: Robert J. Antich

(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")

Legal Description

The real property in the County of Placer, State of California, described as:

The East half of the Southwest quarter of Section 27, Township 11 North, Range 7 East,
M.D.B.&M.

APN:035-050-005

POR. S.1/2 SEC.27, T.11N., R.7E., M.D.B.&M.

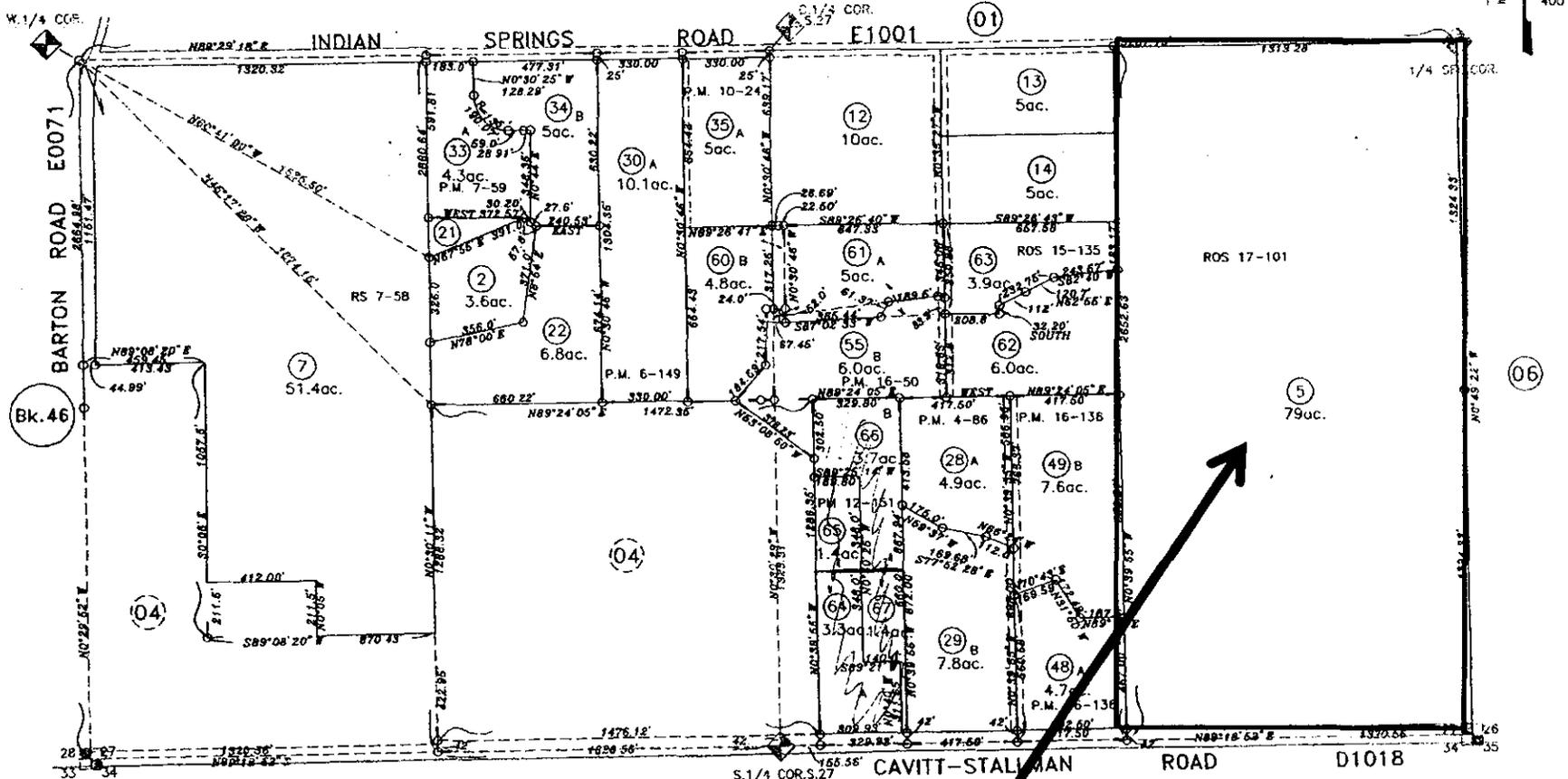
35--05

Survey M.O.R. Bk. 1, Pg. 84
Survey M.O.R. Bk. 3, Pg. 62
vey M.O.R. Bk. 4, Pg. 49

Parcel Map M.O.R. Bk. 6, Pg. 149
Parcel Map M.O.R. Bk. 7, Pg. 59
Parcel Map M.O.R. Bk.

Survey M.O.R. Bk. 7, Pg. 58
Parcel Map M.O.R. Bk. 16, Pg. 50, 72571
Poca Monfoya Estates M.O.R. Bk. K, Pg. 32
Parcel Map M.O.R. Bk. 16, Pg. 136, P-73354
Survey M.O.R. Bk. 17, Pg. 101, 2467

Survey Map M.O.R. Bk. 15, Pg. 135, 2038



NOTE
All distances on curved lines are chord measurements.

D2-14-2007
04-12-2000 RNP/JAC
Electronically Redrawn

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.35 Pg.05
County of Placer, Calif.

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles

Proposed Agricultural Preserve and Contract Area

ZD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer)

On 11/18/13 before me, MARIA PALMER ^{Notary Public}
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Marcia Amant

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.



Maria Palmer (SEAL)
NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Land Conservation Agreement

DATE OF DOCUMENT 11/18/13 NUMBER OF PAGES 6

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer)

On 11/18/13 before me, MARIA PALMER ^{NOTARY PUBLIC}
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Celia Sertich

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] (SEAL)
NOTARY PUBLIC SIGNATURE



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SIGNER'S NAME _____ SIGNER'S NAME _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer)

On 11/15/13 before me, MARIA PALMER ^{NOTARY} _{PUBLIC}
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, ROBERT T SERTICH

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] (SEAL)
NOTARY PUBLIC SIGNATURE



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SIGNER'S NAME _____ SIGNER'S NAME _____

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

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

TO: Alex Fisch, Planning Services Division, CDRA

FROM: Josh Huntsinger, Agricultural Commissioner

DATE: October 23, 2013

SUBJECT: Placer County Agricultural Commission Recommendation Regarding
PAGP 20130188 – Request to Divide Agricultural Preserve 145 in Order to
Create a New Preserve and Contract

On October 21, 2013, the Placer County Agricultural Commission voted unanimously (8-0, 1 absent) to support Marcia Amant and Robert and Celia Sertich's request to separate their 79 acre portion (APN 035-050-005) of Agricultural Preserve 145 from the original parent contract, and simultaneously enter into a new contract for an Agricultural Preserve on their property.

During the hearing, the commission heard testimony from Planning staff, the county's Farm Advisor, and the applicant regarding the current agricultural production on site, potential for future agricultural infrastructure improvements, and the applicant's commitment to keep the property in agricultural production.

At the conclusion of the hearing, the commission voted to support the applicant's request, and advise the Placer County Board of Supervisors regarding three findings made by the commission:

1. The establishment of the proposed Agricultural Preserve is consistent with the Placer County General Plan.
2. The establishment of the proposed Agricultural Preserve consisting of less than 100 acres would preserve the unique characteristics of the agricultural enterprises in the area including diversified income streams resulting from a variety of agricultural enterprises carried out on the same property. The original Agricultural Preserve was historically utilized in this manner, featuring everything from wine grapes to honey production, cattle, strawberries and pumpkins. The applicants have indicated that they intend to continue this diversified approach starting with cattle and honey production, eventually

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EXHIBIT 6

followed by other high value orchard or vineyard crops.

3. Staff was directed to prepare a report to the Board of Supervisors detailing the Agricultural Commission's recommendation that the Board approve a Resolution to establish an Agricultural Preserve and authorize the new Williamson Act Contract.

