



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

Michael J. Johnson, AICP  
Agency Director

**PLANNING  
SERVICES DIVISION**

EJ Ivaldi, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael J. Johnson, AICP  
Agency Director

By: Alex Fisch, Senior Planner

**DATE:** December 9, 2014

**SUBJECT: REQUEST TO APPROVE AN AGRICULTURAL PRESERVE AND  
WILLIAMSON ACT CONTRACT**

**ACTION REQUESTED**

Adopt a Resolution to divide an existing 1,430-acre Agricultural Preserve (AGP 18) in order to place a 242-acre portion into a new Agricultural Preserve and Williamson Act Contract. The property is located in the Pleasant Grove area of Western Placer County.

**PROJECT DESCRIPTION**

The applicant, Robert Koshman, requests approval to split two parcels totaling 242-acres from the remainder of Agricultural Preserve 18 in order to create a new 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 to enable the construction a single-family residence on the new contract area for the owner or a manager, which would enable improved land management, increased crop production, and decreased labor costs.

**BACKGROUND**

Agricultural Preserve 18 consists of 20 parcels totaling 1,430 acres. The ranch has been enrolled in the Placer County Williamson Act Program since 1971 and was farmed as a single agricultural unit until the passing of the patriarch, Alex Koshman, in 1994. Following the passing of Mr. Koshman, the estate assets were distributed to family members, several of whom still own and farm these properties including Robert Koshman, the son of Alex Koshman. Other portions of the preserve have been sold to unrelated third-parties, such as the Tsakopoulos Family Partnership, which maintains portions of the preserve under its ownership for agricultural and open space purposes.

**ANALYSIS**

*Agricultural Uses*

A 60-acre portion of the site is laser-leveled and improved with levees and water delivery canals for rice production, which is not in production this year due to the historic drought conditions. This portion of the contract area is served by the South Sutter Water District and has rights to approximately 10-acre feet

of water per year, though total available supply varies year-to-year based on District supply availability. An agricultural well is also located on the property for backup water supply.

The remaining 182-acres are leased to a third-party who grazes 100 to 200 head of cattle on a year-round basis. The property is fenced and cross-fenced, and good grazing conditions are found on a year-round basis due to natural flooding conditions that occur on this portion of the property, which is adjacent to a seasonal stream.

Should the creation of this new Agricultural Preserve be approved, a single-family residence could be constructed on the preserve, which would enable Mr. Koshman to improve his labor supply and on-site management, and may facilitate transition to higher value crops such as almonds or walnuts.

#### *Farm Advisor's Analysis*

The Placer County Farm Advisor reviewed this proposal for compliance with Placer County Williamson Act minimum income requirements. The Farm Advisor determined that the average gross annual income currently produced from these properties would exceed \$4,500, the minimum gross annual income required to qualify for a new Williamson Act Contract. Therefore these two parcels would qualify as an independent stand-alone agricultural unit.

#### *General Plan Consistency*

The establishment of agricultural conservation easements is consistent with goals and policies of the Placer County General Plan as the easements promote the ongoing conservation and maintenance of agricultural properties for continued agricultural and open space uses.

#### *Agricultural Commission Hearing on Proposed Preserve*

On November 10, 2014, Planning Division staff 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 (5-0-4-0, with four Commissioners absent) to recommend that the Board of Supervisors approve the division of this Agricultural Preserve and execute a new Williamson Act Contract for these properties.

In making its recommendation, the Agricultural Commission found that the establishment of these properties as an independent Agricultural Preserve would be consistent with the Placer County General Plan policies pertaining to agricultural production. In addition, the Commission 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.

#### **CEQA COMPLIANCE**

Establishment of Agricultural Preserve PLN14-00056 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)

#### **FISCAL IMPACT**

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

#### **RECOMMENDATION**

Adopt a Resolution creating Agricultural Preserve PLN-00056 and authorize the Chair to execute the attached Williamson Act Contract based on the following findings:

- A. Creation of Agricultural Preserve PLN14-00056 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).

- B. Creation of Agricultural Preserve PLN14-00056 is consistent with the goals and policies of the Placer County General Plan because this action will conserve the declining supply of valuable agricultural land and will improve the financial viability of Placer County's agricultural economy.
- C. Creation of Agricultural Preserve PLN14-00056 is consistent with the requirements of the California Land Conservation Act and the Placer County Williamson Act Ordinance.
- D. Creation of this Agricultural Preserve is in the public interest as it 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.

#### **ATTACHMENTS**

- Exhibit 1: Vicinity Map
- Exhibit 2: Aerial Exhibit of Proposed Preserve
- Exhibit 3: Agricultural Commissioner's Memo dated November 13, 2014
- Exhibit 4: Resolution and Contract creating PLN-00056

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



# Vicinity Map



Aerial Image of Proposed Agricultural Preserve



**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:** November 13, 2014

**SUBJECT:** Placer County Agricultural Commission Recommendation Regarding  
PLN14-00056 – Request to Divide Agricultural Preserve 18 in Order to  
Create a New Preserve and Contract

On November 10, 2014, the Placer County Agricultural Commission voted unanimously (5-0, 4 absent) to support Robert Koshman's request to separate a 242 acre portion (APN 021-060-006-510, 021-060-009-000) of Agricultural Preserve 18 from the original parent contract, and simultaneously enter into a new contract for an Agricultural Preserve on the property.

During the hearing, the commission heard testimony from Planning staff 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 findings made by the commission:

1. The establishment of the proposed Agricultural Preserve is consistent with the Placer County General Plan.
2. 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 divide the existing Agricultural Preserve, establish a new Agricultural Preserve and authorize the new Williamson Act Contract.

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

**In the matter of:**  
A RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE PLN14-00056

Reso. No. 2014-\_\_\_\_\_

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.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

**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.

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 – PLN-00056

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of December, 2014, by and between ROBERT KOSHMAN, 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, 2015, 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: \_\_\_\_\_

(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:

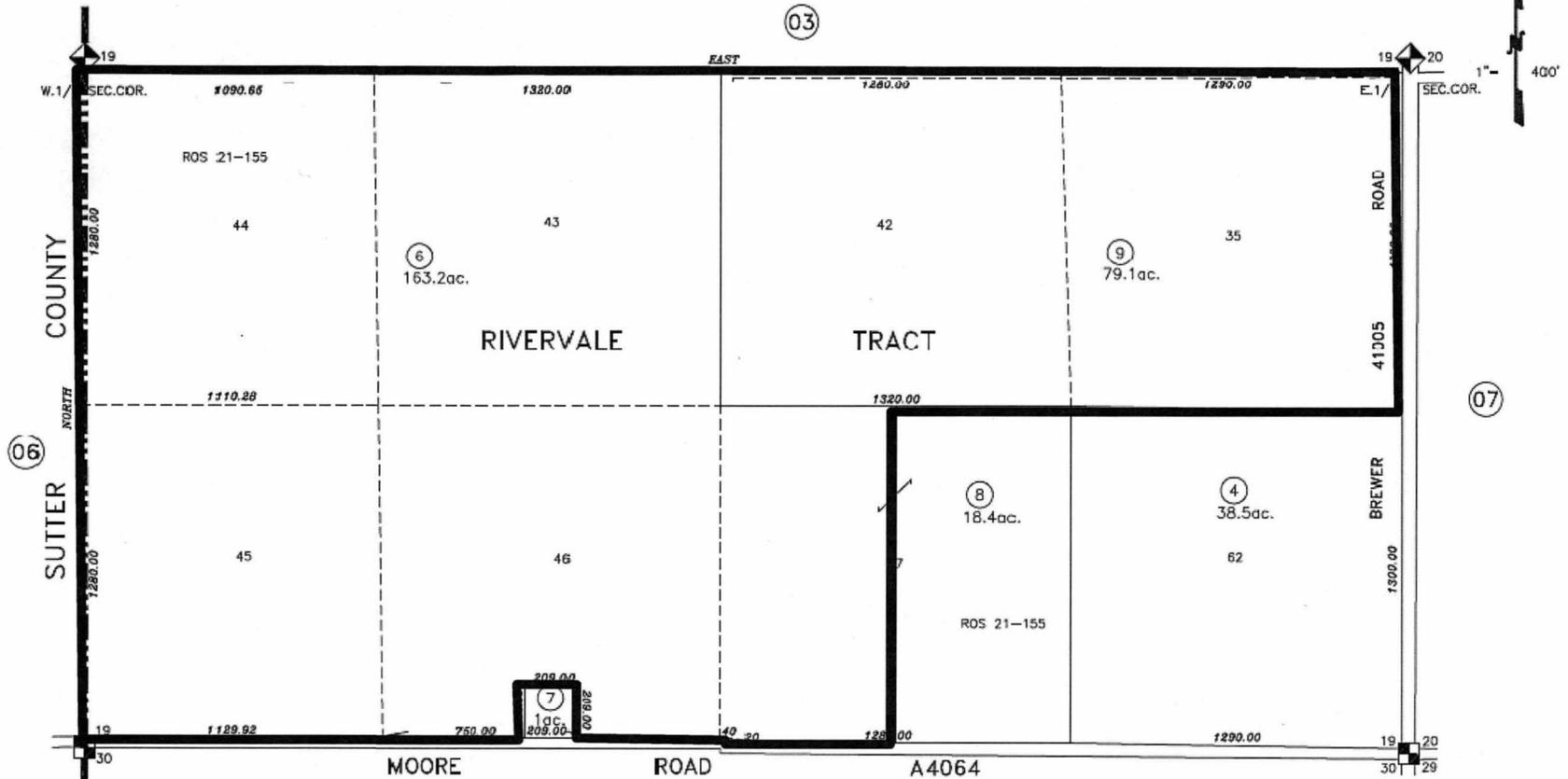
Clerk of the Board of Supervisors of the County of Placer, State of California

By: \_\_\_\_\_  
Clerk of the Board

(Attach EXHIBIT "A")

S.1\2 SEC.19 T.12N., R.5E., M.D.B.&M.  
 Rivervale Tract M.O.R. Bk. C, Pg. 65

21-06



Survey M.O.R. Bk. 21, Pg. 155, # 3163

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.21 Pg.06  
 County of Placer, Calif.

NOTE

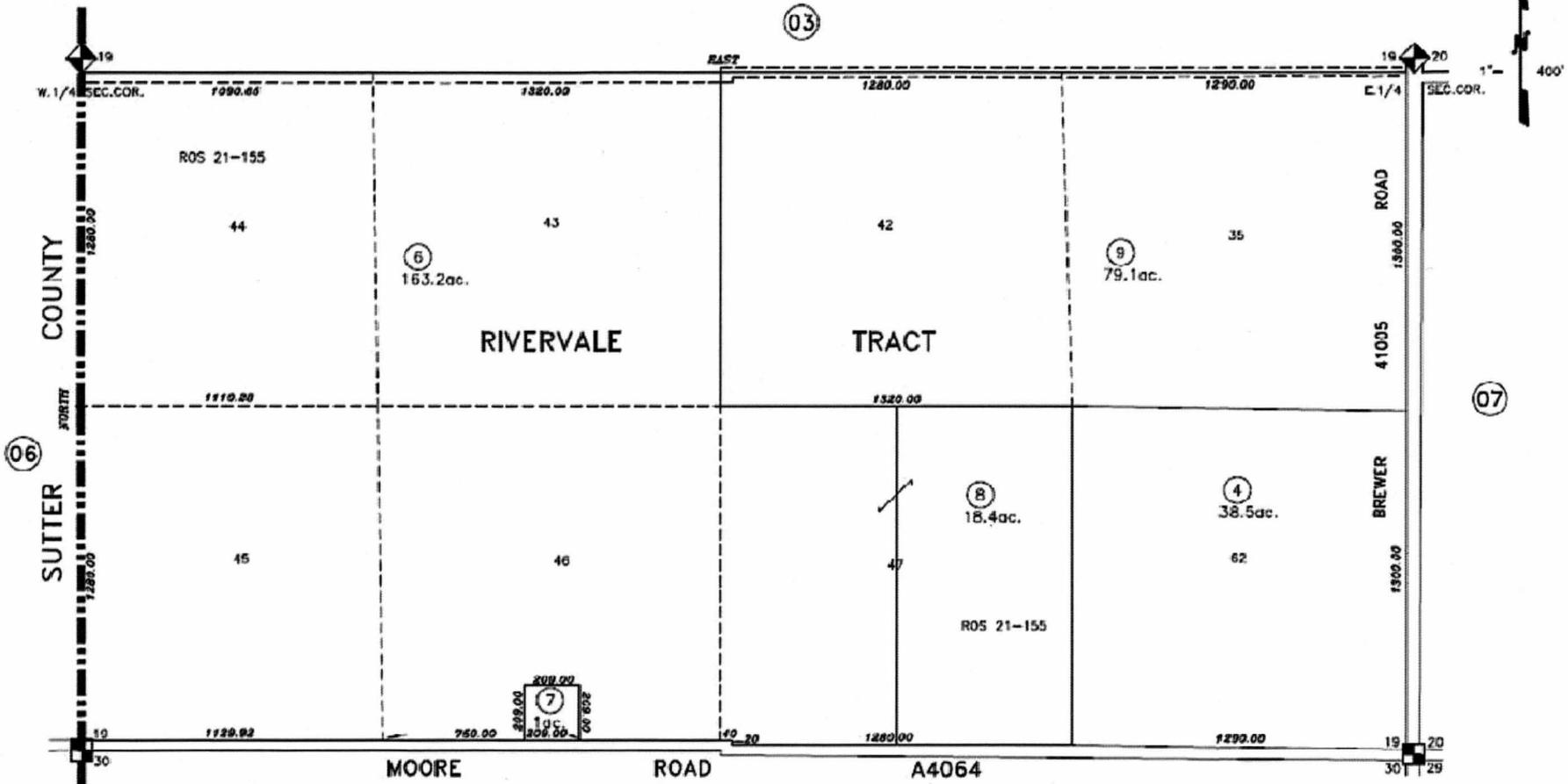
Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

Plat Map – Proposed Agricultural Preserve PLN14-00056  
 APN's 021-060-006 & 009 (242-acres more or less)

L1

S.1\2 SEC.19 T.12N., R.5E., M.D.B.&M.  
 Rivervale Tract M.O.R. Bk. C, Pg. 65

21-06



Survey M.O.R. Bk. 21, Pg. 155, # 3163

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.21 Pg.06  
 County of Placer, Calif.

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