



PLANNING AND BUILDING DEPARTMENT

<http://www.edcgov.us/DevServices/>

PLACERVILLE OFFICE:

2850 Fairlane Court, Placerville, CA 95667

BUILDING

(530) 621-5315 / (530) 622-1708 Fax

bldgdept@edcgov.us

PLANNING

(530) 621-5355 / (530) 642-0508 Fax

planning@edcgov.us

LAKE TAHOE OFFICE:

3368 Lake Tahoe Blvd., Suite 302

South Lake Tahoe, CA 96150

(530) 573-3330

(530) 542-9082 Fax

tahoebuild@edcgov.us

MEMORANDUM

DATE: June 20, 2018

TO: El Dorado County Agricultural Commission

FROM: Aaron Mount

SUBJECT: Request for an Agricultural Preserve Contract
WAC18-0003/Z18-0004/Cohen
APNs: 046-640-20, 046-640-23, 046-640-25

Planning Services is processing a request for a new Williamson Act Contract and Zone Change with the following project description:

Request for the establishment of a Williamson Act Contract for two legal parcels totaling 41.41 acres identified by Assessor's Parcel Numbers 046-640-20, 046-640-23, and 046-640-25. The parcels are located on the north and south side of Terras Path Road, approximately 5.5-miles south of the intersection with Pleasant Valley Rd. in the Oak Hill/Pleasant Valley area (Supervisor District 3).

Consistent with Zoning Ordinance Section 130.40.060.B.1 a rezone from RL-40 to LA-40 is being requested.

Planning is seeking review and comments. Attached are copies of the application documents. Please direct the Agricultural Commission to review the application and provide a recommendation.

Sincerely,

Aaron Mount, Senior Planner
(x5345)



2018 MAY 15 PM 3:24
EL DORADO COUNTY PLANNING SERVICES
 2850 Fairlane Court, Placerville, CA 95667
 PLANNING DEPARTMENT

FILE # WAC18-000

PNOJ18-0001

(530) 621-5355 / fax: (530) 642-0508 / <http://www.co.el-dorado.ca.us/planning>

**WILLIAMSON ACT / FARMLAND SECURITY ZONE
 CONTRACT APPLICATION**

ASSESSOR'S PARCEL NUMBER(S) 046-640-20-100, 046-640-23-100, 046-640-25-100

APPLICANT/AGENT Brent M. Cohen

Mailing Address 671 Carlston Avenue Oakland, CA 94610
(P.O. Box or street) (city) (state) (zip code)

Phone (415) 272-8367 FAX ()

PROPERTY OWNER N/A

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX ()

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX ()

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX ()

LIST ADDITIONAL PROPERTY OWNERS ON SECOND SHEET

LOCATION: The property is located on the _____ side of 6700 and 6702 Horizon Drive
N / E / W / S street or road

_____ feet or _____ miles _____ of the intersection with _____
N / E / W / S major street or road

in the _____ <or pick from list> area. PROPERTY SIZE 41 Acres
acreage / square footage

X Brent M. Cohen Date April 3, 2018
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 5/15/18 Fee \$ 1,174.00 Receipt # 354 Rec'd by Mount Census _____
 Zoning UC-40 GPD un Supervisor District 3 Sec/Twn/Rng _____

ACTION BY: ☐ PLANNING COMMISSION
☐ ZONING ADMINISTRATOR
☐ PLANNING DIRECTOR

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Hearing Date _____

☐ Approved ☐ Denied (findings and/or conditions attached)

☐ Approved ☐ Denied (findings and/or conditions attached)

APPEAL: ☐ Approved ☐ Denied

Executive Secretary _____

Executive Secretary _____

(Revised 10-06)

WAC18-0004/Z18-0004



2018 MAY 15 PM 3:24

FILE # Z18-0004

EL DORADO COUNTY PLANNING SERVICES

ZONE CHANGE & GENERAL PLAN AMENDMENT APPLICATION

ASSESSOR'S PARCEL NO.(S) 046-640-20-100 ; 046-640-23-100 ; 046-640-25-100PROJECT NAME/REQUEST: (Describe proposed use) 6700 and 6702 Horizon Drive, Placerville,
Williamson Act Application

IF SUBDIVISION/PARCEL MAP: Create _____ lots, ranging in size from _____ to _____ acre(s) / SF

IF ZONE CHANGE: From RL-40 to LA IF GENERAL PLAN AMENDMENT: From _____ to _____

IF TIME EXTENSION, REVISION, CORRECTION: Original approval date _____ Expiration date _____

APPLICANT/AGENT

Mailing Address

Phone

PROPERTY OWNER

Mailing Address

Phone

LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE

ENGINEER/ARCHITECT

Mailing Address

Phone

LOCATION: The property is located on the <pick from list> side of 6700 Horizon Drive and6702 Horizon Drive, Placerville, CA 95667 N/E/W/S street or roadfeet/miles <pick from list> of the intersection with _____
N/E/W/S major street or roadin the _____ area. PROPERTY SIZE 41 acres
acreage / square footageX Brent M. Cohen Date April 30, 2018
Signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 5/15/18 Fee \$ 354 Receipt # 354 Rec'd by MDUNT CensusZoning RL-40 GPD NN Supervisor Dist 3 Sec/Twn/Rng _____ACTION BY: ☐ PLANNING COMMISSION

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Hearing Date _____

☐ Approved ☐ Denied (Findings and/or conditions attached)☐ Approved ☐ Denied (Findings and/or conditions attached)

Executive Secretary

Executive Secretary

WAC18-0004/Z18-0004

(Revised 07/07)

FILE # _____

ADDITIONAL PROPERTY OWNER(S)

PROPERTY OWNER W/A

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

Brent Cohen
671 Carlston Avenue
Oakland, CA 94610
415.272.8367

2018 MAY 15 PM 3:28
RECEIVED
PLANNING DEPARTMENT

WAC18-0004/Z18-0004

2018 MAY 15 PM 3:29

RECEIVED
PLANNING STAFF



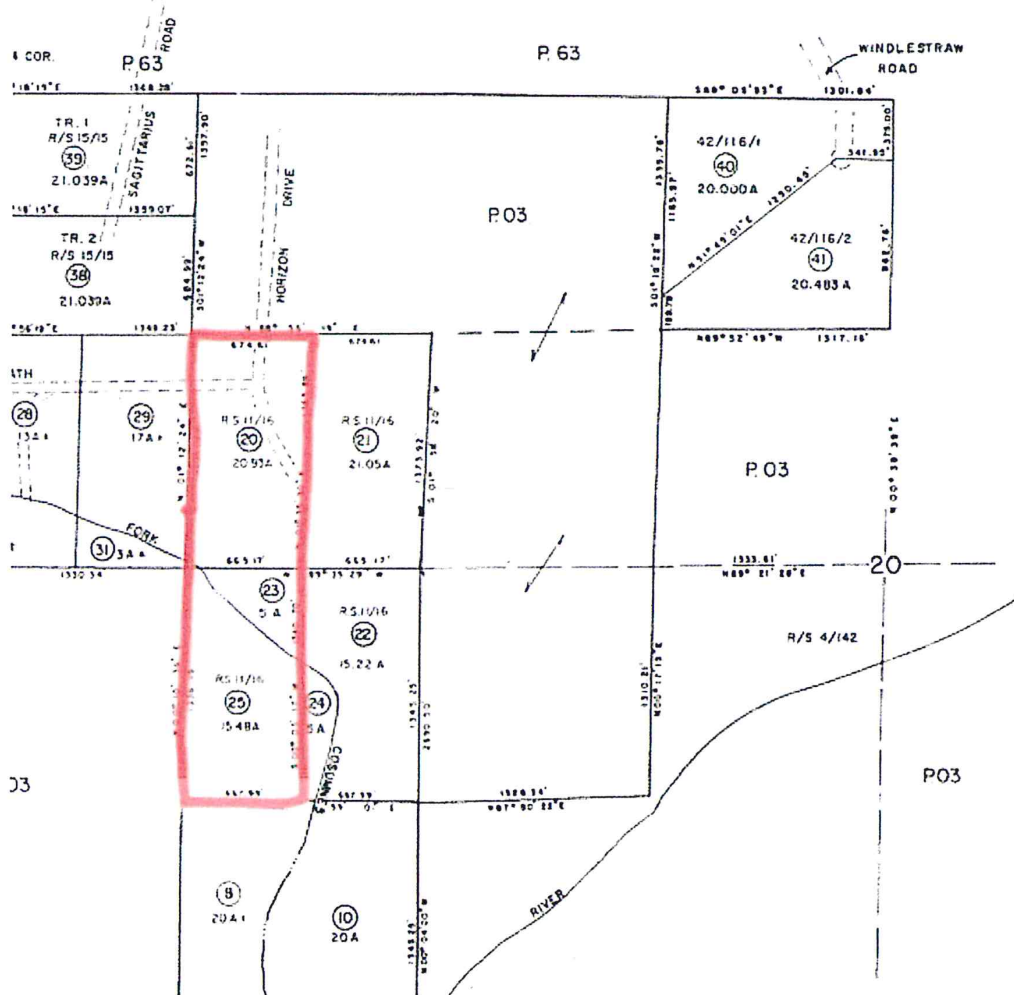
WAC18-0004/Z18-0004

From: Ham Bryan ham@chickeringco.com
Subject: red-line assessor map
Date: May 14, 2018 at 2:22 PM
To: Brent Cohen brent.cohen28@gmail.com

2018 MAY 15 PM 3:29

POR'S. SEC'S. 19 & 20, T.9N., R.11E., M.D.M.

RECEIVED
PLANNING DEPARTMENT
Tax Area Code



WAC18-0004/Z18-0004

SCHEDULE C

The land referred to in this policy is described as follows:

All that certain real property situated in the County of El Dorado, State of California, more particularly described as follows:

The West half of the Southeast quarter of the Northeast quarter of Section 19, Township 9 North, Range 11 East, M.D.M.

Assessor's parcel 046-640-20
6700 Hinzler Drive

Policy No. 628-103212

SCHEDULE C

The land referred to in this policy is described as follows:

All that certain real property situated in the County of El Dorado, State of California more particularly described as follows:

The West half of the Northeast quarter of the Southeast quarter of Section 19, Township 9 North, Range 11 East, M.D.B.&M.,

Assessor's Parcel Numbers: 046-640-23 and 046-640-25



2018 MAY 15 PM 3:29
RECEIVED
PLANNING DEPARTMENT
FILE #
DATE FILED

EL DORADO COUNTY PLANNING SERVICES ENVIRONMENTAL QUESTIONNAIRE

Project Title Diamond Springs Vineyard Lead Agency _____
Name of Owner Brent Cohen Telephone 415.272.8367
Address 671 Carlston Avenue, Oakland, CA
Name of Applicant same Telephone same
Address same
Project Location 6700 and 6702 Horizon Drive, Placerville
Assessor's Parcel Number(s) see page 4 Acreage 41 Zoning RL-40

Please answer all of the following questions as completely as possible. Subdivisions and other major projects will require a Technical Supplement to be filed together with this form.

1. Type of project and description:

Application to change zoning from RL-40 to LA and apply for contract under the Williamson Act

2. What is the number of units/parcels proposed? 3 assessor parcels

GEOLOGY AND SOILS

3. Identify the percentage of land in the following slope categories:
☐ 0 to 10% ☒ 11 to 15% ☐ 16 to 20% ☐ 21 to 29% ☐ over 30%
4. Have you observed any building or soil settlement, landslides, rock falls or avalanches on this property or in the nearby surrounding area? No
5. Could the project affect any existing agriculture uses or result in the loss of agricultural land?
No

DRAINAGE AND HYDROLOGY

6. Is the project located within the flood plain of any stream or river?
If so, which one? North Fork Cosumnes River
7. What is the distance to the nearest body of water, river, stream or year-round drainage channel?
River _____ Name of the water body? North Fork Cosumnes River
8. Will the project result in the direct or indirect discharge of silt or any other particles in noticeable amount into any lakes, rivers or streams? No
9. Will the project result in the physical alteration of a natural body of water or drainage way?
If so, in what way? No

WAC18-0004/Z18-0004

10. Does the project area contain any wet meadows, marshes or other perennially wet areas?
small perennial wet areas

VEGETATION AND WILDLIFE

11. What is the predominant vegetative cover on the site (trees, brush, grass, etc.)? Estimate percentage of each: 15% trees and balance grass
12. How many trees of 6-inch diameter will be removed when this project is implemented?
None

FIRE PROTECTION

13. In what structural fire protection district (if any) is the project located? Diamond Springs/Placerville
14. What is the nearest emergency source of water for fire protection purposes (hydrant, pond, etc.)? River plus 9000 gallon tank
15. What is the distance to the nearest fire station? 7 miles
16. Will the project create any dead-end roads greater than 500 feet in length? No
17. Will the project involve the burning of any material including brush, trees and construction materials? No

NOISE QUALITY

18. Is the project near an industrial area, freeway, major highway or airport? Highway 50
If so, how far? 12 miles
19. What types of noise would be created by the establishment of this land use, both during and after construction? None

AIR QUALITY

20. Would any noticeable amounts of air pollution, such as smoke, dust or odors, be produced by this project? No

WATER QUALITY

21. Is the proposed water source ☐ public or ☒ private, ☐ treated or ☐ untreated?
Name the system: _____
22. What is the water use (residential, agricultural, industrial or commercial)? ag and residential use

AESTHETICS

23. Will the project obstruct scenic views from existing residential areas, public lands, public bodies of water or roads? No

ARCHAEOLOGY/HISTORY

24. Do you know of any archaeological or historical areas within the boundaries or adjacent to the project? (e.g., Indian burial grounds, gold mines, etc.) No

SEWAGE

25. What is the proposed method of sewage disposal? ☒ septic system ☐ sanitation district
Name of district: _____
26. Would the project require a change in sewage disposal methods from those currently used in the vicinity? No

TRANSPORTATION

27. Will the project create any traffic problems or change any existing roads, highways or existing traffic patterns? No
28. Will the project reduce or restrict access to public lands, parks or any public facilities?
No

GROWTH-INDUCING IMPACTS

29. Will the project result in the introduction of activities not currently found within the community?
No
30. Would the project serve to encourage development of presently undeveloped areas, or increases in development intensity of already developed areas (include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?

No

31. Will the project require the extension of existing public utility lines? No
If so, identify and give distances: _____

GENERAL

32. Does the project involve lands currently protected under the Williamson Act or an Open Space Agreement? No
33. Will the project involve the application, use or disposal of potentially hazardous materials, including pesticides, herbicides, other toxic substances or radioactive material?
Nothing more than current use of herbicides
34. Will the proposed project result in the removal of a natural resource for commercial purposes (including rock, sand, gravel, trees, minerals or top soil)? No
35. Could the project create new, or aggravate existing health problems (including, but not limited to, flies, mosquitos, rodents and other disease vectors)? No
36. Will the project displace any community residents? No

DISCUSS ANY YES ANSWERS TO THE PREVIOUS QUESTIONS

(attach additional sheets if necessary)

Assessor's Parcel numbers: 046-640-20-100, 046-640-23-100, 046-640-25-100

MITIGATION MEASURES (attach additional sheets if necessary)

Proposed mitigation measures for any of the above questions where there will be an adverse impact:

Form completed by: _____ Date: _____
(Revised 07/07)

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this _____ day of _____, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and _____, referred to herein as "Owner".

1. DEFINITIONS

- a. "Agricultural use" means use of land for the purpose of producing an agricultural commodity (including timber) for commercial purposes;
- b. "Board" means the County Board of Supervisors;
- c. "Compatible use" means any use determined by County to be compatible with agricultural use of the property;
- d. "Contract" means this document;
- e. "Williamson Act" means the California Land Conservation Act of 1965 as amended through the legislative session indicated before the reference;
- f. "Owner" means the person or persons entering into this Contract with County;
- g. "County" means El Dorado County.

2. FACTS

This Contract is made with reference to the following facts:

- a. Owner is the owner of the real property in El Dorado County, California, described in Exhibit "A" and incorporated by reference;
- b. The property is within an agricultural preserve designated and established by Resolution of County. The property has been devoted to agricultural and compatible uses. The boundaries of the preserve are shown on the map attached as Exhibit "B" and incorporated by this reference and are co-extensive with the boundaries of the property.

3. LAND USE

The use of the property is limited during the term of this Contract to agricultural and compatible uses. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted uses.

4. TERM

The initial term of this Contract is ten (10) years. Unless notice of non-renewal is given as provided in Section 5, on each anniversary date of this Contract, a year shall be automatically added to the initial term. If Owner or County in any year serves written notice of non-renewal, this Contract shall remain in effect for the balance of the unexpired term.

5. NON-RENEWAL

- a. Unless written notice of non-renewal is served by County upon Owner at least sixty (60) days before a renewal date or by Owner upon County at least ninety (90) days before a renewal date, this Contract shall be considered renewed under Section 4.
- b. The effect of a sale or transfer of any portion of the property, the subject of this Contract, except as provided in paragraph 6, b., or failure of a portion of the subject property to meet the agricultural contract criteria, or failure to engage in an agricultural pursuit, may be treated as a breach of this Contract and County may bring any action in court necessary to enforce this Contract, including, but not limited to, any action to enforce this Contract by specific performance or injunction.
- c. Upon receipt by Owner of written notice of non-renewal, Owner may protest the notice of non-renewal in writing. County may withdraw the notice before the next renewal date.
- d. Upon request by Owner, the County may authorize Owner to serve written notice of non-renewal on a portion of the property.

6. **TRANSFER OF PROPERTY**

- a. This Contract, and the covenants herein, shall run with the land and shall be binding upon and inure to the benefit of all successors in interest of Owner.
- b. In the event that Owner conveys a portion of the property under this Contract, Owner, in addition to the conveyee, shall remain subject to the terms of this Contract as to the conveyed portion unless and until the conveyee enters into a separate contract with the County. Owner understands that County will not enter into a separate contract with the conveyee unless the conveyed portion of property meets the County's criteria for an agricultural preserve, and that County shall enter into a contract with the conveyee if the conveyed portion meets said criteria and exclude said conveyed portion from Owner's contract.

7. **CANCELLATION**

- a. The purpose of this section is to provide relief from the provisions of this Contract only when the continued dedication of all or any portion of the property to agricultural use is neither necessary nor desirable for purposes of the 1969 Williamson Act.
- b. Owner may petition the Board for cancellation of this Contract as to all or any part of the property. The Board may approve the cancellation only if it finds that:
 - (i) cancellation is not consistent with the purposes of the 1969 Williamson Act; and,
 - (ii) cancellation is in the public interest.
- c. The existence of an opportunity for another use of the property involved will not be sufficient reason for cancellation of this Contract. A potential alternative use of the property involved may be considered only if there is not proximate, non-contracted land suitable for the use to which it is proposed the property involved be put. The uneconomic character of the existing use may be considered only if there is no other

reasonable or comparable agricultural use to which the property may be put. Prior to any action by the Board, the Board shall consider the recommendations of the Agricultural Commission and the Planning Commission.

- d. Prior to any action by the Board giving tentative approval to cancellation, the assessor shall determine the full cash value of the property involved as though it were free of the contractual restrictions. He shall multiply such value by the most recent County tax ratio announced pursuant to Section 401 of the Revenue and Taxation Code and shall certify the product to the Board as the cancellation valuation of the property involved for the purpose of determining the cancellation fee.
- e. Prior to giving tentative approval to the cancellation, the Board shall determine and certify to the Auditor the amount of the cancellation fee which Owner must pay the Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to fifty percent (50%) of the cancellation valuation of the property involved.
- f. If it finds that it is in the public interest to do so, the Board may waive any such payment (or any portion) or may make such payment (or any portion) contingent upon the future use made of the property involved and its economic return to Owner for a period of time not to exceed the unexpired term had it not been canceled, but only if:
 - (i) cancellation is caused by an involuntary transfer or change in the use which may be made of the property involved and such property is not immediately used for a purpose which produces a greater economic return to Owner; and,
 - (ii) the Board has determined it is in the best interest of the program to conserve agricultural land use that such payment (or any portion) be either deferred or not required.

- g. This Contract may not be canceled until after County has given notice of and has held a public hearing on the matter as required by law.
- h. Upon tentative approval of the cancellation petition the Clerk of the Board of Council shall record in the office of the County Recorder of the County in which the land as to which the contract is canceled is located a certificate which shall set forth the name of the owner of such land at the time the contract was canceled with the amount of the cancellation fee certified by the Board or Council as being due pursuant to this article, the contingency of any waiver or deferment of payments, and legal description of the property. From the date of recording of such certificate the contract shall be finally canceled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section or Section 51283 shall preclude the Board or Council from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

In no case shall the cancellation of a contract be final until the notice of cancellation is actually recorded as provided in this section. Notwithstanding any other provisions of the Revenue and Taxation Code, any payments required by Section 51283 shall not create nor impose a lien or charge on the land as to which a contract is canceled except as herein provided.

Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board or Council shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

8. EMINENT DOMAIN

a. In this section:

- (i) "public agency" means any public entity included within the definition of "public agency" in the 1969 Williamson Act and in any subsequent amendments to that Act; and
- (ii) "individual" means any person authorized under Section 1001 of the Civil Code or under any other existing or future California law to acquire property by eminent domain.

b. When any action in eminent domain for the condemnation of the fee title of an entire parcel of the property is filed or when such parcel is acquired in lieu of eminent domain for a public use or improvement by a public agency or individual or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency action under authority or power of the federal government, this Contract shall be deemed null and void as to the property actually being condemned or acquired as of the date the action is filed or the acquisition occurs, and for the purpose of establishing the value of the property, this Contract shall be deemed never to have existed. Upon the termination of such a proceeding or occurrence of such an acquisition, this Contract shall be null and void for all property actually taken or acquired.

c. When such an action to condemn less than an entire parcel of the property is filed, or when such an acquisition to acquire less than an entire parcel of the property occurs, this Contract shall be deemed null and void as to the property actually condemned or acquired and shall be disregarded in the valuation process only as to the property actually being taken or acquired unless the remaining property will be adversely affected by the condemnation in which case the amount of just compensation shall be computed without regard to this Contract.

- d. The property actually taken or acquired shall be removed by this Contract. Under no circumstances shall property be removed that is not actually taken or acquired except as otherwise provided in the contract.

9. AMENDMENT

This Contract may be amended to the extent permitted by law applicable at the time of amendment.

10. SEVERABILITY

The invalidity of any provision of this Contract or its application to any particular factual situation will not affect the validity of any other provision or its application to any factual situation.

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk to the Board of Supervisors

By: _____
Deputy

Brent M. [Signature]

Owners

(mab:WAC.CON/WilliamAct)
(Revised 10/06)

2018 MAY 15 PM 3: 52

RECEIVED
PLANNING DEPARTMENT

May 2, 2018

PART I

(To be completed by applicant)

LAND CONSERVATION CONTRACT APPLICATION

NAME Brent M. Cohen PHONE (415) 272-8367

PHONE (_____) _____

PHONE (_____) _____

MAILING ADDRESS _____

ASSESSOR'S PARCEL NUMBER(S): (Attach legal description if portion of parcel)

046-640-20-100 ; 046-640-23-100 ; 046-640-25-100

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out) ✓
Farmland Security Zone (20-year roll-out) _____

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT 41

WATER SOURCE well PRESENT ZONING _____

YEAR PROPERTY PURCHASED 1997 and 1990

WHAT IS YOUR AGRICULTURAL CAPITAL OUTLAY (excluding land value)?

List specific items or improvements with value for each.

<u>Improvement</u>	<u>Value</u>
<u>Grape vines (2000 approx.)</u>	<u>\$ 40,000</u>
<u>Olives (550 approx)</u>	<u>55,000</u>
<u>Irrigation</u>	<u>35,000</u>
<u>grading, drainage</u>	<u>75,000</u>
<u>work area in barn</u>	<u>400,000</u>

If improvements total under \$45,000, explain what agricultural capital improvements will be made in the next three years.

Product	Income
Grapes	\$ 11,500
Olives	4,500

NOTE: Total gross income must exceed \$13,500 per year for high intensity farming (orchards, vineyards, row crops), or \$2,000 for low intensity farming (grazing). If the total does not exceed these amounts, when do you anticipate your agricultural operations will gross this amount?

PART I
(Continued, page 3)
(To be completed by applicant)

CURRENT LAND UTILIZATION

Pear trees _____	acres	Date planted _____
Apple trees _____	acres	Date planted _____
Walnut trees _____	acres	Date planted _____
<u>Olive</u> trees <u>4-5</u>	acres	Date planted _____
Irrigated pasture _____	acres	Date planted _____
Crop land _____	acres	Comments _____
Dry grazing _____	acres	Comments _____
Brush _____	acres	Comments _____
Timber _____	acres	Comments _____
Christmas trees _____	acres	Comments _____
Grapes <u>2 3/4 - 3</u>	acres	Comments <u>2000 vines planted</u>
_____	acres	Comments <u>in 2003</u>

TOTAL ACRES _____ (This figure should equal acreage under Contract)

PLANNED FUTURE DEVELOPMENTS

Briefly describe what future plans you have for the development of this agricultural unit.
Please list acreage, crops and time schedule for your planned projects.

I hereby certify that the information contained within this application is true and correct to the best of my knowledge.

Date May 2, 2018

Signature of Applicant Brent M. [Signature]

(CA Acknowledgment)
ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On MAY 02 2015 before me, Alicia K. Martel ^(notary public)
(insert name and title of the officer)

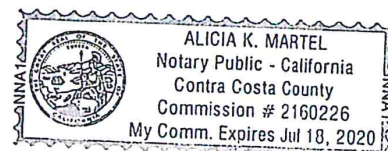
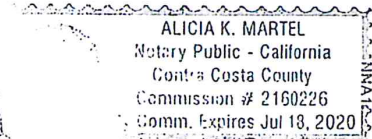
personally appeared Brent M. Cohen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies), and that by (his/her/their signature(s) 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 [Signature] (Seal)

ATTACHED TO LAND CONSERVATION CONTRACT APPLICATION



PART II
(To be completed by Assessor)

Comments: _____

Assessor's recommendation(s): _____

Date

El Dorado County Assessor

18-1071 Planning Staff Request Cohen 26 of 30

PART III

(To be completed by Agricultural Commission)

Comments: _____

Commission's recommendation(s): _____

Date

Chairman, Agricultural Commission

PART IV
(To be completed by Planning Commission)

Date of public hearing: _____

Action: _____

Comments: _____

Executive Secretary, Planning Commission

PART V
(To be completed by Board of Supervisors)

Date of public hearing: _____

Action: _____

Comments: _____

James S. Mitrison, Clerk to the Board

By: _____
Deputy Clerk to the Board

INSTRUCTIONS

**WILLIAMSON ACT CONTRACT
FARMLAND SECURITY ZONE CONTRACT**

Owner(s) are responsible for signing the last page only of either contract. DO NOT fill in any other portion of the contract including the first page (date/name). The County is responsible for completing the remainder of the contract.

May 2, 20 18

Planning Commission
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Subject: Establishment of an Agricultural Preserve

Gentlemen:

I (we) hereby request the Planning Commission consider and recommend to the Board of Supervisors that my (our) property be established as an agricultural preserve pursuant to Section 51200(d) of the California Government Code, being part of the California Land Conservation Act of 1965. It is my (our) intent to provide the necessary subsequent restrictions on land use within this preserve by means of an agreement pursuant to Chapter 7, Division 1, of Title 5 of the California Government Code.

In summary of the attached application:

Property offered consists of 41 acres;

Identified as County Assessor's Parcel Number(s) 046-640-20-100;
046-640-23-100; 046-640-25-100

(indicate if this is a portion of the parcel, with more detailed information to be shown on the accompanying map)

Located generally in the vicinity of 6700 Horizon Drive and 6702
Homan Drive, Placerville, CA, as shown on the attached map.

The nature of the property is such that it is (can be) devoted to agricultural and compatible uses.

I (we) understand generally the provisions of the California Land Conservation Act of 1965 and the obligations imposed upon application of said Act.

Sincerely yours,

Brent M. [Signature]

(CA Acknowledgment)
Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

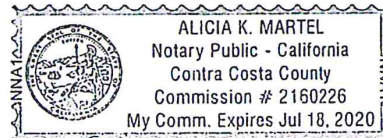
County of Alameda

On MAY 02 2018 before me, ALICIA K. MARTEL ^(Notary Public)
(insert name and title of the officer)

personally appeared Brian M. Cohen
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 [Signature] (Seal)

Attachment to PLANNING COMMISSION - ESTABLISHMENT OF AN AGRICULTURAL PRESERVE