



**EL DORADO COUNTY PLANNING SERVICES**  
2850 Fairlane Court, Placerville CA 95667

**AGRICULTURAL PRESERVES**  
**WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE**  
(Revised 05/06)

**REQUIRED INFORMATION - AGRICULTURAL PRESERVES**

Complete the required information indicated on the Land Conservation or Farmland Security Zone application form. The following information must be provided with all applications. **If all the information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (X) column on the left to be sure you have all the required submittal information. **All plans and maps MUST be folded to 8½" x 11".**

**FORMS AND MAPS REQUIRED**

MARK (X)

Applicant County

- |       |       |    |   |
|-------|-------|----|---|
| _____ | _____ | 1) | Application Form <b>and</b> Agreement for payment of Processing fees - completed and signed.  |
| _____ | _____ | 2) | Letter of request for "Establishing an Agricultural Preserve," signed by all property owners before a Notary Public;  |
| _____ | _____ | 3) | Land Conservation contract Application (Part I to be completed by applicant, Parts II, III, IV and V to be completed by County agencies);   |
| _____ | _____ | 4) | Three (3) copies of contract form, signed and notarized, including the following:<br>a) Legal Description (Exhibit A)<br>b) Map showing property boundaries (Exhibit B)   |
| _____ | _____ | 5) | Letter of authorization from property owner authorizing agent to act as applicant, where applicable.  |
| _____ | _____ | 6) | Proof of ownership (Grant Deed) if the property has changed title since the last tax roll.  |
| _____ | _____ | 7) | Copy of official Assessors Map(s), showing property outlined in red.  |
| _____ | _____ | 8) | Current application fee (may be obtained by contacting Planning Services at (530) 621-5355 or by accessing Planning Services online fee schedule at <a href="http://www.co.el-dorado.ca.us/planning.">http://www.co.el-dorado.ca.us/planning.</a> ) |

**NOTES:**

- 1) If this agricultural preserve application is submitted in conjunction with a zone change application to AE (Exclusive Agriculture), a separate application form for the zone change must be submitted, although the fee for such application is waived.
- 2) Application will be accepted BY APPOINTMENT ONLY. Make your appointment in advance by calling (530) 621-5355. **NO FEES ARE REFUNDABLE**



# EL DORADO COUNTY PLANNING SERVICES

2850 Fairlane Court, Placerville CA 95667

(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) \_\_\_\_\_

APPLICANT/AGENT \_\_\_\_\_

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 ( ) \_\_\_\_\_

### LIST ADDITIONAL PROPERTY OWNERS ON SECOND SHEET

**LOCATION:** The property is located on the \_\_\_\_\_ side of \_\_\_\_\_ street or road  
N / E / W / S  
\_\_\_\_\_ feet or \_\_\_\_\_ miles \_\_\_\_\_ of the intersection with \_\_\_\_\_  
N / E / W / S \_\_\_\_\_ major street or road  
in the \_\_\_\_\_ area. PROPERTY SIZE \_\_\_\_\_  
acreage / square footage

X \_\_\_\_\_ Date \_\_\_\_\_  
signature of property owner or authorized agent

### FOR OFFICE USE ONLY

Date \_\_\_\_\_ Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Rec'd by \_\_\_\_\_ Census \_\_\_\_\_  
Zoning \_\_\_\_\_ GPD \_\_\_\_\_ Supervisor District \_\_\_\_\_ 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 \_\_\_\_\_

**ADDITIONAL PROPERTY OWNER(S)**

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 ( ) \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_

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

Phone ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

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 \_\_\_\_\_ acres;

Identified as County Assessor's Parcel Number(s) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(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 \_\_\_\_\_  
\_\_\_\_\_, 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,

\_\_\_\_\_

**PART I**

(To be completed by applicant)

**LAND CONSERVATION CONTRACT APPLICATION**

NAME \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_

WATER SOURCE \_\_\_\_\_ PRESENT ZONING \_\_\_\_\_

YEAR PROPERTY PURCHASED \_\_\_\_\_

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

List specific items or improvements with value for each.

<u>Improvement</u>	<u>Value</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____

**PART I**

(Continued, page 2)

(To be completed by applicant)

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

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WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

<u>Product</u>	<u>Income</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	Total \$ _____

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?

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**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 _____
_____ trees _____	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 _____	acres	Comments _____
_____	acres	Comments _____

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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

**PART II**  
(To be completed by Assessor)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assessor's recommendation(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
El Dorado County Assessor



**PART III**

(To be completed by Agricultural Commission)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Commission's recommendation(s): \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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.

## 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. Mitrison  
Clerk to the Board of Supervisors

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owners

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

**FARMLAND SECURITY ZONE 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 purposes 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;
- h. "Farmland Security Zone" means land within an agricultural preserve as defined by Government Code Section 51296 as amended from time to time;
- i. "Renewal date" means the applicable tax lien date upon which the contract automatically adds another year to the contract term of twenty (20) years absent a timely filed notice of non-renewal.

**2. 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, a Farmland Security Zone, 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 as set forth in Title 17 of the El Dorado County Ordinance Code. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted use.

**4. TERM**

The initial term of this Contract is twenty (20) years. Unless notice of non-renewal is given as provided in Section 5, on each renewal date (the applicable tax lien 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. The immediate cancellation provisions of the Williamson Act (Government Code 51280 to 51287) shall not apply to Farmland Security Zone contract property.

**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 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. EMINENT DOMAIN**

- a. In this section:
  - (i) "public agency" means any public entity included within the definition of "public agency" in the 1965 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 the 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.

**8. AMENDMENT**

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

**9. EFFECT**

This contract shall take effect upon approval by the County Board of Supervisors and automatically supersede any prior existing Williamson Act Contract.

**10. SEVERABILITY**

The invalidity of any provision in 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. Mitrison  
Clerk to the Board of Supervisors

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owners

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

## **THE PROCEDURE FOR EVALUATING THE SUITABILITY OF LAND FOR AGRICULTURAL USE**

The following methodology has been developed as a rational procedure to evaluate lands for agricultural potential and to offer protective policies that will act to preserve these lands for agricultural use. This system is the result of extensive meetings between the El Dorado County Agricultural Commission, the Soil Conservation Service and the County Planning Department staff. This system may be used to analyze any parcel of land in El Dorado County for its potential for agricultural use.

The agricultural potential of parcels will be rated on a scale of 0 to 100 points upon an evaluation of each of these five categories:

1. Soils
2. Climate
3. Water
4. Land Use
5. Parcel Size

Contiguous parcels under a common ownership shall be considered as a single unit. When the parcel or unit is variable in characteristics such as soil type or depth, slopes, climate, etc., it may be evaluated in segments, provided that each segment is 20 acres or larger.

The following criteria may exclude any parcel or land segment from being considered as potential agricultural land:

1. Soil depth less than 18 inches;
2. Elevation greater than 4,000 feet (except for timberlands);
3. Slopes in excess of 30 percent (except timber lands).

In arriving at the points to be awarded for each category, analyze each parcel or segment according to the array of information which is most applicable in the category. The cumulative total of points in all categories will determine the agricultural potential of a parcel or segment based upon major factors considered in this methodology.

Categories I, II, and III are the core of the most important prerequisite for agricultural lands, while Categories IV and V are modifiers based upon parcel size and surrounding land use.

The cumulative total of points in all categories determines the overall suitability of a parcel for agricultural use. By examining each category, then a cumulative point total of 60 points or greater will signify that a parcel has good agricultural capability, and is to be protected as potential agricultural land suitable for agricultural use.



**CATEGORY I**  
**SOIL CAPABILITY AND CHARACTERISTICS**  
(40 points possible)

Points	Criteria
40	Assigned to all Class II and III soils located in a site.
30	Assigned to those Class IV, V and VI soils with a minimum depth of 40 inches.
20	Assigned to those Class IV, V and VI soils below 40 inches in depth, but with a minimum depth of 30 inches.
10	Assigned to those Class IV, V and VI soils below 30 inches in depth, but with a minimum depth of 24 inches.
0	Assigned to those Class IV, V and VI soils below 24 inches in depth, but with a minimum depth of 18 inches.
0	Assigned to those Class VII and VIII soils.

**NOTES:**

- ⌚ There are no Class I soils located in El Dorado County.
- ⌚ Parcels with mixed soil classifications or types shall be evaluated on the "Choice Soils" present, provided that "Choice Soils" constitutes 30% or more of the parcel. For those parcels that contain less than 30% "Choice Soils," the parcel shall be evaluated on the dominate soil class or type.
- ⌚ Soils "Capability Classes" are defined on page 38 of the *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974*.
- ⌚ The "Guide to Mapping Units," found in the back of *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974*, shows capability class each soil is in.

**CATEGORY II  
CLIMATE  
(25 points possible)**

**Elevation.** Assign 25 points if elevation at parcel or segment is between 1,500 and 3,000 feet; otherwise, assign points as listed on the following table.

**NOTE:** For timber, assign the total of 25 points for this category.

Points	Elevation
10	4,000'
11	3,900'
12	3,800'
13	3,700'
14	3,600'
16	3,500'
18	3,400'
20	3,300'

Points	Elevation
24	3,100'
25	1,500' - 3,000'
24	1,400'
21	1,300'
17	1,200'
14	1,100'
12	1,000'
10	900' or less

**CATEGORY III  
AGRICULTURAL WATER  
(15 points possible)**

Adequate agricultural water is necessary for the majority of crops in El Dorado County with most of the existing agricultural areas in the County being served by the EID or GDPUD systems. Some crops in the County can be dry-farmed successfully; established walnut orchards and vineyards are notable examples.

The intent of this category is to assign points to a parcel or segment based upon the criteria of water availability. Lands with agricultural potential and having piped water available allow for a greater range of choices for the type of crop to grow. These same lands having agricultural potential are also suitable for residential use. Due to the very limited extent of agriculturally-suited lands in El Dorado County, it is in the best interest of the residents in this County to utilize existing services where possible to serve these lands, but also to recognize that protection of good agricultural lands not currently served with public water is equally important.

The effect of this category will be to "weight" points to lands currently served by public water, where active protection by the County is most often required to reserve the good agricultural lands from being converted to primarily residential uses.

**NOTE:** For lands that are to be utilized for timber, assign 15 points for Category III.

Points	Criteria
15	Parcel or segment has existing water supplied by a public entity or existing on-site water systems.
10	(a) Parcel or segment is within the EID or GDPUD District; is not currently supplied by these entities but is adjacent to and has a reasonable and realistic potential to be served; or (b) Parcel or segment has a reasonable and realistic potential to develop an adequate on-site agricultural water system, most commonly in the form of deep wells or reservoirs.
5	Parcel or segment is not within the EID or GDPUD Districts and is not currently served by a public agency, but is within the LAFCO "Sphere of Influence" and has a reasonable potential to annex.
0	Parcel or segment is not within the EID or GDPUD Districts, is not within the LAFCO "Sphere of Influence," does not have a reasonable potential to annex and no reasonable potential to develop well water as determined by surrounding well reports or on-site drilling to at least a 300-foot depth.

**CATEGORY IV  
PARCEL SIZE  
(10 points possible)**

Points	Parcel Size
10	20 to 100+ acres
7	10 to 19.99 acres
5	5 to 9.99 acres
1	1 to 4.99 acres

**CATEGORY V  
SURROUNDING LAND USE  
(10 points possible)**

Points	Surrounding Land Use
10	Parcel is located within an established and recognized agricultural area (Agricultural District)
7	Parcel is located in an area having good crop potential but not yet intensively planted. Urbanization on adjacent parcels is slight to moderate.
5	Parcel is located in an area of good crop potential, but about half of the surrounding parcels are urbanized (less than 5 acres in size).
2	Parcel is located within an existing community.

A cumulative score of 60 points or more in all 5 categories signifies that a parcel or segment has a good agricultural capability.

**EL DORADO COUNTY CHOICE AGRICULTURAL SOILS\***

<u>Prime Farmland</u>	<u>Statewide Important Farmland</u>	<u>Unique &amp; Soils of Local Importance</u>		
AfB	AsC	AfC	CoE	MsC
AfB2	AsC	AfC2	DfC	ReC
ArB	BhC	AfD	DfD	SbD
CmB	DfB	AgD	DmD	SfC2
HgB	HgC	ArC	HgD	SfD2
HhC	HrC	ArD	JrC	SkC
LaB	PgB	BhD	JrD	SkD
ReB	Rk	BpC	JtC	SkE
	SbC	BpD	JtD	SsC
	ScC	CkD	JvD	SsD
	SgC	CmC	MaD	SsE
	WaB	CmD	MrC	SuC
		CoC	MrD	SuD

\*El Dorado County Choice Soils are defined as soil types that exhibit "choice" agricultural characteristics as delineated by the USDA-SCS and a local adhoc committee.