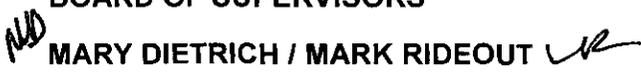


**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 10, 2013**

From: **MARY DIETRICH / MARK RIDEOUT** 

Subject: **SIDE HILL CITRUS AGRICULTURAL CONSERVATION EASEMENT**

ACTION REQUESTED / RECOMMENDATION:

1. Consistent with your Board's prior actions, approve the acquisition of an Agricultural Conservation Easement over the 47-acre property known as Side Hill Citrus, located at 4065 Pleasant Hill Road in rural Lincoln, CA from Richard Ferreira and his family at a total project cost estimated at \$350,000 including \$107,150 in previously budgeted net county costs; and,
2. Adopt a Resolution authorizing the Director of Facility Services, or designee, to execute a Purchase and Sale Agreement, Deed of Agricultural Conservation Easement, execute all documentation and take all actions necessary to complete the easement acquisition based upon the attached Material Terms at the purchase price of \$285,000; and,
3. Authorize the real property to be added to the Master Fixed Asset list following the close of escrow.

BACKGROUND: The Side Hill Citrus property is approximately 47 acres in size (APN 026-190-009, 010 and 026-380-042, 045, 050) and is located at 4065 Pleasant Hill Road in rural Lincoln (Property) (Exhibit A). Richard F. Ferreira and his family (Owner) own and operate the Property as a certified organic ranch, and it is zoned Farm with a minimum building site size of 10 acres (F-B-X-10 ac). The Property is improved with one residence, a shop and a packing shed on 2.5 acres, and approximately 2,500 mandarin trees are planted over 24 acres. Meyer lemons and grapefruit are also grown on the Property, which brings a longer harvest season to the farm.

In 2010, the Owner approached Placer County with the interest to sell an Agricultural Conservation Easement (CE) to conserve the Property's agricultural values in perpetuity. He proposed to eliminate three of the five development rights on the Property, and protect conservation values including agricultural production capacity, soil erosion, water quality, open space, oak woodland and riparian areas. Staff reviewed the Placer Legacy Open Space and Agricultural Conservation Program acquisition priority criteria, and found the Property scored particularly well in the areas of agriculture, scenic, biodiversity, and urban separation. In addition to these criteria, Staff found this acquisition would protect and expand an increasingly important segment of the County's agricultural economy (i.e. locally grown and distributed fresh fruit and vegetables), and that it supports one of Placer Legacy's implementation measures "to promote sales of locally grown produce and help create additional markets for agriculture." Staff informed the Owner that a lack of grant opportunities and other County priorities for the Open Space Trust Funds made the acquisition infeasible at that time. In spite of this, the Owner remained a willing seller, and regularly expressed his interest in selling a CE.

In July 2012, the Community Development Resource Agency (CDRA) learned of a funding opportunity through the Sierra Nevada Conservancy (SNC) Proposition 84 Preservation of Ranches and Agricultural Lands Grant Program. This program provides funding to projects that protect the long-term ecological values and economic viability of working ranches and agricultural lands, and the health of their associated watersheds. CDRA made a pre-application for the Side Hill Citrus CE, and SNC indicated the proposal is consistent with grant objectives.

On August 21, 2012, your Board approved a Resolution designating the CDRA Director as the County's agent to take all actions to submit a formal application, and if awarded to complete, accept and administer the County's grant. Additionally, subject to award of this grant, your Board directed Facility Services to prepare and return for approval of the necessary documents for acquisition of the CE. At that time, staff received your Board's approval to apply for \$325,000 in grant funding, based on an estimated total acquisition cost of \$635,000, including purchase price, title and escrow, survey,

appraisal, environmental assessment, legal and project management costs. To fund this purchase, your Board committed up to \$100,000 in net county cost (\$75,000 from the Open Space Fund and \$25,000 in equivalent in-kind services).

Prior to submitting the SNC application, Staff obtained an appraisal from Bender Rosenthal, Inc., who set the CE purchase price at \$305,000. As this value was considerably below the \$600,000 estimate, Staff worked with the Owner to restructure the transaction before submitting the formal SNC application. This included the Owner's offer to accept \$20,000 below the appraised value, as a bargain sale contribution that reinforced his commitment to preserving the agricultural value of the land. To fund the balance of the purchase price, the SNC request was reduced to \$185,000, County Open Space funding was reduced to \$50,000, and the Emigrant Trails Greenway Trust pledged \$50,000.

On March 7, 2013, the SNC Governing Board approved Placer County's application for CE funding. Consistent with your Board's prior direction, the CDRA Director accepted and signed the grant agreement. Facility Services is now returning for your approval of the Agreement for Purchase and Sale and grant of the CE based on the attached Material Terms. The CE will ensure the property's agricultural values are preserved in perpetuity. By eliminating three of the five development rights associated with the property, and protecting the Property's conservation values, this CE promotes the economic viability of commercial farming by ensuring larger tracts of land are preserved. Without these development rights, a commercial farm becomes the most viable economic use for owners of the Property. The CE includes provisions to ensure that future uses do not degrade the quality of the soils or surface and subsurface waters. The CE also includes provisions to allow educational programs on the property, which relate to crop production, food preparation, and nutritional programs.

The attached Resolution authorizes the Director of Facility Services, or designee, to execute and implement all documents necessary for the above described transactions, subject to County Counsel and Risk Management approval. This transaction is allowed pursuant to Government Code Section 25350 that provides the acquisition of real property interests. This action has been publicly noticed pursuant to this Code.

ENVIRONMENTAL CLEARANCE: Financial participation in this acquisition is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15317 and 15325. These sections provide for the transfer of ownership of land to accept easements or fee title interests in order to maintain the open space character of an area and to preserve existing natural conditions and other resources. Each of these facts is a separate and independent basis for the Board's determination that the Board's actions are exempt from CEQA and the requested actions do not require further CEQA review.

FISCAL IMPACT: The total project cost to acquire the CE is estimated at \$350,000, including \$285,000 for the CE purchase plus approximately \$35,000 for appraisal, survey, title, escrow, and legal costs and \$30,000 for Property Management staff costs. The CE purchase will be funded from the SNC grant (\$185,000); Emigrant Trails Greenway Trust (\$50,000); and a previously budgeted net county cost in the Open Space Fund (\$50,000). The \$65,000 in remaining acquisition related costs will be paid through a contribution from the Placer Land Trust (\$7,850), the Open Space Fund (\$25,000) and DeWitt Development Funds (\$32,150) that have been established as part of the County budget to fund acquisitions such as this.

MD:MR:LM:KW

ATTACHMENTS: EXHIBIT A – PROPERTY DEPICTION
EXHIBIT B – MATERIAL TERMS
RESOLUTION

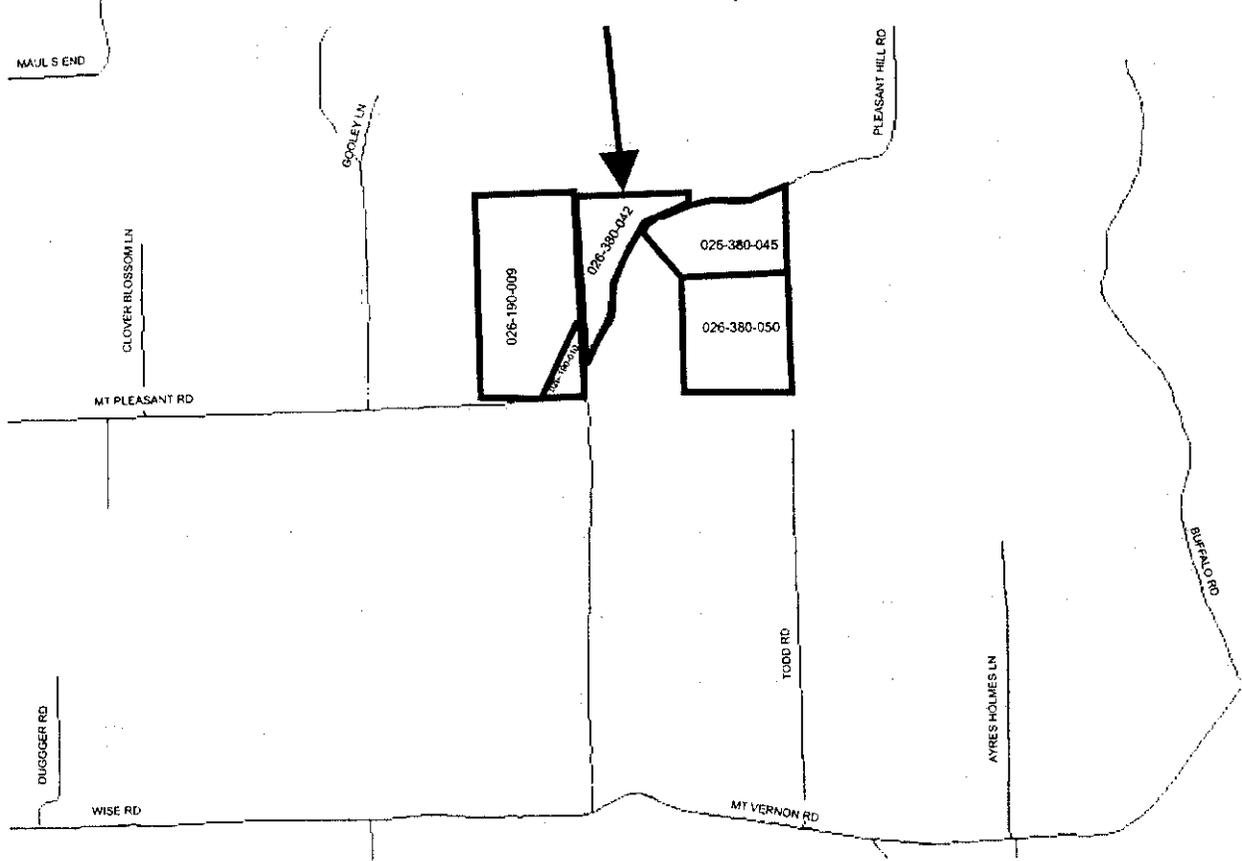
CC: COUNTY EXECUTIVE OFFICE
COMMUNITY DEVELOPMENT RESOURCE AGENCY
AUDITOR - CONTROLLER

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EXHIBIT A

PROPERTY DEPICTION

Side Hill Citrus Property
APN: 026-190-009, 026-190-010, 026-380-042, 026-380-045 and 026-380-050
Owner: Richard F. Ferreira, Trustee Et Al



SIDE HILL CITRUS CONSERVATION EASEMENT
MATERIAL TERMS

Agreement for Purchase and Sale

1. **Property:** That certain real property known as Side Hill Citrus, located in the unincorporated area of Placer County, at 4065 Pleasant Hill Road, near Lincoln, CA, consisting of Assessor Parcel Numbers 026-190-010, 026-190-009, 026-380-042, 026-380-050, and 026-380-045, and totaling 46.68 acres ("Property" – Exhibit A).
2. **Parties:** The County of Placer, a political subdivision of the State of California ("County") and Richard F. Ferreira, Trustee, Richard F. Ferreira 2003 Trust dated December 10, 2003, the fee simple owner ("Owner").
3. **Purpose of Agreement:** The purpose of the Agreement for Purchase and Sale (Agreement) is to provide for the purchase by County of an easement over the Property as conveyed through the recordation of a "Deed of Conservation Easement" from Owner to County over the Property (Easement).
4. **Purchase Price:** \$285,000
5. **Close of Escrow:** On or before March 31, 2014 unless otherwise extended by mutual consent of the Parties.
6. **Conditions to Close:** The Close of Escrow shall be conditioned on all of the following: 1) County's written acceptance of the condition of title and physical and environmental condition of the Property; 2) Funding partners written acceptance of the condition of title and physical and environmental condition of the Property, and acceptance of other documents to effectuate this transaction including: an agreement for purchase and sale; escrow instructions; proposed conservation easement instrument; and any instruments to be executed by the County and Owner at the close of escrow; 3) the deposit of funds into Escrow by County's funding partners, which shall total \$285,000; 4) recordation of the Minor Boundary Line Adjustment merging the five parcels noted in section 1 into one parcel; and 5) Owner

consent to recordation of a Notice of Unrecorded Funding Agreement with Restrictions Affecting Real Property as required by the funding partners.

7. Delivery of Owner's Documents. Owner shall deliver copies of all tests, surveys, maps, plans, records, permits, correspondence reports or other materials affecting the Property which are within the Owner's possession or control and which have not already been provided to the County.
 - a) Due Diligence Reports. County, or its funding partners, shall be permitted to investigate the Property to determine in the County's sole and absolute discretion, the suitability of the Property for its intended uses.
 - b) Possession. Except for as expressly provided for in the Easement, Owner shall deliver possession of the Easement to County at Close of Escrow.
8. Closing Costs: County shall pay any recording fees and the premium for County's Title Policy. Owner shall pay any transfer taxes and all costs to place the Property in the condition for conveyance required by the Agreement. County and Owner shall each pay one-half (1/2) of the escrow fees, documents preparation costs and other related closing costs. County and Owner shall each pay its own legal and professional fees and fees of other consultant incurred with regard to this transaction.
9. Representations and Warranties: Owner shall provide warranties and representations regarding the Property as defined in the Agreement.

DEED OF CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS

1. Parties: The County of Placer, a political subdivision of the State of California ("County") and Richard F. Ferreira Trustee, Richard F. Ferreira 2003 Trust dated December 10, 2003, the fee simple owner ("Owner").
2. Property: That certain real property known as Side Hill Citrus, located in the unincorporated area of Placer County, at 4065 Pleasant Hill Road, near Lincoln, CA, consisting of Assessor Parcel Numbers 026-190-010, 026-190-009, 026-380-042, 026-380-050, and 026-380-045, and totaling 46.68 acres ("Property").
3. Purpose of Easement: The purpose ("Conservation Purposes") of this Deed of Conservation Easement ("Easement") is to ensure that the Property will remain in agricultural use by preserving and protecting its soils, agricultural productive capacity, and agricultural viability, utility, character and values, and its open space for scenic habitat conservation values. It is also the Purpose of this Easement to preserve, protect, and maintain, in perpetuity the Conservation Values of the Property and to prevent any use of the Property that will impair or interfere with its Conservation Values except as otherwise allowed by this Easement.
4. Conservation Values: The Easement shall protect and conserve specific attributes of the Property as described herein ("Conservation Values"). No activity, use or development of the Property for any purpose or in any manner that significantly impairs, interferes with, or conflicts with the Conservation Values of the Easement shall be permitted, excepted as specifically permitted by this Easement.
Conservation Values include but are not limited to:
 - a) Agricultural Productive Capacity - Maintain this Property with an Agricultural Production Capacity which at a minimum would qualify the property as a Farmland of Local Importance under the California State Department of Conservation's Farmland Mapping & Monitoring Program.
 - b) Agricultural Soils Quality – Protection from soil erosion and the resultant impacts to water quality through land stewardship and application of sound

land management practices on the Property. The use and management of the property cannot result in a diminishment of the Soil Classification as depicted on the NRCS Soil Classification Maps for Placer County. Presently, the property contains Class IV and VI Soils.

- c) Open Space – Open character of this region by preserving the natural landscape and the scenic values.
- d) Woodland /Habitat Retention – Long term retention of the oak woodland, riparian woodland, and rock outcrops.

5. Affirmative Rights and Interests Conveyed: To accomplish the Conservation Purposes of this Easement, the following rights and interests are conveyed to the County:

- a) To identify, preserve and protect in perpetuity the Conservation Values.
- b) To inspect, observe, and study the Property for the purposes of:
 - i. identifying the uses and practices thereon and the baseline condition thereof;
 - ii. monitoring agricultural productivity, biological resources and the uses and practices regarding the Property to determine whether they are consistent with this Easement;
 - iii. assuring restoration, adaptive management, and maintenance activities do not compromise the Conservation Values; and,
 - iv. designing and constructing trails and any necessary appurtenant parking/staging areas and access roads.
- c) To prevent any activity or use of the Property that is inconsistent with the conservation of the Conservation Values and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- d) To erect and maintain such signage on the Property as County may determine it may need bearing such information as determined by County to be necessary in order to inform the public of County's rights and to

exercise County's rights, subject to prior approval of Owner, which shall not be unreasonably withheld. County shall be responsible for the costs of erecting, maintaining, repairing and replacing such signage.

- e) To acquire and retire three (3) of the five (5) residential development rights associated with the Property. Neither Party can benefit from any increase in allowable Development Rights associated with the Property resulting from future zoning changes and/or other governmental actions that would result in an increase in residential density on the Property.
- f) Prior to recordation, Owner shall merge all existing parcels comprising the Property into one parcel by Minor Boundary Resolution, and prohibit future subdivision of the Property, and receive approvals by the Parcel Review Committee for an Additional Building Site. As the resultant merged Property is of sufficient size to currently invoke the Additional Building Site Provision of Section 17.56.230, Chapter 17 "Zoning" of the Placer County Code; then consistent with this provision, the Owner shall have the right to construct two single-family residential Primary Dwelling Units on the Property consistent with the terms and requirements of the Additional Building Site entitlement. Effective with the recordation of this document, the additional single-family dwelling on the parcel of land described herein may not be sold separately or rented and there shall be no financing on a portion of the property without first complying with the Subdivision Map Act with regard to the division of land.
- g) To restrict the size of the Primary Dwelling Units and number of Secondary Dwelling Units. The first and existing Primary Dwelling Unit shall be restricted to a maximum of 3,000 square feet in area. The second future Primary Dwelling Unit shall be restricted to 2,000 square feet in area. The Owner shall be limited to one (1) Secondary Dwelling Unit with a maximum square footage of 1,200 square feet. The first and existing Primary Dwelling Unit, Residential Accessory Structures, and Agricultural Accessory Structures shall be located within a 2.5-acre contiguous Building Envelope. The second future Primary Dwelling Unit shall be contained within a 1.5-acre contiguous building envelope. Owner may

construct its Secondary Dwelling Unit within the 2.5 acre building envelope only.

6. Reserved Rights: Owner reserves all rights accruing from its ownership of the Property, including the right to engage in, or permit, or invite others to engage in uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a) the right to sell or transfer the Property in its entirety, subject to the Easement and Funding Partner restrictions;
- b) the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law as long as the agricultural productive capacity and open space character of the Property are not thereby significantly impaired. Such right to use said Property for agricultural purposes shall be in accordance with generally accepted agricultural practices that do not threaten or degrade significant natural resources and in accordance with applicable law as long as the Conservation Values of the Property are not thereby significantly impaired. For the purposes of this Easement "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; and the processing, storage, and sale located entirely within either the 2.5 acre of 1.5 Building Envelope, including direct retail sale to the public, of crops and products harvested and produced principally on the Property, provided that the processing, storage, and sale of any such crops or products that are not food or fiber shall require the consent of County; further provided however, that such agricultural uses shall not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and that all uses and activities are consistent with applicable laws.

- c) the right to all right, title and interest in subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the Conservation Values of the Property;
- d) the right to all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property at the time this Easement becomes effective. The Owner shall not permanently transfer, encumber, lease, sell, or otherwise separate such quantity of water or water rights from title to the Property itself. No permanent separation of water or water rights shall be permitted. All irrigation water shall be retained in Placer County and used in a manner consistent with this Easement. Water may be distributed to a contiguous property or other property owned or leased by the Owner on an annual basis for agricultural production only or habitat conservation/restoration purposes. Any temporary distribution of water shall not impair the long-term agricultural productive capacity or open space character of the Property. Said rights shall include the following:
 - i. NID Easement. To utilize Nevada Irrigation District easements to convey water for permitted agricultural uses, which are consistent with the purpose of this Easement.
 - ii. Development and Maintenance of Water Resources. To develop and maintain wells and other such water resources on the Property as are necessary or convenient for ranching, agricultural, irrigation, and residential uses in the manner consistent with the Easement, provided that the creation or enlargement of any water impoundment shall not damage, impair or interfere with the Conservation Values and that all such water resources shall be developed in accordance with applicable laws.
 - iii. Water Distribution. Water may be distributed to contiguous property or other property owned or leased by Owner on an annual basis for agricultural production only. Any temporary distribution of water shall not impair the long-term agricultural productive capacity or open space character of the Property.

- iv. Agricultural Stock Pond. To maintain the one (1) existing agricultural stockpond which shall not exceed 1 (one) acre in area. Such pond is for permitted agricultural purposes only and may not be used for commercial recreational fishing, or any recreational activity that requires the use of motorized boats/vehicles.

7. Permitted Uses and Practices. Subject to County permission, Owner shall be allowed to perform the following Permitted Uses and Practices:

- a) Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Property, without any further permission of the County consistent with the fencing provisions of the Zoning Ordinance.
- b) For the purpose of this Easement, "Farm Labor Housing" shall be as defined in Placer County Zoning Ordinance Article 17.040.030. County may only grant permission if the Owner can demonstrate to the County's satisfaction that such Farm Labor Housing is reasonable and necessary for the agricultural operation of the Property. Any Farm Labor Housing must be located entirely within the 2.5 acre Building Envelope and must be approved, constructed, maintained, and operated in accordance with Placer County rules and regulations, including Placer County Zoning Ordinance and Building Codes, and local, State and Federal laws.
- c) County shall have the right in its sole discretion to approve the establishment and conduct of discretionary uses or activities which are deemed compatible with the Placer County Zoning Ordinance that do not diminish the Conservation Values of the Property and which are ancillary and subordinate to the agricultural uses of the Property. Any approval by the County of a discretionary use that also requires a minor use permit or conditional use permit pursuant to the County Zoning Ordinance will require that Placer County make a finding that the approval of the proposed use does not create a diminishment of the Conservation Values.

The approval will also require any other findings that may be required by State, federal or local law or ordinance.

- d) recreational activities including but not limited to hunting in accordance with established game laws and to the extent that such activities are not in conflict with County's use of this Property;
- e) the right to control predatory, invasive and problem animals by the use of selective control techniques in accordance with established gaming laws, local, state and federal regulations;
- f) the ability to restore, create, improve, and maintain habitat in accordance with state and federal regulations unless such rights are subordinated, amended or extinguished through the recordation of a habitat conservation easement for the Placer County Conservation Plan;
- g) the right to conduct sustainable forestry activities, including fuel load reduction activities;
- h) the right to engage in agricultural uses of the Property to the extent that such activities are compatible with the Conservation Values;
- i) the right to store agricultural products and byproducts so long as it is done in accordance with all applicable government laws and regulations.
- j) the right to use of agrichemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable grazing and agricultural purposes. Such use shall be carefully circumscribed near surface water and during period of high ground water.
- k) reserving the right to rent the Property or portions thereof for pursuit of permitted uses;
- l) the right to conduct educational activities related to crop production, food preparation and nutritional programs for students in grades K-12 in Placer County Schools so long as the activities are consistent with the Conservation Purposes of the Easement.
- m) The right to a maximum of 20,000 square feet of improved road surfaces

outside of the building envelope for the future Primary Dwelling Unit as defined in Section 5.g., above to provide an access driveway to the future Primary Dwelling Unit.

8. Prohibited Uses and Practices: The following Uses and Practices shall be Prohibited by Owner:

- a) Except for fuel load reduction activities as permitted under Section 7.g. above, Owner shall perform no harvesting or removal of trees except for cutting of trees within the Property, as necessary to: (i) cut or collect up to one (1) cord of firewood per year for the heating of agricultural and residential facilities on the Property where such collection shall entail removal of downed trees or limbs first; and, (ii) cut or remove trees as reasonably necessary to control insects and diseases, prevent personal injury and property damage, to allow construction or repair of residential or agricultural facilities and, to engage in understory clearing, tree thinning, and clearing of dead or down wood.

Owner may also develop and, with the express prior written approval of County, implement a long-range plan for the growing and/or harvesting of trees in a manner that is consistent with the purposes of this Easement. Nothing permitted by this section shall allow any practice that damages, decreases, or fragments woodland areas, except as set forth under section 7.g. above.

- b) Except as permitted under Section 7.m. above, no portion of the Property presently unpaved shall be paved or otherwise be covered with concrete, asphalt, or any other paving material, nor shall any paved or unpaved road for access or other purposes be constructed without the advance written permission of the County. Unpaved farm roads as required by agricultural operations are permitted without further permission from the County. The Owner shall notify the County of any relocation or addition of unpaved farm roads.
- c) The dumping or accumulation of any kind of trash, refuse, vehicle bodies or parts, or hazardous waste on the Property, other than farm-related and

non-farm related debris and refuse produced on the Property, is prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, including normal household debris and refuse, so long as it is done in accordance with all applicable government laws and regulations.

- d) Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited unless such commercial signs are consistent with uses approved pursuant to the Permitted Uses and Practices section above.
- e) The following uses, defined in the Placer County Zoning Ordinance, are prohibited on the property: Animal sales yard, feed lots, stockyards; chicken, turkey and hog ranches; fertilizer plants; mining, surface and subsurface; oil and gas wells; plant nurseries, retail; water extractopm and storage (commercial); electrical generating plants; explosives manufacturing and storage; slaughterhouses and rendering plants; community centers; houses of worship; libraries and museums; membership organization facilities; parks, playgrounds, golf courses; rural recreation; schools – college and university and schools – elementary. For animal raising and keeping, the following uses are prohibited: equestrian facilities; kennels and catteries, and birds (aviaries). For winery related activities, the following uses are prohibited: promotional events, and wine tasting and retail sales of wine-related merchandise. Non-agricultural recreational structures or facilities and residential accessory structures are allowed within the Residential Building Envelopes defined in Section 5g. The use of motorized vehicles off roadways and outside of the building envelopes is prohibited except where used for agricultural production, property maintenance and security, or for the purpose of monitoring this Easement.

- 9) Enforcement: The County may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants, and Conservation Purposes of this Easement.

- 10) Perpetual Duration: The Easement shall run with the land in perpetuity. Every provision of this Easement that applies to Owner or the County shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
- 11) Conversion of Conservation Easement: Owner agrees that, after approvals have been given, this Easement may be amended and/or converted and replaced upon written request of County to provide for improved or enhanced protection of the Conservation Values on the Property as required by the County, and agrees to cooperate with County and sign any and all documents necessary to effectuate such amendment and/or conversion.
- 12) Funding Partner Requirements: Owner agrees that the Property, including any portion of or interest in it) may not be sold or transferred with the written approval of the Funding Partners, provided that: a) such approval shall not be unreasonably withheld as long as the reasonable assurance is provided that the Property will continue to be operated and maintained for the purposes for which the Funding Partners awarded their grants to acquire this conservation easement; and b) any such approval shall be accompanied by an agreement between the Funding Partner, the County, and the Owner sufficient to protect the conservation value interests in the Property.
- 13) Power of Termination: Subject to a power of termination by the State of California (State) pursuant to the terms of the funding agreement for the acquisition of real property interest, Agreement No. 674 (Funding Agreement), entered into by and between the Sierra Nevada Conservancy (SNC) and the County, acting by and through the Placer County Community Development Resource Agency (Grantee). The State, acting by and through the SNC, or its successor or assign, may exercise the said power of termination in the event of Grantee's violation of the purpose of the Funding Agreement through breach of a material term or condition thereof, by recording a notice that Grantee is in default under said Funding Agreement, and that the power of termination has been exercised. The said notice, when recorded, shall cause full title to the above described real property interest to vest immediately in the State or in such other public agency or nonprofit organization, designated by the SNC, to which the State has conveyed its interest. The power of termination created

herein is subject to the provision of Civil Code Sections 885.010-885.070 and Public Resources Code Section 33344(e), and shall be construed in accordance with the said provision or successor statutes.

And reserving there from, in favor of the State of California, a remainder interest in the above described real property interest, pursuant to the terms of the aforementioned Funding Agreement. Upon the termination of Grantee's existence as a nonprofit organization within the meaning of the Public Resources Code Section 33302(e), as confirmed by the recording by State, acting by and through SNC, of a notice declaring that such termination has occurred, the said property interest shall be deemed to have vested, in both title and possession, in the State or in such other public agency or nonprofit organization, designated by the SNC, to which the State has conveyed its interest. The interest created herein is subject to the provisions of Civil Code Section 769 et seq. and Public Resources Code Section 33344(f), and shall be construed in accordance with the said provisions or successor statutes.

Richard F. Ferreira, Trustee, Richard F. Ferreira 2003 Trust dated December 10, 2003 accepts and agrees to the incorporation of the above Material Terms into the preparation of a Purchase and Sale Agreement and Deed of Conservation Easement and Development Rights between the County. The Parties recognize and agree that the enforceability of the terms of any future Purchase and Sale Agreement and Deed of Conservation Easement and Development Rights shall be subject to prior approval by the Placer County Board of Supervisors or its designee, and Richard F. Ferreira Trustee et. al.

ACCEPTANCE OF MATERIAL TERMS

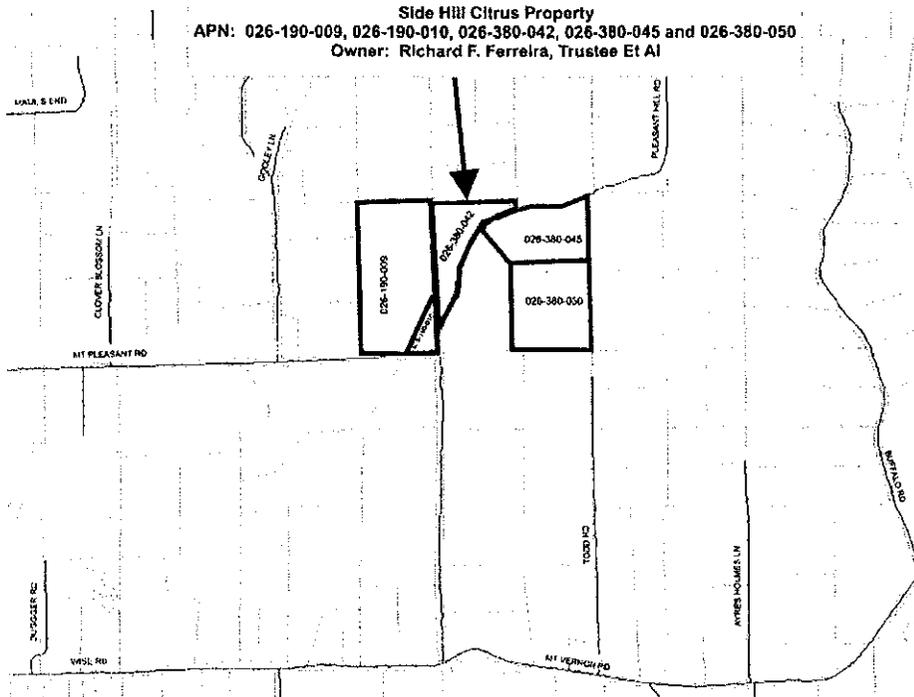
By: 

Date: 8-21-13

Title: Owner

*SIDE HILL CITRUS CONSERVATION EASEMENT
MATERIAL TERMS 13 PAGES*

Exhibit A



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

IN THE MATTER OF: A RESOLUTION AUTHORIZING
THE DIRECTOR OF FACILITY SERVICES, OR DESIGNEE,
TO EXECUTE AN AGREEMENT OF PURCHASE AND
SALE BETWEEN THE COUNTY OF PLACER AND
RICHARD F. FERREIRA, TRUSTEE ET AL, AND TO
ACQUIRE A CONSERVATION EASEMENT, EXECUTE
ALL OTHER DOCUMENTATION, AND TAKE ALL OTHER
ACTIONS NECESSARY FOR THIS EASEMENT
TRANSACTION.

Resol. No: _____

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, 2013, 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

WHEREAS, Richard F. Ferreira, Trustee of the Richard F. Ferreira 2003 Trust dated December 10, 2003, (Owner) is the fee-title owner of APN 026-190-009, 026-190-010, 026-380-042, 026-380-045, and 026-380-050 (Property); and,

WHEREAS, the Property is located in the rural Lincoln area of Placer County and possesses significant agricultural conservation and habitat values; and,

WHEREAS, to preserve the Property in perpetuity for agricultural uses, the County desires to acquire a deed of Conservation Easement from Owner; and,

NOW, THEREFORE, BE IT RESOLVED, the County Board of Supervisors does hereby authorize the Director of Facility Services, or designee, on its behalf, to execute an Agreement of Purchase and Sale with Owner; to execute a Deed of Conservation Easement; to execute all other documentation and take all other actions necessary to complete this transactions; and does hereby consent to the acceptance, granting, and recordation of the Easement, subject to approval by County Counsel and Risk Management.