

# Staff Report

**Submission Date:** June 16, 2022

**To:** Siskiyou County Agricultural Preserve Administrator

**From:** Bernadette Cizin, Assistant Planner

**Subject:** Williamson Act Contract #20-02, Parcel 1, Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts Consistency Review and Determination

**Exhibits:**

- A.** Existing Williamson Act Contract and Resolution
- B.** Resolution Establishing the Agricultural Preserve
- C.** Boundary Line Adjustment 19-04 Map

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## Background

The subject contract consists of 23-acres of property that was formerly part of a larger agricultural operation. The owner adjusted the boundaries of the properties so all property utilized in the agricultural production was on one parcel and the property restricted by residential uses, designated wetlands and a public roadway was in a separate parcel. Upon the sale of the property capable of being utilized as part of the large-scale agricultural operations, the 23-acre parcel alone does not meet the minimum requirements for a Williamson Act Contract.

The principal compliance concern is as follows:

- The 23-acre parcel does not meet the Minimum Preserve Size (Rules Section III.)B))
- The 23-acre parcel does not meet the Minimum Parcel Size (Rules Section III.)E))
- The principal use of the property is residential as opposed to a primary use of Agricultural Production (Rules IV.)A)).

## Parcel History

The property that is the subject of the proposed Non-Renewal was originally under Williamson Act Contract No. 252 (Assessor's Contract No. 75015), as recorded in Siskiyou County Official Records as Volume 727 at Page 276. The single parcel was split into two parcels by Waiver in 1984 (Document No. 84000225). Subsequent to the Waiver being recorded, the property owner of the two parcels requested that the contract be amended so that each legal parcel would have an individual contract. A new contract (Contract No. 449, Assessor's Contract No. 91007) was approved by the Board of Supervisors on May 14, 1991 for Parcel A of the Waiver (Document No. 91008727). Parcel B of the Waiver continued to be bound by the original Contract No. 252, which was not rescinded and reissued at that time. In 2019 a boundary line adjustment, BLA-19-04(Exhibit C) was proposed and later approved, adjusting the boundaries between the two parcels of the waiver. Because each parcel was encumbered by separate contracts, rescission and Reentry of the existing contracts was necessary. The new contracts were established on January 5, 2021 by Board Resolution No.21-11 (Exhibit A).

## Agricultural Preserve

The subject parcels are located in the same Agricultural Preserve, as established on February 3, 1975 per Board of Supervisors Minute Order (Exhibit B). Since the subject properties are located in the same Agricultural Preserve, no amendments to the Agricultural Preserve boundary were required for the Boundary Line Adjustment or this project.

Pursuant to the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules) Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

### Analysis

The subject property is under Contract # 20-02-1, which does not meet the minimum requirements of a Williamson Act Contract as detailed in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts.

### Recommended Action

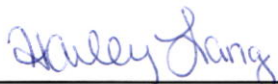
- Find that Contract #20-02-1 no longer meets the minimum requirements of a Williamson Act Contract as detailed in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Recommend the Board of Supervisors Issue a Notice of Non-Renewal for Contract #20-02-1.

### Agricultural Preserve Administrator Recommendation

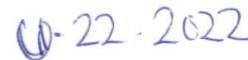
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds Williamson Act Contract #20-02-1 is not consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a Notice of Non-Renewal of said contract.

Approved by:

County of Siskiyou  
Agricultural Preserve Administrator



Hailey Lang  
Agricultural Preserve Administrator



Date of Approval

**Preparation:** Prepared by the Siskiyou County Planning Division (B. Cizin) on June 16, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

**Recording Requested By:**  
Siskiyou County Board of Supervisors

**When Recorded Return To:**  
Siskiyou County Clerk  
510 North Main Street  
Yreka, CA 96097

*of Document Recorded*  
02/05/2021, 2021-0001228  
**Has Not Been Compared With Original  
SISKIYOU COUNTY RECORDER**

**Land Conservation Contract No. APA-20-02  
(Golden Willow Ranch LLC, Resultant Parcel 1)  
Preamble to Land Conservation Contract**

Whereas, the hereinafter referred to OWNER possesses certain real property located within the hereinafter referred to COUNTY, which property is presently devoted to Agricultural and compatible uses.

Whereas, said property is located in Agricultural Preserve established by COUNTY on February 3, 1975; and

Whereas, both OWNER AND COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such agricultural land has definite public value as Open Space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

Whereas, the County enters into this Contract with OWNER on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

The following agreement is prepared and entered into by the parties to accomplish the above-stated purposes.

**Land Conservation Contract No. APA-20-02  
(Golden Willow Ranch LLC, Resultant Parcel 1)**

**This Land Conservation Contract, Made And Executed This 6<sup>th</sup> day of January, 2021,** by and between Golden Willow Ranch LLC, hereinafter referred to as the "OWNER", and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", hereby agree as follows:

**New Land Conservation Contract**

**Section 1. Contract.** This is a "Contract" made pursuant to the California Land Conservation Act of 1965, amended as of the date first above written, including amendments enacted at the 1969 Regular Session of the California Legislature (hereinafter referred to as the "Act") and is applicable to the premises described in Exhibit "B" attached hereto.

**Section 2. Term.** This Contract shall take effect on March 1, 2021, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

**Section 3. Renewal. Notice of Non-Renewal.** This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless a written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

**Section 4. Authorized Uses.** During the term of this Contract, and any and all renewals thereof, the premises shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and for compatible uses as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. No buildings or structures shall be erected upon the premises, except such buildings and structures as are directly related to authorized uses of the premises as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract

**Section 5. Addition or Elimination of Authorized Uses.** The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract, or any renewals thereof, amend the Resolution establishing the uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

**Section 6. Police Power.** Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or re-adoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000, et seq., Government Code) or otherwise.

**Section 7. Eminent Domain.**

(a) Except as provided in Subdivision (d) of this Section 7, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed, or when such is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed.

(b) Except as provided in Subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this document.

(c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.

(d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County), or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this contract, and in the event of the filing of any such action in eminent domain or acquisition, this Contract shall not be considered in the valuation process.

**Section 8. No Payment by the County.** The OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the OWNER as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

**Section 9. Termination of Contract by the County.** This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-

appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

**Section 10. Cancellation.**

(a) This Contract may be cancelled only by mutual agreement of the OWNER and COUNTY pursuant to Section 51282 of the Act (Government Code) when, after a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (1) such cancellation is in the public interest and not inconsistent with the purposes of the Act, and (2) it is neither necessary nor desirable to continue the restrictions imposed by this Contract provided, however, this Contract shall not be cancelled until the hereinafter specified cancellation fee has been paid unless such fee, or portion thereof, is waived or deferred pursuant to Subdivision (c) of Section 51283 of the Act (Government Code).

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.

(c) Prior to giving tentative approval to the cancellation of this Contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the OWNER must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50 percent of the cancellation valuation of the land as determined in Subparagraph (b) of this Section. If, after the date this Contract is initially entered into, the publicly announced County ratio of the assessed to the full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

(d) The Board of Supervisors may waive or defer payment of the cancellation fee or any portion thereof in accordance with Subdivision (c) of Section 51283 of the Act Government Code).

**Section 11. Distribution of Deferred Taxes.** On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

**Section 12. Division of Land - New Contracts.** In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.

**Section 13. Division of Land - Minimum Size Parcels.** The OWNER shall not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

**Section 14. Contracts Binds Successors.** The term "OWNER" as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

(a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and

(b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

(c) All successors in interest to OWNER shall enter into separate and individual contracts pursuant to the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts as they exist now and in the future.

**Section 15. Removal of Land from Preserve.** Removal of any land under this Contract from an Agricultural Preserve either by change of boundaries of the Preserve or disestablishment of the Preserve shall be the equivalent of a Notice of Non-Renewal by the County.

**Section 16. Conveyance Contrary to the Contract.** Any conveyance, contract or authorization (whether oral or written) by the OWNER or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this contract, or any renewal thereof, may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

**Section 17. Owner to Provide Information.** The OWNER, upon request of the County, shall provide information relating to the OWNER's obligations under this Contract.

**Section 18. Conflict Provision.** In the event of any conflict between the provisions of this contract, the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, or State law as they exist now and in the future, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

**Section 19. Notice.** Any notice given pursuant to this Contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid.

Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors  
County of Siskiyou  
510 N. Main Street  
Yreka, California 96097

Notice to the OWNER shall be addressed as follows:

Golden Willow Ranch LLC  
Attn: Carol Fisher  
1165 La Vista Road  
Santa Barbara CA 93110-1236



In Witness Whereof the OWNER and the County have executed this Contract on the day first above written:

OWNER:

Existing APN: 015-530-100, 015-530-120, 015-560-080, 015-550-190 (portion)

Golden Willow Ranch, LLC,  
a California limited liability company

By: Carol L. Fisher  
Carol L. Fisher, Trustee of the  
Lawrence and Carol Fisher Family Trust  
dated June 8, 1993, Member

Place Notary Certificate Here - See next page

Attest:

County of Siskiyou, Board of Supervisors

See next page  
Clerk

Michael N. Kobseff, Chair Ray A. Haupt, Chair

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 )  
 ) ss  
COUNTY OF SISKIYOU )

On January 5, 2021, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Ray A. Haupt, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

LAURA BYNUM, County Clerk  
and ex-Officio Clerk of the Board

Dated: January 6, 2021

By: Wendy Win  
Wendy Winningham, Deputy

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

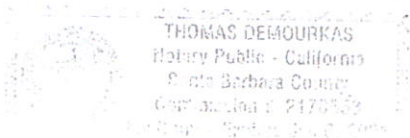
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Barbara )  
On 23 December 2008 before me, Thomas Demourkas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Carol L. Fisher  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document No. APA-20-02; Golden Willow Ranch LLC  
Title or Type of Document: Land Conservation Contract Document Date: Resultant Parcel 1  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Exhibit "A"**  
**Land Conservation Contract APA-20-02**  
**(Golden Willow Ranch LLC, Resultant Parcel 1)**  
**Assessor's Parcel Numbers and Contract Numbers Before Rescission**

Assessor's Parcels Numbers and Pre-rescission Contract Numbers listed below:

<b>Assessor's Parcel Number</b>	<b>Assessor Contract Number</b>	<b>Clerk Contract Number</b>	<b>Recordation Number</b>	<b>Acreage</b>
015-530-100	75015, 91007	252, 449	Volume 707, Page 276 Doc#: 91008727	10.0
015-530-120	75015, 91007	252, 449	Volume 707, Page 276 Doc#: 91008727	3.5
015-550-190	75015, 91007	252, 449	Volume 707, Page 276 Doc#: 91008727	42.1
015-560-080,	75015, 91007	252, 449	Volume 707, Page 276 Doc#: 91008727	1.9

All of the above Assessor's Parcel Numbers consisting of approximately 57.5 acres are included in this new contract, except for a ± 34.5-acre portion of Assessor's Parcel Number 015-550-190 pursuant to the Boundary Line Adjustment project BLA-19-04.

**Exhibit "B"**  
**Land Conservation Contract APA-20-02**  
**(Golden Willow Ranch LLC, Resultant Parcel 1)**  
**Legal Description of Property to be Included**

All that real property situate in the unincorporated area of the County of Siskiyou, State of California, described as follows:

**Resultant Parcel 1:**

All that portion of Parcel "A" situate in the Southwest one-quarter of Section 25, the Southeast one-quarter of the Southeast one-quarter of Section 26, and the Northeast one-quarter of Section 35, Township 44 North, Range 10 West, M.D.M., as described in the Grant Deed from Lawrence E. Fisher and Carol L. Fisher, trustees, to Golden Willow Ranch LLC, recorded on the 19<sup>th</sup> of May 2016 as document number 2016-0004933, Siskiyou County Records, lying westerly and northwesterly of the following described line:

**BEGINNING** at the intersection of the centerline of the Scott River and the section line common to Section 35 and Section 36, Township 44 North, Range 10 West, M.D.M.;

thence northerly, along the section line common to said Sections 35 and 36, a distance of 370 feet, more or less, to the section corner common to said Sections 25, 26, 35, and 36, as shown on the map entitled "RECORD OF SURVEY FOR PABLO AND GAYLENE PEDERSEN" filed the 15<sup>th</sup> day of July 1996, in Book 17 of Record of Surveys, at Page 159, Siskiyou County Records;

thence, along the section line common to said Sections 25 and 26, N 1°43'41" E, 550.00 feet;

thence N 40°00'00" E, 903 feet;

thence N 7°09'00" E, 114 feet, more or less to the North line of said Parcel "A", being the North line of the Southwest one-quarter of the Southwest one-quarter of said Section 25, and the point of termination of the line herein described

Containing 23 acres, more or less.

Bearings provided in the above description are based on the East-West centerline of said Section 25, being S 89°37'14" W, 4968.71 feet, as shown on said map filed in Book 17 of Record of Surveys, at Page 159.

**SUBJECT TO** an easement for an irrigation pivot end gun overhang hereinafter described.

**SUBJECT ALSO TO** existing easements and rights-of-ways of record.

**Easement for Irrigation Pivot End Gun Overhang:**

All that portion of Parcel "A" situate in the Southwest one-quarter of Section 25, Township 44 North, Range 10 West, M.D.M., as described in the Grant Deed from Lawrence E. Fisher and Carol L. Fisher, trustees, to Golden Willow Ranch LLC, recorded on the 19<sup>th</sup> of May 2016 as document number 2016-0004933, Siskiyou County Records, more particularly described as follows:

**COMMENCING** at the section corner common to Sections 25, 26, 35 and 36, Township 44 North, Range 10 West, M.D.M., as shown on the map entitled "RECORD OF SURVEY FOR PABLO AND GAYLENE PEDERSEN" filed the 15<sup>th</sup> day of July 1996, in Book 17 of Record of Surveys, at Page 159, Siskiyou County Records;

thence, along the section line common to said Sections 25 and 26, N 1°43'41" E, 550.00 feet;

thence N 40°00'00" E, 220.00 feet to the **TRUE POINT of BEGINNING;**

thence, continuing N 40°00'00" E, 683.00 feet;

thence N 7°09'00" E, 13.69 feet;

thence S 56°00'00" W, 104.81 feet;

thence S 44°00'00" W, 300.00 feet;

thence S 29°00'00" W, 300.00 feet to the **TRUE POINT of BEGINNING;**

Bearings provided in the above description are based on the East-West centerline of said Section 25, being S 89°37'14" W, 4968.71 feet, as shown on said map filed in Book 17 of Record of Surveys, at Page 159.

This instrument is a correct copy of the original on file in this office.  
ATTEST:  
AURA BYNUM  
County Clerk of the State of California  
In and for the County of Siskiyou.

Resolution No. 21-11

By: Wendy O'Neil  
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving  
the Rescission and Re-Entry of Existing Williamson Act Contracts  
Under Application APA-20-02**

**WHEREAS**, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**WHEREAS**, Golden Willow Ranch LLC owns property that was originally placed in a Williamson Act contract on September 27, 1974; and

**WHEREAS**, approximately 88 acres of the land in the original Williamson Act contract was placed in an amended Williamson Act contract on June 19, 1991; and

**WHEREAS**, a Boundary Line Adjustment application (BLA-19-04) was submitted to the County on January 31, 2019, that proposes to transfer approximately 65 acres of land between legal parcels that are both owned by Golden Willow Ranch LLC; and

**WHEREAS**, the property involved in BLA-19-04 is within an existing duly established Williamson Act contract and the subject ownership transfer would add said property to a property that is subject to a different duly established Williamson Act contract; and

**WHEREAS**, in order for the Deputy Director of Planning to approve BLA-19-04, the Board of Supervisors would need to first make certain findings and approve the rescission of the subject contracts and re-entry into new Williamson Act contracts; and

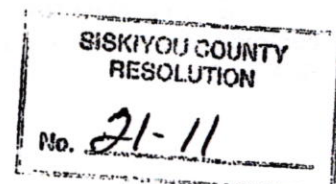
**WHEREAS**, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on September 15, 2020, in order to allow the transfer of property, the area subject to each Williamson Act contract must be changed to reflect the property transfer subject to approval in BLA-19-04; and

**WHEREAS**, the draft Administrative Staff Report prepared for BLA-19-04 contains a detailed analysis of how said application complies with Government Code Section 51257(a), and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on September 15, 2020; and

**WHEREAS**, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Report prepared for BLA-19-04 and concurs with the draft findings contained therein; and

**WHEREAS**, the new contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts; and

**WHEREAS**, there would be no net decrease in the amount of the aggregate acreage subject to the existing and proposed contracts; and



**WHEREAS**, at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts; and

**WHEREAS**, the resulting legal lot areas subject to contract would be large enough to sustain qualifying agricultural uses; and

**WHEREAS**, boundary line adjustment BLA-19-04 would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to contract(s); and

**WHEREAS**, the boundary line adjustment is not likely to result in the removal of adjacent land from agricultural uses; and

**WHEREAS**, the boundary line adjustment would not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan; and

**WHEREAS**, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors finds the above recitals true and correct.

**BE IT FURTHER RESOLVED** that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contracts under application APA-20-02 subject to the following conditions:

- (a) The property owner must agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new contracts; and
- (b) In the event that the property in question is not transferred and the approval of BLA-19-04 lapses this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

**BE IT FURTHER RESOLVED** that the Board of Supervisors instructs staff to take the necessary steps to rescind from the existing contracts the land in question and take the necessary actions to prepare for the re-entry of that same land into new Williamson Act contracts.

**BE IT FURTHER RESOLVED** that County Counsel is hereby authorized to make any necessary technical amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending these Williamson Act contracts.

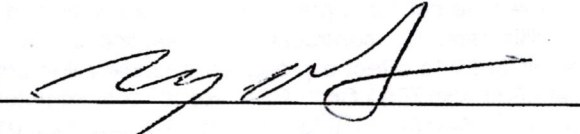
**BE IT FURTHER RESOLVED** the Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Siskiyou.

**BE IT FURTHER RESOLVED** that County staff is directed to record said Williamson Act contracts at the earliest opportunity once completed and concurrently with the recordation of BLA-19-04.



IT IS HEREBY CERTIFIED that the foregoing Resolution No. 21-11 was duly adopted on a motion by Supervisor Kobseff and seconded by Supervisor Valenzuela, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 5 th day of January, 2021, by the following vote:

AYES: Supervisors Criss, Kobseff, Ogren, Valenzuela and Haupt  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

ATTEST:  
Laura Bynum, Clerk  
Board of Supervisors

By Wendy Weiser  
Deputy

# State of California, County of Siskiyou

## Board of Supervisors

### Minute Order, January 5, 2021

**Public Hearings - Community Development – Planning -** Public hearing to consider a Resolution approving the rescission and re-entry of existing Williamson Act contracts under application APA 20-02, proposing amendments to two agricultural preserves in order to effect a proposed boundary line adjustment (BLA1904) between agricultural properties, located at 6608 and 7044 Scott River Road, approximately six miles west of the Town of Fort Jones on APNs 015-410-730, 015-410-740, 015-530-100, 015-530-120, 015-550-160, 015-550-180, 015-550-190, 015-550-200 and 015-560-080; Sections 25, 26, 35, and 36, Township 44N, Range 10W, MDB&M, for the Golden Willow Ranch LLC project. Resolution 21-11 adopted.

Supervisor Criss recused himself from consideration of this item and left the Board Chambers.

This was the time set for a public hearing to consider a Resolution approving the rescission and re-entry of existing Williamson Act contracts under application APA 20-02, proposing amendments to two agricultural preserves in order to effect a proposed boundary line adjustment (BLA1904) between agricultural properties, located at 6608 and 7044 Scott River Road, approximately six miles west of the Town of Fort Jones on APNs 015-410-730, 015-410-740, 015-530-100, 015-530-120, 015-550-160, 015-550-180, 015-550-190, 015-550-200 and 015-560-080; Sections 25, 26, 35, and 36, Township 44N, Range 10W, MDB&M, for the Golden Willow Ranch LLC project.

Chair Haupt opened the public hearing.

Pursuant to California Governor Newsom's Executive Order N-29-20, March 17, 2020, participation in this agenda item by County staff was provided via teleconference phone.

Associate Planner Rachel Jereb provided a staff report advising that, in order to facilitate a boundary line adjustment to modify property boundaries, a Rescission and Reentry of associated Williamson Act contracts in existing Agricultural Preserves was necessary.

In response to Chair Haupt, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had not received correspondence related to the item.

There being no public comments received, the public hearing was declared closed.

Following discussion between members of the Board, Ms. Jereb and Community Development Director Rick Dean regarding the timelines associated with Williamson Act contracts and boundary line adjustment requests and the process for recording the documents, it was moved by Supervisor Kobseff and seconded by Supervisor Valenzuela to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, Open Space Easements or Contracts; and adopt the Resolution approving the rescission and reentry of the application Williamson Act contracts. Following a roll call vote with Supervisors Kobseff, Ogren, Valenzuela and Haupt voting YES and Supervisor Criss RECUSED, the motion to adopt Resolution 21-11 carried.

Supervisor Criss returned to the Board Chambers.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the  
Siskiyou County Board of Supervisors.

By: Wendy Winningham  
Deputy



BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU, STATE OF CALIFORNIA

3rd day February 19 75

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned

**RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS  
IN AGRICULTURAL PRESERVE ESTABLISHED FEBRUARY 3, 1975.**

It was moved by Supervisor Belcastro, seconded by Supervisor Torrey, that Resolution No. 173, Book 6, being a Resolution approving new agricultural preserve contracts in agricultural preserve established by Resolution No. 172, Book 6, adopted February 3, 1975, said Contracts being described on Exhibit A attached to said Resolution, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said contracts prior to March 1, 1975, and to record said Resolution.

AYES: Supervisors Hayden, Porterfield, Belcastro and Torrey.

NOES: None.

ABSENT: None.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>ss</sup>

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 4-3-75.

Witness my hand and the seal of said Board of Supervisors, this 4th day of February, 19 75.

cc: File



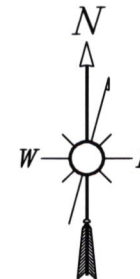
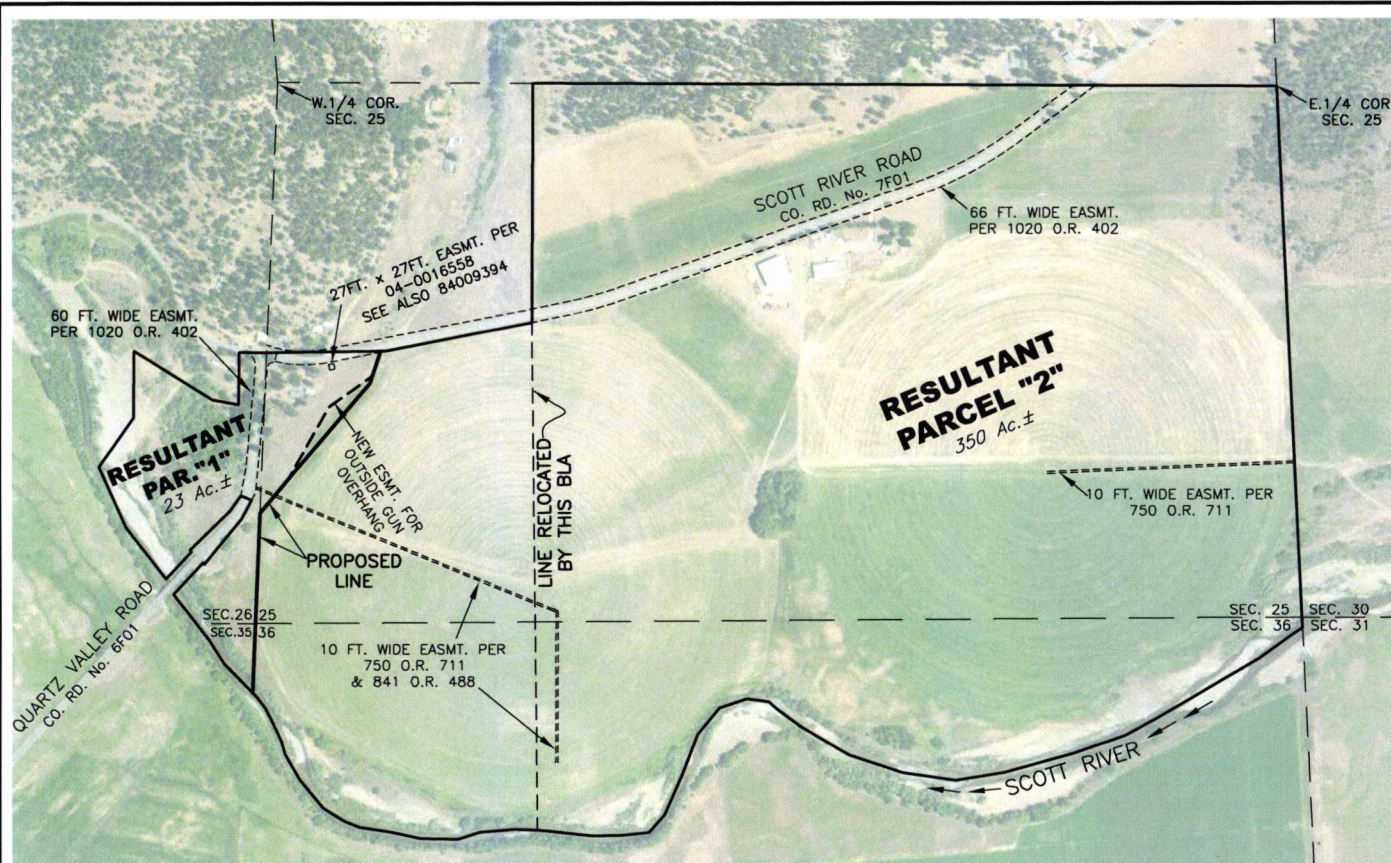
NORMA PRICE

County Clerk and ex Officio Clerk of the Board  
of Supervisors of Siskiyou County, California

By

*Joanne Davis*

Deputy Clerk



SCALE: 1" = 600 Ft.  
 0 300 600 1,200

THIS PLAT IS PROVIDED FOR ILLUSTRATION PURPOSES ONLY. THIS PLAT IS NOT A RECORD OF SURVEY, OR A PARCEL MAP. ADDITIONAL EASEMENT AND UTILITIES AND IMPROVEMENTS EXIST, NOT SHOWN HEREON. PROPERTY LINES AND ACREAGES SHOWN ARE APPROXIMATE BASED ON COUNTY ASSESSOR DATA AND CONDITIONAL TITLE GUARANTEE.



*Robert I. Martin* 1/30/2019  
 ROBERT I. MARTIN, P.L.S. 8778

**GENERAL NOTES:**

EASEMENTS SHOWN AND NOTED ARE BASED ON BOUNDARY LINE ADJUSTMENT CONDITION OF TITLE GUARANTEE, PROVIDED BY MT. SHASTA TITLE & ESCROW COMPANY, GUARANTEE NUMBER 5026900-5844630 DATED 12/28/2018.

THE EASEMENTS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED IN BOOK 252 O.R. PAGE 410, BOOK 261 O.R. PAGE 79, BOOK 261 O.R. PAGE 566, BOOK 364 O.R. PAGE 145, BOOK 382 O.R. PAGE 222, BOOK 534 O.R. PAGE 814, BOOK 784 O.R. PAGE 14, BOOK 901 O.R. PAGE 855, INSTRUMENT NO. 84009342, INSTRUMENT NO. 84016413, INSTRUMENT NO. 90018179, AND DOC. NO. 09-0005303 ARE BLANKET IN NATURE, AND NOT READILY LOCATED ON THE GROUND WITHOUT A FIELD SURVEY.

TERMS AND PROVISIONS CONTAINED IN THE CALIFORNIA LAND CONSERVATION ACT (WILLIAMSON ACT) RECORDED 2/19/1975 IN BOOK 727 O.R. PAGE 276, AND AMENDED 7/19/1991 AT INSTRUMENT NO. 91008727 APPLY TO THE PARCELS.

PORTIONS OF THESE LANDS LIE WITHIN THE BOUNDARIES OF THE SCHACKLEFORD CREEK WATER MASTER SERVICE DISTRICT, REFER TO BOOK 521 O.R. PAGE 845.

TERMS AND PROVISIONS CONTAINED IN THE LICENSE FOR DIVERSION AND USE OF WATER RECORDED 6/22/1978 IN BOOK 823 O.R. PAGE 46 APPLY TO RESULTANT PARCEL "2".

RESIDENCES ARE LOCATED ON BOTH RESULTANT PARCELS WITH ON SITE SEWAGE DISPOSAL AND WELL WATER.

APNs: 015-410-730, -740, 015-530-100, -120, 015-550-160, -180, -190, -200, 015-560-080

CURRENT ZONING: RRB-10, AG-2-B-40 & AG-1-B-80

PROPOSED ZONING: REFER TO ZONE CHANGE EXHIBIT

CURRENT USE: AGRICULTURE & RURAL RESIDENTIAL

PROPOSED USE: SAME (NO CHANGE)

**BLA EXHIBIT**  
**for: GOLDEN WILLOW RANCH**

LOCATED IN SECTIONS 25, 26, 35 & 36, T 44 N, R 10 W, M.D.M., SISKIYOU COUNTY ----- CALIFORNIA

**Robert I. Martin**  
**Professional Land Surveying**

P.O. Box 111, Montague, CA 96064  
 Office: (530)459-4432 Cell: (530) 905-1390  
 www.rimartin.com email: robert@rimartin.com

SCALE: 1" = 600'  
 FILE: #18094  
 DATE: JAN., 2019  
 SHEET 1 OF 2

Exhibit C