

## Bernadette Cizin

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**From:** Janine Rowe  
**Sent:** Wednesday, August 3, 2022 12:04 PM  
**To:** Bernadette Cizin  
**Subject:** FW: Williamson Act Notice of Non Renewal  
**Attachments:** williamson-act-non-renewal.pdf

Janine Rowe  
Executive Secretary, Siskiyou County Community Development Department Clerk, Siskiyou County Planning Commission  
Clerk, Siskiyou County LAFCo  
806 S. Main St., Yreka, CA 96097  
Direct Line: 530-842-8201

-----Original Message-----

From: Marcus Johnson <marcus.johnson@comcast.net>  
Sent: Wednesday, August 3, 2022 12:00 PM  
To: Planning <planning@co.siskiyou.ca.us>  
Subject: Williamson Act Notice of Non Renewal

Dear Madame or Sir:

Please send me an "Instruction Sheet - Williamson Act Notice of Non-Renewal."

For your reference, I've attached the document in question as it is used in Stanislaus County.

Thank you, Marcus B Johnson, 925.846.2715



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10<sup>TH</sup> Street, Suite 3400, Modesto, CA 95354

Planning Phone: (209)525-6330 Fax: (209)525-5911

Building Phone: (209) 525-6557 Fax: (209) 525-7759

Form Available Online: [www.stancounty.com/planning/applications.shtm](http://www.stancounty.com/planning/applications.shtm)

INFORMATION SHEET
WILLIAMSON ACT NOTICE OF NON-RENEWAL

California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is a tax relief measure for owners of farmland. When a contract is signed, it is good for a period of ten years. After the first year of that ten year period, one more year is automatically added to the term of the contract so that it is always valid for ten years. If you do nothing to stop this automatic addition of a year, the contract will go on indefinitely.

The only guaranteed way of stopping the automatic renewal provision is for either the property owner or the County to file a "Notice of Non-Renewal". The following is how to determine the contract expiration date upon filing of a "Notice of Non-Renewal":

Table with 2 columns: Filing Date (all information based on the filing of a complete "Notice of Non-Renewal form") and Contract Expiration Year (all contracts expire on December 31st of the contract year). Rows include: January 1st - October 2nd (add 9 years) and October 3rd - December 31st (add 10 years).

Once a notice is recorded taxes will start to increase so that at the end of ten years, the taxes will be the same as if the property were never under contract. This increase is generally based on a formula that is part of State Law. Please contact the Assessors Office at (209) 525-6461 for specific information of property taxes.

Non-Renewal Process

- STEP 1: All information on the "Notice of Non-Renewal" form must be completed. County Planning Department staff will assist in providing the necessary contract, parcel, and recording information. It is recommended you have the form reviewed by staff prior to signing the form to insure the accuracy of the information provided.
- A separate form must be completed for each contract.
- The signature(s) of all current landowners must be notarized, notary signature page required.
- Type or print legibly, this document will be recorded.
- Do not modify the form provided by the Department.
STEP 2: Submit the completed "Notice of Non-Renewal" form and the \$159.00 processing fee to the County Planning Department.
STEP 3: The County Planning Department staff will prepare your notice for the recording process and take to the Recorder's Office for the official recording.
STEP 4: Once recorded and returned to the Planning Department, staff will mail a copy of the officially recorded document to the address provided at bottom of this document. Please allow 8 weeks for confirmation copy.

CONTACT INFORMATION:

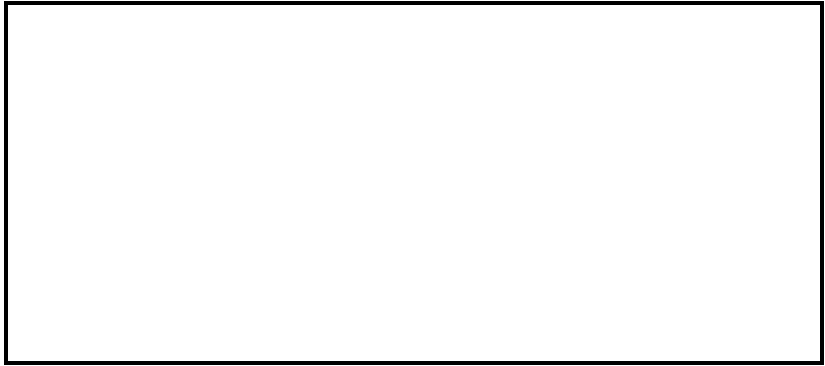
Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_
Address: \_\_\_\_\_
City, State, Zip \_\_\_\_\_

**RECORDED AT REQUEST OF:**

Stanislaus County  
Board of Supervisors

**WHEN RECORDED RETURN TO:**

Stanislaus County Department  
of Planning and Community Development  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, CA 95354



**NOTICE OF NON-RENEWAL CALIFORNIA LAND CONSERVATION CONTRACT**

CONTRACT NO. \_\_\_\_\_ ENTIRE CONTRACT or A PORTION \_\_\_\_\_ CONTRACT YEAR \_\_\_\_\_

ASSESSOR PARCEL NO(s) \_\_\_\_\_ TOTAL ACREAGE: \_\_\_\_\_

LOCATION: \_\_\_\_\_ S - T - R: \_\_\_\_\_

ORIGINAL LANDOWNER(S) AT TIME CONTRACT BEGAN: \_\_\_\_\_

NOTICE IS HEREBY GIVEN BY CURRENT "LANDOWNER(S)" that the Land Conservation Contract by and between the landowner(s) listed below and the County of Stanislaus, which was recorded \_\_\_\_\_ (date)

as Document Number: \_\_\_\_\_ **OR if prior to July 1984:** Instrument Number: \_\_\_\_\_  
\_\_\_\_\_ ; in Book \_\_\_\_\_ & Pages \_\_\_\_\_ through \_\_\_\_\_ of the Official Records

of Stanislaus County, California, is **NOT TO BE RENEWED.**

=====

**FOR PLANNING DEPARTMENT OFFICE USE ONLY**

This notice filed with Stanislaus County Planning Department on (date) \_\_\_\_\_.

The expiration date of said agreement is the last of December, \_\_\_\_\_.

Stanislaus County Board of Supervisors:  
Elizabeth A. King  
Clerk of the Board

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

The undersigned property owner(s) hereby declare(s) under penalty of perjury that the undersigned constitute the only owner(s) of the subject property and that all have agreed to this Notice of Non-Renewal.

<b>CURRENT LANDOWNERS NAME(s)</b> <b>(TYPE OR PRINT LEGIBLY)</b>	<b>CURRENT LANDOWNER(s) SIGNATURE(s)</b> <b>(ALL TO BE <u>NOTARIZED</u>)</b>

*EXHIBITS:*

(A) Assessor's Parcel Map

COUNTY: Stanislaus County

## **Bernadette Cizin**

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**From:** Janine Rowe  
**Sent:** Thursday, August 4, 2022 9:28 AM  
**To:** marcus.johnson@comcast.net  
**Cc:** Bernadette Cizin; Dianne Johnson  
**Subject:** Williamson Act Notice of Non Renewal  
**Attachments:** Instructions Non-Renewal.pdf; Non-Renew Application.pdf; Application for Development Review Rev. 2022.pdf

Good morning,

Attached are the following:

1. Instructions for Filing Application for Non-Renewal of Williamson Act Contract
2. Application for Non-Renewal of Williamson Act Contract
3. Application for Development Review

If you have any questions, please contact Bernadette Cizin at 530-841-2151.

**Janine Rowe**  
**Executive Secretary, Siskiyou County Community Development Department**  
**Clerk, Siskiyou County Planning Commission**  
**Clerk, Siskiyou County LAFCo**  
**806 S. Main St., Yreka, CA 96097**



# COUNTY OF SISKIYOU

## COMMUNITY DEVELOPMENT DEPARTMENT

Building ♦ Environmental Health ♦ Planning

806 South Main Street · Yreka, California 96097

Phone: (530) 841-2100 · Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/community-development>

**RICHARD J. DEAN**

DIRECTOR

**AARON STUTZ, MD**

PUBLIC HEALTH OFFICER

## INSTRUCTIONS FOR FILING APPLICATION FOR NON-RENEWAL OF WILLIAMSON ACT CONTRACT

Williamson Act contracts renew automatically each year unless a contract holder is to issue a Notice of Non-Renewal. Once a Notice is recorded, taxes will start to increase so at the end of ten years, the taxes will be the same as if the property were never under contract. Please contact the Assessor's Office at (530) 842-8036 for specific information regarding property taxes.

### APPLICATION CHECKLIST:

- The applicant shall pay the required application fee in the amount of \$650.00. Fees are accepted by check, cash, or money order. Checks and money orders should be made payable to **Siskiyou County**. The current application fee is as listed in Title 10 Chapter 6 Article 16 of the Siskiyou County Code of Ordinances.
- A completed and signed Planning Division Application For Development Review form.
- An Application for Non-Renewal form shall be properly filled out and signed by ALL property owners. All property owners shall sign (husband and wife) or a Power-of- Attorney shall be submitted specifically authorizing a designated person to sign the application. If the property owner is a corporation, a Resolution from the corporation authorizing this application shall be submitted. The Resolution shall indicate an individual or individuals who are authorized to sign the application on behalf of the corporation.
- Legal description of the property to be non-renewed.
- Deed
- The application must be submitted by the last Friday of September for the non-renewal to become effective for the following year.
- All current landowners on the Notice of Non-Renewal of Williamson Act Contract must be notarized.
- One copy of the current County Assessor's Map with the property for the proposed non-renewal delineated on the map shall be submitted with the application.

According to Section 65943 of the California Government Code, your application shall be reviewed by the County within 30 days from the filing date to determine the completeness of the application. You shall receive written notice if the application is determined to be incomplete. Please note that acceptance of the application as complete is not an indication of approval.

*The Planning Department or any other reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.*

**BUILDING**

Glenn Shockency, Deputy Director

**ENVIRONMENTAL HEALTH**

Dan Wessell, Deputy Director  
Exhibit C-2

**PLANNING**

Hailey Lang, Deputy Director



# COUNTY OF SISKIYOU

## COMMUNITY DEVELOPMENT DEPARTMENT

Building ♦ Environmental Health ♦ Planning

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**RICHARD J. DEAN**

DIRECTOR

**AARON STUTZ, MD**

PUBLIC HEALTH OFFICER

## APPLICATION FOR NON-RENEWAL OF WILLIAMSON ACT CONTRACT

NOTE: FAILURE TO ANSWER APPLICABLE QUESTIONS AND REQUIRED ATTACHMENTS  
COULD DELAY THE PROCESSING OF YOUR APPLICATION.

1. Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone:(Business) \_\_\_\_\_ (Home) \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Property Owner(s):

Name: \_\_\_\_\_

3. Request or Proposal: \_\_\_\_\_

5. Address and Location of Project: \_\_\_\_\_

6. Current Assessor's Parcel Number(s): \_\_\_\_\_

8. Existing Use of Property: \_\_\_\_\_

9. Proposed Use of Property: \_\_\_\_\_

11. Date Contract was Recorded: \_\_\_\_\_

12. Recording Number for Contract: \_\_\_\_\_

13. Names of Landowner(s) on Contract: \_\_\_\_\_

16. Provide any additional information that may be helpful in evaluating your  
proposal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUILDING**

Glenn Shockency, Deputy Director

**ENVIRONMENTAL HEALTH**

Dan Wessell, Deputy Director  
Exhibit C-2

**PLANNING**

Hailey Lang, Deputy Director



## Siskiyou County Planning Division

806 South Main Street · Yreka, California 96097

Phone: (530) 841-2100 · Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/planning>

### Application for Development Review

Application No(s): \_\_\_\_\_ Date Filed: \_\_\_\_\_

(the above is completed by staff)

#### I. General Data Required

A. Name of Applicant (Please Print): \_\_\_\_\_

B. Address or Location of Property: \_\_\_\_\_

C. Assessor's Parcel Number(s): \_\_\_\_\_

D. Site Area (acres/sq. ft.): \_\_\_\_\_

E. Current Zoning: \_\_\_\_\_

F. Proposed Zoning: \_\_\_\_\_

G. Existing Use of Property: \_\_\_\_\_

H. Property Owners / Homeowners Association (Name, Address, Contact Person, Telephone / Email):

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

I. Description of Proposal: \_\_\_\_\_

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

(continue on separate sheet if necessary)

#### II. Applicant Information

**A. Applicant:** In signing this application, I, as applicant, represent to have obtained authorization from the property owner to file this application. I agree to be bound by conditions of approval, subject only to the right to object at the hearings on the application or during the appeal period. If this application has not been signed by the property owner, I have attached separate documentation of full legal capacity to file the application. I certify that the information and exhibits submitted are true and correct.

Name (Pls. Print): \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_

Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**III. Authorization and Consent of Property Owner**

- A. Property Owner: All property owners shall sign, or a power-of-attorney shall be submitted specifically authorizing a designated person to sign the application. If the property owner is a corporation, a Resolution from the corporation authorizing this application shall be submitted. The Resolution shall indicate an individual or individuals who are authorized to sign the application on behalf of the corporation.**

In signing this application, I, as property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during the appeal period. I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form. I further agree and grant authorization to enter said property to the County for the limited purpose of examining the property with respect to the proposed project/land use.

**Staff may request a site inspection. Notice will be given and Staff will coordinate such inspection with the Applicant Team.**

The authorization is valid from the date of this application until the date of project determination or withdrawal. In applying for this application(s), I also agree to diligently process and complete all requirements necessary for said application(s) to be considered complete and ready for processing, and I hereby do agree that failure to do so in accordance with County Code constitutes an abandonment of said application(s) and my desire to withdraw said application(s).

**I further agree to defend, indemnify and hold harmless Siskiyou County, its agents, officers and employees from any legal challenge resulting from this application in accordance with the County's Indemnification Agreement. The Indemnification Agreement is required to be fully executed prior to any public hearings for this application request. I further stipulate that if I fail to comply with said Agreement that I agree and consent to the County rescinding any and all approvals that are subject to this application.**

Name (Pls. Print): \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_

Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Pls. Print): \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_

Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* ADDITIONAL PROPERTY OWNERS PLEASE FILL OUT AND SIGN ON NEXT PAGE \*\***

**Authorization and Consent of Property Owner – CONTINUED**

**B. Property Owner: All property owners shall sign, or a power-of-attorney shall be submitted specifically authorizing a designated person to sign the application. If the property owner is a corporation, a Resolution from the corporation authorizing this application shall be submitted. The Resolution shall indicate an individual or individuals who are authorized to sign the application on behalf of the corporation.**

In signing this application, I, as property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during the appeal period. I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form. I further agree and grant authorization to enter said property to the County for the limited purpose of examining the property with respect to the proposed project/land use.

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Name (Pls. Print): \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Pls. Print): \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. Representatives and Others Who Should Receive Reports and Legal Notices**

**A. Rep. Name (Pls. Print):** \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

**B. Rep. Name (Pls. Print):** \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

**C. Rep. Name (Pls. Print):** \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

**D. Other (Pls. Print):** \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

**E. Other (Pls. Print):** \_\_\_\_\_ Daytime Telephone: \_\_\_\_\_  
Company: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City / ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

## **Bernadette Cizin**

---

**From:** Janine Rowe  
**Sent:** Thursday, August 4, 2022 11:08 AM  
**To:** Bernadette Cizin  
**Subject:** FW: Williamson Act Notice of Non Renewal  
**Attachments:** Instruction - Ag. Preserve - Procedures for Filing Notice of Non Renewal.pdf

**Janine Rowe**  
**Executive Secretary, Siskiyou County Community Development Department**  
**Clerk, Siskiyou County Planning Commission**  
**Clerk, Siskiyou County LAFCo**  
**806 S. Main St., Yreka, CA 96097**  
**Direct Line: 530-842-8201**

---

**From:** Marcus Johnson <marcus.johnson@comcast.net>  
**Sent:** Thursday, August 4, 2022 11:07 AM  
**To:** Janine Rowe <jrowe@co.siskiyou.ca.us>  
**Subject:** Re: Williamson Act Notice of Non Renewal

Hi Janine,  
I was sent the wrong forms.  
I do not need to apply for a Non Renewal Notice. I simply have to file it.  
Do you have a blank Non Renewal Notice? I would like to have it in a format that is "recordable!" and recognizable.  
I need to address it to the Clerk of the Board of Supervisor and record it with the county recorder.  
I need to include recording fees.  
Please see the instruction sheet that Solano County supplies with notices.

Thank you, Marcus B Johnson

On Aug 4, 2022, at 9:28 AM, Janine Rowe <[jrowe@co.siskiyou.ca.us](mailto:jrowe@co.siskiyou.ca.us)> wrote:

Good morning,

Attached are the following:

1. Instructions for Filing Application for Non-Renewal of Williamson Act Contract
2. Application for Non-Renewal of Williamson Act Contract
3. Application for Development Review

If you have any questions, please contact Bernadette Cizin at 530-841-2151.

**Janine Rowe**  
**Executive Secretary, Siskiyou County Community Development Department**  
**Clerk, Siskiyou County Planning Commission**

**Clerk, Siskiyou County LAFCo**  
**806 S. Main St., Yreka, CA 96097**

<Instructions Non-Renewal.pdf><Non-Renew Application.pdf><Application for Development Review  
Rev. 2022.pdf>



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## PROCEDURES FOR FILING NOTICE OF NONRENEWAL OF LAND CONSERVATION (Williamson Act) CONTRACTS

1. **GENERAL COMMENTS** - If the landowner desires in any year not to renew the land conservation contract, the landowner shall serve written notice of nonrenewal of the contract upon the Board of Supervisors 90 days in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner's at least 90 days prior to the annual renewal date, the contract shall be considered renewed as provided in Section 51244 or 51244.5 of the Government Code.
2. **FILING NOTICE** - A written notice must be signed by the owner(s) of the contracted land and filed with the Clerk to the Board of Supervisors.
3. **RECORDING NOTICE** - Within 20 days of receipt of a correctly filed written notice, the Clerk to the Board of Supervisors will record with the County Recorder a copy of the Notice of Nonrenewal and notify the County Assessor, the Planning Services Division, and the property owner of the recording.
4. **NOTICE TO STATE DEPARTMENT OF CONSERVATION** - The Clerk to the Board of Supervisors will provide a copy of the Notice of Nonrenewal to the Director of Conservation within 30 days of receipt of correctly filed written notice.
5. **EFFECT** - Upon filing Notice of Nonrenewal, the contract will remain in effect for the balance of the period remaining (approximately 9 years) except that taxes will gradually increase towards full unrestricted value. Contact the County Assessor's Office to determine the rate and amount of any tax increase.

**NOTE: Notice of Nonrenewal forms are available at the Department of Resource Management, Planning Services Division. It is recommended the form be returned to the Planning Services Division to be checked for completeness prior to filing with the Clerk to the Board of Supervisors for recordation.**

Marcus B Johnson  
5071 Glenwood Court  
Pleasanton, California 94588  
925.846.2715  
August 15, 2022

Laura Bynum, Clerk  
The Siskiyou County Board of Supervisors  
311 Fourth Street, Room 201  
Yreka, California 96097

Dear Ms. Bynum,

Enclosed please find one original copy of an executed and notarized NOTICE OF NON-RENEWAL FOR A CALIFORNIA LAND CONSERVATION CONTRACT.

This is written notice of non-renewal as it is contemplated in Siskiyou County Land Contract Contract Number 71013.

This notice pertains to Assessor's Parcel Number 023-540-240-000 and no other parcel(s) under this contract.

I am the successor owner as it is contemplated in the above contract.

Please record this copy and keep it for your files. Please also ask the County Recorder to send a conformed copy to me at the above address and copies to the County Assessor and Planning Director.

I have included assessor's platt map with the Parcel in Question indicated. I have also included a copy of Contract Number 71013 for your reference.

Thanking you, I am

Sincerely,

  
Marcus B Johnson

RECEIVED

AUG 23 2022

SISKIYOU COUNTY  
CLERK'S OFFICE

## **Bernadette Cizin**

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Thank you, Marcus B Johnson

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Good morning,

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3. Application for Development Review

If you have any questions, please contact Bernadette Cizin at 530-841-2151.

**Janine Rowe**  
**Executive Secretary, Siskiyou County Community Development Department**  
**Clerk, Siskiyou County Planning Commission**



**Clerk, Siskiyou County LAFCo**  
**806 S. Main St., Yreka, CA 96097**

<Instructions Non-Renewal.pdf><Non-Renew Application.pdf><Application for Development Review  
Rev. 2022.pdf>

NOTICE OF NON-RENEWAL  
FOR A  
CALIFORNIA LAND CONSERVATION CONTRACT

The property owners of those properties listed below hereby give notice to the County of Siskiyou, pursuant to the California Government Code Section 51245, of the non-renewal of said contract.

Contract Number: **71013**, as recorded in Siskiyou County Book Number: **621**, Page Number(s): **216 through 224**

Assessor's Parcel Number: **023-540-240-000**

Owner(s) of Contracted Land:  
Marcus B Johnson  
5071 Glenwood Court  
Pleasanton, California 94588

The undersigned property owner is a party to a California Land Conservation Act Contract with the County of Siskiyou. Said Contract controls that property described by the above listed parcel numbers.

This Notice of Non-Renewal **does not** encompasses all contracted land for Contract Number: **71013**

Signatures of all parties having an ownership interest in the affected property:

Signature 

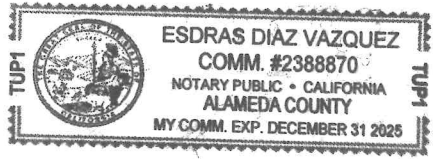
Printed Name MARCUS B. JOHNSON

Date August 15, 2022

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

State of California  
County of Alameda  
On 08/15/2022, before me, Esdras Diaz Vazquez, Notary Public,  
personally appeared Marcus B. Johnson  
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 State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.







MAY 5 11 06 AM '71  
Vol. 621, Page 216

*8125*

11513

RECORDER FFF No Charge

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 by resolution; 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 land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California.

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

LAND CONSERVATION CONTRACT

IT IS AGREED by and between the OWNER and the COUNTY as follows:

Section 1. CONTRACT. This is a "Contract" made pursuant to the California Land Conservation Act of 1965, as 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 "A" attached hereto.

Section 2. TERM. This Contract shall take effect on Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. RENEWAL. NOTICE OF NONRENEWAL. 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 written notice of nonrenewal is served by the Owner on the County at least 90 days prior to said date or written notice of nonrenewal is served by the County on the Owner at least 60 days prior to said date. Under no circumstances shall a notice of 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 in the Resolution establishing the Agricultural Preserve. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve. 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 listed in said Resolution establishing the Agricultural Preserve.

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 said Agricultural Preserve to add to those authorized uses or eliminate a use listed in the Resolution establishing the Agricultural Preserve which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

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 readoption 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 land 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 Contract.

(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 (1) 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 COUNTY. The Owner shall not receive any payment from the 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. 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 public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (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



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. 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 public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (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% 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 assessed to 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 10. 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 11. 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 12. 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 13. CONTRACTS BINDS SUCCESSORS. The

term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, 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.

Section 14. 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 nonrenewal by the County.

Section 15. CONVEYANCE CONTRARY TO 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 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

Section 17. 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  
Courthouse  
Yreka, California 96097

Notice to the Owner shall be addressed as follows:

JAMES M. DENNY & (ROSALIE) MARGARET H. DENNY  
60 CRAGMONT AVE.  
SAN FRANCISCO CALIF. 94116

IN WITNESS WHEREOF the Owner and the County  
have executed this Contract on the day first above written.

James M. Denny  
Margaret H. Denny

OWNER

ATTEST:

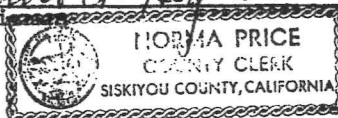
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price  
Clerk

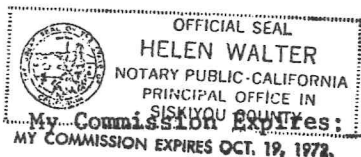
Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

ss.



On this 26<sup>th</sup> day of February, 1971, before me, Helen Walter a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Helen Walter  
Notary Public

oo0oo

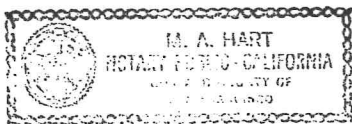
STATE OF CALIFORNIA )  
COUNTY OF San Francisco )

ss.

On this 1st day of February, 1971, before me, M. A. Hart a Notary Public, in and for said San Francisco County, personally appeared James M. Denny & Margaret H. Denny known to me to be the person's whose name's subscribed to the within instrument, and acknowledged to me that they executed the same.

M. A. Hart  
Notary Public

My Commission expires: March 15, 1971







**DEPARTMENT OF RESOURCE MANAGEMENT  
PLANNING SERVICES APPLICATION FORM**

675 Texas Street Suite 5500, Fairfield, CA 94533

(707) 784-6765 Phone

(707) 784-4805 Fax

[www.solanocounty.com](http://www.solanocounty.com)

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## **PROCEDURES FOR FILING NOTICE OF NONRENEWAL OF LAND CONSERVATION (Williamson Act) CONTRACTS**

1. **GENERAL COMMENTS** - If the landowner desires in any year not to renew the land conservation contract, the landowner shall serve written notice of nonrenewal of the contract upon the Board of Supervisors 90 days in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner's at least 90 days prior to the annual renewal date, the contract shall be considered renewed as provided in Section 51244 or 51244.5 of the Government Code.
2. **FILING NOTICE** - A written notice must be signed by the owner(s) of the contracted land and filed with the Clerk to the Board of Supervisors.
3. **RECORDING NOTICE** - Within 20 days of receipt of a correctly filed written notice, the Clerk to the Board of Supervisors will record with the County Recorder a copy of the Notice of Nonrenewal and notify the County Assessor, the Planning Services Division, and the property owner of the recording.
4. **NOTICE TO STATE DEPARTMENT OF CONSERVATION** - The Clerk to the Board of Supervisors will provide a copy of the Notice of Nonrenewal to the Director of Conservation within 30 days of receipt of correctly filed written notice.
5. **EFFECT** - Upon filing Notice of Nonrenewal, the contract will remain in effect for the balance of the period remaining (approximately 9 years) except that taxes will gradually increase towards full unrestricted value. Contact the County Assessor's Office to determine the rate and amount of any tax increase.

***NOTE: Notice of Nonrenewal forms are available at the Department of Resource Management, Planning Services Division. It is recommended the form be returned to the Planning Services Division to be checked for completeness prior to filing with the Clerk to the Board of Supervisors for recordation.***

Marcus B Johnson  
5071 Glenwood Court  
Pleasanton, California 94588  
925.846.2715  
August 16, 2022

Richard Dean, Director  
Community Development Department  
County of Siskiyou  
806 South Main Street  
Yreka, California 96097

Dear Mr Dean,

I believe that I received the enclosed letter in error. To the best of my knowledge, I am in full compliance with Siskiyou County Williamson Act Contract Number 73032.

I have included a copy of Contract Number 73032.

I am a successor owner under this contract.

This contract mentions "the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve." Please send me a copy of that Board of Supervisors Resolution in effect at the execution of this contract. The contract was signed on December 8, 1972 and recorded on February 24, 1973.

I believe that all parties need to read and acknowledge this controlling document before any standards for compliance to the above contact can be evaluated correctly.

Thanking you, I am

Sincerely,



Marcus B Johnson



# COUNTY OF SISKIYOU

COMMUNITY DEVELOPMENT DEPARTMENT

**Building ♦ Environmental Health ♦ Planning**

806 South Main Street, Yreka, California 96097

Phone: (530) 841-2100 · Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/community-development>

RICHARD J. DEAN  
DIRECTOR

AARON STUTZ, MD  
PUBLIC HEALTH OFFICER

August 8, 2022

JOHNSON MARCUS B  
5071 GLENWOOD COURT  
PLEASANTON CA 94588-3715

Re: Williamson Act Contract # 73032

The Community Development Department evaluates properties in Siskiyou County that are under Williamson Act contract to ensure their compatibility and consistency with the purpose and intent of the Williamson Act. We have found this contract to be out of compliance with the Williamson Act and/or our county policies.

It is our intent to move forward with a Notice of Non-Renewal for the above-mentioned contract. The Board of Supervisors will review the recommendation to issue a Notice of Non-Renewal at a Siskiyou County Board of Supervisors meeting. We will send you notice with the date, time, and place of the Public Hearing, at least 10 days before it is held. The hearing would likely be held at 311 Fourth Street, Second Floor, Yreka, California on Tuesday, September 6, 2022, at 9:00 a.m. or shortly thereafter. Should the Board of Supervisors approve of the Notice, you may make a written protest of the Notice in accordance with California Governmental Code Section 51245. The County may, at any time prior to the renewal date, withdraw the Notice of Non-Renewal.

If you feel that all properties under this contract are in compliance, or would like to discuss this further, please call our office at (530) 841-2100 or email [planning@co.siskiyou.ca.us](mailto:planning@co.siskiyou.ca.us) by no later than August 31, 2022.

Sincerely,

Bernadette Cizin  
Assistant Planner



#192

This 16th day of July 1973

FRANK J. DeMARCO

County Clerk

Frank J. DeMarco

FILED 11727

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

NORMA PRIDE, CLERK

Quentin J. Tobias & Beverly Jane Tobias  
Federal Land Bank Assn. of Alturas,

OWNER/OWNERS NAME AS RECORDED:

(Include trust deed or other encumbrance holders. Use separate sheet if necessary)  
Michael Denny, Robert E. Denny

APPLICANT'S NAME (if other than above):

APPLICANT'S ADDRESS: P.O. Box 307 Tres Pinos, Ca 95075

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: Quentin J. Tobias

MAILING

ADDRESS Box 307 Tres Pinos Ca 95075

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
	<del>23-120-040</del> 23-120-040	101
	23-140-200	69.5
	23-540-080	161
	23-560-080	27
Total acreage		358 1/2

Attached hereto and made a part hereof as if fully set forth is a list and copies of pertinent code sections relating to California Land Conservation Contracts.

I declare under penalty of perjury that the information contained in the application is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the cost incurred to correct the records concerning the land conservation contract and any and all cost of collecting or correcting taxes, along with a reasonable attorneys fee which may be incurred in this matter.

OWNER/OWNERS SIGNATURE

Quentin J. Tobias  
Beverly Jane Tobias

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes No X

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:

Intensive Agriculture



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 by resolution; 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 land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California.

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

LAND CONSERVATION CONTRACT

IT IS AGREED by and between the OWNER and the COUNTY as follows:

Section 1. CONTRACT. This is a "Contract" made pursuant to the California Land Conservation Act of 1965, as 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 "A" attached hereto.

Section 2. TERM. This Contract shall take effect on \_\_\_\_\_, 19\_\_\_\_, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. RENEWAL. NOTICE OF NONRENEWAL. 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 written notice of nonrenewal is served by the Owner on the County at least 90 days prior to said date or written notice of nonrenewal is served by the County on the Owner at least 60 days prior to said date. Under no circumstances shall a notice of 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 in the Resolution establishing the Agricultural Preserve. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve. 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 listed in said Resolution establishing the Agricultural Preserve.

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 said Agricultural Preserve to add to those authorized uses or eliminate a use listed in the Resolution establishing the Agricultural Preserve which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

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 readoption 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 land 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 Contract.

(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 (1) 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 COUNTY. The Owner shall not receive any payment from the 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. 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 public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (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% 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 assessed to 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 10. 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 11. 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 12. 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 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, 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.

Section 14. 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 nonrenewal by the County.

Section 15. CONVEYANCE CONTRARY TO 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 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

Section 17. 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  
Courthouse  
Yreka, California 96097





Notice to the Owner shall be addressed as follows:

Quentin J. Tobias and Beverly Jane Tobias

PO Box 307

Tres Rinos, Ca 95075

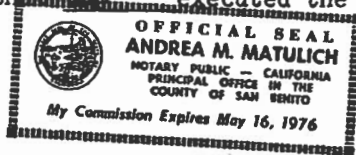
IN WITNESS WHEREOF the Owner and the County have  
executed this Contract on the day first above written.

Quentin J. Tobias  
Beverly Jane Tobias

OWNER

STATE OF CALIFORNIA )  
COUNTY OF San Benito ) ss.

On this 8th day of December, 1972,  
before me, \_\_\_\_\_, a Notary  
Public, in and for said San Benito County, personally  
appeared Quentin J. Tobias and Beverly Jane Tobias  
known to me to be the persons whose names  
subscribed to the within instrument, and acknowledged to me  
that they executed the same.



Andrea M. Matulich  
Notary Public

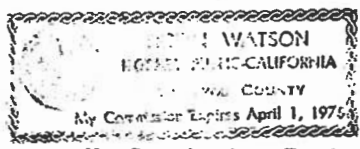
My Commission expires: \_\_\_\_\_

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk  
Joseph A. Hayden Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this 10th day of February, 1975, before  
me, Robin Watson a Notary Public, in and for  
said Siskiyou County, personally appeared  
Joseph A. Hayden known to me to be the Chairman  
of the Board of Supervisors of Siskiyou County whose name is  
subscribed to the within instrument, and acknowledged to me  
that he executed the same.



Robin Watson  
Notary Public

My Commission Expires: 4-1-75