

Staff Report

Submission Date: December 14, 2022

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Crawford APA-22-12, Williamson Act Contract No 76030, Application to amend the existing Agricultural Preserve to include 222.78 additional acres and amend the contract to rescind their property and reissue a single contract consisting solely of property under their ownership.

Location: The project site is located on De Soza Lane, north of the community of Grenada on APNs 038-010-140, 038-020-220, 038-030-030, 038-030-060, and 038-160-050, Township 44N, Range 6W, Sections 11, 12 and 14, MDBM.

Exhibits: **A.** Existing Contract and Establishment of Agricultural Preserves
1. Contract No. 76030 (Clerk's No. 285)
B. Williamson Act Contract Amendment Questionnaire
C. Location Map
D. Zoning Map

Background and Discussion

The proposed project is requesting to bring all property owned by Mr. & Mrs. Crawford, approximately 702.78 acres, under one individual Williamson Act Contract. Presently, 480 acres are currently encumbered by a Williamson Act contract with property under two separate owners and 222.78 acres are not within an Agricultural Preserve. To accomplish this request, the Board of Supervisors would need to first amend the existing Agricultural Preserve to include 222.78 acres of non-prime ag land, then approve the rescission of the 480 acres from the existing Williamson Act contract and reentry into a new contract.

The property has historically been used for and continues to be used for a commercial cow/calf operation, with approximately 130 acres of irrigated hay fields that are grazed after harvest and approximately 567 acres is utilized as dry pasture for the family owned 200 +/- pair. The property is developed with a single-family dwelling and accessory structures incidental to the agricultural operation.

Parcel Creation

- APNs 038-020-220, 038-030-030, 038-030-060, and 038-160-050 together are one, 222.78-acre, legal parcel created as BLA Parcel of Boundary Line Adjustment as recorded on July 16, 1998, in the Siskiyou County Records as Document No. 98-008488.
- APN 038-010-140 is a 480-acre legal parcel created on March 2, 1926, by United States Patent numbers 013806 and 013807.

Exhibit C

Parcel History

- APN 038-010-140 consists of 480 acres and is a portion of Williamson Act Contract No. 76030 (Clerk's No. 285) as recorded on February 17, 1976, in the Siskiyou County Records in Volume 750 at Page 226 and Agricultural Preserve established by Board Resolution No. 31, Book 7, adopted on February 10, 1976.
- APNs 038-020-220, 038-030-030, 038-030-060, and 038-160-050 are not in an Agricultural Preserve.

Analysis

Zoning

All parcels shall be restricted by zoning to an agricultural use pursuant to Rules Section III, Item D.

All property proposed to be part of the preserve is zoned Non-Prime Agricultural, 40-acre minimum (AG-2-B-40), as shown on the zoning map (Exhibit D).

Minimum Parcel Size

Per County Rules Section III, Item E, lands shall be in parcels large enough to sustain their commercial agricultural use if the contracted land within a qualifying preserve is at least 40 acres in size. Property is evaluated by legally established parcel.

The parcels that are part of the proposal exceed the 40-acre minimum with the smallest parcel being 222.78 acres.

Preserve Requirements

480 acres are currently within an Agricultural Preserve. The addition of 222.78 acres conflicts with the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules).

Rules Section III, Item A, "it shall be the policy of Siskiyou County to deny applications requesting to establish a new agricultural preserve or significantly increase the size of an existing agricultural preserve when the State of California has not appropriated funding for subvention payment."

This application proposes to increase the size of a preserve by 222.78 acres.

Agricultural Production Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production.

The property has historically been used for and continues to be used for dryland and irrigated pasture for cattle grazing and hay production. Currently they run approximately 200 cow/calf pairs, all family owned.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production.

The primary use of the property is grazing for cattle with less than 5 acres dedicated to the homesite.

Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is not consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts due to the inclusion of 222.78 acres of unincumbered land. The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution to rescind the 480 acres from the existing contracts and reissue a contract for those 480 acres only.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator

1-4-2023
Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on December 14, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

#285

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
 SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: RAYMOND H. SEARS
 (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

APPLICANT'S NAME (if other than above): SAME

APPLICANT'S ADDRESS: RT. 1, Box 338 MONTAGUE, CALIF. 96064

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: _____

MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
 (Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>DRY PASTURE</u>	<u>12-010-080</u>	<u>480.0</u>
<u>IRR. & DRY PASTURE</u>	<u>12-020-270</u>	<u>99.3</u>

Total Acreage 579.3

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: Raymond H. Sears

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION _____

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 March 1, 1976, 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.

(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

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.

EXHIBIT "A"

List Assessor's Parcel Numbers below:

12-010-080 /

12-020-270 /

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME RAYMOND H SEARS ADDRESS RT. 1, Box 338 MONTAGUE

PARCEL NUMBERS 12-010-080
12-020-270

HOW LONG HAVE YOU OWNED THIS LAND? 41

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 480.0 7.34³ Carrying capacity 30-40 HD. Imp.
IN SPRING

Irrigated pasture acreage 65 Carrying capacity 40 HD. For

Dry farming acreage _____ Crops grown _____ Production per acre 7 Mos.

Field crop acreage _____ Crops grown _____ Production per acre _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ _____ per year _____ acres _____ Fishing Rights \$ _____ per year _____

Other recreational rights \$ _____ per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner _____ No. of acres _____

Rental fee per acre _____ Use of land _____

Terms of lease _____ Lease termination date _____

Share cropped with others: Crop _____ % to owner _____ Acres _____

LAND LEASED TO OTHERS:

Name and address of lessee STANLEY SEARS

No. of acres 579.3 Rental fee per acre 7.00 Pr. Per. Use of land

Terms of lease Yr. & 1/2 Lease termination date _____

Share cropped to others: Crop _____ % to owner _____ Acres _____

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

The above statements are certified by the undersigned to be true and correct and this land is used for the intensive production of food or fibre, or the land is used to support the agricultural economy and has public value.

Signed Raymond H Sears Date _____

Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

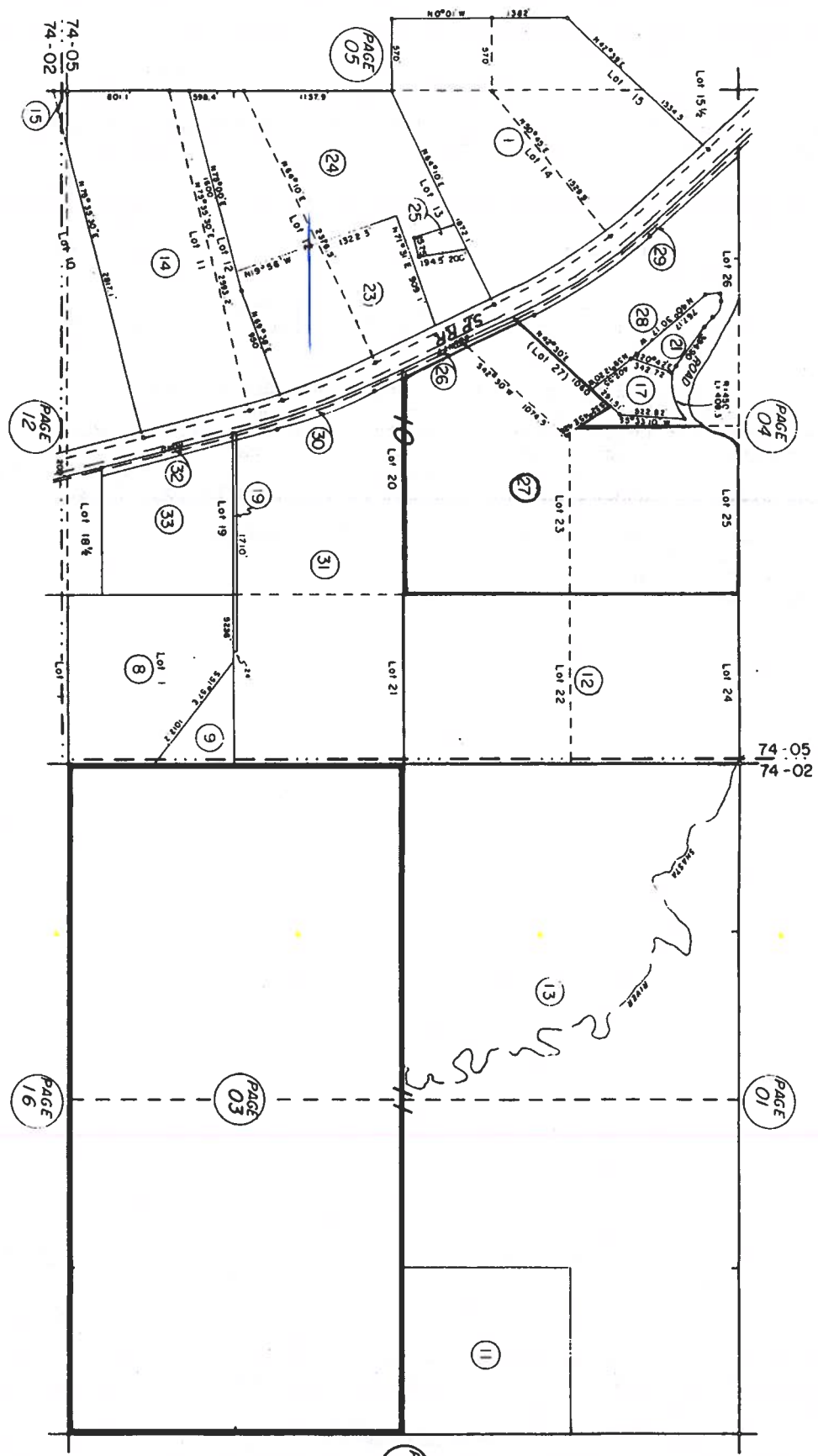
Adopted 11-28-72

VOL 750 PAGE 236

T 44 N R 6 W
 Sec. 10 & N½ of Sec. 11
 Por. of Lot 1 Grenada Ranch Tract & Por. of Shasta River Tract

Tax Area Code
 74-02
 74-05

12-02



Map 750 page 239

Map 750 page 240

Assessor's Map
 County of Siskiyou, California

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, regional number or code number may not be used to establish Title or Ownership.

Exhibit C

Exhibit A

Agricultural Production Questionnaire

CA 96064

Owner's Name: ^{John A &/or} Susan C Crawford Address: 2212 DeSoza Ln Montague,

Parcel numbers: 038-160-050, 038-030-060, 038-030-030,
038-020-220, 038-010-140

How long have you owned this land? 11 months

Type of Agricultural Use:

Dry pasture acreage 582.58 (approx) Carrying capacity _____

Irrigated pasture acreage 120 (approx) Carrying capacity _____

Dry farming acreage Crops Grown _____ Production per acre _____

Field crop acreage 60 Crops Grown Hay Production per acre 2.3 ton/acre

Type of Irrigation (pivot line, ditch, etc.) ditch, pipe

Row crop acreage Crops Grown _____ Production per acre _____

Grazing AUM _____ Term per year Fees paid _____

Other acreage _____ Type _____ Production per acre _____

Other Income and Compatible Uses:

Hunting rights \$ _____ per year _____ acres Fishing Rights \$ _____ per year _____

Other recreation rights \$ _____ per year _____ type _____

Mining and exploration \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

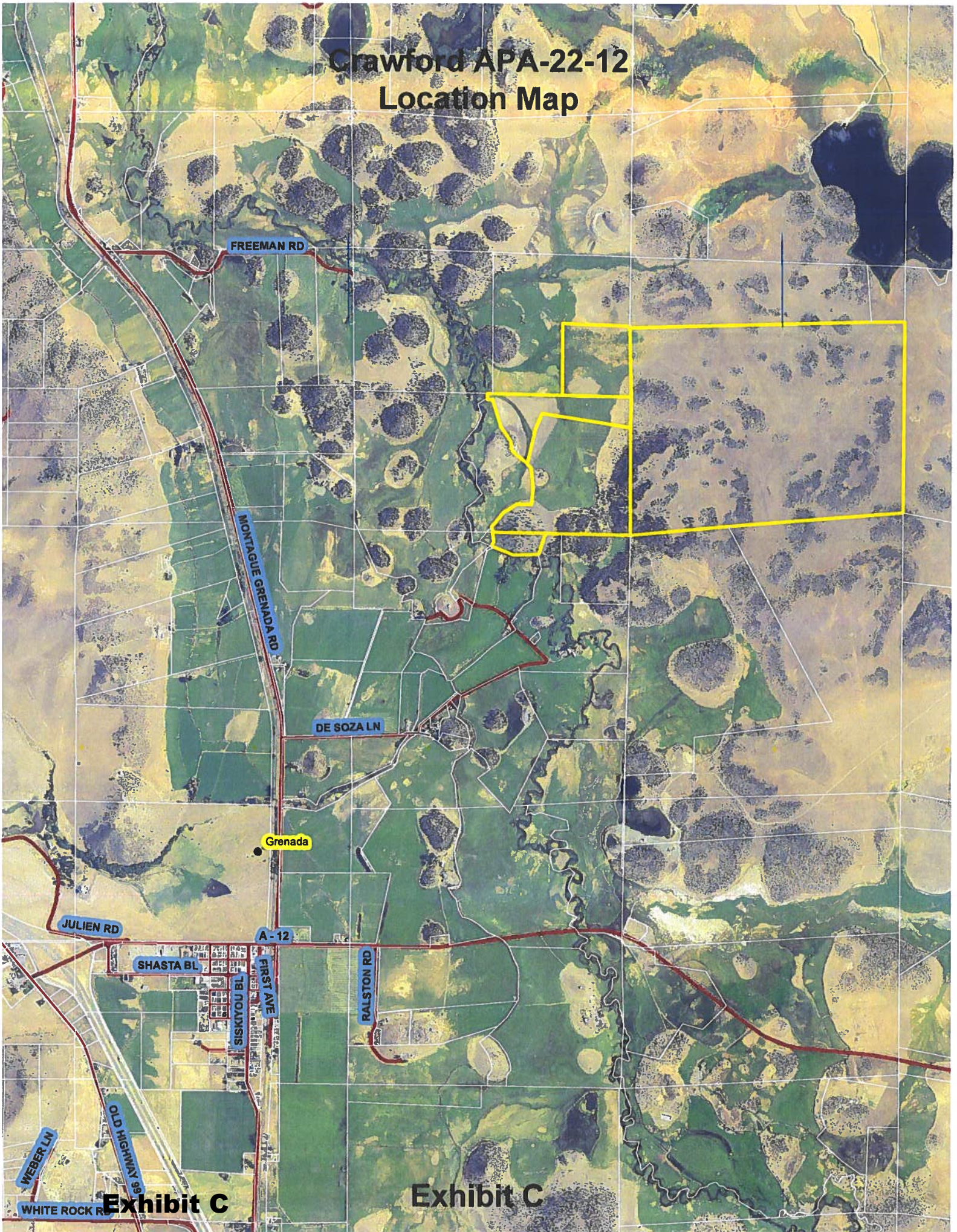
Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Additional description of use(s) listed above and other compatible uses that do not result in income.

Crawford APA-22-12 Location Map



FREEMAN RD

MONTAGUE GRENADA RD

DE SOZA LN

Grenada

JULIEN RD

A - 12

SHASTA BL

FIRST AVE

SISKIYOU BL

RALSTON RD

OLD HIGHWAY 99

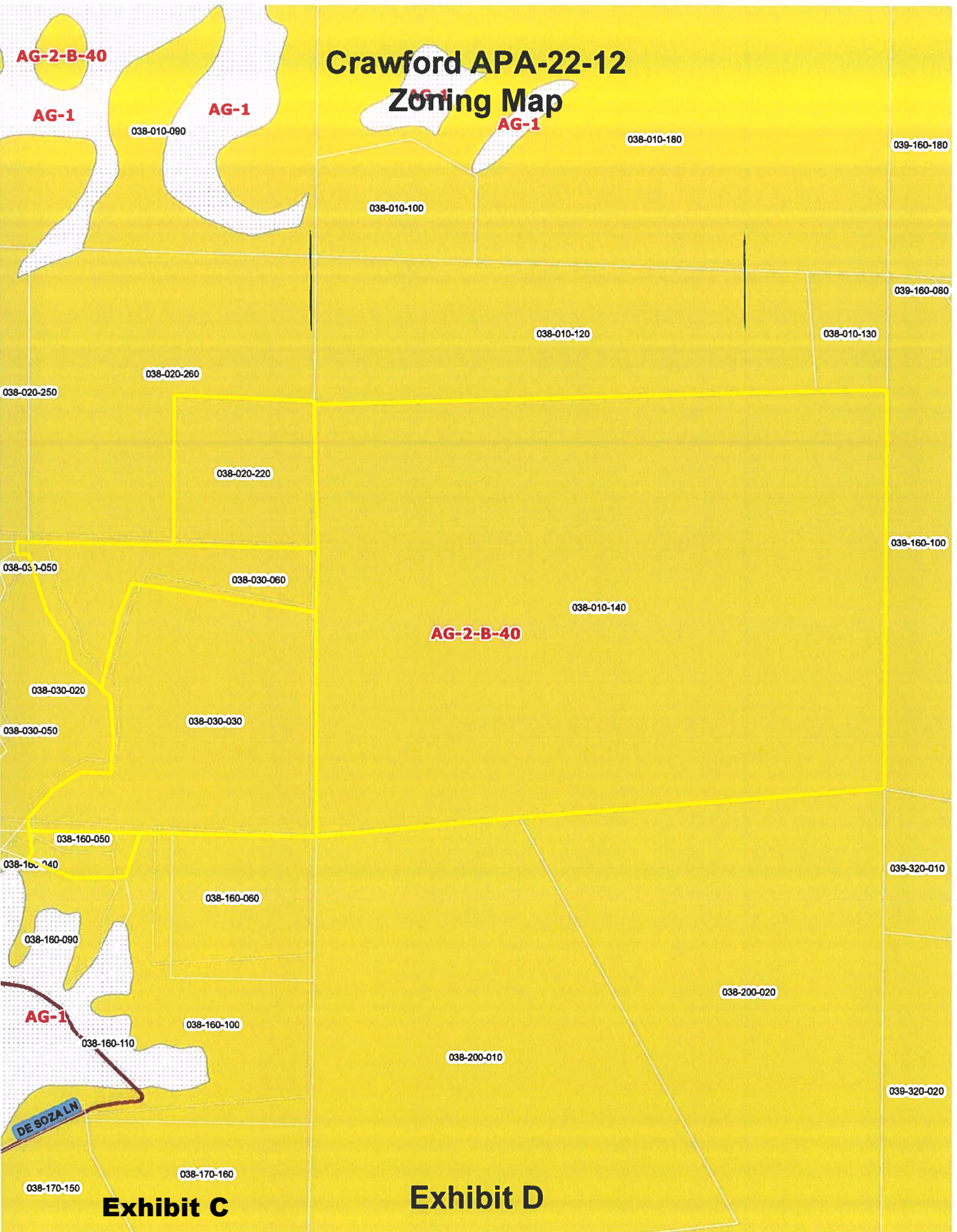
WEBER LN

WHITE ROCK RD

Exhibit C

Exhibit C

Crawford APA-22-12 Zoning Map



AG-2-B-40

AG-1

AG-1

038-010-090

038-010-100

038-010-180

039-160-180

038-010-120

038-010-130

039-160-080

038-020-260

038-020-250

038-020-220

039-160-100

038-030-050

038-030-060

038-010-140

AG-2-B-40

038-030-020

038-030-050

038-030-030

038-160-050

038-160-040

038-160-060

039-320-010

038-160-090

AG-1

038-160-100

038-200-020

038-160-110

038-200-010

039-320-020

DE SOZA LN

038-170-160

038-170-150

Exhibit C

Exhibit D