

# Staff Report

Submission Date: January 5, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Acord APA-22-16, Application to rescind property from the existing Williamson Act contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of livestock grazing.

Location: The project site is located on Ball Mountain Little Shasta Road, north and east of the city of Montague on APNs 011-010-150, 011-020-170 and 011-040-090, Township 45N, Range 4W, Sections 9, 10 and 15, MDBM.

Exhibits:

- A. Existing Contracts and Establishment of Agricultural Preserves
  1. Contract No. 73025 (Clerk's No. 191)
  2. Board Resolution No. 119, Book 5
- B. Williamson Act Contract Amendment Questionnaire
- C. Map of property under existing contract No. 73025
- D. Location Map
- E. Zoning Map
- F. Comments

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## Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under one ownership. The subject property is approximately 511 acres currently under one contract 4290-acre contract, which has five different property owners (Exhibit C). To accomplish this request, the Board of Supervisors would need to approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

### Parcel Creation

- APNs 011-010-150, 011-020-170 and 011-040-090 together are one, 511-acre, legal parcel created as the Henry Parcel of Boundary Line Adjustment as recorded on December 28, 1995, in Siskiyou County Records as Document No. 95-016554.

### Parcel History

#### Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 73025 (Clerk's No. 191) as recorded on February 26, 1973, the Siskiyou County Records in Volume 682 at Page 981.

#### Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 119, Book 5, adopted on February 8, 1975.

## 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 Prime Agricultural (AG-1), Prime Agricultural, 40-acre minimum (AG-1-B-40) and 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.

*At 511 acres, the parcel that is proposed to remain in the agricultural preserve exceeds the 40-acre minimum parcel size.*

### 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 cattle grazing. The property is currently leased out for grazing cattle each year.*

### Compatible Uses

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

*The primary use of the property is dryland cattle grazing, with the compatible use of honeybees.*

## Comments

### Agency Comments

#### ***Siskiyou County Agricultural Commissioner***

The Agricultural Commissioner has no issues with this proposal.

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

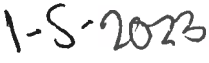
## Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, with the exception of the inclusion of an additional 222.78 acres. The Administrator recommends the Siskiyou County Board of Supervisors adopt the Resolution to rescind the subject property from the existing contract and reissue a single contract for the 480 acres with the Agricultural Use of livestock grazing and the compatible use of hay production.

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 January 5, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

#191

This 16th day of Feb, 1973

FILED

11726

FRANK J. DE MAIO  
County Counsel

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA  
NORM PRINCE, CLERK

BY James W. Telles  
OWNER/OWNERS NAME AS RECORDED: Trustee for RICHARD C. TELLES, PETER EHRMAN,  
(Include trust deed or other GENEVIEVE DELLER (Lienholders) FEDERAL LAND BANK  
encumbrance holders. Use (Lienholder)  
separate sheet if necessary)

APPLICANT'S NAME (If other than above): \_\_\_\_\_

APPLICANT'S ADDRESS: Rt. 1 Box 81, Montague, California

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: JAMES W. TELLES MAILING ADDRESS: RT. 1 Box 81, Montague, California

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF		

Total acreage 6312

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: Peter Ehrman, Trustee  
James W. Telles

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: Ag. Preserve PRESENT GENERAL PLAN DESIGNATION: Extensive Agriculture  
320 Acres - #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 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:

JAMES W. TELLES

Rt. 1 Box 81

Montague, California

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

*Peter Ehrman Trustee*

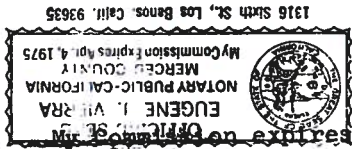
*[Signature]*

*[Signature]*

OWNER

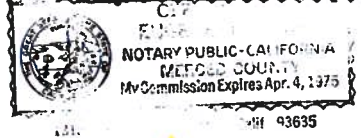
STATE OF CALIFORNIA )  
COUNTY OF Merced ) ss.

On this 24th day of November, 1972, before me, Eugene J. Vierra, a Notary Public, in and for said Merced County, personally appeared Peter H. Ehrman, Trustee, James W. Telles & Diane Telles known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



*Eugene J. Vierra*  
Notary Public

Apr. 4. 1975



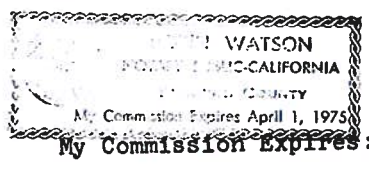
ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

*Norma Price*  
Clerk

*Ernest A. Hayden*  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this 16th day of February, 1973, before me, Robin Watson, 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.



*Robin Watson*  
Notary Public

4-1-75



**BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE**

OWNER'S NAME James W Telles ADDRESS Rt 1 Box 51 Montague

PARCEL NUMBERS 011-010-010 011-010-020 011-010-040 011-010-050  
011-010-060 011-020-040 011-020-050 011-030-050 011-020-111  
011-030-130 011-030-010 011-040-010 012-400-060 012-480-03

HOW LONG HAVE YOU OWNED THIS LAND?  
012-480-040 012-480-070 012-510-020 3 months

TYPE OF AGRICULTURAL USE:

Dry pasture acreage	<u>4800</u>	Carrying capacity	<u>250</u>
Irrigated pasture acreage	<u>350</u>	Carrying capacity	<u>50</u>
Dry farming acreage	<u>300</u>	Crops grown	<u>wheat</u> Production per acre <u>3 1/4 bu</u>
Field crop acreage	<u>300</u>	Crops grown	<u>Hay</u> Production per acre <u>3 1/2 t</u>
Row crop acreage	<u>None</u>	Crops grown	Production per acre
Grazing AUM	<u>Forest Permit</u>	Term	<u>150 Head</u> Fees paid <u>150.00 yr</u>
Other acreage	<u>760</u>	Type	<u>Dry Land</u> Production per acre <u>100</u> <u>pasture</u> <u>head cap.</u>

OTHER INCOME:

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_  
 Other recreational rights \$ \_\_\_\_\_ per year None type \_\_\_\_\_ Mineral rights \$ \_\_\_\_\_

LAND LEASED FROM OTHERS:

Name of Owner Madara Pasero No. of acres 4,000  
 Rental fee per acre 504 Use of land grazing  
 Terms of lease Year to Year Lease termination date 12/31/73  
 Share cropped with others: Crop \_\_\_\_\_ % to owner \_\_\_\_\_ Acres \_\_\_\_\_

LAND LEASED TO OTHERS:

Name and address of lessee \_\_\_\_\_  
 No. of acres \_\_\_\_\_ Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_  
 Terms of lease None 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.

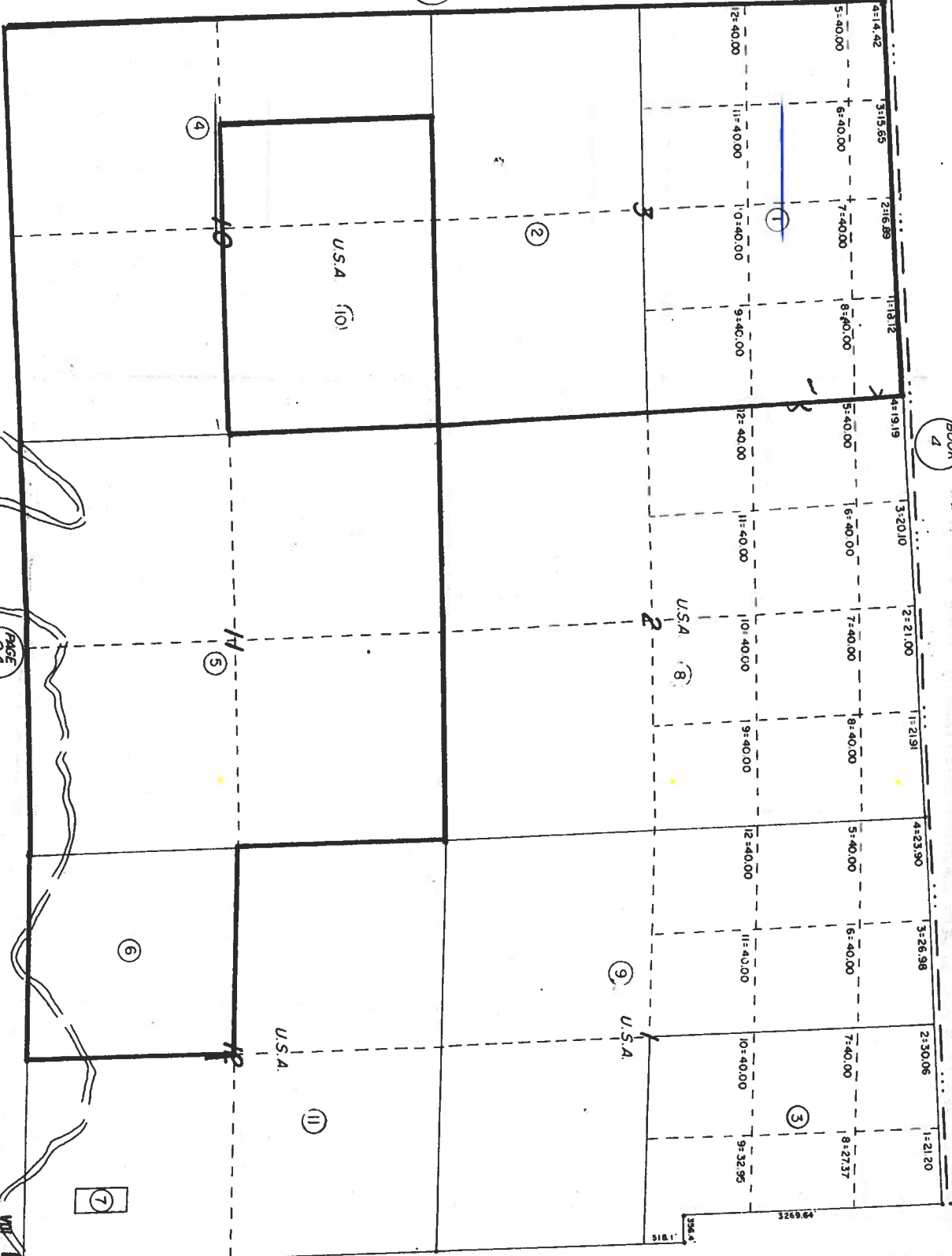
Signed [Signature] Date 12/14/72

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

121-01  
87-02

PAGE  
02



BOOK  
4

T 45 N R 4 W M.D.M.

Tax Area Code  
87-02

121-01  
87-02

RR2 PAGE 993

PAGE  
04

RR2 PAGE 008

PAGE  
14

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE SECTION 307.

Exhibit A-1



Exhibit D

11-01





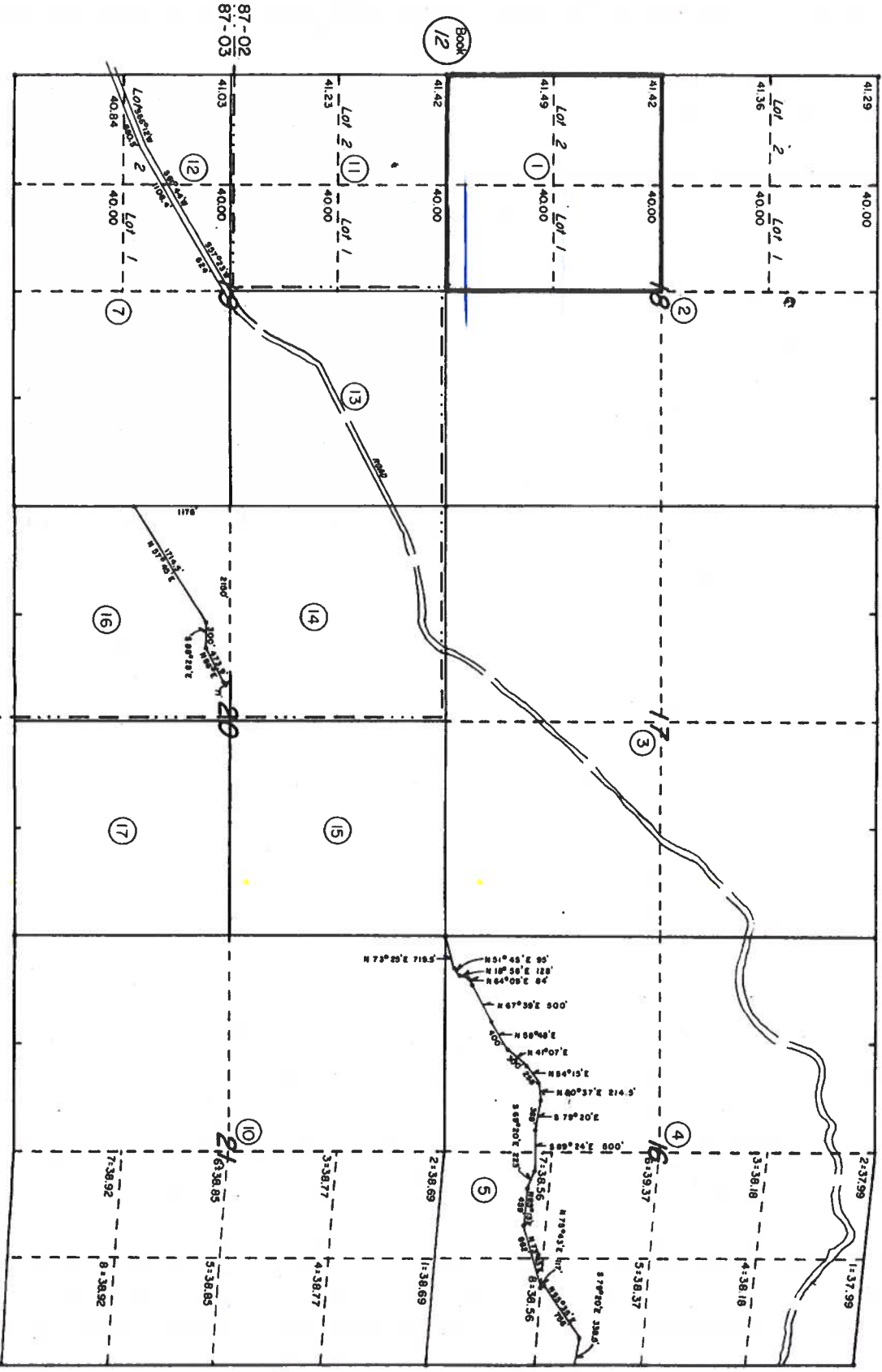
T 45 N R 4 W M.D.M.

02

Tax Area Code  
87-02  
87-03

11-03

Exhibit



Book  
12

04

W.M. 6882 PAGES 997

87-03  
06  
87-02

Assessor's Map W.M. 6882 PAGE 998  
County of Siskiyou, California

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REVENUE AND TAXATION CODE, SECTION 327.

Exhibit A-1

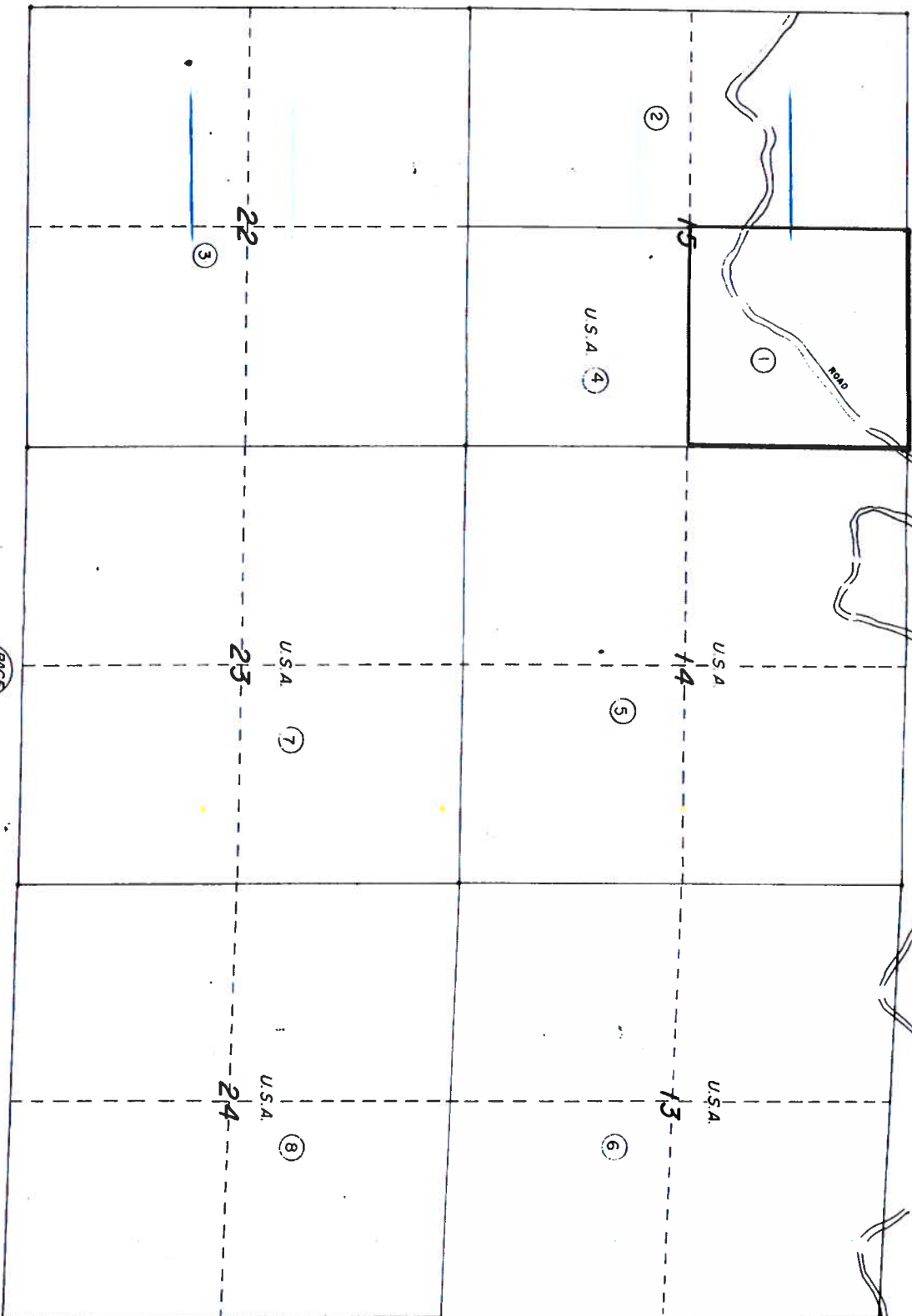
T 45 N R 4 W M.D.M.

Tax Area Code 87-02

11-04

PAGE 01

PAGE 03



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PAGE 05

VOL 682 PAGE 111

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REVENUE AND TAXATION CUR. SECTION 227.

PAGE 15

Exhibit A-1

1"=1200'  
 Exhibit A-1

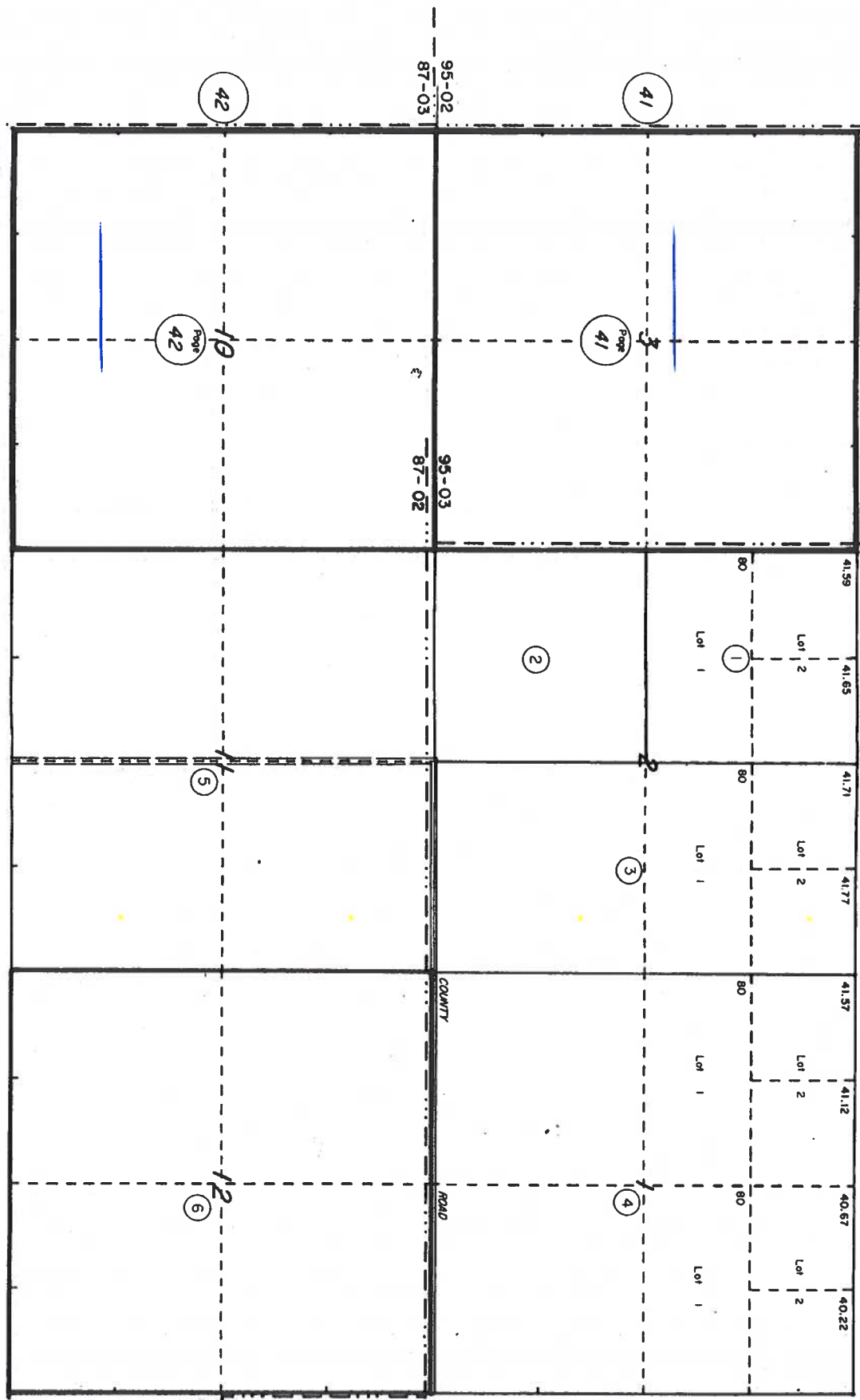
87-03  
20-78

87-02  
55-03

Map 682  
Page 101

48

Assessor's Map  
County of Siskiyou, California



T. 45 N.  
R. 5 W.

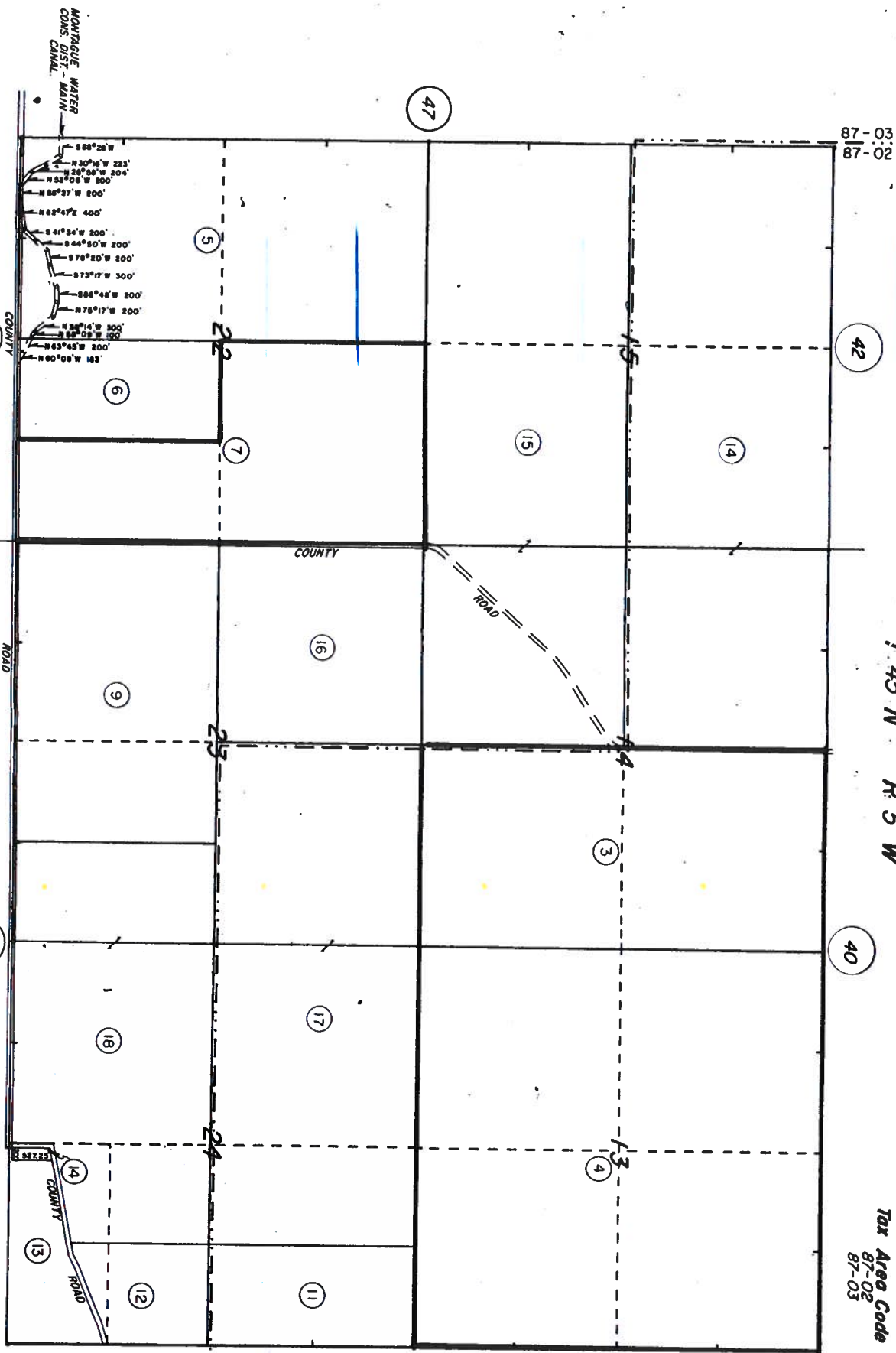
Book 5

Tax Area Code  
87-02  
121-01

12-40

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REVENUE AND TAXATION CODE, SECTION 327.





87-03  
87-02

42

T. 45 N R. 5 W

40

Tax Area Code  
87-02  
87-03

51

via 682 PAGES 103

ROAD

49

Assessor's Map  
County of Siskiyou, California

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11

Exhibit A-1

12-08  
Exhibit

T 45 N R 5 W

Tax Area Code 87-03

12-50

COUNTY ROAD

MONTAGUE WATER CONSERVATION DIST. MAIN CANAL

52

COUNTY ROAD

ROAD

RIVER

34

35

36

7

2

26

49

25

9



10

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6

Vol. 6882 Part 05

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Assessor's Map  
County of Siskiyou, California  
Map No. 6882 Part 05  
Sheet 116

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Book 11

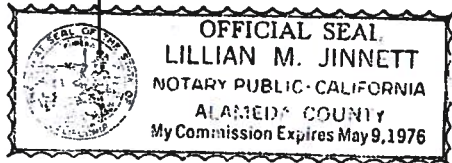
Exhibit A-1



Exhibit

STATE OF CALIFORNIA )  
 ) ss.  
County of Alameda )

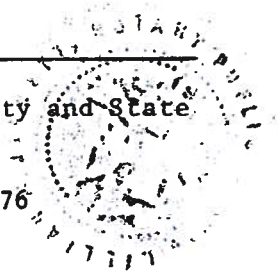
On December 11, 1972, before me, the undersigned notary public in and for said county and State, personally appeared Jay S. Fitzgerald, and being by me duly sworn, stated to me that (s)he is, and who is known to me to be, assistant ~~secretary~~ vice president of the corporation that executed the within instrument, and who is known to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and acknowledged to me that such corporation executed the same.



7832 Eureka Ave., El Cerrito, CA. 94530

Lillian M. Jinnett  
Lillian M. Jinnett  
Notary Public in and for said county and State  
Residing at El Cerrito

My commission expires: May 9, 1976



Form 320 (Rev. 2-71) FLB Berkeley - Notarial Acknowledgment - Corporation  
Consent to LCA (#87902)





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

8th day February 1973

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.  
ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS  
IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.  
NOES: None.  
ABSENT: None.

Resolution recorded: February 9, 1973, Vol. 681,  
Page 891, official records, County of Siskiyou.

RECORDED AT REQUEST OF  
Siskiyou County Clerk  
OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

FEB 26 9 03 AM '73

O.R. Vol. 682 Page 981

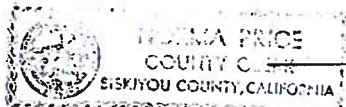
RECORDED FEE No Charge

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

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 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File Recorder



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

By Joanne Kendrick  
Deputy Clerk

11119

RESOLUTION NO. 119 ESTABLISHING A NEW  
AGRICULTURAL PRESERVE WITH UNIFORM RULES  
INCLUDING COMPATIBLE USES

WHEREAS, the County of Siskiyou has been requested to establish the herein agricultural preserve; and,

WHEREAS, the County of Siskiyou is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965 as amended; and,

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and,

WHEREAS, the land to be included within the Agricultural Preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and,

WHEREAS, the following uniform rules shall apply to this preserve:

A. Uses Permitted: Within such agricultural preserve no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged except for the following uses:

1. Agriculture, including but not limited to tree, vine, row and field crops, dairies, poultry, small animal farming, livestock production, growing and harvesting of trees;

2. Agricultural enterprises, including but not limited to farm labor housing, agricultural sheds and warehouses; packing, processing, storage or sale of agricultural products and supplies; repair, maintenance, servicing, storage and sale of agricultural machinery, implements and equipment; transportation of agricultural products, supplies and equipment together with the maintenance, storage, repair and service of necessary trucks and equipment; feeding and selling of livestock; provided however, when the such enterprises are located on a farm or ranch it is secondary to the farm or ranch operation.

3. Trailers for the housing of farm labor or incidental to farm housing.

- 4. Single family housing incidental and necessary for agricultural pursuits.
- 5. Assessory uses incidental to agriculture.
- 6. Signs used to inform the public about the agricultural enterprise, accessory or incidental use on the premises.
- 7. Natural resource development.
- 8. Scenic beauty.
- 9. Recreation in its broadest definition.

B. Uses Permitted, Subject to obtaining a use permit, where a public hearing thereon has been held:

- 1. Churches, schools, parks, playgrounds, public utility and public and quasi-public building and uses to the extent that such are necessary to serve such preserve.
- 2. Private airports and landing fields.

NOW, THEREFORE, BE IT RESOLVED, that all that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as if fully set forth, which description and reference is to the present Assessor's parcel number and is accompanied by a map thereof, is hereby designated and established as an agricultural preserve within the meaning and pursuant to the Land Conservation Act of 1965, as amended. Such preserve may be increased or decreased in accordance with law.

PASSED AND ADOPTED this 8th day of February, 1973, by the following vote:

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.  
 NOES: None.  
 ABSENT: None.

*Edward A. Harden*  
 Chairman, Board of Supervisors

ATTEST:  
 NORMA PRICE, Clerk  
 Board of Supervisors

By *Rae Tumborsky*  
 Deputy

RESOLUTIONS
NO. 119
BOOK 5

SISKIYOU COUNTY

EXHIBIT "A"

BECK, Lila Butler P. O. Box 101 Macdoel, California 96058	3-420-100 3-420-110 3-130-260	3-420-040
BOYLE, Albert J. & Molly Jean Box 506 McCloud, California 96057	28-220-050 28-230-080 (portion of)	
BRAZIL, Donald & Patricia 2576 Tassajara Road Danville, California 94526	14-130-010 14-360-300 14-360-270	14-100-100
CHEYNE, Robert E. & Helen P. O. Box 144 Macdoel, California 96058	3-410-030 3-400-100 3-400-120 3-400-130 3-430-100 3-490-220 35-071-050	35-081-030 3-490-230 35-071-030 35-262-010 35-262-020 3-430-130
COOLEY, Stanley A. & Betty R. Rt. 1 Montague, California 96064	5-37-9 5-38-40 5-38-17	5-13-16 5-16-1
DIMICK, James R. & Maxine L. Rt. 1, Box 137 Mount Shasta, California 96067	27-230-110 27-250-030 27-240-030	
ELLISON, David Box 230 Montague, California 96064	19-050-271 19-050-210	
FIOCK, Norman E. & Mayme E. Box 7 Montague, California 96064	13-32-060 13-40-250 13-41-060	
FIOCK, Earl B., ESTATE OF by Norman E. Fiock, Exec. Box 7 Montague, Ca. 96064	13-310-030 13-310-070 13-310-080 13-320-080 13-320-090 13-440-020	13-280-180 52-341-140 13-400-010 13-400-040 13-400-190
GOODE, Merle Dale & Juanita S. Rt. 1, Box 55 Klamath Falls, Oreg. 97601	3-410-110 3-410-120 3-410-150	3-410-160
GRISWOLD, Ruth K. & Harlan B. P. O. Box 362 Fort Jones, Ca. 96032	24-180-040 23-220-080 24-110-120	23-220-170
HART, Edwin C., Betty L. & Gladys I. and Oscar J. Piemme Rt. 1, Box 123 Montague, Ca. 96064	19-310-030 19-510-010 19-340-020 19-340-030 19-340-010 19-310-040 19-510-030 12-560-020	

## SISKIYOU COUNTY

JOHNSON, Silas H., Jr. Box 819 McCloud, Ca. 96057	28-460-190 28-470-180 28-480-110	
LOMBARDI, Guiseppe Rt. 1, Box 176 Mt. Shasta, Ca. 96067	29-150-030 29-140-200	
LOUIE, E. J. and Sons, Corp. Rt. 1, Box 297 Montague, Ca. 96064	19-610-010 19-610-020 19-620-020 19-250-010 19-630-030 19-280-010 19-280-040 19-290-010 19-290-030 19-290-040	19-500-010    19-070-020
McCOACH, Maylene 2914 Shasta View Drive Redding, Ca. 96001	28-480-120 28-480-080 28-490-170	
McINTOSH, Robert B., Betty Maxine, John T. and Donna Lee Box 598 McCloud, Ca. 96057	27-070-110 27-480-020 27-070-090 27-070-220	27-480-050 27-070-120 27-480-010
PARSONS, Lewis W. P. O. Box 63 Mt. Hebron, Ca. 96066	10-14-230 10-15-050 10-15-180	10-15-090
PARSONS, Lewis W. & Mary Ann P. O. Box 63 Mt. Hebron, Ca. 96066	10-010-110 10-010-210 10-010-190 2-170-130 10-010-120 10-010-030	10-010-130 10-010-050 10-010-170 10-010-010 10-010-070 (less 5 acres)
PRICKETT, Ralph S. & Anna Jane Highland Ranch Fort Jones, Ca. 96032	23-220-230 23-220-210 24-110-230	
REGNANI, Maria Rt. 1, Box 454 Montague, Ca. 96064	13-430-140 13-430-180 13-430-190 13-430-200	
RICKEY, Merwyn S. & Dorothy Rt. 1, Box 47 Fort Jones, Ca. 96032	24-380-200 (less 4 acres)	
RICKEY, Merwyn S. & Dorothy Rt. 1, Box 47 Fort Jones, Ca. 96032	24-380-210	
SILVEIRA, George P. & Alice R. 35 Millstone Terrace San Rafael, Ca. 94903	3-450-020 3-190-080	
TAYLOR, Jimmie N. 2705 Favretto Ave. Redding, Ca. 96001	20-040-030 20-040-090 20-260-010	

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TELLES, James W. & Dianne Rt. 1, Box 81 Montague, Ca. 96064	011-010-010	011-020-120
	011-010-020	011-030-010
	011-010-040	011-040-010
		012-400-060
		012-480-030
	011-020-040	012-480-040
	011-020-050	012-480-070
	011-020-080	012-510-020
	011-020-110	
TOBIAS, Quentin J. & Beverly Jane P. O. Box 307 Tres Pinos, Ca. 95075	23-120-040	23-540-080
	23-140-200	23-560-080
TORREY, Ray A. & Jeraldine V. P. O. Box 437 Mt. Shasta, California 96067	29-140-010	
TOWNE, Howard A. & Marian C. Star Route Etna, California 96027	23-17-7	
TOZIER, Harold B. & Dolores L. Rt. 1, Box 63 Fort Jones, Ca. 96032	15-530-090	15-530-110
	15-560-060	15-560-040
	15-560-090	15-410-410
YOUNG, George W., Jr. Rt. 1, Box 42C Fort Jones, Ca. 96032	24-340-040	

SISKIYOU COUNTY

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

9th day February 1973

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.  
ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES INCLUDING COMPATIBLE USES.

It was moved by Supervisor Torrey, seconded by Supervisor Wacker, that Resolution No. 119, Book 5, being a Resolution establishing a new Agricultural Preserve with uniform rules including compatible uses, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record.

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.  
NOES: None.  
ABSENT: None.

Resolution Recorded: FEB 9 1973, 1973, Vol. 681, Page 885, official records, County of Siskiyou.

RECORDED AT REQUEST OF  
Siskiyou County Clerk  
OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

FEB 9 3 49 PM '73  
Vol. 681 Page 885

*[Signature]*  
RECORDER FEE \$no chg

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

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 2-9-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973.

cc: File Recorder



NORMA PRICE  
COUNTY CLERK  
SISKIYOU COUNTY, CALIF.  
NORMA PRICE  
County Clerk and ex-Officio Clerk of the Board of Supervisors of Siskiyou County, California

By *[Signature]* Deputy Clerk

Exhibit A-2

**Williamson Act Contract Amendment Questionnaire**

(This form is to be attached to the County's standard application form)

Owner's name: Bill Acord  
Address: 938 Alpine Rd. Mt. Shasta CA 96067  
Parcel Numbers: 11-040-090, 11-010-150, 11-020-170

How long have you owned this land? Purchased Dec 27, 2015

**Type of Agricultural Use:**

Dry pasture acreage 500  
Irrigated pasture acreage \_\_\_\_\_  
Dry farming acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Field crop average \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Type of irrigation (pivot line, ditch, etc.) \_\_\_\_\_  
Row crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Other acreage \_\_\_\_\_ Type \_\_\_\_\_ Production per acre \_\_\_\_\_

**Other Income:**

Hunting rights \$ 0 per year \_\_\_\_\_ acres  
Fishing rights \$ 0 per year \_\_\_\_\_ acres  
Other \_\_\_\_\_ rights \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_  
Quarrying \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_  
Other \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_  
Other \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_

**Land Leased to Others**

Name of owner \_\_\_\_\_ Number of acres \_\_\_\_\_  
Rental fee per acre \$ \_\_\_\_\_ Use of land Cattle Grazing  
Terms of lease \_\_\_\_\_ Lease termination date \_\_\_\_\_  
Share cropped with others: Crop \_\_\_\_\_ Percent to owner \_\_\_\_\_ Acres \_\_\_\_\_  
List expenses paid by landowner \_\_\_\_\_

Exhibit D ✓





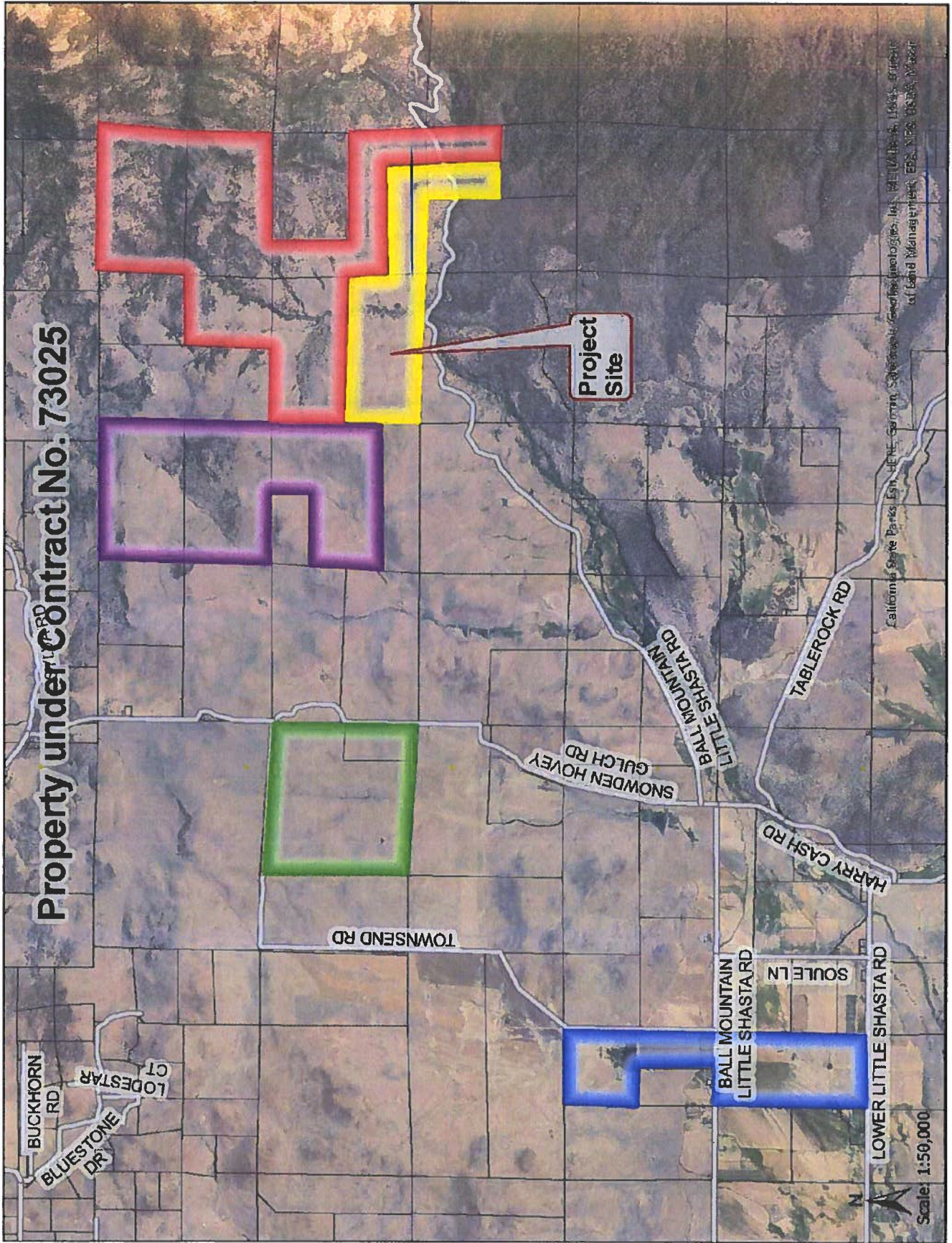


Exhibit C

Exhibit D



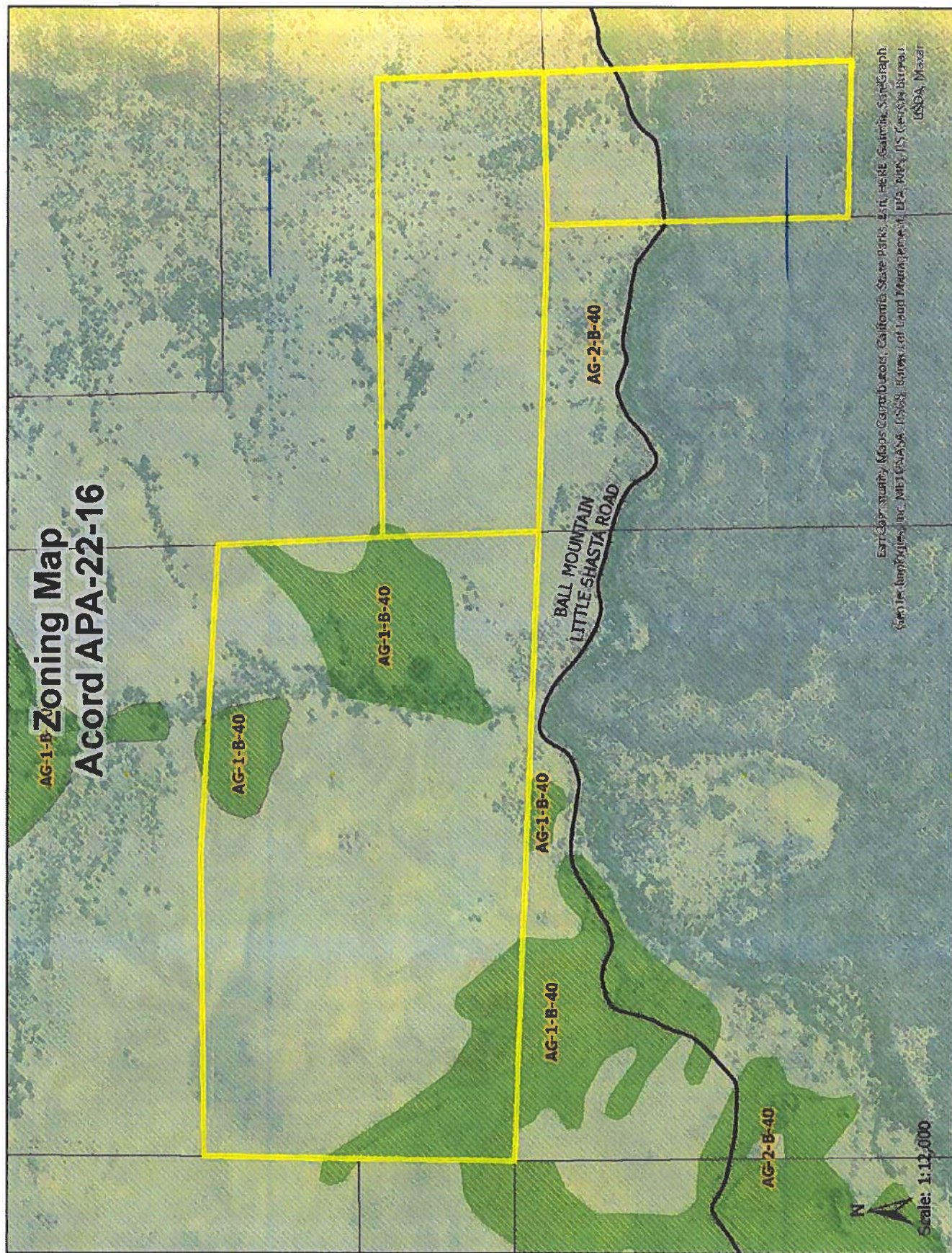


Exhibit E

Exhibit D

**From:** [James Smith](#)  
**To:** [Dianne Johnson](#); [Craig Kay](#); [Jennifer Taylor](#); [Brandon Criss](#)  
**Cc:** [acordlogging@yahoo.com](mailto:acordlogging@yahoo.com)  
**Subject:** RE: APA-2216 15 DAY REVIEW  
**Date:** Wednesday, December 7, 2022 4:39:06 PM

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No issues. AG  
Jim

**From:** Dianne Johnson <[dmjohnson@co.siskiyou.ca.us](mailto:dmjohnson@co.siskiyou.ca.us)>  
**Sent:** Tuesday, December 6, 2022 3:54 PM  
**To:** Craig Kay <[ckay@co.siskiyou.ca.us](mailto:ckay@co.siskiyou.ca.us)>; Jennifer Taylor <[jtaylor@co.siskiyou.ca.us](mailto:jtaylor@co.siskiyou.ca.us)>; James Smith <[jsmith@co.siskiyou.ca.us](mailto:jsmith@co.siskiyou.ca.us)>; Brandon Criss <[bcriss@co.siskiyou.ca.us](mailto:bcriss@co.siskiyou.ca.us)>  
**Cc:** [acordlogging@yahoo.com](mailto:acordlogging@yahoo.com)  
**Subject:** APA-2216 15 DAY REVIEW

Good afternoon,

Please see attached 15 day review for application APA-2216.

Thank you,

*Dianne Johnson*  
Planning Permit Technician  
Siskiyou County Community Development  
806 S. Main Street, Yreka, CA 96097  
530-841-2148