Staff Report

Submission Date:

December 19, 2022

To:

Siskiyou County Agricultural Preserve Administrator

From:

Bernadette Cizin, Assistant Planner

Subject:

Shasta Valley Holdings APA-22-15, Application to rescind property from the existing Williamson Act contracts 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 Snowden Hovey Gulch Road, north and east of the city of Montague on APNs 039-010-060, 039-010-080 and 039-010-090, Township 45N, Range 5W, Sections 11 and 12, MDBM.

Exhibits:

Existing Contracts and Establishment of Agricultural Preserves A.

1. Contract No. 73025 (Clerk's No. 191)

2. Contract No. 74038 (Clerk's No. 233)

В. Williamson Act Contract Amendment Questionnaire

C. **Location Map**

D. **Zoning Map**

NRCS Soils Data and Map E.

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 960 acres which is currently under two separate contracts, each of which has 2 different property owners. To accomplish this request, the Board of Supervisors would need to first amend the existing Agricultural Preserves to remove the applicant's property and establish a new Agricultural Preserve, then approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

Parcel Creation

- APNs 039-010-060 and 039-010-080 together are one, 880-acre, legal parcel created as Parcel B of Boundary Line Adjustment as recorded on March 20, 1995, in Siskiyou County Records as Document No. 95-003536.
- APN 039-010-090 is one, 80-acre, legal parcel created as Parcel C of Boundary Line Adjustment as recorded on March 20, 1995, in Siskiyou County Records as Document No. 95-003536.

Parcel History

Williamson Act Contracts

- 640 acres of 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.
- 320 acres of the subject property is a portion of Williamson Act Contract No. 74038 (Clerk's No. 233) as recorded in the Siskiyou County Records in Volume 705 at Page 92

Agricultural Preserves

- Approximately 640 acres of 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.
- Approximately 320 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 356, Book 5, adopted on January 30, 1974.

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-80) 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.

The parcels that are proposed to remain in the agricultural preserve exceed the 40-acre minimum parcel size, the smallest parcel being 80 acres.

Preserve Requirements

Preserve Size

According to the Rules for the establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules), agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

All parcels are owned in common and contiguous.

Soils Class

Per County Rules Section III, Item C, Agricultural land in a preserve must contain at least 40 acres of Class I or II equivalent soils and a preserve may not be created for land consisting solely of Class VI or VII.

The land contains approximately 404.8-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

Soil Type	Acres +/-	Class	Ratio to Class I	Equivalent
167	290	III	2:1	145
168	232	III	2:1	116
173	177	VI	6:1	29.5
191	149	III	2:1	74.5
187	39	VI	6:1	6.5
190	25	111	2:1	12.5
185	14	III	2:1	7
182	13	III	2:1	6.5
169	8	III	2:1	4
172	7	VI	6:1	1.15
170	2.5	III	2:1	1.25
174	2	VI	6:1	0.15
160	1.5	Ш	2:1	.75
Total	960			404.8

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 80 head of 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 a residential structure.

Residential Uses

County Rules Section IV (B), Item 15 allows for residential structures, which should be occupied by persons directly engaged in the commercial agricultural operation.

There is one residential structure on the subject property, which is occupied by a long-term renter who helps with fence maintenance when necessary. As the Agricultural Use is livestock grazing, which does not require farm labor, this could be considered compatible.

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. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the 960 acres, establish a new preserve consisting of the 960 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed properties within the newly established 960-acre preserve with the Agricultural Use of livestock grazing and the compatible use of the long-term rental of the single residence on the subject property.

Approved by:

County of Siskiyou Agricultural Preserve Administrator

Hailey Lang

Agricultural Preserve Administrator

12-10-1012

Date of Approval

Preparation:

Prepared by the Siskiyou County Planning Division (B. Cizin) on December 19, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

FILED

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APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT TRANSPORT COUNTY COUNT
NGRMATHICZ, CLERK SISKIYOU COUNTY, CALLED TO A JAMES W. TELLES & DIANE TELLES, PETER EHRMAN.
OWNER/OWNERS NAME AS RECORDED: Trustee for RICHARD C. TELLES, RICHARD L. DELLER AND (Include trust deed or other GENEVIEVE DELLER (Lienholders) FEDERAL LAND BANK
(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:
MAILING DESIGNATED AGENT: JAMES W. TELLES ADDRESS:RT. 1 Box 81.
Montague, California
DESCRIPTION OF PROPERTY (Use separate sheet 1f
necessary)
Present Agricultural Use Assessor's Parcel No. Acreage
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
Value dilutation on caracteristic institutory and a summer in annual institution in the caracteristic in the caracteristic institution in the caracteristic institution in the caracteristic in the caracteristic institution in the caracteristic institution in the caracteristic in the caracteristic institution in the caracteristic in the caracter
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: Vetre Elvanay Cruetor
A'iani tella
FOR PLANNING DEPARTMENT USE ONLY:
TYPE OF PRESERVE: Agriculture
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes No
- 3
PRESENT ZONING: #9. 1/esetve PRESENT GENERAL PLAN DESIGNATION:
PRESENT ZONING: 79.17-eserve PRESENT GENERAL PLAN DESIGNATION: 320 Acres - H Extensive 179 riculture
PRESENT ZONING: #9.17-esotve PRESENT GENERAL PLAN DESIGNATION: 320 Acres - H Extensive 179 riculture

VOL 682 PAGE 981

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 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 prupose 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

Section 9. CANCELLATION. (a) This Contract may be concelled 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 "Cwner" 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

EXHIBIT "A"

List	Assessor's	Parcel	Numbers	below:
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011-010-010 011-010-020 011-010-040 011-020-040 011-020-050 011-020-080 011-020-110 011-020-120 011-030-010 011-040-010 012-480-030 012-480-040 012-480-070 012-510-020	385 320 400 640 160 330 320 152 400 623 163 160 640 320 640 240 320
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012-510-020	
	6213
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Noti	ce to the Owner sna	III be addressed	45 10220
	JAMES W. TELLES		
	Rt. 1 Box 81		
	Montague, Californ	ia	
	VITNESS WHEREOF the		
executed th	nis Contract on the	day first above	written.
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Clerk		Chairman	<i>f</i>
STATE OF	CALIFORNIA)		
COUNTY OF) ss. SISKIYOU)		
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of the Bo	and of Sunantiagna	of Siskivou Cou	INTA MUOSE Hame To
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	TANTON	Notary Pub.	· Yuston
	Expires April 1, 1975	•	
My Commis		4-1-75	

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

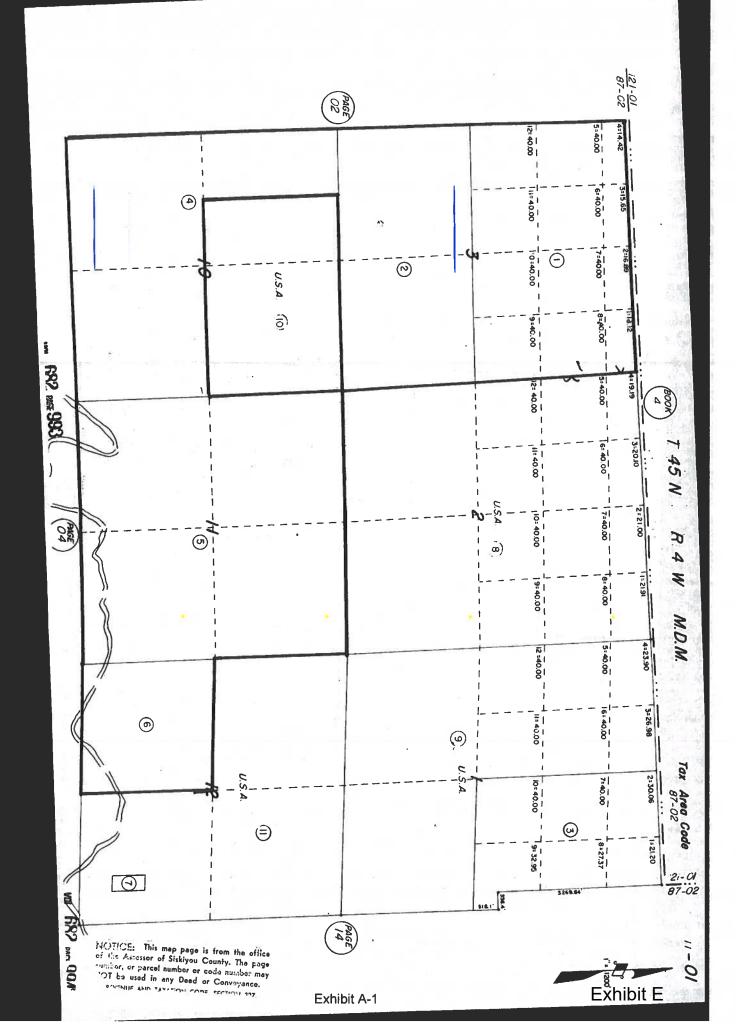
_, 19<u>)</u>2. DATED: This 30 day of LIENHOLDER, RICHARD L. DELLER and GENEVIEVE DELLER, His Wife. STATE OF CALIFORNIA 88. COUNTY OF On this a Notary Public, before me, b. H. Mg County, personally appeared Michael Delle Henerica Pollocknown to me to be the person & whose name a subscribed to the within instrument, and acknowledged to me that They executed the same. D. H. Mc CARGAR OFFICIAL SEAL My Commission Expires: DANA H MCCARGAR MC - 43 TEV CIT - CALIFORNIA SECULTO E CHENTY BYCLER TESTINE CITES (CL. 8, 1973

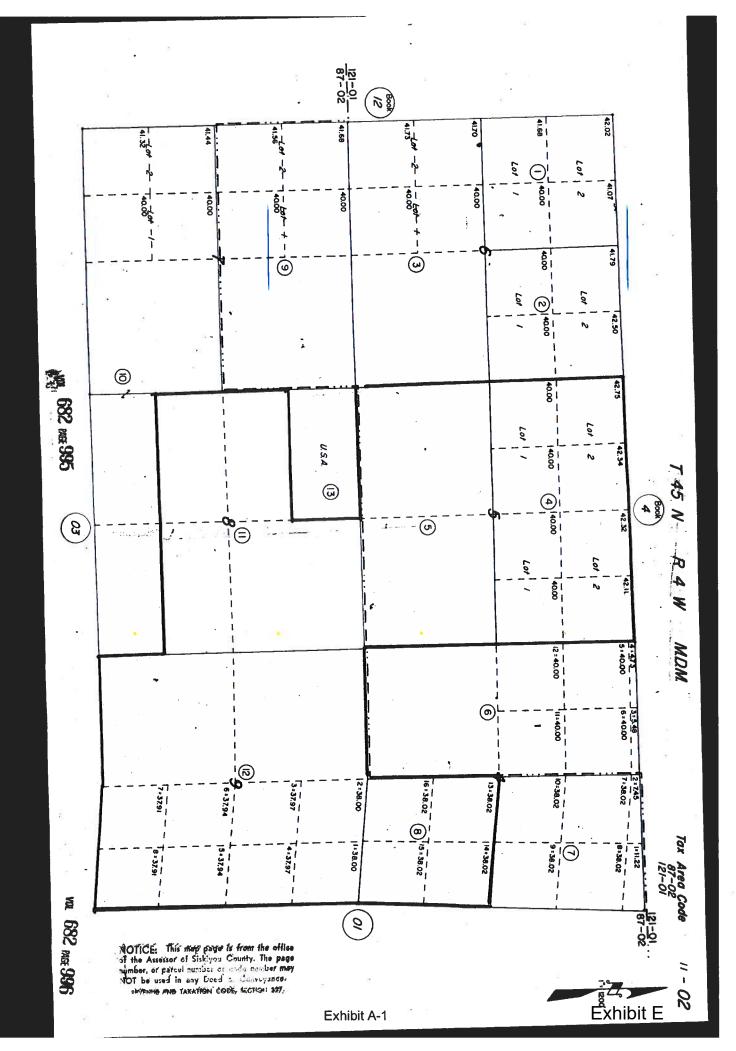
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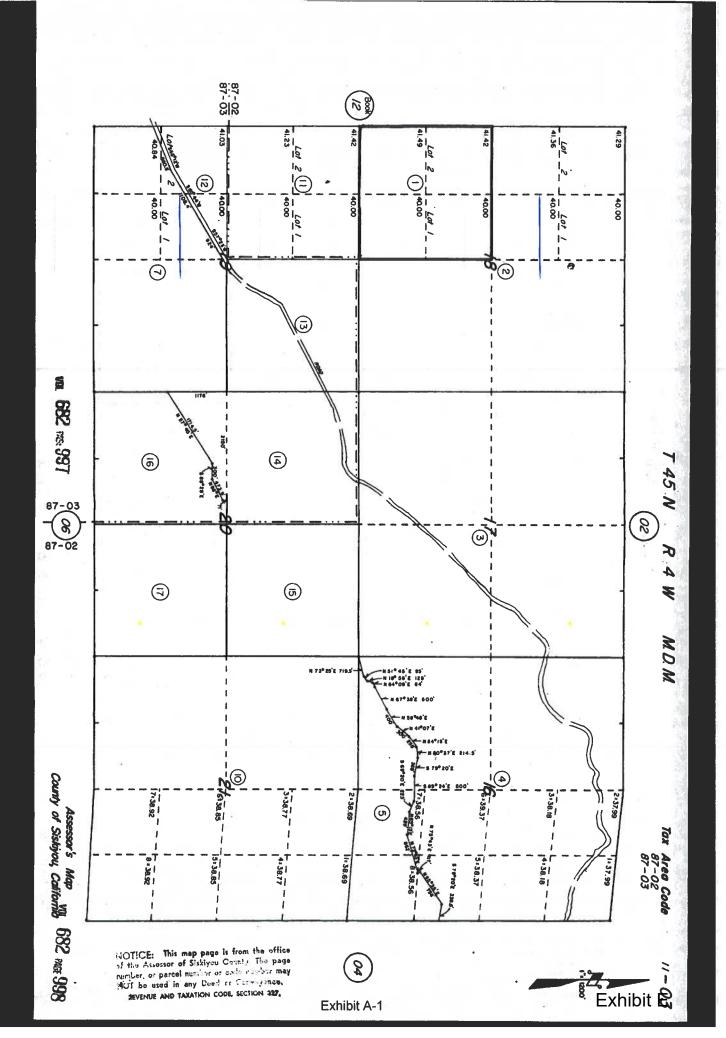
BOARD OF SUPERVISORS COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE

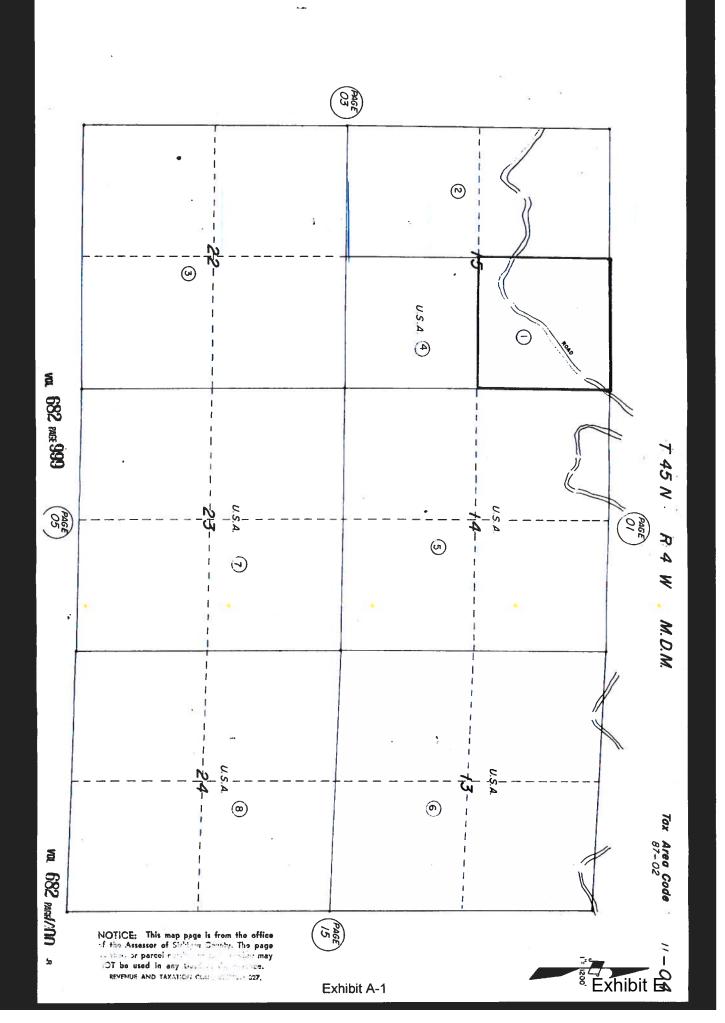
The same of a contract when the same
OWNER'S NAME James W Telles ADDRESS Rt 180x ST MICH Tryve
PARCEL NUMBERS 011-010-010 011-010-020 011-010-040 011-040 010
011-010-060 011-020-040 011-020-050 011-020-050 011-020-111
ON - 030 - 120 ON - 030 - 010 ON - 010
100 LONG HAVE YOU OWNED THIS LAND! 012 - 440 - 040 012 - 480 - 070 012 - 510 - 020 TYPE OF AGRICULTURAL USE: 3 140 ths
Dry pasture acreage 4800 Carrying capacity \$:10
Irrigated pasture acreage \$60 Carrying capacity 50
Dry farming acreage 700 Crops grown when Production per acre 740
Field crop acreage 300 Crops grown Hay Production per acre 3 2 h
Row crop acreage None Crops grown Production per acre
Grazing AUM Forest Parm + Term 150 Head Fees paid 150,00 ye
Other acreage 760 Type Day 1 And Production per acre 100 pushes INCOME:
Olink Ziloola
Hunting rights \$ per yearacresFishing Rights \$ per year
Other recreational rights \$ per year type Mineral rights \$
LAND LEASED FROM OTHERS:
Name of Owner Madash Pasero No. of acres 4,000
Rental fee per acre 504 Use of land GRAZING
Terms of lease Year to Year Lease termination date 12/31/7.7
Share cropped with others: Crop to ownerAcres
LAND LEASED TO OTHERS:
Name and address of lessee
No. of acres Rental fee per acre Use of land
Terms of lease
Share cropped to others: Crop to ownerAcres
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 Date
Please return this form to the Clerk of the Board of Supervisors along with yo Agricultural Preserve application. It is a prerequisite to your property bein placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

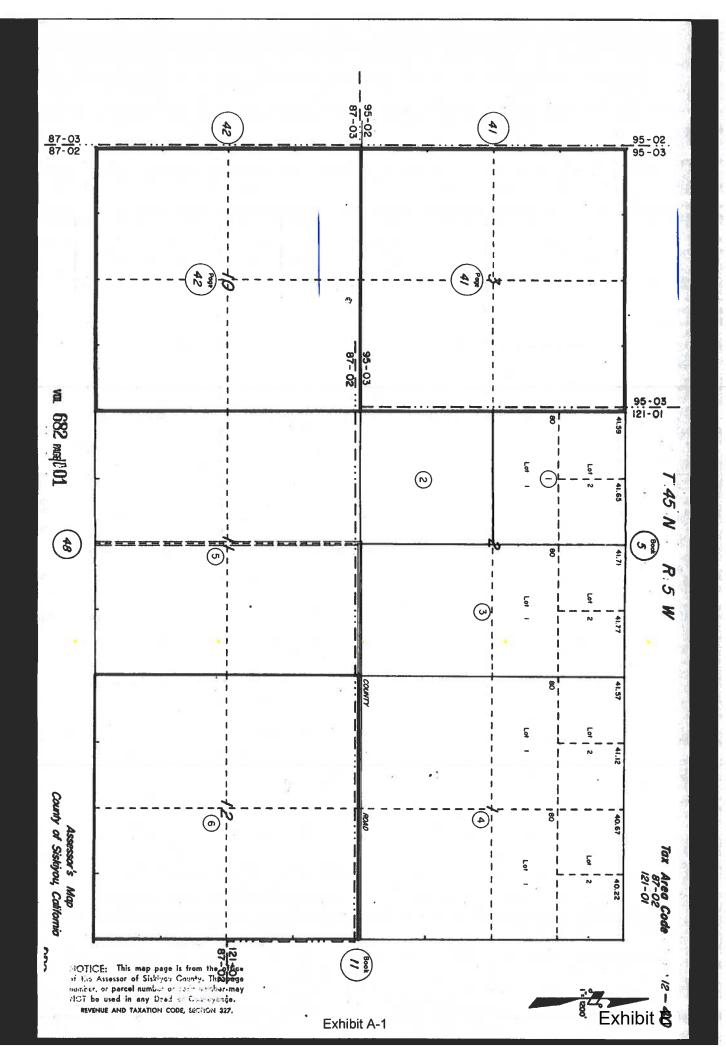
Adopted 11-28-72

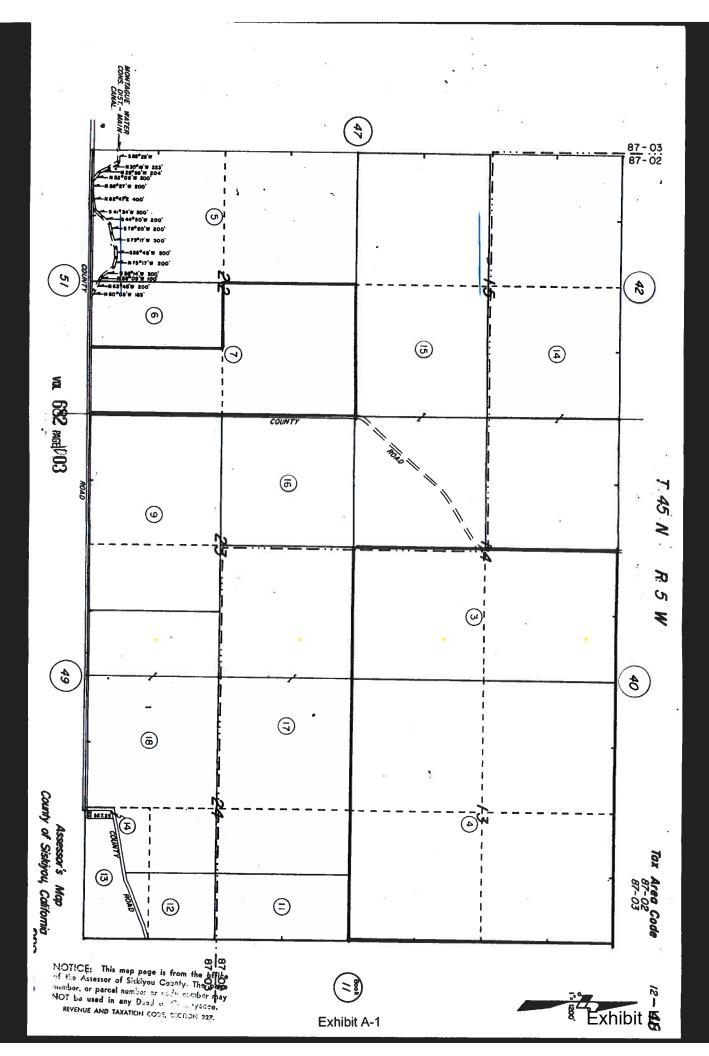


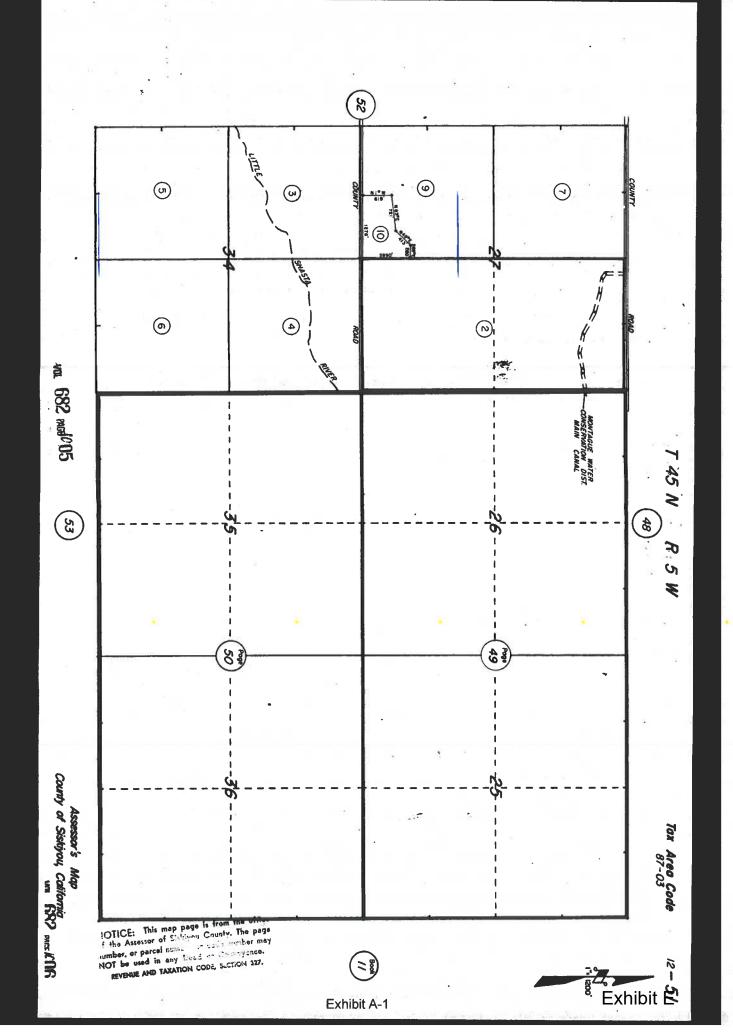












STATE OF CALIFORNIA)) ss. County of Alameda)
On, before me, the undersigned notary public in and
for said county and State, personally appeared <u>Jay S. Fitzgerald</u> , and being by me duly sworn, stated to me that (s)he is, and who is known to me to be,
assistant smoonetary vice president of the corporation 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.
OFFICIAL SEAL LILLIAN M. JINNETT NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY My Commission Expires May 9, 1976 My commission expires May 9, 1976 My commission expires: May 9, 1976
7832 Eureka Ave., El Cerrito, CA. 9453Q

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

Loan 87902 James W. Telles et al

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 11th	day of <u>December</u>	, 19 <u>72</u> .
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within instrument, and a executed the same.	cknowledged to me th	at
	Notary Public	
My Commission Expires:		

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	8th	dayPebru	ary 19 ⁷³
	er, Harold Porterfie Torrey. Chairman Ha		
COUNTY ADMINISTRATOR: Jess O	Roke CO	UNTY CLERK: Norma	Price
COUNTY COUNSEL: Frank DeMarc	eo Pul	RPOSE OF MEETING Adj	ourned Regular
RESOLUTION ADOPTED IN NEW AGRICULTURA) - APPROVING AGRICUI LL PRESERVE ESTABLISH	TURAL PRESERVE ED BY RESOLUTIO	CONTRACTS N 119, Book 5.
Belcastro, that Re Agricultural Prese established by Res Chairman authorize said contracts pri persons whose cont	by Supervisor Wacker, esolution 120, Book 5 erve Contracts in New solution 119, Book 5, ed to sign and the Cl. or to March 1, 1973. Eracts have been approximately Resolution and made	, being a Resol Agricultural P is hereby adop erk directed to Further, the oved are listed	ution approving reserve ted and the record names of on Exhibit
AYES: Supervi NOES: None. ABSENT: None.	sors Wacker, Porterf	ield, Belcastro	and Torrey.
Resolution recorde	ed: February 9	1973, Vol. 68	1
Page 891 ,	official records, Co	unty of Siskiyo	u.
	_Siskiyo	COUNTY Clerk COUNTY CLERK COUNTY CALIF.	
•		9 03 AM '73 1. 682 Page 981	rge
STATE OF CALIFORNIA) COUNTY OF SISKIYOU) **			
I, NORMA PRICE foregoing to be a full, true and correct cop	County Clerk and Ex-Officio Clerk y of the minute order of said Boar	of the Board of Supervisor d of Supervisors passed on	s, do hereby certify the 2-8-73
Witness my hand and the seal of sa			ruary , 193
cc: File Recorder	COUNTY C. HA	NORMA PRICE County Clerk and ex-Officia C A of Supervisors of Siskiyou Co	lerk of the Board
2	ву <u>(</u>	Janne Ken	duck. Deputy Clerk

VOL 682 PAGE COS EXHIBIT E

FORM APPROVED This 20th day of Ach, 1974

10508

233 . [1]

APPLIPATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKINGS COUNTY, CALIFORNIA

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:
TYPE OF PRESERVE:
FOR PLANNING DEPARTMENT USE ONLY:
/ Complete
OWNER/OWNERS SIGNATURE: Jan Street
with a reasonable attorneys fee which may be incurred in this matter.
incurred to correct the records concerning the land conservation contract and any and all cost of collecting or correcting taxes, alor
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
Conservation Contracts.
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
Total acreage 483
GRAZING/GRAIN 012-400-100 320 (INCLUDING RO)
GRAZING 012-400-070 163
Present Agricultural Use Assessor's Parcel No. Acreage
- Indicessary /
DESCRIPTION OF PROPERTY (Use separate sheet 1f necessary)
Box 91 Mentague CA 96064
DESIGNATED AGENT: GARY E. TOWNLEY ADDRESS: ROUTE 1
AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyo 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:
APPLICANT'S ADDRESS: ROUTE I BOX 91 MOUTAGUE CA. 960
APPLICANT'S NAME (If other than above):
ADDITION OF THE PARTY AND ADDITION OF THE PA
OWNER/OWNERS NAME AS RECORDED: ROY E. AND CARY E. TOWNLEY (Include trust deed or other encumbrance holders. Use separate sheet if necessary)

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.

Siskiyou County Clerk
Siskiyou County Clerk
Sericial Seconds
Siskiyon Sugary, Calif.

FEB 25 10 01 AM '74 O. R. VO1: 705 Page 92

RECORDER FEE \$ No Charge

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 famura, 30, 19 74, 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 prupose 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 concelled 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
"Cwner" 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.

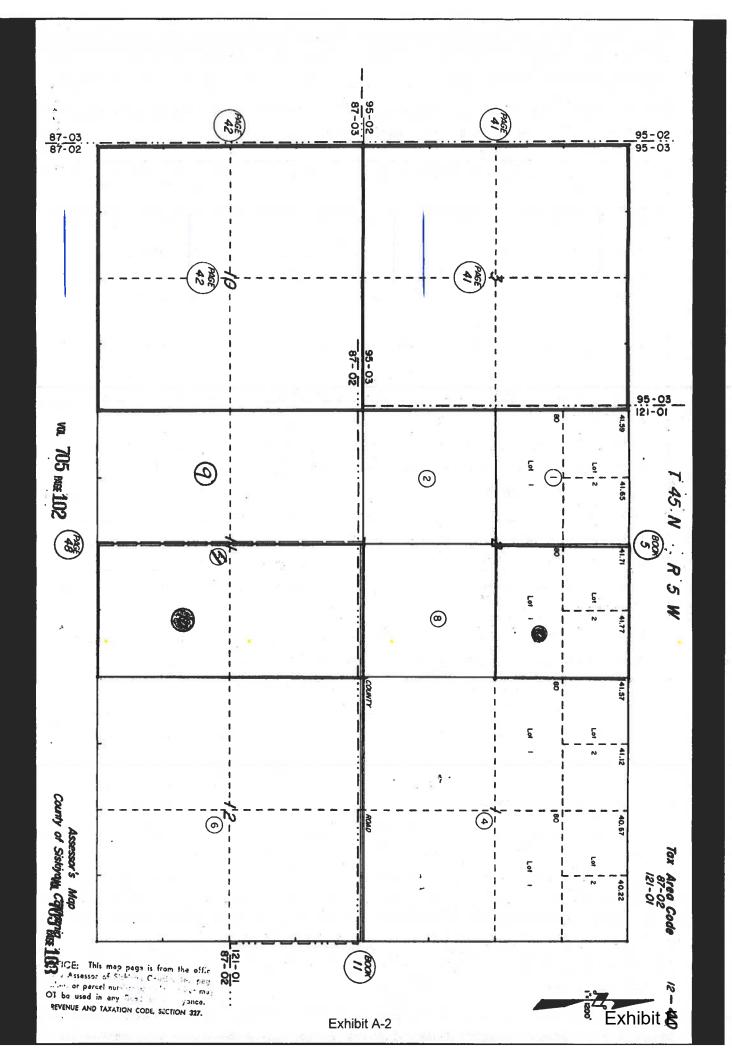
Section 17. NOTICE. Any notice given pursuant to this contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors County of Siskiyou Courthouse Yreka, California 96097

EXHIBIT "A"

List	Assessor's	Parcel Numb	ers bel	Low:		
		012-	400-	070	<i>J</i>	·····
		012-			2	
	1	Figure 600p	40 2.		4	
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	_					······
						
		i di.				
	to the collection					

	Notice to the	owner shall be addressed as follows:
	GARY E	. Townley
	ROUTE 1	Box 91
	MONTAG	ue ca. 96064
	IN WITNESS WHEN	REOF the Owner and the County have
ex	ecuted this Contract	on the day first above written.
	2	
	2	Lay & Jounley
		ling C. chariley.
	_	OWNER
c m	AME OF CALLEODILA	OWNER
	ATE OF CALIFORNIA) ss.
CO	UNTY OF	A
be	fore me, the	day of Alexander, 1973,
Pu	blic, in and for sat	Id Suskian County, personally Pavalue & Pau E. Pavalue
kn	own to me to be the	person & whose name & lack ain instrument, and acknowledged to me
th	at The executed	the same.
IN AN	OFFICIAL SEAL MA A. LAMBDIN	
	California California	Notary Public
	119 - COUNTY FG 51 + 11, 1977	
My	Commission expires	6-11-77
	•	
* 0	*0	* ·
AT	TEST:	COUNTY OF SISKIYOU, Board of Supervisors
	- 18 0	
:	nama Price	Exust a Hardy
<u> </u>	érk	Chairman
ST	ATE OF CALIFORNIA	,
	UNTY OF SISKIYOU	ss.
	On this 19th de	before , 19 74 before
me sa	, Kobin Water	a Notary Public, in and for County, personally appeared
58	id Sisking	a Notary Public, in and for County, personally appeared known to me to be the Chairman
sa of su	id Sisking Cares Language Control the Board of Superior bscribed to the with	a Notary Public, in and for County, personally appeared known to me to be the Chairman risors of Siskiyou County whose name is in instrument, and acknowledged to me
sa of su th	the Board of Superior bscribed to the with at he executed the secretary	a Notary Public, in and for County, personally appeared known to me to be the Chairman risors of Siskiyou County whose name is in instrument, and acknowledged to me
sa of su th	id Sisking the Board of Superior bscribed to the with at he executed the s	a Notary Public, in and for County, personally appeared known to me to be the Chairman risors of Siskiyou County whose name is in instrument, and acknowledged to me
of su th	the Board of Supervises the Board of Supervises to the with at he executed the second watson was sold with the second watson was sold with the second watson was sold with the second was sold with the second was sold with the second was sold watson was sold was sold watson was sold	a Notary Public, in and for County, personally appeared known to me to be the Chairman risors of Siskiyou County whose name is in instrument, and acknowledged to me
of su th	the Board of Supervisor baching the executed the second ROBIN WATSON DIARY PUBLIC-CALIFORNIA SISCIPOU COUNTY	a Notary Public, in and for County, personally appeared known to me to be the Chairman risors of Siskiyou County whose name is in instrument, and acknowledged to me same. Notary Public



BOARD OF SUPERVISORS .. COUNTY OF SISHIYOU AGRICULTURAL PRODUCTION OURSTIONNAIRE

OWNER'S NAME ROY E. & GARY E. TOWNLEY ADDRESS ROUTE 1 BOX 91 MONTACUE CA.
PARCEL NUMBERS 612-400-070 612-400-100
HOW LONG HAVE YOU OWNED THIS LAND? SINCE 1936.
TYPE OF AGRICULTURAL USE:
Dry pasture acreage 233 A. Carrying capacity 4 A.U.
Irrigated pasture acreage O Carrying capacity
Dry farming acreage 243 A. Crops grown WHEAT Production per acre 1000 #
Field crop acreage Crops grown Production per acre
· · · · · · · · · · · · · · · · · · ·
Row crop acreageCrops grownProduction per acre
Grazing AUM Fees paid
Other acreage 7A. Type Courty ROAD 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 acreUse of land
Terms of lease Lease termination date
Share cropped with others: Crop % to owner Acres
LAND LEASED TO OTHEPS:
Name and address of lessee
No. of acres Rental fee per acre Use of land
Terms of lease 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.
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 Date 12/13/73
Please return this form to the Clerk of the Board of Supervisors along with your
Agricultural Preserve application. It is a prerequisite to your preperty being placed in the Open Space Agricultural Preserve Land Act as adopted by the
Siskiyou County Board of Supervisors.

VOL 705 PAGE 104 xhibit E

- Adopted 11-28-72

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	30th day January 1974
PRESENT: Supervisors George Wacker, Harold Belcastro and Ray Torrey. ABSENT: None.	l Porterfield, Ernest Hayden, Mike Chairman Hayden presiding.
CONNEY ABAINISTRATOR	COUNTY CIEDY
Richard E. Sierck	COUNTY CLERK: Norma Price
COUNTY COUNSEL: Prank Dellarco	PURPOSE OF MEETING: Adjourned
RESOLUTION ADOPTED - APPROVING A NEW AGRICULTURAL PRESERVE ESTABL 5, ADOPTED 1-30-74.	GRICULTURAL PRESERVE CONTRACTS IN LISHED BY RESOLUTION NO. 356, BOOK
Torrey, that Resolution No. 357, approving Agricultural Preserve Preserve established by Resoluti adopted and the Chairman authori directed to record said Contract the names of persons whose contr	Contracts in New Agricultural on No. 356, Book 5, is hereby
	Porterfield and Torrey. Supervisor Belcastro.
NEGOTIMEOU BROADE	
RESOLUTION RECORDED:	February 20 , 1974,
Volume 704 , Page_	118 , Official
Records, County of Siskiy	ou.
p.	28
-	•
STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ⁵⁵ I. NORMA PRICE, County Clerk and Ex- foregoing to be a full, true and correct copy of the minute order	Officio Clerk of the Board of Supervisors, do hereby certify the of said Board of Supervisors passed on 1-30-74
Witness my hand and the seal of said Board of Superviso	rs, this 8th day of Pebruary 1974
Assessor Planning Recorder	MA FRICE NORMA PRICE CANY CLERK Colony Clerk and ex-Officia Clerk of the Sound CRATTO, CALLORN & Supervisors of Siskiyou County, California
Barre to the state was surger	(S000) A
	By Joanne Llais
	By Joanne Llais Deputy Clerk THESS AND MESS TO
. , , , , , , , , , , , , , , , , , , ,	THESE NUMBER AND PROPERT TO
ËXhible	05 200 105 CHARLES TO Exhibit

Williamson Act Contract Amendment Questionnaire

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

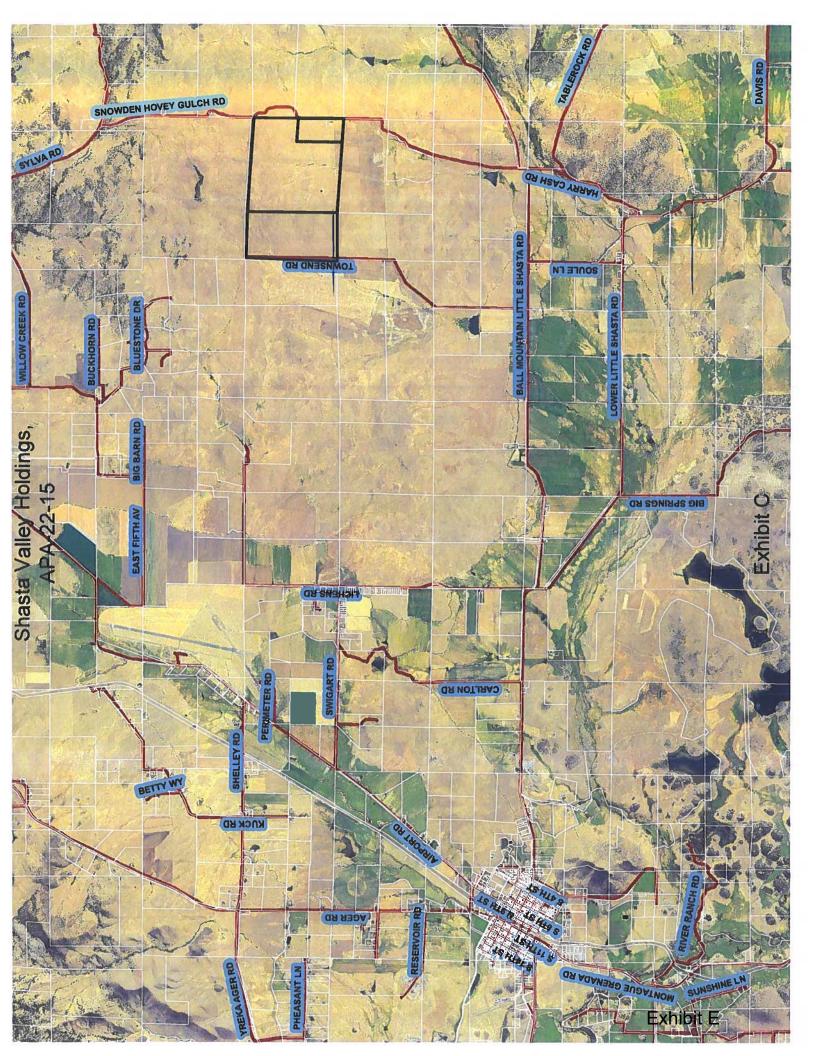
Owner's name:lohn_	Townley - owner	- Shasta Valley Holdings, 2
Address: 3102 5	S. Dearbern Ln.	Spokane, WA 99223
		-010-000, 039-010-06
How long have you owned thi	s land? 10 years	
Type of Agricultural Use:		
Dry pasture acreage	.0	
Irrigated pasture acreage	Bergera	
Dry farming acreage	Crops grown	Production per acre
Field crop average	Crops grown	Production per acre
Type of irrigation (pivot line, d	itch, etc.)	
Row crop acreage	Crops grown	Production per acre
Other acreage	Туре	Production per acre
Other Income:		
Hunting rights \$	per year	acres
Fishing rights \$	per year	acres
Otherrights \$	per year	type
Quarrying \$	per year	type
Other \$	per year	type
Other\$	per year	type
Land Leased to Others		
Name of owner Blade Sa	nith * Some N	lumber of acres 960
Rental fee per acre \$		
Terms of lease April /		
Share cropped with others: C		
		nce, maintenance, repairs

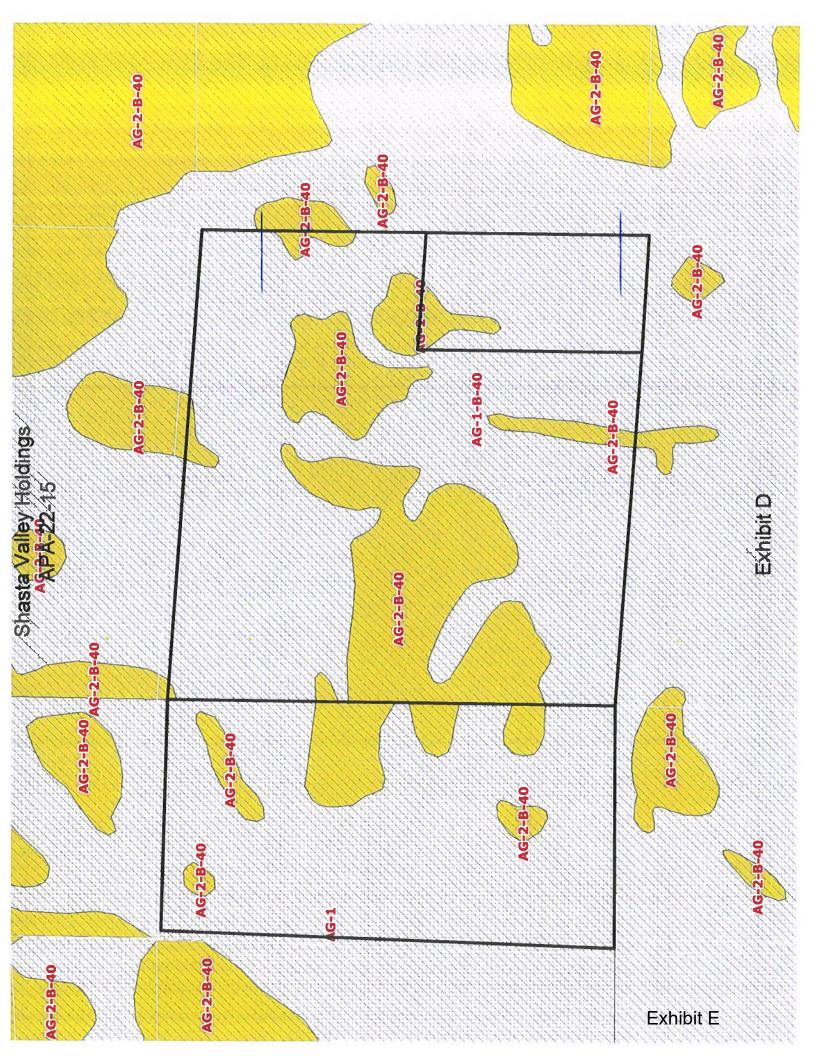
Williamson Act Contract Amendment Guidelines Revised 2021

Page 5 of 6

Ca	rtif	ica	tio	n
ve		100		

The above statements are certified by the undersig for the intensive production of food or fiber, or the la			
and has public value.			
Signed		Date	8-10-22
Please submit the following to the Siskiyou County	Planning Div	rision al	ong with all applicable fees:
1. This signed form			
2. The completed and signed County standard	Application f	for Deve	elopment Review
The applicable maps which clearly show the change(s)	boundaries (of the c	ontract property and proposed
4. A copy of the Grant Deed for each legal part			
5. The legal description of the land included in	on and	proposed change(s)	
6. A copy of any and all Deeds of Trust for the	land that is in	ncluded	in the application
7. A copy of the property's existing Williamson	Act Contract	t	
Planning Staff Comments Below			
The above property is within one mile of a city:	□Yes	□No)
Name of City:			
Present Zoning	•		





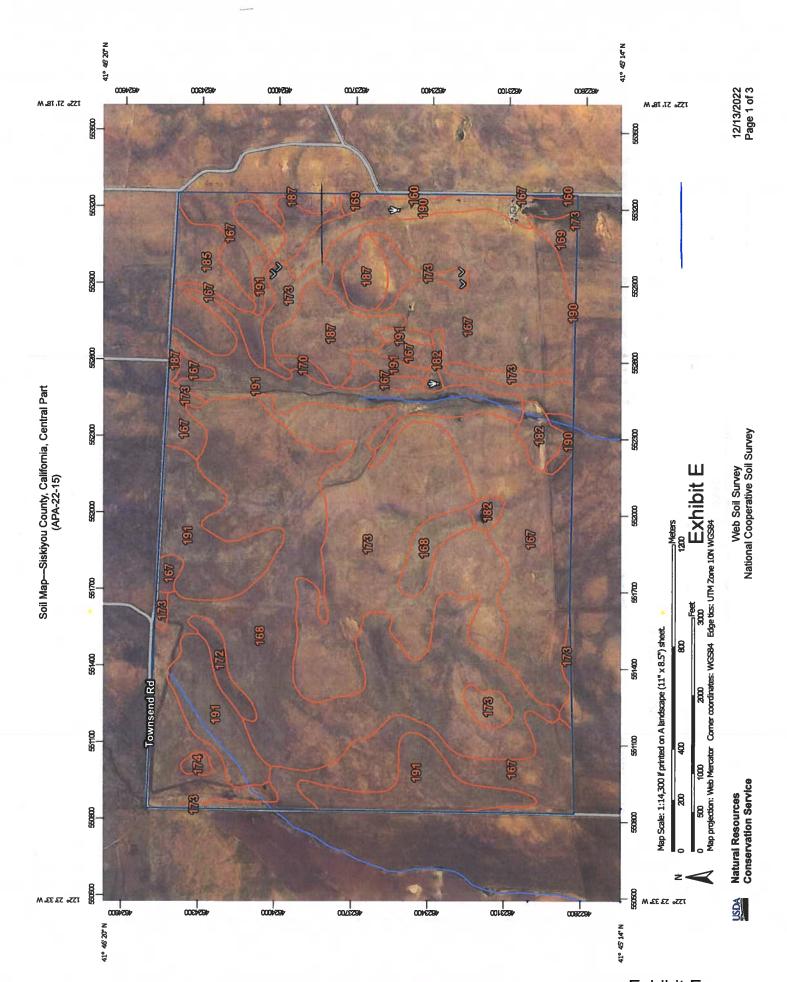


Exhibit E

USDA

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
160	Jenny clay, 2 to 15 percent slopes	1.3	0.1%	
167	Kuck day loam, 2 to 9 percent slopes	290.2	30.1%	
168	Kuck day loam, 9 to 15 percent slopes	232.8	24.1%	
169	Lassen clay, 2 to 9 percent slopes	8.4	0.9%	
170	Lassen clay, 9 to 15 percent slopes	2.5	0.3%	
172	Lassen-Kuck complex, 15 to 50 percent slopes	7.0	0.7%	
173	Lassen-Kuck complex, stony, 2 to 50 percent stopes	177.8	18.4%	
174	Lassen-Rock outcrop-Kuck complex, 2 to 50 percent slopes	2.0	0.2%	
182	Louie variant sandy clay loam, 2 to 9 percent slopes	13.3	1.4%	
185	Mary loam, 2 to 9 percent slopes	14.4	1.5%	
187	Mary stony loam, 2 to 50 percent slopes	39.6	4.1%	
190	Medford clay loam, cool, 2 to 5 percent slopes	25.9	2.7%	
191	Medford clay loam, cool, 5 to 15 percent slopes	149.7	15.5%	
Totals for Area of Interest		964.9	100.0%	

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
160	Jenny clay, 2 to 15 percent slopes	1.3	0.1%	
167	Kuck clay loam, 2 to 9 percent slopes	290.2	30.1%	
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170	Lassen clay, 9 to 15 percent slopes	2.5	0.3%	
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173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	177.8	18.4%	
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