Staff Report

Submission Da	ite:	August 21, 2023
То:		Siskiyou County Agricultural Preserve Administrator
From:		Bernadette Cizin, Assistant Planner
Subject:		Proposed Outpost M-R, LLC APA-23-12, Application to rescind and reissue Williamson Act Contract to reflect the transfer of property through Boundary Line Adjustment.
Location:		The project site is located on Stuart Springs Road, West of Old Highway 99, North and West of the city of Weed on APNs 020-160-230, 020-350-390, 021- 121-030, 020-150-030, 020-150-011, 020-160-020, 020-160-171, 020-160-181, 020-160-190, 020-160-200, 021-130-021, 022-570-140, 022-570-150 & 022- 310-101; T42N, R5W, S 29, 30, 31, 32 & 33 and T42N, R6W S 25 & 36 and T41N, R5W, S4 & 6, MDB&M.
Exhibits:	A. B. C. D. E. F.	Location Map Zoning Map Boundary Line Adjustment Maps 1. Sheet 1 2. Sheet 2 – Detail NRCS Soils Data Williamson Act Amendment Questionnaire Existing Contracts and Establishment of Agricultural Preserve 1. Contract No. 71040B 2. Contract No. 74008

Background and Discussion

The property owners submitted an application on March 15, 2023, which proposes to transfer approximately 2.15 acres between two separate parcels (see exhibit C) and amend the existing Williamson Act Contracts and Agricultural Preserve accordingly. As each of the subject parcels is encumbered by different Williamson Act Contracts, pursuant to Government Code Section 51257 and County guidelines, the county and the property owner must mutually agree to rescind the property from the existing contracts and simultaneously enter into new contracts.

A portion of Resultant Parcel I of the boundary line adjustment is not within an Agricultural Preserve. It is the property owners request to include the entire legal parcel in the preserve and Williamson Act Contract.

Parcel History

Parcel Creation

- APNs 020-150-011, 020-150-030, 020-160-020, 020-160-171, 020-160-181, 020-160-190, 020-160-200, 021-130-021, 022-570-140, 022-570-150 and 022-310-101 together are one legally created parcel as Parcel 2 of Waiver, which was filed for record on in the Siskiyou County Recorder's Office on July 27, 1979, in Volume 864 at Page 298.
- APNs 020-160-230, 020-350-390 and 021-121-030 together are one legally created parcel as Parcel B of Waiver, which was filed for record in the Siskiyou County Recorder's Office on November 25, 1980, in Volume 903 at Page 821.

Williamson Act Contract

- 164.7 acres of the subject property is encumbered by Williamson Act Contract as recorded May 5, 1971, in Book 621, Page 22, in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 71040B and Clerk's Record No. 23.
- 2328.8 acres of the subject property is encumbered by Williamson Act Contract as recorded on February 25, 1974, in Book 704, page 421 in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 74008 and Clerk's Contract No. 203.
- 193.7 acres is not encumbered by a Williamson Act Contract.

Agricultural Preserves

- 2328.8 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 356, Book 5, adopted on January 30, 1974.
- 164.7 acres of the subject property is within an Agricultural Preserve established by Board Minute Order dated February 23, 1971.
- 193.7 acres is not within an Agricultural Preserve.

Analysis

Agricultural Preserve Requirements

Preserve Size

The Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines) Section III. Item A, states "it shall be the policy of Siskiyou County to deny applications requesting to establish a new agricultural preserve or significantly increase the size of an existing agricultural preserve when the State of California has not appropriated funding for subvention payment."

Because this project includes a legal parcel that has a portion (193.7 acres, approximately 7.5% of the parcel) that is not within an Agricultural Preserve, staff would recommend the inclusion of the 193.7 acres to be considered not a significant increase. This would allow the entire legal parcel into the Agricultural Preserve and to be included in the proposed new contract.

According to the guidelines, 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.

The existing Agricultural Preserves are comprised of non-contiguous properties that are also not owned in common, making them nonconforming with the current guidelines. The existing preserves should be amended removing the subject parcels and a new Ag preserve created, consisting of the subject parcels, which together qualify for a new Ag Preserve, as they are contiguous parcels, which together total approximately 2687 acres, exceeding the 100-acre minimum.

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 mostly Class VII soils, however over 350 acres are Class III, and 450 acres are Class IV, as shown in the NRCS soils data (Exhibit D). Due to the substantial amount of property that is part of this preserve, the proposal greatly exceeds this requirement.

Contract Requirements

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) and Non-Prime Agricultural (AG-2-B-40) as shown on the zoning map (Exhibit B).

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 resultant parcels exceed the minimum at 162.55 and 2524.65-acres.

Agricultural Production Uses

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

The property has been used for and continues to be used for Rangeland and pasture for livestock production and forage. The subject property is leased to Belcampo Farms. Is it utilized to support an approximately 500 cow/calf operation.

Compatible Uses

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

Residential Uses

County Rules Section IV, Item C allows for residential structures, which are to be occupied by persons directly engaged in the commercial agricultural operation.

There are two residential structures on the subject property, one of which is used for employee housing, the other is a long-term rental unit.

Boundary Line Adjustment Findings

Per County Rules, Section VI. Item B, the Boundary Line Adjustment cannot be approved until the Board of Supervisors makes certain findings Pursuant to Government Code Section 51257.

Williamson Act Findings – Government Code Section 51257

- 1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
- 2. No net decrease in the amount of restricted land will result from BLA2302.
- 3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- 4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcels will be 162.55 acres and 2524.65 acres, which exceeds the 40-acre minimum required.
- 5. The BLA associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- 6. The BLA associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
- 7. The BLA associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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 and Government Code Section 51257. The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserves to remove the subject property and create a new preserve consisting of the subject property, including the 193 acres not previously within a preserve, and a resolution rescinding the subject property from the existing contracts and issue two new contract which reflect the new parcel boundaries approved with the Boundary Line Adjustment, including the 193 acres previously not incumbered by Williamson Act Contract.

Approved by:

County of Siskiyou Agricultural Preserve Administrator

Hailey Lang Agricultural Preserve Administrator

21-23

Date of Approval

Preparation:

Prepared by the Siskiyou County Planning Division (B. Cizin) on August 21, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

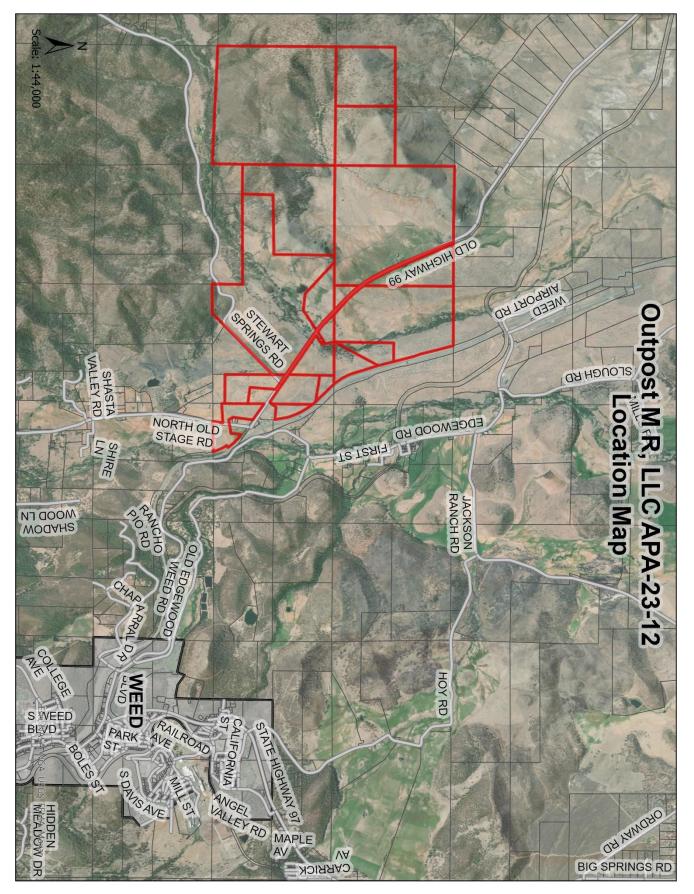


Exhibit A

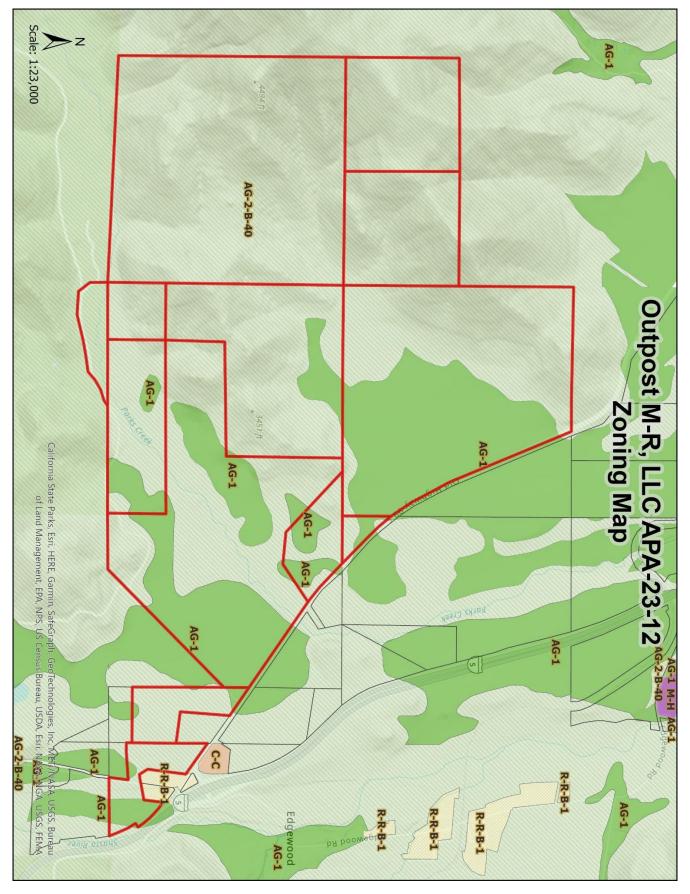


Exhibit B

Williamson Act Contract Amendment and Agricultural Preserve Amendment (APA-23-12) Adn in the contract Amendment and Agricultural Preserve Amendment (APA-23-12)

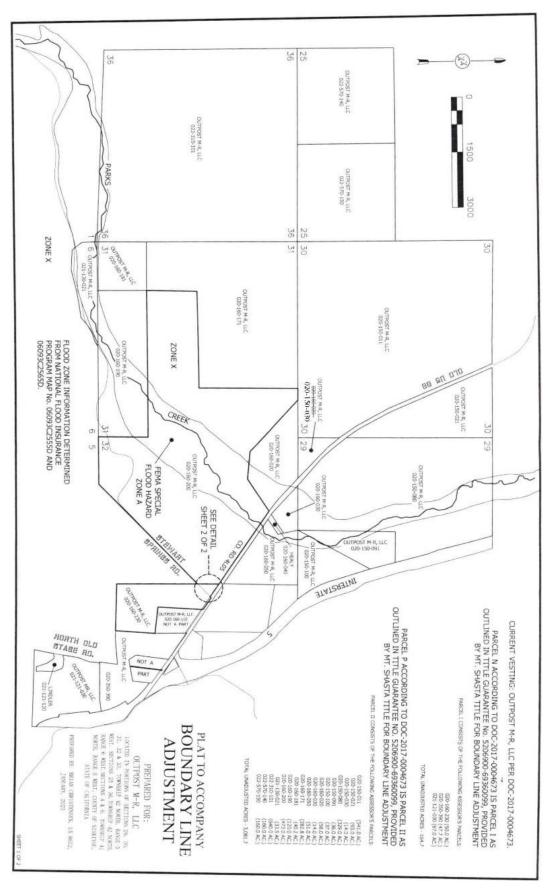


Exhibit C-1

Williamson Act Contract Amendment and Agricultural Preserve Amendment (APA-23-12) Adn in the second and Recommendation – Staff Report

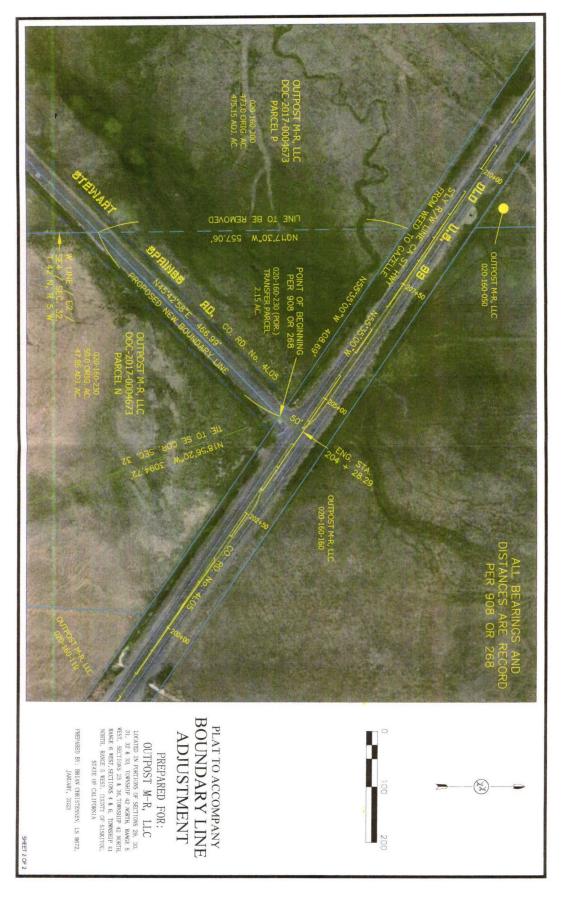
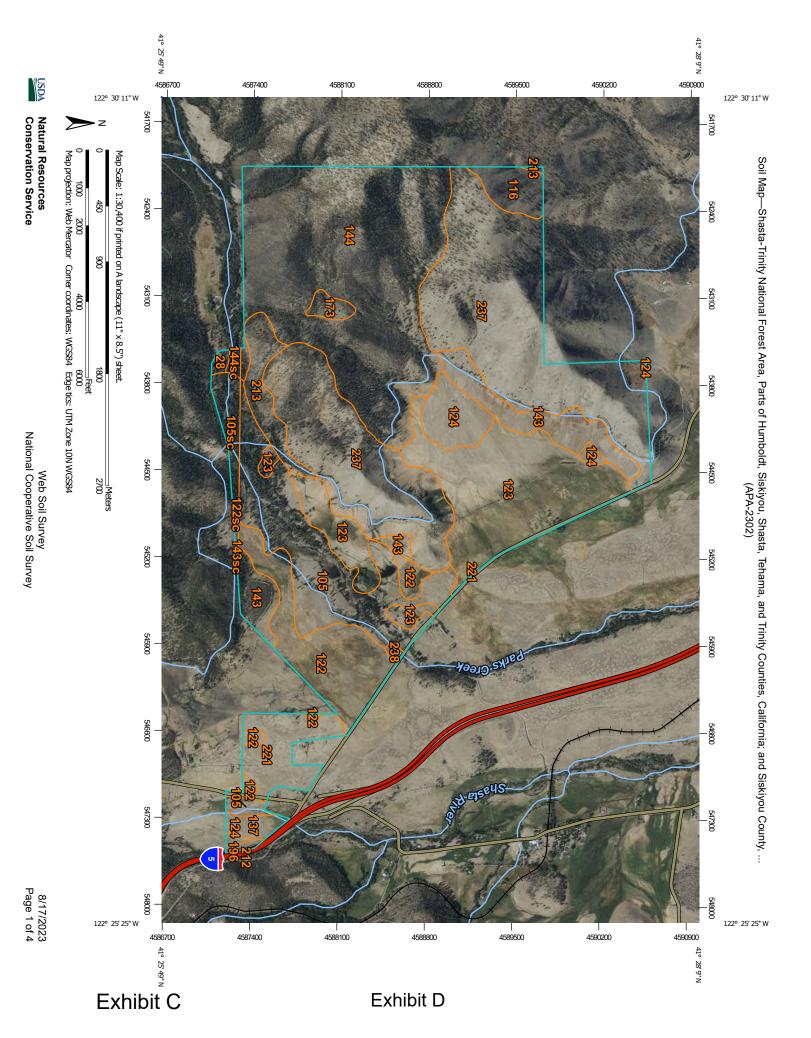
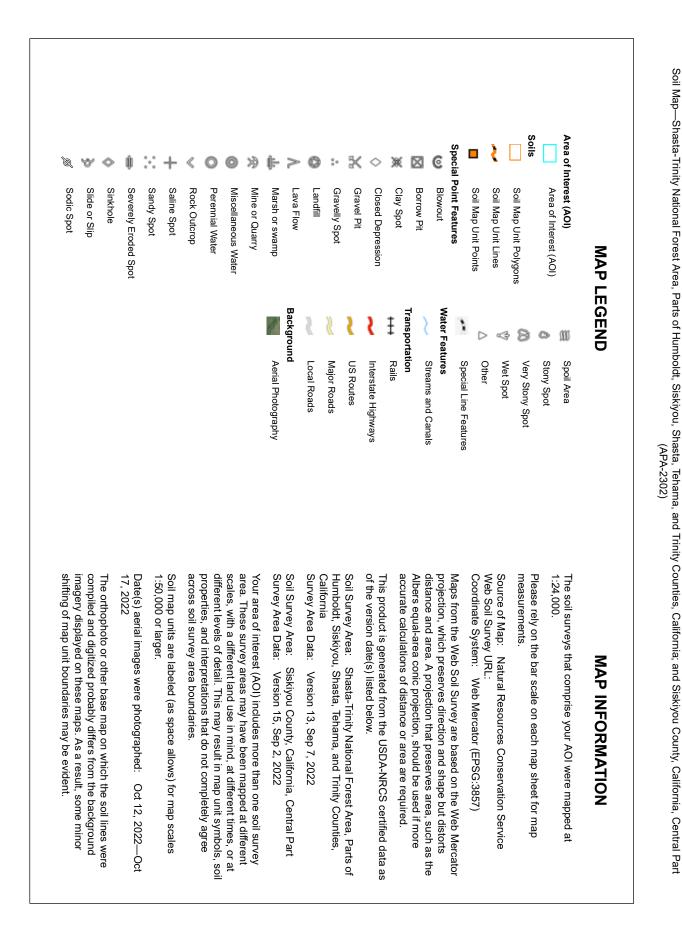


Exhibit C-2

Williamson Act Contract Amendment and Agricultural Preserve Amendment (APA-23-12) Adn in the commendation – Staff Report





USDA

Natural Resources Conservation Service

Map Unit Legend

Map Unit Symbol Map Unit Name		Acres in AOI	Percent of AOI	
28	Copsey-Atter families association, 2 to 10 percent slopes.	5.3	0.2%	
105sc	Atter very cobbly sandy loam, 0 to 5 percent slopes	35.5	1.3%	
122sc	Copsey clay, 0 to 9 percent slopes	1.8	0.1%	
143sc	Dubakella-Ipish complex, 5 to 30 percent slopes	0.6	0.0%	
144sc	Dubakella-Ipish complex, 30 to 50 percent slopes	5.1	0.2%	
Subtotals for Soil Survey Area		48.4	1.8%	
Totals for Area of Interest		2,691.2	100.0%	

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
105	Atter very cobbly sandy loam, 0 to 5 percent slopes	263.9	9.8%	
116	Boomer, cool-Neuns complex, 30 to 70 percent slopes	42.1	1.6%	
122	Copsey clay, 0 to 9 percent slopes	182.5	6.8%	
123	Copsey gravelly clay, 2 to 9 percent slopes	372.9	13.9%	
124	Copsey cobbly clay, 2 to 9 percent slopes	66.5	2.5%	
137	Diyou loam, drained	18.9	0.7%	
143	Dubakella-Ipish complex, 5 to 30 percent slopes	135.0	5.0%	
144	Dubakella-Ipish complex, 30 to 50 percent slopes	654.1	24.3%	
173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	14.6	0.5%	
196	Neer-Ponto stony sandy loams, 15 to 50 percent slopes complex	0.1	0.0%	
212	Riverwash	4.0	0.1%	
213	Rock outcrop-Dubakella complex, 30 to 50 percent slopes	59.9	2.2%	
221	Salisbury cobbly loam, 0 to 9 percent slopes	84.5	3.1%	
237	Weitchpec variant-Rock outcrop complex, 5 to 65 percent slopes	740.4	27.5%	

USDA

Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
238	Xerofluvents, nearly level	3.4	0.1%	
Subtotals for Soil Survey Area	1	2,642.8	98.2%	
Totals for Area of Interest		2,691.2	100.0%	





Williamson Act Contract Amendment Questionnaire

(This form is to be attached to the County's standard application form)
Owner's name: Outpost M-R
Address: Old Huy 99 3 Stevant Springs Road
Parcel Numbers: Please see attached
How long have you owned this land? 2017
Type of Agricultural Use:
Dry pasture acreage 3,928
Irrigated pasture acreage 1,320
Dry farming acreage Crops grown Production per acre
Field crop average Crops grown Production per acre
Type of irrigation (pivot line, ditch, etc.) Flood
Row crop acreage & Crops grown Pasture Production per acre
Other acreage Ø Type Production per acre
Other Income: NIA
Hunting rights \$per yearacres
Fishing rights \$per yearacres
Otherrights \$ per yeartype
Quarrying \$ per year type
Other \$ type type
Other \$ per year type
Land Leased to Others
Name of owner <u>Belcampo</u> Farms Number of acres <u>5,277</u>
Rental fee per acre \$ \$21.62 ac 900se of land Ghang
Terms of lease Annval - \$114,100 tots Lease termination date 2024
Share cropped with others: Crop Percent to owner Acres
List expenses paid by landowner
Williamson Act Contract Amendment Guidelines Revised 2021 Page 5 of

Exhibit C

Certification

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 fiber, or the land is used to support the agricultural economy and has public value.

Signed	Stres	Rt	Da	te 5	-/12	2023	
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Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

- 1. This signed form
- 2. The completed and signed County standard Application for Development Review
- 3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
- 4. A copy of the Grant Deed for each legal parcel
- 5. The legal description of the land included in the application and proposed change(s)
- 6. A copy of any and all Deeds of Trust for the land that is included in the application
- 7. A copy of the property's existing Williamson Act Contract

Planning Staff Comments Below

The above property is within one mile of a city:	□Yes	□No
Name of City:		
Present Zoning		



OFFICIAL RECORDS SISKIYON COUNTY, CALIF. . 11495 May 5 10 42 AM '71 Vol. 621, Page 22 -2120 (No) Charge PREAMBLE TO LAND CONSERVATION CONTRACT RECORDER FEE \$_

NOED AT REQUEST, OF

WHERAS, 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 agricultrual 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 $\underline{Feb\ 26}$, 197/, 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.

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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 55000 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.

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(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

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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

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

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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

> > 6.

Notice to the Owner shall be addressed as follows: MAZZINI 1.11.a.N Box1062 174.1. 96094 (A lit. Weep. IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written. OWNER COUNTY OF SISKIYOU, Board of Supervisors ATTEST: Chairman STREETERS CONTRACTOR Clerk s a a a a a a NORMA PRICE STATE OF CALIFORNIA CONFETY OLERK ss. SISKIYOU COARCTY, CALIFORNIA COUNTY OF SISKIYOU a Notary Public, in and day of On this County, personally appeared known to me to be the me, Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. HELEN WALTER NOTARY PUBLIC - CALIFORNIA lotary Public PRINCIPAL OFFICE IN SISKIYOU COUNTY MY COMMISSION EXPLANS DED 12 COMMISSION 00000 STATE OF CALIFORNIA ss. COUNTY OF 19 // day of , a Notary On this County, personally 611 before me, May whown to me to be the person who subscribed to the within instrument, and Public, in and for said whose appeared John name $\leq \frac{2}{2}$ subscribed to the within instrument acknowledged to me that $\frac{2}{2}$ executed the same. Notary Public My Commission expires: _ OFFICIAL SEAL MAX O. LAYTON NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN SISKIYOU COUNTY My Commission Expires August 26, 1973 VOL 621 PAGE 29

EXHIBIT "A"

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List Assessor's Parcel Numbers below
20-160-100
20 - 340 - 130
20 - 350 - 110
20 - 160 - 140
20 - 160 - 160
21-120-430
21 - 120 - 410
21- 130-200

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BEFORE THE BOARD OF SUPERVISORS

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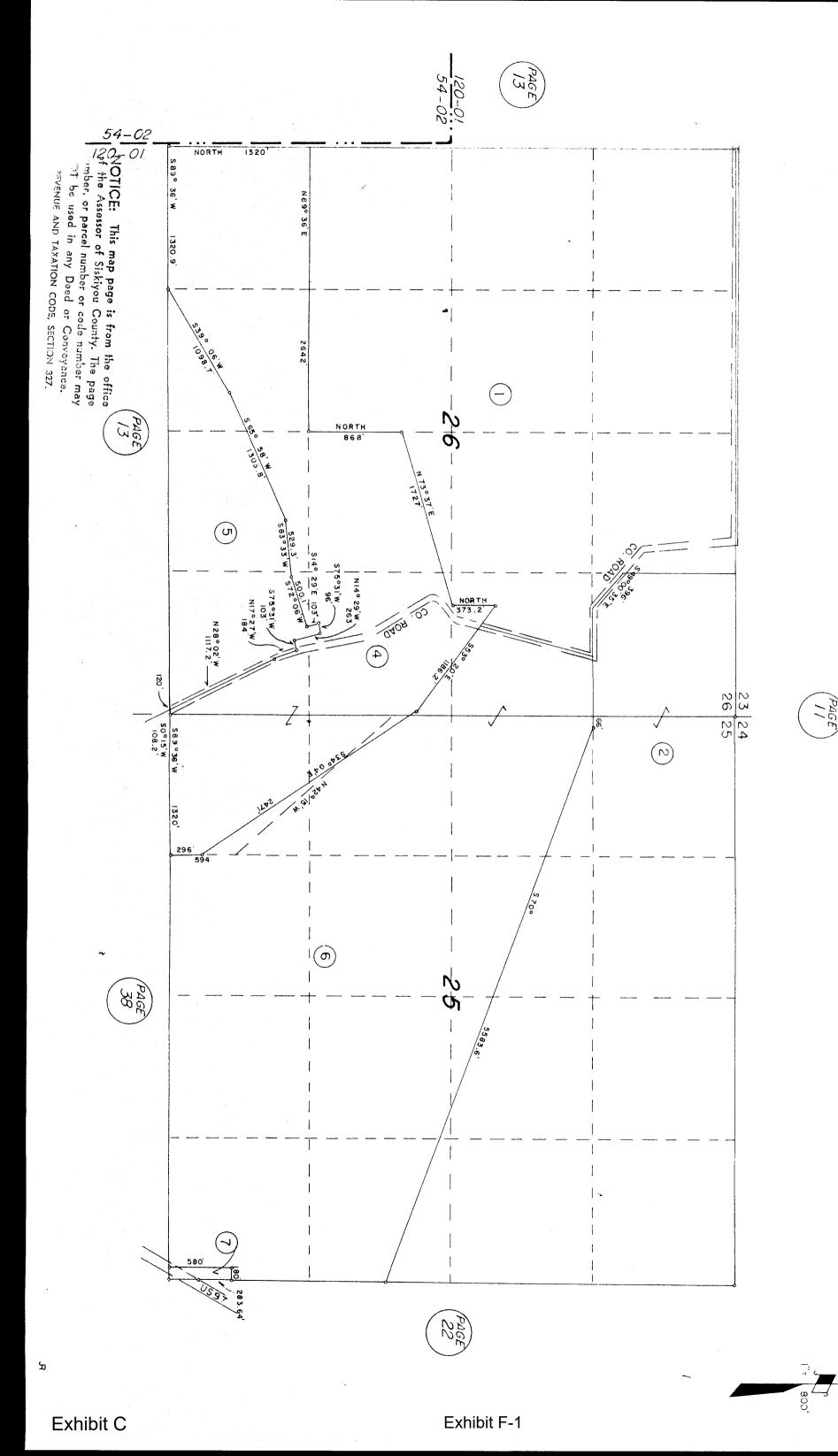
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COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	4thMay	1971
PRESENT: Supervisors George Wacker, Earl F. and Phil Mattos. Chair	Ager Ernest A. Hayden, Mil	ke Belcastro
ABSENT: None.	COUNTY CLERK: Norma Pric	e
COUNTY ADMINISTRATOR: Jess O'Roke	PURPOSE OF MEETING: Adjour	
COUNTY COUNSEL: Michael T. Hennessy		
CLERK INSTRUCTED TO RECORD LAN APPROVED PURSUANT TO MINUTE OR		-•
Pursuant to the minute or on February 23, 1971, approvin Contracts, it was moved by Sup by Supervisor Mattos, that the to have the Land Conservation the following property owners	ders ad opted by the Board og numerous Land Conservatio ervisor Belcastro, seconded Clerk is hereby instructed Contracts entered into with	n 1 1
Chaparral Cattle Co. Donovan C. Griffin Carl S. Hammond J. Lee Harrington Ben Hurlimann, Jr. John T. Jenner, Jr. Dr. and Mrs. Jack Landon John Mazzini William C. Peters Geo. Manuel Rose Everett S. Streed Winfred Wolford Glenn C. Barnes Beckman-Dudley Ranch Joe Allen Glenn C. Barnes David Black Paul R. Cavener Michael Bryan C. R. Cornelis Helen Rohrer Grebbin Michael K. Crebbin Crystal Creek Ranch E. Orlo & Margaret Davis E. Orlo Davis James & Margaret Denny Clarence A. Dudley	Stanley M. Fride Harry C. & Judd John H. Heide Francis Houghton Reba Hays Jeffri John T. Jenner Walter A. Krell Manfred C. Lutz Brice Martin Edward C. Merlo Maderal S. Paser Brice Rohrer Boyd Robertson 7-D Ranch Vernon O. Smith Henrietta Terwi Sidney Terwillig Timberhitch, Ind Keith Whipple Bernard York Harry O. Walker	es co Lliger ger c.
John N. Foster	· · · · · · · · · · · · · · · · · · ·	(
NOES: None. ABSENT: None. STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ^{SS}	cker, Ager, Belcastro and M	
	d Ex-Officio Clerk of the Board of Supervisors, rder of said Board of Supervisors passed on	do hereby certify the 5/4/71
I, <u>Norma Price</u> , County Clerk and foregoing to be a full, true and correct copy of the minute of	visors this 5th day of May	
Witness my hand and the seal of said Board of Super		
cc: Recorder	County Clerk and ex-Officio Cler of Supervisors of Siskiyou Cour	k of the Board hty, California
SISTING LOUNTY, CALIFORNIA	Ву	Deputy Clerk
Exhibit l	VUL UNE INDL UNE BOARD (WITTA ARE SUBJEC Nahili Hambo By Hoylinidasi

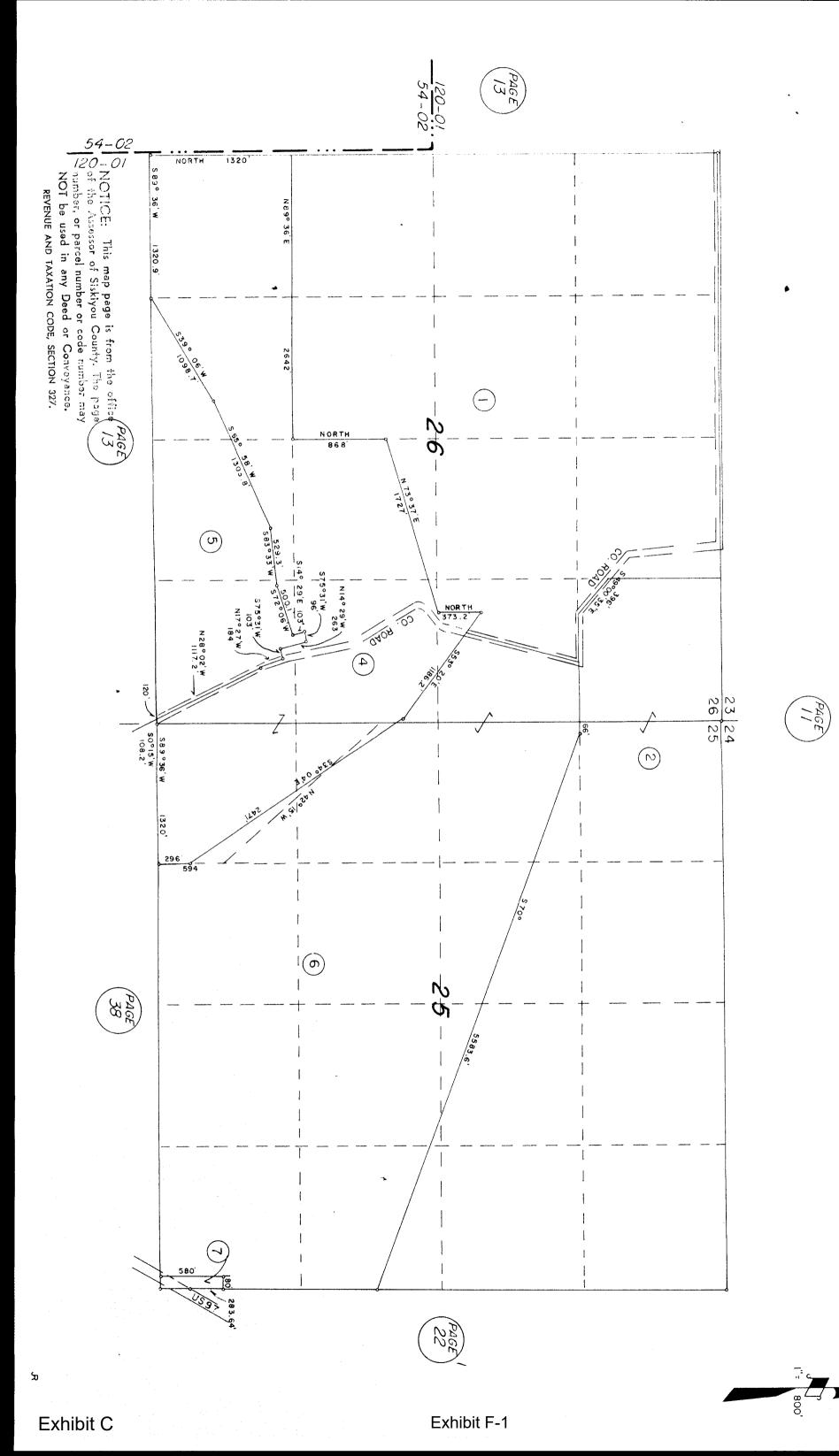


SEC'S 258 26 T42N R5W

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Tax Area Code



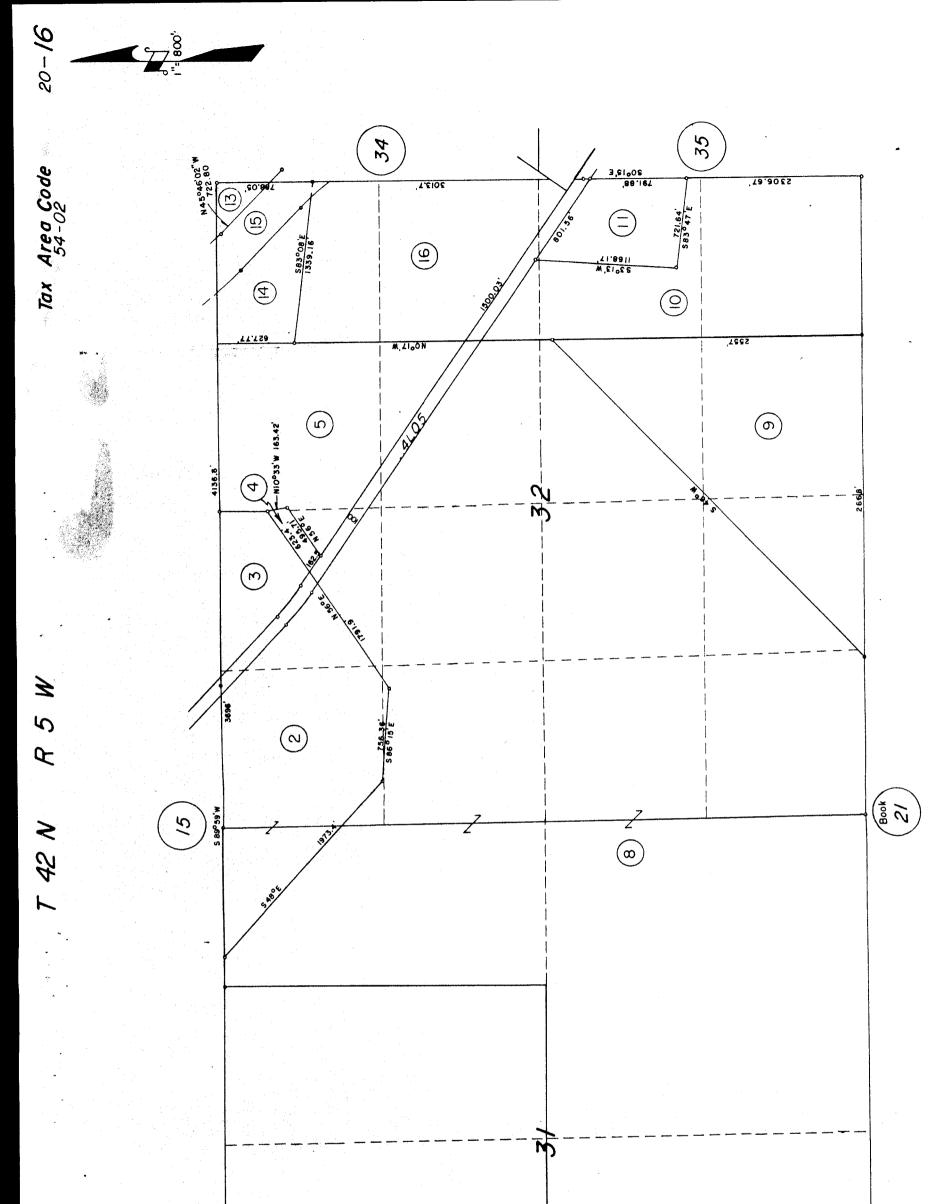


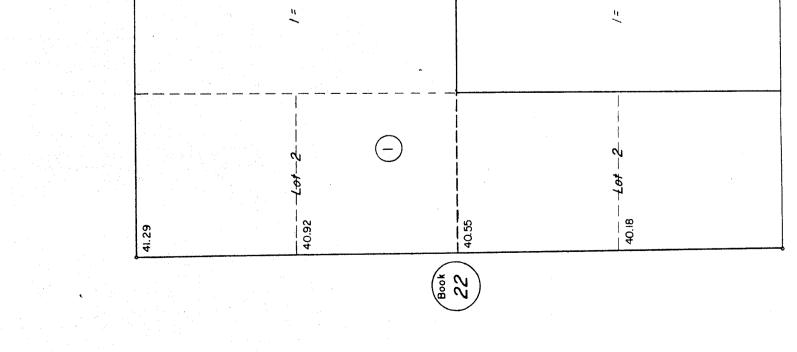
SEC'S 258 26 T42N R5W

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Tax Area Code

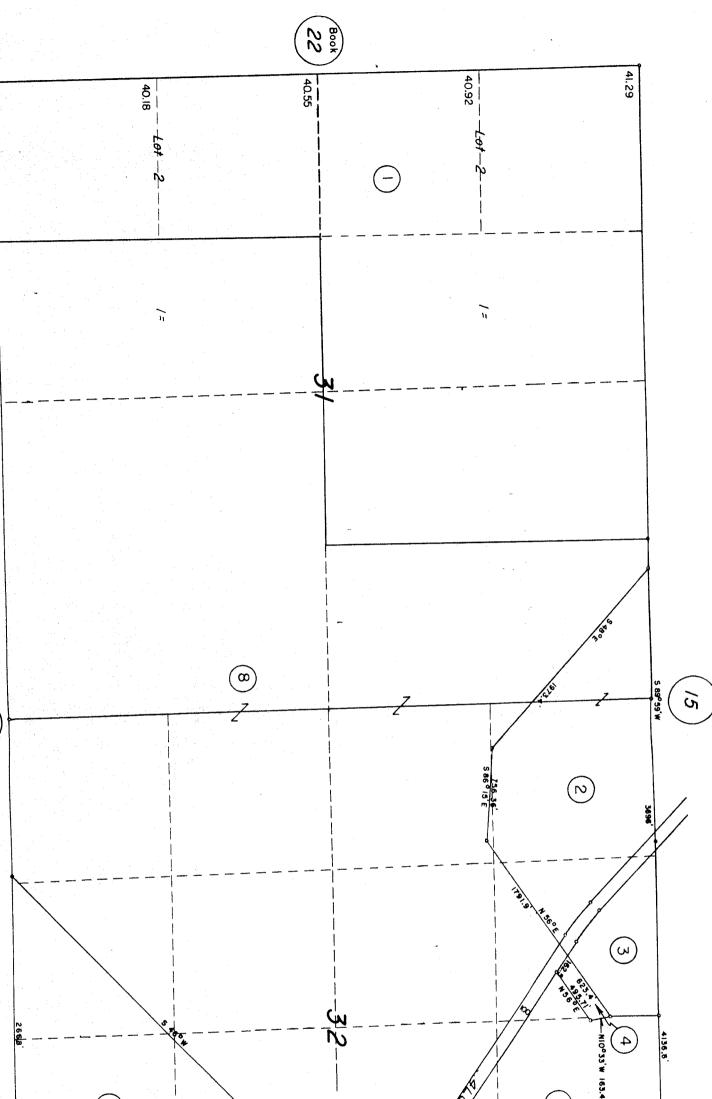
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NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page ournber, or parcel number or code number may "OT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

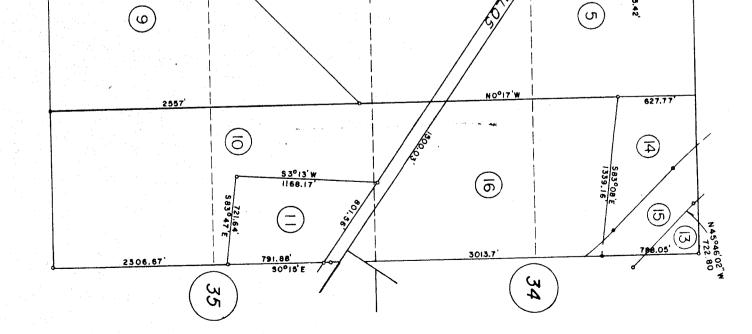
Exhibit C



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 327.

> 21 Book

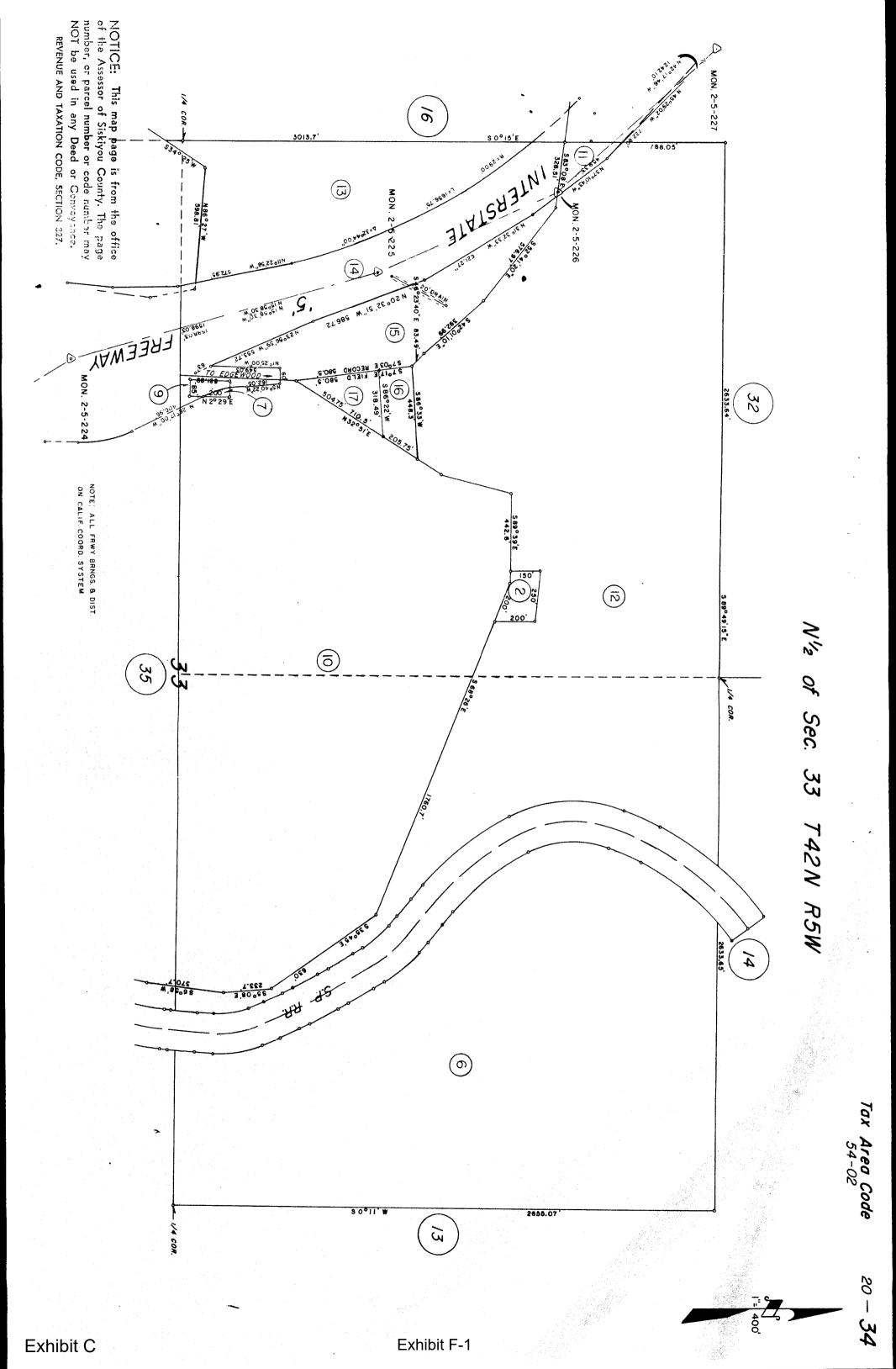
T42N R5W

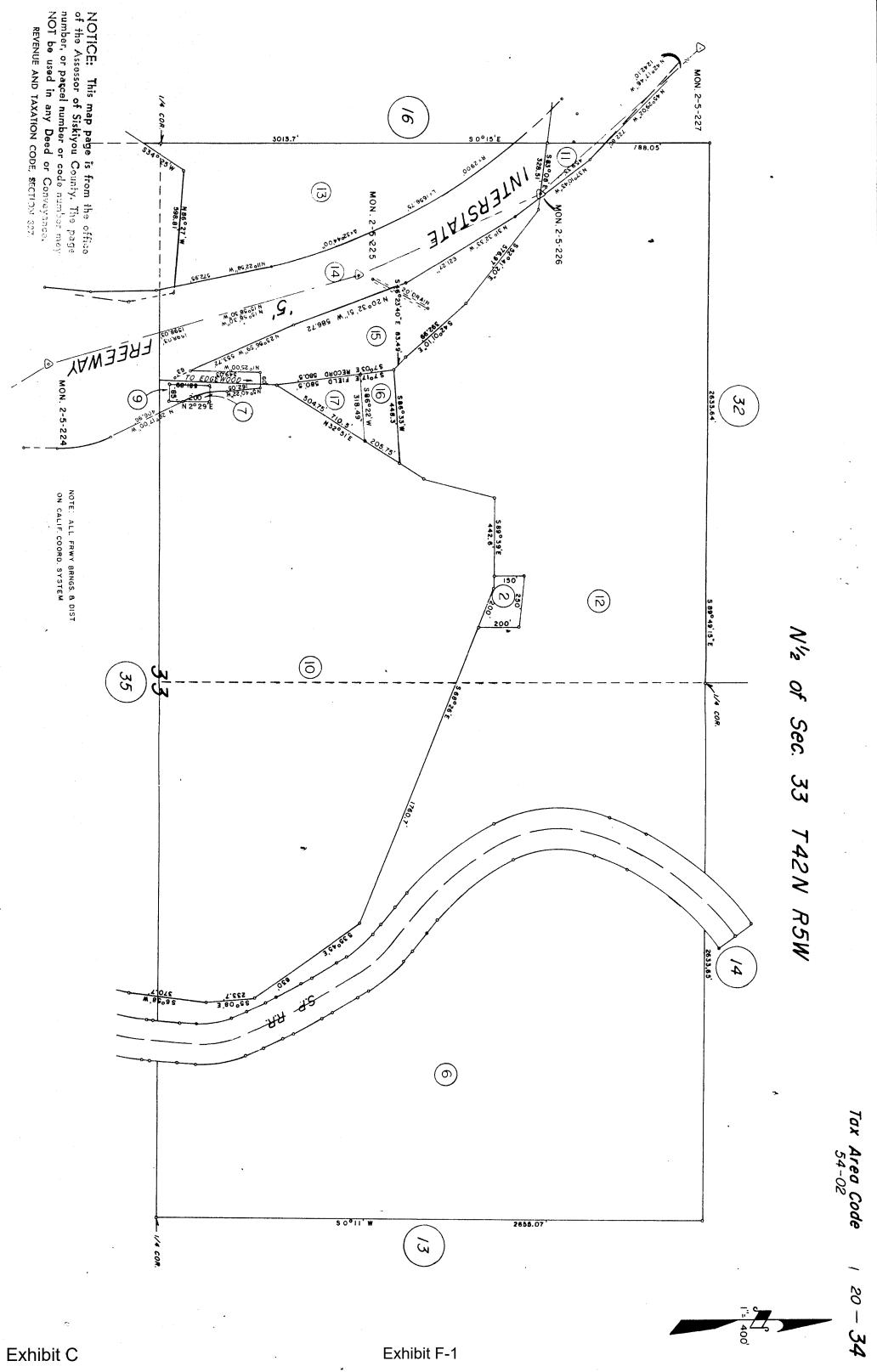


Tax Area Code 54-02

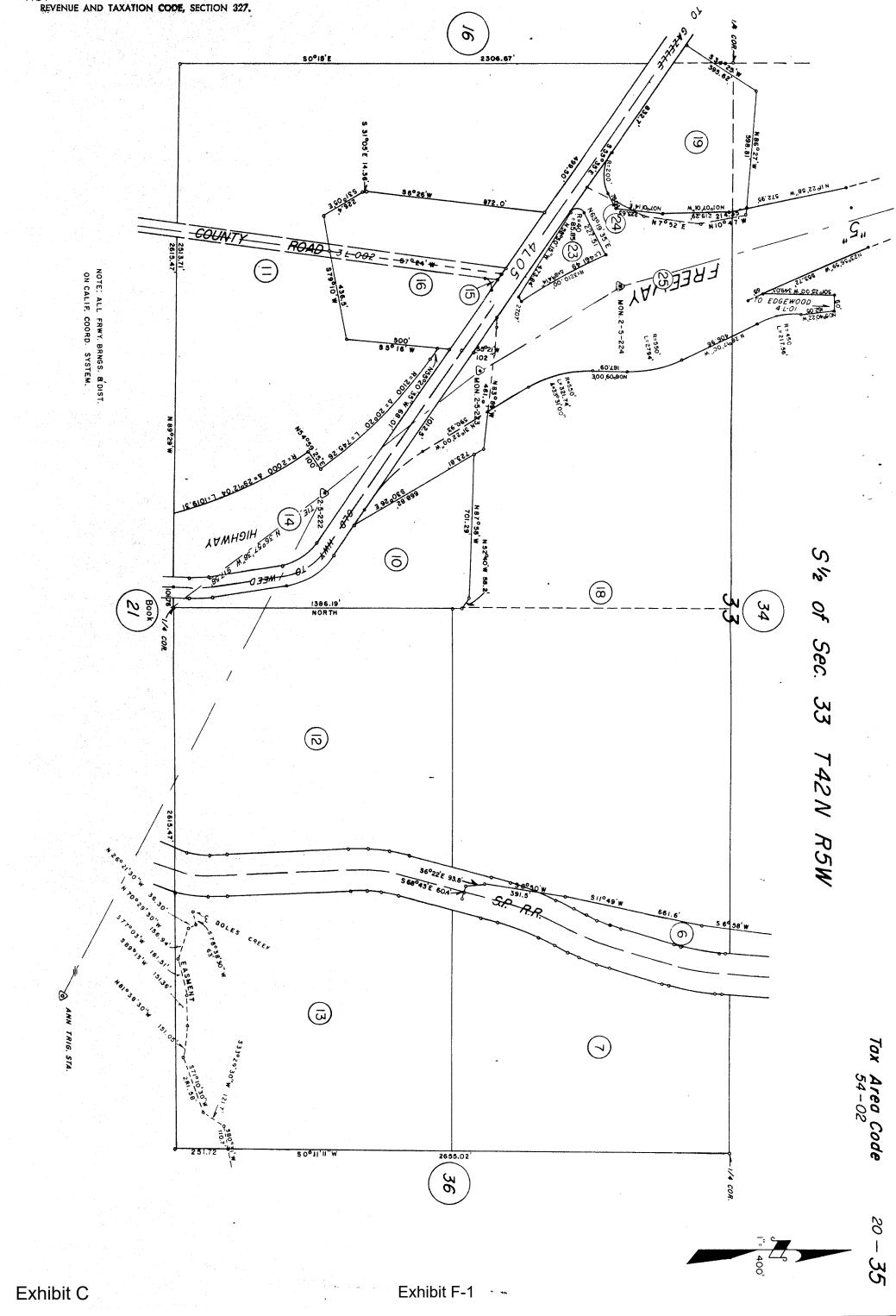




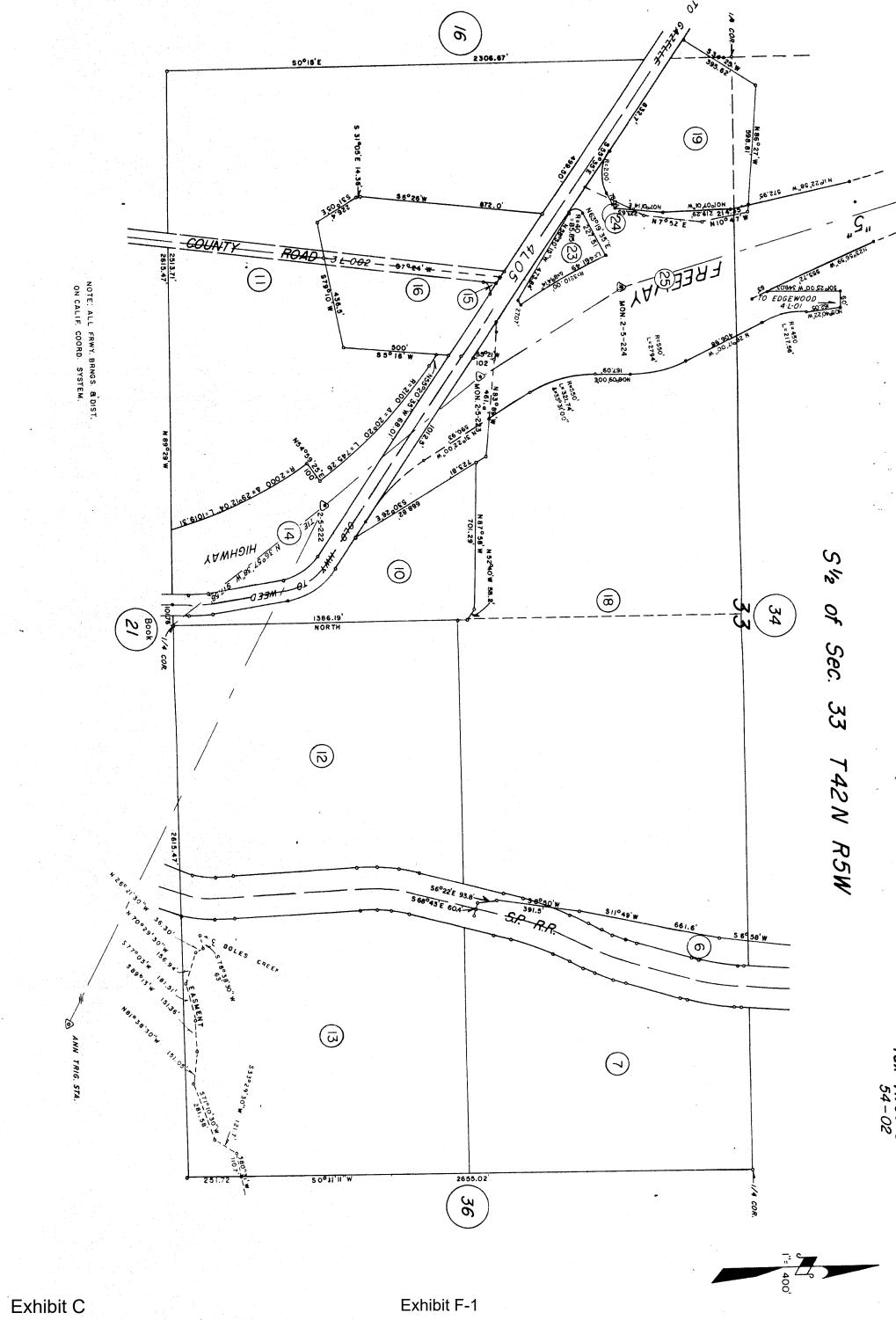




NOTIOE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE. SECTION 327.



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Tax Area Code 54-02

20 -35

		This 20th	day of And		03 (
	10478	FRA:	day of the	19.14	3.4
			o any Counsel	FI	
		trail	1 Dem	erco	
APPLICATIO	N FORAAN AGRI SISKIYOU COUN	TY, CALIF	vreslavancu 'Ornia	WATHERE HZ	3 18 19 173
H	DEMATCHCE, CLERK			NORMA PR.	ICE, CLERK
NO OWNER/OWNERS NAME ⁸ A (Include trust deed		JEFF	DENNIS	DEP	JTY
encumbrance holders separate sheet if no					
APPLICANT'S NAME (I	f other than	above):	-		
APPLICANT'S ADDRESS	: 211 LAF	AYETTE	AVE PIE	Dinent (ALIF 63 75
AGENT FOR NOTICE: 2 person to receive an County during the 1 writing of any chang him:	ny and all no ife of this c	tices and ontract.	l communicat I will not on or change	ions from ify the Co	Siskiyou ounty in
DESIGNATED AGENT:	TACK WIIS.	<u> </u>	MAILING ADDRESS:		
EDGEWEEN RT	UNTER	· U (CALIE	96094	
	DESCRIPTI (Use sepa	ON OF PRO	PERTY		
Present Agricultura	l Use Ass	essor's F	arcel No.	Acı	reage
PASTURE	22	-230 -	26.6		22.5-
	22	- 230 -	270		56
			290		22.5
	••••••				
		Total	acreage		
Attached hereto and and copies of pertin Conservation Contra	nent code sec				
I declare under pena the application is a and correct, I agree incurred to correct contract and any and with a reasonable at	true and corr e to pay to the the records d all cost of	ect. If he County concernin collecti	any informa of Siskiyo g the land ng or co rre	tion is no u all the conservate cting taxe	ot true cost Hon es, along
	OWNER/OWNER	S SIGNATU	VRE: X LY	A See	rend
FOR PLANNING DEPARTM					
TYPE OF PRESERVE:	Hyricult	Lure.			
THE ABOVE PROPERTY	•			s No	»_ X
PRESENT ZONING: <u>A</u>	- /PRE:	SENT GENE	RAL PLAN DE	SIGNATION	:
Extens	ive Ag	ricui	iture		
		<u> </u>			
			V	DL 704 PAG	E 421

Exhibit C

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.

> DECURUED AT REDUCES OF Siskiyou County Clerk OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 9 22 AM '74 O. R. VO1. 704 Page 421 G1265

RECORDER FEE \$_NO_ CHARGE

LAND CONSERVATION CONTRACT

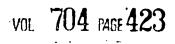
IT IS AGREED by and between the OWNER and the COUNTY as follows:

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 fanuary 30, 1974, 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.

2.

(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

3.

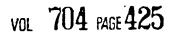


Exhibit C

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

4.

Exhibit F-2

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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.

5.

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Exhibit C

Section 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an agricultural preserve either by change of _{boun}daries 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

> > 6.

EXHIBIT "A"

List Assessor's Par	rcel Numbers below:	
PASTORE	22-230-390	194
	22-230-400	47.8
22-230-260	22-230 - 420	<u> </u>
22-230-270	22-240-160	1.1
32-230-290	22-230-230	2.5-
	22-230-140	360,
	22-190-100	122.5
	20-150 - 411	541.
	20-150-021	<u> </u>
	20-150-030	14-
	30-150-080	<u> </u>
	20-150-041	36. 1
	20-150-100	37. ¥
	20-160-011	251.4
	20 - 160 - 020	<u> </u>
	20-160-030	<u> </u>
	20-160-050	51. ?
	20-160-080	473
	21-130-27	NOT IM. AGP 33
	22 - 310 - 060	160
	22 - 310 - 070	160
	22 - 310 - 101	6yc.
	(2) - 03c - 07c	240
	20 - 030 - 040	160.
ء ج <u>ن</u>	20 - 060 - 040	390.
	20 - 060 - 050	4 40 -
د،	20 - 060 - 060	640
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2	0 - 060 - 080	456.
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 	$\frac{70 - 060 - 090}{0 - 060 - 100}$ $\frac{70 - 060 - 100}{110}$	400. 240. 640. 642.
2 2 2 2 2 2 2 2	$\frac{70 - 060 - 090}{0 - 060 - 100}$ $\frac{70 - 060 - 100}{110}$	400. 240. 640.

List Assessor's Parcel Numbers below:

. . .

SEE EXHIBIT B'

Exhibit F-2

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EXH. PIT B

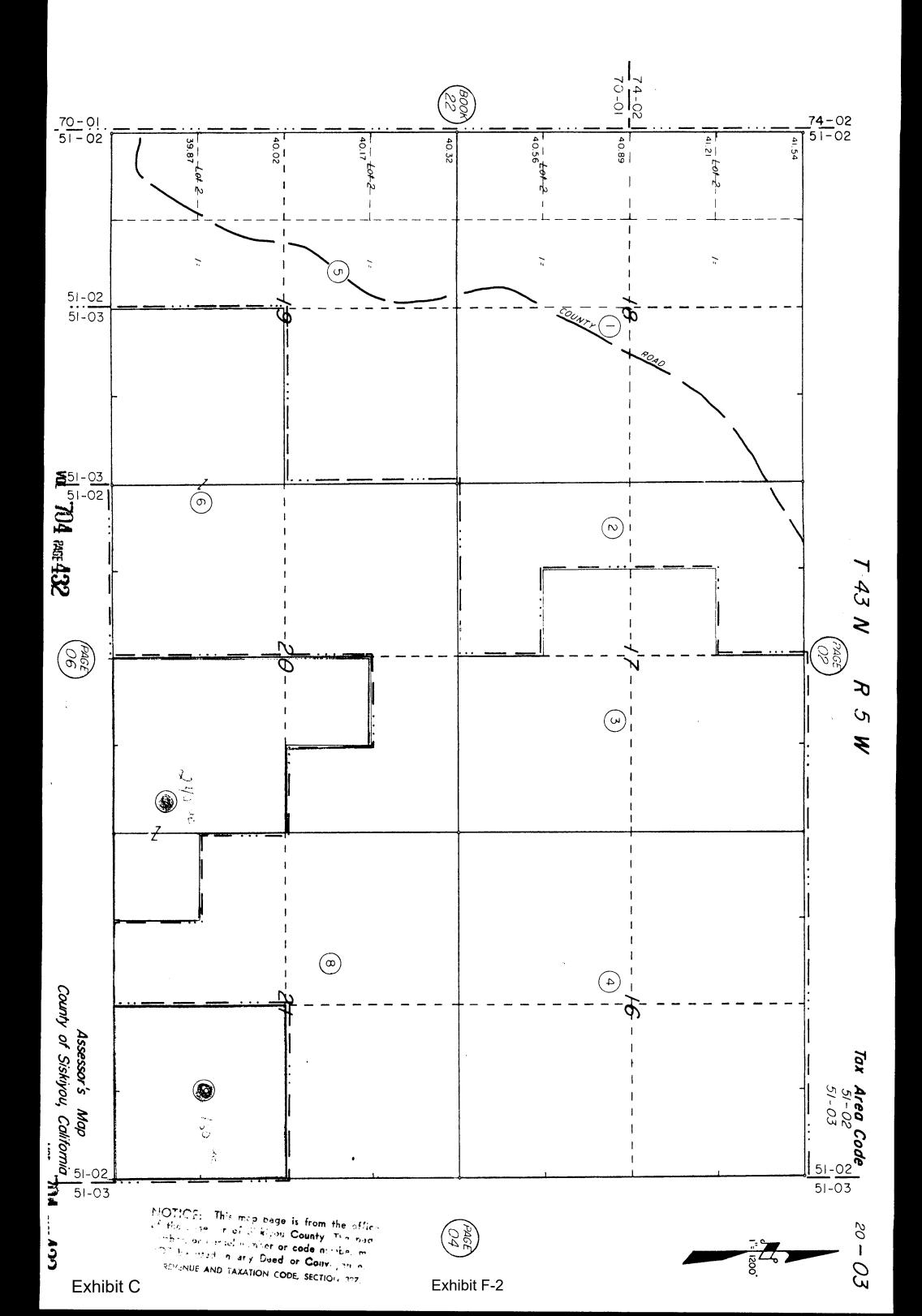
PASTURE 20-080-180 437.2 12 19 20 - 080 - 210 11 11 1 1 20 - 080 - 220 104.3 ~1-y 11 20 - 090 - 270 mot 199 .. 11 11 14. 11 11 20 - 080 - 300 283. 1N 4 1 9509.5 OUTOF AFR 193.0 TOTAL 7702.5

Notice to the Owner shall be addressed as follows:

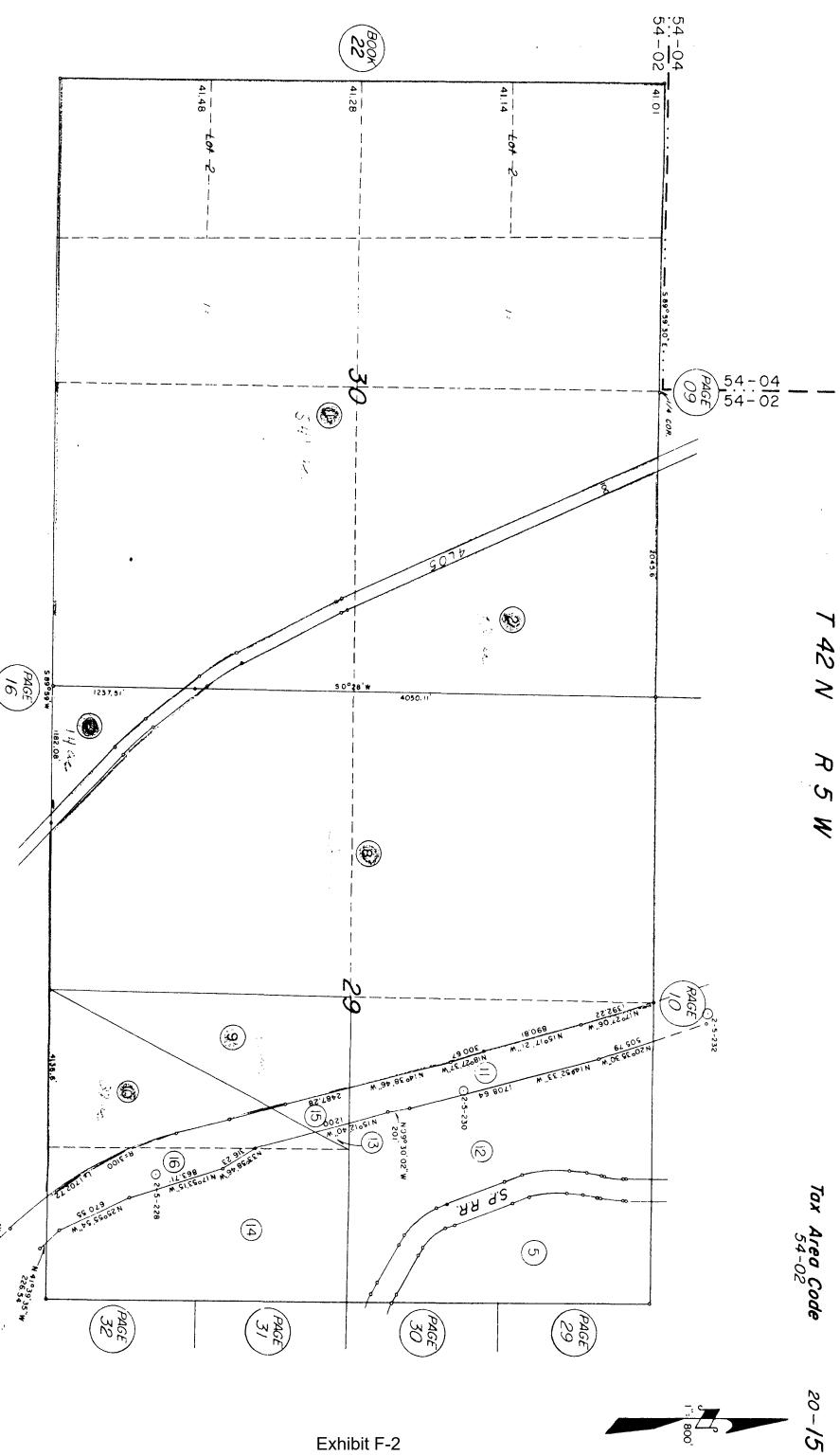
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

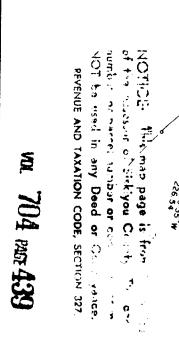
STATE OF CALIFORNIA ss. COUNTY OF SISKIYOU ___, 19<u>73</u>, __, a Notary 12th On this _day of __December_ before me, the undersigned Public, in and for said <u>Siskiyou</u> County, personally appeared _____Jeff Dennis whose name is known to me to be the person subscribed to the within instrument, and acknowledged to me that executed the same. OFFICIAL SEAL EVELYN R. STONE NOTARY PUBLIC - California PRINCIPAL LIFFICE IN THE COUNTY OF SISKIYOU Public My Commission Expires Dec. 29, 1973 My Commission expires: Dec 29, 1973 ATTEST: COUNTY OF SISKIYOU, Board of Supervisors amo Chairman STATE OF CALIFORNIA ss. ý COUNTY OF SISKIYOU his 19th day of <u>Jehuary</u>, 19<u>74</u>, be Kohin Watson a Notary Public, in and for <u>Eskippic</u> County, personally appeared before On this, me, d <u>Aiskippe</u> County, personally appeared <u>knext a Hayden</u> known to me to be the Chair the Board of Supervisors of Siskiyou County whose name is said known to me to be the Chairman of subscribed to the within instrument, and acknowledged to me that he executed the same. CREERERE CONCERCERTER RODEL WATSON NOTATE PUBLIC-CALIFORNIA SECTOR CONTY My Commission Expires April 1, 1975 E Carlo and a star a My Commission Expires: 4-1-75 VOL 704 PAGE 431

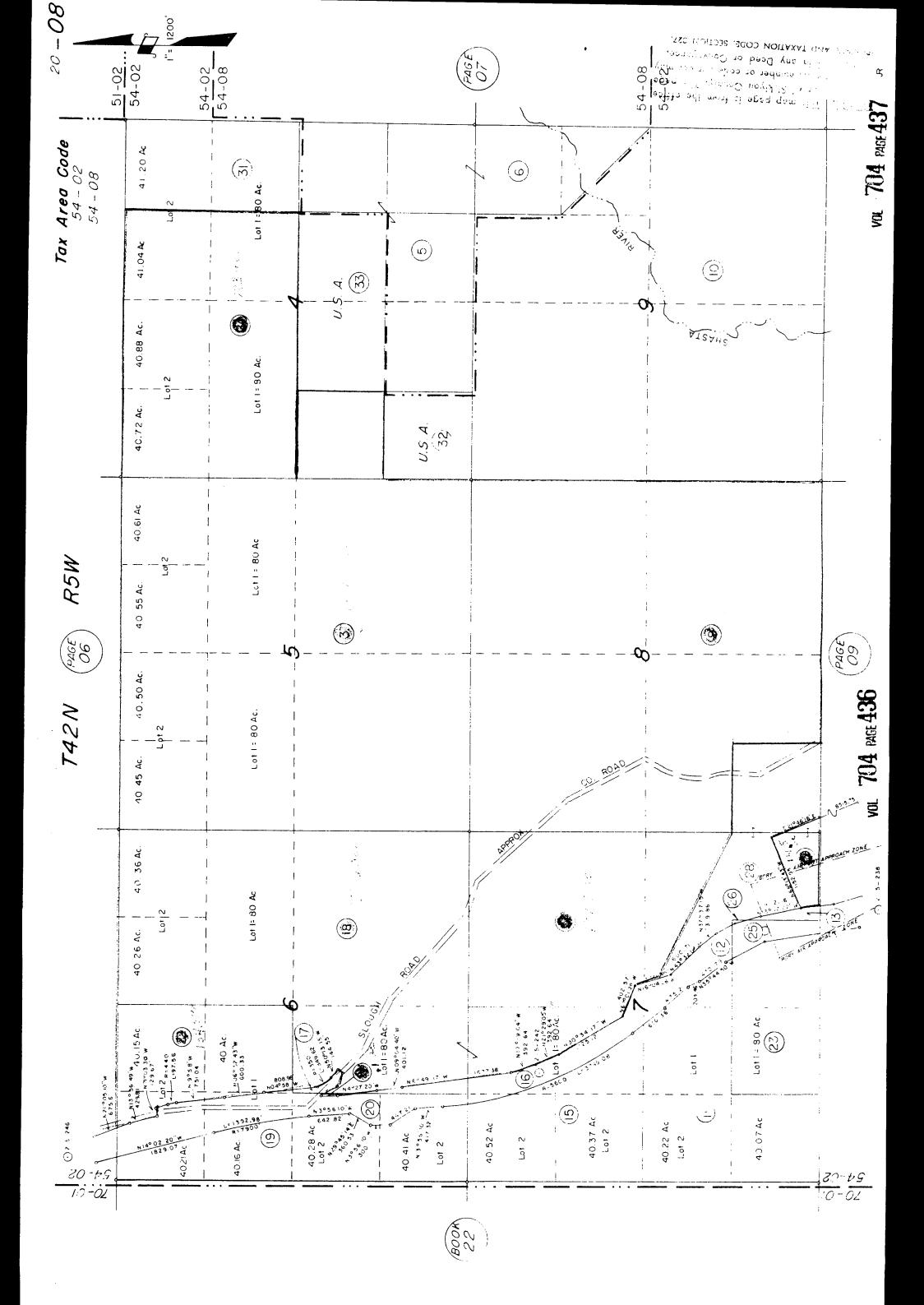
Exhibit C

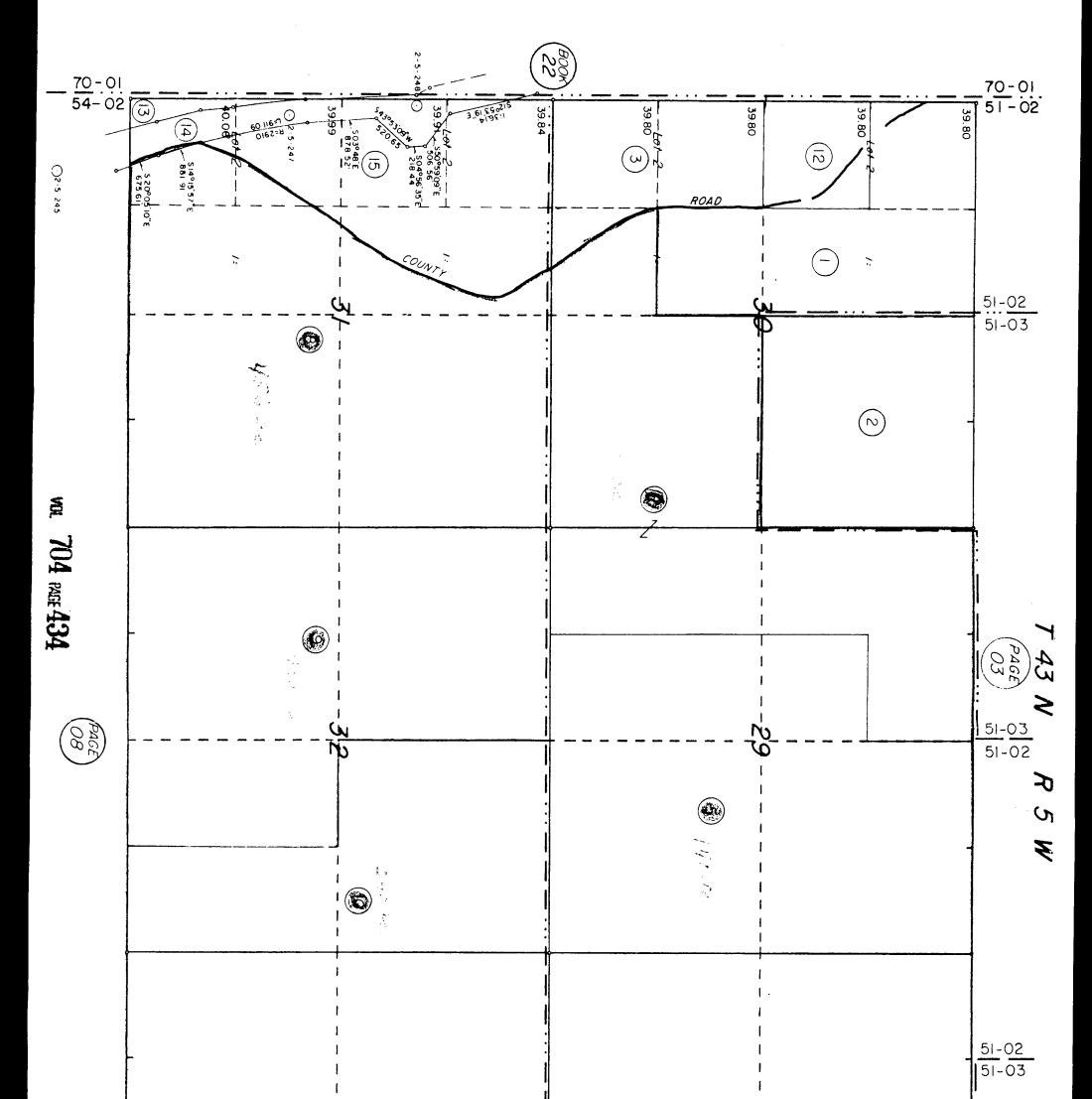


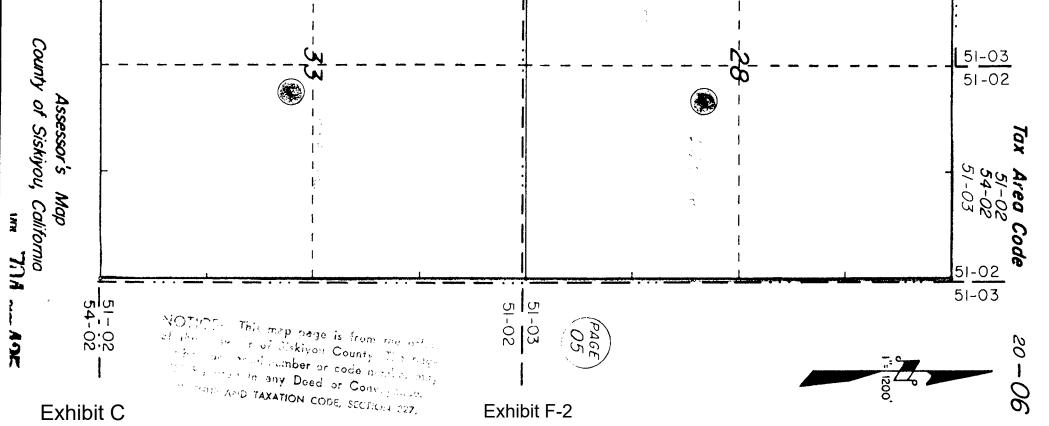




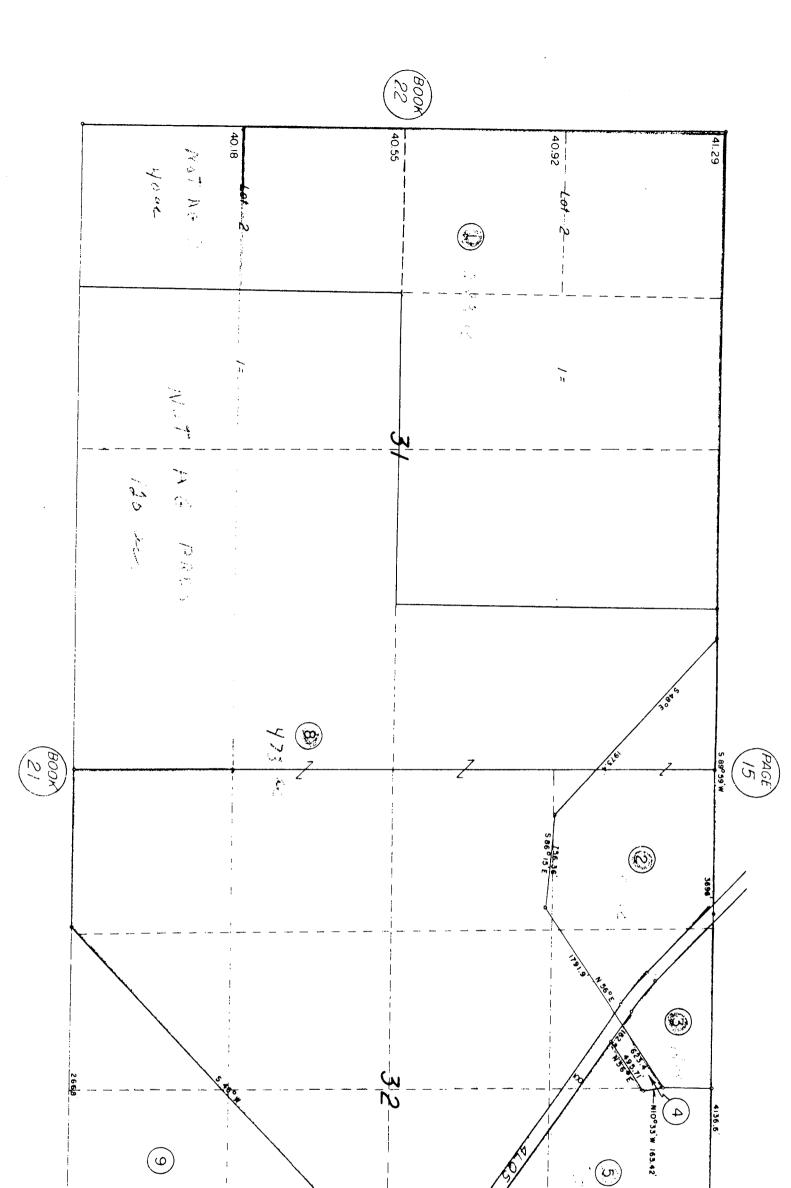








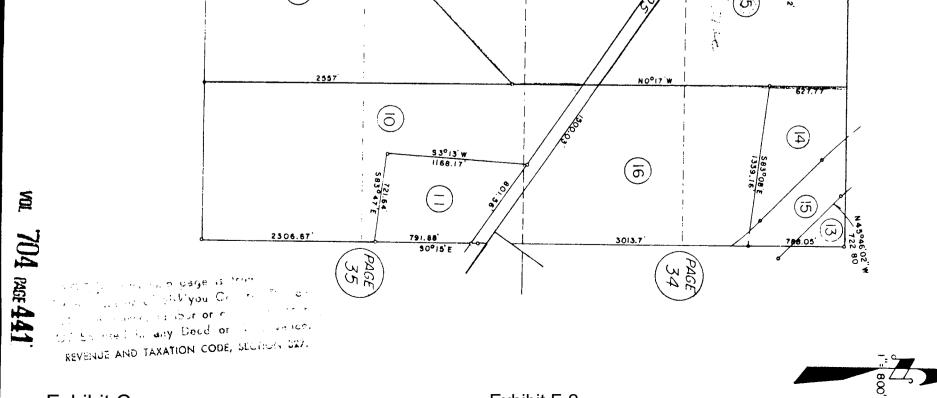
VOL 704 PAGE 440



T42N R5W

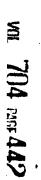
Exhibit C

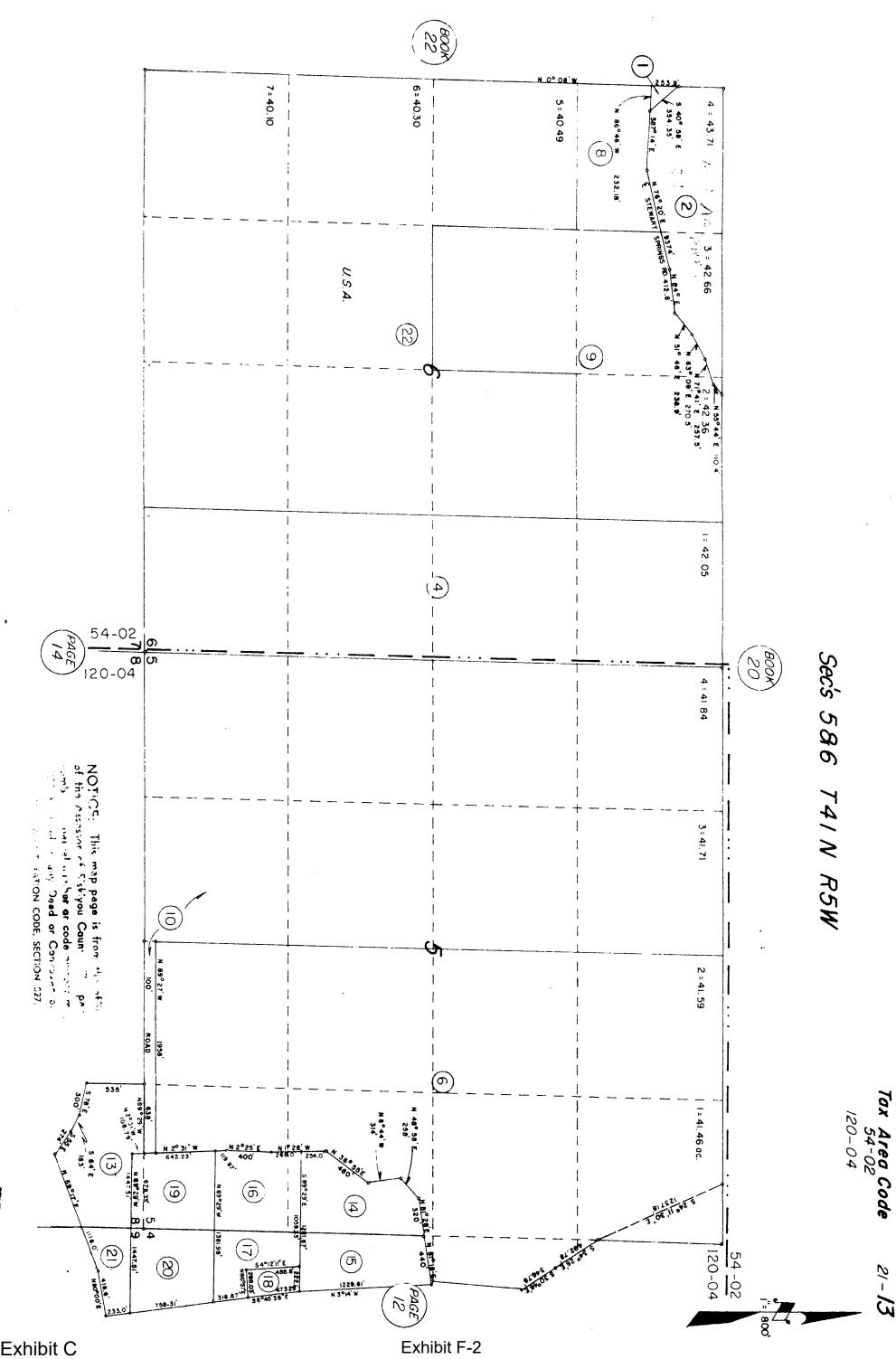
Exhibit F-2



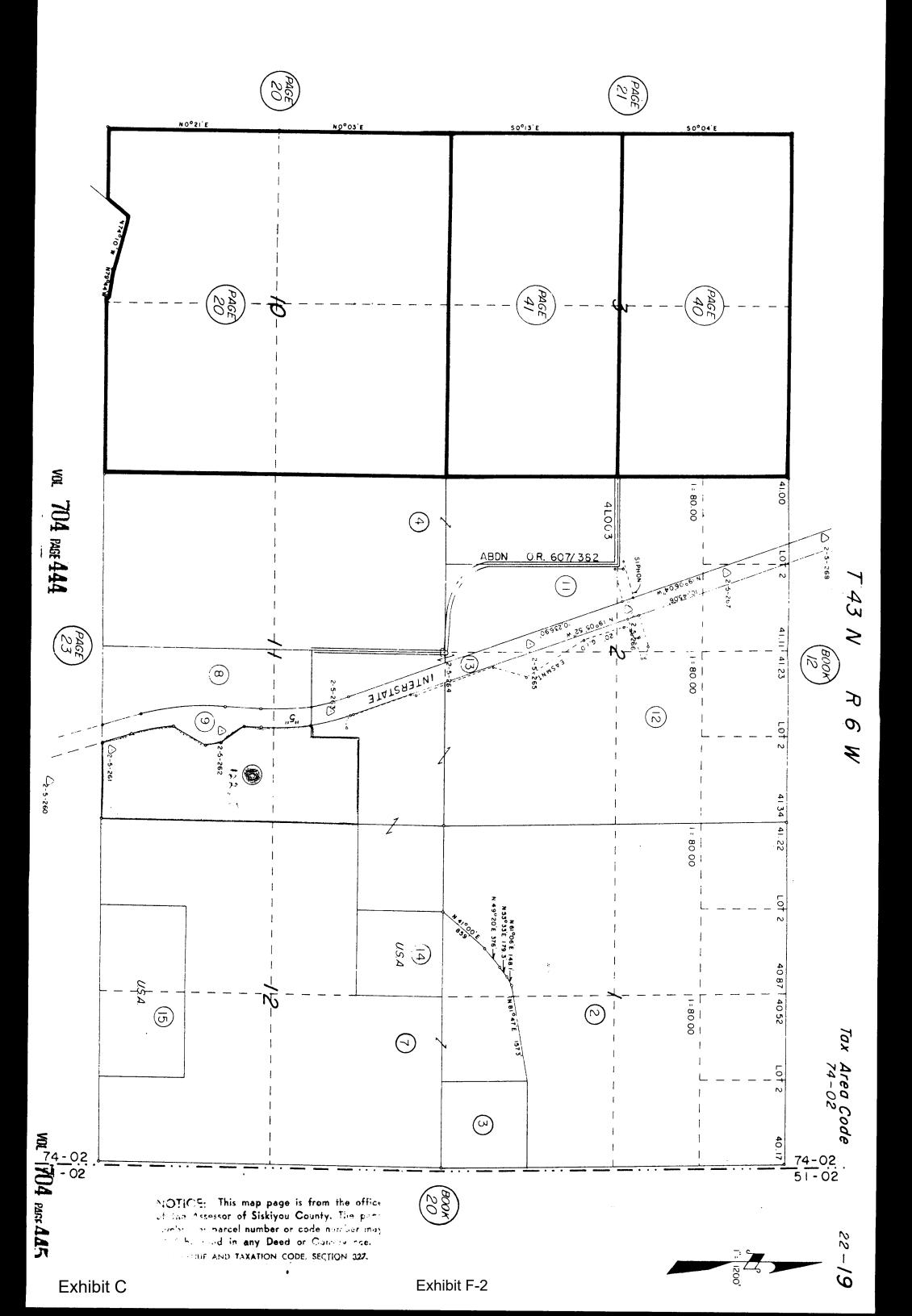
20-16

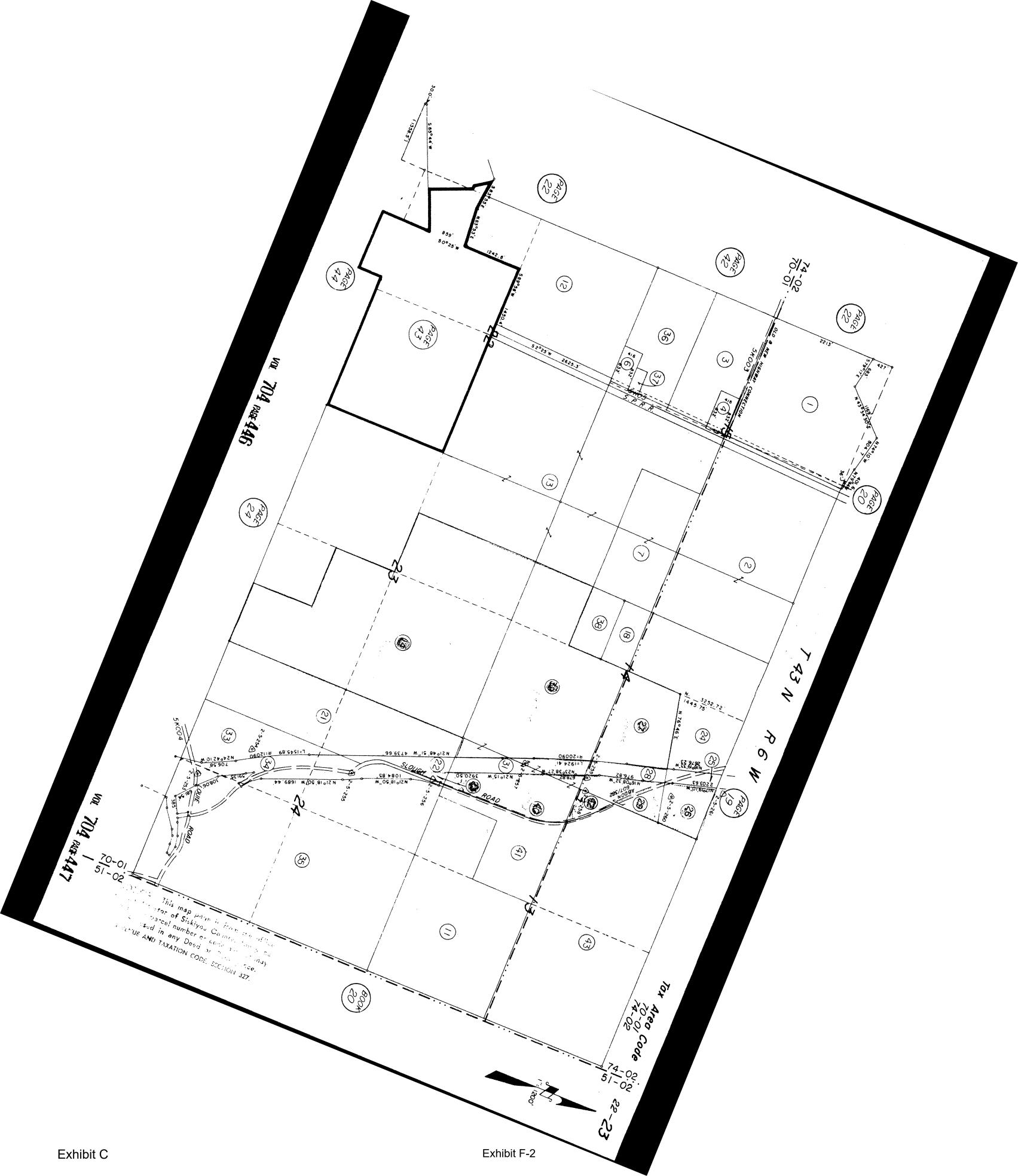
Tax Area Code 54-02

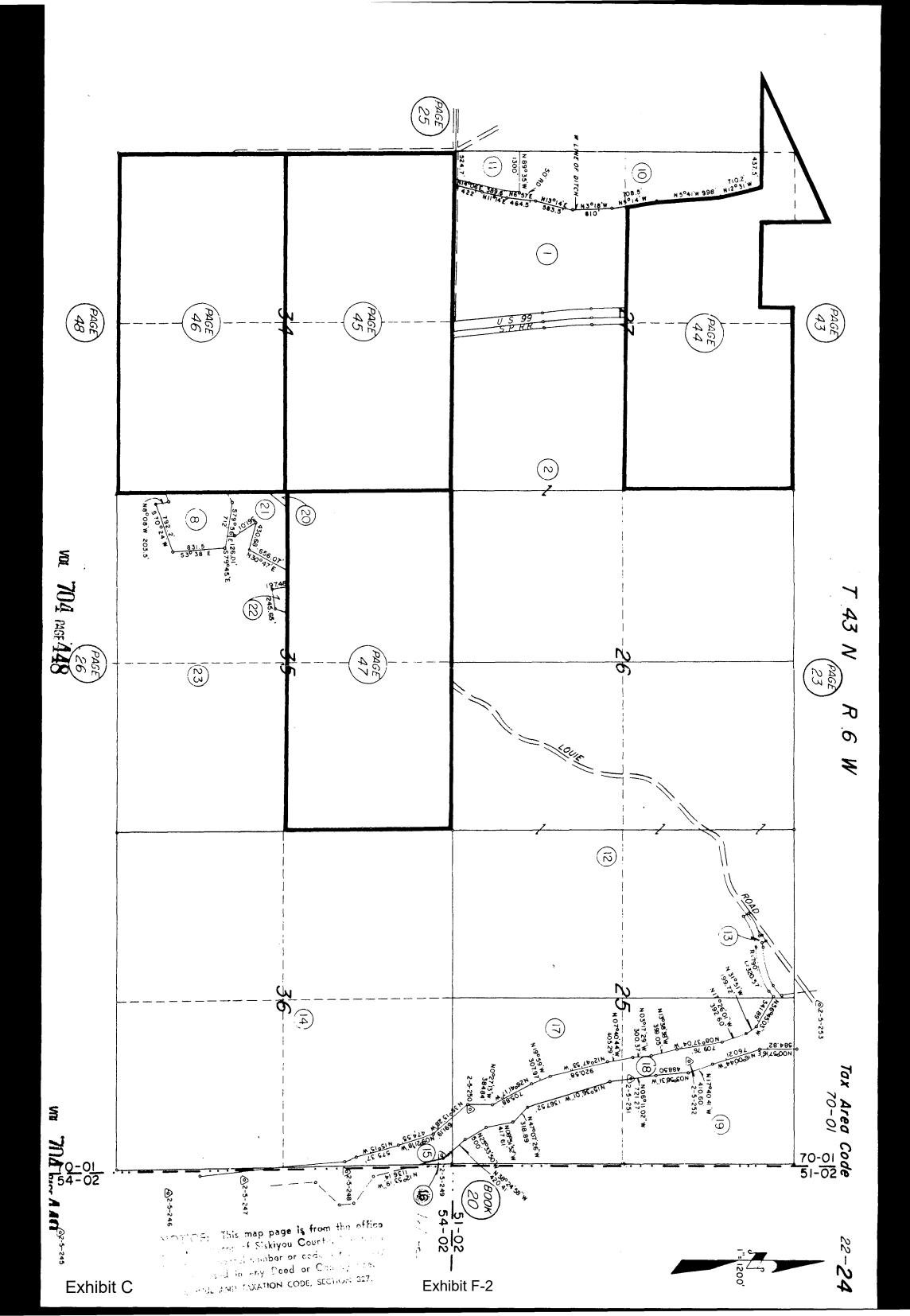


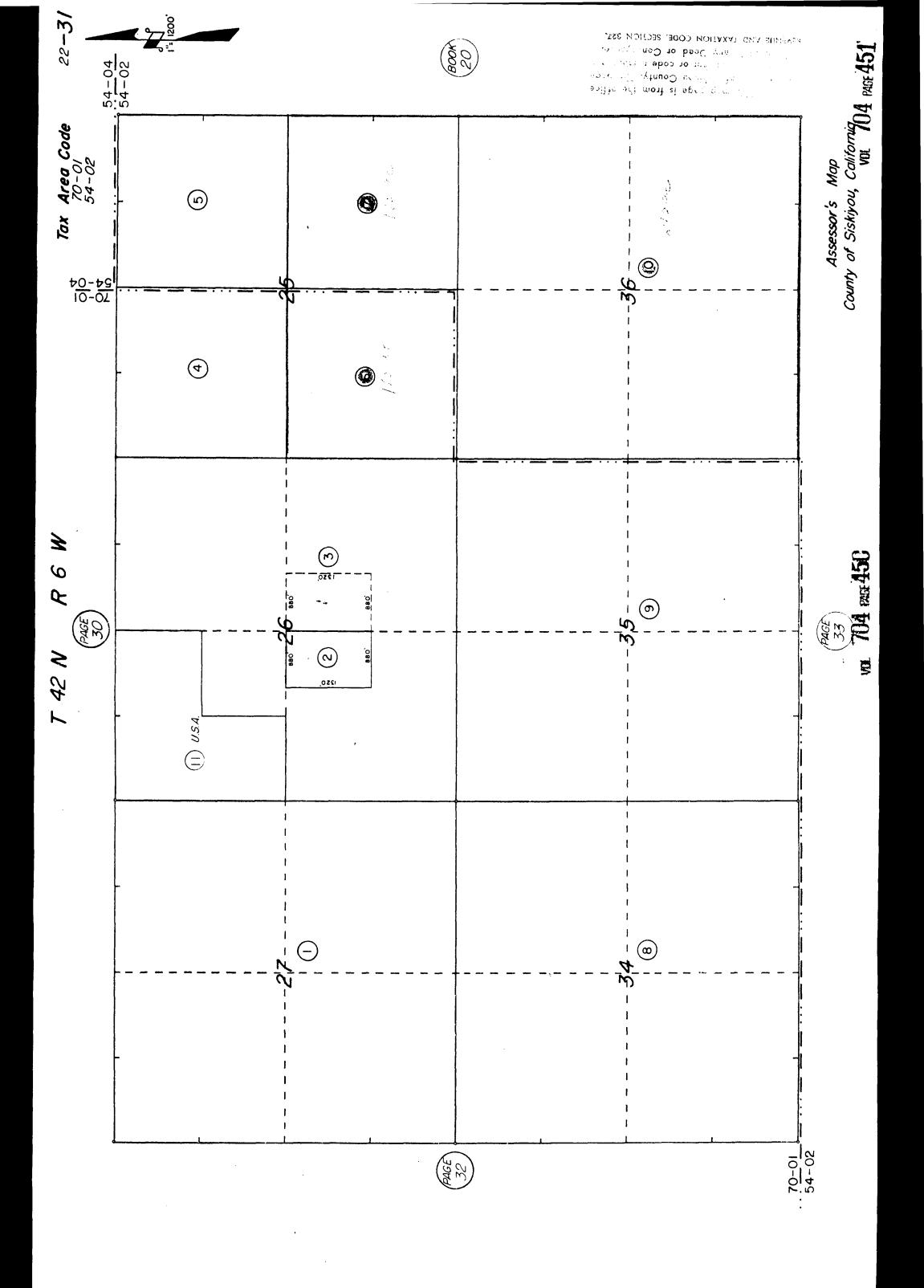


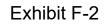
wa 704 ma 443











	BOARD OF SUPERVISOR		
	COUNTY OF SISKIYOL URAL PRODUCTION QUES		•
OWNER'S NAME JECK DE		والخري بينهم والكماك المتعادي والم	AVE PIEDMENT
	NEXT SH		
HOW LONG HAVE YOU OWNED THIS	LAND? 1969	• • • • • • • • • • • • • • • • • • •	
TYPE OF AGRICULTURAL USE:	المتجربين موسور فوغوا التستعيين المعاورين	-	1200 Cores. 300 grand.
Dry pasture acreage 50	52.5	Carrying ca	macity 40 Eco
Irrigated pasture acreage Dry farming acreage Field crop acreage	Crops grown	Production	per acre /u,
Field crop acreage	Crops grown	Production	per acre
			TA
Row crop acreage	Crops grown		
		Fees paid	
Other acreage	Туре	Production	
OTHER INCOME:			
Hunting rights \$ per :	vear acres F	ishing Rights \$	per vear
Other recreational rights \$			
LAND LEASED FROM OTHERS:		ninci di Lign	
Name of Owner		No of acres	
Rental fee per acre			
Terms of lease		· · ·	
Share cropped with others: (
LAND LEASED TO OTHERS:		owner	
Name and address of lessee			
No. of acresRental	i i i i i i i i i i i i i i i i i i i		
Terms of lease	the second second		
Share cropped to others: (
List expenses paid by land ow	· - · - · - ·		
REMARKS ON INCOME, ETC.:			****
The above statements are cert and this land is used for the land is used to support the a	e intensive production	on of food or fi	bre, or the
land is used to support the a Signed	Lung Date	= Ube/2	1-73
Please return this form to the Agricultural Preserve application placed in the Open Space Agri Siskiyou County Board of Supe	ne Clerk of the Board ation. It is a prere icultural Preserve L	d of Supervisors equisite to your	along with your property being
Adopted 11-28-72		VOL	704 PAGE 452

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	30th day January 1974
Belcastro and Ray Torray	l Porterfield, Ernest Hayden, Mike Chairman Hayden presiding
ABSENT: None.	endernan näyden presiding.
COUNTY ADMINISTRATOR: Richard E. Sierck	COUNTY CLERK: Norma Price
COUNTY COUNSEL: Prank DeMarco	PURPOSE OF MEETING: Adjourned
	GRICULTURAL PRESERVE CONTRACTS IN ISHED BY RESOLUTION NO. 356, BOOK

It was moved by Supervisor Wacker, seconded by Supervisor Torrey, that Resolution No. 357, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution No. 356, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk is directed to record said Contracts prior to March 1, 1974. Further, the names of persons whose contracts have been approved along with parcel numbers are listed on Exhibit A attached to said Resolution and made a part thereof.

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

RESOLUTIO	ON RECOR	DEI):	Februa	ary 2	20,	1974,
Volume	704	'	Page	118	/	Official	
Records,	County	of	Siskiyou				

STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ^{ss}

NOR	A PRICE	. County Cler	rk and Ex-Offi	icio Clerk of 1	the Board of	Supervisors, do hereb	v cartify the
foregoing to be a full, t	rue and correct co	py of the min	ute order of	said Board of	Supervisors	passed on <u>1-30-</u>	·74
Witness my hand	and the seal of so					Pebruary	19 74
CC :	Pile Assessor		NCRA NCRAA	PRICE	NORMA		
L	Planning Recorder	S	SKIYOU COMA AFRICARI AMAM	IV, CALIFORNIA	Gounty Clerk an of Supervisors of	d ex-Officio Clerk of the Boar If Siskiyou County, Calitorn	d
				By Do	anne	Dais	
						Deputy Cle	rk
		·VO	i 704 Exhibit F	PAGE 455	THESS Const Form	• • • • •	DITOT TO
Exhibit C				-2	ويشوف الم		