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| **Recording Requested By:** Siskiyou County Board of Supervisors |  |
| **When Recorded Return To:**Siskiyou County Clerk 311 Fourth Street, Room 201Yreka, CA 96097 |  |

Land Conservation Contract No. APA-23-20
(Hayden, N.)

**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 on April 16, 2024; 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 agricultural land has definite public value as Open Space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

Whereas, the County enters into this Contract with OWNER on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

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

**Land Conservation Contract** **No.** **APA-23-20****(Hayden, N.)**

**This Land Conservation Contract, Made And Executed This** 16th day of April 2024, by and between Carol Lynn Holm, hereinafter referred to as the “OWNER”, and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the “COUNTY”, hereby agree as follows:

**New Land Conservation Contract**

**Section 1.** Contract. This is a “Contract” made pursuant to the California Land Conservation Act of 1965, 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 “B” attached hereto.

**Section 2.** Term. This Contract shall take effect on January 1, 2025 and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

**Section 3.** Renewal. Notice of Non-Renewal. 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 a written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-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 by State law, the Resolution Establishing the applicable Agricultural Preserve, the County’s most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. 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 as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County’s most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract.

**Section 5.** Addition or Elimination of Authorized Uses.

(a) The OWNER agrees that the primary use of the property is for **rangeland and pasture for livestock production and forage**. Upon a proposed change in the primary use by the Owner, or if a change in primary use has been determined by the County, the proposed change shall require a new contract and shall be processed as a Williamson Act contract recession and simultaneous reentry.

(b) 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 the uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

**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 re-adoption 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 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 acquired 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 document.

(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: (a) 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 the County. The OWNER shall not receive any payment from 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.** Termination of Contract by the County. This Land Conservation Contract is made expressly conditional upon the State’s continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State’s failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

**Section 10.** 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 a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (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 percent 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 the assessed to the 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 11.** 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 12.** 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 13.** 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 14.** Contracts Binds Successors. The term “OWNER” as used in this contract shall include the singular and plural and the heirs, executors, administrators, and 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. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

(a) Each preserve resulting from the division shall meet the minimum size

requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and

(b) Each parcel which is the subject of, or which results from the division shall

meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

(c) All successors in interest to OWNER shall enter into separate and individual contracts pursuant to the County’s uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts as they exist now and in the future.

**Section 15.** 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 Non-Renewal by the County.

**Section 16.** Conveyance Contrary to the 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 17.** Owner to Provide Information. The OWNER, upon request of the County, shall provide information relating to the OWNER’s obligations under this Contract.

**Section 18.** Conflict Provision. In the event of any conflict between the provisions of this contract, the County’s uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, or State law as they exist now and in the future, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

**Section 19.** 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 OWNER shall be addressed to the same address indicated upon the County Assessor’s records for the mailing of tax assessments. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors

County of Siskiyou

311 Fourth Street, Room 201

Yreka, CA 96097

In Witness Whereof the OWNER and the County have executed this Contract on the day first above written:

OWNER:

Existing APNs: 023-030-060, 023-030-330, 023-030-370, 023-210-270, 023-210-260, 023-220-030, 023-220-020, 023-270-070 and 023-260-050

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

Nerva Malcolm Hayden III, Trustee of the 2012 Nerva Malcolm Hayden III Revocable Management Trust

**Place Notary Certificate Here**

Attest: County of Siskiyou, Board of Supervisors

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Clerk Michael N. Kobseff, Chair

**Exhibit “A”**

**Land Conservation Contract APA-23-20
(Hayden, N.)**

Assessor’s Parcels Numbers and Pre-rescission Contract Numbers listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Assessor’s Parcel Number** | **Assessor Contract Number** | **Clerk Contract Reference** | **Recordation Number** | **Acreage** |
| 023-030-060 | 78019 | 338 | Volume 807 Page 872 | 84 |
| 023-030-330 | 78019 | 338 | Volume 807 Page 872 | 119.5 |
| 023-030-370 | 78019 | 338 | Volume 807 Page 872 | 59 |
| 023-210-260 | 78019 | 338 | Volume 807 Page 872 | 202.82 |
| 023-210-270 | 78019 | 338 | Volume 807 Page 872 | 401.39 |
| 023-220-020 | 78019 | 338 | Volume 807 Page 872 | 527 |
| 023-220-030 | 78019 | 338 | Volume 807 Page 872 | 131 |
| 023-260-050 | 78019 | 338 | Volume 807 Page 872 | 268 |
| 023-270-070 | 78019 | 338 | Volume 807 Page 872 | 591 |

A map of the land to be placed under this contract is also included as part of Exhibit “A”.



**Exhibit “B”**

**Land Conservation Contract APA-23-20
(Hayden, N.)**

**Legal Description of Property to be Included**

All that real property situate in the unincorporated area of the County of Siskiyou, State of California, described as follows:

Parcel 1: (portion Hungry Hollow)

The East half; the East half of the West half; Lots 1, 2,3 of Section 7, Township 43 North, Range 8 West, Mount Diablo Base and Meridian.

APN: 023-210-260, 270

Parcel 2: (portion Hungry Hollow)

Lots 3, 4, 5, 8, 9, 10, 11 and 12, the North half of Lot 1 and the South half of the Southeast quarter of Section 18; Lot 3 and the West half of the Southwest quarter of Section 17; all that portion of the Northeast quarter of Section 19, and the Northwest quarter of the Northwest quarter of Section 20, that lies North of the centerline of the County Road. The centerline of said County Road is described as follows:

Commencing at a point in the West line of the Northeast quarter of Section 19 from which the Northwest corner of the Southwest quarter of the NE 1/4 of said Section 19 bears North 0° 34' East 651.8 feet;

thence North 47° 45' East 198.5 feet;

thence North 79° 24' East 906.45 feet to a point;

thence North 68° 57' East 230.8 feet to a point;

thence North 61° 49' East 1082.2 feet to a point;

thence North 58° 37' East 2943.3 feet to a point. All of said property being in Township 43 North, Range 8 West, Mount Diablo Base and Meridian.

Except therefrom all that fractional portion of Lot 3 of Section 17, Township 43 North, Range 8 West, Mount Diablo Base and Meridian, more particularly described as follows, to wit:

Beginning at the Northeast corner of said Lot 3;

thence North 89° 39' West 614 feet along the North line of said Lot 3;

thence South 0° 8' East 379.4 feet to County Road;

thence North 61° 45' East 696.09 feet;

thence North 0° 08' West 46.25 feet to the place of beginning.

APN: 023-220-020, 030

Parcel 3: (Long Gulch)

All of Section 33, Township 43 North, Range 8 West, Mount Diablo Meridian.

APN: 023-270-070

Parcel 5: (North Duzel)

The Southeast quarter of the Northeast quarter, the Northeast quarter of the Southeast quarter and Lot number 1 of Section 34, Township 43 North, Rangs 8 West, M.D.M.

The Northeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter and the Lot No. 2 of Section 34, Township 43 North, Range 8 West, M.D.M.

APN: 023-260-050

Parcel 21: (portion Eller Place)

That certain fractional portion of Sections 3 and 4 in Township 42 North, Range 9 West, M.D.B.&M., more particularly described as follows:

Beginning at a point from which the one-quarter section corner common to Section 3, Township 42 North, Range 9 West, M.D.B.&M., and Section 34, Township 43 North, Range 9 West, M.D.B.&M., bears North 11° 20' West 4.47 chains (295.02 feet);

thence East 33.31 chains (2198.46 feet);

thence North 20.21 chains (1333.86 feet);

thence from said point of beginning South 10° 24' 30" East 1185.31 feet;

thence South 80° 01 ' West 2522.76 feet;

thence South 3° 27' East 194.7 feet;

thence South 88° 56' West 221.01 feet;

thence South 1° 30' 10' East 1538.39 feet, to a point on the North line of Cory Lane;

thence South 89° 36' 30" West 1038.69 feet, more or less, to the West line of the Young property as set forth in Judgment recorded August 11, 1936 in Book 65 Official Records, Page 435, Records of Siskiyou County;

thence along said Westerly line North 4° 00' West 786.65 feet to a point;

thence West 24.06 feet to the Southeasterly corner of the Young property as set forth in that certain Judgment recorded September 18, 1915 in Book 93 of Deeds, Page 337;

thence North 1° 50' East 38.86 chains (2564.76 feet);

thence East 52.66 chains (3475.56 feet) to the Point of Beginning.

Except therefrom all that portion lying within Cory Lane.

APN: 023-030-060, 330 (portion), 370 (portion)

Parcel 22: (portion Eller Place)

A portion of Sections 3, 4 and 9, Township 42 North, Range 9 West, M.D.B.&M., more particularly described as follows:

Beginning at a point on the North side of Cory Lane from which the quarter section common to Sections 5 and 8, Township 42 North, Range 9 West, M.D.B.&M., bears South 87° 00' 55.53" West a distance of 6027.19 feet;

thence North 89° 35' East a distance of 50.00 feet to the Southeast corner of the Estes Ranch, the true point of beginning;

thence following the boundary of said Estes Ranch;

North 1° 30' West a distance of 1538.39 feet;

North 88° 56' East a distance of 221.01 feet;

North 3° 27' West a distance of 194.90 feet;

North 80° 01' East a distance of 2522.76 feet;

thence South 10° 24' East a distance of 1661.27 feet;

thence South 21° 21' 20" East a distance of 66.89 feet to the land of Stanley M. Friden;

thence following the Northerly boundary of said Friden property South 75° 01' West a distance of 1737.00 feet;

South 51° 58' West a distance of 367.10 feet;

South 49° 05' West a distance of 295.20 feet;

South 51° 13' West a distance of 254.00 feet;

South 42° 54' West a distance of 290.00 feet;

South 30° 39' West a distance of 286.00 feet;

South 44° 08' West a distance of 209.00 feet;

South 33° 57' West a distance of 264.30 feet;

thence South 59° 34' West a distance of 456.55 feet;

thence South 70° 57' West a distance of 502.40 feet;

thence North 4° 00' West a distance of 1769.60 feet to the North side of Cory Lane;

thence following the North side of Cory Lane, North 89° 35' East a distance of 1038.69 feet to the place of beginning.

Except therefrom the following described land:

Beginning at a point on the North side of Cory Lane from which the quarter section corner common to Sections 5 and 8, Township 42 North, Range 9 West, M.D.B.&M., bears South 87° 00' 56" West a distance of 6027.19 feet;

thence North 89° 35' East a distance of 50.00 feet to the Southeast corner of the Estes Ranch;

thence North 89° 35' East a distance of 1041.49 feet;

thence South 0° 23' 30” East a distance of 109.00 feet;

thence South 45° 34' West a distance of 365.30 feet;

thence South 51° 20' West a distance of 211.5 feet to the Southwesterly corner of the Arland Costa property;

thence South 14° 39' 40" East 50.0 feet, more or less, to the Northerly line of the Stanley M, Friden property;

thence South 51° 13' West 60.0 feet, more or less, to an angle point;

thence South 42° 54' West 290.0 feet;

thence South 30° 39' West 286.0 feet;

thence South 44° 08' West 209.0 feet;

thence South 33° 57' West 264.30 feet;

thence South 59° 34' West 456.55 feet;

thence South 70° 57' West 502.40 feet;

thence North 4° 00' West 1769.60 feet to the Northerly line of Cory Lane;

thence North 89° 35' East 808.69 feet, more or less, to the point of beginning.

APN: 023-030-330 (portion), 370 (portion)

Assessor' s Parcel No.: 023-030-060, 023-030-330, 023-030-370, 023-210-270,
023-210-260, 023-220-030, 023-220-020, 023-270-070 and 023-260-050