

Staff Report

Submission Date: May 14, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Guertin APA-24-05, Williamson Act Contract No. 71068A, Application to rescind property from the existing contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of rangeland and pasture for livestock production and forage.

Location: The project site is located at 11223 York Road, North and East of the City of Montague on APN 041-150-040, Township 46N, Range 5W, Section 13, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71068A
B. Location Map
C. Zoning Map
D. NRCS Soils Data and Map
E. Williamson Act Contract Amendment Questionnaire
F. Existing Contract 71068A and Establishment of Agricultural Preserve

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under one ownership. The subject property is approximately 266 acres which is currently under a contract which has multiple property owners.

The applicant does not propose to increase or decrease the acreage in Agricultural Preserve.

Parcel Creation

- APN 041-150-040 is one 266-acre, legal parcel, originally created by Patent No. 1021 on August 10, 1869, and later modified when a portion was transferred by Grand Deed as recorded on April 26, 1937, in Siskiyou County Records in Volume 69 at Page 394.

Parcel History

Williamson Act Contract

- The subject property is a portion of Williamson Act Contract No. 71068A (Clerk's No. 57) as recorded on May 17, 1972, the Siskiyou County Records in Volume 623 at Page 25.

Agricultural Preserve

- The subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 404 in Book 2, adopted on January 28, 1969

Analysis

Preserve Requirements

Property ownership

Under the County Rules Section VI, Item B, parcels within an agricultural preserve should be under one ownership or contiguous.

The existing Ag Preserves consists of property under several different ownerships and the property is not contiguous. The existing Ag Preserve should be amended to remove the subject property and a new Ag Preserve be established, consisting only of the subject property.

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.

The subject property consists of one parcel at 266 acres, exceeding the 100-acre minimum size.

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 82-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
161	83	III	2:1	41.5
171	122.5	IV	4:1	30.5
173	41.5	VI	6:1	7
174	18	VI	6:1	3
188	1	VIII	n/a	0
Total	266			82

Contract Requirements

Zoning

All parcels shall be restricted by zoning to agricultural uses 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, 40-acre minimum (AG-2-B-40), as shown on the zoning map (Exhibit C).

Minimum Parcel Size

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

At 266 acres, the parcel exceeds the minimum acreage requirement.

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 cattle grazing. The property owner has indicated that they plan to eventually add meat goats and sheep to the grazing rotation.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. However, secondary uses that are incidental to or supportive of the commercial agricultural use can be allowed.

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.

The residence is owner occupied.

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

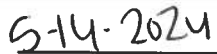
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserve to remove the 266 acres, establish a new preserve consisting of the 266 acres, rescind the subject property from the existing contract and reissue a single contract for all proposed properties within the newly established 266-acre preserve.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on May 14, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

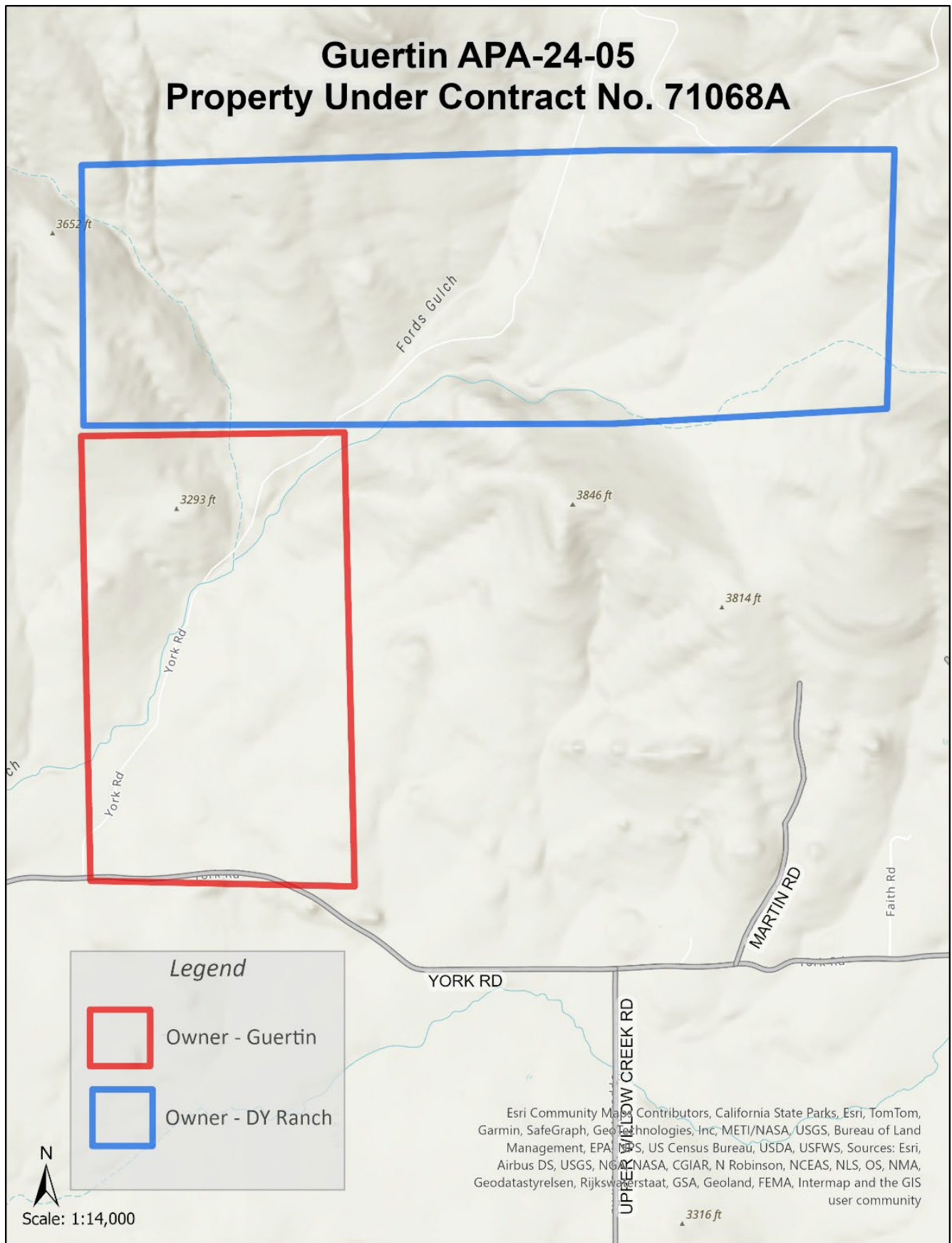


Exhibit A

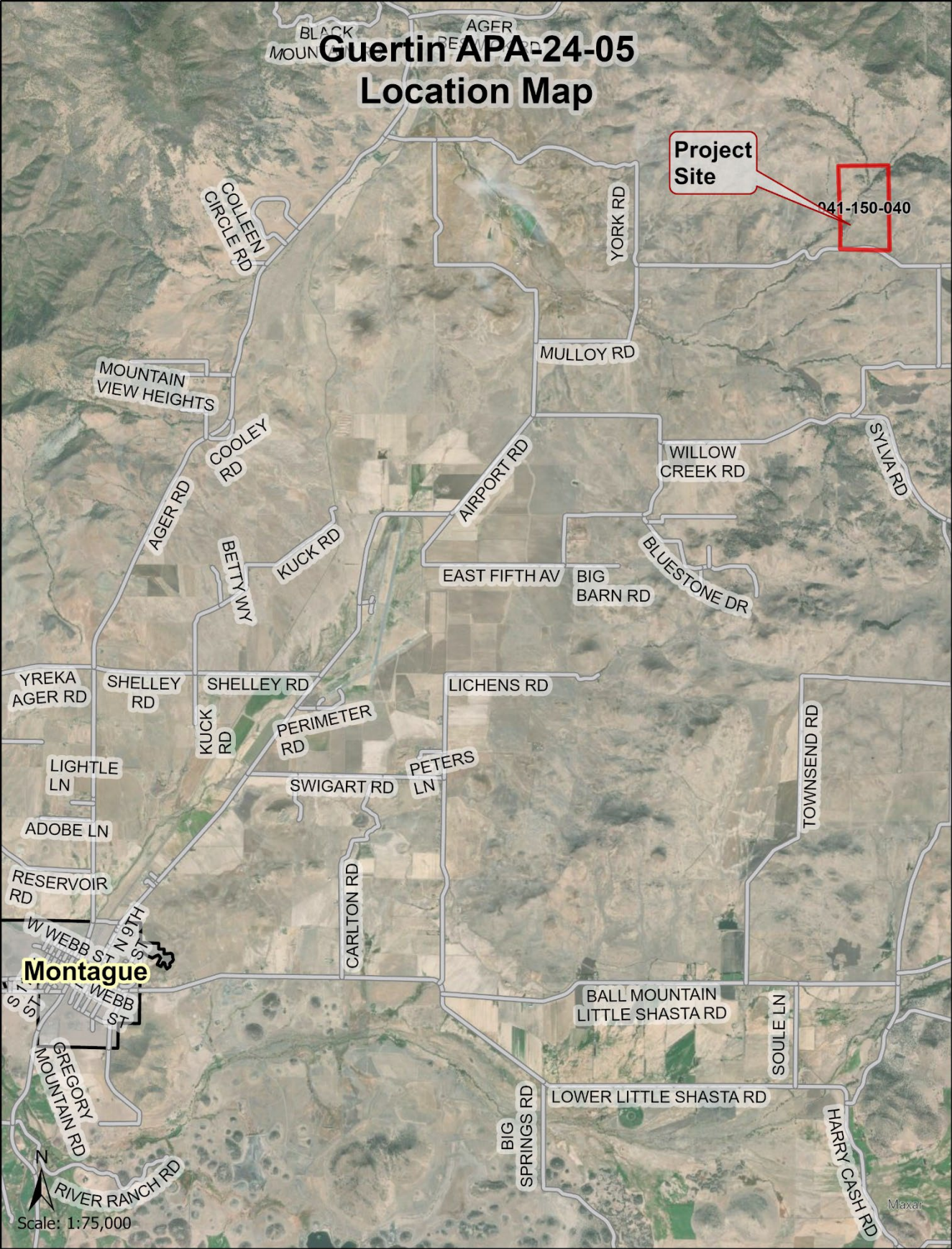


Exhibit B

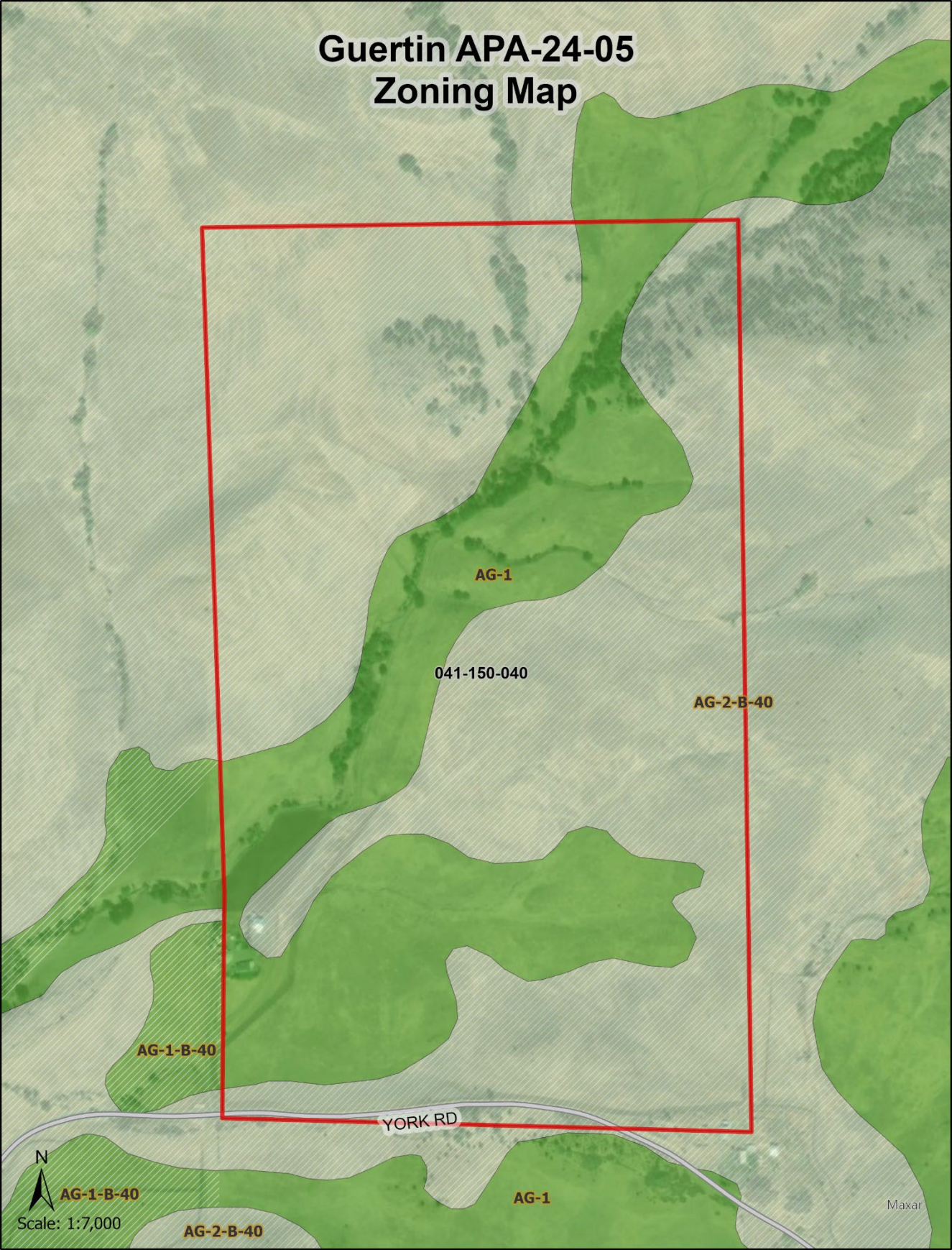
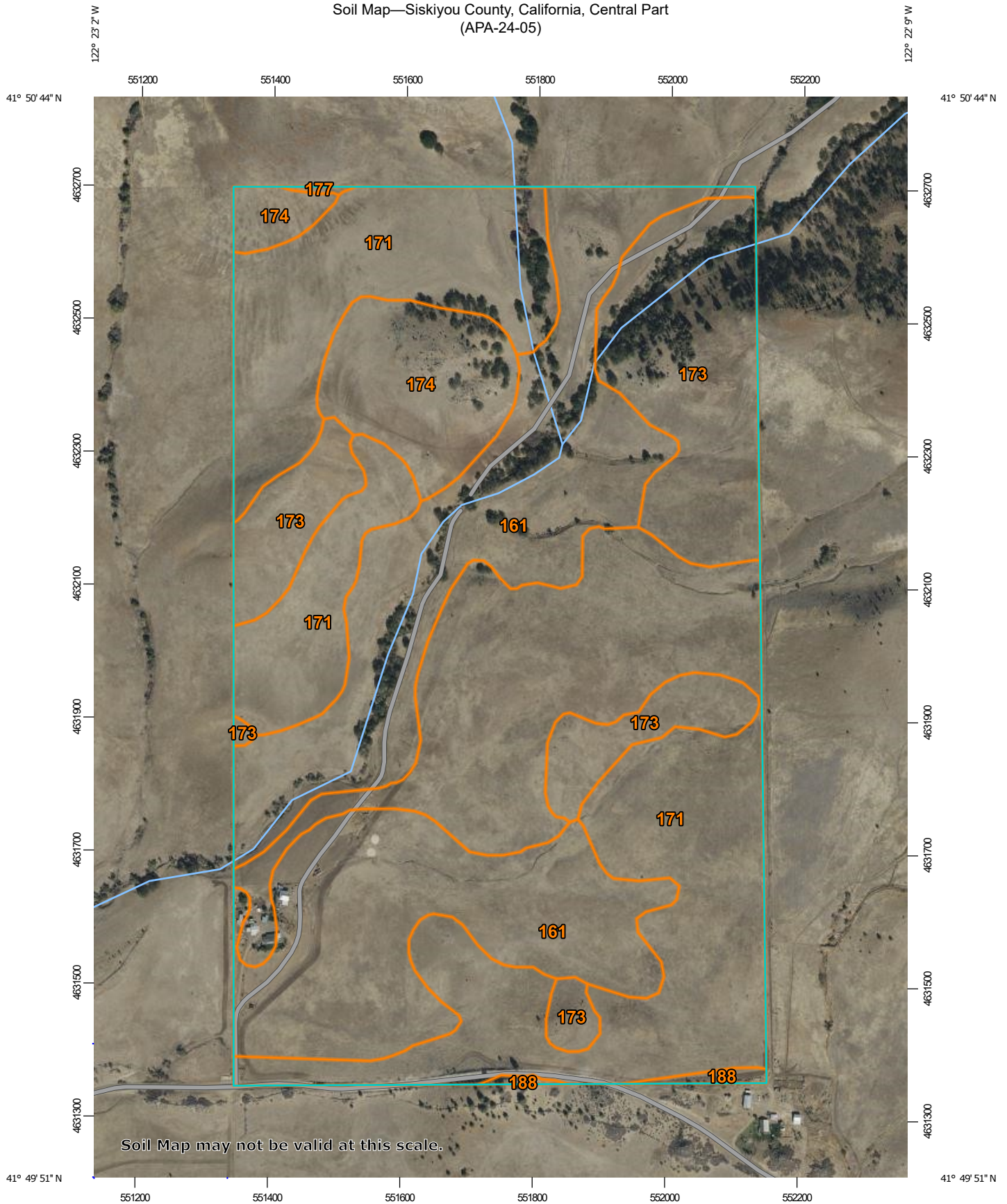
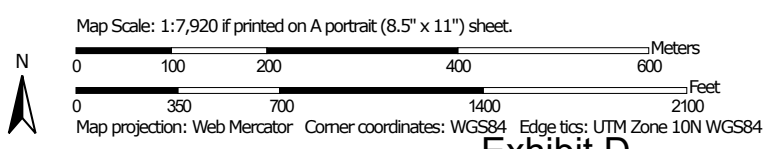


Exhibit C

Soil Map—Siskiyou County, California, Central Part
(APA-24-05)



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Siskiyou County, California, Central Part

Survey Area Data: Version 16, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 12, 2022—Oct 17, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
161	Jenny cobbly clay, 0 to 15 percent slopes	83.3	31.2%
171	Lassen cobbly clay, 2 to 15 percent slopes	122.5	45.9%
173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	41.4	15.5%
174	Lassen-Rock outcrop-Kuck complex, 2 to 50 percent slopes	18.3	6.8%
177	Lithic Haploxerolls-Rock outcrop complex, 0 to 65 percent slopes*	0.2	0.1%
188	Mary-Rock outcrop complex, 2 to 50 percent slopes	1.0	0.4%
Totals for Area of Interest		266.7	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Fred & Christy Guertin

Address: 7490 Orange Ave Lincoln CA. 95648

Parcel Numbers: 041-150-040-000

How long have you owned this land? Since Sept. 28th 2023 About 5 months

Type of Agricultural Use:

Dry pasture acreage 266

Irrigated pasture acreage _____

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop average _____ Crops grown _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ _____ per year _____ acres

Fishing rights \$ _____ per year _____ acres

Other _____ rights \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner _____ Number of acres 266

Rental fee per acre \$ 13 Use of land cattle grazing

Terms of lease _____ Lease termination date _____

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

List expenses paid by landowner _____

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 Fred Duarte Christy Guenter Date 2-25-2024

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 _____

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: DORMAN R & MARITA E. YORK
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) F.H.A.

APPLICANT'S NAME (If other than above): _____

APPLICANT'S ADDRESS: Rt. 1, Box 606, Montague, Calif

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Hay- Dryland Grain- Native pasture	4-140-050	160
" " " " "	5-110-090	320
" " " " "	5-140-050	266

Total acreage 746

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: Dorman R. York
x Marita E. York

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: _____

May 28, 1971

Mr. and Mrs. Dorman R. York
Rt. 1, Box 606
Montague, California

Dear Mr. and Mrs. York:

Your Land Conservation Contract listing Parcel Numbers 4-14-05, 5-11-09 and 5-14-05 entered into with the County of Siskiyou effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 25, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

C

O

P

Y

MAR 17 2 20 PM '71

Vol: 623 Page 25

11929

RECORDED BY [signature] no chg

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.

~~May 12~~ ^{Feb 26} Section 2. TERM. This Contract shall take effect on , 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. RENEWAL. NOTICE OF NONRENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written notice of nonrenewal is served by the Owner on the County at least 90 days prior to said date or written notice of nonrenewal is served by the County on the Owner at least 60 days prior to said date. Under no circumstances shall a notice of renewal to either party be required to effectuate the automatic renewal of this Contract.

Section 4. AUTHORIZED USES. During the term of this Contract and any and all renewals thereof, the Premises shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and for compatible uses as specified in the Resolution establishing the Agricultural Preserve. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve. No buildings or structures shall be erected upon the Premises except such buildings and structures as are directly related to authorized uses of the Premises listed in said Resolution establishing the Agricultural Preserve.

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES. The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract or any renewals thereof amend the resolution establishing said Agricultural Preserve to add to those authorized uses or eliminate a use listed in the Resolution establishing the Agricultural Preserve which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

Section 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or readoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

Section 7. EMINENT DOMAIN. (a) Except as provided in subdivision (d) of this Section 7, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed.

(b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.

(c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.

(d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

Section 3. NO PAYMENT BY COUNTY. The Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it

being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the Owner as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

Section 9. CANCELLATION. (a) This Contract may be cancelled only by mutual agreement of the Owner and County pursuant to Section 51282 of the Act (Government Code) when, after public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (1) such cancellation is in the public interest and not inconsistent with the purposes of the Act, and (2) it is neither necessary nor desirable to continue the restrictions imposed by this Contract; provided, however, this Contract shall not be cancelled until the hereinafter specified cancellation fee has been paid, unless such fee or portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code).

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors

shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

(d) The Board of Supervisors may waive or defer payment of the cancellation fee or any portion thereof in accordance with subdivision (c) of Section 51283 of the Act (Government Code).

Section 10. DISTRIBUTION OF DEFERRED TAXES.

On receipt of any deferred taxes (cancellation fee) payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

Section 11. DIVISION OF LAND - NEW CONTRACTS. In the event the Premises is divided, a contract identical to the contract then covering the Premises shall be executed by the Owner of each parcel created by the division at the time of the division.

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS. The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

Section 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, successors and assigns and this Contract shall run with

the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 14. REMOVAL OF LAND FROM PRESERVE.

Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

Section 15. CONVEYANCE CONTRARY TO CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this Contract, or any renewal thereof may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

Section 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

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

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

Notice to the Owner shall be addressed as follows:

DORMAN R. & MARITA E. YORK
RT. 1, Box 606,
Montague, Calif. 96064

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

x Dorman R. York
x Marita E. York

OWNER

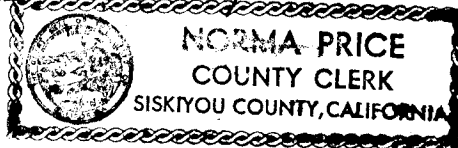
ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

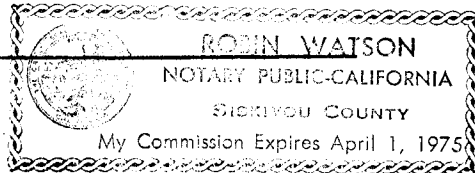
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 12th day of May, 1971, before me, Robin Watson a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

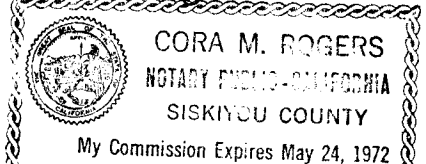
Robin Watson
Notary Public

My Commission Expires: _____
00000



STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 12th day of May, 1971, before me, Cora M. Rogers, a Notary Public, in and for said Siskiyou County, personally appeared Dorman R. York and Marita E. York known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Cora M. Rogers
Notary Public

My Commission expires: May 24, 1972

EXHIBIT "A"

List Assessor's Parcel Numbers below

4-140-050

5-110-090

5-140-050

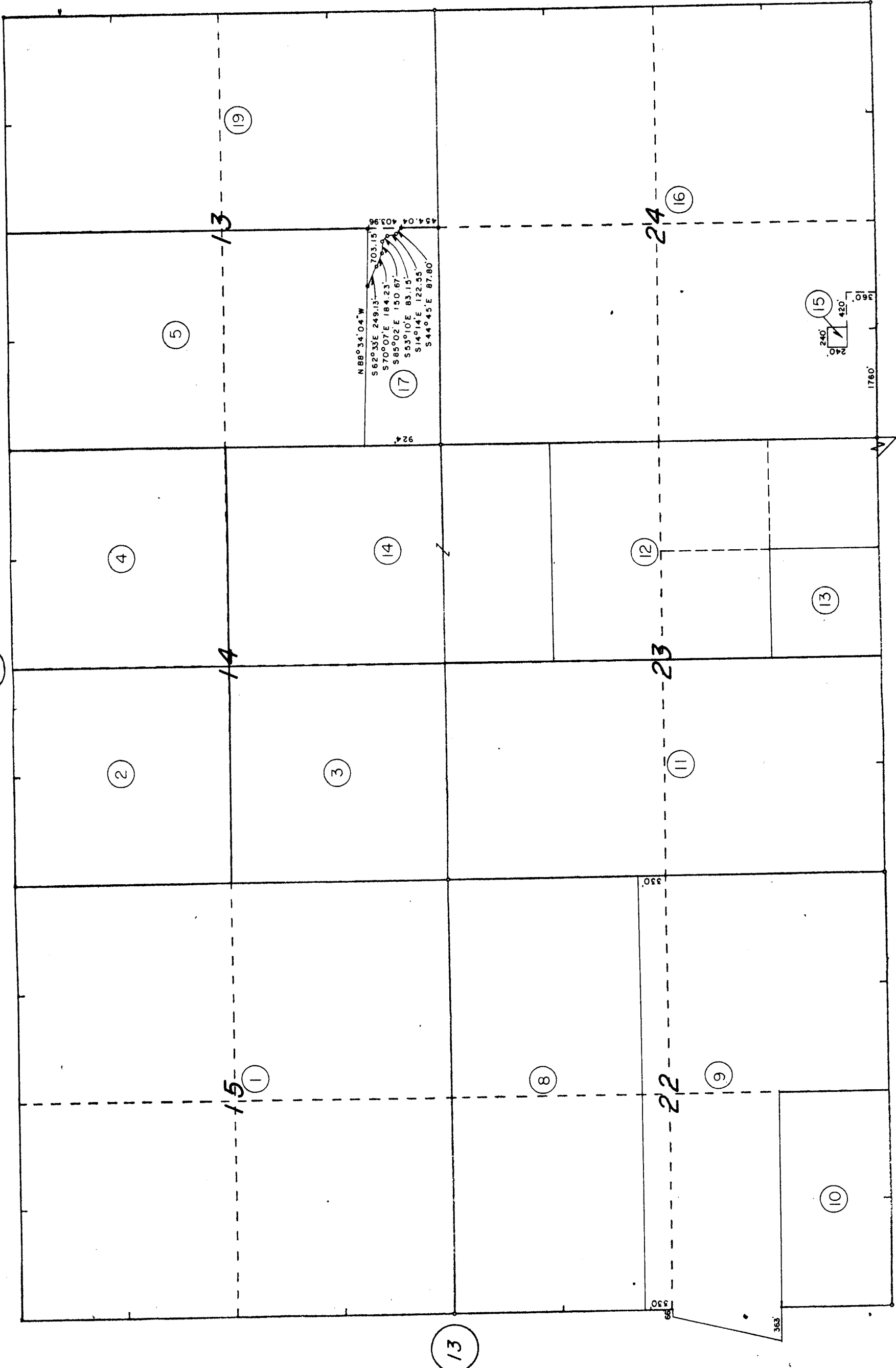


Exhibit F

Book
4

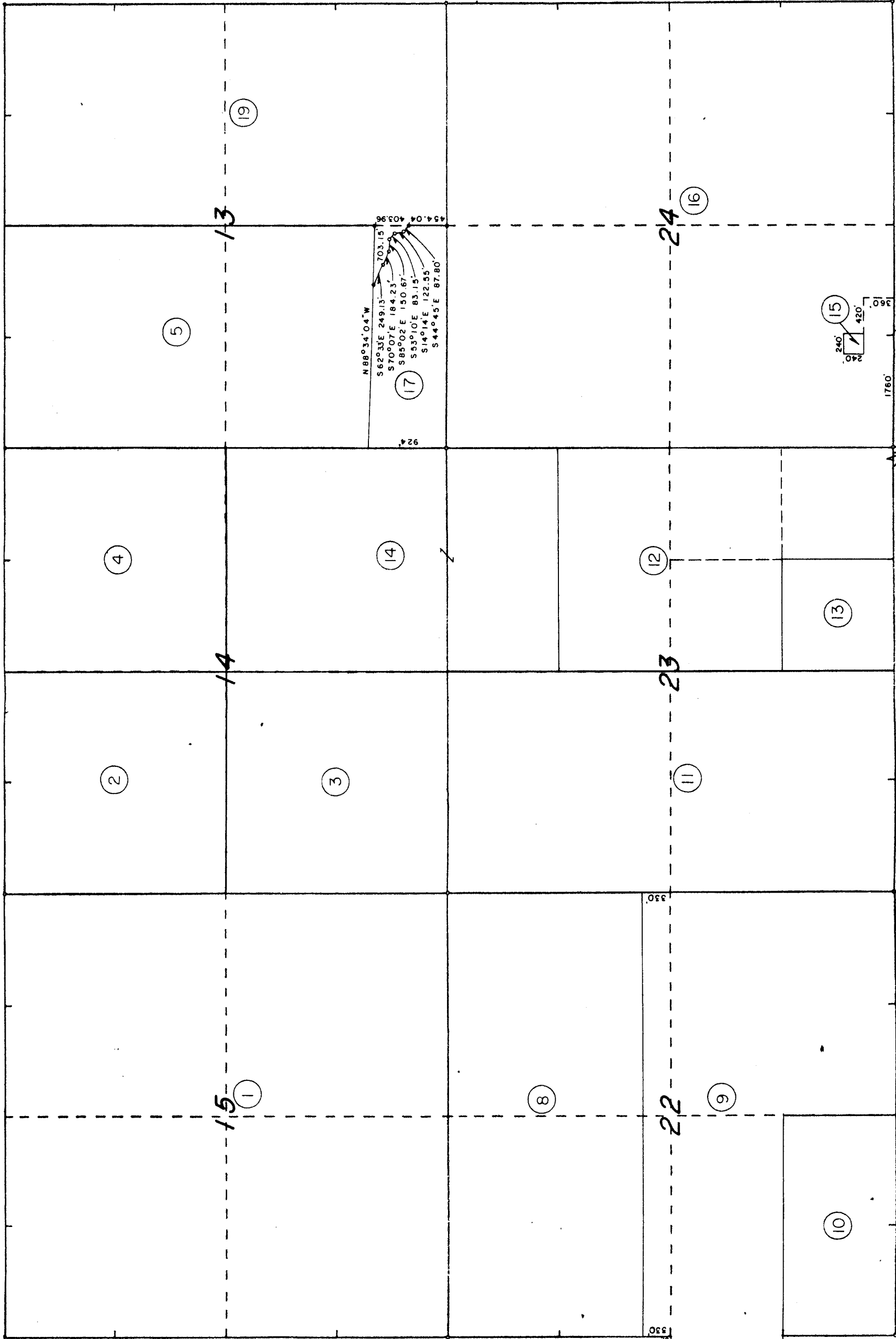
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

15

Tax Area Code
121-01

T 46 N R 5 W

5 - 1/4



Book
4

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.

Assessor's Map
County of Siskiyou, California

T 46 N R 5 W
 Tax Area Code
 52-00
 121-01

5-11

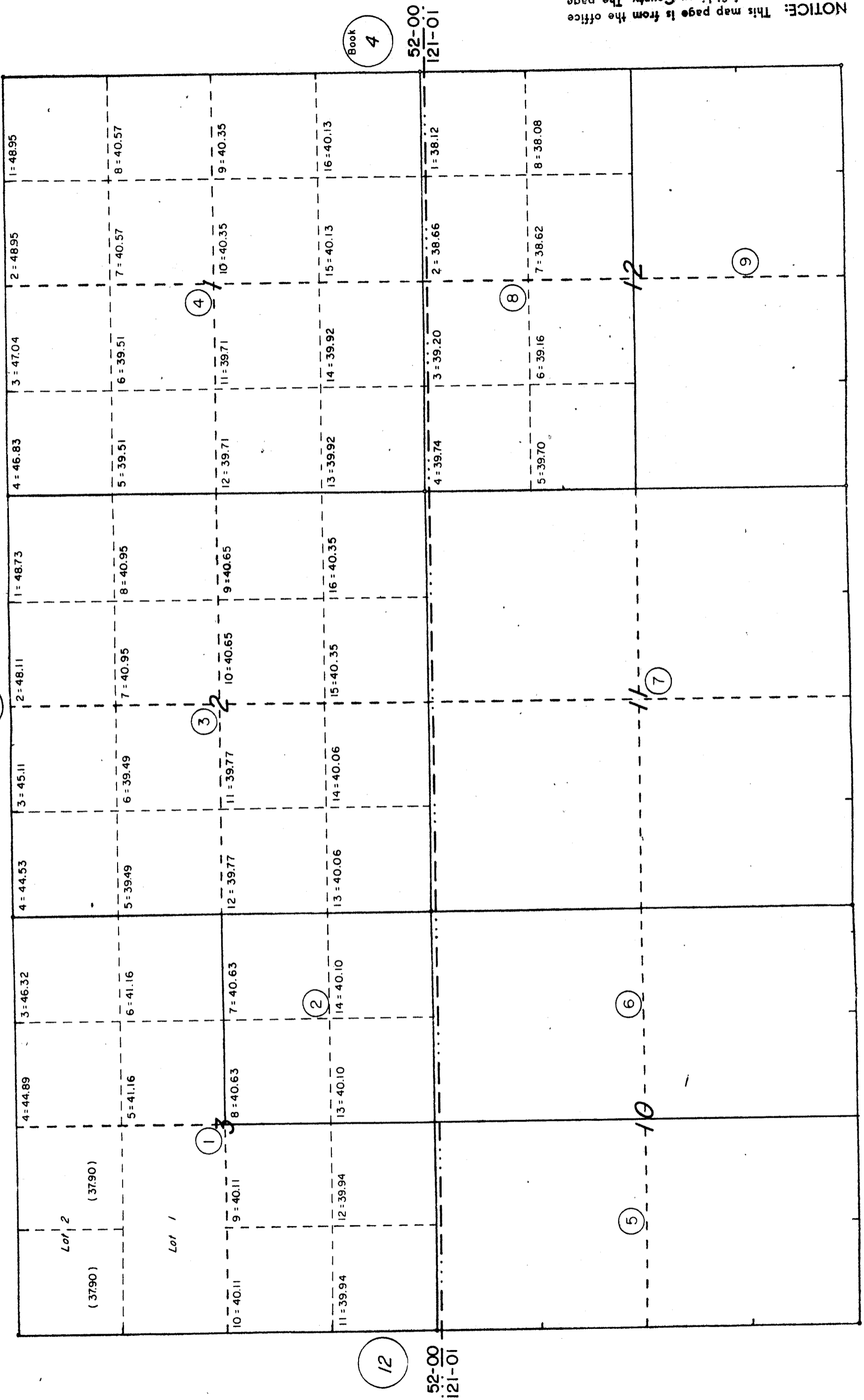


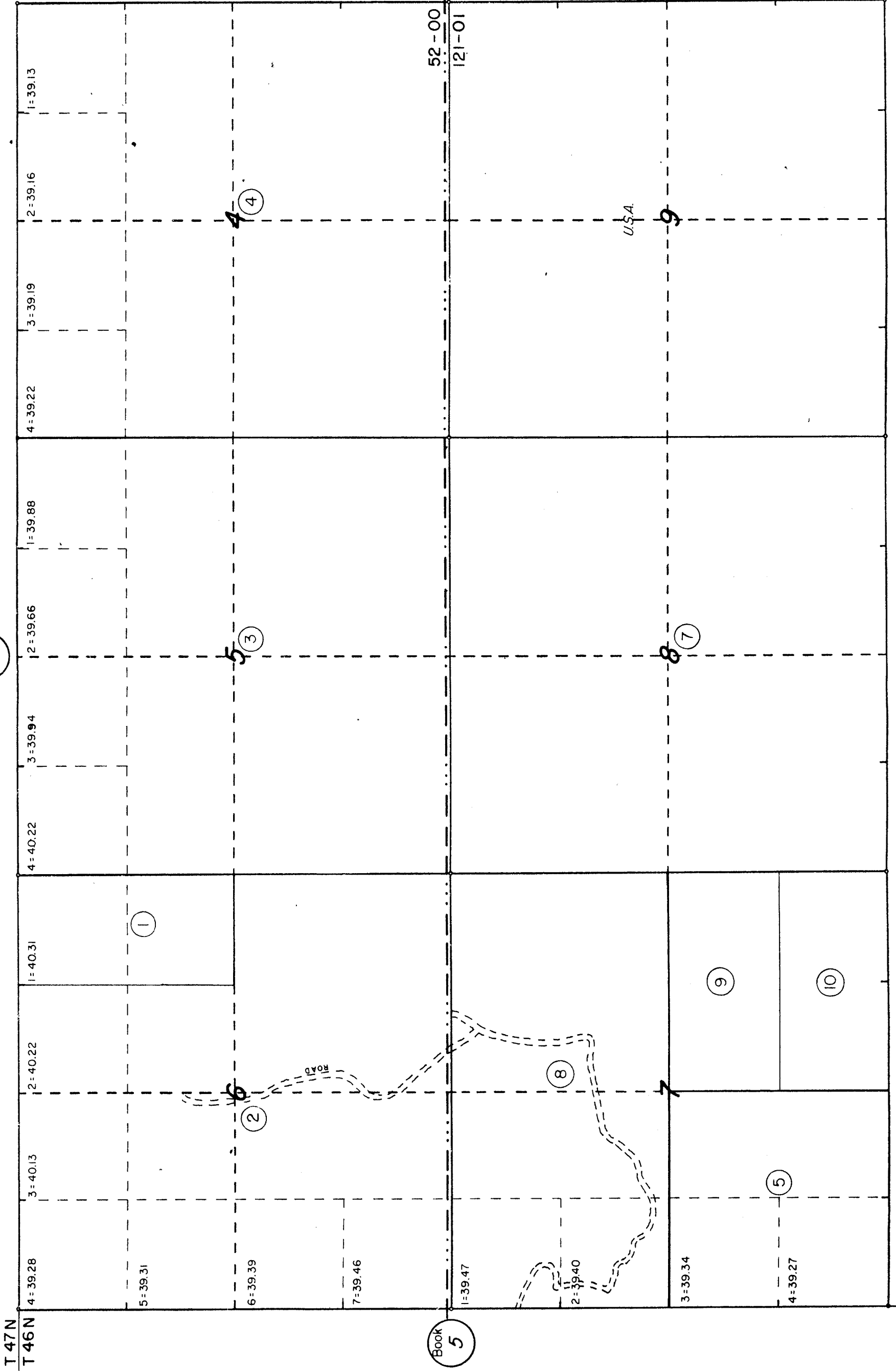
Exhibit F

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Assessor's Map
 County of Siskiyou, California

T 46 N R 4 W Tax Area Code 121-01 52-00

4-14



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Assessor's Map County of Siskiyou, California

Exhibit F

R 4 W R 5 W