

Staff Report

Submission Date: March 23, 2026

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: AGN-26-01 Lutz, Recommendation by Staff to issue a Notice of Non-Renewal for a portion of Williamson Act Contract 72064

Location: The project site is located on Meiss Lake Road, west of the community of Macdoel on APN ~~003~~-130-360; T46N, R2W, S 13, MDB&M.

Exhibits: **A.** Contract 24007

Background and Discussion

On June 3, 2025 the Board of Supervisors approved a request to rescind and reissue a Williamson Act Contract to reflect the boundaries proposed in a Boundary Line Adjustment project for Lutz. The Boundary Line Adjustment and new Williamson Act Contract were recorded on August 28, 2025.

Upon recordation, staff of the Assessor's office reached out to Planning staff questioning if a notice of non-renewal was going to be issued for the 0.57 acres of land that was not included in the new contract as this 0.57 acres was transferred to an adjacent parcel that is not under Williamson Act.



Figure 1 – Subject Property

Subject Property -

0.57 acres located west of the community of Macdoel on Meiss Lake Road, on APN 003-130-360 (Figure 1).

Contract and Preserve History -

Williamson Act Contract

- The subject property is encumbered by Williamson Act Contract as recorded on August 28, 2025, as Document No. 2025-0005720, Siskiyou County Records. The contract is also identified as Assessor’s Contract No. 24007 and Clerk’s Record - Lutz.

Agricultural Preserves

- The subject property is within an Agricultural Preserve established by Board Resolution No. 414, Book 2, adopted on January 28, 1969.

Compliance Issues-

- Substandard in size
- No commercial Ag Use

Analysis

Williamson Act Contracts are binding agreements between landowners and the county that assume the terms of the contract continue to be met, and landowners remain in compliance with County Guidelines in exchange for reduced property tax assessments. When it appears to the County that a landowner is not complying with county policies, terms of the contract or the land no longer meets minimum requirements due to modifications to the property boundaries or development, the County will issue a notice of non-renewal upon the property owner.

As the subject property is not in compliance, as detailed in Background and Discussion, it would be appropriate for the County to issue a notice of non-renewal.

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 property within this staff report is not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a notice of non-renewal of these properties.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



James V. Phelps
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on 03/23/2026. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

Recording Requested By:
Siskiyou County Board of Supervisors

When Recorded Return To:
Siskiyou County Clerk
311 Fourth Street, Room 201
Yreka, CA 96097



Siskiyou County Recorder
Craig S. Kay, Assessor-Recorder
DOC - 2025-0005720

Requested By: Mt. Shasta Title and Escrow
August 28, 2025 08:48 AM
Total Paid: No Fee

Receipt No.: 2025387710
pJohnson/ASR-162/1-17

Land Conservation Contract No. APA-24-07
(Lutz)

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 June 3, 2025; 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.

Exhibit A
Exhibit B to Staff Report

**Land Conservation Contract No. APA-24-07
(Lutz)**

This Land Conservation Contract, Made And Executed This 3rd day of June 2025, by and between Manfred C. Lutz and Janet G. Lutz, as Trustees of the 2016 Manfred C. Lutz and Janet G. Lutz Revocable Trust, dated November 30, 2016, 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, 2026 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 **intensive farming**. 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 APN: 003-130-290 (portion)

Manfred C. Lutz and Janet G. Lutz, as Trustees of
the 2016 Manfred C. Lutz and Janet G. Lutz
Revocable Trust, dated November 30, 2016

By: Manfred C. Lutz
Manfred C. Lutz, Trustee

By: Janet G. Lutz
Janet G. Lutz, Trustee

Place Notary Certificate Here

**See Attached*

Attest:

County of Siskiyou, Board of Supervisors

See next page

Clerk

Nancy Ogden
Nancy Ogden, Chair

Exhibit "A"
Land Conservation Contract APA-24-07
(Lutz)

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

Assessor's Parcel Number	Assessor Contract Number	Clerk Contract Reference	Recordation Number	Acreage
003-130-290 (portion)	72064	149	Vol. 653, Page 224	158.23 +/-

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

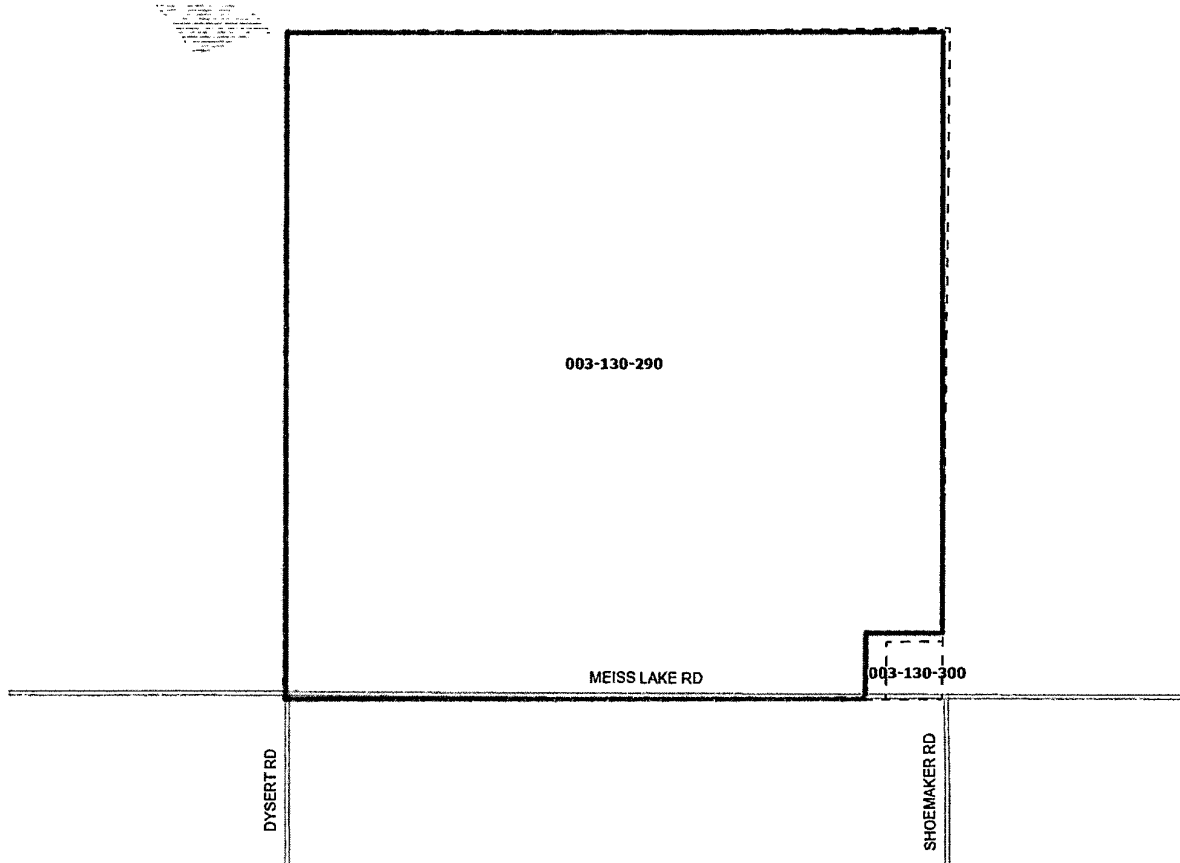


Exhibit "B"
Land Conservation Contract APA-24-07
(Lutz)
Legal Description of Property to be Included

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

Real property in the unincorporated area of the County of Siskiyou, State of California, described as follows:

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 13,
TOWNSHIP 46 NORTH, RANGE 2
WEST, MOUNT DIABLO MERIDIAN

EXCEPTING THEREFROM:

ALL THAT PORTION OF SAID SOUTHWEST ONE-QUARTER DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, THENCE NORTH
ALONG THE NORTH-SOUTH
CENTERLINE OF SAID SECTION 245.00 FEET; THENCE WEST, PARALLEL TO THE
SOUTH LINE OF SAID
SECTION 325.00 FEET; THENCE SOUTH PARALLEL TO THE NORTH-SOUTH
CENTERLINE OF SAID SECTION
13, 245.00 FEET, MORE OR LESS TO A POINT ON SAID SOUTH LINE; THENCE
EAST ALONG THE SOUTH
LINE OF SAID SECTION 13, 325.00 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

PARCEL 2

THE WEST HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 13,
TOWNSHIP 46 NORTH, RANGE 2 WEST, MOUNT DIABLO MERIDIAN.

APN: 003-130-290 (portion)

This instrument is a correct copy of the original on file in this office.
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

Resolution No. 25-81

By: Wendy Leigh
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving
an Amendment to an Agricultural Preserve
Under Application APA-24-07**

Whereas, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

Whereas, Manfred C. Lutz and Janet G. Lutz, as Trustees of the 2016 Manfred C. Lutz and Janet G. Lutz Revocable Trust, dated November 30, 2016, own property that was placed in an Agricultural Preserve through Board Resolution No. 414, Book 2 on January 28, 1969; and

Whereas, a Boundary Line Adjustment application (BLA-24-20) was submitted to the County on May 31, 2024, that proposes to adjust the property boundary between two parcels, one of which is located in Agricultural Preserve; and

Whereas, in order for the Planning Director to approve BLA-24-20 the Board of Supervisors would need to first approve the proposed modifications to said preserve; and

Whereas, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, and amended on December 3, 2024, it is in the best interest of the County and subject property owners to amend the existing Agricultural Preserves, removing the subject property and establish a new approximately 78.23-acre agricultural preserve, which will reflect the proposed property transfer (BLA-24-20); and

Whereas, pursuant to Government Code Section 51237, a map of the altered agricultural preserve is attached as Exhibit A to be recorded with this resolution; and

Whereas, a staff report prepared for the Agricultural Preserve Administrator contains a detailed analysis of how said application complies with the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 3, 2024; and

Whereas, the Staff Report for APA-24-07 prepared for the Board of Supervisors contains the staff analysis and recommendation by the Agricultural Preserve Administrator; and

Whereas, the proposed Agricultural Preserves comply with the minimum agricultural preserve size pursuant to Government Code Section 51230, and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 3, 2024; and

Whereas, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

Now, Therefore, Be It Resolved that the Board of Supervisors finds that the above statements are true and correct.

Be It Further Resolved that the Board of Supervisors approves the amendment to the Agricultural Preserve under application APA-24-07:

Exhibit A
Exhibit B to Staff Report

SISKIYOU COUNTY
RESOLUTION

25-81

Be It Further Resolved that County Counsel is hereby authorized to make amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending this Agricultural Preserve.

It Is Hereby Certified that the foregoing Resolution No. 25-81 was duly adopted on a motion by Supervisor Harris and seconded by Supervisor Kobseff, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 3rd day of June, 2025, by the following vote:

AYES: Supervisors Valenzuela, Haupt, Harris, Kobseff and Ogren
NOES: None
ABSENT: None
ABSTAIN: None

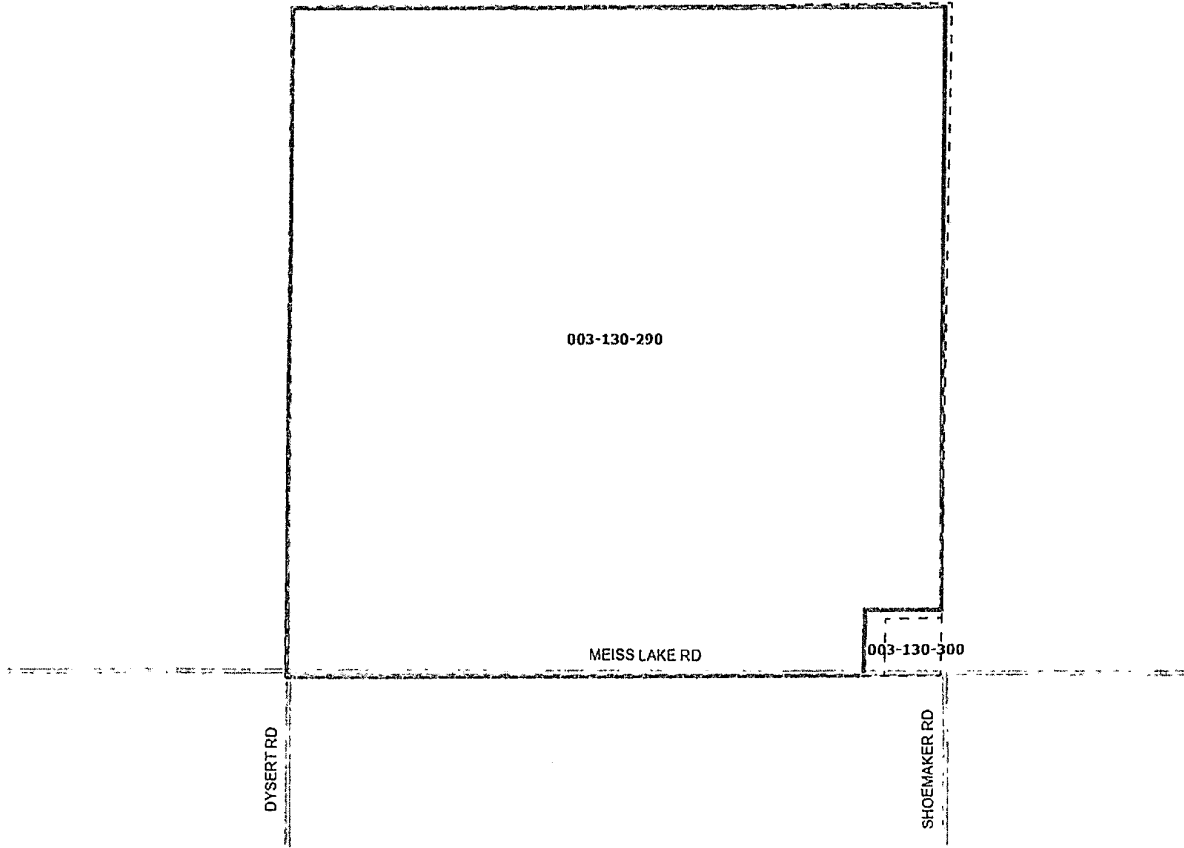


Nancy Ogren, Chair
Board of Supervisors

ATTEST:
Laura Bynum, Clerk
Board of Supervisors

By 
Deputy

Exhibit A



This instrument is a correct copy of the original on file in this office.
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

Resolution No. 25 - 82

By: Wendy Weir
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving
the Rescission and Re-Entry of Existing Williamson Act Contracts
Under Application APA-24-07**

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

WHEREAS, Manfred C. Lutz and Janet G. Lutz, as Trustees of the 2016 Manfred C. Lutz and Janet G. Lutz Revocable Trust, dated November 30, 2016, own 78.9 acres that was originally placed in Williamson Act contract on February 25, 1972; and

WHEREAS, a Boundary Line Adjustment application (BLA-24-20) was submitted to the County on May 31, 2024, that proposes to adjust the boundary between two adjacent parcels owned by the applicant; and

WHEREAS, property involved in BLA-24-20 is within existing established Williamson Act contracts; and

WHEREAS, in order for the Planning Director to approve BLA-24-20, the Board of Supervisors would need to first make certain findings and approve the rescission of the subject contract and re-entry into a new Williamson Act contract; and

WHEREAS, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, and amended on December 3, 2024, in order to allow the transfer of property, the area subject to Williamson Act contract must be changed to reflect the property transfer subject to approval in BLA-24-20; and

WHEREAS, the Staff Report for APA-24-07 prepared for the Agricultural Preserve Administrator contains a detailed analysis of how said application complies with the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 3, 2024; and

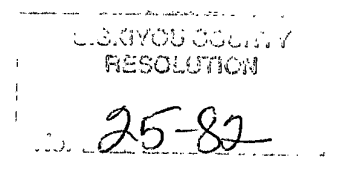
WHEREAS, the Staff Report for APA-24-07 prepared for the Board of Supervisors contains the staff analysis and recommendation by the Agricultural Preserve Administrator; and

WHEREAS, the Board of Supervisors has reviewed the analysis contained in the Staff Report prepared for APA-24-07 and concurs with the draft findings contained therein; and

WHEREAS, the new contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts; and

WHEREAS, there would be no net decrease in the amount of the aggregate acreage subject to the existing and proposed contracts; and

WHEREAS, at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts; and



WHEREAS, the resulting legal lot areas subject to contract would be large enough to sustain qualifying agricultural uses; and

WHEREAS, boundary line adjustment BLA-24-20 would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to contract(s); and

WHEREAS, the boundary line adjustment is not likely to result in the removal of adjacent land from agricultural uses; and

WHEREAS, the boundary line adjustment would not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan; and

WHEREAS, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds the above recitals true and correct.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contracts under application APA-24-07, attached hereto as Exhibit A, subject to the following conditions:

- (a) The property owner must agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new contracts; and
- (b) In the event that the property in question is not transferred and the approval of BLA-24-20 lapses this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

BE IT FURTHER RESOLVED that the Board of Supervisors instructs staff to take the necessary steps to rescind from the existing contracts the land in question and take the necessary actions to prepare for the re-entry of that same land into a new Williamson Act contract.

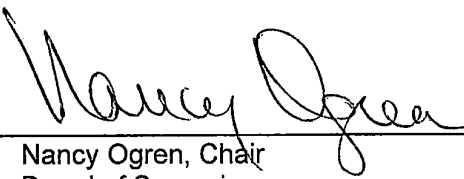
BE IT FURTHER RESOLVED that County Counsel is hereby authorized to make any necessary technical amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending these Williamson Act contracts.

BE IT FURTHER RESOLVED the Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Siskiyou.

BE IT FURTHER RESOLVED that County staff is directed to record said Williamson Act contracts at the earliest opportunity once completed and concurrently with the recordation of BLA-24-20.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. 25-82 was duly adopted on a motion by Supervisor Harris and seconded by Supervisor Kobseff, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 3rd day of June 2025, by the following vote:

AYES: Supervisors Valenzuela, Haupt, Harris, Kobseff and Ogren
NOES: None
ABSENT: None
ABSTAIN: None



Nancy Ogren, Chair
Board of Supervisors

ATTEST:
Laura Bynum, Clerk
Board of Supervisors

By Wendy Duff
Deputy

State of California, County of Siskiyou
Board of Supervisors
Minute Order, June 3, 2025

Public Hearings – Community Development - Planning Division - Public hearing to consider a Resolution approving an amendment to an Agricultural Preserve and a Resolution approving the rescission and re-entry of existing Williamson Act contracts under Application APA-24-07 for the Lutz Williamson Act Rescission and Re-entry, Agricultural Preserve Amendment Project for property located west of the community of Macdoel CA. Resolution 25-81 and Resolution 25-82 adopted.

This was the time set for a public hearing to consider a Resolution approving an amendment to an Agricultural Preserve and a Resolution approving the rescission and re-entry of existing Williamson Act contracts under Application APA-24-07 for the Lutz Williamson Act Rescission and Re-entry, Agricultural Preserve Amendment Project for property located west of the community of Macdoel CA.

Chair Ogren opened the public hearing.

Associate Planner Bernadette Cizin appeared before the Board and provided an overview of the request to amend an existing Agricultural Preserve to effectuate a boundary line adjustment to transfer 0.57 acres between two parcels (one parcel is within Agricultural Preserve, the other is not). Ms. Cizin requested that the Board determine the project exempt under California Environmental Quality Act (CEQA) guidelines related to open space easements or contracts.

In response to the Chair, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had received one public hearing notification letter back marked Undeliverable, addressed to California Fish and Game.

There being no public comments received, the public hearing was declared closed.

It was moved by Supervisor Harris, seconded by Supervisor Kobseff and carried, following a roll call vote with Supervisors Valenzuela, Haupt, Harris, Kobseff and Ogren voting YES, to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15317, Open Space Easements or Contracts and adopt Resolution 25-81 approving the amendment of the existing Agricultural Preserve and establish a new Agricultural Preserve, and adopt Resolution 25-82 approving the rescission and reentry of the applicable Williamson Act contracts.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the Siskiyou County Board of Supervisors.

By: Wendy D. Win
Deputy



Exhibit A
Exhibit B to Staff Report