

Staff Report

Submission Date: April 1, 2026

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: AGN-26-03 Muzinich. Recommendation by Staff to issue a Notice of Non-Renewal for 15 acres under Williamson Act Contract 71038

Location: The subject property is located on Oro Fino Road, west of the city of Fort Jones on APN 024-480-030; T43N, R9W, S 18, MDB&M.

Exhibits: **A.** Contract 71038
B. Letter from Property Owner
C. Comments

Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continue to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. Additionally, notices are being sent to property owners who own property which consists of only a portion of an existing contract. This notice explains that they must submit an application requesting their property be rescinded from the existing contract and a new contract be issued which consists of only their property. Property owners who choose not to apply for their own contract or do not complete the application process are then notified that staff will be recommending a Notice of Non-Renewal be issued for their property as remaining under the multi-owner contract is not in compliance with the county guidelines.

Staff has discussed compliance issues with the property owner. Ms. Muzinich is not opposed to the Notice of Non-Renewal, as noted in Exhibit B.



Figure 1 – Subject Property

Contract and Preserve History -

Williamson Act Contract

- Williamson Act Contract – Contract No. 71038, noted as Clerk’s Contract 35, as recorded on May 5, 1971, in the Siskiyou County Records in Volume 620, Page 360 (Exhibit A).
 - Consists of 255 acres with two separate property owners (Batistich and Muzinich).
 - Commercial Agricultural Use specified in Contract – Not Specified.

Agricultural Preserve

- Agricultural Preserve – Established by Board Resolution 404 in Book 2.

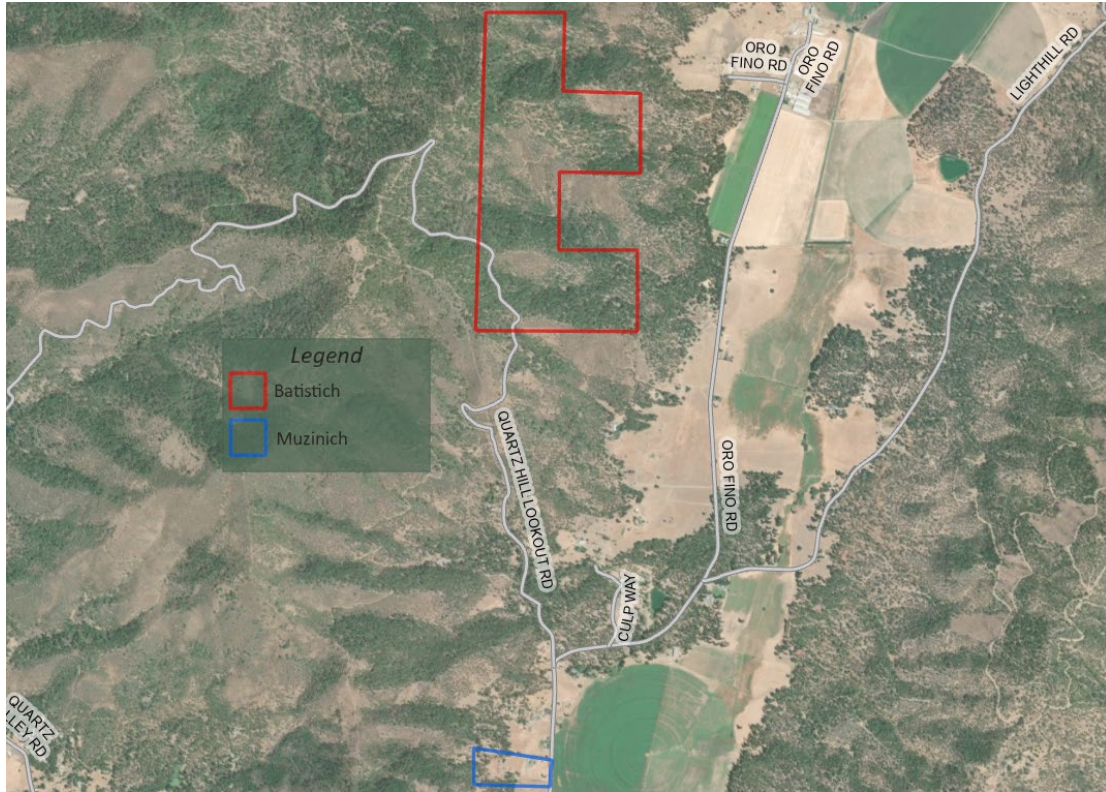


Figure 2 – Property under Existing Contract 71038

Compliance Issues-

1. Contract 71038 has two property owners
 - One of the property owners, Muzinich contacted staff about qualifying for a separate contract. At 15 acres, the parcel does not meet minimum requirement for acreage.
 - Property owner, Muzinich, has submitted a letter stating she is not opposed to non-renewal of her portion of the Williamson Act Contract Exhibit B).

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.

Comments

This proposed recommendation was routed to the Assessor, Tax Collector and Agricultural Commissioner for comment. In response, the following responses were received:

Siskiyou County Assessor – March 24, 2026

The Assessor's office has provided estimated tax assessment values for the parcel included in this project (Exhibit C).


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 subject property 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 this property.

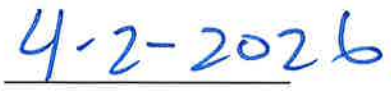
Approved by:

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 04/01/2026. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA
NORMA PRICE, CLERK

BY _____
DEPUTY

OWNER/OWNERS NAME AS RECORDED: Oral E Lewis
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) _____

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

APPLICANT'S ADDRESS: _____

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
<u>24-13-2</u>		<u>409</u>
<u>24-48-3</u>		<u>14 3/4</u>
<u>24-06-3&2</u>		<u>50 120</u>
<u>24-05-2</u>		<u>160</u>

Total acreage _____

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: _____

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes ___ No ___

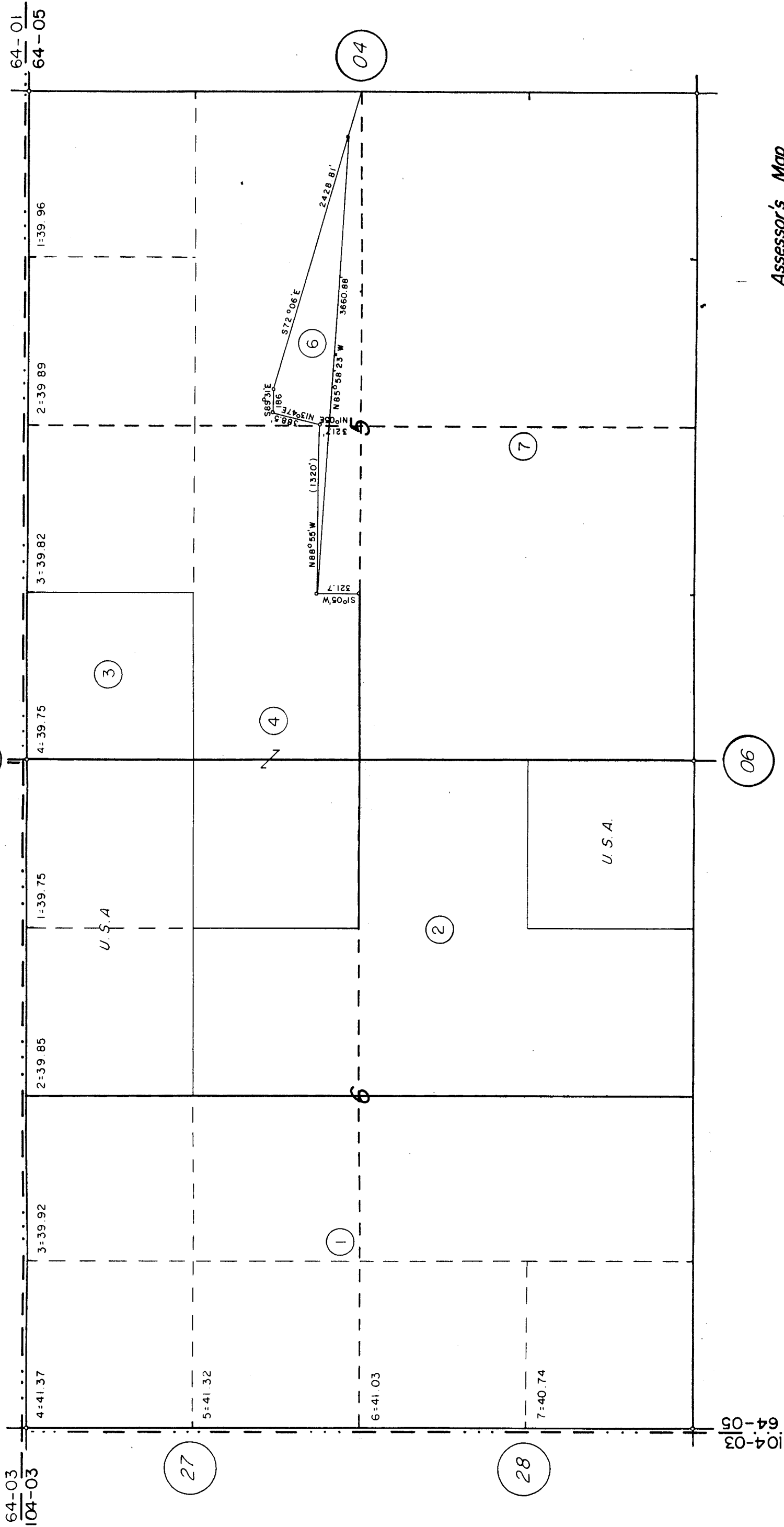
PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

T 43 N R 9 W
SEC. 5 & 6

Tax Area Code
64-05

24-05

BOOK
14

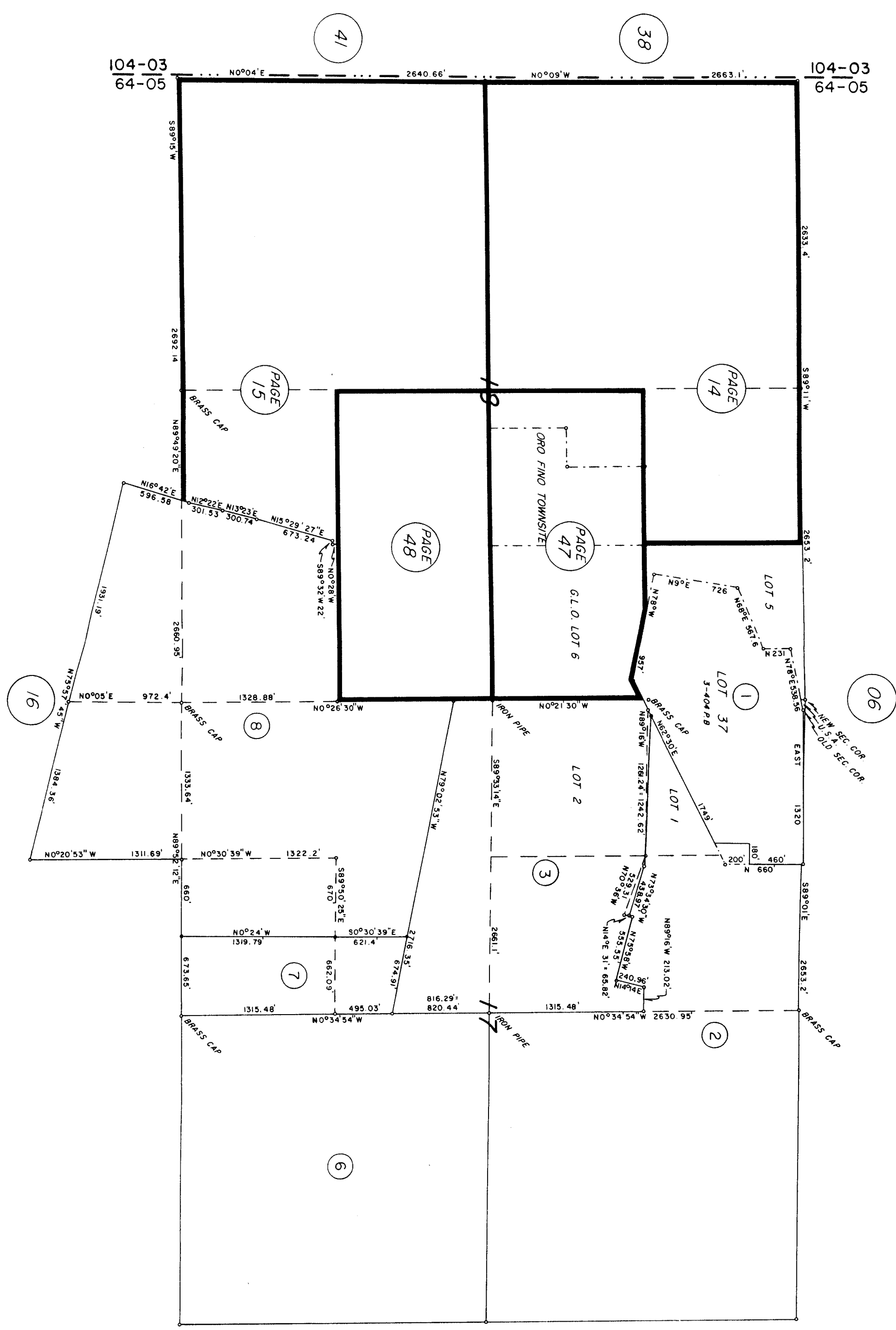


Assessor's Map
County of Siskiyou, California

Exhibit A
Exhibit B to Staff Report

104-03
64-05

104-03
64-05



SEC. 17 & 18 T43N R9W

Tax Area Code
64-05

24-

May 27, 1971

Mr. Orel Lewis
Route 1,
Fort Jones, California 96032

Dear Mr. Lewis:

Your Land Conservation Contract entered into with the County of Siskiyou was recorded May 5, 1971, Vol. 620, Page 630, Official Records of Siskiyou County. I am enclosing your copy of said Contract for your files.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

Encls.

C
O
P
Y

MAY 5 10 24 AM '71

Vol. 620 Page 360

Siz Blum

11480

RECORDER FEE \$ No Charge
PREAMBLE TO LAND CONSERVATION CONTRACT

WHEREAS, the hereinafter referred to OWNER possesses certain real property located within the hereinafter referred to County, which property is presently devoted to agricultural and compatible uses.

WHEREAS, said property is located in agricultural preserve established by COUNTY by resolution; and,

WHEREAS, both OWNER AND COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California.

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

LAND CONSERVATION CONTRACT

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

Section 1. CONTRACT. This is a "Contract" made pursuant to the California Land Conservation Act of 1965, as amended as of the date first above written, including amendments enacted at the 1969 Regular Session of the California Legislature, (hereinafter referred to as the "Act") and is applicable to the Premises described in Exhibit "A" attached hereto.

Section 2. TERM. This Contract shall take effect on Feb 26, 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 8. NO PAYMENT BY COUNTY. The Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it

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

Section 9. CANCELLATION. (a) This Contract may be 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:

Orel Lewis
Routel, Fort Jones
Calif. 96032

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

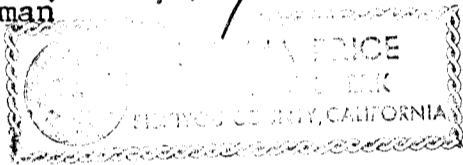
Orel E. Lewis

OWNER

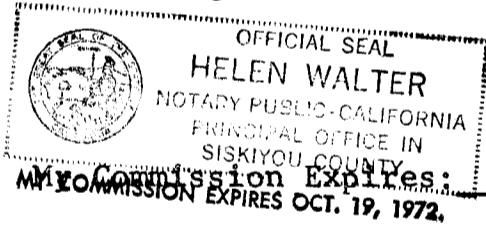
ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norm Price Clerk Ernest A. Hayden Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 26th day of February, 1971, before me, Helen Walter 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.



Helen Walter
Notary Public

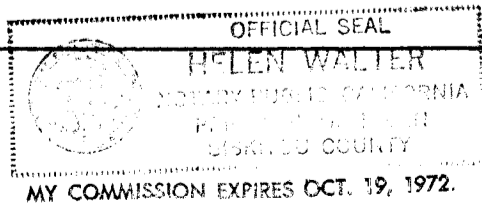
oo0oo

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 26th day of February, 1971, before me, Helen Walter, a Notary Public, in and for said Siskiyou County, personally appeared Orel E. Lewis known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Helen Walter
Notary Public

My Commission expires:



STATE OF CALIFORNIA,
Siskiyou

County of } ss.

On this 3rd day of May in the year one thousand nine hundred and Seventy-one, before me, Jewel M. Smith, a Notary Public, State of California, duly commissioned and sworn, personally appeared.....

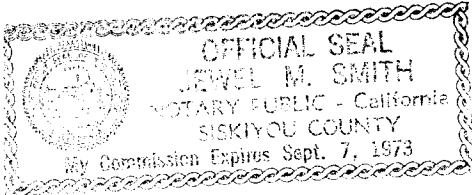
Ernest P. Smith known to me to be the President

of the corporation described in and that executed the within instrument, and also known to me to be the person.....who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.....

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Siskiyou the day and year in this certificate

first above written.

Jewel M. Smith
Notary Public, State of California.



Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires.....

CONSENT OF LIENHOLDER

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

DATED: This 3rd day of May, 1971.



First Valley Bank
LIENHOLDER
By Ernest F. ...

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this _____ day of _____, 19____, before me, _____ a Notary Public, in and for said _____ County, personally appeared _____ known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public

My Commission Expires: _____

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

10th day March 19 71

PRESENT: Supervisors **George Wacker, Ernest Hayden, Earl F. Ager, Mike Belcastro and Phil Mattos. Chairman Hayden presiding.**
ABSENT: **None.**
COUNTY ADMINISTRATOR: **Jess O'Roke** COUNTY CLERK: **Norma Price**
COUNTY COUNSEL: **Michael T. Hennessy** PURPOSE OF MEETING: **Adjourned Regular**

LAND CONSERVATION CONTRACTS RECEIVED AFTER FEBRUARY 23, 1971 AND BY FEBRUARY 26, 1971 APPROVED.

It was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the following Land Conservation Contracts listing property already contained in the Resolution Establishing an Agricultural Preserve adopted by the Board on January 28, 1969 and bearing Number 404, Book 2, are hereby approved effective February 26, 1971, in accordance with the minute order adopted by the Board on February 23, 1971, as shown in Vol. 34, Pages 322 to 327, said minute order authorizing the Clerk to accept said contracts and the Chairman authorized to sign and the Clerk instructed to have said Contracts recorded:

<u>OWNERS</u>	<u>PARCEL NO.</u>
Gene and Elma Selby	24-41-19
	24-45-06
	24-38-06
	24-38-10
	24-38-11
	24-38-14
Richard V. Hayden, Jr.	24-32-02
	24-32-04
	24-33-02
	24-33-03
	24-33-04
	24-33-07
Frank Douglas Horn	23-09-08
	23-09-03
	23-09-07
Martin Larsen	24-20-05
	24-20-06

VOL 620 PAGE 370

Exhibit A

Exhibit B to Staff Report

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SISKIYOU, STATE OF CALIFORNIA

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER FEBRUARY 23,
1971 AND BY FEBRUARY 26, 1971 APPROVED. (CONT'D)

Orel E. Lewis	24-13-2	:
	24-48-3	:
	24-06-3	:
	24-06-2	:
	24-05-2	:

AYES: Supervisors Wacker, Ager, Belcastro and Mattos.
NOES: None.
ABSENT: None.

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

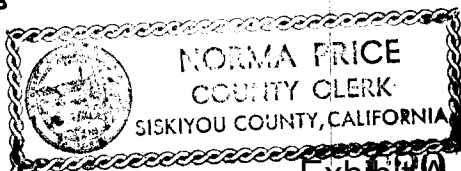
I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 3/10/71.

Witness my hand and the seal of said Board of Supervisors, this 3rd day of May, 1971.

cc: File
Mr. Gene Selby
Richard V. Hayden, Jr.
Frank Douglas Horn
Martin Larsen
Orel E. Lewis
Recorder (5)

Norma Price
County Clerk and ex-Officio Clerk of the Board
of Supervisors of Siskiyou County, California

By _____
Deputy Clerk



THESE MINUTES ARE SUBJECT TO
CHANGE WHEN READ BY THE
BOARD OF SUPERVISORS.

RECEIVED FEB 20 2025

County of Siskiyou
806 SO Main Street
Yreka, Ca. 96097

Planning Department

Re: Williamson Act Contract No. 71038

I received your letter of January 31, 2025 regarding the above contract. After talking to Bernadette Cizin, the Associate Planner I wish to have my property, Assessor Parcel 024-480-030 (15 acres) removed from the Williamson Act contract 71038 as I no longer have a commercial agriculture use.

Sincerely,



Janet B. Muzinich

Owner of the Janet B. Muzinich Trust



Craig S. Kay, Assessor-Recorder County of Siskiyou

311 Fourth Street • Room 108 • Yreka, CA 96097-2984
Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department
806 S. Main St.
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Muzinich Agriculture Preserve Amendment (APA-26-03)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

Parcel Number: 024-480-030	2025 XIII A Values	2025 Ag. Preserve Values
Total Land	\$17,106	\$17,106
Total Structural Improvements ¹	\$376,701	\$376,701
Mobile Home Personal Property	\$0	\$0
Fixtures ²	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$393,807	\$393,807
<i>Estimated Annual Taxes (1%):</i>	<i>\$3,938.07</i>	<i>\$3,938.07</i>
<i>(Does not include bonds, etc)</i>		

¹ Structural Improvements include but are not limited to residential structures, outbuildings, etc.

² Fixtures include but are not limited to an improvement whose use or purpose directly applies to or arguments the process or function of a trade, industry, or profession.

Sincerely,

Craig S. Kay
Siskiyou County Assessor-Recorder

Julie Mercier
Appraiser

Disclaimer: Our information is for tax assessment purposes only. The information provided is an estimate only and the values provided may not be exact and are subject to change! In addition, please note: adjustments to the values provided may be necessary due to any change in ownership of the real property, which has not been valued for assessment purposes, (this includes, but not limited to, the transfer of title on real property and/or death of a property owner) or the completion of new construction which has not yet been valued for assessment purposes. This information is being provided as a courtesy and does not constitute legal advice. We make no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information provided. The County of Siskiyou and the Siskiyou County Assessor's - Recorder's Office assumes no liability for the accuracy of the data provided.