

# Staff Report

Submission Date: July 26, 2022

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Williamson Act Contract # 73022A, Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts Consistency Review and Determination

Exhibits: **A.** Existing Williamson Act Contract  
**B.** 2021 Compliance Survey  
**C.** Map of property under Contract # 73022A

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## Background

The subject contract consists of 15-acres of property that was formerly a portion of a larger agricultural timber operation with livestock grazing. Upon the sale of the property capable of being utilized as part of a large-scale agricultural operation, the 15-acre parcel alone does not meet the minimum requirements for a Williamson Act Contract. Compliance surveys were sent out in June of 2021. The property owner completed and returned their survey indicating that there is no agricultural production use on the property. The use noted on the survey was 'Open Space or Recreation'.

The principal compliance concern is as follows:

- The 23-acre parcel is substandard in size, less than 40 acres (Rules Section III.(E))
- There is no Agricultural Production Use on the property (Rules IV.(A)).

## Parcel History

The subject property of the proposed Non-Renewal is under Williamson Act Contract No. 187 (Assessor's Contract No. 73022 A), as recorded in Siskiyou County Official Records as Volume 682 at Page 917. It is adjacent to a 101-acre parcel that was under contract No. 188 and under the same ownership as the 15-acre parcel. The 101-acre parcel has since been removed from the Williamson Act program as it is zoned Timber Production (TPZ).

## Agricultural Preserve

The subject parcel is located in the original Agricultural Preserve, per Board of Supervisors Resolution 119, Book 5.

Pursuant to the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules) Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

### Analysis

The subject property is under Contract # 73022A, which does not meet the minimum requirements for parcel size and agricultural use of a Williamson Act Contract as detailed in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts.

### Recommended Action

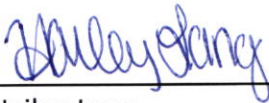
- Find that Contract # 73022A no longer meets the minimum requirements of a Williamson Act Contract as detailed in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Recommend the Board of Supervisors Issue a Notice of Non-Renewal for Contract # 73022A.

### Agricultural Preserve Administrator Recommendation


Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds Williamson Act Contract # 73022A is not consistent 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 said contract.

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 July 26, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

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 \_\_\_\_\_, 19\_\_\_\_, 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.

October 3, 1973

Mr. & Mrs. Merwyn S. Rickey  
Rt. 1, Box 47  
Fort Jones, California 96032

Dear Mr. & Mrs. Rickey:

Enclosed please find an Addendum to the Agricultural Preserve Contract for your signature. A review of your contract has indicated that it has not been completely filled out and since it has been recorded, it is necessary for you to execute the enclosed Addendum to the Contract authorizing the Clerk of the Board of Supervisors to properly complete the Contract placing your land in Agricultural Preserve.

Would you please execute this agreement before a Notary Public and return it to the Clerk of the Board of Supervisors in the enclosed self-addressed envelope at your earliest convenience.

There are two "Addendum to Land Conservation Contract" enclosed because you have two Contracts and Exhibit A is not completed on either. It will be copied from your application page onto Exhibit A. Please sign both of the Addendum sheets.

Very truly yours,

NORMA PRICE, Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy

Enclosures

#187

FORM APPROVED  
this 16th day of Feb 1973  
FRANK J. DeMARCO  
MICHAEL F. DESSY  
County Counsel

FILED 11722

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
DEPT. SISKIYOU COUNTY, CALIFORNIA  
DEPUTY COUNTY COUNSEL  
SISKIYOU COUNTY, CALIFORNIA

*Frank J. DeMarco*  
DEPUTY COUNTY COUNSEL

NORMA LINDA CLARK  
OWNER/OWNERS NAME AS RECORDED: Rickey, Merwyn S & Dorothy Etal  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary)

APPLICANT'S NAME (If other than above): \_\_\_\_\_

APPLICANT'S ADDRESS: Route 1 Box 47 Font Jones CA 96032

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: Merwyn S. Rickey MAILING ADDRESS: Route 1 Box 47 Font Jones, CA 96032

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>Timber</u>	<u>24-380-210</u>	<u>15</u>
<u>This property is contiguous to a 101 acre piece which we are also requesting to be placed in Agricultural Preserve</u>		
Total acreage		<u>15</u>

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: Merwyn S. Rickey Helen H. Womack  
Skirby Rickey

FOR PLANNING DEPARTMENT USE ONLY:  
TYPE OF PRESERVE: Agriculture  
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes \_\_\_\_\_ No X  
PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION: Extensive Agriculture

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:

MERWYN S. RICKEY  
Rt. 1, Box 47  
FORT JONES, CA 96032

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

Wm Thurston Womack  
Helen H. Womack  
Dorothy A. Rickey  
Merwyn S. Rickey  
OWNER

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF Marin )

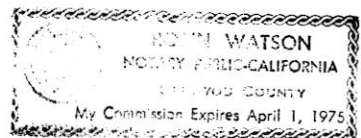
On this 24 day of November, 19 72, before me, GEORGE M. CAGWIN, a Notary Public, in and for said MARIN County, personally appeared Wm Thurston Womack, Helen H. Womack, Dorothy A. Rickey & Merwyn S. Rickey known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

6 7+ George M. Cagwin  
Notary Public

My Commission expires: May 18, 1974

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors  
Norma Rice Clerk  
Ernest A. Hayden Chairman

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF SISKIYOU )  
On this 16th day of February, 19 73, 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.



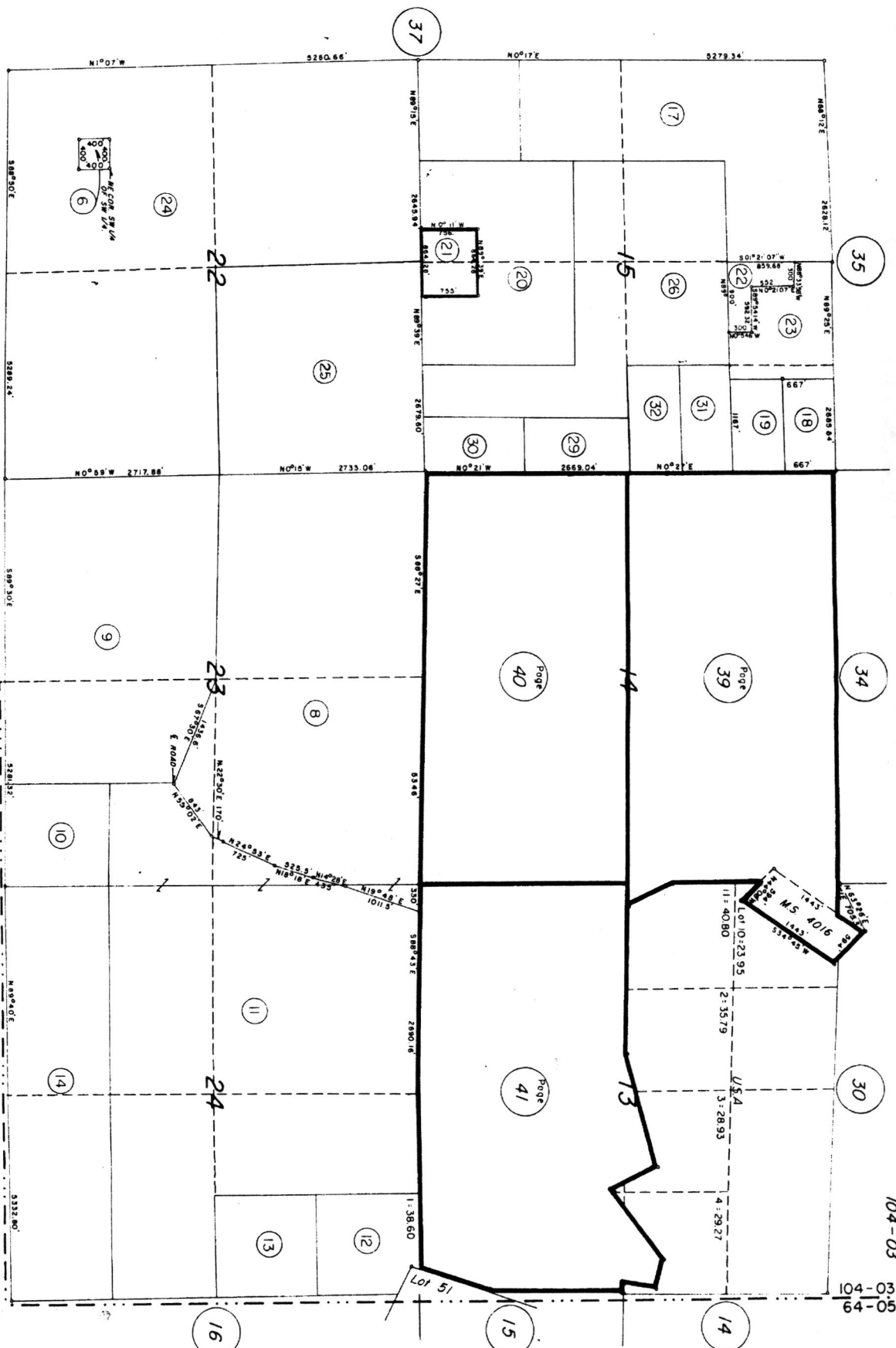
Robin Watson  
Notary Public  
4-1-75

My Commission Expires: \_\_\_\_\_ VOL 682 PAGE 926

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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.

Exhibit B-1 - Contract No. 73022A Exhibit A



T 43 N R 10 W

Tax Area Code  
104-03

24-38

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Merwyn J. Risky ADDRESS Route 1 Box 47, Ft. Jones  
PARCEL NUMBERS 24-380-210 24-380-200

HOW LONG HAVE YOU OWNED THIS LAND? 10 years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 10 acres Carrying capacity 2 cows

Irrigated pasture acreage 75 acres Carrying capacity 3 cows

Dry farming acreage 0 Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Field crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Row crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Grazing AUM \_\_\_\_\_ Term \_\_\_\_\_ Fees paid \_\_\_\_\_

Other acreage 100 acres Type timber Production per acre \_\_\_\_\_

OTHER INCOME:

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_

Other recreational rights \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_ Mineral rights \$ \_\_\_\_\_

LAND LEASED FROM OTHERS:

Name of Owner \_\_\_\_\_ No. of acres \_\_\_\_\_

Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_

Terms of lease \_\_\_\_\_ Lease termination date \_\_\_\_\_

Share cropped with others: Crop \_\_\_\_\_ % to owner \_\_\_\_\_ Acres \_\_\_\_\_

LAND LEASED TO OTHERS:

Name and address of lessee \_\_\_\_\_

No. of acres \_\_\_\_\_ Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_

Terms of lease \_\_\_\_\_ Lease termination date \_\_\_\_\_

Share cropped to others: Crop \_\_\_\_\_ % to owner \_\_\_\_\_ Acres \_\_\_\_\_

List expenses paid by land owner \_\_\_\_\_

REMARKS ON INCOME, ETC.:

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

Signed Merwyn J. Risky Date Dec. 5, 1972

Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

Adopted 11-28-72

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

8th day February 1973

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

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

Resolution recorded: February 9, 1973, Vol. 681  
Page 891, official records, County of Siskiyou.

RECORDED AT REQUEST OF  
Siskiyou County Clerk  
OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

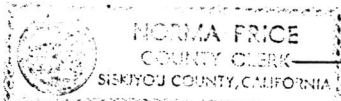
FEB 26 8 57 AM '73  
O.R. Vol 682 Page 917  
RECORDED No Charge

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 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File Recorder



NORMA PRICE  
County Clerk and ex-Officio Clerk of the Board of Supervisors of Siskiyou County, California

By Jeanne Kendrick  
Deputy Clerk

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MAY 3 8 30 AM '74  
Vol. 709 Page 333  
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13331

FORM APPROVED  
This *2nd* day of *May*, 1974  
SISKIYOU COUNTY, CALIF.  
*Frank J. Demarco*  
SISKIYOU COUNTY CLERK

OK  
*AKH*

RECORDER FEE \$ No. Charge

ADDENDUM TO LAND CONSERVATION CONTRACT #187

THIS IS AN ADDENDUM to the Land Conservation Contract between *Maryann L. & Dorothy Rikay, et al* and the COUNTY OF SISKIYOU, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou on the *Feb. 8*, 1973, and attached hereto as "Exhibit 1".

RECITALS:

1. WHEREAS, the parties to the aforesaid Land Conservation Contract which is attached as "Exhibit 1" hereto, has not been fully completed by the parties prior to recordation, in that "Exhibit A", which is attached to that said agreement has not been fully completed, nor have all of the appropriate blanks been completely filled prior to the recordation of the aforesaid contract,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the Clerk of the Board of Supervisors of the County of Siskiyou is authorized to complete "Exhibit A" to the aforesaid contract listing thereon a description of the property which has been accepted for contract pursuant to the California Land Conservation Act (Agricultural Preserve Contract).

2. It is further mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to fill in the appropriate blanks in the aforesaid Land Conservation Contract.

3. It is mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to record the said Addendum upon execution by the Board of Supervisors of the County of Siskiyou

DATED: April 25, 1974  
~~October 17,~~

Merwyn S. Rickey  
Dorothy Rickey  
OWNER

COUNTY OF SISKIYOU, BOARD OF SUPERVISORS

BY Ernest A. Haliden  
Chairman

ATTEST:

Norma Rice  
Clerk, Board of Supervisors

STATE OF CALIFORNIA )  
County of Siskiyou ) ss.

On this 17th day of October, 19 73,  
before me, Jewel M. Smith, a Notary Public, in  
and for said Siskiyou County, personally appeared  
Merwyn S. Rickey and Dorothy Rickey  
known to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged to me that  
they executed the same.

Jewel M. Smith  
Notary Public

My Commission Expires:

STATE OF CALIFORNIA )  
County of Siskiyou )

On this 25th day of April, 19 74,  
before me, Robin Watson, a Notary Public, in and  
for said Siskiyou County, personally appeared  
Ernest A. Haliden 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: 4-1-75

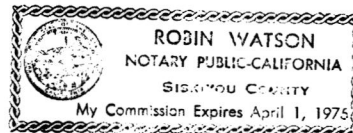


EXHIBIT "A"

List Assessor's Parcel Numbers below:

24-380-210

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

25th day April 1974

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned

ADDENDUMS TO LAND CONSERVATION CONTRACTS APPROVED AND CLERK AUTHORIZED TO RECORD.

It was moved by Supervisor Wacker, seconded by Supervisor Porterfield, that upon the certification of Robert K. Fink, Senior Appraiser, Rural, Siskiyou County Assessor's Office, that he has reviewed the Addendums to the Land Conservation Contracts and with the information available to the Assessor's Office he found that all material contained in the addendums is correct and in proper order, the Board does hereby approve the Addendums to the Land Conservation Contracts between the County of Siskiyou and the following persons, and the Chairman is authorized to sign and the Clerk is authorized to have said Addendums recorded:

Lila Butler Beck  
Albert J. & Molly Jean Boyle  
Donald G. & Patricia A. Brazil  
Mr. & Mrs. Robert E. Cheyne  
Stanley A. & Betty R. Cooley  
James R. & Maxine L. Dimick  
David Ellison  
Edwin C. Hart, et al  
Merle Dale & Juanita S. Goode  
Ruth K. & Harlan B. Griswold, Jr.  
Silas H. Johnson, Jr.  
Maylene McCoach  
Robert B. McIntosh, et al  
Lewis W. & Mary Ann Parsons  
Lewis W. Parsons  
Merwyn S. & Dorothy Rickey, et al  
Merwyn S. & Dorothy Rickey  
George P. & Alice R. Silveira  
Ray A. & Geraldine V. Torrey  
Harold B. & Dolores L. Tozier  
Doris S. & George W. Young, Jr.

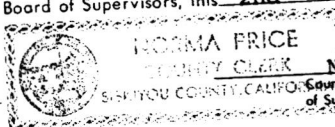
AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.  
NOES: None.  
ABSENT: None.

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 4-25-74

Witness my hand and the seal of said Board of Supervisors, this 2nd day of May, 1974.

cc: File  
Assessor  
Recorder



By Norma Price Deputy Clerk  
NORMA PRICE  
COUNTY CLERK  
SISKIYOU COUNTY, CALIFORNIA  
County Clerk and ex-Officio Clerk of the Board of Supervisors of Siskiyou County, California

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# COUNTY OF SISKIYOU

## COMMUNITY DEVELOPMENT DEPARTMENT

Building ♦ Environmental Health ♦ Planning  
806 South Main Street, Yreka, California 96097  
Phone: (530) 841-2100 Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/community-development>

RICHARD J. DEAN  
DIRECTOR

AARON STUTZ, MD  
PUBLIC HEALTH OFFICER

July 29, 2021

WOMACK KRISTIN ETAL  
396 SAN FRANCISCO BLVD  
SAN ANSELMO CA 94960-1639

### 2021 Williamson Act Contract Survey

Contract # 73022A

County staff is asking that each of our Williamson Act contract holders complete the below survey to ensure that the County's Williamson Act program complies with State requirements and that it helps promote the agricultural industry within the County as best as possible. Please complete this form and mail to the address below or email to [planning@co.siskiyou.ca.us](mailto:planning@co.siskiyou.ca.us)

### Planning Department

Attn: 2021 Williamson Act Contract Survey  
806 South Main Street  
Yreka, California 96097

Please check the current use(s) occurring on the property(s) under contract listed on page 2 and the acreage of each.

<input type="checkbox"/> Irrigated Crops	Crop(s) grow n _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Dry farming	Crop(s) grow n _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Orchard	Crop(s) grow n _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Vineyard	Crop(s) grow n _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Irrigated pasture	Number of Head _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Dry Pasture/Range Grazing	Number of Head _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Other	Describe _____	No. acres _____	Leased? YES / NO _____
<input checked="" type="checkbox"/> Open Space or Recreation	Describe <u>We have a cabin on 15 acres</u>	No. acres <u>15</u>	Leased? YES / NO <u>(NO)</u>
<input type="checkbox"/> Temporarily Suspended Operations	Describe _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Conservation Program Participation	Describe _____	No. acres _____	Leased? YES / NO _____
<input type="checkbox"/> Operations Discontinued	Describe _____	No. acres _____	Leased? YES / NO _____

BUILDING  
Vacant, Deputy Director

ENVIRONMENTAL HEALTH  
Vacant, Deputy Director

PLANNING  
Kirk Skierski, Deputy Director

**WATER SOURCE**

- Agricultural Well      Number of wells: \_\_\_\_\_
- Irrigation District      District Name: \_\_\_\_\_
- Riparian Irrigation      Riparian Source: \_\_\_\_\_

*We share a well with a neighbor, and it is not an agricultural well.*

**TYPE OF IRRIGATION** (Pivot, wheel line, drip, ditch, etc.)

*none*

**LAND LEASED TO OTHERS**

Name of Tenant: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Number of acres: \_\_\_\_\_

**LAND LEASED FROM OTHERS**

Name of Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Number of acres: \_\_\_\_\_

If this survey is not submitted to the county by August 31, 2021 or it is deemed incomplete, you will be sent a notice giving you 30 days to complete. If the completed report is not received at that time, we may request additional information and inspect the property to verify commercial agricultural operation use.

Should you have any questions about this survey, please do not hesitate to contact Bernadette Cizin, Assistant Planner at (530) 841-2151 or at [bpcizin@co.siskiyou.ca.us](mailto:bpcizin@co.siskiyou.ca.us).

*Kristin Womack*

Print Name

*Kristin Womack*

Sign Name

*August 11, 2021*

Date

Assessor Parcel Number	Contract Number	Total APN Acres
024-382-240	73022A	15

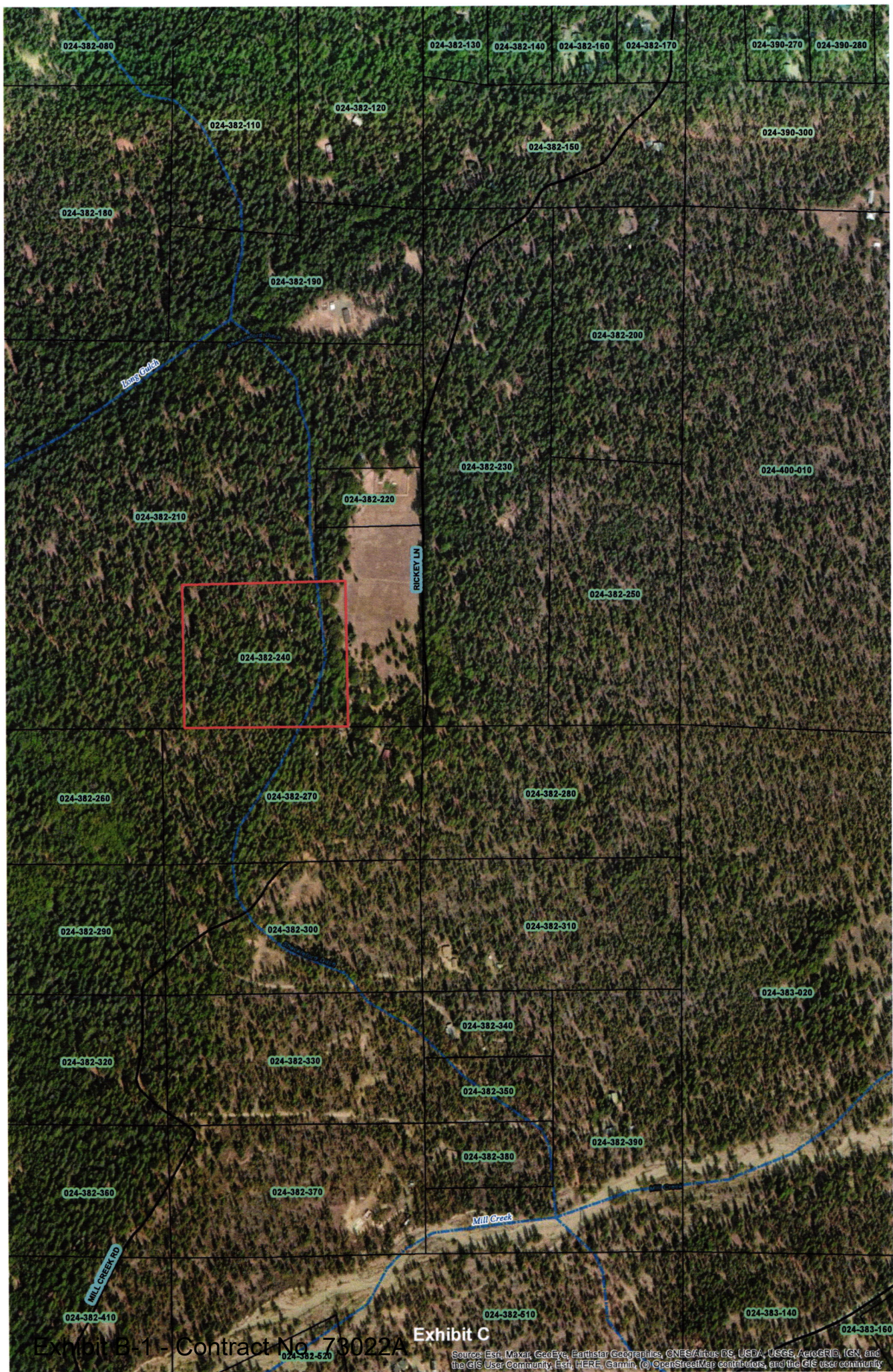


Exhibit B-1 - Contract No. 73022A

Exhibit C

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community