

Staff Report

Submission Date: April 17, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Crawford APA-22-11, Williamson Act Contract No 76010, Application to rescind their property from the existing contracts and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of hay production and livestock grazing.

Location: The project site is located on Freeman Road, north of the community of Grenada on APNs 038-010-100, 038-010-120, 038-020-240, 038-020-250, and 038-020-260, Township 44N, Range 1W, Sections 1, 10, 11 and 12, MDBM.

Exhibits: **A.** Map of property under existing contract No. 76010
B. Location Map
C. Zoning Map
D. NRCS Soils Data and Map
E. Williamson Act Contract Amendment Questionnaire
F. Existing Contract and Establishment of Agricultural Preserve

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 482.5 acres which is currently under contract which has 2 different property owners. To accomplish this request, the Board of Supervisors would need to approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

Parcel Creation

- APN 038-010-100 is a 27-acre legal parcel created by Grant Deed as recorded on November 30, 1964, in Siskiyou County Records in Volume 510 at Page 838.
- APN 038-010-120 is a 135.5-acre legal parcel originally created on October 26, 1917, by Patent No. 605253 and later modified when a portion was separated by Grant Deed.
- APN 038-020-260 is a 120-acre legal parcel created by Grant Deed as recorded on September 15, 1947, in Siskiyou County Records in Volume 214 at Page 491.
- APNs 038-010-240 and 038-010-250 together are one, 200-acre, legal parcel created as Parcel 2 of Boundary Line Adjustment as recorded on July 19, 2002, in Siskiyou County Records as Document No. 2002-10649.

Parcel History

Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 76010 (Clerk’s No. 265) as recorded on February 17, 1976, the Siskiyou County Records in Volume 749 at Page 798.

Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor’s Resolution No 30, Book 7, adopted on February 10, 1976.

Analysis

Preserve Requirements

Preserve Size

According to the Rules for the establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules), agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

All parcels are owned in common and contiguous.

Soils Class

Per County Rules Section III, Item C, Agricultural land in a preserve must contain at least 40 acres of Class I or II equivalent soils and a preserve may not be created for land consisting solely of Class VI or VII.

The land contains approximately 131.2-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
153	40.5	V - Irrigated	3:1	13.5
153	78.5	V – Dryland	6:1	13
177	112	VII – Dryland	10:1	11.2
216	18.5	VIII	Rock Outcrop	0
217	10	III – Irrigated	1:1	10
217	5	III – Non-Irrigated	2:1	2.5
221	30	III – Irrigated	1:1	15
221	140	III – Non-Irrigated	2:1	70
222	48	VI - Dryland	6:1	8
Total	482.5			131.2

Contract Requirements

Zoning

All parcels shall be restricted by zoning to agricultural uses pursuant to Rules Section III, Item D.

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) and Non-Prime Agricultural, 40-acre minimum (AG-2-B-40), as shown on the zoning map (Exhibit C).

Minimum Parcel Size

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

The parcels that are part of the proposal exceed the 40-acre minimum with the exception of APN 038-010-100, which is 27 acres.

Agricultural Production Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production.

The property has historically been used for cattle grazing on all acreage at different times of the year and approximately 50 acres for hay production.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production.

Residential Uses

County Rules Section IV, Item C allows for residential structures, which are to be occupied by persons directly engaged in the commercial agricultural operation.

The residence is owner occupied.

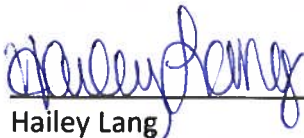
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request, with the exception of the inclusion of the substandard 27-acre parcel, is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. In order to address the issue of the multi-owner contract, the Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution rescinding the 190.39 acres from the existing contract and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use of rangeland and pasture for livestock production and forage, as proposed. However, the Administrator also recommends that the Board direct staff to bring back to the board a recommendation for a Notice of Non-Renewal of the 27-acre parcel that is substandard in size, once the new contract is established.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator

4-20-23

Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on April 17, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

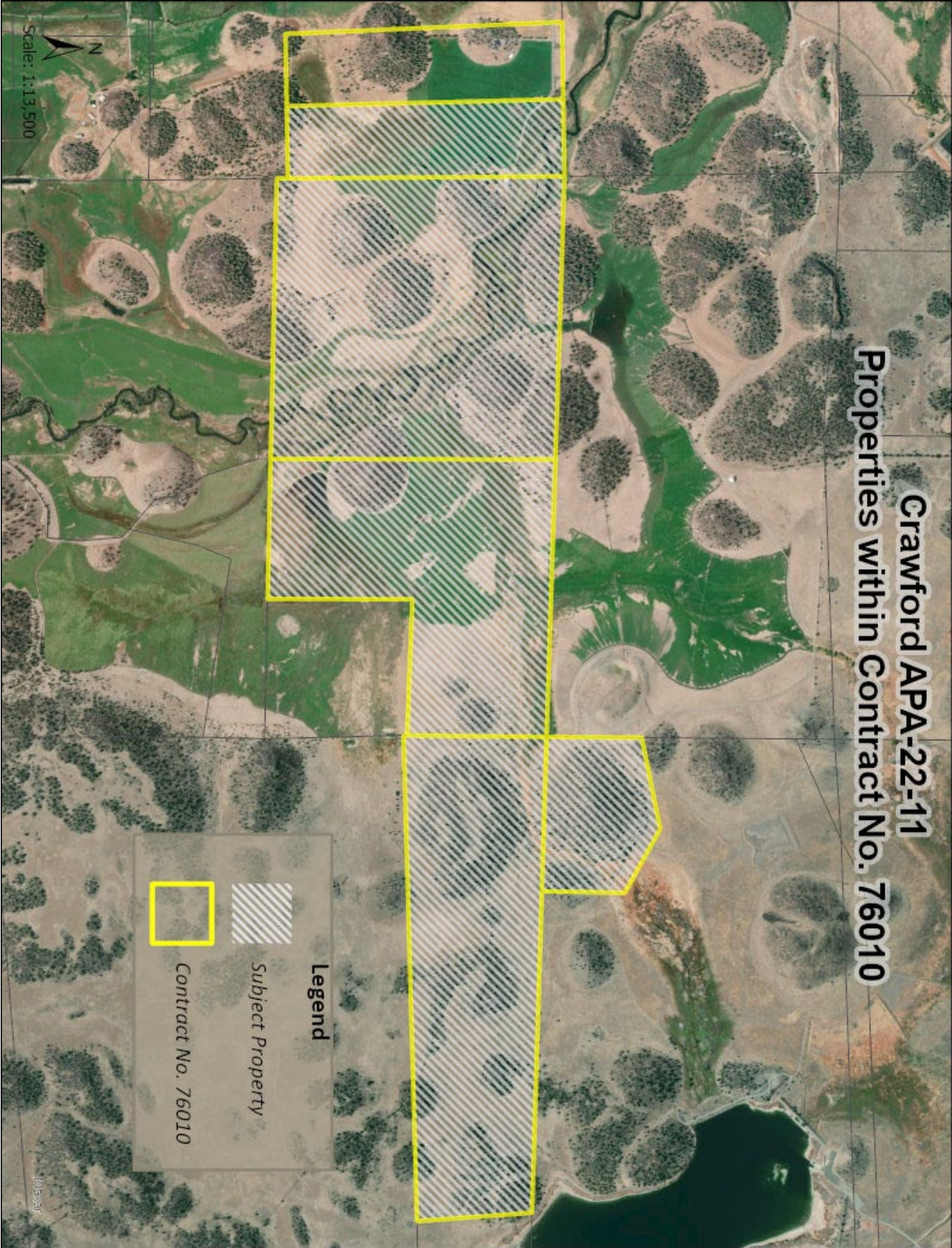


Exhibit A



Exhibit B

Soil Map—Siskiyou County, California, Central Part
(Crawford APA-22-11)

41° 41' 32" N

122° 31' 20" W

41° 41' 32" N

122° 28' 29" W



41° 40' 9" N

41° 40' 9" N

122° 31' 20" W

122° 28' 29" W



































Map Scale: 1:16,100 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Interstate Highways
	Closed Depression		Rails
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Siskiyou County, California, Central Part
Survey Area Data: Version 15, Sep 2, 2022

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

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

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
153	Gazelle silt loam	119.2	24.6%
177	Lithic Haploxerolls-Rock outcrop complex, 0 to 65 percent slopes*	112.7	23.2%
216	Rock outcrop	19.5	4.0%
217	Salisbury clay loam, 0 to 2 percent slopes	15.1	3.1%
221	Salisbury cobbly loam, 0 to 9 percent slopes	170.1	35.1%
222	Settlemeier loam, 0 to 2 percent slopes	48.3	10.0%
Totals for Area of Interest		485.0	100.0%

Agricultural Production Questionnaire

Owner's Name: Caven Crawford Address: 5806 Freeman Rd Montague A96064

Parcel numbers: _____

How long have you owned this land? 10 months

Type of Agricultural Use:

Dry pasture acreage 372.50 Carrying capacity 30 Head

Irrigated pasture acreage ~~80~~ 80 Carrying capacity 80 Head

Dry farming acreage _____ Crops Grown _____ Production per acre _____

Field crop acreage 30 Crops Grown Grass Hay Production per acre 2.5 Ton

Type of Irrigation (pivot line, ditch, etc.) Flood, ~~and~~ Gated Pipe

Row crop acreage _____ Crops Grown _____ Production per acre _____

Grazing AUM 110 Term Per Month Fees paid 0

Other acreage _____ Type _____ Production per acre _____

Other Income and Compatible Uses:

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

Other recreation rights \$ _____ per year _____ type _____

Mining and exploration \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

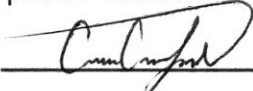
Additional description of use(s) listed above and other compatible uses that do not result in income.

Land Leased to Others:

Name of Owner _____ Number of acres _____
Rental fee per acre _____ Use of land _____
Terms of lease _____ Lease termination date _____
Share cropped with others: Crop _____ Percent to owner _____ Acres _____
List expenses paid by landowner _____

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

Signed:  _____ Date: 8/4/2022

Please return this form to the Siskiyou County Planning Division 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 November 28, 1972.**

Pd. \$ 115.00 filing fee

This... 17th day of Feb., 1976

Clerk's copy

FRANK J. DEMARCO

County Counsel

Frank J. Demarco

10856

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

#265

Mary L. Freeman

OWNER/OWNERS NAME AS RECORDED: Willard J. Freeman
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Federal Land Bank of Berkeley
Farmers Home Administration
(if none - write none)

APPLICANT'S NAME (if other than above): Willard J. Freeman

APPLICANT'S ADDRESS: Rt. 1, Box 443, Montague, Calif.

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

DESIGNATED AGENT: Willard J. Freeman MAILING ADDRESS: Rt. 1, Box 443
Montague, Calif.

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
LIVESTOCK RANCHING	12-010-090	27
" "	12-010-110	135.5
" "	12-020-120	80
" "	12-020-130	280.
Total acreage		<u>522.5</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: Willard J. Freeman
Mary L. Freeman

RECORDED AT REQUEST OF
Siskiyou County Clerk

FOR PLANNING DEPARTMENT USE ONLY:

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

TYPE OF PRESERVE: _____

FEB 17 2 26 PM '76

THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes Vol. 719 Page 798

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

RECORDER FEE \$ no chg.

PREAMBLE TO LAND CONSERVATION CONTRACT

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

WHEREAS, said property is located in Agricultural Preserve established by County by resolution; and

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1976, 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 prupose 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

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

PARCEL I:

Lots 22 and 24 (being the East half of the Northeast quarter) of Section 10, Township 44 North, Range 6 West, Mount Diablo Meridian, according to the Map of "Shasta River Tract", filed in the office of the County Recorder in Book 2 of Surveys, page 143.

PARCEL II:

The Northwest quarter of Section 11, Township 44 North, Range 6 West, Mount Diablo Base and Meridian.

PARCEL III:

The North half of the North half of Section 12, Township 44 North, Range 6 West, Mount Diablo Meridian, the North half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 11, Township 44 North, Range 6 West, Mount Diablo Base and Meridian.

PARCEL IV:

A portion of the Southwest one-quarter of Section 1, Township 44 North, Range 6 West, Mount Diablo Meridian, described as follows:

Beginning at the Southwest corner of said Section 1; thence South $88^{\circ} 45' 30''$ East, 1320.00 feet along the South line of Section 1; thence North $0^{\circ} 31' 45''$ East, 660.00 feet; thence North $56^{\circ} 12' 30''$ West, 641.45 feet; thence South $72^{\circ} 38' 14''$ West, to the West line of Section 1; thence Southerly, along the West line of Section 1 to the Point of Beginning.

EXCEPTING all that portion of the Northeast one-quarter of the Northeast one-quarter of Section 12, Township 44 North, Range 6 West, Mount Diablo Meridian, lying East of the following described line:

Beginning at a point on the North line of said Section 12, from which point the Northeast corner of Section 12 bears South $88^{\circ} 45' 50''$ East, 326.11 feet; thence South $0^{\circ} 31' 45''$ West, to the South line of said Northeast one-quarter of the Southwest one-quarter of Section 11.

EXHIBIT "A"

List Assessor's Parcel Numbers below:

12-010-090

12-010-110

12-020-120

12-020-130

PARCEL 1: Lots 22 and 24 (being the East half of the Northeast quarter) of Section 10, Township 44 North, Range 6 west, Mount Diablo Base and Meridian, according to the Map of "Shasta River Tract", filed in the office of the County Recorder in Liber 2 of Surveys, page 143.

PARCEL 2: The Northwest quarter of Section 11, Township 44 North, Range 6 west, Mount Diablo Base and Meridian.

PARCEL 3: The North half of the North half of Section 12, Township 44 North, Range 6 West, Mount Diablo Meridian; the North half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 11, Township 44 North, Range 6 west, Mount Diablo Base and Meridian.

Notice to the Owner shall be addressed as follows:

Willard J. Freeman
Rt 1, Box 443
Montague Cal. 96064

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

Willard J. Freeman
Mary L. Freeman

OWNER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 24th day of April, 1975, before me, HELEN WALTER, a Notary Public, in and for said Siskiyou County, personally appeared Willard J. & Mary L. Freeman known to me to be the person s whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

OFFICIAL SEAL
HELEN WALTER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SISKIYOU COUNTY
Helen Walter
Notary Public
MY COMMISSION EXPIRES OCT. 19, 1976

My Commission expires: _____

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Norma Rice
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 11th day of February, 1976, before me, Forrest R. Simpson a Notary Public, in and for said Siskiyou County, personally appeared George Wacker 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.

OFFICIAL SEAL
FORREST R. SIMPSON
NOTARY PUBLIC - CALIFORNIA
SISKIYOU COUNTY
Commission Expires Nov. 23, 1977

Forrest R. Simpson
Notary Public

My Commission Expires: Nov. 23, 1977

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 27th day of February, 19 75.

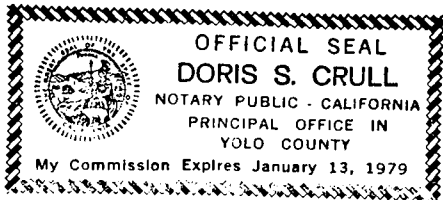
Douglas W. Young
DOUGLAS W. YOUNG, LIENHOLDER State Director
United States of America acting through
the Farmers Home Administration, United
States Department of Agriculture

STATE OF CALIFORNIA)
) ss.
COUNTY OF Yolo)

On this 27th day of February, 19 75,
before me, Doris S. Crull a Notary Public,
in and for said Yolo County, personally
appeared Douglas W. Young known to me
to be the person whose name subscribed to the
within instrument, and acknowledged to me that he
executed the same.

Doris S. Crull
Notary Public

My Commission Expires: January 13, 1979



STATE OF CALIFORNIA)
) ss.
County of Alameda)

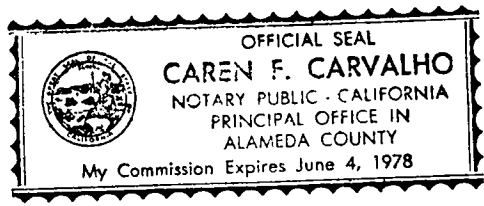
On March 24, 1975, before me, the undersigned notary public in and for said county and State, personally appeared Jack A. Cline, known to me to be,

Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Caren F. Carvalho

Caren F. Carvalho

Notary Public in and for said county and State
~~Residing at~~ June 4, 1978



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 24th day of March, 19 75.

BY: THE FEDERAL LAND BANK OF BERKELEY
LIENHOLDER

BY: [Signature]
Secretary

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: _____

T 44 N R 6 W

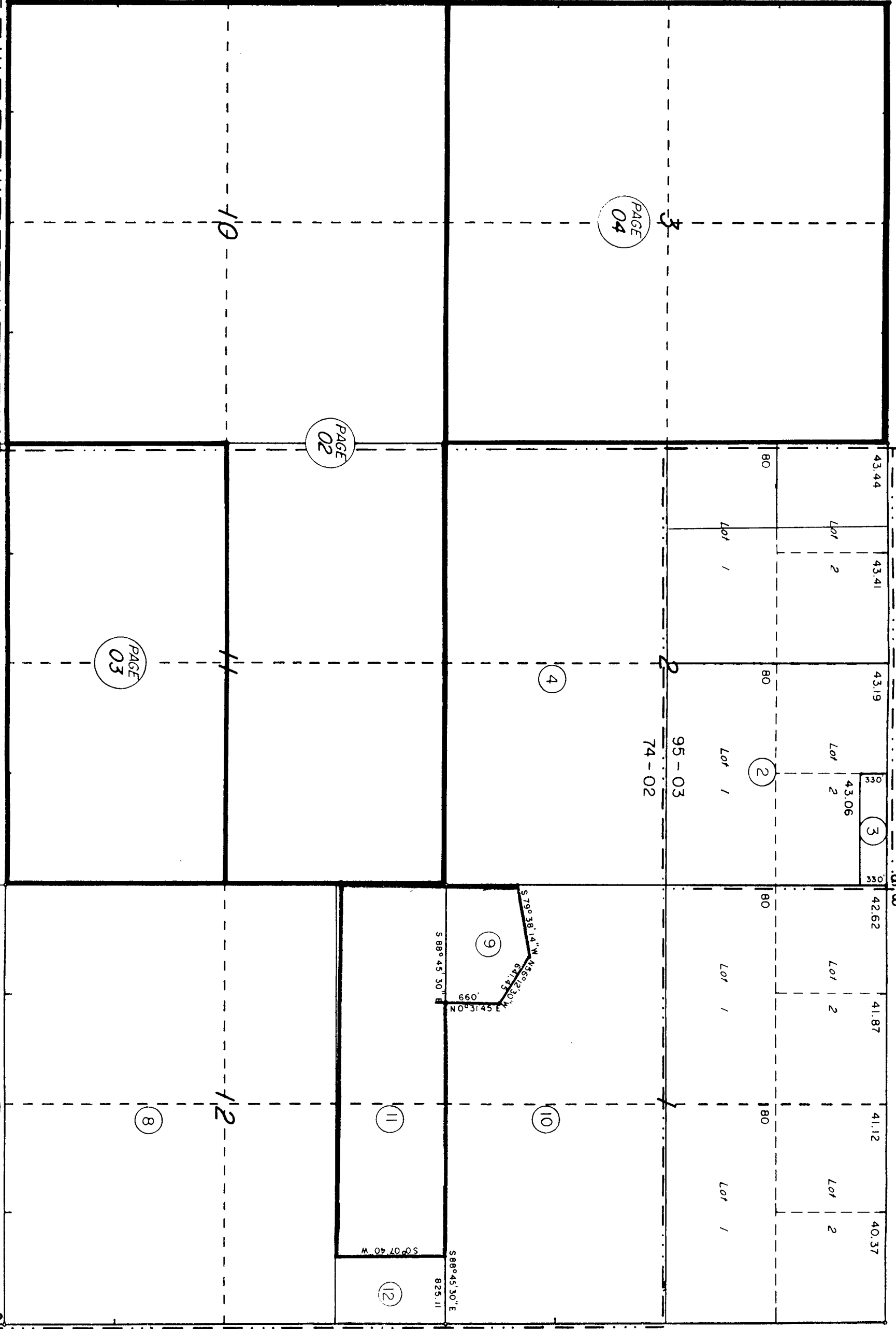
74-05
95-03

95-03
87-02

Tax Area Code
74-02
87-02
95-03

12-01

BOOK
13



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NOTICE: This map page is kept in the office of the Assessor of Siskiyou County. The page number, title, and date of recording may NOT be used in any deed or conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Exhibit F

749 PAGE 811

Assessor's Map
County of Siskiyou, California
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74-05
74-02

74-02
87-02

T 44 N R 6 W
Sec. 10 & N 1/2 of Sec. 11
 Por. of Lot 1 Grenada Ranch Tract & Por. of Shasta River Tract

Tax Area Code
 74-02
 74-05

12-02

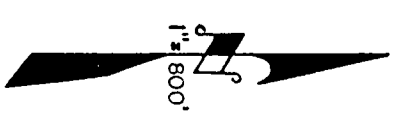
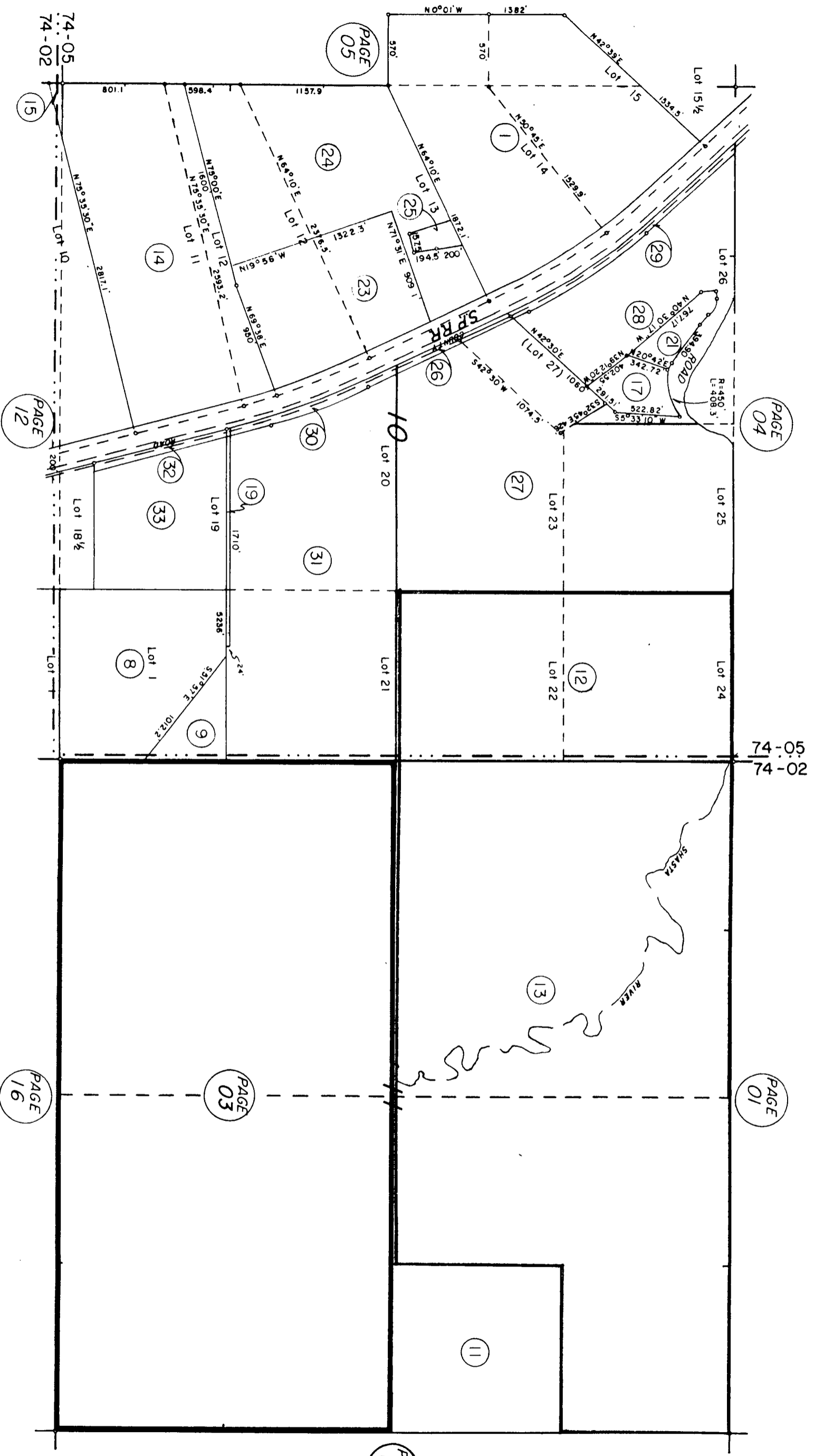


Exhibit F

NOTICE: This map page is from the office of the Assessor of Siskiyou County, Oregon. The map number and page number are shown in the margin.

Assessor's Map
 County of Siskiyou, California

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BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME WILLARD J. FREEMAN ADDRESS RT. 1, Box 443 Montague, Cal.
PARCEL NUMBERS 12-010-090 12-010-110 12-020-120 12-020-130

HOW LONG HAVE YOU OWNED THIS LAND? Bought 1940, 1947, 1948

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 322.5 INCL. SHASTA RIVER - Carrying capacity 30 AMF

Irrigated pasture acreage 85 IRR. & SWB-IRR. Carrying capacity 510 AMF

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 115 Crops grown HAY & PAs Production per acre 3 T.N

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM INCL. IN DRY PAST. Term _____ Fees paid _____

Other acreage _____ Type _____ 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 None 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 None

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 Willard J. Freeman Date 24 April 1975

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.

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

10th day February 19 76

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.
ABSENT: None.

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY 10, 1976.

It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve contracts in agricultural preserve established by Resolution No. 30, Book 7, adopted February 10, 1976, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts.

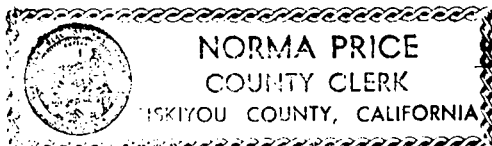
AYES: Supervisors Hayden, Porterfield and Torrey.
NOES: None.
ABSENT: None.
ABSTAINED: Supervisor Belcastro.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)⁵⁵

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 2-10-76.

Witness my hand and the seal of said Board of Supervisors, this 17th day of February, 1976.

cc: File
Recorder



NORMA PRICE
COUNTY CLERK

SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE

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

By

Joanne Davis
Deputy Clerk

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