

Staff Report

Submission Date: June 6, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Proposed Fiock APA-23-06, Application to rescind and reissue Williamson Act Contract to reflect the transfer of property through Boundary Line Adjustment.

Location: The project site is located north of East Oberlin Road, adjacent to the city of Yreka on APNs 013-110-200, 013-110-210, 013-120-550, 013-100-030 and 013-110-150; T45N, R7W, S7, 24, 26, 25 & 36, MDB&M.

Exhibits: **A.** Location Map
B. Zoning Map
C. Boundary Line Adjustment Map
D. Williamson Act Amendment Questionnaire
E. Existing Contract and Establishment of Agricultural Preserve

Background and Discussion

The property owners submitted an application on November 18, 2022, which proposes to transfer approximately 1.5 acres from their parcel in exchange for approximately 1.5 acres from an adjacent parcel (see exhibit C). This project is necessary due to the construction of a small communications facility on the adjacent parcel, which was intended to be constructed on the applicant's property. As one of the subject parcels is encumbered by Williamson Act Contract, the applicant was notified that the contract and Agricultural Preserve would need to be amended. An amendment application was received on May 11, 2023.

In order to complete the boundary line adjustment, we must first address the Williamson Act Contract and Agricultural Preserve by amending the existing contract and preserve to reflect the newly established property boundary.

The project does not propose to increase or decrease the number of acres currently in Agricultural Preserve, rather exchange equal acreage, within 5/100 of an acre, between two parcels.

Parcel Creation

- APNs 013-110-200, 013-110-210, 013-120-550 and 013-100-030 together are one legally created parcel as Parcel 2 of Parcel Map, which was filed for record on in the Siskiyou County Recorder's Office on March 28, 1979, in Book 6 of Parcel Maps at Page 141.

Parcel History

Williamson Act Contract

- The subject property is encumbered by Williamson Act Contract) as recorded February 23, 1978, in Book 807, page 662, Siskiyou County Records. The contract is also identified as Assessor’s Contract No. 78012 and Clerk’s Record No. 331.

Agricultural Preserves

- The subject property is within an Agricultural Preserve established by Board Resolution No. 39, Book 8, adopted on February 14, 1978.

Analysis

Agricultural Preserve Requirements

As the proposal is to transfer approximately 1.5 acres from non-encumbered property to an existing Agricultural Preserve and approximately 1.5 acres from that existing agricultural preserve to the non-encumbered property, the Agricultural Preserve will need to be amended to reflect this transfer of property.

Preserve Size

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

This project consists of only one subject parcel. It exceeds the minimum at 733 acres in size.

Soils Class

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

The land contains mostly Class III soils as shown in the table below and in the NRCS soils data (Exhibit D). Due to the substantial amount of property that is part of this preserve, the proposal greatly exceeds this requirement.

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
219	270	III – nonirrigated	2:1	135
158	146	III - nonirrigated	2:1	73
148	106	VI - nonirrigated	6:1	17.67
220	57	III - nonirrigated	2:1	28.5
142	54	III - nonirrigated	2:1	27
206	44	III - nonirrigated	2:1	22
155	41	III - nonirrigated	2:1	20.5
140	14	III - nonirrigated	2:1	7
Total	733			330.67

Contract Requirements

Zoning

All parcels shall be restricted by zoning to an agricultural use 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 (AG-2) as shown on the zoning map (Exhibit B).

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 resultant parcel exceeds the minimum at 732.96-acres.

Agricultural Production Uses

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

The property has been used for and continues to be used for Rangeland and pasture for livestock production and forage.

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 occupied by a long-term renter.

County Rules Section IV, Item B #5 allows for communication facilities and their incidental appurtenances.

The portion of property that is to be transferred to the Agricultural Preserve contains a small communications facility.

Boundary Line Adjustment Findings

Per County Rules, Section VI. Item B, the Boundary Line Adjustment cannot be approved until the Board of Supervisors makes certain findings Pursuant to Government Code Section 51257.

Williamson Act Findings – Government Code Section 51257

1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
2. No net decrease in the amount of restricted land will result from BLA2223.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcel will be 732.96 acres, which exceeds the 40-acre minimum required.
5. The BLA associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The BLA associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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

Agricultural Preserve Administrator Recommendation

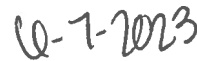
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Government Code Section 51257. The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution rescinding the subject property from the existing contract and reissue a contract which reflects the new parcel boundary approved with the Boundary Line Adjustment.

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 June 6, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

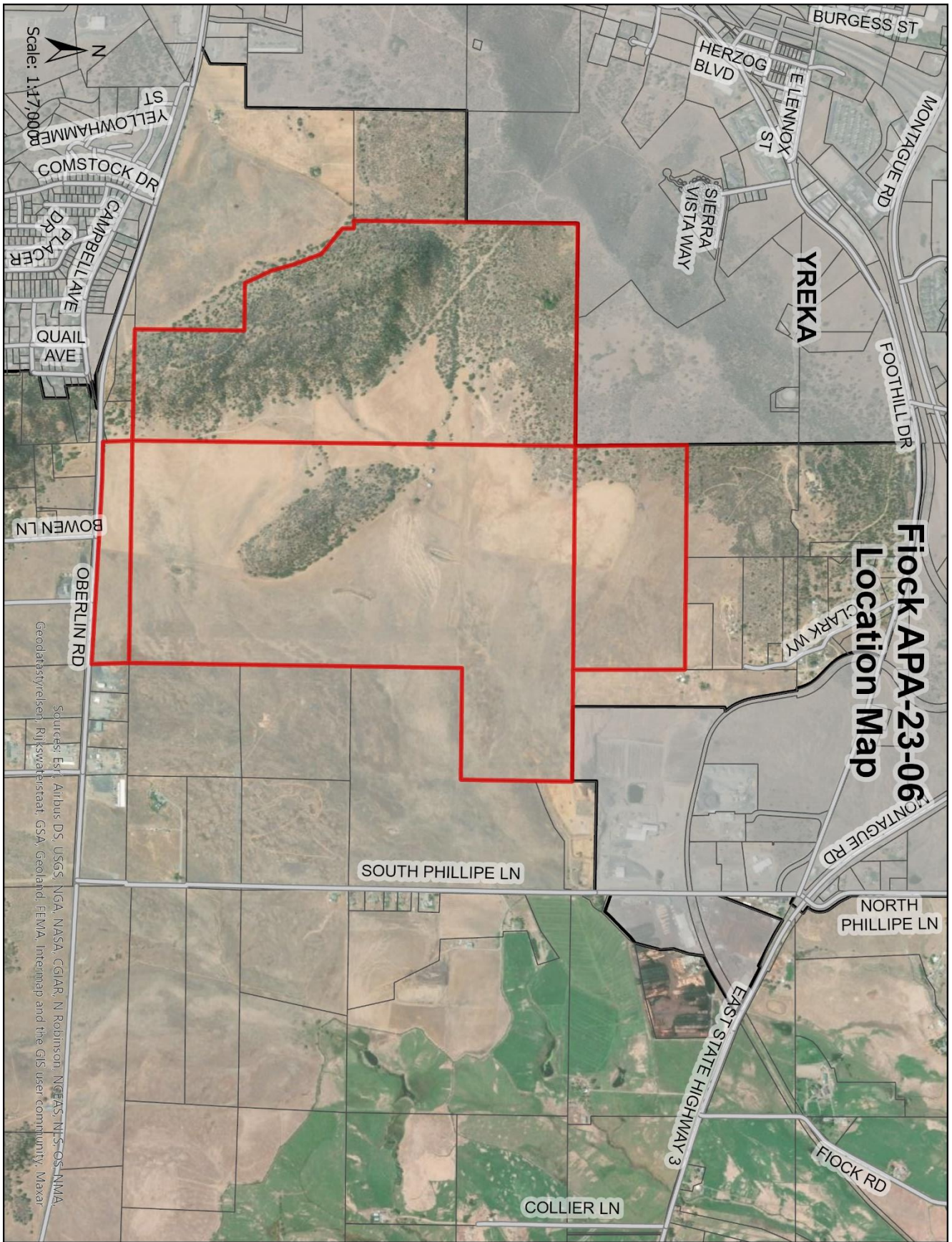


Exhibit A

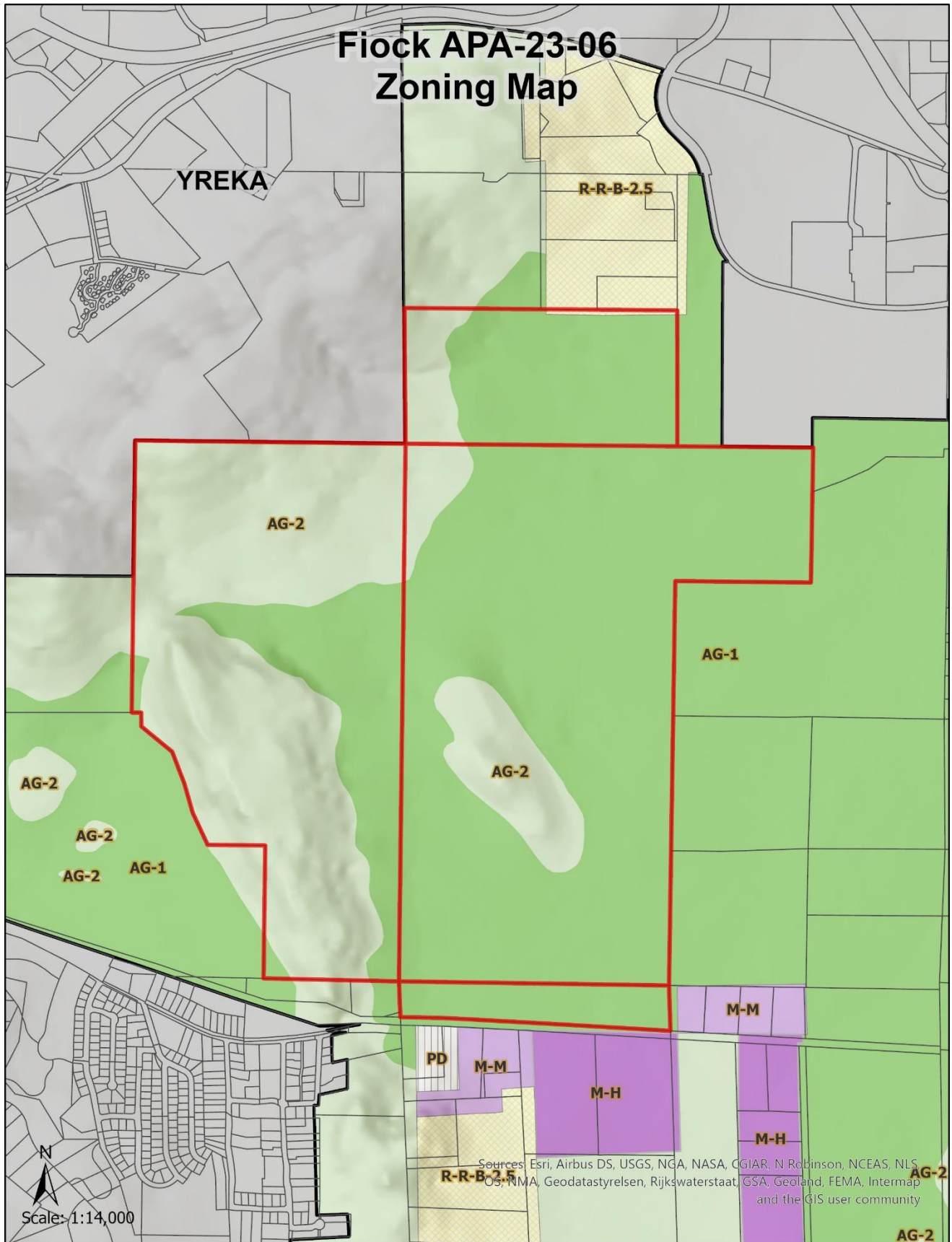


Exhibit B

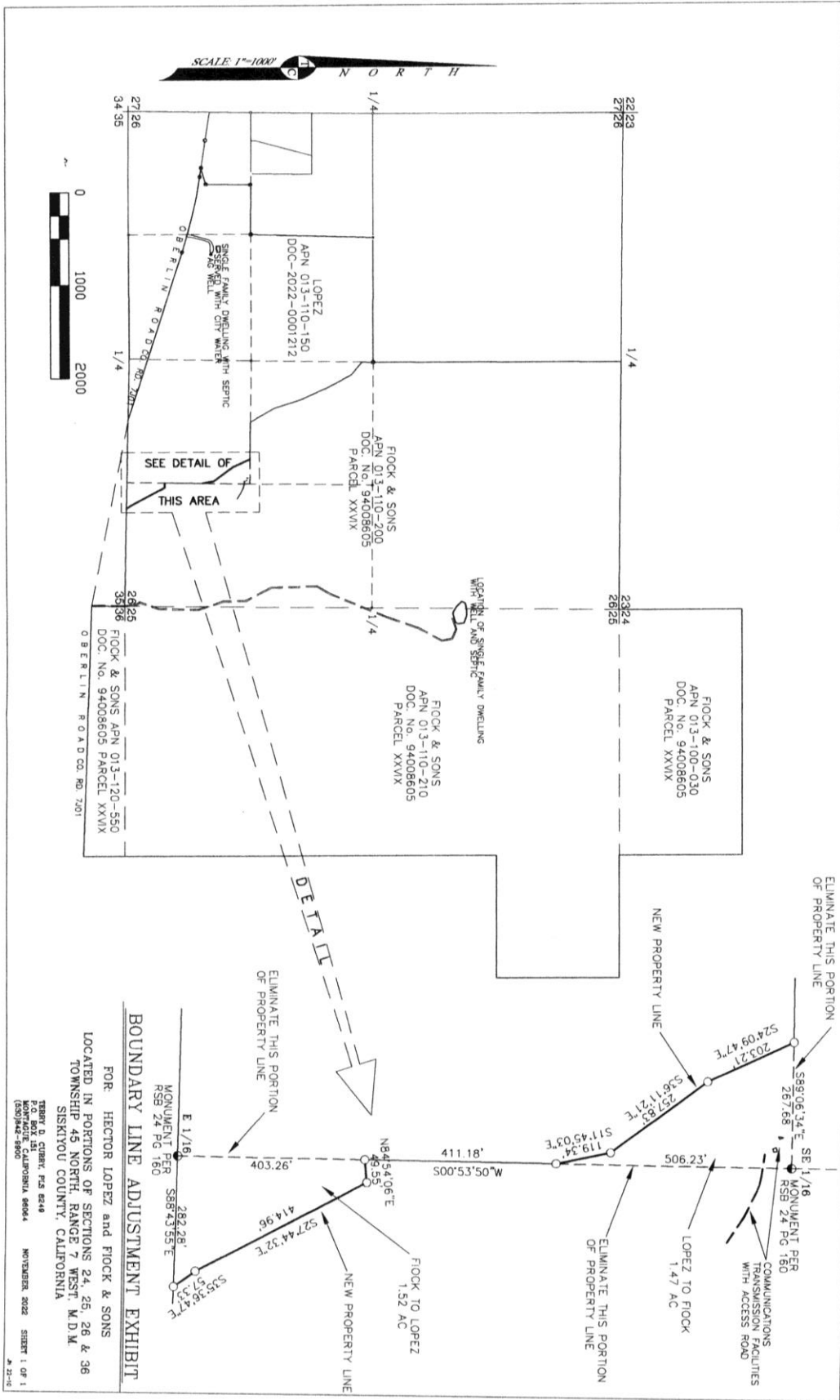


Exhibit C

Williamson Act Contract Amendment Questionnaire

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

Owner's name: E.C. Flock + Sons

Address: 3101 Yreka Ager Rd, Yreka CA 96097

Parcel Numbers: _____

How long have you owned this land? Since 1955

Type of Agricultural Use:

Dry pasture acreage 573

Irrigated pasture acreage _____

Dry farming acreage 160 Crops grown grain hay Production per acre 1 ton/acre

Field crop average _____ Crops grown _____ Production per acre _____

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

Row crop acreage _____ Crops grown _____ Production per acre _____

Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ _____ per year _____ acres

Fishing rights \$ _____ per year _____ acres

Other _____ rights \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner _____ Number of acres _____

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 _____



Certification

The above statements are certified by the undersigned to be true and correct, and this land is used for the intensive production of food or fiber, or the land is used to support the agricultural economy and has public value.

Signed Boyd Fuchs Date 5/11/2023

Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

1. This signed form
2. The completed and signed County standard Application for Development Review
3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
4. A copy of the Grant Deed for each legal parcel
5. The legal description of the land included in the application and proposed change(s)
6. A copy of any and all Deeds of Trust for the land that is included in the application
7. A copy of the property's existing Williamson Act Contract

Planning Staff Comments Below

The above property is within one mile of a city: Yes No

Name of City: _____

Present Zoning _____

Home - Rented

Clarke Copy

14682

(12)

Ad. #11500 # 331

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

FILED

OWNER/OWNERS NAME AS RECORDED: EVERETTE C. FLOCK
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) CAL VET
(if none - write none)
APPLICANT'S NAME (If other than above): _____

BY _____
DEPUTY

APPLICANT'S ADDRESS: Box 395 YREKA, CAL.

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: EVERETTE C. FLOCK MAILING ADDRESS: Box 395 YREKA

RECORDED AT REQUEST OF
Siskiyou County Clerk
00 MIN. PAST 8 A.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 23 1978

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Vol. 807, Page 718

REGISTRY FEE \$ None

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>FARMING + CATTLE</u>	<u>13-100-030</u>	<u>80</u>
<u>" "</u>	<u>13-110-200</u>	<u>270</u>
<u>" "</u>	<u>13-110-210</u>	<u>360</u>
<u>" "</u>	<u>13-120-120*</u>	<u>± 23</u>

*EXCEPTING THEREFROM THAT PORTION OF THE
WY2 OF NE 1/4 OF SECTION 36, LYING NORTH OF OBERLIN ROAD. (± 14 ACRES)
Total acreage ± 733

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: Everette C. Flock

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: _____

FORM APPROVED

This 22nd day of Feb, 1978

FRANK J. DeMARCO

County Counsel
Frank J. DeMarco

SISKIYOU COUNTY, 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.

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

FARMING + CATTLE	13-100-030	80 AC	
"	"	13-110-200	270 AC
"	"	13-110-210	360 AC
"	"	13-120-120*	± 23 AC
			± 733 AC

* EXCEPTING THEREFROM THAT PORTION OF THE W 1/2 OF NE 1/4 OF SECTION 36, LYING NORTH OF OBERLIN ROAD (± 14 ACRES).

Notice to the Owner shall be addressed as follows:

Everette Flock
Box 395 Yreka

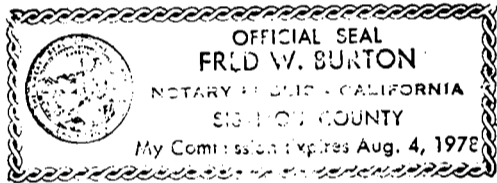
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

Everette C. Flock

OWNER

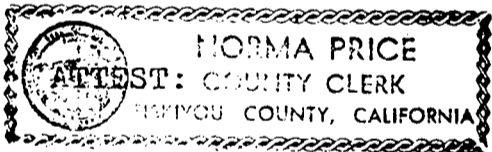
STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 22nd day of September, 1976, before me, Fred W. Burton, a Notary Public, in and for said Siskiyou County, personally appeared Everette C. Flock known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Fred W. Burton
Notary Public

My Commission Expires: Aug 4 1978



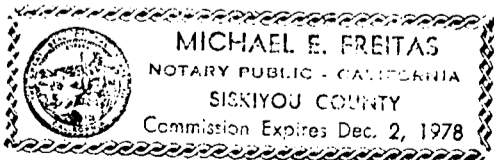
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

G. Wacker
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 22 day of FEBRUARY, 1976, before me, MICHAEL E. FREITAS 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.

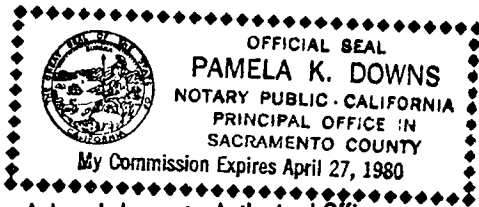


Michael E. Freitas
Notary Public

My Commission Expires: 12-2-78

STATE OF CALIFORNIA }
County of Sacramento } ss.

On November 29, 19 77 before me the undersigned, a Notary Public in and for said County and State, personally appeared Geo. A. Lawrence, known to me to be an authorized officer who executed the within instrument on behalf of the Department of Veterans Affairs of the State of California therein named, and acknowledged that such department executed the same.



T-77e Acknowledgement - Authorized Officer

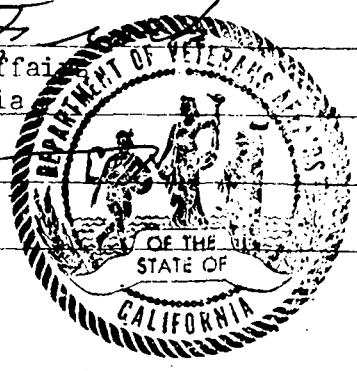
WITNESS my hand and official seal.
Pamela K. Downs

Notary Public in and for said County and State. VIL-807 PAGE 725

Notice to the Owner shall be addressed as follows:

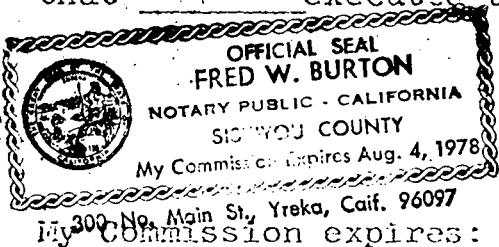
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

X Everett C. Frick
Department of Veterans Affairs
of the State of California
By: Authorized Officer
OWNER

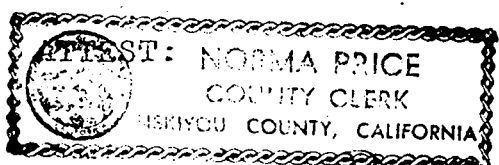


STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 12th day of November, 1977,
before me, Fred W. Burton, a Notary
Public, in and for said Siskiyou County, personally
appeared Everett C. Frick
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Fred W. Burton
Notary Public



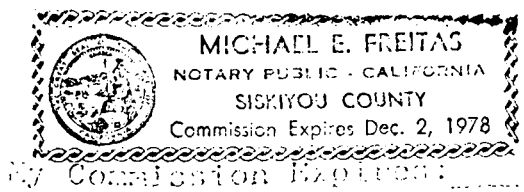
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

George Wacker
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 22 day of FEBRUARY, 1978, before
me, MICHAEL E. FREITAS 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.



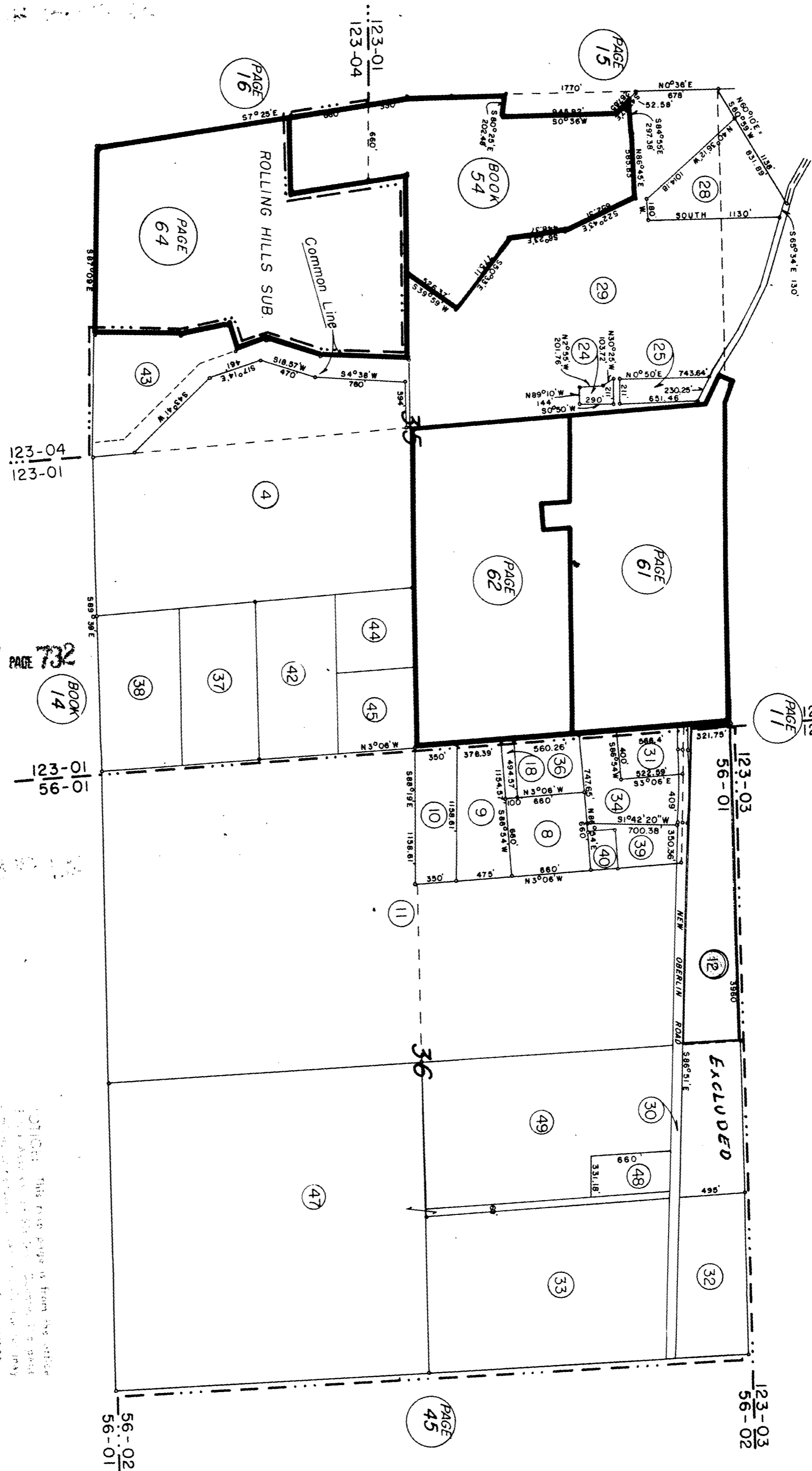
Michael E. Freitas
Notary Public

12-2-78

VOL. 807 PAGE 730 T 45 N 0 R 7 W

Tax Area Code
56-01
123-01
123-04

13-



VOL. 807 PAGE 732
BOOK 14

VOL. 807 PAGE 733

NOTICE: This map page is from the office of the County Auditor, and is subject to the provisions of the Ohio Revised Code, Chapter 57, and the Ohio Revenue and Taxation Code, Section 577.

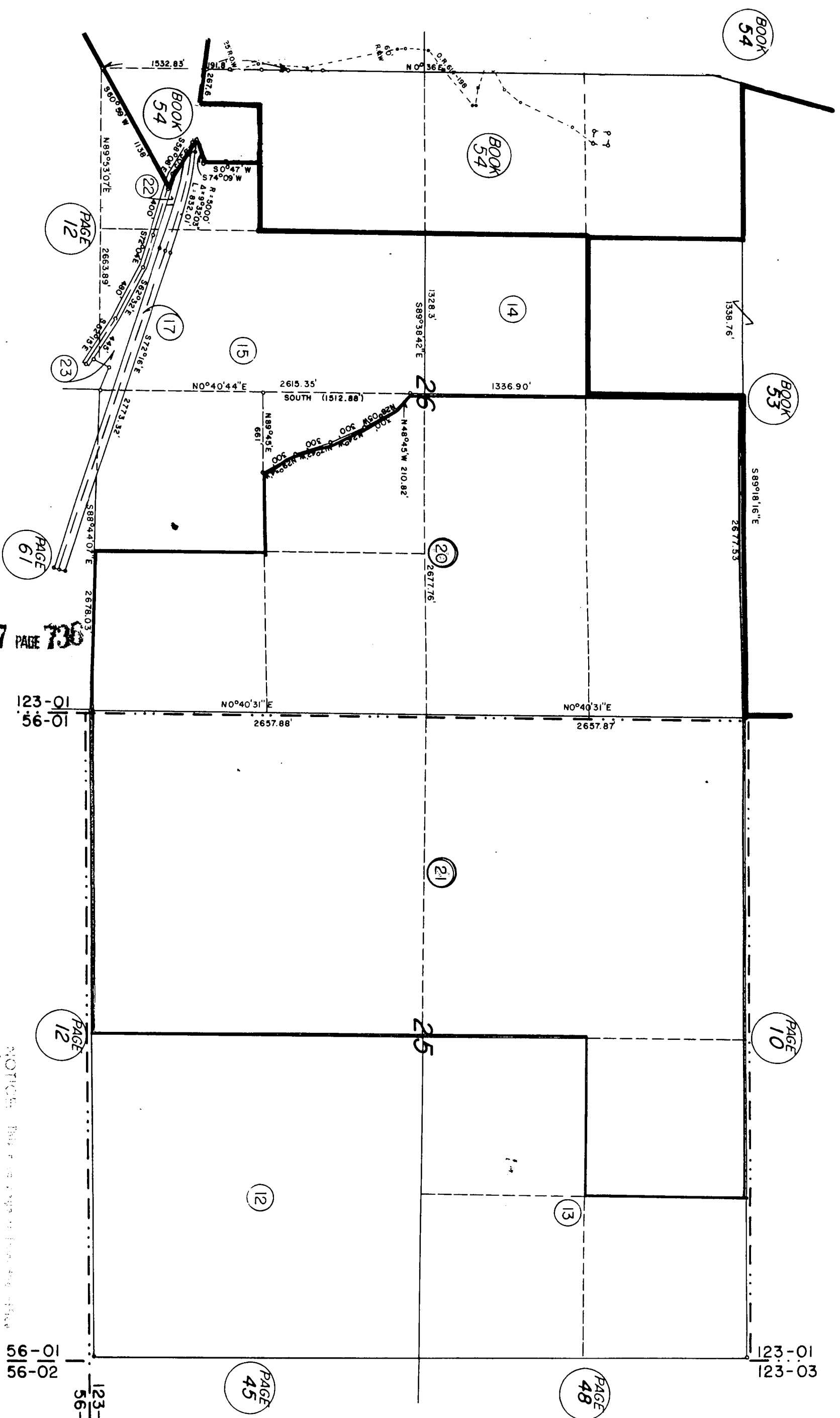


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 T 45 N R 7 W

Tax Area Code
 123-01
 123-03

13-11

1" = 800'
 VOL. 807 PAGE 735



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123-01
 56-01

PAGE 12

56-01
 56-02

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Exhibit E

Exhibit C

NOTICE: This map was prepared from the office of the Auditor of the State of Iowa, and the same is published for the purpose of showing the location of the sections and townships and tax lots and tax sections.

VOL. 807 & 738
S 1/2 of Sec. 24 T45N R7W

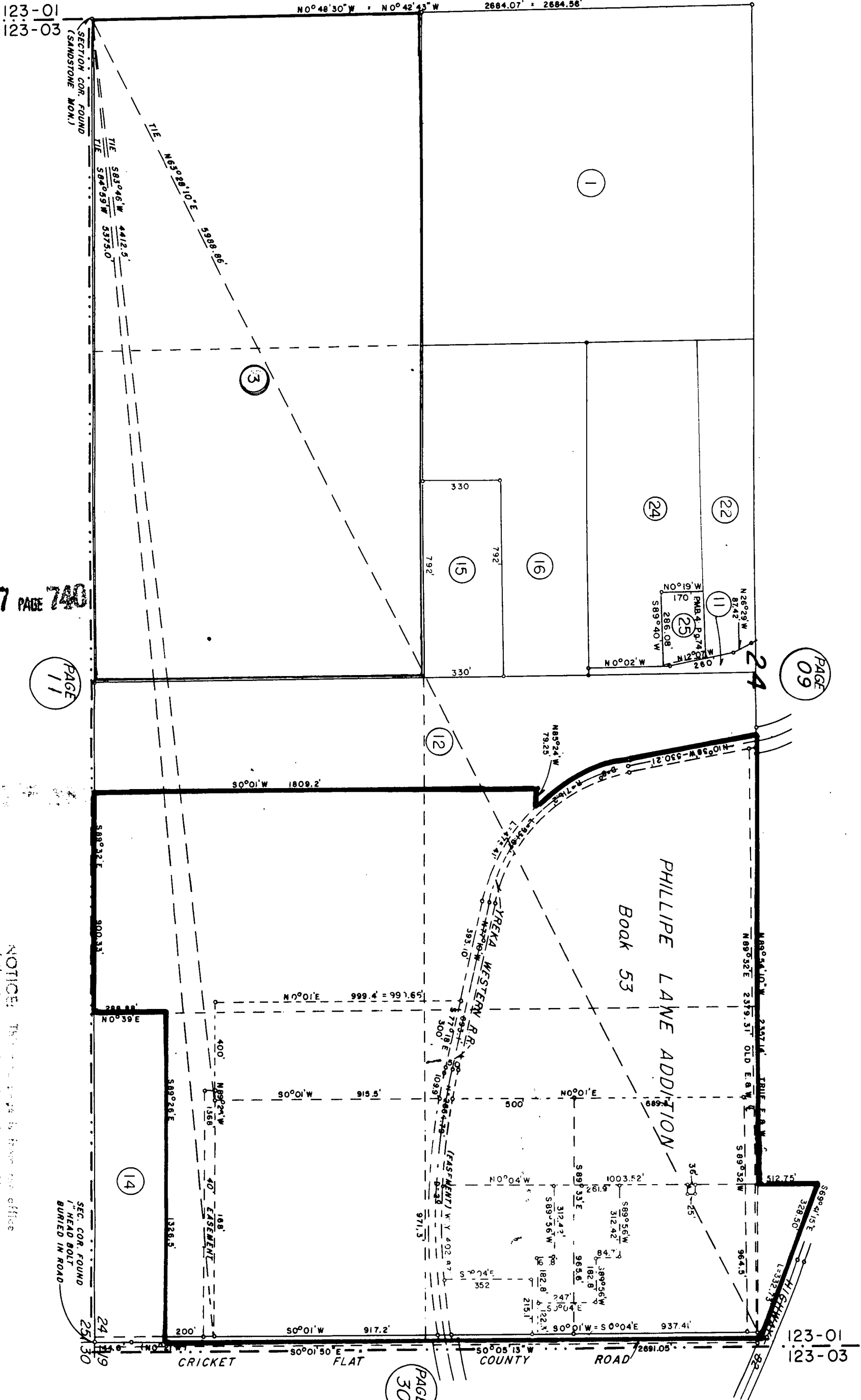
Tax Area Code
123-01

13-10

VOL. 807 PAGE 740

PAGE 11

NOTICE: This map is from an office of the Assessor & Treasurer of the State of Iowa. The page number, etc., is for the convenience of the user and is not to be used as a basis of conveyance. REVENUE AND TAXATION CODE, SECTION 327



BOOK 53

PAGE 09

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Exhibit E

Exhibit C

COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME EVERETTE C. FLOCK ADDRESS Box 395 YREKA, CALIF

PARCEL NUMBERS 13-100-030 13-110-200 13-110-210 13-120-120*

* EXCEPTING THEREFROM THAT PORTION OF THE W 1/2 OF NE 1/4 OF SECTION 36 LYING NORTH OF OBERLIN ROAD (± 14 AC)
HOW LONG HAVE YOU OWNED THIS LAND? 21 YEARS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 325 AC Carrying capacity 50 HD/7mo

Irrigated pasture acreage _____ Carrying capacity _____

Dry farming acreage 400 AC Crops grown HAY/GRAN Production per acre 1 1/2 T/AC / 3/4 T/AC

Field crop acreage _____ Crops grown _____ Production per acre _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage 8 AC Type FARMSTEAD Production per acre 0

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 RICHARD CRAWFORD No. of acres 65

Rental fee per acre SHARECROP 25/75 Use of land FARMING

Terms of lease YR TO YR Lease termination date 12/31/77

Share cropped with others: Crop WHEAT % to owner 25 Acres 65

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 Everette C. Flock Date Sept 28, 1977

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

RESOLUTION APPROVING NEW AGRICULTURAL
PRESERVE CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION
NO. 39 , BOOK 8 , ADOPTED
FEBRUARY 14, 1978

WHEREAS, the County of Siskiyou has established certain Agricultural Preserves within the County of Siskiyou; and,

WHEREAS, the procedural requirements for establishment of said preserves as required by the Land Conservation Act of 1965, as amended, have been followed,

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter into Agricultural Preserve Contracts (Williamson Contracts) with the following landowners in the established Agricultural Preserves, said Agricultural Preserves having been established by Resolution No. 39 , Book 8 , adopted on February 14, , 1978, and the Chairman of the Siskiyou County Board of Supervisors is authorized to sign said contracts on behalf of the County of Siskiyou, and the Clerk is directed to record said contracts prior to March 1, 1978.


BE IT FURTHER RESOLVED, that all Agricultural Preserve Contracts, as hereinabove approved by the Board of Supervisors, are hereby described in Exhibit "A" attached hereto and made a part hereof.

PASSED AND ADOPTED this 14th day of February , 1978, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

ABSENT: None.

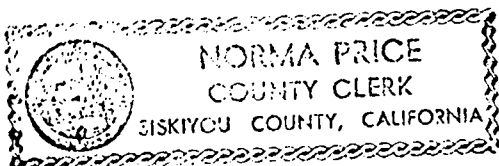


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

BY 
Deputy



RESOLUTIONS	
NO.	<u>40</u>
BOOK	<u>8</u>

EXHIBIT "A"

ROSS PARK HOMES, INC. 20-040-080
2510 Stevens Creek Blvd. 20-050-020
San Jose, California 95128

BOOS, Paul N. and Margaret 4-060-150
Star Route 4-060-250
Montague, California 96064 4-070-080
4-070-110
4-070-130
4-070-170
4-070-190

BORTALAZZO, Victor & Ruth 12-26-201
P.O. Box 104 12-27-151
Grenada, California 12-27-221

BRAY, Eugene W. & Patricia C. 13-250-500
Rt. 1 Box 638
Montague, California 96064

BURTON, Edward S. & Emma S. 15-410-320
Rt. 1 Box 60 15-560-010
Ft. Jones, Ca. 96032 15-590-210
15-560-100
15-560-110
15-570-070

BUSCOMBE, William H. 22-220-200
P.O. Box 5 22-250-310
Gazelle, California 96034

CAVENER, Mary D. 3-130-180
Star Rt. Box 22
Macdoel, California

CLEMENT, Paul & Edward H. 13-250-430
Rt. 1 Box 631 13-260-230
Montague, California 13-260-390
13-260-410
13-260-050

CLEMENT, Paul & Edward & Albert 13-260-140
Rt. 1 Box 631 13-260-150
Montague, California 13-260-360
13-260-380

COOK, Cyril H. & June M.
Rt. 1 Box 610
Montague, California 96064

5-120-200
5-120-440
5-130-080
5-130-100

EVANS, Gail & Joan G.
Rt. 1 Box 58
Ft. Jones, California 96032

24-110-490

FIOCK, Everette C.
Box 395
Yreka, California 96097

13-100-030
13-110-200
13-110-210
13-120-120

FIOCK, Henry E. (Estate)
c/o Everette C. Fiock &
Mrs. Henry E. Fiock
Box 395
Yreka, California 96097

13-260-080
13-260-120
13-260-190
13-260-330
13-260-350
13-280-250
13-280-310
13-280-330
13-310-020
13-310-050
13-310-060

FLACK, Virgil L. & Barbara Jane
P.O. Box 728
464 Bel Air Drive
Weed, California 96094

22-400-010

FRANKLIN, Jesse & Bertha
Box 44
Grenada, California 96038

12-130-010

GOODE, Dale & Juanita S. Goode
Route 1 Box 55
Klamath Falls, Oregon 97601

3-410-460
3-410-690
3-410-700
3-410-490
3-440-290
3-440-300
3-440-330
3-440-340
3-440-180
3-420-200

HAGEDORN, Harvey
Rt. 1 Box 619
Montague, California 96064

5-37-1
5-37-8
5-36-3

HAYDEN, Frank J.
Star Route
Etna, California 96027

23-290-020
23-290-050
31-240-110

HAYDEN, Nerva M. & Gladys
Star Route
Etna, California 96027

23-030-060
23-030-330
23-030-370
23-030-090
23-030-110
23-030-340
23-030-350
23-040-240
23-040-250
23-070-370
23-070-380
23-070-390
23-450-070
23-460-030
23-210-070
23-220-030
23-220-020
23-260-050
23-270-070
23-280-070
23-290-040
23-290-070
23-290-080
23-290-030
23-310-010
23-400-050
23-410-090
23-410-100
23-410-060
31-210-020
31-210-050
31-230-020
31-240-270
31-240-310
31-240-430
31-240-480
31-240-490
31-240-500
31-240-510
31-240-520
31-240-530
31-240-540
31-240-550
31-250-020
31-250-040
31-250-200
31-250-330
31-250-340
31-560-030

HOWIE, Jean S.
Rt. 1 Box 780
Yreka, California

12-080-070 12-290-020
12-080-090 12-300-010
12-090-020 12-330-030
12-090-050 12-330-040
12-090-090 12-340-020
12-090-110 12-350-010
12-100-020 12-350-020
12-100-050 12-360-030
12-110-010 12-390-030
12-110-020 14-330-060
12-290-010 22-390-040
12-100-070 12-380-040
13-330-110
13-360-010

HUFFORD, Kenneth J. & Barbara A.
Rt. 1 Box 548
Montague, California 96064

ITEN, Carl J. & Velma M.
P.O. Box 63
Grenada, California 96034

12-150-040 12-190-080
12-180-020 12-140-120

JOHNSON, George R.
Rt. 1 Box 102
Montague, California 96064

12-510-030

LAIRD, Robert M. & Alice J.
132 Belhaven Drive
Los Gatos, California 95030

002-270-030
002-270-050
002-290-040
2-400-010
2-330-080

MAYES, James W. & Mary Anne
P.O. Box 255
Dorris, California 96023

2-080-150

MONCHAMP CORPORATION
Clifford Monchamp
Rt. 1 Box 639
Montague, California 96064

13-330-080
13-330-180
13-330-220
13-340-140

MCCRACKEN, J.H. & Marjorie
P.O. Box 100
Gazelle, California 96034

22-300-030
22-300-040
22-300-070

OXLEY, Bruce & Carol
Star Route
Etna, California 96027

23-140-240
23-140-070
23-560-100
23-570-190
23-570-200
23-560-090

PARSONS, Lewis W.
ROBISON, Carroll
P.O. Box 99
Macdoel, California 96058

2-330-110
2-340-170
10-130-200
10-130-180

RAZO, Mary S.
OLIVOLO, John & Laura Jean
Rt. 1 Box 613
Montague, California 96064

5-120-190
5-130-090

ROOT, Mark T. & Beth L.
P.O. Box 28
Grenada, California 96038

12-160-030
12-030-040

SELLSTROM, Thora c/o Thora Leoni P.O. Box 738 Yreka, California 96097	13-470-200
SELLSTROM, Maurine Rt. 1 Box 458 Montague, California 96064	13-420-070
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-231
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-211
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-181
STEWART, Malcolm D. & Susan P.O. Box 90 Grenada, California 96038	12-180-030 12-190-100 12-170-060
STORY, Eva Box 442 Antioch, California 94509	28-310-040
Notices also to: Ed McCoach 2914 Shasta View Drive Redding, Ca. 96001	
SWENSON, Vernon L. & Leora Rt. 1 Box 197 Mt. Shasta, California 96067	29-120-270 29-120-280 29-120-290
WALKER, Robert Z. & Carolyn H. MAVIS, Geoffrey O. & Laurie Y. 1888 Century Park East, Suite 800 Los Angeles, California 90067	5-090-560 5-080-120 4-100-060
WHITSETT, Frank & Mildred E. 1200 Maple Street Yreka, California 96097	22-240-010 22-440-010 22-450-020 22-460-010 22-480-060 22-480-210
YORK, Dorman R. & Marita E. Rt. 1 Box 606 Montague, California 96064	5-130-120 5-130-060 5-120-150 5-160-020 5-370-100 5-380-150 5-160-391 5-160-401
YOUNG, Gladys T. Rural Route 1 Box 562 Etna, California 96027	23-030-260 23-030-240 23-030-250
JACKSON, John S. & Patricia J. Rt. 1, Box 640 Montague, CA 96064	13-330-010