

Staff Report

Submission Date: July 24, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: MMZ, LLC APA-23-09, Williamson Act Contract No 20031, 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 livestock grazing.

Location: The project site is located on Freeman Road, north of the community of Grenada on APNs 041-301-260, 041-301-280 and 041-301-320, Township 46N, Range 6W, Sections 34 & 35, MDBM.

Exhibits: **A.** Map of property under existing contract No. 20031
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 413 acres which is currently under a contract which has 2 different property owners.

The applicant does not propose to increase or decrease the acreage in Agricultural Preserve.

Parcel Creation

- APNs 041-301-260, 041-301-280 and 041-301-320 together are one legal parcel, originally created as a parcel 4 of Waiver as recorded on October 30, 1980, in Siskiyou County Records in Volume 902 at Page 80. This parcel was later modified as it is the remainder parcel of a Parcel Map as recorded in the Siskiyou County Records on November 15th in Book 9 of Parcel Maps at Page 195.

Parcel History

Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 20031 (Clerk's No. 51) as recorded on November 18, 2002, the Siskiyou County Records as Document No. 02-0018228.

Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 02-222, adopted on November 12, 2002.

Analysis

Preserve Requirements

Property ownership

Under the County Rules Section VI, Item B, parcels within an agricultural preserve should be under one ownership or contiguous.

The existing Ag Preserve consists of property under several different ownerships and the property is not contiguous. The existing Ag Preserve should be amended to remove the subject property and a new Ag Preserve be established, consisting solely of the subject 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.

The subject property is one parcel at 413 +/- acres, exceeding the 100-acre minimum parcel 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 approximately 194-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>
148	204	VI	3:1	68
157	124	VI	3:1	41
147	78	III	1:1	78
146	3	III	1:1	3
155	3	III	1:1	3
156	2	IV	2:1	1
Total	414			194

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.

Only one parcel is part of this project. At 413 acres, it exceeds the minimum acreage requirement.

Agricultural Production Uses

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

The property has historically been used for and continues to be used for cattle grazing.

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 an employee.

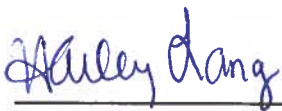
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

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. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the 413 acres, establish a new preserve consisting of the 413 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed properties within the newly established 413-acre preserve.

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 24, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

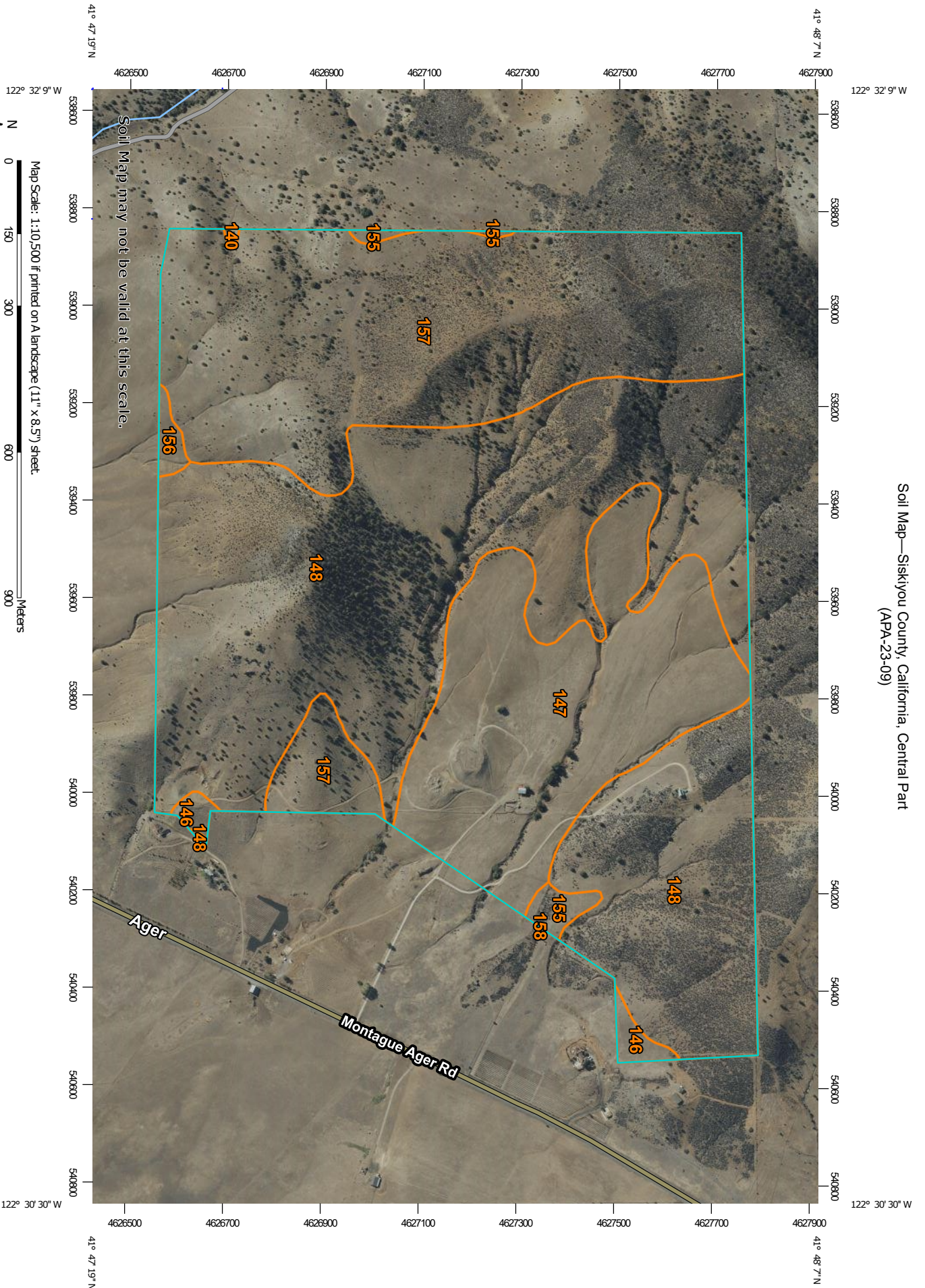


Exhibit A






















Exhibit B

Soil Map—Siskiyou County, California, Central Part
(APA-23-09)



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		Rails
	Closed Depression		Interstate Highways
	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.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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
140	Dotta loam, 2 to 9 percent slopes	0.2	0.0%
146	Duzel gravelly loam, 5 to 9 percent slopes	3.2	0.8%
147	Duzel gravelly loam, 9 to 15 percent slopes	78.1	18.8%
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	204.2	49.2%
155	Hilt sandy loam, 2 to 15 percent slopes	3.1	0.7%
156	Hilt sandy loam, 15 to 30 percent slopes	1.7	0.4%
157	Hilt stony sandy loam, 2 to 50 percent slopes	124.1	29.9%
158	Hilt-Rock outcrop complex, 2 to 50 percent slopes	0.0	0.0%
Totals for Area of Interest		414.7	100.0%

Agricultural Production Questionnaire

Owner's Name: MMZ, LLC Address: Post Office Box 130, Grenada, California 96064

Parcel numbers: 041-301-260, 041-301-280 and 041-301-320

How long have you owned this land? May 14, 2014 to the present

Type of Agricultural Use:

Dry pasture acreage 400 Carrying capacity 50 HEAD
Irrigated pasture acreage 0 Carrying capacity 0
Dry farming acreage 0 Crops Grown 0 Production per acre 0
Field crop acreage N/A Crops Grown N/A Production per acre N/A
Type of Irrigation (pivot line, ditch, etc.) N/A
Row crop acreage N/A Crops Grown N/A Production per acre N/A
Grazing AUM N/A Term N/A Fees paid N/A
Other acreage N/A Type N/A Production per acre N/A

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 N/A 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: 5/24/2023

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.**

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 November 12, ~~192002~~, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written notice of non-renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written notice of non-renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a notice of 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 re-adoption or amendment of any zoning ordinance or land use ordinance, regulation or

restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

SECTION 7. EMINENT DOMAIN. (a) Except as provided in subdivision (d) of this Section 7, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this contract is filed or when such is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed.

(b) Except as provided in Subdivision (d) of this Section 7, when such an action to condemn or 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 document.

(c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.

(d) The provisions of Subdivisions (a) and (b) of this Section 7, and the provisions of Section 51295 of the Act (Government Code), shall not apply to or have any force or effect with respect to (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 received 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 canceled 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 canceled until the hereinafter specified cancellation fee has been paid, unless such fee or portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code).

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50 percent of the cancellation valuation of the land as determined in subparagraph (b) of this section. If, after the date this Contract is initially entered into the publicly announced County ratio of 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, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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 Non-renewal 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:

RICHARD KELLER
8209 SHELLEY ROAD
MONTAGUE, CA 96064

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

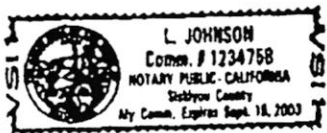
Richard M. Keller
Richard M. Keller

Owner

PLACE NOTARY CERTIFICATE HERE



Lorenza Olivares



L. Johnson

Notice to the Owner shall be addressed as follows:

RICHARD KELLER
8209 SHELLEY ROAD
MONTAGUE, CA 96064

IN WITNESS WHEREOF the Owner and the County have executed this Contract

on the day first above written:

Owner

PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

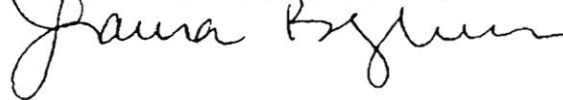
Clerk

Shelley Erickson
Chairman

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On November 12, 2002, before me, Laura Bynum, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared LaVada Erickson, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

COLLEEN BAKER, County Clerk
and ex-Officio Clerk of the Board



Laura Bynum, Deputy

Dated: November 12, 2002

(Seal)

EXHIBIT "A"

List Assessor's Parcel Numbers below:

013-230 - 020 - 000

013-230 - 100 - 000

013-251 - 150 - 000

013-251 - 170 - 000

039-040 - 020 - 000

041-170 - 210 - 000

041-170 - 280 - 000

041-170 - 291 - 000

041-301 - 260 - 000

041-301 - 280 - 000

041-301 - 320 - 000

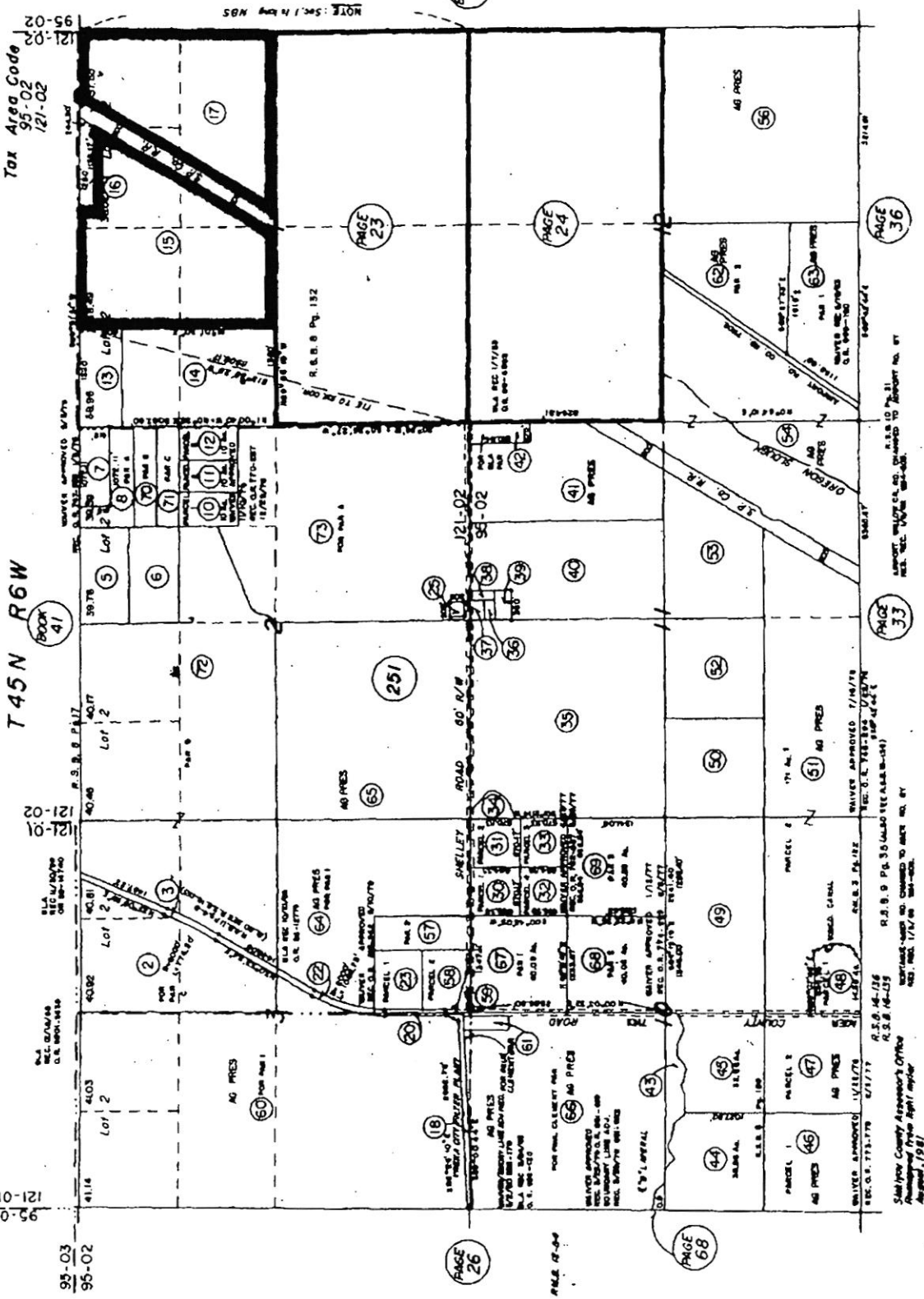
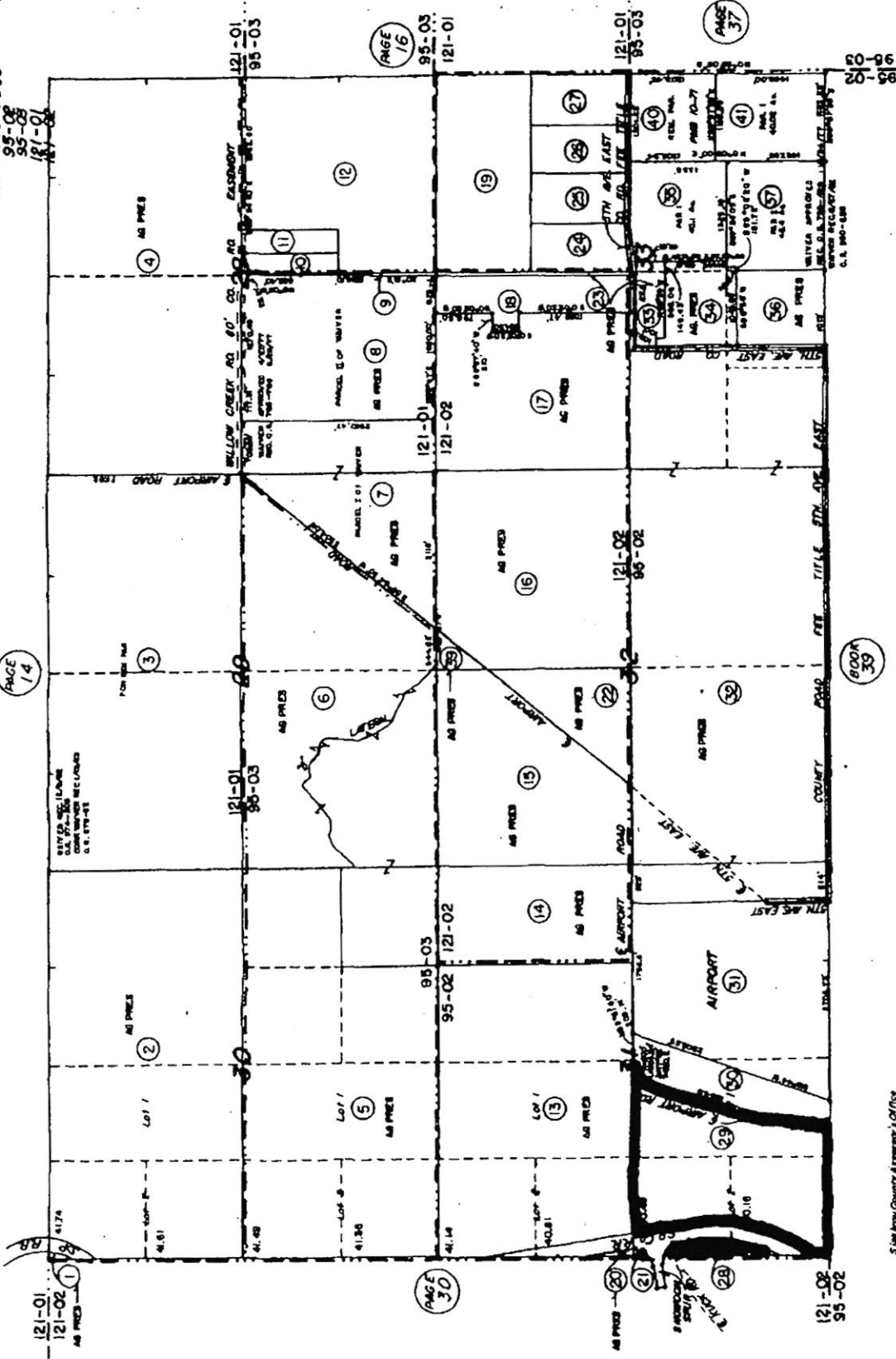


Exhibit E



Tax Area Code
95-02
95-03
121-01

T 46 N R 5 W



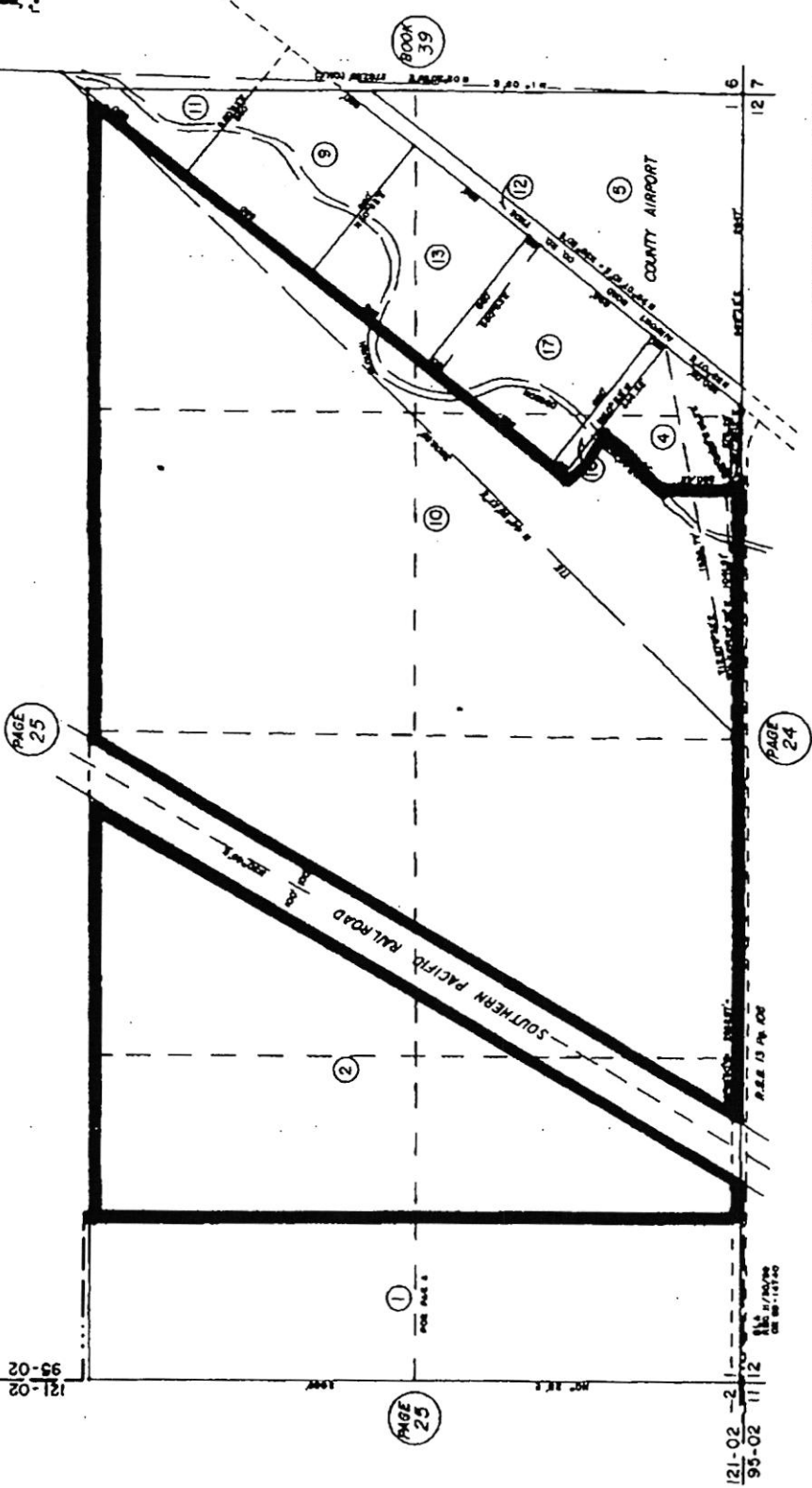
See Iron County Treasurer's Office
Map number, 1984
Traced

Exhibit E

B-23

Tax Area Code
121-02
94-02

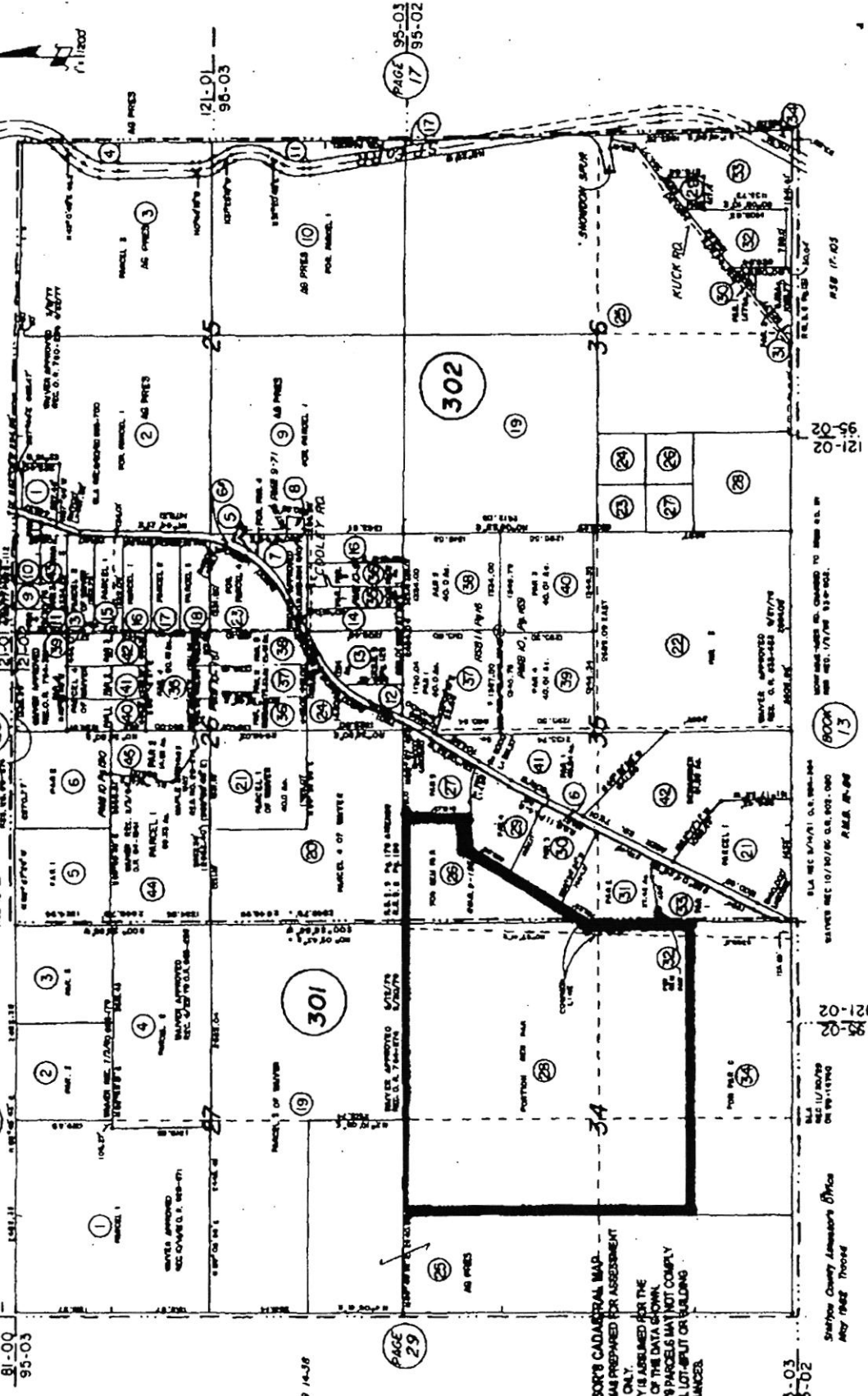
SW/2 of SEC. 1 T45N R6W



AMOUNT PAID FOR TAXES IS CHARGED TO ACCOUNT NO. 8
SEE REC. 17, 18, 19, 20, 21, 22

Shelby County Assessor's Office
January, 1984
The Code

Exhibit E



ASSESSOR'S CADASTRAL MAP --
 1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
 2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
 3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

Exhibit E

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

November 12, 2002

PRESENT: Supervisors LaVada Erickson, Bill Hoy, Bill Overman, Joan T. Smith and Anne Marsh.
Chair Erickson presiding.

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

PUBLIC HEARING - Public hearing to consider adoption of a Resolution establishing a new agricultural preserve with uniform rules including compatible uses, under the Williamson Act for Keller Ranches (AGP-02-01), APNs: 013-230-020, 013-230-100, 013-251-150, 013-251-170, 039-040-020, 039-041-170, 039-041-210, 039-041-280, 039-041-291, 041-301-260, 041-301-280 and 041-301-320, and finding that the project is Categorically Exempt pursuant to CEQA §15317 for a Williamson Act Contract.

This was the time set for a public hearing to consider adoption of a Resolution establishing a new agricultural preserve with uniform rules including compatible uses under the Williamson Act for Keller Ranches.

Supervisor Smith was present at 1:38 p.m.

Chair Erickson opened the public hearing. There being no public comment, the hearing was declared closed.

MOTION:
Hoy/Overman
AYES: Erickson, Hoy,
Overman, Smith and
Marsh

Adopt Resolution 02-222, establishing a new agricultural preserve with uniform rules including compatible uses, under the Williamson Act for Keller Ranches (AGP-02-01), contract 510, APNs: 013-230-020, 013-230-100, 013-251-150, 013-251-170, 039-040-020, 039-041-170, 039-041-210, 039-041-280, 039-041-291, 041-301-260, 041-301-280 and 041-301-320, and finding that the project is Categorically Exempt pursuant to CEQA §15317 for a Williamson Act Contract.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, 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 Supervisors passed on November 12, 2002.

c: File

Witness my hand and seal this

18th day of November, 2002

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

By: Laura Bynum
Deputy Clerk

These minutes are subject to change when read by the Board of Supervisors

Exhibit E

RESOLUTION ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES, INCLUDING COMPATIBLE USES

WHEREAS, the County of Siskiyou has been requested to establish the herein Agricultural Preserve; and

WHEREAS, the County of Siskiyou is authorized to establish Agricultural Preserves pursuant to the California Land Conservation Act of 1965 as amended; and

WHEREAS, the procedural requirements to establish an Agricultural Preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the Agricultural Preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, uniform rules shall apply to this Preserve as specified in Resolution 275, Book 11, of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that all of that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as is fully set forth, which description and reference is to the present Assessor's Parcel Number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve within the meaning and pursuant to the land increased or decreased in accordance with the law.

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 12 day of NOVEMBER, 2002, by the following vote:

AYES: SUPERVISORS ERICKSON, HOY, OVERMAN, SMITH AND MARSH
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

LaVada Erickson
LaVada Erickson, Chairman
Siskiyou County Board of Supervisors

ATTEST:
Colleen Baker, County Clerk

This instrument is a true and correct copy of the original on file in this office.
Colleen Baker

ATTEST:
COLLEEN BAKER
County Clerk and ex-officio Clerk of the Board of Supervisors and for the County of Siskiyou
Colleen Baker
Deputy

SISKIYOU COUNTY
RESOLUTION
No. 02-222

EXHIBIT "A"

KELLER RANCHES, LLC (AGP-02-01)
8209 Shelley Road
Montague, CA 96064

013-230-020, 013-230-100,
013-251-150, 013-251-170,
039-040-020, 039-041-170,
039-041-210, 039-041-280,
039-041-291, 041-301-260,
041-301-280, 041-301-320

DAVID AND ANGELINA R. MORRISON (AGP-02-02)
15109 Old Highway 99
Grenada, CA 96038

022-230-440

MERLIN L. AND CAROLYN I. FOUTS (AGP-02-03)
5635 York Road
Montague, CA 96064

041-131-230, 041-131-240,
041-131-260

This instrument is a correct copy of the
original on file in this office.

ATTEST:

COLLEEN BAKER

County Clerk and ex-officio Clerk of
the Board of Supervisors in and for the
County of Butte

By 

Deputy

Exhibit E

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED
BY RESOLUTION NO. 02-222 ADOPTED ON NOVEMBER 12, 2002

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

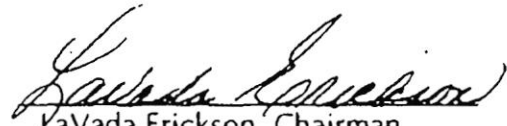
WHEREAS, the procedural requirements for establishment of said preserves as required by the Land Conservation Act of 1965, as amended, have been followed.

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter into Agricultural Preserve Contracts (Williamson Act Contracts) with the following landowners in the established Agricultural Preserves, said Agricultural Preserves having been established by Resolution, adopted on 11/12/02, 2002, 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 January 1, 2003.

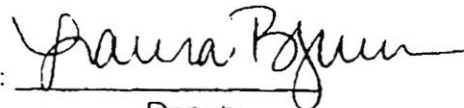
BE IT FURTHER RESOLVED, that all Agricultural Preserve Contracts, as herein above approved by the Board of Supervisors, are hereby described in Exhibit "A" attached hereto and made a part hereof.

The foregoing resolution was passed and adopted this 12 day of
NOVEMBER, 2002, by the following vote:

AYES:	SUPERVISORS ERICKSON, HOY, OVERMAN, SMITH AND MARSH
NOES:	NONE
ABSENT:	NONE
ABSTAIN:	NONE

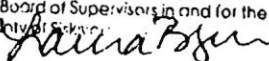

LaVada Erickson, Chairman
Siskiyou County Board of Supervisors

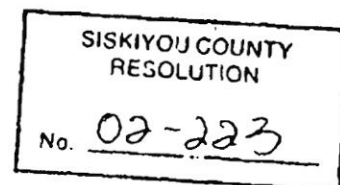
ATTEST:
Colleen Baker, County Clerk

By: 

This instrument is a correct copy of the original on file in this office.

ATTEST:
COLLEEN BAKER

County Clerk and ex-officio Clerk of
the Board of Supervisors and for the
County of Siskiyou




G:\2ZMTGSAG-PRSV02_RES0_2.wpd

Exhibit E

EXHIBIT "A"

KELLER RANCHES, LLC (AGP-02-01)
8209 Shelley Road
Montague, CA 96064

013-230-020, 013-230-100,
013-251-150, 013-251-170,
039-040-020, 039-041-170,
039-041-210, 039-041-280,
039-041-291, 041-301-260,
041-301-280, 041-301-320

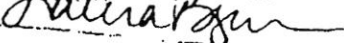
DAVID AND ANGELINA R. MORRISON (AGP-02-02) 022-230-440
15109 Old Highway 99
Grenada, CA 96038

MERLIN L. AND CAROLYN I. FOUTS (AGP-02-03) 041-131-230, 041-131-240,
5635 York Road 041-131-260
Montague, CA 96064

This instrument is a true and correct copy of the
original as filed in this office.

ATTEST:
COLLEEN BAKER

County Clerk and ex-officio Clerk of
the Board of Supervisors in and for the
County of Colusa

By 
Deputy

510
Filing Deadline:
July 1, 5:00 p.m.
of Current Year

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: Refer to the front page for current processing fees. Your application will not be accepted by the Planning Department unless accompanied by the appropriate fees.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: KELLER RANCHES, LLC
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".)

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

APPLICANT'S MAILING ADDRESS: 8209 Shelley Rd. MONTAGUE, CA 96064

APPLICANT'S TELEPHONE NUMBER: 530-459-5157

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: Richard M. Keller

MAILING ADDRESS: 8209 Shelley Road, MONTAGUE, CA 96064

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

CATTLE RANCH - GRANT DEED EXHIBIT C + MAP EXHIBIT D

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>CATTLE RANCH</u>	<u>SEE ATTACHED EXHIBIT B</u>	<u>1030.22</u>

Total Acreage 1,030.22

I declare under penalty of perjury that the information contained in this 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 attorney fee which may be incurred in this matter.

By signing this application, I (We) hereby authorize County, State and Federal agencies requested to review this application to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the County finally acts to approve or disapprove this project.

OWNER(S) SIGNATURE(S): [Signature]
Richard M. Keller

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: _____

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME: KELLER RANCHES, LLC ADDRESS: 8209 Shelley Road, Montague, CA. 96064

PARCEL NUMBERS: SEE Exhibit B

HOW LONG HAVE YOU OWNED THIS LAND? Since August, 2000

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 738.22 Carrying capacity 1,296 AUM
Irrigated pasture acreage 286.0 Carrying capacity 1,704 AUM
Dry farming acreage N/A Crops Grown _____ Production per acre _____
Field crop acreage N/A Crops Grown _____ Production per acre _____
Type of Irrigation (pivot line, ditch, etc.) ditch
Row crop acreage N/A Crops Grown _____ Production per acre _____
Grazing AUM 2,000 Term _____ Fees paid _____
Other acreage 5 Type BUILDINGS Production per acre NONE

OTHER INCOME:

Hunting rights \$ NONE per year _____ acres _____ Fishing Rights \$ _____ per year _____
Other recreation rights \$ NONE per year _____ type _____
Mining and exploration \$ NONE per year _____ type _____
Quarrying \$ NONE per year _____ type _____

LAND LEASED TO OTHERS:

Name of Owner NONE Number of acres _____
Rental fee per acre _____ Use of land _____
Terms of lease _____ Lease termination date _____
Share cropped with others: Crop NONE 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: [Signature] Date: July 8, 2002

Please return this form to the Siskiyou County Planning Department 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.**

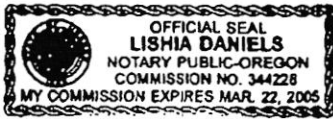
CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by
KELLER RANCHES, LLC and herein described, consents to the
aforementioned agreement (Land Conservation Act of 1965) and consents to its lien on
the property described be subordinated to this agreement.

DATE: This 1st day of July 2002
19

Farm Credit Services
by: Robert L. Skeman
Lienholder

PLACE NOTARY CERTIFICATE HERE



Lishia Daniels
Printed name Lishia Daniels
Notary Public for the state of Oregon
Residing at Central Point
My commission expires March 22, 2005

KELLER RANCHES, LLC EXHIBIT B
List of Properties

APN	ACRES	LOCATION
013-230-020-000	58.0	Shelley Road
013-230-100-000	149.2	Shelley Road
013-251-150-000	140.5	Shelley Road
013-251-170-000	129.8	Shelley Road
039-040-020-000	25.0	Shelley Road
041-170-210-000	Minimal .19	Shelley Road
041-170-280-000	6.0	Shelley Road
041-170-291-000	108.5	Shelley Road
041-301 260-000	48.91	Ager Road
041-301-280-000	360.0	Ager Road
041-301-320-000	<u>4.31</u>	Ager Road
Total	<u>1030.22</u>	