

# Staff Report

Submission Date: August 22, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: WR Willow Creek LLC APA-23-01, Williamson Act Contract No 78010, 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 Airport Road, north and east of the city of Montague on APNs 041-140-110, 041-140-120 and 041-140-160, Township 46N, Range 5W, Sections 16, 17 and 20, MDBM.

Exhibits: **A.** Map of property under existing contract No. 78010  
**B.** Location Map  
**C.** Zoning Map  
**D.** NRCS Soils Data and Map  
**E.** Williamson Act Contract Amendment Questionnaire  
**F.** Comments  
**G.** Existing Contract and Establishment of Agricultural Preserve

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## 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 726 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 041-140-160 is a 6.5-acre parcel created by Grant Deed as recorded on January 5, 1979, in Siskiyou County Records in Volume 843 at Page 844. This parcel was not created in accordance with the Subdivision Map Act and County Ordinance effective at that time, therefore an illegally created parcel.
- APNs 038-010-240 and 038-010-250 together are one, approximately 720-acre, legal parcel created as Parcel 4 of Waiver as recorded on October 28, 1985, in Siskiyou County Records as Document No. 1985-13265.

### Parcel History

#### Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 78010 (Clerk's No. 329) as recorded on February 23, 1978, the Siskiyou County Records in Volume 807 at Page 662.

## Exhibit D

### **Agricultural Preserves**

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

## 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 majority of soil types are within Class III with some Class II (Exhibit D). Considering the substantial acreage of the project, it greatly exceeds the 40-acres of Class I or II equivalent soils required.*

### **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 AG-1-B-40) 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 041-140-160, which is 6.5 acres. The owner is aware of this issue and is not opposed to a non-renewal of this 6.5 acre parcel (Exhibit F).*

#### **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.*

### 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 currently unoccupied as it is in need of repair.*

### Comments

#### Agency Comments

*No comments were received prior to the preparation of this staff report.*

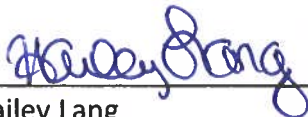
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

### 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 6.5-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 726 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. The Administrator also recommends that the Board direct staff issue a Notice of Non-Renewal of the 6.5-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



Date of Approval

**Preparation:** Prepared by the Siskiyou County Planning Division (B. Cizin) on August 21, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

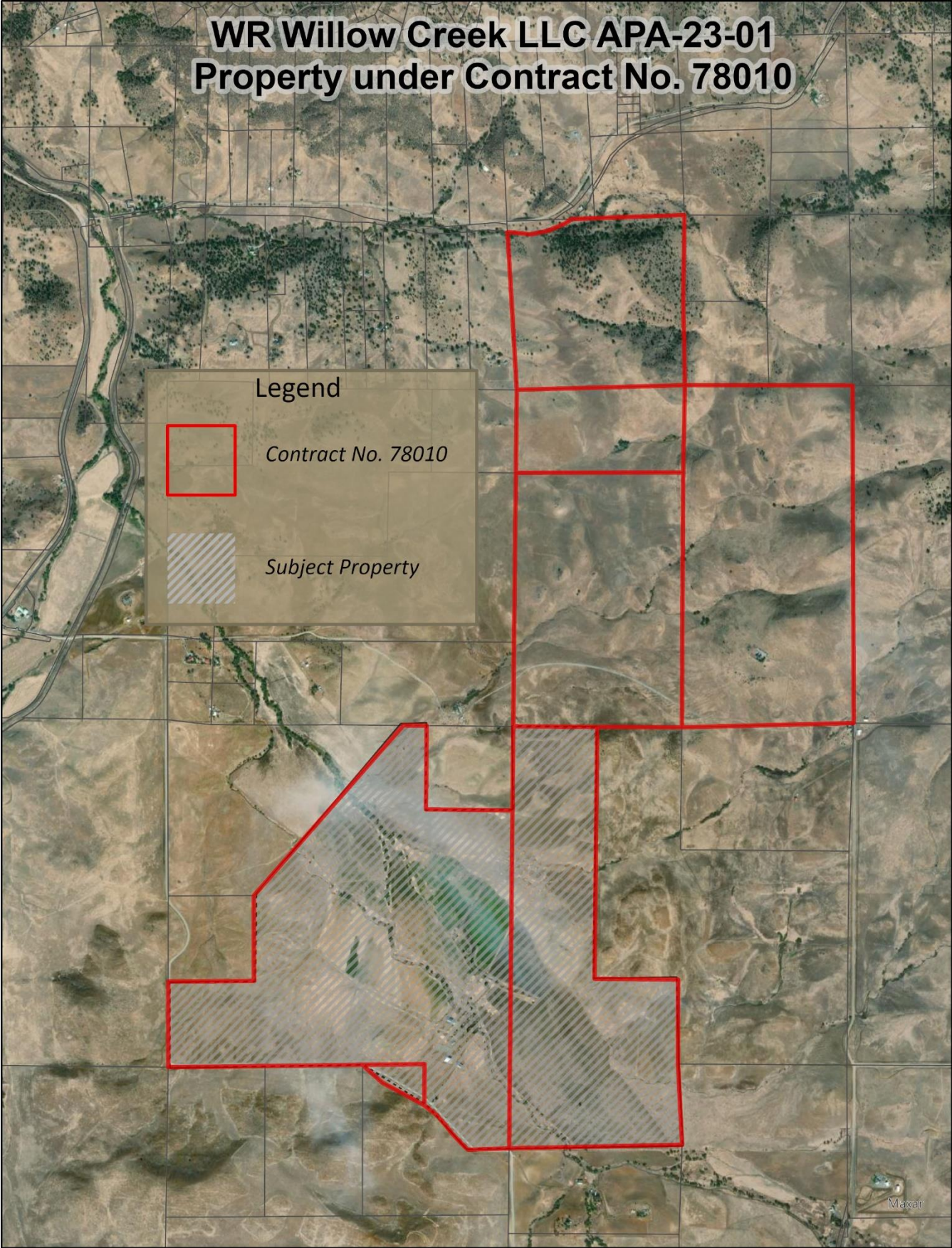


Exhibit A

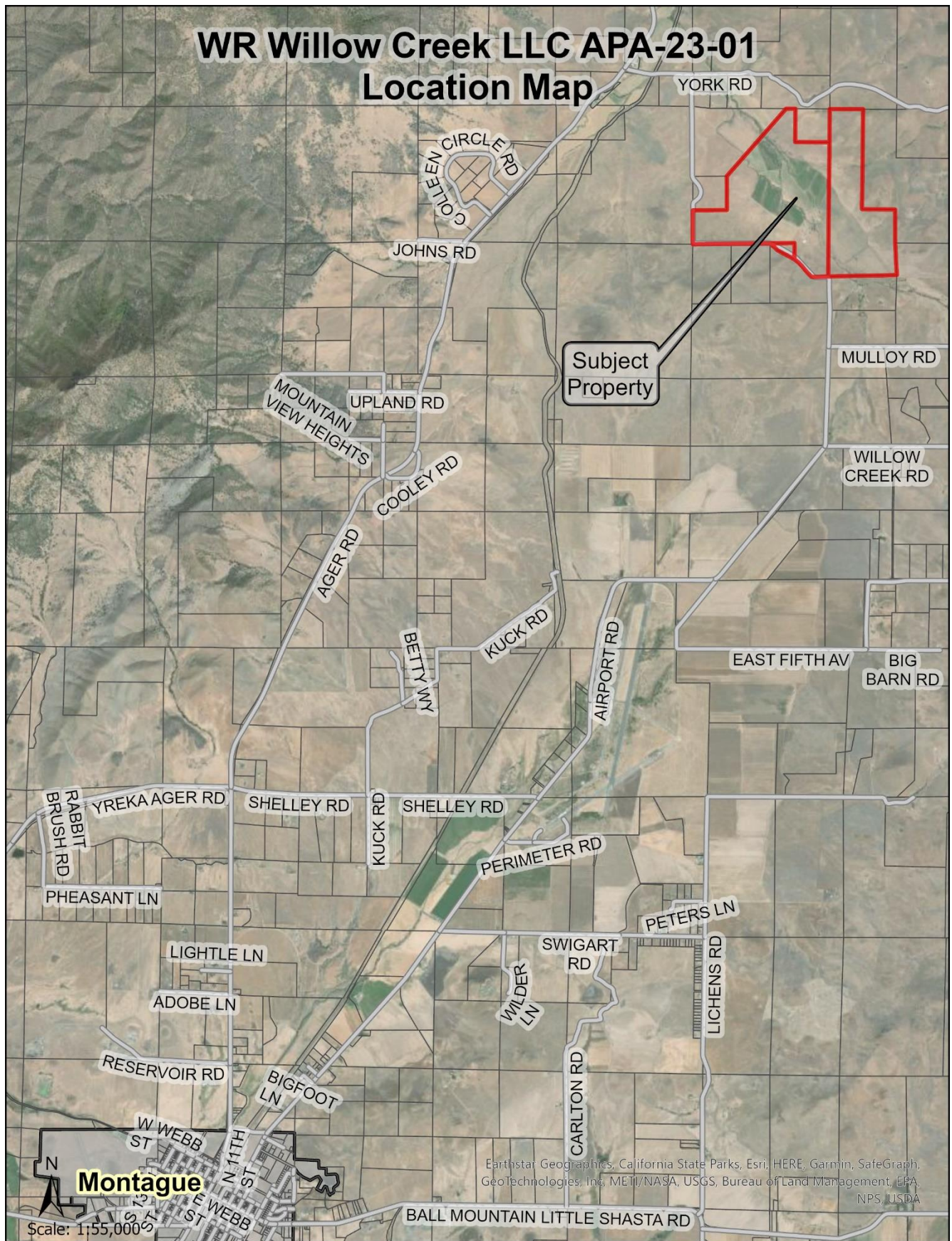


Exhibit B

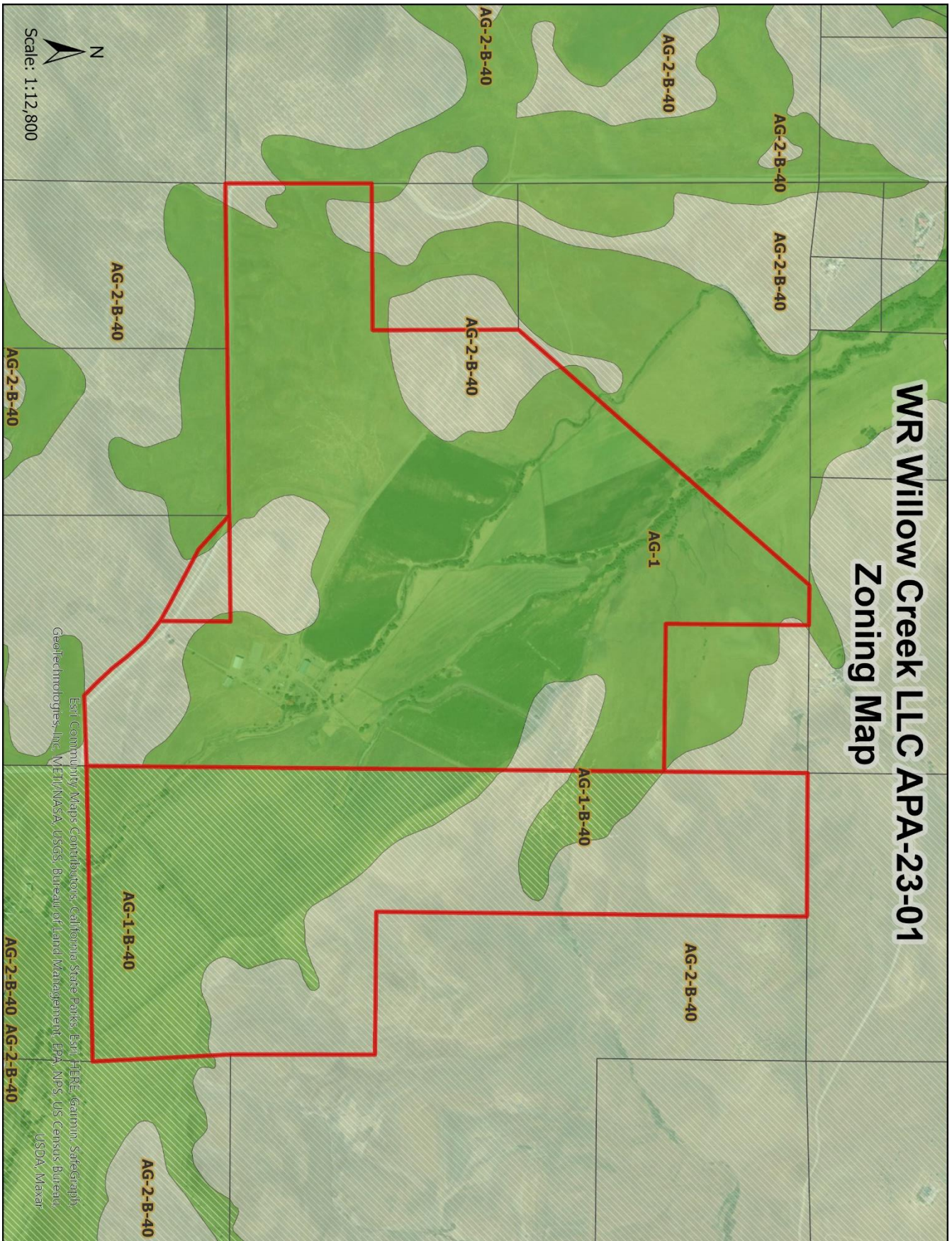
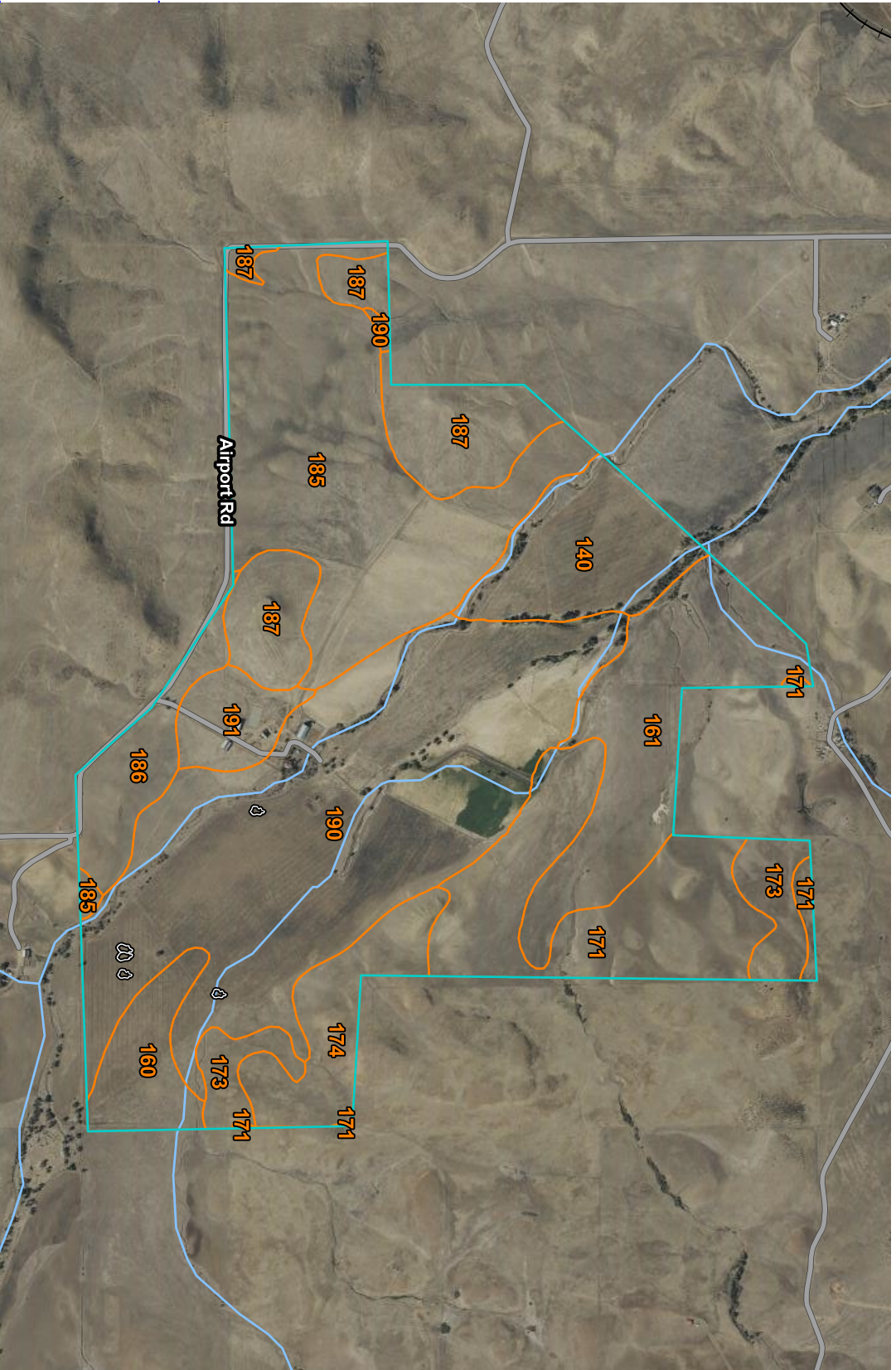


Exhibit C

Soil Map—Siskiyou County, California, Central Part  
(APA-23-01)



41° 50' 45" N

41° 50' 45" N

122° 28' 2" W

122° 25' 20" W

41° 49' 27" N

41° 49' 27" N

122° 28' 2" W
























122° 25' 20" W

Map Scale: 1:17,100 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
<b>Soils</b>			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
<b>Special Point Features</b>		<b>Water Features</b>	
	Blowout		Streams and Canals
	Borrow Pit	<b>Transportation</b>	
	Clay Spot		Interstate Highways
	Closed Depression		Rails
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		<b>Background</b>
	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
140	Dotta loam, 2 to 9 percent slopes	44.6	6.1%
160	Jenny clay, 2 to 15 percent slopes	23.3	3.2%
161	Jenny cobbly clay, 0 to 15 percent slopes	72.9	10.0%
171	Lassen cobbly clay, 2 to 15 percent slopes	77.9	10.7%
173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	24.1	3.3%
174	Lassen-Rock outcrop-Kuck complex, 2 to 50 percent slopes	33.3	4.6%
185	Mary loam, 2 to 9 percent slopes	134.6	18.5%
186	Mary loam, 9 to 15 percent slopes	26.2	3.6%
187	Mary stony loam, 2 to 50 percent slopes	54.8	7.5%
190	Medford clay loam, cool, 2 to 5 percent slopes	217.7	30.0%
191	Medford clay loam, cool, 5 to 15 percent slopes	17.5	2.4%
<b>Totals for Area of Interest</b>		<b>726.9</b>	<b>100.0%</b>

**Williamson Act Contract Amendment Questionnaire**

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

Owner's name: CHRISTOPHER WOHN and LISA WOHN

MAILING Address: 2673 SHILOH RD, SUISUN CITY CA 94585-9792

Parcel Numbers: 041-140-120 ; 041-140-110 ; 041-140-160

How long have you owned this land? 4 MONTHS

**Type of Agricultural Use:**

Dry pasture acreage 446

Irrigated pasture acreage 280

Dry farming acreage 0 Crops grown 0 Production per acre 0

Field crop average 0 Crops grown 0 Production per acre 0

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

Row crop acreage 0 Crops grown 0 Production per acre 0

Other acreage \_\_\_\_\_ Type \_\_\_\_\_ Production per acre \_\_\_\_\_

**Other Income:**

Hunting rights \$ 0 per year 0 acres

Fishing rights \$ 0 per year 0 acres

Other 0 rights \$ 0 per year 0 type 0

Quarrying \$ 0 per year 0 type 0

Other \$ 0 per year 0 type 0

Other \$ 0 per year 0 type 0

**Land Leased to Others**

Name of owner N/A Number of acres N/A

Rental fee per acre \$ N/A Use of land N/A

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 [Signature] [Signature] [Signature] Date 2-3-23

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: N/A

Present Zoning N/A

**From:** [Lisa Wohn](#)  
**To:** [Bernadette Cizin](#)  
**Subject:** Finalize Wohn/WR Willow Creek Williamson Act Application  
**Date:** Wednesday, August 16, 2023 9:03:14 AM

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Hello Bernadette,

Thank you for your phone reply on Aug 15th.

As per our conversation, we have decided to leave the 6acre parcel as it is which, is a stand alone parcel that is NOT included in the Williamson Act and will accrue taxes as it is.

Please continue with our application for the other two larger parcels which will hopefully be approved to fit the criteria for the Williamson Act. Please keep me apprised of the progress.

Truly,  
Lisa Wohn  
510-697-5862  
Sent from my iPhone

Pd. - \$115.00

14679

(1)

Clark's Copy

#329

FILED

SEP 15 1977  
SISKIYOU COUNTY CLERK  
DEPT. OF COUNTY CLERK

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Cook, Cyril H. & June M.  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Northwestern Mutual Life Ins. Co.  
RA 2908 W. Main, Visalia, Calif  
(if none - write none) 93277

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

APPLICANT'S ADDRESS: Rt. 1, Box 610, Montague, Calif 96064

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: Cyril H Cook MAILING ADDRESS: Rt. 1, Box 610, Montague, Calif 96064

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

FEB 23 1978

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Vol. 807, Page 662  
None

Present Agricultural Use	Assessor's Parcel No.	Acreage
Pasture	5-120-200	640.0
Pasture	5-120-440	156.5
} Pasture, Grain, & Hay }	5-130-080	446.0
	5-130-100	280.0
Total acreage		<u>1522.5</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: Cyril H. Cook  
June M. Cook

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 22<sup>nd</sup> day of July, 1978

FRANK J. DEMARCO

County Council

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:

5-120-200

5-120-440

5-130-080

5-130-100

Notice to the Owner shall be addressed as follows:

Cyril H. & June M. Cook  
Rt. 1, Box 610,  
Montague, Calif. 96064

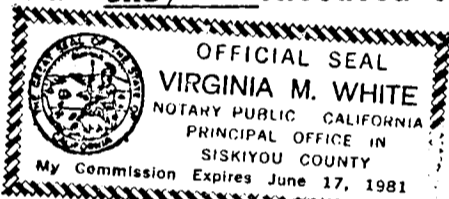
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

Cyril H. Cook  
June M. Cook

OWNER

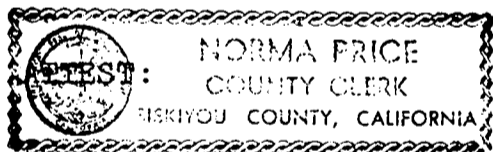
STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF SISKIYOU )

On this 29th day of September, 19 77, before me, Virginia M. White, a Notary Public, in and for said Siskiyou County, personally appeared Cyril H. Cook and June M. Cook known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.



Virginia M. White  
Notary Public

My Commission expires: June 17, 1981



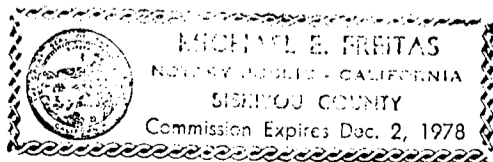
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price  
Clerk

[Signature]  
Chairman

STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF SISKIYOU )

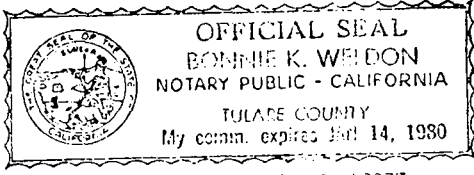
On this 22 day of FEBRUARY, 19 78, before me, MICHAEL E. FREITAS a Notary Public, in and for said SISKIYOU County, personally appeared GEORGE KLACKER known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Michael E. Freitas  
Notary Public

My Commission Expires: 12-2-78

STATE OF CALIFORNIA  
COUNTY OF TULARE } ss.



On this 6TH day of October in the year one thousand nine hundred and 77, before me, Bonnie K. Weldon a Notary Public, State of California, duly commissioned and sworn, personally appeared Morris E. Garcia known to me to be the Regional Manager of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Tulare the day and year in this certificate first above written.

*Bonnie K. Weldon*  
Notary Public, State of California

*E. N. & June M. Cook*

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 6th day of October, 19 77.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY  
By *M. F. [Signature]*, REGIONAL MANAGER  
LIENHOLDER

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF                    )

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: \_\_\_\_\_



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T 46 N R 5 W

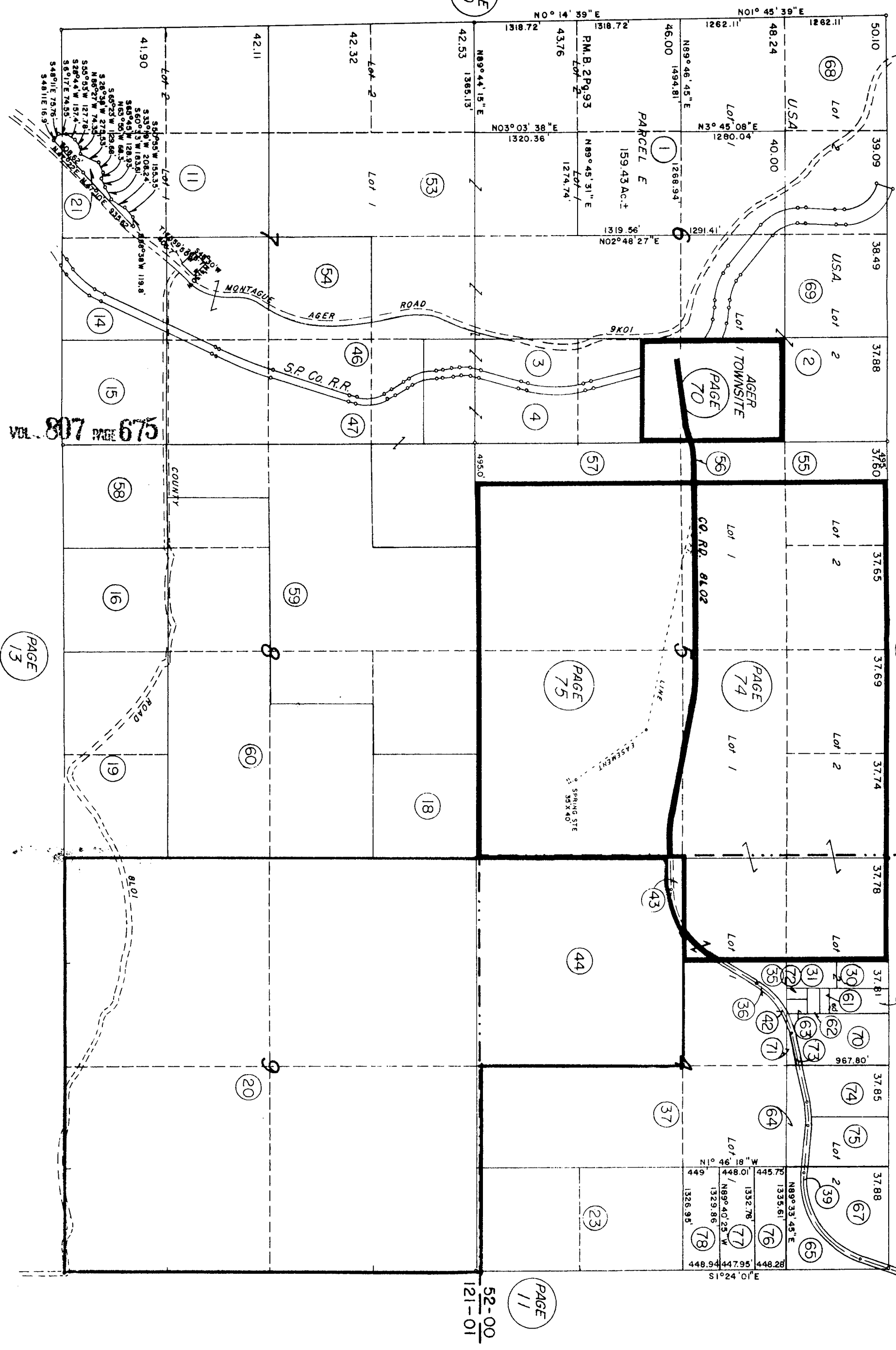
PAGE 10

121-00  
52-01

Tax Area Code  
52-00  
121-01

5-12

PAGE 30

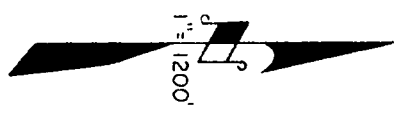


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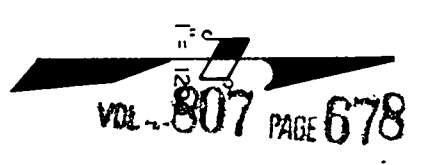


NOTICE: This page is from the official records of the County Clerk of the County of ...

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Tax Area Code 121-01

5-13

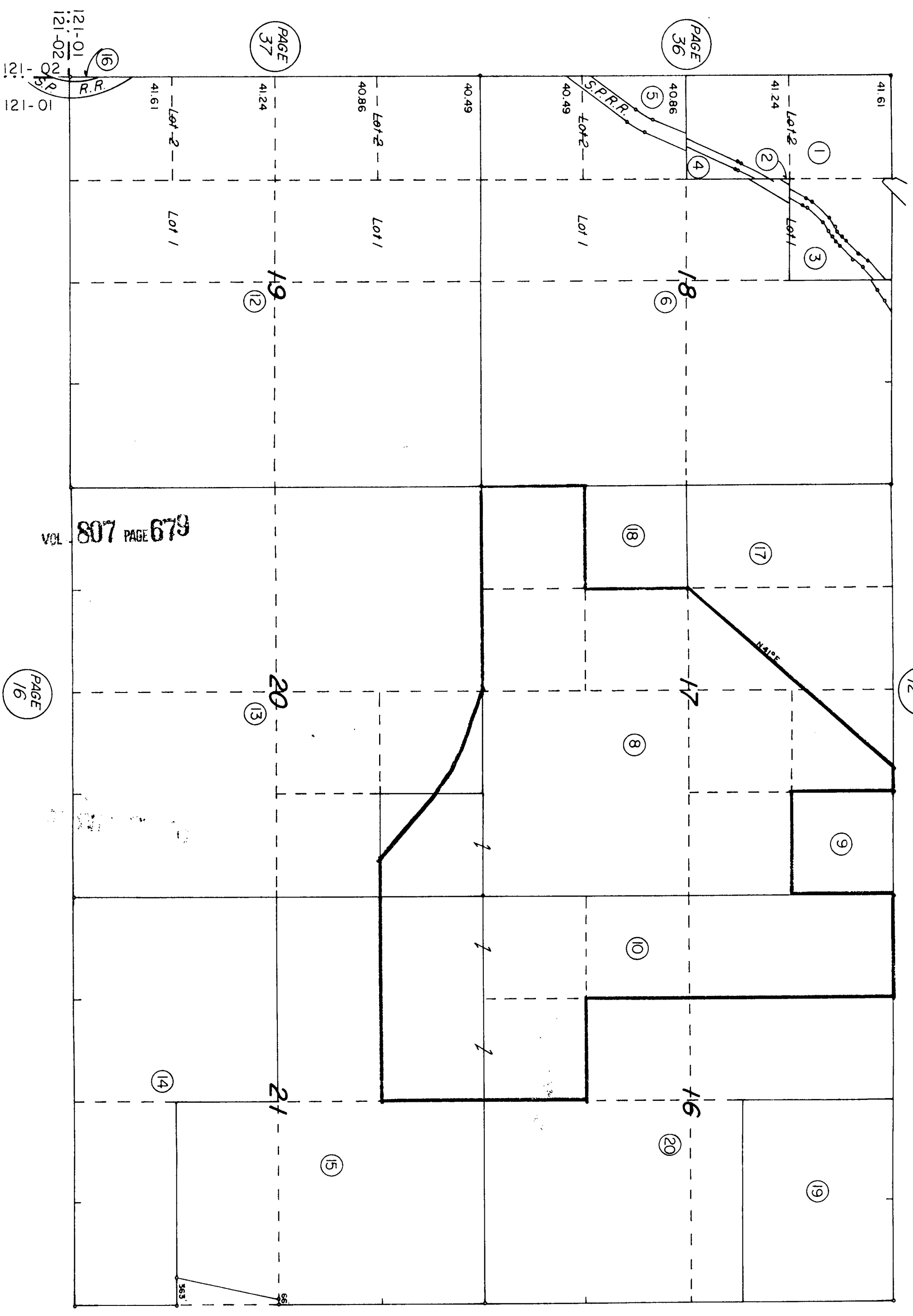


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Exhibit D



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BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Cyril H. & June M. Cook ADDRESS Rt. 1, Box 610, Montague, Calif 96064

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

HOW LONG HAVE YOU OWNED THIS LAND? Seventeen years (17 yrs.)

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 878.5 Carrying capacity \_\_\_\_\_  
Irrigated pasture acreage 30 Carrying capacity \_\_\_\_\_ *we try to run 100 cows yr around*  
Dry farming acreage 440 Crops grown (NONE) *we pasture this acreage* Production per acre \_\_\_\_\_  
Field crop acreage 140 Crops grown Barley Production per acre 1 ton  
Field crop acreage 54 Crops grown Alfalfa hay " " " 3 tons  
Row crop acreage None Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Grazing AUM None Term \_\_\_\_\_ Fees paid \_\_\_\_\_  
Other acreage None Type \_\_\_\_\_ Production per acre \_\_\_\_\_

OTHER INCOME: None

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

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

LAND LEASED FROM OTHERS: None

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

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

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

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

LAND LEASED TO OTHERS: None

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

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

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

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

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

REMARKS ON INCOME, ETC.:

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

Signed Cyril H. Cook & June M. Cook Date Sept 29, 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