

Staff Report

Submission Date: November 29, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Holm APA-23-17, Williamson Act Contract No. 72025 and 77003, Application to rescind property from the existing contracts and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of rangeland and pasture for livestock production and forage.

Location: The project site is located on Kilgore Hills Road, south of the City of Yreka on APNs 014-300-080, 014-300-360 and 014-300-370, Township 44N, Range 7W, Section 12, MDBM.

Exhibits: **A.** Map of property under existing contract No. 72025
B. Map of property under existing contract No. 77003
C. Location Map
D. Zoning Map
E. NRCS Soils Data and Map
F. Williamson Act Contract Amendment Questionnaire
G. Existing Contract and Establishment of Agricultural Preserve
G-1. Contract 72025
G-2. Contract 77003

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 299 acres which is currently under two separate contracts, each of which has multiple property owners.

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

Parcel Creation

- APN 014-300-080 is one 160-acre, legal parcel, originally created as Parcel I of Grant Deed recorded on December 31, 1954, in Siskiyou County Records in Volume 342 at Page 596.
- APNs 014-300-360 and 014-300-370 together are one, 139-acre, legal parcel, created as Parcel II of Grant Deed recorded on December 31, 1954, in Siskiyou County Records, Volume 342 at Page 596.

Parcel History

Williamson Act Contracts

- 160 acres of the subject property is a portion of Williamson Act Contract No. 72025 (Clerk's No. 82) as recorded on February 25, 1972, the Siskiyou County Records in Volume 651 at Page 62.
- 139 acres of the subject property is a portion of the Williamson Act Contract No. 77003 (Clerk's No. 290) as recorded on February 8, 1977, in the Siskiyou County Records in Volume 774 at Page 329.

Agricultural Preserves

- 160 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor’s Resolution No. 184 in Book 4, adopted on February 9, 1972.
- 139 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor’s Resolution No. 303 in Book 7, adopted on January 13, 1977.

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 Preserves 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 consists of two separate parcels, one at 160 acres and the other at 139 acres, together total 299 +/- acres, exceeding the 100-acre minimum 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 171-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

Soil Type	Acres +/-	Class	Ratio to Class I	Equivalent
148	188	VI	3:1	63
219	70	III	1:1	70
146	26	III	1:1	26
220	9	III	1:1	9
104	6	IV	2:1	3
Total	299			171

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 D).

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.

At 160 and 139 acres, the two parcels exceed 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.

The property is not developed and there are no additional uses of the property at this time.

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 299 acres, establish a new preserve consisting of the 299 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed properties within the newly established 299-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 November 29, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

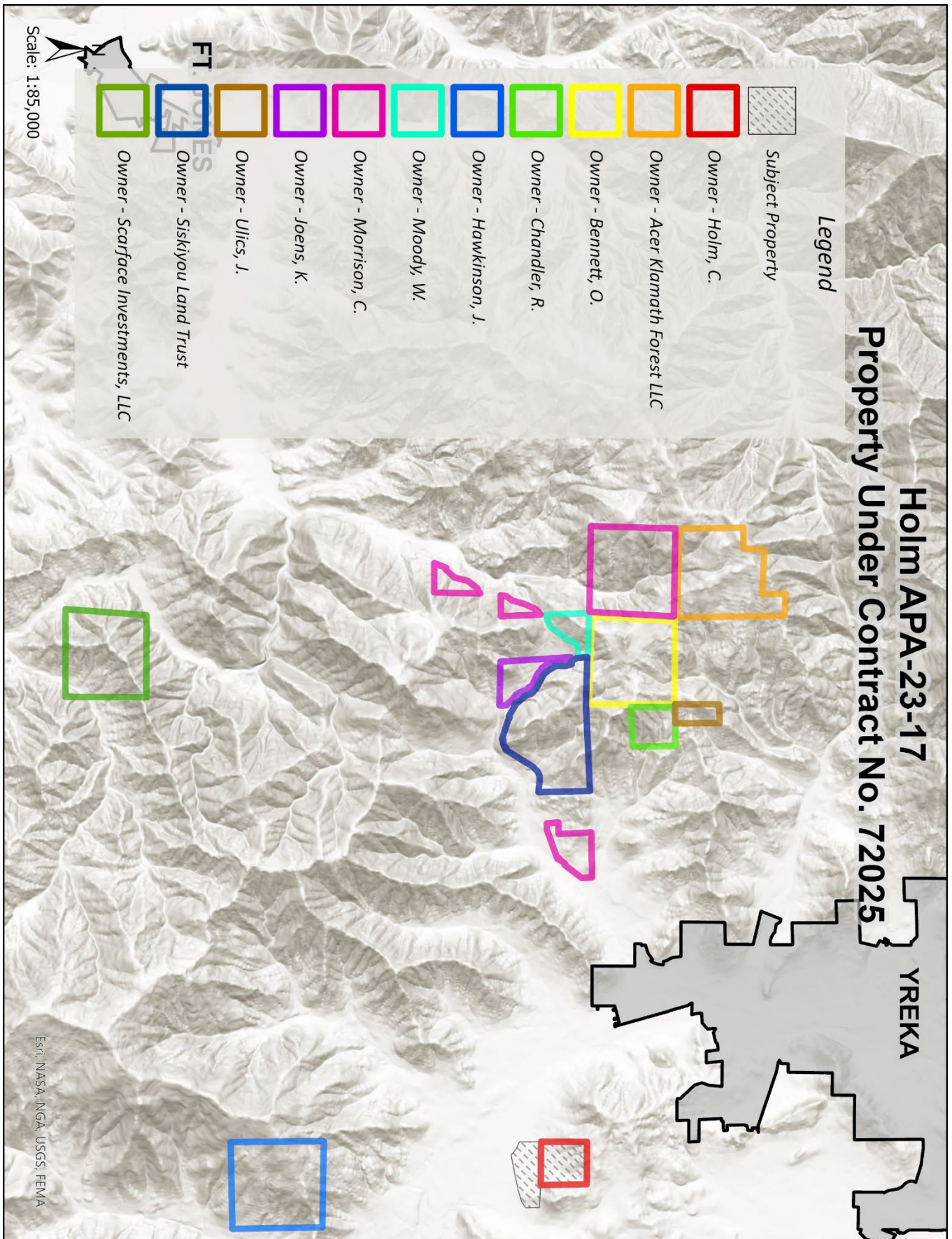


Exhibit A

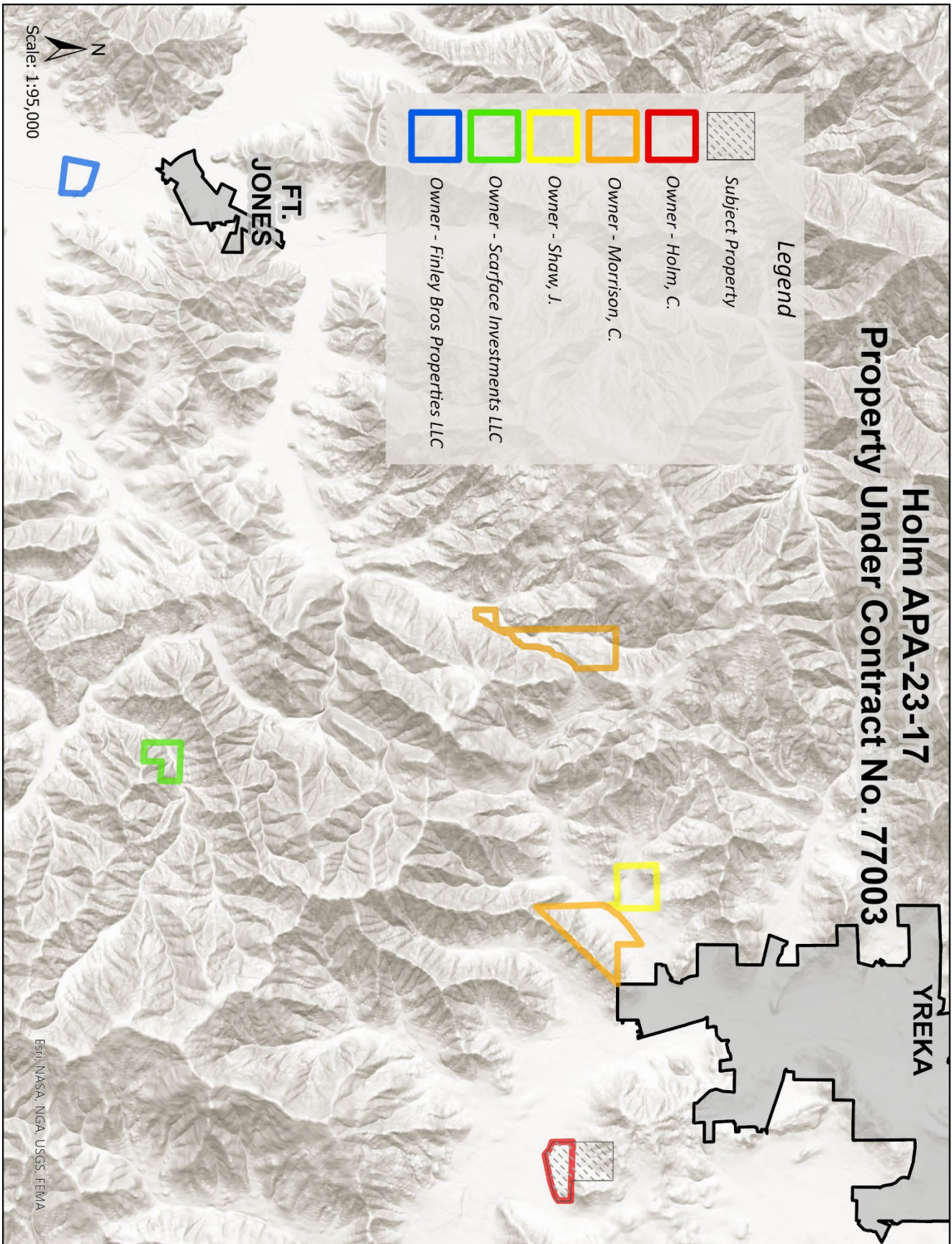


Exhibit B

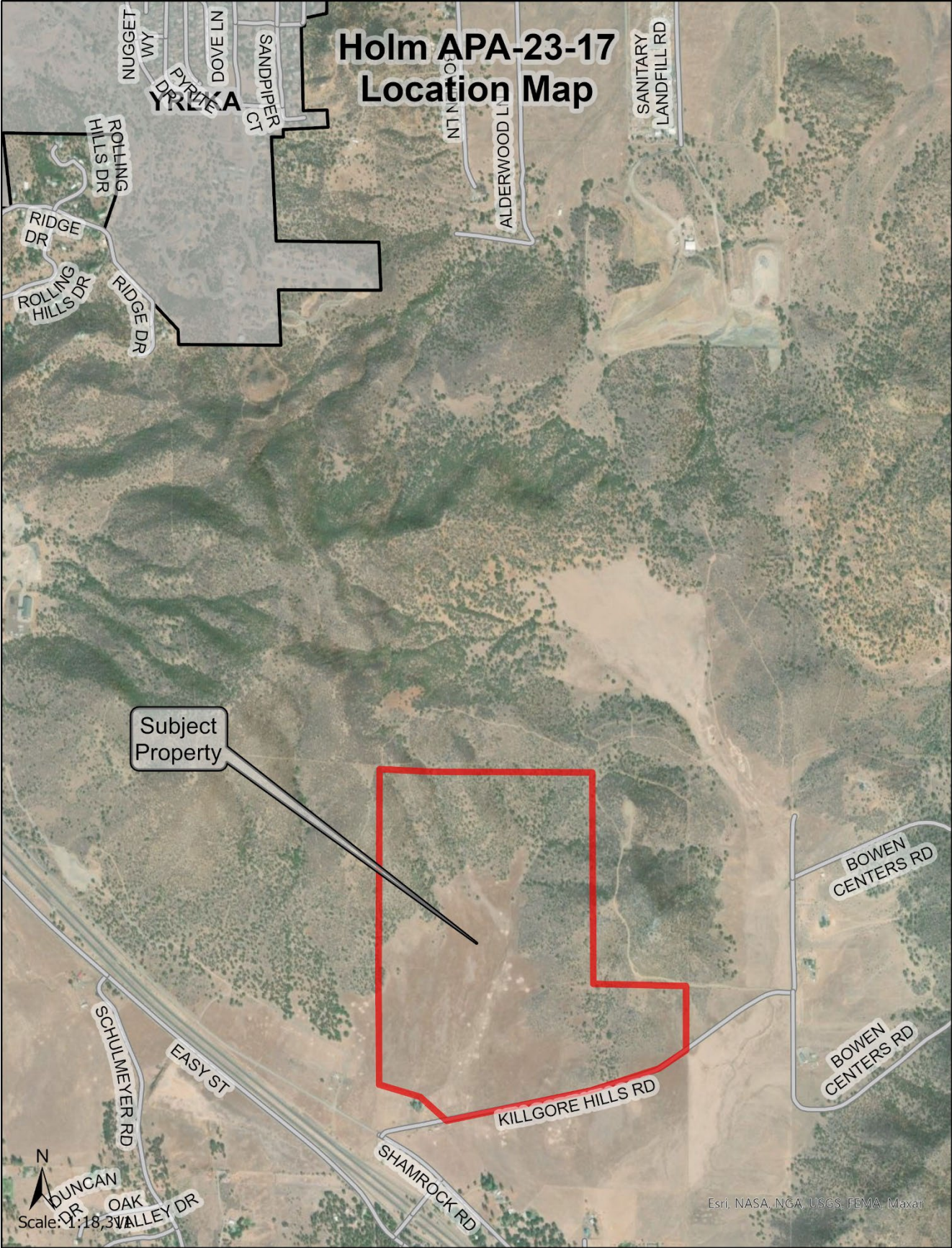
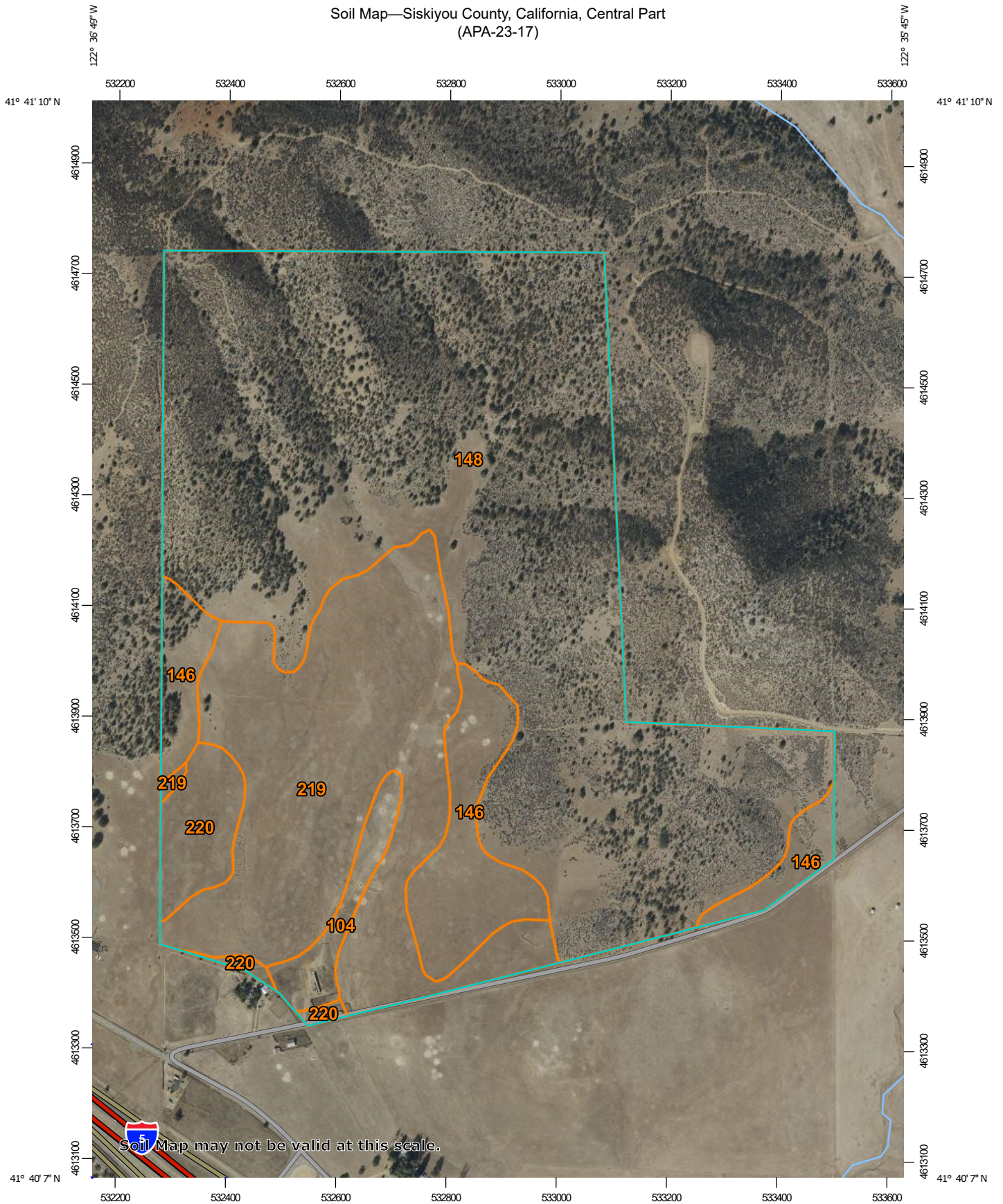


Exhibit C



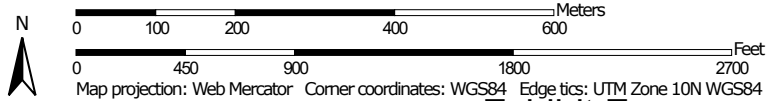
Exhibit D

Soil Map—Siskiyou County, California, Central Part
(APA-23-17)



Soil Map may not be valid at this scale.

Map Scale: 1:9,490 if printed on A portrait (8.5" x 11") sheet.



































Natural Resources
Conservation Service

Exhibit E
Web Soil Survey
National Cooperative Soil Survey

11/29/2023
Page 1 of 3

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 16, Aug 28, 2023

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
104	Atter very gravelly sandy loam, 0 to 5 percent slopes	6.2	2.0%
146	Duzel gravelly loam, 5 to 9 percent slopes	26.6	8.8%
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	190.0	62.7%
219	Salisbury gravelly clay loam, 0 to 5 percent slopes	70.8	23.3%
220	Salisbury gravelly clay loam, 5 to 9 percent slopes	9.7	3.2%
Totals for Area of Interest		303.3	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Carol Lynn Holm

Address: 1212 2nd Avenue Gold Hill, OR 97525

Parcel Numbers: 014-300-080, 014-300-360, 014-300-370

How long have you owned this land? 10 years

Type of Agricultural Use:

Dry pasture acreage 299

Irrigated pasture acreage _____

Dry farming acreage _____ Crops grown _____ Production per 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 S Carol Lynn Holm Number of acres 299

Rental fee per acre \$ 9.50 Use of land cattle grazing

Terms of lease annually Lease termination date 03-13-2024

Share cropped with others: Crop _____ Percent to owner _____ Acres _____

List expenses paid by landowner provides loading + unloading facilities, furnishes materials for water system

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 Carol Holm Date 08-22-2023

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 _____

This 16 day of Feb 1972

FILED 10175

RECORDED AT REQUEST OF Siskiyou County Clerk

05 MIN PAST 8 AM OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

MICHAEL T. ...

DEPUTY COUNTY CLERK

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK

BK Blum

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RECORDER

FEE \$

No Charge

Jeanne Kendrick

Fred W. Burton, Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

OWNER/OWNERS NAME AS RECORDED: Timothy Burton

(Include trust deed or other encumbrance holders Use separate sheet if necessary) (no encumbrance) Fred W. Burton

APPLICANT'S NAME (If other than above): same

APPLICANT'S ADDRESS: Box 186, Yreka, California

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: Fred W. Burton MAILING ADDRESS:

Forest House Ranch, Box 186, Yreka, California

DESCRIPTION OF PROPERTY (Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
see attached	see attached	see attached

Total acreage 7134.92

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.

FOREST HOUSE RANCH a partnership of: Fred W. Burton

OWNER/OWNERS SIGNATURE: Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

Barbara Richardson Lynda See and Timothy Burton signed by Fred W. Burton 5940 R 646 - 5940 R 648 - 5940 R 649 attorney in fact

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:

DESCRIPTION OF PROPERTY

<u>PRESENT AGRICULTURAL USE</u>	<u>PARCEL NUMBER</u>	<u>ACREAGE</u>
Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
Ranch	14-320-090	637.4
Ranch	14-320-020	640
Ranch	14-340-060	640
Ranch	14-300-080	160
Ranch	14-240-060	63
Ranch	14-210-030	40
Ranch	13- 22- 01	61.52

7134.92

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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 2-9, 1972, 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

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.

Fred W Burton

Patricia Davidson

Barbara Richardson, Lynda See &

Timothy Burton by Fred W Burton

OWNER

attorney in fact

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA }
COUNTY OF SISKIYOU }

ss.



On this 23rd day of February, 19 72, before
me, Robin Watson a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

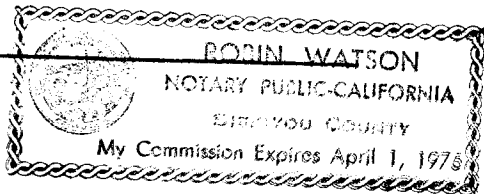
Robin Watson
Notary Public

My Commission Expires: _____

oo0oo

STATE OF CALIFORNIA }
COUNTY OF }

ss.



On this _____ day of _____, 19____,
before me, _____, a Notary
Public, in and for said _____ County, personally
appeared _____
known to me to be the person _____ whose
name _____ subscribed to the within instrument, and
acknowledged to me that _____ executed the same.

Notary Public

My Commission expires: _____

STATE OF CALIFORNIA

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one
before me, _____ a Notary Public in and for the _____ County of Siskiyou

State of California, residing therein, duly commissioned and sworn, personally appeared _____
Fred W. Burton

known to me to be the person whose name is subscribed to the within instrument as the attorney in fact
of Barbara Richardson, Lynda See & Timothy Burton

and acknowledged to me that _____ he subscribed the name S of Barbara Richardson
Lynda See & Timothy Burton

thereto as principal S, and h. is own name as attorney in fact.

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

Albert H. Newton

Notary Public in and for the _____ County of Siskiyou
State of California

Cowdery's Form No. 24 Acknowledgment—Attorney in Fact.
(C. C. Sec. 1192)

My Commission Expires _____

STATE OF CALIFORNIA,

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one

before me, _____, a Notary Public,
State of California, duly commissioned and sworn, personally appeared _____

Fred W. Burton
Patricia Davidson

known to me to be the person S whose name S are subscribed to the within instrument
and acknowledged to me that t he y executed the same.

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

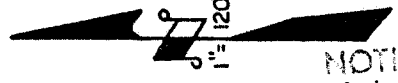
Albert H. Newton

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

My Commission Expires _____

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NOTICE: This page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

34

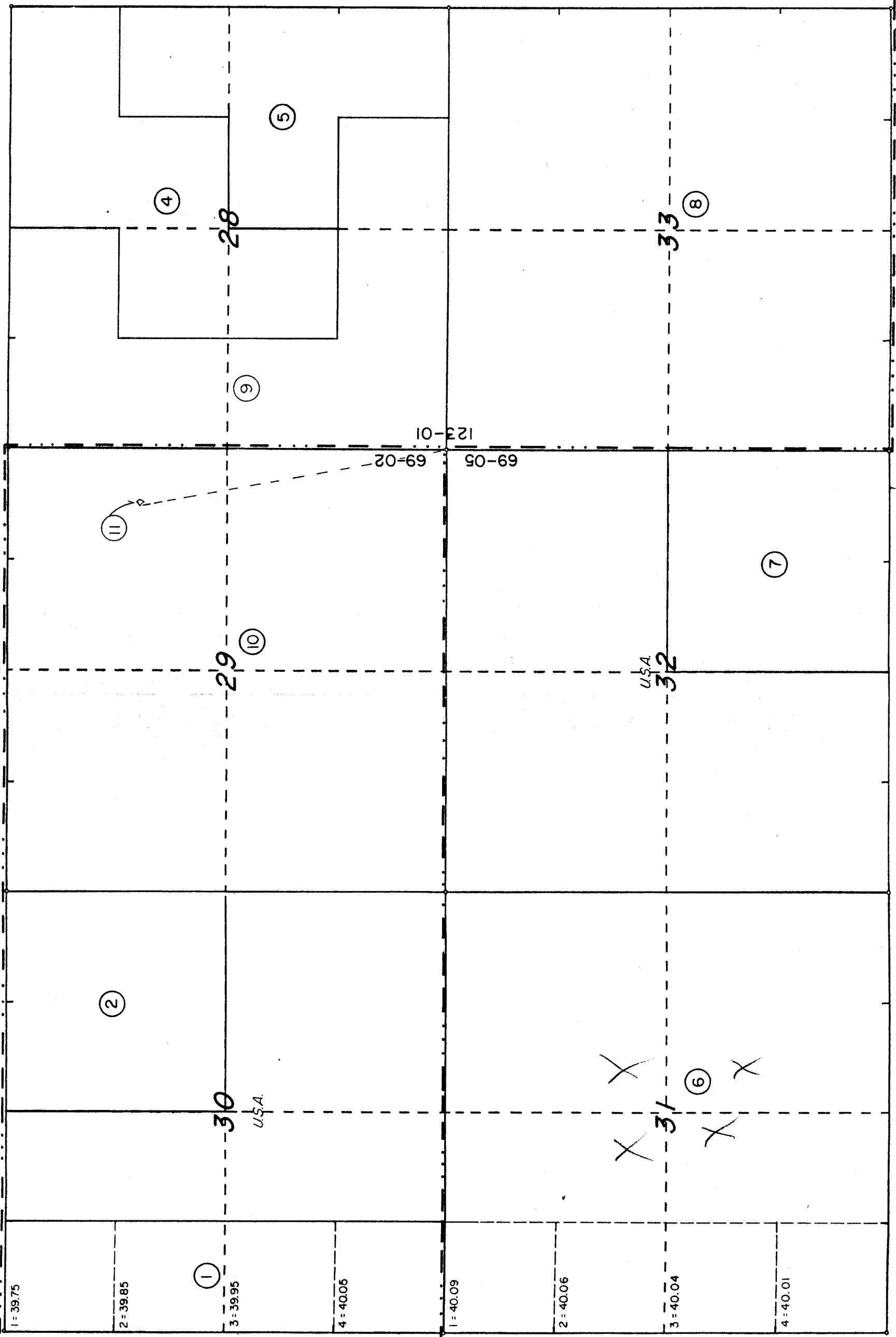
Tax Area Code
69-02
69-05
123-01

T 44 N R 7 W

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69-02
123-01

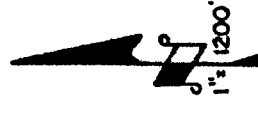


69-02
69-05
25

123-01
74-02

Assessor's Map
County of Siskiyou, California

Book
22



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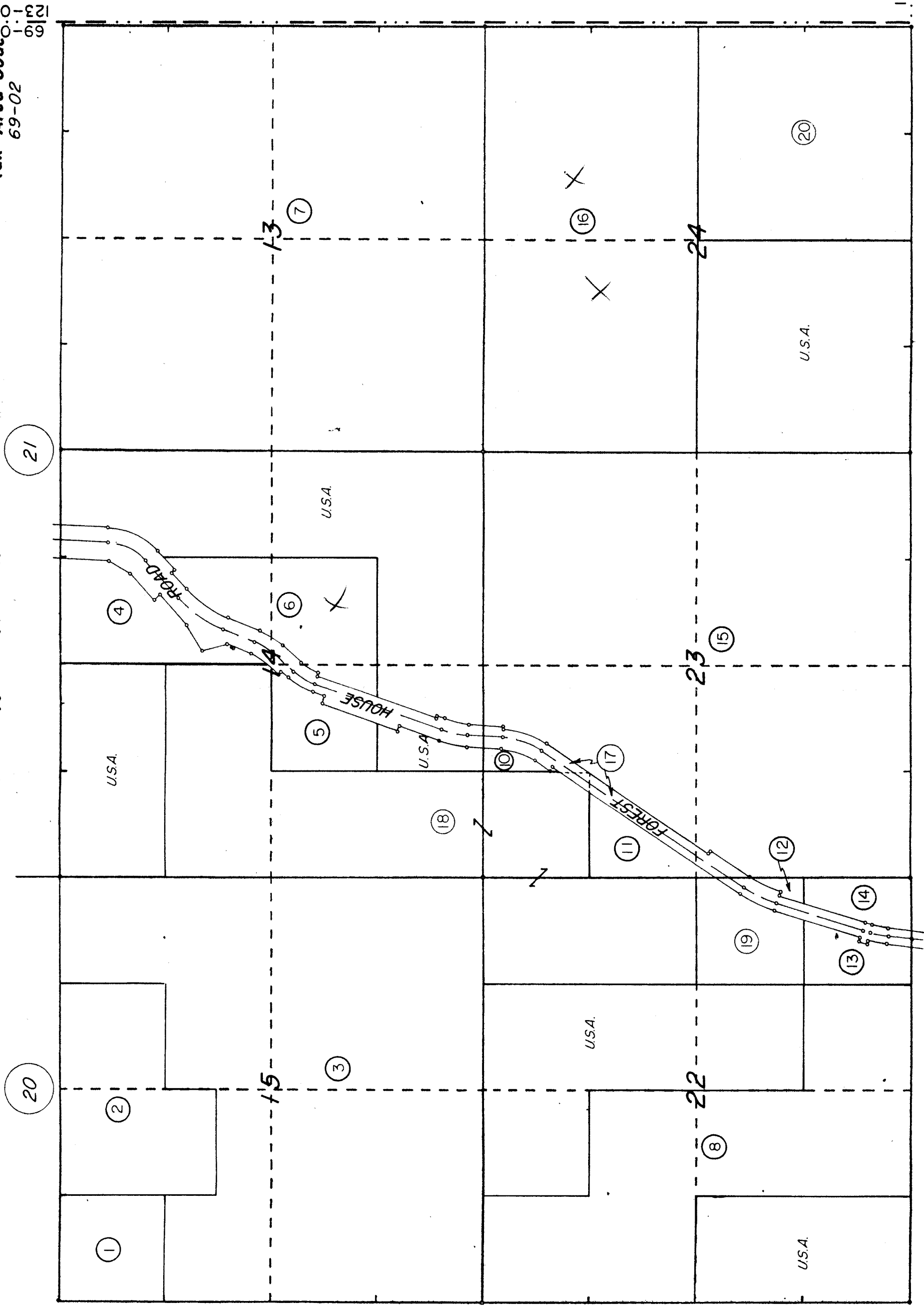
32

123-01
69-02

T 44 N R 8 W

VBL 001 PAGE 76

Tax Area Codes: 0-0
69-02



Assessor's Map
County of Siskiyou, California

25

T 45 N R 7 W

Tax Area Code
123-01

13-22

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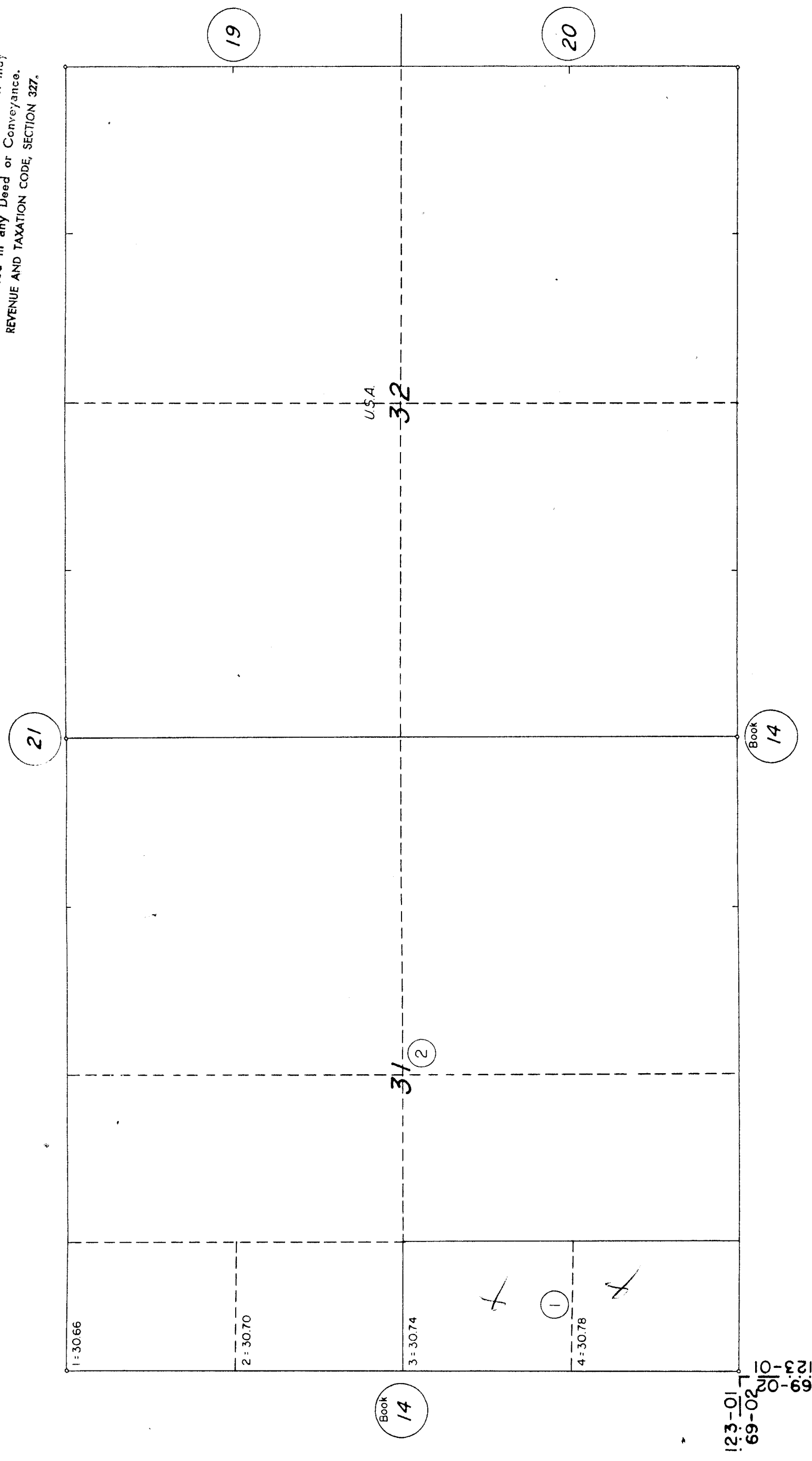


Exhibit G-1

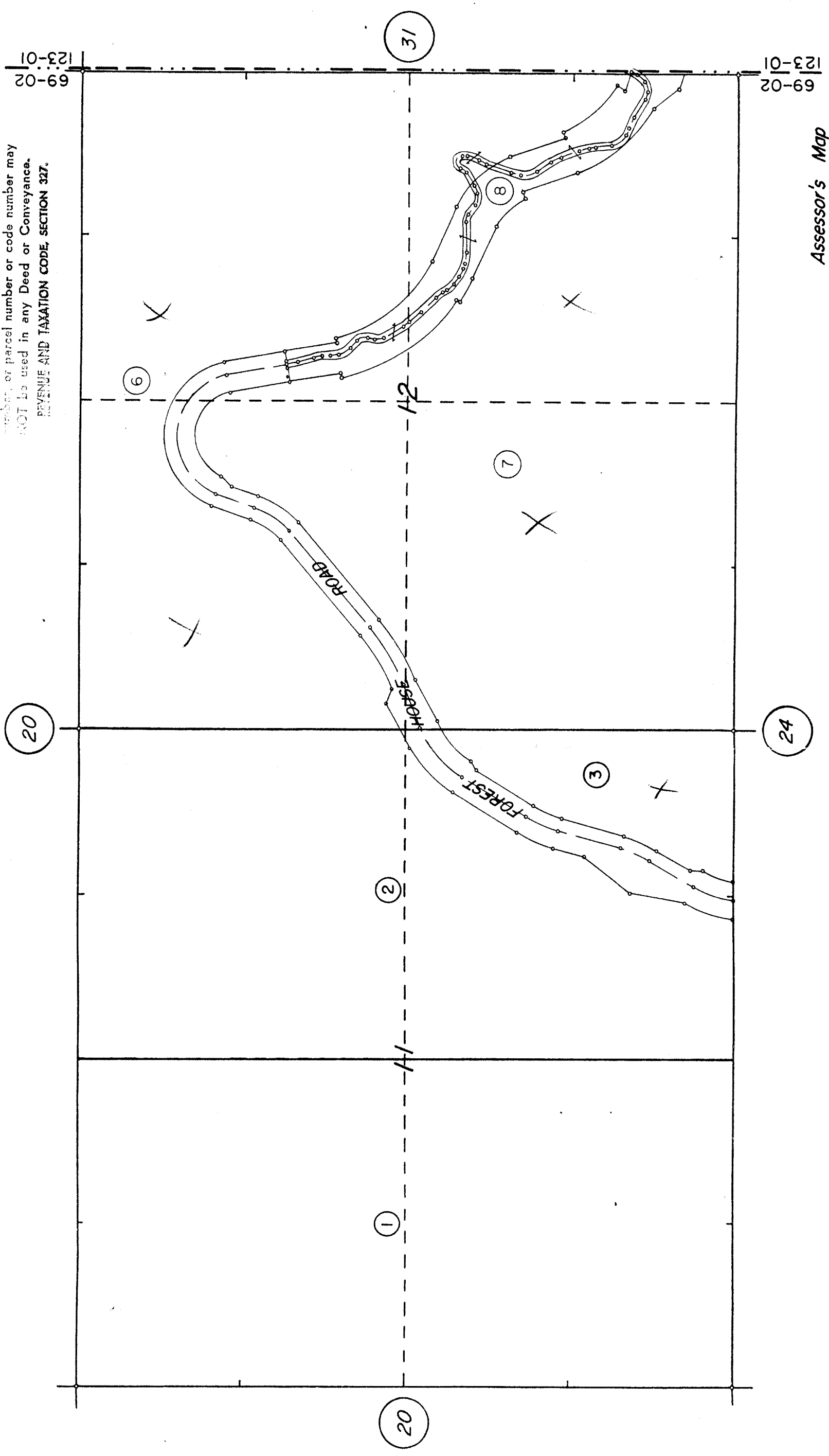
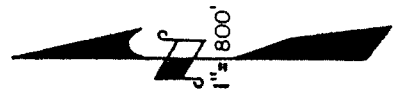
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VOL 651 PAGE 80

Tax Area Code 69-02

14-21

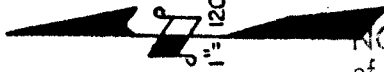
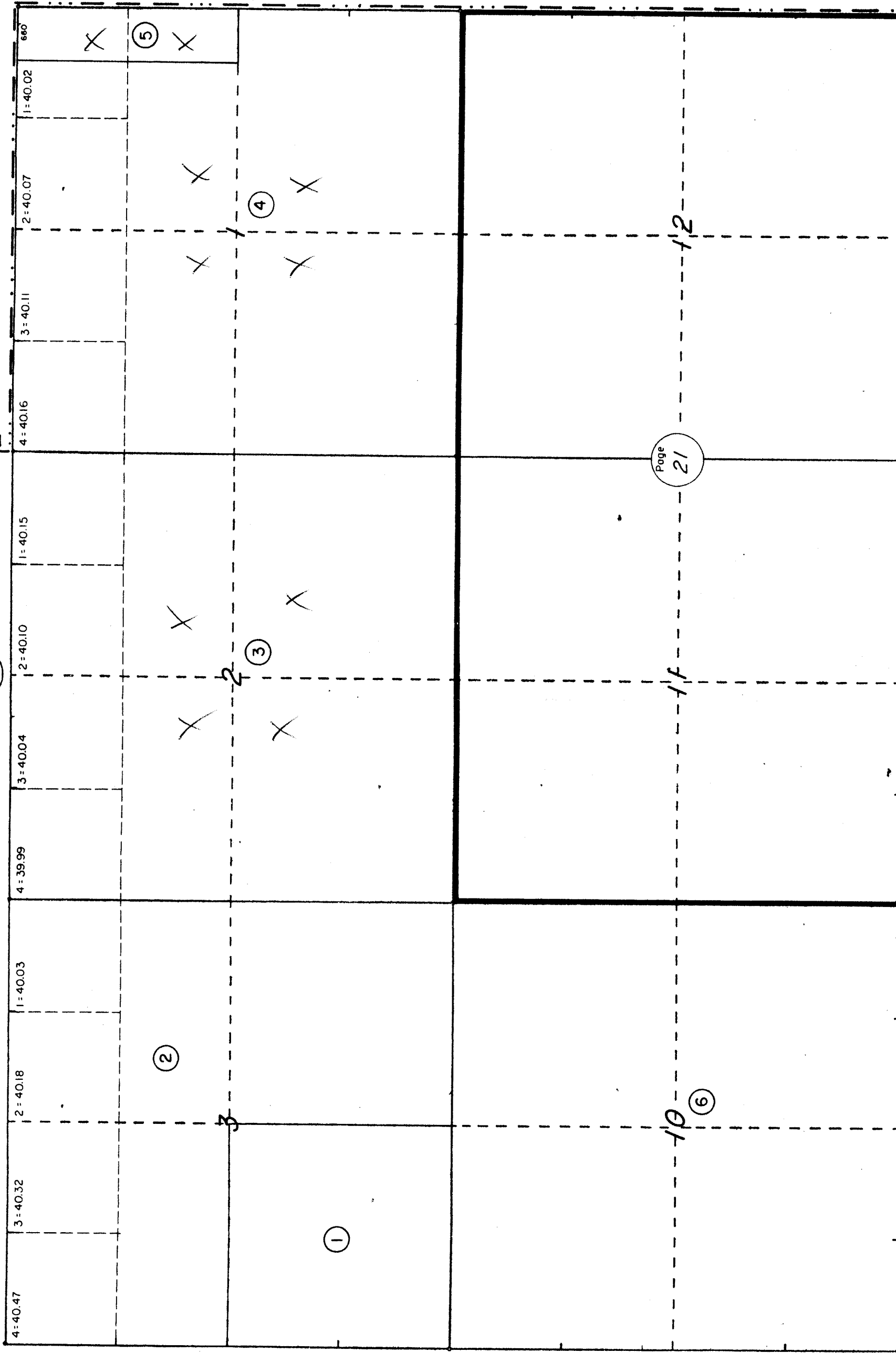
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Assessor's Map
County of Siskiyou, California

Exhibit G-1

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REVENUE AND TAXATION CODE, SECTION 327.

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Page 21

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Assessor's Map
County of Siskiyou, California
69-02
123-01

Tax Area Code
69-02
123-01

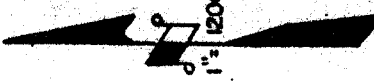
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T 45 N R 8 W

14-18

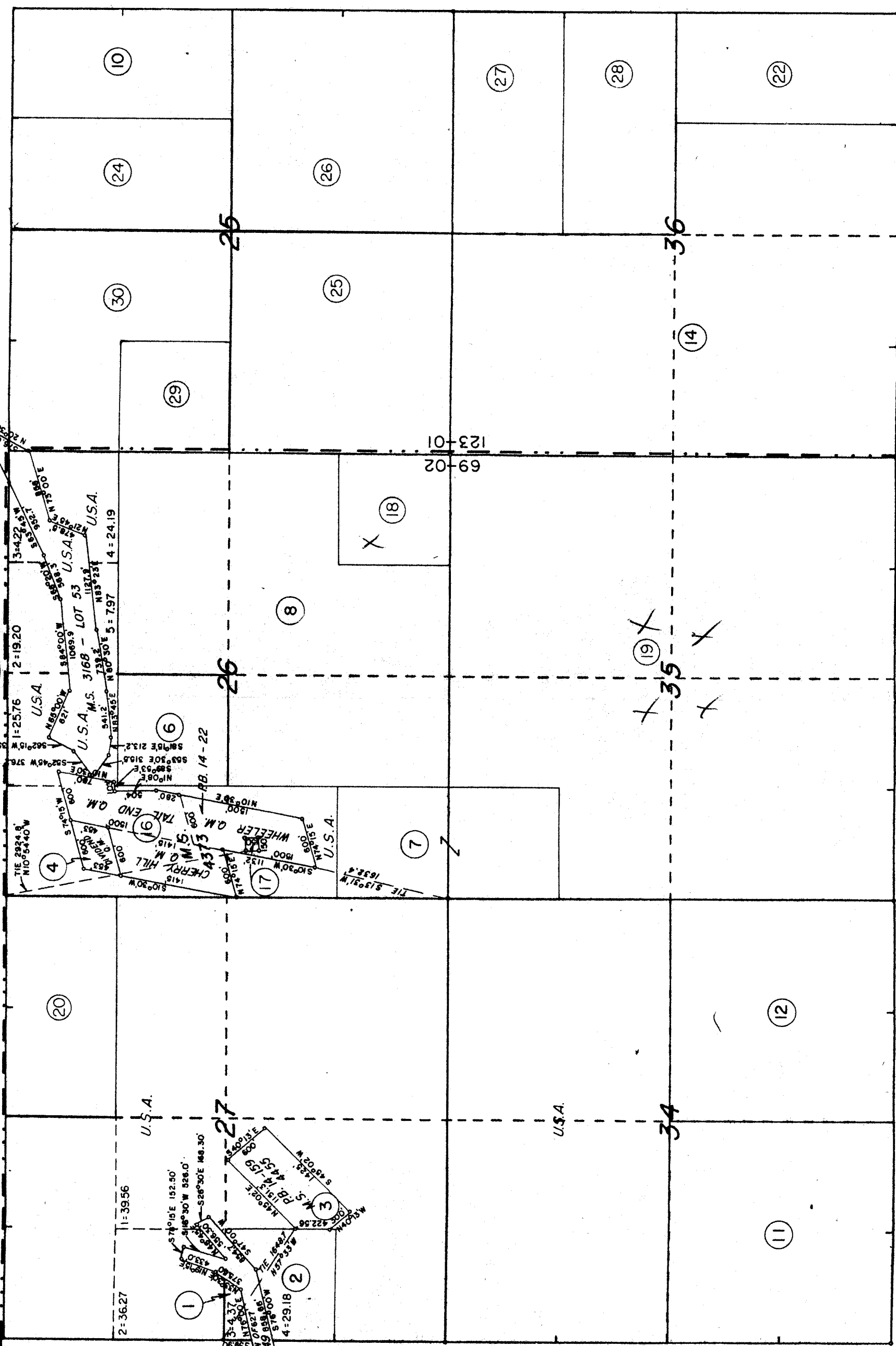
123-01
69-02

VOL 651 PAGE 85



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123-01
69-02



123-01
69-02
Assessor's Map
County of Siskiyou, California

20

Tax Area Code
56-01
123-01

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T 44 N R 7 W

Book 13

010-95

123-01

4=40.38

1=40.49

2=40.59

3=40.69

4=40.79

Page 46

Page 47

Page 48

Page 49

Page 50

Page 51

Page 52

Page 53

Page 54

Page 55

Page 56

Page 57

Page 58

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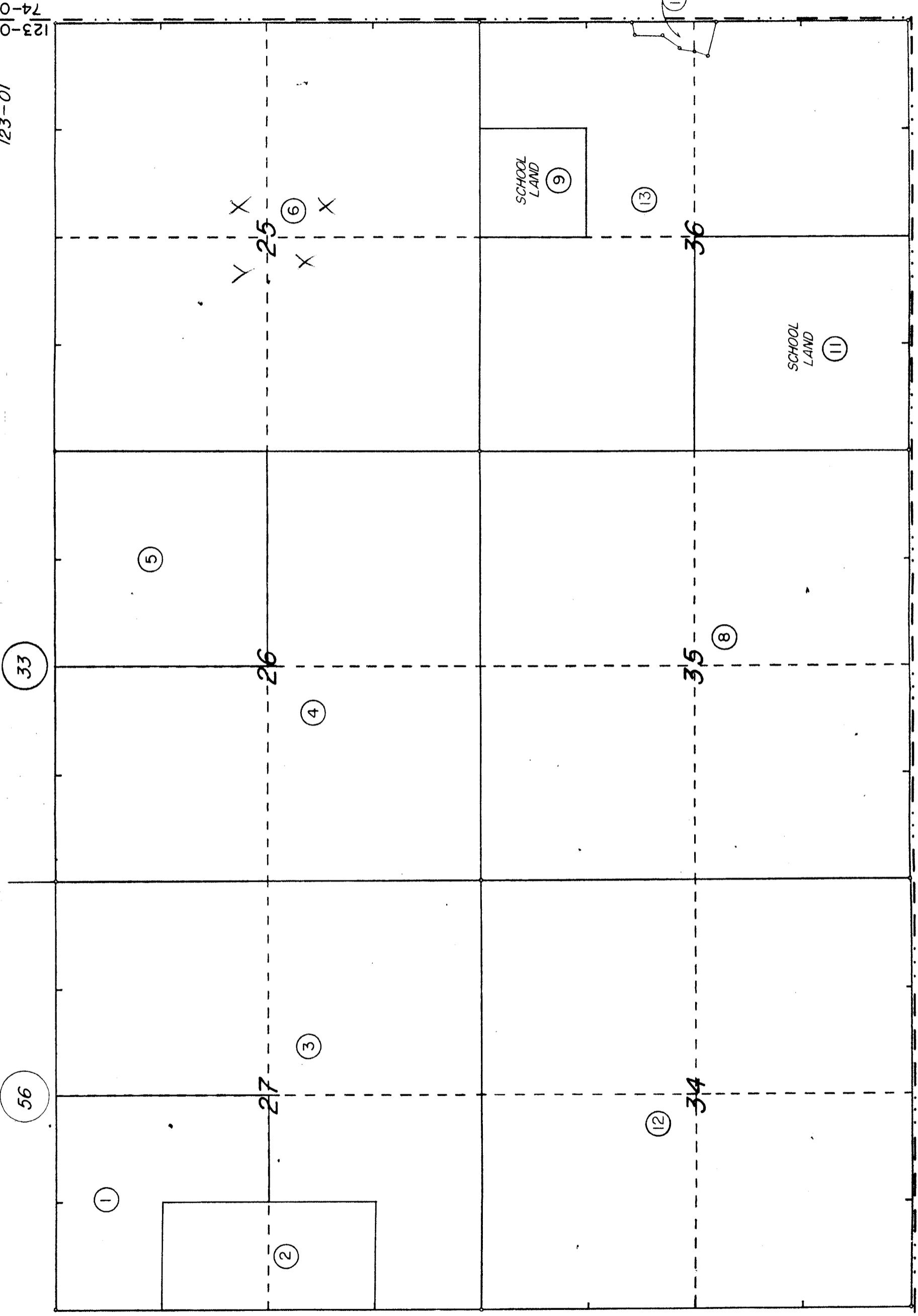
Page 345

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REVENUE AND TAXATION CODE, SECTION 327.

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Tax Area Code
123-01
123-0
74-02

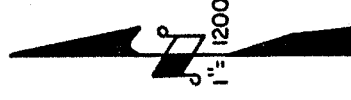
T 44 N R 7 W VBL 651 PAGE 88



123-01
69-05
74-02
39-05

Assessor's Map
County of Siskiyou, California

Book 22



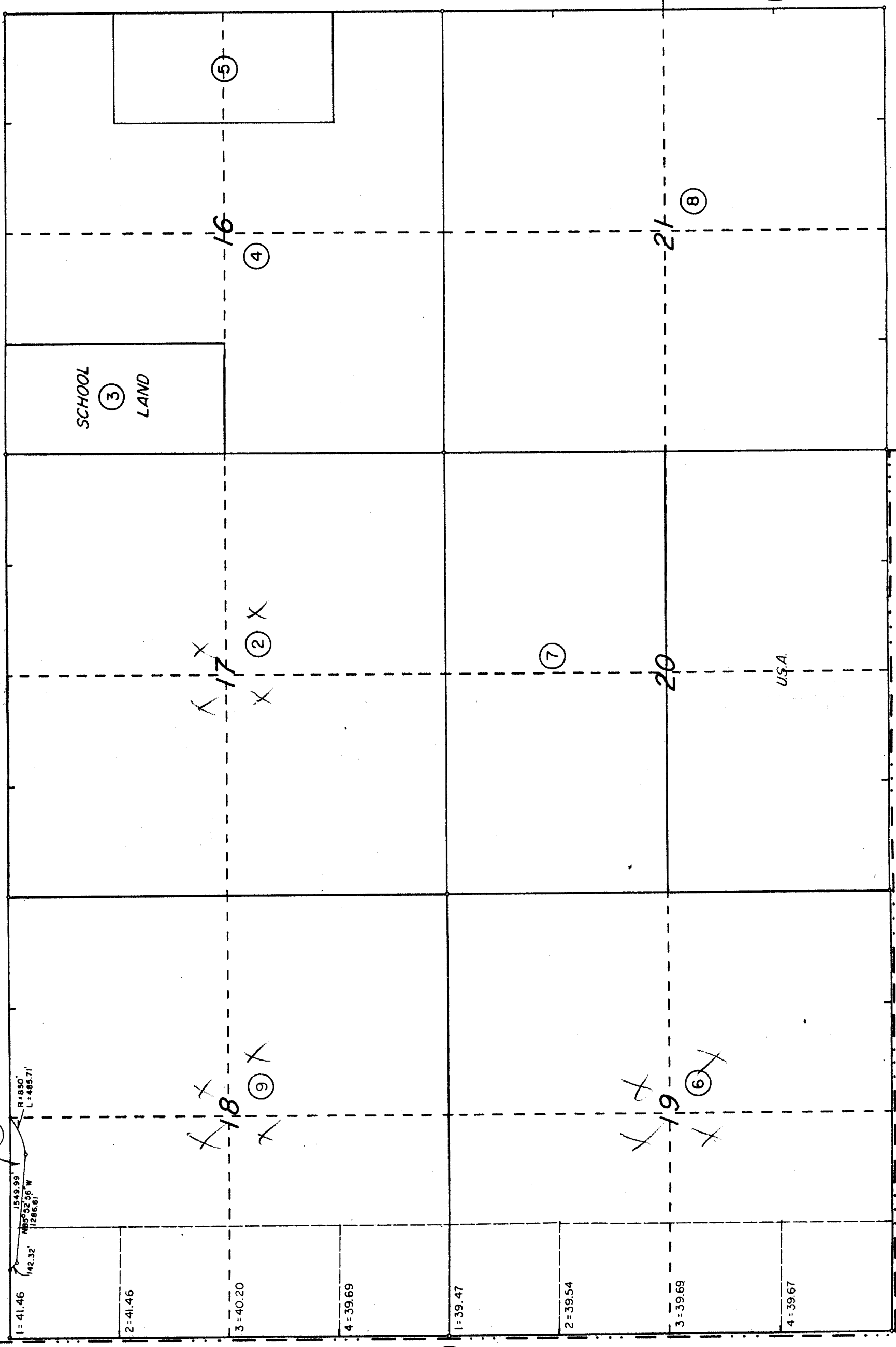
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Tax Area Code
123-01

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T 44 N R 7 W

31



Assessor's Map
County of Siskiyou, California

69-02
24-01

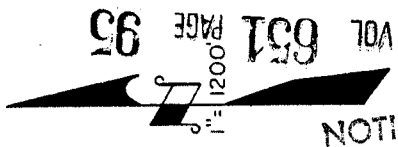
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69-02
123-01

Tax Area Code
69-02
69-05

T 43 N R 8 W VOL 651 PAGE 94

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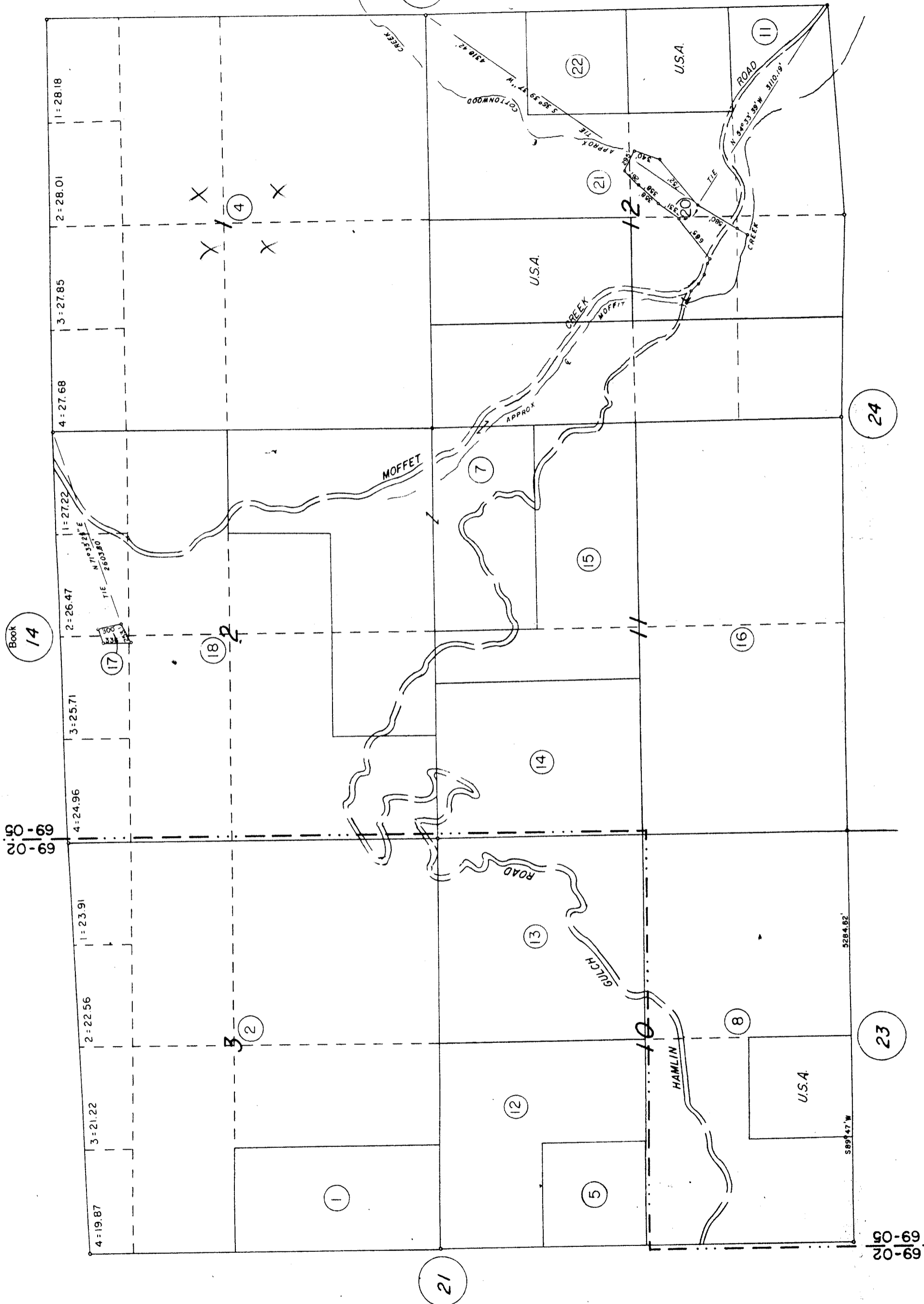


Exhibit G-1

69-02
20-69

OK

TELEPHONE
842-3581

FRED W. BURTON
ATTORNEY AT LAW
OFFICES 300 NORTH MAIN STREET
P. O. BOX 186
YREKA, CALIFORNIA 96097

December 16, 1971

County Clerk
Siskiyou County Court House
Yreka, California

Re: Agricultural Preserve Contracts

Dear Madam Clerk:

I hand you herewith four applications for Agricultural Preserve Contracts. These all apply to lands operated at Forest House Ranch. The largest ownership consists of 7,134.92 acres owned by the partnership. The undersigned also applies for 400 acres owned by himself as an individual, used in conjunction with the ranch.

Fred W. Burton and Patricia Davidson also apply for 320 acres owned by them as tenants in common. This is land used as a part of Forest House Ranch.

Finally, Barbara Richardson, Lynda See and Timothy Burton apply for 80 acres that they co-own, which is used as a part of the same ranch.

Your consideration is appreciated.

Very truly yours,



FRED W. BURTON

FWB:hlh

Enc.

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

9th day February 1972

PRESENT: Supervisors Mike Belcastro, Phil Mattos and Ernest Hayden. Chairman
Hayden presiding.

ABSENT: Supervisors Earl F. Ager, and George Wacker.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

**RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN
NEW AGRICULTURAL PRESERVE.**

It was moved by Supervisor Mattos, seconded by Supervisor Belcastro, that Resolution No. 184, Book 4, being a Resolution approving Agricultural Preserve Contracts in new Agricultural Preserve, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said contracts prior to March 1, 1972. Further, the following names are those listed on Exhibit A attached to Resolution 184, Book 4, whose contracts have been approved:

Brimmer, Archie
Brown, Robert or Eleanor H.
Burton, Fred W.
Burton, Fred W. and Davidson, Patricia
Clement, Paul, Edward and Albert
Clement, Paul and Edward
Criss Bros.
Costa, Arlan E., et al
Cross, George M.
Cross, George M.
Cross, Lucinda
Cross, Rose M.
Davidson, Patricia
Dexter, Roland G.
Fiock, Henry E. and Clement, Paul
Forest House Ranch
Fred W. Burton
Patricia Davidson
Barbara Richardson
Lynda See
Timothy Burton
Hiway Market, Inc.
W. C. Ealy, President

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE. (CONT'D)

- Hoellwarth, Orlyn and/or Joyce
- Julien, Edward Hale aka Richard Edward Hale Julien
- Kuck, D. J.
- Kuck, Etta O.
- Lewis, Robert O. and Schaap, Phoebe A.
- Lutz, Ralph
- Machado, Anthony C.
- Machado Ranch Estate
 - Adelaide Machado Lemos
 - Mary Louise DeAvilla
 - Anthony C. Machado
 - Frank H. Machado
- Martin, Brice Cooper and Brice P.
- Makel, Harry and Madeleine
- McKay, Addie
- Nilsson, Claes & Geraldine
- Peters, William & Evelyn
- Peters, William C. and Evelyn W.
- Rainey, Fred A. and Clarence R.
- Ralphs, Walter W., Jr. and Jone W.
- Richardson, Barbara, Lynda See and Timothy Burton
- Robison, Carroll
- Rogers, W. W. (deceased) and Lewis D. Maplesden as Life Tenant
- Sargent, Ethel R.
- Selby, Gene & Alma
- Smith, Richard M.
- Smith-Sawyer, Inc., by Blair Smith
- Stumbaugh, Ronald and Lila
- Thompson, Denzle L. and Alma L.
- Tobias, Quentin J.
- Walters, Larty
- York, Dorman R. and Marita E.
- York, Dorman R. and Marita E.
- Young, Leland H.
- Young, Leland H. and Mildred A.

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

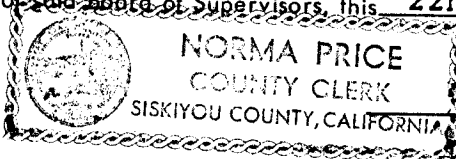
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-9-72

Witness my hand and the seal of said Board of Supervisors, this 22nd day of February, 1972

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

52

MEMBERS:

EARL F. AGER . . . DIST. 1
PHIL MATTOS . . . DIST. 2
MIKE BELCASTRO . . DIST. 3
GEORGE WACKER . . DIST. 4
ERNEST A. HAYDEN . DIST. 5

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

. Fred W. Burton, et al
. Forest House Ranch
. P.O. Box 186
Yreka, California

Dear

Mr. Burton:

Your Land Conservation Contract entered into
with the County of Siskiyou effective February 9,
1972, was recorded February 25, 1972, Vol. 651,
Page 62, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy

hd 210
Filing fee

10445

Clerks Copy #290

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

Fred W. Burton, Ruth L. Burton, Patricia Davidson, Barbara Gregory, Lynda See,

OWNER/OWNERS NAME AS RECORDED: Timothy Burton
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) _____ (no encumbrance)
(if none - write none)

APPLICANT'S NAME (If other than above): same

APPLICANT'S ADDRESS: P. O. Box 186, Yreka, California

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: Fred W. Burton MAILING ADDRESS: _____
Forest House Ranch, P. O. Box 186, Yreka, California

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use Ranch Assessor's Parcel No. (see attached) Acreage (See attached)

RECORDED AT REQUEST OF
Siskiyou County Clerk
30 MIN. PAST 3 P.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 8 1977
Vol 774 Page 329

no chg Total acreage 1871.0 acres

~~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.

FOREST HOUSE RANCH, a copartnership of:
OWNER/OWNERS SIGNATURE: Fred W. Burton
Barbara Gregory By Fred W. Burton attorney in fact
Lynda See By Fred W. Burton attorney in fact
Timothy Burton By Fred W. Burton attorney in fact
Patricia Davidson

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 8th day of Feb, 1977

FRANK J. DEMARCO

County Council

Vol 774 Page 329
Exhibit G-2

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.

VOL 774 PAGE 330

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1977, 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:

14-210-020

14-240-040

14-240-050

14-250-360

14-250-370

14-300-360

14-300-370

~~14-310-010~~

~~14-310-020~~

14-310-030

14-310-100

14-310-110

14-310-150

14-310-360

14-310-380

14-310-390

14-310-400

14-310-410

14-310-420

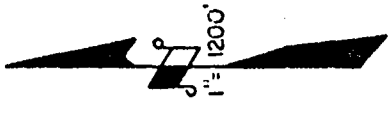
14-430-010

~~14-430-020~~

14-430-200

22-020-010

770 mst 231



Tax Area Code :
123-01
123-04

T 44 N R 7 W

BOOK 13

123-01
69-02

4-40.02
5-40.07
6-40.13
7-40.17

3-39.65

2-39.43

1-39.19

4-39.32

3-39.82

2-40.30

1-40.80

123-01
123-04

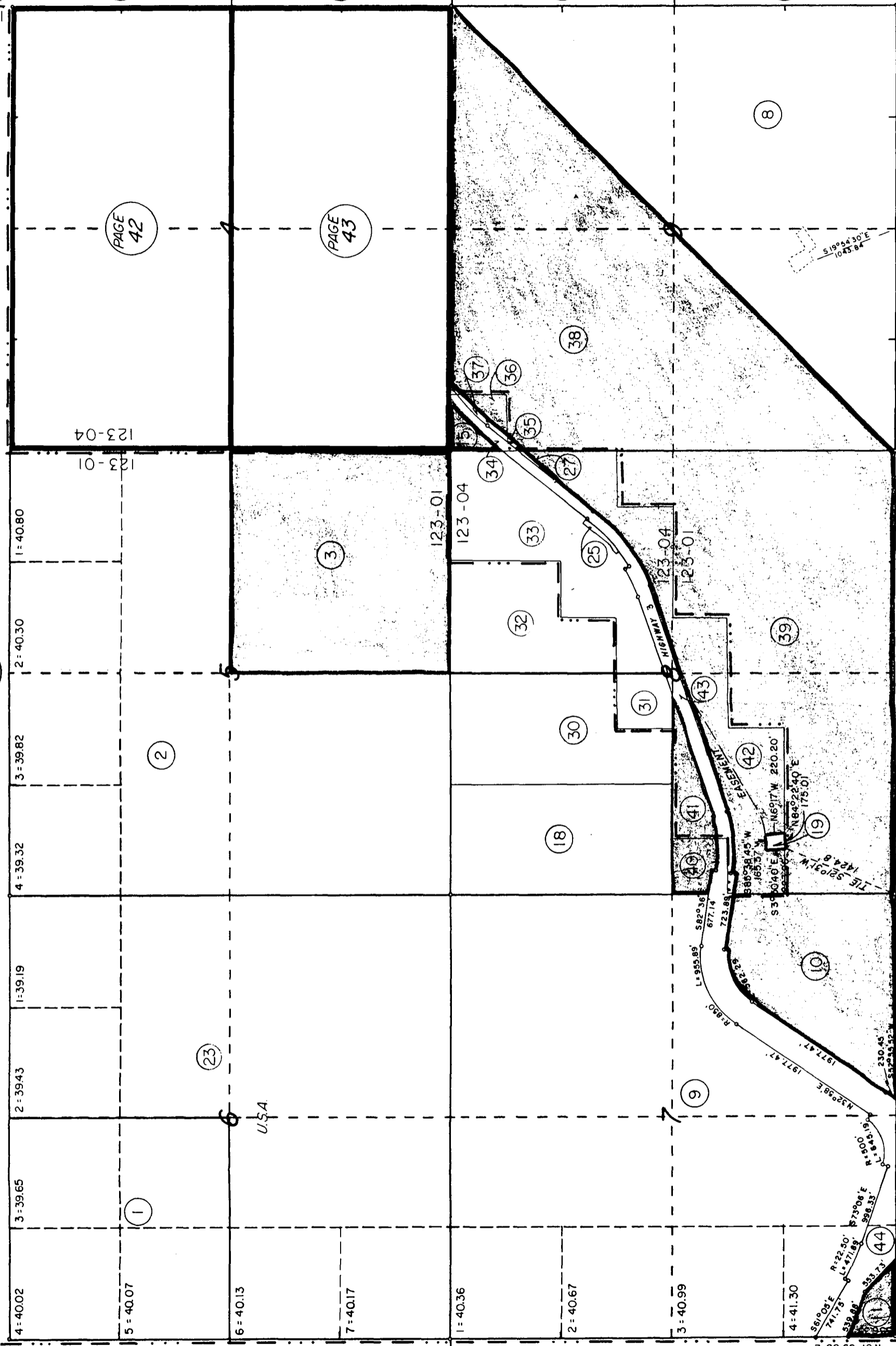
123-01
123-04

123-01
123-04

123-01
123-04

123-01
123-04

123-01
123-04



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PAGE 21

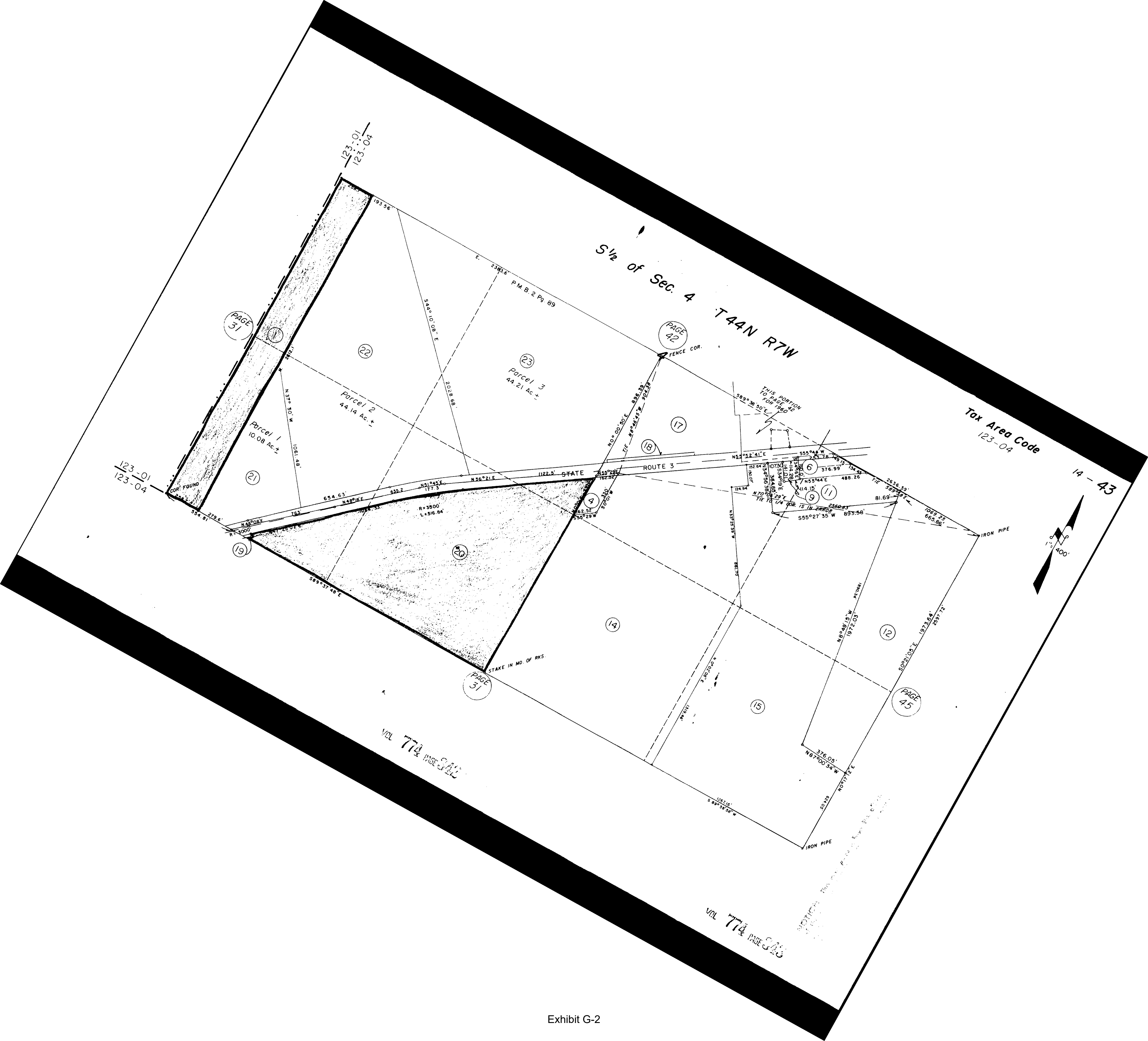
123-01
69-02

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VOL 774 PAGE 32

Assessor's Map
County of Siskiyou, California

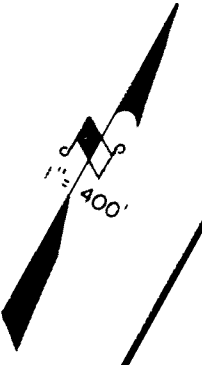
774



S 1/2 of Sec. 4 T44N R7W

Tax Area Code
123-04

14 - 43



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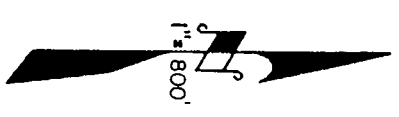
T 44 N R 8 W

Tax Area Code
69-02

14-21

PAGE 20

69-02
123-01

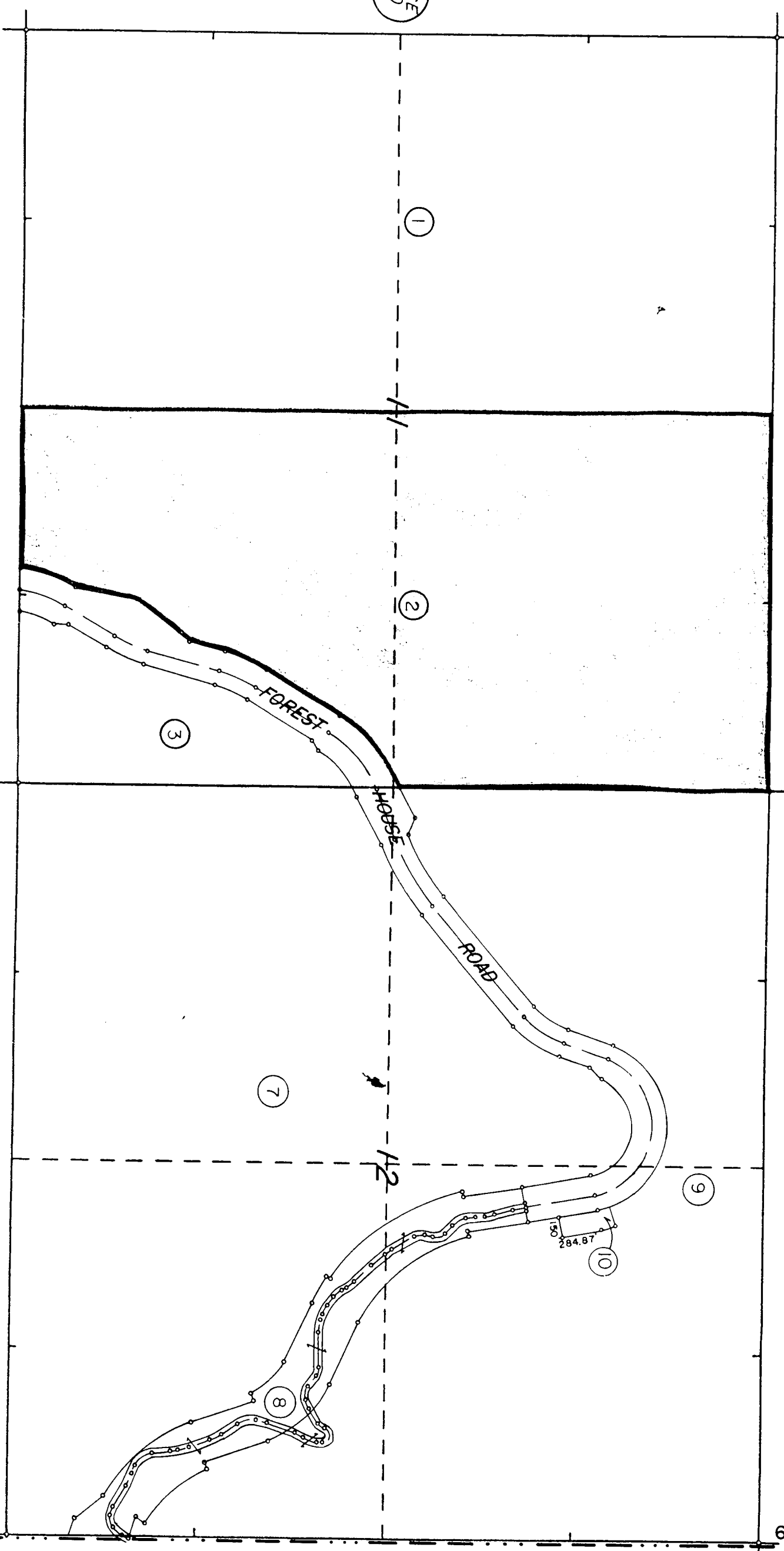


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PAGE 31

PAGE 24

69-02
123-01



Assessor's Map
County of Siskiyou, California

Exhibit G-2

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VOL 774 PAGE 315

NOTICE: This map was prepared by the County Assessor's Office, Siskiyou County, California, and is subject to the provisions of the California Revenue and Taxation Code, Section 413.10, and the County Assessor's Manual, Section 10.1.1.

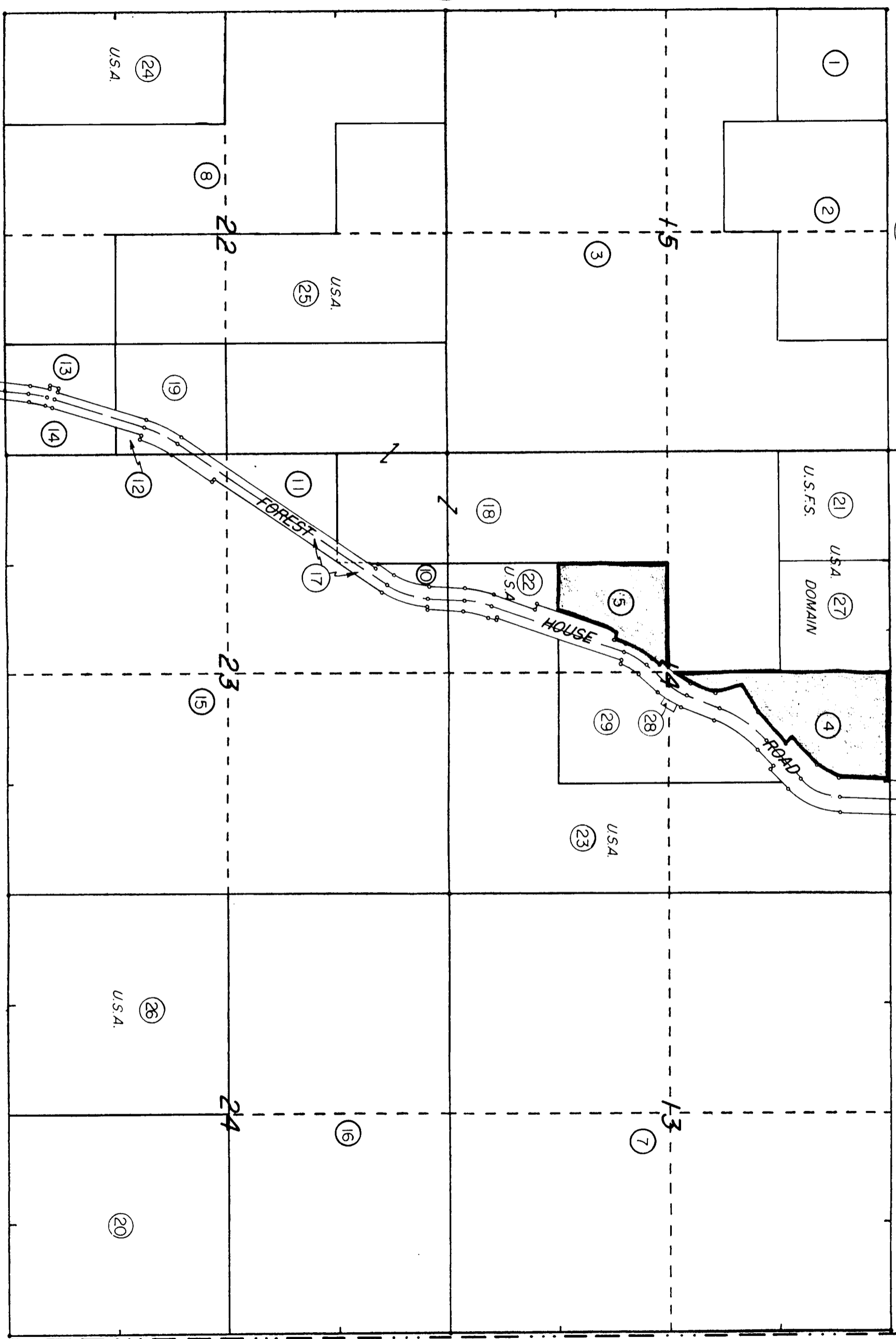
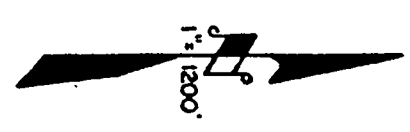
T 44 N R 8 W

PAGE 20

PAGE 21

Tax Area Code: 0
69-02 1:1
69 1:1
9 1:1

14-24



PAGE 23

PAGE 32

Exhibit G-2

123-01
69-02

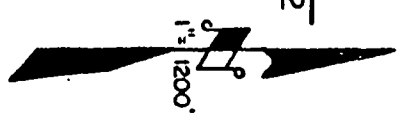
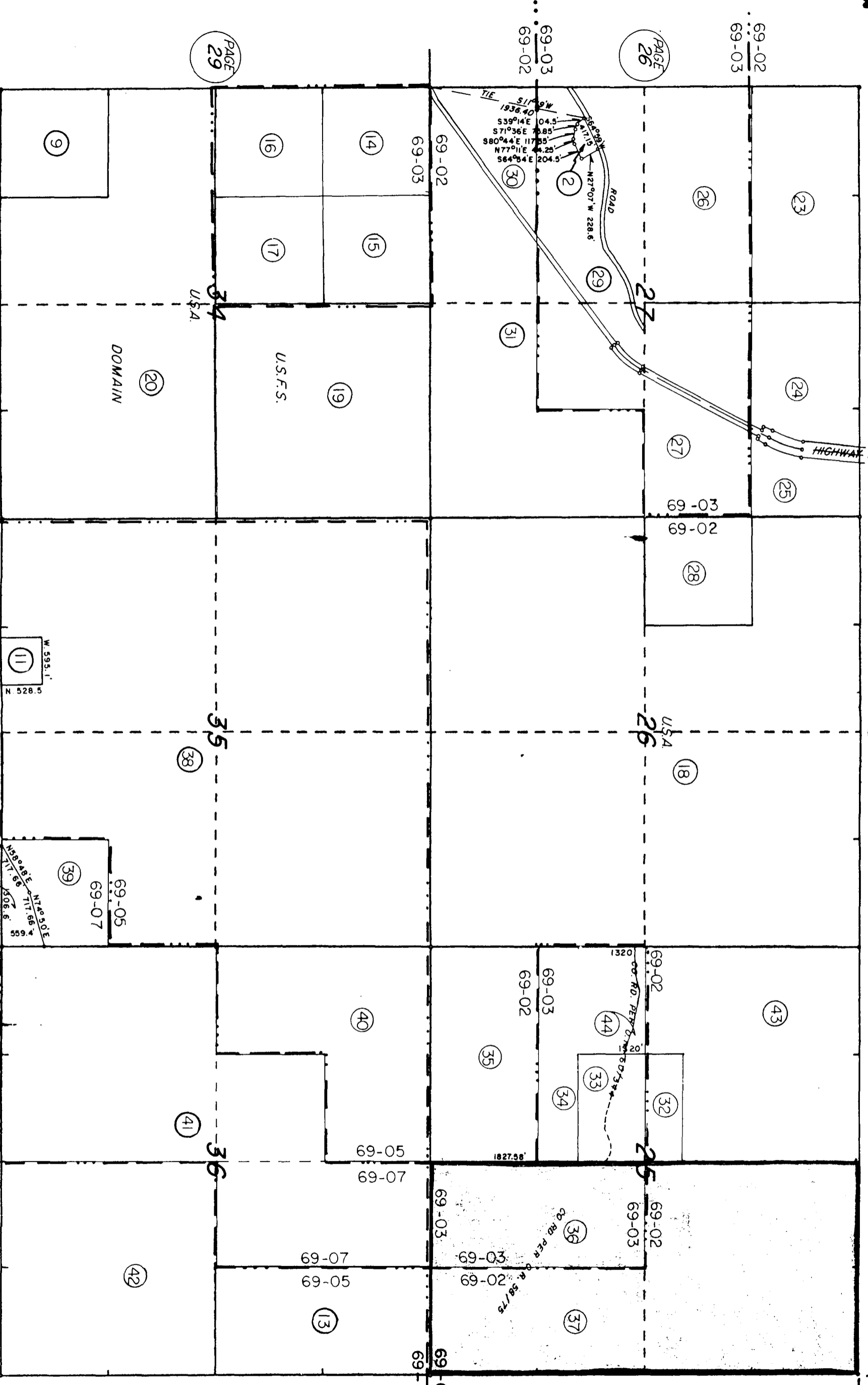
PAGE 25
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Assessor's Map
County of Siskiyou, California
VOL 114 PAGE 350

T 44 N R 8 W

PAGE 24

Tax Area Codes
69-03 69-02
69-07 69-05
69-01
123-01
69-02
14-25



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Exhibit G-2

NOTE: This map was prepared from the original survey records of the County of Siskiyou, Oregon, and is subject to the provisions of the Public Law 94-142, which requires that all maps be based on the original survey records.

Assessor's Map
County of Siskiyou, California
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BOOK 43
69-05
69-07

VOL 714 PAGE 35

69-02
69-05

69-02
69-03

W. 595.1'
N. 528.5'

IND. 117.66' N 17° 40' 50" E
117.66' 55'
305.6'

20' RD. PER. 50/75'
1827.56'

1320'
RD. PER. 50/75'

TIE
S 17° 19' W
1936.40'
S 53° 14' E 04.5'
S 71° 36' E 78.85'
S 80° 44' E 117.55'
N 77° 11' E 4.23'
S 64° 54' E 204.5'

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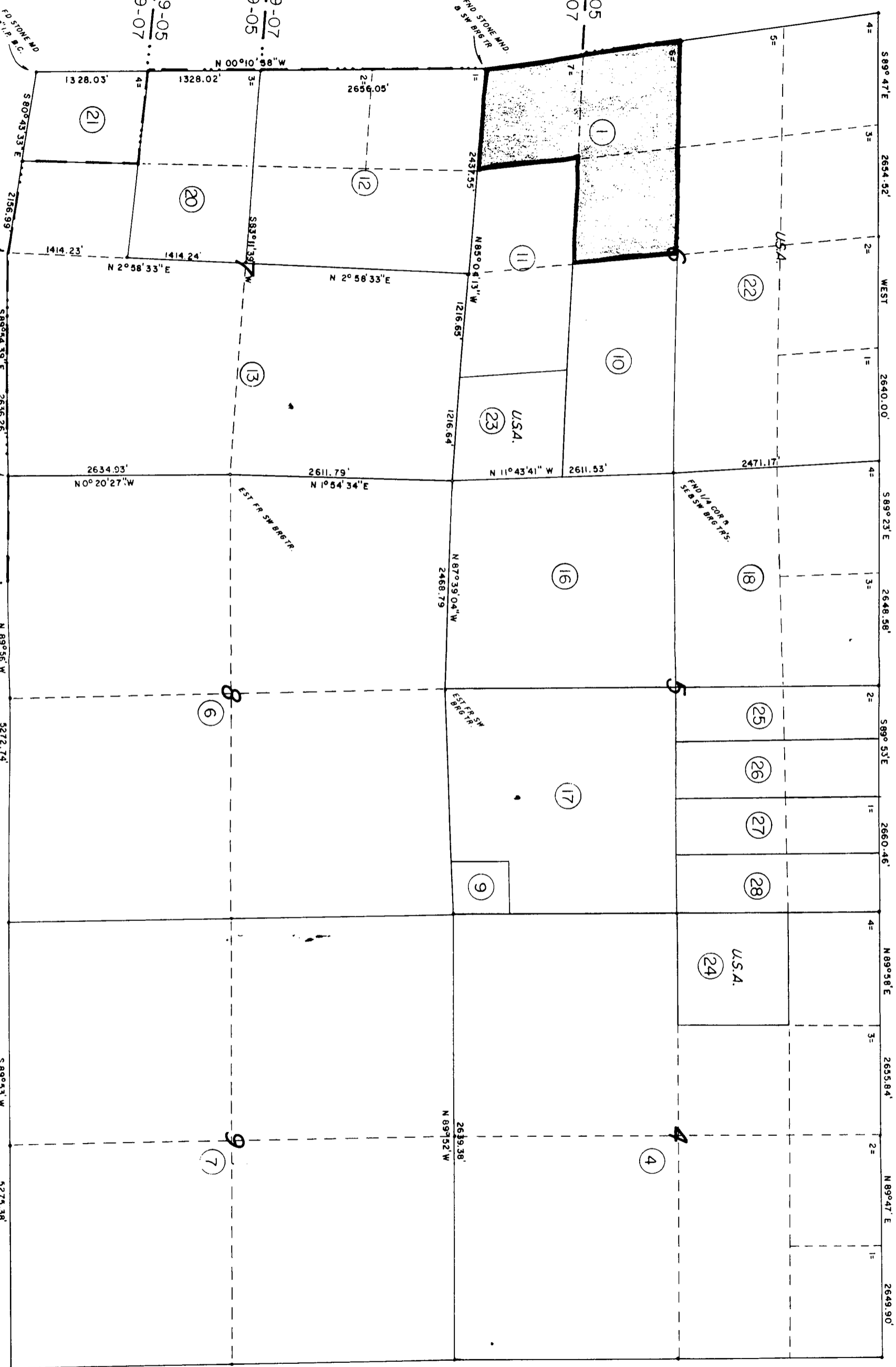
PAGE 26

T 43 N R 7 W

BOOK 14

Tax Area Code
69-05
69-07

22-02



SEC 7 REMAP 69-07
6/29/71 PER 69-05
NEW SURVEY

BOOK 23

PAGE 01

Exhibit G-2

NOTICE: This map page is from the office of the assessor of Wilkes County. The page when printed and used in a public manner may be held liable for any errors or omissions. The assessor's office is not responsible for any errors or omissions.

69-07
69-05
PAGE 01
VOL 114 PAGE 001

VOL 114 PAGE 001

AGRICULTURAL PRODUCTION QUESTIONNAIRE

Fred W. Burton & Ruth L. Burton

OWNER'S NAME Patricia Davidson, Barbara Gregory, Lynda See, Timothy Burton ADDRESS P. O. Box 186

PARCEL NUMBERS c/o Fred W. Burton

(See attached Exhibit "A")

HOW LONG HAVE YOU OWNED THIS LAND? Acquired by family various years since 1909. Present owners acquired by gift and inheritance at times since 1945.

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 1551.0 Carrying capacity 100 head
March-October

Irrigated pasture acreage Same as field crop Carrying capacity 50 units

Dry farming acreage _____ Crops grown _____ Production per acre July-October

Field crop acreage 320.1 Crops grown Hay Production per acre 1 1/2 T
Grass hay cut - then pastured

Row crop acreage None Crops grown None Production per acre None

Grazing AUM See 1 & 2 this Paragraph Fees paid None

Other acreage None Type None Production per acre None

OTHER INCOME:

Hunting rights \$ None per year None acres None Fishing Rights \$ None per year None

Other recreational rights \$ None per year None type None Mineral rights \$ None

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres None

Rental fee per acre None Use of land None

Terms of lease None Lease termination date None

Share cropped with others: Crop None % to owner None Acres None

LAND LEASED TO OTHERS:

Name and address of lessee Richard Morgan Montague, California

No. of acres 320.1 Rental fee per acre _____ Use of land Share crop pasture

Terms of lease Going rate per A U M Lease termination date one year

Share cropped to others: Crop 25 % to owner 320.1 Acres _____

List expenses paid by land owner All taxes and maintenance

This is the same land referred to in Paragraph above "Type of Agricultural Use."

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 Fred W. Burton Barbara Gregory } By Fred W. Burton Date Sept 24 1976
Lynda See Timothy Burton }
Patricia Davidson } Attorney in fact for Barbara Gregory, Lynda See & Timothy Burton

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 NO. 304, BOOK 7
APPROVAL OF NEW AGRICULTURAL PRESERVE CONTRACTS IN
AGRICULTURAL PRESERVE ESTABLISHED BY
RESOLUTION NO. 303, BOOK 7, ADOPTED 1-13-77

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. 303, Book 7,
adopted on 1-13-77, 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, 1977.

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 13th day of January,
1977, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.
NOES: None.
ABSENT: None.



Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, Clerk
Board of Supervisors

By Jeanne Kendrick
Deputy

RESOLUTIONS
NO. <u>304</u>
BOOK <u>7</u>

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 1)

BURTON, Burnell M. & Rose A. R.F.D., Box 60B Fort Jones, California 96032	15-530-040 15-560-020 24-110-180	
BURTON, Fred W. Ruth L. Burton Patricia Davidson Barbara Gregory Lynda See Timothy Burton P. O. Box 186 Yreka, California 96097	14-210-020 14-240-040 14-240-050 14-250-360 14-250-370 14-300-360 14-300-370 14-310-030 14-310-100 14-310-110 14-310-150	14-310-360 14-310-380 14-310-390 14-310-400 14-310-410 14-310-420 14-430-010 14-430-200 22-020-010
BURTON, Homer Bryan, ESTATE OF c/o Fred W. Burton Forest House Ranch P. O. Box 186 Yreka, Ca. 96097	12-080-050	
CARRIER, John Edward & Mark Eric Box 633 Foresthill, California 95631		
AGENT: E. Orlo Davis Rt. 1, Box 117 Montague, Ca. 96064	11-300-010 11-270-070	
COONROD, Donald James & Star Iris Rt. 1, Box 177 Montague, California 96064	11-120-020 11-120-030 11-120-080 11-120-090 11-120-060	11-110-010 19-010-030 11-240-070 11-240-100 19-080-020
DAVIDSON, James J. & Patricia Fort Jones Road Yreka, California 96097	14-31-320 14-31-330 24-260-040	
DeMULDER, David Rt. 1, Box 637 Montague, California 96064	13-250-690	
DEXTER, G. Roland Rt. 1, Box 628 Montague, Ca. 96064	13-250-030 13-250-650 13-250-670	
FINNEY, Pauline R. Meeker 843 W. Harrison Chandler, Arizona 85224	22-230-030 22-420-040	
FLEISCH, Lloyd & Rose A. Rt. 1, Box 271 Montague, Ca. 96064	12-590-060	

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 2)

HANSEN, Walter O. & Barbara S.
P. O. Box 129
Fort Jones, Ca. 96032

24-190-300 24-190-310
24-260-050 23-270-050
23-290-010
24-260-110 (except the SW 1/4
of the NW 1/4 of
Section 36)

24-260-120 (except the NW 1/4 of
the NE 1/4 of Section
36)

HAWKINS, Suzanne
P. O. Box 93
Lickeford, Ca. 95237

AGENT: James Johanson
Box 65
Dorris, Ca. 96023

2-330-020 2-320-050
2-290-050 2-140-120
2-300-100 2-140-140
2-310-010 2-160-110
2-310-030 2-160-100

HEGLER, Arthur A. & Merle R.
Walker Bridge
Klamath River, Ca. 96050

7-360-010
7-570-080
7-570-100
7-570-140

KERNS Enterprises
P. O. Box 876
Tuolumne, Ca. 95379

3-130-060

LEMOS, E.G. & Agnes F.
620 French Street
Yreka, Ca. 96097
(ESTATE OF E. G. LEMOS)

4-040-031 4-060-100
4-040-090 4-060-160
4-040-580 4-060-170
4-040-590 4-080-040
4-060-060

McCOACH, Edward
2914 Shasta View Drive
Redding, Ca. 96001

28-490-150

McKAY, Andrew L. & Alice M.
Box 154
Dorris, Ca. 96023

2-050-100
2-050-130

MONTREUIL, Herman B. & Laurel J.
10522 Orange Park Blvd.
Orange, Ca. 92669

14-120-630 14-390-200
14-120-640 14-390-210
14-120-650 14-390-220
14-120-660 14-400-080

MORRISON & DAVIDSON
Claire H. Morrison
James J. Davidson, Jr.
Star Route
Yreka, Ca. 96097

14-310-020

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AGRICULTURAL PRESERVE APPLICATIONS (PAGE 4)

SILVA, Russell
Rt. 1, Box 317
Montague, Ca. 96064

12-600-130

SOLUS, Ernest E. & Dorothy May
Box 535, Edgewood Rural Station
Edgewood, Ca.

20-130-050
20-160-130
20-310-050
20-320-040
20-340-060

20-340-210
20-340-230
20-350-060
20-350-070
20-340-260
20-360-010

STATE-LINE PRODUCE CO.
c/o Claes Nilsson
P. O. Box 806
Tulelake, Ca. 96134

2-010-030
2-020-100
2-040-070
2-040-130
2-050-040
2-050-090

2-060-010
2-060-020
2-060-050
2-060-060
2-070-030
2-080-050

WHITSETT, Frank & Mildred E.
1200 Maple Street
Yreka, Ca. 96097

12-32-02
22-200-010
22-200-070
22-200-190

22-210-030
22-210-040
22-210-050
22-410-080

WOODWARD, George & Doris
Box 131
Hornbrook, Ca. 96044

11-110-040
19-010-010
19-010-020
19-010-040

774 11-110-040