

Staff Report

Submission Date: December 5, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: The Bacigalupi APA-23-15, Williamson Act Contract No. 71060 and 73025, 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 rangeland and pasture for livestock production and forage.

Location: The project site is located east of the city of Montague on APN's 011-020-040, 011-020-050, 011-020-110, 011-020-200, 011-020-210, 011-030-020, 011-030-030, 011-030-040, 011-030-110, 011-030-120, 011-030-130, 011-030-140, 011-030-150, 011-040-020, 039-110-130, Township 45N, Range 4W, Sections 5, 7, 8, 15, 16, 17, 18, 19 and 20, and Township 45N, Range 5W, Section 24, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71060 and 73025
B. Location Map
C. Zoning Map
D. Williamson Act Contract Amendment Questionnaire
E. Existing Contract and Establishment of Agricultural Preserve
E-1. 71060
E-2. 73025

Background and Discussion

The property owners have submitted this application at the request of the Planning Department. They had previously applied for a contract amendment concurrent with a boundary line adjustment in 1995. The Boundary Line Adjustment was approved and recorded; however, the contract amendment was never processed, leaving the portion of their property, that was part of the Boundary Line Adjustment, under the existing contract. In order to bring all of their property under one contract, as originally proposed in 1995, they are requesting to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under their ownership. The subject property is approximately 4278.46 acres, with 1050 acres under a contract with three different property owners and within two different Agricultural Preserves. To accomplish this request, the Board of Supervisors would need to first amend the existing Agricultural Preserves to remove the applicant's property and establish a new Agricultural Preserve, then approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

Existing Parcels

- APNs 011-020-040, 011-020-050, 011-020-110 and 011-020-210 together are one legal parcel as established as the Bacigalupi Parcel per Boundary Line Adjustment as recorded on December 28, 1995 as Document No. 95-16554
- All remaining parcels proposed as part of this project consist of legal parcels, each of which is 40-acres or larger in size. Each parcel was created prior to the Subdivision Map Act and in compliance with County Subdivision Ordinance effective at the time of parcel creation.

Parcel History

Williamson Act Contracts

- 1050 acres of the subject property is a portion of Williamson Act Contract No. 73025 (Clerk's No. 191) as recorded on February 26, 1973, the Siskiyou County Records in Volume 682 at Page 981.
- 3228.46 acres of the subject property are under Williamson Act Contract No. 71060 (Clerk's No. 41) as recorded on May 5, 1971, the Siskiyou County Records in Volume 621 at Page 459.

Agricultural Preserves

- 1050 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 119, Book 5, adopted on February 8, 1973.
- 3228.46 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Minute Order on February 23, 1971.

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 contiguous and owned in common.

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.

Even though the majority of soil types are Class VI, 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 and Non-Prime Agricultural, 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.

All parcels proposed as part of the project exceed the 40-acre minimum size.

Agricultural Production Uses

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

The property is used for livestock grazing (Exhibit D-1).

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.

There are two residential structures on the property, one owner-occupied and the other by a family member.

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 a Resolutions amending the existing Agricultural Preserves to remove the subject property and create a new Agricultural Preserve and rescinding the 4278.46 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.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang

Agricultural Preserve Administrator

12-5-2023

Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on December 5, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

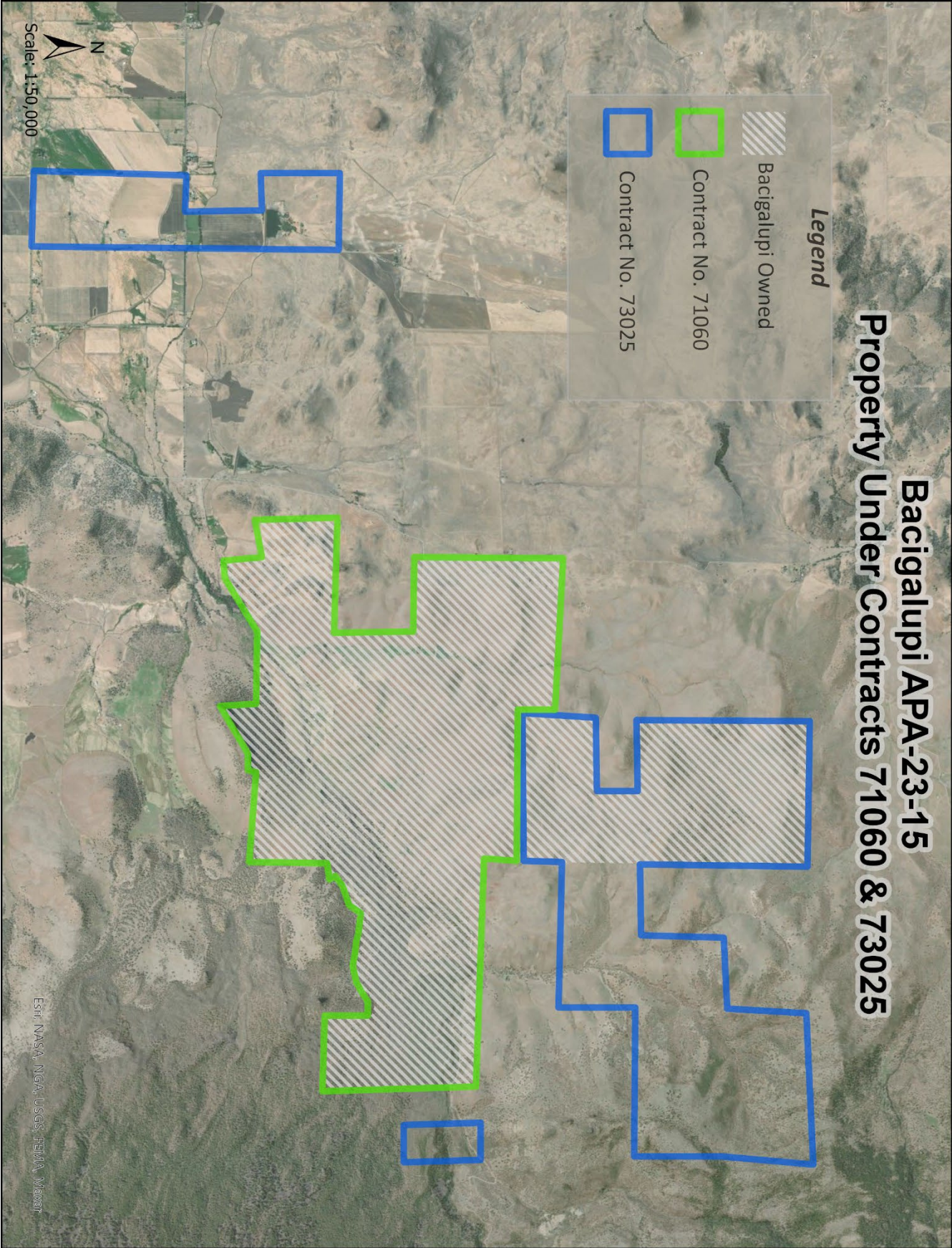


Exhibit A

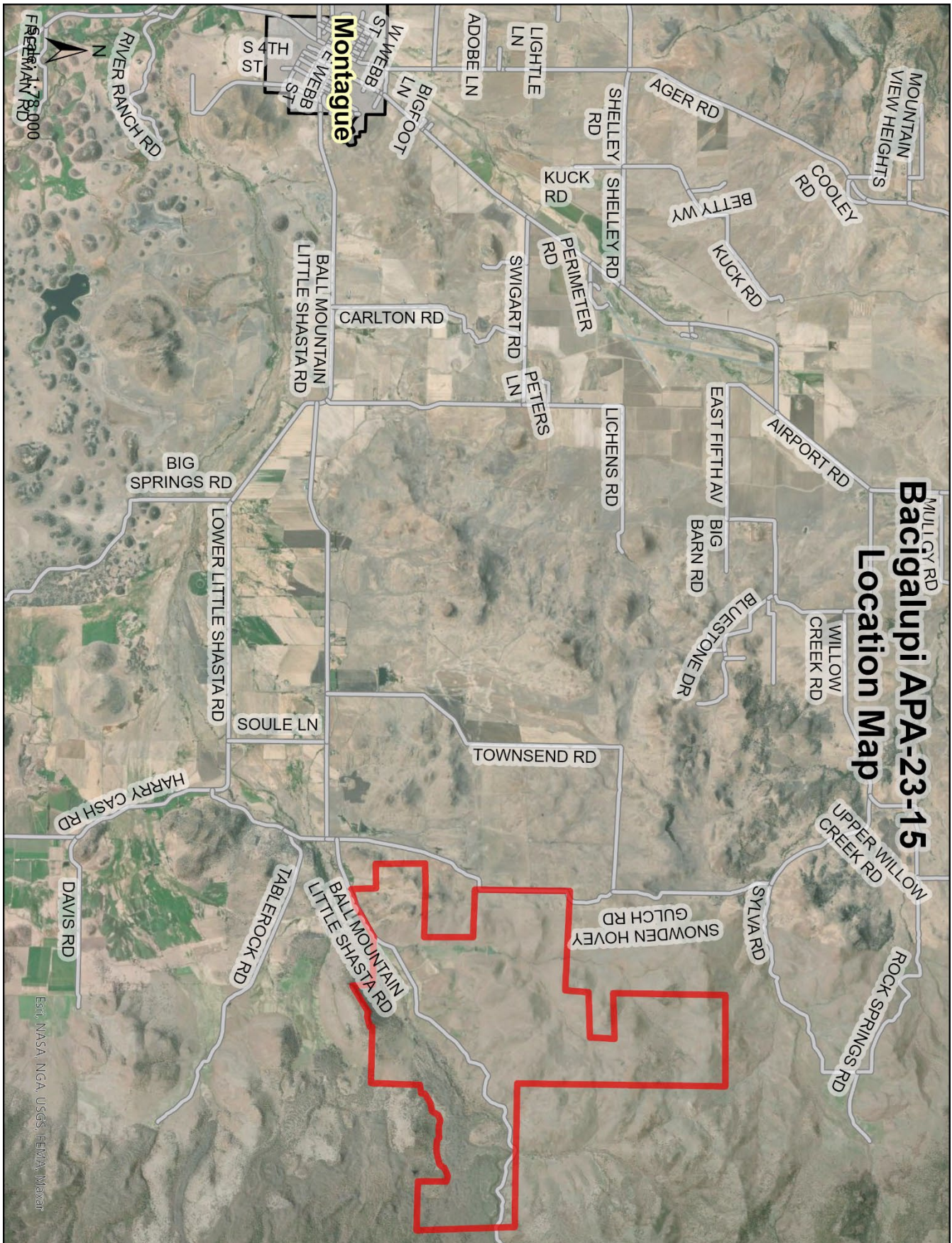


Exhibit B

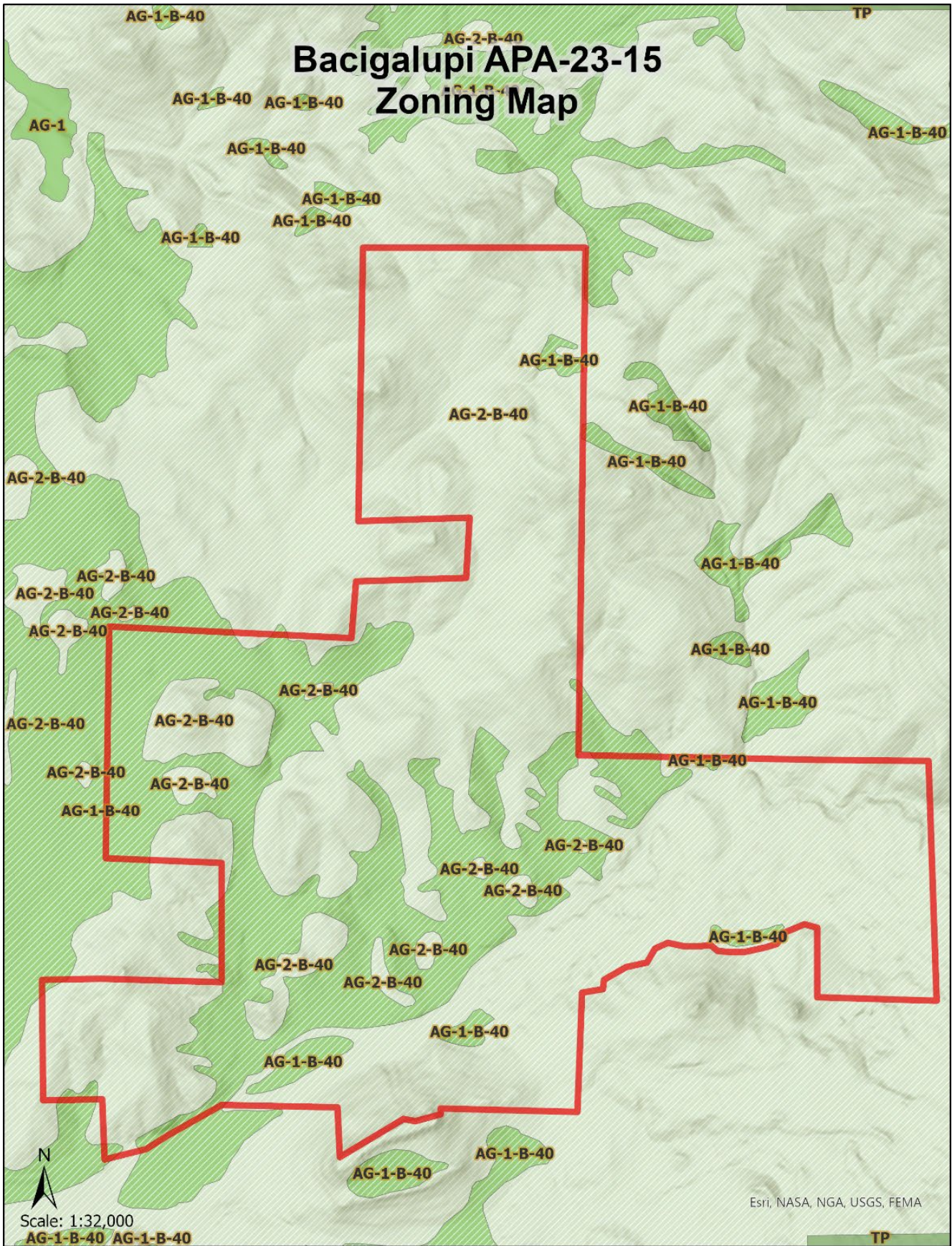


Exhibit C

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Gerald L & Donna L. Bacigalupi Trustee

Address: P.O. Box 309, Montague, CA 96064

Parcel Numbers: 011-020-040, 011-020-050, 011-020-110

How long have you owned this land? Purchased From Carroll Henry
Dec. 28, 1995 Transferred June 19, 2019.

Type of Agricultural Use:

Dry pasture acreage 1,140 Acres

Irrigated pasture acreage 0

Dry farming acreage 0 Crops grown _____ Production per acre _____

Field crop average 0 Crops grown _____ Production per acre _____

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

Row crop acreage 0 Crops grown _____ Production per acre _____

Other acreage 0 Type _____ Production per acre _____

Other Income:

Hunting rights \$ 0 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 0 Number of acres _____

Rental fee per acre \$ _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

List expenses paid by landowner _____

Certification

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

X Signed Donna L. Bacigalupi Date _____
Donna L. Bacigalupi

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 _____

#191

This 16th day of Feb 1973

FILED

11726

FRANK J. WENNESSY
County Counsel

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

Frank J. DeMaio
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: JAMES W. TELLES & DIANE TELLES, PETER EHRMAN,
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Trustee for RICHARD C. TELLES, RICHARD L. DELLER AND GENEVIEVE DELLER (Lienholders) FEDERAL LAND BANK (Lienholder)

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

APPLICANT'S ADDRESS: Rt. 1 Box 81, Montague, 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: JAMES W. TELLES MAILING ADDRESS: RT. 1 Box 81, Montague, California

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF		

Total acreage 6312

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: Peter Ehrman, Trustee
[Signature]
[Signature]

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes _____ No X

PRESENT ZONING: A9, Preserve PRESENT GENERAL PLAN DESIGNATION: 320 Acres - A1 Extensive Agriculture



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 prupose other than the production of Agricultural commodities for commercial purposes and for compatible uses as specified in the Resolution establishing the Agricultural Preserve. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve. No buildings or structures shall be erected upon the Premises except such buildings and structures as are directly related to authorized uses of the Premises listed in said Resolution establishing the Agricultural Preserve.

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

The Board of Supervisors of the County, by resolution, may from time to time during the term of this contract or any renewals thereof amend the resolution establishing said Agricultural Preserve to add to those authorized uses or eliminate a use listed in the Resolution establishing the Agricultural Preserve which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

Section 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or readoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

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

(b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.

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

(d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

Section 8. NO PAYMENT BY COUNTY. The Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed

that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the Owner as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

Section 9. CANCELLATION. (a) This Contract may be cancelled only by mutual agreement of the Owner and County pursuant to Section 51282 of the Act (Government Code) when, after public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (1) such cancellation is in the public interest and not inconsistent with the purposes of the Act, and (2) it is neither necessary nor desirable to continue the restrictions imposed by this Contract; provided, however, this Contract shall not be cancelled until the hereinafter specified cancellation fee has been paid, unless such fee or portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code).

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

(d) The Board of Supervisors may waive or defer payment of the cancellation fee or any portion thereof in accordance with subdivision (c) of Section 51283 of the Act (Government Code).

Section 10. DISTRIBUTION OF DEFERRED TAXES. On receipt of any deferred taxes (cancellation fee) payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

Section 11. DIVISION OF LAND - NEW CONTRACTS. In the event the Premises is divided, a contract identical to the contract then covering the Premises shall be executed by the Owner of each parcel created by the division at the time of the division.

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS. The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

Section 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

Section 15. CONVEYANCE CONTRARY TO CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this Contract, or any renewal thereof may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

Section 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

Section 17. NOTICE. Any notice given pursuant to this contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors
County of Siskiyou
Courthouse
Yreka, California 96097

Notice to the Owner shall be addressed as follows:

JAMES W. TELLES

Rt. 1 Box 81

Montague, California

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

Peter Ehrman, Trustee

[Signature]

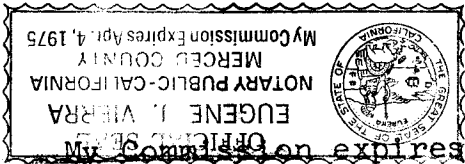
[Signature]

OWNER

STATE OF CALIFORNIA)
COUNTY OF Merced) ss.

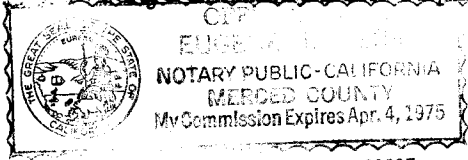
On this 24th day of November, 1972, before me, Eugene J. Vierra, a Notary Public, in and for said Merced County, personally appeared Peter H. Ehrman, Trustee, James W. Telles + Diane Telles known to me to be the person 5 whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

1316 Sixth St., Los Banos, Calif. 93635



Eugene J. Vierra
Notary Public

My Commission Expires: Apr. 4. 1975



ATTEST:

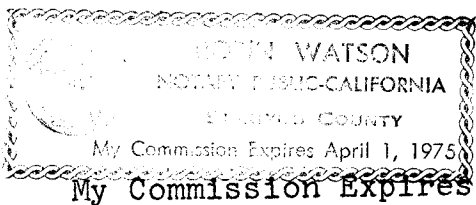
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 16th day of February, 1973, 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: 4-1-75

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 30 day of November, 1972.

Richard L. Deller
Genevieve Deller

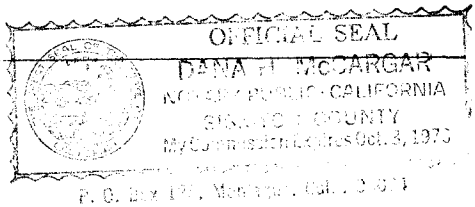
LIENHOLDER, RICHARD L. DELLER
and GENEVIEVE DELLER, His Wife.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 30th day of November, 1972,
before me, D. H. McCargar, D. H. McCargar a Notary Public,
in and for said Siskiyou County, personally
appeared Richard L. Deller & Genevieve Deller known to me
to be the person s whose name s subscribed to the
within instrument, and acknowledged to me that They
executed the same.

D. H. McCargar *D. H. McCargar*
Notary Public

My Commission Expires: _____



BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME James W Telles ADDRESS Rt 1 Box 51 Montague

PARCEL NUMBERS 011-010-010 011-010-020 011-010-040 011-010-050

011-010-060 011-020-040 011-020-050 011-020-050 011-020-110

011-030-130 011-030-010 011-040-010 012-400-060 012-480-03

HOW LONG HAVE YOU OWNED THIS LAND?

012-480-040 012-480-070 012-510-020

TYPE OF AGRICULTURAL USE:

3 months

Dry pasture acreage 4800 Carrying capacity 250

Irrigated pasture acreage 580 Carrying capacity 50

Dry farming acreage 300 Crops grown wheat Production per acre 3/4 ton

Field crop acreage 300 Crops grown Hay Production per acre 3 1/2 tons

Row crop acreage None Crops grown _____ Production per acre _____

Grazing AUM Forest Permit Term 150 Head Fees paid 150.00 yr

Other acreage 700 Type Dry land pasture Production per acre 100 head cap.

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner Madara Pasero No. of acres 4,000

Rental fee per acre 504 Use of land grazing

Terms of lease Year to Year Lease termination date 12/31/73

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

LAND LEASED TO OTHERS:

Name and address of lessee _____

No. of acres _____ Rental fee per acre _____ Use of land _____

Terms of lease None 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 James W Telles Date 12/14/72

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

121-01
87-02

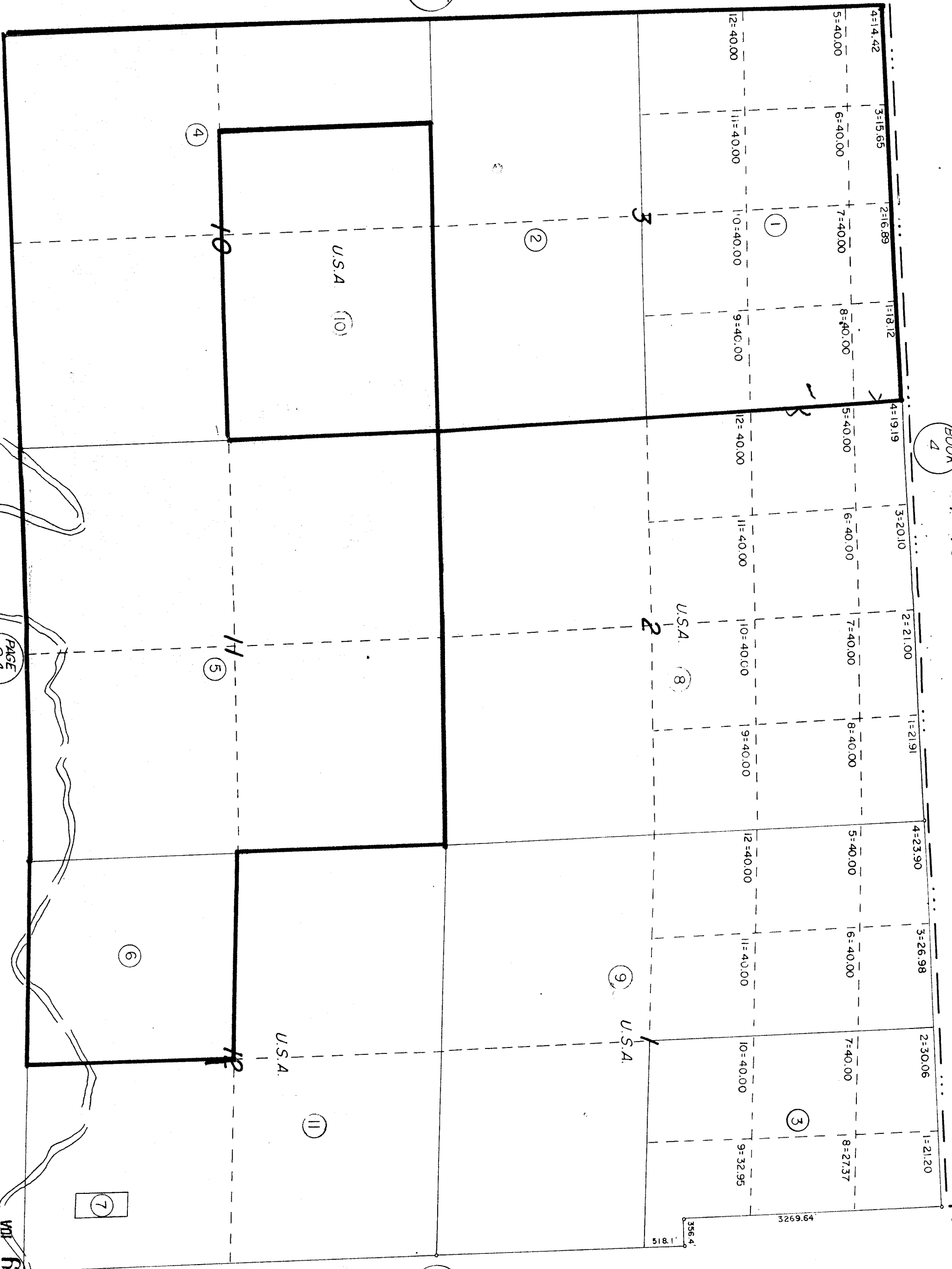
BOOK
4

T 45 N R 4 W M.D.M.

Tax Area Code
87-02

21-01
87-02

11-01



PAGE
02

PAGE
14

WPT 882 PART 993

PAGE
04

WPT 882 PART 993

NOTICE: This map 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 227.

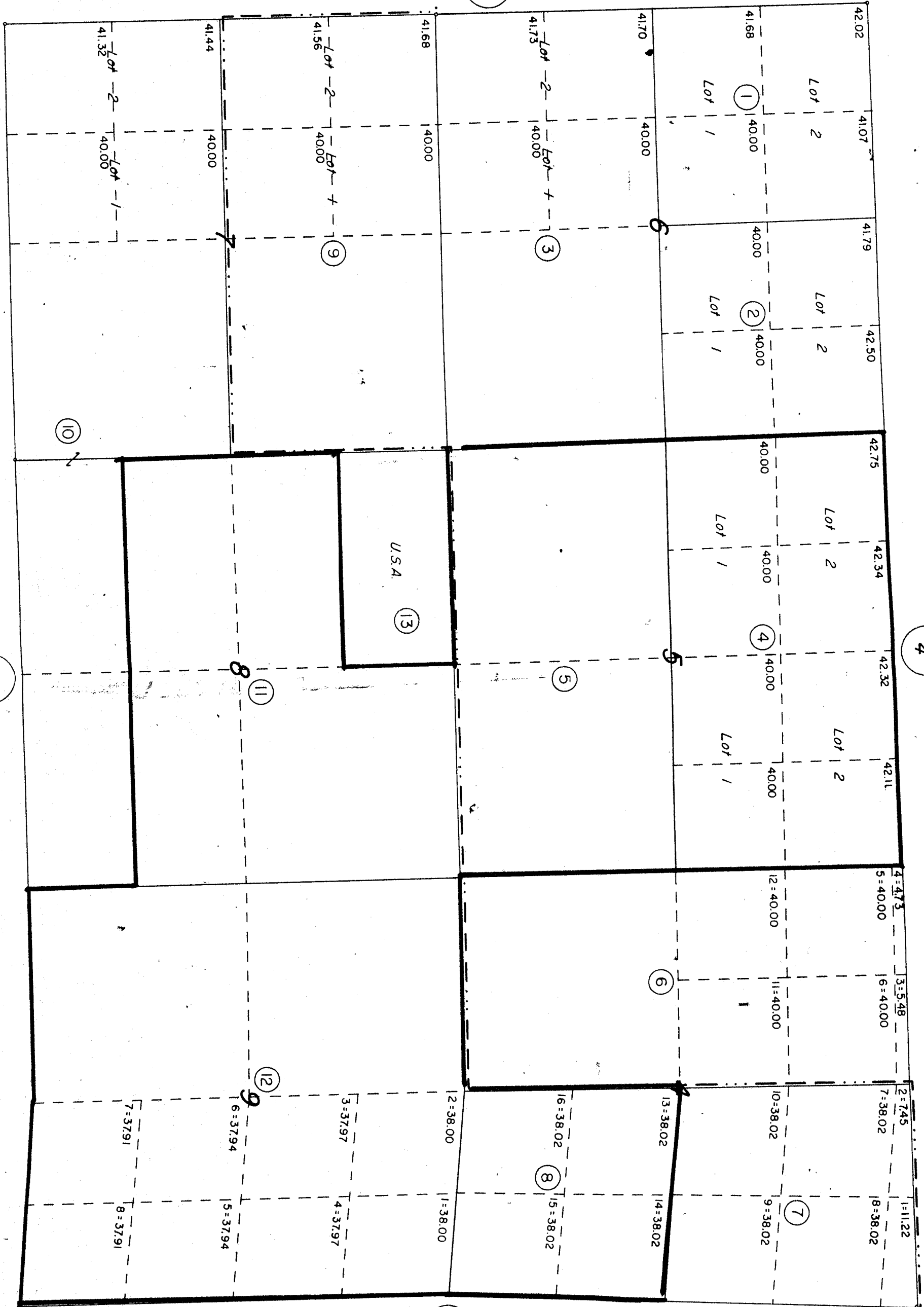
Exhibit E-1

T 45 N R 4 W MDM.

Tax Area Code 11 - 02

Book 4

121-01
87-02



121-01
87-02

Book 12

VOL 682 PAGE 995

03

VOL 682 PAGE 996

01

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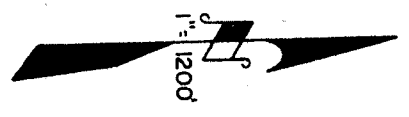


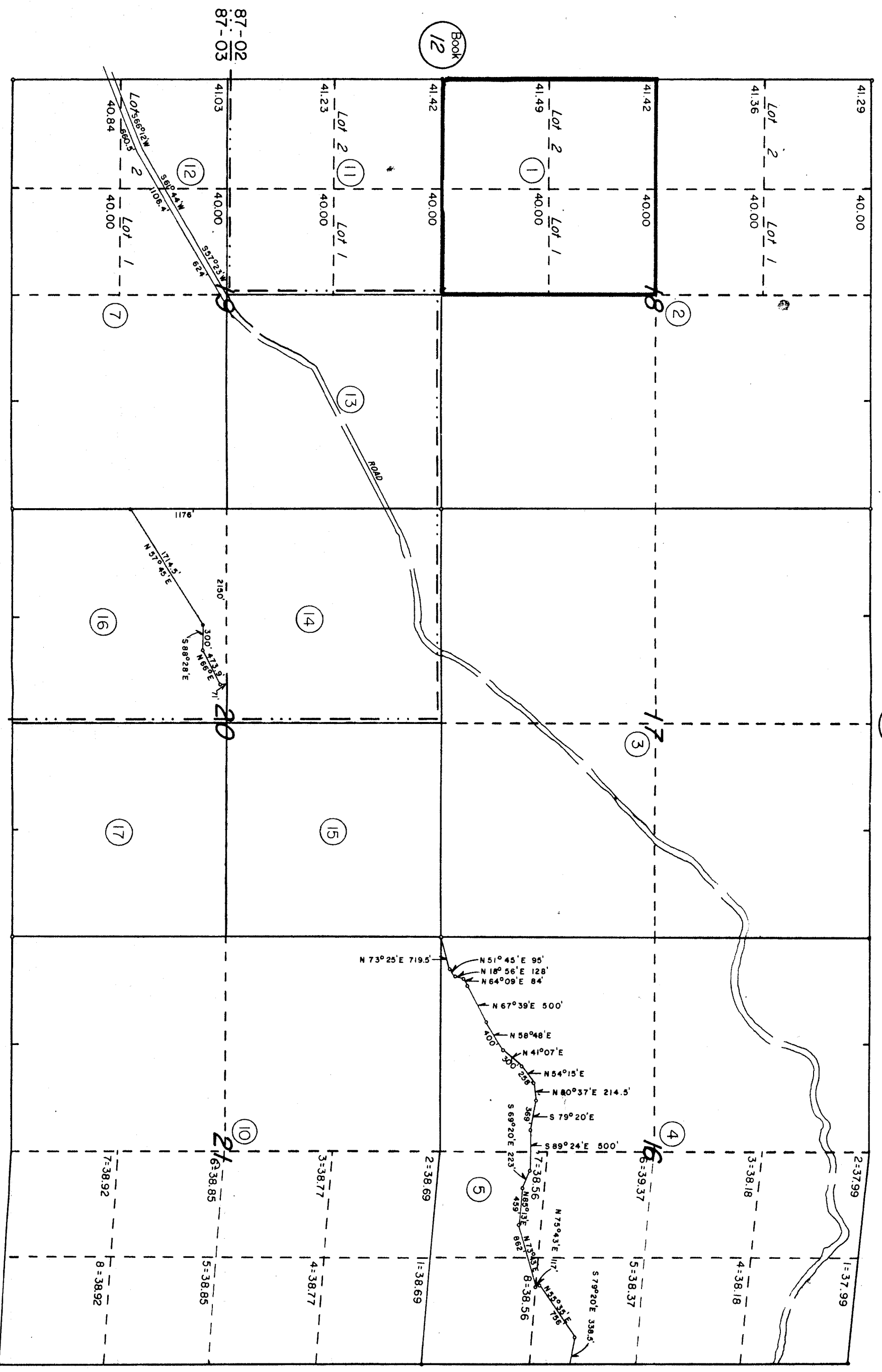
Exhibit E-1

T 45 N R 4 W M.D.M.

02

Tax Area Code
87-02
87-03

11-03



Book
12

87-02
87-03

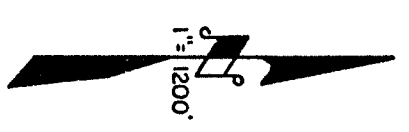
VIA 682 PER 997

87-03
06
87-02

Assessor's Map
County of Siskiyou, California
VIA 682 PER 998

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Exhibit E-1



04

T 45 N R 4 W M.D.M.

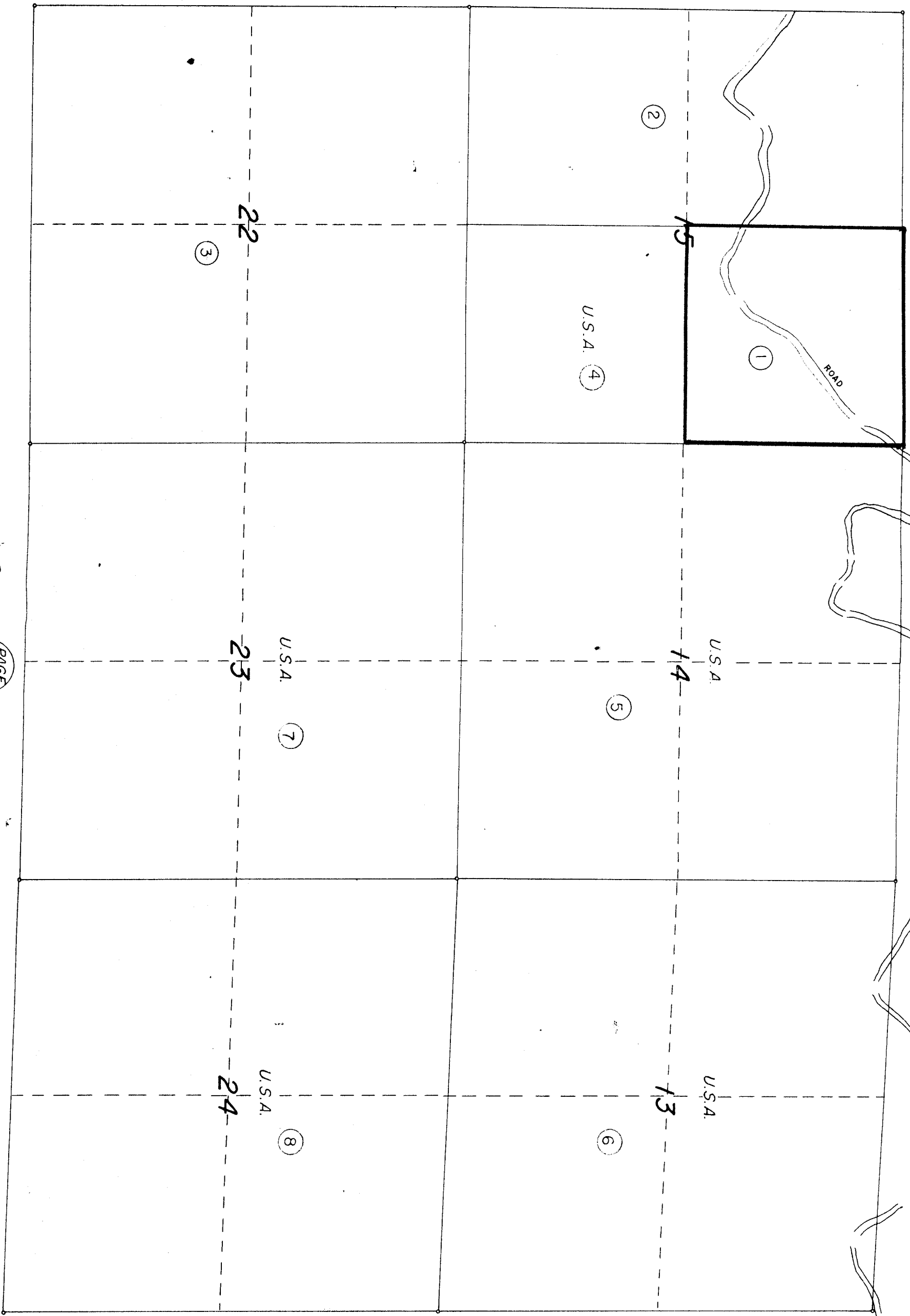
Tax Area Code 87-02

11-04

PAGE 01

PAGE 03

PAGE 15



NOTICE: This map page is from the office of the Assessor of St. Louis County. The page number, or parcel number, or sale number may NOT be used in any Deed or Conveyance.

REVENUE AND TAXATION CODE, SECTION 327.

Exhibit E-1

VOL 682 PAGE 999

PAGE 05

VOL 682 PAGE 1111 JR

95-02
95-03

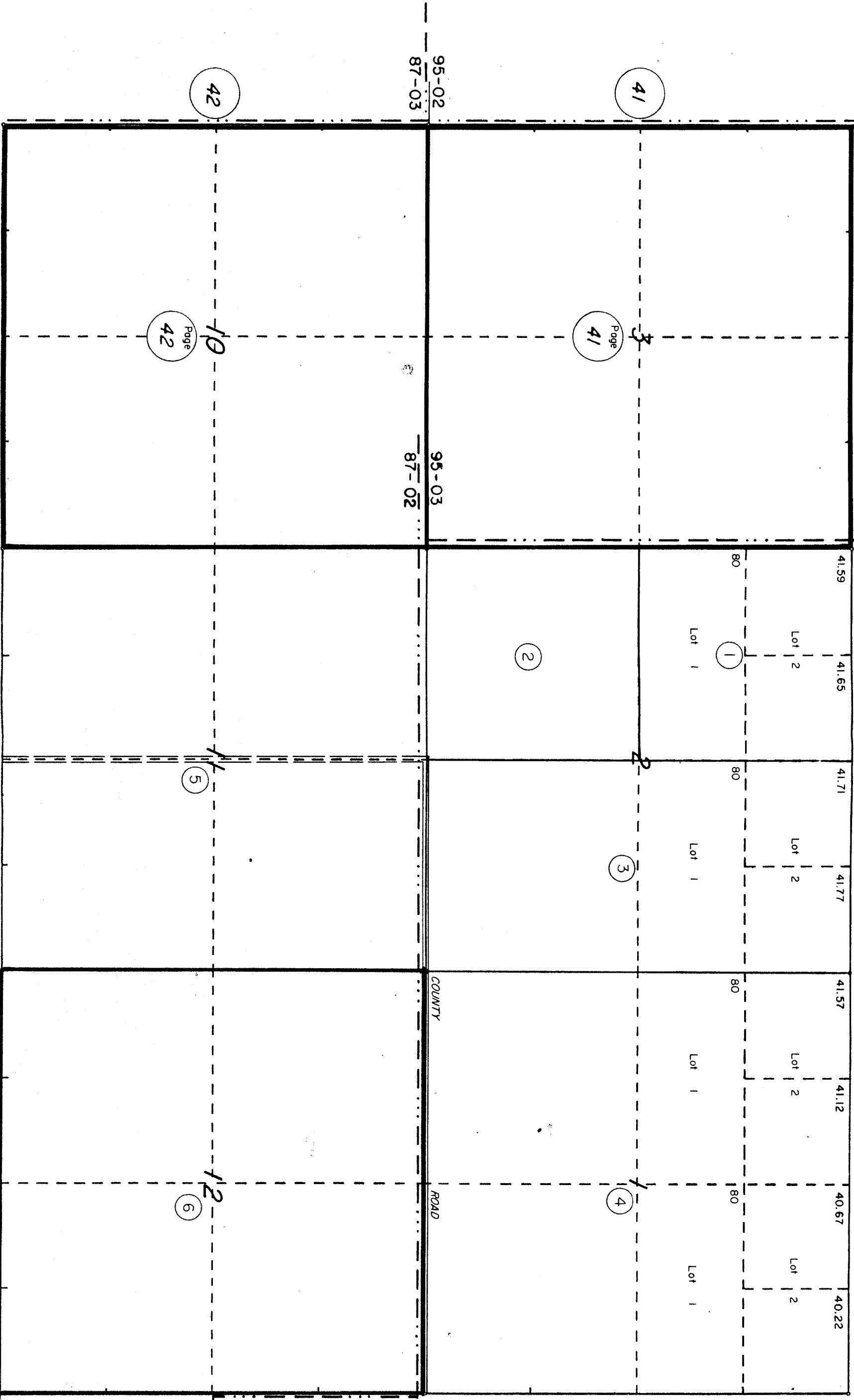
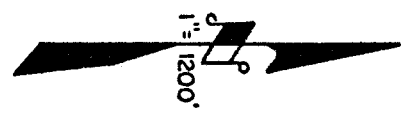
95-03
121-01

T. 45 N R. 5 W

Book 5

Tax Area Code
87-02
121-01

12-40



87-03
87-02

VOL 682 PAGE 101

48

Assessor's Map
County of Siskiyou, California

NOTICE: This map 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.

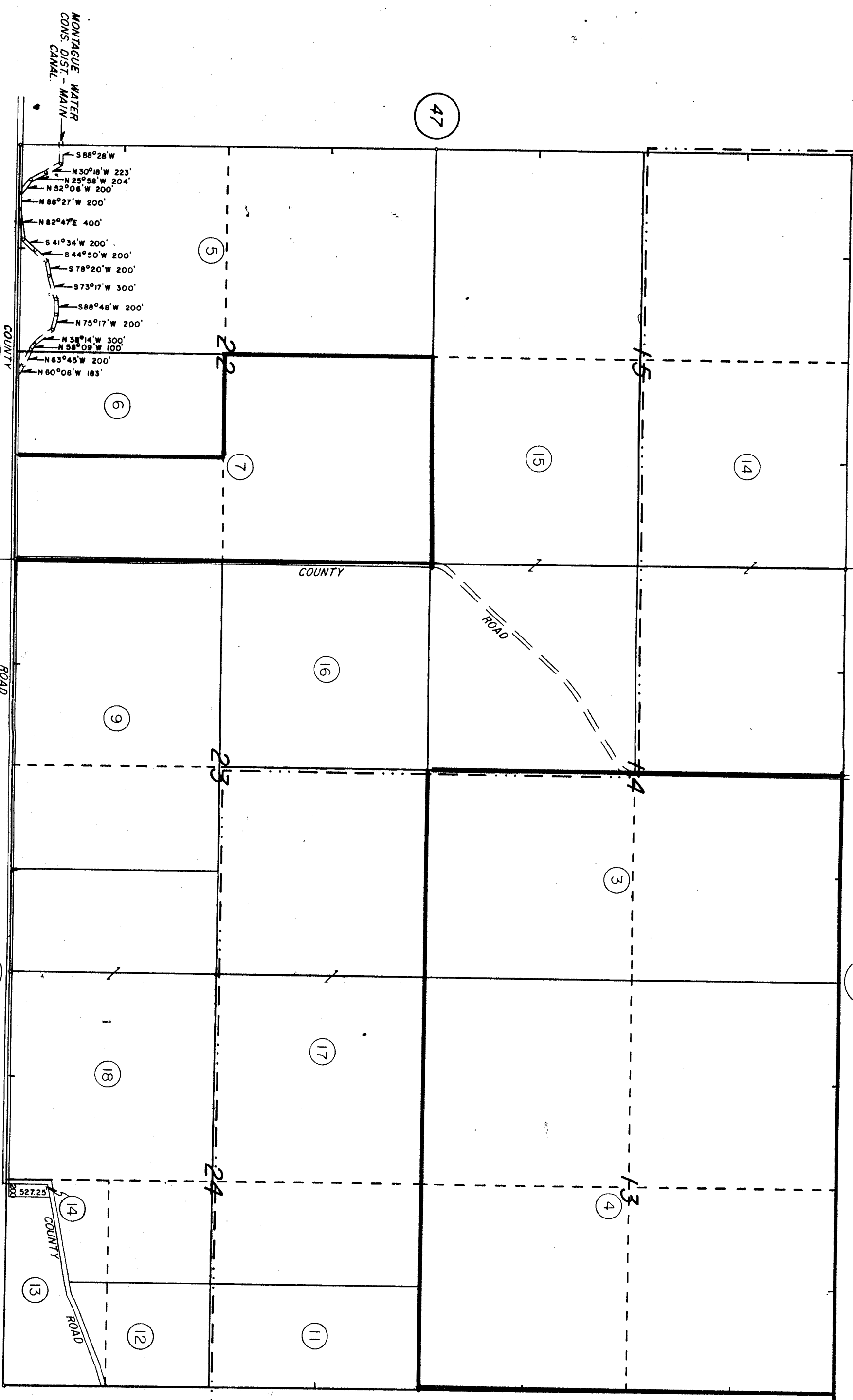
Exhibit E-1

87-03
87-02

T. 45 N R. 5 W

Tax Area Code
87-02
87-03

12-48



VOL 682 PAGE 1003

Assessor's Map
County of Siskiyou, California

NOTICE: This map 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.

Book 11

Exhibit E-1

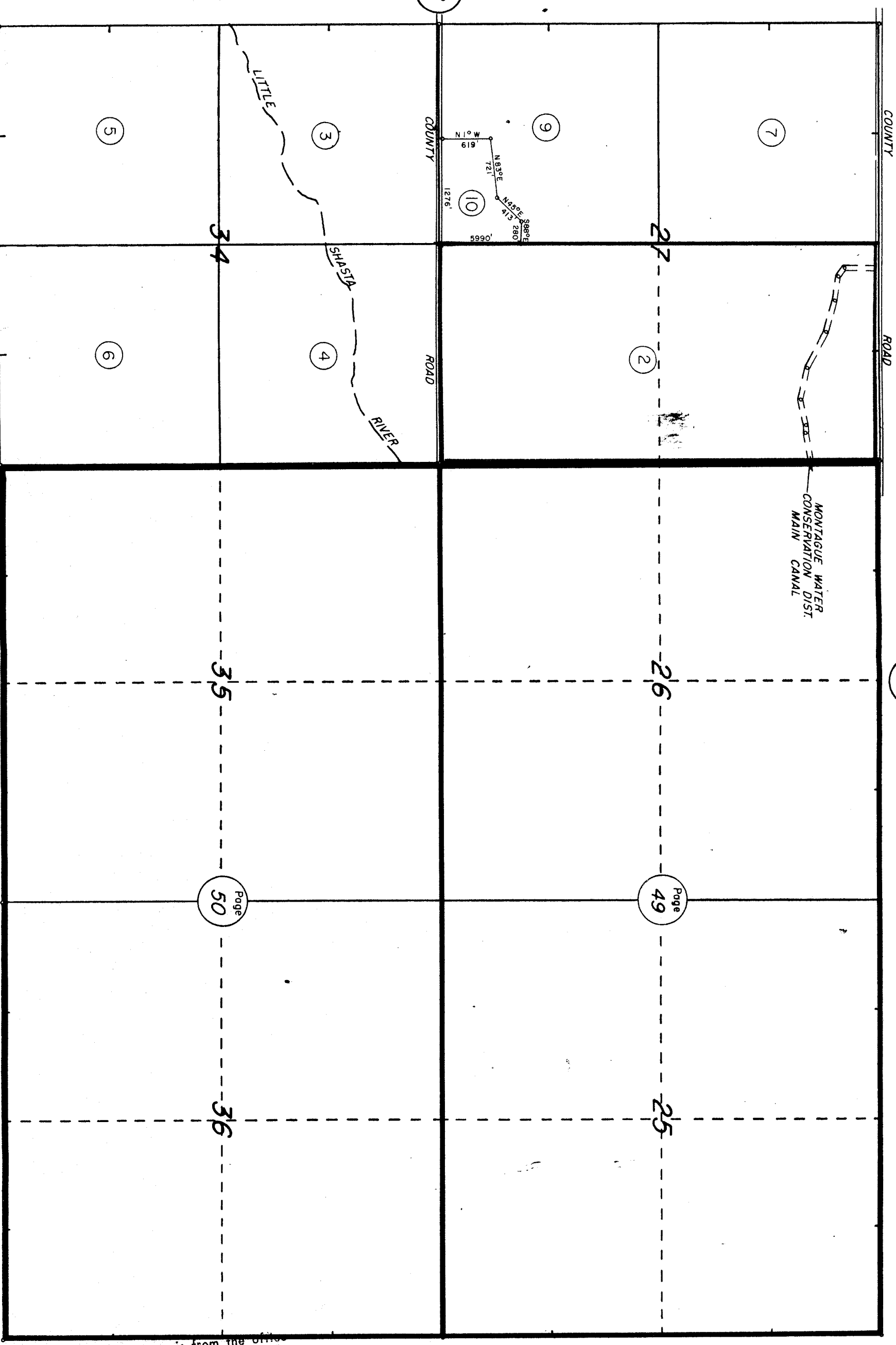


T 45 N R 5 W

48

Tax Area Code 87-03

12-51



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Assessor's Map
County of Siskiyou, California
VOL 682 PAGE 105

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Book 11

Exhibit E-1

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

8th day February 1973

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.
NOES: None.
ABSENT: None.

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

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

FEB 26 9 03 AM '73
O.R. Vol. 682 Page 981

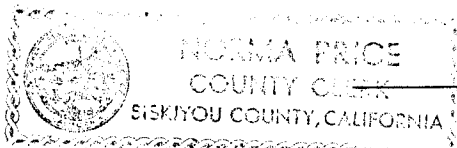
81253
RECORNER FEE \$ No Charge

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 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File
Recorder



NORMA PRICE
COUNTY CLERK
SISKIYOU COUNTY, CALIFORNIA

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

By Joanne Kendrick
Deputy Clerk

33

41

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Terwilliger, Sidney, Etal
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) _____

APPLICANT'S NAME (If other than above): Sidney Terwilliger

APPLICANT'S ADDRESS: Rt. 1, Box 92, 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: Sidney Terwilliger MAILING ADDRESS: Rt. 1, Box 92,
Montague, Calif. 96097

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Cattle and Hay & Dry Land	11-030-110	162.7
" " " Grain	11-030-150	160.0
" " " "	11-030-120	46.0
" " " "	12-480-110	80.0
" " " "	11-040-020	320.0
" " " "	11-020-100	482.0
" " " "	11-030-020	482.0
" " " "	11-030-030	640.0
" " " "	11-030-040	509.0
Total acreage		<u>3227.7</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: Sidney Terwilliger

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
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Cattle and Hay & Dry Land	11-030-130	160.0
" " " Grain	11-030-140	186.0
" " " "		

RECORDED AT REQUEST OF

Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

MAY 5 11 25 AM '71

Vol. 621 Page 459

11535

RECORDER

FEE \$ PREAMBLE TO LAND CONSERVATION CONTRACT

No Charge

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 621 PAGE 459

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 Feb 26, 1971, 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:

Sidney Terwilliger

Rt. 1, Box 92

Montague, Calif. 96064

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

Sidney Terwilliger

OWNER

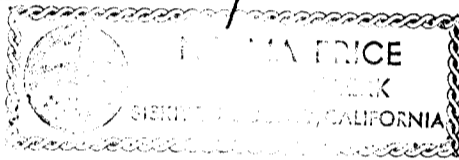
ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

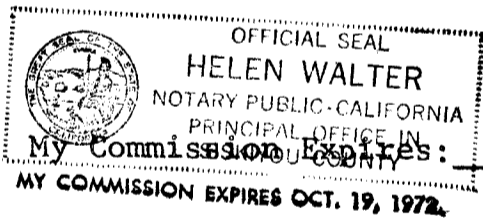
Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 26th day of February, 1971, before
me, Helen Walter 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.



Helen Walter
Notary Public

00000

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 3rd day of February, 1971,
before me, Helen Walter, a Notary
Public, in and for said Siskiyou County, personally
appeared Sidney Terwilliger
known to me to be the person whose
name subscribed to the within instrument, and
acknowledged to me that he executed the same.

Helen Walter
Notary Public

My Commission expires:

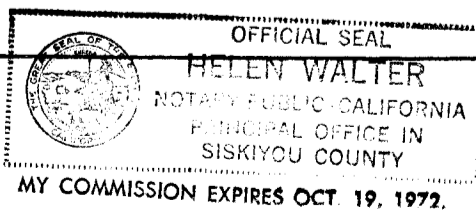


EXHIBIT "A"

List Assessor's Parcel Numbers below

11-030-110

11-030-150

11-030-120

12-~~5~~80-110

11-040-020

11-020-100

11-030-020

11-030-030

11-030-040

~~11-030-130~~

11-030-140

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

4th day May 19 71

PRESENT: Supervisors George Wacker, Earl F. Ager, Ernest A. Hayden, Mike Belcastro and Phil Mattos. Chairman Hayden presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board on February 23, 1971, approving numerous Land Conservation Contracts, it was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the Clerk is hereby instructed to have the Land Conservation Contracts entered into with the following property owners recorded:

Chaparral Cattle Co.
Donovan C. Griffin
Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

AYES: Supervisors Wacker, Ager, Belcastro and Mattos.

NOES: None.

ABSENT: None.

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)^{ss}

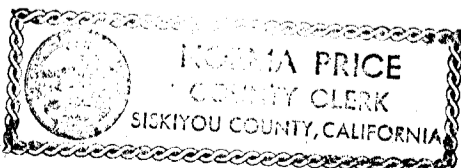
I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder

Norma Price

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



By _____ Deputy Clerk