

Staff Report

Submission Date: January 8, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Proposed McMahon APA-23-21, Application to rescind and reissue Williamson Act Contract to reflect the transfer of property through Boundary Line Adjustment.

Location: The project site is located on State Highway 97, near the community of Carrick on APNs 020-120-060, 020-380-030 and 020-400-190; T42N, R5W, S25, 26 and 36, MDB&M.

Exhibits:

- A.** Location Map
- B.** Zoning Map
- C.** Map of Substandard Parcels
- D.** Proposed Project Exhibit Maps
 - 1. Boundary Line Adjustment
 - 2. Zone Change Map
- E.** NRCS Soils Data
- F.** Williamson Act Amendment Questionnaire
- G.** Existing Contracts and Establishment of Agricultural Preserve
 - 1. Contract No. 72015
 - 2. Notice of Non-Renewal

Background and Discussion

The property owners submitted an application on October 12, 2023, which proposes to transfer approximately 8 acres between two separate parcels (Exhibit D-1) through a boundary line adjustment with a minor zone change (Exhibit D-2) and amend the existing Williamson Act Contracts and Agricultural Preserve accordingly. As one of the subject parcels is encumbered by a Williamson Act Contract and one is not, pursuant to Government Code Section 51257 and the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), the county and the property owners must mutually agree to rescind the property from the existing contract and simultaneously enter into new contracts which coincide with the new legal lot boundaries.

The project does not propose to increase or decrease the acreage within the Agricultural Preserve however it does propose to bring property that is not currently under Williamson Act Contract under the new contract.

Additionally, all properties under the existing contract were evaluated as to compliance with the current county guidelines. This is necessary to ensure any properties remaining under the existing contract meet minimum contract requirements on their own once the subject property is rescinded from that contract.

Parcel History

Parcel Creation – Subject Property of Boundary Line Adjustment

- APNs 020-120-060 and 020-380-030 together are one 459-acre legally created parcel as Parcel I of Boundary Line Adjustment, which was filed for record on in the Siskiyou County Recorder’s Office on April 18, 2017, as Document No. 2017-0002917.
- APN 020-400-190 is one 18-acre legal parcel created as parcel III of Boundary Line Adjustment, which was filed for record in the Siskiyou County Recorder’s Office on April 18, 2017, as Document No. 2017-0002917.

Property to Remain Under Existing Williamson Act Contract

- APNs 020-400-100, 020-410-070, 020-410-160, 020-410-170, 020-410-190, 020-410-260, and 020-410-440 are separate legal parcels each of which is under 5 acres in size.

Williamson Act Contract

- 471.39 acres, of which 459 acres is part of the subject property, is encumbered by Williamson Act Contract as recorded April 17, 2008, as Document No. 2008-0004374, in the Siskiyou County Records. The contract is also identified as Assessor’s Contract No. 72015 and Clerk’s Record No. 92 (Exhibit G-1).
- 18 acres of the subject property is not encumbered by a Williamson Act Contract. This portion of the subject property was previously encumbered by Williamson Act Contract as recorded on February 9, 1972, Volume 651 at Page 287. A notice of non-renewal was issued by the property owner and recorded on February 14, 2006, as Document No. 2006-002263 (Exhibit G-2).

Agricultural Preserves

- The subject property and property to remain under the existing contract is within an Agricultural Preserve established by Board Resolution No. 404, Book 2, adopted on January 28, 1969.

Analysis

Agricultural Preserve Requirements

Preserve Size

According to the guidelines, 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 existing Agricultural Preserve is comprised of non-contiguous properties that are also not owned in common, making it nonconforming with the current guidelines. The existing preserve should be amended, removing the subject parcels and a new Ag preserve created, consisting of the subject parcels.

The subject property qualifies for a new Ag Preserve, as the resultant parcel is approximately 467 acres, exceeding the 100-acre minimum.

Soils Class

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

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

| <u>Soil Type</u> | <u>Acres +/-</u> | <u>Class</u> | <u>Ratio to Class I</u> | <u>Equivalent</u> |
|------------------|------------------|--------------|-------------------------|-------------------|
| 125 | 160 | IV | 4:1 | 40 |
| 198 | 104 | III | 2:1 | 52 |
| 196 | 79 | VI | 4:1 | 19.75 |
| 218 | 76 | III | 2:1 | 38 |
| 219 | 23 | III | 2:1 | 11.5 |
| 127 | 14 | VI | 6:1 | 2.34 |
| 129 | 9 | VI | 6:1 | 1.5 |
| 221 | .5 | III | 2:1 | .25 |
| 126 | 1 | IV | 4:1 | .25 |
| 128 | .5 | VI | 6:1 | .08 |
| Total | 467 | | | 165.67 |

Contract Requirements

Zoning

All parcels shall be restricted by zoning to an agricultural use pursuant to Rules Section III, Item D.

The property proposed to be part of the preserve is zoned Prime Agricultural (AG-1), Non-Prime Agricultural (AG-2), and Non-Prime Agricultural (AG-2-B-40) as shown on the zoning map (Exhibit B).

The minor zone change proposes to change the Combining Districts (B) regarding minimum parcel size for part of the Non-Prime zoned property (Exhibit D-2).

Minimum Parcel Size

Per County Rules Section III, Item E, lands shall be in parcels large enough to sustain their commercial agricultural use if the contracted land within a qualifying preserve is at least 40 acres in size. Property is evaluated by legally established parcel.

The resultant parcel exceeds the minimum at 467-acres.

The property to remain under the existing contract consists of several separate parcels all being less than 5-acres in size, therefore not meeting the minimum parcel size requirement (Exhibit C).

Agricultural Production Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. In order for the land to be considered as devoted to commercial production of agricultural commodities, the land must meet certain conditions. As the property contains at least 40 acres, at least 60% must be dedicated to the primary commercial agricultural use.

The majority of the 467-acre subject property has been used for and continues to be used for Rangeland and pasture for livestock production and forage for commercial beef cattle. As described below, compatible uses do occur on approximately 120 acres. Approximately 66% of the subject property is dedicated to the commercial agriculture use of livestock production and forage.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. Once a commercial agricultural use has been established, compatible uses may be also developed and established on the property.

Residential Uses

County Rules Section IV, Item B allows for residential structures, which are to be occupied by persons directly engaged in the commercial agricultural operation.

There is one residential structure on the subject property which is the residence of the owner.

Growing and Harvesting Timber

County Rules Section IV, Item B allows for property to be dedicated to the growing and harvesting of timber .

Approximately 119 acres of the subject property is dedicated to the growing of timber for harvest. Livestock production or grazing does not occur on this portion of the property.

Boundary Line Adjustment Findings

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

Williamson Act Findings – Government Code Section 51257

1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
2. No net decrease in the amount of restricted land will result from BLA2321.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcel will be 467 acres, which exceeds the 40-acre minimum required.
5. The BLA associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The BLA associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Government Code Section 51257.

The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserve to remove the subject property and create a new preserve consisting of the subject property and a resolution rescinding the subject property from the existing contract and a new contract which reflects the new parcel boundaries approved with the Boundary Line Adjustment. Additionally, it is recommended the board direct staff to issue a notice of non-renewal for the remaining parcels under the existing contract as they are substandard in size.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang

Agricultural Preserve Administrator

1-8-2024
Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on January 8, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



Exhibit A – Location Map



Exhibit B – Zoning Map

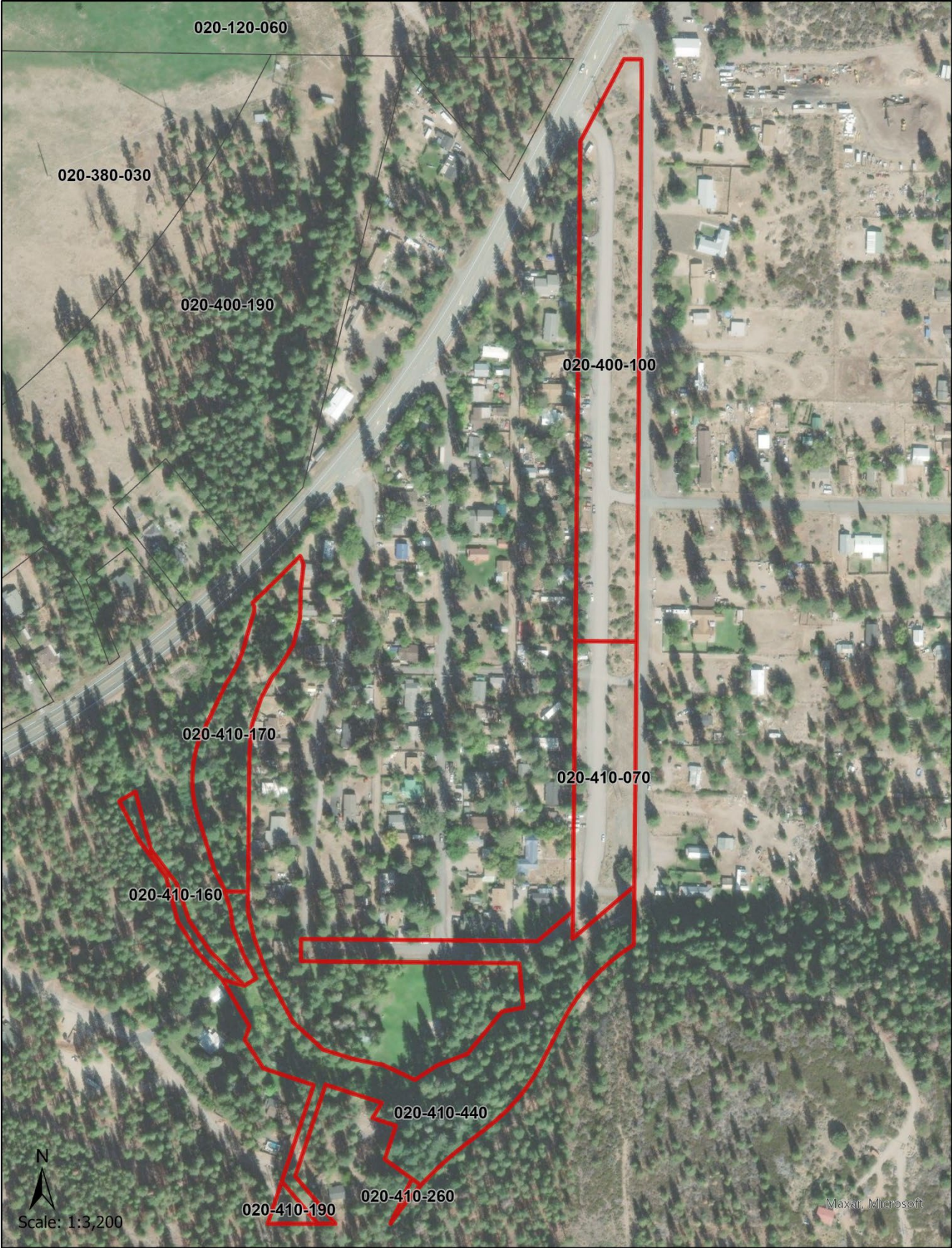


Exhibit C – Substandard Parcels

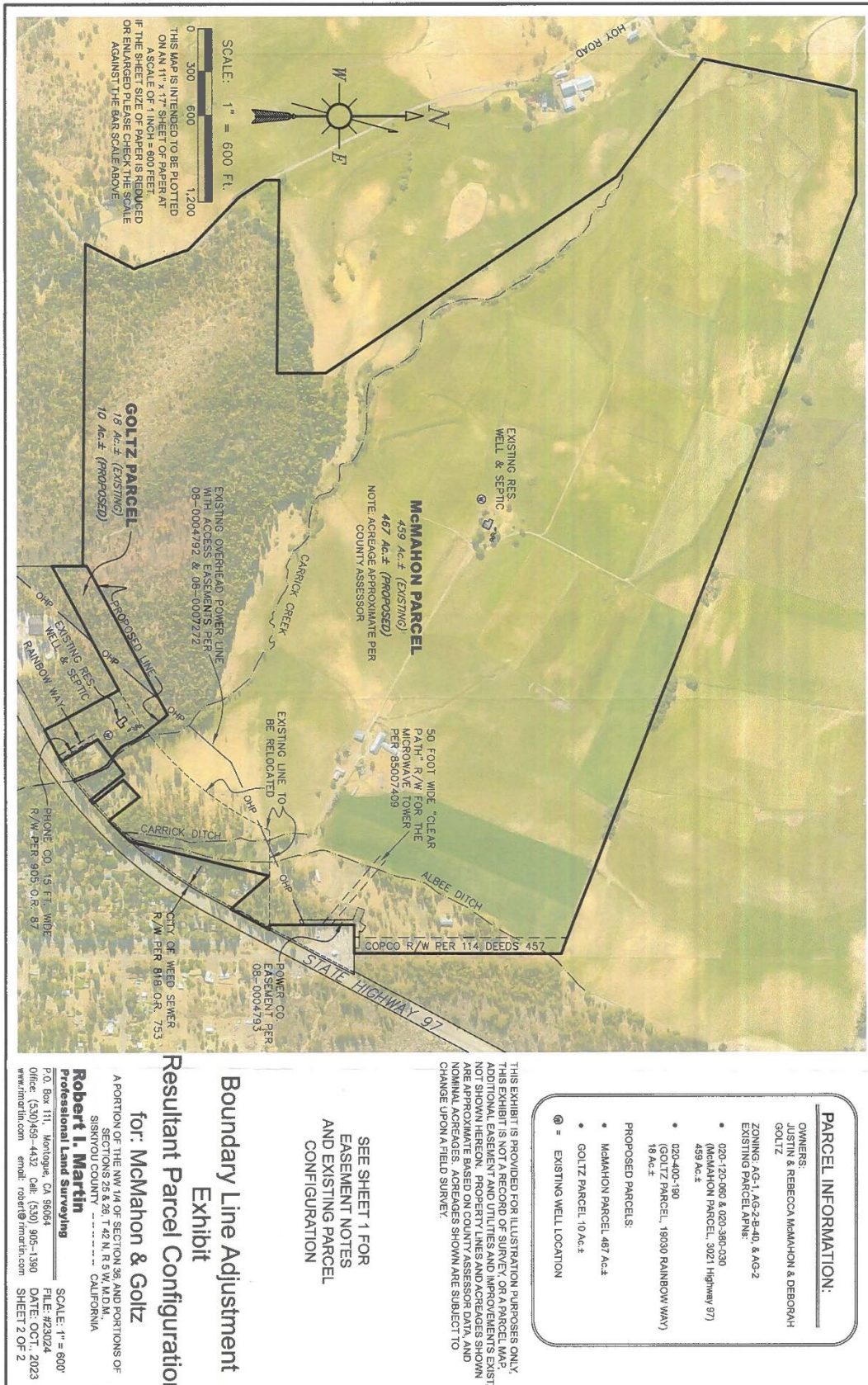


Exhibit D-1 – Boundary Line Adjustment Exhibit

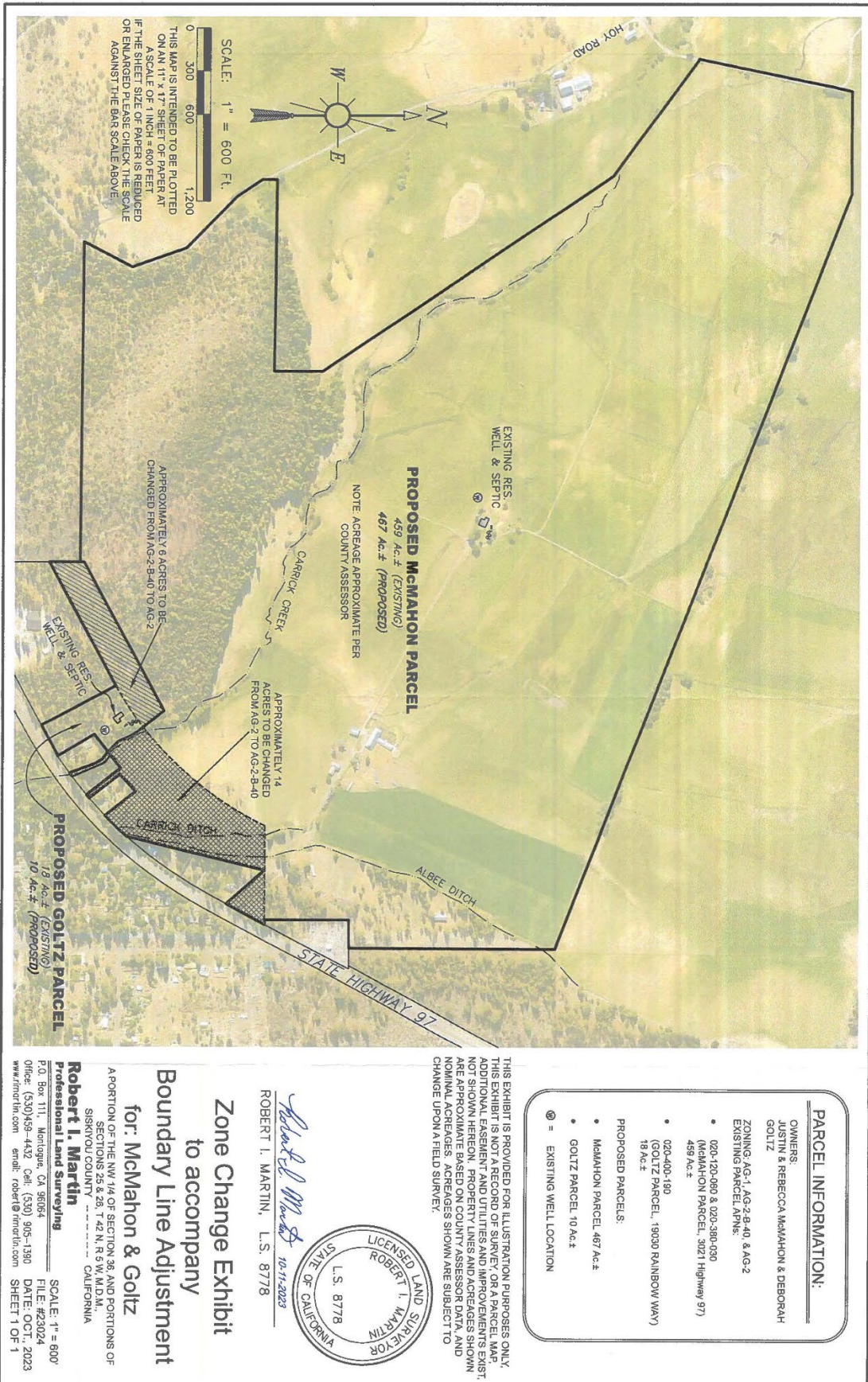
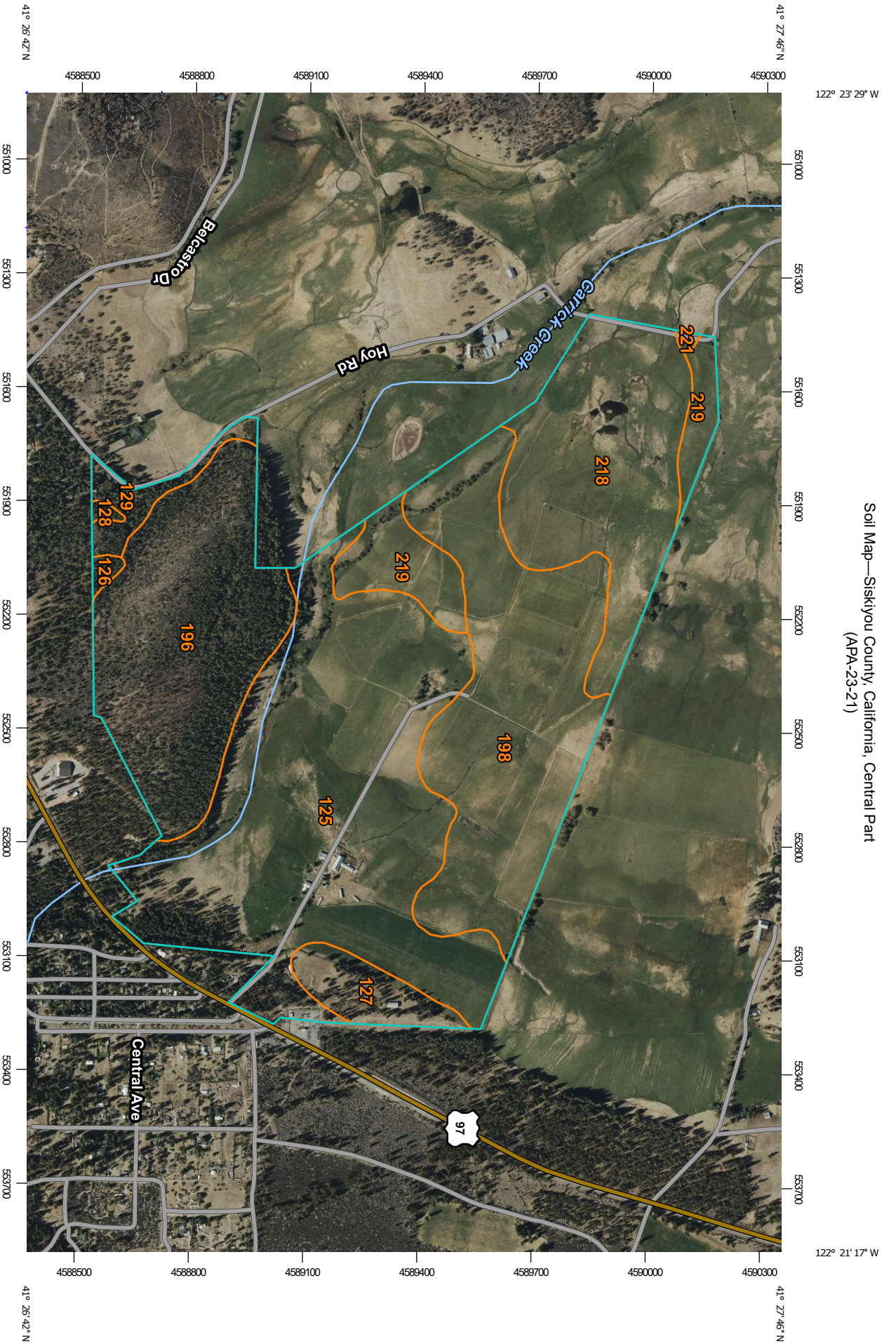


Exhibit D-2 – Zone Change Exhibit

Soil Map—Siskiyou County, California, Central Part
(APA-23-21)



122° 23' 29" W












Map Scale: 1:14,000 if printed on A landscape (11" x 8.5") sheet.
0 200 400 800 1200 Feet
0 500 1000 2000 3000 Meters

122° 21' 17" W

Exhibit E

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 |  | Interstate Highways |
|  | Closed Depression |  | Rails |
|  | 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.

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 |
|------------------------------------|---|--------------|----------------|
| 125 | Deetz gravelly loamy sand, 0 to 5 percent slopes | 164.1 | 34.9% |
| 126 | Deetz gravelly loamy sand, 5 to 15 percent slopes | 1.4 | 0.3% |
| 127 | Deetz stony loamy sand, 2 to 15 percent slopes | 13.8 | 2.9% |
| 128 | Deetz stony loamy sand, 15 to 30 percent slopes | 0.8 | 0.2% |
| 129 | Delaney sand, 0 to 9 percent slopes | 9.1 | 1.9% |
| 196 | Neer-Ponto stony sandy loams, 15 to 50 percent slopes complex | 83.2 | 17.7% |
| 198 | Odas sandy loam | 101.4 | 21.6% |
| 218 | Salisbury clay loam, 2 to 9 percent slopes | 72.9 | 15.5% |
| 219 | Salisbury gravelly clay loam, 0 to 5 percent slopes | 23.0 | 4.9% |
| 221 | Salisbury cobbly loam, 0 to 9 percent slopes | 0.6 | 0.1% |
| Totals for Area of Interest | | 470.4 | 100.0% |

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Justin & Rebecca McMahon

Address: 3021 State Highway 97, Weed, CA 96094

Parcel Numbers: 020-120-060 & 020-380-030

How long have you owned this land? 1 year

Type of Agricultural Use:

Dry pasture acreage 40 (+/-) Acres

Irrigated pasture acreage 300 (+/-) Acres

Dry farming acreage n/a Crops grown _____ Production per acre _____

Field crop average n/a Crops grown _____ Production per acre _____

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

Row crop acreage n/a Crops grown _____ Production per acre _____

Other acreage 119 (+/-) Type Oak/Brush/Timber Production per acre n/a

Other Income:

Hunting rights \$ n/a per year _____ acres

Fishing rights \$ n/a 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 n/a Number of acres _____

Rental fee per acre \$ _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

List expenses paid by landowner _____



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   Date 8.27.23
(Justin McMahon & Rebecca McMahon)

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 _____

| | |
|---|--|
| <p>Recording requested by:</p> <p>Siskiyou County Board of Supervisors</p> <hr/> <p>APNs: 020-380-030; 020-120-060; 020-400-100 & 160; 020-410-070, 110, 130, 160, 170, 190, 240, 260, & 430</p> <p>19030 Rainbow Way, Weed, CA 96097</p> <hr/> <p>When recorded, return to: Siskiyou County Planning Clerk 312 Butte Street, Courthouse Annex P.O. Box 1085 <i>510 N. Main Street</i> Yreka, CA 96097</p> | |
|---|--|

Space above this line for Recorders use.

AGREEMENT TO AMEND LAND CONSERVATION CONTRACT NO. 92

THIS AGREEMENT, to Amend Land Conservation Contract No. 92 (hereinafter "AGREEMENT") is made and entered into this 1st day of April 2008, by and between **Carl E. Goltz and Deborah Goltz** (hereinafter "OWNERS") and the **County of Siskiyou** (hereinafter "COUNTY").

WHEREAS, Land Conservation Contract No. 92 currently contains 492.3 acres (Assessor's Parcel Numbers 020-120-060; 020-380-030; 020-400-150 & 160); and

WHEREAS, on February 14, 2006, OWNERS recorded a Notice of Partial Non-Renewal to remove 33.3 acres (Assessor's Parcel Numbers 020-400-150 & 160) from Land Conservation Contract No. 92; and

WHEREAS, OWNERS desire 22.7 acres (Assessor's Parcel Number 020-400-160) of said Notice of Partial Non-Renewal for Land Conservation Contract No. 92 to remain under Non-Renewal; and

WHEREAS, OWNERS desire to remove 10.6 acres (Assessor's Parcel Number 020-400-150) from Land Conservation Contract No. 92 and add another 12.25 acres (Assessor's Parcel Numbers 020-410-070, 110, 130, 160, 170, 190, 240, 260, & 430; 020-400-100) in their place on Land Conservation Contract No. 92; and

WHEREAS, after the amendment of Land Conservation Contract No. 92 is complete, the amended Contract will contain 493.95 acres (Assessor's Parcel Numbers 020-120-060; 020-380-030; 020-400-160; 020-400-100; 020-410-070, 110, 130, 160, 170, 190, 240, 260, & 430); and

WHEREAS, COUNTY has no objection to said amendment on the terms, covenants and conditions below:

NOW, THEREFORE, COUNTY AND OWNERS AGREE as follows:

1. OWNERS hereby amend Land Conservation Contract No. 92, and agree to the terms, covenants and conditions stated herein, and as provided by applicable state law.
2. COUNTY hereby consents to said amendment with the modifications as shown in Exhibit A, attached hereto and incorporated herein by reference.
3. This AGREEMENT is made expressly conditional upon the State of California's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State of California fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this AGREEMENT, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State of California's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare this AGREEMENT null and void by delivering notice to the OWNERS or their successors or assigns and by recording such notice in the Official Records of Siskiyou County. If COUNTY exercises said option, then this AGREEMENT shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNERS may apply for a new Land Conservation Contract as otherwise may be provided by law.
4. This AGREEMENT shall become effective on April 1, 2008.

5. All documents necessary to be executed, filed or recorded in order to amend Land Conservation Contract No. 92 shall be executed, filed and recorded by the respective parties.
6. The OWNERS shall pay the ordinary fee charged by the COUNTY for processing the amendment of Land Conservation Contract No. 92, and any recording or other normal fees related thereto.
7. A copy of Land Conservation Contract No. 92 is attached hereto as Exhibit "B" and is incorporated herein as if fully set forth.
8. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this AGREEMENT.
9. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this AGREEMENT and the amendment of said Land Conservation Contract, and enter into this AGREEMENT freely and fully understanding the legal and tax consequences thereof.
10. The Chairman of the Siskiyou County Board of Supervisors shall execute this AGREEMENT on behalf of the Siskiyou County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF SISKIYOU


By



Chairman of the Board of Supervisors

OWNERS


Carl E. Goltz


Deborah Goltz

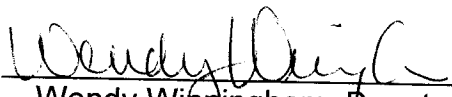
Notary Public, please attach Certificate of Acknowledgment for OWNERS signature.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On April 1, 2008, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared W.R. (Bill) Overman, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: April 2, 2008

By: 
Wendy Winningham, Deputy

(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Siskiyou

On March 27, 2008 before me, Michelle E. Gonzales, Notary Public
(Here insert name and title of the officer)

personally appeared Carl E. Cooltz and Deborah Cooltz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle E. Gonzales
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

| | |
|---|---------------------|
| DESCRIPTION OF THE ATTACHED DOCUMENT | |
| <u>Agreement to Amend Land Conservation Contract No. 92</u> <small>(Title or description of attached document)</small> | |
| <small>(Title or description of attached document continued)</small> | |
| Number of Pages <u>2</u> | Document Date _____ |
| <small>(Additional information)</small> | |

| | |
|--|-------|
| CAPACITY CLAIMED BY THE SIGNER | |
| <input checked="" type="checkbox"/> Individual (s) | |
| <input type="checkbox"/> Corporate Officer | |
| <input type="checkbox"/> Partner(s) | _____ |
| <input type="checkbox"/> Attorney-in-Fact | |
| <input type="checkbox"/> Trustee(s) | |
| <input type="checkbox"/> Other | _____ |

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

| | |
|--|--|
| Applicants: | Carl E. and Deborah Goltz 19030 Rainbow Way Weed, CA 96094 |
| Assessor's Parcels that are currently within Agricultural Preserve Contract No. 92 | APN: 020-380-030 (110 Acres) APN: 020-120-060 (349 Acres) APN: 020-400-150 (10.6 Acres under non-renewal) APN: 020-400-160 (22.7 Acres under non-renewal) Total Acreage: 492.3 Acres |
| Assessor's Parcels that are currently under non-renewal | APN: 020-400-150 (10.6 Acres) APN: 020-400-160 (22.7 Acres) Total Acreage: 33.3 Acres |
| Assessor Parcel to remain under non-renewal | APN: 020-400-160 (22.7 Acres) |
| Assessor's Parcels to be added to the contract | APN: 020-410-070 (2.00 Acres) APN: 020-410-110 (0.80 Acres) APN: 020-410-130 (1.70 Acres) APN: 020-410-160 (0.20 Acres) APN: 020-410-170 (1.40 Acres) APN: 020-410-190 (0.00 Acres) APN: 020-410-240 (1.30 Acres) APN: 020-410-260 (0.10 Acres) APN: 020-410-430 (0.75 Acres) APN: 020-400-100 (4.00 Acres) Total Acreage to be added: 12.25 Acres |
| Assessor Parcel to be removed from the contract | APN: 020-400-150 (10.6 Acres) |
| Assessor's Parcels to be included in the amended contract | APN: 020-380-030 (110 Acres) APN: 020-120-060 (349 Acres) APN: 020-400-160 (22.7 Acres remaining in non-renewal) APN: 020-410-070 (2.00 Acres) APN: 020-410-110 (0.80 Acres) APN: 020-410-130 (1.70 Acres) APN: 020-410-160 (0.20 Acres) APN: 020-410-170 (1.40 Acres) APN: 020-410-190 (0.00 Acres) APN: 020-410-240 (1.30 Acres) APN: 020-410-260 (0.10 Acres) APN: 020-410-430 (0.75 Acres) APN: 020-400-100 (4.00 Acres) Total Acreage under amended contract: 493.95 Acres |

EXHIBIT "A"

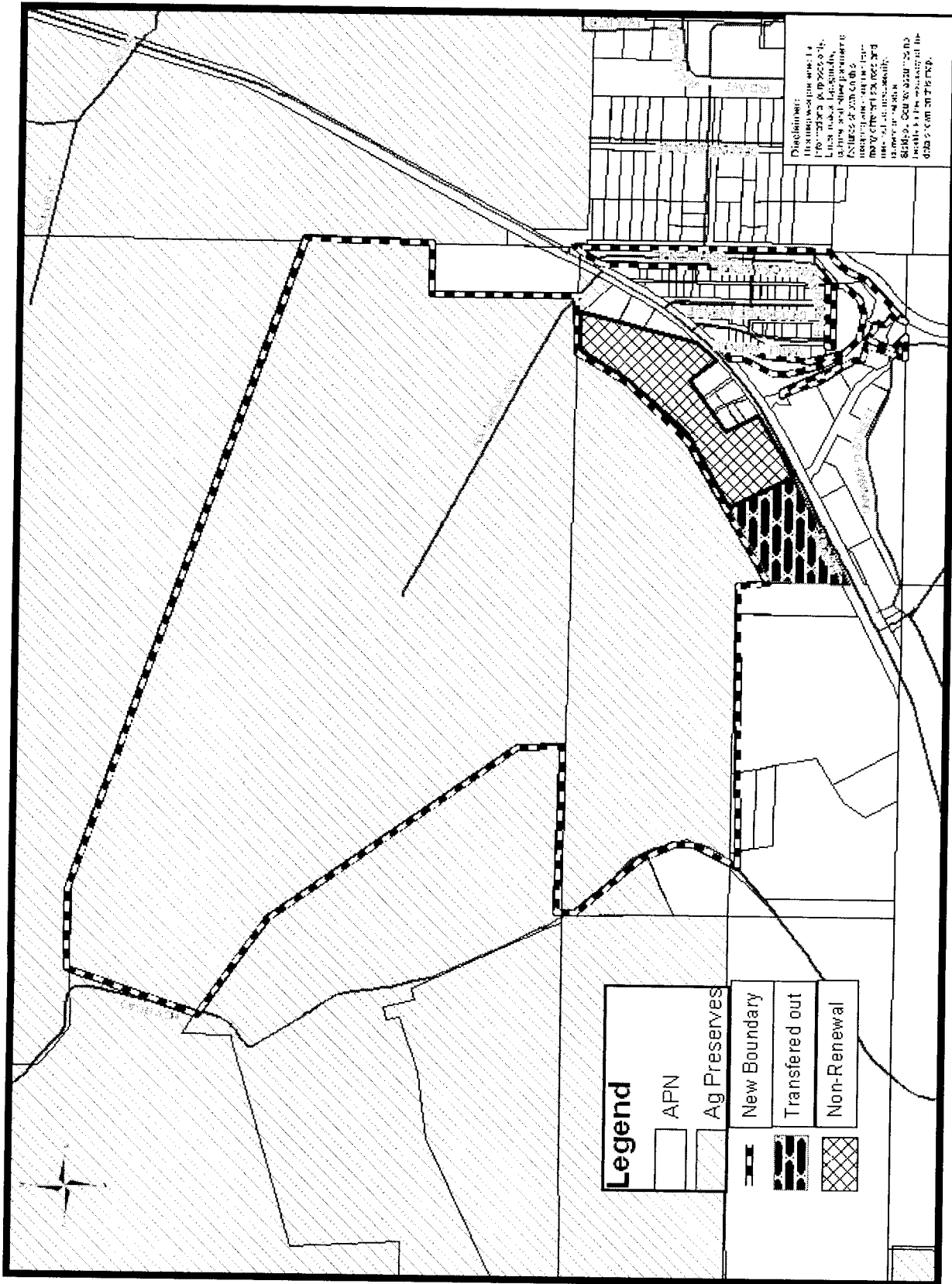


Exhibit A - Galtz Agricultural Preserve
 Amendment (APA 07-02)

INCHES = 0.2 INCHES

RECORDED AT REQUEST OF
Siskiyou County Clerk
05 M N: PAST 8 A.M.
OFFICIAL RECORDS SISKIYOU COUNTY, OREGON
FEB 25 1972
Vol. 651
8251
RECORDER FEE \$ No. Charge

In my presence
FILED 10186
DEC 17 3 20 PM '71
SISKIYOU COUNTY, CALIFORNIA
BY *Jeanne Landuck*
DEPUTY

This 16 day of July, 1972
MICHAEL T. HENNESSY
County Counsel
Frank J. Shurt
DEPUTY COUNTY COUNSEL
EXHIBIT "B"

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Cecile C. Crooks
(include trust deed or other encumbrance holders Use separate sheet if necessary) _____

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

APPLICANT'S ADDRESS: _____

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: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

| Present Agricultural Use | Assessor's Parcel No | Acreage |
|--------------------------|----------------------|-------------------|
| <i>Beef production</i> | <i>20-120-060</i> | <i>349</i> |
| _____ | <i>20-380-030</i> | <i>110</i> |
| _____ | <i>20-400-010</i> | <i>34</i> |
| Total acreage | | <u><i>493</i></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: *Cecile Crooks*

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: _____

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.

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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

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Notice to the Owner shall be addressed as follows:

Carrick Ranch
Box 25
Weed Calif.

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

Cecile C. Crooks

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

ss.

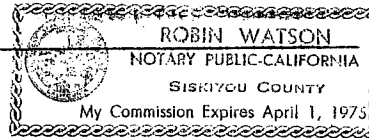


On this 23rd day of February, 1972, before
me, Robin Watson a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Robin Watson
Notary Public

My Commission Expires: _____

00000



STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.

On this 17th day of December, 1971,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Cecile C. Crooks
known to me to be the person whose
name subscribed to the within instrument, and
acknowledged to me that she executed the same.

Helen Walter
Notary Public

My Commission expires: _____

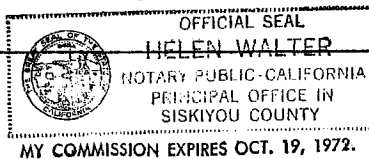


EXHIBIT "A"

List Assessor's Parcel Numbers below

| | |
|------------|-----------|
| 20-120-060 | 349 acres |
| 20-380-030 | 110 |
| 20-400-010 | 34 |
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BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SISKIYOU, STATE OF CALIFORNIA

April 1, 2008

PRESENT: Supervisors Bill Overman, Jim Cook, LaVada Erickson, Marcia H. Armstrong and Michael N. Kobseff.
Chair Overman presiding.

ABSENT: None

INTERIM COUNTY ADMINISTRATOR: Brian McDermott

DEPUTY COUNTY CLERK: Wendy Winningham

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Cook/Kobseff

AYES: Overman,
Erickson, Armstrong,
Kobseff and Cook

CONSENT AGENDA - PLANNING – Approve amendment to Land Conservation Contract No. 92 for Carl E. Goltz and Deborah Goltz (APA-07-02), located at 3021 Highway 97, east of the City of Weed, to remove 10.6 acres from the contract and replace with 12.25 acres, increasing the size of the area from 492.3 acres to 493.95 acres, find that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) §15317, and direct the Clerk to record said document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN SETZER, 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 April 1, 2008.

c: File

Witness my hand and seal this

15th day of April, 2008

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

By: Wendy Winningham
Deputy Clerk

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

Exhibit G-1

Recorded at the request of the Siskiyou County
Clerk's Office

AG# 0601

Assessor's Parcel Numbers:

020-400-130-000

COPY of Document Recorded
On 02/14/2006 As No. 06-0002263
Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

When recorded mail to:

Siskiyou County Planning Department
P.O. Box 1085
Yreka, CA 96097

**AGRICULTURAL LAND CONTRACT
NOTICE OF NON-RENEWAL OF
WILLIAMSON ACT CONTRACT**

If either Party desires in any year not to renew the contract, that party must serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date, or by the County at least 60 days prior to the renewal date, the contract is considered renewed. See Government Code Section 51245 and Section 3 of your Williamson Act Land Conservation Contract.

By the signature(s) provided hereon, I/we hereby provide Notice of Non-Renewal of the Williamson Act Contract for the property described below, in accordance with Section 3 of said Contract.

OWNER(S) NAME
AS RECORDED: Goltz, Carl E and Deborah
Carnick Ranch

(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF
OWNER(S): 19030 Rainbow Way
Weed CA 96094

Date of Recording of Land Conservation
Contract (Agricultural Preserve Contract): Feb 9, 1972 Contract Number: 92

Recorded at: Siskiyou County Volume 6051 Page 287 Official Records; or

Document Number _____ Official Record.

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 or designated person or change of address:

Designated Agent: Carl E. Goltz

Mailing Address: 19030 Rainbow Way

DESCRIPTION OF PROPERTY: Attach a separate page providing a legal description of the parcel, typed on plain white paper with one-inch borders, accompanied by a map showing the parcel as depicted on the legal description. (If Notice of Non-Renewal is for property that is less than the total property that is the subject matter of that contract which is recorded at the location set forth above, list Assessor's Parcel Number and acreage in the space provided to indicate that for which a Notice of Non-Renewal is intended)

For Partial Non-Renewal, list Assessor's Parcel Numbers 020-400-130
Number of acres to be removed 33.3

I declare under penalty of perjury that the information contained in the notice of Non-Renewal is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the costs incurred to correct the records concerning the Williamson Act Land Conservation Contract and any and all cost of collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

NOTARIZED SIGNATURE OF OWNER(S)

DATE: 1-20-06

Deborah Goltz
Deborah Goltz

Carl E. Goltz
Carl E. Goltz

COLLEEN BAKER, Clerk
Board of Supervisors

By: Wendy Quincy
Deputy

Notarized Signature Required. Attach Notary Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SISKIYOU } ss.

On 1.20.06 before me, NINA EVANS, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared CARL F. GOLTZ AND DEBORAH GOLTZ
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Nina Evans
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

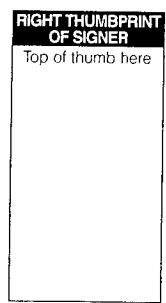
Title or Type of Document: AGRICULTURAL LAND CONTRACT NOTICE OF NON-RENEWAL OF WILLIAMSON ACT CONTRACT
Document Date: NOTARIZED DATE Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: SELF
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



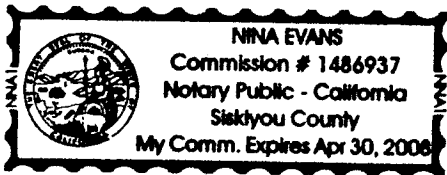
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SISKIYOU } ss.

On 2-14-06 before me, NINA EVANS, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared WENDY WAINWINGHAM
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nina Evans
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGRICULTURE LAND CONTRACT NOTICE OF NON-RENEWAL

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

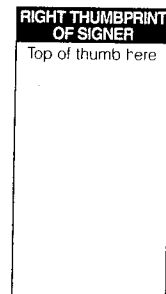


EXHIBIT "A"

ALL THAT REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF SISKIYOU, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

All that portion of the Northeast quarter of Section 36, Township 42 North, Range 5 West, M.D.M., described as beginning at the center of said Section 36; thence along the North and South center line of said Section 36, North 425.93 feet to a point in the Northerly right of way line of State Highway U.S. 97; thence along said right of way line North $61^{\circ} 34'$ East, 1255.34 feet to beginning of a curve to the left with a radius of 2950 feet; thence along said curve to the left, 270 feet, more or less to the Southwest corner of the property as described in deed from George Oeschger and Emile Oeschger, his wife, to John Booth and Opal Booth, bearing date March 1, 1945, recorded March 2, 1945, in Book 170 Official Records, page 194, Records of Siskiyou County; thence North $31^{\circ} 07'$ West along the West line of the above-mentioned property and the West line of the Louie Welch property 298.5 feet to the Northwest corner of said Welch property; thence North $52^{\circ} 26'$ East 160.0 feet to the Northeast corner of the Welch property; thence following the line of the two above-mentioned properties the three following courses and distances; South $54^{\circ} 06'$ East 62 feet; South $33^{\circ} 03'$ East 60.03 feet and South $20^{\circ} 16' 30''$ East 190.4 feet to the North line of said State Highway; thence along said Highway to the Southwest corner of the property described in Parcel 1 of the Deed from Mae Cady to George Oeschger dated October 30, 1944, recorded November 6, 1944 in Book 168, Official Records, page 72; thence along the West line of the last-mentioned property and the West line of the Edwin A. Hickey property the six following courses and distances; North $23^{\circ} 25' 13''$ West 190.2 feet; North $25^{\circ} 18'$ West 61.4 feet; North $54^{\circ} 08'$ West 62.45 feet; North $52^{\circ} 06'$ East, 121.5 feet; and South $37^{\circ} 54'$ East 300 feet to the North line of said Highway; thence along said Highway in a Northerly direction to the Southwest corner of the property deeded to E.A. Hickey by E.E. Sheldon; thence along said property line the three following courses and distances; North $37^{\circ} 54'$ West 270 feet; North $47^{\circ} 18' 24''$ East 161.32 feet; and South $37^{\circ} 54'$ East 270 feet to a point in the North line of said State Highway; thence along the Northerly line of said State Highway to the most Southerly corner of the E.M. Sellers property; thence along the lines of said Sellers property the two following courses and distances; North $13^{\circ} 37'$ East, 973.7 feet and South $41^{\circ} 45'$ East, 350 feet to the North line of said Highway; thence North $27^{\circ} 58'$ East, along said Highway to the North line of said Section 36; thence along said North line of Section 36 West 679.33 feet; thence South $27^{\circ} 58'$ West 114.31 feet; thence along the arc of a curve to the right with a radius of 2350 feet a distance of 1372.11 feet; thence South $61^{\circ} 34'$ West 930.47 feet to the West line of the Northeast quarter of said Section 36; thence South along the last-mentioned line 682.31 feet to the True Point of Beginning.

EXCEPTING THEREFROM all that portion of the above described lands conveyed to the State of California for Highway purposes as described in Grant Deed recorded June 24, 1980 in Book 891 Official Records, page 652.

N6°34'21"E
400.5'
N6°34'4"E
N6°32'E
1309.48'

(14)

800'

N6°34'E

930.41'

(13) AG PRES

R = 2880'

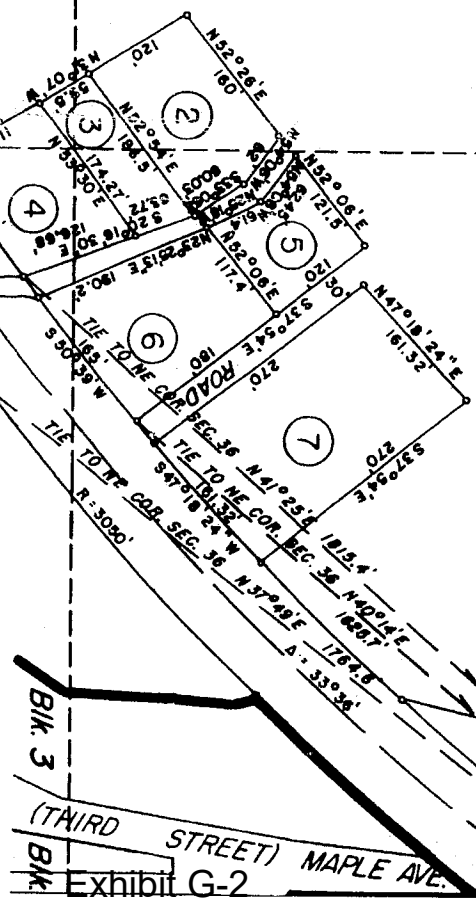
PAGE
38

N6°42'36"E

US 97

PAGE
41

N.Y. Portion of NE 1/4



Bk. 3

(TAIRD STREET) MAPLE AVE.
Exhibit G-2

452.07

S15°37'W

R = 2880'

PARCEL 1
1.00 AC.
PMB & PO
1857.6

(11)

5620.3