

Staff Report

Submission Date: September 10, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: L & R Criss Properties LLC APA-23-14, Application to rescind property from the existing Williamson Act contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of Dry Farming and Row Crops.

Location: The project site is located on State Highway 97 and West Macdoel District Road, south of the community of Macdoel, on APNs 003-160-160, 003-160-270, 003-160-280, Township 46N, Range 2W, Sections 25 & 36, MDBM.

Exhibits: **A.** Map of Property Under existing Contract No. 72014
B. Location Map
C. Zoning Map
D. Boundary Line Exhibit Maps
E. NRCS Soils Data and Map
F. Williamson Act Contract Amendment Questionnaire
G. Existing Contracts and Establishment of Agricultural Preserves

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under one ownership. The subject property is approximately 258 acres which is currently under a contract, which has five different property owners. To accomplish this request, the Board of Supervisors would need to first approve the rescission of property from the existing Williamson Act contract, then the reentry into a new contract.

During the initial project review, it was found that two parcels do not meet the minimum requirements as at 2 and 34 acres, they are substandard in size. In response, the applicant has submitted a boundary line adjustment application to adjust the boundary lines, creating two 80-acre parcel and one 98-acre parcel.

The project applicant did not propose to increase or decrease the acreage within Agricultural Preserve.

Existing Parcels

- APN 003-160-160 and approximately 80 acres of APN 003-160-270 together make an approximately 160-acre separate parcel, created by Grant Deed as recorded on December 21, 1950, in the Siskiyou County Records in Volume 270 at Page 124 and later modified when a portion was deeded by Grant Deed as recorded on June 11, 1962 in Volume 476 at page 674 and another portion on May 17, 1978 in Volume 819 at Page 47 in the Siskiyou County Records.
- 62 acres of APN 003-160-270 is one legal parcel created by Grant Deed as recorded on December 21, 1950, in the Siskiyou County Records in Volume 270 at Page 121.
- Approximately 1.5 acres of APN 003-160-280 is a legal parcel originally created as part of a 196 acre parcel by Grant Deed as recorded on December 21, 1950 in Volume 270 at Page 124 then modified when a portion, 34.5 acres, of this parcel was transferred by Grant Deed as recorded on January 8, 1951, in Volume 270 at Page 599 and then another portion, 160 acres, transferred by Grant Deed as recorded on March 27, 1952, in Volume 293 at Page 588 in the Siskiyou County Records.
- Approximately 34.5 acres of APN 003-160-280 is a separate parcel created by Grant Deed as recorded on January 8, 1951, in Volume 270 at Page 599 in the Siskiyou County Records.

Parcel History

Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 72104 (Clerk's No. 91) as recorded on February 25, 1972, the Siskiyou County Records in Volume 651 at Page 301.

Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 184, Book 4, adopted on February 9, 1972.

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.

The existing Agricultural Preserve is comprised of non-contiguous properties that are also not owned in common, making the preserve nonconforming with the current guidelines. The existing preserve should be amended removing the subject parcels and an Agricultural Preserve created consisting of only the subject parcels. Together the subject property qualifies for an Agricultural Preserve.

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 is comprised of Class IV and VI irrigated soil and contains approximately 87-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
142	256	VI	3:1	85
162	2	IV	2:1	1
Total	189			87

Contract Requirements

Zoning

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

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) as shown on the zoning map (Exhibit D).

Minimum Parcel Size

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

The 222-acre parcel (APNs 003-160-160 & 003-160-270) exceeds the 40-acre minimum parcel size; however, the two remaining parcels are substandard in size at 34 and 2 acres in size. However, this will be corrected by the proposed Boundary Line Adjustment (BLA-24-22).

Agricultural Production Uses

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

Approximately 243 acres of the property has historically been used for and continues to be used for row crops and dry farming.

Other Uses

Approximately 15 acres (6%) of the subject property has other uses occurring, including other agricultural production uses, such as irrigated pasture and accessory uses which support the commercial agricultural operations – storage facilities.

Compatible Uses

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.

The primary use of the property is farming, with the compatible use of a residential structure which is owner occupied.

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 BLA-24-22.
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 parcels will be 80 acres, 80 acres and 98 acres, which exceed the 40-acre minimum required.
5. The BLA projects 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 projects associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA projects 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.

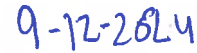
The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserve to remove the subject property and create a new preserve consisting of the subject property. Also, adopt a resolution rescinding the 258 acres from the existing contract and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use Intensive Farming.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on September 10, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

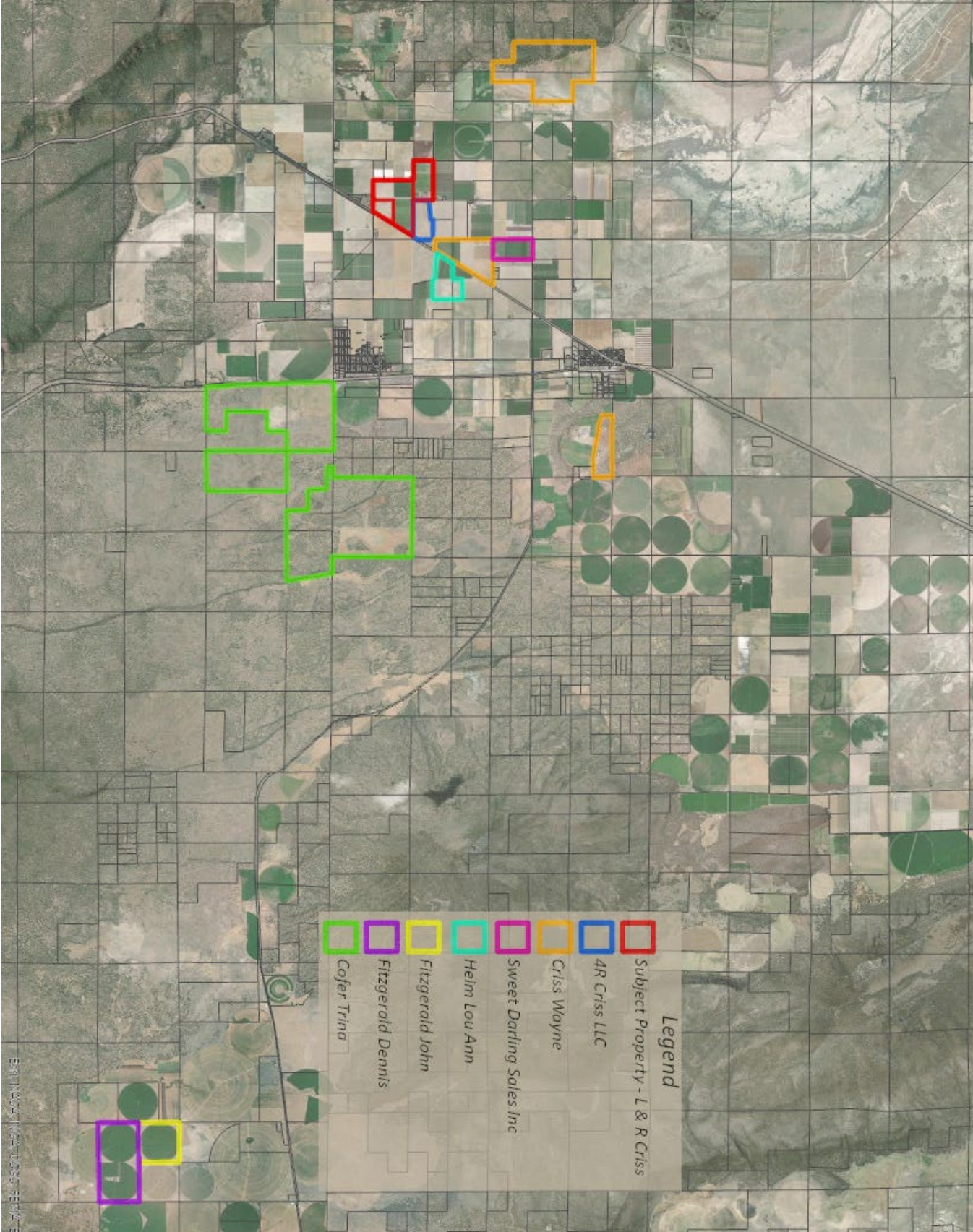


Exhibit A

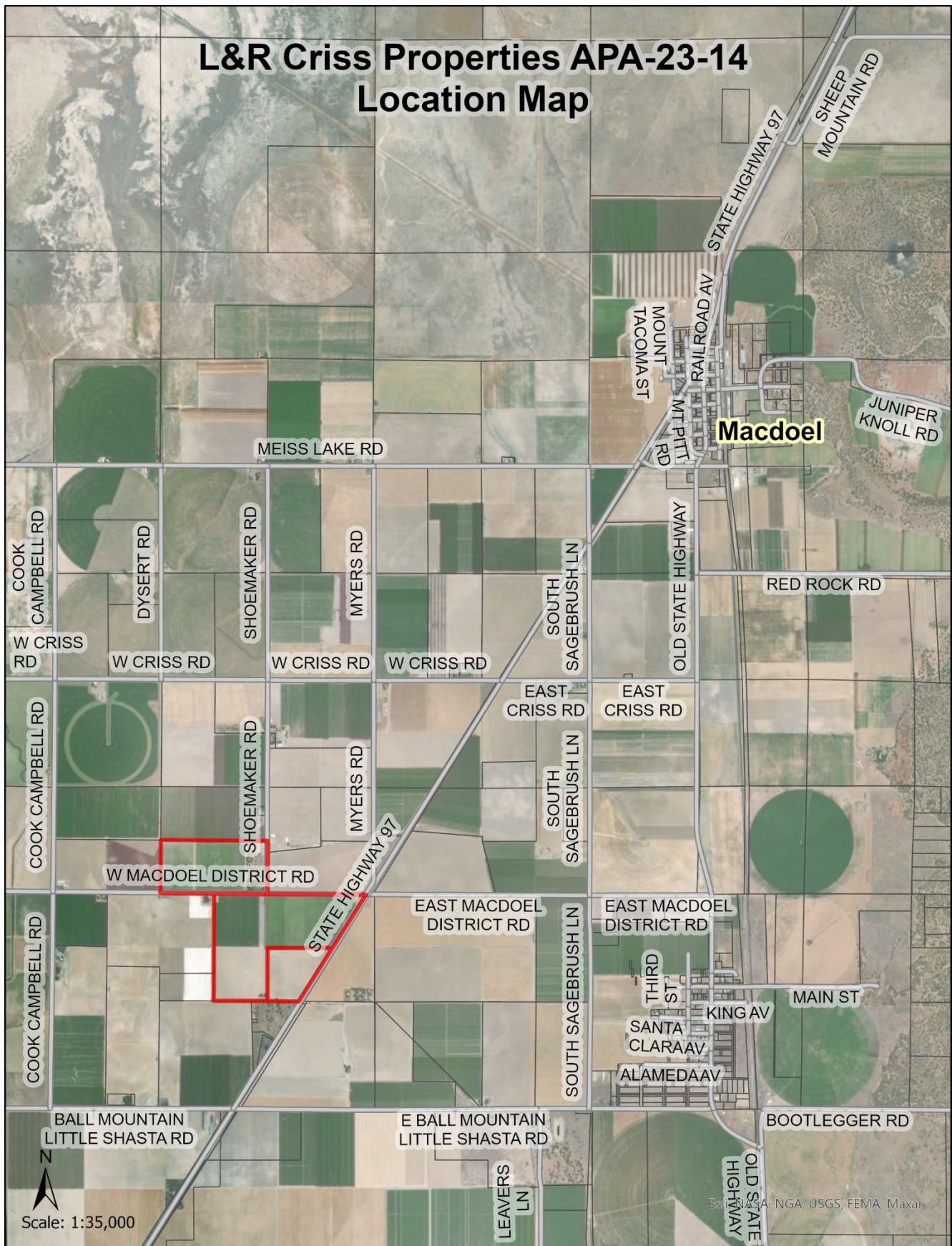


Exhibit B

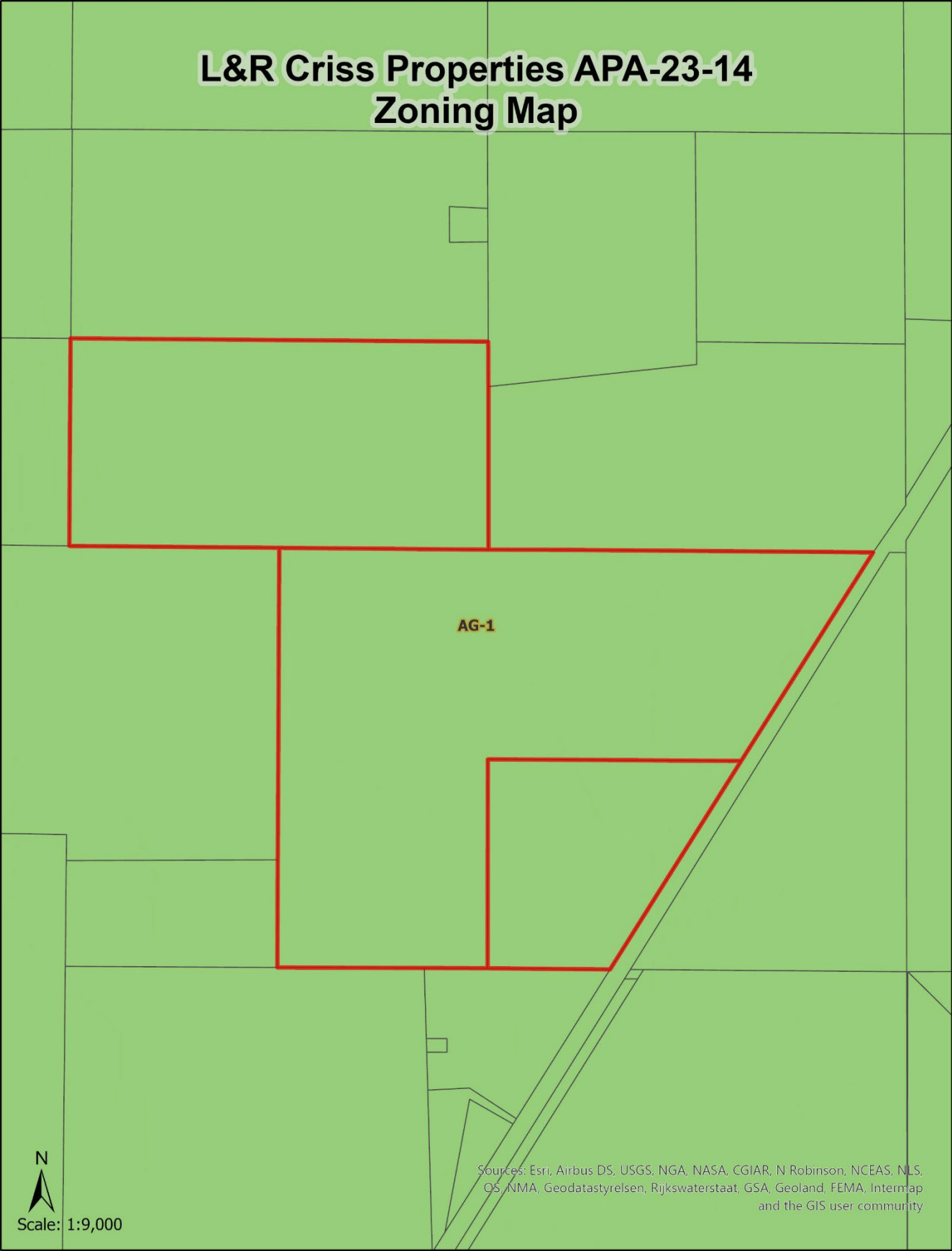


Exhibit C

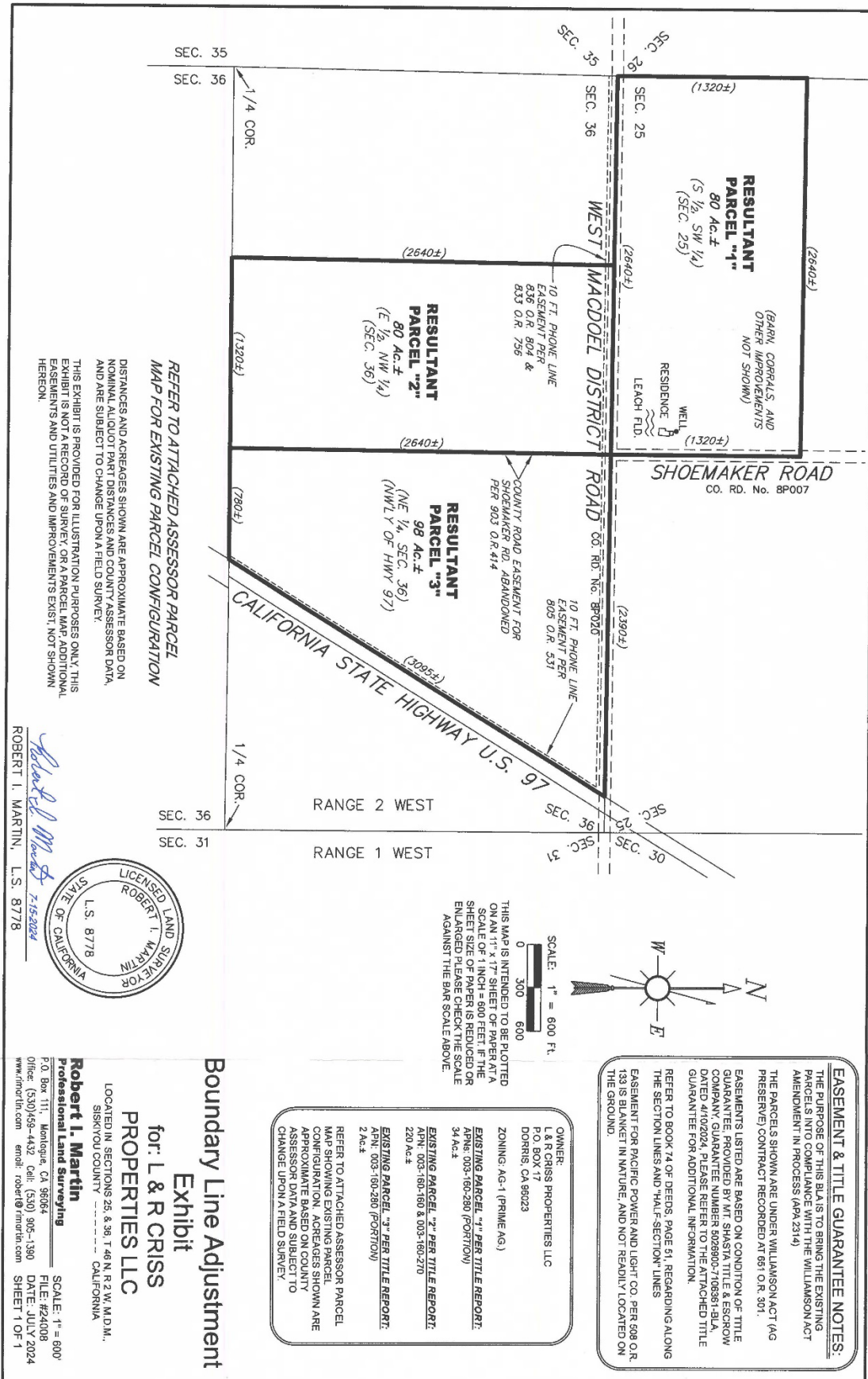


Exhibit D

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-23-14)

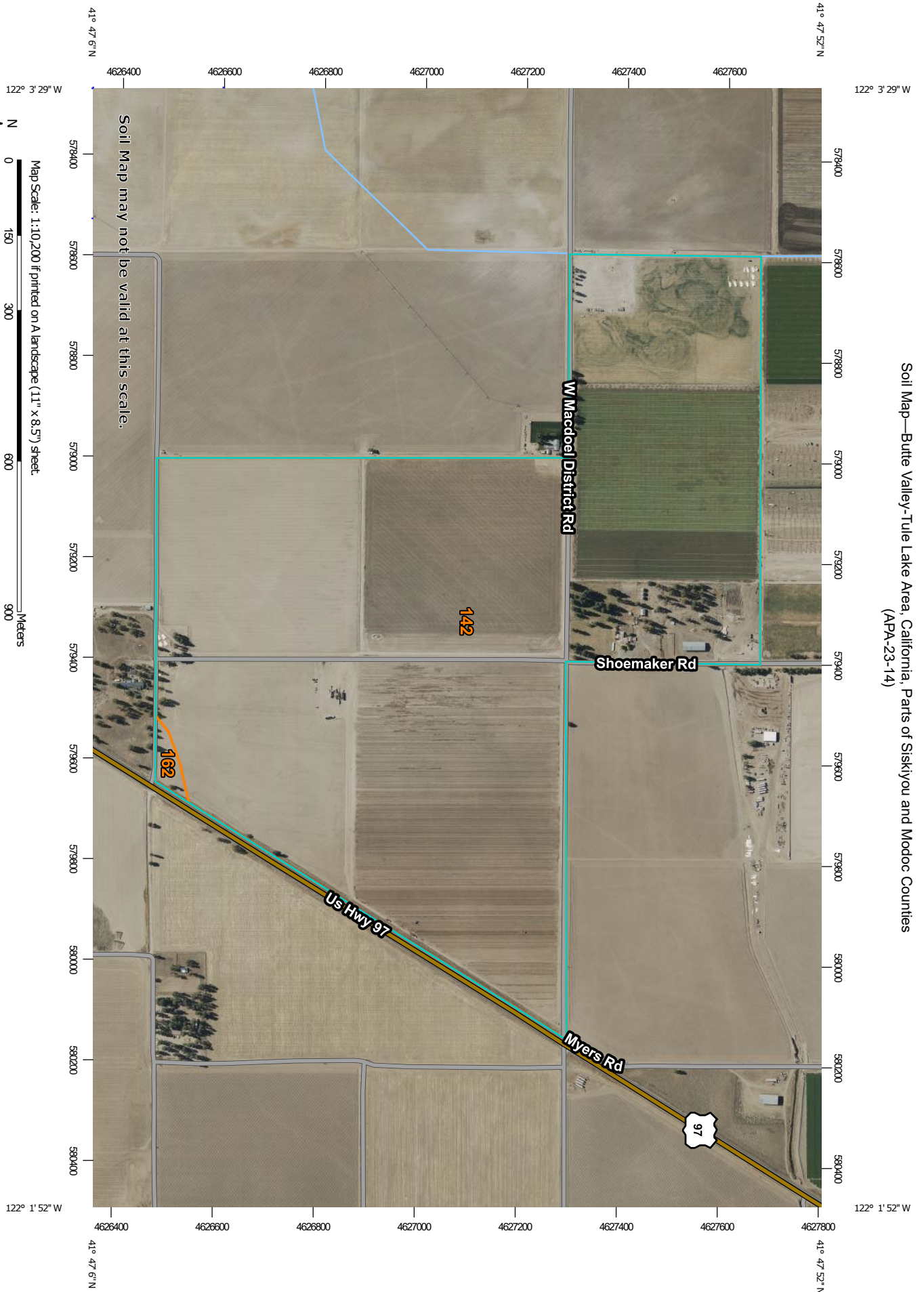



















Exhibit E

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		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties

Survey Area Data: Version 19, 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
142	Leavers sandy loam, drained, 0 to 5 percent slopes	256.8	99.4%
162	Poman loamy sand, 0 to 2 percent slopes	1.5	0.6%
Totals for Area of Interest		258.3	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: L&R Criss Properties, LLC

Address: Post Office Box 17, Dorris, California 96023

Parcel Numbers: 003-160-160, 003-160-270 and 003-160-280

How long have you owned this land? 2013 to Present

Type of Agricultural Use:

Dry pasture acreage _____

Irrigated pasture acreage 3

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop average _____ Crops grown _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) Hand Line & Wheel Line

Row crop acreage 248 Crops grown _____ Production per acre _____

Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ _____ per year _____ acres

Fishing rights \$ _____ per year _____ acres

Other _____ rights \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner Planasa, LLC Number of acres 229

Rental fee per acre \$ 450.00 Use of land Nursery Plants

Terms of lease January 2, 2021 Lease termination date December 31, 2032

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

List expenses paid by landowner Siskiyou County Property Taxes



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 Robin M Criss Date 7-10-23

Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

- 1. This signed form
- 2. The completed and signed County standard Application for Development Review
- 3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
- 4. A copy of the Grant Deed for each legal parcel
- 5. The legal description of the land included in the application and proposed change(s)
- 6. A copy of any and all Deeds of Trust for the land that is included in the application
- 7. A copy of the property's existing Williamson Act Contract

Planning Staff Comments Below

The above property is within one mile of a city: Yes No

Name of City: _____

Present Zoning _____

91

RECORDED AT REQUEST OF
Siskiyou County Clerk
OFFICIAL: [Signature] SISKIYOU COUNTY, CALIF.

FILED

10188

FORM APPROVED
This 16th day of Feb, 1972

FEB 25 1972

DEC 17 3 19 PM '71

MICHAEL T. HENNESSY
County Counsel
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

Vol. 651 Page 301
RECORDER [Signature]
FEE \$ [Signature]
No Chg.

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
WORKS PRICE, SISKIYOU COUNTY, CALIFORNIA

BY Jeanne Landrick
DEPUTY

OWNER/OWNERS NAME AS RECORDED: CRISS BROTHERS
(Include trust deed or other encumbrance holders Use separate sheet if necessary)
JOHN & LLOYD STARR
MAGGIE CRISS
PRUDENTIAL INSURANCE

APPLICANT'S NAME (If other than above): none

APPLICANT'S ADDRESS: Box 104 Macdonell, Calif

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: none MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>Cattle Ranch</u>	<u>see attached list</u>	

Total acreage 6,480.2

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: Criss Bros by Arnold E Criss
Margaret D Criss

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: _____

% INT.	TAX AREA CODE	PARCEL NUMBER	NAME
4	90-05	3-130-030	CRISS BROTHERS ✓ Andrus 240 ✓
4	90-05	3-130-040	CRISS BROTHERS ✓ Andrus 160 ✓
4	90-05	3-130-160	CRISS BROTHERS ✓ Andrus 20 ✓
4	90-05	3-130-170	CRISS BROTHERS ✓ Andrus 20 ✓
4	90-06	3-160-160	CRISS BROTHERS ✓ Edsall 80 ✓
4	90-06	3-160-200	CRISS BROTHERS ✓ Edsall 104 ✓
4	90-06	3-160-270	CRISS BROTHERS ✓ Edsall 142 ✓
4	90-06	3-160-280	CRISS BROTHERS ✓ Edsall 36 ✓
4	90-05	3-420-080	CRISS BROTHERS ✓ Darby 22 ✓
4	90-05	3-420-170	CRISS BROTHERS ✓ Feedlot 150 ✓
4	90-05	3-430-010	CRISS BROTHERS ✓ Maggie 137 ✓
4	90-05	3-430-040	CRISS BROTHERS ✓ Gibson 20 ✓
4	90-06	3-430-050	CRISS BROTHERS ✓ Maggie 29 ✓
4	90-06	3-430-070	CRISS BROTHERS ✓ Parson 105 ✓
4	90-06	3-440-050	CRISS BROTHERS ✓ Starr 640 ✓
4	90-02	10-010-100	CRISS BROTHERS ✓ Parson 240 ✓
4	90-02	10-010-180	CRISS BROTHERS ✓ Parson 772 ✓
4	90-02	10-030-030	CRISS BROTHERS ✓ Parson 640 ✓
4	90-02	10-030-040	CRISS BROTHERS ✓ Parson 160 ✓
4	90-02	10-040-010	CRISS BROTHERS ✓ Parson 640 ✓
4	90-02	10-040-020	CRISS BROTHERS ✓ Parson 400 ✓
4	90-02	10-040-040	CRISS BROTHERS ✓ Parson 480 ✓
4	90-04	11-370-010	CRISS BROTHERS ✓ Starr 200 ✓
4	90-06	11-380-030	CRISS BROTHERS ✓ Starr 287 ✓
4	90-06	11-380-040	CRISS BROTHERS ✓ Starr 328 ✓
4	90-04	11-380-050	CRISS BROTHERS ✓ Starr 160 ✓
4	90-04	11-380-060	CRISS BROTHERS ✓ Starr 100 ✓
4	90-05	35-041-070	CRISS BROTHERS
4	7-00	54-162-230	CRITES CECIL J & DIANE M CP

TOTAL AC, 6480.2

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PREAMBLE TO LAND CONSERVATION CONTRACT

WHEREAS, the hereinafter referred to OWNER possesses certain real property located within the hereinafter referred to County, which property is presently devoted to agricultural and compatible uses.

WHEREAS, said property is located in agricultural preserve established by COUNTY by resolution; and,

WHEREAS, both OWNER AND COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California.

The following agreement is prepared and entered into by the parties to accomplish the above-stated purposes.

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on 2-9, 1972, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. RENEWAL. NOTICE OF NONRENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written notice of nonrenewal is served by the Owner on the County at least 90 days prior to said date or written notice of nonrenewal is served by the County on the Owner at least 60 days prior to said date. Under no circumstances shall a notice of renewal to either party be required to effectuate the automatic renewal of this Contract.

Section 4. AUTHORIZED USES. During the term of this Contract and any and all renewals thereof, the Premises shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and for compatible uses as specified in the Resolution establishing the Agricultural Preserve. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions and restrictions set forth in the Resolution establishing the Agricultural Preserve. No buildings or structures shall be erected upon the Premises except such buildings and structures as are directly related to authorized uses of the Premises listed in said Resolution establishing the Agricultural Preserve.

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES. The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract or any renewals thereof amend the resolution establishing said Agricultural Preserve to add to those authorized uses or eliminate a use listed in the Resolution establishing the Agricultural Preserve which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

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

Section 7. EMINENT DOMAIN. (a) Except as provided in subdivision (d) of this Section 7, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed or when such 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:

CRISS BROS

Box 104

MACDOEL CALIF

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

Criss Bros by

Arnold E Criss

Marvin D Criss

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price

Clerk

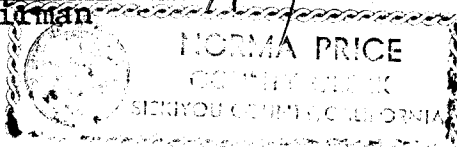
Ernest A. Hayden

Chairman

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

ss.



On this 3rd 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

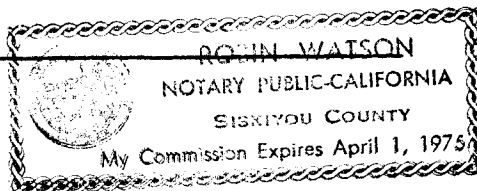
My Commission Expires: _____

00000

STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.

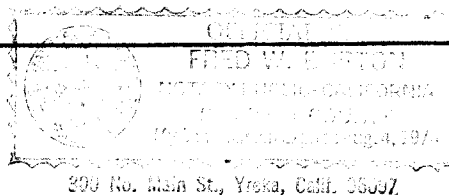


On this 17th day of December, 1971,
before me, Fred W. Burton, a Notary
Public, in and for said Siskiyou County, personally
appeared ARNOLD F. CRISS & MARVIN D. CRISS
known to me to be the persons whose
names ARE subscribed to the within instrument, and
acknowledged to me that They executed the same.

Fred W. Burton

Notary Public

My Commission expires: _____



COUNTY OF SISKIYOU STATE OF CALIFORNIA

% INT.	TAX AREA CODE	PARCEL NUMBER	NAME
4	90-05	3-130-030	CRISS BROTHERS ✓ Andrus 240'
4	90-05	3-130-040	CRISS BROTHERS ✓ Andrus 160'
4	90-05	3-130-160	CRISS BROTHERS ✓ Andrus 20'
4	90-05	3-130-170	CRISS BROTHERS ✓ Andrus 20'
+	90-06	3-160-160	CRISS BROTHERS ✓ Edsall 80'
+	90-06	3-160-200	CRISS BROTHERS ✓ Edsall 74'
+	90-06	3-160-270	CRISS BROTHERS ✓ Edsall 142'
	90-06	3-160-280	CRISS BROTHERS ✓ Edsall 36'
	90-05	3-420-080	CRISS BROTHERS ✓ Darby 82'
	90-05	3-420-170	CRISS BROTHERS ✓ Tract 100'
	90-05	3-430-010	CRISS BROTHERS ✓ Moggel 137'
	90-05	3-430-040	CRISS BROTHERS ✓ Timmer 220'
	90-06	3-430-050	CRISS BROTHERS ✓ Moggel 29'
	90-06	3-430-070	CRISS BROTHERS ✓ Edsall 165'
	90-06	✓ 3-440-050	CRISS BROTHERS ✓ Starr 640'
	90-02	10-010-100	CRISS BROTHERS ✓ Parson 240'
	90-02	10-010-180	CRISS BROTHERS ✓ Parson 772.7'
	90-02	10-030-030	CRISS BROTHERS ✓ Parson 640'
	90-02	10-030-040	CRISS BROTHERS ✓ Parson 160'
	90-02	10-040-010	CRISS BROTHERS ✓ Parson 640'
	90-02	10-040-020	CRISS BROTHERS ✓ Parson 400'
	90-02	10-040-040	CRISS BROTHERS ✓ Parson 480'
	90-04	✓ 11-370-010	CRISS BROTHERS ✓ Starr 200'
	90-06	✓ 11-380-030	CRISS BROTHERS ✓ Starr 287'
	90-06	✓ 11-380-040	CRISS BROTHERS ✓ Starr 328'
	90-04	✓ 11-380-050	CRISS BROTHERS ✓ Starr 156'
	90-04	✓ 11-380-060	CRISS BROTHERS ✓ Starr 150'
	90-05	35-041-070	CRISS BROTHERS
	7-00	54-162-230	CRITES CECIL J & DIANE M CP

TOTAL ACRES 6480.2

Exhibit G

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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 16th day of December, 1971.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

BY: M. B. Nash
LIENHOLDER M. B. Nash, Assoc. Genl. Mgr.

WASHINGTON
STATE OF ~~CALIFORNIA~~)
) ss.
COUNTY OF KING)

On this 16th day of December, 19 71,
before me, the undersigned _____ a Notary Public, in
and for said King County, personally appeared
M.B. Nash, Assoc. General Manager known to
me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he
executed the same.



J. Edgar
Notary Public

My Commission Expires: March 22, 1975

EXHIBIT "A"

List Assessor's Parcel Numbers below

	Acres
3-130-030	240
3-130-040	160
3-130-160	20
3-130-170	20
3-160- 160	80
3-160-270	142
3- 420-080 ¹⁶⁰⁻²⁸⁰	36
3-160-200	74
3-420-080	82
3-430-040	20
3-430-070	76.5
10-010-100	240
10-010-180	772.7
10-030-030	640.
10-030-040	160.
10-040-010	640
10-040-020	400
10-040-040	480

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 17th day of DECEMBER, 1971.

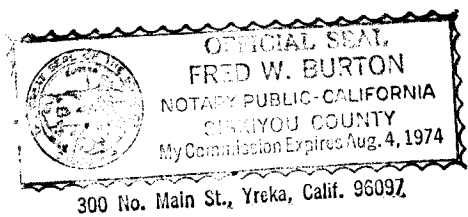
Lloyd S. Starr - John W. Starr
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF

On this 17th day of DECEMBER, 1971, before me, Fred W. Burton a Notary Public, in and for said Siskiyou County, personally appeared Lloyd S. Starr & John W. Starr known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Fred W. Burton
Notary Public

My Commission Expires: Aug 4 1974



CONSENT OF LIENHOLDER

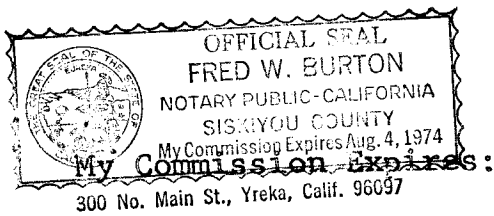
The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 17th day of December, 1971.

Maggie Criss
LIENHOLDER

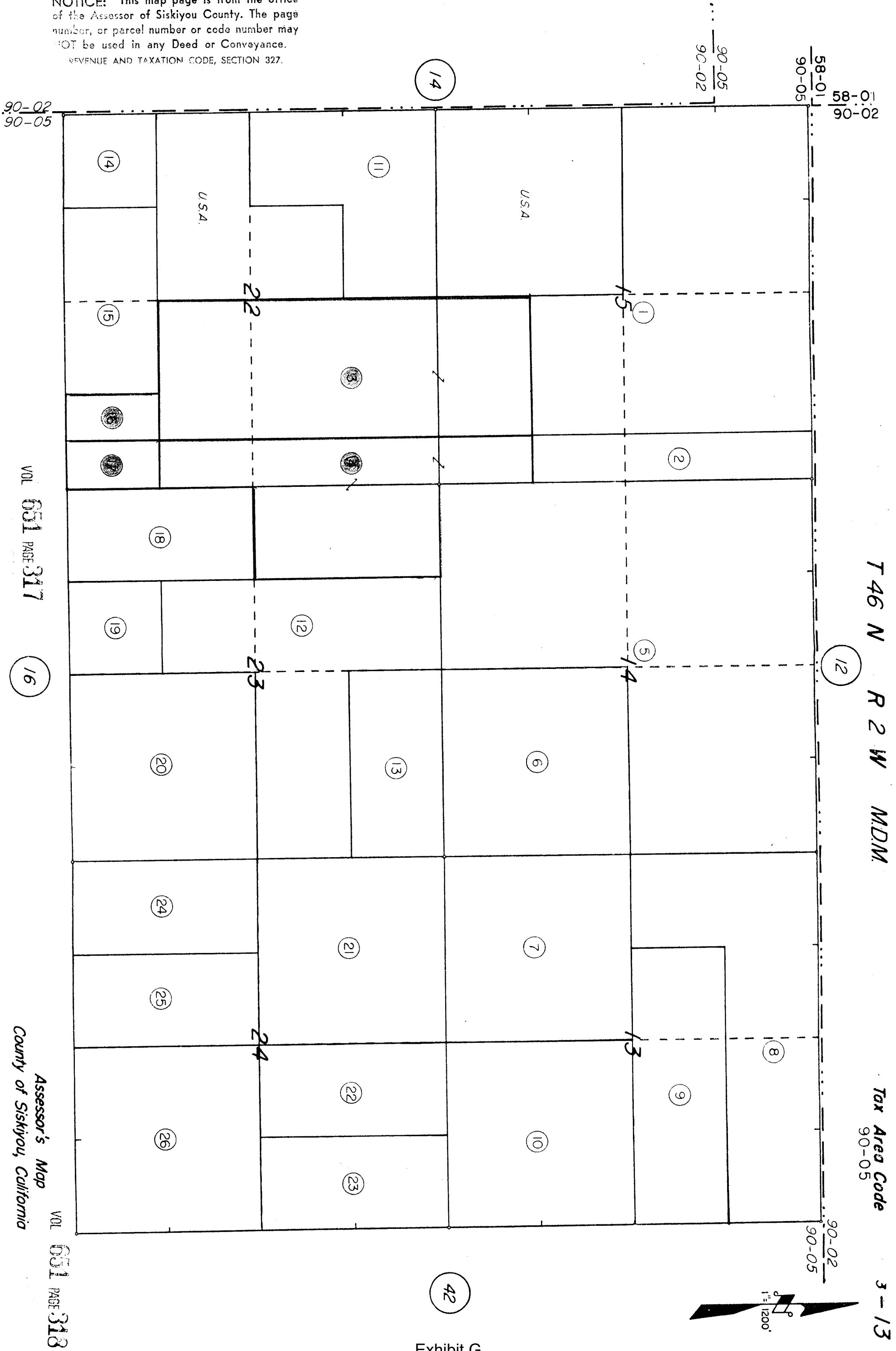
STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 17th day of December, 1971,
before me, Fred W. Burton a Notary Public, in
and for said Siskiyou County, personally appeared
MAGGIE CRISS known to
me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that _____
executed the same.



Fred W. Burton
Notary Public
Aug 4, 1974

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.



90-02
90-05

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Assessor's Map
County of Siskiyou, California

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58-01
90-05
90-06
1-0-20
1-8-16

T 46 N R 2 W MDM

Tax Area Code
90-05

3-13



Exhibit G

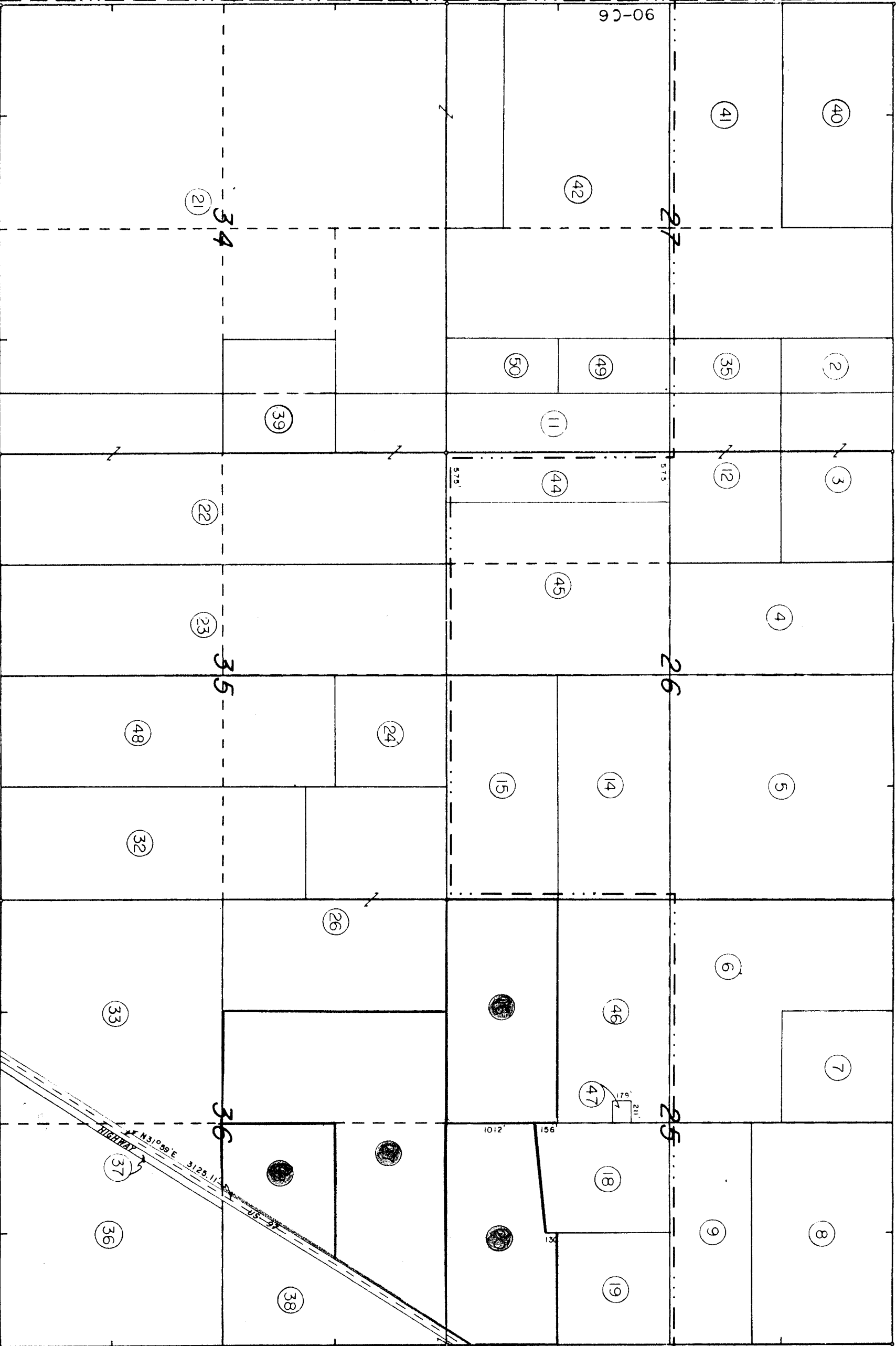
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 REVENUE AND TAXATION CODE, SECTION 327.

90-02
90-05

90-04
90-06

90-02
90-04

90-06

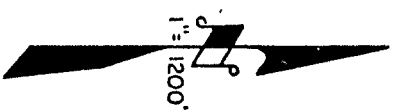


T 46 N R 2 W MDM

13

Tax Area Code
90-06
90-05

3 - 16



43

Exhibit G

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Book 11

Assessor's Map
County of Siskiyou, California

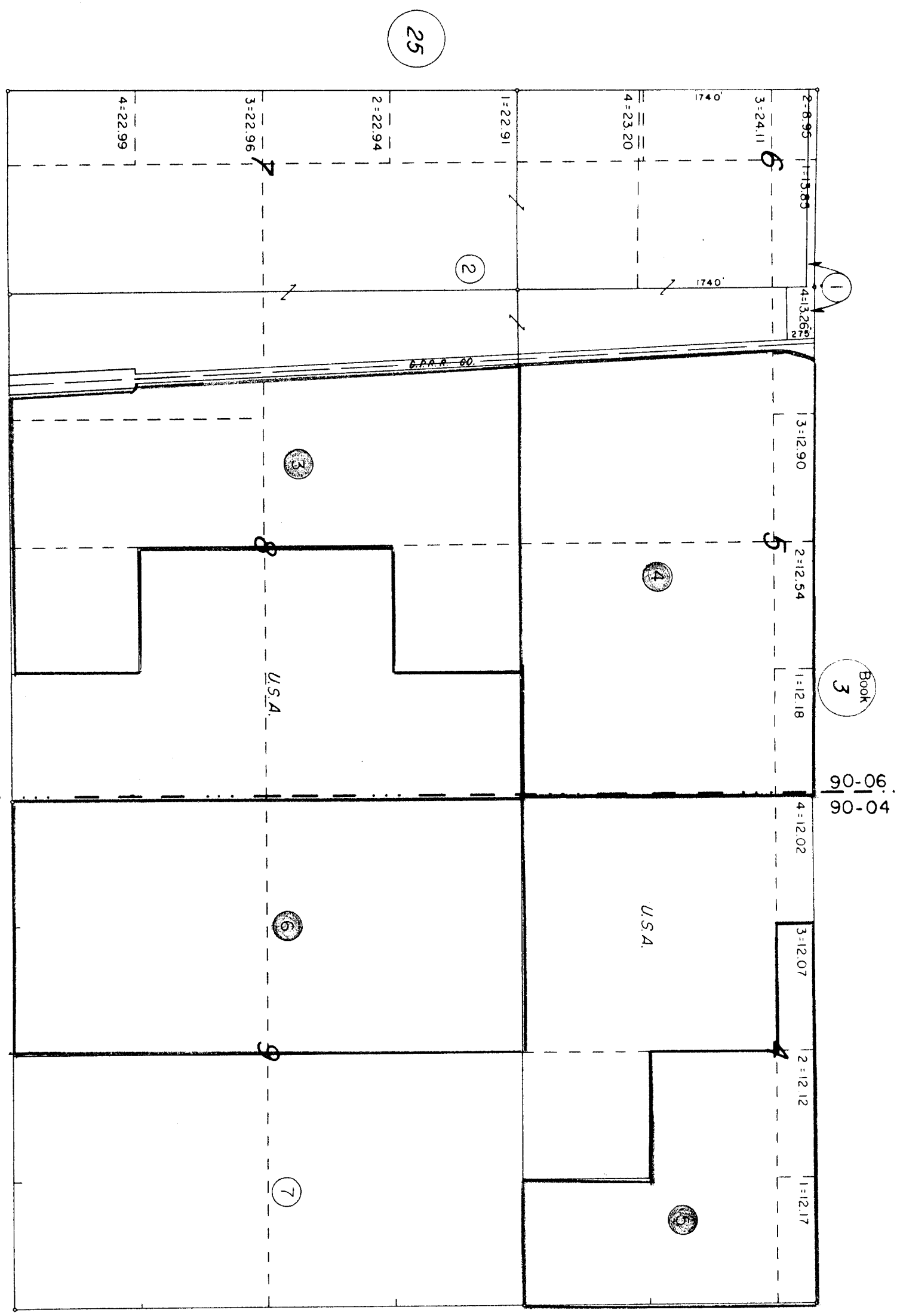
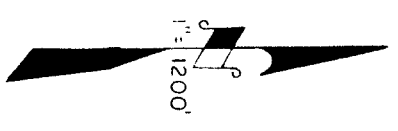
VOL 651 PAGE 320

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

Tax Area Code
90-04
90-06

11-38



25

2

Book 3

39

90-06
90-04

U.S.A.

37

Exhibit G

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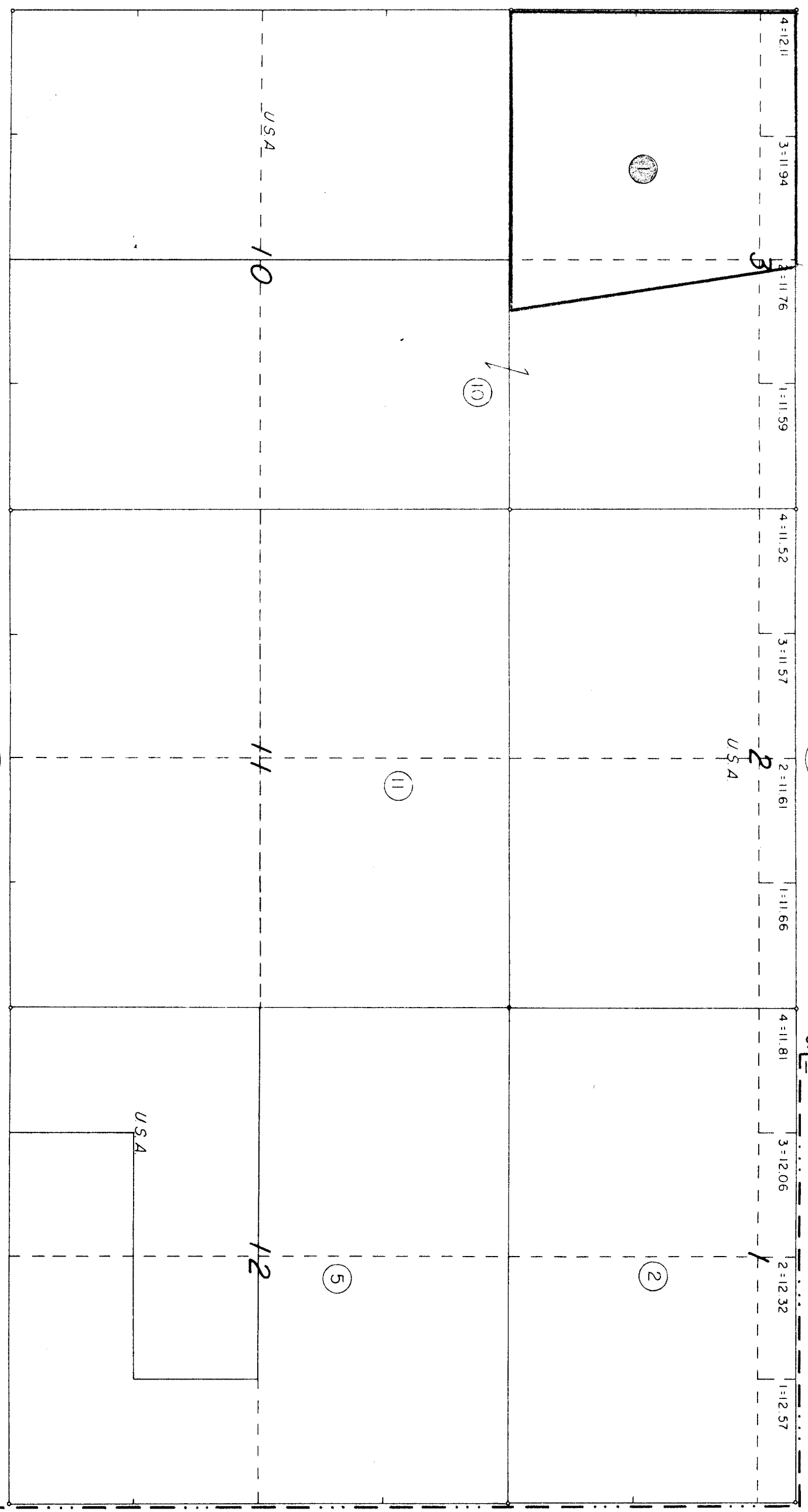
VOL 651 PAGE 336

NOTICE: This map page is from the ofc. of the Assessor of Stikyou 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.

T 45 N R 1 W MDM

Tax Area Code 90-04

11 - 37



Book 3

90-04
105-03

Book 10

90-04
105-03

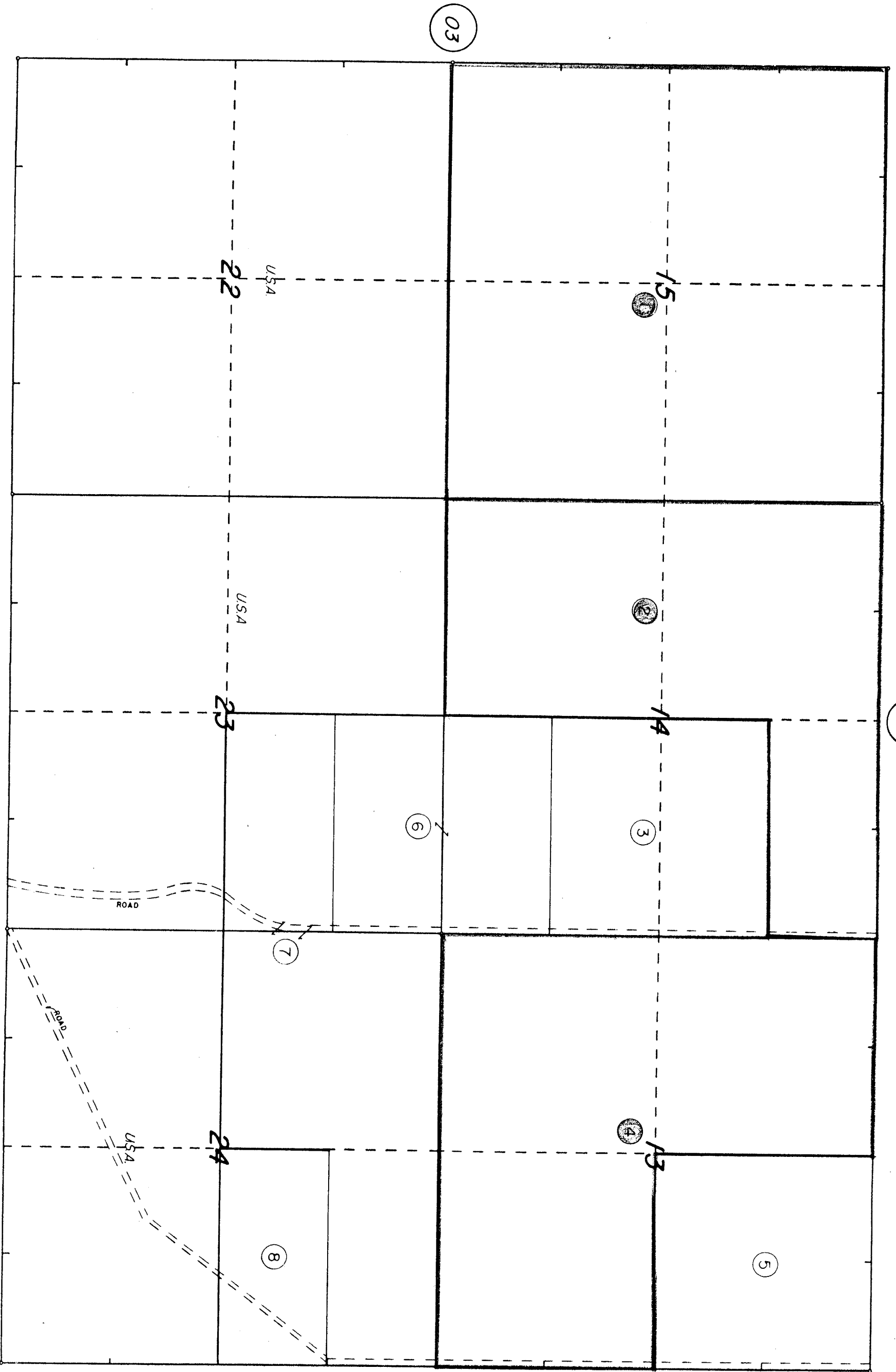
VOL 651 PAGE 333

VOL 651 PAGE 334

Exhibit G



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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.



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Assessor's Map
County of Siskiyou, California
R 1 E
R 2 E
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T 45 N R 1 E

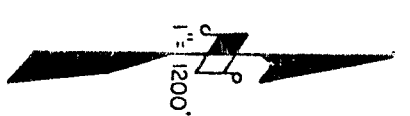
01

Tax Area Code
90-02

10-02

15

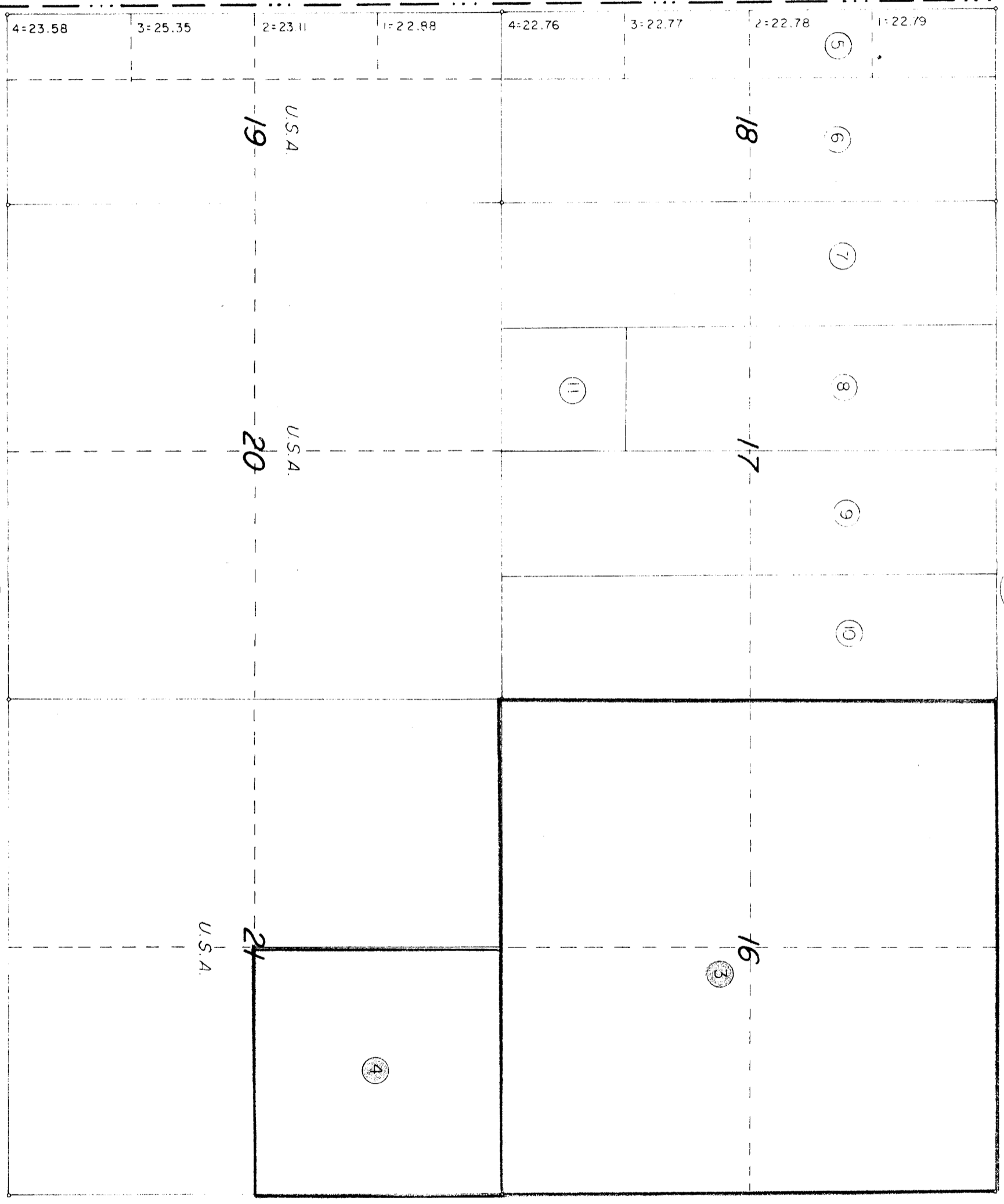
Exhibit G



This plat is taken from page 11 of the plat of the land of Stoddard County, Mo. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.
 REVENUE AND TAXATION CODE, SECTION 327.

90-04
90-02

90-04
90-02



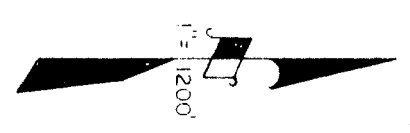
BCCM
11

T 45 N
R 1 E

PAGE
02

Tax Area Code
90-02

10-03



PAGE
04

Exhibit G

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PAGE
06

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T 45 N R 1 E

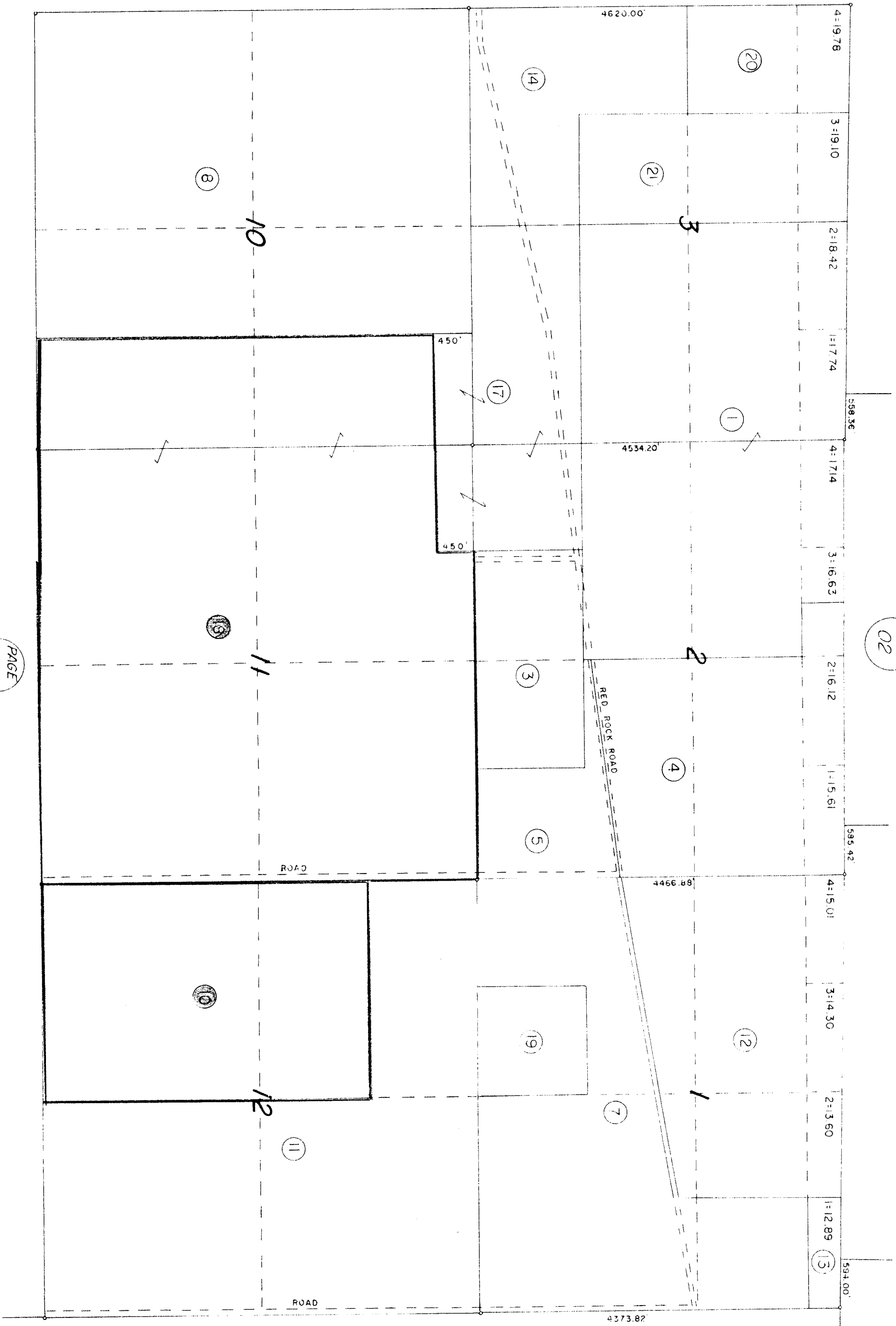
BOOK 02

Tax Area Code 90-02

10-01

PAGE 02

PAGE 14



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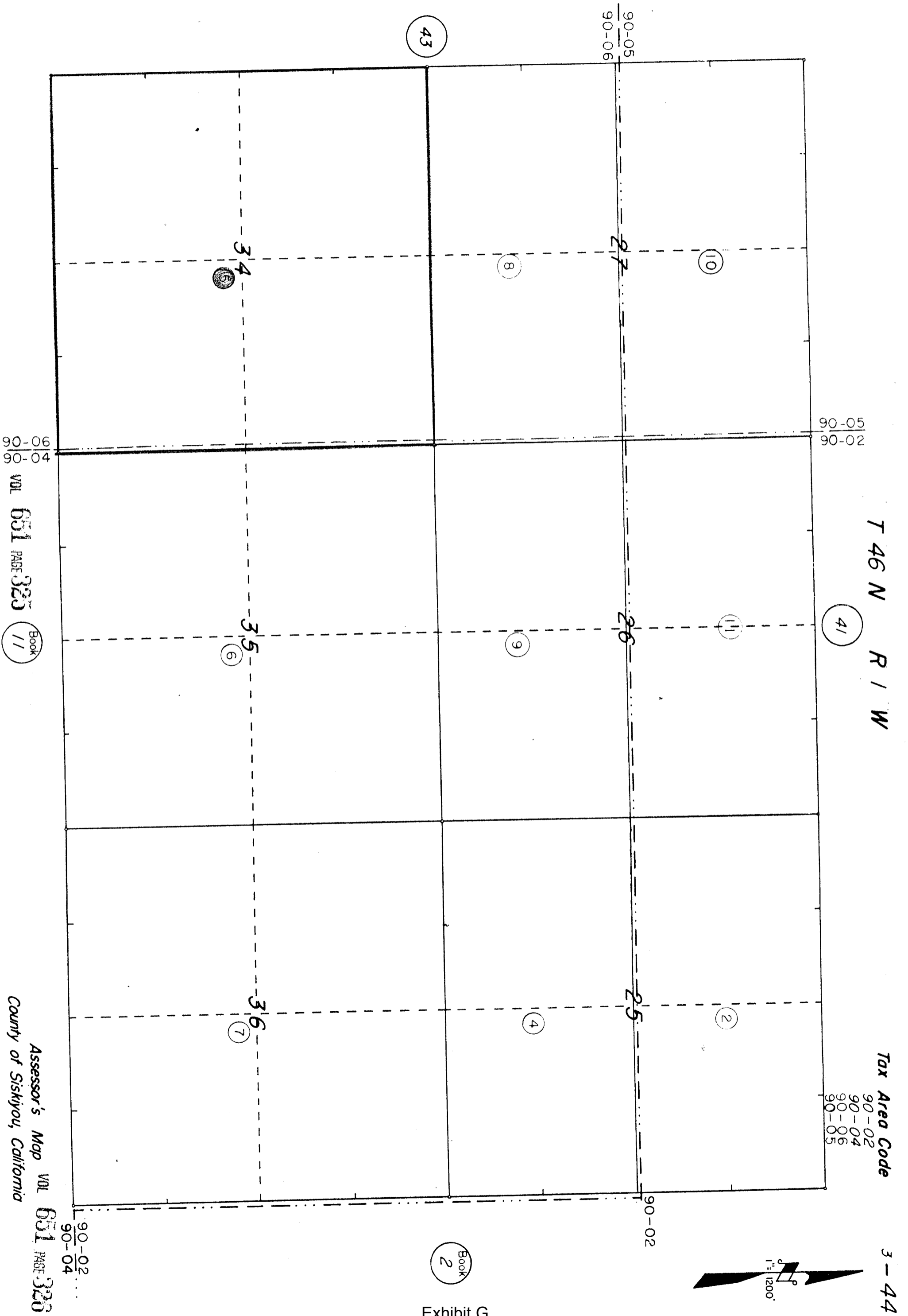
PAGE 04

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Exhibit G

This map page is from the office of the Assessor of Siskiyou County. The page number, parcel number or code number may not be used in any Deed or Conveyance.

REVENUE AND TAXATION CODE, SECTION 327.



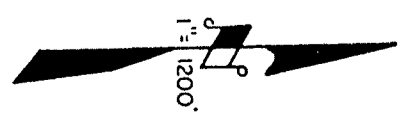
90-06
90-04
VOL 651 PAGE 325
Book 11

Assessor's Map VOL 651 PAGE 325
County of Siskiyou, California

90-02
90-04

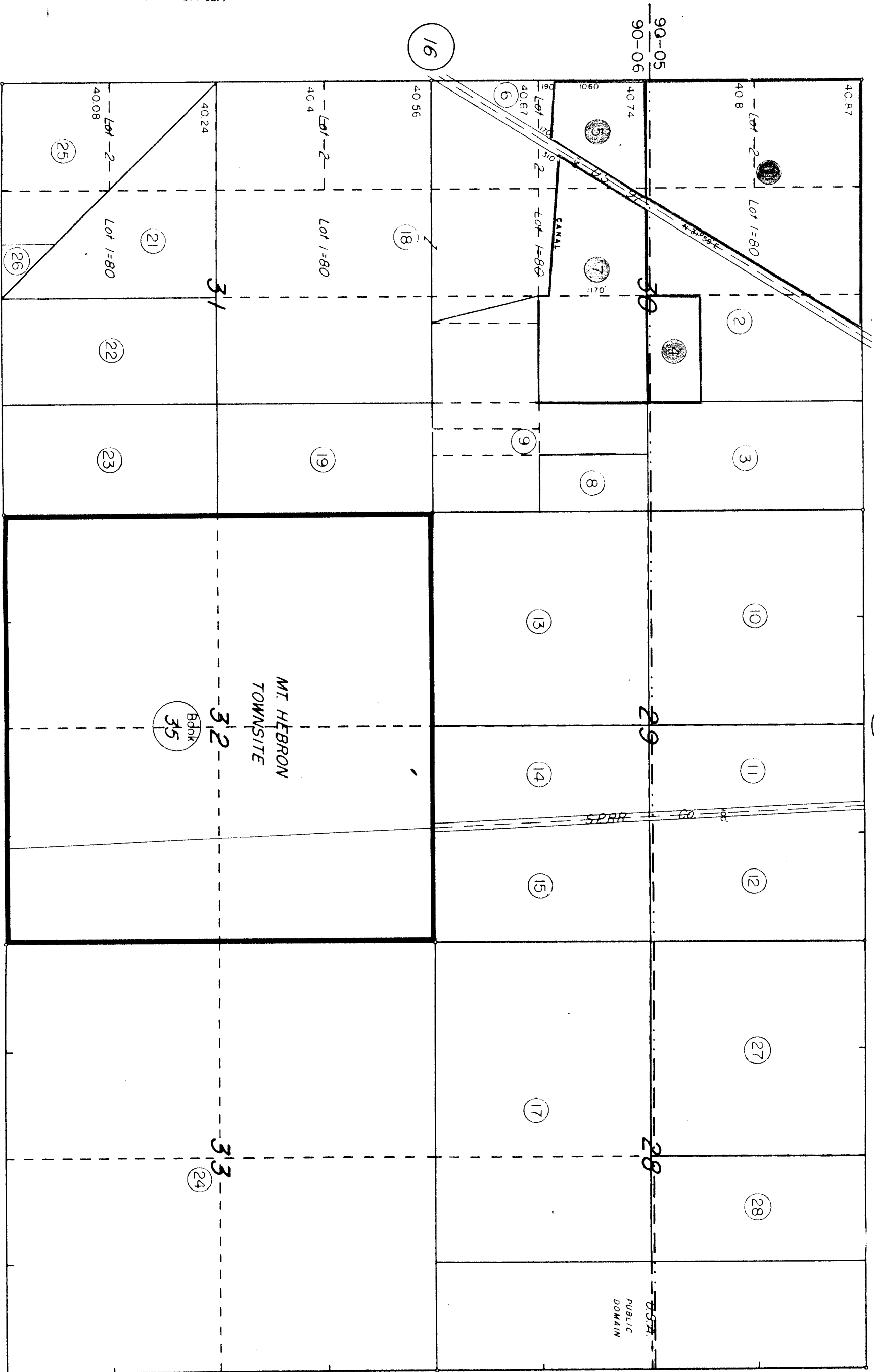
Book 2

Exhibit G



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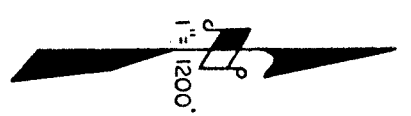


T 46 N R 1 W

42

Tax Area Code
90-05
90-06

3-43



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Book 11

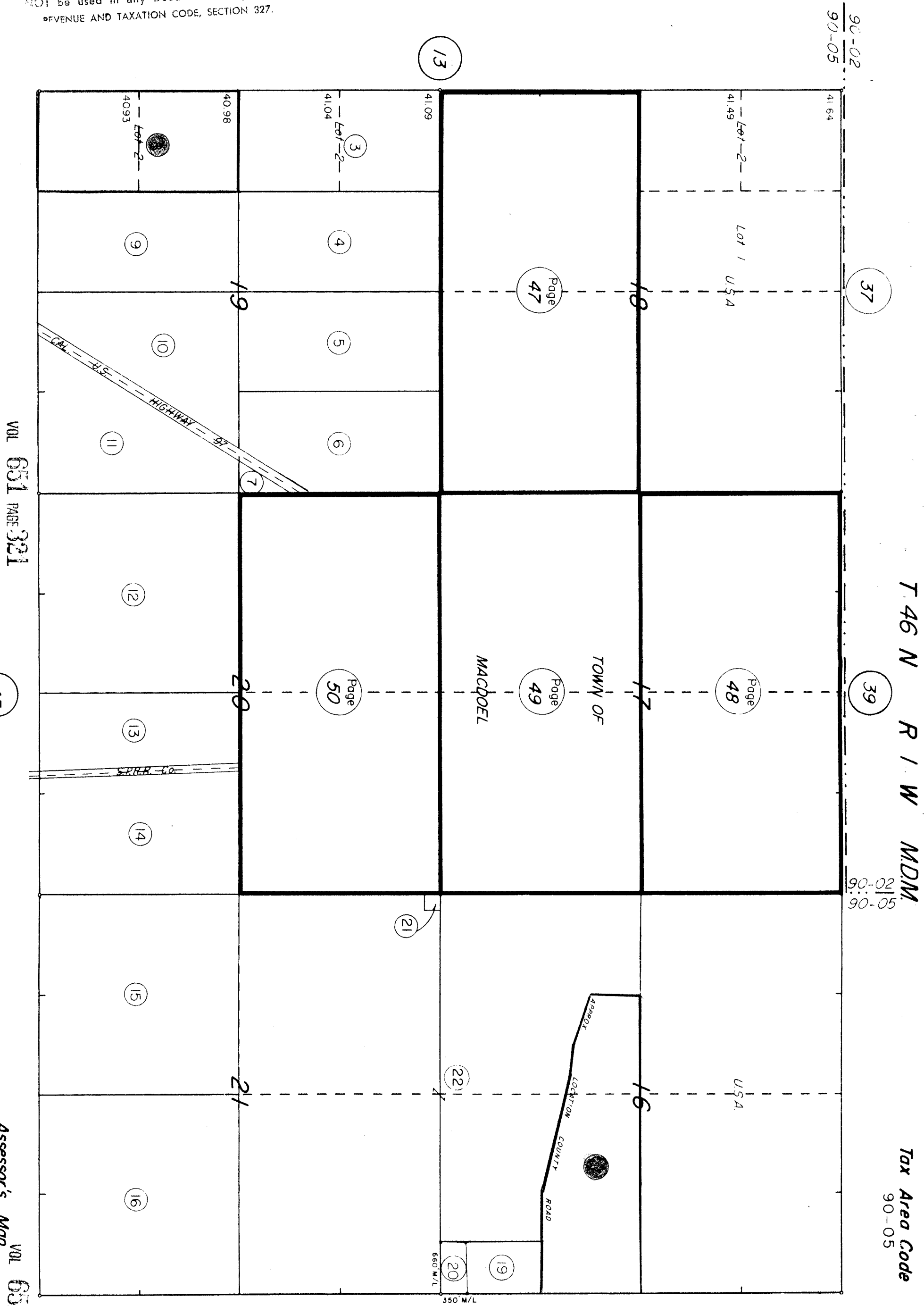
Assessor's Map
County of Siskiyou California

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Exhibit G

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Assessor's Map VOL 651 PAGE 322
County of Siskiyou, California

T 46 N R 1 W MDM.

Tax Area Code 90-05

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Exhibit G

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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Exhibit G

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

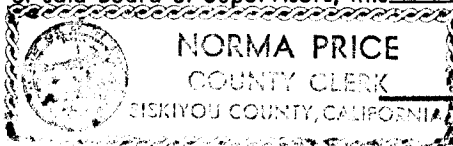
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{SS}

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

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

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

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VOL 651 PAGE 338
Exhibit G

THESE MINUTES ARE SUBJECT TO
CHANGE WHEN READ BY THE
BOARD OF SUPERVISORS.

MEMBERS:

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

• Criss Brothers
• Box 104
• Macdoel, California

Dear Sirs:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 651, Page 301, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By

Joanne Kendrick
Deputy