

Staff Report

Submission Date: September 17, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Merlo APA-24-09, Williamson Act Contract No. 78019, Application to rescind property from the existing contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of rangeland and pasture for livestock production and forage.

Location: The project site is located on Gazelle Callahan Road, North and East of the community of Callahan on APN 023-400-230, Township 41N, Range 8W, Section 35, MDBM.

Exhibits: **A.** Map of property under existing contract No. 78019
B. Location Map
C. Zoning Map
D. NRCS Soils Data and Map
E. Williamson Act Contract Amendment Questionnaire
F. Existing Contract 78019 and Establishment of Agricultural Preserve

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 320 acres which is currently under a contract which has multiple property owners.

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

Parcel Creation

- APN 023-400-230 is one 320-acre, legal parcel, created prior to the Subdivision Map Act and in compliance with County Subdivision Ordinances.

Parcel History

Williamson Act Contract

- The subject property is a portion of Williamson Act Contract No. 78019 (Clerk's No. 338) as recorded on February 23, 1978, the Siskiyou County Records in Volume 807 at Page 872.

Agricultural Preserve

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

Analysis

Preserve Requirements

Property ownership

Under the County Rules Section VI, Item B, parcels within an agricultural preserve should be under one ownership or contiguous.

The existing Ag Preserves consists of property under several different ownerships and the property is not contiguous. The existing Ag Preserve should be amended to remove the subject property and a new Ag Preserve be established, consisting only of the subject property.

Preserve Size

According to the Rules for the establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules), agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

The subject property consists of one parcel at 320 acres, exceeding the 100-acre minimum size.

Soils Class

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

The land contains approximately 58-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
148	190	VI	6:1	31.5
184	76	VI	6:1	12.5
178	32	VII	10:1	3
231	22	III	2:1	11
Total	320			58

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 Rural Residential Agricultural, 40-acre minimum and Rural Residential Agricultural, 80-acre minimum (R-R-B-40 & R-R-B-80), as shown on the zoning map (Exhibit C).

Minimum Parcel Size

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

At 320 acres, the parcel exceeds the minimum acreage requirement.

Agricultural Production Uses

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

The property has historically been used for and continues to be used for cattle grazing.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. However, secondary uses that are incidental to or supportive of the commercial agricultural use can be allowed.

There are no other uses occurring on the property currently.

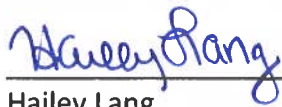
Pursuant to the County Rules Section II, the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserve to remove the 320 acres, establish a new preserve consisting of the 320 acres, rescind the subject property from the existing contract and reissue a single contract for all proposed properties within the newly established 320-acre preserve.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on September 17, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

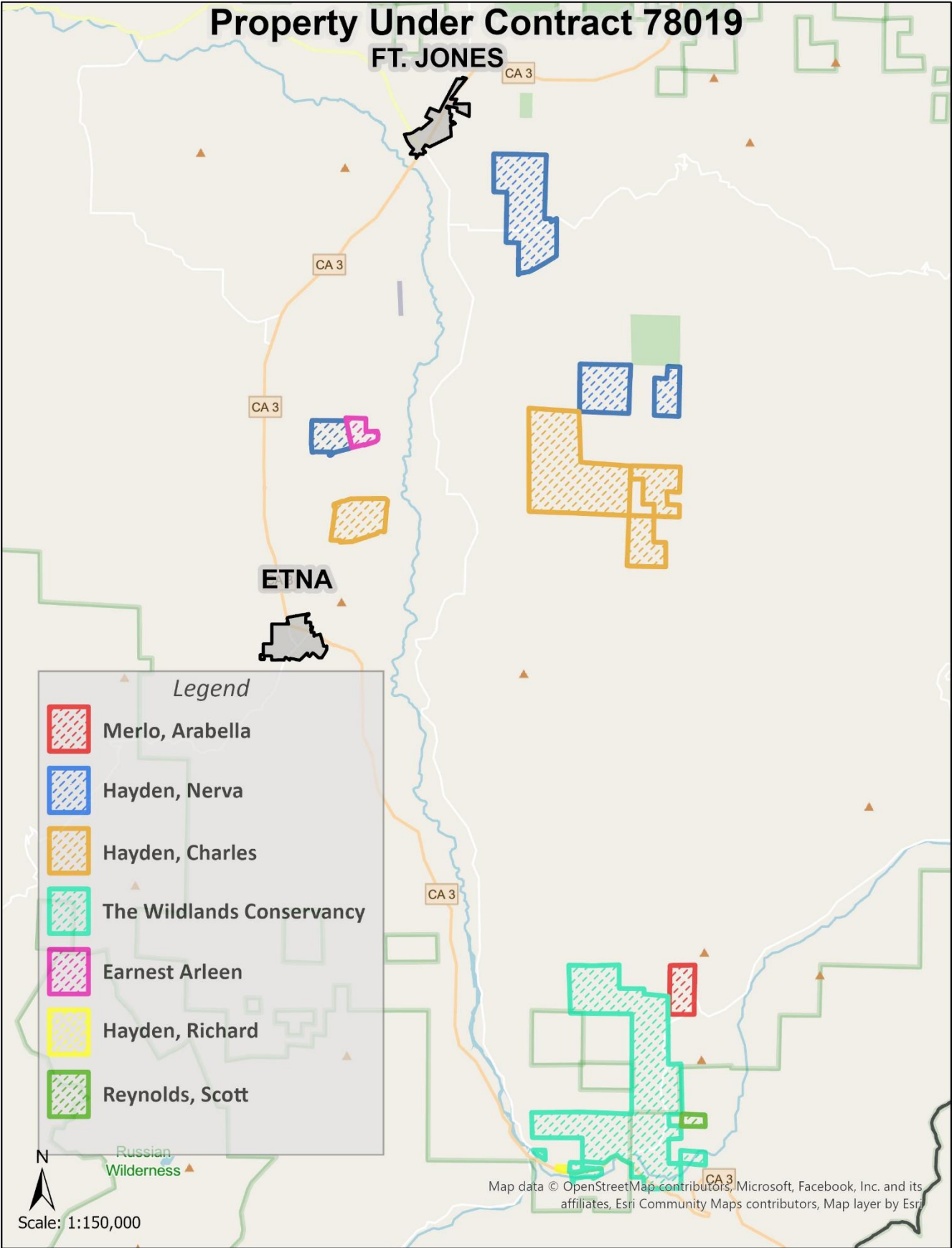


Exhibit A

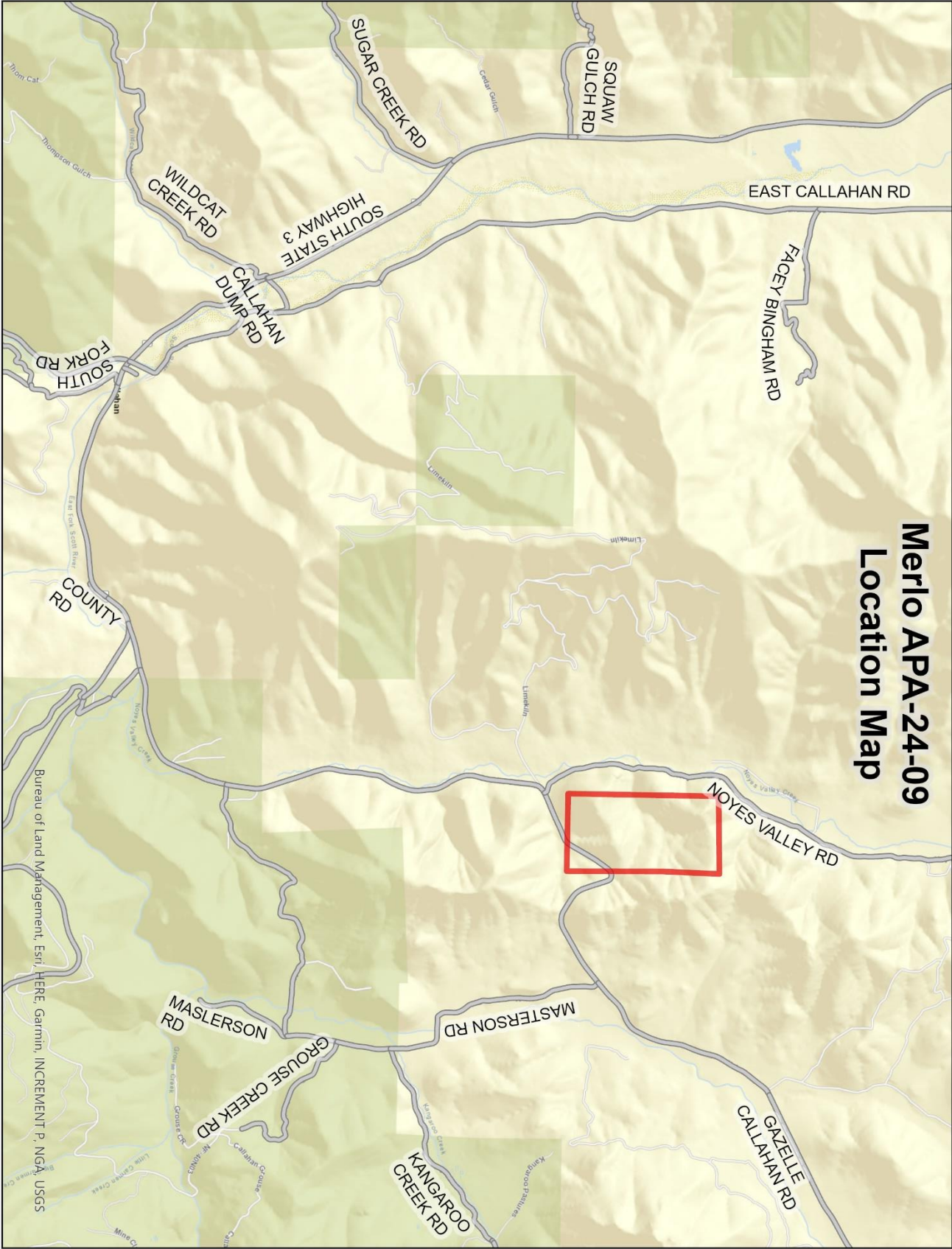


Exhibit B

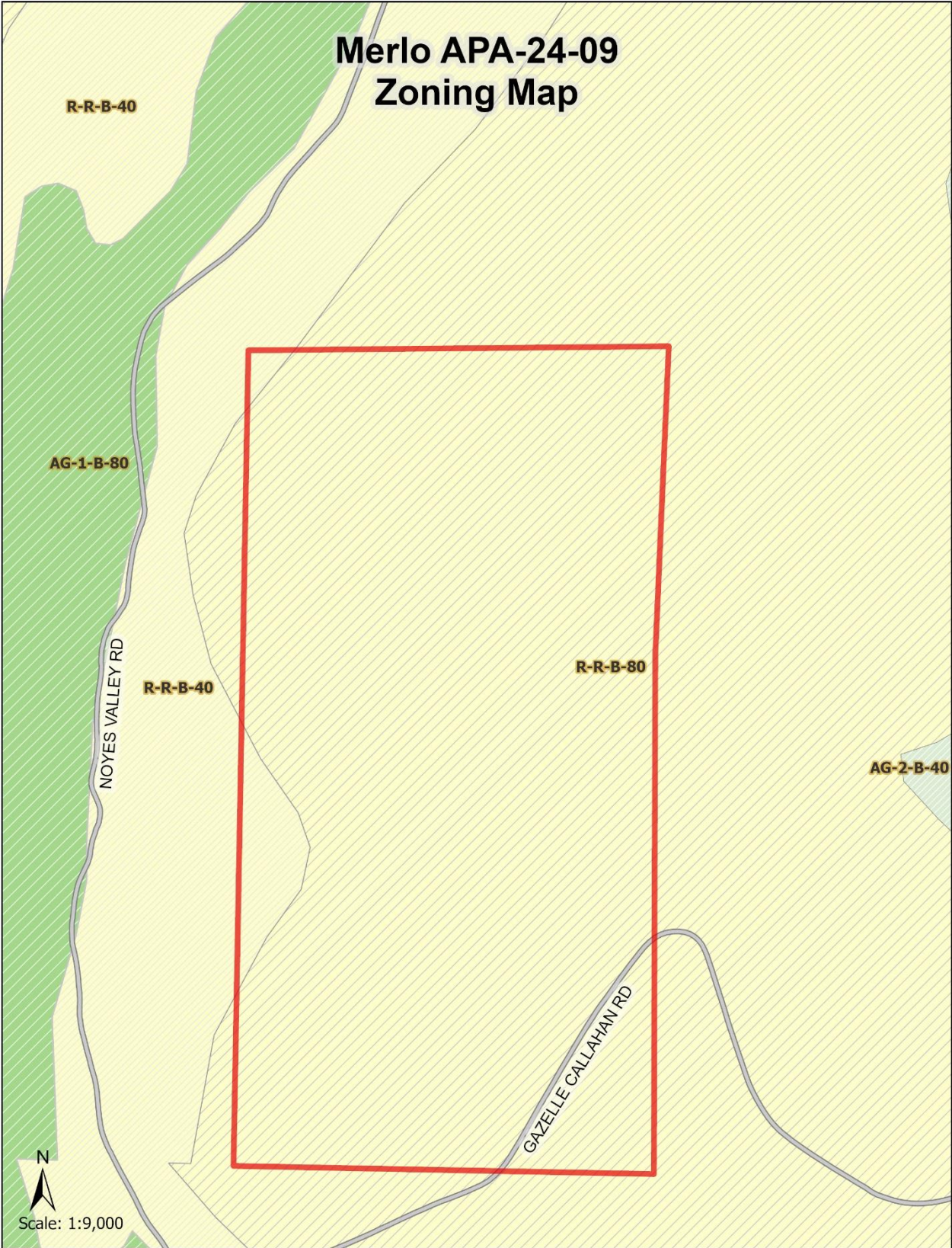
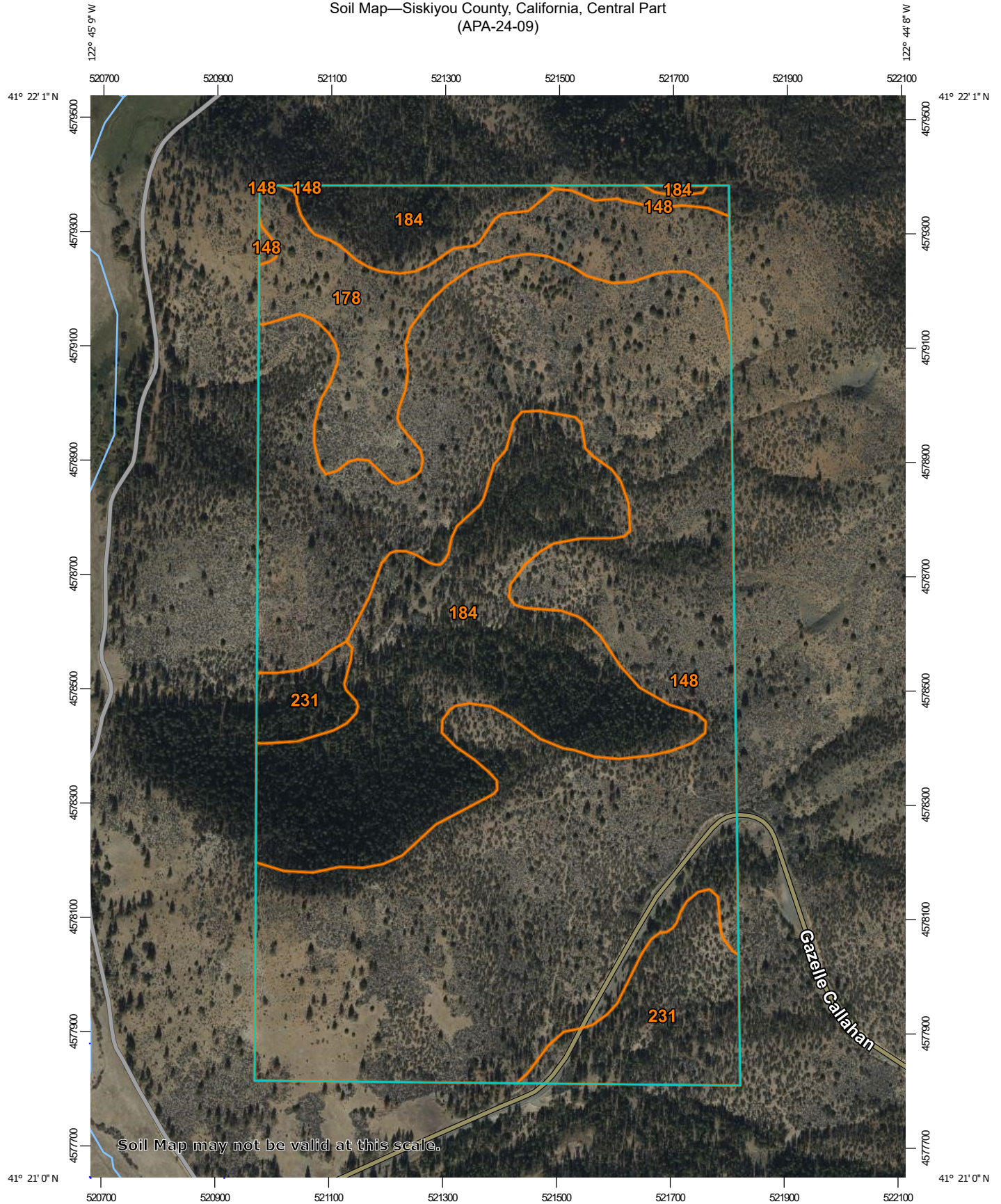
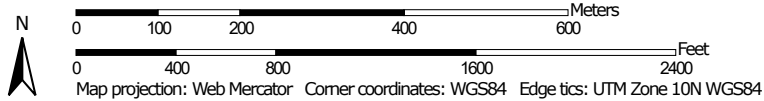


Exhibit C














Soil Map—Siskiyou County, California, Central Part
(APA-24-09)



Map Scale: 1:9,220 if printed on A portrait (8.5" x 11") sheet.



MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Siskiyou County, California, Central Part
Survey Area Data: Version 16, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 12, 2022—Oct 17, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	193.0	59.1%
178	Lithic Xerorthents-Rock outcrop complex, 0 to 65 percent slopes*	33.5	10.2%
184	Marpa-Kinkel-Boomer, cool complex, 15 to 50 percent slopes	77.3	23.7%
231	Stoner gravelly sandy loam, 5 to 15 percent slopes	22.9	7.0%
Totals for Area of Interest		326.7	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Arabella Merlo ETAL

Address: P.O. Box 627, Woodbridge CA 95258-0627

Parcel Numbers: 023-400-230

How long have you owned this land? ~~2000~~ 2016

Type of Agricultural Use:

Dry pasture acreage 320 Ac.

Irrigated pasture acreage _____

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop average _____ Crops grown _____ Production per acre _____

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

Row crop acreage _____ Crops grown _____ Production per acre _____

Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ _____ per year _____ acres

Fishing rights \$ _____ per year _____ acres

Other _____ rights \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of ^{tenant}owner Rick Hayden Number of acres Full 320 Ac

Rental fee per acre \$ 1.00 Use of land cattle ranch

Terms of lease cash Lease termination date on-going

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

List expenses paid by landowner property taxes, insurance

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 Abella Merlo ETR Date 6-18-24

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 _____

pd. 340⁰⁹

14688

Clerk's Copy # 338

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Nerva M. and Gladys Hayden
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) None
(if none - write none)

SEP 19 10 11 AM '77
SISKIYOU COUNTY CLERK
DEPUTY

APPLICANT'S NAME (If other than above): _____
APPLICANT'S ADDRESS: Star Route, Etna California 96027

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: Nerva M. Hayden MAILING ADDRESS: Star Route, Etna, Calif. 96027

RECORDED AT REQUEST OF
RECORDED AT REQUEST OF
Siskiyou County Clerk

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
FEB 23 1978
Vol. 807, Page 872
None

Present Agricultural Use Assessor's Parcel No. Acreage

See Exhibit "A" Attached Hereto

Total acreage 10,621.44

~~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: Nerva M. Hayden
Gladys Hayden

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

FORM APPROVED

This 27th day of Feb, 1978

FRANK J. DeMARCO

County Counsel
Frank J. DeMarco
SISKIYOU COUNTY, CALIFORNIA
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Exhibit F

PREAMBLE TO LAND CONSERVATION CONTRACT

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

WHEREAS, said property is located in Agricultural Preserve established by County by resolution; and

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on _____, 19____, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

Present Ag. use	AP#	Acres
Ranch	23-030-060	
Ranch	23-030-330	
Ranch	23-030-370	262.5
Ranch	23-030-090	
Ranch	23-030-110	
Ranch	23-030-340	
Ranch	23-030-350	160
Ranch	23-040-240	
Ranch	23-040-250	
Ranch	23-070-370	
Ranch	23-070-380	
Ranch	23-070-390	
Ranch	23-450-070	
Ranch	23-460-030	511.5
Ranch	23-210-070	604.21
Ranch	23-220-030	
Ranch	23-220-020	658
Ranch	23-260-050	268.98
Ranch	23-270-070	591.60
Ranch	23-280-070	440
Ranch	23-290-040	320
Ranch	23-290-070	640
Ranch	23-290-080	640
Ranch	23-290-030	354.36
Ranch	23-310-010	400
Ranch	23-400-050	600
Ranch	23-410-090	40
Ranch	23-410-100	600
Ranch	23-410-060	640
Ranch	31-210-020	478.67
Ranch	31-210-050	640
Ranch	31-230-020	320
Ranch	31-240-270	

T 40 N R 8 W
S 1/2 of Sec. 16

Tax Area Code
64-14

31-56

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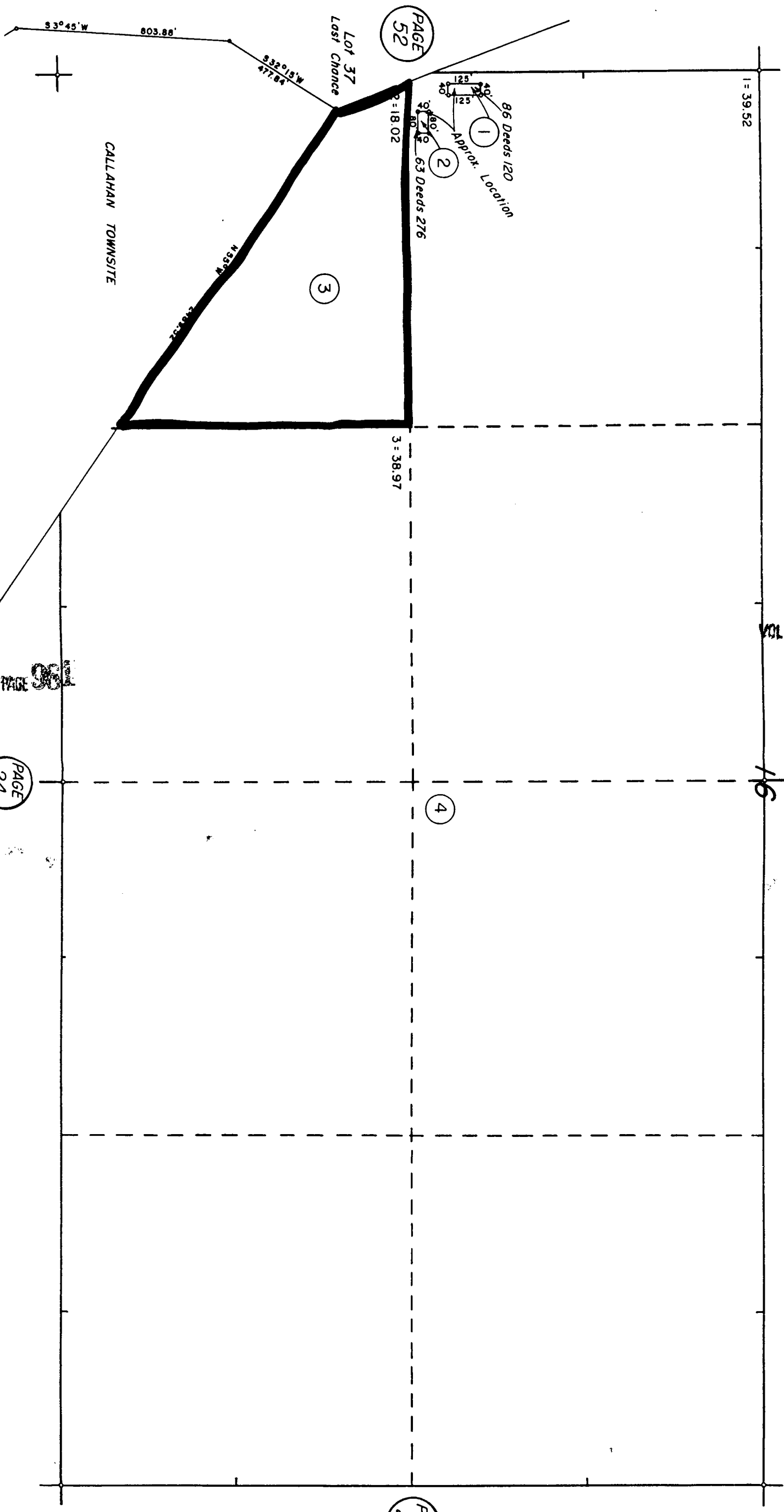
Exhibit F

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Assessor's Map
County of Siskiyou, California

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3

4

CALLAHAN TOWNSITE

Lot 37
Last Chance

63 Deeds 276

86 Deeds 120

1

2

3

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Tax Area Code
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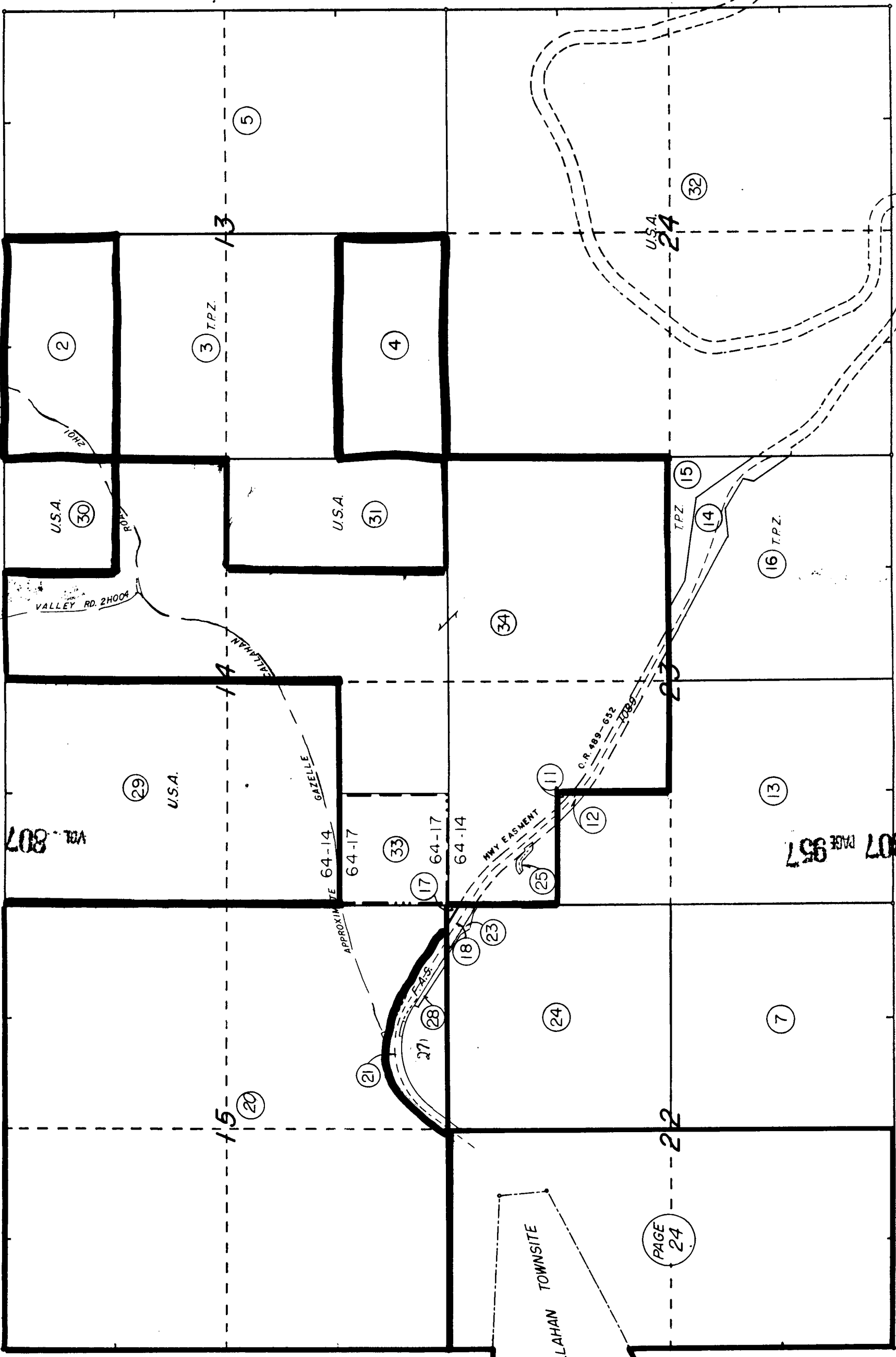
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Assessor's Map
County of Siskiyou, California

Exhibit F

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1"=120'

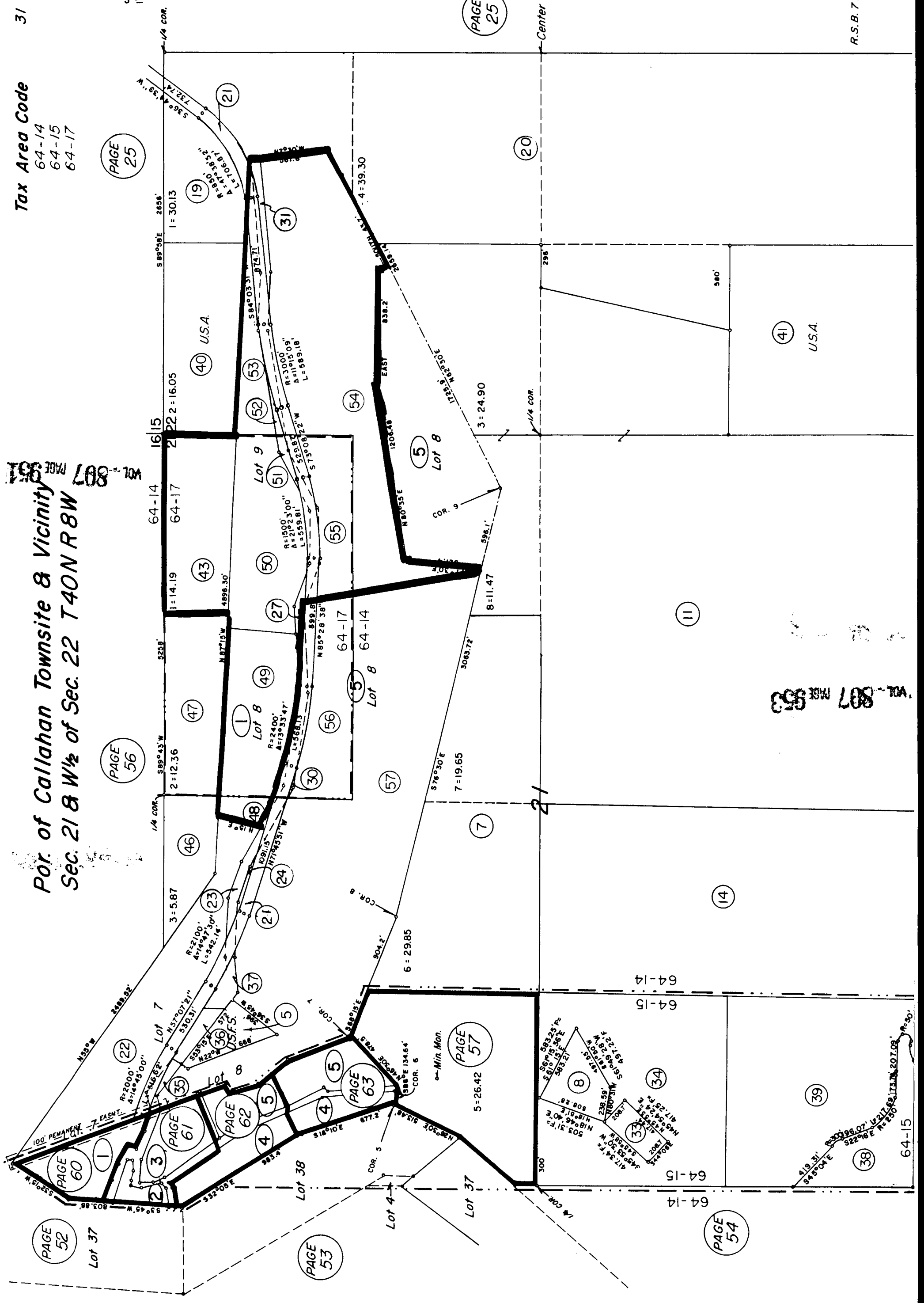
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Tax Area Code
64-14
64-15
64-17

Por. of Callahan Townsite & Vicinity
Sec. 21 & W 1/2 of Sec. 22 T40N R8W

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1" = 600'



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Exhibit F

Tax Area Code
64-14

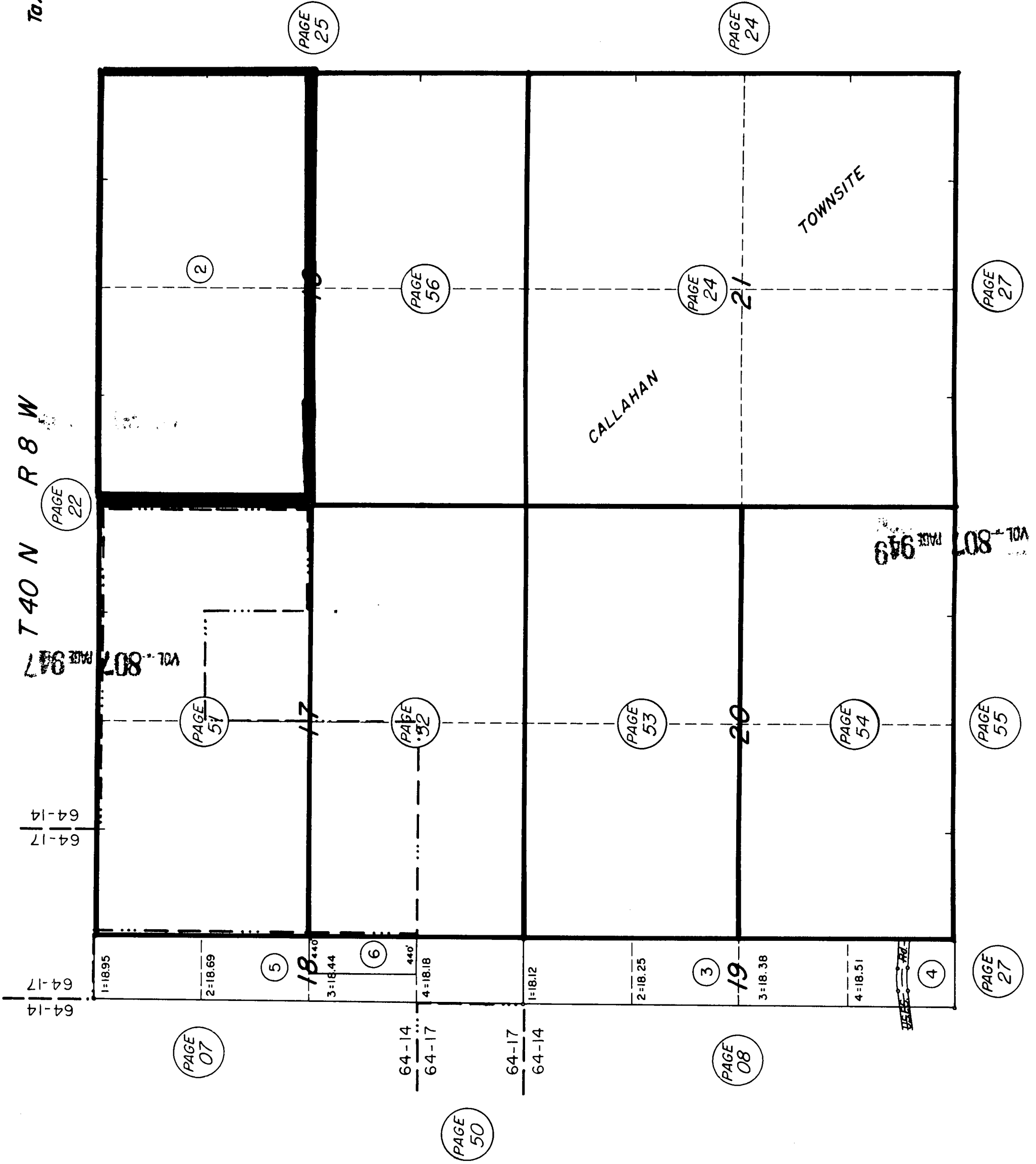
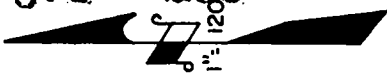


Exhibit F

T 40 N R 8 W

BOOK 23

64-14
64-15

Tax Area Code
64-14
64-15

31-21

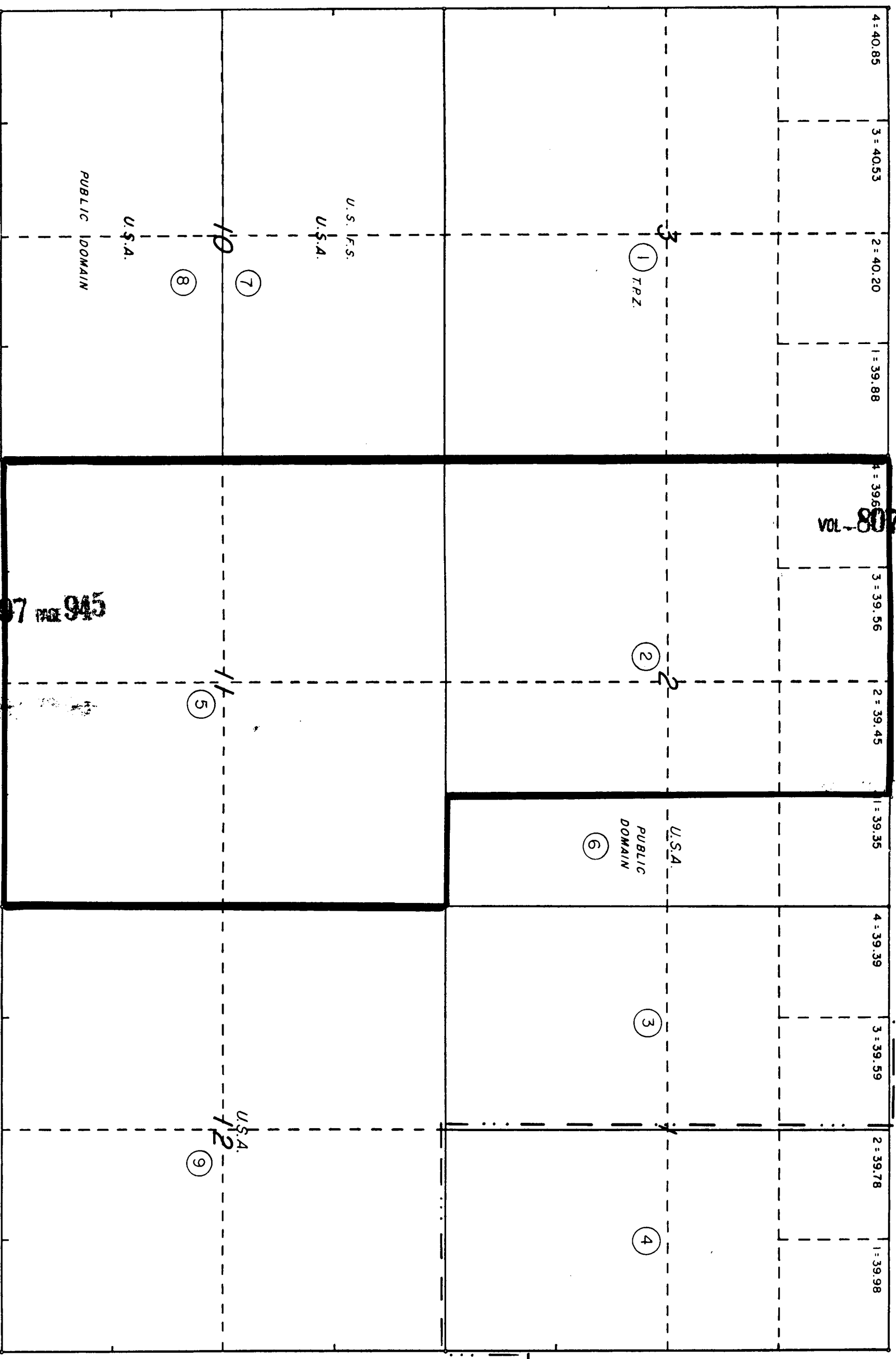
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Exhibit F



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Assessor's Map
County of Siskiyou, California

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Tax Area Code
64-02
64-14
64-09

T 41 N R 8 W

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64-14

23-41

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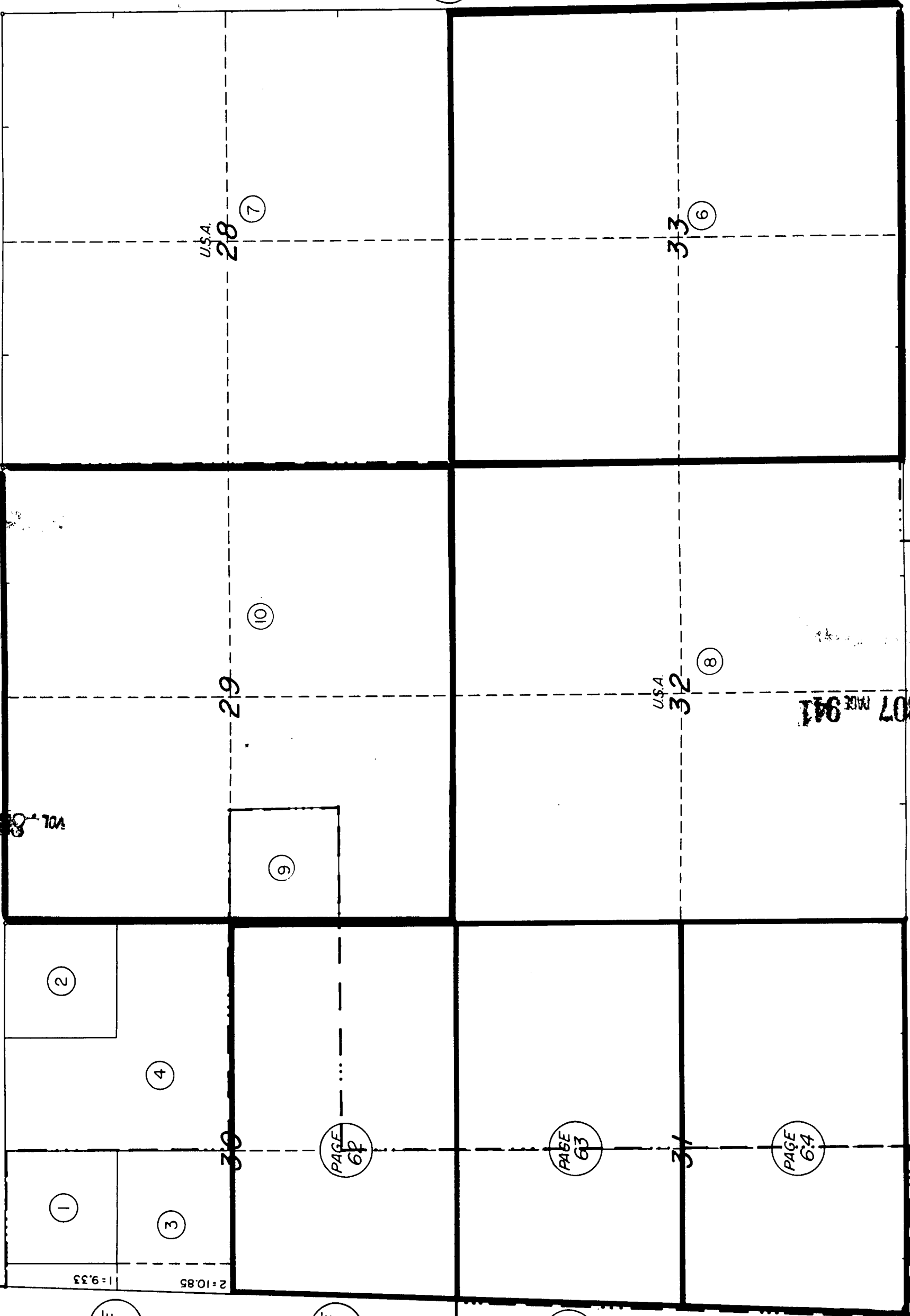
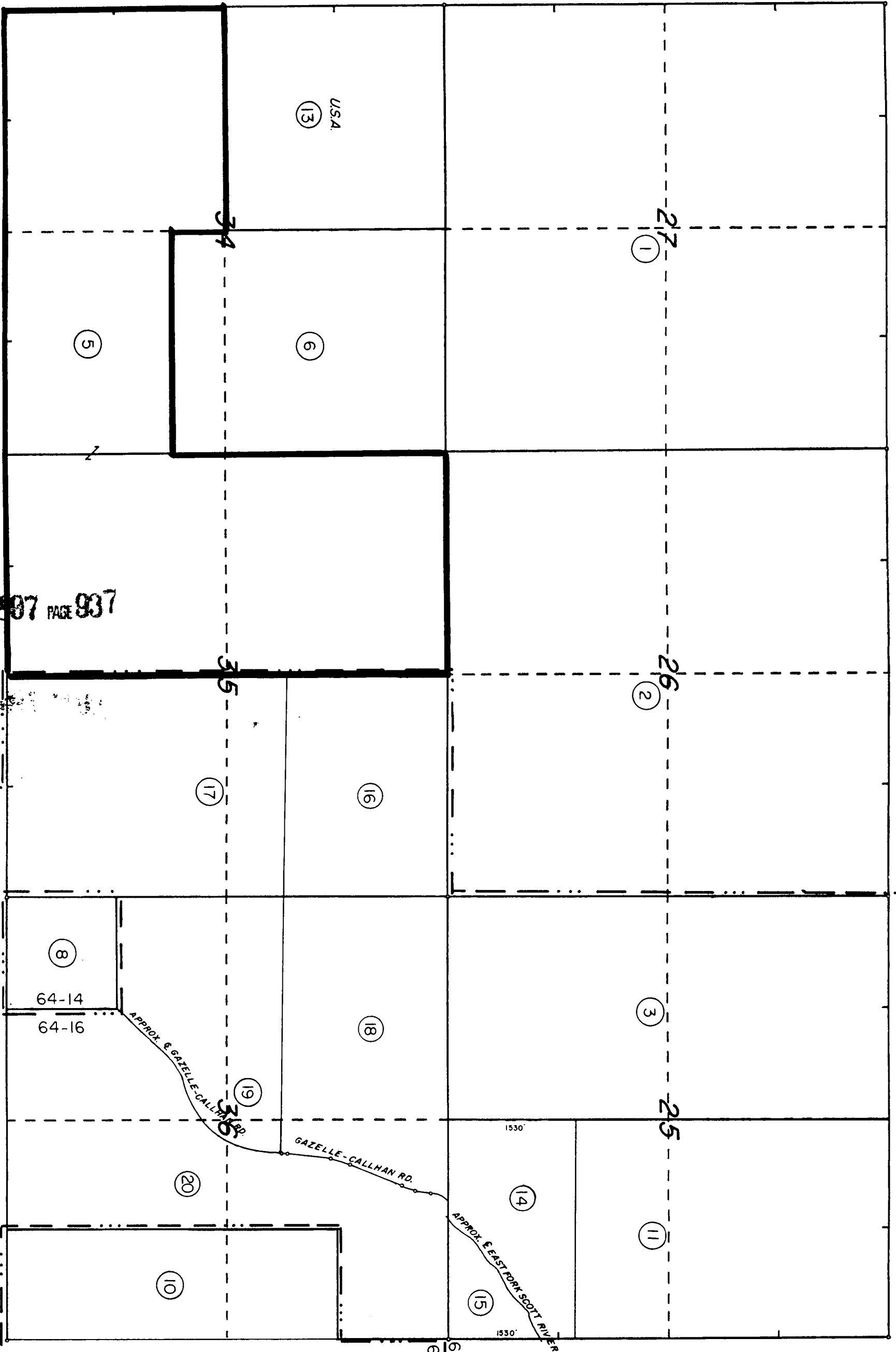
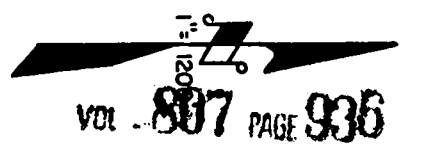


Exhibit F



64-02
69-04

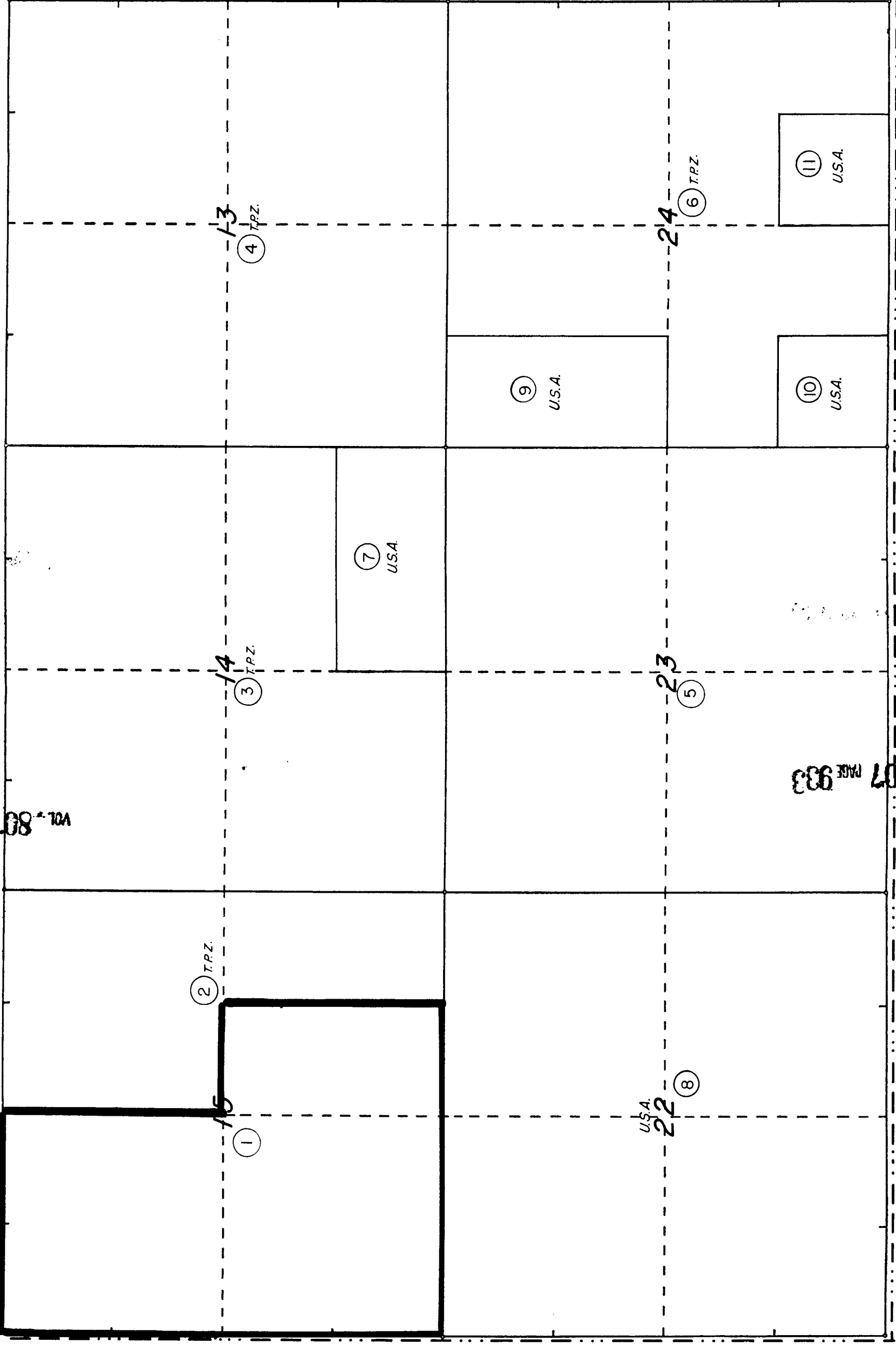
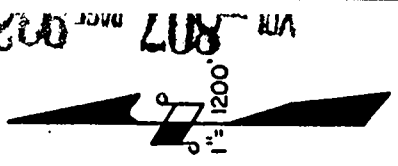
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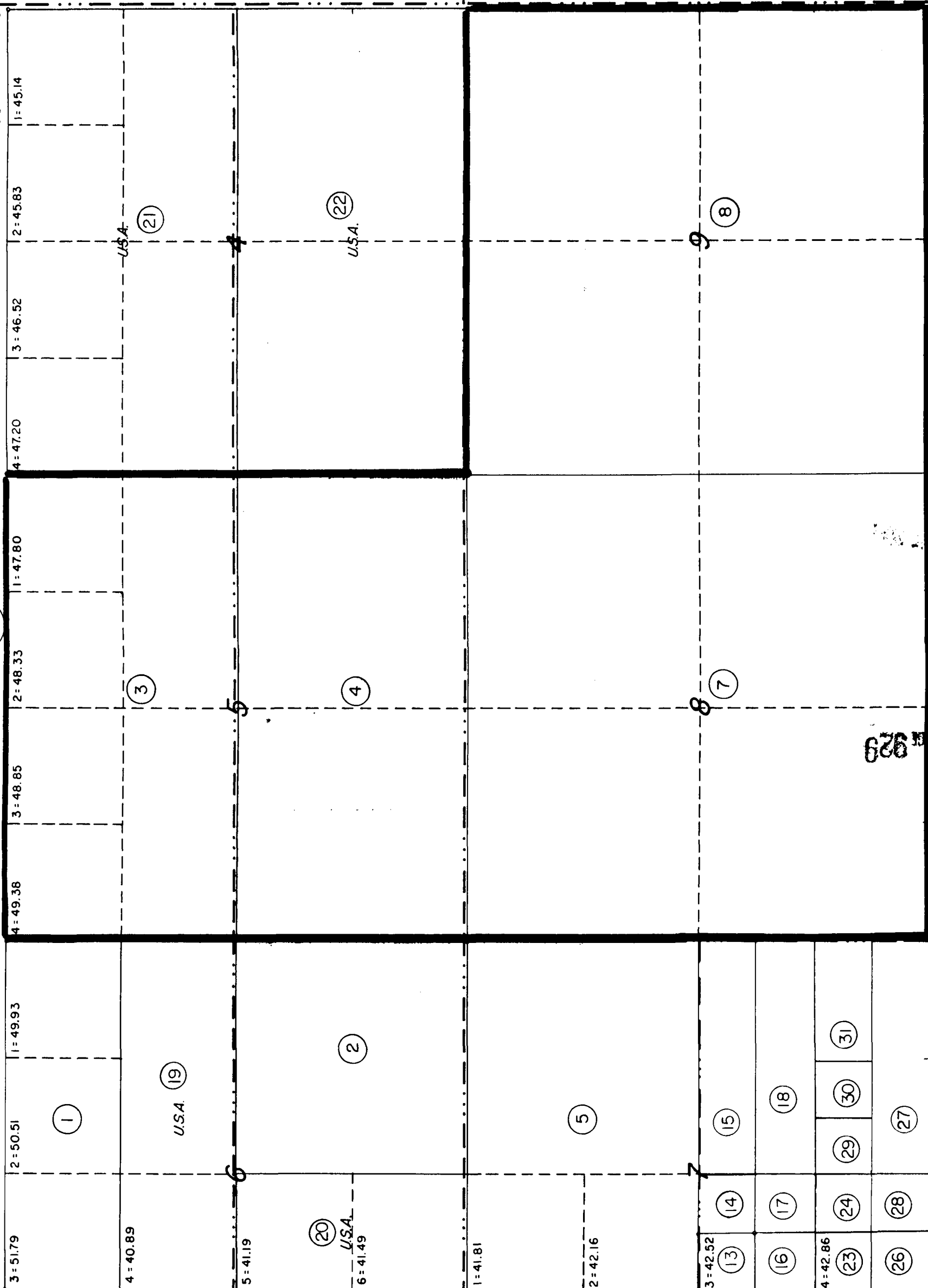
PAGE 32

Assessor's Map
County of Siskiyou, California

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3 = 51.79 2 = 50.51 1 = 49.93 4 = 49.36 3 = 48.85 2 = 48.33 1 = 47.80 4 = 47.20 3 = 46.52 2 = 45.83 1 = 45.14

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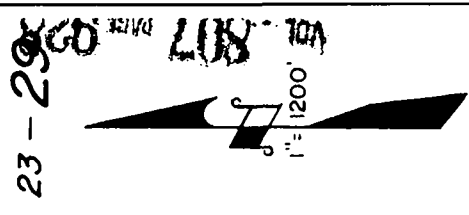


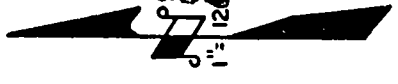
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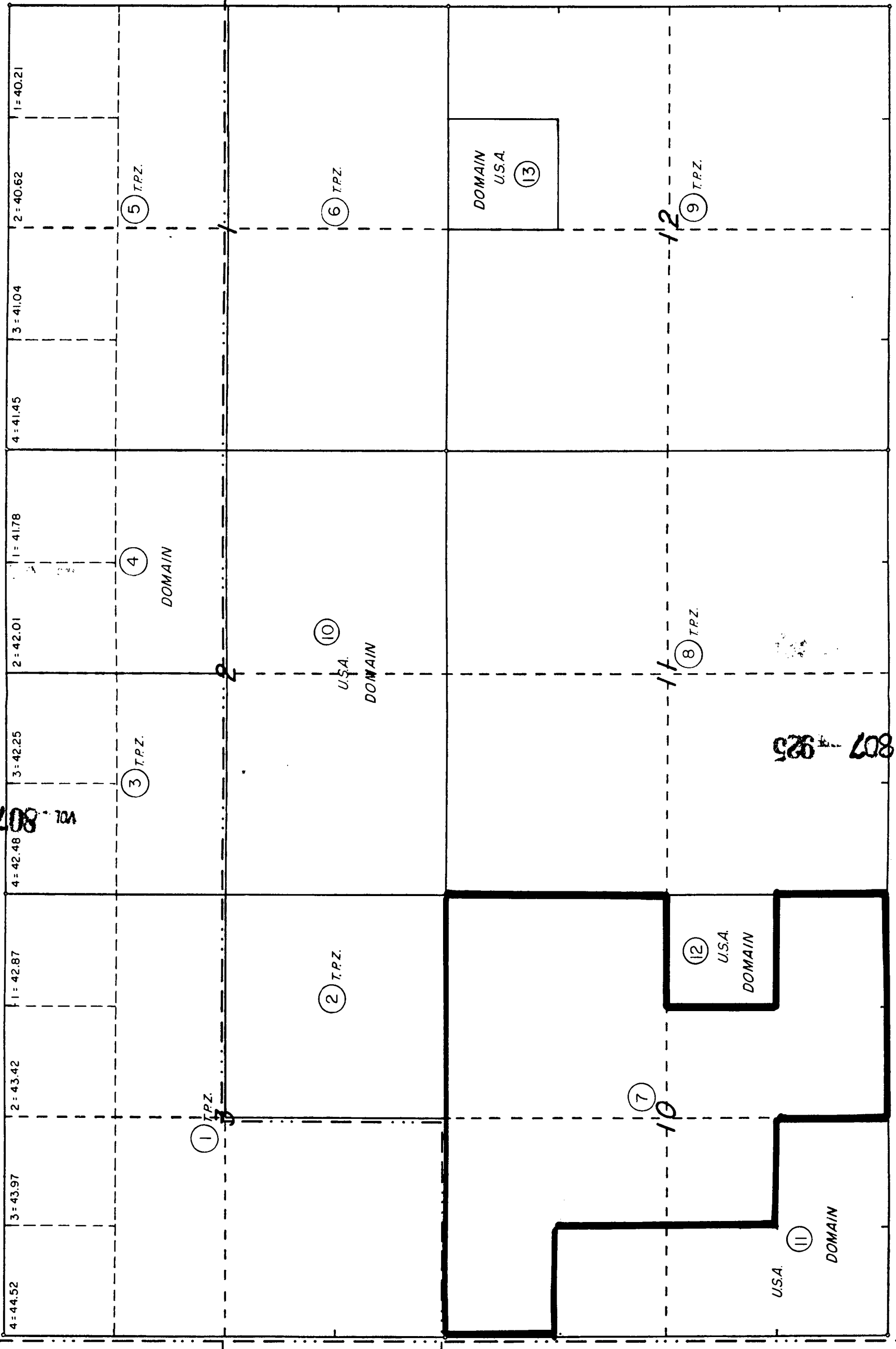
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Assessor's Map
County of Siskiyou, California

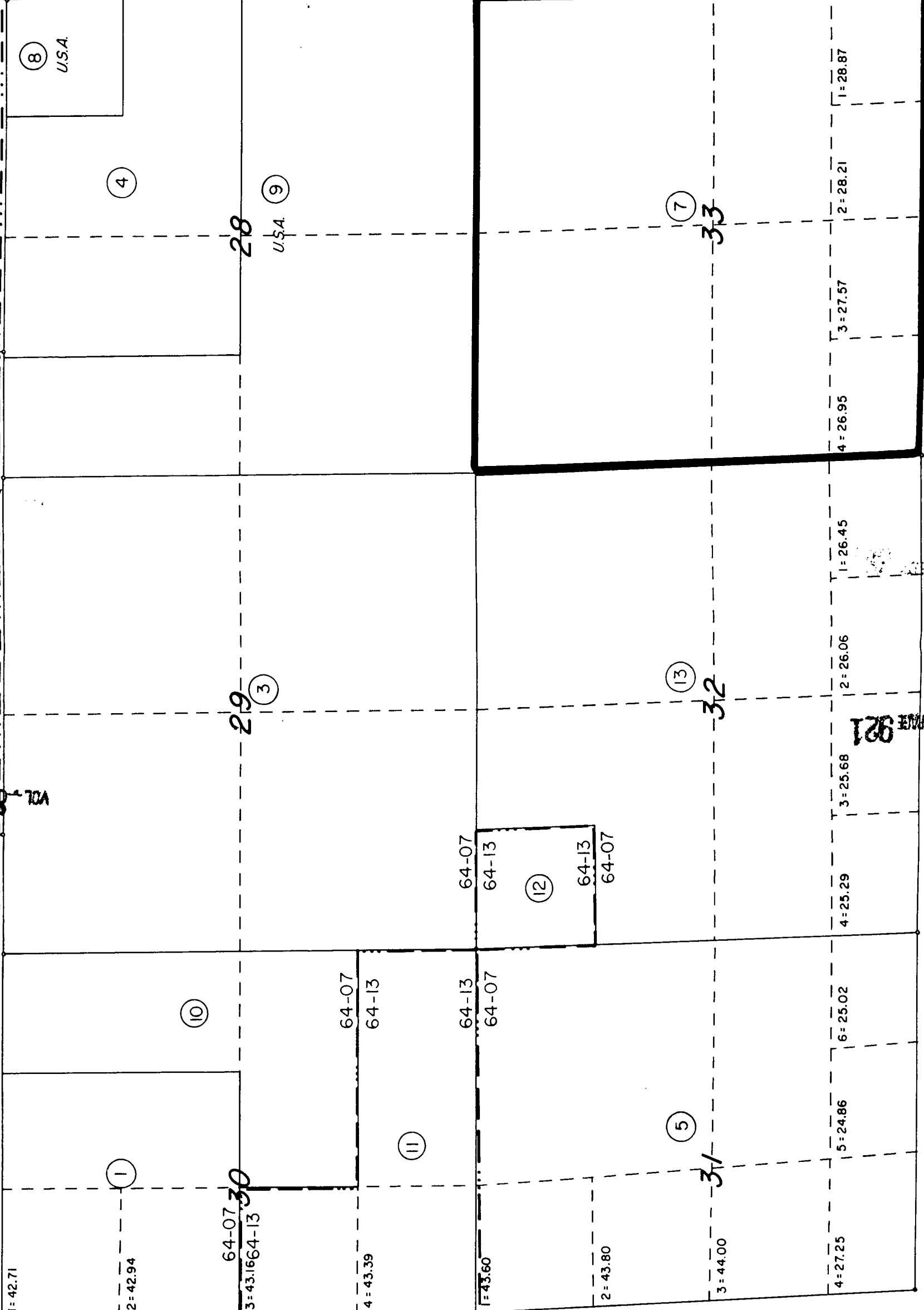
Exhibit F

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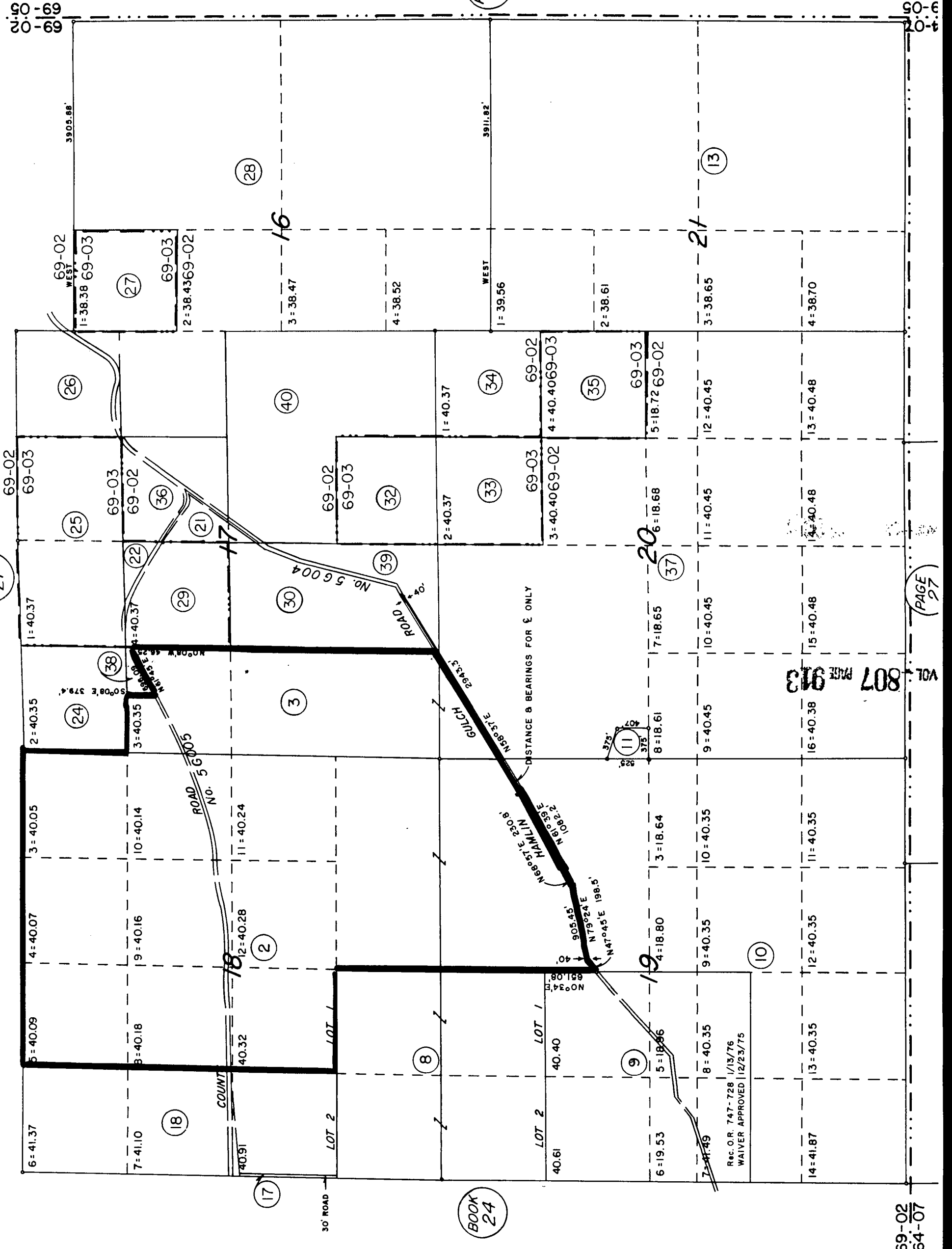
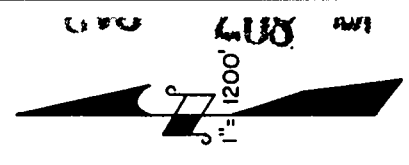
23-27
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1" = 1200'

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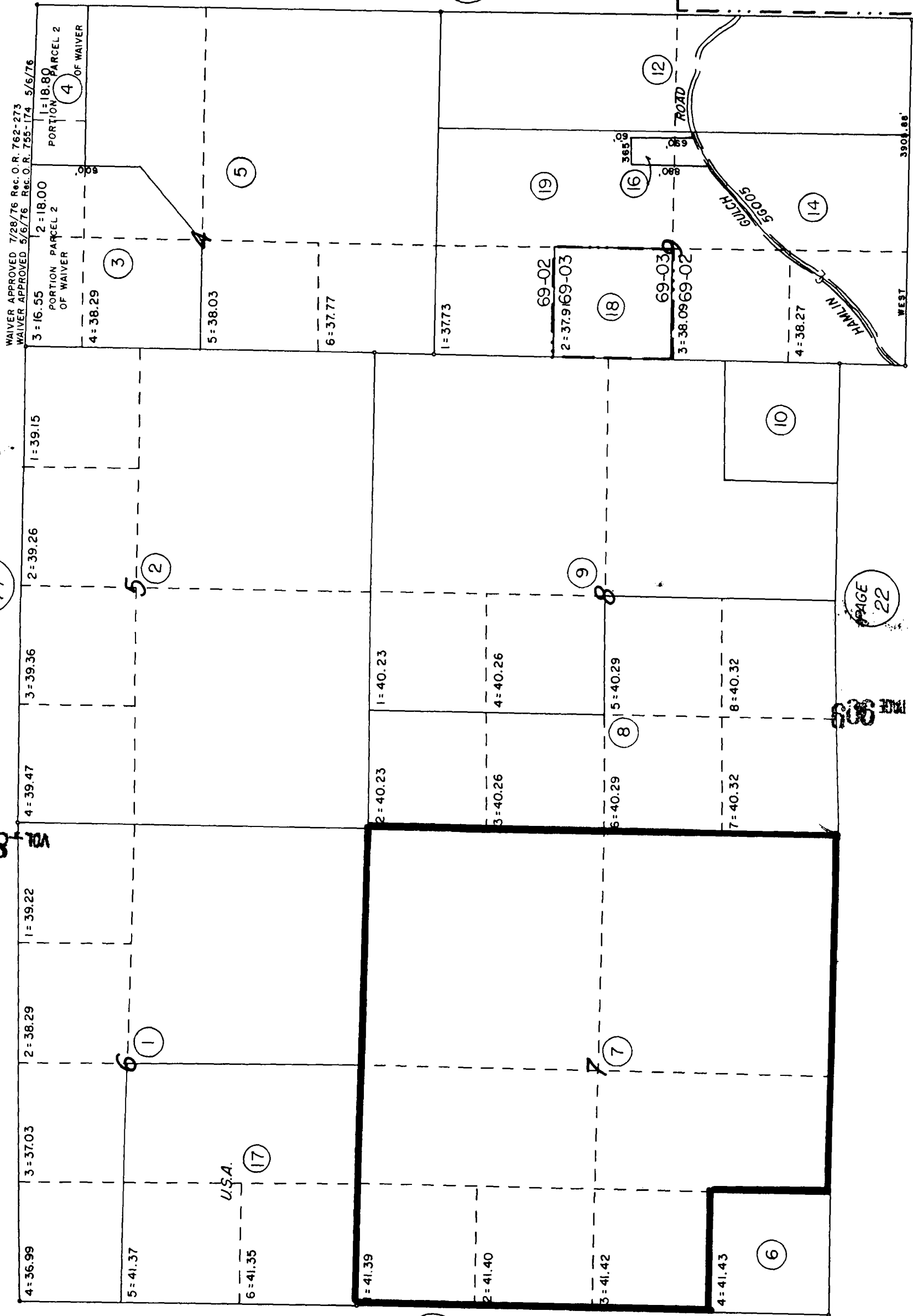
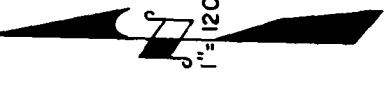
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BOOK 14



WAIVER APPROVED 7/28/76 REC. O.R. 762-273
 WAIVER APPROVED 5/6/76 REC. O.R. 755-174 5/6/76
 3 = 16.55
 PORTION PARCEL 2
 OF WAIVER
 4 = 38.29
 1 = 18.80
 PORTION PARCEL 2
 OF WAIVER
 4

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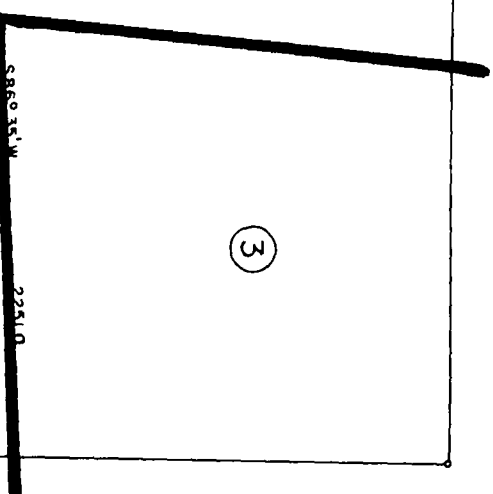
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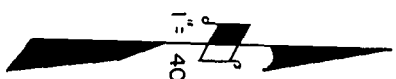
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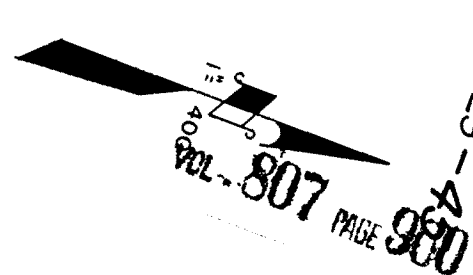
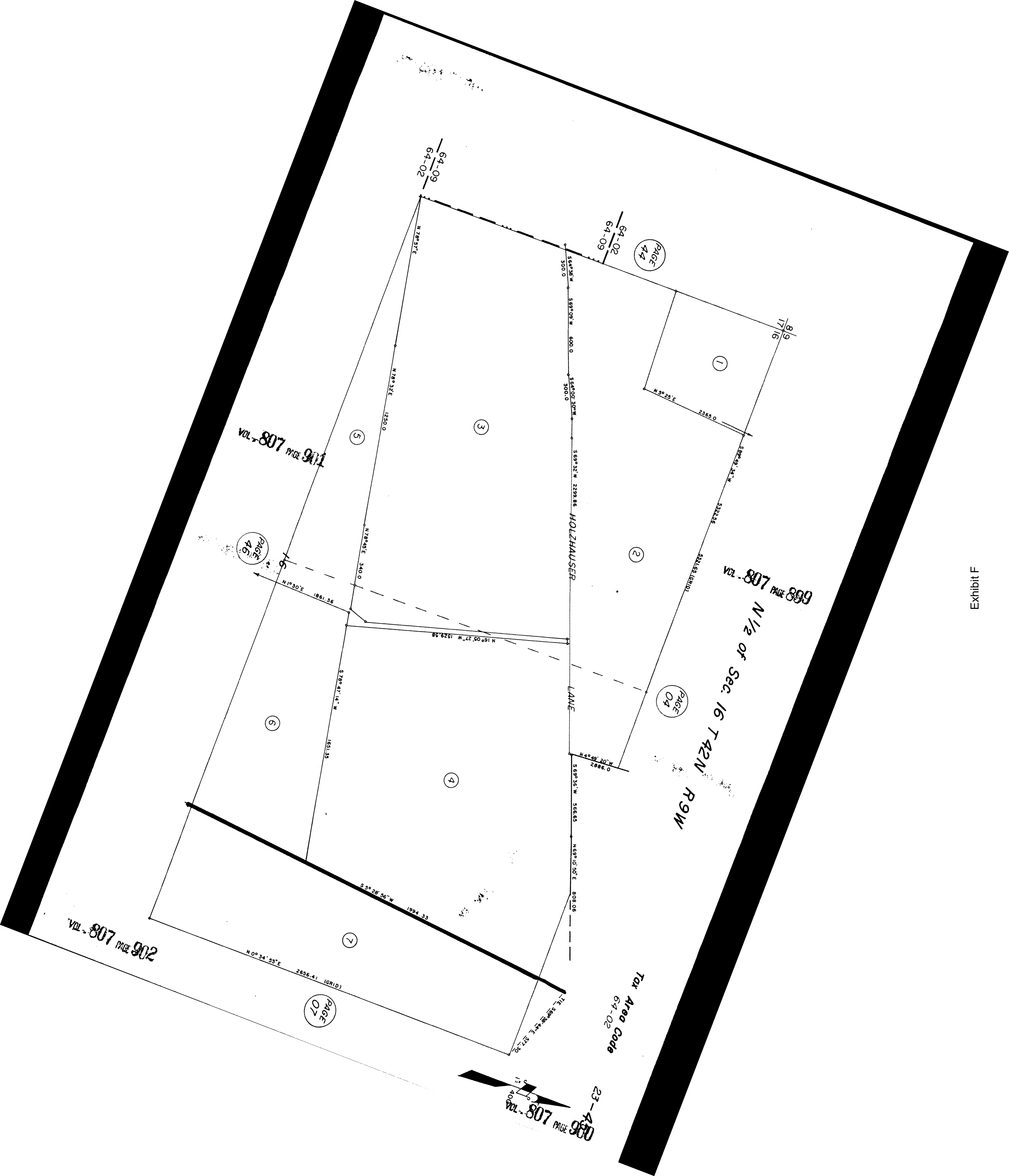
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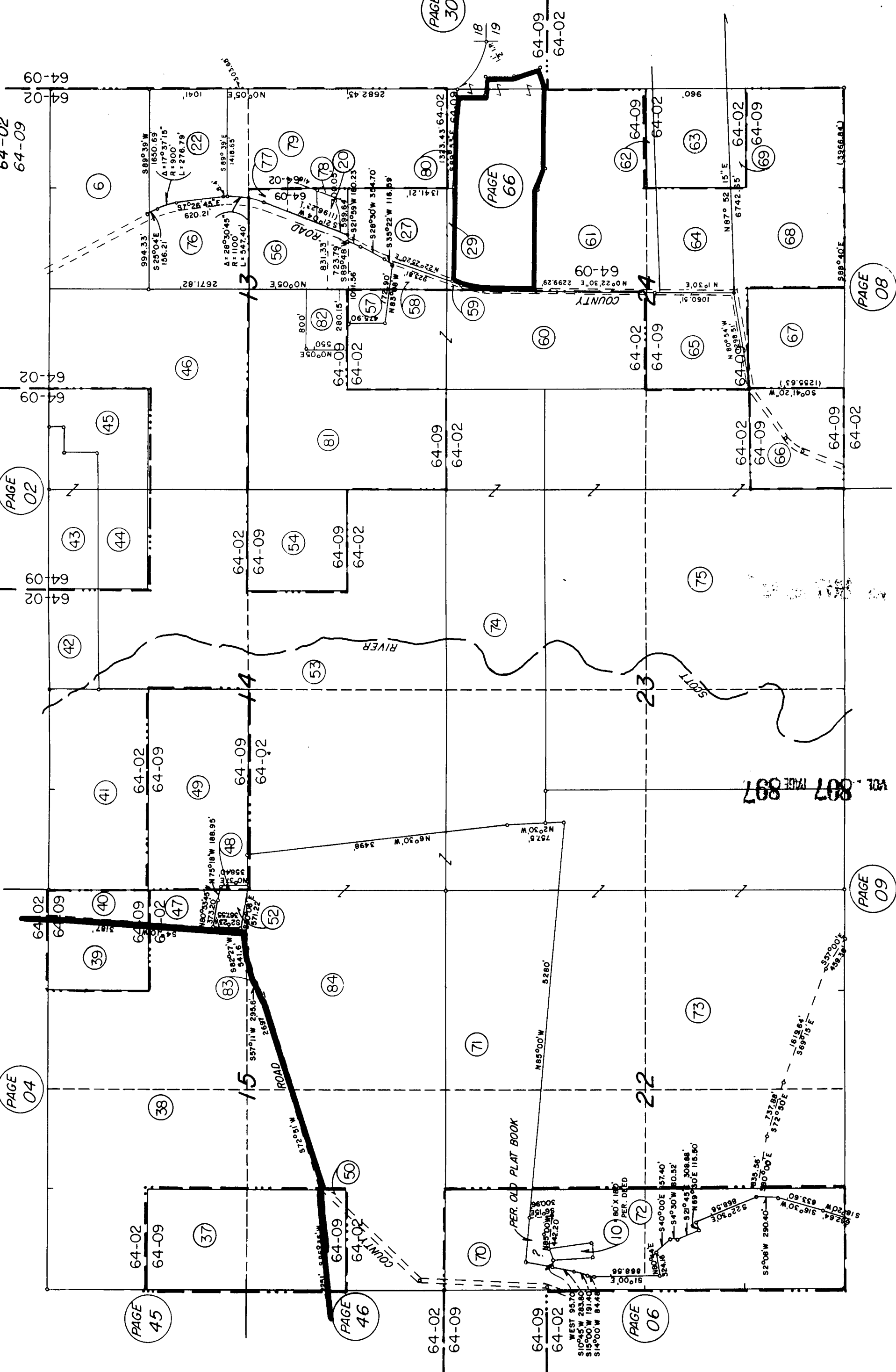
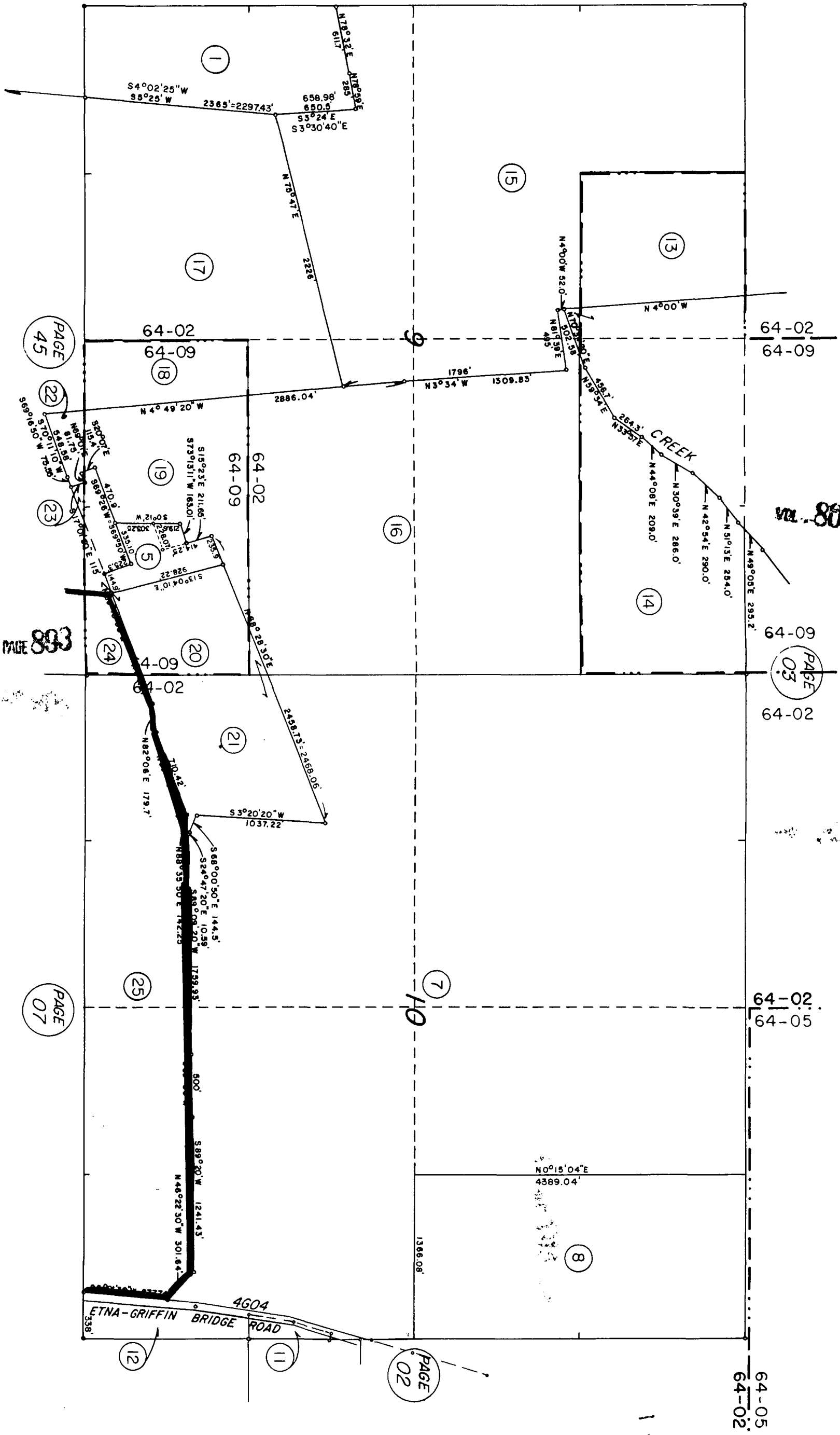


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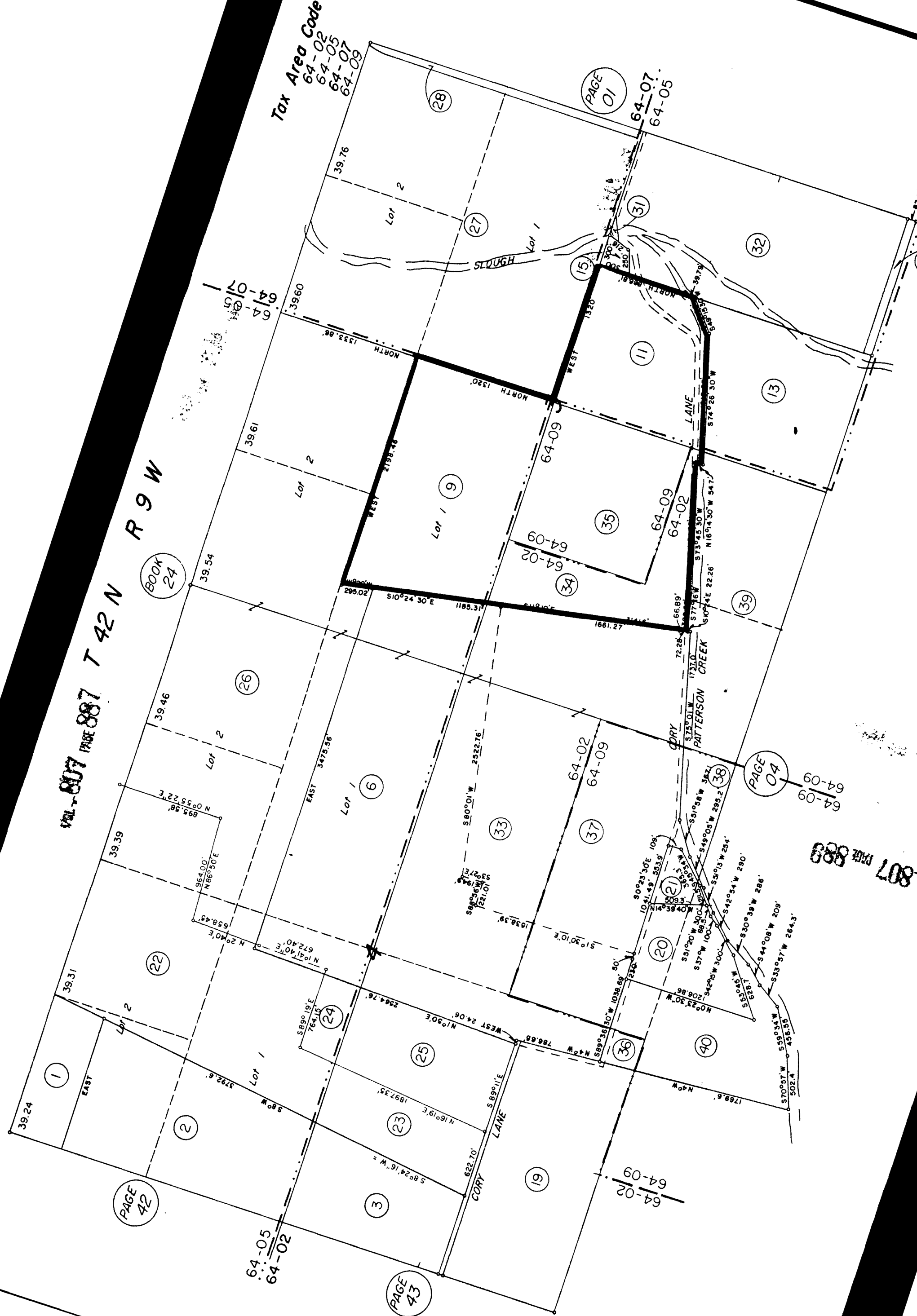
23-04

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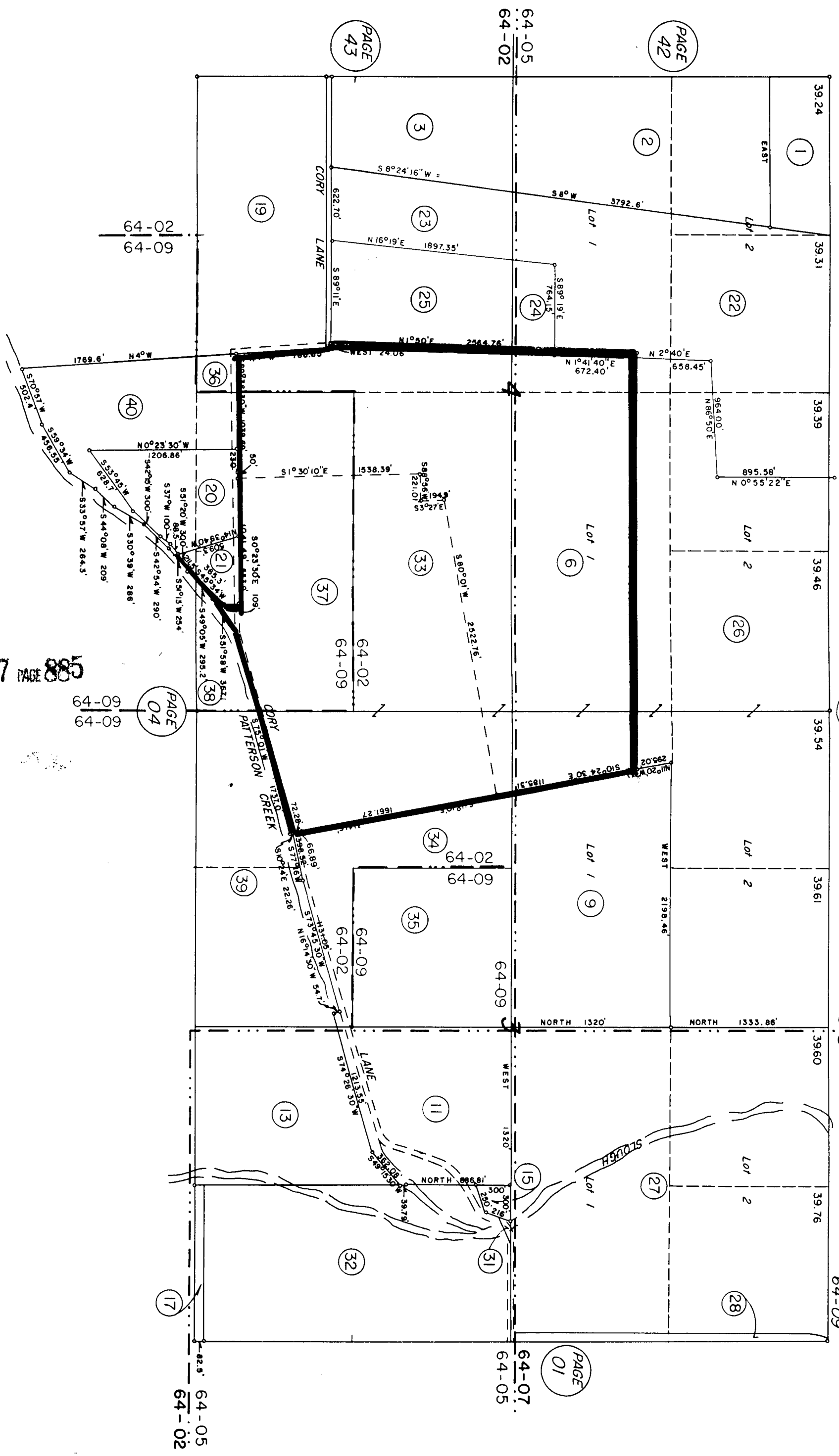
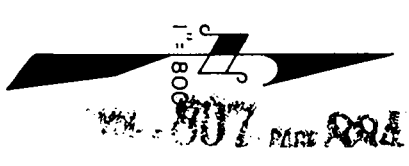


Exhibit F



AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Nerva M. and Gladys Hayden ADDRESS Star Route, Etna, Calif. 96027

PARCEL NUMBERS See Exhibit "A"

HOW LONG HAVE YOU OWNED THIS LAND? 20 plus years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 8200 Carrying capacity 400

Irrigated pasture acreage 1121.44 Carrying capacity 200

Dry farming acreage 1300 Crops grown Alfalfa Production per acre 2 ton

Field crop acreage -0- Crops grown -0- Production per acre -0-

Row crop acreage -0- Crops grown -0- Production per acre -0-

Grazing AUM -0- Term -0- Fees paid -0-

Other acreage -0- Type -0- Production per acre -0-

OTHER INCOME:

Hunting rights \$ -0- per year -0- acres -0- Fishing Rights \$ -0- per year -0-

Other recreational rights \$ -0- per year type Mineral rights \$ -0-

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres

Rental fee per acre Use of land

Terms of lease Lease termination date

Share cropped with others: Crop % to owner Acres

LAND LEASED TO OTHERS:

Name and address of lessee None

No. of acres Rental fee per acre Use of land

Terms of lease Lease termination date

Share cropped to others: Crop % to owner Acres

List expenses paid by land owner

REMARKS ON INCOME, ETC.:

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

Signed Nerva M. Hayden & Gladys Hayden Date Sept. 14/77

please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

RESOLUTION APPROVING NEW AGRICULTURAL
PRESERVE CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION
NO. 39 , BOOK 8, ADOPTED
FEBRUARY 14, 1978

WHEREAS, the County of Siskiyou has established
certain Agricultural Preserves within the County of
Siskiyou; and,

WHEREAS, the procedural requirements for establish-
ment of said preserves as required by the Land Conservation
Act of 1965, as amended, have been followed,

NOW, THEREFORE, BE IT RESOLVED, that the County
of Siskiyou does hereby enter into Agricultural Preserve
Contracts (Williamson Contracts) with the following landowners
in the established Agricultural Preserves, said Agricultural
Preserves having been established by Resolution No. 39 ,
Book 8 , adopted on February 14, , 1978, and the Chairman
of the Siskiyou County Board of Supervisors is authorized to
sign said contracts on behalf of the County of Siskiyou, and
the Clerk is directed to record said contracts prior to March
1, 1978.


BE IT FURTHER RESOLVED, that all Agricultural
Preserve Contracts, as hereinabove approved by the Board of
Supervisors, are hereby described in Exhibit "A" attached
hereto and made a part hereof.

PASSED AND ADOPTED this 14th day of February ,
1978, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

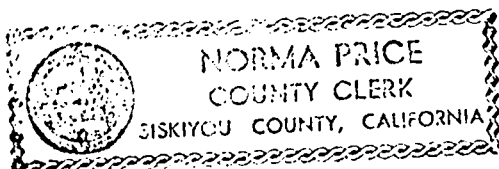
ABSENT: None.


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

BY 
Deputy



RESOLUTIONS	
NO.	<u>40</u>
BOOK	<u>8</u>

EXHIBIT "A"

ROSS PARK HOMES, INC. 2510 Stevens Creek Blvd. San Jose, California 95128	20-040-080 20-050-020
BOOS, Paul N. and Margaret Star Route Montague, California 96064	4-060-150 4-060-250 4-070-080 4-070-110 4-070-130 4-070-170 4-070-190
BORTALAZZO, Victor & Ruth P.O. Box 104 Grenada, California	12-26-201 12-27-151 12-27-221
BRAY, Eugene W. & Patricia C. Rt. 1 Box 638 Montague, California 96064	13-250-500
BURTON, Edward S. & Emma S. Rt. 1 Box 60 Ft. Jones, Ca. 96032	15-410-320 15-560-010 15-590-210 15-560-100 15-560-110 15-570-070
BUSCOMBE, William H. P.O. Box 5 Gazelle, California 96034	22-220-200 22-250-310
CAVENER, Mary D. Star Rt. Box 22 Macdoel, California	3-130-180
CLEMENT, Paul & Edward H. Rt. 1 Box 631 Montague, California	13-250-430 13-260-230 13-260-390 13-260-410 13-260-050
CLEMENT, Paul & Edward & Albert Rt. 1 Box 631 Montague, California	13-260-140 13-260-150 13-260-360 13-260-380

COOK, Cyril H. & June M. Rt. 1 Box 610 Montague, California 96064	5-120-200 5-120-440 5-130-080 5-130-100	
EVANS, Gail & Joan G. Rt. 1 Box 58 Ft. Jones, California 96032	24-110-490	
FIOCK, Everette C. Box 395 Yreka, California 96097	13-100-030 13-110-200 13-110-210 13-120-120	
FIOCK, Henry E. (Estate) c/o Everette C. Fiock & Mrs. Henry E. Fiock Box 395 Yreka, California 96097	13-260-080 13-260-120 13-260-190 13-260-330 13-260-350 13-280-250	13-280-310 13-280-330 13-310-020 13-310-050 13-310-060
FLACK, Virgil L. & Barbara Jane P.O. Box 728 464 Bel Air Drive Weed, California 96094	22-400-010	
FRANKLIN, Jesse & Bertha Box 44 Grenada, California 96038	12-130-010	
GOODE, Dale & Juanita S. Goode Route 1 Box 55 Klamath Falls, Oregon 97601	3-410-460 3-410-690 3-410-700 3-410-490 3-440-290	3-440-300 3-440-330 3-440-340 3-440-180 3-420-200
HAGEDORN, Harvey Rt. 1 Box 619 Montague, California 96064	5-37-1 5-37-8 5-36-3	
HAYDEN, Frank J. Star Route Etna, California 96027	23-290-020 23-290-050 31-240-110	
HAYDEN, Nerva M. & Gladys Star Route Etna, California 96027	23-030-060 23-030-330 23-030-370 23-030-090 23-030-110 23-030-340 23-030-350 23-040-240 23-040-250 23-070-370 23-070-380 23-070-390 23-450-070 23-460-030 23-210-070 23-220-030 23-220-020 23-260-050 23-270-070 23-280-070 23-290-040 23-290-070 23-290-080 23-290-030 23-310-010	23-400-050 23-410-090 23-410-100 23-410-060 31-210-020 31-210-050 31-230-020 31-240-270 31-240-310 31-240-430 31-240-480 31-240-490 31-240-500 31-240-510 31-240-520 31-240-530 31-240-540 31-240-550 31-250-020 31-250-040 31-250-200 31-250-330 31-250-340 31-560-030

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HOWIE, Jean S. Rt. 1 Box 780 Yreka, California	12-080-070 12-080-090 12-090-020 12-090-050 12-090-090 12-090-110 12-100-020 12-100-050 12-110-010 12-110-020 12-290-010 12-100-070	12-290-020 12-300-010 12-330-030 12-330-040 12-340-020 12-350-010 12-350-020 12-360-030 12-390-030 14-330-060 22-390-040 12-380-040
HUFFORD, Kenneth J. & Barbara A. Rt. 1 Box 548 Montague, California 96064	13-330-110 13-360-010	
ITEN, Carl J. & Velma M. P.O. Box 63 Grenada, California 96034	12-150-040 12-180-020	12-190-080 12-140-120
JOHNSON, George R. Rt. 1 Box 102 Montague, California 96064	12-510-030	
LAIRD, Robert M. & Alice J. 132 Belhaven Drive Los Gatos, California 95030	002-270-030 002-270-050 002-290-040 2-400-010 2-330-080	
MAYES, James W. & Mary Anne P.O. Box 255 Dorris, California 96023	2-080-150	
MONCHAMP CORPORATION Clifford Monchamp Rt. 1 Box 639 Montague, California 96064	13-330-080 13-330-180 13-330-220 13-340-140	
MCCRACKEN, J.H. & Marjorie P.O. Box 100 Gazelle, California 96034	22-300-030 22-300-040 22-300-070	
OXLEY, Bruce & Carol Star Route Etna, California 96027	23-140-240 23-140-070 23-560-100 23-570-190 23-570-200 23-560-090	
PARSONS, Lewis W. ROBISON, Carroll P.O. Box 99 Macdoel, California 96058	2-330-110 2-340-170 10-130-200 10-130-180	
RAZO, Mary S. OLIVOLO, John & Laura Jean Rt. 1 Box 613 Montague, California 96064	5-120-190 5-130-090	
ROOT, Mark T. & Beth L. P.O. Box 28 Grenada, California 96038	12-160-030 12-030-040	

Exhibit F

SELLSTROM, Thora c/o Thora Leoni P.O. Box 738 Yreka, California 96097	13-470-200
SELLSTROM, Maurine Rt. 1 Box 458 Montague, California 96064	13-420-070
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-281
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-211
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-181
STEWART, Malcolm D. & Susan P.O. Box 90 Grenada, California 96038	12-180-030 12-190-100 12-170-060
STORY, Eva Box 442 Antioch, California 94509	28-310-040
Notices also to:	
Ed McCoach 2914 Shasta View Drive Redding, Ca. 96001	
SWENSON, Vernon L. & Leora Rt. 1 Box 197 Mt. Shasta, California 96067	29-120-270 29-120-280 29-120-290
WALKER, Robert Z. & Carolyn H. MAVIS, Geoffrey O. & Laurie Y. 1888 Century Park East, Suite 800 Los Angeles, California 90067	5-090-560 5-080-120 4-100-060
WHITSETT, Frank & Mildred E. 1200 Maple Street Yreka, California 96097	22-240-010 22-440-010 22-450-020 22-460-010 22-480-060 22-480-210
YORK, Dorman R. & Marita E. Rt. 1 Box 606 Montague, California 96064	5-130-120 5-130-060 5-120-150 5-160-020 5-370-100 5-380-150 5-160-391 5-160-401
YOUNG, Gladys T. Rural Route 1 Box 562 Etna, California 96027	23-030-260 23-030-240 23-030-250
JACKSON, John S. & Patricia J. Rt. 1, Box 640 Montague, CA 96064	13-330-010