

Staff Report

Submission Date: September 30, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Proposed Blaire Smith & Sons / Soule APA-24-03, 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 Lower Little Shasta Road and Soule Lane, East of the city of Montague on APNs 039-120-200 and 039-120-220; T45N, R5W, S 26, MDB&M.

Exhibits:

- A.** Location Map
- B.** Zoning Map
- C.** Boundary Line Adjustment Map
- D.** NRCS Soils Data and Map
- E.** Williamson Act Amendment Questionnaires
 - E-1. Blaire Smith & Sons
 - E-2. Soule
- F.** Existing Contract and Establishment of Agricultural Preserve
 - F-1. Contract 79003
 - F-2. Contract 73034

Background and Discussion

The property owners have submitted an application, which proposes to transfer approximately 18 acres from one parcel to another, each parcel being under separate ownership, through Boundary Line Adjustment (see Exhibit C). Each parcel is encumbered by a different Williamson Act Contract, which requires a Williamson Act Contract Amendment.

In order to complete the boundary line adjustment, we must first address the Williamson Act Contracts and Agricultural Preserve by amending the existing contracts and preserves to reflect the newly established property boundaries by rescinded the subject property from the existing contracts and preserve and issue a new contract for each parcel and create a corresponding preserve.

The project does not propose to increase or decrease the number of acres currently in Agricultural Preserve.

Parcel Creation

- APN 039-120-200 is 100-acre parcel as PAR A of Boundary Line Adjustment, which was filed for record on in the Siskiyou County Recorder's Office on July 27, 2000, as Document No. 2000-0008459.
- APN 039-120-220 is 58.8-acre parcel as PAR A of Boundary Line Adjustment, which was filed for record on in the Siskiyou County Recorder's Office on July 27, 2000, as Document No. 2000-0008459.

Parcel History

Williamson Act Contract

- The subject property owned by Blaire Smith & Sons, approximately 100 acres, is encumbered by Williamson Act Contract as originally recorded on February 7, 1979, in Volume 846 at Page 577 of Siskiyou County Records and later amended on 7/26/2000, as Document No. 2000-0008394. The contract is also identified as Assessor’s Contract No. 79003 and Clerk’s Record No. 366.
- The subject property owned by the Soule’s, approximately 58.8, is encumbered by Williamson Act Contract as recorded on February 25, 1974, in Book 705, page 19, Siskiyou County Records. The contract is also identified as Assessor’s Contract No. 73034 and Clerk’s Record No. 229. A minor amendment to this contract was recorded on July 26, 2000, as Document No. 2000-0008395, which transferred approximately 58.5 acres from this contract to another already established contract, Contract No. 79003.

Agricultural Preserves

- The subject property is within an Agricultural Preserve which was established by Board Resolution No. 356, Book 5.

Analysis

Agricultural Preserve Requirements

Even though the proposal is to transfer approximately 18 acres between two parcels, both of which are in the same existing Agricultural Preserve, the Agricultural Preserves will need to be amended to remove the subject property and create a new preserve consisting only of the subject property, as the existing preserve does not meet current standards.

Property under the existing preserve is not contiguous and not owned in common.

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.

This project consists of two separate parcels. Together, they exceed the minimum at 158.8 acres total.

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 III and V irrigated soil and contains approximately 73.7-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>
193	125.8	III	2:1	62.9
153	17	V	6:1	2.8
189	16	III	2:1	8
	87			73.7

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), Non-Prime Agricultural (AG-2) and Rural Residential Agricultural, as shown on the zoning map (Exhibit B).

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 Blaire Smith & Sons parcel exceeds the minimum at 118 acres.

The resultant Soule parcel meets the minimum at 40 acres.

Agricultural Production Uses

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

The Blaire Smith & Sons property has been used for and continues to be used for Intensive Farming - hay production.

The Soule property has approximately 40 acres of irrigated land which has been used for and will continue to be used for Intensive Farming – hay production. Additionally, the property is used for livestock grazing.

Compatible Uses

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

Residential Uses

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

The Blaire Smith & Sons property has not been developed with residential uses.

The Soule parcel is developed with a single-family dwelling and improvements incidental to residential uses and 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 BLA2409.
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.
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 rescinding the Blaire Smith & Sons and Soule properties from the existing contracts and reissue a contract which reflects the new parcel boundary approved with the Boundary Line Adjustment for each ownership and a Resolution approving the removal of the subject property from the existing Agricultural Preserves and creates a new Preserve consisting of the subject property.

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 30, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



**Smith / Soule APA-24-03
Location Map**

Exhibit A

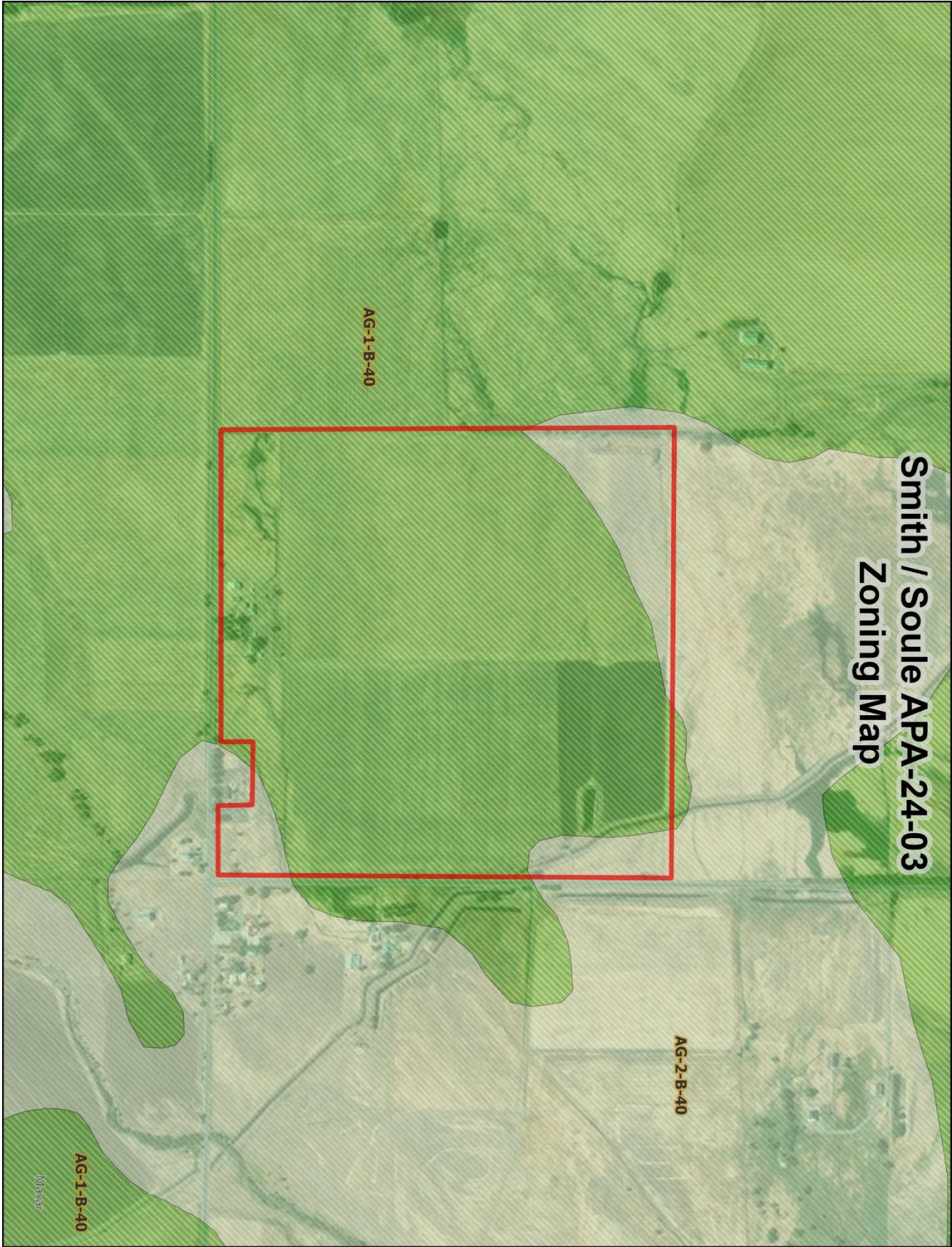


Exhibit B

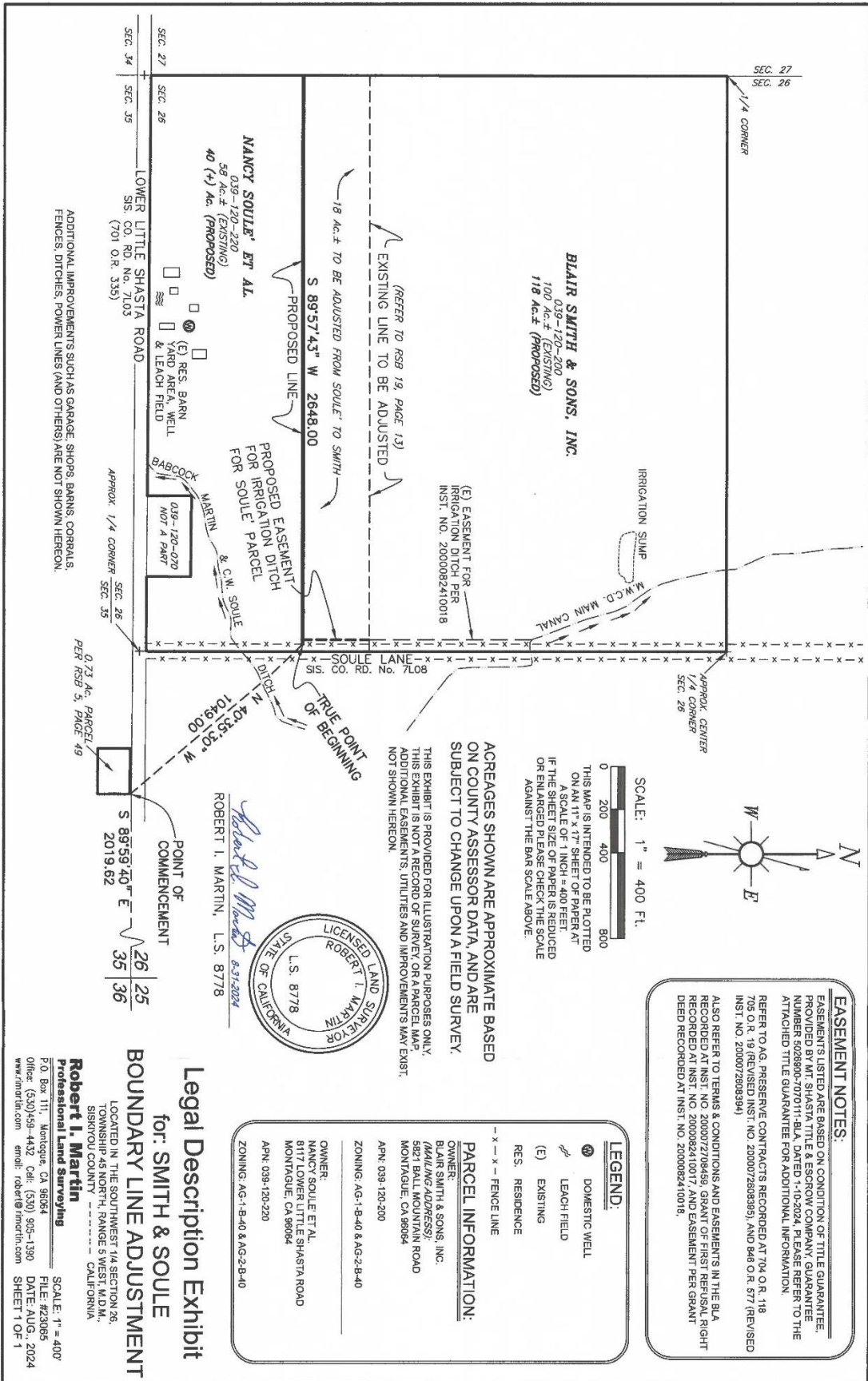
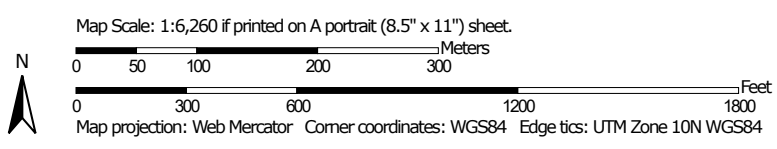
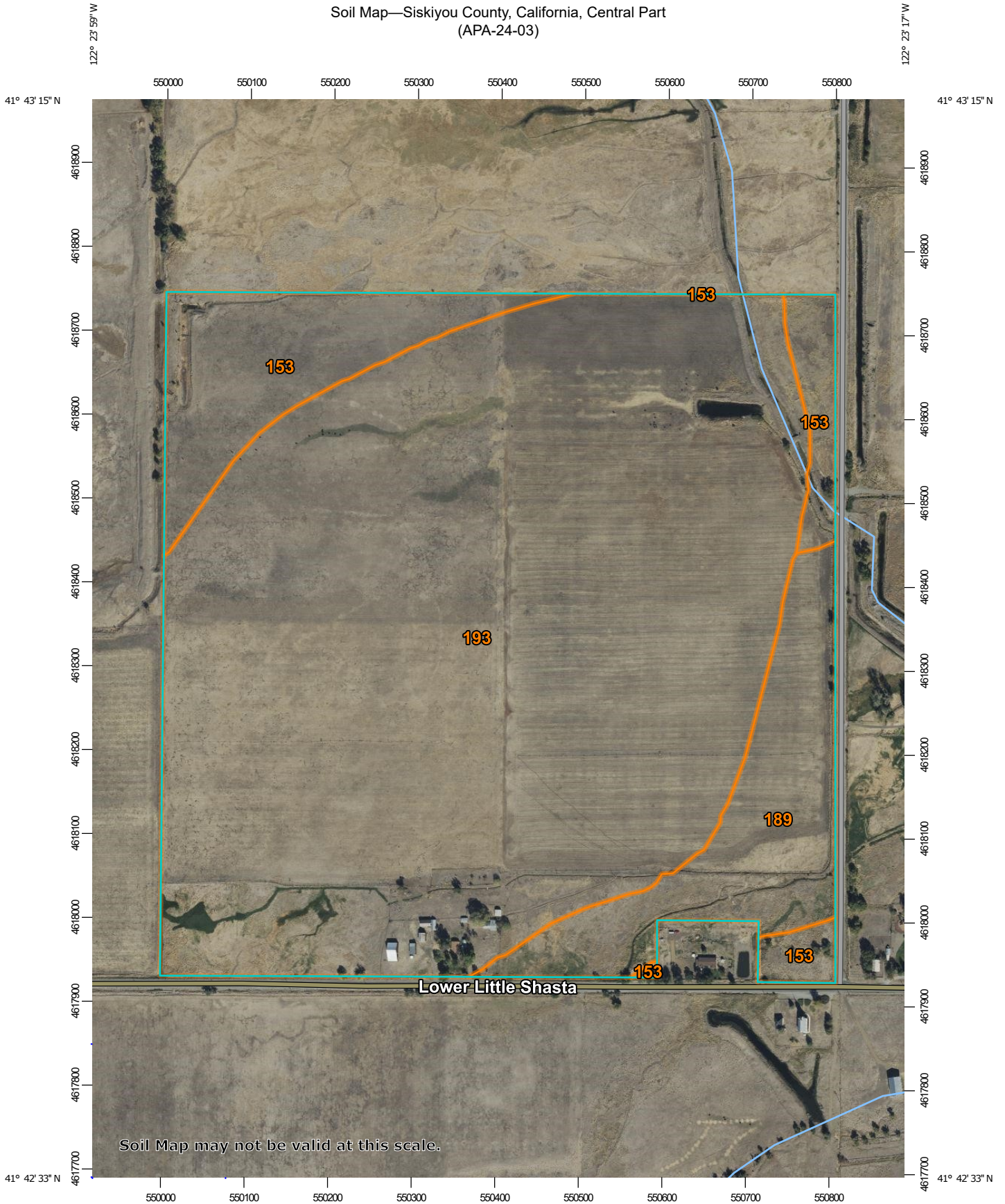

























Exhibit C

Soil Map—Siskiyou County, California, Central Part
(APA-24-03)



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
153	Gazelle silt loam	17.9	11.1%
189	Medford clay loam, cool, 0 to 2 percent slopes	16.2	10.1%
193	Montague clay, 2 to 9 percent slopes	126.6	78.8%
Totals for Area of Interest		160.7	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Blair Smith & Sons, Inc.

Address: 5821 Ball Mountain Road, Montague, CA 96064

Parcel Numbers: 039-120-200 (the purpose of this W.A. Contract Amendment is to facilitate a Boundary Line Adjustment currently in process, current APNs are likely to change)

How long have you owned this land? 100 acres - 24 years (additional 18 acres) will be owned after this BLA

Type of Agricultural Use:

Dry pasture acreage n/a

Irrigated pasture acreage 118 acres alfalfa/grain hay

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

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

Type of irrigation (pivot line, ditch, etc.) n/a

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

Other acreage n/a Type n/a Production per acre n/a

Other Income:

Hunting rights \$ n/a per year n/a acres

Fishing rights \$ n/a per year n/a acres

Other n/a rights \$ n/a per year n/a type n/a

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner n/a Number of acres n/a

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 2-26-24
By: Kieth Smith, President, Blair Smith & Sons, Inc.

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 _____

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Nancy Soule et al.

Address: 8117 Lower Little Shasta Road, Montague, CA 96064

Parcel Numbers: 039-120-220 (the purpose of this W.A. Contract Amendment is to facilitate a Boundary Line Adjustment currently in process, current APNs are likely to change)

How long have you owned this land? 50+ years

Type of Agricultural Use:

Dry pasture acreage n/a

Irrigated pasture acreage 40+ acres

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

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

Type of irrigation (pivot line, ditch, etc.) n/a

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

Other acreage n/a Type n/a Production per acre n/a

Other Income:

Hunting rights \$ n/a per year n/a acres

Fishing rights \$ n/a per year n/a acres

Other n/a rights \$ n/a per year n/a type n/a

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner Blair Smith and Sons, Inc. Number of acres 40 +/-

Rental fee per acre \$ 20 (+/-) Use of land Grazing and Hay Production

Terms of lease Yearly Lease termination date (Yearly)

Share cropped with others: Crop n/a Percent to owner _____ Acres _____

List expenses paid by landowner 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 Nancy Soule Date 2-20-2024
By: Nancy Soule

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 _____

#366 Amend

APA-00-04

Assessor's Parcel Numbers:
039-100-030, 039-120-040, 039-150-030,
039-150-120, 039-150-130, 039-150-150,
039-150-160, 039-150-170, 039-120-050

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2000072608394
Date: 26-JUL-2000 Time: 10:37:44 A
Book and Page:
Total Fees: \$7.00 Paid


For:
Blair Smith and Sons, Inc.
Rural Route 1, Box 77
Montague, CA 96064

When recorded mail to:
Siskiyou County Board of Supervisors

AGRICULTURAL PRESERVE CONTRACT AMENDMENT

On February 11, 1992, the Siskiyou County Board of Supervisors authorized the Planning Director to approve Agricultural Preserve Contract Amendments. Land Conservation Contract No. 366, in the name of Blair Smith and Sons, Inc. recorded on February 7, 1979, in the Siskiyou County Records Office, Official Records, Volume 846, Page 577-592, and under the ownership of Blair Smith and Sons, Inc, consisting of 1704.6 acres, is hereby amended, to increase in size to 1804.6 acres and will continue to conform with the provisions of the Williamson Act, California Government Code, Section 51200 and Resolution 275, Book 11 adopted by the Board of Supervisors on December 27, 1983.

Property owned by: Blair Smith and Sons, Inc.


Attest: Wayne Virag, Assistant Planning Director
For: Richard D. Barnum, Planning Director

Clerk's Copy

366

FILED

15406

FEB 7 9 08 AM '79

SEP 22 8 32 AM '78

Vol 846 Page 577 APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT

Blair Smith

SISKIYOU COUNTY, CALIFORNIA

CLERK
SISKIYOU COUNTY
BY *Carl Turberville*
DEPUTY #100

No Charge

OWNER/OWNERS NAME AS RECORDED: Smith-Sawyer, Inc., a California Corporation
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

APPLICANT'S NAME (if other than above): Blair Smith, President

APPLICANT'S ADDRESS: Rt. 1, Box 77, Montague, California 96064

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: Blair Smith

MAILING ADDRESS: Rt. 1, Box 77, Montague, California 96064

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
Dry Pasture	12-520-220	22

Existing Acreage in Agricultural Preserve 1926

Total Acreage 1948

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: *Blair Smith*
President

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 _____

54
Carl Turberville
Carl Turberville
SISKIYOU COUNTY CLERK

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 March 1, 1979, 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.

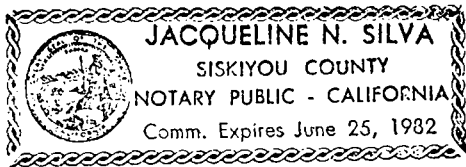
Section 15. CONVEYANCE CONTRARY TO CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this Contract, or any renewal thereof 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

STATE OF CALIFORNIA
COUNTY OF Siskiyou } ss.



On this 31st day of August in the year one thousand nine hundred and 78, before me, Jacqueline N. Silva a Notary Public, State of California, duly commissioned and sworn, personally appeared Blair Smith known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

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

Jacqueline N. Silva
Notary Public, State of California

T 45 N 21° 0' R 5 W

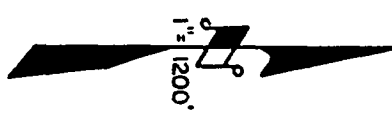
PAGE 46

PAGE 54

PAGE 47

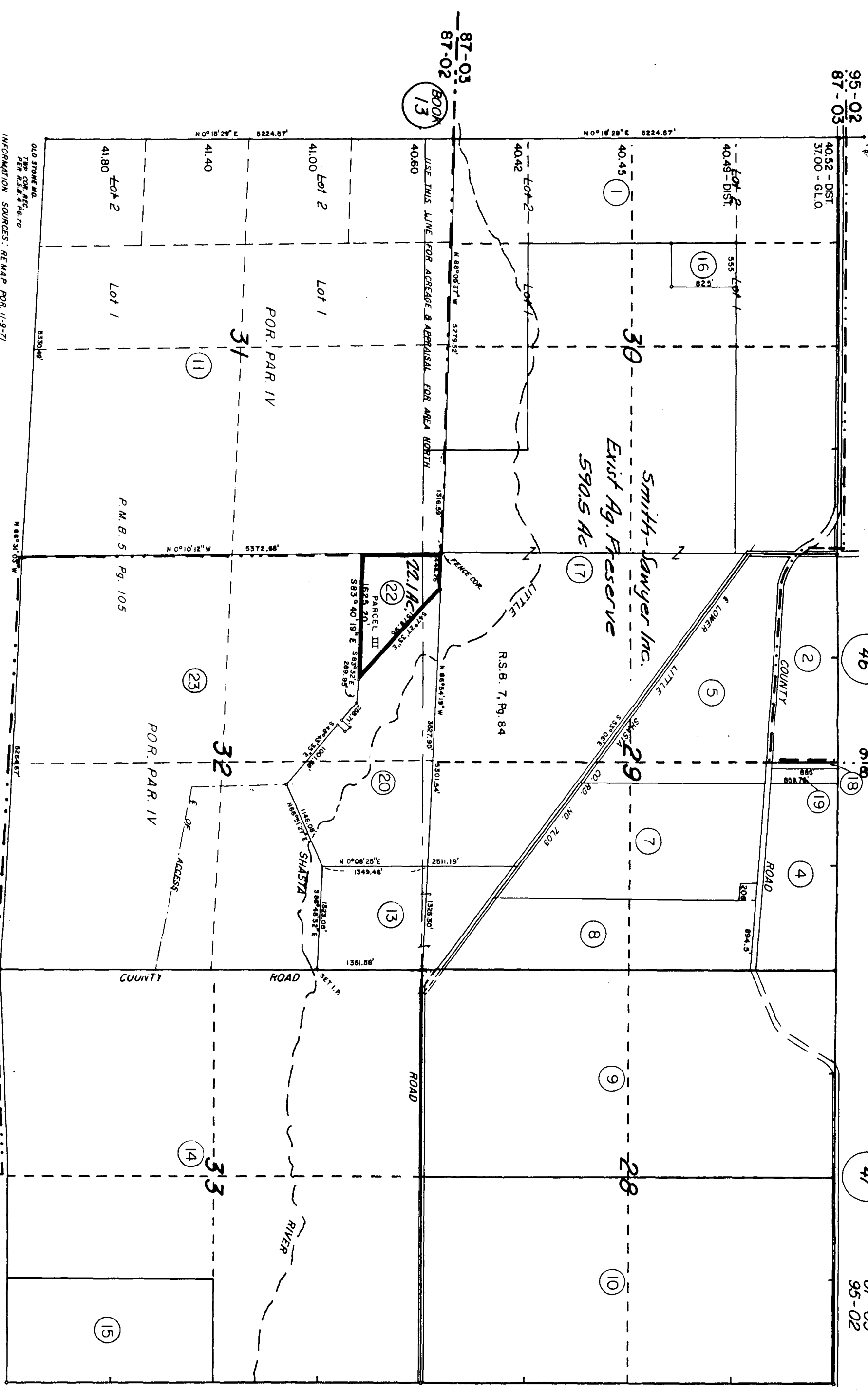
Tax Area Code
87-02
87-03
95-02

12-52



PAGE 51

Exhibit F-1



OLD STONE MARK
THIS MARK SET
PER R.S. 2476-70
R.C.E. - 8433
R.S.B. - 8070
R.S.B. - 59059

INFORMATION SOURCES: REMAP FOR 11-9-71

VOL 846
PAGE 54
PAGE 587

Assessor's Map
County of Siskiyou, California
PAGE 588

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Smith-Sawyer, Inc. ADDRESS Rt. 1, Box 77, Montague, California

PARCEL NUMBERS 12-520-220

HOW LONG HAVE YOU OWNED THIS LAND? 1 month

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 22 + - Carrying capacity 16

Irrigated pasture acreage " Carrying capacity

Dry farming acreage " Crops grown Production per acre

Field crop acreage " Crops grown Production per acre

Row crop acreage Crops grown Production per acre

Grazing AUM Term Fees paid

Other acreage Type Production per acre

OTHER INCOME:

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

Other recreational rights \$ X per year type Mineral rights \$

LAND LEASED FROM OTHERS:

Name of Owner N/A 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 N/A

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 Bleui Smith Date Dec. 16, 1977

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

Adopted 11-28-72

RESOLUTION APPROVING NEW AGRICULTURAL
PRESERVE CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION
NO. 318, BOOK 8, ADOPTED
JANUARY 23, 1979

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou
does hereby enter into Agricultural Preserve Contracts (Williamson
Contracts) with the following landowners in the established Agricultural
Preserves, said Agricultural Preserves having been established by
Resolution No. 318, Book 8, adopted on January 23, 1979,
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,
1979.

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 23rd day of January,
1979, by the following vote:

AYES: Supervisors McArdle, Zink, Wacker and Torrey.
NOES: None.
ABSENT: None.

Mike Belcastro
Mike Belcastro, Chairman
Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

BY Ray Turbosky
Deputy

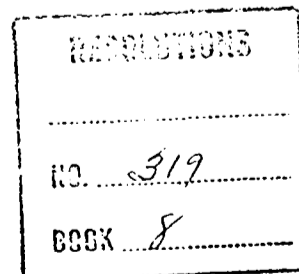
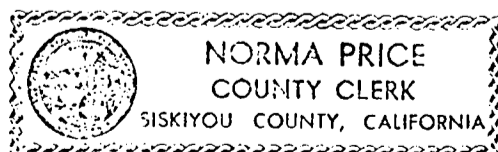


EXHIBIT "A"

CROSS, Vernon O. & Delma P. et al
CROSS, James E. & Judy I. et al
Box 466
Dorris, CA 96023

3-430-560
3-430-330
3-430-150
35-090-080
35-090-090

SMITH-SAWYER, INC., a California
Corporation
Blair Smith, President
Rt. 1, Box 77
Montague, CA 96064

12-520-220

THOMPSON, Victor J. M.D. and
Patricia K.
50 Alamo Avenue
Weed, CA 96094

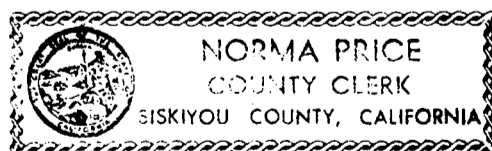
21-150-540
21-160-010

This Instrument is a
correct copy of the original
on file in this office.

ATTEST: *Feb 5, 1979*

NORMA PRICE
County Clerk and ex-officio Clerk of
the Board of Supervisors in and for
the County of Siskiyou.

By *Rae Turbowsky*
Deputy



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

23rd day January 1979

PRESENT: Supervisors Mickey McArdle, Vernon Zink, Mike Belcastro, George Wacker and Ray Torrey. Chairman Belcastro presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 318, BOOK 8, ADOPTED JANUARY 23, 1979.

It was moved by Supervisor McArdle, seconded by Supervisor Zink, that Resolution No. 319, Book 8, being a resolution approving Agricultural Preserve Contracts for property in the Agricultural Preserve established by Resolution No. 318, Book 8, adopted January 23, 1979, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said resolution.

AYES: Supervisors McArdle, Zink, Wacker and Torrey.

NOES: None.

ABSENT: None.

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

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 1-23-79.

Witness my hand and the seal of said Board of Supervisors, this 5th day of February, 1979.

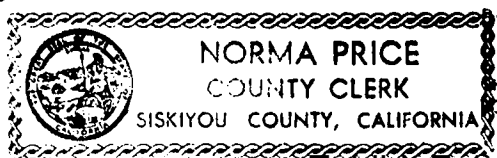
NORMA PRICE

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

cc-File

Planning

Recorder (3)



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

VOL 846 PAGE 592

Exhibit F-1

APA-00-05

Assessor's Parcel Numbers:
039-120-050 and 039-210-060

For: Alan D. and Nancy A. Soule
and Gale Ellen Parrino
8117 Lower Little Shasta Road
Montague, CA 96064

When recorded mail to:
Siskiyou County Board of Supervisors

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2000072608395
Date: 26-JUL-2000 Time: 10:38:59 A
Book and Page:
Total Fees: \$7.00 Paid

AGRICULTURAL PRESERVE CONTRACT AMENDMENT

On February 11, 1992, the Siskiyou County Board of Supervisors authorized the Planning Director to approve Agricultural Preserve Contract Amendments.

Land Conservation Contract No. 229, in the name of Alan D. & Nancy A. Soule and Gale Ellen Parrino, recorded on June 20, 2000, in the Siskiyou County Recorders Office, Official Records, Volume 705, Page 19, and under the ownership of Alan D. & Nancy A. Soule and Gale Ellen Parrino, consisting of \pm 158.5 acres, is hereby amended, to decrease in size to \pm 58.5 acres and will continue to conform with the provisions of the Williamson Act, California Government Code, Section 51200 and Resolution 275, Book 11 adopted by the Board of Supervisors on December 27, 1983. The remaining \pm 58.5 acres will continue to conform with the provisions of the Williamson Act, California Government Code, Section 51200 and Resolution 275, Book 11 adopted by the Board of Supervisors on December 27, 1983.

Property owned by: Alan D. & Nancy A. Soule and Gale Ellen Parrino


Attest: Wayne Virag, Assistant Planning Director
For: Richard D. Barnum, Planning Director

10504 # 229

This 20th day of Feb 1974

FRANK J. DE MARCO

County Counsel

FILED

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

Frank J. De Marco
SISKIYOU COUNTY, CALIFORNIA

DEC 13 1973

OWNER/OWNERS NAME AS RECORDED: Marvel P. Soule, Alan D. Soule, Gale Ellen
(Include trust, deed or other Soule AKA Gale Soule, Parrino.
encumbrance holders. Use
separate sheet if necessary) Bank of America--Yreka Branch

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

APPLICANT'S ADDRESS: Rt., 1, Box 97, Montague, Ca. 96064

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: Marvel P. Soule MAILING ADDRESS: Rt., 1, Box 97, Montague, Ca. 96064

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
Pasture, Farm Lands	12-490-03 (will soon change) <u>012-490-190</u>	156 ⁺ Acres

Total acreage 156 AC.

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: Marvel P. Soule
Alan D. Soule
Gale Ellen Soule AKA Gale Soule Parrino

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:

Intensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 25 9 58 AM '74
O. R. Vol. 705 Page 19

B. J. Blum

RECORDER FEE \$ No Charge

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 January 30, 19 74, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

~~12-490-03 (will soon change)~~

012-490-190

Lined area for listing parcel numbers.

Notice to the Owner shall be addressed as follows:

Edward J. Seale
Box 1 - Box 97
Madras, Ca. 96044

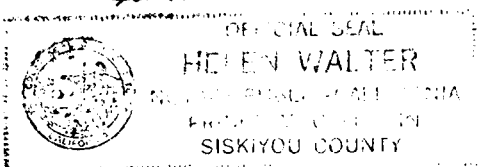
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Edward J. Seale
Owner by Attorney

Edward J. Seale
Gale Ellen Seale AKA Gale Seale Farmer
OWNER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 13th day of Dec., 1973,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Marnel Seale, Bob A. Alan Seale & Gale Seale
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that she executed the same.



Helen Walter
Notary Public

MY COMMISSION EXPIRES OCT. 19, 1976
My Commission expires: _____

Note and Deed of Trust holder Bank of America--Yreka Branch
Consent: Signature _____

[Signature]

ATTEST:

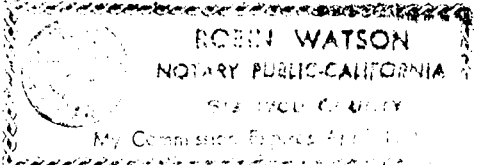
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 19th day of February, 1974, before
me, Robin Watson, a Notary Public, in and for
said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Robin Watson
Notary Public

My Commission Expires: _____

4-1-75 VOL 705 PAGE 28

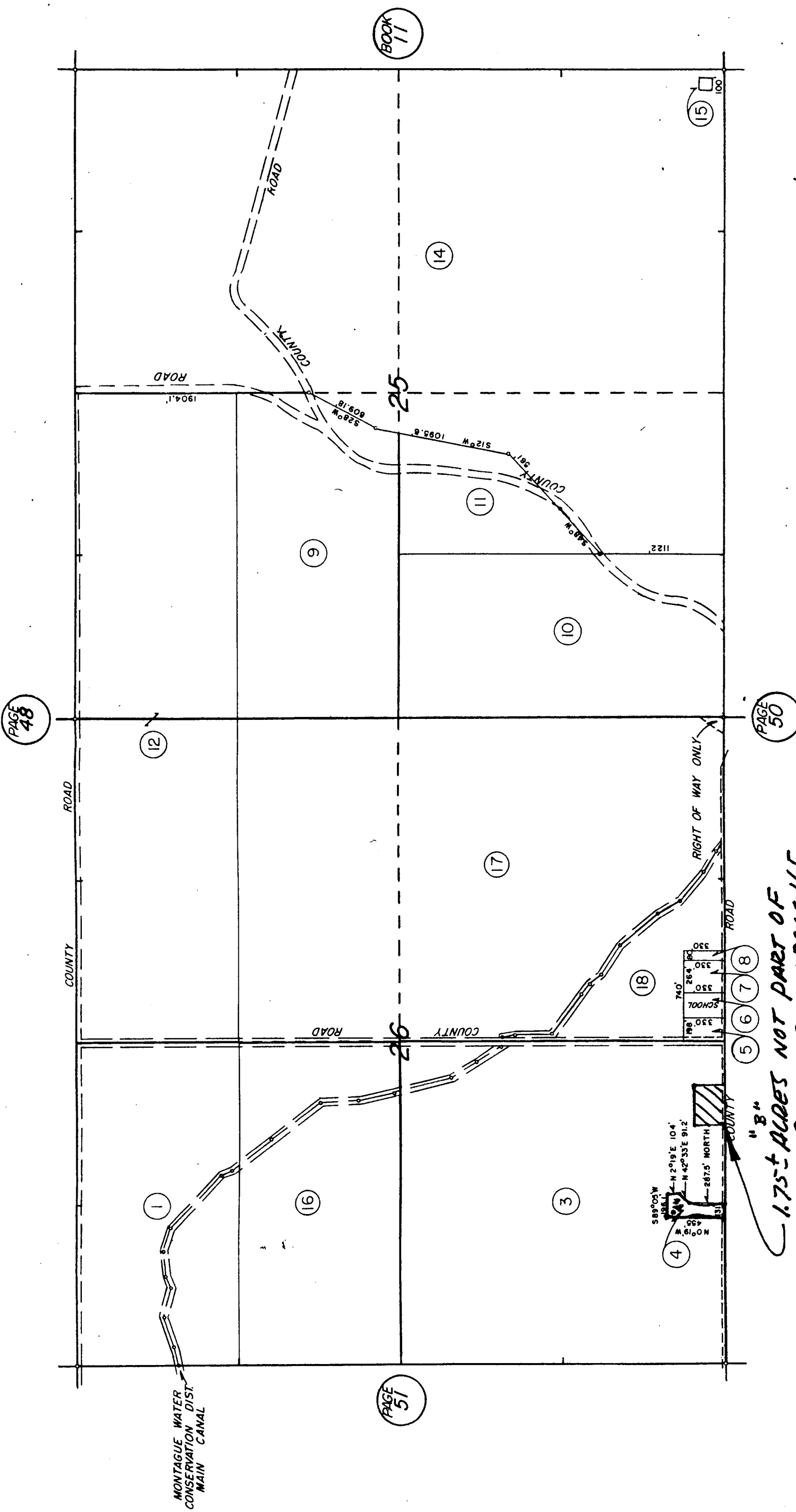
T 45 N R 5 W

Tax Area Code
87-03

12-49



PAGE 48



PAGE 51

PAGE 50

1.75⁺ ALRES NOT PART OF
PARCEL ③ SEE P.M.B.1 PAGE 165

ALL OF SW 1/4 OF SECTION 26, EXCEPTING
PARCELS "A" & "B"

Assessor's Map
County of Siskiyou, California

NOTICE: This map page is from the office
of the Assessor of Siskiyou County. The page
number, or parcel number or code number may
NOT be used in any Deed or Conveyance.
REVENUE AND TAXATION CODE, SECTION 507.

vol 705 PAGE 30

vol 705 PAGE 29

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Marvel P. Soule
Alan D. Soule ADDRESS Rt. 1, Box 97, Montague, Ca. 960
Soule Parrino

PARCEL NUMBERS 12-490-~~0~~¹⁹⁰ (soon will change)

HOW LONG HAVE YOU OWNED THIS LAND? (13 yrs. 1/2 interest til 1973, now sole owners.)

TYPE OF AGRICULTURAL USE:

Dry pasture acreage none Carrying capacity 0

Irrigated pasture acreage 30⁺ Acres Carrying capacity 20 head

Dry farming acreage _____ Crops grown _____ Production per acre 24^{cattle} sheep

Field crop acreage 126⁺ acres Crops grown wheat Production per acre uncertain

Row crop acreage None Crops grown 0 Production per acre 0

Grazing AUM 50 to 60 maximum Term per yr. _____ Fees paid none

Other acreage None 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 0 type 0 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 Chris & Larry Walters Rt. 1, Box Montague, Ca. 960

No. of acres 156⁺ Acres Rental fee per acre \$100.00 Use of land Farming
per month

Terms of lease Aug. 5, 1973 to Aug. 5, 1980 Lease termination date Aug. 5, 1980

Share cropped to others: NO Crop ---- % to owner ---- Acres ----

List expenses paid by land owner Taxes and Insurances, Fencing.

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 Marvel P. Soule Date Dec. 13, 1973

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.

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 4 day of February, 1974.

LIENHOLDER
Mark [Signature]
NATIONAL LIENHOLDER ASSOCIATION
ASST. CASHIER

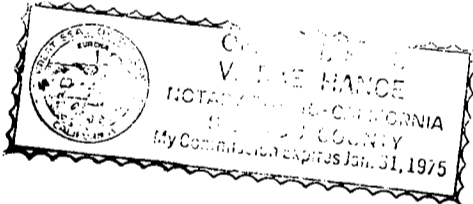
STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 4th day of February, 1974, before me, V. Rae Hance a Notary Public, in and for said Siskiyou County, personally appeared L. N. Taylor known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

V. Rae Hance

Notary Public

My Commission Expires: January 31, 1975



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

30th day January 1974

PRESENT: Supervisors **George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey.** Chairman Hayden presiding.

ABSENT: **None.**

COUNTY ADMINISTRATOR: **Richard E. Sierck**

COUNTY CLERK: **Norma Price**

COUNTY COUNSEL: **Frank DeMarco**

PURPOSE OF MEETING: **Adjourned**

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 356, BOOK 5, ADOPTED 1-30-74.

It was moved by Supervisor Wacker, seconded by Supervisor Torrey, that Resolution No. 357, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution No. 356, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk is directed to record said Contracts prior to March 1, 1974. Further, the names of persons whose contracts have been approved along with parcel numbers are listed on Exhibit A attached to said Resolution and made a part thereof.

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

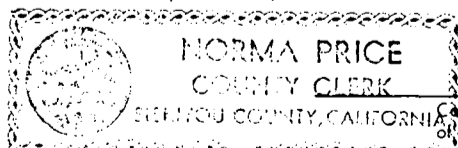
RESOLUTION RECORDED: February 20, 1974,
Volume 704, Page 118, Official
Records, County of Siskiyou.

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 1-30-74

Witness my hand and the seal of said Board of Supervisors, this 8th day of February, 1974.

cc: **File**
Assessor
Planning
Recorder



NORMA PRICE
COUNTY CLERK

NORMA PRICE

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

By Joanne Davis
Deputy Clerk

VOL **705** PAGE **33**
Exhibit F-2

THESE MINUTES ARE SUBJECT TO
CORRECTIONS BY THE BOARD OF SUPERVISORS