

Staff Report

Submission Date: July 14, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Roehrich APA-25-13, Williamson Act Contract No. 71013 and 74009, Application to rescind property from the existing contract and reissue a single contract consisting solely of their property with the primary Commercial Agricultural Use of rangeland and pasture for livestock production and forage.

Location: The project site is located south and east of the city of Etna, east of East Callahan Road, on McConaughy Gulch Road, on APNs 023-360-130, 023-360-510, 023-120-080, 023-120-140, 023-120-150, 023-370-050, 023-370-070, 023-540-120, 023-540-130, 023-540-210, 023-540-220, 023-540-230, 023-550-090, 023-550-100 and 023-360-280, Township 41N, Range 9W, Sections 12 & 13, and Township 41N, Range 8W, Sections 7 & 18 MDBM.

Exhibits:

- A.** Map of property under existing contract No. 71013
- B.** Location Map
- C.** Zoning Map
- D.** NRCS Soils Data and Maps
- E.** Williamson Act Contract Amendment Questionnaire
- F.** Existing Contract 71047 and Establishment of Agricultural Preserve
- G.** Existing Contract 74009 and Establishment of Agricultural Preserve

Background and Discussion

The applicant has requested to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under their ownership. The subject property is approximately 960 acres, which a portion of is currently under a contract which has multiple property owners.

During the initial review, it was found that only a portion of a legal parcel is within an Agricultural Preserve and encumbered by Williamson Act Contract. Portions of parcels should not be in preserves and contracts. Staff recommend to increase the acreage in Agricultural Preserve and under contract by 7.5 acres (APN 023-360-280) to include the entire parcel.

Parcel Creation

- APNs 023-120-080, 023-120-140, 023-120-150, 023-360-130, 023-360-280, 023-360-510, 023-370-050, 023-370-070, 023-540-120, 023-540-130, 023-540-210, 023-540-220, 023-540-230, 023-550-090 and 023-550-100 together are one 954.7-acre legal parcel described as the Denny Parcel of Boundary Line Adjustment as recorded on August 29, 1985, in Siskiyou County Records as Document No. 85-01294.

Parcel History

Williamson Act Contract

- 634.1 acres of the subject property is a portion of Williamson Act Contract No. 71013 (Clerk's Record - 7) as recorded on May 5, 1971, the Siskiyou County Records in Volume 621 at Page 216.
- 313.1 acres of the subject property is a portion of Williamson Act Contract No. 74009 (Clerk's Record - 204) as recorded on February 25, 1974, in the Siskiyou County Records in Volume 704 at Page 456.

Agricultural Preserve

Portions of the subject property are within two different Agricultural Preserves. Each preserve is made up of property which is not contiguous or owned in common.

- Preserve as established by the Board of Supervisor's Minute Order on February 23, 1971.
- Preserve as established by the Board of Supervisor's Resolution 356 in Book 5.

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 consist of property under several different ownerships, and the property is not contiguous. The existing Ag Preserves 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.

July 14, 2025

The subject property consists of one 954.7-acre parcel, exceeding the 100-acre minimum size.

Contract Requirements

Zoning

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

All property proposed to be part of the preserve are zoned Rural Residential Agricultural (R-R) and Prime Agricultural (AG-1) as shown on the zoning map (Exhibit C).

Minimum Parcel Size

Per County Rules Section III, Item B, 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 954.7 acres, the parcel exceeds the minimum acreage requirement.

Agricultural Soils Class

Per County Rules Section III, Item B, Agricultural land in a contract 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 349-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
148	542	VI	6:1	90.3
230	148	II	1:1	148
152	98	III	2:1	49
178	67	VII	10:1	6.7
104	52	IV	4:1	13
229	38	II	1:1	38
147	8	III	2:1	4
239	1.7	VIII	0	0
Total	954.7			349

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 livestock grazing and hay production.

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.

Approximately 2 acres are utilized for residential use.

Acreage in Agricultural Production

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. To be considered devoted to commercial agricultural use, at least 60% of the property is used for commercial agricultural purposes.

The property has historically been used for and continues to be used for livestock grazing and hay production. 250 acres are irrigated hay fields, and 40 acres is dry farming. The remainder of the property is dry pasture with the exception of a couple acres where the residence is.

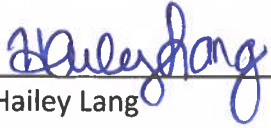
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

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 subject property, establish a new preserve consisting of the 954.7 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 954.7-acre preserve, which includes the 7.5 acres not previously included.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator

7-17-2025
Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on July 14, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

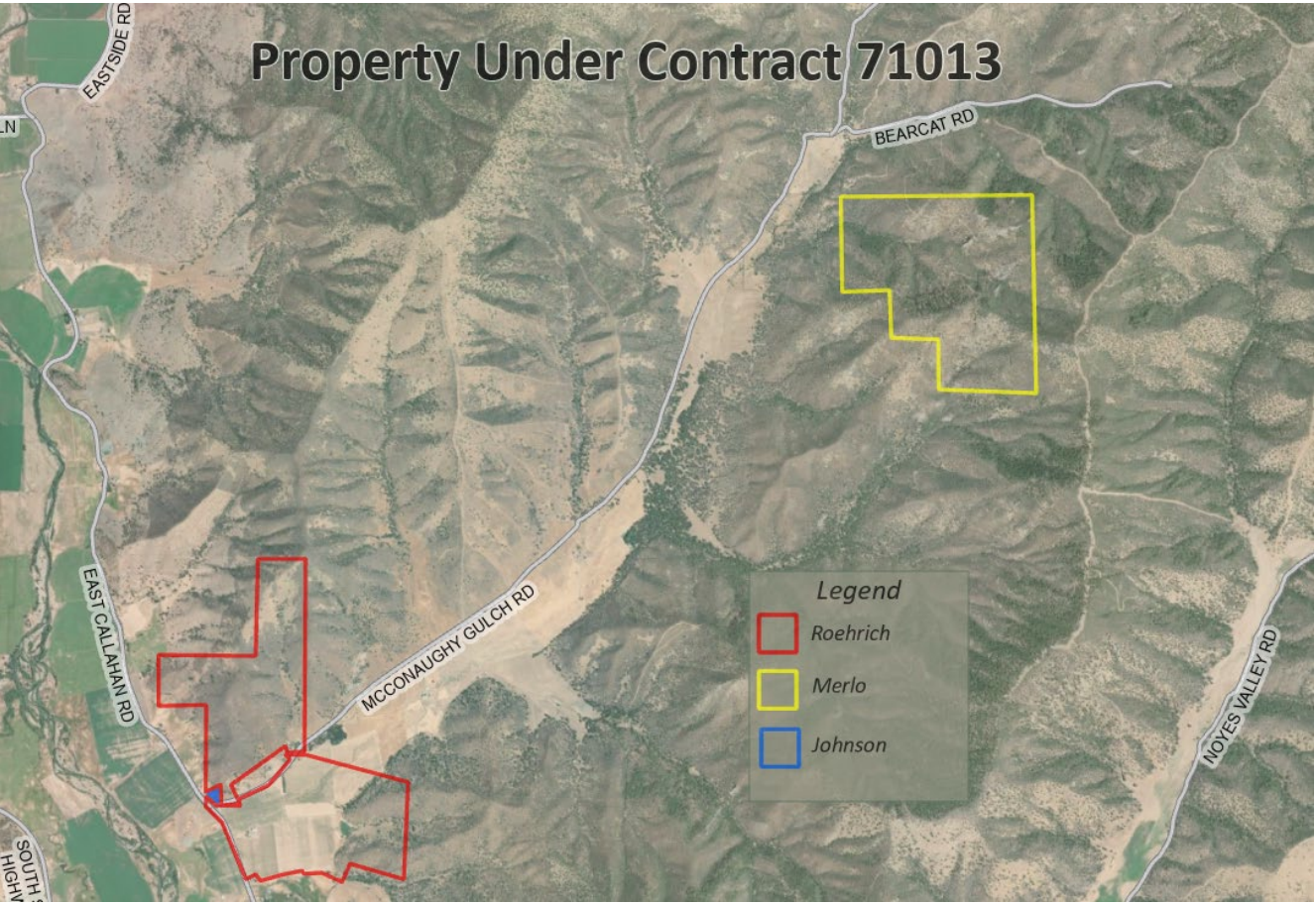


Exhibit A – Property Under Current Contract 71013

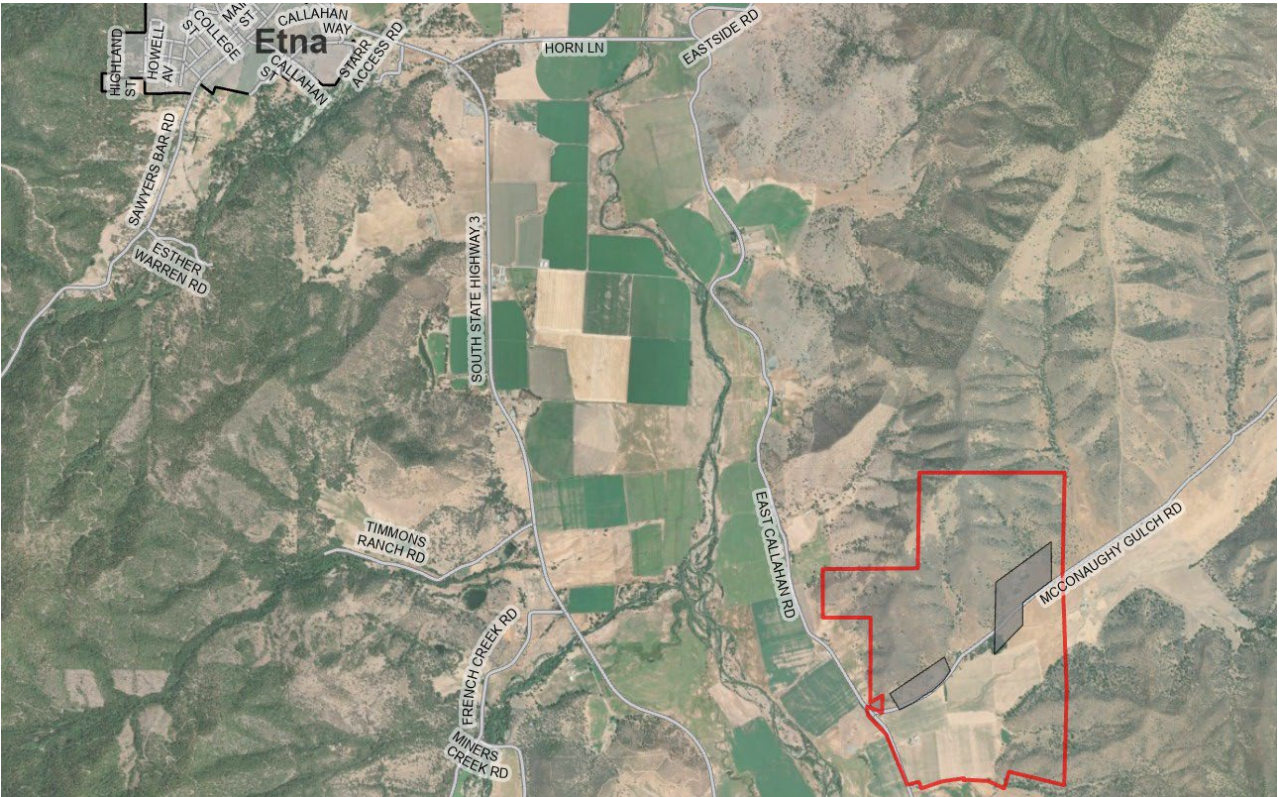


Exhibit B - Location

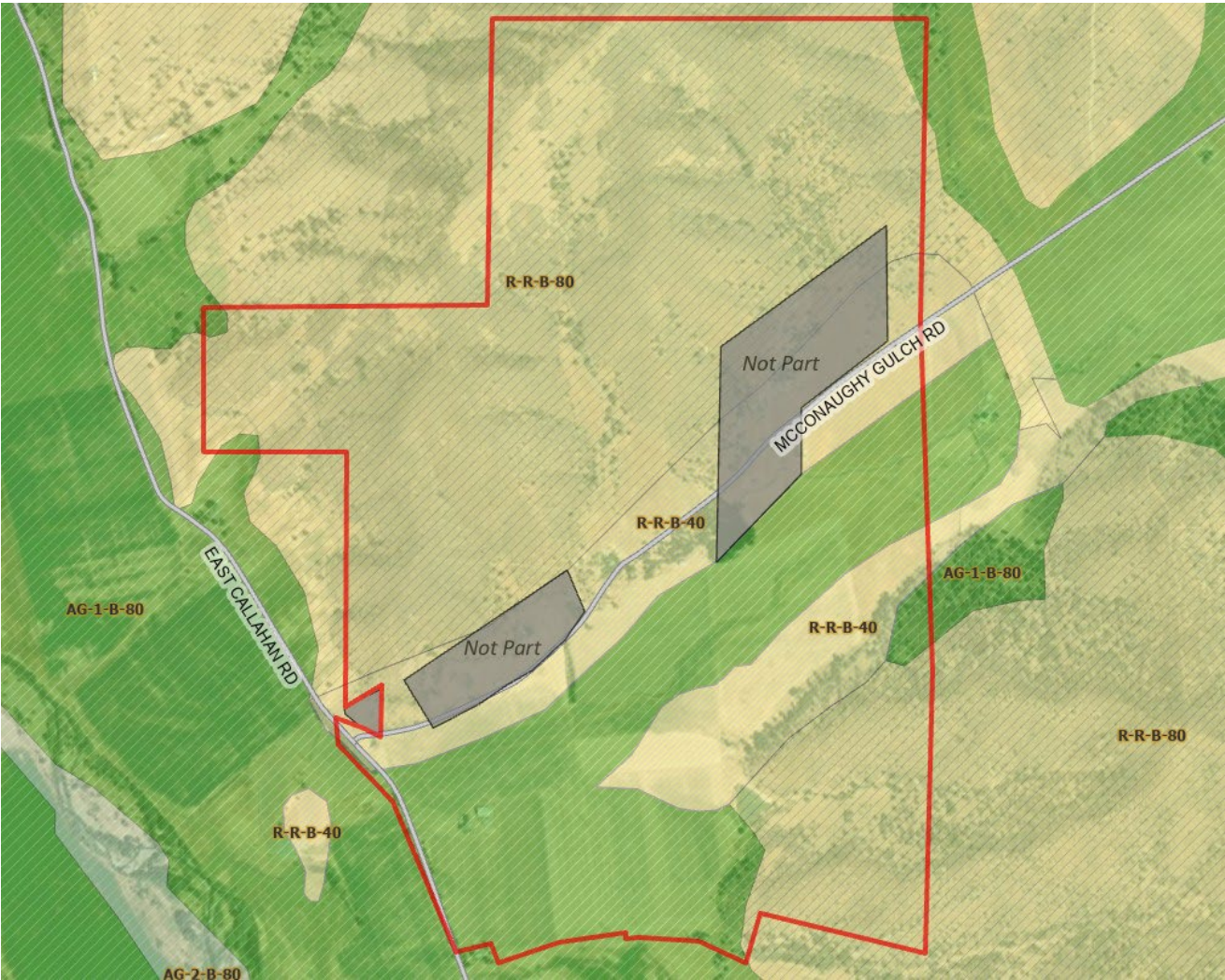


Exhibit C - Zoning

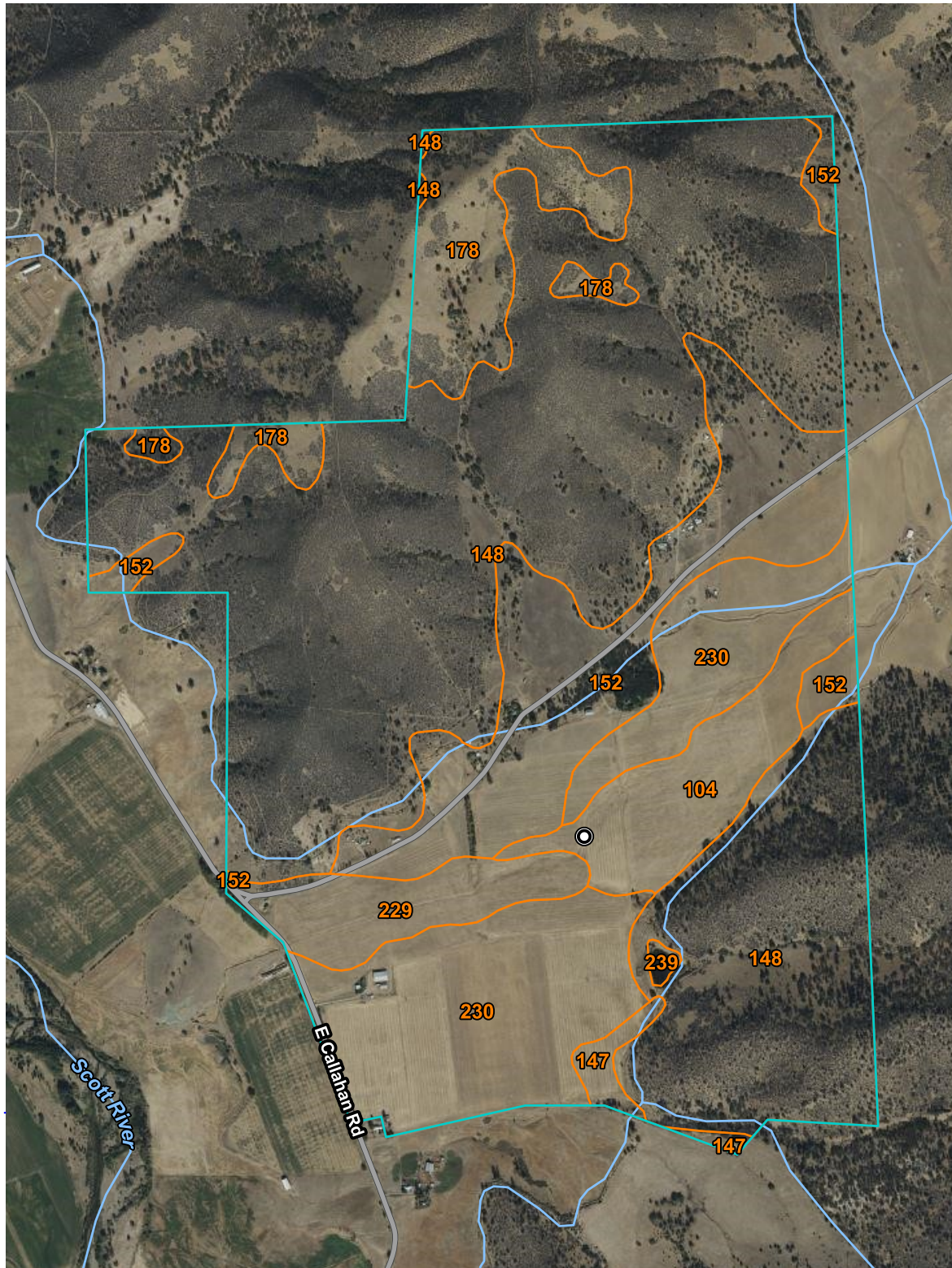
Soil Map—Siskiyou County, California, Central Part
(APA-25-13)

122° 50' 10" W

122° 48' 19" W

41° 25' 40" N

41° 25' 40" N



41° 23' 50" N

41° 23' 50" N

122° 50' 10" W

122° 48' 19" W



Map Scale: 1:16,600 if printed on A portrait (8.5" x 11") sheet.

0 200 400 800 1200 Meters

0 500 1000 2000 3000 Feet

Map projection: Web Mercator Corner coordinates: WGS84
















Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

6/25/2025
Page 1 of 3

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.

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 17, Aug 28, 2024

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
104	Atter very gravelly sandy loam, 0 to 5 percent slopes	52.9	5.1%
147	Duzel gravelly loam, 9 to 15 percent slopes	8.7	0.8%
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	573.1	55.3%
152	Facey loam, 5 to 15 percent slopes	141.4	13.7%
178	Lithic Xerorthents-Rock outcrop complex, 0 to 65 percent slopes*	69.2	6.7%
229	Stoner gravelly sandy loam, 0 to 2 percent slopes	38.5	3.7%
230	Stoner gravelly sandy loam, 2 to 5 percent slopes	150.3	14.5%
239	Water	1.8	0.2%
Totals for Area of Interest		1,035.9	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): Mary D. Roehrich

Parcel Numbers: 023-120-080, -140, 150, 023-370-050, -070, 023-540-120,
-130, -210, -220, -230, 023-550-090, -100 How long have you owned this land? 2007
023-360-130, -510, -280

Lienholders ☐ Deed of Trust included in packet ☒ No lienholders for this property

Company Name: _____ Contact Name: _____

Phone: _____ Email: _____

Type of Agricultural Use:

Per owner - entire property has been grazed historically. Approximately 360 acres of dry grazing has not been utilized in recent years due to past overgrazing. It is anticipated grazing will happen in 2025 as the grasses have re-established.

- ☒ Grazing
- ☒ Dry pasture acreage 300 Species: Cattle # head 100 # days per yr. 120
- ☒ Irrigated pasture acreage 0 Species: _____ # head _____ # days per yr. _____
- ☒ Dry farming acreage 40 Crops grown Triticale Production per acre 1 Ton/A
- ☒ Field crop acreage 250 Crops grown Alfalfa Production per acre 4 Ton/A
- ☐ Row crop acreage _____ Crops grown _____ Production per acre _____
- ☐ Other acreage _____ Type _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) Ditch, wheel lines

Total Acres in Agricultural Production: 290

☐ Timber Production acreage N/A

Other Uses:

Indicate if this is concurrent with the Ag Uses above or the sole use of the acreage noted

- ☐ Timber Production _____ acres ☐ with _____ ag use ☐ only use
- ? ☒ Residential _____ acres
- ☐ Offices, packing facilities, vending facilities, etc. _____ acres
- ☐ Surface mining _____ acres ☐ with _____ ag use ☐ only use
- ☐ Equine pasture and facilities _____ acres ☐ with _____ ag use ☐ only use
- ☒ Agricultural Enterprises N/A acres ☐ with _____ ag use ☐ only use
- ☐ Open Space _____ acres where no ag use is occurring
- ☐ Other _____ acres. Description: _____
- ☐ With _____ ag use ☐ No ag uses
- ☐ Conservation Program _____ acres. (attach Conservation Easement/Agreement)
- ☐ With _____ ag use ☐ No ag uses

Land Leased to Others

Name of owner Jason Walker Number of acres 350 ✓

Use of land crops & cows

Terms of lease \$20,000 yr Lease termination date 2027

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 Mary Roebuck Date 3/31/25

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

7

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: James M. & Margaret H. DENNY
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) _____

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

APPLICANT'S ADDRESS: 60 CRAIGMONT AVE. San Francisco 94116

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
75 Farming	23-12-5	2.80
Farming	23-55-2	23 Acres
Farming (Range)	23-32-3	520 Acres
Farming	23-54-6	125 Acres
Farming	23-37-1	187 Acres
Total acreage		<u>1135</u>

Attached hereto and made a part hereof as if fully set forth is a list and copies of pertinent code sections relating to California Land Conservation Contracts.

I declare under penalty of perjury that the information contained in the application is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the cost incurred to correct the records concerning the land conservation contract and any and all cost of collecting or correcting taxes, along with a reasonable attorneys fee which may be incurred in this matter.

OWNER/OWNERS SIGNATURE: Margaret H. Denny
James M. Denny

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: _____

May 28, 1971

C
O
P
Y
Mr. James M. Denny
60 Cragmont Ave.
San Francisco, California 94116

Dear Mr. Denny:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded on May 5, 1971, Vol. 621, Page 216. I am returning three copies of said contract for your files.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____
Deputy

Encl.

MAY 5 11 06 AM '71
Vol. 621, Page 216

11513

812512
RECORDER FEE \$ No Charge
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 Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors

shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

Section 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, successors and assigns and this Contract shall run with

the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 14. REMOVAL OF LAND FROM PRESERVE.

Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

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

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

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

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

Notice to the Owner shall be addressed as follows:

JAMES M. DENNY (ROSALIE) MARGARET H. DENNY
60 Cragmont Ave.
SAN FRANCISCO, CALIF. 94116

IN WITNESS WHEREOF the Owner and the County

have executed this Contract on the day first above written.

James M. Denny
Margaret H. Denny
OWNER

ATTEST:

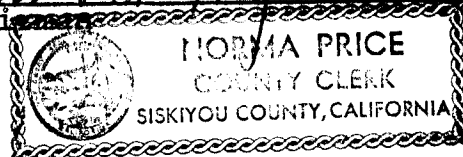
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

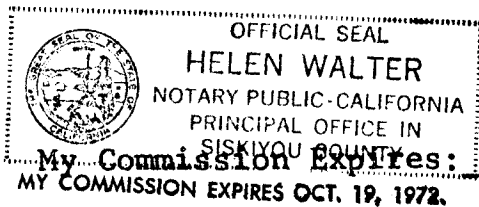
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before
me, Helen Walter a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Helen Walter
Notary Public

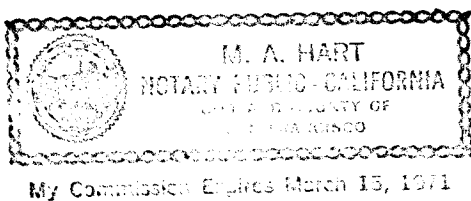
oo0oo

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On this 1st day of February, 1971,
before me, M.A. Hart, a Notary
Public, in and for said San Francisco County, personally
appeared James M. Denny & Margaret H. Denny
known to me to be the person's whose
name's subscribed to the within instrument, and
acknowledged to me that they executed the same.

M.A. Hart
Notary Public

My Commission expires: March 15, 1971



VOL 621 PAGE 223

EXHIBIT "A"

List Assessor's Parcel Numbers below

23-12-5	280 ac.
23-55-3	23 acres
23-32-3	570 acres
23-54-6	125 acres
23-37-1	187 acres

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

4th day May 19 71

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

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

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

AYES: Supervisors Wacker, Ager, Belcastro and Mattos.

NOES: None.

ABSENT: None.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

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

cc: Recorder

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

By _____ Deputy Clerk

vol 621 PAGE 225
Exhibit F

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

Recorded at the Request of
Siskiyou County Planning Department

Return to County Clerk's Office

cc: Planning
Assessor
New Land Owner

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2001100414233
Date: 04-OCT-2001 Time: 11:32:39 A
Book and Page:
Total Fees: \$9.00 Paid

AGRICULTURAL PRESERVE CHANGE OF OWNERSHIP FORM

On June 24, 1969, land was entered into a Williamson Act Contract under
the following name(s):

Original contract file name(s): E. Orlo Davis and Margaret A. Davis

Original contract number: # 8, # 9, and #571

Recording number of original contract: #8: Vol 621, Pg 205; #9: Vol 621,

Pg 195; and #571: Vol 577, Pg 722

The above described contract has hereby changed ownership to:

New landowner(s): James Elmer Carrier and Betty Joan Carrier

Effective date of the change of ownership: October 2, 2001

Deed reference for new landowner: _____

Mailing address: 12920 Davis Road Montague, CA 96064

Landowner's signature(s): James E. Carrier

(Notarized signature required)

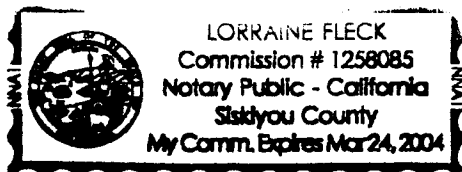
Betty J. Carrier

(Notarized signature required)

State of California

County of Siskiyou

On October 3, 2001, before me, Lorraine Fleck, Notary Public, personally appeared James Elmer Carrier and Betty Joan Carrier, ☐ personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~was~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity, and that by ~~his/her~~ their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorraine Fleck
Signature of Notary Public

This 2nd day of Feb, 1974

FRANK J. DEMARCO

County Counsel

10479

FILED

#204

SISKIYOU COUNTY, CALIFORNIA

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

JAN 11 4 42 PM '73

OWNER/OWNERS NAME AS RECORDED: (Include trust deed or other encumbrance holders. Use separate sheet if necessary)

JAMES M. DENNY & MARGARETH H. DENNY
NOTARY PUBLIC, CLERK
DEPUTY

APPLICANT'S NAME (If other than above):

APPLICANT'S ADDRESS:

ETNA STAR ROUTE Ca 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:

MAILING

ADDRESS:

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use

Assessor's Parcel No.

Acreage

FARM LAND

23-360-010

213 Acres NET

Above Parcel minus 900 feet from each side of the McLennanugh
Couch County Road 36003 in Sect. 7-T41N R8W M1B & M
Total Parcel minus 130 Acres equals 213 Acres

Total acreage

213

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:

James M. Denny

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-2

PRESENT GENERAL PLAN DESIGNATION:

Extensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 25 9 29 AM '74

O. R. Vol. 704 Page 456

B. J. S. S. S.

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 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:

23-360-010 minus
900 feet on either side
McConnaughy Gulch Road in
Section 7 Shown by
Planning Director Mr. Kincaid's
map

Notice to the Owner shall be addressed as follows:

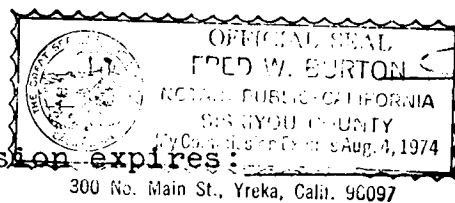
James & Margaret Denny
ETNA, Ca 96027

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

James M. Denny
OWNER

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this 10th day of September, 1974,
before me, FRED W. BURTON, a Notary
Public, in and for said Siskiyou County, personally
appeared JAMES M. DENNY
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Fred W. Burton
Notary Public

My Commission expires:

ATTEST:

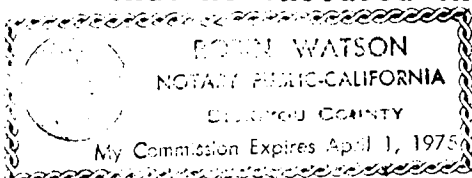
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest C. 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 C. 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.



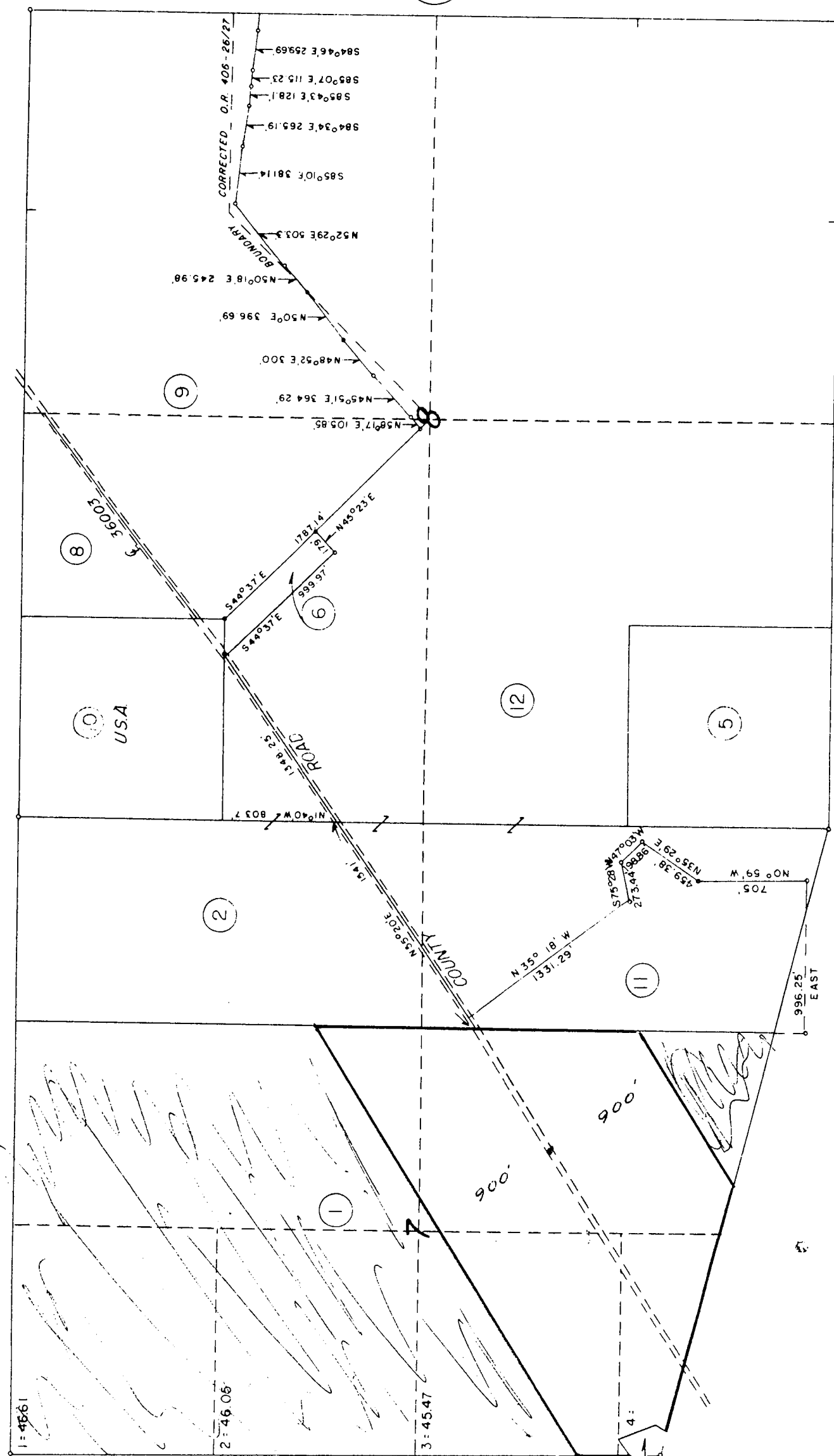
Robin Watson
Notary Public

My Commission Expires: 4-1-75

8-31-73

Present zoning of the James W
Demney Property in Sec 7 ~~#18~~^{PR}
T 41 N R 8 W M D B + M into R-F-B-2
Zone consists of that area extending
900' on each side of the McCormaughy
Gulch County Road # 36 003, con-
sisting of 130 acres more or less.

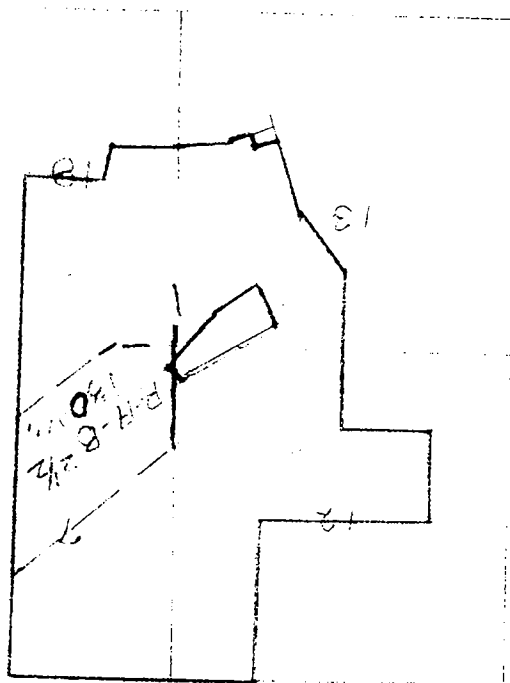
Gene Humeaial
County Planning Director



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

VOL 704 PAGE 468

VOL 704 PAGE 469



R8w

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME JAMES & Margaret Denny ADDRESS ETNA (ca 9602)
PARCEL NUMBERS 23-360-010 minus 400 feet on either side McLoughly
quilt road

HOW LONG HAVE YOU OWNED THIS LAND? Since 1948

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 30 Carrying capacity ?

Irrigated pasture acreage None 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 _____

Rangeland - hill
Grazing ~~area~~ 223 acres Term 2 months Fees paid None

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

For information see John Spencer.
Hunting rights \$ _____ per year _____ acres _____ Fishing Rights \$ _____ per year _____

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

LAND LEASED FROM OTHERS:

Name of Owner _____ 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 John Spencer - ETNA (ca 9602)

No. of acres Total on Ranch 420 Rental fee per acre _____ Use of land Farming

Terms of lease 3 years lease at \$1000 per year Lease termination date Dec. 30, 1973

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

List expenses paid by land owner Liability insurance, fencing,

seed bed, supervision, clean-up taxes, head of ditch, repairs to rail buildings & employee dwelling, propane for H/O.

REMARKS ON INCOME, ETC.:

Answer: Jerry De Rose of Board of Equalization Meeting 1972 said other 3 acres of rangeland would not support seven cows and calves.

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

Signed James M. Denny Date Sept. 24, 1972

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.

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 COUNSEL: **Frank DeMarco**

COUNTY CLERK: **Norma Price**
PURPOSE OF MEETING: **Adjourned**

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 414, Book 2, ADOPTED 1-28-69.

It was moved by Supervisor Porterfield, seconded by Supervisor Torrey, that Resolution No. 355, Book 5, being a Resolution approving Agricultural Preserve Contracts in Agricultural Preserve established by Resolution No. 404, Book 2, adopted 1-28-69, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said contracts prior to March 1, 1974. Further, the names of persons whose contracts have been approved are listed along with parcel numbers on Exhibit A attached to said Resolution and made a part thereof.

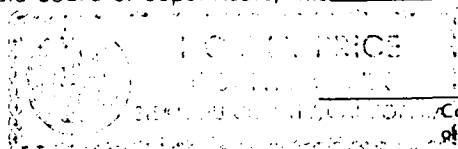
AYES: Supervisors Wacker, Porterfield and Torrey.
NOES: None.
ABSENT: Supervisor Belcastro.

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

By Joanne Laais
Deputy Clerk