

Staff Report

Submission Date: July 24, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Locatelli APA-25-17, Williamson Act Contract No. 72018 and 71020B, Application to rescind property from the existing contracts and reissue a single contract for each of his two farms consisting solely of their property with the primary Commercial Agricultural Use of Intensive Farming.

Location: Farm #1 (Indian Point Ranch) - The project site is located south and west of the city of Dorris, on Meiss Lake Sams Neck Road and Sams Neck Road on APNs 003-071-170 and 003-071-670, Township 47N, Range 2W, Section 16, MDBM.

Farm #2 – The project site is located south and west of the community of Macdoel on W Criss Road and Cook Campell Road on APN 003-160-050, Township 46N, Range 2W, Section 26, MDBM.

Exhibits:

- A.** Map of property under existing contract No. 72018
- B.** Map of property under existing contract No. 71020B
- C.** Location Map – Farm #1 (Indian Point Ranch)
- D.** Location Map – Farm #2
- E.** Zoning Map- Farm #1(Indian Point Ranch)
- F.** Zoning Map – Farm #2
- G.** NRCS Soils Data and Map – Farm #1(Indian Point Ranch)
- H.** NRCS Soils Data and Map – Farm #2
- I.** Williamson Act Contract Amendment Questionnaire – Farm #1 (Indian Point)
- J.** Williamson Act Contract Amendment Questionnaire- Farm #2
- K.** Existing Contract 72018 and Establishment of Agricultural Preserve
- L.** Existing Contract 71020B and Establishment of Agricultural Preserve

Background and Discussion

Bob Locatelli has submitted a request to rescind his properties from the existing Williamson Act Contracts and reissue two contracts consisting solely of property under his ownership. The subject property is approximately 409 acres, which is currently under contracts that have multiple property owners.

The applicant does not propose to increase or decrease the acreage in Agricultural Preserve or under Williamson Act Contract.

Parcel Creation

- APN 003-160-050 is one 160-acre legal parcel as described in Warranty Deed as recorded on March 1, 1947, in Siskiyou County Records in Volume 202 at Page 90.
- APNs 003-071-170 and 003-071-670 together are one 249-acre legal parcel as described in Boundary Line Adjustment recorded on December 14, 2022, in Siskiyou County Records as Document No. 2022-0010295.

Parcel History

Williamson Act Contract

- 249 acres of the subject property is a portion of Williamson Act Contract No. 72018 (Clerk's Record – 96) as recorded on February 25, 1972, the Siskiyou County Records in Volume 651 at Page 367.
- 160 acres of the subject property is a portion of Williamson Act Contract No. 71020B (Clerk's Record - 29) as recorded on May 5, 1971, the Siskiyou County Records in Volume 620 at Page 439.

Agricultural Preserve

- 249 acres are in Agricultural Preserve as established by Board of Supervisor's Resolution No 184 in Book 4.
- 160 acres are in Agricultural Preserve as established by Board of Supervisor's Minute Order dated February 23, 1971.

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 two new Ag Preserves be established consisting only of the subject property.

July 24, 2025

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.

Farm #1 (Indian Point Ranch) consists of one 160-acre parcel, exceeding the 100-acre requirement.

Farm #2 consists of one 249-acre parcel, exceeding the 100-acre requirement.

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 is zoned Prime Agricultural (AG-1) and Non-Prime Agricultural (AG-2) 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.

The 160-acre and 249-acre parcels exceed 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.

Farm #1 (Indian Point Ranch) contains approximately 94.6-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
149	108	IV Irrigated	2:1	54
171	68	VI	6:1	11.3
163	43	VI Irrigated	3:1	14.3
111	30	IV Irrigated	2:1	15
Total				94.6

Farm #2 contains approximately 80-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
124	101	IV Irrigated	2:1	50.5
122	37	IV Irrigated	2:1	18.5
162	22	IV Irrigated	2:1	11
Total	160			80

Production Uses

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

The subject property has historically been used for and continues to be used for farming.

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.

Farm #1 Indian Point Ranch

Currently, there are no other uses occurring on the property.

Farm #2 -

There is one residence, which is owner occupied.

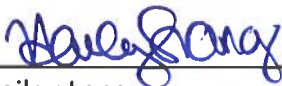
Pursuant to the County Rules Section II. The Agricultural Preserve Administrator (Administrator) will review and make recommendations on applications for new contracts, modifications to existing contracts and terminating (non-renewing) contracts.

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 Preserves to remove the subject property, establish two new preserves, one 160 acres and one 249 acres, rescind the subject property from the existing contracts and reissue two new contracts for the proposed property within the newly established preserves.

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 July 16, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

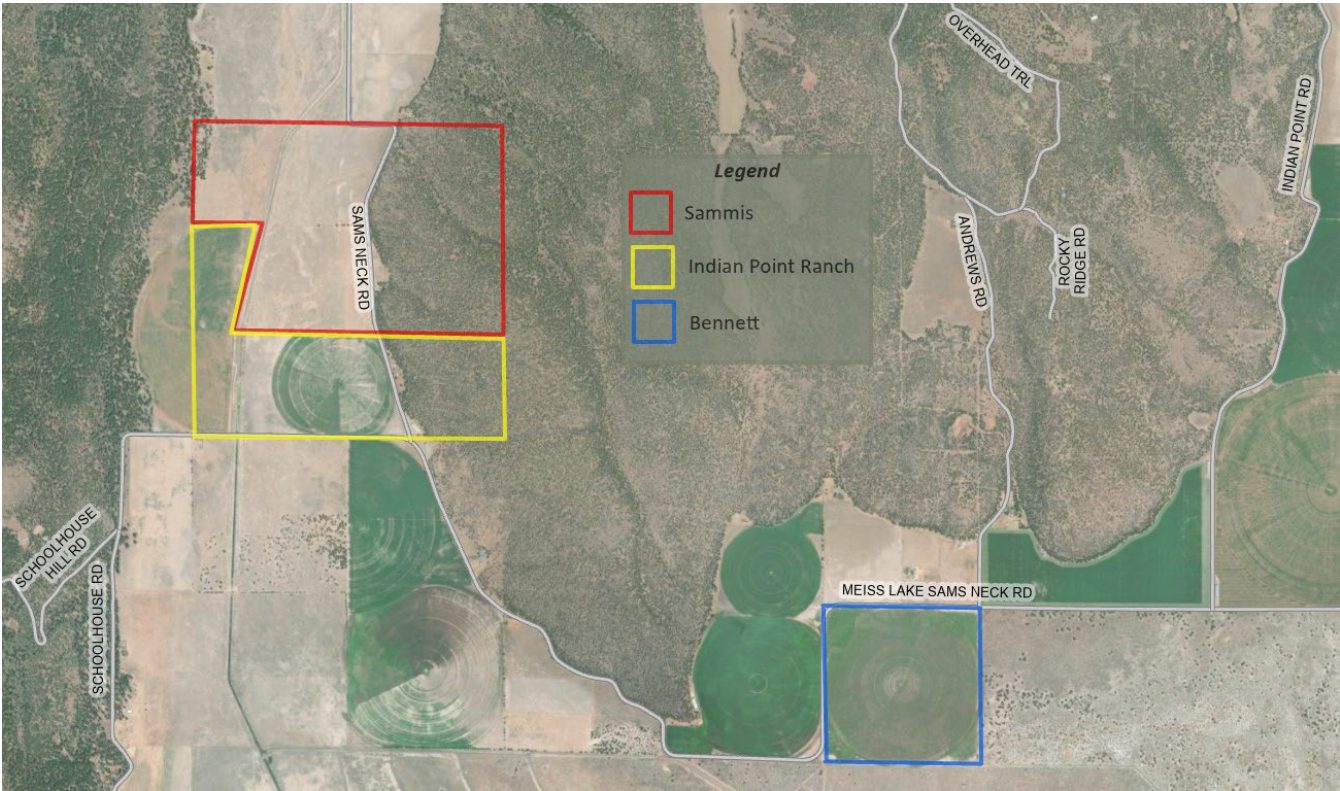


Exhibit A – Property Under Current Contract 72018

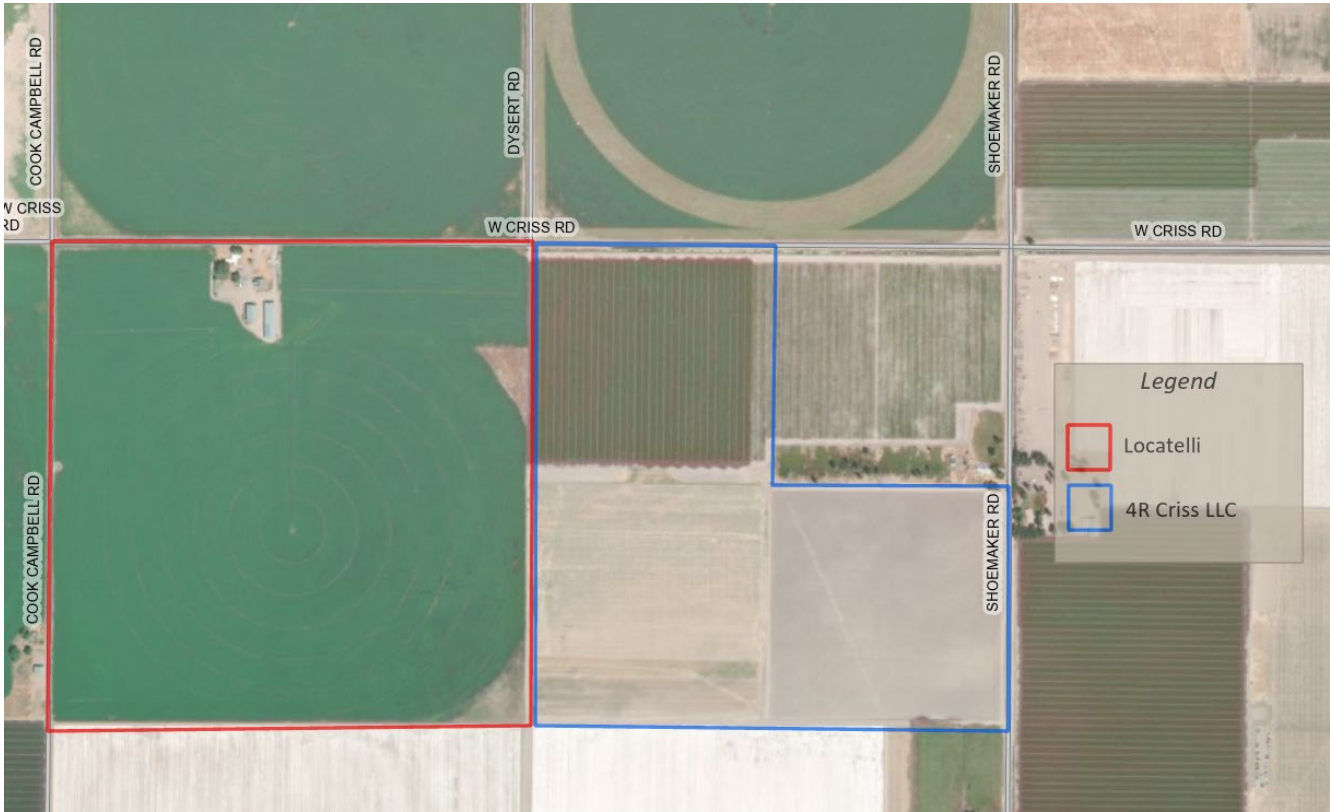


Exhibit B – Property Under Current Contract 71020B

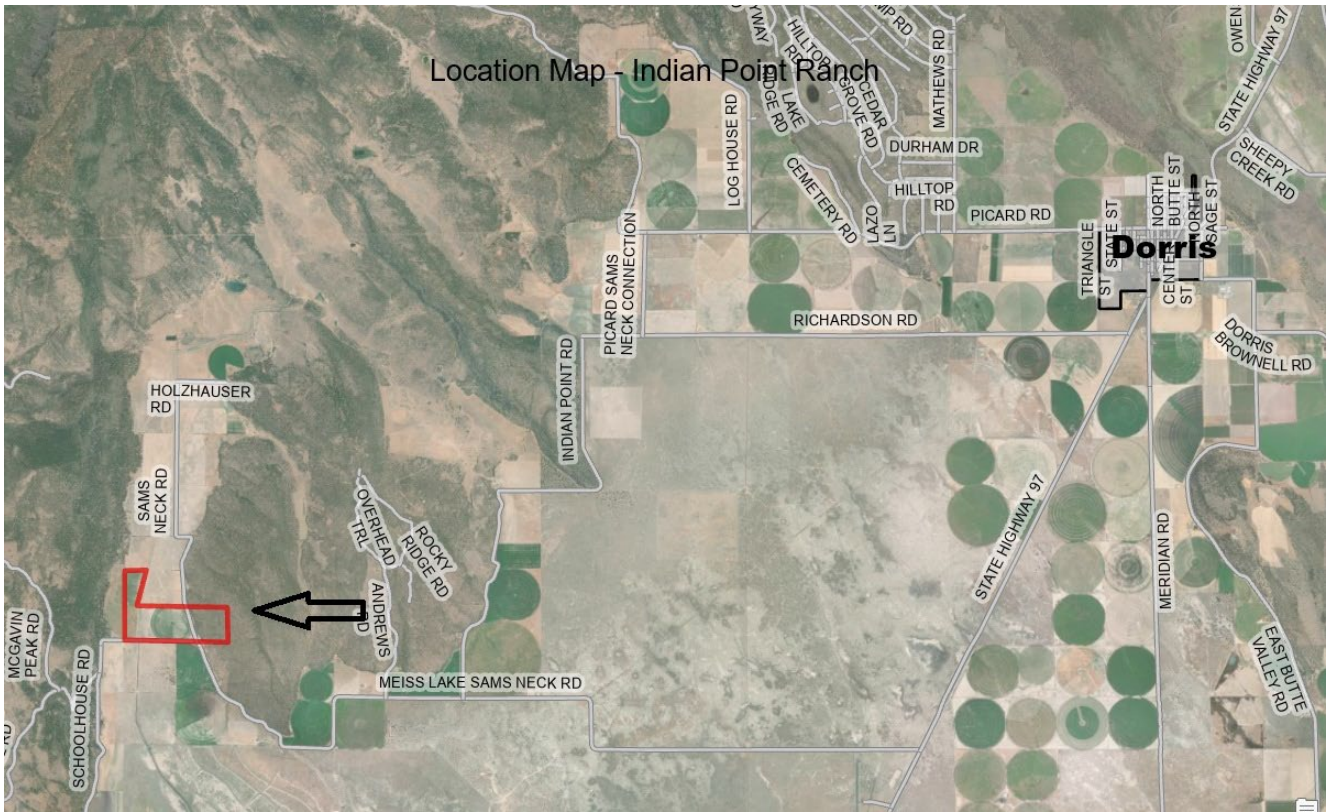


Exhibit C – Location Farm #1

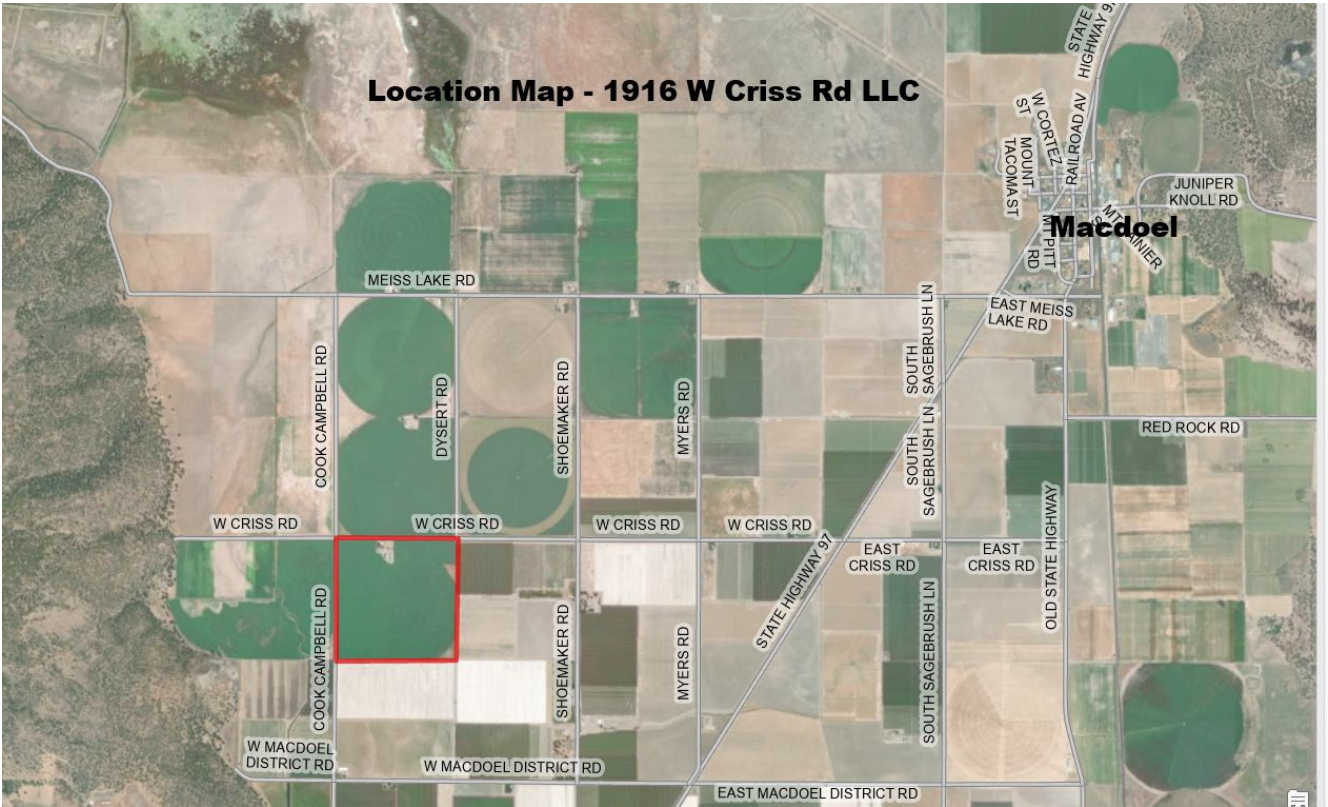


Exhibit D – Location Farm #2

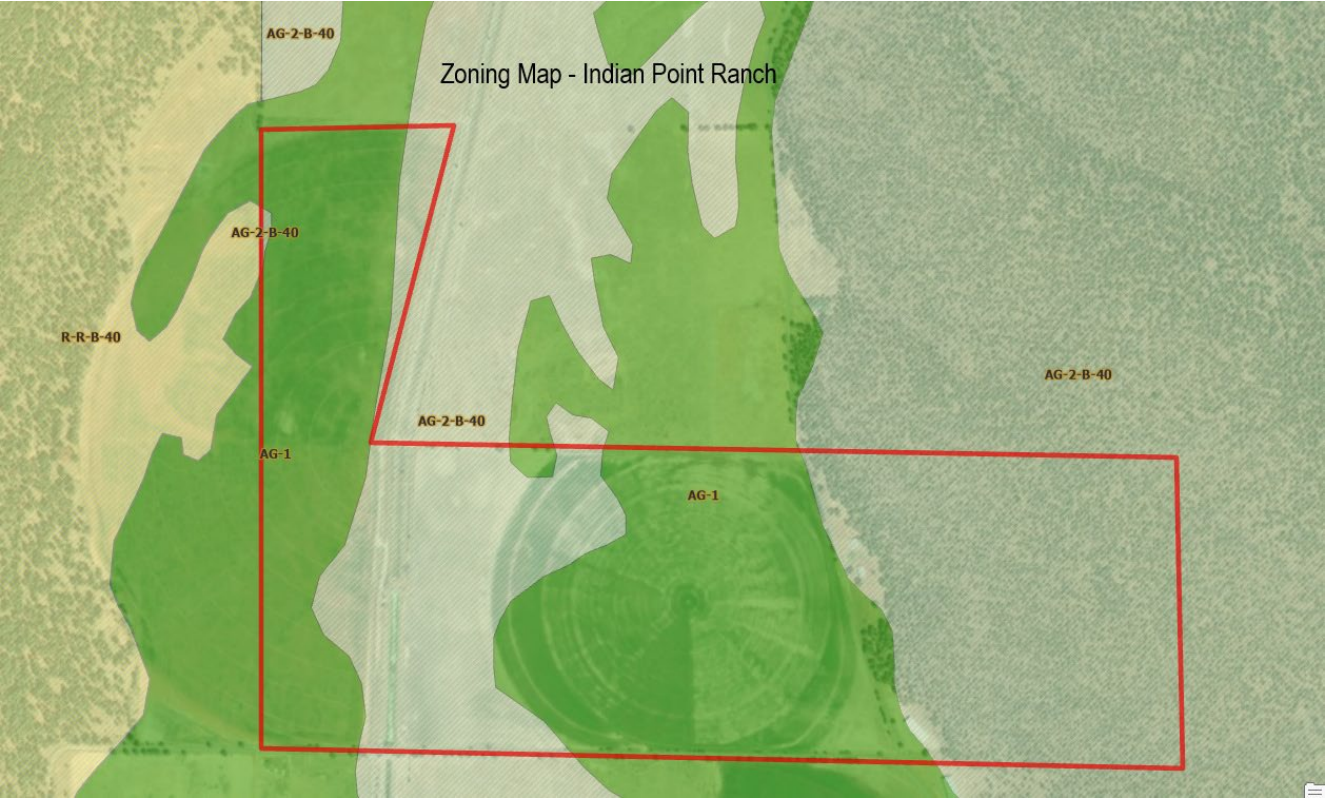


Exhibit E – Zoning Farm #1

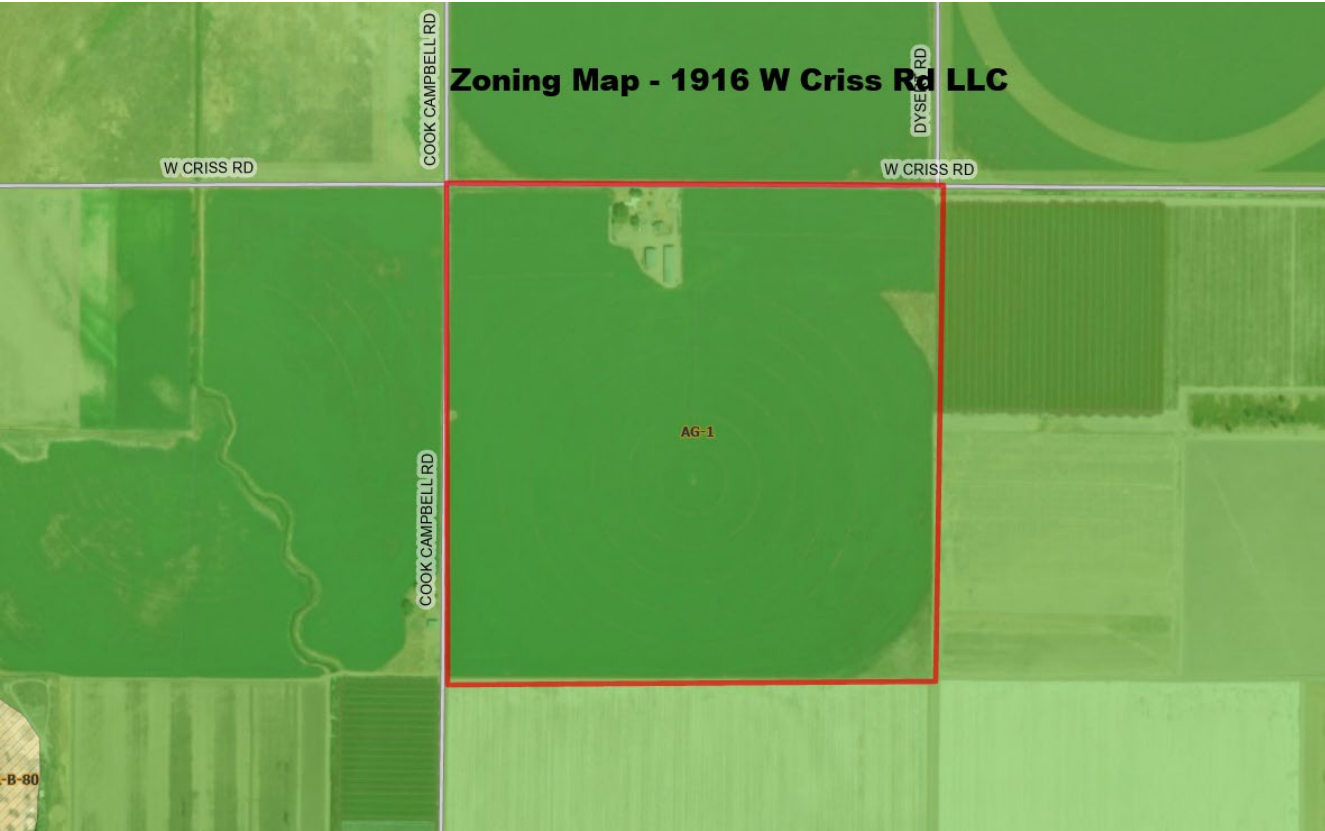


Exhibit F – Zoning Farm #2

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA2517_Ranch 1)

41° 55' 14" N

122° 6' 54" W

122° 5' 24" W

41° 55' 14" N

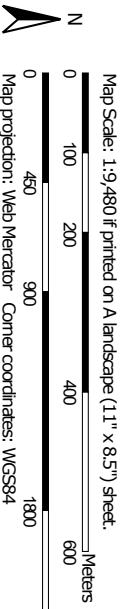


41° 54' 30" N








































122° 6' 54" W

122° 5' 24" W

41° 54' 30" N



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

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
Survey Area Data: Version 20, 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.

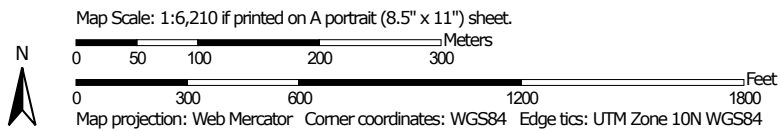
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
111	Dotta sandy loam, 0 to 5 percent slopes, MLRA 21	31.4	12.4%
149	Modoc loam, 0 to 2 percent slopes	110.6	43.4%
163	Rangee variant-Dotta complex, 0 to 2 percent slopes	44.5	17.5%
171	Searles-Orhood complex, 30 to 50 percent slopes	68.1	26.7%
Totals for Area of Interest		254.5	100.0%

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-25-17_Ranch 2)



Soil Map may not be valid at this scale.










































**Natural Resources
Conservation Service**

Web Soil Survey
Exhibit H
National Cooperative Soil Survey

7/16/2025
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		
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	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

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Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	36.8	23.2%
124	Fordney loamy fine sand, slightly wet, 0 to 2 percent slopes, MLRA 21	100.4	63.2%
162	Poman loamy sand, 0 to 2 percent slopes	21.6	13.6%
Totals for Area of Interest		158.8	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): The Sparrow Ranch

Parcel Numbers: 3-071-170 ; 3-071-670

How long have you owned this land? 8 yrs.

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

Company Name: _____ Contact Name: _____

Phone: _____ Email: _____

Type of Agricultural Use:

☐ Grazing

☐ Dry pasture acreage _____ Species: _____ # head _____ # days per yr.

☒ Irrigated pasture acreage _____ Species: _____ # head _____ # days per yr.

☐ Dry farming acreage _____ Crops grown _____ Production per acre _____

☒ Field crop acreage 188⁺ Crops grown Hay Production per acre 5 tons

☐ Row crop acreage _____ Crops grown _____ Production per acre _____

☐ Other acreage _____ Type _____ Production per acre _____

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

Total Acres in Agricultural Production: _____

☐ Timber Production acreage _____

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 _____ acres ☐ with _____ ag use ☐ only use

☐ Open Space 60 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

Deer Creek Ranch

Land Leased to Others

Name of lessee AT&T Number of acres 188 Acres

Use of land farming

Terms of lease 10yr Lease termination date _____

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 [Signature] Date 5/24/25

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

Owner Name(s): 1916 W Cross Rd, LLC

Parcel Numbers: 003-160-050

How long have you owned this land? 17 yrs

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

Company Name: _____ Contact Name: _____

Phone: _____ Email: _____

Type of Agricultural Use:

- ☐ Grazing
- ☐ Dry pasture acreage _____ Species: _____ # head _____ # days per yr.
- ☐ Irrigated pasture acreage _____ Species: _____ # head _____ # days per yr.
- ☐ Dry farming acreage _____ Crops grown _____ Production per acre _____
- ☒ Field crop acreage 150 Crops grown Hay Production per acre 5 tons
- ☐ Row crop acreage _____ Crops grown _____ Production per acre _____
- ☐ Other acreage _____ Type _____ Production per acre _____

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

Total Acres in Agricultural Production: _____

☐ Timber Production acreage _____

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 10 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 _____ 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 lessee Deer Creek Ranch Number of acres 150 Acres
Use of land Farming
Terms of lease 10 years Lease termination date _____

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 [Signature] Date 5/22/25

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

FILED

DEC 14 4 32 PM '71

NORMA PRICE, CLERK

BY Norma Price
DEPUTY

10191

FORM APPROVED #96

OK This 14th day of Dec, 1971

MICHAEL T. HENNESSY

County Counsel

Frank J. Deharco
DEPUTY COUNTY COUNSEL

SISKIYOU COUNTY, CALIFORNIA

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

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

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

APPLICANT'S ADDRESS: Box 257, Morris, Calif.

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

RECORDED AT REQUEST OF
Siskiyou County Clerk

05 FEB 25 1972
OFFICIAL RECORD SISKIYOU COUNTY, CALIF.

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

FEB 25 1972

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RECORDER

FEE \$ No Chg.

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>grazing</u> -	<u>3-070-020</u>	<u>427</u>
<u>grazing</u> -	<u>3-080-060</u>	<u>160</u>
<u>grazing</u>	<u>3-070-050</u>	<u>213</u>

Total acreage 800

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: Rose M. Cross

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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:

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

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

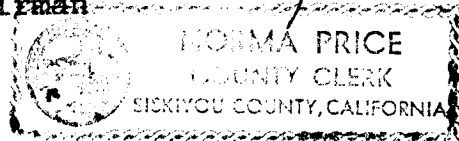
Clerk

Chairman

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

ss.



On this 13th day of February, 1972, 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.

Notary Public

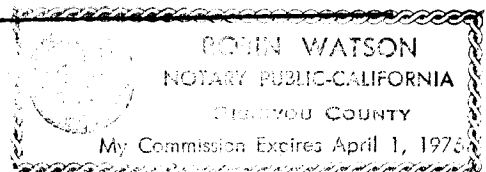
My Commission Expires: _____

00000

STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.



On this 14th day of December, 1971,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Rose M. Cross
known to me to be the person whose
name subscribed to the within instrument, and
acknowledged to me that she executed the same.

Notary Public

My Commission expires: _____

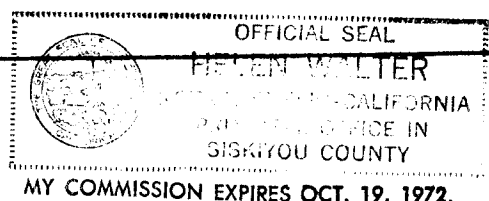


EXHIBIT "A"

List Assessor's Parcel Numbers below

3-070-070

3-070-080

3-080-060

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

9th day February 1972

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

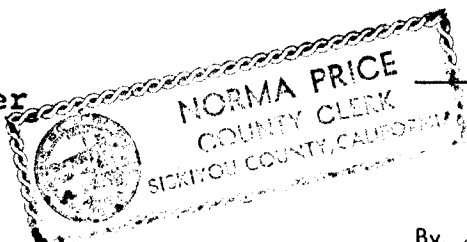
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

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

cc: File
Recorder



NORMA PRICE

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

By

Joanne Kendrick
Deputy Clerk

MEMBERS:

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

Board of Supervisors
of
SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

- Rose M. Cross
- Box 257
- Dorris, California

Dear Ms. Cross:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, ⁶⁵¹was recorded February 25, 1972, Vol. 387, Page 387, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy

MAY 5 10 34 AM '71

Vol. 620, Page 439

RECORDER

FEE \$

No Charge

11487

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:

Donovan C. Griffin
Star Rt Box 15
Macdoel, Calif 96058

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

Donovan C. Griffin
Violet P. Griffin

OWNER

ATTEST:

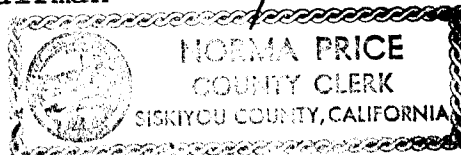
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

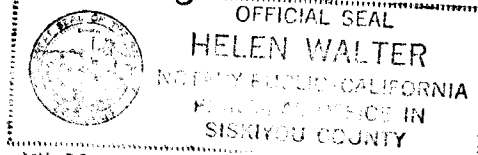
Ernest C. Hayden
Chairman

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 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.



Helen Walter
Notary Public

MY COMMISSION EXPIRES APRIL 11, 1972.
My Commission Expires

oo0oo

STATE OF CALIFORNIA)
COUNTY OF)

ss.

On this 23rd day of January, 1971,
before me, Betty Pitman, a Notary
Public, in and for said Siskiyou County, personally
appeared Donovan C. Griffin & Violet P. Griffin
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.

Betty Pitman
Notary Public

My Commission expires: MY COMMISSION EXPIRES APRIL 11, 1972.

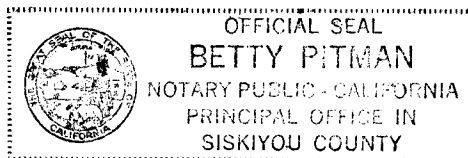


EXHIBIT "A"

List Assessor's Parcel Numbers below

90-05

3-160-050

90-05

3-160-060

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 28th day of December, 1970.

THE FEDERAL LAND BANK OF BERKELEY

LIENHOLDER

By

Elizabeth Anderson
Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this _____ day of _____, 19____,
before me, _____ a Notary Public, in
and for said _____ County, personally appeared
_____ known to
me to be the person _____ whose name _____ subscribed to the
within instrument, and acknowledged to me that _____
executed the same.

Notary Public

My Commission Expires: _____

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.

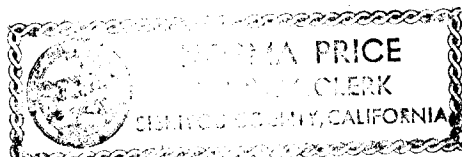
ABSENT: None.

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