

Staff Report

Submission Date: August 27, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Merlo APA-25-21, Williamson Act Contract No. 71013, 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 east of the city of Etna, east of McConaughy Gulch Road and south of Bearcat Road, on APN 023-321-100 and 023-341-230 (portion), Township 42N, Range 8W, Section 34, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71013
B. Map of property under existing contract 84001
C. Location Map
D. Zoning Map
E. NRCS Soils Data and Maps
F. Williamson Act Contract Amendment Questionnaire
G. Existing Contract 71013 and Establishment of Agricultural Preserve
H. Existing Contract 84001 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.

During the review process it was found that portions of the legal parcel are under two different contracts. Staff discussed this issue with the property owner and the application was revised to include the entire legal parcel.

The subject property is approximately 627.07 acres, which a portion is under a contract that has multiple property owners.

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

Parcel Creation

- APNs 023-321-100 and 023-341-230 together are one 627.07-acre legal parcel as described as shown in the Parcel Map filed on October 13, 1981 in Parcel Map Book 8 at Page 186, in the Siskiyou County Records.

Parcel History

Williamson Act Contract

- 520 acres of the subject property is a portion of Williamson Act Contract No. 71013 (Clerk's Record - 7) as recorded on May 5, 1974, the Siskiyou County Records in Volume 621 at Page 216.
- 107.07 acres of the subject property is a portion of Williamson Act Contract No. 84001 as recorded on January 23, 1985, in the Siskiyou County Records as Document No. 85-0848

Agricultural Preserve

The subject property is within an Agricultural Preserve which is made up of property that is not contiguous or owned in common.

- 520 acres if the subject property is within an Agricultural Preserve as established by Board of Supervisor's Minute Order dated February 23, 1971.
- 107.07 acres of the subject property is within and Agricultural Preserve as established by Board of Supervisor's Resolution 84-362.

Analysis

Preserve Requirements

Property ownership

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

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

The subject property consists of one 627.07-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.

The property proposed to be part of the preserve is zoned Rural Residential Agricultural (R-R) as shown on the zoning map (Exhibit D).

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 627.07 acres, the parcel meets 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 86.92-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
148	388	VI	6:1	64.67
178	101.66	VII	10:1	10.17
216	88	VIII	0:1	0
184	11	VI	6:1	1.83
166	15	IV	4:1	3.75
152	12	III	2:1	6
146	1	III	2:1	0.5
Total	627.07			86.92

Production Uses

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

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

Compatible Uses

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

There are currently no other uses occurring on the property.

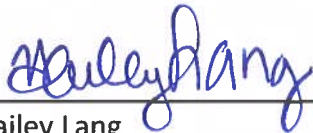
Pursuant to the County Rules Section II., the Agricultural Preserve Administrator (Administrator) will review applications and make recommendations concerning creating new or proposed modifications to an Agricultural Preserve, entering new contracts, making revisions to existing contracts and terminating 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 a new preserve consisting of the 627.07 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 627.07-acre preserve.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on August 27, 2025.
Copies are available for review at Siskiyou County Planning, 806 S. Main Street,
Yreka, California.

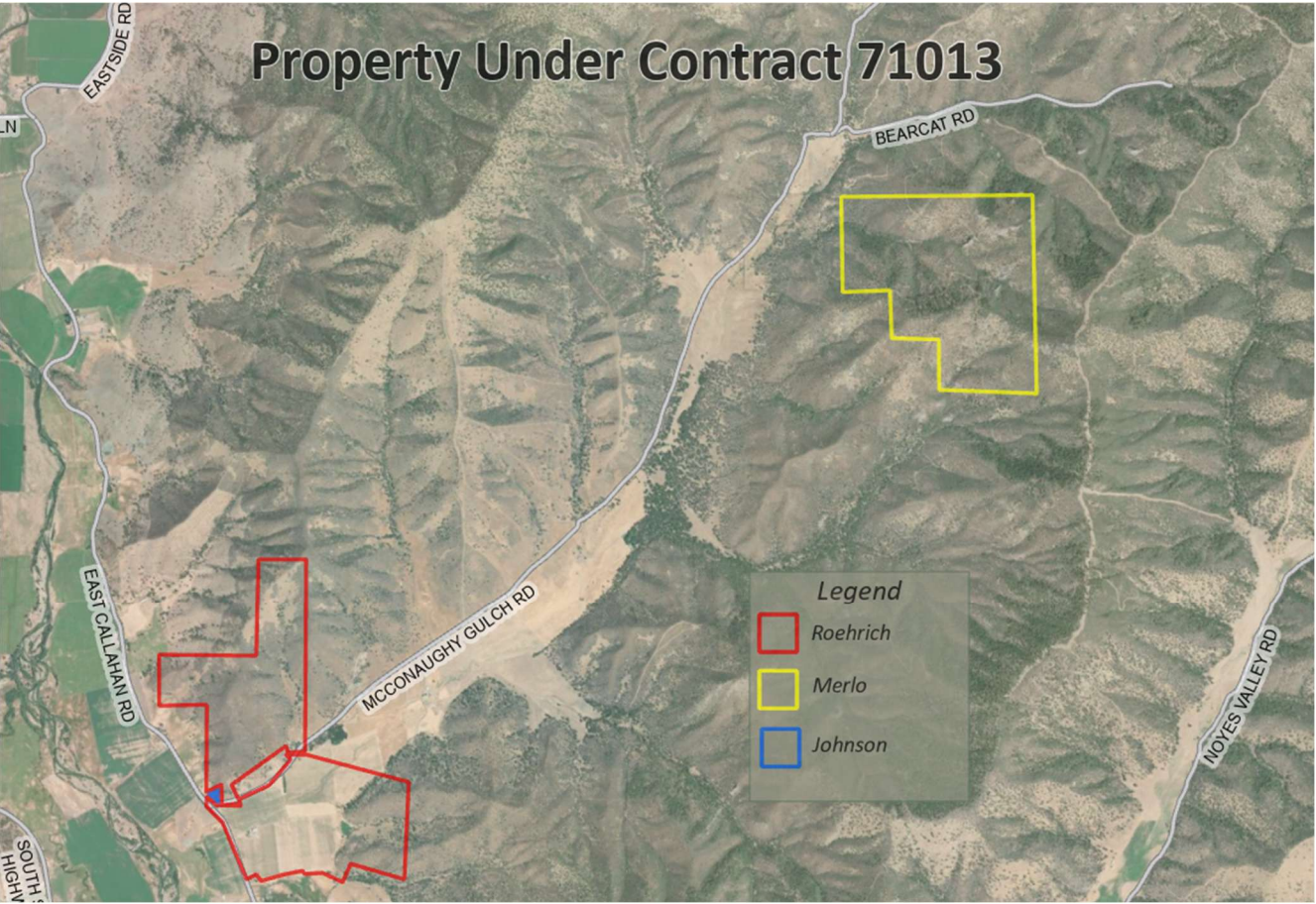


Exhibit A – Property Under Current Contract 71013

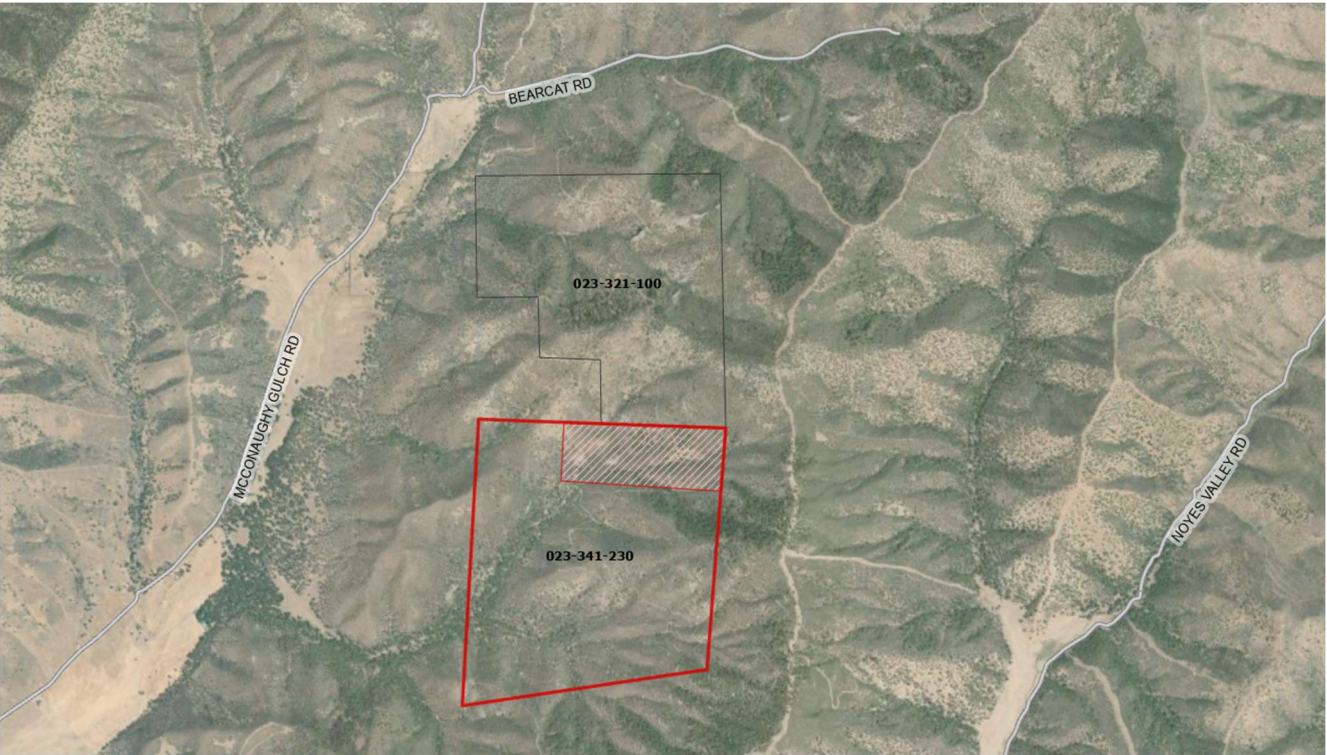


Exhibit B – Property Under Current Contract 84001 (Hatched area to be included in new contract)



Exhibit C – Location

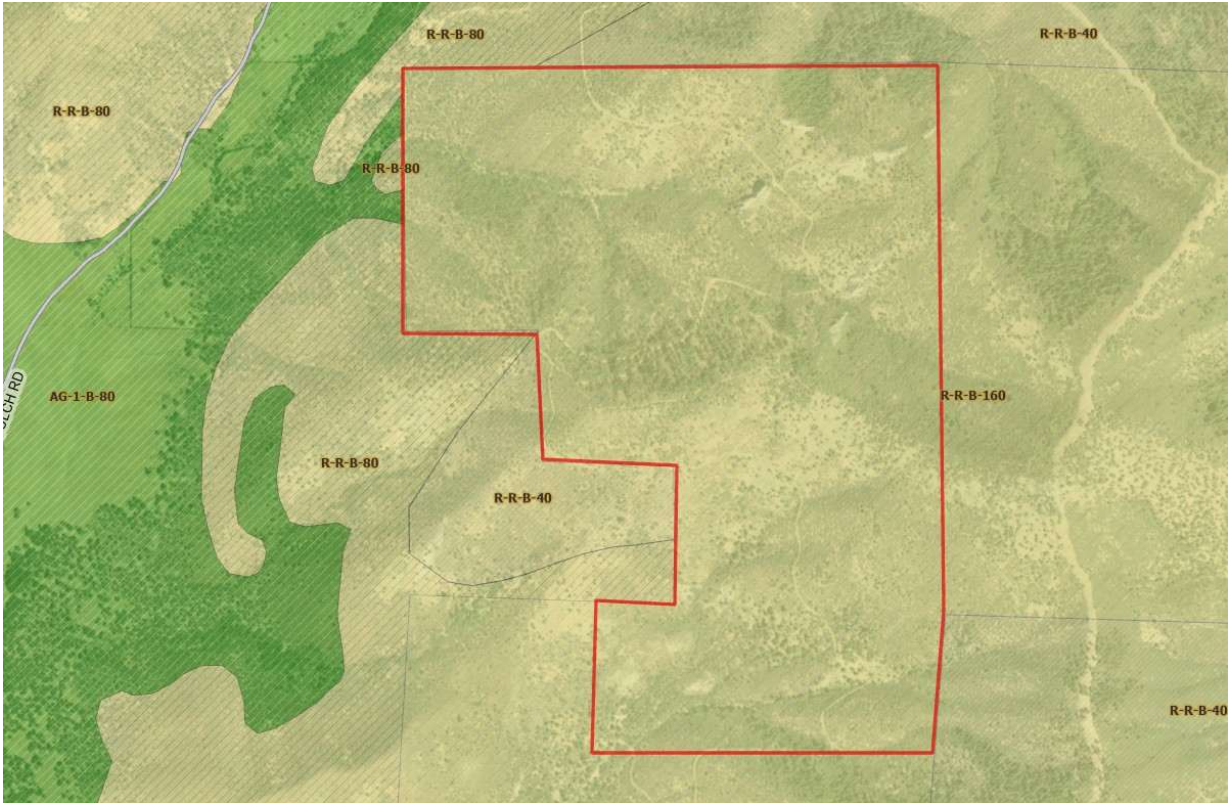


Exhibit D – Zoning

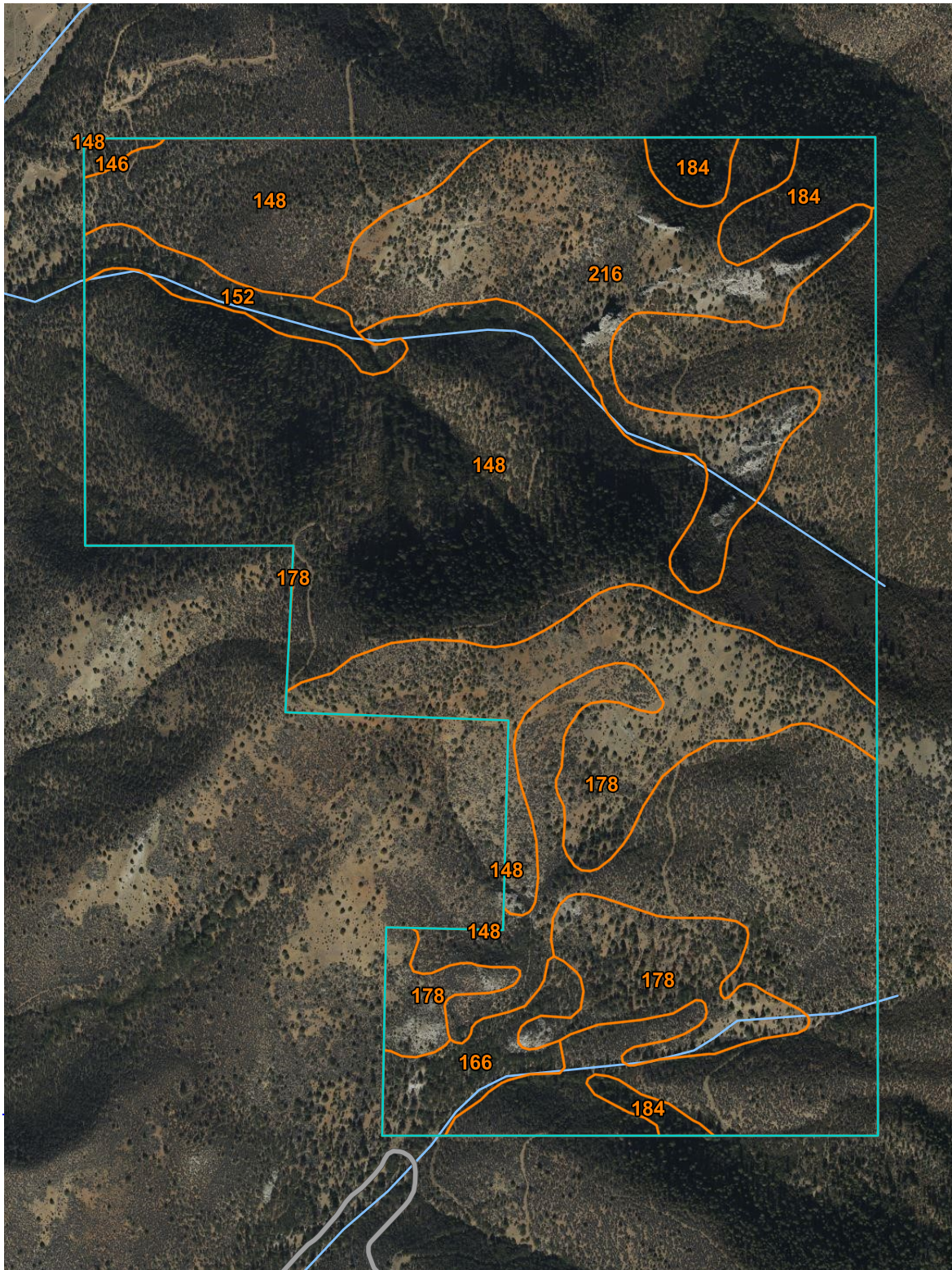
Soil Map—Siskiyou County, California, Central Part
(APA-25-21)

122° 46' 7" W

122° 44' 42" W

41° 27' 16" N

41° 27' 16" N



41° 25' 52" N

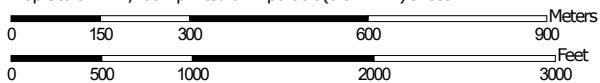
41° 25' 52" N

122° 46' 7" W

122° 44' 42" W



Map Scale: 1:12,700 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
Exhibit E
National Cooperative Soil Survey

7/30/2025
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

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
146	Duzel gravelly loam, 5 to 9 percent slopes	1.7	0.3%
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	391.9	62.1%
152	Facey loam, 5 to 15 percent slopes	12.6	2.0%
166	Kinkel very gravelly loam, 2 to 15 percent slopes	15.0	2.4%
178	Lithic Xerorthents-Rock outcrop complex, 0 to 65 percent slopes*	102.4	16.2%
184	Marpa-Kinkel-Boomer, cool complex, 15 to 50 percent slopes	19.1	3.0%
216	Rock outcrop	88.5	14.0%
Totals for Area of Interest		631.3	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): Arabella Merlo ETAL

Parcel Numbers: 023-321-100

How long have you owned this land? 1984
Family

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 520 Species: _____ # head _____ # days per yr.

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

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

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

☐ 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: 520

☐ 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 _____ 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 Rick Hayden Number of acres Full 520
Use of land Cattle Ranch
Terms of lease Cash Lease termination date on-going

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 Isabella Merlo ETAL Date 6-25-25

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

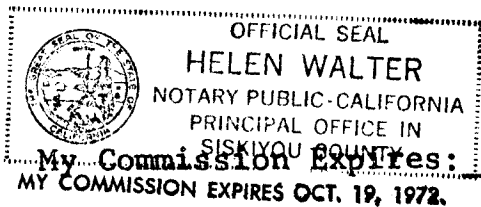
Ernest A. Hayden
Chairman

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

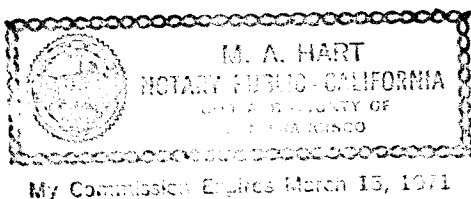
oo0oo

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



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EXHIBIT "A"

List Assessor's Parcel Numbers below

23-12-5

280 ac.

23-55-3

73 acres

23-32-3

570 pesos

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

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Exhibit G

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

BOARD OF SUPERVISORS

85000848

Filing Deadline:
October 1, 5:00 P.M. of
Current Year

COUNTY OF SISKIYOU

Page 1 of 22 pages

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: \$100 First Parcel + \$5 for Each Additional Parcel for
Each Application - NON REFUNDABLE.

Separate applications are required if different parcels have different
lienholders.

OWNER/OWNERS NAME AS RECORDED: Edward C. Merlo and Anita J. Merlo, Husband
and wife as community property
(Include trust deed or other encumbrance holders. Use separate
sheet if necessary. If none, write "None").

Trust Deed Holder L.B. Properties

APPLICANT'S NAME (If other than above)

APPLICANT'S ADDRESS P. O. Box 627, Woodbridge, CA 95258

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: Edward C. Merlo

MAILING ADDRESS: P. O. Box 627, Woodbridge, CA 95258

DESCRIPTION OF PROPERTY Lots 9, 10, 11 & 12 and the south 109.4 AC. of Lot 8. The
map of Tract 1078 filed in the office of the Siskiyou County
Recorder on January 14, 1981 on Parcel Map Book 8, Pages 82
thru 92

Present Agricultural Use	Assessor's Parcel No.	Acreage
Grazing	23-341-010	120.0
"	23-341-020	109.4
"	23-341-030	161.5
"	23-341-040	113.5
"	23-341-050	160.2
Total Acreage		664.4 +

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:

Edward C. Merlo
Anita J. Merlo

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

SISKIYOU COUNTY, CALIFORNIA

Exhibit H

85000848

Page 2 of 22 pages

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

JAN 23 2 04 PM '05
#85000848

PREAMBLE TO LAND CONSERVATION CONTRACT

RECORDED FEE \$ No Charge

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 19 85, 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:

23-341-010

23-341-020

23-341-030

23-341-040

23-341-050

Notice to the Owner shall be addressed as follows:

Edward C. Merlo

P. O. Box 627

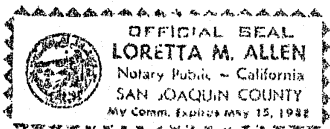
Woodbridge, CA 95258

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

Edward C. Merlo
Anita J. Merlo

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN



On this 31st day of May in the year 1984, before me LORETTA M. ALLEN, a Notary Public, State of California, duly commissioned and sworn, personally appeared EDWARD C. MERLO and ANITA J. MERLO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person s whose names are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SAN JOAQUIN County of in this certificate.

Loretta M. Allen

Notary Public, State of California

My commission expires 5/15/88

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32--Acknowledgement to Notary Public-Individuals (i.e. sec. 1189.)

ATTEST: NORMA PRICE, CLERK
BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, Board of
Supervisors

Roe Turbow
Clerk

Roger Zwanziger
Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On November 28, 1984, before me, Jolene Pace, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Roger Zwanziger, personally known to me to be the person who executed this instrument as Chairman of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: November 28, 1984.

NORMA PRICE, County Clerk and
Ex-Officio Clerk of the Board

Deputy:

Jolene Pace
Signature

(Seal)

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by Edward C. Merlo & Anita J. Merlo and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 5th day of June 19 84.

Parcels 9, 10, 11, 12 and
a portion of 8
Tract 1078
Scott Valley

John Moody U.P.
Lienholder
L.B. Properties Inc.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 5th day of June 19 84,
before me, D. MINDER a Notary Public
in and for said SISKIYOU County, personally
appeared JOHN MOODY known to me to be the
person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.



D. MINDER
NOTARY PUBLIC
CALIFORNIA
SISKIYOU COUNTY
COMMISSION
EXP. DEC. 8, 1987

D. Minder

Notary Public

My Commission Expires: December 8, 1987

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

85000848

Page 12 of 22 pages

OWNER'S NAME Edward C. Merlo ADDRESS P. O. Box 627, Woodbridge, CA 95258
PARCEL NUMBERS 23-341-010 23-341-020 23-341-030 23-341-040
23-341-050

HOW LONG HAVE YOU OWNED THIS LAND? Purchased March 1, 1984

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____
Irrigated pasture acreage _____ Carrying capacity _____
Dry farming acreage _____ Crops grown _____ Production per acre _____
Field crop acreage _____ Crops grown _____ Production per acre _____
Row crop acreage _____ Crops grown _____ Production per acre _____
Grazing AUM _____ Term _____ Fees paid _____
Other acreage 664.4+ Type Hill grazing Production per acre _____

OTHER INCOME: none

Hunting rights \$ _____ per year _____ acres _____ Fishing Rights \$ _____ per year _____
Other recreational rights \$ _____ per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner N/A No. of acres _____
Rental fee per acre _____ Use of land _____
Terms of lease _____ Lease termination date _____
Share cropped with others: Crop _____ % to owner _____ Acres _____

LAND LEASED TO OTHERS:

Name and address of lessee Entire property (including adjacent ranch) leased to William McDonald, 1123 Russ Bldg., San Francisco, CA 94104
No. of acres entire parcel Rental fee per acre _____ Use of land grazing
Terms of lease year to year Lease termination date Dec. 31, 1984
Share cropped to others: Crop _____ % to owner _____ Acres _____
List expenses paid by land owner Property taxes, insurance and any major repairs to buildings paid by owner.

REMARKS ON INCOME, ETC.: I have owned the adjacent 4,500 + acres for some time. I have leased the entire ranch including this new area for \$20,000 for 1984. The attached Exhibit B shows my entire ranch with the new property marked in red. You will also note that when I purchased this new property, I purchased 520 AC in Section 34 (A.P. 23-321-100) that his parcel is already in an agricultural preserve. 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 Edward C. Merlo Date JUNE 1, 84

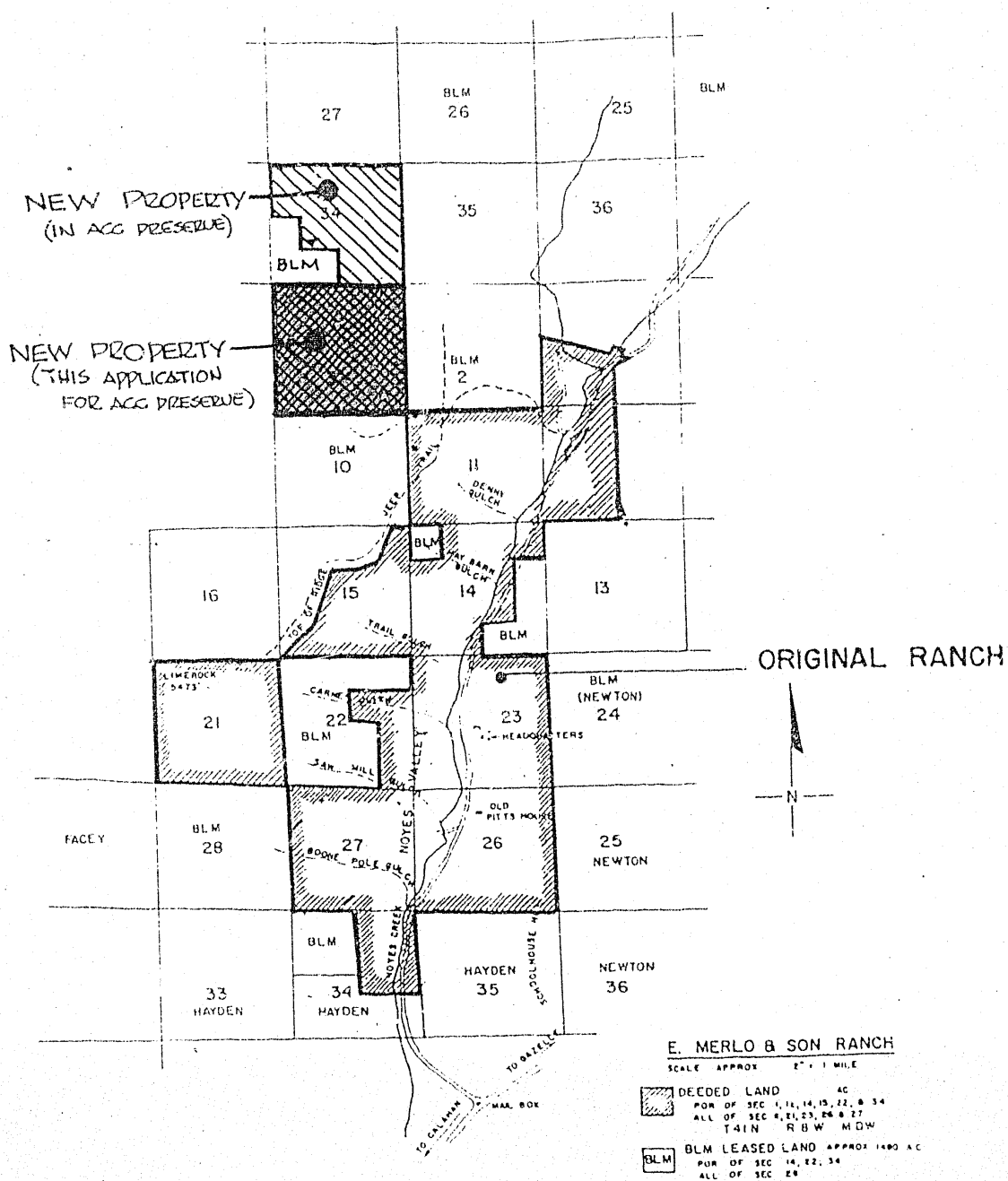
Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

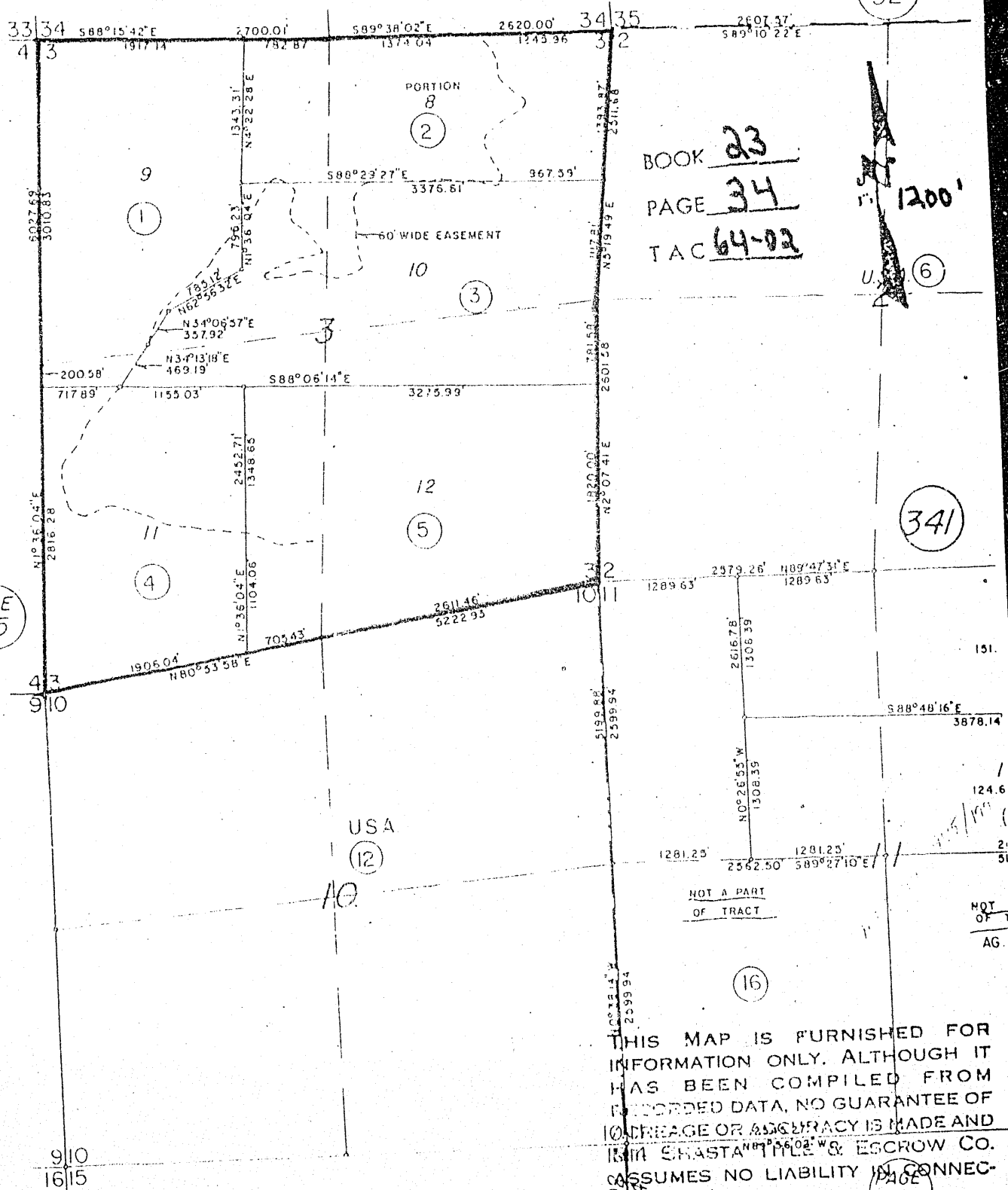
Adopted 11-28-72

Exhibit H

85000848

Page 13 of 22 page





BOOK 23
PAGE 34
TAC 64-02

1200'

341

PAGE
35

USA
(12)

NOT A PART
OF TRACT

NOT
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THIS MAP IS FURNISHED FOR
INFORMATION ONLY. ALTHOUGH IT
HAS BEEN COMPILED FROM
RECORDED DATA, NO GUARANTEE OF
ACCURACY OR ASSURANCE IS MADE AND
THE SURVEYOR & ESCROW CO.
ASSUMES NO LIABILITY IN CONNEC-
TION THEREWITH.

PAGE
39

B.L.A.
VOL. 9