

Staff Report

Submission Date: August 26, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Owens APA-25-23, Williamson Act Contract No. 74012, 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 north of the city of Montague on Reservoir Road, on APN 013-280-430, Township 45N, Range 6W, Section 16, MDB&M.

Exhibits: **A.** Map of property under existing contract No. 74012
B. Location Map
C. Zoning Map
D. NRCS Soils Data and Maps
E. Williamson Act Contract Amendment Questionnaire
F. Existing Contract 74012 and Establishment of Agricultural Preserve

Background and Discussion

The applicant recently acquired the subject property. He has requested to rescind the property from the existing Williamson Act Contract and reissue a contract consisting solely of property under his ownership. The subject property is approximately 413.45 acres, which is currently under contract with one other property owner.

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

Parcel Creation

- APN 013-280-430 is one 413.45-acre, legal parcel as described as the Remainder Parcel of Parcel Map Book 12-76 as Recorded on June 13, 2000, in the Siskiyou County Records as Document No. 2000-6569.

Parcel History

Williamson Act Contract

- The subject property is a portion of Williamson Act Contract No. 74012 (Clerk's Record – 207) as recorded on February 25, 1974, in the Siskiyou County Records in Volume 704 at Page 526.

Agricultural Preserve

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

- The subject property is within the Agricultural Preserve as established by Board of Supervisor's Resolution 414 in Book 2.

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

Preserve Size

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

The subject property consists of one 413.45-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 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.

At 413.45 acres, the parcels meet 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 187.32-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).

Soil Type	Acres +/-	Class	Ratio to Class	Equivalent
153	25.5	V	6:1	4.25
177	19	VII	10:1	1.9
192	45.5	III	2:1	22.75
193	25.5	III	2:1	12.75
195	5.5	VI	6:1	0.92
217	107.5	III	2:1	53.75
218	18	III	2:1	9
219	26.5	III	2:1	13.25
220	127.5	III	2:1	63.75
221	10	III	2:1	5
239	3	VIII	0:1	0
Total	413.45			187.32

Production Uses

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

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

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.

Surface Mining

County Rules Section IV, Item B allows for compatible uses, specifically surface mining if conducted in accordance with county, state and federal law.

There is one 18-acre active mine which is permitted by the County.

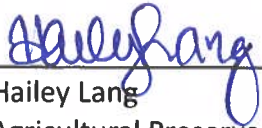
Pursuant to the County Rules Section II., the Agricultural Preserve Administrator (Administrator) will review applications and make recommendations concerning creating new or proposed modifications to an Agricultural Preserve, entering new contracts, making revisions to existing contracts and terminating 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 413.45 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 413.45-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 26, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

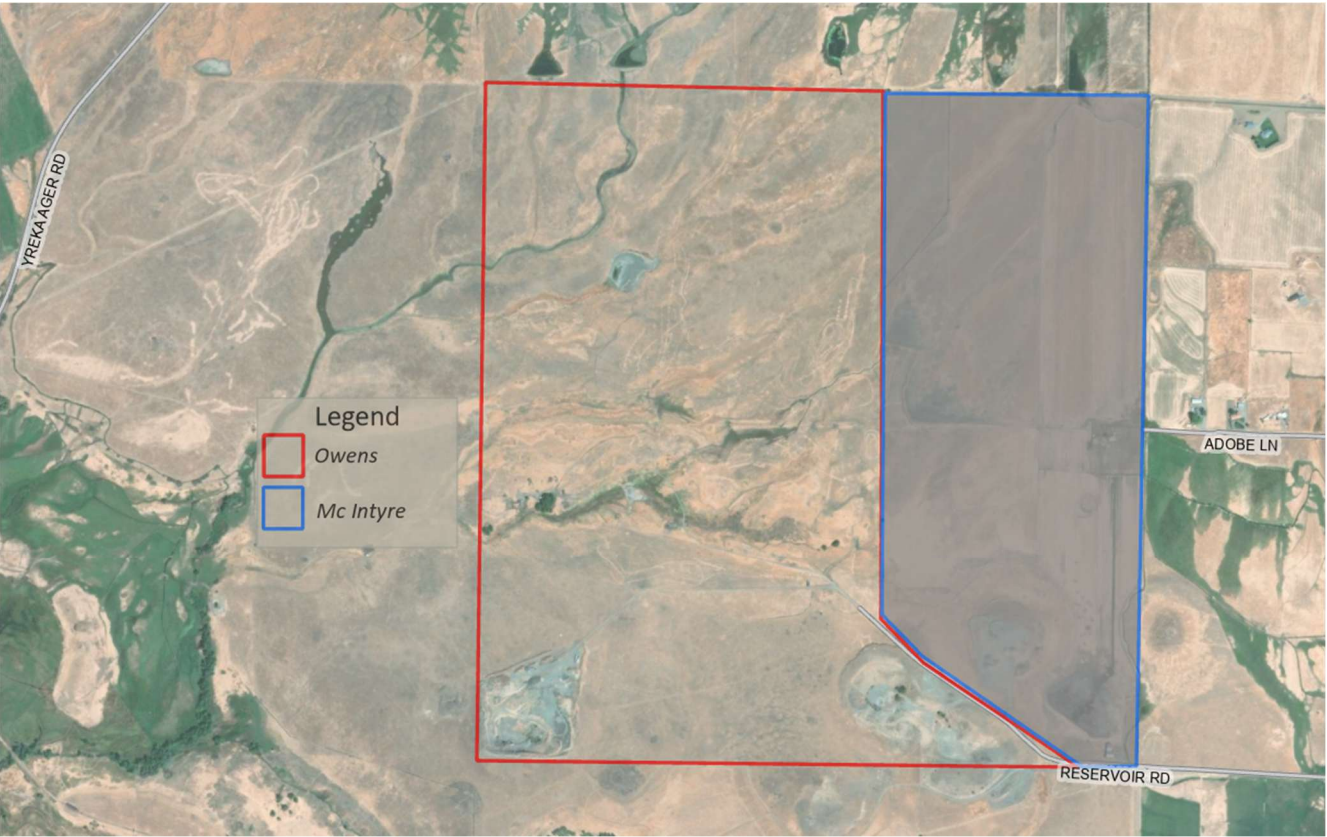


Exhibit A – Property Under Current Contract 74012



Exhibit B - Location

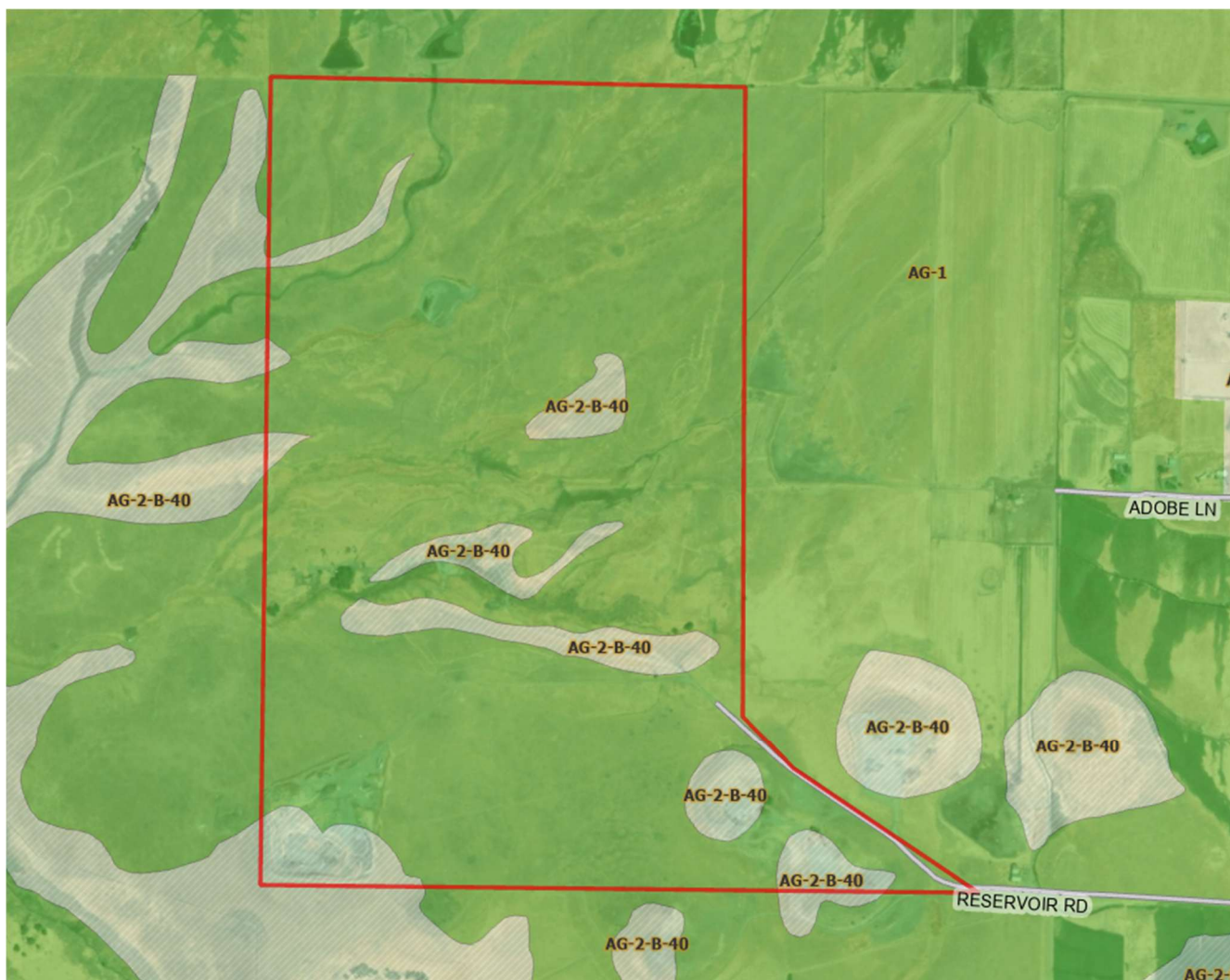


Exhibit C – Zoning

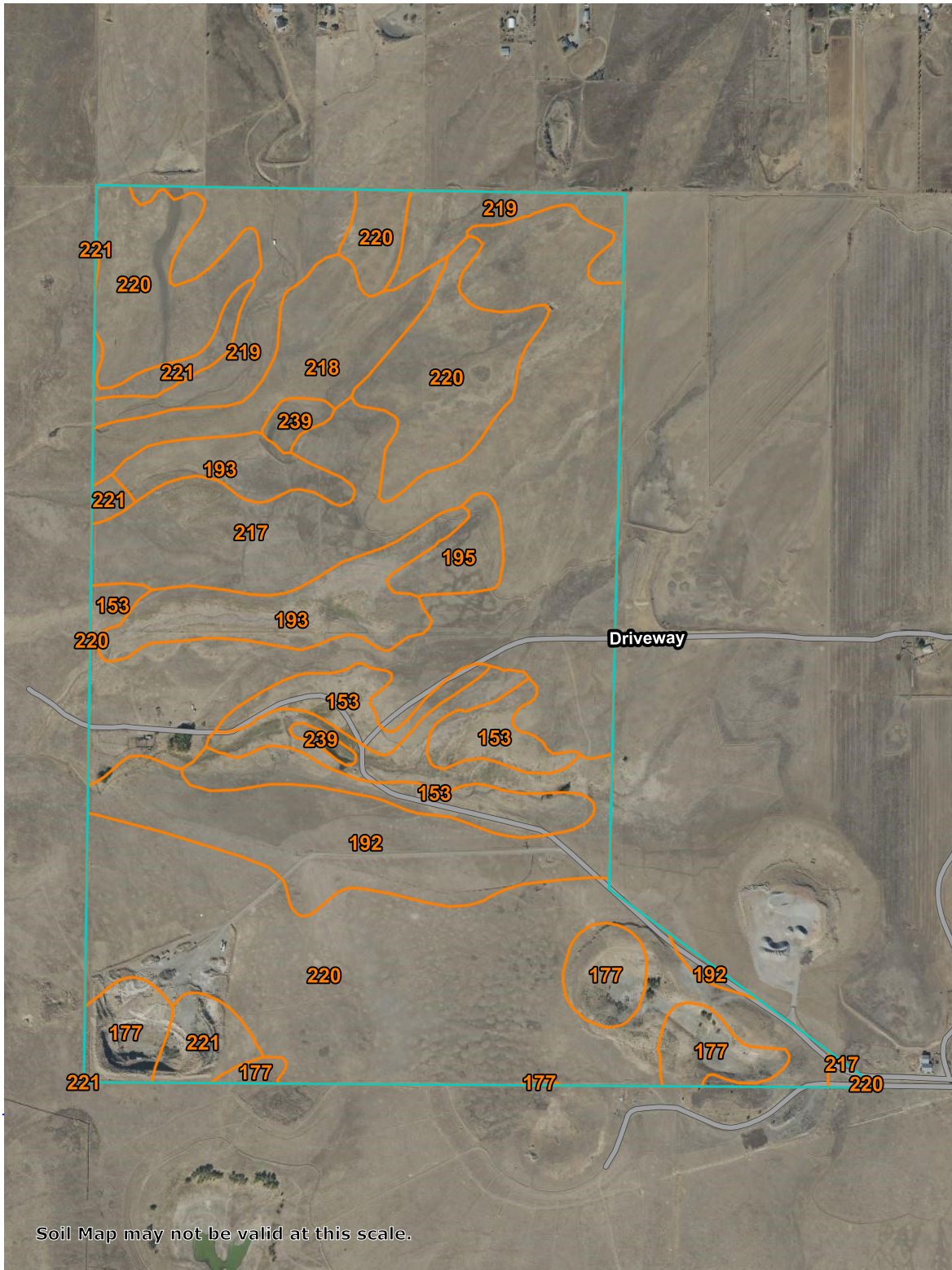
Soil Map—Siskiyou County, California, Central Part
(Owens)

122° 33' 21" W

122° 32' 5" W

41° 45' 36" N

41° 45' 36" N



41° 44' 21" N

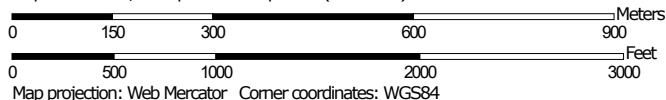
41° 44' 21" N

122° 33' 21" W

122° 32' 5" W



Map Scale: 1:11,300 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 D
National Cooperative Soil Survey

7/17/2025
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.

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

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

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

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

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

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

Soil Survey Area: Siskiyou County, California, Central Part
Survey Area Data: Version 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
153	Gazelle silt loam	25.7	6.2%
177	Lithic Haploxerolls-Rock outcrop complex, 0 to 65 percent slopes*	19.1	4.6%
192	Montague clay, 0 to 2 percent slopes	45.4	11.0%
193	Montague clay, 2 to 9 percent slopes	25.4	6.1%
195	Montague variant clay, 0 to 9 percent slopes	5.5	1.3%
217	Salisbury clay loam, 0 to 2 percent slopes	107.6	26.0%
218	Salisbury clay loam, 2 to 9 percent slopes	18.2	4.4%
219	Salisbury gravelly clay loam, 0 to 5 percent slopes	26.6	6.4%
220	Salisbury gravelly clay loam, 5 to 9 percent slopes	127.7	30.9%
221	Salisbury cobbly loam, 0 to 9 percent slopes	10.0	2.4%
239	Water	2.8	0.7%
Totals for Area of Interest		413.9	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): TRAVIS OWENS

Parcel Numbers: 013-280-430-000

How long have you owned this land? (9) MO.

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

Company Name: MIKE PETERS Contact Name: MIKE PETERS

Phone: 530-646-6815 Email: mpetersinc@yahoo.com

Type of Agricultural Use:

- ☒ Grazing
- ☒ Dry pasture acreage 172.45 Species: cattle # head 100 # days per yr. Combined
- ☒ Irrigated pasture acreage 241.0 Species: cattle # head 100 # days per yr. Annual
- ☐ 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.) ditch

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 18.8 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 n/a Number of acres _____

Use of land _____

Terms of lease _____ 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  Date 6/30/25

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

FORM APPROVED
This 20th day of Feb., 19 74

10483

207 39

FILED
J. J. DeMarco
Siskiyou County, California

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Carl E. Fiock Jr.
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Scott Kelly Fiock & Catherine D. Fiock

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

APPLICANT'S ADDRESS: Box 54 Montague, Ca 96064

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>Sec 16 Twp 45N R 6W</u>	<u>13-270-050</u>	<u>640</u>

Total acreage 640

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: Carl E. Fiock Jr.

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION: Extensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 25 9 33 AM '74
O. R. Vol 704 Page 526

[Signature]

RECORDER FEE \$ No Charge

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on January 30, 1974, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

13-280-050

640 Ac

Notice to the Owner shall be addressed as follows:

Carl E. Fitch Jr.
Siskiyou Co. 96064

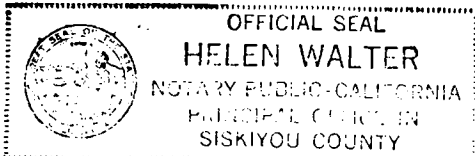
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Carl E. Fitch Jr.

OWNER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 13 day of Dec., 1973,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Carl E. Fitch Jr.
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Helen Walter
Notary Public

My Commission Expires Oct. 12, 1976

ATTEST:

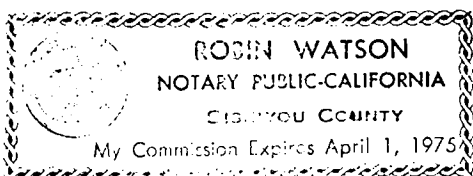
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

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



Robin Watson
Notary Public

My Commission Expires: 4-1-75

T 45 N R 6 W

Tax Area Code
95-02
123-03

13-28

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10-15-02
23-01-02

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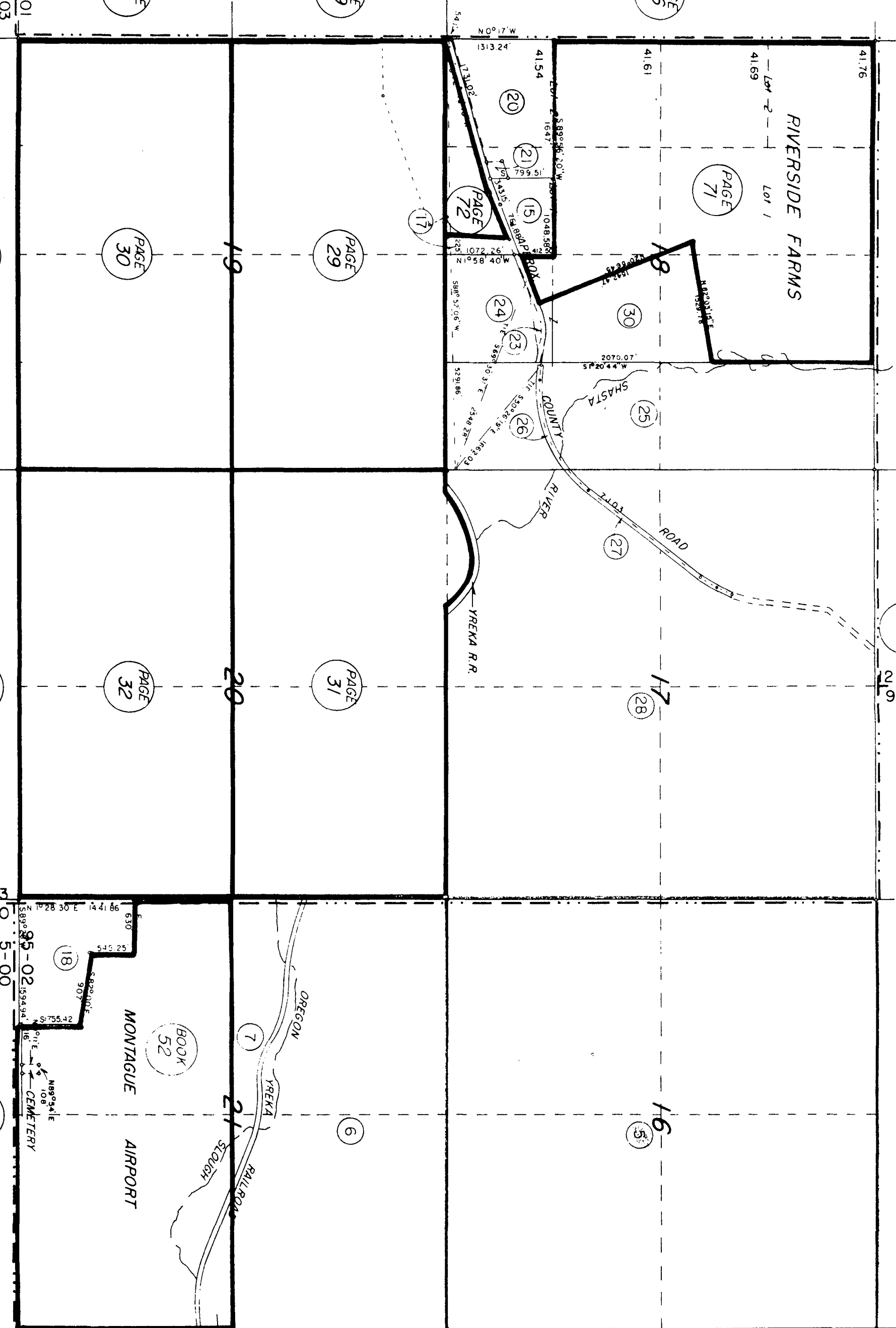
BOOK 52

BOOK 52

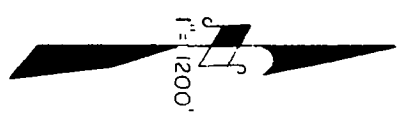
123-01
123-03

704 map 536

map 704 page 537



NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number or parcel number on this map should not be used in any Deed or other legal instrument. EXHIBIT B
REVENUE AND TAX CODE, SECTION 327.



STATE OF CALIFORNIA

COUNTY OF SISKIYOU

ss.

On this 13th day of December in the year one thousand nine hundred and 73, before me, Jewel M. Smith a Notary Public, State of California, duly commissioned and sworn, personally appeared Ernest P. Smith known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

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

Notary Public, State of California

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 13th day of December, 1973.

SCOTT VALLEY BANK

LIENHOLDER

Ernest P. Smith President

STATE OF CALIFORNIA)
) ss.
COUNTY OF **SISKIYOU**)

On this 13 13th day of December, 19 73,
before me, Jewel M. Smith a Notary Public,
in and for said Siskiyou County, personally
appeared Ernest P. Smith known to me
to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he
executed the same.

Notary Public

My Commission Expires: _____

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 13th day of Dec., 19 73.

Catherine D. Fivick
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 13th day of Dec., 19 73,
before me, HELEN WALTER a Notary Public,
in and for said Siskiyou County, personally
appeared Catherine D. Fivick known to me
to be the person whose name is subscribed to the
within instrument, and acknowledged to me that she
executed the same.



Helen Walter
Notary Public

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Carl E. Fieck Jr ADDRESS Box 574 Montague, Ca 96064
PARCEL NUMBERS 13-280-050

HOW LONG HAVE YOU OWNED THIS LAND? 34 Years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 900 Carrying capacity

Irrigated pasture acreage 73 Carrying capacity

Dry farming acreage 156 ~~XXXX~~ Crops grown Grain Production per acre \$20.00

Field crop acreage 171 Crops grown Production per acre

Row crop acreage 0 Crops grown - Production per acre -

Grazing AUM Term Fees paid

Other acreage Type Production per acre

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS: 20 Ac.

Name of Owner Leslie Fieck No. of acres 20 Ac

Rental fee per ~~acre~~ ^{year} 400⁰⁰ Use of land Grass Hay & Hucker Pasture

Terms of lease Yearly Lease termination date Year

Share cropped with others: 0 Crop - % to owner - Acres -

LAND LEASED TO OTHERS:

Name and address of lessee 0

No. of acres - Rental fee per acre - Use of land -

Terms of lease - Lease termination date -

Share cropped to others: 0 Crop 0 % to owner - Acres -

List expenses paid by land owner 0

REMARKS ON INCOME, ETC.:

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

Signed Carl E. Fieck Jr Date 12/13/73

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

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

30th day January 1974

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike
ABSENT: Belcastro and Ray Torrey. Chairman Hayden presiding.
None.

COUNTY ADMINISTRATOR: Richard E. Sierck
COUNTY COUNSEL: Frank DeMarco

COUNTY CLERK: Norma Price
PURPOSE OF MEETING: Adjourned

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

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

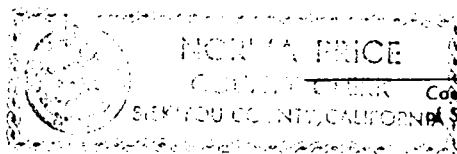
AYES: Supervisors Wacker, Porterfield and Torrey.
NOES: None.
ABSENT: Supervisor Belcastro.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 1-30-74.

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

cc: File
Assessor
Planning
Recorder



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

By

Joanne Laiss

Deputy Clerk