

Staff Report

Submission Date: September 4, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Marchio APA-25-24, Williamson Act Contract No. 71011, 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 intensive farming – hay production with livestock grazing.

Location: The project site is located north of the city of Etna on Highway 3 and Holzhauser Lane and Island Road, on APNs 023-040-210, 023-040-520, 023-040-530, 023-040-320, 023-040-330, 023-450-040, 023-450-100, 023-450-110, 023-040-390, 023-040-400, 023-040-420, 023-040-430, 023-040-470, Township 42N, Range 9W, Sections 9, 10 and 16, MDB&M.

Exhibits:

- A.** Map of property under existing contract No. 71011
- B.** Location Map
- C.** Zoning Map
- D.** Map of 51.6 acres Not Currently Under Contract
- E.** Map of three substandard parcels
- F.** NRCS Soils Data and Maps
- G.** Williamson Act Contract Amendment Questionnaire
- H.** Existing Contract 71011 and Establishment of Agricultural Preserve

Background and Discussion

The applicant has requested to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under their ownership. The subject property is approximately 476.28 acres, which a portion of is currently under a contract which has multiple property owners.

During the initial review, it was found that three of the subject parcels do not meet minimum parcel size requirements (Exhibit E). Parcels should be at least 40 acres in size. Also, a 51.6-acre portion of one 132.45-acre parcel that is proposed to be included is not under Williamson Act Contract or in an Agricultural Preserve (Exhibit D).

Staff reached out to the applicant regarding these issues. The applicant explained that the 51.6-acre portion has continued to be used for hay production, and the substandard parcels are developed with residential and accessory uses, hay and equipment storage, in addition to farming and grazing.

The applicant understands and is not opposed to the non-renewal of the substandard parcels. The applicant would prefer to have the 51.6 acres included in the new contract as opposed to non-renewing the entire 132.45-acre parcel. The result would be a decrease in acreage under contract by issuance of a notice of non-renewal by 25.23 acres and an increase by including the 51.6-acre portion that was previously not under contract.

Parcel Creation

- APNs 023-040-210 and 023-040-320 together are one 45.5-acre, legal parcel as described as Parcel 1 in Grant Deed as recorded on July 6, 1964, in Siskiyou County Records in Volume 505 at Page 075.
- APNs 023-040-390, 023-040-400 and 023-040-430 together are one 82.1-acre, legal parcel as described as Parcel 3 in Boundary Line Adjustment as recorded on June 25, 1998, in Siskiyou County Records as Document No. 98-007589.
- APN 023-040-420 is one 191-acre legal parcel described as Parcel 2 in Boundary Line Adjustment as recorded on June 25, 1998, in Siskiyou County Records as Document No. 98-007589
- APN 023-040-520 is one 2.51-acre legal parcel as described as Parcel 4 in Boundary Line Adjustment as recorded on July 8, 2022, in Siskiyou County Records as Document No. 22-0005852.
- APN 023-040-530 is one 12.25-acre legal parcel as described as Parcel 6 in Boundary Line Adjustment as recorded on July 8, 2022, in Siskiyou County Records as Document No. 22-0005852
- 023-040-470 is one 10.47-acre legal parcel as described as Parcel 2 in Boundary Line Adjustment as recorded on July 8, 2022, in Siskiyou County Records as Document No. 22-0005852
- APNs 023-040-330, 023-450-040, 023-450-110 and 023-450-100* together are one 80.85-acre legal parcel as described as Parcel 2 in Boundary Line Adjustment as recorded on February 27, 1998, in Siskiyou County Records as Document No. 98-002416.

**A 51.6-acre portion (APN 023-450-100) of this parcel is not under Williamson Act Contract.*

Parcel History

Williamson Act Contract

- 424.68 acres of the subject property is a portion of Williamson Act Contract No. 71011 (Clerk's Record - 570) as recorded on June 24, 1969, the Siskiyou County Records in Volume 577 at Page 710. And amended by APA0302 as recorded in the Siskiyou County Records as Document No. 2004-0007214 on May 11, 2004.

51.6 acres (APN 023-450-100) of this proposed contract is not currently under Williamson Act Contract.

Agricultural Preserve

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

- 424.68 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution 404 in Book 2.

51.6 acres (APN 023-450-100) of this proposed contract is not currently within an Agricultural Preserve.

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 seven parcels totaling 451.05 acres, 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) 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 45.5, 82.1, 191 and 80.85 acres, these parcels meet the minimum acreage requirement. However, the 2.51, 12.25, 10.47 acre parcels do not meet minimum the acreage requirement and should be issued a notice of non-renewal,

Legal Parcel Inclusion – Increase in Acreage

Per County Rules Section III, Item B, an increase in Ag Preserve and Williamson Act Contract is considered to be a significant increase if it is more than 2.5 percent of the contracted property but not to exceed 25 acres or as determined by the Board of Supervisors and advised by the Administrator on a case-by-case basis.

Only 80.05 acres of one 132.45-acre parcel is under contract. The entire legal parcel should be included in the new contract or a Notice of Non-Renewal should be issued for the entire legal parcel as only a portion of a parcel should not remain under contract. The proposal would increase the acreage under contract by 51.6 acres, which could be considered less than significant as it is not more than 25 percent (12.15% of the existing Marchio owned property under contract) even though it is more than a 25-acre increase. Additionally, it is recommended 25.23 acres of the existing contract be issued a Notice of Non-Renewal resulting in a final 451.05 acres (a 26.37 increase in acreage).

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 280.8-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

Soil Type	Acres +/-	Class	Ratio to Class	Equivalent
136 irrigated	75	III	1:1	75
136 dryland	25	III	2:1	12.5
137 irrigated	102	II	1:1	102
137 dryland	15	III	2:1	7.5
222 irrigated	244	VI	3:1	81.3
222 dryland	15	VI	6:1	2.5
Total	476			280.8

Production Uses

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

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

Approximately 4.5 acres are dedicated to residential, agricultural accessory structures, barns and storage buildings. This area is within the substandard parcels.

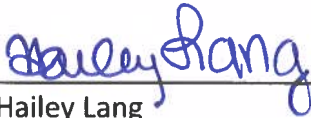
Pursuant to the County Rules Section II, the Agricultural Preserve Administrator (Administrator) will review applications and make recommendations concerning creating new or proposed modifications to an Agricultural Preserve, entering new contracts, making revisions to existing contracts and terminating 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 476.28 acres, which includes the addition of the 51.6 acres not currently under Williamson Act contract, rescind the subject property from the existing contract, reissue a single contract for all proposed property within the newly established 476.28-acre preserve and immediately issue a notice of non-renewal for the three substandard parcels (25.23 acres).

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on September 4, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

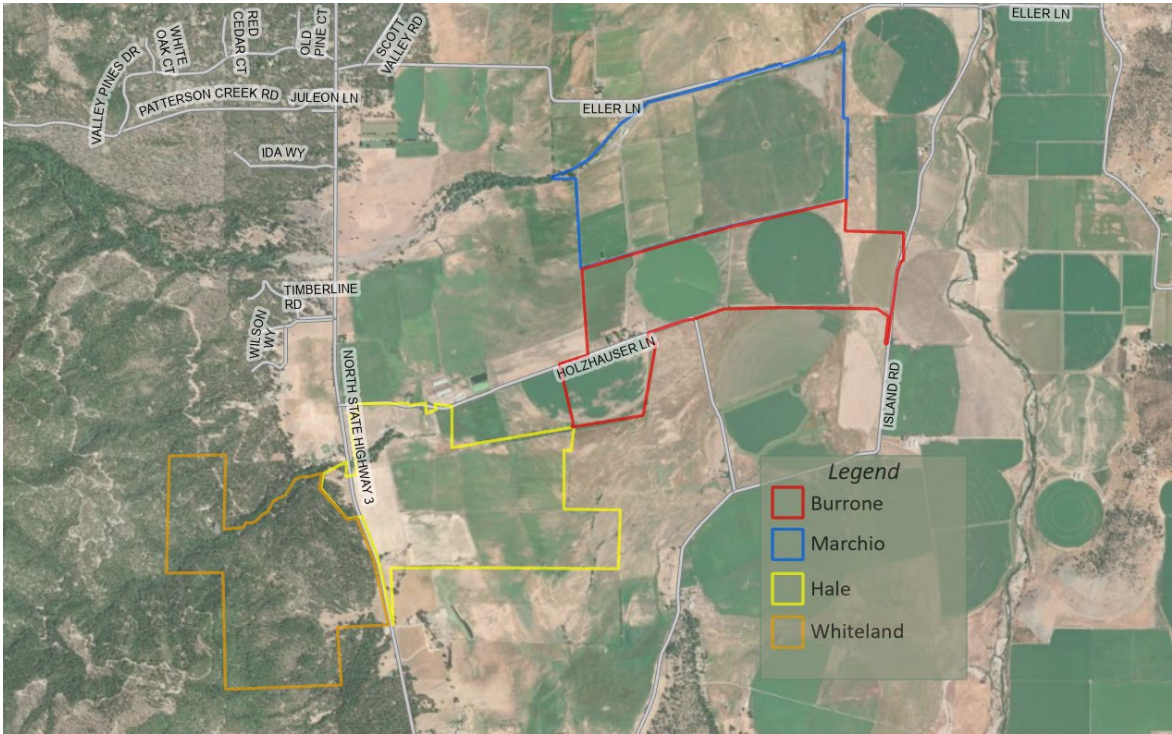


Exhibit A – Property Under Current Contract 71011

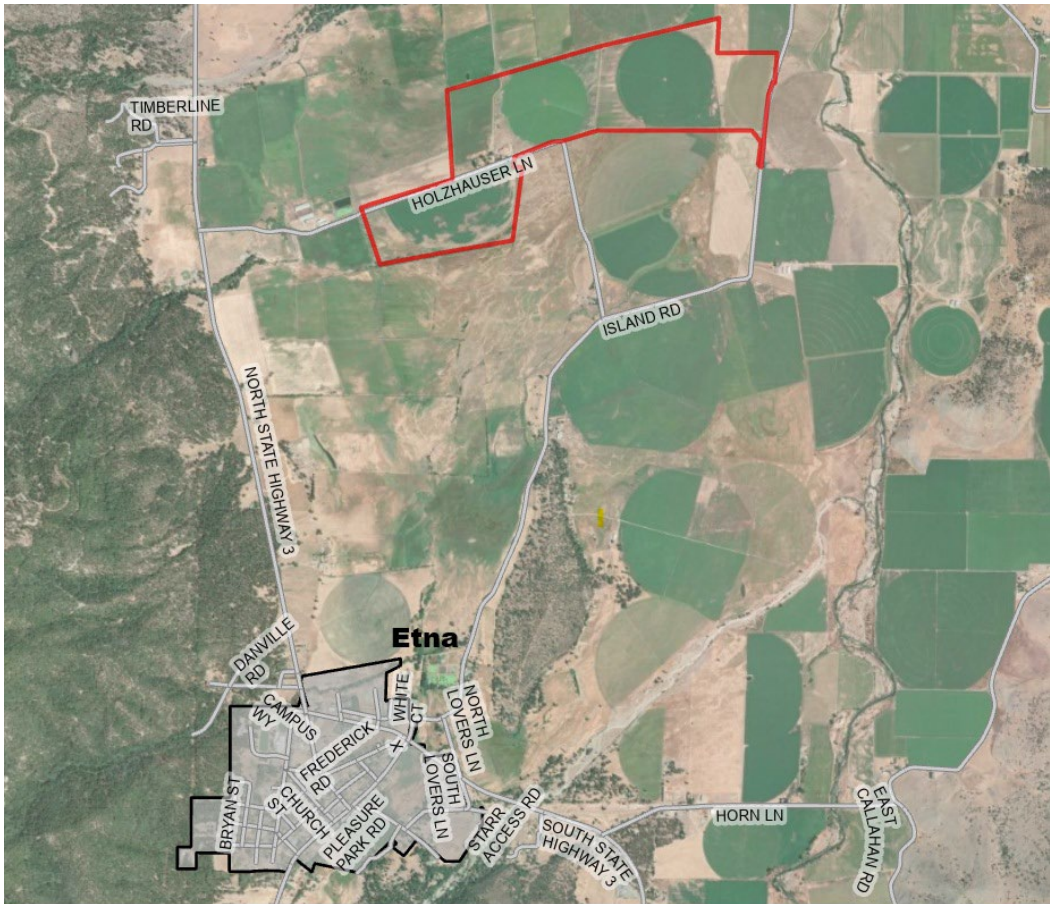


Exhibit B - Location



Exhibit C – Zoning



Exhibit D – 51.6 acres proposed to be added to new contract



Exhibit E – Three substandard parcels

Soil Map—Siskiyou County, California, Central Part

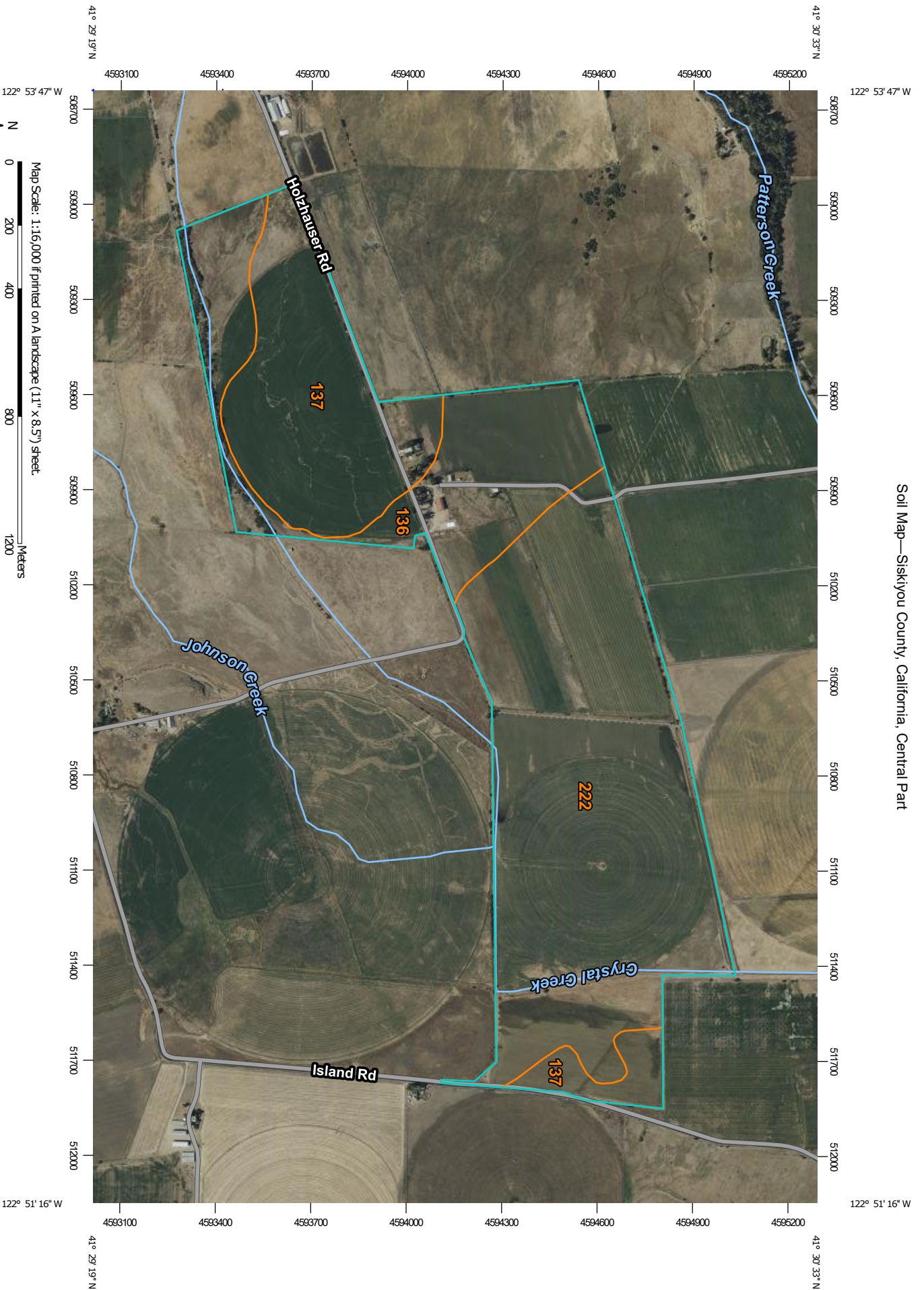


Exhibit F

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

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
136	Diyou loam	101.4	21.2%
137	Diyou loam, drained	117.1	24.5%
222	Settlemeier loam, 0 to 2 percent slopes	259.2	54.3%
Totals for Area of Interest		477.7	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): Jim and Linda Marchio

Parcel Numbers: 023-040-210, 320, 330, 390, 400, 420, 430, 470, 520, 530, 023-450-040, 110 and 100

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 88 Species: Cattle # head 60 # days per yr.

☒ Irrigated pasture acreage 55 Species: Cattle # head 25 # days per yr.

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

☒ Field crop acreage 308 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.) Four Pivots, Two Wheel lines, Flood

Total Acres in Agricultural Production: 451

☐ 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 owner Jesse and Katie McNames Number of acres 451

Use of land Ag Production

Terms of lease Ongoing Lease termination date N/A

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 Jesse McNames Date 9-03-2025

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

RECORDED AT REQUEST OF.

SISKIYOU COUNTY CLERK
00 MIN. PAST 3 P.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

JUN 24 1969
Vol. 577 Page 710

Ernest Johnson
RECORDER FEE \$ no chg

Crystal Creek

570

12889

LAND CONSERVATION AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 1969, by and between CRYSTAL CREEK TRUCK, hereinafter referred to as "OWNER", and the COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property located within COUNTY, which property is presently devoted to agricultural and compatible uses and is particularly described as Assessor's parcel number as set forth in Exhibit "A" annexed hereto and made a part hereof as if fully set forth at this point; and,

WHEREAS, said property is located in an agricultural preserve heretofore 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.

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of the Agreement are substantially similar to contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT, to the extent permitted by law, the OWNER'S property shall be appraised and assessed for tax purposes on

the basis of reasonable net average rent, with a rate of return based on the prime agricultural interest rate, as determined by major commercial lending institutions within the COUNTY plus an allowance for property taxes, plus a reasonable allowance for risk, provided that appraisal shall be based on the uses permitted to the OWNER, not necessarily actual uses, and provided that appraisal shall consider good agricultural practices and the needs of the operational unit subject to this agreement; to implement this agreement, the COUNTY Board of Supervisors shall appoint an agricultural advisory committee to guide COUNTY on basic data needed to implement this agreement; and,

WHEREAS, it is the intent of COUNTY and OWNER that the continued existence of the within Agreement is made dependant upon the existence of legislation implementing Article XXVIII of the California Constitution so the effect of the terms, conditions and restrictions of the Agreement on property values for taxation purposes is as favorable to OWNER as the legislation existing on the last renewal date.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Agreement made pursuant to Land Conservation Act.

The within Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions thereof specifically applicable to Article 3.5 Agreements (commencing with Section 51255) and such other provisions of said Act as are specifically made applicable to this Agreement.

2. Limitations upon use of the land. During the term of this Agreement or any renewals thereof, the above described

land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located. No structures shall be erected upon said land except such structures as may be directly related to authorized uses of the land.

3. Permissible uses may be added but not subtracted without consent. The Board of Supervisors of COUNTY may from time to time and during the term of this agreement or any extensions thereof, by resolution, after holding a public hearing, add to those uses listed in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of OWNER, a compatible use during the term of this Agreement or any renewals thereof.

4. Automatic termination by eminent domain. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, this agreement is null and void upon such filing or acquisition as to the land described herein and the condemning agency shall proceed as if the agreement never existed.

5. Term of Agreement. This Agreement shall be effective commencing on February 20, 1965, and shall remain in effect for a period of ten (10) years therefrom and during such renewals of this agreement. This Agreement shall be automatically renewed for a period of one year on the 25th of each February unless notice of non-renewal is given as provided by Section 51245 of the Government Code. Written notice of non-renewal by OWNER must be given on or before the 26th day

of December of each year. A notice of non-renewal irrespective of which party gives notice shall be recorded by the COUNTY. A copy of the recorded notice of non-renewal shall be forwarded by COUNTY to the Director of Agriculture. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. Consideration. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within agreement is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect of the method of determining the assessed value of land described herein and a reduction therein due to the imposition of the limitations on its use contained herein.

7. Agreement runs with the land. The within Agreement shall run with the land described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

8. Cancellation by mutual consent. Except as provided in Section 10, this Agreement may be cancelled as to any or all of the land described in Exhibit "A" by mutual agreement of COUNTY and OWNER after public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. Such cancellation shall only be effective if pursuant to Government Code Section 51285 at such public hearing the owners of fifty-one (51) percent of the contracted acreage in the agricultural preserve do not protest such cancellation. The Assessor of the COUNTY OF SISKIYOU shall revalue the land to which the cancellation applies as soon as possible after the cancellation, use the cancellation date as the valuation date, and apply the COUNTY'S announced ratio to the full cash value to determine the assessed value. The assessed value shall be

subject to equalization pursuant to Section 1604 of the Revenue and Taxation Code. When the assessed valuation becomes final, the OWNER shall pay COUNTY, as deferred taxes, an amount equal to forty (40) percent of the new assessed valuation of the property. If, after the effective date of the Agreement, the announced COUNTY ratio of assessed to full cash value is changed, the percentage payment to the COUNTY shall be changed so that no greater percentage of full cash value will be paid. If at the date of cancellation, the Agreement previously has been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the agreement remained in effect measured from the date of notice of non-renewal was given bears to ten (10). Application of the next preceding sentence is shown in Exhibit "B" attached hereto and incorporated by reference herein.

9. Waiver of payment in unusual circumstances.

Under the circumstances provided in Government Code Section 51283 (b), the Board of Supervisors of COUNTY shall succeed to the powers of the State Board of Agriculture and the State Director of Agriculture, and in the event that such Board of Supervisors find pursuant to subsections (1) and (2) of Section 51283 (b) that it is in the public interest that a waiver of such payment or portion of such payment be made, that the Board of Supervisors of the COUNTY shall have the right to make such waiver pursuant to the authority granted in Government Code Section 51283 (b).

10. Cancellation due to replacement or lack of operative legislation. This Agreement may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction enacted by the Legislature pursuant to the authority of Article XXVIII of the California Constitution or whenever there is no operative

legislation implementing said Article at the time the cancellation is requested by OWNER or whenever legislation is not as favorable to OWNER as existing on the renewal date next preceding the cancellation request.

11. Recordation of cancellation notice. The notice of cancellation shall be recorded with the COUNTY Recorder and Director of Agriculture and the regularity of procedures as required by this Agreement shall operate as provided in Section 51286.

12. Division of original parcel. In the event the land under this agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

13. Distribution of payment to local tax agencies. Upon receipt of deferred taxes payable pursuant to Paragraph 3 and the uniform rules, said taxes shall be distributed as provided in Section 51283 (c) of the Government Code.

14. When deferred tax payment creates a lien. Section 51233.3 of the Government shall be applicable to the deferred tax payments payable pursuant to Paragraph 3, except references to the Director of Agriculture shall be construed to refer to the Board of Supervisors of COUNTY.

15. Information provided by OWNER. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this agreement, as provided in Revenue and Taxation Code Section 441, as may be amended from time to time.

16. Disestablishment of preserve under Sections 51201.1 and 51232 (b) of the Government Code equivalent to non-renewal.

Removal of any land under this agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY for purposes of Section 422 of the Revenue and Taxation Code.

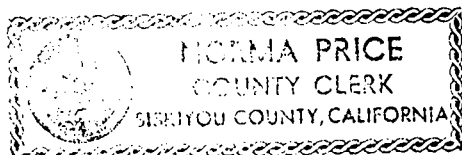
17. Recordation of termination of Agreement. In the event of termination of this Agreement by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, COUNTY shall record the appropriate documents in the COUNTY Recorder's office and file a copy with the Director of Agriculture.

18. Remedies in the event of breach. Any conveyance, contract, or authorization (whether oral or written) by the OWNER or his successors in interest which would permit use of the above described land contrary to the terms of this Agreement, or the uniform rules referred to in paragraph 3 hereof, may be declared void by the COUNTY'S Board of Supervisors; such declaration or the provisions of this Agreement may be enforced by COUNTY by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Agreement are not exclusive and both the OWNER and COUNTY may pursue their legal and equitable remedies.

19. Agreement to conform to law. If any paragraph, subparagraph, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, it is mutually agreed between the parties that such paragraph, subparagraph, sentence, clause or phrase shall be modified in such manner as to

conform to the law in effect at the time of the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement the day and year first above written.



ATTEST:

Norma Price
Clerk

George H. Hocking
OWNER

William J. Hocking
OWNER

COUNTY OF SISKIYOU, Board of Supervisors

Carl H. Hocking
Chairman

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 25th day of Feb, 1969.

Carl R. McConnell Leah F. McConnell
LIENHOLDER

INDIVIDUAL ACKNOWLEDGMENT

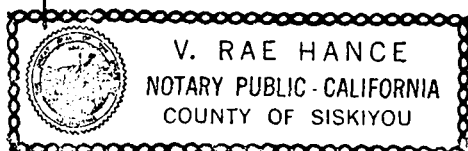
State of California
County of SISKIYOU } S.S.

(SEAL)

On this 28th day of February, 1969, before me,
V. RAE HANCE, a Notary Public in and for said Siskiyou County,
personally appeared CARL R. McCONNELL and LEAH F. McCONNELL

known to me to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



Notary Public in and for said Siskiyou County and State
My commission expires 2-1- 1971 VOL 577 PAGE 718

Parcel number for Crystal Creek Ranch
Exhibit "A"
Etwa Cal

23-04-4

23-04-5

23-03-12

23-04-6

23-04-7

23-06-13

23-06-14

23-45-4

23-45-5

23-46-1

23-03-13

EXHIBIT "B"

This exhibit illustrates the application of the following sentence found in paragraph 3 of the Land Use Agreement:

If at the date of cancellation, the Agreement previously has been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the agreement remained in effect measured from the date the notice of non-renewal was given bears to (number of years in Paragraph 5.)

ASSUME:

A ten year Agreement (the number of years in Paragraph 5) with annual renewals of one year each and a commencement date of February 15, 1968.

The Agreement is kept current until notice of non-renewal is given on November 10, 1972. (It makes no difference who gives notice for purposes of calculating the reduction.)

The Agreement is cancelled on June 20, 1977.

The value on the cancellation date, without regard to the former restrictions is \$20,000, the ratio is 25% and the cancellation payment is 50% of the new assessed valuation.

1. The last renewal date, prior to notice of cancellation was February 15, 1972 which added the year, February 15, 1931 to February 14, 1932.
2. The November 10, 1972 notice of non-renewal means no additional years will be added to the Agreement and it will terminate on February 14, 1932.
3. When the Agreement was cancelled on June 20, 1977, it had been in effect 4 years, 7 months, 11 days when measured from the date of non-renewal or 4 whole years.

November 10, 1972	-	November 9, 1973	=	1 year
November 10, 1973	-	November 9, 1974	=	1 year
November 10, 1974	-	November 9, 1975	=	1 year
November 10, 1975	-	November 9, 1976	=	1 year
November 10, 1976	-	June 9, 1977	=	7 months
June 10, 1977	-	June 20, 1977	=	11 days

4. The proportion that 4 bears to 10 is 4/10 or 40%

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

27th day May 19 69

PRESENT: Supervisors George Wacker, Ernest Hayden, Earl F. Ager, S. C. Jackson,
and Phil Mattos. Chairman Ager presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION AGREEMENTS.

It was moved by Supervisor Jackson, seconded by Supervisor Wacker, that the Clerk is hereby instructed to record the Land Conservation Agreements entered into with the County of Siskiyou on February 28, 1969, with the following land owners:

Joe G. Allen
Glenn C. Barnes
C. R. Cornelis
Paul R. Cavener
Crystal Creek Ranch
M. A. & E. Orlo Davis
Clarence A. Dudley
Friden Ranch
John N. Foster
F. Douglas Horn
Clifford W. Holmes
Richard V. Hayden
John Heide
Judd & Harry Hanna
John T. Jenner
Ralph Lutz
Martin Larsen
Orel E. Lewis
Bruce Martin
Edward C. Merlo
Jessie McNames
Claude or Maderal Pasero
Maderal S. Pasero
Gilbert A. Reynolds
Boyd L. Robertson
C. I. Shoemaker
Shoemaker Brothers
Gene & Elma Selby
Kenneth R. Starr
Seven D. Ranch
Smith Bros.
Timberhitch, Inc.
Harry O. Walker
Keith Whipple
Geo. G. Yost
Henrietta Terwilliger

STATE OF CALIFORNIA) AYES: Supervisors Wacker, Hayden, Jackson and Mattos
COUNTY OF SISKIYOU) ss NOES: None.
ABSENT: None.

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 5/27/69.

Witness my hand and the seal of said Board of Supervisors, this 28th day of May, 1969.



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

By _____ Deputy Clerk