

# Staff Report

Submission Date: April 1, 2026

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: AGN-26-02 Baird. Recommendation by Staff to issue a Notice of Non-Renewal for 518.6 acres under Williamson Act Contract 71051 and 160 acres under Williamson Act Contract 72062

Location: The subject property is located on Quartz Valley Road and Mill Creek Road, west of the community of Greenview on APNs 024-383-110, 024-383-170, 024-383-200, 024-410-400, 024-450-060, 024-383-210; T43N, R10W, S 23 & 24, MDB&M.

Exhibits: **A.** Contract 71051  
**B.** Contract 72062  
**C.** Comments

## Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continue to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. If an owner does not complete and return the survey or declaration of agricultural income forms, staff is unable to verify the property is dedicated to commercial agricultural use. Surveys and Declaration forms were sent to property owners at the address on record with the County Assessor's office on April 1, 2025. A second notice was mailed to all owners that did not complete and return the necessary forms on May 8, 2025. A Notice to Comply was mailed on July 8, 2025, which notified the owner that staff will be recommending a Notice of Non-Renewal be issued for their property as failure to return the survey and declaration forms was not in compliance with the county guidelines and their Williamson Act Contract.

Staff has attempted to discuss compliance issues with the property owners. Mr. Baird has expressed that he is opposed to providing the additional information we have requested.

In addition to the lack of compliance with reporting, other issues have been found including a multiowner contract and portions of a legal parcel being in separate contracts and preserves.

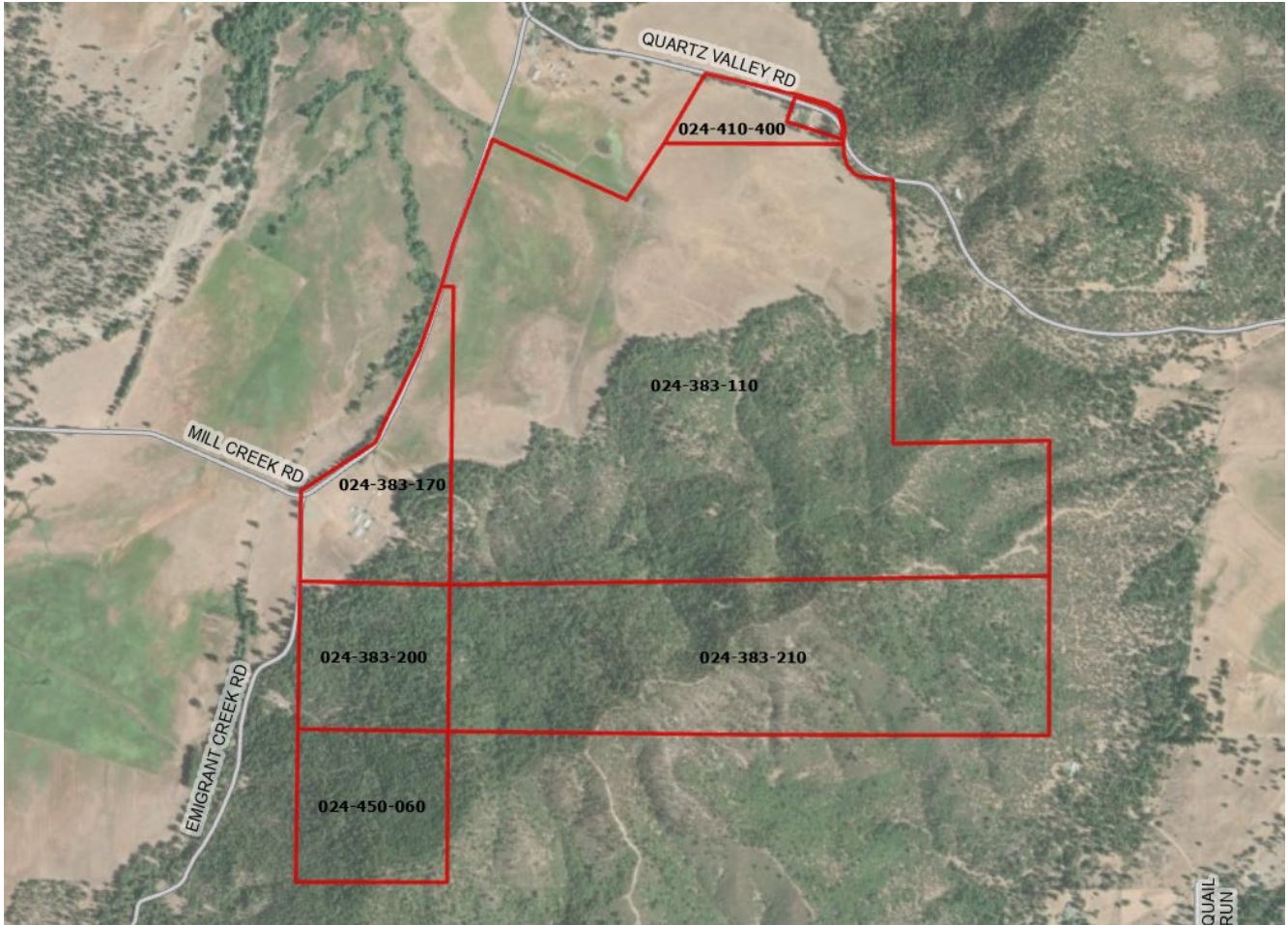


Figure 1 – Subject Property

### **Contract and Preserve History -**

#### **Williamson Act Contracts**

- 518.60 acres under Contract No. 71051, noted as Clerk’s Contract 31, as recorded on May 5, 1971, in the Siskiyou County Records in Volume 620, Page 406 (Exhibit A).
  - Three property owners (Baird, Eastlick, Ruggles) (see Figure 2).
  - Notice of Non-Renewal has been issued to one property owner, consisting of approximately 3.67 acres. (Eastlick)
  - Commercial Agricultural Use specified in Contract – Ranching
- 160 acres under Contract No. 72062, noted as Clerk’s Contract 147, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 653, Page 210 (Exhibit B).
  - One property owner (Baird).
  - Commercial Agricultural Use specified in Contract – Ranching

#### **Agricultural Preserves**

- 518.60 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 404, Book 2.
- 160 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 184 in Book 4.

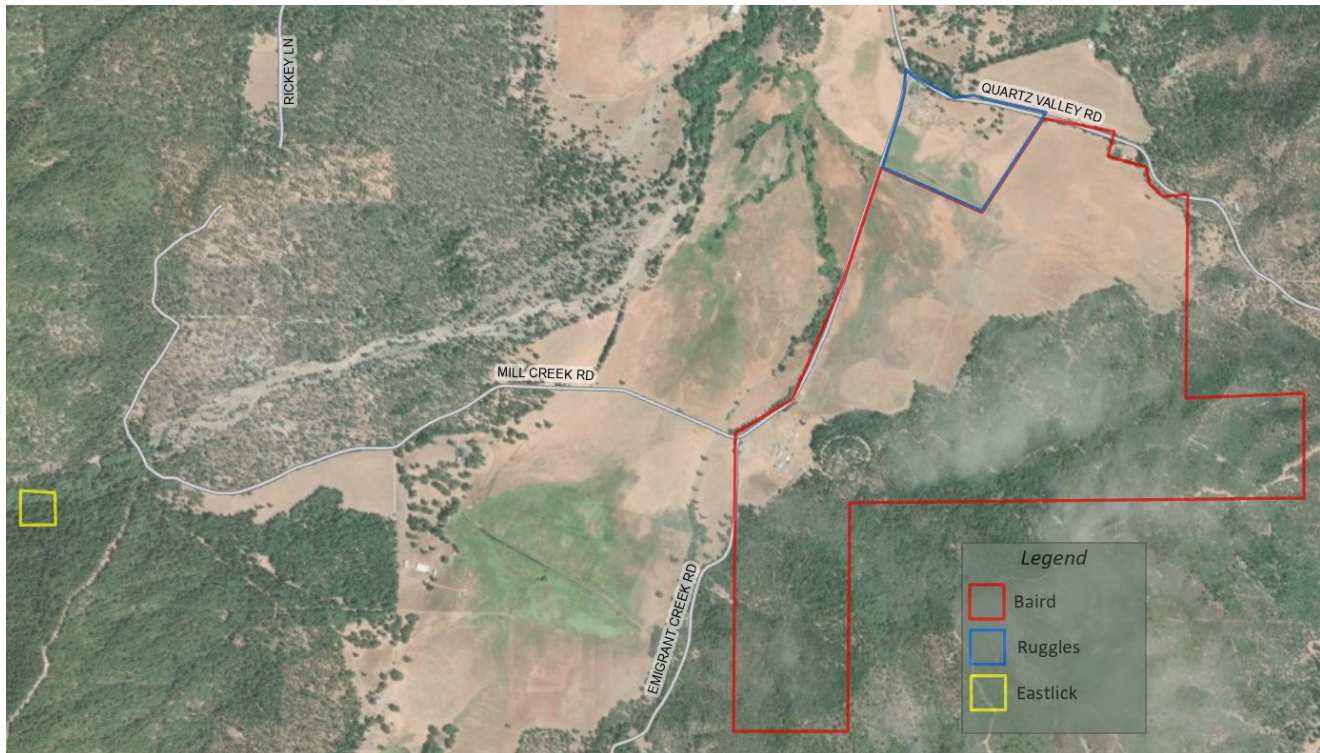


Figure 2 – Property under Existing Contract 71051

**Compliance Issues-**

1. Contract 71051 has three property owners
  - Baird has not applied for a separate contract.
2. 2023 Survey reported 200 acres used for rangeland/pasture and 400 acres used for growing timber  
2025 Survey was returned as it was incomplete. Only 230 of the 518.60 acres were reported – 200 acres rangeland/pasture, 20 acres horse pasture and 10 acres residential uses.
  - With only 200 of 518.60 acres dedicated to the approved commercial agricultural use of ranching, the requirement that there be a commercial agricultural use on at least 60% of the contracted land is not being met.
3. 2025 Declaration Regarding Agricultural Income on Williamson Act Property was not completed and returned.
  - The owner has refused to return information requested to verify commercial agricultural uses are occurring on the subject property.
4. The subject property together is one legal parcel. Portions of parcels should not be in separate Agricultural Preserves and contracts. A legal parcel should be in one Agricultural Preserve and one Contract.

## Analysis

Williamson Act Contracts are binding agreements between landowners and the county that assume the terms of the contract continue to be met, and landowners remain in compliance with County Guidelines in exchange for reduced property tax assessments. When it appears to the County that a landowner is not complying with county policies, terms of the contract or the land no longer meets minimum requirements due to modifications to the property boundaries or development, the County will issue a notice of non-renewal upon the property owner.

As the subject property is not in compliance, as detailed in Background and Discussion, it would be appropriate for the County to issue a notice of non-renewal.

## Comments

This proposed recommendation was routed to the Assessor, Tax Collector and Agricultural Commissioner for comment. In response, the following responses were received:

### ***Siskiyou County Assessor – March 24, 2026***

The Assessor's office has provided estimated tax assessment values for the parcel included in this project (Exhibit C).

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

## Agricultural Preserve Administrator Recommendation

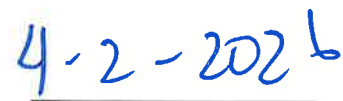
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the subject property is not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a notice of non-renewal of this property.

Approved by:

County of Siskiyou  
Agricultural Preserve Administrator



James V. Phelps  
Agricultural Preserve Administrator



Date of Approval

**Preparation:** Prepared by the Siskiyou County Planning Division (B. Cizin) on 04/01/2026. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

MAY 5 10 30 AM '71

Vol. 620, Page 406

*8125*

No Charge

11484

RECORDER

FEE \$

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Gene Selby  
Elma L Selby  
\_\_\_\_\_  
\_\_\_\_\_

OWNER

ATTEST:

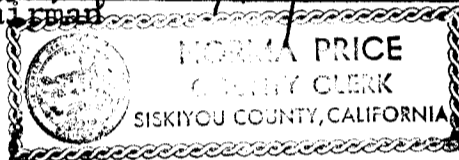
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

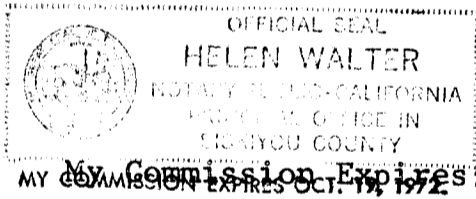
Ernest G. Hayden  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

ss.



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



Helen Walter  
Notary Public

My Commission Expires: OCT. 14, 1972

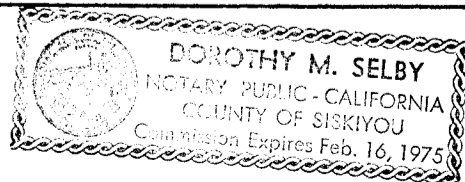
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STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 26th day of February, 1971,  
before me, Dorothy M. Selby, a Notary  
Public, in and for said Siskiyou County, personally  
appeared Gene Selby and Elma L. Selby  
known to me to be the persons whose  
names are subscribed to the within instrument, and  
acknowledged to me that they executed the same.

Dorothy M. Selby  
Notary Public  
Dorothy M. Selby

My Commission expires: \_\_\_\_\_





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

10th day March 19 71

PRESENT: Supervisors **George Wacker, Ernest Hayden, Earl F. Ager, 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**

LAND CONSERVATION CONTRACTS RECEIVED AFTER FEBRUARY 23, 1971 AND BY FEBRUARY 26, 1971 APPROVED.

It was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the following Land Conservation Contracts listing property already contained in the Resolution Establishing an Agricultural Preserve adopted by the Board on January 28, 1969 and bearing Number 404, Book 2, are hereby approved effective February 26, 1971, in accordance with the minute order adopted by the Board on February 23, 1971, as shown in Vol. 34, Pages 322 to 327, said minute order authorizing the Clerk to accept said contracts and the Chairman authorized to sign and the Clerk instructed to have said Contracts recorded:

<u>OWNERS</u>	<u>PARCEL NO.</u>
Gene and Elma Selby	24-41-19
	24-45-06
	24-38-06
	24-38-10
	24-38-11
	24-38-14
Richard V. Hayden, Jr.	24-32-02
	24-32-04
	24-33-02
	24-33-03
	24-33-04
	24-33-07
Frank Douglas Horn	23-09-08
	23-09-03
	23-09-07
Martin Larsen.	24-20-05
	24-20-06

Exhibit A

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER FEBRUARY 23,  
1971 AND BY FEBRUARY 26, 1971 APPROVED. (CONT'D)

Orel E. Lewis

24-13-2 :  
24-48-3 :  
24-06-3 :  
24-06-2 :  
24-05-2 :

AYES: Supervisors Wacker, Ager, Belcastro and Mattos.  
NOES: None.  
ABSENT: None.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>ss</sup>

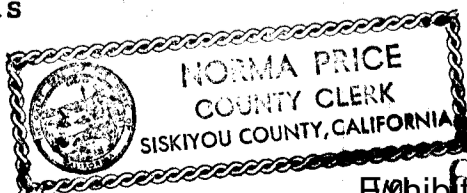
I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 3/10/71.

Witness my hand and the seal of said Board of Supervisors, this 4th day of May, 1971.

cc: File  
Mr. Gene Selby  
Richard V. Hayden, Jr.  
Frank Douglas Horn  
Martin Larsen  
Orel E. Lewis  
Recorder (5)

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

By \_\_\_\_\_  
Deputy Clerk



This 16 day of Feb, 1972

MICHAEL J. TENNESSEY  
County Counsel

10241

FILED

Paul J. DeMarco  
DEPUTY COUNTY COUNSEL  
SISKIYOU COUNTY, CALIFORNIA

DEC 8 8 36 AM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

BY James Kendrick  
DEPUTY

OWNER/OWNERS NAME AS RECORDED: SELBY GENE W, ALMA J.  
(include trust deed or other encumbrance holders Use separate sheet if necessary ) \_\_\_\_\_

APPLICANT'S NAME (If other than above): \_\_\_\_\_

APPLICANT'S ADDRESS: FORT JONES CALIF 96032

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>24-380-140</u>	<u>160</u>

RECORDED AT REQUEST OF \_\_\_\_\_  
Siskiyou County Clerk

5 MIN PAST 8 A M  
OFFICE RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

BK Selby

Vol. 653 Pg. 210  
RECORDED FEE \$ \_\_\_\_\_

Total acreage 160

No Chg.

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: Gene Selby  
Alma J Selby

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: \_\_\_\_\_

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

PRESENT ZONING: \_\_\_\_\_ PRESENT GENERAL PLAN DESIGNATION: \_\_\_\_\_

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

SELBY, GENE W & ALMA J.  
FORT JONES  
CALIFORNIA

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

Gene Selby  
Alma J Selby  
\_\_\_\_\_  
OWNER

ATTEST:

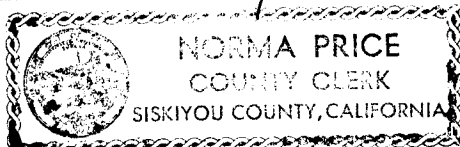
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price  
Clerk

Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

ss.



On this 3rd day of February, 1972, before me, Robin Watson a Notary Public, in and for said Siskiyou County, personally appeared Ernest 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.

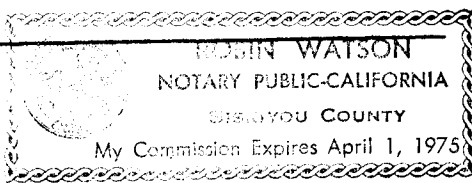
Robin Watson  
Notary Public

My Commission Expires: \_\_\_\_\_

00000

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou )

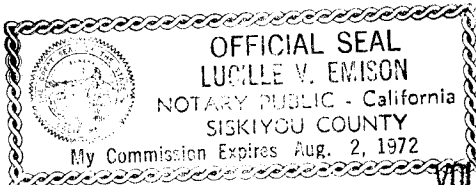
ss.



On this 1st day of December, 1971, before me, Lucille V. Emison a Notary Public, in and for said Siskiyou County, personally appeared Gene Selby, Alma Selby known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lucille V. Emison  
Notary Public

My Commission expires: Aug 2, 1972





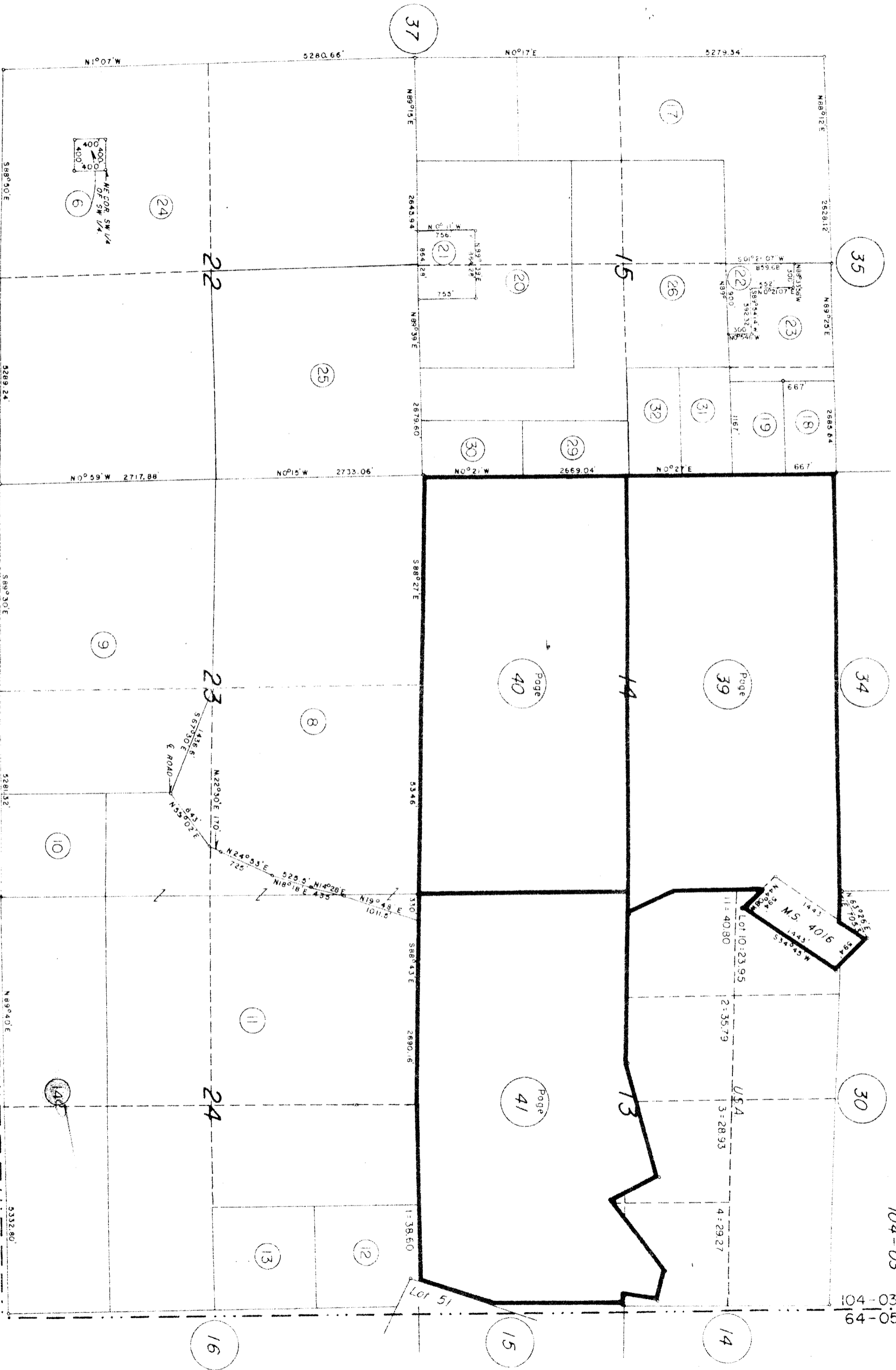
T 43 N R 10 W

Tax Area Code  
104-03

24-38



Exhibit B



VOL 653 PAGE 220

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VOL 653 PAGE 221

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

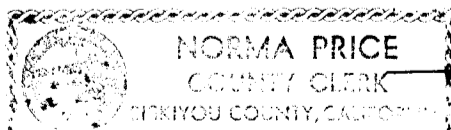
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>ss</sup>

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

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

cc: File  
Recorder



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

By Janne Kendrick  
Deputy Clerk

WOL 653 PAGE 223

Exhibit B

THESE MINUTES ARE SUBJECT  
CHANGE WHEN READ BY  
BOARD OF SUPERVISORS

CHAIRMAN:  
ERNEST A. HAYDEN  
CLERK:  
NORMA PRICE  
PHONE: 842-3531

Board of Supervisors  
of

SISKIYOU COUNTY

Yreka, California 96097

MEMBERS:

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

April 17 , 1972

. Mr. Gene Selby  
. Fort Jones  
. California 96032

Dear Mr. Selby:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 653, Page 210, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By Joanne Kendrick  
Deputy



## Craig S. Kay, Assessor-Recorder County of Siskiyou

311 Fourth Street • Room 108 • Yreka, CA 96097-2984  
Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-383-110</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$668,802	\$175,425
Total Structural Improvements <sup>1</sup>	\$354,066	\$354,066
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$1,022,868	\$529,491
<i>Estimated Annual Taxes (1%):</i>	<i>\$10,228.68</i>	<i>\$5,294.91</i>
<i>(Does not include bonds, etc)</i>		

<sup>1</sup> Structural Improvements include but are not limited to residential structures, outbuildings, etc.

<sup>2</sup> Fixtures include but are not limited to an improvement whose use or purpose directly applies to or arguments the process or function of a trade, industry, or profession.

Sincerely,

Craig S. Kay  
Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

**Disclaimer:** Our information is for tax assessment purposes only. The information provided is an estimate only and the values provided may not be exact and are subject to change! In addition, please note: adjustments to the values provided may be necessary due to any change in ownership of the real property, which has not been valued for assessment purposes, (this includes, but not limited to, the transfer of title on real property and/or death of a property owner) or the completion of new construction which has not yet been valued for assessment purposes. This information is being provided as a courtesy and does not constitute legal advice. We make no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information provided. The County of Siskiyou and the Siskiyou County Assessor's - Recorder's Office assumes no liability for the accuracy of the data provided.



# Craig S. Kay, Assessor-Recorder County of Siskiyou

311 Fourth Street • Room 108 • Yreka, CA 96097-2984  
Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-383-170</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$74,768	\$40,644
Total Structural Improvements <sup>1</sup>	\$164,082	\$164,082
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$238,850	\$204,726
<i>Estimated Annual Taxes (1%):</i>	<i>\$2,388.50</i>	<i>\$2,047.26</i>
<i>(Does not include bonds, etc)</i>		

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Sincerely,

Craig S. Kay  
Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

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March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-383-200</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$16,979	\$1,476
Total Structural Improvements <sup>1</sup>	\$0	\$0
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$16,979	\$1,476
<i>Estimated Annual Taxes (1%):</i>	<i>\$169.79</i>	<i>\$14.76</i>
<i>(Does not include bonds, etc)</i>		

<sup>1</sup> Structural Improvements include but are not limited to residential structures, outbuildings, etc.

<sup>2</sup> Fixtures include but are not limited to an improvement whose use or purpose directly applies to or arguments the process or function of a trade, industry, or profession.

Sincerely,

Craig S. Kay  
Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

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Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-383-210</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$67,967	\$3,742
Total Structural Improvements <sup>1</sup>	\$0	\$0
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$67,967	\$3,742
<i>Estimated Annual Taxes (1%):</i>	<i>\$679.67</i>	<i>\$37.42</i>
<i>(Does not include bonds, etc)</i>		

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Sincerely,

Craig S. Kay  
Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

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# Craig S. Kay, Assessor-Recorder County of Siskiyou

311 Fourth Street • Room 108 • Yreka, CA 96097-2984  
Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-410-400</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$33,131	\$7,461
Total Structural Improvements <sup>1</sup>	\$0	\$0
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$33,131	\$7,461
<i>Estimated Annual Taxes (1%):</i>	<i>\$331.31</i>	<i>\$74.61</i>
<i>(Does not include bonds, etc)</i>		

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Sincerely,

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Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

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Assessor (530) 842-8036 • Recorder (530) 842-8065 • Fax (530) 842-8059

March 24, 2026

Siskiyou County Community Development Department  
806 S. Main St.  
Yreka, CA 96097

Attention: Dianne Johnson

RE: Project Application Review Baird Agriculture Preserve Amendment (APA-26-02)

Dear Dianne,

Enclosed you will find the 2025 Agriculture Preserve assessed values in comparison to the 2025 XIII A Values (values that would be assessed if the parcels were not included in a Williamson Act Contract).

<b>Parcel Number: 024-450-060</b>	<b>2025 XIII A Values</b>	<b>2025 Ag. Preserve Values</b>
Total Land	\$16,979	\$1,515
Total Structural Improvements <sup>1</sup>	\$0	\$0
Mobile Home Personal Property	\$0	\$0
Fixtures <sup>2</sup>	\$0	\$0
Business Personal Property	\$0	\$0
Total	\$16,979	\$1,515
<i>Estimated Annual Taxes (1%):</i>	<i>\$169.79</i>	<i>\$15.15</i>
<i>(Does not include bonds, etc)</i>		

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Sincerely,

Craig S. Kay  
Siskiyou County Assessor-Recorder

Julie Mercier  
Appraiser

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