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APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT 77 SISKIYOU COUNTY, CALIFORNIA 30

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	encumbrance separate she	holders	. Use	NOME	_		
	(if none - a APPLICANT'S	write n	one)				
	APPLICANT'S			-	MACGOEL	CAL	9605
	person to re County durin	ceive and g the l:	ny and all ife of this	notices ar contract.	is hereby desi	ns from Sis y the Count	skiyou ty i n
	DEST CHARTEN	4	SAMI	<u> </u>	MAILING ADDRESS: 5/	4 ME	
	00 MIN. PA		y E			<u> </u>	
/ol.	FEB 2 3 808, Page 268 FEED ADDRESS FEE \$ 1	Ber	(Use se	TION OF PR parate she ecessary)			
	Present Agri	cultura	l Use A	ssessor's	Parcel No.	Acrea	ge
	GRAZING	TA	XAREA	2-33	0-110	.24	10
	GRAZING	TAX	REA 70 - 64	2-34	16-170	Ĺ	46
		11	. 40-04	10-13	0 - 180		10
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	Attached how			· · · · · · · · · · · · · · · · · · ·	- 40 0.31	forth to	
	and copies	f perti	nent code s		to if fully set clating to Gali	fornia Lan	d
	Gonservation	- Contra	cts .				
	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: Lewis We formation.						
	FOR PLANNING DEPARTMENT USE ONLY:						
	TYPE OF PRESERVE:						
	THE ABOVE PR	ROPERTY	IS WITHIN C	ONE MILE O	F A CITY: Yes_	No	
	PRESENT ZONI	ING:	F	PRESENT GEI	NERAL PLAN DESI FORM A	GNATION:	
					This Zame day	of Suk , 19	78
					11070717 3.	0 1	

SISKIYOU COUNTY, CALIFORNIA

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 _______, 19_77_, 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 concelled 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
"Cwner" 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:

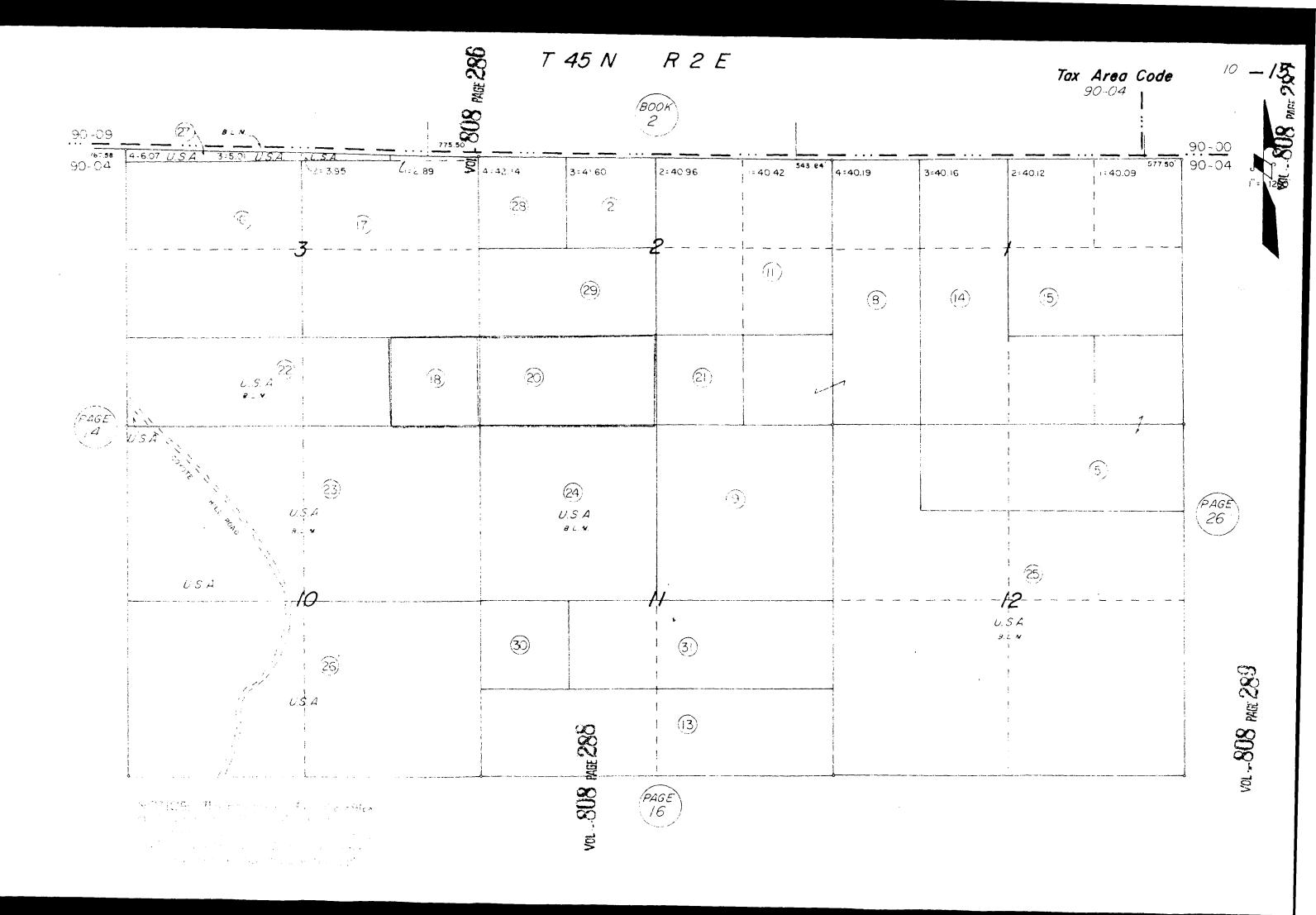
Clerk of the Board of Supervisors County of Siskiyou Courthouse Yreka, California 96097

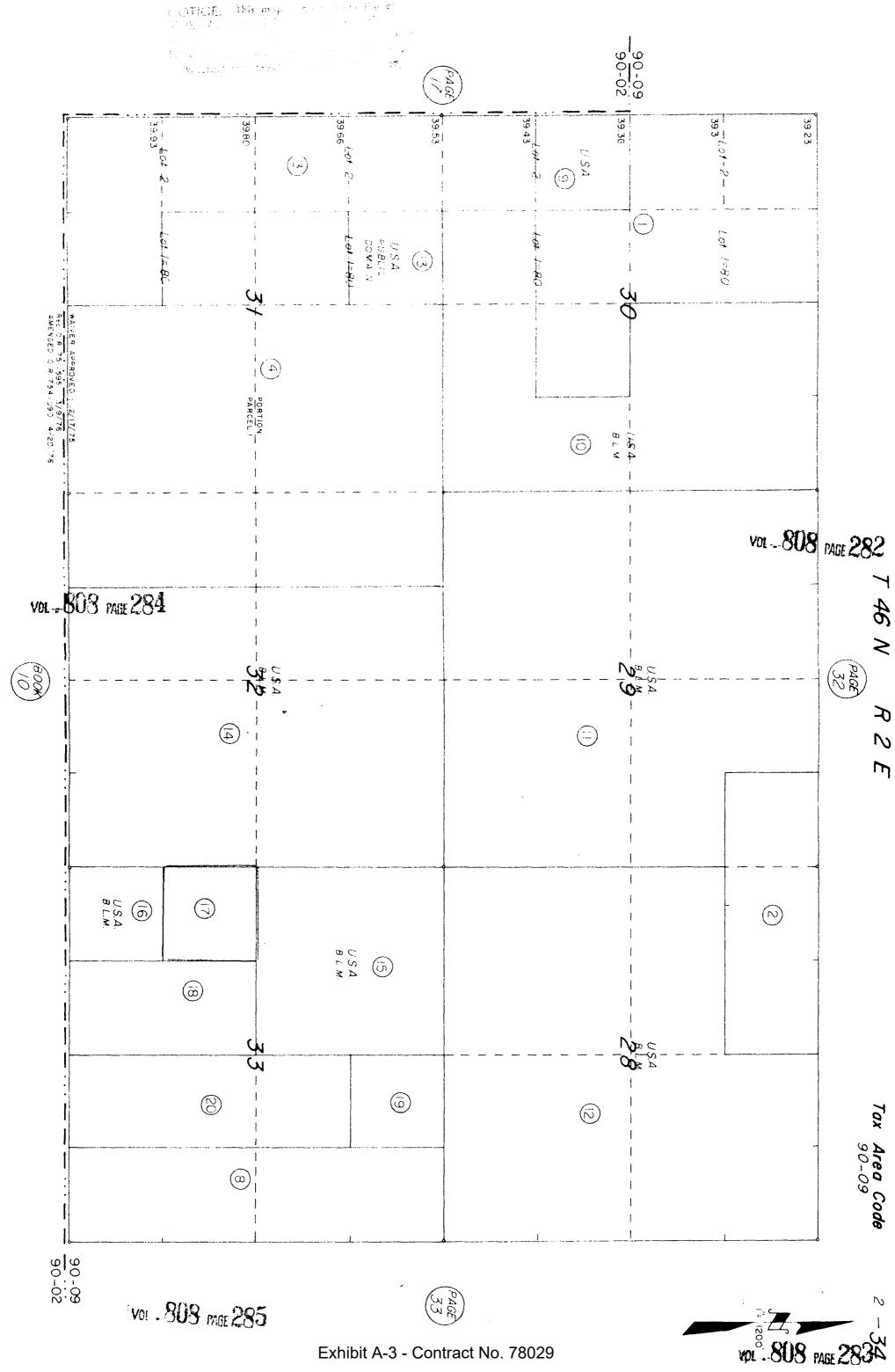
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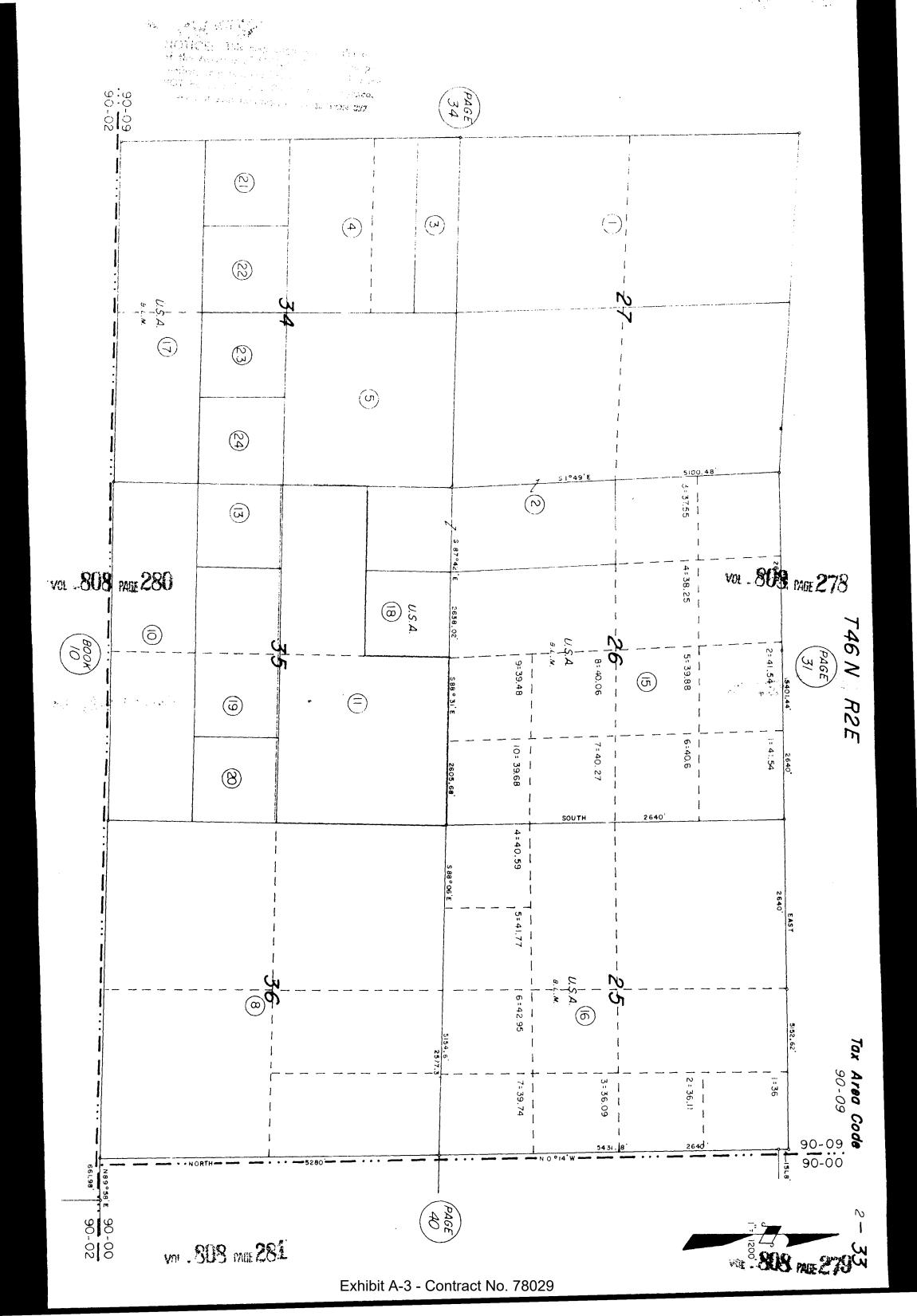
EXHIBIT "A"

List Assessor's Parcel Numbers below:
2-330-1/0
2-340-170
10-130-180
10-130-200

Lurgh forsong Mardoel Colif. 96059 Carroll Rolison Mardoel Calif. 96059
Caro see The Caro of The Caro
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.
Lewis w farsons
Thanking
OWNER
STATE OF CALIFORNIA) COUNTY OF Siskeyau)
On this 32 day of December, 1976, before me, tere Millian County, personally appeared Lewis M. Parsons y Carrall Radison known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that May executed the same. TRENE MILLIGAN
Notary Public
My Commission expires: May 22,1978
ATTEST: MORMA FRICE COUNTY OF SISKIYOU, Board of Supervisors
norma trice / Sallelle
Clerk
STATE OF CALIFORNIA)) ss. COUNTY OF SISKIYOU)
On this
My Commission Evnings : // - 2 3 - 56/







BOARD OF SUPERVISORS COUNTY OF SISKIYOU ACRICULTURAL PRODUCTION QUESTIONNAIRE macdoel Califo 96058 Lewis w Parsons ADDRESS PARCEL NUMBERS 2-330-1/0 2-340-170 10-130-180 10-130-200 HOW LONG HAVE YOU OWNED THIS LAND? <u>Jevey years</u> TYPE OF AGRICULTURAL USE: Dry pasture acreage 400 Carrying capacity 20 Cum Irrigated pasture acreage ___Carrying capacity_____ Dry farming acreage _____ Crops grown ____ Production per acre____ Field crop acreage Crops grown Production per acre Row crop acreage _____Crops grown ____Production per acre____ Term Fees paid Grazing AUM Other acreage Type Production per acre OTHER INCOME: Hunting rights \$ per year acres Fishing Rights \$ per year Other recreational rights \$ per year type Mineral rights \$ LAND LEASED FROM OTHERS: Name of Owner Robert faird No. of acres 10000 Rental fee per acre 204 Use of land grazing Terms of lease Cash : Lease termination date 1982 Share cropped with others: Crop % to owner Acres LAND LEASED TO OTHERS: Name and address of lessee No. of acres Rental fee per acre Use of land Terms of lease _____ Lease termination date_____ Share cropped to others: Crop % to owner Acres List expenses paid by land owner____

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 Tarrell Johnson Date

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

Adopted 11-28-72

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RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 39 , BOOK 8, ADOPTED FEBRUARY 14, 1978

WHEREAS, the County of Siskiyou has established certain Agricultural Preserves within the County of Siskiyou; and,

WHEREAS, the procedural requirements for establishment of said preserves as required by the Land Conservation Act of 1965, as amended, have been followed,

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter into Agricultural Preserve Contracts (Williamson Contracts) with the following landowners in the established Agricultural Preserves, said Agricultural Preserves having been established by Resolution No. 39 , Book 8 , adopted on February 14, , 1978, and the Chairman of the Siskiyou County Board of Supervisors is authorized to sign said contracts on behalf of the County of Siskiyou, and the Clerk is directed to record said contracts prior to March 1, 1978.

BE IT FURTHER RESOLVED, that all Agricultural Preserve Contracts, as hereinabove approved by the Board of Supervisors, are hereby described in Exhibit "A" attached hereto and made a part hereof.

PASSED AND ADOPTED this 14thday of February , 1978, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

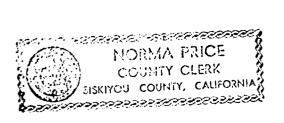
ABSENT: None.

Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

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RESOLUTIONS

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ROSS PARK HOMES, INC.	
2510 Stevens Creek Blvd.	20-040-080
San Jose, California 95128	20-050-020
. Dan Josef Carriothia 95128	•
	•
BOOS, Paul N. and Margaret	1.000.750
. Star Route	4-060-150 4-060-250
Montague, California 96064	4-070-080
	4-070-110
	4-070-110
	4-070-170
	4-070-190
BORTALAZZO, Victor & Ruth	12-26-201
P.O. Box 104	12-27-151
Grenada, California	12-27-221
BRAY, Eugene W. & Patricia C.	13-250-500
Rt. 1 Box 638	
Montague, California 96064	
BURTON, Edward S. & Emma S.	15-410-320
Rt. 1 Box 60	15-560-010
Ft. Jones, Ca. 96032	15-590-210
	15-560-100
e de la manda de la composition della compositio	15-560-110
	15-570-070
BUSCOMBE, William H.	22-220-200
P.O. Box 5	22-250-310
Gazelle, California 96034	
•	• .
A	
CAVENER, Mary D.	3-130-180
Star Rt. Box 22	•
Macdoel, California	
•	
CLEMENT, Paul & Edward H.	13-250-430
Rt. 1 Box 631	13-250-430
Montague, California	13-260-390
	13-260-410
	13-260-050
CLEMENT, Paul & Edward & Albert	13-260-140
Rt. 1 Box 631	13-260-150
Montague, California	13-260-360
	13-260-380

COOK, Cyril H. & June M. Rt. 1 Box 610 Montague, California 96064 EVANS, Gail & Joan G. Rt. 1 Box 58	5-120-2 5-120-4 5-130-0 5-130-1	40 80 00	
Ft. Jones, California 96032 FIOCK, Everette C. Box 395	13-100- 13-110-		•
Yreka, California 96097	13-110- 13-120-	210	
FIOCK, Henry E. (Estate) c/o Everette C. Fiock & Mrs. Henry E. Fiock Box 395 Yreka, California 96097	13-260-080 13-260-120 13-260-190 13-260-330 13-260-350 13-280-250		The second secon
FLACK, Virgil L. & Barbara Jane P.O. Box 728 464 Bel Air Drive Weed, California 96094	22-400-010		The state of the s
FRANKLIN, Jesse & Bertha Box 44 Grenada, California 96038	12-130-010 =		
Route 1 Box 55 Klamath Falls, Oregon 97601	3-410-460 3-410-690 3-410-700 3-410-490 3-440-290	3-440-300 3-440-330 3-440-340 3-440-180 3-420-200	•
HAGEDORN, Harvey Rt. 1 Box 619 Montague, California 96064	5-37-1 5-37-8 5-36-3		
HAYDEN, Frank J. Star Route Etna, California 96027	23-290-020 23-290-050 31-240-110	•	
HAYDEN, Nerva M. & Gladys Star Route Etna, California 96027	23-030-060 23-030-330 23-030-370 23-030-090 23-030-110 23-030-350 23-040-240 23-040-250 23-070-370 23-070-390 23-450-070 23-460-030 23-210-070 23-220-020 23-260-050 23-270-070 23-290-040 23-290-070 23-290-070 23-290-080 23-290-030 23-290-030 23-290-030 23-290-030 23-290-030	23-400-050 23-410-090 23-410-100 23-410-060 31-210-020 31-210-050 31-240-270 31-240-310 31-240-480 31-240-480 31-240-490 31-240-500 31-240-500 31-240-530 31-240-540 31-240-550 31-240-550 31-250-020 31-250-020 31-250-330 31-250-330 31-250-330 31-560-030	
Exhibit A-3 - Contract No.	78029	VOL 808 PAGE $^{\circ}$	293

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HOWIE, Jean S. Rt. 1 Box 780 Yreka, California HUFFORD, Kenneth J. & Barbara A. Rt. 1 Box 548 Montague, California 96064 ITEN, Carl J. & Velma M. P.O. Box 63	12-080-090 12- 12-090-020 12- 12-090-050 12- 12-090-110 12- 12-100-020 12- 12-110-010 12- 12-110-020 14- 12-290-010 22- 12-100-070 12- 13-330-110 13-360-010	290-020 300-010 330-030 330-040 340-020 350-010 350-020 360-030 390-030 390-040 380-040
Grenada, California 96934	12-180-020 12-	140-120
JOHNSON, George R. Rt. 1 Box 102 Montague, California 96064	12-510-030	
LAIRD, Robert M. & Alice J. 132 Belhaven Drive Los Gatos, California 95030	002-270-030 002-270-050 002-290-040 2-400-010 2-330-080	
MAYES, James W. & Mary Anne P.O. Box 255 Dorris, California 96023	2-080-150	
MONCHAMP CORPORATION Clifford Monchamp Rt. 1 Box 639 Montague, California 96064	13-330-080 13-330-180 13-330-220 13-340-140	•
McCRACKEN, J.H. & Marjorie P.O. Box 100 Gazelle, California 96034	22-300-030 22-300-040 22-300-070	
OXLEY, Bruce & Carol Star Route Etna, California 96027	23-140-240 23-140-070 23-560-100 23-570-190 23-570-200 23-560-090	
PARSONS, Lewis W. ROBISON, Carroll P.O. Box 99 Macdoel, California 96058	2-330-110 2-340-170 10-130-200 10-130-180	
RAZO, Mary S. OLIVOLO, John & Laura Jean Rt. 1 Box 613 Montague, California 96064	5-120-190 5-130-090	
	•	

12-160-030 12-030-04E

ROOT, Mark T. & Beth L.
P.O. Box 28
Grenada, California 96038

SELLSTROM, Thora c/o Thora Leoni P.O. Box 738	13-470-200	
Yreka, California 96097		
SELLSTROM, Maurine		
Rt. 1 Box 458	13-420-070	•
Montague, California 96064		
CUADO Charles a		•
SHARP, Chester L. & Linda J. Rt. 1 Box 1118	12-270-231	
Grenada, California 96038	•	
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SHARP, Chester L. & Linda J. Rt. 1 Box 1118	12-270-211	
Grenada, California 96038		
SHADD Charles I S I had I	20 000 000	
SHARP, Chester L. & Linda J. Rt. 1 Box 1118	12-270-181	
Grenada, California 96038		
CMENTARM Malaolm D C Curan	32 300 000	
STEWART, Malcolm D. & Susan P.O. Box 90	12-180-030 12-190-100	
Grenada, California 96038	12-170-060	i
COOPE	20 210 040	
STORY, Eva Box 442	28-310-040	: •
Antioch, California 94509		
Notices also to: Ed McCoach		
2914 Shasta View Drive Redding, Ca. 96001		
SWENSON, Vernon L. & Leora Rt. 1 Box 197	29-120-270 29-120-280 29-120-290	
Mt.Shasta, California 96067	29-120-290	•
WALKER, Robert Z. & Carolyn H. MAVIS, Geoffrey O. & Laurie Y. 1888 Century Park East, Suite 800 Los Angeles, California 90067	5-090-560 5-080-120 4-100-060	
WHITSETT, Frank & Mildred E.	22-240-010	
1200 Maple Street Yreka, California 96097	22-440-010 22-450-020 22-460-010 22-480-060 22-480-210	
YORK, Dorman R. & Marita E.	5-130-120 5-130-060	
Rt. 1 Box 606 Nontague, California 96064	5-120-150	
	5-160-020 5-370-100	
•	5-380-150 5-160-391 5-160-401	
YOUNG, Gladys T.	23-030-260	•
Rural Route 1 Box 562 Etna, California 96027	23-030-240 23-030-250	•
JACKSON, John S. & Patricia J.	VOI -	-808 PAGE 295
Rt. 1, Box 640 Montague, CA 96064	13-330-010	
Exhibit A-3 - Contract No. 780		

Exhibit A-3 - Contract No. 78029

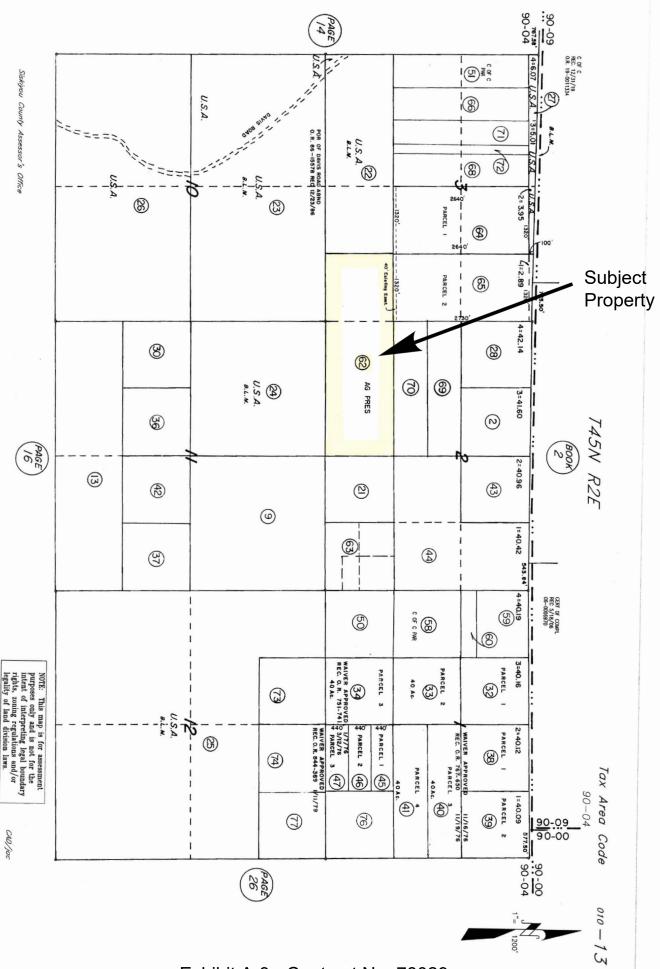
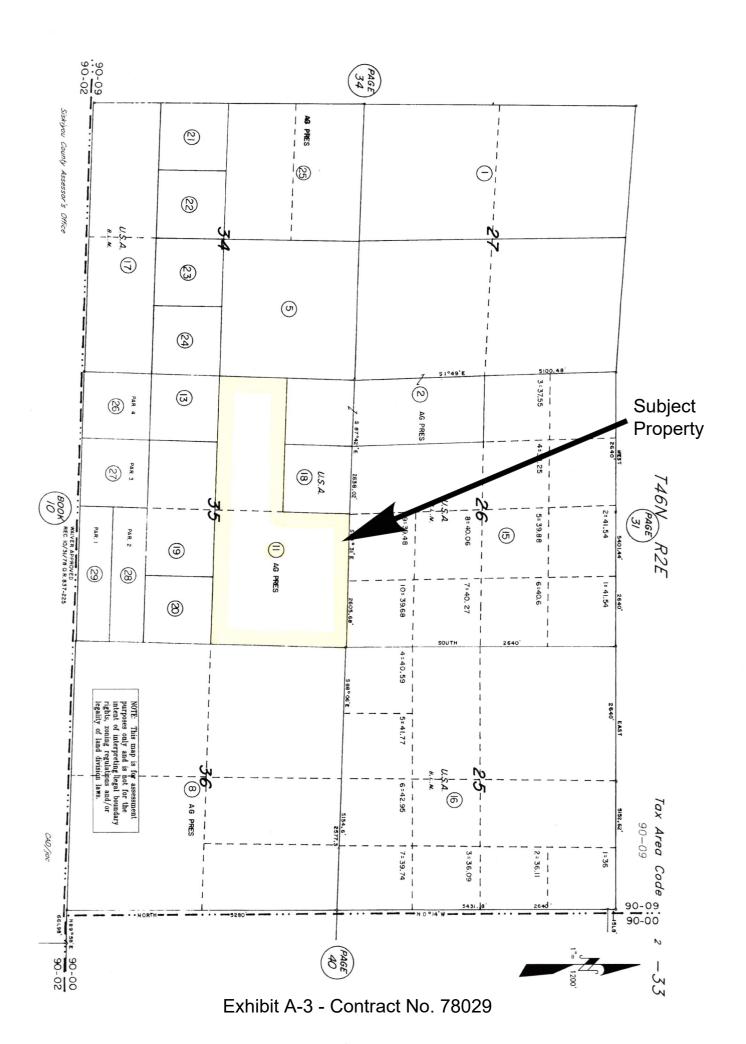


Exhibit A-3 - Contract No. 78029



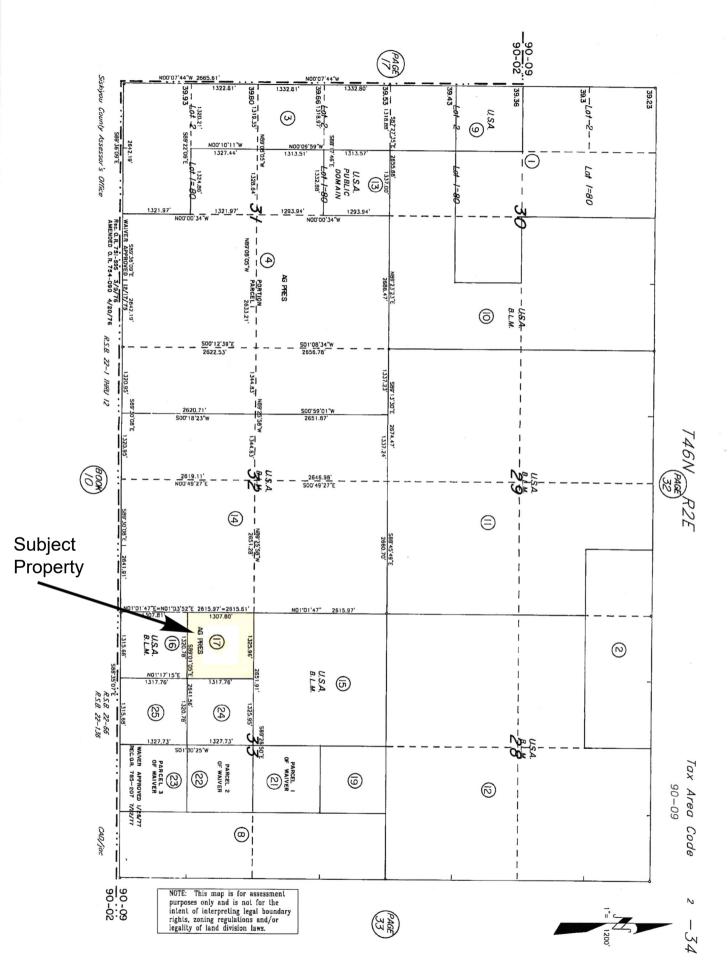


Exhibit A-3 - Contract No. 78029