October 3, 1973

Mr. & Mrs. James R. Dimick

Rt. 1, Box 137

Mt. Shasta, California 96067

Dear Mr. & Mrs. Dimick:

Enclosed please find an Addendum to the Agricultural Preserve Contract for your signature. A review of your contract has indicated that it has not been completely filled out and since it has been recorded, it is necessary for you to execute the enclosed addendum to the Contract authorizing the Clerk of the Board of Supervisors to properly complete the Contract placing your land in Agricultural Preserve.

Would you please execute this agreement before a Notary Public and return it to the Clerk of the Board of Supervisors in the enclosed self-addressed envelope at your earliest convenience.

Very truly yours,

NORMA PRICE, Clerk Board of Supervisors

Ву	
	Deputy

Enclosure

RANK J. DEMARCO County Sounsel APPLICATION		# 1/0	
The Notano	i .	11709	<i>:</i>
Tell APPLICATI		11709 FILE	
. 101 1 Cy3/11 C	ON FOR AN A	AGRICULTURAL PRESERVE CONTI	RACT72
YOU COUNTY, CALIFORNIA		NORMA FRICE,	CLERK
OWNER/OWNERS NAME (Include trust desencembrance holder	ed or other	D: James R. Damick M.	PORINE L. D
separate sheet if		JOHN JENSEN	
APPLICANT'S NAME (If other the James R.	han above): Dimic f, Maxine L. Dimic f - Rt. I Box	137, MOUNT Shast
APPLICANT'S ADDRES	SS: John	JENSEN - GLENBURN, Car	/; f;
person to receive County during the	any and al	wing person is hereby designation of the contract. I will notify ignated person or change of	ns from Siski y the County
DESIGNATED AGENT:	James R. L	Dimic K MAILING ADDRESS: Rt.	1 Box 137
Mount Shasta,	Calif		
,		IPTION OF PROPERTY	
	(Use	separate sheet if necessary)	
7		Arrangania Panaal No	Acreage
Present Agricultus	4 1	Assessor's Parcel No.	80.0
Cattle GRAZEIN	ig Land	27-230-110	7.00.0
	•,		440.0
1, 1,		27-240-030	770.0
			\$ 7 A A
	<u> </u>	Total acreage	720.0
Attached hereto a and copies of per Conservation Cont	tinent code	Total acreage eart hereof as if fully set sections relating to Cali	forth is a
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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______, 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:

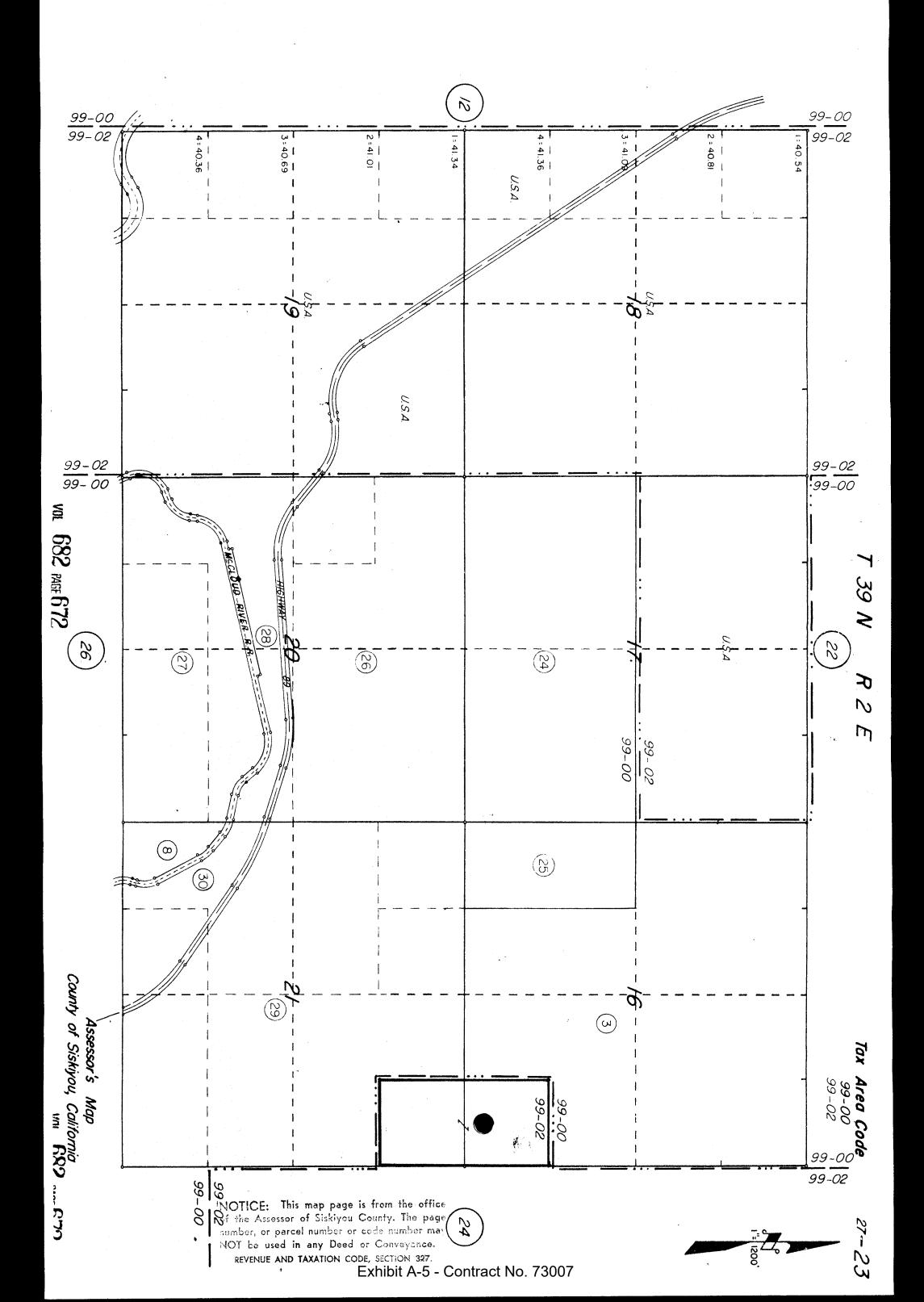
Clerk of the Board of Supervisors County of Siskiyou Courthouse Yreka, California 96097

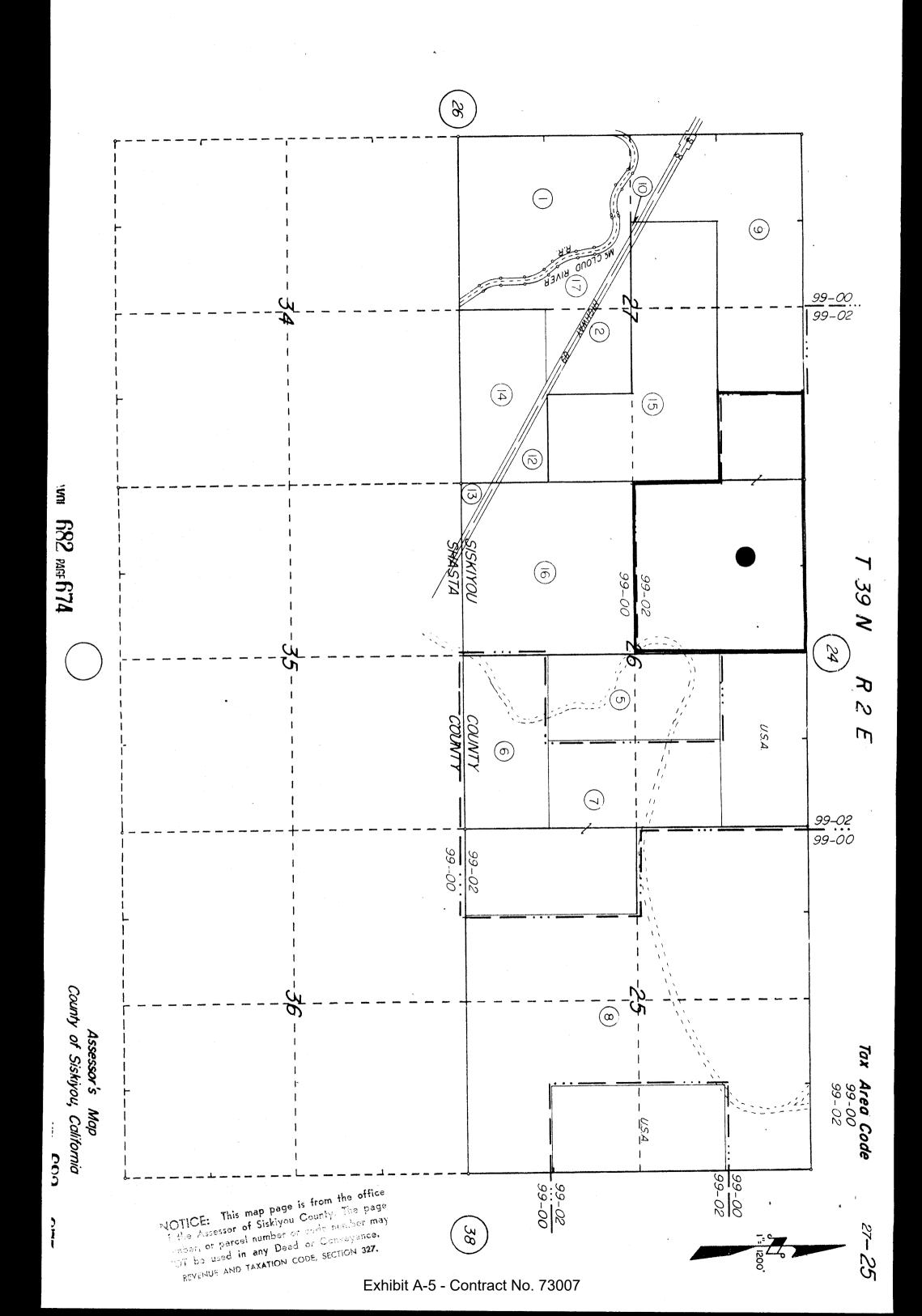
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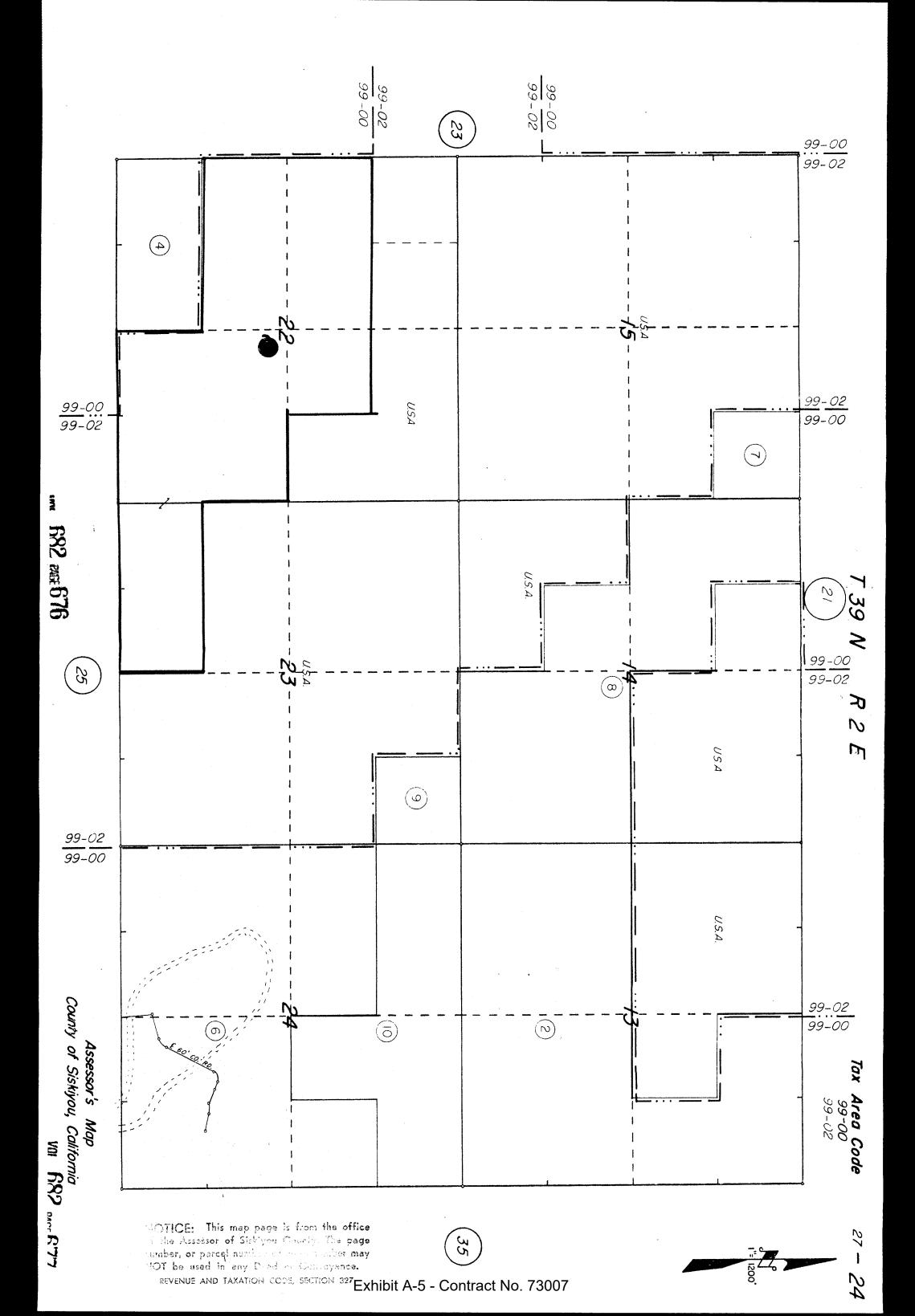
EXHIBIT "A"

List Assessor's Parcel Numbers below:	
	
	
	·

Notice to the Owner Shall be addressed as follows:
James R Dimick
Rt / Box 137
Mt. Sharta, Calif 96067
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.
James R. Diniel
Maxine L. Dimielo
John Jensen
OWNER
STATE OF CALIFORNIA)
) ss. COUNTY OF Shasta)
72
hofore me a Notary a Notary
Public, in and for said Shasta County, personally appeared James R. Dimick, Maxine L. Dimick and John Jensen
known to me to be the person s whose name subscribed to the within instrument, and acknowledged to me
that they executed the same.
The said the
Notary Public
May 21 1974
My Commission expires:
ATTEST: COUNTY OF SISKIYOU, Board of Supervisors
Clerk Chairman Chairman
STATE OF CALIFORNIA)) ss.
COUNTY OF SISKIYOU)
on this 16th day of February, 19 73, before me, John Watson a Notary Public, in and for said Siskippy County, personally appeared
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.
Notary Public
And 1 197/
My Commission Expires: 4-1-75 vol 682 FAGE 671







BOARD OF SUPERVISORS COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE (James R. Dimich, Maxime L. Dimick Rt. 1 Box 137 Mount Shasta, Calif. OWNER'S NAME JOHN JENSEN ADDRESS GleNBURN, Calif. PARCEL NUMBERS 27-240-030 27-250-031 27-230-110 HOW LONG HAVE YOU OWNED THIS LAND? 80 4713 TYPE OF AGRICULTURAL USE: Dry pasture acreage 16 1 mostly for a gathering place, Carrying capacity 40 h ____Carrying capacity___ Irrigated pasture acreage Dry farming acreage Crops grown Production per acre Field crop acreage Crops grown Production per acre Row crop acreage Crops grown Production per acre Type Production per acre Other acreage 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 No. of acres_____ Rental fee per acre_____Use of land___ Terms of lease Lease termination date Share cropped with others: Crop & to owner Acres LAND LEASED TO OTHERS: Name and address of lessee_____ Rental fee per acre Use of land No. of acres Lease termination date Terms of lease Share cropped to others: Crop % to owner Acres List expenses paid by land owner_____ REMARKS ON INCOME, ETC. : Six Rigon Properties leaves a water line right of way across this property, for the town of Pondosa at the reals of \$100.00 / ye 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 OM Support Tanda Date Ddg 19-72 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

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

8th

			old Porterfield, Ernest Hayden, Mike
	Belcastro an None.	d Ray Torrey.	Chairman Hayden presiding.
COUNTY ADA	JUNISTRATOR:	ess O'Roke	COUNTY CLERK: Norma Price
COUNTY CO	JNSEL: Frank	DeMarco	PURPOSE OF MEETING: Adjourned Regular
			OVING AGRICULTURAL PRESERVE CONTRACTS RVE ESTABLISHED BY RESOLUTION 119, Book 5.
	Belcastro, t Agricultural established Chairman aut said contrac persons whos	hat Resolutio Preserve Con by Resolution horized to si ts prior to M e contracts h	visor Wacker, seconded by Supervisor n 120, Book 5, being a Resolution approving tracts in New Agricultural Preserve 119, Book 5, is hereby adopted and the gn and the Clerk directed to record arch 1, 1973. Further, the names of ave been approved are listed on Exhibit tion and made a part thereof.
	NOES: N	upervisors Wa one. one.	cker, Porterfield, Belcastro and Torrey.
:	Resolution r	ecorded: Fel	oruary 9 , 1973, Vol. 681 ,
	Page 891	, officia	l records, County of Siskiyou.
			RECORDED AT REQUEST OF
			Siskivou County Clerk
			FAU / L. R. on My 879
			0.R.Vol. 682 Page 662
·			612020 25
	••• •••		No Charge
		•	
STATE OF CA	\ ee		
!,	NORMA PRICE	, County Cler	k and Ex-Officio Clerk of the Board of Supervisors, do hereby_certify the
foregoing to	be a full, true and co	errect copy of the minu	ite order of said Board of Supervisors passed on 2-8-73
Witnes	s my hand and the s	seal of said Board of S	upervisors, this 9th day of February , 133
	cc: File Recorde	r Siski	NORMA PRICE CONTROL COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY CALIFORNIA CONTROL COUNTY CALIFORNIA
			By Joanne Tendrick
			vol 682 page 679

MAY 3 8 25 AM '74 709 Page 260

RECORDER

FEE \$ No Charge ADDENDUM TO LAND CONSERVATION CONTRACT #170

THIS IS AN ADDENDUM to the Land Conservation Contract & Maxine L. Stimick and the COUNTY OF SISKIYOU, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou , 1973, and attached hereto as "Exhibit 1".

RECITALS:

WHEREAS, the parties to the aforesaid Land Conservation Contract which is attached as "Exhibit 1" hereto has not been fully completed by the parties prior to recordation, in that "Exhibit A", which is attached to that said agreement has not been fully completed, nor have all of the appropriate blanks been completely filled prior to the recordation of the aforesaid contract,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

- That the Clerk of the Board of Supervisors of the County of Siskiyou is authorized to complete "Exhibit A" to the aforesaid contract listing thereon a description of the property which has been accepted for contract pursuant to the California Land Conservation Act (Agricultural Preserve Contract).
- It is further mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to fill in the appropriate blanks in the aforesaid Land Conservation Contract.
- It is mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to record the said Addendum upon execution by the Board of Supervisors of the County of Siskiyou

(1 nril 25 10	17./
DATED: Upril 25,19	
	amea P. Dinich
<u> </u>	Taxin & Dinich
	•
	OWNER
COUNI SUPER	Y OF SISKIYOU, BOARD OF YISORS
BY Z	sunt A Haydin
ATTEST:	narman ,
Clerk, Board of Supervisors	
STATE OF CALIFORNIA)	·
County of) ss.	
	, a Notary Public, in unty, personally appeared
known to me to be the person /	to think hose name a and
subscribed to the within instrumen	t, and acknowledged to me that
CARROLL SALVETEIN COMPONIA 1	Elsa V-III
My Commission Expires:	Notary Public
STATE OF CALIFORNIA)	
) ss County of Siskiyou)	
On this 35th day of (before me, falin 11) atson, for said (county, county, for the Board of Supervisors of Sisk subscribed to the within instrument the executed the same.	personally appeared to me to be the Chairman
	Notary Public
My Commission Expires: 4-7-75	Notary Public
	MODELIN WATSON NOTARY PUBLIC-CALIFORNIA SISCIPOU COUNTY My Commission Expires April 1, 1975

2.

EXHIBIT "A"

List Assessor's Parcel Numbers below:
27-230-110
27-250-030
27- 240- 030

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

25th day April

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike

Belcastro and Ray Torrey. Chairman Hayden presiding. ABSENT:

COUNTY ADMINISTRATOR:

Richard E. Sierck

COUNTY CLERK:

Norma Price

COUNTY COUNSEL!

Frank DeMarco

PURPOSE OF MEETING:

Adjourned

ADDENDUMS TO LAND CONSERVATION CONTRACTS APPROVED AND CLERK AUTHORIZED TO RECORD.

It was moved by Supervisor Wacker, seconded by Supervisor Porterfield, that upon the certification of Robert K. Fink, Senior Appraiser, Rural, Siskiyou County Assessor's Office, that he has reviewed the Addendums to the Land Conservation Contracts and with the information available to the Assessor's Office he found that all material contained in the addendums is correct and in proper order, the Board does hereby approve the Addendums to the Land Conservation Contracts between the County of Siskiyou and the following persons, and the Chairman is authorized to sign and the Clerk is authorized to have said Addendums recorded:

Lila Butler Beck Albert J. & Molly Jean Boyle Donald G. & Patricia A. Brazil Mr. & Mrs. Robert E. Cheyne Stanley A. & Betty R. Cooley James R. & Maxine L. Dimick David Ellison Edwin C. Hart, et al Merle Dale & Juanita S. Goode Ruth K. & Harlan B. Griswold, Jr. Silas H. Johnson, Jr. Maylene McCoach Robert B. McIntosh, et al Lewis W. & Mary Ann Parsons Lewis W. Parsons Merwyn S. & Dorothy Rickey, et al Merwyn S. & Dorothy Rickey George P. & Alice R. Silveira Ray A. & Geraldine V. Torrey Harold B. & Dolores L. Tozier

Doris S. & George W. Young, Jr.

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.

NOES: None. ABSENT: None.

STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ss

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 4-25-74

Witness my hand and the seal of said Board of Supervisors, this 2nd _day of___Mav__

File cc: Assessor Recorder

MORMA PRICE COUNTY GLERK

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

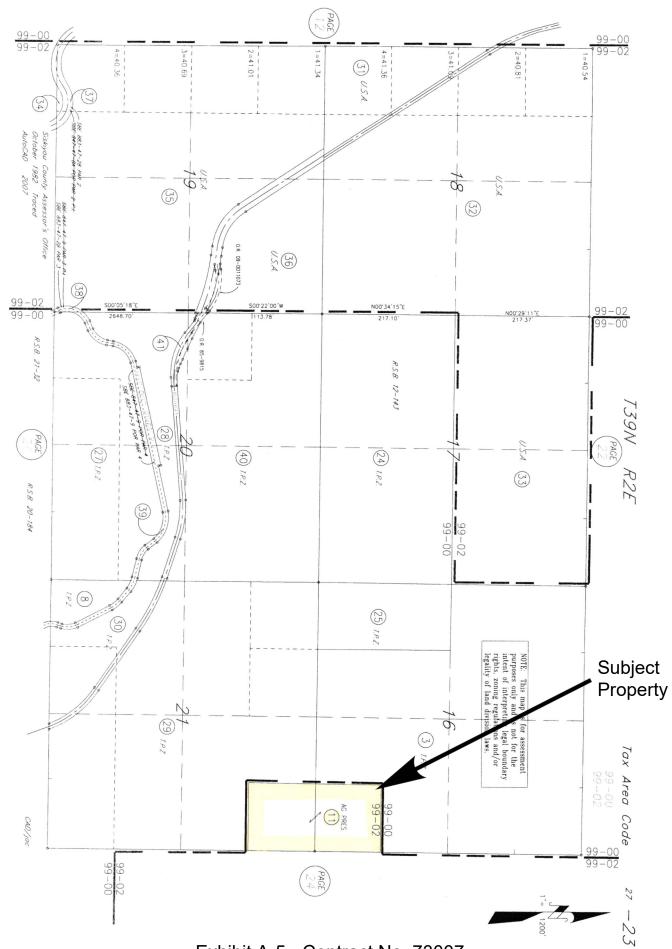


Exhibit A-5 - Contract No. 73007

