

Staff Report

Submission Date: August 23, 2022

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Williamson Act Contract No. 72062 (Baird), 73007 (Lakey), 73018 (McIntosh), 73032 (Johnson, Marcus), 74024 (Eastlick), 76019 (Cardone), 76026 (Oliver), 78034 (Stafford), 83013 (Thompson) and 89002 (Schroeder), Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts Consistency Review and Determination

Exhibits: **A.** Existing Williamson Act Contracts
B. Map of property under Contracts

Background

Agricultural and compatible uses had not been verified by the property owners under the subject contracts prior to preparing the Public Hearing Notice for the upcoming Board of Supervisors meeting, September 6, 2022. Several attempts have been made to contact the property owners to verify compliance with their Williamson Act Contract as detailed below.

Correspondence

Property owners of each of the proposed contracts were sent the following –

1st attempt - Survey Mailed July 1, 2021

2nd attempt – Survey Mailed September 8, 2021

3rd attempt – Survey & Letter Mailed April 8, 2022

Notice of Intent to recommend Contract for Non-Renewal – Certified Mail August 9, 2022

In addition, a list of 60 owners that had not returned their surveys was sent to the Agricultural Commissioners office with a request for contact information for these owners. They were able to provide phone number and email addresses for the majority of the list. Staff was able to locate additional phone numbers for some owners utilizing online searches.

Contract No. 72062 Baird

July 1, 2022 - Attempted to contact by phone – the phone numbers found were not valid

August 22, 2022 – Owner called and requested a copy of the survey. Copy emailed as requested.

August 23, 2022 – Owner returned a completed survey, noting agricultural uses on the property.

Staff will be recommending the board not issue a Notice of Non-Renewal for this contract at this time.

Contract No. 73007 Lakey

July 14, 2022 - Attempted to contact by phone – there was never an answer to the phone numbers found and voicemails were not returned.

Contract No. 73018 McIntosh

July 14, 2022 – Attempted to contact by phone – there was no answer –voicemail was not returned.

Contract No. 73032 Johnson

During the review process, it was found that this property is a portion of a legal parcel, having 2-acres under a separate contract. This will require a contract amendment to consolidate all portions of the legal parcel under one contract or to issue a Notice of Non-Renewal for both contracts.

Staff will be recommending the board not issue a Notice of Non-Renewal for this contract at this time.

Contract No. 74024 Eastlick

No phone number was located for this owner.

August 15, 2022 – owner called requesting a copy of the survey. Copy emailed as requested.

August 18, 2022 – owner returned a completed survey noting agricultural uses on the property.

Staff will be recommending the board not issue a Notice of Non-Renewal for this contract at this time.

Contract No. 76019 Cardone

July 1, 2022 - Contacted owner by phone. They requested a copy of the survey be emailed to them.

The owner responded that at this time they thought it was in their best interest to go ahead with the non-renewal. The chose not to return the survey.

Contract No. 76026 Oliver

July 14, 2022 – Called owner and left voicemail –voicemail was not returned.

August 17, 2022 – Family member called requesting a new copy of the survey. Copy emailed as requested.

Contract No. 78034 Stafford

July 14, 2022 – Called owner and left voicemail –voicemail was not returned.

Contract No. 83013 Thompson

No phone number located for this owner.

Contract No. 89002 Schroeder

July 14, 2022 – Called owner and left voicemail –voicemail was not returned.

The principal compliance concerns are as follows:

- Agricultural Production Uses have not been verified as property owners have not provided the requested information as required (Rules V.)B)).

Parcel History

Contract No. 73007 Lakey

This Williamson Act Contract was established as Clerk's No. 170 (Assessor's Contract No. 73007), as recorded in Siskiyou County Official Records as Volume 682 at Page 662, on February 26, 1973. The parcels remain unchanged since entry into contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 119, Book 5.

Contract No. 73018 McIntosh

This Williamson Act Contract was established as Clerk's No. 182 (Assessor's Contract No. 73018), as recorded in Siskiyou County Official Records as Volume 682 at Page 830, on February 26, 1973. The original contract totaled 718.1 acres however two parcels, 131-acres, were removed as they are zoned Timber Production.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 119, Book 5.

Contract No. 76019 Cardone

This Williamson Act Contract was established as Clerk's No. 274 (Assessor's Contract No. 76019), as recorded in Siskiyou County Official Records as Volume 750 at Page 46, on February 17, 1976. The original contract totaled 1086 acres however a Notice of Non-Renewal was recorded in Siskiyou County Official Records as Volume 839 at Page 800, on November 28, 1978, leaving this 40-acre parcel under the existing contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 30, Book 7, adopted February 10, 1976.

Contract No. 76026 Oliver

This Williamson Act Contract was established as Clerk's No. 281 (Assessor's Contract No. 76026), as recorded in Siskiyou County Official Records as Volume 750 at Page 156, on February 17, 1976. The acreage noted in the original application was 64.9 acres however the Assessor's office corrected the acreage January 6, 1977 to 69 acres. The parcel remains unchanged since entry into the contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 30, Book 7, adopted February 10, 1976.

Contract No. 78034 Stafford

This Williamson Act Contract was established as Clerk's No. 355 (Assessor's Contract No. 78034), as recorded in Siskiyou County Official Records as Volume 810 at Page 364, on February 28, 1978. The parcel remains unchanged since entry into contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 39, Book , adopted February 14, 1978.

Contract No. 83013 Thompson

This Williamson Act Contract was established as Clerk's No. 403 (Assessor's Contract No. 83013), as recorded in Siskiyou County Official Records as Document No. 84001399, on February 1, 1984. The parcels remain unchanged since entry into contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution No. 271, Book 11, adopted December 13, 1983.

Contract No. 89002 Schroeder

This Williamson Act Contract was established as Clerk's No. 428 (Assessor's Contract No. 89002), as recorded in Siskiyou County Official Records as Document No. 89000876, on January 23, 1989. The parcels remain unchanged since entry into contract.

The subject property is located in the original Agricultural Preserve, as established per Board of Supervisors Resolution 88-314.

Pursuant to the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules) Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Analysis

Agricultural and compatible uses on the subject property under Contracts # 73018, 76019, 76026, 78034, 83013 and 89002 have not been verified by the property through the compliance monitoring surveys outlined in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts.

Recommended Action

- Find that Contracts # 73018, 76019, 76026, 78034, 83013 and 89002 are not in compliance with the minimum requirements of a Williamson Act Contract as detailed in the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Recommend the Board of Supervisors Issue a Notice of Non-Renewal for Contracts # 73018, 76019, 76026, 78034, 83013 and 89002.

Agricultural Preserve Administrator Recommendation

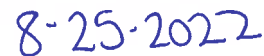
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds Williamson Act Contracts # 73018, 76019, 76026, 78034, 83013 and 89002 are not compliant with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a Notice of Non-Renewal of said contracts.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on August 23, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

This 14 day of Feb, 1972

MICHAEL J. WENNESSY
County Counsel

10241

FILED

Fred J. DeMarco
DEPUTY COUNTY COUNSEL

DEC 8 8 36 AM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

BY *James Sandick*
DEPUTY

OWNER/OWNERS NAME AS RECORDED: SELBY CONC 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

24-380-140 160

RECORDED AT REQUEST OF
Siskiyou County Clerk

5 MIN. PART 8 3 1/2 IN.
OFFICE RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

BK Selby

Vol. 653 Pg. 210

RECORDED

No Chg.

Total acreage 160

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 55000 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

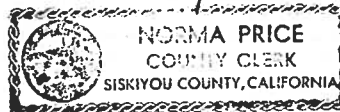
ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price Clerk
Ernest A. Hayden Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 23rd 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.

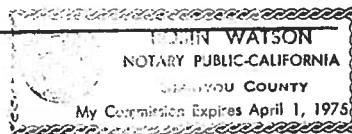
Robin Watson
Notary Public

My Commission Expires: _____

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STATE OF CALIFORNIA)
COUNTY OF Siskiyou)

ss.

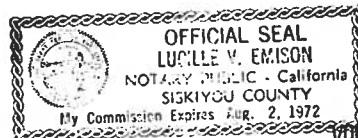


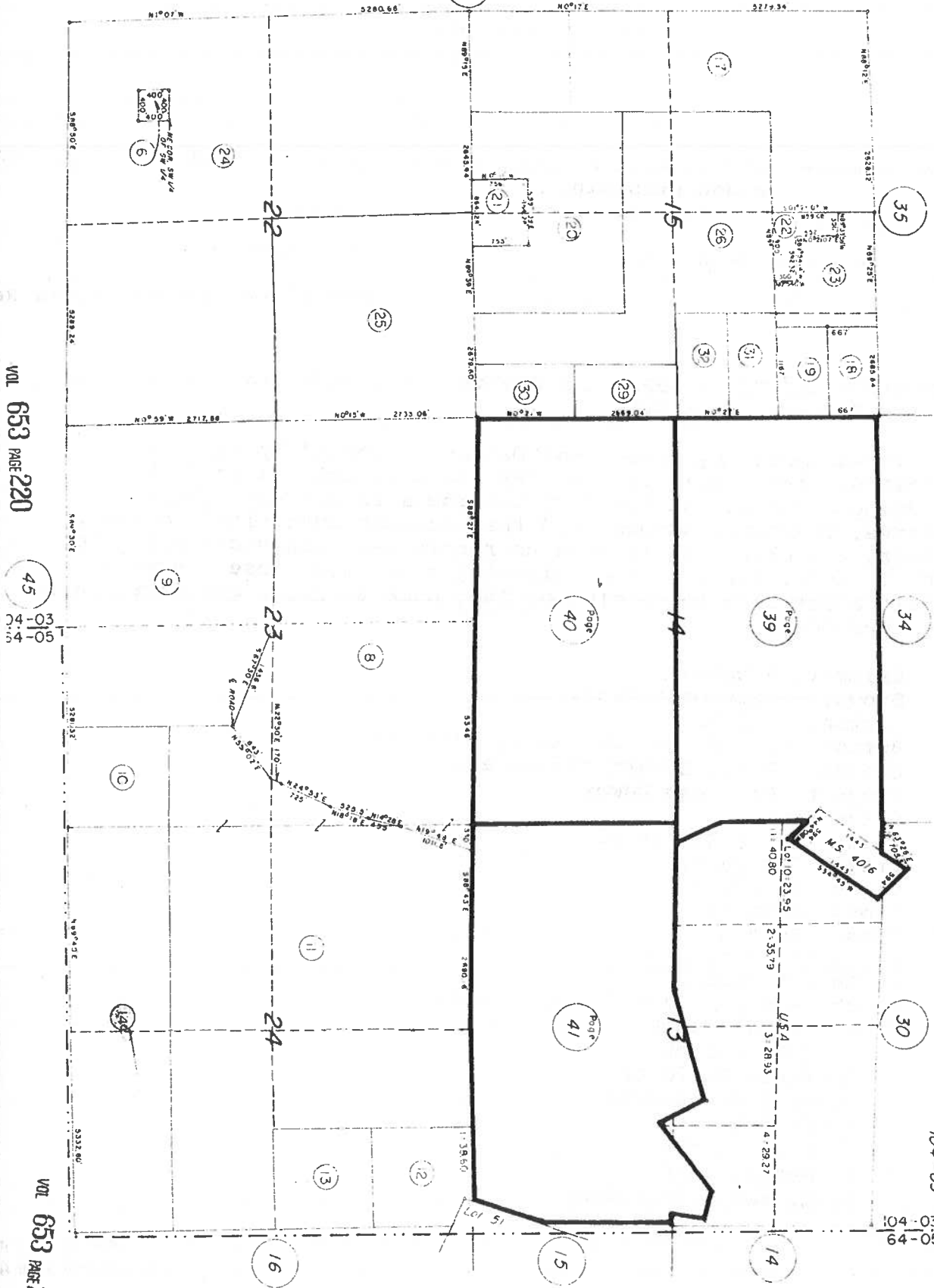
On this 1st day of December, 1971,
before me, Lucille V. Emison, a Notary
Public, in and for said Siskiyou County, personally
appeared Gene Selby, Alma Selby
known to me to be the person whose
name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Lucille V. Emison
Notary Public

My Commission expires: _____

Aug 2, 1972





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Tax Area Code
104-03

24-38

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 1972

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.
Flock, 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)

VOL 653 PAGE 222

Exhibit A - 72062

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.

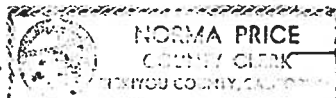
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

MEMBERS:

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

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

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

By _____
Deputy

Enclosure

C
O
P
Y

The 16th day of Feb. 1973
FRANK J. DEMARCO
SISKIYOU COUNTY

11709

170

FILED

County Counsel

FRANK J. DEMARCO
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

NORNA PRICE, CLERK

OWNER/OWNERS NAME AS RECORDED: JAMES R. DIMICK, MARINE L. DIMICK
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) JOHN JENSEN

APPLICANT'S NAME (If other than above):
APPLICANT'S ADDRESS: JAMES R. DIMICK, MARINE L. DIMICK - Rt. 1 Box 132, Mount Shasta, Calif.
JOHN JENSEN - GLENBURN, Calif.

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: JAMES R. DIMICK MAILING ADDRESS: Rt. 1 Box 132
Mount Shasta, Calif.

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>CATTLE GRAZING LAND</u>	<u>27-230-110</u>	<u>80.0</u>
" "	<u>27-250-030</u>	<u>200.0</u>
" "	<u>27-240-030</u>	<u>440.0</u>
Total acreage		<u>720.0</u>

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: JAMES R. DIMICK
MARINE L. DIMICK
JOHN JENSEN

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes ___ No X
PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:
Timber Culture

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 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.

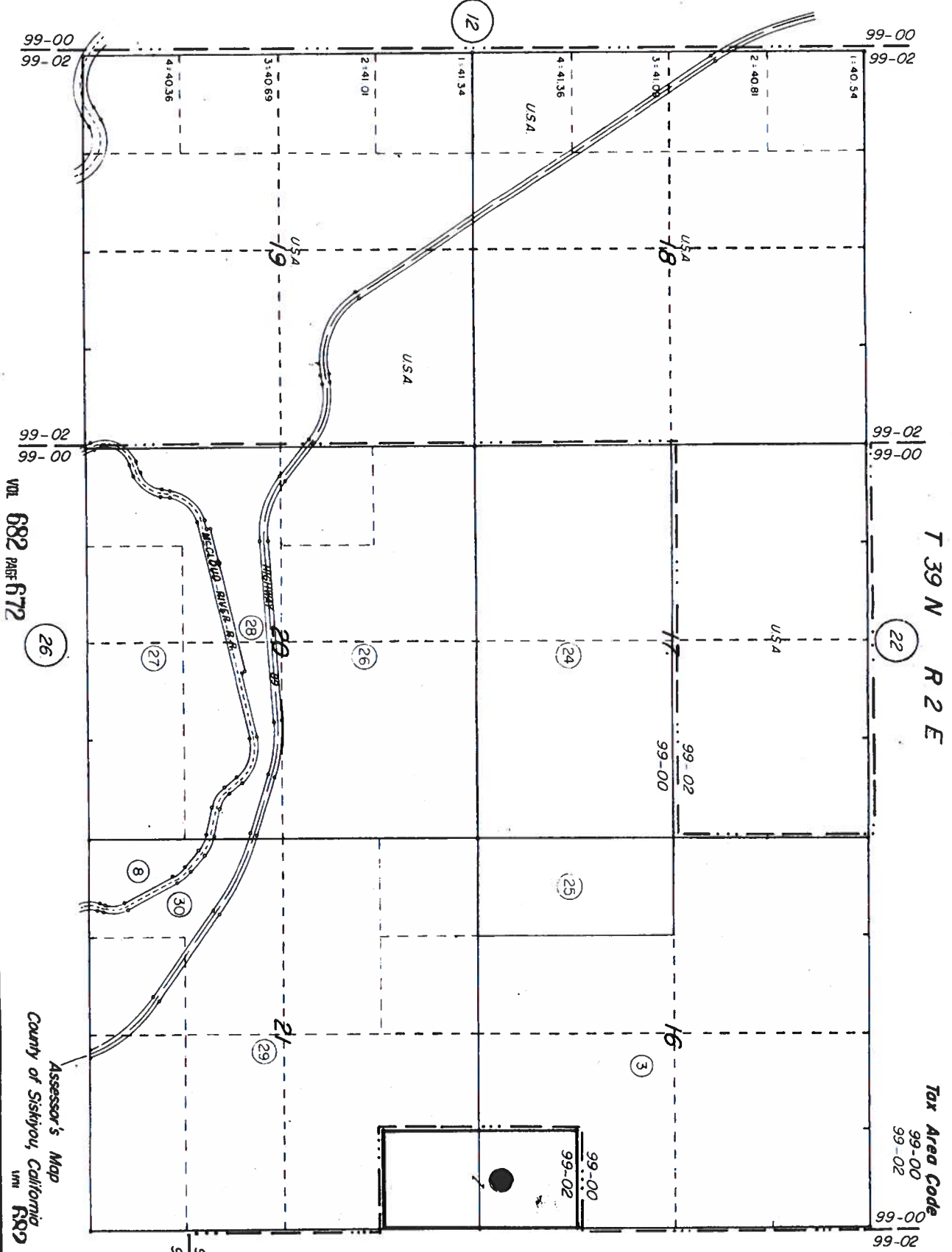
Section 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

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



VOL 682 PAGE 672

Assessor's Map
County of Siskiyou, California
F89

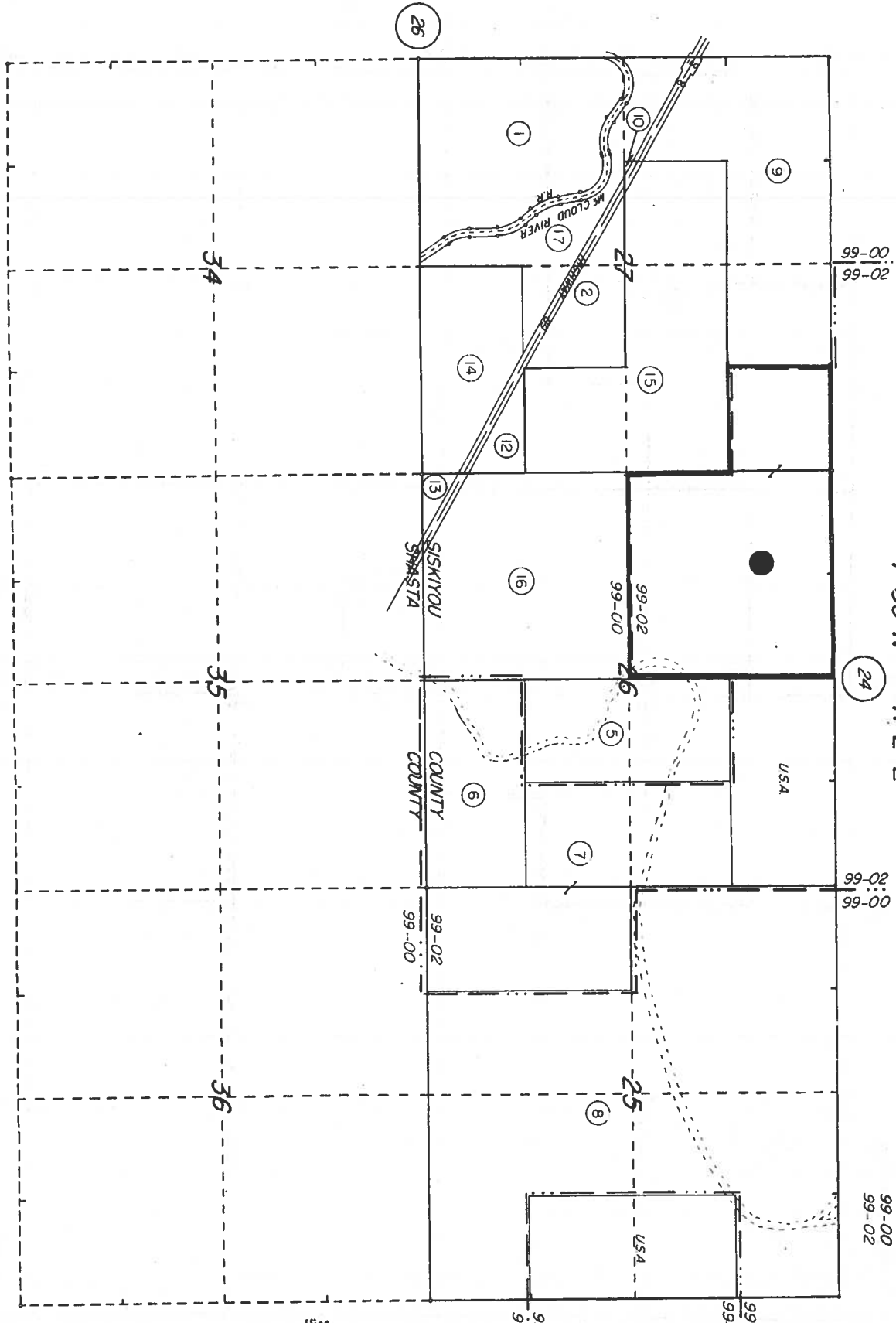
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.

REVENUE AND TAXATION CODE, SECTION 327.

Exhibit A - 73007

Exhibit B-4 - AGN-22-07

27-23



T 39 N R 2 E

Tax Area Code
99-00
99-02

27-25

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or title number may not be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Exhibit B-4 - AGN-22-07

Exhibit A - 73007

MAP 6882 PAGE 674

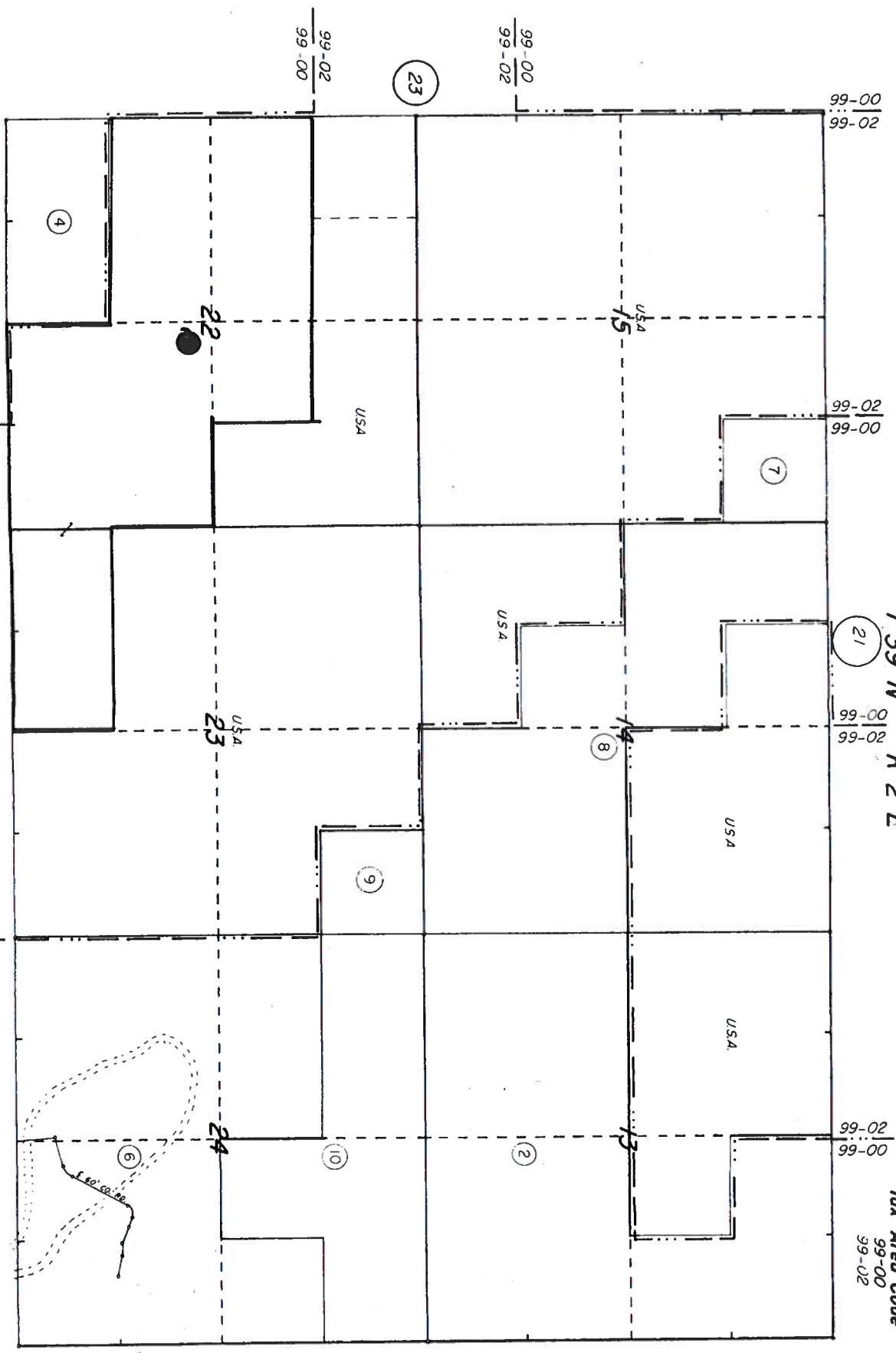
Assessor's Map
County of Siskiyou, California

RR2 map 676

25

99-02
99-00

Assessor's Map
County of Siskiyou, California
VII RR2 map R77



99-00
99-02

99-02
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99-00
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99-02

T 39 N
R 2 E

Tax Area Code
99-00
99-02

27 - 24

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23

24

35



NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number, or section number may NOT be used in any form of legal evidence.

VENUE AND TAX MAPS SECTION 327.

Exhibit B-4 - AGN 22-07

Exhibit A - 73007

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME John Jensen ADDRESS Glenburn, Calif.
(James R. Dimick, Maxine L. Dimick - Rt. 1 Box 127 Mount Shasta, Calif.)

PARCEL NUMBERS 27-240-030 27-250-031 27-230-110

HOW LONG HAVE YOU OWNED THIS LAND? 80 yrs

TYPE OF AGRICULTURAL USE:

Dry pasture acreage Used mostly for a gathering place Carrying capacity 40 ^{fourty} hd
FLR 4 To 5 Months

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 _____

Grazing AUM _____ Term _____ Fees paid _____

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 _____ 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 _____

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.: Siskiyou Properties leaves a water line right of way across this property, for the town of Pondosa at the rate of \$100.00/yr

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 John Jensen - James R. Dimick Date Dec 19 72
Maxine L. Dimick

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 day February 1973

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

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

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

RECORDED AT REQUEST OF
Siskiyou County Clerk

FEB 20 5 03 AM '73
O.R. Vol. 682 Page 662

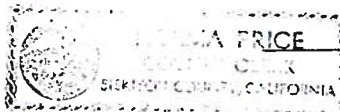
No Charge

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

VOL 682 PAGE 679

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

MAY 3 8 25 AM '74
Vol. 709 Page 260

812531eng

RECORDER FEE \$ No. Charge

13321

FORM APPROVED

This *Land* *Conservation* *Contract* *12 May 1974*

Ernest A. Hayden
SISKIYOU COUNTY, CALIFORNIA

OK
7/12/74

ADDENDUM TO LAND CONSERVATION CONTRACT #170

THIS IS AN ADDENDUM to the Land Conservation Contract between *James L. & Maxine L. Nimick* and the COUNTY OF SISKIYOU, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou on the *Feb. 8*, 1973, and attached hereto as "Exhibit 1".

RECITALS:

1. 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:

1. 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).

2. 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.

3. 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

DATED: April 25, 1974

James R. Lemick
Margaret L. Lemick

OWNER

COUNTY OF SISKIYOU, BOARD OF SUPERVISORS

BY Ernest A. Hadden
Chairman

ATTEST:
Norma Price
Clerk, Board of Supervisors

STATE OF CALIFORNIA)
) ss.
County of _____)

On this 9th day of October, 1973,
before me, Edna H. Stogel, a Notary Public, in
and for said Siskiyou County, personally appeared
James R. Lemick + Margaret L. Lemick
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Edna H. Stogel
Notary Public

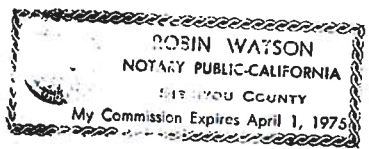
My Commission Expires: _____

STATE OF CALIFORNIA)
) ss
County of Siskiyou)

On this 25th day of April, 1974,
before me, Robin Watson, a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hadden, known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Robin Watson
Notary Public

My Commission Expires: 4-1-75



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 1974

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.

ABSENT: None.

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}

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 4-25-74

Witness my hand and the seal of said Board of Supervisors, this 2nd day of May, 1974.

cc: File
Assessor
Recorder



NORMA PRICE
COUNTY CLERK

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

By [Signature] Deputy Clerk

VOL 709 PAGE 263

SISKIYOU COUNTY

FORM APPROVED

This is the day of Feb 1973
FRANK J. DEMARCO
County Counsel

11717

FILED

Frank J. Demarco
COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA
APPLICATION FOR AN AGRICULTURAL PRESERVATION CONTRACT AM '72
SISKIYOU COUNTY, CALIFORNIA
Robert B. Mcintosh
Betty Moine Mcintosh
John F. Mcintosh
Dorinda Lee Mcintosh

OWNER/OWNERS NAME AS RECORDED:
(Include trust deed or other encumbrance holders. Use separate sheet if necessary)

APPLICANT'S NAME (If other than above): Dorinda Lee Mcintosh

APPLICANT'S ADDRESS: Pt. 5 Red Bluff, Calif.

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:

Robert B. Mcintosh MAILING ADDRESS: Box 598 711^{1/2} Road, Calif.
Dorinda Lee Mcintosh ADDRESS: Pt. 5 Red Bluff, Calif.

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use Assessor's Parcel No. Acreage

Separate sheet

Total acreage _____

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: Dorinda Lee Mcintosh

John A. Mcintosh
Dorinda Lee Mcintosh

Robert B. Mcintosh
Betty Moine Mcintosh

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture - Forest

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

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:

Agriculture Forestry

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 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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

Parcel Numbers taken from Assessment
1971-72 Tax Statement

Tax Area Code 99-00

27-070-110

27-480-020

27-070-090

27-070-240

27-480-050

27-070-120

27-480-010

McIntosh Ranch

Lots Three (3), Four (4), Five (5), Six (6), Twelve (12), Thirteen (13), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20); And the Southeast quarter of Section Two (2); the West Half of the Southwest quarter of Section One (1); and Lots Nine (9), Sixteen (16), and Seventeen (17) of Section Three (3); and in Section One (1) all that part of Government Lot Twenty (20) lying southwesterly of the southwesterly boundary line of State Highway No. 89 as the same is now located over and across said Lot; and in Section Two (2), all that part of Government Lots Fourteen (14) and Fifteen (15) lying southwesterly of the southwesterly boundary line of State Highway No. 89 as the same is now located over and across said Lots:

All lying in Township 39 North, Range 1 East, Mount Diablo Meridan;

EXCEPTING THEREFROM, HOWEVER, those portions of said Lot (9) heretofore sold and conveyed by instruments of record. *same*

Parcel numbers of above described land taken from Assessors 1971-1972 Tax Statement . tax area 99-00.

27-070-110
27-480-020
27-070-090
27-676-220
27-480-050
27-070-120
27-480-010

Total Acreage 718 acres

Notice to the Owner shall be addressed as follows:

Robert B. McIntosh
Box 598 McCloud, Calif.

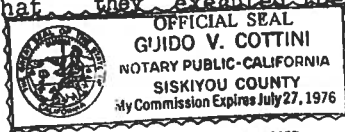
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Robert B. McIntosh
Betty Maxine McIntosh
Donna Lee McIntosh
John J. McIntosh by Donna Lee McIntosh
OWNER

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 21st day of August, 1972,
before me, Guido V. Cottini, a Notary
Public, in and for said Siskiyou County, personally
appeared Robert B. McIntosh, Betty Maxine McIntosh and Donna Lee McIntosh
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me
that they executed the same.



P. O. Box 116, McCloud, CA. 96057

Guido V. Cottini
Notary Public

My Commission expires: July 27, 1976

ATTEST:

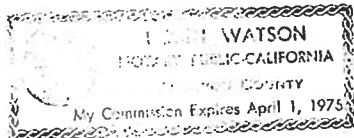
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

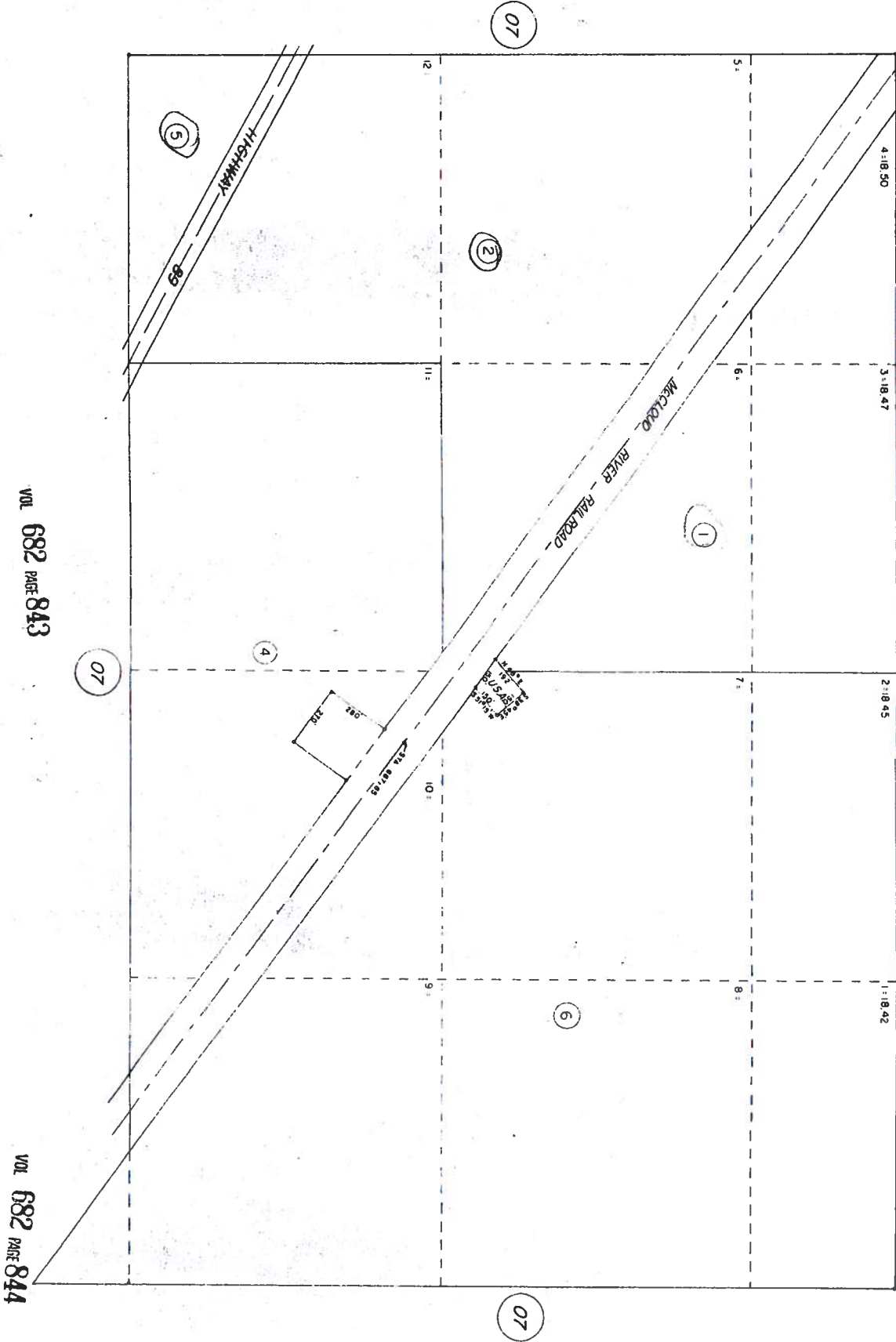
On this 16th day of February, 1973, before
me, Robin Watson a Notary Public, in and for
said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Robin Watson
Notary Public

My Commission Expires: 4-1-75

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.



Por of Sec 2 T 39N R1E

05

Tax Area Code
99-00

27 - 48



05

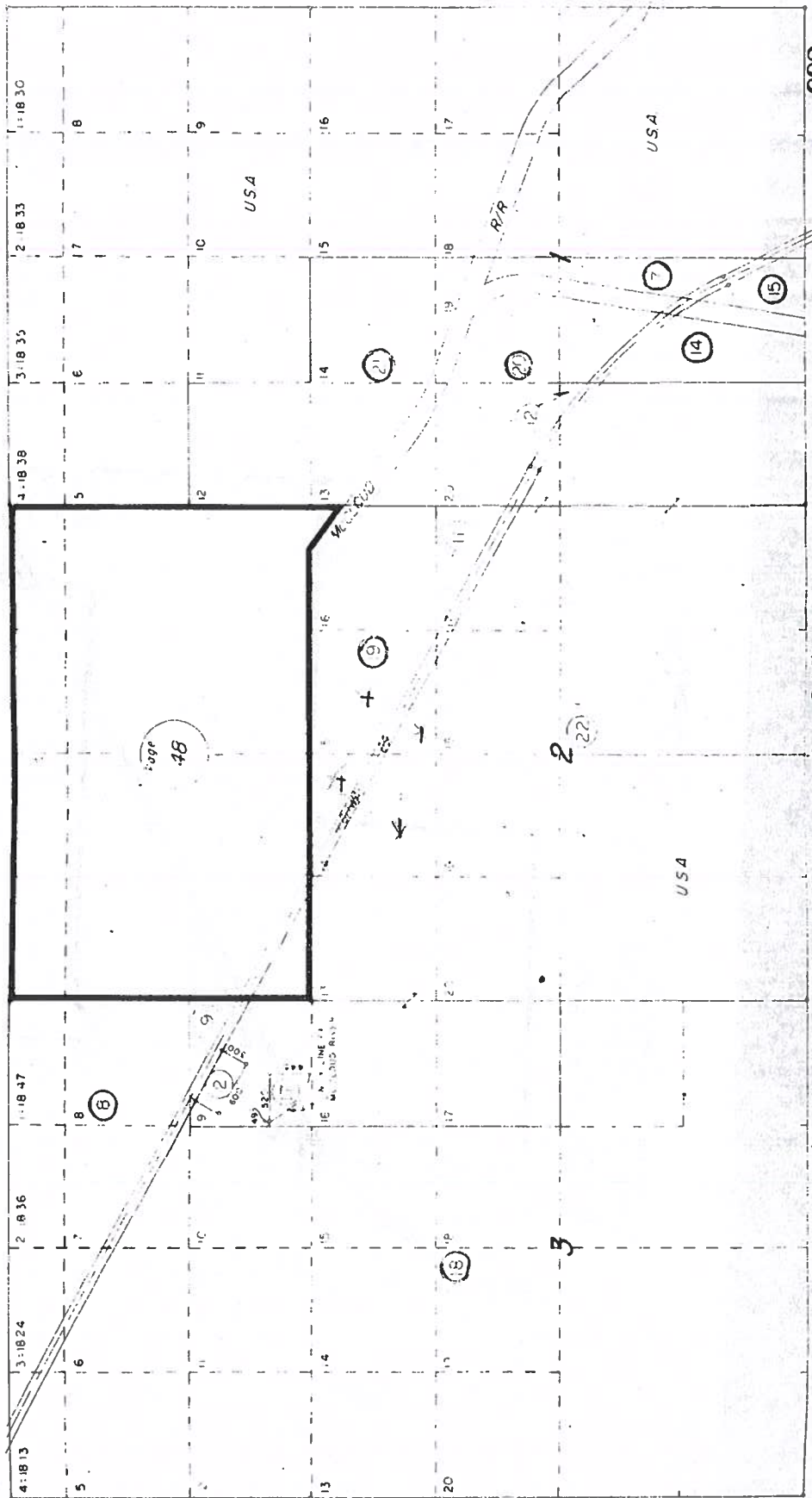


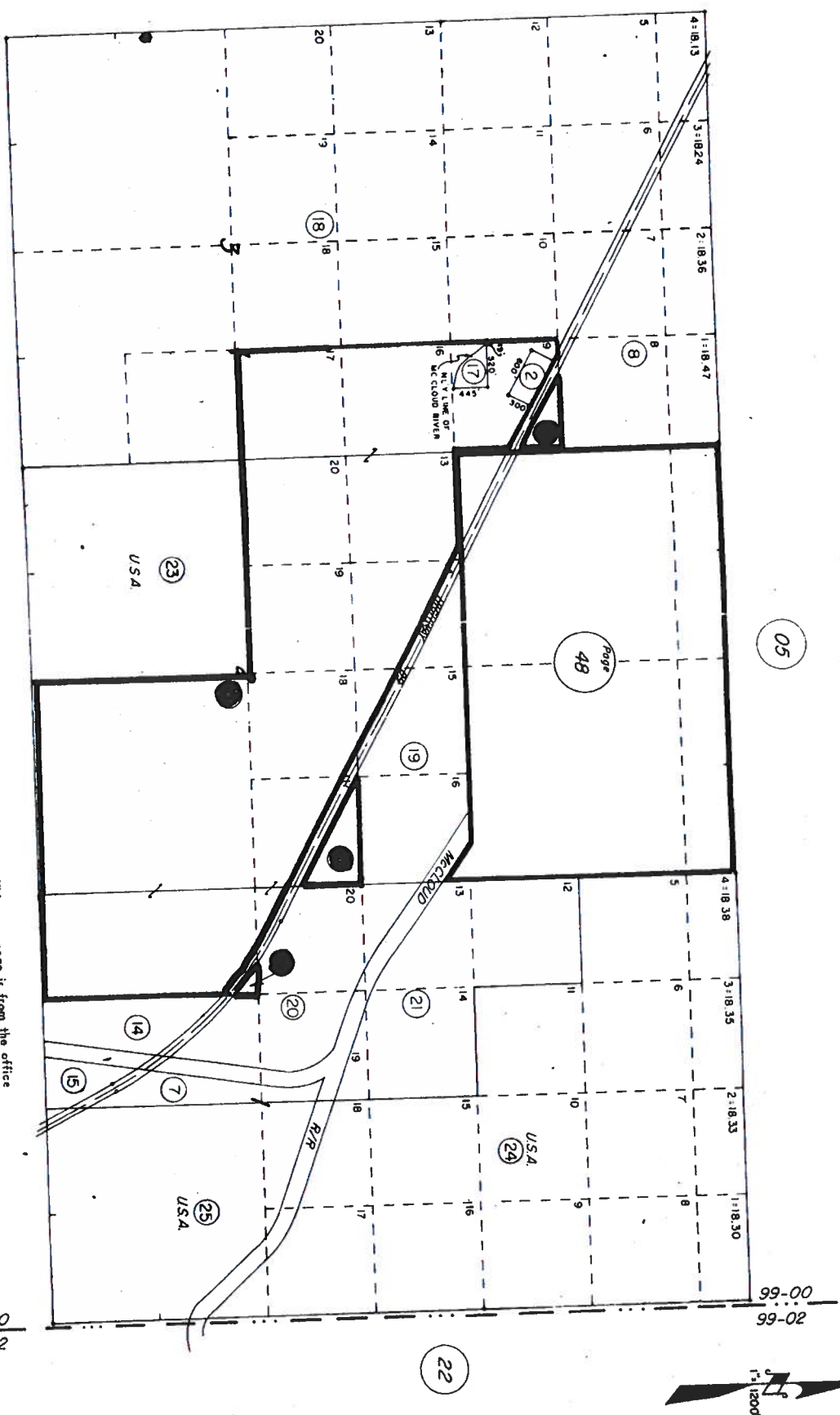
Exhibit A - 73018

McCloud River

Secs 1, 2 & 3 T39N R1 E

Tax Area Code
99-00

27-01



05

06

10

22

Vol 709 Page 316

Vol 709 Page 317

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Mc. LINTOSH

Por of Sec 2 T 39N R1E

Tax Area Code
99-00

27 - 48



SEE PAGE 318

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 277.

SEE PAGE 319

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Donna Lee, Robert B. Marine, Mcintosh, ADDRESS Box 578 McNeal, Ca.

PARCEL NUMBERS 27-070-220 27-480-020 27-480-010 27-070-110
27-480-050 27-070-090 27-070-120

HOW LONG HAVE YOU OWNED THIS LAND? Mcintosh Family since 1907

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 560 Acreman fence. Mostly in Parcel No. 27-070-220 Carrying capacity 450 AUM ^{Rain Fed}

Irrigated pasture acreage None Carrying capacity _____

Dry farming acreage None Crops grown _____ Production per acre _____

Field crop acreage None Crops grown _____ Production per acre _____

Row crop acreage None Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

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 U.S. Plywood Corp No. of acres 33,038

Rental fee per acre .038 Use of land Summer grazing cattle

Terms of lease Yearly 6/1 to 10/1 Lease termination date 12/1/72

Share cropped with others: Crop None to owner _____ Acres _____

LAND LEASED TO OTHERS: None

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.: Rand fence fence used as gathering field Sept 15- to Nov. 1 - 450 AUM. per year @ \$5 - \$2250. - income per year. Rand not under fence. Waived to U.S. Forest Service. No pasture income

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 Robert B. McIntosh Date December 7, 1972

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 day February 1973

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

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

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

RECORDED & INDEXED BY
Siskiyou County Clerk
SISKIYOU COUNTY, CALIF.

FEB 26 8 40 AM '73
O.R. Vol. 682 Page 830

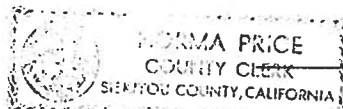
8120
No Charge

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

MAY 3 8 29 AM '74

Vol. 709 Page 314

812 Selby

FORM APPROVED

This *land* *of* *Siskiyou*, 1974 *OK*
FORM NO. 1

13328

Frank J. Demarco
SISKIYOU COUNTY, CALIFORNIA

ADDENDUM TO LAND CONSERVATION CONTRACT #182

RECORDER FEE \$ No Charge THIS IS AN ADDENDUM to the Land Conservation Contract between Robert E. McIntosh et al and the COUNTY OF SISKIYOU, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou on the Feb. 8, 1973, and attached hereto as "Exhibit 1".

RECITALS :

1. 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:

1. 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), and more particularly described on attached map.

2. 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.

3. 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

DATED: April 25, 1974

Robert B. McIntosh
OWNER

COUNTY OF SISKIYOU, BOARD OF SUPERVISORS

BY Ernest A. Hayden
Chairman

ATTEST:

Norma Price
Clerk, Board of Supervisors

STATE OF CALIFORNIA)
County of Siskiyou) ss.

On this 15th day of October, 19 73,
before me, Elsa K. Stadel, a Notary Public, in
and for said Siskiyou County, personally appeared
Robert B. McIntosh
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
~~he executed the same.~~

OFFICIAL SEAL
ELSA K. STADEL
NOTARY PUBLIC - CALIFORNIA
My Commission Expires: 2-1-74

Elsa K. Stadel
Notary Public

STATE OF CALIFORNIA)
County of Siskiyou) ss

On this 25th day of April, 19 74,
before me, Robin Watson, a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden, known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Robin Watson
Notary Public

My Commission Expires: 4-1-75

ROBIN WATSON
NOTARY PUBLIC-CALIFORNIA
Siskiyou County
My Commission Expires April 1, 1975

October 3, 1973

C
O
P
Y

Mr. Robert B. McIntosh, et al
Box 593
McCloud, California 96057

Dear Mr. McIntosh:

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

By _____
Deputy

Enclosure

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

25th day April 1974

PRESENT: Supervisors **George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey.** Chairman Hayden presiding.

ABSENT: **None.**

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. & Maxins 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}

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 4-25-74

Witness my hand and the seal of said Board of Supervisors, this 2nd day of May, 1974.

cc: File
Assessor
Recorder



NORMA PRICE
COUNTY CLERK
SISKIYOU COUNTY, CALIFORNIA

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

By Jeanne Alais
Deputy Clerk

#192

This 16th day of July, 1973

FRANK J. DeMARCO
MAYOR

County Council

Frank J. DeMarco

FILED 11727

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

NORMA FRENZ, CLERK

Quentin J. Tobias & Beverly Jane Tobias
Federal Land Bank Assn. of Alturas,

OWNER/OWNERS NAME AS RECORDED:

(Include trust deed or other encumbrance holders. Use separate sheet if necessary)
Michael Denry, Robert E. Denry

APPLICANT'S NAME (If other than above):

APPLICANT'S ADDRESS: P.O. Box 307 Tres Pinos, Ca 95075

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: Quentin J. Tobias MAILING ADDRESS: Box 307 Tres Pinos Ca 95075

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
	23-120-040 23-120-040	101
	23-140-200	89.5
	23-540-080	161
	23-560-080	27
	Total acreage	<u>358 1/2</u>

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:

Quentin J. Tobias
Beverly Jane Tobias

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:

Intensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

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 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

6.

EXHIBIT "A"

List Assessor's Parcel Numbers below:

23-120-040

23-140-200

23-540-080

23-560-080

Notice to the Owner shall be addressed as follows:

Quentin J. Tobias and Beverly Jane Tobias

PO) Box 307

Tres Rinos, Ca 95075

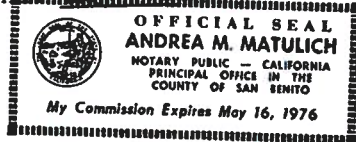
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Quentin J. Tobias
Beverly Jane Tobias

OWNER

STATE OF CALIFORNIA)
COUNTY OF San Benito) ss.

On this 8th day of December, 1972,
before me, _____, a Notary
Public, in and for said San Benito County, personally
appeared Quentin J. Tobias and Beverly Jane Tobias
known to me to be the persons whose names
subscribed to the within instrument, and acknowledged to me
that they executed the same.



Andrea M. Matulich
Notary Public

My Commission expires: _____

ATTEST:

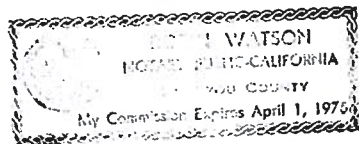
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 10th day of February, 1973, before
me, Robin Watson a Notary Public, in and for
said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Robin Watson
Notary Public

My Commission Expires: 4-1-75

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 22nd day of Dec., 19 72.

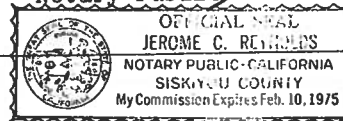
Michael V Denny
LIENHOLDER
Trustee for Alden H. Denny

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 22nd day of Dec., 19 72, before me, Jerome C. Reynolds a Notary Public, in and for said Siskiyou County, personally appeared Michael V. Denny known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that HE executed the same.

Jerome C. Reynolds
Notary Public

My Commission Expires: _____

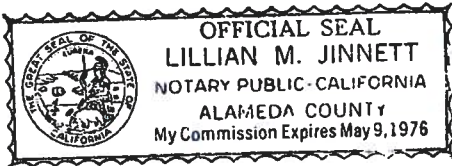


Box 217, Etna, Calif. 96027

STATE OF CALIFORNIA)
County of Alameda) ss.

On December 18, 1972, before me, the undersigned notary public in and
for said county and State, personally appeared Jay S. Fitzgerald,
known to me to be,

assistant vice president of the corporation that
executed the within instrument, and acknowledged to me that such corporation executed
the same.



7832 Eureka Ave., El Cerrito, CA. 94530

Lillian M. Jinnett
Lillian M. Jinnett
Notary Public in and for said county and State
Residing at El Cerrito

My commission expires: May 9, 1976

Consent to LCA 9#42856)
Form 320 (Rev. 2-72) FLB Berkeley - Notarial Acknowledgment - Corporation

Loan 42856
Quentin Tobias

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 18th day of December, 19 72.

THE FEDERAL LAND BANK OF BERKELEY
LIENHOLDER

By [Signature]
Assistant Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this _____ day of _____, 19____,
before me, _____ a Notary Public,
in and for said _____ County, personally
appeared _____ known to me
to be the person whose name _____ subscribed to the
within instrument, and acknowledged to me that _____
executed the same.

Notary Public

My Commission Expires: _____

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Quentin & Beverly Tobias ADDRESS P.O. Box 307 Tres Pinos, Ca 95075

PARCEL NUMBERS 23-120-040 23-140-200 23-540-080 23-560-080

HOW LONG HAVE YOU OWNED THIS LAND? April 1972

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity None

Irrigated pasture acreage _____ Carrying capacity 120

Dry farming acreage None Crops grown _____ Production per acre _____

Field crop acreage _____ Crops grown _____ Production per acre _____

Rangeland 58 acres Wildlife 83 acres

Row crop acreage None Crops grown _____ Production per acre _____

Grazing AUM None Term _____ Fees paid _____

Other acreage None Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ None per year _____ acres _____ Fishing Rights No per year _____

Other recreational rights \$ No per year _____ type _____ Mineral rights \$ No

LAND LEASED FROM OTHERS:

Name of Owner None 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 None

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.:

I use this property for a cow & calf operation.

I am presently changing the existing crop pattern, at this time specific acreages are unknown

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.

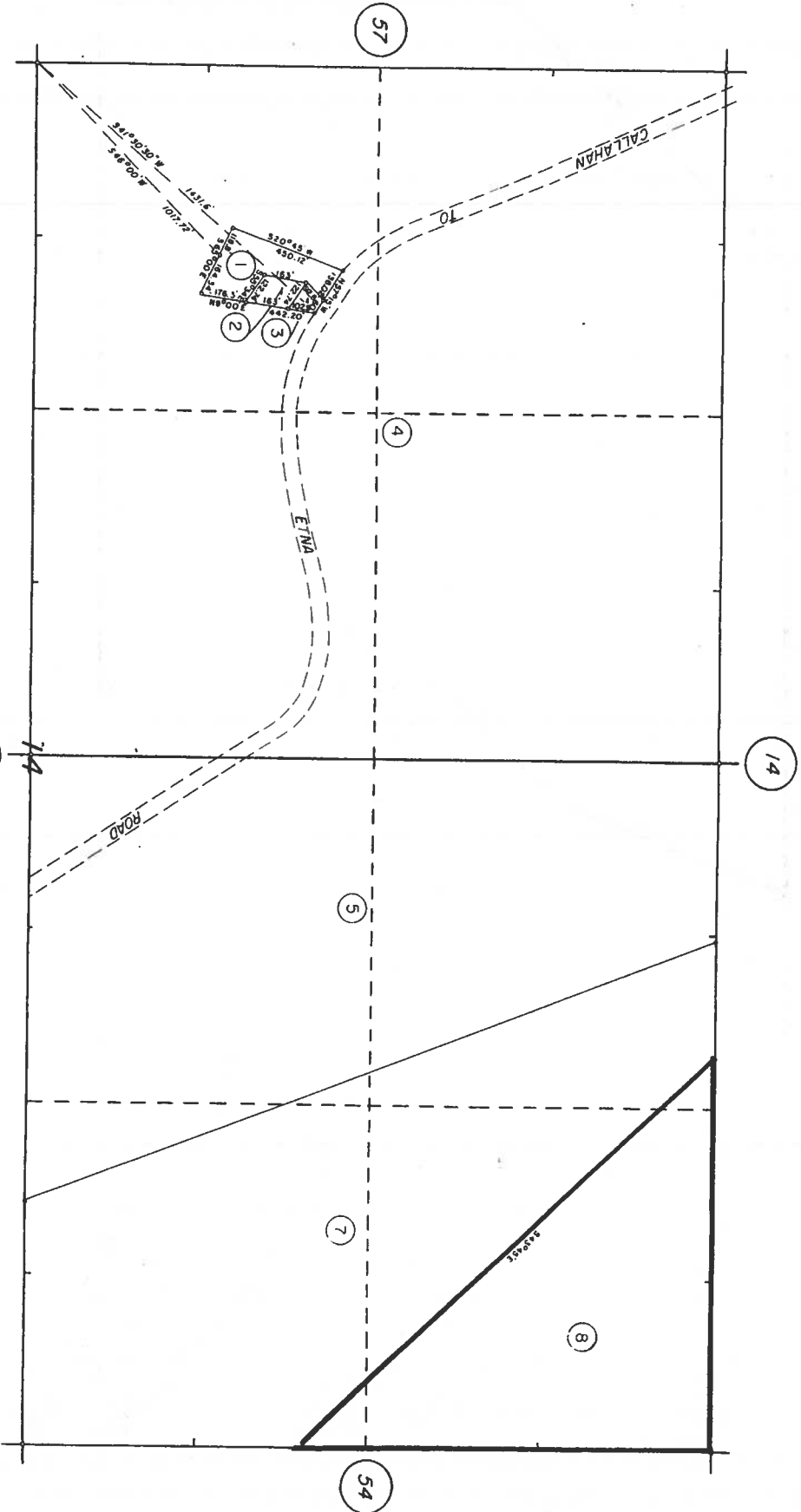
Signed Quentin & Beverly Tobias Date Dec 8, 1972

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.

T 4 1 N R 9 W
N 1/2 of Sec. 14

Tax Area Code
64-02

23-56



Vol 683 Page 20

NOTICE: This map page is from the map of the 1/4 section of Siskiyou County, Oregon, showing the location of each of the 1/4 sections of land in any Deed or Conveyance, and the location of the same in the General and Taxation Code Section 327.

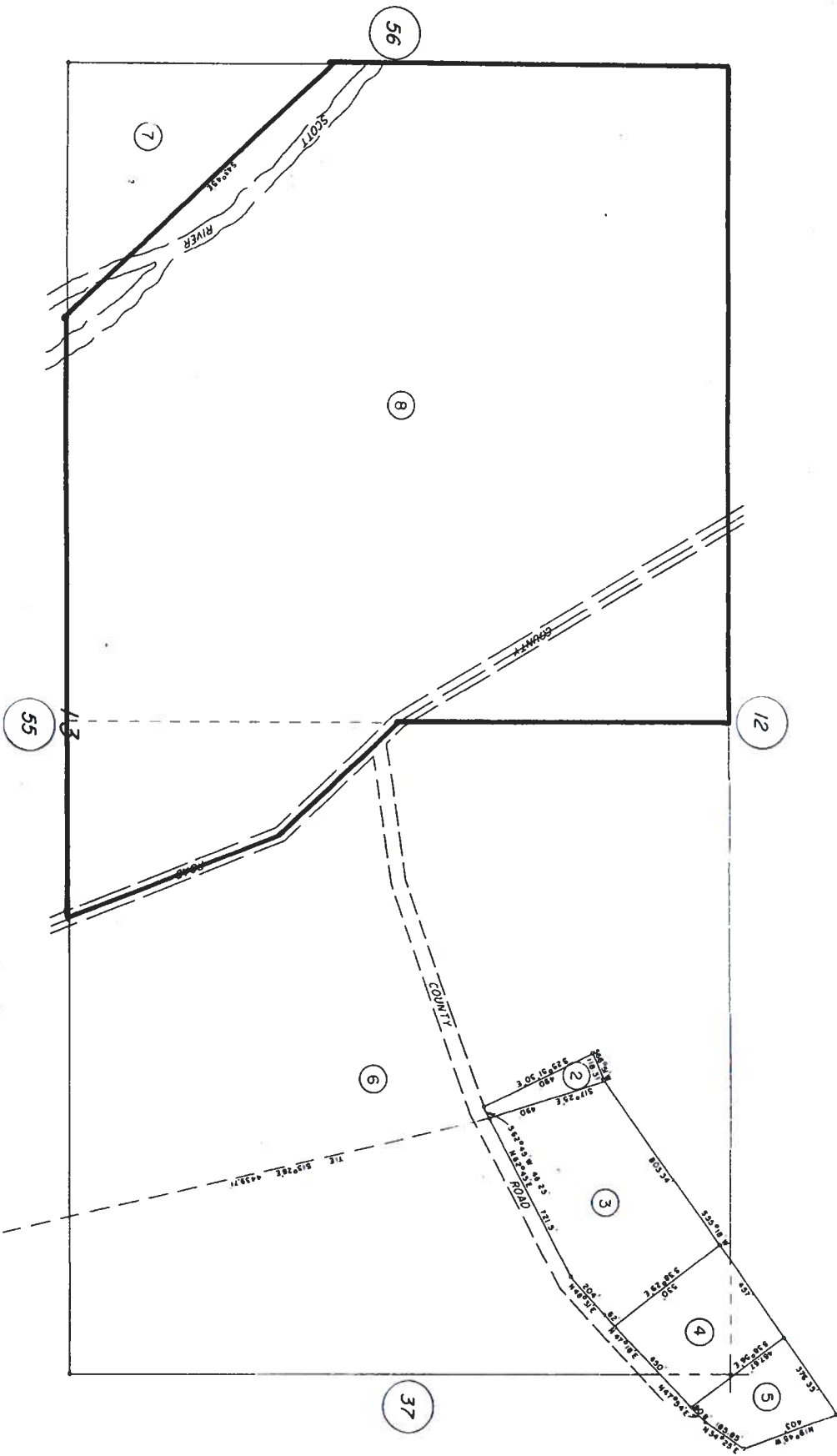
Assessor's Map
County of Siskiyou, California

Vol 683 Page 21

N 1/2 of Sec. 13 T 41 N R 9 W

Tax Area Code
64-02

23-54



Vol. 683 Page 18

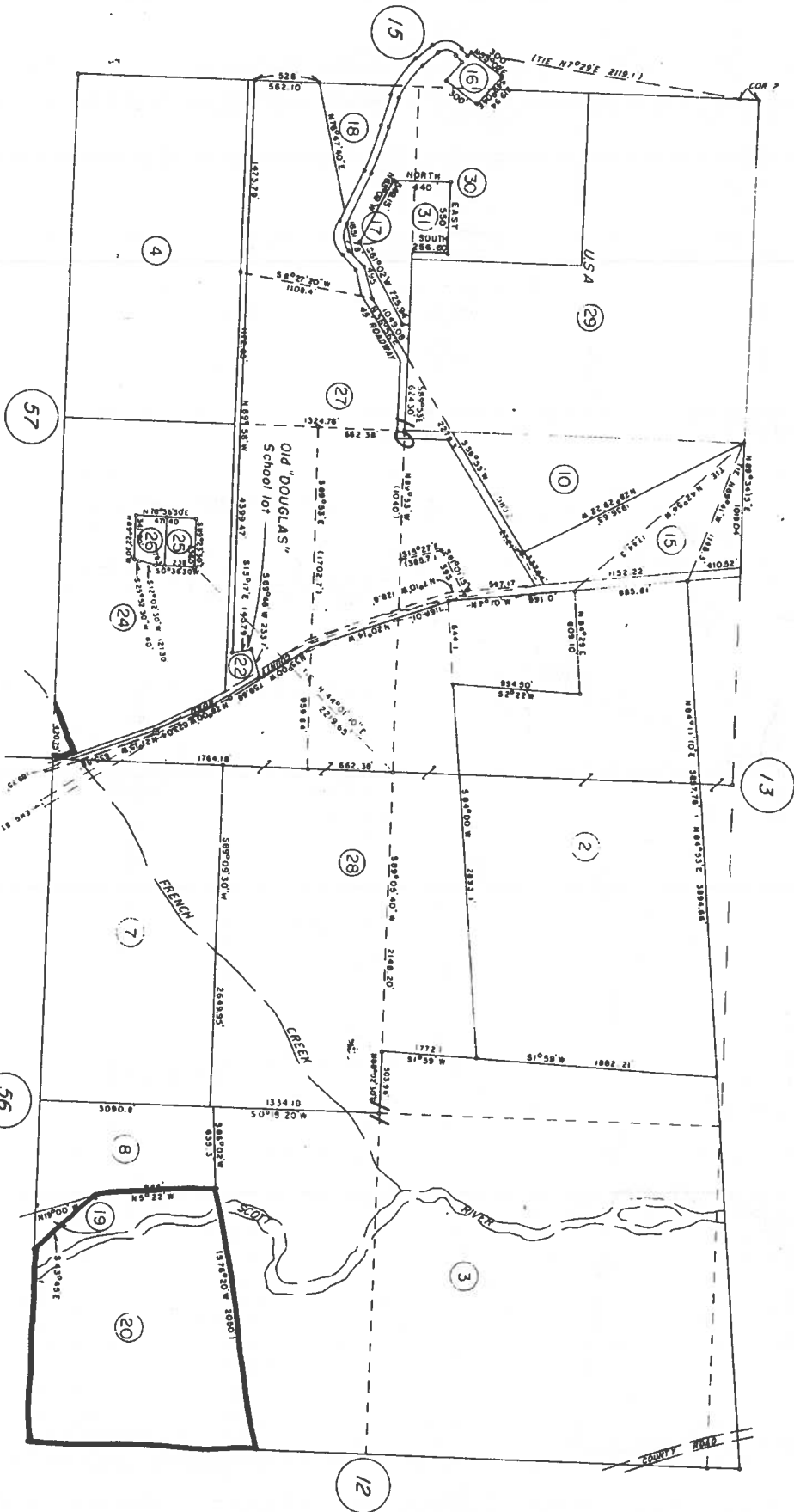
NOTICE: This map page is from the office of the Assessor of Scott County. The public number, 2011, is the number that may NOT be used for any purpose other than the recording of this map page.

Vol. 683 Page 19

Secs 10 8 11 T 41 N R 9 W

Tax Area Code
64-02

23-14



VOL 683 PAGE 16

NOTICE: This map is from the office of the Assessor of the County of Colver, Oregon. It is not to be used for any purpose other than for the purpose of assessing property for taxation. It is not to be used for any purpose other than for the purpose of assessing property for taxation.

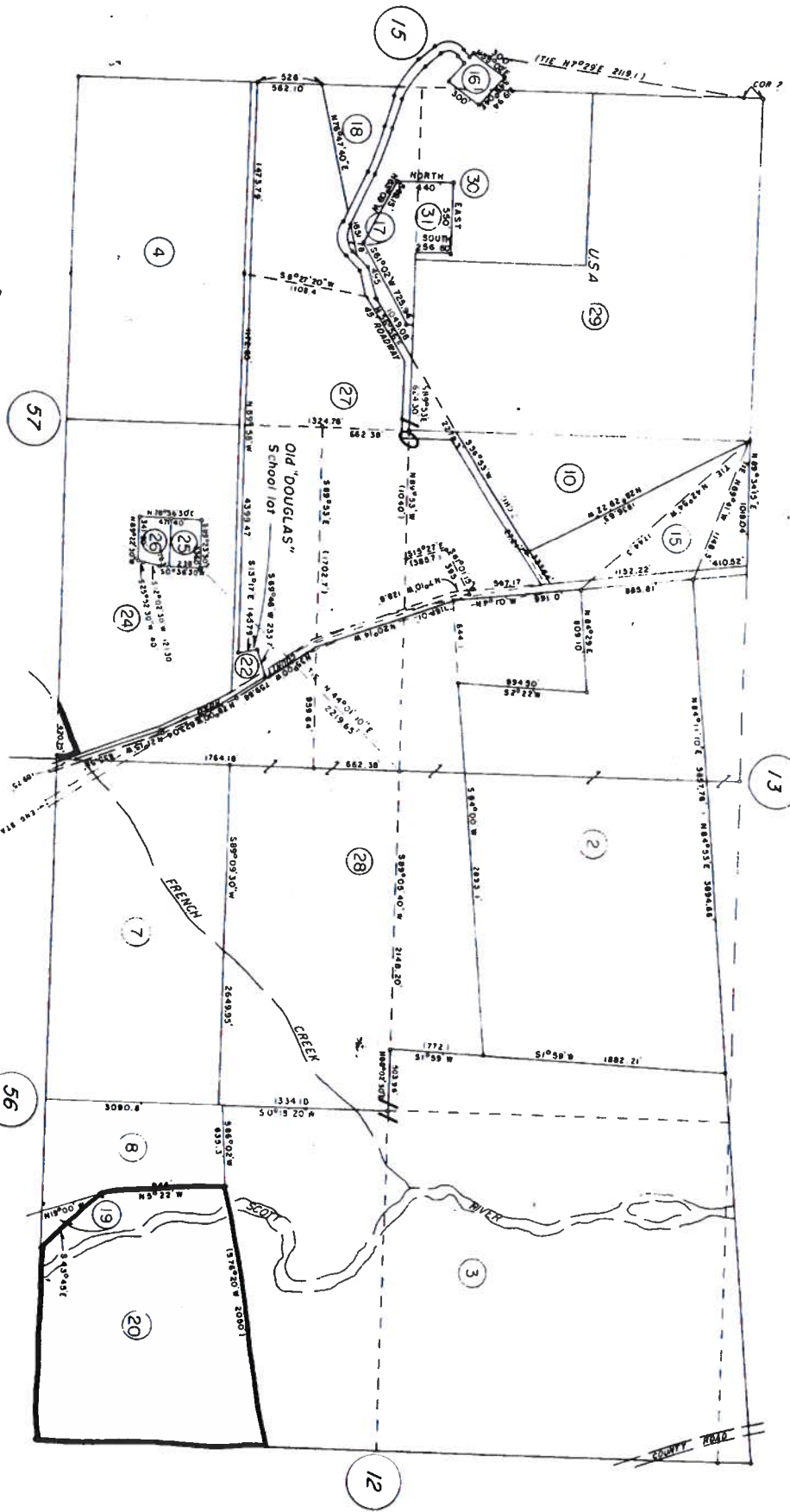
NOTICE: This map is from the office of the Assessor of the County of Colver, Oregon. It is not to be used for any purpose other than for the purpose of assessing property for taxation. It is not to be used for any purpose other than for the purpose of assessing property for taxation.

VOL 683 PAGE 17

Secs 10 & 11 T41 N R9 W

Tax Area Code
64-02

23-14



VOL 683 PAGE 16

NOTICE: This map is from the office of the Assessor of the County of Lincoln, Nebraska. It is not to be construed as a conveyance of land or as a guarantee of accuracy. The Assessor is not responsible for any errors or omissions. REVENUE AND TAXATION CODE, SECTION 307.

VOL 683 PAGE 17

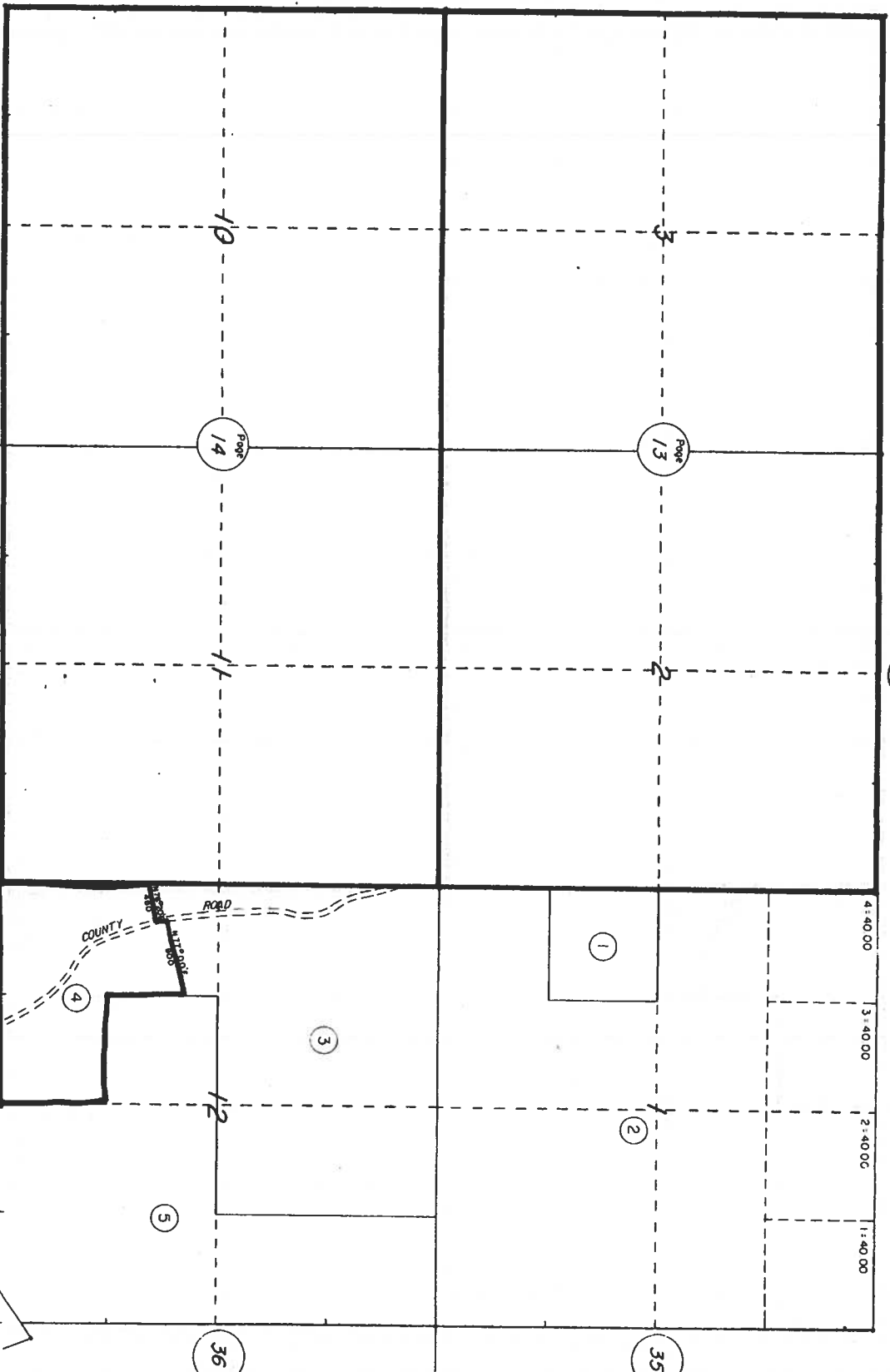


T 41 N R 9 W

08

Tax Area Code
64-02

23-12



57

56

54

14

13

2

3

5

36

35

NOTICE: This map was prepared by the office of the Assessor of Siskiyou County, Oregon, under contract to the State of Oregon, Department of Transportation, Division of Statewide Planning and Development, Salem, Oregon.

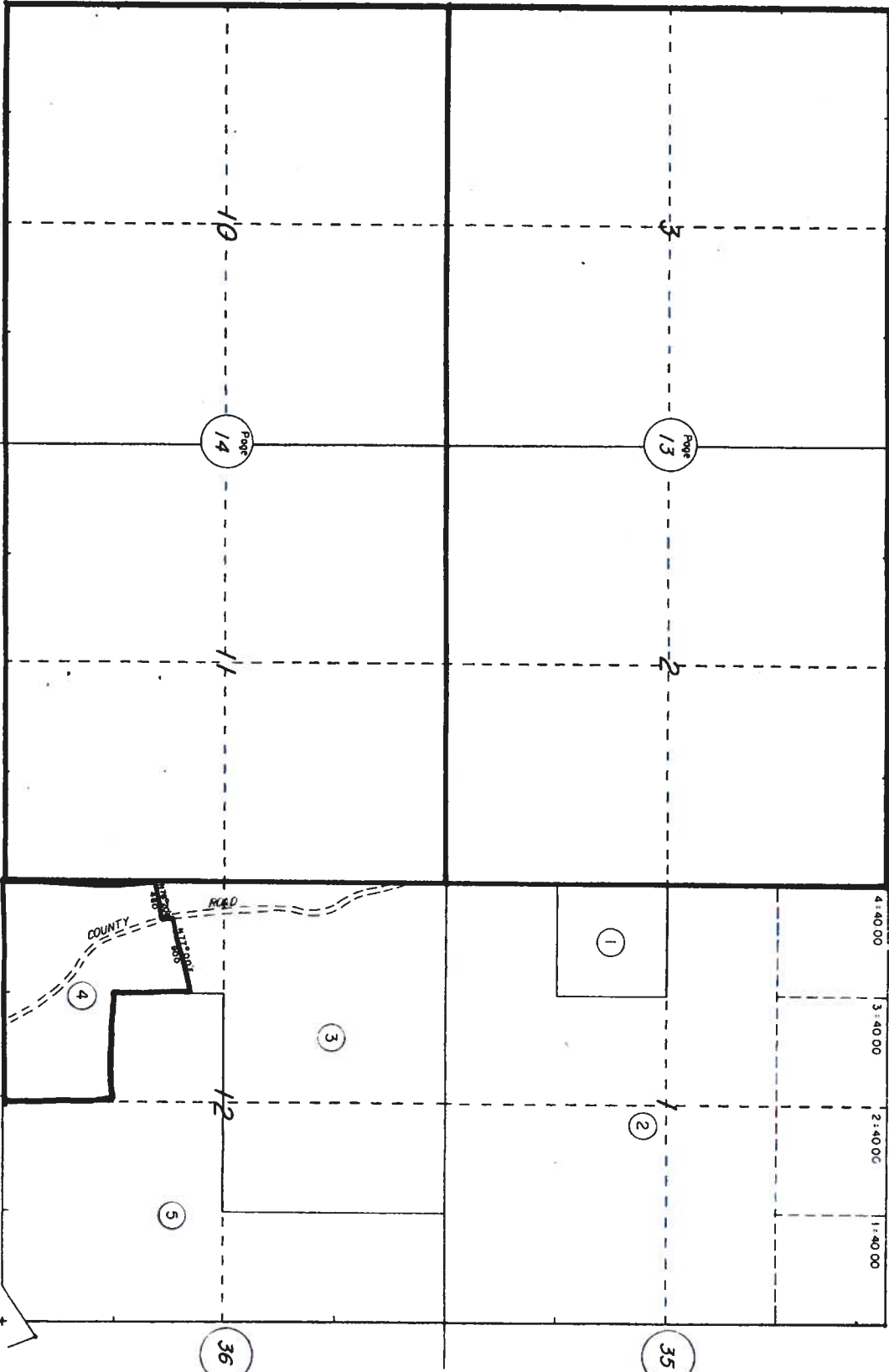
Assessor's Map
County of Siskiyou, California
VOL 683 PAGE 15

T 41 N R 9 W

08

Tax Area Code 64-02

23-12



57

NOTICE: This map is prepared from the office of the Assessor of Siskiyou County, Oregon. It is subject to change without notice. The Assessor is not responsible for errors or omissions. The Assessor is not a surveyor and does not guarantee the accuracy of the map. The Assessor is not responsible for the accuracy of the map. The Assessor is not responsible for the accuracy of the map.

RR7 date 1A

56

54

Assessor's Map
County of Siskiyou, California
VOL 683 PAGE 15

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

8th day February 1973

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

**RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS
IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.**

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

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

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

RECORDED AT REQUEST OF
Siskiyou County Clerk
OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

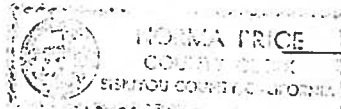
FEB 26 9 05 AM '73
O.R. Vol. 683 Page 1
[Signature]
RECORDER FEE \$ No Charge

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File
 Recorder



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

By Joanne Kendrick
Deputy Clerk

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

8th day February 1973

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

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RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 26 9 05 AM '73
O.R. Vol. 683 Page 1

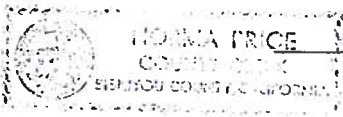
[Signature]
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COUNTY OF SISKIYOU) ss

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cc: File
Recorder



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

By *Joanne Kendrick*
Deputy Clerk

This 20th day of Feb., 1974

FRANK J. DeMARCO

County Counsel

Frank J. DeMarco

FILED 10493

218

(45)

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

OWNER/OWNERS NAME AS RECORDED: Alvin G and Helen C. Lewis
(Include trust deed or other encumbrance holders. Use separate sheet if necessary)

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

APPLICANT'S ADDRESS: P.O. Box 32, Greenville, CA 96037

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>Pasture</u>	<u>24-230-160</u>	<u>23.3</u>
<u>Pasture</u>	<u>24-210-150</u>	<u>.3</u>
<u>Pasture</u>	<u>24-210-170</u>	<u>31.7</u>
Total acreage		<u>55.3</u>

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: Alvin G. Lewis
Helen C. Lewis

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: R1 + R2 PRESENT GENERAL PLAN DESIGNATION:
Intensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 25 9 43 AM '74
O. R. Vol. 704 Page 707

[Signature]
RECORDER FEE \$ No Charge

LAND CONSERVATION CONTRACT

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

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

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

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

Section 4. AUTHORIZED USES. During the term of this Contract and any and all renewals thereof, the Premises shall not be used for any 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).

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

24-230-160

24-210-150

24-210-170

Lined area for additional parcel numbers.

Notice to the Owner shall be addressed as follows:

Alvin G Lewis
P.O. Box 32
Greenview, CA 96037

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

Alvin G Lewis
Helen C Lewis
OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 14th day of December, 19 73,
before me, Jewel M. Smith, a Notary
Public, in and for said Siskiyou County, personally
appeared Alvin G. Lewis and Helen C. Lewis
known to me to be the persons whose name s are
subscribed to the within instrument, and acknowledged to me
that they executed the same.

Jewel M. Smith
Notary Public

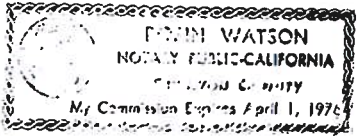
My Commission expires: _____

ATTEST: COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price Clerk E. D. Hayden Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 19th day of February, 19 74, before
me, Loren Watson 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.



Loren Watson
Notary Public

My Commission Expires: 4-1-75

STATE OF CALIFORNIA
COUNTY OF Siskiyou

} ss.



On this 14th day of December in the year one thousand nine hundred and 73, before me, Jewel M. Smith a Notary Public, State of California, duly commissioned and sworn, personally appeared Ernest P. Smith known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

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

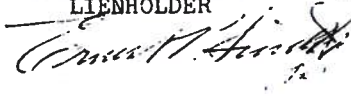
Jewel M. Smith
Notary Public, State of California

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 14th day of December, 1973.

SCOTT VALLEY BANK
LIENHOLDER



STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 14th day of December, 19 73,
before me, _____ a Notary Public,
in and for said Siskiyou County, personally
appeared _____ known to me
to be the person whose name _____ subscribed to the
within instrument, and acknowledged to me that _____
executed the same.

Notary Public

My Commission Expires: _____

T 43 N R 9 W
SEC. 29-30

Tax Area Code
64-05

24-23

104-03
64-05

PAGE
16



PAGE
45

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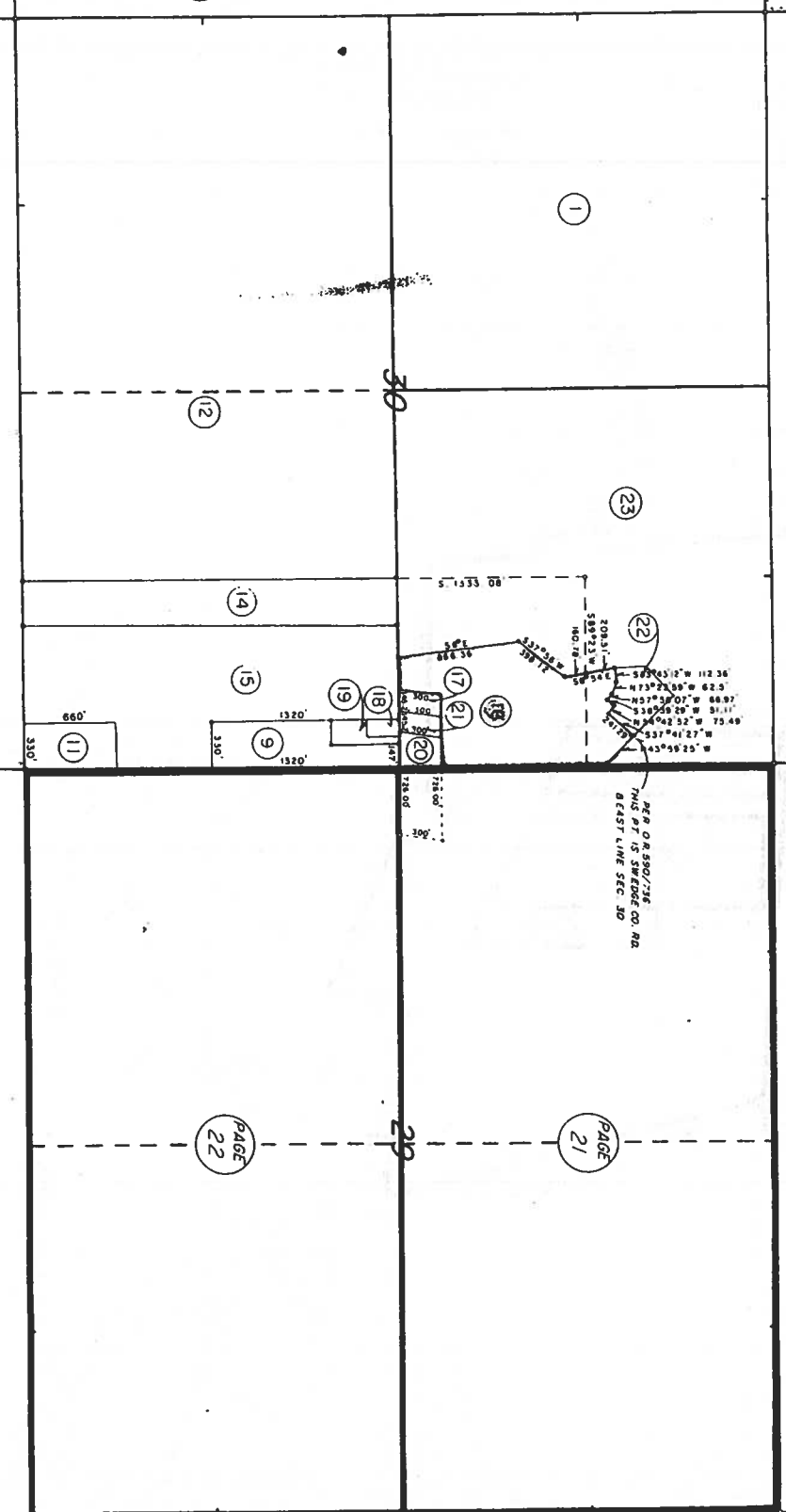
19

18

17

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23



VOL 704 PAGE 718

VOL 704 PAGE 719

Assessor's Map
County of Siskiyou, California

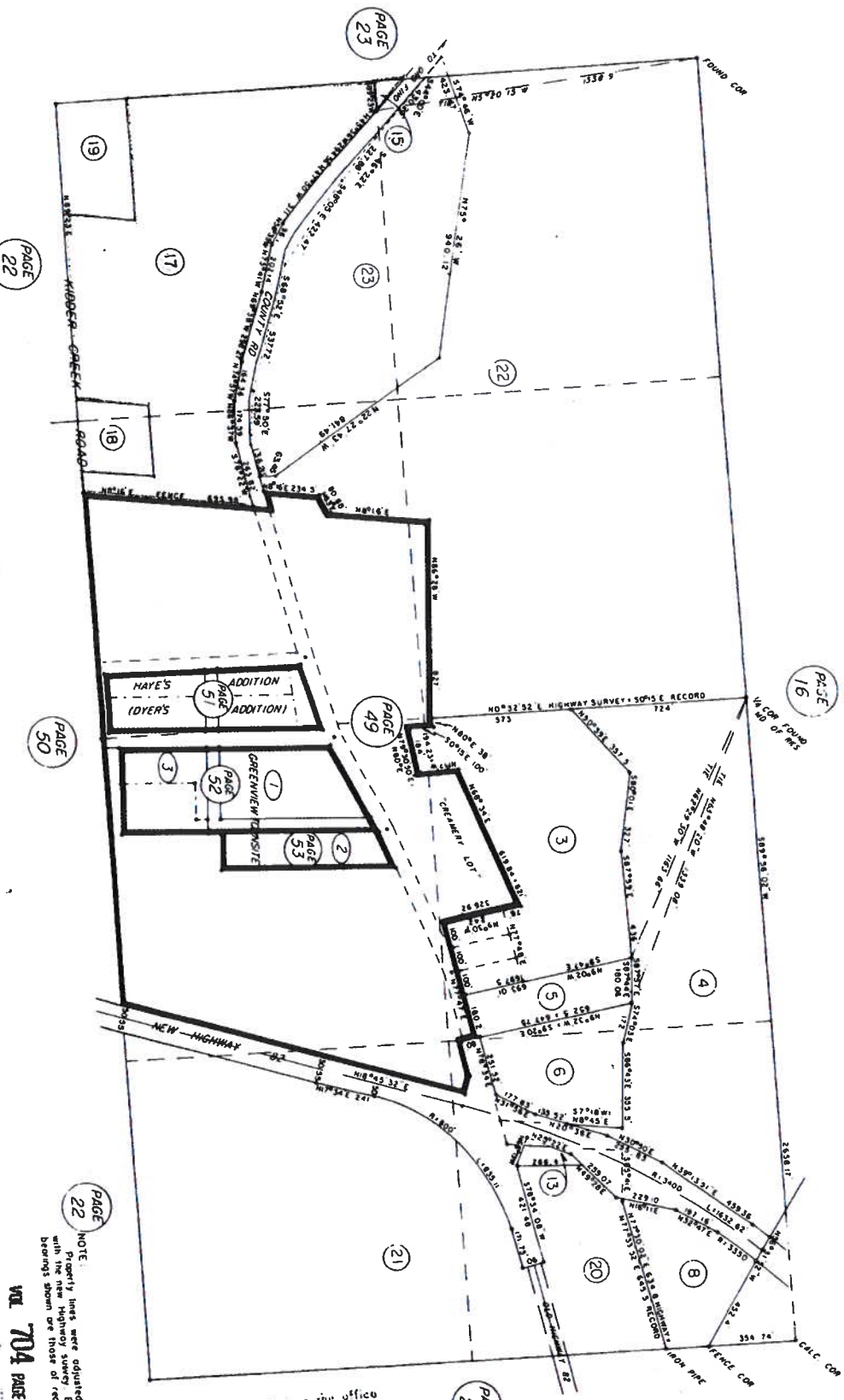
05-11-19

N 1/2 of Sec. 29 T43N R9W

Tax Area Code
64-05

24-21

VOL 704 PAGE 720



NOTE: Property lines were equated to conform with new highway survey. But the bearings shown are those of record.

VOL 704 PAGE 721

NOTICE: This map page is from the office of the Assessor of Stevens County. The page number, or parcel number or other number may not be used in any Deed or Conveyance, REVENUE AND TAXATION CODE SECTION 227.

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRESERVE QUESTIONNAIRE

OWNER'S NAME Alvin G. and Helen C. Lewis ADDRESS P.O. Box 32, Greenview, CA.
 PARCEL NUMBER 24-230-160 24-210-150
24-210-170

HOW LONG HAVE YOU OWNED THIS LAND?

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____
 Irrigated pasture acreage 55 Carrying capacity 1 Aum/Ac.
 Dry farming acreage _____ Crop grown _____ Production per acre _____
 Field crop acreage _____ Crop grown _____ Production per acre _____
 Row crop acreage _____ Crop grown _____ Production per acre _____
 Grazing AUU _____ Acres _____ Tons paid _____
 Other acreage Home site .03 Acres _____ Production per acre _____

OTHER RIGHTS:

Renting 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 _____
 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 Alvin G. Lewis Date 12-14-73

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

Adopted 11-28-72

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

30th day January 1974

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

COUNTY ADMINISTRATOR: **Richard E. Sierck** COUNTY CLERK: **Norma Price**

COUNTY COUNSEL: **Frank DeMarco** PURPOSE OF MEETING: **Adjourned**

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 356, BOOK 5, ADOPTED 1-30-74.

It was moved by Supervisor Wacker, seconded by Supervisor Torrey, that Resolution No. 357, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution No. 356, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk is directed to record said Contracts prior to March 1, 1974. Further, the names of persons whose contracts have been approved along with parcel numbers are listed on Exhibit A attached to said Resolution and made a part thereof.

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

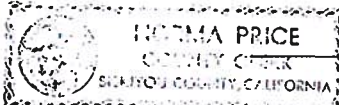
RESOLUTION RECORDED: February 20, 1974,
Volume 704, Page 118, Official
Records, County of Siskiyou.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)⁵⁵

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

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

cc: **File**
Assessor
Planning
Recorder



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

By Joanne Davis
Deputy Clerk

11160

NOTICE OF NON-RENEWAL OF AGRICULTURAL
PRESERVE CONTRACT

(If either the landowner or the city or county desires in any year not to renew the contract, that party must serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date or by the city or county at least 60 days prior to the renewal date, the contract is considered renewed. See Government Code Section 51245 and Section 3 of your Land Conservation Contract. Section 3 of the Siskiyou County Land Conservation Contract provides that each 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 non-renewal is served by the owner on the County at least 90 days prior to said date or written notice of non-renewal is served by the County on the owner at least 60 days prior to said date.)

OWNER/OWNERS NAME AS RECORDED: Lowell L. Novy
Esther M. Novy
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF OWNER/OWNERS: Novy Ranches, Box 40, Grenada, Calif. 96038
(950 Laguna Dr., Simi Valley, Calif. 93065)

DATE OF RECORDING OF LAND CONSERVATION CONTRACT (AGRICULTURAL PRESERVE CONTRACT): ~~Feb./11/1976~~ September 12, 1975

VOLUME 750 PAGE 46-71 OFFICIAL RECORDS

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: Lowell L. Novy

MAILING ADDRESS: 950 Laguna Dr., Simi Valley, Calif. 93065

DESCRIPTION OF PROPERTY

(If Notice of Non-Renewal is for property that is less than the total property that is subject matter of that contract which is recorded at the location set forth above, list the Assessor's Parcel No. and acreage in the space provided below to indicate that for which a Notice of Non-Renewal is intended.)

RECORDED AT THE OFFICE OF
Siskiyou County Clerk
OFFICE OF THE CLERK
SISKIYOU COUNTY, OREGON

NOV 23 3 25 PM '75
Vol 839 Page 800

RECORDED AT \$ no charge

I declare under penalty of perjury that the information contained in the Notice of Non-Renewal 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: 10/26/78

Lowell D. Perry
Esther M. Perry

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

13th day November 1978

PRESENT: Supervisors Mickey McArdle, Ernest Hayden, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular Adjourned

LOWELL L. NOVY & ESTHER M. NOVY - NOTICE OF NON-RENEWAL OF AGRICULTURAL PRESERVE CONTRACT - CLERK DIRECTED TO RECORD.

It was moved by Supervisor Torrey, seconded by Supervisor McArdle, that the Clerk is directed to record the Notice of Non-Renewal of Agricultural Preserve Contract submitted by Lowell L. Novy and Esther M. Novy.

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.
NOES: None.
ABSENT: None.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ⁵⁵

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 11-13-78.

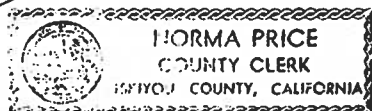
Witness my hand and the seal of said Board of Supervisors, this 27th day of November, 1978.

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

cc-File

Planning Assessor Recorder ✓

By Ray Furtovsky
Deputy Clerk



THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE BOARD OF SUPERVISORS

VOL 839 PAGE 802

Form 100 (REV. 12-1-75)
This 17th day of Feb 1976

clerks copy

Pd #130 *[Signature]*

10865

FRANK J. DENNEY

County Clerk

#274

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: JENKINS JERALD J + BARBARA
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) NONE

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

APPLICANT'S ADDRESS: GREENADA CATTLE RANCH BOX 40 - GREENADA CA 96038

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: OWNER MAILING ADDRESS: SAME AS ABOVE

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>CATTLE</u>	<u>12-220-020</u>	<u>260.0</u>
<u>"</u>	<u>12-230-030</u>	<u>236.0</u>
<u>"</u>	<u>12-210-030</u>	<u>237.0</u>
<u>"</u>	<u>12-200-010</u>	<u>290.0</u>
<u>"</u>	<u>12-550-070</u>	<u>62.5</u>
<u>"</u>	<u>12-170-120</u>	<u>.0</u>
<u>"</u>	<u>12-180-060</u>	<u>.5</u>

RECORDER FEE \$ no chg. Total acreage 1086

~~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: Jerald Jenkins
Barbara J. Jenkins

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 March 1, 19 76, 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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

12-220-020 ✓

12-230-030 ✓

12-210-030 ✓

12-280-010

12-550-070 ✓

12-170-120 ✓

12-180-060 ✓

Notice to the Owner shall be addressed as follows:

Jerald J. and Barbara Jenkins
Box 40
Grenada, California 96038

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

Jerald J. Jenkins
Barbara J. Jenkins

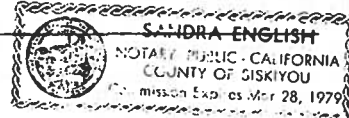
OWNER

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 17th day of September, 19 75,
before me, the undersigned, a Notary
Public, in and for said Siskiyou County, personally
appeared JERALD J. JENKINS and BARBARA JENKINS
known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to me
that they executed the same.

Sandra English
Notary Public

My Commission expires: 3-28-77



ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 11th day of February, 19 76, before
me, Forrest R. Simpson a Notary Public, in and for
said Siskiyou County, personally appeared
George Wacker 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.



Forrest R. Simpson
Notary Public

My Commission Expires: Nov. 23, 1977

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME JERALD J JENKINS ADDRESS GRENADE CATLE RANCH
GRENADE CALIF. BOX 90 96038

PARCEL NUMBERS 12-220-020 12-230-030 12-210-030 12-200-010
12-550-070 12-170-110 12-180-060 _____

HOW LONG HAVE YOU OWNED THIS LAND? 19 YEARS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 784 Carrying capacity 35

Irrigated pasture acreage 302 Carrying capacity 200

Dry farming acreage N.A. Crops grown _____ Production per acre _____

Field crop acreage N.A. Crops grown _____ Production per acre _____

Row crop acreage N.A. Crops grown _____ Production per acre _____

Grazing AUM N.A. Term _____ Fees paid _____

Other acreage N.A. Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ N.A. per year _____ acres _____ Fishing Rights \$ _____ per year _____

Other recreational rights \$ _____ per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner N.A. 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 N.A.

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 _____

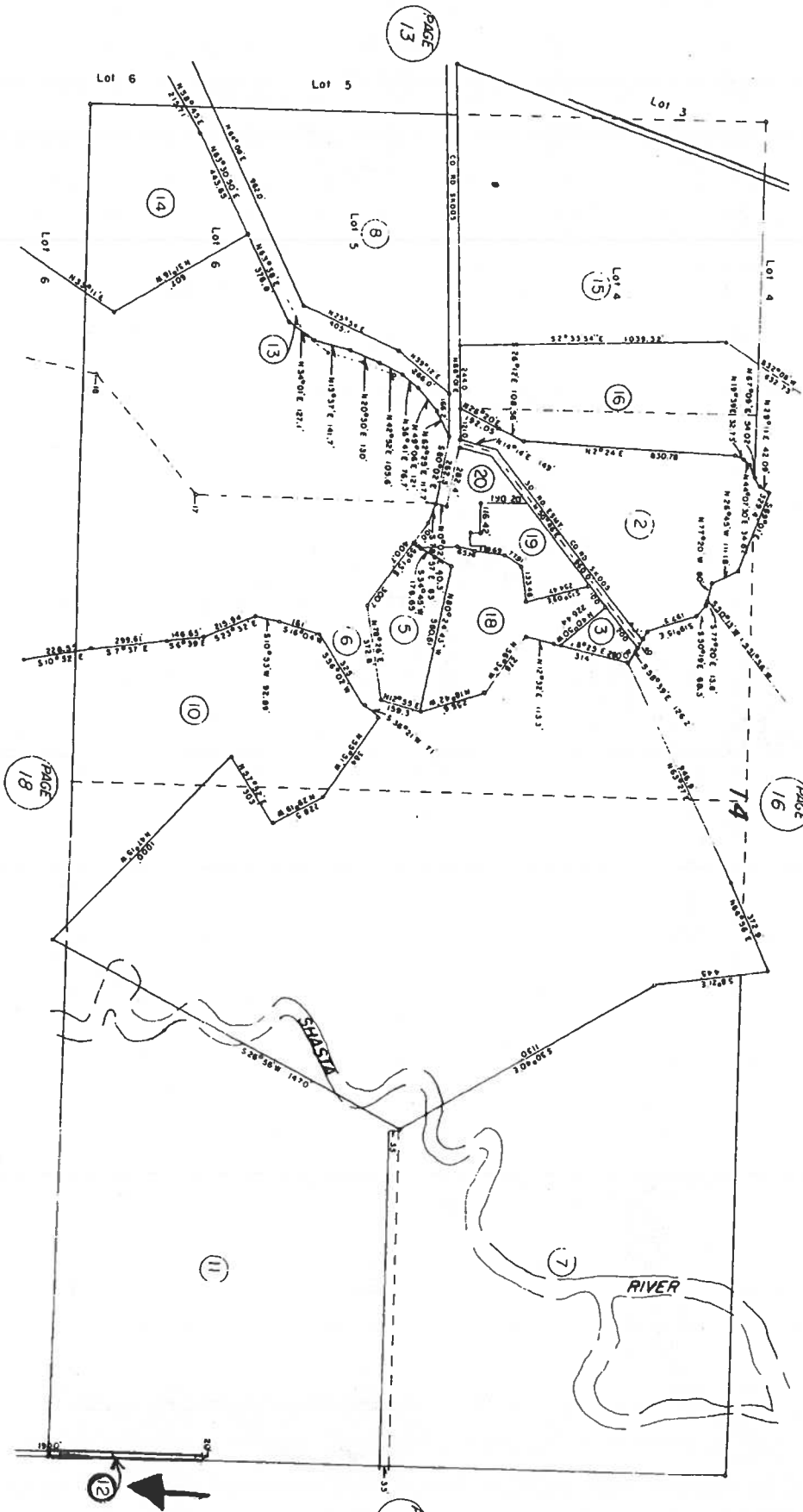
REMARKS ON INCOME, ETC.:

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 Jerald J Jenkins Date SEPT-12, 1975

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



NOTE: FOR BOUNDARY OF 12-17-16 SEE O.R. 343 - Pg. 239

1/2 of Sec. 14 T44N R6W
 Parts of Lots 4, 5 & 6 Grenada Ranch Tract

Tax Area Code
 74-02

12-17

Vol. 750 Page 57

Vol. 750 Page 58

NOTICE: This map page is from the office of the Assessor of Blaine County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.

REVENUE AND TAXATION CODE SECTION 227

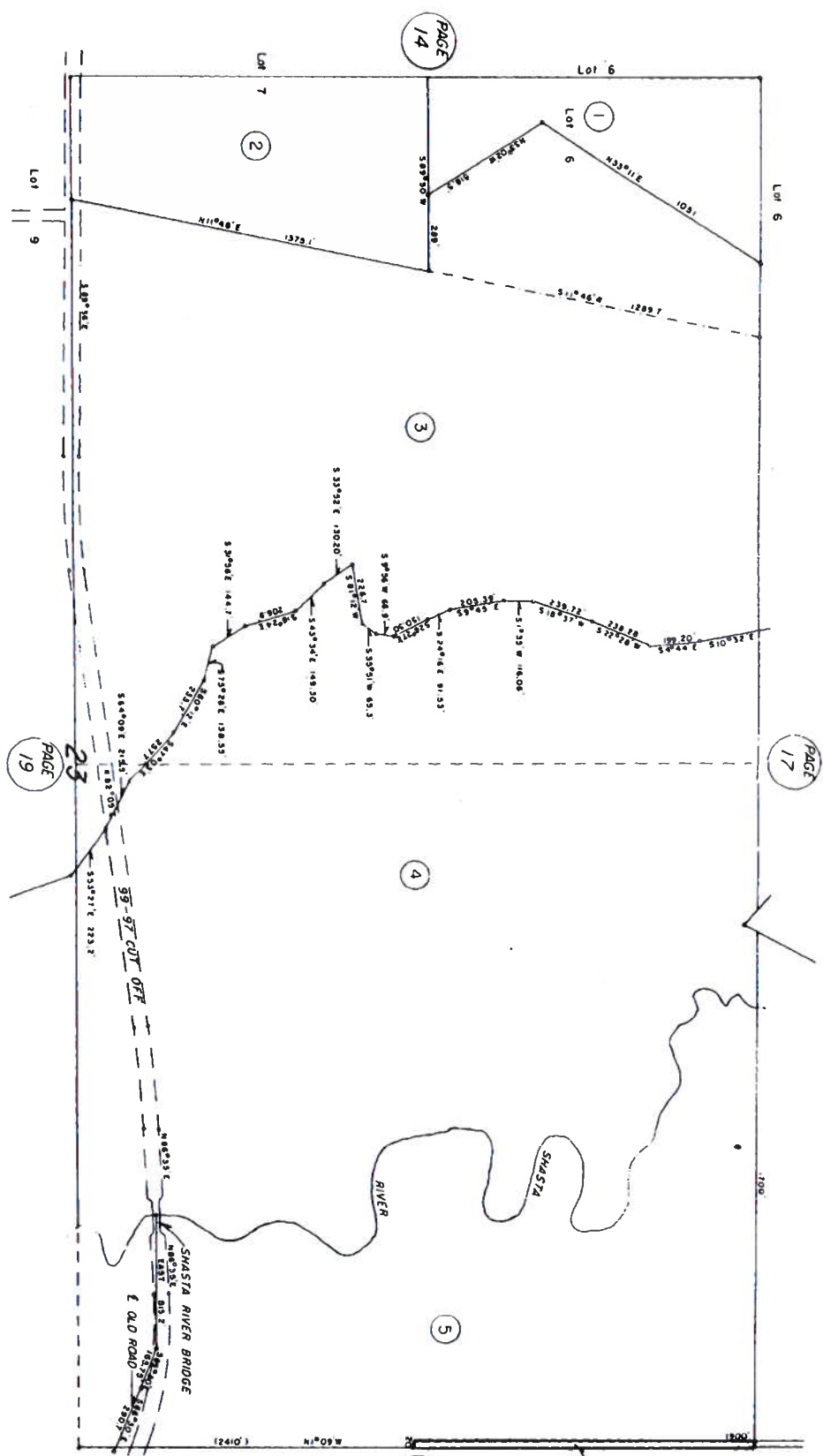
Exhibit A - 76019



N¹/₂ of Sec. 23 T44N R6W
 Pors. of Lots 6 & 7 Grenada Ranch Tract

Tax Area Code
 74-02

12-18



760 NEE 59

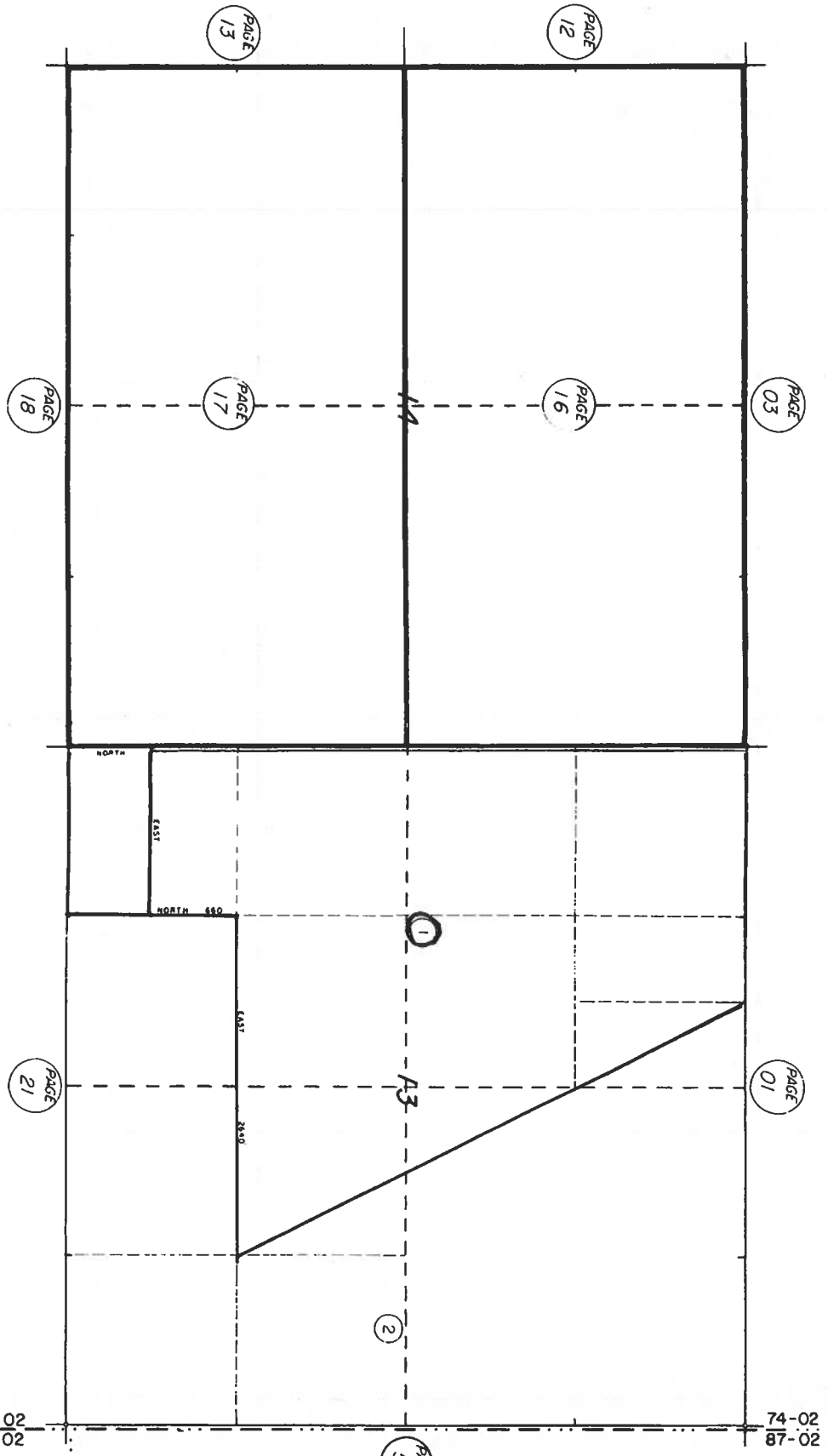
750 NEE 60

NOT BE USED IN ANY COURT OF RECORD.
 REVENUE AND TAXATION CODE SECTION 357.

T 44 N R 6 W

Tax Area Code
74-02

12-20



Assessor's Map
County of Siskiyou, California

74-02
51-02

74-02
87-02

87-02
51-02

NOTICE: This map page is from the Office of the Assessor of Siskiyou County. The page number, or part thereof, or the word 'Assessor' may NOT be used in any deed or conveyance.



750

750

750

N 1/2 of Sec. 24 T44N R6W

Tax Area Code
74-02

12-21



PAGE 20

2

74-02
87-02
51-02

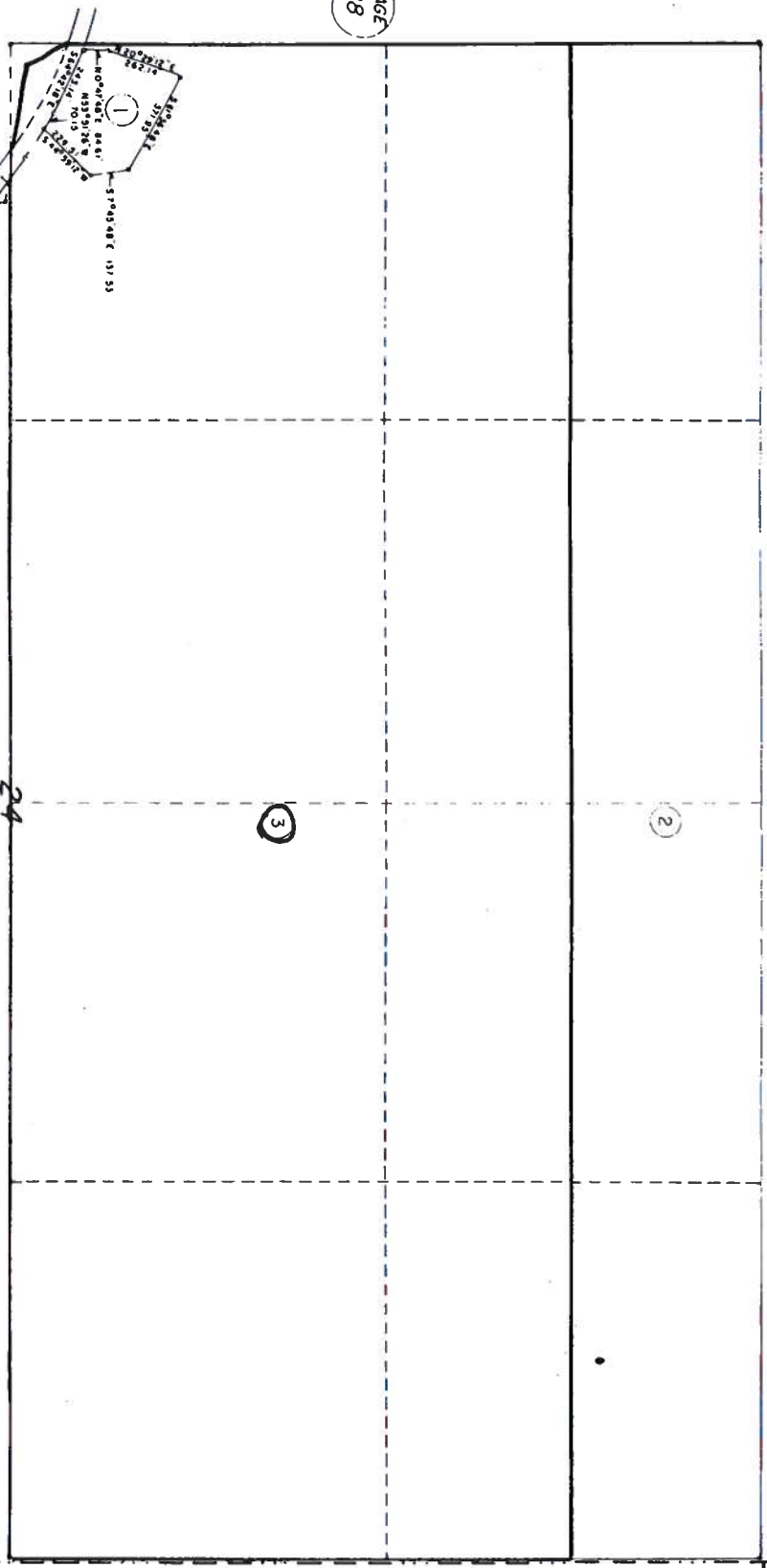
PAGE 55

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PAGE 18

PAGE 22

74-02
51-02

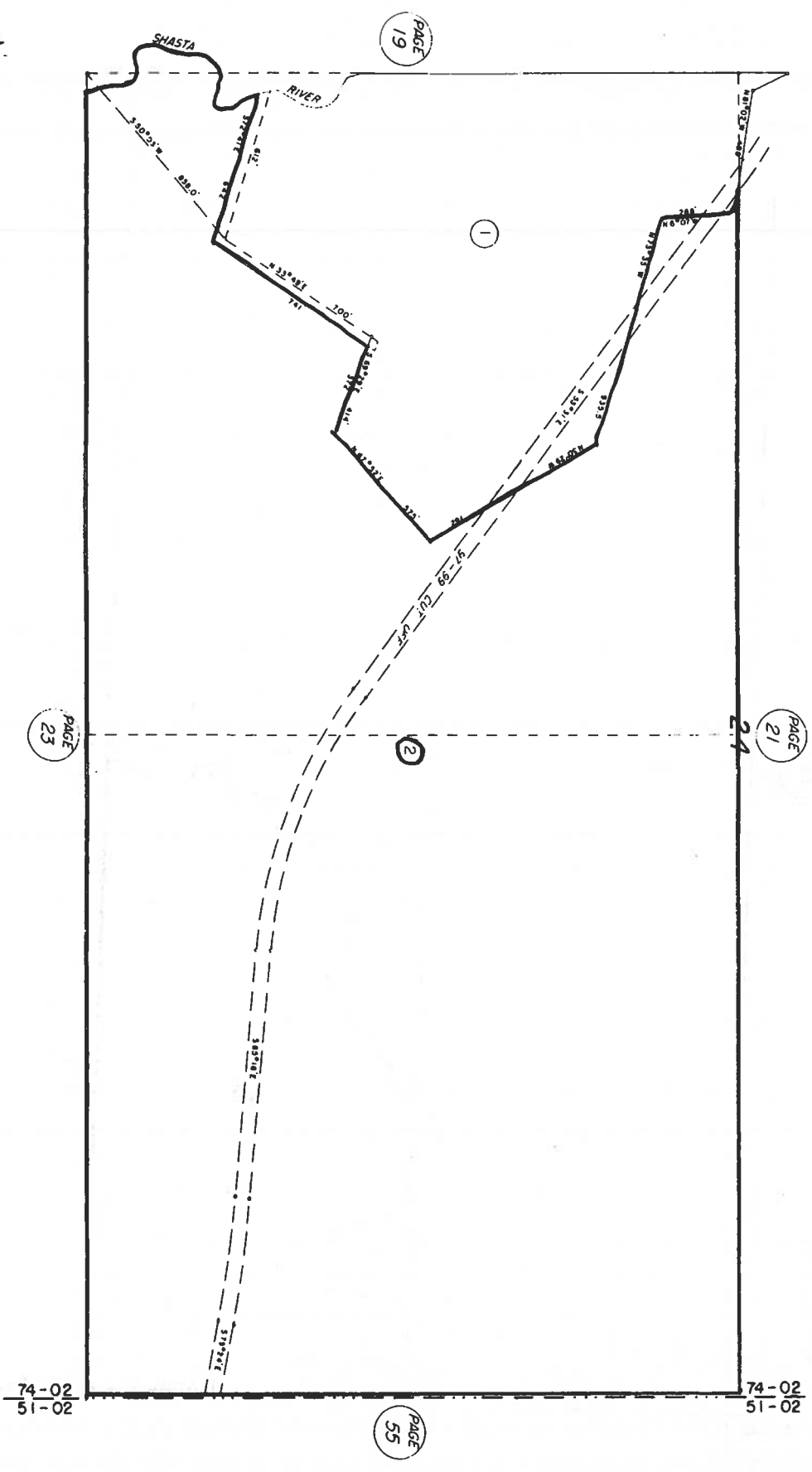


750 63

750 RA

750 PAGE 05

750 PAGE 06



S 1/2 of Sec. 24 T44N R6W

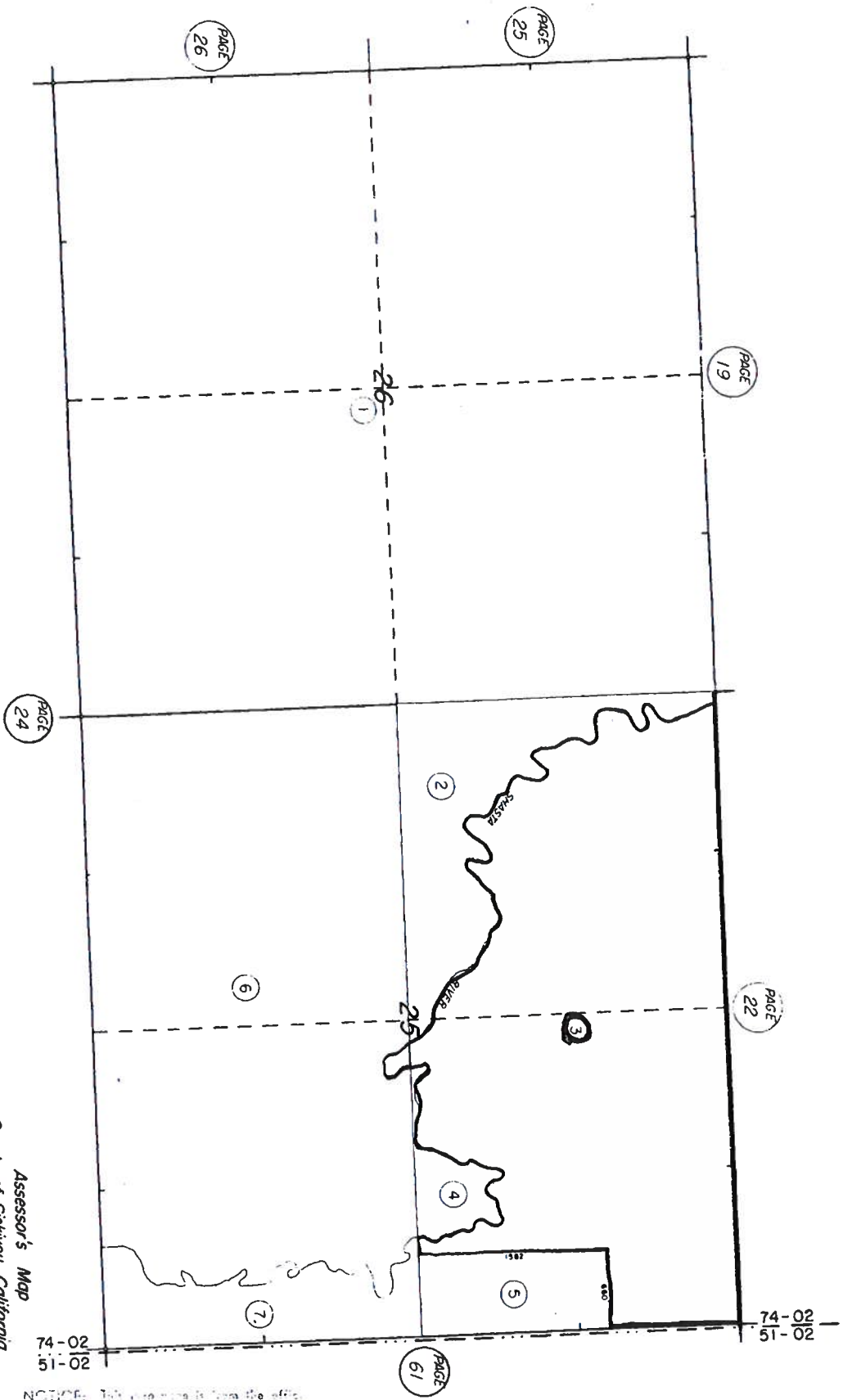
Tax Area Code
74-02

12-22

T 44 N R 6 W

Tax Area Code
74-02

12-23

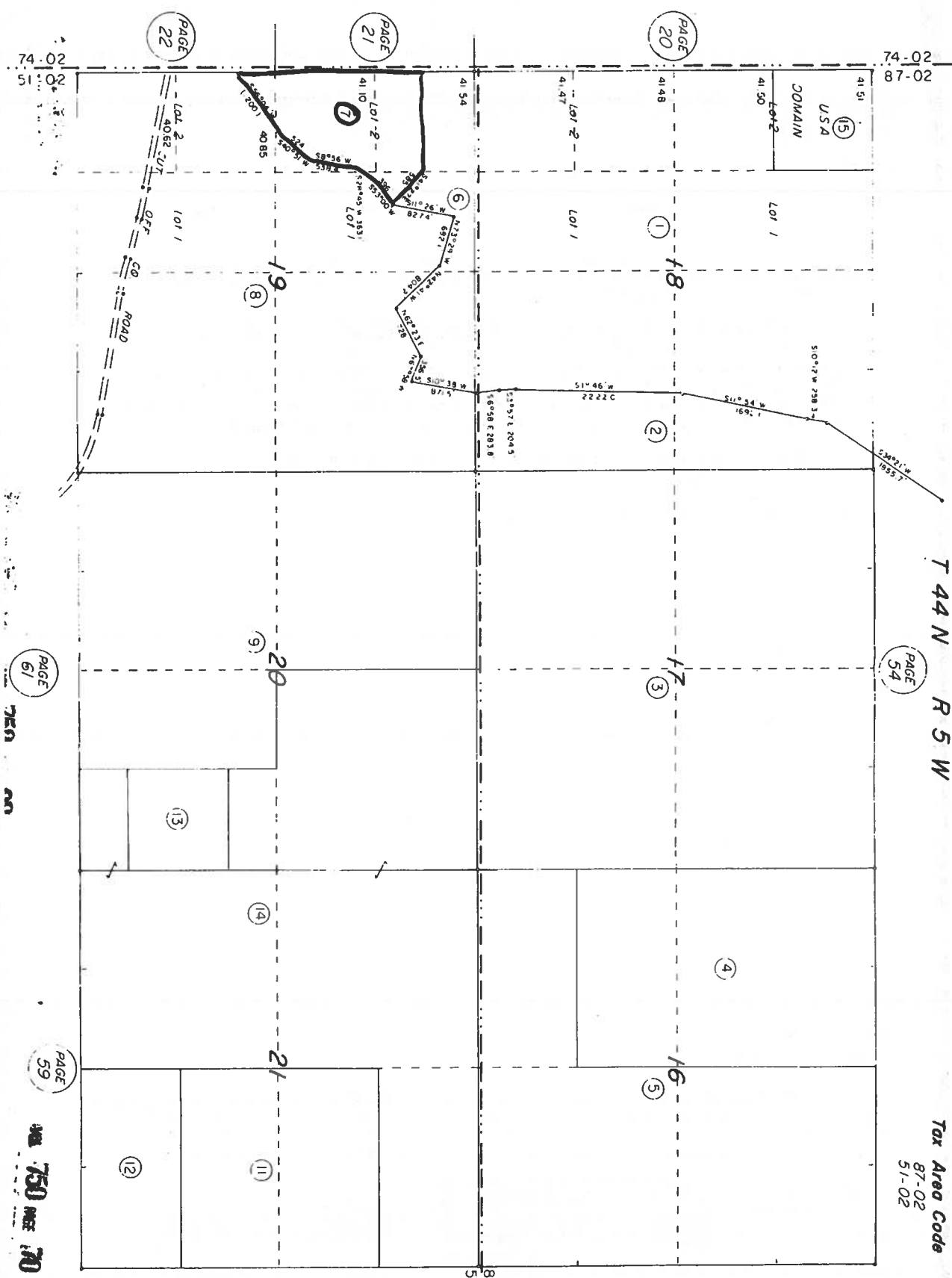


Assessor's Map
County of Siskiyou, California

MAP 750 REE 08

NOTICE: This map is made from the office of the Assessor of the County of Siskiyou, California. The numbers or symbols on this map are for identification only and should not be used in any kind of proceedings.
REVENUE AND TAXATION CODE, SECTION 227.





74-02
87-02

T 44 N
R 5 W

Tax Area Code
87-02
51-02

12-55

PAGE 22

PAGE 21

PAGE 20

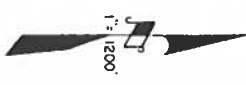
PAGE 61

PAGE 59

87-02 PAGE
51-02 57

Exhibit B-4 - AGN-22-07

Exhibit A - 76019



THIS MAP IS FROM THE
RECORDS OF THE
REVENUE DEPARTMENT

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

10th day February 19 76

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY 10, 1976.

It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve contracts in agricultural preserve established by Resolution No. 30, Book 7, adopted February 10, 1976, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts.

AYES: Supervisors Hayden, Porterfield and Torrey.

NOES: None.

ABSENT: None.

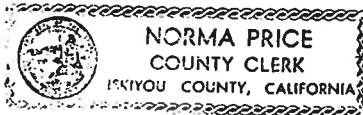
ABSTAINED: Supervisor Belcastro.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-10-76

Witness my hand and the seal of said Board of Supervisors, this 17th day of February, 1976.

cc: File
Recorder



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

By

Joanne Davis
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE UNTIL RECORDED BY THE BOARD OF SUPERVISORS

VOL 750 PAGE 71

10871 This 17th day of Feb., 1976

FRANK J. DeMARCO

County Counsel

FILED

Clerk Copy

#281

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA
NORMA PRICE, CLERK

OWNER/OWNERS NAME AS RECORDED: Raymond C. Platt BY Beverly J. Platt
(Include trust deed or other encumbrance holders. Use 1st deed of Trust
separate sheet if necessary) Pete Salanti & Lena Salanti
(if none - write none)
APPLICANT'S NAME (if other than above): _____

APPLICANT'S ADDRESS: RT 1 Box 1205, Weed, Calif 96094

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: _____
RECORDED AT REQUEST OF
Siskiyou County Clerk
OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

FEB 17 2 55 PM '76
Vol. 750 Pg. 156

B. Platt
RECORDER FEE \$ no chg.

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>Pasture and Hay production</u>	<u>21-120-360</u>	<u>64.9</u>

Total acreage 64.9

~~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: Raymond C. Platt
Beverly J. Platt

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 March 1, 1976, 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

6.

VOL 750 PAGE 163

EXHIBIT "A"

All that real property situate in the County of Siskiyou, State of California, described as follows:

A fractional portion of the North 1/2 of Section 3, Township 41 North, Range 5 West, N.D.M., described as follows:

Beginning at the intersection of the East line of Section 3 and the Northerly line of the 200 foot strip owned and occupied by the Southern Pacific Transportation Company; thence Northerly along the East line of Section 3 to a point from which the Northeast corner of Section 3 bears N 1°55'16" E 1348.66 feet; thence N 73°11' W 77.52 feet; thence N 77°38'50" W 103.03 feet; thence N 54°32'40" W 169.11 feet; thence N 43°56'10" W 343.96 feet; thence N 45°59'10" W 203.27 feet; thence N 33°53'50" W 181.92 feet; thence N 79°44'30" W 325.52 feet; thence S 83°38'10" W 397.96 feet; thence N 82°26'40" W 252.53 feet; thence N 74°56'30" W 315.50 feet; thence N 46°07'00" W 85.90 feet; thence N 67°25'50" W 136.49 feet; thence S 77°13'20" W 335.02 feet; thence N 85°57'30" W 119.14 feet; thence S 74°10' W 35.71 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 110.00 feet; thence Southwesterly 139.02 feet along said curve thru an angle of 72°24'36"; thence tangent to said curve S 1°45'24" W 212.88 feet to the Northerly line of County Road No. 4L03; thence S 77°36'36" E 290.0 feet more or less along the Northerly line of said road to the North-South centerline of said Section 3; thence S 1°45'24" W 60.0 feet more or less to the Southerly line of the County Road; thence N 77°36'36" W 353.4 feet along the Southerly line of the County Road; thence Southerly, parallel to the North-South centerline of Section 3 to a point on the Northerly line of the Southern Pacific Transportation Company 200 foot strip; thence Easterly along the Northerly line of said 200 foot strip to the point of beginning.

VOL 750 PAGE 164

VOL 705 PAGE 288

Notice to the Owner shall be addressed as follows:

Raymond S. Platt
RT 1 Box 1205
Weed, Calif 96094

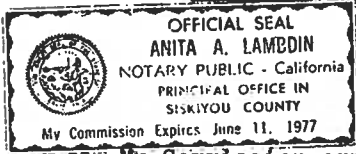
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Raymond S Platt
Beverly J Platt

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF Siskiyou)

On this 11th day of September, 1975,
before me, Anita A. Lambdin, a Notary
Public, in and for said Siskiyou County, personally
appeared Raymond C. Platt and Beverly J. Platt
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me
that they executed the same.



Anita A. Lambdin
Notary Public

My Commission expires: June 11, 1977

ATTEST: COUNTY OF SISKIYOU, Board of
Supervisors

Thomas Price Clerk [Signature] Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 11th day of February, 1976, before
me, Forrest R. Simpson a Notary Public, in and for
said Siskiyou County, personally appeared
George Wacker 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.



Forrest R. Simpson
Notary Public

My Commission Expires: Nov. 23, 1977

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 11 day of September, 1975.

Lena Salanti

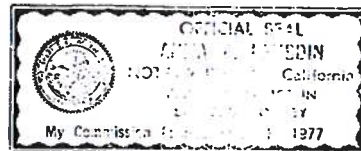
Pete Salanti
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF Siskiyou)

On this 11th day of September, 19 75,
before me, Anita A. Lambdin a Notary Public,
in and for said Siskiyou County, personally
appeared Pete Salanti and Lena Salanti known to me
to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they
executed the same.

Anita A. Lambdin
Notary Public

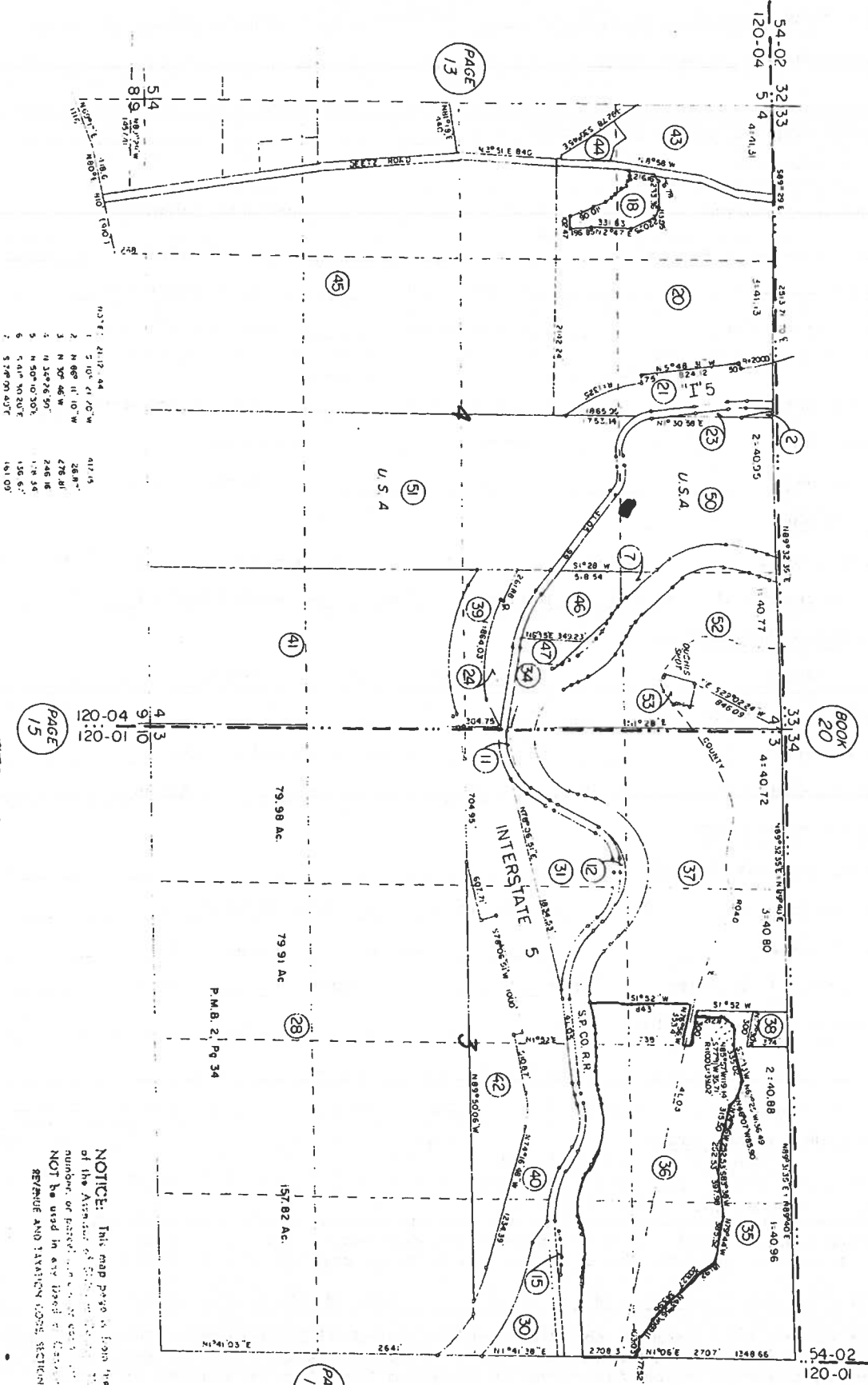
My Commission Expires: June 11, 1977



Sec's. 384 T4IN R5W

750 Area Code
 54-02
 120-01
 120-04

21 -12



- 417.15
 28.87
 478.41
 246.16
 118.34
 136.67
 181.09
- 1. 2 10° 41' 20" W
 - 2. N 89° 11' 10" W
 - 3. N 50° 46' W
 - 4. N 34° 26' 59"
 - 5. S 60° 10' 30" E
 - 6. S 41° 10' 20" E
 - 7. S 74° 01' 43" E

750 Area 168

750 Area 169

NOTICE: This map page is from the office of the Assessor of Stanislaus County, California. The number or page number of this map page should NOT be used in any deed or other instrument. REPUBLIC AND TAVINION CODE, SECTION 417.

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Raymond C. Platt ADDRESS RT 1 Box 1205

PARCEL NUMBERS 21-120-360

HOW LONG HAVE YOU OWNED THIS LAND? _____

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____

* Irrigated pasture acreage 63 Carrying capacity 63 Hd.

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage _____ Crops grown _____ Production per acre _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

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 _____ 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 _____

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.: *This place is supporting 60 head of Holstein heifers. This allows 30 springers to be sold each year @ \$450 or a Gross income of \$13,500. Also the ranch is supporting 6 head of Best Cattle generating \$360 per year in pasture rent. Total Gross income per yr \$13,860.*

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 Raymond C. Platt Date Sept 25, 1975

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

10th February 1976

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY 10, 1976.

It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve contracts in agricultural preserve established by Resolution No. 30, Book 7, adopted February 10, 1976, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts.

AYES: Supervisors Hayden, Porterfield and Torrey.

NOES: None.

ABSENT: None.

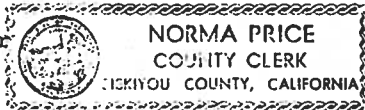
ABSTAINED: Supervisor Belcastro.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-10-76.

Witness my hand and the seal of said Board of Supervisors, this 17th day of February, 1976.

cc: File
Recorder



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

By Jeanne Davis
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE BOARD OF SUPERVISORS

15296

Clarks Bay
255

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: CHESTER L SHARP & LINDA J SHARP
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) FRANK TRUTTMAN
(if none - write none)
APPLICANT'S NAME (If other than above): _____

APPLICANT'S ADDRESS: RT 1 Box 1118, Grenada, Cal 96038

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: SAME MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>HAY & GRAZING</u>	<u>12-270-281</u>	<u>35.4</u>
Siskiyou County Clerk IS 4: P.M. OFFICIAL REC.		
Vol. 810, Page 364		
No Charge Total acreage		<u>35.4</u>

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: Chester L Sharp
Linda J Sharp

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: _____

FORM APPROVED

This 22nd day of Feb, 1978
FRANK J. DE MARCO

County Counsel
Frank J. De Marco
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____, 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 re-adoption 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:

CHESTER L. SHARP
RT 1 Box 1118
GRENADA, CALIF. 96038

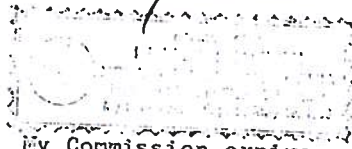
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Chester L Sharp
Linda J Sharp

OWNER

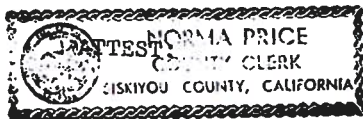
STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 30th day of September, 19 77,
before me, Heather Hanlon, a Notary
Public, in and for said _____ County, personally
appeared Chester L. Sharp & Linda J Sharp
known to me to be the person(s) whose name(s)
subscribed to the within instrument, and acknowledged to me
that they executed the same.



Heather Hanlon
Notary Public

My Commission expires: _____



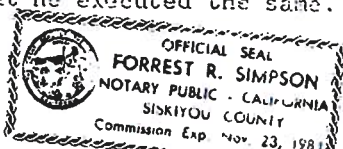
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 22nd day of February, 19 78, before
me, Forrest R. Simpson, a Notary Public, in and for
said _____ County, personally appeared
George Wicker 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.



Forrest R. Simpson
Notary Public

My Commission Expires: 11-23-78

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 13th day of October, 19 77.

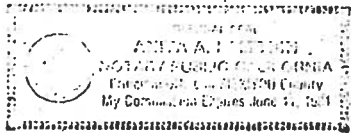
Frank A. Truttman
LIENHOLDER Frank A. Truttman
Elaine T. Truttman
Elaine T. Truttman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 13th day of October, 19 77,
before me, Anita A. Lombdin a Notary Public,
in and for said Siskiyou County, personally
appeared Frank A. Truttman and Elaine T. Truttman known to me
to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they
executed the same.

Anita A. Lombdin
Notary Public Anita A. Lombdin

My Commission Expires: June 11, 1981



COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME SHARP, CHESTER L ADDRESS RT 1 Box 1118 GREENADA
PARCEL NUMBERS 12-270-281

HOW LONG HAVE YOU OWNED THIS LAND? 2 Yrs

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____

Irrigated pasture acreage _____ Carrying capacity _____

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 35.4 Crops grown HAY Production per acre 7 TON/AC

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ N/A per year _____ acres _____ Fishing Rights \$ _____ per year _____

Other recreational rights \$ _____ per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner N/A 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 N/A

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 Chester L Sharp Date 9/30/77

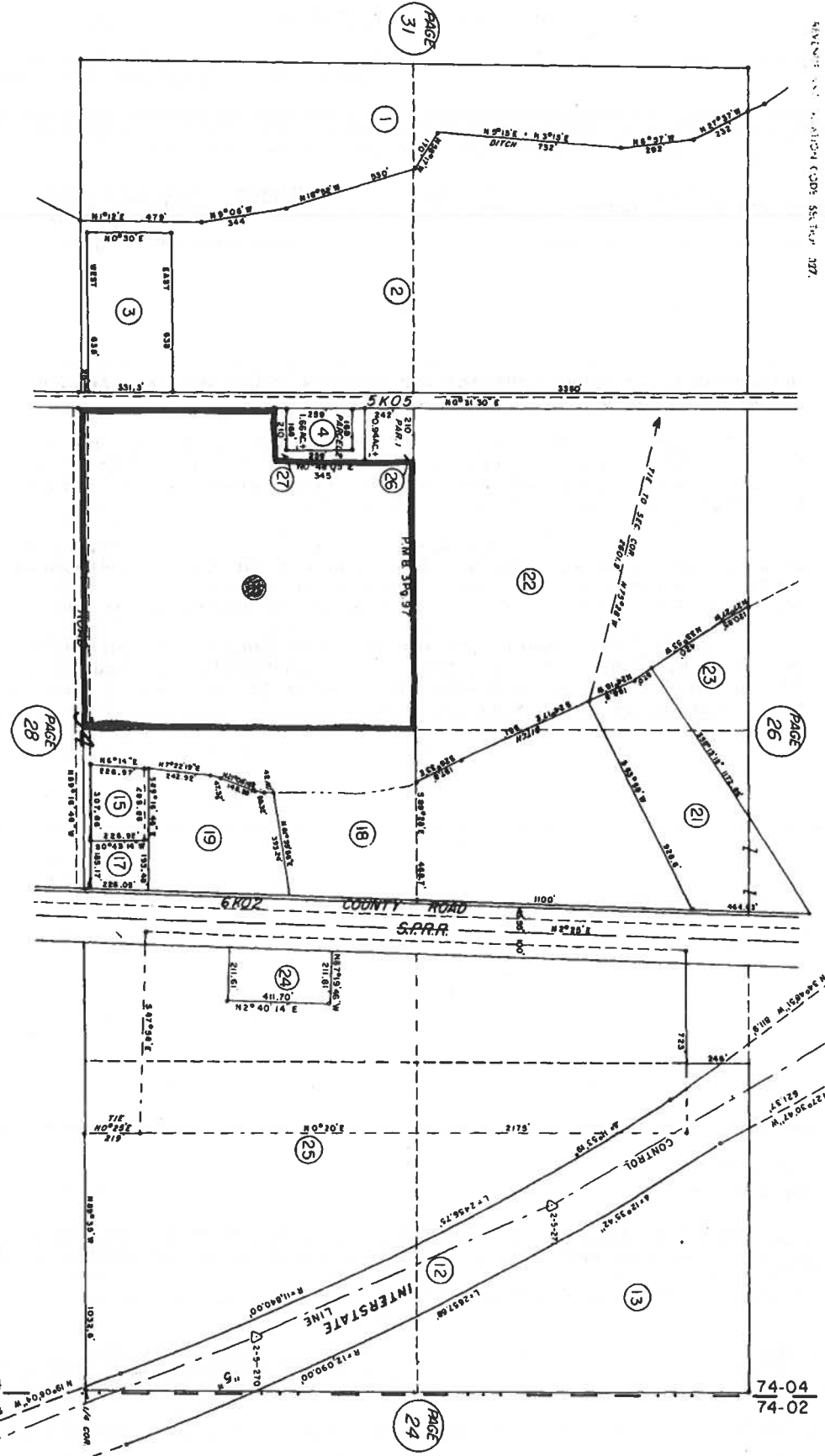
Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

NOTICE: This map is prepared from the official records of the County of San Diego, California, and is subject to the provisions of the California Civil Code, Section 52, which provides that the same shall be void if it is found that the same was prepared in violation of the provisions of said section.

N 1/2 of Sec. 34 T 44 N R 6 W

Tax Area Code
74-04

12-27



Vol. 810 PAGE 376

Vol. 810 PAGE 377

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

14th day December 1993

PRESENT: Supervisors Clancy Dutra, George Thackeray, Ivan Young, Roger Zwanziger
and Jerry Giardino. Chairman Young presiding.

ABSENT: None

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy
COUNTY CLERK: Sherrie Bennett and
Cindy Dieter

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

AGRICULTURAL PRESERVE CONTRACT FOR CHESTER SHARP AND JACK ARNOLD -
DOCUMENTS TO REMAIN AS ORIGINALLY RECORDED.

Planning Director Robert Sellman advised the Board that the Agricultural Preserve Contracts for Chester Sharp and Jack Arnold contain less than the 40 acre minimum requirement for Williamson Act Contracts, requesting Board direction.

Attorney Gene Fink appeared before the Board on behalf of Chester Sharp stating a review of Mr. Sharp's Agricultural Preserve Contracts shows there has been no change in size since the initial approval of the Board. Mr. Fink requested the contracts be upheld.

Following discussion, it was moved by Supervisor Zwanziger, seconded by Supervisor Giardino and unanimously carried, that Agricultural Preserve Contracts for Chester Sharp and Jack Arnold are to remain as originally recorded.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, Lisa Chandler, 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 12-14-93.

Witness my hand and the seal of said Board of Supervisors, this _____ day of _____, 19____.

cc: File
Planning (2)

Lisa Chandler
County Clerk and ex-Officio Clerk of the Board
of Supervisors of Siskiyou County, California

By _____
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE
BOARD OF SUPERVISORS

CHANGE OF OWNERSHIP

Notice to the Owner shall be addressed as follows:

Willis E. Thompson (New Owner)
13739 Old Westside Rd.
GRANADA, CA 96038

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

Willis E. Thompson
Claudia J. Thompson

NEW OWNER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 8th day of August, 19 90, before me, the undersigned, a Notary Public, in and for said SISKIYOU County, personally appeared ****Willis E. Thompson and Claudia J. Thompson **** known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Patricia D. Fryer
Notary Public

My Commission expires: April 16, 1991



ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Clerk _____ Chairman _____

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this _____ day of _____, 19____, before me, _____ a Notary Public, in and for said _____ County, personally appeared _____ 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.

Notary Public

My Commission Expires: _____

PLANNING DEPARTMENT

TELEPHONE: 842-8200

PLANNING DIRECTOR ROBERT W. SELLMAN



County of Siskiyou

P O BOX 1085

YREKA, CALIFORNIA
96097

August 23, 1990

Mr. and Mrs. Willis E. Thompson
13378 Old Westside Road
Grenada, California 96038

Dear Mr. and Mrs. Thompson:

Subject: Agricultural Preserve - Change of Ownership

The County Clerk's office has received the Change of Ownership for the Tawlks Agricultural Preserve. The Change of Ownership form will be cross-referenced and appended to the original Ag Preserve Contract presently on file.

Thank you for your cooperation and assistance. If you have any questions, please contact me.

Sincerely,
Siskiyou County Planning Department
Robert Sellman, Planning Director

Richard Barnum
Assistant Planning Director

RB:sd

pc: Lisa Chandler, Supervising Board Clerk

COPY of Document Recorded

Filing Deadline: October 1, 5:00 P.M. of Current Year

BOARD OF SUPERVISORS FEB 1 1984 as No. 84001399

COUNTY OF SISKIYOU Vol. X Official Records Page X

116-1283-13

Has not been compared with original

Siskiyou County Recorder
APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: \$100 First Parcel + \$5 for Each Additional Parcel for Each Application - NON REFUNDABLE.

Separate applications are required if different parcels have different lienholders.

OWNER/OWNERS NAME AS RECORDED: ALLAN G & BENA M TAWLKS
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None").

BANK of America ^{1st DEED} Charles Chambers and Gene Fink Trustee
FOR ESTATE OF PATRICIA CHAMBERS - 2ND DEED of TRUST
APPLICANT'S NAME (if other than above)

APPLICANT'S ADDRESS 13739 OLD WESTSIDE Rd, Grenada 96038

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>APPLE ORCHARD</u>		

Total Acreage 20

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: Allan S Tawlks

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

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 MAR 1 1984, 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 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.

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.

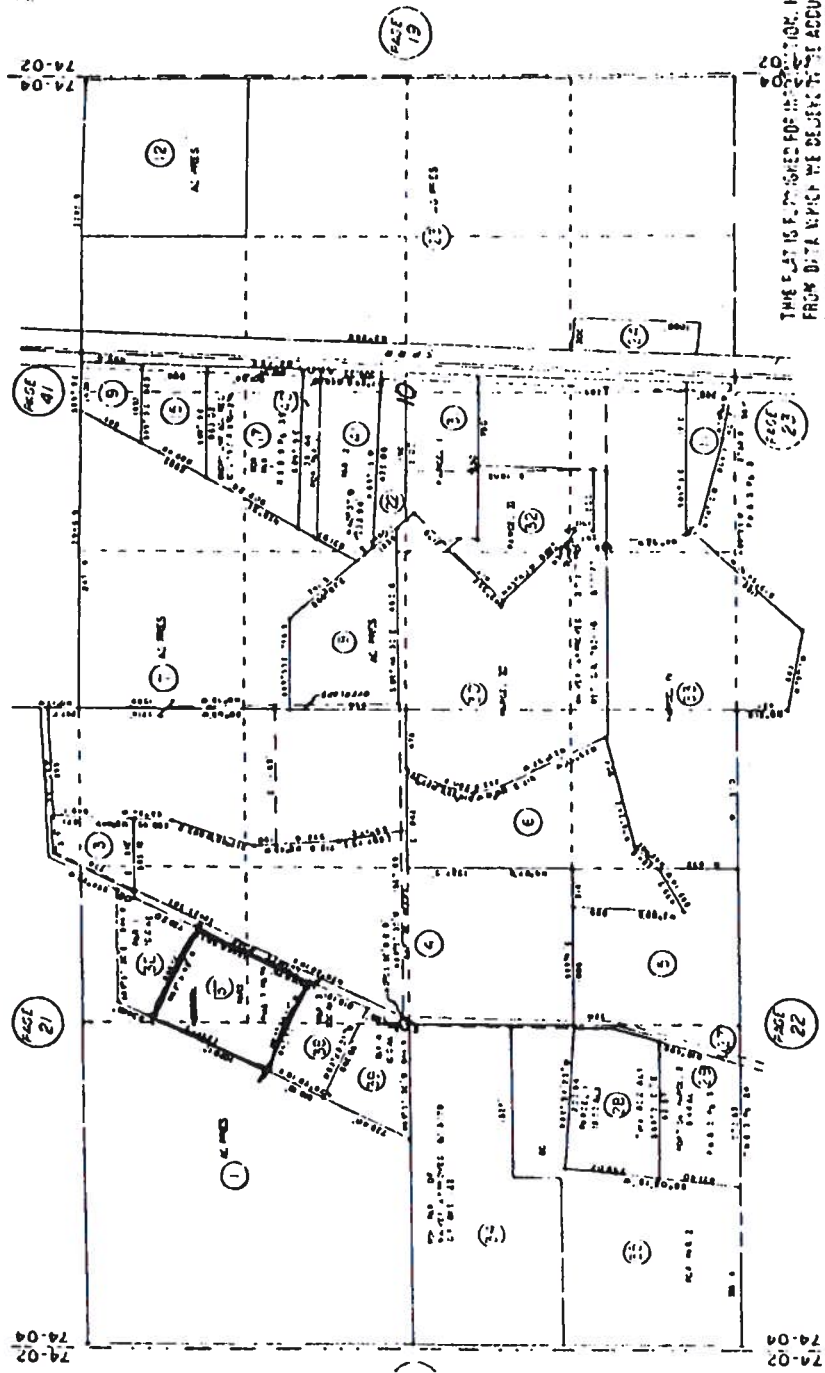
The following agreement is prepared and entered into by the parties to accomplish the above-stated purposes.

22-20

Top Alico Co's
74-04



Secs. 9 8 10 T43N R6W



THIS PLAT IS PREPARED FOR INFORMATION. IT IS COMPILED FROM DATA WHICH THE DEEDS TO THE ACCURATE, BUT NO LIABILITY IS ASSUMED BY THE COMPANIES AS TO THE CORRECTNESS OF SUCH DATA.

TITLE INSURANCE AND TRUST CO. PANY
SISKIYOU COUNTY TITLE CO.

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME ALLAN G & Lenora Tawler ADDRESS 13739 OLD WESTSIDE Rd
Grenada Ca
PARCEL NUMBERS 22-200-370

HOW LONG HAVE YOU OWNED THIS LAND? 1 yr (Escrow closed 10/18/82)

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____

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 _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage APPLE TREES Type Various Production per acre 1200 *
BOXES 300 TREES x 4 1200 1200

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 _____

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.:

When Full production is reached in 2 more years

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 Allan G Tawler 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

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by ALLAN G & DENA M. TAWLKS and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 30 day of SEPTEMBER 1983.

BANK OF AMERICA

J.A. Burrone
Lienholder

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 30 day of SEPTEMBER 19 83,
before me, M. SOLUS a Notary Public
in and for said SISKIYOU County, personally
appeared J.A. BURRONE known to me to be the
person whose name IS subscribed to the within instrument
and acknowledged to me that HE executed the same.



M. Solus
Notary Public

My Commission Expires: JUNE 12, 1987

BOARD OF SUPERVISORS

COUNTY OF SISKIYOU

84001399

Page 1 of 7 pages

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: ^{445⁰⁰} \$100 First Parcel + \$5 for Each Additional Parcel for
Each Application - NON REFUNDABLE.

Separate applications are required if different parcels have different
lienholders.

OWNER/OWNERS NAME AS RECORDED: ALLAN G & WENA M TAWLKS
(Include trust deed or other encumbrance holders. Use separate
sheet if necessary. If none, write "None").

^{1st DEED}
BANK of America, Charles Chambers and Gene Link Trustee
FOR ESTATE OF PATRICIA CHAMBERS - 2nd DEED of TRUST
APPLICANT'S NAME (If other than above) _____

APPLICANT'S ADDRESS 13739 OLD WESTSIDE Rd, Grenada 96038

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>APPLE ORCHARD</u>		
<u>10 acres in Apples -</u>		
<u>10 acres to be placed in production</u>		

Total Acreage 20

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: Allan S Tawlks

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

[Handwritten signatures and notes]
Frank J. DeMarco

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICE OF THE COUNTY CLERK
SISKIYOU COUNTY CALIF.

FEB 1 8 35 AM '84
#84001399

[Signature]
RECORDED FOR FEE \$ N/C

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 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 reoption 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

OWNER'S NAME ALLAN G & Lenora M TAWL ADDRESS 13739 OLD WESTSIDE Rd
PARCEL NUMBERS 22-200-370 Grenada Ca

HOW LONG HAVE YOU OWNED THIS LAND? 1 yr (Escrow closed 10/18/82)

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____

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 _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage APPLE TREES Type VARIOUS Production per acre 1200 BOXES

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 _____

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.:

When full production is reached in 2 more years

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 Allan G Tawl 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

22-20

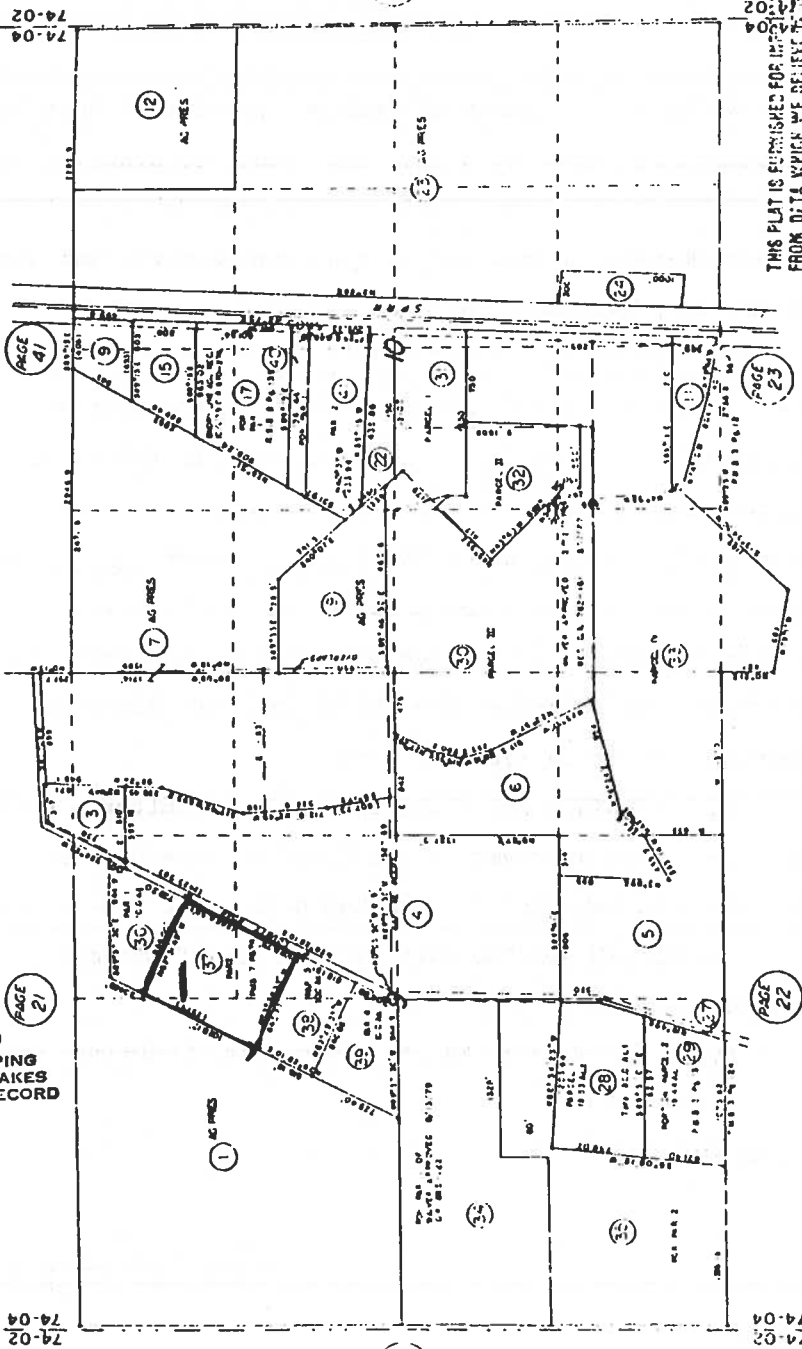
Tax Area Code
74-04

84001399

Page 3 of 7 pages

Secs. 9 8 10 T43N R6W

RECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORD



THIS PLAT IS FURNISHED FOR INFORMATION. IT IS COPIED FROM DATA WHICH WE BELIEVE TO BE ACCURATE, BUT NO LIABILITY IS ASSUMED BY THE COMPANIES AS TO THE CORRECTNESS OF SUCH DATA.

TITLE INSURANCE AND TRUST COMPANY
SISKIYOU COUNTY TITLE CO.

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY RESOLUTION NO. 271, BOOK, ADOPTED

DECEMBER 13, 1983

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. 271, Book 11, adopted December 13, 1983 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, 1984.

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 13th day of December, 1983 by the following vote:

AYES: Supervisors Mattos, Zwanziger, Steinhaus and Thackeray.

NOES: None.

ABSENT: None.

Dorinda A. Hill
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By: *[Signature]*
Deputy

This instrument is a correct copy of the original on file in this office.

ATTEST: *January 18, 1984*
NORMA PRICE
County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Siskiyou.
By: *[Signature]*
Deputy

RESOLUTIONS
NO. 271
BOOK 11

NEWTON, ALBERT, SR. ET AL P. O. Box 188 Yreka, California 96097	22-180-080 22-130-010 31-340-010 22-110-070
NOAH, WILBUR J. AND FRANCES H. ETAL 8212 Eastside Road Fort Jones, California 96032	24-190-300 24-190-240 24-190-260 24-190-390
CARTER, TOM J. AND DAPHNE 16818 Antler Way Weed, California 96094	22-200-390
SEAVER, CHARLES W. & ORA J. 805 Serpa Lane Etna, California 96027	24-110-600 24-110-280
HERFINDAHL, DAVID J. AND ANN R. 1012 North Street Yreka, California 96097	13-420-290 13-420-300
AVERY, TIMOTHY H. & SHARON T. 11412 Hart Road Montague, California 96064	39-340-180
CRECHRIOU, JOHN L. ET AL Star Route - Callahan Road Gazelle, California 96034	22-100-210
THOMAS, GORDON AND GLENDA 13425 Old Westside Road Grenada, California 96038	22-200-360
MERLO, EDWARD AND ANITA, ETAL P. O. Box 627 Woodbridge, California 95258	22-120-110 22-120-101 22-120-091 22-120-081 22-120-071 22-120-140 22-120-130 22-120-120 23-341-070 23-321-050 23-321-160 23-321-150 23-321-140 23-321-130 23-321-120 23-341-110 23-341-100 23-341-090 23-341-080
SPRAWLS, IRVING, L., JR. 13741 Old Westside Road Grenada, California 96038	22-200-380
ANDERSON, RICHARD AND DIANE P. O. Box 59 Gazelle, California 96034	22-240-100 22-240-110 22-250-390

CRECHRIOU, JAMES, ETAL	22-270-030
P. O. Box 11	22-490-040
Gazelle, California 96034	
TAWLKS, ALLAN G. & LENA M.	22-200-370
13739 Old Westside Road	
Grenada, California 96038	
THOMPSON, WILLIAM C. AND JUANITA	13-370-460
3378 Via Loma	13-370-520
Fallbrook, California 96028	13-370-610
	13-370-510
	13-380-300
	13-390-040
	38-010-050
	38-010-060
	38-010-070
LEAVERS, RALPH D. AND WILLIAM A.	11-250-150
P. O. Box 202	11-250-160
Macdoel, California 96058	

13th day December 1983

PRESENT: Supervisors Philip Mattos, Roger Zwanziger, James Steinhaus, Norma Frey and George Thackeray. Chairman Frey presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY RESOLUTION NO. 271, BOOK 11.

It was moved by Supervisor Mattos, seconded by Supervisor Thackeray, and unanimously carried, that Resolution No. 272, Book 11, being a resolution approving new agricultural preserve contracts in agricultural preserves established by Resolution No. 271, Book 11, is hereby adopted and the Chairman is authorized to sign.

The public hearing on Agricultural Preserve Contracts was declared closed.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 12-13-83

Witness my hand and the seal of said Board of Supervisors, this 14th day of January 1984

cc-File
Planning

NORMA PRICE

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

Handwritten signature: Kar Siskovsky

89000876

RE Siskiyou County Clerk

428

Page 1 of 34 pages

Filing Deadline: October 1, 5:00 p.m. of Current Year

BOARD OF SUPERVISORS JAN 23 2 15 PM '89 COUNTY OF SISKIYOU #89000876

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

Fee: No Charge

FILING FEE: \$445.00 for EACH application - NON REFUNDABLE.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: Daniel & Donna Schroeder (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".

Prudential Insurance Co

APPLICANT'S NAME (If other than above):

APPLICANT'S ADDRESS: Box 186 Madras, OR 97605

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
Alfalfa & Grain	3-390-020	100.0
	3-480-010	167.0
	3-470-050	157.0
	3-490-020	109.0

Total Acreage 533

I declare under penalty of perjury that the information contained in this 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 attorney fee which may be incurred in this matter.

OWNER(S) SIGNATURE(S) Daniel L Schroeder Donna B Schroeder

PLEASE READ IMPORTANT NOTICES ON REVERSE OF THIS PAGE

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, aesthetic 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 March 1, 1989, 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 and 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 document.

(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 received 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.

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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.

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

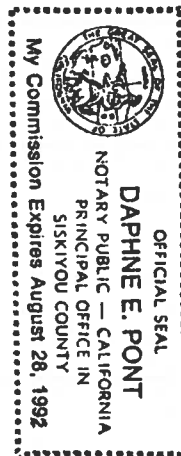
STATE OF CALIFORNIA Siskiyou) ss.
COUNTY OF

On September 30, 1988 before me, the undersigned, a Notary Public in and for
said State, personally appeared *Daniel L. Schroeder and Donna R. Schroeder*

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.

Signature *Donna R. Pont*



(This area for official notarial seal)

STATE OF CALIFORNIA)
)
COUNTY OF SISKIYOU) ss.

On November 22, 1988, before me, Lisa Chandler, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared, Philip Mattos, personally known to me to be the person who executed this instrument as Chairman of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: November 22, 1988

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

Deputy Lisa Chandler
Signature

(Seal)

Notice to the Owner shall be addressed as follows:

Daniel & Donna Schroeder
Box 186
Madocel Calif 96054

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

Donna R. Schroeder
Daniel L. Schroeder

OWNER

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this _____ day of _____, 19____,
before me, _____, a Notary
Public, in and for said _____ County, personally
appeared _____
known to me to be the person _____ whose name
subscribed to the within instrument, and acknowledged to me
that _____ executed the same.

Notary Public

My Commission expires: _____

ATTEST:
NORMA PRICE, COUNTY CLERK

COUNTY OF SISKIYOU, Board of
Supervisors

Lisa Chandler Clerk Deputy July Miller Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this _____ day of _____, 19____, before
me, _____ a Notary Public, in and for
said _____ County, personally appeared
_____ 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.

Notary Public

My Commission Expires: _____

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by Daniel & Donna Schroeder and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 28th day of September, 19 88.

The Prudential Insurance Company of America

[Signature]
Lienholder

Randall E. Pope, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento)

On this 28th day of September, 19 88,
before me, M. Diane Sutton a Notary Public
in and for said Sacramento County, personally
appeared Randall E. Pope known to me to be the
person whose name subscribed to the within instrument
and acknowledged to me that he executed the same.

M. Diane Sutton
OFFICIAL SEAL AND Notary Public
M. DIANE SUTTON
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Aug. 25, 1992

My Commission Expires:

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Daniel & Dana Schroeder ADDRESS Box 186

PARCEL NUMBERS 3-396-020 3-480-010 3-470-050 3-490-020

HOW LONG HAVE YOU OWNED THIS LAND? 15 years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 0 Carrying capacity _____

Irrigated pasture acreage 0 Carrying capacity _____

Dry farming acreage 0 Crops grown _____ Production per acre _____

Field crop acreage 345 Crops grown alfalfa Production per acre 4.57

162 oats 2.057

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

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 _____ 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 _____

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 Daniel Schroeder Date Sept 26, 1988

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

Adopted 11-28-72

RECORDING REQUESTED BY
MICHAEL C. MILLER
601 Main Street, Suite 210
Klamath Falls OR 97601-6007

Michael C. Miller

Page 1 of 2 pages

89000876

FEB 13 2 19 PM '88

#88001809

RECORDING FEE \$7.00 pd.

AND WHEN RECORDED MAIL TO

MICHAEL C. MILLER
601 Main Street, Suite 210
Klamath Falls OR 97601-6007

88001809

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL THE STATEMENTS TO

DANIEL LEE SCHROEDER
DONNA RAE SCHROEDER
Post Office Box 116
Madoel CA 96058

DOCUMENTARY TRANSFER TAX AMENDED DEED
COMPLETED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPLETED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Michael C. Miller
Signature of Declarant or Agent determining tax. Form Name

Page 12 of 34 pages

OD 868 GF

Quitclaim Deed

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

OSCAR SCHROEDER & DORA J. SCHROEDER

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

DANIEL LEE SCHROEDER & DONNA RAE SCHROEDER, husband and wife

the following described real property in the
state of California:

county of Siskiyou

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE

THIS DOCUMENT IS RECORDED TO CORRECT THE DESCRIPTION
ATTACHED TO QUIT CLAIM DEED RECORDED ON MAY 19, 1986
AS DOCUMENT NUMBER 86005749, SISKIYOU COUNTY OFFICIAL
RECORDS.

Dated February 11, 1988

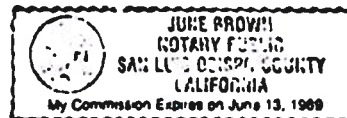
Oscar Schroeder
Oscar Schroeder

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo } ss.
On February 11, 1988 before me, the under-
signed, a Notary Public in and for said State, personally appeared
OSCAR SCHROEDER and
DORA J. SCHROEDER

Dora J. Schroeder
Dora J. Schroeder

known to me
to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *June Brown*
June Brown



Page 13 of 34 pages

Page 2 of 2 pages

PARCEL 1: Southeast quarter, Section 18, Township 46 North, Range 1 West, M.D.M., excepting and reserving therefrom a strip of land described as follows, to-wit:

COMMENCING at Southwest corner of said Southeast quarter of said Section 18, Township 46 North, Range 1 West, M.D.M., thence Easterly 660 feet along the South border line of said Southeast quarter of said Section 18, thence Northerly 100 feet, thence Westerly 660 feet and parallel with the South border line of said Southeast quarter of said Section 18 to the West border line of said Southeast quarter of said Section 18; thence Southerly along the West border line of said Southeast quarter of said Section 18 to the point of beginning.

ALSO EXCEPTING THEREFROM: COMMENCING at the Southwest corner of the Southeast quarter of Section 18, Township 46 North, Range 1 West, M.D.M., thence Easterly 660 feet along the South line of the Southeast quarter of said Section 18 to the point of beginning; thence Easterly 160 feet along the South line of said Southeast quarter of said Section 18; thence Northerly 250 feet at a right angle; thence Westerly 310 feet and parallel with the South line of said Southeast quarter of said Section 18; thence Southerly 150 feet at a right angle; thence Easterly 150 feet and parallel with the South line of said Southeast quarter of said Section 18; thence Southerly 100 feet to the Point of Beginning.

PARCEL 2: COMMENCING at the Southwest corner of Section 17, Township 46 North, Range 1 West, M.D.M.; thence Easterly along the South border line of said Section 17 to the West border line of the right of way of U.S. Highway No. 97; thence Northeasterly along the said West border line of said right of way of U.S. Highway No. 97 to its intersection with the West border line of Mt. Tacoma Street in the Townsite of Macdoel according to the official plat thereof recorded in the records of Siskiyou County, State of California, thence Northerly along the said West border line of said Mt. Tacoma Street in said Townsite of Macdoel to its intersection with the North border line of San Blas Street in said Townsite of Macdoel, thence Easterly along the said North border line of said San Blas Street to its intersection with the said West border line of said right of way of U.S. Highway No. 97; thence Northerly along the said West border line of said right of way of U.S. Highway No. 97 to its intersection with the South border line of Section 8; Township 46 North, Range 1 West, M.D.M.; thence Westerly along the said South border line of said Section 8 to the Southeast corner of West half of Southwest quarter of Southeast quarter of said Section 8; thence Northerly along the East border line of said West half of Southwest quarter of Southeast quarter of said Section 8 to the Northeast corner of said West half of Southwest quarter of Southeast quarter of said Section 8; thence Westerly along the North border line of said West half of Southwest quarter of Southeast quarter and the North border line of South half of Southwest quarter of said Section 8 to the West border line of said Section 8; thence Southerly along the said West border line of said Section 8 and the West border line of said Section 17 to the Southwest corner of said Section 17, the point of beginning, excepting therefrom any reservations, rights of way or easements now of record in the County recorder's office or hereinafter set forth, and excepting therefrom the Grammar School Tract lying between a Westerly extension of Vera Cruz and Cortez Streets of the Townsite of Macdoel and being 140 feet along East and West and 300 feet along North and South.

EXCEPTING THEREFROM a parcel of land situate at the intersection of the Northerly boundary of San Blas Street, Town of Macdoel, California, with the Westerly right of way line of The Dalles California Highway, the point of beginning; being described as:

From a stone monument, marking the intersection of Vera Cruz Street and Railroad Avenue West, Town of Macdoel, California, duly recorded subdivision of Siskiyou County, State of California, said monument being further identified as a 24" x 24" x 12" rock.

RECORDER'S MEMO
FAINT WRITING, TYPING, ILLEGIBLE
WRITING OR CARBON COPIES
POOR PHOTOGRAPHIC RECORD

Vol. 1002 Page 415

\$4.00 Paid

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This 14th day of July 1983

HAROLD B. PETERS AND DIANE E. PETERS, husband and wife,

of the County of Butte,

Shasta County,

California 96058

do hereby certify that the following is a true and correct copy of the original as recorded in the office of the Recorder of Deeds for the County of Butte, California.

HAROLD B. PETERS AND DIANE E. PETERS, husband and wife,

Siskiyou

COMMENCING at the Southwest corner of the Southeast quarter of Section 18, Township 46 North, Range 1 West, M.D.M.; thence Easterly 660 feet along the South line of the Southeast quarter of Section 18 to the POINT OF BEGINNING; thence Easterly 160 feet along the South line of said Southeast quarter of said Section 18; thence Northerly 250 feet at a right angle; thence Westerly 310 feet and parallel with the South line of said Southeast quarter of said Section 18; thence Southerly 150 feet at a right angle; thence Easterly 150 feet and parallel with the South line of said Southeast quarter of said Section 18; thence Southerly 100 feet to the POINT OF BEGINNING.

99-95-1-470-240 (ptn.) and 050 (ptn.)

25,000.00

Harold B. Peters
HAROLD B. PETERS

Diane E. Peters
DIANE E. PETERS

STATE OF CALIFORNIA
COUNTY OF BUTTE
I, _____, County Clerk of Butte County, California, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the Recorder of Deeds for the County of Butte, California.

89000876

Page 15 of 34 pages

Order No. 33471-A 10517

Escrow No. RECORDING REQUESTED BY

When Recorded Mail to:

The Prudential Ins. Co. of America
P. O. Box 2714 - Terminal Annex
Los Angeles, CA 90051

RECORDED AT REQUEST OF
SISKIYOU CO. - 18112-00
OFF STATE RECORDS
SISKIYOU CO., CALIF.

JAN 24 3 12 PM '73
Vol. 681 Page 173

RECORDED FEE \$ 8.00 paid

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 1-2 163 017

This Deed of Trust, made this 8th day of January, A.D. 1973.

Between OSCAR SCHROEDER and DORA J. SCHROEDER, husband and wife, DANIEL LEE SCHROEDER, a single man, and KENNETH PAUL SCHROEDER, a single man, herein called Trustor, whose address is P. O. Box 74 SHANDON, California 93161

TITLE INSURANCE AND TRUST COMPANY
a California Corporation, herein called Trustee, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of New Jersey, having its principal office at 745 Broad Street, Newark, New Jersey.

herein called Beneficiary,

Witnesseth:
That Trustor hereby Grants, Transfers, and Assigns to Trustee, its Successors and Assigns, in Trust, with Power of Sale, that property in the UNINCORPORATED AREA County of SAN DIEGO, California.

as described in EXHIBIT "A", consisting of two pages, attached hereto, and identified herewith by the signatures of the Trustors;

3-39-2
3-48-1
3-49-2
3-47-3

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereto belonging, or in anywise appertaining (all as part of the premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, damages, royalties, revenue and benefits therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements, fixtures and equipment (whether or not annexed thereto) now or hereafter used in connection therewith; (iii) all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with said property; (iv) all shares of stock evidencing any such water right; and (v) all fixtures and equipment (whether or not annexed thereto) now or hereafter used for the production or distribution of water thereon or for the irrigation or drainage thereof.

For the Purpose of Securing:
One: Payment of the indebtedness evidenced by a promissory note (and any renewals or extensions or modifications thereof), of even date herewith, in the principal sum of TWO HUNDRED NINE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$209,250.00), the final payment on which is due on January 15, 1993, executed by Trustor and delivered to Beneficiary, together with the interest thereon and late charges as provided by said note which is made a part hereof by reference.
Two: Payment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 19 hereof.
Three: Payment of all other moneys herein agreed or provided to be paid by Trustor.
Four: Performance of each agreement of Trustor herein contained or incorporated herein by reference.
Trustor Agrees:
1. To pay: (a) before delinquent, all taxes and assessments of every type or nature affecting said premises, all rents or charges for water and all assessments on any water stock; (b) all other charges and encumbrances which now are or

Vol 681 p 173

shall hereafter be or appear to be a lien prior to the lien of this Deed of Trust; (c) all taxes upon this Deed of Trust or the interest of Beneficiary herein, or upon the note or debt secured hereby provided, however, that the total amount so paid for any such taxes pursuant to this sub-paragraph (c) together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in California. In the event of the enactment of any law imposing payment of all or any of the taxes aforesaid upon Beneficiary, or upon the rendering by any court of a decision that the undertaking by Trustor, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of Beneficiary, become immediately due and collectible, notwithstanding anything contained herein or any law heretofore enacted or hereafter enacted.

2. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Beneficiary in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the premises are situated, shall be in such amount as Beneficiary may reasonably require but in no event for less than the indebtedness from time to time secured hereby, shall be issued by a company or companies approved by Beneficiary, and shall contain the Standard Mortgage Clause with loss payable to Beneficiary. Whenever required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, such policies shall be delivered immediately to and held by Beneficiary. Any and all amounts received by Beneficiary under any of such policies may be applied by Beneficiary on the indebtedness secured hereby in such manner as Beneficiary may, in its sole discretion, elect or, at the option of Beneficiary, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amount shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice. Upon foreclosure hereof or other acquisition of the premises or any part thereof by Beneficiary, such policies shall become the absolute property of Beneficiary.

3. To keep the premises in good condition and repair, and not to commit or permit waste thereof; if farm land, to farm, cultivate, care for, and irrigate in a proper manner; not to remove or demolish, nor alter or impair the design or structural character of, any building, fixture, equipment, fence, canal, well, or other improvement now or hereafter situated upon said premises, nor remove, replace, graft, bud or otherwise alter any horticultural or viticultural tree, vine or shrub planted upon the premises for a commercial purpose, without the written consent of Beneficiary.

4. That if, during the existence of these trusts, there be commenced or pending any action or proceeding affecting said premises, or the title thereof, or if any adverse claim for or against said premises be made, Trustee or Beneficiary, or both, may appear in said action or proceeding; and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them may deem to be necessary.

5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises, and not to suffer or permit any act to be done in or upon said premises in violation thereof.

6. That, if Trustor fails to do so, Beneficiary, without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay expenses in connection therewith.

7. To pay to Trustee and Beneficiary, respectively, immediately and without demand, the amount of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of eight per cent per annum.

8. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may deliver a written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recording of said Notice of Default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustor may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. That all of the rents, issues and profits of said premises are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by its agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above premises or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter. Trustor further agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said premises and used by Trustor in the rental or leasing of said premises or any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said premises, or any part or all of such moneys may be released by Beneficiary at its sole option. The expense (including receiver's fees, if any, and commission to any agent appointed by Beneficiary, and counsel fees and costs and disbursements) incurred in taking possession and effecting such collection or attempting to take possession and effect collection, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the said property nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

10. That all judgments, awards of damages and settlements, hereafter made as a result of or in lieu of any condemnation or other proceeding for public use of, or for any damage to, said premises or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary may apply any and all such sums on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount so received by it or any part thereof may be released. Neither the application nor the release of any such sums shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

11. Without affecting the liability of Trustor or any other person except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

EXHIBIT "A" - Page 1 of 2 pages

All that real property situate in the County of Siskiyou, State of California, described as follows:

PARCEL 1: Southeast quarter, Section 18, Township 46 North, Range 1 West, M.D.M., excepting and reserving therefrom a strip of land described as follows; to-wit:

COMMENCING at Southwest corner of said Southeast quarter of said Section 18; Township 46 North, Range 1 West, M.D.M., thence Easterly 660 feet along the South border line of said Southeast quarter of said Section 18, thence Northerly 100 feet, thence Westerly 660 feet and parallel with the South border line of said Southeast quarter of said Section 18 to the West border line of said Southeast quarter of said Section 18; thence Southerly along the West border line of said Southeast quarter of said Section 18 to the point of beginning.

3-47-5

ALSO EXCEPTING THEREFROM THE FOLLOWING: Commencing at the Southwest corner of the Southeast quarter of Section 13, Township 46 North, Range 1 West, M.D.M., thence Easterly 660 feet along the South border line of the Southeast quarter of said Section 13 to the point of beginning; thence easterly 200 feet along the South border line of said Southeast quarter of said Section 13; thence Northerly 150 feet at a right angle; thence Westerly 100 feet and parallel with the South border line of said Southeast quarter of said Section 13; thence Northerly at a right angle 100 feet; thence Westerly 250 feet and parallel with the South border line of said Southeast quarter of said Section 13; thence Southerly 150 feet at a right angle; thence easterly 150 feet and parallel with the South border line of said Southeast quarter of said Section 13; thence Southerly 100 feet to the point of beginning.

PARCEL 2: COMMENCING at the Southwest corner of Section 17, Township 46 North, Range 1 West, M.D.M.; thence Easterly along the South border line of said Section 17 to the West border line of the right of way of U.S. Highway No. 97; thence Northeasterly along the said West border line of said right of way of U.S. Highway No. 97 to its intersection with the West border line of Mt. Tacoma Street in the Townsite of Macdoel according to the official plat thereof recorded in the records of Siskiyou County, State of California, thence Northerly along the said West border line of said Mt. Tacoma Street in said Townsite of Macdoel to its intersection with the North border line of San Blas Street in said Townsite of Macdoel, thence Easterly along the said North border line of said San Blas Street to its intersection with the said West border line of said right of way of U.S. Highway No. 97; thence Northerly along the said West border line of said right of way of U.S. Highway No. 97 to its intersection with the South border line of Section 8; Township 46 North, Range 1 West, M.D.M.; thence Westerly along the said South border line of said Section 8 to the Southeast corner of West half of Southwest quarter of Southeast quarter of said Section 8; thence Northerly along the East border line of said West half of Southwest quarter of Southeast quarter of said Section 8 to the Northeast corner of said West half of Southwest quarter of Southeast quarter of said Section 8; thence Westerly along the North border line of said West half of Southwest quarter of Southeast quarter and the North border line of South half of Southwest quarter of said Section 8 to the West border line of said Section 8; thence Southerly along the said West border line of said Section 8 and the West border line of said Section 17 to the Southwest corner of said Section 17, the point of beginning, excepting therefrom any reservations, rights of way or easements now of record in the County recorder's office or hereinafter set forth, and excepting therefrom the Grammar School Tract lying between a Westerly extension of Vera Cruz and Cortez Streets of the Townsite of Macdoel and being 140 feet long East and West and 300 feet long North and South.

EXCEPTING THEREFROM a parcel of land situate at the intersection of the Northerly boundary of San Blas Street, Town of Macdoel, California, with the Westerly right of way line of The Dalles California Highway, the point of beginning being described as:

From a stone monument, marking the intersection of Vera Cruz Street and Railroad Avenue West, Town of Macdoel, California, duly recorded subdivision of Siskiyou County, State of California, said monument being further identified as a 24" x 24" x 12" rock.

Attached to a Deed of Trust for \$209,250.00, dated January 8, 1973, and identified therewith by the signatures of the Trustees:

x <u>Oscar Schroeder</u> Oscar Schroeder	x <u>Dora J. Schroeder</u> Dora J. Schroeder
x <u>Daniel Lee Schroeder</u> Daniel Lee Schroeder	x <u>Kenneth Paul Schroeder</u> Kenneth Paul Schroeder

89000876

EXHIBIT "A" - Page 2 of 2 pages

with lead plug, as described in Surveyor's Certificate, dated August 26, 1907 and shown on dedication plot of said Town of Macdoel, North 2°31' West 750.0 feet; thence South 87°29' West 115.3 feet to a point of intersection with the northerly boundary of San Blas Street and the westerly right of way line of The Dalles California Highway, which is the true point of beginning of the lands herein conveyed; thence from point of beginning herein described, South 87°29' West 204.3 feet to a point; thence North 12°13' East 147.67 feet to a point; thence North 67°29' East 212.5 feet to a point; thence South 15°17' West 150.0 feet to a point of beginning; being situate in the Southwest quarter of the Northeast quarter of Section 17, Township 46 North, Range 1 West, M.D.M.

AND FURTHER EXCEPTING THEREFROM that portion conveyed to the State and more particularly described as:

All that portion of Section 17, and the West half of the Southwest quarter of the Southeast quarter of Section 8, all in Township 46 North, Range 1 West, M.D.M., included within the exterior boundaries of a strip of land 190 feet in width, lying 50 feet West and 140 feet easterly of a base line described as follows:

Beginning at a point in the North line of San Blas Street in the Town of Macdoel, at Engineer's Station 4+19.20 of the Department of Public Work's 1951 Survey between Macdoel and Dorris, Road II-Sis-720C, and from which a stone monument marking the intersection of the center line of Vera Cruz Street and Railroad Avenue West, in said Town of Macdoel bears North 87°21' East 161.00 feet; thence South 2°40' East 730 feet; thence, from said point of beginning, North 12°09'19" East, 1340.06 feet; thence, from a tangent which bears North 12°09'19" East, along a curve to the right with a radius of 5919.58 feet; through an angle of 6°10'39", for a distance of 638.24 feet to a point in the North line of said Section 17 at Engineer's Station "C" 23+97.50 P.O.C. of said Survey, and from which the Northeast corner of said Section 17 bears North 69°44'36" East 2063.10 feet; thence, continuing along said curve, through an angle of 6°12'32", for a distance of 848.11 feet.

The West and East lines of said strip of land to be prolonged or shortened so as to begin in said North line of San Blas Street, and end in the East and West lines of said West half of the Southwest quarter of the Southeast quarter of Section 8. The East and West lines of said strip of land to be prolonged or shortened so as to begin in said North line of San Blas Street and end in said North line of Section 17.

Attached to a Deed of Trust for \$209,250.00, dated January 8, 1973, and identified therewith by the signatures of the Trustees:

x Oscar Schroeder
Oscar Schroeder

x Dora J. Schroeder
Dora J. Schroeder

x Daniel Lee Schroeder
Daniel Lee Schroeder

x Kenneth Paul Schroeder
Kenneth Paul Schroeder

89000876

- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
 - d. Accept additional security of any kind.
 - e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.
12. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default or any right or power, whether exercised hereunder or contained herein, or in any such other security.
13. Without the written consent of Beneficiary, no security interest will be created or suffered to be created under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the premises.
14. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.
15. That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above described land is situated.
16. That the trusts herein created are irrevocable.
17. That any stock in a water, irrigation or oil storage company assigned to Beneficiary in connection with this transaction may be registered in the name of Trustee or Beneficiary as Beneficiary, and held by either as Beneficiary may determine. Whether or not said stock be appurtenant to the above described land or any part thereof, and regardless of how said stock is registered or held, Trustor and Beneficiary agree that if default be made in the performance of any obligation secured hereby, Trustee may sell said stock or any part thereof and any other shares of stock subject to this Deed of Trust, together with and at the time of any Trustee's sale of the above described land or any part thereof. With respect to such sale of said stock Trustor hereby waives compliance with any and all statutory requirements concerning the sale of pledged property, and agrees that the provisions of law and of this Deed of Trust governing the manner, notice and conditions of a Trustee's sale of said land shall apply to such sale of said stock by Trustor.
18. That Trustor hereby assigns and transfers as additional security to Beneficiary all damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right in the oil, gas or mineral rights and reservations of the premises above described, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required to do so.
19. That upon the request of Trustor or his successors in ownership of the land, Beneficiary may hereafter, at its option, at any time before the payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership, and the same, with interest and late charges, shall be secured by this Deed of Trust, provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, at all not at the time of and including any such advances exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before the maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.
20. That default in the terms of any other instrument securing the debt secured hereby shall constitute a default in this Deed of Trust.
21. That the pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.
22. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid covenant, phrase, clause, sentence or paragraph, if any, had not been inserted herein.
23. Trustor agrees to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or his estate.
- Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment by Trustor of his fees, Trustee shall reconvey, without warranty, the estate in the premises then held by Trustor. The Grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto", or by other appropriate terms.
- This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the note secured hereby, whether or not named as Beneficiary herein.
- Trustor hereby requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

Daniel Lee Schroeder
 Daniel Lee Schroeder

Kenneth Paul Schroeder
 Kenneth Paul Schroeder

Vol 081 pgs 177

89000876

OREGON
STATE OF OREGON
COUNTY OF CLATSOP

(Individual Acknowledgment)

On this 14th day of January 1973 before me, the undersigned a Notary Public in and for said County, personally appeared Cesar Schroeder, Rosa A. Schroeder, Daniel Lee Schroeder and Kenneth Paul Schroeder

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same. Witness my hand and official seal.



William J. Nichols

Notary Public in and for said County and State.
My Commission expires 2-17-73

DO NOT RECORD. To be used when note has been paid.
To: Trustee.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.



Date:

By:

(COPYIST WILL COPY) Indexed as Deed of Trust and Assignment of Rents.

Loan No.	CALIFORNIA	Trustee,
	DEED OF TRUST	
	(With Assignment of Rents)	
	Between	
	and	
	and	
	THE PRUDENTIAL INSURANCE	
	COMPANY OF AMERICA	
	Dated	19

vol 681 page 178

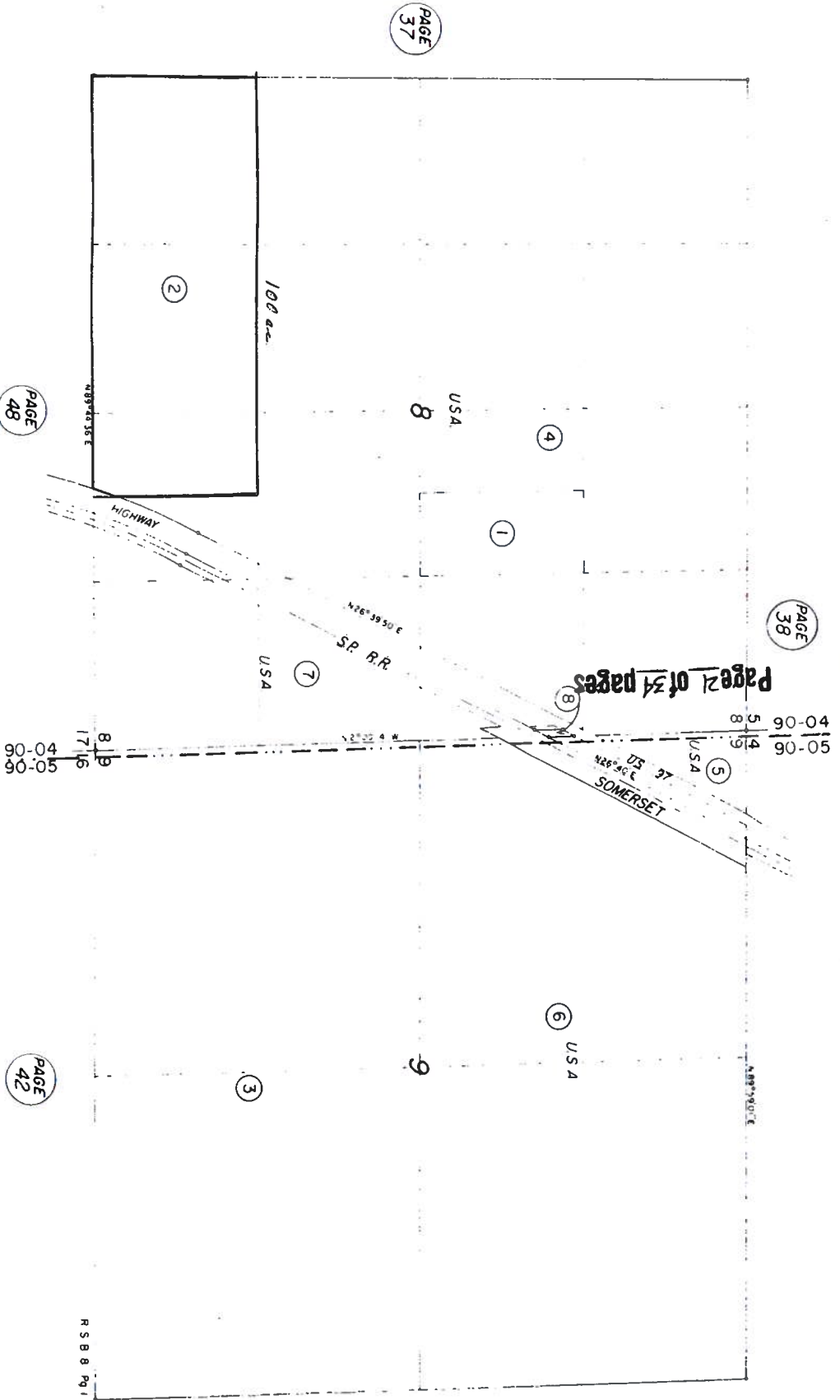
The Assessor of Stuyvesant County, the page number, or parcel number or estate number may not be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Stuyvesant County Assessor's Office
November 1982 Traced

69000876 Secs 8 & 9 T46N R1W 69000876

Tax Area Code
90-04
90-05

3-39



PAGE 37

PAGE 38

PAGE 48

PAGE 42

PAGE 40

Page 22 of 34 pages



Page 4

Exhibit B-4 - AGN-22-07

Exhibit A - 89002

1/2 of Sec. 17 T46N R1W

89000876

PAGE 39

89000876

Tax Area Code 90-05

3-48

STATE IN NORTH
OF HIGHWAY



Page 24 of 34 pages

Exhibit A - 89002

Exhibit B-4 - AGN-22-07

PAGE 42

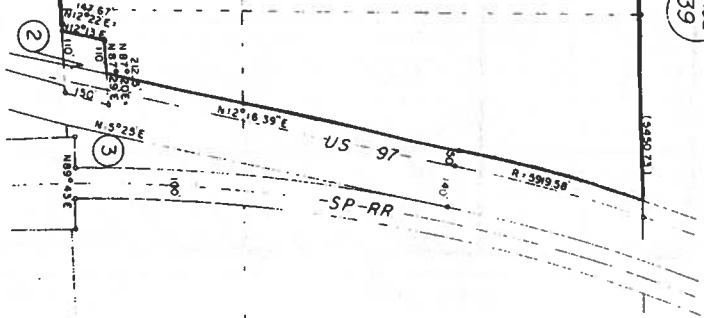
PAGE 42

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Page 23 of 34 pages

PAGE 49

TOWN OF MACDOEL



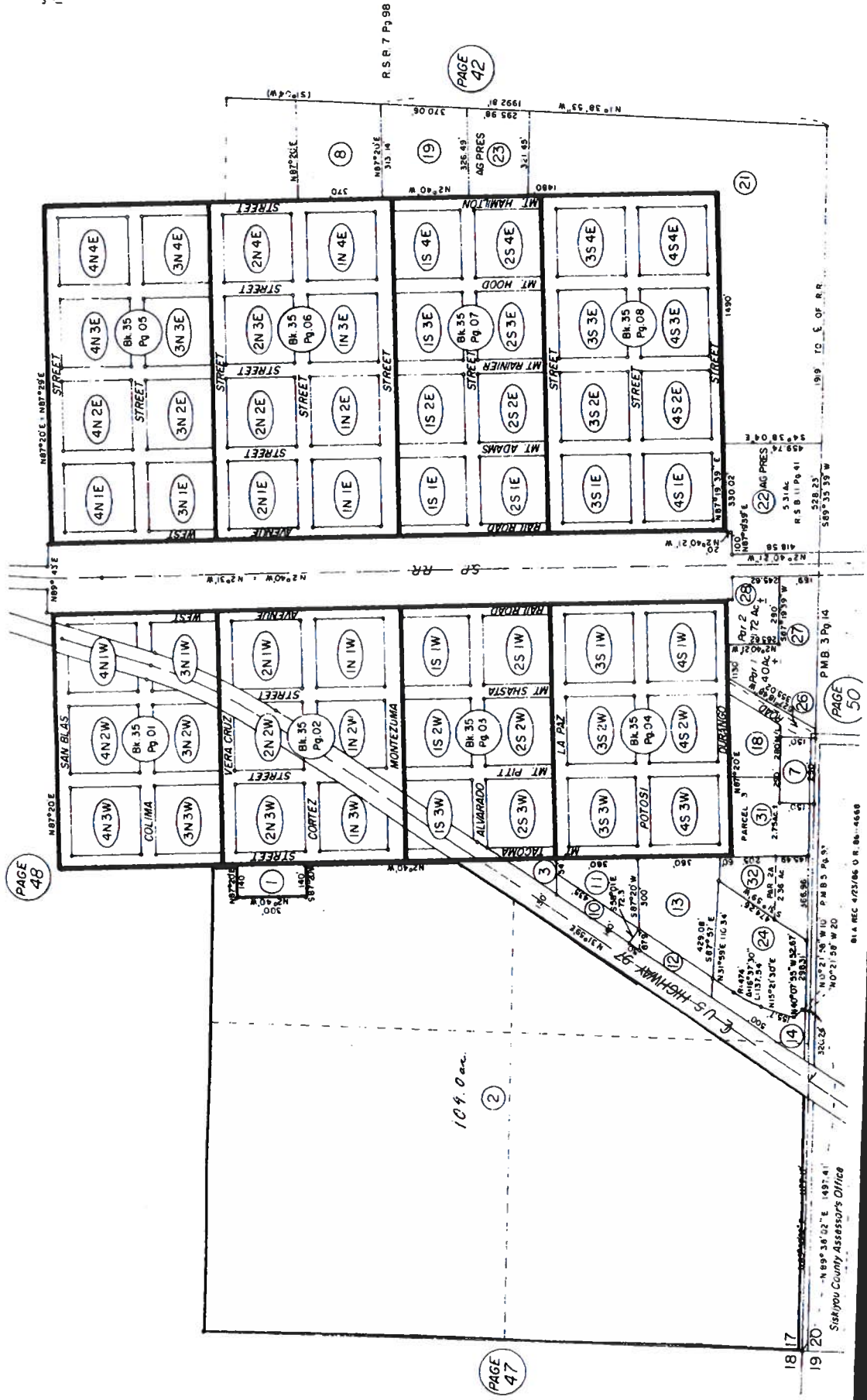
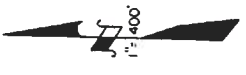
Siskiyou County Assessor's Office
December 1982 Traced

S 1/2 of Sec. 17 T46N R1W
Maccaebel Township

Tax Area Code
90-05

89000876

89000876



PAGE 48

PAGE 47

PAGE 42

PAGE 50

18 17

19 20

Siskiyou County Assessors Office

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

22nd day November 1988

PRESENT: Supervisors Patti Jackson, Philip Mattos, George Thackeray
 Roger Zwanziger and Norma Frey.

ABSENT: None

COUNTY ADMINISTRATOR: Michael Hanford

COUNTY COUNSEL: Frank DeMarco

Deputy

COUNTY CLERK: Lisa Chandler and
 Sherrie Bennett

PURPOSE OF MEETING:
 Regular

PUBLIC HEARING - AGRICULTURAL PRESERVE CONTRACTS APPROVED -
 RESOLUTION ADOPTED.

The duly noticed applications for Agricultural Preserve Contracts came on for public hearing.

Planning Director Robert Sellman advised that the applications were reviewed by the Agricultural Preserve Advisory Committee and at a public hearing before the Siskiyou County Planning Commission and the Agricultural Preserve Contracts were recommended for approval.

There being no public input, the public hearing was declared closed.

It was moved by Supervisor Zwanziger, seconded by Supervisor Frey and unanimously carried, that the following Agricultural Preserve Contracts are approved with amendments to Contract Nos. 3 and 10 as noted:

1. Marion Family Trust, P. O. Box 370, Grenada, CA 96038.
2. Richard and Vicky Bond, P. O. Box 654, Dorris, CA 96023.
3. Jon B. Erickson, 8008 Island Road, Etna, CA 96027, with the requirement that the non-conforming parcels be contractually merged with an otherwise conforming parcel for the balance of the contract life.
4. Gary E. and Joyce Whitehouse, Sr., P. O. Box 612, Fort Jones, CA 96032.
5. Robert M. and Alice J. Laird, 132 Belhaven Drive, Los Gatos, CA 95032.
6. Fred Burton, et al., P. O. Box 186, Yreka, CA 96097.
7. Patricia Davidson, 3539 West Highway 3, Yreka, CA 96097.

Page 29 of 34 pages

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

89000876

22nd day November 1988

PRESENT: Supervisors Patti Jackson, Philip Mattos, George Thackeray
Roger Zwanziger and Norma Frey.

ABSENT: None

COUNTY ADMINISTRATOR: Michael Hanford

Deputy
COUNTY CLERK: Lisa Chandler and
Sherrrie Bennett

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING:
Regular

Page 30 of 34 pages

PUBLIC HEARING - AGRICULTURAL PRESERVE CONTRACTS APPROVED -
RESOLUTION ADOPTED. (Continued)

- 8. Daniel and Donna Schroeder, Box 186 Macdoel, CA 96058.
- 9. Hughes/Rabbett/Adams/McClanahan/Adams, 165 West Cleveland Street, Stockton, CA 95204.
- 10. Edward and Anita Merlo, 165 West Cleveland, Stockton, CA 95204, with the requirement that the non-conforming parcels be contractually merged with otherwise conforming parcels for the balance of the contract life.

Further, the Clerk is authorized to amend the contracts with notations.

RESOLUTION ADOPTED - ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES INCLUDING COMPATIBLE USES.

It was moved by Supervisor Zwanziger, seconded by Supervisor Frey and unanimously carried, that Resolution No. 88-314, being a resolution approving new agricultural preserve with uniform rules including compatible uses, is adopted and the Chairman authorized to sign.

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 38-314 ADOPTED ON NOVEMBER 22, 1988.

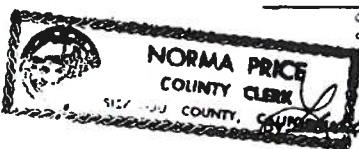
It was moved by Supervisor Zwanziger, seconded by Supervisor Frey and unanimously carried, that Resolution No. 88-315, being a resolution approving new agricultural preserve contracts in agricultural preserve established by Resolution No. 38-314 adopted on November 22, 1988, is adopted and the Chairman authorized to sign.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 11-22-88

Witness my hand and the seal of said Board of Supervisors, this 22nd day of January, 1989

- cc: File
- Planning
- Assessor
- Tax Collector
- Auditor
- Recorder (10)
- Applicants (10)



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

Lisa Chandler
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE BOARD OF SUPERVISORS

RESOLUTION ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES, INCLUDING COMPATIBLE USES

WHEREAS, the County of Siskiyou has been requested to establish the herein Agricultural Preserve; and

WHEREAS, the County of Siskiyou is authorized to establish Agricultural Preserves pursuant to the California Land Conservation Act of 1965 as amended; and

WHEREAS, the procedural requirements to establish an Agricultural Preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the Agricultural Preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, uniform rules shall apply to this Preserve as specified in Resolution 275, Book 11, of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that all that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as if fully set forth, which description and reference is to the present Assessor's parcel number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve within the meaning and pursuant to the Land Conservation Act of 1965, as amended. Such Preserve may be increased or decreased in accordance with the law.

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of supervisors of the County of Siskiyou, State of California, held on the 22nd day of November 1988, by the following vote:

AYES: Supervisors Frey, Jackson, Thackeray and Zwanziger

NOES: None

ABSENT: None

[Signature]
Chairman
Siskiyou County Board of Supervisors

ATTEST:
Norma Price
County Clerk

By *[Signature]*
Deputy

SISKIYOU COUNTY
RESOLUTION
No. 88-314

EXHIBIT "A"

MARION FAMILY TRUST P.O. Box 270 Grenada, California 96034	38-160-170 38-170-160
BOND, RICHARD L. AND VICKY S. P.O. Box 154 Dorris, California 96023	02-280-170 02-280-180
ERICKSON, JON BRADLEY 8008 Island Road Etna, California 96027	24-190-170 24-190-180 24-260-010
WHITEHOUSE, GARY E. SR., AND JOYCE P.O. Box 612 Fort Jones, California 96032	21-18-19
LAIRD, ROBERT M. AND ALICE J. 132 Belhaven Drive Los Gatos, California 95032	2-270-030 2-270-050 2-290-040 2-330-080 2-400-010
BURTON, FRED, ET AL P.O. Box 186 Yreka, California 96097	38-070-010 38-070-160 38-070-190 38-080-030 38-080-040
DAVIDSON, PATRICIA G. 3539 West Highway 3 Yreka, California 96097	38-070-110 38-070-120 38-090-010 38-090-020 38-090-030
SCHROEDER, DANIEL AND DONNA Box 186 Dorris, California 96023	3-390-020 3-480-010 3-470-050 3-490-020
HUGHES/RABBETT/ADAMS/MC CLANAHAN/ADAMS 165 W. Cleveland Street Stockton, California 95204	23-360-310 23-360-320 23-360-400 23-350-150 23-350-160 23-360-390
MERLO, EDWARD AND ANITA 165 W. Cleveland Street Stockton, California 95204	23-321-010 23-321-020 23-321-070 23-321-080 23-390-150

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY
RESOLUTION NO. 88-314 ADOPTED ON NOVEMBER 22, 1988

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; and

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 Agri-
cultural Preserves, said Agricultural Preserves having been es-
tablished by Resolution, adopted on November 22, 1988, 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, 1989.

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 22nd day of November 1988, by the
following vote:

- AYES: Supervisors Frey, Jackson, Thackeray and Zwanziger
- NOES: None
- ABSENT: None

Chairman
Board of Supervisors

ATTEST:
NORMA PRICE, County Clerk

By Deputy

SISKIYOU COUNTY
RESOLUTION
No. 88-315

EXHIBIT "A"

MARION FAMILY TRUST P.O. Box 270 Grenada, California 96034	38-160-170 38-170-160
BOND, RICHARD L. AND VICKY S. P.O. Box 154 Dorris, California 96023	02-280-170 02-280-180
ERICKSON, JON BRADLEY 8008 Island Road Etna, California 96027	24-190-170 24-190-180 24-260-010
WHITEHOUSE, GARY E. SR., AND JOYCE P.O. Box 612 Fort Jones, California 96032	21-18-19
LAIRD, ROBERT M. AND ALICE J. 132 Belhaven Drive Los Gatos, California 95032	2-270-030 2-270-050 2-290-040 2-330-080 2-400-010
BURTON, FRED, ET AL P.O. Box 186 Yreka, California 96097	38-070-010 38-070-160 38-070-190 38-080-030 38-080-040
DAVIDSON, PATRICIA G. 3539 West Highway 3 Yreka, California 96097	38-070-110 38-070-120 38-090-010 38-090-020 38-090-030
SCHROEDER, DANIEL AND DONNA Box 186 Dorris, California 96023	3-390-020 3-480-010 3-470-050 3-490-020
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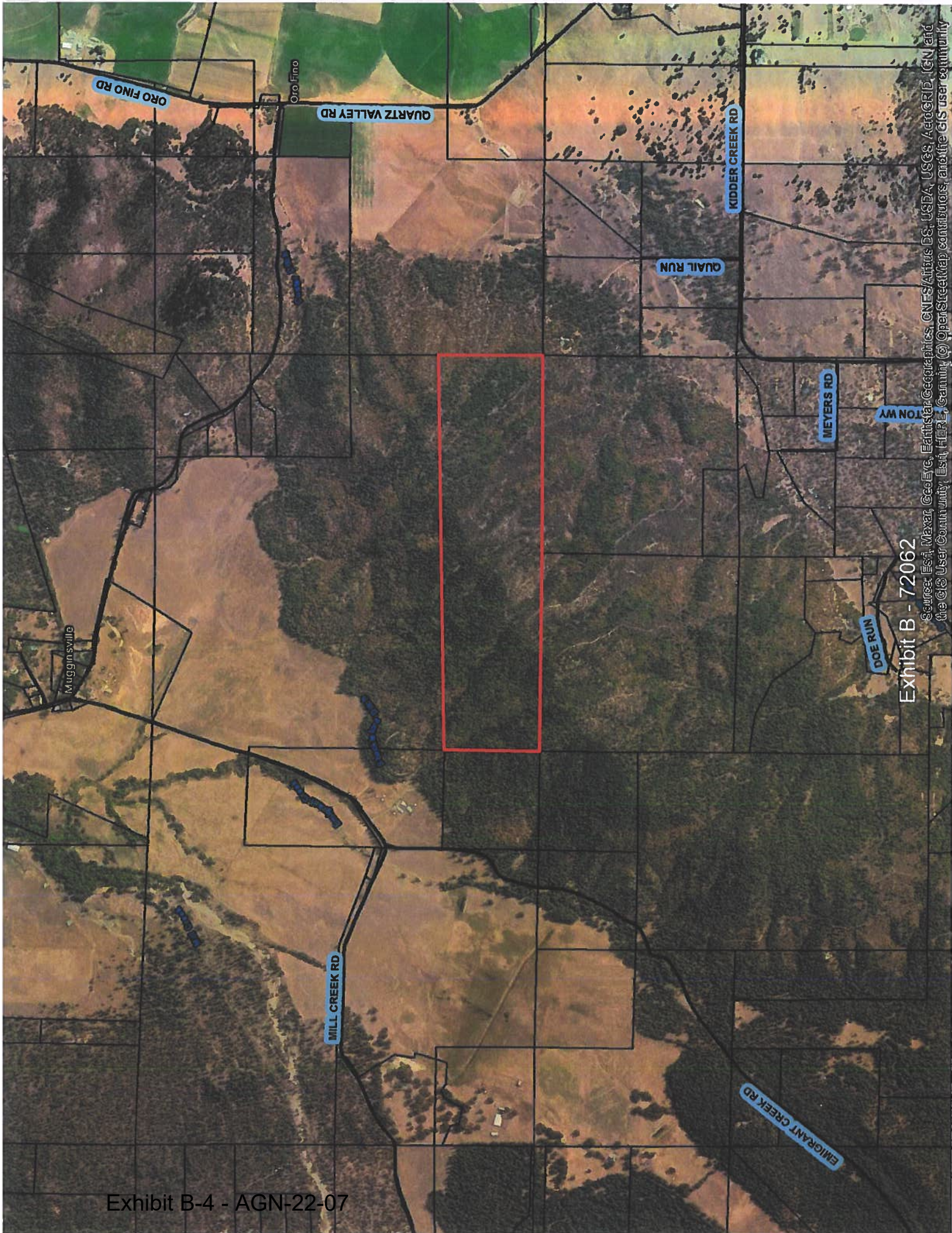
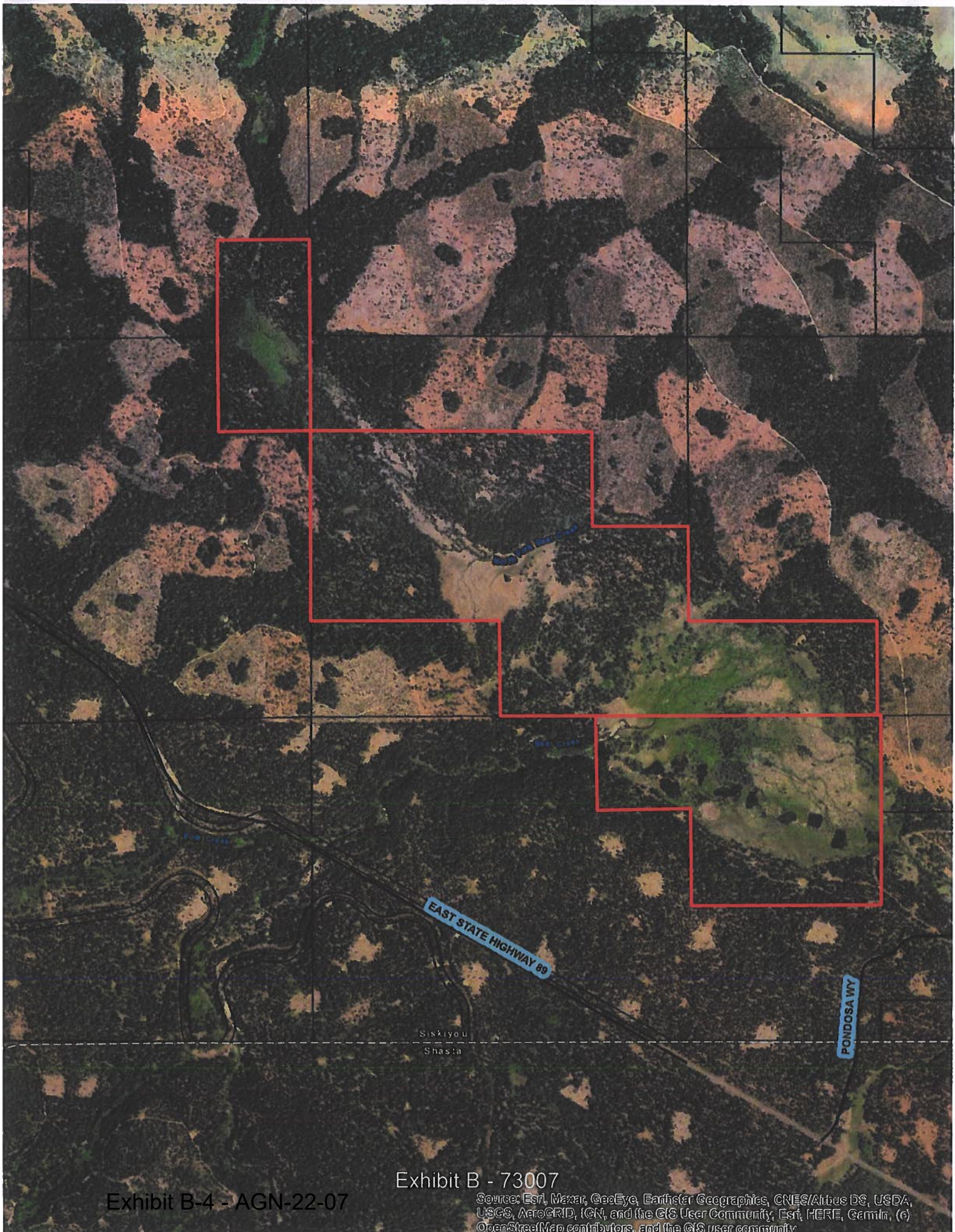
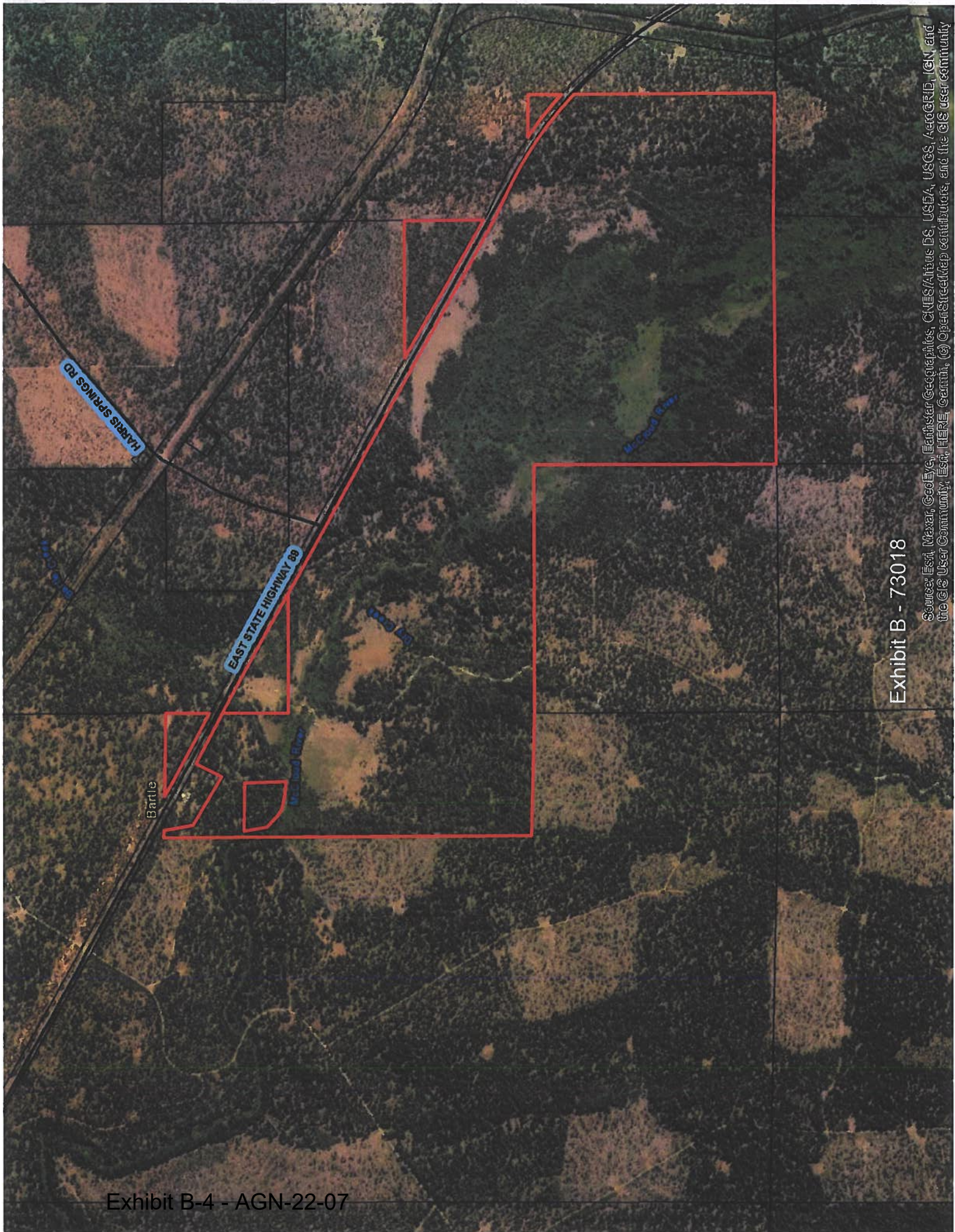


Exhibit B - 72062

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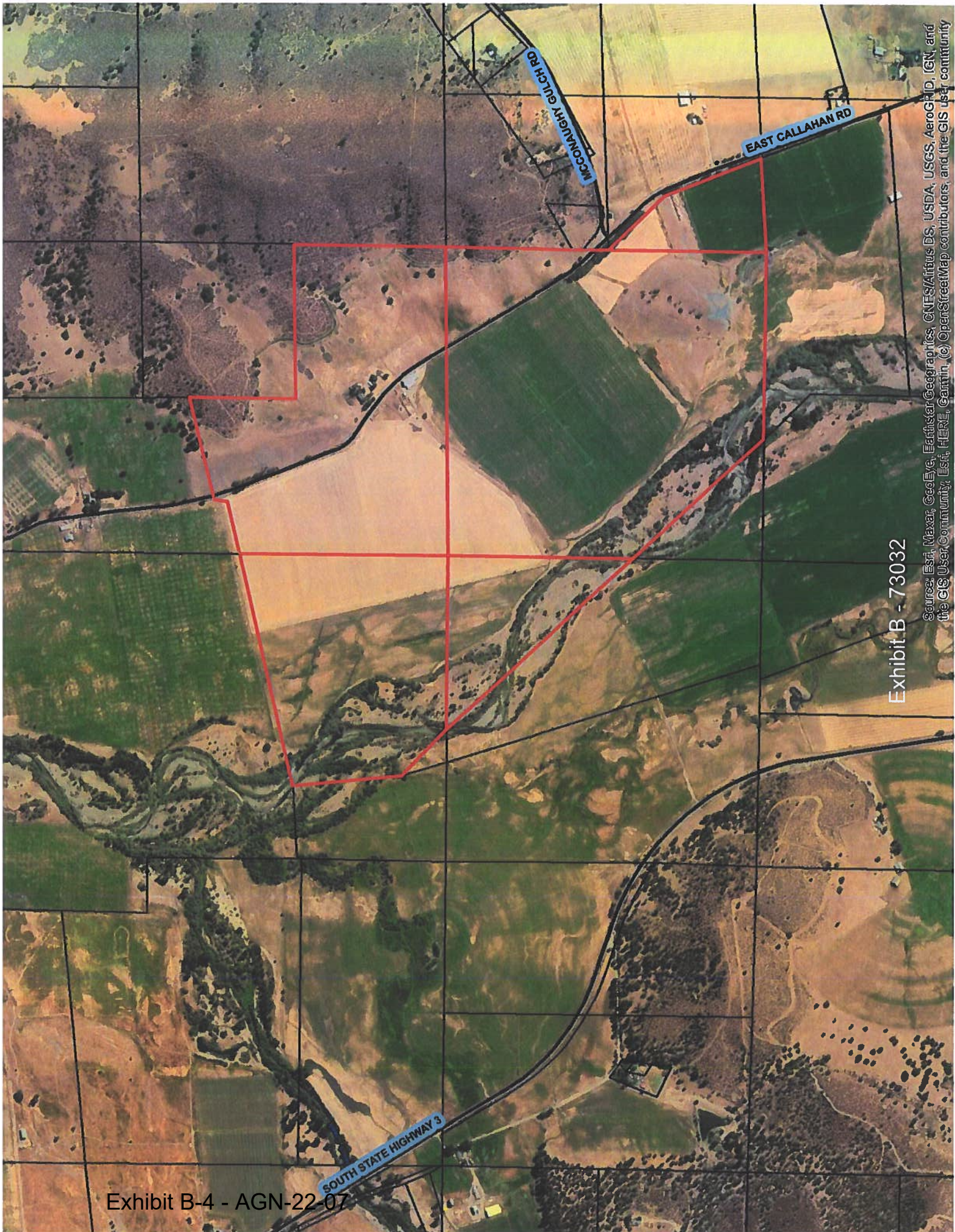
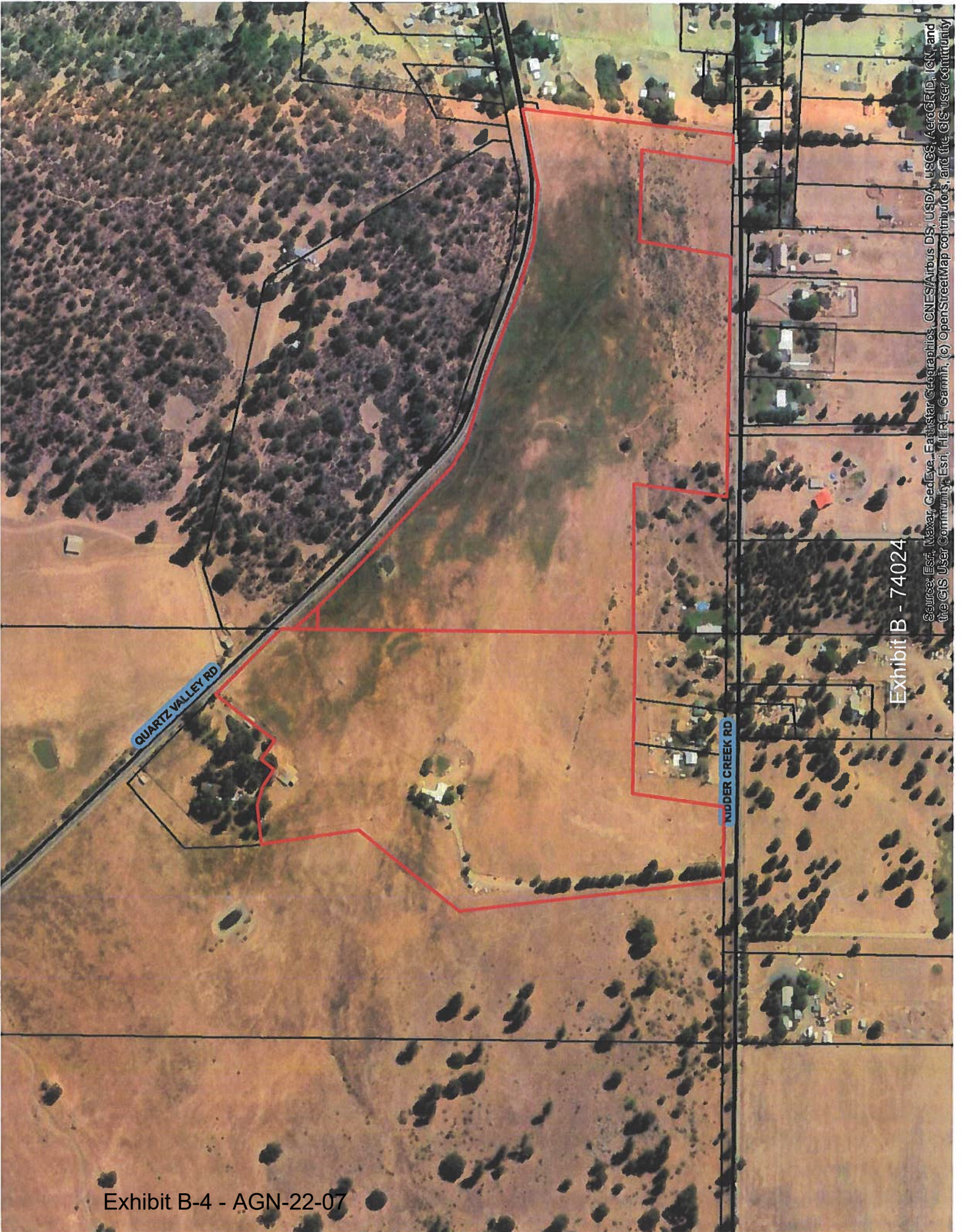


Exhibit B-4 - AGN-22-07

Exhibit B - 73032

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QUARTZ VALLEY RD

NADDER CREEK RD

Exhibit B - 74024

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Exhibit B-4 - AGN-22-07

Exhibit B - 76019

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OLD HIGHWAY 99

SISKIYOU BL

TRUTTMAN LN

Exhibit B - 78034

Exhibit B-4 - AGN-22-07

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Exhibit B - 83013

Exhibit B-4 - AGN-22-07

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