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 Lakev

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.

Agricultural Preserve Administrator Staff Report August 23, 2022

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

o 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

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.

_^	FORM APPROVED # 147
	This 16 day of 74 1972
.5	MICHAEL CONNESSY 10241 FILED
•	Track Nodes
	DEPUTY COUNTY CO
	SISKIYOU CORRELICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFFORNIACE.CLERK
	BY Junn tandrick
	DEPUTY
	OF NER/OWNERS NAME AS RECORDED: SELING CONE 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 JENES COLIF 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:
	We give the second of the seco
	DESCRIPTION OF PROPERTY
	(Use separate sheet if
	necessary)
	Present Agricultural Use Assessor's Parcel No Acreage
keC0i	DED AT REQUEST, 672 you County Clerk
3-2015	MIN AGT B A THE STATE OF THE ST
WPTMH	FEB 2 5 1972
al	2 K Slen
701 65	Pg. 210 Total acreage /60
***************************************	Chg.
	Attached hereto and made a part hereof as if fully set forth
	is a list and copies of pertinent code sections relating to California Land Conservation Contracts.
	I declare under penalty of perjury that the information contained in the application is true and correct. If any
	information is not true and correct. I agree to pay to the
	County of Siskiyou all the cost incurred to correct the records concerning the land conservation contract and any
	and all cost of collecting or correcting taxes, along with
	a reasonable attorneys fee which may be incurred in this matter.
	OWNER/OWNERS SIGNATURE: Men Selly
	alma & Selly
	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:
	The second secon
	VOL 653 PAGE 210

PREAMBLE TO LAND CONSERVATION CONTRACT

WHERAS, 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 agricultrual 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 Callfornia.

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.

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 5. 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 (i) 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 accuired 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.

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:

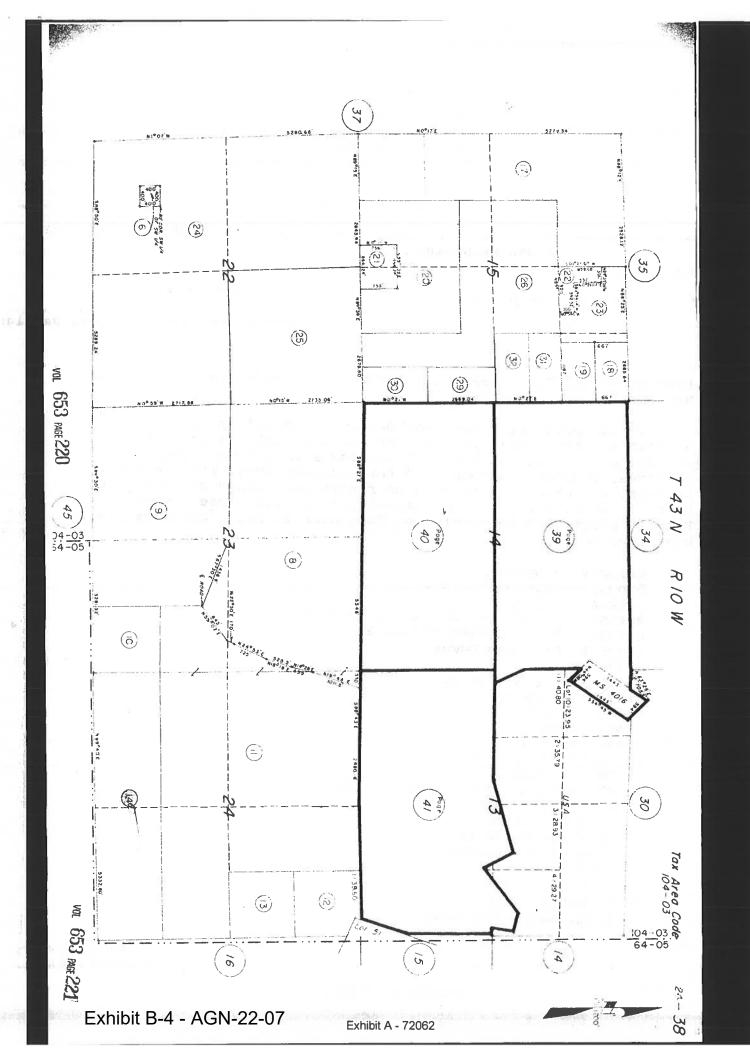
Clerk of the Board of Supervisors County of Siskiyou Courthouse Yreka, California 96097

Notice to t	he Owner shall be addressed as follows:
<u> </u>	39 GENE W SALMA J.
FORT	Janes
CALIO	lian is
_	WHEREOF the Owner and the County
have executed this	Contract on the day first above written.
	Hene Selly
	alinu & Stelly
	1 1
	OWNER
ATTEST:	COUNTY OF SISKIYOU, Board of Supervisors
Down Price	_ Surent a. Harden
Clerk	NORMA PRICE
STATE OF CALIFORNIA	SS. COUNTY CLERK SISKIYOU COUNTY, CALIFORNIAN
COUNTY OF SISKIYOU	CONTROL CONTRO
me, Robin Wa	Adday of february, 1972, before a Notary Public, in and
for said Sinki	a Notary Public, in and County, personally appeared known to me to be the ard of Supervisors of Siskiyou County
whose name is subs	cribed to the within instrument, and that he executed the same.
	Quantity of
	Notary Public
My Commission Expi	res: TOIN WATSON
	00000 NOTARY PUBLIC CALIFORNIA
STAT 2 OF CALIFORNI	A) My Commission Expires April 1, 1975
COUNTY OF Leskeyes) ss.
COUNTY OF Leskinger	day of flowersher, 197/,
On this /	day of free ,19 //, a Notary
On this /s before me, Yell Public, in and for appeared Yell	day of Microsia, 197/, a Notary said Sale County, personally
On this /s before me, Yell Public, in and for appeared Yell	day of Microsia, 197/, a Notary said Sale County, personally
On this /s before me, Yell Public, in and for appeared Yell	day of sheet 197/, a Notary county, personally known to me to be the person whose acribed to the within instrument, and a that the executed the same.
On this /s before me, Yell Public, in and for appeared Yell	day of Microsia, 197/, a Notary said Sale County, personally
On this for before me, Fublic, in and for appeared substacknowledged to me	day of sheet 197/, a Notary county, personally known to me to be the person whose acribed to the within instrument, and a that the executed the same.



EXHIBIT "A"

	30 140	,
	0 10	24-
*		
		
		····



BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regula:

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

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

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

VOL 653 PAGE 222

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	ABSENT:	
	COUNTY ADMINISTRATOR:	COUNTY CLERK:
	8	PURPOSE OF MEETING:
i i	COUNTY COUNSEL:	OVING AGRICULTURAL PRESERVE CONTRACTS IN NEW
	AGRICULTURAL PRESERVE. (COM	NT'D)
	Hoellwarth, Orlyn and	d/or Joyce
	Julien, Edward Hale a	aka Richard Edward Hale Julien
	Kuck, D. J.	•
	Kuck, Etta O. Lewis, Robert O. and	Schaan, Phoebe A.
	Lutz, Ralph	# 81 8 ·
	Machado, Anthony C.	
	Machado Ranch Estate	
	Adelaide Machado 1	Lemos
	Mary Louise DeAvi	lla
	Anthony C. Machado	0
	Frank H. Machado	
	Martin, Brice Cooper	and Brice P.
	Makel, Harry and Made	eleine
	McKay, Addie	-1.44
1	Nilsson, Claes & Gera	aldine
	Peters, William & Eve	eral margina M
	Peters, William C. a	Olarance P
	Rainey, Fred A. and Ralphs, Walter W., J.	w and Jone W.
	Raiphs, Walter W., O.	Lynda See and Timothy Burton
	Date and Commoli	
	Rogers . W. W. (decea	sed) and Lewis D. Maplesden as Life Tenant
	Sargent, Ethel R.	The state of the s
	Selby, Gene & Alma	2 (8) 7
M)	Smith, Richard M.	
	smith-Sawyer, Inc.,	by Blair Smith
	Stumbaugh, Ronald an	d Lila
	Thompson, Denzle L.	and Alma L.
	Tobias, Quentin J.	
	Walters, Larty	
	York, Dorman R. and	Marita E.
Sec.	York, Dorman R. and	Marita E.
4.	Young, Leland H.	(1883 amp a a b
	Young, Leland H. and	•
		lattos, Belcastro and Hayden.
	NOES: None. ABSENT: Supervisors A	ger and Wacker.
	STATE OF CALIFORNIA)	
1.	COUNTY OF SISKIYOU) ss	
.		The Court Class Class Care Record of Supervisors do bereby cert
1	NORMA PRICE , Co	ounty Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby cert of the minute order of said Board of Supervisors passed on 2-9-72
		and a Colombia and a
	Witness my hand and the seal of said I	Board of Supervisors, this 22nd day of February
		NORMA PRICE & STORMA PRICE
	cc: File Recorder	County Clerk and ex-Officia Clerk of the Board of Supervisors of Statiyou County, California
	· · · · · · · · · · · · · · · · ·	N
No.		By Manne Fendrick
		OFO COO
	±	WOL DOS PAGE 223 THESE MINUTES AND CUI
	3-4 ² - AGN-22-07 Ex	CHANGE WITH

Poutd of Supervisors

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

EARL F. AGER . . DIST. 1 PHIL MATTOS . . DIST. 2

MIKE BELCASTRO - DIST. 3

GEORGE WACKER . DIST. 4

ERNEST A. HAYDEN - DIST. 5

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 Sendrick

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

Enclosure

VORSEA MIS			, ,			
day of Jul	7, 197.3. ARCO		#	/70		
County Souns	総 等	: « 11	1709	FI		
ISSE TO SELECTION	PELICATION :	FOR AN AGE	RICULTURAL	1 6	S-144 (40.4)	2
OU COUNTY, CA	LIFURNIA			- NORMA F	LICE, CLERI	\
WNER/OWNE	RS NAME AS rust deed o	RECORDED:	James	R. Dirnic K	Mori	NE L. DIM
separate s	heet if nec	essary)				
APPLICANT	S NAME (If	other than	n above):	L. Dimick - RI	1 Bex 137,	Meu47 Shaste, (
	s ADDRESS:_					
person to	NOTICE: The receive any ring the lift any change	and all	notices as contract	nd communic . I will n	ations in	e County in
	Lanum. T	י א	· <i>L</i>	MAILING ADDRESS:	P+ / R	/3.5
	AGENT: Jac		nc./)		<u> </u>	(X_ / J/
MOUNT !	Shasta, C					
		(Use se	TION OF P parate sh ecessary)	ROPERTY eet 1f		
		_				Acreage
Present A	gricultural	Use A	ssessor's	Parcel No.		
	Grand	4 /				80.0
Cattle	Grazeing	4 /	27-2	30-110		
Cottle	GRAZEING	4 /	<u>27-2</u> 27-2	30-110 50-030		80.0 20.0
Cattle	XEX	4 /	<u>27-2</u> 27-2	30-110		
Cottle	GRAZEING	4 /	27-2 27-2 27-2	30-110 50-030 40-030		80.0 200.0 440.0
Cottle	GRAZEING	4 /	27-2 27-2 27-2	30-110 50-030		80.0 200.0 440.0
Cattle " Attached and copie	GRAZEING	made a parent code s	27-2 27-2 27-2 Tota	30-//0 50-030 70-030 11 acreage) z	80.0 200.0 440.0 O. Ci
Attached and copie Conservat I declare the appliand correincurred	Grazeing " " hereto and s	made a parent code sts. Ity of perrue and control pay to the record	27-2 27-2 Total right thereof sections in the Court of collection of collections in the court of collections in the collectio	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of the latter of the control of the latter of the lat	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appliand correincurred	hereto and a sof pertinion Contrac under pena cation is tet, I agree to correct	made a parent code sts. Ity of perrue and conto pay to the record all cost torneys for the state of the stat	27-2 27-2 Total right thereof sections in the Court of collection of collections in the court of collections in the collectio	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of Siskaning the lacting or compay be incur	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appliand correincurred	hereto and a sof pertinion Contrac under pena cation is tet, I agree to correct	made a parent code sts. Ity of perrue and conto pay to the record all cost torneys for the state of the stat	27-2 27-2 Total right hereof sections in the Course of collection of collections in the contract.	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of Siskaning the lacting or compay be incur	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appliand correincurred	hereto and a sof pertinion Contrac under pena cation is tet, I agree to correct	made a parent code sts. Ity of perrue and conto pay to the record all cost torneys for the state of the stat	27-2 27-2 Total right hereof sections in the Course of collection of collections in the contract.	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of Siskaning the lacting or compay be incur	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appli and correincurred contract with a re	hereto and is of perting ion Contract under penal cation is tot, I agree to correct and any and easonable at	made a parent code sts. lty of per rue and co to pay to the record all cost torneys for OWNER/OWN	27-2 27-2 Tota rt hereof sections n rjury that orrect. So the Coun ds concern of collect ee which n	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of Siskaning the lacting or compay be incur	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appliand corred contract with a re	hereto and as of pertinion Contractunder penal cation is tot, I agree to correct and any and assonable at	made a parent code sts. Ity of perrue and control to pay to the record all cost torneys for OWNER/OWN	Total To	30-1/0 50-030 40-030 11 acreage as if fully relating to the information of Sisking the lacting or compay be incured.	y set for Californ mation commation inducate conservation in conservation conservat	200.0 200.0 440.0 This a limina Land Ontained in its not true the cost reation taxes, alo
Attached and copie Conservat I declare the appli and correincurred contract with a reference to the	hereto and is of pertinion Contrac under pena cation is tot, I agree to correct and any and easonable at	made a parent code sts. Ity of per rue and control to pay to the record all cost torneys for OWNER/OW	Total To	30-1/0 50-030 40-030 40-030 al acreage as if fully relating to the information of Sisking the lating or company be incurative. ATURE:	set for Californation commation in the conservation in the conserv	20.0 20.0 440.0 Contained in its not true the cost revation taxes, alothis matter in its matter i
Attached and copie Conservat I declare the appli and correincurred contract with a reference of the ABOVE THE ABOVE	hereto and is of pertinion Contrac under pena cation is tet, I agree to correct and any and asonable at WING DEPARTM PRESERVE:	made a parent code sts. Ity of perrue and control to pay to the record all cost torneys for the control of the control of the cost torneys for the cost tor	Total To	30-1/0 50-030 40-030 40-030 al acreage as if fully relating to the information of Sisk and the lacting or commanded the commande	set for Californ mation commation commation in the conservation of	200.0 200.0 440.0 Chi is a linia Land contained in is not true the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes are the cost revation taxes are the cost revation taxes.
Attached and copie Conservat I declare the appliand corred contract with a reservat TYPE OF ITHE ABOVE PRESENT	hereto and is of pertinion Contrac under pena cation is tot, I agree to correct and any and easonable at	made a parent code sts. Ity of per rue and coto pay to the record all cost torneys for the content of the cont	Total To	30-1/0 50-030 40-030 40-030 al acreage as if fully relating to the information of Sisking the lating or company be incurative. ATURE:	set for Californ mation commation commation in the conservation of	200.0 200.0 440.0 Chi is a linia Land contained in is not true the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes, alo this matter Commission of the cost revation taxes are the cost revation taxes are the cost revation taxes.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS.

The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

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

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

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

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

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

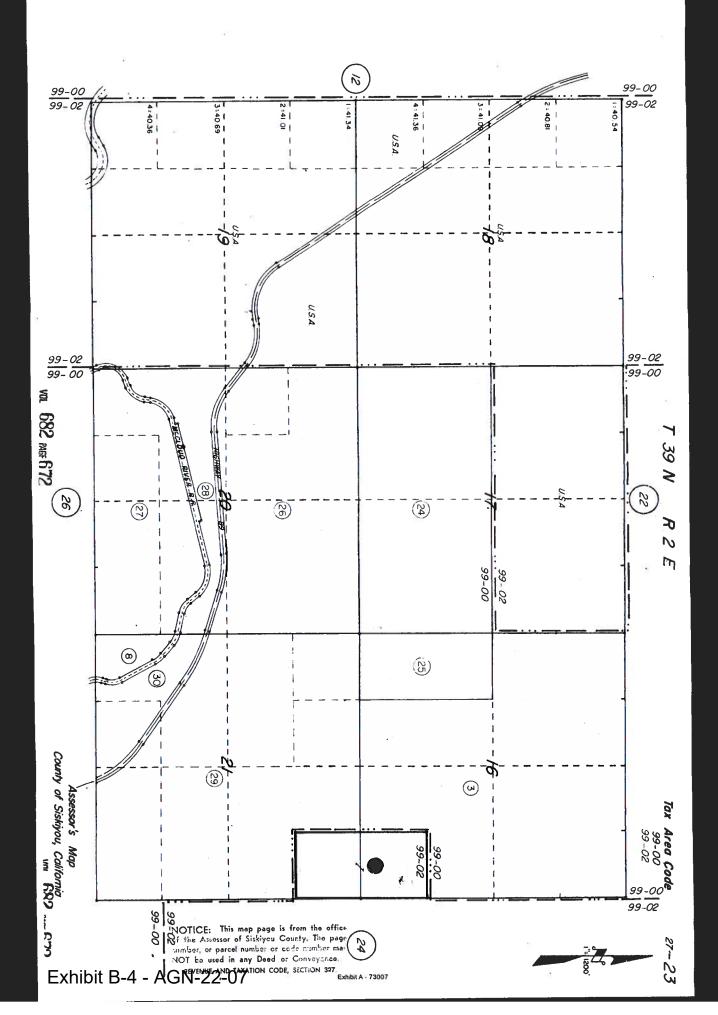
Clerk of the Board of Supervisors County of Siskiyou Courthouse Yreka, California 96097

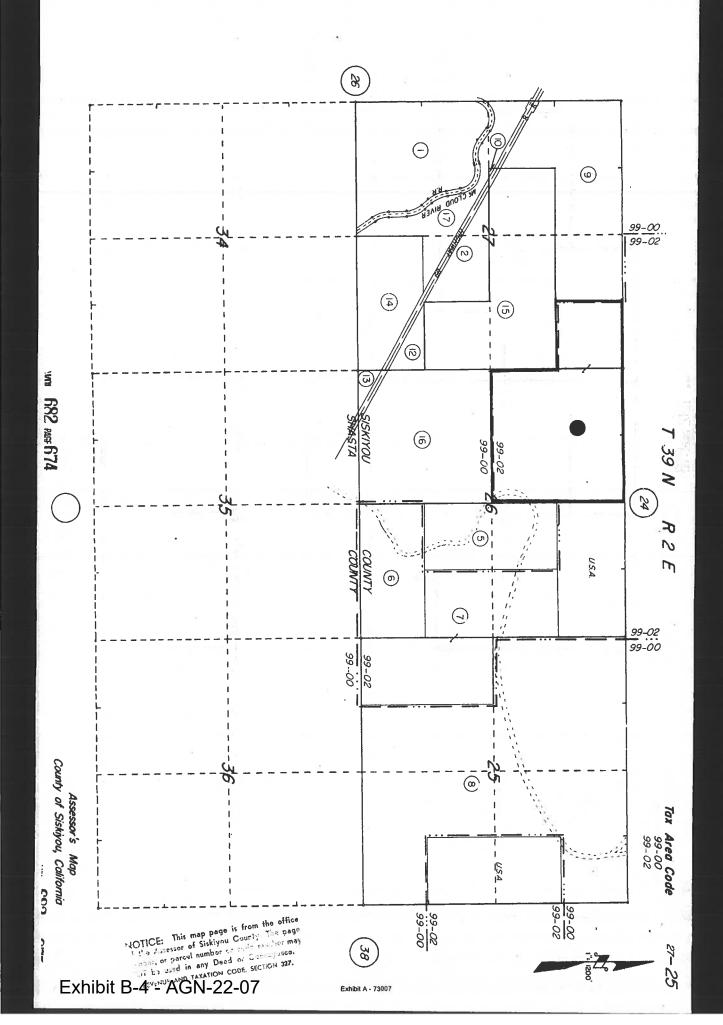
6.

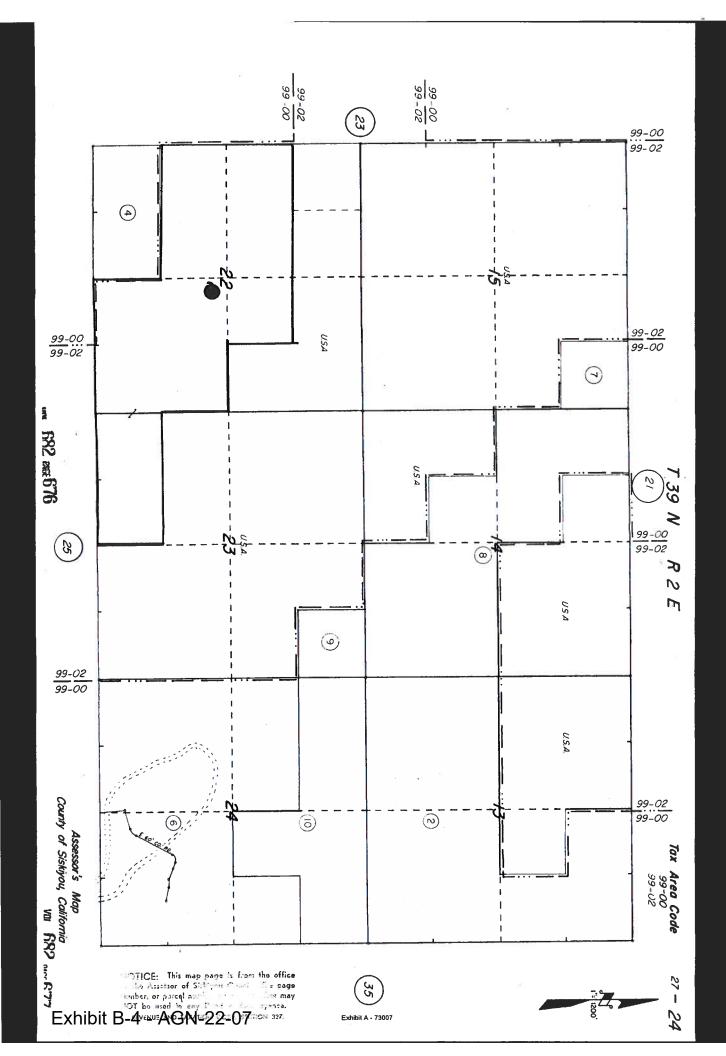
EXHIBIT "A"

st Assessor's Parcel Numbers b	elow:
	7
	101 682 PACE 6"

Notice to the Owner shall be addressed as follows:
James R Dimick
Rt 1 Box 1.37
Mt. Shasta Calif. 96067
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.
John Densin
OWNER
STATE OF CALIFORNIA) ss.
COUNTY OF Shasta
On this 9th day of Jecember , 19 72, before me, D. Almont of John , a Notary Public, in and for said Single County, personally appeared James R. Dimick, Maxine L. Dimick and John Jensen known to me to be the person 5 whose name subscribed to the within instrument, and acknowledged to me that they executed the same.
Notary Public New 24. 1974
My Commission expires: May 24, 1974
ATTEST: COUNTY OF SISKIYOU, Board of Supervisors
Morma Price Grand Chairman Chairman
STATE OF CALIFORNIA)) ss.
COUNTY OF SISKIYOU)
on this 16th day of Fibruary, 1973, before me, 19 10 10 10 10 10 10 10 10 10 10 10 10 10
Rober Watson
M. Commanda April 1, 1971 A
My Commission Expires: 4-1-75







BOARD OF SUPERVISORS

COUNTY OF SISKIYOU Tames R. Dimich, Marine L. Dimick Rt. 1 Box 137 Mount Shasta, Calif. ADDRESS GlENDURN, Calif. OWNER'S NAME JOHN JENSEN PARCEL NUMBERS 27-240-030 27-250-031 27-230-110 HOW LONG HAVE YOU OWNED THIS LAND? 80 41 TYPE OF AGRICULTURAL USE: Dry pasture acreage Med months for a culturing place, Carrying capacity 40 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 _____ Type Production per acre____ Other acreage OTHER INCOME: Hunting rights \$ per year acres Fishing Rights \$ per year Other recreational rights \$ per year type Mineral rights \$ LAND LEASED FROM OTHERS: Name of Owner___ No. of acres Rental fee per acre_____Use of land___ Terms of lease Lease termination date 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_____ List expenses paid by land owner___ REMARKS ON INCOME, ETC.: Six Rigon Properties leaves a water line right of way across the property, for the town of Pondosa at the real of "100 :: / ye The above statements are certified by the undersigned to be true and correct and this land is used for the intensive production of food or fibre, or the land is used to support the agricultural economy and has public value.

Signed OM OMAN - family Date Dec 19-72 Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors. Adopted 11-28-72

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

				8thday	February	1973
		astro and		d Porterfield, Ern Chairman Hayden pr		ke
	COUNTY ADMINISTR	ATOR: Jes	s O'Roke	COUNTY CLERKS	Norma Price	
	COUNTY COUNSEL:	Frank De	Marco	PURPOSE OF M	EETING: Adjourned	Regular
				ING AGRICULTURAL P E ESTABLISHED BY R		
	Belc Agri esta Chai said pers	astro, tha cultural P blished by rman autho contracts ons whose	t Resolution reserve Contr Resolution 1 rized to sign prior to Mar contracts hav	sor Wacker, second 120, Book 5, being acts in New Agricu 19, Book 5, is her and the Clerk dir ch 1, 1973. Furth e been approved ar on and made a part	a Resolution ltural Preserv eby adopted an ected to recor er, the names e listed on Ex	approving e d the d of
	•	AYES: Sup NOES: Non SENT: Non	e.	er, Porterfield, B	elcastro and T	orrey.
	Reso	lution rec	orded: Febr	uary 9 , 1973,	Vol. 681	.,
	Page	891	, official	records, County of	Siskiyou.	
				Siskiyou Count	y_Clerk	
	5 #			0.R.Vol. 682	1.00	
		s.		8	No Charge	
			1			
	STATE OF CALIFORN					
	COUNTY OF SISKIY	OU) 33				
		VA PRICE	, County Clerk of ect copy of the minute	nd Ex-Officio Clerk of the Board order of said Board of Supervi	d of Supervisors, do here sors passed on 2–8	by certify the
			al of said Board of Sup	W	of February	, 18 <u>3</u>
	cc:	File Recorder	Sierro	A FRICE NOF	RMA PRICE ork and ex-Officio Clerk of the Bosors of Siskuyou County, Califor	
ij	Ÿ			By_ Joan	ne Gendrie	k_
				U	VOL 682	PAGE 67 9

Exhibit A - 73007

Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU CHILDREN

FORM AFFROVED
This Zond of all Day 1274

All

13321

MAY 3 8 25 AH '74 Vol. 709 Page 260 Trand De Moro

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

THIS IS AN ADDENDUM to the Land Conservation Contract between Ames of Maxine Louinick; and the County of Siskiyou, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou on the Jet. (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 P. Launch
Mayon & Dinie
* ·
OWNER
COUNTY OF SISKIYOU, BOARD OF SUPERVISORS
Chaiman Handen
ATTEST:
\mathcal{C}
Clerk, Board of Supervisors
STATE OF CALIFORNIA)
County of
On this 9th day of 1. t. 1973
On this 9th day of 6.t. (1973), before me, 1973, a Notary Public, in and for said 114 County, personally appeared
attitude in Almer to - Tr
known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that
the same.
The same to the sa
My Commission Expires: Notary Public
STATE OF CALIFORNIA)
) ss County of Siskiyou)
before me, fabrication, 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.
Lan 401
My Commission Expires: Notary Public
7 / - / 3
COSIN WATSON W
NOTARY PUBLIC-CALIFORNIA
My Commission Expires April 1, 1975
2.

VOL 709 PAGE 261

EXHIBIT "A"

27-230-110		500	77 5 17		i
27-250-030	(I) . II				
27- 240-030					
ACCEPTANCE OF THE PROPERTY OF			200		
					9-10
		-10	4 10 0		
		Rate II I		, U	
	- 6 6		II.	1 (1)	
	TO THE RESERVE TO THE	H-18		1 1 1 1 1	
241				1,457	
30 - 1 U.URS.				an go ite	91 1 1
				at water	
				4 3 -	- 1
		derive in			100
		ECAT DI		15/6	U 12
			14.		
		b = 5		= 3	
				100	110-3
			U 112	rest will all	. 10
			# 61 H	ica - i	
	1	231	10 1 04		
		- 40	= n = 15_	30 40 50	Taul I
1975 I on the state of					
	P 1-1				
					V

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

25th dov. April _1974_ PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding. ABSENT: None. COUNTY CLERK: COUNTY ADMINISTRATOR: Richard E. Sierck Norma Price COUNTY COUNSEL: PURPOSE OF MEETING: Frank DeMarco 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 _, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the NORMA PRICE foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on <u>4-25-74</u> Witness my hand and the seal of said Board of Supervisors, this 2nd _doy of___Mav

CC: File
Assessor
Recorder

NORMA PRICE
COUNTY CLERK NORMA PRICE
Supervisors of Siskiyou County, California

By Clerk Deputy Clerk VOL 709 PAGE 263

	SISKIYOU COUN	9	
ORM APPROVED		14	
ANK J. DaMARCO			5) ·
County Counse	11717	FIL	.ED
Like place of	ON FOR AN AGRICULTURA	L PRESERVEC CONTR	lade AH '72
DEPUTY COUNTY COUNSEL KIYOU COUNTY, CALIFORNIA	SISKIYOU COUNTY, CAL	B. THE HURMANN	GE CLERK
OWNER/OWNERS NAME	AS RECORDED: Setty	Maxim B711. Jul	V-Y
(Include trust dee encumbrance holder separate sheet if	s. Use Now necessary)	nea her Me to	
APPLICANT'S NAME (If other than above):	Ronne her	Mi. Isetosh
APPLICANT'S ADDRES	s: Pet-5 Red B	lups, Laly-	
person to receive County during the writing of any cha him:	The following person any and all notices a life of this contract nge of designated per Uert B. The Surgar	nd communication . I will notify son or change of . Box 598 . MAILING DO	s from Siskiyo the County in address for 7119 Clause &
DESIGNATED AGENT: A	Cours her Mt July	ADDRESS:	ted Stuff
3/	T DESCRIPTION OF D	DADDOMY	
. 8	DESCRIPTION OF P	eet if	
•	necessary)		29
Present Agricultur	al Use Assessor's	Parcel No.	Acreage
0	al Use Assessor's	Parcel No.	Acreage
0	0.0	Parcel No.	Acreage
0	0.0	Parcel No.	Acreage
0	0.0	Parcel No.	Acreage
0	esiste Shut		Acreage
0	esiste Shut	Parcel No.	Acreage
Sep	Tota d made a part hereof inent code sections r	l acreageas if fully set	forth is a lis
Attached hereto an and copies of pert. Conservation Contr. I declare under per the application is and correct, I agrincurred to correct	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m	as if fully set elating to Calif the information f any informatioty of Siskiyou a ing the land conting or correctiay be incurred i	forth is a listornia Land contained in a since true listornia the cost servation ng taxes, alon n this matter.
Attached hereto an and copies of pert. Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable in the control of the control	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA	as if fully set elating to Calif the information f any informatioty of Siskiyou a ing the land conting or correctiay be incurred i	forth is a listornia Land contained in a since true listornia the cost servation ng taxes, alon n this matter.
Attached hereto an and copies of pert. Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable in the control of the control	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA	as if fully set elating to Calif the information f any informatioty of Siskiyou a ing the land conting or correctiay be incurred i	forth is a listornia Land contained in a since true listornia the cost servation ng taxes, alon n this matter.
Attached hereto an and copies of pert. Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable in the control of the control	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA	as if fully set elating to Calif the information f any information ty of Siskiyou a ing the land conting or correcti ay be incurred in TURE:	forth is a listornia Land contained in is not true li the cost servation in taxes, along taxes, along this matter. Lee Mc Andrew McLatch
Attached hereto an and copies of pert. Conservation Contr. I declare under pert. I agrincurred to correct contract and any awith a reasonable with a manual contract. The Monna Leo I won a leo I won	Tota d made a part hereof inent code sections r acts. malty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Julanda Luy Was Julanda	as if fully set elating to Calif the information f any information ty of Siskiyou a ing the land conting or correcti ay be incurred in TURE:	forth is a listornia Land contained in a since true listornia the cost servation ng taxes, alon n this matter.
Attached hereto an and copies of pert. Conservation Contr. I declare under pert. I declare under pert. I agrincurred to correct contract and any awith a reasonable with a reasonable of the contract and any area of the contract and any area. The contract and any area of the contract and ar	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Actoric lay Ma Intask TMENT USE ONLY:	as if fully set elating to Calif the information f any information ty of Siskiyou a ing the land conting or correcti ay be incurred in TURE: Rebent B. Betty Monn	forth is a listornia Land contained in it is not true lithe cost servation in taxes, along taxes, along this matter. Lee Mc Autoh McLatch
Attached hereto an and copies of pert. Conservation Contr. I declare under pert. I agrincurred to correct contract and any awith a reasonable with a reasonable of the pert. Type of preserve:	Tota d made a part hereof inent code sections r acts. malty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Julianah hy The Julianah TMENT USE ONLY: Hariculture	as if fully set elating to Calif the information f any information ty of Siskiyou a ing the land conting or correcti ay be incurred in TURE: Retark Moon	forth is a listornia Land contained in in is not true li the cost servation in taxes, along taxes, along this matter. Lee Mc Intole
Attached hereto an and copies of pert Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable with a reasonable for PLANNING DEPARTITYPE OF PRESERVE:	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Autosia TMENT USE ONLY: Hariculture IS WITHIN ONE MILE O	as if fully set elating to Calif the information f any information ty of Siskiyou a ing the land con ting or correcti ay be incurred in TURE: Polyand B. Retty Moyn For City: Yes_	forth is a lis ornia Land contained in n is not true ll the cost servation ng taxes, alon n this matter. Lee McIntoh No No
Attached hereto an and copies of pert Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable with a reasonable of For Planning Depart Type of Preserve: THE ABOVE PROPERTY PRESENT ZONING:	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern od all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Actoria hay TMENT USE ONLY: Hariculture IS WITHIN ONE MILE O PRESENT GE	as if fully set elating to Calif the information f any informatio ty of Siskiyou a ing the land con ting or correcti ay be incurred in TURE: Debut A. Betty Mount	forth is a lis ornia Land contained in n is not true ll the cost servation ng taxes, alon n this matter. Lee McIntoh No No
Attached hereto an and copies of pert Conservation Control I declare under perthe application is and correct, I agrincurred to correct contract and any awith a reasonable with a reasonable of For Planning Depart Type of Preserve: THE ABOVE PROPERTY PRESENT ZONING:	Tota d made a part hereof inent code sections r acts. nalty of perjury that true and correct. I ee to pay to the Coun t the records concern nd all cost of collec attorneys fee which m OWNER/OWNERS SIGNA Autosia TMENT USE ONLY: Hariculture IS WITHIN ONE MILE O	as if fully set elating to Calif the information f any informatio ty of Siskiyou a ing the land con ting or correcti ay be incurred in TURE: Debut A. Betty Mount	forth is a lisornia Land contained in in is not true li the cost servation in this matter. See The See Military Military No No

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 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.

VOL 682 PAGE 832

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this
Contract is initially entered into the publicly announced
County ratio of assessed to full cash value is changed, the
percentage payment specified in this paragraph shall be changed
so no greater percentage of full cash value will be paid than
would have been paid had there been no change in such ratio.

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

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

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

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS.

The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

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

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

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

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

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

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

6.

EXHIBIT "A"

List Assessor's Parcel Numbers below:	
Parcel Headers lake four	Clearender
1971- 12. Car Stall-went	
Joh and Code 99-00	
27-070-110	
27-480-020	19.
91-010-090	
27 - 070 - 720	- 1
27-480-050	
27-070-120	
27-480-010	
	\$90° 197
	<u> </u>

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 (1), and Tata Nine (0), Sixton (16) 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 Dot Twenty (20) lying southwesterly of the southwesterly boundry 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 boundry 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. Facul

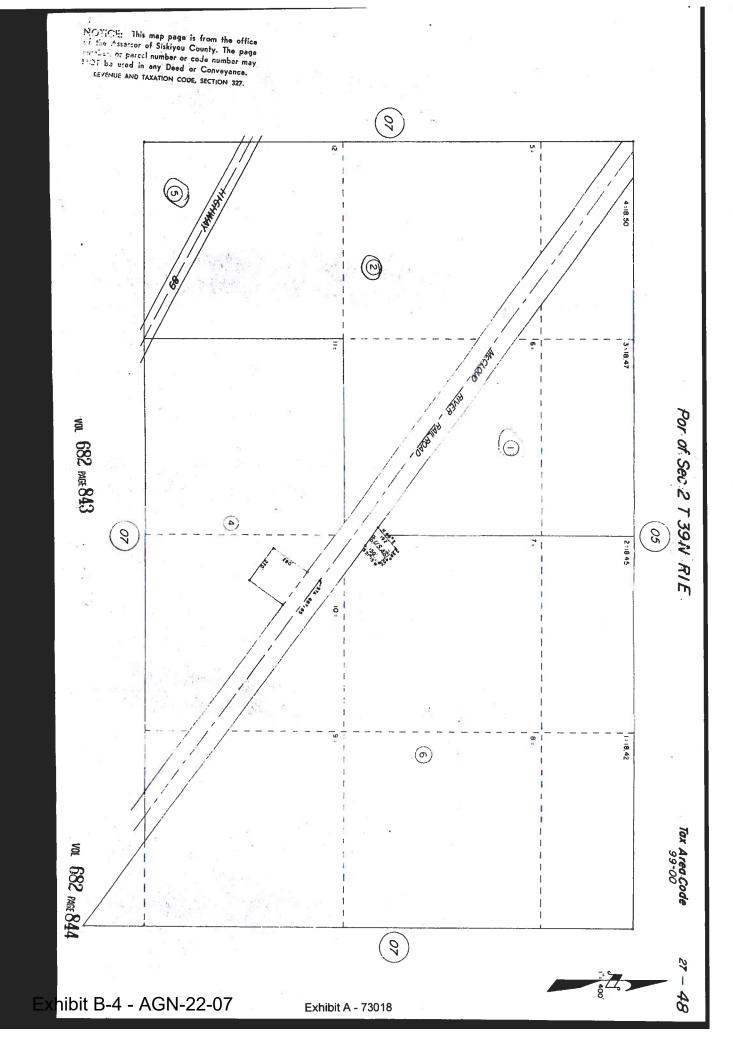
Parcel numbers of above described land taken from Assessors 1971-1972 tax Statement . tax area 99-00. 27-070-110 27-480-020

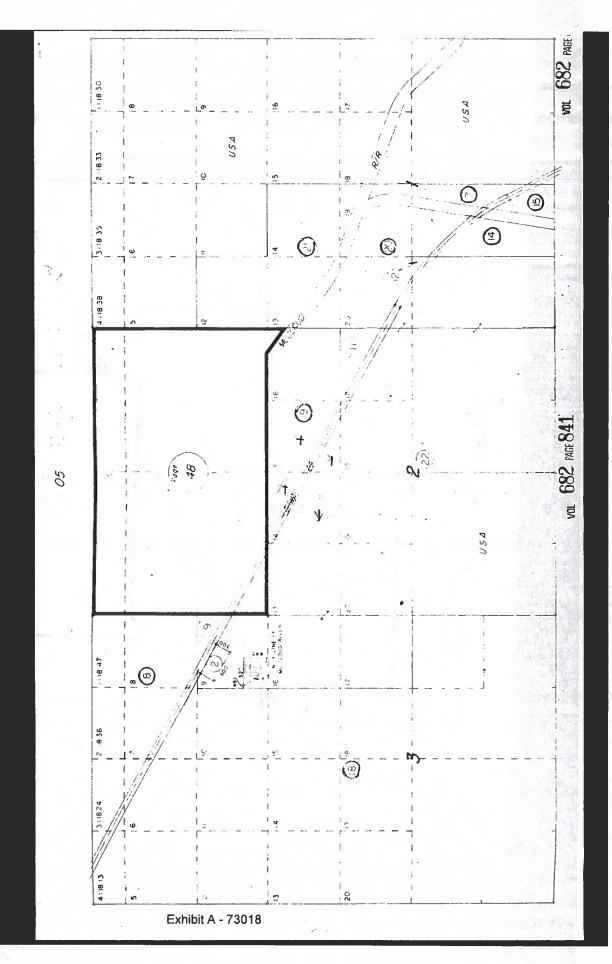
27-070-090 27-070-220 27-480-050

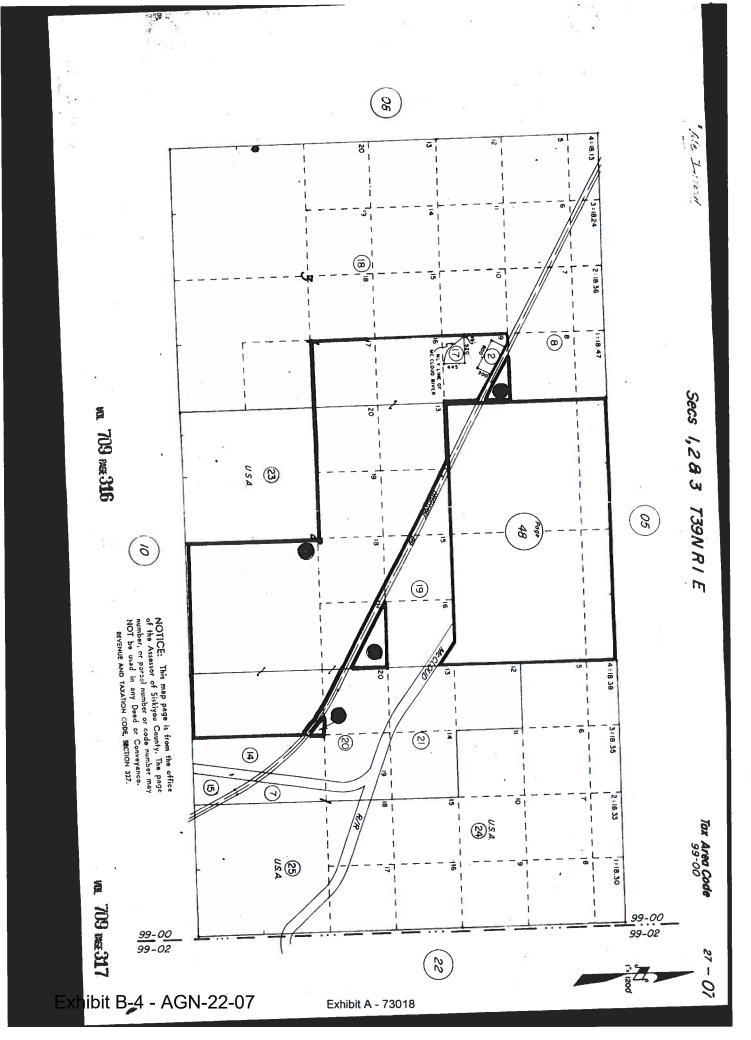
27-070-120 27-480-010

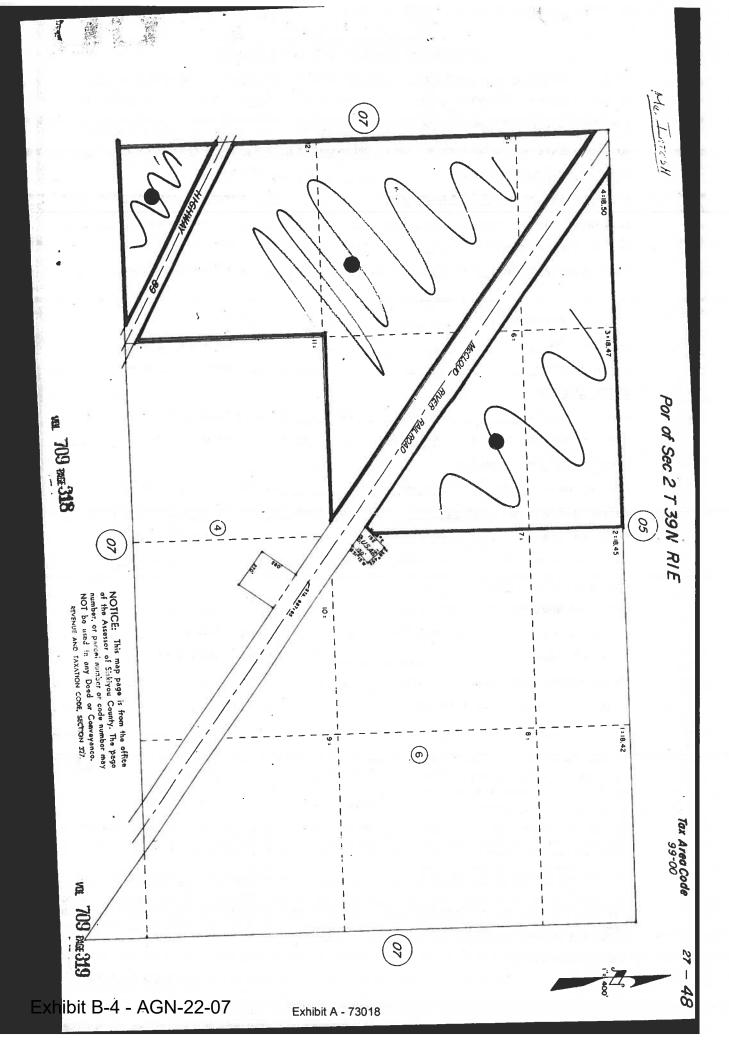
Tatal acreage 718 acres

Notice to the Owner shall be addressed as follows:	
Paleat 13. Ille Sulant	
Bay 598 111- Claux, Caly	
30+ 598 11/5 Cank, Cary	
IN WITNESS WHEREOF the Owner and the County have	
executed this Contract on the day first above written.	
Robert Milnist	
Bette Making Mc Intoch	
Daniel Da Intask	
1 1 m Antach Vuy Hanna Lac	ر-
OWNER Manual Toma Inters	h
STATE OF CALIFORNIA)	
COUNTY OF SISKIYOU)	
August 1972	
Guido V. Cottini , a Notary	
Polart R McIntosh, Betty Maxine McIntosh and Donna Lee McIntosh	
subscribed to the within instrument, and acknowledged to me	
that they executed the same.	
GUIDO V. COTTINI NOTARY PUBLIC-CALIFORNIA	
siskiyou county siy Commission Expires July 27, 1976 Notary Public	
NOCALY 1 45 116. McCloud, CA. 96057	
My Commission expires: July 27, 1976	
COUNTY OF SISKIYOU, Board of	
ATTEST: Supervisors	
$\dot{C} = C_{1} + C_{2}$	
Morana Price Generala. Haylun	
Clerk Chairman	
STATE OF CALIFORNIA)	
) ss.	
COUNTY OF SISKIYOU)	
On this, 16th day of Jebruary, 1913, before me, Lakin Watson a Notary Public, in and for	
said, Suspension County, personally appeared to be the Chairman	
a called the whose name is	
of the Board of Supervisors of Siskiyou County whose name is	
of the Board of Supervisors of Sisklyou county whose it is subscribed to the within instrument, and acknowledged to me that he executed the same.	
subscribed to the within instrument, and dominated that he executed the same.	
subscribed to the within instrument, and terms that he executed the same. VATSON	
subscribed to the within instrument, and terminate that he executed the same.	









COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Domna Lee, Roll Both Marine Myndy ADDRESS BOX 518 MANNE Ca.
PARCEL NUMBERS 27-070-320 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? Melaitosh Family River 1907
TYPE OF AGRICULTURAL USE: Mothym land & 27-070-230 Dry pasture acreage 560 Aunan fenu. Carrying capacity 450 Aunan fenu.
Dry pasture acreage 560 Aunan hence. Carrying capacity 450 Aum Fer
Irrigated pasture acreage 7/oue Carrying capacity
Dry farming acreage Crops grown Production per acre
Field crop acreage //aul Crops grown Production per acre
Row crop acreage Clarcia 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. Phy wood Carp No. of acres 33, 038
Rental fee per acre 038 Use of land Summue granting Cattle
Terms of lease Jeasly 6/1 to 10/1 Lease termination date 16/1/12 -
Share cropped with others: Crop//2264 to ownerAcres
LAND LEASED TO OTHERS: Trace
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
List expenses paid by land owner
REMARKS ON INCOME, ETC.: Rand senan Jenes seles as gathing field Systs- to Nov. 1- 450 A.V.m. per year 6 5- 62250, - encomple year fond Mot unan Jenes Wained & U.S. Farest Service. No Partice encome
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. M. Intah Date Franker 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 doy	February	1973
PRESENT:	Supervisors George Belcastro and None.	Wacker, Harol Ray Torrey.	d Porterfield, E Chairman Hayden	rnest Hayden, M presiding.	ike
COUNTY A	DMINISTRATOR: Jes	s O'Roke	COUNTY CL	ERK: Norma Price	
COUNTY C	OUNSEL: Frank De	Marco	PURPOSE O	F MEETING: Adjourned	
	RESOLUTION ADD	PTED - APPROV TURAL PRESERV	ING AGRICULTURAL E ESTABLISHED BY	PRESERVE CONTR RESOLUTION 119	ACTS , Book 5.
	Agricultural P established by Chairman autho said contracts persons whose	t Resolution reserve Contr Resolution 1 rized to sign prior to Mar Contracts have	sor Wacker, seco 120, Book 5, bei acts in New Agri 19, Book 5, is h and the Clerk d ch 1, 1973. Fur e been approved on and made a pa	ng a Resolution cultural Preservereby adopted an irected to reconther, the names are listed on Figure 2.	approving the control of
	AYES: Sup NOES: Non ABSENT: Non	e.	er, Porterfield,	Belcastro and	forrey.
(3	Resolution rec	orded: Febru	nary 9 , 1973	, Vol. 681	
	Page 891	, official	records, County	of Siskiyou.	
			RECOLCER 4	SHEEDEST OF	
	***		Siskiyou Co	unty. Clerk * and ADS perfort, CAME.	
				40 HH 173	
			o P Vol.	82 Page 030	
		*	12:20	site of the	
			accesses.	No Charg	е
TATE OF C	ALIFORNIA)				
OUNTY OF	SISKIYOU) ss				
1,	NORMA PRICE	, County Clerk and	Ex-Officio Clerk of the Boo	rd of Supervisors, do here	
		ct copy of the minute o	rder of said Board of Super	visors passed on 2-8	-73
Witne	ss my hand and the seal	of said Board of Super	visors, this 9th do	y of February	
	cc: File Recorder	Co Siknou	AMA PRICE NO COUNTY CLERK COUNTY CLERK COUNTY CALIFORNIA of Super	RMA PRICE lerk and ex-Officio Clerk of the Boo visors of Siskiyou County, Californ	ord nia
			By Joan	ne tendre	k_

 $\text{vol} \ 682 \ \text{page} \, 846$

Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CAUF.

May 3 8 29 AM '74 Vol. 709 Page 314 This would day of Way. 1724 AFT

13328

ADDENDUM TO LAND CONSERVATION CONTRACT # 182

HEE \$ No Charges IS AN ADDENDUM to the Land Conservation Contract between Robert B. Mc Intash 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

Pole B. Militush

COUNTY OF SISKIYOU, BOARD OF SUPERVISORS

BY Chaiman G. Haydan

Clerk, Board of Supervisors

STATE OF CALIFORNIA)

County of Liskup)

On this 15th day of before me, 1 to a Westar and for said Sushiyan

and for said Arshima County, personally appeared

Ashert B 7712 Artish

known to me to be the person whose name 22

subscribed to the within instrument, and acknowledged to me that

OFFICIAL SEAL LESA WOLVEL

Elsa W Ita el

, 19 73 , a Notary Public, in

My Commission Expires:

County of Siskiyou)

on this 25thday of 19 7/, before me, toling what and for said County, personally appeared fraction, 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:

4-1-75

ROBIN WATSON
NOTARY PUBLIC-CALIFORNIA
GISHIYOU COUTTY
My Commission Expires April 1, 1975

2.

October 3, 1973

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 bot 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

Deputy

Enclosure

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

	25th day April	19 <u>74</u>
PRESENT: Supervisors George Wacker, Harold Por Belcastro and Ray Torrey. Chai	rterfield, Ernest Haydo irman Hayden presiding	en, Mike
ABSENT: None.		•
COUNTY ADMINISTRATOR: Richard E. Sierck	COUNTY CLERK: Norma 1	Price
COUNTY COUNSEL: Frank DeMarco	PURPOSE OF MEETING:	ijourned
ADDENDUMS TO LAND CONSERVATION CONTI	RACTS APPROVED AND CLE	RK
It was moved by Supervisor Wack Porterfield, that upon the certification Senior Appraiser, Rural, Siskiyou Contained to the has reviewed the Addendums to the and with the information available of found that all material contained in and in proper order, the Board does to the Land Conservation Contracts and the following persons, and the Cand the Clerk is authorized to have	ation of Robert K. Find ounty Assessor's Office Land Conservation Conto the Assessor's Office the addendums is corn hereby approve the Addedumen the County of Schairman is authorized	c, e, that tracts ce he cect dendums Siskiyou to sign
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, J Silas H. Johnson, Jr.	Jr.	ā
Maylene McCoach Robert B. McIntosh, et al Lewis W. & Mary Ann Parsons Lewis W. Parsons Merwyn S. & Dorothy Rickey, et 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, Port NOES: None. ABSENT: None.	terfield, Belcastro and	Torrey.
STATE OF CALIFORNIA)		
COUNTY OF SISKIYOU) ss	19	

COUNTY CLERK
NORMA PRICE
HOU COUNTY CATIFORNIC Clinity Clerk and ex-Officio Clerk of the Board
Supervisors of Siskiyau County, California

By Jeanice Xlace Dopuly Clork

NORMA PRICE County Clerk and Ex-Officia Clerk of the Board of Supervisors, do hereby certify the

NORMA PRICE

foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors possed on 4-25-74

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

File

Assessor

Recorder

#192

TURN APPRUYED 16th day of 314, 1973

APPLICATION FOR AN AGRICULTURAL PRESERVE COM UEC 1 5815K1YOU COUNTY, CALIFORNIA

		SKITOO COONTI, CARSONAO
	uentin J. Tobias & Beverly ederal Land Bank Assn. of A	
	ichael Denny, Robert E. Den	ny
APPLICANT'S NAME (If other than	above):	0
APPLICANT'S ADDRESS: P.O. Box 307		
AGENT FOR NOTICE: The following person to receive any and all no County during the life of this owriting of any change of designation:	g person is hereby destrices and communication contract. I will notified the person or change of	ons from Siskiyo Ty the County in
DESIGNATED AGENT: Quentin J. Tobile	MAILING ADDRESS BOX 3	07 Tres Pinos Ca 95
(Use sepa	ION OF PROPERTY arate sheet if cessary)	
Present Agricultural Use Ass	sessor's Parcel No.	Acreage
	13m2 23-120-040	101
	23-140-200	89.5
	23-540-080	161
	23-560-080	27
	Total acreage	358 1
Attached hereto and made a part and copies of pertinent code sec Conservation Contracts.		
I declare under penalty of perjuthe application is true and corrand correct, I agree to pay to to incurred to correct the records contract and any and all cost of with a reasonable attorneys fee	rect. If any informat; the County of Siskiyou concerning the land co f collecting or correct which may be incurred	ion is not true all the cost onservation ting taxes, alon in this matter.
OWNER/OWNER	RS SIGNATURE - LIZATE	no fe di licus
	Burne	Jani Johns
FOR PLANNING DEPARTMENT USE ONLY		
FOR PLANNING DEPARTMENT USE ONLY TYPE OF PRESERVE: Faricult	Y: ==	
	u: Lure	
TYPE OF PRESERVE: Agricult	Y: LUNE E MILE OF A CITY: Yes	No X
TYPE OF PRESERVE: Rapicult	Y: LUVE E MILE OF A CITY: Yes ESENT GENERAL PLAN DES	No X

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this
Contract is initially entered into the publicly announced
County ratio of assessed to full cash value is changed, the
percentage payment specified in this paragraph shall be changed
so no greater percentage of full cash value will be paid than
would have been paid had there been no change in such ratio.

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

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

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

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS.

The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

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

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

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

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

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

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

6.

EXHIBIT "A"

23-120-040 23-140-200	
23-540-080	
23-560-080	
- File of the second se	
200	
	Paragraph of the second

Notice to the Owner sna.	II be addressed as retreme
Quentin J. Tobias and Beve	erly Jane Tobias
PO) Box 307 Tres Binos, Ca 95075	
	A Alla County horse
	Owner and the County have
executed this Contract on the	day first above written.
Lunter	: L. Johnson
Burno	Jone Jolins
	60
OWNE	ER
	•
STATE OF CALIFORNIA)	
COUNTY OF San Lando)	
On this Sthe day of	December , 1972 , a Notary
Public, in and for said San Be	a noull
	Reverly Jane Tobias
L ho bo the nameon a	whose names rument, and acknowledged to me
the third to the within institution of the same	e.
OFFICIAL SEAL E	
ANDREA M. MATULICH	(! In mothers)
PRINCIPAL OFFICE IN THE COUNTY OF SAN SENITO	Undrea M. Mahiliele
My Commission Expires May 16, 1976	Notary Public
My Commission expires:	
My Commission expires.	
	or gravityou Board of
ATTEST:	COUNTY OF SISKIYOU, Board of Supervisors
	Super viscos
	() / i
Clerk Price	Correct a. Friday
Clerk	Chairman
	,
STATE OF CALIFORNIA)	
COUNTY OF SISKIYOU)	
// // 2000 08	February, 1973, before
said Suskupy Coun	ty, personally appeared
of the Board of Supervisors	known to me to be the Chairman of Siskiyou County whose name is
subscribed to the within in	trument, and acknowledged to me
that he executed the same.	
ANALON NATION	De la Martin
MOTATE PURIS-CAUFORNIA ()	Notary Public
No County	NOTATO PUDITO
A	Notary Public
My Commission Expires April 1, 1975	4-/-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.

On	STATE OF CALIFORNIA)) ss. County of Alameda)	
assistant vice president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. OFFICIAL SEAL LILLIAN M. Jinnett Notary Public in and for said county and State Notary Public in and for said county and State Residing at El Cerrito My Commission Expires May 9, 1976 My Commission expires: May 9, 1976	On December 18, 1972	
OFFICIAL SEAL LILLIAN M. JINNETT NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY My Commission Expires May 9, 1976 My commission expires May 9, 1976 My commission expires: May 9, 1976	known to me to be,	of the corporation that
LILLIAN M. JINNETT NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY My Commission Expires May 9, 1976 My commission expires: May 9, 1976	executed the within instrument, and a the same.	Fillian M. Hinnett . 43 Tag
	LILLIAN M. JINNETT NOTARY PUBLIC-CALIFORNIA ALAMEDA COUNTY My Commission Expires May 9, 1976	Notary Public in and for said county and State. Residing at El Cerrito

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.

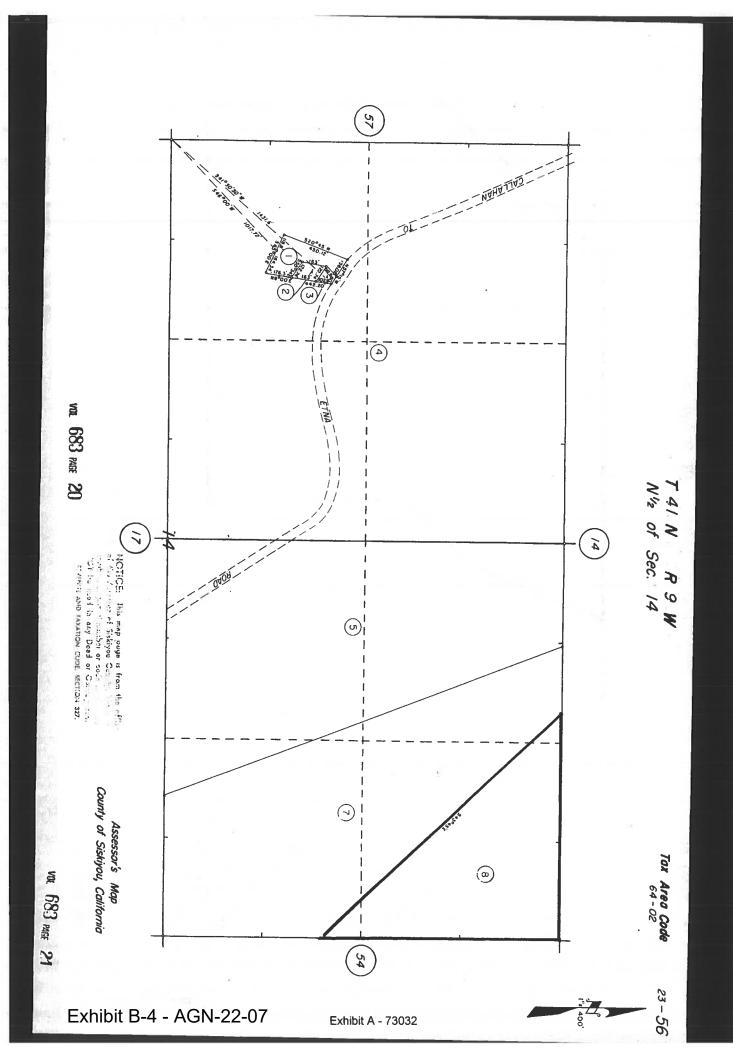
DATED: This	18th day of	December	
		EDERAL LAND BANK OF	BERKELEY
		LIENHOLDER —	- 1-60
	Ву	ssistant Vice Prese	lent h
STATE OF CALIFORNIA		•	
) ss.		
COUNTY OF	,		
On this	_day of		otary Public,
before me, in and for said			ersonally
appeared			n to me
to be the person within instrument,	whose name_ and acknowle	subscribed edged to me that	
executed the same.			
	Notary Public		
My Commission Expi	res:		

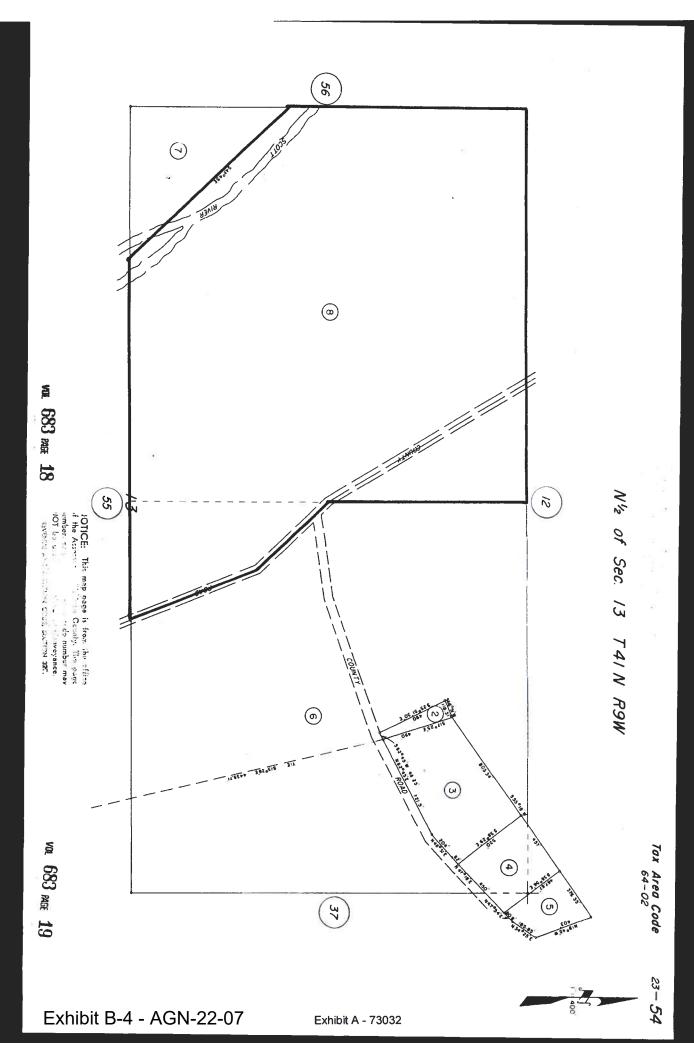
BOARD OF SUPERVISORS COUNTY OF SISKIYOU 'AGRICULTURAL PRODUCTION QUESTIONNAIRE

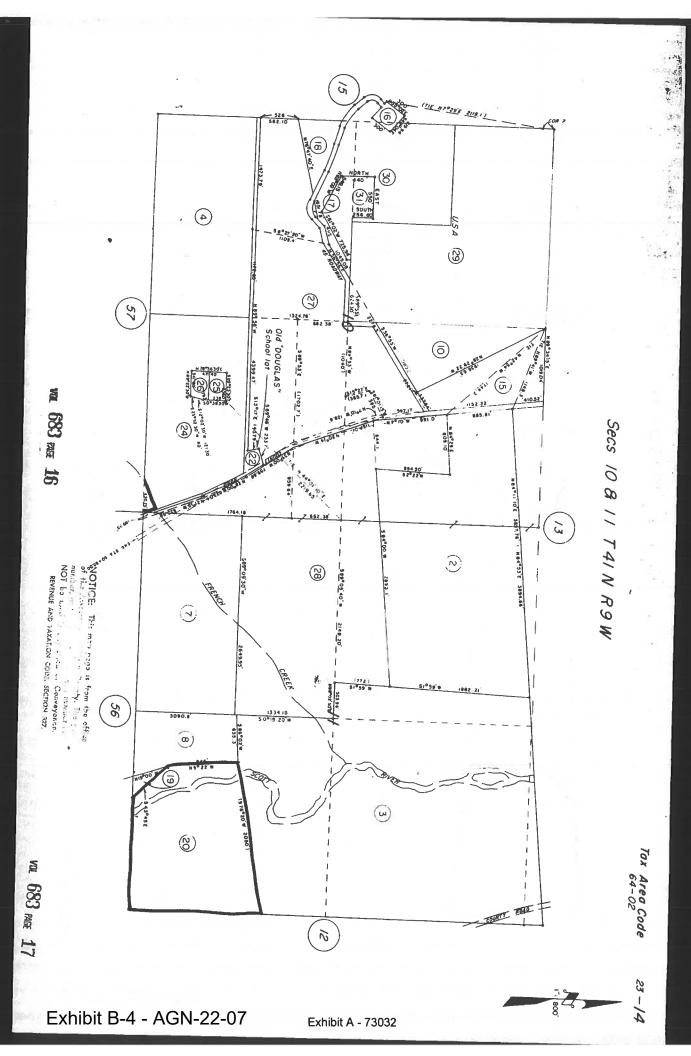
OWNER'S NAME Que	ntin & Beverly Tob	ADDRESS	P.O. Box 307 Tres	Pinos, Ca 95075
PARCEL NUMBERS	23-120-040	23-140-200	23-540-080	23-560-080
HOW LONG HAVE	OU OWNED THIS L	AND? April 1972		
TYPE OF AGRICU	TURAL USE:			
Dry pasture act	reage		Carrying	capacity None
Trrinated past	ire acreage		Carrying	capacity_120
nry farming ac	reage None	Crops grown_	Production	on per acro
Field crop acr	eage	Crops grown_	Production	on per acre
Rangeland 58 ac	res Wildlife 83	acres		
Row crop acrea	geNone	Crops grown_	Production	on per acre
Grazing AUM	None	Term_	Fees pai	d
Other acreage_	None .	Type	Producti	on per acre
OTHER INCOME:				
Hunting rights	s None per y	earacres	Fishing Rights	o per year_
Other recreati	onal rights \$ No	per year t	ypeMineral r	rights \$ No
TAND LEASED F	ROM OTHERS:	•		
Name of Owner	None		No. of acres	
Pontal fee ne	r acre	Use of lan	d	
Terms of leas	e	Le	ase termination	date
Share cropped	with others: (Crop	to owner	Acres
LAND LEASED T				
		None		
No of acres	Renta	l fee per acre	Use of la	nd
Terms of leas		Le	ease termination	date
Share cropped	to others:	Crop	to owner	Acres
		wner		
Dist expense.	, para a,			
REMARKS ON I	NCOMP ETC.:			
I use this pro	operty for a cow &	calf operation.	at this time specif	ic acreages
are unknown	otomonts are cel	rtified by the un	dersigned to be	true and correct or fibre, or the
and this lan	d is used for the	agricultural eco	uction of food onomy and has pul	or fibre, or the plic value.
Signed Signed	len & Don	23	Date Dec 8, 19	3/4
Agricultural		cation. It is a ricultural Prese		
				000 40

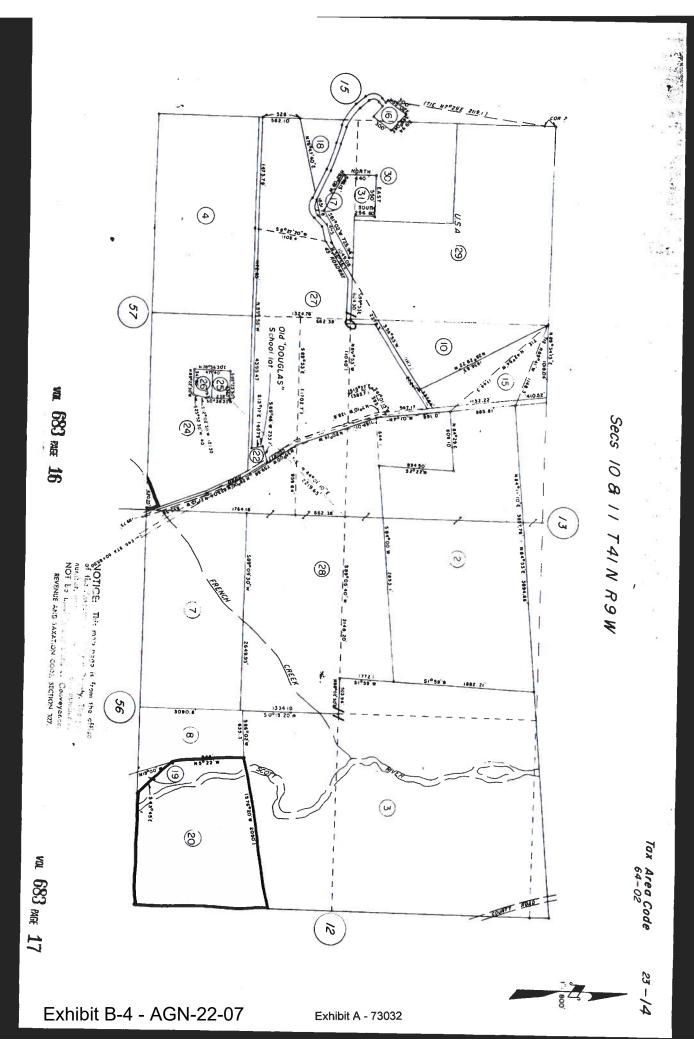
Adopted 11-28-72

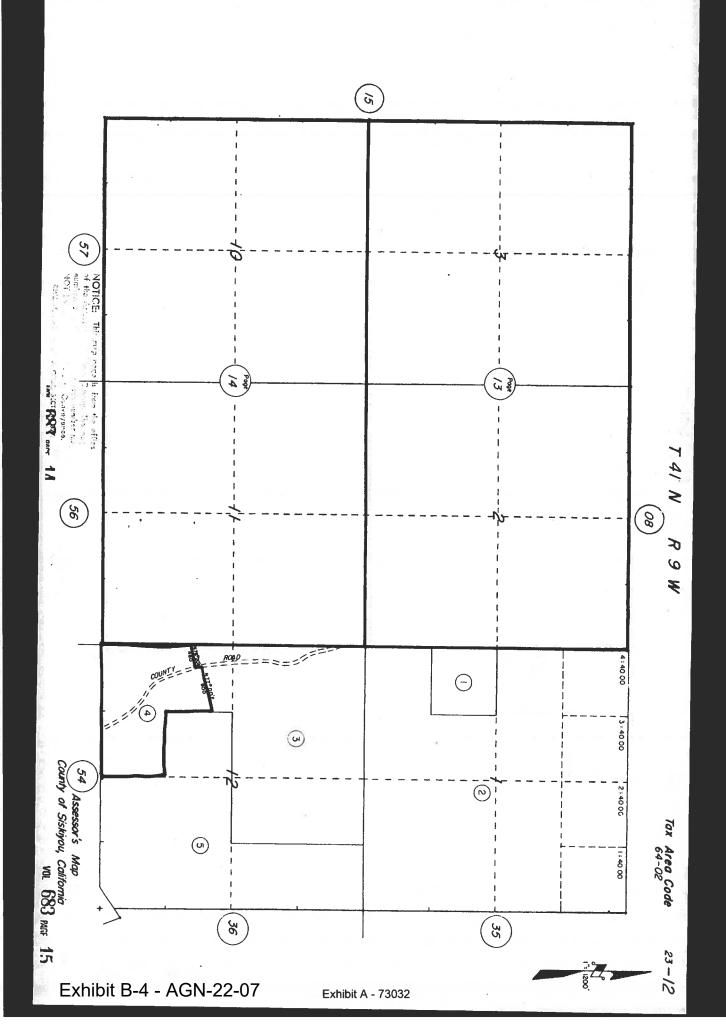
VOL 683 PAGE 13

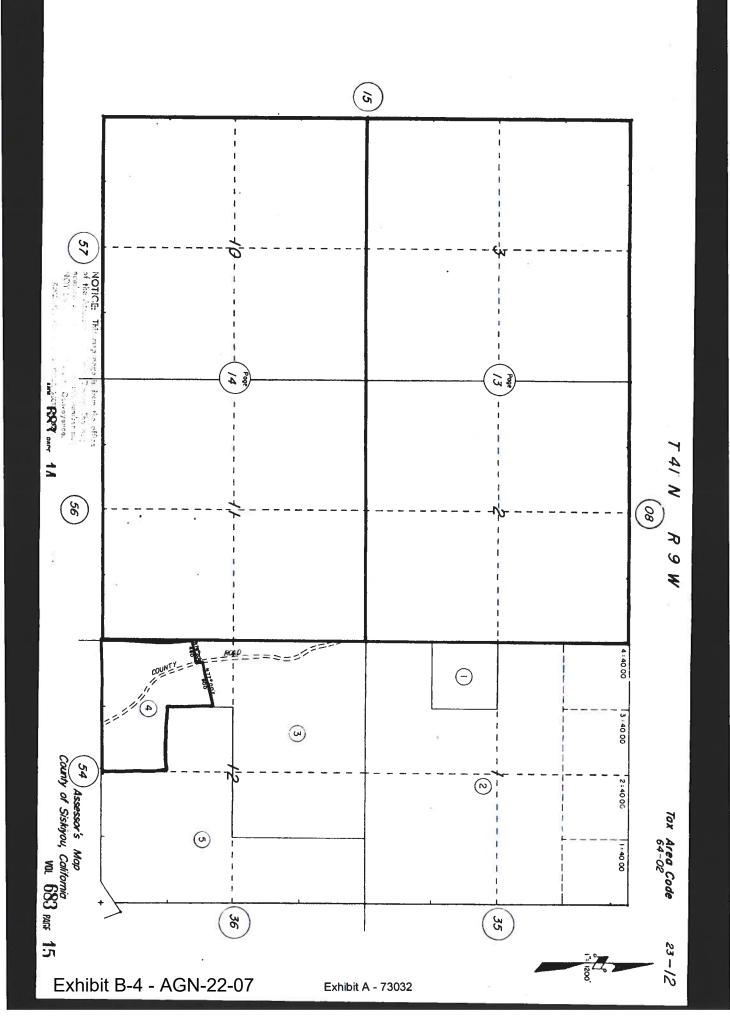












BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

			8th day	February	1973
PRESEN	Belcastro and	Wacker, Harold Ray Torrey. (d Porterfield, En Chairman Hayden p	rnest Hayden, Moresiding.	ike
COUN	TY ADMINISTRATOR: Je	ss O'Roke	COUNTY CLE	RK: Norma Price	
COUNT	TY COUNSEL Frank D	eMarco		MEETING: Adjourne	
	RESOLUTION AD IN NEW AGRICU	OPTED - APPROVI LTURAL PRESERVE	ING AGRICULTURAL E ESTABLISHED BY	PRESERVE CONTR RESOLUTION 119	ACTS , Book 5.
	Agricultural : established by Chairman author said contract persons whose	Preserve Contra Preserve Contra Presolution in Prized to sign Prior to Marc Contracts have	or Wacker, second 20, Book 5, beind the Agric 9, Book 5, is he and the Clerk dies 1, 1973. Furt been approved an and made a par	ng a Resolution witural Preserviceby adopted an rected to recoher, the names	approving the second t
	AYES: Su NOES: NO ABSENT: NO	ie.	r, Porterfield,	Belcastro and 1	forrey.
	Resolution red	corded: Febru	ary 9 , 1973,	Vol. 681	_,
	Page 891	, official r	ecords, County o	f Siskiyou.	
			RECORDED AT RE Siskiyou Coun		
			SISMIT	TOPS Colabif.	
			FEB 26 9 09 0.R.Vol. 683	Page 1	
			RECORDER	No Charge	
			26		
	OF CALIFORNIA) Y OF SISKIYOU) ss				
1.	NORMA PRICE	County Clark and	Ex-Officio Clerk of the Boar	d of Suppositions like board	h art at
foregoin	ng to be a full, true and corre	ct copy of the minute or	der of said Board of Superv	isors passed on 2–8	
٧	Vitness my hand and the sea	of said Board of Superv	isors, this 9th day	of February	. 193
	cc: File Recorder	annon con Con- HOUN	County Cle	RMA PRICE erk and ex-Officio Clerk of the Boo sors of Siskiyou County, Californ	ird Na
		A	By Joan	ne Gendre Deputy Ch	ck

 $vol 683 \; \text{page} \;\; 22$

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

		8th	day	February	1973
PRESENT: Superv Bel ABSENT: Non	sors George Wacker, E castro and Ray Torre	Marold Porterf ey. Chairman	ield, Ern Hayden pr	est Hayden, Mi esiding.	ike
COUNTY ADMINIST	RATOR: Jess O'Roke		COUNTY CLERK	Norma Price	
COUNTY COUNSEL	Frank DeMarco			MEETING: Adjourned	
RES	OLUTION ADOPTED - AF NEW AGRICULTURAL PRE	PROVING AGRIC SERVE ESTABLI	ULTURAL P SHED BY R	RESERVE CONTRA	CTS Book 5.
Agr est Cha said per:	It was moved by Supcastro, that Resoluticultural Preserve Cablished by Resolutiirman authorized to contracts prior to sons whose contracts tached to said Reso	cion 120, Book contracts in Noon 119, Book sign and the March 1, 197	5, being ew Agricu 5, is her Clerk dir 3. Furth proyed ar	a Resolution ltural Preserveby adopted an ected to recor er, the names e listed on Ex	approving d the d of
AI	AYES: Supervisors NOES: None. SSENT: None.	Wacker, Porte	rfield, B	elcastro and T	orrey.
: Resc	olution recorded: _	February 9	_, 1973,	Vol. 681	»
Page	891 , offic	ial records,	- County of	Siskiyou.	•
	E I	9	ECURDED AT RECI	UEST OF	
			OFFICE COMM		
	•				
			8 26 9 05		
	9	0. R. V	101.683 I 212で込む	rage I	
		er.	CORDER FL	No Charge	
	¥	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	DEREIN FL	/	
	\				
STATE OF CALIFOR					
	A DDTCD				
. ',	ull, true and correct copy of the n			of Supervisors, do heret ors passed on 2–8	
Witness my	hand and the seal of said Board (of Supervisors, this	9th day o	February	193
cc:	File tegation	T. Commence	- T-1		
v	Recorder 55	NOMEA PRICE COURTS OF SE HOU COURTE GROWN	County Clerk	MA PRICE k and ex-Officio Clerk of the Boa ors of Siskiyou County, Californ	rd ia
9	Marine - Tope Capital	8v.	Joans	e Lendr	ck
		(Deputy Cle	ork

FORM APPROVED				
This salta day of Leb. 1974		4	218	. 45
FRANK J. DeMARCO	10409	71	2010	_
FRANK J. DeMARCO County Counsel Jan De Mappelication For Siskiyou County, California 913K.	IYOU COUNTY, CAL	L PRESERVE IFORNIA	CONTRACT	
OWNER/OWNERS NAME AS REC (Include trust deed or cencumbrance holders. Uses separate sheet if necess	CORDED: Alvin	G and	Helen	
APPLICANT'S NAME (If oth	her than above):			
APPLICANT'S ADDRESS: P	O. Box 32,	Greenvia	w. CA	96037
AGENT FOR NOTICE: The person to receive any an County during the life of writing of any change of him:	nd all notices ar of this contract.	nd communic . I will n	ations frotify the	om Siskiyou County in
DESIGNATED AGENT:		MAILING ADDRESS.		
DDGTGMILLD MGENT.		ADDIESO.	1=11	
	DESCRIPTION OF PR (Use separate she necessary)			
Present Agricultural Use	e Assessor's	Parcel No.		Acreage
Pasture	24-231	0- 160		23.3
Pasture	24- 21	0 - 150		.3
Pasture	24- 211	- 170		31.7
	Total	l acreage		55.3
Attached hereto and made and copies of pertinent Conservation Contracts.	code sections re			
I declare under penalty the application is true and correct, I agree to incurred to correct the contract and any and all with a reasonable attorn	and correct. It pay to the Count records concern 1 cost of collect neys fee which ma	f any infor ty of Siski ing the lan ting or cor ay be incur	mation is you all to do conserverecting to red in the	not true he cost ation axes, along
OWI	NER/OWNERS SIGNAT	rure: <u>Ala</u> <u>Mel</u>	inte. L	ewa.
FOR PLANNING DEPARTMENT	USE ONLY:			
TYPE OF PRESERVE: The	nculture			
THE ABOVE PROPERTY IS W			V	🗸
DOUGENE TONING RIJE	ITHIN ONE MILE OF	F A CITY:	res	No 🔨
LUESENT SOUTHGATA	ITHIN ONE MILE OF PRESENT GET			
, —		NERAL PLAN		
, —	PRESENT GEN	NERAL PLAN		

VOL 704 PAGE 707

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.

RECURVED AT REQUEST OF SISKIYOU COUNTY CIETA OFFICIAL RECORDS SISKIYOH COUNTY, CALIF.

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

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 famura 20, 19 74, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

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

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

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

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

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

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

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

6.

EXHIBIT "A"

List Assessor's Parcel Numbers	below:
24-230-160	
24-210-150	
	= -
	73.
	3
1 1 N = 1 N = 1	

	Notice to the Owner	r shall be addressed as follows:
	Alvin G	Lewis
	P.O. Box 3	3 2
		. CA 96037
		the Owner and the County have
exec		the day first above written.
• • • • • • • • • • • • • • • • • • • •	and only conclude on	one day lilbo above wileson.
		2/1.
	1/1	2 f
	Juli.	OWNER SELECTE
STAT	E OF CALIFORNIA)	
COUN	TY OF SISKIYOU	ss.
		of December . 19 73
befo	re me, Jewel M. Smit	of December , 19 73, th , a Notary Siskiyou County, personally and Helen C. Lewis
appe	ared Alvin G. Lewis	and Helen C. Lewis
know	n to me to be the pers	sons whose name s are instrument, and acknowledged to me
that	they executed the	same.
		January Smith
		Notary Public
My C	ommission expires:	
ATTE	ST:	COUNTY OF SISKIYOU, Board of Supervisors
p (8		<i>(</i> ************************************
γ_0	man P.	Carlo Ci thered
Cler	rk	Chairman
		*
	'E OF CALIFORNIA)) ss	•
COUN	TY OF SISKIYOU)	4 ,
me.	On this 19thday o	a Notary Public, in and for county, personally appeared
said	Siskupy C	County, personally appeared
of t	he Board of Superviso	known to me to be the Chairman ors of Siskiyou County whose name is
subs	cribed to the within he executed the same	instrument, and acknowledged to me
अन्द्र करर स	**************************************	
	MIN, WATSON & Y fublic-california &	Wotary Public
	ti	Wotary Public
Maria de	commission Expires:	4-1-75
1.1A C	OWNITOOTON WYDILED	

On this14th day of December in the year one thousand nine hundred and, before me, Jewel M. Smith Notary Public, State of California, duly commissioned and sworn, personally
ppeared Ernest P. Smith
known to me to be the .P.R. esident
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
kin Did it

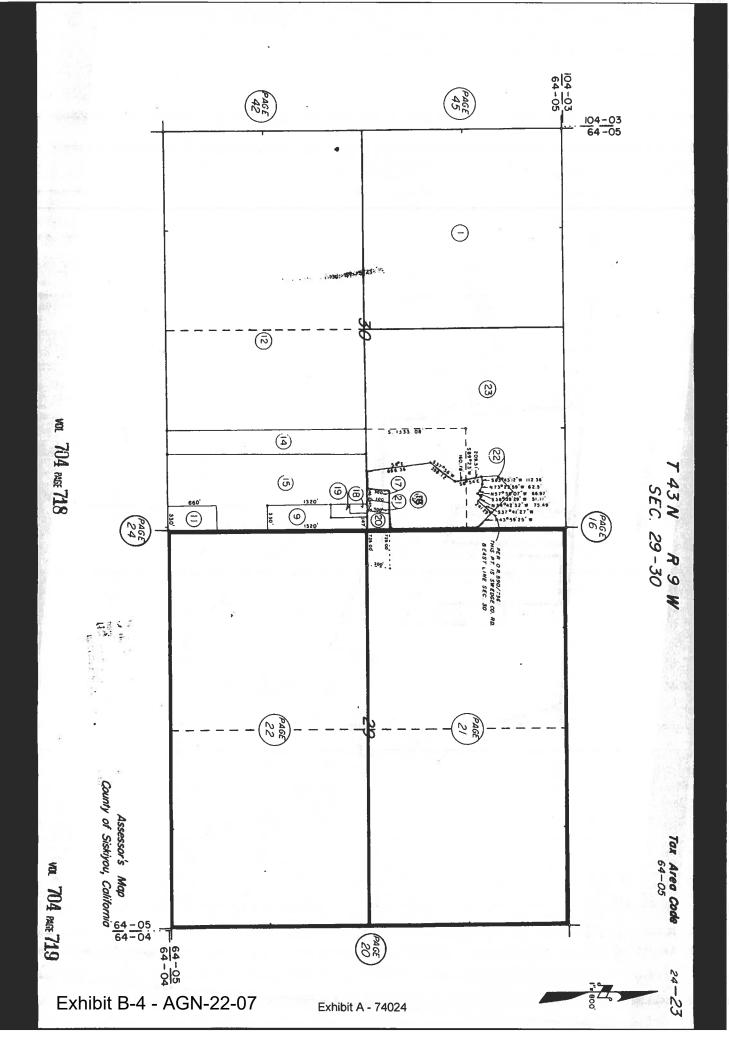
Cowdery's Form No. 28-Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

Printed 5/72

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)
COUNTY OF) ss.
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
Mr. Commission Evnince.



PEARL OF SELECTION SEED FOR PERSONNAL PRODUCTION SEED TOWNSHIP.

CHARLES MANE Alvin G. and Helen C. L.	ewishess Po. Box 32, Greenview, CA.
PARCEL MEASONS 24-230-160	24-210-150
24	310 - 170
HOW LOTE WAVE YOU CHEED THIS THEST	
TYPE OF AGRICULTURAL UCH:	
Dry pacture surrage	Corrying consolity
Traigeted casture accorde 55	Carrying on coiny / Aum /Ac
	gross Production per cere
Field grop agreage Croy	green Production per sera
The state of the s	
Row grop acrongs Crops	grown Production per dere
	Pecs paid
	Production per sere
OT HED LECOTE:	
Bunting rights S - per year ac	eres Pishing Rights 5 — ner year
•	er vype Himeral rights 8 -
LAND DEAS D EPON OTHERS:	
Name of Gener	No. of Aeres
Rental fee par sere	of land
	Lores termination date
	s to owner Acres
THE THAT TO OTHERS:	
Name and odurers of lessee	
	ucreUse of land
Torms of loase	Lease termination date
Share crowed to others: Crow	% to owner Acres
List expenses paid by land owner	
REHARKS ON THEOPER, ETC.:	
The above statements are certified by and this land is used for the retention land is used to support the agriculture	i imagnifica of agod or fibre, or the
signed aline Il leura	Date 12-14-73
Please return this form to the Clerk o.	the Board of Supervisors along with your is a present the feet
Adopted 11-28-72	

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

			30th day	January	19.74
PRESENT: Supe	ervisors George Wac Belcastro and Ra None.	ker, Harold y Torrey.	Porterfield, Chairman Hayd	Ernest Hayden en presiding.	, Kike
COUNTY ADMIN	STRATOR: Richard	E. Sierck	COUNTY CO	ERK: Norma Price	B
COUNTY COUN	SEL: Prank DeM	larco	PURPOSE C	of MEETING: Adjou	rned
NEW A	JUTION ADOPTED - A AGRICULTURAL PRESI COPTED 1-30-74.	APPROVING AC ERVE ESTABLI	RICULTURAL P SHED BY RESO	RESERVE CONTRAC LUTION NO. 356	CTS IN BOOK
appro Prese adopt direc the r parce	It was moved by say, that Resolution of Agricultural erve established ited and the Chair eted to record say mames of persons that all made a part there	on No. 357, 1 Preserve (by Resolution man authoria id Contracts whose contra sted on Exha	Book 5, being contracts in 10 No. 356, Botton to sign at prior to Ma acts have been	g a Resolution New Agricultur; ook 5, is herel nd the Clerk i: rch 1, 1974. I n approved alor	al by s Further ng with
	-	rs Wacker. I	Porterfield a Supervisor	nd Torrey. Belcastro.	
		•	960		
					/
	RESOLUTION REC	CORDED:	February 2	, 1974,	
	Volume 704	, Page	118 ,	Official	
. *	Records, Count	y of Siskiy	ou.	40	
					4
STATE OF CALIF	ODNIA)				
COUNTY OF SIS					
1,	NORMA PRICE	County Clerk and Ex	Officio Clerk of the Bo	oard of Supervisors, do he	ereby certify
foregoing to be	a full, true and correct copy	of the minute order	of said Board of Supe	ervisors passed on 1-	30-74
Witness m	ny hand and the seal of said	Board of Superviso	rs, this 8th	day of Pebruary	, 19_
	Assessor Planning Recorder	January co	A PRICE NO.	ORNA PRICE Clerk and ex-Officio Clerk of the ervisors of Siskiyou County, Ca	Board Idornia
	- AECOLUEI	الها الله له لك عبدة الإجامة الاستعادات	_		
			Ву	THESE NAMED OF	y Clerk
		EXAMINITA	M mcc 723	THESE ACCURATE AND CHARLES OF THE COMMUNICATION OF T	mp.r27

i. Jerald

NOTICE OF NON-RENEWAL OF AGRICULTURAL PRESERVE COUTRACT

(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 owner at least 60 days prior to said date.)

Lowell L. Novy OWNER/OWNERS NAME AS RECORDED: OWNER/OWNERS NAME AS RECORDED: <u>Esther M. Novy</u> (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.) Novy Ranches, Box 40, Grenada, Calif. 96038
ADDRESS OF OWNER/OWNERS: (950 Laguna Dr., Simi Valley, Calif. 93065) DATE OF RECORDING OF LAND CONSERVATION CONTRACT (AGRICULTURAL PRE-SERVE CONTRACT): F##./11/1978 September 12, 1975 PAGE 46-71 OFFICIAL RECORDS VOLUME 750 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 950 Laguna Dr., Simi Valley, Calif. 93065 MATLING ADDRESS:

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.)

Siskiyor-Gounty Clerk

Nov 23 3 25 Mt 170

Vol. 839 Page 800

RECOnstants of the state of the st

-1-

VOL 839 PAGE 800

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

BEFORE THE BOARD OF SUPERVISOR

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

13th	oyNovember 1978
0	19
PRESENT: Supervisors Mickey McArdle, Ernest Hayden, G Belcastro and Ray Torrey. Chair	corge Vacker, Mike
None.	man Macket intestating.
COUNTY ADMINISTRATOR: Richard E. Sierck COUNT	Y CLERK: Norma Price
COUNTY COUNSEL: Frank J. DeMarco PURPO	SE OF MEETING: Regular Adjourned
a	
LOWELL L. NOVY & ESTHER M. NOVY - NOTICE OF AGRICULTURAL PRESERVE CONTRACT - CLERK DIRE	F NON-RENEWAL OF ECTED TO RECORD.
It was moved by Supervisor Torrey, see McArdle, that the Clerk is directed to reconnected of Agricultural Preserve Contract of Novy and Esther M. Novy.	ord the Notice of Non-
AYES: Supervisors McArdle, Hayden, Be NOES: None. ABSENT: None.	elcastro and Torrey.
STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ss	
I, Norma Price County Clerk and Ex-Officio Clerk of the Be foregoing to be a full, true and correct copy of the minute order of said Board of	of Supervisors passed on 11-13-78
Witness my hand and the seal of said Board of Supervisors, this <u> </u>	_day of
	NORMA PRICE
	inly Clerk and ex-Officio Clerk of the Board Supervisors of Siskiyou County, Catifornia

Planning Assessor Recorder .

HORMA PRICE
COUNTY CLERK
ESTION COUNTY, CALIFORNIA

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

VOL 839 PAGE 802

Exhibit A - 76019

•	This 1200 c	'ey o' Del 176	eurs e
13000	10865 Co. LICATION FOR AN AGE	DOMESERVE CONTI	llerks () #2
(Include trus encumbrance h separate shee JOONE - J ADPLICANT'S A APPLICANT'S A AGENT FOR NOT	NAME AS RECORDED: st deed or other holders. Use et 1f, necessary) WAME (If other than ADDRESS: FICE: The following	Greenas A 160 g person is hereby design	TA BARBARA
County during writing of ar him:	g the life of this o	otices and communication contract. I will notify ated person or change of MAILING ADDRESS:	y the County in
al .	(Use sepa	ION OF PROPERTY arate sheet 1f cessary)	
Present Agric	cultural Use As: SECONDED CHESUES OF SISKYOU COUNTY CIGHT OFFICIAL RECORDS SISKYOU COUNTY, CALIF.	sessor's Parcel No. 12. 220. 020 12. 230. 030 12. 210. 030	Acreage 166.0 236.0 237.0
• • • • • • • • • • • • • • • • • • • •	FEB 17 2 45 PH '76	12 - 300 - 010 12 - 550 - 070 12 - 170 - 120	390.0 62.5 -0
,,	Vol. 750 Page l	6 12-180-060	10.86
		chg.Total acreage	-forth to a lin
Attached her	ets and made a part I portinent code ce	-hereof as if fully set obtone relating to Gali	fornia tand
the applicat: and correct, incurred to contract and	der penalty of perjion is true and cor I agree to pay to correct the records any and all cost onable attorneys fee	ury that the information rect. If any information the County of Siskiyou concerning the land conf collecting or correct which may be incurred CRS SIGNATURE:	on is not true all the cost nservation ing taxes, alon
I declare und the applicat: and correct, incurred to contract and with a reason	der penalty of perjion is true and cor I agree to pay to correct the records any and all cost onable attorneys fee OWNER/OWNE	ury that the information rect. If any information concerning the land conf collecting or correct which may be incurred that the signature of the state of the sta	on is not true all the cost nservation ing taxes, alon
I declare und the applicat: and correct, incurred to contract and with a reason FOR PLANNING TYPE OF PRES	der penalty of perjion is true and cor I agree to pay to correct the records any and all cost onable attorneys fee OWNER/OWNE DEPARTMENT USE ONL	ury that the information rect. If any information concerning the land conf collecting or correct which may be incurred that the signature of the state of the sta	on is not true all the cost nservation ing taxes, alon in this matter.
I declare und the applicat: and correct, incurred to contract and with a reason FOR PLANNING TYPE OF PRES	der penalty of perjion is true and cor I agree to pay to correct the records any and all cost o nable attorneys fee OWNER/OWNE DEPARTMENT USE ONL ERVE: OPERTY IS WITHIN ON	ury that the information rect. If any information the County of Siskiyou concerning the land conf collecting or correct which may be incurred ERS SIGNATURE: Basket	on is not true all the cost nservation ing taxes, alon in this matter. L. Jend 2.

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 prupose other than the production of
Agricultural commodities for commercial purposes and for
compatible uses as specified in the Resolution establishing
the Agricultural Preserve. The use of the Premises for
agricultural uses and compatible uses shall be subject to
the terms, conditions and restrictions set forth in the
Resolution establishing the Agricultural Preserve. No
buildings or structures shall be erected upon the Premises
except such buildings and structures as are directly related
to authorized uses of the Premises listed in said Resolution
establishing the Agricultural Preserve.

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

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

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

- (b) Except as provided in subdivision (d) of this

 Section 7, when such an action to condemn or acquire less
 than all of a parcel of land subject to this Contract is
 commenced this Contract shall be deemed null and void as
 to the land actually condemned or acquired and shall be
 disregarded in the valuation process only as to the land
 actually being taken, unless the remaining land subject to
 this Contract will be adversely affected by the condemnation,
 in which case the value of that damage shall be computed
 without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS.

The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

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

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

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

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

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

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

6.

EXHIBIT "A"

List Assessor's Parcel Numbers below:
12-220-0201
12 - 230 · C30 ·
12-210-030/
12-280-010
12-5.50-070 1
12-170-120
12-180-0601

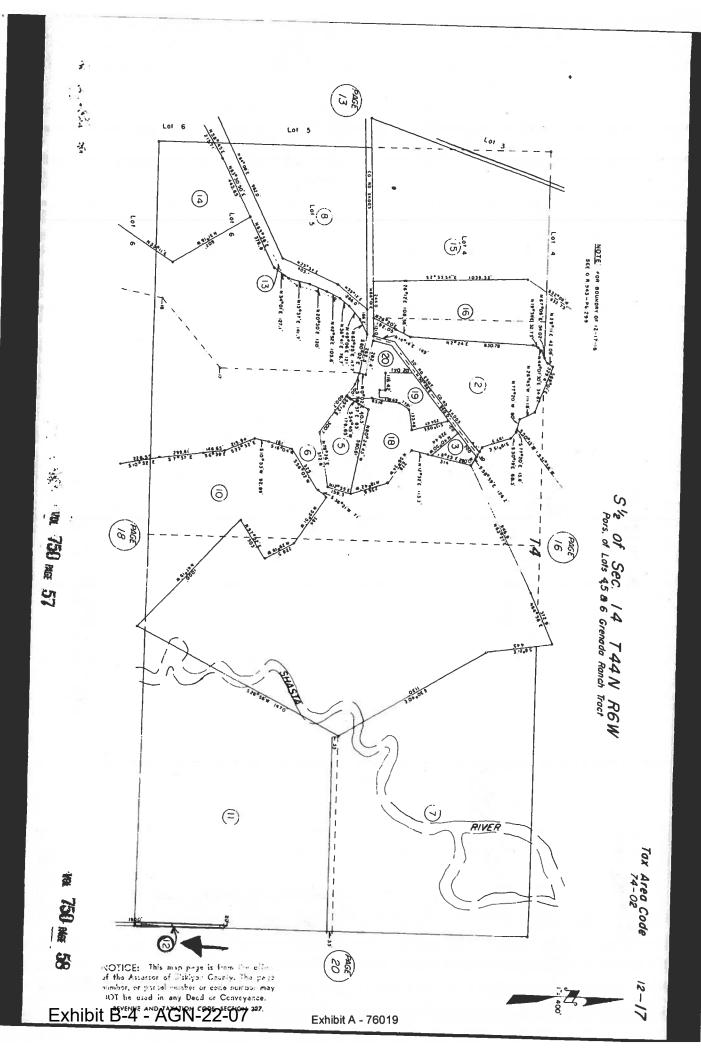
Notice to the Owner shall be addressed as follows:
Jerald J. and Barbara Jenkins
Box 40
Grenada, California 96038
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.
Brain Johnson
- Wartha & Jentons
OWNER
STATE OF CALIFORNIA)) ss.
COUNTY OF SISKIYOU)
On this Arica 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.
Landra Fradesh
Notary Public
My Commission expires: 3-25-77 SAMPRA ENGLISH NOTAE: MICHAEL CALIFORNIA CCUNTY OF SISKIYOU Commission Expires Mer 28, 1979
MOTARY MURIC - CALIFORNIA CCUNTY OF SISKIPOU
ATTEST: COUNTY OF SISKITOU, Board of Supervisors
ATTEST: SAMBRA ENGLISH NOTAET MURIC - CALIFORNIA CCUNTY OF SISKITOU ATTEST: COUNTY OF SISKITOU, Board of
ATTEST: COUNTY OF SISKITOU, Board of Supervisors
ATTEST: COUNTY OF SISKITOU, Board of Supervisors
ATTEST: COUNTY OF SISKITOU, Board of Supervisors Clerk Chairman
ATTEST: COUNTY OF SISKITOU, Board of Supervisors Clerk County of Siskitou, Board of Supervisors Clerk State of California) County of Siskitou) State of California) County of Siskitou) State of California) County of Siskitou) On this //d day of Shaar , 19 76, before me, State of County, personally appeared
ATTEST: COUNTY OF SISKITOU, Board of Supervisors Clerk County of Siskitou Chairman County of Siskitou Chairman County of Siskitou Chairman County of Siskitou State of California State of California On this // day of Siskitou On this // day of Siskitou On this // day of Siskitou County personally appeared known to me to be the Chairman of the Board of Supervisors of Siskitou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
ATTEST: COUNTY OF SISKITOU, Board of Supervisors Clerk Chairman COUNTY OF SISKITOU, Board of Supervisors COUNTY OF SISKITOU, Board of Supervisors STATE OF CALIFORNIA On this // day of Siskitou On this // day of Anton 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

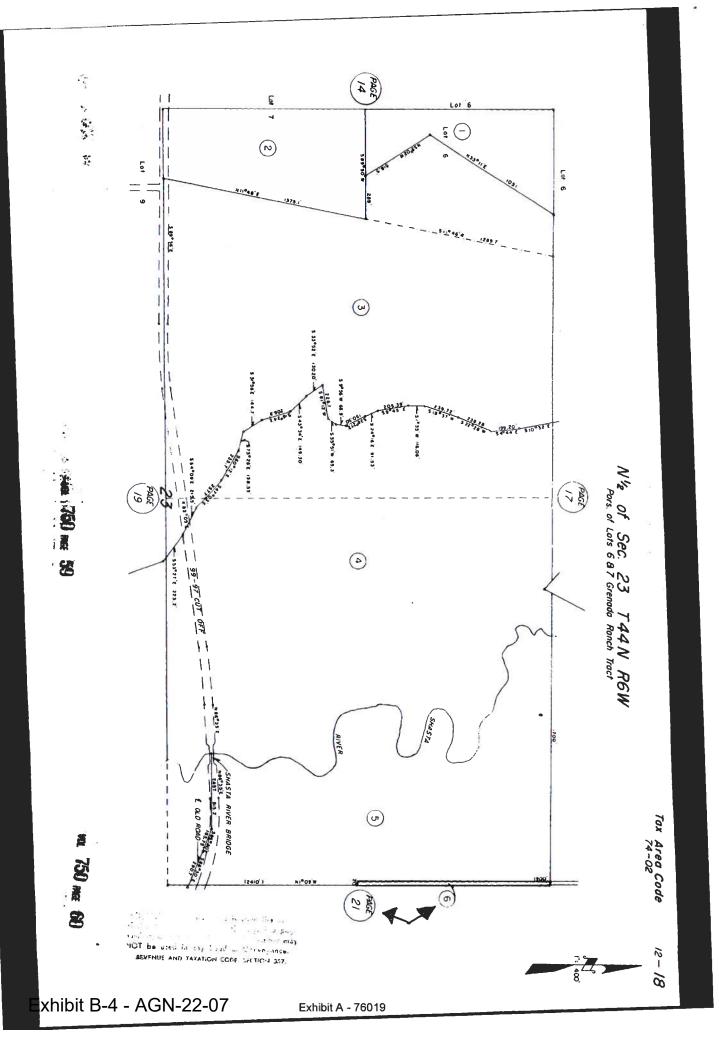
VOL 750 PAGE 55

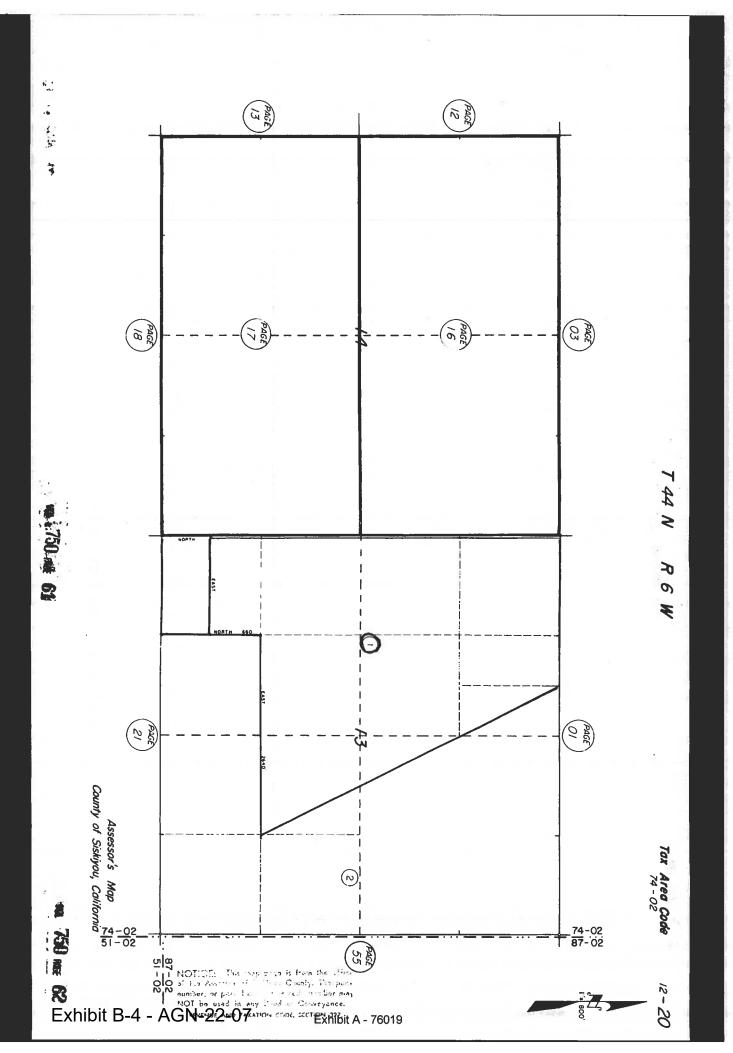
BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

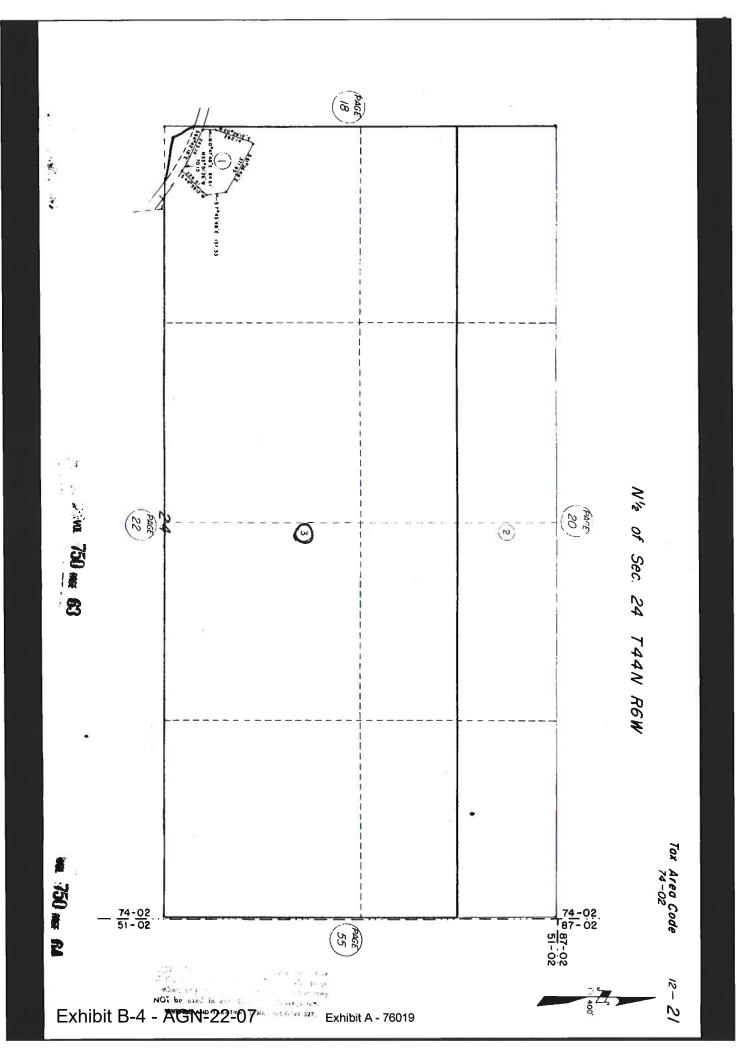
	CETUNDA CATUE KANIA
OWNER'S NAME JERALD J JENKINS ADDRESS CR	
PARCEL NUMBERS 12-220-020 12-230-030	2-210-030 12-200-016
12-550-070 12-170-120 12-180-060	
HOW LONG HAVE YOU OWNED THIS LAND? 19 YEARS	
TYPE OF AGRICULTURAL USE:	
Dry pasture acreage 784	Carrying capacity 35
Irrigated pasture acreage 302	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 OA Type	Production per acre
OTHER INCOME:	
Hunting rights \$ 1.4 per year acres Fish	hing Rights \$per year
Other recreational rights \$ per year type	Mineral rights \$
LAND LEASED FROM OTHERS:	
Name of Owner No	. of acres
Rental fee per acreUse of land	
Terms of lease Lease to	ermination date
Share cropped with others: Crop % to own	nerAcres
LAND LEASED TO OTHERS:	*
Name and address of lessee	
No. of acresRental fee per acre	_Use of land
Terms of lease Lease to	ermination date
Share cropped to others: Crop % to ow	nerAcres
List expenses paid by land owner	
REMARKS ON INCOME, ETC.:	
The above statements are certified by the undersig and this land is used for the intensive production land is used to support the agricultural economy a	of food or fibre, or the nd has public value.
Signed Just Justin Date	SEPT- 12, 1975
Please return this form to the Clerk of the Board Agricultural Preserve application. It is a prerequiaced in the Open Space Agricultural Preserve Lan Siskiyou County Board of Supervisors.	of Supervisors along with your muisite to your property being
Adopted 11-28-72	_

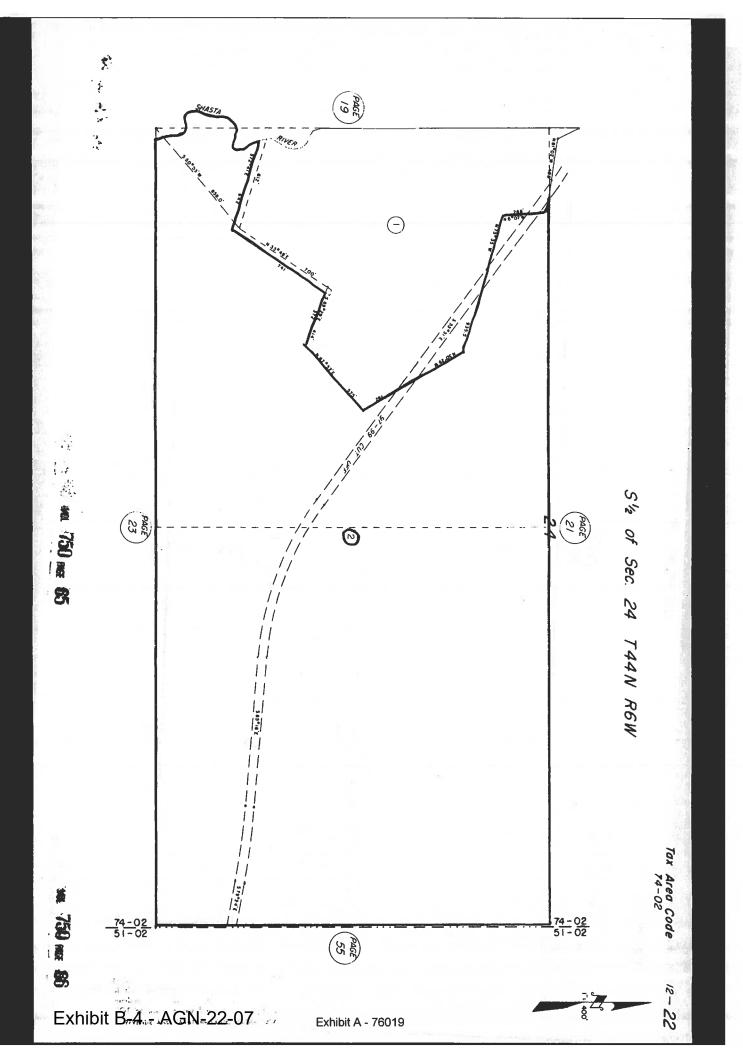
Exhibit A - 76019

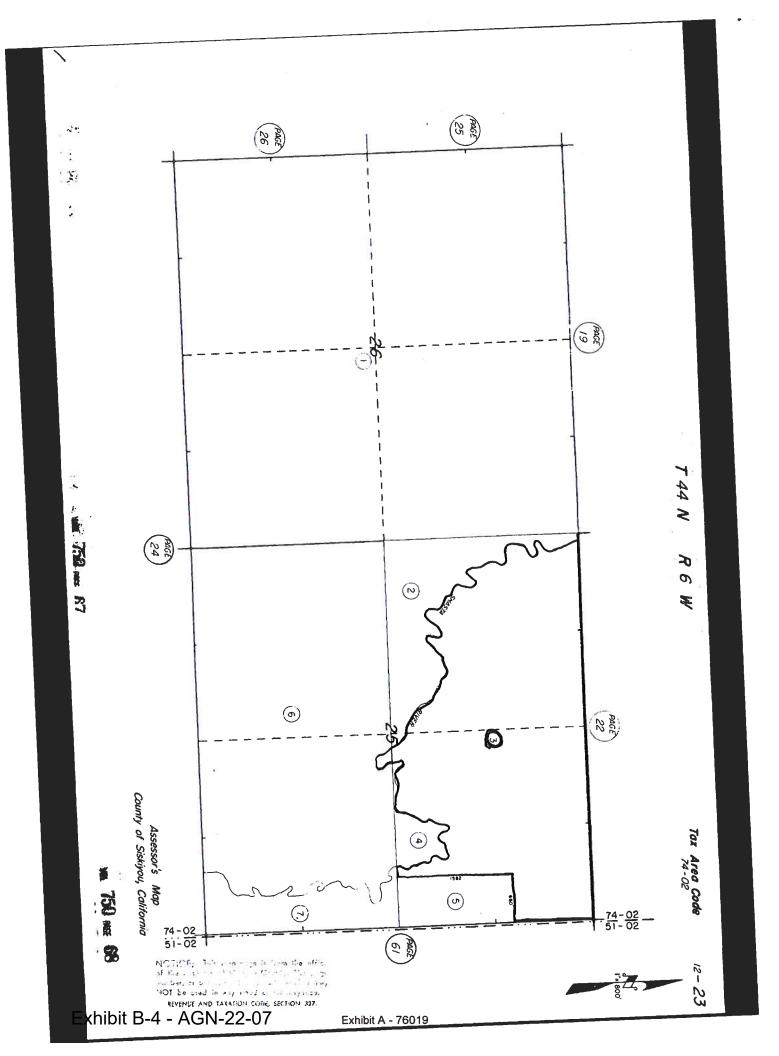


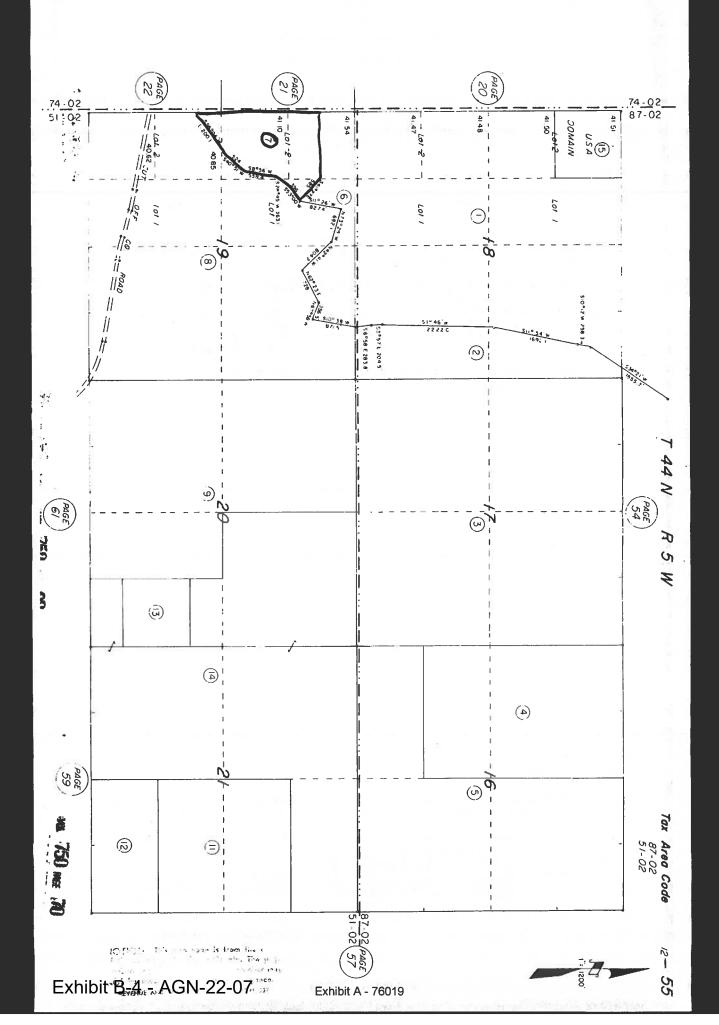












BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

		10th dry February 19 76
PRESENT: Supervisors Belcastro and Ra ABSENT: None.	Ernest Hayden, Harol ay Torrey. Chairman N	d Porterfield, George Wacker, Mike Jacker presiding.
COUNTY ADMINISTRATO	OR: Richard Sierck	COUNTY CLERK: Norma Price
COUNTY COUNSEL: F	Frank DeMarco	PURPOSE OF MEETING: Regular
AGRICULTURA	ADOPTED - APPROVING AC L PRESERVE ESTABLISHED RUARY10, 1976.	GRICULTURAL PRESERVE CONTRACTS IN D BY RESOLUTION NO. 30, BOOK 7,
Porterfield approving a established 1976, is he	, that Resolution No. gricultural preserve of by Resolution No. 30, reby adopted and the O	Correy, seconded by Supervisor 31, Book 7, being a Resolution contracts in agricultural preserve Book 7, adopted February 10, Chairman authorized to sign. Further, eted to record said Contracts.
AYES: NOES: ABSENT: ABSTAINED:	None.	Porterfield and Torrey.
¥0		
STATE OF CALIFORNIA)		
	*	Officio Clerk of the Board of Supervisors, do hereby certify the
		order of said Board of Supervisors passed on 2-19-76
cc: File	and the seal of said Board of Super	visors, this 17th day of February 1976.
Recorde	NORMA PRICOUNTY CLEI	NURSIA PRICE
		By Joanne Sais
		THESE MINUTES ARE SUBJECT TO CHANGE READ TAGE 171

APPLICANT'S NAME (If other than above): APPLICANT'S ADDRESS: RI Bo, 1205 Weel C. AGENT FOR NOTICE: The following person is hereby designate person to receive any and all notices and communications of county during the life of this contract. I will notify the writing of any change of designated person or change of admin: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Present Agricultural Use A	TRACT Ena Salanti Calif 96644 Signated as the cons from Siskiyou fy the County in of address for Siskiyou County End Siskiyou County Clerk SISKIYOU COUNT, CALIF. FEB 17 2 55 PH 76 Vol. 750 Pg. 156 RECORDER FEF no Acreage 64.9 Chartie Land Ion contained in the cost conservation of all the cost conservation of in this matter.
APPLICATION FOR AN REQUIRED TO STATE OF TRACT STORTION COUNTY, CALIFORNIA NORMAPHICALIER OWNER/OWNERS NAME AS RECORDED: A NORMAPHICALIER Include trust deed or other control of the separate sheet if necessary) APPLICANT'S ADDRESS: RI Ro. 1206 Weel C. AGENT FOR NOTICE: The following person is hereby designate person to receive any and all notices and communications of county during the life of this contract. I will notify the writing of any change of designated person or change of and interest of the separate sheet if necessary) DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Pailure and the production 2/-/20-360 Total acreage Attached herete and made a part hereof so if fully on for and corpect, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: Parcel of the property of the County of Siskiyou all incurred and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: Parcel of the property of the County of Siskiyou all incurred to correct the records concerning or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: Parcel of the property of the County of Siskiyou all incurred to correct the records concerning the land conserved to control and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: Parcel of the property of the County of Siskiyou all incurred to correct the records concerning the land conserved to the property of the property of the property of the property of the	TRACT Ena Salanti Calif 96644 Signated as the cons from Siskiyou fy the County in of address for Siskiyou County End Siskiyou County Clerk SISKIYOU COUNT, CALIF. FEB 17 2 55 PH 76 Vol. 750 Pg. 156 RECORDER FEF no Acreage 64.9 Chartie Land Ion contained in the cost conservation of all the cost conservation of in this matter.
OWNER/OWNERS NAME AS RECORDED: Is made the control of the combon and correct. If any information is and correct, I agree to pay to the County of Sisklyou all incurred to correct the records concerning the land conservation and correct. If agree to pay to the County of Sisklyou all incurred to correct the records concerning the land conservation and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or corr	ena Salanti colf 96644 signated as the cons from Siskiyou fy the County in of address for Siskiyou County Clerk OFFICIAL PECONDS SISKIYOU COUNTY, CALIF. FEB 17 2 55 PH '76 Vol. 750 Pg. 156 Clarate in a lieute in the cost conservation of the cost conservation of in this matter.
DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Present Agricultural Use Assessor's Parcel No. Parlure and hay prederies Total acreage Attached horets and made a part hereof as if fully set for and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: PROPERTY OWNER/OWNERS SIGNATURE: PROPERTY OWNER/OWNERS SIGNATURE: PROPERTY OWNER/OWNERS SIGNATURE: PROPERTY OWNER/OWNERS SIGNATURE: Property of PRESERVE:	signated as the cons from Siskiyou fy the County in of address for **MEDIATED AT AFFLUEST OF SISKIYOU COUNTY CALIF.* TES 7 2 55 PM '76
APPLICANT'S NAME (If other than above): APPLICANT'S ADDRESS: RI Bo; 1205 Weel C. AGENT FOR NOTICE: The following person is hereby designate person to receive any and all notices and communications of County during the life of this contract. I will notify the writing of any change of designated person or change of adhim: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Present Agricultural Use Assessor's Parcel No. Attached herete and made a part hereof as if fully seferand sepice of pertinent code sections relating to Saliform Concernation is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: Payment of the property of the property of the county	signated as the cons from Siskiyou fy the County in of address for **MEDIATED AT AFFLUEST OF SISKIYOU COUNTY CALIF.* TES 7 2 55 PM '76
APPLICANT'S NAME (If other than above): APPLICANT'S ADDRESS: RI Bo; 1205 Weel C. AGENT FOR NOTICE: The following person is hereby designate person to receive any and all notices and communications of County during the life of this contract. I will notify the writing of any change of designated person or change of adhim: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Present Agricultural Use Assessor's Parcel No. Attached herete and made a part hereof as if fully seferand sepice of pertinent code sections relating to Saliform Concernation is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: Payment of the property of the property of the county	signated as the cons from Siskiyou fy the County in of address for **MEDIATED AT AFFLUEST OF SISKIYOU COUNTY CALIF.* TES 7 2 55 PM '76
APPLICANT'S NAME (If other than above): APPLICANT'S ADDRESS: RI Bo; 1205 Weel C. AGENT FOR NOTICE: The following person is hereby designate person to receive any and all notices and communications of County during the life of this contract. I will notify the writing of any change of designated person or change of adhim: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Present Agricultural Use Assessor's Parcel No. Attached herete and made a part hereof as if fully seferand sepice of pertinent code sections relating to Saliform Concernation is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: Payment of the property of the property of the county	signated as the cons from Siskiyou fy the County in of address for **MEDIATED AT AFFLUEST OF SISKIYOU COUNTY CALIF.* TES 7 2 55 PM '76
AGENT FOR NOTICE: The following person is hereby designat person to receive any and all notices and communications of County during the life of this contract. I will notify the writing of any change of designated person or change of admin: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) DESCRIPTION OF PROPERTY (Use separate sheet if necessary) RECORD Present Agricultural Use Assessor's Parcel No. Pailur and the prediction of the information control of perturbation of the application is true and correct. If any information is and correct, I agree to pay to the County of Sisklyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: TYPE OF PRESERVE:	ignated as the cons from Siskiyou. If the County in of address for Siskiyou County in of address for Siskiyou County Clerk OFFICIAL PECONOS SISKIYOU COUNTY CALIF. FEB 17 2 55 PH '76 Vol. 750 Pg. 156 RECORDER FEE : no Acreage 44.9 Acreage 44.9 Acreage 100 contained in thion is not true all the cost conservation of the contained in this matter.
AGENT FOR NOTICE: The following person is hereby designat person to receive any and all notices and communications of County during the life of this contract. I will notify the priting of any change of designated person or change of admim: DESIGNATED AGENT: DESCRIPTION OF PROPERTY (Use separate sheet if necessary) RECOR Present Agricultural Use Assessor's Parcel No. Pailure and his prodection 21-12c-36co Total acreage Attached herets and made a part hereof as if fully est for and copies of pertinent code sections relating to Californ Generation is true and correct. If any information of the application is true and correct. If any information is and application is true and correct. If any information is and application is true and correct. If any information is and application is true and correct. If any information is and application is true and correct. If any information is and correct, if any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: TYPE OF PRESERVE:	ignated as the cons from Siskiyou. If the County in of address for Siskiyou County in of address for Siskiyou County Clerk OFFICIAL PECONOS SISKIYOU COUNTY CALIF. FEB 17 2 55 PH '76 Vol. 750 Pg. 156 RECORDER FEE : no Acreage 44.9 Acreage 44.9 Acreage 100 contained in thion is not true all the cost conservation of the contained in this matter.
DESCRIPTION OF PROPERTY (Use separate sheet if necessary) Present Agricultural Use Assessor's Parcel No. Pailure and hisy predection Total acreage Attached horses and made a part hereof as if fully set for and explose of pertinent code sections relating to Californ Conservation Sontracts. I declare under penalty of perjury that the information co the application is true and correct. If any information in and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in towners of the presence o	STENDER FEE TO Acreage 64.9 Acreage 64.9 Acreage 100 contained in this matter.
DESCRIPTION OF PROPERTY (Use separate sheet if necessary) RECOR Present Agricultural Use Assessor's Parcel No. PasTure and hisy predaction 21-120-360 Total acreage Attached herete and made a part hereof as if fully set for and copies of pertinent acids continue relating to Californ Generation Sentracts. I declare under penalty of perjury that the information conte application is true and correct. If any information i and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercentract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE:	RECORDER FEE : no Acreage 64.9 Acreage 100 contained in the cost conservation eting taxes, along in this matter.
(Use separate sheet if necessary) RECOR Present Agricultural Use Assessor's Parcel No. PasTure and his production 2/-/20-360 Total acreage Attached herets and made a part hereof as if fully set for and sepice of pertanets odds sections relating to Californ Conservation Contracts. I declare under penalty of perjury that the information conthe application is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: Type OF PRESERVE: Type OF PRESERVE:	Acreage 64.9 Acreag
Present Agricultural Use Assessor's Parcel No. PasTure and Pay predaction 21-120-360 Total acreage Attached herets and made a part hereof as if fully set for and explose of partinent code scotions relating to Californ Conservation Contracts. I declare under penalty of perjury that the information conthe application is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:	Acreage 4.4.9 Acreage 4.4.9
Total acreage Attached horots and made a part hereof as if fully set for and sopies of partinent sode scottons relating to Californ Conservation Sentracts. I declare under penalty of perjury that the information conthe application is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: TYPE OF PRESERVE: TYPE OF PRESERVE:	Acreage 64.9 64.9 ct forth is a list lion contained in the cost conservation cting taxes, along in this matter.
Total acreage Attached horoto and made a part hereof as 1f fully set for and espice of pertinent code sections relating to Saliforn Concervation Sentracts. I declare under penalty of perjury that the information co the application is true and correct. If any information i and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: TYPE OF PRESERVE: TYPE OF PRESERVE:	dy. 9 dy. 9 defeath is a lieuted in the cost conservation can taxes, along in this matter.
Attached herets and made a part hereof as if fully set for and explose of pertinent code sections relating to Californ Concervation Contracts. I declare under penalty of perjury that the information co the application is true and correct. If any information i and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in towner/Owners Signature: Owner/Owners Signature: Type Of Preserve:	defeath is a lieber of the lie
Attached horses and made a part hereof as if fully set for and copies of pertinent code continue relating to Californ Conservation Contracts. I declare under penalty of perjury that the information co the application is true and correct. If any information i and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the County of Siskiyou all incurred and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the County of Siskiyou all incurred and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the County of Siskiyou all incurred in the County of Siskiyou all incurred to correct the records concerning the land conservation. OWNER/OWNERS SIGNATURE:	ion contained in tion is not true all the cost conservation tring taxes, along in this matter.
I declare under penalty of perjury that the information contrestion is true and correct. If any information is and correct, I gare to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: TYPE OF PRESERVE: TYPE OF PRESERVE:	ion contained in tion is not true all the cost conservation tring taxes, along in this matter.
I declare under penalty of perjury that the information co the application is true and correct. If any information i and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land conser contract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in to OWNER/OWNERS SIGNATURE: OWNER/OWNERS SIGNATURE: FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:	ion contained in tion is not true all the cost conservation ting taxes, along in this matter.
the application is true and correct. If any information is and correct, I agree to pay to the County of Siskiyou all incurred to correct the records concerning the land consercontract and any and all cost of collecting or correcting with a reasonable attorneys fee which may be incurred in the County of Preserve: Type OF Preserve:	tion is not true all the cost conservation cting taxes, along in this matter.
FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:	C. Platt
FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:	Ly & Platt
FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:	<u> </u>
TYPE OF PRESERVE:	
TYPE OF PRESERVE:	
	s No_
PRESENT ZONING:PRESENT GENERAL PLAN DESIGNAT	
THE PROPERTY OF THE PROPERTY O	

TORM APPROVED

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 prupose other than the production of

Agricultural commodities for commercial purposes and for

compatible uses as specified in the Resolution establishing

the Agricultural Preserve. The use of the Premises for

agricultural uses and compatible uses shall be subject to

the terms, conditions and restrictions set forth in the

Resolution establishing the Agricultural Preserve. No

buildings or structures shall be erected upon the Premises

except such buildings and structures as are directly related

to authorized uses of the Premises listed in said Resolution

establishing the Agricultural Preserve.

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

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

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

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

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

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

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

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

6.

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 Mortherly 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 " 77°38'50" U 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 385.52 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' V 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" V 60.0 feet more or less to the Southerly line of the County Road; thence ? 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 Mortherly line of the Southern Pacific Transportation Company 200 foot strip; thence Easterly along the Mortherly line of said 200 foot strip to the point of beginning.

VOL 750 PAGE 164

vol. 705 race 289

EXHIBIT "A"

	120-360				
					
					
-					
				·	
					
	** *				
					
				 -	
			-		

Notice to the Owner shall be addressed as follows:	
Faymend C. Platt	
FT 1 BOX 1205	
Weed, Cal, + 96-14	
IN WITNESS WHEREOF the Owner and the County have	
executed this Contract on the day first above written.	
Reverly & Platt	
Generly & Platt	
OWNER	
STATE OF CALIFORNIA)	
) ss.	
COUNTY OF Siskiyou)	
On this <u>llth</u> day of <u>September</u> , 19 75, before me, <u>Anita A. Lambdin</u> , a Notary Public, in and for said <u>Siskiyou</u> County, person	
Defore me, Anita A. Lambdin , a Notary	~11v
appeared Payment C Platt and Reverly 7 Platt	ally
appeared Raymond C. Platt and Beverly J. Platt known to me to be the person s whose names are	
subscribed to the within instrument, and acknowledged to me	
that they executed the same.	
OFFICIAL SEAL	
ANITA A LAMPDIN !!	
NOTARY PUBLIC - California PRINCIPAL OFFICE IN A Scandal	
PRINCIPAL OFFICE IN	
SISKIYOU COUNTY Notary Public My Commission Expires June 11, 1977	
My Commission expires: June 11, 1977	
ATTEST: COUNTY OF SISKIYOU, Board of	
Supervisors	
Supervisors	
Starring Tues	
Clerk	
STATE OF CALIFORNIA)	
) ss.	
COUNTY OF SISKIYOU)	
On this 11th day of Silvany, 1976, b	efor
me, horsect f Amkson a Notary Public, in and for	,
said Aukuma County, personally appeared	
thoras Wasker known to me to be the Chai	rmar
of the Board of Supervisors of Siskiyou County whose name i	S
subscribed to the within instrument, and acknowledged to me	
that he executed the same.	
CONTROL OF THE CONTRO	
OFFICIAL SEAL FORREST R. SIMPSON	
NOTARY PUBLIC - CA IFORNIA CONTROL NEW TOTAL	
SISKIYOU COUNTY Notary Public	
Commission Expires Nov. 23, 1977	
Beginning a series of the second of the seco	
My Commission Expires: Nov. 23, 1977	
vol 750 PAG	.1R
ratio	にエい

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 // day of Safation, 1925
DATED: This // day of Sufficient, 1975
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.
Juste Jankson. Notary Public
My Commission Expires: June 11, 1977

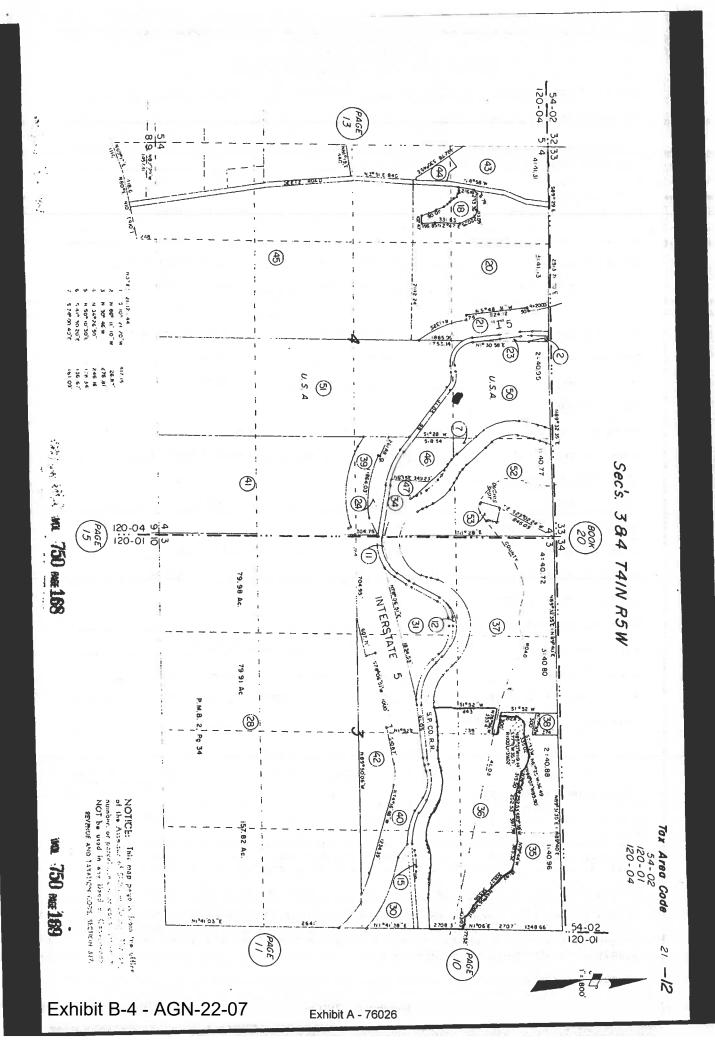
COTICIAL STAL

ATT A TOTAL TOTAL

Colifornia

IN

My Connistra 1: 1977



BOARD OF SUPERVISORS COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE

	MANUELLE NAME POLICE PLANTED TO THE STREET OF THE STREET O
	OWNER'S NAME Raymand C. Platt ADDRESS RT / 130x /205
	PARCEL NUMBERS 21-120-360
	HOW LONG HAVE YOU OWNED THIS LAND?
	TYPE OF AGRICULTURAL USE:
	Dry pasture acreageCarrying capacity
*	Irrigated pasture acreage 63 Carrying capacity 65 11.
	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 OwnerNo. of acres
	Rental fee per acreUse of land
	Terms of lease Lease termination date
	Share cropped with others: Crop% to ownerAcres
	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
a 7	REMARKS ON INCOME, ETC.: REMARKS ON INCOME,
	Signed Royal C. Pl. St 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

xhibit B-4 - AGN-22-07 Exhibit A - 76026 VOL 750 PAGE 167

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding. ASSEMI: 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 FEBRUARY10, 1976. It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve centracts in agricultural preserve established by Resolution No. 30, Book 7, adopted Pebruary 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. NOSS: None. ABSTAINED: Supervisor Belcastro. SIAIE OF CALIFORNIA) COUNTY OF SISKIYOU 155 1. NORMA PRICE County Clerk and Ex-Officia Clerk of the Boord of Supervisors, do hereby certify the foregoing to be of full, true and correct copy of the minute order of soid Boord of Supervisors possed on 2-10-75. Winess my hand and the seel of soid Boord of Supervisors possed on 2-10-75. Winess my hand and the seel of soid Boord of Supervisors possed on 2-10-75. NORMA PRICE COUNTY CLERK COUNTY CLERK LEGOR COUNTY CLERK LE			10th fry Februa	ry 19 76
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 FEBRUARY10, 1976. It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve established by Resolution No. 30, Book 7, adopted February 10, 1976, is horeby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts. AVES: Supervisors Hayden, Porterfield and Torrey. NOSE: None. ABSTAINED: Supervisor Belcastro. Siate Of California) COUNTY OF SISKIYOU) 50 I. NORMA PRICE County Clerk and Ex-Officia Clerk of the Boord of Supervisors do hereby certify the foregoing to be a full true and correct copy of the minute order of said Board of Supervisors possed on 2-10-76 Wilness my hand and the seel of said Board of Supervisors, this 17th. day of February 1926. CC: File NORMA PRICE COUNTY CLERK SUPERVISOR REQUISITION TO COUNTY ADMINISTRATOR REQUISITION COUNTY ADMINISTRATOR. NORMA PRICE COUNTY CLERK SUPERVISOR REQUISITION COUNTY, CALIFORNIAN County Clerk and Ex-Difficial Clerk of the Board of Supervisors possed on 2-10-76. NORMA PRICE COUNTY CLERK County Clerk and Ex-Difficial Clerk of the Board of Supervisors possed on 2-10-76.	DOCCENT CONTRACTOR TO			
RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADDPTED FEBRUARY10, 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 Pebruary 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. ABSTAINED: Supervisor Belcastro. STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ** NORMA PRICE	Belcastro and Ray 7	nest Hayden, Harold Porrey. Chairman Wa	Porterfield, George Wacker presiding.	cker, Mike
RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY10, 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 Pebruary 10, 1976, is hereby adopted and the Chairman authorized to sign. Purther, the Clerk is authorized and directed to record said Contracts. AYES: Supervisors Hayden, Porterfield and Torrey. ANES: Supervisors Hayden, Porterfield and Torrey. ABSTAINED: Supervisor Belcastro. STATE OF CALIFORNIA) COUNTY OF SISKIYOU 1 25 NORMA PRICE	COUNTY ADMINISTRATOR:	Richard Sierck	COUNTY CLERK: Norma	Price
AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY10, 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. NORS: None. ABSENT: None. ABSENT: None. ABSENT: None. ABSTAINED: Supervisor Belcastro. SIGNED SUPERVISOR BELCASTRO. SIGNED SUPERVISOR BELCASTRO. SIGNED SUPERVISOR SUPERVISOR SUPERVISORS, do hereby certify the foregoing to be of full, true and correct copy of the minute order of said Boord of Supervisors, based on 2-10-16. Witness my hand and the seel of said Boord of Supervisors passed on 2-10-16. NORMA PRICE COUNTY CLERK SUPERVISOR SUPERVISORS CONTRACT SUPERVISORS SUPERVISORS PRESENTED SUPERVISORS. NORMA PRICE COUNTY CLERK SUPERVISORS SUPERVISORS FOR SUPERVISORS SUPERVISORS SUPERVISORS SUPERVISORS PASSED ON 2-10-16. NORMA PRICE COUNTY, CALIFORNIA	COUNTY COUNSEL: Fran	ık DeMarco	PURPOSE OF MEETING	Regular
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 19, 1976, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts. ARES: Supervisors Hayden, Porterfield and Torrey. NOES: None. ABSENT: None. ABSENT: None. ABSTAINED: Supervisor Belcastro. SIATE OF CALIFORNIA) COUNTY OF SISKIYOU) 55 NORMA PRICE County Clerk and Ex-Officia Clerk of the Boord of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Boord of Supervisors passed on 2-10-76. Witness my hand and the seal of said Boord of Supervisors, this 17th doy of February 1976. CC: File NORMA PRICE COUNTY CLERK County Clerk are re-Office Clerk of the Boord of Supervisors passed on 2-10-76. NORMA PRICE	AGRICULTURAL P	RESERVE ESTABLISHED	ICULTURAL PRESERVE CONT BY RESOLUTION NO. 30, E	RACTS IN
NOES: None. ABSTAINED: Supervisor Belcastro. STATE OF CALIFORNIA) COUNTY OF SISKIYOU) 55 I. NORMA PRICE County Clerk and Ex-Officia Clerk of the Board of Supervisors, do heraby certify the foregoing to be a full, true and correct capy 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. doy of February 1976. CC: File NORMA PRICE COUNTY CLERK NORMA PRICE COUNTY CLERK NORMA PRICE COUNTY CLERK NORMA PRICE COUNTY CLERK NORMA PRICE COUNTY CALIFORNIA	Porterfield, to approving agri- established by 1976, is hereb	hat Resolution No. 3 cultural preserve co Resolution No. 30, y adopted and the Ch	 Book 7, being a Resontracts in agricultural Book 7, adopted Februar airman authorized to si 	lution preserve y 10,
STATE OF CALIFORNIA) COUNTY OF SISKIYOU) 55 I. NORNA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th. day of February 1976. CC: File NORMA PRICE NORMA DRICE CUITTY CLERK County Chis are or Office Clerk of the Board of Supervisors, which is the Board of Supervisors and Supervisors are or Office Clerk of the Board of Supervisors are of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the Board of Supervisors are or Office Clerk of the B	NOES: NO ABSENT: NO	ne. ne.	rterfield and Torrey.	
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso	ABSTAINED: SU	pervisor Belcastro.		
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso	70			
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
NORMA PRICE County Clerk and Ex-Officia 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 2-19-76. Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976. CC: File NORMA PRICE NORMA PRICE County Clerk and ex Officia Clerk of the Board of Supervisors of Superviso				
toregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-19-76 Witness my hand and the seal of said Board of Supervisors, this 17th day of February 1976 CC: File NORMA PRICE COUNTY CLERK OUNTY CLERK Supervisors of Sirkiyou County, California	•			
CC: File NORMA PRICE NORMA PRICE COUNTY CLERK Of Supervisors of Siskiyou County, California	I, NORMA PRIC	CE, County Clerk and Ex-Ofl nd correct copy of the minute or	ficia Clerk of the Board of Supervisor der of said Board of Supervisors pas	s, do hereby certify the sed on 2-19-76
NORMA PRICE NORMA PRICE COUNTY CLERK COUNTY CLERK Of Supervisions of Singligon County, Collegend	Witness my hand and t	the seal of said Board of Supervi	sors, this 17th day of Feb	ruary 1976
COUNTY CLERK County Chirk and on Officer Clerk of the Board of Supervisions of Supervisions of Sistingen County, California			Q .	
TICKIYOU COUNTY, CALIFORNIAS	Mecorder	1 - C - C - C - C - C - C - C - C - C -	County Clark and ex Officia	
		SISKIYOU COUNTY, CALIFO	DRNIAZ	Caunty, Colifornia

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

	15296	Clarks Cay
APPLICATION FO	OR AM AGRICULTURAL PRESERV KIYOU COUNTY, CALIFORNIA	
or about acca or	Use ssary) FRANK TRUTT	RP + LIKEN V S
APPLICANT'S ADDRESS:	T 1 Box 1118, GRE	NADA CAL 960
GENT FOR NOTICE: The person to receive any a county during the life	following person is hereband all notices and commun of this contract. I will of designated person or ch	y designated as the leations from Sisking notify the County
DESIGNATED AGENT:	SAME MAILIN ADDRES	•
	DESCRIPTION OF PROPERTY (Use separate sheet if necessary)	
Present Agricultural Us	se Assessor's Parcel N	o. Acreage
HAY + GRAZING	12-270-281	35,4
- Slakiyou C	County Clerk	
Copicinil Re	The complete way to	
Ft.:.	77.16	
Vol. 810, Page 3		25.4
a a. "	No Charge Total acreage	33,4
	Company of the second s	
the application is true and correct, I agree to incurred to correct the contract and any and al with a reasonable attor	y of perjury that the info e and correct. If any info pay to the County of Sis e records concerning the ll cost of collecting or c rneys fee which may be incommended.	ormation is not tru kiyou all the cost and conservation orrecting taxes, al arred in this matte
FOR PLANNING DEPARTMENT	r use only:	
FYPE OF PRESERVE:		
THE ABOVE PROPERTY IS V	WITHIN ONE MILE OF A CITY:	YesNo
PRESENT ZONING:	PRESENT GENERAL PLA	
		FORM APPROVED
	This.	2 and day of Sele, 19. 1
		County Causel
	010 00A	ISKIYOU COUNTY, CALIFORNIA
B-4 - AGN-22-07	EXHIBIT A 7803464	ISKIYOU COUNIT, CAUPUKNIA

Exhibit B-4 - AGN-22-07

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS.

The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

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

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

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

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

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

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

6.

EXHIBIT "A"

281					
	3=				
	11				
					-
					-
			1 5		
7 2 2 2 1					
 74					
 · · · · · · · · · · · · · · · · · · ·					
				0.7	
 	·	20			
				9	٧_
N					
			6		

vol. 810 PAGE 372

** * * * * *

Notice to the Owner shall be addressed as follows: CHESTER L. SHARP IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written. OWNER STATE OF CALIFORNIA COUNTY OF 5:3k: you on this 37th day of before me, H2AH, ZR Hanlor Public, in and for said County, persons appeared County persons known to me to be the person whose name 3 subscribed to the within instrument, and acknowledged to me County, personally that they executed the same. My Commission expires: TATTESHORMA PRICE COUNTY OF SISKIYOU, Board of COUNTY CLERK Supervisors SISKIYOU COUNTY, CALIFORNIA STATE OF CALIFORNIA COUNTY OF SISKIYOU On this Candday of _______, 1973, before ce, freed a Motary Public, in and for Gounty, 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. ACCEPTATION AND ALVAND OFFICIAL SEAL FORREST R. SIMPSON Notary Public NOTARY PUBLIC - CALIFORNIA SISKIYOU COUNTY Commission Exp. Nov. 23, 1981 Ey Commission Expires: VOL _ 810 PAGE 373

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	y of October	, 19_77
		N 4870	
	Is	and a Truttmed	ur
0.8		Elmine T. Joi	ne T. Truttman.
334			
*	STATE OF CALIFORNIA	s.	
	COUNTY OF SISKIYOU)		specific
			, 19 ⁷⁷
	On this 13th day of	Octover	Notary Public
1.0	before me, Anita A. Lari	County	nersonally
1	On this 13th day of before me, Anita A. Lamina and for said Sichiyou appeared Frank A Truttman and E.	laine ri firuttian kn	own to me
	to be the persons whose t	ame subscrib	ed to the
•	to be the persons whose the within instrument, and acknowledged	nowledged to me tha	t they
	executed the same.		
	everaged one		
			011-
	\mathcal{L}	Notary Public	Anita A. Jar. oin
	*		
	My Commission Expires:	June 11, 1981	
	My Columbia 1011 21172		es C
AND THE	DESCRIPTION OF THE PROPERTY OF		
11	A ANEXA A LITERARY AND A STATE	15 00000	

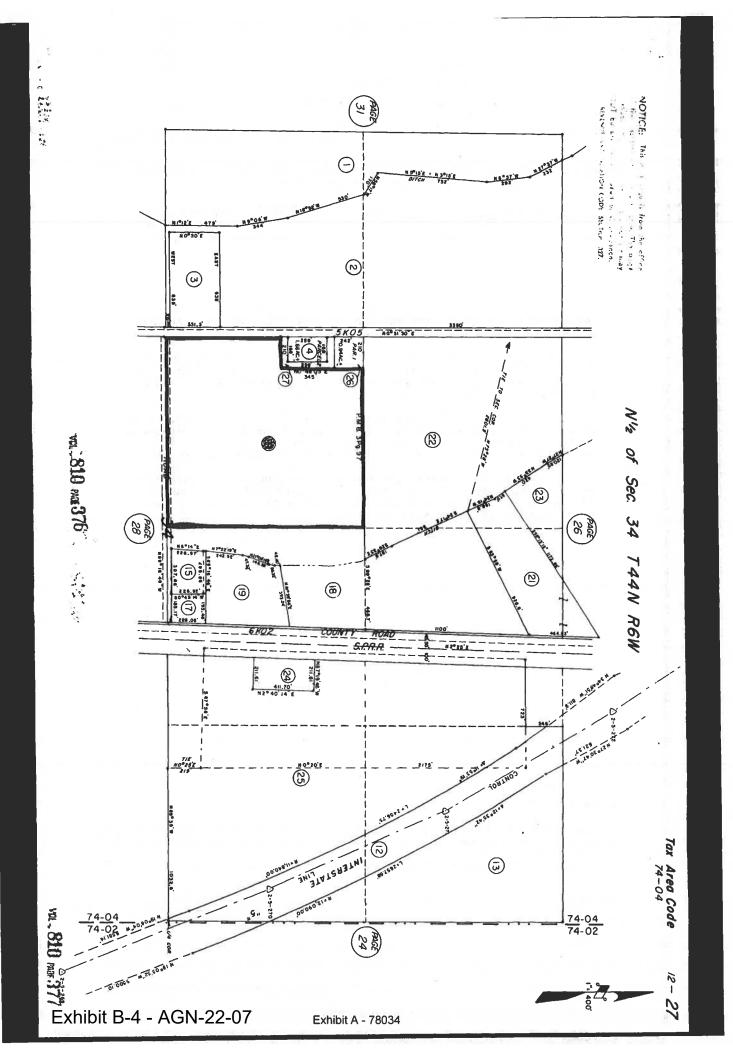
VCL. 810 PAGE 374

AGRICULTURAL PRODUCTION QUESTIONNAIRE

S' MANES HARP CHESTER	Z ADDRESS	T I BOX 1118 GRENADA
RCEL NUMBERS 12-270-281		*8
HOW LONG HAVE YOU OWNED THIS LAN	10? 2 Yes	
TYPE OF AGRICULTURAL USE:	29	
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 #A	Production per acre 7 Tow/10
	. 10	
Row crop acreage	Crops grown	Production per acre
Grazing AUM	Term	Fces paid
Other acreage	Туре	Production per acre
OTHER INCOME:	* * *	
Hunting rights \$ N/A per year	acresF	ishing Rights \$ per year
Other recreational rights \$		
LAND LEASED FROM OTHERS:		
Name of Owner W	A	No. of acres
Rental fee per acre		
Terms of lease	Lease	termination date
Share cropped with others: Crop	5 % to	ownerAcres
LAND LEASED TO OTHERS:	368 K	¥
Name and address of lessee	NA	. a
No. of acres Rental fe	ee per acre	Use of land
Terms of lease	Lease	termination date
Share cropped to others: Crop	to	ownerAcres
List expenses paid by land owner	r	
REMARKS ON INCOME, ETC.:		
		¥
The above statements are certified and this land is used for the inland is used for the agri	ntensive producti icultural economy	on of food or fibre, or the and, has public value.
signed health 1 1	Dat	c 9/30/77
please return this form to the	Clerk of the Boar on. It is a prer ltural Preserve G	d of Supervisors along with your equisite to your property being
Adopted 11-28-72		$_{ m VCL}$ $_{ m L}$ 810 $_{ m MSE}$ 375

Exhibit A - 78034

Exhibit B-4 - AGN-22-07



BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

14	th doy De	ecember	_19 <u>93</u>
PRESENT: Supervisors Clancy Dutra, George Thacker and Jerry Giardino. Chairma ABSENT: None	ray, Ivan You an Young pres	ng, Roger Zwar iding.	nziger
COUNTY ADMINISTRATOR: Michael B. Hanford		Sherrie Benne Cindy Dieter	tt and
COUNTY COUNSEL: Frank J. DeMarco	PURPOSE OF MEE	TING: Regular	
AGRICULTURAL PRESERVE CONTRACT FOR CHE		D JACK ARNOLD	_
Planning Director Robert Sellman Agricultural Preserve Contracts for Ch contain less that the 40 acre minimum Act Contracts, requesting Board direct	ester Sharp a	and Jack Arnol	d
Attorney Gene Fink appeared before Chester Sharp stating a review of Mr. S Contracts shows there has been no chan approval of the Board. Mr. Fink reques	narp's Agricu ge in size si	ltural Preserv	/e
Following discussion, it was mov seconded by Supervisor Giardino and Agricultural Preserve Contracts for Ch are to remain as originally recorded.	unanimously	carried, the	at
STATE OF CALIFORNIA) COUNTY OF SISKIYOU) ss			
1, <u>Lisa Chandler</u> , County Clerk and Ex-Officio C foregoing to be a full, true and correct copy of the minute order of	erk of the Board of S said Board of Super	Supervisors, do hereb visors passed on <u>12</u>	y certify -14-9:
Witness my hand and the seal of said Board of Supervisors,			
cc: File Planning (2)	County Clerk	a Chandler and ex-Officio Clerk of the Bo s of Siskiyou County, Califor	
	Ву		
	•	Deputy Cle	rk

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

CHANGE OF OWNERSHIP

Notice to the Owner si	hall be addressed as follows:
Willis E. Thon	MPSON (New Owner)
13739 Old Mie	stside Rd.
GRENAIN.	PA. 96038
IN WITNESS WHEREOF th	e Owner and the County have
executed this Contract on th	e day first above written.
n) ill	la E. Thomason
Plane	1. Ochon Olan
CARMILA	as y whompson
NEW CW	NER
STATE OF CALIFORNIA)	
COUNTY OF Siskiyou)	•
,	August 19 90
On this 8th day of the undersigned	, a Notary
Public, in and for said appeared ****Willis E. Thompson	and Claudia J. Thompson
known to me to be the person	s whose name sare
that they executed the sa	trument, and acknowledged to me
	O
	at see
	April 16, 1991
My Commission expires:	April 10, 1991
OFFICIAL SEAL IN	
PATENCIA D. FRYER & COLOR DE LA COLOR DE L	
y Countrysion Expires April 16, 1961	
ATTEST:	COUNTY OF SISKIYOU, Board of
	Supervisors
Clerk	Chairman
STATE OF CALIFORNIA)	
) ss.	
COUNTY OF SISKIYOU)	
On thisday of me,	a Notary Public, in and for
saidCour	nty, personally appeared
of the Board of Supervisors subscribed to the within insthat he executed the same.	known to me to be the Chairman of Siskiyou County whose name is strument, and acknowledged to me
/ .	Notary Public
	novaly sublic
Mr Commission Expires:	
/	

PLANNING DEPARTMENT

TELEPHONE: 842-8200

PLANNING DIRECTOR ROBERT W. SELLMAN



County of Siskiyou

PO 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 October 1, 5:00 P.M. of
BOARD OF SUPERVISORSON FEB 1 1984 S No. 8400/399 Current Year
COUNTY OF SISKIYOU Vol Official Records Page/_ Has not been compared with original
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 & DENA M TAWLKS (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None"). DANK of America. Charles Chambers and Cene 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. Grenado 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
Present Agricultural Use Assessor's Parcel No. Acreage HPPLE ORCHARD
HPPLE ORCHARD Total Acreage 20
APPLE ORCHARD
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: Owner/Owners Signature:
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.
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: Owner/Owners Signature:
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: Owner/Owners Signature:
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: OWNER/OWNERS SIGNATURE: POR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE:
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: Dean Landber FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE: THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes No

LAND CONSERVATION CONTRACT

IT IS AGREED by and between the OWNER and the COUN'TY 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 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.

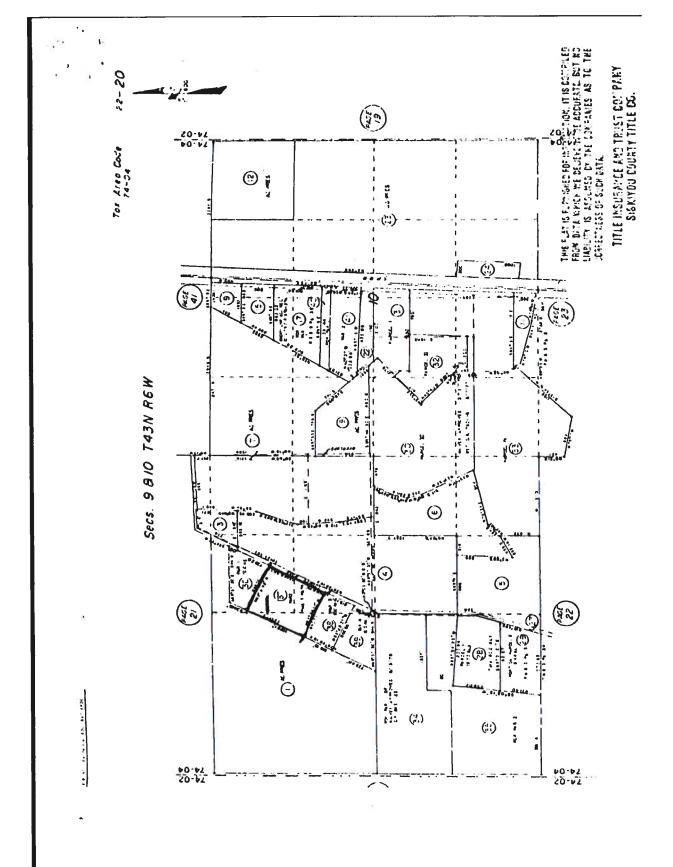
PREAMBLE TO LAND CONSERVATION CONTRACT

WHEREAS, the hereinafter referred to OWNEH 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.



BOARD OF SUPERVISORS COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE

0	01
OWNER'S NAME ALLAN G & Leno M TAWLE ADDRESS 13739 OLD WESTSIDE I	
PARCEL NUMBERS 22-200-370	
HOW LONG HAVE YOU OWNED THIS LAND? 14R (ESCROW closed 10/18/82)	
TYPE OF AGRICULTURAL USE:	
Dry pasture acreage Carrying capacity	
Irrigated pasture acreageCarrying 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 AllM Rorm Rose paid	
Grazing AUM Term Fees paid 120	*
Other acreage Apple TREES Type Various Production per acre 80	POU TO
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 OwnerNo. of acres	
Rental fee per acreUse 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 8 to owner Acres	
List expenses paid by land owner	
When Yull production is reached in 2 more year	
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 War Hamila. Date	i t "
Please return this form to the Clerk of the Board of Supervisors along with Agricultural Preserve application. It is a prerequisite to your property be 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 & Lorna M. THE 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

DESCRIPTION

COUNTY OF)			
On this 30TMay of SEPTEMBE	R 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 1S subscribe	d to the within instrument		
and acknowledged to me that HE executed the same.			
	10		
OFFICIAL CEAL M SOLUS NOTARY PUBLIC - CALIFORNIA SISHIYOU COUNTY	1 Solus		
My comm. expires JUN 12, 1987	Motary Public		

My Commission Expires: JUNE 12, 1987

Exhibit B-4 - AGN-22-07

Exhibit A - 83013

EXHIBIT "A"

22-20-37	
Control of the same of the sam	
1.72	
	1 100 4 10
	= 20 S Liffer (
	12 32 4 X = 1 2 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
2	
-A	
	22 27 11 2 2 30
	A CONTRACTOR OF THE
	¥

BOARD OF SUPERVISORS

COUNTY OF SISKIYOU

84001399

Page / of /7 pages

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT 445 % FILING FEE: \$100 First Parcel + \$5 for Each Additional Parcel for Each Application - NON REFUNDABLE. Separate applications are required if different parcels have different OWNER/OWNERS NAME AS RECORDED: ALLAN G & LENA M TAWLKS (Include trust deed or other encumbrance holders. Use separate APPLICANT'S ADDRESS 13139 OLD WESTSIDE 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 ORCHARD 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: FOR PLANNING DEPARTMENT USE ONLY: TYPE OF PRESERVE: THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes ____ No ___ PRESENT GENERAL PLAN DESIGNATION PRESENT ZONING:

and Skn . Jan. 12.50

Frank De Maris

84001399 Page 2 of 17pages

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.

Siskiyou County Clerk
Siskiyou County Clerk
Sisk
FDS
CALIF
FEB | 8 36 AM '84
#84001399

84001399 rage 3 U1/7 pages

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

Section 4. AUTHORIZED USES. During the term of this

Contract and any and all renewals thereof, the Premises shall

not be used for any prupose other than the production of

Agricultural commodities for commercial purposes and for

compatible uses as specified in the Resolution establishing

the Agricultural Preserve. The use of the Premises for

agricultural uses and compatible uses shall be subject to

the terms, conditions and restrictions set forth in the

Resolution establishing the Agricultural Preserve. No

buildings or structures shall be erected upon the Premises

except such buildings and structures as are directly related

to authorized uses of the Premises listed in said Resolution

establishing the Agricultural Preserve.

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

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

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

- (b) Except as provided in subdivision (d) of this Section 7, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

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

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

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

- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

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

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

84001399 Fage 9 01/7 pages

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

84001399

Page 9 of 17 pages

EXHIBIT "A"

List Assessor's	Parcel Numbers	below:	
22-20-3	7		

<u> </u>		· · · · · · · · · · · · · · · · · · ·	
		~ ~ ~ ~ · · · · · · · · · · · · · · · ·	
			·

STATE OF CALIFORNIA) ss.

COUNTY OF SISKIYOU)

On January 30 , 19 84 , before me, Rae Turbovsky, Deputy
Clerk of the Siskiyou County Board of Supervisors, personally appeared
Norma Frey , 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: January 30, 1984

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

Deputy: Law Jubawsky
Signature
(Seal)

84001399 Page/oof/7pages

Notice to the Owner sha	all be addressed as follows:		
Allan G. Tawlks			
13739 Old Westside Rd.			
Grenada, Ca. 96038			
IN WITNESS WHEREOF the	Owner and the County have		
executed this Contract on the			
Cillan	A Mandles		
- **			
OWN	ER		
STATE OF CALIFORNIA)			
COUNTY OF JISKIGOU) ss.			
On this 29^{m} day of	7		
before me. The commence	, a Notary		
Public, in and for said appeared A.A. G. TAWAY,			
known to me to be the person	whose name		
that He executed the sam			
OFFICIAL SEAL	, , , ,		
H. R. CAMERON NOTARY PUBLIC-CALIFORNIA Principal Office in SISKIYOU County	1. Chama		
My Commission Expires July 5, 1985	Notary Public		
My Commission expires:			
ATTEST:	COUNTY OF SISKIYOU, Board of		
	Supervisors		
\sim Q	A .		
Clark Trice	Challeman Frey		
	V		
STATE OF CALIFORNIA)			
) ss. COUNTY OF SISKIYOU)			
On this day of	, 19, before		
me,	, 19 , before a Notary Public, in and for y, personally appeared		
	known to me to be the Chairman of Siskiyou County whose name is		
subscribed to the within inst	crument, and acknowledged to me		
that he executed the same.			
	Notary Public		
My Commission Expires:			

BOARD OF RUPERVISORS Page // Of/7 pages COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE 84001399

OWNER'S NAME ALLAN G & Long M TAWLMADDRESS 13739 OLD WESTSIDE Rd PARCEL NUMBERS 22-200-370 Grenada Co
HOW LONG HAVE YOU OWNED THIS LAND? 14R (ESCROW closed 10/18/82)
TYPE OF AGRICULTURAL USE:
Dry pasture acreage Carrying capacity
Irrigated pasture acreage Carrying capacity
Dry farming acreageCrops grownProduction 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 Boxes OTHER INCOME: 300 TREES X4 1200.22
Hunting rights \$ per year acres Fishing Rights \$ per year
Other recreational rights \$ per year type Mineral rights \$
LAND LEASED FROM OTHERS:
Name of OwnerNo. of acres
Rental fee per acreUse of land
Terms of 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 Yull 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 Ullan Haulh 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 & LENA M. TAN 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 STATE OF CALIFORNIA) COUNTY OF____ On this 30THay of SEPTEMBER 19 83 a Notary Public before me, M. SOLUS in and for said SISKIYOU County, personally

OFFICIAL CEAL M SOLUS NOTARY PUBLIC - CALIFORNIA SISKIYOU COUNTY
My comm. expires JUN 12, 1987

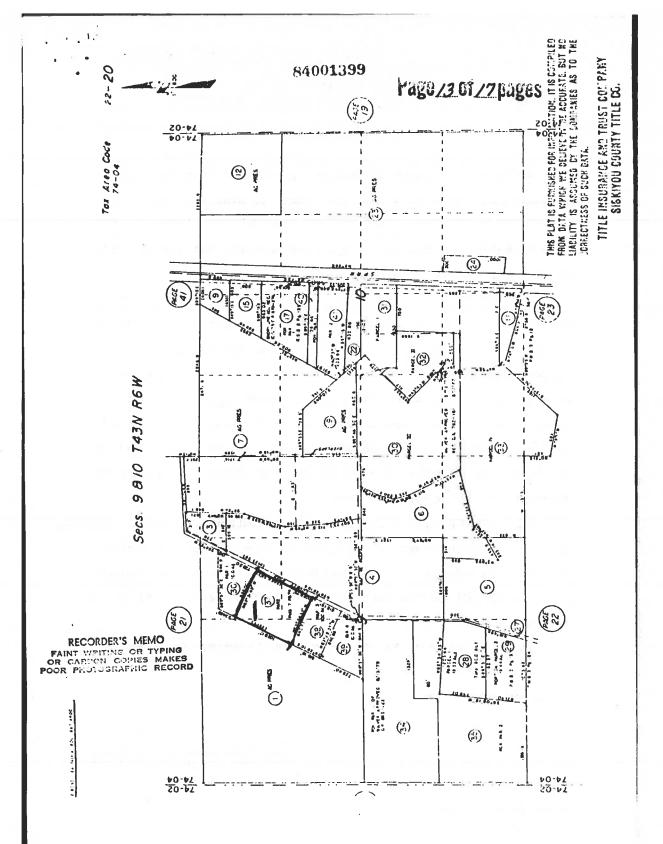
appeared J.A. BURRONE

known to me to be the

My Commission Expires: JUNE 12, 1987

person whose name IS subscribed to the within instrument

and acknowledged to me that HE executed the same.



84001399 FEG9/401/2page

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.

Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By: Deputy

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

ATTEST: January 18, 1984

County Clerk and ex-official Clerk of the Board of Supervisore is and for the County of Sakiyee.

RESOLUTIONS
NO. ______

-133<u>/5-</u>0f<u>/7</u>pages

NEWTON, ALBERT, SR. ET AL P. O. Box 188	22-180-080 22-130-010
Yreka, California 96097	31-340-010 22-110-070
NOAH, WILBUR J. AND FRANCES H. ETAL 8212 Eastside Road	24-190-300 24-190-240
Fort Jones, California 96032	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	22-120-110 22-120-101
Woodbridge, California 95258	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
	23-321-160 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	22-240-100 22-240-110
Gazelle, California 96034	22-250-390

84001	399
-------	-----

Pago/6 of/7 pages

CRECHRIOU, JAMES, ETAL P. O. Box 11 Gazelle, California 96034	22-270-030 22-490-040
TAWLKS, ALLAN G. & LENA M. 13739 Old Westside Road Grenada, California 96038	22-200-370
THOMPSON, WILLIAM C. AND JUANITA 3378 Via Loma Fallbrook, California 96028	13-370-460 13-370-520 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. P. O. Box 202 Macdoel, California 96058	11-250-150 11-250-160

84001399

##1001333 ##100146 | PAGO/7.01 /703g8S

-	-4- J 2 3:- 1	Craft CR (Aug Park)	
		13th day December	19 83
PRESENT: Supervisors	Philip Mattos, Roger	Zwanziger, James Steinhaus,	Norma
ABSENT: None.	Frey and George Thack	ceray. Chairman Frey presidi	ng.
COUNTY ADMINISTRATOR	Richard E. Sierck	COUNTY CLERK: Norma Pri	.ce
COUNTY COUNSEL: F	rank J. DeMarco	PURPOSE OF MEETING: Regul	.ar
RESOLUTION IN AGRICULT 11.	ADOPTED - APPROVING N URAL PRESERVES ESTABLE	EW AGRICULTURAL PRESERVE CONTI	RACTS BOOK
ll, being a	resolution approving	Mattos, seconded by Supervisored, that Resolution No. 272, Renew agricultural preserve correstablished by Resolution No. e Chairman is authorized to se	Book 1-
The pu declared cl	blic hearing on Agricuosed.	ltural Preserve Contracts was	;
	**	*	
*			
			12
			28
CT. TT OF C. 11500111)			
STATE OF CALIFORNIA) COUNTY OF SISKIYOU)	ss		
I NORMA_PRI	TCE Causasi Clark and	Fu Officia Clash of the Basset 15	
. "		Ex-Officio Clerk of the Board of Supervisors, do he ler of said Board of Supervisors passed on <u>12 –</u>	
Witness my hand a	and the seal of said Board of Superv	sors, this 14th day of January	1984
cc-File		J. C. J.	A-12
Planning .		NORMA PRICE County Clerk and ex-Officia Clerk of the	Bogra
		of Topervisors or Session County 23	

Exhibit B-4 - AGN-22-07

Exhibit A - 83013

Law Surbrusky

428

Page | 0134 pag

BOARD OF SUPERVISORS

JAH 23 2 15 PH '89

- 1 - 1- t

#89000876

5157

COUNTY OF SISKIYOU

Fee: No Charge

Filing Deadline: October 1, 5:00 p.m.

of Current Year

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

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

Separate applications are required if different parcels have different lienholders.

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
alfalfa t Frain	3-390-020	100.0
	3-480-010	167.0
	3-470-050	157.0
	3-490-020	104.0

Total Acreage ラブラ

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)

CONTROL Shringle

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.

89000876

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 / , 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 disregard 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.

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, and 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

89000876

EXHIBIT "A"

ist Assessor's Parcel	
3-496-026	
· · · · · · · · · · · · · · · · · · ·	
	
11	

3001 (6/82) (Individual) First American Title Company WITNESS my hand and official seal. personally known to me (or proved to me on the basis of satissaid State, personally appeared *Daniel L. Schroeder and Donna R. Schroeder* STATE OF CALIFORNIA COUNTY OF he/she/they executed the same. scribed to the within instrument and acknowledged to me that factory evidence) to be the person(s) whose name(s) is/are sub-<u>September 30, 1988</u> Siskiyou _,before me, the undersigned, a Notary Public in and for My Commission Expires August 28, 1992 NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SISKIYOU COUNTY OFFICIAL SEAL

(This area for official notarial seal)

STATE OF CALIFORNIA SS.

COUNTY OF SISKIYOU

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 is 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

Signature Signature

(Seal)

89000876

Notice to the Own	er shall be addressed as follows:
Daniel + D	onus Schroeder
Bix 186	a Transaction of Duranting and State of
Mardael	Calit 9605K
	F the Owner and the County have
	The same that th
executed this contract of	n the day first above written.
	n e /
les	ma R. Schooly
<u> Va</u>	nil I Schnode
	OWNER
STATE OF CALIFORNIA	
COUNTY OF	ss.
	,
before me,da	y of, 19,, a NotaryCounty, personally
appeared	
known to me to be the pe	rson whose name instrument, and acknowledged to me
thatexecuted th	e same.
	Notary Public
My Commission expires:	
ATTEST:	COUNTY OF SISKIYOU, Board of
NORMA PRICE, COUNTY CLERK	Supervisors
	All chill
Lesa Chankler	1 hilly White
Clerk	Chairman /
STATE OF CALIFORNIA)	<i>y</i>
	s.
·	
on thisday	of, 19, beforea Notary Public, in and for County, personally appeared
said	County, personally appeared known to me to be the Chairman
of the Board of Supervis subscribed to the within that he executed the sam	ors of Siskiyou County whose name is instrument, and acknowledged to me
	Notary Public
My Commission Expires:	

89000876

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 Americ
Lienholder
Randall E. Pope, Vice President
STATE OF CALIFORNIA) SS. COUNTY OF Sacramento)
On this 28th day of September, 19 88
before me, M. Wlane Satton 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 thathe executed the same.
m Brine Sutton
M. BANE SUTION AN EARLY SUTION AND AN EARLY SUTION AND AN EARLY SUTION MY Commission Expires: My Commission Expires:

Page // of 34 pages 89000876

BOARD OF SUPERVISORS COUNTY OF SISKIYOU AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Papiel & Donn Schrock DDRESS	Box 186					
PARCEL NUMBERS 3-396-020 3-480-010 3	3-470-050 3-490-028					
HOW LONG HAVE YOU OWNED THIS LAND? 15 mm						
TYPE OF AGRICULTURAL USE:						
Dry pasture acreage	Carrying capacity					
Irrigated pasture acreage	Carrying capacity					
Dry farming acreage O Crops grown Production per acre						
Field crop acreage 345 Crops grown If	The Production per acre 4.57					
	2.0.7					
Row crop acreage Crops grown	Production per acre					
Grazing AUM Term						
Other acreageType	Production per acre					
OTHER INCOME:						
Hunting rights \$ per year acres Fis	shing Rights \$ per year					
Other recreational rights \$ per year type	Mineral rights §					
LAND LEASED FROM OTHERS:						
Name of Owner No	o. of acres					
Rental fee per acreUse of land						
Terms of lease Lease	termination date					
Share cropped with others: Crop & to ou						
LAND LEASED TO OTHERS:						
Name and address of lessee						
No. of acres Rental fee per acre						
Terms of lease Lease						
	wnerAcres					
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 Laniel Schrund 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 MICHAEL C. MILLER 601 Main Street, Suite 210 Klamath Falls CR 97601-6007 89000876 field 2 19 PH '07 AND WHEN RECORDED MAIL TO #88001809 MICHAEL C. MILEER 601 Main Street; Suite 210 Klamath Falls OR 97601-6007 88001809 SPACE ABOVE THIS LINE FOR RECORDER'S USE -----SHRIN AMENDED DEED COMPLIED ON FITE VALLE OF PROPERTY CONVEYED. .
DISCOMPLIED ON FITE VALLE DESS FRANCISCO
ENTERNAL SERVICION OF THE OF SALE
UP of the basin. Name DANIEL LEE SCHROEDIR DONNA RAE SCHROEDE & Macdoel CA 96058 00 868 GF Ouitclaim 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 KAE SCHROEDER, husband and wife county of Siskiyou the following described real property in the state of California: 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. February 11, 1988 Oscar Schroeder STATE OF CALIFORNIA COUNTY OF San Luis Obispo. Dora J. Schroeder tin February 11, 1988 before me, the undersigned, a Nutsry Public in and for sold State, personally appeared GSCAR SCHRCEDER and

JUNE PROWN
ROTARY FURLIS
SAM LUTE CONSP. GGUNTY
LALIFORNIA
My Commission Express on June 13, 1989

Exhibit R

instrument and acknowledged that they

Elne.

WITNESS my band and afficial seal.

Signature ...

DORA J. SCHROEDER

in he the persons whose name & are subscribed to the within

Exhibit A - 89002

Fagor of rpages

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: COMEMCING at the Southwest corner of Section 17, Township 46 North, Range I West, M.D.M.; thence Fasterly along the South border line offsaid 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 Nt. Tacoma Street in said Townsite of Macdoel to its intersection with the North border Line of San Bles 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.ii.; 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 feetslong East and West and 300 feet along North and South.

EXCEPTING THEREFRON 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,

UT...SHASTA TITLE & ESCROW CC.

FAINT WRITING TYPING, ILLEGIPLE
POOR PHOTOGRAPITY OF SAME VOI. 1002 Page 415 RECORDER'S MEMO WRITING OR CARBON COPIES SELECTIONS מיניטייין כי ארטייי

8 9 \$4,00 Paid en a be bei beit beit ein fie Bingen ber bet

FED OF TRUST WITH ASSIGNMENT OF RENTS

this 14th day of July 1983

as, s, 68/2 242

THE STATE OF THE PARTY

waypon o, jumy ayn lawyr G. Dumz, husband and wife,

YAALONA OO BELLEVILLEY

coverage at the Southwest corner of the Southeast quarter of Section 18, Cownchi: 46 North, Pange 1 West, M.D.M. : thence Casterly 660 feet along the South line of the Southeast quarter of Section 18 to the POINT OF BEGINNING: though Casterly 160 feet along the South line of said Southeast quarter of sail fection 12: thence Moreherly 250 feet at a right angle: thence Westerly 310 feet and parallel with the South line of said Southeast quarter of said Section 19, thence Southerly 150 feet at a right angle: thence "Agter!" 150 feet and parallel with the South line of said Southeast quarter of said Coction 18: thence Southerly 100 feet to the POINT OF REGINNING. H.

99-95-3-479-949 (ptn.) and 959 (ptn.)

- 25,600.00

19.3

DITHE F. PETERS

Exhibit B-4 - AGN-22-07 Exhibit A - 89002 ...

HER PURSUAL TRANSPORTER TO SERVICE AND THE PROPERTY OF THE PRO	RESURSES AT REQUEST OF
10515	103-E0712-E01
10517 · ·	
Order No.	ger ent lecards sirting footback.
Parameter State of the Control of th	are provided and the second
Ecrow No.	1 1.! 2 24 172
RECORDING REQUESTED BY	3 12 PH '73
	Vol. 681 Page 173
When Recorded Mail to:	21255 Ein/
what sign are real to:	
e Predential Ins. Co. of America	ngogana FEE \$8.00 paid
1 1 P-w- 2 PTT2D	hilling res
O. For 2374 - Terminal Annex	¥
O. Box 2314 - Terminal Annex os Angeles, CA 90051	
SPACE	ABOVE THIS LINE FOR RECORDER'S USE
Loan No. 1-2 153 017	
Loan No. 1-4 103 Uti	
This Day of Tours	
Ints Deed of Irust, made this99	day of January A.D. 19 73
GSCAR SCHEDENER and DCRA J. SCHRO	DER, husband and wife, DUITEL LEE SCHTCEDS
Belwera	
a simile can, and ETRUTH PAUL SCHOOLDER.	single man herein called Tenator
whose address is P. O. Box 74	SHANDON, California 93461
(Street and Number)	(Gity) (State)
TITLE EISURANCE AND TRUST COMPANY	* ·
mm-gen gerenten erente bereit bereit bereit bereit bereit bereit ber	
a California Corporation, herein carled Trustee, and	
THE PRUDENTIAL INSURAN	CE COMPANY OF AMERICA
	itate of New Jersey, having its principal office at 745 Broad
Street, Newark, New Jorny.	
herein called Beneficiary,	
Witnesseth:	
	ns to Trustee, its Successors and Assigns, in Trust,
	X X
with Power of Sale, that property in the UNLIGORAGE	ited ares M
County of	\$ \$\$\$\$\\ \$\ \$\ \$\ \$\ \$\ \$\ \$\ \$\ \$\ \$\ \$
as described in EGHERT "i", consisting of	two pages, attached hereto, and identified
berewith by the signatures of the Trustors	• 100
•	,
	. 7
3-31	. 7
3-31-	•
	•
	•
3-39- 3-46	•
3 - 46	-1
3 - 46	-1
	-1
3 - 46	-1
3 - 46	-1
3 - 46	-1
3 - 46	-1
3 - 46 3 - 49	-2 3.47
3 - 46 3 - 46 TOGETHER WITH all and singular the tenements, here	ditaments, rights, rights of way, essements, privileges and
TOCETHER WITH all and singular the tenements, here appurtenances therecants belonging, or in anywise appetitus	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby conveyeds which
TOGETHER WITH all and singular the tenoments, here apputenances thereunto belonging, or in anywice appetian shall be deemed to include but not to be limited to it.)	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby convexeds which rents, issues, profits, damages, royalities, revenue and il-me-
TOGETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appertain shall be deemed to include but not to be limited to it all fits therefrom, subject, however, to any text, power and au	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby convexed; which rents, issues, profits, damages, royalities, revenue and bone-hority hereinafter given to and conferred upon lisensitions.
TOCETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appettain shall be deemed to include but not to be limited to (i) all fits therefrom subject, however, to any right, power and aut to collect the same; (ii) all improvements, fixtures and equi	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby conveyeds which rents, issues, profits, damages, royalites, revenue and banehority hereinafter given to and conferred upon benefits pagment swhether or not annoved thereto now or himster
TOCETHER WITH all and singular the tenements, here appurternances thereunto belonging, or in anywise appertain shall be deemed to include but not to be limited to ii) all fits therefrom, subject, however, to any right, power and aut to collect the same; iii all improvements, fixtures and equi used in connection therewith; this all water and water right.	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby conveyeds uniterats, issues, profits, damages, royalities, revenue and bone-hority hereinafter given to and conferred upon lieneniciary pament whether or not anneved thereto now or hereifter twhether rejartan, appropriative or otherwise and okcleter
TOCETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appertain shall be deemed to include but not to be limited to (i) all fits thereform, subject, however, to any trake, power and aut to collect the same: (ii) all improvements, fixtures and enumed in connection therewith: (iii) all water and water right, or not appurtenant in or hereafter relating to or used in c	ditaments, rights, rights of way, easements, privileges and ing tall as part of the premises hereby conveyed which rents, issues, profits, damages, royalites, revenue and bone-hority hereinafter given to and conferred upon libenshicary spanent (whether or not annoved thereto) now or hierafter is whether esparing, appropriative or otherwise and whether on action, appropriative or otherwise and whether on action with said property; (iv) all shares of stock evi-
TOCETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appertial shall be deemed to include but not to be limited to it? all fits therefrom, subject, however, to any right, power and aut to collect the same; it is all improvements, butters and enquised in connection therewith: it is all water and water right; or not appurtenant; in or hereafter relating to or used in coefficient and synthesis right; and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and its all fixtures and equipment of the same and the	ditaments, rights, rights of way, easements, privilences and ing 1311 as part of the premise hereby conveyed which rents, issues, profits, damages, oxyalites, revenue and bone-hority hereinafter given to and conferred upon lieonicars pament whether or not annewed thereto now no hereafter the whether raparian, appropriative or otherwise and whether onnection with said property; tivy all shares of stock existent to hether or not annewed thereto) now or hereafter used
TOCETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appertainshall be deemed to include but not to be limited to til all fits therefrom subject, however, to any right, power and aut to collect the same; til all improvements, fixtures and equipment in connection therewith: tils all water and water right, or not appurtenant; in or hereafter relating to or used in a densing any such water right; and 151 all fixtures and equipment the production or distribution of water thereon or for the	ditaments, rights, rights of way, easements, privileges and ting tall as part of the premises hereby conveyed which rents, issues, profits, damages, oxyalties, revenue and bineshority hereinafter given to and uniferred upon lieunicary pament whether or not an annevel thereto into not hereafter the whether raparian, appropriative or atherwise and whether nonnection with said property; tivy all shares of stock existent to hether or not anneved thereto) now or hereafter used
TOCETHER WITH all and singular the tenements, here appurtenances thereunto belonging, or in anywise appertain shall be deemed to include but not to be limited to (i) all fits therefrom, subject, however, to any trait, power and aut to collect the same; (ii) all improvements, fixtures and equipmed in connection therewith: (iii) all water and water right; or of appurtenants in or hereafter relating to or used in a dencing any such water right; and (i) all fixtures and equipment production or distribution of water thereon or for the For the Purpose of Securion:	ditaments, rights, rights of way, easements, privileges and ting tall as part of the premises hereby conveyed which rents, issues, profits, damages, oxyalties, revenue and bineshority hereinafter given to and uniferred upon lieunicary pament whether or not an annevel thereto into not hereafter the whether raparian, appropriative or atherwise and whether nonnection with said property; tivy all shares of stock existent to hether or not anneved thereto) now or hereafter used

the final payment on the interesting is started by a promisery note tand any renewis or extensions or midifications thereof), of even date interesting in the principal sum of IFI TO MINISTED MINISTERISMED TO MINISTERISMED MINI

Two: Parment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 19 herrof.

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.

1. To pay: (a) I observe insinguent, all tares and assessments of every type or nature affecting said premises, all tents or charges for water and all as essences on any water stock; (b) all other charges and enjurishment which now are of

va_681 == 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 so unrel hereby? provided, however, that the total amount so paid for any such taxes pursuant to this sub-paragraph (c) toucher with the interest payable on said indebtedness shall not exceed the highest taxelly 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 renderine by any court of a decision that the undertaxing 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 debt ton, shall, at the option of Beneficiary, become immediately due and collectuile, not withstanding any thing contained be term or any law hereboline coasted or hereafter enacted.

with-fanding anything contained between or any law herbalore enacted or hereafter enacted.

2. To keep the premises insured against hes or damage by the, the perils against which insurance is afforded by the Extended Concrace Emborement, and such other risks and perils as Benechtary 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 indebteaness from time to time secured hereby, shall be usually a company or companies approach by Beneficiary, and shall contain the Standard Mortganee Clause with loss payable to Beneficiary. Whenever required by Beneficiary in writing matted to Trustor at Trustor's last address known to Beneficiary, when policies shall be delivered inmediately 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 settined hereby in such manner as Beneficiary may in its sile discretion, elect or, at the option of Beneficiary to the entire amount so received or am part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice. Upon forceboure hereof or other acquisition of the premises or any part thereof by Beneficiary, such policies shall become the absolute property of Denebiciary.

3. To keep the premise in good condition and repair, and not to commit ee permit waste thereof; if farm land, to farm, cultivate, rare her, and irricate in a proper manner; not to remove or demolish, not alter or impair the design or structural character of, any landsing fixture, equipment, fence, canal, well, or other improvement new or hereafter situated upon sail premises, not remove, replace, graft, bad or otherwise alter any horituitural or vitacultural tree, vine or shrub planted upon the premises for a commercial purpose, without the written consent of lieneficiary.

4. That if, during the existence of the trust, there be commenced or pending any action or proceeding affecting sold premises, or the title thereto, or if any adverse claim for or against the 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 ratif 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 enquired of Trustor by any of the provisions herein contained and mour and pay expenses in connection therewith.

7. To pay to Trustee and Heneficiars, respectively, immediately and without demand, the amounts 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 Truster in payment of any find payment thereof, at the rate of eight per cent per annum.

 8. That upon default by Truster in payment of any indelstedness secuted hereby or in performance of any agreement hereunder. Beneficiary may deliver a written notice of default and of election to cause and property to be sold, which notice Trustee shall cause to be need for recent, and then their may also delarge all sums secured hereby immediately due and payable by delivery to Trustee of written destaction of default, whiter the lapse of such time as may then be required by law. Trustee, without demand on Trustor, shall sell said property at the time and place need 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 statutary right which Trustor may have to direct such order, at public auxtion to the highest holder for rash in having moves of the United Stales, payable at time of sale. Trustee may post-one sale of all or any portion of said property by pullic announcement at such time and place of sale, and from time to time thereafter may post-tion of said property by pullic announcement at the time fixed by the preceding post-ponement. Trustee shall deliver to such purchase its deed convexing the property so sold, but without any exceedant or warranty, express or implied. The recitals in such dead of any matters or facts shall be conclusive proof of the truthindness thereof. Any person, including Trustee, Trustee of four fixing may purchase at such sale. When deducting all costs, fees and express of institute and of the 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 under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then security for
- 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 premies are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, convenants, promises and agreements secured hereby. In case default he made in payment of any infebredness secured hereby or in performance of any of Trustor's agreements herein contained. Beneficiary had be entitled at any time without notice, in its sele discretion, either by its agents, after news, replyages, or by a receiver to be appointed by a munt, and without regard to he adequacy of any security for the indebtedness needsy 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 ungaid as well as those accruing thereafter. Trustor further agrees that Beneficiary may also take possession of, and tree, any and all personal property contained in said premises and used by Trustor in the rentol or leasing of said promises or any part thereof. Beneficiary may only all such rents, issues and profits collected or received by it in the manner hereimbore specified in respect of proversh of sale of said permises, or any part or all of such moneys may be released by Defendency, and complete the response of the said purposes of the part by Trustor and secured beneficial postson and effect tolle tion, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured beneficial procession and effect tolle tion, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured beneficially and taking possession of the said property nor the collection of such cents, issues and profits and the application or release the terrof as altered as altered and any part of the secured b

10. That all judgments, awards of damages and extlements, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said premises or the improvements and any award
for change of grade of strets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to secure
such further assignments of any such award, judgment or settlement as Beneficiary are 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 indettedness secured hereby in such manner as it elects on the copials, the entire amount
or received by it or airs part thereof may be released. Neither the application nor the release of any such sums shall cure
or waive any default or Notice of 16 fault hereunder or invalidate any art done pursuant to such Notice.

11. Without affecting the lighting of Trustor or any other person (except any person expressly released in writing) for payment of any inch brothers we used bereiny or for performance of any obligation contained herein, and without affecting the rights of founds fars with respect to any security not expressly released in writing, Heintheiurs may, at any time and from time to time, either better 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 indebiedness or for performment any obligation.
b. Make any agreement extruding the time or otherwise altering the terms of payment of all or any part of the modeledness, or modifying or waiving any of ligation, or subscidenting, modifying or other and dealing with the lien or charge better.

ya 681 == 174

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 Mest, M.D.M., excepting and reserving therefrom a strip of land described as follows; to-vit:

OPPENCING at Southwast 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 Southwast quarter of said Section 18, thence Northerly 100 feet, thence Westerly but feet and parallel with the South Border line of said Southwast 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 THEREFRON THE FOLLOWING; Commencing at the Southwest corner of the Southwest quarter of Section 13, Township 46 North, Range 1 West, N.D.B.&H., thence Easterly 660 feet along the South border line of the Southcast quarter of said Section 13 to the point of Declinning; 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 Southcast quarter of said Section 16; thence Northerly at a right angle 100 feet; thence Westerly 250 feet and parallel with the South border line of said Southcast quarter of said Section 15; thence Southerly 150 feet at a right angle; thence sasterly 150 feet and parallel with the South border line of said Southcast quarter of said Section 13; thence Southerly 150 feet at a right angle; thence sasterly 150 feet and parallel with the South border line of said Southcast quarter of said Section 13; thence Southcast quarter of said Section 13; thence Southcast quarter of said Section 13;

PARCEL 2: CONTROLNG at the Southwest corner of Section 17, Township 46 North, Range 1 West, M.C.M.; thence Easterly along the South border line official Section 17 to the West border line of the right of way of U.S. Bighway No. 97; thence Portheasterly 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. Tocoxa Street in the Townsite of Miccoel eccording to the official plat thereof recorded in the records of Sightyou 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 Morth border line of San Bles Street in said Townsite of Maccoel, thence Easterly along the said North border line of said San Dlas 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, N.D.M.; thence Westerly along the said South border line of said Section 3 to the Southeast corner of West half of Southwest quarter of Southeast quarter of soid Section 6; thunce Wortherly along the East border line of said West half of Southwest quarter of Southeast quarter of said Section 6 to the Mortheast corner of said WEst half of Southwest quarter of Southeast quarter of said Section d; thence Westerly along the Worth 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 3 to the Tat border line of said Section 5; thence Southerly along the said west border line of said Section 3 and the Vest 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 Nacdoel and being 140 feet dong East and West and 300 feetalong Korth and South.

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

Prom a stone monument, marking the intersection of Vera Cruz Street and Railroad .

Avenue West, Town of Macdock, 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 Trustors:

* Oscar Schreder

* Drail to Sharle

Dora J. Squader

Lennett Peuch School

Vac 681 143E 175

EXHIBIT "A" - Page 2 of 2 pages

with lead plug, as described in Surveyor's Cortificate, dated August 26, 1907 and chom on dedication plot of said Town of Macdoel, North 2°31' West 750.0 feet; thence South 87°29' West 118.3 feet to a point of intersection with the Mortherly boundary of San Blas Street and the Westerly right of way line of The Dalles California Michiway, 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 Morth 12°13' East 147.67 feet to a point; thence Morth 3°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 Mortheast 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 Southnest quarter of the Southeast quarter of Section 8, all in Township 46 North, Range 1 MEst, N.D.B.&M., included within the exterior boundaries of a strip of land 190 feet in whith, lying 50 feet MEsterly 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 Nacdoel, at Engineer's Station 4+19,20 of the Department of Public Mork's 1951 Survey between Macdoel and Dorris, Road II-Sis-720C, and from which a stone consument marking the intersection of the center line of Vera Cruz Street and Railroad Avenue West, in said Town of Nacdoel bears North 87°21' East 161.00 feet; thence South 2°40' Last 750 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 633.24 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°44'3c" East 2063.10 feet; thence, continuing along said curve, through an angle of 6°12'32", for a distance of 848.11 feet.

The Westerly line 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 Easterly line of said West half of the Southwest quarter of the Southwest quarter of Section 8. The Easterly side line of said Strip of land to be prolonged or shortened so as to begin in said North line of Sau 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 Trustors:

Oscar Scholden

Name Le Schroeder

Kenneth Paul Schroeger

Dora J. Schroeder

- Accept additional security of any kind.

 Release or otherwise deals 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, plotfos, contracts of guzanty 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 arties 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 power, whether exercived depen the indebtedness secured hereby without affecting the status of, or waiving any right to power, whether exercived hereunder or contained herein, or in any such other security.

 13. Without the written concern of Beneficiary, no security interest will be created or suffered to be executed under the provisions of the Uniform Commercial Gode, as ame torether with any amendments or supplements thereto may be in effect, with respect to any words, fixtures, equipment, appliances, or articles of personal property now attached to supply the provisions of the Uniform Commercial Gode, as amen torether with any amendments or supplements thereto may be in effect, with respect to any words, fixtures, equipment, appliances, or articles of personal property now attached to make the same is due or after the resorting of a Notice of Orfault, shall not constitute a wair commercial and the provision of a Notice of Orfault, shall not constitute a wair interest and fine the herein convenient of any such acceptance cure invalidate any site held purvant to such Notice of Orfault, shall not constitute a wair interest and the trib herein convenient ends and shall be duly resisted and the trib herein convenient ends.

 15. That Beneficiars may, at any time Beneficiary may device any such entry that the provision

 - 10. That the trusts berein created are irrevocable.

 17. That any stock in a water, irrevocable,
 18. That any stock in a water, irrevocable,
 18. That any stock in a water, irrevocable,
 19. That any stock in a water, irrevocable,
 19. That any stock in a water, irrevocable or blencheinry as Pledgre, and held by either as Beneficiary may determine. Whether or not said stock be apputenant to the above described land or any part thereof, and regardless of how said stock is resistenced or held. Trustor and Beneficiary agree that if default be made in the performance of any obligation secured bereity. Frustee may said stock or any part thereof and any other shares of stock subject to the Deed of Trust, together with any and at state time of any Trustee's sale of the above described land or any part thereof. With respect to such sale of self-stock Trustory 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 in Trustee.

 18. That Trustor bereity assigns and transfer as additional security to Beneficiary in connection with the provisions and consequence and conditions of the property assigns and transfer as additional security to Beneficiary in the property and covering the sale.
 - 18. That Trustee hereby assign and transfer as additional security to liencinear or sain score to receive and revenue of every kind, nature and description whatsoever that Trustee from any person, company or corporation on sain or having or having an interest acquiring a right to the oil, gas or mineral rights and reservations of the premiers above described, with the right in Beneficiars to resease and receipt remains not be sain in-delitedness wither before or after any default increament, and Beneficiars to any demand, sue for and recover any such payments but shall not be requires so to do.
 - payments but shall not be required so to do.

 19. Thet upon the required of Trustor or his successors in ownership of the land. Beneficiary may hereafter, at just option, at any time before inh no month of the indichteness occurred hereign 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 and endangling and not at the time of and including any such acts over a strength of trust and remaining uponts. It also not at the time of and including any such acts over extend the original original original success and provided further that if Emphericary, at its option, shall make a further advance or advances as aforesaid. Trustor or said successor in connection garree to execute and deliver to Beneity into a new to reduce the same, parable on or before the maturity of the indichteness secured hereby and bearing successors 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 waised, to the full extent permissible by law.
- 22. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Dood of Trust shall not affect the remaining portions of this Dood of Trust or any part thereof and this Dood of Trust shall not affect the remaining portions of this Dood of Trust or any part thereof and this Dood of Trust shall not affect the remaining portions of this Dood of Trust or any agraphs, 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 occurred by its Dood of Trust requested by Trustor or in his tochalf.

Upon written request of Beneficiary stating that all sums so used forely have been paid, and upon surrender of this Oed of Trust and said Note to Trustee for earce lation and relembon and upon payment by Trustee of its fees, Trustee shall reconvey, without warranty, the estate in the premises then held by Trustee. 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 come to and found the hears, legaters, decisors, 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 sincular number shall include the plural number, the use of the plural number shall include the sincular number, the use of the plural number shall include the sincular number, the use of the plural number shall include the sincular number, the use of the plural number shall include the forming gender, and shall likewise he 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

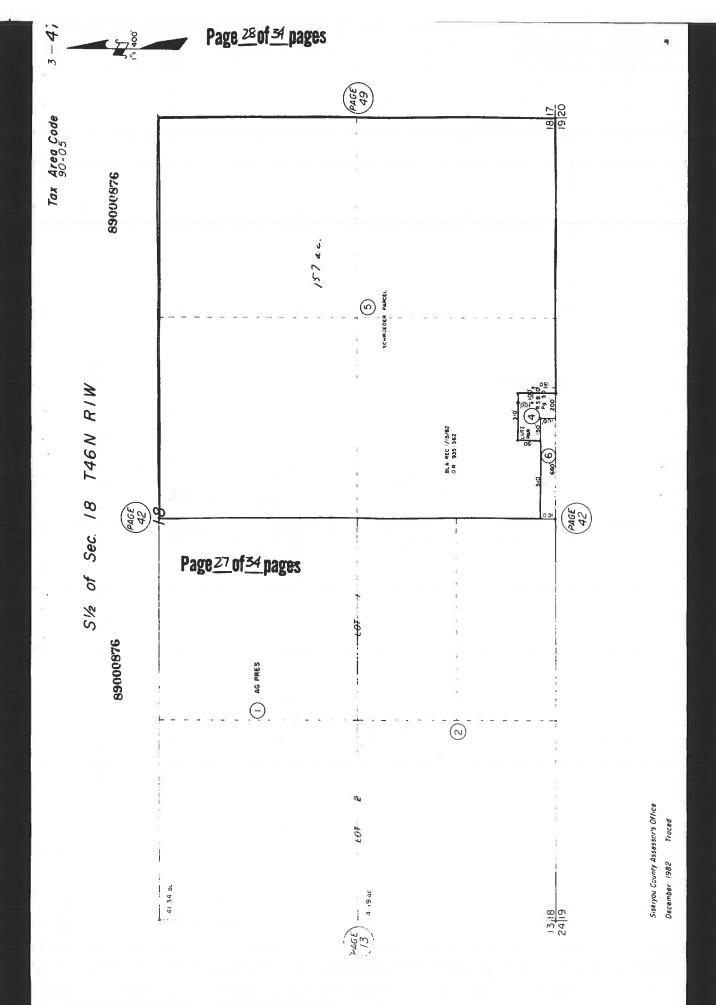
No north / sel sented by the Sel sented voice 581 sented 177

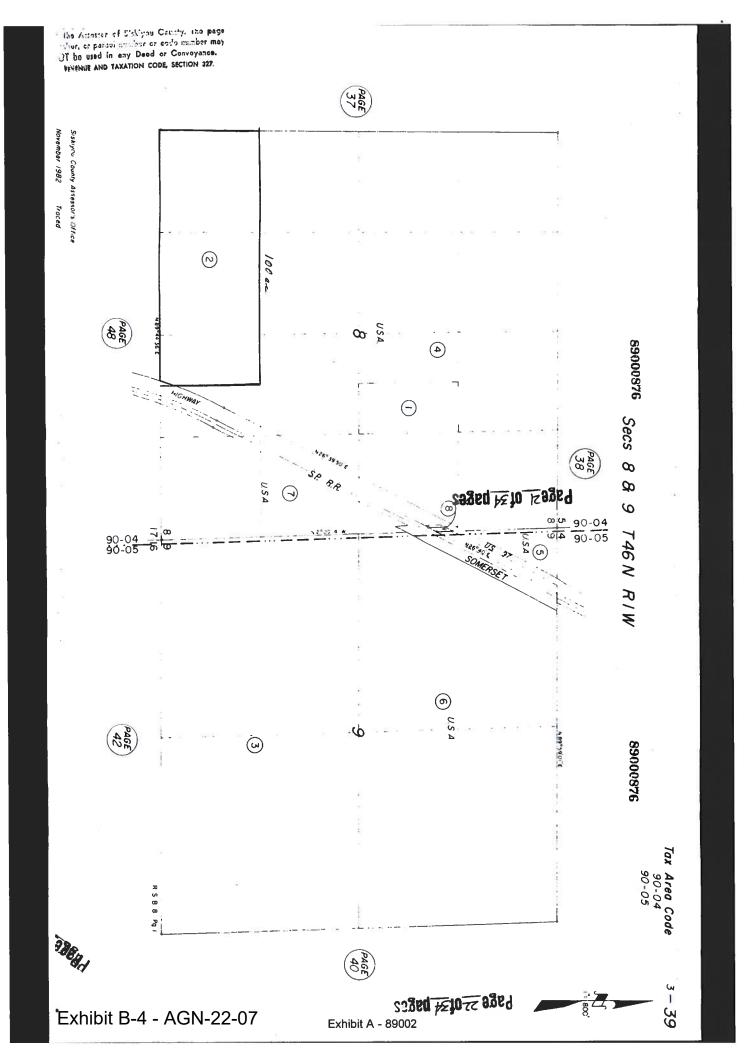
89000876

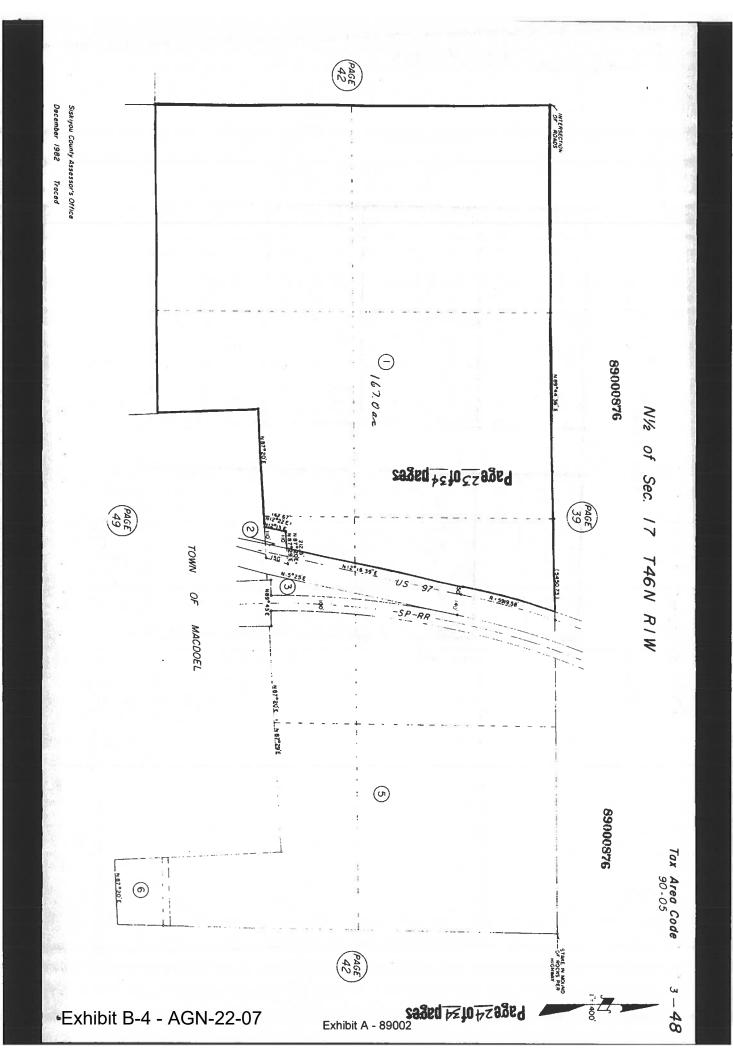
ge 20 of 34 pages

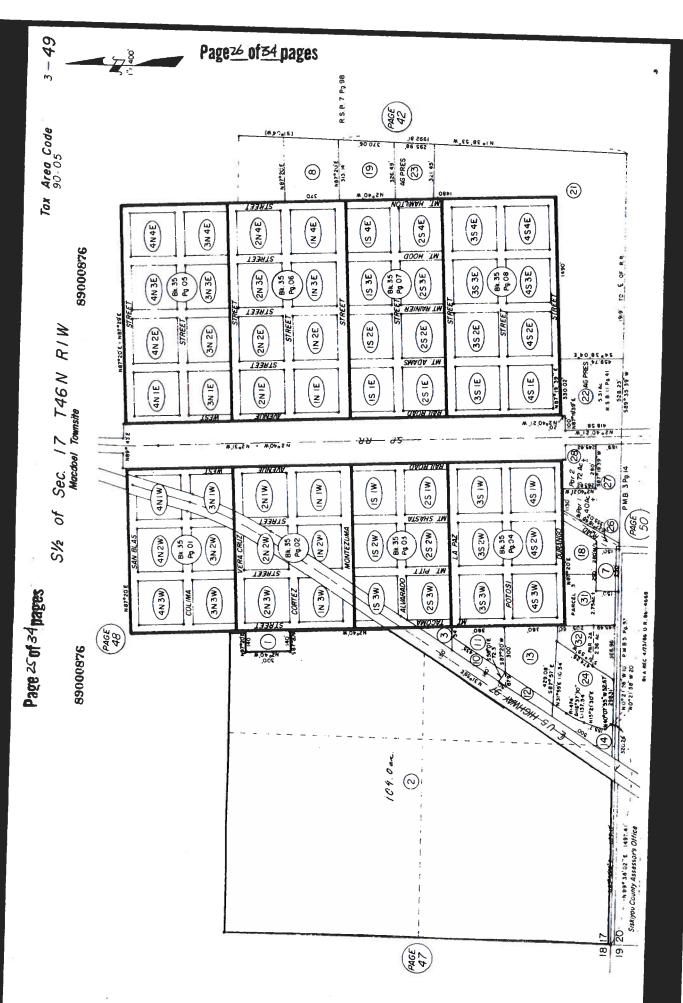
	OREGO	•				(IDGIVIQU	TI VCITIONIES	gment)	_
	STATE OF EXAMENSION	1)						Σ.
	COUNTY OF Elama	11	} ss.:						ַ
	COUNTY OF ETSING	-~	,					*	- 9
	On this 16 th	lo vab		J	anuary		19.73., befor	re me, the und	ersi
	a Notary Public in and for Daniel Lee Schroed	r said Count er and K	v. personal enneth P	ly appeared aul Sonr	Cacar oeder	Schreede	r. Dora J	. Schroede	Σ 3
							d the same.	ibed to the f	orego
1	A Northur Seiz)			d official sea		2 / .	, • .		
1	40.7.32	***********	Llke	lion !	Otary Publ	ic in and lor	said County	nd State.	
	PUBLIC .			8	Ir Commiss	sion expires	2-17	- 73	
100									
	Je Carrier								
	DO NOT RECORD. To	he used whe	n note has	been paid.					
	To: Trustee.							•	
~ EC+ 40	The undersigned is Deed of Trust. Said note and sotisficit: and you are terms of said Deed of Tr by said Deed of Trust its partial, to the parties d	together we hereby re- u-t, to cannot livered to y	ith all oth quested and el said not ou herewi	er indebted Lalirented, c above me th, tocether	nres secure on paymen entioned, ar with the	d by said I t to you of nd all other said Deed o	Deed of Trus any sums over evidences of of Trust, and	t, has been fur ing to you us inceptedness to reconvey.	ally p neler secu- with
PROVED									
	Date				ı	Ву		***************************************	• • • • • • • •
					03				. 69
	(COP	FIST WILL	COPY I	ndexed as E	eed of Tru-	st and Assig	nment of Reni	s.	
	19	•							
	i 5		ş		- 11	1			
			Trustee,		2				
	1 5 c		F	5	H				
	511			SURANCE		1			
	7 2			SURA	1	4			
	· 5 - -			<i>U</i> 1 11	- 1	M.			

va 681 za 178









Page 29 of 34 pages

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

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.
- Robert M. and Alice J. Laird, 132 Belhaven Drive, Los Gatos, CA 95032.
- Fred Burton, et al., P. O.Box 186, Yreka, CA 96097.
- 7. Patricia Davidson, 3539 West Highway 3, Yreka, CA 96097.

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

22nd ____doy__ Yovember __!9<u>88</u>_

PRESENT: Supervisors Patti Jackson, Philip Mattos, George Thackeray

Roger Zwanziger and Norma Frey.

ABSENT: None

COUNTY COUNSEL:

COUNTY ADMINISTRATOR: Michael Hanford

Frank DeMarco

Deputy

COUNTY CLERK: Lisa Chandler and

Sherrie Bennett

PURPOSE OF MEETING

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

- 8. Daniel and Donna Schroeder, Box 186 Macdoel, CA 96058.
- 9. Hughes/Rabbett/Adams/McClananan/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

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 80ard of Supervisors passed on 11-22-88

Witness my hand and the seal of said Board of Supervisors, this

Norma Price

County Clerk and ex-Officia Clerk at the Board Supervisors of Siskiyou County Colifornia

NORMA PRICE COLINTY CLERK .JU COUNTY,

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

Exhibit A - 89002

Exhibit B-4 - AGN-22-07

Planning

Assessor

Auditor

Tax Collector

Recorder (10) Applicants (10)

cc: File

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

Chairman
Siskiyou County Board of Supervisors

ATTEST: Norma Price County Clerk

Less Chandler Deputy

SISKIYOU COUNTY RESOLUTION

No. 88-314

	89000876
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 Agricultural Preserves, said Agricultural Preserves having been established 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 22ndday of November 1988, by the following vote:

AYES: Supervisors Frey, Jackson, Thackeray and Zwanziger

NOES: None

ABSENT: None

Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

SISKIYOU COUNTY RESCLUTION

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
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

