

# Staff Report

Submission Date: November 2, 2022

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Williamson Act Contract #76033NR, 77014, and 78029NR, Application to amend the existing Agricultural Preserve to include 280 additional acres of dry pasture and amend contracts to rescind all of their property and reissue a single contract consisting solely of their property.

Exhibits:     **A.**     Existing Contracts and Establishment of Agricultural Preserves

                           1. Contract No. 76033 (Clerk's No. 288)

                           2. Contract No. 77014 (Clerk's No. 301)

                           3. Contract No. 78029 (Clerk's No. 349)

**B.**     Location Map

**C.**     Zoning Map

---

## Background and Discussion

The proposed project is requesting to bring all property owned by Mr. & Mrs. Woodson, approximately 2720 acres, under one individual Williamson Act Contract. Presently, 2440 acres are currently encumbered by Williamson Act contracts and 280 acres are not within an Agricultural Preserve. The subject property is approximately 2720 acres consisting of thirteen separate assessor's tax parcels. To accomplish this request, the Board of Supervisors would need to first amend the existing Agricultural Preserve(s) to remove the applicant's property, approve the addition of 280 acres of non-prime ag land, and establish a new Agricultural Preserve, then approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

The property has historically been used for and continues to be used for a commercial cow/calf operation, with approximately 200 acres of irrigated pasture leased out for grazing and the remaining property utilized as dry pasture by the owner's livestock. The property is developed with a single-family dwelling and accessory structures incidental to the agricultural operation.

### Parcel Creation

- APNs 002-300-100, 002-290-050, 002-320-050, 002-310-010, 002-310-030 and a portion of 002-330-020 together are one legal parcel as created by Grant Deed as recorded on February 26, 1960, in the Siskiyou County Records in Volume 437 at Page 46.
- A portion of APN 002-330-020 is a separate legal parcel as created as Parcel II by Grant Deed as recorded on February 26, 1960, in the Siskiyou County Records in Volume 437 at Page 46.
- APN 002-330-250 consists of two separate legal parcels, one 40-acre parcel created by Grant Deed as recorded on June 5, 1939, in the Siskiyou County Records in Volume 100 at Page 486 and one 120-acre parcel created by Grant Deed as recorded on August 29, 1963, in the Siskiyou County Records in Volume 447 at Page 50.

**Exhibit D**

- APN 002-330-050 is a legal parcel as created by an Agreement to Sell as recorded on August 19, 1971, in the Siskiyou County Records in Volume 633 at Page 50.
- APN 002-330-110 was originally a 560-acre parcel created by Grant Deed as recorded on June 27, 1969, in the Siskiyou County Records in Volume 578 at Page 291. Portions have since been deeded off. It now remains at 240-acres in size.
- APNs 002-330-210, 002-330-220 and 002-330-230 were each created by an unrecorded Contract to Sell dated January 10, 1973, verified by the Siskiyou County Assessor/Recorder.
- APN 010-130-620 is the remainder after a portion of the illegally created parcel, by Grant Deed in 1995, was transferred to different ownership in 2004 by grant deed. As this parcel creation was not in accordance with the Subdivision Map Act, a Certificate of Compliance would be necessary to make this parcel legal.

### **Parcel History**

- APN 002-330-250 is portion of Williamson Act Contract No. 76033 (Clerk's No. 288) as recorded on February 17, 1976, the Siskiyou County Records in Volume 750 at Page 283 and Agricultural Preserve established by Board Resolution No. 30, Book 7, adopted on February 10, 1976. A Notice of Non-Renewal for Williamson Act Contract No. 76033 was issued on September 7, 2021, as a separate property owner under this contract was in violation of County Ordinances and the County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts.
- APNs 002-290-050, 002-300-100, 002-310-010, 002-310-030, 002-320-050, 002-330-020 consist of 1920 acres total and are a portion of Williamson Act Contract No. 77014 (Clerk's No. 301) as recorded on January 21, 1977, in the Siskiyou County Records in Volume 772 at Page 245 and Agricultural Preserve established by board Resolution No. 303, Book 7, adopted on January 13, 1977. This contract property under two separate ownerships, both of whom maintain commercial agricultural uses and is considered in good standing.
- APNs 010-130-620 and 002-330-110 together consist of 360 acres total and are a portion of Williamson Act Contract No. 78029 (Clerk's No. 349) as recorded on February 23, 1978, in the Siskiyou County Records in Volume 808 at Page 268 and Agricultural Preserve established by Board Resolution No. 39, Book 8, adopted on February 14, 1978. On September 6, 2022, the Board of Supervisors approved a Resolution directing Staff to issue a Notice of Non-Renewal for Contract No. 78029 as a separate property owner does not have a commercial agricultural use.
- APNs 002-330-210, 002-330-220, 002-330-230 and APN 002-330-050 are not in an Agricultural Preserve.

*It should be noted that these four parcels would not qualify to establish a preserve alone as they consist of Class IV and VI Soil Classification which are equivalent to approximately 79 acres of Class I or II soils.*

## **Exhibit D**

## Analysis

### **Agricultural Preserve**

According to the Rules for the establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules), agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

*One parcel is not contiguous; however, all parcels are owned in common.*

It also requires that a preserve must contain at least 40 acres of Class I or II equivalent soils (Section III, Item C).

*The majority of the soil type is Class IV with only a few acres of Class VI and VII. Considering the substantial acreage of the project, it greatly exceeds the 40-acres of equivalent soils required.*

Under Rules Section III. Item A, "it shall be the policy of Siskiyou County to deny applications requesting to establish a new agricultural preserve when the State of California has not appropriated funding..."

*This application does not propose to create a new Agricultural Preserve but to increase the size of a preserve.*

### **Zoning**

All parcels shall be restricted by zoning to an agricultural use pursuant to Rules Section III, Item D.

*All property proposed to be part of the preserve is zoned Prime Agricultural, Non-Prime Agricultural and Rural Residential, all with an 80-acre minimum parcel size.*

### **Minimum Parcel Size**

Per County Rules Section III, Item E, lands shall be in parcels large enough to sustain their commercial agricultural use if the contracted land within a qualifying preserve is at least 40 acres in size. Property is evaluated by legally established parcel.

*All parcels that are proposed to be in the agricultural preserve are 40 acres or larger in size.*

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

### **Agricultural Production Uses**

Per County Rules Section IV, lands shall be used principally for commercial agricultural production.

*The applicant has indicated in Contract Questionnaire (Exhibit B) the Agricultural Uses on the subject property are irrigated pasture and dry pasture.*

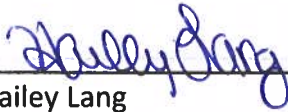
## Exhibit D

## Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, with the exception of the inclusion of 120 acres within an illegally created parcel and recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove 2320 acres, establish a new preserve consisting of 2600 acres, which includes 280-acres previously not in Agricultural Preserve, rescind the 2320 acres from the existing contracts and reissue a single contract for properties within the 2600 acres.

Approved by:

County of Siskiyou  
Agricultural Preserve Administrator



Hailey Lang  
Agricultural Preserve Administrator



Date of Approval

**Preparation:** Prepared by the Siskiyou County Planning Division (B. Cizin) on November 2, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

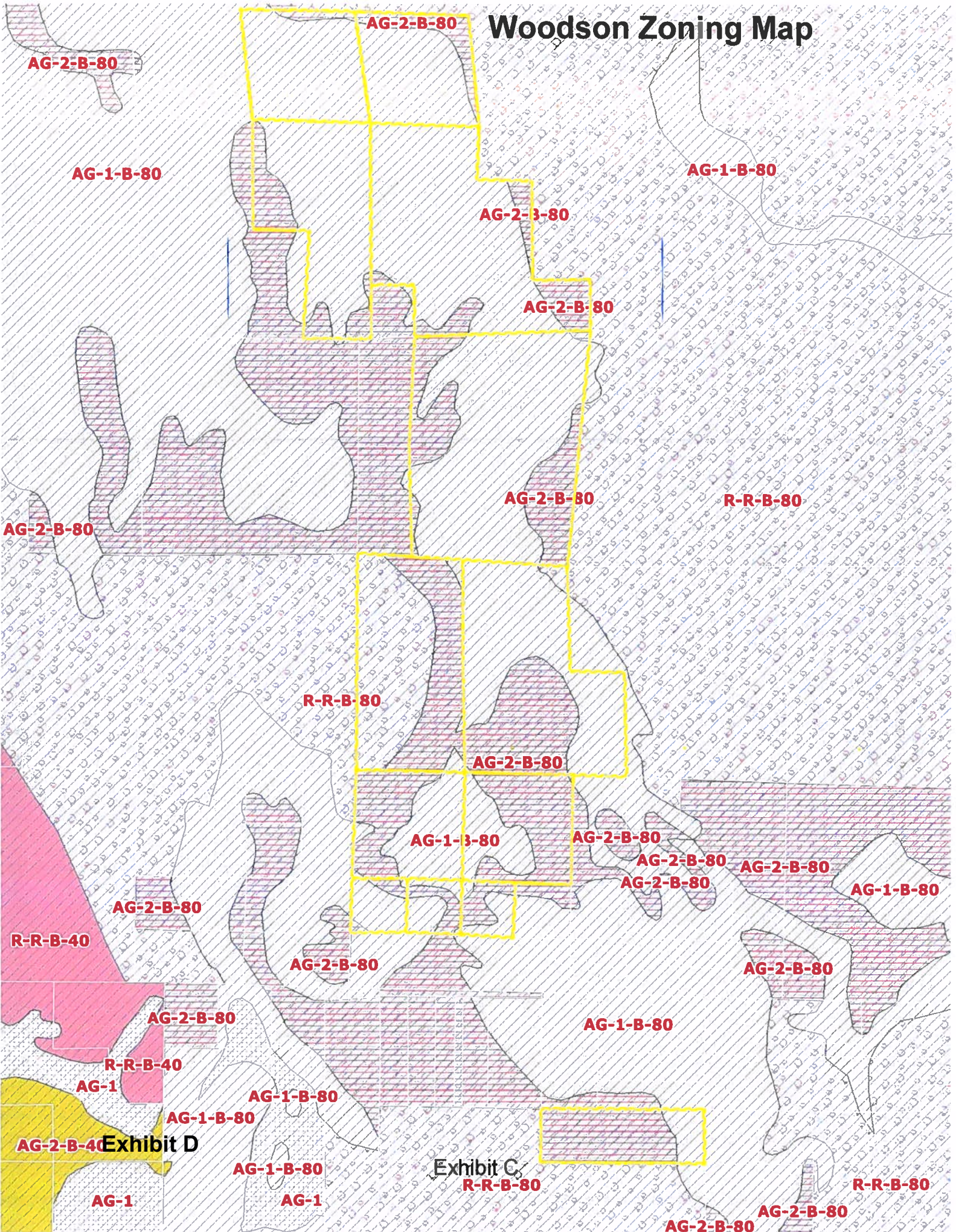
## Exhibit D







# Woodson Zoning Map





Ad. 435  
February 1976  
#288

10878

FOR APPROVAL

RECORDED AT REQUEST OF  
Siskiyou County Clerk

This 17th day of Feb. 1976  
FRANK J. DIMARCO  
County Counsel  
Frank J. Dimarco  
SISKIYOU COUNTY, CALIFORNIA BY

FILED  
OCT 1 3 35 PM '75  
FEB 17 3 11 PM '76  
Vol. 750 Page 283  
SISKIYOU COUNTY, CALIF.  
OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.  
Recorder

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: ESTHER TAYLOR  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

Federal Land Bank

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

APPLICANT'S ADDRESS: Box 135 MACDOEL, CAL. 96058

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
FARMING + LIVESTOCK	2-17-02	160.
"	2-17-03	320.
"	2-17-07	40.
"	2-15-04	40.
"	2-33-3	40.
"	2-33-4	120.
"	10-01-22	185.3
"	10-14-2	160.
Total Acreage		<u>1065.3</u>

I declare under penalty of perjury that the information contained in the application is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the cost incurred to correct the records concerning the land conservation contract and any and all cost of collecting or correcting taxes, along with a reasonable attorneys fee which may be incurred in this matter.

OWNER/OWNERS SIGNATURE: Esther S Taylor

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 \_\_\_\_\_

Exhibit D

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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



LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1976, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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



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

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

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

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

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

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

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in



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

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

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

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

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

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

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

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

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

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

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







BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME ESTHER TAYLOR ADDRESS Box 135 MACDOEL CAL.

PARCEL NUMBERS 2-1702 2-17-03 2-17-07 2-15-04  
2-33-3 2-33-4 10-01-22 10-14-2

HOW LONG HAVE YOU OWNED THIS LAND? From 1 TO 50+ YEARS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 690 Carrying capacity 35 <sup>COWS</sup> <sub>1 MO. IN SPRING</sub>

Irrigated pasture acreage \_\_\_\_\_ Carrying capacity \_\_\_\_\_

Dry farming acreage 375. Crops grown HAY + GRAIN Production per acre 1/2 TON  
SUMMER FALLOW 1/2 EA. YR.

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: NONE

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_

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

LAND LEASED FROM OTHERS:

Name of Owner BARRIE No. of acres 160

Rental fee per acre 25% SHARE <sup>TOWNSHIP</sup> Use of land 1/2 DRY HAY, 1/2 GRAZING.

Terms of lease \_\_\_\_\_ Lease termination date 4-30-76

Share cropped with others: Crop HAY + GRAZE to owner 25 Acres 160

LAND LEASED TO OTHERS: NONE

Name and address of lessee \_\_\_\_\_

No. of acres \_\_\_\_\_ Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_

Terms of lease \_\_\_\_\_ Lease termination date \_\_\_\_\_

Share cropped to others: Crop \_\_\_\_\_ to owner \_\_\_\_\_ Acres \_\_\_\_\_

List expenses paid by land owner \_\_\_\_\_

REMARKS ON INCOME, ETC.:

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 E. Taylor Esther Taylor Date SEPT. 30, 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.

Exhibit D





90-09  
90-04

T 45 N R 2 E

Tax Area Code  
90-04

10-14

BOOK  
2

PAGE  
01

PAGE  
13

of the... in the office  
number of... (amount may  
NOT be used to pay...  
REVENUE AND TAXATION CODE SECTION 201.

PAGE  
15

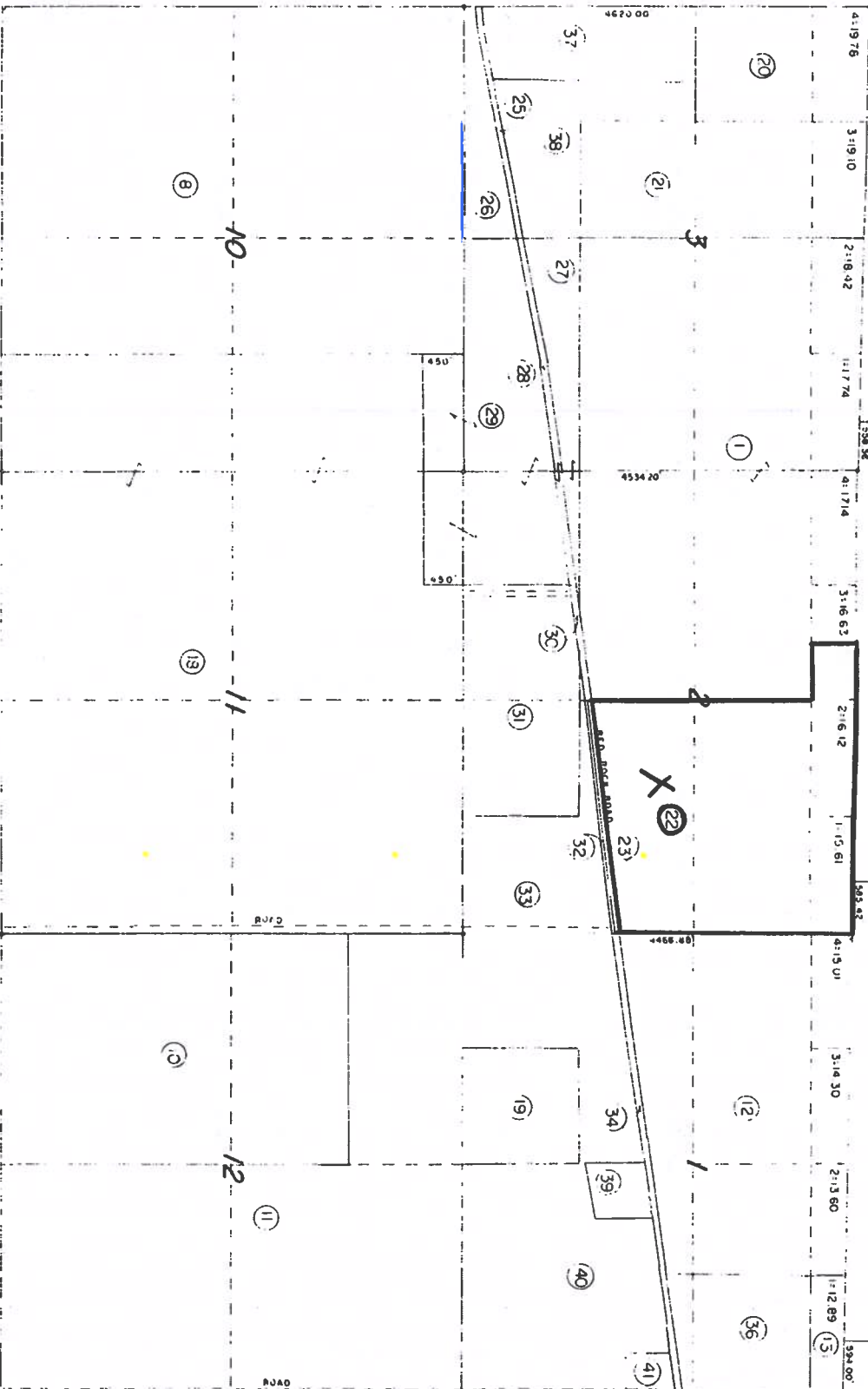
VOL 750 PAGE 295

T 45 N R 1 E

BOOK 02

Tax Area Code 90-04

10-01



PAGE 02

PAGE 04

PAGE 14

VOL 750 PAGE 296

VOL 750 PAGE 297

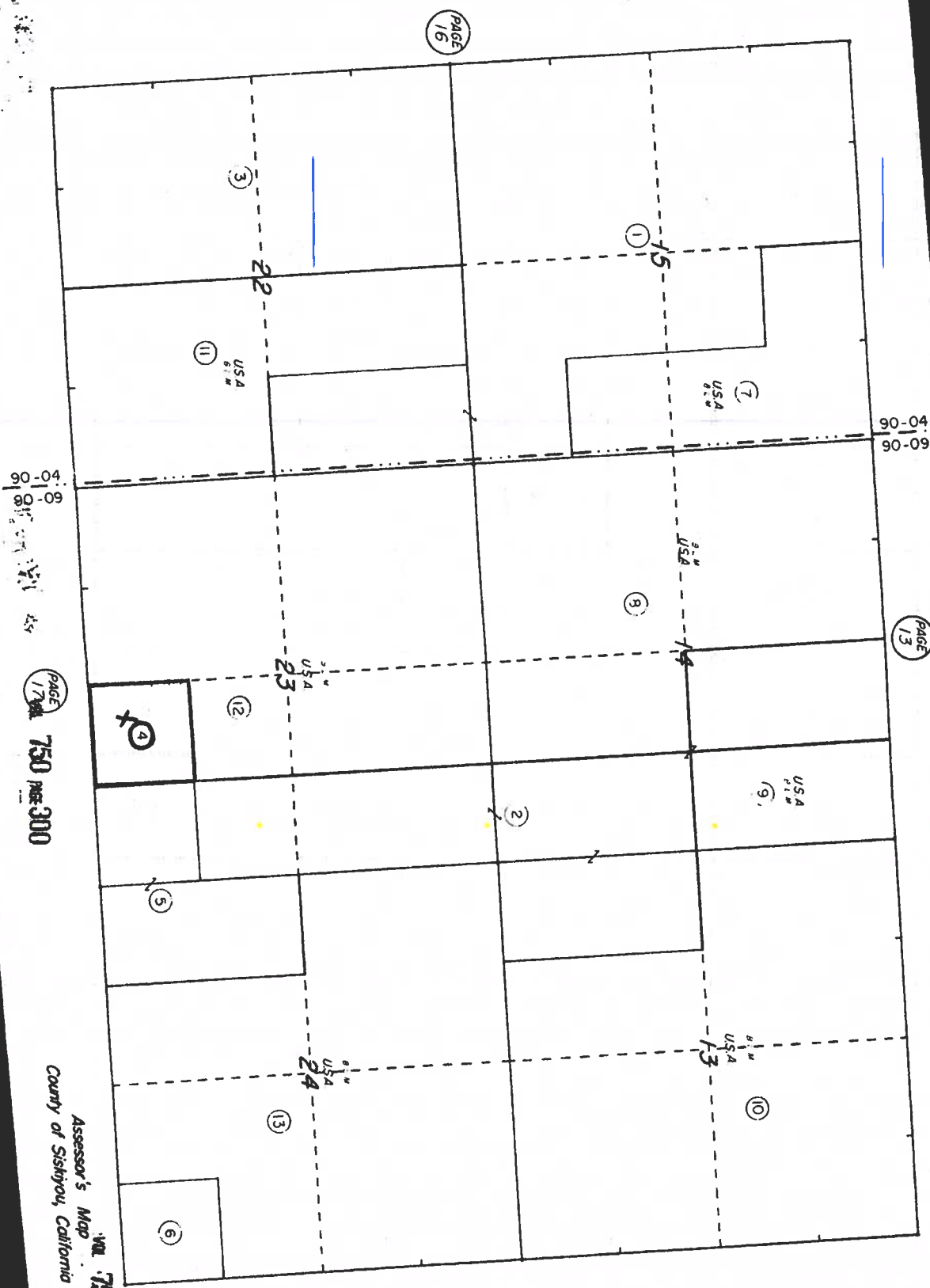
Exhibit D

NOTICE: This map plate is from the office of the Assessor of the County. The page number, or parcel number, or section number may NOT be used in any deed or conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Exhibit A-1







PAGE 16

90-04  
90-09

90-04  
90-09

PAGE 13

PAGE 17

750 PGE 300

Tax Area Code  
90-04  
90-09

Assessor's Map  
County of Siskiyou, California

750 PGE 301

2-15

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

PAGE 32



Exhibit



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

10th day February 19 76

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

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

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

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

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

STATE OF CALIFORNIA)  
COUNTY OF SISKIYOU ) ss

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

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

cc: File  
Recorder



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

By Joanne Davis  
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE BY THE BOARD OF SUPERVISORS

Vol 750 PAGE 304

Exhibit D

Exhibit A-1



kd. 9,450.00  
filing fee

Clerk's Copy  
#301

9478

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Suzanne Hawkins  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Robert L. Meqlasson  
(if none - write none)  
APPLICANT'S NAME (If other than above): Suzanne Hawkins

APPLICANT'S ADDRESS: P. O. Box 93, Lockeford, California

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: Suzanne Hawkins MAILING ADDRESS: P.O. Box 93  
Lockeford, California 95237

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
Cattle Ranch	2-330-020	440
(Cow-Calf operation)	2-290-050	160
	2-300-100	160
	2-310-010	440
	2-310-030	480
	2-320-050	240
SEE ATTACHED EXHIBIT "A"		
Total acreage		2,957

RECORDED AT RECORDS DIV.  
SISKIYOU COUNTY CLERK  
ON MIN. PASTOR A.  
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

JAN 2 1979  
Vol. 772 Page 245

No Charge

~~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: Suzanne Hawkins

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: \_\_\_\_\_  
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes \_\_\_\_\_ No \_\_\_\_\_  
PRESENT ZONING: \_\_\_\_\_ PRESENT GENERAL PLAN DESIGNATION: \_\_\_\_\_

FORM APPROVED

This 20th day of January 1977

Exhibit D

VOL 772 PAGE 245  
Exhibit A-2

Harold DeMarco  
SISKIYOU COUNTY, CALIFORNIA

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1977, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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



Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

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

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

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

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

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

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



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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

2-330-020

2-290-050

2-300-100

2-310-010

2-310-030

2-320-050

2-140-120

2-140-140

2-160-110

2-160-100

Alfalfa Hay and part season grazing

Exhibit D

Notice to the Owner shall be addressed as follows:

Suzanne Hawkins

P. O. Box 93

Lockeford, CA 95237

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

Suzanne Hawkins
SUZANNE HAWKINS
OWNER

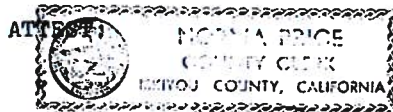
STATE OF CALIFORNIA )
COUNTY OF SAN JOAQUIN ) ss.

On this 28th day of September, 1976, before me, David L. Grilli, a Notary Public, in and for said San Joaquin County, personally appeared Suzanne Hawkins whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



David L. Grilli
Notary Public

My Commission expires: December 2, 1978



Norma Price
Clerk

COUNTY OF SISKIYOU, Board of Supervisors

Chairman

STATE OF CALIFORNIA )
COUNTY OF SISKIYOU ) ss.

On this 19th day of January, 1977, before me, Forrest R. Simpson, a Notary Public, in and for said Siskiyou County, personally appeared Harold Wacker known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Forrest R. Simpson
Notary Public

My Commission Expires: 11-23-77

Exhibit D

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 29th day of September, 19 76.

Robert L. Meglasson  
LIENHOLDER  
Robert L. Meglasson

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou )

Vernell Meglasson  
Vernell Meglasson - Wife  
ss.

On this 29th day of September, 19 76, before me, Jane O. Henry a Notary Public, in and for said Siskiyou County, personally appeared Robert L. Meglasson & Vernell Meglasson known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jane O. Henry  
Notary Public

My Commission Expires: June 10, 1980





BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Suzanne Hawkins ADDRESS P. O. Box 93, Lockeford, CA  
PARCEL NUMBERS 2-140-120 2-140-140 2-160-110 2-160-100

HOW LONG HAVE YOU OWNED THIS LAND? 1 year

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 600 Carrying capacity 150  
Irrigated pasture acreage None Carrying capacity ---  
Dry farming acreage None Crops grown ----- Production per acre ---  
Field crop acreage 400 Crops grown Alfalfa hay Production per acre 45 ton  
Row crop acreage None Crops grown ----- Production per acre ---  
Grazing AUM None Term ----- Fees paid -----  
Other acreage None Type ----- Production per acre ---

OTHER INCOME:

Hunting rights \$ None per year --- acres ----- Fishing Rights \$ one per year --  
Other recreational rights \$ none per year --- type --- Mineral rights \$ -----

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres -----  
Rental fee per acre ----- Use of land -----  
Terms of lease ----- Lease termination date -----  
Share cropped with others: Crop ----- % to owner ----- Acres -----

LAND LEASED TO OTHERS:

Name and address of lessee None  
No. of acres ----- Rental fee per acre ----- Use of land -----  
Terms of lease ----- Lease termination date -----  
Share cropped to others: Crop ----- % to owner ----- Acres -----  
List expenses paid by land owner -----

REMARKS ON INCOME, ETC.:

Alfalfa consumed by owner; not sold to third parties.

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 Suzanne Hawkins Date 9/28/76

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

Exhibit D

772 353

AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Suzanne Hawkins ADDRESS P. O. Box 93, Lockeford, CA

PARCEL NUMBERS 2-330-020 2-290-050 2-300-100 2-310-010  
2-310-030 2-320-050

HOW LONG HAVE YOU OWNED THIS LAND? 16 years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage Approx. 1,000 Carrying capacity 200

Irrigated pasture acreage Approx. 900 Carrying capacity 250

Dry farming acreage None Crops grown ---- Production per acre ----

Field crop acreage None Crops grown ----- Production per acre -----

Row crop acreage None Crops grown ----- Production per acre -----

Grazing AUM 221 Term 8 years Fees paid Annually

Other acreage None Type ----- Production per acre ---

OTHER INCOME:

Hunting rights \$ None per year -0- acres -- Fishing Rights \$ none per year -0-

Other recreational rights \$ none per year --- type --- Mineral rights \$ None

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres -----

Rental fee per acre ----- Use of land -----

Terms of lease ----- Lease termination date -----

Share cropped with others: Crop ----- \$ to owner ----- Acres -----

LAND LEASED TO OTHERS:

Name and address of lessee None

No. of acres ----- Rental fee per acre ----- Use of land -----

Terms of lease ----- Lease termination date -----

Share cropped to others: Crop ----- \$ to owner ----- Acres -----

List expenses paid by land owner -----

REMARKS ON INCOME, ETC.:

This is cow-calf operation. Income solely from sale of calves, plus culled cows and bulls from breeding herd.

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 *Suzanne Hawkins* Date 9/28/76  
 Suzanne Hawkins

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.

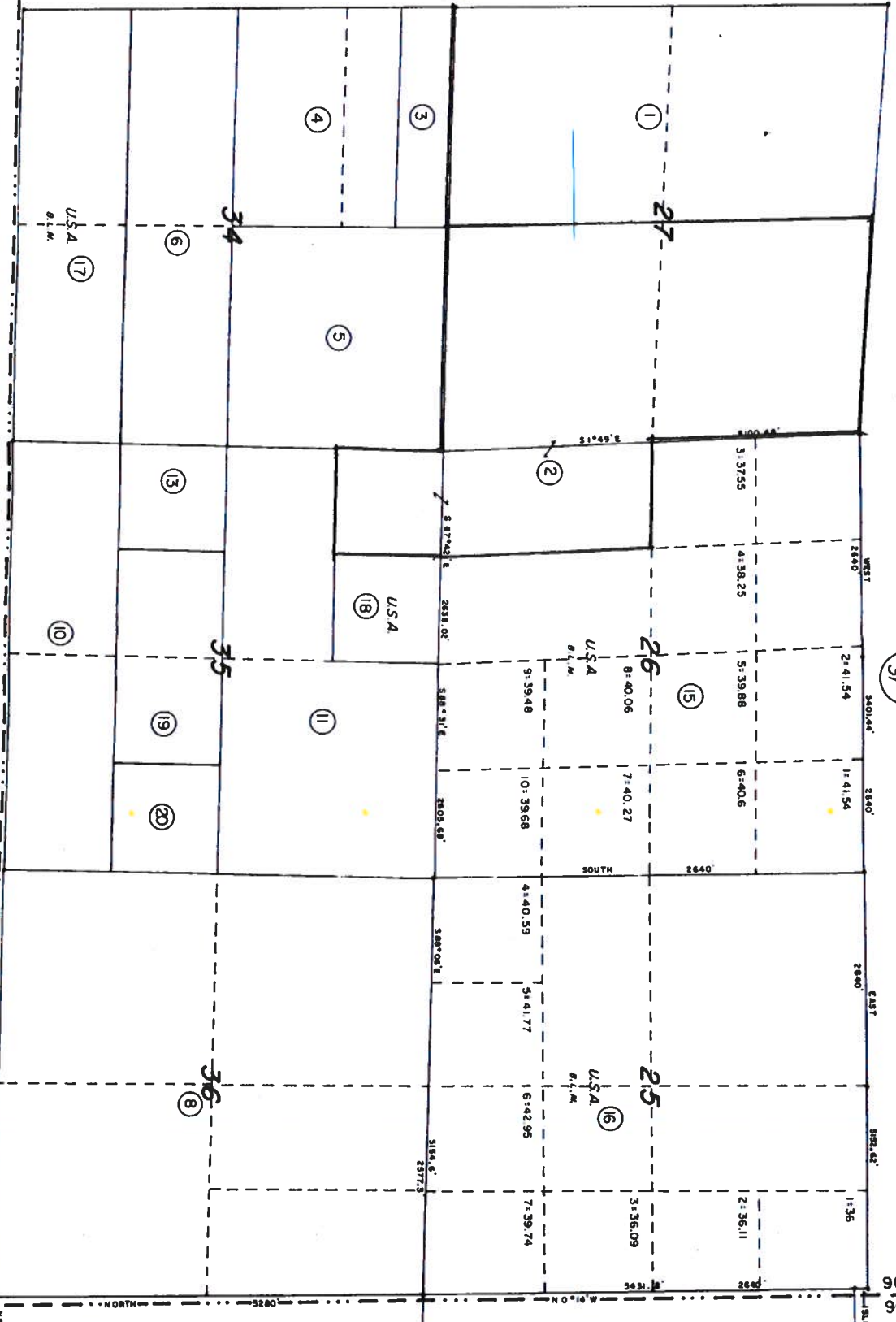
**Exhibit D**  
 Repealed 11-28-72

172 257

T46N R2E

PAGE 31

Tax Area Code 90-09



PAGE 34

90-09  
90-02

BOOK 10

52

PAGE 40

Exhibit A-2

Exhibit D

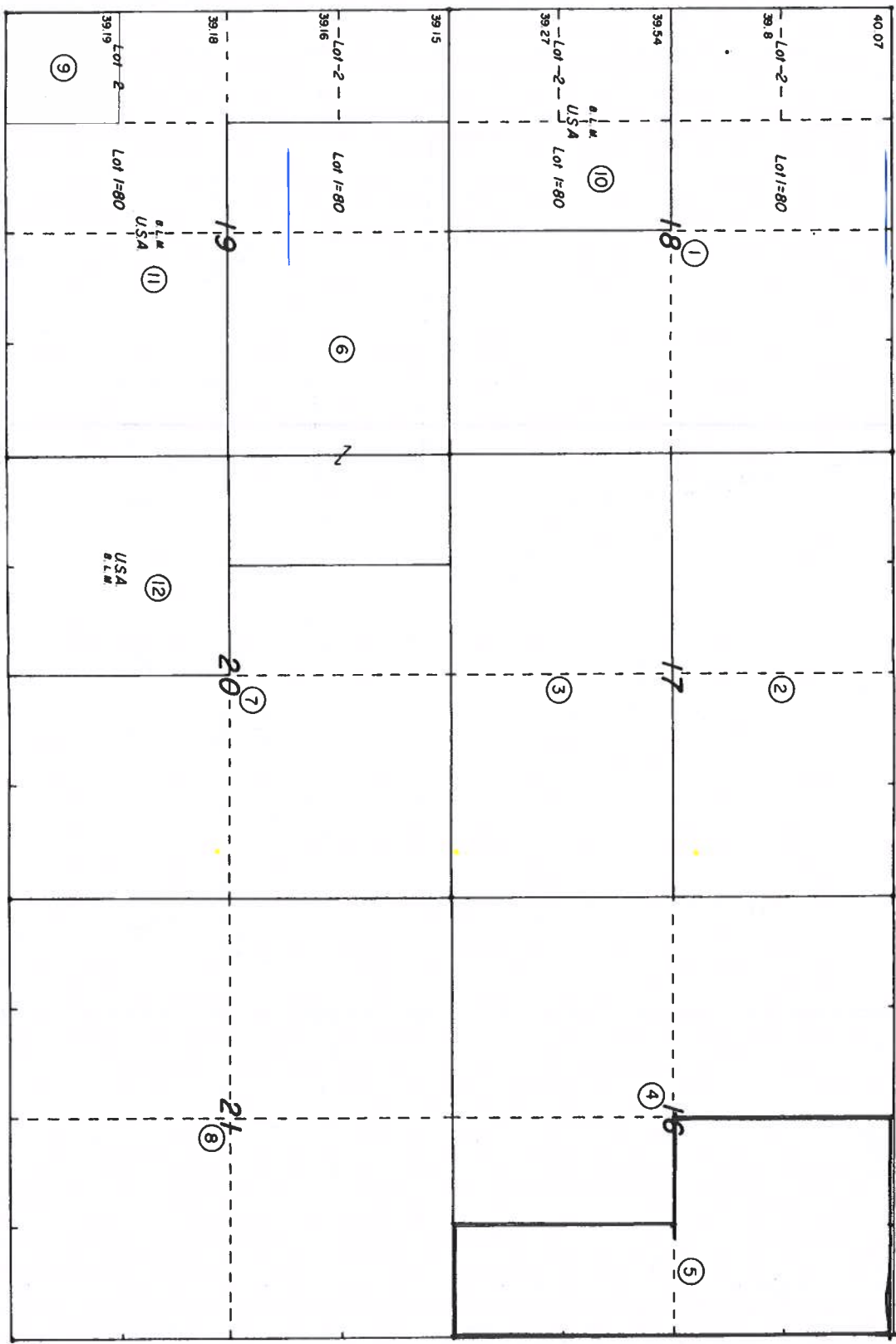
90-00  
90-02  
PAGE 259

T 46 N R 2 E

PAGE 30

Tax Area Code 90-09

2-32



PAGE 15

PAGE 34

Assessor's Map  
County of Siskiyou, California  
VOL. 719

PAGE 31

Exhibit D  
Map No. 261

Exhibit A-2



T46N R2E

Tax Area Code  
90-09

63-02-31

PAGE 29

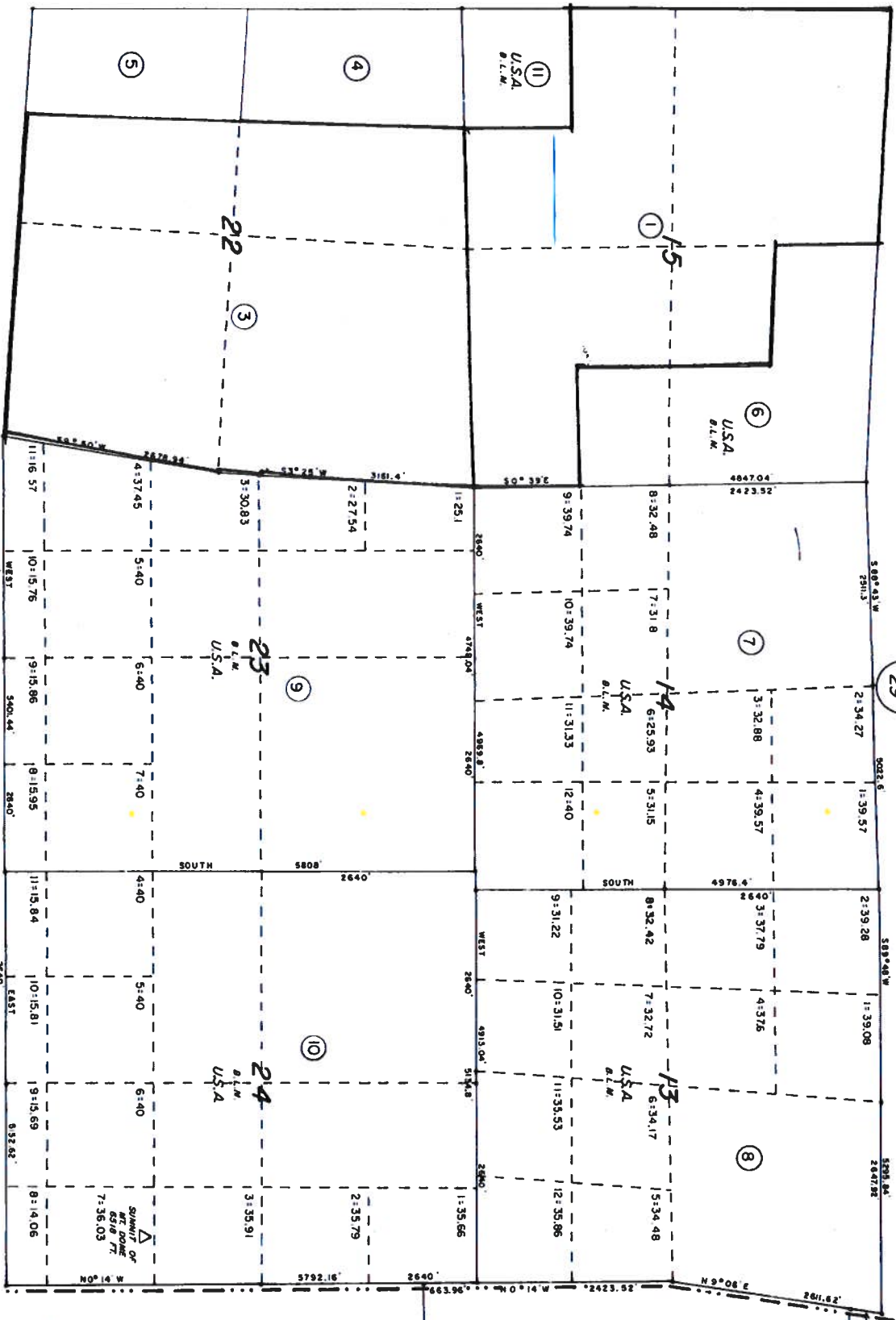
PAGE 32

PAGE 38

PAGE 33

Exhibit D

Exhibit A-2

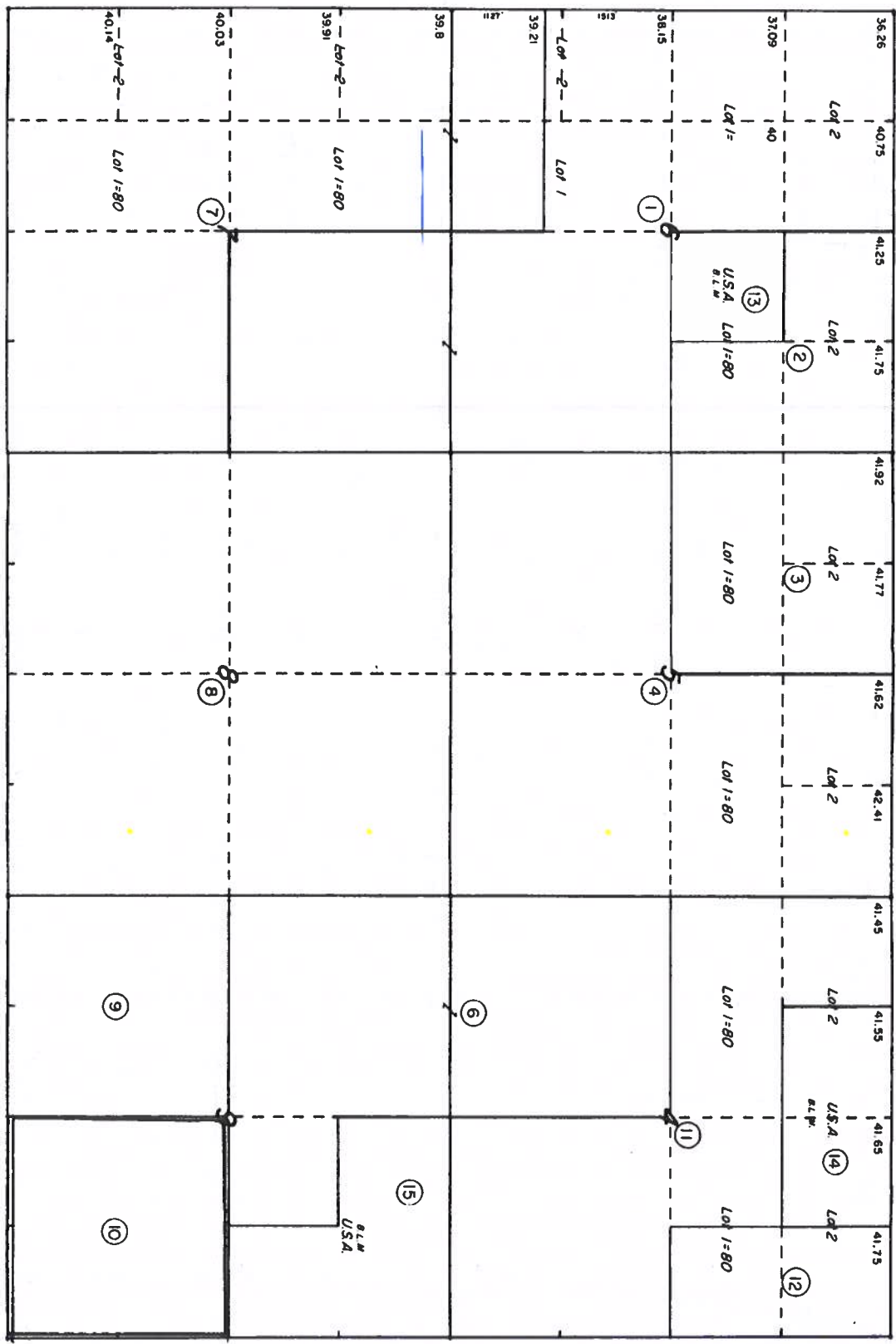


263

SECTION AND TOWNSHIP CODE, SECTION 327.

T 46 N R 2 E

Tax Area Code  
90-09



PAGE 13

PAGE 28

PAGE 32

PAGE 29

112 PAGE 284

Assessor's Map  
County of Siskiyou, California  
112 PAGE 285

Exhibit D

Exhibit A-2



This map is taken from the original...  
...This page...  
...SECTION 327.

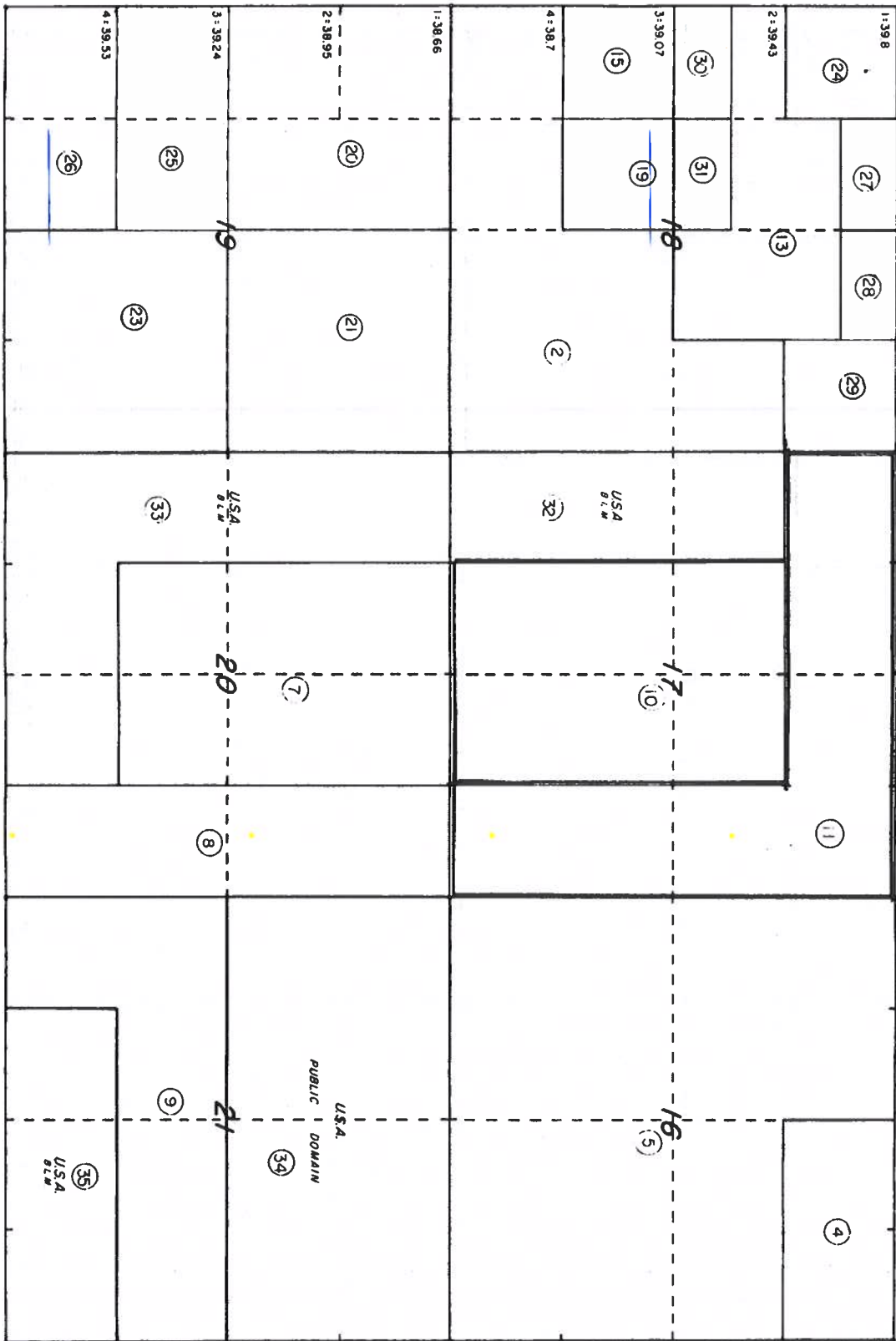


T 46 N R 1 E

PAGE 14

Tax Area Code 90-04

2-16



BOOK 3

PAGE 18

712 PAGE 18

Assessor's Map  
County of Siskiyou, California

712 PAGE 18

Exhibit D

This map was prepared by the office of the Assessor of the County of Siskiyou, California, and is a true and correct copy of the original map as shown to the Assessor. It is subject to the provisions of the Revenue and Taxation Code, Section 327.

PAGE 15

Exhibit A-2



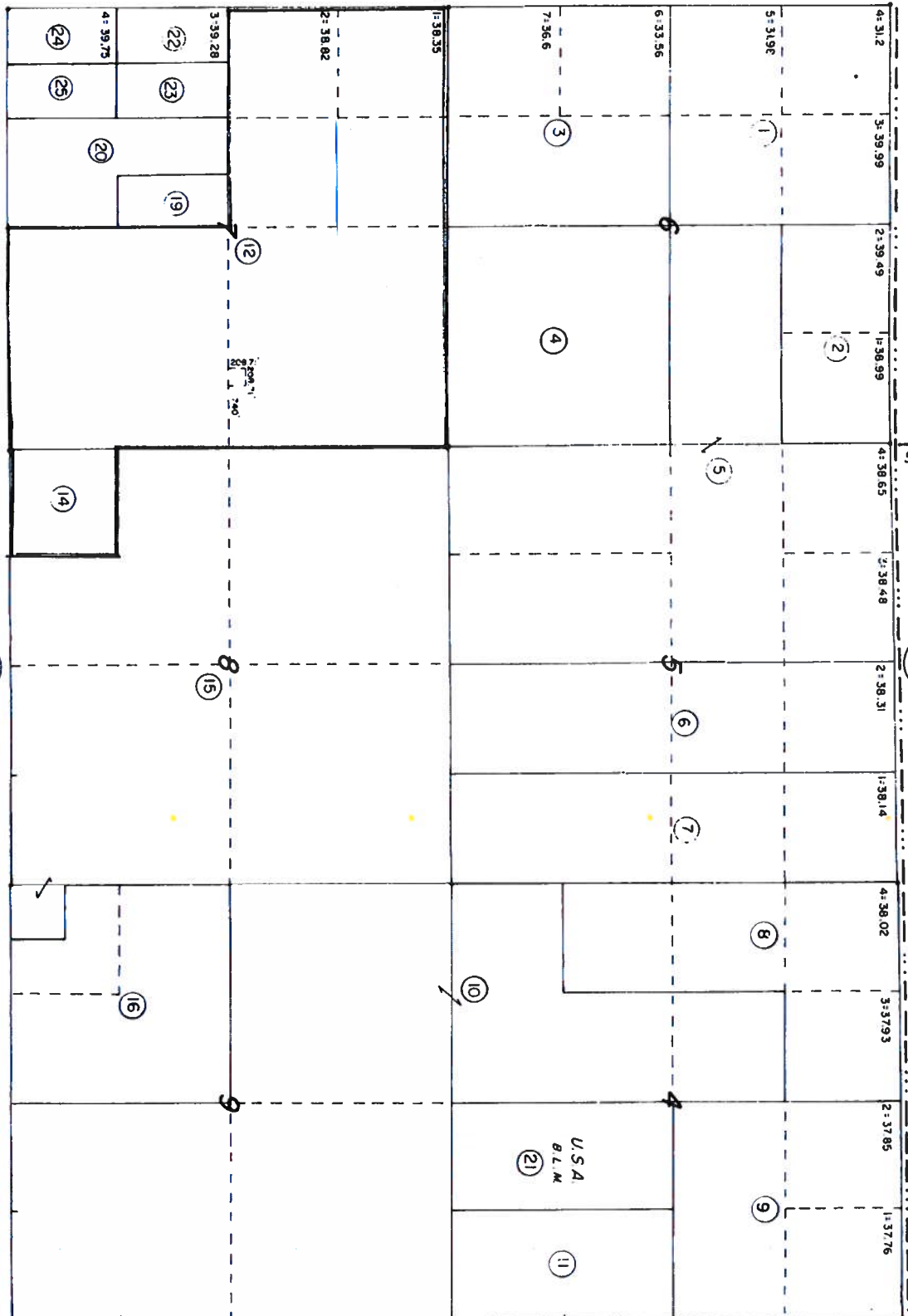


90-01  
90-04  
90-09  
90-04  
90-01

T 46 N  
R 1 E

Tax Area Code  
90-04

2-14



BOOK  
3

PAGE  
12

PAGE  
13

PAGE  
16

**Exhibit D**

This exhibit is a true and correct copy of the original survey as filed in the office of the County Clerk, County of ... State of ...

AND REVISION: ... SECTION 313

Exhibit A-2

RESOLUTION NO. 304, BOOK 7  
APPROVAL OF NEW AGRICULTURAL PRESERVE CONTRACTS IN  
AGRICULTURAL PRESERVE ESTABLISHED BY  
RESOLUTION NO. 303, BOOK 7, ADOPTED 1-13-77

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. 303, Book 7,  
adopted on 1-13-77, 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, 1977.

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 January,  
1977, by the following vote:

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

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, Clerk  
Board of Supervisors

By Jeanne Kendrick  
Deputy

RESOLUTIONS
NO. <u>304</u>
BOOK <u>7</u>

Exhibit D

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 1)

BURTON, Burnell M. & Rose A. R.F.D., Box 60B Fort Jones, California 96032	15-530-040 15-560-020 24-110-180	
BURTON, Fred W. Ruth L. Burton Patricia Davidson Barbara Gregory Lynda See Timothy Burton P. O. Box 186 Yreka, California 96097	14-210-020 14-240-040 14-240-050 14-250-360 14-250-370 14-300-360 14-300-370 14-310-030 14-310-100 14-310-110 14-310-150	14-310-360 14-310-380 14-310-390 14-310-400 14-310-410 14-310-420 14-430-010 14-430-200 22-020-010
BURTON, Homer Bryan, ESTATE OF c/o Fred W. Burton Forest House Ranch P. O. Box 186 Yreka, Ca. 96097	12-080-050	
CARRIER, John Edward & Mark Eric Box 633 Foresthill, California 95631		
AGENT: E. Orlo Davis Rt. 1, Box 117 Montague, Ca. 96064	11-300-010 11-270-070	
COONROD, Donald James & Star Iris Rt. 1, Box 177 Montague, California 96064	11-120-020 11-120-030 11-120-080 11-120-090 11-120-060	11-110-010 19-010-030 11-240-070 11-240-100 19-080-020
DAVIDSON, James J. & Patricia Fort Jones Road Yreka, California 96097	14-31-320 14-31-330 24-260-040	
DEMULDER, David Rt. 1, Box 637 Montague, California 96064	13-250-690	
DEXTER, G. Roland Rt. 1, Box 628 Montague, Ca. 96064	13-250-030 13-250-650 13-250-670	
FINNEY, Pauline R. Meeker 843 W. Harrison Chandler, Arizona 85224	22-230-030 22-420-040	
FLEISCH, Lloyd & Rose A. Rt. 1, Box 271 Montague, Ca. 96064	12-590-060	

Exhibit D

112 10033

**AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 -(PAGE 2)**

<b>HANSEN, Walter O. &amp; Barbara S.</b> P. O. Box 129 Fort Jones, Ca, 96032	24-190-300 24-260-050 23-290-010 24-260-110 (except the SW 1/4 of the NW 1/4 of Section 36)	24-190-310 23-270-050
	24-260-120 (except the NW 1/4 of the NE 1/4 of Section 36)	
<b>HAWKINS, Suzanne</b> P. O. Box 93 Lickeford, Ca. 95237	2-330-020 2-290-050 2-300-100 2-310-010 2-310-030	2-320-050 2-140-120 2-140-140 2-160-110 2-160-100
<b>AGENT: James Johanson</b> Box 65 Dorris, Ca. 96023		
<b>HEGLER, Arthur A. &amp; Merle R.</b> Walker Bridge Klamath River, Ca. 96050	7-360-010 7-570-080 7-570-100 7-570-140	
<b>KERNS Enterprises</b> P. O. Box 876 Tuolumne, Ca. 95379	3-130-060	
<b>LEMONS, E.G. &amp; Agnes F.</b> 620 French Street Yreka, Ca. 96097 (ESTATE OF E. G. LEMOS)	4-040-031 4-040-090 4-040-580 4-040-590 4-060-060	4-060-100 4-060-160 4-060-170 4-080-040
<b>McCOACH, Edward</b> 2914 Shasta View Drive Redding, Ca. 96001	28-490-150	
<b>McKAY, Andrew L. &amp; Alice M.</b> Box 154 Dorris, Ca. 96023	2-050-100 2-050-130	
<b>MONTREUIL, Herman B. &amp; Laurel J.</b> 10522 Orange Park Blvd. Orange, Ca. 92669	14-120-630 14-120-640 14-120-650 14-120-660	14-390-200 14-390-210 14-390-220 14-400-080
<b>MORRISON &amp; DAVIDSON</b> Claire H. Morrison James J. Davidson, Jr. Star Route Yreka, Ca. 96097	14-310-020	



AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 3)

NEWTON, Albert H. Sr. Genevieve Newton Albert H. Newton, Jr. Michael P. Newton Nancy Newton Mainers 300 Fourth Street Yreka, Ca. 96097	22-130-020	22-180-270
	22-130-070	22-180-280
	22-140-050	22-390-070
	22-140-070	23-390-080
	22-140-080	23-390-100
	22-140-100	23-390-120
	22-150-010	23-390-130
	22-150-020	23-390-140
	22-150-050	23-400-110
	22-150-110	23-400-140
	22-150-120	23-400-150
	22-150-130	23-400-160
	22-150-140	23-400-170
	22-150-150	23-400-180
	22-150-180	23-400-190
	22-150-190	23-400-200
	22-160-020	31-210-040
	22-180-090	31-580-040
	22-180-230	31-580-090
	22-180-240	31-580-100
22-180-250	31-580-110	
22-180-260	31-590-010	
	31-590-030	

NEWTON, Albert H., Sr. Genevieve Newton Albert H. Newton, Jr. Michael P. Newton Nancy Newton Mainers 300 Fourth Street Yreka, Ca. 96097	31-340-020
	31-350-060
	31-350-070
	31-590-060

NEWTON, Albert H., Sr. Genevieve Newton Albert H. Newton, Jr. Michael P. Newton Nancy Newton Mainers 300 Fourth Street Yreka, Ca. 96097	23-400-030

NICHOLS, Norman C. & Nancy L. Rt. 1, Box 110 Montague, Ca. 96064	12-46-02

OSTER, John S. & Lenore B. Rt. 1, Box 94 Fort Jones, Ca. 96032	14-29-10
	14-29-13
	14-29-25
	14-29-26

PORTERFIELD, Harold R. & Ruth L. " , Roger R. & Darlene L. " , Gary A. & Connie P. O. Box 235 Dorris, Ca. 96023	2-060-080	2-300-010
	2-090-080	2-150-020
	2-280-030	2-040-090
	2-300-080	2-110-020
	2-130-030	2-280-010
	2-240-050	10-260-030
	2-300-020	2-090-070
	2-260-190	2-280-070
	10-270-010	2-300-040
	2-090-030	2-250-010
	2-260-100	2-320-010
	2-320-020	2-260-050
	2-260-150	2-280-090
	2-320-060	2-090-060
	2-130-040	2-280-040
	2-280-080	2-300-060
	2-260-180	2-110-010
	10-260-020	2-300-070
	2-090-020	2-260-140
	2-240-060	
2-260-080		

Exhibit D



AGRICULTURAL PRESERVE APPLICATIONS (PAGE 4)

SILVA, Russell  
Rt. 1, Box 317  
Montague, Ca. 96064

12-600-130

SOLUS, Ernest E. & Dorothy May  
Box 535, Edgewood Rural Station  
Edgewood, Ca.

20-130-050  
20-160-130  
20-310-050  
20-320-040  
20-340-060

20-340-210  
20-340-230  
20-350-060  
20-350-070  
20-340-260  
20-350-010

STATE-LINE PRODUCE CO.  
c/o Claes Nilsson  
P. O. Box 806  
Tulelake, Ca. 96134

2-010-030  
2-020-100  
2-040-070  
2-040-130  
2-050-040  
2-050-090

2-060-010  
2-060-020  
2-060-050  
2-060-060  
2-070-030  
2-080-050

WHITSETT, Frank & Mildred E.  
1200 Maple Street  
Yreka, Ca. 96097

12-32-02  
22-200-010  
22-200-070  
22-200-190

22-210-030  
22-210-040  
22-210-050  
22-410-080

WOODWARD, George & Doris  
Box 131  
Hornbrook, Ca. 96044

11-110-040  
19-010-010  
19-010-020  
19-010-040

Ad 9/15/78

(29)

Clarke Copy

14697

FILED

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: LEWIS W PARSONS & CARROLL ROBISON  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) NONE  
*(y none - write none)*

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

APPLICANT'S ADDRESS: P.O. Box 99 MACDOEL CAL 96058

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 REQUESTER OF SISKIYOU COUNTY CLERK OF: SAME MAILING ADDRESS: SAME

00 MIN. PAST 8 AM  
RECORDS SISKIYOU COUNTY, CALIF.

FEB 23 1978

Vol. 808, Page 268  
RECORDED FEB 2 None

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
GRAZING TAX AREA <sup>90-09</sup>	2-330-110	240
GRAZING TAX AREA 70-04	2-346-170	40
" " " 90-04	10-130-180	40
" " " 90-04	10-130-200	80
Total acreage		<u>400</u>

~~Attached hereto and made a part hereof as if fully set forth is a list and copies of pertinent code sections relating to California Land Conservation Contracts.~~

I declare under penalty of perjury that the information contained in the application is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the cost incurred to correct the records concerning the land conservation contract and any and all cost of collecting or correcting taxes, along with a reasonable attorneys fee which may be incurred in this matter.

OWNER/OWNERS SIGNATURE: Lewis W Parsons  
Carroll Robison

FOR PLANNING DEPARTMENT USE ONLY:

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

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

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

FORM APPROVED

This 23rd day of Feb, 1978

FRANK J. DeMARCO

County Counsel

Frank J. DeMarco  
SISKIYOU COUNTY, CALIFORNIA

Exhibit D

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 \_\_\_\_\_, 1977, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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



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

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

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

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

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

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

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in

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

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

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

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

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

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

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

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

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

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

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





Notice to the Owner shall be addressed as follows:

Lewis W Parsons Macdonel Calif. 96054  
Carroll Robison Macdonel Calif. 96054

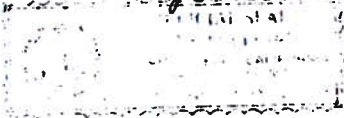
IN WITNESS WHEREOF the Owner and the County have  
executed this Contract on the day first above written.

Lewis W Parsons  
Carroll Robison

OWNER

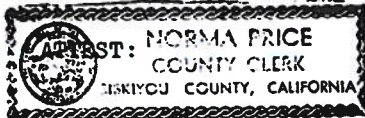
STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 22<sup>nd</sup> day of December, 1976,  
before me, Irene Milligan, a Notary  
Public, in and for said Siskiyou County, personally  
appeared Lewis W Parsons & Carroll Robison  
known to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged to me  
that they executed the same.



Irene Milligan  
IRENE MILLIGAN  
Notary Public

My Commission expires: May 22, 1978



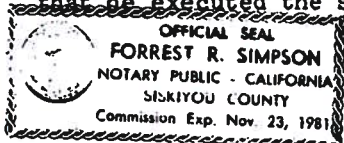
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

[Signature]  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this 23<sup>rd</sup> day of February, 1976, before  
me, Forrest R. Simpson, a Notary Public, in and for  
said Siskiyou County, personally appeared  
George Washer known to me to be the Chairman  
of the Board of Supervisors of Siskiyou County whose name is  
subscribed to the within instrument, and acknowledged to me  
that he executed the same.



Forrest R. Simpson  
Notary Public

My Commission Expires: 11-23-81

Exhibit D

T 45 N R 2 E

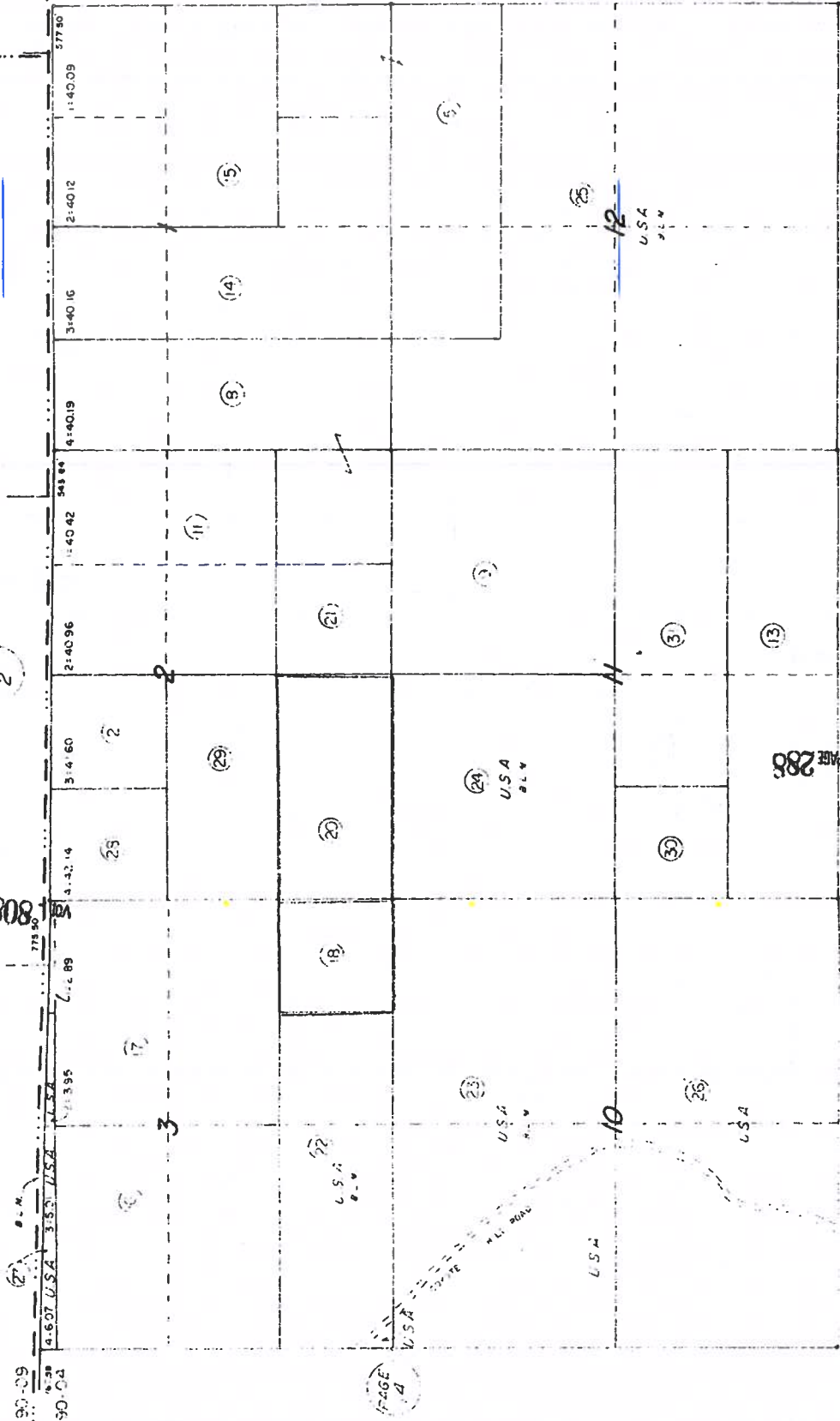
808 PAGE 286

BOOK 2

Tax Area Code 90-04

10 - 156 808 PAGE 283

90-00 90-04



PAGE 4

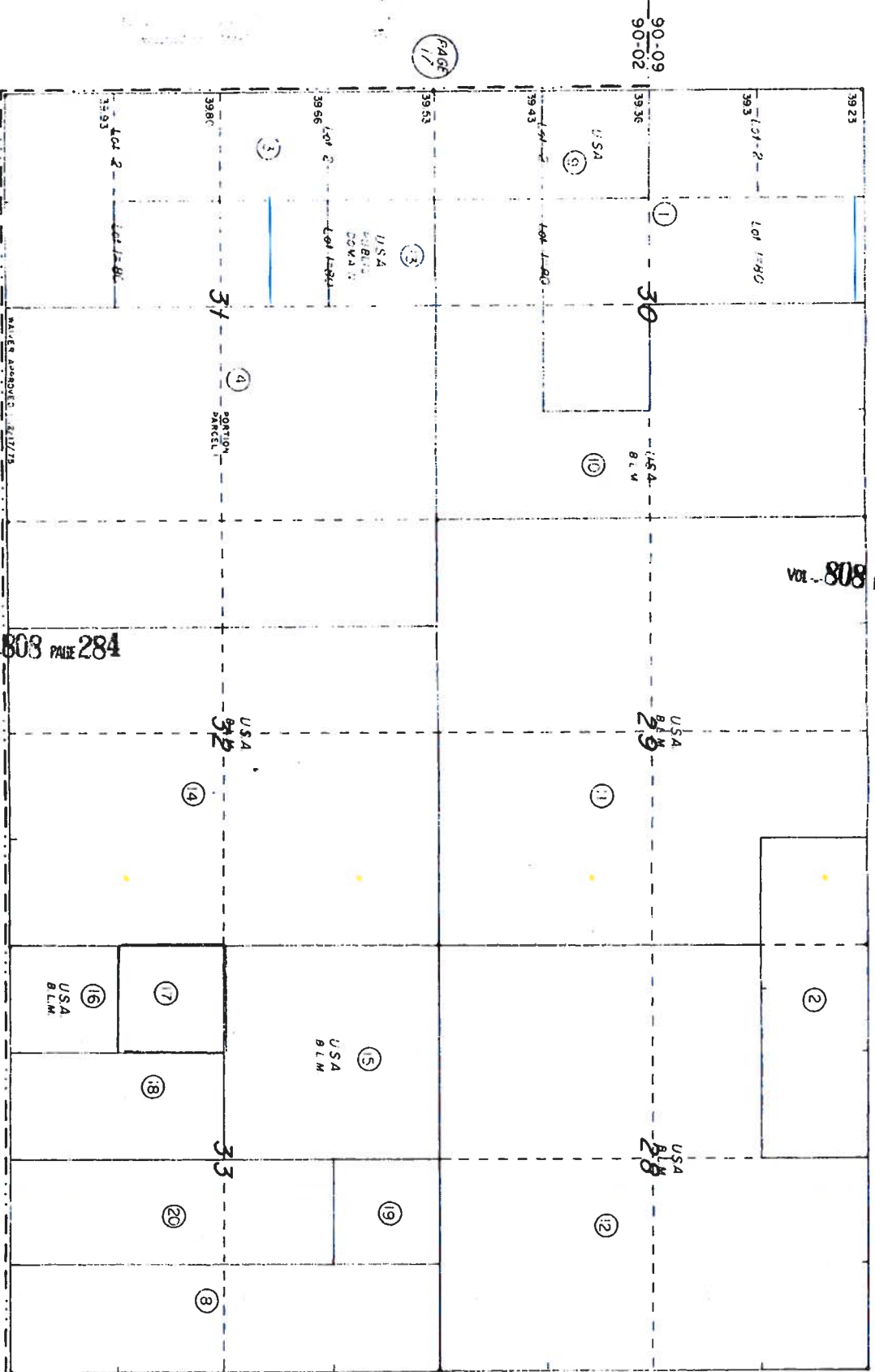
PAGE 26

PAGE 16

808 PAGE 285

808 PAGE 283

Exhibit D



VALLEY ANCHORAGE 2/17/78  
 111 7th St. 995 3/9/78  
 ANCHORAGE 2 734 383 4-25 '8

VOL 808 PAGE 282

VOL 808 PAGE 284

T 46 N R 2 E

BOOK 10

Tax Area Code  
 90-09

Exhibit D

9109  
 9102

VOL 808 PAGE 285

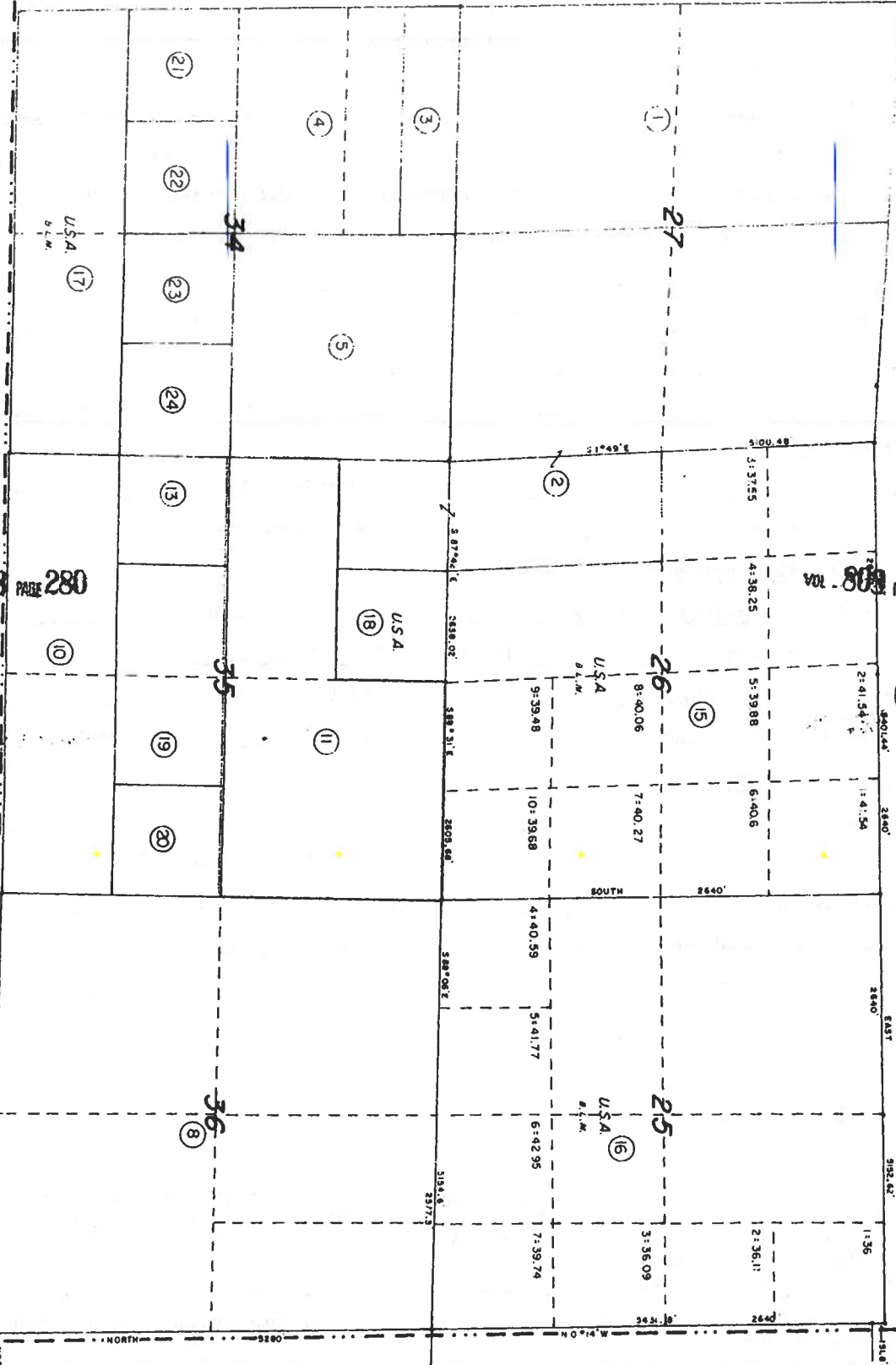
PAGE 33

Exhibit A-3

2-34  
 1:1200  
 VOL 808 PAGE 283

90-09  
90-02

PAGE  
34



VOL. 808 PAGE 280

BOOK  
10

VOL. 808 PAGE 278

PAGE  
31

T46 N R2E

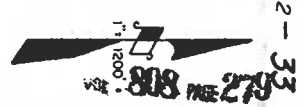
Tax Area Code  
90-09  
90-00

Exhibit D

VOL. 808 PAGE 281

PAGE  
40

Exhibit A-3



2-33

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

*Lewis W. Parsons*

*Madras Calif. 96058*

OWNER'S NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

PARCEL NUMBERS 2-330-110 2-340-170 10-130-180 10-130-200

HOW LONG HAVE YOU OWNED THIS LAND? Seven years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 400 Carrying capacity 20 Cows

Irrigated pasture acreage \_\_\_\_\_ Carrying capacity \_\_\_\_\_

Dry farming acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Field crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Row crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Grazing AUM \_\_\_\_\_ Term \_\_\_\_\_ Fees paid \_\_\_\_\_

Other acreage \_\_\_\_\_ Type \_\_\_\_\_ Production per acre \_\_\_\_\_

OTHER INCOME:

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_

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

LAND LEASED FROM OTHERS:

Name of Owner Robert Laird No. of acres 10000

Rental fee per acre 204 Use of land grazing

Terms of lease Cash Lease termination date 1982

Share cropped with others: Crop \_\_\_\_\_ % to owner \_\_\_\_\_ Acres \_\_\_\_\_

LAND LEASED TO OTHERS:

Name and address of lessee \_\_\_\_\_

No. of acres \_\_\_\_\_ Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_

Terms of lease \_\_\_\_\_ Lease termination date \_\_\_\_\_

Share cropped to others: Crop \_\_\_\_\_ % to owner \_\_\_\_\_ Acres \_\_\_\_\_

List expenses paid by land owner \_\_\_\_\_

REMARKS ON INCOME, ETC.:

The above statements are certified by the undersigned to be true and correct and this land is used for the intensive production of food or fibre, or the land is used to support the agricultural economy and has public value.

Signed *Lewis W. Parsons* 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.



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

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

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

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

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

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

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

ABSENT: None.

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

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

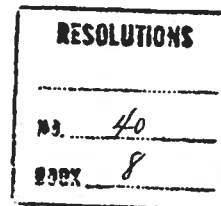
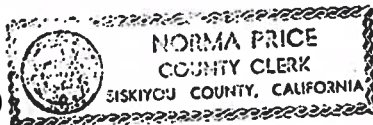


Exhibit D

VOL. 808 PAGE 291

Exhibit A-3

EXHIBIT "A"

ROSS PARK HOMES, INC. 2510 Stevens Creek Blvd. San Jose, California 95128	20-040-080 20-050-020
BOOS, Paul N. and Margaret Star Route Montague, California 96064	4-060-150 4-060-250 4-070-080 4-070-110 4-070-130 4-070-170 4-070-190
BORTALAZZO, Victor & Ruth P.O. Box 104 Grenada, California	12-26-201 12-27-151 12-27-221
BRAY, Eugene W. & Patricia C. Rt. 1 Box 638 Montague, California 96064	13-250-500
BURTON, Edward S. & Emma S. Rt. 1 Box 60 Ft. Jones, Ca. 96032	15-410-320 15-560-010 15-590-210 15-560-100 15-560-110 15-570-070
BUSCOMBE, William H. P.O. Box 5 Gazelle, California 96034	22-220-200 22-250-310
CAVENER, Mary D. Star Rt. Box 22 Macdoel, California	3-130-180
CLEMENT, Paul & Edward H. Rt. 1 Box 631 Montague, California	13-250-430 13-260-230 13-260-390 13-260-410 13-260-050
CLEMENT, Paul & Edward & Albert Rt. 1 Box 631 Montague, California	13-260-140 13-260-150 13-260-360 13-260-380

COOK, Cyril H. & June M.  
Rt. 1 Box 610  
Montague, California 96054

5-120-200  
5-120-440  
5-130-080  
5-130-100

EVANS, Gail & Joan G.  
Rt. 1 Box 58  
Ft. Jones, California 96032

24-110-490

FIOCK, Everette C.  
Box 395  
Yreka, California 96097

13-109-030  
13-110-200  
13-110-210  
13-120-120

FIOCK, Henry E. (Estate)  
c/o Everette C. Fiock &  
Mrs. Henry E. Fiock  
Box 395  
Yreka, California 96097

13-260-080  
13-260-120  
13-260-190  
13-260-330  
13-260-350  
13-280-250  
13-280-310  
13-280-330  
13-310-020  
13-310-050  
13-310-060

FLACK, Virgil L. & Barbara Jane  
P.O. Box 728  
464 Bel Air Drive  
Weed, California 96094

22-400-010

FRANKLIN, Jesse & Bertha  
Box 44  
Grenada, California 96038

12-130-010

GOODE, Dale & Juanita S. Goode  
Route 1 Box 55  
Klamath Falls, Oregon 97601

3-410-460  
3-410-690  
3-410-700  
3-410-490  
3-440-290  
3-440-300  
3-440-330  
3-440-340  
3-440-180  
3-420-200

HAGEDORN, Harvey  
Rt. 1 Box 619  
Montague, California 96064

5-37-1  
5-37-8  
5-36-3

HAYDEN, Frank J.  
Star Route  
Etna, California 96027

23-290-020  
23-290-050  
31-240-110

HAYDEN, Nerva M. & Gladys  
Star Route  
Etna, California 96027

23-030-060  
23-030-330  
23-030-370  
23-030-090  
23-030-110  
23-030-340  
23-030-350  
23-040-240  
23-040-250  
23-070-370  
23-070-380  
23-070-390  
23-450-070  
23-460-030  
23-210-070  
23-220-030  
23-220-020  
23-260-050  
23-270-070  
23-280-070  
23-290-040  
23-290-070  
23-290-080  
23-290-030  
23-310-010  
23-400-050  
23-410-090  
23-410-100  
23-410-060  
31-210-020  
31-210-050  
31-230-020  
31-240-270  
31-240-310  
31-240-430  
31-240-480  
31-240-490  
31-240-500  
31-240-510  
31-240-520  
31-240-530  
31-240-540  
31-240-550  
31-250-020  
31-250-040  
31-250-200  
31-250-330  
31-250-340  
31-560-030

Exhibit D

HOWIE, Jean S.  
Rt. 1 Box 780  
Yreka, California

12-080-070  
12-080-090  
12-090-020  
12-090-050  
12-090-090  
12-090-110  
12-100-020  
12-100-050  
12-110-010  
12-110-020  
12-290-010  
12-100-070  
13-330-110  
13-360-010  
12-290-020  
12-300-010  
12-330-030  
12-330-040  
12-340-020  
12-350-010  
12-350-020  
12-360-030  
12-390-030  
14-330-060  
22-390-040  
12-390-040

HUFFORD, Kenneth J. & Barbara A.  
Rt. 1 Box 548  
Montague, California 96064

ITEN, Carl J. & Velma M.  
P.O. Box 63  
Grenada, California 96034

12-150-040  
12-180-020  
12-190-080  
12-140-120

JOHNSON, George R.  
Rt. 1 Box 102  
Montague, California 96064

12-510-030

LAIRD, Robert M. & Alice J.  
132 Belhaven Drive  
Los Gatos, California 95030

002-270-030  
002-270-050  
002-290-040  
2-400-010  
2-330-080

MAYES, James W. & Mary Anne  
P.O. Box 255  
Dorris, California 96023

2-080-150

MONCHAMP CORPORATION  
Clifford Monchamp  
Rt. 1 Box 639  
Montague, California 96064

13-330-080  
13-330-180  
13-330-220  
13-340-140

MCCRACKEN, J.H. & Marjorie  
P.O. Box 100  
Gazelle, California 96034

22-300-030  
22-300-040  
22-300-070

OXLEY, Bruce & Carol  
Star Route  
Etna, California 96027

23-140-240  
23-140-070  
23-560-100  
23-570-190  
23-570-200  
23-560-090

PARSONS, Lewis W.  
ROBISON, Carroll  
P.O. Box 99  
Macdoel, California 96058

2-330-110  
2-340-170  
10-130-200  
10-130-180

RAZO, Mary S.  
OLIVOLO, John & Laura Jean  
Rt. 1 Box 613  
Montague, California 96064

5-120-190  
5-130-090

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

12-160-030  
12-030-040

Exhibit D

SELLSTROM, Thora  
c/o Thora Leoni  
P.O. Box 738  
Yreka, California 96097 13-470-200

SELLSTROM, Maurine  
Rt. 1 Box 458  
Montague, California 96064 13-420-070

SHARP, Chester L. & Linda J.  
Rt. 1 Box 1118  
Grenada, California 96038 12-270-231

SHARP, Chester L. & Linda J.  
Rt. 1 Box 1118  
Grenada, California 96038 12-270-211

SHARP, Chester L. & Linda J.  
Rt. 1 Box 1118  
Grenada, California 96038 12-270-181

STEWART, Malcolm D. & Susan  
P.O. Box 90  
Grenada, California 96038 12-180-030  
12-190-100  
12-170-060

STORY, Eva  
Box 442  
Antioch, California 94509 28-310-040

Notices also to:

Ed McCoach  
2914 Shasta View Drive  
Redding, Ca. 96001

SWENSON, Vernon L. & Leora  
Rt. 1 Box 197  
Mt. Shasta, California 96067 29-120-270  
29-120-280  
29-120-290

WALKER, Robert Z. & Carolyn H.  
MAVIS, Geoffrey O. & Laurie Y.  
1888 Century Park East, Suite 800  
Los Angeles, California 90067 5-090-560  
5-080-120  
4-100-060

WHITSETT, Frank & Mildred E.  
1200 Maple Street  
Yreka, California 96097 22-240-010  
22-440-010  
22-450-020  
22-460-010  
22-480-060  
22-480-210

YORK, Dorman R. & Marita E.  
Rt. 1 Box 606  
Montague, California 96064 5-130-120  
5-130-060  
5-120-150  
5-160-020  
5-370-100  
5-380-150  
5-160-391  
5-160-401

YOUNG, Gladys T.  
Rural Route 1 Box 562  
Etna, California 96027 23-030-260  
23-030-240  
23-030-250

Exhibit D JACKSON, John S. & Patricia J.  
Rt. 1, Box 640  
Montague, CA 96064

13-330-010