

Staff Report

Submission Date: June 5, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Burroughs APA-23-02, Williamson Act Contract No. 71056 and 71057, Application to rescind their property from the existing contracts and reissue a single contract consisting solely of their property with the Commercial Agricultural Use livestock grazing.

Location: The project site is located on Sylva Road, north and east of the city of Montague on APNs 004-170-060, 004-180-030, 004-180-050, 004-180-110, 004-180-120, 041-160-120 and 041-160-140, Township 46N, Range 4W, Sections 29, 30 and 34 and Township 46N, Range 5W, Section 36, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71056 and 71057
B. Location Map
C. Zoning Map
D. Williamson Act Contract Amendment Questionnaire
E. Existing Contract and Establishment of Agricultural Preserve
E-1. Contract No. 71056
E-2. Contract No. 71057

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 1917.5 acres which currently has property under two separate contracts, each of which has multiple property owners. To accomplish this request, the Board of Supervisors would need to approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

The project does not propose to increase or decrease the acreage in Agricultural Preserve.

Parcel Creation

- APN 041-160-120 is a 2.5-acre legal parcel created by Grant Deed as recorded on December 13, 1950, in Siskiyou County Records in Volume 269 at Page 453.
- The remaining APNs consist of legal parcels created prior to the Subdivision Map Act and in compliance with County Subdivision Ordinance effective at the time of the parcel creation.

Parcel History

Williamson Act Contracts

- 80 acres of the subject property is a portion of Williamson Act Contract No. 71056 (Clerk's No. 66) as recorded on May 17, 1971, the Siskiyou County Records in Volume 623 at Page 173.
- 1837.5 acres of the subject property is a portion of Williamson Act Contract No. 71057 (Clerk's No. 67) as recorded on May 17, 1971, in the Siskiyou County Records in Volume 623 at Page 161. This contract was later modified when the owner issued a Notice of Non-Renewal for a portion of the property, as recorded on September 28, 1983 in the Siskiyou County Records in Volume 1012 at Page 50.

Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 404, Book 2, adopted on January 28, 1969.

Analysis

Preserve Requirements

Preserve Size

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.

Not all parcels are contiguous, however all parcels are owned in common, therefore meeting this requirement.

Soils Class

Per County Rules Section III, Item C, Agricultural land in a preserve must contain at least 40 acres of Class I or II equivalent soils and a preserve may not be created for land consisting solely of Class VI or VII.

The majority of soil types range from Class III through VI with some rock outcrop. Considering the substantial acreage of the project, it greatly exceeds the 40-acres of Class I or II equivalent soils required.

Contract Requirements

Zoning

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

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) Prime Agricultural, 40-acre minimum (AG-1-B-40) and Non-Prime Agricultural, 40-acre minimum (AG-2-B-40), as shown on the zoning map (Exhibit C).

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.

The parcels that are part of the proposal exceed the 40-acre minimum with the exception of APN 041-160-120, which is 2.5 acres.

Agricultural Production Uses

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

The property has historically been used for and continues to be used for dryland cattle grazing. The owner currently has a lease agreement for approximately 20-50 pair of cattle however this number dependent upon the amount of feed each year.

Compatible Uses

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

Residential Uses

County Rules Section IV, Item C allows for residential structures, which are to be occupied by persons directly engaged in the commercial agricultural operation.

The residence is occupied by an immediate family member.

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

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request, with the exception of the inclusion of the substandard 2.5-acre parcel, is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. In order to address the issue of the multi-owner contract, the Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution rescinding the 1917 acres from the existing contract and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use of rangeland and pasture for livestock production and forage, as proposed. However, the Administrator also recommends that the Board direct staff to bring back to the board a recommendation for a Notice of Non-Renewal of the 2.5-acre parcel that is substandard in size, once the new contract is established.

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 June 5, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

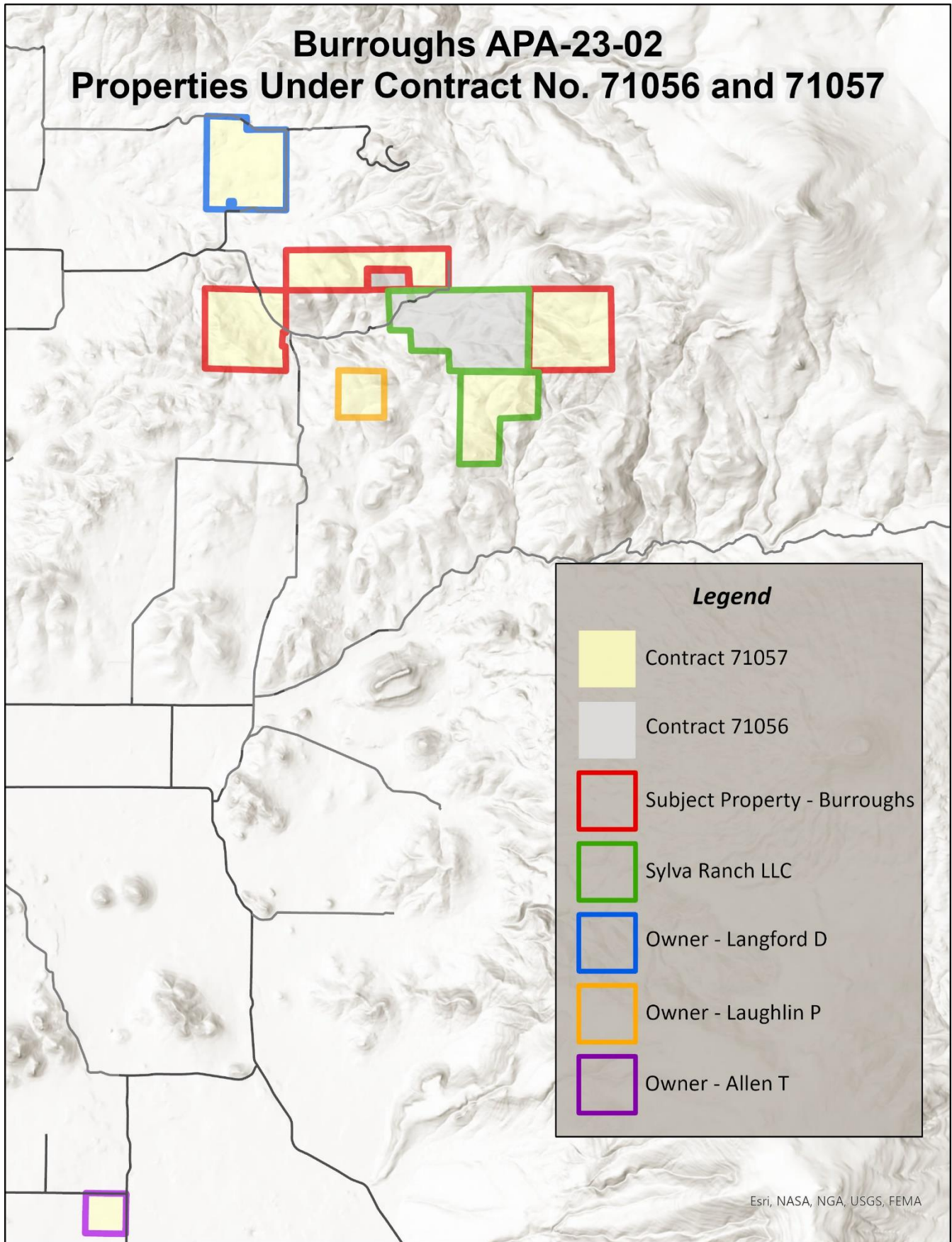


Exhibit A

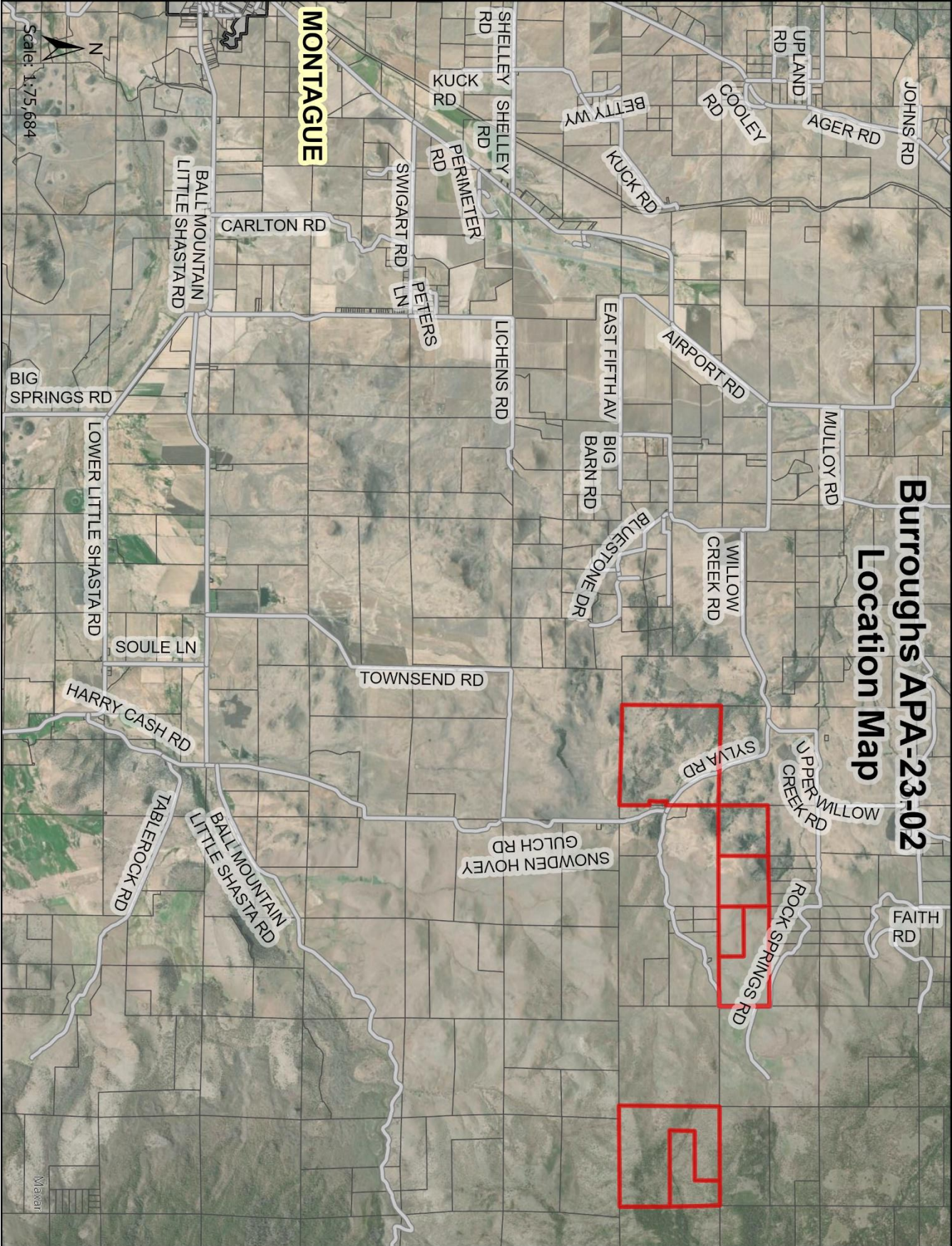


Exhibit B

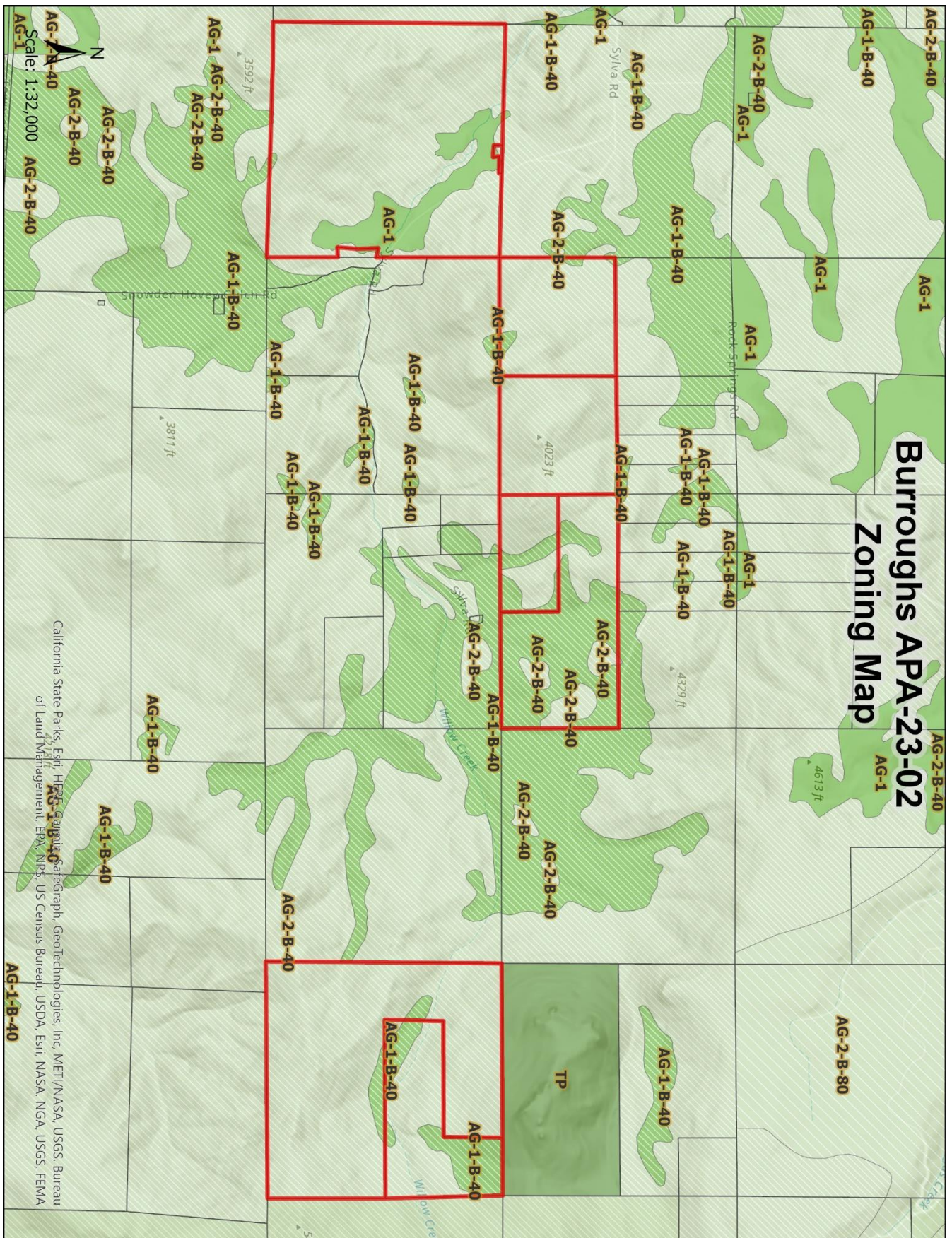


Exhibit C

Williamson Act Contract Amendment Questionnaire

(This form is to be attached to the County's standard application form)

Owner's name: Jeanne E. Burroughs and Stephen Burroughs, as Trustees of the Burroughs Family Trust of 2007, and Jesse Patrick O'Rourke

Address: PO Box 267, Clipper Mills, Ca 95930

Parcel Numbers: 041-160-140, 004-180-110, 004-180-050, 004-180-030, 004-170-060, 004-170-050, 004-180-120, 041-160-120

How long have you owned this land? inherited in July of 2022

Type of Agricultural Use:

Dry pasture acreage 1917

Irrigated pasture acreage _____

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop average _____ Crops grown _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ _____ per year _____ acres

Fishing rights \$ _____ per year _____ acres

Other _____ rights \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner _____ Number of acres _____

Rental fee per acre \$ _____ Use of land _____

Terms of lease _____ Lease termination date _____

Share cropped with others: Crop _____ Percent to owner _____ Acres _____

List expenses paid by landowner _____

Certification

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 fiber, or the land is used to support the agricultural economy and has public value.

Signed Jeanne E Burroughs, Trustee Date 2/4/23

Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

1. This signed form
2. The completed and signed County standard Application for Development Review
3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
4. A copy of the Grant Deed for each legal parcel
5. The legal description of the land included in the application and proposed change(s)
6. A copy of any and all Deeds of Trust for the land that is included in the application
7. A copy of the property's existing Williamson Act Contract

Planning Staff Comments Below

The above property is within one mile of a city: Yes No

Name of City: _____

Present Zoning _____

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

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

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

APPLICANT'S ADDRESS: Rt. 1 Box 603 Montague, Calif.

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Ranching	4-180-090	80
Ranching	4-380-030	239
Ranching	4-180-120	80
Ranching	4-180-100	640
Total acreage		<u>1039</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: Anthony J. Sylva

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

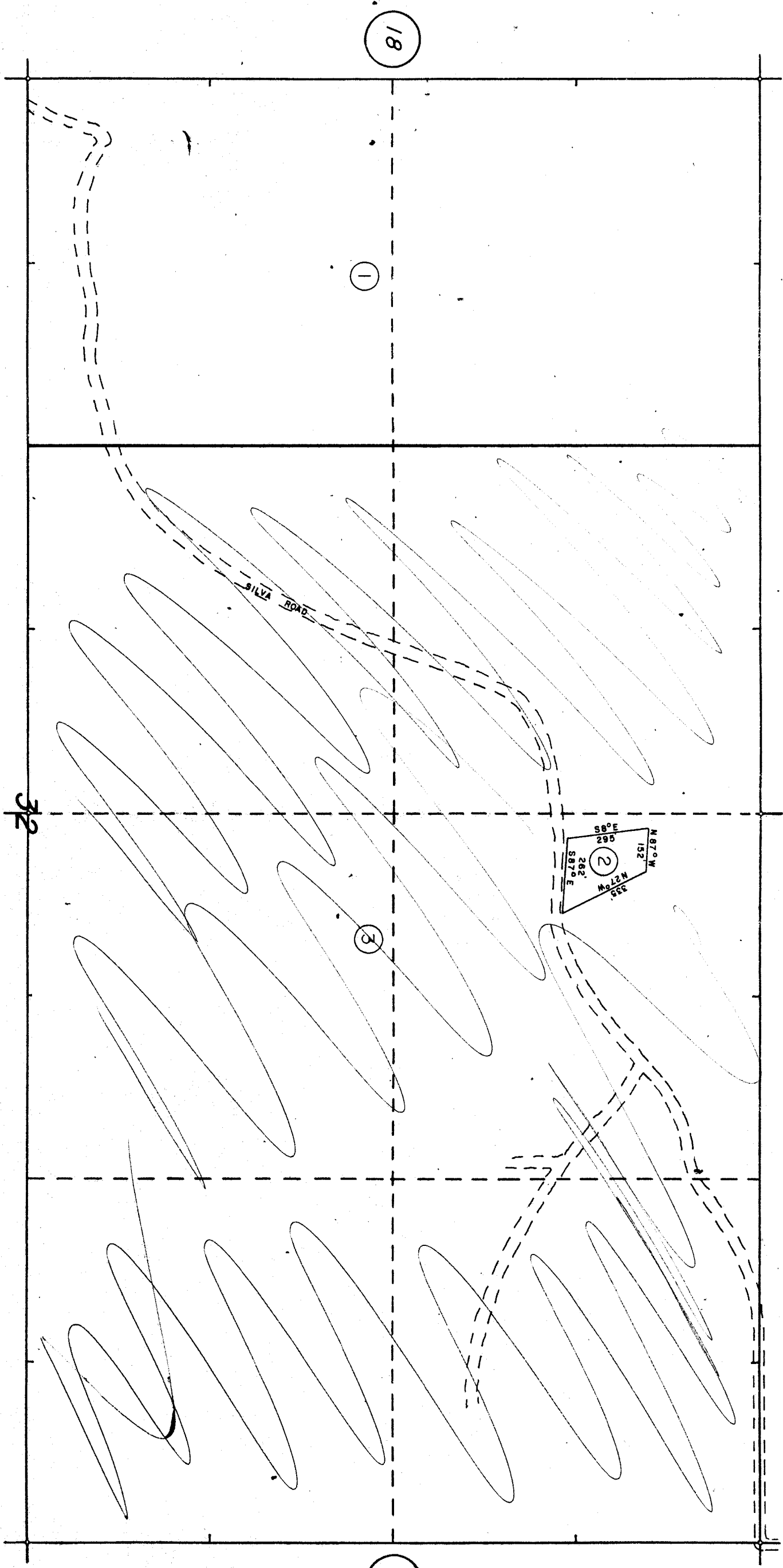
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes ___ No ___

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

1/2 of Sec. 32 T46 N R4W



Exhibit D



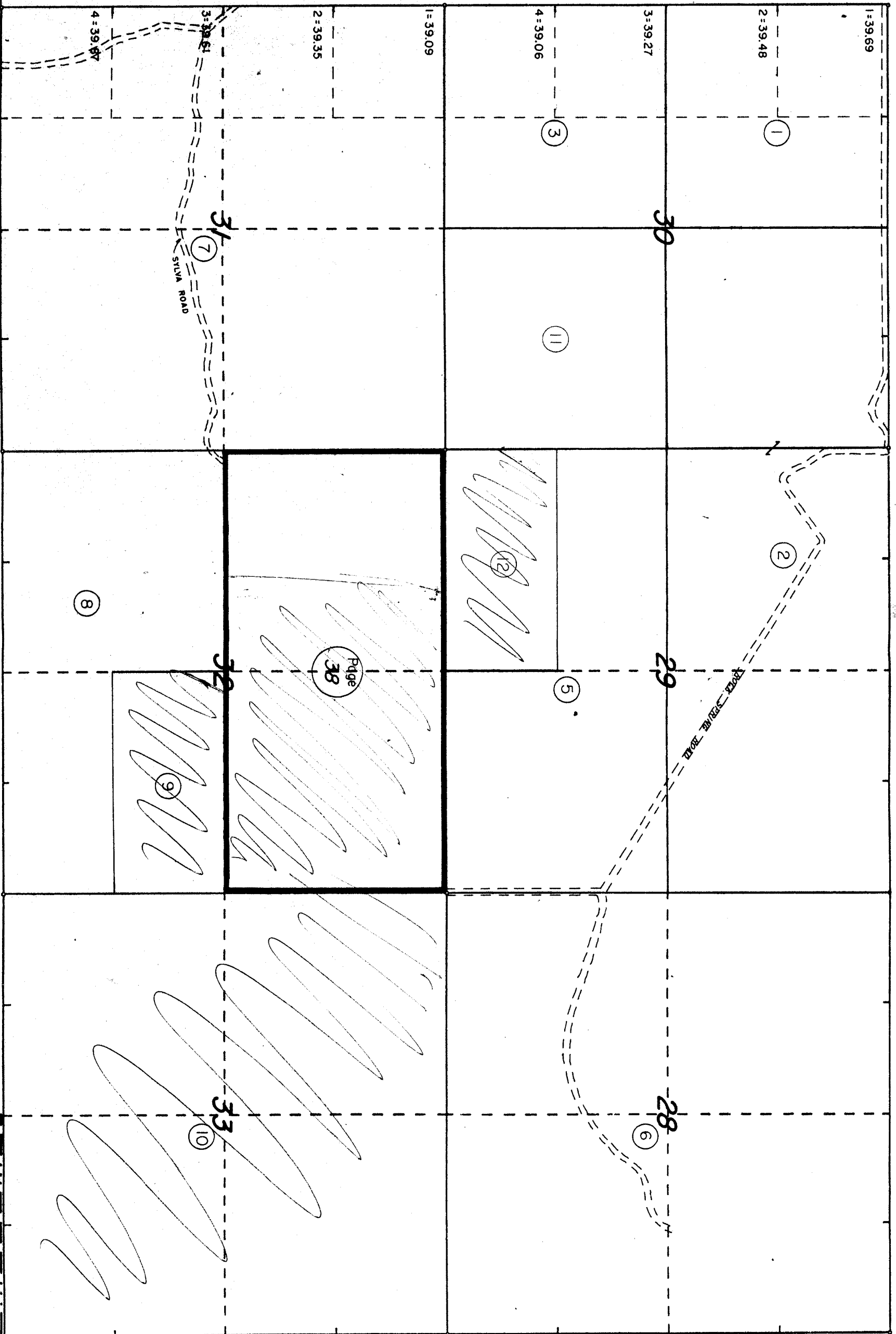
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Assessor's Map
County of Siskiyou, California

Exhibit E-1

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

T 46 N
T 45 N
850.08
R 5 W
R 4 W



T 46 N
R 4 W

15

Tax Area Code
121-01

4-18

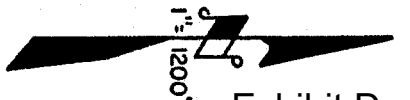
Book
11

Book
5

17

121-01
87-02
Assessor's Map
County of Siskiyou, California

121-01
87-02



May 28, 1971

Mr. Anthony J. Sylva
Rt. 1, Box 603
Montague, California

Dear Mr. Sylva:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 173, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

C
O
P
Y

MAR 17 4 37 PM '71

Vo. 623 Pg. 173

11966

RECORDED BY REQUEST
No Chg. 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 February 26, 1971, 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:

ANTHONY J. SYLVA

ROUTE #1 - BOX 603

MONTAGUE, CALIFORNIA 96064

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

Anthony J. Sylva

OWNER

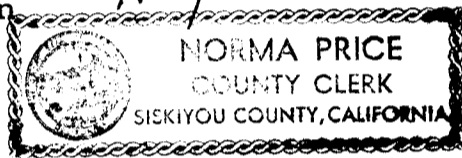
ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Joseph A. Hayden
Chairman

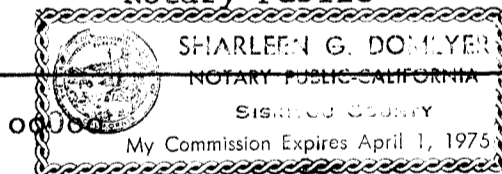
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 17th day of May, 1971, before
me, Sharleen G. Dooly a Notary Public, in and
for said Siskiyou County, personally appeared
Joseph A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Sharleen G. Dooly
Notary Public

My Commission Expires:



STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 14th day of May, 1971,
before me, Harry W. Meek, a Notary
Public, in and for said Siskiyou County, personally
appeared Anthony J. Sylva
known to me to be the person whose
name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Harry W. Meek
Harry W. Meek
Notary Public

My Commission expires: October 29th, 1973

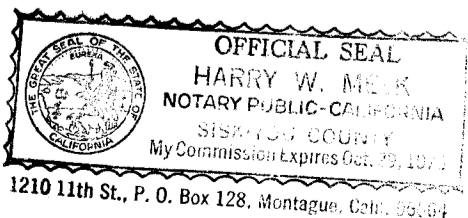


EXHIBIT "A"

List Assessor's Parcel Numbers below

4-18-09

4-38-03

4-18-12

4-18-10

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

12th day May 19 71

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

ABSENT: Supervisor Earl F. Ager.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD.

Because of new legislation extending the time for filing and recording Land Conservation Contracts, it was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that the Chairman is hereby authorized to sign any Land Conservation Contracts signed by property owners eligible to enter into said Contract pursuant to Resolution No. 404, Book 2, adopted by the Board on January 28, 1969, being a Resolution Establishing an Agricultural Preserve, received by 5:00 P.M., Monday, May 17, 1971 and the Clerk is instructed to have said contracts recorded. The property owners being eligible are as follows:

Joe G. Allen
Walter H. Arney
Glenn C. Barnes
Opal G. Batson
Frank G. Belcher, Jr.
P. C. Bergman
Richard M. Berry
George E. Betts
C. R. Birdwell
Carl W. Black
David Black
Rank H. Bryan
Gordon F. Burrows
Edwin H. Buscombe, Jr.
Frank Cacka, Sr.
Casterline Bros.
Paul R. Cavener
Paul Clement
Connick Livestock Co.
by L. Philip Dwight
Cyril Cook
A. K. & Helen R. Crebbin
Helen Rohrer Crebbin
Michael K. Crebbin
C. R. Cornelius
Arland E. Costa

Frances C. Costa
Cecil Crooks
Crystal Creek Ranch
Jorgan Danielson
E. Orlo Davis
Joseph R. Deas
Tony DeAvilla
Richard L. Deller
James M. Denny
Charles E. Dixon
Martha Dowling
Anna Dreyer
Clarence Dudley
Ronald O. Dysert
Robert H. Edgar
Jerry Edwards
Iver J. Eglund
Orval Ekstrom
David Ellison
Floyd E. Evans
Carl E. Fiock, Jr.
Lena Fisher
John N. Foster
Friden Ranch
Alfonso J. Fuglistaler
Wallace G. Gilbert

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD. (CONT'D)

Duane Glendenning
 Kelsie B. Glendenning
 C. Aubrey Grissom
 Wm. J. Guardia
 Charles W. Haight
 Eric Hall
 W. G. Halter
 Quincy Hammond
 Harry & Judd Hanna
 Gladys I. & Edwin C.
 Hart & Isabel Hart Piemme
 Doyle Haskins
 Edward J. Havlina
 James Edward Havlina
 Richard V. Hayden, Jr.
 John H. Heide
 Arthur L. Hicks
 Clifford W. Holmes
 Frances L. Holmes
 Frank Douglas Horn
 F. R. Houghton
 Harreyette Howell
 Elden R. Hoy
 Thomas V. Huddle
 Fred E. Hummel
 Carl J. Iten
 Reba Hays Jeffries
 John J. Jenner
 Bert & Ester Johnson
 Carl A. Johnson
 Larwrence B. Jones
 Eleanor M. Kandra
 Lewis Kandra
 Daniel J. Kelleher
 John Kelleher
 Etta O. Kuck

Wayne H. Kerr
 Jack Landon
 Gerald H. Lange
 Martin Larsen
 Ralph D. Leavers
 A. G. Leck
 Alvin G. Lewis
 Orel Lewis
 John H. Linville
 Joe A. Lombardi
 Brice M. Long
 Lewis L. Lukes
 Ralph Lutz
 James Manton
 Brice C. Martin
 Bruce D. Martin
 Estate of Ida Martin
 Jess C. Martin
 Jess C. Martin &
 Brice P. Martin
 Frances E. & Roy E. Mason
 Edward C. Merlo
 Mills Ranch
 Cecil C. Moore
 C. H. Moore
 Howard L. Moore
 Dennis Mulloy
 McDonald & Lathrop Ranch
 Jess McNames
 Billy K. Neiswanger
 S. D. Nelson
 C. Nilson
 Roy Nylund
 Samual and Ana Ordway
 Orr Bros.
 Kenneth & Donald Dowling

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD. (CONT'D)

Bruce Oxley
Lauren Paine
Lewis W. Parsons
Claude and/or Maderal
S. Pasero
Edward Patterson
William C. Peters
Jack R. Piersall
G. A. Reynolds
Emmit Roberts
Boyd L. Robertson
Brice Rohrer
Vernon Royce
Harold M. Schmelz
Roger D. Schoen
Norman Sears
Gene Selby
Seven D. Ranch Co.
Keith Severns
Shoemaker Bros.
C. I. Shoemaker
Smith Bros.
Smith-Sawyer, Inc.
Cline C. Soule
Harold F. Spencer
Kenneth R. Starr
E. W. Staunton, Jr.
Robert T. Steen

Vernon L. Swensen
Edward B. Sylva, et. al
Mildred E. Takacs
Steven Takacs
Leonard D. Tankersley
H. Terwilliger & L. Walters
Sidney F. Terwilliger
Timberhitch Inc.
(Clifton H. McMillan)
Roy E. & Gary E. Townley
Mrs. J. L. Truax
Keith O. Truax
Harry O. Walker
Ogden M. Walters
W. H. Weitkamp
Keith Whipple
Allen Whithurst
Earl Woolery
Harriett F. Yordy
Bernard York
Dorman R. York
Frank A. York
Geo. G. Yost
Roger Zwanziger
George Rains
Harry Viderickson

AYES: Supervisors Wacker, Belcastro and Mattos.
NOES: None.
ABSENT: Supervisor Ager.

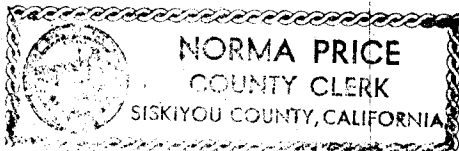
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{ss}

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 May 12, 1971.

Witness my hand and the seal of said Board of Supervisors, this 17th day of May, 1971.

cc: File
Recorder

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



By _____
Deputy Clerk

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

27th day September 1983

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

AGRICULTURAL PRESERVE CONTRACT - NOTICE OF NON-RENEWAL OF FRANCIS SYLVA, ET AL, ACCEPTED.

It was moved by Supervisor Mattos, seconded by Supervisor Zwanziger, and unanimously carried, that the Notice of Non-Renewal of Agricultural Preserve Contract submitted by Francis Sylva, et al, is hereby accepted and the Clerk is directed to record same.

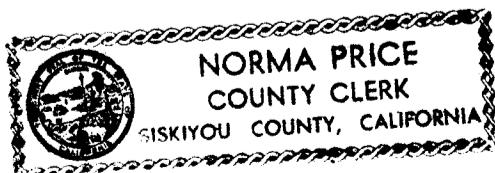
RECORDED AT REQUEST OF
Siskiyou County Clerk
MINUTE BOOK
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
Sept. 28, 1983 11:00 AM
Vol 1012 Page 50
[Signature]
FEE \$ No Chg

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 9-27-83.

Witness my hand and the seal of said Board of Supervisors, this 28th day of September, 1983

cc-File
Recorder ✓
Planning



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

By Lou Turkin
Deputy Clerk

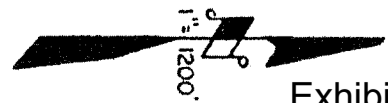
T 46 N R 5 W

PAGE 14

Tc Area Code
95-03
121-01

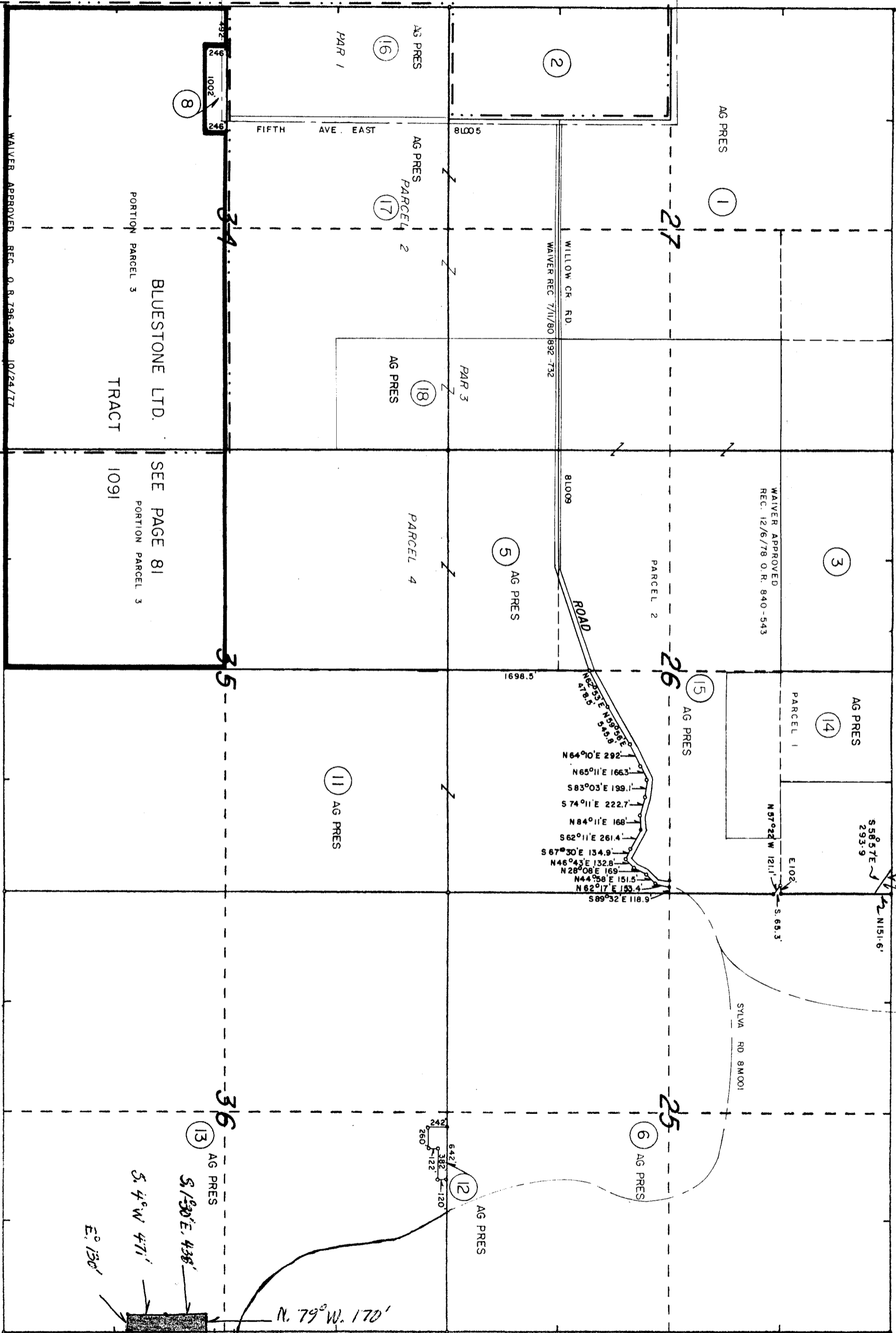
5-15

Exhibit D



BOOK 4

Exhibit E-2 VOL 1012 PAGE 53



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

See 31
Abn.
T. L. W.
R. L. W.
#19
PARCEL

Assessor's Map
County of Siskiyou, California

SYLVA AND WILLOW CR RD. CHANGED BY
RES REC. 4/1/82 941-428

BOOK 39

SEE PAGE 81
PORTION PARCEL 3
1091

BLUESTONE LTD.
TRACT
PORTION PARCEL 3

WAIVER APPROVED REC. O. R. 796-429 10/24/77

WAIVER APPROVED
REC. 12/6/78 O. R. 840-543

WILLOW CR RD.
WAIVER REC. 7/11/80 1892-732

95-03 PAGE 16
95-02

121-01
95-03

95-02
95-03

95-03
121-01

NOTICE OF NON-RENEWAL OF AGRICULTURAL
PRESERVE CONTRACT

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

OWNER/OWNERS NAME AS RECORDED: Sylva, Francis, etl.

(none)

(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF OWNER/OWNERS: Francis Sylva, 13909 Sylva Rd., Montague
Edward Sylva, 11408 Sylva Rd., Montague, Leonard Sylva, 6635 Willow Crk. Rd.

DATE OF RECORDING OF LAND CONSERVATION CONTRACT (AGRICULTURAL PRESERVE CONTRACT): May 17, 1971

VOLUME 623 PAGE 151 ect. OFFICIAL RECORDS

AGENT FOR NOTICE: The following person is hereby designated as the person to receive any and all notices and communications from Siskiyou County during the life of this contract. I will notify the County in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: Edward Sylva, 11408 Sylva RD., Montague, Cal. 96064

MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY: (If Notice of Non-Renewal is for property that is less than the total property that is the 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.)

* See attached map.

*See next page for description.

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 costs 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.

SIGNATURE OWNER/OWNERS

Edward B. Sylva
Francis A. Sylva
Timothy Sylva

That portion of East half of Section 36, Township 46 North, Range 5 West, M.D.M; described as follows:

Beginning at a corner post on the South Right of Way line, more or less, of Sylva Road (County Road #8M001) and on the dividing line between the lands of Simmen by deed recorded in Book 711 of Official Records at page 43, on the East and the lands of Sylva by deed recorded in Book 111 of Official Records at page 292; thence South along said dividing line, 171.5 feet to the True Point of Beginning; thence from said true point of beginning, North 79 deg. West, 170 feet to a point; thence South 1 deg. 30' East, 438 feet to a point on the West side of a juniper tree 20" (inches) in diameter; thence South 4 deg. West, 471 feet to a point; thence East 130 feet to the intersection thereof with the dividing line between said lands as herein above referred to; thence North and along said dividing line, 880 feet to the True Point of Beginning.

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

MAY 17 4 36 PM '71

Vo. 623 Pg. 161

[Signature]
RECORDED
FEE \$

11965

PREAMBLE TO LAND CONSERVATION CONTRACT

No Chg. 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 February 26, 1971, 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:

Francis A. Sylva, Leonard L. Sylva, & Edward B. Sylva

c/o Edward B. Sylva - Route #1, Box 601

Montague, California 96064

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

Edward B. Sylva
Leonard L. Sylva
Francis A. Sylva
OWNER

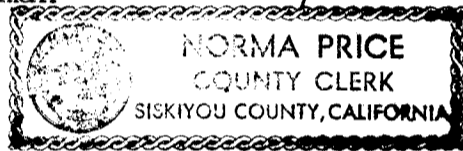
ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest C. Hayden
Chairman

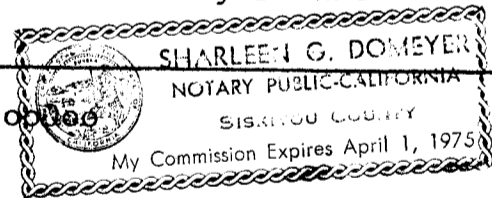
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 17th day of May, 1971, before
me, Shirleen G. Domesyer a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest C. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Shirleen G. Domesyer
Notary Public

My Commission Expires:

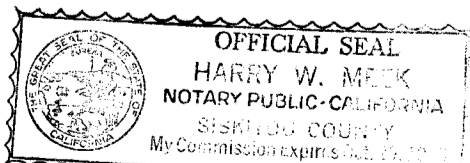


STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

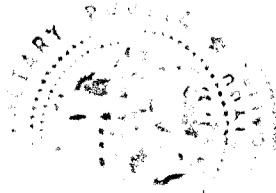
On this 14th day of May, 1971,
before me, Harry W. Meek, a Notary
Public, in and for said Siskiyou County, personally
appeared Francis A. Sylva, Leonard L. Sylva, & Edward B. Sylva
known to me to be the persons whose
names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Harry W. Meek
Notary Public

My Commission expires: October 29th, 1973



1210 11th St., P. O. Box 128, Montague, Cal. 96064



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

12th day May 19 71

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

ABSENT: Supervisor Earl F. Ager.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT
BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND
CLERK INSTRUCTED TO RECORD.

Because of new legislation extending the time for filing and recording Land Conservation Contracts, it was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that the Chairman is hereby authorized to sign any Land Conservation Contracts signed by property owners eligible to enter into said Contract pursuant to Resolution No. 404, Book 2, adopted by the Board on January 28, 1969, being a Resolution Establishing an Agricultural Preserve, received by 5:00 P.M., Monday, May 17, 1971 and the Clerk is instructed to have said contracts recorded. The property owners being eligible are as follows:

Joe G. Allen
Walter H. Arney
Glenn C. Barnes
Opal G. Batson
Frank G. Belcher, Jr.
P. C. Bergman
Richard M. Berry
George E. Betts
C. R. Birdwell
Carl W. Black
David Black
Rank H. Bryan
Gordon F. Burrows
Edwin H. Buscombe, Jr.
Frank Cacka, Sr.
Casterline Bros.
Paul R. Cavener
Paul Clement
Connick Livestock Co.
by L. Philip Dwight
Cyril Cook
A. K. & Helen R. Crebbin
Helen Rohrer Crebbin
Michael K. Crebbin
C. R. Cornelius
Arland E. Costa

Frances C. Costa
Cecil Crooks
Crystal Creek Ranch
Jorgan Danielson
E. Orlo Davis
Joseph R. Deas
Tony DeAvilla
Richard L. Deller
James M. Denny
Charles E. Dixon
Martha Dowling
Anna Dreyer
Clarence Dudley
Ronald O. Dysert
Robert H. Edgar
Jerry Edwards
Iver J. Eglund
Orval Ekstrom
David Ellison
Floyd E. Evans
Carl E. Fiock, Jr.
Lena Fisher
John N. Foster
Friden Ranch
Alfonso J. Fuglistaler
Wallace G. Gilbert

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD. (CONT'D)

Duane Glendenning
 Kelsie B. Glendenning
 C. Aubrey Grissom
 Wm. J. Guardia
 Charles W. Haight
 Eric Hall
 W. G. Halter
 Quincy Hammond
 Harry & Judd Hanna
 Gladys I. & Edwin C.
 Hart & Isabel Hart Piemme
 Doyle Haskins
 Edward J. Havlina
 James Edward Havlina
 Richard V. Hayden, Jr.
 John H. Heide
 Arthur L. Hicks
 Clifford W. Holmes
 Frances L. Holmes
 Frank Douglas Horn
 F. R. Houghton
 Harreyette Howell
 Elden R. Hoy
 Thomas V. Huddle
 Fred E. Hummel
 Carl J. Iten
 Reba Hays Jeffries
 John J. Jenner
 Bert & Ester Johnson
 Carl A. Johnson
 Larwrence B. Jones
 Eleanor M. Kandra
 Lewis Kandra
 Daniel J. Kelleher
 John Kelleher
 Etta O. Kuck

Wayne H. Kerr
 Jack Landon
 Gerald H. Lange
 Martin Larsen
 Ralph D. Leavers
 A. G. Leck
 Alvin G. Lewis
 Orel Lewis
 John H. Linville
 Joe A. Lombardi
 Brice M. Long
 Lewis L. Lukes
 Ralph Lutz
 James Manton
 Brice C. Martin
 Bruce D. Martin
 Estate of Ida Martin
 Jess C. Martin
 Jess C. Martin &
 Brice P. Martin
 Frances E. & Roy E. Mason
 Edward C. Merlo
 Mills Ranch
 Cecil C. Moore
 C. H. Moore
 Howard L. Moore
 Dennis Mulloy
 McDonald & Lathrop Ranch
 Jess McNames
 Billy K. Neiswanger
 S. D. Nelson
 C. Nilson
 Roy Nylund
 Samual and Ana Ordway
 Orr Bros.
 Kenneth & Donald Dowling

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD. (CONT'D)

Bruce Oxley
Lauren Paine
Lewis W. Parsons
Claude and/or Maderal
S. Pasero
Edward Patterson
William C. Peters
Jack R. Piersall
G. A. Reynolds
Emmit Roberts
Boyd L. Robertson
Brice Rohrer
Vernon Royce
Harold M. Schmelz
Roger D. Schoen
Norman Sears
Gene Selby
Seven D. Ranch Co.
Keith Severns
Shoemaker Bros.
C. I. Shoemaker
Smith Bros.
Smith-Sawyer, Inc.
Cline C. Soule
Harold F. Spencer
Kenneth R. Starr
E. W. Staunton, Jr.
Robert T. Steen

Vernon L. Swensen
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Mildred E. Takacs
Steven Takacs
Leonard D. Tankersley
H. Terwilliger & L. Walters
Sidney F. Terwilliger
Timberhitch Inc.
(Clifton H. McMillan)
Roy E. & Gary E. Townley
Mrs. J. L. Truax
Keith O. Truax
Harry O. Walker
Ogden M. Walters
W. H. Weitkamp
Keith Whipple
Allen Whithurst
Earl Woolery
Harriett F. Yordy
Bernard York
Dorman R. York
Frank A. York
Geo. G. Yost
Roger Zwanziger
George Rains
Harry Viderickson

AYES: Supervisors Wacker, Belcastro and Mattos.
NOES: None.
ABSENT: Supervisor Ager.

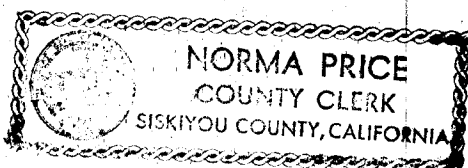
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{SS}

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 May 12, 1971.

Witness my hand and the seal of said Board of Supervisors, this 17th day of May, 1971

cc: File Recorder

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



By _____ Deputy Clerk

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

Francis A. Sylva
Leonard L. Sylva
Edward B. Sylva

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

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

APPLICANT'S ADDRESS: Rt. 1 Box 601 Montague, Calif. 96064

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
Ra nching	11-020-020	164
Ranching	11-020-060	330
Ranching	11-020-070	171

continued

Total acreage 3358

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: *Edward B. Sylva*
Leonard L. Sylva
Francis A. Sylva

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 "A"

List Assessor's Parcel Numbers below

Ranching	5-150-130	638
"	5-150-120	2.5
"	5-140-170	51.5
"	5-140-160	639
"	5-140-150	1.3
"	4-180-050	240
"	4-180-110	160
"	4-180-030	160
"	4-170-050	160
"	4-170-060	480
"	12-590-090	160
"	11-02-02	164
"	11-02-06	330
"	11-02-07	171
	Total	3358

May 28, 1971

C
O
P
Y
Francis A. Sylva, Leonard
L. Sylva & Edward B. Sylva
% Edward B. Sylva
Route 1, Box 601
Montague, California 96064

Dear Mr. Sylva:

The Land Conservation Contract entered into between the County of Siskiyou and Francis A. Sylva, Leonard L. Sylva and Edward B. Sylva effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 161, Official Records of Siskiyou County.

Very truly yours,

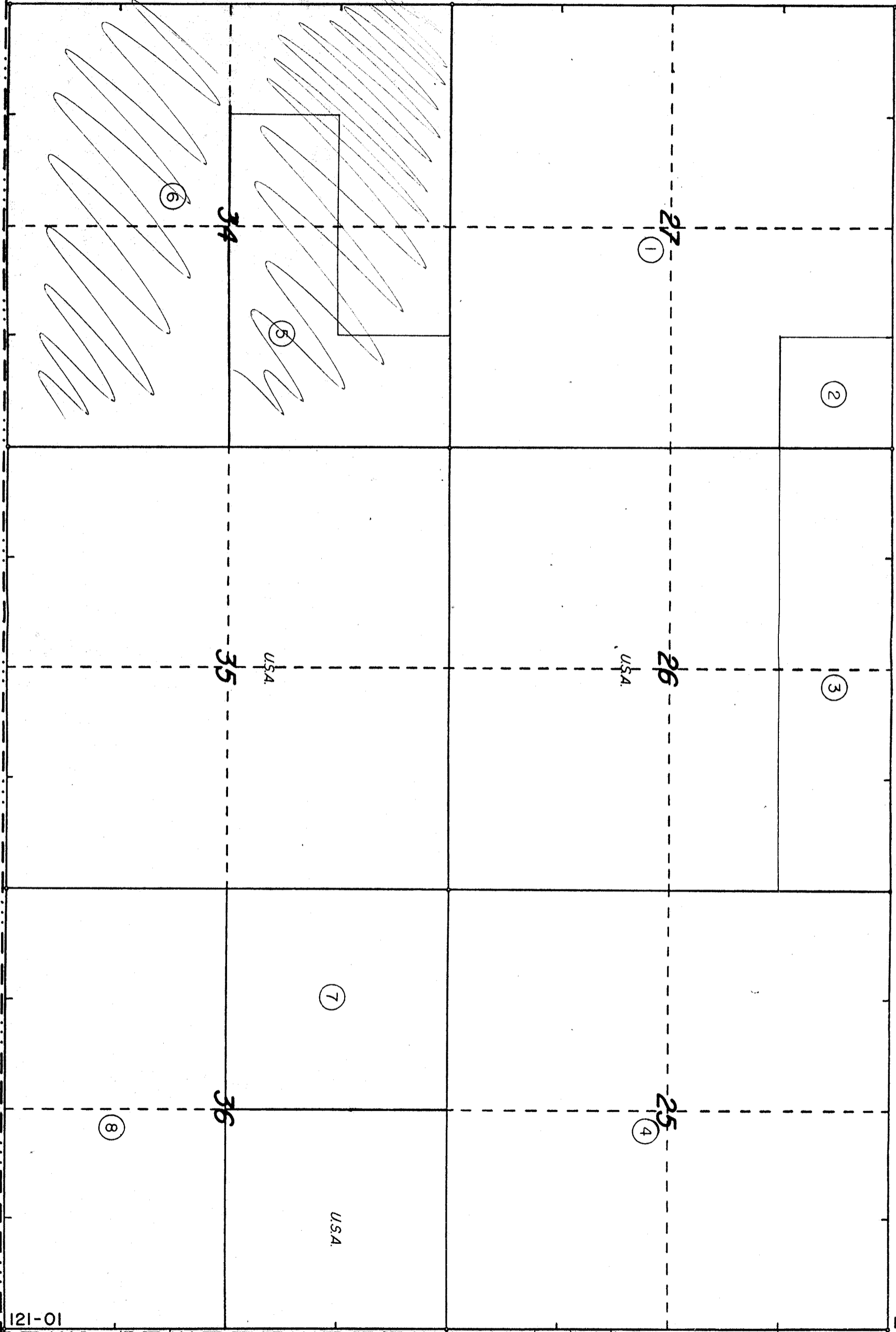
Norma Price, Clerk
Board of Supervisors

By _____
Deputy

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121-01
87-02

18



Book
11

Assessor's Map
County of Siskiyou, California

R4W 121-01
R3W 87-02

T 46 N
R 4 W

16

Tax Area Code
121-01

121-01
58-02

58-02
87-02

34

Exhibit E-2

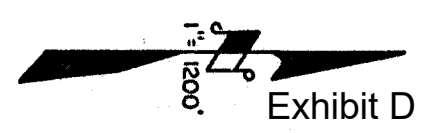
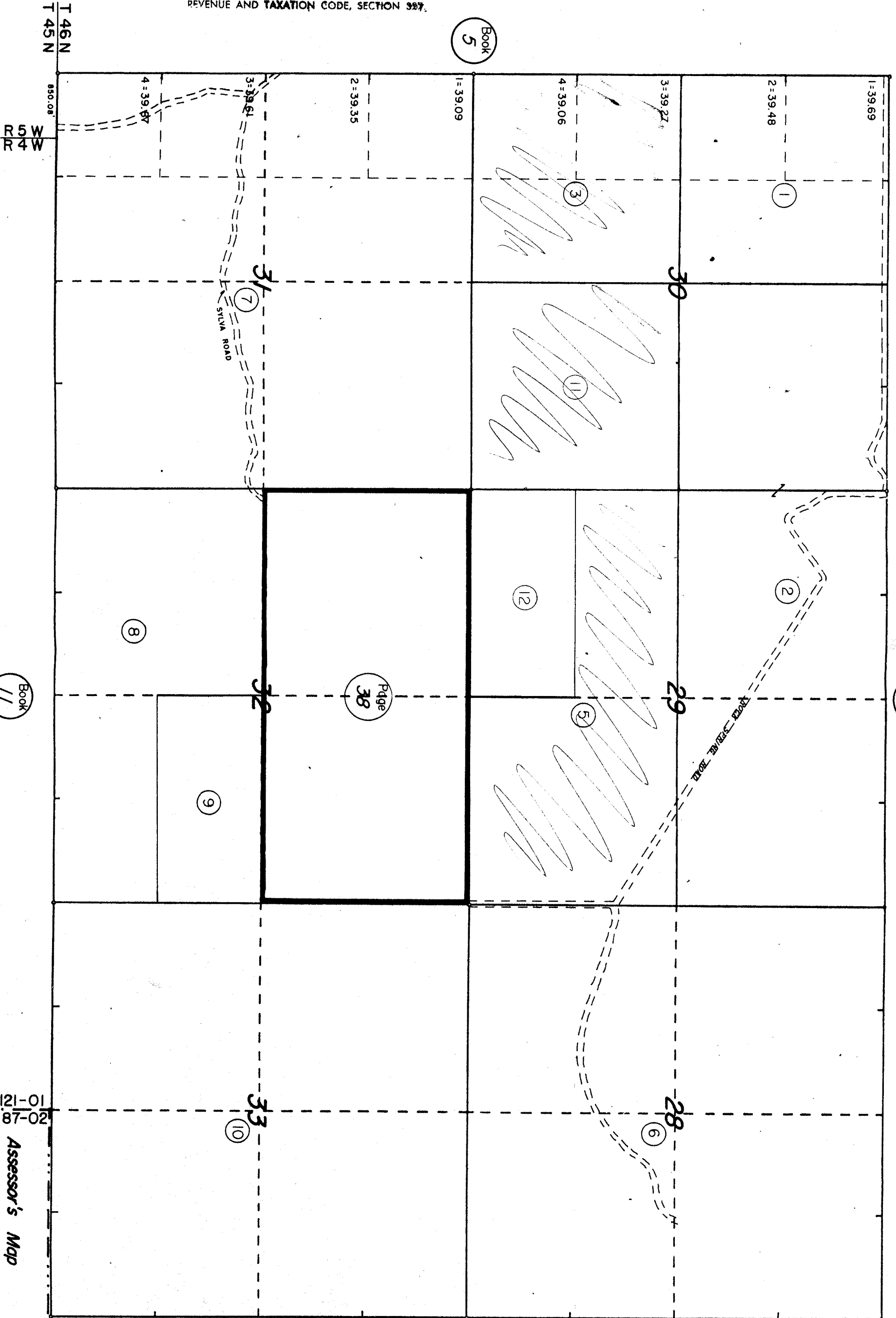


Exhibit D

4-17

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REVENUE AND TAXATION CODE, SECTION 387.



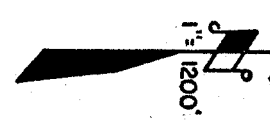
T 46 N R 4 W

15

Tax Area Code
121-01

4-18

Exhibit D



Book
5

17

Exhibit E-2

Assessor's Map
County of Siskiyou, California

121-01
87-02

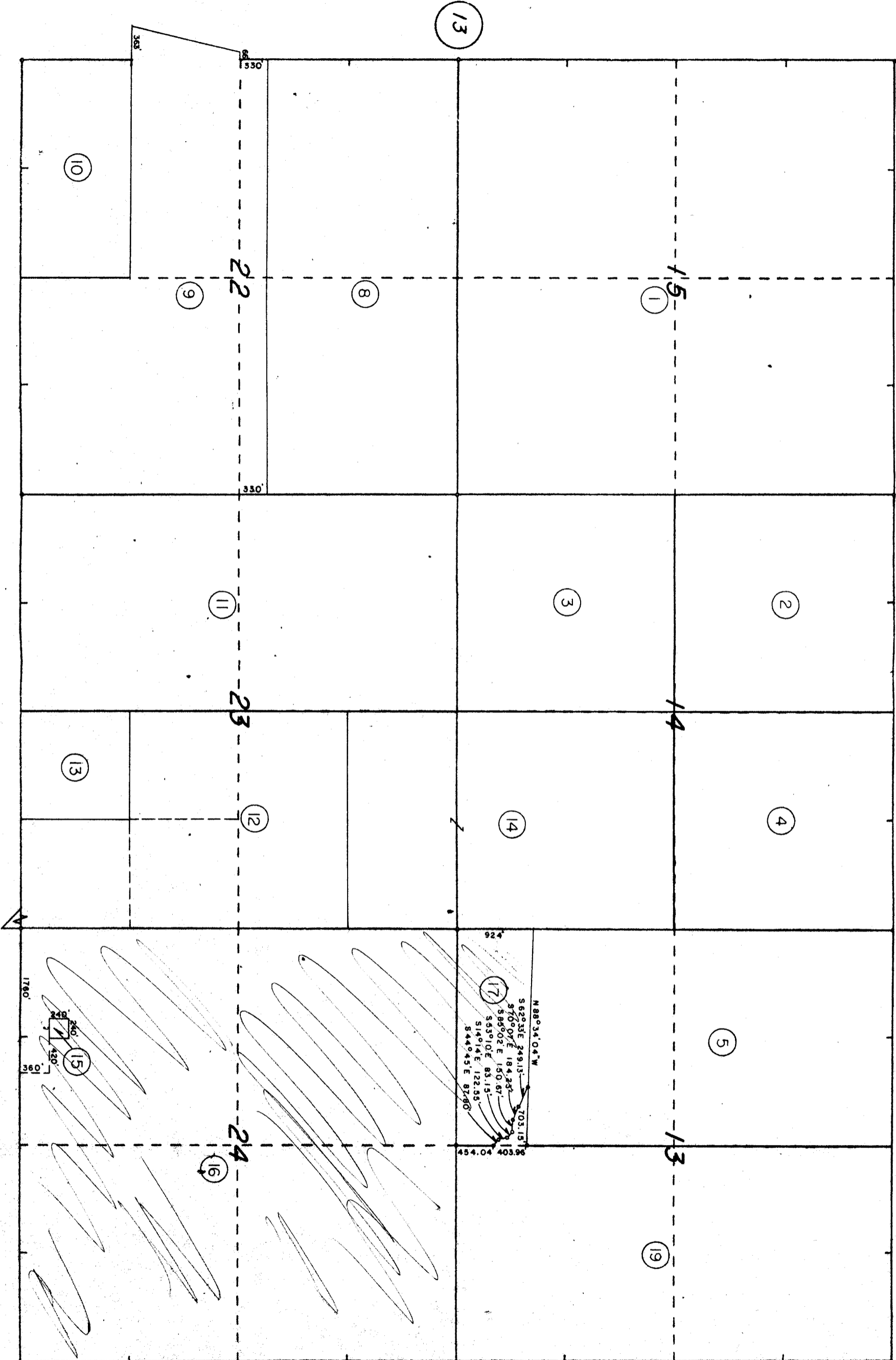
121-01
87-02

Book
11

T 46 N
T 45 N

R 5 W
R 4 W

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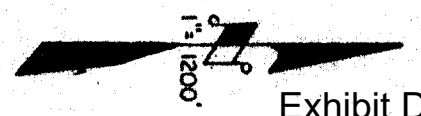


T 46 N R 5 W

Tax Area Code
121-01

5-1/4

Exhibit D



Book
4

Exhibit E-2

Assessor's Map
County of Siskiyou, California

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95-02
95-03

95-03
95-02
16

121-01
95-03

95-03
121-01

Book
12

Assessor's Map
County of Siskiyou, California

T 46 N R 5 W

14

Tax Area Code
95-03
121-01

5-15

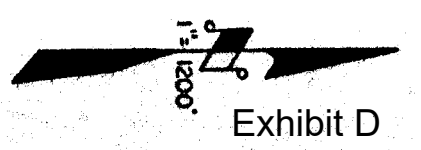
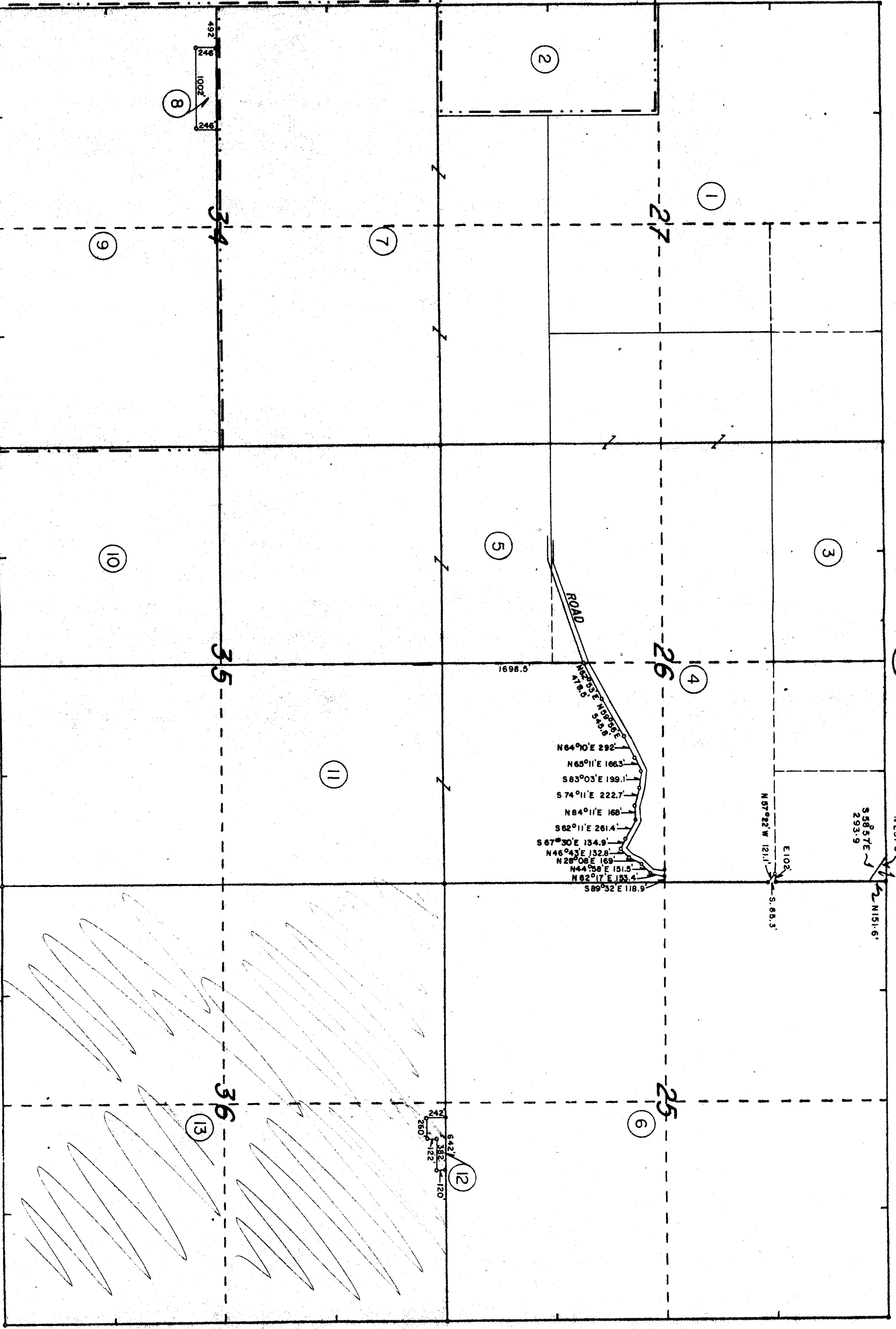


Exhibit E-2

Exhibit D

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 REVENUE AND TAXATION CODE, SECTION 327.

T 45 N R 4 W MDM

Tax Area Code 11 - 02
 87-02
 121-01

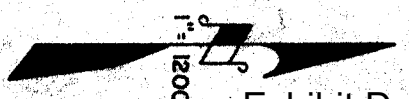
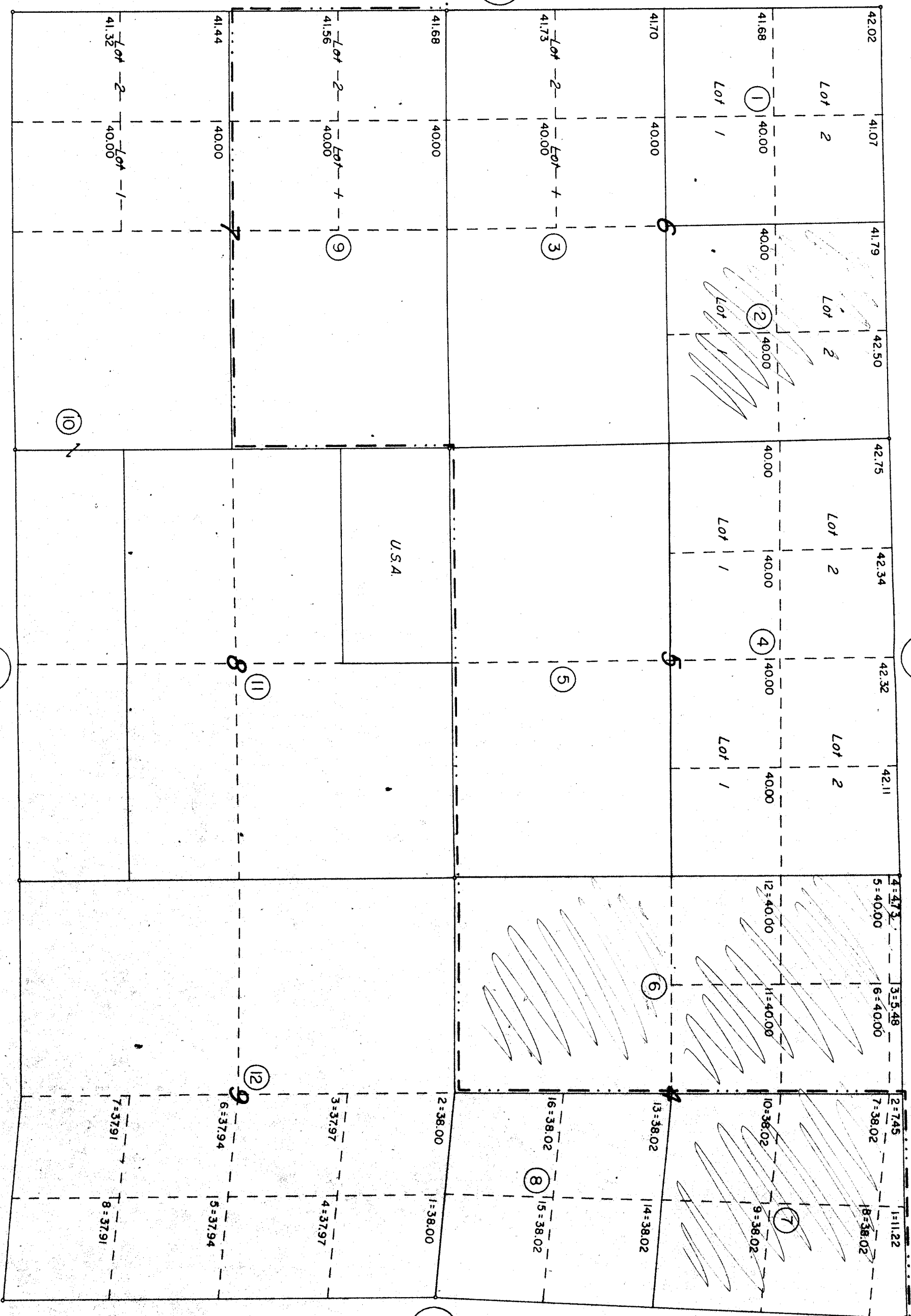
Book 4

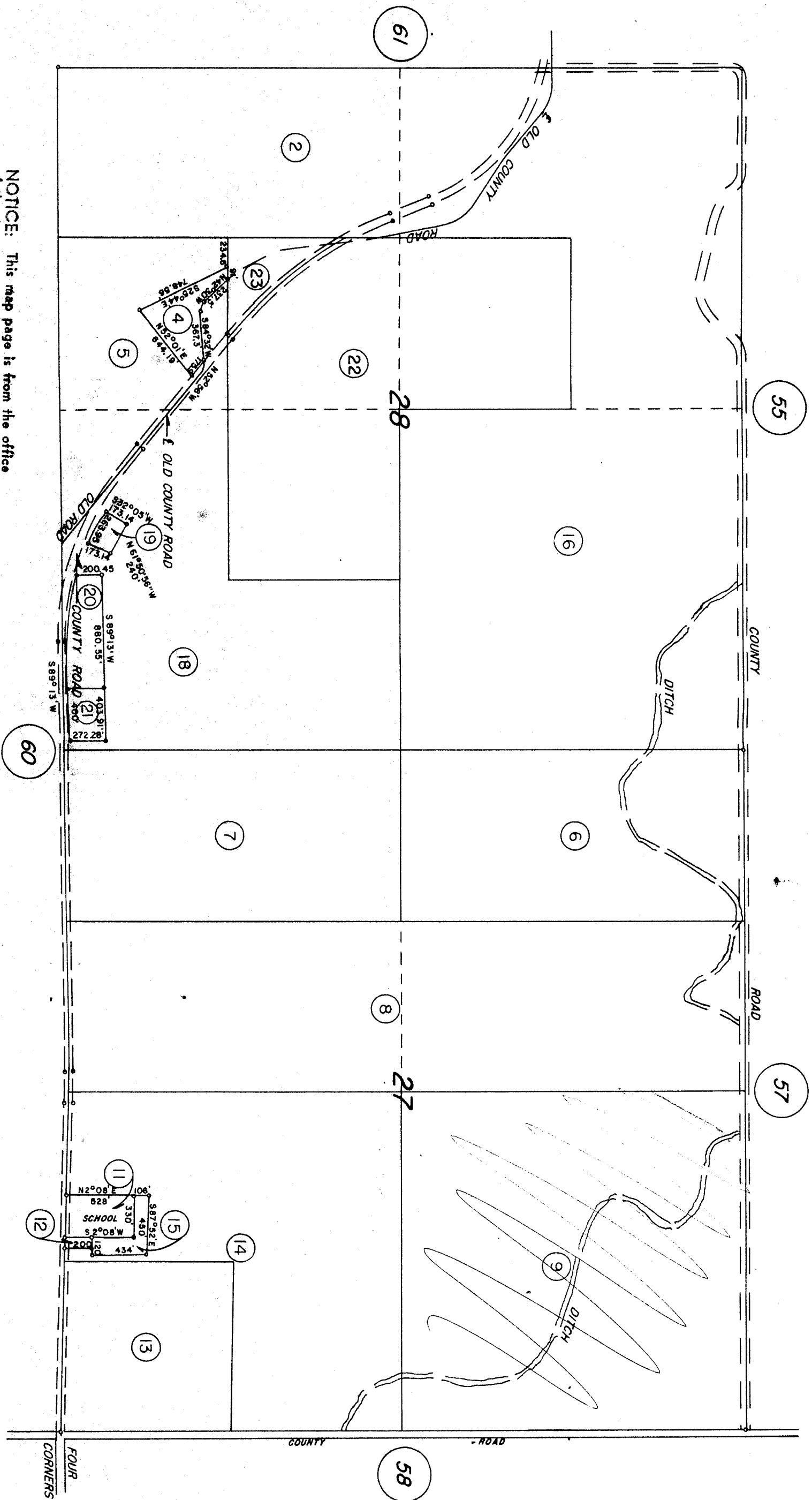
Book 12

121-01
 87-02

121-01
 87-02

01





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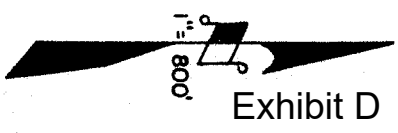


Exhibit E-2

Exhibit D