

Staff Report

Submission Date: September 20, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Proposed Truax APA-23-11, Application to rescind and reissue Williamson Act Contract to reflect the transfer of property through Boundary Line Adjustment.

Location: The project site is located on Red Rock Road, east of the community of Macdoel on APNs 003-440-560 and 002-180-060; T46N, R1W, S36 and T46N, R1E S31, MDB&M.

Exhibits: **A.** Location Map
B. Zoning Map
C. Boundary Line Adjustment Maps
D. NRCS Soils Data
E. Williamson Act Amendment Questionnaire
F. Existing Contracts and Establishment of Agricultural Preserve
1. Contract No. 72079A
2. Contract No. 72079B

Background and Discussion

The property owners submitted an application on May 11, 2023, which proposes to transfer approximately 320 acres between two separate parcels (see exhibit C) through a boundary line adjustment and amend the existing Williamson Act Contracts and Agricultural Preserve accordingly. As each of the subject parcels is encumbered by different Williamson Act Contracts, pursuant to Government Code Section 51257 and the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), the county and the property owner must mutually agree to rescind the property from the existing contracts and simultaneously enter into new contracts.

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

Parcel History

Parcel Creation

- APN 003-440-560 is one legally created parcel as Parcel 1 of Waiver, which was filed for record on in the Siskiyou County Recorder's Office on August 1, 1985, as Document No. 85008700.
- APN 002-180-060 is one legal parcel described in Grant Deed, which was filed for record in the Siskiyou County Recorder's Office on December 18, 1944, in Volume 168 at Page 290 and later modified when a portion transferred ownership by Grant Deed.

Williamson Act Contract

- 60.18 acres of the subject property is encumbered by Williamson Act Contract as recorded May 17, 1971, in Book 623, Page 224, in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 72079A and Clerk's Record No. 64.
- 561.54 acres of the subject property is encumbered by Williamson Act Contract as recorded on May 17, 1971, in Book 623, page 236 in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 72079B and Clerk's Contract No. 63.

Agricultural Preserves

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

Analysis

Agricultural Preserve Requirements

Preserve Size

According to the guidelines, 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.

The existing Agricultural Preserve is comprised of non-contiguous properties that are also not owned in common, making it nonconforming with the current guidelines. The existing preserve should be amended removing the subject parcels and a new Ag preserve created, consisting of the subject parcels. Together the subject property qualifies for a new Ag Preserve, as the parcels are contiguous and together total approximately 620 acres, exceeding the 100-acre minimum.

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 land contains mostly Class VI soils, however over 50 acres are Class IV as shown in the NRCS soils data (Exhibit D). Due to the substantial amount of property that is part of this preserve, the proposal greatly exceeds this requirement.

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
170	568.5	VI	3:1	189.5
106	51.5	IV	2:1	25.75
Total	620			215.25

Contract Requirements

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 (AG-1) and Non-Prime Agricultural (AG-2-B-40) as shown on the zoning map (Exhibit B).

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 resultant parcels exceed the minimum at 240 and 380-acres.

Agricultural Production Uses

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

The majority of the property has been used for and continues to be used for Rangeland and pasture for livestock production and forage, sheep and cattle. A rotation between 15 acre irrigated fields of strawberry plants and rye or grain hay occurs along Red Rock Road. Approximately 10 acres of proposed Parcel B is utilized for dry farming, producing grain hay.

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.

There are two residential structures on the subject property, one of which is uninhabitable, the other is the primary residence of a family member.

Boundary Line Adjustment Findings

Per County Rules, Section VI. Item B, the Boundary Line Adjustment cannot be approved until the Board of Supervisors makes certain findings Pursuant to Government Code Section 51257.

Williamson Act Findings – Government Code Section 51257

1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
2. No net decrease in the amount of restricted land will result from BLA2308.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcels will be 380 acres and 240 acres, which exceeds the 40-acre minimum required.
5. The BLA associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The BLA associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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

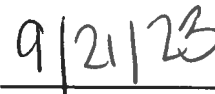
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Government Code Section 51257. The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserves to remove the subject property and create a new preserve consisting of the subject property and a resolution rescinding the subject property from the existing contracts and issue two new contract which reflect the new parcel boundaries approved with the Boundary Line Adjustment.

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 September 20, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

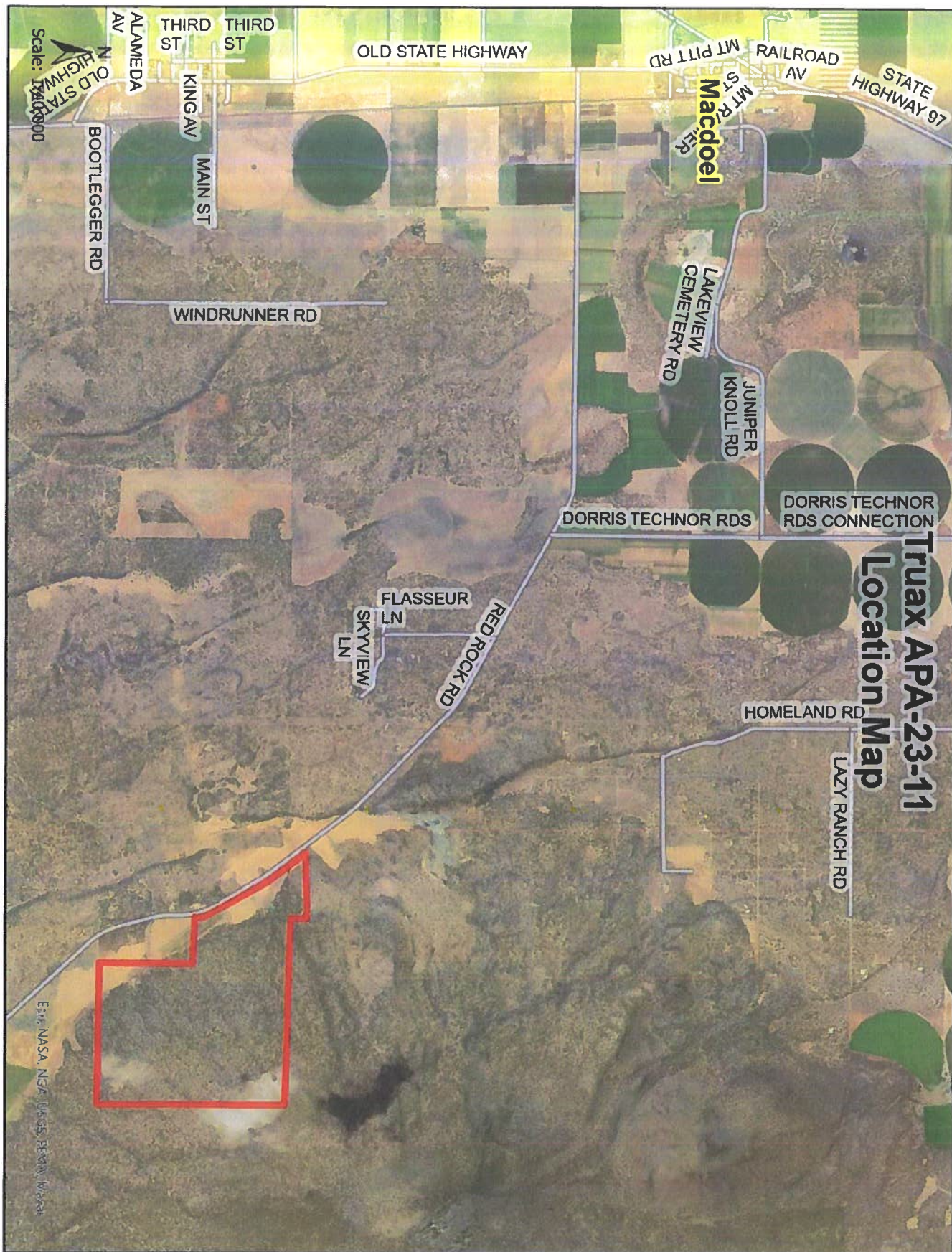


Exhibit A

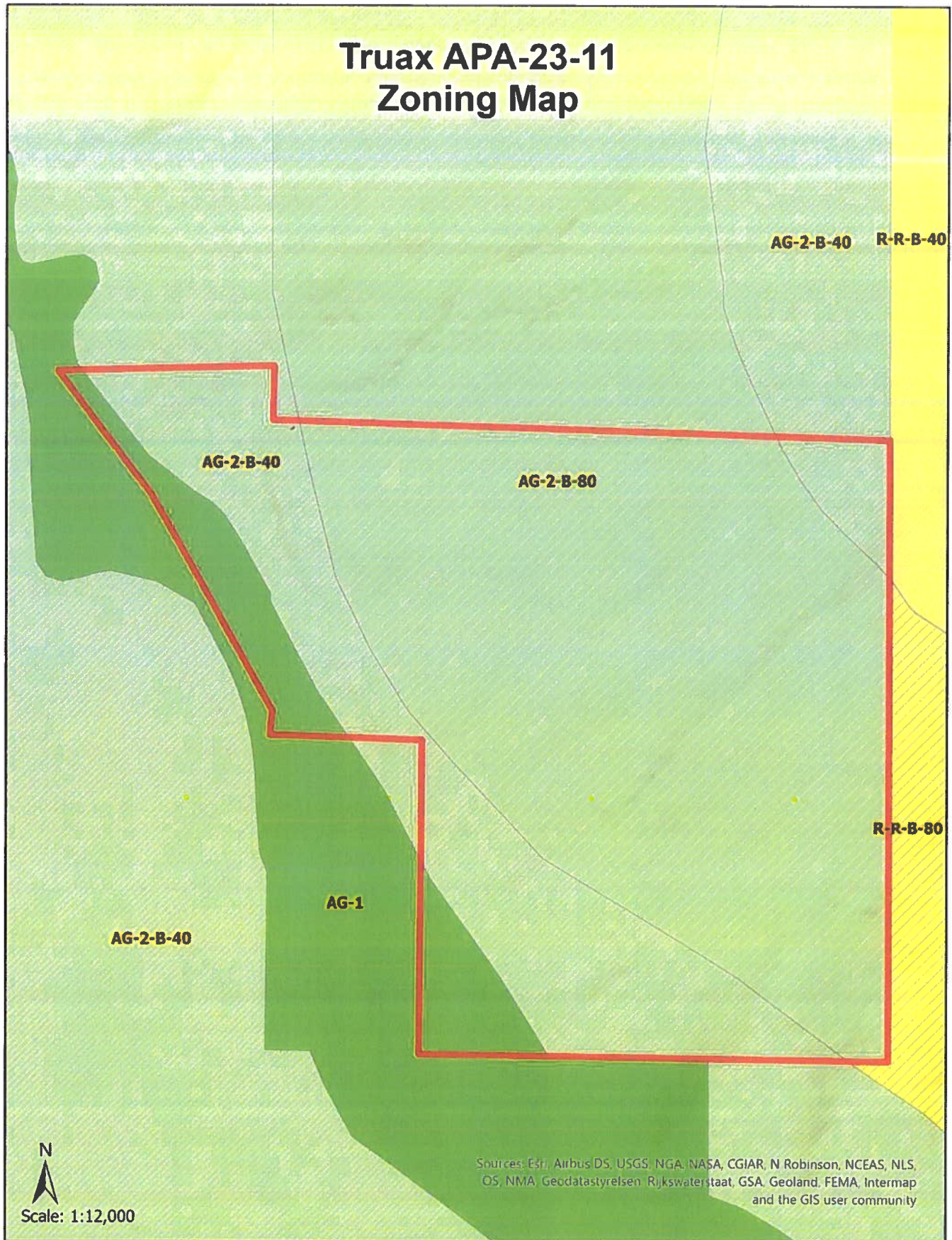


Exhibit B

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-23-11)

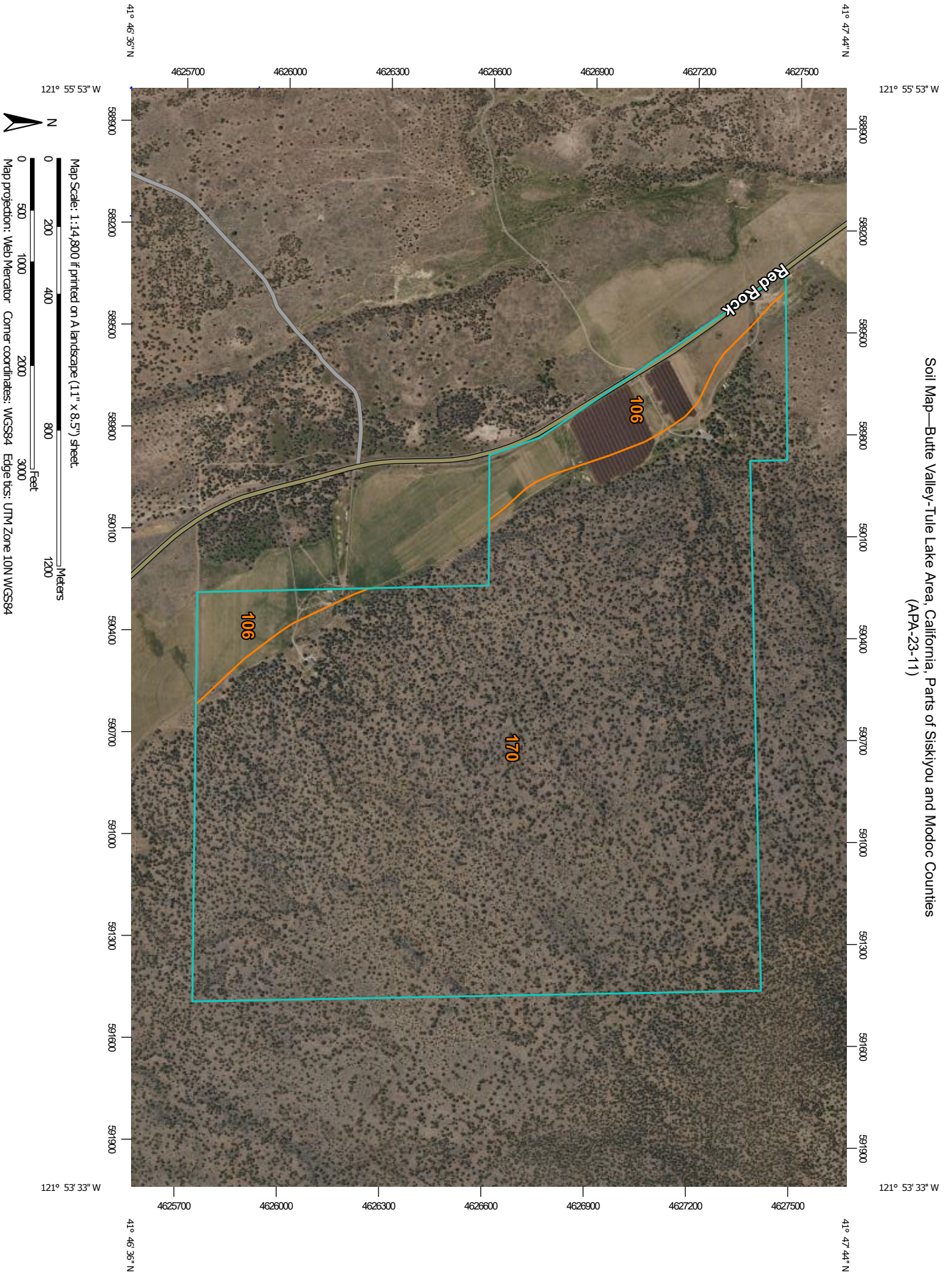























Exhibit D

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Interstate Highways
	Closed Depression		Rails
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
Survey Area Data: Version 18, Sep 7, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2019—Jun 14, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106	Dehill fine sandy loam, 0 to 5 percent slopes	51.5	8.3%
170	Searles-Orhood complex, 15 to 30 percent slopes	568.6	91.7%
Totals for Area of Interest		620.1	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Wesley & Pamela Truax

Address: P.O. Box 57, Macdoel, CA 96058

Parcel Numbers: 003-440-560 & 002-180-060 (the purpose of this W.A. Contract Amendment is to facilitate a Boundary Line Adjustment currently in process, current APNs are likely to change)

How long have you owned this land? Approximately 30 years

Type of Agricultural Use:

Dry pasture acreage 590 acres

Irrigated pasture acreage 30 acres

Dry farming acreage 15 Crops grown grain hay Production per acre approx. 1 ton per

Field crop average n/a Crops grown n/a Production per acre n/a

Type of irrigation (pivot line, ditch, etc.) n/a

Row crop acreage 30 Crops grown strawberries Production per acre 30,000 plants per ac

Other acreage n/a Type n/a Production per acre n/a

Other Income:

Hunting rights \$ n/a per year n/a acres

Fishing rights \$ n/a per year n/a acres

Other n/a rights \$ n/a per year n/a type n/a

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner n/a Number of acres n/a

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 Wendy M. Smith Pamela L. Truax Date 6/15/23

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: TRUAX, KEITH D ETAL.
(Include trust deed or other encumbrance holders Use separate sheet if necessary) _____

APPLICANT'S NAME (If other than above): KEITH TRUAX

APPLICANT'S ADDRESS: Box 66
MT NEADON 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
<u>SEE ATTACHED LIST</u>		
<u>RANCHING ON ALL PARCELS FOR KEITH TRUAX</u>		
<u>5/13/91 AM-8</u>		

Total acreage 6101.4

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: Keith D. Truax
Keith D. Truax

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

2 - 18 - 8

2 - 18 - 9

3 - 44 - 2

3 - 44 - 4

3 - 44 - 6

3 - 44 - 7

10 - 2 - 5

11 - 37 - 5

11 - 37 - 10

11 - 37 - 11

11 - 38 - 7

11 - 40 - 2

11 - 40 - 3

MAY 17 4 42 PM '71
Vol. 623 Pg. 224
[Signature]

11970

RECORDED FOR: 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 _____, 19____, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors

shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50% of the cancellation valuation of the land as determined in subparagraph (b) of this section. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

Section 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, successors and assigns and this Contract shall run with

the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 14. REMOVAL OF LAND FROM PRESERVE.

Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

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

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

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

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

Notice to the Owner shall be addressed as follows:

TRUAX, KEITH O ETAL
BOX 66
MT HEARON, CALIF.

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

Keith O. Truax
Mervie Truax

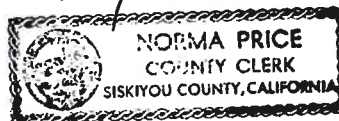
OWNER

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk Ernest A. Hayden Chairman

STATE OF CALIFORNIA }
COUNTY OF SISKIYOU }

ss.

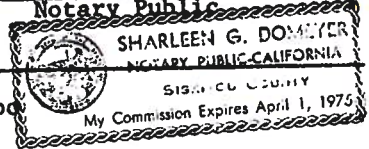


On this 17th day of May, 1971, before me, Sharon G. Blomquist a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me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

Sharon G. Blomquist
Notary Public

My Commission Expires: _____

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STATE OF CALIFORNIA }
COUNTY OF Subiuan }

ss.

On this 13th day of May, 1971, before me, HELEN WALTER a Notary Public, in and for said Subiuan County, personally appeared Keith O. Truax & Mervie Truax known to me to be the person s whose name s subscribed to the within instrument, and acknowledged to me that they executed the same.

Helen Walter
Notary Public

My Commission expires: _____



EXHIBIT "A"

List Assessor's Parcel Numbers below

- 2 - 18 - 2
- 2 - 18 - 7
- 3 - 44 - 2
- 44 - 4
- 44 - 6
- 44 - 7
- 10 - 2 - 5
- 11 - 37 - 5
- 37 - 10
- 37 - 11
- 38 - 7
- 40 - 2
- 46 - 3

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 COUNSEL:

COUNTY CLERK:

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.

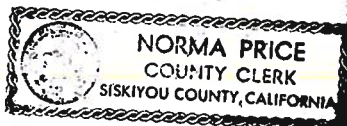
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

May 28, 1971

Mr. Keith Truax
Box 66
Mt. Hebron, California

Dear Mr. Truax:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 224, Official Records of Siskiyou County. I am enclosing a copy of said contract for your files.

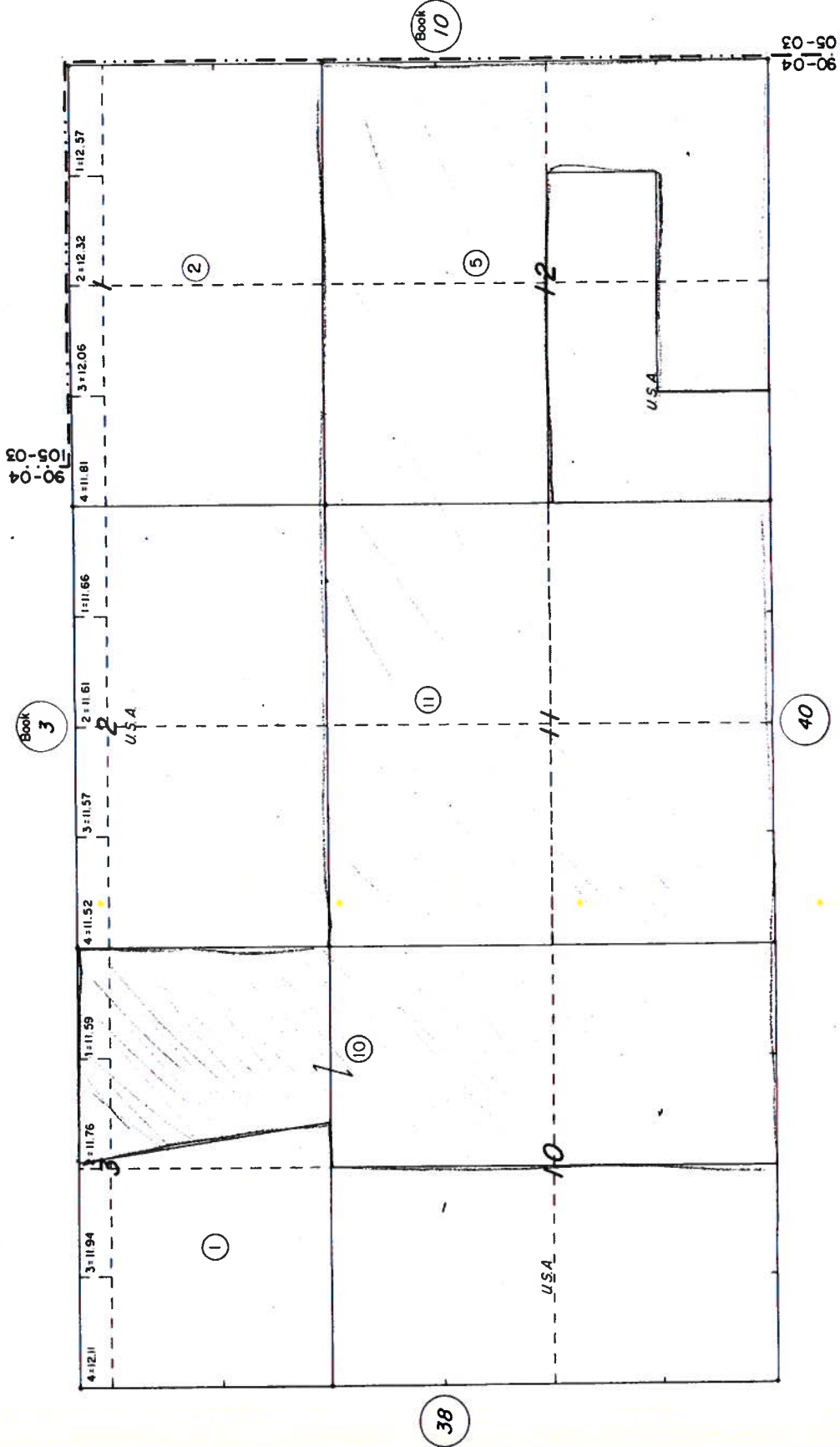
Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

Encl.

C
O
P
Y

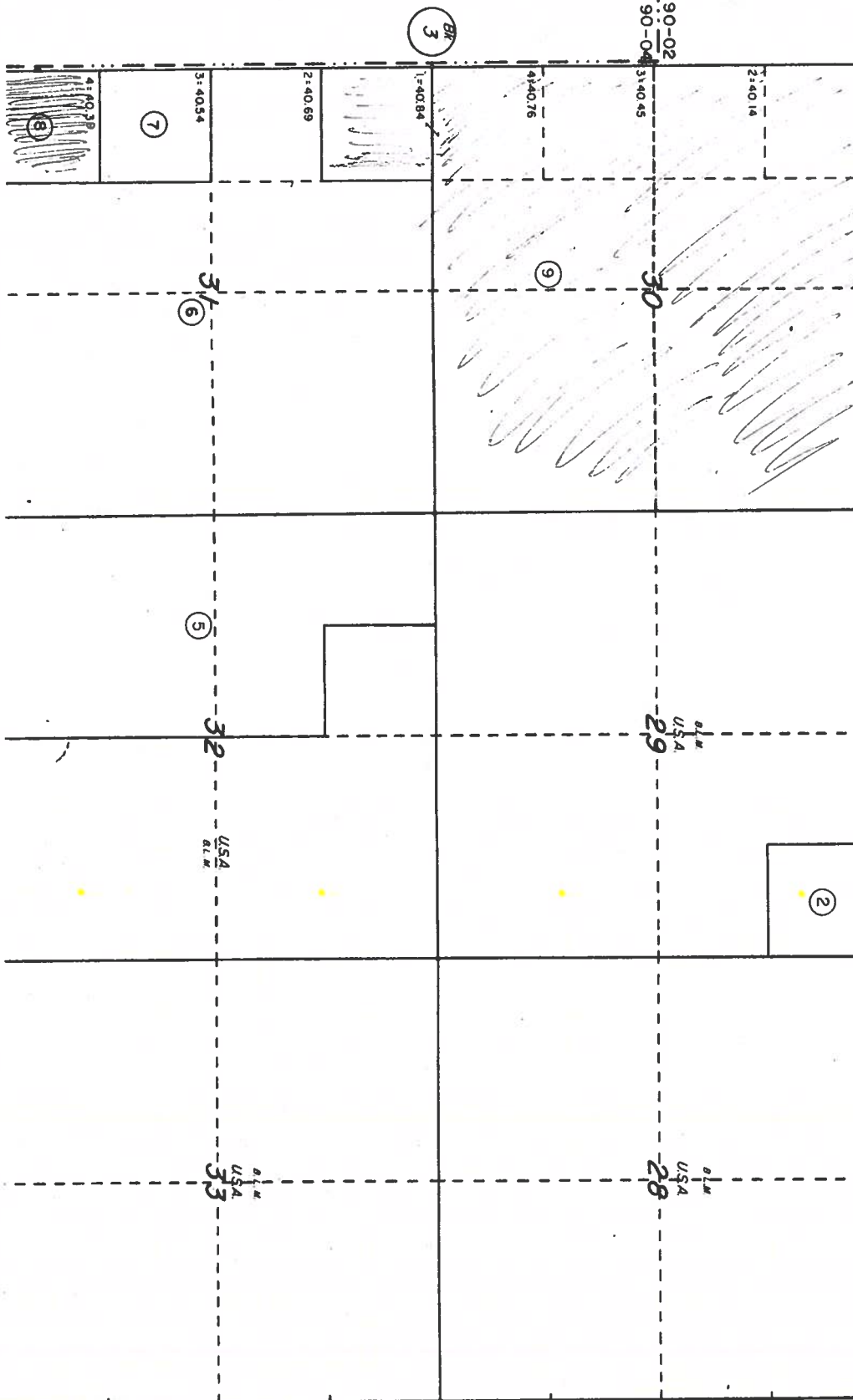


90-04
05-03

Book
10

Book
3

NOTICE: This map page is from the office of the Assessor of ~~Shelby~~ 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.

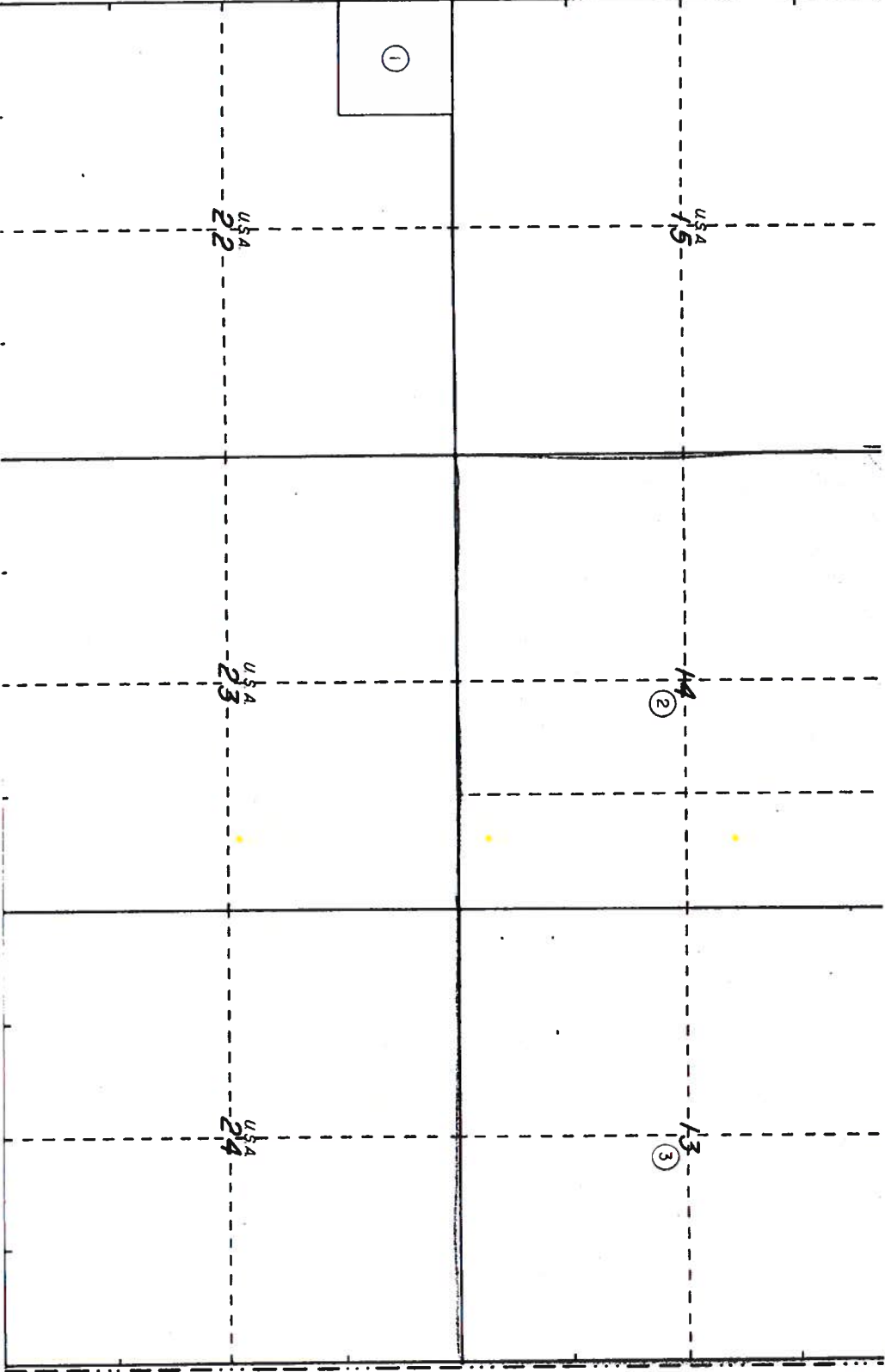


NOTICE: This map page is from the office of the Assessor of Shelby County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.



10-02

39

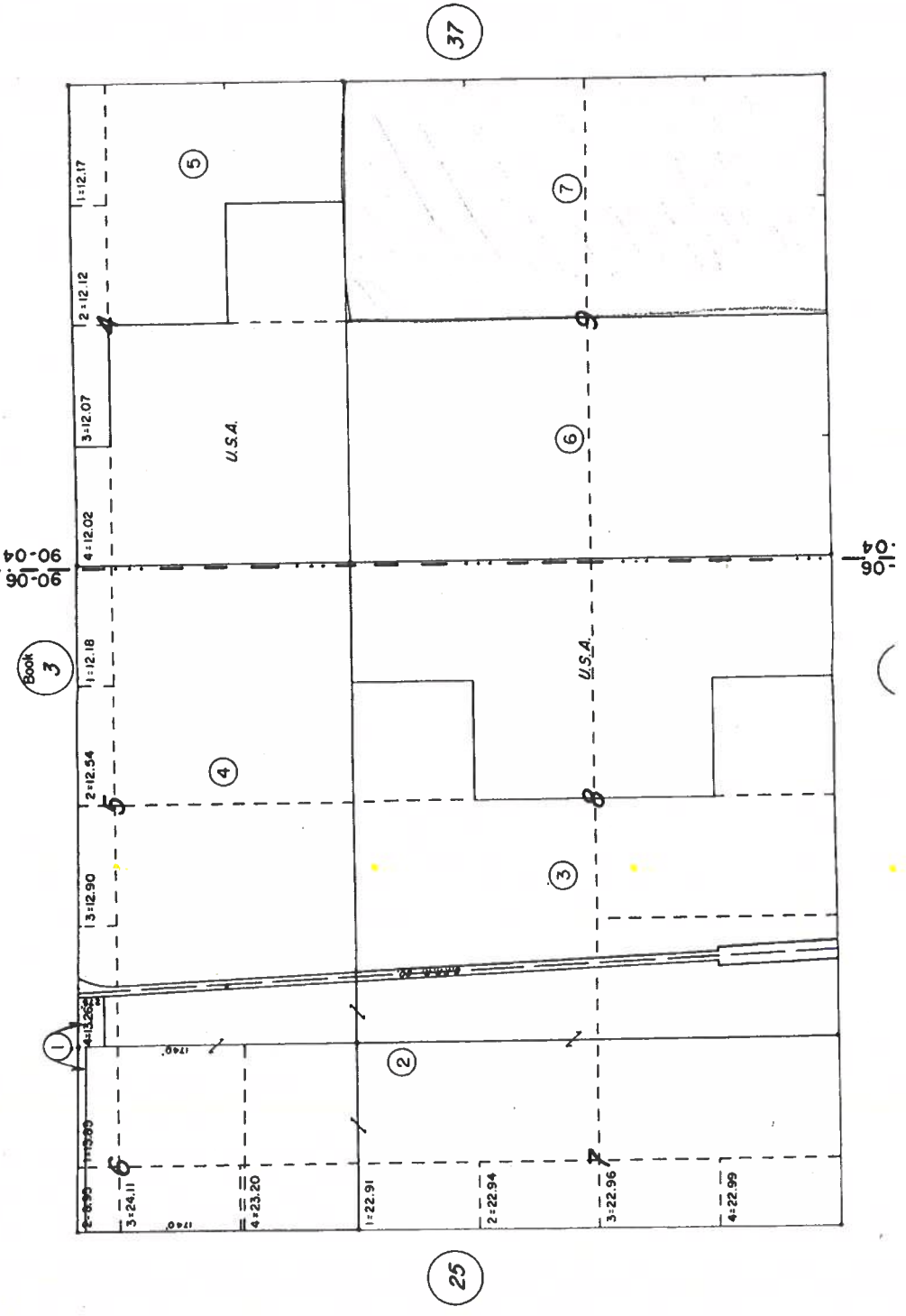


Book 10

Exhibit F-1

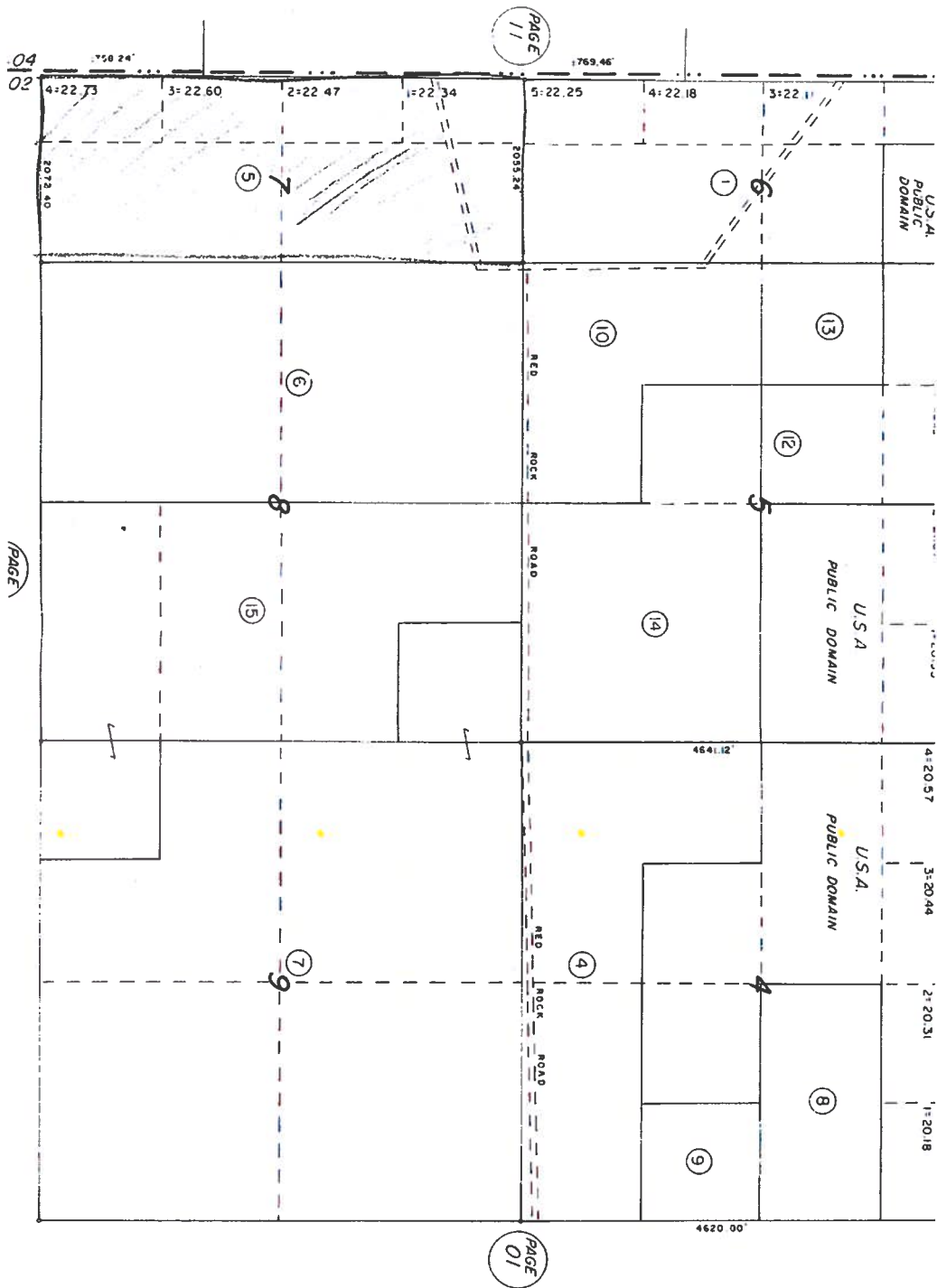


NOTICE: This map page is from the office of the Assessor of Shelby County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.



25

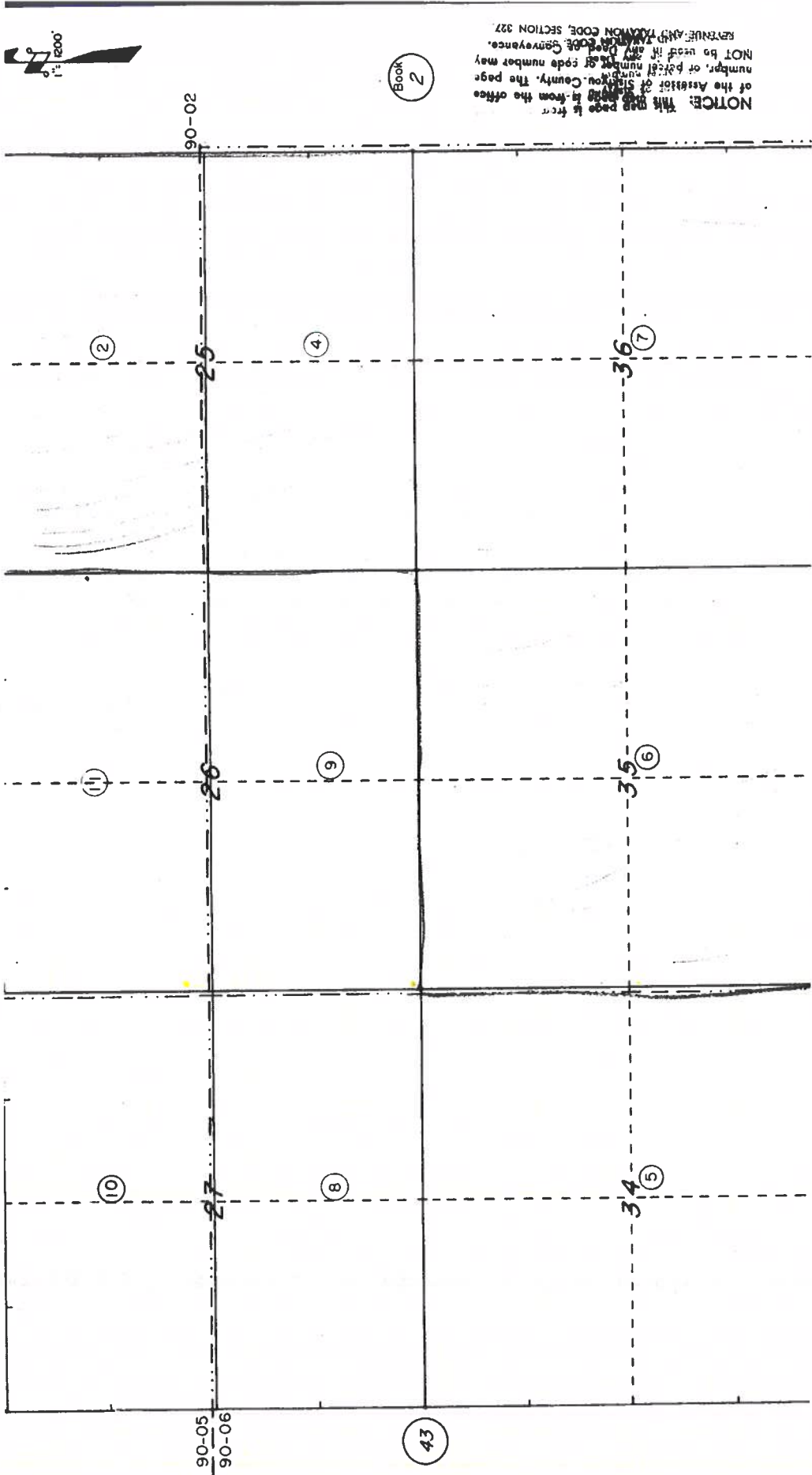
37



NOTICE: This map page is from the office of the Assessor of Shafter County. This page number, or parcel number or code is to be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 337.

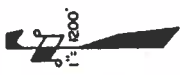


Exhibit F-1



NOTICE: This map page is from
of the Assessor of St. Louis County. The page
number, of parcel number, of code number may
NOT be used in any Deed Code Conveyance.
REVENUE AND TOWN CODE, SECTION 327.

Book
2



May 21, 1971

This is to certify that the Land Conservation Contract of Keith O. Truax, et al, recorded in Vol 623, Page 224, No. 11970, under Section 2. Term., the date was inadvertently left blank and should have read "February 26, 1971."


Deputy

ATTEST:



Norma Price, Clerk of the
Board of Supervisors

Exhibit F-1

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

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

APPLICANT'S NAME (If other than above): MINNIE TRUAX

APPLICANT'S ADDRESS: Box 113 MACDOEL 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
<u>RANCHING</u>	<u>2-18-6</u>	<u>520.7</u>
<u>RANCHING</u>	<u>2-18-7</u>	<u>40.5</u>
<u>RANCHING</u>	<u>10-4-6</u>	<u>160</u>

Total acreage _____

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

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

OWNER/OWNERS SIGNATURE: Minnie Truax

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: _____

May 21, 1971

This is to certify that the Land Conservation Contract of Minnie Truax, recorded in Vol. 623, Page 236, No. 11971, under Section 2, TERM., the date was inadvertently left blank and should have read "February 26, 1971."

Law Turosky
Deputy

ATTEST:

Norma Price
Norma Price, Clerk of the
Board of Supervisors

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

11971

MAY 17 4 43 PM '71
Vol. 623 Pg. 236

[Signature]
RECORDED FEE \$

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

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

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

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

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

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

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

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

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

Section 3. 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:

MINNIE TRUAR
Box 113 :
MADDOCK CALX :

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

Minnie Truar

OWNER

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk
Ernest G. Hayden Chairman

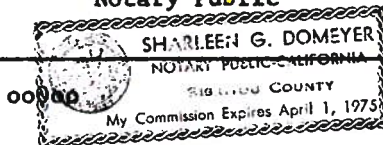
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



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

Sharleen G. Domeyer
Notary Public

My Commission Expires:



STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 13 day of MAY, 1971, before me, Mark M. Brawman, a Notary Public, in and for said Siskiyou County, personally appeared MINNIE TRUAR known to me to be the person whose name IS subscribed to the within instrument, and acknowledged to me that SHE executed the same.

Mark M. Brawman
Notary Public
MARK M. BRAWMAN

My Commission expires:

6-21-71

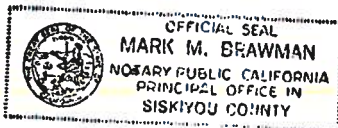


EXHIBIT "A"

List Assessor's Parcel Numbers below

2-18-6

2-18-7

10-4-6

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

May 28, 1971

Mrs. Minnie Truax
Box 113
Macdoel, California

Dear Mrs. Truax:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 25, 1971, was recorded May 17, 1971, Vol. 623, Page 236, Official Records of Siskiyou County. I am returning a copy of said contract for your files.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

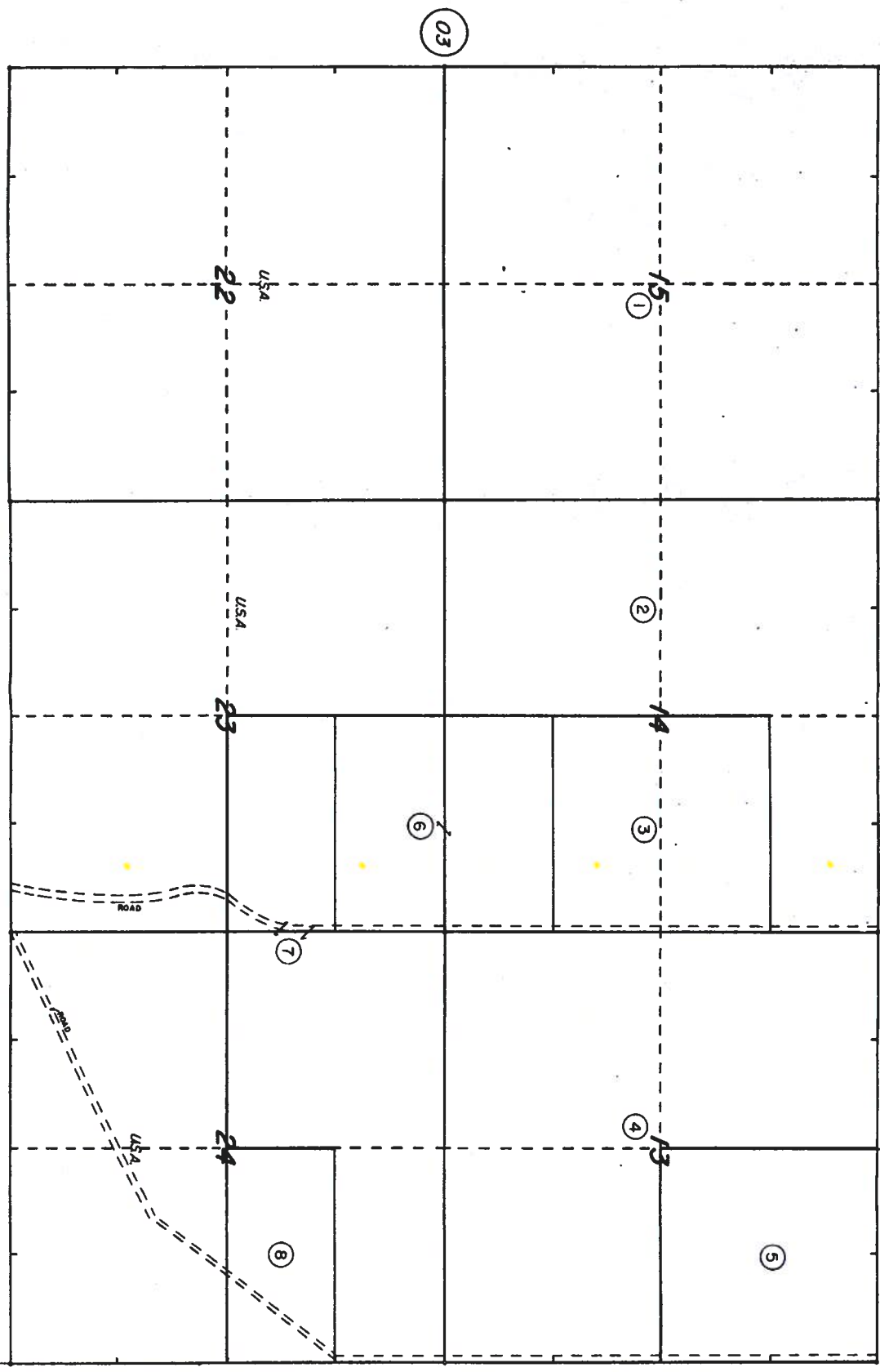
Encl.

C
O
P
Y

45N R1E

Tax Area Code
90-02

10-04



Assessor's Map
County of Siskiyou, California
RIE
R2E

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 227.

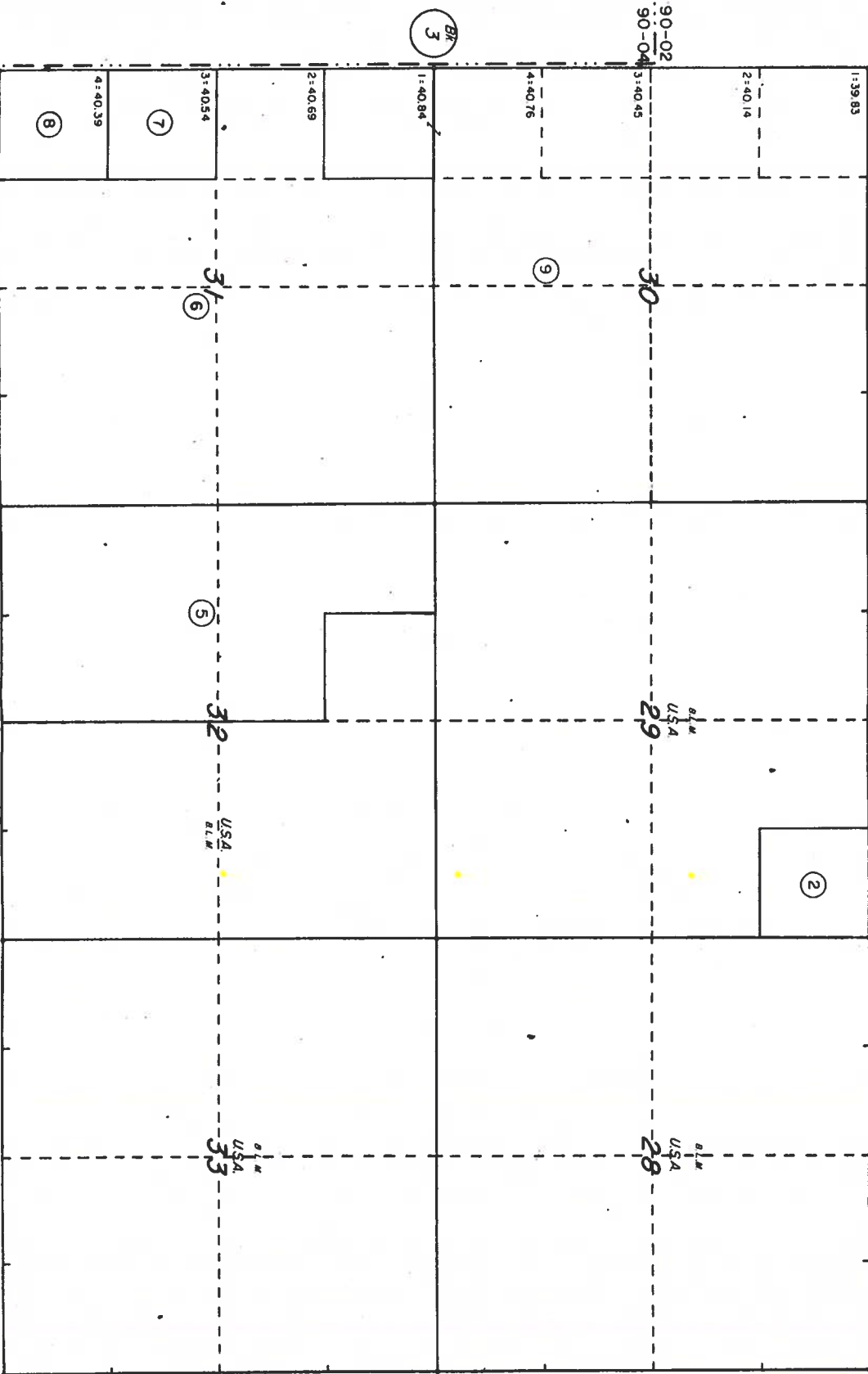
Exhibit F-2



T 46 N R 1 E

Tax Area Code
90-02

2 - 18



90-02
90-06

Assessor's Map
County of Siskiyou, California

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

Exhibit F-2

