

# Staff Report

Submission Date: September 25, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Recommendation by Staff to issue a Notice of Non-Renewal of portions of certain Williamson Act Contracts.

Location: Multiple Parcels in Siskiyou County

Exhibits:

- A.** 22006 -Costello
  - 1. Minute Order
  - 2. Existing Contract
- B.** 22011 - Crawford
  - 1. Minute Order
  - 2. Existing Contract
- C.** 78019 - Reynolds
  - 1. Email from property owner
  - 2. Existing Contract
- D.** 72059 - Ericson
  - 1. Email from property owner
  - 2. Existing Contract
- E.** 04002 – Snider
  - 1. Existing Contract
- F.** 08005 – Johnson and Aunspach
  - 1. Existing Contract
- G.** 72021 – King
  - 1. Existing Contract
- H.** 83008 – Doernhoefer
  - 1. Existing Contract
- I.** 97001 – Kvalvik
  - 1. Existing Contract
- J.** 72025 – Chandler, Hawkinson, Joens, Moody, Scarface Investments & Ulics
  - 1. Existing Contract

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## Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continues to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. During this review and by reference by the Code Enforcement Division, it was found that several properties are not in compliance with the County guidelines. Additionally, some property owners have indicated that they do not wish to participate in the program and are not opposed to the non-renewal of property under their ownership.

The following properties are being recommended for Non-Renewal of their Williamson Act Contract:

**Costello – Contract 22006**

Located on Highway 3, west of the city of Yreka on APN 014-210-140



Figure 1 – Costello

**Principal Compliance Concerns:**

- Substandard parcel size

As required by County Guidelines, Mr. Costello applied to have his property rescinded from the existing contract and a new contract issued, consisting solely of his property as he had purchase property that was only a portion of an existing contract (Guidelines Section VI, C). The board considered and approved this request on April 4, 2023, with the direction to staff, that should the property owner not apply for a boundary line adjustment to merge or increase the parcel size of a 33.12-acres, substandard parcel, to bring the substandard parcel back to the board with a recommendation for non-renewal (Exhibit A-1 – minutes).

**Parcel History** (Exhibit A-2)

- Williamson Act Contract – Contract No. 22006 as recorded on May 4, 2023, in the Siskiyou County Records at Document No. 2023-0003322
- Agricultural Preserve – Established by Board Resolution No. 183, Book 4, adopted on February 9, 1972

**Crawford – Contract 22011**

Located on Freeman Road, north and east of the community of Grenada on APN 038-010-100

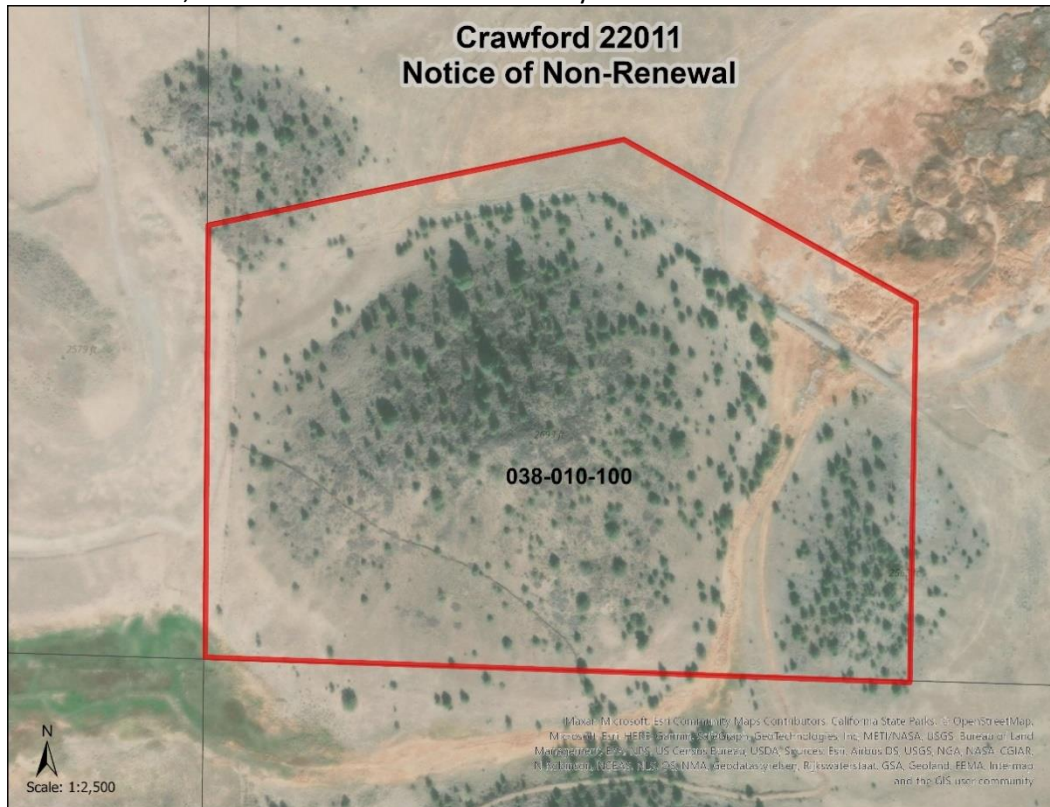


Figure 2 – Crawford

**Principal Compliance Concerns:**

- Substandard parcel size

As required by County Guidelines, Mr. Crawford applied to have his property rescinded from the existing contract and a new contract issued, consisting solely of his property as he had purchase property that was only a portion of an existing contract (Guidelines Section VI, C). The board considered and approved this request on May 16, 2023, with the direction to staff, that should the property owner not apply for a boundary line adjustment to merge or increase the parcel size of a 27-acres, substandard parcel, to bring the substandard parcel back to the board with a recommendation for non-renewal (Exhibit B-1 – Minutes).

**Parcel History** (Exhibit B-2)

- Williamson Act Contract – Contract No. 22011 as recorded on September 22, 2023 in the Siskiyou County Records at Document No. 2023-0006999
- Agricultural Preserve – Established by Board Resolution No. 23-98, adopted on May 16, 2023

**Reynolds – Contract 78019**

Located on Masterson Road, north and east of the community of Callahan on APN 031-250-020



Figure 3: Reynolds

**Principal Compliance Concerns:**

- Multi-Owner contract

A courtesy letter was sent to Mr. & Mrs. Reynolds notifying them of the County Guidelines requirement that upon sale or purchase property that was only a portion of an existing contract, the property owner must apply for a contract consisting solely of their property (Guidelines Section VI, C). The owner responded to this letter, indicating that they will not be utilizing the property for commercial agricultural purposes. (Exhibit C-1 - email)

**Parcel History** (Exhibit C-2)

- Williamson Act Contract – Contract No. 78019 as recorded on February 23, 1978, in the Siskiyou County Records in Volume 807 at Page 872
- Agricultural Preserve – Established by Board Resolution No. 39, Book 8, adopted on February 14, 1978

September 25, 2023

**Ericson – Contract 72059**

Located off Robinson Road, east of the community of Macdoel on APN 010-140-450



Figure 4: Ericson

**Principal Compliance Concerns:**

- No Commercial Agricultural Uses occurring.

**Correspondence**

- June 26, 2023 - Survey received on indicating the property is entirely dedicated to residential uses and no agricultural use was occurring.
- Staff called the property owner to verify no agricultural uses occurring. The owner confirmed that this property is not used for ag purposes. It is only used for residential purposes. The owner was made aware that staff would be recommending the Board issue a notice of non-renewal for this piece of property. They were not opposed.
- On July 19, 2023, Pursuant to County guidelines Section VI. B. a 60-day notice was mailed to the owner.

No additional correspondence has been received as of the preparation of this report.

**Parcel History** (Exhibit D-1)

- Williamson Act Contract – Contract No. 72059 as recorded on February 25, 1972, in the Siskiyou County Records in Volume 653 at Page 143
- Agricultural Preserve – Established by Board Resolution No. 183, Book 4, adopted on February 9, 1972

**Snider – Contract 04002**

Located on Old Westside Road, south of the community of Grenada on APN 022-200-460



Figure 5: Snider

**Principal Compliance Concerns:**

- No Commercial Agricultural Uses occurring.

**Correspondence**

- June 30, 2023 - A compliance survey was received by the Planning Division on, completed by K J Snider, noting no commercial agricultural uses and 37 acres dedicated to “dryland horse pasture”.
- July 14, 2023 - Pursuant to County guidelines Section V, B, staff sent a letter providing 60-days for the property owner to establish a commercial agricultural use and provide a declaration with supporting documentation showing a commercial agricultural use has occurred at least one of the past 3 years (Section V, B)1).
- July 19, 2023 - The owner called, stating they rent the property for horse grazing. Staff explained that horses do not qualify unless they are part of a commercial breeding or training program. Staff explained, to be in compliance, they must utilize the property for hay production and/or livestock grazing, the approved use in the existing contract. The owner said he would let us know if he decided to return the property to that use.
- September 8, 2023 – Staff called and left a voicemail asking for an update on returning the property to the approved use.

No additional correspondence has been received as of the preparation of this report.

**Parcel History** (Exhibit E1)

- Williamson Act Contract – Contract No. 04002 as recorded on January 5, 2004, in the Siskiyou County Records at Document No. 2004-00108
- Agricultural Preserve – Established by Board Resolution No. 03-202, adopted on November 4, 2004

**Johnson and Aunspach – Contract 08005**

Located on South Fork Road, south of the community of Callahan on APN 031-540-210

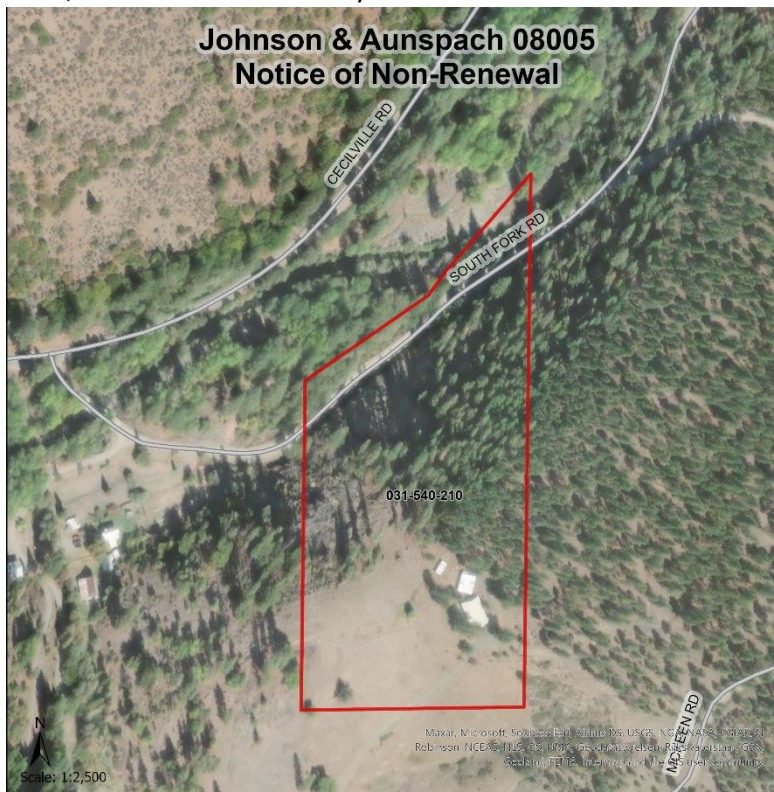


Exhibit 6: Johnson & Aunspach

**Principal Compliance Concerns:**

- Multi-Owner contract
- Substandard Parcel

**Correspondence**

- July 3, 2023 - Survey was received by the Planning Division on, noting 2 acres dedicated to livestock grazing and 1 acre to timber for harvest, with 6 acres of Open Space and 1 for the residence and outbuildings.
- July 27, 2023 -Staff called the property owner to verify survey was accurately filled out. The owner confirmed. Staff explained that the property did not qualify for a Williamson Act contract as it is substandard in size with no concentrated agricultural use, such as an orchard or vineyard, there is not a commercial agricultural use occurring on the property and the property is only a portion of an existing contract. It was discussed that should they owner apply for their own contract; staff would recommend the Board not approve their request and issue a notice of non-renewal.
- On July 27, 2023, Pursuant to County guidelines Section VI. B. a 60-day notice was mailed to the owner. No additional correspondence has been received as of the preparation of this report.

**Parcel History** (Exhibit F-1)

- Williamson Act Contract – Contract No. 08005 as recorded on December 30, 2008 in the Siskiyou County Records at Document No. 2008-013677
- Agricultural Preserve – Established by Board Resolution No. 08-203, adopted on December 2, 2003





**Doernhoefer – Contract 83008**

Located on Old Westside Road, north and west of the community of Gazelle on APN 022-200-360



Exhibit 8: Doernhoefer

**Principal Compliance Concerns:**

- No Commercial Agricultural Uses occurring.

**Correspondence**

- June 16, 2023 - Survey was received by the Planning Division noting 10 acres dedicated to residential uses.
- July 7, 2023 - Staff emailed the property owner to verify the survey is accurate. The owner emailed and confirmed that no commercial agricultural uses were occurring (Exhibit H-1 - email).
- July & August 2023 – several email exchanges and phone conversations occurred between staff and the property owners regarding how the property no longer qualifies and the non-renewal process.
- July 27, 2023 - Pursuant to County guidelines Section VI. B. a 60-day notice was mailed to the owner.

No additional correspondence has been received as of the preparation of this report.

**Parcel History** (Exhibit H-2)

- Williamson Act Contract – Contract No. 83008 as recorded on February 18, 1984, in the Siskiyou County Records at Document No. 84001404
- Agricultural Preserve – Established by Board Resolution No. 271 Book 11, adopted on December 13, 1983

**Kvalvik – Contract 97001**

Located on Scarface Road, east of the community of Gazelle on APN 022-050-360

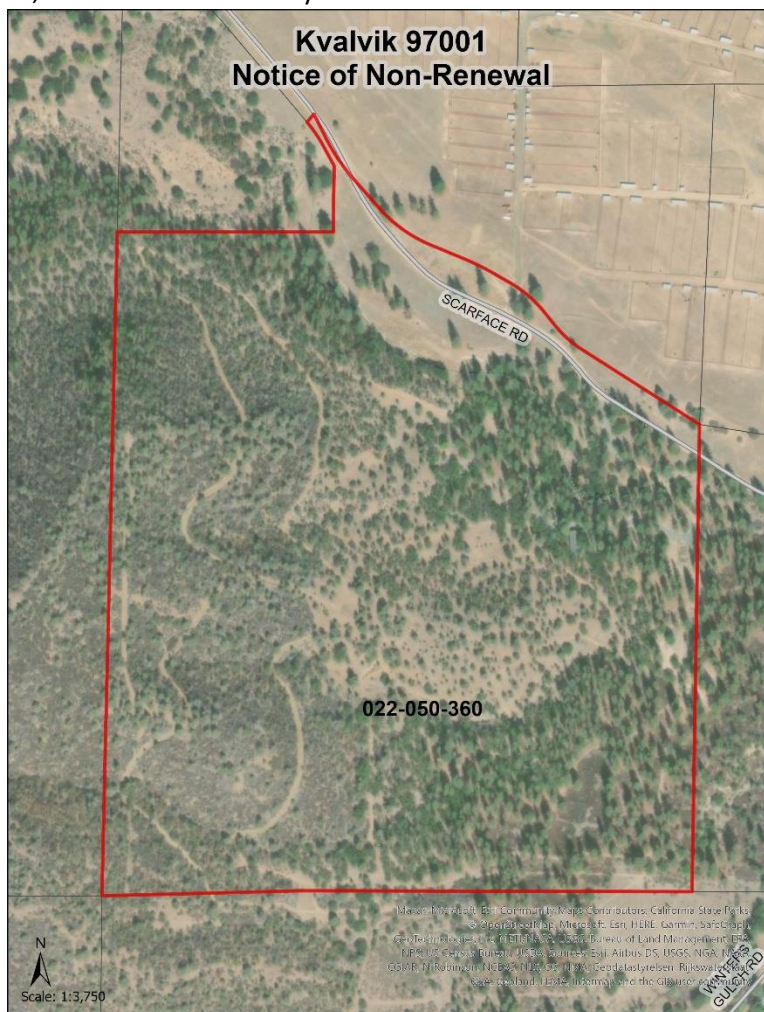


Exhibit 9: Kvalvik

**Principal Compliance Concerns:**

- Multi-Owner contract

**Correspondence**

- January 5, 2023 - A 60-day notice was sent to the property owner as they purchased only a portion of property under the existing contract.
- July 18, 2023 - A 60-day notice was sent to the property owner as they had not returned their survey and they own only a portion of property under an existing contract.
- August 7, 2023 – Survey received which indicated of 99 acres, 81 are dedicated to rangeland, 2 to intensive farming, 40 to timber for harvest, 20 to Open Space and 3 to Residential and Timberland. Staff called to clarify acreage and to remind the owner that they still needed to apply for their own contract.

As of the preparation of this report, no correspondence has been received from the property owner.

**Parcel History** (Exhibit I-1)

- Williamson Act Contract – Contract No. 97001 as recorded on December 18, 1996, in the Siskiyou County Records at Document No. 96015535 and amended by Document No. 2001-18086 as recorded on December 13, 2001
- Agricultural Preserve – Established by Board Resolution No. 96-375, adopted on December 10, 1996

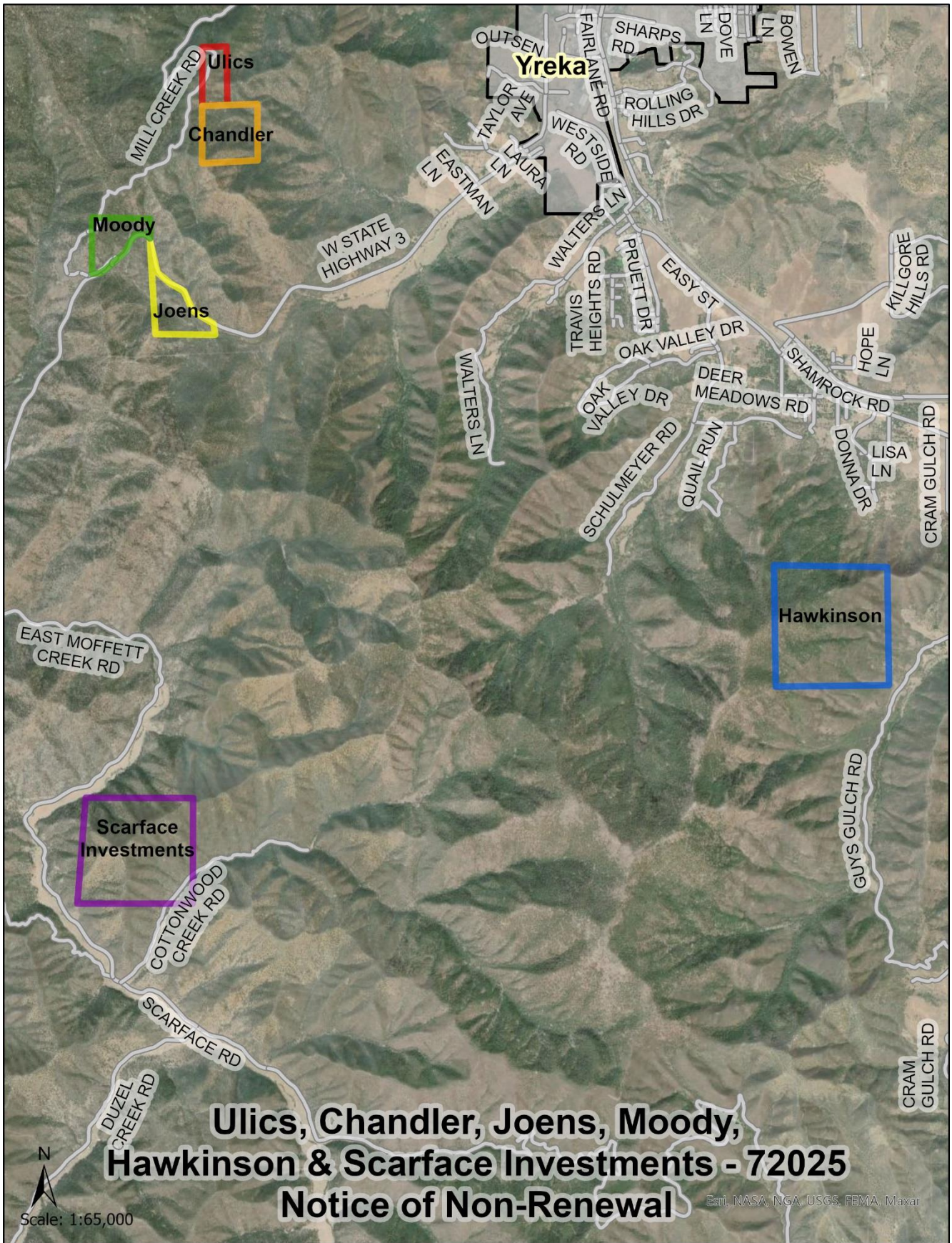


Figure 10: Ulics, Chandler, Joens, Moody, Hawkinson and Scarface Investments

The following are under Williamson Act Contract 72025

**Parcel History** (Exhibit J-1)

- Williamson Act Contract – Contract No. 72025 as recorded on February 25, 1972 in the Siskiyou County Records in Volume 651 at Page 62
- Agricultural Preserve – Established by Board Resolution No. 183, Book 4, adopted on February 9, 1972

**Ulics – Contract 72025**

Located on Mill Creek Road, west of the city of Yreka on APN 013-220-010

**Principal Compliance Concerns:**

- Multi-Owner contract
- Significant change in approved commercial agricultural use

**Correspondence**

- August 3, 2023 -A 60-day notice was sent to the property owner as they had indicated in their survey the dedicated use of the property is Timber for Harvest, which is a significant change in use from the approved use in the existing contract, ranching, and they own only a portion of property under the existing contract.

As of the preparation of this report, no correspondence has been received from the property owner.

**Chandler – Contract 72025**

Located on Mill Creek Road, west of the city of Yreka on APN 014-310-010

**Principal Compliance Concerns:**

- Multi-Owner contract
- No commercial agricultural use

**Correspondence**

- August 3, 2023 - A 60-day notice was sent to the property owner as they have not returned the 2023 Williamson Act Survey and they own only a portion of property under the existing contract.

As of the preparation of this report, no correspondence has been received from the property owner.

**Joens – Contract 72025**

Located on Highway 3, south and west of the city of Yreka on APNs 014-210-150 & 014-210-170

**Principal Compliance Concerns:**

- Multi-Owner contract
- Significant change in approved commercial agricultural use

**Correspondence**

- August 3, 2023 – A 60-day notice was sent to the property owner as they have not returned the 2023 Williamson Act Survey and they own only a portion of property under the existing contract.
- September 12, 2023 – The owner submitted a complete 2023 survey noting the property is dedicated to timber for harvest. This is a significant change in use from the approved use of ‘Ranching’. A contract amendment would be required to address this issue.
- September 12, 2023 – Staff emailed the owner regarding the need to apply for a new contract.

As of the preparation of this report, no correspondence has been received from the property owner.

**Moody – Contract 72025**

Located on Highway 3, south and west of the city of Yreka on APNs 014-210-110 & 014-210-130

**Principal Compliance Concerns:**

- Multi-Owner contract
- Unable to verify commercial agricultural use – Compliance monitoring survey was not returned.

**Correspondence**

- August 3, 2023 – A 60-day notice was sent to the property owner as they have not returned the 2023 Williamson Act Survey and they own only a portion of property under the existing contract.
- August 29, 2023 – Staff called and emailed owner. The Certified Letter was returned unclaimed. The owner came to the office and picked up the letter.

As of the preparation of this report, no correspondence has been received from the property owner.

**Hawkinson – Contract 72025**

Located north and west of Guys Gulch Road, west of the community of Grenada on APN 014-340-060

**Principal Compliance Concerns:**

- Multi-Owner contract

**Correspondence**

- June 27, 2022 – A courtesy letter regarding the requirement to apply for a new contract upon sale of property that is only a portion of an existing contract.
- July & August 2022 – Phone and email correspondence between owner, staff, and County Counsel regarding the requirement to apply for a separate contract.
- January 5, 2023 – A 60-day notice was sent as they did not apply for their own contract.
- February 25, 2023 – The owner requested and was granted a 60-day extension to apply for a contract.
- May 22, 2023 – The owner requested and was granted an extension to July 1, to apply for a contract.
- August 3, 2023 -A 60-day notice was sent as they did not apply for their own contract.
- August 28, 2023 – Owner called, he did not collect his Certified Letter and requested that it be emailed to him. Staff emailed the letter to the email address provided.

As of the preparation of this report, no correspondence has been received from the property owner.

**Scarface Investments – Contract 72025**

Located on Cottonwood Creek Road, east of the city of Fort Jones on APNs 023-201-140 & 023-201-300

**Principal Compliance Concerns:**

- Multi-Owner contract

**Correspondence**

- August 3, 2023 – A 60-day notice was sent to the property owner as they own only a portion of property under the existing contract.

As of the preparation of this report, no correspondence has been received from the property owner.

## Analysis

Williamson Act Contracts are binding agreements between landowners and the county that assume the terms of the contract continue to be met, and landowners remain in compliance with County Guidelines in exchange for reduced property tax assessments. When it appears to the County that a landowner is not complying with county policies or terms of the contract, the County will issue a notice of non-renewal upon the property owner.

As the subject properties are not in compliance, as detailed in Background and Discussion, it would be appropriate for the County to issue a notice of non-renewal.

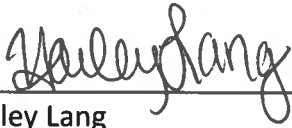
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

### Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the properties within this staff report are not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a notice of non-renewal of these properties.

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 25, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

**Recording Requested By:**  
Siskiyou County Board of Supervisors

**When Recorded Return To:**  
Siskiyou County Clerk  
311 Fourth Street, Room 201  
Yreka, CA 96097

***COPY*** of Document Recorded

ON 05/04/2023, 2023-0003322

***Has Not Been Compared With Original  
SISKIYOU COUNTY RECORDER***

Land Conservation Contract No. APA-22-06  
(Aiden Costello)  
**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 on February 9, 1972; 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 agricultural land has definite public value as Open Space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

Whereas, the County enters into this Contract with OWNER on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

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

**Land Conservation Contract No. APA-22-06  
(Aiden Costello)**

**This Land Conservation Contract, Made And Executed This 4th day of April 2023,** by and between Aiden Costello, hereinafter referred to as the "OWNER", and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", hereby agree as follows:

**New Land Conservation Contract**

**Section 1. Contract.** This is a "Contract" made pursuant to the California Land Conservation Act of 1965, 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 "B" attached hereto.

**Section 2. Term.** This Contract shall take effect on January 1, 2024 and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

**Section 3. Renewal. Notice of Non-Renewal.** 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 a 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. Under no circumstances shall a Notice of Non-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 by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. 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 as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract.

**Section 5. Addition or Elimination of Authorized Uses.**

(a) The OWNER agrees that the primary use of the property is for **the growing of timber with the purpose of harvesting timber**. Upon a proposed change in the primary use by the Owner, or if a change in primary use has been determined by the County, the proposed change shall require a new contract and shall be processed as a Williamson Act contract recession and simultaneous reentry.

(b) 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 the uniform Rules for the Establishment and Administration of Agricultural Preserves and



Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

**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 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 acquired less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this document.

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

(d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) 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 the County.** The OWNER shall not receive any payment from 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.** Termination of Contract by the County. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

**Section 10.** 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 a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (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 percent 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 the assessed to the 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 11.** 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 12. 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 13. 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 14. Contracts Binds Successors.** The term "OWNER" as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

- (a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and
- (b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and
- (c) All successors in interest to OWNER shall enter into separate and individual contracts pursuant to the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts as they exist now and in the future.

**Section 15. 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 Non-Renewal by the County.

**Section 16. Conveyance Contrary to the 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 17. Owner to Provide Information.** The OWNER, upon request of the County, shall provide information relating to the OWNER's obligations under this Contract.

**Section 18. Conflict Provision.** In the event of any conflict between the provisions of this contract, the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, or State law as they exist now and in the future, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

**Section 19. 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 OWNER shall be addressed to the same address indicated upon the County Assessor's records for the mailing of tax assessments. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors  
County of Siskiyou  
311 Fourth Street, Room 201  
Yreka, CA 96097

In Witness Whereof the OWNER and the County have executed this Contract on the day first above written:

OWNER:

Existing APN: 014-210-160 and 014-210-140

Aiden Costello


By:   
Aiden Costello, Owner

Place Notary Certificate Here *PLEASE SEE ATTACHED*

Attest: County of Siskiyou, Board of Supervisors

See next page

Clerk

  
Ed Valenzuela, Chair



ATTACHMENT TO LAND CONSERVATION CONTRACT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of OREGON  
County of JACKSON)

On APRIL 20, 2023 before me, MARION ROSE  
(insert name and title of the officer)

personally appeared AIDEN COSTELLO  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marion Rose (Seal)



**Exhibit "A"**  
**Land Conservation Contract APA-22-06**  
**(Aiden Costello)**

Assessor's Parcels Numbers and Pre-rescission Contract Numbers listed below:

<b>Assessor's Parcel Number</b>	<b>Assessor Contract Number</b>	<b>Clerk Contract Number</b>	<b>Recordation Number</b>	<b>Acreage</b>
014-210-160	78025	82	Volume 651, Page 62	157.27
014-210-140	78025	82	Volume 651, Page 62	33.12

A map of the land to be placed under this contract is also included as part of Exhibit "A".

**Exhibit "A" map  
Land Conservation Contract APA-22-06  
(Aiden Costello)**

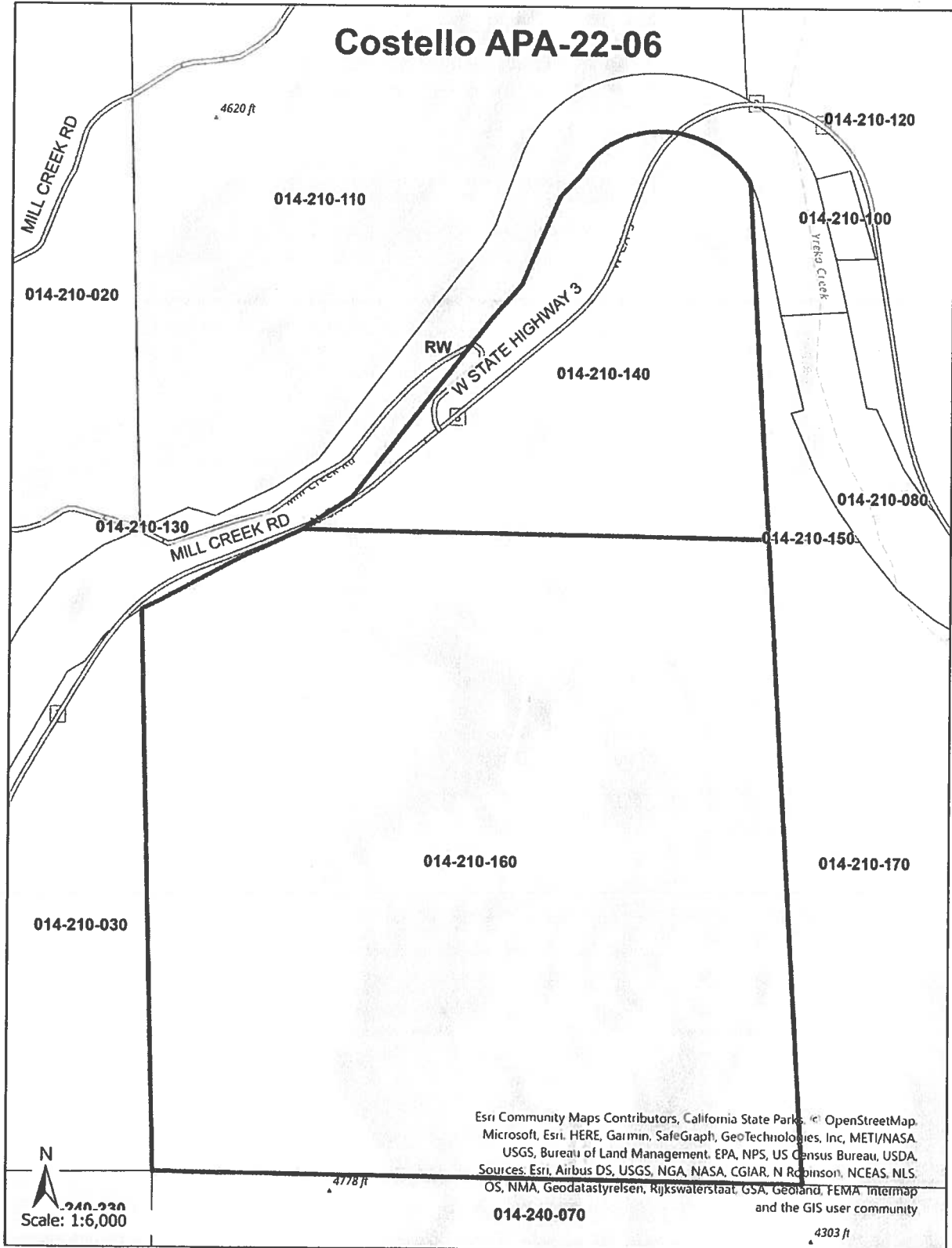


Exhibit A-2



**Exhibit "B"**  
**Land Conservation Contract APA-22-06**  
**(Aiden Costello)**  
**Legal Description of Property to be Included**

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

Parcel 1:

All that portion of the Northwest One-quarter of Section 12, Township 44 North, Range 8 West, Mount Diablo Base and Meridian, in Siskiyou County, State of California, lying southerly and southeasterly of the southerly and southeasterly right of way line of State Highway Route 3, as it exists in January 2019.

APN 014-210-140

Parcel 2:

All that portion of the Southwest One-quarter of Section 12, all in Township 44 North, Range 8 West, Mount Diablo Base and Meridian, in Siskiyou County, State of California, lying southeasterly of the southeasterly right of way line of State Highway Route 3, as it exists in January 2019.

APN: 014-210-160

This document is a correct copy of the original on file in this office  
ATTEST:  
LAURA BYNUM  
County Clerk of the State of California  
In and for the County of Siskiyou.

Resolution No. 23-68

By: Wendy Weig  
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving  
the Rescission and Re-Entry of Existing Williamson Act Contracts  
Under Application APA-22-06**

**WHEREAS**, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**WHEREAS**, Aiden Costello, owns 190.39 acres that was originally placed in Williamson Act contract on February 25, 1972; and

**WHEREAS**, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, and amended on December 13, 2022, upon sale or purchase of Williamson Act contracted land that constitutes only a portion of an Agricultural Preserve, the owner shall apply for a separate contract; and

**WHEREAS**, an Agricultural Preserve Contract Amendment application (APA-22-06) was submitted to the County on June 28, 2022, that proposes to rescind approximately 190.39 acres from an existing Williamson Act Contract; and

**WHEREAS**, the Staff Report for APA-22-06 prepared for the Agricultural Preserve Administrator contains a detailed analysis of how said application complies with the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 13, 2022; and

**WHEREAS**, the Staff Report for APA-22-06 prepared for the Board of Supervisors contains the staff analysis and recommendation by the Agricultural Preserve Administrator; and

**WHEREAS**, a Notice of Public Hearing was published in the Siskiyou Daily News on March 22, 2023, for this matter to be heard at the April 4, 2023, Board of Supervisors meeting; and

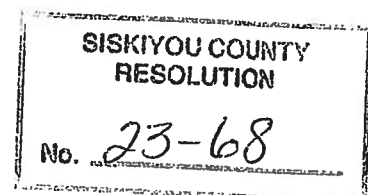
**WHEREAS**, public hearing notices were provided pursuant to Siskiyou County Code Section 10-6.2805 et seq.; and

**WHEREAS**, the Planning Division presented its oral and written staff report on the proposed Williamson Act Contract request (APA-22-06) at a regular meeting of the Board of Supervisors on April 4, 2023; and

**WHEREAS**, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

**WHEREAS**, on April 4, 2023, the Board of Supervisors held the duly noticed public hearing on the proposed new Williamson Act Contract for APNs: 014-210-140 and 014-210-160; and

Exhibit A-2



WHEREAS, on April 4, 2023, the Chair of the Board of Supervisors opened the duly noticed public hearing on the proposed Williamson Act Contract request (APA-22-06) to receive testimony both oral and written, following which the Chair closed the public hearing and the Board discussed the requested Williamson Act Contract prior to reaching its decision.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds the above recitals true and correct.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contract under application APA-22-06.

BE IT FURTHER RESOLVED that the Board of Supervisors instructs staff to take the necessary steps to rescind from the existing contract the land in question and take the necessary actions to prepare for the re-entry of that same land into a new Williamson Act contract.

BE IT FURTHER RESOLVED that County Counsel is hereby authorized to make any necessary technical amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending the Williamson Act contract.

BE IT FURTHER RESOLVED the Chair of the Board of Supervisors is hereby authorized to sign said contract on behalf of the County of Siskiyou.

BE IT FURTHER RESOLVED that County staff is directed to record said Williamson Act contract at the earliest opportunity once completed.

BE IF FURTHER RESOLVED that the project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. 23-68 was duly adopted on a motion by Supervisor Haupt and seconded by Supervisor Kobseff, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 4 th day of April, 2023, by the following vote:

AYES: Supervisors Haupt, Kobseff, and Ogren

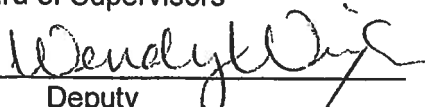
NOES: Supervisor Valenzuela

ABSENT: None

ABSTAIN: Supervisor Criss

  
\_\_\_\_\_  
Ed Valenzuela, Chair  
Board of Supervisors

ATTEST:  
Laura Bynum, Clerk  
Board of Supervisors

By   
Deputy

# State of California, County of Siskiyou

## Board of Supervisors

### Minute Order, April 4, 2023

**Public Hearings - Community Development -** Public hearing to consider Resolution approving the rescission and re-entry of existing Williamson Act contracts under Application APA-22-06 for the Costello Williamson Act project located near the Town of Fort Jones. Resolution 23-68 adopted.

This was the time set for a public hearing to consider Resolution approving the rescission and re-entry of existing Williamson Act contracts under Application APA-22-06 for the Costello Williamson Act project located near the Town of Fort Jones.

Supervisor Criss was previously recused from consideration of this item and left the Board Chambers.

The Chair opened the public hearing.

Assistant Planner Bernadette Cizin appeared before the Board, providing an overview of the request to remove property from an existing agricultural preserve and bring it under one Williamson Act contract. Ms. Cizin further advised that one of the subject parcels was under the minimum parcel size to be included and that the property owner was informed that a Notice of Non-renewal for that parcel would be issued no later than September 2023 (to allow the applicant to apply for a Boundary Line Adjustment to increase the parcel size or merge two parcels if so desired).

Deputy County Clerk Wendy Winningham advised that there had been no correspondence received by the Clerk's Office.

There being no public comments, the public hearing was closed.

Discussion followed between members of the Board and Ms. Cizin regarding the processes associated with issuing Notices of Non-renewal, the recommended September 2023 deadline to bring the substandard parcel into the minimum parcel requirements, possible impacts should the September 2023 deadline be changed to an earlier or later date and the process for taxing land versus structures under Williamson Act contract.

It was moved by Supervisor Haupt and seconded by Supervisor Kobseff to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15317, Open Space Easements or Contracts; and adopt the attached resolution approving the rescission and reentry of the applicable Williamson Act contract; and direct staff to bring back before the Board a recommendation for Notice of Non-Renewal for the substandard parcel.

Supervisor Valenzuela shared concerns regarding the lengthy process associated with this request.

The Chair called for the vote and the motion to adopt Resolution 23-68 carried, following a roll call vote with Supervisors Haupt, Kobseff and Ogren voting YES, Supervisor Valenzuela voting NO and Supervisor Criss RECUSED.

Supervisor Criss returned to the Board Chambers.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the Siskiyou County Board of Supervisors.



By: Wendy Winningham  
Deputy

# State of California, County of Siskiyou

## Board of Supervisors

### Minute Order, May 16, 2023

**Public Hearings - Community Development - Public hearing to consider Resolutions approving rescission and re-entry of existing Williamson Act Contract and an amendment to an existing Agricultural Preserve under Application APA-22-11 and finding the project exempt from CEQA for the Crawford Williamson Act contract rescission and reentry project. Resolutions 23-97 and 23-98 adopted.**

This was the time set for a public hearing to consider Resolutions approving rescission and re-entry of existing Williamson Act Contract and an amendment to an existing Agricultural Preserve under Application APA-22-11 and finding the project exempt from CEQA for the Crawford Williamson Act contract rescission and reentry project.

Vice Chair Kobseff opened the public hearing.

Assistant Planner Bernadette Cizin appeared before the Board, providing an overview of the request to bring certain property under multiple property owners under one Williamson Act contract for the Crawford Williamson Act amendment project. Ms. Cizin additionally advised that, during project review, one parcel was found to be substandard (under the 40 acre minimum) and that staff recommended and would bring a request for non-renewal before the Board prior to September 2023. Ms. Cizin further recommended that the project be consider exempt under CEQA.

In response to the Vice Chair, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had not received any correspondence related to this item.

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

Discussion between members of the Board and Ms. Cizin regarding the possible recommendation for non-renewal of the substandard parcel and the associated process.

It was moved by Supervisor Ogren, seconded by Supervisor Haupt and carried, following a roll call vote with Supervisors Haupt, Ogren and Kobseff voting YES and Supervisors Criss and Valenzuela ABSENT to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15317, Open Space Easements or Contracts; adopt the attached Resolution 23-98 approving the amendment of the existing Agricultural Preserves and establish a new Agricultural Preserve, adopt the attached Resolution 23-97 approving the rescission and reentry of the applicable Williamson Act contract and direct staff to bring back before the Board a recommendation for Notice of Non-Renewal for the substandard parcel.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the Siskiyou County Board of Supervisors.



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

**Recording Requested By:**  
Siskiyou County Board of Supervisors

**When Recorded Return To:**  
Siskiyou County Clerk  
311 Fourth Street, Room 201  
Yreka, CA 96097



**Siskiyou County Recorder**  
**Craig S. Kay, Assessor-Recorder**  
**DOC - 2023-0006999**

Requested By: Public  
September 22, 2023 02:44 PM  
Total Paid: No Fee

Receipt No.: 2023373696  
pJohnson/ASR-156/1-19

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Land Conservation Contract No. APA-22-11  
(Crawford)  
**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 on May 16, 2023; 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 agricultural land has definite public value as Open Space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

Whereas, the County enters into this Contract with OWNER on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

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

**Land Conservation Contract No. APA-22-11  
(Crawford)**

**This Land Conservation Contract, Made And Executed This** 16th day of May 2023, by and between Caven and Brenda Crawford, hereinafter referred to as the "OWNER", and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", hereby agree as follows:

**New Land Conservation Contract**

**Section 1. Contract.** This is a "Contract" made pursuant to the California Land Conservation Act of 1965, 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 "B" attached hereto.

**Section 2. Term.** This Contract shall take effect on January 1, 2024 and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

**Section 3. Renewal. Notice of Non-Renewal.** 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 a 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. Under no circumstances shall a Notice of Non-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 by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. 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 as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract.

**Section 5. Addition or Elimination of Authorized Uses.**

(a) The OWNER agrees that the primary use of the property is for **Rangeland and pasture for livestock production and forage**. Upon a proposed change in the primary use by the Owner, or if a change in primary use has been determined by the County, the proposed change shall require a new contract and shall be processed as a Williamson Act contract recession and simultaneous reentry.

(b) 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 the uniform Rules for the Establishment and Administration of Agricultural Preserves and

Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

**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 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 acquired less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this document.

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

(d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) 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 the County.** The OWNER shall not receive any payment from 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.** Termination of Contract by the County. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

**Section 10.** 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 a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (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 percent 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 the assessed to the 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 11.** 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 12.** 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 13.** 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 14.** Contracts Binds Successors. The term "OWNER" as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

(a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and

(b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

(c) All successors in interest to OWNER shall enter into separate and individual contracts pursuant to the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts as they exist now and in the future.

**Section 15.** 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 Non-Renewal by the County.

**Section 16.** Conveyance Contrary to the 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 17.** Owner to Provide Information. The OWNER, upon request of the County, shall provide information relating to the OWNER's obligations under this Contract.

**Section 18.** Conflict Provision. In the event of any conflict between the provisions of this contract, the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, or State law as they exist now and in the future, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

**Section 19.** 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 OWNER shall be addressed to the same address indicated upon the County Assessor's records for the mailing of tax assessments. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors  
County of Siskiyou  
311 Fourth Street, Room 201  
Yreka, CA 96097

In Witness Whereof the OWNER and the County have executed this Contract on the day first above written:

OWNER:

Existing APN: 038-010-100, 038-010-120, 038-020-240, 038-020-250 and 038-020-260

Caven G. Crawford and Brenda L. Crawford

By:    
Caven Crawford, Owner

**Place Notary Certificate Here**

Attest:

County of Siskiyou, Board of Supervisors

See attached

Clerk

  
Ed Valenzuela, Chair

Exhibit B-2

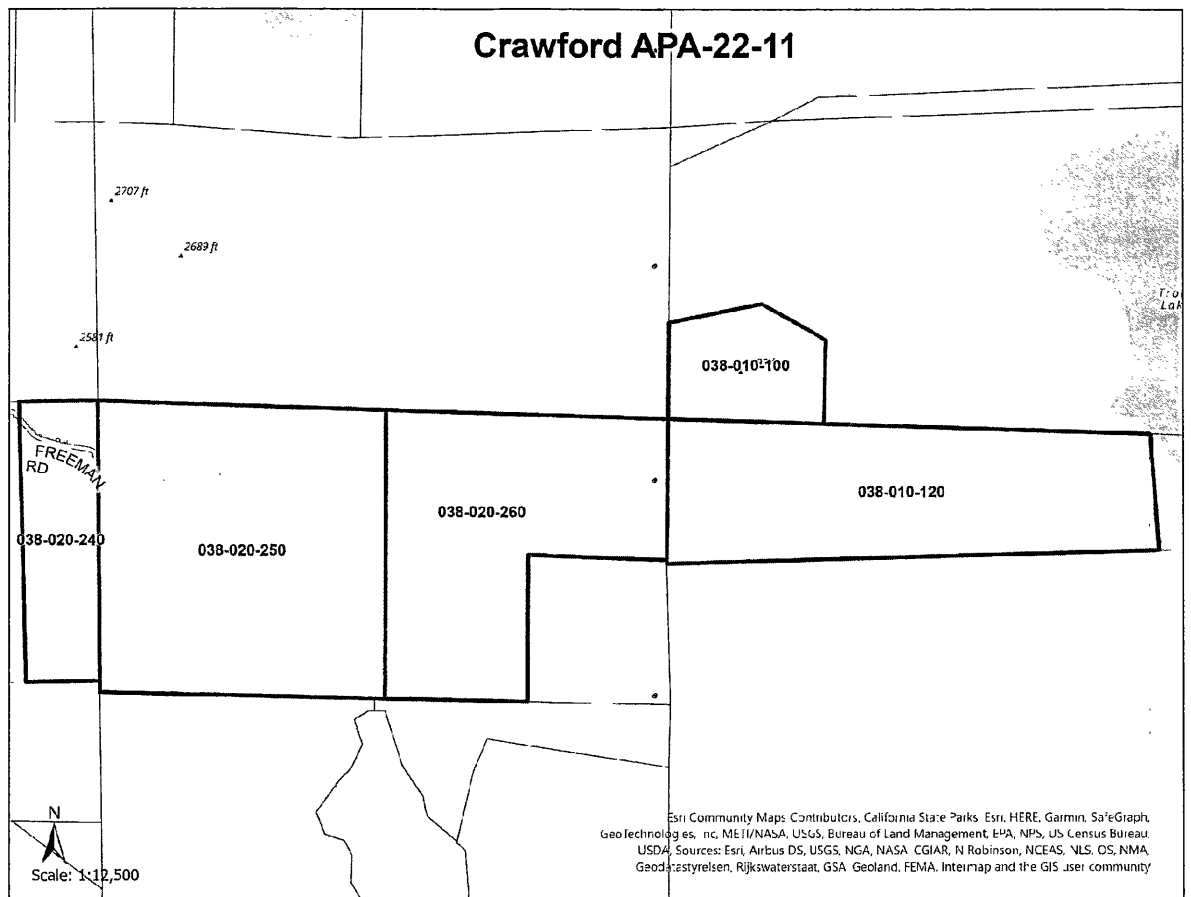
**Exhibit "A"**  
**Land Conservation Contract APA-22-11**  
**(Crawford)**

Assessor's Parcels Numbers and Pre-rescission Contract Numbers listed below:

<b>Assessor's Parcel Number</b>	<b>Assessor Contract Number</b>	<b>Clerk Contract Number</b>	<b>Recordation Number</b>	<b>Acreage</b>
038-010-100	76010	265	Volume 749 Page 798	27
038-010-120	76010	265	Volume 749 Page 798	135.5
038-020-240	76010	265	Volume 749 Page 798	40
038-020-250	76010	265	Volume 749 Page 798	160
038-020-260	76010	265	Volume 749 Page 798	120

A map of the land to be placed under this contract is also included as part of Exhibit "A".

Exhibit "A" map  
Land Conservation Contract APA-22-11  
(Crawford)



**Exhibit "B"**  
**Land Conservation Contract APA-22-11**  
**(Crawford)**  
**Legal Description of Property to be Included**

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

Parcel I:

A portion of the Southwest one-quarter of Section 1, Township 44 North, Range 6 West, Mount Diablo Meridian, described as follows:

Beginning at the Southwest corner of said Section 1; thence S. 88° 45' 30" E., 1320.00 feet along the South line of Section 1; thence N. 0° 31' 45" E., 660.00 feet; thence N. 56° 12' 30" W., 641.45 feet; thence S. 79° 38' 14" W., to the West line of Section 1; thence Southerly, along the West line of Section 1 to the Point of Beginning.

APN 038-010-100

Parcel II:

The North half of the North half of Section 12, Township 44 North, Range 6 West, Mount Diablo Meridian.

Excepting therefrom all that portion of the Northeast one-quarter of the Northeast one-quarter of Section 12, Township 44 North, Range 6 West, Mount Diablo Meridian, lying East of the following described line:

Beginning at a point on the North line of said Section 12, from which point the Northeast corner of Section 12 bears S. 88° 45' 50" E., 825.11 feet; thence S. 0° 07' 40" W., to the South line of said Northeast one-quarter of the Northeast one-quarter of Section 12.

The North half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 11, Township 44 North, Range 6 West, Mount Diablo Meridian.

The following is included for conveyance purposes only as it is contained in the vesting deed describing the herein property however The Company is not insuring any matters related to any type of water rights and other similar matters:

"Together with all water rights, ditches and canals appertaining or belonging thereto."

APN(S) 038-010-120 & 038-020-260

Parcel III:

The Northwest quarter of Section 11, Township 44 North, Range 6 West, M.D.M., and Lots 22 and 24

(being the East half of the Northeast quarter) of Section 10, Township 44 North, Range 6 West, M.D.M., according to the map of "Shasta River Tract", filed in the Office of the County Recorder in Book 2 of Maps, at Page 143.

Excepting therefrom the following described parcel:

The West 40.00 acres of Lots 22 and 24 (being the East half of the Northeast quarter) of Section 10, Township 44 North, Range 6 West, M.D.M., according to the map of "Shasta River Tract", filed In the Office of the County Recorder in Book 2 of Maps, at Page 143. Said 40 acres to be measured parallel to the West line of said Lots 22 and 24.

APN(S) 038-020-240 & 038-020-250

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
  ) ss  
COUNTY OF SISKIYOU )

On September 19, 2023, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Ed Valenzuela, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

LAURA BYNUM, County Clerk  
and ex-Officio Clerk of the Board

Dated: September 21, 2023

By: Wendy Win  
Deputy

(Seal)



# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Yreka )

On ~~12~~ 12 Sept 2023 before me, Joshua Cable Notary Public,  
(here insert name and title of the officer)

personally appeared Caven G Crawford & Brend L Crawford

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joshua Cable

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<b>Method of Signer Identification</b> Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)  Notarial event is detailed in notary journal on: Page # _____ Entry # _____  Notary contact: _____
<b>Other</b> <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

This instrument is a correct copy of the original on file in this office.  
ATTEST:  
LAURA BYNUM  
County Clerk of the State of California  
In and for the County of Siskiyou.

Resolution No. 23-97

By: Wendy DeJ  
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving  
the Rescission and Re-Entry of Existing Williamson Act Contract  
Under Application APA-22-11**

**WHEREAS**, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**WHEREAS**, Caven and Brenda Crawford, own approximately 482.5 acres that was originally placed in Williamson Act contract on February 17, 1976; and

**WHEREAS**, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, and amended on December 13, 2022, upon sale or purchase of Williamson Act contracted land that constitutes only a portion of an Agricultural Preserve, the owner shall apply for a separate contract; and

**WHEREAS**, an Agricultural Preserve Contract Amendment application (APA-22-11) was submitted to the County on August 16, 2022, that proposes to rescind approximately 482.5 acres from an existing Williamson Act Contract; and

**WHEREAS**, the Staff Report for APA-22-11 prepared for the Agricultural Preserve Administrator contains a detailed analysis of how said application complies with the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 13, 2022; and

**WHEREAS**, the Staff Report for APA-22-11 prepared for the Board of Supervisors contains the staff analysis and recommendation by the Agricultural Preserve Administrator; and

**WHEREAS**, a Notice of Public Hearing was published in the Siskiyou Daily News on May 3, 2023, for this matter to be heard at the May 16, 2023, Board of Supervisors meeting; and

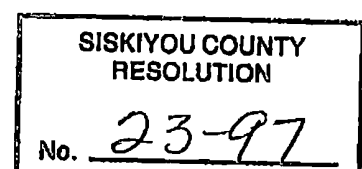
**WHEREAS**, public hearing notices were provided pursuant to Siskiyou County Code Section 10-6.2805 et seq.; and

**WHEREAS**, the Planning Division presented its oral and written staff report on the proposed Williamson Act Contract request (APA-22-11) at a regular meeting of the Board of Supervisors on May 16, 2023; and

**WHEREAS**, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

**WHEREAS**, on May 16, 2023, the Board of Supervisors held the duly noticed public hearing on the proposed new Williamson Act Contract for APNs: 038-010-100, 038-010-120, 038-020-240, 038-020-250 and 038-020-260; and

Exhibit B-2



**WHEREAS**, on May 16, 2023, the Chair of the Board of Supervisors opened the duly noticed public hearing on the proposed Williamson Act Contract request (APA-22-11) to receive testimony both oral and written, following which the Chair closed the public hearing and the Board discussed the requested Williamson Act Contract prior to reaching its decision.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors finds the above recitals true and correct.

**BE IT FURTHER RESOLVED** that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contract under application APA-22-11.

**BE IT FURTHER RESOLVED** that the Board of Supervisors instructs staff to take the necessary steps to rescind from the existing contract the land in question and take the necessary actions to prepare for the re-entry of that same land into a new Williamson Act contract.

**BE IT FURTHER RESOLVED** that County Counsel is hereby authorized to make any necessary technical amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending the Williamson Act contract.

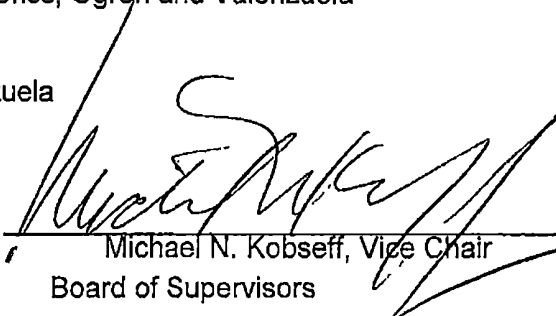
**BE IT FURTHER RESOLVED** the Chair of the Board of Supervisors is hereby authorized to sign said contract on behalf of the County of Siskiyou.

**BE IT FURTHER RESOLVED** that County staff is directed to record said Williamson Act contract at the earliest opportunity once completed.

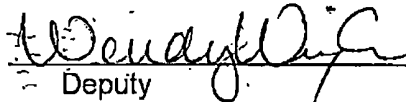
**BE IF FURTHER RESOLVED** that the project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. 23-97 was duly adopted on a motion by Supervisor Ogren and seconded by Supervisor Haupt, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 16<sup>th</sup> day of May, 2023, by the following vote:

AYES: Supervisors Haupt, Kobseff, Criss, Ogren and Valenzuela  
NOES: None  
ABSENT: Supervisors Criss and Valenzuela  
ABSTAIN: None

  
\_\_\_\_\_  
Michael N. Kobseff, Vice Chair  
Board of Supervisors

ATTEST:  
Laura Bynum, Clerk  
Board of Supervisors

By   
Deputy

This instrument is a correct copy of the original on file in this office.  
ATTEST:  
LAURA BYNUM  
County Clerk of the State of California  
In and for the County of Siskiyou.

Resolution No. 23-98

By: Wendy Day  
Deputy

**Resolution of the Siskiyou County Board of Supervisors Approving  
an Amendment to an Existing Agricultural Preserves  
Under Application APA-22-11 and Finding the Project Exempt from CEQA**

**Whereas**, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**Whereas**, Caven and Brenda Crawford, owns property that was placed in an Agricultural Preserve through Board Resolution No. 30 Book 7 on February 10, 1976; and

**Whereas**, an Agricultural Preserve Amendment application (APA-22-11) was submitted to the County on August 16, 2022, that proposes to amend the existing Agricultural Preserves, removing property owned by the applicant, and establish an approximately 482.5-acre agricultural preserve; and

**Whereas**, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, and amended on December 13, 2022, it is in the best interest of the County and subject property owners to amend the boundaries of the existing Agricultural Preserves; and

**Whereas**, pursuant to Government Code Section 51237, a map of the altered agricultural preserve is attached as Exhibit A to be recorded with this resolution; and

**Whereas**, a staff report prepared for the Agricultural Preserve Administrator contains a detailed analysis of how said application complies with the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 13, 2022; and

**Whereas**, the Staff Report for APA-22-11 prepared for the Board of Supervisors contains the staff analysis and recommendation by the Agricultural Preserve Administrator; and

**Whereas**, the proposed Agricultural Preserve complies with the minimum agricultural preserve size pursuant to Government Code Section 51230, and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on December 13, 2022; and

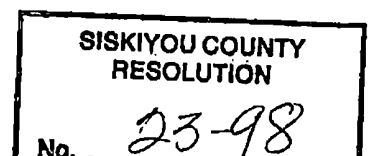
**Whereas**, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements*.

**Now, Therefore, Be It Resolved** that the Board of Supervisors finds that the above statements are true and correct.

**Be It Further Resolved** that the Board of Supervisors approves the amendment to the Agricultural Preserves under application APA-22-11.

**Be It Further Resolved** that County Counsel is hereby authorized to make amendments to the legal descriptions in order to fully implement the intent of the Board of Supervisors in amending these Agricultural Preserves.

Exhibit B-2



**Be It Further Resolved** the Chair of the Board of Supervisors is hereby authorized to sign said contract on behalf of the County of Siskiyou.

**It Is Hereby Certified** that the foregoing Resolution No. 23-9~~8~~ was duly adopted on a motion by Supervisor Ogren and seconded by Supervisor Haupt, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 16th day of May 2023, by the following vote:

- AYES: Supervisors Haupt, Kobseff, Criss, Ogren and Valenzuela
- NOES: None
- ABSENT: Supervisors Criss and Valenzuela
- ABSTAIN: None

  
\_\_\_\_\_  
Michael N. Kobseff, Vice Chair  
Board of Supervisors

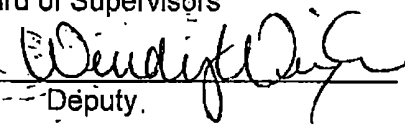
ATTEST:  
Laura Bynum, Clerk  
Board of Supervisors  
By   
Deputy.

Exhibit "A" map  
 Land Conservation Contract APA-22-11  
 (Crawford)

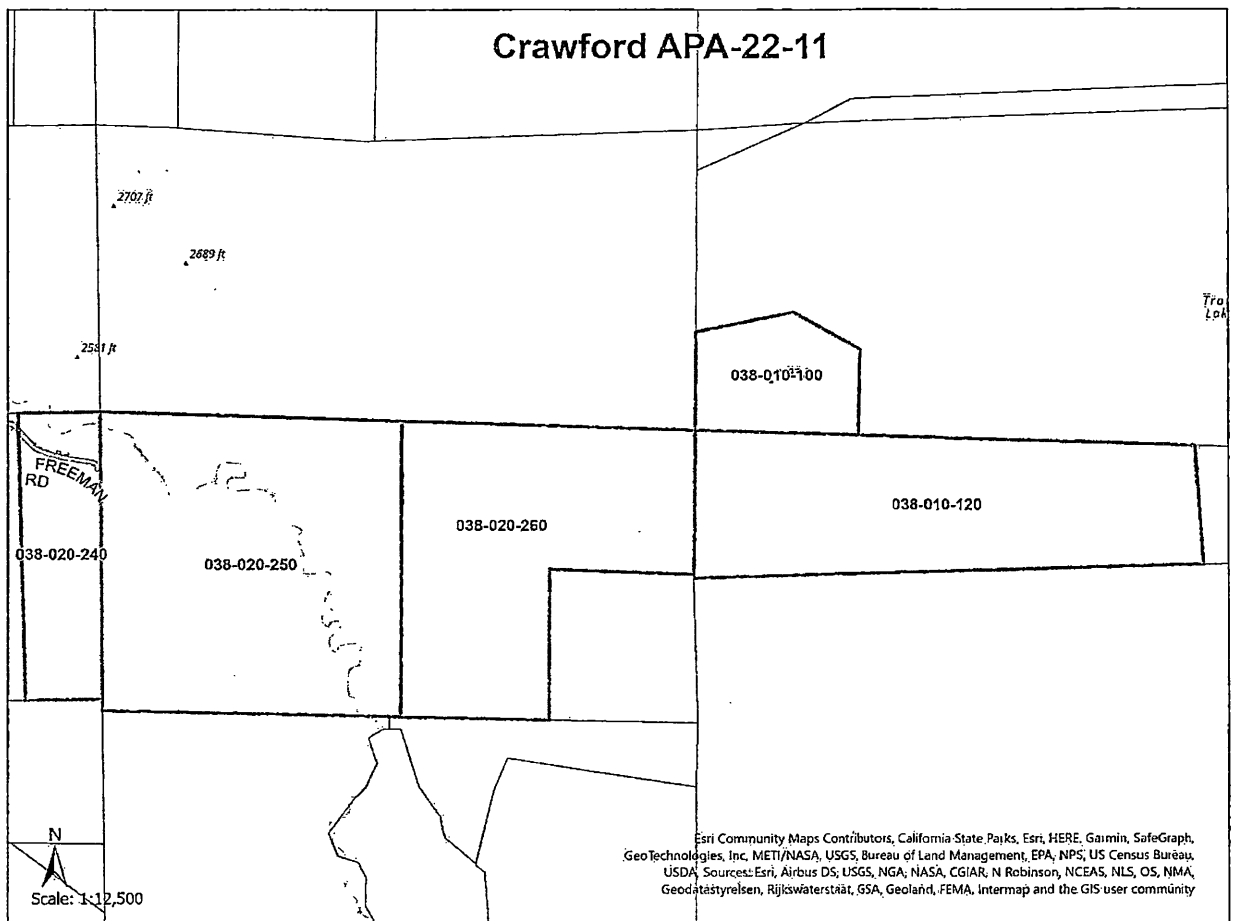


Exhibit B-2

**State of California, County of Siskiyou**  
**Board of Supervisors**  
**Minute Order, May 16, 2023**

**Public Hearings** - Community Development - Public hearing to consider Resolutions approving rescission and re-entry of existing Williamson Act Contract and an amendment to an existing Agricultural Preserve under Application APA-22-11 and finding the project exempt from CEQA for the Crawford Williamson Act contract rescission and reentry project. Resolutions 23-97 and 23-98 adopted.

This was the time set for a public hearing to consider Resolutions approving rescission and re-entry of existing Williamson Act Contract and an amendment to an existing Agricultural Preserve under Application APA-22-11 and finding the project exempt from CEQA for the Crawford Williamson Act contract rescission and reentry project.

Vice Chair Kobseff opened the public hearing.

Assistant Planner Bernadette Cizin appeared before the Board, providing an overview of the request to bring certain property under multiple property owners under one Williamson Act contract for the Crawford Williamson Act amendment project. Ms. Cizin additionally advised that, during project review, one parcel was found to be substandard (under the 40 acre minimum) and that staff recommended and would bring a request for non-renewal before the Board prior to September 2023. Ms. Cizin further recommended that the project be consider exempt under CEQA.

In response to the Vice Chair, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had not received any correspondence related to this item.

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

Discussion between members of the Board and Ms. Cizin regarding the possible recommendation for non-renewal of the substandard parcel and the associated process.

It was moved by Supervisor Ogren, seconded by Supervisor Haupt and carried, following a roll call vote with Supervisors Haupt, Ogren and Kobseff voting YES and Supervisors Criss and Valenzuela ABSENT to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15317, Open Space Easements or Contracts; adopt the attached Resolution 23-98 approving the amendment of the existing Agricultural Preserves and establish a new Agricultural Preserve, adopt the attached Resolution 23-97 approving the rescission and reentry of the applicable Williamson Act contract and direct staff to bring back before the Board a recommendation for Notice of Non-Renewal for the substandard parcel.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: Laura Bynum, County Clerk and ex-Officio Clerk of the Siskiyou County Board of Supervisors.

By: Wendy Winningham  
Deputy





**From:** [Dianne Johnson](#)  
**To:** [Bernadette Cizin](#)  
**Subject:** FW: Williamson Act Contract #78019  
**Date:** Thursday, July 27, 2023 11:01:54 AM

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**From:** SCOTT & STEPHANIE REYNOLDS <sreynolds@sisqtel.net>  
**Sent:** Thursday, July 27, 2023 10:49 AM  
**To:** Planning <planning@co.siskiyou.ca.us>  
**Subject:** Williamson Act Contract #78019

Bernadette,

I received your letter dated July 17th the day after we spoke on the phone regarding Contract #78019 (APN031-250-020).

After talking with my husband, we will not be applying to establish our own Williamson Act Contract for this property. We will be using the property for our horses and a livestock that will not be used as commercial purposes.

If you have any additional questions or require anything else from us, please let us know.

Respectfully,

Stephanie & Scott Reynolds  
[sreynolds@sisqtel.net](mailto:sreynolds@sisqtel.net)  
530-467-6108 Work direct line  
530-340-5000 Cell

pd. 340<sup>09</sup>

14688

Clerk's Copy # 338

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Nerva M. and Gladys Hayden  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) None  
(if none - write none)

SEP 19 10 11 AM '77  
SISKIYOU COUNTY CLERK  
DEPUTY

APPLICANT'S NAME (If other than above): \_\_\_\_\_  
APPLICANT'S ADDRESS: Star Route, Etna California /96027

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: Nerva M. Hayden MAILING ADDRESS: Star Route, Etna, Calif. /96027

RECORDED AT REQUEST OF  
Siskiyou County Clerk

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.  
FEB 23 1978  
Vol. 807, Page 872  
None

Present Agricultural Use Assessor's Parcel No. Acreage

See Exhibit "A" Attached Hereto

Total acreage 10,621.44

~~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: Nerva M. Hayden  
Gladys Hayden

FOR PLANNING DEPARTMENT USE ONLY:

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

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

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

FORM APPROVED

This 27<sup>th</sup> day of Feb, 1978

FRANK J. DeMARCO

County Counsel  
Frank J. DeMarco  
SISKIYOU COUNTY, CALIFORNIA  
VOL. 807 PAGE 872

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on \_\_\_\_\_, 19\_\_\_\_, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

Present Ag. use	AP#	Acres
Ranch	23-030-060	
Ranch	23-030-330	
Ranch	23-030-370	262.5
Ranch	23-030-090	
Ranch	23-030-110	
Ranch	23-030-340	
Ranch	23-030-350	160
Ranch	23-040-240	
Ranch	23-040-250	
Ranch	23-070-370	
Ranch	23-070-380	
Ranch	23-070-390	
Ranch	23-450-070	
Ranch	23-460-030	511.5
Ranch	23-210-070	604.21
Ranch	23-220-030	
Ranch	23-220-020	658
Ranch	23-260-050	268.98
Ranch	23-270-070	591.60
Ranch	23-280-070	440
Ranch	23-290-040	320
Ranch	23-290-070	640
Ranch	23-290-080	640
Ranch	23-290-030	354.36
Ranch	23-310-010	400
Ranch	23-400-050	600
Ranch	23-410-090	40
Ranch	23-410-100	600
Ranch	23-410-060	640
Ranch	31-210-020	478.67
Ranch	31-210-050	640
Ranch	31-230-020	320
Ranch	31-240-270	

EXHIBIT "A"

List Assessor's Parcel Numbers below:

Present Ag. use	AP#	Acreage
Ranch	31-240-310	
Ranch	31-240-430	
Ranch	31-240-480	
Ranch	31-240-490	
Ranch	31-240-500	
Ranch	31-240-510	
Ranch	31-240-520	
Ranch	31-240-530	
Ranch	31-240-540	
Ranch	31-240-550	95.3
Ranch	31-250-020	80
Ranch	31-250-040	80
Ranch	31-250-200	618.8
Ranch	31-250-330	40
Ranch	31-250-340	519.5
Ranch	31-560-030	18.02
Total number of parcels		49
Filing Fee		\$100.00
Plus \$5.00 for each parcel over one		
48 x \$5.00		\$240.00
Fee should be		\$340.00
Dry pasture acreage		8200
Irrigated acreage (Pasture)		1121.44
Dry farming acreage		1300
Total acreage		10621.44

Notice to the Owner shall be addressed as follows:

~~Nerva M. Hayden~~  
Star Route,  
Etna, Calif. 96027

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

x *Nerva M. Hayden*  
x *Gladys Hayden*  
\_\_\_\_\_  
OWNER

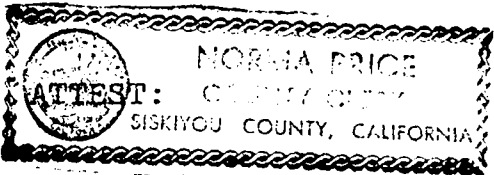
STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF SISKIYOU )

On this 14th day of September, 1977, before me, Ruth Burton, a Notary Public, in and for said Siskiyou County, personally appeared Nerva M. Hayden and Gladys Hayden known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



*Ruth Burton*  
Notary Public

My Commission expires: May 31, 1981



COUNTY OF SISKIYOU, Board of Supervisors

*Norma Price*  
Clerk

*G. Wacker*  
Chairman

STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF SISKIYOU )

On this 22 day of FEBRUARY, 1978, before me, MICHAEL E. FREITAS a Notary Public, in and for said SISKIYOU County, personally appeared GEORGE WACKER known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



*Michael E. Freitas*  
Notary Public

My Commission Expires: 12-2-78

T 40 N R 8 W  
S 1/2 of Sec. 16

Tax Area Code  
64-14

31-56

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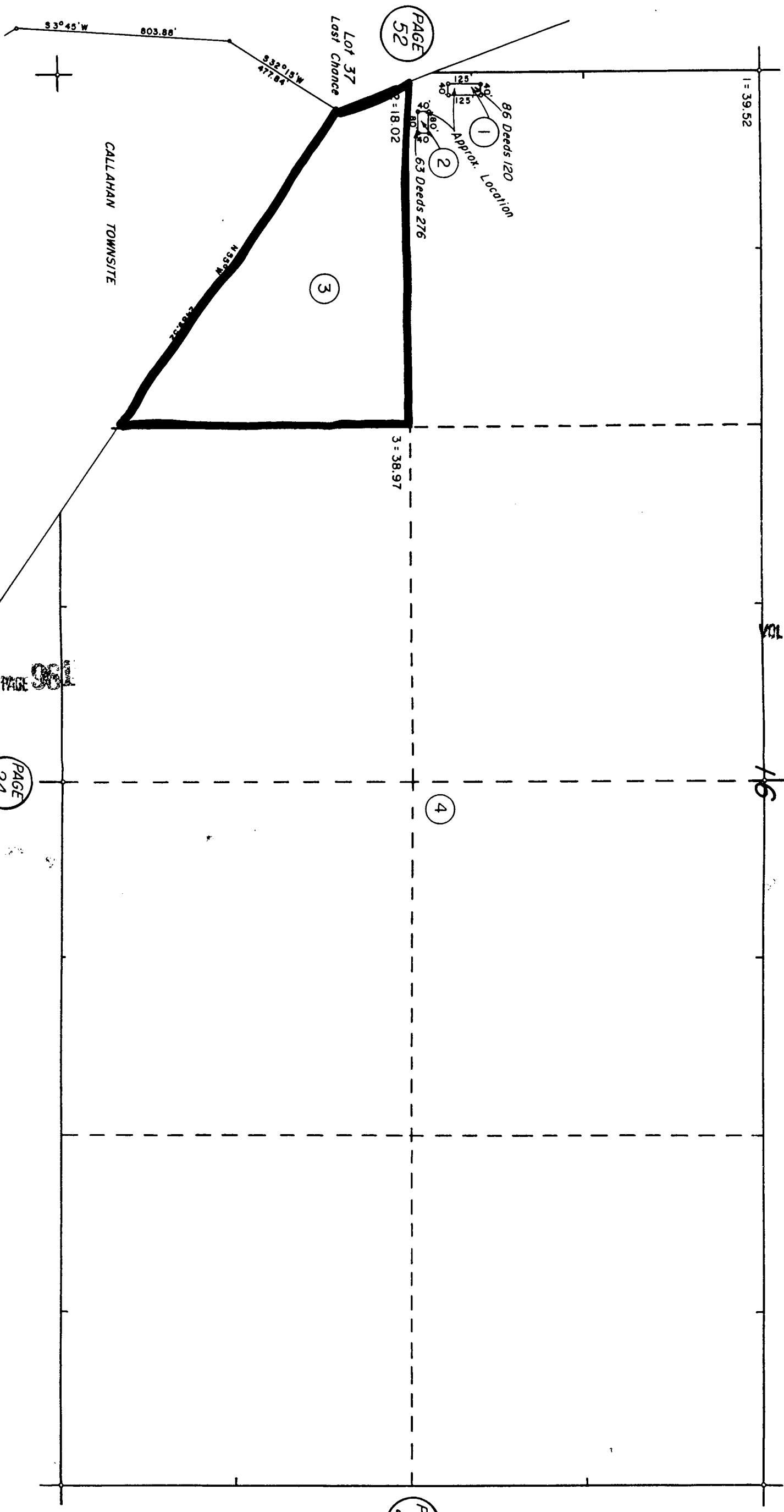
Exhibit C-2

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Assessor's Map  
County of Siskiyou, California

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CALLAHAN TOWNSITE

3

4

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Lot 37  
Last Chance

63 Deeds 276

86 Deeds 120

1

2

125'

40'

40'

80'

18.02'

3 = 38.97'

1 = 39.52'



T 40 N R 8 W

Tax Area Code

64-14  
64-17

31-2

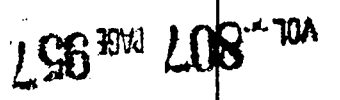
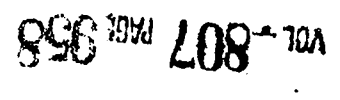
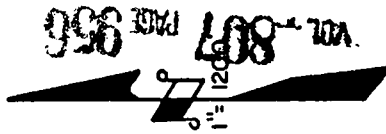
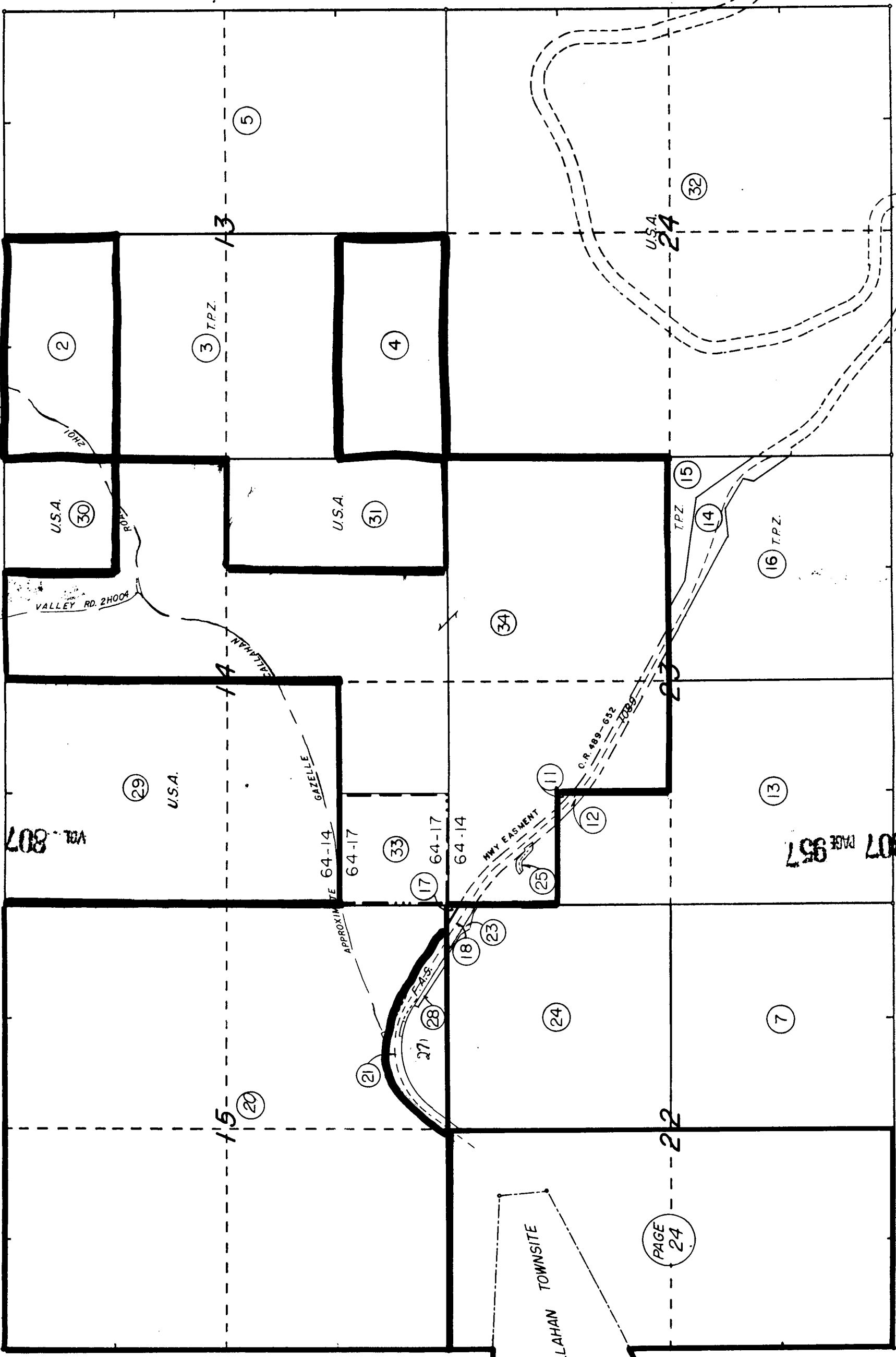
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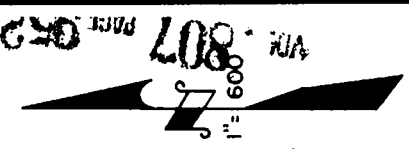
PAGE 24



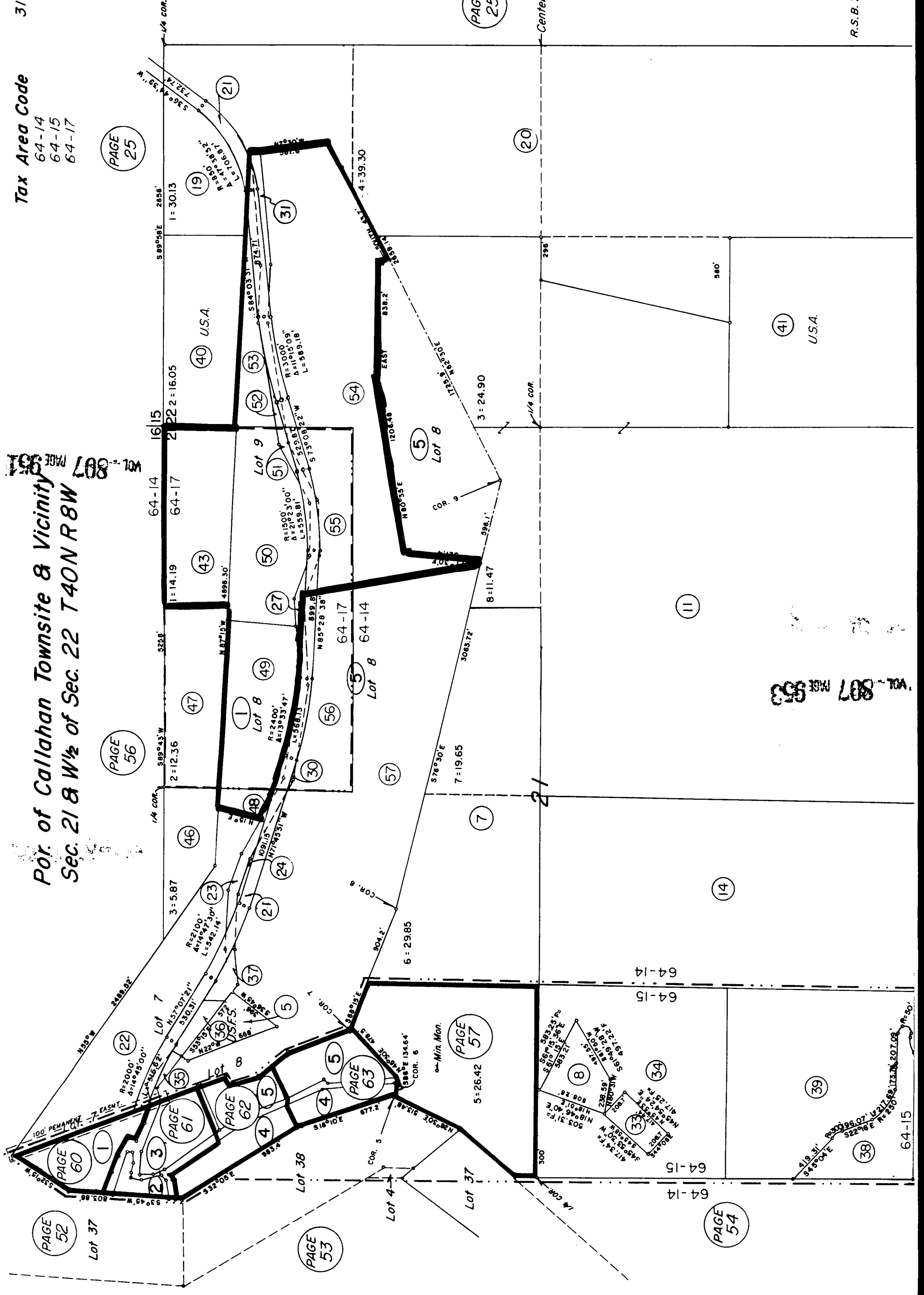
Assessor's Map  
County of Siskiyou, California

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Tax Area Code  
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Por. of Callahan Townsite & Vicinity  
Sec. 21 & W 1/2 of Sec. 22 T40N R8W



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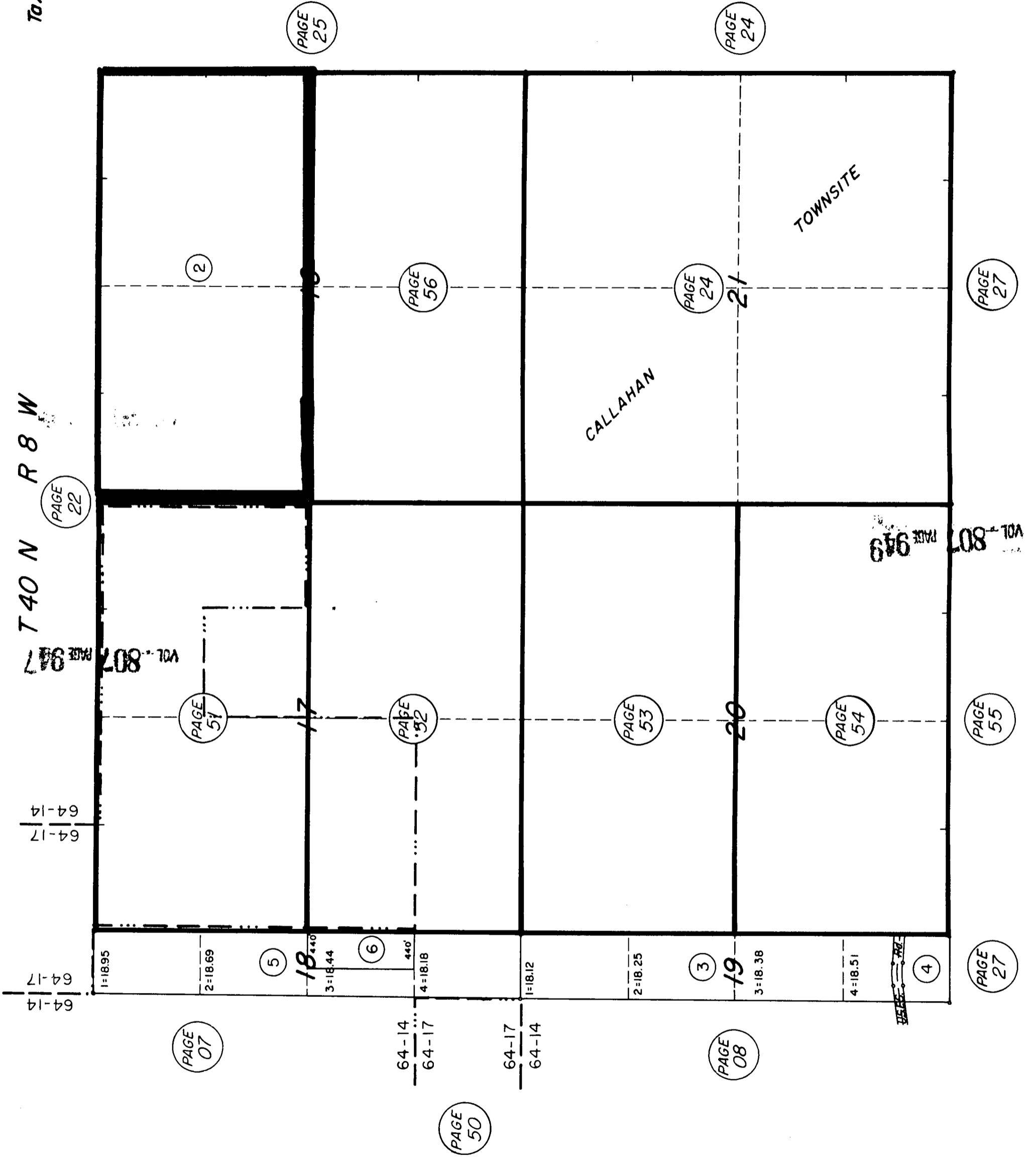
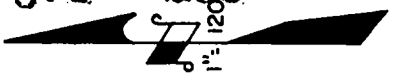
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Tax Area Code  
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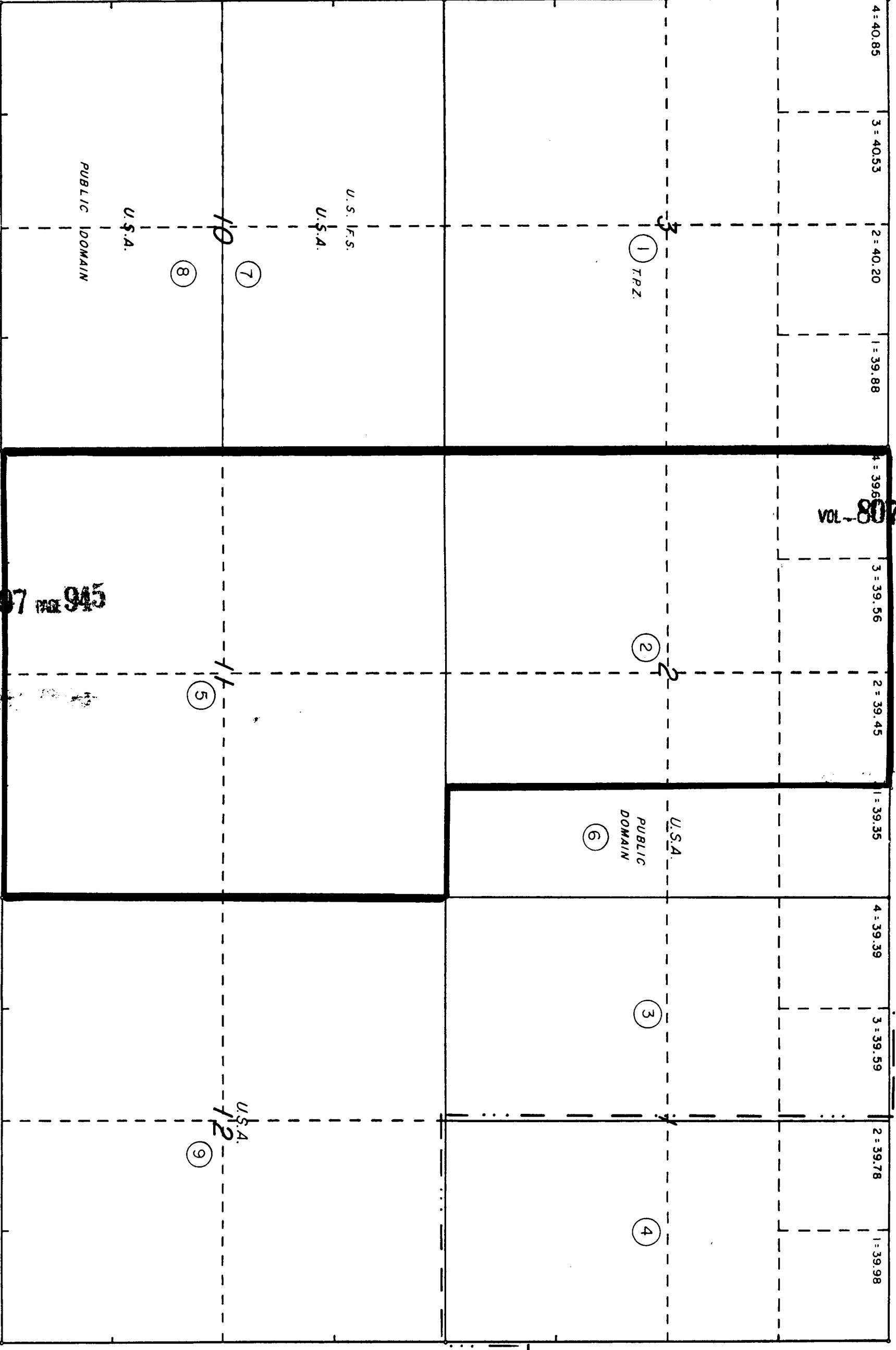
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Assessor's Map  
County of Siskiyou, California

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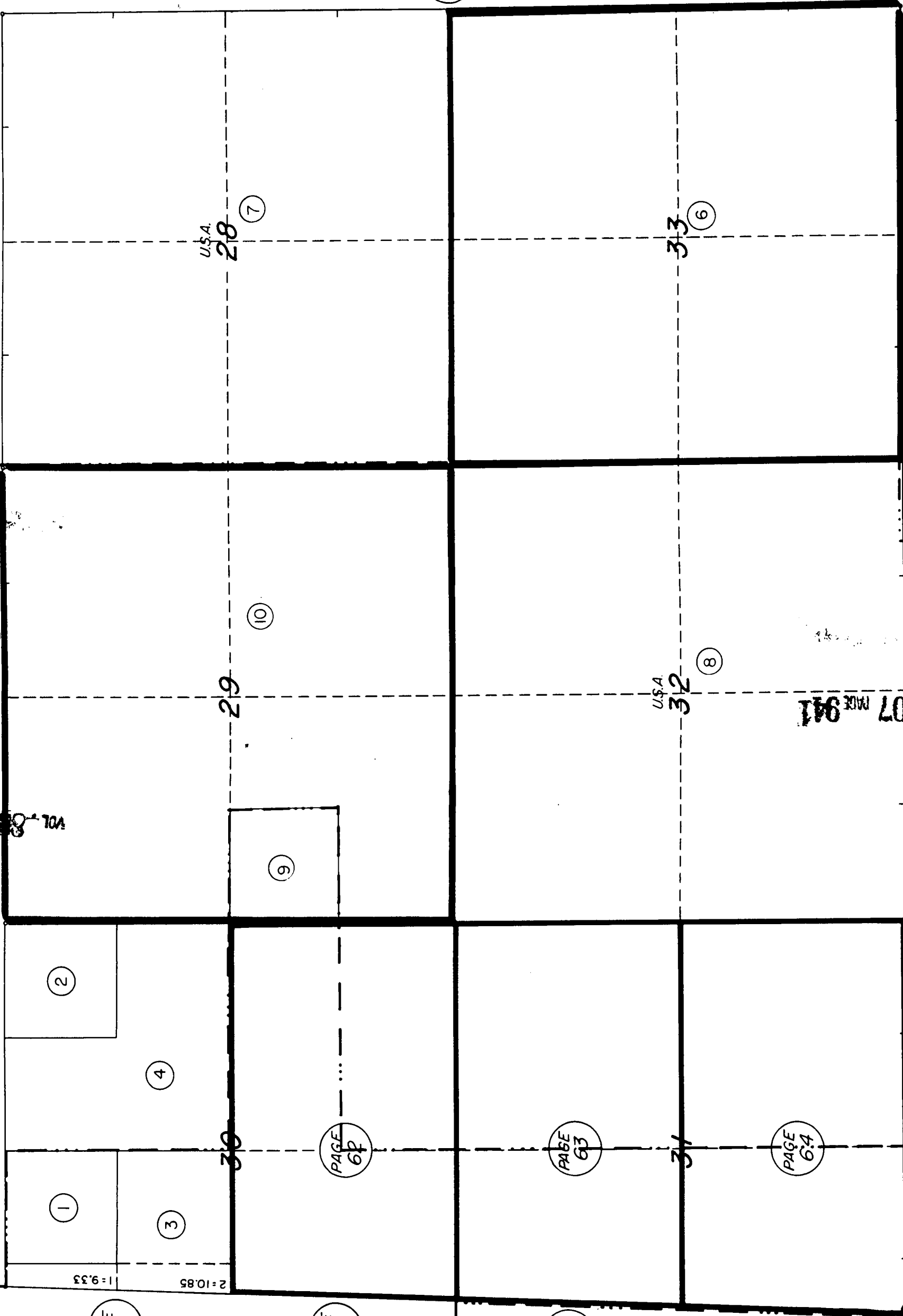
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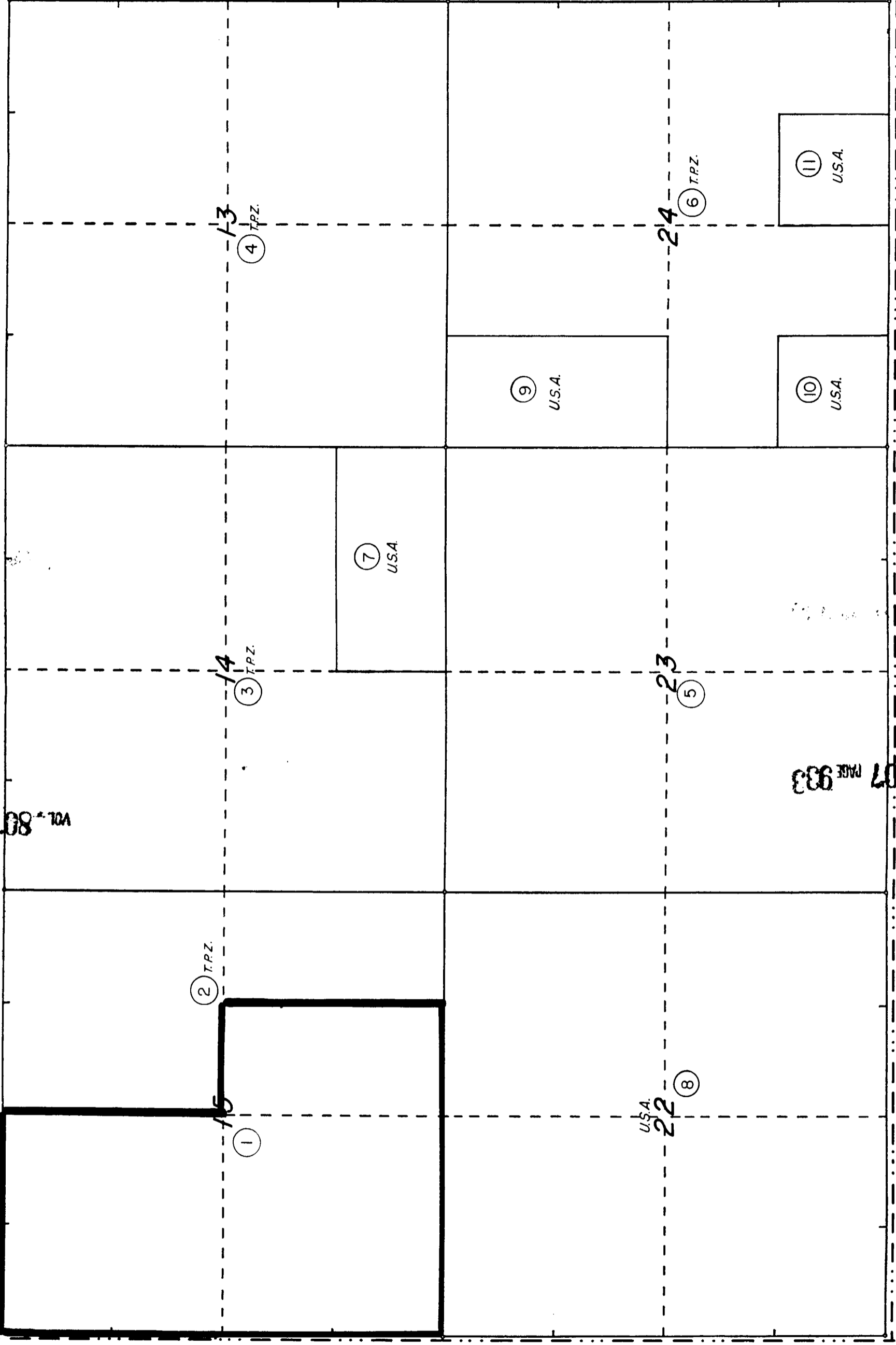
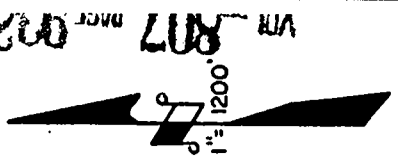
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Tax Area Code  
69-04

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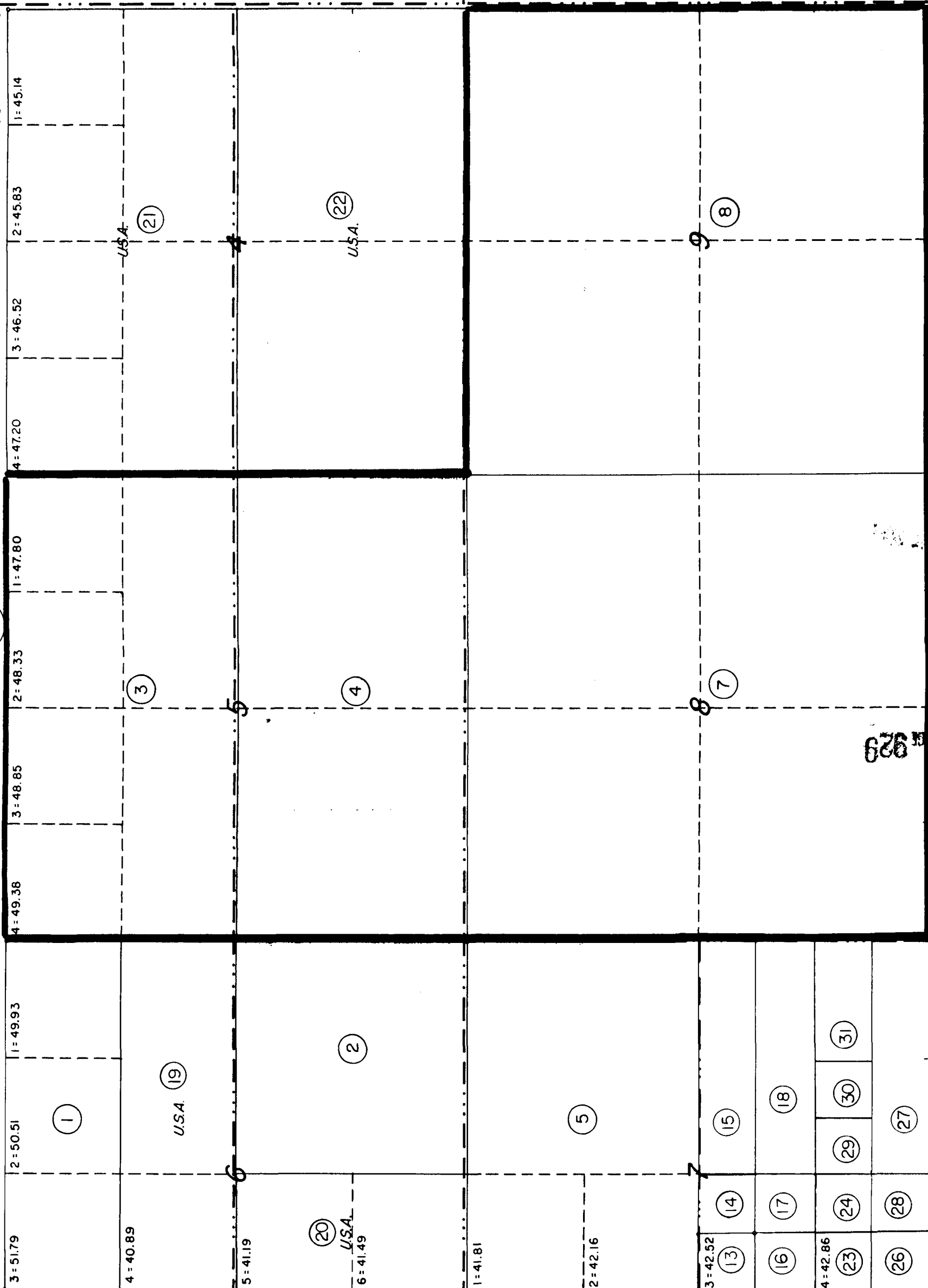
Assessor's Map  
County of Siskiyou, California

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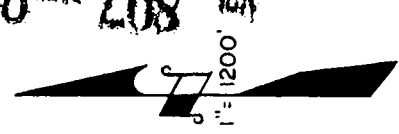


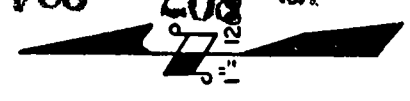
Exhibit C-2

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69-05

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1:12



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Assessor's Map  
County of Siskiyou, California

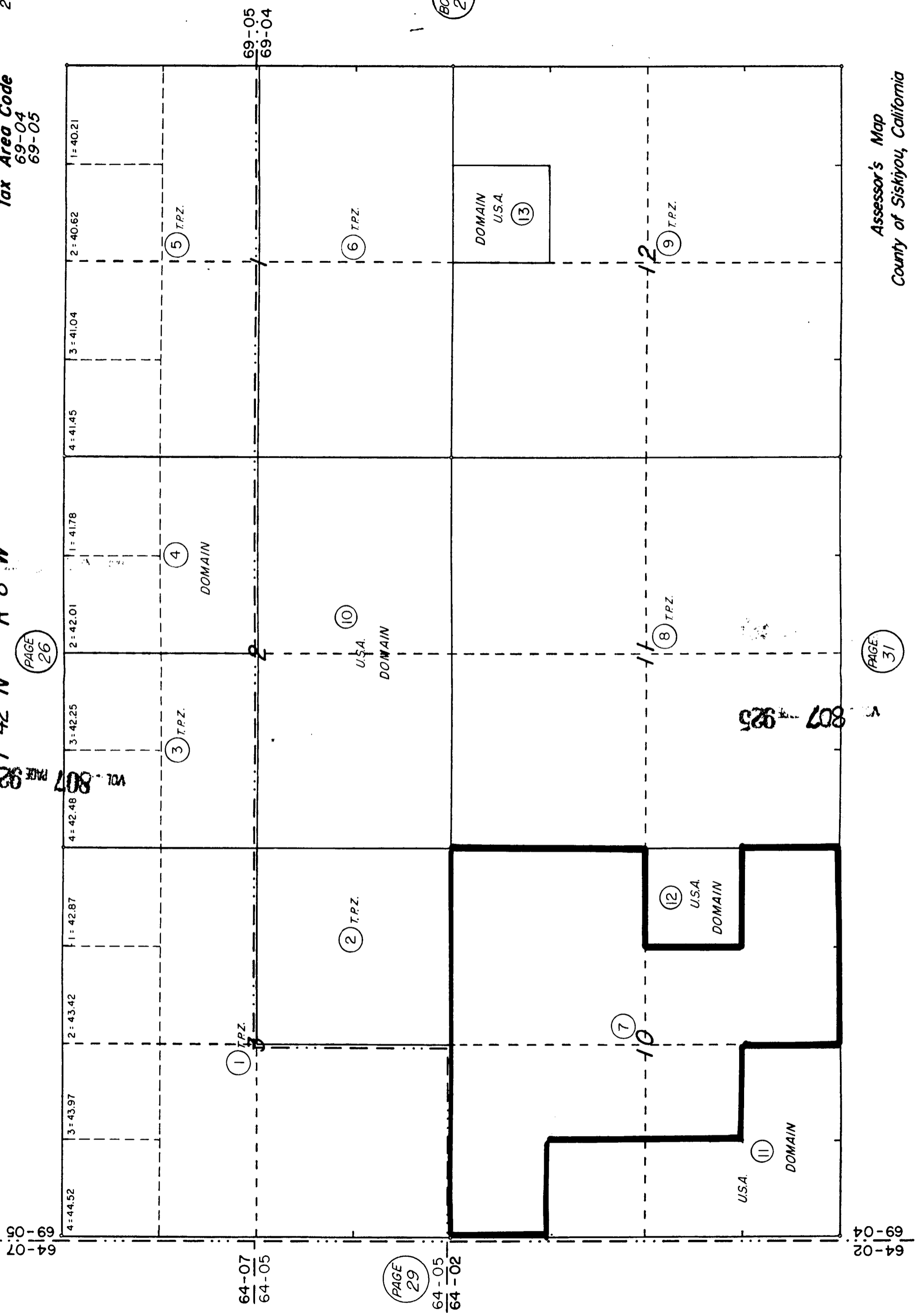


Exhibit C-2

T 43 N R 8 W

Tax Area Code  
64-07 64-13

69-02  
69-03

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64-07

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69-02  
69-03

(8)  
U.S.A.

(4)

28

(9)  
U.S.A.

29

(3)

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BOOK 24

(12)  
64-07  
64-13  
64-13  
64-07

64-07  
64-13  
64-07

(11)

(5)

(13)

(7)

31

32

33

1 = 42.71

2 = 42.94

3 = 43.16  
64-07  
64-13

4 = 43.39

1 = 43.60

2 = 43.80

3 = 44.00

4 = 27.25

5 = 24.86

6 = 25.02

4 = 25.29

3 = 25.68

2 = 26.06

1 = 26.45

4 = 26.95

3 = 27.57

2 = 28.21

1 = 28.87

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1" = 1200'

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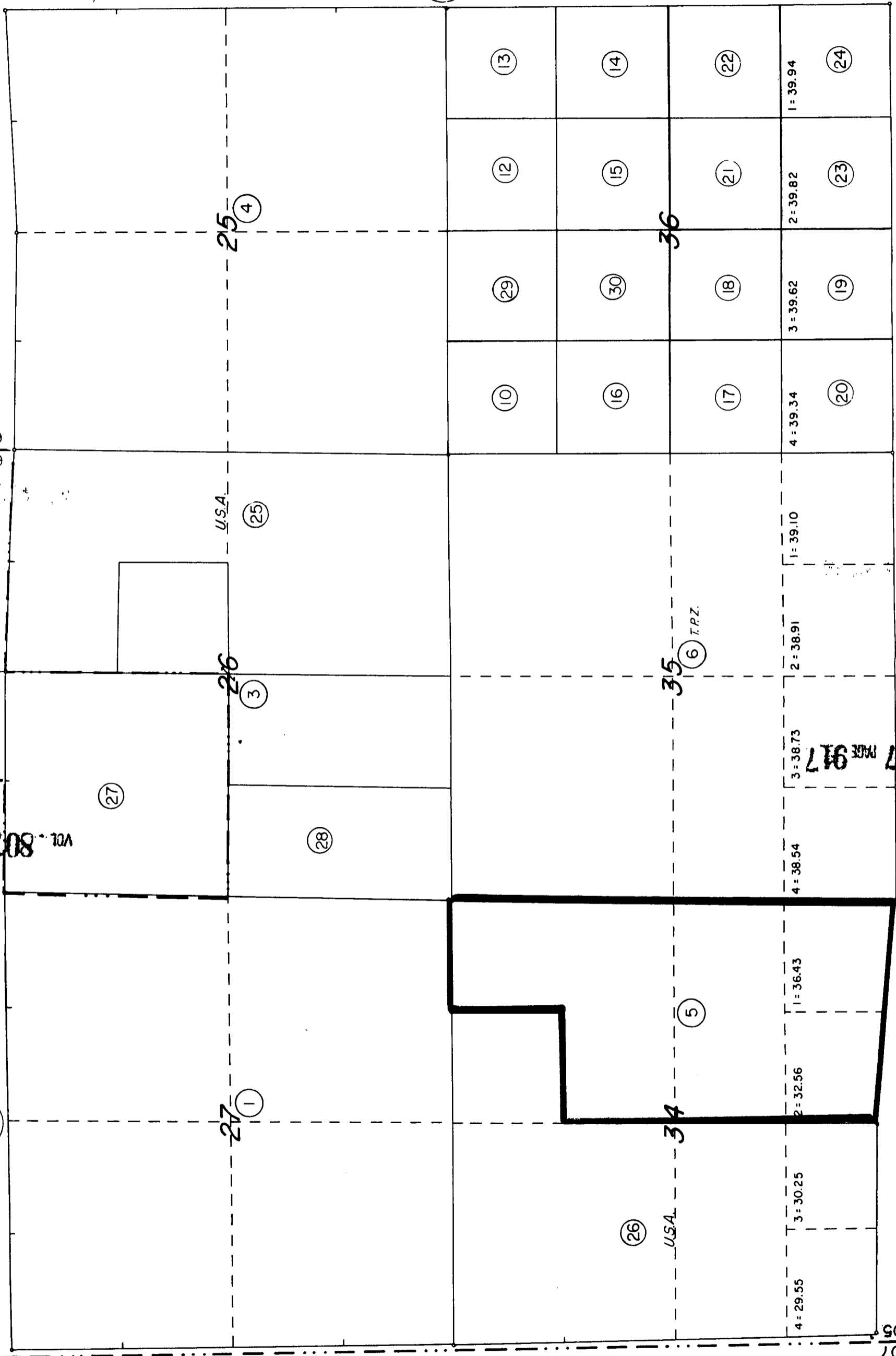
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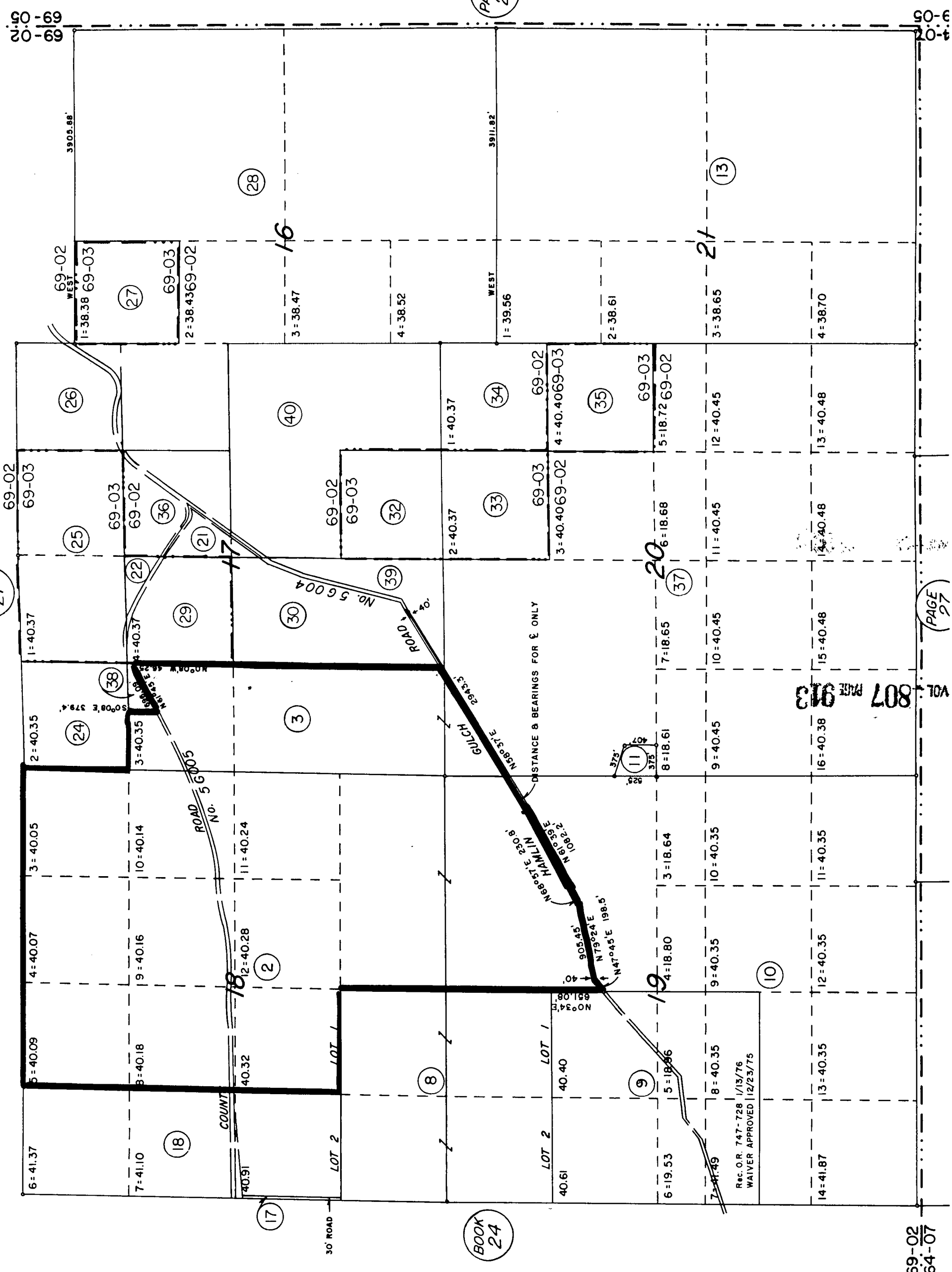
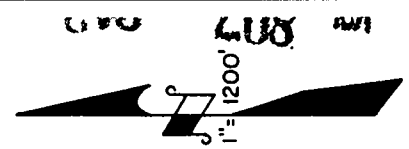


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Exhibit C-2

T 43 N R 8 W

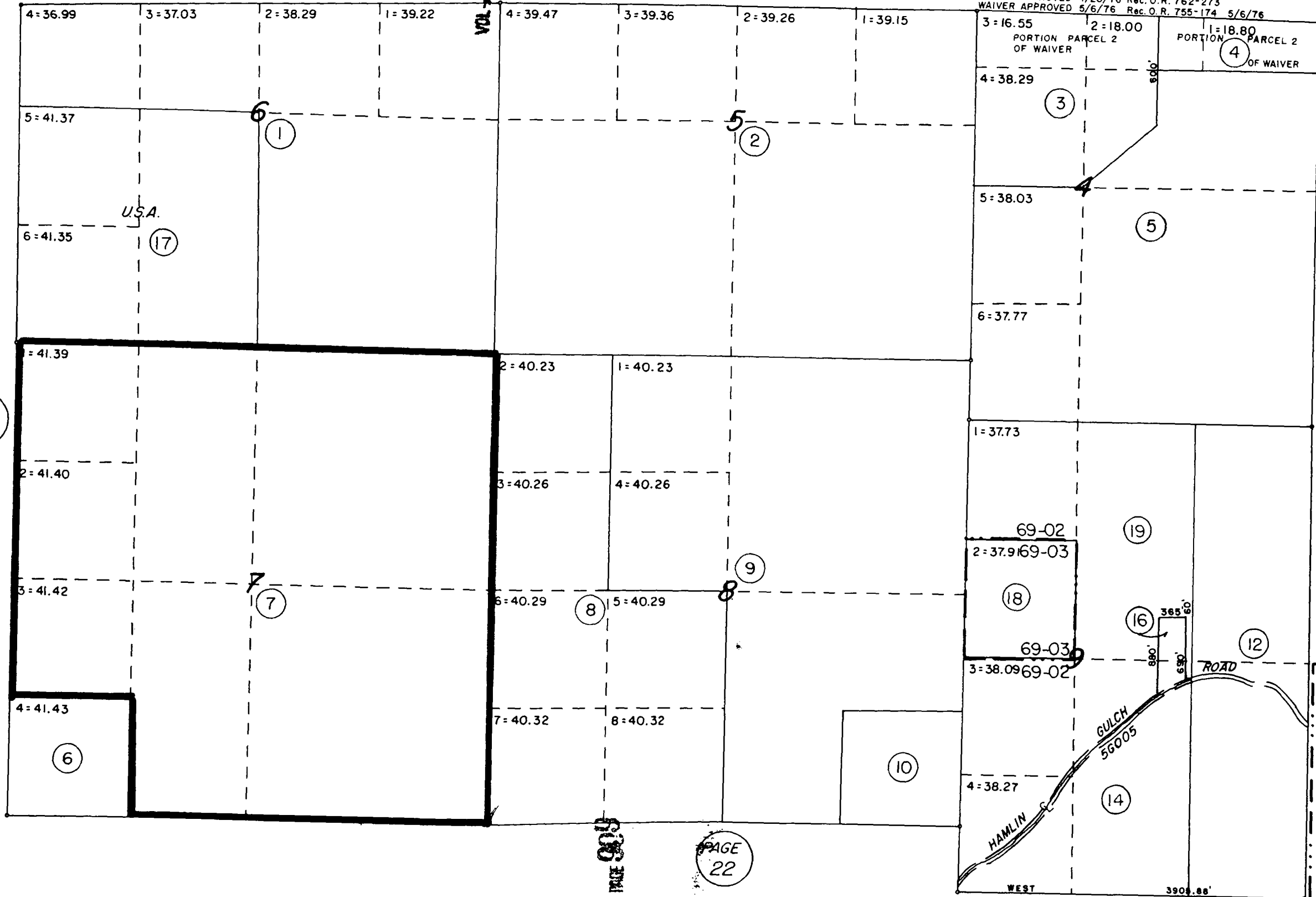
Tax Area Code  
69-02  
69-03

23-21

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WAIVER APPROVED 7/28/76 Rec. O.R. 762-273  
WAIVER APPROVED 5/6/76 Rec. O.R. 755-174 5/6/76



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1/2 Sec. 16 T 42 N R 9 W

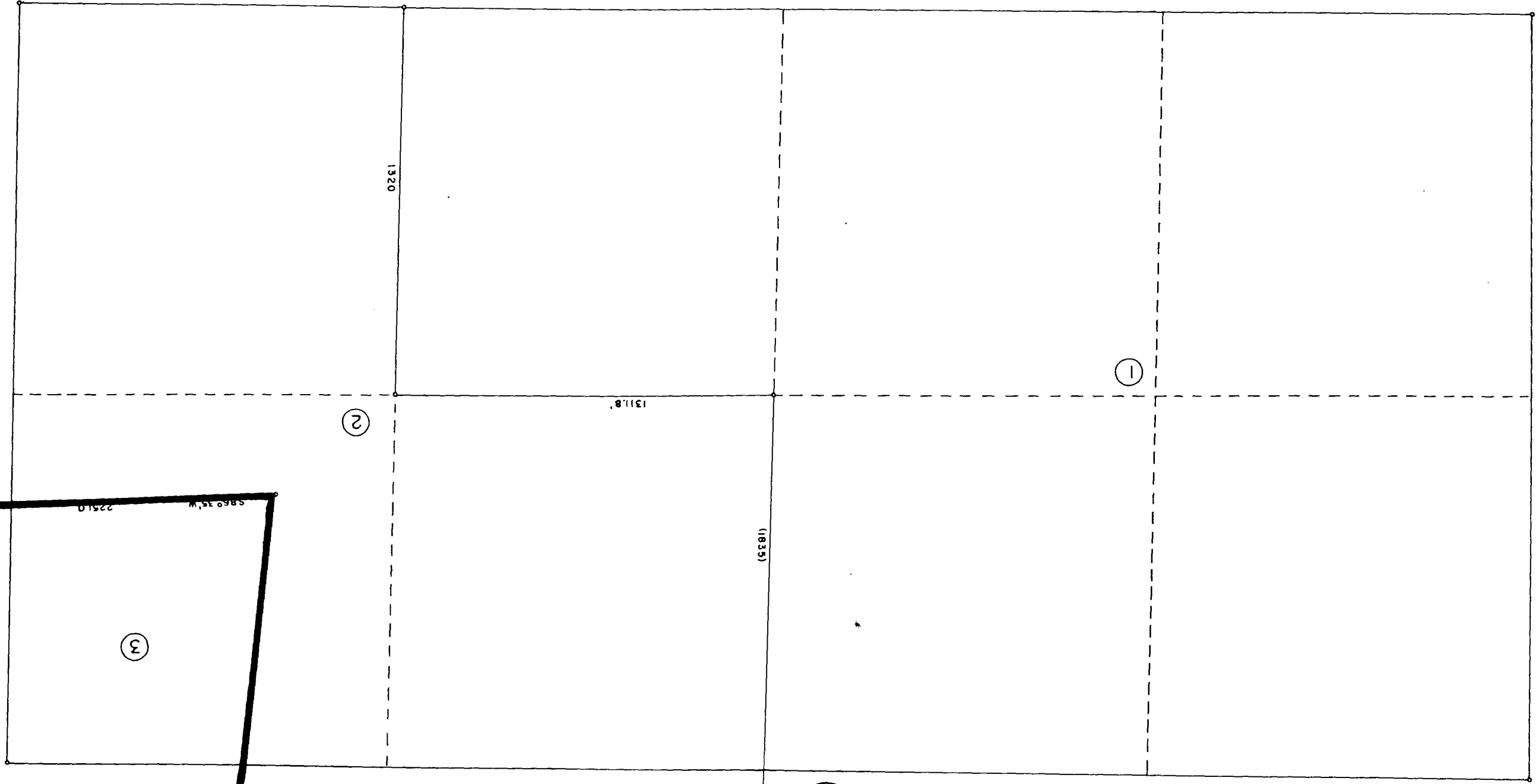
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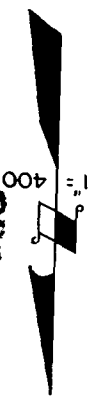
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Tax Area Code 64-02

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Tax Area Code  
64-02  
64-09

23-07

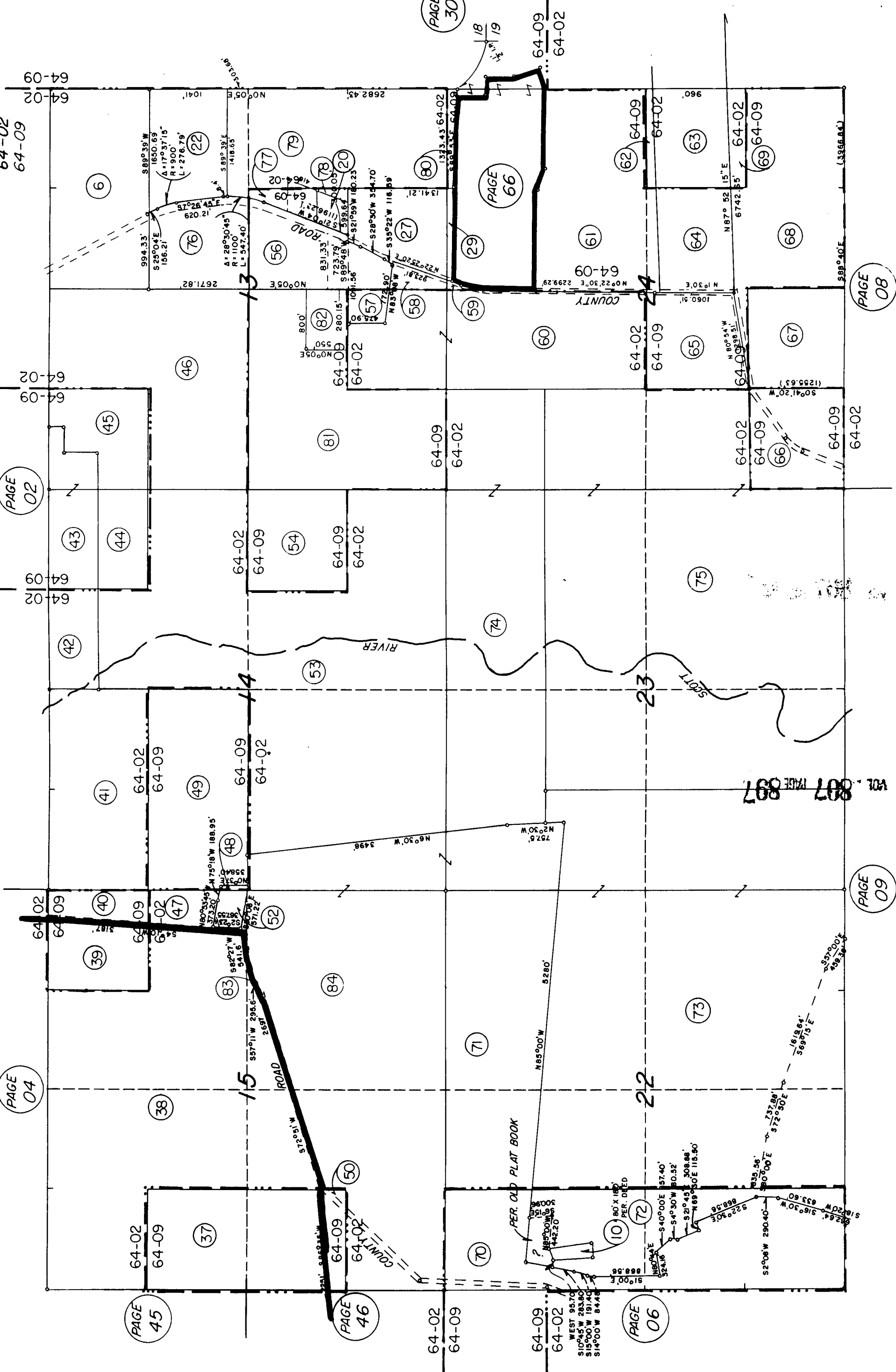
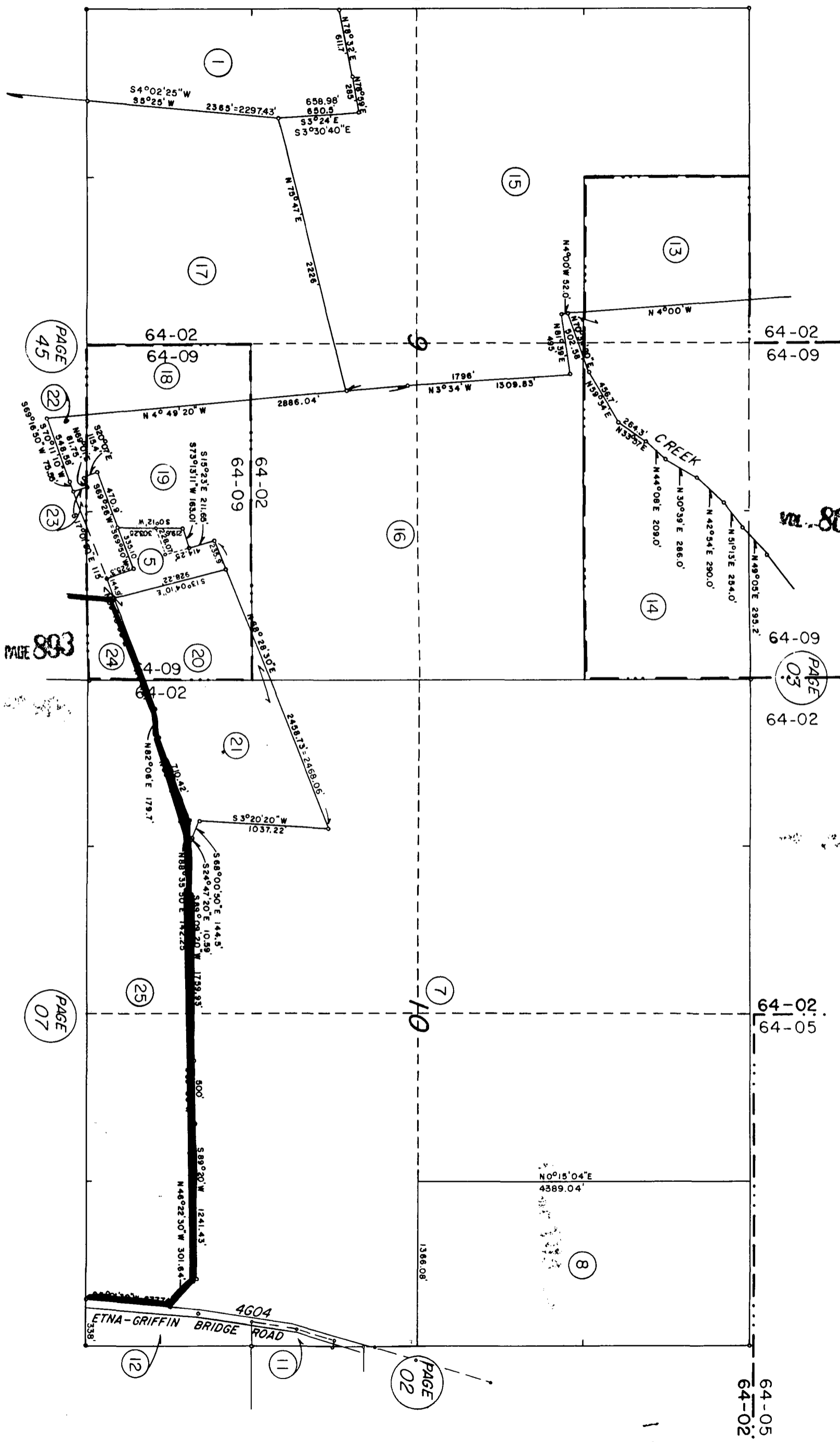


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Tax Area Code  
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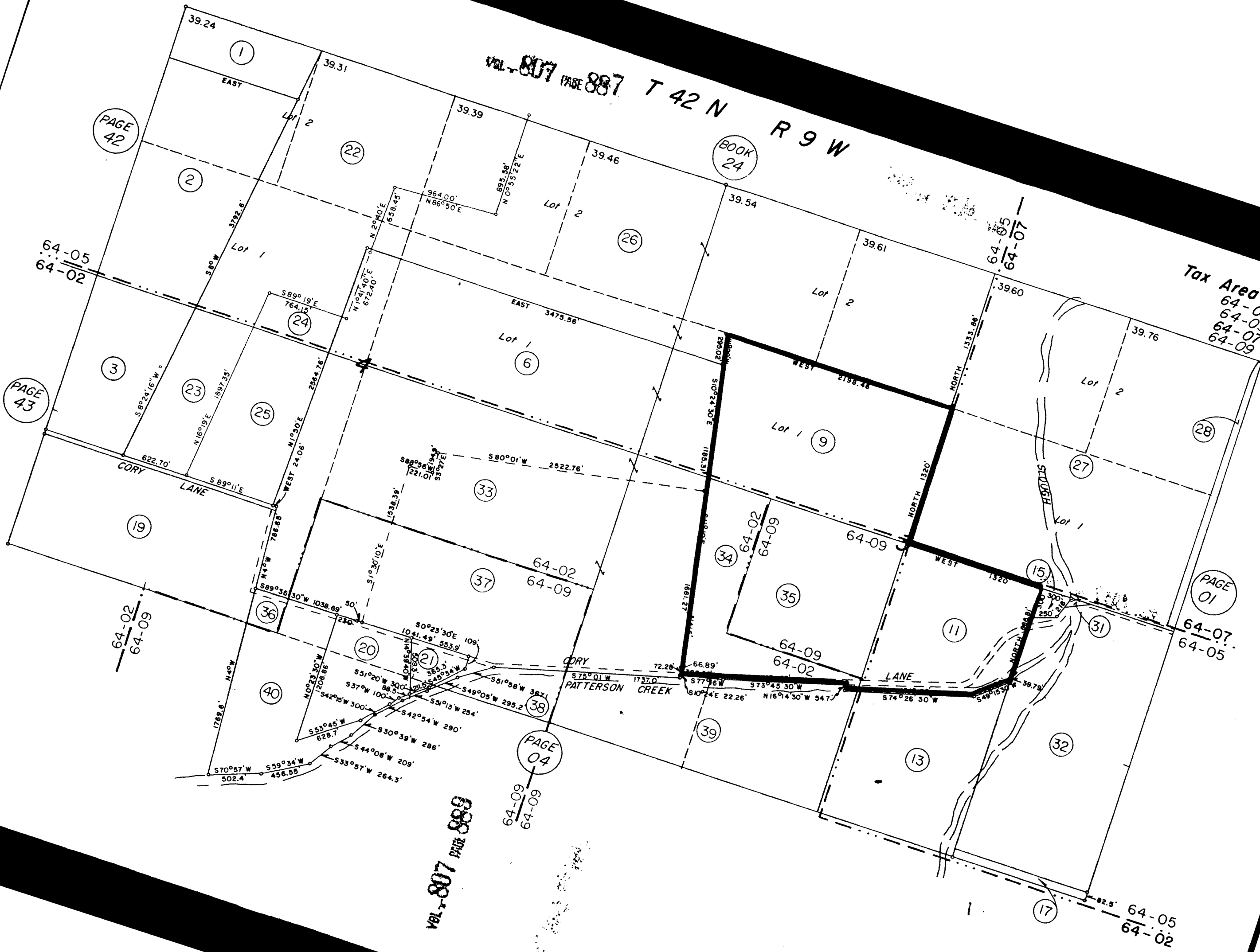
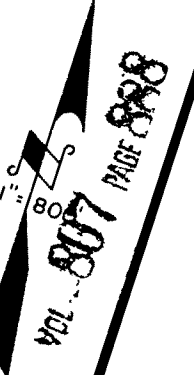
64-02  
64-05

Exhibit C-2

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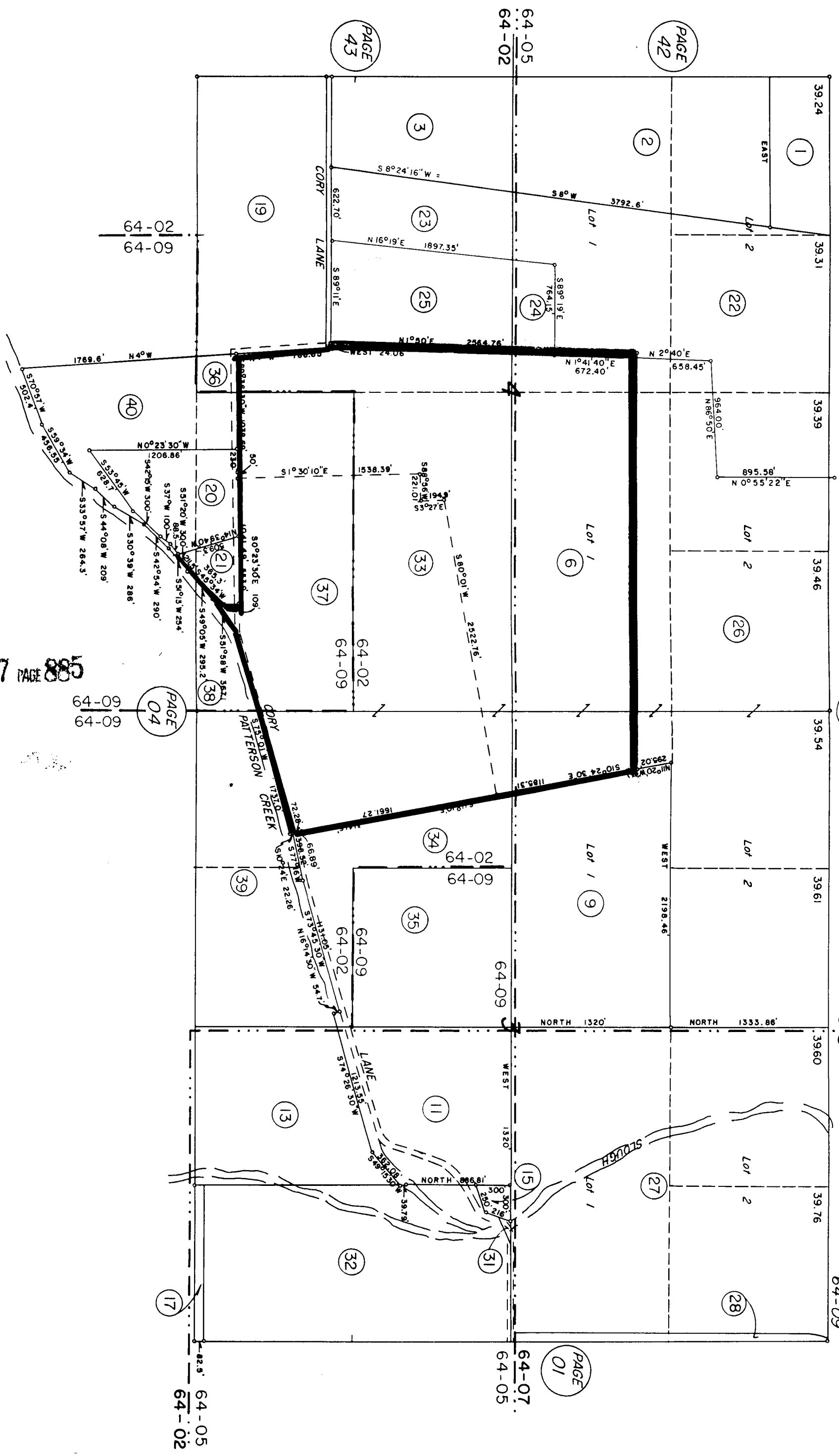
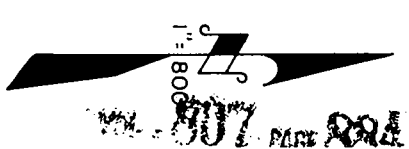
PAGE 04  
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AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Nerva M. and Gladys Hayden ADDRESS Star Route, Etna, Calif. 96027

PARCEL NUMBERS See Exhibit "A"

HOW LONG HAVE YOU OWNED THIS LAND? 20 plus years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 8200 Carrying capacity 400

Irrigated pasture acreage 1121.44 Carrying capacity 200

Dry farming acreage 1300 Crops grown Alfalfa Production per acre 2 ton

Field crop acreage -0- Crops grown -0- Production per acre -0-

Row crop acreage -0- Crops grown -0- Production per acre -0-

Grazing AUM -0- Term -0- Fees paid -0-

Other acreage -0- Type -0- Production per acre -0-

OTHER INCOME:

Hunting rights \$ -0- per year -0- acres -0- Fishing Rights \$ -0- per year -0-

Other recreational rights \$ -0- per year type Mineral rights \$ -0-

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres

Rental fee per acre  Use of land

Terms of lease  Lease termination date

Share cropped with others: Crop  % to owner  Acres

LAND LEASED TO OTHERS:

Name and address of lessee None

No. of acres  Rental fee per acre  Use of land

Terms of lease  Lease termination date

Share cropped to others: Crop  % to owner  Acres

List expenses paid by land owner

REMARKS ON INCOME, ETC.:

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

Signed Nerva M. Hayden & Gladys Hayden Date Sept. 14/77

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

Adopted 11-23-72

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

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

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

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

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

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

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

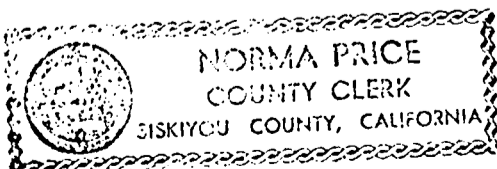
ABSENT: None.

  
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

BY   
Deputy



RESOLUTIONS	
NO.	<u>40</u>
BOOK	<u>8</u>

EXHIBIT "A"

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

COOK, Cyril H. & June M.  
Rt. 1 Box 610  
Montague, California 96064

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

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

24-110-490

FIOCK, Everette C.  
Box 395  
Yreka, California 96097

13-100-030  
13-110-200  
13-110-210  
13-120-120

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

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

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

22-400-010

FRANKLIN, Jesse & Bertha  
Box 44  
Grenada, California 96038

12-130-010

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

3-410-460  
3-410-690  
3-410-700  
3-410-490  
3-440-290  
3-440-300  
3-440-339  
3-440-340  
3-440-180  
3-420-200

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

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

HAYDEN, Frank J.  
Star Route  
Etna, California 96027

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

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

23-030-060  
23-030-330  
23-030-370  
23-030-090  
23-030-110  
23-030-340  
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23-410-090  
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31-250-020  
31-250-040  
31-250-200  
31-250-330  
31-250-340  
31-560-030

Exhibit C-2

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

12-080-070 12-290-020  
12-080-090 12-300-010  
12-090-020 12-330-030  
12-090-050 12-330-040  
12-090-090 12-340-020  
12-090-110 12-350-010  
12-100-020 12-350-020  
12-100-050 12-360-030  
12-110-010 12-390-030  
12-110-020 14-330-060  
12-290-010 22-390-040  
12-100-070 12-380-040  
13-330-110  
13-360-010

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

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

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

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

12-510-030

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

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

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

2-080-150

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

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

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

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

OXLEY, Bruce & Carol  
Star Route  
Etna, California 96027

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

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

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

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

5-120-190  
5-130-090

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

12-160-030  
12-030-040

SELLSTROM, Thora c/o Thora Leoni P.O. Box 738 Yreka, California 96097	13-470-200
SELLSTROM, Maurine Rt. 1 Box 458 Montague, California 96064	13-420-070
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-281
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-211
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-181
STEWART, Malcolm D. & Susan P.O. Box 90 Grenada, California 96038	12-180-030 12-190-100 12-170-060
STORY, Eva Box 442 Antioch, California 94509	28-310-040
Notices also to:	
Ed McCoach 2914 Shasta View Drive Redding, Ca. 96001	
SWENSON, Vernon L. & Leora Rt. 1 Box 197 Mt. Shasta, California 96067	29-120-270 29-120-280 29-120-290
WALKER, Robert Z. & Carolyn H. MAVIS, Geoffrey O. & Laurie Y. 1888 Century Park East, Suite 800 Los Angeles, California 90067	5-090-560 5-080-120 4-100-060
WHITSETT, Frank & Mildred E. 1200 Maple Street Yreka, California 96097	22-240-010 22-440-010 22-450-020 22-460-010 22-480-060 22-480-210
YORK, Dorman R. & Marita E. Rt. 1 Box 606 Montague, California 96064	5-130-120 5-130-060 5-120-150 5-160-020 5-370-100 5-380-150 5-160-391 5-160-401
YOUNG, Gladys T. Rural Route 1 Box 562 Etna, California 96027	23-030-260 23-030-240 23-030-250
JACKSON, John S. & Patricia J. Rt. 1, Box 640 Montague, CA 96064	13-330-010

# 140

RECORDED AT REQUEST OF  
Siskiyou County Clerk  
5 MIN PAST 8 A.M.  
OFFICE RECORDS SISKIYOU COUNTY, CALIF.

This 16 day of Feb, 1972

MICHAEL T. HENNESSY  
County Counsel  
*Frank J. DeMauro*  
DEPUTY COUNTY COUNSEL  
SISKIYOU COUNTY, CALIFORNIA

FILED

OK

10237

DEC 16 3 00 PM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

BY *Jeanne Landrick*  
DEPUTY

Vol. 653 Pg. 143  
RECORDED FEB 7  
No Chg.

OWNER/OWNERS NAME AS RECORDED: Carroll Robison  
(include trust deed or other  
encumbrance holders Use  
separate sheet if necessary ) \_\_\_\_\_

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

APPLICANT'S ADDRESS: Box 52 - Mt. Hebron, 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
	10-14-7	482 AC
	10-15-1	562 AC
	10-04-3	160
	10-04-7	320
	10-04-8	80
	10-04-3	160
10-14-1 Encloding E 1/2 of NW 1/4 and NE 1/4 of SE 1/4 Sec 17 45' N R2E		358 AC

Total acreage 2122 AC

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: Carroll Robison

FOR PLANNING DEPARTMENT USE ONLY:

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

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

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

PREAMBLE TO LAND CONSERVATION CONTRACT

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

WHEREAS, said property is located in agricultural preserve established by COUNTY by resolution; and,

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

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



LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on 2-9, 1972, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

CARROLL ROBISON  
MT HERBON CALIF  
Box 52

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Carroll Robison  
OWNER

ATTEST:

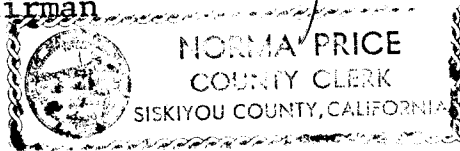
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

ss.



On this 23rd day of February, 1972, before  
me, Robin Watson a Notary Public, in and  
for said Siskiyou County, personally appeared  
Ernest A. Hayden known to me to be the  
Chairman of the Board of Supervisors of Siskiyou County  
whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.

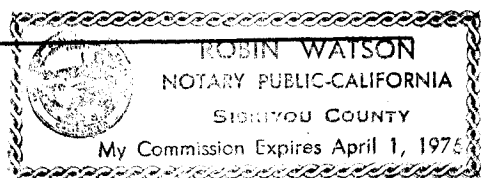
Robin Watson  
Notary Public

My Commission Expires: \_\_\_\_\_

0000

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou )

ss.



On this 16th day of December, 1971,  
before me, HELEN WALTER, a Notary  
Public, in and for said Siskiyou County, personally  
appeared Carroll Robison  
known to me to be the person whose  
name subscribed to the within instrument, and  
acknowledged to me that he executed the same.

Helen Walter  
Notary Public

My Commission expires: \_\_\_\_\_

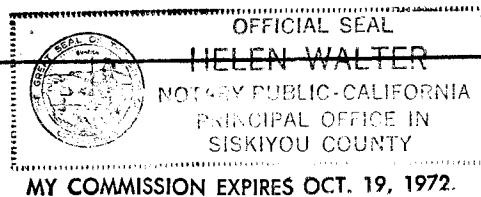


EXHIBIT "A"

List Assessor's Parcel Numbers below

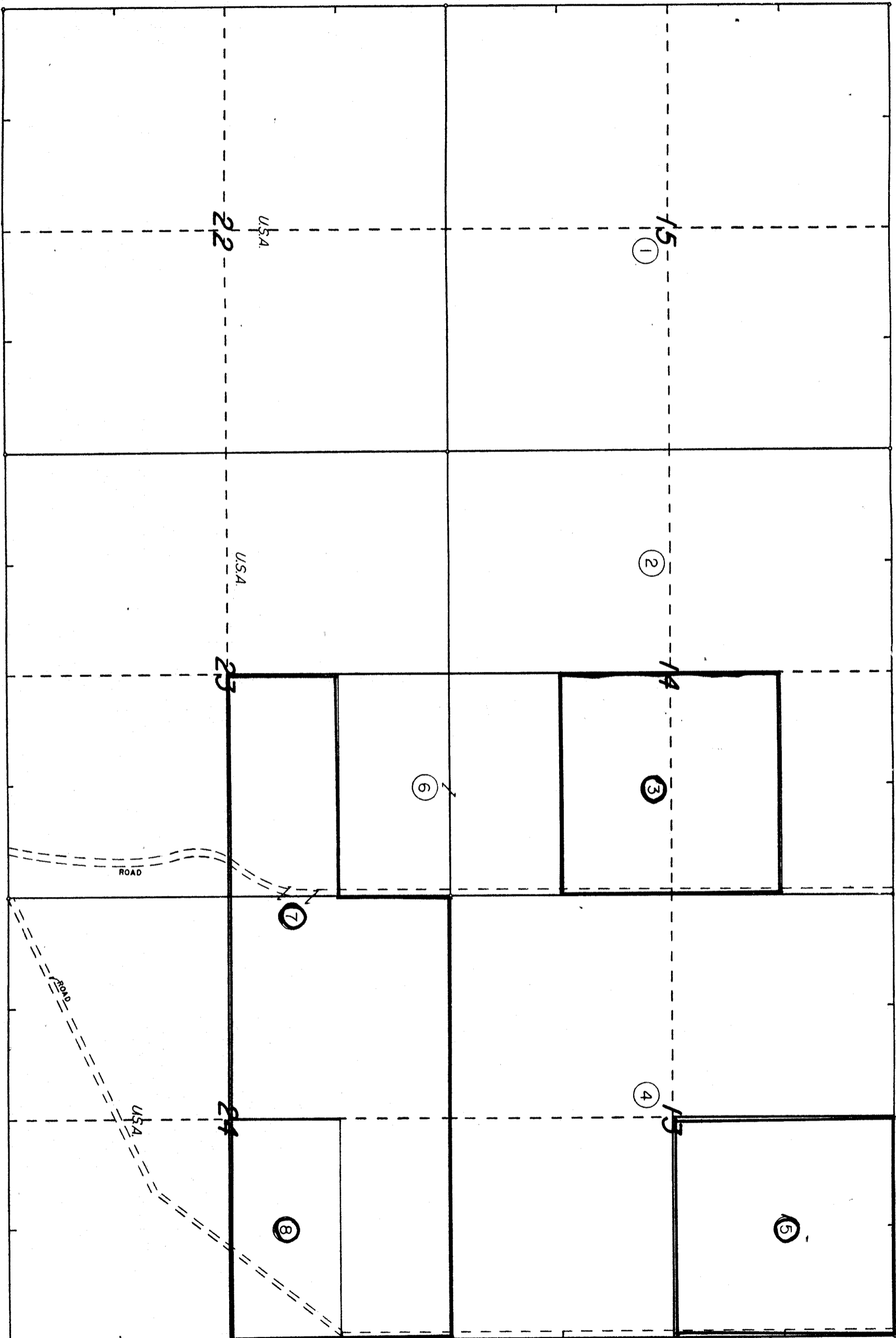
10-14-7	CATTLE-HAY-GRAIN	482 AC
10-15-7		562 AC
10-04-3		160
10-04-7		320
10-04-8		80
10-04-5		160

10-14-1 Excluding E $\frac{1}{2}$  of NW $\frac{1}{4}$  & NE $\frac{1}{4}$  of SE $\frac{1}{4}$   
SFB T45N182E 358 AC

Total 2122



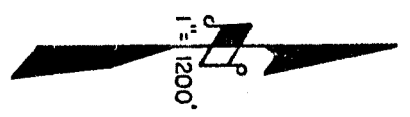
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance, REVENUE AND TAXATION CODE, SECTION 327.



T 45 N R 1 E

Tax Area Code 90-02

10-04



15

Exhibit D-1

03

01

15

2

3

4

5

6

7

8

22

23

24

USA

USA

ROAD

ROAD

USA

VOL 653 PAGE 153

05

Assessor's Map VOL 653 PAGE 154  
County of Siskiyou, California

T 45 N R 2 E

Tax Area Code  
90-02

10 - 14

58-00

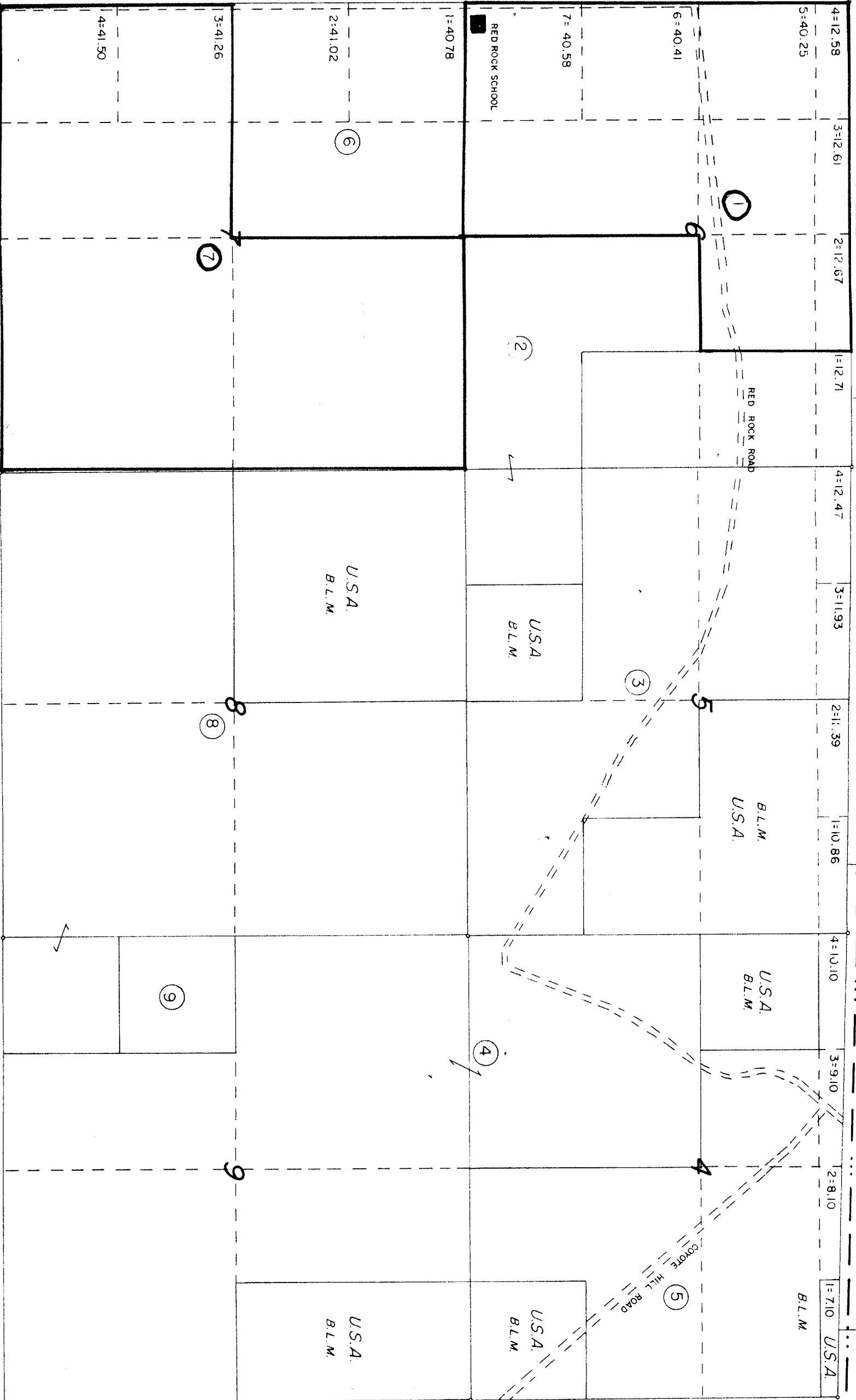
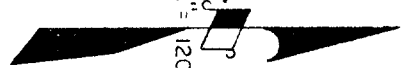
90-02

BOOK  
2

58-00

90-02

1" = 1200'



PAGE  
01.

PAGE  
13

Exhibit D-1

VOL 653 PAGE 155

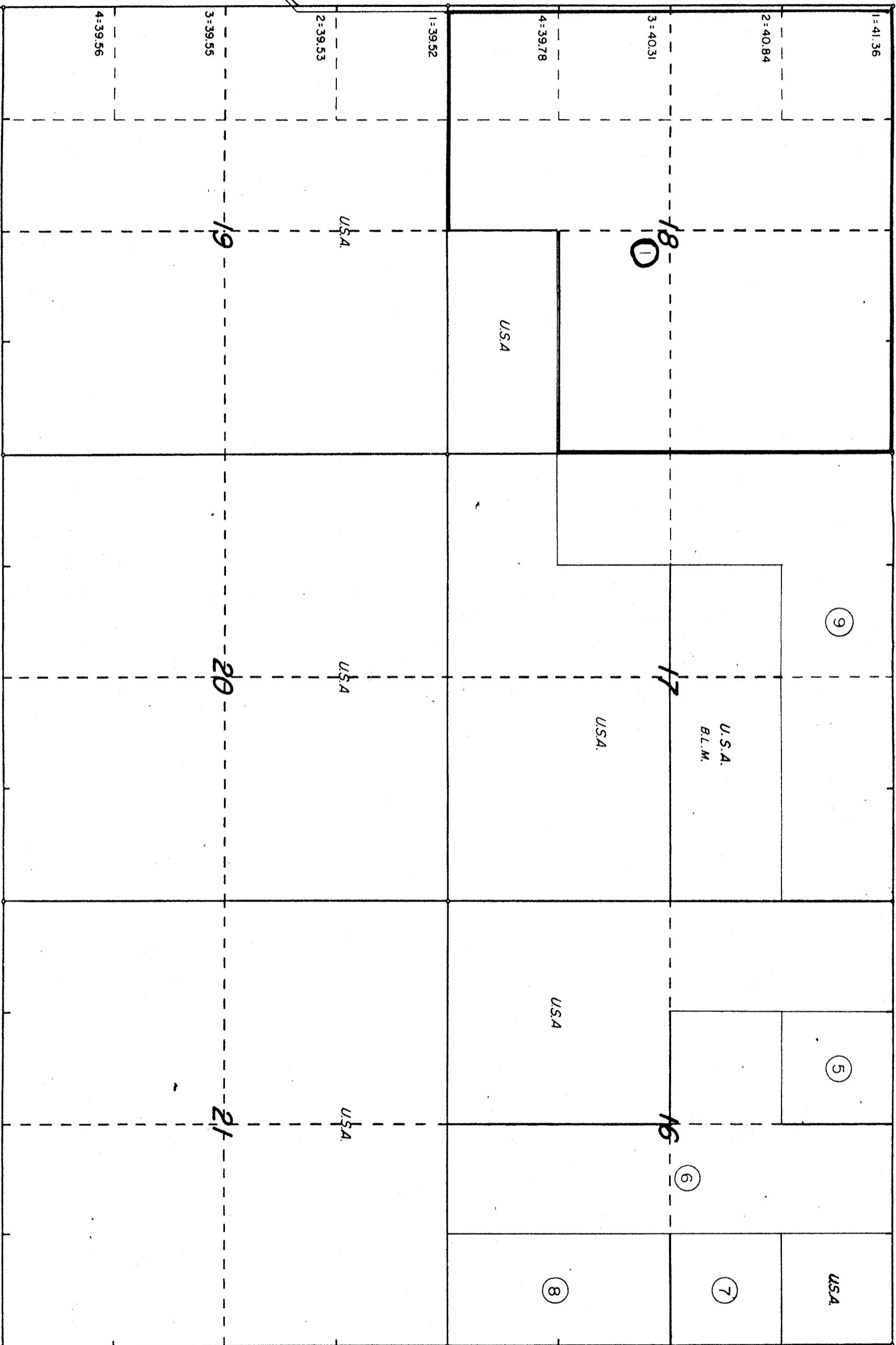
PAGE  
15

VOL 653 PAGE 156

R

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.

R1E  
R2E



04

18

9

14

17

5

16

6

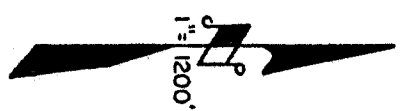
USA

7

8

16

Exhibit D-1



T 45 N R 2 E

Tax Area Code  
90-02

10-15

VOL 653 PAGE 157

18

Assessor's Map  
County of Siskiyou, California  
VOL 653 PAGE 158

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

9th day February 1972

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

VOL 653 PAGE 159

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

**RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE. (CONT'D)**

Hoellwarth, Orlyn and/or Joyce  
Julien, Edward Hale aka Richard Edward Hale Julien  
Kuck, D. J.  
Kuck, Etta O.  
Lewis, Robert O. and Schaap, Phoebe A.  
Lutz, Ralph  
Machado, Anthony C.  
Machado Ranch Estate  
Adelaide Machado Lemos  
Mary Louise DeAvilla  
Anthony C. Machado  
Frank H. Machado  
Martin, Brice Cooper and Brice P.  
Makel, Harry and Madeleine  
McKay, Addie  
Nilsson, Claes & Geraldine  
Peters, William & Evelyn  
Peters, William C. and Evelyn W.  
Rainey, Fred A. and Clarence R.  
Ralphs, Walter W., Jr. and Jone W.  
Richardson, Barbara, Lynda See and Timothy Burton  
Robison, Carroll  
Rogers, W. W. (deceased) and Lewis D. Maplesden as Life Tenant  
Sargent, Ethel R.  
Selby, Gene & Alma  
Smith, Richard M.  
Smith-Sawyer, Inc., by Blair Smith  
Stumbaugh, Ronald and Lila  
Thompson, Denzle L. and Alma L.  
Tobias, Quentin J.  
Walters, Larty  
York, Dorman R. and Marita E.  
York, Dorman R. and Marita E.  
Young, Leland H.  
Young, Leland H. and Mildred A.

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

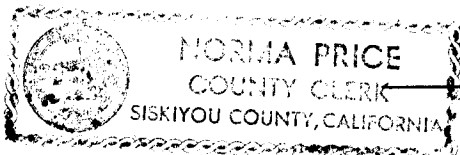
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>SS</sup>

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-9-72

Witness my hand and the seal of said Board of Supervisors, this 22nd day of February, 1972

cc: File  
Recorder



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

By Joanne Kendrick  
Deputy Clerk

VOL 653 PAGE 160  
Exhibit D-1

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

MEMBERS:

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

Board of Supervisors  
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

Carroll Robison  
P.O. Box 52  
Mt. Hebron, California

Dear Mr. Robison:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 653, Page 143, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By Joanne Kendrick  
Deputy

AG 513

RECORDING REQUESTED BY:

Siskiyou, County Recorder  
Leanna Dancer, Recorder  
DOC-04-0000108

Mon, JAN 05, 2004 15:46:19  
Ttl Pd 50.00  
Receipt #-0000037978  
RAS/C1/1-14

When Recorded Mail To:

~~Kendall J. Snider~~  
~~13514 Old Westside Rd.~~  
~~Seneca, Ca~~  
96038

COUNTY CLERK'S OFFICE

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

## LAND CONSERVATION CONTRACT

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

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

SECTION 2. TERM. This Contract shall take effect on January 1, ~~19 2004~~ and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. 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 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. Under no circumstances shall a notice of renewal to either party be required to effectuate the automatic renewal of this Contract.

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

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

SECTION 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or re-adoption or amendment of any zoning ordinance or land use ordinance, regulation or



restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

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

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

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

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

SECTION 8. NO PAYMENT BY COUNTY. The Owner shall not received any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the Owner as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

SECTION 9. CANCELLATION. (a) This Contract may be canceled 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 canceled 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 percent of the cancellation valuation of the land as determined in subparagraph (b) of this section. If, after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

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

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

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

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

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

SECTION 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a Notice of Non-renewal 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:

Kendall J. Andler  
13514 Old Westside Rd.  
Grenada Ca 96038

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

Kendall J. Andler

\_\_\_\_\_

Owner

**PLACE NOTARY CERTIFICATE HERE**

=====

ATTEST:

Shellee Mittan  
Clerk

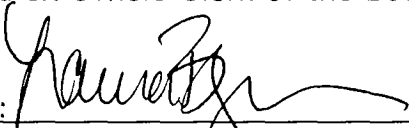
COUNTY OF SISKIYOU, Board of Supervisors  
Lo  
Chairman

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SISKIYOU )

On November 4, 2003, before me, Laura Bynum, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared W.R. Overman, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

COLLEEN BAKER, County Clerk  
and ex-Officio Clerk of the Board

Dated: November 4, 2003

By:   
\_\_\_\_\_  
Laura Bynum, Deputy

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Siskiyou } ss.

On June 24, 2003 before me, Lorraine Fleck, Notary  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kendall John Snider  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Lorraine Fleck  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Place of Thumb Here

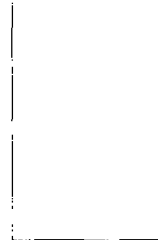
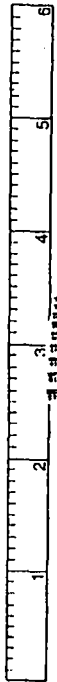


EXHIBIT "A"

List Assessor's Parcel Numbers below:

22- 200 - 460

1-800-345-7334

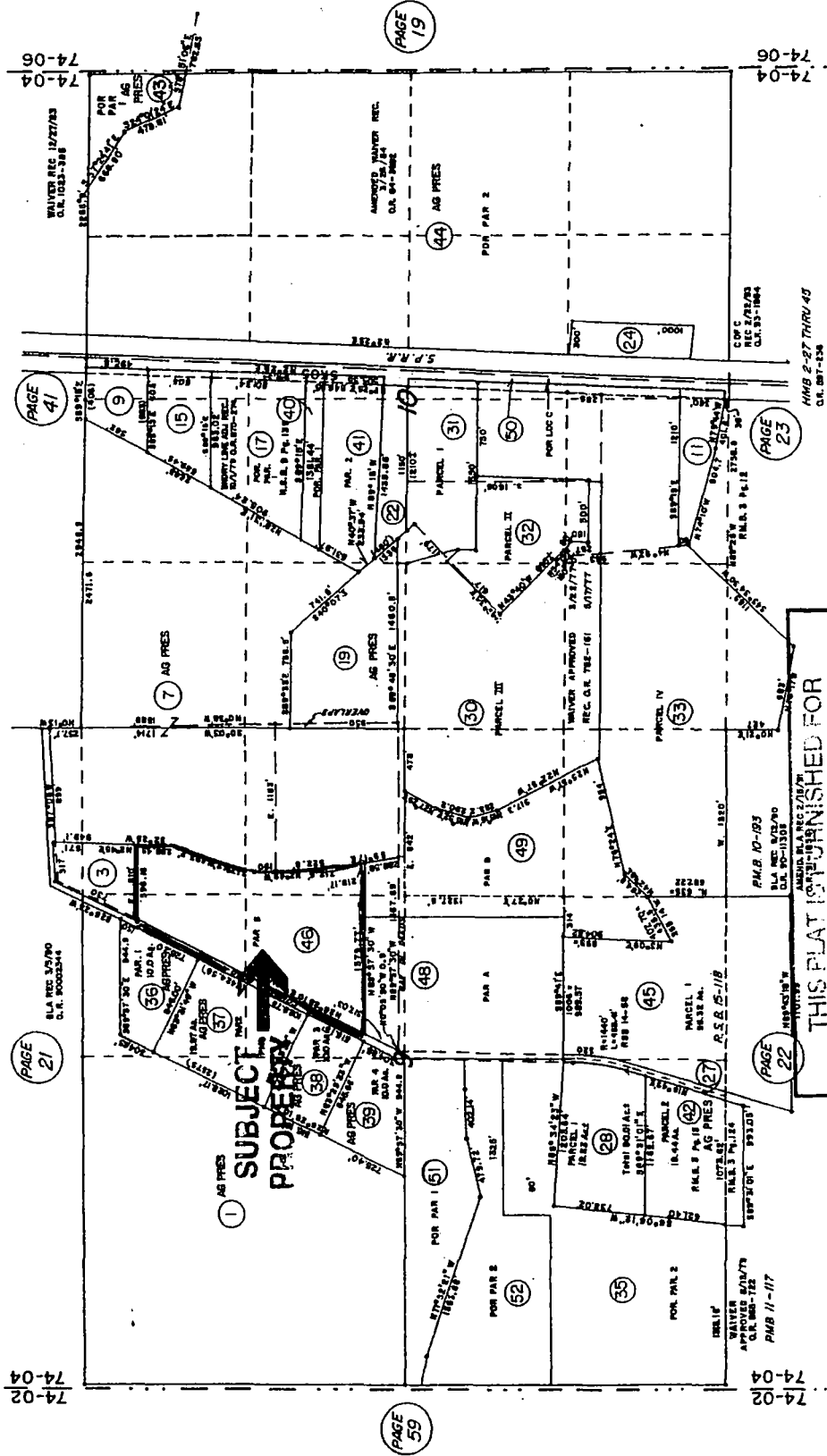


SCALE IN 1/10 OF AN INCH

Tax Area Code  
74-04

22-20

Secs. 9 8 10 T43N R6W



THIS PLAT IS FURNISHED FOR INFORMATION ONLY. IT IS COMPILED FROM DATA WHICH WE BELIEVE TO BE ACCURATE, BUT NO LIABILITY IS ASSUMED BY THE COMPANY AS TO THE CORRECTNESS OF SUCH DATA. SISKIYOU COUNTY TITLE CO.

SNIDER  
AGP-03-02



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

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: Refer to the front page for current processing fees. Your application will not be accepted by the Planning Department unless accompanied by the appropriate fees.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: Kendall J. Snider, TEE  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".

Kendall J. Snider, Trustee FBO Willow Whisky Living Trust

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

APPLICANT'S MAILING ADDRESS: 13514 OLD WESTSIDE ROAD, Grenada, Ca 96038

APPLICANT'S TELEPHONE NUMBER: 530 436 2604

**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: Kendall J. Snider

MAILING ADDRESS: 13514 OLD WESTSIDE ROAD, Grenada, Ca 96038

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

See attached

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>AG 1 - Hay Production</u>	<u>22-200-460</u>	<u>40</u>

Total Acreage 40

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

By signing this application, I (We) hereby authorize County, State and Federal agencies requested to review this application to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the County finally acts to approve or disapprove this project.

OWNER(S) SIGNATURE(S): Kendall J. Snider TEE

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: \_\_\_\_\_

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

**AGRICULTURAL PRODUCTION QUESTIONNAIRE**

OWNER'S NAME: Kendall J. Snider ADDRESS: 13514 OLD WESTSIDE RD  
TEE Grenada, Ca 96038

PARCEL NUMBERS: 22-200-460

HOW LONG HAVE YOU OWNED THIS LAND? 2 1/2 yrs.

**TYPE OF AGRICULTURAL USE:**

Dry pasture acreage \_\_\_\_\_ Carrying capacity \_\_\_\_\_

Irrigated pasture acreage 40 Carrying capacity \_\_\_\_\_

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

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

Type of Irrigation (pivot line, ditch, etc.) hand line - well

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

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

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

**OTHER INCOME:**

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

Other recreation rights \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_

Mining and exploration \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_

Quarrying \$ \_\_\_\_\_ 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 \_\_\_\_\_

**REMARKS ON INCOME, ETC.:**

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

Signed: Kendall J. Snider TEE Date: 06-24-03

Please return this form to the Siskiyou County Planning Department along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act, as adopted by the Siskiyou County Board of Supervisors. **Adopted November 28, 1972.**

**RECORDING REQUESTED BY:**  
Siskiyou County Board of Supervisors

**When Recorded Return To:**  
Siskiyou County Clerk  
510 North Main Street  
Yreka, CA 96097

Siskiyou County Recorder  
Leanna Dancer, Recorder

DOC - 08-0013577  
Tuesday, DEC 30, 2008 10:32:15  
TEL Pd \$0.00 Nbr -0000155222  
JEB/CL/1-08

528

LAND CONSERVATION CONTRACT NO. AGP-08-05  
**PREAMBLE TO LAND CONSERVATION CONTRACT**

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

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

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

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

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

**LAND CONSERVATION CONTRACT NO. AGP-08-05**

**THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS 9<sup>th</sup> day of December, 2008, by and between Russel J. Kennefick and Cynthia E. Kennefick as Trustees of the Russel and Cynthia Kennefick 2008 Family Trust dated June 16, 2008, hereinafter referred to as the "Owner" and the COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as the "County" hereby agree as follows:**

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

**SECTION 2. TERM.** This Contract shall take effect on January 1, 2009, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

**SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL.** 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 a 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. Under no circumstances shall a Notice of Non-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. 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. The use of the premises for agricultural uses and compatible uses shall be subject to the terms, conditions, and restrictions set forth in the Resolution Establishing the Agricultural Preserve. No buildings or structures shall be erected upon the premises except such buildings and structures as are directly related to authorized uses of the premises listed in said Resolution Establishing the Agricultural Preserve.

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

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

**SECTION 7. EMINENT DOMAIN.**

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

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

(d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) 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 THE 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. TERMINATION OF CONTRACT BY COUNTY.** This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the

provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

#### **SECTION 10. 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 a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (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 percent 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 the assessed to the 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).

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**SECTION 13. 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 14. CONTRACTS BINDS SUCCESSORS.** The term "OWNER" as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**SECTION 15. 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 Non-Renewal by the County.

**SECTION 16. CONVEYANCE CONTRARY TO THE 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.

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**SECTION 18. 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:

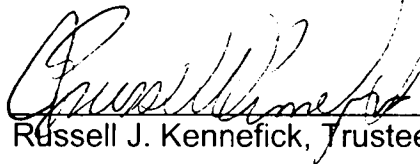
Clerk of the Board of Supervisors  
County of Siskiyou  
510 N. Main Street  
Yreka, California 96097

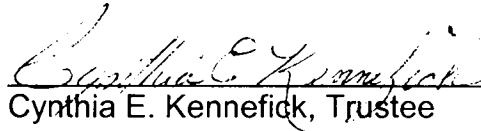
Notice to the Owner shall be addressed as follows:

Russell J. Kennefick and Cynthia E. Kennefick, Trustees  
Russell and Cynthia Kennefick 2008 Family Trust  
P.O. Box 741  
Etna, CA 96027

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

OWNER:

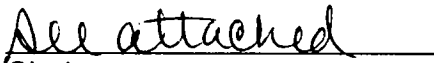

  
\_\_\_\_\_  
Russell J. Kennefick, Trustee


  
\_\_\_\_\_  
Cynthia E. Kennefick, Trustee

PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

  
Clerk 

  
\_\_\_\_\_  
W. R. Overman, Chair



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SISKIYOU

On OCTOBER 22, 2008 before me, PAMELA I. PIEMME, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared RUSSELL JAMES KENNEFICK & CYNTHIA  
Name(s) of Signer(s)

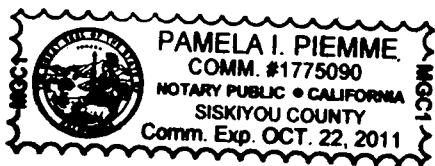
ELIZABETH KENNEFICK

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela I. Piemme  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: LAND CONSERVATION CONTRACT NO. ACP-08-05

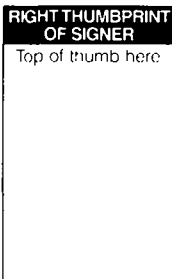
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

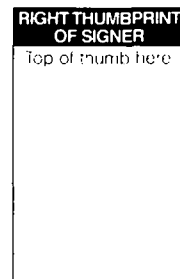
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**CONSENT OF LIENHOLDER**

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

DATE: This 17 day of October, 2008.

Ewell & Virginia Baker  
Lienholder

**PLACE NOTARY CERTIFICATE HERE**

ACKNOWLEDGMENT

State of California  
County of Sonoma

On October 17th, 2008 before me, Geoffrey Noel Barnes, Notary Public  
(insert name and title of the officer)

personally appeared Virginia C Baker and Ewell H Baker  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in  
~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Geoffrey Barnes* (Seal)

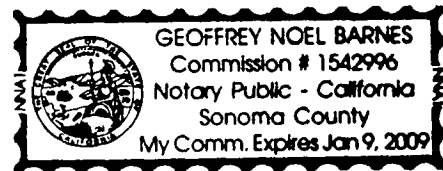


EXHIBIT "A"

List Legal Description and Assessor's Parcel Numbers below:

APN 031-540-210

APN 031-550-080

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**LAND CONSERVATION CONTRACT AGP-08-05**

That real property in the unincorporated area of the County of Siskiyou, State of California, described as follows:

Parcels 1 and 3 as shown on the map for Ewell and Virginia Baker, being a portion of Sections 20 and 29, Township 40 North, Range 8 West, M.D.M., filed in the Siskiyou County Recorders office on August 29, 2005, in parcel map book 13, pages 9, 10 and 11.

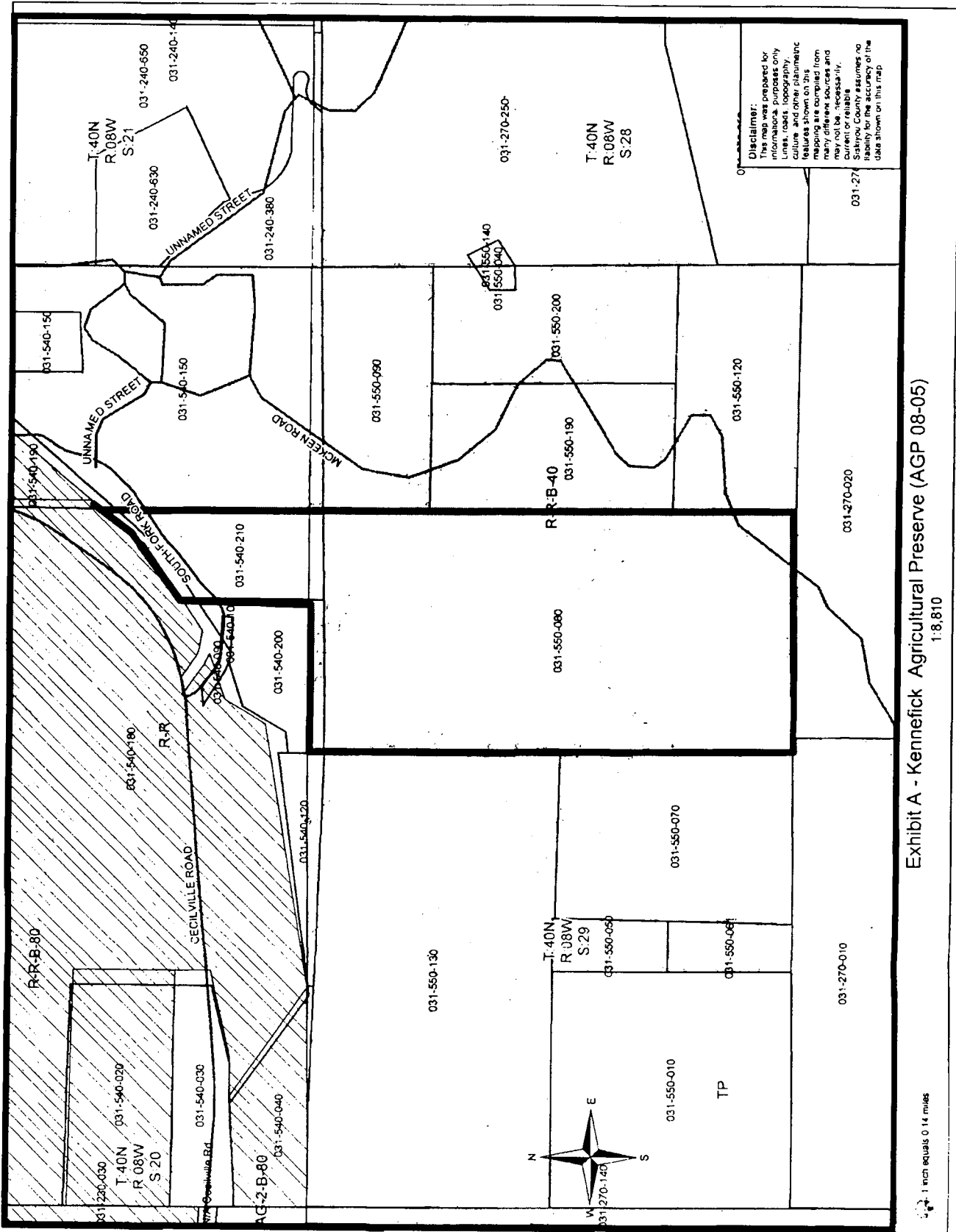


Exhibit F-1

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

**IN THE MATTER OF ESTABLISHING A  
NEW AGRICULTURAL PRESERVE WITH  
UNIFORM RULES, INCLUDING  
COMPATIBLE USES**

Resolution No. 08-203

**RE: Agricultural Preserve Williamson Act  
Contract AGP-08-05  
(Russel & Cynthia Kennefick, Trustees)**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that all of that certain real property situated in the County of Siskiyou, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof as is if fully set forth, which description and reference is to the present Assessor's Parcel Number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve in accordance with the applicable law.

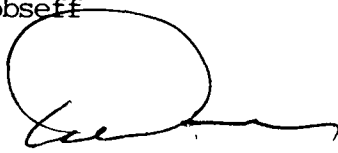
The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 2nd day of December, 2008, by the following vote:

AYES: Supervisors Overman, Erickson and Armstrong

NOES: NONE

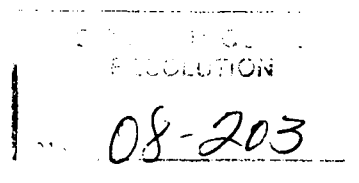
ABSENT: Supervisors Cook and Kobseff

ABSTAIN: NONE

  
\_\_\_\_\_  
W. R. Overman, Chair  
Siskiyou County Board of Supervisors

ATTEST:  
COLLEEN SETZER, County Clerk

By: Wendy Wight  
Deputy





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

**IN THE MATTER OF APPROVING NEW  
WILLIAMSON ACT CONTRACT IN  
ESTABLISHED AGRICULTURAL  
PRESERVE**

Resolution No. 08-204

**RE: Agricultural Preserve Williamson Act  
Contract AGP-08-05  
(Russel & Cynthia Kennefick, Trustees)**

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

**WHEREAS**, the procedural requirements for establishment of said preserves as required by the Land Conservation Act of 1965, as amended, have been followed; and

**WHEREAS**, an Agricultural Preserve was established by Board of Supervisors Resolution No. 08-203, adopted on December 2, 2008.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Siskiyou does hereby enter into an Agricultural Preserve Contract (Williamson Act Contract) with landowner **Russel & Cynthia Kennefick, Trustees** in said established Agricultural Preserve, and authorizes the Chair of the Board of Supervisors to sign said contract on behalf of the County of Siskiyou, and the Clerk is directed to record said contract prior to January 1, 2009.

**BE IT FURTHER RESOLVED**, that the land that will be subject to the Agricultural Preserve Williamson Act Contract, as herein above approved by the Board of Supervisors is described in Exhibit "A" attached hereto and made a part hereof.

The foregoing resolution was passed and adopted this 2nd day of December, 2008, by the following vote:

AYES: Supervisors Overman, Erickson and Armstrong

NOES: NONE

ABSENT: Supervisors Cook and Kobseff

ABSTAIN: NONE



\_\_\_\_\_  
W. R. Overman, Chair  
Siskiyou County Board of Supervisors

ATTEST:  
COLLEEN SETZER, County Clerk  
By: Wendy Deitz  
Deputy

SISKIYOU COUNTY  
RESOLUTION  
No. 08-204

RECEIVED  
JUL 1 2003  
SISKIYOU COUNTY  
PH & CD

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

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: Refer to the front page for current processing fees. Your application will not be accepted by the Planning Department unless accompanied by the appropriate fees.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: RUSSELL AND CYNTHIA KENNEFICK  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".)

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

APPLICANT'S MAILING ADDRESS: PO BOX 741, FINA, OR 96027

APPLICANT'S TELEPHONE NUMBER: 530 467 3652

**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>IRRIGATED PASTURE</u>	<u>031-550-080031540210</u>	<u>88</u>
<u>20 PAIR</u>		

Total Acreage \_\_\_\_\_

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

By signing this application, I (We) hereby authorize County, State and Federal agencies requested to review this application to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the County finally acts to approve or disapprove this project.

OWNER(S) SIGNATURE(S):

*Cynthia C. Kennel*

-----  
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: \_\_\_\_\_

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

**AGRICULTURAL PRODUCTION QUESTIONNAIRE**

OWNER'S NAME: RUSSELL & CYNTHIA KENNEFICK ADDRESS: 1326 SOUTH FORK RD CALLAHAN CA 96014

PARCEL NUMBERS: 031540210 031550080

HOW LONG HAVE YOU OWNED THIS LAND? MAY 2008

**TYPE OF AGRICULTURAL USE:**

Dry pasture acreage 30 Carrying capacity 40 head or AUM  
Irrigated pasture acreage 38 AC Carrying capacity \_\_\_\_\_  
Dry farming acreage \_\_\_\_\_ Crops Grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Field crop acreage \_\_\_\_\_ Crops Grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Type of Irrigation (pivot line, ditch, etc.) Ditch  
Row crop acreage \_\_\_\_\_ Crops Grown \_\_\_\_\_ Production per acre \_\_\_\_\_  
Grazing AUM \_\_\_\_\_ Term \_\_\_\_\_ Fees paid \_\_\_\_\_  
Other acreage 20 Type timber Production per acre \_\_\_\_\_

**OTHER INCOME:**

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_  
Other recreation rights \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_  
Mining and exploration \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_  
Quarrying \$ \_\_\_\_\_ 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 \_\_\_\_\_

**REMARKS ON INCOME, ETC.:**

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

Signed: Cynthia E. Kennefick Russell Date: 6/25/08

Please return this form to the Siskiyou County Planning Department along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act, as adopted by the Siskiyou County Board of Supervisors. **Adopted November 28, 1972.**

This 16 day of Feb, 1972

#99

FILED

MICHAEL T. HENNESSY  
County Counsel

10196

Dec 17 2 03 PM '71

DEPUTY COUNTY COUNSEL

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK  
By Jeanne Hendrick  
DEPUTY

OWNER/OWNERS NAME AS RECORDED: Floyd E Evans  
(Include trust deed or other  
encumbrance holders Use  
separate sheet if necessary ) Scott Valley Bank

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

APPLICANT'S ADDRESS: RI Box 74<sup>A</sup> Fort Jones, Ca.

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

DESIGNATED AGENT: \_\_\_\_\_ MAILING ADDRESS: \_\_\_\_\_

RECORDED AT REQUEST OF  
Siskiyou County Clerk  
5 FEB 25 1972  
OFFICIAL REG SISKIYOU COUNTY CALIF.

DESCRIPTION OF PROPERTY  
(Use separate sheet if  
necessary)

O.R. Vol. 651  
Page 455

RECORDER	FEB \$	Present Agricultural Use	Assessor's Parcel No	Acreage
No Charge		<u>grazing</u>	<u>14-360-170</u>	<u>28.5</u>

Total acreage 28.5

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: Floyd E Evans

FOR PLANNING DEPARTMENT USE ONLY:

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

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

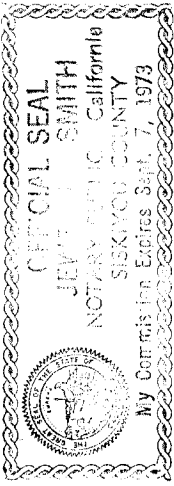
PRESENT ZONING: \_\_\_\_\_ PRESENT GENERAL PLAN DESIGNATION: \_\_\_\_\_

STATE OF CALIFORNIA,

County of Siskiyou } ss.

On this 15th day of December in the year one thousand nine hundred and Seventy-one, before me, Jewel M. Smith a Notary Public, State of California, duly commissioned and sworn, personally appeared Ernest P. Smith

known to me to be the Ernest P. Smith President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same



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

*Jewel M. Smith*

Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires.....



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.

VOL 651 PAGE 457



LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on 2-9, 1972, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

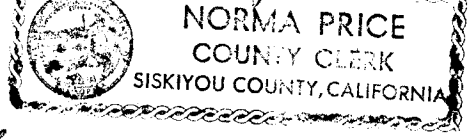
Floyd E EVANS  
PI Box 74<sup>A</sup>  
Fort Jones, Ca 96032

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

\_\_\_\_\_  
\_\_\_\_\_  
Floyd E Evans  
OWNER

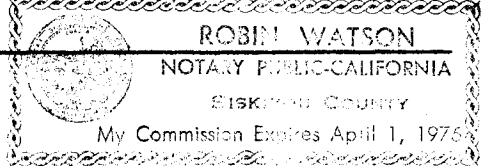
ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk  
Ernest A. Hayden Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss. 

On this 23rd day of February, 1971, before me, Robin Watson a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

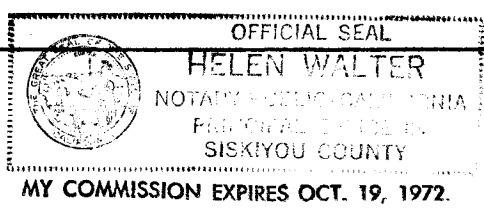
Robin Watson  
Notary Public

My Commission Expires: \_\_\_\_\_  
0000 

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 17th day of December, 1971, before me, HELEN WALTER, a Notary Public, in and for said Siskiyou County, personally appeared Floyd E. Evans known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Helen Walter  
Notary Public

My Commission expires: \_\_\_\_\_  






N $\frac{1}{2}$  of Sec. 30 T44N R9W

Tax Area Code  
69-05  
64-03

14-36

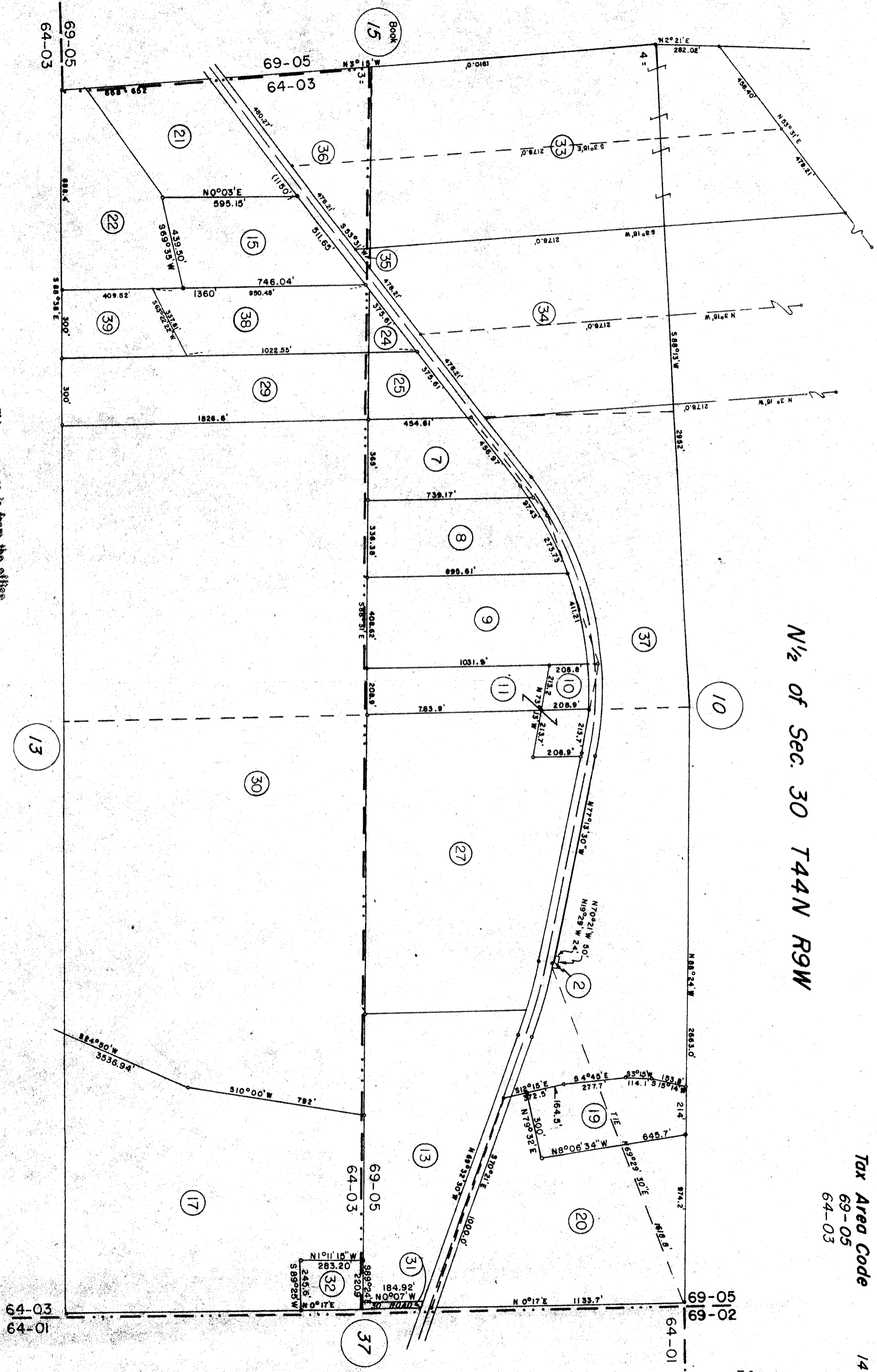


Exhibit G-1

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.

VOL 651 PAGE 466

VOL 651 PAGE 467

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

9th day February 19 72

PRESENT: Supervisors Mike Belcastro, Phil Mattos and Ernest Hayden. Chairman  
Hayden presiding.  
ABSENT: Supervisors Earl F. Ager and George Wacker  
COUNTY ADMINISTRATOR: Jess O'Roke COUNTY CLERK: Norma Price  
COUNTY COUNSEL: Michael T. Hennessy PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL CONTRACTS IN AGRICULTURAL  
PRESERVE ESTABLISHED BY RESOLUTION NO. 414, BK. 2, ADOPTED 1-28-69.

It was moved by Supervisor Mattos, seconded by Supervisor Belcastro, that Resolution No. 185, Book 4, being a Resolution approving Agricultural Preserve Contracts in Agricultural Preserve established by Resolution No. 404, Book 2, adopted 1-28-69, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said contracts prior to March 1, 1972. Further, the following names are those on Exhibit A attached to Resolution 185, Book 4, whose contracts have been approved:

Bryan, Michael A. & Lynne B.  
Buscombe, Edwin H., Jr., and Wilma W.  
Clement, Paul  
Connick, Harris R.  
Costa, Arlan E.  
Crooks, Cecile C.  
Evans, Floyd E.  
Farrier, George F. and Grace  
Glendenning, Duane Scott et al  
Glendenning, Thomas et al  
Glendenning, Violet et al  
Guardia, William & Mary  
Hernandez, Harley H. and Marjorie R.  
Howell, Harryette C. (Harryette Howell Sylvia)  
Hoy, Elden R. & Nora R.  
Hummel, Fred & Marianne  
Hurliman, Glory Ann  
Jones, Laurence B. and Alice A.

(CONT'D)

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

RESOLUTION ADOPTED - APPROVING AGRICULTURAL CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 414, BK. 2, ADOPTED 1-28-69. (CONT'D).

- Lewis, Orel E.
- Linville, John Henry and Mary N.
- Lombardi, Joe A. and Mary A.
- Long, Brice M. and Mildred B.
- Martin, Jess C. and Anita W.
- Martin, Jess C. and Brice Cooper Martin
- Martin, Jess C. and Brice P.
- Mulloy, L. Dennis
- Mulloy, Lawrence Dennis
- Nilsson, Claes and Geraldine
- Piersall, Jack R. and Hilda L.
- Spencer, Harold F. and Pauline T. et al
- Shoemaker Bros.
- Shoemaker, Charles and Essie
- Timberhitch Inc.
- Truax, Minnie Et al
- Zwanziger, Roger

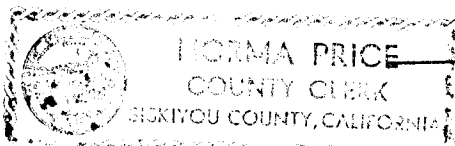
AYES: Supervisors Mattos, Belcastro and Hayden NOES: None  
ABSENT: Supervisors Ager and Wacker

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-9-72

Witness my hand and the seal of said Board of Supervisors, this 22nd day of February, 19 72.

cc: File Recorder



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

By Joanne Kendrick  
Deputy Clerk

MEMBERS:

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

Board of Supervisors  
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE  
PHONE: 842-3531

April 17 , 1972

Mr. Floyd E. Evans  
Route 1, Box 74 A  
Fort Jones, California

Dear Mr. Evans:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 651, Page 455, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

BY

*Joanne Kendrick*  
Deputy

**From:** [Joan Doernhoefer](#)  
**To:** [Bernadette Cizin](#)  
**Subject:** Re: Williamson Act Survey  
**Date:** Saturday, July 8, 2023 7:05:54 AM

---

So to be clear no commercial ag use of any kind. Only a small veggie & herb garden for us and a few old fruit trees.

But take a look on both sides of me. Large chicken farm on one side and a pasture acreage rentals on the other.

any more questions 530-340-2997

On Fri, Jul 7, 2023 at 12:32 PM Joan Doernhoefer <[skywatchers2020@gmail.com](mailto:skywatchers2020@gmail.com)> wrote:

None in the last 23 years

On July 7, 2023, at 11:40 AM, Bernadette Cizin <[bpcizin@co.siskiyou.ca.us](mailto:bpcizin@co.siskiyou.ca.us)> wrote:

Hello,

Thank you for returning your 2023 Williamson Act Survey.

According to your survey, there are no commercial agricultural uses occurring on this property. Is this correct?

Thank you,

Bernadette Cizin

Associate Planner

Siskiyou County Community Development

806 S. Main Street, Yreka, CA 96097

530-841-2151

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

BOARD OF SUPERVISORS

84001404

AG-P-83-8

COUNTY OF SISKIYOU

Page 1 of 8 pages

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: <sup>445.00</sup> ~~\$100~~ First Parcel + \$5 for Each Additional Parcel for Each Application - NON REFUNDABLE.

Separate applications are required if different parcels have different lienholders.

OWNER/OWNERS NAME AS RECORDED: Gordon C. & Glenda J. Thomas: (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None").

Farmers Home Administration; S.R. & Hilda R. Spruells

APPLICANT'S NAME (If other than above) Gordon C. & Glenda J. Thomas

APPLICANT'S ADDRESS 13425 Old Westside Rd. Grenada, Ca 94038

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

DESIGNATED AGENT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>Apple Orchard</u>	<u>22-200-360</u>	<u>10</u>

Total Acreage 10

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: Gordon C. Thomas  
Glenda J. Thomas

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 \_\_\_\_\_

Jan 1984  
Frank J. DeMarco  
SISKIYOU COUNTY, CALIFORNIA

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

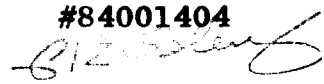
The following agreement is prepared and entered into by the parties to accomplish the above-stated purposes.

RECORDED AT REQUEST OF  
...Siskiyou County Clerk...

OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

FEB 1 8 38 AM '84

#84001404

  
RECORDER FEE \$ N/C

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1984, 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



(Individual)

STATE OF CALIFORNIA  
COUNTY OF Siskiyou } SS.

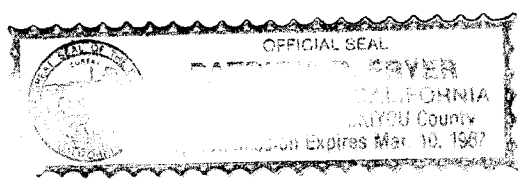
On September 29, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon C. Thomas and Glenda J. Thomas

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person s whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

*[Handwritten signature]*



(This area for official notarial seal)

↑ STAPLE HERE ↓

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SISKIYOU )

On January 30, 19 84, before me, Rae Turbovsky, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Norma Frey, personally known to me to be the person who executed this instrument as Chairman of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: January 30, 1984

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

Deputy: Rae Turbovsky  
Signature

(Seal)



Notice to the Owner shall be addressed as follows:

13425 OLD WESTSIDE ROAD  
GRENADA, CALIFORNIA

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

Gordon C. Thomas  
Glenda J. Thomas

OWNER

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 29th day of September, 19 83, before me, the undersigned, a Notary Public, in and for said Siskiyou County, personally appeared Gordon C. Thomas & Glenda J. Thomas proved to me upon the basis of known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

Notary Public

My Commission expires: \_\_\_\_\_

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price  
Clerk

Darman Gray  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, \_\_\_\_\_ a Notary Public, in and for said \_\_\_\_\_ County, personally appeared \_\_\_\_\_ known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

My Commission Expires: \_\_\_\_\_

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE 8-001404

OWNER'S NAME Gordon C. Thomas ADDRESS 13425 Old Westside Rd  
Menada, Ca 96038

PARCEL NUMBERS 22-200-360

HOW LONG HAVE YOU OWNED THIS LAND? 3 yrs

TYPE OF AGRICULTURAL USE:

~~Dry pasture acreage~~ Apple Orchard Carrying capacity \_\_\_\_\_

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

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

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

Row crop acreage 10 Crops grown Apple Production per acre 1 ton/acre  
This Year Currently  
Estimate Next Year 2 tons per  
acre

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

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

OTHER INCOME:

Hunting rights \$ 0 per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ \_\_\_\_\_ per year \_\_\_\_\_

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

LAND LEASED FROM OTHERS:

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

Rental fee per acre \_\_\_\_\_ Use of land \_\_\_\_\_

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

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

LAND LEASED TO OTHERS:

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

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

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

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

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

REMARKS ON INCOME, ETC.:

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

Signed Gordon C. Thomas Date 7-14-85

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

Adopted 11-28-72



CONSENT OF LIENHOLDER

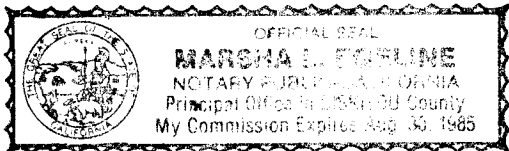
The undersigned, a lienholder against the property owned by GORDON AND GLENDA THOMAS and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 19 day of SEPTEMBER 19 83.

Irving L. Sprawls  
Hilda Lee Sprawls  
Lienholder

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF Siskiyou )

On this 19th day of September 19 83,  
before me, Marsha L. Egeline a Notary Public  
in and for said Siskiyou County, personally  
appeared Irving L. Sprawls and  
Hilda Lee Sprawls, personally known to me to be the  
person s whose name s are subscribed to the within instrument  
and acknowledged to me that they executed the same.



Marsha L. Egeline  
Notary Public

My Commission Expires: August 30, 1985

84001404

Page 14 of 18 pages

Secs. 9 & 10 T43N R6W

Tax Area Code  
74-04

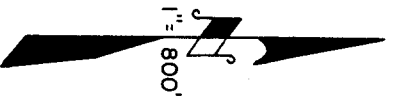
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74-02



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74-04

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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 H-2

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

DECEMBER 13, 1983

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter into Agricultural Preserve Contracts (Williamson Contracts) with the following landowners in the established Agricultural Preserves, said Agricultural Preserves having been established by Resolution No. 271, Book 11, adopted December 13, 1983 and the Chairman of the Siskiyou County Board of Supervisors is authorized to sign said contracts on behalf of the County of Siskiyou, and the Clerk is directed to record said contracts prior to March 1, 1984.

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

PASSED AND ADOPTED this 13th day of December, 1983 by the following vote:

AYES: Supervisors Mattos, Zwanziger, Steinhaus and Thackeray.

NOES: None.

ABSENT: None.

*Dorinda Gray*  
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By: *Rae Turbowky*  
Deputy

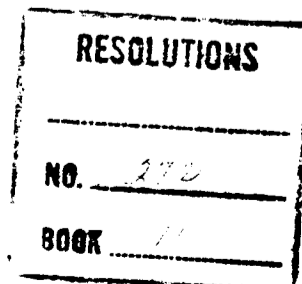
This instrument is a correct copy of the original on file in this office.

ATTEST: *January 18, 1984*

NORMA PRICE

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Siskiyou.

By: *Rae Turbowky*  
Deputy



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

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



13th day December 19 83

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

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

The public hearing on Agricultural Preserve Contracts was declared closed.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>ss</sup>

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

Witness my hand and the seal of said Board of Supervisors, this 18th day of January, 1984.

cc-File  
Planning

NORMA PRICE

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

By Rae Furhovsky

Recorded at the request of the  
Siskiyou County Planning Department

APA-01-06

Assessor's Parcel Numbers:  
022-150-180, 022-150-230,  
022-150-300, 02-150-310  
022-150-320

For:

James A. Cain  
7516 Scarface Road  
Gazelle, CA 96034

When recorded return to:

Siskiyou County Board of Supervisors

78  
464

**COPY** Of Document Recorded  
On 10-24-2001 AS No. 200109415390  
Has Not Been Compared With Original.  
**SISKIYOU COUNTY RECORDER**

**AGRICULTURAL PRESERVE CONTRACT AMENDMENT**

On October 16, 2001, the Siskiyou County Board of Supervisors authorized the Chair to sign an Agricultural Preserve Contract Amendment, amending Contract No. 494, in the name of James A. Cain, recorded December 18, 1996, in the Siskiyou County Recorder's Office, Official Document 96015535. The Amendment provides for exchanging 10.0 acre parcels, as per BLA-01-37. The amended 900-acre contract consists of Class III, VI, and VII equivalent soils. The amended 900-acre contract complies with the requirements of the Williamson Act. The referenced Agricultural Preserve Contract No. 494 continues to be bound by the provisions of that Contract.

  
\_\_\_\_\_  
Bill Hoy, Chair, Siskiyou County Board of Supervisors

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

**October 16, 2001**

PRESENT: Supervisors Bill Hoy, Bill Overman, LaVada Erickson and Joan T. Smith. Chair Hoy presiding.

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

**MOTION:**

Erickson/Smith

**AYES:** Hoy, Erickson,  
Overman and Smith

**CONSENT AGENDA - PLANNING** - Approve amendment to Agriculture Preserve Contract for James A. Cain (APA-01-06), contract 494, for the purpose of modifying contract boundaries, adding 10.0 acres and filing a Notice of Non-Renewal on 10.0 acres, per Boundary Line Adjustment 01-37, and finding that the project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) §15317 for a Williamson Act Contract.

STATE OF CALIFORNIA    )  
                                  ) ss  
COUNTY OF SISKIYOU    )

I, COLLEEN BAKER, 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 Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

*These minutes are subject to change when read by the Board of Supervisors*

RECEIVED

AUG 30 2001

SISKIYOU COUNTY  
PLANNING DEPARTMENT

AGRICULTURAL PRESERVE CONTRACT AMENDMENT APPLICATION

Landowner: James A Cain Phone: 735-2440  
 Address: 7516 Scarface Rd Hazella Zip: 96034  
Street/City/State

Applicant: James A Cain Phone: 435-2440  
 Address: 7516 Scarface Rd Hazella Zip: 96034  
Street/City/State

I. LOCATION:

- A. Township 43 ND, Range 7 West, Section(s) 25
- B. Project site access is provided by:  
 Frontage on County road # Scarface Rd  
 Frontage on State Highway  
 USFS Road #  
 Existing easement across private property.  
 Other. Attach explanation and submit copies of pertinent documents.
- C. Site Zoning: Ag 1 Ag 2 B 4D
- D. Agricultural Preserve Contract number(s), recording date and original contract designee:

E. List of Assessor's Parcel Numbers of properties to which this application applies.

Assessor's Parcel No.(s)	Landowner(s)
<u>022-150-180, -300, -310, -320, -330</u>	
_____	_____
_____	_____

F. Indicate the size of all parcels involved in this Agricultural Preserve Contract Amendment.

APN	Original Acreage	± Adjust-ment	Final Acreage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

G. Explain the purpose of the proposed Contract Amendment:

Adjust property line per B.L.A-01-37, do  
correct encroachment.

4. PROPERTY OWNER SIGNATURE REQUIREMENTS:

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form, including the important notice to all applicants which is contained on the third page of this application.

James A Cain (Must be Notarized)

\_\_\_\_\_ (Must be Notarized)

AUTHORIZATION TO ENTER PRIVATE PROPERTY

In filing an application with the Siskiyou County Planning Department, Siskiyou County and other state and federal agencies, will be requested to provide comments related to your proposed project. As affected agencies, environmental information is provided so Siskiyou County can meet requirements of the California Environmental Quality Act (CEQA) for your project.

Many agencies require that their employees have permission from the landowner to enter private property. In order for the county and other agencies to provide comments for the proposed project, we will need permission to enter your property to develop information and better familiarize ourselves with the project.

By signing this authorization to enter your property, you are granting the affected agencies access to your property. The authorization is valid from the date the authorization is received on your proposed project until the date of project determination.

PRINT NAME: James A CAIN  
SIGNATURE: James A Cain DATE: 8-30-01

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

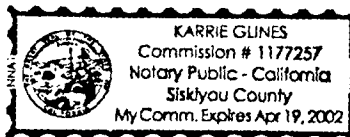
STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

On 8/30/01 before me, KARRIE GLINES, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, JAMES A. CAIN  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karrie Glines (SEAL)  
NOTARY PUBLIC SIGNATURE



4914  
10, 9

RECORDED AT REQUEST OF  
Siskiyou County Clerk

OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

Dec 18 1 35 PM '96

96015535

NO CHARGE

RECORDING REQUESTED BY:

LISA CHANDLER, COUNTY CLERK

When Recorded Mail To:

LISA CHANDLER  
County Clerk, Siskiyou County  
P. O. Box 338  
Yreka, California 96097

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

It is agreed by and between the OWNER and the COUNTY as follows:

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

SECTION 2. TERM. This Contract shall take effect on December 10, 1996, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. 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 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. Under no circumstances shall a Notice of Non-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. 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. The use of the Premises for agricultural uses and compatible uses shall be subject to the terms, conditions, and restrictions set forth in the Resolution Establishing the Agricultural Preserve. No buildings or structures shall be erected upon the premises except such buildings and structures as are directly related to authorized uses of the premises listed in said Resolution Establishing the Agricultural Preserve.

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

SECTION 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or re-adoption or

96015535

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 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 acquired less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this document.

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

(d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) 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 THE 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 a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (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 percent 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 the assessed to the 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.

96015535

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

SECTION 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this contract from an Agricultural Preserve either by change of boundaries of the Preserve or disestablishment of the Preserve shall be the equivalent of a Notice of Non-Renewal by the County.

SECTION 15. CONVEYANCE CONTRARY TO THE 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:

JAMES P & PATRICIA CAIN  
PO Box 99 7516 Scarface Rd  
Hayden Co.

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

James A Cain  
Patricia P Cain  
\_\_\_\_\_  
Owner

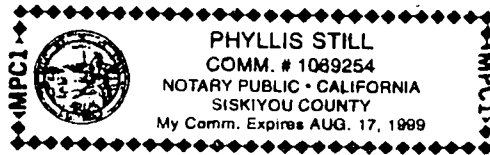
State of California  
County of Siskiyou

On 9-9-96 before me, Phyllis Still, personally appeared JAMES A. CAIN  
AND PATRICIA A. CAIN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

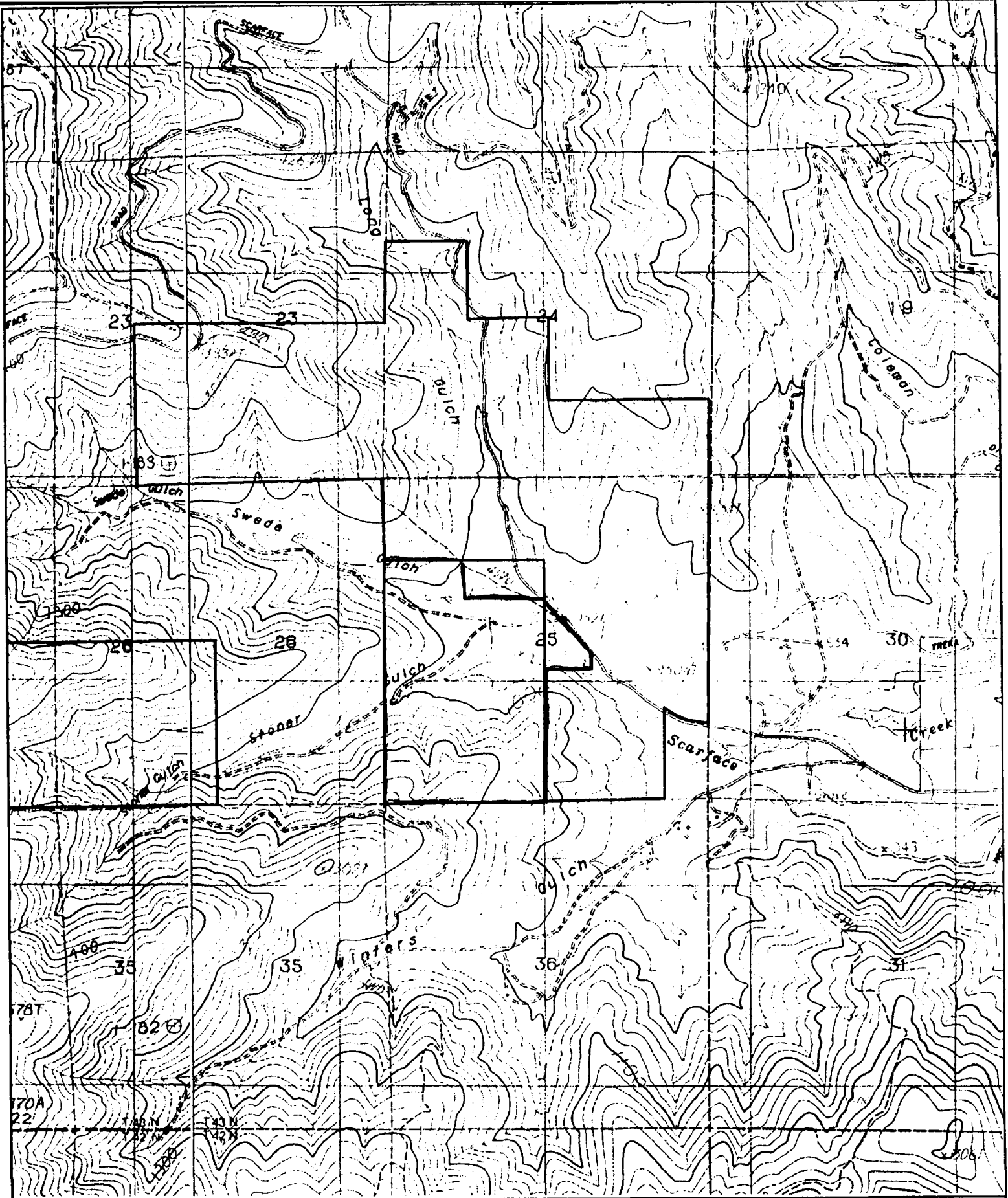
WITNESS my hand and official seal.

(SIGNATURE AND SEAL OF NOTARY)

Phyllis Still







Name: GAZELLE  
 Date: 8/17/2001  
 Scale: 1 inch equals 2000 feet

Location: 041° 32' 49.6" N 122° 36' 27.9" W

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

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

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

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

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

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

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

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 10th day of December 1996, by the following vote:

- AYES: Supervisors Giardino, Bryan and Dutra
- NOES: None
- ABSENT: None
- ABSTAIN: None

*Bill Hogg*  
 Vice-Chairman  
 Siskiyou County Board of Supervisors

ATTEST:  
Lisa Chandler, County Clerk

BY: *Colleen Barker*  
Deputy

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

ATTEST: DEC 18 1996

LISA CHANDLER  
County Clerk and ex-officio Clerk of the Board of Supervisors in and for the County of Siskiyou.

By *Colleen Barker*  
Deputy

<b>SISKIYOU COUNTY RESOLUTION</b>
No. <u>96-375</u>

96015535

EXHIBIT A

James and Patricia Cain	22-041-430
PO Box 99	22-041-440
Gazelle, California 96034	22-041-450
	22-041-470
	22-050-180
	22-050-230
	22-050-300
	22-050-310
	22-050-320
Kenneth and Jenny Joling	19-021-100
5905 A-12	
Montague, California 96064	
Stanley and Elizabeth Sears	13-360-100
4839 Little Shasta Road	
Montague, California 96064	



RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE  
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED  
BY RESOLUTION NO. ADOPTED ON DECEMBER 10, 1996

96-375

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter  
into Agricultural Preserve Contracts (Williamson Act Contracts) with the following landowners  
in the established Agricultural Preserves, said Agricultural Preserves having been established by  
Resolution, adopted on December 10, 1996, and the Vice-Chairman of the Siskiyou County  
Board of Supervisors is authorized to sign said contracts on behalf of the County of Siskiyou,  
and the Clerk is directed to record said contracts prior to January 1, 1997.

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

The foregoing resolution was passed and adopted this 10th day of December 1996, by the  
following vote:

- AYES: Supervisors Giardino, Bryan and Hoy
- NOES: None
- ABSENT: None
- ABSTAIN: None

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

ATTEST: DEC 18 1996

LISA CHANDLER

County Clerk and ex-officio Clerk of  
the Board of Supervisors in and for the  
County of Siskiyou.

By Colleen Baker  
Deputy

Bill Hoy  
Vice-Chairman  
Siskiyou County Board of Supervisors

ATTEST:  
Lisa Chandler, County Clerk

By: Colleen Baker  
Deputy

SISKIYOU COUNTY  
RESOLUTION  
No. 96-376

96015535

EXHIBIT A

James and Patricia Cain	22-041-430
PO Box 99	22-041-440
Gazelle, California 96034	22-041-450
	22-041-470
	22-050-180
	22-050-230
	22-050-300
	22-050-310
	22-050-320
Kenneth and Jenny Joling	19-021-100
5905 A-12	
Montague, California 96064	
Stanley and Elizabeth Sears	13-360-100
4839 Little Shasta Road	
Montague, California 96064	

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

**DECEMBER 10, 1996**

PRESENT: Supervisors Kay M. Bryan, Clancy Dutra, Jerry Giardino, Bill Hoy. Vice-Chair Hoy presiding.

ABSENT: None

COUNTY ADMINISTRATOR: C. Brent Wallace

DEPUTY COUNTY CLERK: Colleen Baker and Sherrie Bennett

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

**PUBLIC HEARING - AGRICULTURE PRESERVE CONTRACT APPROVED FOR JAMES A. AND PATRICIA A. CAIN (AGP-96-02)**

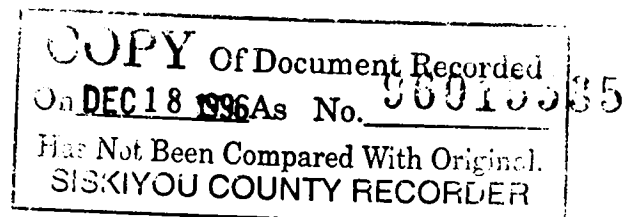
The duly noticed application for an Agricultural Preserve Contract for James A. and Patricia A. Cain came on for public hearing. The applicants are requesting to enter four legal parcels, containing a total of 900 acres, zoned AG-1 (Prime Agricultural, 40 acre minimum parcel size) and AG-2-B-40 (Non-Prime Agricultural, 40 acre minimum parcel size). The parcels are located south of the city of Yreka, approximately 1/4 mile northwest of the intersection of Winters Gulch Road and Scarface Road.

Planning Director Richard Barnum advised that said application has been reviewed by the Agricultural Preserve Advisory Committee, stating the Agricultural Preserve Contract for James A. and Patricia A. Cain is recommended for approval.

Applicant James Cain addressed the Board, requesting information re restrictions for selling property in an agricultural preserve and available tax benefits.

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

It was moved by Supervisor Bryan, seconded by Supervisor Giardino and unanimously carried, that an Agricultural Preserve Contract be entered into with James A. and Patricia A. Cain, with the finding that this project is Categorically Exempt pursuant to CEQA Section 15061(b)(3). Further, the Vice Chair is authorized to sign and the Clerk directed to have said contract recorded.



STATE OF CALIFORNIA    )  
                                  ) ss  
COUNTY OF SISKIYOU    )

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on December 10, 1996.

Witness my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

cc: File  
Planning Dept. (2)  
Recorder

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

By: \_\_\_\_\_  
Deputy Clerk

These minutes are subject to change when read by the Board of Supervisors

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

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

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

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

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

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

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

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 10th day of December 1996, by the following vote:

AYES: Supervisors Giardino, Bryan and Dutra

NOES: None

ABSENT: None

ABSTAIN: None

*Bill Dyer*

Vice-Chairman

Siskiyou County Board of Supervisors

ATTEST:  
Lisa Chandler, County Clerk

BY: *Colleen Baker*  
Deputy

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

ATTEST: DEC 18 1996

LISA CHANDLER

County Clerk and ex-officio Clerk of  
the Board of Supervisors in and for the  
County of Siskiyou.

By: *Colleen Baker*  
Deputy

SISKIYOU COUNTY  
RESOLUTION

No. 96-375

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE  
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED  
BY RESOLUTION NO. ADOPTED ON DECEMBER 10, 1996

96-275

EXHIBIT A

James and Patricia Cain  
PO Box 99  
Gazelle, California 96034

22-041-430  
22-041-440  
22-041-450  
22-041-470  
22-050-180  
22-050-230  
22-050-300  
22-050-310  
22-050-320

Kenneth and Jenny Joling  
5905 A-12  
Montague, California 96064

19-021-100

Stanley and Elizabeth Sears  
4839 Little Shasta Road  
Montague, California 96064

13-360-100

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

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: Refer to the front page for current processing fees. Your application will not be accepted by the Planning Department unless accompanied by the appropriate fees.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: James J. Cain & Patricia A. Cain  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".  
None

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

APPLICANT'S MAILING ADDRESS: 1750 27th St. S. 99501

APPLICANT'S TELEPHONE NUMBER: 916-455-1111

**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</u>		

\_\_\_\_\_

Total Acreage \_\_\_\_\_

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

By signing this application, I (We) hereby authorize County, State and Federal agencies requested to review this application to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the County finally acts to approve or disapprove this project.

OWNER(S) SIGNATURE(S): James J. Cain  
Patricia A. Cain

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agricultural

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

PRESENT ZONING: \_\_\_\_\_

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

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME: T. West Co. ADDRESS: 10 E. 1st St. Layton, Co.

PARCEL NUMBERS: See attached

HOW LONG HAVE YOU OWNED THIS LAND? \_\_\_\_\_

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 16.5 ac. Carrying capacity \_\_\_\_\_

Irrigated pasture acreage None Carrying capacity \_\_\_\_\_

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

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

Type of Irrigation (pivot line, ditch, etc.) None

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

Grazing AUM 50 pairs Term \_\_\_\_\_ Fees paid \_\_\_\_\_

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

OTHER INCOME:

Hunting rights \$ 2 per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ 0 per year \_\_\_\_\_

Other recreation rights \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_

Mininhg and exploration \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_

Quarrying \$ 0 per year \_\_\_\_\_ type \_\_\_\_\_

LAND LEASED TO OTHERS:

Name of Owner None Number of acres \_\_\_\_\_

Rental fee per acre 0 Use of land \_\_\_\_\_

Terms of lease 0 Lease termination date \_\_\_\_\_

Share cropped with others: Crop 0 Percent to owner \_\_\_\_\_ Acres \_\_\_\_\_

List expenses paid by landowner 0

REMARKS ON INCOME, ETC.:

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

Signed: James A. Cain Date: 9-3-96

Please return this form to the Siskiyou County Planning Department along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act, as adopted by the Siskiyou County Board of Supervisors. *Adopted November 28, 1972.*

Assessor's Parcel Numbers: \_\_\_\_\_

011001-0 PARCEL

When recorded mail to:

County Clerk, Siskiyou County

**COPY** of Document Recorded  
On 11/2/01 As No. 200110215997  
Has Not Been Compared With Original.  
SISKIYOU COUNTY RECORDER

**NOTICE OF NON-RENEWAL OF  
AGRICULTURAL PRESERVE CONTRACT**

If either Party 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 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.

By the signature(s) provided hereon, I/we hereby provide Notice of Non-Renewal of the Agricultural Preserve Contract for the property described below, in accordance with Section 3 of said Contract.

OWNER(S) NAME  
AS RECORDED: James A Cain

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

ADDRESS OF  
OWNER(S): 7516 Scarface Rd.  
Haystack Ca 96034

Date of Recording of Land Conservation  
Contract (Agricultural Preserve Contract): 12-18-96 Contract Number: 494

Recorded at: \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_ Official Records; or

Document Number 96015535 Official Record.

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 or designated person or change of address:

Designated Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



DESCRIPTION OF PROPERTY: Attach a separate page providing a legal description of the parcel. The legal description must be typed on plain white paper with one-inch borders, accompanied by a map showing the parcel as depicted on the legal description. (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 Assessor's Parcel Number and acreage in the space provided to indicate that for which a Notice of Non-Renewal is intended):

---

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 collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

SIGNATURE OF OWNER(S)

James A. Cain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notarized Signature Required.  
Attach Notary Certificate Here.

ATTEST:  
COLLEEN BAKER, Clerk  
Board of Supervisors

By: Laura Benner  
Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )

COUNTY OF SISKIYOU )

On 9/12/01 before me, ~~JAMES A. CAIN~~ KARRIE GLINES, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared, JAMES A. CAIN  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Karrie Glines* (SEAL)  
NOTARY PUBLIC SIGNATURE



**OPTIONAL INFORMATION**

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of SISKIYOU } ss.

On November 2, 2001 before me, LORRAINE FLECK, NOTARY PUBLIC  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Laura Bynum  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.  
*Lorraine Fleck*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Notice of Non-Renewal of Agricultural Preserve Contract

Document Date: September 12, 20001 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: James A. Cain

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This 16 day of Feb 1972

FILED 10175

RECORDED AT REQUEST OF Siskiyou County Clerk

05 MIN PAST 8 AM OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

MICHAEL T. ...

DEPUTY COUNTY CLERK

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK

BK Blum

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RECORDER FEE \$ No Charge

Jeanne Kendrick

Fred W. Burton, Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

OWNER/OWNERS NAME AS RECORDED: (Include trust deed or other encumbrance holders Use separate sheet if necessary ) (no encumbrance) Fred W. Burton

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

APPLICANT'S ADDRESS: Box 186, Yreka, California

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

DESIGNATED AGENT: Fred W. Burton MAILING ADDRESS: Forest House Ranch, Box 186, Yreka, California

DESCRIPTION OF PROPERTY (Use separate sheet if necessary)

Table with 3 columns: Present Agricultural Use, Assessor's Parcel No, Acreage. Rows include 'see attached' and 'Total acreage 7134.92'.

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.

FOREST HOUSE RANCH a partnership of: Fred W. Burton OWNER/OWNERS SIGNATURE: Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

Barbara Richardson Lynda See and Timothy Burton signed by Fred W. Burton 5940 R 646 - 594 O.R 648 - 594 O.R 649 attorney in fact

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:

DESCRIPTION OF PROPERTY

<u>PRESENT AGRICULTURAL USE</u>	<u>PARCEL NUMBER</u>	<u>ACREAGE</u>
Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
Ranch	14-320-090	637.4
Ranch	14-320-020	640
Ranch	14-340-060	640
Ranch	14-300-080	160
Ranch	14-240-060	63
Ranch	14-210-030	40
Ranch	13- 22- 01	61.52

7134.92

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PREAMBLE TO LAND CONSERVATION CONTRACT

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

WHEREAS, said property is located in agricultural preserve established by COUNTY by resolution; and,

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on 2-9, 1972, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fred W Burton

Patricia Davidson

Barbara Richardson, Lynda See &

Timothy Burton by Fred W Burton

OWNER

*attorney in fact*

ATTEST:

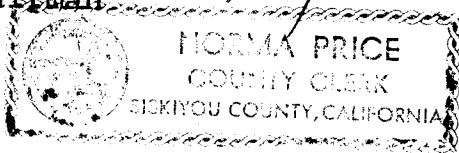
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA }  
COUNTY OF SISKIYOU }

ss.



On this 23rd day of February, 19 72, before  
me, Robin Watson a Notary Public, in and  
for said Siskiyou County, personally appeared  
Ernest A. Hayden known to me to be the  
Chairman of the Board of Supervisors of Siskiyou County  
whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.

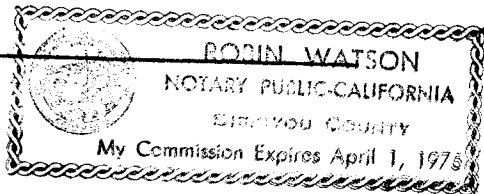
Robin Watson  
Notary Public

My Commission Expires: \_\_\_\_\_

oo0oo

STATE OF CALIFORNIA }  
COUNTY OF }

ss.



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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF CALIFORNIA

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one  
before me, \_\_\_\_\_ a Notary Public in and for the \_\_\_\_\_ County of Siskiyou

State of California, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
Fred W. Burton

known to me to be the person whose name is subscribed to the within instrument as the attorney in fact  
of Barbara Richardson, Lynda See & Timothy Burton

and acknowledged to me that \_\_\_\_\_ he subscribed the name S of Barbara Richardson  
Lynda See & Timothy Burton

thereto as principal S, and h. is own name as attorney in fact.

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

*Albert H. Newton*

Notary Public in and for the \_\_\_\_\_ County of Siskiyou  
State of California

Cowdery's Form No. 24 Acknowledgment—Attorney in Fact.  
(C. C. Sec. 1192)

My Commission Expires \_\_\_\_\_

STATE OF CALIFORNIA,

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one  
before me, \_\_\_\_\_, a Notary Public,  
State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_

Fred W. Burton  
Patricia Davidson

known to me to be the person S whose name S are subscribed to the within instrument  
and acknowledged to me that t he y executed the same.

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

*Albert H. Newton*

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.  
(C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

My Commission Expires \_\_\_\_\_

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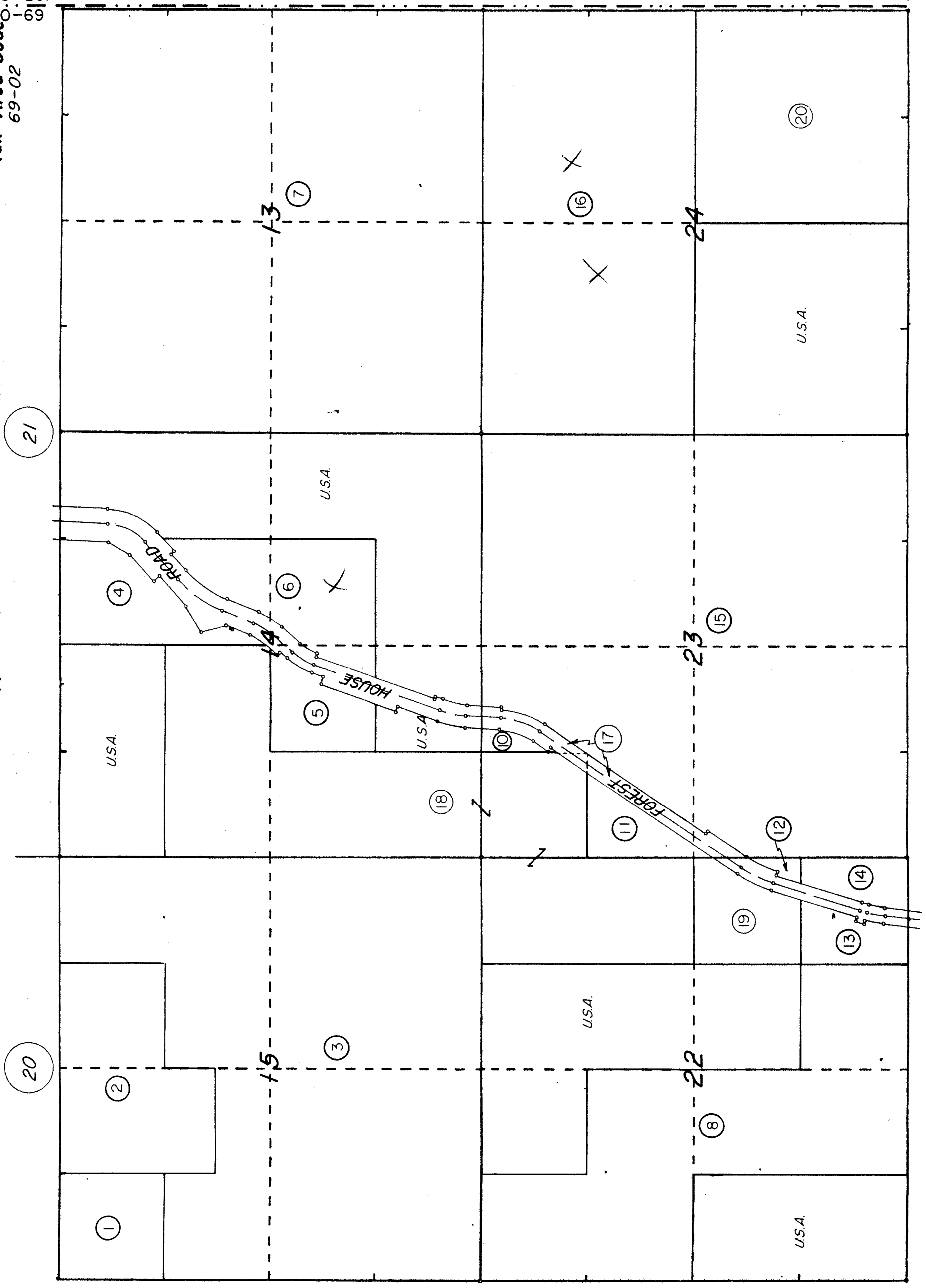
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69-02

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Tax Area Codes: 0-0  
69-02



Assessor's Map  
County of Siskiyou, California

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T 45 N R 7 W

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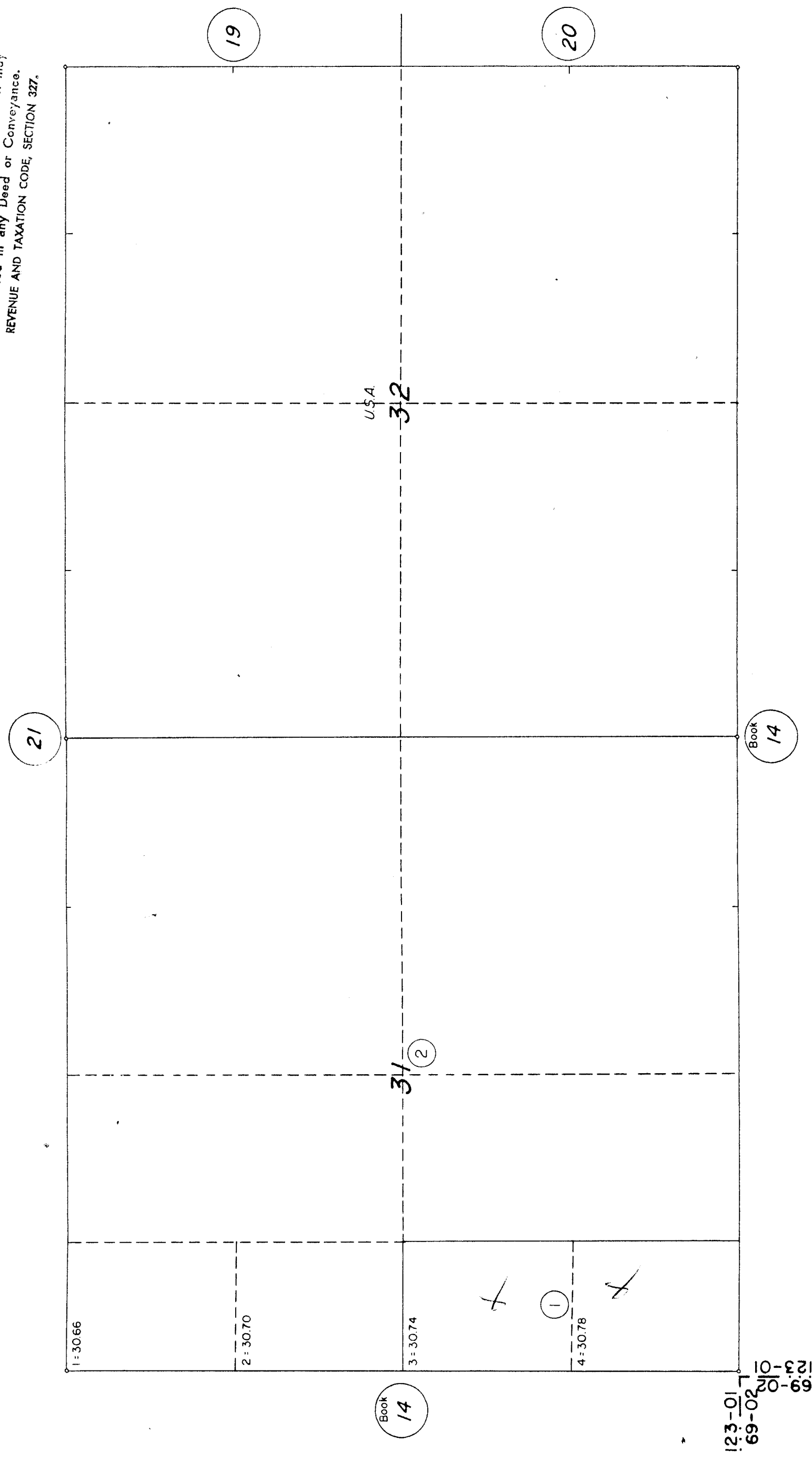


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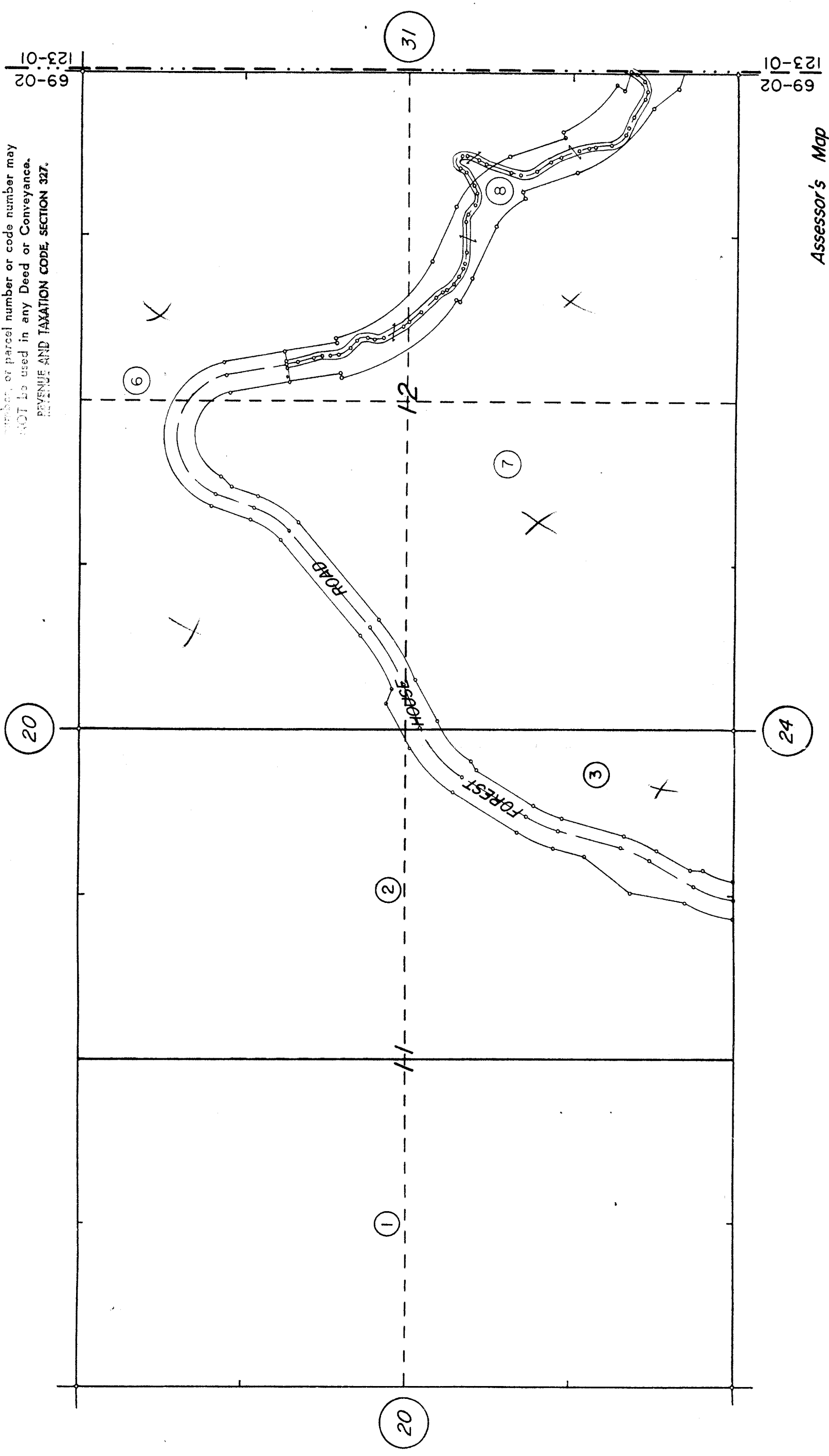
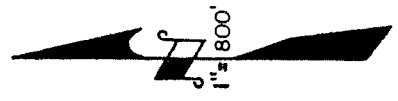
T 44 N R 8 W

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Tax Area Code 69-02

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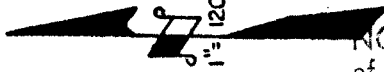
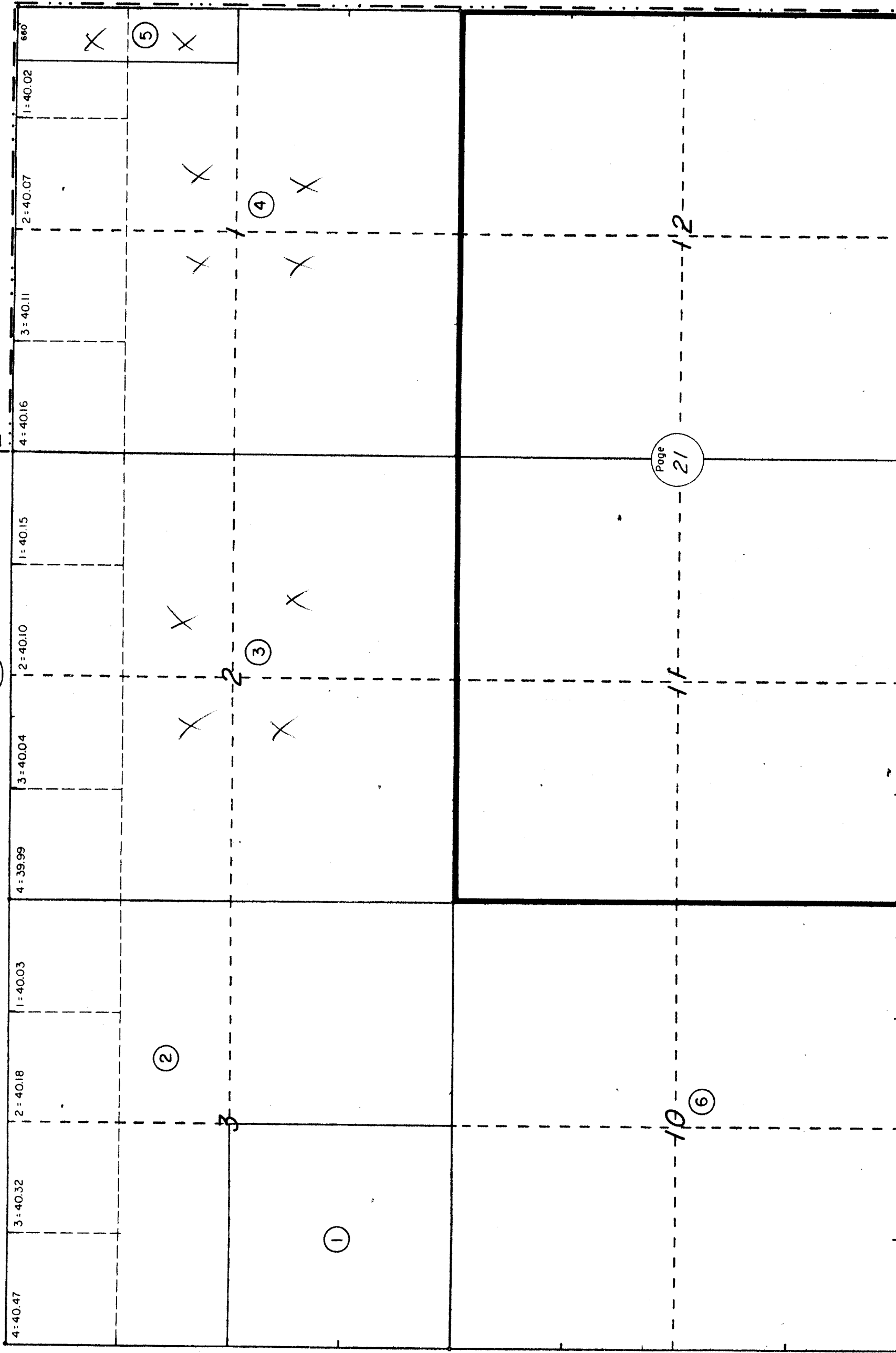


Assessor's Map  
County of Siskiyou, California

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REVENUE AND TAXATION CODE, SECTION 327.

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County of Siskiyou, California

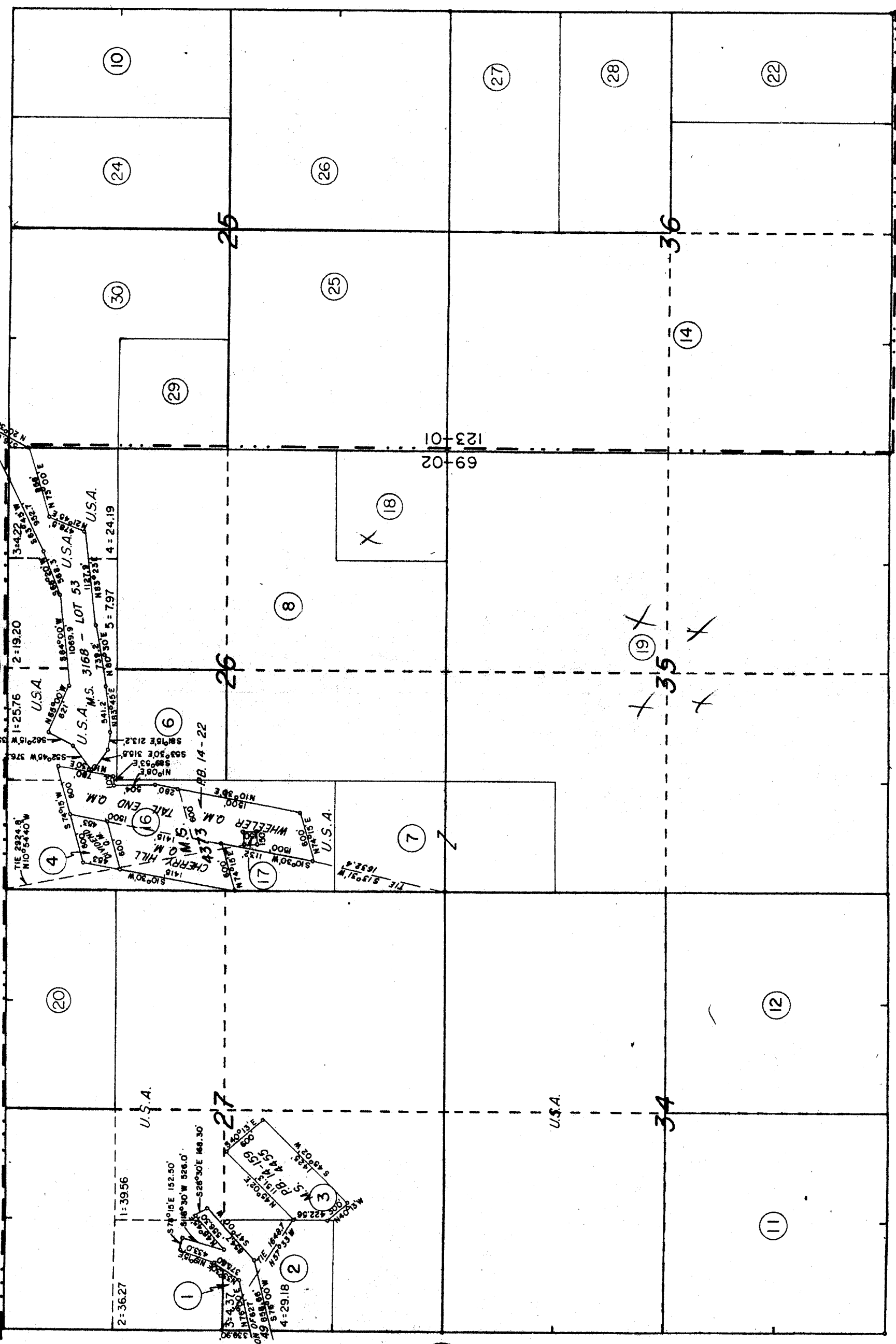
Tax Area Code  
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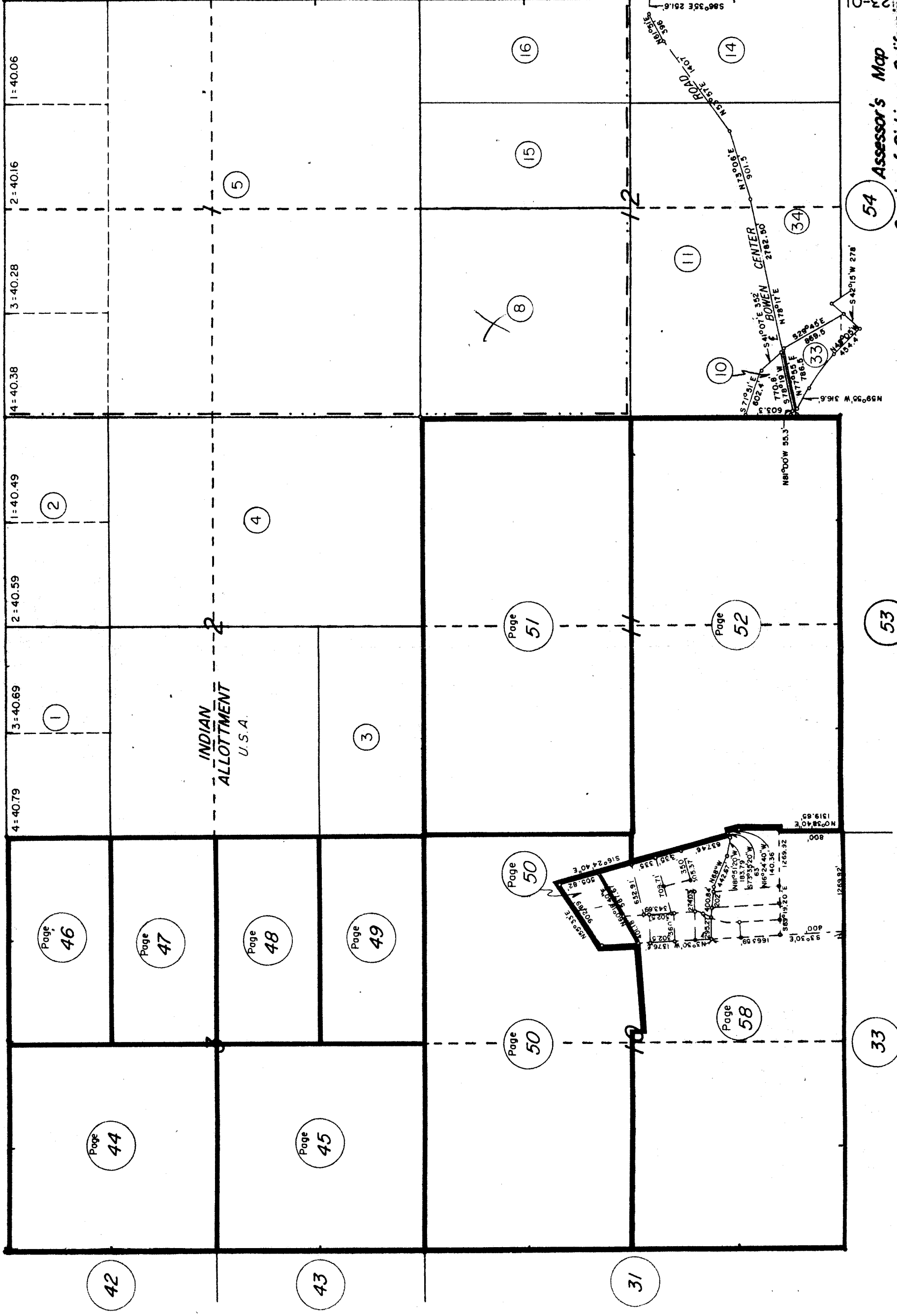
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Assessor's Map  
County of Siskiyou, California

Tax Area Code  
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Book 13

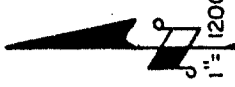


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Assessor's Map  
County of Siskiyou, California

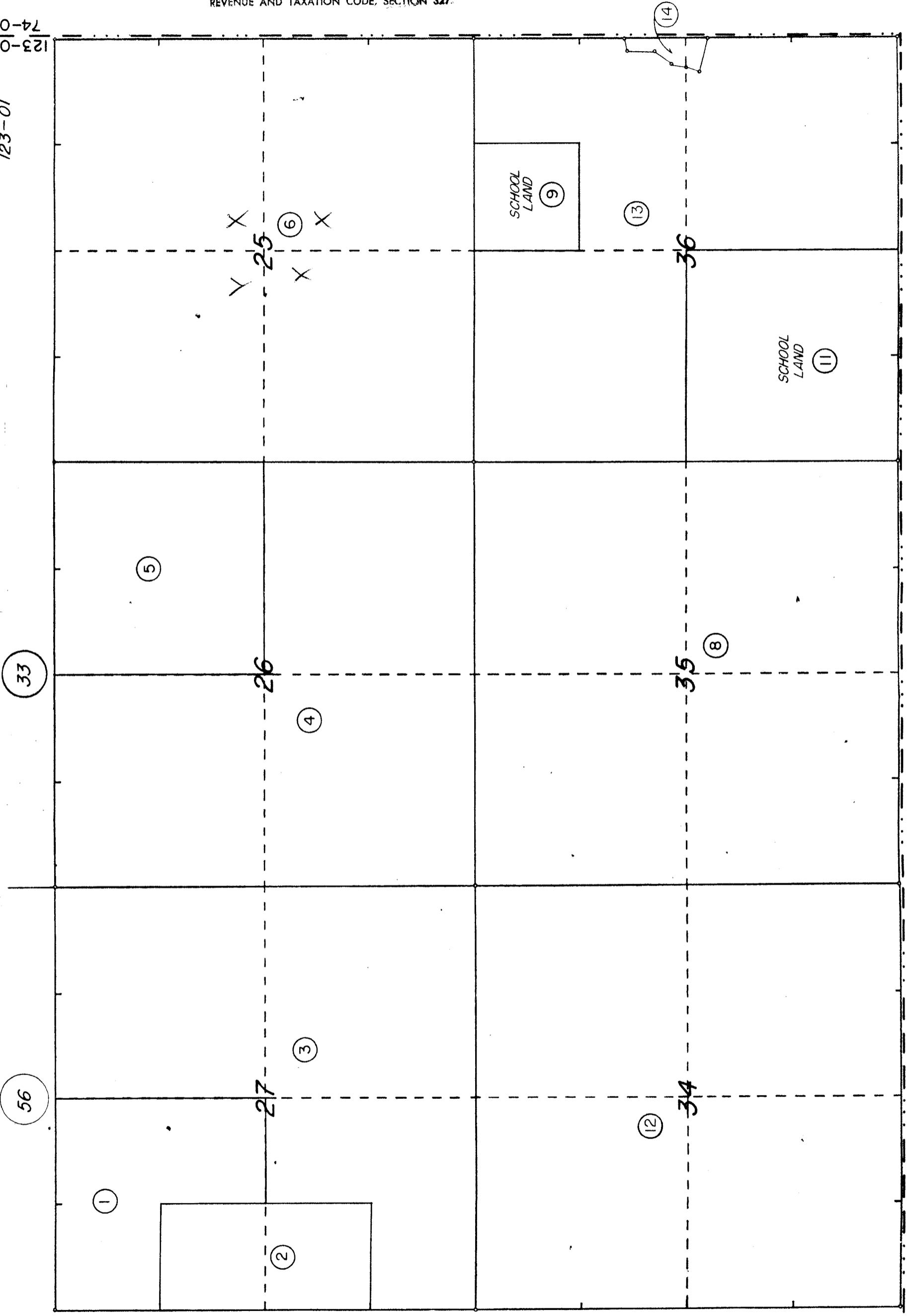


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Tax Area Code  
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123-02  
74-02

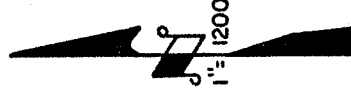
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74-05

Book 22

Assessor's Map  
County of Siskiyou, California



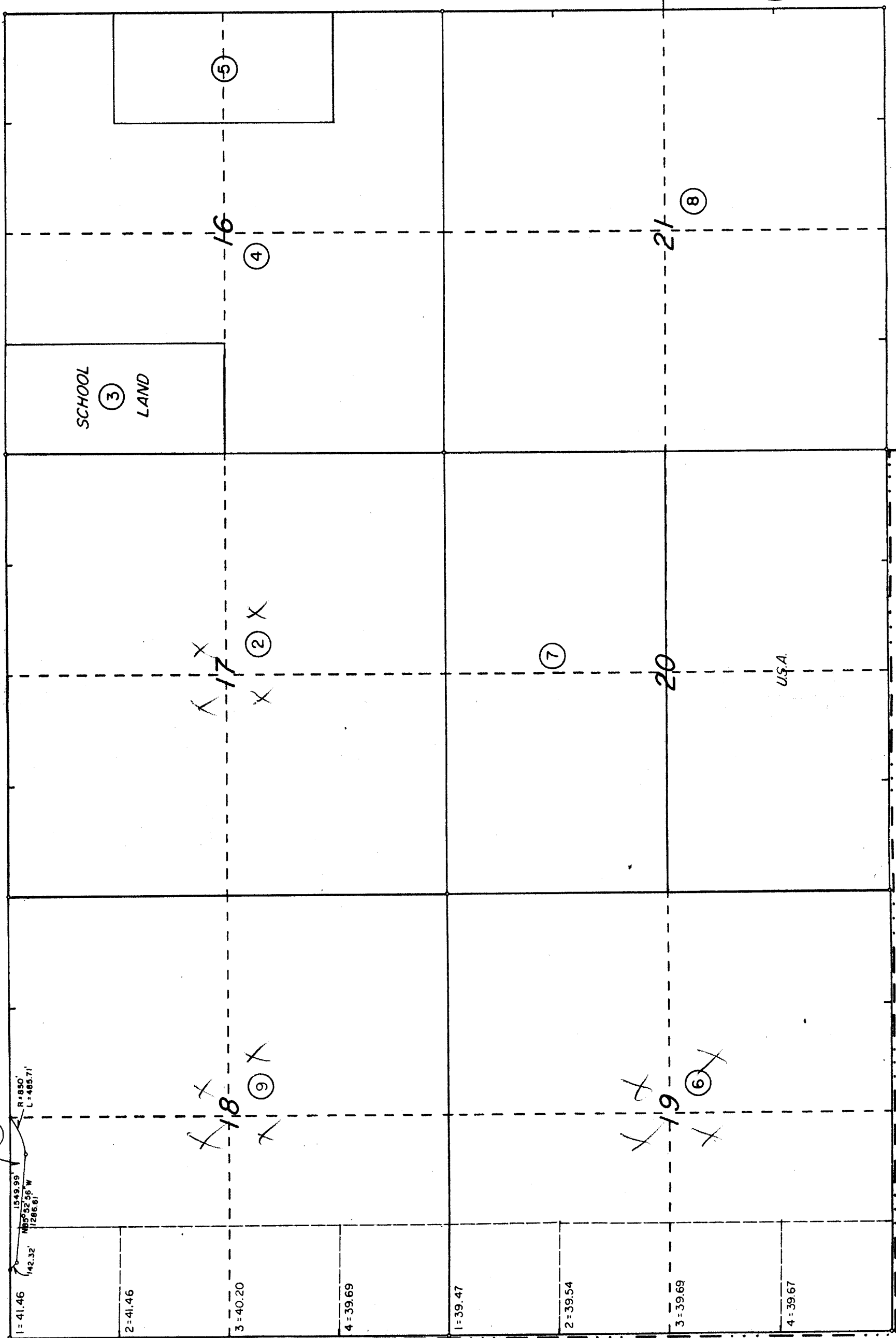
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Tax Area Code 123-01

Assessor's Map County of Siskiyou, California

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Tax Area Code  
123-01

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1-39.19

4-39.32

3-39.82

2-40.30

1-40.80

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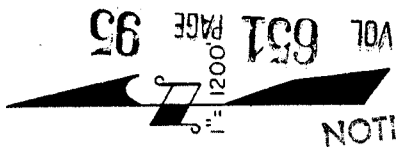
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Tax Area Code  
69-02  
69-05

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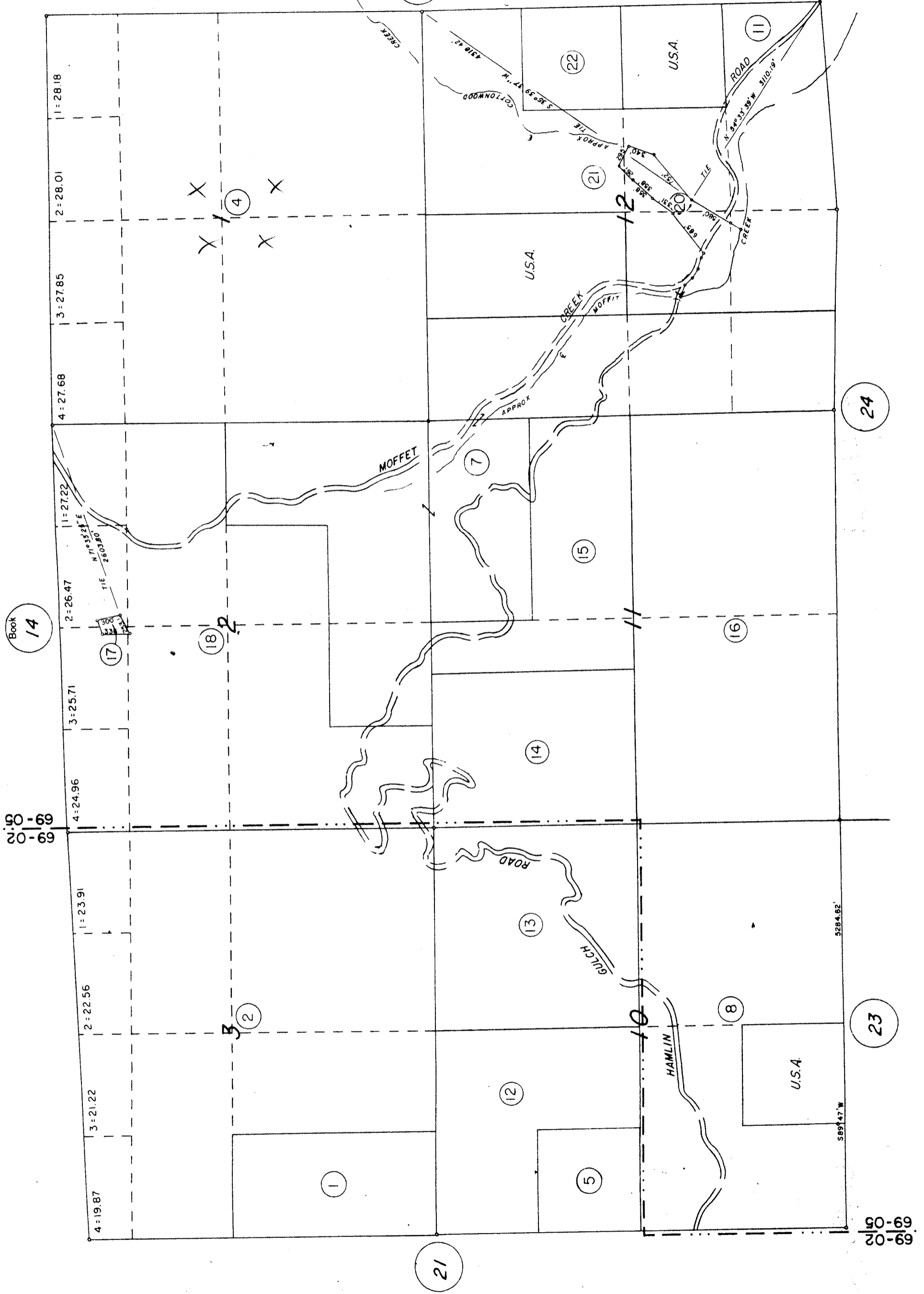


Exhibit J-1

69-02  
20-69

*OK*

TELEPHONE  
842-3581

FRED W. BURTON  
ATTORNEY AT LAW  
OFFICES 300 NORTH MAIN STREET  
P. O. BOX 186  
YREKA, CALIFORNIA 96097

December 16, 1971

County Clerk  
Siskiyou County Court House  
Yreka, California

Re: Agricultural Preserve Contracts

Dear Madam Clerk:

I hand you herewith four applications for Agricultural Preserve Contracts. These all apply to lands operated at Forest House Ranch. The largest ownership consists of 7,134.92 acres owned by the partnership. The undersigned also applies for 400 acres owned by himself as an individual, used in conjunction with the ranch.

Fred W. Burton and Patricia Davidson also apply for 320 acres owned by them as tenants in common. This is land used as a part of Forest House Ranch.

Finally, Barbara Richardson, Lynda See and Timothy Burton apply for 80 acres that they co-own, which is used as a part of the same ranch.

Your consideration is appreciated.

Very truly yours,



FRED W. BURTON

FWB:hlh

Enc.

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

9th day February 1972

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE. (CONT'D)

- Hoellwarth, Orlyn and/or Joyce
- Julien, Edward Hale aka Richard Edward Hale Julien
- Kuck, D. J.
- Kuck, Etta O.
- Lewis, Robert O. and Schaap, Phoebe A.
- Lutz, Ralph
- Machado, Anthony C.
- Machado Ranch Estate
  - Adelaide Machado Lemos
  - Mary Louise DeAvilla
  - Anthony C. Machado
  - Frank H. Machado
- Martin, Brice Cooper and Brice P.
- Makel, Harry and Madeleine
- McKay, Addie
- Nilsson, Claes & Geraldine
- Peters, William & Evelyn
- Peters, William C. and Evelyn W.
- Rainey, Fred A. and Clarence R.
- Ralphs, Walter W., Jr. and Jone W.
- Richardson, Barbara, Lynda See and Timothy Burton
- Robison, Carroll
- Rogers, W. W. (deceased) and Lewis D. Maplesden as Life Tenant
- Sargent, Ethel R.
- Selby, Gene & Alma
- Smith, Richard M.
- Smith-Sawyer, Inc., by Blair Smith
- Stumbaugh, Ronald and Lila
- Thompson, Denzle L. and Alma L.
- Tobias, Quentin J.
- Walters, Larty
- York, Dorman R. and Marita E.
- York, Dorman R. and Marita E.
- Young, Leland H.
- Young, Leland H. and Mildred A.

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

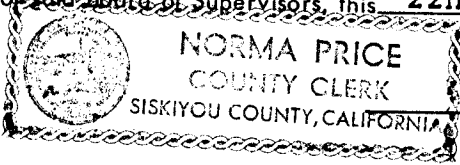
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-9-72

Witness my hand and the seal of said Board of Supervisors, this 22nd day of February, 1972

cc: File  
Recorder



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

By Joanne Kendrick  
Deputy Clerk

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MEMBERS:

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

Board of Supervisors  
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

. Fred W. Burton, et al  
. Forest House Ranch  
. P.O. Box 186  
Yreka, California

Dear

Mr. Burton:

Your Land Conservation Contract entered into  
with the County of Siskiyou effective February 9,  
1972, was recorded February 25, 1972, Vol. 651,  
Page 62, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By Joanne Kendrick  
Deputy