

# Staff Report

Submission Date: May 13, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: The Nielson APA-23-05, Williamson Act Contract No. 74008, 76012, 80001, 88003 and 88004, Application to rescind their property from the existing contracts and reissue a single contract consisting solely of their property and to reflect the proposed parcel merger through Boundary Line Adjustment (BLA-24-05).

Location: The project site is located south of the community of Grenada on APN's 022-230-140, 022-230-270, 022-230-390, 022-190-080, 022-190-180, 022-200-440, 022-230-070, 022-230-180, 022-230-240, 022-230-380, 022-230-470, 022-230-480, 022-410-140, 022-270-080, 022-270-110, 022-270-120, 022-300-050, 022-300-060, 022-230-130, 022-430-080, 022-230-210, 022-240-080, 022-240-140, 022-240-200, 022-240-210, 022-240-220, 022-240-230, 022-260-010, 022-450-040, 022-460-090, 022-460-110, 022-460-150, 022-460-160, 022-470-050, 022-470-080, 022-470-090, 022-480-090, 022-240-270, 022-240-250 and 022-240-260, Township 43N, Range 6W, Sections 2, 3, 10, 11, 14, 15, 22, 23, 24, 34, 35, 36 & 39 MDBM.

Exhibits:

- A.** Map of property under existing contract No. 74008
- B.** Map of property under existing contract No. 76012
- C.** Map of property under existing contract No. 80001
- D.** Map of property under existing contract No. 88003
- E.** Map of property under existing contract No. 88004
- F.** Location Map
- G.** Zoning Map
- H.** Map Showing Property Not Within an Ag. Preserve
- I.** Boundary Line Adjustment Exhibit Map
- J.** Williamson Act Contract Amendment Questionnaire
- K.** Existing Contract and Establishment of Agricultural Preserve
  - K-1. Contract No. 74008
  - K-2. Contract No. 76012
  - K-3. Contract No. 80001
  - K-4. Contract No. 88003
  - K-5. Contract No. 88004

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## Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 5288.36 acres which is currently under 5 separate contracts, two of which have multiple property owners.

During the initial project review, it was found that one parcel does not meet the minimum requirements as at 21 acres, it is substandard in size. In response to this discovery, the applicant has submitted a boundary line adjustment application to merge the substandard parcel with an adjacent parcel, creating one 257-acre parcel. Additionally, it was found that only 80 acres of a 117.1-acre parcel is under contract (Exhibit H). When the property was initially approved to be included in an Agricultural Preserve and subsequent Williamson Act Contract, 40 acres of this parcel was excluded.

The project applicant did not propose to increase or decrease the acreage within Agricultural Preserve. However, due to 37.1 acres of a legal parcel not being within a preserve, this issue should be addressed.

### **Existing Parcels**

- 022-230-380 is a 21-acre parcel that was originally created as a part of Patent No 71436, which was later modified by Waiver 1023-385, which left the 21-acre remainder parcel.
- An 80-acre portion of APN 022-240-270 with APNs 022-240-250 and 022-240-260, is a separate legal parcel as it was originally created by Grant Deed, as Recorded on September 20, 1907, Siskiyou County Records in Book 75 at Page 263. This parcel was subsequently modified when a portion was transferred for County Road and State Highway development.
- All remaining parcels proposed as part of this project consist of legal parcels, each of which is 40-acres or larger in size. Each parcel was created prior to the Subdivision Map Act and in compliance with County Subdivision Ordinance effective at the time of parcel creation.

### **Parcel History**

#### **Williamson Act Contracts**

- 609 acres of the subject property is a portion of Williamson Act Contract No. 74008 (Clerk's No. 203) as recorded on February 25, 1974, the Siskiyou County Records in Volume 704 at Page 421.
- 1060.39 acres of the subject property is a portion of Williamson Act Contract No. 76012 (Clerk's No. 267) as recorded on February 17, 1976, the Siskiyou County Records in Volume 749 at Page 834.
- 2753.77 acres of the subject property is a portion of Williamson Act Contract No. 80001 (Clerk's No. 368) as recorded on January 18, 1980, the Siskiyou County Records in Volume 879 at Page 522.
- 600 acres of the subject property is a portion of Williamson Act Contract No. 88003 (Clerk's No. 418) as recorded on December 22, 1987, the Siskiyou County Records as Document No. 87014883.
- 265.2 acres of the subject property is a portion of Williamson Act Contract No. 88004 (Clerk's No. 417) as recorded on December 22, 1987, the Siskiyou County Records as Document No. 87014882.

#### **Agricultural Preserves**

- 609 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 356, Book 5, adopted on February 9, 1972.
- 1060.39 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 30, Book 7, adopted on February 10, 1976.
- 2753.77 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 127, Book 9, adopted on January 8, 1980.
- 865.2 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 87-325A, adopted on December 8, 1987.

## Analysis

### Preserve Requirements

#### **Preserve Size**

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

*The existing Agricultural Preserves are comprised of non-contiguous properties that are also not owned in common, making the preserve nonconforming with the current guidelines. The existing preserves should be amended removing the subject parcels and an Agricultural Preserve created, consisting of only the subject parcels. Together the subject property qualifies for an Agricultural Preserve even though not all parcels are contiguous, they are however owned in common, therefore meeting this requirement.*

*Also, because this project includes a legal parcel that has a portion (37.10 acres, approximately 0.007% of the proposed resultant preserve) that is not within an Agricultural Preserve, staff would recommend the inclusion of the 5325.46 acres to be considered not a significant increase. This would allow the entire legal parcel into the Agricultural Preserve and to be included in the proposed new contract.*

#### **Soils Class**

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

*The majority of soil types are Class V and VI. Considering the substantial acreage of the project, it greatly exceeds the 40-acres of Class I or II equivalent soils required.*

### Contract Requirements

#### **Zoning**

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

*All property proposed to be part of the preserve is zoned Prime Agricultural and Non-Prime Agricultural, as shown on the zoning map (Exhibit C).*

#### **Minimum Parcel Size**

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

*All parcels proposed as part of the project exceed the 40-acre minimum size, with the exception of APN 022-230-380. However, this will be corrected by the proposed parcel merger (BLA-24-05).*

#### **Agricultural Production Uses**

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

*The entirety of the 5325.46-acre subject property has been used for and continues to be used for Rangeland and pasture for livestock production and forage for commercial beef cattle. The only area not accessed by cattle for grazing is the residential areas described below (Compatible Uses).*

### **Compatible Uses**

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

### **Residential Uses**

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

*The property is developed with five residential structures. The owner has indicated that two of the homes are uninhabitable. The remaining homes are lived in by family members that work on the ranch.*

### **Boundary Line Adjustment Findings**

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

#### **Williamson Act Findings – Government Code Section 51257**

1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
2. No net decrease in the amount of restricted land will result from BLA2405.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcel will be 257 acres, which exceeds the 40-acre minimum required.
5. The BLA associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The BLA associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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

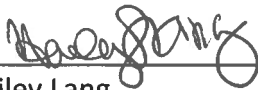
## Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and Government Code Section 51257.

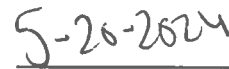
The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserves to remove the subject property and create a new preserve consisting of the subject property, including 37.1 acres not previously within an Agricultural Preserve. Also, adopt a resolution rescinding the 5288.36 acres from the existing contracts and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use of Rangeland and Pasture for livestock production and forage, as proposed with the addition of 37.1 acres not previously encumbered by Williamson Act Contract.

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 May 13, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

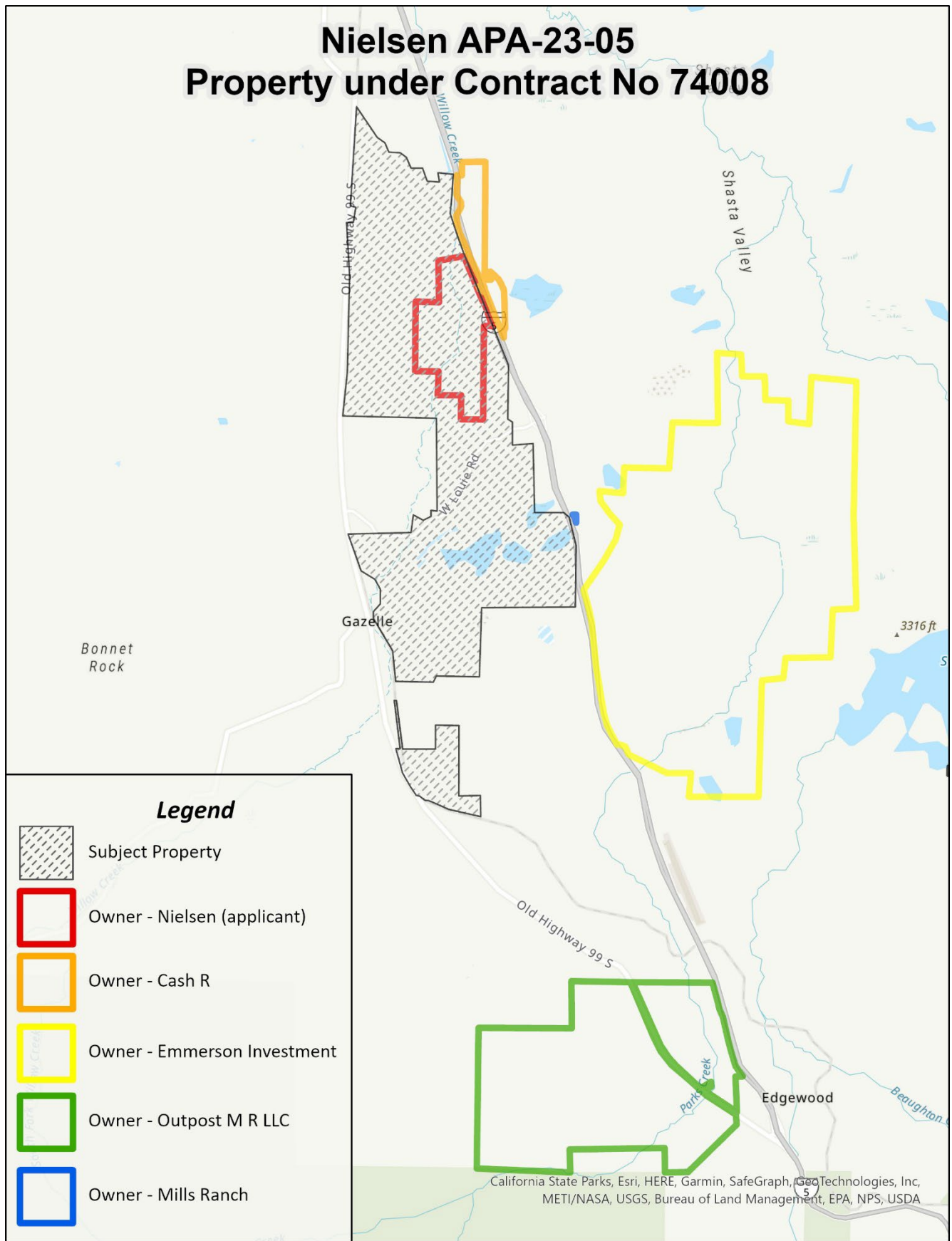


Exhibit A

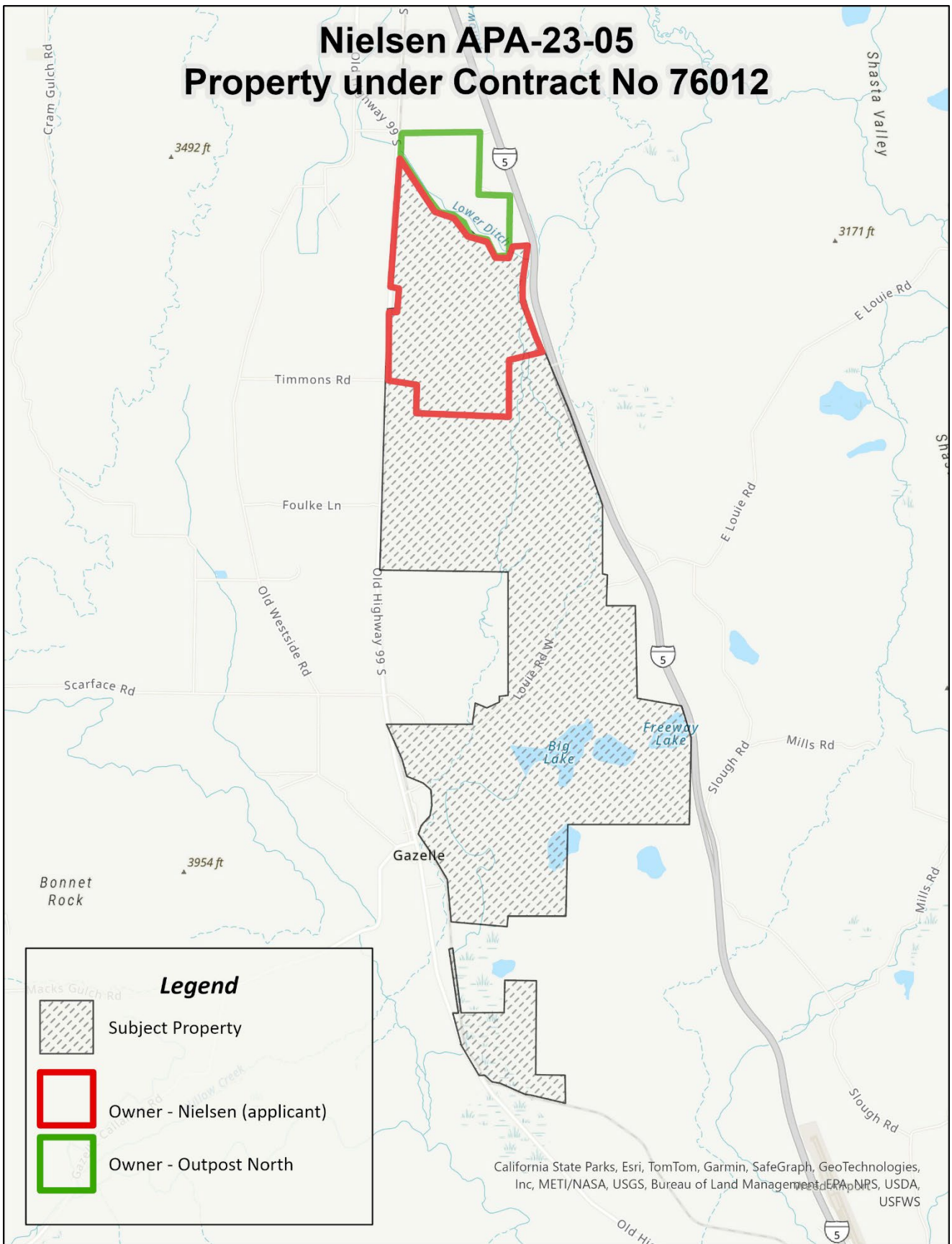


Exhibit B

# Nielsen APA-23-05 Property under Contract No 80001

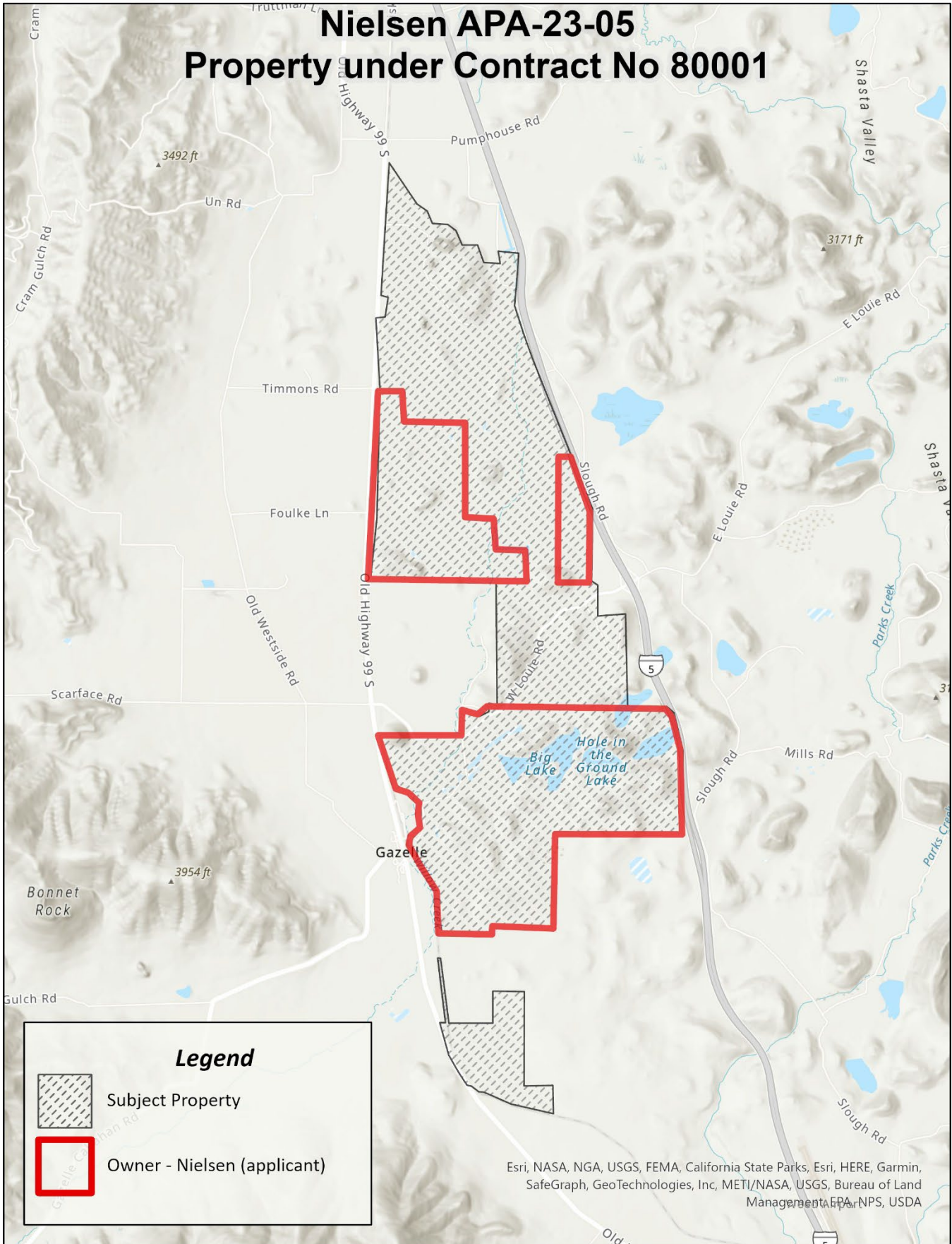


Exhibit C



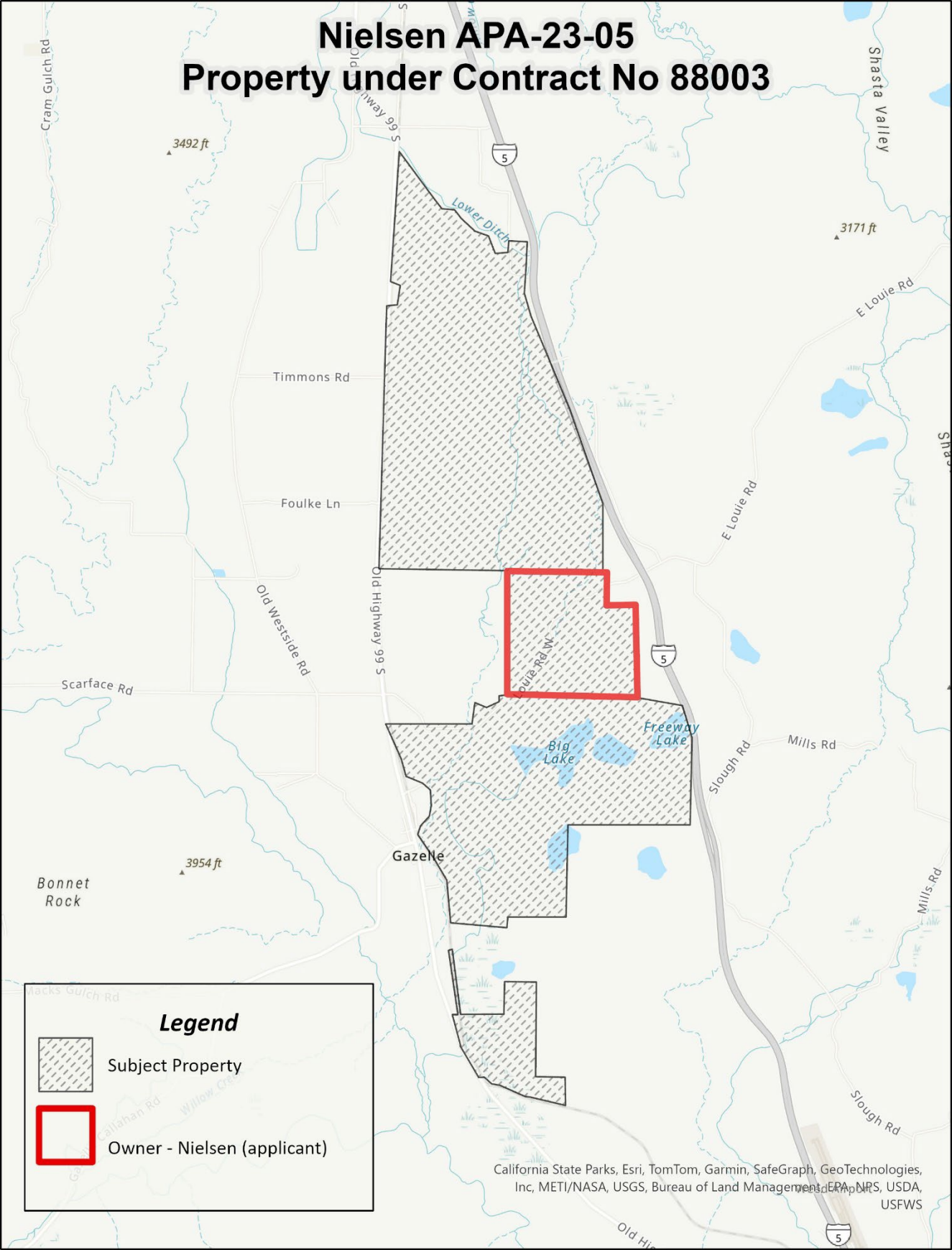


Exhibit D

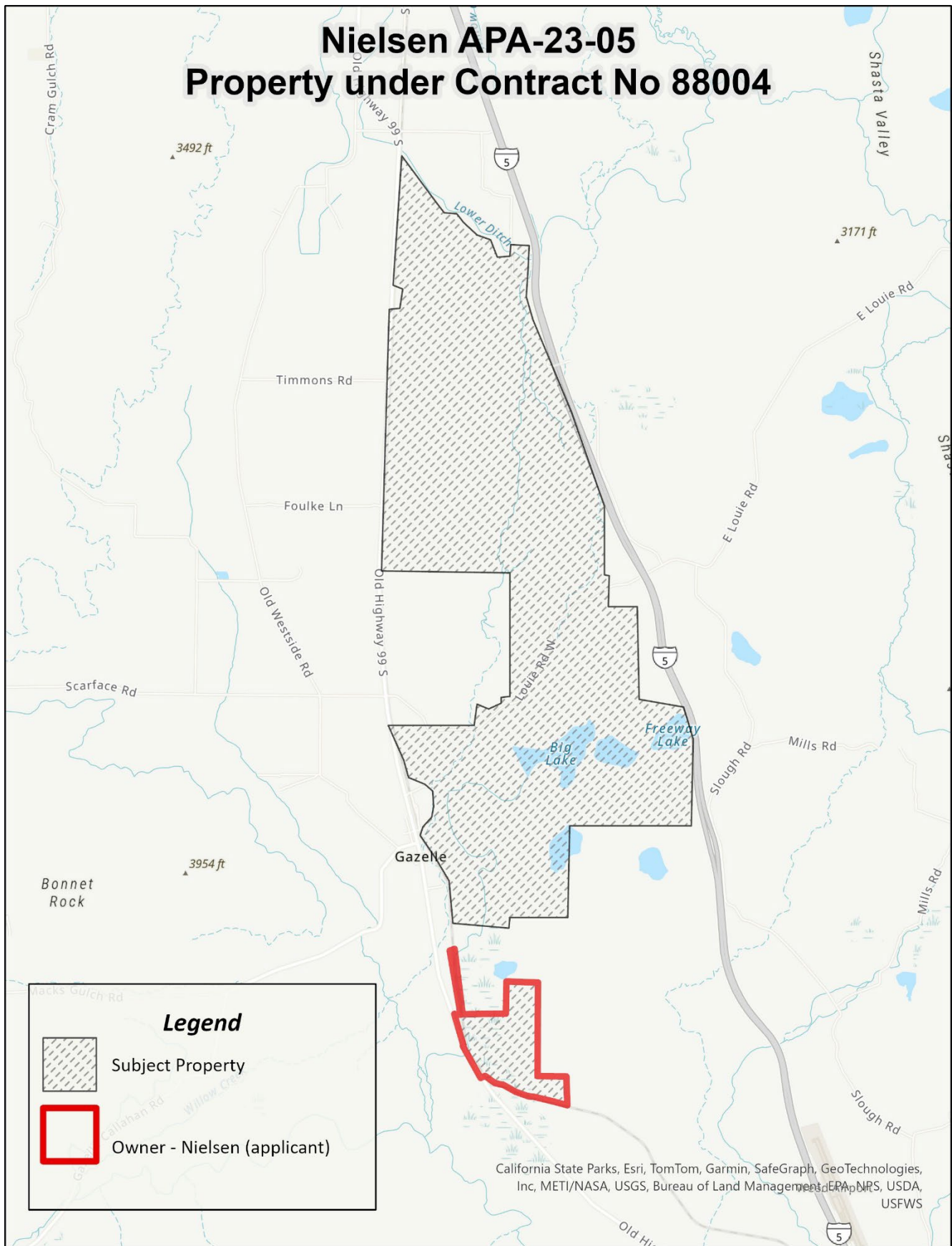


Exhibit E

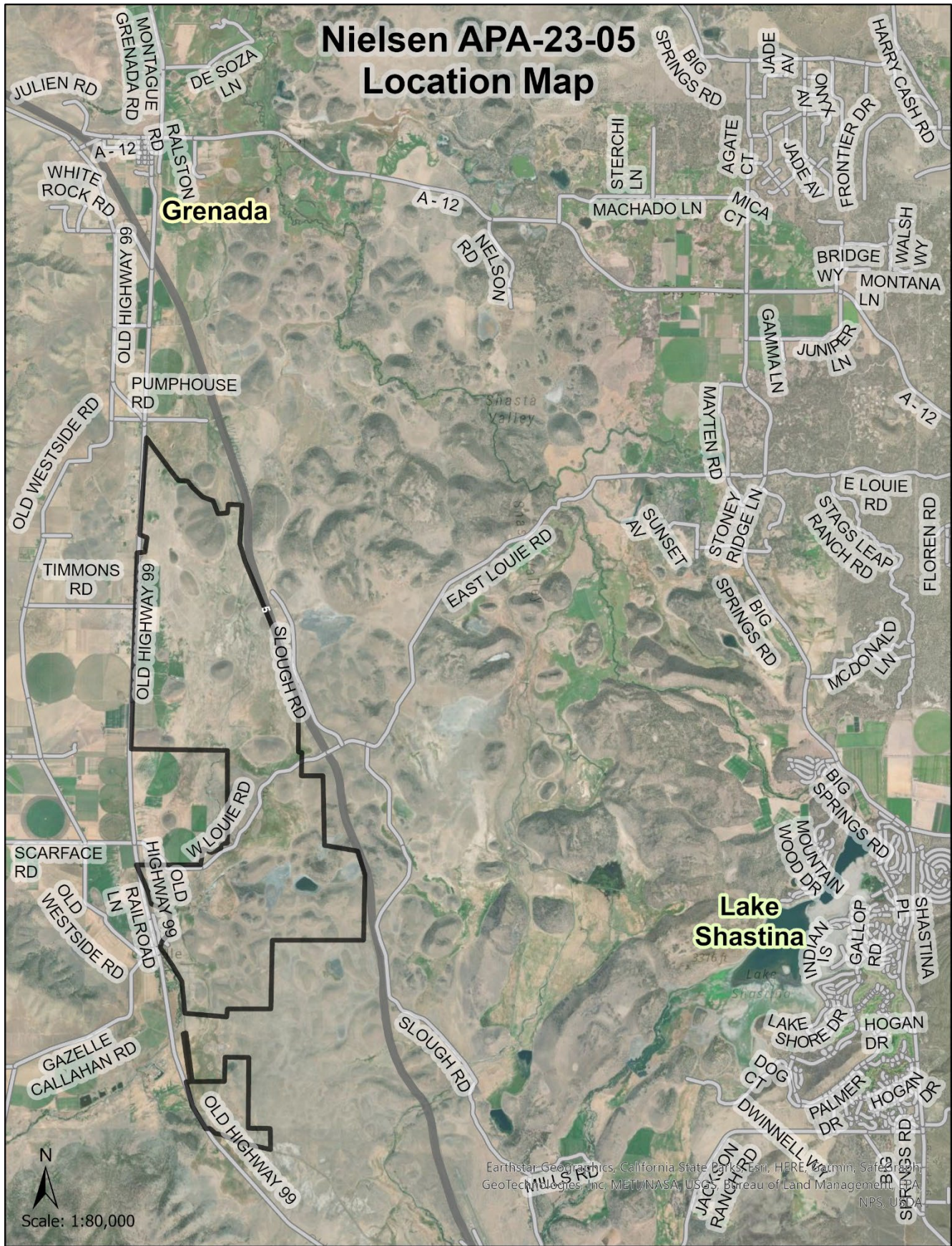


Exhibit F

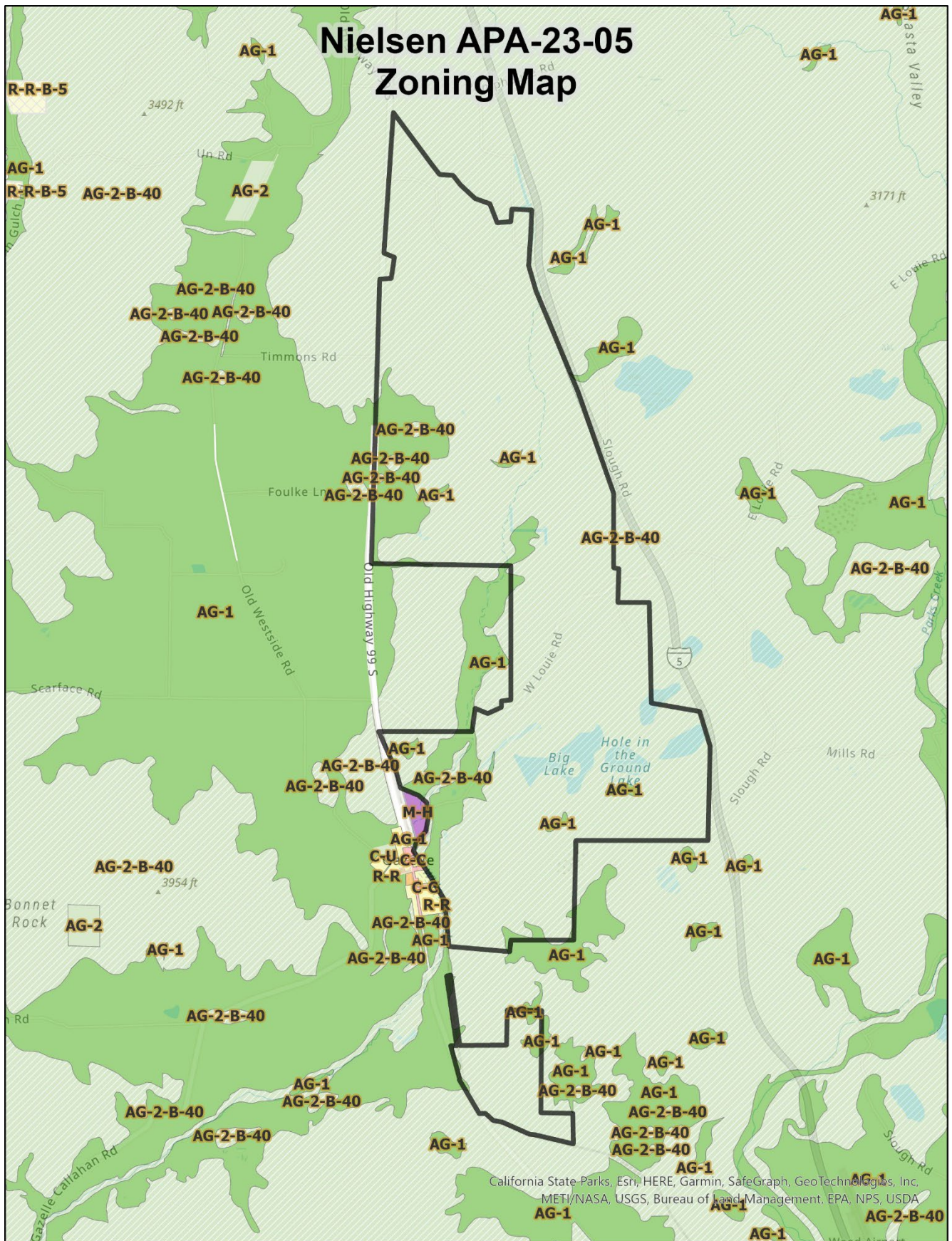


Exhibit G

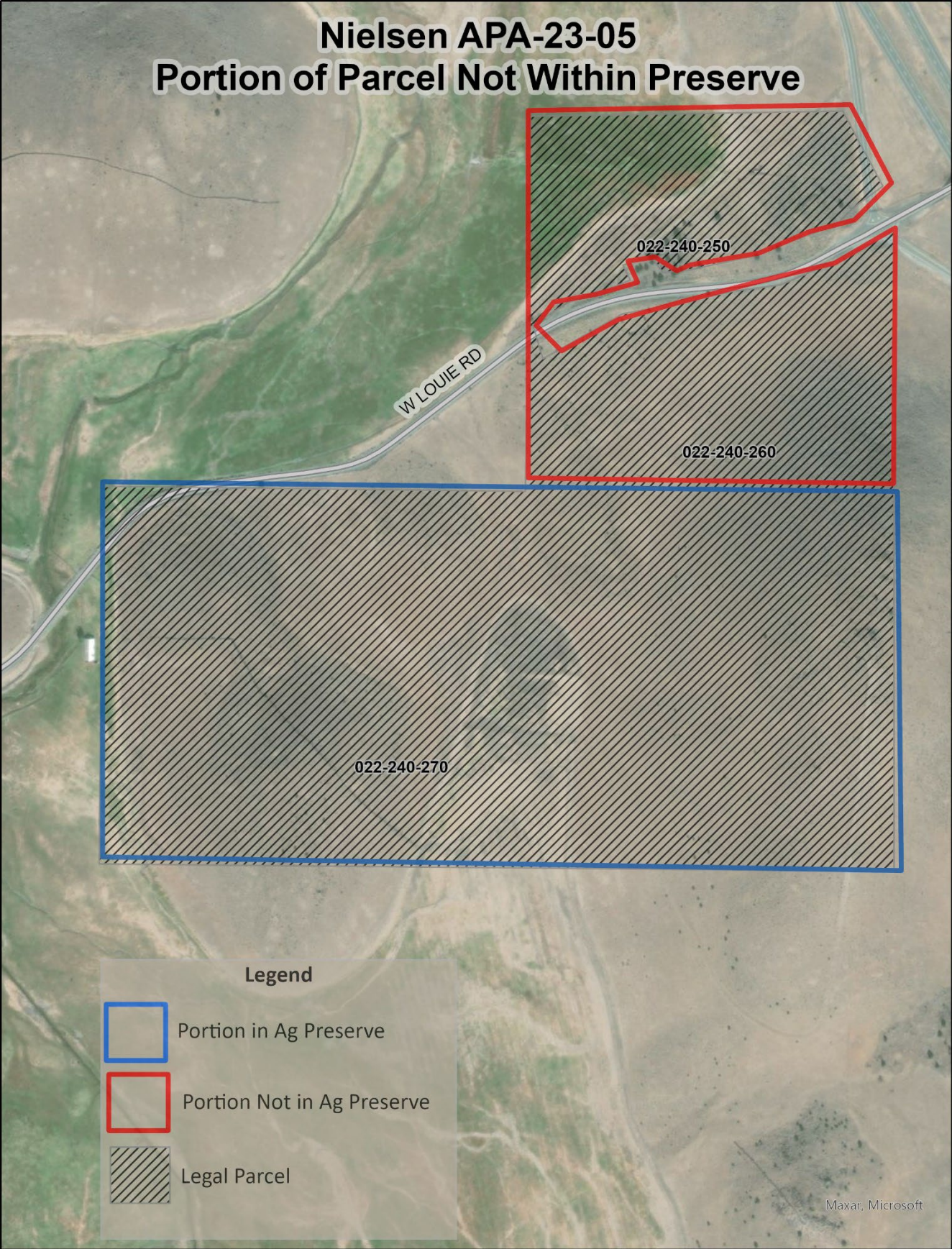
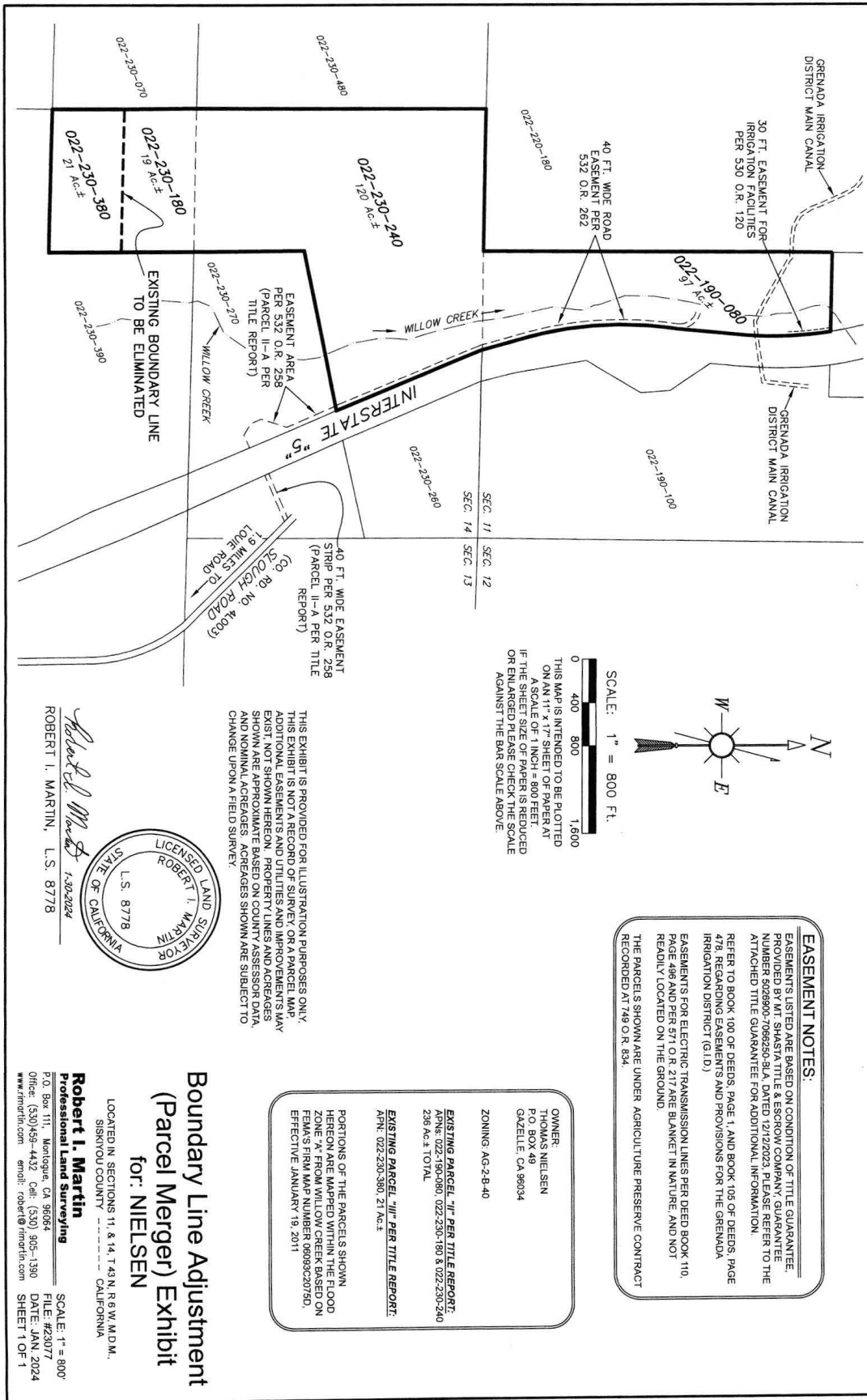


Exhibit H



THIS EXHIBIT IS PROVIDED FOR ILLUSTRATION PURPOSES ONLY. THIS EXHIBIT IS NOT A RECORD OF SURVEY OR A PARCEL MAP. ADDITIONAL EASEMENTS AND UTILITIES AND IMPROVEMENTS MAY EXIST NOT SHOWN HEREON. PROPERTY LINES AND ACRESSES SHOWN ARE APPROXIMATE BASED ON COUNTY ASSESSOR DATA, AND NOMINAL ACRESSES. ACRESSES SHOWN ARE SUBJECT TO CHANGE UPON A FIELD SURVEY.

ROBERT I. MARTIN, L.S. 8778



**Boundary Line Adjustment  
 (Parcel Merger) Exhibit  
 for: NIELSEN**

LOCATED IN SECTIONS 11, & 14, T.43 N. R.6 W. M.D.M.,  
 SISKIYOU COUNTY, CALIFORNIA

**Robert I. Martin**  
 Professional Land Surveying

P.O. Box 111, Mantoloking, CA 96064  
 Office: (530)459-4432 Cell: (530) 905-1390  
 www.rimartin.com email: robert@rimartin.com

SCALE: 1" = 800'  
 FILE: #23077  
 DATE: JAN. 2024  
 SHEET 1 OF 1

**EXISTING PARCEL "I" PER TITLE REPORT:**  
 APNs: 022-190-090, 022-230-180 & 022-230-240  
 236 Ac± TOTAL

**EXISTING PARCEL "II" PER TITLE REPORT:**  
 APN: 022-230-390, 21 Ac±

PORTIONS OF THE PARCELS SHOWN  
 HEREON ARE MAPPED WITHIN THE FLOOD  
 ZONE "A" FROM WILLOW CREEK BASED ON  
 FEMA'S FIRM MAP NUMBER 060932C075D,  
 EFFECTIVE JANUARY 19, 2011

**EASEMENT NOTES:**

EASEMENTS LISTED ARE BASED ON CONDITION OF TITLE GUARANTEE PROVIDED BY MT. SHASTA TITLE & ESCROW COMPANY, GUARANTEE NUMBER 902890-708250-32A, DATED 12/21/2023. PLEASE REFER TO THE ATTACHED TITLE GUARANTEE FOR ADDITIONAL INFORMATION.

REFER TO BOOK 100 OF DEEDS, PAGE 1, AND BOOK 105 OF DEEDS, PAGE 472, REGARDING EASEMENTS AND PROVISIONS FOR THE GRENADA IRRIGATION DISTRICT (G.I.D.)

EASEMENTS FOR ELECTRIC TRANSMISSION LINES PER DEED BOOK 110, PAGE 498 AND PER 571 O.R. 217 ARE BLANKET IN NATURE AND NOT READILY LOCATED ON THE GROUND.

THE PARCEL IS SHOWN ARE UNDER AGRICULTURE PRESERVE CONTRACT RECORDED AT 749 O.R. 634.

Exhibit I

**Williamson Act Contract Amendment Questionnaire**

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

Owner's name: Thomas Nielsen

Address: PO Box 49, Gazelle, CA 96034

Parcel Numbers: Please see Attachment A

How long have you owned this land? \_\_\_\_\_

**Type of Agricultural Use:**

Dry pasture acreage 4,370.36

Irrigated pasture acreage 655

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

Field crop <sup>acreage</sup> average 263 Crops grown Alfalfa/Grain Hay Production per acre 4 ton

Type of irrigation (pivot line, ditch, etc.) Ditch/Flood for pasture & wheeline for Field crop

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

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

**Other Income:**

~~Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres~~

~~Fishing rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres~~

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

~~Quarrying \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_~~

~~Other \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_~~

~~Other \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_~~

**Land Leased to Others**

~~Name of owner \_\_\_\_\_ Number of acres \_\_\_\_\_~~

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

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

~~Share cropped with others: Crop \_\_\_\_\_ Percent to owner \_\_\_\_\_ Acres \_\_\_\_\_~~

~~List expenses paid by landowner \_\_\_\_\_~~



**Certification**

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

Signed Tom Nelson Date 3/26-23

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

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

**Planning Staff Comments Below**

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

Name of City: \_\_\_\_\_

Present Zoning \_\_\_\_\_





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 25 9 22 AM '74  
O. R. Vol. 704 Page 421

*[Signature]*

RECORDER FEE \$ NO CHARGE

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on January 30, 1974, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

Section 9. CANCELLATION. (a) This Contract may be 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:

PASTURE	22-230-390	193.
	22-230-400	47.8
22-230-260	22-230-420	7.
22-230-270	22-240-160	1.1
22-230-290	22-230-230	2.5
	22-230-140	360.
	22-190-100	122.5
	20-150-011	541.
	20-150-021	93
	20-150-030	14.
	20-150-080	329.
	20-150-091	36.
	20-150-100	37.
	20-160-011	283.
	20-160-020	58.
	20-160-030	14.
	20-160-050	51.
	20-160-080	473.
	<del>21-130-021</del>	Not in AGP
	22-310-060	160
	22-310-070	160.
	22-310-101	640.
20	(22) - 030 - 070	240.
	20-030-090	160.
	20-060-040	390.
	20-060-050	440.
	20-060-060	640
	20-060-080	450.
	20-060-090	400.
	20-060-100	240.
	20-060-110	640.
	20-080-030	642.
	<del>20-080-040</del>	600.
	20-080-090	

40 24 N-T 1  
 21 5 11  
 120 24 N-T 110  
 400  
 33

SEE EXHIBIT "B"

EXHIBIT B

PASTURE		20 - 080 - 180	437.2
"	"	20 - 080 - 210	.1
"	"	20 - 080 - 220	104.3
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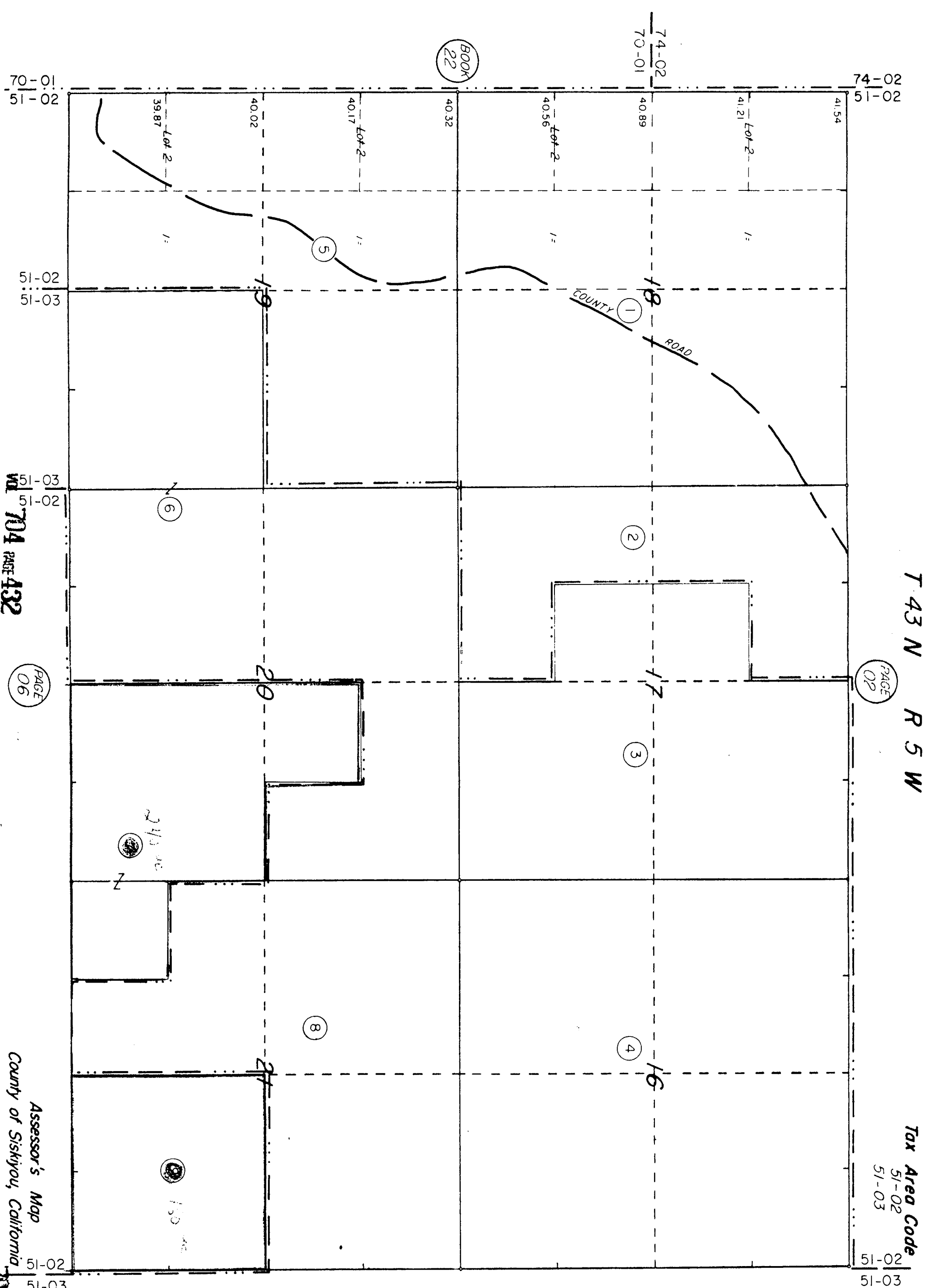
*does not own*

IN A-P 9509.5

OUTLET A-P 193.0

TOTAL 9702.5





BOOK  
22

74-02  
51-02

70-01  
51-02

T 43 N  
R 5 W

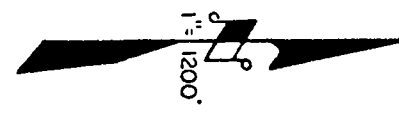
Tax Area Code  
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Assessor's Map  
County of Siskiyou, California

20-03



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Exhibit K-1

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The map number, parcel number or code number, may be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 207.

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BOOK 22

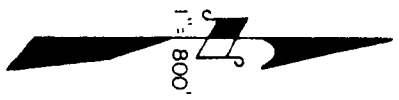
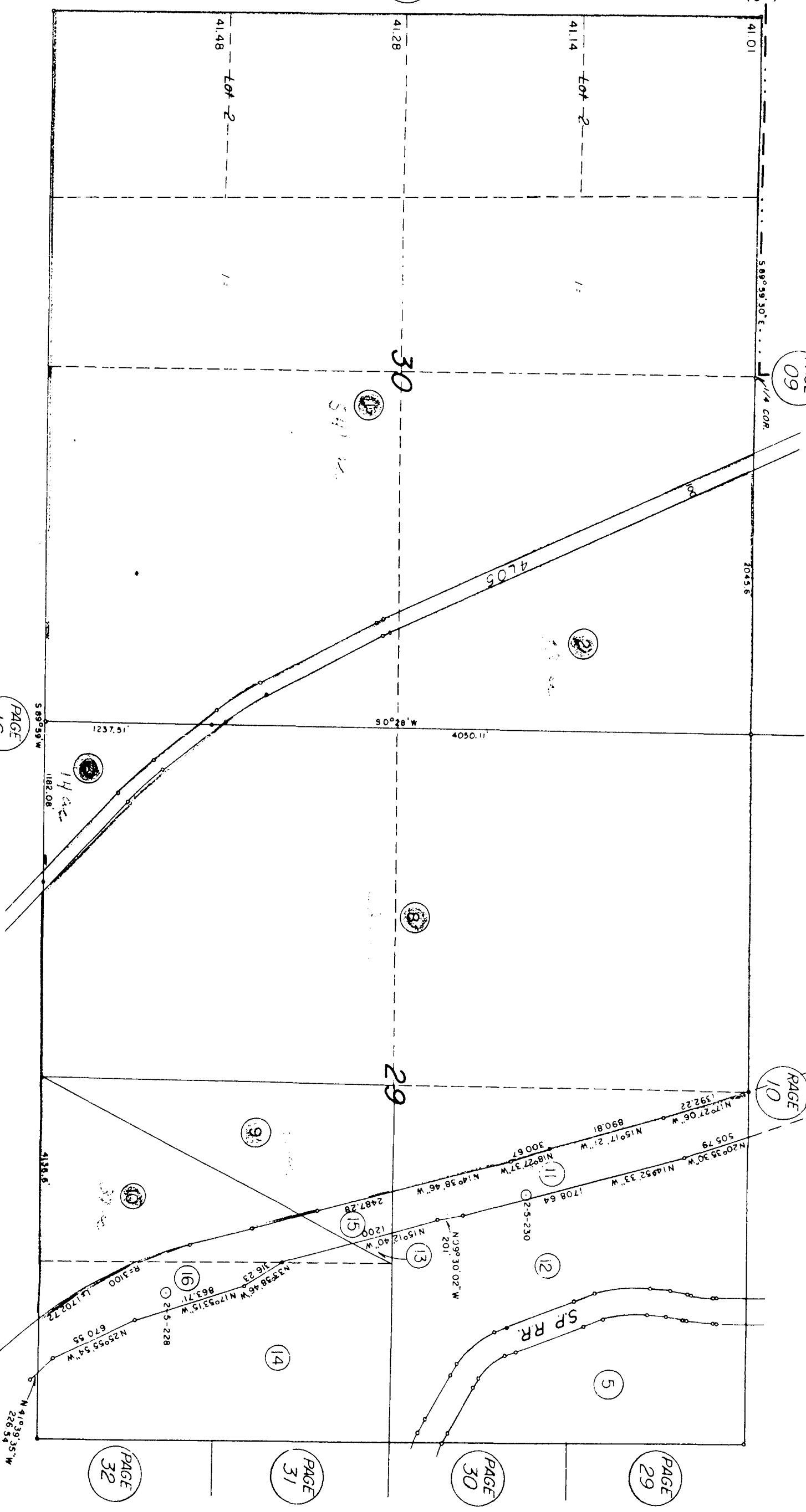


Exhibit K-1

NOTICE: This map page is from  
 of the Recorder of Deeds, County of  
 number of parcel number or  
 NOT be used in any deed or  
 REVENUE AND TAXATION CODE, SECTION 327.

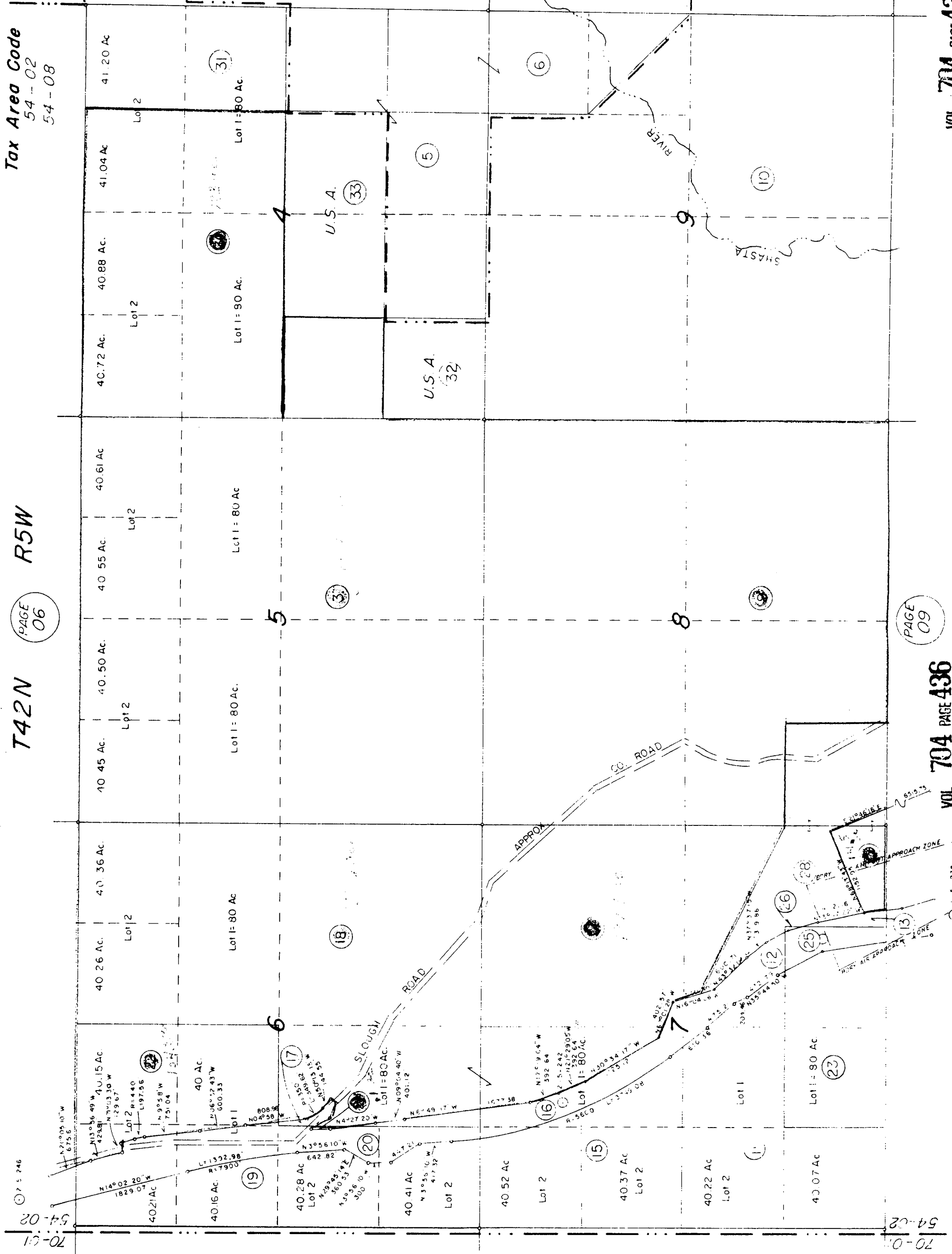
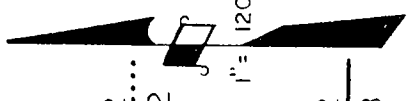
Vol 704 pg 438

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Tax Area Code  
54-02  
54-08

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This map page is from the official map of Shasta County, California, published by the State Engineer and Taxation Code, Section 227.

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51-02

51-02  
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51-02

51-02  
51-03

T 43 N  
R 5 W

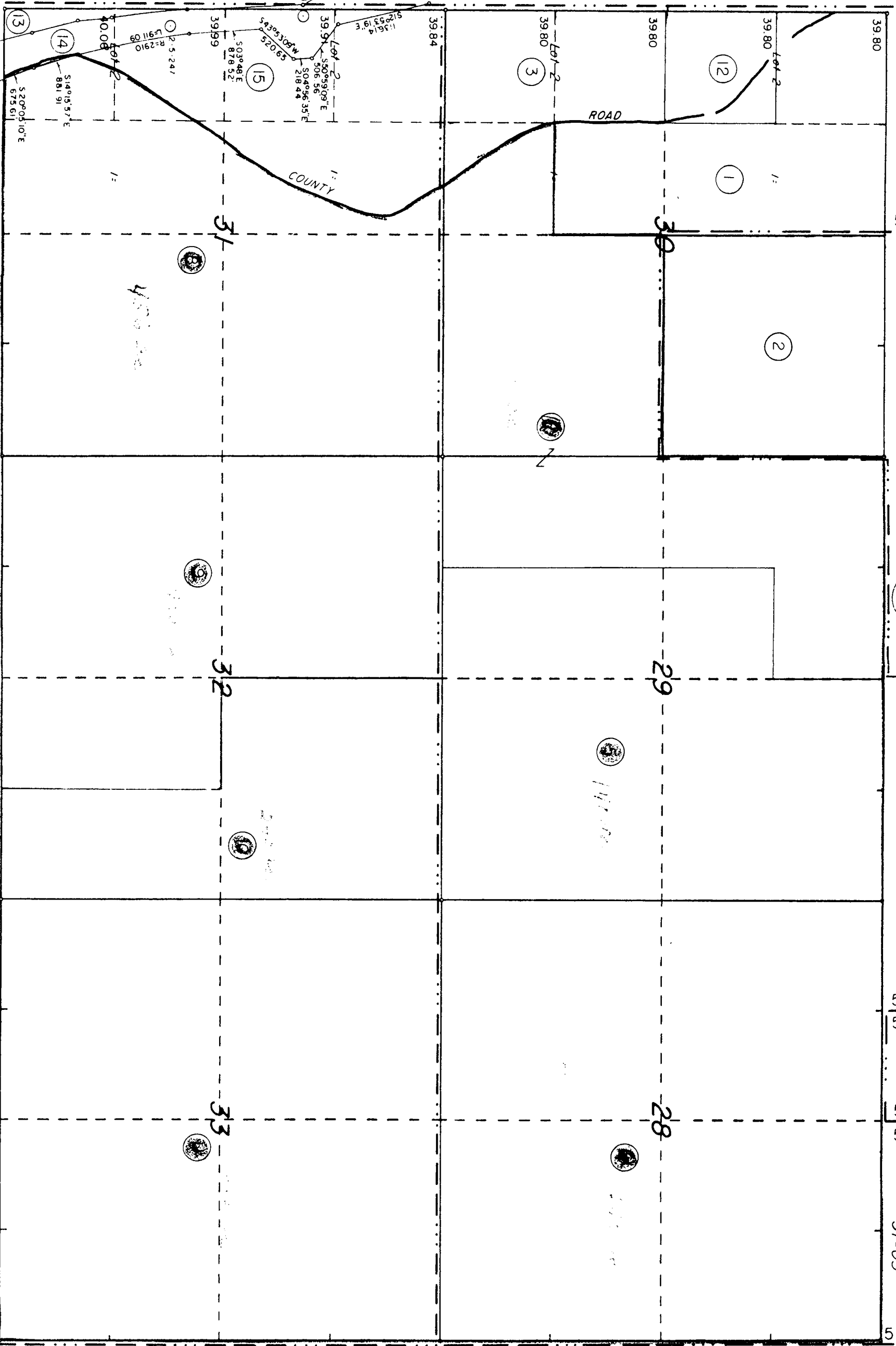
Tax Area Code  
51-02  
54-02  
51-03

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NOTICE: This map page is from the office of the Assessor of Siskiyou County. This page contains parcel number or code number, and is not to be used in any Deed or Conveyance. See the Assessor's Map and Taxation Code, SECTION 227.

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Assessor's Map  
County of Siskiyou, California

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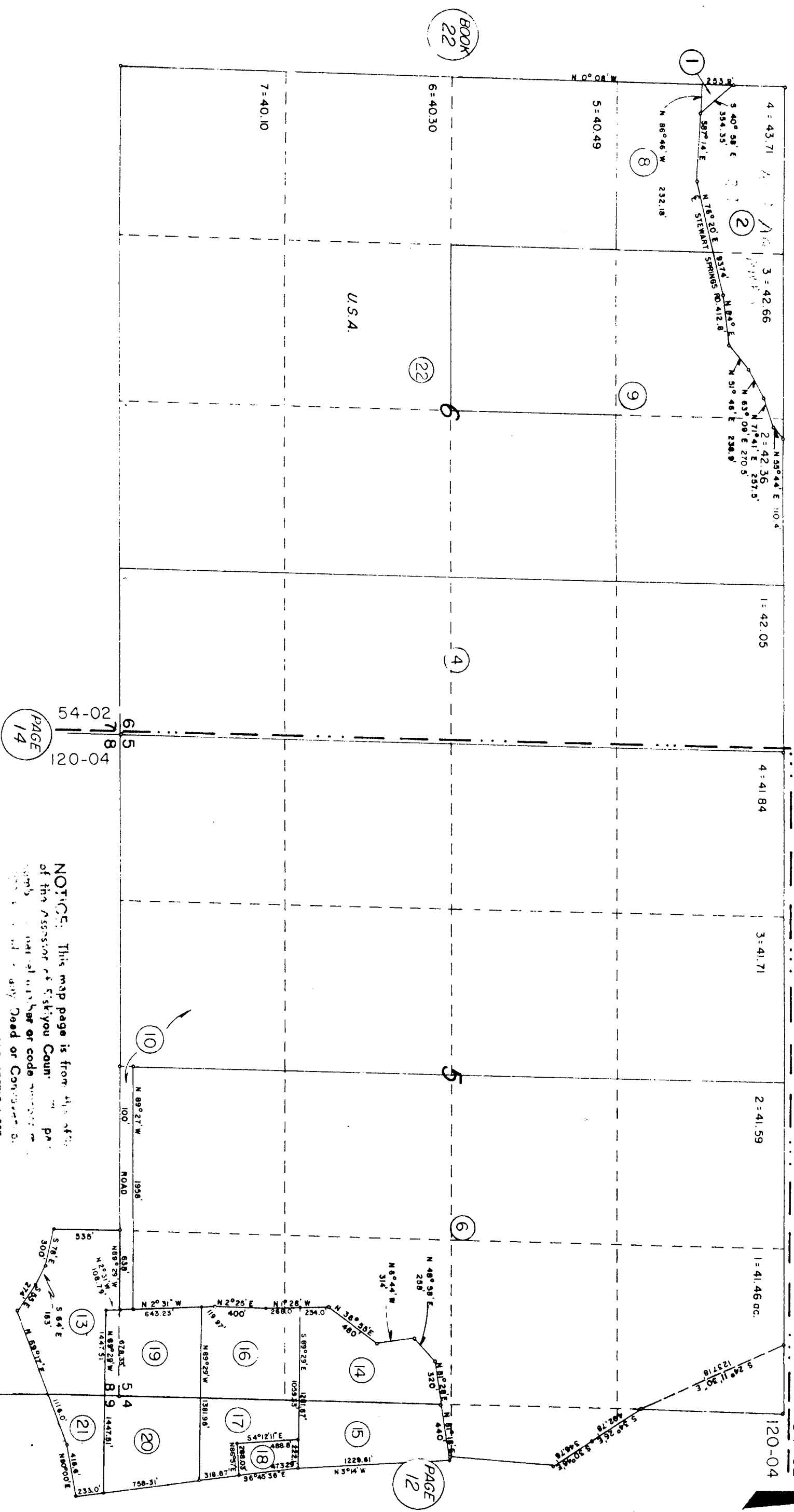
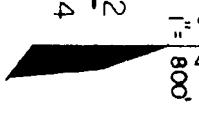




Secs 586 T41N R5W

Tax Area Code 21-13  
54-02  
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NOTICE: This map page is from the office of the Assessor of St. Louis County, Missouri. It is not a deed or code. It is a map of the land owned by the State of Missouri. It is not a deed or code. It is a map of the land owned by the State of Missouri.

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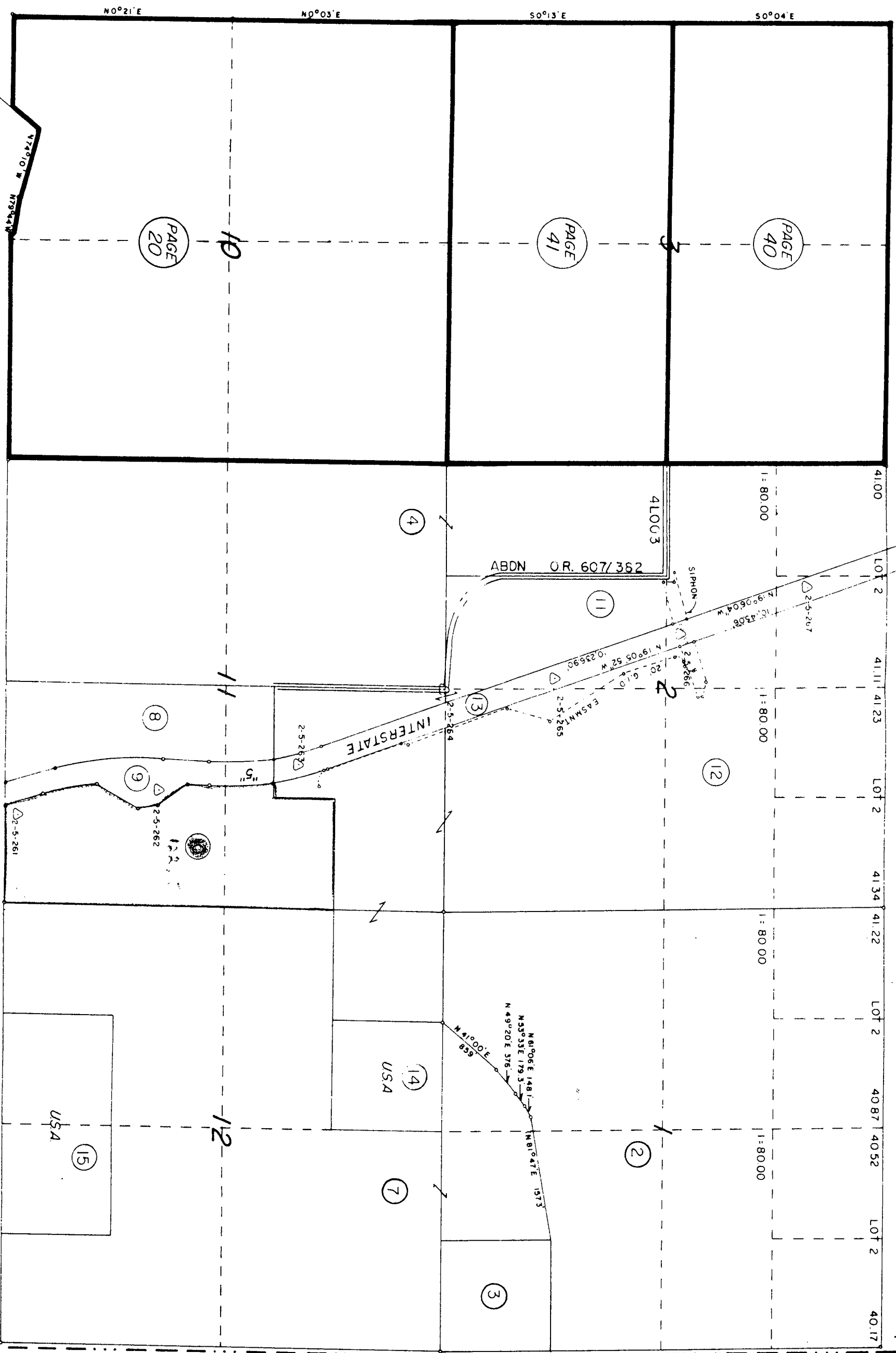
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Tax Area Code 74-02

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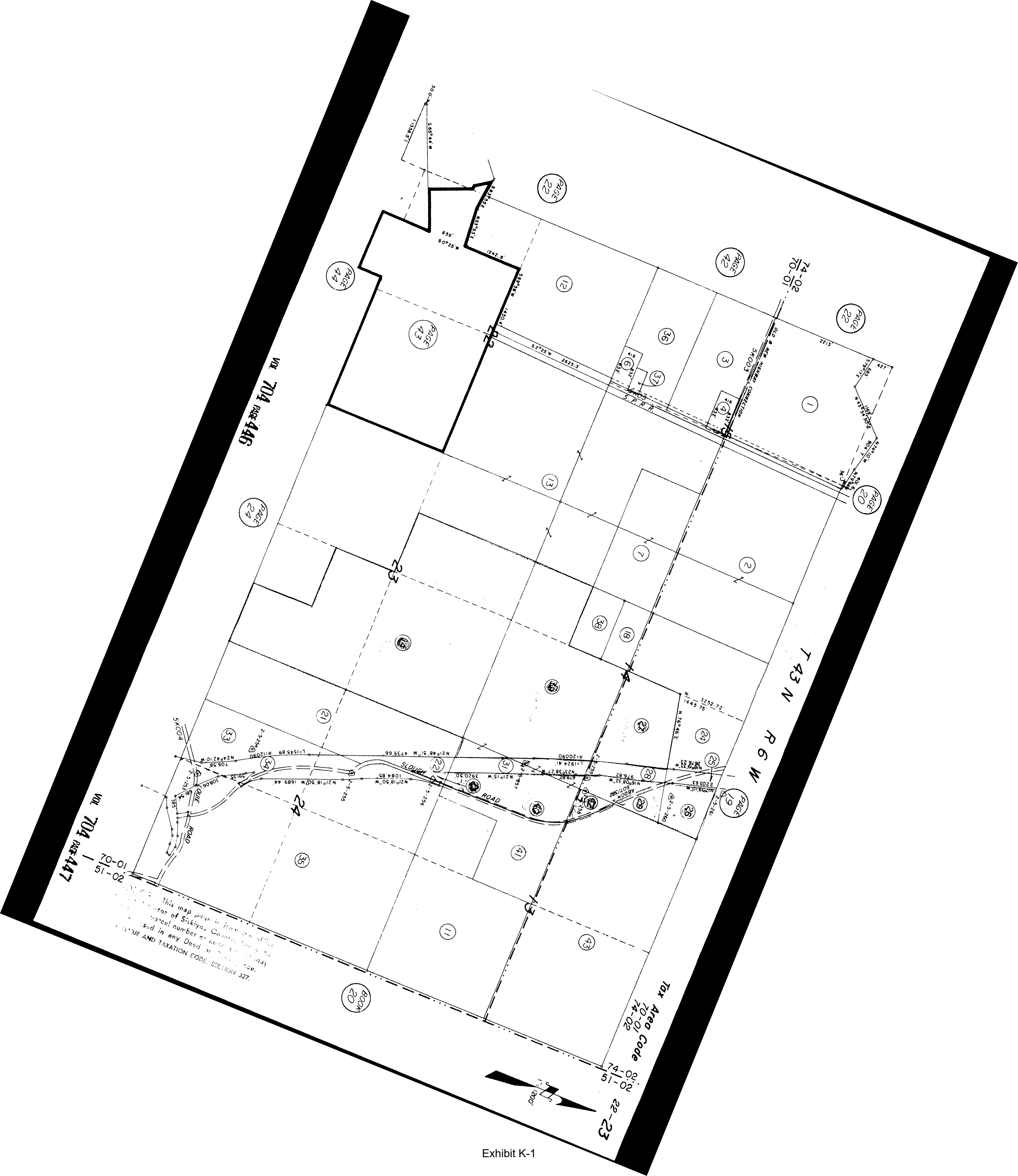
VOL. 74-02 PAGE 102

BOOK 20

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

Exhibit K-1





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This map page is from the official map of Stikivou County, Alaska, and is subject to the provisions of the Alaska Statutes, AS 25.05.01, AS 25.05.02, AS 25.05.03, AS 25.05.04, AS 25.05.05, AS 25.05.06, AS 25.05.07, AS 25.05.08, AS 25.05.09, AS 25.05.10, AS 25.05.11, AS 25.05.12, AS 25.05.13, AS 25.05.14, AS 25.05.15, AS 25.05.16, AS 25.05.17, AS 25.05.18, AS 25.05.19, AS 25.05.20, AS 25.05.21, AS 25.05.22, AS 25.05.23, AS 25.05.24, AS 25.05.25, AS 25.05.26, AS 25.05.27, AS 25.05.28, AS 25.05.29, AS 25.05.30, AS 25.05.31, AS 25.05.32, AS 25.05.33, AS 25.05.34, AS 25.05.35, AS 25.05.36, AS 25.05.37, AS 25.05.38, AS 25.05.39, AS 25.05.40, AS 25.05.41, AS 25.05.42, AS 25.05.43, AS 25.05.44, AS 25.05.45, AS 25.05.46, AS 25.05.47, AS 25.05.48, AS 25.05.49, AS 25.05.50, AS 25.05.51, AS 25.05.52, AS 25.05.53, AS 25.05.54, AS 25.05.55, AS 25.05.56, AS 25.05.57, AS 25.05.58, AS 25.05.59, AS 25.05.60, AS 25.05.61, AS 25.05.62, AS 25.05.63, AS 25.05.64, AS 25.05.65, AS 25.05.66, AS 25.05.67, AS 25.05.68, AS 25.05.69, AS 25.05.70, AS 25.05.71, AS 25.05.72, AS 25.05.73, AS 25.05.74, AS 25.05.75, AS 25.05.76, AS 25.05.77, AS 25.05.78, AS 25.05.79, AS 25.05.80, AS 25.05.81, AS 25.05.82, AS 25.05.83, AS 25.05.84, AS 25.05.85, AS 25.05.86, AS 25.05.87, AS 25.05.88, AS 25.05.89, AS 25.05.90, AS 25.05.91, AS 25.05.92, AS 25.05.93, AS 25.05.94, AS 25.05.95, AS 25.05.96, AS 25.05.97, AS 25.05.98, AS 25.05.99, AS 25.06.00.

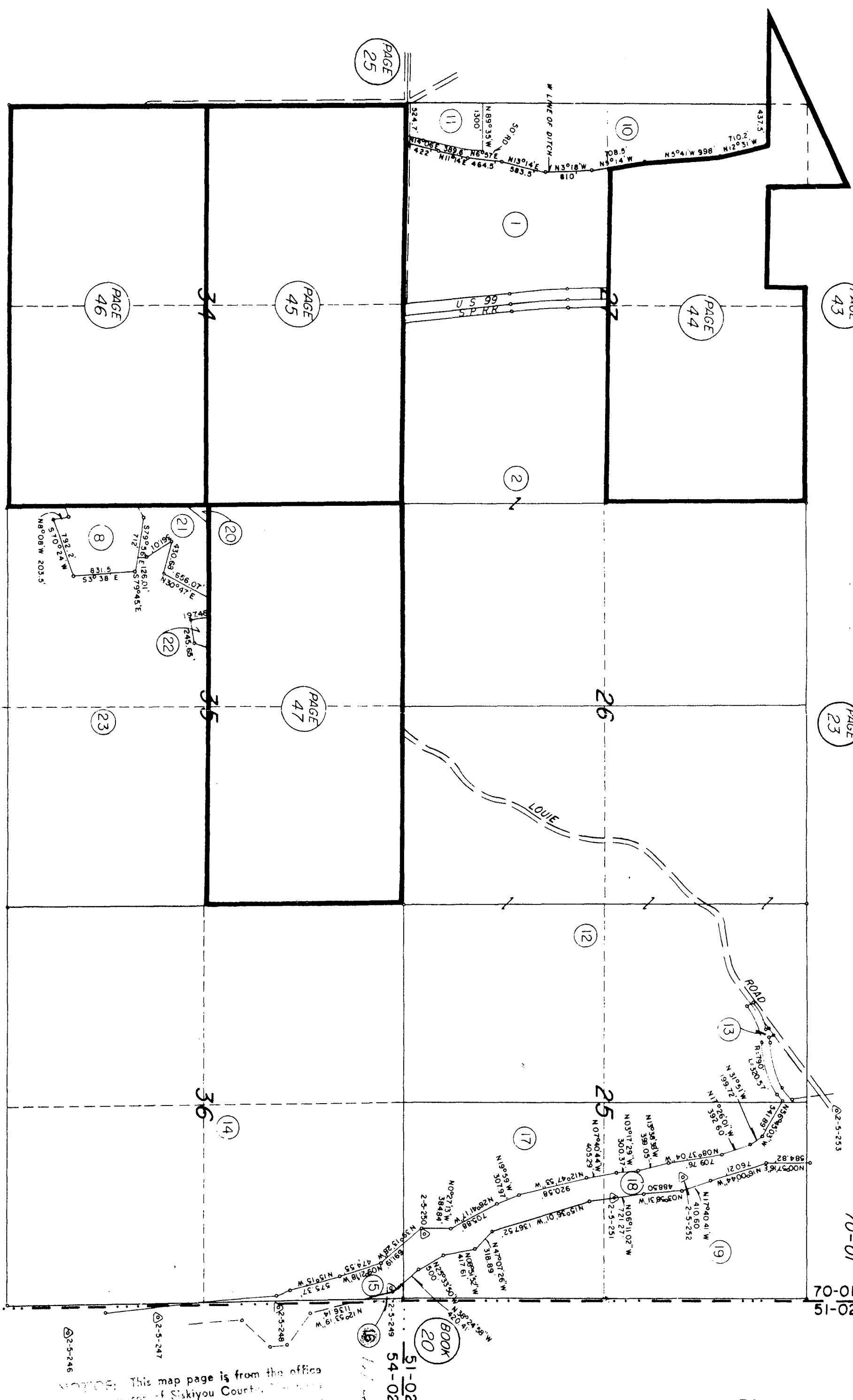
Exhibit K-1

T 43 N R 6 W

Tax Area Code  
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BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME JEFF DENNIS ADDRESS 211 LAFAYETTE AVE, PIEDMONT

PARCEL NUMBERS SEE NEXT SHEET

HOW LONG HAVE YOU OWNED THIS LAND? 1969

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 5052.5 Carrying capacity 40 cows

Irrigated pasture acreage 1650 Carrying capacity 300 goats

Dry farming acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre 1000

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

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

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

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

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner \_\_\_\_\_ 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 [Signature] Date Dec 12-73

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.



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

30th day January 1974

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

COUNTY ADMINISTRATOR: **Richard E. Sierck** COUNTY CLERK: **Norma Price**  
COUNTY COUNSEL: **Frank DeMarco** PURPOSE OF MEETING: **Adjourned**

**RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 356, BOOK 5, ADOPTED 1-30-74.**

It was moved by Supervisor Wacker, seconded by Supervisor Torrey, that Resolution No. 357, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution No. 356, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk is directed to record said Contracts prior to March 1, 1974. Further, the names of persons whose contracts have been approved along with parcel numbers are listed on Exhibit A attached to said Resolution and made a part thereof.

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

RESOLUTION RECORDED: February 20, 1974,  
Volume 704, Page 118, Official  
Records, County of Siskiyou.

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 1-30-74

Witness my hand and the seal of said Board of Supervisors, this 8th day of February, 1974

cc: **File**  
**Assessor**  
**Planning**  
**Recorder**



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

By Joanne Davis  
Deputy Clerk

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Exhibit K-1

THESE MINUTES ARE SUBJECT TO  
CORRECTION BY THE BOARD OF SUPERVISORS



This 17th day of Feb, 1976

Clerks Copy

10858

FRANCIS B. MARCO

County Counsel

#267

*Francis B. Marco*

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: John Richard Giorgi + Dorothy Lynn Giorgi  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Chyde S Timmons  
(if none - write none)

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

APPLICANT'S ADDRESS: P.O. Box 116 Gazelle

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: John Giorgi

MAILING ADDRESS: P.O. Box 116

Gazelle, Calif 96034

RECORDED IN REQUEST OF  
Siskiyou County Clerk

OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

DESCRIPTION OF PROPERTY  
(Use separate sheet if necessary)

FEB 17 2 29 PM '76  
Vol. 749 Page 834

*B. J. Blum*

Present Agricultural Use	Assessor's Parcel	RECORDER	FEE \$	no charge Acreage
<u>CATTLE</u>	<u>22-230-070</u>			<u>80</u>
"	<u>22-230-180</u>			<u>19</u>
"	<u>(22-230-320)</u>			<u>21</u>
"	<u>22-190-040</u>			<u>400</u>
"	<u>22-230-020</u>			<u>225</u>
"	<u>22-230-240</u>			<u>120.3</u>
"	<u>22-200-120</u>			<u>70</u>
"	<u>22-200-230</u>			<u>222.5</u>
"	<u>22-470-060</u>			<u>124</u>
"	<u>22-190-080</u>			
	Total acreage			<u>97</u> / <u>1348.8</u>

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

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

OWNER/OWNERS SIGNATURE: John Giorgi

Dorothy Giorgi

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 March 1, 19 76, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

Section 4. AUTHORIZED USES. During the term of this Contract and any and all renewals thereof, the Premises shall not be used for any 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:

- 22-230-070 ✓
- 22-230-180 ✓
- 22-230-380 ✓
- 22-190-040 ✓
- 22-190-080 ✓
- 22-230-020 ✓
- 22-230-240 ✓
- 22-200-120 ✓
- 22-200-230 ✓
- 22-410-060 ✓



CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 30th day of September, 1975.

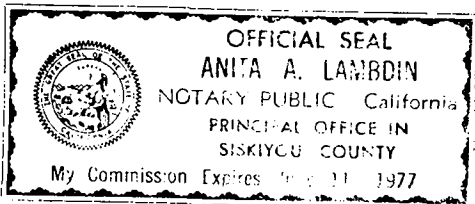
Clyde S. Timmons  
LIENHOLDER

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF    Siskiyou     )

On this 30th day of September, 1975, before me, Anita A. Lambdin a Notary Public, in and for said Siskiyou County, personally appeared Clyde S. Timmons known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Anita A. Lambdin  
Notary Public    Anita A. Lambdin

My Commission Expires: June 11, 1977



BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME John Richard + Dorothy Lynn ADDRESS P.O. Box 116 Layelle, Calif  
PARCEL NUMBERS 22-190-040, 22-200-120, 22-200-230, 22-230-020, 22-230-070  
22-230-180 22-230-240 22-230-380 22-410-060 22-190-080

HOW LONG HAVE YOU OWNED THIS LAND? 5 months

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 521 Carrying capacity 60

Irrigated pasture acreage 797 Carrying capacity 190

Dry farming acreage 30 Crops grown Rye Production per acre 1 1/4 ton

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

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

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

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

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner \_\_\_\_\_ 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 John Singh Date Sept 30, 1975

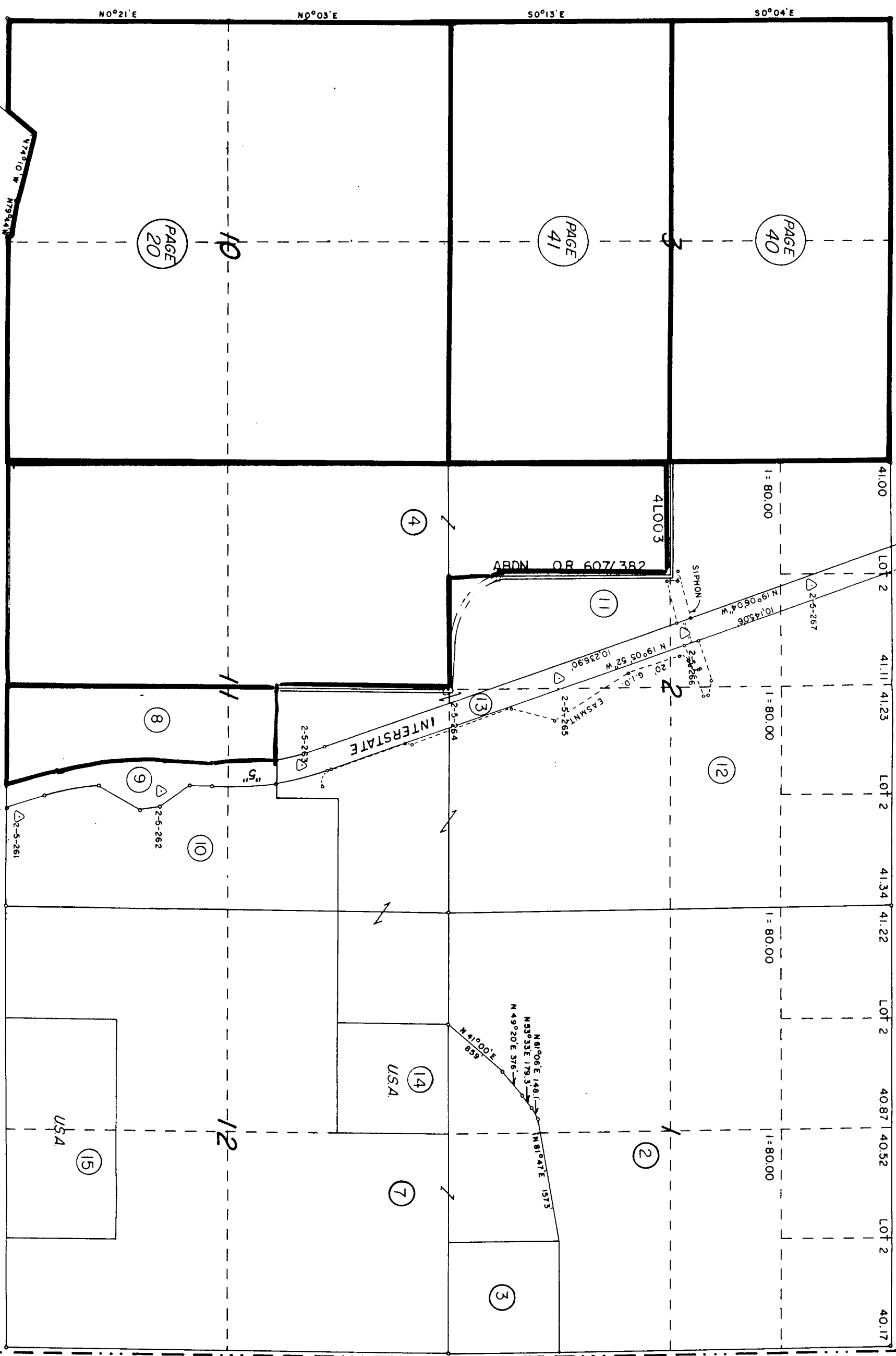
Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

T 43 N R 6 W

BOOK 12

Tax Area Code 74-02

22-19



PAGE 21

PAGE 20

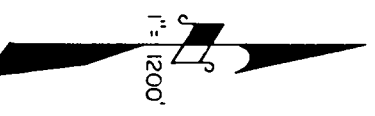


Exhibit K-2

NOT TO BE USED FOR RECORDING PURPOSES FROM THE OFFICE OF THE COUNTY CLERK. THIS PAGE IS A COPY OF THE ORIGINAL RECORD AND IS NOT TO BE USED FOR RECORDING PURPOSES. REVENUE AND RECORDS DIVISION, COUNTY OF CLATSOP, OREGON.

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VOL 749 PAGE 847

PAGE 20  
VOL 749 PAGE 847

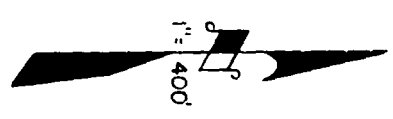
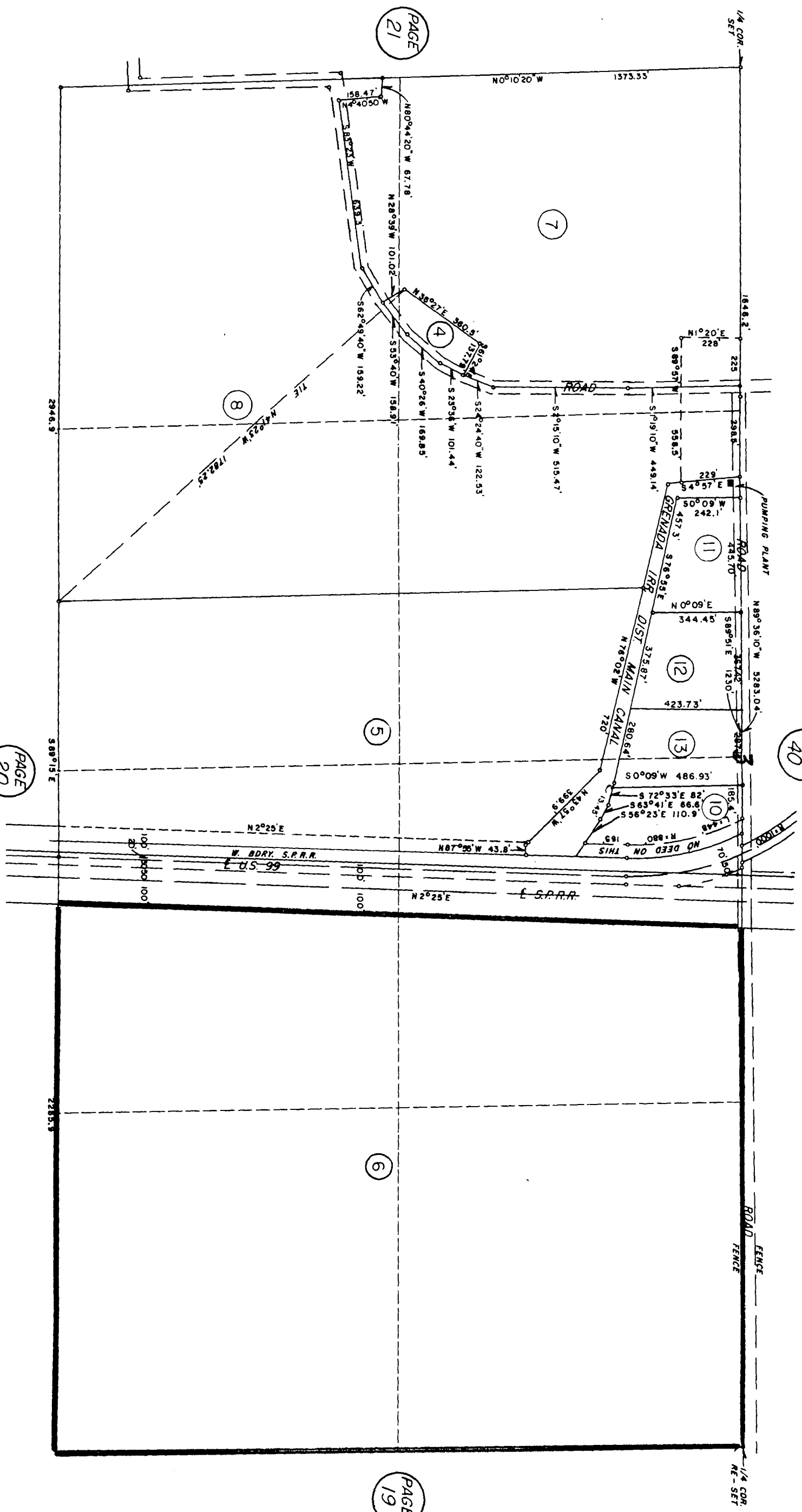




S 1/2 of Sec. 3 T43N R6W

Tax Area Code  
74-02

22-41



NOTICE: This map was prepared from the original survey records on file in the County Clerk's Office. The page number shown in the upper right corner of this map is the page number of the original survey record. The number of pages in the original survey record is shown in the upper left corner of this map.

Exhibit K-2

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PAGE 19

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PAGE 21



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

10th day February 19 76

PRESENT: Supervisors Ernest Hayden, Harold Porterfield, George Wacker, Mike Belcastro and Ray Torrey. Chairman Wacker presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

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

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

AYES: Supervisors Hayden, Porterfield and Torrey.

NOES: None.

ABSENT: None.

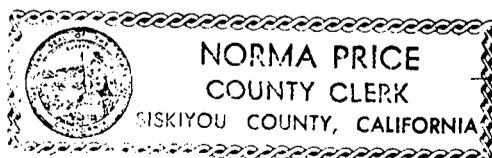
ABSTAINED: Supervisor Belcastro.

STATE OF CALIFORNIA)  
COUNTY OF SISKIYOU )<sup>55</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 2-10-76

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

cc: File  
Recorder



NORMA PRICE  
COUNTY CLERK

SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE

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

By

Joanne Davis  
Deputy Clerk

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

# 368

Clerk's Copy

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

BOARD OF SUPERVISORS

COUNTY OF SISKIYOU

11581

Pa. \$185.00  
FILED

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

SEP 28 1 10 PM '79

FILING FEE: \$100 First Parcel + \$5 for Each Additional Parcel for Each Application - NON REFUNDABLE.

Separate applications are required if different parcels have different lienholders.

OWNER/OWNERS NAME AS RECORDED: Geo. W. Emde Jr. + Eliz. R. Emde  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None").

Frank G. Merz + Jean M. Merz

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

APPLICANT'S ADDRESS PO Box 49 Gazelle

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: Geo. Emde Jr.

MAILING ADDRESS: PO Box 49 Gazelle

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>See Exhibit A</u>		

Total Acreage 2754.5

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: George W. Emde Jr.  
Elizabeth R. Emde

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 \_\_\_\_\_

RECORDED BY REQUEST OF  
Siskiyou County Clerk

RECORDS  
SISKIYOU COUNTY, CALIF.

JAN 18 1 55 PM '80

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RECORDER FEE \$No Charge

Exhibit K-5

VOL 879 PAGE 522

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

JUL 879 TAB 524

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:

<u>Parcel Nos.</u>	<u>Acreage</u>
22-480-090	28.0
22-470-050	33.5
22-470-060	235.5
22-460-090	11.7
22-460-110	8.0
22-460-150	32.2
22-460-160	7.8
22-450-040	60.0
22-430-080	160.0
22-260-010	496.0
22-240-080	20.0
22-240-140	625.5
22-240-220	1.2
22-240-210	16.9
22-240-200	.2
22-240-230	281.7
22-230-130	600.0
22-230-210	136.3
	<u>2754.5</u>

879 530



CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by George W. Emde, Jr. and Elizabeth R. Emde 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 28<sup>th</sup> day of September 1979.

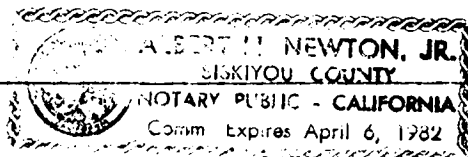
Jan M. Metz  
Frank C. Metz  
Lienholder

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 28<sup>th</sup> day of September 1979, before me, Albert H. Newton, Jr. a Notary Public in and for said Siskiyou County, personally appeared Jan M. Metz & Frank C. Metz known to me to be the person s whose name s subscribed to the within instrument and acknowledged to me that they executed the same.

Albert H. Newton, Jr.  
Notary Public

My Commission Expires:



FOL 879 PAGE 532

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by George W. Emde, Jr. and Elizabeth R. Emde 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 28<sup>th</sup> day of September 19 79.

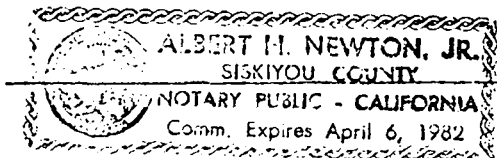
Jean M. Metz  
Frank J. Metz  
Lienholder

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 28<sup>th</sup> day of September 19 79, before me, Albert H. Newton, Jr. a Notary Public in and for said Siskiyou County, personally appeared Jean M. Metz & Frank J. Metz known to me to be the person s whose name s subscribed to the within instrument and acknowledged to me that they executed the same.

Albert H. Newton, Jr.  
Notary Public

My Commission Expires:



70L 879 533

BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Geo W. Emde Jr. ADDRESS PO Box 49 Gazelle  
PARCEL NUMBERS 22-480-090 22-470-060 22-460-110 22-460-160  
22-430-080 22-470-050 22-460-090 22-460-150 22-450-040  
22-260-010 22-240-080 22-240-220 22-240-200 22-230-130  
22-240-140 22-240-210 22-240-230 22-230-210

HOW LONG HAVE YOU OWNED THIS LAND? 16 Months

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 1254.5 Carrying capacity 1000 AUM

Irrigated pasture acreage 1300 Carrying capacity 6200 AUM

Dry farming acreage None Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Field crop acreage 200 Crops grown Alf Hay Production per acre 4 Tons

Row crop acreage None Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Grazing AUM 7200 Term 9 Mos Fees paid None

Other acreage None Type \_\_\_\_\_ Production per acre \_\_\_\_\_

OTHER INCOME:

Hunting rights \$ None per year \_\_\_\_\_ acres \_\_\_\_\_ Fishing Rights \$ None per year \_\_\_\_\_

Other recreational rights \$ None per year \_\_\_\_\_ type \_\_\_\_\_ Mineral rights \$ None

LAND LEASED FROM OTHERS:

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

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

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

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

LAND LEASED TO OTHERS:

Name and address of lessee None

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

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

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

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

REMARKS ON INCOME, ETC.:

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 Geo. W. Emde Jr. Date 9/28/79

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

RESOLUTION APPROVING NEW AGRICULTURAL  
PRESERVE CONTRACTS IN AGRICULTURAL  
PRESERVES ESTABLISHED BY RESOLUTION  
NO. 127, BOOK 9, ADOPTED

JANUARY 8, 1980

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 Con-  
tracts (Williamson Contracts) with the following landowners  
in the established Agricultural Preserves, said Agricultural  
Preserves having been established by Resolution No. 127,  
Book 9, adopted on January 8, 1980 and the Chair-  
man 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, 1980.

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

PASSED AND ADOPTED this 8th day of January, 1980  
by the following vote:

AYES: Supervisors McArdle, Zink, Wacker and Torrey.  
NOES: None.  
ABSENT: None.

Mike Belcastro  
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By Rae Furbrsky  
Deputy

RESOLUTIONS
NO. <u>128</u>
BOOK <u>9</u>

VOL 879 PAGE 551

EXHIBIT "A"

EMDE, GEORGE W. & ELIZABETH R. P. O. Box 49 Gazelle, Ca. 96034	22-480-090 22-470-050 22-470-060 22-460-090 22-460-110 22-460-150 22-460-160 22-450-040 22-430-080 22-260-010 22-240-080 22-240-140 22-240-220 22-240-210 22-240-200 22-240-230 22-230-130 22-230-210
HANSEN, WALTER O. AND BARBARA S. P. O. Box 129 Fort Jones, Ca. 96032	24-260-130 24-260-110
HUFFORD, KENNETH J. AND BARBARA A. Rt. 1, Box 548 Montague, Ca. 96064	13-251-550
HURLIMANN, ANDREW B. AND MARK A. Star Rt. 1, Box 250 Etna, Ca. 96027	23-380-050 23-180-290 23-180-280 23-170-710 23-170-630
JOLING, EARL E., SR. P. O. Box 80 Grenada, Ca. 96038	12-590-220 (Portion)
UNDERWOOD, R. H. AND YVONNE L. R.R. 1, Box 602-A Montague, Ca. 96064	004-150-110
WEST, CLIFFORD R. AND JULIANA E.A. Star Route Fort Jones, Ca. 96032	24-090-170 24-090-130 24-090-190 24-090-200 24-100-140 24-100-150 24-100-190 24-100-200 24-100-210 24-100-220 24-100-280 24-100-300 24-100-320

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

ATTEST: *Jan. 15, 1980*

NORMA PRICE

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

By: *Lee Turbousky*

Deputy

VOL 879 PAGE 552



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

8th day January 19 80

PRESENT: Supervisors Mickey McArdle, Vernon Zink, Mike Belcastro, Ray Torrey  
and George Wacker. Chairman Belcastro 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 CON-  
TRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY RESOLUTION NO.  
127, BOOK 9, ADOPTED JANUARY 8, 1980.

It was moved by Supervisor McArdle, seconded by Supervisor Wacker, that Resolution No. 128, Book 9, being a resolution approving Agricultural Preserve Contracts in Agricultural Preserves established by Resolution No. 127, Book 9, adopted January 8, 1980, is hereby adopted and the Chairman is authorized to sign. Further, the Clerk is directed to record said resolution.

AYES: Supervisors McArdle, Zink, Wacker and Torrey.  
NOES: None.  
ABSENT: None.

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 1-8-80.

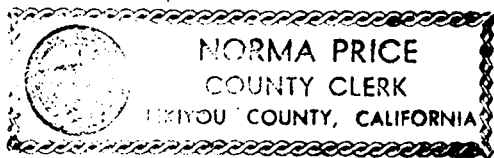
Witness my hand and the seal of said Board of Supervisors, this 15<sup>th</sup> day of January, 1980.

NORMA PRICE

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

CC-File

Planning  
Applications (7)



By Rae Turbovsky  
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE READ AT THE  
BOARD OF SUPERVISORS 875 PAGE 533

Exhibit K-3

N 1/2 of Sec. 3 T42N R6W

Tax Area Code 70-01 22-48

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PAGE 28

PAGE 26

PAGE 49

VOL 879 PAGE 535

VOL 879 PAGE 536

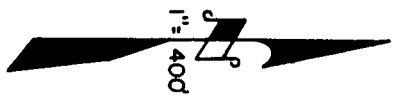
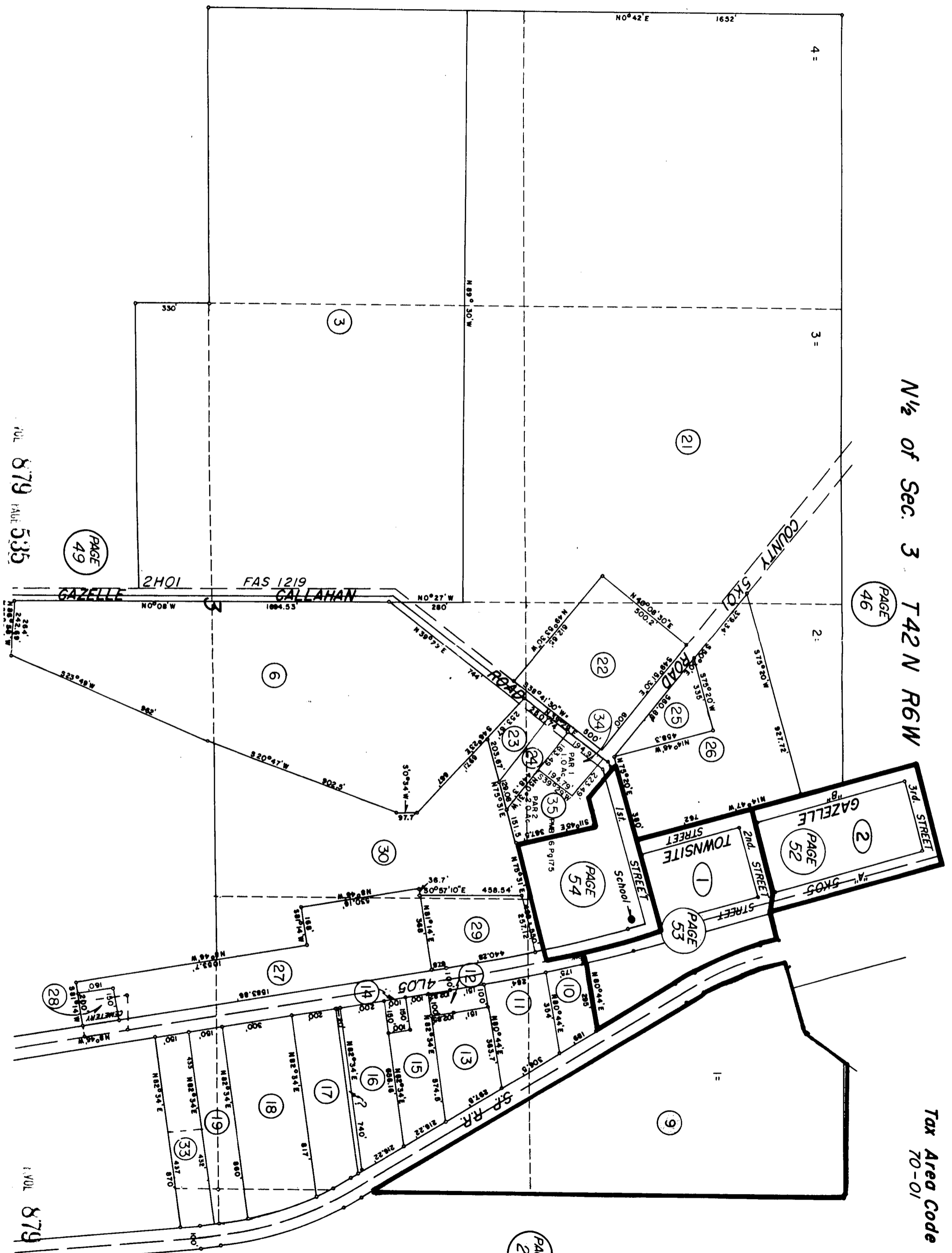


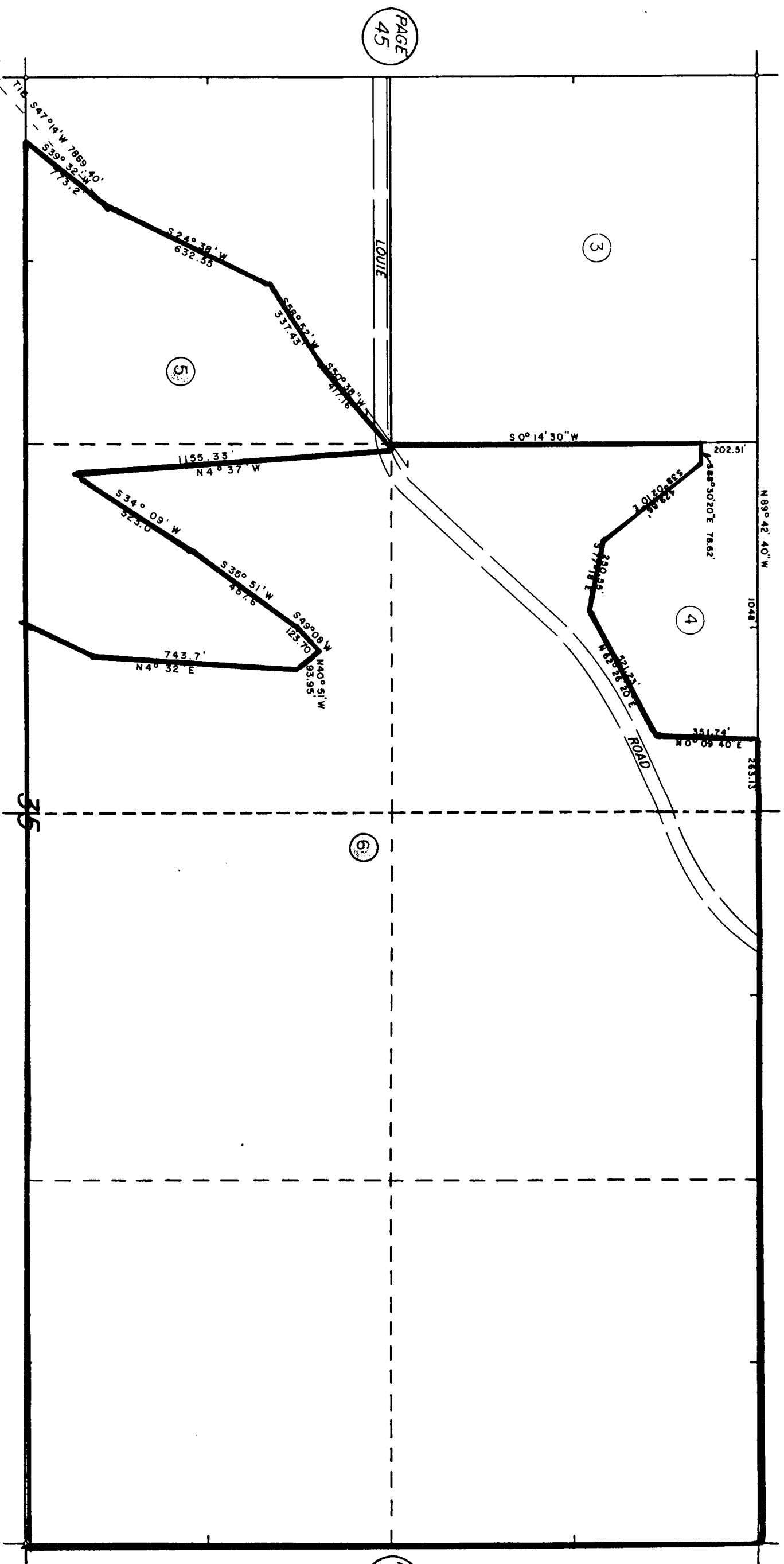
Exhibit K-3



T 43 N R 6 W  
N 1/2 of Sec. 35

Tax Area Code  
70-01

22-47



PAGE 45

PAGE 24

6

PAGE 24

3/4 COR. TWP 42N, R 6W MDM

Exhibit K-3

Assessor's Map  
County of Siskiyou, California

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S 1/2 of Sec. 34 T43N R6W

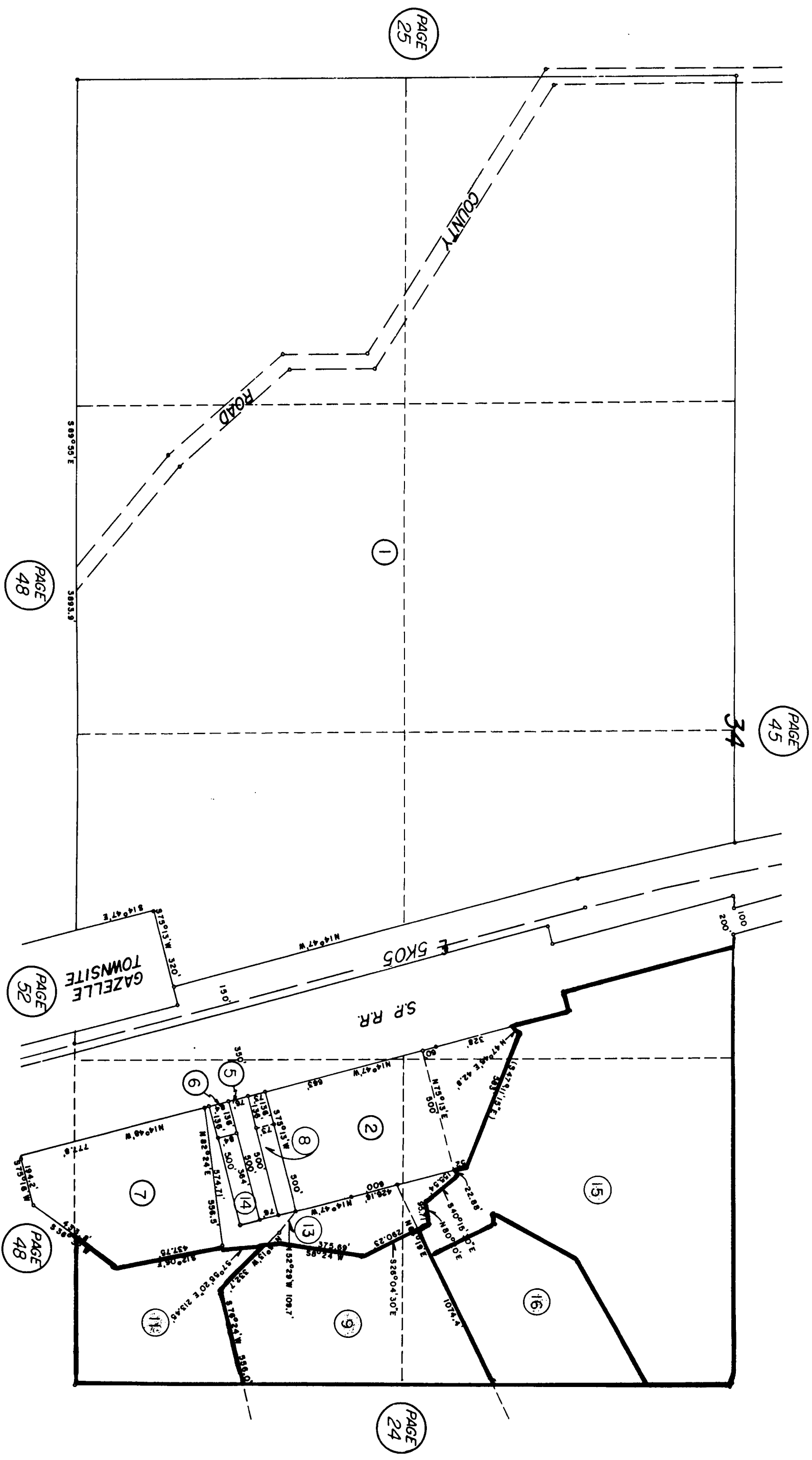
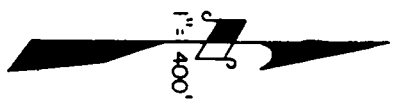


Exhibit K-3



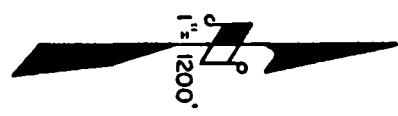
T 42 N R 6 W

PAGE 46

PAGE 24

Tax Area Code 70-01

22-26



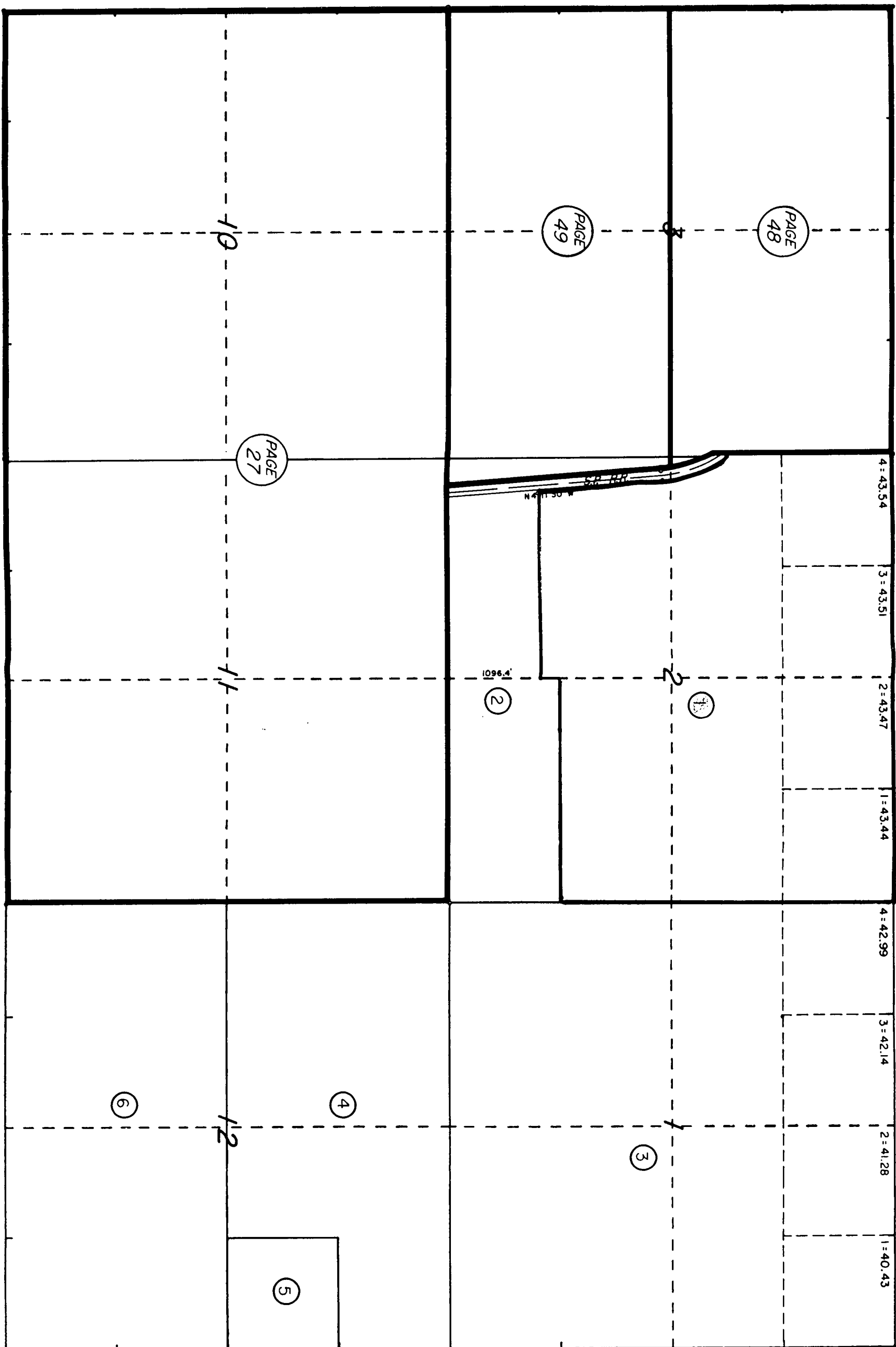
PAGE 28

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PAGE 48

BOOK 20

Exhibit K-3



PAGE 30879 PAGE 545

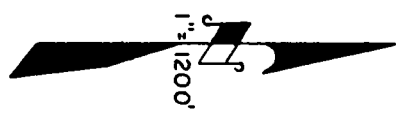
Assessor's Map  
County of Siskiyou, Oregon  
Map 546

T 43 N R 6 W

PAGE 23

Tax Area Code 70-01

22-24



PAGE 25

WAIVER APPROVED  
REC. 10/31/78 O.R. 837-223  
CORRECTED WAIVER  
REC. O.R. 844-752 1/16/79

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879 PAGE 548

10-01-15

2-5-245

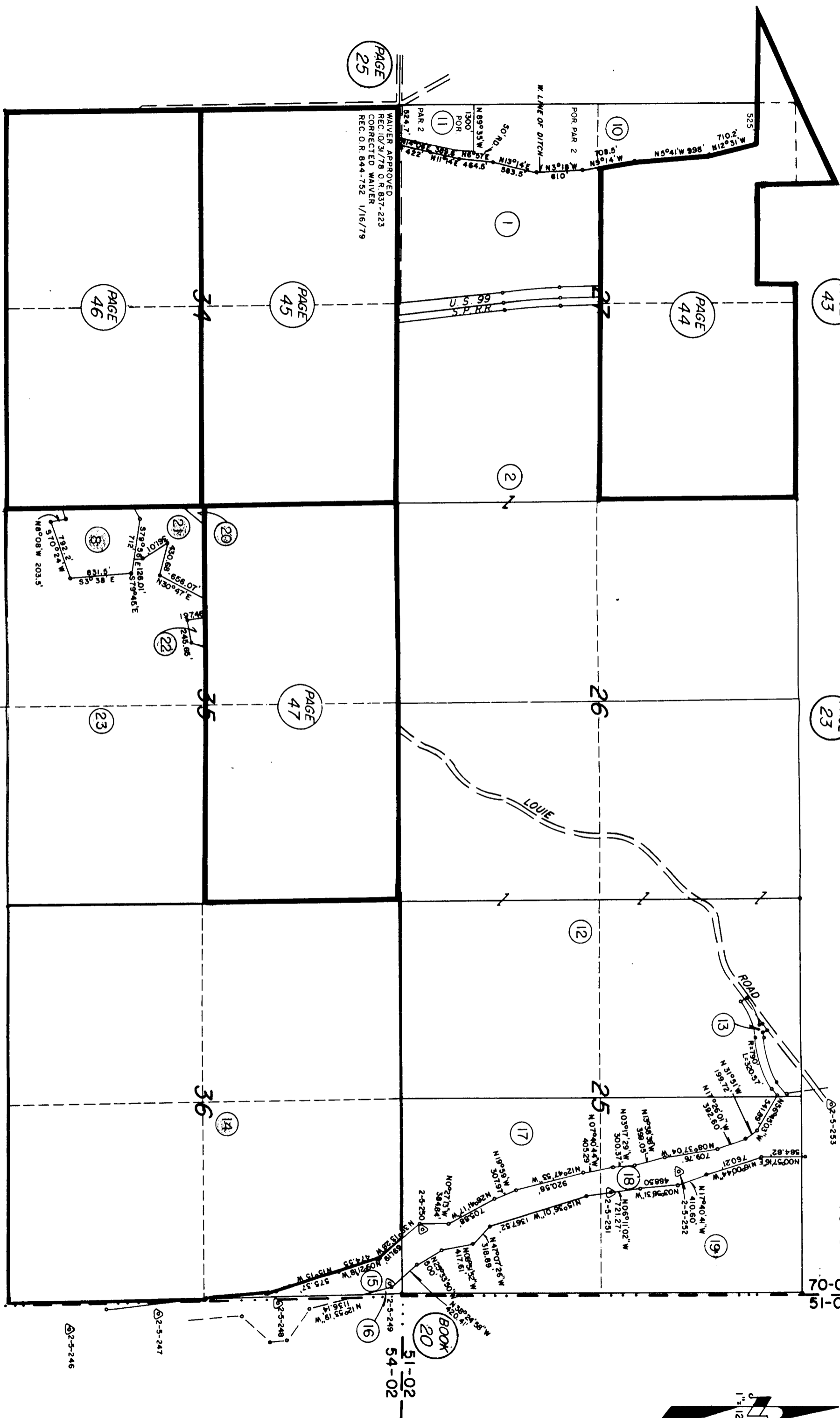
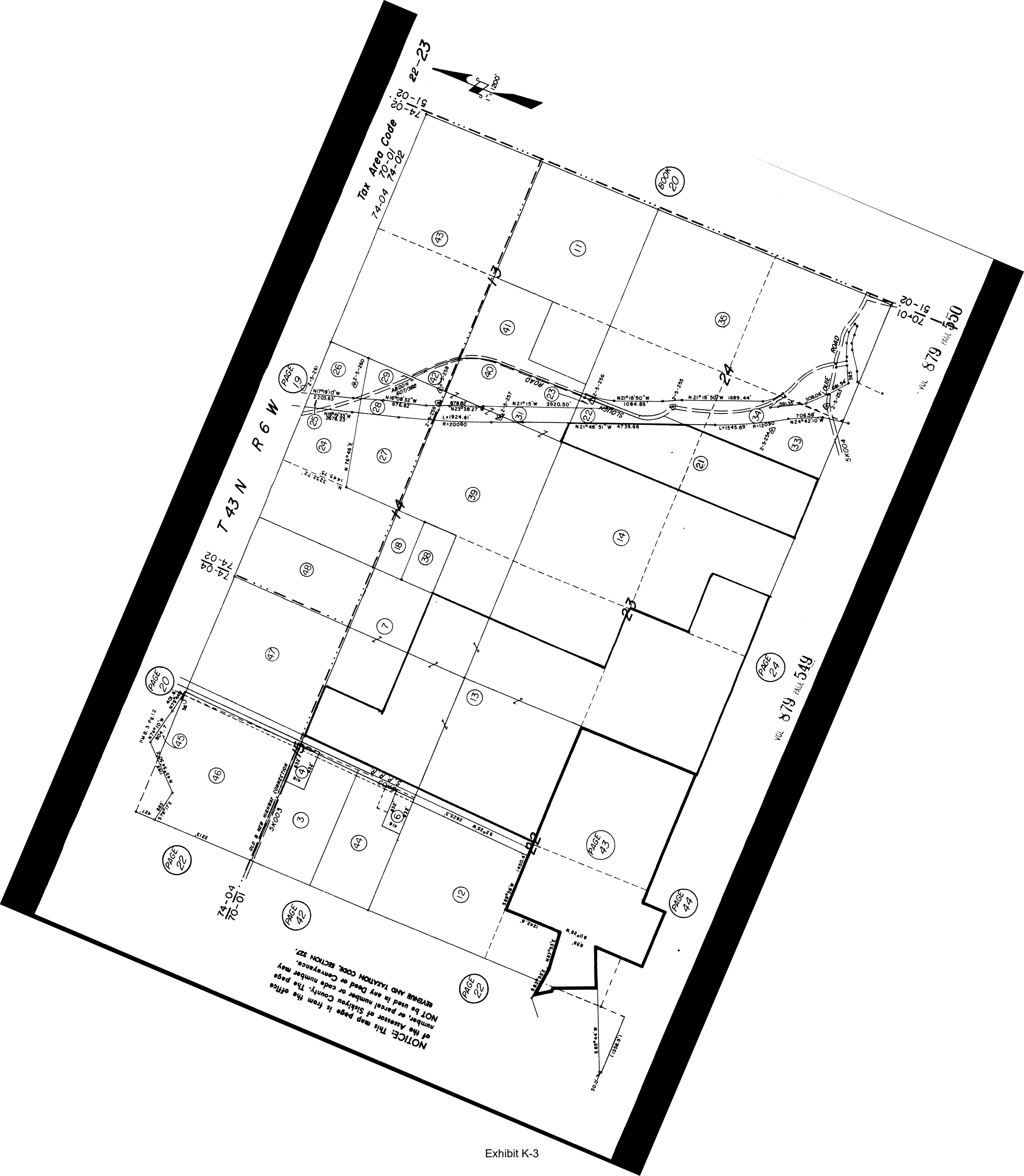


Exhibit K-3



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

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VOL 879 PAGE 549

Tax Area Code  
74-04 70-01 74-02

T 43 N R 6 W

74-04 70-01

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PAGE 22

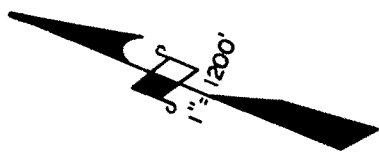
PAGE 43

PAGE 44

PAGE 24

PAGE 19

BOOK 20





RECEIVED

JUN 15 1987

Planning Commission

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

BOARD OF SUPERVISORS

COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

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

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: Robert Nielsen  
(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 ADDRESS: 11637 Allegro Dr Dublin 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: Robert Nielsen

MAILING ADDRESS: 11637 Allegro Dr Dublin Calif 94568

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
The NW 1/4 of the NW 1/4, The S 1/2 of the NW 1/4, and the SW 1/4 of Sec 25, T43N, R6W		
The E 1/2 of Sec 26, T43N, R6W		
A portion of AP 22-240-120		
		Total Acreage <u>600</u>

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

OWNER(S) SIGNATURE(S) Robert Nielsen

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: \_\_\_\_\_

87014883

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.

87014883

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

87014883

## 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

87014883

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



87014883

EXHIBIT "A"

List Assessor's Parcel Numbers below:

AP 22-240-150  
Consisting of 600 AC







AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Robert Nielsen ADDRESS \_\_\_\_\_

PARCEL NUMBERS A.P. 25-340-120 \_\_\_\_\_

HOW LONG HAVE YOU OWNED THIS LAND? 2 years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 500 Carrying capacity 10

Irrigated pasture acreage 100 Carrying capacity 40

Dry farming acreage 0 Crops grown 0 Production per acre \_\_\_\_\_

Field crop acreage 0 Crops grown 0 Production per acre \_\_\_\_\_

Row crop acreage 0 Crops grown 0 Production per acre \_\_\_\_\_

Grazing AUM 0 Term 0 Fees paid \_\_\_\_\_

Other acreage 0 Type 0 Production per acre \_\_\_\_\_

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner \_\_\_\_\_ No. of acres \_\_\_\_\_

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

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

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 Robert Nielsen Date 6-5-87

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



Tax Area Code  
70-01

87014883

T 43 N R 6 W

87014883

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PAGE 23

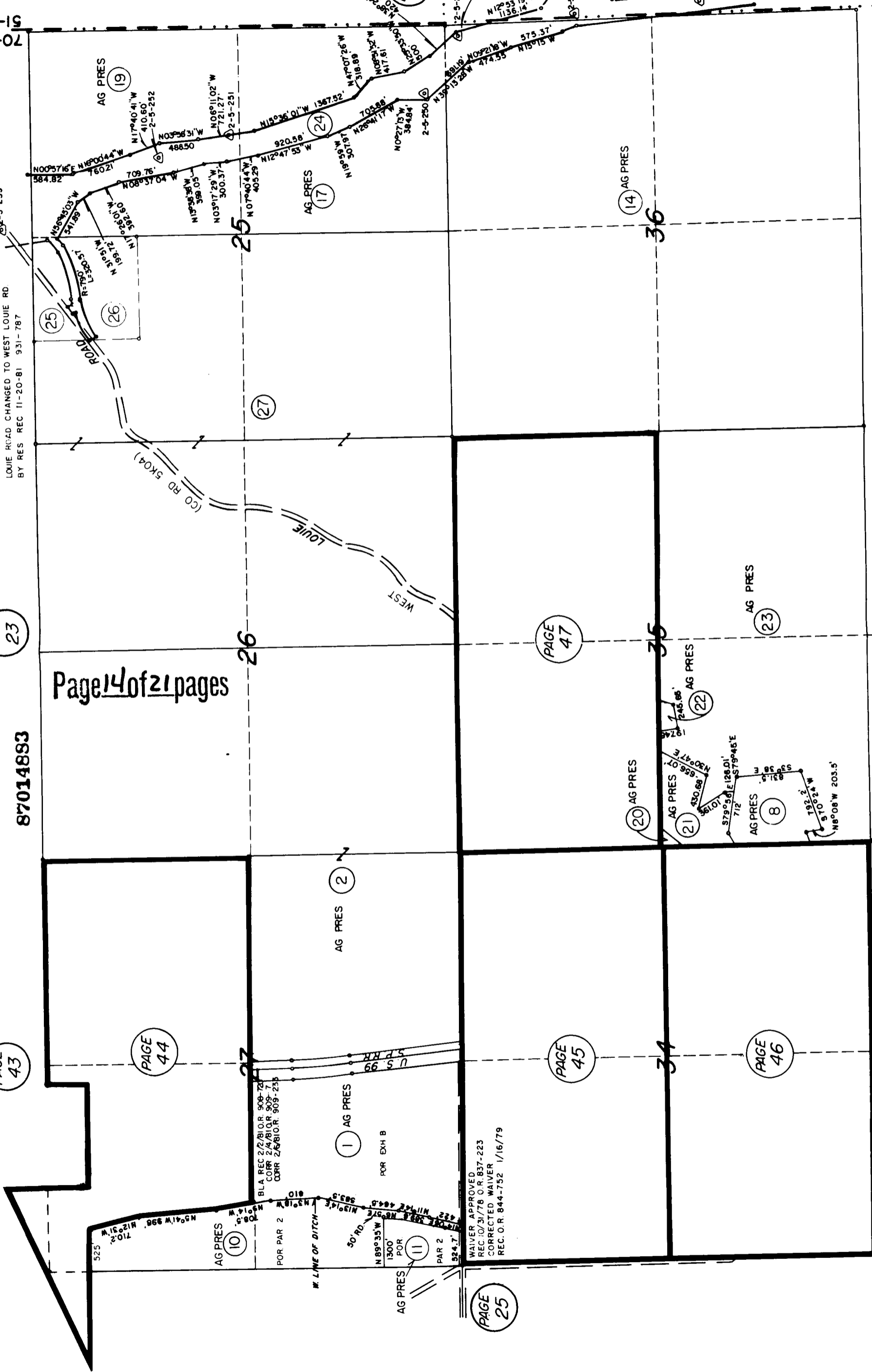
Page 14 of 21 pages

LOUIE ROAD CHANGED TO WEST LOUIE RD  
BY RES. REC. 11-20-81 931-787

2-5-253

70-01

1"=1200'



87014883

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

8th day December, 1987

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

ABSENT: None.

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy COUNTY CLERK: Lisa Chandler and Jolene Pace

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

PUBLIC HEARING - AGRICULTURAL PRESERVE CONTRACTS APPROVED. RESOLUTIONS ADOPTED.

The duly noticed applications for Agricultural Preserve Contracts came on for public hearing.

Planning Director Robert Sellman advised that the applications were reviewed by the Agricultural Preserve Advisory Committee and at a public hearing before the Siskiyou County Planning Commission and the Agricultural Preserve Contracts were recommended for approval.

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

It was moved by Supervisor Thackeray, seconded by Supervisor Mattos and unanimously carried, that the following Agricultural Preserve Contracts are approved as follows, with amendments to Contract Nos. 2 and 3 as noted:

1. Boyd L. Robertson and James David Robertson, Trustee, Star Route, Gazelle, CA 96034 - Assessor's Parcel Nos. 22-270-080; -110; -120; -120; and 22-300-050 and -060.
2. Robert Nielsen, 11637 Alegre Dr., Dublin, CA 94568 - Assessor's Parcel No. 22-240-270 - with the requirement that the Clerk be provided with an Assessor's Parcel Segregation as to the exclusion of 40 acres from the 640 acre parcel as requested by the petitioner.
3. M. J. Stewart, 102 N. 8th, Klamath Falls, OR 97601 - Assessor's Parcel Nos. 6-250-360; -480; -490; -500; -510 and 520 - with the notation that an approved contract constitutes a parcel merger unless all parcels independently meet Agricultural Preserve division requirements.



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

8th day December, 1987

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

ABSENT: None.

COUNTY ADMINISTRATOR: Michael B. Hanford  
Deputy COUNTY CLERK: Lisa Chandler and Jolene Pace

COUNTY COUNSEL: Frank J. DeMarco  
PURPOSE OF MEETING: Regular

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

- 4. Shasta Farms Investors, A California Limited Partnership, 7700 Sunrise Blvd., #23800, Citrus Heights, CA 95610 - Assessor's Parcel No. 3-330-120.
- 5. Gemma Sumrall and Mary E. Minoletti, 726 Shasta Ave., Weed, CA 96094 - Assessor's Parcel No. 30-120-010.
- 6. Wayne and Mary Meek, 4000 N. Highway 3, Etna, CA 96027 - Assessor's Parcel No. 23-300-320.

Further, the Clerk is authorized to amend the contracts with notations.

RESOLUTION ADOPTED - ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES INCLUDING COMPATIBLE USES.

It was moved by Supervisor Zwanziger, seconded by Supervisor Thackeray and unanimously carried, that Resolution No. 87-325A, being a resolution establishing a new agricultural preserve with uniform rules including compatible uses, is adopted and the Chairman authorized to sign.

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 87-325A ADOPTED ON DECEMBER 8, 1987.

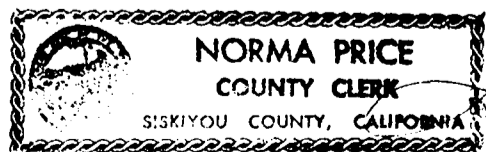
It was moved by Supervisor Mattos, seconded by Supervisor Jackson and unanimously carried, that Resolution No. 87-326A, being a resolution approving new agricultural preserve contracts in agricultural preserve established by Resolution No. 87-325A, adopted on December 8, 1987, is adopted and the Chairman authorized to sign.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 12-8-87

Witness my hand and the seal of said Board of Supervisors, this 21st day of December, 1987.

- cc: File
- Recorder (6)
- Applicants (6)
- Resolution File
- Assessor
- Tax Collector
- Auditor



NORMA PRICE  
County Clerk and Ex-Officio Clerk of the Board of Supervisors of Siskiyou County, California  
Lisa Chandler  
Deputy Clerk

87014883

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that all that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as if fully set forth, which description and reference is to the present Assessor's parcel number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve within the meaning and pursuant to the Land Conversation Act of 1965, as amended. Such Preserve may be increased or decreased in accordance with the law.

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 8th day of

December 1987, by the following vote:

AYES: Supervisors Mattos, Jackson, Thackeray and Zwanziger

NOES: None

ABSENT: None

*Norma Price*  
Chairman  
Siskiyou County Board of Supervisors

ATTEST: BOARD OF SUPERVISORS  
Norma Price  
County Clerk

By *Lisa Chandler*  
Deputy  
SISKIYOU COUNTY CALIFORNIA

SISKIYOU COUNTY  
RESOLUTION  
No. 87-325A

87014833

Page 19 of 21 pages

EXHIBIT A

ROBERTSON, BOYD L.	22-270-080
ROBERTSON, JAMES DAVID, TRUSTEE	22-270-110
Star Route	22-270-120
Gazelle, California 96034	22-270-120
	22-300-050
	22-300-060
NIELSEN, ROBERT	22-240-270
11637 Alegre Drive	
Dublin, California 94568	
STEWART, M. J.	6-250-360
1021 N. 8th	6-250-480
Klamath Falls, Oregon 97601	6-250-490
	6-250-500
	6-250-510
	6-250-520
SHASTA FARMS INVESTORS	3-330-120
A CALIFORNIA LIMITED PARTNERSHIP	
7700 Sunrise Boulevard, #23800	
Citrus Heights, California 95610	
SUMRALL, GEMMA & MINOLETTI, MARY E.	30-120-010
726 Shasta Avenue	
Weed, California 96094	
MEEK, WAYNE & MARY	23-300-320
4000 N. Highway 3	
Etna, California 96027	

87014883

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE  
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY  
RESOLUTION NO. 87-325A, ADOPTED ON DECEMBER 8, 1987

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, adopted on December 8,  
1987, and the Chairman of the Siskiyou County Board of  
Supervisors is authorized to sign said Contracts on behalf of  
of the County of Siskiyou, and the Clerk is directed to record  
said Contracts prior to March 1, 1988.

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

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 8th day of  
December 1987, by the following vote:

- AYES: Supervisors Mattos, Jackson, Thackeray and Zwanziger
- NOES: None
- ABSENT: None

*Norma Price*  
\_\_\_\_\_  
Chairman  
Siskiyou County Board of Supervisors

ATTESTED  
Norma Price  
County Clerk

By *Lisa Chandler*  
\_\_\_\_\_  
Deputy

SISKIYOU COUNTY  
RESOLUTION  
No. *87-326A*

## EXHIBIT A

ROBERTSON, BOYD L.	22-270-080
ROBERTSON, JAMES DAVID, TRUSTEE	22-270-110
Star Route	22-270-120
Gazelle, California 96034	22-270-120
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Weed, California 96094	
MEEK, WAYNE & MARY	23-300-320
4000 N. Highway 3	
Etna, California 96027	

RECORDED AT REQUEST OF  
Siskiyou County Clerk

OFFICIAL RECORDS  
 SISKIYOU COUNTY, CALIF.

DEC 22 10 00 AM '87  
 #87014883

*B. J. Sisk*  
 RECORDER FEE \$ N/C

87014882

RECEIVED

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

JUL 07 1987

BOARD OF SUPERVISORS

Planning Commission

COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

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

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: Boyd L. Robertson And James David Robertson, Trustee  
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".

APPLICANT'S NAME (If other than above): SAME AS ABOVE

APPLICANT'S ADDRESS: Star Route, GAZELLE CA 96034

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: SAME AS ABOVE

MAILING ADDRESS: SAME AS ABOVE

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
residential parcel	22-270-080	3.0
pasture	22-300-050	5.0
pasture	22-300-060	52.0
unimproved land	22-270-120	LESS THAN 1.0 ACRE
pasture	22-270-110	205.0
Total Acreage		265.0

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

OWNER(S) SIGNATURE(S) Boyd L. Robertson  
James David Robertson, Trustee

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 \_\_\_\_\_, 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



87014832

CONSENT OF LIENHOLDER

Page 10 of 20 pages

The undersigned, a lienholder against the property owned by \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

\_\_\_\_\_  
Lienholder

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

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: \_\_\_\_\_

✓ THERE ARE  
THERE ARE no Lien holders on this property.

James David Robertson, Trustee  
Boyd L. Robertson

RECEIVED

JUL 27 1987

Planning Commission







BOARD OF SUPERVISORS  
COUNTY OF SISKIYOU  
AGRICULTURAL PRODUCTION QUESTIONNAIRE

87014832

Page 12 of 20 pages

OWNER'S NAME Boyd L. Robertson and James David Robertson, Trustee ADDRESS Star Route GAZELLE CA 96034

PARCEL NUMBERS 22-270-110 22-270-120 22-300-060 22-300-070  
22-270-080

HOW LONG HAVE YOU OWNED THIS LAND? Dec 31, 1986

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 115 acres Carrying capacity 7

Irrigated pasture acreage 150 acres Carrying capacity 90-80

Dry farming acreage 0 Crops grown N/A Production per acre N/A

Field crop acreage 0 Crops grown N/A Production per acre N/A

Row crop acreage 0 Crops grown N/A Production per acre -

Grazing AUM 100 HEAD OF CATTLE Term 6 mo. Fees paid \$12 per head per mo.

Other acreage NONE Type - Production per acre -

OTHER INCOME: mobile home rental \$200 per month

Hunting rights \$ NONE per year - acres - Fishing Rights \$ - per year -

Other recreational rights \$ - per year - type - Mineral rights \$ NONE

LAND LEASED FROM OTHERS: None

Name of Owner - 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 L.L. Noy South Old Hwy 99, GAZELLE CA 96034

No. of acres 262 Rental fee per acre \$25.00 Use of land pasture

Terms of lease \$12 per head of cattle per month Lease termination date yearly basis

Share cropped to others: None Crop - % to owner - Acres -

List expenses paid by land owner Taxes

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 Boyd L. Robertson Date July 7, 1987  
James David Robertson, Trustee

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

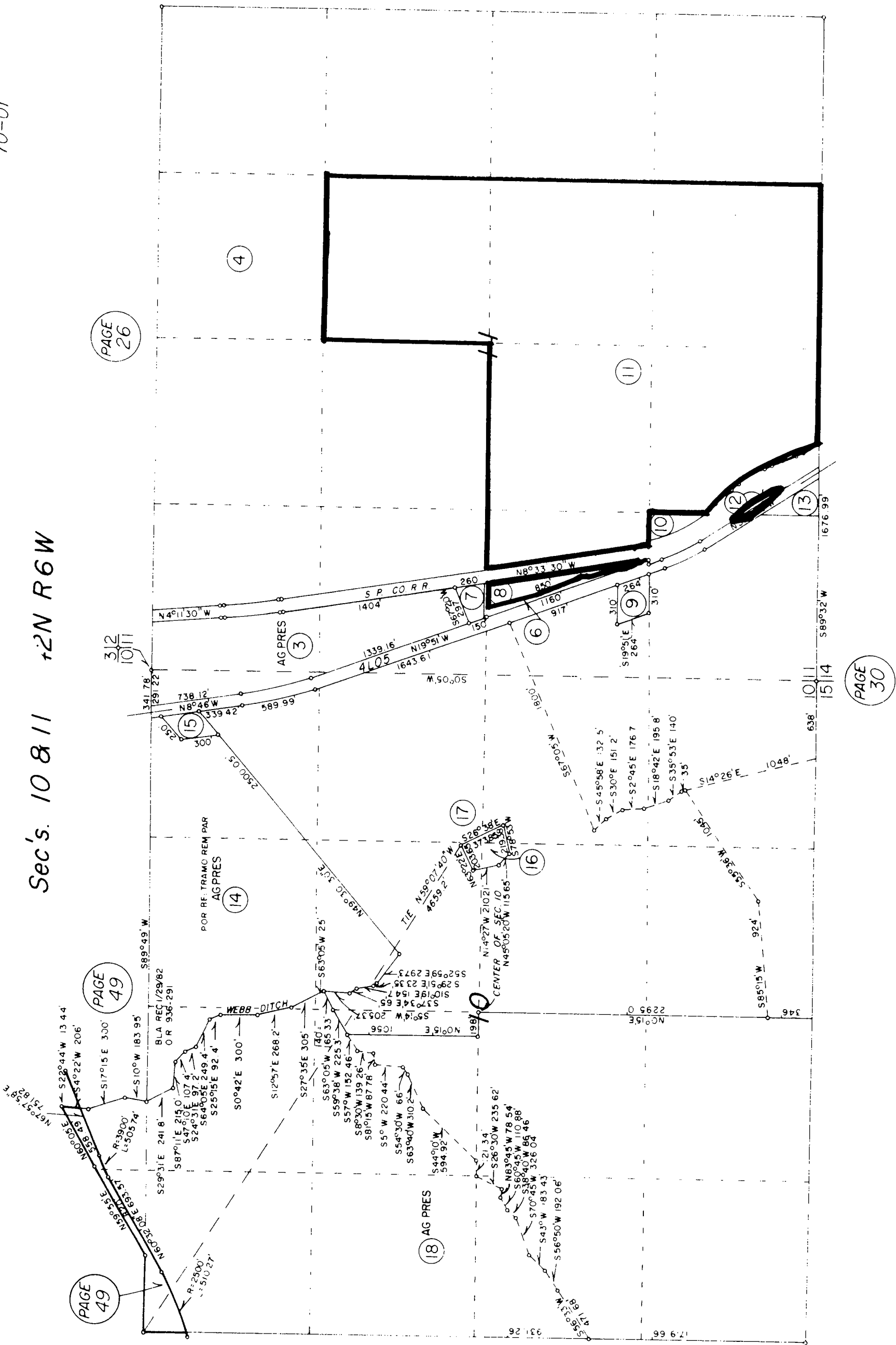
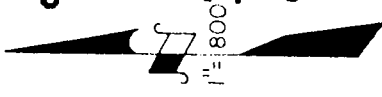
87014882

87014882

Tax Area Code  
70-01

22-27

Sec's. 10 & 11 T2N R6W



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PAGE 49

PAGE 49

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PAGE 26

PAGE 30

87014882

Page 15 of 20 pages

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

8th day December, 1987

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

ABSENT: None.

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy  
COUNTY CLERK: Lisa Chandler and  
Jolene Pace

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

PUBLIC HEARING - AGRICULTURAL PRESERVE CONTRACTS APPROVED.  
RESOLUTIONS ADOPTED.

The duly noticed applications for Agricultural Preserve Contracts came on for public hearing.

Planning Director Robert Sellman advised that the applications were reviewed by the Agricultural Preserve Advisory Committee and at a public hearing before the Siskiyou County Planning Commission and the Agricultural Preserve Contracts were recommended for approval.

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

It was moved by Supervisor Thackeray, seconded by Supervisor Mattos and unanimously carried, that the following Agricultural Preserve Contracts are approved as follows, with amendments to Contract Nos. 2 and 3 as noted:

1. Boyd L. Robertson and James David Robertson, Trustee, Star Route, Gazelle, CA 96034 - Assessor's Parcel Nos. 22-270-080; -110; -120; -120; and 22-300-050 and -060.
2. Robert Nielsen, 11637 Alegre Dr., Dublin, CA 94568 - Assessor's Parcel No. 22-240-270 - with the requirement that the Clerk be provided with an Assessor's Parcel Segregation as to the exclusion of 40 acres from the 640 acre parcel as requested by the petitioner.
3. M. J. Stewart, 1021 N. 8th, Klamath Falls, OR 97601 - Assessor's Parcel Nos. 6-250-360; -480; -490; -500; -510 and 520 - with the notation that an approved contract constitutes a parcel merger unless all parcels independently meet Agricultural Preserve division requirements.

87014832

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

8th day December, 1987

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

ABSENT: None.

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy COUNTY CLERK: Lisa Chandler and Jolene Pace

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

- 4. Shasta Farms Investors, A California Limited Partnership, 7700 Sunrise Blvd., #23800, Citrus Heights, CA 95610 - Assessor's Parcel No. 3-330-120.
- 5. Gemma Sumrall and Mary E. Minoletti, 726 Shasta Ave., Weed, CA 96094 - Assessor's Parcel No. 30-120-010.
- 6. Wayne and Mary Meek, 4000 N. Highway 3, Etna, CA 96027 - Assessor's Parcel No. 23-300-320.

Further, the Clerk is authorized to amend the contracts with notations.

RESOLUTION ADOPTED - ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES INCLUDING COMPATIBLE USES.

It was moved by Supervisor Zwanziger, seconded by Supervisor Thackeray and unanimously carried, that Resolution No. 87-325A, being a resolution establishing a new agricultural preserve with uniform rules including compatible uses, is adopted and the Chairman authorized to sign.

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 87-325A ADOPTED ON DECEMBER 8, 1987.

It was moved by Supervisor Mattos, seconded by Supervisor Jackson and unanimously carried, that Resolution No. 87-326A, being a resolution approving new agricultural preserve contracts in agricultural preserve established by Resolution No. 87-325A, adopted on December 8, 1987, is adopted and the Chairman authorized to sign.

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 12-8-87

Witness my hand and the seal of said Board of Supervisors, this 21<sup>st</sup> day of December, 1987

- cc: File
- Recorder (6)
- Applicants (6)
- Resolution File
- Assessor
- Tax Collector
- Auditor



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

By Lisa Chandler  
Deputy Clerk

87014882

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that all that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as if fully set forth, which description and reference is to the present Assessor's parcel number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve within the meaning and pursuant to the Land Conversation Act of 1965, as amended. Such Preserve may be increased or decreased in accordance with the law.

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 8th day of December 1987, by the following vote:

AYES: Supervisors Mattos, Jackson, Thackeray and Zwanziger

NOES: None

ABSENT: None

*Norma Price*  
Chairman  
Siskiyou County Board of Supervisors

ATTEST:  
Norma Price  
County Clerk

By *Lisa Chandler*  
Deputy

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

12-21-87  
ATTEST:

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

By *Lisa Chandler*  
Deputy

SISKIYOU COUNTY RESOLUTION  
No. 87-325A

## EXHIBIT A

ROBERTSON, BOYD L.	22-270-080
ROBERTSON, JAMES DAVID, TRUSTEE	22-270-110
Star Route	22-270-120
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Citrus Heights, California 95610	
SUMRALL, GEMMA & MINOLETTI, MARY E.	30-120-010
726 Shasta Avenue	
Weed, California 96094	
MEEK, WAYNE & MARY	23-300-320
4000 N. Highway 3	
Etna, California 96027	

87014892

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE  
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY  
RESOLUTION NO. 87-325A, ADOPTED ON DECEMBER 8, 1987

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, adopted on December 8,  
1987, and the Chairman of the Siskiyou County Board of  
Supervisors is authorized to sign said Contracts on behalf of  
of the County of Siskiyou, and the Clerk is directed to record  
said Contracts prior to March 1, 1988.

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

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 8th day of  
December 1987, by the following vote:

- AYES: Supervisors Mattos, Jackson, Thackeray and Zwanziger
- NOES: None
- ABSENT: None

*Norma Price*  
 \_\_\_\_\_  
 Chairman  
 Siskiyou County Board of Supervisors

ATTEST:  
 Norma Price  
 County Clerk

BY *Lisa Chandler*  
 \_\_\_\_\_  
 Deputy

This instrument is a  
 correct copy of the original  
 on file in this office.  
 12 2 87

ATTEST:  
 NORMA PRICE  
 County Clerk and ex-officio Clerk of  
 the Board of Supervisors in and for  
 the County of Siskiyou  
 BY *Lisa Chandler*  
 \_\_\_\_\_  
 Deputy

SISKIYOU COUNTY  
 RESOLUTION  
 No. 87-326A



87014882

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EXHIBIT A

ROBERTSON, BOYD L.	22-270-080
ROBERTSON, JAMES DAVID, TRUSTEE	22-270-110
Star Route	22-270-120
Gazelle, California 96034	22-270-120
	22-300-050
	22-300-060
NIELSEN, ROBERT	22-240-270
11637 Alegre Drive	
Dublin, California 94568	
STEWART, M. J.	6-250-360
1021 N. 8th	6-250-480
Klamath Falls, Oregon 97601	6-250-490
	6-250-500
	6-250-510
	6-250-520
SHASTA FARMS INVESTORS	3-330-120
A CALIFORNIA LIMITED PARTNERSHIP	
7700 Sunrise Boulevard, #23800	
Citrus Heights, California 95610	
SUMRALL, GEMMA & MINOLETTI, MARY E.	30-120-010
726 Shasta Avenue	
Weed, California 96094	
MEEK, WAYNE & MARY	23-300-320
4000 N. Highway 3	
Etna, California 96027	

RECORDED AT REQUEST OF  
Siskiyou County Clerk

OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.

DEC 22 9 59 AM '87  
#87014882

*[Signature]*  
RECORDER FEE \$ N/C