

Staff Report

Submission Date: July 25, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Proposed Barnes/Johnson APA-24-04, Application to rescind and reissue Williamson Act Contracts to reflect the transfer of property through Boundary Line Adjustment. Additionally, the applicants propose to rescind adjacent property from existing multi-owner contracts and include it in their resultant contracts.

Location: The project site is located on State Highway 3, near the community of Callahan on APNs 023-140-070, 023-140-080, 023-140-190, 023-140-510, 023-171-110, 023-171-120, 023-171-130, 023-171-270, 023-171-280, 023-540-070, 023-550-170, 023-550-200, 023-550-230, 023-560-050, 023-560-070, 023-560-110, 023-560-120, 023-560-130, 023-560-140, 023-570-190, 023-570-200; T41N, R9W, S10, 11, 13, 14, 15 & 24, MDB&M.

Exhibits:

- A.** Location Map
- B.** Zoning Map
- C.** Proposed Boundary Line Adjustment Exhibit Map
- D.** Williamson Act Amendment Questionnaire
 - 1. Barnes
 - 2. Johnson
- E.** Existing Contracts and Establishment of Agricultural Preserve
 - 1. Contract No. 72015
 - 2. Contract No. 71030
 - 3. Contract No. 73027
 - 4. Contract No. 71022

Background and Discussion

The property owners submitted an application on February 27, 2024, which proposes to transfer approximately 48.66 acres between three separate parcels (Exhibit D) through a boundary line adjustment and amend the existing Williamson Act Contracts and Agricultural Preserve accordingly. As the subject property is encumbered by different Williamson Act Contracts, pursuant to Government Code Section 51257 and the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), the county and the property owners must mutually agree to rescind the property from the existing contracts and simultaneously enter into new contracts which coincide with the new legal lot boundaries.

July 11, 2024

Additionally, the applicants propose to include additional property in the new contracts that is not part of the Boundary Line Adjustment project. Even though this property is not part of the Boundary Line Adjustment, it should be addressed as this property is currently under non-conforming contracts, being multi-owner or portions of parcels.

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

Parcel History

Parcel Creation – Subject Property of Boundary Line Adjustment

- APNs 023-140-070, 023-560-110 and 023-560-120 together are one 144.28-acre legally created parcel as Parcel I of Waiver, which was filed for record in the Siskiyou County Recorder's Office on April 14, 1976, in Volume 753 at Page 696.
- APNs 023-140-190, 023-171-130, 023-540-070, 023-550-170 and 023-560-070, together are one 174.7-acre legal parcel noted as The Tobias Parcel of Boundary Line Adjustment, which was filed for record in the Siskiyou County Recorder's Office on July 12, 1982, in Volume 953 at Page 495.
- APN 023-140-080 and a portion of 023-560-050, a portion of 023-171-110 and a portion of 023-171-120 together are one 105.53-acre legally created parcel by Grant Deed, which was filed for record in the Siskiyou County Recorder's Office on November 8, 1930, in Volume 22 at Page 81.

Parcel Creation – Additional Property Proposed to be included in Contract Rescission and Reentry

Barnes:

- APNs 023-171-270, 023-171-280, 023-550-200 and 023-550-230 together are one 370.9-acre legal parcel as modified as the Barnes Parcel of Boundary Line Adjustment, which was filed for record in the Siskiyou County Recorder's Office on July 12, 1982, in Volume 953 at Page 495.
- 7.5 acres of APN 023-560-050 and 60 acres of APN 023-171-110 together are one approximately 67.5-acre legal parcel as described in Grant Deed which was filed for record in the Siskiyou County Recorder's Office on November 10, 1930, in Volume 22 at Page 80.
- 8.5 acres of APN 023-171-110 and 33.3 acres of APN 023-171-120 together are one legal parcel that was created by Grant Deed which was filed for record in the Siskiyou County Recorder's Office on June 4, 1924, in Volume 111 at Page 227 and later modified when a portion

Johnson:

- APNs 023-560-130, 023-560-140 and 023-570-190 together are one 174.72-acre legally created parcel as Parcel I of Waiver, which was filed for record in the Siskiyou County Recorder's Office on April 14, 1976, in Volume 753 at Page 696.
- APN 023-140-510 is an approximately 3.2-acre illegally created parcel. This parcel is the remainder of an approximately 70.8-acre parcel that was illegally divided when Bruce and Carol Oxley transferred, by Grant Deed, approximately 68.9 acres to the Christensen Construction Company as filed for record in the Siskiyou County Recorder's Office on December 8, 1978, in Volume 841 at Page 35 leaving approximately 3.2 acres. In 1978, a parcel map would have been required for a division of land unless four or fewer parcels were created, each of which was 10 acres or more in size.
- APN 023-570-200 is a 1-acre legal parcel created by Grant Deed, which was filed for record in the Siskiyou County Recorder's office on January 20, 1915, in Volume 91 at Page 248.

Williamson Act Contract

- 323.2 acres of the subject property is encumbered by Williamson Act Contract as recorded February 23, 1978, Volume 808 at Page 237 and amended as recorded on October 10, 1978 in Volume 834 at Page 898, in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 72028 and Clerk's Record No. 348 (Exhibit E-1).
- 281.13 acres of the subject property is encumbered by Williamson Act Contract as recorded May 5, 1971, Volume 621 at Page 306 in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 71030 and Clerk's Record No. 54 (Exhibit E-2).
- 330 acres of the subject property is encumbered by Williamson Act Contract No. 73027 (Clerks No. as recorded February 26, 1973, Volume 683 at Page 39 in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 73027 and Clerk's Record No. 194 (Exhibit E-3).
- 1.5 acres of the subject property is encumbered by Williamson Act Contract as recorded May 5, 1971, Volume 620 at Page 472 in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 71022 and Clerk's Record No. 28 (Exhibit E-4).

Agricultural Preserves

- 323.2 acres of the subject property within an Agricultural Preserve established by Board Resolution No. 39, Book 8, adopted on February 14, 1978.
- 330 acres of the subject property within an Agricultural Preserve established by Board Resolution No. 119, Book 5, adopted on February 8, 1973.
- 282.65 acres of the subject property within an Agricultural Preserve established by Board Minute Order dated February 23, 1971

Analysis

Agricultural Preserve Requirements

Preserve Size

According to the guidelines, agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

The existing Agricultural Preserves are comprised of non-contiguous properties that are also not owned in common, making it nonconforming with the current guidelines. The existing preserve should be amended, removing the subject parcels and a new Ag preserve created, consisting of the subject parcels.

The subject property qualifies for a new Ag Preserve, as the total acreage of 1044.3 acres exceeds the 100-acre minimum.

Soils Class

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

The land contains mostly Class III soils as found in the NRCS soils data with Class VIII along the river. Due to the substantial amount of property that is part of this preserve, the proposal greatly exceeds this requirement.

Contract Requirements

Zoning

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

The property proposed to be part of the preserve is zoned Prime Agricultural, 80-acre minimum parcel size (AG-1-B-80), Non-Prime Agricultural, 40-acre minimum parcel size (AG-2-B-40), Non-Prime Agricultural, 80-acre minimum parcel size (AG-2-B-80), Rural Residential Agricultural, 5-acre minimum parcel size (R-R-B-5) and Rural Residential Agricultural, 40-acre minimum parcel size (R-R-B-40) as shown on the zoning map (Exhibit B).

Minimum Parcel Size

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

The resultant parcels of the Boundary Line Adjustment exceed the minimum at 192.94-acres, 145.70-acres and 85.87-acres.

The property that Rick Barnes proposes to include in the new contract is a 370.9-acre parcel, which also exceeds the minimum parcel size requirement.

The property that Roy Johnson proposes to include in the new contract consists of a 174.72-acre parcel, a 3.2-acre parcel and a 1-acre parcel. As the 3.2- and 1-acre parcels are substandard in size, a notice of non-renewal should be issued for these two parcels.



Figure 1: Substandard Parcels – Johnson

Agricultural Production Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. In order for the land to be considered as devoted to commercial production of agricultural commodities, the land must meet certain conditions. As the property contains at least 40 acres, at least 60% must be dedicated to the primary commercial agricultural use.

The majority of the subject property has been used for and continues to be used for Rangeland and pasture for livestock production and forage for commercial beef cattle.

A portion of the Barnes property is not accessible to livestock as this is within the path of the Scott River. The exception to the requirement of 60% dedicated to the primary agricultural use would apply as it includes streams and rock outcroppings which make that portion of the property not conducive to livestock grazing.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. Once a commercial agricultural use has been established, compatible uses may be also developed and established on the property.

Residential Uses

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

There is one residential structure on the Barnes property which is the residence of the owner.

There are three residential structures on the Johson property; the owners residence, farm labor housing and a long term rental.

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 BLA2404.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcels will be 192.94 acres, 145.70 acres and 85.87 acres, which exceed 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 preserve to remove the subject property and create a new preserve consisting of the subject property and a resolution rescinding the subject property from the existing contracts and issue new contracts which reflect the new parcel boundaries approved with the Boundary Line Adjustment and additional parcels as proposed by both property owners with the exception of the two substandard Johnson parcels. Additionally, it is recommended the board direct staff to issue a notice of non-renewal for the two substandard parcels which will remain under the existing 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 July 11, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

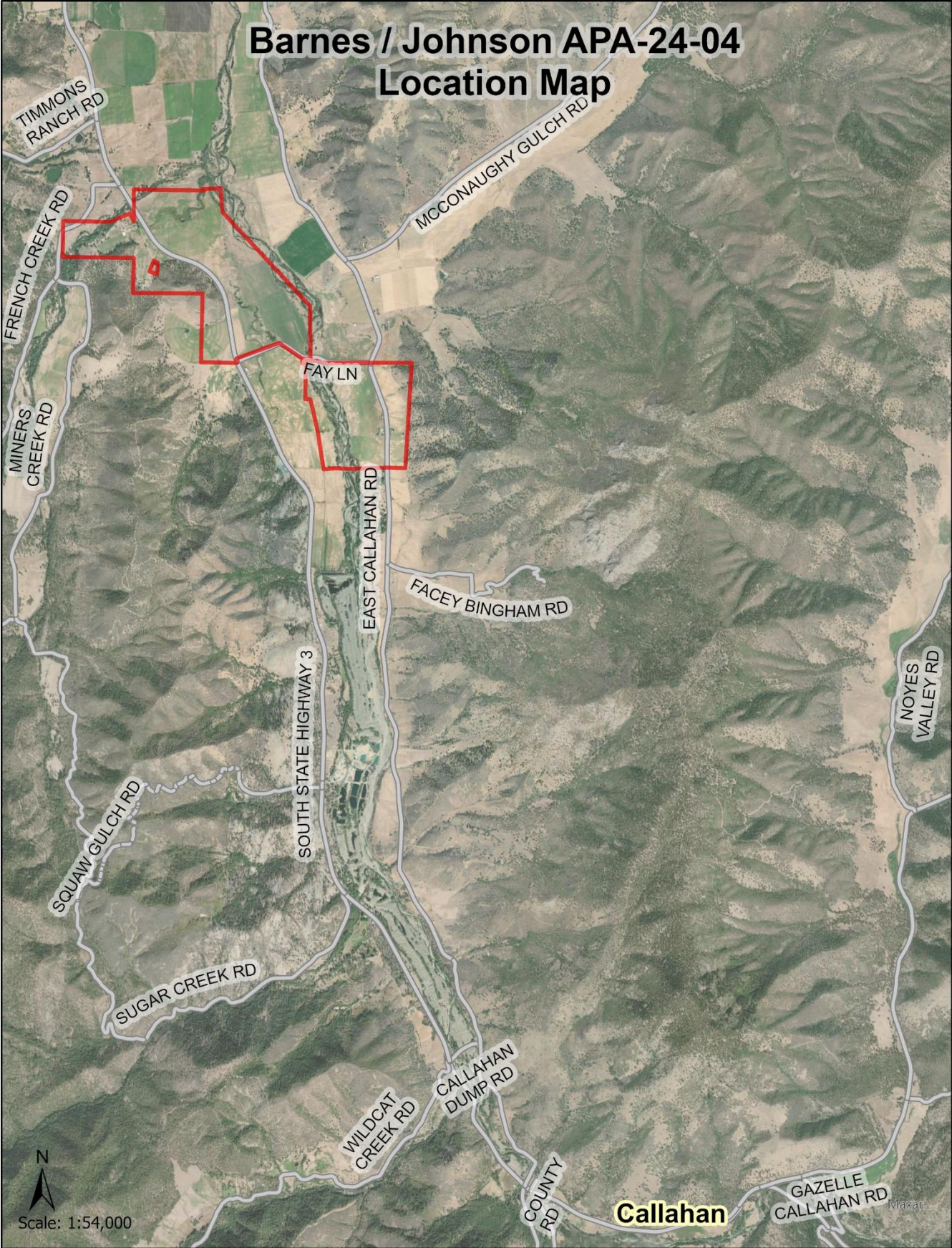


Exhibit A – Location Map

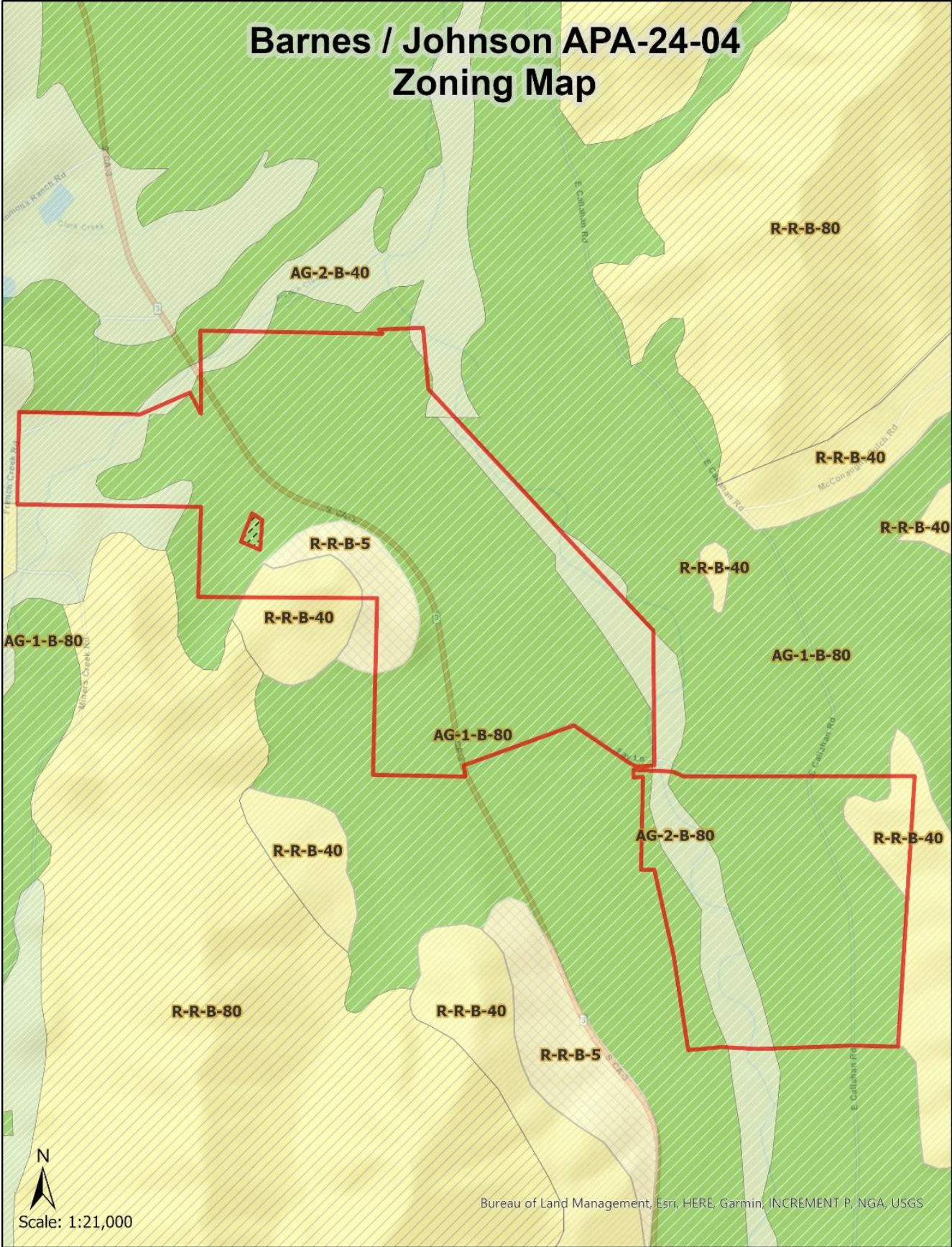


Exhibit B – Zoning Map

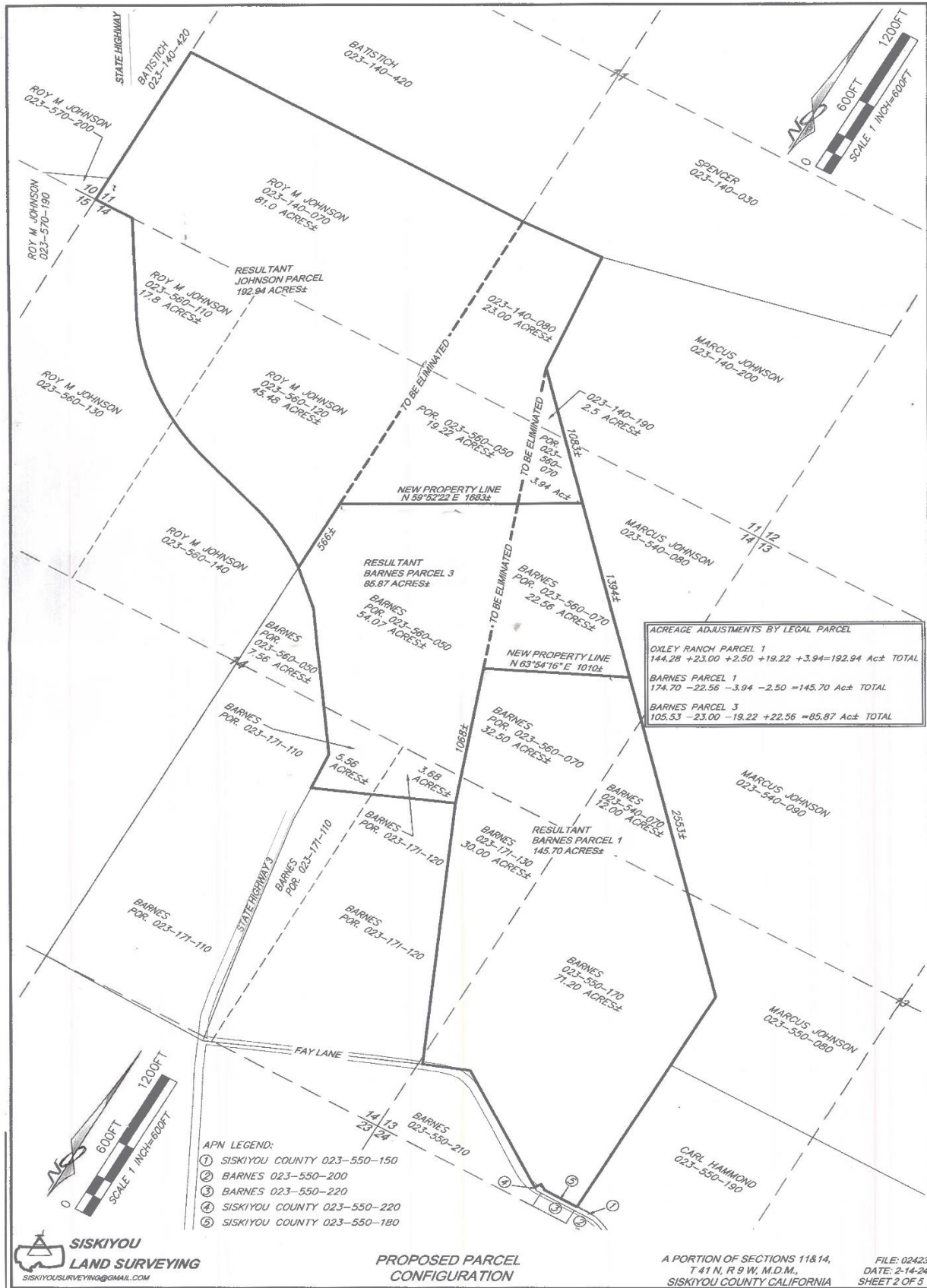


Exhibit C – Boundary Line Adjustment Exhibit

Williamson Act Contract Amendment Questionnaire

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

Owner's name: RICHARD G AND NANCY J BARNES

Address: 5508 E CALLAHAN RD CALLAHAN CA 96014

Parcel Numbers: 023-140-070, 023-560-110, 023-560-120, 023-140-080, 023-140-090, 023-171-120, 023-560-050, 023-560-070, 023-540-070, 023-171-130, 023-550-170,

How long have you owned this land? SINCE 2018 023-171-110

Type of Agricultural Use:

Dry pasture acreage 10

Irrigated pasture acreage 40 320 R2B

Dry farming acreage Crops grown Production per acre

Field crop average 160 Crops grown ALFALFA Production per acre 6 TON

Type of irrigation (pivot line, ditch, etc.) FLOOD, PIVOT

Row crop acreage Crops grown Production per acre

Other acreage PASTURE Type GRASS Production per acre 5 AUM

52 Open Space R2B

R2B { 023-171-270, 023-171-280, 023-550-200, 023-550-280

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 Michael R. Barn Date 2-25-24

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 _____

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Ray Johnson

Address: 4315 S Hwy 3 etna ca 96027

Parcel Numbers: 023-570-140-000, 023-560-140-000, 023-560-130-000, 023-140-070-000,
023-560-120-000, 023-560-110-000

How long have you owned this land? since 2018

Type of Agricultural Use:

Dry pasture acreage ~~40~~ 133

Irrigated pasture acreage 236

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop average _____ Crops grown _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) pivot wheel line pad ditch

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 \$ Mobil Home Rental per year 8600 type _____

Other \$ _____ per year _____ type _____

Land Leased to Others NA

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 *[Signature]* Date 2 12 2024

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)
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- 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 _____

Pa. 8 125 22

14696

Clark's Copy
FILED #348

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Bruce + Carol Oxley
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) HARVEY A. GREEN - JOHN DAVIDSON
(If none - write none)
APPLICANT'S NAME (If other than above): _____

APPLICANT'S ADDRESS: STAR ROUTE ETNA, CALIF. 96027

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

DESIGNATED AGENT: BRUCE Oxley MAILING ADDRESS: 5025 TRACHER ROAD OJAI - CALIF. 93023

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>CATTLE RANCH</u>	<u>23-140-240</u>	<u>68.9</u>
" "	<u>23-140-070</u>	<u>81.0</u>
" "	<u>23-560-100</u>	<u>80.0</u>
" "	<u>23-570-190</u>	<u>80.0</u>
" "	<u>23-570-200</u>	<u>1.0</u>
" "	<u>23-560-090</u>	<u>78.0</u>
Total acreage		<u>388.9</u>

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

OWNER/OWNERS SIGNATURE: Bruce Oxley
Carol Oxley

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 AT REQUEST OF
SISKIYOU COUNTY CLERK
FEB 23 1978
SISKIYOU COUNTY, CALIF.

FORM APPROVED

This 22nd day of Feb, 1978
FRANK J. DeMARCOS

Vol. 808, Page 237

RECORDED REC: None

County Council
Frank J. DeMarco
SISKIYOU COUNTY, CALIFORNIA

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

23 - 140 - 240

23 - 140 - 070

23 - 560 - 100

23 - 570 - 190

23 - 570 - 200

23 - 560 - 090

Notice to the Owner shall be addressed as follows:

Bruce Oxley
Thacher School
5025 Thacher Road
Ojai, California 93023

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

Bruce Oxley
Carol Oxley
OWNER

STATE OF CALIFORNIA)
COUNTY OF *Sebuta*) ss.

On this 23rd day of September, 1977,
before me, the undersigned, a Notary
Public, in and for said Sebuta County, personally
appeared Bruce Oxley and Carol Oxley
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.

OFFICIAL SEAL
DOROTHY L. WHITE
NOTARY PUBLIC - CALIFORNIA
SISKIYOU COUNTY
Dorothy L. White
Notary Public

My Commission expires: _____

ST: NORMA PRICE
COUNTY CLERK
SISKIYOU COUNTY, CALIFORNIA

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

George Walker
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 23rd day of February, 1978, before
me, Forrest R. Simpson a Notary Public, in and for
said Siskiyou County, personally appeared
George Walker known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.

OFFICIAL SEAL
FORREST R. SIMPSON
NOTARY PUBLIC - CALIFORNIA
SISKIYOU COUNTY
Commission Exp. Nov. 23, 1981

Forrest R. Simpson
Notary Public

My Commission Expires: 11-23-81

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 14th day of Jan., 19 71.

Harvey A Green
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 14th day of Jan., 19 71, before me, Jerome C. Reynolds a Notary Public, in and for said Siskiyou County, personally appeared Harvey A. Green known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Jerome C. Reynolds
Notary Public

My Commission Expires: JEROME C. REYNOLDS - Notary Public - Cal.
COM. EXP. FEB. 10, 1971 - SISKIYOU CO.
Box 217, Etna, Calif.

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.

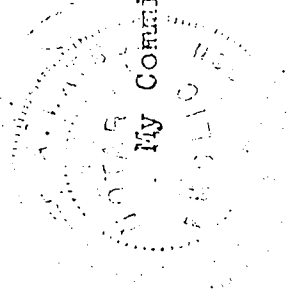
DATED: This 28th day of October, 1977.

John B. Lawden
LIENHOLDER

Oregon
STATE OF CALIFORNIA)
COUNTY OF Jackson) ss.

On this 28th day of October, 1977, before me, Shirley A. Johnston a Notary Public, in and for said Jackson County, personally appeared John B. Lawden known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Shirley A. Johnston
Notary Public



My Commission Expires: 8-17-81

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 11th day of October, 19 77.

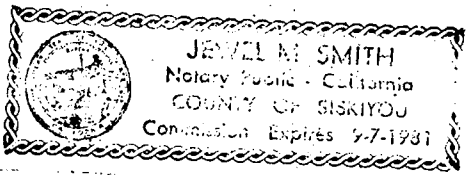
Harvey A Green
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 11th day of October, 19 77, before me, Jewel M. Smith a Notary Public, in and for said Siskiyou County, personally appeared Harvey A. Green known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Jewel M. Smith
Notary Public

My Commission Expires: 9/7/81



BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME BRUCE + CAROL OXLEY ADDRESS STAR ROUTE ETNA, CALIF.

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

HOW LONG HAVE YOU OWNED THIS LAND? 11 YEARS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 88.5 Carrying capacity about 25 head FOR 3 MO.

Irrigated pasture acreage 158 Carrying capacity about 1 lb/ac.

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 43 Crops grown ALFALFA Production per acre 6T./AC

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage 100 Type CREEK BOTTOM, ROADS, FARMYARD, ETC. Production per acre 0

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 9/25/77

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

T 4 1 N R 9 W
N 1/2 of Sec. 15

Tax Area Code
64-02
64-09

23-57

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PAGE 14

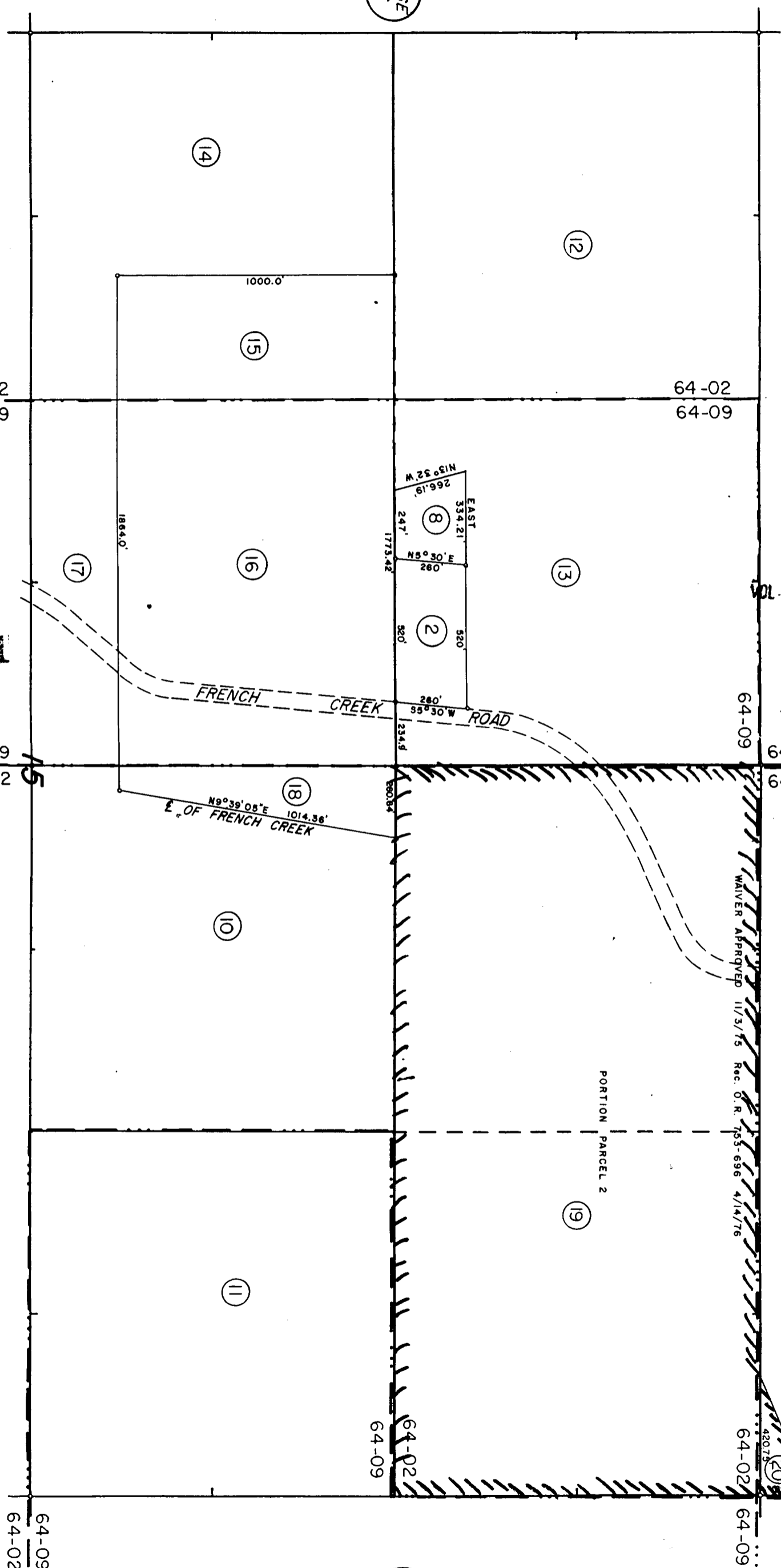
WAIVER APPROVED 11/3/75
Rec. O. R. 753-696 4/14/76

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Exhibit E-1



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PAGE 17

NOTICE: THE COUNTY OF SISKIYOU, CALIFORNIA, HAS ADOPTED THE FOLLOWING RESOLUTIONS: TO REPEAL AND LAY TO REST THE SISKIYOU COUNTY ASSESSOR'S MAP OF THE SISKIYOU COUNTY, CALIFORNIA, AND TO REPEAL AND LAY TO REST THE SISKIYOU COUNTY ASSESSOR'S MAP OF THE SISKIYOU COUNTY, CALIFORNIA, AND TO REPEAL AND LAY TO REST THE SISKIYOU COUNTY ASSESSOR'S MAP OF THE SISKIYOU COUNTY, CALIFORNIA.

Assessor's Map
County of Siskiyou, California

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23-56-100
23-56-090

T T W
N 1/2 of Sec. 14

Tax Area Code
64-02
64-09

23-56

64-09
64-02

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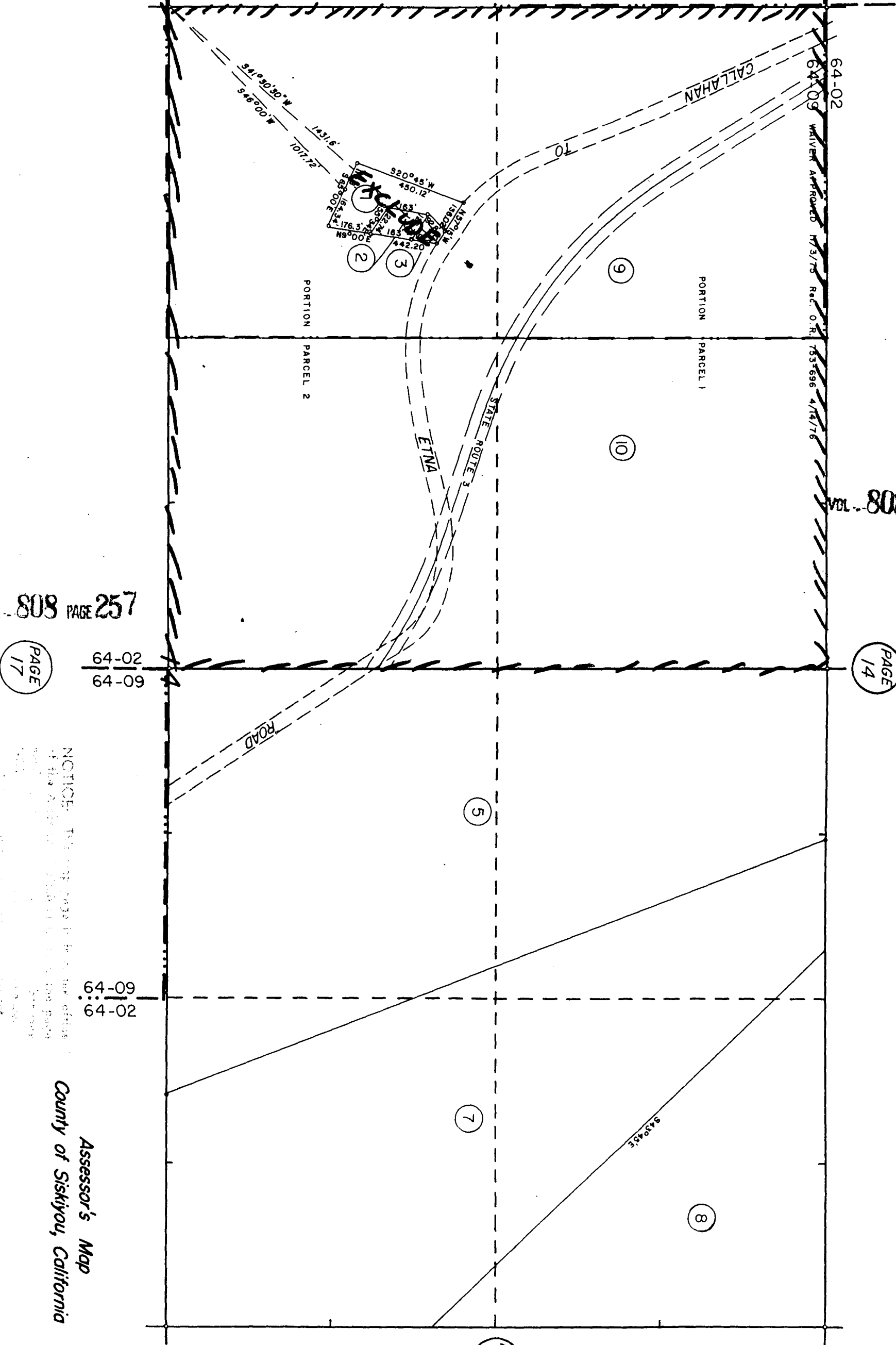
64-09
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Assessor's Map
County of Siskiyou, California

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EXHIBIT "A"

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

COOK, Cyril H. & June M. Rt. 1 Box 610 Montague, California 96064	5-120-200 5-120-440 5-130-080 5-130-100	
EVANS, Gail & Joan G. Rt. 1 Box 58 Ft. Jones, California 96032	24-110-490	
FIOCK, Everette C. Box 395 Yreka, California 96097	13-100-030 13-110-200 13-110-210 13-120-120	
FIOCK, Henry E. (Estate) c/o Everette C. Fiock & Mrs. Henry E. Fiock Box 395 Yreka, California 96097	13-260-080 13-260-120 13-260-190 13-260-330 13-260-350 13-280-250	13-280-310 13-280-330 13-310-020 13-310-050 13-310-060
FLACK, Virgil L. & Barbara Jane P.O. Box 728 464 Bel Air Drive Weed, California 96094	22-400-010	
FRANKLIN, Jesse & Bertha Box 44 Grenada, California 96038	12-130-010	
GOODE, Dale & Juanita S. Goode Route 1 Box 55 Klamath Falls, Oregon 97601	3-410-460 3-410-690 3-410-700 3-410-490 3-440-290	3-440-300 3-440-330 3-440-340 3-440-180 3-420-200
HAGEDORN, Harvey Rt. 1 Box 619 Montague, California 96064	5-37-1 5-37-8 5-36-3	
HAYDEN, Frank J. Star Route Etna, California 96027	23-290-020 23-290-050 31-240-110	
HAYDEN, Nerva M. & Gladys Star Route Etna, California 96027	23-030-060 23-030-330 23-030-370 23-030-090 23-030-110 23-030-340 23-030-350 23-040-240 23-040-250 23-070-370 23-070-380 23-070-390 23-450-070 23-460-030 23-210-070 23-220-030 23-220-020 23-260-050 23-270-070 23-280-070 23-290-040 23-290-070 23-290-080 23-290-030 23-310-010	23-400-050 23-410-090 23-410-100 23-410-060 31-210-020 31-210-050 31-230-020 31-240-270 31-240-310 31-240-430 31-240-480 31-240-490 31-240-500 31-240-510 31-240-520 31-240-530 31-240-540 31-240-550 31-250-020 31-250-040 31-250-200 31-250-330 31-250-340 31-560-030

Exhibit E-1

HOWIE, Jean S. Rt. 1 Box 780 Yreka, California	12-080-070 12-080-090 12-090-020 12-090-050 12-090-090 12-090-110 12-100-020 12-100-050 12-110-010 12-110-020 12-290-010 12-100-070 13-330-110 13-360-010	12-290-020 12-300-010 12-330-030 12-330-040 12-340-020 12-350-010 12-350-020 12-360-030 12-390-030 14-330-060 22-390-040 12-380-040
HUFFORD, Kenneth J. & Barbara A. Rt. 1 Box 548 Montague, California 96064		
ITEN, Carl J. & Velma M. P.O. Box 63 Grenada, California 96034	12-150-040 12-180-020	12-190-080 12-140-120
JOHNSON, George R. Rt. 1 Box 102 Montague, California 96064	12-510-030	
LAIRD, Robert M. & Alice J. 132 Belhaven Drive Los Gatos, California 95030	002-270-030 002-270-050 002-290-040 2-400-010 2-330-080	
MAYES, James W. & Mary Anne P.O. Box 255 Dorris, California 96023	2-080-150	
MONCHAMP CORPORATION Clifford Monchamp Rt. 1 Box 639 Montague, California 96064	13-330-080 13-330-180 13-330-220 13-340-140	
MCCRACKEN, J.H. & Marjorie P.O. Box 100 Gazelle, California 96034	22-300-030 22-300-040 22-300-070	
OXLEY, Bruce & Carol Star Route Etna, California 96027	23-140-240 23-140-070 23-560-100 23-570-190 23-570-200 23-560-090	
PARSONS, Lewis W. ROBISON, Carroll P.O. Box 99 Macdoel, California 96058	2-330-110 2-340-170 10-130-200 10-130-180	
RAZO, Mary S. OLIVOLO, John & Laura Jean Rt. 1 Box 613 Montague, California 96064	5-120-190 5-130-090	
ROOT, Mark T. & Beth L. P.O. Box 28 Grenada, California 96038	12-160-030 12-030-040	

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

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

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

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

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


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

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

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

ABSENT: None.

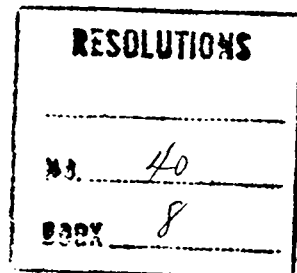
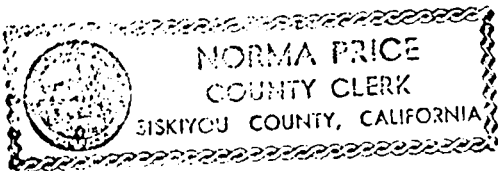


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By 
Deputy



8000

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

BOARD OF SUPERVISORS COUNTY OF SISKIYOU '78

AMENDED APPLICATION AND AGREEMENT FOR AGRICULTURAL PRESERVE CONTRACT AMENDING THAT APPLICATION AND AGREEMENT RECORDED ON FEBRUARY 23, 1978 AT VOLUME 808, PAGES 237 THROUGH PAGES 263 OF THE SISKIYOU COUNTY RECORDS.

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

348-A

FILING FEE: \$1000 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: BRUCE + CAROL Oxley (Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None").

HARLEY A. GREEN - JOHN DAVIDSON

APPLICANT'S NAME (If other than above)

APPLICANT'S ADDRESS STAR RT. 1 - Box 716 ETNA, CALIF.

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

DESIGNATED AGENT:

MAILING ADDRESS: STAR RT. 1 Box 716 ETNA CALIF

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
CATTLE RANCH	23-140-070	81.0
" "	23-560-100	80.0
" "	23-570-190	80.0
" "	23-570-200	1.0
" "	23-560-090	78.0
" "	23-140-240 (PARTIAL)	43.9
Total Acreage		363.9

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:

Signature of Bruce Oxley and Carol Oxley

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 AT REQUEST OF Siskiyou County Clerk

This 10th day of Oct 78

OCT 10 2 03 PM '78 Vol 834 Page 898

County Clerk Signature: Frank J. Williams

RECORDED no chg

834 PAGE 898

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.

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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:

23-140-070

23-560-100

23-570-190

23-570-200

23-560-090

23-140-240 (PARTIAL)

Notice to the Owner shall be addressed as follows:

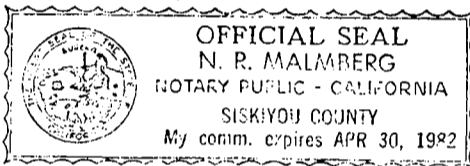
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

Bruce Oxley
Carol Oxley

OWNER

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 26TH day of SEPTEMBER, 1978, before me, N. R. MALMBERG, a Notary Public, in and for said SISKIYOU County, personally appeared BRUCE & CAROL OXLEY known to me to be the persons S whose name S subscribed to the within instrument, and acknowledged to me that THEY executed the same.



N. R. Malmberg
Notary Public

My Commission expires: APR 30, 1982

ATTEST:

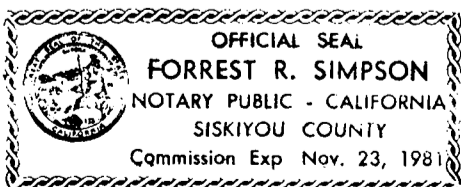
COUNTY OF SISKIYOU, Board of Supervisors

Norme Prier
Clerk

George Wacker
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 10th day of October, 1978, before me, Forrest R. Simpson a Notary Public, in and for said Siskiyou County, personally appeared George Wacker known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Forrest R. Simpson
Notary Public

My Commission Expires: 11-23-81

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 14th day of Jan., 19 71.

Harvey A. Green
LIENHOLDER

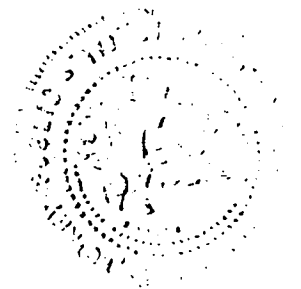
STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 14th day of Jan., 19 71, before me, Jerome C. Reynolds a Notary Public, in and for said Siskiyou County, personally appeared Harvey A. Green known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Jerome C. Reynolds
Notary Public

My Commission Expires:

JEROME C. REYNOLDS - Notary Public - Cal.
COM. EXP. FEB. 10, 1971 - SISKIYOU CO.
Box 217, Etna, Calif.



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 28th day of October, 1977.

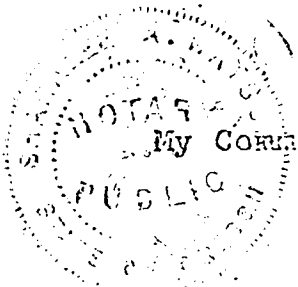
John B. Davidson
LIENHOLDER

Oregon
STATE OF CALIFORNIA)
COUNTY OF Jackson) ss.

On this 28th day of October, 1977, before me, Shirley A. Dutton a Notary Public, in and for said Jackson County, personally appeared John B. Davidson known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Shirley A. Dutton
Notary Public

My Commission Expires: 8-17-81



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 11th day of October, 19 77.

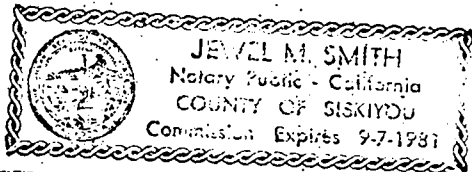
Harvey A Green
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 11th day of October, 19 77, before me, Jewel M. Smith a Notary Public, in and for said Siskiyou County, personally appeared Harvey A. Green known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Jewel M. Smith
Notary Public

My Commission Expires: 9/7/81



BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME BRUCE + CAROL Oxley ADDRESS ST. RT. 1 - Box 716 - ETNA, Cal.

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

HOW LONG HAVE YOU OWNED THIS LAND? 11 YRS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 63.5 Carrying capacity ABOUT 25 HD. FOR 3 MO.

Irrigated pasture acreage 158 Carrying capacity @ 1 HD./AC.

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 43 Crops grown ALFALFA Production per acre 67/AC.

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage 100 Type CRECK BOTTOM RDS - FARMYARD Production per acre 0

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 Bruce Oxley Date 9/25/78

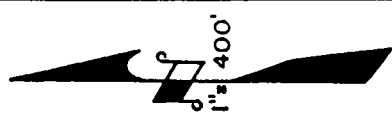
Please return this form to the Clerk of the Board of Supervisors along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act as adopted by the Siskiyou County Board of Supervisors.

Adopted 11-28-72

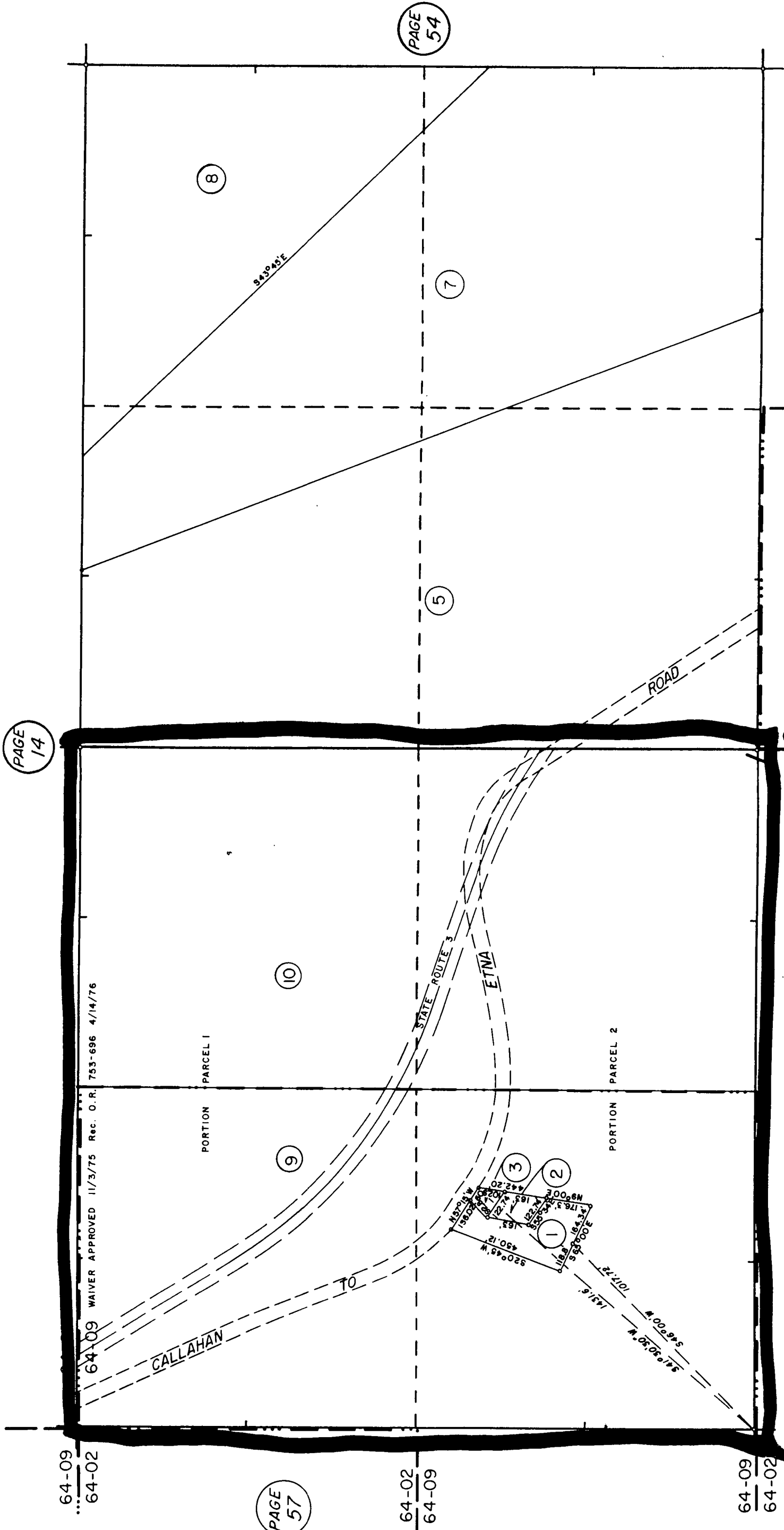
T 41 N R 9 W
N 1/2 of Sec. 14

Tax Area Code
64-02
64-09

23-51



PAGE 14



64-09
64-02

PAGE 57

64-02
64-09

64-09
64-02

64-09
64-02

64-09
64-02

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

PAGE 17

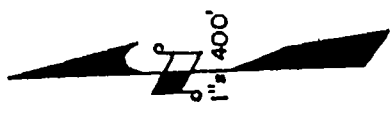
Assessor's Map
County of Siskiyou, California

VOL 834 PAGE 916

VOL 834 PAGE 917

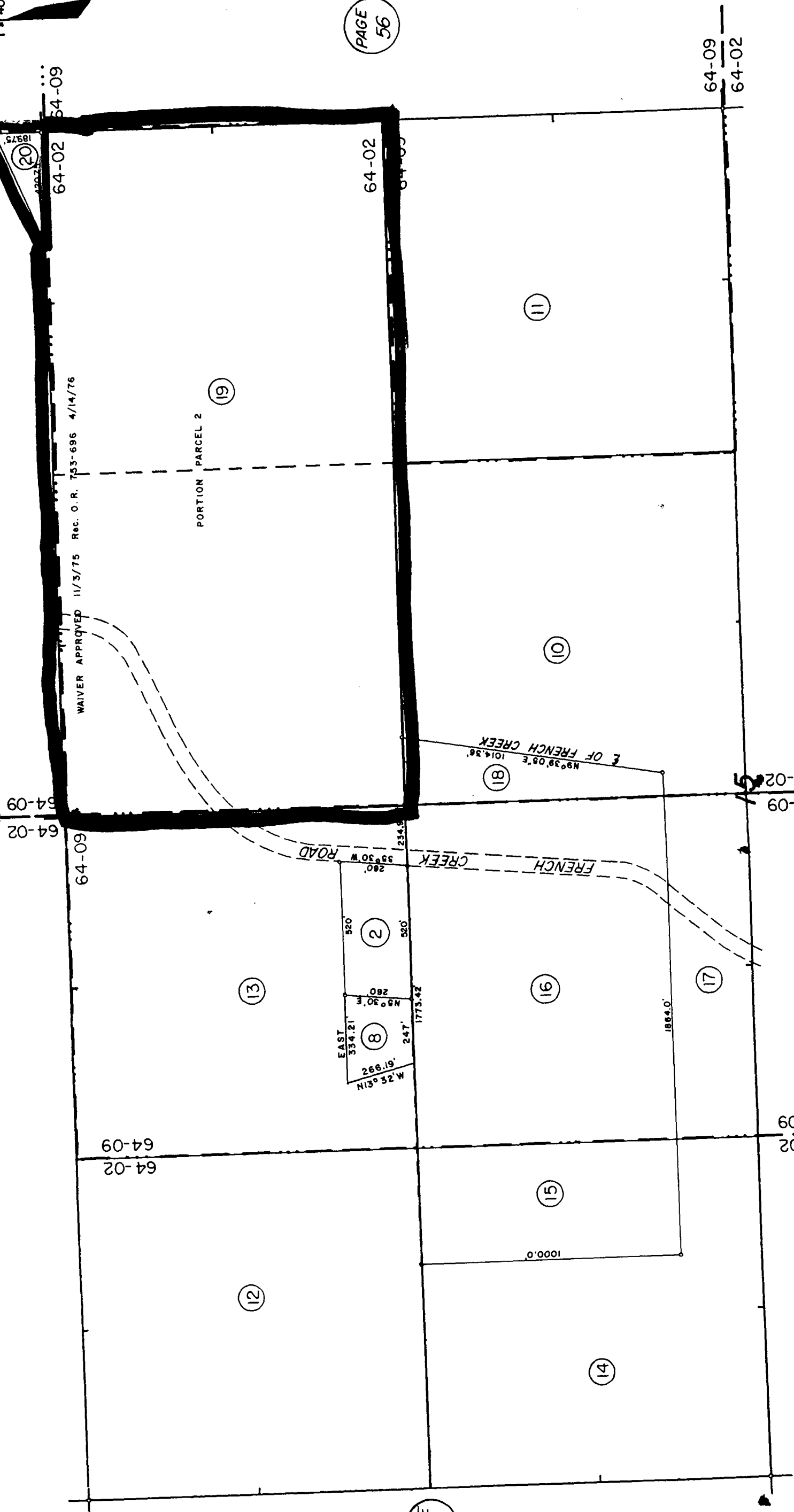
Tax Area Code
64-02
64-09

T 41 N R 9 W
N 1/2 of Sec. 15



64-02
64-09
64-02

PAGE 14



EAST 334.21
 N89°30'E 280
 W 25°51'N 266.19'
 247'
 1773.42
 320
 320
 280

PAGE 16

PAGE 56

64-02
64-09

PAGE 17

64-02
64-09

64-09
64-02

Assessor's Map
County of Siskiyou, California

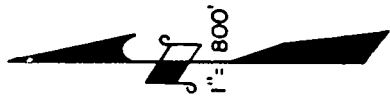
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number in NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

VOL 834 PAGE 915

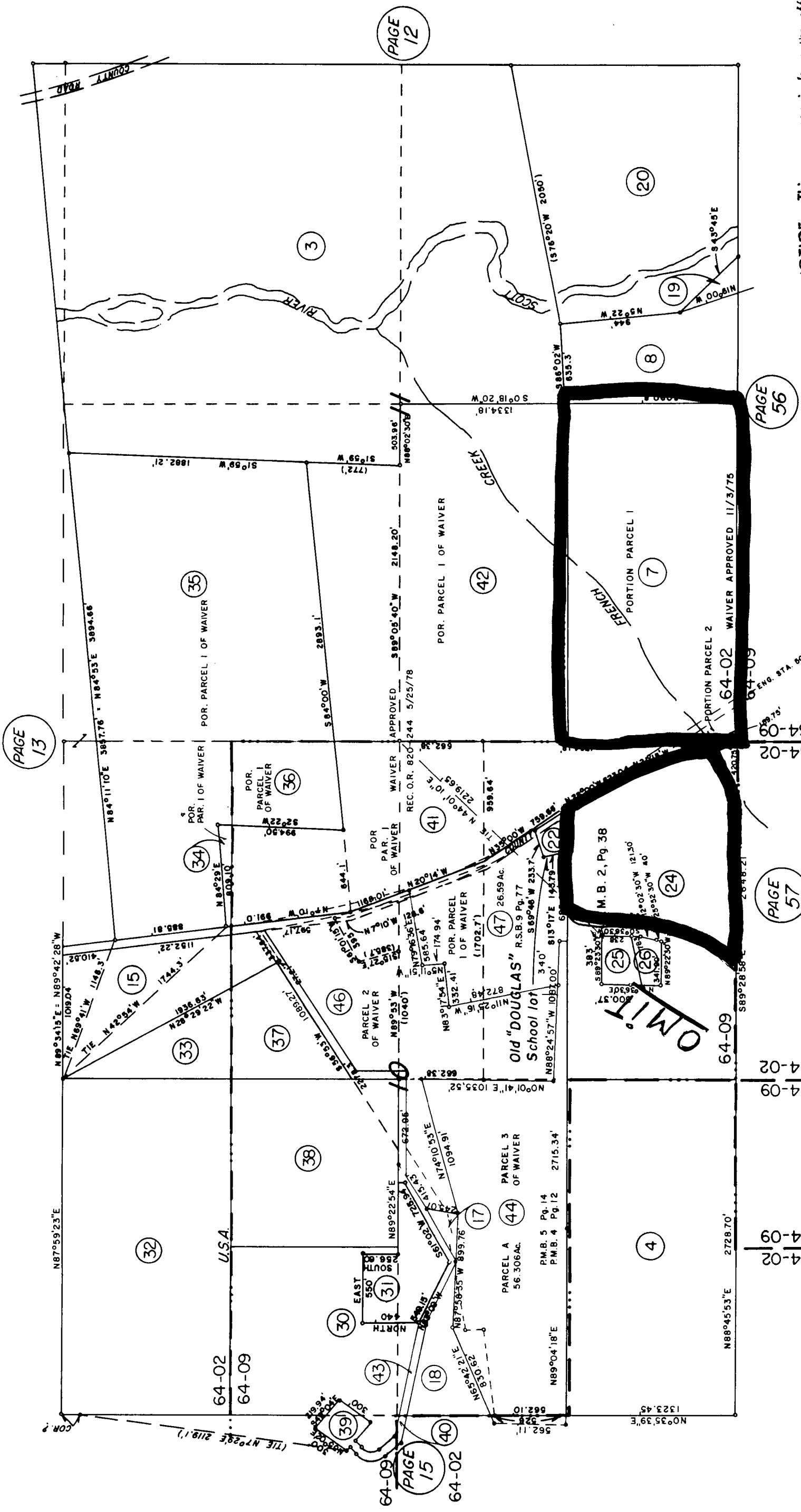
VOL 834 PAGE 914

Tax Area Code
64-02
64-09

23-14



Secs 10 & 11 T41N R9W



PAGE 13

PAGE 12

PAGE 56

PAGE 57

NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 307.

OMIT ALL THAT TRACT WEST OF FRENCH CREEK ROAD.

VOL 834 PAGE 912

VOL 834 PAGE 012

Exhibit E-1

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

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

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

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

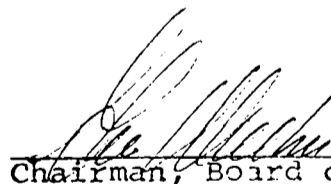
BE IT FURTHER RESOLVED, that all Agricultural
Preserve Contracts, as hereinabove approved by the Board of
Supervisors, are hereby described in Exhibit "A" attached
hereto and made a part hereof.

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

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

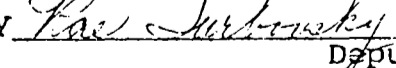
NOES: None.

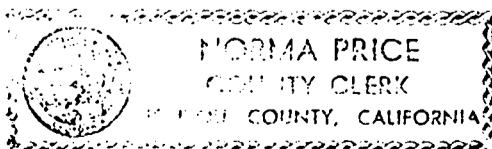
ABSENT: None.


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By 
Deputy



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

VOL 834 INCL 918

EXHIBIT "A"

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

COOK, Cyril H. & June M. Rt. 1 Box 610 Montague, California 96064	5-120-200 5-120-440 5-130-080 5-130-100	
EVANS, Gail & Joan G. Rt. 1 Box 58 Ft. Jones, California 96032	24-110-490	
FIOCK, Everette C. Box 395 Yreka, California 96097	13-100-030 13-110-200 13-110-210 13-120-120	
FIOCK, Henry E. (Estate) c/o Everette C. Fiock & Mrs. Henry E. Fiock Box 395 Yreka, California 96097	13-260-080 13-260-120 13-260-190 13-260-330 13-260-350 13-280-250	13-280-310 13-280-330 13-310-020 13-310-050 13-310-060
FLACK, Virgil L. & Barbara Jane P.O. Box 728 464 Bel Air Drive Weed, California 96094	22-400-010	
FRANKLIN, Jesse & Bertha Box 44 Grenada, California 96038	12-130-010	
GOODE, Dale & Juanita S. Goode Route 1 Box 55 Klamath Falls, Oregon 97601	3-410-460 3-410-690 3-410-700 3-410-490 3-440-290	3-440-300 3-440-330 3-440-340 3-440-180 3-420-200
HAGEDORN, Harvey Rt. 1 Box 619 Montague, California 96064	5-37-1 5-37-8 5-36-3	
HAYDEN, Frank J. Star Route Etna, California 96027	23-290-020 23-290-050 31-240-110	
HAYDEN, Nerva M. & Gladys Star Route Etna, California 96027	23-030-060 23-030-330 23-030-370 23-030-090 23-030-110 23-030-3'0 23-030-350 23-040-240 23-040-250 23-070-370 23-070-380 23-070-390 23-450-070 23-460-030 23-210-070 23-220-030 23-220-020 23-260-050 23-270-070 23-280-070 23-290-040 23-290-070 23-290-080 23-290-030 23-310-010	23-400-050 23-410-090 23-410-100 23-410-060 31-210-020 31-210-050 31-230-020 31-240-270 31-240-310 31-240-430 31-240-480 31-240-490 31-240-500 31-240-510 31-240-520 31-240-530 31-240-540 31-240-550 31-250-020 31-250-040 31-250-200 31-250-330 31-250-340 31-560-030

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

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

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

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

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

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

12-510-030

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

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

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

2-080-150

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

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

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

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

OXLEY, Bruce & Carol
Star Route
Etna, California 96027

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

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

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

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

5-120-190
5-130-090

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

12-160-030
12-030-040

Exhibit E-1

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

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

26th day September 1978

PRESENT: Supervisors Mickey McArdle, George Wacker, Mike Belcastro and Ray Torrey.
Chairman Wacker presiding.

ABSENT: Supervisor Ernest Hayden

COUNTY ADMINISTRATOR: Richard E. Sierck COUNTY CLERK: Norma Price

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

BRUCE AND CAROL OXLEY AUTHORIZED TO FILE AMENDED AGRICULTURAL PRESERVE CONTRACT.

It was moved by Supervisor Belcastro, seconded by Supervisor McArdle, because of a clerical error, Bruce and Carol Oxley are hereby authorized to file an Amended Agricultural Preserve Contract. Upon the filing of said contract, the Chairman is authorized to sign and the Clerk is directed to record the document.

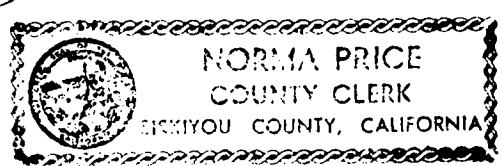
AYES: Supervisors McArdle, Belcastro and Torrey.
NOES: None.
ABSENT: Supervisor Hayden.

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

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 9-26-78.

Witness my hand and the seal of said Board of Supervisors, this 6th day of October, 1978.

cc-File
Planning
Recorder
Planning
Assessor



Norma Price
County Clerk and ex-Officio Clerk of the Board
of Supervisors of Siskiyou County, California
By Ray Turbovsky
Deputy Clerk

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

VOL 834 PAGE 923

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

26th day September 1978

PRESENT: Supervisors Mickey McArdle, George Wacker, Mike Belcastro and Ray Torrey.
Chairman Wacker presiding.

ABSENT: Supervisor Ernest Hayden

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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AYES: Supervisors McArdle, Belcastro and Torrey.

NOES: None.

ABSENT: Supervisor Hayden.

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

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 9-26-78.

Witness my hand and the seal of said Board of Supervisors, this _____ day of _____, 19____.

Norma Price

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

cc-File

Planning
Recorder
Planning
Assessor

By _____
Deputy Clerk

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

Mr. George Wacker - Chairman
Board of Supervisors - Stanislaus County
Yreka - California -

Dear Sir:

Enclosed are three papers concerning
an oversight made at the time of my
application for Ag. Preserve.

I am now following the instructions
of Bob Sellman.

I did not wish the described property
included in Ag. Preserve as it was
already zoned RAB10.

Thank you for your attention to
this matter.

Very Truly Yours,

Bruce Oxley

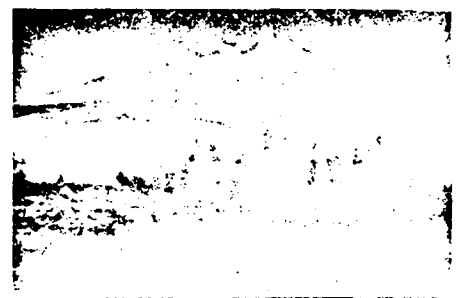
Bruce Oxley

Rt. 1, Box 716

Yreka, Ca.

PLANNING DEPARTMENT

TELEPHONE: 842-3531, EXTENSION 42
PLANNING DIRECTOR DAVID G. HEDBERG



PLANNING COMMISSION:

JAMES STEINHAUS
CHAIRMAN

BRUCE MARTIN
VICE CHAIRMAN

MARY CANNON

ALBERT CEDROS

WM. HEIDEWALD

W. J. HILLERY

LUKE LANGE

SIDNEY MUMA

CLAES B. NILSSON

County of Siskiyou

COURT HOUSE ANNEX
YREKA, CALIFORNIA
95097

August 18, 1978

Mr. Bruce Oxley
Star Route
Etna, California 96027

Dear Bruce,

Reference is made to your letter of April 18, with regard to the parcel which was not supposed to be included in your Agricultural Preserve Contract.

You will have to make a written request to the Assessor's Office for a segregation as described in your letter and at the same time make a written request to the Board of Supervisors to exclude the area described therein from the Agricultural Preserve Contract.

Yours truly,

SISKIYOU COUNTY PLANNING DEPARTMENT
David G. Hedberg, Planning Director

Robert Sellman, Assistant Planning Director

RS:fh

OREL E. LEWIS
Registered Civil Engineer

328 W. MINER STREET
YREKA, CALIFORNIA
96097

April 14, 1978

BRUCE OXLEY PROPERTY

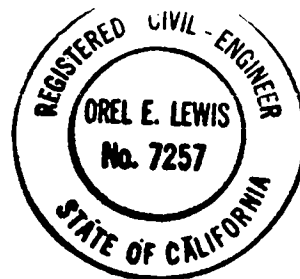
Tract West of French Crrek Road

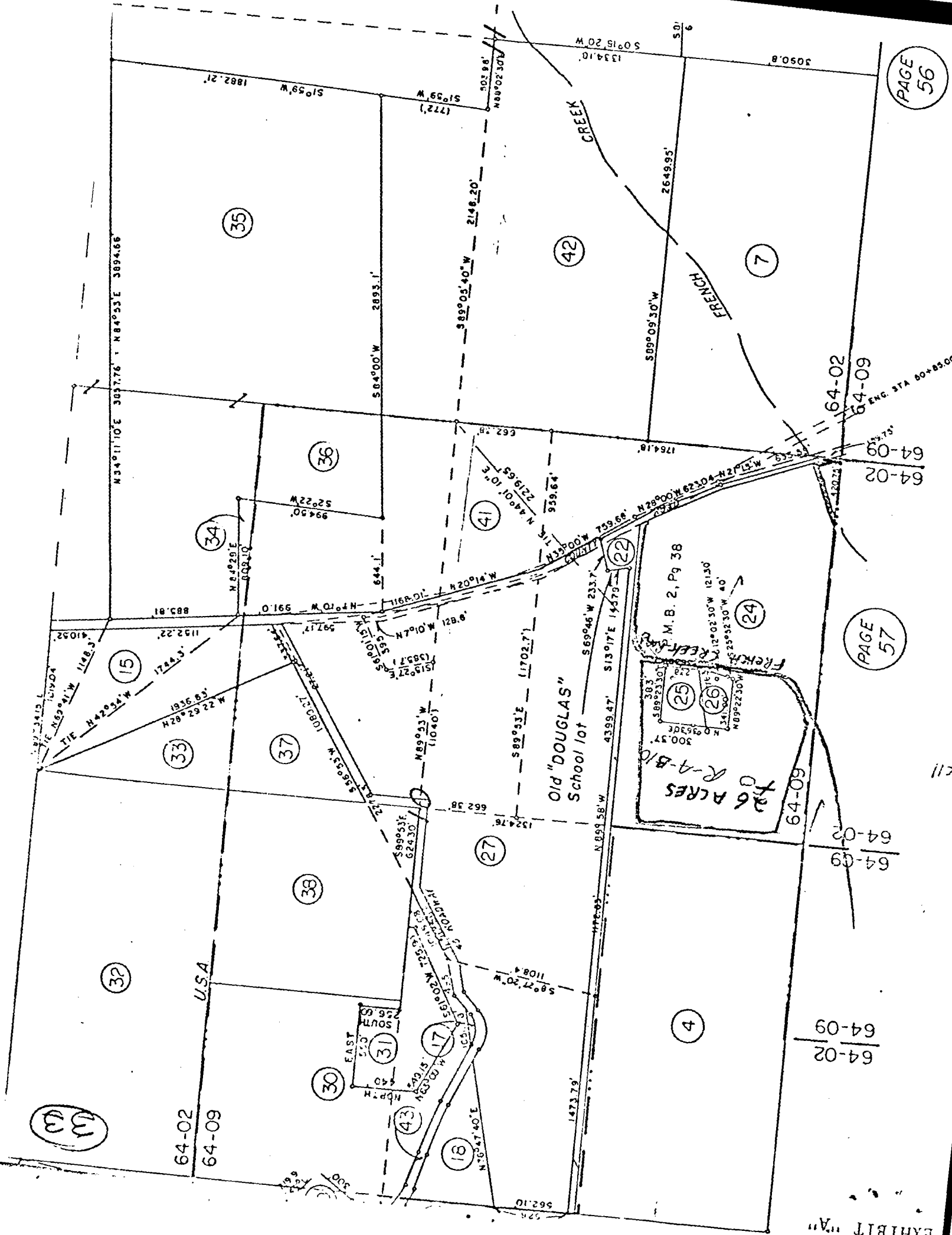
All that portion of the South half of the Southeast quarter of Section 10, T 41 N, R 9 W, M. D. B. & M. lying West of County Road No. 3G002, commonly known as the French Creek Road.

EXCEPTING THEREFROM a 4.086 acre parcel of land described in a deed recorded in Vol. 715, pg. 46 of Official Records of Siskiyou County.

ALSO EXCEPTING THEREFROM that certain parcel of land described in a deed recorded in Vol. 726, pg. 205 of Official REcords of Siskiyou County.

Orel E. Lewis.





PAGE 56

PAGE 57

EXHIBIT "A"

Exhibit E-1

11/21

64-02 / 64-09

64-02 / 64-09

64-02 / 64-09

64-02 / 64-09

ENG. STA 50+85.00

M.B. 2, Pg 38

2.6 ACRES
R-A-B-10

64-02 / 64-09

USA

Old "DOUGLAS" School lot

CREEK

BENCH

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

MAY 5 11 14 AM '71

Vol. 621, Page 306

[Handwritten signature]

11521

RECORDED FILE \$ No Charge
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 Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

Reba Hays Jeffries
P. O. Box 133
Newbury Park, Ca. 91320

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

Reba Hays Jeffries
Reba Hays Jeffries

OWNER

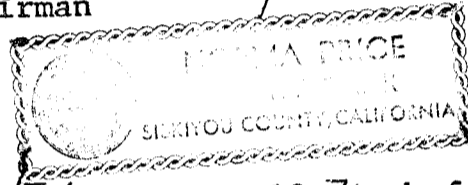
ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

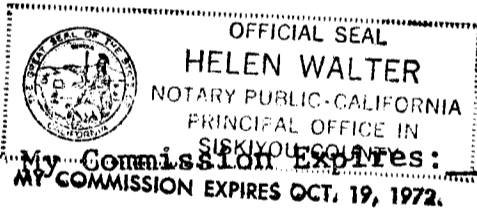
Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.



On this 26th day of February, 19 71, before
me, Helen Walter a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Helen Walter
Notary Public

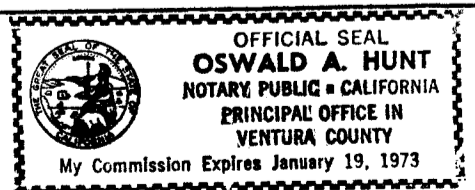
oo0oo

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

On this 27th day of January, 19 71,
before me, OSWALD A. HUNT, a Notary
Public, in and for said Ventura County, personally
appeared Reba Hays Jeffries
known to me to be the person whose
name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

Oswald A. Hunt
Notary Public

My Commission expires: _____



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 5 day of February, 1971.

Witnesses to MARK:

Thomas A. Gardner
Samuel R. Friedman

John L. Cooley
MARK
LIENHOLDER

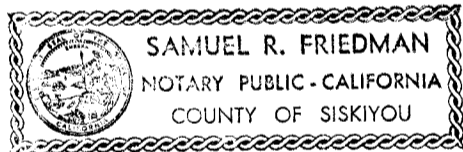
STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

Estella V. Cooley

On this 5 day of February, 1971, before me, Samuel R. Friedman a Notary Public, in and for said Siskiyou County, personally appeared John L. Cooley and Estella V. Cooley known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

Samuel R. Friedman
Notary Public

My Commission Expires: 12-5-73



CONSENT OF LIENHOLDER

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

D & L
N.W.L.

DATED: This 8 day of FEB., 1971.

Donald L. La Fevers
LIENHOLDER

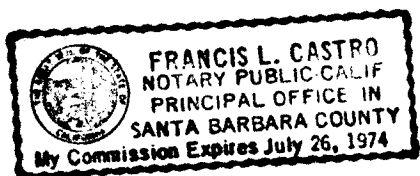
Nysa W. La Fevers
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) ss.

On this 8th day of February, 1971, before me, Francis L. Castro a Notary Public, in and for said Santa Barbara County, personally appeared Donald L. La Fevers and Nysa La Fevers known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Francis L. Castro
Notary Public

My Commission Expires: July 26th 1974



CONSENT OF LIENHOLDER

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

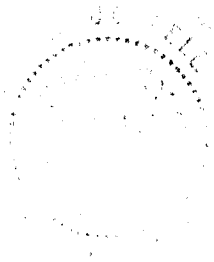
CONSERVATION
CENTRE
H.D.L. Feb. 3rd
N.H.L. 1971

DATED: This 3rd day of Feb, 1971.

David H. LaFeyers
LIENHOLDER
Helen D. LaFeyers
LIENHOLDER

STATE OF OKLAHOMA)
) ss.
COUNTY OF)

On this 3 day of February, 1971, before me, Norman J. Bell a Notary Public, in and for said Oklahoma County, personally appeared David H. LaFeyers and Helen D. LaFeyers known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Norman J. Bell
Notary Public

My Commission Expires: Sept. 24 - 1973

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

4th day May 19 71

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

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board on February 23, 1971, approving numerous Land Conservation Contracts, it was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the Clerk is hereby instructed to have the Land Conservation Contracts entered into with the following property owners recorded:

Chaparral Cattle Co.
Donovan C. Griffin
Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

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

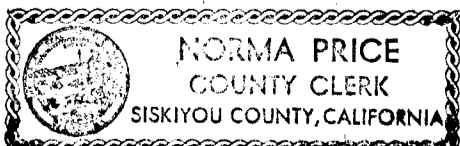
STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{ss} ABSENT: None.

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 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder

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



By _____ Deputy Clerk

May 28, 1971

Reba Hays Jeffries
P. O. Box 133
Newbury Park, Ca. 91320

Dear Mrs. Jeffries:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded May 5, 1971, Vol. 621, Page 306, Official Records of Siskiyou County. I am enclosing two copies of said Contract for your files and the files of your lienholder.

Very truly yours,

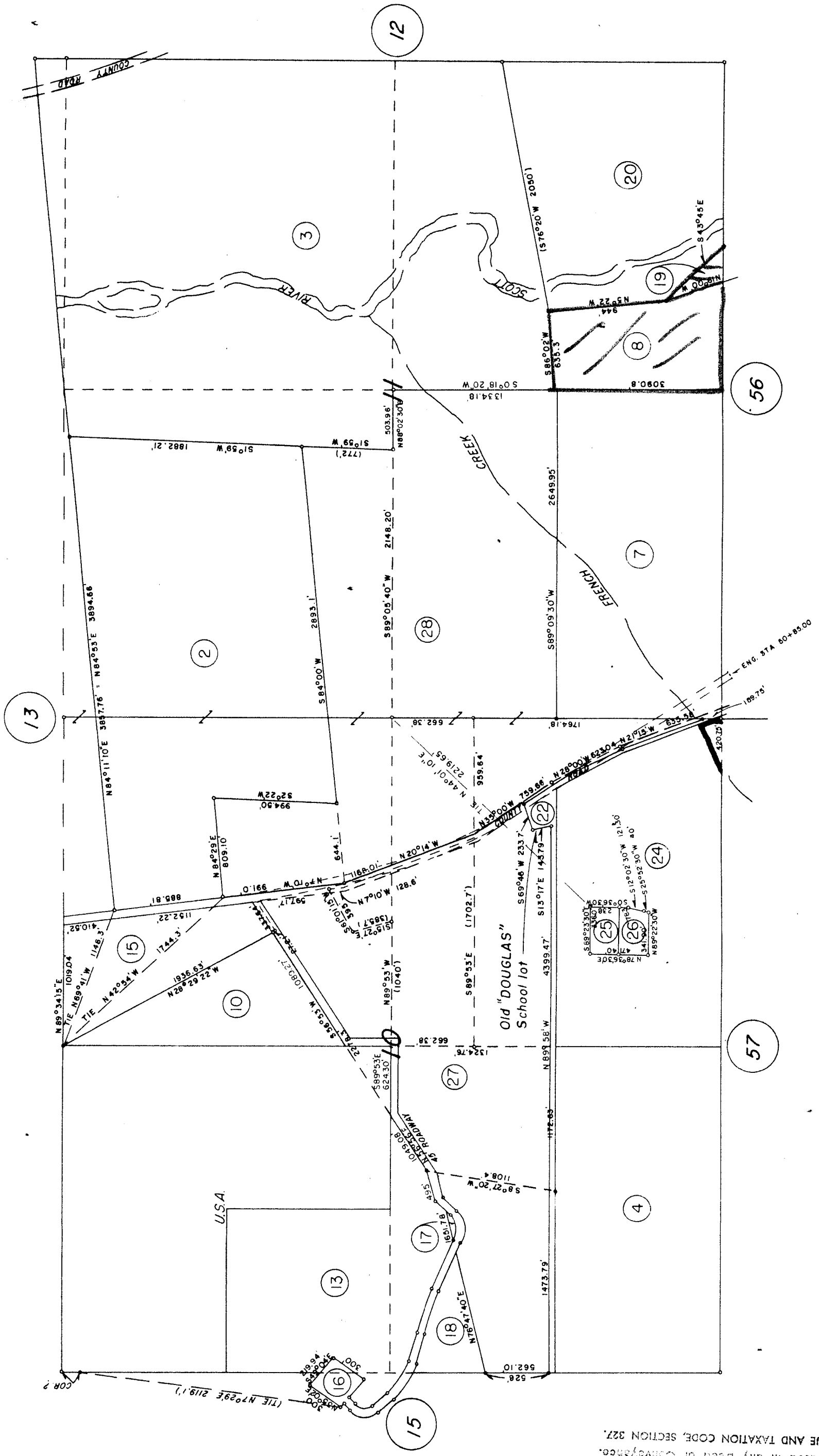
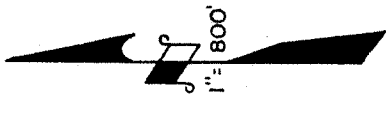
Norma Price, Clerk
Board of Supervisors

By _____
Deputy

Encl.

C
O
P
Y

Secs 10 8 11 T41N R9W



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

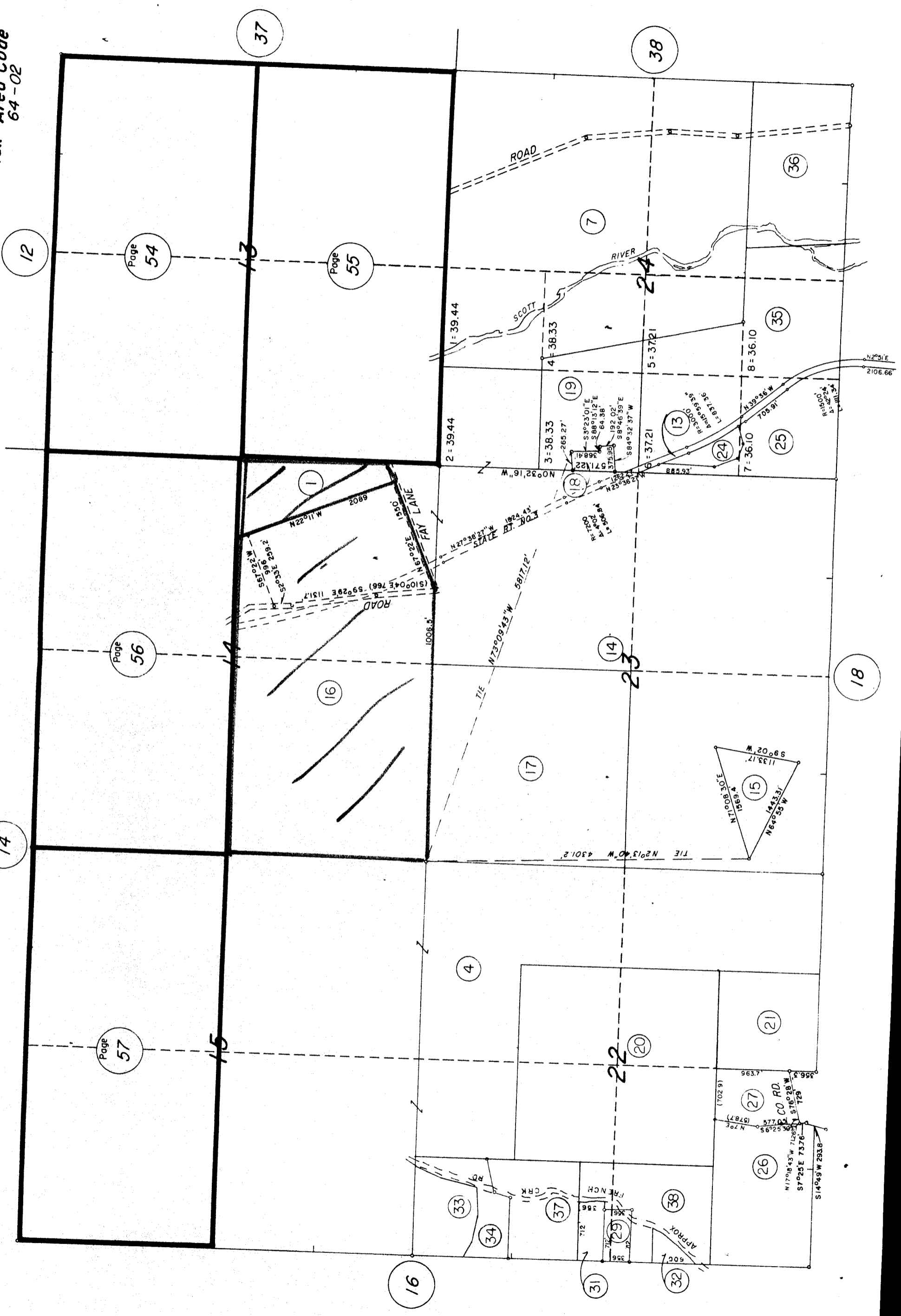
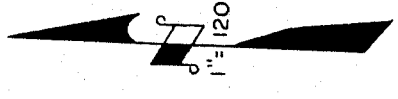
Exhibit E-2

NOTICE: This map page is part of a larger map. The number of the Assessor's Exhibit E-2 page, the parcel number or other number may NOT be used in any deed or conveyance. REVENUE AND TAXATION CODE, SECTION 327.

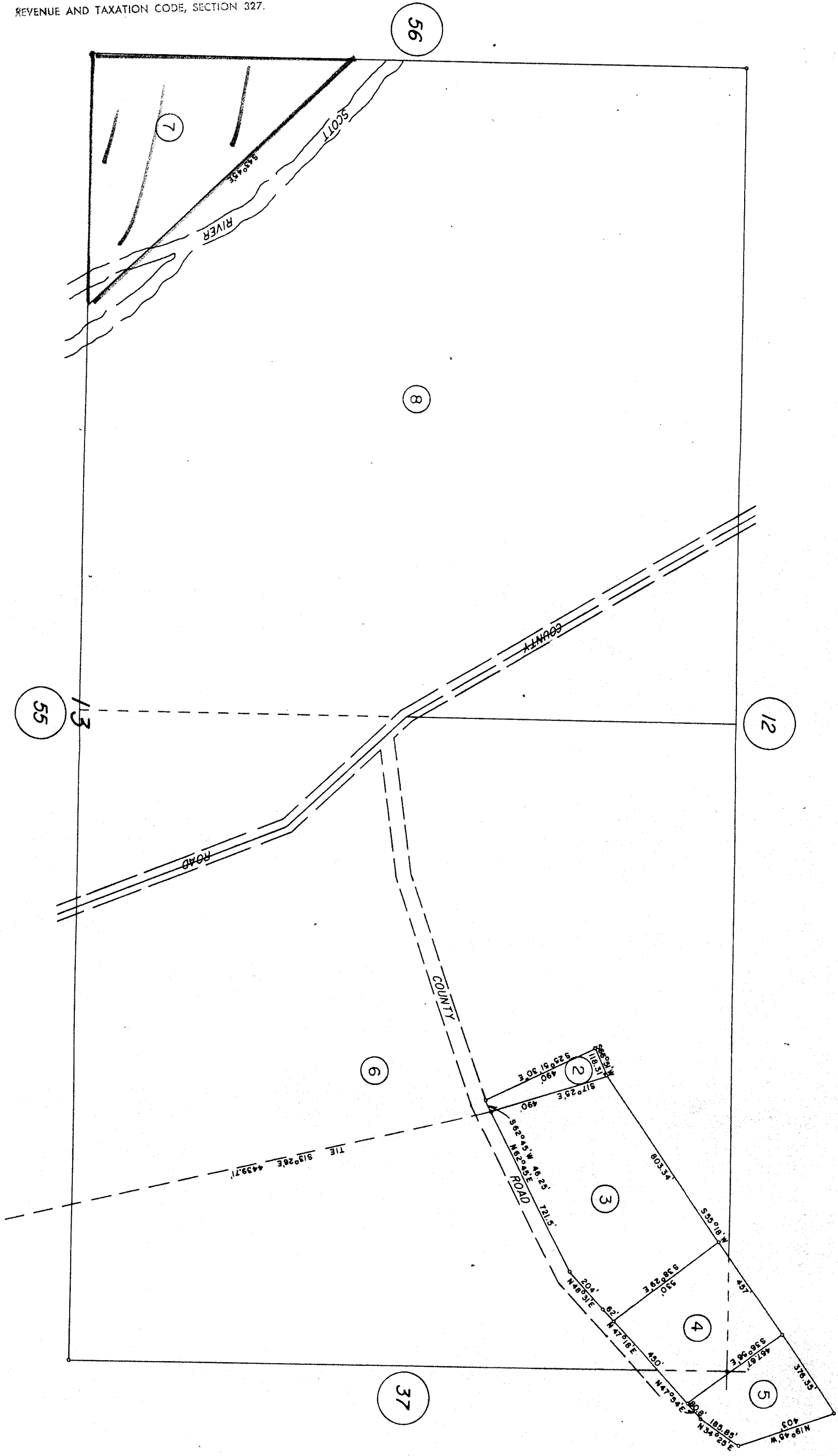
T 41 N R 9 W

Tax Area Code
64-02

23-17



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REVENUE AND TAXATION CODE, SECTION 327.



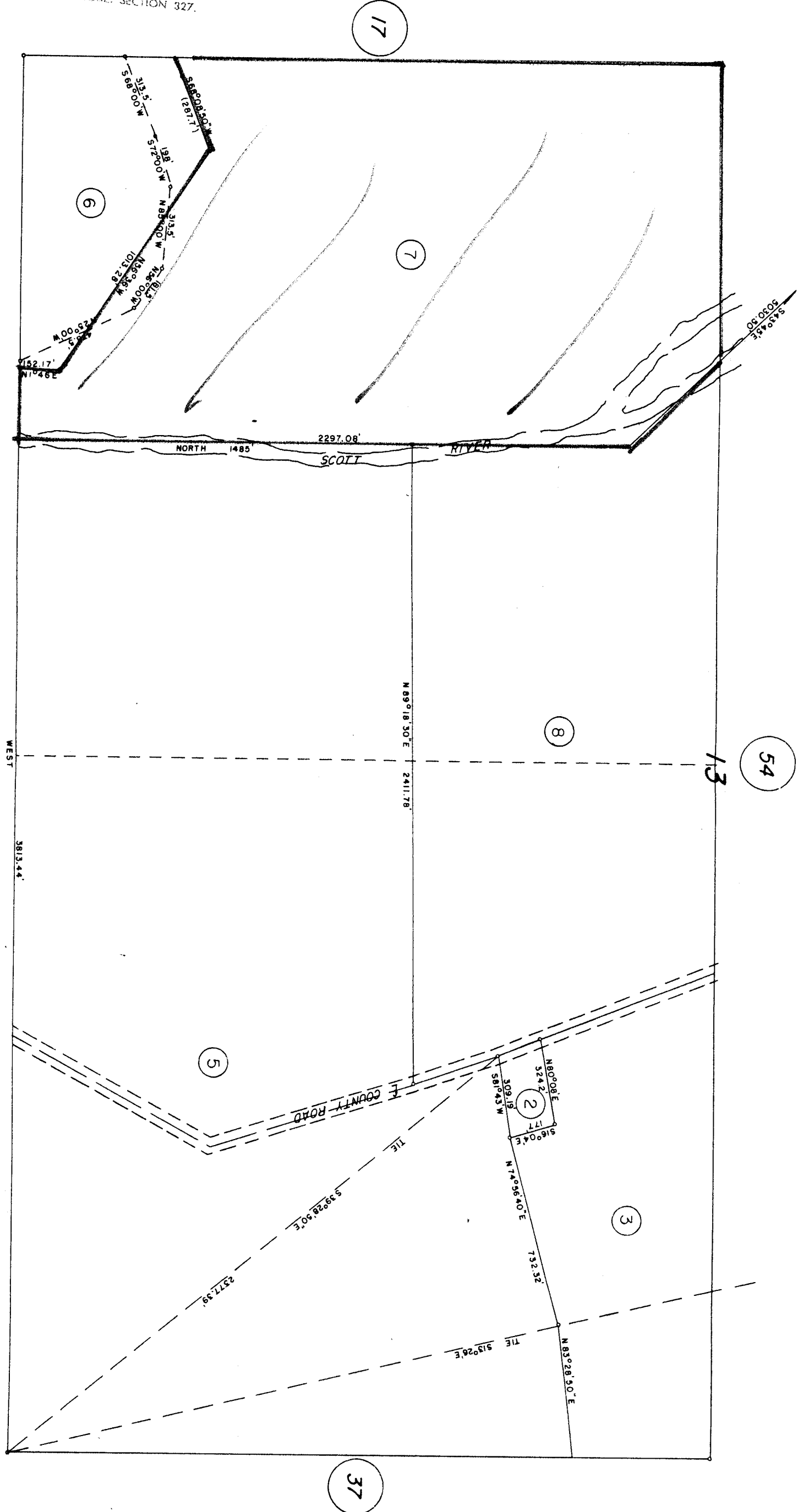
N¹/₂ of Sec. 13 T 41 N R 9W

Tax Area Code
64-02

23-54

Exhibit E-2

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REVENUE AND TAXATION CODE, SECTION 327.



S 1/2 of Sec. 13 T41 N R9W

Tax Area Code
64-02

23-55

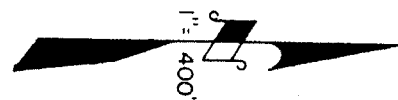
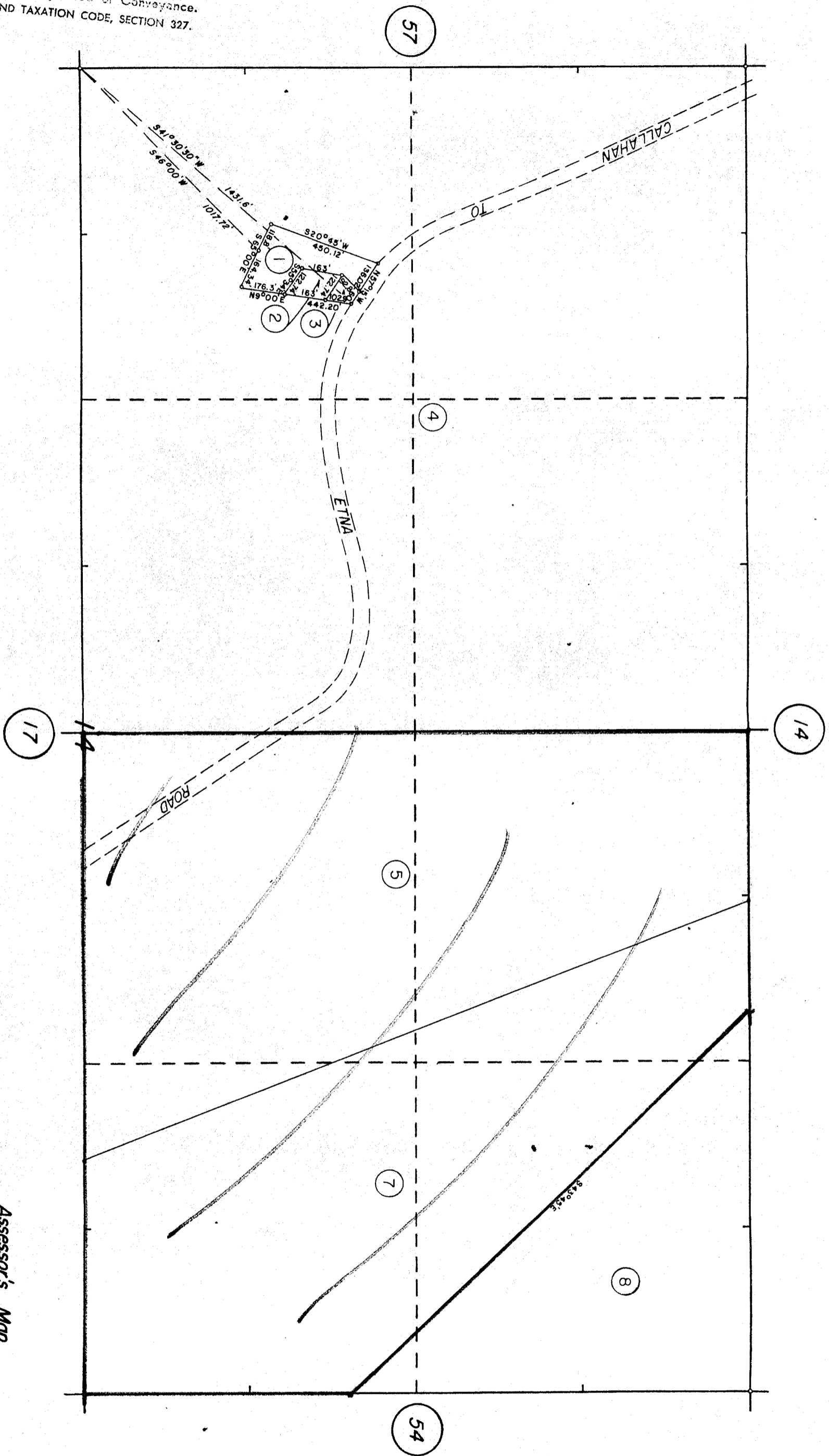


Exhibit E-2

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



T 41 N R 9 W
 N 1/2 of Sec. 14

Tax Area Code
 64-02

23-56

Assessor's Map
 County of Siskiyou, California

Exhibit E-2

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Reba Hays Jeffries
(Include trust deed or other encumbrance holders Use separate sheet if necessary) David H. LaFevers and Helen D. LaFevers, Donald L. LaFevers and Nysa LaFevers, J. L. Cooley and Estelle V. Cooley, Susie Denny et al.

APPLICANT'S NAME (If other than above): Reba Hays Jeffries

APPLICANT'S ADDRESS: P.O. Box 133, Newbury Park, Ca. 91320

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____
(same as applicant)

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

(legal description attached as Exhibit "A")

Present Agricultural Use	Assessor's Parcel No	Acreage
Grazing	23-14-8	23.0
	23-14-19	2.5
	23-17-1	30.0
	23-17-16	277.0
	23-54-7	12.0
	23-55-7	72.7
	23-56-5	74.0
	23-56-7	59.0
Total acreage		<u>550.2</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: Reba Hays Jeffries
Reba Hays Jeffries

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: _____

PARCEL I: A tract of land situated in the South half of Section 11, East half of Section 14 and the West half of Section 13, Township 41 North, Range 9 West, M.D.B. & M., more particularly described as follows:

BEGINNING at a point on the Section line between Sections 13 and 24, Township 41 North, Range 9 West, M.D.B. & M., from the Section corner common to Sections 13, 18, 19 and 24, Township 41 North, Range 8 and 9 West, M.D.B. & M., bears East a distance of 3813.35 feet; thence West a distance of 271.33 feet to the Barnes property; thence North $1^{\circ}46'$ East a distance of 152.17 feet to the County Road known as Fay Lane; thence following the center line of said Fay Lane North $56^{\circ}36'$ West a distance of 1013.28 feet; thence along the center line of said Fay Lane South $68^{\circ}08'50''$ West a distance of 287.70 feet; thence along the line fence between the Denny and the LaFevers properties North $25^{\circ}41'30''$ West a distance of 1123.31 feet, North $22^{\circ}27'50''$ West a distance of 1799.85 feet, North $19^{\circ}12'45''$ West a distance of 2809.00 feet; thence following the general course of Scott River South $43^{\circ}45'$ East a distance of 5030.50 feet; thence South a distance of 2297.08 feet to the PLACE OF BEGINNING.

PARCEL II: All that fractional portion of the Southeast quarter of Section 14, Township 41 North, Range 9 West, M.D.M., bounded and described as follows, to wit: COMMENCING at a point at the center of the intersection of the Etna-Callahan public road with what is known as the Fay Lane, from which point the quarter section corner common to Sections 14 and 23, said Township and Range, bears South $89^{\circ}02'$ West, 1006.5 feet distant; thence North $67^{\circ}22'$ East along center line of Fay Lane, 1550 feet; thence North $22^{\circ}11'$ West, 2089 feet; thence South $67^{\circ}22'$ West, 996 feet to center of said Etna-Callahan public road; thence following the center line of said highway, South $2^{\circ}33'$ East, 259.2 feet to a point; thence South $9^{\circ}29'$ East, 1131.7 feet to a point; thence South $10^{\circ}04'$ East, 766 feet to the PLACE OF BEGINNING. RESERVING AND EXCEPTING all water rights, except such rights in the ditch known as the Fay Ditch, taking water out of West side slough in Payne's field and the waters usually conveyed to said lands thereby.

The Southwest quarter of Section 14, and all that portion of the Southeast quarter of said Section 14, lying West of the public wagon road, all in Township 41 North, Range 9 West, M.D.M., said last described tract of land being the same lands conveyed to Edward Watson by deed from A. H. Denny, which deed is of record in the office of the County Recorder of Siskiyou County, California, in Book 56 of Deeds at page 394.

A fractional portion of Sections 11 and 14, Township 41 North, Range 9 West, M.D.M., described as follows: BEGINNING at a point from which the one quarter section corner on the South line of said Section 14 bears South $17^{\circ}00'$ West, distant 2250 feet; thence North $67^{\circ}22'$ East, 1001.0 feet to a point; thence North $19^{\circ}00'$ West, 3450 feet to a point; thence North $5^{\circ}22'$ West, 944.0 feet to a point in division fence; on the South line of the Fred P. Browne property; thence South $86^{\circ}02'$ West along division fence line, 635.3 feet to the intersection of the North and South center line of said Section 11, a corner in fence witnessed by a granite boulder about 16 inches in length buried in the earth, said point being the Southwest corner of said Browne property; thence South along the center line of said Section 11, 3090.8 feet to a point in the center of the public highway leading to Callahan; thence following the center line of said highway South $47^{\circ}17'$ East, 335.4 feet to a point; thence South $34^{\circ}48'$ East along the center line of said highway, 1143.4 feet to a point; thence continuing along the center line of said highway South $5^{\circ}13'$ East, 307.4 feet to the PLACE OF BEGINNING.

BEGINNING at a point in the center of the public highway from which the quarter section corner on the South line of Section 14, Township 41 North, Range 9 West, M.D.M., bears South $17^{\circ}0'$ West, 2250 feet; thence following the center line of said highway, North $5^{\circ}13'$ West, 307.4 feet to a point; thence continuing along the center line of said highway North $34^{\circ}48'$ West, 1143.4 feet to a point; thence along the said center line North $47^{\circ}17'$ West, 335.4 feet to the point of intersection of the center line of said highway with the North and South center line of said Section 14; thence South along said center line to the center of said Section and thence continuing along said center line Southerly to the one-quarter section corner on the South line of said Section 14; thence North $89^{\circ}02'$ East, 1006.5 feet to a point in the center of the public road leading to Callahan; thence following the center line of said highway North $10^{\circ}04'$ West, 766.0 feet to a point; thence North $9^{\circ}29'$ West, 1131.7 feet to a point in the center of said highway; thence North $2^{\circ}33'$ West, along the center line of said highway, 259.2 feet to the PLACE OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

Highway Easement Deed from David H. LaFevers and Helen LaFevers, his wife, and Donald L. LaFevers and Nysa LaFevers, his wife, to County of Siskiyou, Dated March 10, 1958, recorded March 20, 1958 in Liber 401 Official Records, page 421; also Highway Easement Deed from David H. LaFevers and Helen LaFevers, his wife, and Donald L. LaFevers and Nysa LaFevers, his wife, to County of Siskiyou, dated January 15, 1959, recorded March 4, 1959 in Liber 418 Official Records, page 550.

TOGETHER WITH all appurtenant water and water rights with Parcels I and II.

EXHIBIT "A"

This 16th day of Feb, 1973

11729

FILED DEC 15 2 57 PM '72

FRANK J. DeMARCO

BY NORMA BRUCE-CLERK DEPUTY COUNTY COUNSEL

County Counsel

Frank J. DeMarco DEPUTY COUNTY COUNSEL

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFORNIA

SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Howard C. Loune and Marian C. Loune (Include trust deed or other encumbrance holders. Use separate sheet if necessary) Travelers Insurance Co - WTD

APPLICANT'S NAME (If other than above):

APPLICANT'S ADDRESS: Star Route Etwa, Calif. 96027

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

DESIGNATED AGENT: Howard C. Loune MAILING ADDRESS: Star Route Etwa, Calif.

DESCRIPTION OF PROPERTY (Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
Forage Production	27-17-7	330 Ac
		Total acreage 330

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: Howard C. Loune, Marian C. Loune

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION: Intensive Agriculture



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.

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

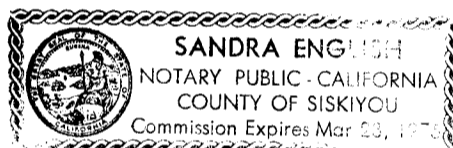
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

Howard C. Towne
Marian C. Towne

 OWNER

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

On this 15th day of December, 1973, before me, the undersigned, a Notary Public, in and for said _____ County, personally appeared Howard H. Towne & Marian C. Towne known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra English
 Notary Public

My Commission expires: March 28, 1975

ATTEST:

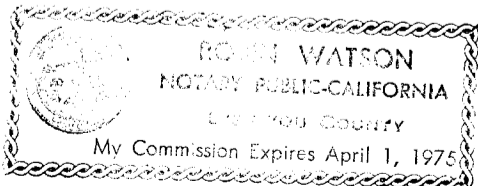
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
 Clerk

Ernest A. Hayden
 Chairman

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SISKIYOU)

On this 16th day of February, 1973, before me, Robert Watson a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



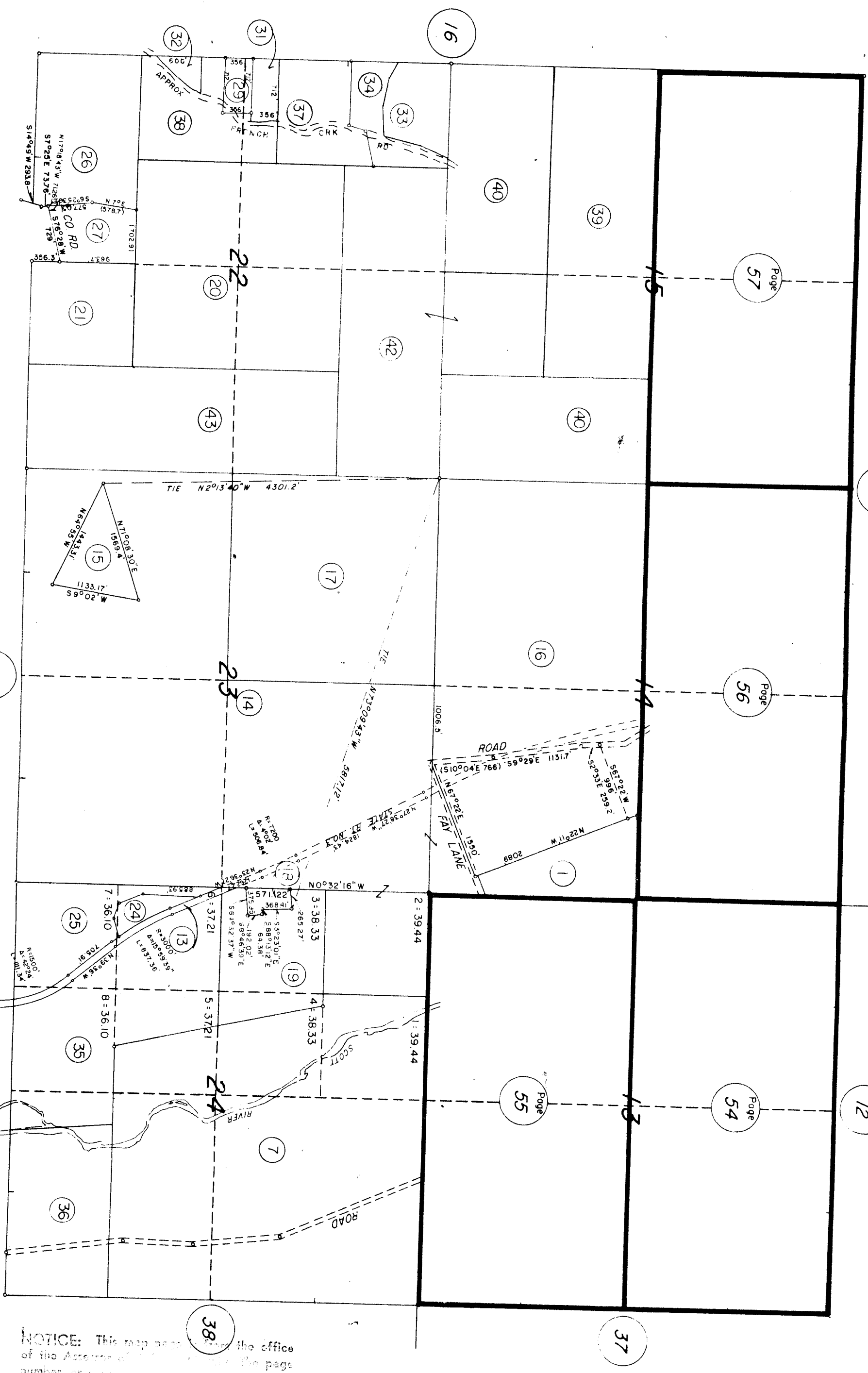
Robert Watson
 Notary Public

My Commission Expires: 4-1-75

T 41 N R 9 W

Tax Area Code 64-02

23-17



VOL 683 PAGE 49

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VOL 683 PAGE 50

NOTICE: This map page was prepared by the office of the Assessor of the State of Idaho. The page number, or page number in this notice, may NOT be used by any person for any purpose.

REVENUE AND TAXATION DEPARTMENT 327

Exhibit E-3

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Howard A. Towne ADDRESS Star Pt. Clon, Calif.
PARCEL NUMBERS 23-17-7

HOW LONG HAVE YOU OWNED THIS LAND? Since May 10, 1952

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 19 Ac. Carrying capacity _____

Irrigated pasture acreage 230 Ac. Carrying capacity 1600 AUM

Dry farming acreage — 0 — Crops grown _____ Production per acre _____

Field crop acreage — 0 — Crops grown _____ Production per acre _____

Row crop acreage — 0 — Crops grown _____ Production per acre _____

Grazing AUM — 0 — Term _____ Fees paid _____

Other acreage 81 Type River bottom Production per acre _____

OTHER INCOME: Farmstead + Waste

Hunting rights \$ — 0 — per year _____ acres _____ Fishing Rights \$ — 0 — per year _____

Other recreational rights \$ — 0 — per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres _____

Rental fee per acre _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

LAND LEASED TO OTHERS:

Name and address of lessee None

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

Terms of lease _____ Lease termination date _____

Share cropped to others: Crop _____ % to owner _____ Acres _____

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

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 Howard A. Towne Date Dec 15, 1972

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

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

8th day February 1973

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

COUNTY ADMINISTRATOR: Jess O'Roke COUNTY CLERK: Norma Price
COUNTY COUNSEL: Frank DeMarco PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

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

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

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

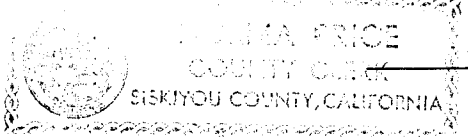
FEB 26 9 08 AM '73
O.R. Vol. 683 Page 39
RECORDER FEE \$ No Charge

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

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

VOL 683 PAGE 52

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 FILED
 Received before 12:00 pm
 JAN 11 1971

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
 SISKIYOU COUNTY, CALIFORNIA

BOARD OF SUPERVISORS
 NORMA PRICE, Clerk
 By Barbara Hogg Deputy

OWNER/OWNERS NAME AS RECORDED: Carl S. & Jessie K. Hammond
 (Include trust deed or other encumbrance holders Use separate sheet if necessary) _____

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

APPLICANT'S ADDRESS: Etna, California

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
 (Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Range & Pasture	23- 37- 243	94.6
Rangeland	23- 38- 2	320
Hay & Pasture	23- 55- 5	157
Hone, corrals, hay, pasture	23-060-250	386
Timber & Feed lots	23-060-170	107
Hay, pasture, feed lot	23-170-010	60

Total acreage 1976

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: Jessie K Hammond
Carl S. Hammond

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: _____

Etna, California
January 8, 1971

Siskiyou County Planning Commission
Court House
Yreka, California

Gentlemen:

I herewith petition the inclusion of the following Assessor's Parcel Numbers into the Agricultural Preserve.

23- 37- 2&3	946	Acres
23- 38- 2	320	"
23- 55- 5	157	"
23- 060- 25	386	"
23- 060- 17	107	"
23- 470- 010	60	"

These properties comprise approximately 1976 acres of farm land in Scott Valley and are located in Sec.

I ask your approval of this request.

Sincerely,

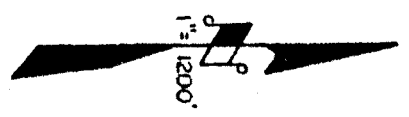
NOTE: Parcels within 1 mile of city of Etna.
 23-060- 25
 23- 060-17
 23-470-010

Carl S. Hammond

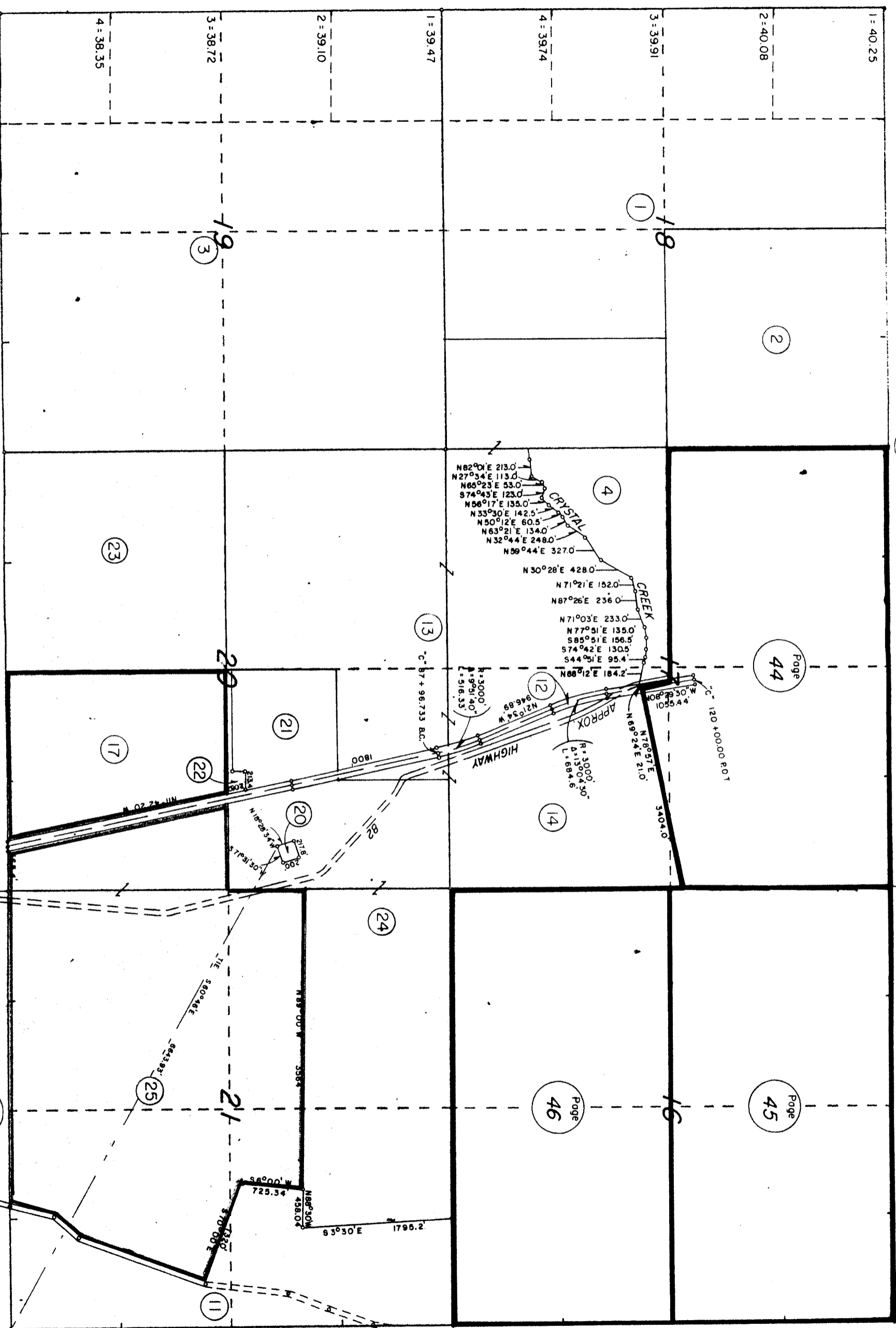
T. 42 N R. 9 W

Tax Area Code 64-02

23-06



Book 25



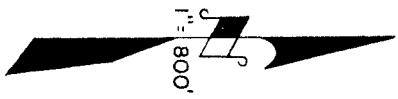
47 Assessor's Map
County of Siskiyou, California

Exhibit E-4

T. 41 N R 8 W

Tax Area Code
64-02

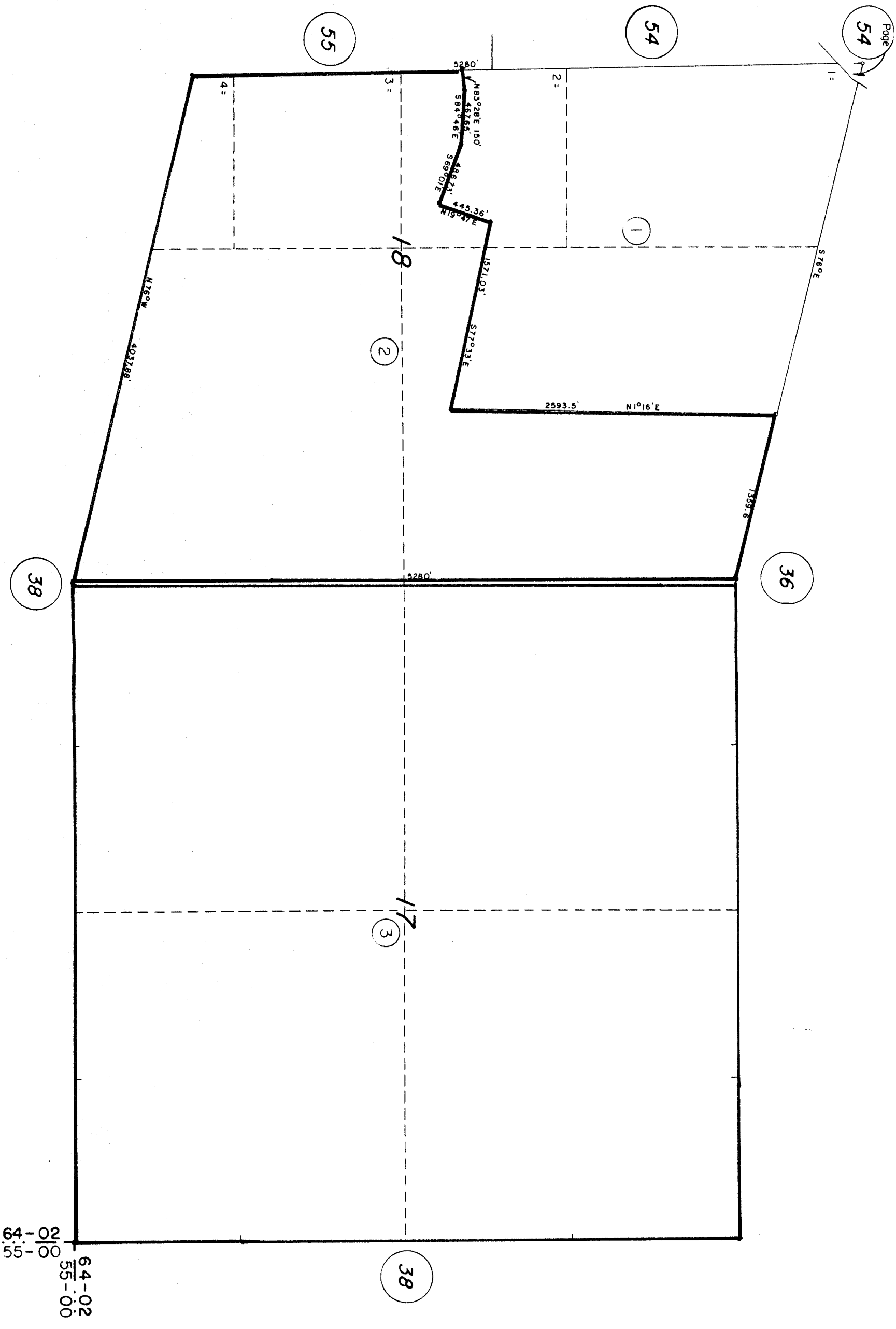
23-37



Page
54

54

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64-02
00-55-00
64-02

Exhibit E-4

T 41 N R 8 W

Tax Area Code
64-02
55-00

23-38

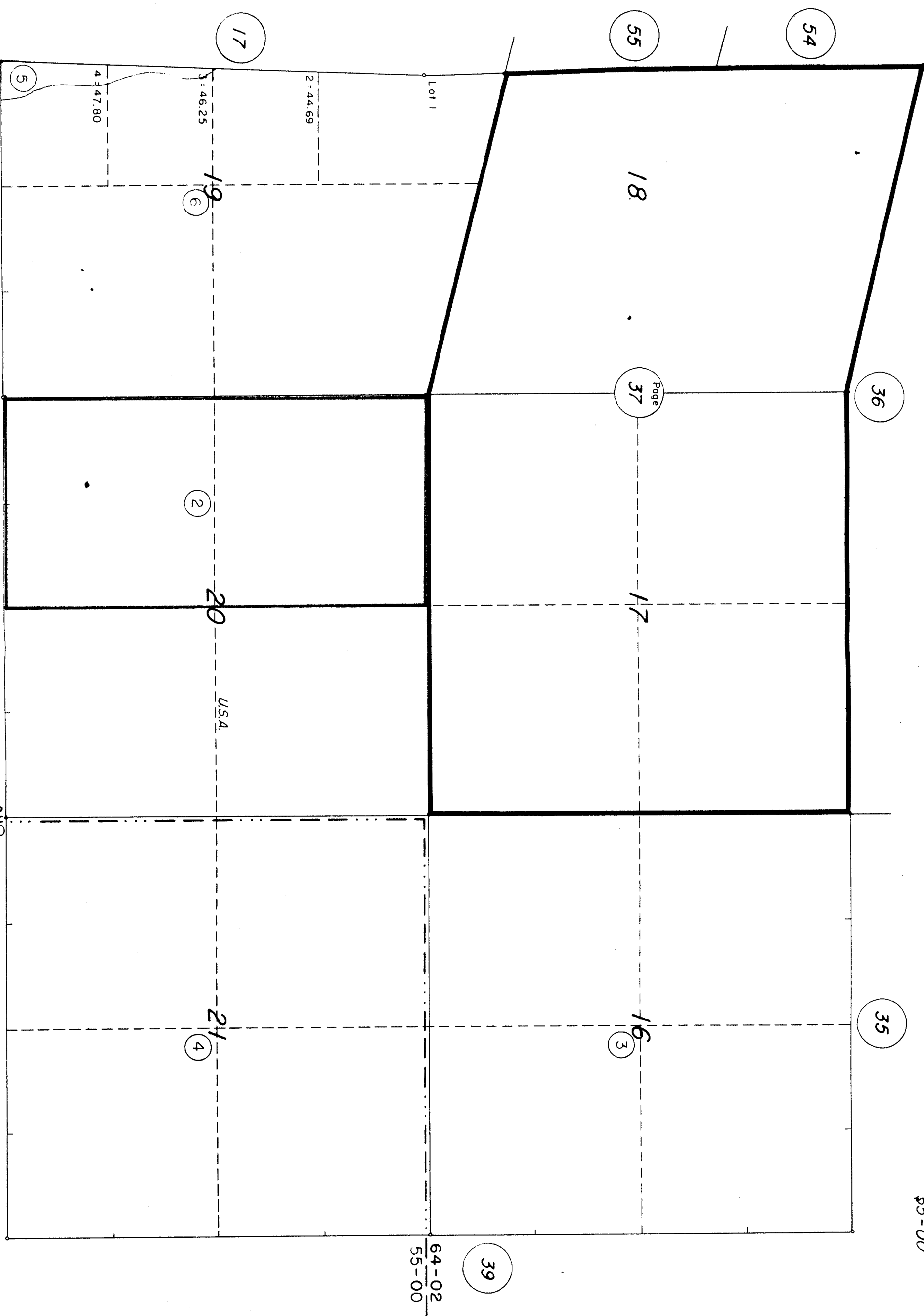


Exhibit E-4

N 1/2 of Sec. 28 T42N R9W

Tax Area Code
64-02

23 - 47

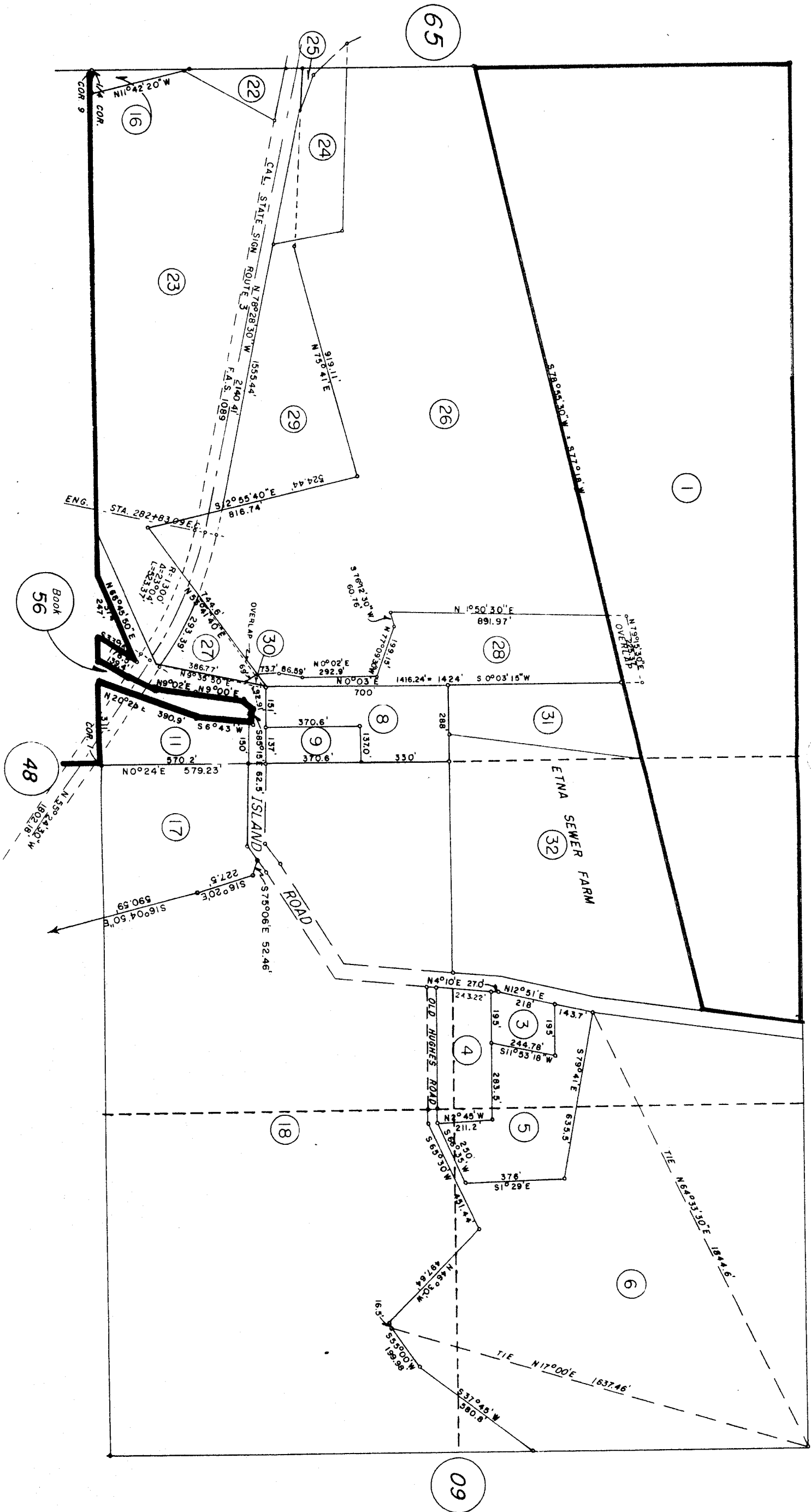


Exhibit E-4

1/2 of Sec. 13 T41N R9W

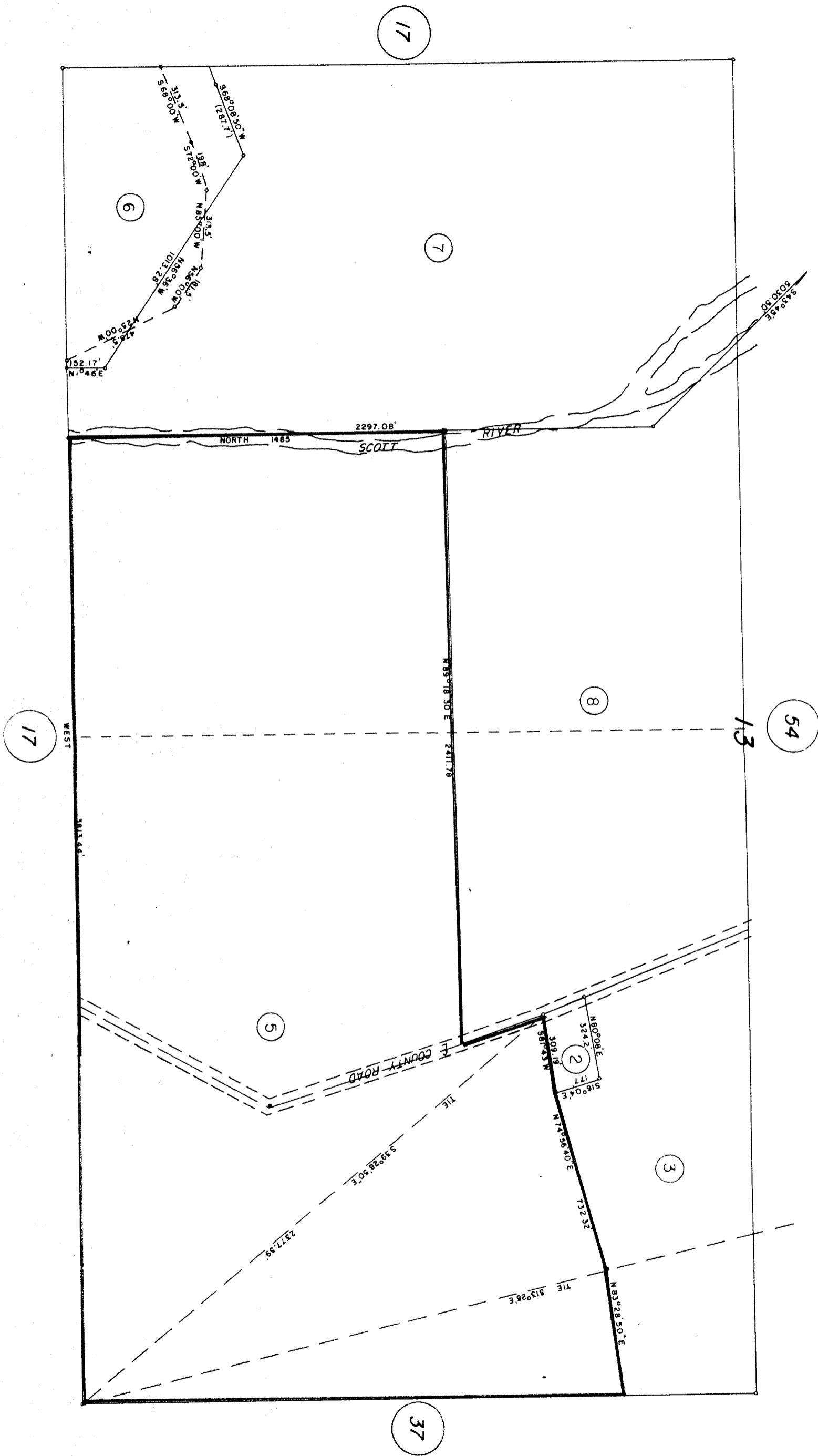
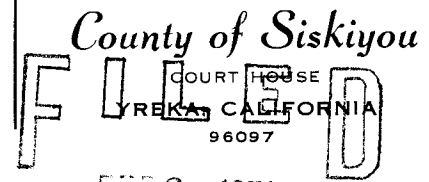
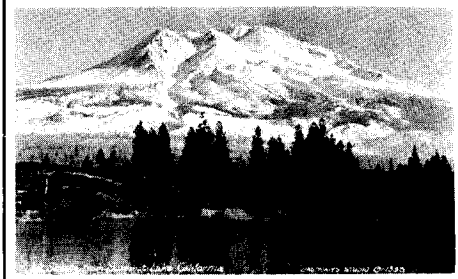


Exhibit E-4

PLANNING COMMISSION

TELEPHONE: 842-3531, EXTENSION 33

CARL H. JOHNSON, SECRETARY



Board of Supervisors
Mr. Ernest Hayden, Chairman
Courthouse
Yreka, California.

BOARD OF SUPERVISORS
NORMA PRICE, Clerk

By _____ Deputy

CERTIFICATE

In accordance with the provisions of Section 51234, California Government Code, I have examined the proposal of Carl S. Hammond, Etna, California, for the establishment of an agricultural preserve on 1976 acres of land situated in Sections 20,21,28, T 42 N, R 9 W, Sections 17,20,21, T 41 N, R 8 W, and Section 13, T 41 N, R 9 W, M.D.M., and designated Assessor's Parcel numbers 23-06-17; 23-06-25; 23-47-1; 23-38-2; 23-37-2; 23-37-3; 23-55-5; and situated in Scott Valley, Siskiyou County, California.

The General Plan for Siskiyou County shows the area to be intended for intensive agricultural use.

Therefore, this is to certify that the proposal to establish an agricultural preserve on the above described lands is consistent with the adopted General Plan for Siskiyou County.

January 29, 1971
Date

Carl H. Johnson
Carl H. Johnson
Secretary
Siskiyou County Planning Commission

May 27, 1971

Carl S. Hammond
Etna, California

Dear Mr. Hammond:

Your Land Conservation Contract entered into with the County of Siskiyou was recorded May 5, 1971, Vol. 620, Page 422, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____
Deputy

P.S. Enclosed are your copies of said Contracts for your files.

C
O
P
Y

MAY 5 10 36 AM '71

Vol. 620, Page 472

812 Blum

11490

RECORDER FEE \$ No Charge

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

VOL 620 PAGE 472

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 Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

Carl Hammond
Etwa, Calif

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

Jessie K Hammond
Carl S. Hammond
OWNER

ATTEST:

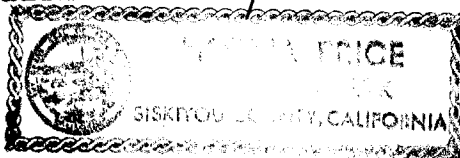
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

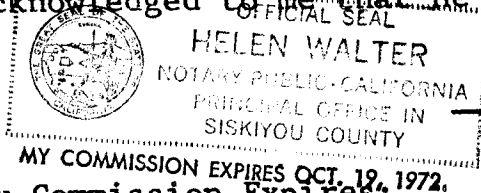
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before
me, Helen Walter a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Helen Walter
Notary Public

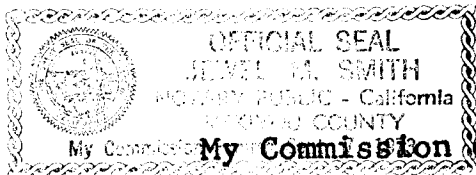
MY COMMISSION EXPIRES OCT. 19, 1972.
My Commission Expires: _____

oo0oo

STATE OF CALIFORNIA)
COUNTY OF)

ss.

On this 8th day of January, 1971,
before me, Jewel M. Smith, a Notary
Public, in and for said Siskiyou County, personally
appeared Carl S. Hammond
known to me to be the person whose
name subscribed to the within instrument, and
acknowledged to me that he executed the same.



Jewel M. Smith
Notary Public

My Commission expires: _____

EXHIBIT "A"

List Assessor's Parcel Numbers below

23-37-243	Carl & Jessie Hammond	
23-38-2	Carl & Jessie Hammond	
23-55-5	Carl & Jessie Hammond	
23-060-250	Carl S Hammond	Scott Valley Bank
23-060-170	Carl S Hammond	Scott Valley Bank
23-470-010	Carl S Hammond	Scott Valley Bank

STATE OF CALIFORNIA,

} ss.

County of Siskiyou

On this 8th day of January in the year one thousand nine hundred and Seventy-one, before me, Jewel M. Smith, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Ernest P. Smith

President

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



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

Ernest P. Smith
Notary Public, State of California.

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

My Commission Expires _____

STATE OF CALIFORNIA)

) ss.

County of Alameda)

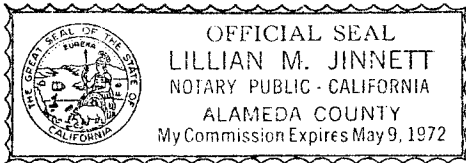
On December 28, 1970, before me, the undersigned notary public in and for said county and State, personally appeared Elizabeth J. Andrews, and being by me duly sworn, stated to me that she is, and who is known to me to be, assistant secretaryof the corporation that executed the within instrument, and who is known to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and acknowledged to me that such corporation executed the same.

Lillian M. Jinnett

Lillian M. Jinnett

My commission expires:
May 9, 1972

Notary Public in and for said county and State
Residing at El Cerrito



7832 Eureka Avenue, El Cerrito, Calif. 94530

FORM 320 (REV. 1-62) FLB BERKELEY

Land Conservation Contract (#92063 - Griffin)

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 8th day of January, 19 71.

SCOTT VALLEY BANK, a California Banking Corporation

LIENHOLDER

Ernest P. Smith
President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 8th day of January, 19 71, before me, Jewel M. Smith a Notary Public, in and for said Siskiyou County, personally appeared Ernest P. Smith known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

My Commission Expires: _____

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

4th day May 19 71

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

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board on February 23, 1971, approving numerous Land Conservation Contracts, it was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the Clerk is hereby instructed to have the Land Conservation Contracts entered into with the following property owners recorded:

Chaparral Cattle Co.
Donovan C. Griffin
Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

AYES: Supervisors Wacker, Ager, Belcastro and Mattos.

NOES: None.

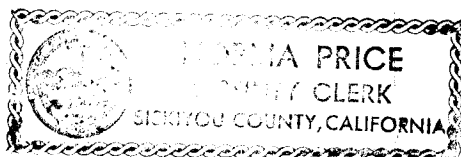
ABSENT: None.

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 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder



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

By Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE AND ARE NOT TO BE USED AS A BASIS FOR LEGAL ACTION.

MAY 5 10 35 AM '71
Vol. 620. Page 461

11489

8125 No Charge

RECORDER FEE \$ 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 Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

Donovan C. Griffin
Star Rt. Box 15
Macdoel, Calif 96058

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

Violet P. Griffin
Donovan C. Griffin
OWNER

ATTEST:

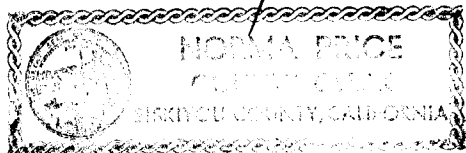
COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

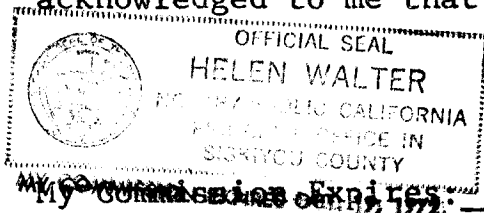
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before me, Helen Walter a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Helen Walter
Notary Public

oo0oo

STATE OF CALIFORNIA)
COUNTY OF)

ss.

On this 25th day of January, 1971, before me, Betty Pitman, a Notary Public, in and for said Siskiyou County, personally appeared Donovan C. Griffin & Violet P. Griffin known to me to be the persons whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

Betty Pitman
Notary Public

MY COMMISSION EXPIRES APRIL 11, 1972.

My Commission expires: _____

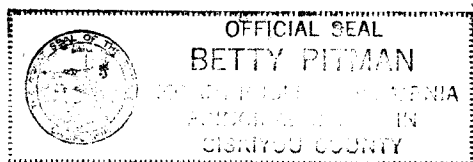


EXHIBIT "A"

List Assessor's Parcel Numbers below

90-05 3-160-150

90-05 3-160-140

Lined area for listing parcel numbers.

CONSENT OF LIENHOLDER

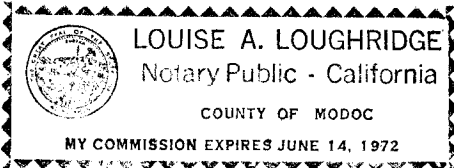
The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 29 day of January, 1971

R. W. Enderlin
LIENHOLDER
Elsie Enderlin

STATE OF CALIFORNIA)
COUNTY OF Modoc) ss.

On this 29th day of January, 1971, before me, LOUISE A. LOUGHRIDGE a Notary Public, in and for said Modoc County, personally appeared R. W. Enderlin & Elsie Enderlin known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Louise A. Loughridge
Notary Public

My Commission Expires: 6-14-72

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

4th day May 19 71

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

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS
APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board
on February 23, 1971, approving numerous Land Conservation
Contracts, it was moved by Supervisor Belcastro, seconded
by Supervisor Mattos, that the Clerk is hereby instructed
to have the Land Conservation Contracts entered into with
the following property owners recorded:

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Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

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

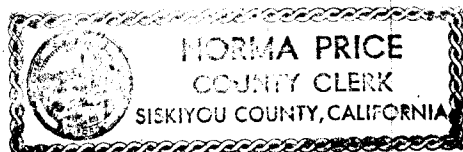
ABSENT: None.

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 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder



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

By _____
Deputy Clerk

MAY 5 10 34 AM '71

Vol. 620, Page 439

RECORDER

FEE \$

No Charge

11487

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 Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

Section 11. DIVISION OF LAND - NEW CONTRACTS.

In the event the Premises is divided, a contract identical to the contract then covering the Premises shall be executed by the Owner of each parcel created by the division at the time of the division.

Section 12. DIVISION OF LAND - MINIMUM SIZE

PARCELS. The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

Section 13. CONTRACTS BINDS SUCCESSORS.

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

Donovan C. Griffin
Star Rt Box 15
Macdoel, Calif 96058

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

Donovan C. Griffin
Violet P. Griffin

OWNER

ATTEST:

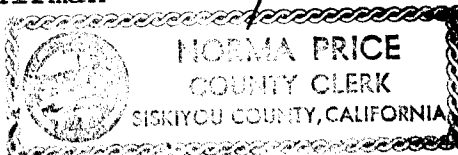
COUNTY OF SISKIYOU, Board of Supervisors

Noema Price
Clerk

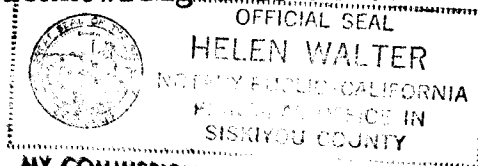
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before me, Helen Walter a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hayden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Helen Walter
Notary Public

MY COMMISSION EXPIRES OCT 18 1972.
My Commission Expires

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STATE OF CALIFORNIA)
COUNTY OF)

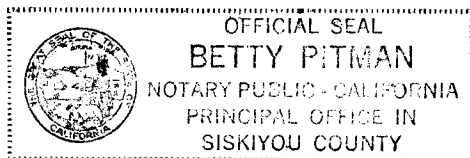
ss.

On this 27th day of January, 1971, before me, Betty Pitman, a Notary Public, in and for said Siskiyou County, personally appeared Donovan C. Griffin & Violet P. Griffin 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.

Betty Pitman
Notary Public

My Commission expires:

MY COMMISSION EXPIRES APRIL 11, 1972.



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 28th day of December, 1970.

THE FEDERAL LAND BANK OF BERKELEY

LIENHOLDER

By [Signature]
Assistant Secretary

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: _____

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

4th day May 19 71

PRESENT: Supervisors George Wacker, Earl F. Ager, Ernest A. Hayden, Mike Belcastro
and Phil Mattos. Chairman Hayden presiding.
ABSENT: None.
COUNTY ADMINISTRATOR: Jess O'Roke COUNTY CLERK: Norma Price
COUNTY COUNSEL: Michael T. Hennessy PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS
APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board on February 23, 1971, approving numerous Land Conservation Contracts, it was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the Clerk is hereby instructed to have the Land Conservation Contracts entered into with the following property owners recorded:

Chaparral Cattle Co.
Donovan C. Griffin
Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

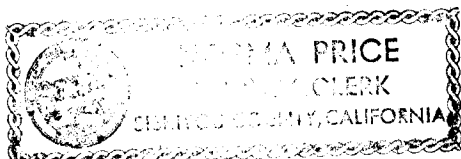
AYES: Supervisors Wacker, Ager, Belcastro and Mattos.
NOES: None.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{ss}
ABSENT: None.

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 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder



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

By _____ Deputy Clerk