

Staff Report

Submission Date: July 29, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: James Phelps, Senior Planner

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

Location: Multiple Parcels in Siskiyou County

Exhibits: **A.** The Nature Conservancy
1. Contract 93002
2. The Nature Conservancy Email

B. Sierra Cascade Nursery
1. Contract 83015
2. Sierra Cascade Nursery Email

C. Shasta Cascade Timberlands LLC
1. Contract 72005

D. Acer Klamath Forest LLC
1. Contract 72025
2. Contract 72030A
3. Contract 72077A

Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continues to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. Additionally, courtesy notices are sent to new property owners of Williamson Act contracted land, which provides information on where the county guidelines can be found and explains that should their property be only a portion of an existing contract, they must submit an application to the county to rescind their property from the existing contract and reissue a new contract consisting solely of their property. Property owners who chose not to apply for their own contract or do not complete the application process are then notified that staff will recommend a Notice of Non-Renewal be issued for their property as remaining under the multi-owner contract is not in compliance with the county guidelines.

On July 28, 2024, staff mailed notice of the recommendation to each of the property owners on record.

93002 (portion) – The Nature Conservancy

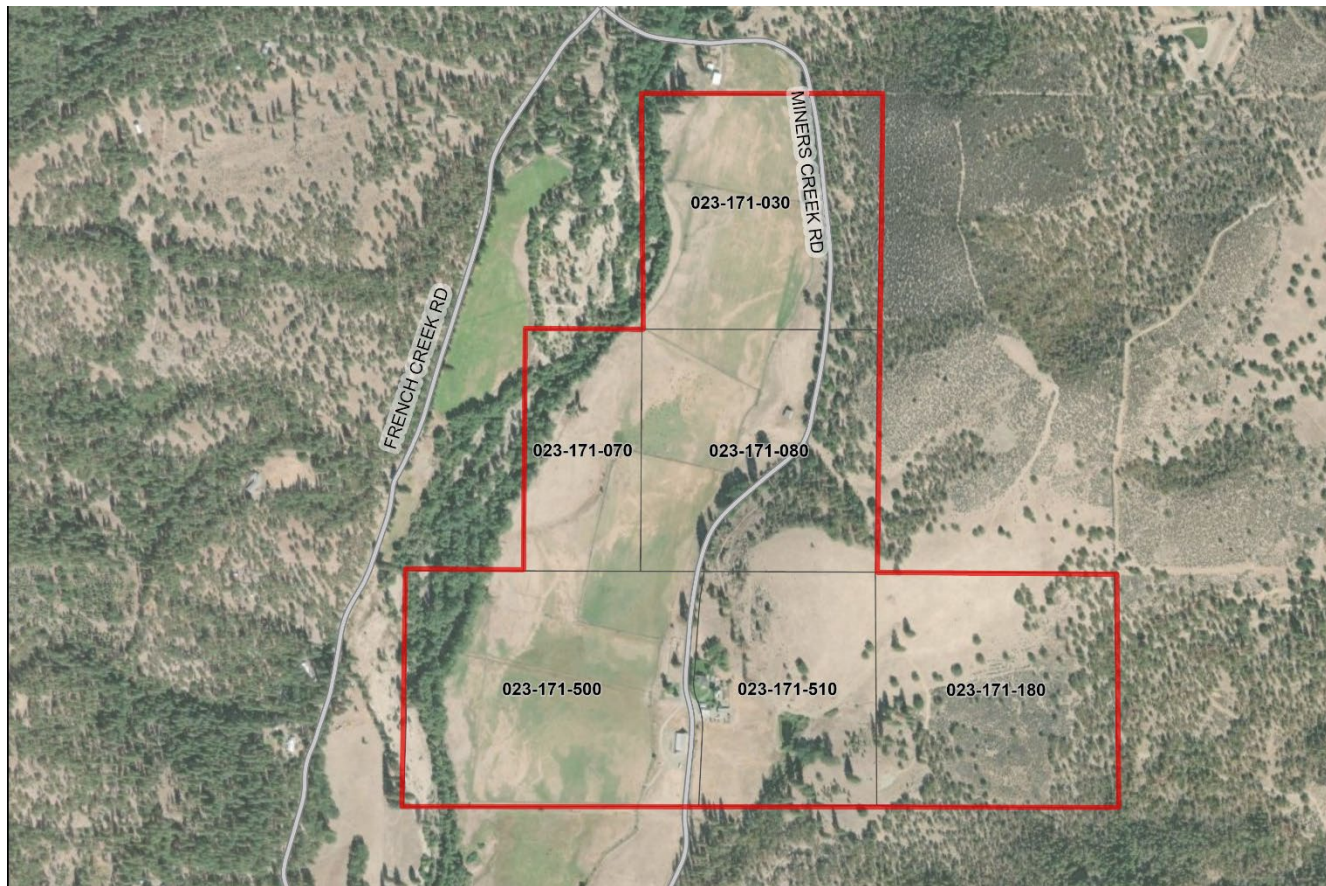


Figure 1 – 93002 The Nature Conservancy Property

Subject Property -

227.18 acres located on Miners Creek Road, south of the city of Etna on APNs 023-171-030, 023-171-070, 023-171-080, 023-171-180, 023-171-500 & 023-171-510 (Figure 1).

Contract and Preserve History -

- Williamson Act Contract – Contract No. 93002, Noted as Clerk’s contract 479, as recorded on March 1, 1993, in the Siskiyou County Records as Document No 93002212 and amended by Document No. 03-0000280 on January 8, 2003.
 - Consists of 289.08 acres with two separate property owners (Stapleton & The Nature Conservancy)
 - The primary Commercial Agricultural Use was not specified in the recorded contract.
- Agricultural Preserve – Established by Board Resolution 93-18 on January 12, 1993.

Compliance Issues-

- On January 10, 2024, the Planning Division was notified by the Assessor’s office that certain parcels under Williamson Act Contract have changed title. In response, staff sent a letter to the property owner letting them know that being as only a portion of the existing contract was transferred to a different owner, they would need to apply for their own contract.
 - The property owner requested information on the application process, which staff provided.
 - The property owner has decided not to pursue a contract (See Exhibit A-1).

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property owner.

83015 (portion) – Sierra Cascade Nursery

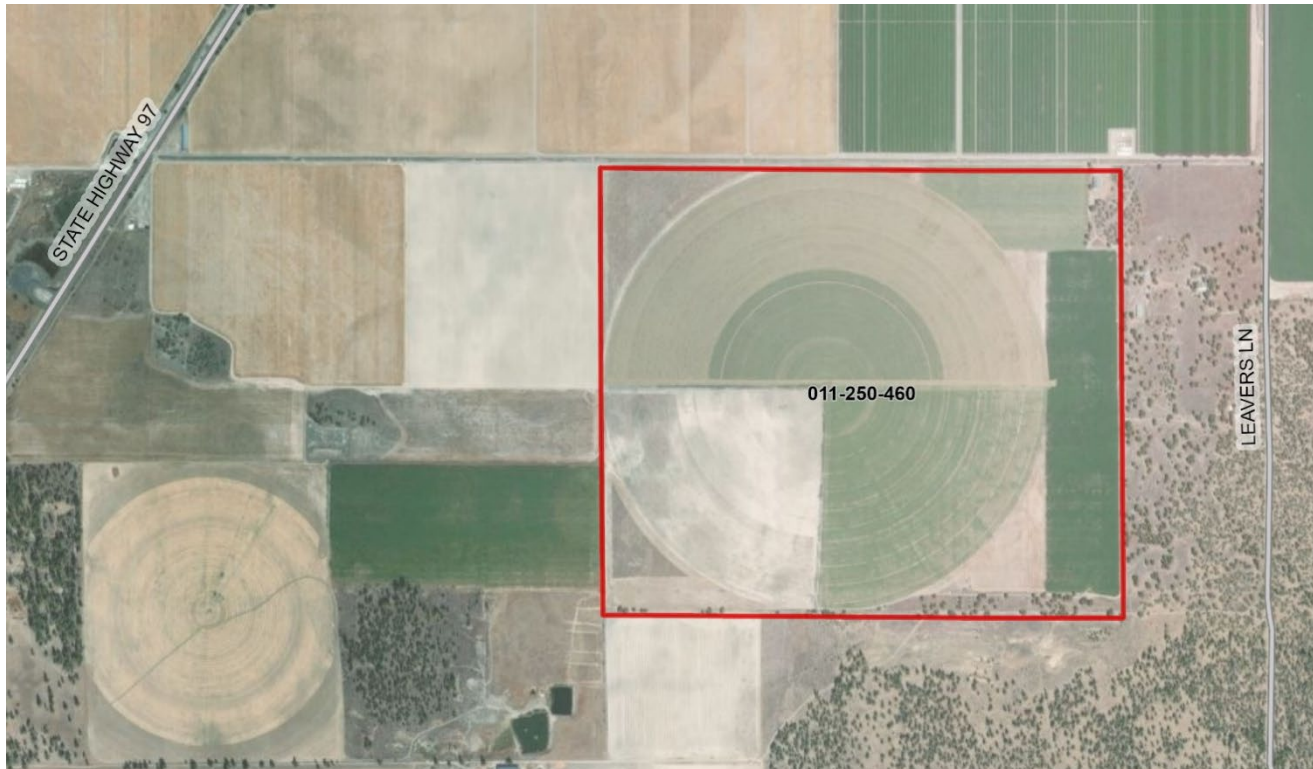


Figure 2 – 83015 – Sierra Cascade Nursery Property

Subject Property -

421.4 acres located east of Highway 97 and west of Leavers Lane, south of the community of Macdoel on APN 011-250-460 (Figure 2).

Contract and Preserve History -

- Williamson Act Contract – Contract No. 83015, noted as Clerk’s Contract 392, as recorded on February 18, 1984, in the Siskiyou County Records as Document No. 84001410.
 - Consists of 541.4 acres with two separate property owners (Sierra Cascade Nursery & Leavers)
 - Commercial Agricultural Use specified in Contract – Alfalfa Hay.
- Agricultural Preserve – Established by Board Resolution 271 Book 11.

Compliance Issues-

- On August 15, 2023, the Planning Division found that certain parcels under Williamson Act Contract have changed title. In response, staff sent a letter to the property owner letting them know that being as only a portion of the existing contract was transferred to a different owner, they would need to apply for their own contract.
 - The property owner requested information on the application process, which staff provided.
 - The property owner requested a 30-day extension to decide if they wanted to apply for a contract.
 - The property owner has decided not to pursue a contract (See Exhibit B-2).

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property owner.

72005 (portion) – Shasta Cascade Timberlands LLC



Figure 3 – 72005 – Shasta Cascade Timberlands LLC Property

Subject Property -

160 acres located south of Schulmeyer Road, south of the city of Yreka on APN 014-350-050 (Figure 3).

Contract and Preserve History -

- Williamson Act Contract – Contract No. 72005, noted as Clerk’s Contract 84, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 651, Page 114.
 - Originally 400 acres however 240 acres were issued a Notice of Non-Renewal in 2013.
 - Commercial Agricultural Use specified in Contract – Ranch
- Agricultural Preserve – Established by Board Resolution 184 in Book 4.

Compliance Issues-

- 2021 survey noted Forestry as the use occurring on the property.
- 2023 Surveys have not been returned. Staff is unable to determine if a legitimate commercial agricultural use is occurring on this property. A notice of non-compliance was mailed on October 31, 2023.

Method of Correspondence

- USPS standard mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property manager, FWS Forestry.

72025 (portion), 72030A (portion) & 72077A (portion) – Acer Klamath Forest, LLC

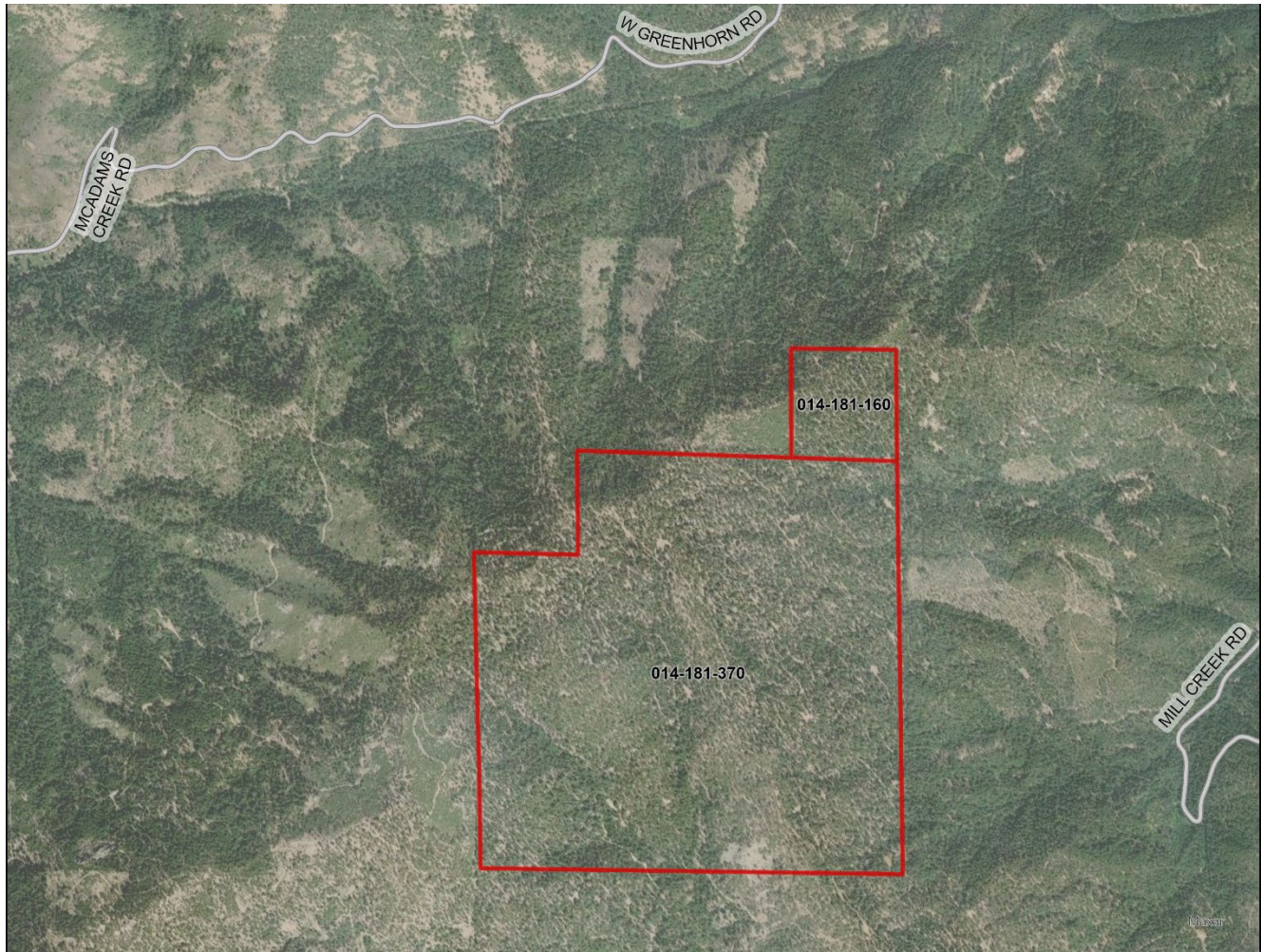


Figure 4 – 72025 (portion)– Acer Klamath Forest LLC Property

Subject Property -

640 acres located south of W Greenhorn Road and McAdams Creek Road, west of the city of Yreka on APNs 014-181-160 and 014-181-370 (Figure 4).

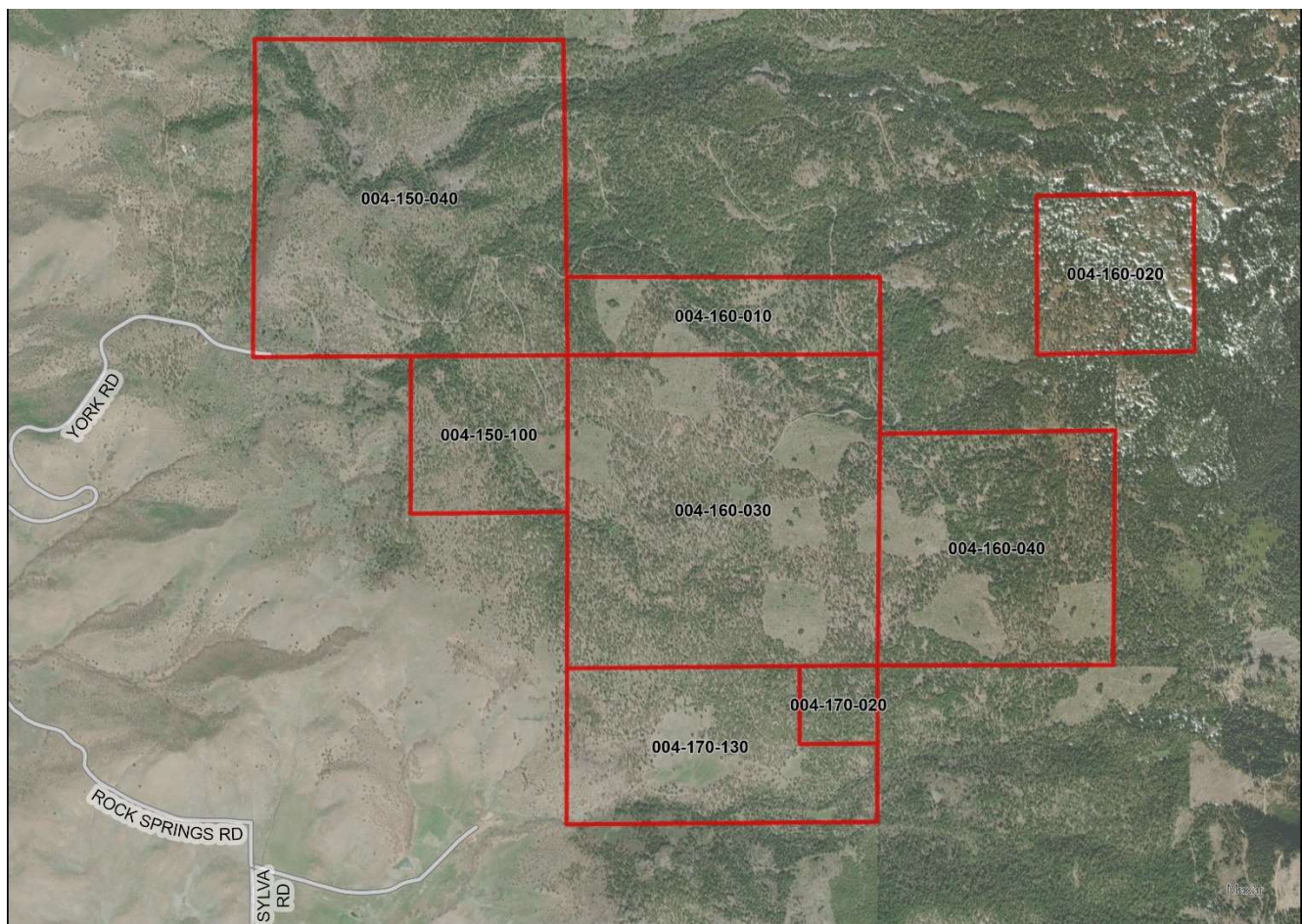


Figure 5 – 72030A (portion) & 72077A (portion) – Acer Klamath Forest LLC Property

Subject Property -

2600 acres located north and east of the city of Montague on APNs 004-150-040, 004-150-100, 004-160-010, 004-160-030, 004-160-040, 004-160-020, 004-170-020 and 004-170-130 (Figure 5).

Contract and Preserve History –

72025

- Williamson Act Contract – Contract No. 72025, noted as Clerk’s Contract 82, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 651, Page 62.
 - Consists of 4555.91 acres with eleven separate property owners (Holm, Siskiyou Land Trust, Bennett, Chandler, Hawkinson, Acer Klamath Forest LLC, Joens, Moody, Morrison, Scarface Investments LLC and Ulics).
 - Notices of Non-Renewal have been issued to five different property owners, consisting of approximately 1052.03 acres. (Owners – Chandler, Joens, Moody, Scarface Investments LLC and Ulics)
 - Commercial Agricultural Use specified in Contract – Ranching
- Agricultural Preserve – Established by Board Resolution 184, Book 4.

72030A

- Williamson Act Contract – Contract No. 72030A, noted as Clerk’s Contract 106, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 652, Page 20.
 - Consists of 1925 acres with three separate property owners (Flanagan, Acer Klamath Forest LLC and Middendorf).
 - Commercial Agricultural Use specified in Contract – Ranching
- Agricultural Preserve – Established by Board Resolution 404 in Book 2, Adopted January 28, 1969.

72077A

- Williamson Act Contract – Contract No. 72077A, noted as Clerk’s contract 117, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 652, Page 192.
 - Consists of 3120 acres with two separate property owners (Acer Klamath Forest LLC and Kuck Brothers LLC)
 - Commercial Agricultural Use specified in Contract – Cattle Ranch
- Agricultural Preserve – Established by Board Resolution 184 in Book 4.

Compliance Issues-

- On June 22, 2022, the Planning Division was notified by the Assessor’s office that certain parcels under Williamson Act Contract have changed title. In response, staff sent a letter to the property owner letting them know that being as only a portion of the existing contract was transferred to a different owner, they would need to apply for their own contract.
 - The property owner submitted an application on May 22, 2023 for a Williamson Act Contract amendment, however, did not complete the application process.
 - On October 3, 2023, staff gave a final 60-days’ notice to complete the required documentation to process the application. No response was received.
- 2023 Surveys have not been returned. Staff is unable to determine if a legitimate commercial agricultural use is occurring on this property.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
- Phone number and Email address provided by property manager, FWS Forestry.

Analysis

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

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

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

Agricultural Preserve Administrator Recommendation

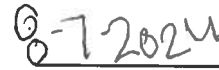
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the properties within this staff report are not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act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

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (J. Phelps) on July 29, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

4
Recorded at the request of the
Siskiyou County Planning Department

APA - 02-03

Assessor's Parcel Number:

023-171-020 and 023-171-060

For:

Michael and Elizabeth Stapleton
P.O. Box 202
Samoa, CA 95564

When recorded return to:

Siskiyou County Board of Supervisors

479
Siskiyou, County Recorder
Leanna Dancer, Recorder

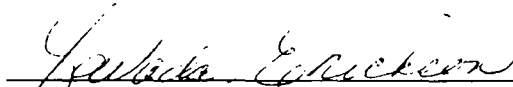
DOC-03-0000280

Wed, JAN 08, 2003 10:11:07
Ttl Pd 50.00
Receipt #-0000009226
NLE/C1/1-4

AGRICULTURAL PRESERVE CONTRACT AMENDMENT

On December 10, 2002, the Siskiyou County Board of Supervisors authorized the Chair to sign an Agricultural Preserve Contract Amendment, amending Contract No. 479, in the name of William and Narda Krum, effective January 12, 1993, recorded March 1, 1993, in the Siskiyou County Recorder's Office, Official Record No 93002212. The Amendment includes 61.93 additional acres to the west (APNs: 023-171-020 and 023-171-060). The subject property is classified as a Diyou loam, Jilson-Duzel gravelly loams, J Marpa-Kinked-Boomer and Rock outcrop defined as Class II, III, IV, VII and VIII equivalent soil. The subject property is currently used for agriculture and wildlife habitat. The amended Contract will contain 288.93 acres, as reflected in Exhibit "A", consistent with the requirements of the Williamson Act. The referenced Agricultural Preserve Contract No. 479 continues to be bound by the provisions of that Contract.

Property Owners: Michael R. Stapleton and Elizabeth Stapleton
William P. Krum and Narda R. Krum



Lavada Erickson, Chair,
Siskiyou County Board of Supervisors

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On December 10, 2002, before me, Debbie Murphy, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared LaVada Erickson, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: December 10, 2002

 DMurphy
Debbie Murphy, Deputy

(Seal)

23-17

T 41 N R 9 W

Tax Area Code
64-04
64-09

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PAGE 56

PAGE 14

PAGE 37

PAGE 37

PAGE 54

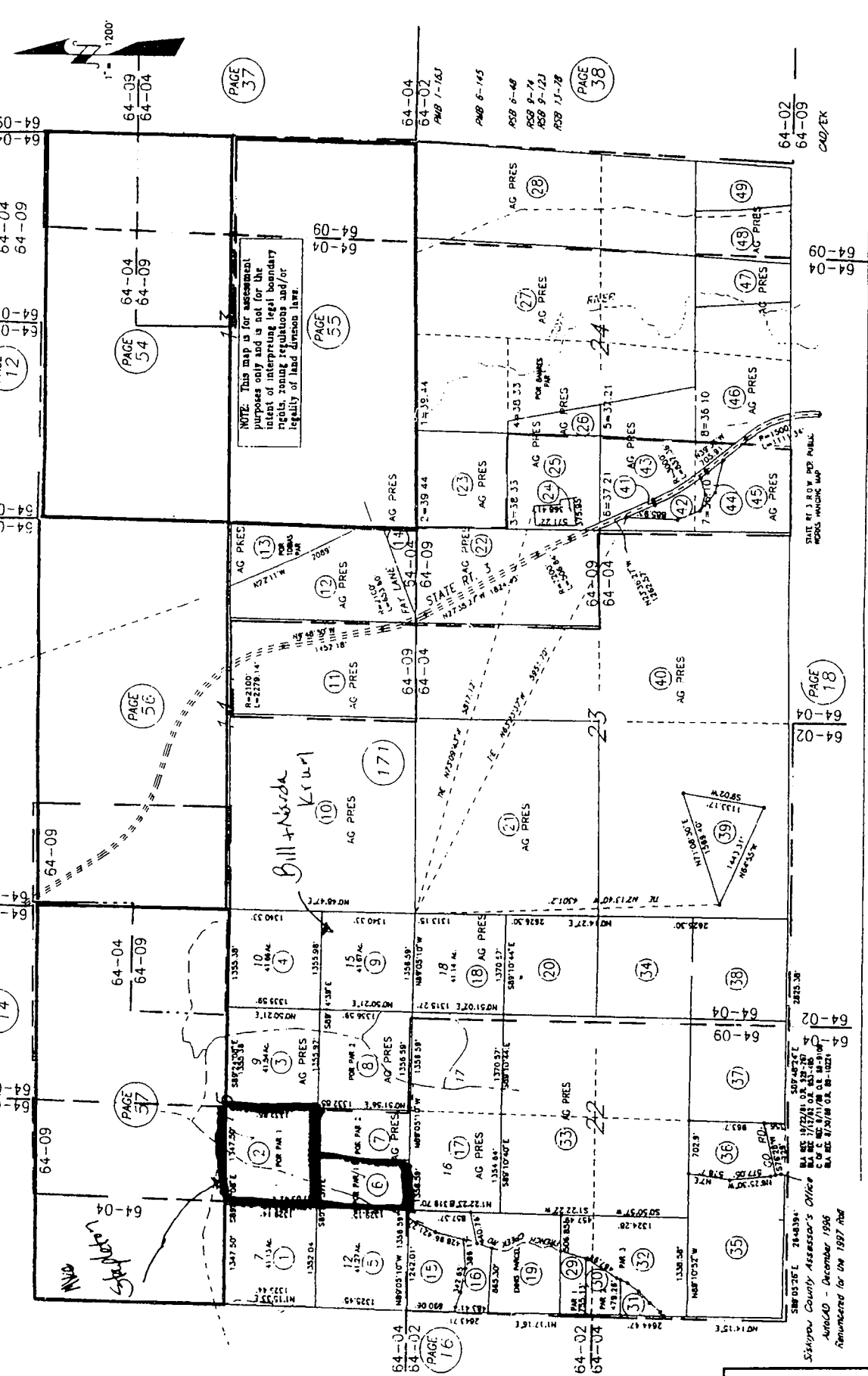


Exhibit A-1

Sanjour County Assessor's Office
 AutoCAD - December 1998
 Reissued for the 1997 Roll

EXHIBIT "A"

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

December 10, 2002

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

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Debbie Murphy

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Smith/Overman

AYES: Erickson, Hoy,
Overman, Smith and
Marsh

CONSENT AGENDA - PLANNING

- Approve the amendment to Agricultural Preserve for the William and Narda Krum/Michael and Elizabeth Stapleton Agricultural Preserve Contract (APA-02-03), to add APNs: 023-171-020 and 023-171-060 to Contract 479.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on December 10, 2002.

c: File

Witness my hand and seal this

8th day of January, 20 03

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

By: DMurphy
Deputy Clerk

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

2 cert mc Planning

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

December 10, 2002

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

ABSENT: None

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MOTION: Smith/Overman
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STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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c: File

Witness my hand and seal this

_____ day of _____, 20_____

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

By: _____ Deputy Clerk

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

2 cert MC Planning

**STAFF REPORT
FOR
ADMINISTRATIVE APPROVAL**

TO: Richard D. Barnum, Planning Director
FROM: Ruth E. LaTourelle, Assistant Planner
DATE: October 22, 2002
SUBJECT: William P & Narda R Krum /Michael R. & Elizabeth Stapleton Agricultural Preserve Contract Amendment (APA-02-03)

I. APPLICATION:

- a. Project Representative: Michael R. & Elizabeth Stapleton
- b. Property Owners: Michael R. & Elizabeth Stapleton
- c. Location of Properties: The property is located on French Creek Road, 600 feet southwest of the intersection of Miners Creek Road, Etna; T41N, R9W, Section 15; MDB&M; APNS: 023-171-020 and 023-171-060.
- d. Area of Properties: Original Parcels in Agricultural Preserve Contract No, Resolution No.93-17;

023-170-470	Totaling	
023-170-480	227 acres	
023-170-490		
023-170-500		
023-170-741		

Original Acreage	Adjustment Acreage	Final Acreage
227.0 acres	+ 61.93 acres	288.93 acres

Total final acreage of Amended Preserve Contract No. 479, Resolution No. 93-17: 288.93 acres
- e. Existing Zoning: AG-1-B-80 (Prime Agricultural 80 acre minimum), AG-2-B-40 (Non-Prime Agricultural 40 acre minimum), R-R-B-40 (Rural Residential, 40 acre minimums).
- f. General Surrounding Land Uses: The project site is surrounded by large acreage agricultural properties.
- g. General Plan/Special Area Plan Designations: This Agricultural Preserve contract amendment will not increase development potential, and will not impact any adopted mapped resource areas.
- h. The applicants request approval to amendment to an existing Agricultural Preserve Contract No. 479, Resolution No.93-17, modifying the boundaries of the preserve. This amendment would add a 61.93 acre parcel to the contract, increasing the contract to 288.93 acres.
- i. Environmental Setting: The project site slopes range from 0 to 5 percent. Vegetation consists of mixed coniferous forest, native grasses and riparian vegetation. Wildlife includes deer, rodents, birds, and coyotes.
- j. Access is provided by South State Highway 3 and French Creek Road (County Road No.3G002).

II. ENVIRONMENTAL AND PROJECT ANALYSIS:

The applicants request approval to amend Agricultural Preserve Contract No. 479, for the purpose of adding 61.93 acres to the existing Agricultural Preserve Contract

**STAFF REPORT
FOR
ADMINISTRATIVE APPROVAL**

III. ENVIRONMENTAL AND PROJECT RECOMMENDATION:

AGRICULTURAL PRESERVE CONTRACT AMENDMENT

Planning Department staff recommends approval of the Agricultural Contract Amendments with the following Finding:

Finding:

Amended Agricultural Preserve Contract No 479, under the ownership of ownerships of William P & Narda R Krum and Michael R. & Elizabeth Stapleton, consisting of 227 acres, is increasing in size to 288.93 acres and will continue to conform with the provisions of the Williamson Act, California Government Code, Section 51200 and Resolution 93-17, adopted by the Board of Supervisors on January 12, 1993.

Date: 10/29/92


Signature Indicates Approval

93002212

RECORDED AT 10:57 AM
Siskiyou County Clerk

Mar 1 3 33 PM '93
93002212
Fee \$ N/C

2000-1-15 pages

RECORDING REQUESTED BY:

When Recorded Mail To:

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on Jan 12, 1993, 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 and is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed.

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

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

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

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

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

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

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

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

6
15
2005

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

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

Dated: January 30, 1984

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

Deputy: Rae Turbovsky
Signature

(Seal)

93002212

Notice to the Owner shall be addressed as follows:

WILLIAM P AND NARDA R Krum
5932 Miners Creek Rd
ETNA CA 96027

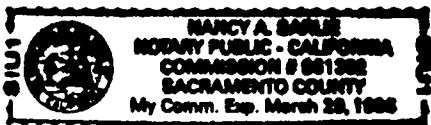
IN WITNESS WHEREOF the Owner and the County have executed this Contract on the day first above written.

[Signature]
WILLIAM P Krum NARDA R Krum

OWNER

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On this 18th day of August, 1992, before me, NANCY A. SARLE, a Notary Public, in and for said SACRAMENTO County, personally appeared WILLIAM P. KRUM + NARDA R. KRUM known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.



[Signature]
Notary Public

My Commission expires: 3-29-96

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Clerk Chairman [Signature]

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

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

Notary Public

My Commission Expires: _____

93002212

CONSENT OF LIENHOLDER

215

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

DATED: This NONE day of _____ 19____.

NONE
OK

MLK

Lienholder

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____ 19____,
before me, _____ a Notary Public
in and for said _____ County, personally
appeared _____ known to me to be the
person _____ whose name _____ subscribed to the within instrument
and acknowledged to me that _____ executed the same.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

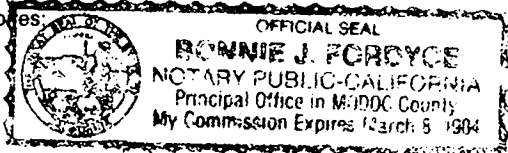
(Corporation)

State of California
County of Modoc ss

On this 20th day of September, in the year 1983, before me, the undersigned Notary Public in and for said County and State, personally appeared E.L. Ferry, Jr.

_____ (personally known to me) (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as General Manager of the corporation therein named and acknowledged to me that the corporation executed it.

My Commission Expires:



Bonnie J. Fordyce

Notary Public in and for said County and State

Bonnie J. Fordyce

93002212

9-15-92

AGRICULTURAL PRESERVE CONTRACT
ACKNOWLEDGMENT OF PARCEL MERGER

APN: 23-170-470, 480, 490, 500, 740

T/R/S: T41N, R9W, Sections 15 and 22

We, the undersigned, hereby acknowledge and accept that the following statement shall be added to the Agricultural Preserve Contract for the above-noted property, and that for such purposes the Contract shall also be entitled a Merged Agricultural Preserve Contract:

Based upon the regulations of the Agricultural Preserve, these parcels are temporarily merged for purposes of Contract administration and may not be sold separately from other parcels which would result in any separate ownership which does not meet all of the requirements for inclusion into the Agricultural Preserve Program.

Acknowledged and accepted on this 27th day of October 1992.

Marda L. Lee
Curt Krum
Property Owner(s)

None
Lienholder(s)

Notarized

93002212

EXHIBIT "A"

List Assessor's Parcel Numbers below:

64-04-23-170-470, 490, 500

64-09-23-170-480, 741

Note: The parcels enumerated above are merged for purposes of this contract and cannot be sold seperately.

Total acres: 227

10-15-23

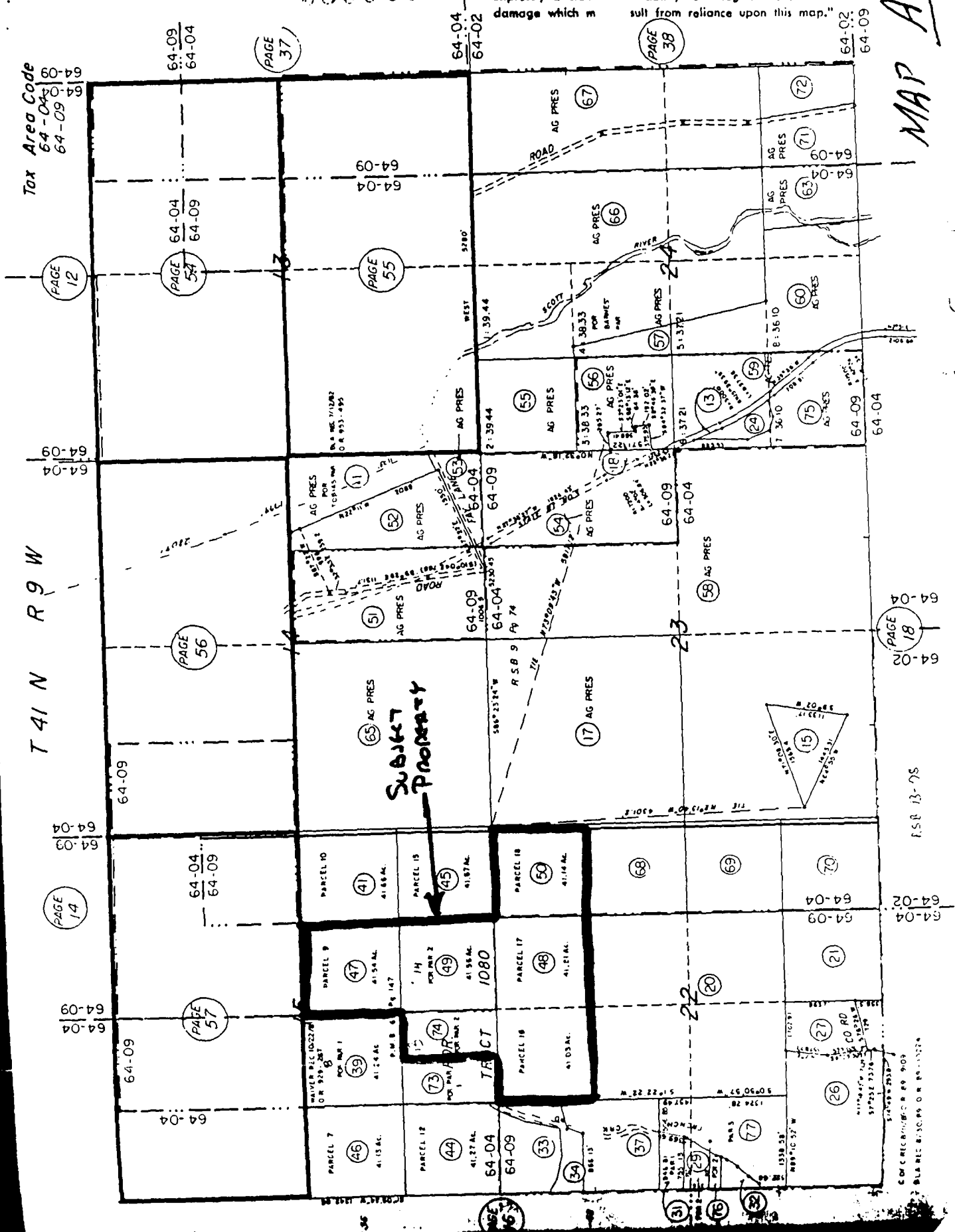
93002212

of the parcel or parcels depicted. First American
expressly disclaim liability for alleged loss or
damage which may result from reliance upon this map.

Tax Area Code
64-04
64-09

T 41 N R 9 W

MAP A



William P & Nevada R Krum
 5932 MINERS CREEK RD
 ETNA CA 96027

Exhibit A-1

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

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

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

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

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

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

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

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 12th day of January 1993, by the following vote:

AYES: Supervisors Dutra, Thackeray, Young, Zwanziger and Giardino.

NOES: None.

ABSENT: None.

[Signature]
Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler
County Clerk

BY: *[Signature]*
Deputy

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

ATTEST: *[Signature]*
LISA CHANDLER
County Clerk and Ex-officio Clerk of the Board of Supervisors in and for the County of Siskiyou.
By: *[Signature]*
Deputy

SISKIYOU COUNTY
RESOLUTION
No. 93-17

13
15

EXHIBIT A

KRUM, WILLIAM P. AND NARDA R. 5932 Miners Creek Road Etna, California 96027	23-170-470
	23-170-480
	23-170-490
	23-170-500
	23-170-741
EPPLER, JERRY R. AND KAY J. 10828 Oro Fino Road Fort Jones, California 96032	24-060-350
	24-060-650
LAUGHLIN FAMILY TRUST 4504 Hovey Gulch Road Montague, California 96064	4-180-260
	4-180-270
	4-180-280
	11-020-150
POOLE FAMILY TRUST 1833 S. Highway 3 Etna, California 96027	23-080-210
	23-080-220
	23-080-240
	23-080-340
	23-080-350
	23-110-110

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY
RESOLUTION NO. 93-18 ADOPTED ON JANUARY 12, 1993

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou,
does hereby enter into Agricultural Preserve Contracts (William-
son Contracts) with the following landowners in the established
Agricultural preserves, said Agricultural Preserves having been
established by Resolution, adopted on January 12, 1993, and the
Chairman of the Siskiyou County Board of Supervisors is autho-
rized to sign said contracts on behalf of the County of Siskiyou,
and the Clerk is directed to record said contracts prior to March
1, 1993.

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

The foregoing resolution was passed and adopted this 12th
day of January 1993, by the following vote:

AYES: Supervisors Dutra, Thackeray, Young, Zwanziger and Giardino.

NOES: None.

ABSENT: None.

Law Gary
Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler
County Clerk

By: *Cindy Dieter*
Deputy

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

ATTEST: 1-25-93

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

By: *Cindy Dieter*
Deputy

SISKIYOU COUNTY
RESOLUTION
No. 93-18

93002212

EXHIBIT A

KRUM, WILLIAM P. AND NARDA R. 5932 Miners Creek Road Etna, California 96027	23-170-470
	23-170-480
	23-170-490
	23-170-500
	23-170-741
EPPLER, JERRY R. AND KAY J. 10828 Oro Fino Road Fort Jones, California 96032	24-060-350
	24-060-650
LAUGHLIN FAMILY TRUST 4504 Hovey Gulch Road Montague, California 96064	4-180-260
	4-180-270
	4-180-280
	11-020-150
POOLE FAMILY TRUST 1833 S. Highway 3 Etna, California 96027	23-080-210
	23-080-220
	23-080-240
	23-080-340
	23-080-350
	23-110-110

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

12th day January 1993

PRESENT: Supervisors Clancy Dutra, George Thackeray, Roger Zwanziger and
Jerry Giardino. Chairman Young presiding.

ABSENT: None

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy
COUNTY CLERK: Sherrie Bennett and
Cindy Dieter

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

PUBLIC HEARING - AGRICULTURAL PRESERVE CONTRACTS APPROVED.

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

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

There being no public input, the public hearing was declared closed. It was moved by Supervisor Giardino, seconded by Supervisor Thackeray and unanimously carried, that the following Agricultural Preserve Contracts are approved, the Chairman authorized to sign and the Clerk authorized to have said contracts recorded:

1. William P. and Narda R. Krum, 5932 Miners Creek Road, Etna, CA 96027
2. Jerry R. and Kay J. Eppler, 10828 Oro Fino Road, Fort Jones, CA 96032
3. Laughlin Family Trust, 4504 Hovey Gulch Road, Montague, CA 96064
4. Poole Family Trust, 1833 So. Highway 3, Etna, CA 96027

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 1/12/93.

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

CC: File
Planning Dept. (8)
Recorder
Assessor

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

By _____
Deputy Clerk

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

12th day January 1993

PRESENT: Supervisors Clancy Dutra, George Thackeray, Roger Zwanziger and
Jerry Giardino. Chairman Young presiding.

ABSENT: None

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy
COUNTY CLERK: Sherrie Bennett and
Cindy Dieter

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

It was moved by Supervisor Giardino, seconded by Supervisor Thackeray and unanimously carried, that Resolution No. 93-17, being a resolution establishing a new Agricultural Preserve with uniform rules, including compatible uses, as more particularly set forth in said resolution, is adopted and the Chairman authorized to sign.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 1/12/93.

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

CC: File
Planning Dept. (8)
Recorder
Assessor

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

By _____
Deputy Clerk

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

12th day January 1993

PRESENT: Supervisors Clancy Dutra, George Thackeray, Roger Zwanziger and
Jerry Giardino. Chairman Young presiding.

ABSENT: None

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy
COUNTY CLERK: Sherrie Bennett and
Cindy Dieter

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS
IN AGRICULTURAL PRESERVES ESTABLISHED BY RESOLUTION NO. 93-18
ADOPTED ON JANUARY 12, 1993.

It was moved by Supervisor Giardino, seconded by Supervisor Thackeray and unanimously carried, that Resolution No. 93-18, being a resolution approving new Agricultural Preserve Contracts in Agricultural Preserves established by Resolution No. 93-17 adopted on January 12, 1993, is hereby adopted and the Chairman authorized to sign.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 1/12/93.

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

CC: File
Planning Dept. (8)
Recorder
Assessor

LISA CHANDLER

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

By _____
Deputy Clerk

From: [Molly Breitmun](#)
To: [Bernadette Cizin](#)
Cc: [Amy Campbell](#)
Subject: RE: Email B. Cizin
Date: Friday, June 21, 2024 2:56:17 PM
Attachments: [image001.png](#)

Hi Bernadette,

It was great to talk to you yesterday -thanks for your helpful guidance.

The Nature Conservancy has decided to pursue a non-renewal of the Williamson Act on Miners Creek Ranch, 5932 Miners Creek Road, Etna, CA 96027.

Let me know if you have any questions, and thank you,
Molly

Molly Breitmün (she/her)
Klamath Stewardship Project
Associate
Scott & Shasta Watersheds

The Nature Conservancy
molly.breitmun@tnc.org
Cell (530)925-2322



From: Bernadette Cizin <bpcizin@co.siskiyou.ca.us>
Sent: Friday, June 21, 2024 2:55 PM
To: Molly Breitmun <molly.breitmun@TNC.ORG>
Subject: Email B. Cizin

Bernadette Cizin
Associate Planner
Siskiyou County Community Development
806 S. Main Street, Yreka, CA 96097
530-841-2151

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Leavers Ranch
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

Federal Land Bank of Sacramento, California

APPLICANT'S NAME (if other than above): Ralph D. and William A. Leavers

APPLICANT'S ADDRESS: P. O. Box 202 Macdoel, California 96058

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: Ralph D. Leavers

MAILING ADDRESS: P. O. Box 202 Macdoel, California 96058

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
See attached Exhibit AB		
<u>Alfalfa Hay</u>	<u>11-250-150</u>	<u>270</u>
<u>" "</u>	<u>11-250-160</u>	<u>270</u>
Total Acreage		<u>540</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:

Ralph D. Leavers
William A. Leavers

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 _____

1884 Jan 84

Frank J. Demaree

Exhibit B-1

RECEIVED

SEP 23 1983

Planning Commission

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICE OF RECORDS
SISKIYOU COUNTY, CALIF.

FEB 1 8 41 AM '84
#84001410

[Signature]
RECORDER FEE \$N/C

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1984, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On January 30, 1984, before me, Rae Turbovsky, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Norma Frey, personally known to me to be the person who executed this instrument as Chairman of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: January 30, 1984

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

Deputy: Rae Turbovsky
Signature

(Seal)

OWNER'S NAME Leavers Ranch ADDRESS P. O. Box 202, Macdoel, Calif. 96058

PARCEL NUMBERS 11-250-150 11-250-160

HOW LONG HAVE YOU OWNED THIS LAND? 25 Years

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 110 acres Carrying capacity winter feeding area

Irrigated pasture acreage 30 Acres Carrying capacity 60 head 5mo. 300AUM

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 300 Acres Crops grown Alfalfa Production per acre 5 Ton

100 Acres Oat Hay or Grain 2 Ton

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM 160 Term 6/15 to 10/1 Fees paid \$800.00

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner Lowel N. Jones No. of acres 1030

Rental fee per acre _____ Use of land 75 acres Farming Balance Pasture

Terms of lease \$10,500 Per Year Lease termination date 1993

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 Ralph W. Leavers Date 9/23/83

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

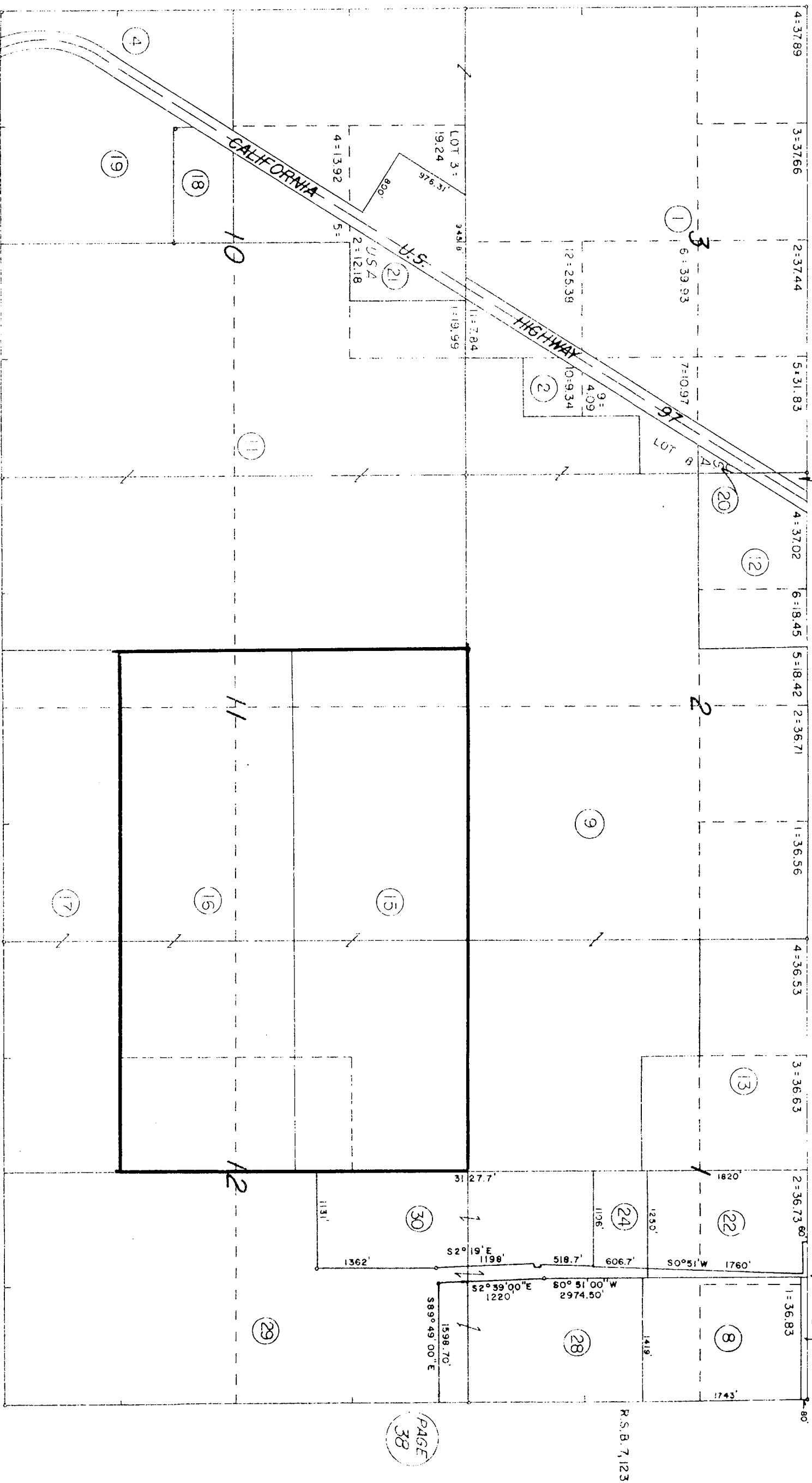
T 45 N R 2 W M.D.M.

Tax Area Code 90-05

11 - 25

84001410 Page 12 of 14 pages

BOOK 3



PAGE 26

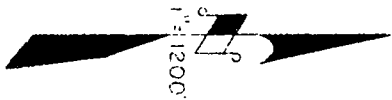
PAGE 38

RECORDER'S MEMO
FAINT WRITING OR TYPIING
OR CARELESS COPIES MAKES
POOR PHOTOGRAPHIC RECORD

PAGE 28

NOTICE TO THE PUBLIC
THIS PLAT IS THE PROPERTY OF THE
RECORDING OFFICE AND IS NOT TO BE
REPRODUCED OR COPIED WITHOUT THE
WRITTEN PERMISSION OF THE
RECORDING OFFICE.

Exhibit B-1



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

DECEMBER 13, 1983

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

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

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

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

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

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

Dorinda A. Price
Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By: *[Signature]*
Deputy

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

ATTEST: *January 18, 1984*

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

By: *[Signature]*
Deputy

RESOLUTIONS
NO. <u>272</u>
BOOK <u>11</u>

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

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

13th day December 1983

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

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

The public hearing on Agricultural Preserve Contracts was declared closed.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) 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 12-13-83.

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

cc-File
Planning

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

Rae Furbovsky

From: [Tammy Lyons](#)
To: [Bernadette Cizin](#)
Cc: [Dianne Johnson](#)
Subject: RE: Request for Extension to File for Williamson Act 011-250-460
Date: Friday, December 8, 2023 1:29:04 PM
Attachments: [image004.png](#)

Hi Bernadette,

We would like to non-renew as that seems the easiest way to proceed as we do not want to apply for the Williamson Act.

We should wait for the nonrenewal information per your email below and I will agree to it. Thank you for your help.

Respectfully,

Tammy Lyons

Director of Procurement
Sierra- Cascade Nursery, Inc.
750 Sandhill Rd. Ste 210
Reno, Nevada 89521
530-251-7396 Cell Phone



From: Bernadette Cizin <bpcizin@co.siskiyou.ca.us>
Sent: Thursday, October 12, 2023 8:30 AM
To: Tammy Lyons <Tammy.Lyons@sierracascadenursery.com>
Cc: Dianne Johnson <dmjohnson@co.siskiyou.ca.us>
Subject: RE: Request for Extension to File for Williamson Act 011-250-460

You don't often get email from bpcizin@co.siskiyou.ca.us. [Learn why this is important](#)

To opt out – The landowner must serve notice upon the Conty at least 90 days prior to the renewal date (January 1) in order for it to become effective the next renewal period. Because this is only a portion of an existing contract, this will have to be applied for and processed through the Planning Department.

Or

If you do not apply for your own contract by the December 18 extension date, planning staff will recommend the Board of Supervisors issue a notice of non-renewal. This will take some time to process on our end and the non-renewal would start January 1, 2025. We do ask that if you decide to go this route, when you receive our notice, you respond that you are not opposed to the non-

renewal. This just makes it clear to the Board that both parties are in agreement to non-renew this portion of the contract.

From: Tammy Lyons <Tammy.Lyons@sierracascadenursery.com>
Sent: Thursday, October 12, 2023 8:14 AM
To: Bernadette Cizin <bpcizin@co.siskiyou.ca.us>
Cc: Dianne Johnson <dmjohnson@co.siskiyou.ca.us>
Subject: RE: Request for Extension to File for Williamson Act 011-250-460

Thank you, Bernadette. I have a question in regard to opting out of the Williamson Act. Is the process the same, do we need a BOD resolution and give legal notification to the Ag Preserve Administrator? I also see if we don't reply that it goes into non-renewal status, would this be the same as opting out. Perhaps there are consequences to the non-renewal status that there is not to the request to opt out. I am just trying to understand the processes when I am asked. They are going to discuss this with the BOD this week.

Respectfully,

Tammy Lyons

Director of Procurement
Sierra-Cascade Nursery, Inc.
750 Sandhill Rd. Ste 210
Reno, Nevada 89521
530-251-7396 Cell Phone



From: Bernadette Cizin <bpcizin@co.siskiyou.ca.us>
Sent: Thursday, October 12, 2023 7:26 AM
To: Tammy Lyons <Tammy.Lyons@sierracascadenursery.com>
Cc: Dianne Johnson <dmjohnson@co.siskiyou.ca.us>
Subject: FW: Request for Extension to File for Williamson Act 011-250-460

You don't often get email from bpcizin@co.siskiyou.ca.us. [Learn why this is important](#)

Good morning.

I submitted your request to the Ag Preserve Administrator. A 60-day extension has been granted. You will need to submit an Amendment application no later than December 18, 2023. Should we not receive your application by that date, your property under contract will be recommended for non-renewal.

Please let me know if you have any questions. Prior to submitting your application package, I would recommend you contact Dianne Johnson, Planning Permit Tech to confirm you have all documents

necessary to process your application and the appropriate fees are included.

Thank you,

Bernadette Cizin
Associate Planner
Siskiyou County Community Development
806 S. Main Street, Yreka, CA 96097
530-841-2151

From: planning <planning@co.siskiyou.ca.us>
Sent: Monday, October 9, 2023 3:25 PM
To: Bernadette Cizin <bpcizin@co.siskiyou.ca.us>
Subject: FW: Request for Extension to File for Williamson Act 011-250-460

From: Tammy Lyons <Tammy.Lyons@sierracascadenursery.com>
Sent: Monday, October 9, 2023 1:48 PM
To: planning <planning@co.siskiyou.ca.us>
Subject: Request for Extension to File for Williamson Act 011-250-460

Hi,

Sierra-Cascade Nursery Inc. would like to request an extension on the October 16th deadline to apply for the Williamson Act on 011-250-460. Our BOD will be meeting next week we would like more time to discuss and file the appropriate paperwork to be in compliance.

Thank you so much for your time.

Respectfully,

Tammy Lyons

Director of Procurement
Sierra- Cascade Nursery, Inc.
750 Sandhill Rd. Ste 210
Reno, Nevada 89521
530-251-7396 Cell Phone



**WARNING: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department**

**WARNING: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department**

#84

FORM APPROVED

THE 16th DAY OF JULY, 1971

RECORDED AT REQUEST OF
Siskiyou County Clerk

FILED

10177

UK

DEPUTY COUNTY CLERK
SISKIYOU COUNTY, CALIFORNIA
Fred Burton

05 OFFICIAL... 8 A.M. 17 3 47 PM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
NORMA PRICE, CLERK SISKIYOU COUNTY, CALIFORNIA

Vol. 651 Page 114
RECORDER

Norma Price
DEPUTY

No Charge

OWNER/OWNERS NAME AS RECORDED: Fred W. Burton
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) no encumbrance

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

APPLICANT'S ADDRESS: Box 186 Yreka, California

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

DESIGNATED AGENT: no agent MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
see attached	see attached	see attached

Total acreage 400

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: *Fred W. Burton*

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

DESCRIPTION OF PROPERTY

<u>PRESENT AGRICULTURAL USE</u>	<u>PARCEL NUMBER</u>	<u>ACREAGE</u>
Ranch	14-350-050	160
Ranch	14-300-040	240

VOL 651 PAGE 115

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

STATE OF CALIFORNIA,

} ss.

County of Siskiyou

On this 17th day of December

in the year one thousand nine hundred and seventy one

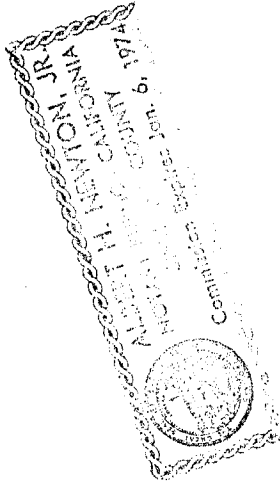
before me, _____, a Notary Public,

State of California, duly commissioned and sworn, personally appeared _____

Fred W. Burton

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Albert H. Newton

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

My Commission Expires _____

Vol 651 PAGE 123

Notice to the Owner shall be addressed as follows:

Fred W Burton
Box 186
Yreka, Calif.

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

Fred W Burton

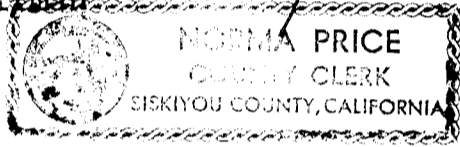
OWNER

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk
Ernest A. Hayden Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

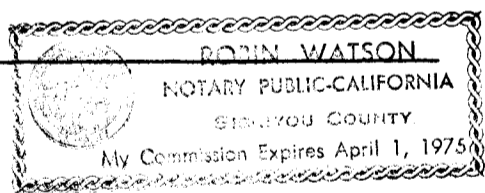
ss.



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

Robin Watson
Notary Public

My Commission Expires: _____
0000



STATE OF CALIFORNIA)
COUNTY OF _____)

ss.

On this _____ day of _____, 19____, before me, _____, a Notary Public, in and for said _____ County, personally appeared _____ known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public

My Commission expires: _____

69-02
123-01

T 44 N R 7 W

32

VOL 651 PAGE 125

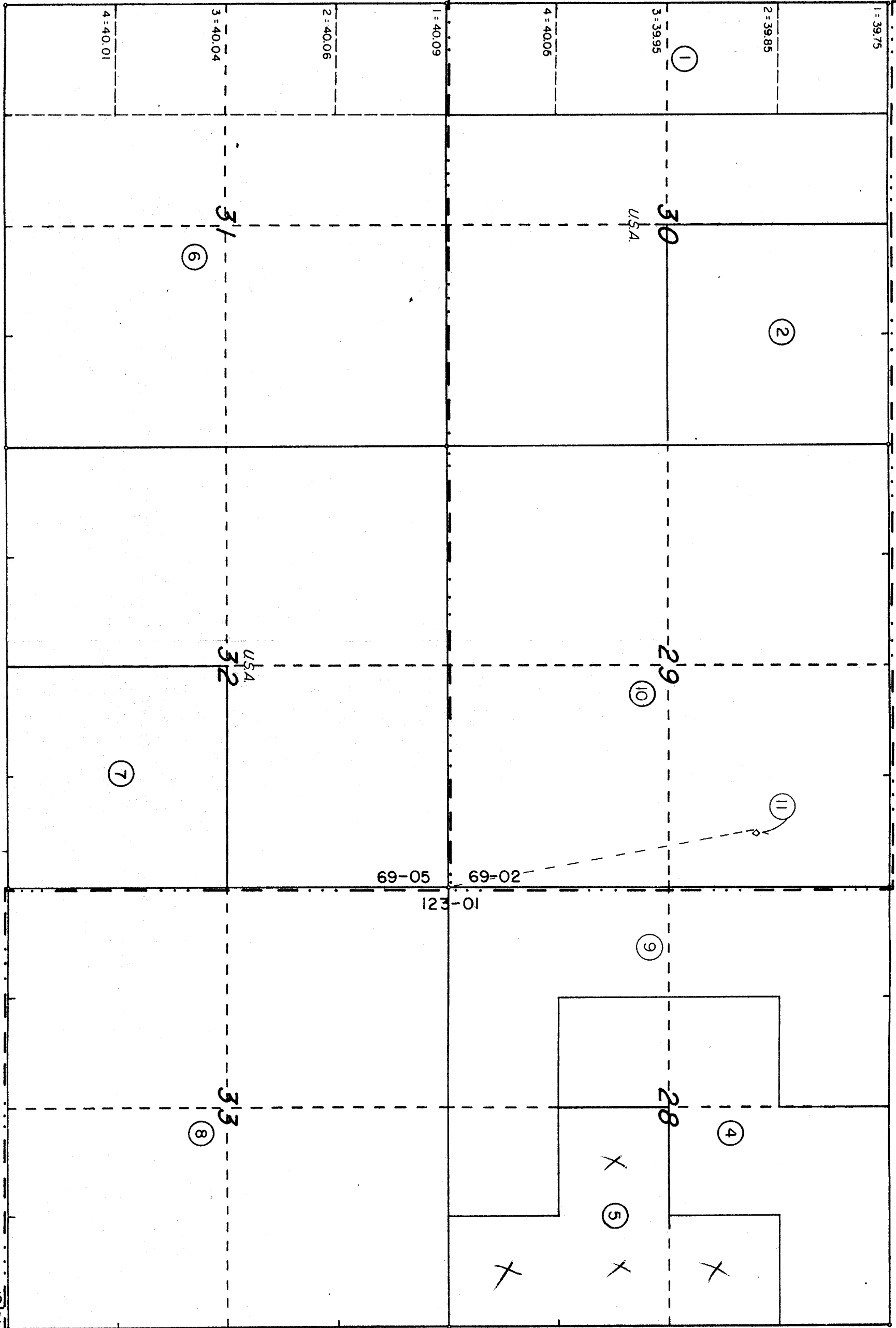
Tax Area Code
69-02
69-05
123-01

14-35

VOL 651 PAGE 126

69-02
69-05

25



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

Exhibit C-1

Assessor's Map
County of Siskiyou, California

Book 22

123-01
74-02

T 44 N R 7 W VOL 651 PAGE 127

Book 13

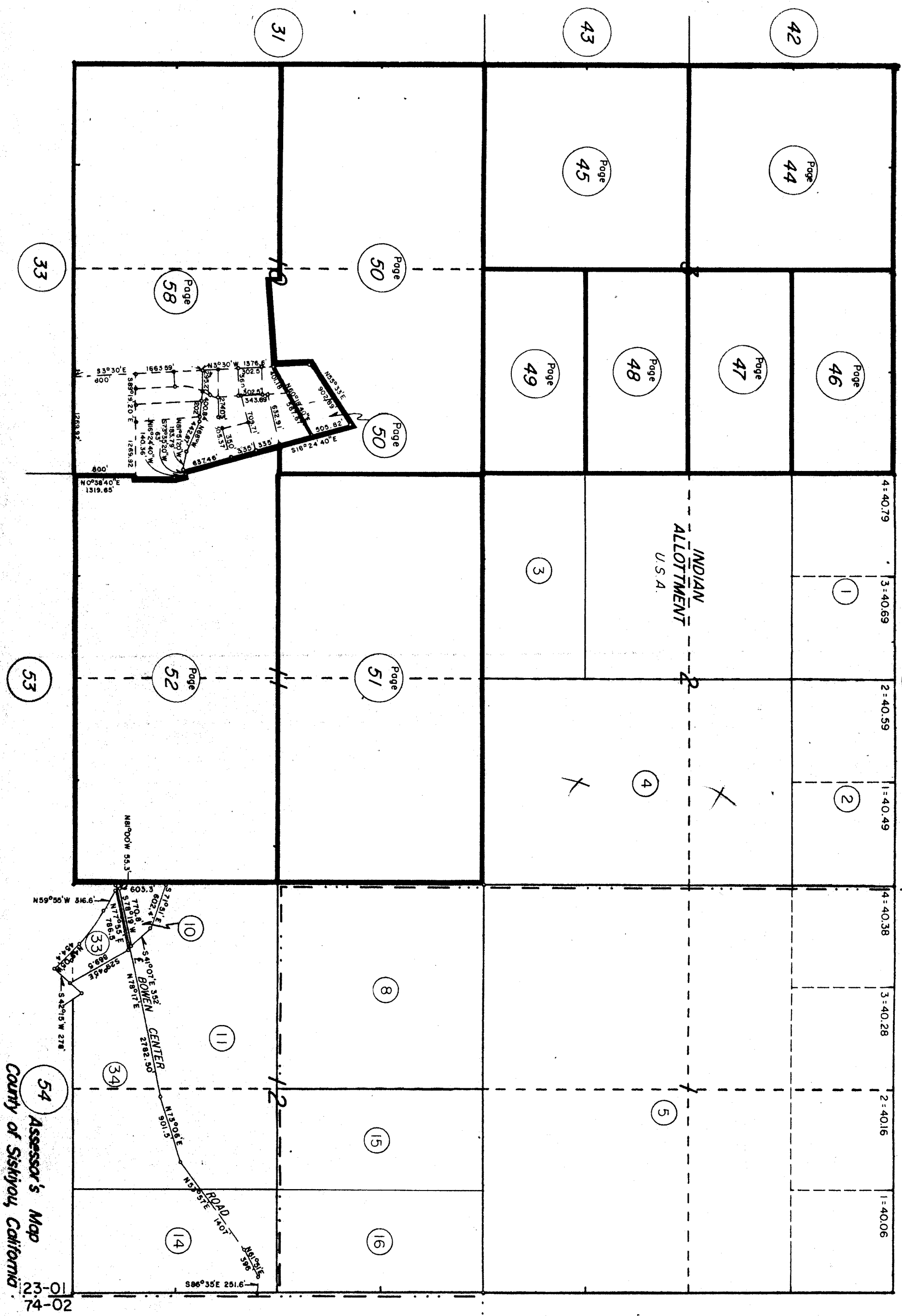
123-01
56-01

Tax Area Code
56-01
123-01

14-30

VOL 651 PAGE 128

NOT TO BE USED IN ANY DEED OR CONVEYANCE.
 NUMBER OR PARCEL NUMBER OR CODE NUMBER MAY
 OF THE COUNTY OF SISKIYOU, CALIFORNIA.
 BOOK 12 PAGE 74
 56-01
 bit C-1



54 Assessor's Map
County of Siskiyou, California

20-47
10-22

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

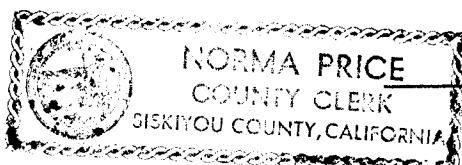
ABSENT: Supervisors Ager and Wacker.

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

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

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

cc: File Recorder



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

By Joanne Kendrick
Deputy Clerk

MEMBERS:

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

Board of Supervisors
of
SISKIYOU COUNTY
Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE
PHONE: 842-3531

April 17, 1972

• Fred W. Burton
• P.O. Box 186
• Yreka, California

Dear Mr. Burton:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 651, Page 114, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy

This 16 day of Feb 1972

FILED 10175

RECORDED AT REQUEST OF Siskiyou County Clerk

05 MIN PAST 8 AM OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

MICHAEL T. ...

DEPUTY COUNTY CLERK

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK

Fred W. Burton, Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

Vol. 651 Page 62 RECORDER FEE \$ No Charge

OWNER/OWNERS NAME AS RECORDED: (Include trust deed or other encumbrance holders Use separate sheet if necessary) (no encumbrance)

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

APPLICANT'S ADDRESS: Box 186, Yreka, California

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

DESIGNATED AGENT: Fred W. Burton MAILING ADDRESS: Forest House Ranch, Box 186, Yreka, California

DESCRIPTION OF PROPERTY (Use separate sheet if necessary)

Table with 3 columns: Present Agricultural Use, Assessor's Parcel No, Acreage. Rows include 'see attached' and 'Total acreage 7134.92'.

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

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

FOREST HOUSE RANCH a partnership of: Fred W. Burton OWNER/OWNERS SIGNATURE: Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

Barbara Richardson Lynda See and Timothy Burton signed by Fred W. Burton 594 O.R. 646 - 594 O.R. 648 - 594 O.R. 649 attorney in fact

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE:

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

PRESENT ZONING: PRESENT GENERAL PLAN DESIGNATION:

DESCRIPTION OF PROPERTY

<u>PRESENT AGRICULTURAL USE</u>	<u>PARCEL NUMBER</u>	<u>ACREAGE</u>
Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
Ranch	14-320-090	637.4
Ranch	14-320-020	640
Ranch	14-340-060	640
Ranch	14-300-080	160
Ranch	14-240-060	63
Ranch	14-210-030	40
Ranch	13- 22- 01	61.52

7134.92

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PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

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

Fred W Burton

Patricia Davidson

Barbara Richardson, Lynda See &

Timothy Burton by Fred W Burton

OWNER

attorney in fact

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA }
COUNTY OF SISKIYOU }

ss.



On this 23rd day of February, 19 72, before
me, Robin Watson a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

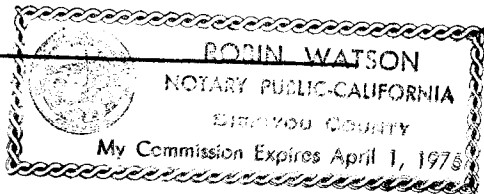
Robin Watson
Notary Public

My Commission Expires: _____

oo0oo

STATE OF CALIFORNIA }
COUNTY OF _____ }

ss.



On this _____ day of _____, 19____,
before me, _____, a Notary
Public, in and for said _____ County, personally
appeared _____
known to me to be the person _____ whose
name _____ subscribed to the within instrument, and
acknowledged to me that _____ executed the same.

Notary Public

My Commission expires: _____

STATE OF CALIFORNIA

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one before me, _____ a Notary Public in and for the _____ County of Siskiyou

State of California, residing therein, duly commissioned and sworn, personally appeared _____
Fred W. Burton

known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Barbara Richardson, Lynda See & Timothy Burton

and acknowledged to me that _____ he subscribed the name S of Barbara Richardson Lynda See & Timothy Burton

thereto as principal S, and h. is own name as attorney in fact.

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

Albert H. Newton

Notary Public in and for the _____ County of Siskiyou State of California

Cowdery's Form No. 24 Acknowledgment—Attorney in Fact. (C. C. Sec. 1192)

My Commission Expires _____

STATE OF CALIFORNIA,

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one

before me, _____, a Notary Public, State of California, duly commissioned and sworn, personally appeared _____

Fred W. Burton
Patricia Davidson

known to me to be the person S whose name S are subscribed to the within instrument and acknowledged to me that t he y executed the same.

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

Albert H. Newton

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General. (C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

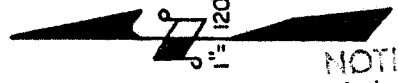
My Commission Expires _____

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EXHIBIT "A"

List Assessor's Parcel Numbers below

Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
Ranch	14-320-090	637.4
Ranch	14-320-020	640
Ranch	14-340-060	640
Ranch	14-300-080	160
Ranch	14-240-060	63
Ranch	14-210-030	40
Ranch	13- 22- 01	61.52



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34

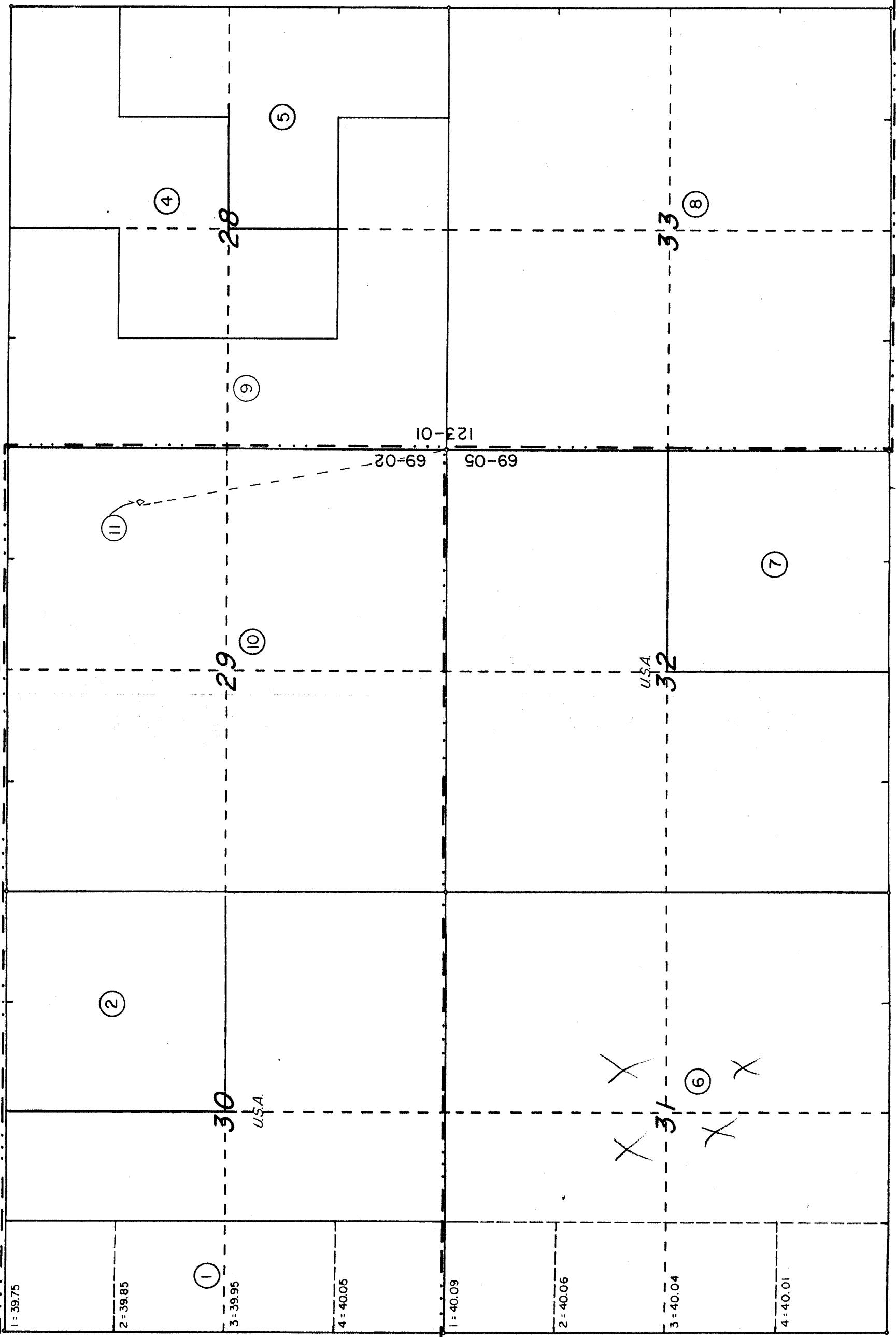
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T 44 N R 7 W

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32

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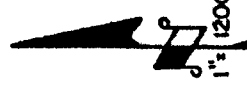


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Assessor's Map
County of Siskiyou, California

Book
22



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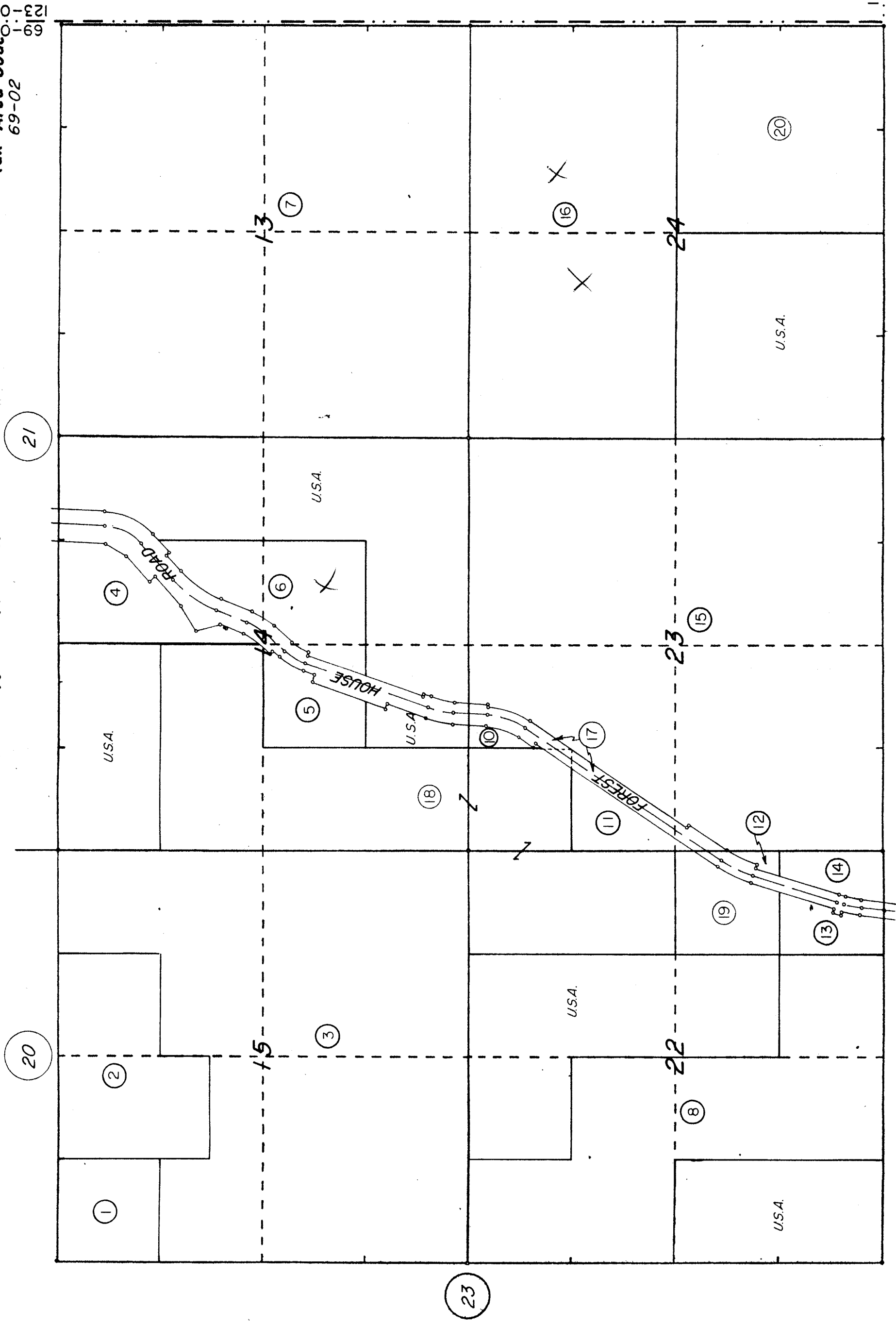
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T 44 N R 8 W

VBL 001 PAGE 76

Tax Area Codes: 0-0
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Assessor's Map
County of Siskiyou, California

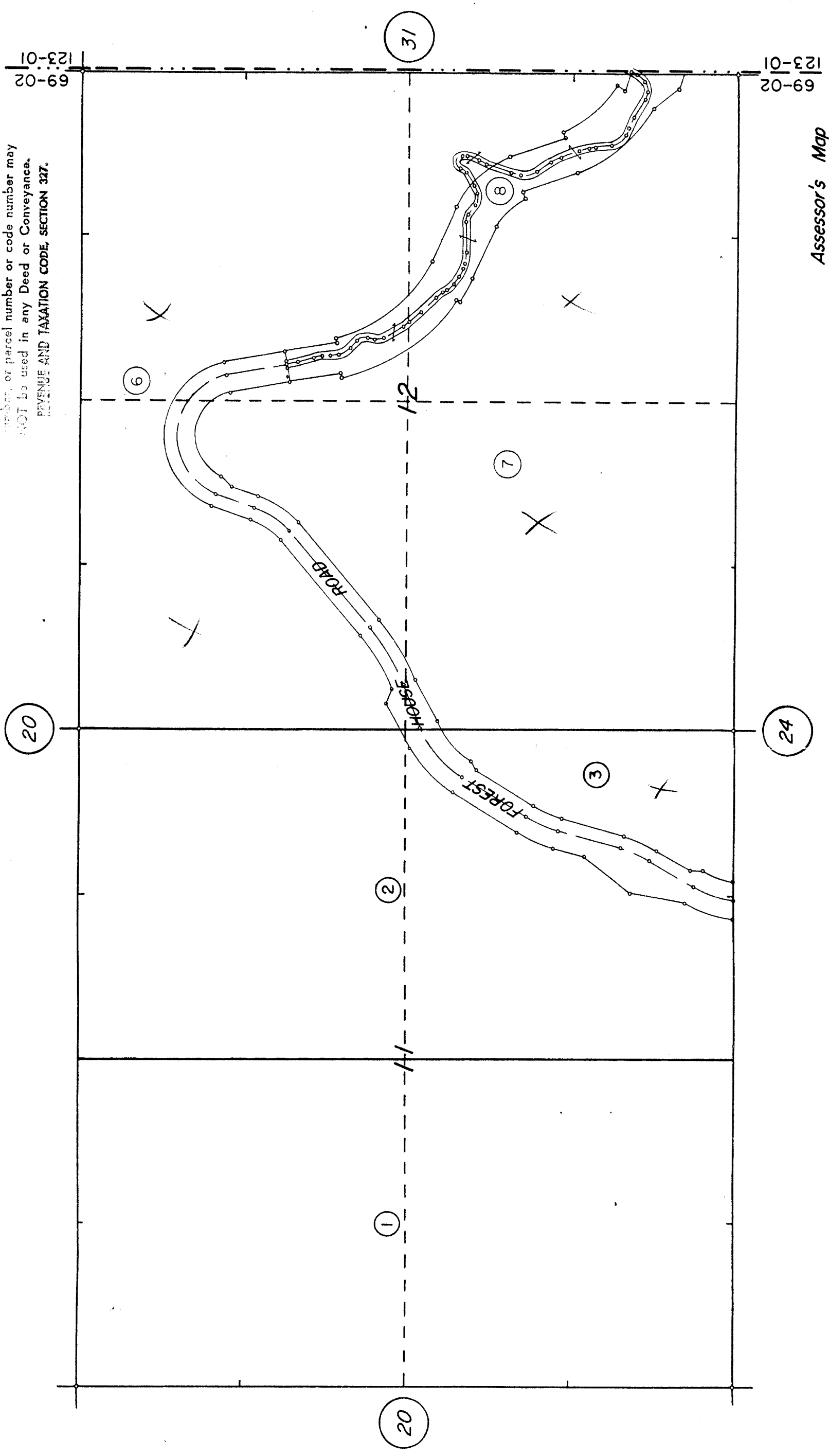
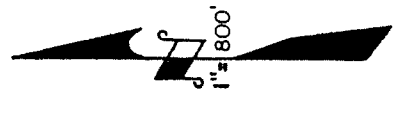
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Tax Area Code 69-02

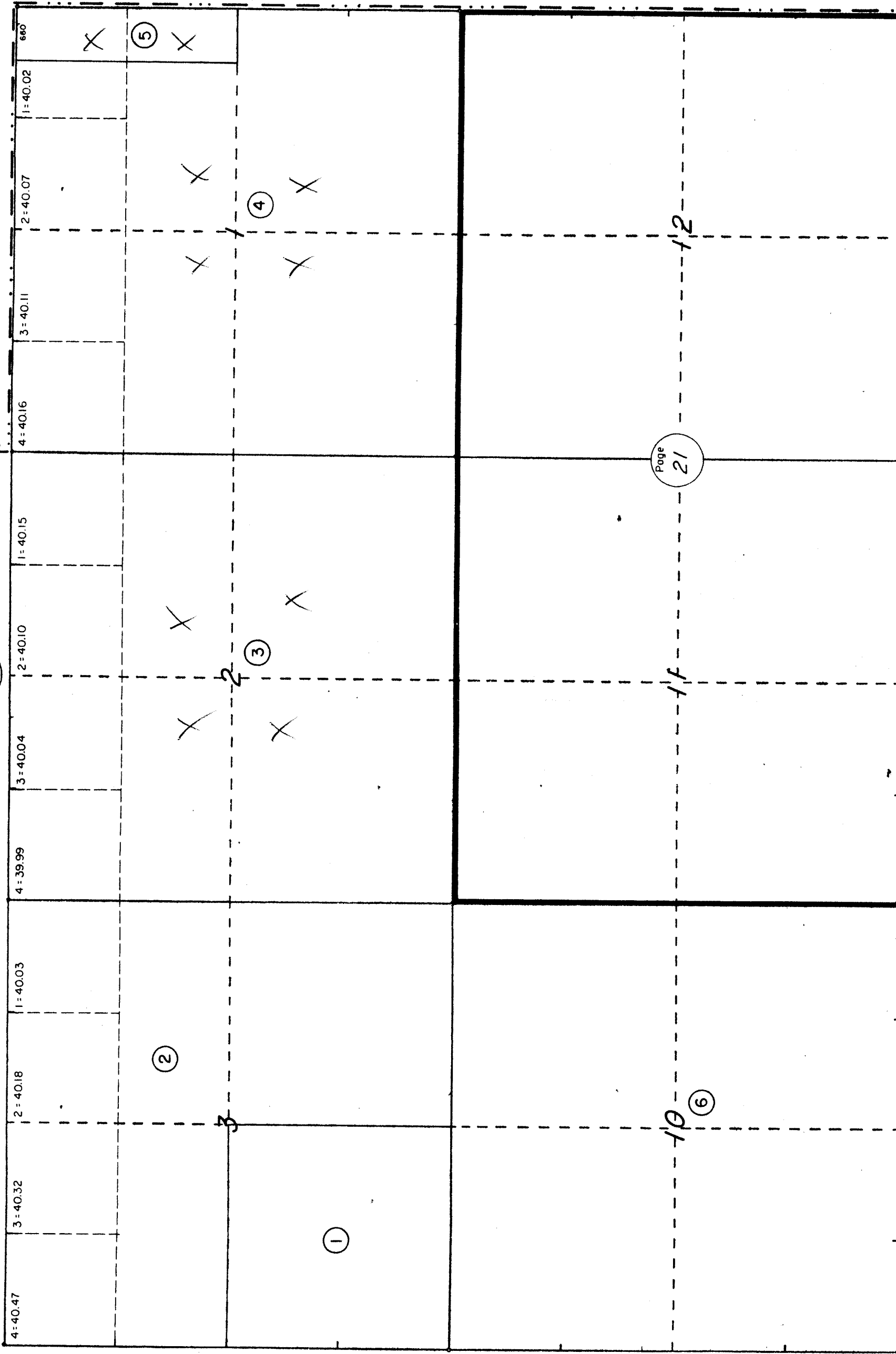
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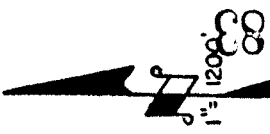
Assessor's Map
County of Siskiyou, California

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REVENUE AND TAXATION CODE, SECTION 327.

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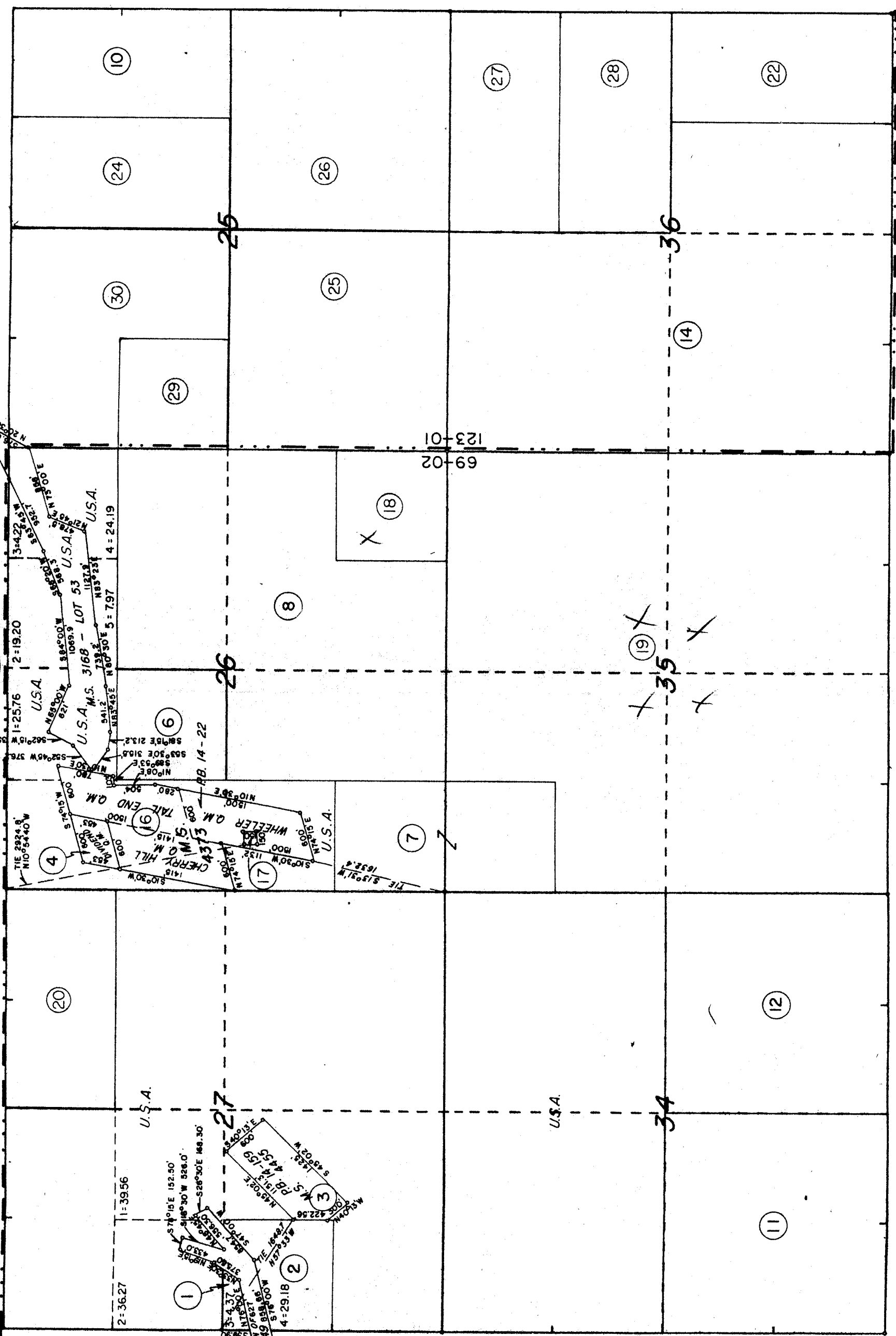
Tax Area Code
69-02
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VOL 651 PAGE 84

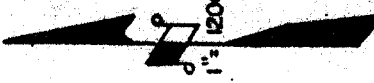
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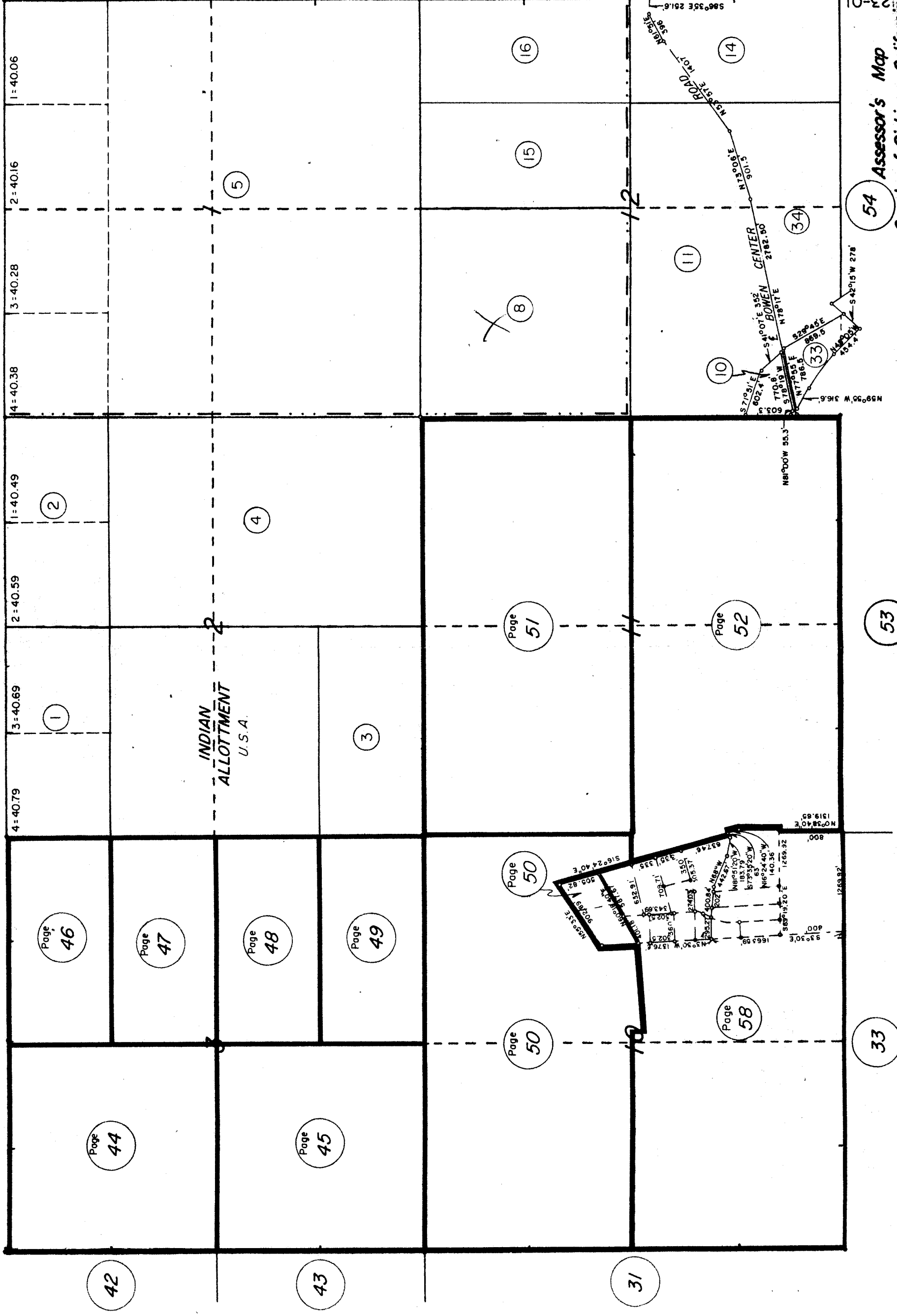


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123-01
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Assessor's Map
County of Siskiyou, California



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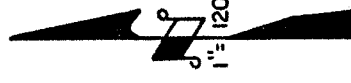
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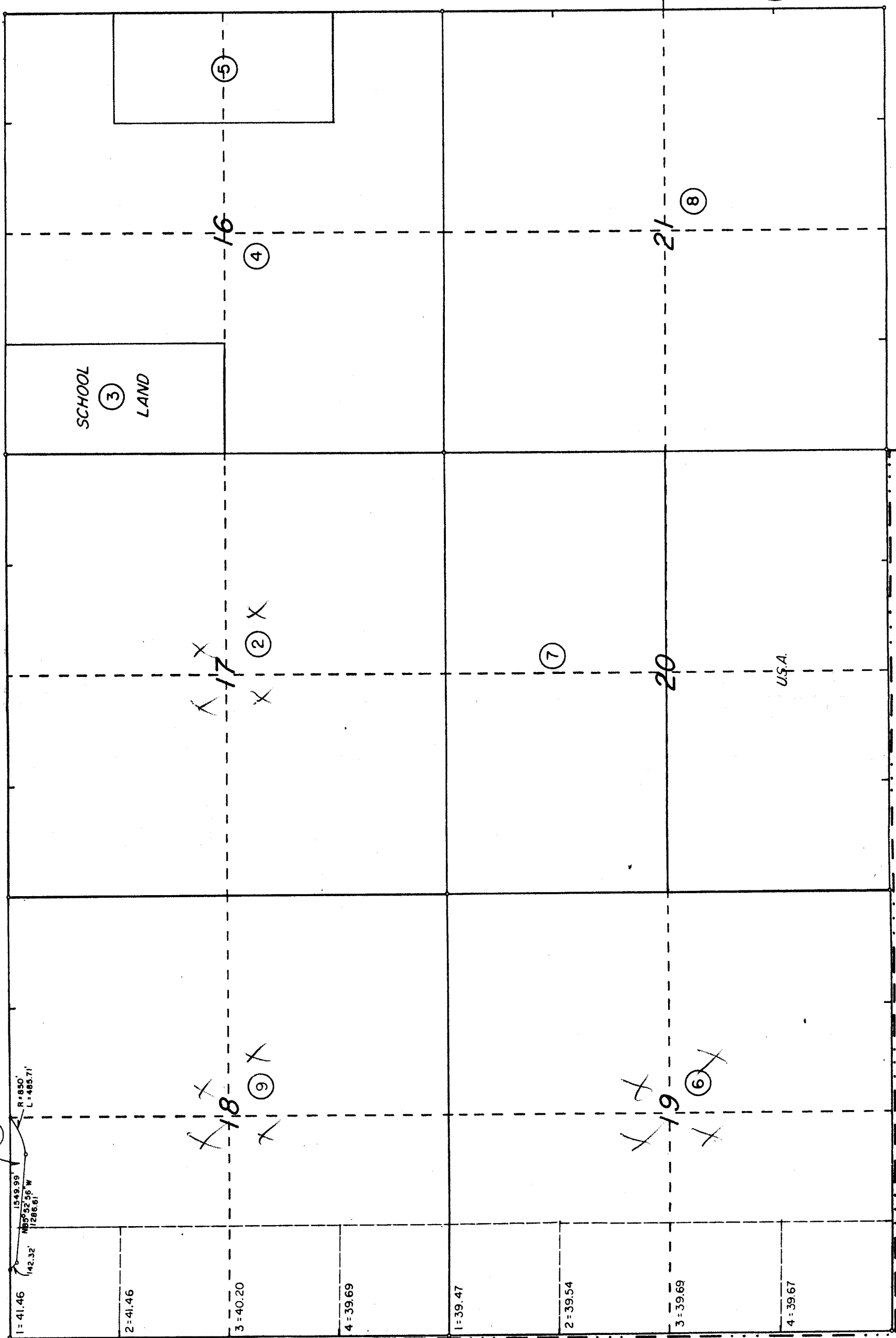
NOTICE: This map is from the office of the Assessor of Siskiyou County. The number, or parcel number or code number, NOT be used in any Deed or Conveyance, REVENUE AND TAXATION CODE, SECTION 327.

Exhibit D-1



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69-02 123-01



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69-02 123-01

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69-02 123-01

Assessor's Map
County of Siskiyou, California

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Tax Area Code
123-01

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T 44 N R 7 W

Book 13

VOL 651 PAGE 92

T 44 N R 7 W

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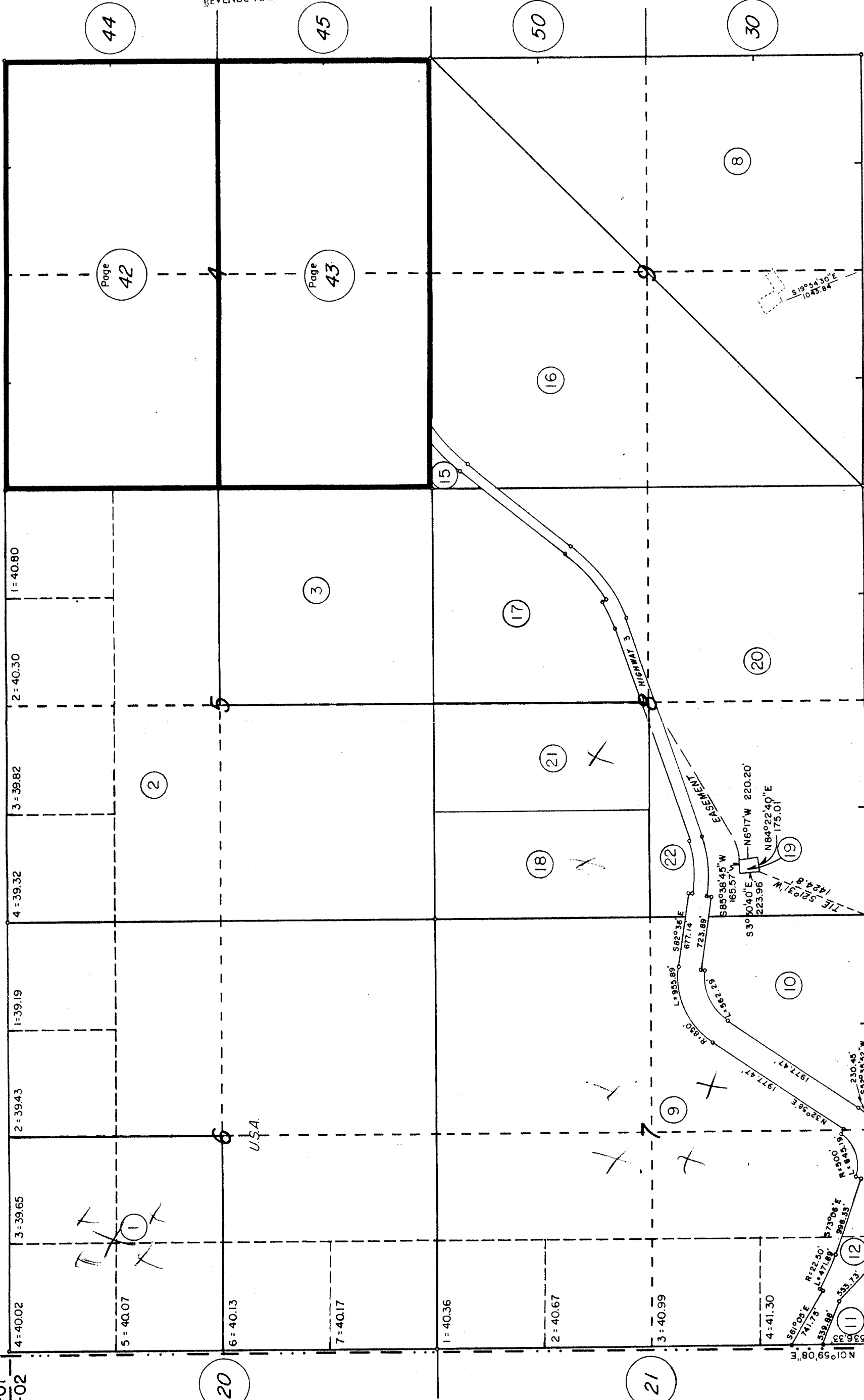
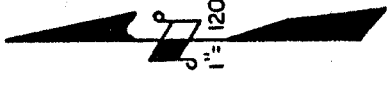
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NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

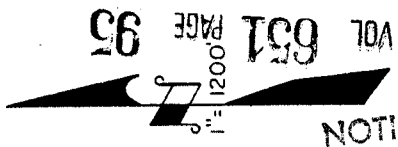


Assessor's Map
County of Siskiyou, California

Tax Area Code
69-02
69-05

T 43 N R 8 W VOL 651 PAGE 94

23-20



VOL 651 PAGE 95

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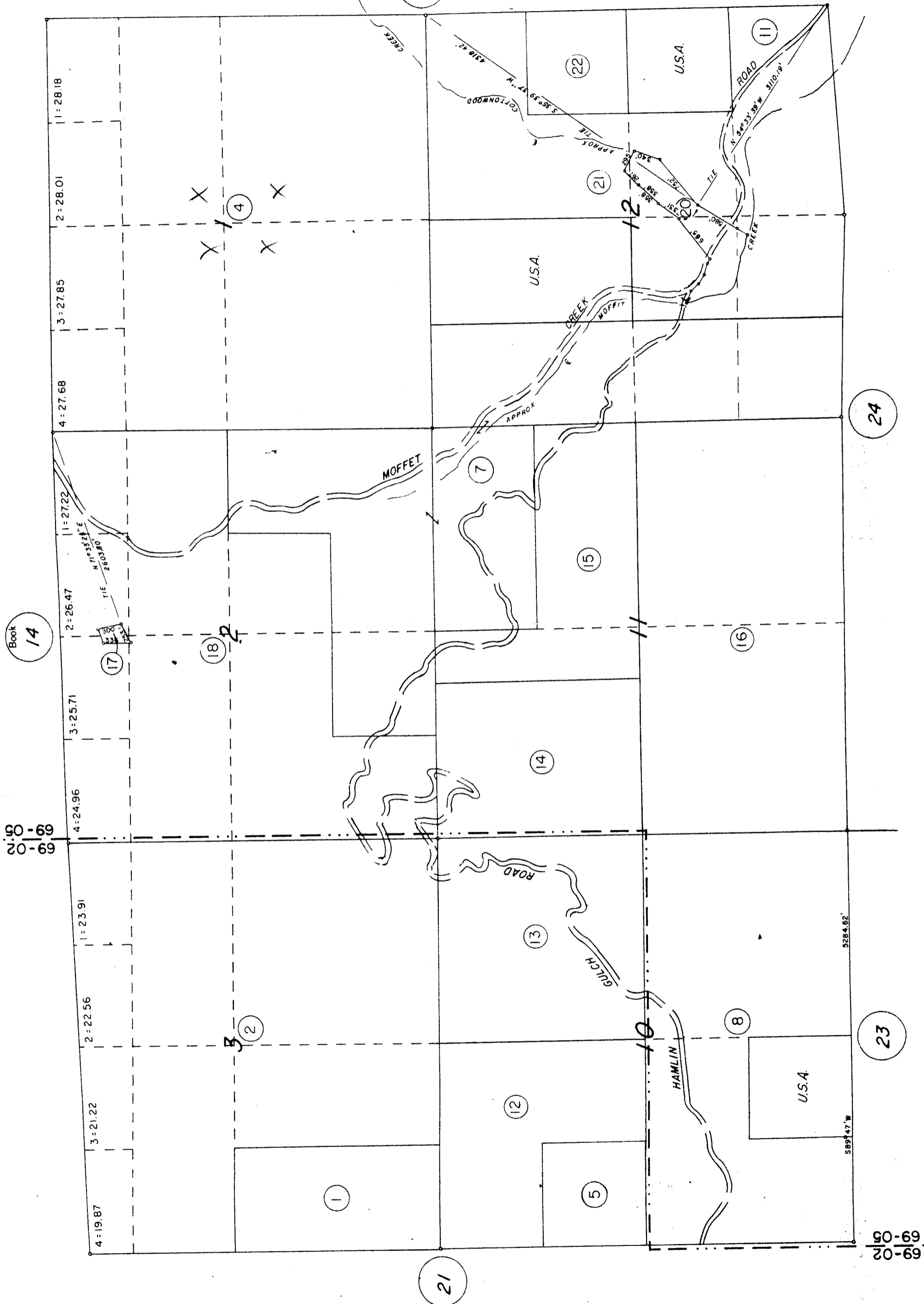


Exhibit D-1

OK

TELEPHONE
842-3581

FRED W. BURTON
ATTORNEY AT LAW
OFFICES 300 NORTH MAIN STREET
P. O. BOX 186
YREKA, CALIFORNIA 96097

December 16, 1971

County Clerk
Siskiyou County Court House
Yreka, California

Re: Agricultural Preserve Contracts

Dear Madam Clerk:

I hand you herewith four applications for Agricultural Preserve Contracts. These all apply to lands operated at Forest House Ranch. The largest ownership consists of 7,134.92 acres owned by the partnership. The undersigned also applies for 400 acres owned by himself as an individual, used in conjunction with the ranch.

Fred W. Burton and Patricia Davidson also apply for 320 acres owned by them as tenants in common. This is land used as a part of Forest House Ranch.

Finally, Barbara Richardson, Lynda See and Timothy Burton apply for 80 acres that they co-own, which is used as a part of the same ranch.

Your consideration is appreciated.

Very truly yours,



FRED W. BURTON

FWB:hlh

Enc.

VOL 651 PAGE 96

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

9th day February 1972

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

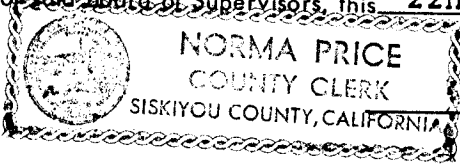
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

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

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

52

MEMBERS:

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

. Fred W. Burton, et al
. Forest House Ranch
. P.O. Box 186
Yreka, California

Dear

Mr. Burton:

Your Land Conservation Contract entered into
with the County of Siskiyou effective February 9,
1972, was recorded February 25, 1972, Vol. 651,
Page 62, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy

This 14th day of February, 1972

MICHAEL T. HENNESSY
County Counsel

Frank De Marco
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

FILED
JAN 11 2 39 PM '72
NOTARIAL CLERK
James De Marco
DEPUTY

10201

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: GUARDIA WILLIAM & MARY
(include trust deed or other encumbrance holders Use separate sheet if necessary) D.V.A

APPLICANT'S NAME (if other than above): GUARDIA WILLIAM

APPLICANT'S ADDRESS: PO Box 155 MONTAGUE CALIF.

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>RANCHING</u>	<u>4-15-9</u>	<u>320</u>
	<u>4-17-1</u>	<u>600</u>
	<u>4-18-6</u>	<u>640</u>
	<u>5-15-5</u>	<u>245</u>
	<u>5-15-7</u>	<u>440</u>

Total acreage 2245

RECORDED AT REQUEST OF
Siskiyou County Clerk

5:05 PM PART 8 A M
OFFICIAL RECORDS SISKIYOU COUNTY CALIF.

FEB 25 1972

Vol 652 Pg. 20

None 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: William Guardia
Mary Guardia Guardia

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

Section 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or readoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 55000 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:

GUARDIA, WILLIAM & MARY
P.O. Box 185
DIONTAQUE, CAL

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

William Guardia
Mary Sylvia Guardia

OWNER

ATTEST:

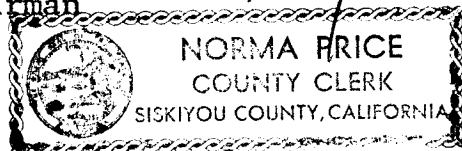
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



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

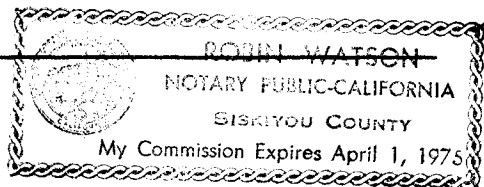
Robin Watson
Notary Public

My Commission Expires: _____

00000

STATE OF CALIFORNIA)
COUNTY OF Siskiyou)

ss.



On this 10th day of January, 1972,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared William Guardia & Mary Sylvia Guardia
known to me to be the persons whose
name s subscribed to the within instrument, and
acknowledged to me that they executed the same.

Helen Walter
Notary Public

My Commission expires: _____

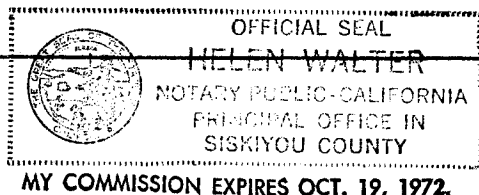


EXHIBIT "A"

List Assessor's Parcel Numbers below

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4 - 17 - 1

4 - 18 - 6

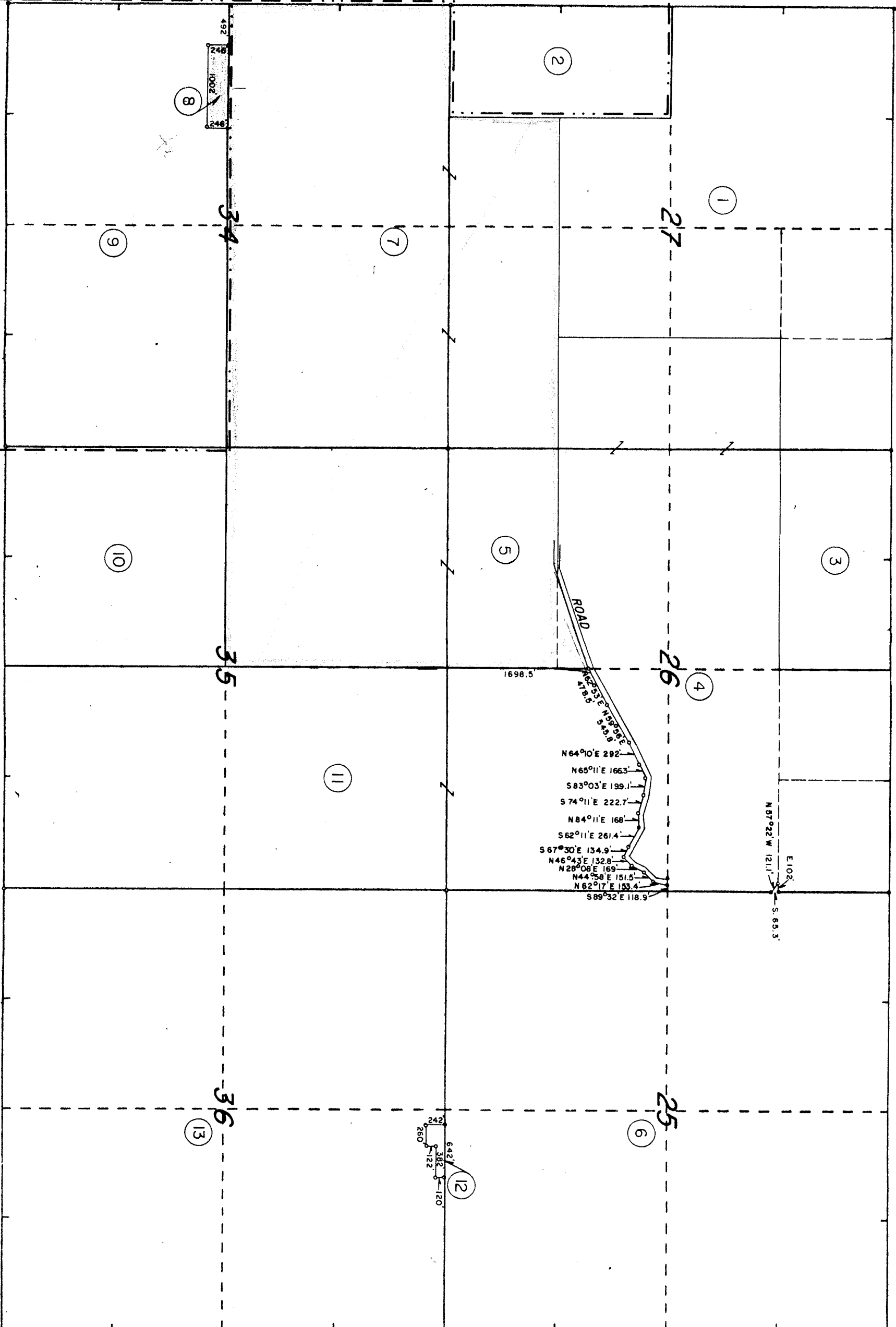
5 - 15 - 5

5 - 15 - 7

T 46 N R 5 W

Tax Area Code
95-03
121-01

5-15



95-03
95-02
16

121-01
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95-02
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121-01

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Book
12

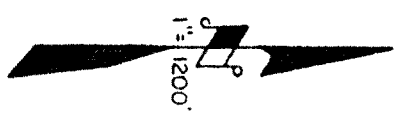
Assessor's Map
County of Siskiyou, California

VOL 652 PAGE 37

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REVENUE AND TAXATION CODE, SECTION 327.

Book
4

Exhibit D-2



T 46 N R 4 W

16

Tax Area Code
121-01

121-01
58-00

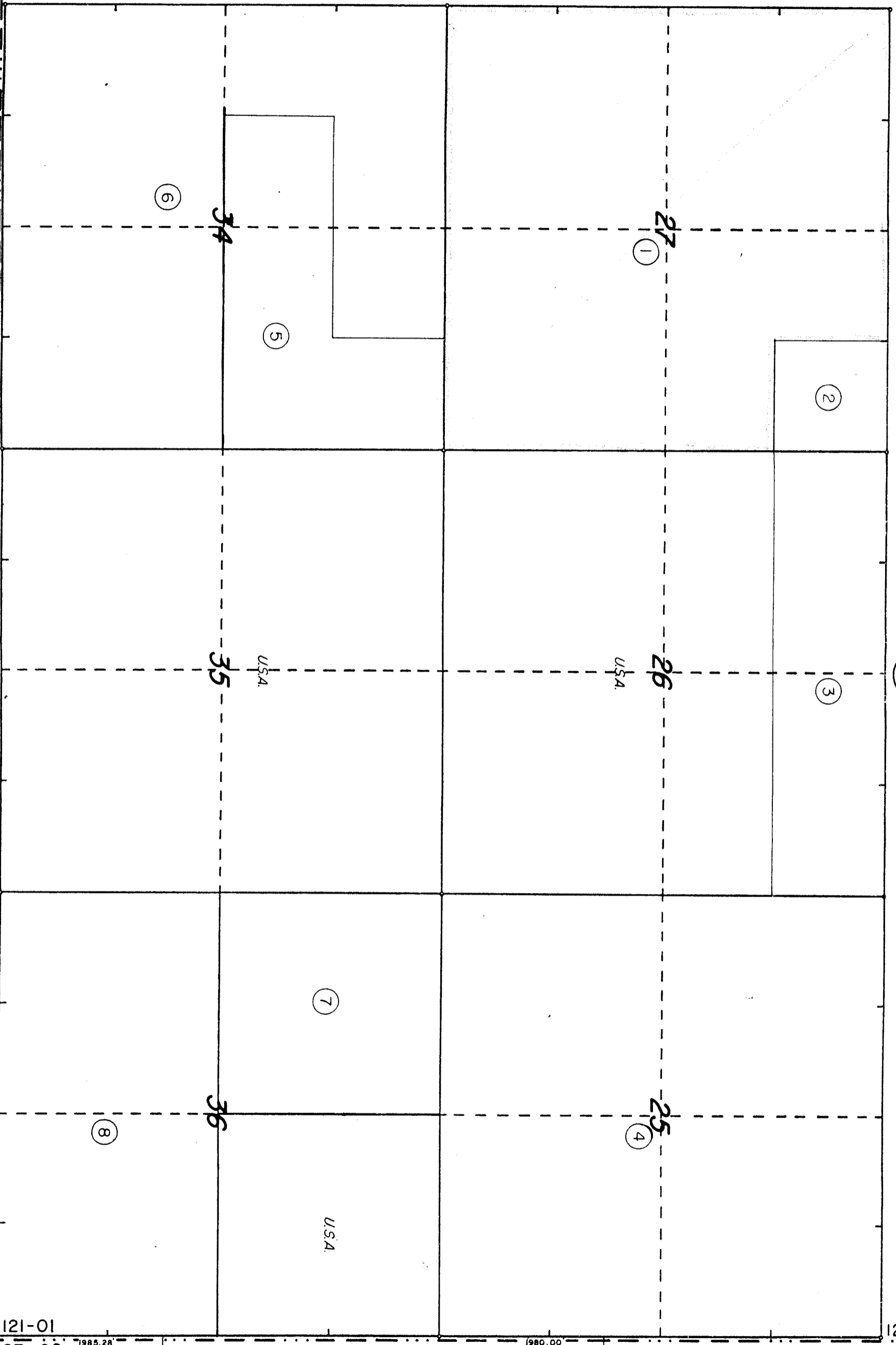
4-17



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Exhibit D-2



121-01
87-02

Vol 652 PAGE 32

Book 715

Assessor's Map
County of Siskiyou, California

R4W 121-01
R3W 87-02

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T 46 N R 4 W

Tax Area Code
121-01

4 - 15

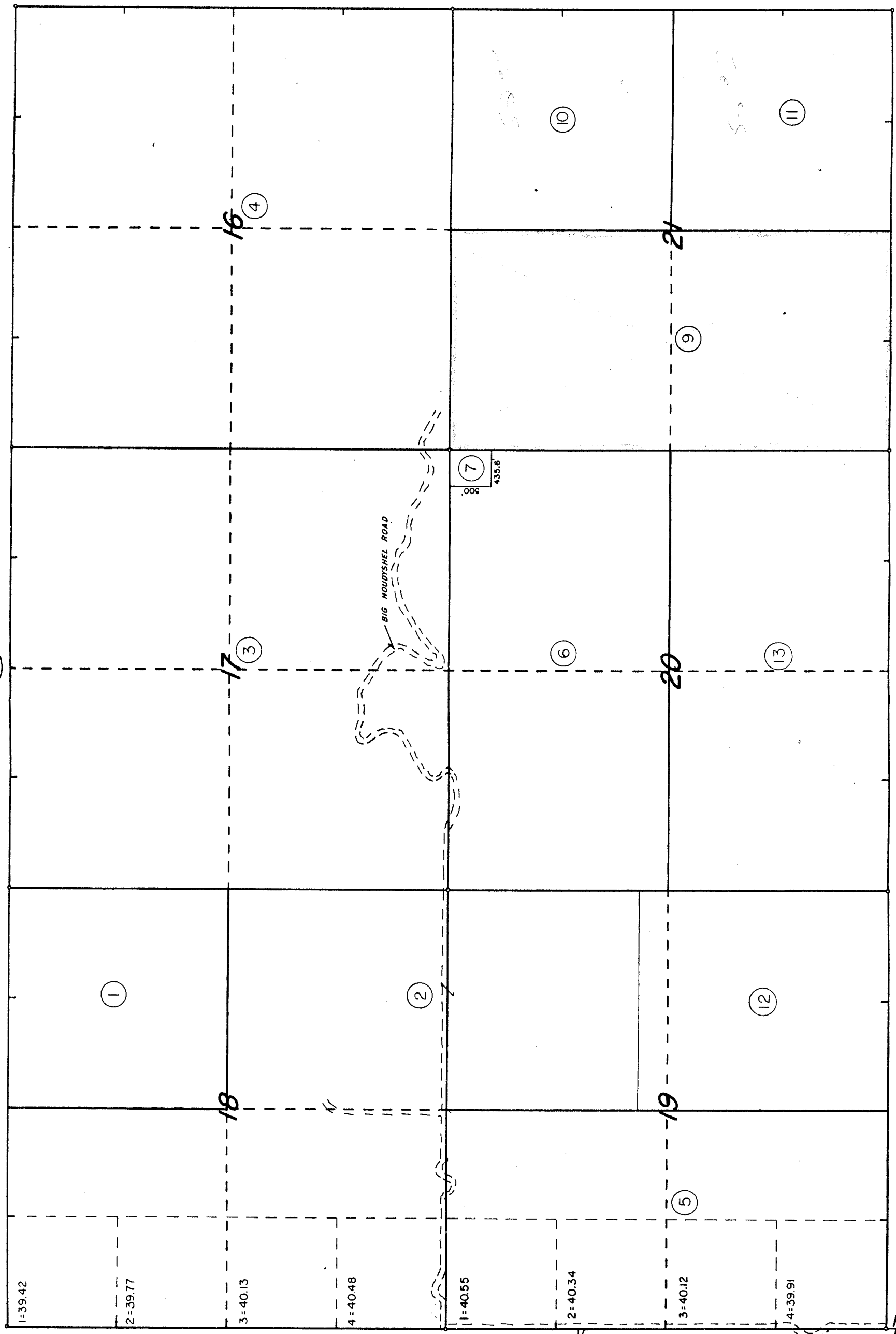


Exhibit D-2

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Assessor's Map
County of Siskiyou, California Vol 652 PAGE 3

Vol 652 PAGE 30

18

R 4 W
R 5 W

DEPARTMENT OF VETERANS AFFAIRS

DIVISION OF FARM AND HOME PURCHASES



January 12, 1972

Mr. William J. Guardia
P. O. Box 185
Montague, CA 96064

Direct
reply to:

DEPARTMENT OF VETERANS AFFAIRS
2135 AKARD AVENUE,
P. O. BOX 456
REDDING, CALIFORNIA 96001

Enclosed is the California Land Conservation Contract executed by our Sacramento office. Since the contract itself has been signed by the Department it is not necessary that the Consent of Lienholder forms be signed.

Your annual installment has been adjusted to \$4,450. The payment due January 1, 1973 will be for this amount.

CASSIUS C. JOHNSON
District Manager

Richard W. Reynolds

Richard W. Reynolds
Senior Property Agent

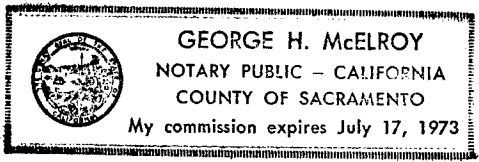
Enc.
bh

HIRE A VETERAN - HIRE EXPERIENCE

VOL 652 PAGE 38

STATE OF CALIFORNIA }
County of Sacramento } ss.

On January 10, 19 72 before me the undersigned, a Notary Public in and for said County and State, personally appeared Geo. A. Lawrence, known to me to be an authorized officer who executed the within instrument on behalf of the Department of Veterans Affairs of the State of California therein named, and acknowledged that such department executed the same.



WITNESS my hand and official seal.
George H. McElroy
Notary Public in and for said County and State

T-77e Acknowledgement - Authorized Officer

Notice to the Owner shall be addressed as follows:

GUARDIA, WILLIAM & MARY
PO Box 185
MONTAGUE, CALIF.

IN WITNESS WHEREOF the Owner and the County

have executed this Contract on the day first above written.

DEPARTMENT OF VETERANS AFFAIRS
OF THE STATE OF CALIFORNIA

By [Signature]
Authorized Officer

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Clerk [Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

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

Notary Public

My Commission Expires: _____

oo0oo

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me, _____ a Notary Public, in and for said _____ County, personally appeared _____ known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public

My Commission expires: _____

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

9th day February 1972

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

ABSENT: Supervisors Earl F. Ager and George Wacker

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

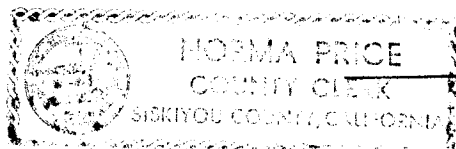
AYES: Supervisors Mattos, Belcastro and Hayden NOES: None
ABSENT: Supervisors Agee and Wacker

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

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

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

cc: File
Recorder



NORMA PRICE
COUNTY CLERK

NORMA PRICE

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

By Joanne Kendrick
Deputy Clerk

VOL 652 PAGE 41
Exhibit B-2

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

MEMBERS:

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

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17 , 1972

Mr. William Guardia
P.O. Box 185
Montague, California

Dear Mr. Guardia:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 652, Page 20, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

BY Joanne Kendrick
Deputy

FEB 25 1972

Vol. 652 Pg. 192
RECORDER FEB 25 1972

No Chg.

FORM APPROVED #117

This 16 day of Feb 1972

MICHAEL T. HENNESSY
County Recorder

FILED

DEC 15 3 42 PM '71 10211

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

BY Joanne Kendrick
DEPUTY

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

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

APPLICANT'S ADDRESS: Rte 1 Box 602 Montague

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: E. C. Kuck MAILING ADDRESS: _____
Rte 1 Box 602 Montague

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>Cattle ranch</u>	<u>4-150-100</u>	<u>160</u>
<u>4-300-010, 4-140-070, 4-150-040</u>		<u>1440</u>
<u>4-160-010, 4-160-020, 4-160-030</u>		<u>960</u>
<u>4-160-040, 4-170-020, 4-170-030</u>		<u>560</u>
Total acreage		<u>3120</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: Etta C. Kuck

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

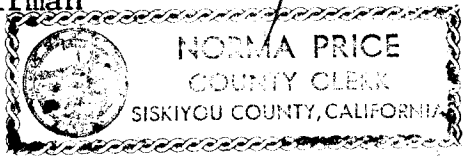
IN WITNESS WHEREOF the Owner and the County
have executed this Contract on the day first above written.

Etta O. Kuck
OWNER

ATTEST: COUNTY OF SISKIYOU, Board of Supervisors

Norma Price Clerk
Ernest A. Hadden Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss. 

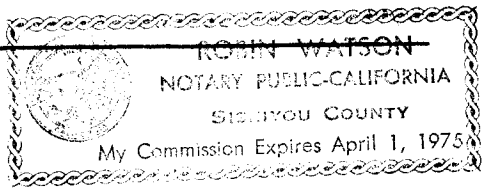
On this 23rd day of February, 1972, before me, Robin Watson a Notary Public, in and for said Siskiyou County, personally appeared Ernest A. Hadden known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that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

Robin Watson
Notary Public

My Commission Expires: _____

oo0oo

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss. 

On this 16TH day of DECEMBER, 1971, before me, HARRY W. MEEK, a Notary Public, in and for said SISKIYOU County, personally appeared ETTA O. KUCK known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that SHE executed the same.

Harry W. Meek
HARRY W. MEEK
Notary Public

My Commission expires: OCTOBER 29TH, 1973

OFFICIAL SEAL
HARRY W. MEEK
NOTARY PUBLIC-CALIFORNIA
SISKIYOU COUNTY
My Commission Expires Oct. 29, 1973

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

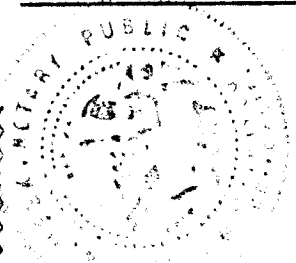


EXHIBIT "A"

List Assessor's Parcel Numbers below

4-150-100

4-300-010

4-140-070

4-150-040

4-160-010

4-160-020

4-160-030

4-160-040

4-170-020

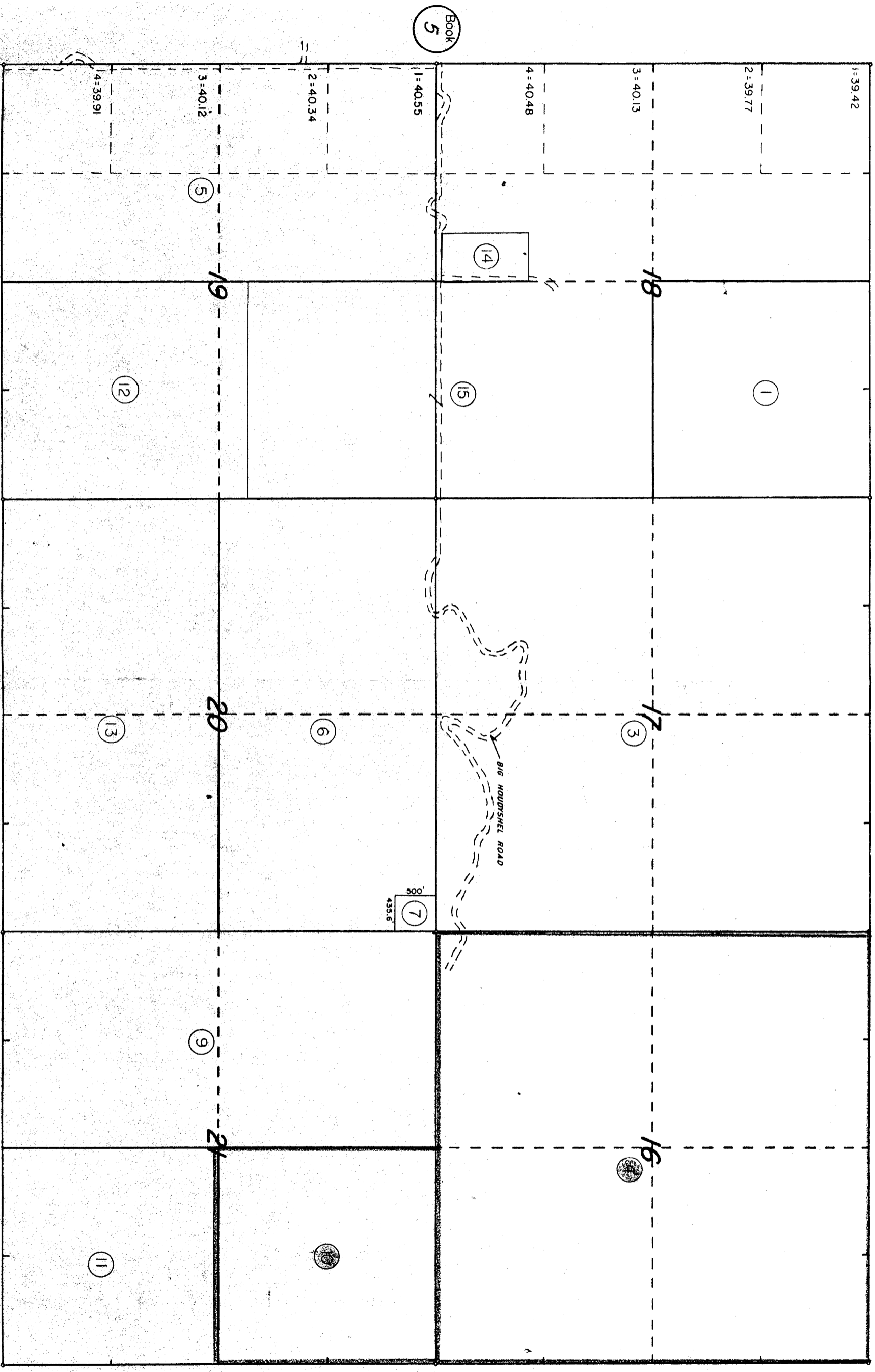
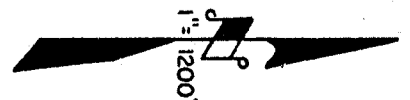
4-170-030

T 46 N R 4 W

14

Tax Area Code
121-01

4-15



16

Exhibit D-3

Vol 652 Page 204

18

Assessor's Map Vol 652 Page 205
County of Siskiyou, California

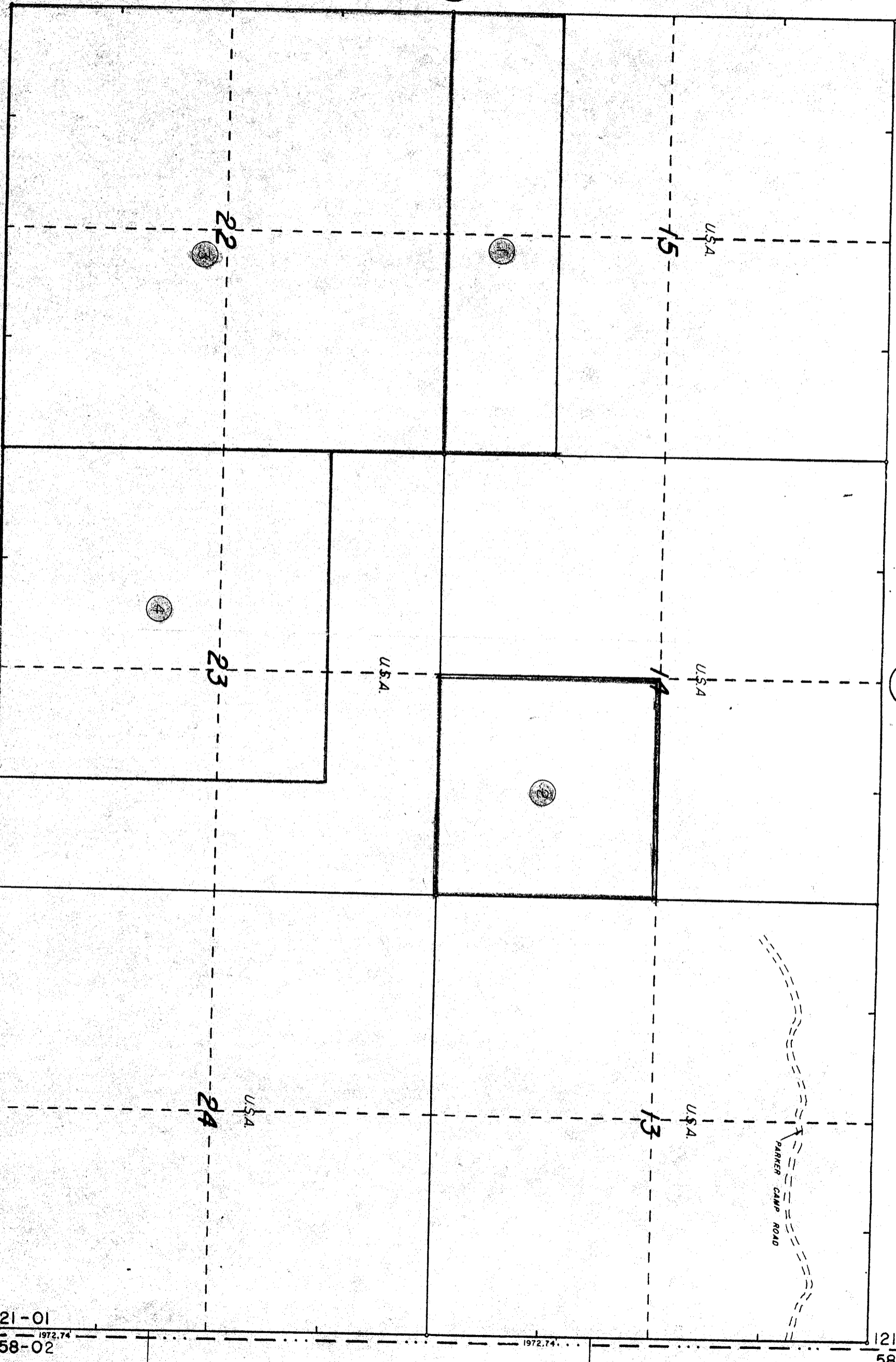
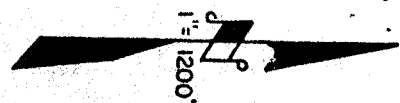
T 46 N R 4 W

13

Tax Area Code
121-01

121-01
58-02

4-16



33

Exhibit D-3

MAP 552 PAGE 206

17

Assessor's Map
County of Siskiyou, California
MAP 552 PAGE 207

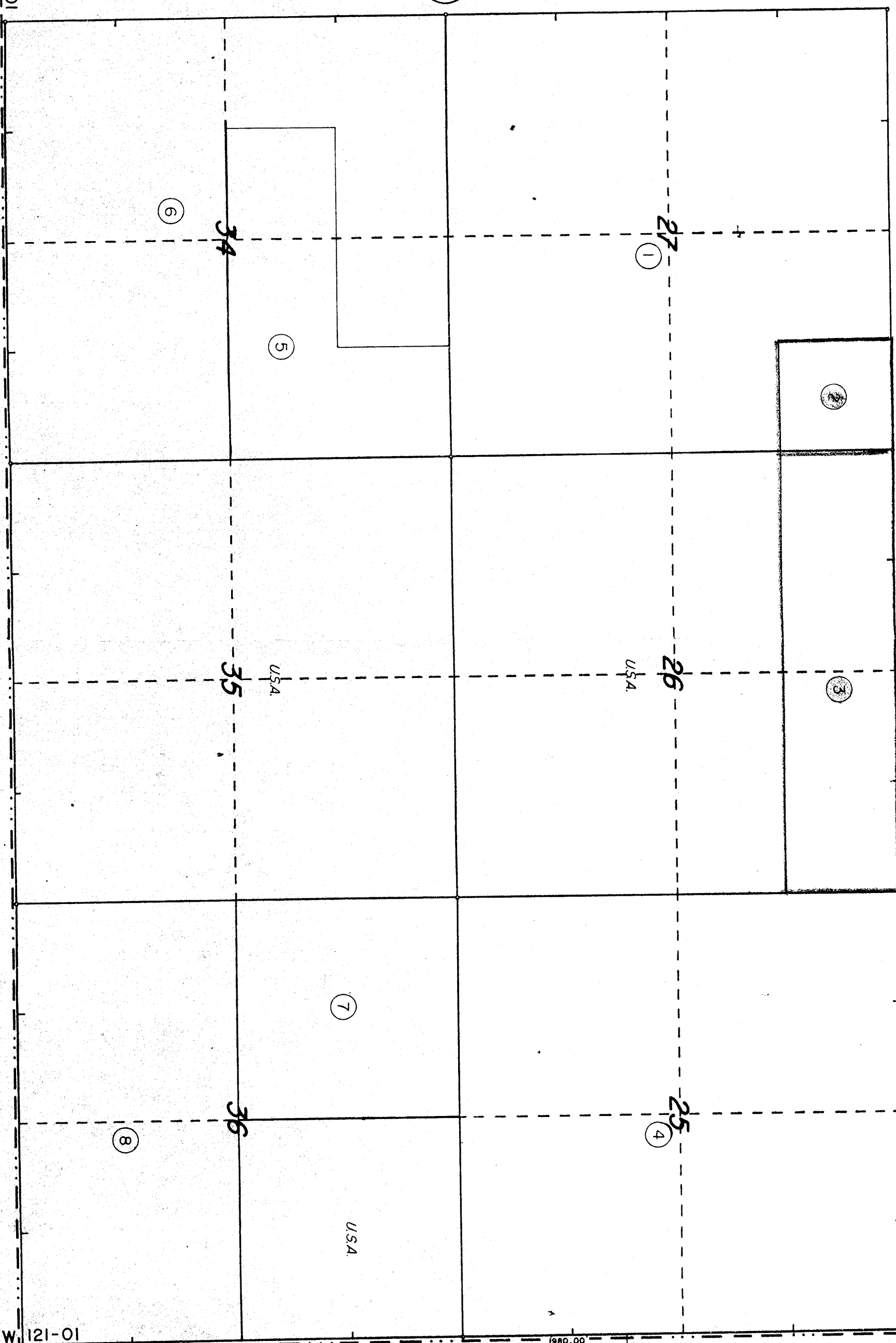
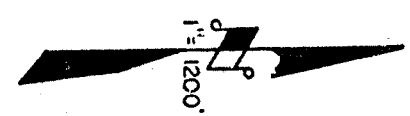
T 46 N R 4 W

16

Tax Area Code
121-01

121-01
58-02

4-17



18

34

Exhibit D-3

121-01
87-02

652 PAGE 208

Book 11

Assessor's Map
County of Siskiyou, California
652 PAGE 209

R 4 W 121-01
R 3 W 87-02

1985.28

1980.00

58-02
87-02

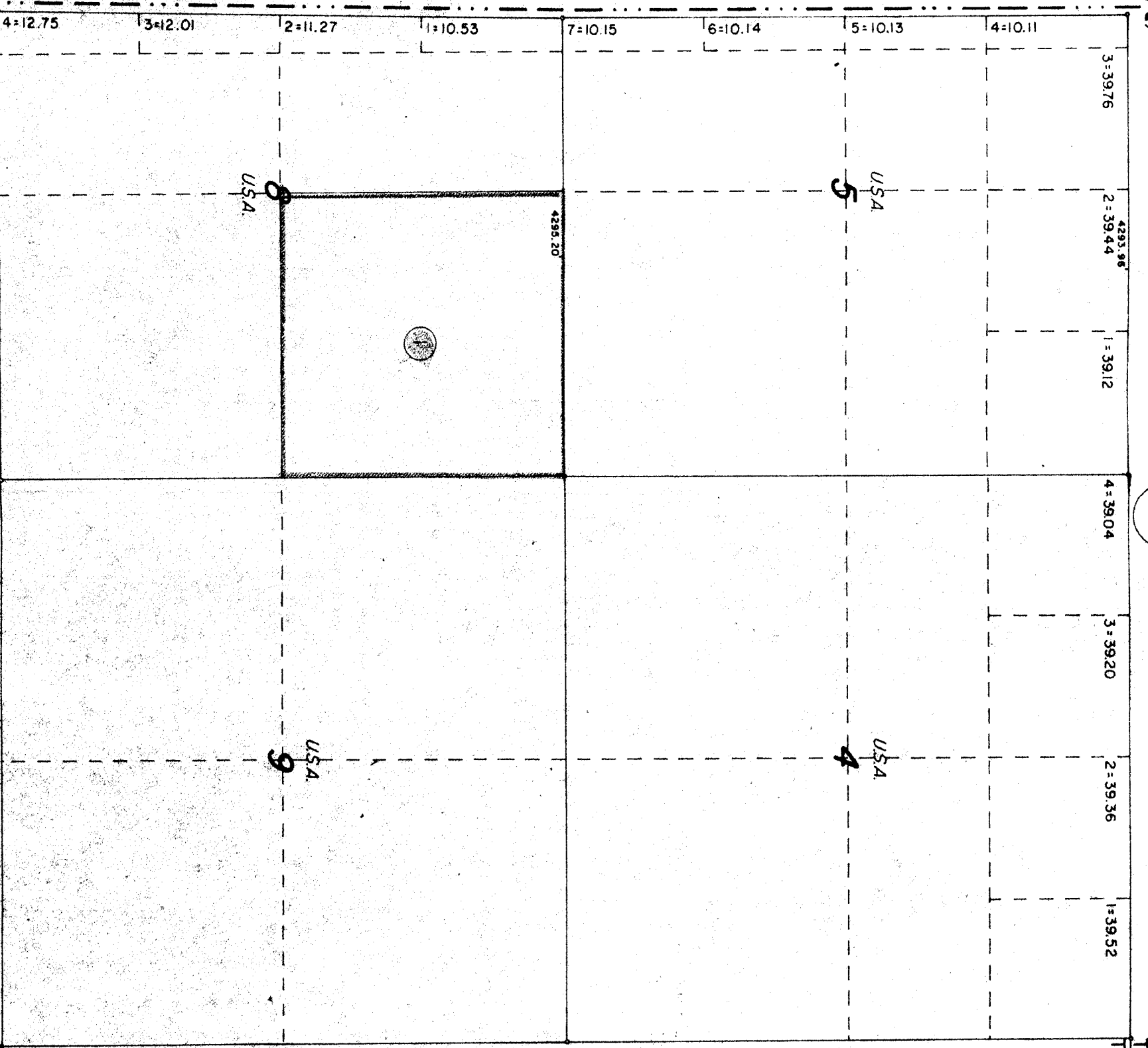
T 46 N R 3 W

52-00
58-02

Tax Area Code
58-02

4-30

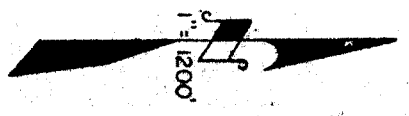
52-00
121-01



29

31

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 328.



Vol 652 Page 210

33

Vol 652 Page 211

21-01
R4W
R3W
18-02

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

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

STATE OF CALIFORNIA)
 COUNTY OF SISKIYOU) ss

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

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

cc: File
Recorder



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

By Joanne Kunduck
Deputy Clerk

MEMBERS:

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE
PHONE: 842-3531

April 17, 1972

Etta O. Kuck
Route 1, Box 602
Montague, California

Dear Ms. Kuck:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 652, Page 192, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy