

Staff Report

Submission Date: October 31, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate 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.** Contracts 97001 & 20003B- Humanity for Horses
 1. Contract 97001
 2. Contract 20003B
 B. Contract 12003 - Harris
 1. Contract 12003
 2. Harris Email
 C. Contract 72025 - The Claes Heritage Land Trust & Bennett
 1. Contract 72025
 2. Claes Heritage Land Trust - 2023 Survey Response
 3. Bennett Email

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be only a portion of an existing contract, they must submit an application to the county requesting their property be rescinded from the existing contract and a new contract be issued, consisting solely of their property.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 be recommending 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.

Staff has corresponded with each owner individually regarding the recommendation to issue a notice of non-renewal for their property.

97001 (portion) & 20003B– Humanity for Horses

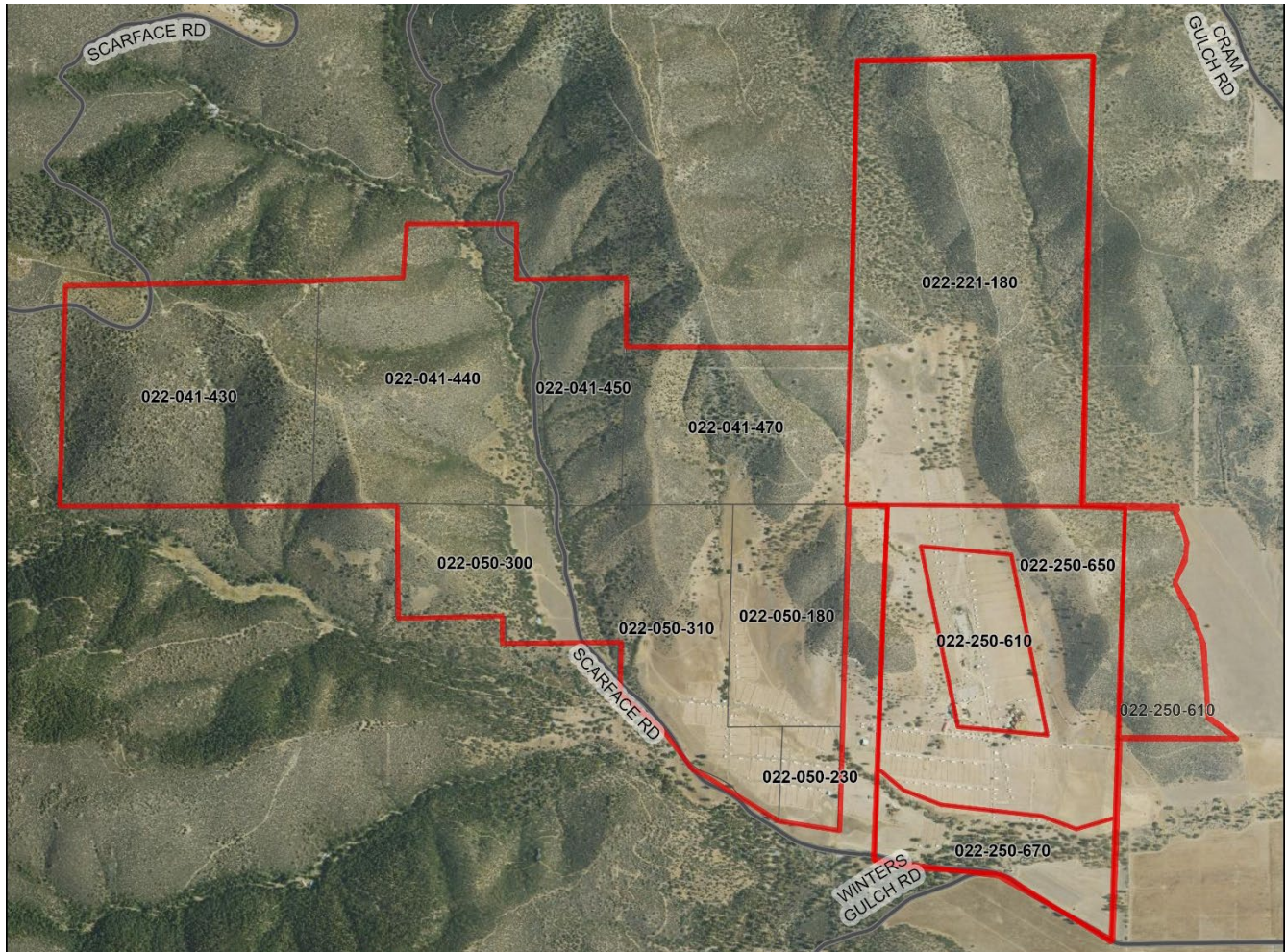


Figure 1 – 97001 portion and & 20003B – Humanity for Horses property

Subject Property -

1459.11 acres located on Scarface Road, west of the community of Gazelle on APNs 022-041-430, 022-041-440, 022-041-450, 022-041-470, 022-050-180, 022-050-180, 022-050-230, 022-050-300, 022-050-310, 022-221-180, 022-250-610, 022-250-650, 022-250-370 & 022-250-730 (Figure 1).

Contract and Preserve History -

97001

- Williamson Act Contract – Contract No. 97001, noted as Clerk’s Contract 494, as recorded on December 18, 1996, in the Siskiyou County Records as Document No. 1996-15535 (Exhibit A-1).
 - Consists of 900 acres with two separate property owners (Humanity for Horses & Kvalvik).
 - A Notice of Non-Renewal has been issued to Kvalvik consisting of approximately 99 acres.
 - Commercial Agricultural Use specified in Contract – Pasture
- Agricultural Preserve – Established by Board Resolution 96-375.

20003B

- Williamson Act Contract – Contract No. 20003B, noted as Clerk’s Contract “Humanity for Horses”, as recorded on July 15, 2021, in the Siskiyou County Records as Document No. 2021-7560 (Exhibit A-2).
 - Consists of 658.11 acres with a single property owner (Humanity for Horses).
 - Commercial Agricultural Use specified in Contract – Rangeland
- Agricultural Preserve – Established by Board Resolution 20-179.

Compliance Issues-

- No Commercial Agricultural Use is occurring on the property.
- Contract 97001 has multiple property owners
- Contract 20003B includes only portions of legal parcels
 - APNs 022-250-650 & 022-250-730 are 232.91 acres of a 309.13-acre legal parcel of which 76.22 acres are not included in the contract
 - APN 022-250-670 is 54.04 acres of a 64.39-acre legal parcel of which 10.35 acres is not included in the contract.
- 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 August 4, 2023, for a Williamson Act Contract amendment, however, did not complete the application process and has since received a refund for their application fees.
 - During the review process it was found that no commercial agricultural uses were occurring, and the property did not qualify for a contract.

Method of Correspondence

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

12003 (portion) – Harris



Figure 2 – 12003 – Harris Property

Subject Property -

240 acres located north and east of Interstate 5 on Bowen Centers Road, south and east of the city of Yreka on APN 038-080-020 (Figure 2).

Contract and Preserve History -

- Williamson Act Contract – Contract No. 12003, noted as Clerk’s Contract 541. Originally recorded on January 21, 1977, in the Siskiyou County Records in Volume 772 at Page 159 then later amended by Document No. 2012-0012382 (Exhibit B-1).
 - Consists of 3149 acres with two separate property owners (Harris and Burton)
 - Commercial Agricultural Use specified in Contract – Ranch.
- Agricultural Preserve – Established by Board Resolution 303 Book 7.

Compliance Issues-

- On May 14, 2024, 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 submitted a comment stating that they are not opposed to a non-renewal of their property from the existing Williamson Act Contract (See Exhibit B-2).

Method of Correspondence

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

72025 (portion) – The Claes Heritage Land Trust



Figure 3 – 72025 – The Claes Heritage Land Trust Property

Subject Property -

640 acres located on Guys Gulch Road, south of the city of Yreka on APN 014-340-060 (Figure 3).

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 (Exhibit C-1).
 - Consists of 4555.91 acres with eleven separate property owners (Holm, Siskiyou Land Trust, Bennett, Chandler, Claes Heritage Trust, 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 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 corresponded with Planning Staff and County Counsel regarding their questions of local rules and requirements for Williamson Act Contracts.
 - February 25, 2023 - A 60-day extension to apply for a separate contract was granted by the Planning Department.
 - October 17, 2023 – At a Public Hearing regarding staff recommendation to issue a Notice of Non-Renewal, Mr. James Hawkinson, Trustee, requested and was granted a one-year extension to apply for a separate contract.
 - September 17, 2024 - A courtesy reminder of the October 17, 2024 deadline to apply for a separate contract.
 - No application for a separate contract has been received by the Planning Division.
- 2023 Survey was returned noting the Growing of Timber as the use occurring on the property with the compatible use of Timber Harvest (Exhibit C-2).
 - This indicates a significant change in use from Ranching to the Growing and Harvesting of Timber, which should be addressed in a Williamson Act Contract Amendment.

Method of Correspondence

- USPS standard mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the trustee, James Hawkinson.

It should be noted that the property is still under the same ownership as when staff initially sent notification regarding the compliance issue of the multi-owner contract however a Deed Correction was Recorded on December 22, 2023, removing James Edward Hawkinson, Trustee from the Grantee, leaving only The Claes Heritage Land Trust.

Staff continues to send correspondence to both The Claes Heritage Land Trust and Mr. James Hawkinson in an effort to ensure all parties receive necessary information.

72025 (portion) – Bennett



Figure 4 – 72025 – Bennett Property

Subject Property -

640 acres located on Mill Creek Road, south and west of the city of Yreka on APNs 014-200-040 & 014-200-050 (Figure 4).

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 (Exhibit C-1).
 - Consists of 4555.91 acres with eleven separate property owners (Holm, Siskiyou Land Trust, Bennett, Chandler, Claes Heritage Trust, 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 in Book 4.

Compliance Issues-

- In 2023 the property owner returned their survey noting the use of the property as Timberland.
 - Staff responded with a letter notifying the property owner that this was a significant change in use from the approved use of Ranching and a contract amendment was necessary. Additionally, this property is only a portion of the existing contract, and this issue too must be resolved by the contract amendment.
 - August 29, 2023 – an incomplete application for a Williamson Act Contract Amendment was received.
 - September 20, 2023 & November 1, 2023 – A letter listing application deficiencies were mailed to the owner.
 - December 19, 2023 – The owner submitted necessary documents to process his application, and an Application Complete letter was issued.
 - During the review process, it was found that the only agricultural use occurring on the property was growing timber for harvest. Staff reached out to the owner and discussed if Timber Production Zoning might be more appropriate.
 - October 9, 2024 – An application for a rezone from AG-2 and R-R to TPZ was received.
 - Government Code Section 51282.5 provides that land which has been zoned as Timberland Production may be petitioned the Board for cancellation and no cancellation fees shall apply.
 - The Cancellation process outlined under Government Code Section 51282 requires that a Notice of Non-renewal be issued in order for the Board to make the required findings to approve a request for cancellation.
 - The property owner submitted a comment stating that they are not opposed to a non-renewal of their property from the existing Williamson Act Contract (See Exhibit C-3).

Method of Correspondence

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

Analysis

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

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

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

Agricultural Preserve Administrator Recommendation

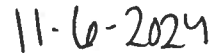
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the properties within this staff report are not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act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

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on October 31, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



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Siskiyou County Recorder

Craig S. Kay, Assessor-Recorder

DOC - 2021-0007560

Requested By: Mt. Shasta Title and Escrow

July 15, 2021 08:57 AM

Total Paid: No Fee

Receipt No.: 2021355018

mgrossman/ASR-126/1-22

Recording Requested By:

Siskiyou County Board of Supervisors

When Recorded Return To:

Siskiyou County Clerk

510 North Main Street

Yreka, CA 96097

Land Conservation Contract No. APA2001

(Humanity for Horses)

Preamble to Land Conservation Contract

Document is recorded concurrently "in connection with" a transfer in which the \$225 fee cap has already been reached. GC 27388.1 (a)(1)

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 No. 404, Book 2, adopted on January 28, 1969; and

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

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

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

Recorded at the request of the
Siskiyou County Planning Department

APA-01-06

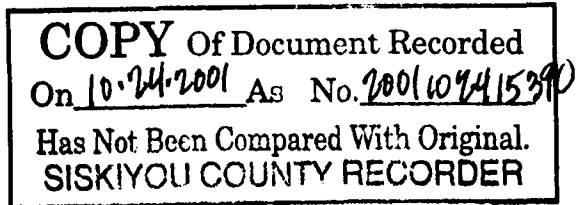
Assessor's Parcel Numbers:
022-150-180, 022-150-230,
022-150-300, 02-150-310
022-150-320

For:

James A. Cain
7516 Scarface Road
Gazelle, CA 96034

When recorded return to:

Siskiyou County Board of Supervisors



AGRICULTURAL PRESERVE CONTRACT AMENDMENT

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



Bill Hoy, Chair, Siskiyou County Board of Supervisors

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

October 16, 2001

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

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Erickson/Smith

AYES: Hoy, Erickson,
Overman and Smith

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

22nd day of October, 20 01

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

By: Laura Bynum
Deputy Clerk

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

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

October 16, 2001

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

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Erickson/Smith

AYES: Hoy, Erickson,
Overman and Smith

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

_____ day of _____, 20 _____

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

By: _____
Deputy Clerk

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

SISKIYOU COUNTY BOARD OF SUPERVISORS
P.O. BOX 338, 311 FOURTH STREET
YREKA, CA 96097
TELEPHONE: 842-8081

AGENDA WORKSHEET

Consent



Regular



MEETING DATE: 10/16/01

TIME NEEDED: 5 MIN

56

Contact Person/Department: Richard D. Barnum, Director, Planning Department
Address: P.O. BOX 1085 Yreka, CA 96097
Telephone: (530) 842-8202

For Clerk's Use Only

Person Appearing & Title: Richard Barnum, Director

SUBJECT/SUMMARY OF ISSUE: AMENDMENT TO AGRICULTURAL PRESERVE FOR JAMES A. CAIN (APA-01-06).

The applicants request approval to amend Agricultural Contract No.494 for the purpose of modifying contract boundaries, adding 10.0 acres and filing a Notice of Non-Renewal on 10.0 acres, as per BLA-01-37. The total area retained within Agricultural Contract No. 494 (900.0 acres) exceeds the minimum requirements as set forth by the Williamson Act. The amended contract will consist of Class III,VI, and VII equivalent soils and is vegetated with crested wheat grass for dryland farming. This application complies with the provisions of the Williamson Act.

FINANCIAL IMPACT YES ☐ NO ☒

If yes, describe impact, indicate funding source and amount budgeted.

None

RECOMMENDED MOTION: Finding that this project is Categorically Exempt pursuant to CEQA Section 15317 for a Williamson Act Contract, I move that the Board of Supervisors amend the following Agricultural Preserve, with the Chairman authorized to sign the Agricultural Preserve Contract Amendment for James A. Cain (APA-01-06); APN: 022-041-430, 022-041-440, 022-041-450, 022-041-470, 022-050-180, 022-050-230, 022-050-300, 022-050-310.

REVIEWED AS RECOMMENDED BY POLICY

(See Reverse)

County Counsel

JGD (Rev) 10-1-01

Personnel

Auditor

County Administrator

County Administrator

CLERK'S INSTRUCTIONS

Certified Minute Order(s) _____ How Many _____

Other _____

NOTE: TO ENSURE PLACEMENT ON THE AGENDA, THE ORIGINAL AGENDA WORKSHEET ALONG WITH 12 STAPLED, 3-HOLE PUNCHED COPIES MUST BE SUBMITTED DIRECTLY TO THE BOARD CLERK BY 3:00 P.M. ON THE WEDNESDAY BEFORE THE BOARD MEETING.

AGREEMENTS, CONTRACTS, ORDINANCES AND CLOSED SESSION ITEMS must be reviewed by COUNTY COUNSEL prior to submission to the Board Clerk.

ACCOUNTING/FINANCE related items must be reviewed by the AUDITOR prior to submission to the Board Clerk.

PERSONNEL RELATED ITEMS must be reviewed by the Personnel Manager prior to submission to the Board Clerk.

ALL AGENDA ITEMS MUST be reviewed by the County Administrator after being reviewed as recommended by policy and prior to submission to the Board Clerk.

**STAFF REPORT
FOR
BOARD APPROVAL**

TO: Richard D. Barnum, Planning Director
FROM: Ruth E. LaTourelle, Assistant Planner
DATE: September 25, 2001
SUBJECT: James A. Cain Agricultural Contract Amendment (APA-01-06)

I. APPLICATION:

- a. Project Representative: James A. Cain
- b. Property Owners: James A. Cain
- c. Location of Properties: The subject property is located at 7516 Scarface Road; T43N, R07W, Section 25: Parcel 1 (APN: 022-041-430) and Parcel 2 (APNS: 022-050-300 and 022-041-440), Parcel 3 (APNS: 022-050-180, -230, -310, 022-041-450, -470) and Parcel 4 (APN: 022-050 -320).

U.S. GEOLOGICAL SURVEY QUAD: Gazelle
- d. Area of Agricultural Contract No. 494

Original Acreage	Adjustment Acreage	Final Acreage
900.0 acres	± 10.0 acres	900.0 acres

This amendment would modify the boundaries of the contract, and will not increase or decrease acreage volume.
- e. Existing Zoning: AG-1 (Prime Agricultural), AG-2-B-40 (Non-Prime Agricultural, 40 acre minimum)
- 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. Project Description: The applicant requests an amendment to add 10 acres to the existing Agricultural Preserve Contract No. 494 and file a Notice of Non-Renewal of Agricultural Preserve Contract on a 10-acre parcel.
- i. Environmental Setting: The project site is relatively flat, with small areas that contain slopes on the northeast and southeast corners respectively. The site occurs at the intersection of Long Gulch, Swede Gulch and Stonier Gulch Roads. Vegetation consists of pasture planted with crested wheat for dryland farming, oak woodlands and a few conifers. Soils in the area include Stoner gravelly loam, 0-2 percent slope (Class III irrigated/non-irrigated) and Duzel-Jilson-Facey Complex, 15 to 50 percent slopes (Class VIe, non-irrigated).
- j. Access is provided by Scarface Road (County Road No. 5G005).

II. ENVIRONMENTAL AND PROJECT ANALYSIS:

The applicant requests approval to amend Agricultural Contract No. 494 for the purpose of exchanging 10.0 acre parcels, as per BLA-01-37. The adjustment to the boundary line was required to resolve the encroachment of the single family dwelling on an adjacent parcel under different ownership. The total area retained within Agricultural Contract No. 494 (900.0 acres) exceeds the minimum requirements as set forth by the Williamson Act.

**STAFF REPORT
FOR
BOARD APPROVAL**

Soils within the amended parcel include Stoner gravelly loam, 0-2 percent slope (Class III irrigated/non-irrigated) and Duzel-Jilson-Facey Complex, 15 to 50 percent slopes (Class VIe, non-irrigated). These units are suitable for irrigated pasture, rangeland, and home site development.

The following table shows the analysis of Class I equivalent soils for the original Williamson Act Contract.

Parcel 1 APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equiva- lency	Equivalent Acreage
022-041-430	163	169.9	VII	10:1	16.99
	148	13.1	VI	6:1	2.18
Totals		183			19.17

Parcel 2 APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equiva- lency	Equivalent Acreage
022-041-440	114	14.4	III	1:1	14.4
022-050-300	148	84.6	VI	6:1	14.1
	230	37.5	III	1:1	37.5
	163	104.5	VII	10:1	10.45
Totals		241			76.45

Parcel 3 APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equiva- lency	Equivalent Acreage
022-041-450	148	216	VI	6:1	36.0
022-041-470	162	51.2	VII	10:1	5.12
022-050-310	230	87.8	III	1:1	87.8
022-050-180	231	36.6	III	1:1	36.6
022-050-230					
Totals		391.6			165.52

Parcel 4 APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equiva- lency	Equivalent Acreage
022-050-320	148	19.4	VII	10:1	1.94
	163	4.3	VI	6:1	0.71
	230	76.2	III	1:1	76.2
	231	2.5	III	1:1	36.6
Totals		102.4			81.35

Amended Parcels

The following table demonstrates the analysis of Class I equivalent soils to be added and removed to the contract while preserving the integrity of the preserve.

**STAFF REPORT
FOR
BOARD APPROVAL**

Parcel to be added APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equivalency	Equivalent Acreage
022-050-110	230	7.9	III	2:1	3.95
	148	2.0	VI	6:1	0.33
Totals		9.9			4.28

Parcel to be re-moved APN/Parcel	Soils Class (Mapping Unit)	Acreage	Site Class	Equivalency	Equivalent Acreage
022-050-180,	230	9.22	III	2:1	4.61
-230, -310,	148	0.53	VI	10:1	0.053
022-040-45 & -47	163	0.53	VII	10:1	0.038
022-050-320					
Totals		303.71			4.701

Contract No. 494

Contract No. 494 was established December 18, 1996 OR 96015535. The present contract contains 900.0 acres under ownership of James A. and Patricia A. Cain.

Environmental Review

Categorically Exempt under CEQA Section 15317 - Open Space Contracts or Easements. The proposal would adjust acreage within the Agricultural Preserve Contract No. 494.

Local Review

The Siskiyou County Tax Collector's Office responded and provided no conditions for approval.

No other Agencies responded.

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.494, under the ownership of James A. Cain, consisting of 900.0 acres is retaining 900.0 acres and will continue to conform with the provisions of the Williamson Act, California Government Code, Section 51200 and Resolution 275, Book 11 adopted by the Board of Supervisors on December 27, 1983.



Suggested Motion: I move that, pursuant to CEQA Section 15317, which exempts property entering a Williamson Act Contract, the CEQA EXEMPTION be approved and, that we recommend approval of the Agricultural Preserve Contract Amendment for James A. Cain (AGA-01-06) with the Finding as listed in the staff report.

RECEIVED

AUG 30 2001

SISKIYOU COUNTY
PLANNING DEPARTMENT

AGRICULTURAL PRESERVE CONTRACT AMENDMENT APPLICATION

Landowner: James A Cain Phone: 735-2440
Address: 7516 Scarface Rd Hazelton Zip: 96034
Street/City/State
Applicant: James A Cain Phone: 435-2440
Address: 7516 Scarface Rd Hazelton Zip: 96034
Street/City/State

I. LOCATION:

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

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

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

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

APN	Original Acreage	± Adjust-ment	Final Acreage

G. Explain the purpose of the proposed Contract Amendment:

Adjust property line per BLD-01-37, do
correct exarouchment.

4. PROPERTY OWNER SIGNATURE REQUIREMENTS:

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

James A Cain (Must be Notarized)

(Must be Notarized)

AUTHORIZATION TO ENTER PRIVATE PROPERTY

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

On 8/30/01 before me, KARRIE GLINES, NOTARY PUBLIC

DATE

NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"

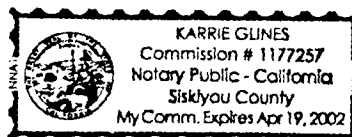
personally appeared, JAMES A. CAIN

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

WITNESS my hand and official seal.

Karrie Glines
NOTARY PUBLIC SIGNATURE

(SEAL)



RECORDING REQUESTED BY:

LISA CHANDLER, COUNTY CLERK

When Recorded Mail To:

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

4114/ 10, 9
RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

Dec 18 1 35 PM '96

96015535

NO CHARGE

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

SECTION 2. TERM. This Contract shall take effect on December 10 19910, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

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

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

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

amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000, et seq., Government Code) or otherwise.

SECTION 7. EMINENT DOMAIN.

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

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

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

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

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

SECTION 9. CANCELLATION.

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

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

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

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

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

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

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

96015535

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

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

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

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

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

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

96015535

COUNTY OF SISKIYOU, Board of Supervisors

Bill Hoy

Vice Chairman

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On December 10, 1996, before me, Colleen Baker, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, personally known to me to be the person who executed this instrument as Vice Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: December 10, 1996

Colleen Baker

Deputy
(Seal)

96015535

Notice to the Owner shall be addressed as follows:

JAMES P & PATRICIA CAIN
PO Box 99 7516 Ecarface Rd
Haystack Ca.

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

James A Cain
X Patricia P Cain

Owner

State of California

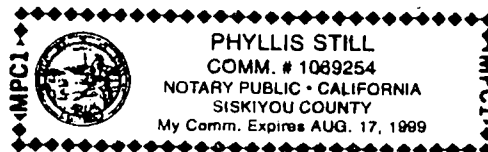
County of Siskiyou

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

WITNESS my hand and official seal.

(SIGNATURE AND SEAL OF NOTARY)

Phyllis Still

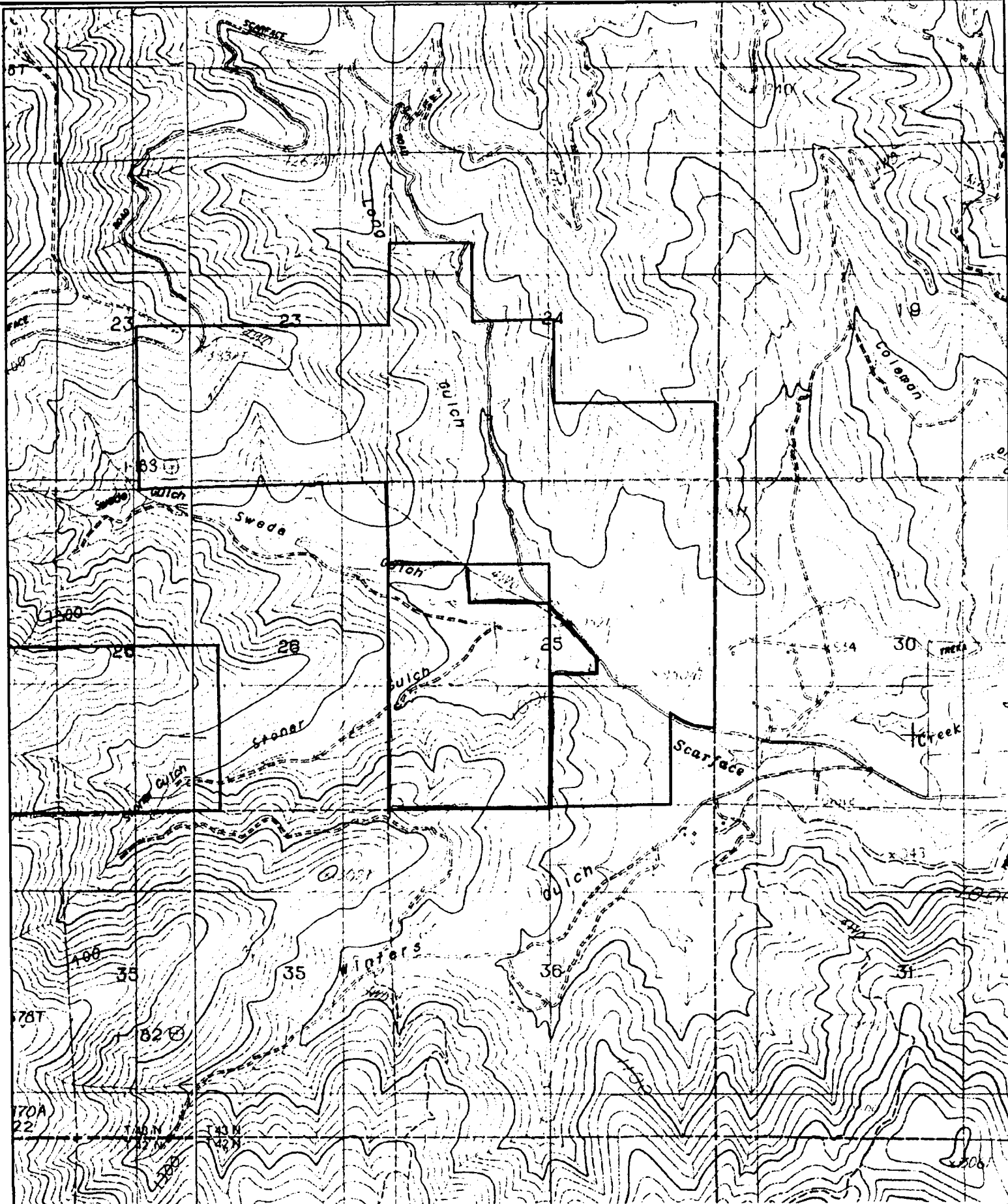


96015535

EXHIBIT "A"

List Assessor's Parcel Numbers below:

Cain James & Patricia P 22 50 430 0 00 8900 3703 0406 89
Cain James & Patricia P 22 50 440 0 00 8900 3703 0406 89
Cain James & Patricia 22 50 450 0 00 8900 3703 0406 89
Cain James & Patricia 22 50 470 0 00 8900 3703 0406 89
Cain James & Patricia 22 50 180 0 00 8900 3703 0406 89
Cain James & Patricia 22 50 230 000 8900 3703 0406 89
Cain James & Patricia 22 50 300 000 8900 3703 0406 89
Cain James & Patricia 22 50 310 000 8900 3703 0406 89
Cain James & Patricia 22 50 310 000 8900 3703 0406 89



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

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

Copyright (C) 1997, Maptech, Inc.

RECORDING REQUESTED BY:

LISA CHANDLER, COUNTY CLERK

When Recorded Mail To:

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

494
10, 9
RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

Dec 18 1 35 PM '96

96010535

NO CHARGE

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

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

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

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

amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000, et seq., Government Code) or otherwise.

SECTION 7. EMINENT DOMAIN.

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

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

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

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

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

SECTION 9. CANCELLATION.

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

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

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

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

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

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

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

96015535

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

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

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

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

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

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

96015535

COUNTY OF SISKIYOU, Board of Supervisors



Vice Chairman

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On December 10, 1996, before me, Colleen Baker, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, personally known to me to be the person who executed this instrument as Vice Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: December 10, 1996



Deputy
(Seal)

96015535

Notice to the Owner shall be addressed as follows:

James A. Cain & Patricia A. Cain
PO Box 99 7516 Escalante Dr
Heaven, NV

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

James A. Cain
Patricia A. Cain

Owner

State of California

County of Siskiyou

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

WITNESS my hand and official seal.

(SIGNATURE AND SEAL OF NOTARY)

Phyllis Still

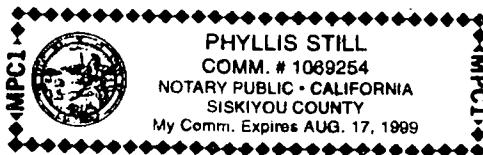


EXHIBIT "A"

List Assessor's Parcel Numbers below:

San Juan, Patricia A 22 50 450 D 00 8900 3713 0406 89San Juan, Patricia A 22 50 440 D 00 8900 3713 0406 89San Juan, Patricia 22 50 450 D 00 8900 3713 0406 89San Juan, Patricia 22 50 470 D 00 8900 3713 0406 89San Juan, Patricia 22 50 180 D 00 8900 3713 0406 89San Juan, Patricia 22 50 230 D 00 8900 3713 0406 89San Juan, Patricia 22 50 310 D 00 8900 3713 0406 89San Juan, Patricia 22 50 310 D 00 8900 3713 0406 89San Juan, Patricia 22 50 310 D 00 8900 3713 0406 89

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503200		TRA:007001 USE:550		BK_PG:02205	
BOOK: [REDACTED]					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA			ZIP: 96034 ZIP4: 0099		
DBA:					
RECORD #: 8900-3703 REC DT: 19890406				ACRES: [REDACTED]	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		42923 1983		42452 1983	
IMPR:		4515 1983		4466 1983	
FIX:				OTHER:	
PP:				HO:	
TREE:				TOTAL:	
GROSS:		47438		LND+IMPR: 47438 %IMPR: 10	
NET:		47438			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C NR YR	HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N TPZ CODE:	
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG PRES:	
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:	DIR:				
STREET: Box 99	TYPE:	CONDO:			
CITY: Gazelle	ST: CA	ZIP: 96034	ZIP4: 0099		
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503100		TRA:007001 USE:550		BK_PG:02205	
BOOK:022-050-3100					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA		ZIP:96034 ZIP4:0099			
DBA:					
RECORD #:8900-3703 REC DT:19890406				ACRES: 1.21	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		20613 1983		20387 1983	
IMPR:		844 1983		835 1983	
FIX:		TOTAL:			
PP:		LND+IMPR:		21457 %IMPR: 4	
TREE:					
GROSS:		21457			
NET:		21457			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
HO AMT					
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:	CONDO:			
CITY:Gazelle	ST:CA	ZIP:96034	ZIP4:0099		
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503000		TRA:007001 USE:550		BK_PG:02205	
BOOK:022-050-2					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406				ACRES:	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		8470 1983		8470 1983	
IMPR:		175731 1983		175731 1983	
FIX:					
PP:		2100			
TREE:					
GROSS:		186301			
NET:		179301			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
1:CAIN	JA	PA	4		1991
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE: 800	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
DIR BILL:20					
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:		DIR:			
STREET:Box 99		TYPE:		CONDO:	
CITY:Gazelle		ST:CA		ZIP:96034 ZIP4:0099	
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220502300		TRA:007001 USE:590		BK_PG:02205	
BOOK: [REDACTED]					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA			ZIP: 96034 ZIP4: 0099		
DBA:					
RECORD #: 8900-3703 REC DT: 19890406				ACRES: [REDACTED]	
VALUES	CURRENT=YEAR	PRIOR=YEAR	EXE AMT	CODE	YR
LAND:	3386 1982	3349 1982	OTHER:		
IMPR:	1982	1982	HO:		
FIX:			TOTAL:		
PP:			LND+IMPR:	3386	%IMPR:
TREE:					
GROSS:	3386				
NET:	3386				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
					HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:	DIR:				
STREET: Box 99	TYPE:	CONDO:			
CITY: Gazelle	ST: CA	ZIP: 96034	ZIP4: 0099		
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220501800		TRA:007001 USE:590		BK_PG:02205	
BOOK:022-050-18-9					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406				ACRES: 80.00	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		13551 1982		13403 1982	
IMPR:		1982		1982	
FIX:				TOTAL:	
PP:				LND+IMPR: 13551 %IMPR:	
TREE:					
GROSS:		13551			
NET:		13551			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
HO AMT					
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
DIR BILL:					
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:		CONDO:		
CITY:Gazelle	ST:CA		ZIP:96034 ZIP4:0099		
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414700		TRA:007001 USE:590		BK_PG:02204	
BOOK: 000-00000000					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA			ZIP: 96034 ZIP4: 0099		
DBA:					
RECORD #: 8900-3703 REC DT: 19890406				ACRES: 0.0000	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		16943 1982		16757 1982	
IMPR:		1982		1982	
FIX:				TOTAL:	
PP:				LND+IMPR: 16943 %IMPR:	
TREE:					
GROSS:		16943			
NET:		16943			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C NR	YR HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N TPZ CODE:	
OLD APN: 0220401500	BUS CODE:	MOBILE H:	CORP CODE:	AG PRES:	
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:		DIR:			
STREET: Box 99		TYPE:		CONDO:	
CITY: Gazelle		ST: CA		ZIP: 96034 ZIP4: 0099	
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414500		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-45-0					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406			ACRES: 70.00		
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE YR	
LAND:	11858 1982	11728 1982	OTHER:		
IMPR:	1982	1982	HO:		
FIX:	TOTAL:				
PP:	LND+IMPR:		11858	%IMPR:	
TREE:					
GROSS:	11858				
NET:	11858				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1& 2 CODE C NR YR			HO AMT	
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE: N TPZ CODE:		
OLD APN:0220407600	BUS CODE:	MOBILE H:	CORP CODE: AG PRES:		
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:		CONDO:		
CITY:Gazelle	ST:CA ZIP:96034 ZIP4:0099				
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414400		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-44-0					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA		ZIP: 96034 ZIP4: 0099			
DBA:					
RECORD #: 8900-3703		REC DT: 19890406		ACRES: 170.00	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		28804 1982		28488 1982	
IMPR:		1982		1982	
FIX:		TOTAL:			
PP:		LND+IMPR:		28804 %IMPR:	
TREE:					
GROSS:		28804			
NET:		28804			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
					HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN: 0220407500	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
					DIR BILL:
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:	DIR:				
STREET: Box 99	TYPE:	CONDO:			
CITY: Gazelle	ST: CA	ZIP: 96034	ZIP4: 0099		
END OF RECORD					

96015535

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414300		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-43-0					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA			ZIP: 96034 ZIP4: 0099		
DBA:					
RECORD #: 8900-3703		REC DT: 19890406		ACRES: 180.00	
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE YR	
LAND: 30496 1982		30162 1982		OTHER:	
IMPR: 1982		1982		HO:	
FIX:		TOTAL:			
PP:		LND+IMPR: 30496		%IMPR:	
TREE:					
GROSS: 30496					
NET: 30496					
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME		INIT 1& 2 CODE C NR YR		HO AMT	
1:					
2:					
3:					
OTHER					
PENALTY:		PEN CODE:		PEN YR:	
OLD APN: 0220407400		BUS CODE:		MOBILE H:	
S ST DT:				DBA CODE: N TPZ CODE:	
				CORP CODE: AG PRES:	
				HO FLG:	
				DIR BILL:	
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:		DIR:			
STREET: Box 99		TYPE:		CONDO:	
CITY: Gazelle		ST: CA		ZIP: 96034 ZIP4: 0099	
END OF RECORD					

96015535

APR 6 2 25 PM '89
#89003703

Charles M. Clendenin

Fee \$7.00 Pd.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name James A. Cain
Address 4805 Solus Drive
City & State Weed, CA 96094
ZIP

83003703

Title Order No. Escrow No. 55643 HC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

- The undersigned declares that the documentary transfer tax is \$ 110.00 and is
- ☒ computed on the full value of the interest or property conveyed, or is
- ☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
- ☐ unincorporated area ☐ city of _____

For the consideration of TEN DOLLARS and other valuable considerations, the UNITED STATES OF AMERICA (GRANTOR),

acting through the Farmers Home Administration, quitclaims to James A. Cain and Patricia A. Cain, husband and wife (GRANTEE), as joint tenants with right of survivorship, all of the rights, title and interest of Grantor, (except such interests as may have been reserved in patents issued by GRANTOR), in the following described real property situated in Siskiyou County, California:

See attached Exhibit A.

The property described in this instrument was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant to it for so long as the property continues to be used for the same or similar purposes for which the Federal financial assistance was extended.

This deed is executed and delivered pursuant to authority set forth in 7 CFR §1900.2(h).

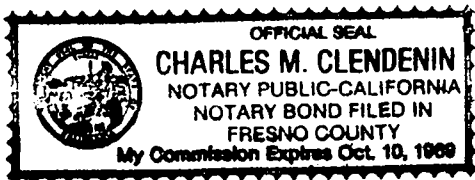
Dated March 27, 19 89

UNITED STATES OF AMERICA

STATE OF CALIFORNIA)
) ss:
COUNTY OF YOLO)

By: Darrel G. Zerger
Darrel G. Zerger Acting State Director
of the Farmers Home Administration for
the State of California

On this 27th day of March, in the year 19 89, before me, Charles M. Clendenin, a Notary Public in and for said State, personally appeared, Darrel G. Zerger personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Acting State Director of the Farmers Home Administration, United States Department of Agriculture, an agency of the United States of America, and acknowledged to me that the agency executed it.



Charles M. Clendenin
Charles M. Clendenin Notary Public

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

The land referred to in this report is situated in the State of California, County of Siskiyou, and is described as follows:

TRACT A:

All that portion of the East half of the East half of the Southeast quarter of Section 25, lying North of the County Road, Township 43 North, Range 7 West, M.D.B.&M.

TRACT B:

The East half of the Northeast quarter of Section 25 and the South half of the Southeast quarter and the South half of the South half of the North half of the Southeast quarter of Section 24, in Township 43 North, Range 7 West, M.D.B.&M.

TRACT C:

The West half of the East half of the Southeast quarter, the West half of the East half, and the North half of the Northwest quarter of Section 25; the Southwest quarter and the South half of the Southwest quarter of the Northwest quarter of Section 24; and the Southeast quarter and the East half of the Southwest quarter of Section 23, all being in Township 43 North, Range 7 West, M.D.B.&M.

Excepting from the foregoing 90% of all oil, gas, casing head gas and other hydrocarbons, geothermal steam and energy and associated geothermal resources, and minerals contained within or under said property, lying below a depth of 500 ft. from the surface of said property, and the right to explore and extract same, provided, however, that the Estate of Joyce Webb Gunther reserves no rights of surface entry upon said property as reserved in Deed dated October 15, 1980 and recorded October 24, 1980 in Book 901 Official Records, page 457.

Page 2 of 2 Pages

96015535

NNIN036

DATE:6/05/961

TIME:5:43

NAME....[CAIN EVELYN ETAL

SISKIYOU COUNTY SECURED PROPERTY

ALPHA NAME SEARCH

]

SCRN 8788

PROG SP1809

NO	NAME	PARCEL NUMBER	ET	TY	BOOK-PAGE	REC DATE	TY
01	CAIN EVELYN ETAL	103-160-340-0	01	ET	8800- 137	01-06-88	
02	CAIN JAMES A & PATRICIA A	22-041-430-0	00	FT	8900-3703	04-06-89	
03	CAIN JAMES A & PATRICIA A	22-041-440-0	00	FT	8900-3703	04-06-89	
04	CAIN JAMES A & PATRICIA A	22-041-450-0	00	FT	8900-3703	04-06-89	
05	CAIN JAMES A & PATRICIA A	22-041-470-0	00	FT	8900-3703	04-06-89	
06	CAIN JAMES A & PATRICIA A	22-050-180-0	00	FT	8900-3703	04-06-89	
07	CAIN JAMES A & PATRICIA A	22-050-230-0	00	FT	8900-3703	04-06-89	
08	CAIN JAMES A & PATRICIA A	22-050-300-0	00	FT	8900-3703	04-06-89	
09	CAIN JAMES A & PATRICIA A	22-050-310-0	00	FT	8900-3703	04-06-89	
10	CAIN JAMES A & PATRICIA A	22-050-320-0	00	FT	8900-3703	04-06-89	
11	CAIN MAHLON E & MARY JANE	104-400-200-0	00	FT	585- 896	11-26-69	
12	CAIN MARGY	37-160-090-0	00	FT	9000-7616	07-05-90	

ENTER 00 TO VIEW MORE NAMES

ENTER NO TO VIEW RECORD

ENTER 90 TO VIEW NEW NAMES

[] ENTER 99 TO RETURN TO MENU

96015535

T 43 N R 7 W

96015535

Tax Area Code
70-01
74-02

22-04

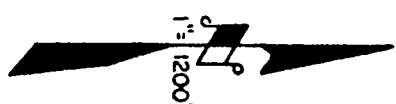
BLA
REC 1/6/94
OR 94-0271

BLA
REC 2/24/95
OR 95-2489

69-05
74-02

PAGE
01

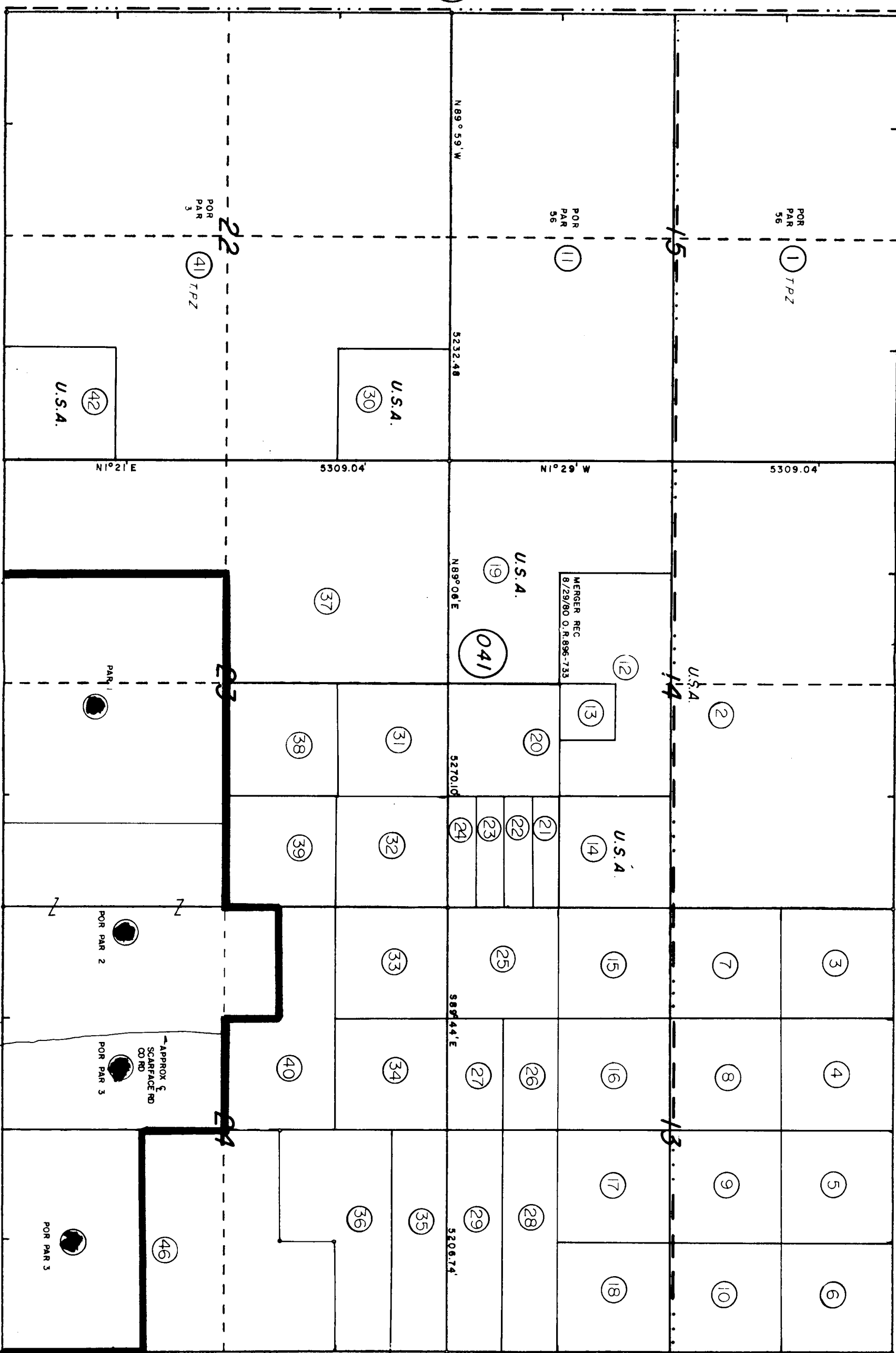
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74-02
70-01

PAGE
22

Exhibit A-1



PAGE
03

ASSESSOR'S CADASTRAL MAP

1 THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY.
2 NO LIABILITY IS ASSUMED
FOR THE ACCURACY OF THE
DATA SHOWN.
3 ASSESSOR'S PARCELS MAY NOT
COMPLY WITH LOCAL LOT-SPLIT
BUILDING SITE ORDINANCES.

C OF C
REC 12/20/93
O.R. 93-16947

BLM RESURVEY MAY, 8, 1984

69-05
70-01

Renumbered 1993 Roll

PAGE
05

WAIVER REC 4/9/81
O.R. 914-221

Assessor's Map
County of Siskiyou, California

69-05
70-01

96015535

T 43 N R 7 W

96015535 Tax Area Code 70-01

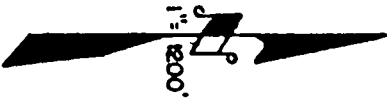
22-05

BLA
REC 2/24/95
OR 95-2489

PAGE
04

WAIVER REC 4/9/81
O.R. 914-221

WAIVER
REC OR 790-453 8/16/77



POR PAR 3 (33)
TPZ

POR PAR 3 (27)
TPZ

POR PAR 3 (28)

POR PAR 2

POR PAR 3

POR PAR 3

27

26

25

POR PAR 2 (34)
TPZ

POR PAR 2 (29)

(3)

PAR 1 (11)

APPROX. CO. RD.
CO RD NO 56005

PAR 4

PAR 2 (24)

PAGE
06

PAGE
25

Exhibit A-1

ASSESSOR'S CADASTRAL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

U.S.A

(20)

PAR 37

(6) TPZ

(7)

(8) TPZ

35

PARCEL 2 (25)

PARCEL 1 (26)

(10)

PAR 35

(5) TPZ

(21)

PARCEL 3 (22)

(15)

C.D.F.C.
REC 12/20/93
O.R. 93-16947

BLA
REC 1/6/94
OR 94-0271

PAGE
07

Assessor's Map
County of Siskiyou, California

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

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

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

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

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

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

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

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

AYES: Supervisors Giardino, Bryan and Dutra

NOES: None

ABSENT: None

ABSTAIN: NOne

Bill 76

Vice Chairman

Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler, County Clerk

BY: Colleen Baker
Deputy

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

original on file in this office.
ATTEST: DEC 18 1996

LISA CHANDLER

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

By Colleen Baker
Deputy

**SISKIYOU COUNTY
RESOLUTION**

No. 96-375

96015535

EXHIBIT A

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

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

96-375

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

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

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

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

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

AYES: Supervisors Giardino, Bryan and Hoy

NOES: None

ABSENT: None

ABSTAIN: None

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

ATTEST:

DEC 18 1996

LISA CHANDLER

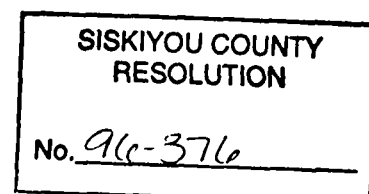
County Clerk and ex-officio Clerk of
the Board of Supervisors in and for the
County of Siskiyou.

By: William Baker
Deputy

Bill Hoy
Vice-Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler, County Clerk

By: William Baker
Deputy



96015535

EXHIBIT A

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

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

DECEMBER 10, 1996

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

ABSENT: None

COUNTY ADMINISTRATOR: C. Brent Wallace

DEPUTY COUNTY CLERK: Colleen Baker and
Sherrie Bennett

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

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

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

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

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

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

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

Witness my hand and seal this

18th day of December, 19 96

cc: File
Planning Dept. (2)
✓Recorder

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

By: Colleen Baker
Deputy Clerk

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

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

DECEMBER 10, 1996

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

ABSENT: None

COUNTY ADMINISTRATOR: C. Brent Wallace

DEPUTY COUNTY CLERK: Colleen Baker and
Sherrie Bennett

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

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

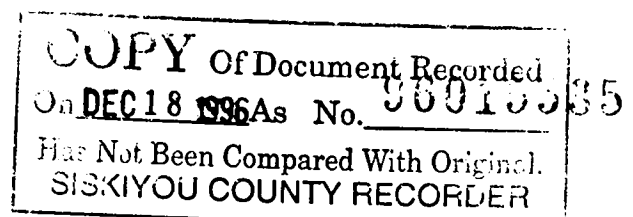
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STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

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Witness my hand and seal this

_____ day of _____, 19 _____

cc: File
Planning Dept. (2)
Recorder

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

By: _____
Deputy Clerk

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

Exhibit A-1

RECORDING REQUESTED BY:

LISA CHANDLER, COUNTY CLERK

When Recorded Mail To:

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

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

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

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

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

amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000, et seq., Government Code) or otherwise.

SECTION 7. EMINENT DOMAIN.

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

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

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

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

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

SECTION 9. CANCELLATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

Bill Zieg
Vice Chairman

On December 10, 1996, before me, Colleen Baker, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, personally known to me to be the person who executed this instrument as Vice Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: December 10, 1996

Colleen Baker
Deputy
(Seal)

Notice to the Owner shall be addressed as follows:

JAMES A & PATRICIA CAIN
PO Box 99 7516 Scarface Rd
Gazelle Co.

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

James A Cain
x Patricia A Cain

Owner

State of California

County of Siskiyou

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

WITNESS my hand and official seal.

(SIGNATURE AND SEAL OF NOTARY)

Phyllis Still

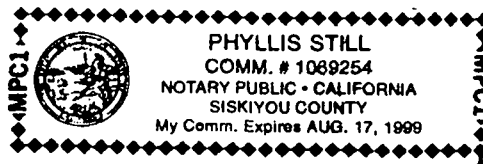


EXHIBIT "A"

List Assessor's Parcel Numbers below:

Cain James & Patricia A 22 041 430 0 00 8900 3703 0406 89
Cain James & Patricia A 22 041 440 0 00 8900 3703 0406 89
Cain James & Patricia 22 041 450 0 00 8900 3703 0406 89
Cain James & Patricia 22 041 470 0 00 8900 3703 0406 89
Cain James & Patricia 22 050 180 0 00 8900 3703 0406 89
Cain James & Patricia 22 050 230 0 00 8900 3703 0406 89
Cain James & Patricia 22 050 320 0 00 8900 3703 0406 89
Cain James & Patricia 22 050 310 0 00 8900 3703 0406 89
Cain James & Patricia 22 050 310 0 00 8900 3703 0406 89

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503200		TRA:007001 USE:550		BK_PG:02205	
BOOK: 0220503200					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA			ZIP: 96034 ZIP4: 0099		
DBA:					
RECORD #: 8900-3703 REC DT: 19890406		ACRES: 0.09			
VALUES		CURRENT=YEAR		PRIOR=YEAR	
		EXE AMT		CODE = YR	
LAND:	42923 1983	42452 1983	OTHER:		
IMPR:	4515 1983	4466 1983	HO:		
FIX:	TOTAL:				
PP:	LND+IMPR:		47438	%IMPR: 10	
TREE:					
GROSS:	47438				
NET:	47438				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
HO AMT					
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:	HO FLG:		DIR BILL:		
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:	DIR:				
STREET: Box 99	TYPE:		CONDO:		
CITY: Gazelle	ST: CA	ZIP: 96034	ZIP4: 0099		
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503100		TRA:007001 USE:550		BK_PG:02205	
BOOK: 022-050-31-01					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406		ACRES: 121.00			
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE YR	
LAND:	20613 1983	20387 1983	OTHER:		
IMPR:	844 1983	835 1983	HO:		
FIX:	TOTAL:				
PP:	LND+IMPR:		21457	%IMPR:	4
TREE:					
GROSS:	21457				
NET:	21457				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1& 2	CODE C	NR	YR	HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE: N	TPZ CODE:	
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG PRES:	
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:	CONDO:			
CITY:Gazelle	ST:CA	ZIP:96034	ZIP4:0099		
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220503000		TRA:007001 USE:550		BK_PG:02205	
BOOK:022-050-3000					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406		ACRES: 2.17			
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE = YR	
LAND: 8470 1983		8470 1983		OTHER:	
IMPR: 175731 1983		175731 1983		HO: 7000	
FIX:				TOTAL: 7000	
PP: 2100				LND+IMPR: 184201 %IMPR: 95	
TREE:					
GROSS: 186301					
NET: 179301					
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1& 2	CODE C	NR	YR	HO AMT
1:CAIN	JA PA	4		1991	
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE: N	TPZ CODE:	
OLD APN:	BUS CODE: 800	MOBILE H:	CORP CODE:	AG PRES:	
S ST DT:			HO FLG:		
			DIR BILL:20		
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:	CONDO:			
CITY:Gazelle	ST:CA	ZIP:96034	ZIP4:0099		
END OF RECORD					

SISKIYOU COUNTY	SECURED ROLL	CARL BONTRAGER, ASSESSOR
APN:0220502300	TRA:007001 USE:590	BK_PG:02205
BOOK: 0220502300		
NAME / MAILING ADDRESS		
NAME:CAIN JAMES A & PATRICIA A		LIFE EST: ETAL#:
C/O:		
ADDR:BOX 99		
CITY/ST:GAZELLE CA	ZIP:96034 ZIP4:0099	
DBA:		
RECORD #:8900-3703 REC DT:19890406	ACRES:	2.13
VALUES	CURRENT=YEAR	PRIOR=YEAR
LAND:	3386 1982	3349 1982
IMPR:	1982	1982
FIX:		
PP:		
TREE:		
GROSS:	3386	
NET:	3386	
RECORDING HISTORY		
BK	PG	YR MO DA GRANTOR
1:		
2:		
3:		
HOMEOWNER		
NAME	INIT 1& 2 CODE C NR YR	HO AMT
1:		
2:		
3:		
OTHER		
PENALTY:	PEN CODE:	PEN YR:
OLD APN:	BUS CODE:	MOBILE H:
S ST DT:		
		DBA CODE: N TPZ CODE:
		CORP CODE: AG PRES:
		HO FLG:
		DIR BILL:
MAILING ADDRESS		
CLEAN:Cain James A & Patricia A		
SWAP:James A Cain		
STR #:	DIR:	
STREET:Box 99	TYPE:	CONDO:
CITY:Gazelle	ST:CA	ZIP:96034 ZIP4:0099
END OF RECORD		

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220501800		TRA:007001 USE:590		BK_PG:02205	
BOOK: 022-050-18-0					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406		ACRES: 80.00			
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE = YR	
LAND:	13551 1982	13403 1982	OTHER:		
IMPR:	1982	1982	HO:		
FIX:	TOTAL:				
PP:	LND+IMPR:		13551	%IMPR:	
TREE:					
GROSS:	13551				
NET:	13551				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT	1 & 2	CODE	C	NR YR
HO AMT					
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:	PEN YR:	DBA CODE:	N	TPZ CODE:
OLD APN:	BUS CODE:	MOBILE H:	CORP CODE:	AG	PRES:
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:	DIR:				
STREET:Box 99	TYPE:		CONDO:		
CITY:Gazelle	ST:CA	ZIP:96034	ZIP4:0099		
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414700		TRA:007001 USE:590		BK_PG:02204	
BOOK: 022-0414700					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA		ZIP: 96034 ZIP4: 0099			
DBA:					
RECORD #: 8900-3703		REC DT: 19890406		ACRES: 0.100 0.00574	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		16943 1982		16757 1982	
IMPR:		1982		1982	
FIX:		TOTAL:			
PP:		LND+IMPR:		16943 %IMPR:	
TREE:					
GROSS:		16943			
NET:		16943			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1& 2 CODE C NR YR			HO AMT	
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:		PEN YR:		DBA CODE: N TPZ CODE:
OLD APN: 0220401500	BUS CODE:		MOBILE H:		CORP CODE: AG PRES:
S ST DT:			HO FLG:		
					DIR BILL:
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:		DIR:			
STREET: Box 99		TYPE:		CONDO:	
CITY: Gazelle		ST: CA ZIP: 96034 ZIP4: 0099			
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414500		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-45-0					
NAME / MAILING ADDRESS					
NAME:CAIN JAMES A & PATRICIA A				LIFE EST: ETAL#:	
C/O:					
ADDR:BOX 99					
CITY/ST:GAZELLE CA			ZIP:96034 ZIP4:0099		
DBA:					
RECORD #:8900-3703 REC DT:19890406				ACRES: 70.00	
VALUES		CURRENT=YEAR		PRIOR=YEAR	
LAND:		11858 1982		11728 1982	
IMPR:		1982		1982	
FIX:				OTHER:	
PP:				HO:	
TREE:				TOTAL:	
GROSS:		11858		LND+IMPR: 11858 %IMPR:	
NET:		11858			
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1& 2 CODE C NR YR			HO AMT	
1:					
2:					
3:					
OTHER					
PENALTY:		PEN CODE:		PEN YR:	
OLD APN:0220407600		BUS CODE:		MOBILE H:	
S ST DT:				DBA CODE: N TPZ CODE:	
				CORP CODE: AG PRES:	
				HO FLG:	
				DIR BILL:	
MAILING ADDRESS					
CLEAN:Cain James A & Patricia A					
SWAP:James A Cain					
STR #:		DIR:			
STREET:Box 99		TYPE:		CONDO:	
CITY:Gazelle		ST:CA ZIP:96034 ZIP4:0099			
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414400		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-44-0					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA		ZIP: 96034 ZIP4: 0099			
DBA:					
RECORD #: 8900-3703		REC DT: 19890406		ACRES: 170.00	
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE YR	
LAND: 28804 1982		28488 1982		OTHER:	
IMPR: 1982		1982		HO:	
FIX:		TOTAL:			
PP:		LND+IMPR:		28804 %IMPR:	
TREE:					
GROSS: 28804					
NET: 28804					
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
LIFE ESTATE					
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1 & 2		CODE	C	NR YR HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:		PEN CODE:		PEN YR:	
OLD APN: 0220407500		BUS CODE:		MOBILE H:	
S ST DT:				DBA CODE: N TPZ CODE:	
				CORP CODE: AG PRES:	
				HO FLG:	
				DIR BILL:	
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:		DIR:			
STREET: Box 99		TYPE:		CONDO:	
CITY: Gazelle		ST: CA		ZIP: 96034 ZIP4: 0099	
END OF RECORD					

SISKIYOU COUNTY		SECURED ROLL		CARL BONTRAGER, ASSESSOR	
APN:0220414300		TRA:007001 USE:590		BK_PG:02204	
BOOK:022-041-43-0					
NAME / MAILING ADDRESS					
NAME: <u>CAIN JAMES A</u> & <u>PATRICIA A</u>				LIFE EST: ETAL#:	
C/O:					
ADDR: BOX 99					
CITY/ST: GAZELLE CA		ZIP: 96034 ZIP4: 0099			
DBA:					
RECORD #: 8900-3703 REC DT: 19890406		ACRES: 180.00			
VALUES CURRENT=YEAR		PRIOR=YEAR		EXE AMT CODE YR	
LAND:	30496 1982	30162 1982	OTHER:		
IMPR:	1982	1982	HO:		
FIX:	TOTAL:				
PP:	LND+IMPR:		30496	%IMPR:	
TREE:					
GROSS:	30496				
NET:	30496				
RECORDING HISTORY					
BK	PG	YR	MO	DA	GRANTOR
					LIFE ESTATE
1:					
2:					
3:					
HOMEOWNER					
NAME	INIT 1 & 2 CODE C		NR	YR	HO AMT
1:					
2:					
3:					
OTHER					
PENALTY:	PEN CODE:		PEN YR:	DBA CODE: N TPZ CODE:	
OLD APN: 0220407400	BUS CODE:		MOBILE H:	CORP CODE:	AG PRES:
S ST DT:			HO FLG:		
			DIR BILL:		
MAILING ADDRESS					
CLEAN: Cain James A & Patricia A					
SWAP: James A Cain					
STR #:	DIR:				
STREET: Box 99	TYPE:		CONDO:		
CITY: Gazelle	ST: CA		ZIP: 96034	ZIP4: 0099	
END OF RECORD					

APR 6 2 25 PM '89

#89003703

Darrel G. Zerger

Fee \$7.00 Pd.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name James A. Cain
Address 4805 Solus Drive
City & State Weed, CA 96094
ZIP

83C03703

Title Order No.

Escrow No. 55643 HC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

The undersigned declares that the documentary transfer tax is \$ 110.00 and is

- ☒ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☐ city of _____

For the consideration of TEN DOLLARS and other valuable considerations, the UNITED STATES OF AMERICA (GRANTOR), acting through the Farmers Home Administration, quitclaims to James A. Cain and Patricia A. Cain, husband and wife (GRANTEE), as joint tenants with right of survivorship, all of the rights, title and interest of Grantor, (except such interests as may have been reserved in patents issued by GRANTOR), in the following described real property situated in Siskiyou County, California:
See attached Exhibit A.

The property described in this instrument was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant to it for so long as the property continues to be used for the same or similar purposes for which the Federal financial assistance was extended.

This deed is executed and delivered pursuant to authority set forth in 7 CFR §1900.2(h).

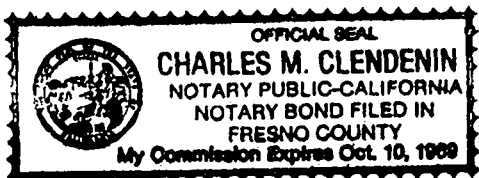
Dated March 27, 19 89

UNITED STATES OF AMERICA

STATE OF CALIFORNIA)
) ss:
COUNTY OF YOLO)

By: Darrel G. Zerger
Darrel G. Zerger Acting State Director
of the Farmers Home Administration for
the State of California

On this 27th day of March, in the year 19 89, before me, Charles M. Clendenin, a Notary Public in and for said State, personally appeared, Darrel G. Zerger personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Acting State Director of the Farmers Home Administration, United States Department of Agriculture, an agency of the United States of America, and acknowledged to me that the agency executed it.



Charles M. Clendenin
Charles M. Clendenin Notary Public

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

The land referred to in this report is situated in the State of California, County of Siskiyou, and is described as follows

TRACT A:

All that portion of the East half of the East half of the Southeast quarter of Section 25, lying North of the County Road, Township 43 North, Range 7 West, M.D.B.&M.

TRACT B:

The East half of the Northeast quarter of Section 25 and the South half of the Southeast quarter and the South half of the South half of the North half of the Southeast quarter of Section 24, in Township 43 North, Range 7 West, M.D.B.&M.

TRACT C:

The West half of the East half of the Southeast quarter, the West half of the East half, and the North half of the Northwest quarter of Section 25; the Southwest quarter and the South half of the Southwest quarter of the Northwest quarter of Section 24; and the Southeast quarter and the East half of the Southwest quarter of Section 23, all being in Township 43 North, Range 7 West, M.D.B.&M.

Excepting from the foregoing 90% of all oil, gas, casing head gas and other hydrocarbons, geothermal steam and energy and associated geothermal resources, and minerals contained within or under said property, lying below a depth of 500 ft. from the surface of said property, and the right to explore and extract same, provided, however, that the Estate of Joyce Webb Gunther reserves no rights of surface entry upon said property as reserved in Deed dated October 15, 1980 and recorded October 24, 1980 in Book 901 Official Records, page 457.

Page 2 of 2 Pages

NNIN036

DATE:6/05/961

SISKIYOU COUNTY SECURED PROPERTY

SCRN 8788

TIME:5:43

ALPHA NAME SEARCH

PROG SP1813

NAME....[CAIN EVELYN ETAL

]

NO	NAME	PARCEL NUMBER	ET	TY	BOOK-PAGE	REC DATE	TY
01	CAIN EVELYN ETAL	103-160-340-0	01	ET	8800-137	01-06-88	
02	CAIN JAMES A & PATRICIA A	22-041-430-0	00	FT	8900-3703	04-06-89	
03	CAIN JAMES A & PATRICIA A	22-041-440-0	00	FT	8900-3703	04-06-89	
04	CAIN JAMES A & PATRICIA A	22-041-450-0	00	FT	8900-3703	04-06-89	
05	CAIN JAMES A & PATRICIA A	22-041-470-0	00	FT	8900-3703	04-06-89	
06	CAIN JAMES A & PATRICIA A	22-050-180-0	00	FT	8900-3703	04-06-89	
07	CAIN JAMES A & PATRICIA A	22-050-230-0	00	FT	8900-3703	04-06-89	
08	CAIN JAMES A & PATRICIA A	22-050-300-0	00	FT	8900-3703	04-06-89	
09	CAIN JAMES A & PATRICIA A	22-050-310-0	00	FT	8900-3703	04-06-89	
10	CAIN JAMES A & PATRICIA A	22-050-320-0	00	FT	8900-3703	04-06-89	
11	CAIN MAHLON E & MARY JANE	104-400-200-0	00	FT	585- 896	11-26-89	
12	CAIN MARGY	37-160-090-0	00	FT	9000-7616	07-08-90	

ENTER 00 TO VIEW MORE NAMES

ENTER NO TO VIEW RECORD

ENTER 90 TO VIEW NEW NAMES

[] ENTER 99 TO RETURN TO MENU

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

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

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

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

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

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

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

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

AYES: Supervisors Giardino, Bryan and Dutra

NOES: None

ABSENT: None

ABSTAIN: None

Bill Rhy
Vice Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler, County Clerk

BY: Colleen Baker
Deputy

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

ATTEST: DEC 18 1996

LISA CHANDLER

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

By: Colleen Baker
Deputy

SISKIYOU COUNTY
RESOLUTION

No. 96-375

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

96-275

EXHIBIT A

James and Patricia Cain
PO Box 99
Gazelle, California 96034

22-041-430
22-041-440
22-041-450
22-041-470
22-050-180
22-050-230
22-050-300
22-050-310
22-050-320

Kenneth and Jenny Joling
5905 A-12
Montague, California 96064

19-021-100

Stanley and Elizabeth Sears
4839 Little Shasta Road
Montague, California 96064

13-360-100

EXHIBIT A

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

5el

SISKIYOU COUNTY BOARD OF SUPERVISORS
P.O. BOX 338, 311 FOURTH STREET
YREKA, CA 96097
TELEPHONE: 842-8081

AGENDA WORKSHEET

From: Siskiyou County Planning Department
Contact Person: Richard Barnum, Planning Director *RB*
Address: PO Box 1085/Courthouse Annex

AGENDA NO.: 5el

MEETING DATE: 12/10/96

Telephone: Yreka, California 96097
916-842-8202

TIME: 10:15 a.m.

SUBJECT:

Agricultural Preserve Contract - James A. and Patricia A. Cain (AGP-96-02)

SUMMARY (DESCRIPTION OF ISSUE):

The applicants are requesting to enter four legal parcels into an Agricultural Preserve Contract under the Williamson Act, containing a total of 900 acres, zoned AG-1 (Prime Agricultural, 40 acre minimum parcel size) and AG-2-B-40 (Non-Prime Agricultural, 40 acre minimum parcel size). The parcels are located south of the City of Yreka, approximately ¼ mile northwest of the intersection of Winters Gulch Road and Scarface Road.

The Agricultural Advisory Committee, at their meeting of November 14, 1996, unanimously voted to recommend that the Board of Supervisors approve the Agricultural Preserve Contract. An Application, Staff Report and Minutes of the Advisory Committee are attached.

RECOMMENDED MOTION:

Finding that this project is Categorically Exempt pursuant to CEQA Section 15061(b)(3) for a Williamson Act Contract, I move that the Board of Supervisors establish an Agricultural Preserve, with the Vice-Chairman authorized to sign the Land Conservation Act Contract and that an Agricultural Preserve Contract be entered into with James A. and Patricia A. Cain, P.O. Box 99, Gazelle, California 96034.

SPECIAL INSTRUCTIONS:

AGREEMENTS, CONTRACTS, ORDINANCES AND CLOSED SESSION ITEMS must be reviewed by COUNTY COUNSEL prior to submission to the Board Clerk.

Reviewed By: _____
County Counsel

Date: _____

ACCOUNTING/FINANCE related items must be reviewed by the AUDITOR and COUNTY ADMINISTRATOR prior to submission to the Board Clerk.

Reviewed By: _____
Auditor/Administrator

Date: _____

PERSONNEL RELATED ITEMS must be reviewed by the ASSISTANT COUNTY ADMINISTRATOR prior to submission to the Board Clerk.

Reviewed By: _____
Assistant County Administrator

Date: _____

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

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

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

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: James L. Cain & Patricia A. Cain
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".)

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

APPLICANT'S MAILING ADDRESS: _____

APPLICANT'S TELEPHONE NUMBER: 916-455-1111

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

DESIGNATED AGENT: _____

MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

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

Total Acreage _____

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

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

OWNER(S) SIGNATURE(S): James L. Cain

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agricultural

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

PRESENT ZONING: _____

PRESENT GENERAL PLAN DESIGNATION: _____

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME: T. J. Sisk ADDRESS: 10 E. 1st St. Siskiyou, Or.

PARCEL NUMBERS: See Attached

HOW LONG HAVE YOU OWNED THIS LAND? _____

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 16.5 ac. Carrying capacity _____

Irrigated pasture acreage None Carrying capacity _____

Dry farming acreage _____ Crops Grown _____ Production per acre _____

Field crop acreage _____ Crops Grown _____ Production per acre _____

Type of Irrigation (pivot line, ditch, etc.) None

Row crop acreage _____ Crops Grown _____ Production per acre _____

Grazing AUM 50 pairs Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ 2 per year _____ acres _____ Fishing Rights \$ 0 per year _____

Other recreation rights \$ 0 per year _____ type _____

Mininhg and exploration \$ 0 per year _____ type _____

Quarrying \$ 0 per year _____ type _____

LAND LEASED TO OTHERS:

Name of Owner None Number of acres _____

Rental fee per acre 0 Use of land _____

Terms of lease 0 Lease termination date _____

Share cropped with others: Crop 0 Percent to owner _____ Acres _____

List expenses paid by landowner 0

REMARKS ON INCOME, ETC.:

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

Signed: James A. Sisk Date: 9-3-96

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

AGRICULTURAL ADVISORY BOARD
MINUTES

NOVEMBER 14, 1996

The Agricultural Preserve Advisory Board met on November 14, 1996, in the Conference Room of the Agriculture Department, with the following members present:

Dwight Roberts, Chairman
Samuel Jackson
Tony Hanna
Fred Burton
Fletcher Hoyt

Absent:
Daniel Schroeder

Also Present:
Richard Barnum, Planning Director
Gregg McKenzie, Assistant Planner

The meeting was called to order at 2:00 p.m. by Chairman Dwight Roberts for the purpose of reviewing applications for Agricultural Preserve Contracts and making recommendations to the Board of Supervisors as follows:

CAIN, JAMES A. AND PATRICIA A. - RECOMMENDING APPROVAL OF
AGRICULTURAL PRESERVE CONTRACT (AGP-96-02)

It was moved by Burton, seconded by Hoyt, that the Agricultural Preserve Advisory Board does hereby recommend to the Board of Supervisors that an Agricultural Preserve be established, with the requirement that the applicants sign a parcel merger agreement acknowledging that Parcel 1 cannot be sold separately while in the Agriculture Preserve, and the Chairman authorized to sign the Land Conservation Act Contract and that an Agricultural Preserve Contract be entered into with James A. and Patricia A. Cain, P. O. Box 99, Gazelle, California 96034, consisting of 900 acres shown by Exhibit A of the Agricultural Preserve Application. VOTED upon and the Chairman declared the motion passed unanimously.

JOLING, KENNETH K. AND JENNY JOLING - RECOMMENDING APPROVAL OF
AGRICULTURAL PRESERVE CONTRACT (AGP-96-03)

It was moved by Hanna, seconded by Burton, that the Agricultural Preserve Advisory Board does hereby recommend to the Board of Supervisors that an Agricultural Preserve be established, the Chairman authorized to sign the Land Conservation Act Contract and that an Agricultural Preserve Contract be entered into with Kenneth K. and Jenny Joling, 5905 - A 12, Montague, California 96064, consisting of 196 acres shown by Exhibit A of the Agricultural Preserve Application. VOTED upon and the Chairman declared the motion passed unanimously.

SEARS, STANLEY AND ELIZABETH - RECOMMENDING APPROVAL OF
AGRICULTURAL PRESERVE CONTRACT (AGP-96-04)

It was moved by Hoyt, seconded by Jackson, that the Agricultural Preserve Advisory Board does hereby recommend to the Board of Supervisors that an Agricultural Preserve be established, the Chairman authorized to sign the Land Conservation Act Contract and that an Agricultural Preserve Contract be entered into with Stanley and Elizabeth Sears, 4839 Little Shasta Road, Montague, California 96064, consisting of 160 acres shown by Exhibit A of the Agricultural Preserve Application. VOTED upon and the Chairman declared the motion passed unanimously.

The meeting was adjourned at 2:30 p.m.

STAFF REPORT

1996-97 Agricultural Preserve Program

AGP-96-02, James and Patricia Cain

Description: The applicants are requesting to enter four legal parcels into an Agricultural Preserve Contract under the Williamson Act, containing a total of 900 acres, zoned AG-1 (Prime Agricultural, 40 acre minimum parcel size), and AG-2-B-40 (Non-Prime Agricultural, 40 acre minimum parcel size). The parcels are located south of the City of Yreka, approximately ¼ mile northwest of the intersection of Winters Gulch Road and Scarface Road in T43N, R7W, Sections 24 and 25. APN: 22-041-430, various.

Analysis: The four parcels were legally created through a Waiver recorded April 9, 1981. The Prime Agricultural soils units are predominantly a Stoner gravelly sandy loam, which is a very deep, well drained soil, formed of alluvium derived from mixed rock sources. It is identified by the United States Soil Conservation Service as having the capability of supporting cultivated crops, hay, pasture, rangeland and homesite development. This unit is suited to irrigated and non-irrigated wheat and barley, and production is mainly limited by the hazard of erosion, and the gravelly surface layer. Agricultural production currently consists of 165 acres of dry pasture, which supports 50 pairs of cattle.

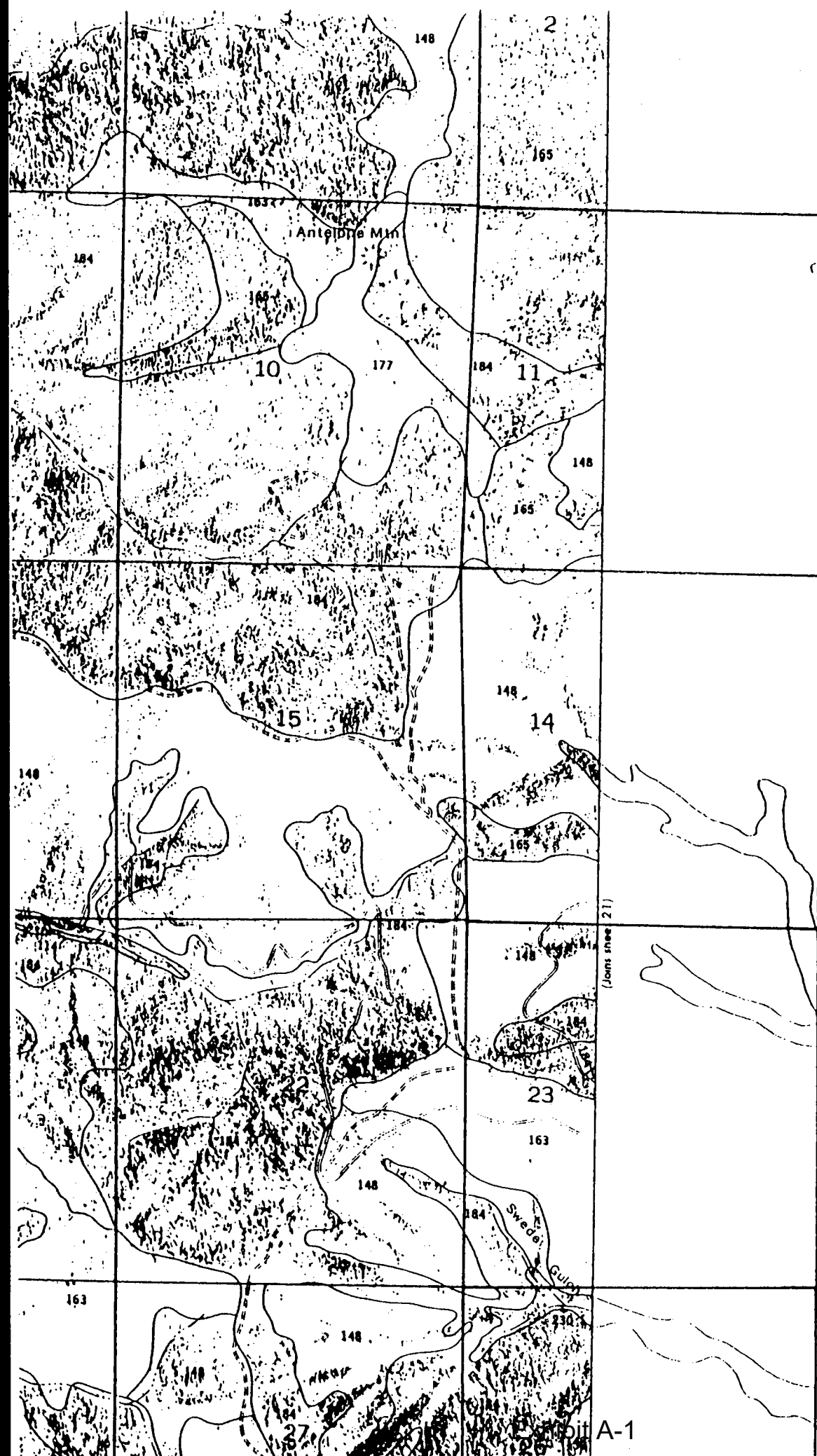
Following is a summary that provides an estimated soils distribution by SCS Class (United States Soil Conservation Service) relative to the Agricultural Preserve Guidelines for evaluating applications.

PARCEL 1	Soils Class (Mapping Unit)	Acreage	Site Class	Equivalency	Equivalent Acreage
22-041-430	148	13.1	VI	6:1	2.18
	163	169.9	VII	10:1	16.99
Total		183			19.17
PARCEL 2					
22-041-440	114	14.4	III	1:1	14.4
22-050-300	148	84.6	VI	6:1	14.1
	230	37.5	III	1:1	37.5
	163	104.5	VII	10:1	10.45
Total		241			76.45
PARCEL 3					
22-041-450	148	216	VI	6:1	36.0
22-041-470	162	51.2	VII	10:1	5.12
22-050-310	230	87.8	III	1:1	87.8
22-050-180	231	36.6	III	1:1	36.6
22-050-230					
Total		391.6			165.52
PARCEL 4					
22-050-320	163	19.4	VII	10:1	1.94
	148	4.3	VI	6:1	0.71
	230	76.2	III	1:1	76.2
	231	2.5	III	1:1	2.5
Total		102.4			81.35

Based upon the evaluations above, the application qualifies for an Agricultural Preserve Contract which requires a minimum of 40 acres of Class III equivalent soils. Each parcel individually qualifies with the exception of Parcel 1, which contains only 19.7 acres of Class III equivalent soil. Together, as combined with the other property, this parcel will also qualify; however, since it does not qualify on its own, the applicants will be required to sign a parcel merger agreement acknowledging that this parcel cannot be sold separately while in the Agricultural Preserve. The parcel and soils unit acreages were established through the use of a Computer Mapping Program. The total acreage established by this mapping program is not consistent with the assessment records of the Siskiyou County Assessor's Office; however, the four parcels contain a minimum of 342.49 acres of Prime Agricultural soil, which qualifies this application for inclusion in the Williamson Act Program.

Environmental Review: In accordance with CEQA Section 15061(b)(3), Williamson Act Contracts are not subject to environmental review because the project does not have the potential for causing a significant effect on the environment.

Recommendation: Staff recommends approval of Agricultural Preserve Application AGP-96-02 for James and Patricia Cain. Furthermore, staff recommends that the Chairman of the Board of Supervisors be authorized to sign the Land Conservation Act Contract with James and Patricia Cain for the Assessor's parcel number as shown by Exhibit A of the Agricultural Preserve Application.



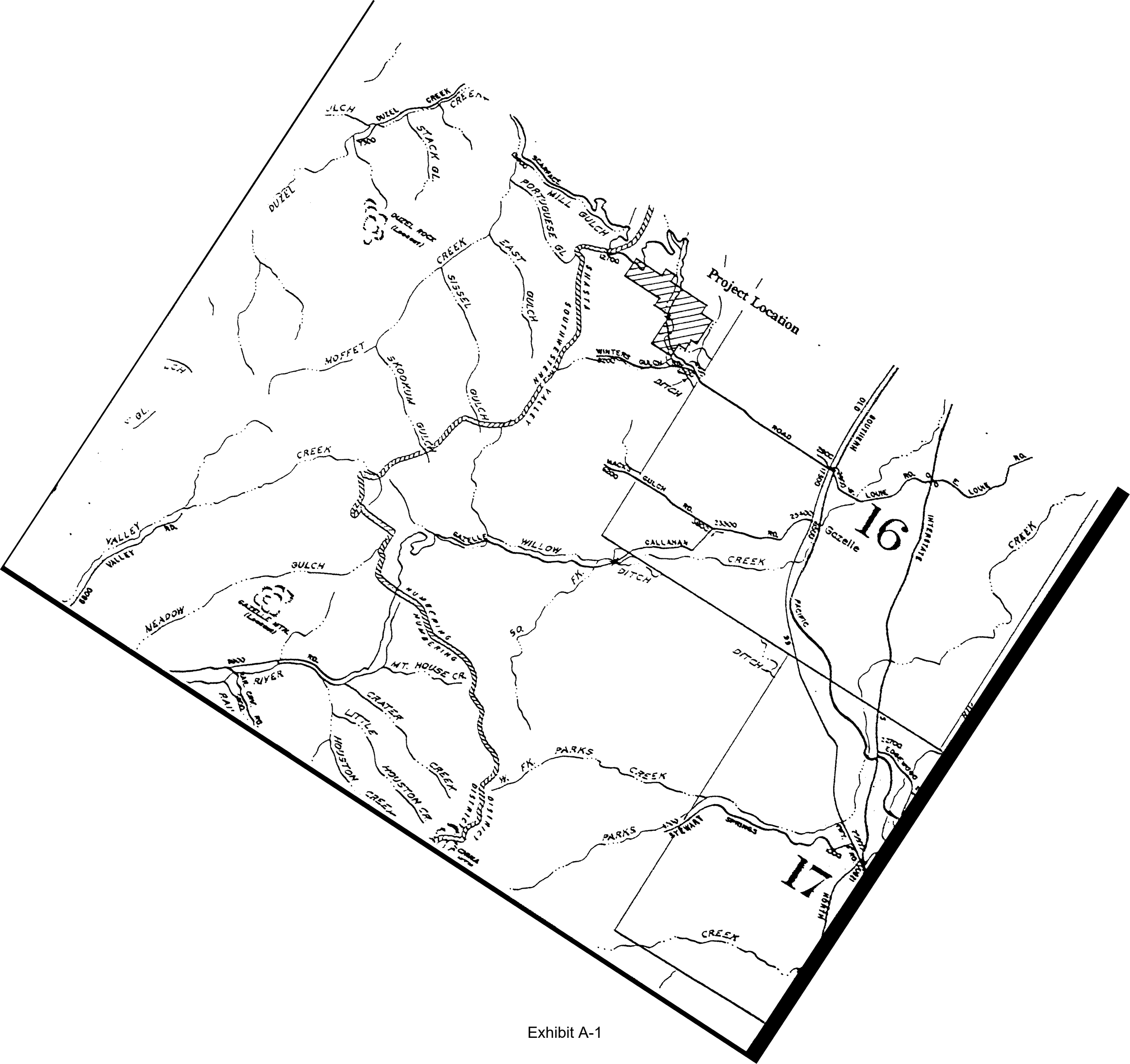


Exhibit A-1

Affidavit of Publication
Siskiyou County
Board of Supervisors

P.O. Box 338

Yreka CA 96097

IN THE MATTER OF

Public Hearing

STATE OF CALIFORNIA

County of Siskiyou

ss.

Wendy Potter

of said County, being duly sworn, deposed and says: THAT she is and at all times herein mentioned was a citizen of the United States of America, over the age of twenty-one years, and that she is not, nor was she at any of the times hereinafter named a party to, nor interested in the above entitled matter; that she is the PRINCIPAL CLERK OF THE PRINTER OF THE SISKIYOU DAILY NEWS, a newspaper of general circulation, printed and published in the City of Yreka, County of Siskiyou, State of California, and which newspaper is published for the dissemination of local and telegraphic news and intelligence of a general character, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of Yreka, County of Siskiyou, State of California, for a period exceeding one year next preceeding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following; dates, to-wit:

November 25, 1996

Siskiyou Daily News adjudicated May 18, 1953, No. 15190

(Signed)

Wendy E Potter

Subscribed and Sworn to before me this

25 day *November, 1996*

Siskiyou County

NOV 25 1996

LISA CHANDLER, CLERK

Deputy Clerk

PUBLIC HEARING

The Siskiyou County Board of Supervisors will hold a public hearing on Tuesday, December 10, 1996, at 10:15 a.m., in the Board of Supervisors Chambers, Courthouse, 311 Fourth Street, Yreka, California, on the following items:

Consideration of inclusion in an Agricultural Preserve and Williamson Act Contract for:

James and Patricia Cain

PO Box 99

Gazelle, California 96034

22-041-430

22-041-440

22-041-450

22-041-470

22-050-180

22-050-230

22-050-300

22-050-310

22-050-320

Kenneth and Jenny Joling

5905 A-12

Montague, California 96064

19-021-100

Stanley and Elizabeth Sears

4839 Little Shasta Road

Montague, California 96064

13-360-100

All interested persons are invited to be present and be heard thereon.

If you challenge the Agricultural Preserve contract in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

LISA CHANDLER, County Clerk

s/Colleen Baker

By: Colleen Baker, Deputy

News 3398, Pub. Nov. 25, 1996

Assessor's Parcel Numbers:

011001-2 P. 1 & 2

When recorded mail to:

County Clerk, Siskiyou County

COPY of Document Recorded

On 11/2/01 As No. 200110215997

Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

**NOTICE OF NON-RENEWAL OF
AGRICULTURAL PRESERVE CONTRACT**

If either Party desires in any year not to renew the contract, that party must serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date, or by the County at least 60 days prior to the renewal date, the contract is considered renewed. See Government Code Section 51245 and Section 3 of your Land Conservation Contract.

By the signature(s) provided hereon, I/we hereby provide Notice of Non-Renewal of the Agricultural Preserve Contract for the property described below, in accordance with Section 3 of said Contract.

OWNER(S) NAME

AS RECORDED: James A Cain

(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF

OWNER(S): 7516 Scarface Rd.

Hayella Ca 96034

Date of Recording of Land Conservation

Contract (Agricultural Preserve Contract): 12-18-96 Contract Number: 494

Recorded at: _____ Volume _____ Page _____ Official Records; or

Document Number 96015535 Official Record.

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

Designated Agent: _____

Mailing Address: _____

DESCRIPTION OF PROPERTY: Attach a separate page providing a legal description of the parcel. The legal description must be typed on plain white paper with one-inch borders, accompanied by a map showing the parcel as depicted on the legal description. (If Notice of Non-Renewal is for property that is less than the total property that is the subject matter of that contract which is recorded at the location set forth above, list Assessor's Parcel Number and acreage in the space provided to indicate that for which a Notice of Non-Renewal is intended):

I declare under penalty of perjury that the information contained in the notice of Non-Renewal is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the costs incurred to correct the records concerning the Land Conservation Contract and any and all cost of collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

SIGNATURE OF OWNER(S)

James A. Cain

Notarized Signature Required.
Attach Notary Certificate Here.

ATTEST:

COLLEEN BAKER, Clerk
Board of Supervisors

By: Laura B. Bynum
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

On 9/12/01 before me, ~~JAMES A. CAIN~~ KARRIE GLINES, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, JAMES A. CAIN

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

WITNESS my hand and official seal.


NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SISKIYOU

SS.

On November 2, 2001, before me, LORRAINE FLECK, NOTARY PUBLIC

Date

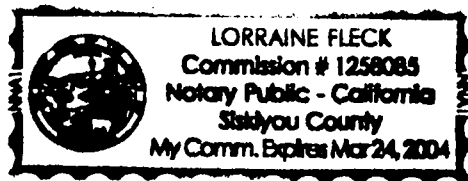
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Laura Bynum

Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Lorraine Fleck

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Notice of Non-Renewal of Agricultural Preserve Contract

Document Date: September 12, 20001

Number of Pages: _____

Signer(s) Other Than Named Above: James A. Cain

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

JELD-WEN/CAIN
Boundary Line Adjustment
Jim Cain to Jeld-Wen, Inc.

A tract of land situated in the East 1/2 of Section 25,
T43N R7W, M.D.M., Siskiyou Co., California, being more
particularly described as follows:

Beginning at a 2" iron pipe marking the intersection of
the West Line of the East 1/2 of said Section 25 with the
South Line of the Scarface Road, from which the Southwest
Corner of said East 1/2 bears $S00^{\circ}37'27''W$, 3142.85 feet;
thence southeasterly on said South Line of the Scarface
Road the following courses: $S42^{\circ}32'44''E$, 9.22 feet to a
5/8" iron pin; thence on the arc of a 1113.82 foot radius
curve to the left, 225.32 feet to a 5/8" iron pin; thence
 $S54^{\circ}08'10''E$, 69.98 feet to a 5/8" iron pin; thence on the
arc of a 500.30 foot radius curve to the right, 122.04 feet
to a 5/8" iron pin; thence $S40^{\circ}09'36''E$, 424.93 feet to a
5/8" iron pin; thence on the arc of a 470.00 foot radius
curve to the right, 95.66 feet to a 5/8" iron pin; thence
 $S28^{\circ}29'54''E$, 71.45 feet to a 5/8" iron pin; thence leaving
said South Line, $S00^{\circ}37'27''W$, 215.91 feet to a 5/8" iron
pin; thence WEST, 690.37 feet to a 5/8" iron pin on the
West Line of said East 1/2; thence $N00^{\circ}37'27''E$, 962.46 feet
to the point of beginning containing 10.00 acres.



EXPIRES 6/30/04

Assessor's Parcel Numbers:

When recorded mail to:

County Clerk, Siskiyou County

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2001110215997
Date: 02-NOV-2001 Time: 04:11:46 P
Book and Page:
Total Fees: \$0.00 Paid

**NOTICE OF NON-RENEWAL OF
AGRICULTURAL PRESERVE CONTRACT**

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(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

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Yazelle Ca 96034

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Recorded at: _____ Volume _____ Page _____ Official Records; or

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Designated Agent: _____

Mailing Address: _____

DESCRIPTION OF PROPERTY: Attach a separate page providing a legal description of the parcel. The legal description must be typed on plain white paper with one-inch borders, accompanied by a map showing the parcel as depicted on the legal description. (If Notice of Non-Renewal is for property that is less than the total property that is the subject matter of that contract which is recorded at the location set forth above, list Assessor's Parcel Number and acreage in the space provided to indicate that for which a Notice of Non-Renewal is intended):

I declare under penalty of perjury that the information contained in the notice of Non-Renewal is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the costs incurred to correct the records concerning the Land Conservation Contract and any and all cost of collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

SIGNATURE OF OWNER(S)

James A Cain

Notarized Signature Required.
Attach Notary Certificate Here.

ATTEST:

COLLEEN BAKER, Clerk
Board of Supervisors

By: Laura B. Gunn
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

On 9/12/01 before me, ~~JAMES A. CAIN~~ KARRIE GLINES, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, JAMES A. CAIN

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

WITNESS my hand and official seal.

Karrie Glines (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____
DATE OF DOCUMENT _____ NUMBER OF PAGES _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SISKIYOU

} ss.

On November 2, 2001, before me, LORRAINE FLECK, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laura Bynum

Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Lorraine Fleck
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: Notice of Non-Renewal of Agricultural Preserve Contract

Document Date: September 12, 20001 Number of Pages: _____

Signer(s) Other Than Named Above: James A. Cain

Capacity(ies) Claimed by Signer

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

JELD-WEN/CAIN
Boundary Line Adjustment
Jim Cain to Jeld-Wen, Inc.

A tract of land situated in the East 1/2 of Section 25,
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EXPIRES 6/30/04

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

On 9/12/01 before me, ~~JAMES A. CAIN~~ KARRIE GLINES, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, JAMES A. CAIN

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

WITNESS my hand and official seal.

Karrie Glines

NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SISKIYOU

} ss.

On November 2, 2001, before me, LORRAINE FLECK, NOTARY PUBLIC

Date

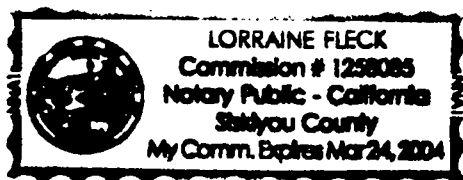
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laura Bynum

Name(s) of Signer(s)

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

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WITNESS my hand and official seal.

Lorraine Fleck

Signature of Notary Public

OPTIONAL

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Document Date: September 12, 20001

Number of Pages: _____

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Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

JELD-WEN/CAIN
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Jim Cain to Jeld-Wen, Inc.

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Road the following courses: $S42^{\circ}32'44''E$, 9.22 feet to a
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curve to the left, 225.32 feet to a 5/8" iron pin; thence
 $S54^{\circ}08'10''E$, 69.98 feet to a 5/8" iron pin; thence on the
arc of a 500.30 foot radius curve to the right, 122.04 feet
to a 5/8" iron pin; thence $S40^{\circ}09'36''E$, 424.93 feet to a
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pin; thence WEST, 690.37 feet to a 5/8" iron pin on the
West Line of said East 1/2; thence $N00^{\circ}37'27''E$, 962.46 feet
to the point of beginning containing 10.00 acres.



EXPIRES 6/30/04

**Recorded at the request of the
Siskiyou County Planning Department**

APA-01-06

Assessor's Parcel Numbers:
022-050-180, 022-050-230,
022-050-300, 022-050-310
022-050-320

For:

James A. Cain
7516 Scarface Road
Gazelle, CA 96034

When recorded return to:

Siskiyou County Board of Supervisors

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2001121310000
Date: 13-DEC-2001
Time: 11:49:04 A
Total Fees: \$.00
Book and Page:
Paid in Full

AGRICULTURAL PRESERVE CONTRACT AMENDMENT

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



Bill Hoy, Chair, Siskiyou County Board of Supervisors

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

October 16, 2001

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

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Erickson/Smith

AYES: Hoy, Erickson,
Overman and Smith

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

13th day of December, 20 01

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

By: Laura Bynum
Deputy Clerk

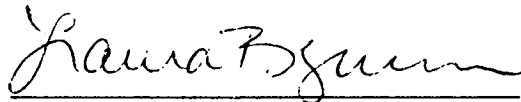
These minutes are subject to change when read by the Board of Supervisors

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On November 26, 2001, before me, Laura Bynum, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, 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 13, 2001



Laura Bynum, Deputy

(Seal)

Recorded at the request of the
Siskiyou County Planning Department

APA-01-06

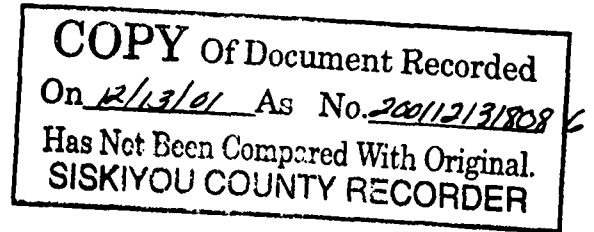
Assessor's Parcel Numbers:
022-050-180, 022-050-230,
022-050-300, 022-050-310
022-050-320

For:

James A. Cain
7516 Scarface Road
Gazelle, CA 96034


When recorded return to:

Siskiyou County Board of Supervisors



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Bill Hoy, Chair, Siskiyou County Board of Supervisors

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

October 16, 2001

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

ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Erickson/Smith

AYES: Hoy, Erickson,
Overman and Smith

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STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

13th day of December, 20 01

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

By: Laura Bynum
Deputy Clerk

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

[illegible]

On November 26, 2001, before me, Laura Bynum, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, 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 13, 2001


Laura Bynum, Deputy

(Seal)

- Recorded at the request of the
Siskiyou County Planning Department

APA-01-06

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022-150-300, 02-150-310
022-150-320

For:

James A. Cain
7516 Scarface Road
Gazelle, CA 96034

When recorded return to:

Siskiyou County Board of Supervisors

*APN's incorrect
please re-record*

COPY Of Document Recorded

On 10-24-2001 As No. 200109415390

Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

*Should be
022-050 ch
Sandy!
Lori*

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

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COUNTY OF SISKIYOU, STATE OF CALIFORNIA

October 16, 2001

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ABSENT: None

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION:

Erickson/Smith

AYES: Hoy, Erickson,
Overman and Smith

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on October 16, 2001.

c: File

Witness my hand and seal this

22nd day of October, 20 01

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

By: Laura Bynum
Deputy Clerk

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

Assessor's Parcel Numbers:

When recorded mail to:

County Clerk, Siskiyou County

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2001110215997
Date: 02-NOV-2001 Time: 04:11:46 P
Book and Page:
Total Fees: \$.00 Paid

**NOTICE OF NON-RENEWAL OF
AGRICULTURAL PRESERVE CONTRACT**

If either Party desires in any year not to renew the contract, that party must serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date, or by the County at least 60 days prior to the renewal date, the contract is considered renewed. See Government Code Section 51245 and Section 3 of your Land Conservation Contract.

By the signature(s) provided hereon, I/we hereby provide Notice of Non-Renewal of the Agricultural Preserve Contract for the property described below, in accordance with Section 3 of said Contract.

OWNER(S) NAME

AS RECORDED:

James A Cain

(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF

OWNER(S):

7516 Scarface Rd.

Hayella Ca 96034

Date of Recording of Land Conservation

Contract (Agricultural Preserve Contract): 12-18-96 Contract Number: 494

Recorded at: _____ Volume _____ Page _____ Official Records; or

Document Number 96015535 Official Record.

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

Designated Agent: _____

Mailing Address: _____

DESCRIPTION OF PROPERTY: Attach a separate page providing a legal description of the parcel. The legal description must be typed on plain white paper with one-inch borders, accompanied by a map showing the parcel as depicted on the legal description. (If Notice of Non-Renewal is for property that is less than the total property that is the subject matter of that contract which is recorded at the location set forth above, list Assessor's Parcel Number and acreage in the space provided to indicate that for which a Notice of Non-Renewal is intended):

I declare under penalty of perjury that the information contained in the notice of Non-Renewal is true and correct. If any information is not true and correct, I agree to pay to the County of Siskiyou all the costs incurred to correct the records concerning the Land Conservation Contract and any and all cost of collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

SIGNATURE OF OWNER(S)

James A. Cain

Notarized Signature Required.
Attach Notary Certificate Here.

ATTEST:

COLLEEN BAKER, Clerk
Board of Supervisors

By: Laura B. Bynum
Deputy

**Land Conservation Contract No. APA2001
(Humanity for Horses)**

This Land Conservation Contract, Made And Executed This 1st day of December, 2020 by and between Humanity for Horses, hereinafter referred to as the "OWNER", and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", hereby agree as follows:

New Land Conservation Contract

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

Section 2. Term. This Contract shall take effect on January 1, 2021, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. Renewal. Notice of Non-Renewal. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless a written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

Section 4. Authorized Uses. During the term of this Contract, and any and all renewals thereof, the premises shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and for compatible uses as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. No buildings or structures shall be erected upon the premises, except such buildings and structures as are directly related to authorized uses of the premises as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract

Section 5. Addition or Elimination of Authorized Uses. The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract, or any renewals thereof, amend the Resolution establishing the uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

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

Section 7. Eminent Domain.

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

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

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

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

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

Section 9. Termination of Contract by the County. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-

appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

Section 10. Cancellation.

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

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

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

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

Section 11. Distribution of Deferred Taxes. On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

Section 12. Division of Land - New Contracts. In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.

Section 13. Division of Land - Minimum Size Parcels. The OWNER shall not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

Section 14. Contracts Binds Successors. The term "OWNER" as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

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

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

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

Section 15. Removal of Land from Preserve. Removal of any land under this Contract from an Agricultural Preserve either by change of boundaries of the Preserve or disestablishment of the Preserve shall be the equivalent of a Notice of Non-Renewal by the County.

Section 16. Conveyance Contrary to the Contract. Any conveyance, contract or authorization (whether oral or written) by the OWNER or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this contract, or any renewal thereof, may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

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

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

Section 19. Notice. Any notice given pursuant to this Contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid.

Notice to the County shall be addressed as follows:

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

Notice to the OWNER shall be addressed as follows:


Humanity for Horses
PO Box 1510
Mount Shasta CA 96067-1510

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

OWNER:

Existing APN: 022-221-180, 022-250-650, 022-250-670, 022-250-020 (portion)

Humanity for Horses

By: 
Dylan Coleman, President

Place Notary Certificate Here

see attached

Attest:

See next page
Clerk

County of Siskiyou, Board of Supervisors

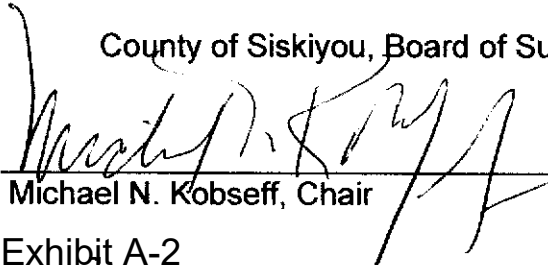

Michael N. Kobseff, Chair

Exhibit A-2

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On December 29, 2020, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Michael N. Kobseff, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: December 29, 2020

By: Wendy Winningham
Wendy Winningham, Deputy

(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Siskiyou

On Dec 9, 2020 before me, Terri Mazingo, Notary Public,
(Here insert name and title of the officer)

personally appeared Dylan Coleman

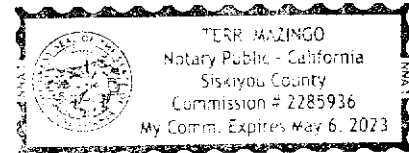
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Terri Mazingo
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. verifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Land Conservation
(Title or description of attached document)
Contract
(Title or description of attached document continued)

Number of Pages 108 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☒ Individual (A)
☐ Corporate Officer

(Title)

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

Exhibit "A"
Land Conservation Contract APA2001
(Humanity for Horses)
Assessor's Parcel Numbers and Contract Numbers Before Rescission

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

Assessor's Parcel Number	Assessor Contract Number	Clerk Contract Number	Recordation Number	Acreage
022-221-180	74002	198	Volume 704, Page 309	320
022-250-610	74002	198	Volume 704, Page 309	51.4
022-250-650	74002	198	Volume 704, Page 309	186.98
022-250-670	74002	198	Volume 704, Page 309	54.04
022-250-020	72004	85	Vol. 621, Page 131	162.8

All of the above Assessor's Parcel Numbers consisting of approximately 723.82 acres are included in this new contract, except for a \pm 117.11-acre portion of Assessor's Parcel Number 022-250-020 pursuant to the Boundary Line Adjustment project BLA-19-37.

Exhibit "B"
Land Conservation Contract APA2001
(Humanity for Horses)
Legal Description of Property to be Included

An area of land located in Sections 19 and 30, Township 43 North, Range 6 West, Mount Diablo Base and Meridian, in the unincorporated territory of **Siskiyou County, California**, being more particularly described as follows:

The West One-half of Section 19,
the West One-half of Section 30, and
the Northeast One-quarter of Section 30.

Exception 1

EXCEPTING therefrom the east four hundred and thirty-seven feet (437.00') of the said West One-half of Section 19;

Exception 2

ALSO EXCEPTING therefrom Government Lots 1 through 4 of the said West One-half of Section 30;

Exception 3

ALSO EXCEPTING therefrom any portion the said West One-half of Section 30 lying south of the center of the County Road known as "Scarface Road", County Road Number 5G005.

Exception 4

ALSO EXCEPTING therefrom all of the said Northeast One-quarter of Section 30 lying East of the following described line:

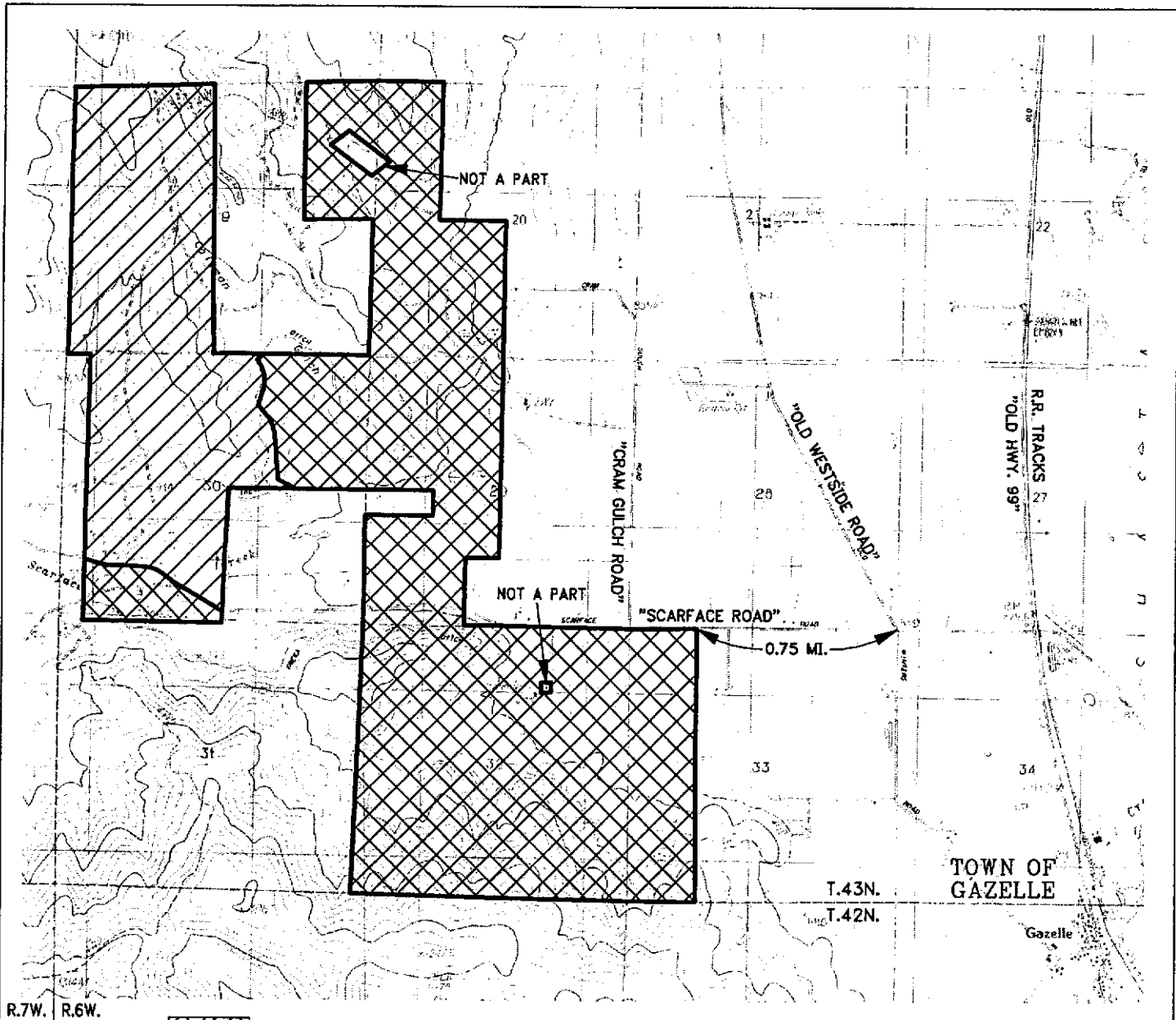
Commencing at the East One-quarter Corner of said Section 30;

Thence, along the South line of the said Northeast One-quarter of Section 30, North 89° 58' 19"

West, a distance of 1368.11 feet to the **Point of Beginning** for this line description;
Thence North 11° 15' 47" West, a distance of 15.44 feet;
Thence North 64° 42' 01" West, a distance of 382.35 feet;
Thence North 5° 02' 51" West, a distance of 915.35 feet;
Thence North 16° 23' 27" West, a distance of 276.00 feet;
Thence North 38° 00' 45" West, a distance of 397.35 feet;
Thence North 16° 35' 15" East, a distance of 387.35 feet;
Thence North 0° 45' 53" East, a distance of 220.11 feet;
Thence North 20° 31' 37" West, a distance of 194.44 feet;
Thence North 35° 07' 24" West, a distance of 143.44 feet;

Thence North 33° 20' 32" East, a distance of 142.64 feet to the north line of the said Northeast One-quarter of Section 30 and the **Terminus** of this line description.

Bearings, distances, and corners for this Exception 4 description are based on that certain map on file in the Office of the Siskiyou County Recorder in Book 20 of Record Surveys at page 155.



R.7W. R.6W.



INDICATES PROPOSED BOUNDARY OF CONTRACT NO. 72004
ACRES: ORIGINAL = 1589.0; CURRENT = 1556.8; PROPOSED = 1565.97

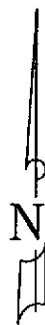


INDICATES PROPOSED BOUNDARY OF CONTRACT NO. 74002
ACRES: ORIGINAL = 640.0; CURRENT = 667.26; PROPOSED = 658.09



DATE: NOV. 20, 2020

0 3000
SCALE: 1" = 3000'



PREPARED BY:
AL MORRIS LAND SURVEYING
P.O. BOX 60
GAZELLE, CA 96024
(530) 643-0025

AG PRESERVE CONTRACTS MAP

FOR

SHASTA RANCH PROPERTY LLC,
SHASTA NORTH PARCEL B LLC,
and HUMANITY FOR HORSES

LOCATED IN SECTIONS 19, 20, 29,
30, 32, AND 33, T.43N, R.6W., M.D.B. & M.,
IN THE UNINCORPORATED TERRITORY OF
SISKIYOU COUNTY, STATE OF CALIFORNIA

DATE: NOV. 2020 SCALE: 1" = 3000'

AG PRESERVE Vicinity 2.gxd

SHEET 1 OF 1 JOB.NO. 19-1008 SCAR2007.DAT

Exhibit A-2

By: Wendy D. O'Neil
Deputy

Resolution No. 20-179

**Resolution of the Siskiyou County Board of Supervisors Approving
an Amendment to Two Existing Agricultural Preserves
Under Application APA-20-01**

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

Whereas, Humanity for Horses and Shasta Farm Property LLC own property that was placed in an Agricultural Preserve through Board Resolution No. 404, Book 2 on January 28, 1969; and

Whereas, Humanity for Horses and Shasta North Parcel B LLC own property that was placed in an Agricultural Preserve through Board Resolution No. 356, Book 5 on January 30, 1974; and

Whereas, a Boundary Line Adjustment application (BLA-19-37) was submitted to the County on August 11, 2020, that proposes to transfer approximately 117.11 acres of land owned by Humanity for Horses located in the agricultural preserve established through Board Resolution No. 356, Book 5, to Shasta North Parcel B LLC, to add to land located in the agricultural preserve established through Board Resolution No. 404, Book 2; and

Whereas, the properties involved in BLA-19-37 are within existing duly established Agricultural Preserves and the subject owners have applied to transfer portions of said properties between the two different duly established Agricultural Preserves; and

Whereas, in order for the Deputy Director of Planning to administratively approve BLA-19-37, the Board of Supervisors would need to first approve the proposed modifications to said preserves; and

Whereas, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on September 15, 2020, it is in the best interest of the County and subject property owners to amend the boundaries of the existing Agricultural Preserves to reflect the proposed property transfer (BLA-19-37); and

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

Whereas, the draft Administrative Staff Report prepared for BLA-19-37 contains a detailed analysis of how said application complies with Government Code Section 51257(a), and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on September 15, 2020; and

Whereas, the proposed Agricultural Preserves comply with the minimum agricultural preserve size pursuant to Government Code Section 51230, and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012 and amended on September 15, 2020; and

Whereas, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Report prepared for BLA-19-37 and concurs with the draft findings contained therein; and

Whereas, the new contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts; and

Exhibit A-2

Whereas, there would be no net decrease in the amount of the aggregate acreage subject to the existing and proposed contracts; and

Whereas, at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts; and

Whereas, the resulting legal lot areas subject to contract would be large enough to sustain qualifying agricultural uses; and

Whereas, boundary line adjustment BLA-19-37 would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to contract(s); and

Whereas, the proposed boundary line adjustment is not likely to result in the removal of adjacent land from agricultural uses; and

Whereas, the proposed boundary line adjustment would not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan; and

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

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

Be It Further Resolved that the Board of Supervisors approves the amendments to the Agricultural Preserves under application APA-20-01 subject to the following conditions:

- (a) The property owners must mutually agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new Williamson Act contracts; and
- (b) In the event that the property in question is not transferred and the approval of BLA-19-37 lapses, this amendment to the existing Agricultural Preserves shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

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

It Is Hereby Certified that the foregoing Resolution No. 20-179 was duly adopted on a motion by Supervisor Kobseff and seconded by Supervisor Haupt, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 1st day of Dec, 2020, by the following vote:

AYES: Supervisors Criss, Haupt, Valenzuela, Nixon and Kobseff

NOES: None

ABSENT: None

ABSTAIN: None

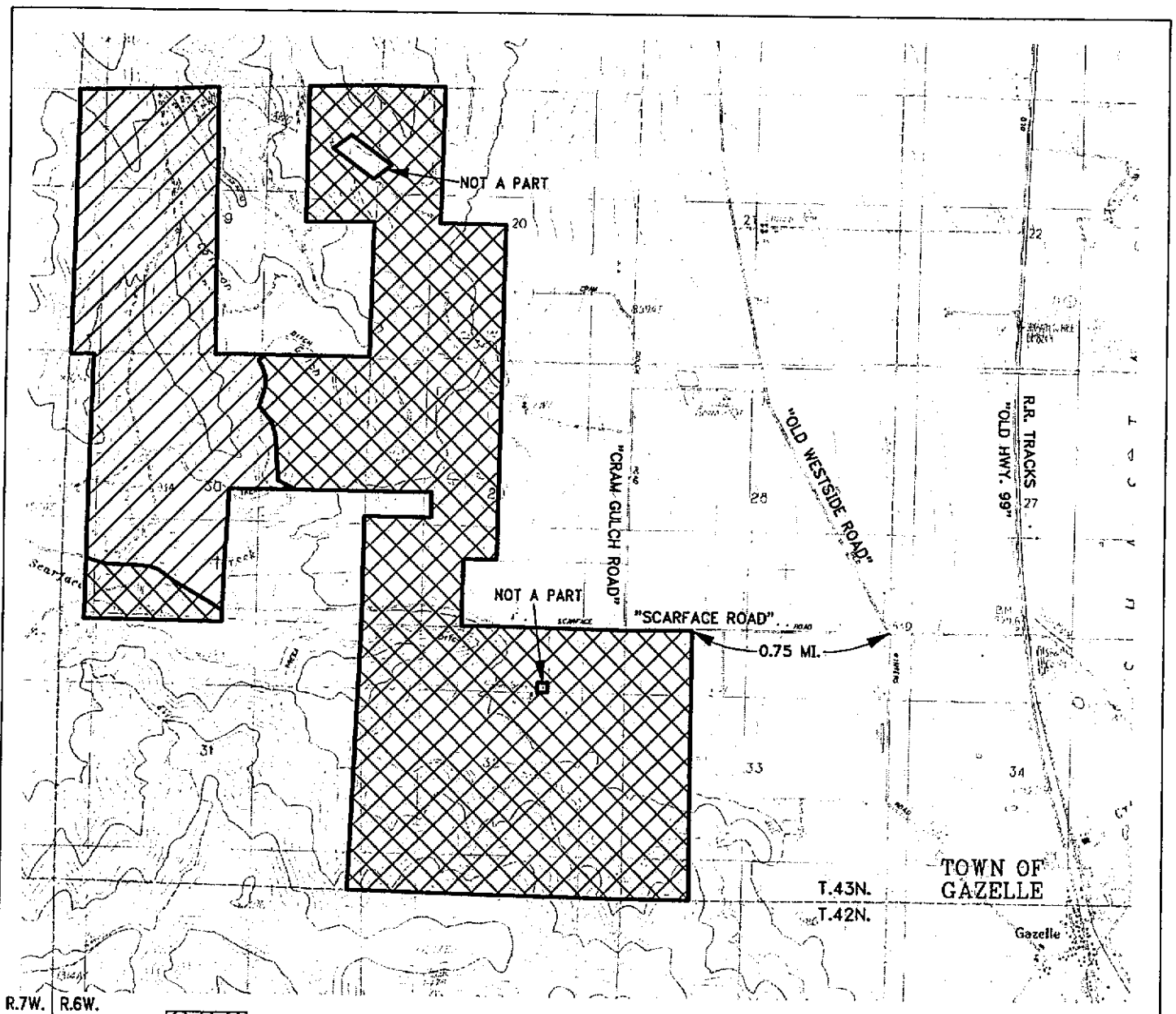



Michael Kobseff, Chair
Board of Supervisors

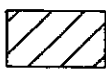
ATTEST:

Laura Bynum, Clerk
Board of Supervisors

By Wendy L. Bynum
Deputy

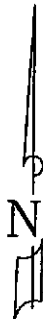


 INDICATES PROPOSED BOUNDARY OF CONTRACT NO. 72004
ACRES: ORIGINAL = 1569.0; CURRENT = 1556.8; PROPOSED = 1565.97

 INDICATES PROPOSED BOUNDARY OF CONTRACT NO. 74002
ACRES: ORIGINAL = 640.0; CURRENT = 667.26; PROPOSED = 658.09



0 3000
SCALE: 1" = 3000'



AG PRESERVE CONTRACTS MAP

FOR

SHASTA RANCH PROPERTY LLC,
SHASTA NORTH PARCEL B LLC,
and HUMANITY FOR HORSES

LOCATED IN SECTIONS 19, 20, 29,
30, 32, AND 33, T.43N, R.6W., M.D.B. & M.,
IN THE UNINCORPORATED TERRITORY OF
SISKIYOU COUNTY, STATE OF CALIFORNIA

DATE: NOV. 2020 SCALE: 1" = 3000'

AG PRESERVE Vicinity 2.gxd

SHEET 1 OF 1 JOB.NO. 19-1008 SCAR2007.DAT

DATE: NOV. 20, 2020

PREPARED BY:
AL MORRIS LAND SURVEYING
P.O. BOX 60
GAZELLE, CA 96034
(530) 643-0023

Exhibit A-2

By: Wendy J. J.
Deputy

Resolution No. 20-180

**Resolution of the Siskiyou County Board of Supervisors Approving
THE Rescission and Re-Entry of Existing Williamson Act Contracts
Under Application APA-20-01**

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

WHEREAS, Humanity for Horses and Shasta North Parcel B LLC own property that was originally placed in a Williamson Act contract on February 25, 1972; and

WHEREAS, Humanity for Horses and Shasta Farm Property LLC owns property that was originally placed in an amended Williamson Act contract on February 20, 1974; and

WHEREAS, a Boundary Line Adjustment application (BLA-19-37) was submitted to the County on August 11, 2020, that proposes to transfer approximately 117.11 acres of land owned by Humanity for Horses to Shasta North Parcel B; and

WHEREAS, the property involved in BLA-19-37 is within an existing duly established Williamson Act contract and the subject ownership transfer would add said property to a property that is subject to a different duly established Williamson Act contract; and

WHEREAS, in order for the Deputy Director of Planning to approve BLA-19-37, the Board of Supervisors would need to first make certain findings and approve the rescission of the subject contracts and re-entry into new Williamson Act contracts; and

WHEREAS, pursuant to the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012, in order to allow the transfer of property, the area subject to each Williamson Act contract must be changed to reflect the property transfer subject to approval in BLA-19-37; and

WHEREAS, the draft Administrative Staff Report prepared for BLA-19-37 contains a detailed analysis of how said application complies with Government Code Section 51257(a), and the *Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts*, as adopted by the Siskiyou County Board of Supervisors on February 7, 2012; and

WHEREAS, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Report prepared for BLA-19-37 and concurs with the draft findings contained therein; and

WHEREAS, the new contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts; and

WHEREAS, there would be no net decrease in the amount of the aggregate acreage subject to the existing and proposed contracts; and

WHEREAS, at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts; and

WHEREAS, the resulting legal lot areas subject to contract would be large enough to sustain qualifying agricultural uses; and

WHEREAS, boundary line adjustment BLA-19-37 would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to contract(s); and

WHEREAS, the boundary line adjustment is not likely to result in the removal of adjacent land from agricultural uses; and

WHEREAS, the boundary line adjustment would not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan; and

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

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

BE IT FURTHER RESOLVED that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contracts under application APA-20-01 subject to the following conditions:

- (a) The property owners must mutually agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new contracts; and
- (b) In the event that the property in question is not transferred and the approval of BLA-19-37 lapses this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

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

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

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

BE IT FURTHER RESOLVED that County staff is directed to record said Williamson Act contracts at the earliest opportunity once completed and concurrently with the recordation of BLA-19-37.

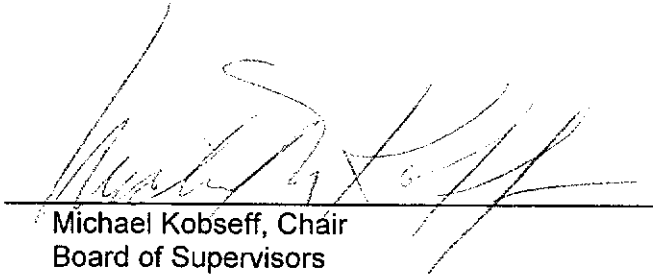
IT IS HEREBY CERTIFIED that the foregoing Resolution No. 20-180 was duly adopted on a motion by Supervisor Kobseff and seconded by Supervisor Haupt, at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on the 1 st day of Dec, 2020, by the following vote:

AYES: Supervisors Criss, Haupt, Valenzuela, Nixon and Kobseff

NOES: None

ABSENT: None

ABSTAIN: None

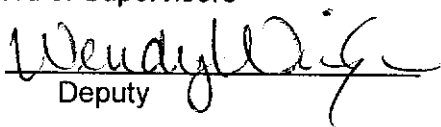


Michael Kobseff, Chair
Board of Supervisors

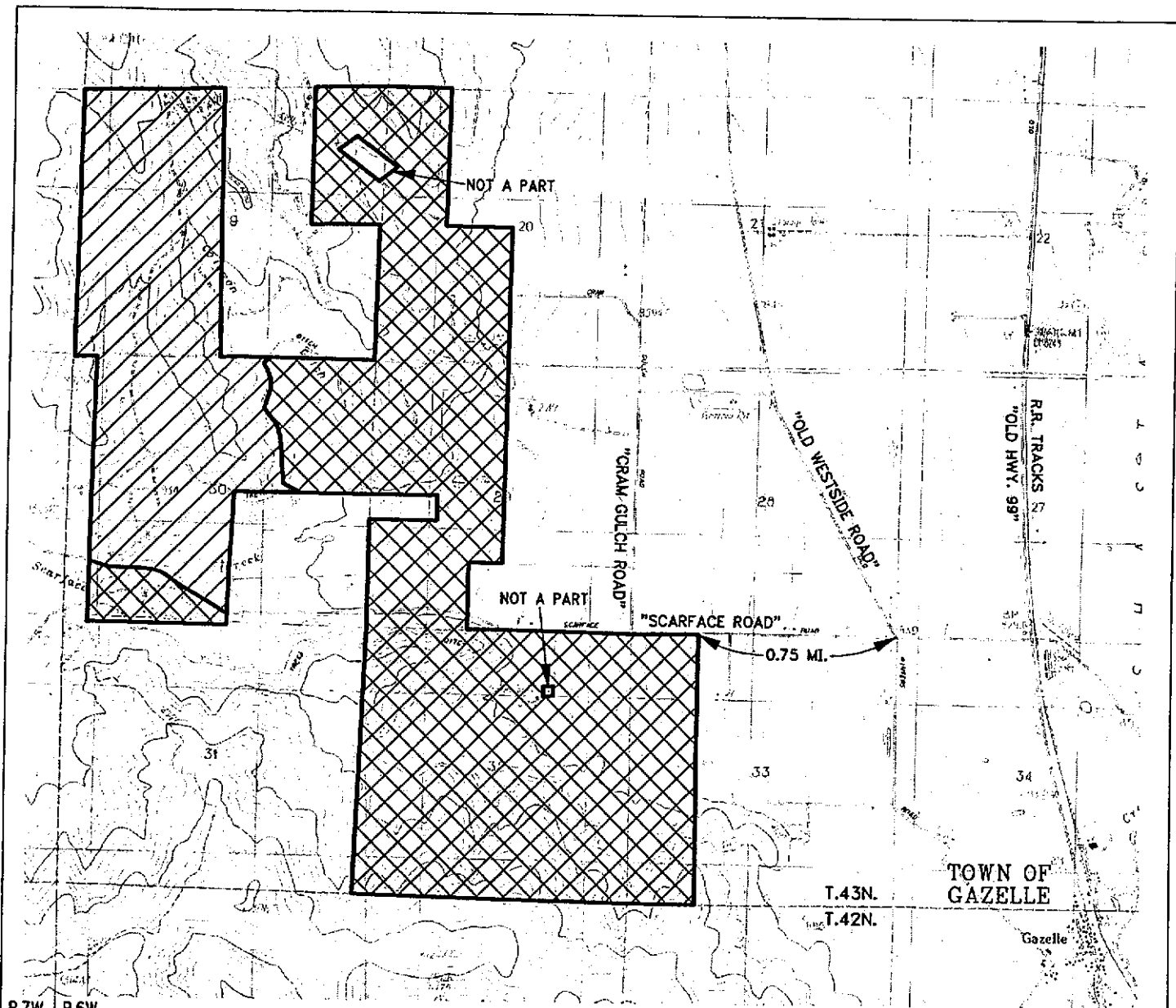
ATTEST:

Laura Bynum, Clerk
Board of Supervisors


By



Deputy



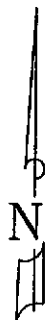
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DATE: NOV. 20, 2020

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SCALE: 1"= 3000'



PREPARED BY:
AL MORRIS LAND SURVEYING
P.O. BOX 60
GAZELLE, CA 96034
(530) 643-0023

Exhibit A-2

AG PRESERVE CONTRACTS MAP

FOR

SHASTA RANCH PROPERTY LLC,
SHASTA NORTH PARCEL B LLC,
and HUMANITY FOR HORSES

LOCATED IN SECTIONS 19, 20, 29,
30, 32, AND 33, T.43N, R.6W., M.D.B. & M.,
IN THE UNINCORPORATED TERRITORY OF
SISKIYOU COUNTY, STATE OF CALIFORNIA

DATE: NOV. 2020 SCALE: 1"= 3000'
AG PRESERVE Vicinity 2.grd
SHEET 1 OF 1 JOB.NO. 19-1008 SCAR2007.DAT

State of California, County of Siskiyou
Board of Supervisors
Minute Order, December 1, 2020

Public Hearings - Community Development - Planning - Continued public hearing to consider Resolutions proposing amendments to two agricultural preserves and rescission of two Williamson Act contracts with subsequent re-entry in order to effect a proposed boundary line adjustment (BLA1937) between agricultural properties, located north of Scarface Road, approximately 3 miles northwest of Gazelle on APNs 022-250-070, 022-250-080, 022-221-210, 022-250-020, 022-250-360, 022-221-180, 022-250-610, 022-250-650, 022-250-670, and 022-250-690; T43N, R6W, S19, 20, 29, 30, 32, & 33 MDB&M, for the Humanity For Horses-Shasta Farm Property West, LLC project (APA2001). Resolutions 20-179 and 20-180 adopted.

This was the time set for a continued public hearing to consider Resolutions proposing amendments to two agricultural preserves and rescission of two Williamson Act contracts with subsequent re-entry in order to effect a proposed boundary line adjustment (BLA1937) between agricultural properties, located north of Scarface Road, approximately 3 miles northwest of Gazelle on APNs 022-250-070, 022-250-080, 022-221-210, 022-250-020, 022-250-360, 022-221-180, 022-250-610, 022-250-650, 022-250-670, and 022-250-690; T43N, R6W, S19, 20, 29, 30, 32, & 33 MDB&M, for the Humanity For Horses-Shasta Farm Property West, LLC project (APA2001), having been continued from November 10, 2020.

Supervisor Criss recused himself from consideration of this item, advising that, although he has no interest in the current agenda item, he and his family are holders of Williamson Act (WA) contracts. Supervisor Criss was muted/logged off of the ZOOM/telephonic meeting and not able to participate in the agenda item.

Chair Kobseff opened the public hearing.

Associate Planner Rachel Jereb provided a staff report, advising that amendment to two existing Agricultural Preserves and rescission and re-entry of Williamson Act contracts was necessary to effectuate a boundary line adjustment for the Humanity For Horses-Shasta Farm Property West, LLC project. Ms. Jereb further advised that the boundary line adjustment would not increase or decrease the acreage currently in the Agricultural Preserve/Williamson Act contracts and recommended that the project be exempt from the California Environmental Quality Act (CEQA) per the Open Space Easements or Contracts section. Ms. Jereb requested that the Resolution entitled: Resolution approving the rescission and re-entry of existing Williamson Act Contracts under application APA-20-01, be amended to correct BLA1816, at the bottom of Resolution page 2n, to read BLA19-37.

In response to Chair Kobseff, Deputy County Clerk Wendy Winningham advised that the Clerk's Office had not received correspondence related to the project.

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

It was moved by Supervisor Kobseff and seconded by Supervisor Haupt to determine the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, Open Space Easement or Contracts; and adopt Resolution 20-179 amending the existing Agricultural Preserves and adopt Resolution 20-180 approving the rescission and re-entry of the application Williamson Act contracts, amended to correct BLA1816 to read: BLA19-37. Following a roll call vote with Supervisors Haupt, Valenzuela, Nixon and Kobseff voting YES and Supervisor Criss RECUSED, the motion carried.

Supervisor Criss logged back in to the ZOOM/teleconference meeting.

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

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

By: Wendy D. Bynum
Deputy



Cert M.O. to
Record

FEB 25 1972

Vol.
RECORDER

651 Page 62
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)

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

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: Ted W Burton
OWNER/OWNERS SIGNATURE: Patricia D Swanson

OWNER/OWNERS SIGNATURE

Barbara Richardson Lynda See and Timothy Burton signed (by Lynda See) Timothy Burton
 5940R 646 - 5940R 648 - 5940R 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: _____

Siskiyou County Recorder
Mike Mallory, Recorder

DOC - 12-0012382
Tuesday, DEC 11, 2012 09:12:48
Ttl Pd \$0.00 Nbr-0000222741
JES/C2/1-24

**Recorded at the request of the
Siskiyou County Board of Supervisors**

When Recorded Return to:

Siskiyou County Clerk
510 North Main Street
Yreka, CA 96097

WILLIAMSON ACT LAND CONSERVATION CONTRACT AMENDMENT APA-12-03

The attached new Land Conservation Contract entered into by and between the County of Siskiyou and Steven F. Burton, Trustee of the Steven F. Burton 2005 Revocable Separate Property Trust as to an undivided 44.25% interest; Kathleen G. Burton, a married woman as her sole and separate property as to an undivided 44.25% Interest; Lynda See, an unmarried woman as to an undivided 3% Interest and Ann D. Burton, Trustee of the Ann D. Burton 2004 Revocable Trust as to an undivided 8.5% Interest ("Owner") amends the following Land Conservation Contract(s) by rescinding Owner's land that was subject to the following Contract(s) in order to simultaneously enter into the attached new Land Conservation Contract over the same land; pursuant to Government Code sections 51200 et seq. and the Siskiyou County "Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts" (version of October 2011 as adopted on February 7, 2012). The legal description of Owner's contracted land is in "Exhibit A Legal Description" of the attached new contract.

Affects the following Assessor's Parcels and recorded Contracts:

Assessor's Parcel Number	Recordation Number
014-240-160	Vol 651 page 62
014-320-020	Vol 651 page 62
014-320-130	Vol 651 page 62
014-320-140	Vol 651 page 62
014-320-150	Vol 651 page 62
014-320-160	Vol 651 page 62
014-350-060	Vol 651 page 62
038-080-020	Vol 772 page 159
014-310-100	Vol 774 page 329
014-310-110	Vol 774 page 329
014-310-390	Vol 774 page 329
014-310-420	Vol 774 page 329
038-070-010	89000873
038-070-160	89000873
038-070-190	89000873
038-080-030	89000873
038-080-040	89000873

RECORDING REQUESTED BY:
Siskiyou County Board of Supervisors

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

LAND CONSERVATION CONTRACT NO. APA-12-03
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 agricultural land has definite public value as Open Space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

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

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

LAND CONSERVATION CONTRACT NO. APA-12-03

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS 9th day of October, 2012, by and between Steven F. Burton, Trustee of the Steven F. Burton 2005 Revocable Separate Property Trust as to an undivided 44.25% interest; Kathleen G. Burton, a married woman as her sole and separate property as to an undivided 44.25% Interest; Lynda See, an unmarried woman as to an undivided 3% Interest and Ann D. Burton, Trustee of the Ann D. Burton 2004 Revocable Trust as to an undivided 8.5% Interest, hereinafter referred to as the Owner and the COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as the County hereby agree as follows:

RESCISSION OF LAND CONSERVATION CONTRACTS

SECTION A. Owner and County hereby agree that Owner's land subject to Land Conservation Contract No. 82 is hereby rescinded from Contract No. 82 in order to simultaneously enter into the following new Land Conservation Contract over the same land and additional contracted land. Contract No. 82 remains in full force and effect as it pertains to the remaining land subject to Contract No. 82. Contract No. 82 is also known as Assessor's Contract No. 72025 and is recorded at Vol 651, Pages 62 through 98 of the Official Records of Siskiyou County. Owner's land that was subject to Contract No. 82 is more particularly described in Exhibit A attached hereto.

SECTION B. Owner and County hereby agree that Land Conservation Contract No. 83 is hereby rescinded in order to simultaneously enter into the following new Land Conservation Contract over the same land and additional contracted land. Contract No. 83 also known as Assessor's Contract No. 74025(9474) and is recorded at Vol 772 Pages 159 through 172 of the Official Records of Siskiyou County. Owner's land that was subject to Contract No. 83 is approximately 240 acres and is more particularly described in Exhibit A attached hereto.

SECTION C. Owner and County hereby agree that Owner's land subject to Land Conservation Contract No. 84 is hereby rescinded from Contract No. 84 in order to simultaneously enter into the following new Land Conservation Contract over the same land and additional contracted land. Contract No. 84 remains in full force and effect as it pertains to the remaining land subject to Contract No. 84. Contract No. 84 is also known as Assessor's Contract No. 77003 and is recorded at Vol 774, Pages 329 through 359 of the Official Records of Siskiyou County. Owner's land that was subject to Contract No. 84 is approximately 382.9 acres and is more particularly described in Exhibit A attached hereto.

SECTION D. Owner and County hereby agree that Land Conservation Contract No. 143 is hereby rescinded in order to simultaneously enter into the following new Land Conservation Contract over the same land and additional contracted land. Contract No. 143 is also known as Assessor's Contract No. 89007 and is Recordation Number 89000873 of the Official Records of Siskiyou County. Owner's land that was subject to Contract No. 143 is approximately a 9.7 acre portion of Assessor's Parcel No. 024-400-180 and is more particularly described in Exhibit A attached hereto.

NEW LAND CONSERVATION CONTRACT

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

SECTION 2. TERM. This Contract shall take effect on January 1, 2012, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless a written Notice of Non-Renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written Notice of Non-Renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a Notice of Non-Renewal to either party be required to effectuate the automatic renewal of this Contract.

SECTION 4. AUTHORIZED USES. During the term of this Contract, and any and all renewals thereof, the premises shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and for compatible uses as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. No buildings or structures shall be erected upon the premises, except such buildings and structures as are directly related to authorized uses of the premises as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract.

SECTION 5. ADDITION OR ELIMINATION OF AUTHORIZED USES. The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract, or any renewals thereof, amend the Resolution establishing the uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts to add or eliminate authorized uses at the sole discretion of the Board of Supervisors. This contract is subject to all such provisions as they now exist and as may hereafter be amended. An OWNER reserves the right to not to consent to any future amendment by filing a Notice of Non-Renewal as detailed herein in which case the existing rules shall apply during the term of the non-renewal.

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

SECTION 7. EMINENT DOMAIN.

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

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

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

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

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

SECTION 9. TERMINATION OF CONTRACT BY COUNTY. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the

Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

SECTION 10. CANCELLATION.

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

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

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

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

SECTION 11. DISTRIBUTION OF DEFERRED TAXES. On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

SECTION 12. DIVISION OF LAND - NEW CONTRACTS. In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.

SECTION 13. DIVISION OF LAND - MINIMUM SIZE PARCELS. The OWNER SHALL not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

SECTION 14. CONTRACTS BINDS SUCCESSORS. The term OWNER as used in this contract shall include the singular and plural and the heirs, executors, administrators, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither the OWNER nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

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

SECTION 15. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an Agricultural Preserve either by change of boundaries of the Preserve or disestablishment of the Preserve shall be the equivalent of a Notice of Non-Renewal by the County.

SECTION 16. CONVEYANCE CONTRARY TO THE CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the OWNER or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this contract, or any renewal thereof, may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

SECTION 17. OWNER TO PROVIDE INFORMATION. The OWNER, upon request of the County, shall provide information relating to the OWNER'S obligations under this Contract.

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

SECTION 19. NOTICE. Any notice given pursuant to this Contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid.

Notice to the County shall be addressed as follows:


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

Notice to the Owner shall be addressed as follows:

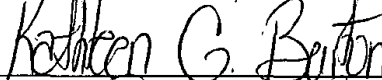
Steven F. Burton, Trustee; et al.
Forest House Ranch
P.O. Box 363
Yreka, CA 96097

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

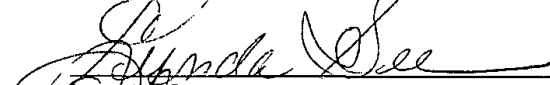
OWNER:



Steven F. Burton, Trustee



Kathleen G. Burton



Lynda See

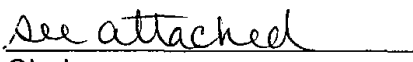


Ann D. Burton, Trustee

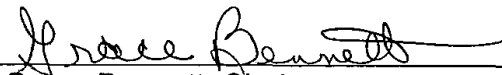
PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors



Clerk *acknowledgment*



Grace Bennett, Chair

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On November 20, 2012, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Grace Bennett, 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 SETZER, County Clerk
and ex-Officio Clerk of the Board

Dated: November 26, 2012

By: Wendy Winningham
Wendy Winningham, Deputy

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Siskiyou

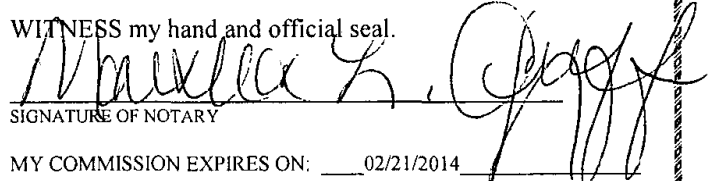
} SS:

On October 2, 2012, before me,
Marsha L. Griffin,
a Notary Public, personally appeared,
Steven F. Burton, Kathleen G. Burton and Ann D. Burton, a
Notary Public, personally appeared, personally appeared _____
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the
instrument.



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

WITNESS my hand and official seal.


SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: 02/21/2014

(SEAL)

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO } SS.

On SEPT. 26 . 2012, before me, SATCHIN DEO, Notary Public,
DATE

personally appeared LYNDA SEE, who proved to me on the

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

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

WITNESS my hand and official seal.



Satchin Deo

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Preamble to Land Conservation Contract
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

CONSENT OF LIENHOLDER

No lienholders

The undersigned, a lienholder against the property owned by Steven F. Burton, Trustee (undivided 44.25% interest); Kathleen G. Burton (undivided 44.25 % interest); Lynda See (undivided 3% interest); and Ann D. Burton, Trustee (undivided 8.5% interest) and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents to its lien on the property described be subordinated to this agreement.

DATE: This _____ day of _____, 2012.

Lienholder

PLACE NOTARY CERTIFICATE HERE

EXHIBIT "A"
ASSESSOR'S PARCEL NUMBERS and CONTRACT NUMBERS

Assessor's Parcel Numbers and Contract Numbers listed below:

Assessor's Parcel Number	Assessor Contract Number	Clerk Contract Number	Recordation Number
014-240-160	72025	82	Vol 651 page 62
014-320-020	72025	82	Vol 651 page 62
014-320-130	72025	82	Vol 651 page 62
014-320-140	72025	82	Vol 651 page 62
014-320-150	72025	82	Vol 651 page 62
014-320-160	72025	82	Vol 651 page 62
014-350-060	72025	82	Vol 651 page 62
038-080-020	72025 (9474)	83	Vol 772 page 159
014-310-100	77003	84	Vol 774 page 329
014-310-110	77003	84	Vol 774 page 329
014-310-390	77003	84	Vol 774 page 329
014-310-420	77003	84	Vol 774 page 329
038-070-010	89007	143	89000873
038-070-160	89007	143	89000873
038-070-190	89007	143	89000873
038-080-030	89007	143	89000873
038-080-040	89007	143	89000873

**EXHIBIT "A" LEGAL DESCRIPTION
LAND CONSERVATION CONTRACT APA-12-03**

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

Grant Deed 09-0011588: BOUNDARY LINE ADJUSTMENT LEGAL DESCRIPTION

Parcel 2

Lots 1, 2, 3 and 4 of Section 18, Township 44 North, Range 7 West, Mount Diablo Meridian.

Excepting therefrom all that portion conveyed to the State of California for public highway purposes.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 53.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded February 28, 1963 in Book 486 Official Records, page 237.

Together with all that portion of the Southwest quarter of Section 7, Township 44 North, Range 7 West, Mount Diablo Meridian lying South of the following:

All that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 67.

APN: 014-320-130

Parcel 3

The North half of the Northeast quarter, the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 18, Township 44 North, Range 7 West, Mount Diablo Meridian.

Excepting therefrom all that portion conveyed to the State of California for public highway purposes.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 53.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded February 28, 1963 in Book 486 Official Records, page 237.

Together with all that portion of the Southeast quarter of Section 7, Township 44 North, Range 7 West, Mount Diablo Meridian lying South of the following:

All that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 67.

APN: 014-320-140

**EXHIBIT "A" LEGAL DESCRIPTION (cont.)
LAND CONSERVATION CONTRACT APA-12-03**

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

Grant Deed 09-0011588: Certification of Compliance Legal Description

Parcel 2

The East half of the Northwest quarter and the East half of the Southwest quarter of Section 18, Township 44 North, Range 7 West, Mount Diablo Meridian.

Excepting therefrom all that portion conveyed to the State of California for public highway purposes.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 53.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded February 28, 1963 in Book 486 Official Records, page 237.

APN: 014-320-150

Parcel 4

The South half of the Southeast quarter, the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 18, Township 44 North, Range 7 West, Mount Diablo Meridian.

APN:014-320-160

**EXHIBIT "A" LEGAL DESCRIPTION (cont.)
LAND CONSERVATION CONTRACT APA-12-03**

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

Grant Deed: 08-0010457 Legal Descriptions

Parcel 4:

The North half of Section 24, Township 44 North, Range 8 West, M.D.M.

APN: 014-240-160

Parcel 9B:

All of the South half lying South of California State Highway #3 and all that portion of the Northeast quarter lying South of the southerly line of California State Highway #3, all in Section 8, Township 44 North, Range 7 West, M.D.M.

Excepting therefrom all that portion of the South half of said Section 8, conveyed to the State of California for public highway purposes.

Also excepting therefrom all that portion of the Southwest quarter of Section 8, conveyed to Fred W. Burton and Ruth L. Burton by the deed recorded September 5, 1963 in Volume 493, page 703, Official Records, described as follows:

A parcel of land located in the SW $\frac{1}{4}$ of Section 8, T 44 N, R 7 W, M.D.M. and described as follows:

Beginning at an iron pipe on the North bank of Yreka Creek from which the corner common to Sections 7, 8, 17 & 18, T 44 N, R 7 W, M.D.M. bears S 21° 31' W a distance of 1424.80 feet;
Thence N 84° 22' 40" East along the North bank of Yreka Creek a distance of 175.01 feet to an iron pipe;
Thence N 6° 17' W a distance of 220.20 feet to an iron pipe on the southerly edge of old Highway No. 82;
Thence S 85° 38' 45" W along said old Highway a distance of 165.57 feet to an iron pipe;
Thence S 3° 50' 40" E a distance of 223.96 feet to the Point of Beginning.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded December 1, 1958 in Book 414 Official Records, page 72.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded December 19, 1964 in Book 723 Official Records, page 823.

APN: 014-310-390, 420

APN: 014-240-160 014-310-390 014-310-420

GrantDee

**EXHIBIT "A" LEGAL DESCRIPTION (cont.)
LAND CONSERVATION CONTRACT APA-12-03**

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

Grant Deed: 08-0007448 Legal Descriptions

Parcel 8B:

All of Section 7, Township 44 North, Range 7 West, M.D.M. lying South of the following:

All that real property described in the Grant Deed to the State of California, recorded December 1, 1958, in Book 414 Official Records, page 67.

APN: 014-310-100, 110

Parcel 11:

All of Section 17, Township 44 North, Range 7 West, M.D.M.

APN: 014-320-020

Parcel 12:

All of Section 31, Township 44 North, Range 7 West, M.D.M.

APN: 014-350-060

Parcel 15:

All that portion of the South one-half of Section 18, Township 44 North, Range 6 West, M.D.M., lying North of State Route 99.

Excepting therefrom any portion lying with "Old US 99."

Also excepting therefrom all that real property described in the Grant Deed to Beatrice S. Heft or John P. Heft, recorded December 11, 1947 in Book 218 Official Records, page 236.

Also excepting therefrom all that real property described in the Grant Deed to Charles Ogden Urquhart and Mary Margaret Urquhart, recorded March 6, 1948 in Book 222 Official Records, page 100.

Also excepting therefrom all that real property described in the Grant Deed to Eddie W. Cramer and/or Florence R. Fraxen, recorded March 10, 1949 in Book 238 Official Records, page 544.

**EXHIBIT "A" LEGAL DESCRIPTION (cont.)
LAND CONSERVATION CONTRACT APA-12-03**

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

Grant Deed: 08-0007448 Legal Descriptions (Continued)

Parcel 15 (cont.):

Also excepting therefrom all that real property described in the Grant Deed to Hansen, husband and wife, recorded January 23, 1951 in Book 271 Official Records, page 345.

Also excepting therefrom all that real property described in the Grant Deed to Fred W. Burton, Patricia G. Davidson, Barbara Lee Gregory, Timothy S. Burton, and Lynda Burton See, recorded December 28, 1966 in Book 538 Official Records, page 148.

Also excepting therefrom all that real property described in the Grant Deed to the State of California, recorded July 18, 1967 in Book 545 Official Records, page 870.

Also excepting therefrom Parcel 1 as shown on Parcel Map filed May 2, 1988 in Parcel Map Book 10, page 126.

APN: 038-070-010, 160, 190

Parcel 16A:

The Northeast quarter, and the East half of the Northwest quarter of Section 17, Township 44 North, Range 6 West, M.D.M.

038-080-020

Parcel 16B:

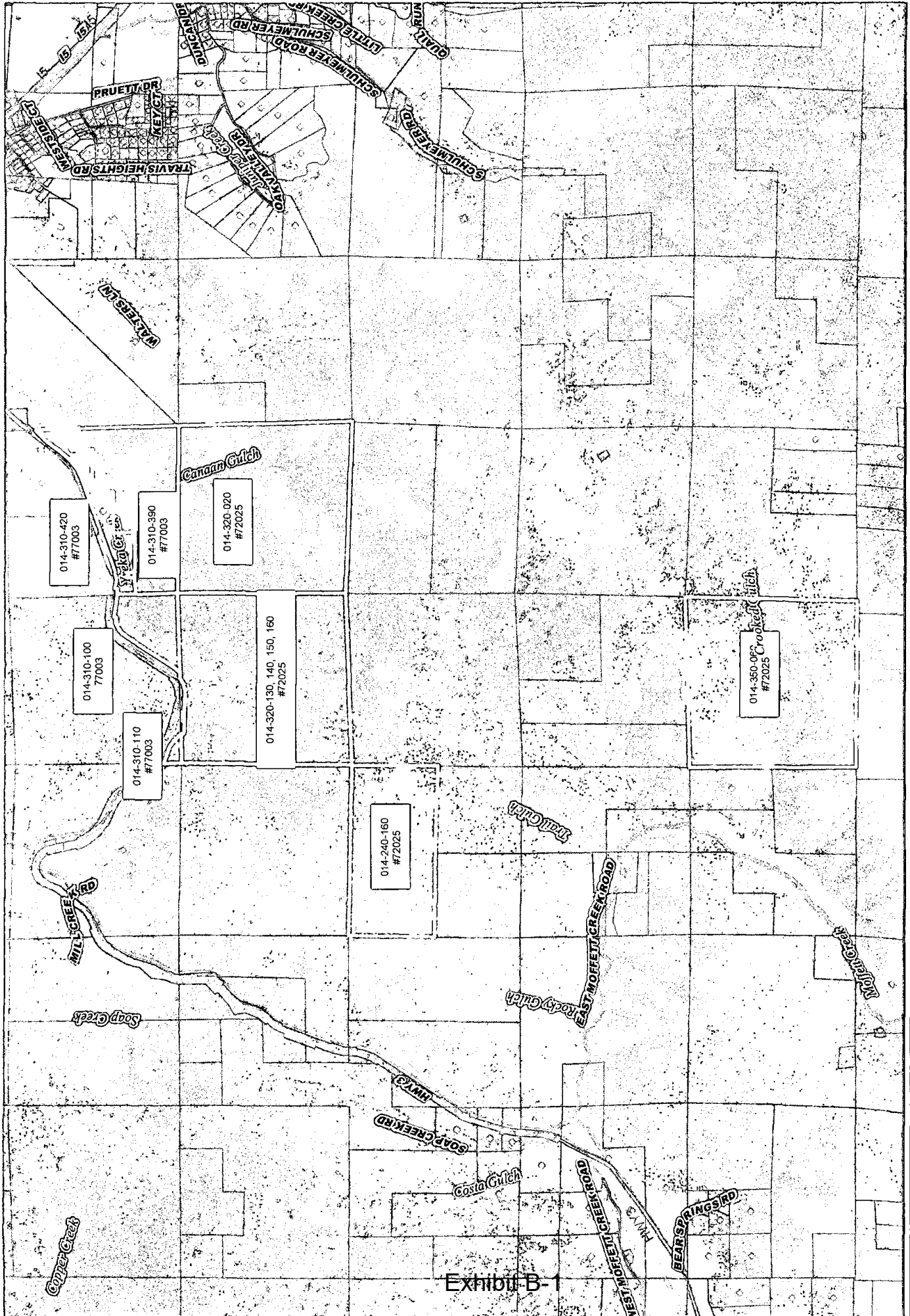
That portion of the Southwest quarter of Section 17, Township 44 North, Range 6 West, M.D.M., lying North of the North line of Interstate 5, as described in the Grant Deed to the State of California, recorded July 18, 1967 in Book 545 Official Records, page 870.

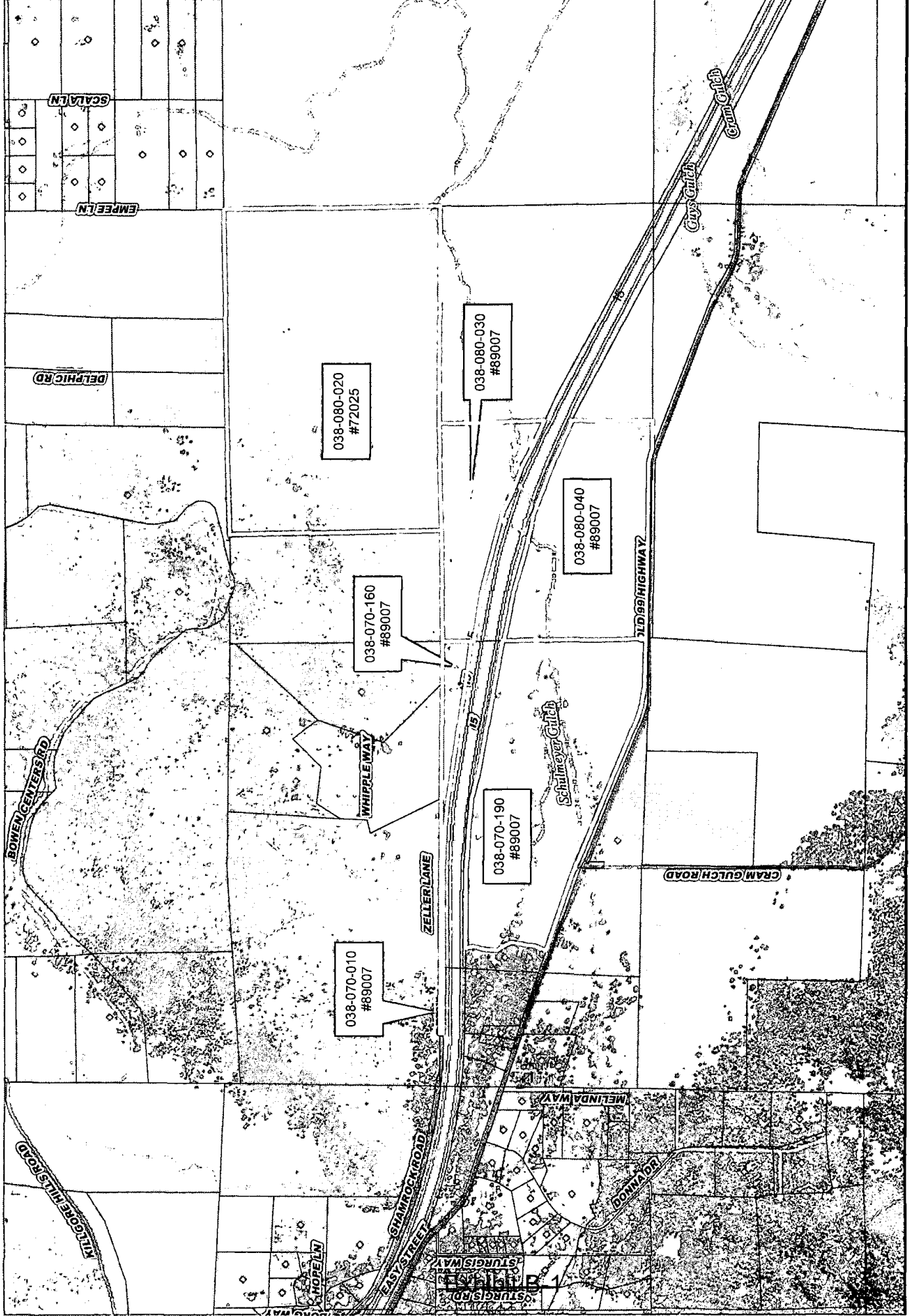
APN: 038-080-030

Parcel 16C:

That portion of the Southwest quarter of Section 17, Township 44 North, Range 6 West, M.D.M., lying South of the South line of Interstate 5, as described in the Grant Deed to the State of California, recorded July 18, 1967 in Book 545 Official Records, page 870.

APN: 038-080-040





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

ATTEST:

COLLEEN SETZER

County Clerk

of the State of California

in and for the County of Siskiyou,

By [Signature] Deputy

RESOLUTION NO. 12 - 205

**Resolution of the
Siskiyou County Board of Supervisors
Approving the 2012
Existing Williamson Act Contract Rescission and Reentry Applications**

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

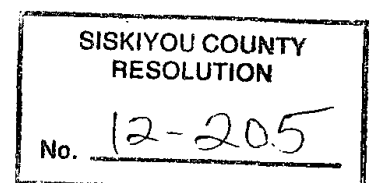
WHEREAS, over the last 40 years some 421,000 acres in the County have been placed in agricultural preserves and are included in existing Williamson Act contracts; and

WHEREAS, the state's Williamson Act and County's adopted Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts contain the requirements to allow existing contract holders the ability to rescind a contract in order simultaneously to enter into a new contract; and

WHEREAS, the Board of Supervisors has reviewed and considered the six (6) 2012 Williamson Act Existing Contract Rescission and Reentry Applications as detailed in the staff report on this very matter and considered the recommendation of the Agricultural Preserve Advisory Board on these six applications.

NOW, THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The rescission from the existing contracts that property within the six (6) 2012 Williamson Act Existing Contract Rescission and Reentry Applications and the simultaneous reentry of said property into the new Williamson Act contracts has been processed according to State and County regulations and is hereby approved.
2. County staff is instructed to take the necessary steps to ready the applications for the necessary signatures and subsequent recordation.
3. The Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Siskiyou, and County staff is directed to record said contracts at the earliest opportunity once completed.



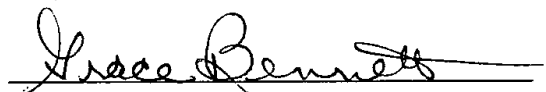
The foregoing resolution was adopted at a regular meeting in the Board of Supervisors of the County of Siskiyou, State of California, held on the 9th day of October, 2012, by the following vote:

AYES: Supervisors Bennett, Valenzuela, Armstrong and Cook

NOES: NONE

ABSENT: Supervisor Kohseff

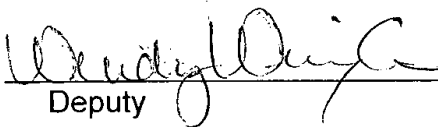
ABSTAIN: NONE



Grace Bennett, Chair
Board of Supervisors

ATTEST:

Colleen Setzer, Clerk
Board of Supervisors

By: 
Deputy

STATE OF CALIFORNIA, COUNTY OF SISKIYOU
BOARD OF SUPERVISORS
MINUTE ORDER, OCTOBER 9, 2012

PUBLIC HEARING - PUBLIC HEALTH AND COMMUNITY DEVELOPMENT – PLANNING - Public hearing to consider a Resolution approving the 2012 existing Williamson Act Contract rescission and re-entry applications for: Stephen N. and Pamela S. Townley, Trustees, APA-12-01, property generally located at 1039 Townsend Road, Montague, CA 96064; Lloyd Potts and Kimberley Dressler, APA-12-02, property generally located at 11601 Quartz Valley Road, Greenview CA 96037; Steven Burton, et al, Trustees, APA-12-03, Forest House Ranch property located along Old Highway 99 and I-5, property near East Moffett Creek Road and property near Mill Creek Road; Stu Heath, Trustee, APA-12-05, property generally accessed from Moffett Creek Road near Log and Trail Gulches in Scott Valley, CA 96032; Ray V. York (Thomason-Morton Ranch), APA-12-07, property generally accessed from Willow Creek Road, Montague CA 96064; Sleeping Creek Ranch LLC, APA-12-08, property is generally located on Meiss Lake Road, Macdoel, CA 96058. Resolution 12-205 adopted.

This was the time set for a public hearing to consider a Resolution approving the 2012 existing Williamson Act Contract rescission and re-entry applications for Stephen N. and Pamela S. Townley, Trustees, Lloyd Potts and Kimberley Dressler, Steven Burton, et al, Trustees, Ray V. York (Thomason-Morton Ranch) and Sleeping Creek Ranch, LLC.

Chair Bennett opened the public hearing.

Deputy Director of Planning Greg Plucker provided an overview of the request, summarizing the Department's efforts to contact existing Williamson Act contract holders regarding the status of their contracts with regard to compliance under the Uniform Rules for Agriculture Preserve/Williamson Act. Mr. Plucker summarized efforts to work with six existing contract holders who applied to rescind and re-enter their property into a new Williamson Act contracts, advising that the rescind/re-entry applications would result in no fiscal impact to the County and that the Agriculture Preserve Advisory Board recommended approval of those six rescind/re-entry requests.

Mr. Plucker presented and summarized a one-page document entitled: 2012 Williamson Act Survey – Non Responders List, identifying 26 existing contract holders who did not respond to the Planning Department's attempts to gather information regarding the status of those contracts. Mr. Plucker spoke in support of the Department continuing efforts to contact and work with those 26 existing contract holders in order to verify their compliance.

Discussion followed between members of the Board and Mr. Plucker regarding the Department's efforts to contact various contract holders and the purpose of the Williamson Act to preserve family farms and agricultural businesses.

Continued.....

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

ATTEST: COLLEEN SETZER, County Clerk and ex-Officio Clerk of the
Siskiyou County Board of Supervisors.

By: Wendy Deitz
Deputy



STATE OF CALIFORNIA, COUNTY OF SISKIYOU
BOARD OF SUPERVISORS
MINUTE ORDER, OCTOBER 9, 2012

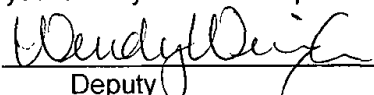
PUBLIC HEARING - PUBLIC HEALTH AND COMMUNITY DEVELOPMENT – PLANNING – (continued)

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

Following further discussion regarding the County's efforts to continue the Williamson Act program despite the State no longer providing subvention funding, it was moved by Supervisor Cook, seconded by Supervisor Armstrong and carried with Supervisors Bennett, Valenzuela, Armstrong and Cook voting YES and Supervisor Kobseff ABSENT to adopt Resolution 12-205 approving the 2012 existing Williamson Act contract rescission and re-entry applications for: Stephen N. and Pamela S. Townley, Trustees, APA-12-01, property generally located at 1039 Townsend Road, Montague, CA 96064, contract number 539; Lloyd Potts and Kimberley Dressler, APA-12-02, property generally located at 11601 Quartz Valley Road, Greenvew CA 96037, contract number 540; Steven Burton, et al, Trustees, APA-12-03, Forest House Ranch property located along Old Highway 99 and I-5, property near East Moffett Creek Road and property near Mill Creek Road, contract number 541; Stu Heath, Trustee, APA-12-05, property generally accessed from Moffett Creek Road near Log and Trail Gulches in Scott Valley, CA 96032, contract number 542; Ray V. York (Thomason-Morton Ranch), APA-12-07, property generally accessed from Willow Creek Road, Montague CA 96064, contract number 543; and Sleeping Creek Ranch LLC, APA-12-08, property is generally located on Meiss Lake Road, Macdoel, CA 96058, contract number 544, with the Chair authorized to sign said contracts.

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

ATTEST: COLLEEN SETZER, County Clerk and ex-Officio Clerk of the
Siskiyou County Board of Supervisors.

By: 
Deputy



SISKIYOU COUNTY

Clerks copy

9474

FILED

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

42 PM '76

OWNER/OWNERS NAME AS RECORDED: Estate of Homer Bryan Burton, Fred W. Burton & Patricia Davidson & Ruth L. Burton
 (Include trust deed or other encumbrance holders. Use separate sheet if necessary) (no encumbrance)
 if none - write none

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

APPLICANT'S ADDRESS: P. O. 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, P. O. Box 186, Yreka, California

DESCRIPTION OF PROPERTY
 (Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
Ranch	12-080-050	240 acres

RECORDED AT REQUEST OF

Siskiyou County Clerk

00 MIN. PAST 8 A.M.

OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

JAN 21 1977

Vol. 772, Page 159

RECORDER FEE \$ No Charge Total acreage 240 acres

~~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 copartnership of: Homer B. Burton Admn., Est. of
 OWNER/OWNERS SIGNATURE: Patricia Davidson
Ruth L. 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: _____

FORM APPROVED

This 20th day of January 19 77

FRANK J. DEMARCO

County Counsel

VOL. 772 PAGE 159

Frank J. Demarco
 SISKIYOU COUNTY, CALIFORNIA

SISKIYOU COUNTY

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.

SISKIYOU COUNTY

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, 1977, 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.

SISKIYOU COUNTY

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

SISKIYOU COUNTY

EXHIBIT "A"

List Assessor's Parcel Numbers below:

12-080-050

SISKIYOU COUNTY

Notice to the Owner shall be addressed as follows:

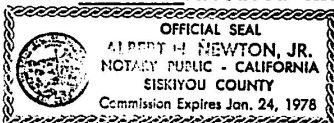
Fred W. Burton
Box 181
Yreka, Calif 96097

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

x Timothy S. Burton Admn., Estate of Homer Burton
Fred W. Burton
Patricia Davidson
Ruth L. Burton
OWNER

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 24th day of September, 19 76,
before me, the undersigned, a Notary
Public, in and for said Siskiyou County, personally
appeared Timothy S. Burton, Fred W. Burton, Patricia Davidson & Ruth L.
known to me to be the person s whose names are Burton
subscribed to the within instrument, and acknowledged to me
that they executed the same.



Albert H. Newton, Jr.
Notary Public

My Commission expires: _____

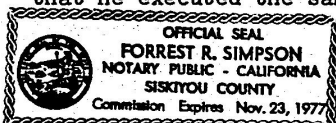
ATTEST NORMA PRICE COUNTY CLERK
CLERK COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 19th day of January, 19 77, before
me, Forrest R. Simpson, a Notary Public, in and for
said Siskiyou County, personally appeared
George Wacker known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Forrest R. Simpson
Notary Public

My Commission Expires: 11-23-77

SISKIYOU COUNTY

T 44 N R 6 W

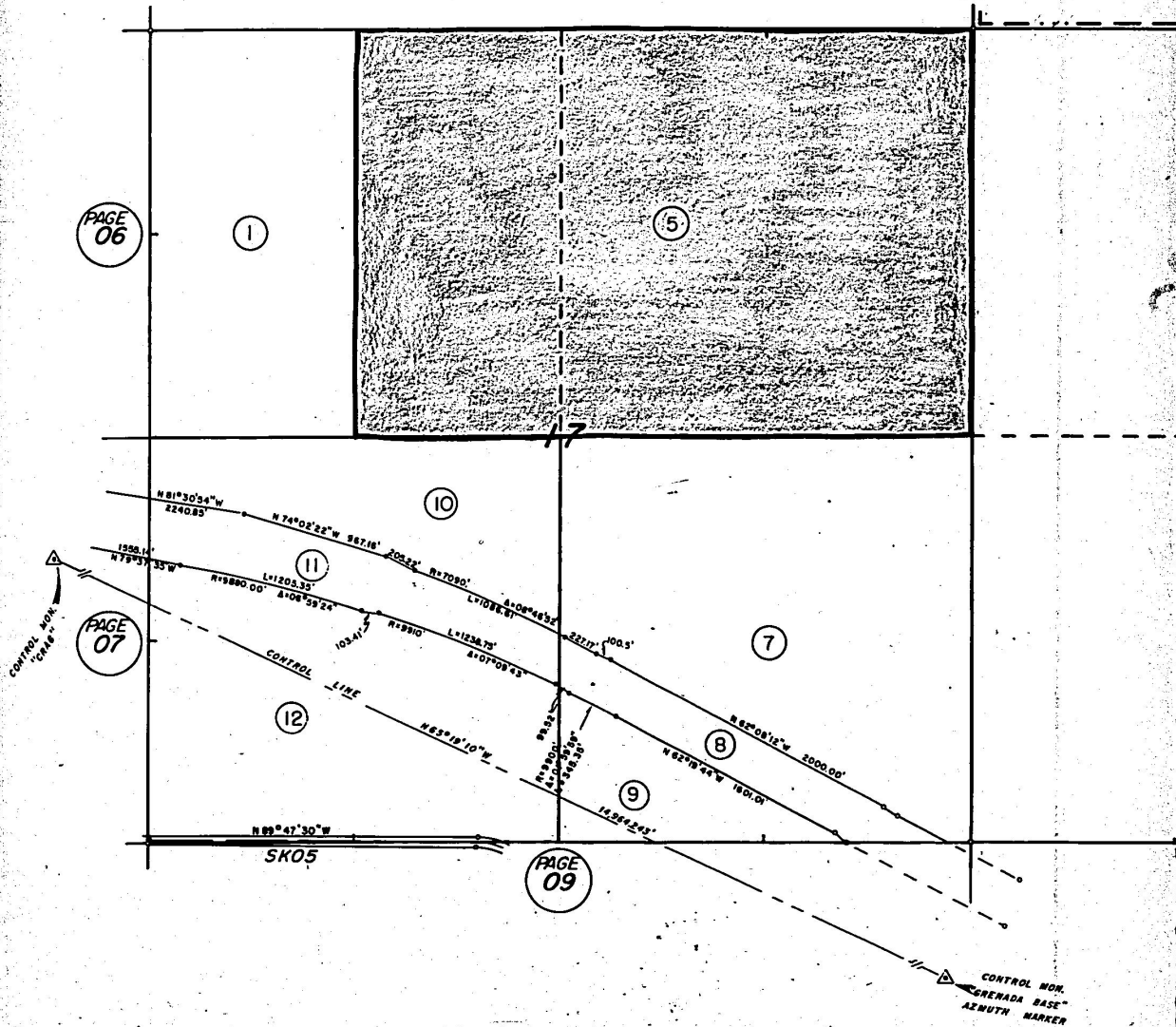
74-02
74-05

PAGE 05

PAGE 06

PAGE 07

PAGE 09



SISKIYOU COUNTY

44 N R 6 W

Tax Area Code
74-02

12-08

74-05
74-02

PAGE
05



74-05
74-02

PAGE
12

16
4

PAGE
13

PAGE
10

Assessor's Map
County of Siskiyou, California

NOTICE: This map page is from the office
of the Assessor of Siskiyou County. The page
number, or parcel number or code number may
not be used in any Deed or Conveyance
without the signature and taxation code, SECTION 327.

CONTROL MON.
"SHERADA BASE"
ALBANY MARKER

SISKIYOU COUNTY



**UNITED STATES
DEPARTMENT OF THE INTERIOR**

BUREAU OF LAND MANAGEMENT
District Office
2460 Athens Avenue
Redding, California 96001

IN REPLY REFER TO:

MAR 6 1970

G.L. Fred W. Burton

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Grazing Lease Sec. 15, T.G.A.
County: Siskiyou

Fred W. Burton
Star Route 1, Box 30
Yreka, California 96097

DECISION

CARRYING CAPACITY ADJUSTMENT

On November 23, 1965 Mr. Fred C. Burton was issued a ten year grazing lease on approximately 360 acres of range land in Siskiyou County, California. Then on October 29, 1968, after evidence was filed of Fred C. Burton's death, the lease was changed to the name of Fred W. Burton. When the lease was first issued in 1965 it was estimated that there were 48 AUM's available for livestock use on the lease area.

On the basis of a range survey conducted by the Bureau of Land Management during the summer of 1967, the carrying capacity of your lease lands is adjusted to 22 AUM's for livestock use. This represents a 26 AUM reduction from the original estimate.

Following is a list of the lands leased by you and their assigned carrying capacities based on the survey:

T. 43 N., R. 7 W., M.D.M.

Sec. 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$	40 Acres	1 AUM
Sec. 10: N $\frac{1}{2}$	320 Acres	21 AUM
TOTALS	360 Acres	22 AUM's

In addition to the 30 AUM's available for livestock use there are 10 AUM's available for big game use.

The specified season of use on the lease is from May 1st to June 30th each year. With this two month season, 11 head of cattle will utilize the 22 available AUM's. This reduction will be in effect during the 1970 grazing season.

This action is in accordance with 43 CFR 4121.3-3 (a)(b)(c).

The reduction in grazing fees reflect the carrying capacity adjustment.

SISKIYOU COUNTY

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE

Estate of Homer Bryan Burton

OWNER'S NAME Fred W. Burton & Patricia Davidson & Ruth L. Burton ADDRESS P. O. Box 186, Yreka, Calif.

PARCEL NUMBERS 12-080-050

HOW LONG HAVE YOU OWNED THIS LAND? Acquired by parents in 1935.
Deeded to owners (children).

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 240 acres Carrying capacity 25
Irrigated pasture acreage None Carrying capacity None
Dry farming acreage None Crops grown None Production per acre None
Field crop acreage None Crops grown None Production per acre None
Row crop acreage None Crops grown None Production per acre None
Grazing AUM See Line 1 Term 2 Months Fees paid None
Other acreage None Type None Production per acre None

OTHER INCOME:

Hunting rights \$ No per year acres Fishing Rights \$ No per year acres
Other recreational rights \$ No per year type Mineral rights \$ No

LAND LEASED FROM OTHERS:

Name of Owner None No. of acres None
Rental fee per acre None Use of land None
Terms of lease None Lease termination date None
Share cropped with others: Crop None % to owner None Acres None

LAND LEASED TO OTHERS:

Name and address of lessee None
No. of acres None Rental fee per acre None Use of land None
Terms of lease None Lease termination date None
Share cropped to others: Crop None % to owner None Acres None
List expenses paid by land owner None

REMARKS ON INCOME, ETC.: See Bureau of Land Management letter attached:
Re: Carrying capacity this type of dry pasture.

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 Samuel S. Smith Admn., Estate of Homer B. Burton Date Sept 24 1976
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

SISKIYOU COUNTY

RESOLUTION NO. 304, BOOK 7
APPROVAL OF NEW AGRICULTURAL PRESERVE CONTRACTS IN
AGRICULTURAL PRESERVE ESTABLISHED BY
RESOLUTION NO. 303, BOOK 7, ADOPTED 1-13-77

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. 303, Book 7,
adopted on 1-13-77, 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, 1977.

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 January,
1977, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

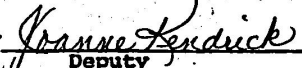
NOES: None.

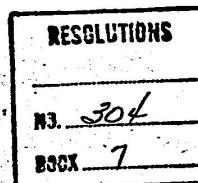
ABSENT: None.


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, Clerk
Board of Supervisors

By 
Deputy



SISKIYOU COUNTY

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APPROVAL OF NEW AGRICULTURAL PRESERVE CONTRACTS IN
AGRICULTURAL PRESERVE ESTABLISHED BY
RESOLUTION NO. 303, BOOK 7, ADOPTED 1-13-77

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1977, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

NOES: None.

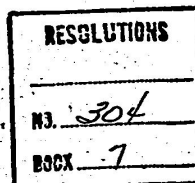
ABSENT: None.


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, Clerk
Board of Supervisors

By Jeanne Kendrick
Deputy



SISKIYOU COUNTY

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 1)

BURTON, Burnell M. & Rose A. R.P.D., Box 60B Fort Jones, California 96032	15-530-040 15-560-020 24-110-180	
BURTON, Fred W. Ruth L. Burton Patricia Davidson Barbara Gregory Lynda See Timothy Burton P. O. Box 186 Yreka, California 96097	14-210-020 14-240-040 14-240-050 14-250-360 14-250-370 14-300-360 14-300-370 14-310-030 14-310-100 14-310-110 14-310-150	14-310-360 14-310-380 14-310-390 14-310-400 14-310-410 14-310-420 14-430-010 14-430-200 22-020-010
BURTON, Homer Bryan, ESTATE OF c/o Fred W. Burton Forest House Ranch P. O. Box 186 Yreka, Ca. 96097	12-080-050	
CARRIER, John Edward & Mark Eric Box 633 Foresthill, California 95631		
AGENT: E. Orlo Davis Rt. 1, Box 117 Montague, Ca. 96064	11-300-010 11-270-070	
COONROD, Donald James & Star Iris Rt. 1, Box 177 Montague, California 96064	11-120-020 11-120-030 11-120-080 11-120-090 11-120-060	11-110-010 19-010-030 11-240-070 11-240-100 19-080-020
DAVIDSON, James J. & Patricia Fort Jones Road Yreka, California 96097	14-31-320 14-31-330 24-260-040	
DeMULDER, David Rt. 1, Box 637 Montague, California 96064	13-250-690	
DEXTER, G. Roland Rt. 1, Box 628 Montague, Ca. 96064	13-250-030 13-250-650 13-250-670	
FINNEY, Pauline R. Meeker 843 W. Harrison Chandler, Arizona 85224	22-230-030 22-420-040	
FLEISCH, Lloyd & Rose A. Rt. 1, Box 271 Montague, Ca. 96064	12-590-060	

SISKIYOU COUNTY

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 2)

HANSEN, Walter O. & Barbara S.	24-190-300	24-190-310
P. O. Box 129	24-260-050	23-270-050
Fort Jones, Ca. 96032	23-290-010	
	24-260-110 (except the SW 1/4 of the NW 1/4 of Section 36)	
	24-260-120 (except the NW 1/4 of the NE 1/4 of Section 36)	
 HAWKINS, Suzanne		
P. O. Box 93		
Lickeford, Ca. 95237	2-330-020	2-320-050
	2-290-050	2-140-120
AGENT: James Johanson	2-300-100	2-140-140
Box 65	2-310-010	2-160-110
Dorris, Ca. 96023	2-310-030	2-160-100
 HEGLER, Arthur A. & Merle R.		
Walker Bridge	7-360-010	
Klamath River, Ca. 96050	7-570-080	
	7-570-100	
	7-570-140	
 KERNS Enterprises		
P. O. Box 876		
Tuolumne, Ca. 95379	3-130-060	
 LEMONS, E.G. & Agnes F.	4-040-031	4-060-100
620 French Street	4-040-090	4-060-160
Yreka, Ca. 96097	4-040-580	4-060-170
(ESTATE OF E. G. LEMOS)	4-040-590	4-080-040
	4-060-060	
 McCOACH, Edward		
2914 Shasta View Drive	28-490-150	
Redding, Ca. 96001		
 McKAY, Andrew L. & Alice M.		
Box-154	2-050-100	
Dorris, Ca. 96023	2-050-130	
 MONTREUIL, Herman B. & Laurel J.		
10522 Orange Park Blvd.	14-120-630	14-390-200
Orange, Ca. 92669	14-120-640	14-390-210
	14-120-650	14-390-220
	14-120-660	14-400-080
 MORRISON & DAVIDSON		
Claire H. Morrison		
James J. Davidson, Jr.	14-310-020	
Star Route		
Yreka, Ca. 96097		

SISKIYOU COUNTY

AGRICULTURAL PRESERVE APPLICATIONS - OCTOBER 1, 1976 - (PAGE 3)

NEWTON, Albert H. Sr.	22-130-020	22-180-270
Genevieve Newton	22-130-070	22-180-280
Albert H. Newton, Jr.	22-140-050	22-390-070
Michael P. Newton	22-140-070	23-390-080
Nancy Newton Mainers	22-140-080	23-390-100
300 Fourth Street	22-140-100	23-390-120
Yreka, Ca. 96097	22-150-010	23-390-130
	22-150-020	23-390-140
	22-150-050	23-400-110
	22-150-110	23-400-140
	22-150-120	23-400-150
	22-150-130	23-400-160
	22-150-140	23-400-170
	22-150-150	23-400-180
	22-150-180	23-400-190
	22-150-190	23-400-200
	22-160-020	31-210-040
	22-180-090	31-580-040
	22-180-230	31-580-090
	22-180-240	31-580-100
	22-180-250	31-580-110
	22-180-260	31-590-010
		31-590-030
NEWTON, Albert H., Sr.		
Genevieve Newton		
Albert H. Newton, Jr.	31-340-020	
Michael P. Newton	31-350-060	
Nancy Newton Mainers	31-350-070	
300 Fourth Street	31-590-060	
Yreka, Ca. 96097		
NEWTON, Albert H., Sr.		
Genevieve Newton		
Albert H. Newton, Jr.		
Michael P. Newton	23-400-030	
Nancy Newton Mainers		
300 Fourth Street		
Yreka, Ca. 96097		
NICHOLS, Norman C. & Nancy L.		
Rt. 1, Box 110	12-46-02	
Montague, Ca. 96064		
OSTER, John S. & Lenore B.	14-29-10	
Rt. 1, Box 94	14-29-13	
Fort Jones, Ca. 96032	14-29-25	
	14-29-26	
PORTERFIELD, Harold R. & Ruth L.	2-060-080	2-300-010
" , Roger R. & Darlene L.	2-090-080	2-150-020
" , Gary A. & Connie	2-280-030	2-040-090
P. O. Box 235	2-300-080	2-110-020
Dorris, Ca. 96023	2-130-030	2-280-010
	2-240-050	10-260-030
	2-300-020	2-090-070
	2-260-190	2-280-070
	10-270-010	2-300-040
	2-090-030	2-250-010
	2-260-100	2-320-010
	2-320-020	2-260-050
	2-260-150	2-280-090
	2-320-060	2-090-060
	2-130-040	2-280-040
	2-280-080	2-300-060
	2-260-180	2-110-010
	10-260-020	2-300-070
	2-090-020	2-260-080
	2-240-060	2-260-140

7702 NOV 1 1977

SISKIYOU COUNTY

AGRICULTURAL PRESERVE APPLICATIONS (PAGE 4)

SILVA, Russell
Rt. 1, Box 317
Montague, Ca. 96064

12-600-130

SOLUS, Ernest E. & Dorothy May
Box 535, Edgewood Rural Station
Edgewood, Ca.

20-130-050
20-160-130
20-310-050
20-320-040
20-340-060

20-340-210
20-340-230
20-350-060
20-350-070
20-340-260
20-360-010

STATE-LINE PRODUCE CO.
c/o Claes Nilsson
P. O. Box 806
Tulelake, Ca. 96134

2-010-030
2-020-100
2-040-070
2-040-130
2-050-040
2-050-090

2-060-010
2-060-020
2-060-050
2-060-060
2-070-030
2-080-050

WHITSETT, Frank & Mildred E.
1200 Maple Street
Yreka, Ca. 96097

12-32-02
22-200-010
22-200-070
22-200-190

22-210-030
22-210-040
22-210-050
22-410-080

WOODWARD, George & Doris
Box 131
Hornbrook, Ca. 96044

11-110-040
19-010-010
19-010-020
19-010-040

From: [planning](#)
To: [Janine Rowe](#); [Bernadette Cizin](#)
Subject: FW: Other
Date: Wednesday, August 28, 2024 8:40:45 AM

From: Richard A & Christine A Harris Trustees <siskiyoucounty-ca@municodeweb.com>
Sent: Tuesday, August 27, 2024 5:34 PM
To: planning <planning@co.siskiyou.ca.us>
Subject: Other

Submitted on Tuesday, August 27, 2024 - 5:34pm

Submitted by user: Visitor

Submitted values are:

Directed to Department:
Planning

Issue Being Addressed:
Other

Full Name:
Richard A & Christine A Harris Trustees

e-Mail Address:
harrisrcnn4@outlook.com

Phone Number:
5308420844

Mailing Address:
7909 Bowen Centers Rd, Yreka

City:
Yreka

State:
CA

Zipcode:
96097

Issue Description:

We are writing in response to the letter we received in the mail (dated July 2, 2024) re: 2024 Williamson Act Contract Compliance/Contract Reference #12003. We are not opposed to the non-renewal of our property from the existing Williamson Act Contract. Thank you. Sincerely, Richard & Christine Harris, Trustees

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

VOL 651 PAGE 63

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, Rubin 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.

Rubin Watson
Notary Public

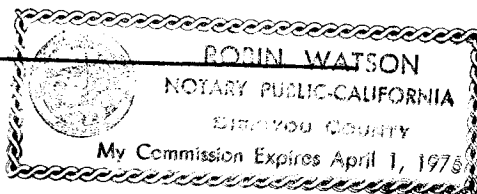
My Commission Expires: _____

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 _____

VOL 651 PAGE 72

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

32

14-35

69-05
123-01

69-02

4 = 39.75

2 = 39.85

3 = 39.95

 $4 = 40.08$ 1 = 40.05
$$\underline{\underline{2 = 40.0}}$$
$$3 = 400$$

4-400

_____ 10

50-69

U.S.A.

$$\frac{\Phi}{m}$$

U.S.A.

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$$\frac{69-02}{69-05} \quad 25$$

Book 22

$$\begin{array}{r} 123-01 \\ \hline 74-02 \end{array}$$

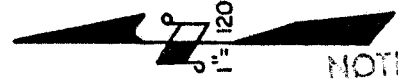
*Assessor's Map
County of Siskiyou, California*

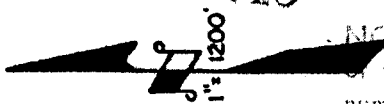
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REVENUE AND TAXATION CODE, SECTION 327.

34

VOL 651 PAGE 75



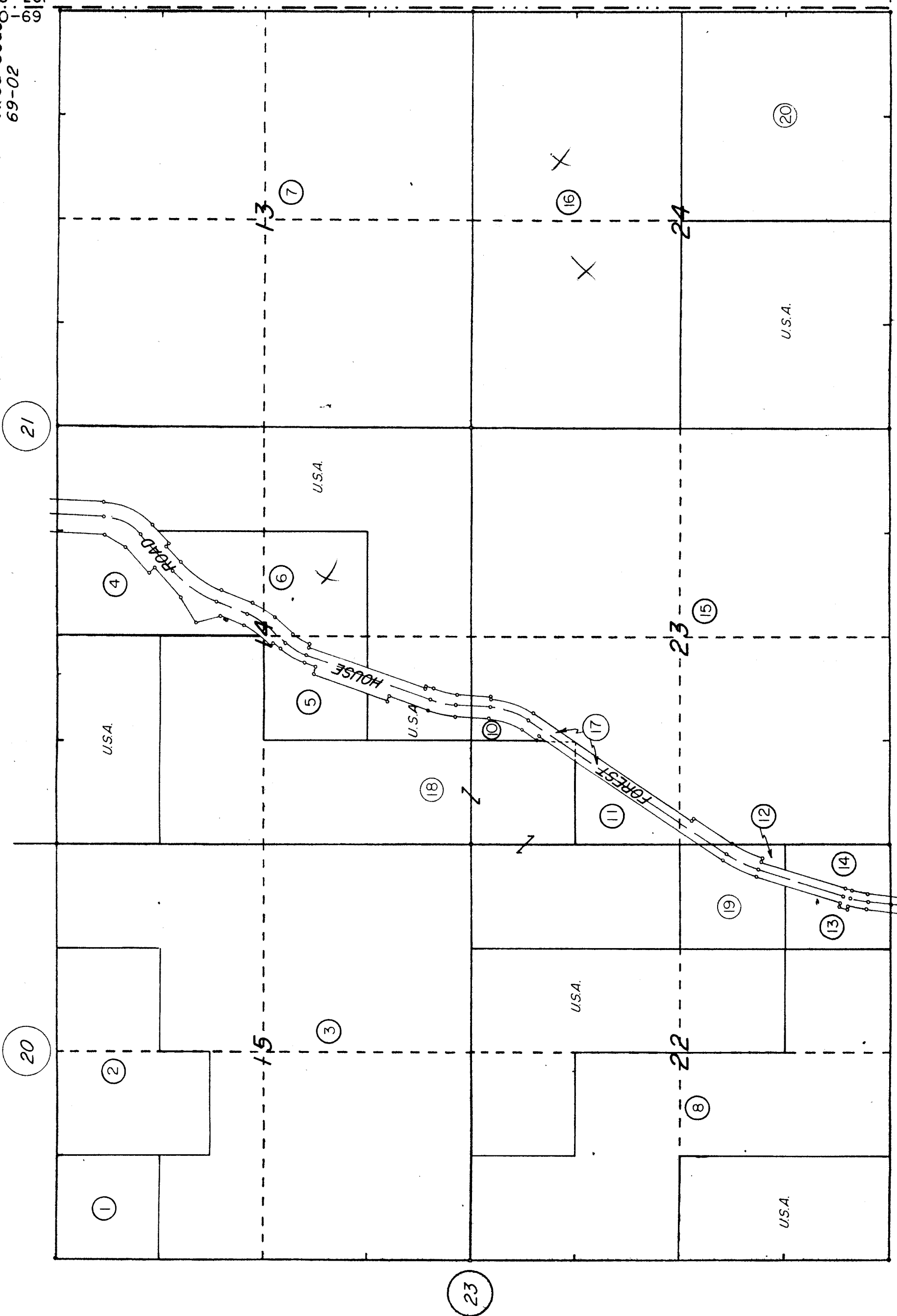


NOTICE: This map page is for the use of the Assessor of Siskiyou County. The number, or parcel number or code number may NOT be used in any Deed or Conveyance.
REVENUE AND TAXATION CODE, SECTION 327.

32

123-01
69-02

Assessor's Map
County of Siskiyou, California



Tax Area Code
123-01

VOL 651 PAGE 78

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$$1 = 30.66$$

2 = 30.70

$$3 = 30.74$$

 $4 = 30.78$

Book 14

69-02

69-02
69-02
123-01

Book 14

21

19

20

U.S.A.

$$\frac{3}{2}$$

34

2

Exhibit C-1

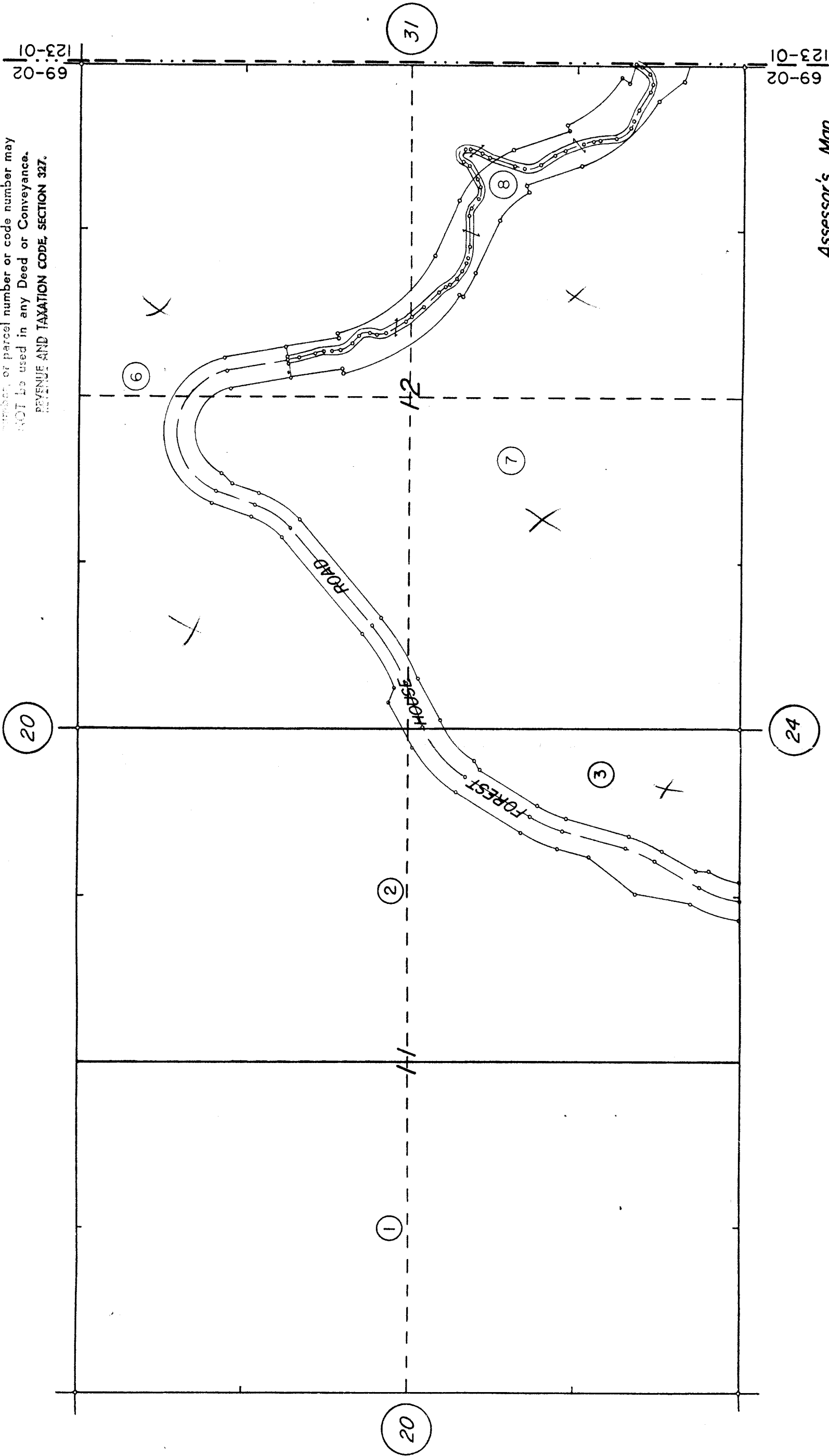
T 44 N R 8 W

VOL 651 PAGE 80

Tax Area Code
69-02

14-21

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Assessor's Map
County of Siskiyou, California

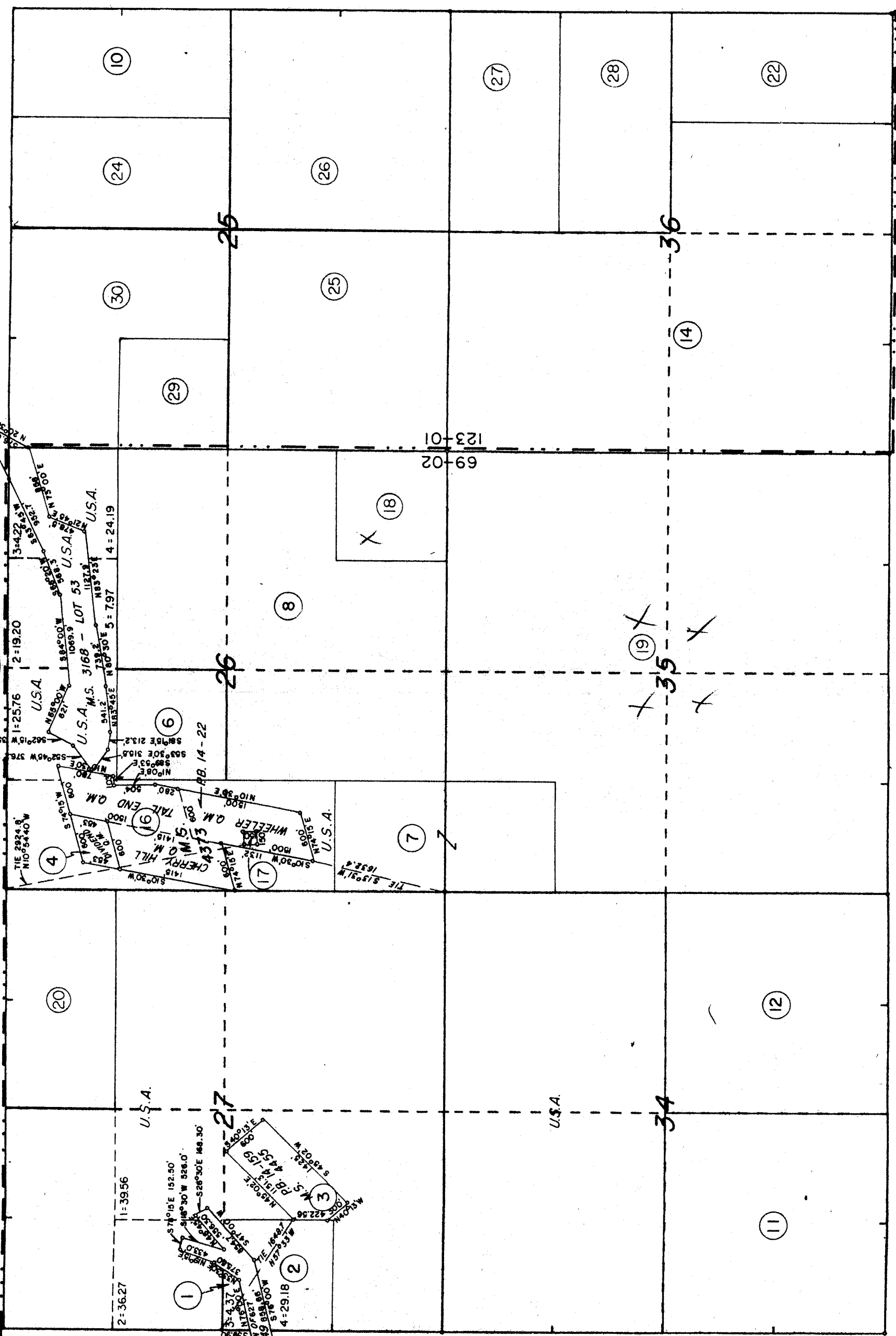
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The number, or parcel number or code number, NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Tax Area Code
69-02
123-01

VOL 651 PAGE 84

T 45 N R 8 W

123-01
69-02



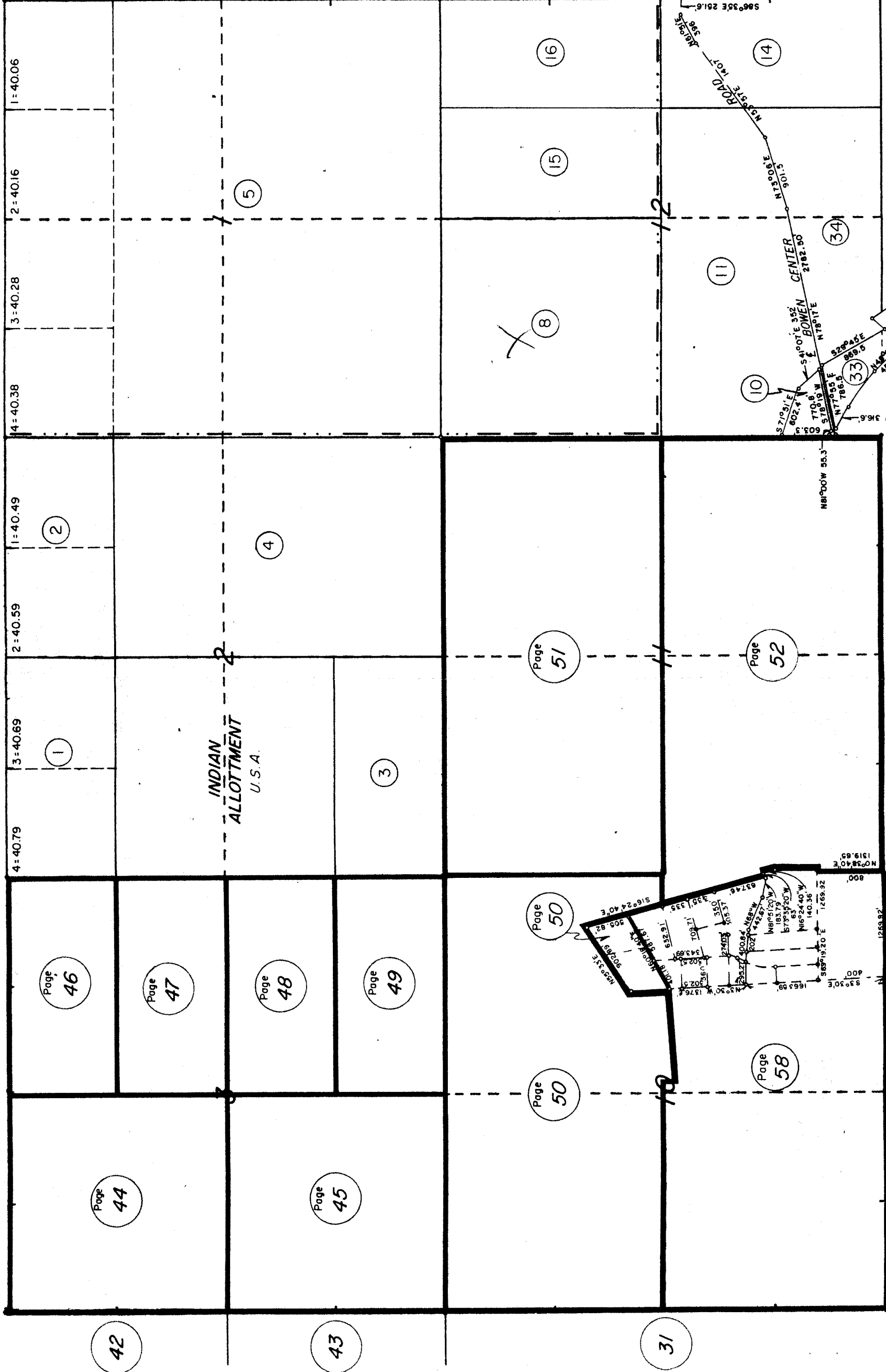
Assessor's Map
County of Siskiyou, California

Tax Area Code
56-01
123-01

VOL 651 PAGE 86

T 44 N R 7 W

Book 13



VOL 651 PAGE 87

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12 12 74-02

Assessor's Map
County of Siskiyou, California



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REVENUE AND TAXATION CODE, SECTION 327.

12

Tax Area Code 123-01
74-02

T 44 N R 7 W VGL 651 PAGE 88

33

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123-01
69-05

59-05
74-02

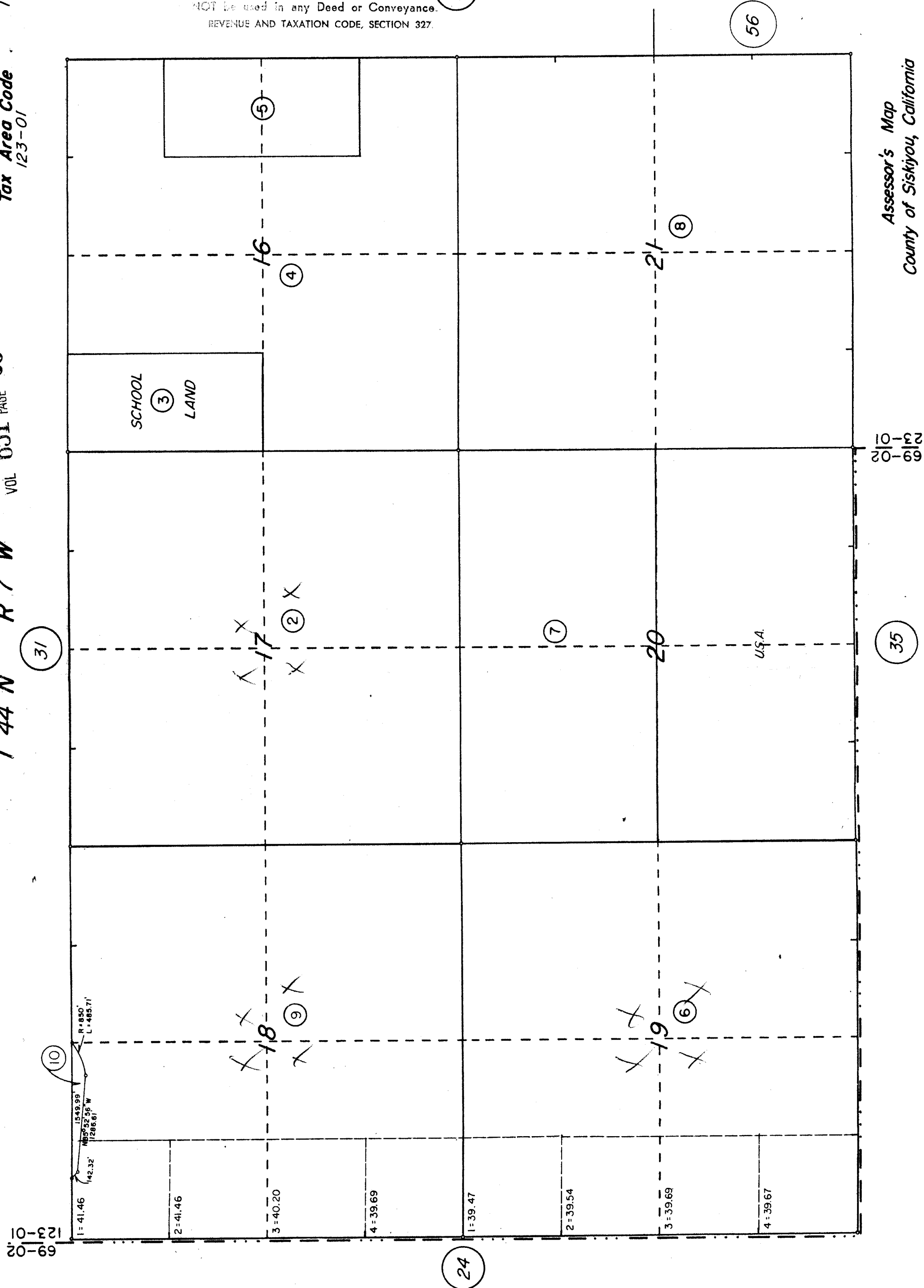
Book 22

*Assessor's Map
County of Siskiyou, California*



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REVENUE AND TAXATION CODE, SECTION 327.

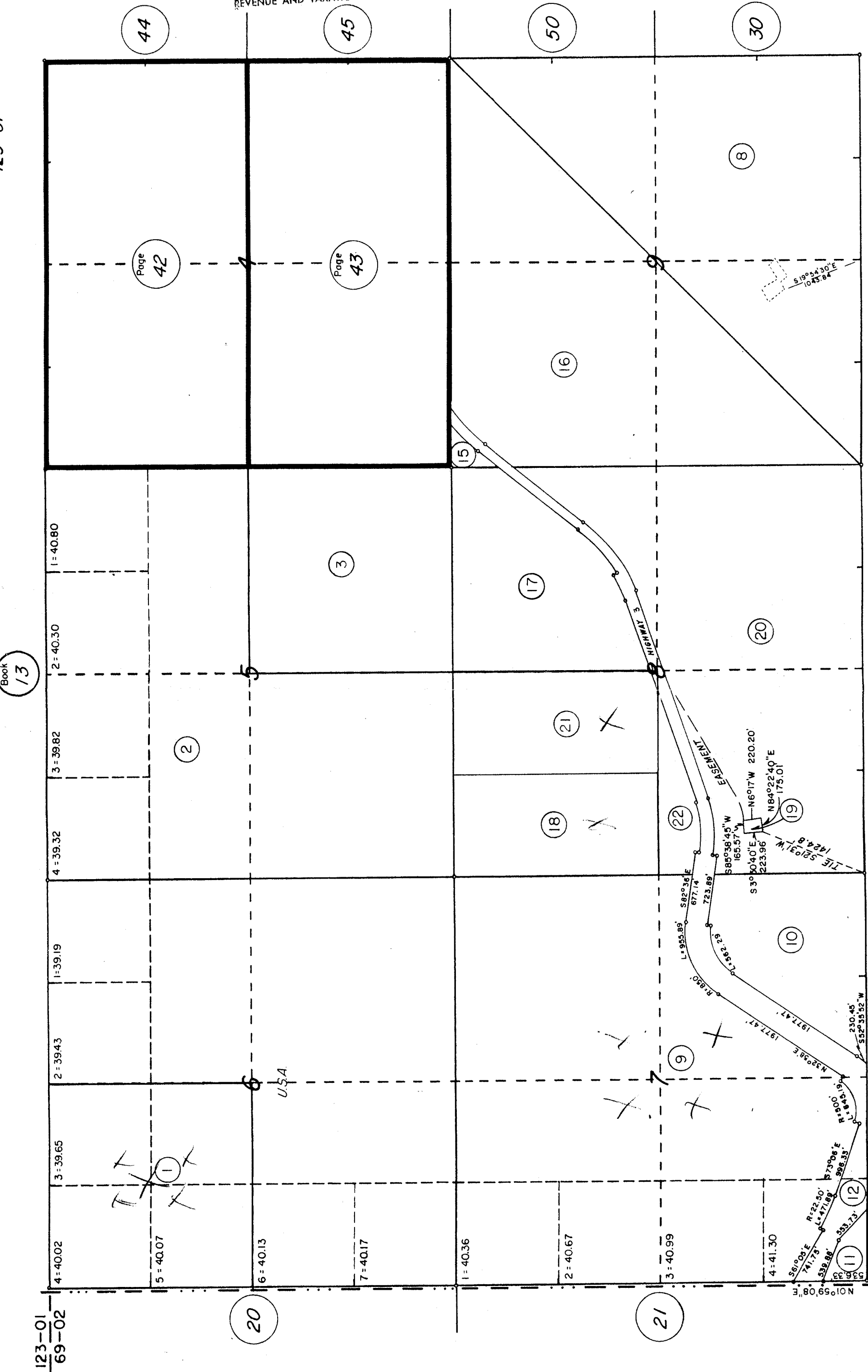


14-31

93 PAGE 651 VOL 1200

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REVENUE AND TAXATION CODE, SECTION 327.



*Assessor's Map
County of Siskiyou, California*

32

$$\begin{array}{r} 123-0 \\ \hline 69-02 \end{array}$$

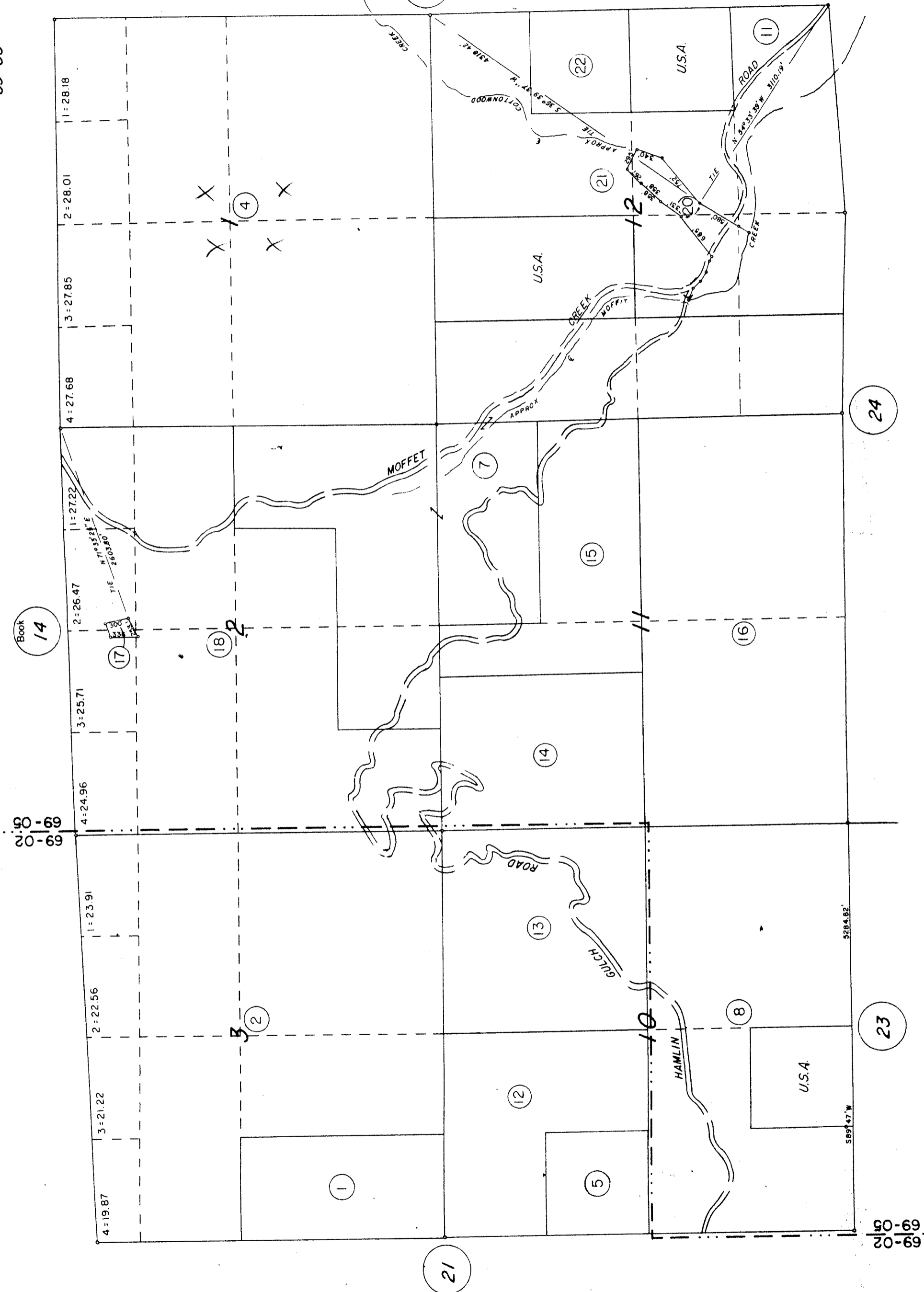
Tax Area Code
69-02
69-05

T 43 N R 8 W VOL 651 PAGE 94

23-20

VOL 651 PAGE 95
1"=1200'

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REVENUE AND TAXATION CODE, SECTION 327



TELEPHONE
842-3581

OK

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 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.

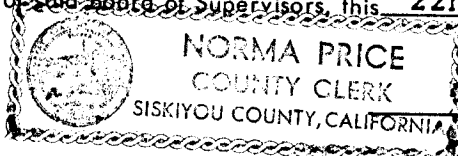
STATE OF CALIFORNIA)

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 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



COUNTY OF SISKIYOU

COMMUNITY DEVELOPMENT DEPARTMENT

Building ♦ Environmental Health ♦ Planning

806 South Main Street · Yreka, California 96097

Phone: (530) 841-2100 · Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/community-development>

RICHARD J. DEAN
DIRECTOR

AARON STUTZ, MD
PUBLIC HEALTH OFFICER

HAWKINSON JAMES EDWARD TRUSTEE
PO BOX 721
WAIANAE HI 96792-0721

2023 Williamson Act Contract Survey Contract Reference # 72025

Williamson Act contract holders are to complete the below survey to ensure that the County's Williamson Act program complies with State requirements. Please complete this form and mail to the address below no later than **July 1, 2023**. If the completed survey is deemed incomplete or not received by **July 1, 2023**, the county may request additional information and to inspect the property to verify Commercial Agricultural Production Uses.

Planning Department
Attn: 2023 Williamson Act Contract Survey
806 South Main Street
Yreka, California 96097

Please check the current Use(s) occurring on the property(s) under contract listed on the last page(s) and the acreage dedicated to each use. If multiple uses are occurring on the same acreage, please clarify on a separate sheet.

- ☐ _____ Acres - Rangeland and pasture for livestock production and forage
- ☐ _____ Acres - Intensive farming (vegetables, fruit or nut crops, hay, nursery, cut flowers, etc.)
- ☐ _____ Acres - Livestock and poultry production for food and/or fiber and/or labor
- ☐ _____ Acres - Operation of dairy or feed lot
- ☐ _____ Acres - Keeping of honeybees
- ☐ _____ Acres - Growing of plant products for producing biofuels
- ☐ _____ Acres - Commercial breeding and training of equines
- ☐ _____ Acres - Fiber for basket making or related commercial purposes
- ☐ _____ Acres - Accessory use which supports the Ag use (processing, packing and shipping)
- ☒ 740 Acres - Growing of timber with the purpose of harvesting timber

BUILDING

Glenn Shockency, Deputy Director

ENVIRONMENTAL HEALTH

Dan Wessell, Deputy Director

PLANNING

Halley Lang, Deputy Director

☐ _____ Acres – Compatible Use - Open Space/Recreation, where no Agricultural Use is occurring

☒ 640 Acres – Other Compatible Uses where no Agricultural Use is occurring

(Examples include -Residential, timber land, horse pasture, Agritoursim activities, etc.) Specify uses:

TIMBER HARVEST

☐ _____ Acres - Dedicate to other (please describe)

☐ _____ Acres - within a Conservation Program. ☐ Permanent ☐ Temporary – end date _____

Name of Conservation Program _____

Recording date & Document Number _____

Under penalties of perjury, I declare to the best of my knowledge and belief, the information contained in this survey and accompanying document(s) is true, correct, and complete.

[Signature]
Sign Name

7/1/23
DATE

JAMES HAWKINSON
Printed Name

808 225 7934
Phone Number

hkan5sonent@gmail
Email Address

Should you have any questions about this survey or the County's Williamson Act program, The Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts can be found on the County website www.co.siskiyou.ca.us/planning. If you need assistance, please do not hesitate to contact Bernadette Cizin, Assistant Planner at (530) 841-2151 or at bpcizin@co.siskiyou.ca.us.

Contract Reference # 72025**Contract Recorded vol 651 pg 62**

Assessor Parcel Number	Total APN Acres	Owner/Contact Name
014-181-160	40	ACER KLAMATH FOREST LLC
014-181-370	600	
014-200-040	600	BENNETT ORIN P
014-200-050	40	
014-310-010	160	CHANDLER RUSSELL
014-340-060	640	HAWKINSON JAMES EDWARD TRUSTEE
014-300-080	160	HOLM CAROL LYNN
014-210-150	15.94	JOENS KIMBERLY S ETAL
014-210-170	108.67	
014-210-130	0.44	MOODY WALTER R
014-210-110	112.98	
014-310-480	10	MORRISON CLAIRE H DAVIDSON
014-200-030	640	
014-210-030	40	
014-240-290	62.6	
014-210-120	132.4	SISKIYOU LAND TRUST
014-210-180	25.88	
014-310-090	513	
023-201-140	538.02	SCARFACE INVESTMENTS LLC
023-201-300	40	
013-220-010	62	ULICS JOSEPH CHRISTOPHER & KARLA SUE

From: [Orin Bennnett](#)
To: [Bernadette Cizin](#)
Subject: Non renewal request
Date: Thursday, October 31, 2024 5:54:27 PM

Dear Bernadette,

I would not be opposed to the county not renewing the contract for the existing Williamson Act Contract ,#72025 for parcels 014-200-040 ,and 014-200-050. Thank you for your help in this matter.

Kind regards,
Orin Bennett