

Staff Report

Submission Date: February 19, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Truax APA-24-13, Williamson Act Contract No. 76033 and 73020, Application to rescind property from the existing contracts and reissue a single contract consisting solely of their property with the primary Commercial Agricultural Use of livestock grazing.

Location: The project site is located East of the community of Macdoel, north of Red Rock Road on APNs 002-170-070, 002-170-130 & 010-010-620, Township 45N, Range 1E, Sections 2 & 3 and Township 46N, Range 2E, Sections 34 & 35, MDBM.

Exhibits: **A.** Map of property under existing contract No. 76033
 B. Map of property under existing contract No. 73020
 C. Location Map
 D. Zoning Map
 E. NRCS Soils Data and Map
 F. Williamson Act Contract Amendment Questionnaire
 G. Existing Contract 76033 and Establishment of Agricultural Preserve
 H. Existing Contract 73020 and Establishment of Agricultural Preserve

Background and Discussion

The property recently acquired the subject property. He has submitted a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 925.4 acres, of which a portion of is currently under contract which has multiple property owners. 40 acres of is currently under non-renewal, as it is a portion of a multi-owner contract in which several owners were nonresponsive to compliance issues, which resulted in the county issuing a notice of non-renewal for the entire contract.

The applicant does not propose to increase or decrease the acreage in Agricultural Preserve.

Parcel Creation

- APN 002-170-130 is one 480-acre, legal parcel, created as Parcel 5 of Waiver as recorded on May 30, 1980, in Siskiyou County Records in Volume 890 at Page 001.
- APNs 002-170-070 and 010-010-620 together are one 445.4-acre, legal parcel, created as Parcel 1 of Boundary Line Adjustment as recorded on October 12, 2001, in Siskiyou County Records as document 2001-14765.

Parcel History

Williamson Act Contract

- 40 acres of the subject property (APN 002-170-070) is a portion of Williamson Act Contract No. 76033 (Clerk's No. 288) as recorded on February 25, 1976, the Siskiyou County Records in Volume 750 at Page 283, then later issued a Notice of Non-Renewal as recorded on October 14, 2021, in the Siskiyou County Records as Document No. 2021-0010940.
- 885.4 acres of the subject property (APNs 002-170-130 & 010-010-620) are all of the property under Williamson Act Contract No. 73020 (Clerk's No. 183) as recorded on February 25, 1973, in the Siskiyou County Records in Volume 682 at Page 847 and Addendum recorded on May 3, 1974 in Siskiyou County Records in Volume 709 at Page 321.

Agricultural Preserve

- 40 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 30 in Book 7, adopted on February 10, 1976.
- 885.4 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 119 in Book 5, adopted on February 8, 1973.

Analysis

Preserve Requirements

Property ownership

Under the County Rules Section VI, Item B, parcels within an agricultural preserve should be under one ownership or contiguous.

The existing Ag Preserves consists of property under several different ownerships and the property is not contiguous. The existing Ag Preserves should be amended to remove the subject property and a new Ag Preserve be established, consisting only of the subject property.

Preserve Size

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

The subject property consists of one parcel at 480 acres and one at 445.5 acres, exceeding the 100-acre minimum size.

Soils Class

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

The land contains approximately 255.55-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).

Soil Type	Acres +/-	Class	Ratio to Class	Equivalent
107	253.4	IV	4:1	63.35
170	259	VI	6:1	43.1
150	138	IV	4:1	34.5
106	124	IV - Irrigated	2:1	62
164	62	IV - Irrigated	2:1	31
122	26	IV – Irrigated	2:1	13
168	25	VI	6:1	4.1
135	13	VII	10:1	1.3
153	14	VII	10:1	1.4
169	11	VI	6:1	1.8
Total	925.4			255.55

Contract Requirements**Zoning**

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

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1), Non-Prime Agricultural (AG-2) and Rural Residential Agricultural (R-R) as shown on the zoning map (Exhibit D).

Minimum Parcel Size

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

At 480 acres and 445.4 acres, the parcels exceed the minimum acreage requirement.

Agricultural Production Uses

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

The property under contract 73020 had historically been used for dry farming and grazing, as is noted in the existing contract.

The portion of property under contract 76033 was mainly used for pasture, as noted in the existing contract.

Since the contract was established, the property has been developed for farming with the installation of two irrigation pivots and continues to be grazed.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. However, secondary uses that are incidental to or supportive of the commercial agricultural use can be allowed.

There are currently no additional uses occurring on the subject property.

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

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the 925.4 acres, establish a new preserve consisting of the 925.4 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 925.4-acre preserve.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator

2-27-25
Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on February 19, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

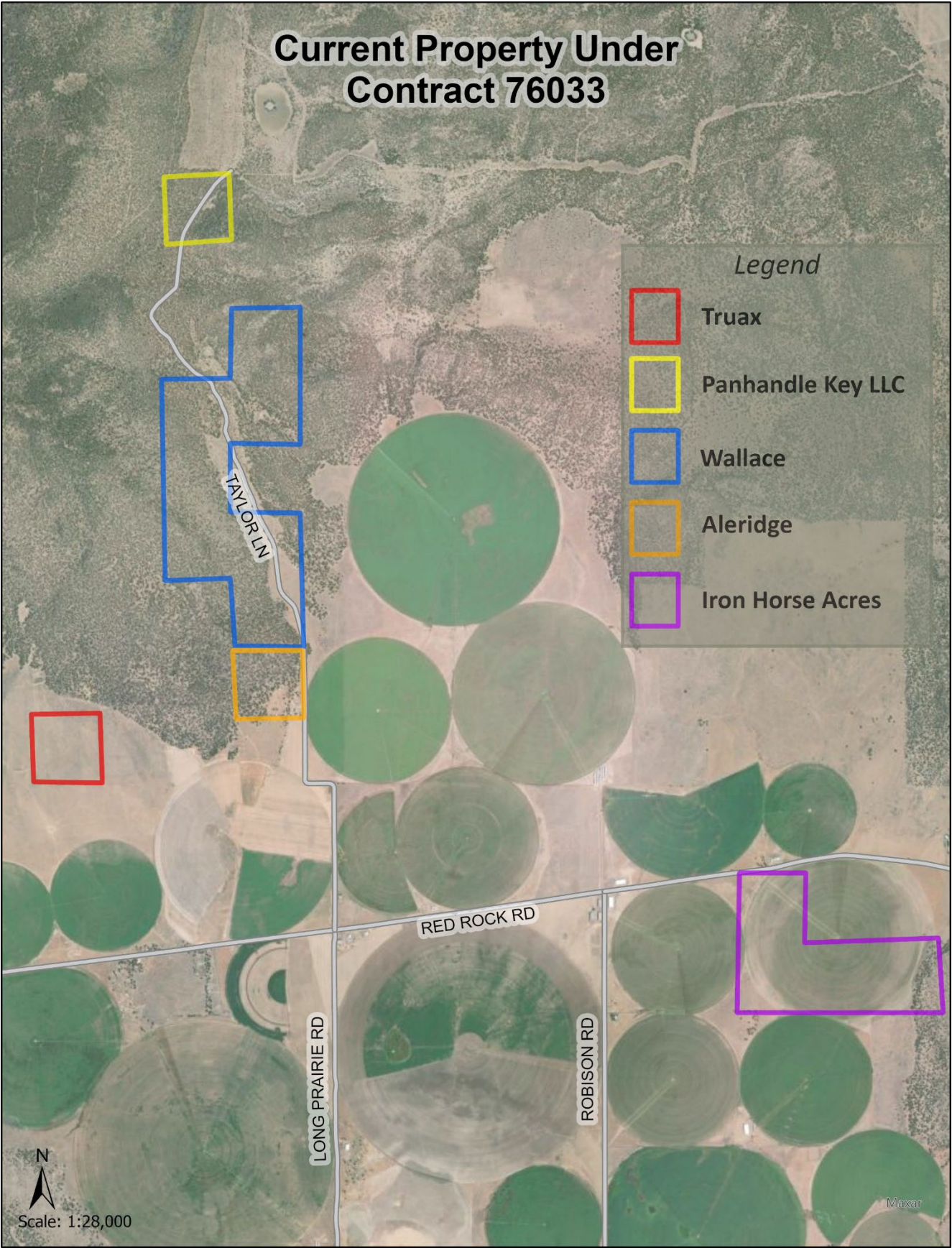


Exhibit A

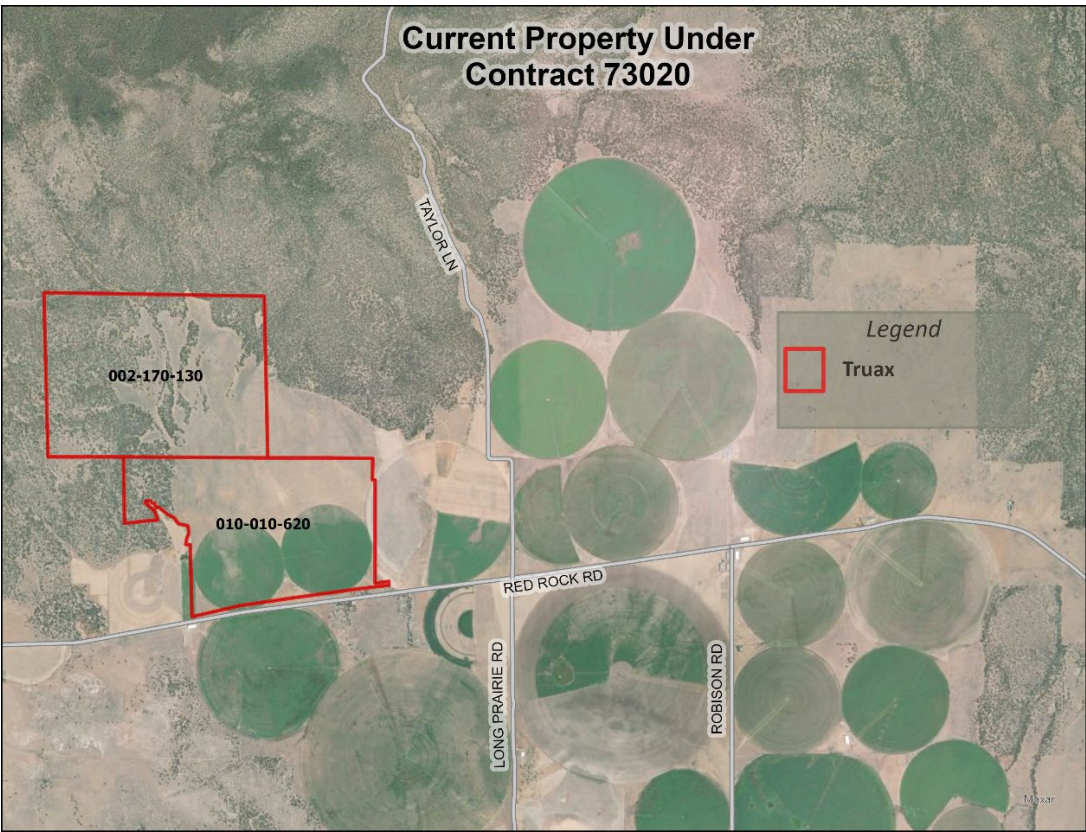


Exhibit B

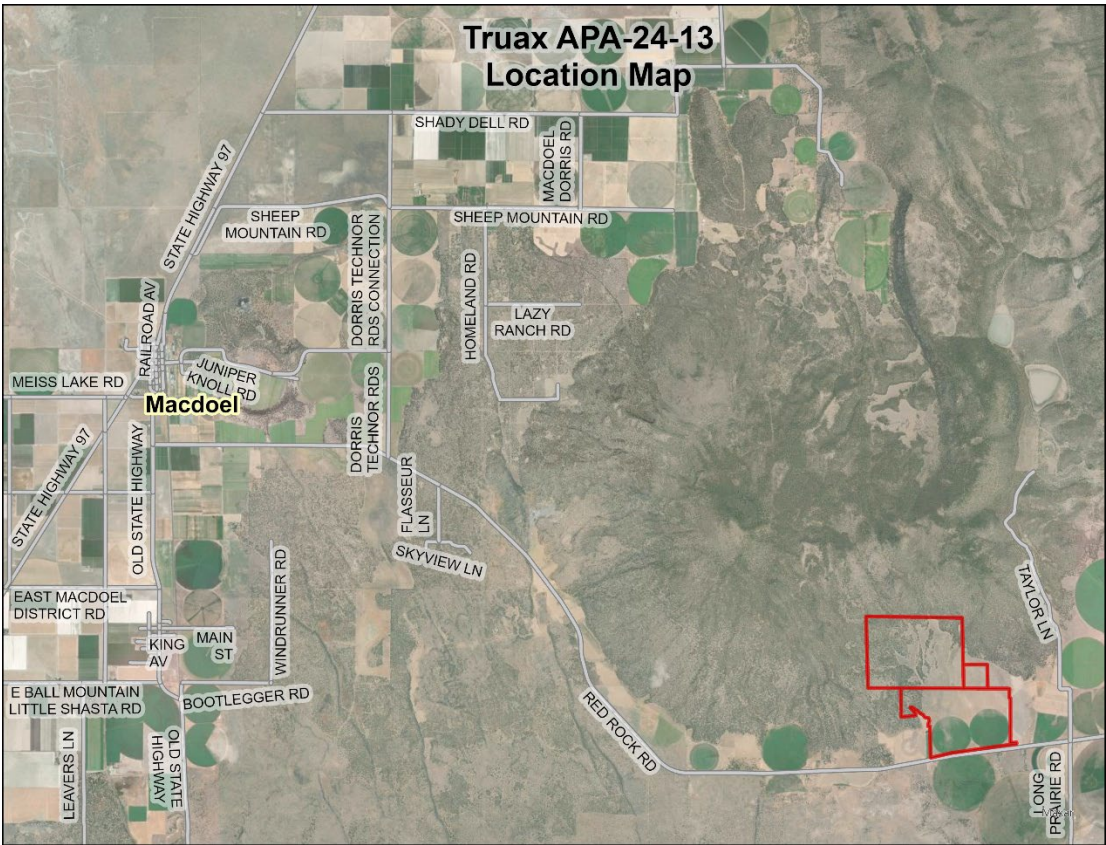


Exhibit C

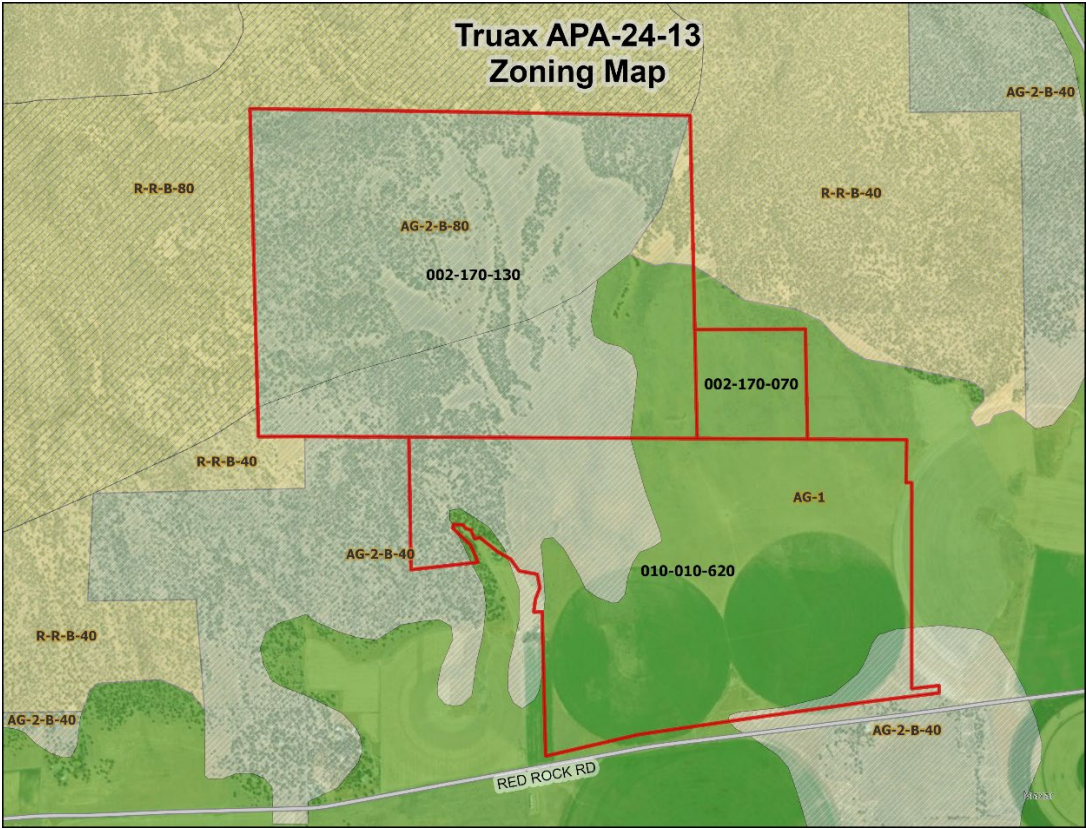


Exhibit D

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties (APA-24-13)

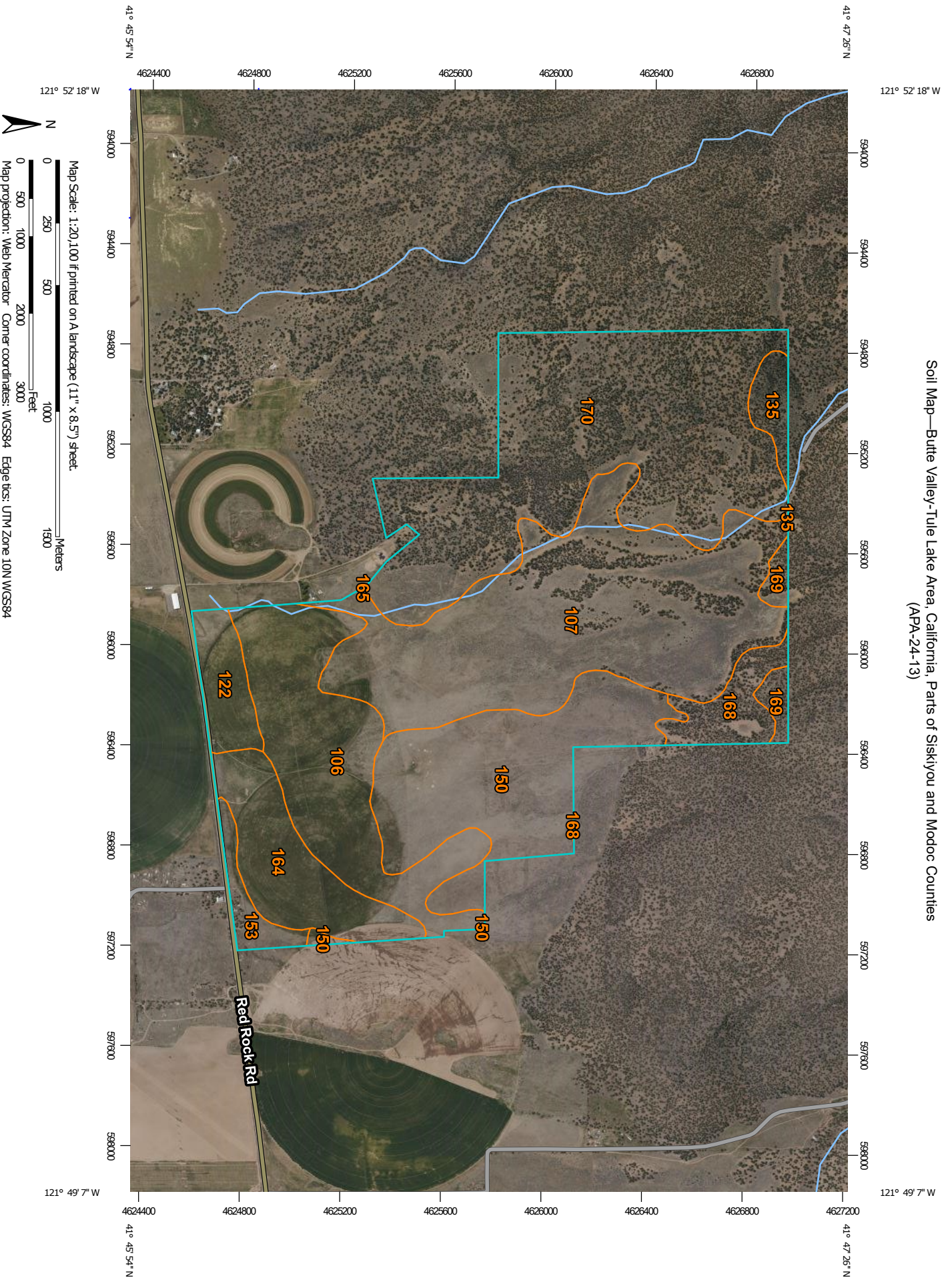







































Exhibit E

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
Survey Area Data: Version 20, Aug 28, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2019—Jun 14, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106	Dehill fine sandy loam, 0 to 5 percent slopes	125.7	13.4%
107	Dehill fine sandy loam, 5 to 15 percent slopes	253.1	27.0%
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	26.2	2.8%
135	Karoc-Rock outcrop complex, 50 to 75 percent slopes	13.0	1.4%
150	Modoc loam, bedrock substratum, 2 to 5 percent slopes	139.3	14.9%
153	Mudco gravelly sandy loam, 2 to 5 percent	14.4	1.5%
164	Rojo sandy loam, 0 to 2 percent slopes	63.3	6.8%
165	Rojo sandy loam, 2 to 9 percent slopes	0.0	0.0%
168	Searles-Dunnlake complex, 15 to 30 percent slopes	26.7	2.8%
169	Searles-Dunnlake complex, 30 to 50 percent slopes	11.5	1.2%
170	Searles-Orhood complex, 15 to 30 percent slopes	263.9	28.2%
Totals for Area of Interest		937.1	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Wesley + Pamela Truax
Address: P.O. Box 57 Macdonel, CA
Parcel Numbers: 002-170-070 002-170-130 010-010-620

How long have you owned this land? approx 90 days

Type of Agricultural Use:

Dry pasture acreage 710
Irrigated pasture acreage _____
Dry farming acreage 50 Crops grown _____ Production per acre _____
Field crop average 160 Crops grown Alfalfa Production per acre 5 Ton
Type of irrigation (pivot line, ditch, etc.) Pivots
Row crop acreage _____ Crops grown _____ Production per acre _____
Other acreage _____ Type _____ Production per acre _____

Other Income:

Hunting rights \$ N/A per year _____ acres
Fishing rights \$ N/A per year _____ acres
Other N/A rights \$ _____ per year _____ type _____
Quarrying \$ N/A per year _____ type _____
Other \$ _____ per year _____ type _____
Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner Chet Porterfield Number of acres 160
Rental fee per acre \$ 25,000/year Use of land Alfalfa + Pasture
Terms of lease 3 years Lease termination date Dec 31 2027
Share cropped with others: Crop N/A Percent to owner _____ Acres _____
List expenses paid by landowner Power and Maintenance of Pivots

Certification

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

Signed William M. Smith Date 11/5/2024

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

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

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

10878

FOR APPROVED

This 17th day of Feb. 1976

FRANK J. DEMARCO

County Counsel

SISKIYOU COUNTY, CALIFORNIA BY

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

OCT 1 3 38 PM '76

FEB 17 3 11 PM '76

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APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

RECORDED FEE \$ no chg.

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

: Federal Land Bank

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

APPLICANT'S ADDRESS: Box 135 MACDOEL, CAL. 96058

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

DESIGNATED AGENT: _____

MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
FARMING + LIVESTOCK	2-17-02	160.
"	2-17-03	320.
"	2-17-07	40.
"	2-15-04	40.
"	2-33-3	40.
"	2-33-4	120.
"	10-01-22	185.5
"	10-14-2	160.
Total Acreage		<u>1065.5</u>

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

OWNER/OWNERS SIGNATURE: Esther S Taylor

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 _____

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PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on March 1, 1976, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

2-17-02

2-17-03

2-17-07

2-15-04

2-33-3

2-33-4

10-01-22

10-14-2

Notice to the Owner shall be addressed as follows:

Esther S. Taylor
Box 135
Macdonel. Ca. 96058

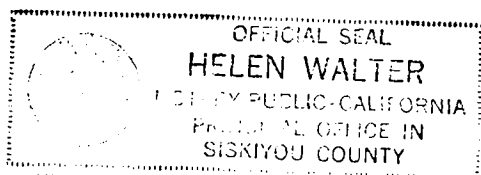
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Esther S. Taylor

OWNER

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 1st day of OCTOBER, 1975,
before me, HELEN WALTER, a Notary
Public, in and for said SISKIYOU County, personally
appeared Esther S. Taylor
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that she executed the same.



Helen Walter
Notary Public

ATTEST:

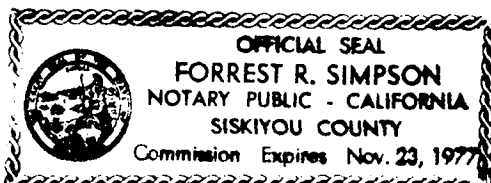
COUNTY OF SISKIYOU, Board of
Supervisors

Norma True
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 11th day of February, 1976, 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: Nov. 23, 1977

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME ESTHER TAYLOR ADDRESS Box 135 MACDOEL CAL.
PARCEL NUMBERS 2-1702 2-17-03 2-17-07 2-15-04
2-33-3 2-33-4 10-01-22 10-14-2

HOW LONG HAVE YOU OWNED THIS LAND? From 1 TO 50 + YEARS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 690 Carrying capacity 35 ^{COWS} _{1 MO. IN SPRING}

Irrigated pasture acreage _____ Carrying capacity _____

Dry farming acreage 375 Crops' grown HAY & GRAIN Production per acre 1/2 TON
_{SUMMER FALLON 1/2 EA. YR.}

Field crop acreage _____ Crops grown _____ Production per acre _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner BARRIE No. of acres 160

Rental fee per acre 25% SHARE ^{TO OWNER} Use of land 1/2 DRY HAY, 1/2 GRAZING

Terms of lease _____ Lease termination date 4-30-76

Share cropped with others: Crop HAY & GRAIN % to owner 25 Acres 160

LAND LEASED TO OTHERS: NONE

Name and address of lessee _____

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

Terms of lease _____ Lease termination date _____

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

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

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

Signed R. J. Taylor Esther Taylor Date SEPT. 30, 1975

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

T 45 N R 2 E

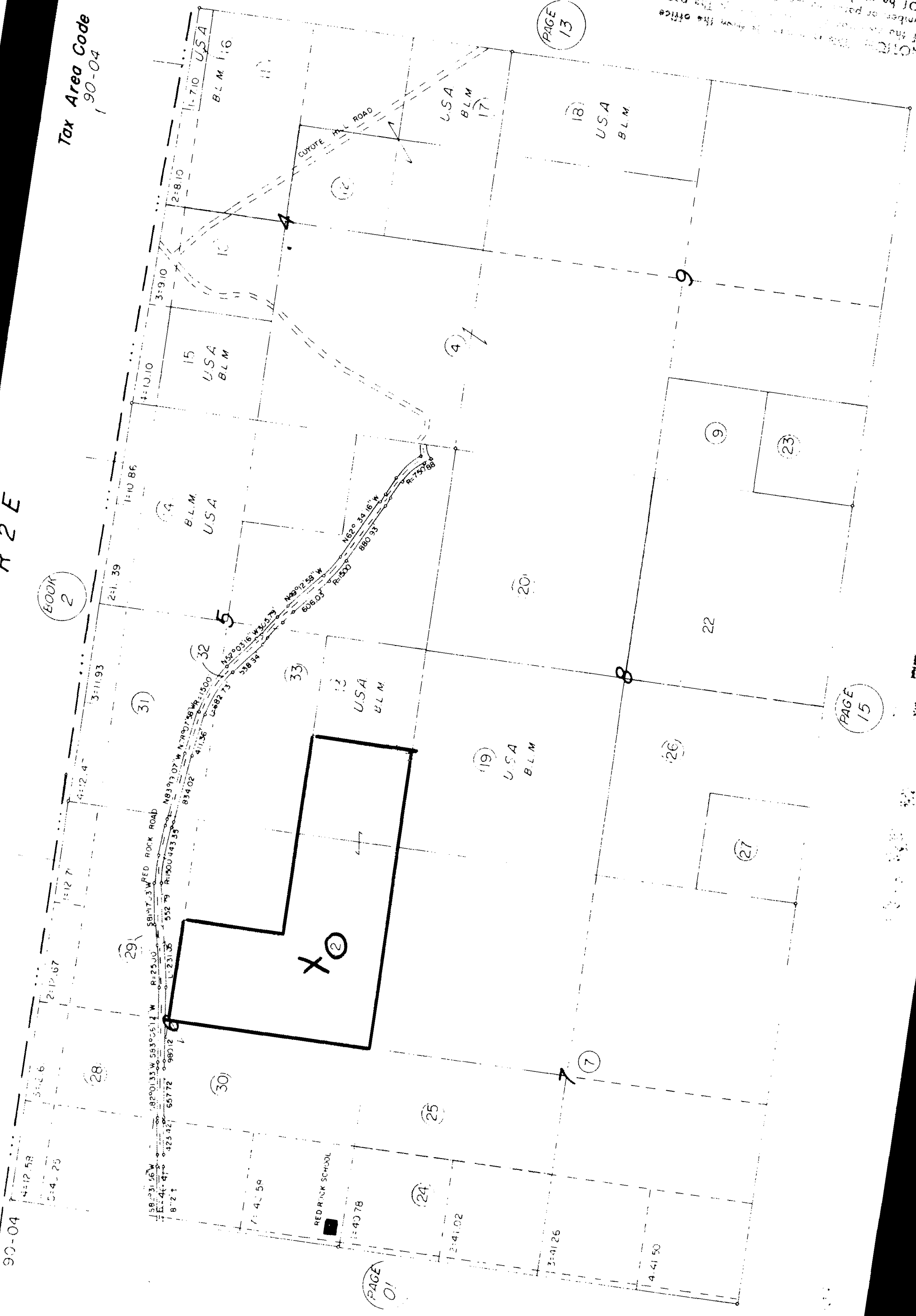
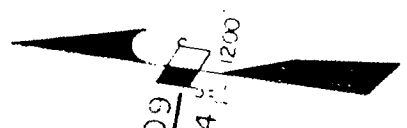
90-09
90-04

Tax Area Code
90-04

10-14

BOOK
2

90-09
90-04



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01

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13

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15

NOTICE: This map is to be used for the purpose of showing the location of the land parcels and the boundaries of the parcels. It is not to be used for any other purpose. The office of the Surveyor General, State of California, is the authority for the map. REVENUE AND TAXATION CODE, SECTION 272.

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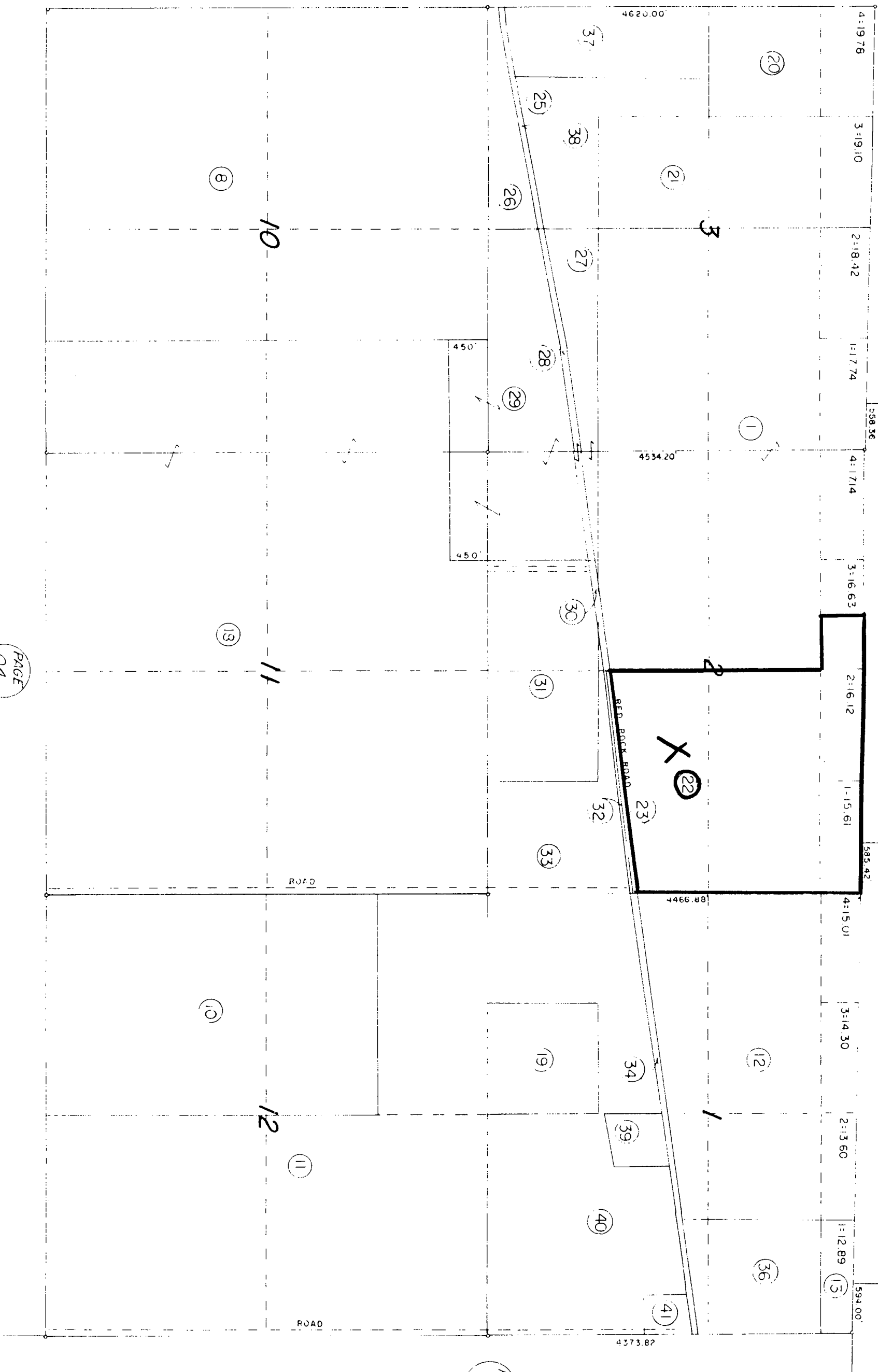
VOL 750 PAGE 295

T 45 N R 1 E

Tax Area Code
90-04

10-01

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02



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02

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04

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14

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

Exhibit G

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VOL 750 PAGE 297

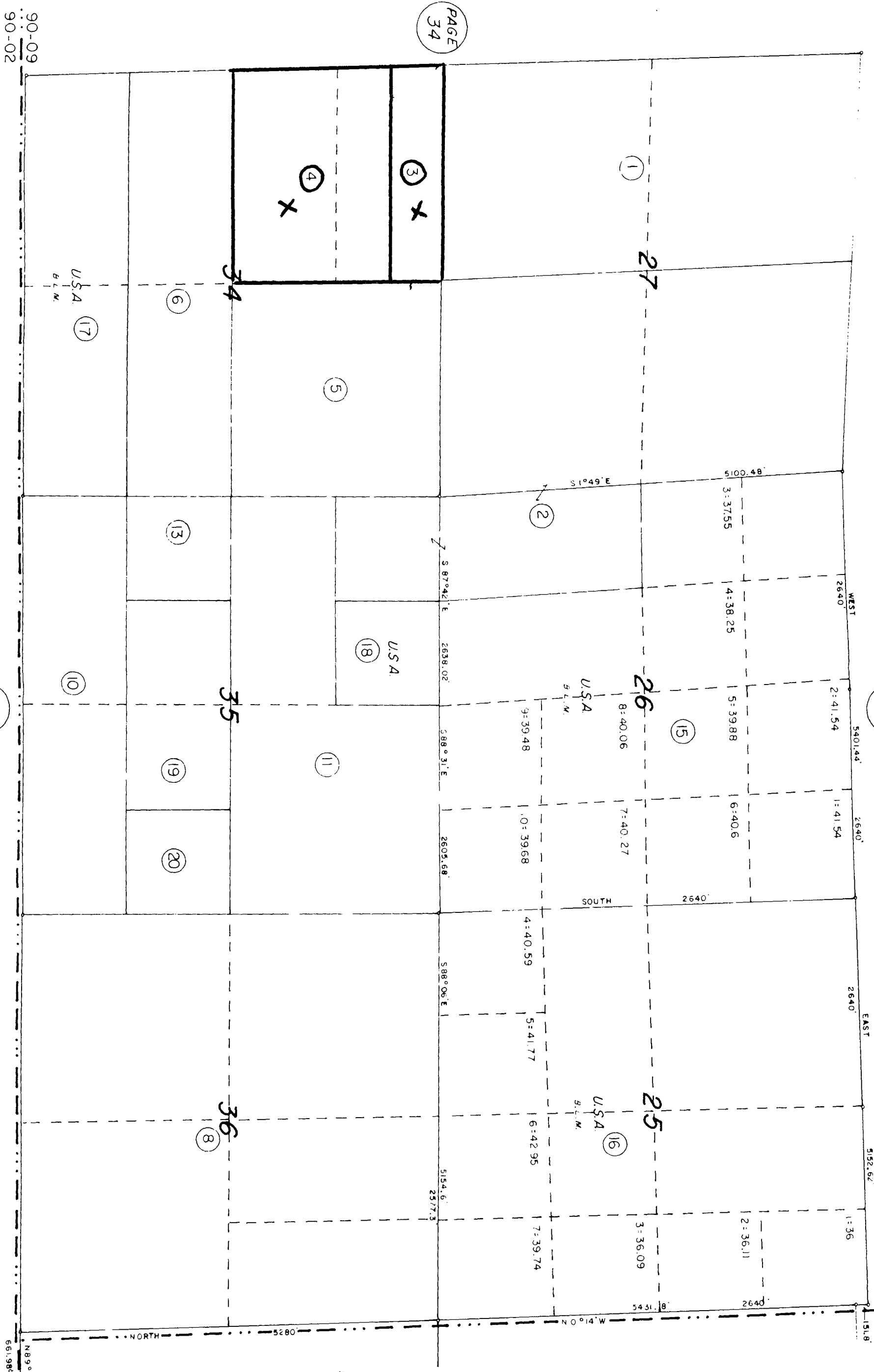
T46 N R2E

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Tax Area Code
90-09

90-00
90-01
90-02

2-33



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PAGE 40

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

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PAGE 299

90-09
90-02
90-00
90-01
90-02
90-00
90-01
90-02

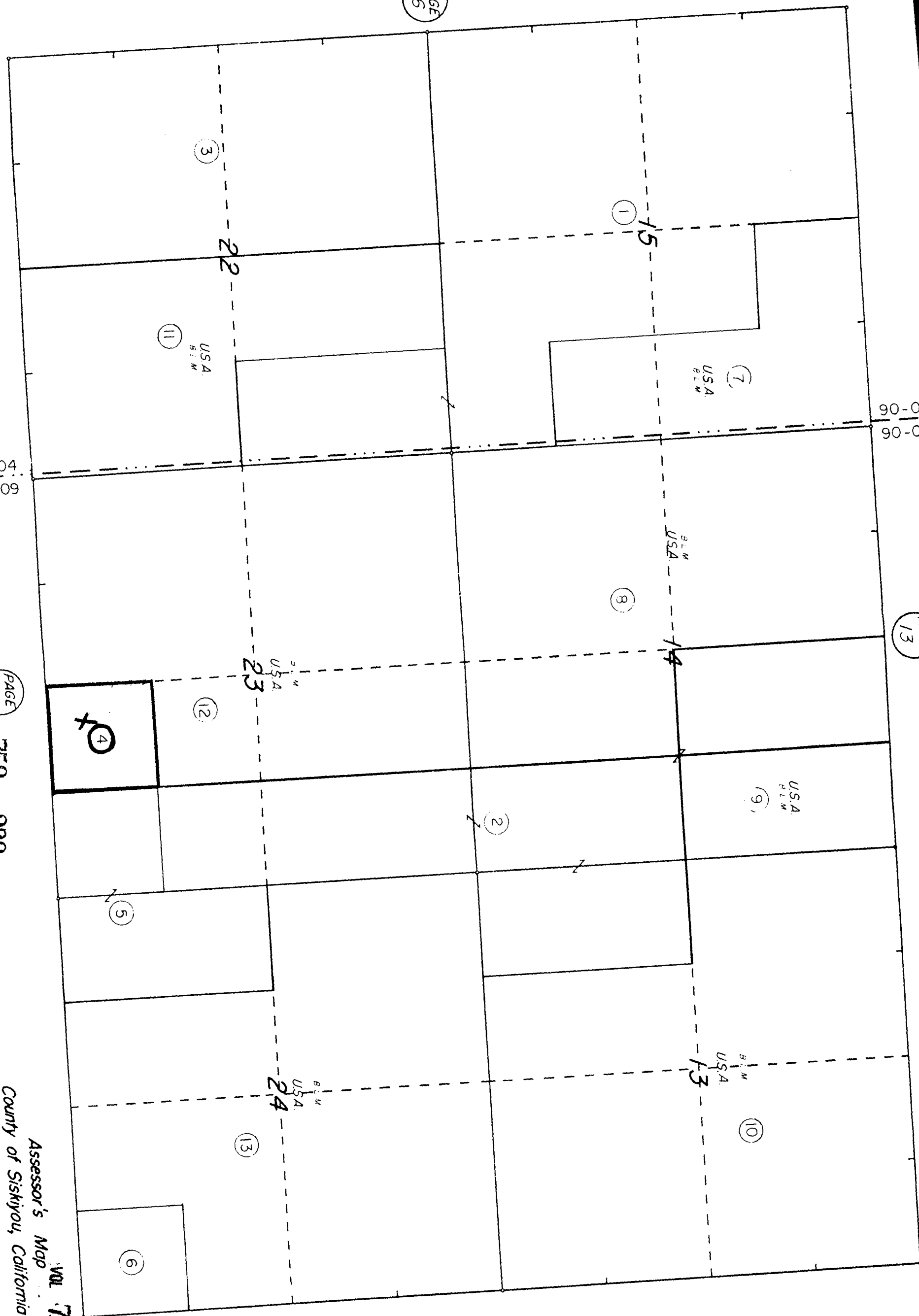
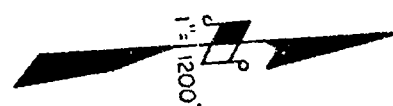
Tax Area Code
90-04
90-09

2-15

T 46 N R 1 E

PAGE 13

90-04
90-09



PAGE 16

90-04
90-09

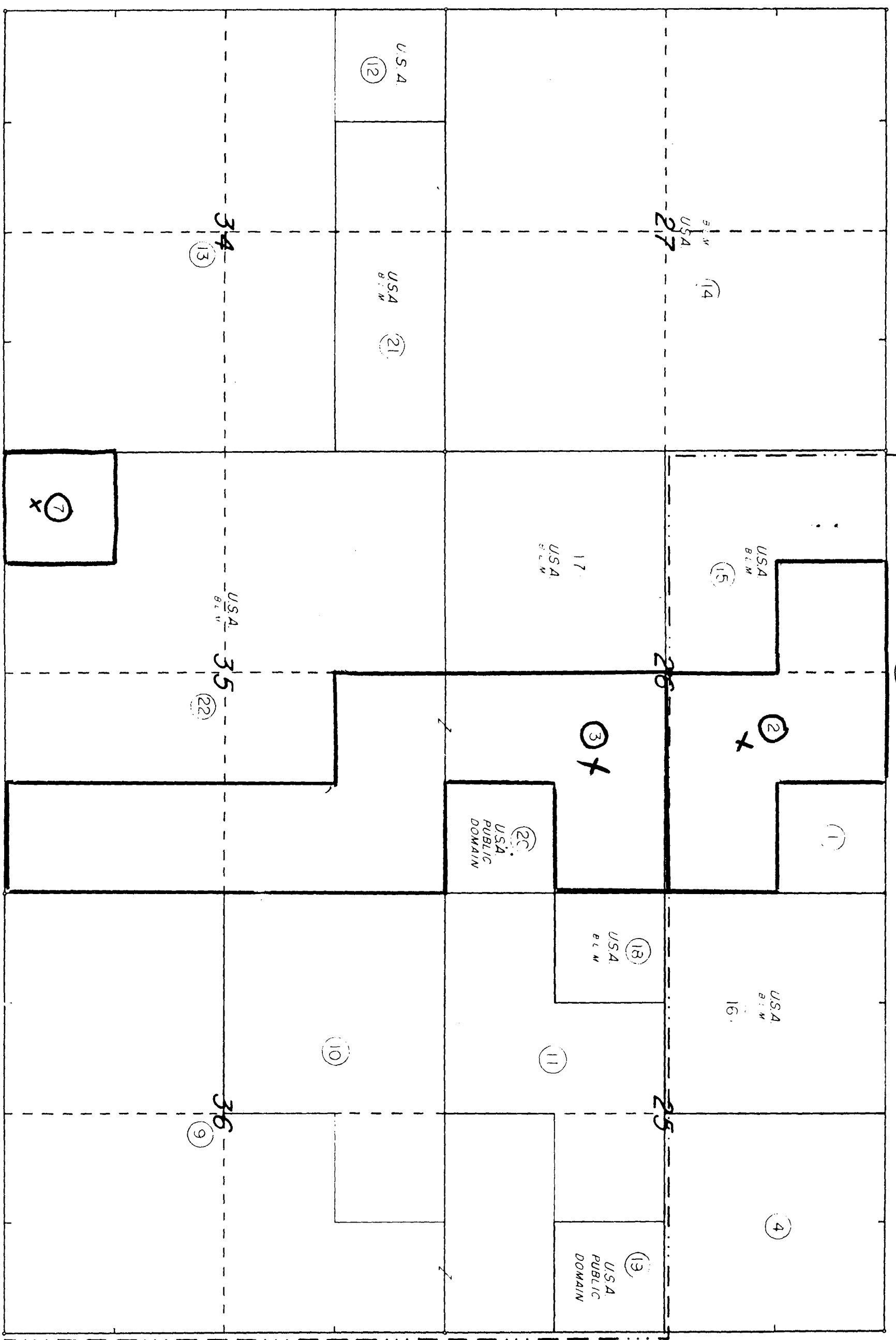
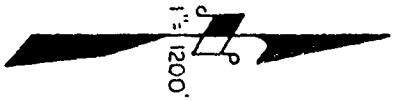
PAGE 17

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Assessor's Map
County of Siskiyou, California
Vol 750 Page 301

PAGE 32

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



NOTICE: This map was taken from the office of the Assessor, Siskiyou County, Oregon. This page number, or parcel number, or section number may NOT be used in any other map or plan.

REVENUE AND TAXATION CODE, SECTION 322.

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

10th day February 19 76

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

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

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

AYES: Supervisors Hayden, Porterfield and Torrey.

NOES: None.

ABSENT: None.

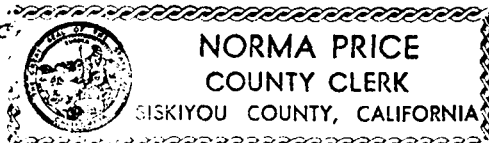
ABSTAINED: Supervisor Belcastro.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ^{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 2-10-76.

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

cc: File
Recorder



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

By

Joanne Davis
Deputy Clerk

THESE MINUTES ARE SUBJECT TO CHANGE BY THE BOARD OF SUPERVISORS

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Exhibit G

13329

FORM APPROVED

This 2nd day of May, 1974

FRANK J. DOLAN, CO.

County Counsel

Frank J. Dolan
SISKIYOU COUNTY, CALIFORNIA

MAY 3 8 20 AM '74

Vol. 709 Page 321

RECORDER

FEE \$No Charge

ADDENDUM TO LAND CONSERVATION CONTRACT #183

THIS IS AN ADDENDUM to the Land Conservation Contract between Lewis W. & Mary Ann Parsons and the COUNTY OF SISKIYOU, executed by ERNEST A. HAYDEN, Chairman of the Board of Supervisors of the County of Siskiyou on the Feb. 8, 1973, and attached hereto as "Exhibit 1".

R E C I T A L S :

1. WHEREAS, the parties to the aforesaid Land Conservation Contract which is attached as "Exhibit 1" hereto, has not been fully completed by the parties prior to recordation, in that "Exhibit A", which is attached to that said agreement has not been fully completed, nor have all of the appropriate blanks been completely filled prior to the recordation of the aforesaid contract,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the Clerk of the Board of Supervisors of the County of Siskiyou is authorized to complete "Exhibit A" to the aforesaid contract listing thereon a description of the property which has been accepted for contract pursuant to the California Land Conservation Act (Agricultural Preserve Contract).

2. It is further mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to fill in the appropriate blanks in the aforesaid Land Conservation Contract.

3. It is mutually understood and agreed that the Clerk of the Board of Supervisors of the County of Siskiyou is authorized and directed to record the said Addendum upon execution by the Board of Supervisors of the County of Siskiyou

DATED: April 25, 1974

Mary Ann Parsons
Lewis W Parsons

OWNER

COUNTY OF SISKIYOU, BOARD OF SUPERVISORS

BY Ernest A. Hayden
Chairman

ATTEST:

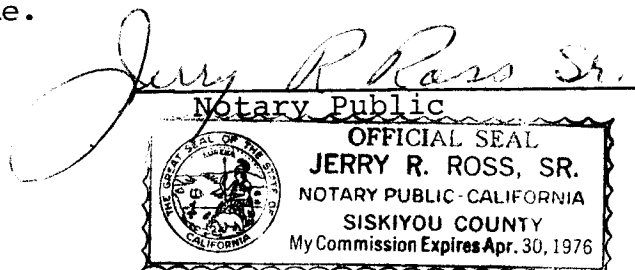
Norma Price
Clerk, Board of Supervisors

STATE OF CALIFORNIA)
) ss.
County of)

On this 9 day of October, 19 73,
before me, Jerry R Ross Sr., a Notary Public, in
and for said Siskiyou County, personally appeared
Mary Ann Parsons & Lewis W Parsons
known to me to be the person s whose names Are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

My Commission Expires:

STATE OF CALIFORNIA)
) ss
County of Siskiyou)



Box 3, Mt. Hebron, CA. 96066

On this 25th day of April, 19 74,
before me, Robin Watson, a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A Hayden, known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Robin Watson
Notary Public

My Commission Expires: 4-1-75

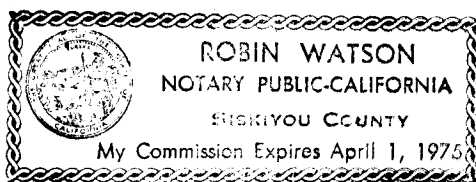


EXHIBIT "A"

List Assessor's Parcel Numbers below:

10-010-110

10-010-210

10-010-190

10-010-070 - less 15 acres

10-010-010

10-010-170

10-010-050

10-010-130

10-010-030

10-010-120

2-170-130

72036105

T 45 N R 1 E

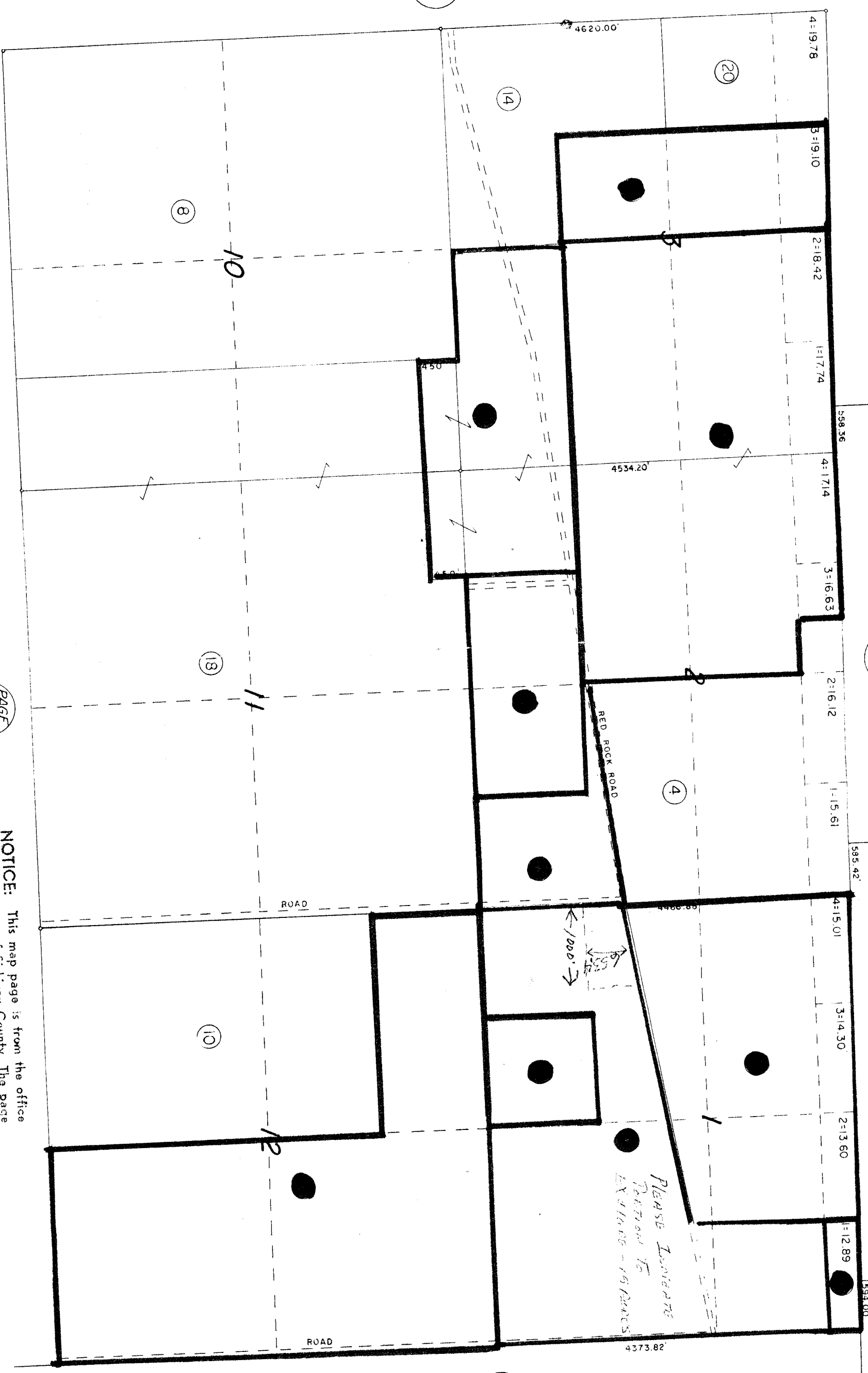
Tax Area Code
90-02

10-01

BOOK
02

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

VOL 709 PAGE 325

Exhibit H

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

25th day April 1974

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned

ADDENDUMS TO LAND CONSERVATION CONTRACTS APPROVED AND CLERK
AUTHORIZED TO RECORD.

It was moved by Supervisor Wacker, seconded by Supervisor Porterfield, that upon the certification of Robert K. Fink, Senior Appraiser, Rural, Siskiyou County Assessor's Office, that he has reviewed the Addendums to the Land Conservation Contracts and with the information available to the Assessor's Office he found that all material contained in the addendums is correct and in proper order, the Board does hereby approve the Addendums to the Land Conservation Contracts between the County of Siskiyou and the following persons, and the Chairman is authorized to sign and the Clerk is authorized to have said Addendums recorded:

Lila Butler Beck
Albert J. & Molly Jean Boyle
Donald G. & Patricia A. Brazil
Mr. & Mrs. Robert E. Cheyne
Stanley A. & Betty R. Cooley
James R. & Maxine L. Dimick
David Ellison
Edwin C. Hart, et al
Merle Dale & Juanita S. Goode
Ruth K. & Harlan B. Griswold, Jr.
Silas H. Johnson, Jr.
Maylene McCoach
Robert B. McIntosh, et al
Lewis W. & Mary Ann Parsons
Lewis W. Parsons
Merwyn S. & Dorothy Rickey, et al
Merwyn S. & Dorothy Rickey
George P. & Alice R. Silveira
Ray A. & Geraldine V. Torrey
Harold B. & Dolores L. Tozier
Doris S. & George W. Young, Jr.

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

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 4-25-74.

Witness my hand and the seal of said Board of Supervisors, this 2nd day of May, 1974.

cc: File
Assessor
Recorder



NORMA PRICE
COUNTY CLERK

NORMA PRICE

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

By

Joanne Davis
Deputy Clerk

183
184
X

October 3, 1973

Mr. & Mrs. Lewis W. Parsons
P. O. Box 63
Mt. Hebron, California 96066

Dear Mr. & Mrs. Parsons:

Enclosed please find an Addendum to the Agricultural Preserve Contract for your signature. A review of your contract has indicated that it has not been completely filled out and since it has been recorded, it is necessary for you to execute the enclosed Addendum to the Contract authorizing the Clerk of the Board of Supervisors to properly complete the Contract placing your land in Agricultural Preserve. (The Exhibit A page was left blank and will just be copied from the application sheet on the front of the Contract).

Would you please execute this agreement before a Notary Public and return it to the Clerk of the Board of Supervisors in the enclosed self-addressed envelope at your earliest convenience.

On your other Ag Presetive Contract the map is not clear. Would you note on map 10-01 - please indicate portion to excludde, 15 acres - . Please mark this map for us also.

Very truly yours,

NORMA PRICE, Clerk
Board of Supervisors

By _____
Deputy

Enclosures

Please sign both "Addendum to Land Conservation Contract". One will have to be attached to each of your contracts.
Thank you.

Exhibit H

C
O
P
Y

TITLE INSURANCE AND TRUST COMPANY
SISKIYOU COUNTY TITLE CO.
T 45

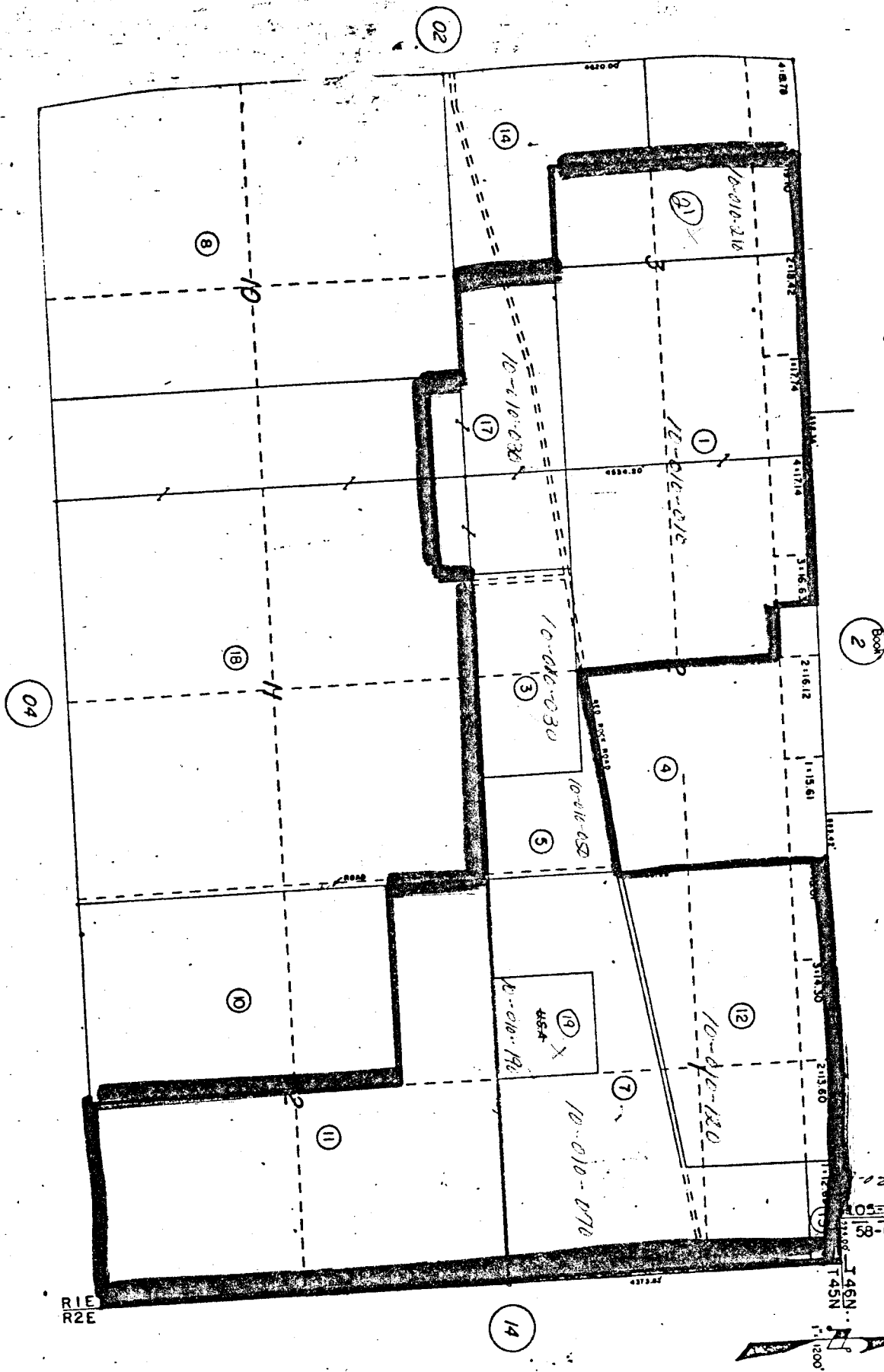
T 45 N R 1 E

Tax Area Code
105-03

10-01

VOL 682 PAGE 857

Exhibit H



#183

FORM APPROVED

This 16th day of Feb, 1973

FILED

11718

OCT 2 11 10 AM '72 APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA~~MICHAEL T. HENNESSY~~

County Counsel

~~DEPUTY COUNTY COUNSEL~~

SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK

BY

DEPUTY

OWNER/OWNERS NAME AS RECORDED: Lewis W. Parsons, Mary Ann Parsons
(include trust deed or other
encumbrance holders Use
separate sheet if necessary) Cal Vet

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

APPLICANT'S ADDRESS: P.O. Box 63 Mt Hebron CALIF 96066AGENT 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: Lewis W. Parsons MAILING ADDRESS: P.O. Box
63 Mt Hebron CALIF 96066DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
	<u>10-010-110</u>	
	<u>10-010-210</u>	
	<u>10-010-190</u>	
<u>see separate sheet for additional parcels</u>		
Total acreage		_____

Attached hereto and made a part hereof as if fully set forth
is a list and copies of pertinent code sections relating to
California Land Conservation Contracts.I declare under penalty of perjury that the information
contained in the application is true and correct. If any
information is not true and correct, I agree to pay to the
County of Siskiyou all the cost incurred to correct the
records concerning the land conservation contract and any
and all cost of collecting or correcting taxes, along with
a reasonable attorneys fee which may be incurred in this matter.OWNER/OWNERS SIGNATURE: Lewis W. Parsons
Mary Ann Parsons

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: AgricultureTHE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes ___ No XPRESENT ZONING: A-1 PRESENT GENERAL PLAN DESIGNATION:Intensive Agriculture

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

2-170-130 ✓
10-010-120
10-010-030
10-010-130
10-010-050
10-010-170
10-010-010
10-010-070 - less 15 acres - see map 24.
1107
1108
1109
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Notice to the Owner shall be addressed as follows:

Box 63 Mt. Hebron Calif. 96066

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

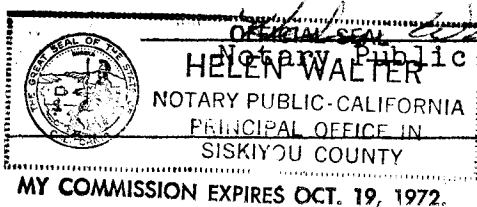
Lewis W. Parsons
Mary Ann Parsons

OWNER

STATE OF CALIFORNIA)
COUNTY OF Siskiyou) ss.

On this 2nd day of October, 1972,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Lewis W. Parsons & Mary Ann Parsons
known to me to be the person, whose name s
subscribed to the within instrument, and acknowledged to me
that they executed the same.

My Commission expires:



ATTEST:

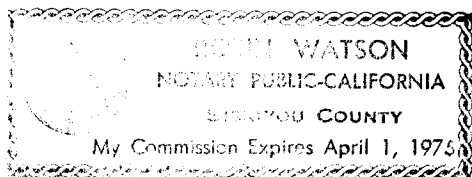
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

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



My Commission Expires:


Robin Watson
Notary Public

4-1-75

CONSENT OF LIENHOLDER

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

DATED: This 15th day of November, 19 72.

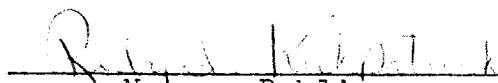


LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF Shasta)

On this 15th day of November, 19 72,
before me, the undersigned a Notary Public,
in and for said Shasta County, personally
appeared Cassius C. Johnson known to me
to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he
executed the same.





Notary Public

My Commission Expires: 11-11-76

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Lewis W Parsons ADDRESS Mt. Hebron Calif. 96066

PARCEL NUMBERS 10-010-110 10-010-210 10-010-190 2-170-130
10-010-120 10-010-230 10-010-130 10-010-070 10-010-010
10-010-050 10-010-170

HOW LONG HAVE YOU OWNED THIS LAND? part 30 years part 10 years

TYPE OF AGRICULTURAL USE: 1253

Dry pasture acreage ~~1133~~ Carrying capacity 400 AUM

Irrigated pasture acreage 00 Carrying capacity _____

Dry farming acreage 170 crop Crops grown 170 wheat half is fallowed Production per acre 29 Bu
340 170 SF rye hay 1 ton

Field crop acreage 220 Crops grown alfalfa Production per acre 3 1/2

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM 400 Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

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

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

LAND LEASED FROM OTHERS:

Name of Owner _____ No. of acres _____

Rental fee per acre _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

LAND LEASED TO OTHERS:

Name and address of lessee _____

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

Terms of lease _____ Lease termination date _____

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

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

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

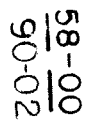
Signed Lewis W Parsons Date Dec 1, 1972

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

Adopted 11-28-72

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15

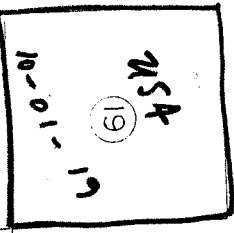


Q667

Bk.
10

Exhibit H

10-01

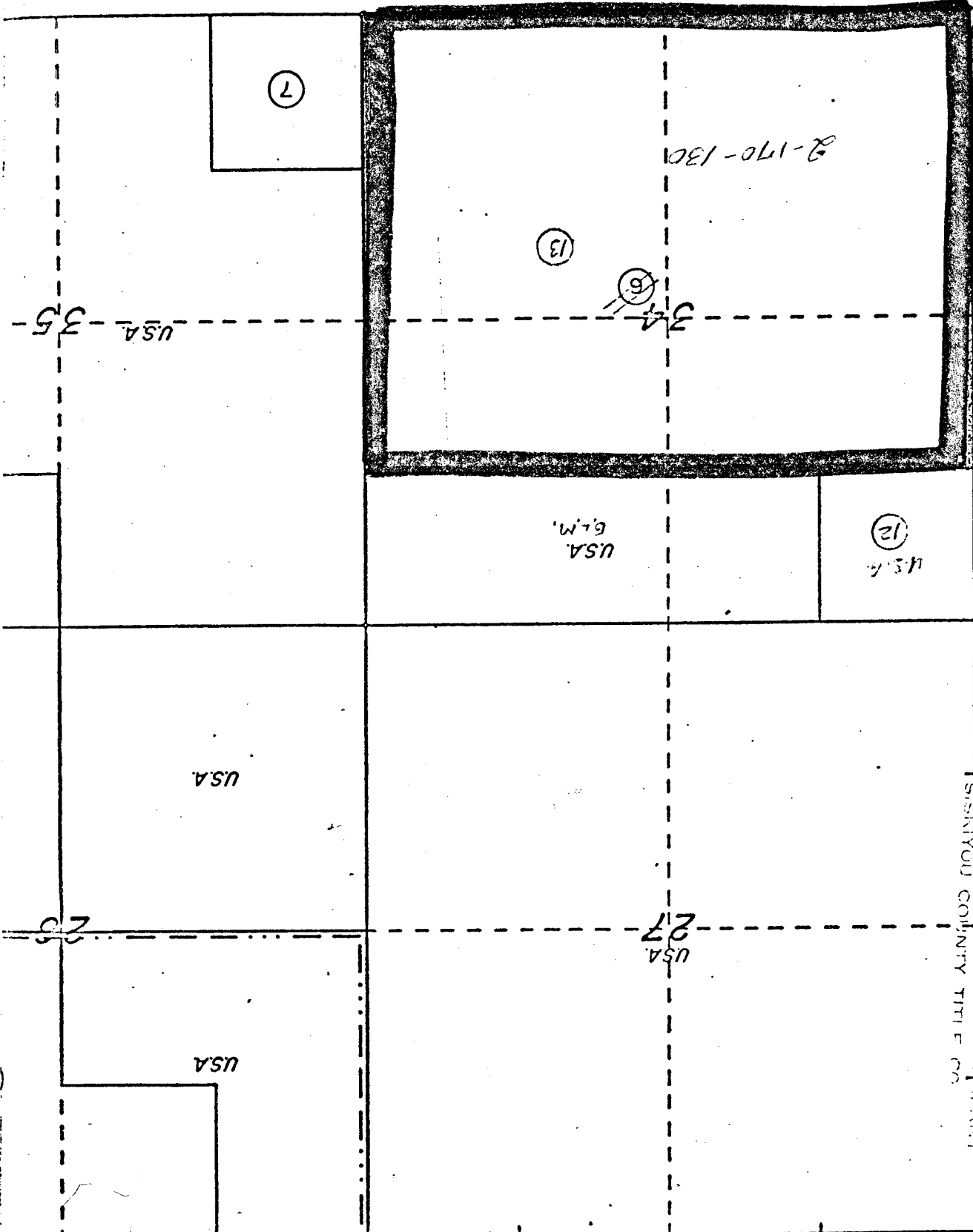
$$i'' = 1200$$


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170



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THIS PLAT IS FURNISHED FOR INFORMATION. IT IS COMPILED FROM DATA WHICH WE BELIEVE TO BE ACCURATE, BUT NO CORRECTNESS OF SUCH DATA

TITLE INSURANCE AND TRUST COMPANY

MISSISSIPPI COUNTY TITLE CO.

Sec. 34 Twp. 46-N Rng. 1-E

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

8th day February 1973

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

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

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

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

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

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

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

FEB 20 8 51 AM '73
O.R. Vol 682 Page 847

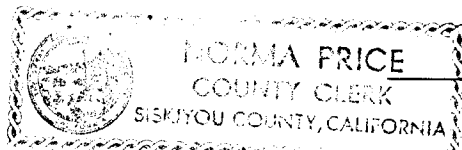
RECORDED FEB 20 No Charge

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

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

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk