

# Staff Report

Submission Date: June 2, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Langford APA-25-04, Williamson Act Contract No. 71057, 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 north and east of the city of Montague, south of York Road on APNs 041-150-140 & 041-150-080, Township 46N, Range 5W, Section 24, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71057  
**B.** Location Map  
**C.** Zoning Map  
**D.** NRCS Soils Data and Map  
**E.** Williamson Act Contract Amendment Questionnaire  
**F.** Existing Contract 71057 and Establishment of Agricultural Preserve

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## Background and Discussion

Doug and Cheryl Langford have submitted a request to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under their ownership. The subject property is approximately 690 acres, which is currently under contract that has multiple property owners.

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



June 2, 2025

### **Parcel Creation**

- APN 041-150-080 is a 51.5-acre legal parcel by Grant Deed as recorded on March 20, 1957, in Siskiyou County Records in Volume 382 at Page 522.
- A 318.7-acre portion of APN 041-150-140 is one separate legal parcel by Land Patent No. 992 dated November 12, 1867, and later modified by Boundary Line Adjustment as recorded on September 10, 2008, in Siskiyou County Records as Document No. 2008-0010178.
- A 160-acre portion of APN 041-150-140 is one separate legal parcel by Land Patent No. 41 dated May 1, 1972.
- An 80-acre portion of APN 041-150-140 is one separate legal parcel by Land Patent No. 68 dated May 1, 1972.
- A 40-acre portion of APN 041-150-140 is one separate legal parcel by Land Patent No. 882 dated June 15, 1866.
- A 40-acre portion of APN 041-150-140 is one separate legal parcel by Land Patent No. 882 dated June 15, 1866.

### **Parcel History**

#### **Williamson Act Contract**

- The subject property is a portion of Williamson Act Contract No. 71057 (Clerk's Record - 67) as recorded on May 17, 1971, the Siskiyou County Records in Volume 623 at Page 161.

#### **Agricultural Preserve**

- Preserve as established by Board of Supervisor's Resolution No. 404 in Book 2.

### **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.*



June 2, 2025

**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 six parcels totaling 690.5 acres, exceeding the 100-acre minimum size.*

**Contract Requirements****Zoning**

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

*All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) and Non-Prime Agricultural (AG-2-B-40) as shown on the zoning map (Exhibit C).*

**Minimum Parcel Size**

Per County Rules Section III, Item B, 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.

*With the smallest parcel being 40 acres and the largest being 318.7, the parcels exceed the minimum acreage requirement.*

**Agricultural Soils Class**

Per County Rules Section III, Item B, Agricultural land in a contract 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 220.62-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit D).*

<b><u>Soil Type</u></b>	<b><u>Acres +/-</u></b>	<b><u>Class</u></b>	<b><u>Ratio to Class</u></b>	<b><u>Equivalent</u></b>
171	240	IV	4:1	60
161	119	III	2:1	59.5
173	99	VI	6:1	16.5
188	87	VI	6:1	14.5
160	68	III	2:1	34
190	43	III	2:1	21.5
167	11	III	2:1	5.5
168	10	III	2:1	5
172	7	VI	6:1	1.12
169	6	III	2:1	3
<b>Total</b>	<b>690</b>			<b>220.62</b>



## Production Uses

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

*The property has historically been used for and continues to be used for pasture and grazing for cattle.*

## 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.

*Currently, there are no other uses occurring on the 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 690.5 acres, establish a new preserve consisting of the 690.5 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 690.5-acre preserve.

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 June 2, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



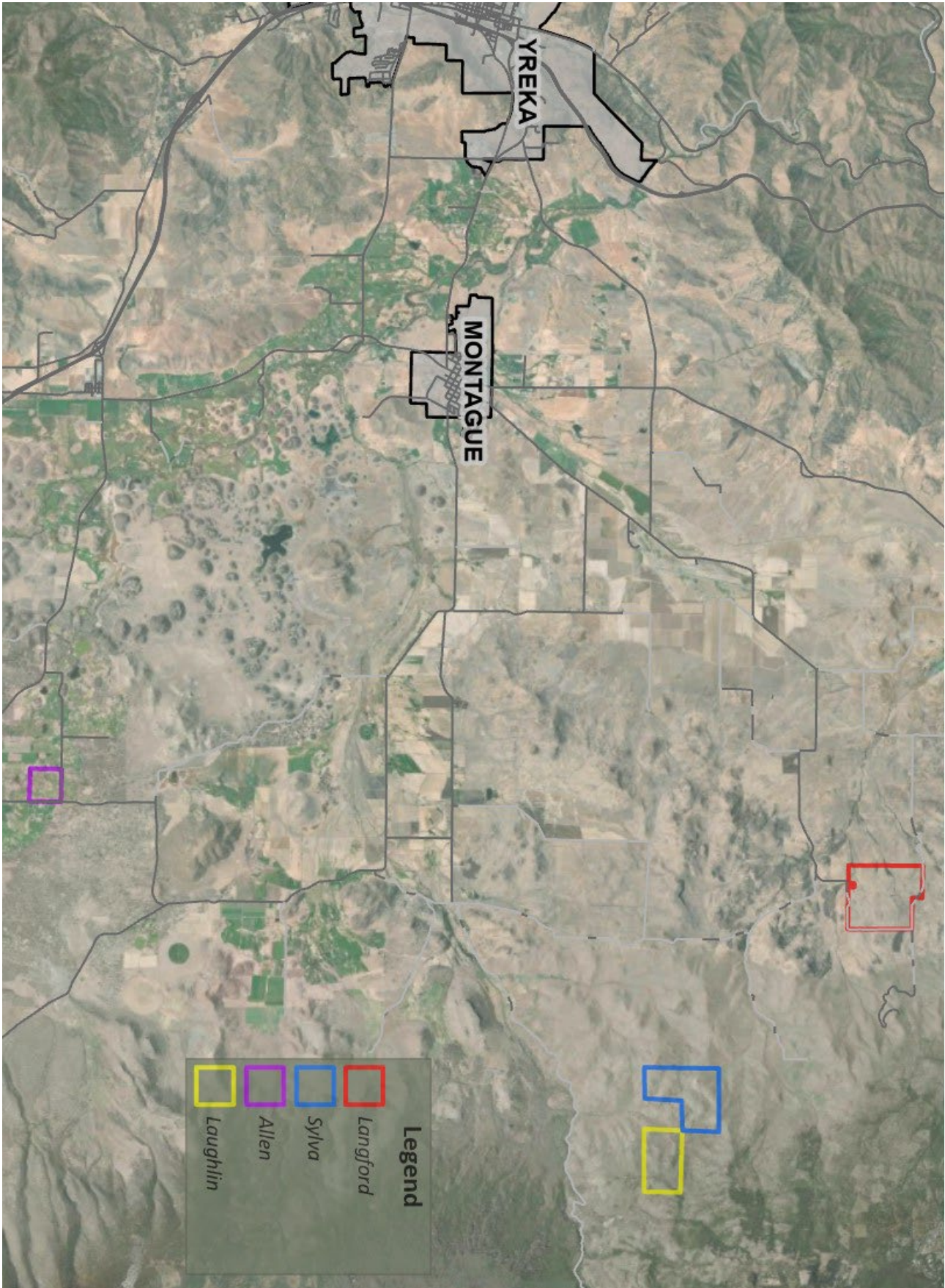


Exhibit A – Property Under Current Contract 71057





Exhibit B - Location

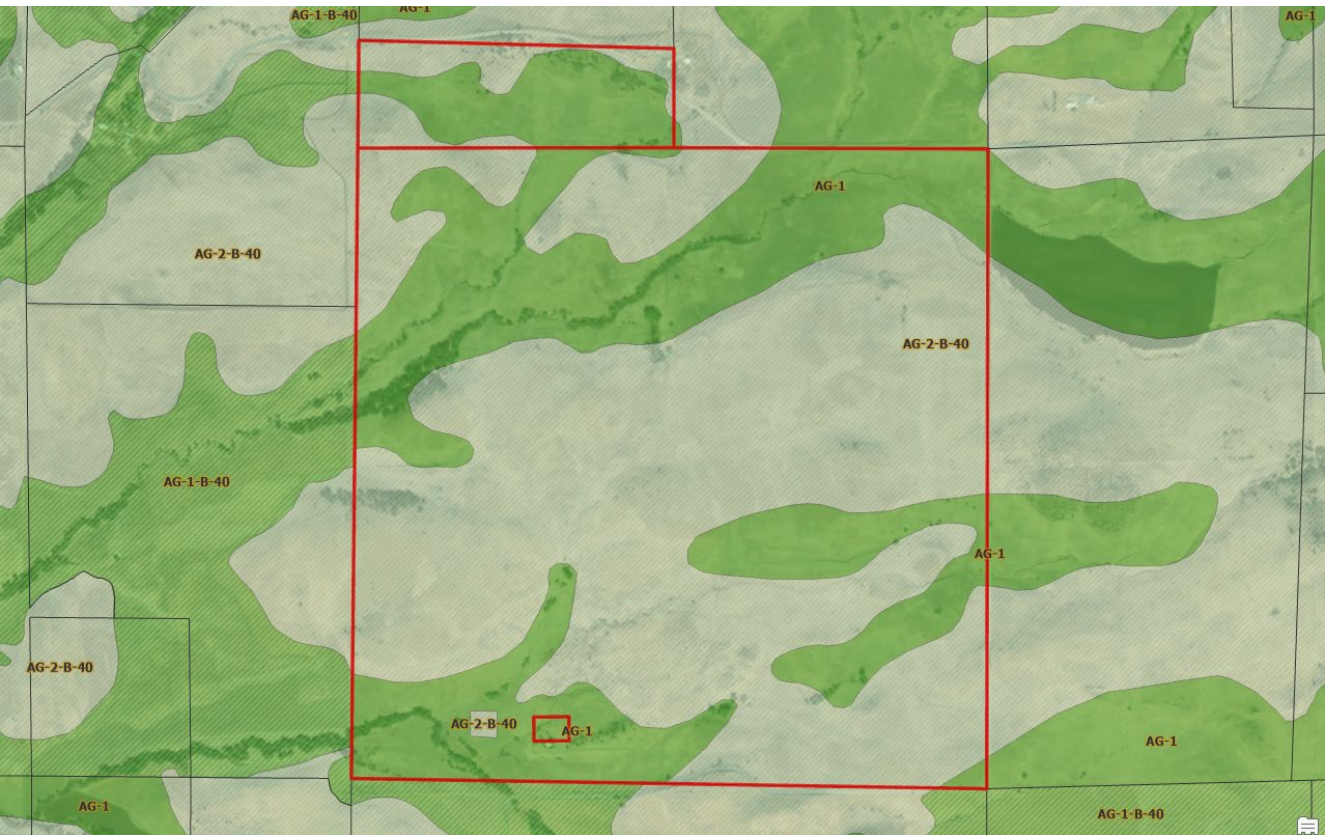


Exhibit C - Zoning



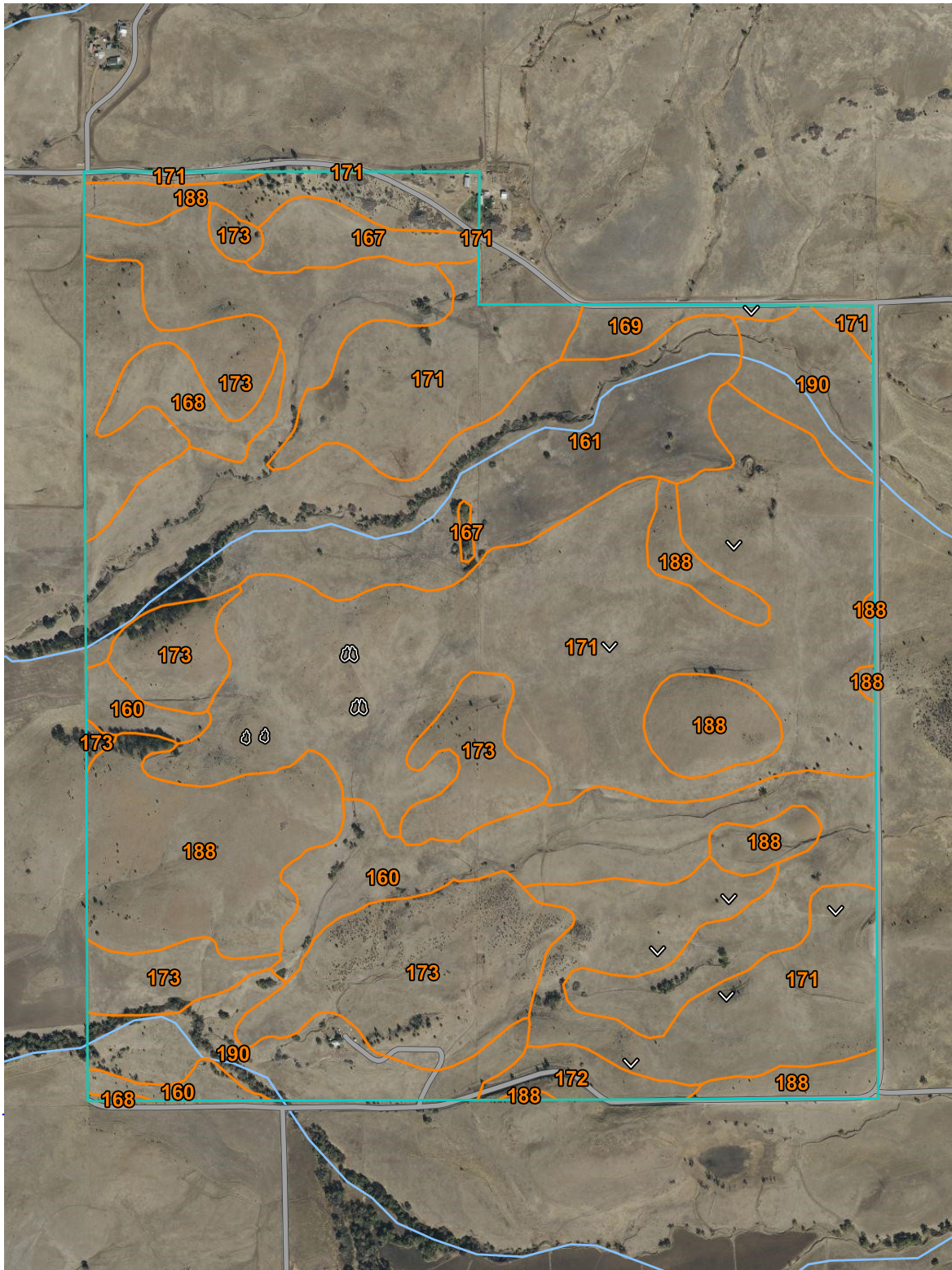
Soil Map—Siskiyou County, California, Central Part  
(APA2504)

122° 23' 0" W

122° 21' 36" W

41° 50' 7" N

41° 50' 7" N



41° 48' 44" N

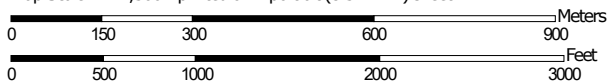
41° 48' 44" N

122° 23' 0" W

122° 21' 36" W



Map Scale: 1:12,500 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84















Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

5/20/2025  
Page 1 of 3



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: Siskiyou County, California, Central Part  
Survey Area Data: Version 17, 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: Oct 12, 2022—Oct 17, 2022

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
160	Jenny clay, 2 to 15 percent slopes	68.6	9.9%
161	Jenny cobbly clay, 0 to 15 percent slopes	119.7	17.2%
167	Kuck clay loam, 2 to 9 percent slopes	11.2	1.6%
168	Kuck clay loam, 9 to 15 percent slopes	10.7	1.5%
169	Lassen clay, 2 to 9 percent slopes	6.4	0.9%
171	Lassen cobbly clay, 2 to 15 percent slopes	241.6	34.7%
172	Lassen-Kuck complex, 15 to 50 percent slopes	7.3	1.1%
173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	99.6	14.3%
188	Mary-Rock outcrop complex, 2 to 50 percent slopes	87.9	12.6%
190	Medford clay loam, cool, 2 to 5 percent slopes	43.2	6.2%
<b>Totals for Area of Interest</b>		<b>696.2</b>	<b>100.0%</b>



✓ **Williamson Act Contract Amendment Questionnaire**

Owner Name(s): Douglas J + Cheryl S Langford Trust 1993

Parcel Numbers: 041-150-080 041-150-140

How long have you owned this land? 2016

**Lienholders** ☒ Deed of Trust included in packet ☒ No lienholders for this property

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Type of Agricultural Use:**

- ☒ Grazing
- ☒ Dry pasture acreage 690 Species: Beef Cattle # head ~ 70 # days per yr. 150-180
- ☐ Irrigated pasture acreage \_\_\_\_\_ Species: \_\_\_\_\_ # head \_\_\_\_\_ # days per yr. \_\_\_\_\_
- ☐ Dry farming acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_
- ☐ Field crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_
- ☐ Row crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_
- ☐ Other acreage \_\_\_\_\_ Type \_\_\_\_\_ Production per acre \_\_\_\_\_

Type of irrigation (pivot line, ditch, etc.) \_\_\_\_\_

Total Acres in Agricultural Production: 690

☐ Timber Production acreage \_\_\_\_\_

**Other Uses:**

*Indicate if this is concurrent with the Ag Uses above or the sole use of the acreage noted*

- ☐ Timber Production \_\_\_\_\_ acres ☐ with \_\_\_\_\_ ag use ☐ only use
- ☐ Residential \_\_\_\_\_ acres
- ☐ Offices, packing facilities, vending facilities, etc. \_\_\_\_\_ acres
- ☐ Surface mining \_\_\_\_\_ acres ☐ with \_\_\_\_\_ ag use ☐ only use
- ☐ Equine pasture and facilities \_\_\_\_\_ acres ☐ with \_\_\_\_\_ ag use ☐ only use
- ☐ Agricultural Enterprises \_\_\_\_\_ acres ☐ with \_\_\_\_\_ ag use ☐ only use
- ☐ Open Space \_\_\_\_\_ acres where no ag use is occurring
- ☐ Other \_\_\_\_\_ acres. Description: \_\_\_\_\_
- ☐ With \_\_\_\_\_ ag use ☐ No ag uses
- ☐ Conservation Program \_\_\_\_\_ acres. (attach Conservation Easement/Agreement)
- ☐ With \_\_\_\_\_ ag use ☐ No ag uses



**Land Leased to Others**

n/A.

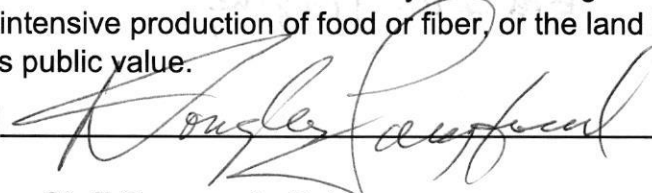
Name of owner \_\_\_\_\_ Number of acres \_\_\_\_\_

Use of land \_\_\_\_\_

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

**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  Date 3/13/25

**Planning Staff Comments Below**

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

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

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



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

5498

27th day September 1983

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

ABSENT: None.

COUNTY ADMINISTRATOR: Richard E. Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

AGRICULTURAL PRESERVE CONTRACT - NOTICE OF NON-RENEWAL OF FRANCIS SYLVA, ET AL, ACCEPTED.

It was moved by Supervisor Mattos, seconded by Supervisor Zwanziger, and unanimously carried, that the Notice of Non-Renewal of Agricultural Preserve Contract submitted by Francis Sylva, et al, is hereby accepted and the Clerk is directed to record same.

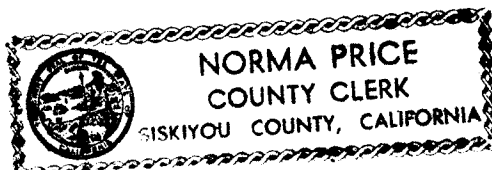
RECORDED AT REQUEST OF  
Siskiyou County Clerk  
MIN  
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.  
Sept. 28, 1983 11:00 AM  
Vol 1012 Page 50  
*[Signature]*  
I. CORCLER FEE \$ No Chg

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 9-27-83.

Witness my hand and the seal of said Board of Supervisors, this 28th day of September, 1983.

cc-File  
Recorder ✓  
Planning



NORMA PRICE

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

By Lou Furkowsky  
Deputy Clerk

Exhibit F

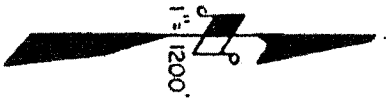
NOV 1012 PAGE 50



5-15

95-03  
121-01

$\frac{1}{1200}$



STYLA RD. 8M001

AG PRES

5

21-01  
95-03

**ROAD**

N 64° 10' E 292'

N 65° 11' E 166.3'

S 83° 03' E 199.1'

S 74° 11' E 222.7'

N 84° 11' E 168'

S 62° 11' E 261.4'

S 67° 30' E 134.9'

N 46° 43' E 132.8'

N 28° 08' E 169'

N 44° 58' E 151.5'

N 62° 17' E 133.4'

S 89° 32' E 118.9'

AG PRE: 5

AG PRE  
12

Exhibit F

**REVOL 1012** PAGE **53**

95-03  
95-02  
PAGE 16

BOOK  
4

Exhibit F

AS PRES  
16  
PAR 1

AG PRES  
PARCEL 17  
2

18  
AG PRES

PARCEL 4

11 AG PRES

AG PRE  
13

S. 1-30'E, 438.

S. 4<sup>th</sup> W 471

150

N. 79° W. 170'

N.º 850-

**NOTICE:** This map page is from the office of the Assessor of Sixty-four County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.

BLUESTONE LTD.

SEE PAGE 81

PORTION PARCEL 3

# TRACT

109

PORTION PARCEL

WALVER APPROVED REC. O. R. 796-429 10/24/77

95-02  
        
 95-03

95-03  
121-01

(BOOK  
39)

SYLVA AND WILLOW CR. RD. CHANGED BY  
RES. REC. 4/1/82 941-428.

Assessor's Map  
County of Siskiyou, California

31  
Sec. 46N.  
T. 44N.  
R. 14W.  
PARCEL  
#13



NOTICE OF NON-RENEWAL OF AGRICULTURAL  
PRESERVE CONTRACT

(If either the landowner of the city or county 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 city or 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. Section 3 of the Siskiyou County Land Conservation Contract provides that each 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.)

OWNER/OWNERS NAME AS RECORDED: Sylva, Francis, etl.

(none)

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

ADDRESS OF OWNER/OWNERS: Francis Sylva, 13909 Sylva Rd., Montague

Edward Sylva, 11408 Sylva Rd., Montague, Leonard Sylva, 6635 Willow Crk. Rd.

DATE OF RECORDING OF LAND CONSERVATION CONTRACT (AGRICULTURAL PRESERVE CONTRACT): May 17, 1971

VOLUME 623 PAGE 161 ect. OFFICIAL RECORDS

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: Edward Sylva, 11408 Sylva RD., Montague, Cal. 96064

MAILING ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROPERTY: (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 the Assessor's Parcel No. and acreage in the space provided below to indicate that for which a Notice of Non-Renewal is intended.)

\* See attached map.

\*See next page for description.



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 collecting or correcting taxes, along with a reasonable attorneys fee which may be incurred in this matter.

SIGNATURE OWNER/OWNERS

Edward B. Sylva  
Francis A. Sylva  
Timothy Sylva

That portion of East half of Section 36, Township 46 North, Range 5 West, M.D.M; described as follows:

Beginning at a corner post on the South Right of Way line, more or less, of Sylva Road (County Road #8M001) and on the dividing line between the lands of Simmen by deed recorded in Book 711 of Official Records at page 43, on the East and the lands of Sylva by deed recorded in Book 111 of Official Records at page 292; thence South along said dividing line, 171.5 feet to the True Point of Beginning; thence from said true point of beginning, North 79 deg. West, 170 feet to a point; thence South 1 deg. 30' East, 438 feet to a point on the West side of a juniper tree 20" (inches) in diameter; thence South 4 deg. West, 471 feet to a point; thence East 130 feet to the intersection thereof with the dividing line between said lands as herein above referred to; thence North and along said dividing line, 880 feet to the True Point of Beginning.



MAY 17 4 36 PM '71

Vo. 623 Pg. 161

RECORDED  
FEE \$

11965

PREAMBLE TO LAND CONSERVATION CONTRACT

No Chg.

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

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

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



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

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

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



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

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

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

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



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

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

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

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



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

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

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

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

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

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



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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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



Notice to the Owner shall be addressed as follows:

Francis A. Sylva, Leonard L. Sylva, & Edward B. Sylva

c/o Edward B. Sylva - Route #1, Box 601

Montague, California 96064

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

Edward B. Sylva  
Leonard L. Sylva  
Francis A. Sylva  
OWNER

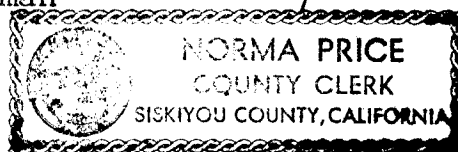
ATTEST:

COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

Ernest C. Hayden  
Chairman

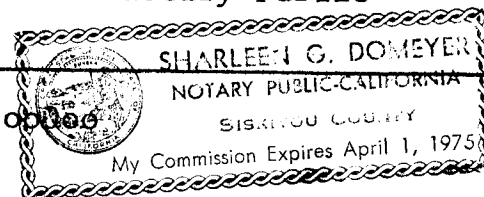
STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.



On this 17th day of May, 1971, before  
me, Shirleen G. Domeyer a Notary Public, in and  
for said Siskiyou County, personally appeared  
Ernest C. 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.

Shirleen G. Domeyer  
Notary Public

My Commission Expires:



STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 14th day of May, 1971,  
before me, Harry W. Meek, a Notary  
Public, in and for said Siskiyou County, personally  
appeared Francis A. Sylva, Leonard L. Sylva, & Edward B. Sylva  
known to me to be the persons whose  
names are subscribed to the within instrument, and  
acknowledged to me that they executed the same.

Harry W. Meek  
Notary Public

My Commission expires: October 29th, 1973

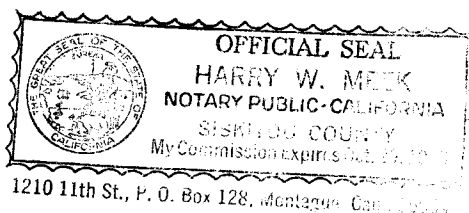


Exhibit F



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

12th day May 19 71

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

ABSENT: Supervisor Earl F. Ager.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT  
BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND  
CLERK INSTRUCTED TO RECORD.

Because of new legislation extending the time for filing and  
recording Land Conservation Contracts, it was moved by Supervisor  
Wacker, seconded by Supervisor Belcastro, that the Chairman is  
hereby authorized to sign any Land Conservation Contracts signed  
by property owners eligible to enter into said Contract pursuant  
to Resolution No. 404, Book 2, adopted by the Board on January  
28, 1969, being a Resolution Establishing an Agricultural Preserve,  
received by 5:00 P.M., Monday, May 17, 1971 and the Clerk is  
instructed to have said contracts recorded. The property owners  
being eligible are as follows:

Joe G. Allen  
Walter H. Arney  
Glenn C. Barnes  
Opal G. Batson  
Frank G. Belcher, Jr.  
P. C. Bergman  
Richard M. Berry  
George E. Betts  
C. R. Birdwell  
Carl W. Black  
David Black  
Rank H. Bryan  
Gordon F. Burrows  
Edwin H. Buscombe, Jr.  
Frank Cacka, Sr.  
Casterline Bros.  
Paul R. Cavener  
Paul Clement  
Connick Livestock Co.  
by L. Philip Dwight  
Cyril Cook  
A. K. & Helen R. Crebbin  
Helen Rohrer Crebbin  
Michael K. Crebbin  
C. R. Cornelius  
Arland E. Costa

Frances C. Costa  
Cecil Crooks  
Crystal Creek Ranch  
Jorgan Danielson  
E. Orlo Davis  
Joseph R. Deas  
Tony DeAvilla  
Richard L. Deller  
James M. Denny  
Charles E. Dixon  
Martha Dowling  
Anna Dreyer  
Clarence Dudley  
Ronald O. Dysert  
Robert H. Edgar  
Jerry Edwards  
Iver J. Eglund  
Orval Ekstrom  
David Ellison  
Floyd E. Evans  
Carl E. Fiock, Jr.  
Lena Fisher  
John N. Foster  
Friden Ranch  
Alfonso J. Fuglistaler  
Wallace G. Gilbert



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:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT  
BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND  
CLERK INSTRUCTED TO RECORD. (CONT'D)

Duane Glendenning  
Kelsie B. Glendenning  
C. Aubrey Grissom  
Wm. J. Guardia  
Charles W. Haight  
Eric Hall  
W. G. Halter  
Quincy Hammond  
Harry & Judd Hanna  
Gladys I. & Edwin C.  
Hart & Isabel Hart Piemme  
Doyle Haskins  
Edward J. Havlina  
James Edward Havlina  
Richard V. Hayden, Jr.  
John H. Heide  
Arthur L. Hicks  
Clifford W. Holmes  
Frances L. Holmes  
Frank Douglas Horn  
F. R. Houghton  
Harreyette Howell  
Elden R. Hoy  
Thomas V. Huddle  
Fred E. Hummel  
Carl J. Iten  
Reba Hays Jeffries  
John J. Jenner  
Bert & Ester Johnson  
Carl A. Johnson  
Larwrence B. Jones  
Eleanor M. Kandra  
Lewis Kandra  
Daniel J. Kelleher  
John Kelleher  
Etta O. Kuck

Wayne H. Kerr  
Jack Landon  
Gerald H. Lange  
Martin Larsen  
Ralph D. Leavers  
A. G. Leck  
Alvin G. Lewis  
Orel Lewis  
John H. Linville  
Joe A. Lombardi  
Brice M. Long  
Lewis L. Lukes  
Ralph Lutz  
James Manton  
Brice C. Martin  
Bruce D. Martin  
Estate of Ida Martin  
Jess C. Martin  
Jess C. Martin &  
Brice P. Martin  
Frances E. & Roy E. Mason  
Edward C. Merlo  
Mills Ranch  
Cecil C. Moore  
C. H. Moore  
Howard L. Moore  
Dennis Mulloy  
McDonald & Lathrop Ranch  
Jess McNames  
Billy K. Neiswanger  
S. D. Nelson  
C. Nilson  
Roy Nylund  
Samual and Ana Ordway  
Orr Bros.  
Kenneth & Donald Dowling



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:

LAND CONSERVATION CONTRACTS RECEIVED AFTER CURRENT MEETING BUT BEFORE MONDAY, MAY 17, 1971 - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD. (CONT'D)

Bruce Oxley  
Lauren Paine  
Lewis W. Parsons  
Claude and/or Maderal  
S. Pasero  
Edward Patterson  
William C. Peters  
Jack R. Piersall  
G. A. Reynolds  
Emmit Roberts  
Boyd L. Robertson  
Brice Rohrer  
Vernon Royce  
Harold M. Schmelz  
Roger D. Schoen  
Norman Sears  
Gene Selby  
Seven D. Ranch Co.  
Keith Severns  
Shoemaker Bros.  
C. I. Shoemaker  
Smith Bros.  
Smith-Sawyer, Inc.  
Cline C. Soule  
Harold F. Spencer  
Kenneth R. Starr  
E. W. Staunton, Jr.  
Robert T. Steen

Vernon L. Swensen  
Edward B. Sylva, et. al  
Mildred E. Takacs  
Steven Takacs  
Leonard D. Tankersley  
H. Terwilliger & L. Walters  
Sidney F. Terwilliger  
Timberhitch Inc.  
(Clifton H. McMillan)  
Roy E. & Gary E. Townley  
Mrs. J. L. Truax  
Keith O. Truax  
Harry O. Walker  
Ogden M. Walters  
W. H. Weitkamp  
Keith Whipple  
Allen Whithurst  
Earl Woolery  
Harriett F. Yordy  
Bernard York  
Dorman R. York  
Frank A. York  
Geo. G. Yost  
Roger Zwanziger  
George Rains  
Harry Viderickson

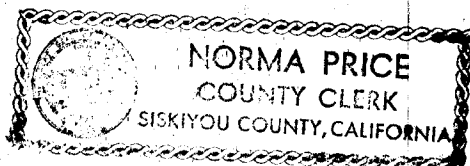
AYES: Supervisors Wacker, Belcastro and Mattos.  
NOES: None.  
ABSENT: Supervisor Ager.

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 May 12, 1971.

Witness my hand and the seal of said Board of Supervisors, this 17<sup>th</sup> day of May, 1971.

cc: File  
Recorder



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

By \_\_\_\_\_ Deputy Clerk



APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

Francis A. Sylva  
Leonard L. Sylva  
Edward B. Sylva

OWNER/OWNERS NAME AS RECORDED: \_\_\_\_\_  
(Include trust deed or other  
encumbrance holders Use  
separate sheet if necessary ) \_\_\_\_\_

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

APPLICANT'S ADDRESS: Rt. 1 Box 601 Montague, Calif. 96064

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
Ra nching	11-020-020	164
Ranching	11-020-060	330
Ranching	11-020-070	171
continued		
Total acreage		3358

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: Edward B. Sylva  
Leonard L. Sylva  
Francis A. Sylva

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: \_\_\_\_\_



EXHIBIT "A"

List Assessor's Parcel Numbers below

Ranching	5-150-130	638
"	5-150-120	2.5
"	5-140-170	51.5
"	5-140-160	639
"	5-140-150	1.3
"	4-180-050	240
"	4-180-110	160
"	4-180-030	160
"	4-170-050	160
"	4-170-060	480
"	12-590-090	160
"	11-02-02	164
"	11-02-06	330
"	11-02-07	171
	<i>total</i>	<u>3358</u>



May 28, 1971

C  
O  
P  
Y  
Francis A. Sylva, Leonard  
L. Sylva & Edward B. Sylva  
% Edward B. Sylva  
Route 1, Box 601  
Montague, California 96064

Dear Mr. Sylva:

The Land Conservation Contract entered into between the County of Siskiyou and Francis A. Sylva, Leonard L. Sylva and Edward B. Sylva effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 161, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By \_\_\_\_\_ Deputy



REVENUE AND TAXATION CODE, SECTION 327.

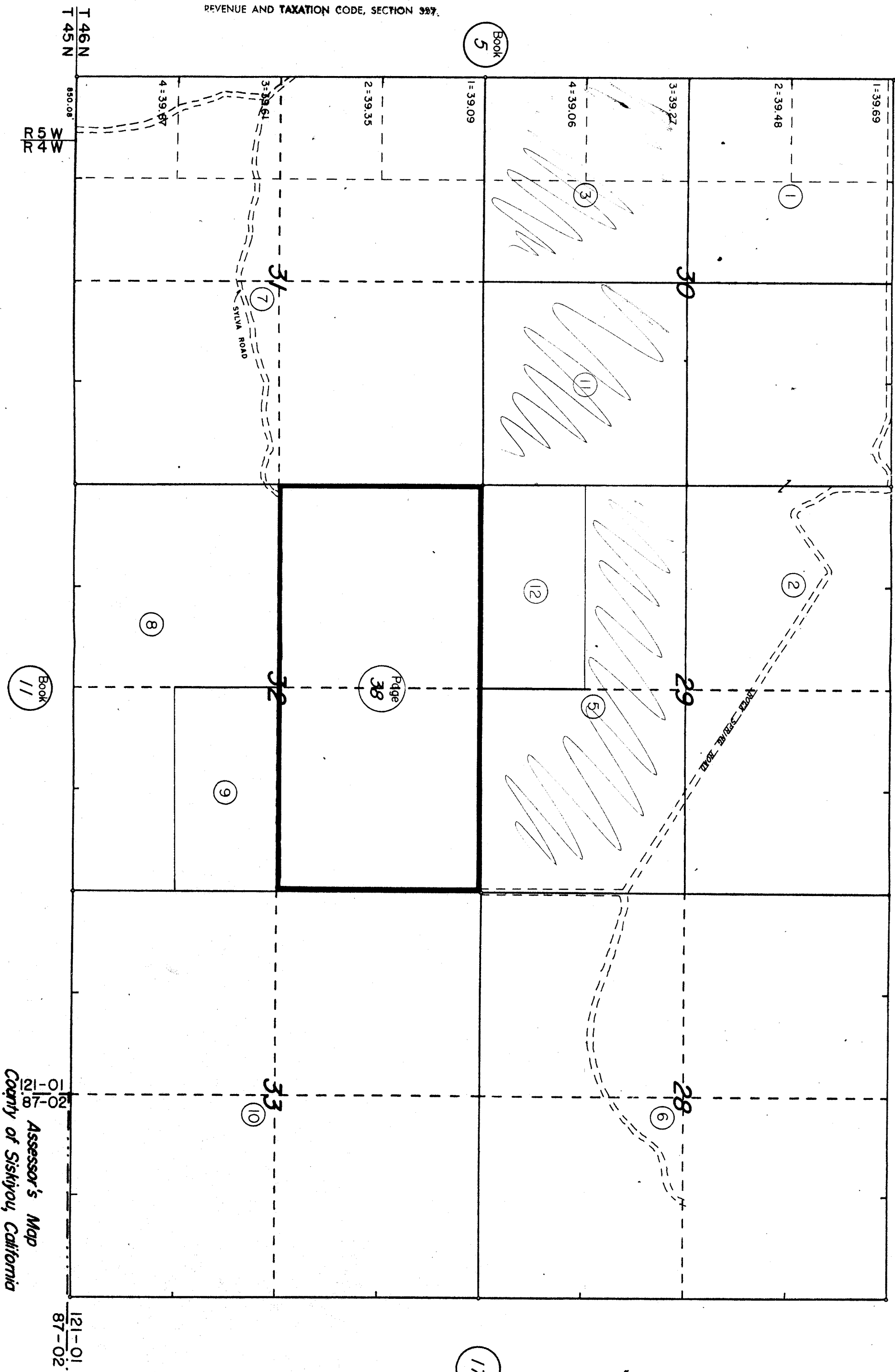




REVENUE AND TAXATION CODE, SECTION 387.

4-18

17





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

T 46 N R 5 W

Tax Area Code  
121-01

5-1/4

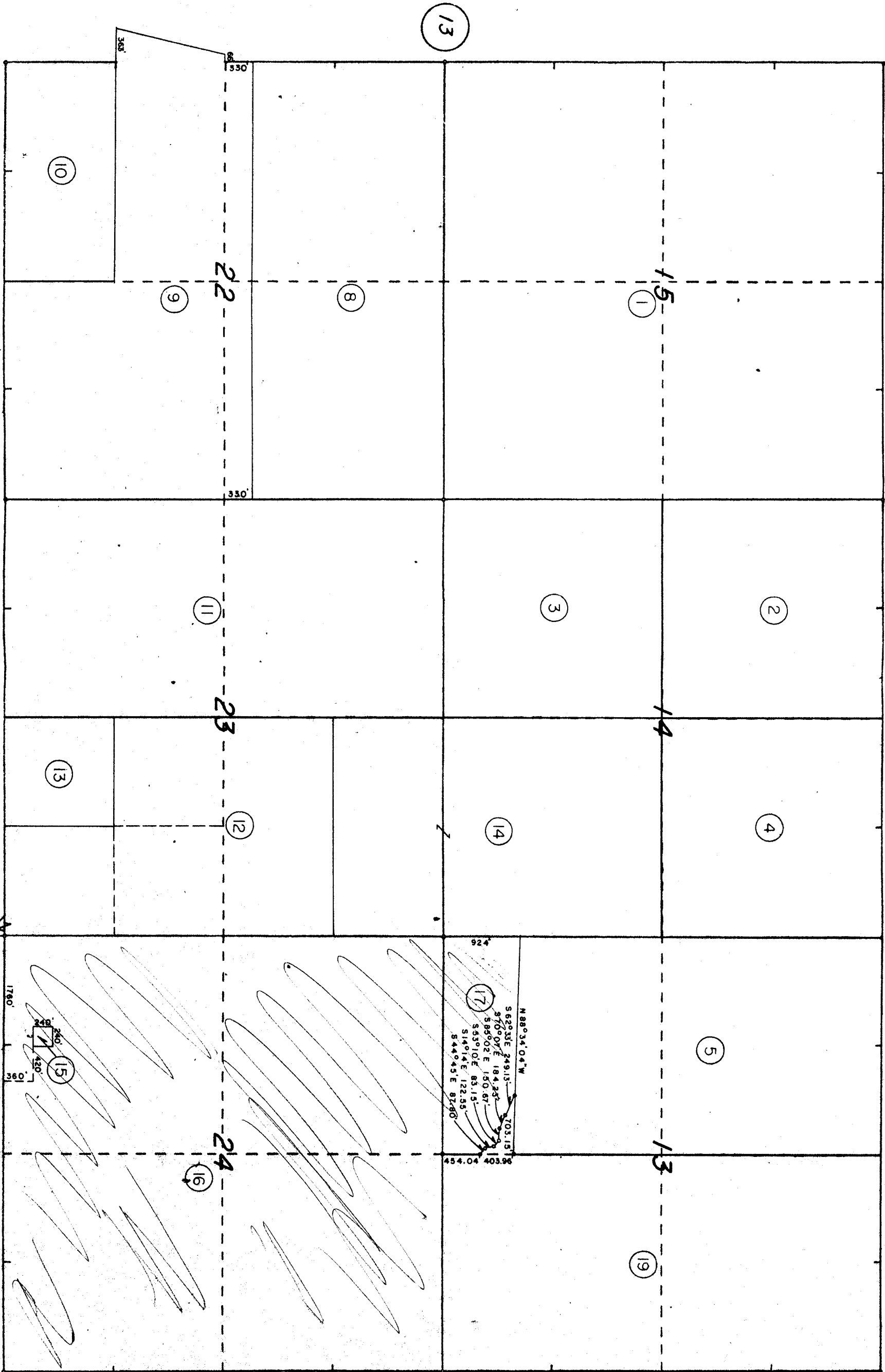


Exhibit F

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.  
REVENUE AND TAXATION CODE, SECTION 327.

T 46 N R 5 W

Tax Area Code  
95-03  
121-01

5-15

95-02  
95-03

95-03  
121-01

Book  
12

Assessor's Map  
County of Siskiyou, California

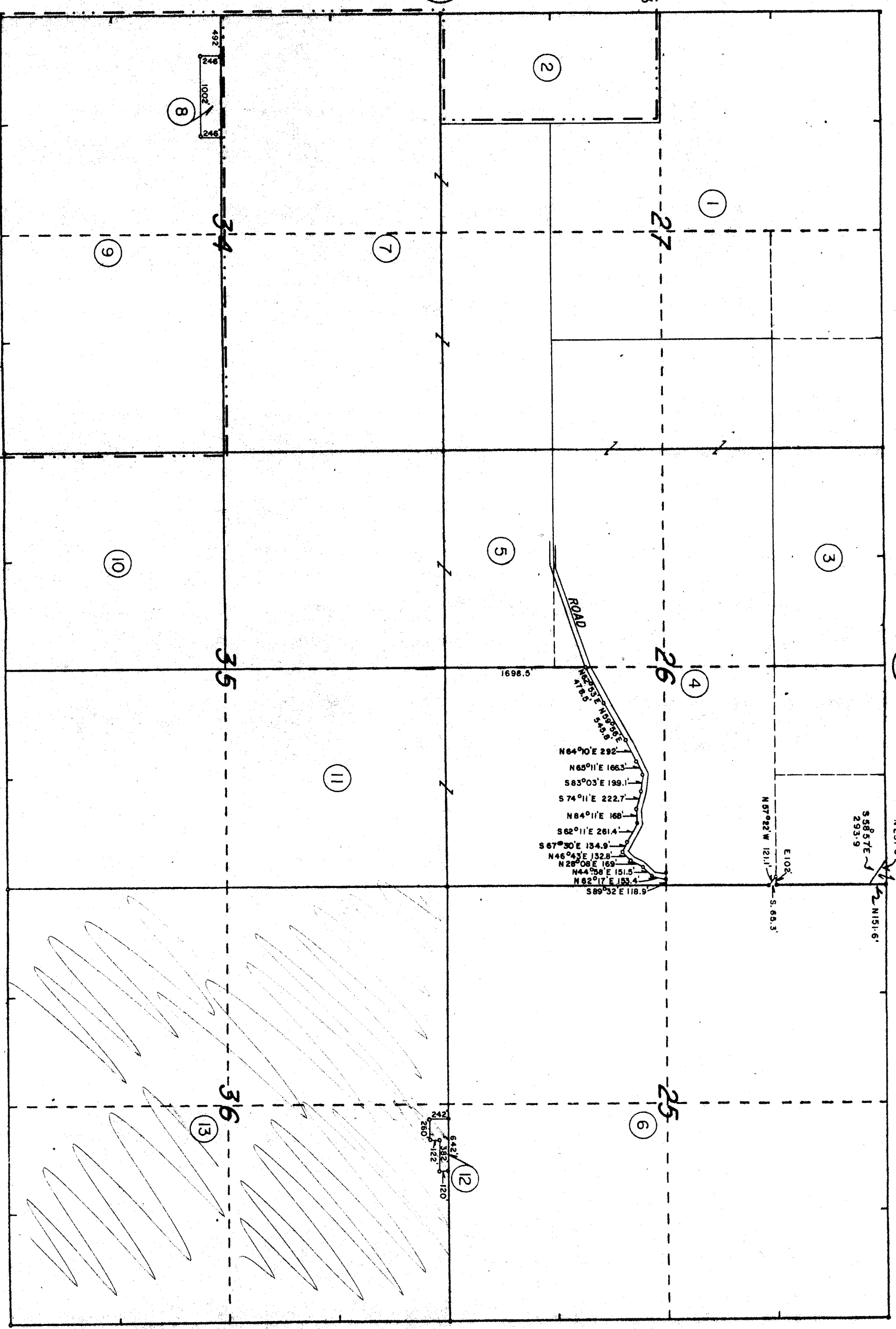


Exhibit F



REVENUE AND TAXATION CODE, SECTION 327.

Book  
12

Book  
4

11-02

121-91  
187-02

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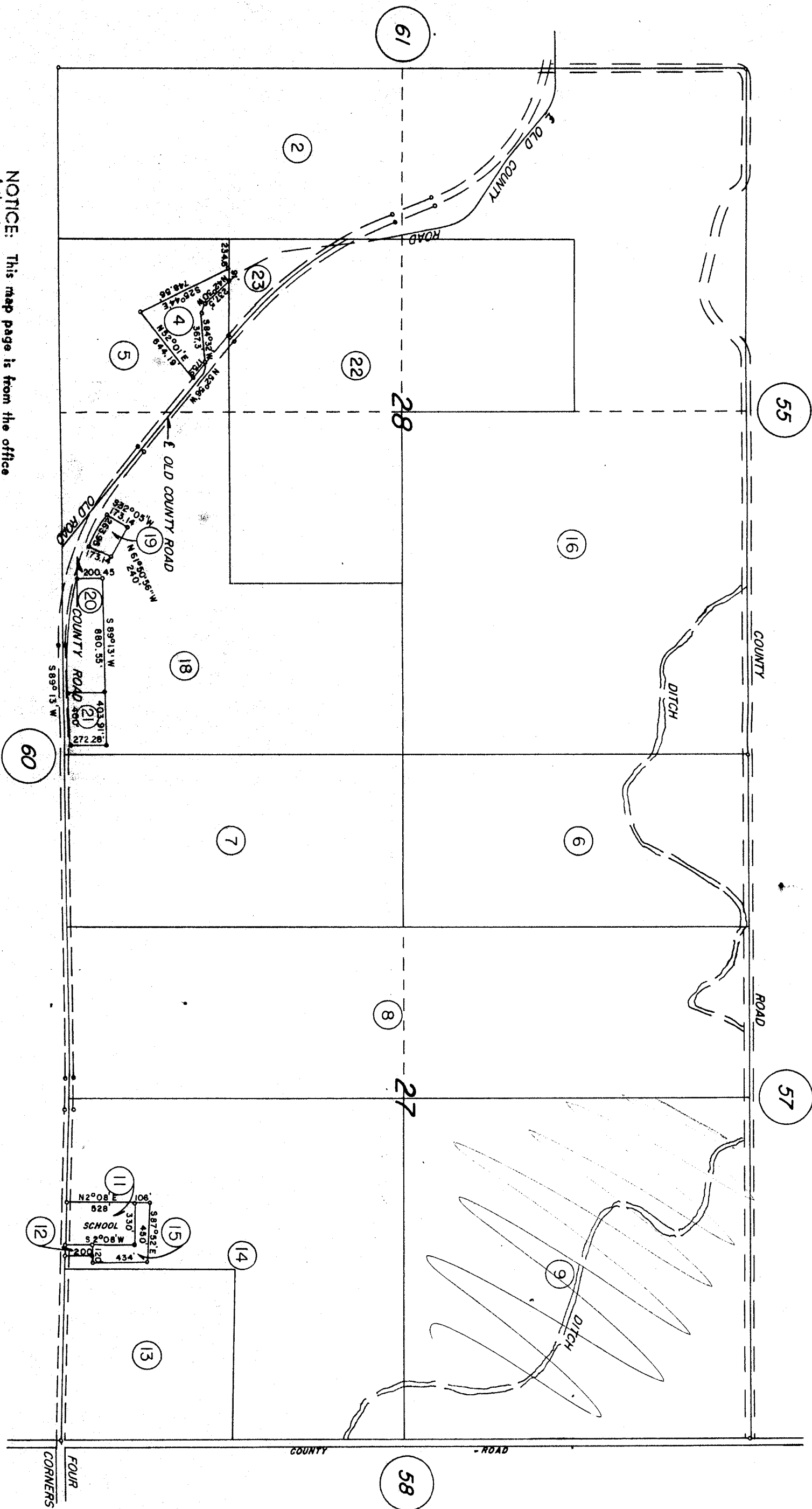




T 44 N R 5 W

Tax Area Code  
51-02

12-59



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Exhibit F