### Staff Report

Submission Date: May 22, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Forest House Ranch APA-25-02, Williamson Act Contract No. 12003, 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 south and east of the city of Yreka, south of Highway 3

on APNs 014-310-100, 014-310-110, 014-310-390, 014-310-420, 014-320-020, 014-320-130, 014-320-140, 014-320-150, 014-320-160, Township 44N, Range 7E,

Sections 7, 8, 17 & 18, MDBM.

Exhibits: A. Map of property under existing contract No. 12003

B. Location Map

C. Zoning Map

D. NRCS Soils Data and Map

E. Williamson Act Contract Amendment Questionnaire

**F.** Existing Contract 12003 and Establishment of Agricultural Preserve

### Background and Discussion

Forest House Ranch LLC recently acquired the subject property. They 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 1660.30 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.

### **Parcel Creation**

- APNs 014-310-100 and 014-320-140 together are one 203-acre, legal parcel, Parcel 3 of Boundary Line Adjustment as recorded on November 10, 2009, in Siskiyou County Records as Document No. 2009-11585.
- APNs 014-310-110 and 014-320-130 together are one 176.8-acre, legal parcel, Parcel 2 of Boundary Line Adjustment as recorded on November 10, 2009, in Siskiyou County Records as Document No. 2009-11585.
- APN 014-320-150 is a 154.6-acre, legal parcel, Parcel 2 as confirmed by Certificate of Compliance as recorded on August 27, 2009, in Siskiyou County Records as Document No. 2009-8882.
- APN 014-320-160 is a 160-acre legal parcel, Parcel 4 as confirmed by Certificate of Compliance as recorded on August 27, 2009, in Siskiyou County Records as Document No. 2009-8882.
- APN 014-320-020 is a 640-acre legal parcel, Parcel XI of Grant Deed as recorded on June 28, 1972, in Siskiyou County Records in Volume 667 at Page 372.
- APNs 014-310-420 and 014-310-390 together are one 325.9-acre parcel as described in Grant Deed as recorded on June 28, 1972, in Siskiyou County Records in Volume 667 at Page 372 and later modified by Boundary Line Adjustment as recorded on September 14, 2005, in Siskiyou County Records as Document No. 2005-15000.

### **Parcel History**

### **Williamson Act Contract**

• The subject property is a portion of Williamson Act Contract No. 12003 (Clerk's Record - 541) as recorded on December 11, 2012, the Siskiyou County Records as Document No. 2012-12382.

### **Agricultural Preserve**

Portions of the subject property are within three different Agricultural Preserves. Each preserve is made up of property which is not contiguous or owned in common.

- Preserve as established by Board of Supervisor's Resolution No. 184 in Book 2.
- Preserve as established by Board of Supervisor's Resolution No. 303 in Book 7.
- Preserve as established by Board of Supervisor's Resolution 88-314.

### **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 six parcels totaling 1660.3 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.

At 154.6, 160, 176.8, 203, 325.9 and 640 acres, 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 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	<u>Equivalent</u>
184	739	VI	6:1	123.17
148	308	VI	6:1	51.3
144	150	VII	10:1	15
237	100	VII	10:1	10
213	95	VII	10:1	9.5
155 Irrigated	55	Ш	1:1	55
155 Dry	30	Ш	2:1	15
230 Irrigated	5	II	1:1	5
230 Dry	60	Ш	2:1	30
147	56	Ш	2:1	28
183	33	IV	4:1	16.5
104	24	IV	4:1	12
156	5	IV	4:1	2.5
142	0.5	II	1:1	0.5
Total	1660.5			373.47

### **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.

In addition to livestock grazing, 1,000 acres of land is also utilized for Timber Production.

Agricultural Preserve Administrator Staff Report May 22, 2025

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 1660.3 acres, establish a new preserve consisting of the 1660.3 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 1660.3-acre preserve.

Approved by:

County of Siskiyou Agricultural Preserve Administrator

Agricultural Preserve Administrator

**Preparation:** 

Prepared by the Siskiyou County Planning Division (B. Cizin) on May 22, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

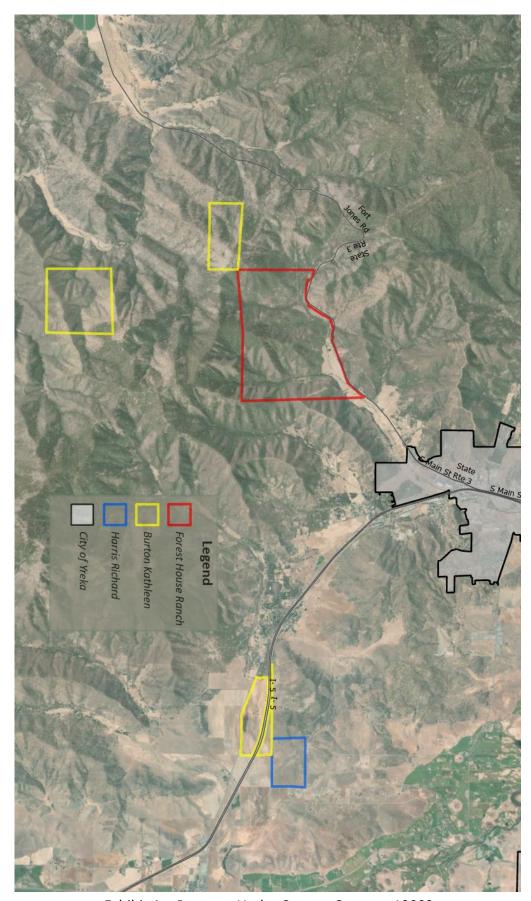


Exhibit A – Property Under Current Contract 12003



Exhibit B - Location

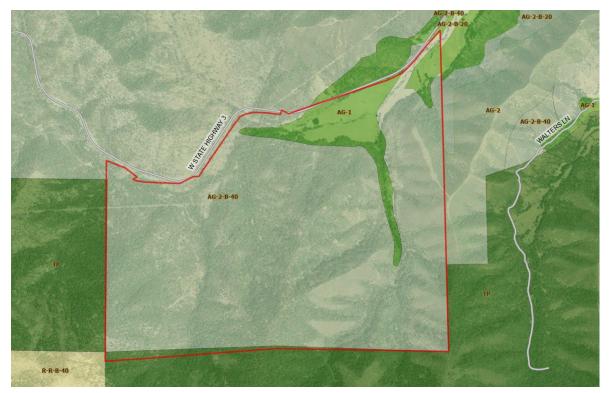


Exhibit C - Zoning

122° 43' 22" W

122° 39' 19" W

41° 41' 3" N

41° 39′ 5′′ N

122° 39' 19" W

National Cooperative Soil Survey

0 1000 2000 4000 Map projection: Web Mercator Comer coordinates: WGS84

USDA

Natural Resources
Conservation Service

41° 39′ 5′′ N

122° 43' 22" W

Map Scale: 1:25,700 if printed on A landscape  $(11" \times 8.5")$  sheet. 90

1400

Feet

## MAP LEGEND

### Soils Area of Interest (AOI) Special Point Features Mine or Quarry Marsh or swamp Lava Flow Landfill Gravelly Spot Gravel Pit Closed Depression Clay Spot Borrow Pit Blowout Soil Map Unit Points Soil Map Unit Lines Soil Map Unit Polygons Area of Interest (AOI) Background Water Features Transportation ŧ W Rails Other Wet Spot Very Stony Spot Stony Spot Aerial Photography Local Roads US Routes Interstate Highways Streams and Canals Special Line Features Spoil Area Major Roads

## 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.

Slide or Slip Sodic Spot Severely Eroded Spot

Miscellaneous Water
Perennial Water
Rock Outcrop
Saline Spot
Sandy Spot



### **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
104	Atter very gravelly sandy loam, 0 to 5 percent slopes	24.9	1.5%
142	Dotta gravelly loam, 2 to 5 percent slopes	0.6	0.0%
144	Dubakella-Ipish complex, 30 to 50 percent slopes	157.8	9.3%
147	Duzel gravelly loam, 9 to 15 percent slopes	56.3	3.3%
148	Duzel-Jilson-Facey complex, 15 to 50 percent slopes	317.1	18.7%
155	Hilt sandy loam, 2 to 15 percent slopes	87.1	5.1%
156	Hilt sandy loam, 15 to 30 percent slopes	5.3	0.3%
183	Marpa-Kinkel-Boomer, cool complex, 5 to 15 percent slopes	33.4	2.0%
184	Marpa-Kinkel-Boomer, cool complex, 15 to 50 percent slopes	745.5	43.8%
213	Rock outcrop-Dubakella complex, 30 to 50 percent slopes	97.5	5.7%
230	Stoner gravelly sandy loam, 2 to 5 percent slopes	65.1	3.8%
237	Weitchpec variant-Rock outcrop complex, 5 to 65 percent slopes	109.5	6.4%
Totals for Area of Interest		1,700.2	100.0%

### Williamson Act Contract Amendment Questionnaire

Owne	Name(s): Forest House Ranch LLC	
Parce	Numbers: 014-310-100, 110, 390, 420, 014-320-020,	130, 140, 150, 160
		ow long have you owned this land? 21 yrs
Lienh	lders □ Deed of Trust included in packet ☒ No lien	holders for this property
Comp	ny Name: Forest House Ranch (530) 643-1140 Email: fhr	Contact Name: Steve Burton
Phone	(530) 643-1140 Email: fhr	@snowcrest.net
Туре	f Agricultural Use:	
V	Grazing 1,660 acres	
Z	Ory pasture acreage 600 Species: Beef	# head <u>unknown/leas</u> # days per yr.
	rrigated pasture acreage 60 Species: Beef	
	Ory 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
Туре	firrigation (pivot line, ditch, etc.) ditch, pipeline	
Total	cres in Agricultural Production: 1,660.3	
	Fimber Production acreage	
Other	Jses:	
Indica	e if this is concurrent with the Ag Uses above or the	sole use of the acreage noted
V	Fimber Production 1,000 acres with 1,000	only use □ only use
	Residentialacres	
	Offices, packing facilities, vending facilities, etc	acres
	Surface mining acres □ witha	g use □ only use
	Equine pasture and facilities acres □ with	nag use □ only use
	Agricultural Enterprises acres □ with	ag use □ only use
	Open Spaceacres where no ag use i	s occurring
	Other acres. Description:	
	□ With ag use □ No ag uses	
	Conservation Program acres. (attach (	Conservation Easement/Agreement)
	□ With ag use □ No ag uses	,
Villiamo	Act Contract Amandan and O : 1 II	

Williamson Act Contract Amendment Guidelines Revised 2025

Land Leased to Others	
Name of owner Doug and Cheryl Langford	Number of acres 1,660
Use of land Grazing	
Terms of lease Annual - year to year	Lease termination date_Open
Certification	
for the intensive production of food or fiber, and has public value.	ndersigned to be true and correct, and this land is used or the land is used to support the agricultural economy  Date 3/12/25
Planning Staff Comments Below	
The above property is within one mile of a c	ity: □Yes □No
Name of City:	
Present Zoning	

Siskiyou County Recorder Mike Mallory, Recorder

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

Recorded at the request of the Siskiyou County Board of Supervisors

### When Recorded Return to:

Siskiyou County Clerk 510 North Main Street Yreka, CA 96097

### WILLIAMSON ACT LAND CONSERVATION CONTRACT AMENDMENT APA-12-03

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

Affects the following Assessor's Parcels and recorded Contracts:

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

**RECORDING REQUESTED BY:**Siskiyou County Board of Supervisors

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

### LAND CONSERVATION CONTRACT NO. APA-12-03 PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

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

### LAND CONSERVATION CONTRACT NO. APA-12-03

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS day of California, hereinafter referred to as the County hereby agree as follows:

### RESCISSION OF LAND CONSERVATION CONTRACTS

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

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

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

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

### **NEW LAND CONSERVATION CONTRACT**

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

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

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

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

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

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

### **SECTION 7. EMINENT DOMAIN.**

- (a) Except as provided in Subdivision (d) of this Section 7, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed, or when such is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed.
- (b) Except as provided in Subdivision (d) of this Section 7, when such an action to condemn or acquired less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this document.
- (c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.
- (d) The provisions of Subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to: (a) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County), or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this contract, and in the event of the filing of any such action in eminent domain or acquisition, this Contract shall not be considered in the valuation process.
- **SECTION 8.** NO PAYMENT BY THE COUNTY. The OWNER shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the OWNER as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.
- SECTION 9. TERMINATION OF CONTRACT BY COUNTY. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the

Exhibit É

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

### **SECTION 10.** CANCELLATION.

- (a) This Contract may be cancelled only by mutual agreement of the OWNER and COUNTY pursuant to Section 51282 of the Act (Government Code) when, after a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds that (1) such cancellation is in the public interest and not inconsistent with the purposes of the Act, and (2) it is neither necessary nor desirable to continue the restrictions imposed by this Contract provided, however, this Contract shall not be cancelled until the hereinafter specified cancellation fee has been paid unless such fee, or portion thereof, is waived or deferred pursuant to Subdivision {c} of Section 51283 of the Act (Government Code).
- (b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.
- (c) Prior to giving tentative approval to the cancellation of this Contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the OWNER must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50 percent of the cancellation valuation of the land as determined in Subparagraph (b) of this Section. If, after the date this Contract is initially entered into, the publicly announced County ratio of the assessed to the full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.
- (d) The Board of Supervisors may waive or defer payment of the cancellation fee or any portion thereof in accordance with Subdivision (c) of Section 51283 of the Act Government Code).
- **SECTION 11.** DISTRIBUTION OF DEFERRED TAXES. On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).
- **SECTION 12.** DIVISION OF LAND NEW CONTRACTS. In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.
- **SECTION 13.** DIVISION OF LAND MINIMUM SIZE PARCELS. The OWNER SHALL not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

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

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

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

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

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

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

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

Notice to the County shall be addressed as follows:

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

Notice to the Owner shall be addressed as follows:

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

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

OWNER:

Kathen ( K

Steven F. Burton, Trustee

Kathleen G. Burton

Lynda See

Ann D. Burton, Trustee

PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Clerk

acknowledgment

Grace Bennett, Chair

STATE OF CALIFORNIA	)
	) ss
COUNTY OF SISKIYOU	)

On November 20, 2012, before me, Wendy Winningham, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Grace Bennett, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

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

Dated: November 26, 2012

Wendy Winningham, Deputy

(Seal)

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California County of Siskiyou

**SS:** 

On October 2, 2012

a Notary Public, personally appeared,

Marsha L. Griffin

instrument.





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

Steven F. Burton, Kathleen G. Burton and Ann D. Burton, a

, before me,

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: \_\_\_\_02/

(SEAL)

### ALL-PURPOSE ACKNOWLEDGMENT

State of California	
state of Camorina	SS.
County of SACRAMENTO	Daniel Daniel Company
On <u>SEPT. 26. 2012</u> , before me,	SATCHIN DEO, Notary Public ,
personally appeared LYNDA SE	SATCHIN DEO, Notary Public, who proved to me on the
basis of satisfactory evidence to be the person(s) v	whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SATCHIN DEO COMM. #1853664 Notary Rubic - California Socienzento County	WITNESS my hand and official seal.
Comm. Explies M 9, 2013	Sathirt
	INFORMATION y prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	<b>\</b>
CAIACII I CLAIMED DI SIGNER (I RINCHAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT  Pre an ble to Land (paser a fine Cont)
CORPORATE OFFICER PARTNER(S)  TITLE(S)	
CORPORATE OFFICER  PARTNER(S)  ATTORNEY-IN-FACT  TRUSTEE(S)	Pre amble to Land Conservation Court
CORPORATE OFFICER  PARTNER(S)  ATTORNEY-IN-FACT	Pre an ble to Land Conservation Contraction Contractio
CORPORATE OFFICER  PARTNER(S)  ATTORNEY-IN-FACT  TRUSTEE(S)  GUARDIAN/CONSERVATOR	Pre an ble to Land Conservation Continuent  TITLE OR TYPE OF DOCUMENT  NUMBER OF PAGES  DATE OF DOCUMENT
CORPORATE OFFICER  PARTNER(S)  ATTORNEY-IN-FACT  TRUSTEE(S)  GUARDIAN/CONSERVATOR	Pre an ble to Land Conservation Control TITLE OR TYPE OF DOCUMENT  NUMBER OF PAGES

No Juan holdens

### **CONSENT OF LIENHOLDER**

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

DATE: This	day of		, 2012.
•			
		Lienholder	

PLACE NOTARY CERTIFICATE HERE

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

Assessor's Parcel Numbers and Contract Numbers listed below:

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

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

### Grant Deed 09-0011588: BOUNDARY LINE ADJUSTMENT LEGAL DESCRIPTION

### Parcel 2

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

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

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

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

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

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

APN: 014-320-130

### Parcel 3

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

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

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

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

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

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

APN: 014-320-140

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

Grant Deed 09-0011588: Certification of Compliance Legal Description

### Parcel 2

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

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

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

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

APN: 014-320-150

### Parcel 4

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

APN:014-320-160

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

Grant Deed: 08-0010457 Legal Descriptions

### Parcel 4:

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

APN: 014-240-160

### Parcel 9B:

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

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

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

A parcel of land located in the SW ¼ of Section 8, T 44 N, R 7 W, M.D.M. and described as follows:

Beginning at an iron pipe on the North bank of Yreka Creek from which the corner common to Sections 7, 8, 17 & 18, T 44 N, R 7 W, M.D.M. bears S 21° 31' W a distance of 1424.80 feet;

Thence N 84° 22' 40" East along the North bank of Yreka Creek a distance of 175.01 feet to an iron pipe; Thence N 6° 17' W a distance of 220.20 feet to an iron pipe on the southerly edge of old Highway No. 82; Thence S 85° 38' 45" W along said old Highway a distance of 165.57 feet to an iron pipe; Thence S 3° 50' 40" E a distance of 223.96 feet to the Point of Beginning.

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

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

APN: 014-310-390, 420

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

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

Grant Deed: 08-0007448 Legal Descriptions

### Parcel 8B:

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

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

APN: 014-310-100, 110

### Parcel 11:

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

APN: 014-320-020

### Parcel 12:

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

APN: 014-350-060

### Parcel 15:

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

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

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

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

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

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

Grant Deed: 08-0007448 Legal Descriptions (Continued)

### Parcel 15 (cont.):

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

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

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

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

APN: 038-070-010, 160, 190

### Parcel 16A:

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

038-080-020

### Parcel 16B:

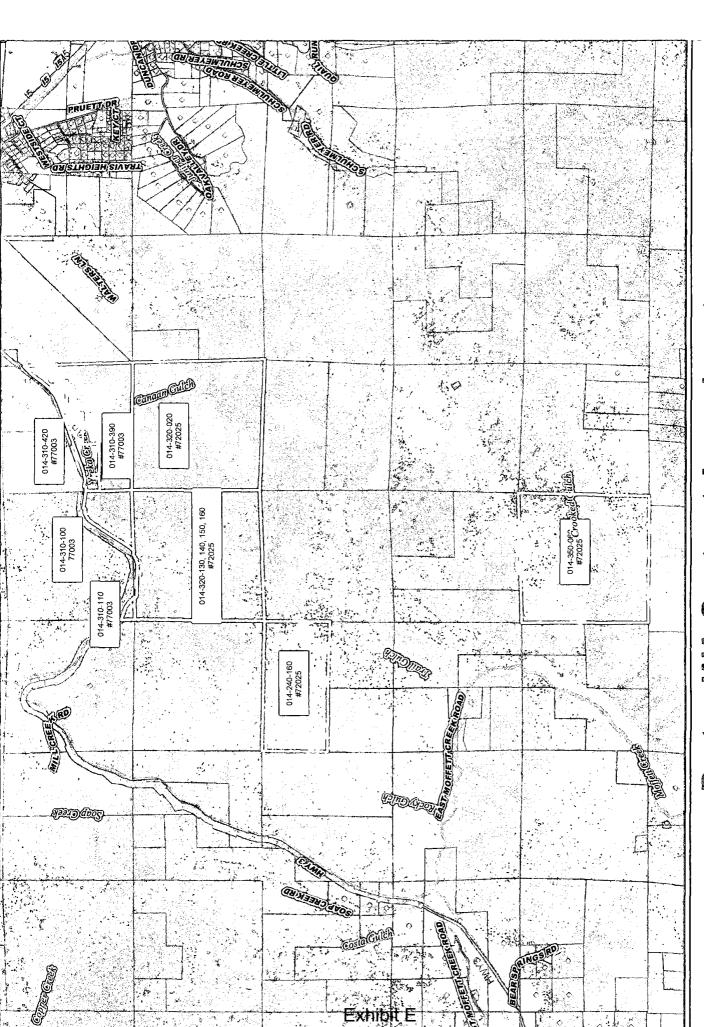
That portion of the Southwest quarter of Section 17, Township 44 North, Range 6 West, M.D.M., lying North of the North line of Interstate 5, as described in the Grant Deed to the State of California, recorded July 18, 1967 in Book 545 Official Records, page 870.

APN: 038-080-030

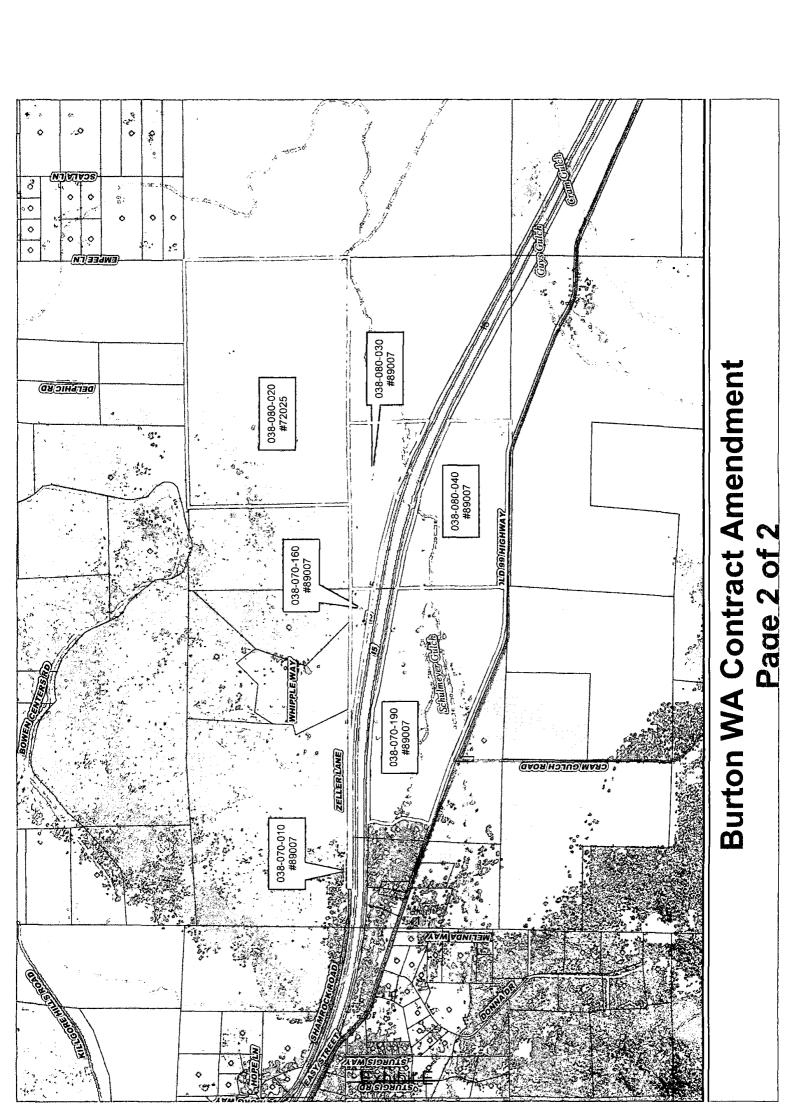
### Parcel 16C:

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

APN: 038-080-040



# Burton WA Contract Amendment Page 1 of 2



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

ATTEST:

COLLEEN SETZER

County Clerk
of the State of California
in and for the County of Siskiyou.

**Députy** 

RESOLUTION NO. 12 - 205

Resolution of the Siskiyou County Board of Supervisors Approving the 2012

**Existing Williamson Act Contract Rescission and Reentry Applications** 

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

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

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

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

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

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

SISKIYOU COUNTY RESOLUTION

No. 12-205

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

AYES: Supervisors Bernett, Valenzuela, Annstrong and Cook

NOES: NOVE

ABSENT: Supervisor Kobseff

ABSTAIN: NONE

Grace Bennett, Chair Board of Supervisors

ATTEST: Colleen Setzer, Clerk

**Board of Supervisors** 

Deputy

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

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

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

Chair Bennett opened the public hearing.

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

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

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

Continued.....

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

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

Denuty

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

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

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

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

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

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

Doputu