

Staff Report

Submission Date: June 5, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: John & Trina Cofer APA-25-08, Williamson Act Contract Nos. 72014 and 84004, Application to rescind property from the existing contracts and reissue a single contract for each ranch under their ownership with the primary Commercial Agricultural Use of intensive farming and livestock grazing.

Location: The project site is located east of Highway 97, south of the community of Macdoel, on APNs 003-440-050, 011-250-410, 011-370-010, 011-380-030, 011-380-040, 011-380-050, 011-380-060, 011-380-190; Township 46N, Range 1W, Section 34 and Township 45N, Range 1W, Sections 4, 5, 6, 7, 8 & 9 and Township 45N, Range 2W, Sections 1 & 12, MDBM.

Exhibits:

- A.** Map of property under existing contract No. 72014
- B.** Map of property under existing contract No. 84004
- C.** Location Map
- D.** Zoning Map
- E.** NRCS Soils Data and Maps
- F.** Williamson Act Contract Amendment Questionnaires
- G.** Existing Contract 72014 and Establishment of Agricultural Preserve
- H.** Existing Contract 84004 and Establishment of Agricultural Preserve

Background and Discussion

John and Trina Cofer have submitted an application which requests to rescind their property from the existing Williamson Act Contracts and reissue separate contracts for the property under their ownership. The subject property consists of three separate ranches, Ranch #1 at 473.6 acres, Ranch #2 at 935 acres and Ranch #3 at 996 acres. The total acreage is approximately 2404.6 acres, which is currently under two contracts that have multiple property owners.

The project does not propose to increase or decrease the number of acres under Williamson Act contract or in Agricultural Preserve.

Parcel Creation

- APNs 011-250-410 and 011-380-190 together are one 473.6-acre, legal parcel as described in Boundary Line Adjustment as recorded on May 21, 1981, in Siskiyou County Records in Volume 917 at Page 466.
- APN 011-380-040 is one 328-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.
- APN 011-380-050 is one 156-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.
- APN 011-380-030 is one 287-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.
- APN 011-380-010 is one 200-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.
- APN 011-380-060 is one 320-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.
- APN 003-440-050 is one 640-acre, legal parcel as described in Grant Deed as recorded on October 16, 1968, in Siskiyou County Records in Volume 565 at Page 808.

Parcel History

Williamson Act Contract

- 473.6 acres of the subject property is a portion of Williamson Act Contract No. 84004 (Clerk's Record - 406) as recorded on December 23, 1985, the Siskiyou County Records as Document No. 1985-0849.
- 1931 acres of the subject property is a portion of Williamson Act Contract No. 72014 (Clerk's Record - 91) as recorded on February 25, 1972, the Siskiyou County Records in Volume 651 at Page 301

Agricultural Preserve

Portions of the subject property are within two 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. 84-362.
- Preserve as established by Board of Supervisor's Resolution No. 184 in Book 4.

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 consist 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 for each separate ranch be established.

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.

Ranch #1 consists of one 473.6-acre parcel, exceeding the 100-acre requirement.

Ranch #2 consists of three parcels, which together total 935 acres, exceeding the 100-acre requirement.

Ranch #3 consists of three parcels, which together total 996 acres, exceeding the 100-acre requirement.

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 Non-Prime Agricultural (AG-2) and Prime Agricultural (AG-1) as shown on the zoning map (Exhibit E).

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 156, 200, 287, 320, 328, 473.6 and 640 acres, the parcels meet the minimum acreage requirement.

June 5, 2025

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 Ranch #1 contains approximately 137.225-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
141	227	VI Irrigated	1:10	22.7
122	107	IV Irrigated	2:1	53.5
155	104.5	IV Irrigated	2:1	52.25
181	26.5	IV	4:1	6.625
162	8.6	IV	4:1	2.15
Total	473.6			137.225

The Ranch #2 contains approximately 219.65-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
182	376	IV	4:1	94
181	284	IV	4:1	71
122	170	IV	4:1	42.5
114	79	VI	10:1	7.9
171	15	VI	10:1	1.5
162	11	IV	4:1	2.75
Total	935			219.65

The Ranch #3 contains approximately 84.85-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
173	578	VI	10:1	17.3
114	184	VI	10:1	11.4
165	118	IV	4:1	41.25
104	76	VI	10:1	7.6
182	22	IV	4:1	5.5
171	18	VI	10:1	1.8
Total	996			84.85

Production Uses

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

Ranch #1 has historically been used for and continues to be used for intensive farming – hay production.

Ranch #2 has historically been used for and continues to be used for pasture for livestock production with hay farming.

Ranch #3 has historically been used for and continues to be used for rangeland for livestock production and forage.

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.

Ranch #2 and #3 do not have any other uses occurring.

Residential Uses

County Rules Section IV, Item C allows for residential structures, which are to be occupied by persons directly engaged in the commercial agricultural operation.

Ranch #1 has one residence. The residence is owner occupied.

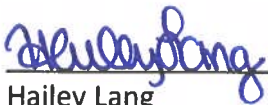
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

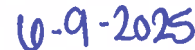
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the subject property, establish three new preserves consisting of the 473.6 acre Ranch #1, 935 acre Ranch #2 and 996 acre Ranch #3, rescind the subject property from the existing contracts and reissue a single contract for each Ranch as proposed within the newly established preserves.

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 5, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

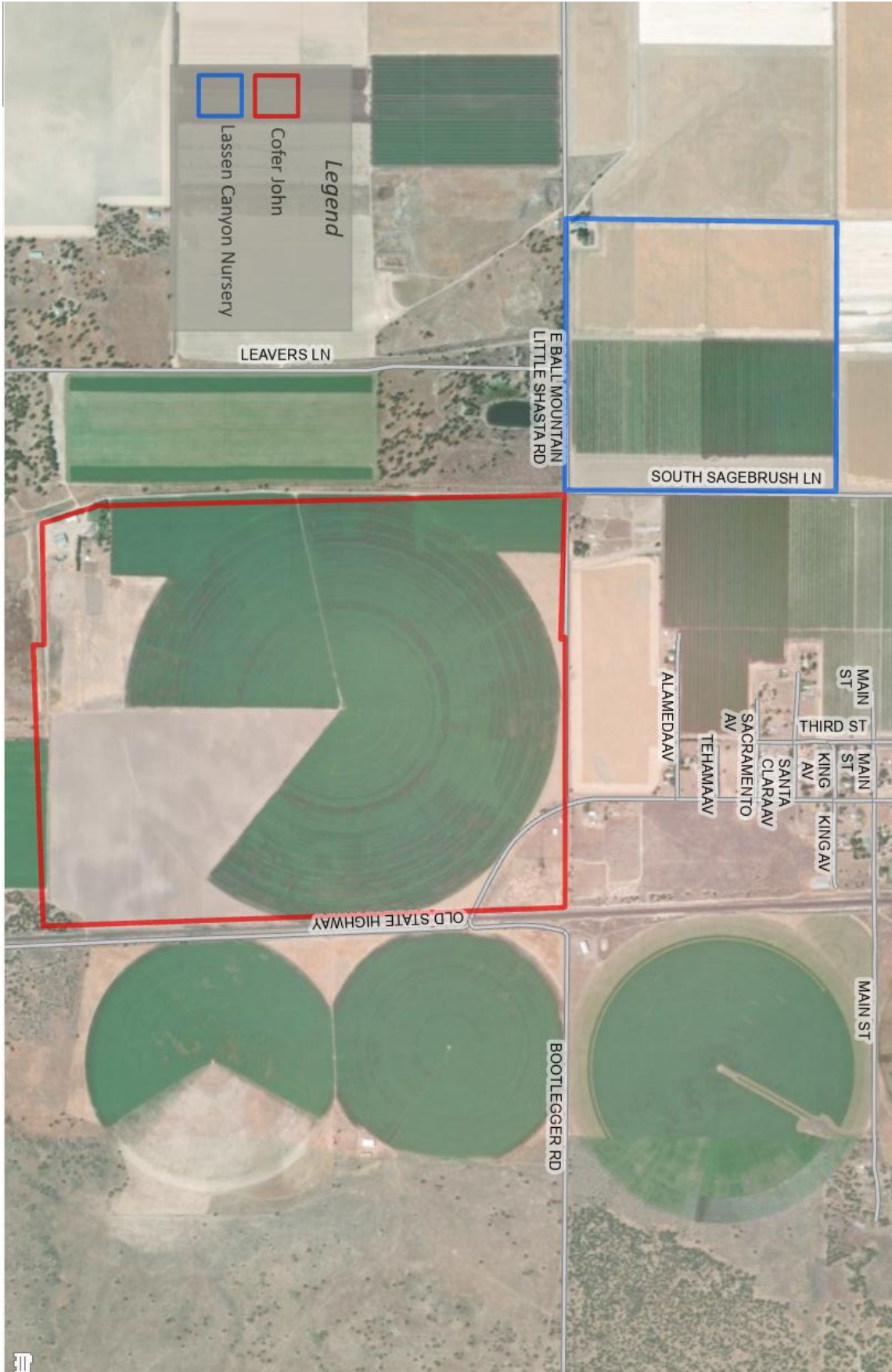


Exhibit A – Property Under Current Contract 84004

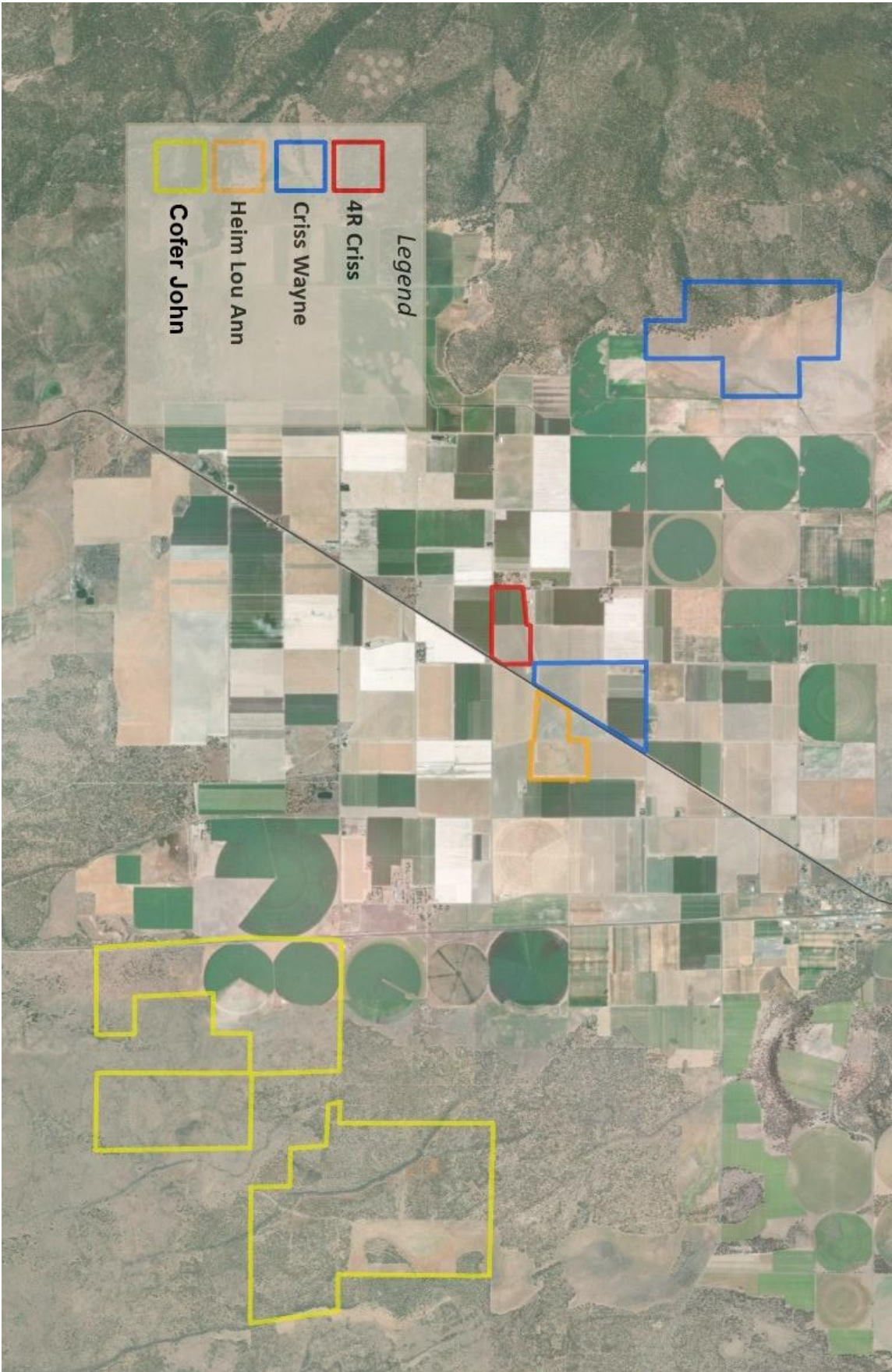


Exhibit B – Property Under Current Contract 72014

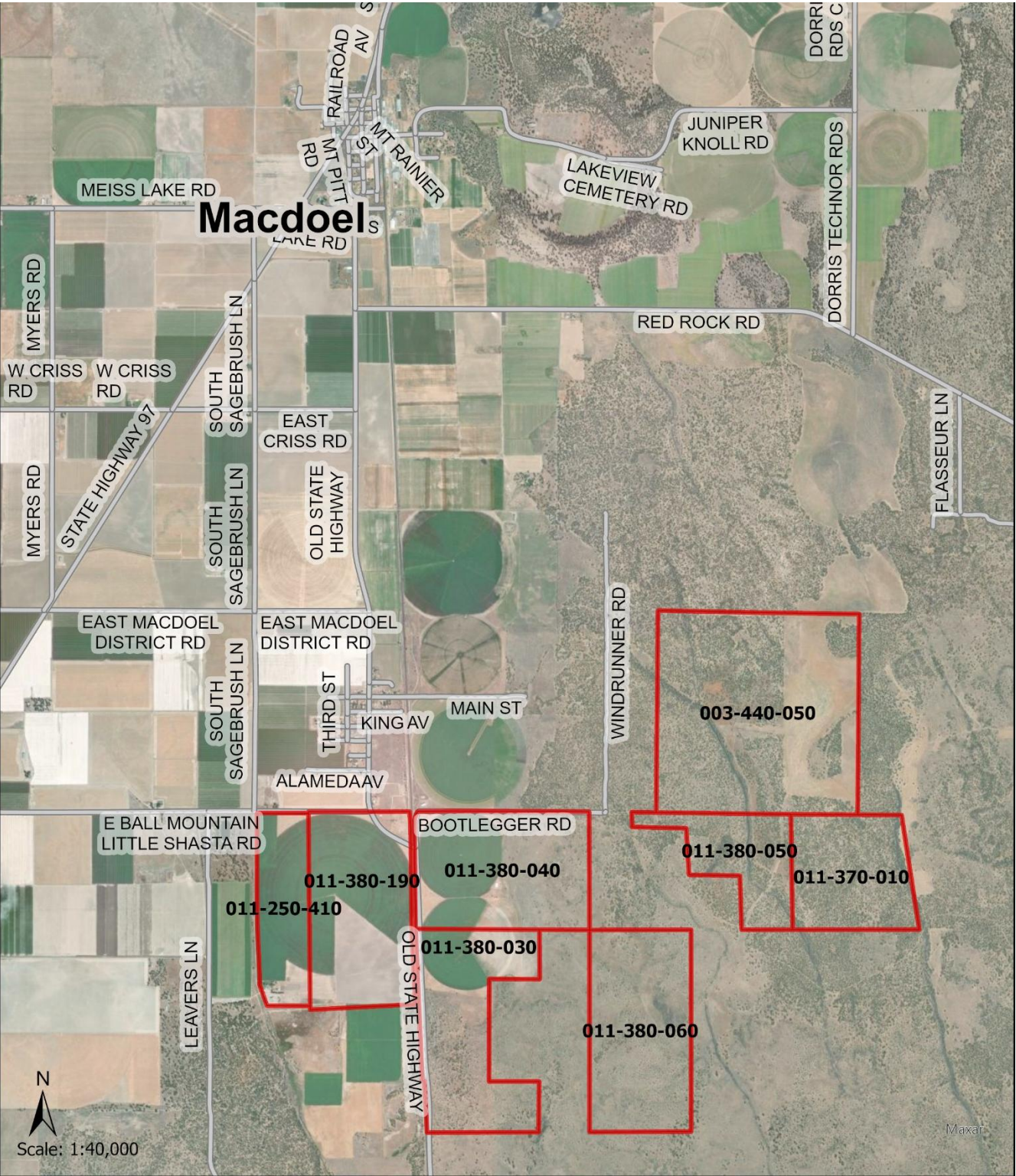


Exhibit C - Location

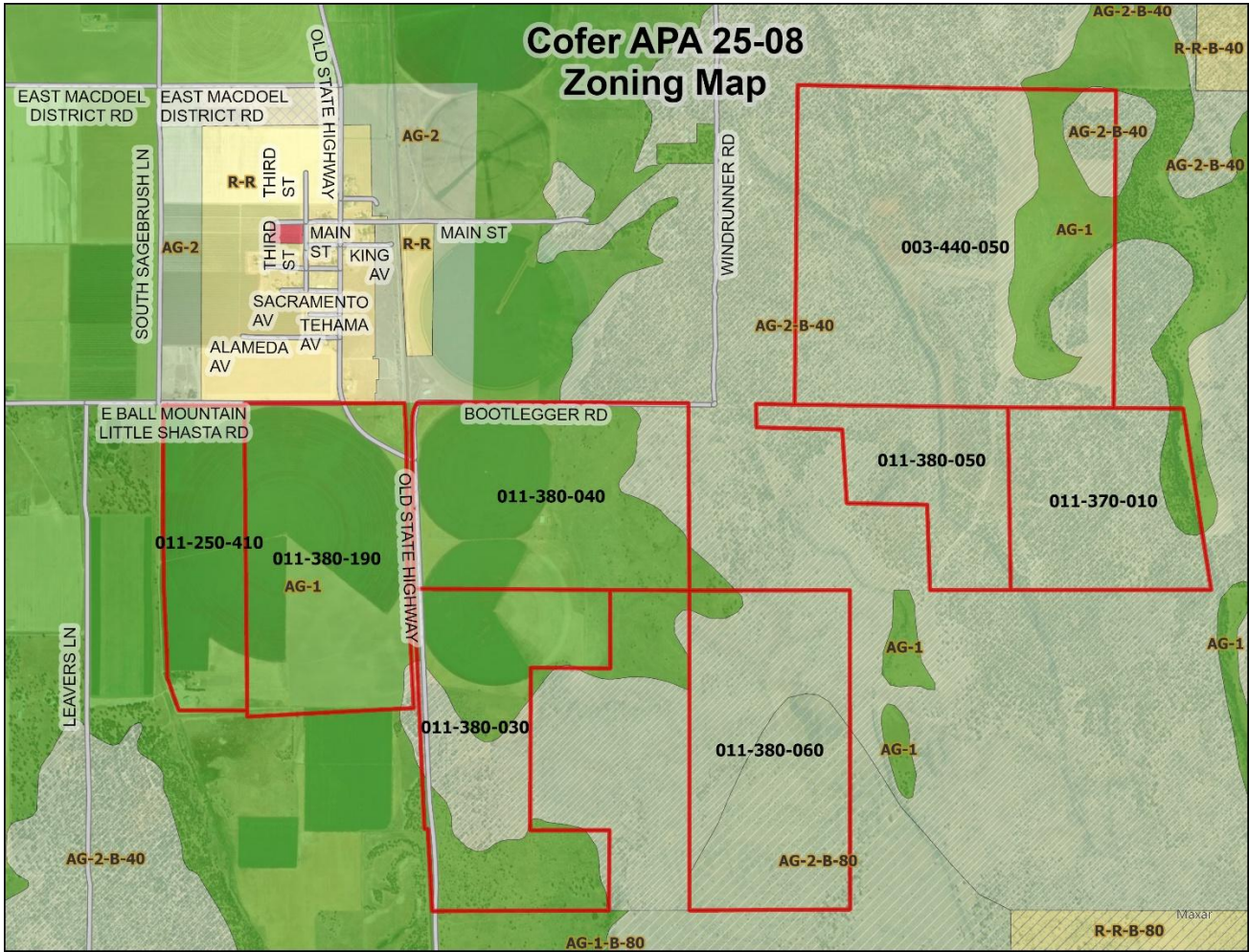
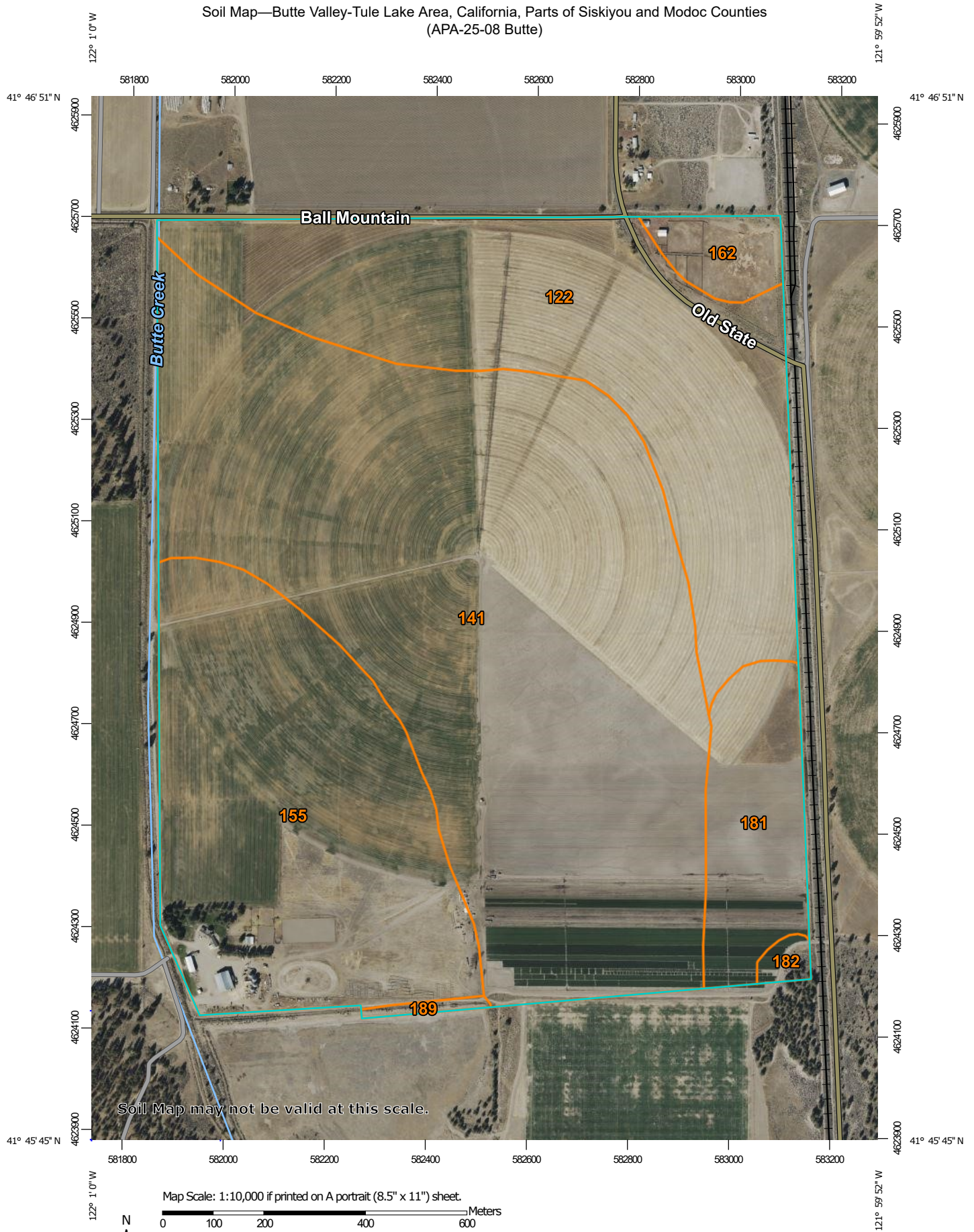


Exhibit D - Zoning

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-25-08 Butte)










































Natural Resources
Conservation Service

Exhibit E- Ranch #1
National Cooperative Soil Survey

5/5/2025
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.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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

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

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

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

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

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

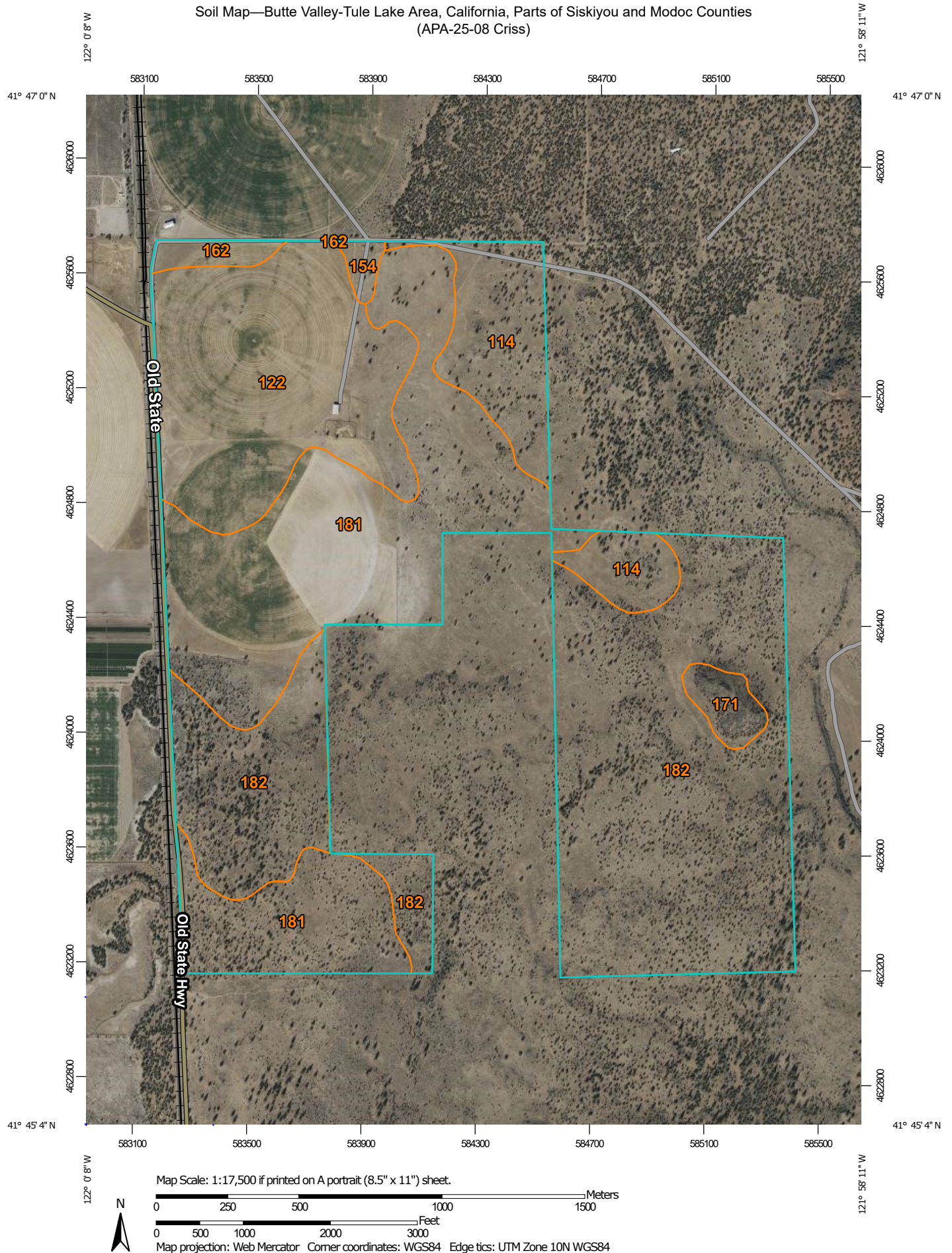
Date(s) aerial images were photographed: Oct 12, 2022—Oct 17, 2022

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
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	108.5	22.5%
141	Leavers sandy loam, 0 to 2 percent slopes	228.5	47.4%
155	Munnell gravelly loam, slightly wet, 0 to 2 percent slopes	105.2	21.8%
162	Poman loamy sand, 0 to 2 percent slopes	8.9	1.8%
181	Truax fine sandy loam, 0 to 5 percent slopes	27.8	5.8%
182	Truax-Searles, 2 to 9 percent slopes	2.0	0.4%
189	Water	1.4	0.3%
Totals for Area of Interest		482.3	100.0%

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-25-08 Criss)



MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

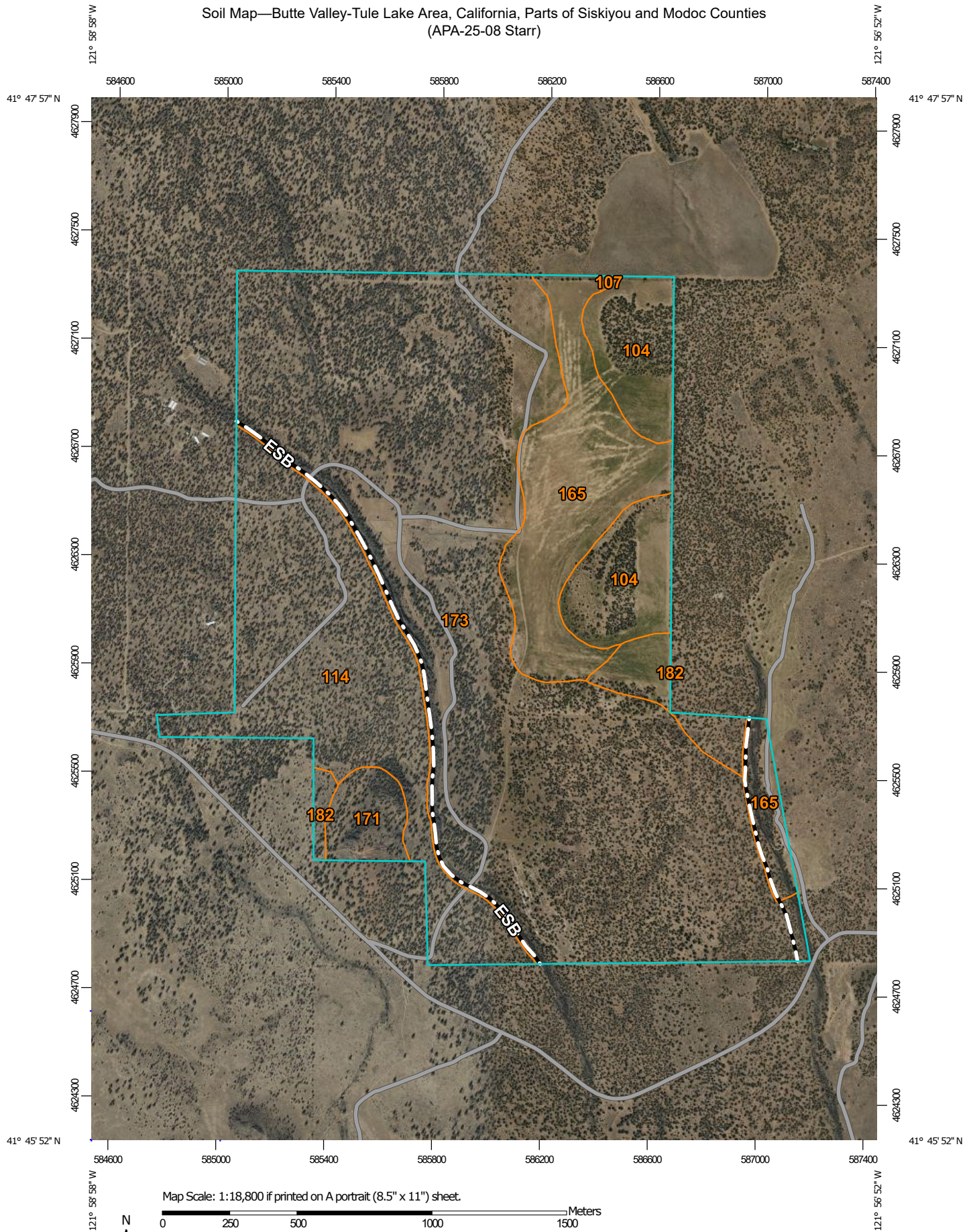
Date(s) aerial images were photographed: Oct 12, 2022—Oct 17, 2022

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
114	Dunnlake-Bucklake-Lequieu complex, 2 to 9 percent slopes	78.0	8.4%
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	169.7	18.2%
154	Munnell gravelly loam, 0 to 5 percent slopes	5.6	0.6%
162	Poman loamy sand, 0 to 2 percent slopes	9.8	1.0%
171	Searles-Orhood complex, 30 to 50 percent slopes	13.3	1.4%
181	Truax fine sandy loam, 0 to 5 percent slopes	281.9	30.2%
182	Truax-Searles, 2 to 9 percent slopes	374.1	40.1%
Totals for Area of Interest		932.4	100.0%

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-25-08 Starr)














































Natural Resources
Conservation Service

Exhibit E - Ranch #3
National Cooperative Soil Survey

5/5/2025
Page 1 of 3

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Date(s) aerial images were photographed: Jun 9, 2019—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
104	Capona cobbly loam, 5 to 30 percent slopes	81.5	7.9%
107	Dehill fine sandy loam, 5 to 15 percent slopes	0.4	0.0%
114	Dunnlake-Bucklake-Lequieu complex, 2 to 9 percent slopes	189.7	18.5%
165	Rojo sandy loam, 2 to 9 percent slopes	123.3	12.0%
171	Searles-Orhood complex, 30 to 50 percent slopes	22.5	2.2%
173	Searles-Truax-Orhood complex, 2 to 15 percent slopes	582.2	56.7%
182	Truax-Searles, 2 to 9 percent slopes	27.4	2.7%
Totals for Area of Interest		1,027.2	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): John G Cofer and Trina T Cofer Trustee

Parcel Numbers: 011-380-190-000, ~~0250~~ 011-250-410-000

How long have you owned this land? 2019

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

Company Name: Harvest Capital Company

Contact Name: Royce Ann Simmons

Phone: 503-263-6616

Email: rasimmons@harvcap.com

Type of Agricultural Use:

☐ Grazing

☐ Dry pasture acreage _____ Species: _____ # head _____ # days per yr.

☐ Irrigated pasture acreage _____ Species: _____ # head _____ # days per yr.

☒ Dry farming acreage 80 Crops grown grain Production per acre 3 ton per ac

☒ Field crop acreage 300 355 Crops grown Alfalfa Production per acre 4 ton per ac

☐ Row crop acreage _____ Crops grown _____ Production per acre _____

☐ Other acreage _____ Type _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) Pivot

Total Acres in Agricultural Production: 310.7 ac

☐ 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 27.9 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 10.7 acres. Description: Feedlot

☒ With 100% ag use ☐ No ag uses

☐ Conservation Program _____ acres. (attach Conservation Easement/Agreement)

☐ With _____ ag use ☐ No ag uses

Land Leased to Others

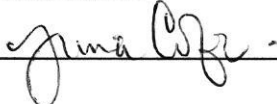
Name of owner _____ Number of acres _____

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 _____

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

Williamson Act Contract Amendment Questionnaire

Owner Name(s): John G Cofer and Trina T Cofer Trustee

Parcel Numbers: 011-380-030,040,060

How long have you owned this land? 2019

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

Company Name: Harvest Capital Company Contact Name: Royce Ann Simmons

Phone: 503-263-6616 Email: rasimmons@harvcap.com

Type of Agricultural Use:

☒ Grazing

☒ Dry pasture acreage 722 Species: Angus beef # head 155 - 7 month # days per yr.

☐ Irrigated pasture acreage _____ Species: _____ # head _____ # days per yr.

☐ Dry farming acreage _____ Crops grown _____ Production per acre _____

☒ Field crop acreage 213 Crops grown Alfalfa and Grain Production per acre 4 ton per ac

☐ Row crop acreage _____ Crops grown _____ Production per acre _____

☐ Other acreage _____ Type _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) Pivot

Total Acres in Agricultural Production: 935 ac

☐ 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

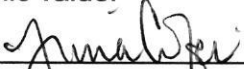
Name of owner _____ Number of acres _____

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 _____

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

Williamson Act Contract Amendment Questionnaire

Owner Name(s): John G Cofer and Trina T Cofer Trustee

Parcel Numbers: 003-440-050-000,011-370-010-000,011-380-050-000

How long have you owned this land? 2019

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 996 Species: Angus # head 155 7months # days per yr.

☐ 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: 996 ac

☐ 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

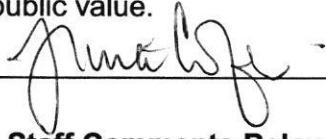
Name of owner _____ Number of acres _____

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 _____

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

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

FEB 25 1972

FILED

10188

91
FORM APPROVED
This 16th day of Feb, 1972

MICHAEL T. HENNESSY
County Counsel

DEPUTY COUNTY COUNSEL

SISKIYOU COUNTY, CALIFORNIA

Vol. 651 Page 301

RECORDED

FEES

No Chg.

DEC 17 3 19 PM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
WORTH PRICE, SISKIYOU COUNTY, CALIFORNIA

BY Jeanne Landrick
DEPUTY

OWNER/OWNERS NAME AS RECORDED: CRISS BROTHERS
(Include trust deed or other encumbrance holders Use JOHN & LLOYD S. STARR
separate sheet if necessary MAGGIE CRISS
PRUDENTIAL INSURANCE)

APPLICANT'S NAME (If other than above): none

APPLICANT'S ADDRESS: Box 104 MACDOEL, CALIF

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

DESIGNATED AGENT: none MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
--------------------------	----------------------	---------

<u>Cattle Ranch</u>	<u>see attached list</u>	
---------------------	--------------------------	--

Total acreage 6,480.2

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: Criss Bros by
Arnold E Criss
Margaret D Criss

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: _____

VOL 651 PAGE 301

COUNTY OF SISKIYOU STATE OF CALIFORNIA

% INT.	TAX AREA CODE	PARCEL NUMBER	NAME
4	90-05	3-130-030	CRISS BROTHERS ✓ Andrus 240
4	90-05	3-130-040	CRISS BROTHERS ✓ Andrus 160
4	90-05	3-130-160	CRISS BROTHERS ✓ Andrus 20
4	90-05	3-130-170	CRISS BROTHERS ✓ Andrus 20
	90-06	3-160-160	CRISS BROTHERS ✓ Andrus 80
	90-06	3-160-200	CRISS BROTHERS ✓ Andrus 84
	90-06	3-160-270	CRISS BROTHERS ✓ Andrus 142
	90-06	3-160-280	CRISS BROTHERS ✓ Andrus 36
	90-05	3-420-080	CRISS BROTHERS ✓ Andrus 82
	90-05	3-420-170	CRISS BROTHERS Feedlot 150
	90-05	3-430-010	CRISS BROTHERS Maggie 137
	90-05	3-430-040	CRISS BROTHERS ✓ Libron 20
	90-06	3-430-050	CRISS BROTHERS Maggie 2.9
	90-06	3-430-070	CRISS BROTHERS ✓ Andrus 76.5
	90-06	3-440-050	CRISS BROTHERS Starr 640
	90-02	10-010-100	CRISS BROTHERS ✓ Parson 240
	90-02	10-010-180	CRISS BROTHERS ✓ Parson 772.7
	90-02	10-030-030	CRISS BROTHERS ✓ Parson 640
	90-02	10-030-040	CRISS BROTHERS ✓ Parson 160
	90-02	10-040-010	CRISS BROTHERS ✓ Parson 640
	90-02	10-040-020	CRISS BROTHERS ✓ Parson 400
	90-02	10-040-040	CRISS BROTHERS ✓ Parson 480
	90-04	✓ 11-370-010	CRISS BROTHERS Starr 200
	90-06	✓ 11-380-030	CRISS BROTHERS Starr 2.87
	90-06	✓ 11-380-040	CRISS BROTHERS Starr 328
	90-04	✓ 11-380-050	CRISS BROTHERS ✓ Starr 166
	90-04	✓ 11-380-060	CRISS BROTHERS ✓ Starr 100
	90-05	35-041-070	CRISS BROTHERS ✓ Starr 100
	7-00	54-162-230	CRITES CECIL J & DIANE M CP

TOTAL AC. 6480.2

Exhibit G

VOL 651 PAGE 302

D
E
F
G
H
I
J
K
L

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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

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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

CRISS Bros

Box 104

MacDowell Calif

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

Criss Bros

Arnold E Criss

Marvin D Criss

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

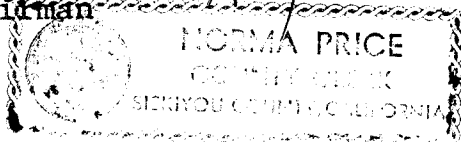
Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)

COUNTY OF SISKIYOU)

ss.



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

Robin Watson
Notary Public

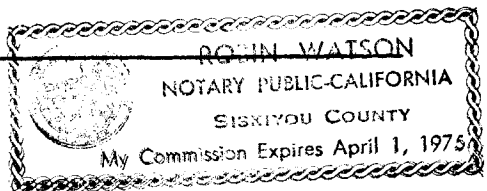
My Commission Expires: _____

00000

STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.



On this 17th day of December, 1971,
before me, Fred W. Burton, a Notary
Public, in and for said Siskiyou County, personally
appeared ARNOLD E. CRISS & MARVIN D. CRISS
known to me to be the persons whose
names ARE subscribed to the within instrument, and
acknowledged to me that They executed the same.

Fred W. Burton
Notary Public

My Commission expires: _____

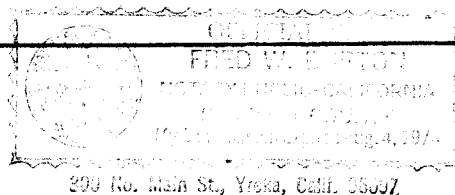


EXHIBIT "A"

List Assessor's Parcel Numbers below

see attached list

% INT.	TAX AREA CODE	PARCEL NUMBER	NAME
4	90-05	3-130-030	CRISS BROTHERS ✓ Andrus 240'
4	90-05	3-130-040	CRISS BROTHERS ✓ Andrus 160'
4	90-05	3-130-160	CRISS BROTHERS ✓ Andrus 20'
4	90-05	3-130-170	CRISS BROTHERS ✓ Andrus 20'
+	90-06	3-160-160	CRISS BROTHERS ✓ Edsall 80'
+	90-06	3-160-200	CRISS BROTHERS ✓ Edsall 74'
+	90-06	3-160-270	CRISS BROTHERS ✓ Edsall 142'
	90-06	3-160-280	CRISS BROTHERS ✓ Edsall 36'
	90-05	3-420-080	CRISS BROTHERS ✓ Darby 82'
	90-05	3-420-170	CRISS BROTHERS ✓ Frost 100'
	90-05	3-430-010	CRISS BROTHERS Maggie 137'
	90-05	3-430-040	CRISS BROTHERS ✓ Jimmor 220'
	90-06	3-430-050	CRISS BROTHERS Maggie 29'
	90-06	3-430-070	CRISS BROTHERS ✓ Edsall 16.5'
	90-06	✓ 3-440-050	CRISS BROTHERS Starr 640'
	90-02	10-010-100	CRISS BROTHERS ✓ Parson 240'
	90-02	10-010-180	CRISS BROTHERS ✓ Parson 772.7'
	90-02	10-030-030	CRISS BROTHERS ✓ Parson 640'
	90-02	10-030-040	CRISS BROTHERS ✓ Parson 160'
	90-02	10-040-010	CRISS BROTHERS ✓ Parson 640'
	90-02	10-040-020	CRISS BROTHERS Parson 400'
	90-02	10-040-040	CRISS BROTHERS Parson 480'
	90-04	✓ 11-370-010	CRISS BROTHERS Starr 200'
	90-06	✓ 11-380-030	CRISS BROTHERS Starr 287'
	90-06	✓ 11-380-040	CRISS BROTHERS Starr 328'
	90-04	✓ 11-380-050	CRISS BROTHERS Starr 156'
	90-04	✓ 11-380-060	CRISS BROTHERS Starr 120'
	90-05	35-041-070	CRISS BROTHERS
	7-00	54-162-230	CRITES CECIL J & DIANE M CP

TOTAL ACRES 6480.2

Exhibit G

D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z

CONSENT OF LIENHOLDER

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

DATED: This 16th day of December, 1971.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

BY: M. B. Nash
LIENHOLDER M. B. Nash, Assoc. Genl. Mgr.

WASHINGTON
STATE OF ~~CALIFORNIA~~)
COUNTY OF KING) ss.

On this 16th day of December, 1971,
before me, the undersigned a Notary Public, in
and for said King County, personally appeared
M.B. Nash, Assoc. General Manager known to
me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he
executed the same.

Notary J. Edgar
Notary Public

My Commission Expires: March 22, 1975

EXHIBIT "A"

List Assessor's Parcel Numbers below

	acres
3-130-030	240
3-130-040	160
3-130-160	20
3-130-170	20
3-160- 180	80
3-160-270	142
3- 420-080 ¹⁶⁰⁻²⁸⁰	36
3-160-200	74
3-420-080	82
3-430-040	20
3-430-070	76.5
10-010-100	240
10-010-180	772.7
10-030-030	640.
10-030-040	160.
10-040-010	640
10-040-020	400
10-040-040	480

CONSENT OF LIENHOLDER

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

DATED: This 17th day of December, 1971.

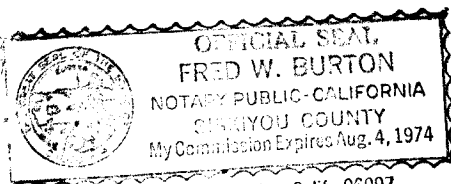
Lloyd S. Starr - John W. Starr
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this 17th day of December, 1971, before me, Fred W. Burton a Notary Public, in and for said Siskiyou County, personally appeared Lloyd S. Starr & John W. Starr known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Fred W. Burton
Notary Public

My Commission Expires: Aug 4 1974



300 No. Main St., Yreka, Calif. 96097

CONSENT OF LIENHOLDER

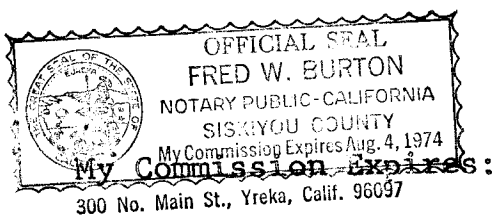
The undersigned, a lienholder against the property herein described, consents to the aforementioned agreement and consents that its lien on the property described be subordinated to this agreement.

DATED: This 17th day of December, 1971.

Maggie Criss
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this 17th day of December, 1971,
before me, Fred W. Burton a Notary Public, in
and for said Siskiyou County, personally appeared
MAGGIE CRISS known to
me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that
executed the same.



Fred W. Burton
Notary Public
Aug 4, 1974

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.

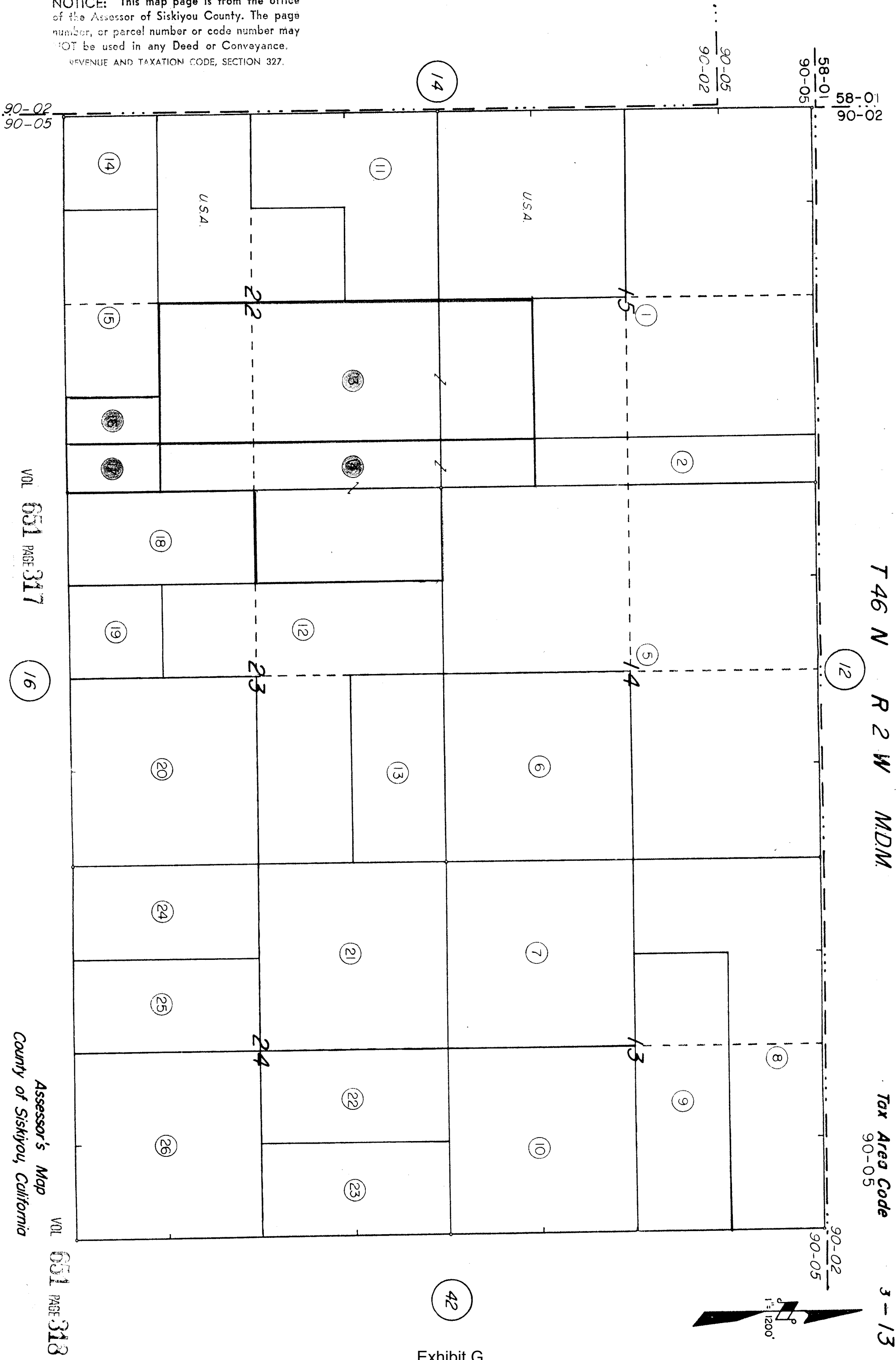


Exhibit G

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.

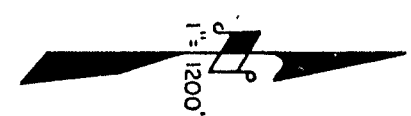
90-02
90-05

T 46 N R 2 W M.D.M.

13

Tax Area Code
90-06
90-05

3 - 16



90-02
90-04

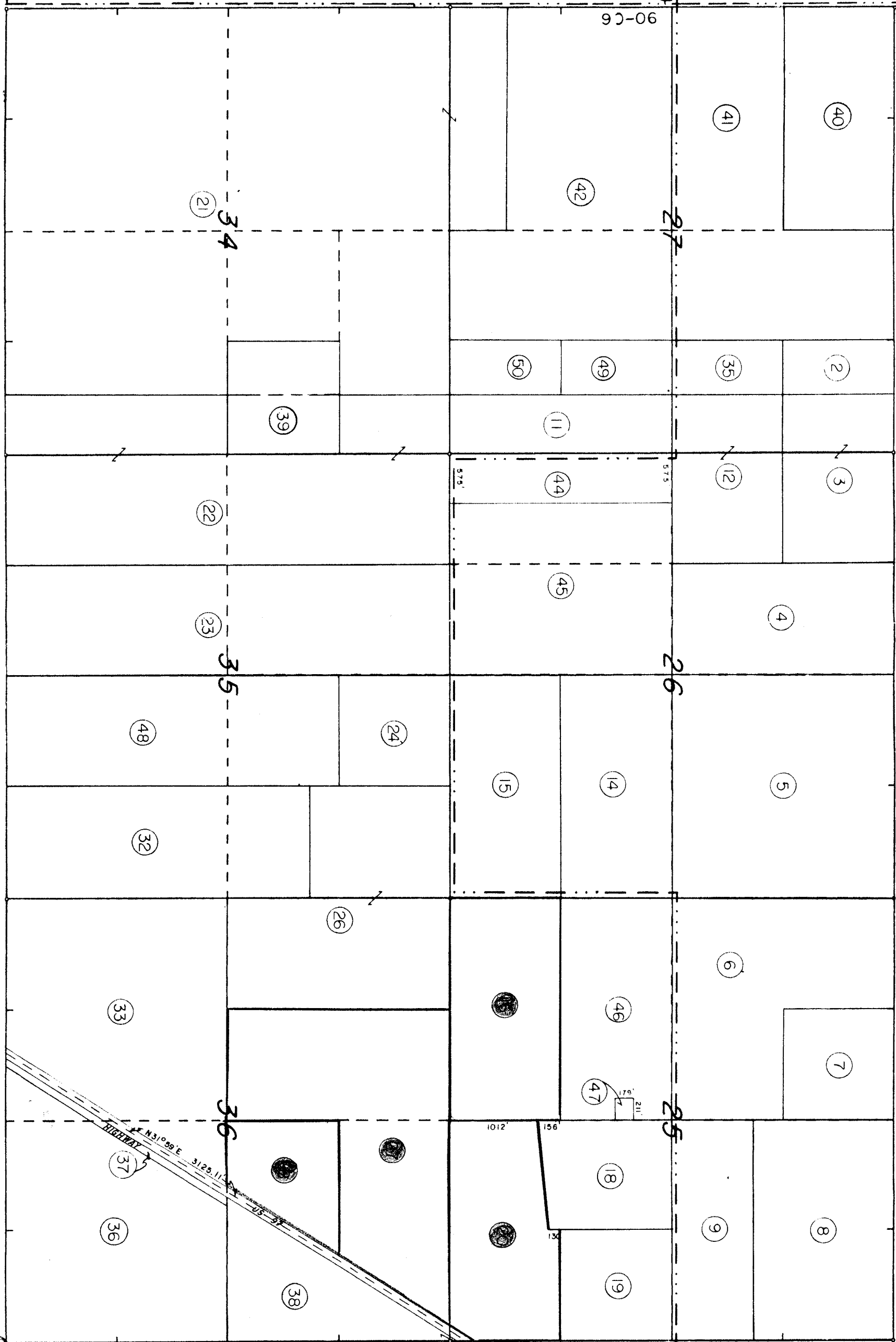
90-06

90-05
90-06

15

43

90-04
90-06



VOL 651 PAGE 319

Book 11

Assessor's Map
County of Siskiyou, California

VOL 651 PAGE 320

Exhibit G

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 45 N R 1 W M.D.M.

Tax Area Code
90-04
90-06

11-38

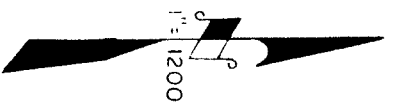
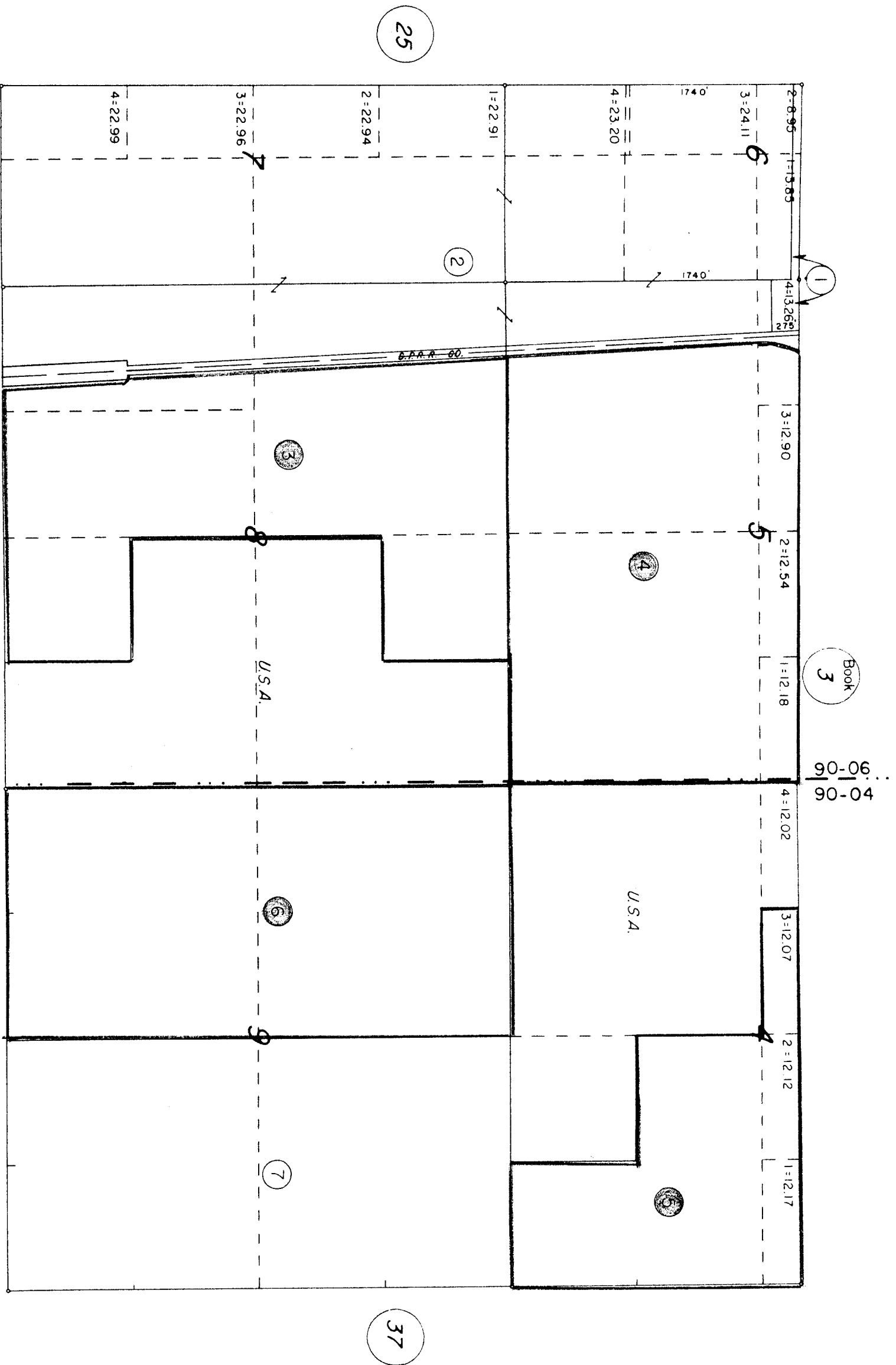


Exhibit G

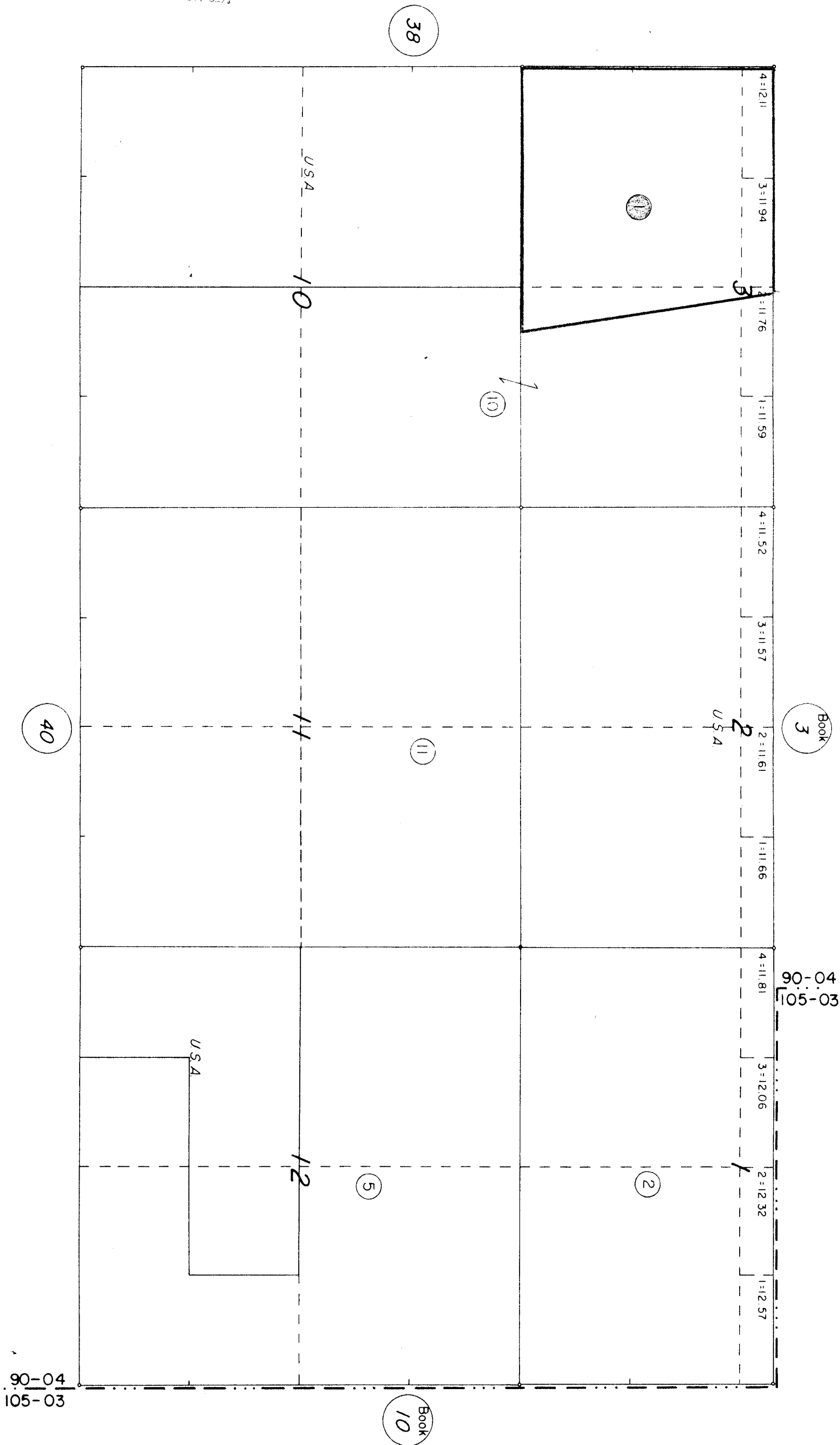


NOTICE: This map page is from the of.
of the Assessor of Stiklyou County. The page
number, or parcel number or code number may
NOT be used in any Deed or Conveyance.
REVENUE AND TAXATION CODE, SECTION 327.

T 45 N R 1 W M.D.M.

Tax Area Code
90-04

11 - 37



VOL 651 PAGE 333

VOL 651 PAGE 334

Exhibit G

NOTICE: This map page is from the oft.
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 45 N R 1 E

Tax Area Code
90-02

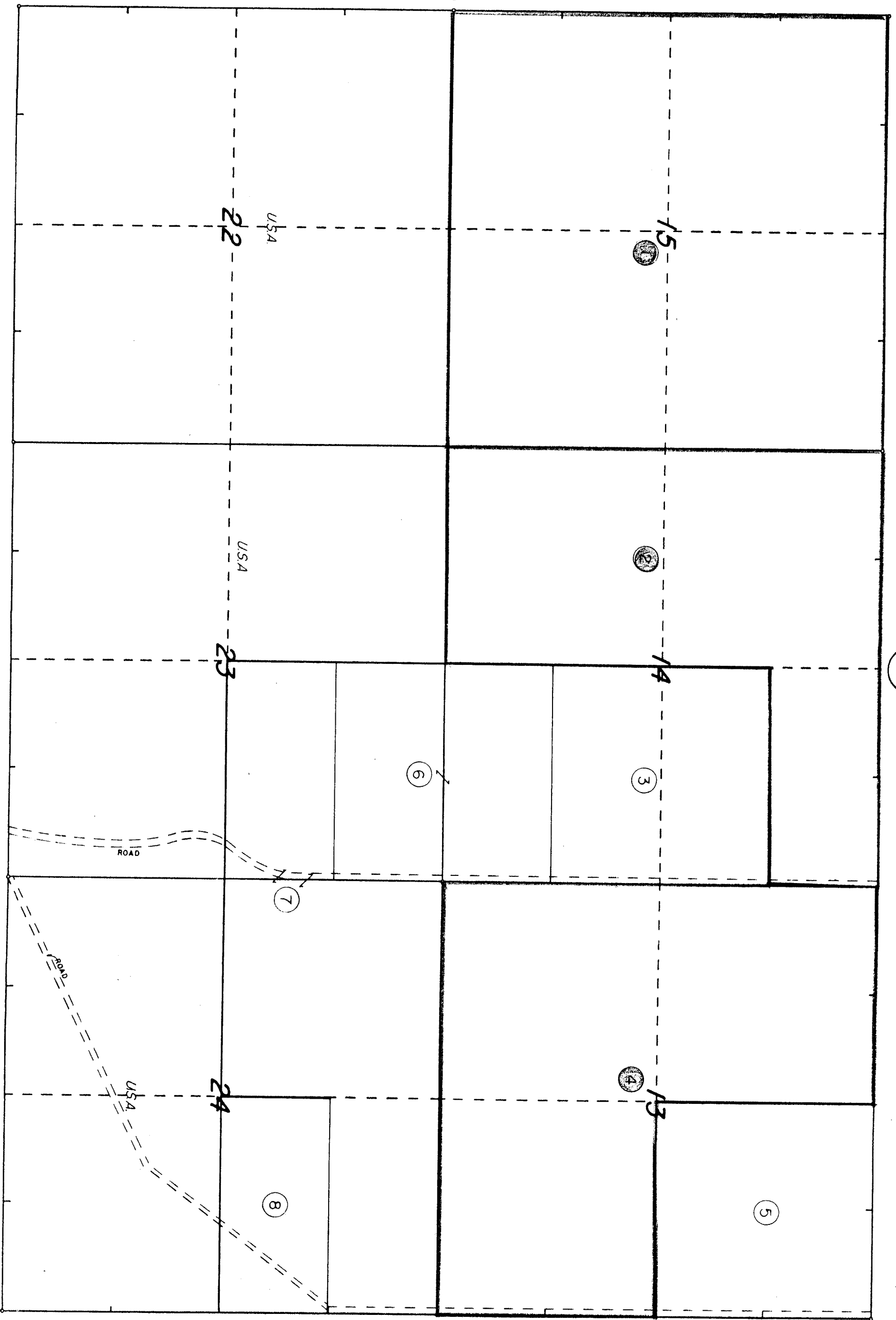
10-02

01

03

15

Exhibit G



VOL 651 PAGE 331

05

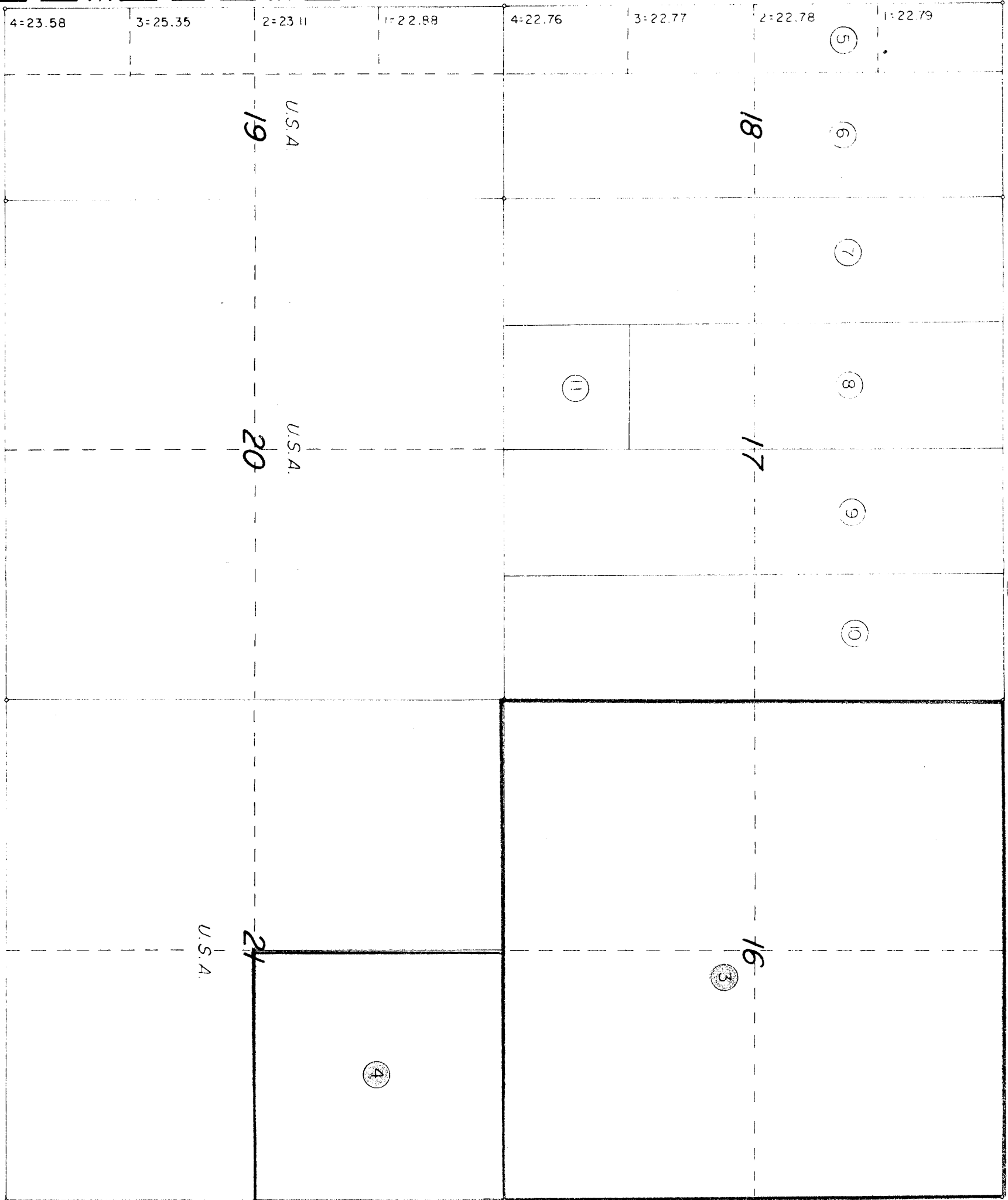
Assessor's Map
County of Siskiyou, California
VOL 651 PAGE 332

R 1 E
R 2 E

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

90-04
 90-02

90-04
 90-02



BCCM
 11

T 45 N
 R 1 E

PAGE
 02

Tax Area Code
 90-02

10-03



Exhibit G

VOL 651 PAGE 323

PAGE
 06

VOL 651 PAGE 330

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 45 N R 1 E

BOOK 02

Tax Area Code 90-02

10-01

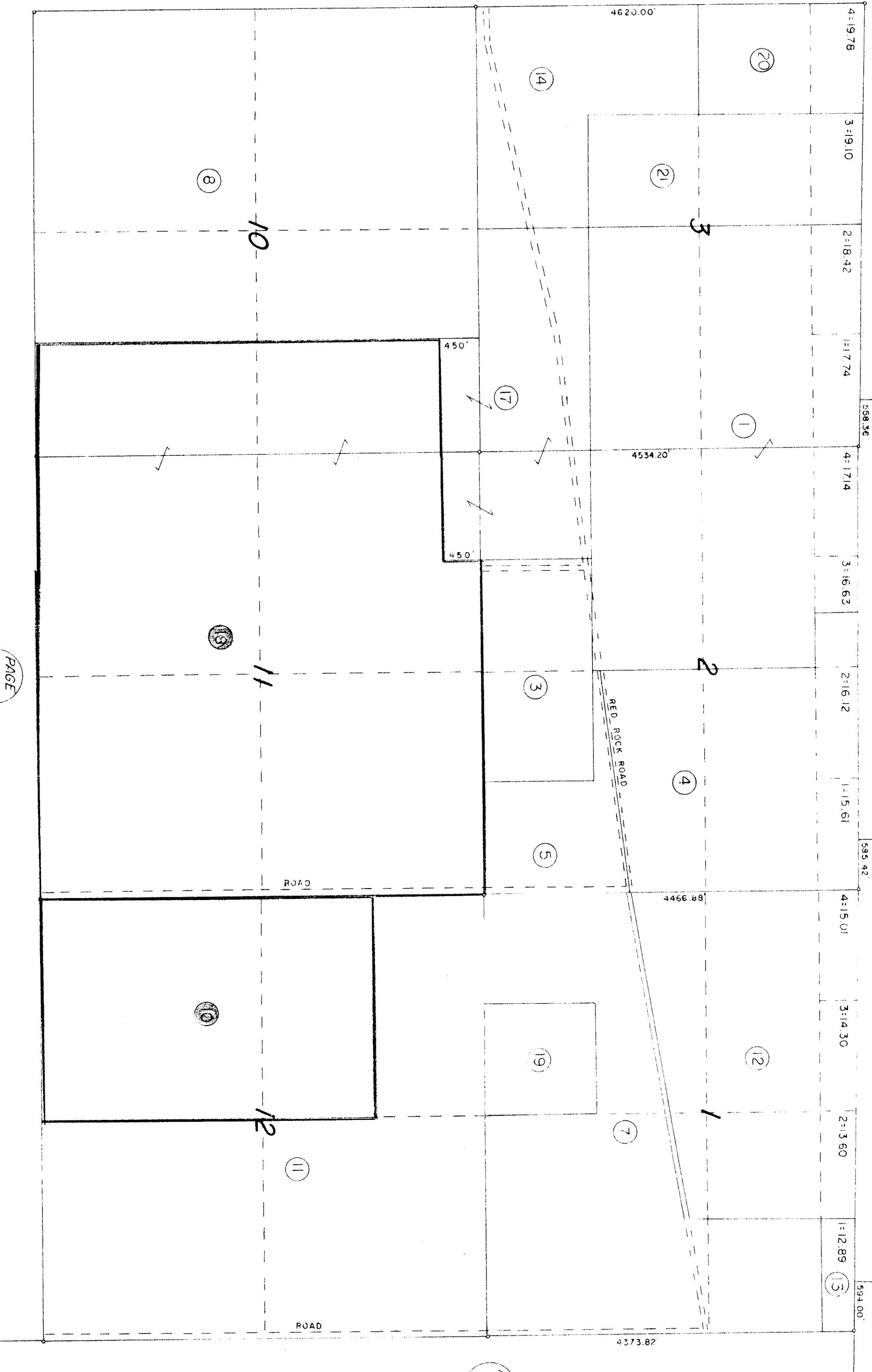


Exhibit G

VOL 651 PAGE 327

PAGE 04

VOL 651 PAGE 328

This map page is from the office of the Assessor of Siskiyou County. The page number, parcel number or code number may not be used in any Deed or Conveyance.

REVENUE AND TAXATION CODE, SECTION 327.

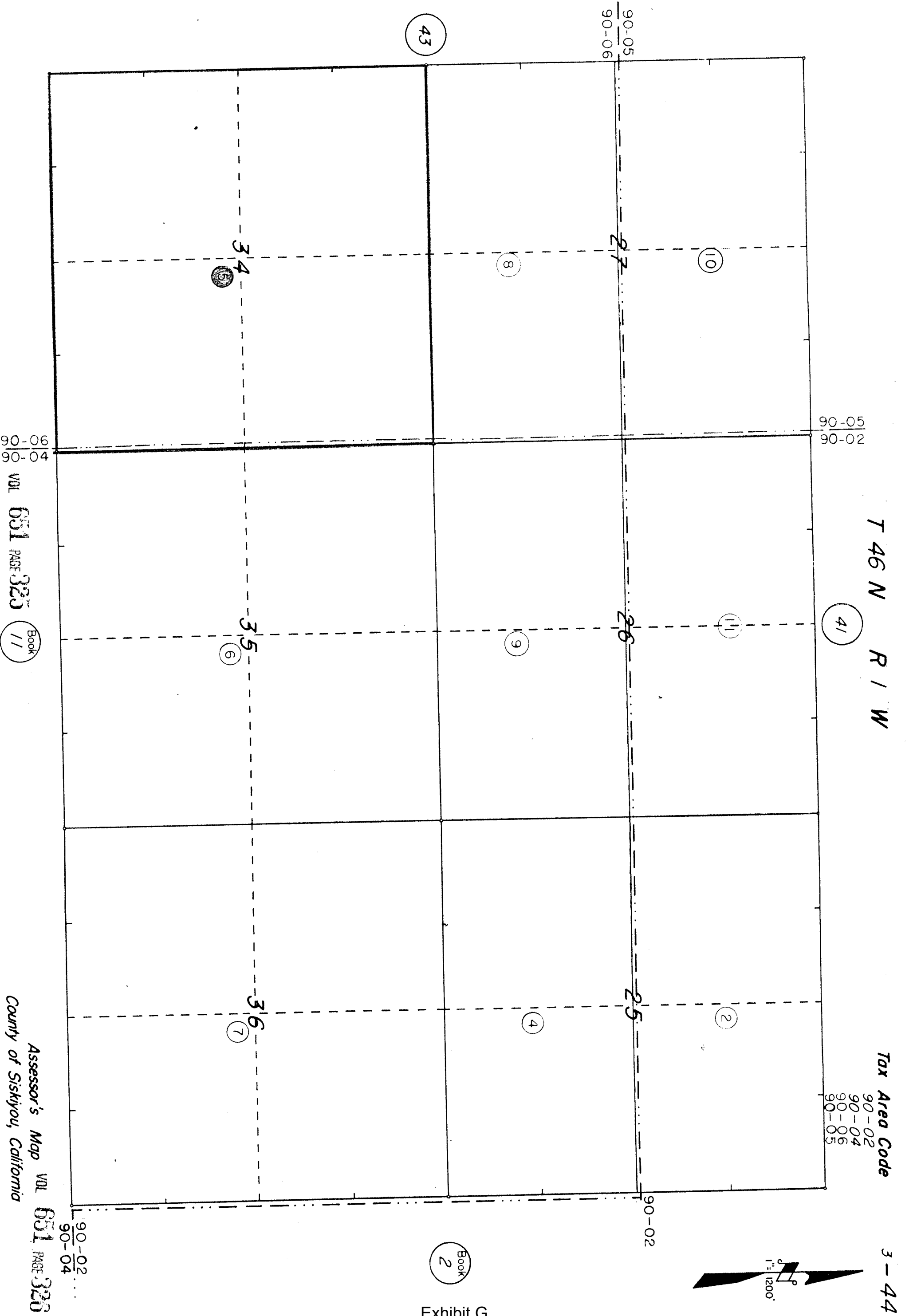


Exhibit G

REVENUE AND TAXATION CODE, SECTION 327.



42

90-05
90-06

Exhibit G

Book
//

County of Siskiyou. California

VOL 651 PAGE 321

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.

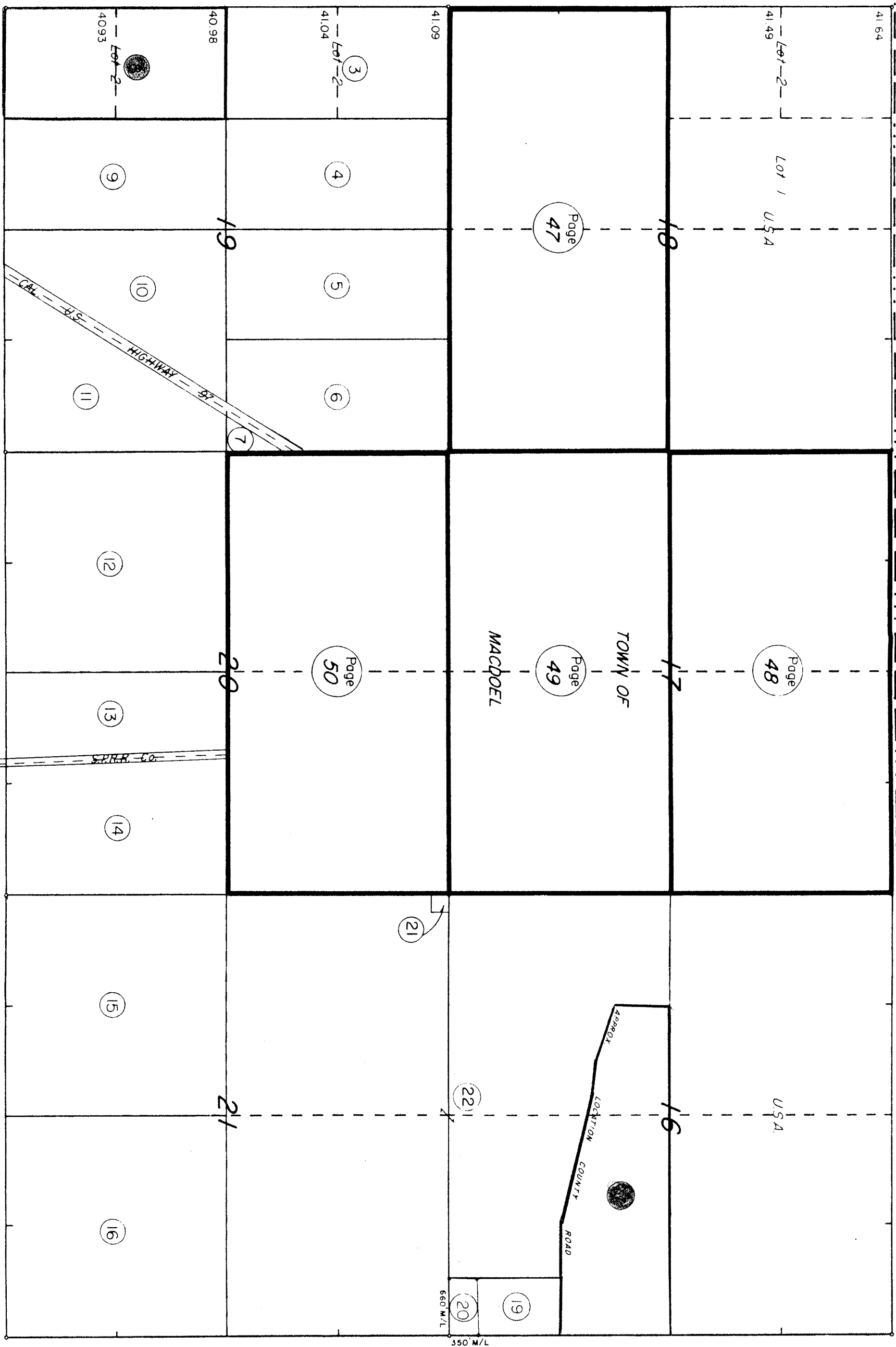
REVENUE AND TAXATION CODE, SECTION 327.

90-02
90-05

T. 46 N R. 1 W M.D.M.

Tax Area Code
90-05

3-42



VOL 651 PAGE 321

43

Assessor's Map VOL 651 PAGE 322
County of Siskiyou, California

Exhibit G

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

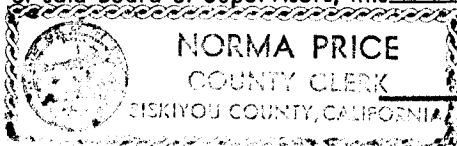
ABSENT: Supervisors Ager and Wacker.

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

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

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

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

VOL 651 PAGE 338
Exhibit G

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

MEMBERS:

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

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

• Criss Brothers
• Box 104
• Macdoel, California

Dear Sirs:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 651, Page 301, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By

Joanne Kendrick
Deputy

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: FRANK M. LAND AND KATHLEEN M. LAND, his wife
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

Federal Land Bank Of Sacramento, California

APPLICANT'S NAME (if other than above): N/A

APPLICANT'S ADDRESS: P.O. Box 299, MACDOELL, CA 96058

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

DESIGNATED AGENT: N/A FRANK M. LAND

MAILING ADDRESS: PO Box 299, Macdoell, CA 96058

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>Field Crops</u>	<u>3-430-220</u>	
<u>Field Crops</u>	<u>3-430-230</u>	
<u>Field Crops</u>	<u>11-250-410</u>	
<u>Field Crops</u>	<u>11-280-190</u>	
Total Acreage		<u>6.40 ±</u>

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

OWNER/OWNERS SIGNATURE: [Signature]

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION _____

FORM 7-1-1-1

Dec 1984

[Signature]

SISKIYOU COUNTY, CALIFORNIA

RECEIVED REQUEST OF
Siskiyou County Clerk

SISN

JAN 23 2 41 PM '85

PREAMBLE TO LAND CONSERVATION CONTRACT #85000849

REG FEE \$ 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 March 1; 1985, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

3-430-220

3-430-230

11-250-410

11-380-190

STATE OF CALIFORNIA)
)
COUNTY OF SISKIYOU) ss.

On November 28, 1984, before me, Jolene Pace, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Roger Zwanziger, personally known to me to be the person who executed this instrument as Chairman of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

Dated: November 28, 1984

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

Deputy:

Jolene Pace
Signature

(Seal)

Notice to the Owner shall be addressed as follows:

FRANK M. LAND
PO Box 299
Macdonald, CA 96058

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

[Signature]

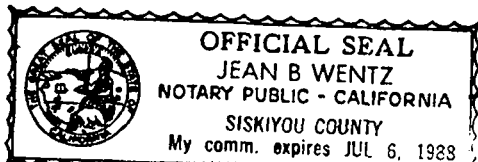
OWNER

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

On this 19th day of September, 1984, before me, Jean B. Wentz, a Notary Public, in and for said Siskiyou County, personally appeared Frank M. Land and Betty M. Land known to me to be the person is whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
 Notary Public

My Commission expires: July 6, 1988



ATTEST: **NORMA PRICE, CLERK**
BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, Board of Supervisors

[Signature] Clerk *[Signature]* VICE-Chairman

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SISKIYOU)

On this 19th day of September, 1984, before me, Jean B. Wentz, a Notary Public, in and for said Siskiyou County, personally appeared Roger Zwanziger known to me to be the Chairman of the Board of Supervisors of Siskiyou County whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

My Commission Expires: _____

CONSENT OF LIENHOLDER

The undersigned beneficiary and trustee, under that certain Deed of Trust, securing loan 0240135-5, as identified on the records of the Federal Land Bank of Sacramento, consents to the aforementioned application and agreement for an agricultural preserve contract (Land Conservation Act of 1965) and consents that its lien on the property described herein be subordinated to said agricultural preserve contract.

DATED: This 13TH day of SEPTEMBER 1984.

FEDERAL LAND BANK OF SACRAMENTO,
by Federal Land Bank Association
of Alturas, Special Agent. *1*

BY: E. L. Ferry, Jr.
E. L. Ferry, Jr., General Manager

STATE OF CALIFORNIA)

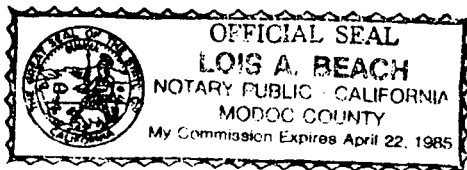
) S.S.

COUNTY OF MODOC)

On this 13th day of September, 1984, before me,
a Notary Public in and for said County and State, personally appeared

* * * E. L. Ferry, Jr. * * *

known to me to be the person(x) whose name(x) (is) ~~XXXX~~ subscribed to the within instrument, and acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Saule Beach
Notary Public in and for said County
and State

Lois A. Beach

STATE OF CALIFORNIA
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

85000849

Page 1 of 13 pages

OWNER'S NAME Frank M. Land and Kathleen M. Land ADDRESS PO Box 299, Macdonald, CA 96058
His Wife

PARCEL NUMBERS 11-380-190 11-250-410 3-430-220 3-430-230

HOW LONG HAVE YOU OWNED THIS LAND? 1980

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 0 Carrying capacity 0
Irrigated pasture acreage 56 A. Carrying capacity 150 acres
Dry farming acreage 0 Crops grown — Production per acre —
Field crop acreage 546 Crops grown Wheat/Barley Production per acre 5 TONS
Wheat Barley 2.5 TONS
Row crop acreage — Crops grown — Production per acre —
Grazing AUM — Term — Fees paid —
Other acreage — Type — Production per acre —

OTHER INCOME:

Hunting rights \$ — per year — acres — Fishing Rights \$ — per year —
Other recreational rights \$ — per year — type — Mineral rights \$ —

LAND LEASED FROM OTHERS:

Name of Owner Butte Valley Irrigation Dist No. of acres 500 ±
Rental fee per acre 5.00 Use of land GRAZING
Terms of lease Annual Lease termination date April, 1985
Share cropped with others: Crop — % to owner — Acres —

LAND LEASED TO OTHERS:

Name and address of lessee —
No. of acres — Rental fee per acre — Use of land —
Terms of lease — Lease termination date —
Share cropped to others: Crop — % to owner — Acres —
List expenses paid by land owner —

REMARKS ON INCOME, ETC.:

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

Signed [Signature] Date 9-1-83

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

Adopted 11-28-72



T 45 N R 1 W M.D.M. 85000849 Tax Area Code 90-04 90-05

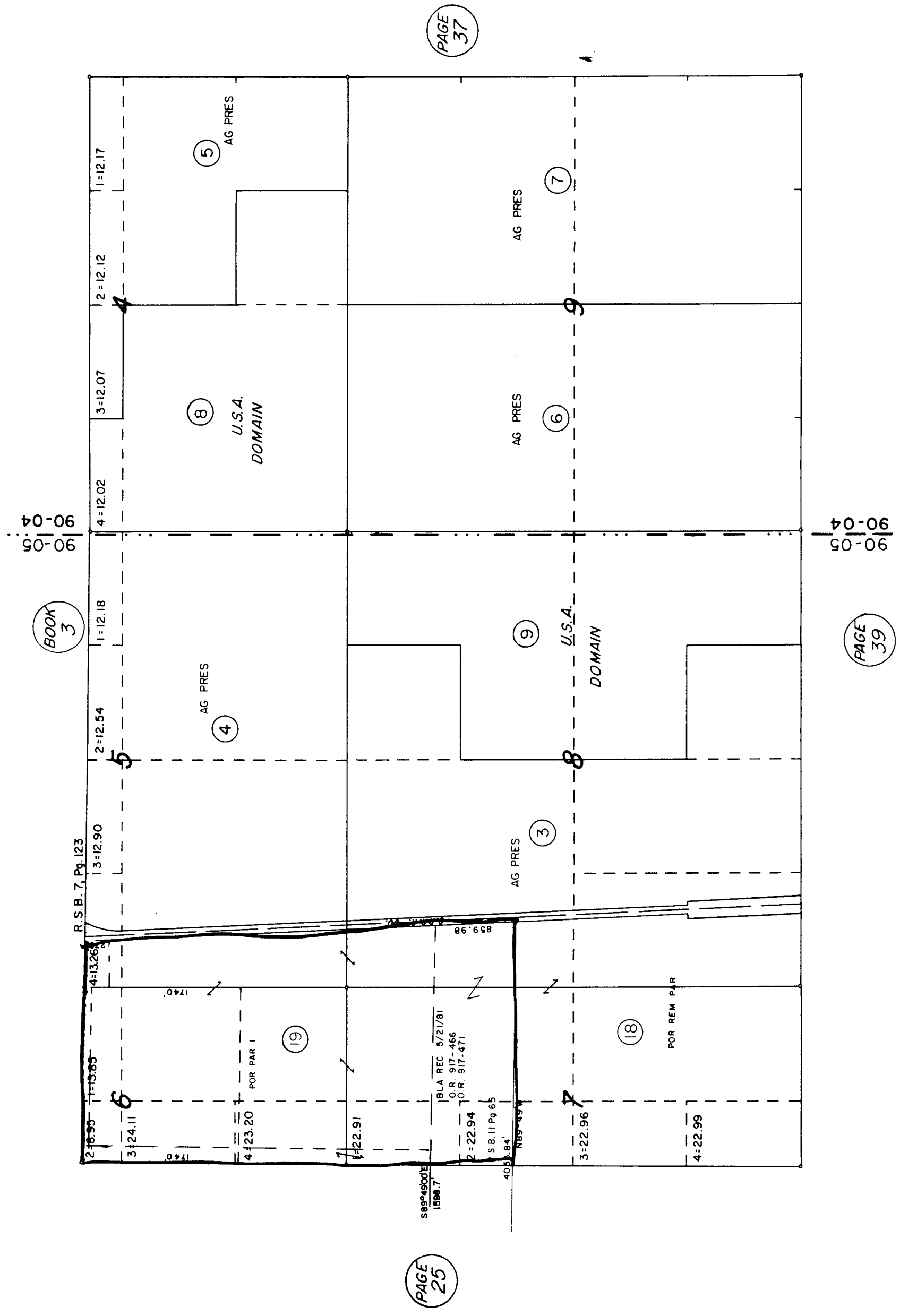


Exhibit H

RESOLUTION APPROVING NEW AGRICULTURAL
PRESERVE CONTRACTS IN AGRICULTURAL
PRESERVES ESTABLISHED BY RESOLUTION

NO. 84-362, ADOPTED ON

NOVEMBER 27, 1984

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou
does hereby enter into Agricultural Preserve Contracts (Williamson
Contracts) with the following landowners in the established Agri-
cultural Preserves, said Agricultural Preserves having been
established by Resolution 84-362, adopted November 27, 1984 and
the Chairman of the Siskiyou County Board of Supervisors is auth-
orized to sign said contracts on behalf of the County of Siskiyou,
and the Clerk is directed to record said contracts prior to
March 1, 1985.

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

PASSED AND ADOPTED this 27th day of November, 1984 by the
following vote:

AYES: Supervisors Mattos, Frey and Thackeray.

NOES: None.

ABSENT: Supervisor Zwanziger.

Regis Zwanziger
Vice Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By: Rae Turbowicz
Deputy

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

ATTEST: Nov. 23, 1985

NORMA PRICE

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

By

Rae Turbowicz
Deputy

RESOLUTIONS	
NO.	<u>84-362</u>
BOOK	<u>8807</u>

EXHIBIT "A"

<u>PROPERTY OWNER</u>	<u>ASSESSOR'S PARCEL NUMBER</u>
Kenneth & Madeline A. Bartig	23-350-10
4600 McConaughy Gulch Road	23-350-11
Etna, CA 96027	23-350-12
	23-360-18
	23-360-19
Edward C. & Anita J. Merlo	23-341-010
P.O. Box 627	23-341-020
Woodbridge, CA 95258	23-341-030
	23-341-040
	23-341-050
John D. & Marie L. Hunter	22-220-590
14431 Old Westside Road	22-200-290
Grenada, CA 96038	
J. Lee & Estelle Harrington	3-19-21
P.O. Box 223	
Dorris, CA 96023	
Paul K. & Anne L. Roger	2-050-070
P.O. Box 7722	
Klamath Falls, OR 97602	
Frank M. & Kathleen M. Land	3-430-220
P.O. Box 299	3-430-230
Macdoel, CA 96058	11-250-410
	11-380-190

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

85000849

Page 17 of 19 pages

27th day November 19 84

PRESENT: Supervisors Philip Mattos, Roger Zwanziger, Norma Frey and George Thackeray.

ABSENT: Supervisor James Steinhaus.

COUNTY ADMINISTRATOR: Richard E. Sierck Dep. COUNTY CLERK: Rae Turbovsky

COUNTY COUNSEL: Frank J. DeMarco PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED APPROVING NEW AGRICULTURAL PRESERVE CONTRACTS
IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 84-362,
ADOPTED ON NOVEMBER 27, 1984.

It was moved by Supervisor Thackeray, seconded by Supervisor Mattos, and unanimously adopted, with Supervisor Steinhaus absent, that Resolution No. 84-371, being a resolution approving new agricultural preserve contracts in Agricultural Preserves established by Resolution No. 83-362, is hereby adopted.

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 11-27-84

Witness my hand and the seal of said Board of Supervisors, this 23rd day of January, 1985.

cc-File
Planning

NORMA PRICE

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

By Rae Turbovsky

Deputy Clerk

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

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

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

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

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

WHEREAS, uniform rules shall apply to this preserve as specified in Resolution 23, Book 8, of the Board of Supervisors,

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

PASSED AND ADOPTED this 27th day of November, 1984 by the following vote:

AYES: Supervisors Mattos, Frey and Thackeray.

NOES: None.

ABSENT: Supervisor Zwanziger.

Roger Zwanziger
Vice Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By

Rae Furhousky
Deputy

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

ATTEST: Jan 23, 1985

NORMA PRICE

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

By

Rae Furhousky
Deputy

RESOLUTIONS	
NO.	84-362
BOOK	

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

27th day November 19 84

PRESENT: Supervisors Philip Mattos, Roger Zwanziger, Norma Frey and George Thackeray.
ABSENT: Supervisor James Steinhaus.
COUNTY ADMINISTRATOR: Richard E. Sierck Dep. COUNTY CLERK: Rae Turbovsky
COUNTY COUNSEL: Frank J. DeMarco PURPOSE OF MEETING: Regular

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

It was moved by Supervisor Frey, seconded by Supervisor Thackeray, and unanimously carried, with Supervisor Steinhaus absent, that Resolution 84-362, being a resolution establishing a new agricultural preserve with uniform rules including compatible uses, is hereby adopted.

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 11-27-84.

Witness my hand and the seal of said Board of Supervisors, this 23rd day of January, 19 85.

cc-File
Planning

NORMA PRICE
County Clerk and ex-Officio Clerk of the Board
of Supervisors of Siskiyou County, California
By Rae Turbovsky
Deputy Clerk

Exhibit H

THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE