

Staff Report

Submission Date: September 8, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Recommendation by Staff to issue a Notice of Non-Renewal of portions of certain Williamson Act Contracts.

Location: Multiple Parcels in Siskiyou County

Exhibits:

- A.** Contract 71065A – Lawrence
 - 1.** Contract 71065A
- B.** Contract 72030A – Flanagan
 - 1.** Contract 72030A
- C.** Contract 72062 – Baird
 - 1.** Contract 72062
- D.** Contract 76005D – Geib
 - 1.** Contract 76005D
- E.** Contract 78025 – Blodget
 - 1.** Contract 78025
- F.** Contract 93004 – Jones
 - 1.** Contract 93004

Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continue to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. If an owner does not complete and return the survey or declaration of agricultural income forms, staff is unable to verify the property is dedicated to commercial agricultural use. Surveys and Declaration forms were sent to property owners at the address on record with the County Assessor's office on April 1, 2025. A second notice was mailed to all owners that did not complete and return the necessary forms on May 8, 2025. A Notice to Comply was mailed on July 8, 2025, which notified the owner that staff will be recommending a Notice of Non-Renewal be issued for their property as failure to return the survey and declaration forms was not in compliance with the county guidelines and their Williamson Act Contract.

Staff has attempted to correspond with each owner individually, via phone or email as provided by the landowner or if found in an online public search, regarding the requirement to complete and submit the requested information to the county.

71065A – Lawrence

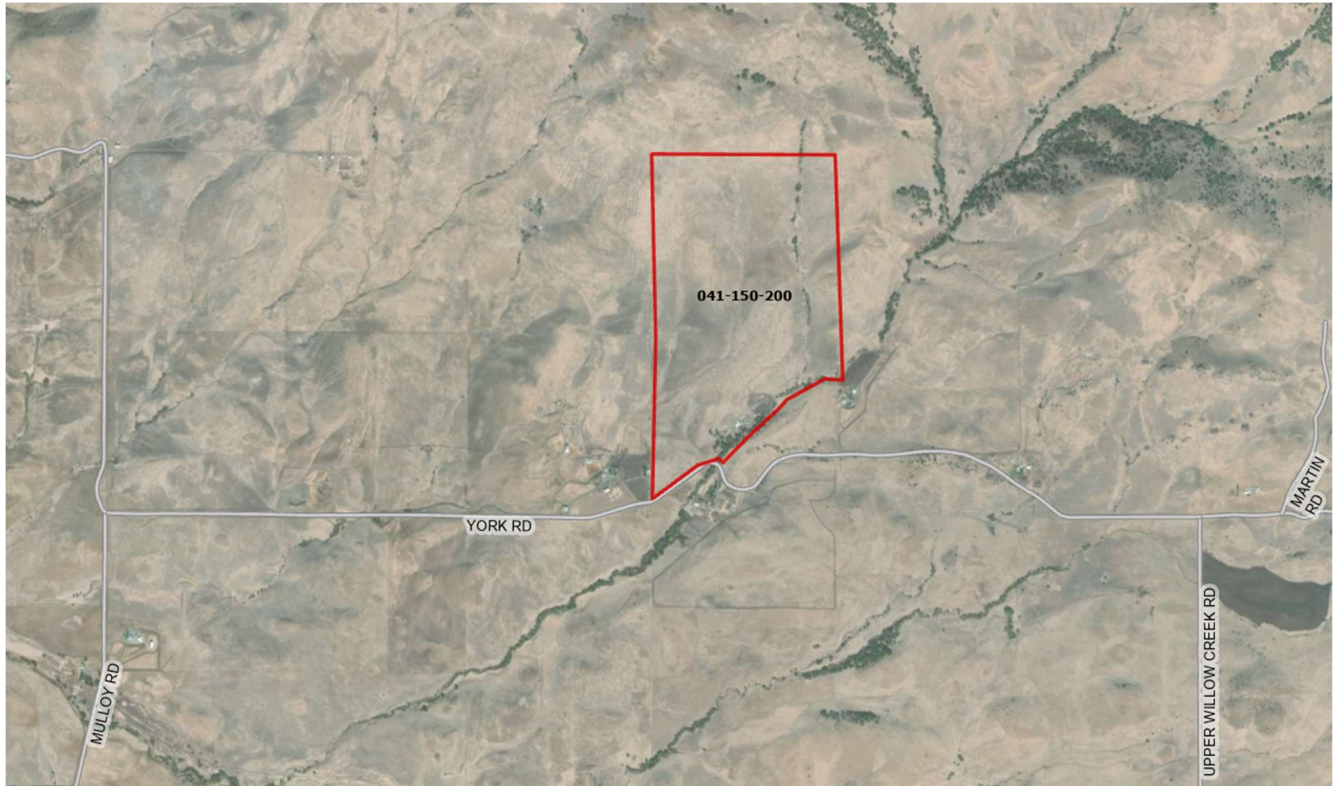


Figure 1 – Property under Contract 71065A

Subject Property -

253.48 acres located north and east of the city of Montague on York Road, on APN 041-150-200 (Figure 1).

Contract and Preserve History -

71065A

- Williamson Act Contract – Contract No. 71065A, noted as Clerk’s Contract 61, as recorded on May 17, 1971, in the Siskiyou County Records in Volume 623 at Page 9 (Exhibit A-1).
 - Consists of 253.48 acres with one individual property owner (Lawrence).
 - Commercial Agricultural Use specified in Contract – Grain and Pasture
- Agricultural Preserve – Established by Board Resolution 404 in Book 2.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the property.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
- Phone number as provided by the property owner.
 - Called the owner on May 28, 2025, he requested another copy of the survey to be mailed to him. Confirmed mailing address and mailed the survey on May 28, 2025.
 - Called the owner on August 21, 2025, left a voicemail letting him know that we have not yet received the survey and to ask if he needed another copy or assistance.

72030A – Flanagan

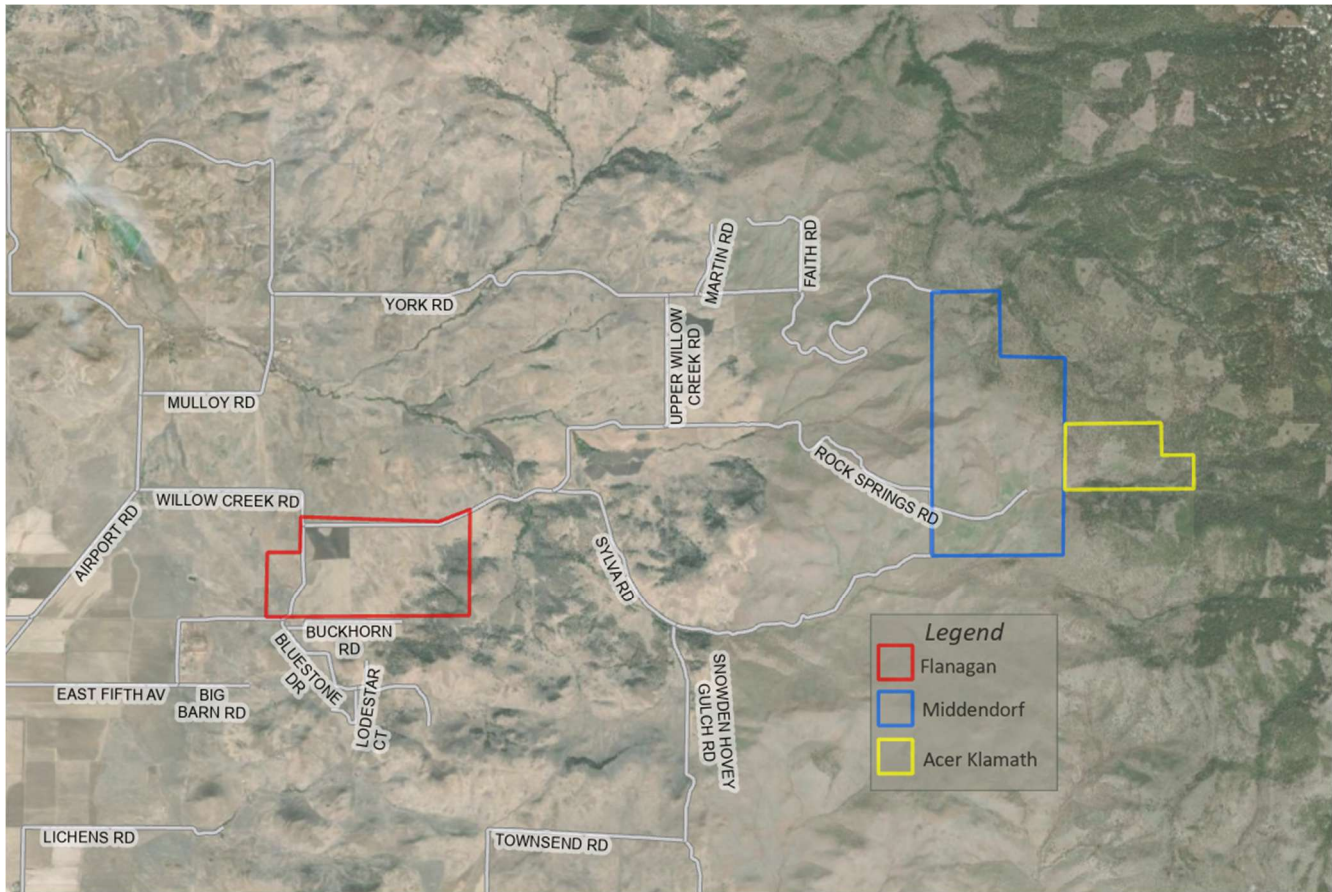


Figure 2 – Property under Existing Contract 72030A

Subject Property -

685 acres located north and east of the city of Montague, on APN 041-160-180 (Figure 2).

Contract and Preserve History -

72030A

- Williamson Act Contract – Contract No. 72030A, noted as Clerks Contract number 106, as recorded on May 5, 1971, in the Siskiyou County Records in Volume 652 at Page 20 (Exhibit B-1)
 - Currently consists of 1925 acres with three property owners (Acer Klamath, Middendorf and Flanagan).
 - Acer Klamath was issued a notice of non-renewal and have since applied for a rezone to TPZ with immediate contract cancellation.
 - Commercial Agricultural Use specified in Contract – Ranching
- Agricultural Preserve – Established by Board Resolution 414 in Book 2.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the property.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
 - No phone number or email address provided by the owner.

72062 – Baird

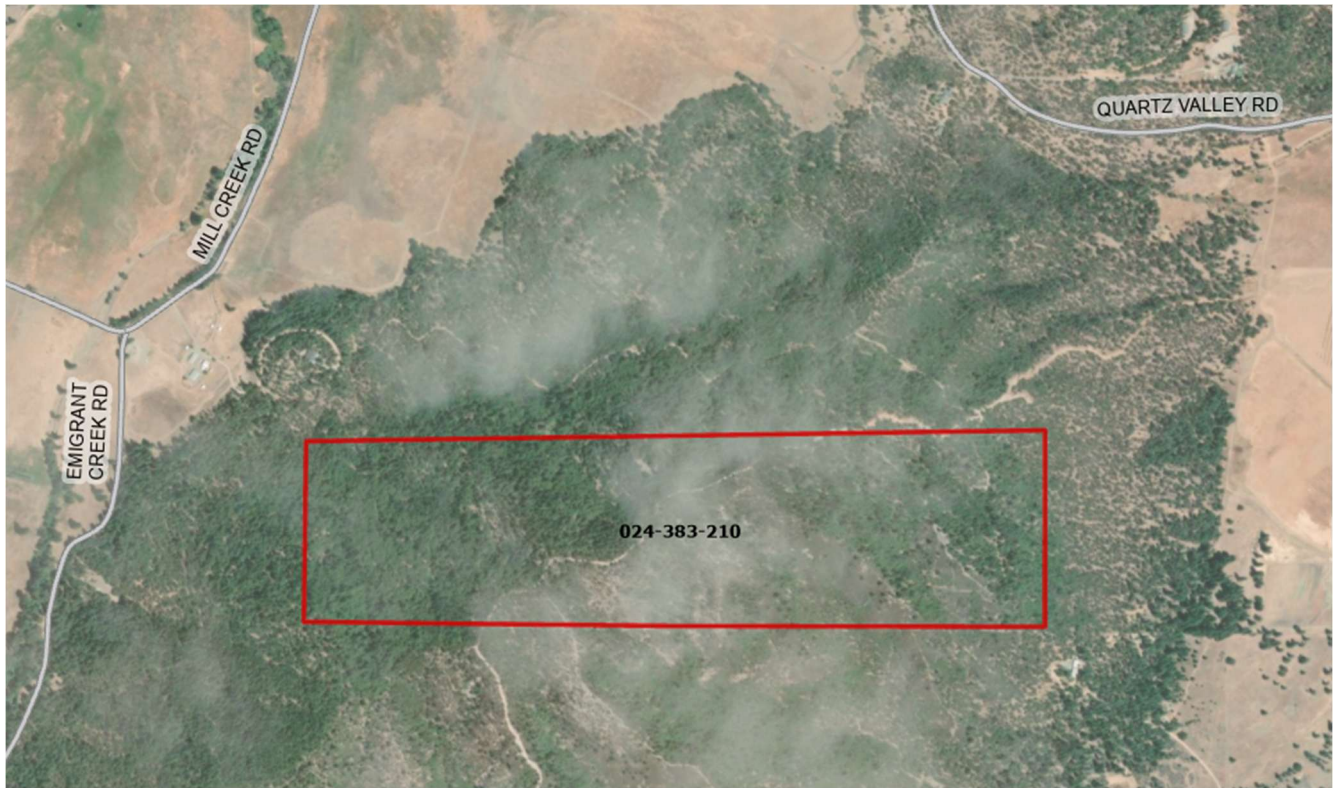


Figure 3 – Property Under Existing Contract 72062

Subject Property -

160 acres located west of the community of Greenview, on APN 024-383-210 (Figure 3).

Contract and Preserve History -

72062

- Williamson Act Contract – Contract No. 72062, noted as Clerk’s Contract 147, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 653 at Page 210 (Exhibit C-1)
 - Currently consists of 160 acres with one property owner (Baird).
 - Commercial Agricultural Use specified in Contract – Ranching
- Agricultural Preserve – Established by Board Resolution 184 in Book 4.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the property.
 - Incomplete survey and declaration form returned. Owner responded to request for forms to be completed – unwilling to provide information.

Method of Correspondence

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

76005D - Geib

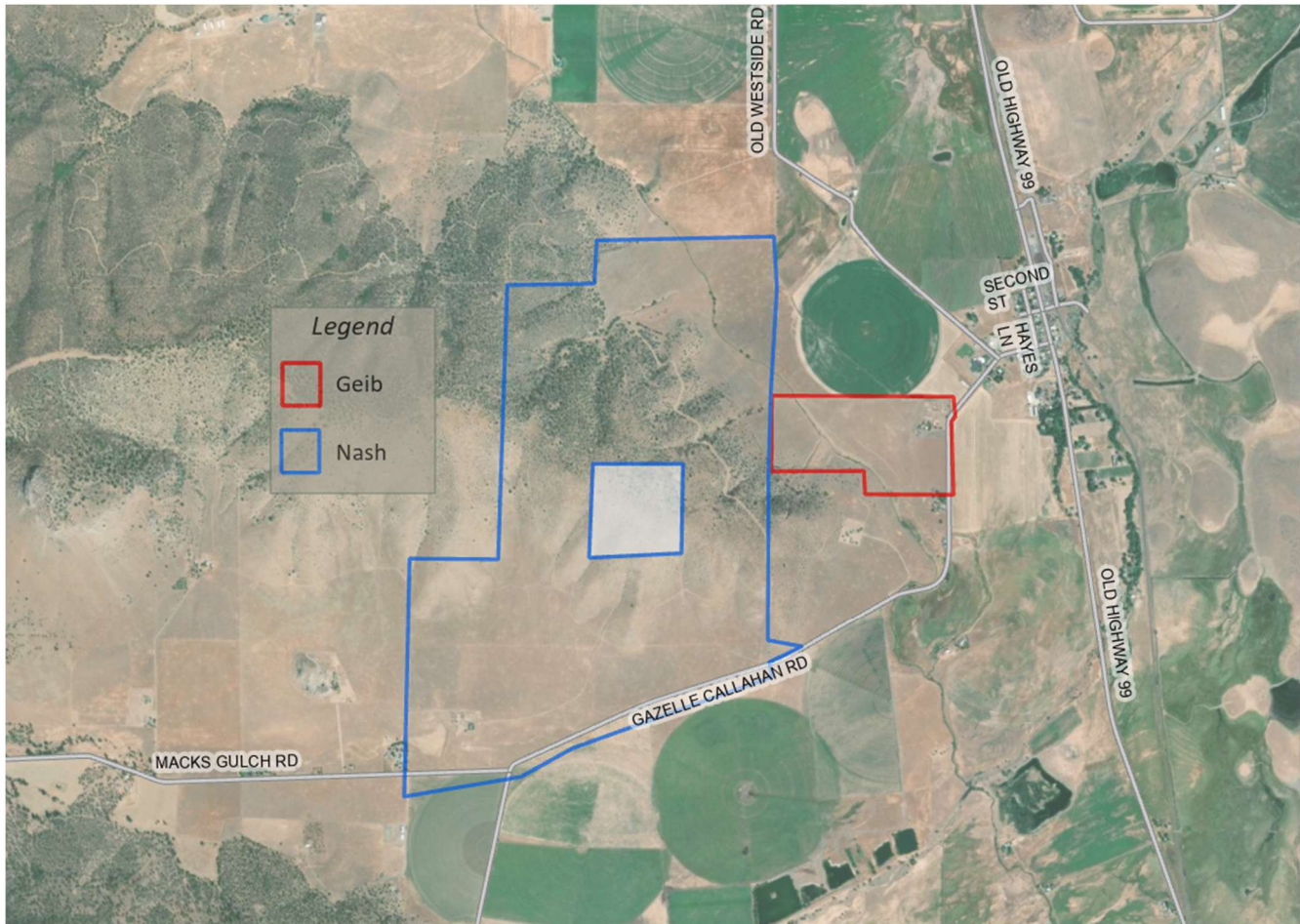


Figure 4 – Property Under Existing Contract 76005D

Subject Property -

72.45 acres located south and west of the community of Gazelle on APN 022-480-030 (red outline in Figure 4).

Contract and Preserve History -

76005D

- Williamson Act Contract – Contract No. 76005D, noted as Clerk’s Contract 438, as recorded on January 3, 1990, in the Siskiyou County Records as Document No. 1990-0233 and amended as recorded on July 24, 1991, in the Siskiyou County Records as Document Nos. 1991-8940 (Exhibit D-1)
 - Currently consists of 778.85 acres with two property owners (Nash and Geib).
 - Commercial Agricultural Use specified in Contract – Pasture
- Agricultural Preserve – Established by Board Resolution 30 in Book 7.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the subject property.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
 - Owner did not provide a phone number or email address.

78025 – Blodgett



Figure 5 – Property Under Existing Contract 78025

Subject Property -

161.9 acres located south of the city of Dorris on APN 002-080-150 (Figure 5).

Contract and Preserve History -

78025

- Williamson Act Contract – Contract No. 78025, noted as Clerk’s Contract 345, as recorded on February 23, 1978, in the Siskiyou County Records in Volume 808 at Page 321 (Exhibit E-1)
 - Currently consists of 161.9 acres with one property owner (Blodgett).
 - Commercial Agricultural Use specified in Contract – Alfalfa
- Agricultural Preserve – Established by Board Resolution 39 in Book 8.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the property.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
- Email as provided by the landowner
 - Called the owner on August 21, 2025, and left a voicemail letting him know that we have not yet received the survey and to ask if he needed another copy or assistance.

93004 – Jones

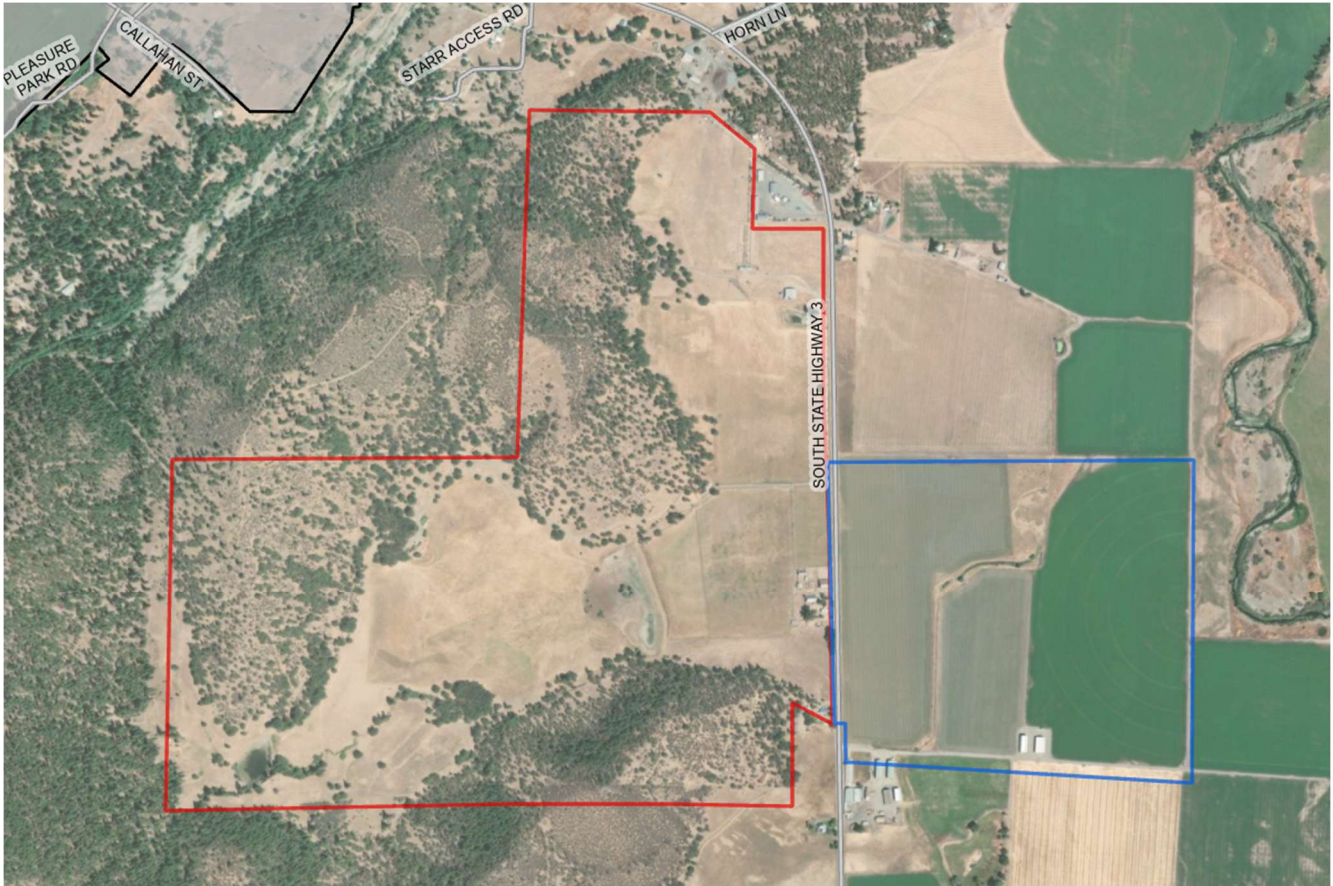


Figure 6 – Property Under Existing Contract 93004

Subject Property -

453.6 acres located south of the city of Etna on APNs 023-080-210, 023-080-220, 023-080-340, 023-110-110 (red outline in Figure 6).

Contract and Preserve History -

93004

- Williamson Act Contract – Contract No. 93004, noted as Clerk’s Contract 472, as recorded on January 28, 1993, in the Siskiyou County Records as Document No. 1993-0986 (Exhibit F-1)
 - Currently consists of 161.9 acres with two property owners (Custer and Jones).
 - Custer was granted a separate contract which will become effective January 1, 2026.
 - Commercial Agricultural Use specified in Contract – Grazing and Crop Land.
- Agricultural Preserve – Established by Board Resolution 93-17.

Compliance Issues-

- Unable to verify commercial agricultural use occurring on the property as the 2023 and 2025 Surveys have not been returned.

Method of Correspondence

- USPS mail to the address on record with the county Assessor/Recorder.
No phone number or email address has been provided by the landowner.

Analysis

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

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

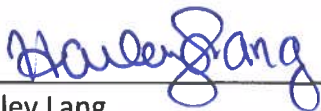
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

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

Approved by:

County of Siskiyou
Agricultural Preserve Administrator



Hailey Lang
Agricultural Preserve Administrator



Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on August 21, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: ALAN R. OR Ethel T. Whitehurst
(Include trust deed or other SCOTT Valley Bank;
encumbrance holders Use Russell Fredericks
separate sheet if necessary)

APPLICANT'S NAME (If other than above): BARRY R. Whitehurst

APPLICANT'S ADDRESS: RT 1, Box 605, Montague, Calif. 96064

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

DESIGNATED AGENT: BARRY Whitehurst MAILING ADDRESS: RT. 1,
Box 605, Montague, Calif. 96064

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Dryland GRAIN-NATIVE PASTURE	5-14-04	160
" " " " - hay	5-14-14	240

Total acreage 400

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.

X OWNER/OWNERS SIGNATURE: Alan R. Whitehurst
Ethel T. Whitehurst

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: _____

May 28, 1971

Mr. Alan R. Whitehurst
Rt. 1, Box 605
Montague, California 96064

Dear Mr. Whitehurst.

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded May 17, 1971, Vol. 623, Page 1, Official Records of Siskiyou County. I am returning two copies of said contract for your files and your lienholder's files.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____
Deputy

Encls.

MAY 17 11 20 AM '71

Vol. 623 Page 1

11917

no chg
RECORDED FEB 8

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 Feb-26 ~~MAY 3~~, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

Section 6. POLICE POWER. Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or readoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 55000 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 3. 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:

A. R. Whitehurst
Box 261
Moss Beach, Calif. 94038

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

Alan R. Whitehurst
Ethel T. Whitehurst
OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

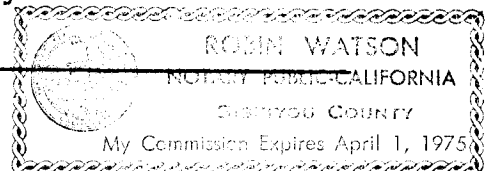
Ernest G. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 12th day of May, 1971, before
me, Robin Watson a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest G. 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 SAN MATEO) ss.

On this 3rd day of May, 1971,
before me, June L. Torre, a Notary
Public, in and for said SAN MATEO County, personally
appeared ALAN R. WHITEHURST AND ETHEL T. WHITEHURST
known to me to be the persons whose
names subscribed to the within instrument, and
acknowledged to me that THEY executed the same.

June L. Torre
Notary Public

My Commission expires: _____

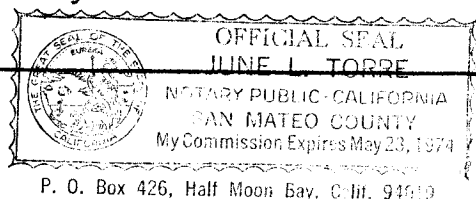


EXHIBIT "A"

List Assessor's Parcel Numbers below

5-14-04

5-14-14

STATE OF CALIFORNIA,

County of Siskiyou

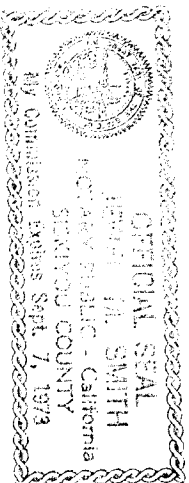
} ss.

On this 29th day of April, 1973, in the year one thousand nine hundred and Seventy-one, before me, Jewel M. Smith, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Ernest P. Smith

President

known to me to be the of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the first above written County of Siskiyou the day and year in this certificate

Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires

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 29th day of April, 1971.

Scott Valley Bank
LIENHOLDER

STATE OF CALIFORNIA)
COUNTY OF) ss.

On this 29th day of April, 1971,
before me, Jewel M. Smith a Notary Public, in
and for said Siskiyou County, personally appeared
Ernest P. Smith known to
me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that
executed the same.

Notary Public

My Commission Expires: _____

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 4 day of May, 1971.

Charles Russell Frederick
LIENHOLDER

STATE OF ^{Oregon} ~~CALIFORNIA~~)
COUNTY OF Tillamook } ss.

On this 4 day of May, 1971,
before me, B. B. Bentley a Notary Public, in
and for said Tillamook County, personally appeared
Charles Russell Frederick known to
me to be the person whose name subscribed to the
within instrument, and acknowledged to me that he
executed the same.

B. B. Bentley
Notary Public

My Commission Expires: 11-27-73



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

12th day May 19 71

PRESENT: Supervisors George Wacker, Ernest A. Hayden, Mike Belcastro and Phil Mattos. Chairman Hayden presiding.
ABSENT: Supervisor Earl F. Ager.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned
Regular

LAND CONSERVATION CONTRACTS APPROVED - CHAIRMAN AUTHORIZED TO SIGN AND CLERK INSTRUCTED TO RECORD.

Because of new legislation extending the time for filing and recording Land Conservation Contracts, it was moved by Supervisor Mattos, seconded by Supervisor Wacker, that the following Land Conservation Contracts with property listed in Resolution 404, Book 2, adopted on the 28th day of January, 1969, being a Resolution Establishing An Agricultural Preserve, are hereby approved and the Chairman authorized to sign and the Clerk instructed to have said contracts recorded upon the condition that each Contractor who has declared that the property is subject to a lienholder has submitted a "Consent of Lienholder" form fully executed by 5:00 P.M., Monday, May 17, 1971.

<u>OWNER</u>	<u>PARCEL NO.</u>
David Ellison & Irene M. Ellison	19-02-07 19-02-06 19-02-05
Alan R. & Ethel J. Whitehurst	5-14-04 5-14-14
Dorman R. York	5-14-03
Dorman R. & Marita E. York	4-14-05 5-11-09 5-14-05
Frank A. York	4-14-01 5-11-05 5-13-11 5-14-01 5-14-08

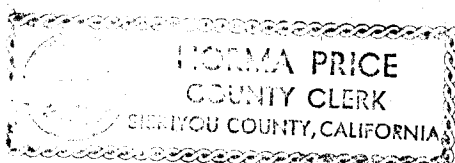
AYES: Supervisors Wacker, Belcastro and Mattos.
NOES: None.
ABSENT: Supervisor Ager.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 5/12/71.

Witness my hand and the seal of said Board of Supervisors, this 14th day of May, 1971.

cc: File
Recorder



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

By _____
Deputy Clerk

This 12th day of February, 1972

MICHAEL T. HENNESSY
County Counsel

Frank De Marco
DEPUTY COUNTY COUNSEL

SISKIYOU COUNTY, CALIFORNIA

10201

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: GUARDIA WILLIAM & MARY
(Include trust deed or other
encumbrance holders Use
separate sheet if necessary) D.V.A

APPLICANT'S NAME (If other than above): GUARDIA WILLIAM

APPLICANT'S ADDRESS: P.O. Box 155 MONTAGUE 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: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>RANCHING</u>	<u>4-15-9</u>	<u>320</u>
	<u>4-17-1</u>	<u>600</u>
	<u>4-18-6</u>	<u>640</u>
	<u>5-15-5</u>	<u>245</u>
	<u>5-15-7</u>	<u>440</u>

Total acreage 2245

RECORDED AT REQUEST OF
Siskiyou County Clerk

5 FEB 25 1972
OFFICIAL SISKIYOU COUNTY CLERK

Vol 652 Pg. 20

None 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: William Guardia

Mary Guardia

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 652 PAGE 20

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 55000 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:

GUARDIA, WILLIAM & MARY
P.O. Box 185
MONTAGUE, CAL

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

William Guardia
Mary Sylvia Guardia

OWNER

ATTEST:

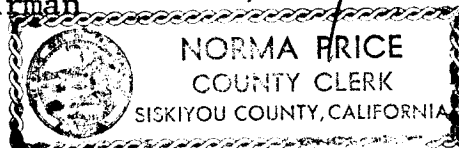
COUNTY OF SISKIYOU, Board of
Supervisors

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

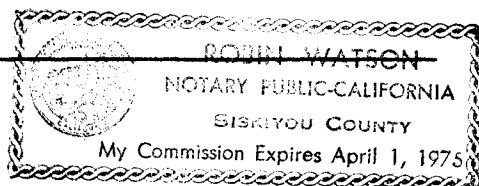
My Commission Expires: _____

00000

STATE OF CALIFORNIA

COUNTY OF Siskiyou

} ss.



On this 10th day of January, 1972,
before me, HELEN WALTER a Notary
Public, in and for said Siskiyou County, personally
appeared William Guardia & Mary Sylvia Guardia
known to me to be the persons whose
name s subscribed to the within instrument, and
acknowledged to me that they executed the same.

Helen Walter
Notary Public

My Commission expires: _____

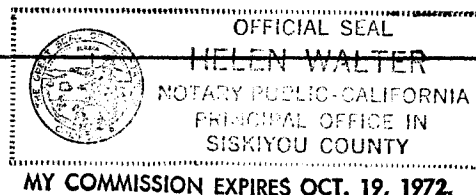


EXHIBIT "A"

List Assessor's Parcel Numbers below

4 - 15 - 9

4 - 17 - 1

4 - 18 - 6

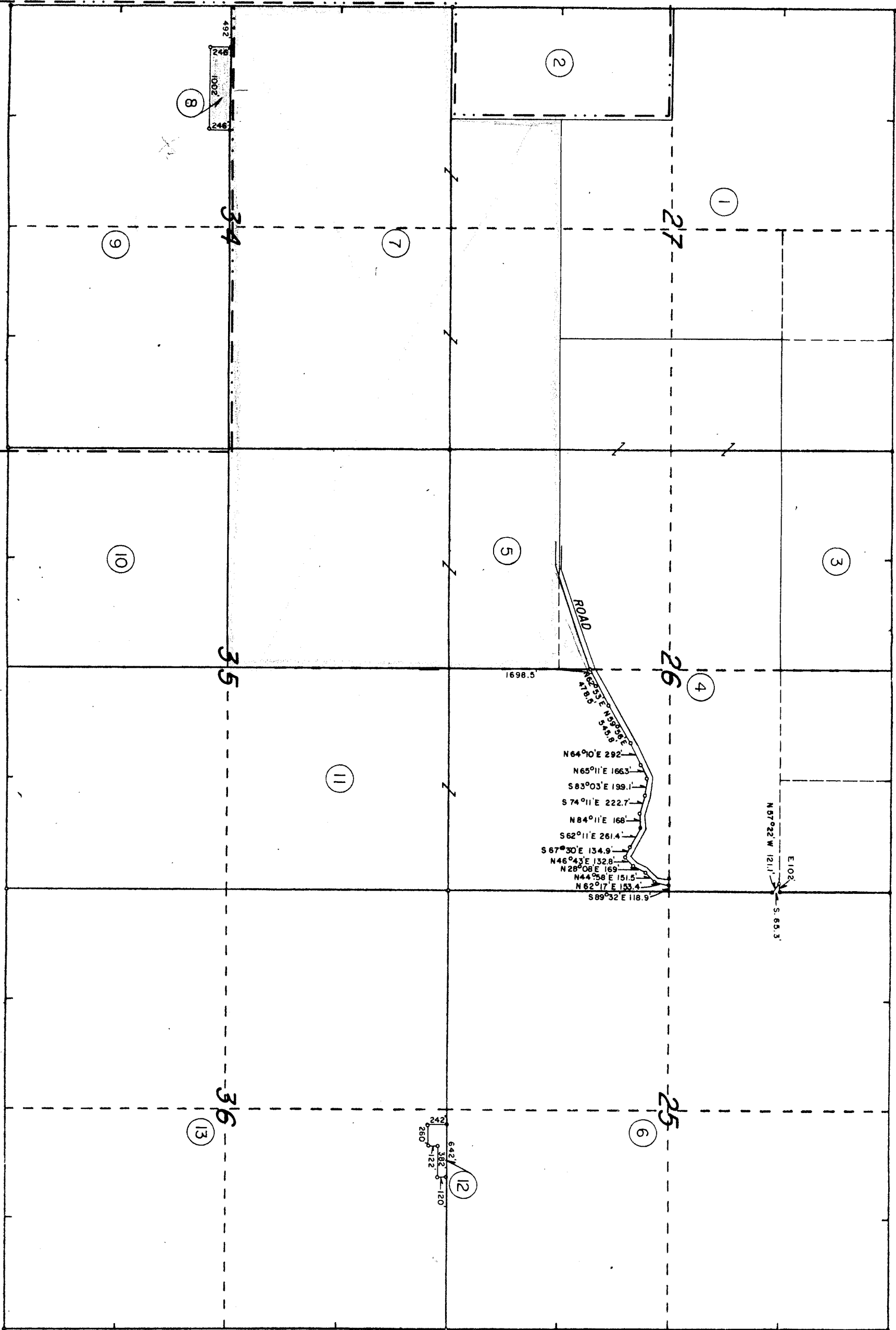
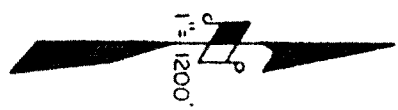
5 - 15 - 5

5 - 15 - 7

T 46 N R 5 W

Tax Area Code
95-03
121-01

5-15



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 B-1

Book 12
Page 36
Vol 652
95-03
121-01

Assessor's Map
County of Siskiyou, California
Vol 652
Page 37

T 46 N R 4 W

Tax Area Code
121-01

4 - 18

15

1 = 39.69

2 = 39.48

3 = 39.27

4 = 39.06

1 = 39.09

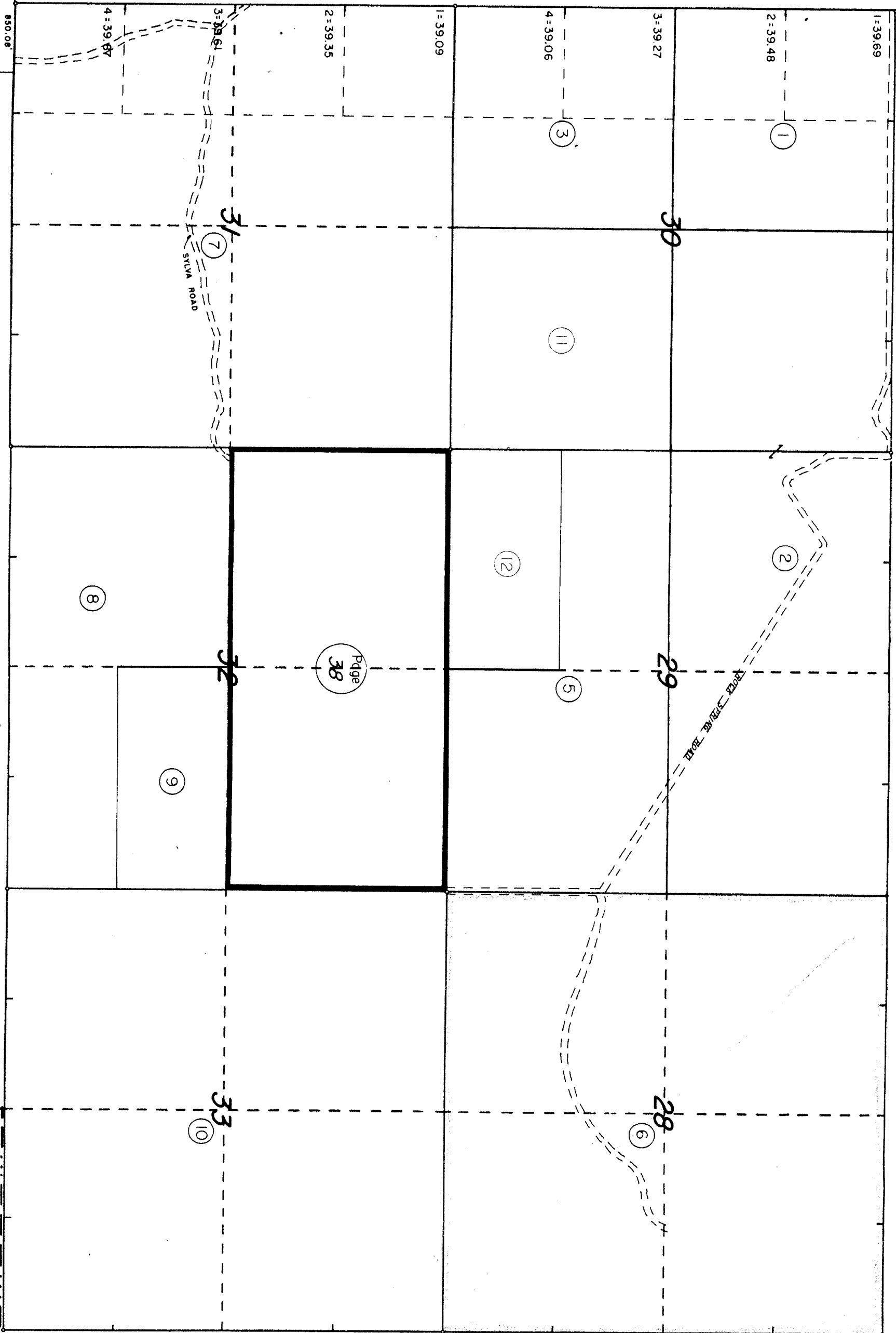
2 = 39.35

3 = 39.61

4 = 39.87

T 46 N
T 45 N

R 5 W
R 4 W



Book
5

17

Exhibit B-1

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

Vol. 652 Page 34

Book
11

Assessor's Map
County of Siskiyou, California

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121-01
87-02

T 46 N R 4 W

Tax Area Code
121-01

16

121-01
58-00

2

3

27
1

26

25
4

18

34

5

7

8

6

34

35

36

U.S.A.

U.S.A.

58-00
87-02

Exhibit B-1



121-01
87-02

Vol 652 Page 32

Book 714

Assessor's Map
County of Siskiyou, California

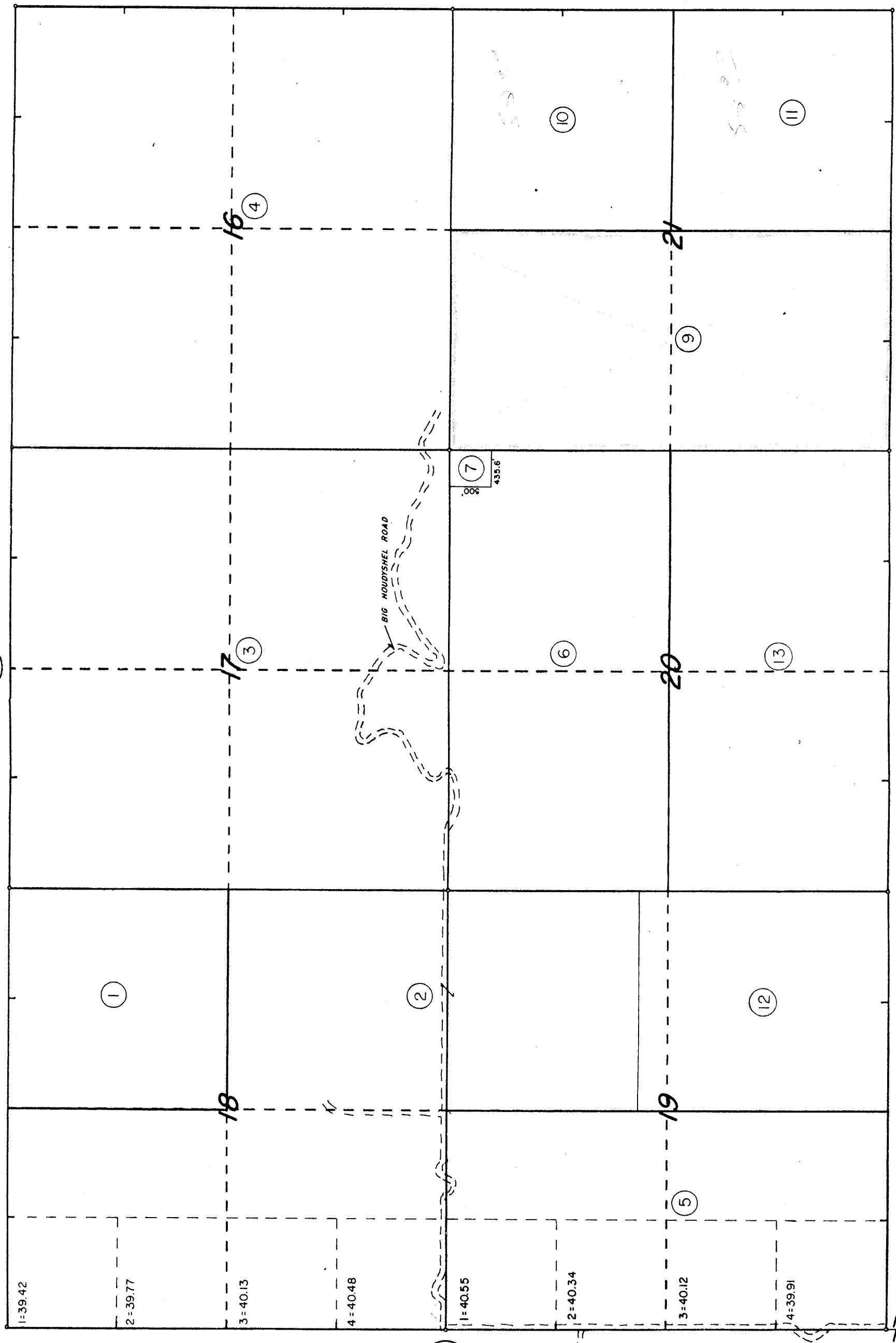
Vol 652 Page 33

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

T 46 N R 4 W

Tax Area Code
121-01

4 - 15



Book 5

R 4 W

18

Vol 652 Page 30

Assessor's Map
County of Siskiyou, California Vol 652 Page 3

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.

16

DEPARTMENT OF VETERANS AFFAIRS

DIVISION OF FARM AND HOME PURCHASES



January 12, 1972

Mr. William J. Guardia
P. O. Box 185
Montague, CA 96064

Direct
reply to:

DEPARTMENT OF VETERANS AFFAIRS
2135 AKARD AVENUE,
P. O. BOX 456
REDDING, CALIFORNIA 96001

Enclosed is the California Land Conservation Contract executed by our Sacramento office. Since the contract itself has been signed by the Department it is not necessary that the Consent of Lienholder forms be signed.

Your annual installment has been adjusted to \$4,450. The payment due January 1, 1973 will be for this amount.

CASSIUS C. JOHNSON
District Manager

Richard W. Reynolds
Senior Property Agent

Enc.
bh

HIRE A VETERAN - HIRE EXPERIENCE

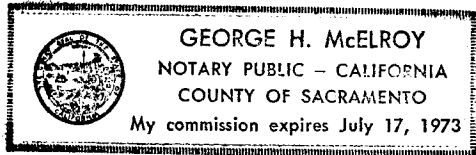
VOL 652 PAGE 38

STATE OF CALIFORNIA

County of Sacramento

} ss.

On January 10, 19 72 before me the undersigned, a Notary Public in and for said County and State, personally appeared Geo. A. Lawrence, known to me to be an authorized officer who executed the within instrument on behalf of the Department of Veterans Affairs of the State of California therein named, and acknowledged that such department executed the same.



WITNESS my hand and official seal.

George H. McElroy

Notary Public in and for said County and State

T-77e Acknowledgement - Authorized Officer

Notice to the Owner shall be addressed as follows:

GUARDIA, WILLIAM & MARY
PO Box 185
MONTAGUE, CALIF.

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

DEPARTMENT OF VETERANS AFFAIRS
OF THE STATE OF CALIFORNIA

By

[Signature]
Authorized Officer

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this _____ day of _____, 19____, before
me, _____ a Notary Public, in and
for said _____ County, personally appeared
_____ 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: _____

oo0oo

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____,
before me, _____, a Notary
Public, in and for said _____ County, personally
appeared _____
_____ known to me to be the person _____ whose
name _____ subscribed to the within instrument, and
acknowledged to me that _____ executed the same.

Notary Public

My Commission expires: _____

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 CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION NO. 414, BK. 2, ADOPTED 1-28-69.

It was moved by Supervisor Mattos, seconded by Supervisor Belcastro, that Resolution No. 185, Book 4, being a Resolution approving Agricultural Preserve Contracts in Agricultural Preserve established by Resolution No. 404, Book 2, adopted 1-28-69, 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 on Exhibit A attached to Resolution 185, Book 4, whose contracts have been approved:

Bryan, Michael A. & Lynne B.
Buscombe, Edwin H., Jr., and Wilma W.
Clement, Paul
Connick, Harris R.
Costa, Arlan E.
Crooks, Cecile C.
Evans, Floyd E.
Farrier, George F. and Grace
Glendenning, Duane Scott et al
Glendenning, Thomas et al
Glendenning, Violet et al
Guardia, William & Mary
Hernandez, Harley H. and Marjorie R.
Howell, Harryette C. (Harryette Howell Sylvia)
Hoy, Elden R. & Nora R.
Hummel, Fred & Marianne
Hurliman, Glory Ann
Jones, Laurence B. and Alice A.

(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 CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION NO. 414, BK. 2, ADOPTED 1-28-69.
(CONT'D).

Lewis, Orel E.
Linville, John Henry and Mary N.
Lombardi, Joe A. and Mary A.
Long, Brice M. and Mildred B.
Martin, Jess C. and Anita W.
Martin, Jess C. and Brice Cooper Martin
Martin, Jess C. and Brice P.
Mulloy, L. Dennis
Mulloy, Lawrence Dennis
Nilsson, Claes and Geraldine
Piersall, Jack R. and Hilda L.
Spencer, Harold F. and Pauline T. et al
Shoemaker Bros.
Shoemaker, Charles and Essie
Timberhitch Inc.
Truax, Minnie Et al
Zwanziger, Roger

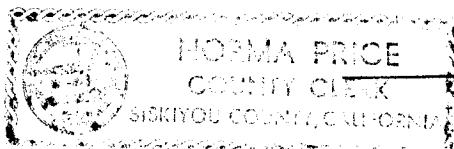
AYES: Supervisors Mattos, Belcastro and Hayden NOES: None
ABSENT: Supervisors Agex and Wacker

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, 19 72.

cc: File
Recorder



NORMA PRICE
COUNTY CLERK

NORMA PRICE

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

By

Joanne Kendrick
Deputy Clerk

VOL 652
Exhibit B-1

PAGE 41

THESE MINUTES ARE SUBJECT TO
CHANGE WHEN REVIEWED 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

Mr. William Guardia
P.O. Box 185
Montague, California

Dear Mr. Guardia:

Your Land Conservation Contract entered into
with the County of Siskiyou effective February 9,
1972, was recorded February 25, 1972, Vol. 652,
Page 20, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

BY

Joanne Kendrick
Deputy

This 16 day of Feb, 1972

MICHAEL J. WINNESSY

10241

FILED

Paul J. Demarco
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

DEC 8 8 36 AM '71

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA
BY James Hendrick
DEPUTY

OWNER/OWNERS NAME AS RECORDED: SELBY GENE W, ALMA J.
(include trust deed or other
encumbrance holders Use
separate sheet if necessary)

APPLICANT'S NAME (If other than above):

APPLICANT'S ADDRESS: FORT JONES CALIF 96032

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

DESIGNATED AGENT: MAILING ADDRESS:

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use Assessor's Parcel No Acreage

24-380-140 160

RECORDED AT REQUEST OF
Siskiyou County Clerk
5 MIN PAST 8 A M
OFFICE RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

Vol. 653 Pg. 210
RECORDED

Total acreage 160

No Chg.

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: Gene Selby
Alma J. Selby

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 653 PAGE 210

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:

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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:

SELBY, GENE W & ALMA J.
FORT JONES
CALIFORNIA

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

Gene Selby
Alma J Selby

OWNER

ATTEST:

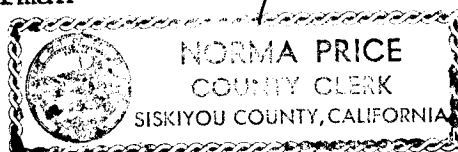
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 3rd day of February, 1972, before
me, Robin Watson a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest 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

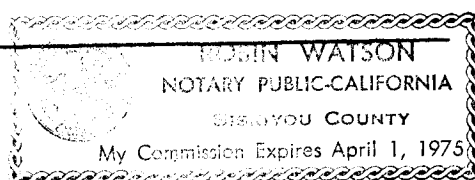
My Commission Expires: _____

00000

STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.



On this 1st day of December, 1971,
before me, Lucille V. Emison a Notary
Public, in and for said Siskiyou County, personally
appeared Gene Selby, Alma J Selby
known to me to be the person whose
name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Lucille V. Emison
Notary Public

My Commission expires: _____

Aug 2, 1972

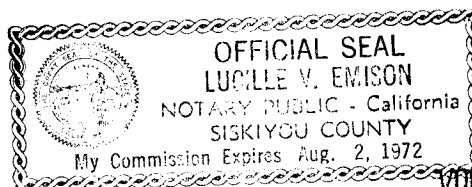


EXHIBIT "A"

List Assessor's Parcel Numbers below

24-380-140

T 43 N R 10 W

Tax Area Code
104-03

24-38

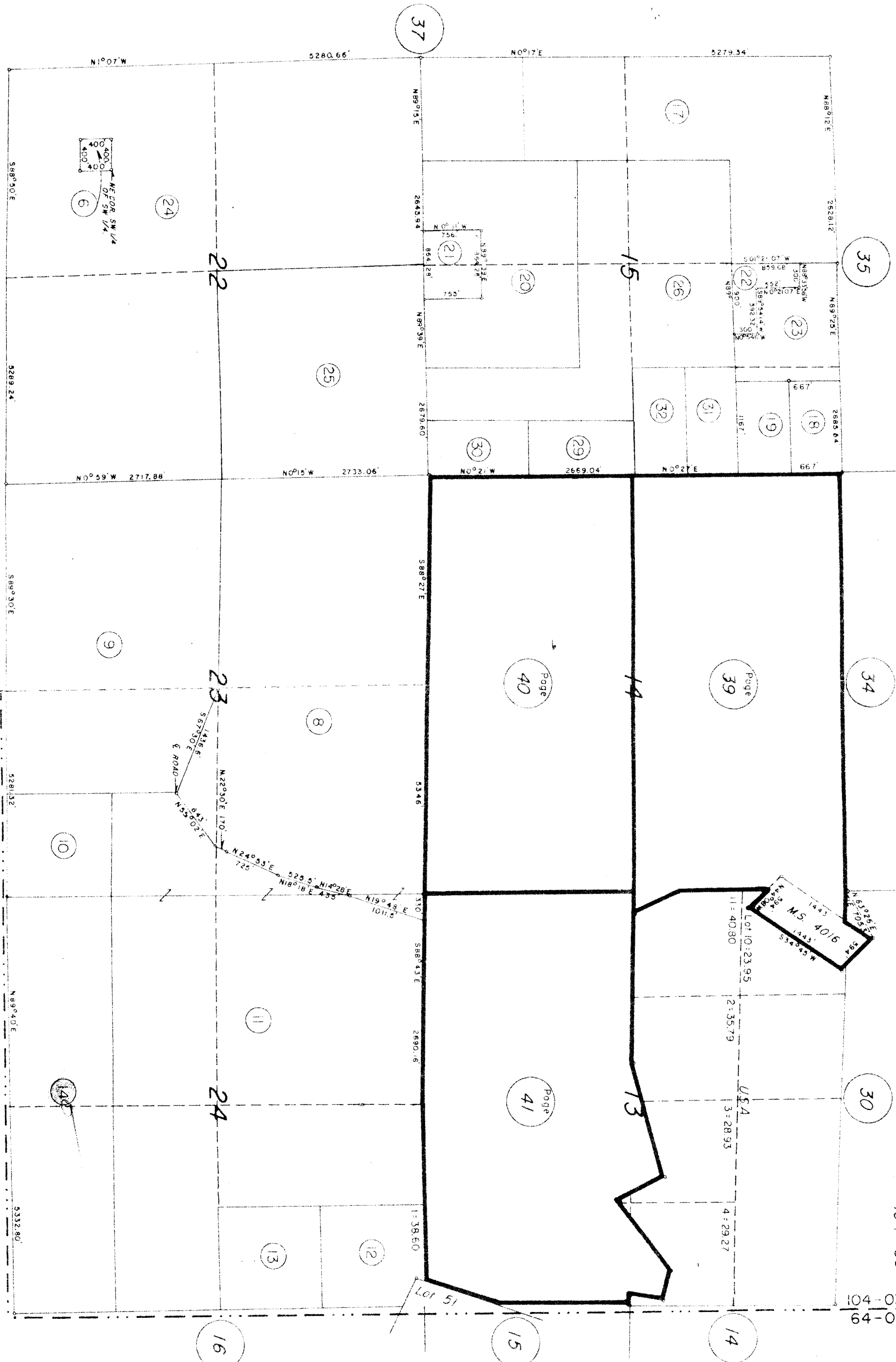


Exhibit C-1

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, Larry
York, Dorman R. and Marita E.
York, Dorman R. and Marita E.
Young, Leland H.
Young, Leland H. and Mildred A.

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

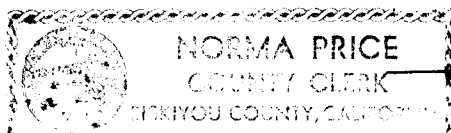
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

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

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

cc: File
Recorder



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

By Joanne Kendrick
Deputy Clerk

WOL 653 PAGE 223

Exhibit C-1

THESE MINUTES ARE SUBJECT
CHANGE WHEN READ BY
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

. Mr. Gene Selby
. Fort Jones
. California 96032

Dear Mr. Selby:

Your Land Conservation Contract entered into
with the County of Siskiyou effective February 9,
1972, was recorded February 25, 1972, Vol. 653,
Page 210, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

BY Joanne Kendrick
Deputy

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, 1990, 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 and 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 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 (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 received 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, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

A portion of that certain "Application For Agricultural Preserve Contract #108" for Albert and Irene N. Beltramo recorded February 17, 1976 in volume 749 page 690 Official Siskiyou County Records is amended as follows:

Siskiyou County Assessors Parcel Numbers:

22-280-280

22-270-190

Shown and described in Exhibit "B" attached hereto also known as Parcel 2 in that certain Boundary Line Adjustment (BLA-89-06) recorded ~~11-30-89~~ as document No. 89-04736 Official Siskiyou County Records are entered into and contained herein as a sole and separate Agricultural Preserve Contract in itself.

EXHIBIT "A"

List Assessor's Parcel Numbers below:

A portion of that certain "Application For Agricultural Preserve Contract #108" for Albert and Irene N. Beltramo recorded February 17, 1976 in volume 749 page 690 Official Siskiyou County Records is amended as follows:

Siskiyou County Assessors Parcel Numbers:

22-280-280

22-270-190

22-490-090*

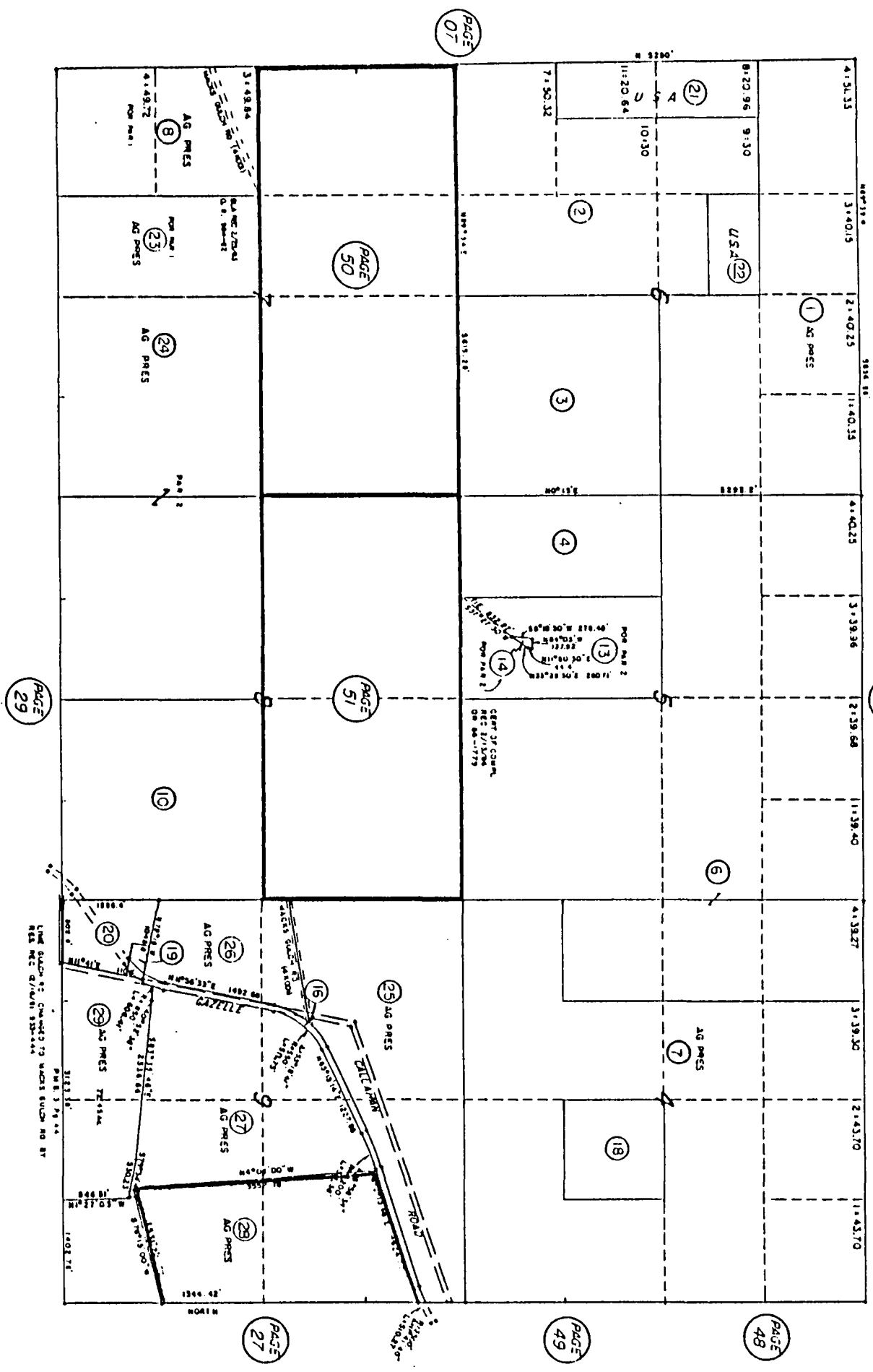
Shown and described in Exhibit "B" attached hereto also known as Parcel 2 in that certain Boundary Line Adjustment (BLA-89-06) recorded 11-30-89 as document No. 89 014736 Official Siskiyou County Records are entered into and contained herein as a sole and separate Agricultural Preserve Contract in itself.

* The Ag Preserve Contract recorded Jan. 8, 1990 as Document 90000233 (Contract 438) omitted this parcel number.

T 42 N R 6 W

Tax Area Code 70-01

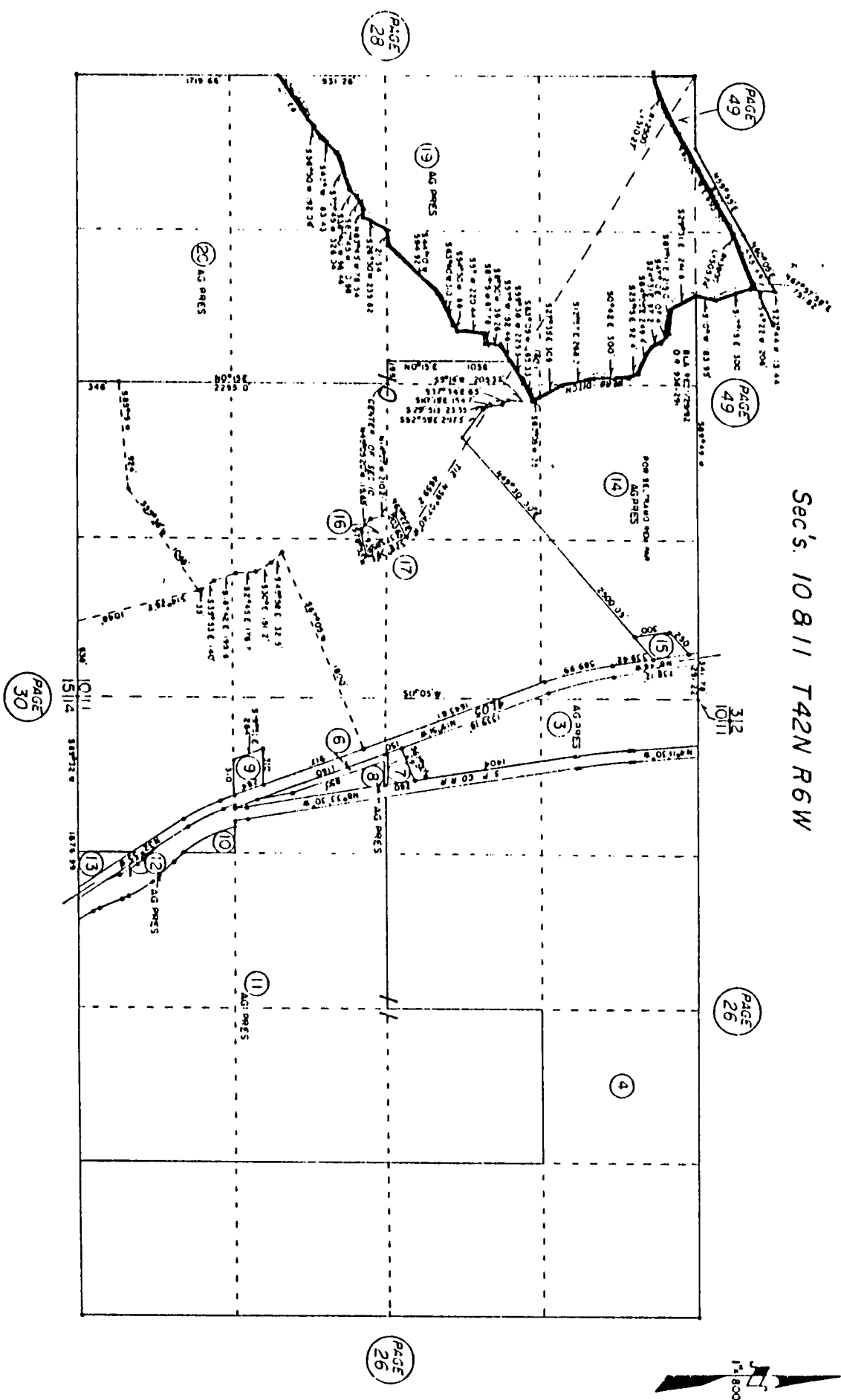
22-28



010000010

Tax Area Code 22-27
70-01

Sec's. 10 & 11 T42N R6W



Surveyor County Assessor's Office
Original map for Sec
Traced July 6, February, 1983

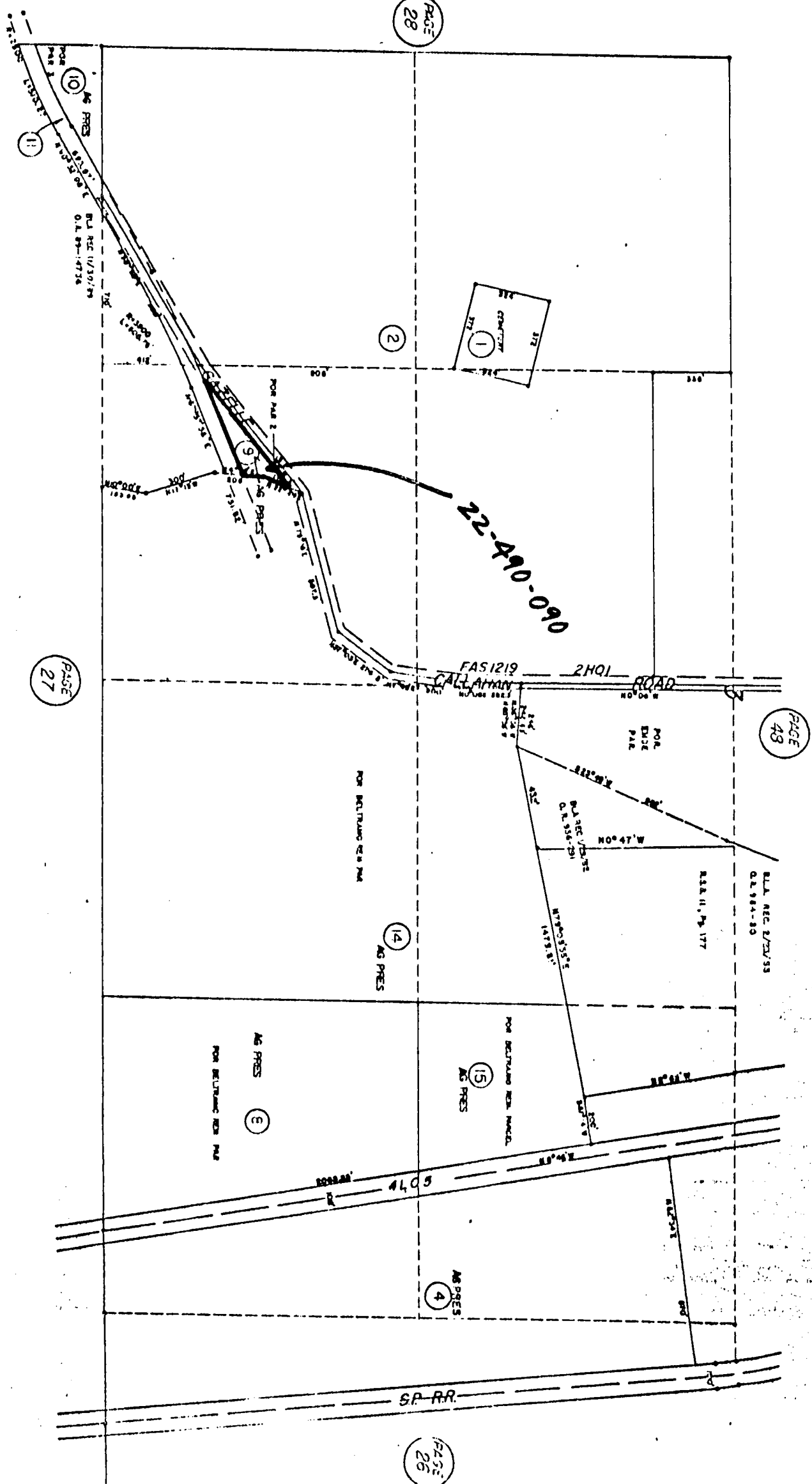
S 1/2 of Sec. 3 T42N R6W

Tax Assn Co's
70-01

22-49

01000010

PAGE 28



PAGE 26

810030 10

90000233

Pages 7 of 12 pages

Pages 11 of 16 pages

PROPERTY DESCRIPTION

PARCEL II

All that real property situate in sections 9, 10 and 3, Township 42 North, Range 6 West, M.D.M., County of Siskiyou, State of California more particularly described as follows:

All that portion of Parcel 2 as described in that particular deed of distribution for the Estate of Albert Beltramo recorded December 9, 1979, in Book 877 pages 174 and 175 Official Siskiyou County Records lying southerly of the South Right-Of-Way line of the Gazelle to Callahan Road (FAS -V-257).

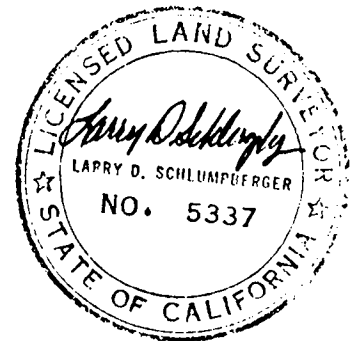
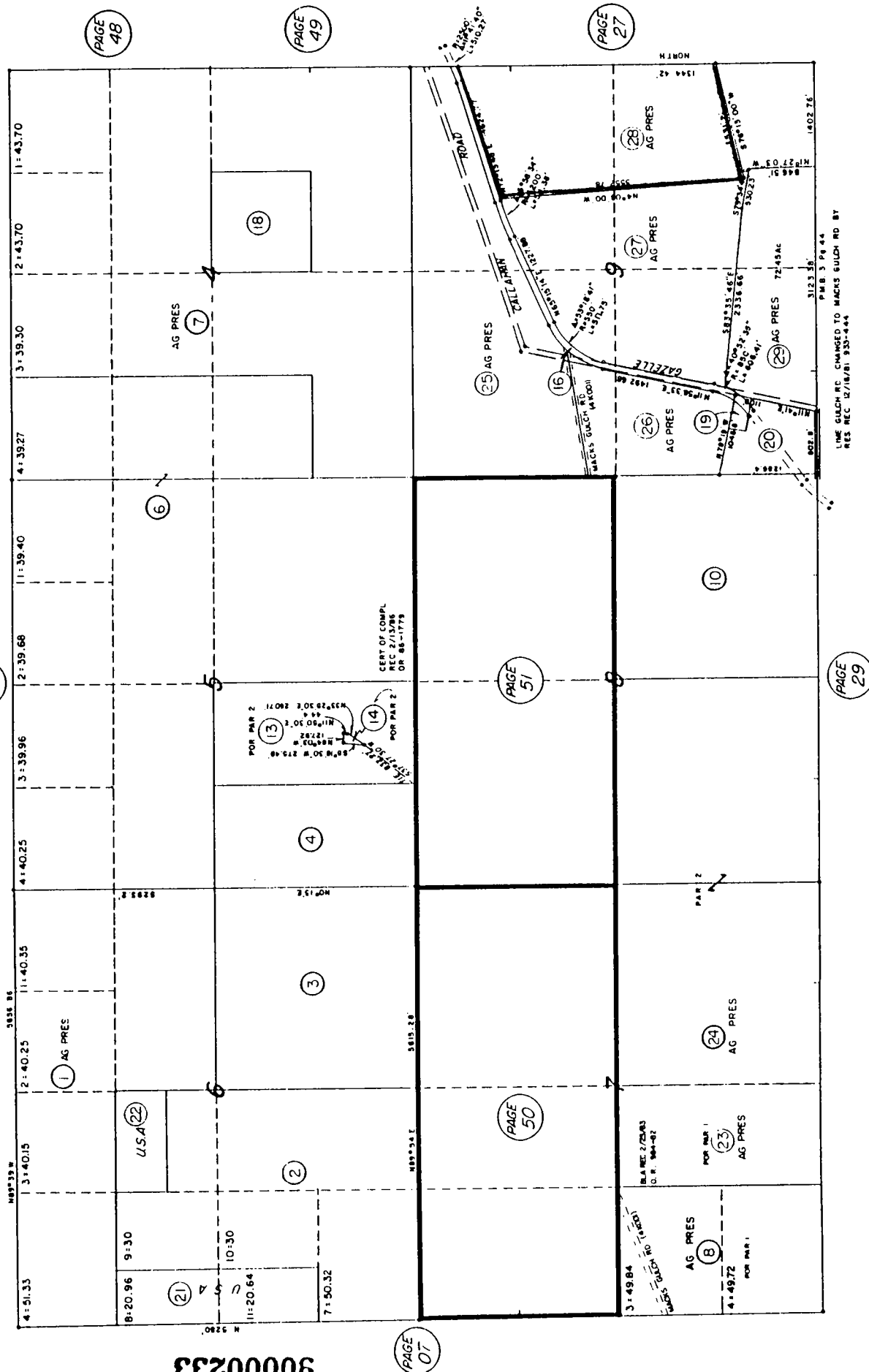


Exhibit D-1



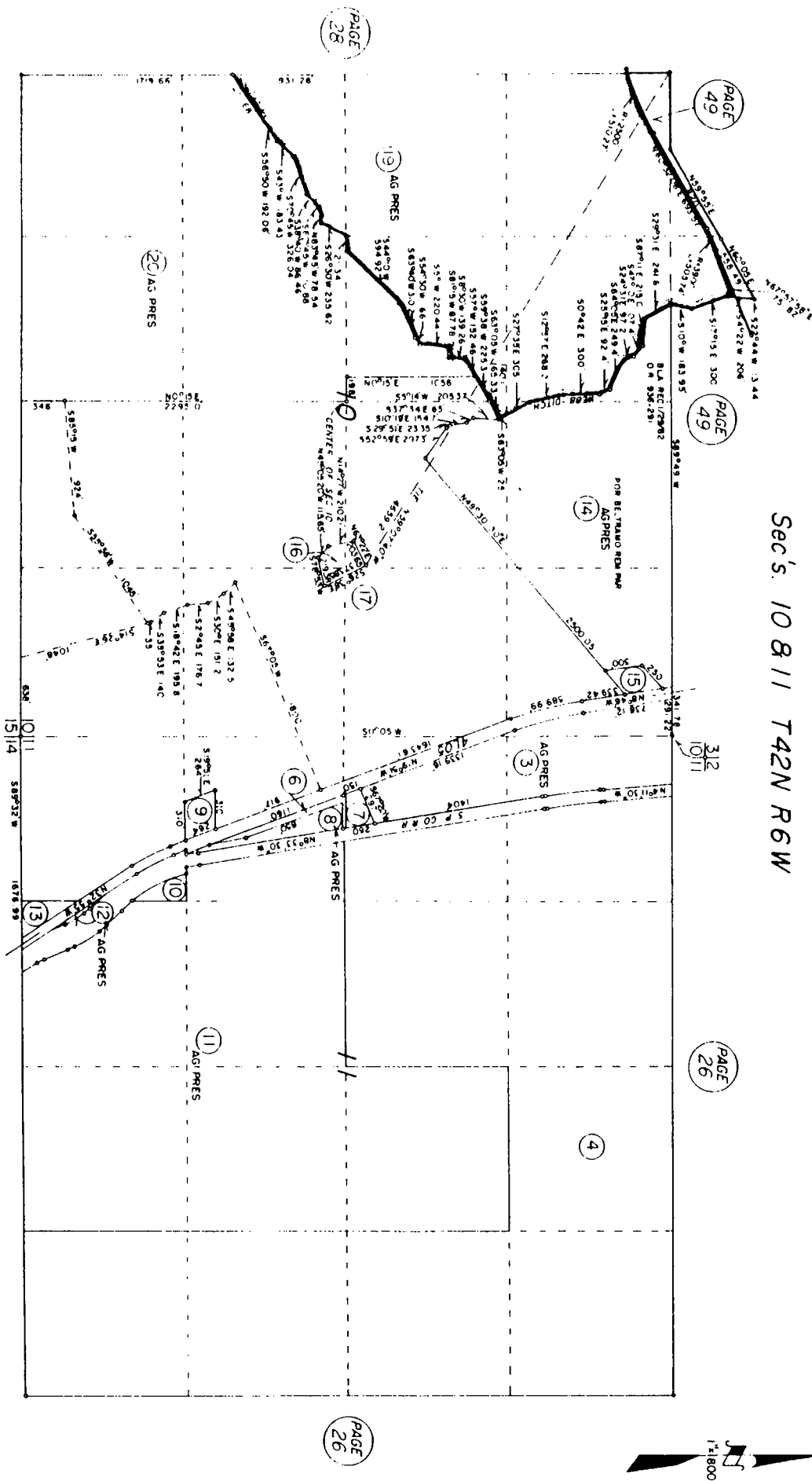
Sec's. 10 & 11 T42N R6W

Tax Area Code 70-01

22-27

90000233

81000010



STATE OF CALIFORNIA)
(ss
COUNTY OF SISKIYOU)

On January 4, 1990, before me, Lisa Chandler, Deputy
Clerk of the Siskiyou County Board of Supervisors, personally appeared
Patti Jackson, 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.

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

Lisa Chandler
Deputy
Signature

(Seal)

Dated: January 4, 1989

Notice to the Owner shall be addressed as follows:

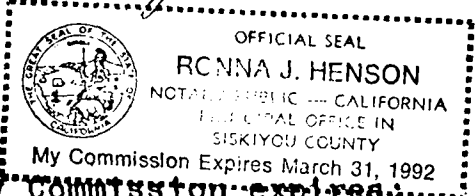
Irene Beltramo, et al
230 Shasta
Gazelle, Ca. 96034

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

John Beltramo
 John Beltramo
Irene Beltramo
 Irene Beltramo
 OWNER

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Siskiyou)

On this 10th day of July, 19 89,
 before me, the undersigned, a Notary
 Public, in and for said Siskiyou County, personally
 appeared John Beltramo and Irene Beltramo
 known to me to be the persons whose names
 subscribed to the within instrument, and acknowledged to me
 that they executed the same.


RCNNA J. HENSON
 Notary Public
 My Commission Expires: March 31, 1992

* Note: See additional signatures attached

ATTEST:

COUNTY OF SISKIYOU, Board of
 Supervisors

Lisa Chandler
 Clerk

Patti Jackson
 Chairman

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SISKIYOU)

On this _____ day of _____, 19____, before
 me, _____ a Notary Public, in and for
 said _____ County, personally appeared
 _____ 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: _____

910000,10

90000233

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by Albert Beltramo and Irene N. Beltramo and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 15TH day of June 1989.

INTERSTATE PRODUCTION CREDIT ASSOCIATION

By Claude Crane

Claude Crane, Senior Credit Officer
Lienholder

STATE OF OREGON)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of June 1989,
before me, Cheryl Ridge a Notary Public
in and for said Douglas County, personally
appeared Claude Crane known to me to be the
person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Cheryl Ridge
Notary Public

My Commission Expires: 8-9-89

91000010

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

90000233

13th day June 1989

PRESENT: Supervisors Norma Frey, Ivan Young, Patti Jackson, George Thackeray
and Roger Zwanziger. Chairman Jackson presiding.

ABSENT: None

COUNTY ADMINISTRATOR: Michael B. Hanford

Deputy
COUNTY CLERK: Lisa Chandler
and Sherrie Bennett
PURPOSE OF MEETING: Regular

COUNTY COUNSEL: Frank J. DeMarco

AMENDMENT TO AGRICULTURAL PRESERVE CONTRACT - IRENE BELTRAMO
CHAIRMAN AUTHORIZED TO SIGN.

It was moved by Supervisor Zwanziger, seconded by Supervisor Thackeray and unanimously carried, that the Chairman is authorized to sign the amended Agricultural Preserve Contract of Irene Beltramo when presented in final form and the Clerk authorized to record said contract.

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICE OF THE COUNTY CLERK
SISKIYOU COUNTY, CALIF.

JUL 24 8 14 AM '91

91000010

Robert B. Elledge

Fee \$ N/C

RECORDED AT REQUEST OF
Siskiyou County Clerk

OFFICE OF THE COUNTY CLERK
SISKIYOU COUNTY, CALIF.

JAN 3 8 21 AM '90

#90000233

Robert B. Elledge
No Fee

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss

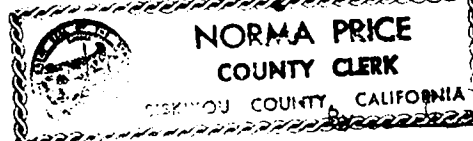
I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 6/13/89.

Witness my hand and the seal of said Board of Supervisors, this 4th day of January, 1990.

cc: File
☒ Planning
☒ Recorder
☒ Irene Beltramo

NORMA PRICE

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



Lisa Chandler
Deputy Clerk

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

Exhibit D-1

Pages 12 of 12 pages
Pages 16 of 16 pages

Pa \$100⁰⁰

14699

(25)

Clarke Copy
#346

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

SEP 19 9 31 AM '87

OWNER/OWNERS NAME AS RECORDED: JAMES W MAYE & MARY ANN MAYE
(Include trust, deed or other encumbrance holders. Use separate sheet if necessary)
(if none - write none) NONE

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

APPLICANT'S ADDRESS: P.O. Box 255 DEARIE CA 96023

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

DESIGNATED AGENT: _____ MAILING ADDRESS: _____

RECORDED AT REQUEST OF
Siskiyou County Clerk
FEB 23 1978
MIN. PAST 8 AM
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

DESCRIPTION OF PROPERTY Vol. 808, Page 321
(Use separate sheet if necessary) NONE

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>AIFAIFA</u>	<u>2-080150</u>	<u>160</u>

Total acreage 160

~~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: James W. Maye
Mary Ann Maye

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

FORM APPROVED

This 22nd day of Feb, 19 78

FRANK J. DeMARGO

County Counsel

VOL. 808 PAGE 321
Exhibit E-1

Frank J. DeMargo
SISKIYOU COUNTY, CALIFORNIA

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

Section 5. ADDITION OR ELIMINATION OF AUTHORIZED USES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

2 - 0510 - 150

Notice to the Owner shall be addressed as follows:

JAMES W MAYES
P.O. BOX 255 DOORIS CA

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

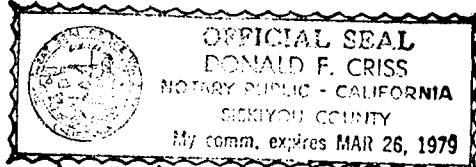
James W Mayes
Mary Anne Mayes

OWNER

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

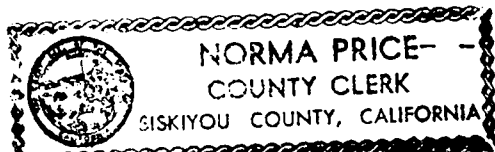


On this 14th day of September, 19 77,
before me, Donald F. Criss, a Notary
Public, in and for said Siskiyou County, personally
appeared James W. Mayes & Mary Anne Mayes
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me
that they executed the same.

Donald F. Criss
Notary Public

My Commission expires:

March 26, 1979



ATTEST:

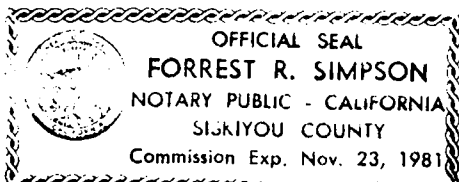
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 22nd day of February, 19 78, before
me, Forrest R. Simpson, a Notary Public, in and for
said Siskiyou County, personally appeared
George Wacker known to me to be the Chairman
of the Board of Supervisors of Siskiyou County whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.



Forrest R. Simpson
Notary Public

My Commission Expires:

11-23-81

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.

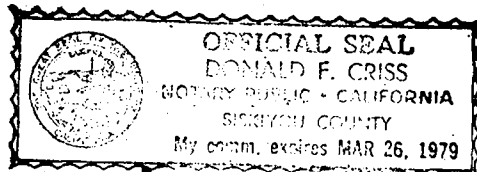
DATED: This 14 day of Sept., 19 77.

Jack F. Calka
LIENHOLDER

STATE OF CALIFORNIA)

SS.

COUNTY OF)



On this 14th day of September, 19 77,
before me, Donald F. Criss a Notary Public,
in and for said Siskiyou County, personally
appeared Jack F. Calka known to me
to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he
executed the same.

Donald F. Criss
Notary Public

My Commission Expires: March 26, 1979

COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME JAMES U MAYES ADDRESS P.O. Box 255 DERRIS CA

PARCEL NUMBERS 2-080-150

HOW LONG HAVE YOU OWNED THIS LAND? 1 yr

TYPE OF AGRICULTURAL USE:

Dry pasture acreage _____ Carrying capacity _____

Irrigated pasture acreage _____ Carrying capacity _____

Dry farming acreage _____ Crops grown _____ Production per acre _____

Field crop acreage 160 Crops grown Alfalfa Production per acre 5 Ton

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 _____ No. of acres _____

Rental fee per acre _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

LAND LEASED TO OTHERS:

Name and address of lessee _____

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

Terms of lease _____ Lease termination date _____

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

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

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

Signed James U Mayes Date SEP 12-77

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 11-23-72

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2-08

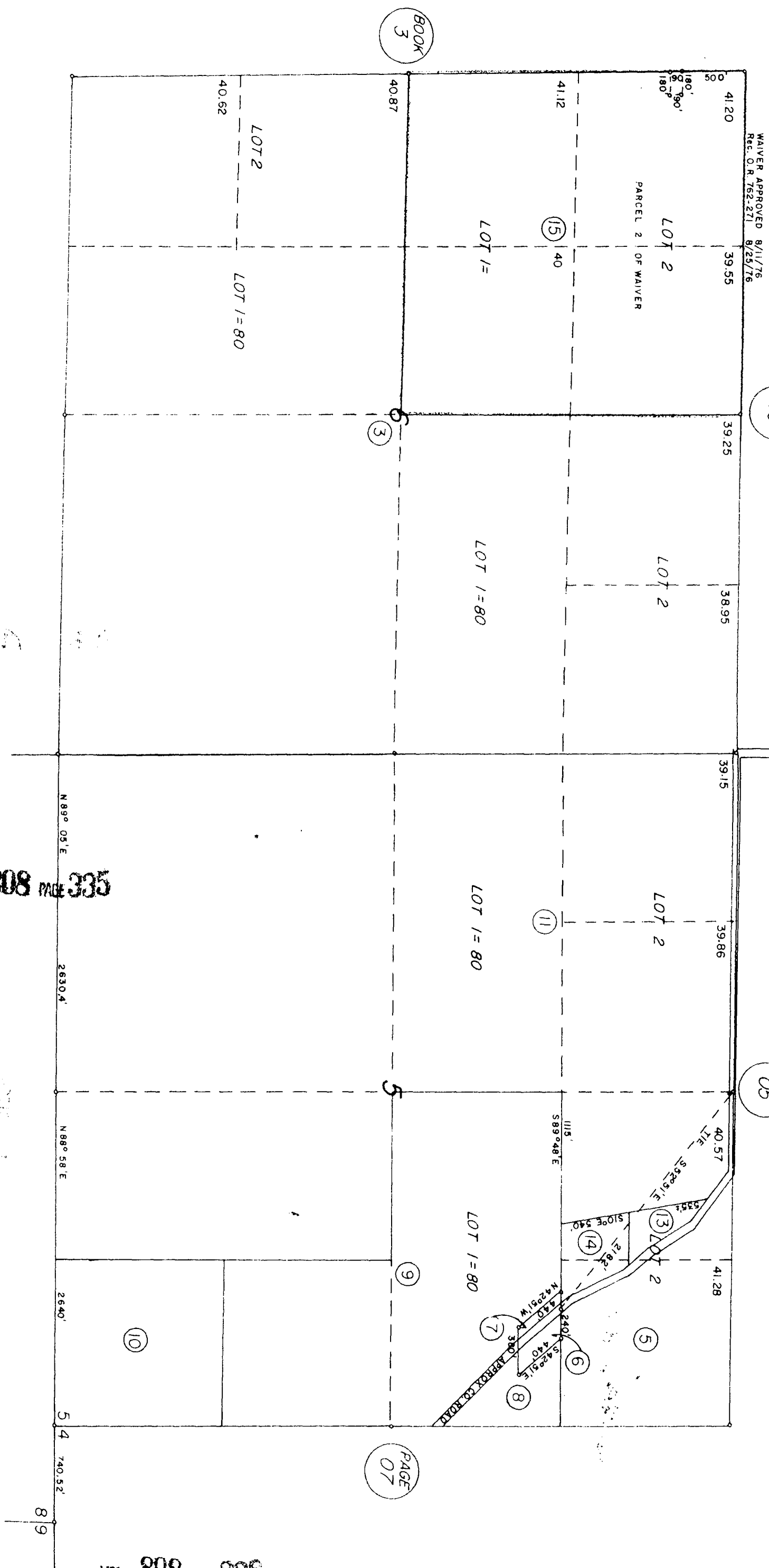
WAIVER APPROVED	8/11/76
Rec. O.R. 762-271	8/25/76

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45

PAGE

VOL. 808 PAGE 334

Exhibit E-1



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07

BOOI
3

RESOLUTION APPROVING NEW AGRICULTURAL
PRESERVE CONTRACTS IN AGRICULTURAL
PRESERVE ESTABLISHED BY RESOLUTION
NO. 39 , BOOK 8, ADOPTED
FEBRUARY 14, 1978

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County
of Siskiyou does hereby enter into Agricultural Preserve
Contracts (Williamson Contracts) with the following landowners
in the established Agricultural Preserves, said Agricultural
Preserves having been established by Resolution No. 39 ,
Book 8 , adopted on February 14, , 1978, and the Chairman
of the Siskiyou County Board of Supervisors is authorized to
sign said contracts on behalf of the County of Siskiyou, and
the Clerk is directed to record said contracts prior to March
1, 1978.

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 14th day of February ,
1978, by the following vote:

AYES: Supervisors McArdle, Hayden, Belcastro and Torrey.

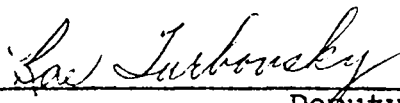
NOES: None.

ABSENT: None.


Chairman, Board of Supervisors

ATTEST:

NORMA PRICE, County Clerk

By 
Deputy

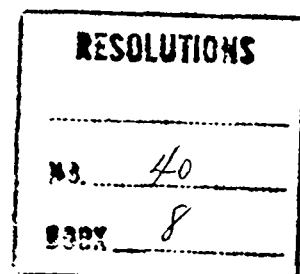
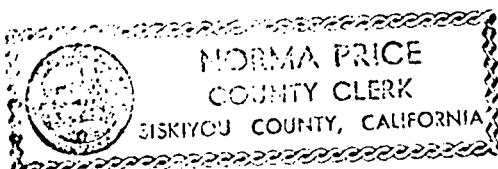


EXHIBIT "A"

ROSS PARK HOMES, INC.
2510 Stevens Creek Blvd.
San Jose, California 95128

20-040-080
20-050-020

BOOS, Paul N. and Margaret
Star Route
Montague, California 96064

4-060-150
4-060-250
4-070-080
4-070-110
4-070-130
4-070-170
4-070-190

BORTALAZZO, Victor & Ruth
P.O. Box 104
Grenada, California

12-26-201
12-27-151
12-27-221

BRAY, Eugene W. & Patricia C.
Rt. 1 Box 638
Montague, California 96064

13-250-500

BURTON, Edward S. & Emma S.
Rt. 1 Box 60
Ft. Jones, Ca. 96032

15-410-320
15-560-010
15-590-210
15-560-100
15-560-110
15-570-070

BUSCOMBE, William H.
P.O. Box 5
Gazelle, California 96034

22-220-200
22-250-310

CAVENER, Mary D.
Star Rt. Box 22
Macdoel, California

3-130-180

CLEMENT, Paul & Edward H.
Rt. 1 Box 631
Montague, California

13-250-430
13-260-230
13-260-390
13-260-410
13-260-050

CLEMENT, Paul & Edward & Albert
Rt. 1 Box 631
Montague, California

13-260-140
13-260-150
13-260-360
13-260-380

COOK, Cyril H. & June M.
Rt. 1 Box 610
Montague, California 96064

5-120-200
5-120-440
5-130-080
5-130-100

EVANS, Gail & Joan G.
Rt. 1 Box 58
Ft. Jones, California 96032

24-110-490

FIOCK, Everette C.
Box 395
Yreka, California 96097

13-100-030
13-110-200
13-110-210
13-120-120

FIOCK, Henry E. (Estate)
c/o Everette C. Fiock &
Mrs. Henry E. Fiock
Box 395
Yreka, California 96097

13-260-080 13-280-310
13-260-120 13-280-330
13-260-190 13-310-020
13-260-330 13-310-050
13-260-350 13-310-060
13-280-250

FLACK, Virgil L. & Barbara Jane
P.O. Box 728
464 Bel Air Drive
Weed, California 96094

22-400-010

FRANKLIN, Jesse & Bertha
Box 44
Grenada, California 96038

12-130-010

GOODE, Dale & Juanita S. Goode
Route 1 Box 55
Klamath Falls, Oregon 97601

3-410-460 3-440-300
3-410-690 3-440-330
3-410-700 3-440-340
3-410-490 3-440-180
3-440-290 3-420-200

HAGEDORN, Harvey
Rt. 1 Box 619
Montague, California 96064

5-37-1
5-37-8
5-36-3

HAYDEN, Frank J.
Star Route
Etna, California 96027

23-290-020
23-290-050
31-240-110

HAYDEN, Nerva M. & Gladys
Star Route
Etna, California 96027

23-030-060 23-400-050
23-030-330 23-410-090
23-030-370 23-410-100
23-030-090 23-410-060
23-030-110 31-210-020
23-030-340 31-210-050
23-030-350 31-230-020
23-040-240 31-240-270
23-040-250 31-240-310
23-070-370 31-240-430
23-070-380 31-240-480
23-070-390 31-240-490
23-450-070 31-240-500
23-460-030 31-240-510
23-210-070 31-240-520
23-220-030 31-240-530
23-220-020 31-240-540
23-260-050 31-240-550
23-270-070 31-250-020
23-280-070 31-250-040
23-290-040 31-250-200
23-290-070 31-250-330
23-290-080 31-250-340
23-290-030 31-560-030
23-310-010

Exhibit E-1

HOWIE, Jean S.
Rt. 1 Box 780
Yreka, California

12-080-070 12-290-020
12-080-090 12-300-010
12-090-020 12-330-030
12-090-050 12-330-040
12-090-090 12-340-020
12-090-110 12-350-010
12-100-020 12-350-020
12-100-050 12-360-030
12-110-010 12-390-030
12-110-020 14-330-060
12-290-010 22-390-040
12-100-070 12-380-040
13-330-110
13-360-010

HUFFORD, Kenneth J. & Barbara A.
Rt. 1 Box 548
Montague, California 96064

ITEN, Carl J. & Velma M.
P.O. Box 63
Grenada, California 96034

12-150-040 12-190-080
12-180-020 12-140-120

JOHNSON, George R.
Rt. 1 Box 102
Montague, California 96064

12-510-030

LAIRD, Robert M. & Alice J.
132 Belhaven Drive
Los Gatos, California 95030

002-270-030
002-270-050
002-290-040
2-400-010
2-330-080

MAYES, James W. & Mary Anne
P.O. Box 255
Dorris, California 96023

2-080-150

MONCHAMP CORPORATION
Clifford Monchamp
Rt. 1 Box 639
Montague, California 96064

13-330-080
13-330-180
13-330-220
13-340-140

MCCRACKEN, J.H. & Marjorie
P.O. Box 100
Gazelle, California 96034

22-300-030
22-300-040
22-300-070

OXLEY, Bruce & Carol
Star Route
Etna, California 96027

23-140-240
23-140-070
23-560-100
23-570-190
23-570-200
23-560-090

PARSONS, Lewis W.
ROBISON, Carroll
P.O. Box 99
Macdoel, California 96058

2-330-110
2-340-170
10-130-200
10-130-180

RAZO, Mary S.
OLIVOLO, John & Laura Jean
Rt. 1 Box 613
Montague, California 96064

5-120-190
5-130-090

ROOT, Mark T. & Beth L.
P.O. Box 28
Grenada, California 96038

12-160-030
12-030-040

Exhibit E-1

SELLSTROM, Thora c/o Thora Leoni P.O. Box 738 Yreka, California 96097	13-470-200
SELLSTROM, Maurine Rt. 1 Box 458 Montague, California 96064	13-420-070
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-281
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-211
SHARP, Chester L. & Linda J. Rt. 1 Box 1118 Grenada, California 96038	12-270-181
STEWART, Malcolm D. & Susan P.O. Box 90 Grenada, California 96038	12-180-030 12-190-100 12-170-060
STORY, Eva Box 442 Antioch, California 94509	28-310-040
Notices also to: Ed McCoach 2914 Shasta View Drive Redding, Ca. 96001	
SWENSON, Vernon L. & Leora Rt. 1 Box 197 Mt. Shasta, California 96067	29-120-270 29-120-280 29-120-290
WALKER, Robert Z. & Carolyn H. MAVIS, Geoffrey O. & Laurie Y. 1888 Century Park East, Suite 800 Los Angeles, California 90067	5-090-560 5-080-120 4-100-060
WHITSETT, Frank & Mildred E. 1200 Maple Street Yreka, California 96097	22-240-010 22-440-010 22-450-020 22-460-010 22-480-060 22-480-210
YORK, Dorman R. & Marita E. Rt. 1 Box 606 Montague, California 96064	5-130-120 5-130-060 5-120-150 5-160-020 5-370-100 5-380-150 5-160-391 5-160-401
YOUNG, Gladys T. Rural Route 1 Box 562 Etna, California 96027	23-030-260 23-030-240 23-030-250
JACKSON, John S. & Patricia J. Rt. 1, Box 640 Montague, CA 96064	13-330-010

93000986

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

JAN 28 3 43 PM '93

93000986

David W. Cludge

NO CHARGE

RECORDING REQUESTED BY:

When Recorded Mail To:

Pages 1 of 15 pages

PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on Jan. 12, 1993, 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 and 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 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 (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 received 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, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

COUNTY OF SISKIYOU)

On January 12, 1993, before me, Cindy Dieter, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Ivan Young, 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.

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

Dated: January 12, 1993

Deputy Cindy Dieter
Signature

(Seal)

Notice to the Owner shall be addressed as follows:

Robert A. Poole
1833 S. Hwy 3
Etna, Ca. 96027

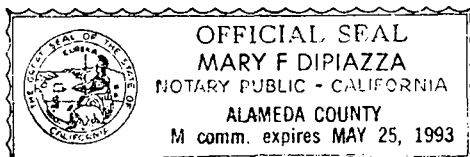
IN WITNESS WHEREOF the Owner and the County have
executed this Contract on the day first above written.

Robert A. Poole
Charlene L. Poole

OWNER

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On this 23RD day of JULY, 1992,
before me, MARY F. DIPIAZZA, a Notary
Public, in and for said ALAMEDA County, personally
appeared ROBERT A. POOLE AND CHARLENE L. POOLE
known to me to be the persons whose names ARE
subscribed to the within instrument, and acknowledged to me
that THEY executed the same.



Mary F. DiPiazza
Notary Public MARY F. DIPIAZZA

My Commission expires: 5-25-93

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

Clerk

Lawrence
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this _____ day of _____, 19____, before
me, _____ a Notary Public, in and for
said _____ County, personally appeared
_____ 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, a lienholder against the property owned by Robert A. Poole and Charlene L. Poole and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents that its lien on the property described be subordinated to this agreement.

DATED: This 23 day of September 19 92.

Roads S. Veale
Lienholder
Marilyn G. Veale

STATE OF CALIFORNIA)
) ss.
COUNTY OF Siskiyou)

On this 23 day of September 19 92,
before me, Julie Weisman a Notary Public
in and for said Siskiyou County, personally
appeared Roads S. Veale and Marilyn G. Veale known to me to be the
person s whose name s subscribed to the within instrument
and acknowledged to me that they executed the same.

Julie Weisman
Notary Public

My Commission Expires:

Oct 18, 1994

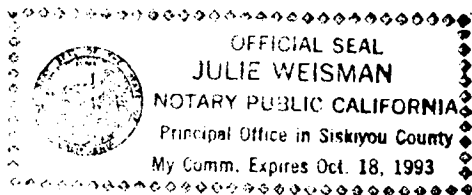


EXHIBIT "A"

List Assessor's Parcel Numbers below:

23 - 080 - 34023 - 080 - 24023 - 080 - 22023 - 080 - 21023 - 110 - 11023 - 080 - 350Total acres 650

Poole Family Trust
Agricultural Reserve
Scott Valley.

Pages 10 of 15 pages

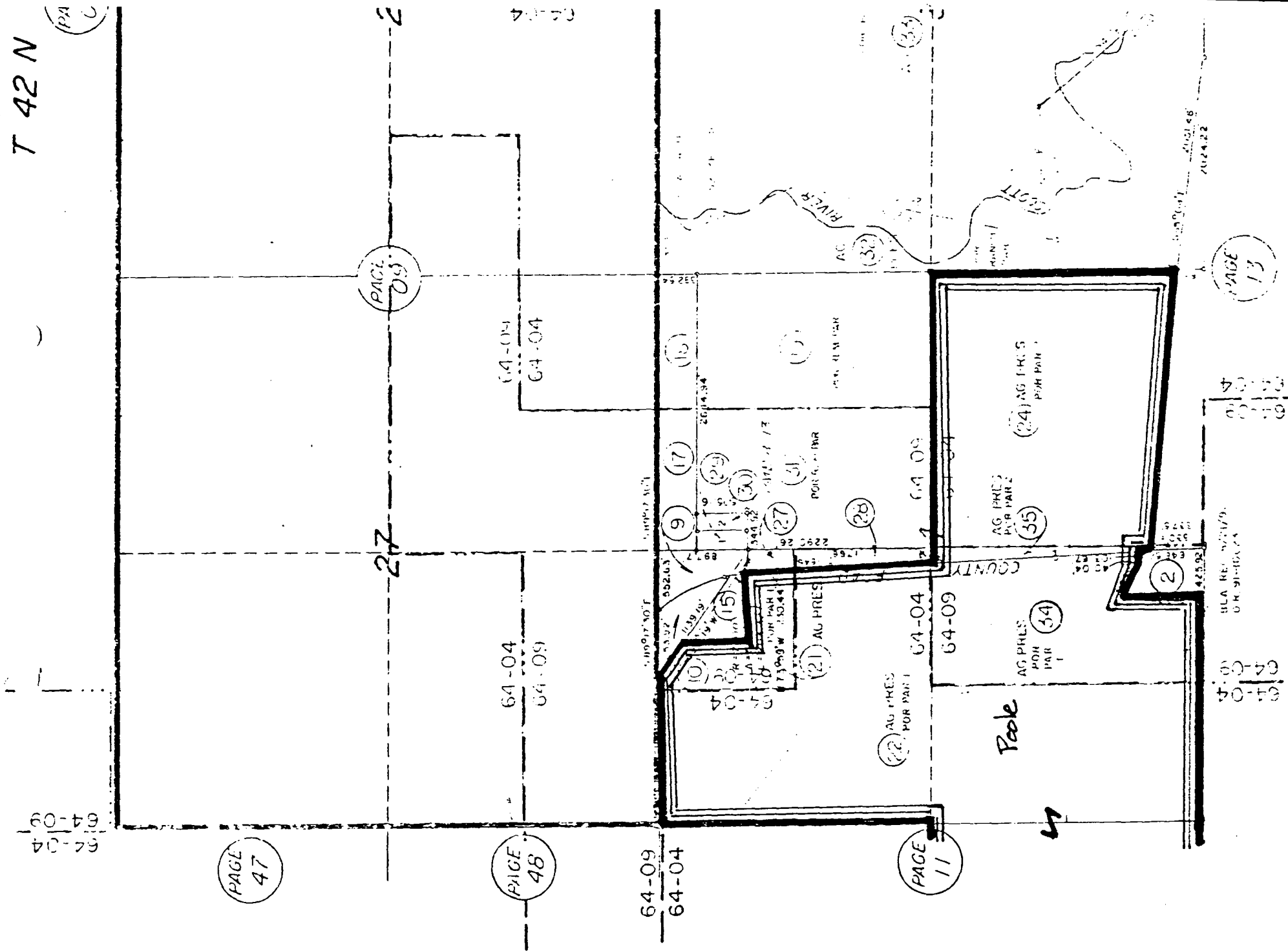


Exhibit F-1

93000985

Pode Family Trust
Agricultural Preserve AGP 92-04
Scott Valley

Pages 11 of 15 pages

R 9 W

Tax Area Code

23-11

PAGE 06

64-02

64-09

64-04

64-04

64-09



64-09
64-04

64-04
3-00

3-01

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3-01

29

29

PAGE 09

BOOK 56

PAGE 48

64-04
64-09

64-04

64-09

PAGE 50

R.S.B. 10 Pg. 39
COR. NO. 3
ETNA T.S.

64-04

N 89° 41' 40" E
1302.16'

64-09

64-04

BLA REC 1/14/86
O.R. 86000594

32

PAGE 51

PAGE 52

64-04

S 84° 37' 51" W 2741.32'

S 85° 00' 11" W 2627.85'

PAGE 15

Assessor's Map
County of Siskiyou, California

Exhibit F-1

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

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

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

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

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

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

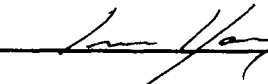
NOW, THEREFORE, BE IT RESOLVED, that all of that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as is fully set forth, which description and reference is to the present Assessor's parcel number and is accompanied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

The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 12th day of January 1993, by the following vote:

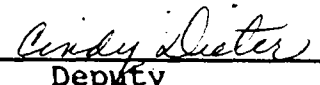
AYES: Supervisors Dutra, Thackeray, Young, Zwanziger and Giardino.

NOES: None.

ABSENT: None.


Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler
County Clerk

By: 
Deputy

SISKIYOU COUNTY
RESOLUTION

No. 93-17

EXHIBIT A

KRUM, WILLIAM P. AND NARDA R.	23-170-470
5932 Miners Creek Road	23-170-480
Etna, California 96027	23-170-490
	23-170-500
	23-170-741
 EPPLER, JERRY R. AND KAY J.	 24-060-350
10828 Oro Fino Road	24-060-650
Fort Jones, California 96032	
 LAUGHLIN FAMILY TRUST	 4-180-260
4504 Hovey Gulch Road	4-180-270
Montague, California 96064	4-180-280
	11-020-150
 POOLE FAMILY TRUST	 23-080-210
1833 S. Highway 3	23-080-220
Etna, California 96027	23-080-240
	23-080-340
	23-080-350
	23-110-110

RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED BY
RESOLUTION NO. 93-18 ADOPTED ON JANUARY 12, 1993

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 (William-
son Contracts) with the following landowners in the established
Agricultural preserves, said Agricultural Preserves having been
established by Resolution, adopted on January 12, 1993, and the
Chairman of the Siskiyou County Board of Supervisors is autho-
rized to sign said contracts on behalf of the County of Siskiyou,
and the Clerk is directed to record said contracts prior to March
1, 1993.

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

The foregoing resolution was passed and adopted this 12th
day of January 1993, by the following vote:

AYES: Supervisors Dutra, Thackeray, Young, Zwanziger and Giardino.

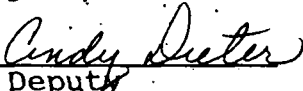
NOES: None.

ABSENT: None.



Chairman
Siskiyou County Board of Supervisors

ATTEST:
Lisa Chandler
County Clerk

By: 
Deputy

SISKIYOU COUNTY
RESOLUTION

No. 93-18

93000985

Pages 15 of 15 pages

EXHIBIT A

KRUM, WILLIAM P. AND NARDA R.	23-170-470
5932 Miners Creek Road	23-170-480
Etna, California 96027	23-170-490
	23-170-500
	23-170-741
 EPPLER, JERRY R. AND KAY J.	 24-060-350
10828 Oro Fino Road	24-060-650
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 LAUGHLIN FAMILY TRUST	 4-180-260
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Montague, California 96064	4-180-280
	11-020-150
 POOLE FAMILY TRUST	 23-080-210
1833 S. Highway 3	23-080-220
Etna, California 96027	23-080-240
	23-080-340
	23-080-350
	23-110-110

93000985

Pages 15 of 15 pages

EXHIBIT A

KRUM, WILLIAM P. AND NARDA R.	23-170-470
5932 Miners Creek Road	23-170-480
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	23-170-741
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10828 Oro Fino Road	24-060-650
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	11-020-150
 POOLE FAMILY TRUST	 23-080-210
1833 S. Highway 3	23-080-220
Etna, California 96027	23-080-240
	23-080-340
	23-080-350
	23-110-110