

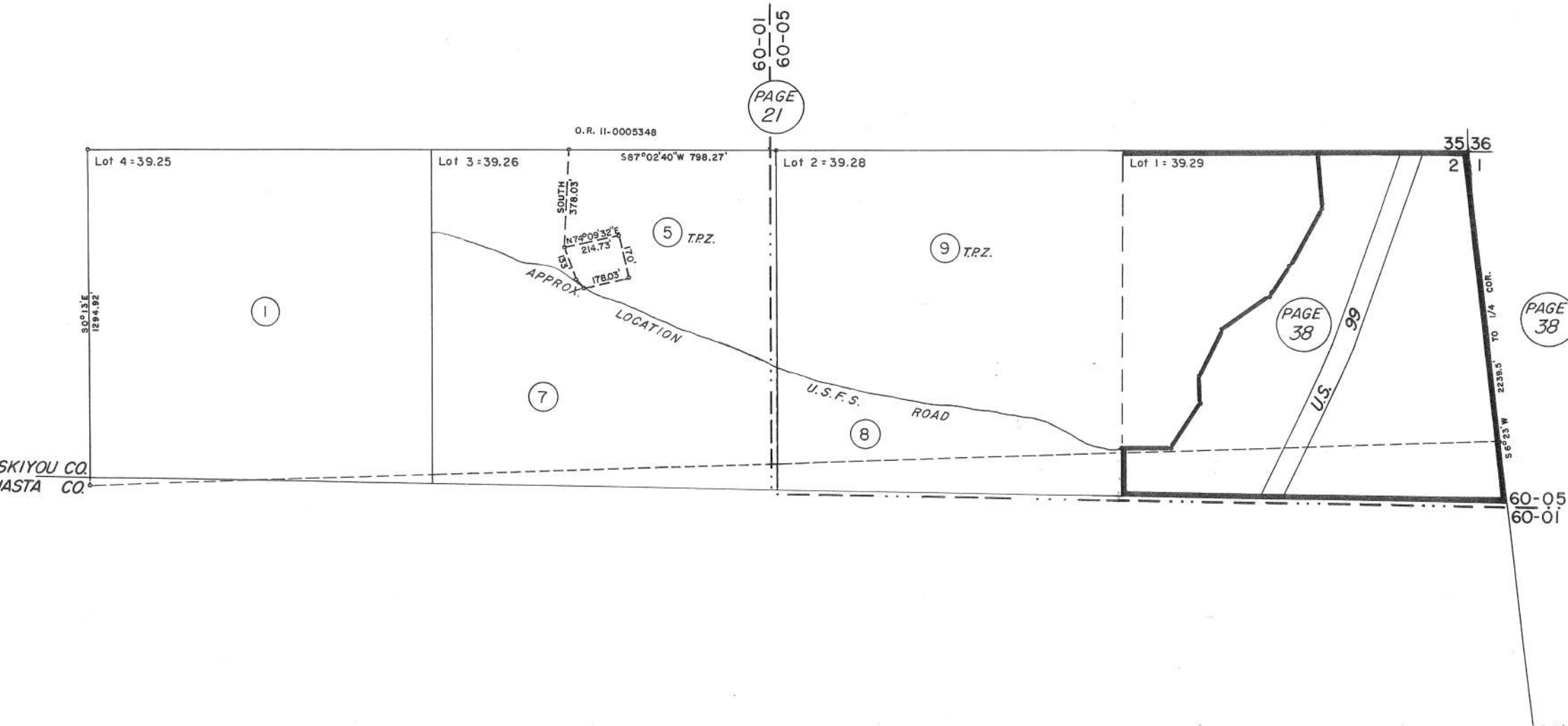
Attachment A-4 - Property Located in Dunsmuir California

Attachment A-4 – Property Located in Dunsmuir, CA

Located at: Dunsmuir, CA. APN Numbers: 030-320-080, 030-320-070, and 030-380-110

This property is currently being leased to the Railroad Park Resort for use. **The County is seeking an appraisal of the property.** Additional information provided below.

Sec. 2 T38N R4W
North of County Line



ASSESSOR'S CADASTRAL MAP

- 1 THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

1. THIS MAP WAS PREPARED FOR Attachment A-1 Property Located in Dunsmuir California
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

NW 1/4 of NW 1/4 Sec. 1 & NE 1/4 of NE 1/4 of Sec. 2 T38N R4W M.D.M.

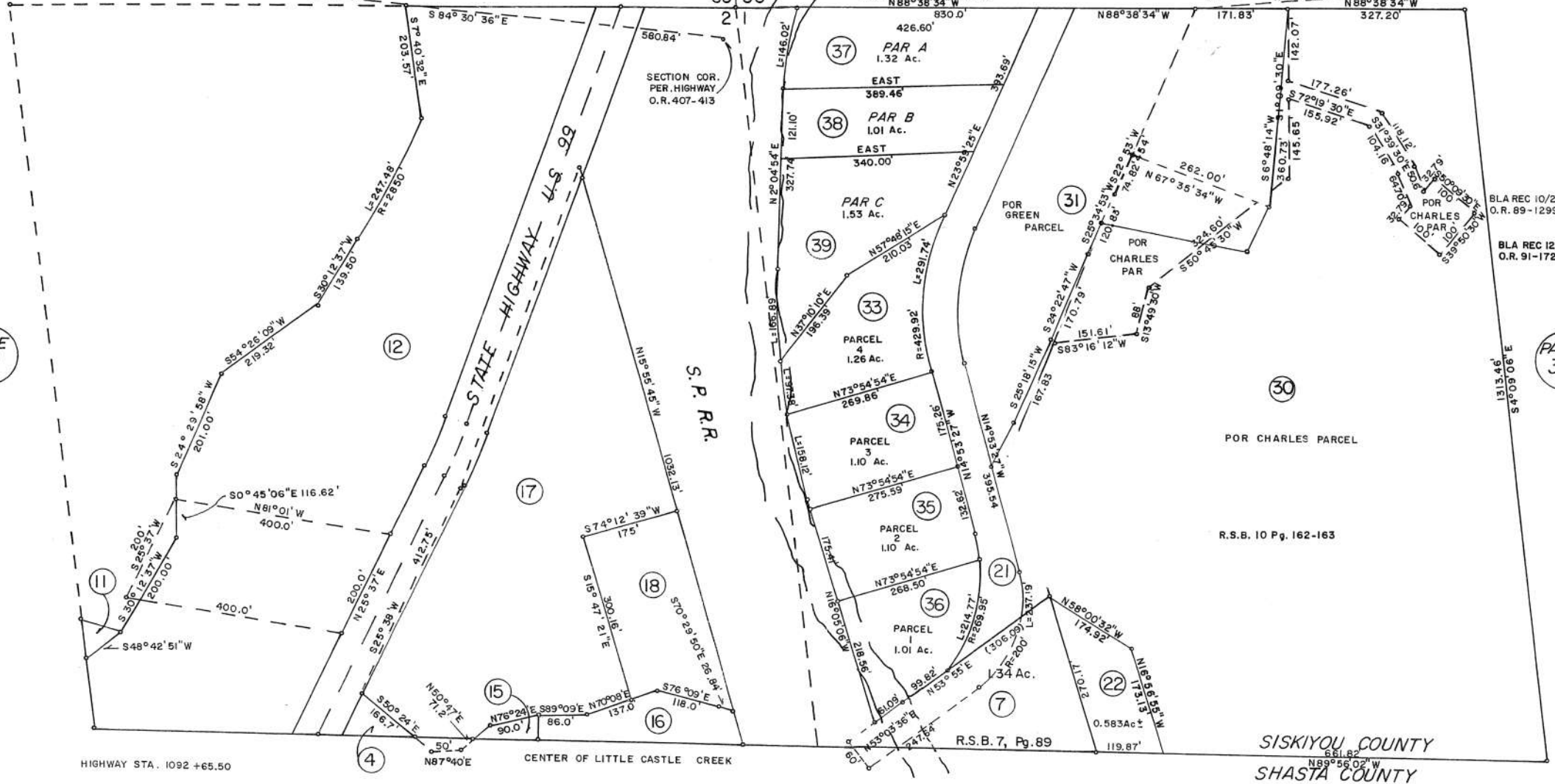
PAGE 21

PAGE 31

North Line Sec. 2 Per Hwy. O.R. 407-413

P.M.B. 8-153
 P.M.B. 12-146
 R.S.B. 10-126
 P.M.B. 13-130

WAIVER APPROVED
 REC. O.R. 819-189, 5/18/78
 N88°38'34"W



PAGE 32

PAGE 33

HIGHWAY STA. 1092 +65.50

CENTER OF LITTLE CASTLE CREEK

SISKIYOU COUNTY
 SHASTA COUNTY

RSB 17-23

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree and represent as follows:

I.

TERM

The term of the Lease commenced on April 23, 1968 and expires on April 22, 2042, with the two options to extend for thirteen years each, on the terms set forth in the Lease

II.

LEASE TERMS

The terms of the Lease are set forth in the Lease documents as described above, which are binding on the parties and enforceable according to their terms.

III.

ENCUMBRANCES

The Lease contains provisions which allow the Lessee to encumber the leasehold with a leasehold mortgage or deed of trust. In addition, the Lease contains provisions whereby a leasehold lender may obtain a new lease in the event the lease is cancelled, including any cancellation by any bankruptcy court. Lessor agrees to allow Lessee to obtain a loan for financing the purchase of the leasehold secured by a leasehold deed of trust. Lessee has agreed to give the beneficiary under any leasehold deed of trust notice of any default by Lessee under the Lease and the right to cure this default within certain periods after written notice to the beneficiary. Lessor also agrees to recognize the purchaser of the leasehold interest at the foreclosure sale as the Lessee under the Lease, whether this purchaser is the beneficiary under the leasehold deed of trust or a third party

IV

SUCCESSORS AND ASSIGNS

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

[text continued on following page]

This Memorandum of Lease is to provide notice of the Lease. Reference is made to the terms of the written Lease for the specifics.

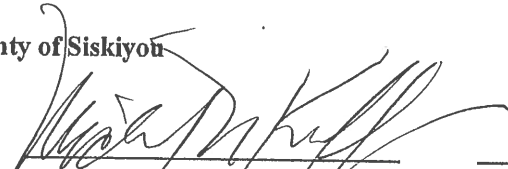
EXECUTED AS OF THE DATE SET FORTH ABOVE

LESSOR

LESSEE

County of Siskiyou

By:


SISKIYOU CO. BOARD CHAIR
Title

Delberta M. Murphy, Surviving Trustee Of The
William T. And Delberta M. Murphy 1991
Family Trust

By:

Title

This Memorandum of Lease is to provide notice of the Lease. Reference is made to the terms of the written Lease for the specifics.

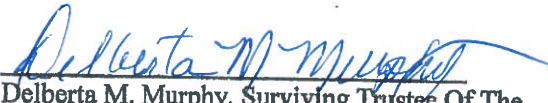
EXECUTED AS OF THE DATE SET FORTH ABOVE

LESSOR

LESSEE

County of Siskiyou

By: _____


Delberta M. Murphy, Surviving Trustee Of The
William T. And Delberta M. Murphy 1991
Family Trust

Title

By: _____

Title

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Siskiyou

On 2/8/2017 before me, Liane L. Platt, notary public
(insert name and title of the officer)

personally appeared Michael N. Kobseff, Siskiyou Co. Board Chair
[title]

and _____
[title]

of the County of Siskiyou, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Notary Public

[Seal]



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Siskiyou

On 2-9-17 before me, Delbert M. Murphy, Trustee
(insert name and title of the officer)

personally appeared Delberta M. Murphy, Surviving Trustee of the William T. and Delberta M. Murphy 1991 Family Trust, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Kimberly F. Booth*
Notary Public

[Seal]



EXHIBIT "A"

LEGAL DESCRIPTION

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

All those portion of the North half of the Northeast quarter, of the Southwest quarter of the Northeast quarter of the North half of the Southeast quarter of the Northeast quarter and of the Northeast quarter of the Northwest quarter of Section 2, Township 38 North, Range 4 West M.D.M., as conveyed to the State of California by deed recorded January 10, 1958, in Book 554 at page 406 Official Records of Shasta County, California and by deed recorded January 7, 1958, in Book 397 at page 508, Official Records of Siskiyou County, California, lying southerly from the existing U.S. Forest Service Road, as described in the deed to Ralph L. Smith Lumber Company, recorded July 18, 1958, in Book 407 at page 413, Official Records of Siskiyou County, and westerly of the following described line:

Beginning at the Southerly terminus of that certain course described as "S 0°45'06" E, 116.62 feet", as described in the deed to Ralph L. Smith Lumber Company, hereinbefore referred to, from which point Engineer's Station "A" 4+00.00 P.O.T., of the State Department of Public Works 1956 Survey between South County Boundary and Sacramento River, Road II-Sls-3-A, bears S 59°47'23" E, 160.00 feet;

Thence, S 30°12'37" W, 200.00 feet;

Thence S 48°42'51" W, 380 feet, more or less, to the line between Shasta County and Siskiyou County;

Thence, continuing S 48°42'51" W, 565 feet, more or less, for a total distance along this course of 945.28 feet;

Thence S 34°58'28" W, for a distance of 490 feet, more or less, to the North line of the lands conveyed to Edgar P. Johnson, et ux, by deed recorded July 9, 1947, in Book 275 at page 334, Official Records of Shasta County, California.

EXCEPTING THEREFROM, all right, title and interest conveyed by that certain relinquishment to Shasta County, recorded July 7, 1961, in Book 672 at page 282, Official Records of Shasta County, California.

EXCEPTING AND RESERVING unto the State of California any and all rights of ingress to or egress from the land herein conveyed, over and across the easterly line thereof.

It is the purpose of the foregoing EXCEPTION AND RESERVATION to provide that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same abuts upon a public way and upon a State Highway, with access only to the State Highway being restricted.

APN: 030-320-080 and 030-320-070 and 030-380-110

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Shasta, Unincorporated Area, described as follows:

All those portion of the North half of the Northeast quarter, of the Southwest quarter of the Northeast quarter of the North half of the Southeast quarter of the Northeast quarter and of the Northeast quarter of the Northwest quarter of Section 2, Township 38 North, Range 4 West M.D.M., as conveyed to the State of California by deed recorded January 10, 1958, in Book 554 at page 406 Official Records of Shasta County, California and by deed recorded January 7, 1958, in Book 397 at page 508, Official Records of Siskiyou County, California, lying southerly from the existing U.S. Forest Service Road, as described in the deed to Ralph L. Smith Lumber Company, recorded July 18, 1958, in Book 407 at page 413, Official Records of Siskiyou County, and westerly of the following described line:

Beginning at the Southerly terminus of that certain course described as "S 0°45'06" E, 116.62 feet", as described in the deed to Ralph L. Smith Lumber Company, hereinbefore referred to, from which point Engineer's Station "A" 4+00.00 P.O.T., of the State Department of Public Works 1956 Survey between South County Boundary and Sacramento River, Road II-516-3-A, bears S 59°47'23" E, 160.00 feet;

Thence, S 30°12'37" W, 200.00 feet;

Thence S 48°42'51" W, 380 feet, more or less, to the line between Shasta County and Siskiyou County;

Thence, continuing S 48°42'51" W, 565 feet, more or less, for a total distance along this course of 945.28 feet;

Thence S 34°58'28" W, for a distance of 490 feet, more or less, to the North line of the lands conveyed to Edgar P. Johnson, et ux, by deed recorded July 9, 1947, in Book 275 at page 334, Official Records of Shasta County, California.

EXCEPTING THEREFROM, all right, title and interest conveyed by that certain relinquishment to Shasta County, recorded July 7, 1961, in Book 672 at page 282, Official Records of Shasta County, California.

EXCEPTING AND RESERVING unto the State of California any and all rights of ingress to or egress from the land herein conveyed, over and across the easterly line thereof.

It is the purpose of the foregoing EXCEPTION AND RESERVATION to provide that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same abuts upon a public way and upon a State Highway, with access only to the State Highway being restricted.

APN: 014-940-020

STATE OF CALIFORNIA, COUNTY OF SISKIYOU

BOARD OF SUPERVISORS MINUTES, DECEMBER 13, 2016

The Honorable Board of Supervisors of Siskiyou County, California, met in regular session this 13th day of December 2016; there being present Supervisors Grace Bennett, Brandon Criss, Michael N. Kobseff, Ed Valenzuela and Ray A. Haupt, County Administrator Terry Barber, Interim County Counsel James M. Underwood and County Clerk and ex-Officio Clerk of the Board of Supervisors Colleen Setzer by Deputy County Clerk Wendy Winningham.

The meeting was called to order by Chair Bennett. Pursuant to AB23, the Clerk announced that the Board members receive no additional compensation for sitting as members of the County Service Area #4. Deputy County Clerk Wendy Winningham led in the salute to the flag of the United States of America.

CLOSED SESSION - Conference with labor negotiators pursuant to Government Code §54957.6, conference with legal counsel, anticipated litigation pursuant to Government Code §54956.9, significant exposure to litigation pursuant to Government Code §54956.9(d)(2), two cases, conference with legal counsel, existing litigation pursuant to Government Code §54956.9(d)(1), four cases, conference with real property negotiators pursuant to Government Code §54956.8, commenced at 8:30a.m., concluded at 10:10a.m., with action taken.

REPORT ON CLOSED SESSION

Interim County Counsel James M. Underwood advised that closed session concluded at 10:10a.m., with the following reportable action taken:

With regard to item 2I, Conference with real property negotiators pursuant to Government Code §54956.8, property description: Lease of County property to Railroad Park, 100 Railroad Park Road, Dunsmuir, CA, agency negotiator: Terry Barber, negotiating parties: Leasee, instructions to negotiator will concern both price and terms of payment, it was moved by Supervisor Valenzuela, seconded by Supervisor Kobseff and unanimously carried to authorize the County Administrative Officer to finalize documents to proceed with assignment of the lease and authorize the Board Chair to sign subject to County Counsel review.

INVOCATION – Supervisor Kobseff provided the invocation.

CONSENT AGENDA – Approved.

It was moved by Supervisor Kobseff, seconded by Supervisor Haupt and unanimously carried, that the following consent agenda is approved, and the Chair and/or clerk authorized to execute/record any necessary documents:

AUDITOR-CONTROLLER

Approve the Certification of Maintenance of Effort for Proposition 172 Public Safety funding for the 2015/2016 fiscal year and authorize the Auditor-Controller to sign the certification.

COUNTY LIBRARY

Authorize the County Librarian to fill out and submit claim form to the NorthNet Library Consortium to receive \$5,649.92 and accept \$5,649.92 as revenue into Contributions from Others and authorize the Auditor to execute budget transfers and increase budget in 1001-602010-723000 line item by the corresponding \$5,649.92.

Continued.....