

**Recording Requested By:**  
Siskiyou County Board of Supervisors

**When Recorded Return To:**  
Siskiyou County Clerk  
311 Fourth Street, Room 201  
Yreka, CA 96097

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Land Conservation Contract No. APA-21-02-B  
(Menne Family Partners, L.P., Resultant Parcel B of BLA-21-31 and APN 014-100-100)  
**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 Preserves established by COUNTY on February 8, 1973 and March 6, 2018; and

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

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

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

**Land Conservation Contract No. APA-21-02-B  
(Menne Family Partners, L.P., Resultant Parcel B and APN 014-100-100)**

**This Land Conservation Contract, Made And Executed This** \_\_\_ day of \_\_\_\_\_, 2022, by and between Menne Family Partners, L.P., hereinafter referred to as the "OWNER", and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", hereby agree as follows:

**New Land Conservation Contract**

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

**Section 2. Term.** This Contract shall take effect on January 1, 2023, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

**Section 6. Police Power.** Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or re-adoption or

amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000, et seq., Government Code) or otherwise.

**Section 7. Eminent Domain.**

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

(b) Except as provided in Subdivision (d) of this Section 7, when such an action to condemn or 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: (a) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County), or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this contract, and in the event of the filing of any such action in eminent domain or acquisition, this Contract shall not be considered in the valuation process.

**Section 8. No Payment by the County.** The OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the OWNER as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

**Section 9. Termination of Contract by the County.** This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds,

amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. COUNTY may exercise its option to declare the Contract null and void by delivering notice to the OWNER or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the OWNER may apply for a new Land Conservation Contract as otherwise may be provided by law.

**Section 10. Cancellation.**

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

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

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

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

**Section 11. Distribution of Deferred Taxes.** On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

**Section 12. Division of Land - New Contracts.** In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.

**Section 13. Division of Land - Minimum Size Parcels.** The OWNER shall not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

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

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

**Section 15. Removal of Land from Preserve.** Removal of any land under this Contract from an Agricultural Preserve either by change of boundaries of the Preserve or disestablishment of the Preserve shall be the equivalent of a Notice of Non-Renewal by the County.

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

**Section 17. Owner to Provide Information.** The OWNER, upon request of the County, shall provide information relating to the OWNER's obligations under this Contract.

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

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

Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors  
County of Siskiyou  
311 Fourth Street, Room 201  
Yreka, CA 96097

Notice to the OWNER shall be addressed as follows:

Menne Family Partners, L.P.  
4421 Pruett Drive  
Yreka, CA 96097

In Witness Whereof the OWNER and the County have executed this Contract on the day first above written:

OWNER:

Existing APN: 014-100-100, 014-130-370, 014-130-390, 014-130-490 (portion), 014-361-380, 014-361-460 (portion) and 014-361-470

Menne Family Partners, L.P.

By:   
\_\_\_\_\_  
Tom Menne, Menne Family Partners, L.P.

**Place Notary Certificate Here**

\_\_\_\_\_  
Attest: County of Siskiyou, Board of Supervisors

\_\_\_\_\_  
Clerk Brandon A. Criss, Chair

## ACKNOWLEDGMENT

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

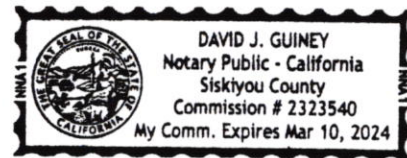
On May 17, before me, David J Guiney/Notary Public  
(insert name and title of the officer)

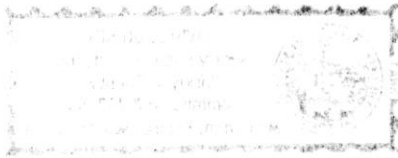
personally appeared Thomas Menne,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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







**Exhibit "A"**  
**Land Conservation Contract APA-21-02-B**  
**(Menne Family Partners, L.P., Resultant Parcel B and APN 014-100-100)**  
**Assessor's Parcel Numbers and Contract Numbers Before Rescission**

Assessor's Parcels Numbers and Pre-rescission Contract Numbers listed below:

<b>Assessor's Parcel Number</b>	<b>Assessor Contract Number</b>	<b>Clerk Contract Number</b>	<b>Recordation Number</b>	<b>Acreage</b>
014-100-100	73004	167	Volume 682, Page 600	0.5
014-130-490	73004	167	Volume 682, Page 600	207.89
014-361-380	73004	167	Volume 682, Page 600	25.5
014-361-460	73004	167	Volume 682, Page 600	80
014-361-470	73004	167	Volume 682, Page 600	10.5
014-130-370	16001A	APA-16-01-A	Doc 2019-0004438	71.3
014-130-390	16001A	APA-16-01-A	Doc 2019-0004438	34.4

All of the above Assessor's Parcel Numbers consisting of approximately 378.9 acres are included in this new contract, except for a ± 52-acre portion of Assessor's Parcel Numbers 014-361-460 and 014-130-490 pursuant to the Boundary Line Adjustment project BLA-21-31.

A map of the land to be placed under this contract is also included as part of Exhibit "A".

**Exhibit "B"**  
**Land Conservation Contract APA-21-02-B**  
**(Menne Family Partners, L.P., Resultant Parcel B and APN 014-100-100)**  
**Legal Description of Property to be Included**

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

**Resultant Parcel B:**

A parcel of land located in Section 30 and the Southwest Quarter of Section 29, Township 44 North, Range 9 West, Mount Diablo Base and Meridian, State of California, County of Siskiyou, described as follows:

All of PARCEL II and that portion of PARCEL I as described in grant deed to Menne Family Partners, L.P., recorded April 5, 1999 as Instrument Number 1999040503888 in the office of the Siskiyou County Recorder, located southerly and easterly of the following described division line;

Commencing at the 1925 General Land Office brass cap marking the quarter-section corner of said Section 30 and Section 25, Township 44 North, Range 10 West; thence, along the westerly line of said Section 30, South 3° 08' 00" East, a distance of 1015.47 feet to the **TRUE POINT OF BEGINNING** of this division line;

thence, leaving said line, North 86° 52' 03" East, a distance of 19.59 feet to the point of curvature of a non-tangent curve, concave to the southeast, having a radius of 80.67 feet, a central angle of 51° 12' 07", and from which the radius point bears South 50° 25' 59" East;

thence northeasterly along said curve, a distance of 72.09 feet;

thence South 89° 13' 22" East, a distance of 410.71 feet;

thence South 89° 14' 11" East, a distance of 94.00 feet;

thence North 77° 00' 34" East, a distance of 91.52 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 275.00 feet and a central angle of 40° 04' 50";

thence northeasterly along said curve, a distance of 192.37 feet;

thence North 36° 55' 44" East, a distance of 139.77 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 241.00 feet and a central angle of 19° 27' 52";

thence northeasterly along said curve, a distance of 81.87 feet;

thence North 17° 27' 52" East, a distance of 276.69 feet;

thence North 27° 20' 03" East, a distance of 194.57 feet;

thence North 34° 42' 04" East, a distance of 111.99 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 47.83 feet and a central angle of 62° 10' 47";

thence northeasterly along said curve, a distance of 51.91 feet;

thence South 83° 07' 09" East, a distance of 43.94 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 274.56 feet and a central angle of 63° 00' 30";

thence northeasterly along said curve, a distance of 301.93 feet;

thence North 33° 52' 21" East, a distance of 135.73 feet; thence North 34° 15' 02" East, a distance of 176.45 feet;

thence North 37° 23' 07" East, a distance of 64.38 feet;

thence North 50° 58' 10" East, a distance of 83.07 feet;

thence North 67° 52' 48" East, a distance of 152.02 feet;

thence North 63° 29' 50" East, a distance of 224.46 feet;

thence North 60° 14' 14" East, a distance of 193.84 feet;

thence North 54° 16' 09" East, a distance of 133.54 feet;

thence North 39° 37' 50" East, a distance of 72.95 feet;

thence North 25° 21' 24" East, a distance of 77.83 feet;

thence North 12° 10' 17" East, a distance of 94.62 feet;

thence North 21° 17' 49" East, a distance of 80.41 feet;

thence North 46° 44' 10" East, a distance of 134.92 feet;

thence North 19° 38' 17" East, a distance of 73.30 feet;

thence North 6° 24' 28" East, a distance of 60.85 feet;

thence North 19° 08' 27" East, a distance of 160.91 feet, more or less, to a point on the north line of the Southeast Quarter of the Northwest Quarter of said Section 30, said point being the **TERMINUS** of this division line.

Bearings for this description are based on the survey by Gregg Neitsch, PLS, for Tom Menne dated February 2022.

**SUBJECT TO** a variable width non-exclusive easement for ingress, egress, and public utilities located in the North Half of Section 30, Township 44 North, Range 9 West, Mount Diablo Base and Meridian, State of California, County of Siskiyou, described as follows:

**BEGINNING** at a 3/4" inside diameter galvanized iron pipe with tag "RCE 7257" marking a point on the easterly line of Parcel I, as shown on that certain map recorded January 20, 1977 in the office of the Siskiyou County Recorder in Book 4 of Parcel Maps, page 161;

thence, along said easterly boundary, North 0° 05' 03" East, a distance of 12.33 feet (RECORD = NORTH 10.25'), to a point on the southerly right-of-way line of Scott River Road (County Road Number 7F01);

thence, along said right-of-way line, South 78° 04' 06" East, a distance of 195.93 feet;

thence, leaving said right-of-way South 53° 39' 58" West, a distance of 56.16 feet;

thence South 49° 21' 10" West, a distance of 59.90 feet;

thence South 41° 11' 35" West, a distance of 67.87 feet;

thence South 28° 40' 29" West, a distance of 66.77 feet;

thence South 48° 51' 31" West, a distance of 122.82 feet;

thence South 32° 03' 16" West, a distance of 36.65 feet;

thence South 13° 16' 53" West, a distance of 143.74 feet;

thence South 6° 30' 51" West, a distance of 107.65 feet;

thence South 7° 13' 09" West, a distance of 117.95 feet;

thence South 6° 38' 02" West, a distance of 116.86 feet;

thence South 2° 34' 30" East, a distance of 165.99 feet;

thence South 68° 59' 37" West, a distance of 75.49 feet, to a point on the westerly boundary of Parcel B per Siskiyou County Boundary Line Adjustment BLA2131;

thence, along said boundary the following five courses:

1. North 19° 08' 27" East, a distance of 60.00 feet to the north line of the Southeast Quarter of the Northeast Quarter of said Section 30;
2. along said north line, North 89° 34' 24" East, a distance of 19.46 feet to the center-north sixteenth corner of said Section 30;
3. along the north-south centerline of said Section 30, North 2° 35' 04" West, a distance of 791.69 feet to a point on the south line of Parcel II of said map;

4. along said south line, South 78° 22' 35" East, a distance of 42.58 feet to the southeast corner of said Parcel II;
5. along the south line of Parcel I of said map, South 78° 14' 12" East, a distance of 182.63 feet to the southeast corner of said Parcel I;
6. along the east line of said Parcel I, North 0° 05' 03" East, a distance of 192.92 feet to the point of beginning and the **TERMINUS** of this description.

Bearings for this description are based on the survey by Gregg Neitsch, PLS, for Tom Menne dated February 2022.

**ALSO SUBJECT TO** a fifteen (15) feet wide easement for installation, replacement, and upkeep of a well, waterline, and power facilities located in the Southwest Quarter of Section 30, Township 44 North, Range 9 West, Mount Diablo Base and Meridian, State of California, County of Siskiyou, the sidelines being described as follows:

Commencing at the 1925 General Land Office brass cap marking the quarter-section corner of said Section 30 and Section 25, Township 44 North, Range 10 West; thence, along the westerly line of said Section 30, South 3° 08' 00" East, a distance of 1015.47 feet to the **TRUE POINT OF BEGINNING** of this description;

thence, leaving said line, North 86° 52' 03" East, a distance of 14.99 feet;

thence South 3° 08' 00" East, a distance of 852.47 feet;

thence South 40° 21' 05" East, a distance of 31.94 feet;

thence North 57° 49' 11" East, a distance of 64.15 feet;

thence South 32° 10' 49" East, a distance of 15.00 feet;

thence South 57° 49' 11" West, a distance of 77.15 feet;

thence North 40° 21' 05" West, a distance of 49.95 feet;

thence North 3° 08' 00" West, a distance of 857.52 feet to the **True Point of Beginning** and the **TERMINUS** of this description.

Bearings for this description are based on the survey by Gregg Neitsch, PLS, for Tom Menne dated February 2022.

**ALSO SUBJECT TO** a thirty (30) feet wide strip of land, being an easement for ingress and egress along an existing dirt / graveled road, located in Section 30, Township 44 North, Range 9 West, Mount Diablo Base and Meridian, State of California, County of Siskiyou, the centerline of said strip described as follows:

Commencing at the 1925 General Land Office brass cap marking the quarter-section corner of said Section 30 and Section 25, Township 44 North, Range 10 West; thence

South 5° 04' 17" East, a distance of 1891.86 feet; to the **TRUE POINT OF BEGINNING** of this description;

thence North 89° 07' 42" East, a distance of 55.15 feet;  
thence South 79° 23' 40" East, a distance of 110.47 feet;  
thence South 55° 18' 09" East, a distance of 44.72 feet;  
thence South 37° 53' 16" East, a distance of 70.04 feet;  
thence South 51° 22' 56" East, a distance of 96.90 feet;  
thence South 56° 46' 21" East, a distance of 91.76 feet;  
thence South 74° 38' 48" East, a distance of 80.71 feet;  
thence North 83° 27' 16" East, a distance of 152.63 feet;  
thence North 79° 19' 16" East, a distance of 206.84 feet;  
thence South 88° 00' 36" East, a distance of 91.62 feet;  
thence South 72° 21' 25" East, a distance of 75.97 feet;  
thence South 64° 28' 13" East, a distance of 146.65 feet;  
thence South 79° 23' 48" East, a distance of 85.80 feet;  
thence North 82° 55' 03" East, a distance of 82.52 feet;  
thence North 87° 28' 51" East, a distance of 121.36 feet;  
thence South 89° 21' 11" East, a distance of 167.80 feet;  
thence North 79° 07' 08" East, a distance of 103.83 feet;  
thence North 70° 07' 06" East, a distance of 77.45 feet;  
thence North 64° 55' 42" East, a distance of 154.59 feet;  
thence North 64° 01' 43" East, a distance of 149.89 feet;  
thence North 73° 25' 16" East, a distance of 170.88 feet;  
thence North 69° 31' 32" East, a distance of 338.42 feet;  
thence North 65° 18' 24" East, a distance of 137.04 feet;  
thence North 87° 01' 29" East, a distance of 59.78 feet;  
thence South 88° 01' 16" East, a distance of 142.50 feet;  
thence North 87° 59' 55" East, a distance of 134.47 feet;  
thence North 80° 31' 09" East, a distance of 86.33 feet;  
thence North 69° 31' 35" East, a distance of 85.79 feet;  
thence North 58° 45' 44" East, a distance of 69.43 feet;  
thence North 54° 50' 26" East, a distance of 250.81 feet;  
thence North 47° 03' 38" East, a distance of 62.42 feet;  
thence North 34° 56' 45" East, a distance of 65.93 feet;  
thence North 27° 31' 50" East, a distance of 58.69 feet;  
thence North 24° 50' 26" East, a distance of 253.02 feet;  
thence North 24° 58' 08" East, a distance of 421.02 feet;  
thence North 25° 13' 42" East, a distance of 424.96 feet;  
thence North 23° 41' 05" East, a distance of 423.09 feet;  
thence North 22° 52' 29" East, a distance of 61.39 feet;  
thence North 10° 11' 32" West, a distance of 39.26 feet;  
thence North 45° 38' 30" West, a distance of 42.03 feet;  
thence North 65° 41' 16" West, a distance of 26.93 feet;  
thence North 68° 48' 38" West, a distance of 161.95 feet;  
thence North 47° 31' 45" West, a distance of 64.01 feet;  
thence North 13° 27' 08" West, a distance of 64.13 feet;

thence North 4° 35' 48" East, a distance of 66.36 feet;  
thence North 11° 50' 34" East, a distance of 77.68 feet;  
thence North 21° 06' 52" East, a distance of 157.96 feet;  
thence North 18° 26' 28" East, a distance of 161.33 feet;  
thence North 23° 54' 11" East, a distance of 114.08 feet;  
thence North 31° 42' 09" East, a distance of 54.08 feet;  
thence North 34° 17' 03" East, a distance of 141.22 feet;  
thence North 27° 03' 40" East, a distance of 70.86 feet;  
thence North 12° 59' 29" East, a distance of 95.62 feet;  
thence North 1° 20' 48" East, a distance of 58.12 feet;  
thence North 1° 21' 05" West, a distance of 724 feet, more or less, to the southerly line  
of the Scott River Road right-of-way (County Road Number 7F01), said point being the  
**TERMINUS** of this description.

Bearings for this description are based on the survey by Gregg Neitsch, PLS, for Tom Menne dated February 2022.

**APN 014-100-100:**

That certain spring as conveyed to Manuel A. Johnson, et ux., recorded January 24, 1958, in Volume 398 O.R., page 569, situate on the following described real property: Commencing at the center of the Northeast ¼ of Section 30, Township 44 North, Range 9 West, M.D.B.&M.; thence North 585 feet, more or less, to center of County Roadk; thence North 55° West, 1890 feet to a double pine tree, one trunk of which is about 8 inches in diameter, marked with 2 horizontal blazes, one below the other, and the other trunk of which is about 12 inches in diameter, marked with two perpendicular blazes parallel, being the true point of beginning; thence 80 feet East; thence North 30° West, 200 feet; thence West 130 feet; thence Southerly to the true point of beginning.

Together with a right-of-way for a pipe line; said right-of-way being 1 foot wide, the center of which commences 55 feet East from above described tree; thence South 37° East to Southerly boundary of Roxy Rupe property on county road.

Together with the right of ingress and egress to repair, clean and service said pipe line.