

Staff Report

Submission Date: October 5, 2022

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Townley APA-22-07, Williamson Act Contract Nos. 73025 & 12001CE, Application to rescind their property from the existing contracts and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of hay production and livestock grazing.

Location: The project site is located on Townsend Road, north and east of the city of Montague on APNs 011-030-010, 039-010-050, 039-030-030, 039-030-040, 039-100-020, 039-110-010, 039-110-020, 039-110-030, 039-110-160, 039-110-170, and 039-110-180, Township 45N, Range 5W, Sections 9, 10, 11,13, 14, 15, 16 and Township 45N, Range 4W, Section 18, MDBM.

Exhibits:

- A. Existing Contracts and Establishment of Agricultural Preserves
 1. Contract No. 73025 (Clerk's No. 191)
 2. Contract No. 12001CE (Planning Project No. APA-12-01)
- B. Williamson Act Contract Amendment Questionnaire
- C. Location Map
- D. Zoning Map
- E. NRCS Soils Data and Map
- F. Conservation Easement

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contracts and reissue a contract consisting solely of property under one ownership. The subject property is approximately 3358 acres which is currently under contract two separate contracts, one of which has 6 different property owners. To accomplish this request, the Board of Supervisors would need to first amend the existing Agricultural Preserves to remove the applicant's property and establish a new Agricultural Preserve, then approve the rescission of property from the existing Williamson Act contracts and reentry into a new contract.

Parcel Creation

- APNs 039-030-030, 039-030-040, 039-100-020, 039-110-010 and 039-110-020 together are one, 1,915-acre, legal parcel created as Parcel 5 of Waiver as recorded on July 19, 1984, in the Siskiyou County Records as Document No. 84-008988.
- APN 039-010-050 is a 320-acre legal parcel created as Parcel 6 of Waiver as recorded on July 19, 1984, in Siskiyou County Records as Document No. 84-008988.

- APNs 039-110-030 and 039-110-160 together are one, 749.3-acre, legal parcel created as Parcel D of Boundary Line Adjustment as recorded on March 20, 1995, in Siskiyou County Records as Document No. 94-003536.
- APN 039-110-170 is one, 119.95-acre, legal parcel created as Parcel E of Boundary Line Adjustment as recorded on March 20, 1995, in Siskiyou County Records as Document No. 94-003536.
- APNs 011-030-010 and 039-110-180 together are one, 253.75-acre, legal parcel created as Parcel F of Boundary Line Adjustment as recorded on March 20, 1995, in Siskiyou County Records as Document No. 94-003536.

Parcel History

Williamson Act Contracts

- 253.75 acres of the subject property is a portion of Williamson Act Contract No. 73025 (Clerk's No. 191) as recorded on February 26, 1973, the Siskiyou County Records in Volume 682 at Page 981.
- 3104.25 acres of the subject property is completely encumbered by Williamson Act Contract No. 12001CE (Planning Project No. APA-12-01)

Agricultural Preserves

- Approximately 1123 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No 119, Book 5, adopted on February 8, 1975.
- Approximately 2235 acres of the subject property is within an Agricultural Preserve as established by Board of Supervisor's Resolution No. 414, Book 2, adopted on January 28, 1969.

Analysis

Zoning

All parcels shall be restricted by zoning to an agricultural use pursuant to Rules Section III, Item D.

All property proposed to be part of the preserve is zoned Prime Agricultural, 40-acre minimum (AG-1-B-80) and Non-Prime Agricultural, 40-acre minimum (AG-2-B-40), as shown on the zoning map (Exhibit D).

Minimum Parcel Size

Per County Rules Section III, Item E, lands shall be in parcels large enough to sustain their commercial agricultural use if the contracted land within a qualifying preserve is at least 40 acres in size. Property is evaluated by legally established parcel.

The parcels that are proposed to remain in the agricultural preserve exceed the 40-acre minimum parcel size, the smallest parcel being 90.75 acres.

Preserve Requirements

Preserve Size

According to the Rules for the establishment and Administration of Agricultural Preserves and Williamson Act Contracts (Rules), agricultural preserves shall consist of no less than 100 acres. To meet this requirement, two or more parcels may be combined if they are contiguous or if they are owned in common.

All parcels are owned in common and contiguous.

Soils Class

Per County Rules Section III, Item C, Agricultural land in a preserve must contain at least 40 acres of Class I or II equivalent soils and a preserve may not be created for land consisting solely of Class VI or VII.

The land contains approximately 1137.45-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
173	1118	VI	6:1	186.3
167	857	III	2:1	428.5
182	308	III	2:1	154
174	288	VI	6:1	48
169	147	III	2:1	73.5
190	270	III	2:1	135
177	73	VII	10:1	7.3
171	69	IV	4:1	17.25
191	67	III	2:1	33.5
188	60	VI	6:1	10
170	37	III	2:1	17.5
160	24	III	2:1	12
189	21	III	2:1	10.5
172	16	VI	6:1	2.6
168	3	III	2:1	1.5
Total	3358			1137.45

Agricultural Production Uses

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

The property has historically been used for and continues to be used for dryland grain and fallow farm/ranch with cattle grazing on all acreage at different times of the year. Due to the drought, the number of livestock grazing has been reduced and some crops have failed. Currently they run approximately 30-60 cow/calf pairs, with replacement heifers and bulls, all landowner owned.

Compatible Uses

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

Residential Uses

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

There are two residential structures on the subject property. One is occupied by the landowner, the other by a family member that contributes to the agricultural operation.

Conservation Program

County Rules Section IV, Item D discusses the compatibility of conservation easements with the Williamson Act. Some easements restrict the agricultural uses of the land and may not qualify as an allowed use under the County Rules.

The property is under a Conservation Easement with Rocky Mountain Elk Foundation, Recorded on October 5, 2012, in the Siskiyou County Recorder's Office as Document No. 12-0009816 (Exhibit F). This easement does not restrict agricultural uses, rather it encourages the use of farming and ranching with continued good range stewardship and livestock management.

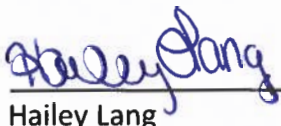
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the 3358 acres, establish a new preserve consisting of the 3358 acres, rescind the subject property from the existing contracts and reissue a single contract for all proposed properties within the newly established 3358-acre preserve.

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 October 4, 2022. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

FILED

11726

#191

FORM A-1 (1973)

This 16th day of Feb 1973

FRANK J. DE MAIO

County Counsel

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

NGRAM, TRINCE, CLERK

FRANK J. DE MAIO
SISKIYOU COUNTY COUNSEL

BY OWNER/OWNERS NAME AS RECORDED: JAMES W. TELLES & DIANE TELLES, PETER EHRMAN,
(Include trust deed or other encumbrance holders. Use separate sheet if necessary) Trustee for RICHARD C. TELLES, RICHARD L. DELLER AND GENEVIEVE DELLER (Lienholders) FEDERAL LAND BANK (Lienholder)

APPLICANT'S NAME (if other than above):

APPLICANT'S ADDRESS: Rt. 1 Box 81, Montague, California

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: JAMES W. TELLES MAILING ADDRESS: RT. 1 Box 81, Montague, California

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use Assessor's Parcel No. Acreage

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Total acreage 6312

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: Peter Ehrman, Trustee

[Handwritten signatures]

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: Agriculture

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

PRESENT ZONING: Ag. Preserve 320 Acres - #1 PRESENT GENERAL PLAN DESIGNATION: Extensive Agriculture

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

Notice to the Owner shall be addressed as follows:

JAMES W. TELLES

Rt. 1 Box 81

Montague, California

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

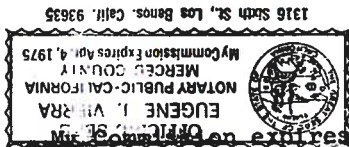
Peter Ehrman, Trustee

[Signature]
[Signature]

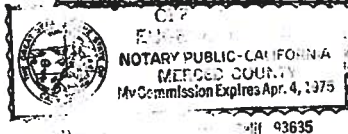
OWNER

STATE OF CALIFORNIA)
COUNTY OF Merced) ss.

On this 24th day of November, 1972,
before me, Eugene J. Vierra, a Notary
Public, in and for said Merced County, personally
appeared Peter H. Ehrman, Trustee, James W. Telles + Diane Telles
known to me to be the person s whose names are
subscribed to the within instrument, and acknowledged to me
that they executed the same.



Eugene J. Vierra
Notary Public
Apr. 4, 1975



ATTEST:

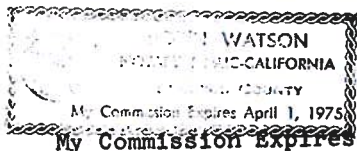
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

On this 16th day of February, 1973, 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
4-1-75

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 30 day of November, 1972.

Richard L. Deller
Genevieve Deller

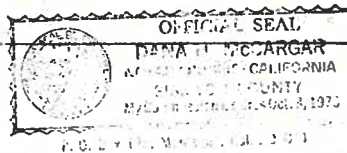
LIENHOLDER, RICHARD L. DELLER
and GENEVIEVE DELLER, His Wife.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 30th day of November, 1972,
before me, D. H. McCARGAR *D. H. McCargar* a Notary Public,
in and for said San Diego County, personally
appeared Richard L. Deller & Genevieve Deller 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.

D. H. McCARGAR *D. H. McCargar*
Notary Public

My Commission Expires: _____



**BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE**

OWNER'S NAME James W Tellez ADDRESS Rt 1 Box 51 Montague

PARCEL NUMBERS 011-010-010 011-010-020 011-010-040 011-010-050

011-010-060 011-020-040 011-020-050 011-030-050 011-020-111

HOW LONG HAVE YOU OWNED THIS LAND? 011-030-120 011-030-010 011-040-010 012-400-060 012-480-03

TYPE OF AGRICULTURAL USE: 012-480-040 012-480-070 012-510-020 3 months

Dry pasture acreage 4800 Carrying capacity 250

Irrigated pasture acreage 500 Carrying capacity 50

Dry farming acreage 300 Crops grown wheat Production per acre 3/4 bu

Field crop acreage 300 Crops grown Hay Production per acre 3 1/2 t

Row crop acreage None Crops grown _____ Production per acre _____

Grazing AUM Forest Permit Term 150 Head Fees paid 150.00 yr

Other acreage 700 Type Dry Land Production per acre 100
pasture head cap.

OTHER INCOME:

Hunting rights \$ _____ per year _____ acres Fishing Rights \$ _____ per year _____

Other recreational rights \$ _____ per year None type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner Madame PASERO No. of acres 4,000

Rental fee per acre 504 Use of land grazing

Terms of lease Year to Year Lease termination date 12/31/73

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 None Lease termination date _____

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

List expenses paid by land owner _____

REMARKS ON INCOME, ETC.:

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

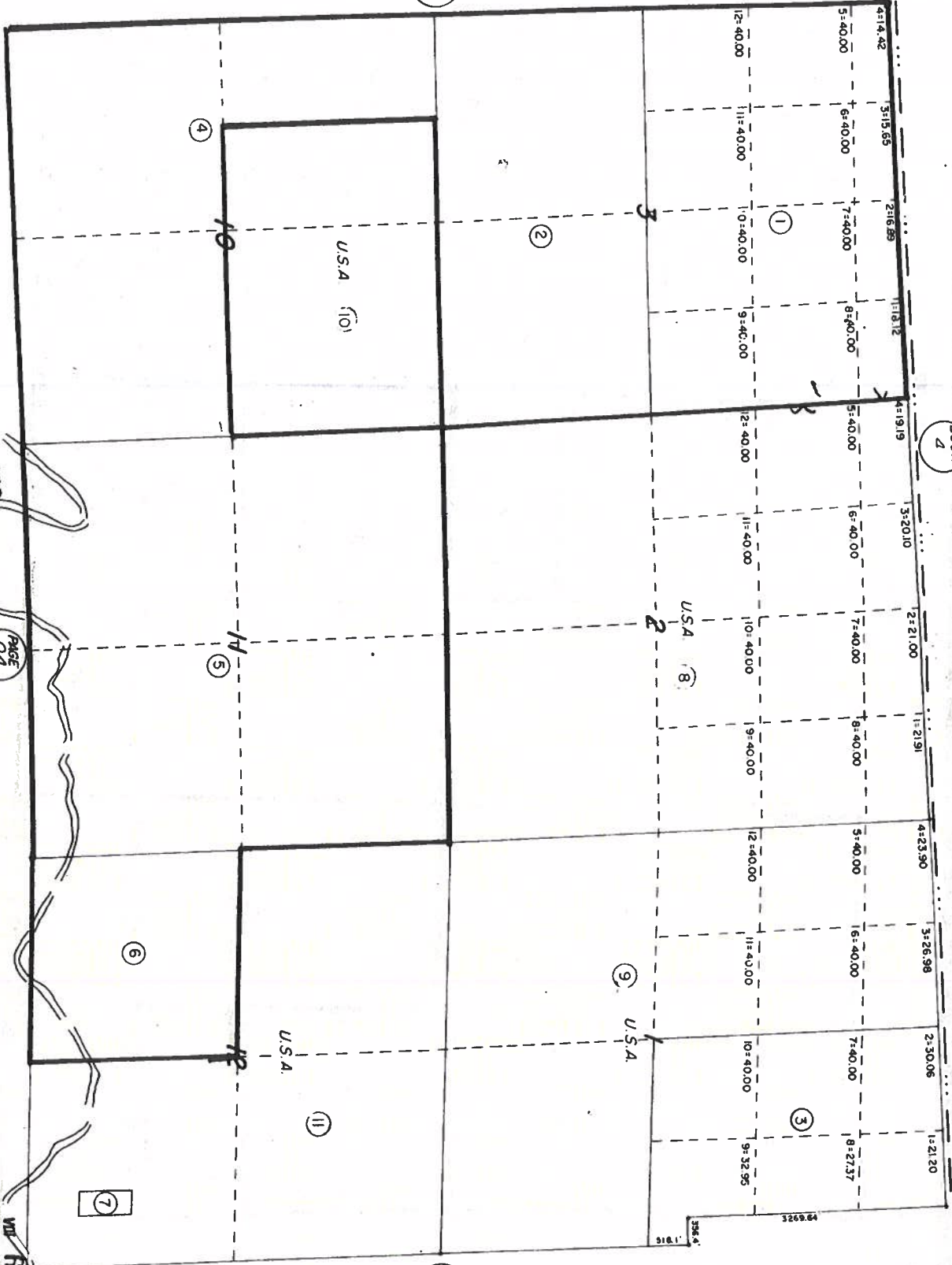
Signed [Signature] Date 12/14/72

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

Adopted 11-28-72

121-01
87-02

PAGE
02



BOOK
4

T 45 N R 4 W M.D.M.

Tax Area Code
87-02

21-01
87-02

11-01

FR2 DIST 9931

PAGE
04

FR2 DIST 002E

PAGE
14

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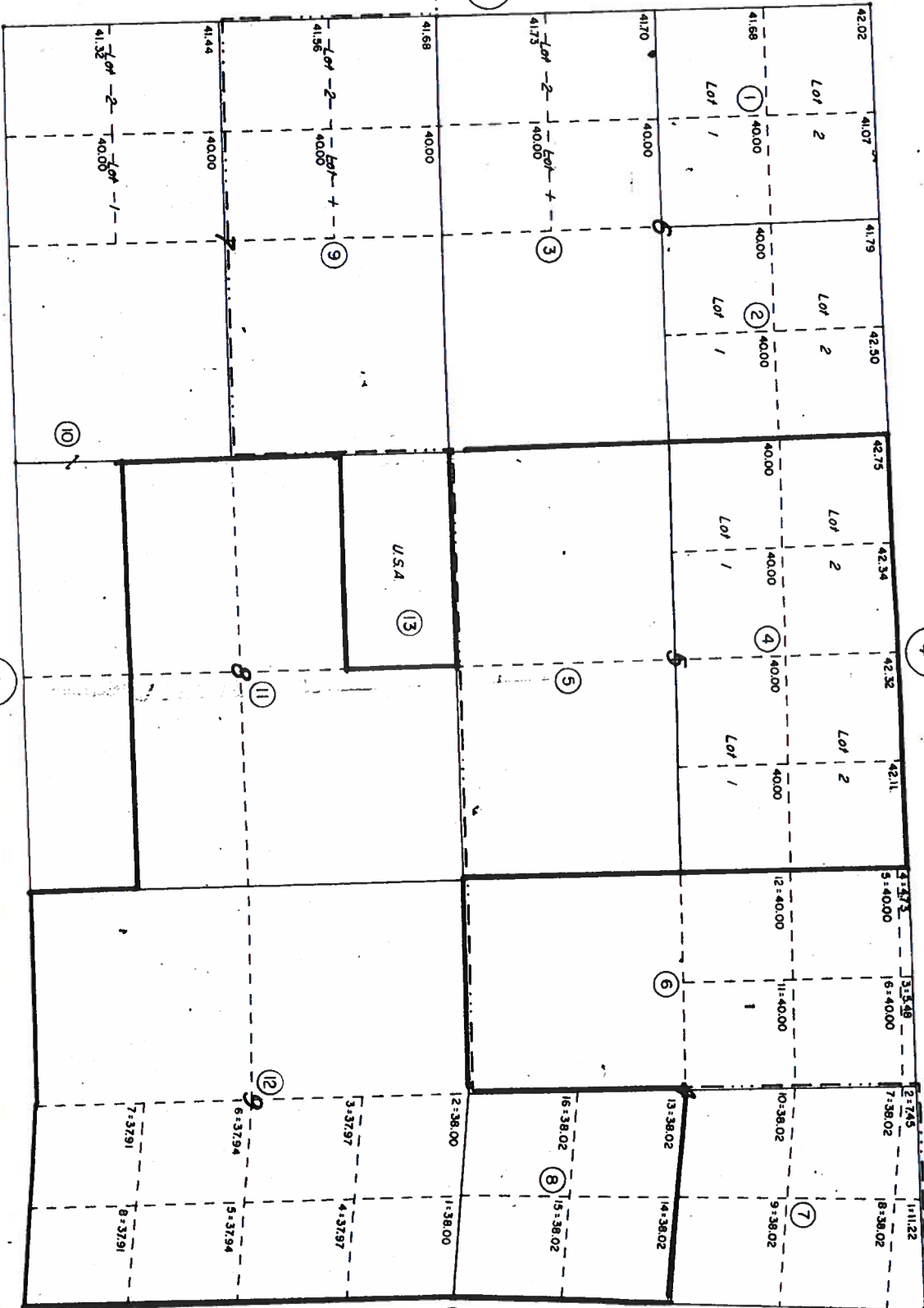
Exhibit A-1

Exhibit D

T 45 N R 4 W MDM

Book 4

Tax Area Code 11-02
87-02
121-01



Book 12
121-01
87-02

Book 682
Page 995

03

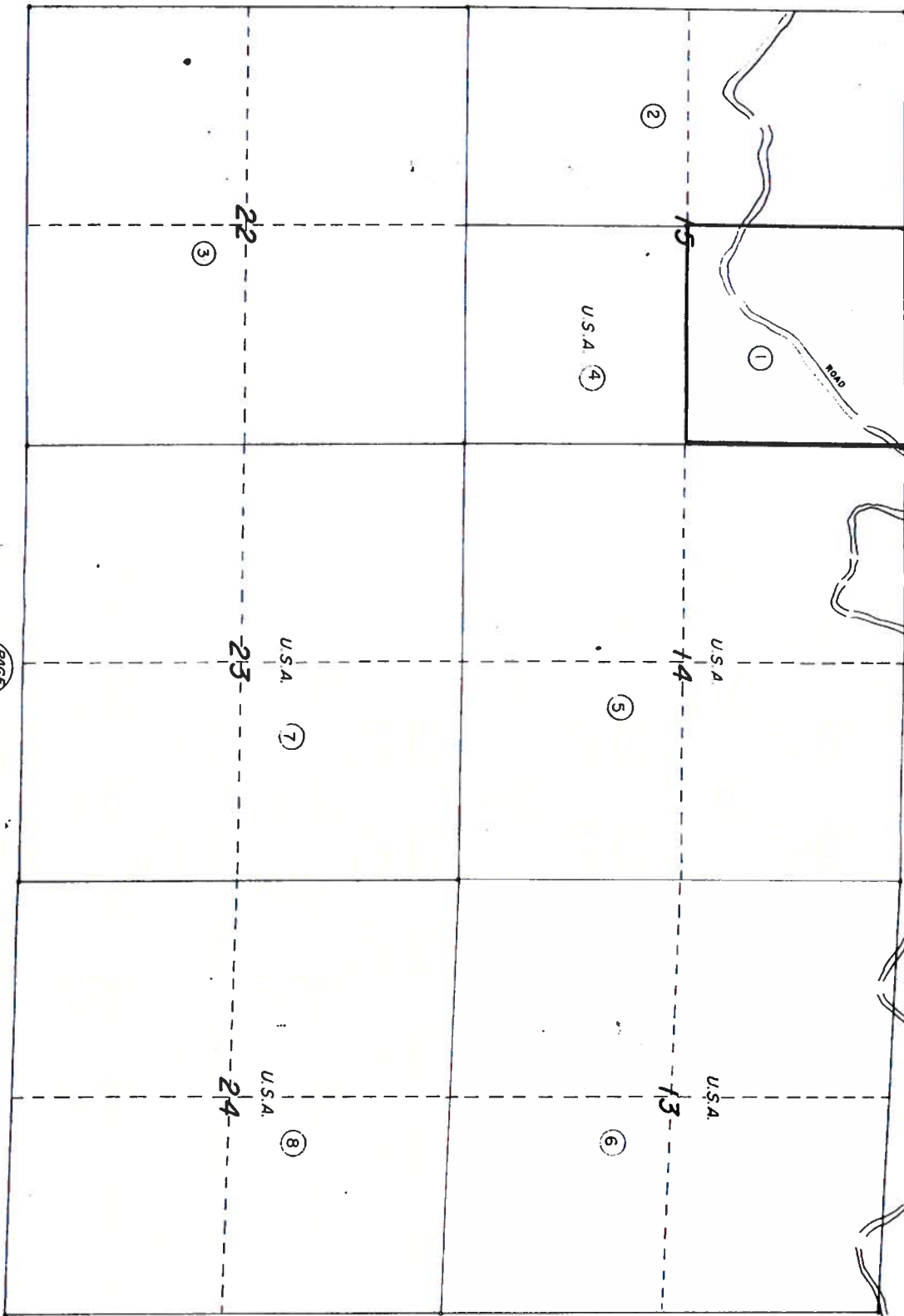
Book 682
Page 996

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T 45 N R 4 W M.D.M.

Tax Area Code 87-02

11-04



PAGE 01

PAGE 03

PAGE 15

VOL 682 PAGE 999

PAGE 05

VOL 682 PAGE/111

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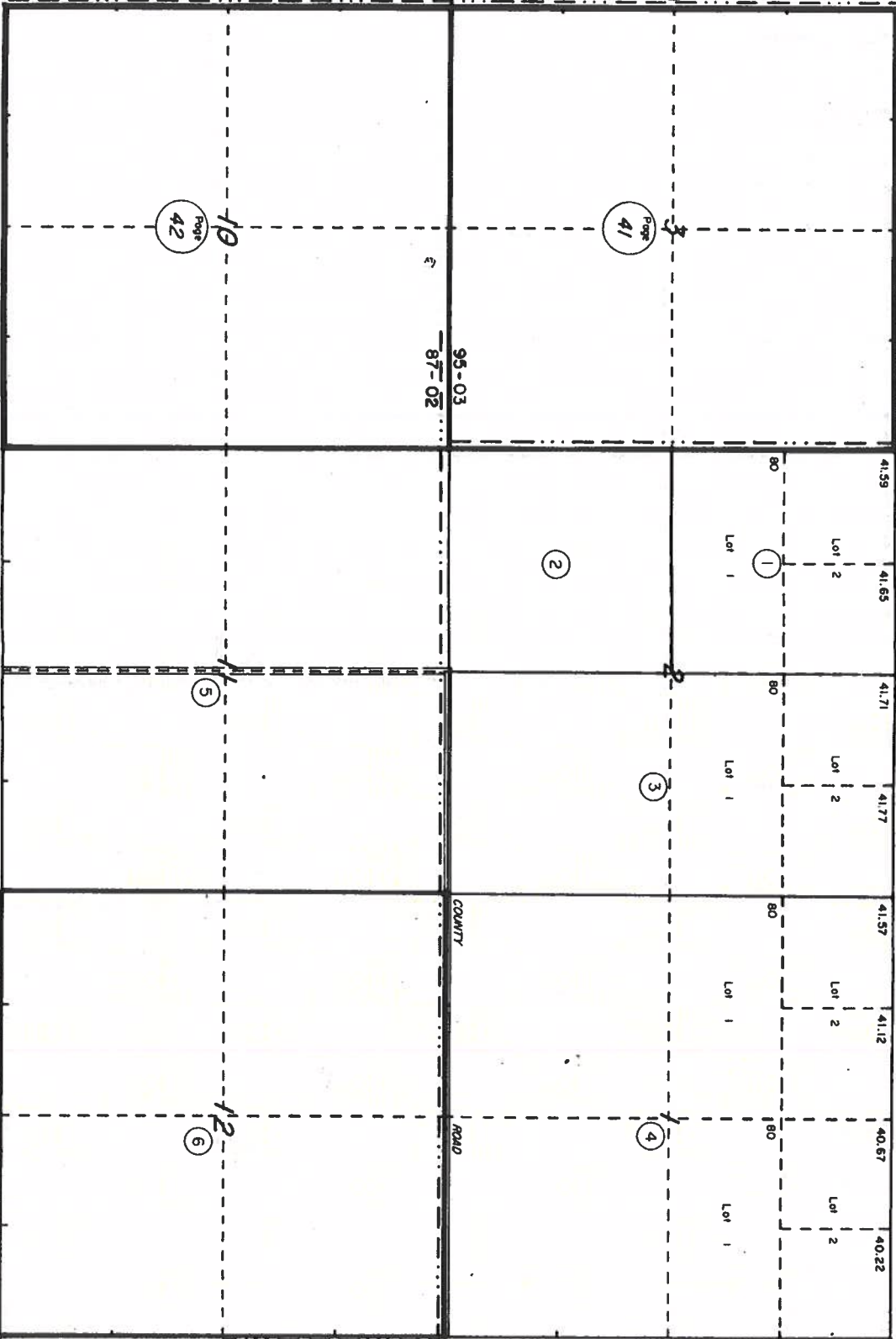
Exhibit D

Exhibit A-1

87-03
87-02

95-02
87-03

95-02
95-03



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Assessor's Map
County of Siskiyou, California

95-03
10121-01

T. 45 N
R. 5 W

Book 5

Tax Area Code
87-02
121-01

12-40

Book 11

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Exhibit D

Exhibit A-1

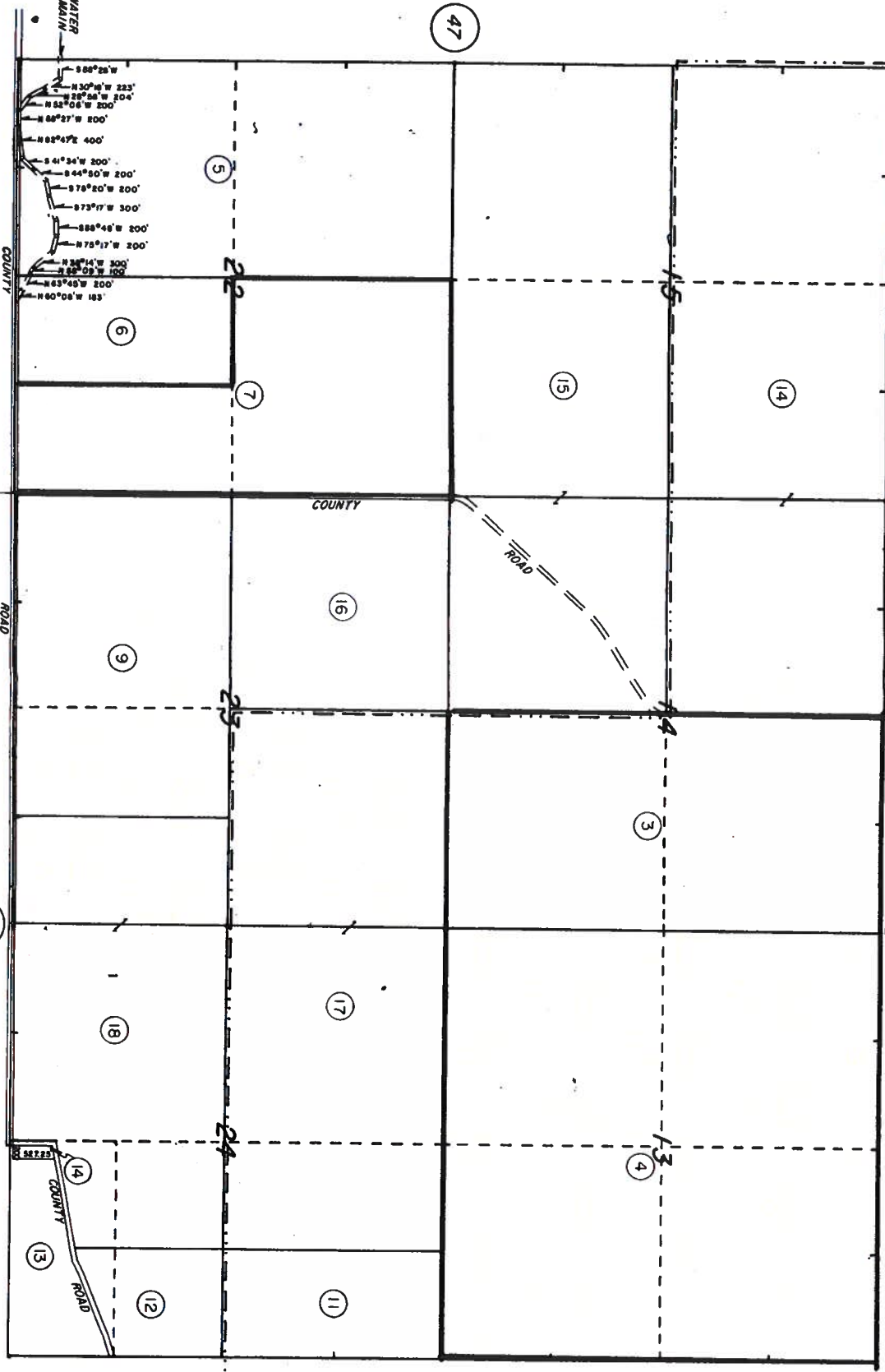


87-03
87-02

T. 45 N. R. 5 W.

Tax Area Code
87-02
87-03

12-48



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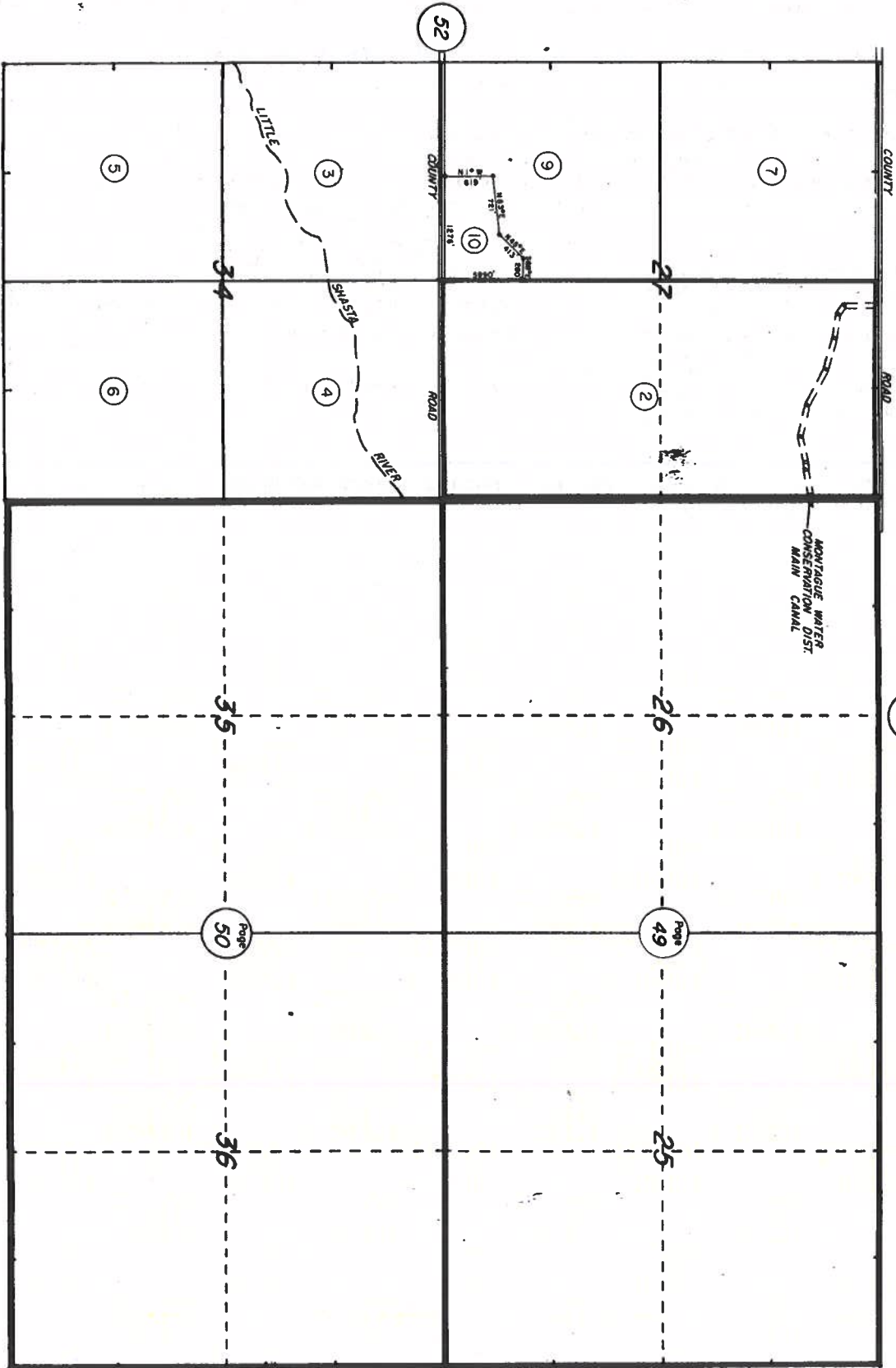
Assessor's Map
County of Siskiyou, California

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

11

Exhibit A-1





T 45 N R 5 W

48

Tax Area Code 87-03

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Assessor's Map
County of Siskiyou, California

UNR
RSP
DNCR
KTR

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

Book 11



Exhibit D

Exhibit A-1

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

8th day February, 1973

PRESENT: Supervisors George Wacker, Harold Porterfield, Ernest Hayden, Mike Belcastro and Ray Torrey. Chairman Hayden presiding.
ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS
IN NEW AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION 119, Book 5.

It was moved by Supervisor Wacker, seconded by Supervisor Belcastro, that Resolution 120, Book 5, being a Resolution approving Agricultural Preserve Contracts in New Agricultural Preserve established by Resolution 119, Book 5, is hereby adopted and the Chairman authorized to sign and the Clerk directed to record said contracts prior to March 1, 1973. Further, the names of persons whose contracts have been approved are listed on Exhibit A attached to said Resolution and made a part thereof.

AYES: Supervisors Wacker, Porterfield, Belcastro and Torrey.
NOES: None.
ABSENT: None.

Resolution recorded: February 9, 1973, Vol. 681,
Page 891, official records, County of Siskiyou.

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

FEB 26 9 03 AM '73
O.R. Vol. 682 Page 981

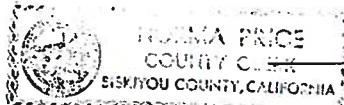
RECORDED FEE 0 No Charge

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 2-8-73

Witness my hand and the seal of said Board of Supervisors, this 9th day of February, 1973

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

Siskiyou County Recorder
Mike Mallory, Recorder

DOC - 12-0011866
Wednesday, NOV 28, 2012 09:54:46
Ttl Pd \$0.00 Nbr-0000222075
JES/C2/1-17

**Recorded at the request of the
Siskiyou County Board of Supervisors**

When Recorded Return to:

Siskiyou County Clerk
510 North Main Street
Yreka, CA 96097

WILLIAMSON ACT LAND CONSERVATION CONTRACT AMENDMENT APA-12-01

The attached new Land Conservation Contract entered into by and between the County of Siskiyou and Stephen N. Townley and Pamela S. Townley, as Trustees of The Townley Family 2001 Trust ("Owner") amends the following Land Conservation Contract(s) by rescinding Owner's land that was subject to the following Contract(s) in order to simultaneously enter into the attached new Land Conservation Contract over the same land; pursuant to Government Code sections 51200 et seq. and the Siskiyou County "Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts" (version of October 2011 as adopted on February 7, 2012). The legal description of Owner's contracted land is in "Exhibit A Legal Description" of the attached new contract.

Affects the following Assessor's Parcels and recorded Contracts:

Assessor's Parcel Number	Land Conservation Contract Recordation Number
039-030-030	Vol 705 Page 70
039-030-040	Vol 705 Page 70
039-100-020	Vol 705 Page 70
039-110-010	Vol 705 Page 70
039-110-020	Vol 705 Page 70
039-010-050	Vol 705 Page 70
039-110-030	Vol 682 Page 981
039-110-160	Vol 682 Page 981
039-110-170	Vol 682 Page 981

RECORDING REQUESTED BY:
Siskiyou County Board of Supervisors

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

**LAND CONSERVATION CONTRACT NO. APA-12-01
PREAMBLE TO LAND CONSERVATION CONTRACT**

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

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

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

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

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

of agricultural commodities for commercial purposes and for compatible uses as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract. No buildings or structures shall be erected upon the premises, except such buildings and structures as are directly related to authorized uses of the premises as specified by State law, the Resolution Establishing the applicable Agricultural Preserve, the County's most current resolution establishing the Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts, and this Williamson Act contract

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

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

SECTION 7. EMINENT DOMAIN.

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

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

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

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

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

SECTION 9. TERMINATION OF CONTRACT BY COUNTY. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Siskiyou County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

SECTION 10. CANCELLATION.

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

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

cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.

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

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

SECTION 11. DISTRIBUTION OF DEFERRED TAXES. On receipt of any deferred taxes (cancellation fee), payable pursuant to Section 10 of this Contract, said deferred taxes shall be distributed as provided in Section 51204 of the Act (Government Code).

SECTION 12. DIVISION OF LAND - NEW CONTRACTS. In the event the premises is divided, a Contract identical to the Contract then covering the premises shall be executed by the OWNER of each parcel created by the division at the time of the division.

SECTION 13. DIVISION OF LAND - MINIMUM SIZE PARCELS. The OWNER SHALL not divide the premises contrary to the restrictions on the division of premises as set forth in the Resolution Establishing the Agricultural Preserve.

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

(a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and

(b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

(c) All successors in interest to Owner shall enter into separate and individual contracts pursuant to the County's uniform Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts as they exist now and in the future.

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

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

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

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

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

Notice to the County shall be addressed as follows:

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

Notice to the Owner shall be addressed as follows:

Stephen N. Townley, Trustee
Pamela S. Townley, Trustee
1039 Townsend Road
Montague CA 96064

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

OWNER:

Stephen N. Townley
Stephen N. Townley, Trustee

Pamela S. Townley
Pamela S. Townley, Trustee

PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

see attached
Clerk acknowledgment

Grace Bennett
Grace Bennett, Chair

State of California, County of Siskiyou
On 9-5-12 before me, Valarie A. Wiley
Notary Public, personally appeared Stephen N. Townley and Pamela S. Townley
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.



Valarie A. Wiley

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

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

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

Dated: November 26, 2012

By: Wendy Winningham
Wendy Winningham, Deputy

(Seal)

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by Stephen N. Townley, Trustee and Pamela S. Townley, Trustee and herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents to its lien on the property described be subordinated to this agreement.

DATE: This _____ day of _____, 2012.

There are no lienholders SN

Lienholder

PLACE NOTARY CERTIFICATE HERE

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

Assessor's Parcel Numbers and Contract Numbers listed below:

Assessor's Parcel Number	Assessor Contract Number	Clerk Contract Number	Recordation Number
Legal Parcel One			
039-030-030	74037	232	Vol 705 Page 70
039-030-040	74037	232	Vol 705 Page 70
039-100-020	74037	232	Vol 705 Page 70
039-110-010	74037	232	Vol 705 Page 70
039-110-020	74037	232	Vol 705 Page 70
Legal Parcel Two			
039-110-030	73025	191	Vol 682 Page 981
039-110-160	73025	191	Vol 682 Page 981
Legal Parcel Three			
039-010-050	74037	232	Vol 705 Page 70
Legal Parcel Four			
039-110-170	73025	191	Vol 682 Page 981

EXHIBIT "A"
LEGAL DESCRIPTION
LAND CONSERVATION CONTRACT APA-12-01

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

PARCEL ONE:

The East one-half of the Northeast one-quarter and the East one-half of the Southeast one-quarter of Section 9; all of Section 10; the West one-half of Section 14; all of Section 15; the East one-half of the Northeast one-quarter and the East one-half of the Southeast one-quarter of Section 16, Township 45 North, Range 5 West, Mount Diablo Meridian, excepting the fractional portions thereof conveyed by Deed recorded in 19 of Deeds at page 168, Records of Siskiyou County, California.

APN: 039-030-030; 030-030-040; 039-100-020; 039-110-010; 039-110-020

PARCEL TWO:

The East ½ of Section 14, the North ½ of Section 13, and all that portion of the South ½ of Section 13 lying West of the center of the main channel of Hovey Gulch, all in Township 45 North, Range 5 West, Mt. Diablo Meridian.

APN: 039-110-030; 039-110-160

PARCEL THREE:

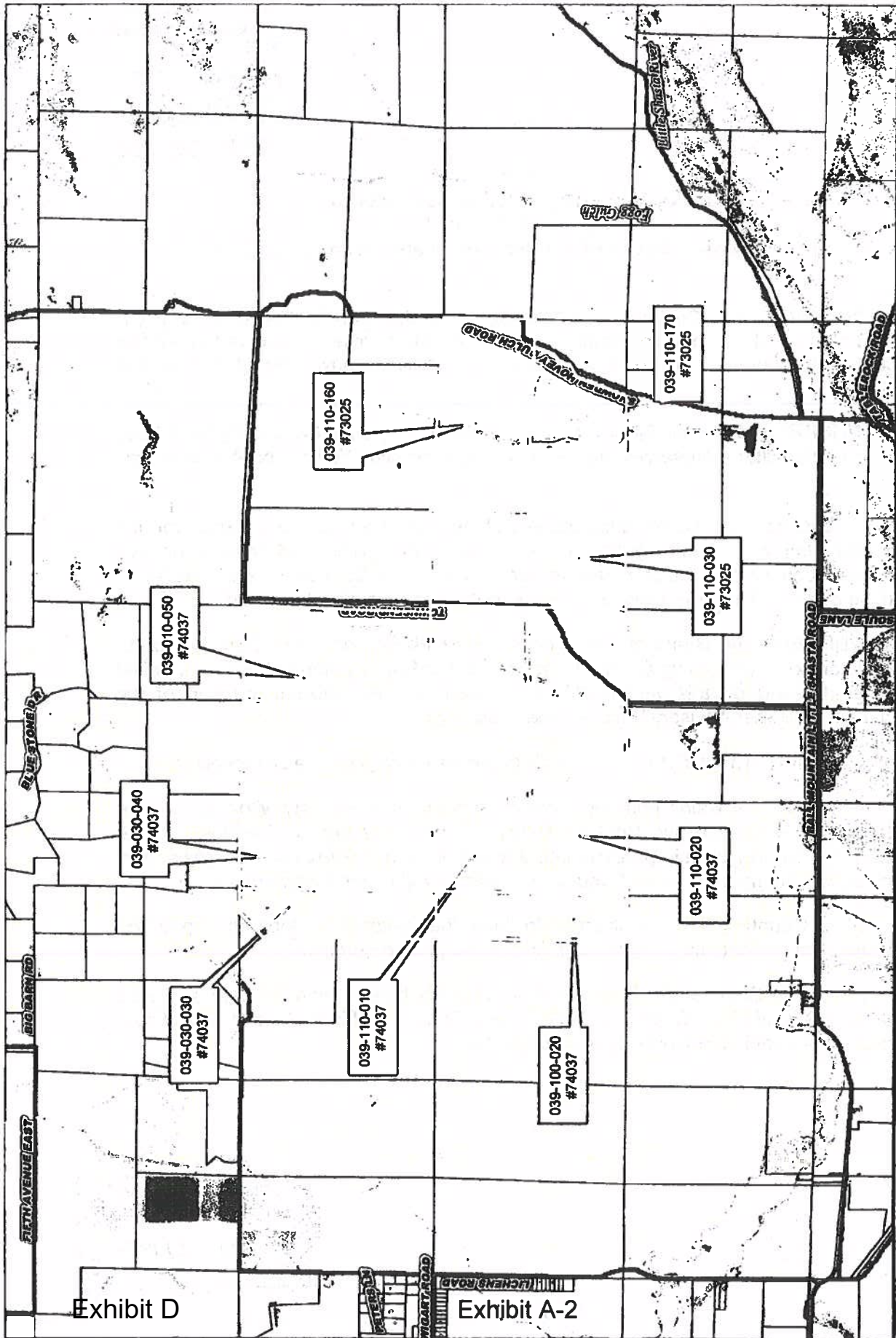
The West one-half of Section 11, Township 45 North, Range 5 West, Mount Diablo Meridian

APN: 039-010-050

PARCEL FOUR:

All that portion of the South ½ of Section 13, Township 45 North, Range 5 West, Mt. Diablo Meridian, lying East of the Center of the main channel of Hovey Gulch and West of the centerline of Snowden Hovey Gulch Road, (Siskiyou County Road No. 7L001).

APN: 039-110-170



Townley WA Contract Amendment

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

ATTEST:
COLLEEN SETZER
County Clerk
of the State of California
in and for the County of Siskiyou.
By Wendy Weitz
Deputy

RESOLUTION NO. 12 - 205

**Resolution of the
Siskiyou County Board of Supervisors
Approving the 2012
Existing Williamson Act Contract Rescission and Reentry Applications**

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

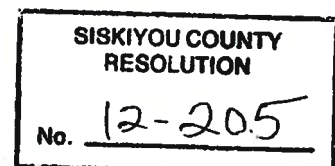
WHEREAS, over the last 40 years some 421,000 acres in the County have been placed in agricultural preserves and are included in existing Williamson Act contracts; and

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

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

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

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



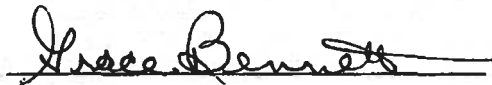
The foregoing resolution was adopted at a regular meeting in the Board of Supervisors of the County of Siskiyou, State of California, held on the 9th day of October, 2012, by the following vote:

AYES: Supervisors Bennett, Valenzuela, Armstrong and Cook

NOES: NONE

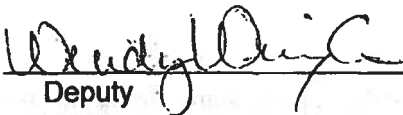
ABSENT: Supervisor Kobseff

ABSTAIN: NONE



Grace Bennett, Chair
Board of Supervisors

ATTEST:
Colleen Setzer, Clerk
Board of Supervisors

By: 
Deputy

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

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

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

Chair Bennett opened the public hearing.

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

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

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

Continued.....

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

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

By: Wendy D. Dwyer
Deputy



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

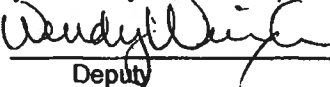
PUBLIC HEARING - PUBLIC HEALTH AND COMMUNITY DEVELOPMENT – PLANNING – (continued)

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

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

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

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

By: 
Deputy



Williamson Act Contract Amendment Questionnaire

(This form is to be attached to the County's standard application form)

Owner's name: Stephen N. & Pamela S. Townsend trustees for The Townsend Family Trust

Address: 1039 Townsend Rd Montague CA 96064

Parcel Numbers: parcel 1 (039-030-030; 039-030-040; 039-100-020; 039-110-010

039-110-020) parcel 2 (039-110-030; 039-110-140) parcel 3 (039-110-050) parcel 4 (039-110-140)

How long have you owned this land? parcel 1 & 3 = 1984; parcel 2 & 4 = 1995; parcel 5 = 2021

Type of Agricultural Use:

Dry pasture acreage 2250

Irrigated pasture acreage 0

Dry farming acreage 1100 Crops grown wheat / rye / alfalfa Production per acre 2 TON

Field crop average Crops grown Production per acre

Type of irrigation (pivot line, ditch, etc.) N/A

Row crop acreage N/A Crops grown Production per acre

Other acreage Farmsteads Bal Type Production per acre

Other Income:

Hunting rights \$ per year acres

Fishing rights \$ per year acres

Other rights \$ per year type

Quarrying \$ per year type

Other \$ per year type

Other \$ per year type

Land Leased to Others

Name of owner Number of acres

Rental fee per acre \$ Use of land

Terms of lease Lease termination date

Share cropped with others: Crop Percent to owner Acres

List expenses paid by landowner

Certification

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

Signed Stephen M. Penney Date 04 July 2022

Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

- 1. This signed form ✓
- ✓2. The completed and signed County standard Application for Development Review
- ✓3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
- ✓4. A copy of the Grant Deed for each legal parcel
- ✓5. The legal description of the land included in the application and proposed change(s)
- ✓6. A copy of any and all Deeds of Trust for the land that is included in the application
- ✓7. A copy of the property's existing Williamson Act Contract

Planning Staff Comments Below

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

Name of City: _____

Present Zoning _____

Townley APA-22-07

Subject Property

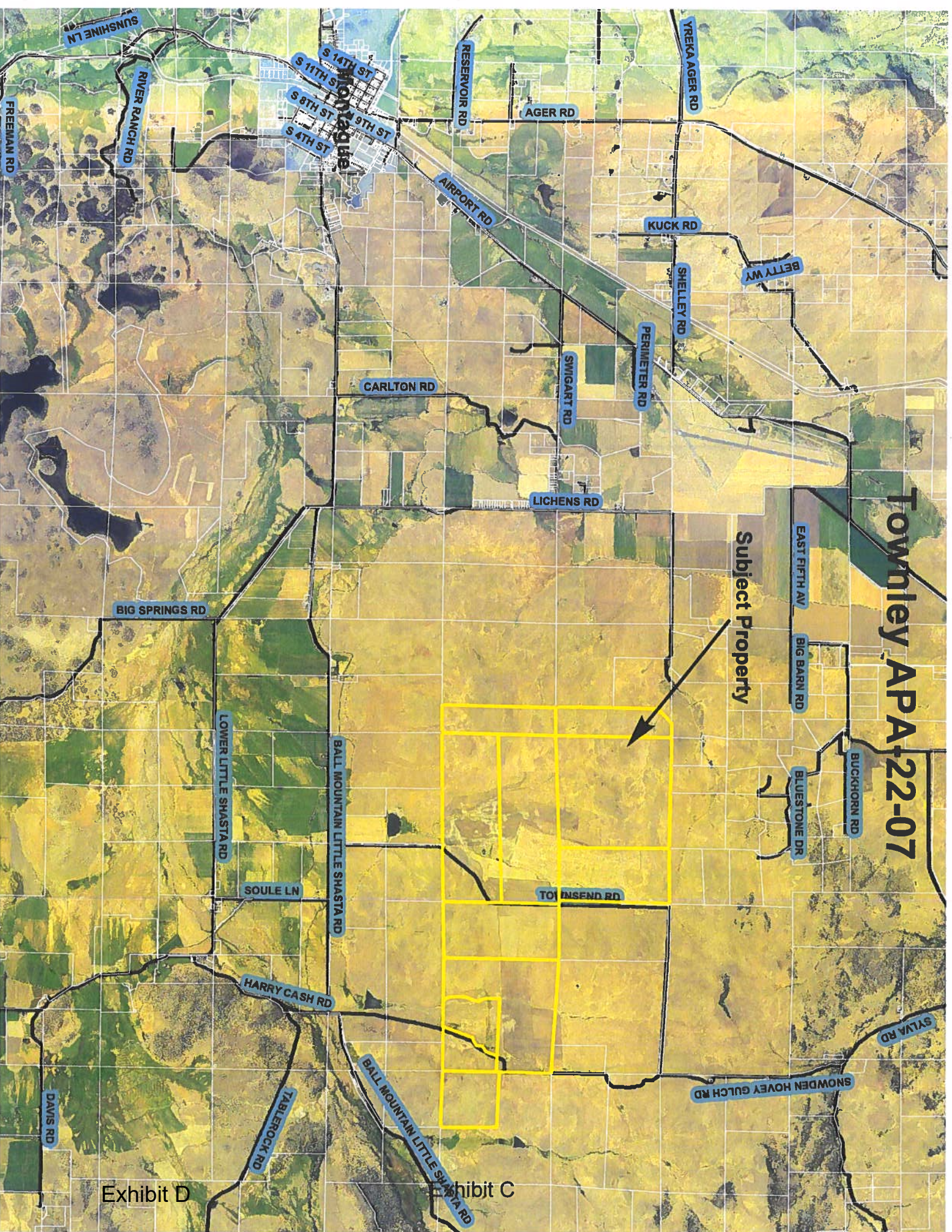












































Exhibit D

Exhibit C

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

Soil Survey Area: Siskiyou County, California, Central Part
Survey Area Data: Version 15, Sep 2, 2022

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

Date(s) aerial images were photographed: Jun 2, 2019—Jun 21, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
160	Jenny clay, 2 to 15 percent slopes	24.2	0.7%
161	Jenny cobbly clay, 0 to 15 percent slopes	0.0	0.0%
167	Kuck clay loam, 2 to 9 percent slopes	857.0	25.3%
168	Kuck clay loam, 9 to 15 percent slopes	5.3	0.2%
169	Lassen clay, 2 to 9 percent slopes	147.6	4.4%
170	Lassen clay, 9 to 15 percent slopes	37.3	1.1%
171	Lassen cobbly clay, 2 to 15 percent slopes	69.2	2.0%
172	Lassen-Kuck complex, 15 to 50 percent slopes	16.4	0.5%
173	Lassen-Kuck complex, stony, 2 to 50 percent slopes	1,118.9	33.0%
174	Lassen-Rock outcrop-Kuck complex, 2 to 50 percent slopes	288.6	8.5%
177	Lithic Haploxerolls-Rock outcrop complex, 0 to 65 percent slopes*	73.4	2.2%
182	Louie variant sandy clay loam, 2 to 9 percent slopes	308.7	9.1%
188	Mary-Rock outcrop complex, 2 to 50 percent slopes	60.0	1.8%
189	Medford clay loam, cool, 0 to 2 percent slopes	21.3	0.6%
190	Medford clay loam, cool, 2 to 5 percent slopes	270.1	8.0%
191	Medford clay loam, cool, 5 to 15 percent slopes	67.4	2.0%
193	Montague clay, 2 to 9 percent slopes	8.7	0.3%
216	Rock outcrop	11.0	0.3%
240	Gravel pits	1.5	0.0%
Totals for Area of Interest		3,386.5	100.0%

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Siskiyou County Recorder
Mike Mallory, Recorder

RECORDING REQUESTED BY
Rocky Mountain Elk Foundation

DGC - 12-0009816
Acct 2-Mt Shasta Title and Escrow
Friday, OCT 05, 2012 08:53:22
Ttl Pjd \$1,555.69 Nbr-0000219467
JES/C2/1-28

AND WHEN RECORDED MAIL DOCUMENT TO:
Rocky Mountain Elk Foundation
P.O. Box 8249
Missoula, MT 59807-8249

Space Above This Line for Recorder's Use Only

A.P.N.: 039-030-030,040; 039-100-020;;
039-110-010,020,030,160,170; 030-010-
050

File No.: 4701-3602630 (LJ)

Deed of Conservation Easement

Document Title

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$1,460.69; CITY
TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property interest conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of, and
- Exempt from transfer tax; Reason:

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

After recording, return to:
Rocky Mountain Elk Foundation
Attn: Lands Program
P. O. Box 8249
Missoula, MT 59807-8249

**Deed of Conservation Easement
Little Shasta West, California**

THIS DEED OF CONSERVATION EASEMENT ("Easement"), dated this 31 day of July, 2012, is made by STEPHEN N. TOWNLEY AND PAMELA S. TOWNLEY AS TRUSTEES OF THE TOWNLEY FAMILY 2001 TRUST, whose address is 1039 Townsend Road, Montague, California 96064, and the ROCKY MOUNTAIN ELK FOUNDATION, INC., a Montana non-profit corporation whose address is 5705 Grant Creek Road, P.O. 8249, Missoula, Montana 59807-8249 (the "RMEF");

RECITALS

- A. WHEREAS** the Grantor, namely Stephen N. Townley and Pamela S. Townley as Trustees of the Townley Family 2001 Trust, are the sole owners in fee simple of certain real property in Siskiyou County, California, described in the attached Exhibit "A" (the "Property") and approximately located on the map attached as Exhibit "B", and own the rights to identify, to conserve and protect in perpetuity, and to enhance by restoration the Property's significant, relatively natural habitat of wildlife and plants, and the preservation of the Property's open space for the scenic enjoyment of the general public which will yield a significant public benefit, the Conservation Purposes identified in Section 170(h)(4)(A) of the Internal Revenue Code; and
- B. WHEREAS** the protection of the Property's Conservation Values constitutes retention of land in its relatively natural, scenic, agricultural, and open space condition as authorized by and recognized in the California Land Use Easement Act, Cal. Civil Code §§ 815 through 816, inclusive (West 2011); and the Grantor intends to convey this Easement under the California Land Use Easement Act, Cal. Civil Code §§ 815 through 816, inclusive, and other applicable provisions of California statutory and common law; and
- C. WHEREAS** the Property constitutes a valuable element of the relatively natural habitat and upland watershed of the Shasta River watershed and associated ecosystem; the Property provides significant crucial winter habitat for elk and provides habitat for deer, antelope, and other regional California wildlife, and the maintenance of such natural habitat helps support

wildlife populations. In particular, the primary conservation values of the Property are: the rangeland, grazing land and grassland, relatively natural and crucial winter habitat, and scenic and open space values associated with an unbroken agricultural landscape, which conservation values are visible and accessed by existing county roads. These "Conservation Values" are of great importance to the Grantor and to the people of the State of California and are worthy of conservation; and

- D. WHEREAS** the Grantor desires and intends that the Conservation Values of the Property be conserved and maintained by the continuation, initiation, or introduction of activities on the Property that will not interfere with or substantially disrupt the Conservation Values, including the Permitted Uses identified in Section III; and
- E. WHEREAS** the RMEF is organized to conserve and protect natural areas and significant wildlife habitat for ecological, scientific, charitable, and educational purposes; and the RMEF is a qualified private organization and conservation easement holder under the terms of the California Conservation Easement Act, California Civil Code §§ 815-816 inclusive (West 2011); and
- F. WHEREAS** the RMEF is a qualified organization as that term is defined in § 170(h)(3) of the Internal Revenue Code and is a charitable organization that meets the conditions of the Internal Revenue Code § 501(c)(3); and
- G. WHEREAS**, RMEF has received letters from the Internal Revenue Service dated September 18, 1984 and July 18, 1990, kept on file at the offices of RMEF, to the effect that the RMEF is a "publicly supported" organization under § 509(a)(2) of the Code and is not a private foundation within the meaning of § 509(a) of the Code; and
- H. WHEREAS**, Grantor and the RMEF recognize the Conservation Values of the Property, and have the common purpose of the conservation and protection in perpetuity of the Property through the use of restrictions on the Property and with the transfer from Grantor to the RMEF of affirmative rights for the protection of the Property, intending the grant of such restrictions and rights to qualify as a "qualified conservation contribution" as that term is defined under § 170(h)(2)(c) of the Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the California Conservation Easement Act, California Civil Code §§ 815-816 inclusive (West 2011), and other applicable provisions of California statutory and common law, the Grantor hereby grants, conveys and warrants to the RMEF this perpetual Easement over the Property. The scope of this Easement is set forth in this Deed of Conservation Easement.

SECTION I: PURPOSE AND GENERAL EFFECT OF EASEMENT

- A. Purpose:** It is the purpose of this Easement to protect forever the rangeland, grazing land and grassland consistent with the Rangeland, Grazing Land and Grassland Protection Act of

2002, California Public Resources Code §§10330-10344, inclusive (West 2011), and the relatively natural wildlife habitat, agricultural, scenic and open space values of the Property described herein for conservation purposes through private conservation efforts, and to prevent any use of the Property that is not consistent with the Easement (as defined in Section III) or will significantly impair or interfere with the long term sustainability of livestock grazing or the Conservation Values of the Property.

B. Perpetual Restrictions: This Easement shall run with and encumber the title to the Property in perpetuity and shall bind the Grantor and all future owners, tenants, licensees, occupants and users of the Property.

C. Permitted Uses in General: This Easement shall confine the use of the Property to the Permitted Uses, discussed in Section III below, which are to be conducted in a manner consistent with the purposes and terms of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement or detrimental to the Conservation Values is expressly prohibited.

D. Dedication of Property: Pursuant to the terms of in the California Conservation Easement Act, California Civil Code §§ 815-816 inclusive (West 2011), the Property conserved by this Easement is rangeland, grazing land and grassland, and declared to be relatively natural habitat, scenic, and open space values and may not be converted or directed to any uses other than those provided in this Easement.

SECTION II: AFFIRMATIVE RIGHTS AND INTERESTS CONVEYED

A. Identification and Protection: The RMEF has the right to identify, to conserve and to protect in perpetuity the agricultural values, character, use and utility, including the agricultural productivity vegetation, soil and water quality, crucial winter habitat, and the open space and scenic values of the Property (hereinafter referred to collectively as "the Conservation Values").

B. Access: The general public is not granted access to the Property under this Easement. The RMEF shall have the right of immediate entry upon the Property upon reasonable prior notice to Grantor, if, in the RMEF's sole judgment, such entry is necessary to prevent immediate damage to or the immediate destruction of the Conservation Values of this Easement.

The RMEF also has the right to enter upon the Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. The State of California, acting through the Wildlife Conservation Board or its successor ("WCB") also has the right to participate in the monitoring of the Property, no less than once in any period of three (3) calendar years. The RMEF, WCB, and California Department of Fish and Game ("DFG") also have the right to enter upon the Property with advance notice to and permission from the Grantor or Grantor's agent to undertake observations or ecological studies of natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Property by the Grantor.

C. Conservation, Enforcement, Injunction, and Restoration: The RMEF has the right to prevent any activity on, or use of, the Property, which is inconsistent with this Easement. The RMEF is entitled to take any legal or equitable action to prevent such activity, including, but not limited to, obtaining an injunction in a court of competent jurisdiction and requiring removal of structures or vegetation in violation of the Easement. The RMEF also has the right to enforce the restoration of the Property to the condition that existed prior to any violation. These remedies, and those set forth in Section VI below, are cumulative. It is the intention of this Easement not to limit Grantor's discretion to employ their choices of farm and ranch uses and management practices so long as those uses and practices do not adversely impact the Conservation Values protected by this Easement and are consistent with the purpose of this Easement.

D. Signs: The RMEF and WCB have the right to place signs that display their respective logos on the Property to identify the Property as being protected by this Easement; recognize RMEF's participation in this Easement; and WCB's participation in the funding of this Easement. The number, size and location of the signs are subject to the Grantor's approval, which approval may not be unreasonably withheld. RMEF or WCB will be responsible for erecting and maintaining such signs.

E. Uses and Practices: Grantee and Grantor intend that this easement shall confine the uses of the Property to agricultural use, and residential use associated with the agricultural use of the Property, and the other uses which are described herein. Examples of uses and practices which are consistent with the purpose of this Easement and which are hereby expressly permitted, are set forth in Section III attached hereto and incorporated herein by this reference. Examples of uses and practices which are inconsistent with the purpose of this Easement, and which are hereby expressly prohibited, are set forth in Section IV attached hereto and incorporated herein by this reference. The uses and practices set forth in Sections III and IV are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities, and to provide guidance in determining the consistency of other activities with the purpose of this Easement.

F. Reserved Rights: Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein, poses no serious threat of material damage to the Conservation Values and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved: (i) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the purpose of this Easement and in accordance with applicable laws; and (ii) all right, title, and interest in subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, consistent with applicable law, and shall be approved by Grantee pursuant to Section V prior to any exploration or extraction, which approval may not be unreasonably withheld.

SECTION III: PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted as set forth herein. These uses and practices may not be precluded or prevented by this Easement, except when this Easement requires prior approval of an activity by the RMEF as provided in Section V of this Easement or when such use or practice is conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section IV of this Easement.

A. Residential Facilities: The Property currently has a ranch headquarters, consisting of a main house, guest house, barns, garage, grain silos, and outbuildings. The ranch headquarters is within a ten (10)-acre "HQ Residential Lot Site" in Parcel one and located approximately as shown on attached Exhibit "B". In addition, one single-family residence with outbuildings currently exists within a five (5)-acre "Existing Residential Lot Site"; in Parcel Four, and located approximately as shown on attached Exhibit "B". One (1) additional five (5) acre "Reserved Residential Lot Site" is reserved, and may only be located in Parcel Two at a site approximately as shown on Exhibit "B" on the Property so as to minimally impact the Conservation Values and is subject to the prior approval by the RMEF as provided in Section V of this Easement which approval shall be obtained prior to any development of the site, which approval may not be unreasonably withheld. These Residential Lot Sites, totaling three (3) in number one (1) 10-acre HQ Residential Lot Site, one (1) 5-acre Existing Residential Lot Site, and one (1) 5-acre Reserved Residential Lot Site are all approximately located as shown on Exhibit "B". Those structures existing at the time of the granting of the easement will be described in the Baseline Documentation referred to in Section X.

The Grantor has the right to construct or place, maintain, repair and replace one (1) single-family residence and three (3) associated outbuildings on the 5-acre Reserved Residential Lot Site described in Exhibit "B". Any existing or allowed residence or associated outbuilding on the currently existing 10-acre HQ Residential Lot Site or the 5-acre Existing Residential Lot Site may be maintained, repaired or replaced with a similar structure within the respective Residential Lot Site. Additionally, Grantor may construct, maintain, repair and replace additional outbuildings within the Residential Lot Sites, for residential support, ranching, or recreational purposes. No existing or allowed outbuilding on the Property shall include dwelling spaces nor be used for human habitation. The Grantor may use the allowed ranch house / residence in the HQ Residential Lot Site for bed and breakfast facility or home office and the allowed residences within the Existing and Reserved Residential Lot Sites for home offices. The Grantor also has the right to construct, reconstruct, maintain and repair, if necessary, utilities and an access road, subject to RMEF's prior approval, to each residence, and associated outbuilding(s). Any utility corridor and/or roadway must follow the least damaging feasible route.

B. Recreational Uses: Unless otherwise restricted herein, any recreational use that does not adversely impact the Conservation Values, in particular wildlife and wildlife habitat, is permitted.

The following recreational uses are expressly agreed to by the parties:

1. **Hunting and Fishing:** Hunting, fishing, trapping and predator control, in a manner consistent with state and federal laws and regulations, are permitted on the Property.

2. **Winter Recreational Activities:** Noncommercial winter recreation will be limited to family members and invited guests and will be conducted in a manner that minimizes disturbance to wintering wildlife such as elk, antelope, deer, and other migratory species.

C. **Ranching Facilities:** The Grantor may construct, maintain, replace and repair corrals, barns, and sheds as may be necessary for ranching activities permitted by this Easement, without the prior approval of the RMEF. No such structure constructed, maintained, repaired or replaced for ranching purposes may be used for a dwelling place or human habitation. The Grantor may also construct, maintain, replace and repair fences on the Property without prior approval of RMEF, provided that fences will meet "wildlife friendly" standards (as described in Exhibit "D") when constructed or reconstructed. Landowner is not required to upgrade existing fences prior to reconstruction. Big game proof fences are permitted immediately around harvested crops (e.g., haystacks) or around or within the Residential Lot Site(s) and the two (2) areas comprised of no more than one hundred fifty (150) total acres of intensive agricultural use, as shown approximately in Exhibit "B", without prior approval of RMEF. Pursuant to Section IV, no other big game proof fences will be constructed on the Property.

D. **Utilities:** The Grantor may construct or install utility structures and/or systems, including renewable energy structures such as a windmill and solar panels or geothermal systems, which do not adversely impact the Conservation Values and are necessary for the permitted ranching activities and/or existing or permitted residential, recreational and associated outbuilding facilities. Provided however, that such utility structures and/or systems must be located within allowed Residential Lot Site(s) and/or Intensive Agricultural Areas., unless Grantor obtains RMEF's prior written approval as provided in Section V to locate any such structures or systems outside of the Residential Lot Site(s) or Intensive Agricultural Areas. Any incidental sale of energy to the grid shall not be deemed in violation of this provision, provided the renewable energy system is primarily designed and scaled to solely provide energy for the Property and its permitted uses. The Grantor may not grant a major utility corridor right-of-way across the Property. However, in the circumstance where eminent domain statutes apply and clear public necessity has been demonstrated to the parties, such a right-of-way may be granted by the mutual agreement of the parties.

E. **Roads:** The Grantor may maintain existing roads and, with prior approval of the RMEF pursuant to Section V, may construct new roads as necessary for the permitted uses of the Property under the terms of this Conservation Easement. Provided, however, any road shall be sited, constructed, and maintained to minimize adverse effect on the Conservation Values of the Property. Other than roads permitted in Section III, RMEF may refuse to approve any new road which threatens to adversely impact the Conservation Values of the Property. Any road constructed for temporary use must be vegetatively stabilized and protected from erosion within six (6) months after discontinued use. The Grantor may only grant road right-of-way easements

across the Property with the prior approval of the RMEF as provided in Section V of this Easement.

F. Off-Road Vehicles: The use of off-road vehicles may be necessary in property and livestock management and retrieval of harvested big game animals, and such use is therefore expressly permitted consistent with Subsection IV.I., provided that reasonable efforts are made to minimize any adverse impact of the use, such as consistent with the terms and intent of this Easement and protection of the Conservation Values.

G. Range Management and Ranching Activities: The Grantor may use the Property for common or typical ranching and farming activities, including farming, hay production, grazing, feeding, breeding, raising, and managing livestock, including cattle, horses, sheep, goats, swine and all others not excluded in Section IV, provided these activities do not threaten or cause material damage to the Conservation Values.

Sound range stewardship and livestock management are integral to the protection of the wildlife habitat and other Conservation Values protected by this Easement. As such, all activities affecting range health will be conducted in a manner that fosters and/or maintains the ecological function of the land, water processes and plant community succession. The Grantor has prepared a Grazing Plan based on current and historical grazing capacities and utilizations which is included in the Baseline Documentation.

Livestock grazing shall not exceed a degree of use described as full by the United States Department of Agriculture - Natural Resource Conservation Service ("NRCS"), as identified in Exhibit "C", attached hereto, and shall not materially degrade or deteriorate the range resource and wildlife and riparian habitat. It is acknowledged by the Grantor and RMEF that due to the nature of feeding and watering livestock there may be localized areas of high impact on the Property. These high impact areas may permissibly exceed the degree of use described as full in Exhibit "C", provided such overused areas are not representative of the overall range condition of the Property, comprise less than ten (10) percent of pasture area, are not a permanent condition on the Property in that they are provided an opportunity to recover from time to time throughout the year, and do not impair or interfere with the Conservation Values protected by this Easement.

If the RMEF determines that grazing exceeds a full degree of use as described by the NRCS, then the Grantor will have no more than one (1) year to implement changes to the existing Grazing Plan in order to improve range conditions, including but not limited to, reducing carrying capacities, delaying spring grazing turnouts or improving pasture conditions by reseeded. After one (1) year if grazing conditions have not returned to at least a full degree of use, RMEF may require the Grantor to prepare a new Grazing Management Plan ("GMP") which must be designed to improve range conditions to at least a full degree of use.

Any new GMP shall be prepared by a qualified natural resource specialist and shall be reviewed and approved by the RMEF, as provided in Section V. The RMEF reserves the right to have professional consultants review the GMP and make on-site evaluations to provide

recommendations to the RMEF and the Grantor.

If a GMP is required, the GMP shall be prepared within one (1) year of the RMEF's notice that a GMP is required and shall be paid for by the Grantor. The GMP will consider the long-term health of the range resource and wildlife habitat. The GMP will describe appropriate use levels, seasons of use, kinds of livestock that will be grazing and necessary management practices. The GMP must meet all applicable state and federal laws, policies, guidelines, and regulations. Once a GMP is required, all livestock grazing taking place on the Property must comply with the GMP.

H. Division or Subdivision of the Property: The Property, prior to the Conservation Easement, is divided into four (4) parcels, each of which may be conveyed individually, and such conveyance is permitted. These four parcels are specifically identified as Parcels, One, Two, Three, and Four, as described in attached Exhibit "A", and are identified in the Baseline Documentation. Boundary line adjustments between adjacent parcels among the existing four parcels on the Property are expressly allowed after the prior approval of RMEF pursuant to Section V. Such permitted boundary line adjustments may occur up to three (3) times and RMEF will not be entitled to recover its costs associated with reviewing such proposed adjustments. RMEF may consider and approve additional boundary line adjustments, provided that after three (3) proposed boundary line adjustments, any associated costs incurred by RMEF will be paid by Grantor. Failure to notify RMEF of such a boundary line adjustment shall in no way effect the perpetual nature or enforceability of this Easement, and any boundary line adjustment without RMEF's prior approval will be void. Any other action that creates an actual or *de facto* division or subdivision of the Property is expressly prohibited.

Whether conveyed as a single tract, as separate parcels or as a part of a boundary line adjustment, as expressly allowed by this Subsection H, any document conveying this Property shall expressly state that the Property is subject to all the terms and conditions of this Conservation Easement. In the event of any division or subdivision of the Property, prior to or simultaneous with the division, the Grantor and RMEF shall enter into an amended conservation easement to reflect the division of the Property and the allocation of residential rights and the Grantor shall be responsible for RMEF's reasonable costs of such amendment. In the event the Property is conveyed without such amendment and no allocation of the residential rights is made in the documents of conveyance, none of the additional residences will be permitted on the transferred parcels. Furthermore, if the Grantor elects to undertake permitted division or subdivision of the Property, the Grantor shall notify RMEF at least thirty (30) days prior to such division or subdivision.

I. Water Resources: In accordance with applicable laws and regulations, the Grantor may maintain, enhance and develop any new or existing water resources on the Property for permitted agricultural and ranching activities, domestic needs, fish and wildlife uses and private recreation. The Grantor may not sever any water rights from the Property except to legally designate those water use rights for in-stream flows. The Grantor will make reasonable efforts to ensure continuation of instream flows. Such activities may include stream bank stabilization,

improvement to the quality and quantity of water available, and development of watering facilities and ponds or drilling wells, provided such activities are conducted in a manner consistent with state and federal laws and regulations and do not conflict with the intent of this Easement.

J. Agrichemicals and Biological Controls: The Grantor may use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and grazing objectives and/or to improve wildlife habitat. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the Conservation Values of the Property.

K. Cultivation, Farming, and Agriculture Intensive Area: The Grantor may plow, cultivate and/or farm on those croplands identified as plowed, cultivated or farmed lands in the Baseline Documentation referred to in Section X and described in Exhibit "E". In addition, within the Residential Lot Sites and within the two Intensified Agricultural Areas, which shall not be more than one hundred and fifty (150) acres total, located approximately as shown on Exhibit "B", gardening, orchards, vineyards, greenhouses, raised planting beds and landscaping are permitted. The introduction of any noxious or detrimental species is expressly prohibited in accordance with the provisions of Section IV. Any other plowing, cultivation, or farming on the Property must have the RMEF's prior written approval, pursuant to Section V of this Easement.

L. Habitat Improvement: Subject to other provisions of this Easement, the Grantor reserves the right to undertake habitat improvement projects that will enhance aquatic and terrestrial wildlife habitat, with an emphasis on improving the land as elk habitat. Juniper removal is a habitat improvement activity. All such activities undertaken shall protect or enhance the Conservation Values of the Property. Pursuant to Section IV, the Grantor will not introduce into the Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies.

M. Residual Rights: Except as limited by this Easement, the Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose consistent with this Easement. The rights reserved pursuant to this Subsection M shall not be deemed "expressly reserved" or "expressly permitted" for any other purpose of this Easement.

SECTION IV: PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or which is likely to cause material damage to the Conservation Values is expressly prohibited. The Grantor states and agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are deemed to be inconsistent with the purposes of this Easement, and shall be prohibited.

A. Commercial or Industrial Facilities and Activities: Any commercial, recreational or industrial activities that damage the rangeland, grazing land or grassland, or interfere with wildlife or wildlife habitat or grazing are prohibited. The Grantor will not establish, allow or conduct any commercial or industrial facilities or activities on the Property, other than those expressly permitted in Section III of this Easement. Prohibited commercial uses include, but are not limited to, any restaurant, night club, campground, trailer park, motel, hotel, commercial swimming pool, gas station, retail outlet or facility for the manufacture or distribution of any product that would likely cause material damage to the Conservation Values.

B. Game Farming or Game Farm Animals: The Grantor shall not construct, conduct, or operate a game farm, or raise or hold game farm animals or alternative livestock on the Property, including penned, enclosed or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tailed deer, mule deer, black-tailed deer, coues deer, elk, moose, antelope, mountain sheep, mountain goat, red deer, and any other cloven-hoofed ungulate which is indigenous to California and any non-indigenous or exotic cloven-hoofed ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to California provided, however, that "traditional" domestic livestock, including domestic cattle, domestic sheep, domestic goats, domestic pigs, domestic horses and domestic llamas are not included in the definition of game farm animals.

C. Wildlife Harassment: Harassment of elk or other wildlife, as defined by California law, by people, vehicles or domestic animals is prohibited. Lawful hunting and hazing of wildlife as directed and specifically recommended by the state wildlife management agency, to protect crops from wildlife depredation or as a management technique, is not wildlife harassment.

D. Alteration of Watercourses and Topography: The Grantor shall not change, disturb, alter, excavate, or impair any watercourse or wetland on the Property, except as expressly permitted by Section III, of this Easement. The Grantor will not change the topography of the surface of the Property except as incidental and necessary to expressly permitted activities.

E. Noxious and Detrimental Species. The Grantor shall not introduce into the Property any plant species designated as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies.

F. Subdivision: Notwithstanding that the Property may have been subdivided prior to the granting of this Conservation Easement, except as expressly provided for in Section III, Subsection H of this Easement, The Grantor does not have the right to divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property.

G. Construction: The Grantor shall not construct any structures or facilities except as specifically provided for in Section III.

H. Roads: The Grantor shall not construct any new roads except as specifically provided for in Section III.

I. Off-Road Vehicles: The Grantor shall not use vehicles off existing roads in a manner that may result in significant erosion of the soil, impact on the natural appearance of the Property or interference with the use of the Property by wildlife. Any off-road vehicle use must be consistent with the first sentence of this Subsection and with Section III. All other off-road vehicle use is prohibited.

J. Commercial Feed Lot: The Grantor shall not establish or maintain any commercial feedlot. For the purposes of this Easement, a commercial feed lot shall be defined as a permanently constructed, confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this subsection shall prevent Grantor from seasonally confining the Grantor's livestock into an area for feeding and livestock management consistent with historical practices.

K. Dumping and Deposit of Hazardous Waste: No trash, debris, ashes, sawdust, and other non-compostable refuse may be dumped or otherwise disposed of on the Property, except that waste generated on the Property by the uses permitted in this Easement, and permitted by applicable state and federal laws, may be disposed of on the Property so long as there are no adverse impacts to the Conservation Values protected by this Easement. If the Grantor becomes aware of any accidental, illegal, or other placement or spilling of hazardous waste or toxic materials on the Property, the Grantor shall notify the RMEF on a timely basis.

L. Utilities: Other than those permitted in Section III, additional utility structures and systems are prohibited.

M. Mineral Activities: All surface or open pit exploration for extraction or removal of minerals, rock, gravel, or sand found in, on, or under the Property is prohibited except in compliance with Treas. Reg. § 1.170A-14 (g)(4)(ii), and then only for non-commercial use on the Property. Sub-surface or other exploration or extraction of oil, gas, rock, gravel, sand, or other minerals, including the lease, sale, or other disposition of the rights to such materials, shall not damage, impair or endanger the Conservation Values and shall be in accordance with applicable law, and shall be approved by RMEF pursuant to Section V of this Easement prior to any exploration or extraction. Any surface disturbance, including roads, resulting from permitted exploration or extraction activities shall be restored upon completion of such activities to a condition similar or equivalent to its state prior to the disturbance by restoring soils and replanting suitable native vegetation.

N. Billboards: The Grantor shall not construct, maintain, or erect any commercial signs or billboards on the Property. Small signage may, however, be displayed to state the name of the owner and the Property and that the Property is protected by this Easement, to prohibit any unauthorized entry or use, or to advertise for the sale of the Property or goods produced on the Property.

O. Aircraft Facilities: The Grantor shall not construct or erect any aircraft facilities or aircraft landing facilities on the Property.

P. Cultivation or Farming: Farming, plowing or any type of cultivation not permitted in Subsection III without prior written approval of RMEF is prohibited.

Q. Game Proof Fences: Grantor shall not construct any big game proof fences, defined as any fence which cannot be crossed by elk, deer or other big game wildlife, except in the Residential Lot Site(s) or as specifically permitted in Section III.

SECTION V: PRIOR APPROVAL OF ACTIONS BY RMEF

If any provision of this Easement requires the Grantor to obtain the prior approval of the RMEF before performing any activity or undertaking any use on the Property, or if the Grantor proposes to undertake any activity or use that is contemplated but not expressly addressed in Section III or Section IV of this Easement, then the Grantor shall not perform that activity or undertake that use until Grantor has satisfied the notice and approval provisions of this Section. Nothing in this Section shall prohibit or limit in any manner the ability of the RMEF to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice: Prior to the commencement of any activity or use which requires the RMEF's approval or notice to RMEF, the Grantor will notify the RMEF in writing of the activity, or use which the Grantor intends to undertake. This notice must inform the RMEF of all material aspects of such proposed activity or use. The Grantor will send such notices to the RMEF by registered or certified mail, return receipt requested, addressed to the RMEF at P.O. Box 8249, Missoula, Montana 59807-8249 or 5705 Grant Creek Road, Missoula, Montana 59808 (for commercial courier delivery), Attention: Lands and Conservation Programs, or to such other address as the RMEF may designate in writing. In the event notice only is required, such notice is complete upon RMEF's receipt of the notice.

B. RMEF's Response: If Grantor's proposed activity requires approval, the RMEF shall have forty-five (45) days from the date that it receives such notice, as indicated by the registered or certified return receipt, to review the proposed activity or use and to notify the Grantor of any objections that it may have to the activity or use. The objections, if any, shall be based upon the RMEF's opinion that the proposed activity or use may cause material damage to the Conservation Values and is therefore inconsistent with the purpose and/or provisions of this Easement. If in RMEF's sole opinion, the notice does not inform RMEF of all material aspects of such proposed activity or use, the RMEF's response may be a temporary objection, specifically requesting additional material information. RMEF shall then have forty-five (45) days from the date it receives additional requested information, as indicated by the registered or certified return receipt, to review the proposed activity, use, or enterprise, and to notify the Grantor of any objections that it may have to the activity, or use. If, in the RMEF's judgment, the proposal set forth by the Grantor can be modified to avoid material damage to the Conservation Values and therefore conform with the purpose and provisions of this Easement, then the response shall inform the Grantor of the manner in which the proposed activity or use can be modified to be consistent with this Easement. Except as provided in Subsection C of this Section, the Grantor may commence or conduct the proposed activity or use only if it receives

the RMEF's express written approval, and only in the manner explicitly proposed by the Grantor and approved by the RMEF. The RMEF will send such response to the Grantor by registered or certified mail, return receipt requested, addressed to the Grantor Stephen N. and Pamela S. Townley, 1039 Townsend Road, Montague, California 96064, or to such other address as the Grantor may designate in writing.

C. RMEF's Failure to Respond: If the RMEF fails to post its response to a proposal sent to it by the Grantor within forty-five (45) days after it receives the proposal, then the proposed activity or use shall automatically be deemed consistent with the terms of this Easement, and the RMEF will have no further right to object to the activity, use or enterprise described in the proposal.

D. Force Majeure: The Grantor will not be obligated to send any prior notice to the RMEF, and the RMEF will not be entitled to bring any action against the Grantor, with respect to any prudent, good faith activity undertaken by the Grantor to prevent, abate, or mitigate injury to the Property immediately before, during, or following fire, flood, storm, earth movement, acts of war, and similar causes beyond the control of the Grantor. The Grantor will promptly inform the RMEF of injury to the Property caused by such events or actions. In the event the Grantor wishes to take reasonable actions, not otherwise permitted under this Easement to prevent, abate or mitigate less immediate threats to the Property, Grantor and RMEF must mutually agree in writing to any action. RMEF shall not unreasonably withhold approval of any such action that does not materially threaten or impact the Conservation Values this Easement protects.

SECTION VI: BREACH, RESTORATION AND REMEDIES

A. Right to Injunction: The Grantor and RMEF recognize that money damages, or other non-injunctive relief, may not adequately remedy a violation of the terms of this Easement. Therefore, the Grantor and RMEF hereby agree that any violation may be subject to injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal and other equitable means. The Grantor and RMEF also agree that no proof of damages, or the inadequacy of other remedies, shall be required of either Party, in seeking any such injunctive relief.

B. Right to Restoration: In addition, RMEF shall have the right to enforce the restoration of any and all of the Conservation Values damaged by activities in violation of this Easement. Such restoration shall be, as nearly as possible, to the condition of the Property that existed prior to such injury.

C. Right to Recover Damages: In the event of a violation of the terms of this Easement, in addition to the other remedies provided for in this Section VI, and any other remedies available in law or equity, RMEF shall also be entitled to recover all damages necessary to place RMEF in the same position that it would have been in before the violation, including, but not limited to, the costs of restoration of the Property as provided in Section VI(B), above.

D. Costs and Attorney's Fees: In addition to any other damages to which it may be entitled, RMEF shall be entitled to recover the costs of enforcement of any of the terms of this Easement, including, but not limited to, actual attorney's fees, expenses and court costs, provided that RMEF is, at least in substantial part, the prevailing Party in any such action.

E. Cumulative Remedies: The remedies of RMEF set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by RMEF if there is an actual or threatened violation of this Easement.

F. Delay in Enforcement: Any forbearance on behalf of RMEF to exercise its rights hereunder in the event of any breach by Grantors or their respective heirs, personal representatives, or assigns shall not be deemed or construed to be a waiver of RMEF's rights hereunder in the event of any subsequent breach.

G. Other Parties: These remedies may be sought by any other party authorized by state law to enforce the terms and conditions of Conservation Easements.

SECTION VII: COSTS AND TAXES

The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code section 402.1.

SECTION VIII: HOLD HARMLESS AND INDEMNITY

The Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents and contractors and the heirs, personal representatives successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses damages, expenses, causes of action, claims, demands, or judgments, including, without limitation reasonable attorneys' fees, arising from and in any way connected with injury to or the death of any person, or physical damage to any property, resulting in any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties.

SECTION IX: GRANTEE NOT OPERATOR

Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property, of Grantor's

activities on the Property or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or the Carpenter Presley Tanner Hazardous Substance Account Act, California Health and Safety Code sections 25300-25394, or any other federal, state, or California law or regulation making operations of property responsible for remediation of contamination.

SECTION X: BASELINE DOCUMENTATION

The parties agree that the specific Conservation Values of the Property and other natural resources and development on the Property are documented in a report furnished by the Grantor to the RMEF to be kept on file at the offices of the RMEF and WCB, which documentation ("Baseline Documentation") the parties agree provides an accurate representation of the Property as of the effective date of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i).

In order to establish the present condition of the Conservation Values, Grantee has examined the Property and prepared a report (The "Baseline Documentation Report") containing an inventory of the Properties relevant features and conditions, its improvements and its natural resources (the "Baseline Data"). A copy of the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with Grantee. The Baseline Documentation Report has been signed by Grantor and Grantee, and thus acknowledged to represent accurately the condition of the Property at the date of the conveyance of this Easement. The parties intend that the Baseline Data shall be used by Grantee to monitor Grantor's future uses of the Property, condition thereof, and practices thereon. The parties further agree that in the event a controversy arises with respect to the condition of the document, survey, or report to assist in the resolution of the controversy, Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the situations of Grantor may result in an evolution of agricultural uses of the Property, provided such uses are consistent with this Easement.

In the event that range or habitat conditions significantly improve on the Property, the parties may agree to prepare an updated baseline documentation to reflect the improved conditions. The updated inventory of baseline data must be approved in writing by the parties. Upon approval by the parties, the updated baseline documentation will be used as the baseline for future monitoring and compliance with the terms of this Easement. All costs associated with preparing or updating the Baseline Documentation Report are the responsibility of Grantor.

SECTION XI: ASSIGNMENT OF EASEMENT

RMEF's interest in the Property created by this Easement (including any portion of it or any interest in it) shall not be assigned, sold, transferred, exchanged or otherwise conveyed with respect to the whole or any portion of the Property without the written approval of the State of

California, acting through the Wildlife Conservation Board ("WCB"), or its successor. Such approval shall not be unreasonably withheld so long as the Conservation Easement shall continue to be held, administered, maintained, enforced and defended in a manner consistent with this Agreement, including the Purposes of Grant set forth in Section I, and each successor-in-interest assumes and agrees in writing to be bound by the terms, covenants and conditions of this Agreement.

The RMEF may transfer or assign its interest in the Property created by this Easement, with the prior approval of the WCB or its successor, to a "qualified organization" (within the meaning of §170(h) (3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in §170(h)(4)(a) of said Code. The RMEF will provide Grantor and the California WCB forty-five (45) days notice of any proposed assignment and any recommendations that the Grantor provides within the forty-five (45) day period will be considered in the assignment process. The WCB may, within the forty-five (45) day comment period reasonably object to the proposed assignment, in which case RMEF will cooperate with the WCB to identify a potential assignee that would be agreeable to RMEF and the WCB. Any such qualified organization shall agree to enforce the conservation purposes of this Easement.

In the event of the material and uncured default of RMEF under this Easement or in the event that the existence of RMEF may be terminated for any reason, RMEF may, and the California WCB may require RMEF to, assign RMEF's rights and interests in this Conservation Easement to the WCB, or to another entity selected by WCB acceptable to RMEF, consistent with the assignment provisions set forth in this Section XI above, and which entity or organization must be authorized by California law to acquire and hold conservation easements and must be willing and financially able to assume all of the obligations and responsibilities of RMEF under this Easement. If the existence of RMEF is terminated for any reason, and RMEF has not previously assigned its rights and interests in this Conservation Easement as set forth above, then the interest in the Property created by this Easement shall immediately vest in the State of California.

SECTION XII: EXTINGUISHMENT OF DEVELOPMENT RIGHTS

The Grantor and RMEF hereby acknowledge the extinguishment of all development rights except as specifically reserved by the Grantor in Section III, herein. For the purpose of this Section XII, development rights shall be deemed to include all potential rights that are now or hereafter allocated to or inherent in the division of the Property or density for industrial, commercial or residential units on the Property including, but not limited to, all subdivision and density rights as well as the right to use any of the acreage of the Property in any acreage calculation having the effect of creating or contributing to additional development on or off the Property. The Grantor unconditionally and irrevocably relinquishes the right to transfer any such development rights. The Grantor and RMEF agree that all such development rights are hereby terminated and extinguished.

SECTION XIII: SUBSEQUENT SALE, EXCHANGE OR INVOLUNTARY CONVERSION

The Grantor and the RMEF agree that the conveyance of this Easement gives rise to a property right, immediately vested in the RMEF. The RMEF's property right in this Easement shall be based on the condition and improvements on the Property at the time that the Easement is established, and this condition shall be documented as referred to in Section X, above. For purposes of this Section, the RMEF's property right shall be deemed to have a fair market value equal to the proportionate value that this Easement bears to the entire value of the Property as a whole at the time of its creation. The parties agree that the Easement value is 28.3% of the fair market value ("FMV") of the Property at the time of the grant of this Easement. The parties also acknowledge that the California WCB has contributed One Million Three Hundred Twenty Seven Thousand Nine Hundred and No/100 dollars (\$1,327,900.00) towards the purchase of this Easement, and that WCB's contribution toward the purchase constitutes 100% of the FMV of this Easement. The FMV of this Easement referred to in this Section XIII is the value established by appraisal of the Easement and the Property by a qualified appraisal pursuant to Section 170(h) of the Code and associated Treasury Regulations. For the purposes of this Section XIII, the proportionate value of the RMEF's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation §1.170A-14(g)(6)(i), or extinguishment of a portion of the RMEF's rights under this Easement due to an exercise of eminent domain, a condemnation action, or an involuntary conversion of the Property or a portion of the Property, the RMEF shall be entitled to a portion of the proceeds equal to such proportionate value of this Easement as established at the time of its creation, unless otherwise provided by California law.

All interpretations of the RMEF's property rights shall follow Treasury Regulation §1.170A. The Grantor hereby agrees to provide RMEF with a copy of the appraisal used to support any tax deduction associated with the donation of this Easement, for valuation purposes.

If all or any part of the Property is taken by exercise, or under threat of exercise, of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement in whole or in part, Grantor and RMEF shall act jointly to recover from the condemning authority the full value of RMEF's interest in the Property so taken or purchased, and all direct or incidental damages resulting therefrom. However, prior to the sale, transfer or exchange of the easement interest, RMEF must obtain the prior approval of the WCB or its successor. If any part of the Property is taken or transferred under threat of eminent domain without a judicial proceeding, the Grantor and RMEF shall obtain the approval of the California WCB of such non-judicial settlement. In the event all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority, by condemnation action or an involuntary conversion, so as to abrogate the restrictions imposed by this Easement, the Grantor shall and the RMEF may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by the Grantor and the RMEF in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between the Grantor and the RMEF in proportion to their interest in the Property, as

provided in the first paragraph of this Section. If the recovered proceeds are not sufficient to reimburse all reasonable expenses incurred by the Grantor and the RMEF, the recovered proceeds shall be divided between the Grantor and the RMEF in proportion to their reasonable expenses.

The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. The Grantor will notify the RMEF in writing of any conveyance of interest by sending written notice to the RMEF as provided in Section V. The Grantor agrees to provide notice of this Easement to successor owners of interest, and to any potential purchasers or subsequent owners. In the event the Grantor elects to sell the Property, the Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable. Failure to comply with the requirements of this paragraph shall in no way impact the perpetual nature or enforceability of this Easement.

SECTION XIV: MISCELLANEOUS PROVISIONS

A. Partial Invalidity: If any provision of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement: The Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of the RMEF, and that the RMEF's failure to exercise its rights under this Easement, in the event of any breach of this Easement by the Grantor, shall not be deemed or construed to be a waiver of the RMEF's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "RMEF": The term "Grantor," as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and their heirs, personal representatives, executors, successors and assigns. The term "RMEF," as used in this Easement and any pronouns used in place thereof shall mean the Rocky Mountain Elk Foundation, Inc., and its successors and assigns.

D. Titles: Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Liberal Construction: This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with in the California Land Use Easement Act, Cal. Civil Code §§ 815 through 816, inclusive; (West 2011).

F. Perpetuity of Easement: This Easement shall run with and burden the title to the Property in perpetuity and is binding upon, and will inure to the benefit of the Grantor's and the RMEF's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as the Grantor.

G. Governing Law: This Easement will be construed in accordance with California law.

H. Entire Agreement: This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

I. Compliance with Law: All uses and practices permitted by this Easement, including the Permitted Uses, will not exceed or violate but will be in full compliance with all applicable state and federal laws.

J. Attorney's Fees and Enforcement Costs of Suit: In addition to any other damages to which it may be entitled, RMEF shall be entitled to recover the costs of enforcement of any of the terms of this Easement, including, but not limited to, actual attorney's fees, expenses and court costs, provided that RMEF is, at least in substantial part, the prevailing Party in any such action.

K. Amendment: If an amendment to or modification of this Easement is made, the amendment or modification must be in compliance with the terms of this Easement, must strengthen the protection of the Conservation Values protected by this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both the parties, and recorded in the official records of Siskiyou County, California. The Grantor or, in the event of the Grantor's death, the personal representative of the Grantor may amend this Easement to be more restrictive regarding commercial recreational activities, in order to comply with the *de minimis* standard set forth in 26 U.S.C. §2031(c).

L. Conservation Easement Not Used for Security: This Conservation Easement may not be used as security for any debt of the RMEF without the written approval of the State of California, acting through WCB or its successor. This limitation shall not preclude Grantor from utilizing the underlying Property as security, subject to this Conservation Easement.

M. Carbon Credits: Grantors exclusively reserve all carbon rights appurtenant to the Property as may exist of the date of recordation hereof or as may be granted, discovered, created, declared or developed in the future, including but not limited to the right to trade, sell, transfer, or lease these rights, and the right to use, store, sequester, accumulate, and/or depreciate carbon within the Property. The Grantor shall ensure that the terms and conditions of the Conservation Easement are taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets that the Grantor proposes to authorize, create, sell, exchange or transfer. Grantor agrees to notify RMEF and WCB at least forty-five (45) days prior to any such proposed establishment. At least annually, Grantor agrees to provide RMEF and WCB with a summary of any activity by the Grantor to establish carbon credits or other emissions offsets with respect to the Property.

N. **Effective Date:** This Easement shall be effective when signed by all parties, and it is the intent of the parties that this Easement shall be effective in the year 2011.

IN WITNESS WHEREOF, the Grantor and the RMEF execute this Easement.

GRANTOR:
Stephen N. Townley as Trustee
of the Townley Family 2001 Trust

ROCKY MOUNTAIN ELK
FOUNDATION, INC.

By [Signature]
STEPHEN N. TOWNLEY, Trustee

By [Signature]
RODNEY J. FRIEPKE, Lori Parker
Chief Operating Officer

Pamela S. Townley as Trustee
of the Townley Family 2001 Trust

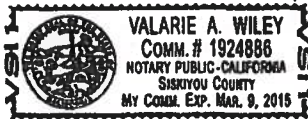
By [Signature]
PAMELA S. TOWNLEY, Trustee

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
County of Siskiyou)^{SS}

On this 31 day of July, 2012, before me, Valarie A. Wiley, Notary Public (here insert name and title of the officer), personally appeared Stephan N. Townley, as Trustee of the Townley Family 2001 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 he executed the same in his authorized capacity, and that by his 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.



(SEAL)

[Signature]
Valarie A. Wiley (printed name)
Notary Public
Residing at Greka, CA
My commission expires 3/9/2015

STATE OF CALIFORNIA)
County of Siskiyou) ss

On this 31 day of JULY, 2012, before me, Valarie A. Wiley, Notary Public (here insert name and title of the officer), personally appeared Pamela S. Townley, as Trustee of the Townley Family 2001 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.

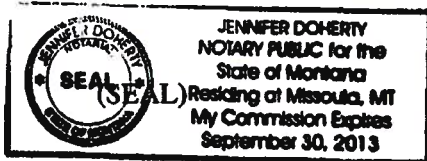


Valarie A. Wiley (signature)
Valarie A. Wiley (printed name)
Notary Public
Residing at Yreka, CA
My commission expires 3/9/2015

STATE OF MONTANA)
County of Missoula) : ss.

This instrument was acknowledged before me on this 6th day of August, 2012, by Lori Parker and Rodney J. Triepke, who is known to me to be the Chief Financial Operating Officer of the Rocky Mountain Elk Foundation, Inc. for which the instrument was executed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.



Jennifer Doherty (signature)
Jennifer Doherty (printed name)
Notary Public
Residing at Missoula, MT
My commission expires Sept. 30, 2013

EXHIBITS

- A- Legal Description of Property**
- B- Map of Property**
- C- NRCS Degree of Use**
- D- Wildlife Friendly Fencing**
- E- Agricultural Land Use Definitions**

EXHIBIT A

Legal Description

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

Parcel One

The East one half of the Northeast one quarter and the East one-half of the Southeast ¼ of Section 9; all of Section 10; the West one-half of Section 14; all of Section 15; the East one-half of the Northeast one-quarter and the East one-half of the Southeast one-quarter of Section 16, township 45 North, Range 5 West, Mount Diablo Meridian, excepting the fractional portions thereof conveyed by the deed recorded in Book 19 of Deeds at Page 168, Records of Siskiyou County California.

Parcel Two

The East ½ of Section 14, the North ½ of Section 13, and all that portion of the South ½ of Section 13, lying West of the center of the main channel of Hovey Gulch, all in Township 45 North, Range 5 West, Mt. Diablo Meridian.

Parcel Three

The West one-half of Section 11, Township 45 North, Range 5 West, Mount Diablo Meridian.

Parcel Four

All that portion of the South ½ of Section 13, Township 45 North, Range 5 West, Mt. Diablo Meridian, lying East of the Center of the main channel of Hovey Gulch and West of the Centerline of Snowden Hovey Gulch Road (Siskiyou County Road No. 7L001)



Exhibit B
Little Shasta West CE
Siskiyou County, California

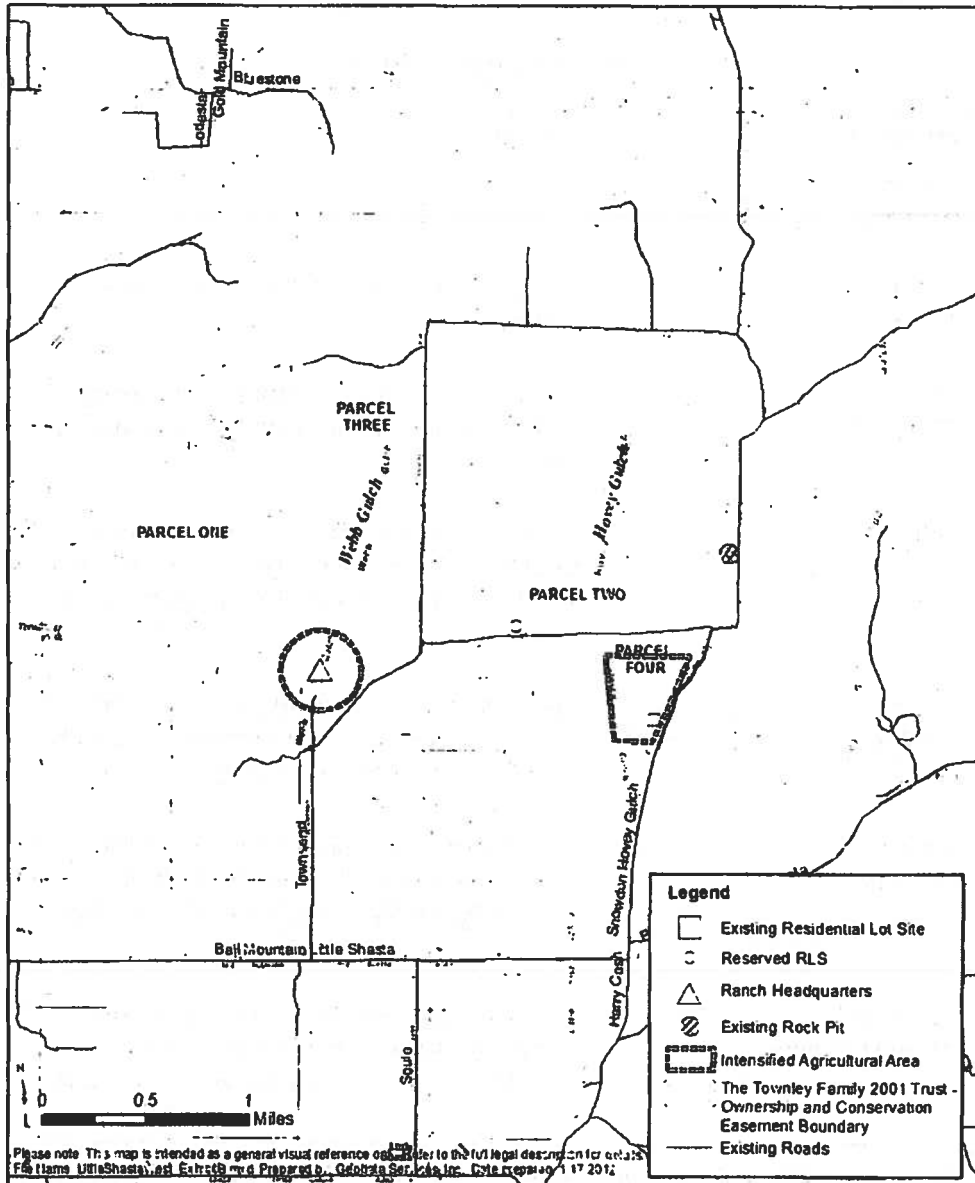


EXHIBIT C

NRCS Degree of Use

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service

MT-JS-WS-502
RANGE (Rev. July 1986)

Guide to Degree of Use

<i>Degree of Use</i>	<i>Description</i>
Unused 0 percent	No livestock use.
Slight 1-20 percent	Practically undisturbed. Only choice areas and choice forage grazed.
Moderate 21-40 percent	Most of the accessible range shows grazing. Little or no use of poor forage. Little trailing to grazing.
Full 41-50 percent	All fully accessible areas are grazed. Major sites have key forage species properly utilized. Overused areas less than 10 percent of pasture area.
Close 51-60 percent	All accessible range plainly shows use and major sections are closely cropped. Livestock forced to use much poorer forage.
Severe 61-80 percent	Key forage species almost completely used. Low-value forage carrying grazing load. Trampling damage is wide-spread in accessible area.
Extreme 81-100 percent	Range appears stripped of vegetation. Key forage species are weak from continual grazing of regrowth. Poor quality forage closely grazed.

1. Determine the degree of use at or near the end of the grazing period.
2. Proper use determination is based on key species on major sites, not total vegetation.
3. When properly grazed, the vegetation left will supply adequate cover for soil protection and will maintain or improve the quantity and quality of desirable vegetation.

EXHIBIT D

Wildlife Friendly Ideal Fencing

Unless otherwise agreed to in writing, new fences and reconstructed fences will meet the following:

Wildlife friendly fences should be low enough for adult animals to jump, high enough for animals to crawl under, and minimize the chance of tangling.

- A top wire or rail preferably no more than 40" above the ground, and no more than 42";
- At least 12" between the top two wires;
- At least 18" between the bottom wire or rail and the ground;
- Barbed wire or rail for the top, smooth wire on bottom.
- Posts at about 16-foot intervals; stays acceptable.
- Gates, drop-downs, or other passages where wildlife concentrate and cross.

EXHIBIT E

Agricultural Land Use Definitions

1. **Cropland:** Cropland is defined as all those lands currently or historically cultivated, including lands currently enrolled in the Conservation Reserve Program (CRP), as listed in FSA-578, Report of Commodities/Farm Tract Detail Listing, and as described and designated in the Baseline Documentation. Land listed as fallow in the FSA-578 is considered as cropland.
2. **Grazing Land:** All those lands excluding cropland and cultivated land as described and designated above and in FSA-578, Report of Commodities/Farm Tract Detail Listing, and listed in the Baseline Documentation.
3. **Intensive Agriculture:** All those agricultural activities as described in Section III-K and documented in the Baseline.