

Staff Report

Submission Date: May 20, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Lassen Canyon Nursery APA-22-18, Application to rescind property from the existing Williamson Act contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of Dry Farming and Row Crops.

Location: The project site is located on State Highway 97, south of the community of Macdoel on APNs 003-430-020, 003-430-080 and 003-430-090, Township 46N, Range 1W, Section 30, MDBM.

Exhibits: **A.** Map of Property Under existing Contract No. 71007
B. Location Map
C. Zoning Map
D. Boundary Line Exhibit Maps
 1. BLA-24-15
 2. BLA-24-16
 3. BLA-24-17
E. NRCS Soils Data and Map
F. Williamson Act Contract Amendment Questionnaire
G. Existing Contracts and Establishment of Agricultural Preserves

Background and Discussion

The proposed project is a request to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under one ownership. The subject property is approximately 189 acres which is currently under one contract, which has 3 different property owners. To accomplish this request, the Board of Supervisors would need to first approve the rescission of property from the existing Williamson Act contract, then the reentry into a new contract.

During the initial project review, it was found that four parcels do not meet the minimum requirements as at 21, 20, 20 and 25 acres, they are substandard in size. In response, the applicant has submitted three boundary line adjustment applications to merge the substandard parcels with adjacent parcels, creating one 75-acre parcel, one 76.1-acre parcel and one 40-acre parcel.

The project applicant did not propose to increase or decrease the acreage within Agricultural Preserve.

Existing Parcels

- APN 003-430-020 consists of two separate legal parcels, one approximately 53-acre parcel created by Grant Deed as recorded on December 27, 1952, in the Siskiyou County Records in Volume 306 at Page 435 and one approximately 21-acre parcel created by Grant Deed as recorded on January 20, 1953, in the Siskiyou County Records in Volume 308 at Page 126.
- APN 003-430-080 is one, 20-acre, legal parcel created by Grant Deed as recorded on September 23, 1958, in the Siskiyou County Records in Volume 410 at Page 542.

- APN 003-430-090 consists of three separate legal parcels, one approximately 20-acre parcel created by Grant Deed as recorded on November 15, 1950 in Volume 288 at Page 211, one approximately 25-acre parcel created by Grant Deed as recorded on December 9, 1952 in Volume 306 at Page 431 and one approximately 50-acre parcel created by Contract of Sale as recorded on July 29, 1946 in Volume 190 at Page 177.

Parcel History

Williamson Act Contracts

- The subject property is a portion of Williamson Act Contract No. 71007 (Clerk’s No. 14) as recorded on May 5, 1971, the Siskiyou County Records in Volume 621 at Page 129.

Agricultural Preserves

- The subject property is within an Agricultural Preserve as established by Board of Supervisor’s Resolution No 404, Book 2, adopted on January 28, 1969.

Analysis

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.

The existing Agricultural Preserve is comprised of non-contiguous properties that are also not owned in common, making the preserve nonconforming with the current guidelines. The existing preserve should be amended removing the subject parcels and an Agricultural Preserve created, consisting of only the subject parcels. Together the subject property qualifies for an Agricultural Preserve even though not all parcels are contiguous, they are owned in common, therefore meeting this requirement.

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 is comprised of Class IV irrigated soil and contains approximately 94.5-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>Proposed Acres +/-</u>	<u>Qualified Acres</u>	<u>Class</u>	<u>Ratio to Class I</u>	<u>Equivalent</u>
122	185		IV	2:1	92.5
162	4		IV	2:1	2
Total	189				94.5

Contract Requirements

Zoning

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

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) 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 parcels.

The 53-acre parcel within APN 003-430-020 and the 50-acre parcel within APN 003-430-090 exceed the 40-acre minimum parcel size, however the four remaining parcels are substandard in size at 25, 21 and two at 20 acres in size. However, this will be corrected by the proposed three Boundary Line Adjustments (BLA-24-15, BLA-24-16 and BLA24-17).

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 row crops and dry farming.

Compatible Uses

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.

The primary use of the property is farming, with the compatible use of a residential structure which is occupied by seasonal farm laborers.

Boundary Line Adjustment Findings

Per County Rules, Section VI. Item B, the Boundary Line Adjustment cannot be approved until the Board of Supervisors makes certain findings Pursuant to Government Code Section 51257.

Williamson Act Findings – Government Code Section 51257

1. Upon contract approval the subject parcels will be restricted to agricultural uses pursuant to Williamson Act guidelines for not less than 10 years.
2. No net decrease in the amount of restricted land will result from BLA-24-15, BLA-24-16 or BLA-24-17.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use as defined in Section 51222. The resultant parcels will be 40 acres, 75 acres and 76.1 acres, which exceed the 40-acre minimum required.
5. The BLA projects associated with this project will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The BLA projects associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA projects associated with this contract would not result in a greater number of developable parcels than existed prior to the adjustment and this BLA is consistent with the Siskiyou County General Plan.

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

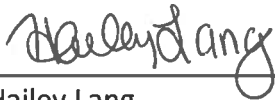
Agricultural Preserve Administrator Recommendation

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 and Government Code Section 51257.

The Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution amending the existing agricultural preserve to remove the subject property and create a new preserve consisting of the subject property. Also, adopt a resolution rescinding the 189 acres from the existing contract and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use Intensive Farming.

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 May 20, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

Lassen Canyon Nursery APA-22-18 Property Under Contract No. 71007

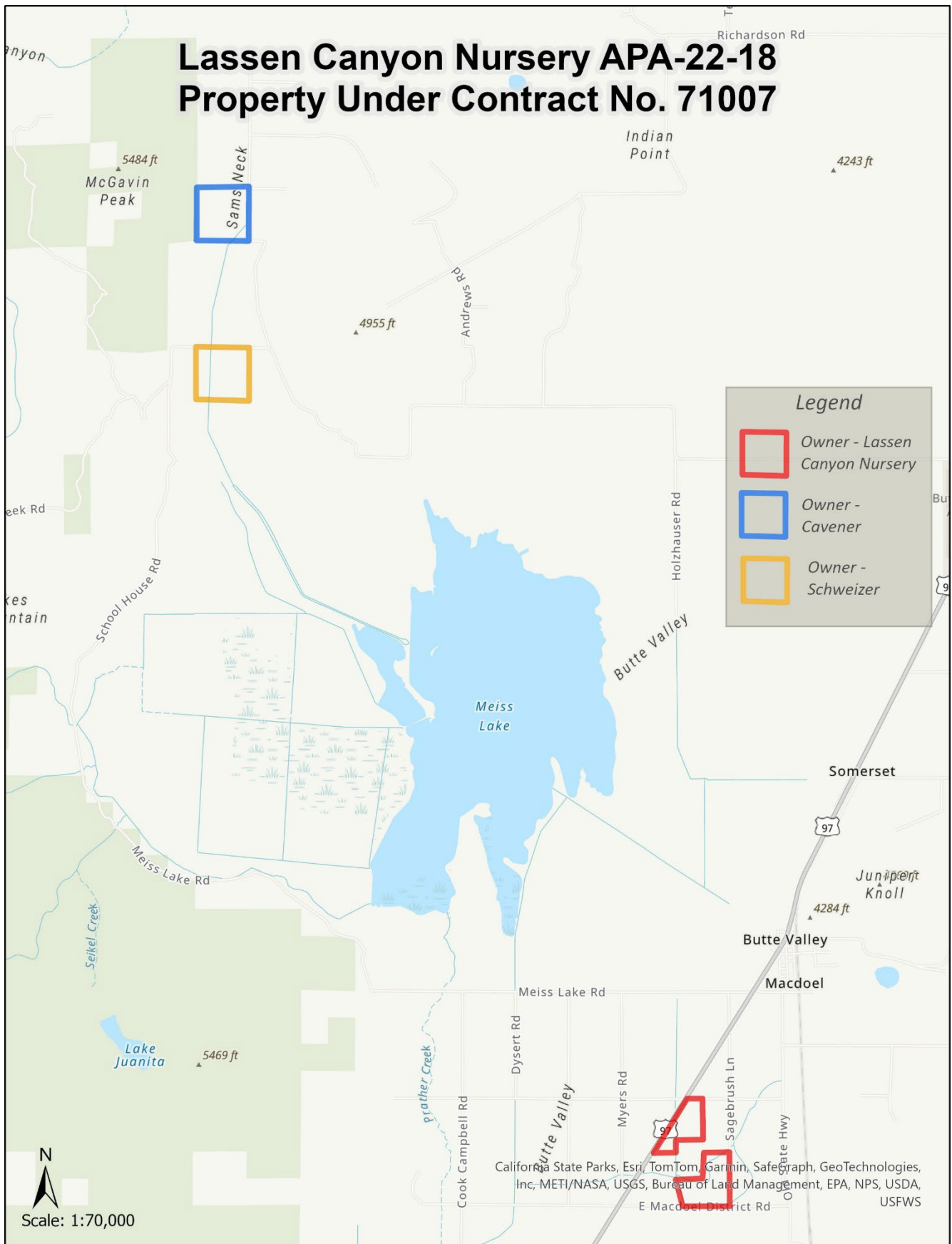


Exhibit A

Exhibit C

Lassen Canyon Nursery APA-22-18 Location Map

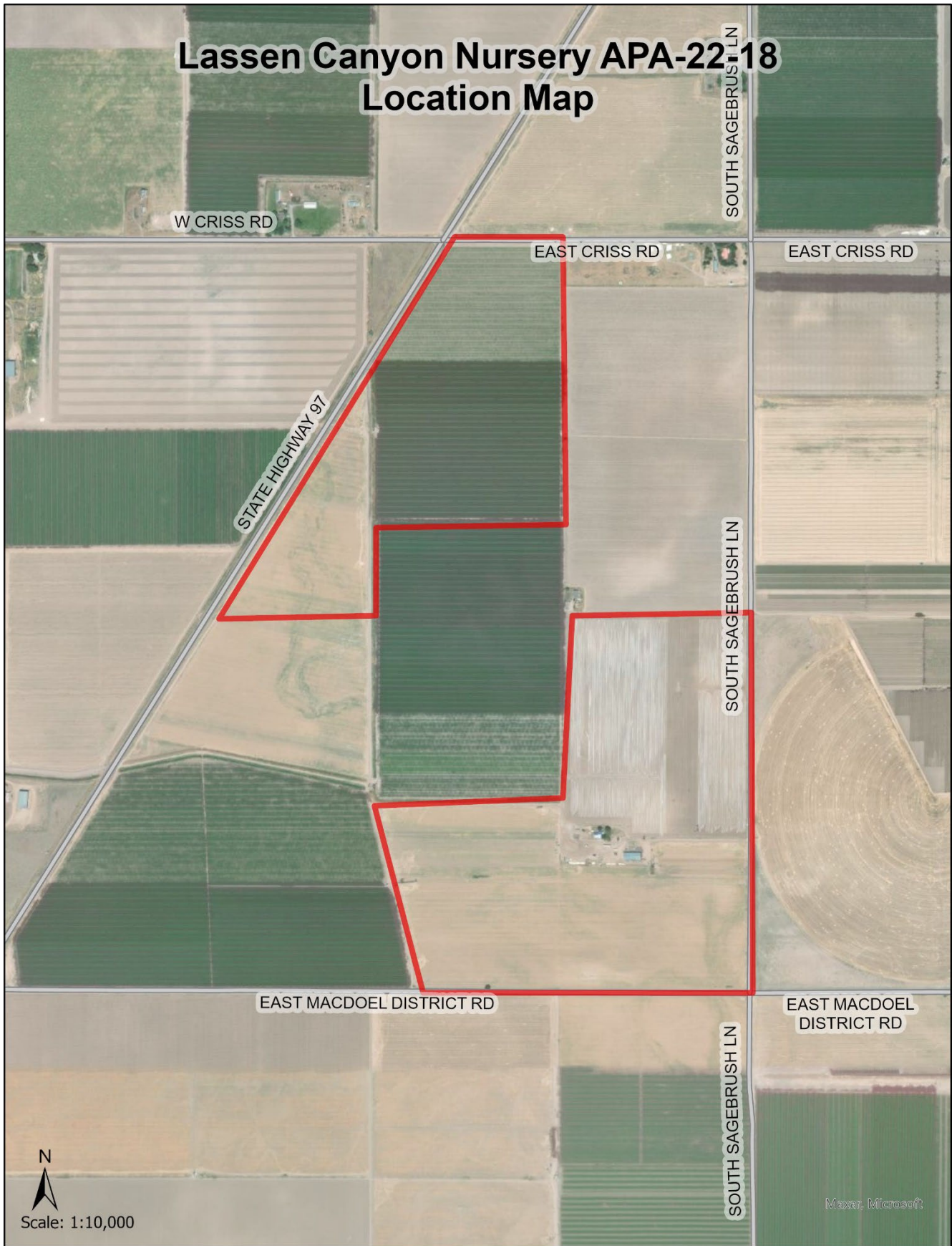


Exhibit B

Exhibit C

Lassen Canyon Nursery APA-22-18 Zoning Map

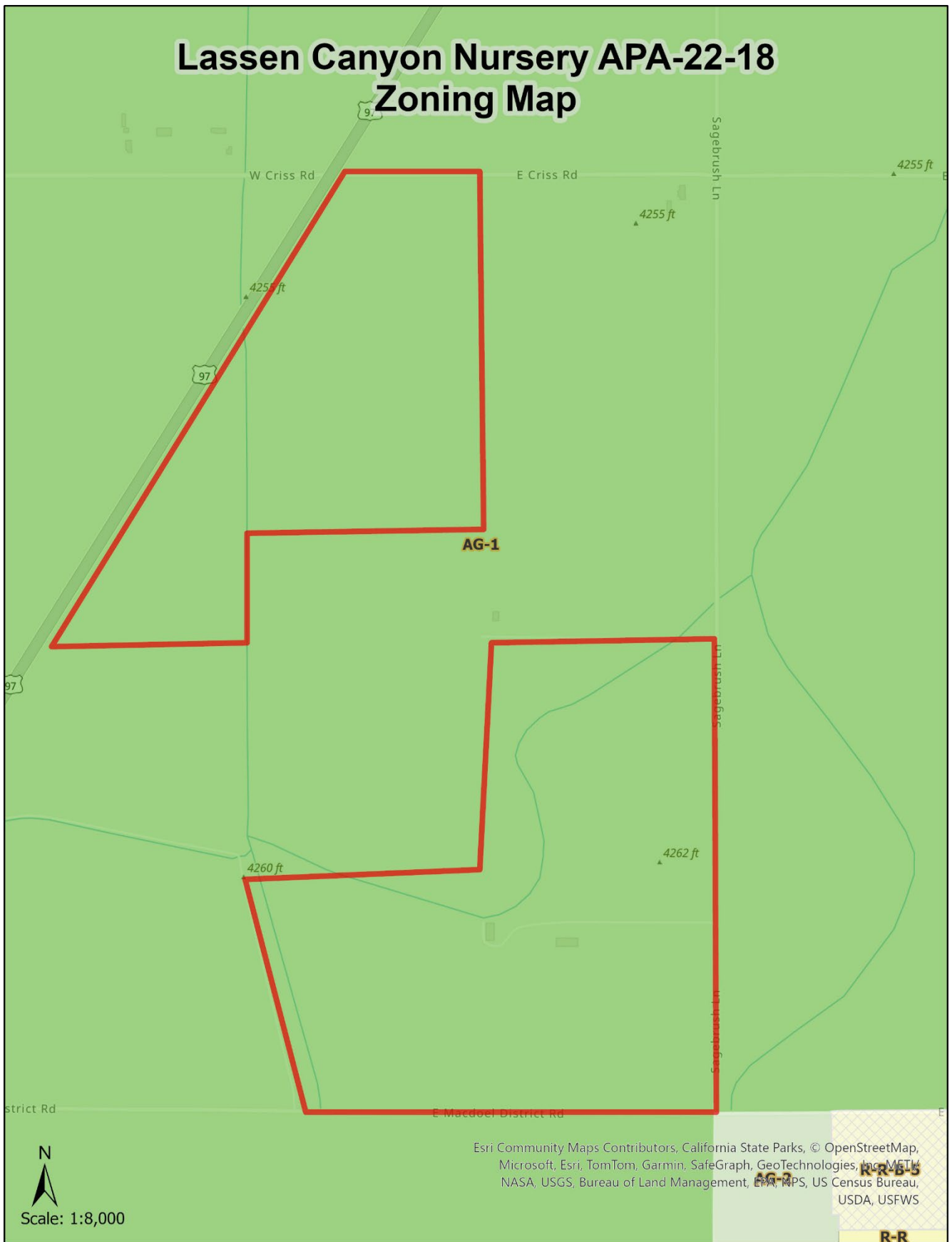
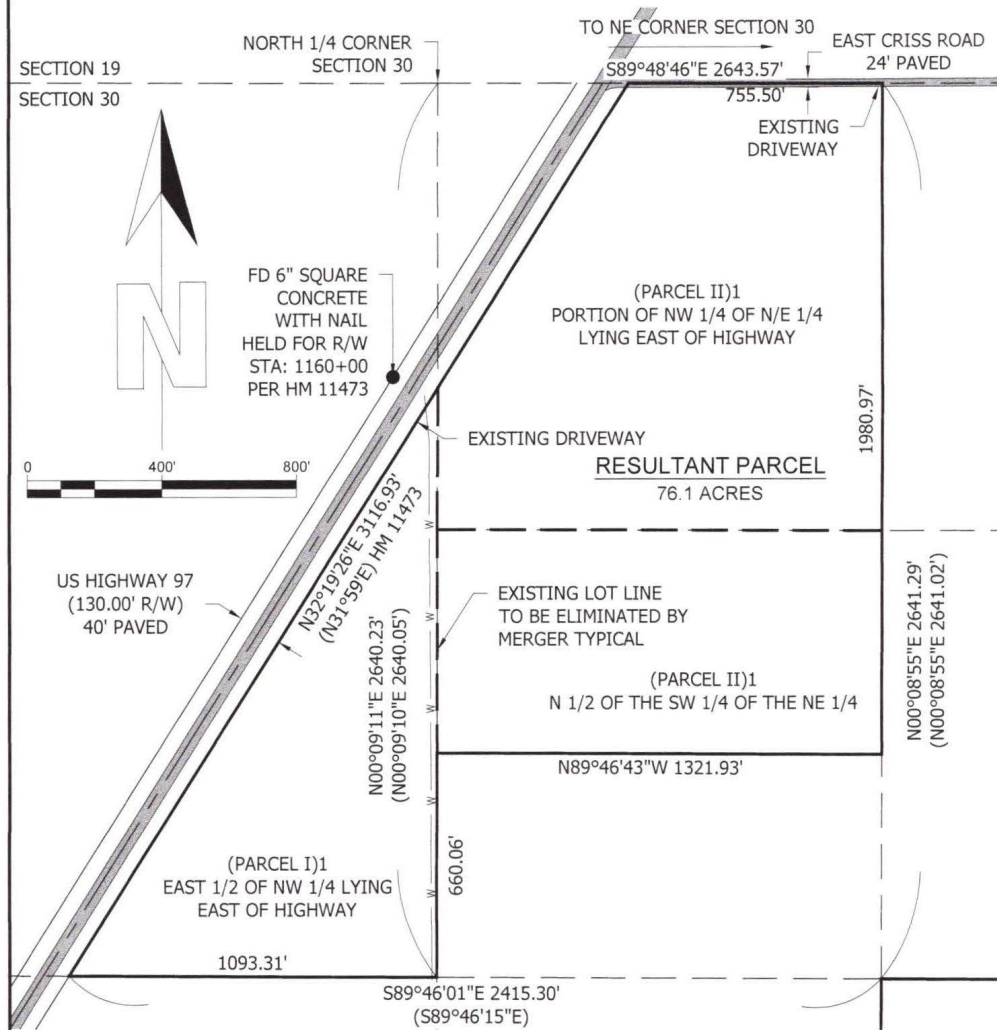


Exhibit C

Exhibit C

PARCEL MERGER

AT THE REQUEST OF
LASSEN CANYON NURSERY, INC.
 IN THE NORTH 1/2 SECTION 30, TOWNSHIP 46 N., R01 W. M.D.M.
 SISKIYOU COUNTY, CALIFORNIA
 APRIL 17, 2024



PROPERTY INFORMATION

APN: 003-430-020
 SITE ADDRESS: NONE ASSIGNED
 OWNER: LASSEN CANYON NURSERY, INC.
 PO BOX 992400
 REDDING, CA 96099
 ZONING: AG-1
 EXISTING LAND USE: AGRICULTURAL

LEGEND

- () - RECORD PER PM 1/161
- ()1 - RECORD PER DN 95004599
- w - IRRIGATION CANAL
- [shaded box] - PAVEMENT
- DN - SISKIYOU COUNTY DEED DOCUMENT NO.
- R/W - RIGHT-OF-WAY

PAUL ENGINEERING & LAND SURVEYING
 630 HILLSIDE AVE.
 KLAMATH FALLS, OREGON 97601
 (541) 205-3345

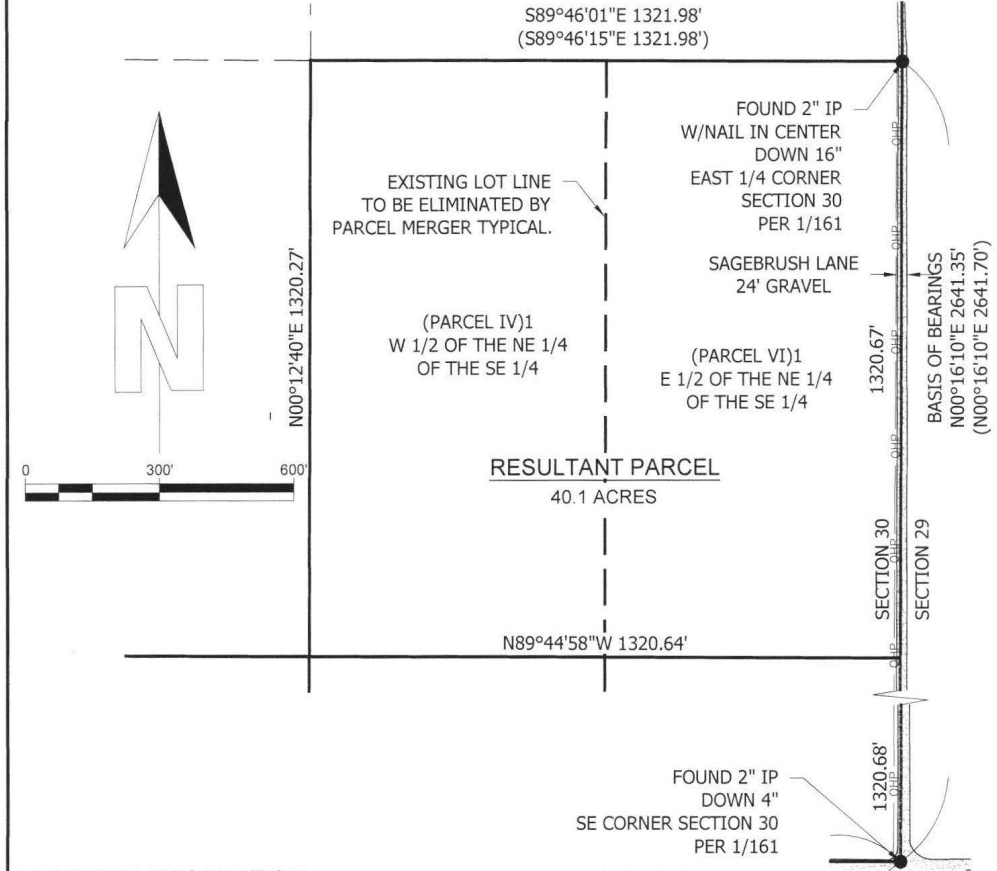
BASIS OF BEARINGS: BETWEEN 2" PIPES MARKING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 30 PER PARCEL MAP BOOK 1, PAGE 161.

Exhibit D-2

Exhibit C

PARCEL MERGER

AT THE REQUEST OF
LASSEN CANYON NURSERY, INC.
 IN THE SE 1/4 SECTION 30, TOWNSHIP 46 N., R01 W. M.D.M.
 SISKIYOU COUNTY, CALIFORNIA
 APRIL 17, 2024



PROPERTY INFORMATION

APN: 003-430-080, 003-430-090
 SITE ADDRESS: NONE ASSIGNED
 OWNER: LASSEN CANYON NURSERY, INC.
 PO BOX 992400
 REDDING, CA 96099
 ZONING: AG-1
 EXISTING LAND USE: AGRICULTURAL

LEGEND

- () — RECORD PER PM 1/161
- ()1 — RECORD PER DN 95004599
- OHP — — OVERHEAD POWER
- [Stippled Box] — GRAVEL
- DN — SISKIYOU COUNTY DEED DOCUMENT NO.
- R/W — RIGHT-OF-WAY

BASIS OF BEARINGS: BETWEEN 2" PIPES MARKING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 30 PER PARCEL MAP BOOK 1, PAGE 161.

PAUL ENGINEERING & LAND SURVEYING

630 HILLSIDE AVE.
 KLAMATH FALLS, OREGON 97601
 (541) 205-3345

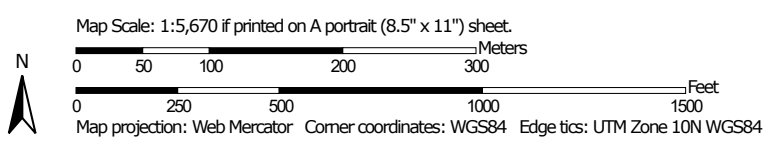
04/17/24

24-001
























Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-22-18)



Soil Map may not be valid at this scale.



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			
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot	Transportation	
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
Survey Area Data: Version 18, Sep 7, 2022

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

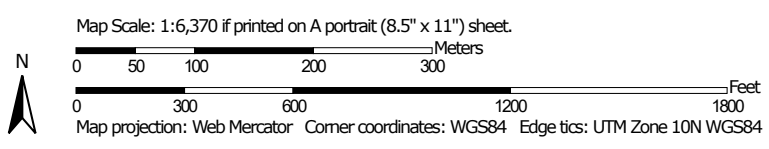
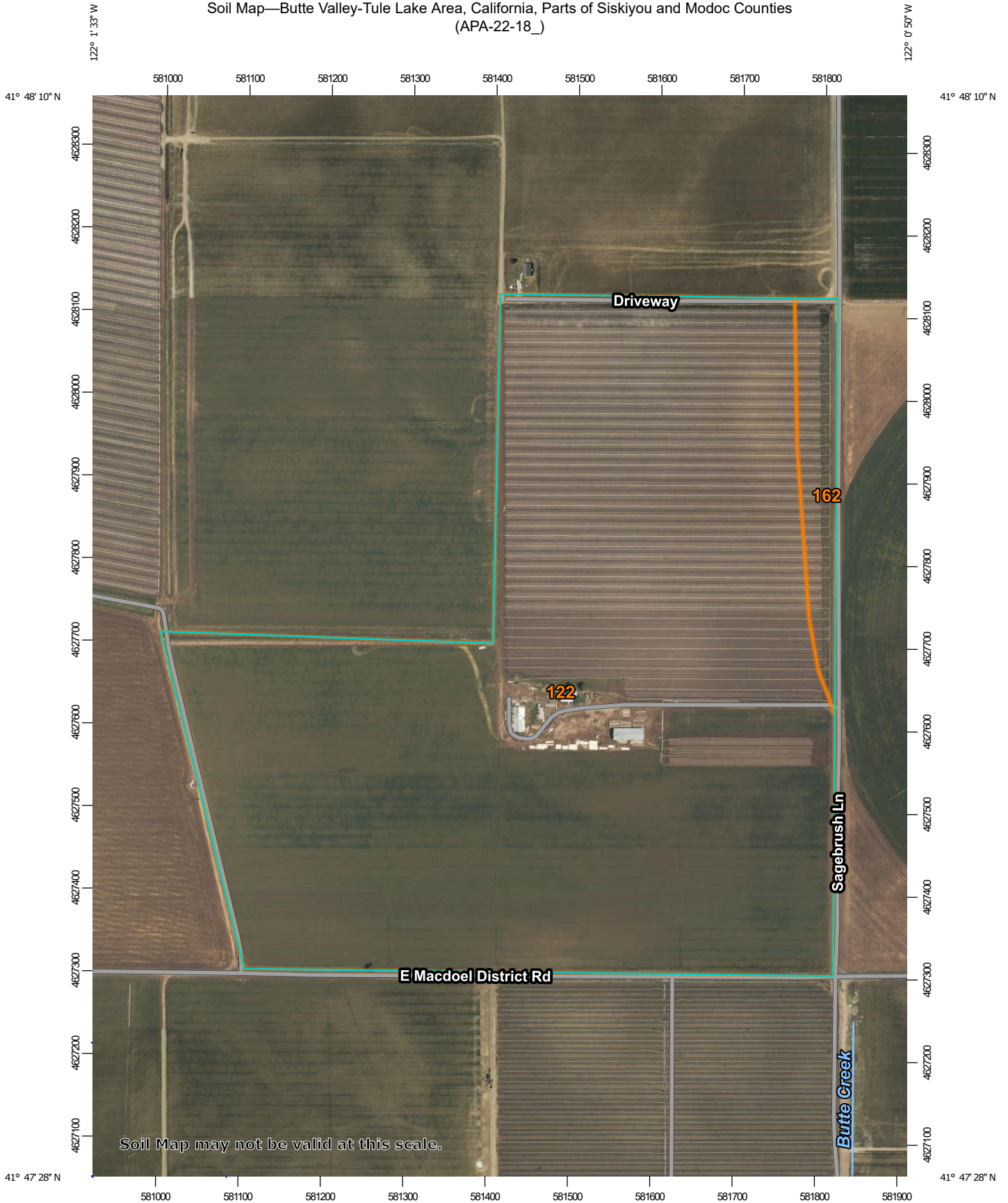
Date(s) aerial images were photographed: Jun 2, 2019—Jun 21, 2019

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
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	76.0	100.0%
Totals for Area of Interest		76.0	100.0%

Soil Map—Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
(APA-22-18_)



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	

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Web Soil Survey URL:

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Soil Survey Area: Butte Valley-Tule Lake Area, California, Parts of Siskiyou and Modoc Counties
Survey Area Data: Version 18, Sep 7, 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
122	Fordney loamy fine sand, 0 to 2 percent slopes, south, MLRA 21	114.4	95.9%
162	Poman loamy sand, 0 to 2 percent slopes	4.8	4.1%
Totals for Area of Interest		119.2	100.0%

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Kassen Canyon Nursery Kenneth Elwood

Address: PO Box 992400 Redding CA 96099

Parcel Numbers: 003-430-090, 003-430-020, 003-430-080

How long have you owned this land? _____

Type of Agricultural Use:

Dry pasture acreage _____

Irrigated pasture acreage _____

Dry farming acreage 87 Ac Crops grown RVE Production per acre N/A cover crop

Field crop average _____ Crops grown _____ Production per acre _____

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

Row crop acreage 90 Ac Crops grown Strawberry Nursery plants Production per acre 350,000

Other acreage _____ 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 Kenneth Sewell Date 9/17/22

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 _____

MAY 5 10 53 AM '71

11505

Vol. 621, Page 129

[Signature] No Charge

RECORDER FEE \$ PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on Feb 26, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

Paul R. Cavener
Star Rt, Box 22
Maduel, Cal

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

Paul R. Cavener

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

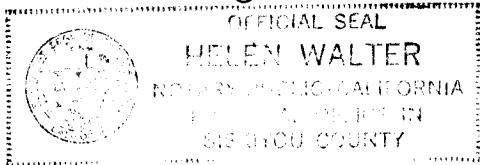
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before me, Helen Walter 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.



Helen Walter
Notary Public

MY COMMISSION EXPIRES: _____

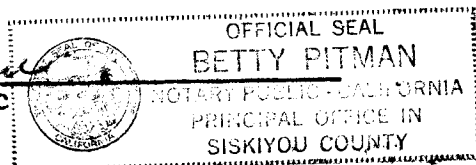
00000

STATE OF CALIFORNIA)
COUNTY OF _____)

ss.

On this 18th day of February, 1971, before me, _____ a Notary Public, in and for said Siskiyou County, personally appeared Paul R. Cavener known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Betty Pitman
Notary Public



My Commission expires: _____

MY COMMISSION EXPIRES APRIL 11, 1972.

STATE OF CALIFORNIA,

County of Siskiyou

} ss.

On this 10th day of February in the year one thousand nine hundred and Seventy-one, before me, Jewel M. Smith, a Notary Public, State of California, duly commissioned and sworn, personally appeared Ernest P. Smith

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

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

Jewel M. Smith

Notary Public, State of California.

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 19th day of February, 1941

SCOTT VALLEY BANK.
Fort Jones, Calif.

[Signature]
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

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

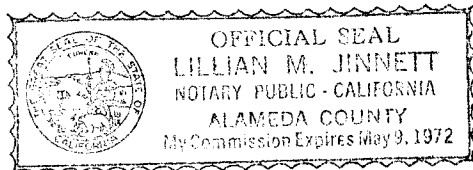
Notary Public

My Commission expires _____.

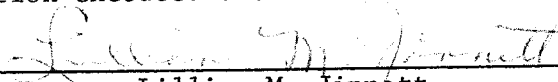
STATE OF CALIFORNIA)

) ss.
County of Alameda)

On February 24, 1971, before me, the undersigned notary public in and for said county and State, personally appeared Elizabeth J. Andrews, and being by me duly sworn, stated to me that (s)he is, and who is known to me to be, assistant secretary of THE FEDERAL LAND BANK OF BERKELEY of the corporation that executed the within instrument, and who is known to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and acknowledged to me that such corporation executed the same.



7822 Eureka Avenue, El Cerrito, Calif. 94530



Lillian M. Jinnett
Notary Public in and for said county and State
Residing at El Cerrito, California
My commission expires:

Form 320 (Rev. 2-71) FLB Berkeley - Notarial Acknowledgment - Corporation
Consent of Lienholder (to Land Conservation Agreement - Loan 79007)

Paul T. [unclear]

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 24th day of February, 1971.

THE FEDERAL LAND BANK OF BERKELEY

By: [Signature]
LIENHOLDER Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.

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

Notary Public

My Commission expires _____.

CONSENT OF LIENHOLDER

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

DATED this 10th day of March, 1971.

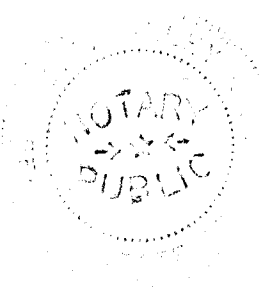
J. Naama Eskildsen Holley
LIENHOLDER

GEORGIA
STATE OF ~~CALIFORNIA~~)
DADE) ss.
COUNTY OF ~~SIGNING~~)

On this 10th day of MARCH, 1971, before me,
J. J. Holley, a Notary Public, in and for said
DADE County, personally appeared Naama Eskildsen Holley
Holley known to me to be the person whose
name is subscribed to the within instrument, and acknowledged
to me that she executed the same.

J. J. Holley
Notary Public

My Commission expires 9-11-72.



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

4th day May 19 71

PRESENT: Supervisors George Wacker, Earl F. Ager, Ernest A. Hayden, Mike Belcastro and Phil Mattos. Chairman Hayden presiding.
ABSENT: None.
COUNTY ADMINISTRATOR: Jess O'Roke
COUNTY CLERK: Norma Price
COUNTY COUNSEL: Michael T. Hennessy
PURPOSE OF MEETING: Adjourned Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION CONTRACTS
APPROVED PURSUANT TO MINUTE ORDER DATED FEBRUARY 23, 1971.

Pursuant to the minute orders adopted by the Board on February 23, 1971, approving numerous Land Conservation Contracts, it was moved by Supervisor Belcastro, seconded by Supervisor Mattos, that the Clerk is hereby instructed to have the Land Conservation Contracts entered into with the following property owners recorded:

Chaparral Cattle Co.
Donovan C. Griffin
Carl S. Hammond
J. Lee Harrington
Ben Hurlimann, Jr.
John T. Jenner, Jr.
Dr. and Mrs. Jack Landon
John Mazzini
William C. Peters
Geo. Manuel Rose
Everett S. Streed
Winfred Wolford
Glenn C. Barnes
Beckman-Dudley Ranch
Joe Allen
Glenn C. Barnes
David Black
Paul R. Cavener
Michael Bryan
C. R. Cornelis
Helen Rohrer Crebbin
Michael K. Crebbin
Crystal Creek Ranch
E. Orlo & Margaret Davis
E. Orlo Davis
James & Margaret Denny
Clarence A. Dudley
Foster & Son
John N. Foster

Stanley M. Friden
Harry C. & Judd L. Hanna
John H. Heide
Francis Houghton
Reba Hays Jeffries
John T. Jenner
Walter A. Krell
Manfred C. Lutz
Brice Martin
Bruce Martin
Edward C. Merlo
Maderal S. Pasero
Brice Rohrer
Boyd Robertson
7-D Ranch
Vernon O. Smith
Henrietta Terwilliger
Sidney Terwilliger
Timberhitch, Inc.
Keith Whipple
Bernard York
Harry O. Walker

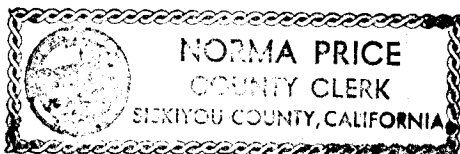
AYES: Supervisors Wacker, Ager, Belcastro and Mattos.
NOES: None.

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)^{ss} ABSENT: None.

I, Norma Price, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 5/4/71.

Witness my hand and the seal of said Board of Supervisors, this 5th day of May, 19 71

cc: Recorder



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

By _____ Deputy Clerk