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| **Recording Requested By:** Siskiyou County Board of Supervisors |  |
| **When Recorded Return To:**Siskiyou County Clerk 311 Fourth Street, Room 201Yreka, CA 96097 |  |

Land Conservation Contract No. APA-23-05
(Nielsen)

**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 on June 18, 2024; and

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

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

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

**Land Conservation Contract** **No.** **APA-23-05****(Nielsen)**

**This Land Conservation Contract, Made And Executed This** 18th day of June 2024, by and between Thomas Nielsen, hereinafter referred to as the “OWNER”, and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as the “COUNTY”, hereby agree as follows:

**New Land Conservation Contract**

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

**Section 2.** Term. This Contract shall take effect on January 1, 2025 and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

**Section 5.** Addition or Elimination of Authorized Uses.

(a) The OWNER agrees that the primary use of the property is for **rangeland and pasture for livestock production and forage**. Upon a proposed change in the primary use by the Owner, or if a change in primary use has been determined by the County, the proposed change shall require a new contract and shall be processed as a Williamson Act contract recession and simultaneous reentry.

(b) 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 COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the OWNER as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

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

**Section 10.** Cancellation.

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

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

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

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

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

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

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

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

(a) Each preserve resulting from the division shall meet the minimum size

requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided herein; and

(b) Each parcel which is the subject of, or which results from the division shall

meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

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

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

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

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

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

**Section 19.** Notice. Any notice given pursuant to this Contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to the OWNER shall be addressed to the same address indicated upon the County Assessor’s records for the mailing of tax assessments. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors

County of Siskiyou

311 Fourth Street, Room 201

Yreka, CA 96097

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

OWNER:

Existing APNs: 022-230-140, 022-230-270, 022-230-390, 022-190-080, 022-190-180, 022-200-440, 022-230-070, 022-230-180, 022-230-240, 022-230-380, 022-230-470, 022-230-480, 022-410-140, 022-270-080, 022-270-110, 022-270-120, 022-300-050, 022-300-060, 022-230-130, 022-430-080, 022-230-210, 022-240-080, 022-240-140, 022-240-200, 022-240-210, 022-240-220, 022-240-230, 022-260-010, 022-450-040, 022-460-090, 022-460-110, 022-460-150, 022-460-160, 022-470-050, 022-470-080, 022-470-090, 022-480-090, 022-240-270, 022-240-250 and 022-240-260

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thomas Nielsen, Owner

**Place Notary Certificate Here**

Attest: County of Siskiyou, Board of Supervisors

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Clerk Michael N. Kobseff, Chair

**Exhibit “A”**

**Land Conservation Contract APA-23-05
(Nielsen)**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Assessor’s Parcel Number** | **Assessor Contract Number** | **Clerk Contract Reference** | **Recordation Number** | **Acreage** |
| 022-230-140 | 74008 | 203 | Vol. 704 Pg 421 | 360 |
| 022-230-270 | 74008 | 203 | Vol. 704 Pg 421 | 56 |
| 022-230-390 | 74008 | 203 | Vol. 704 Pg 421 | 193 |
| 022-190-080 | 76012 | 267 | Vol. 749 Pg. 834 | 97 |
| 022-190-180 | 76012 | 267 | Vol. 749 Pg. 834 | 222.9 |
| 022-200-440 | 76012 | 267 | Vol. 749 Pg. 834 | 254.03 |
| 022-230-070 | 76012 | 267 | Vol. 749 Pg. 834 | 80 |
| 022-230-180 | 76012 | 267 | Vol. 749 Pg. 834 | 19 |
| 022-230-240 | 76012 | 267 | Vol. 749 Pg. 834 | 120.3 |
| 022-230-380 | 76012 | 267 | Vol. 749 Pg. 834 | 21 |
| 022-230-470 | 76012 | 267 | Vol. 749 Pg. 834 | 143.3 |
| 022-230-480 | 76012 | 267 | Vol. 749 Pg. 834 | 81.7 |
| 022-410-140 | 76012 | 267 | Vol. 749 Pg. 834 | 21.16 |
| 022-270-080 | 88004 | 417 | Doc. 87-014882 | 3 |
| 022-270-110 | 88004 | 417 | Doc. 87-014882 | 205 |
| 022-270-120 | 88004 | 417 | Doc. 87-014882 | 0.2 |
| 022-300-050 | 88004 | 417 | Doc. 87-014882 | 5 |
| 022-300-060 | 88004 | 417 | Doc. 87-014882 | 52 |
| 022-230-130 | 80001 | 368 | Vol. 879 Pg. 522 | 600 |
| 022-430-080 | 80001 | 368 | Vol. 879 Pg. 522 | 160 |
| 022-230-210 | 80001 | 368 | Vol. 879 Pg. 522 | 136.3 |
| 022-240-080 | 80001 | 368 | Vol. 879 Pg. 522 | 20 |
| 022-240-140 | 80001 | 368 | Vol. 879 Pg. 522 | 625.5 |
| 022-240-200 | 80001 | 368 | Vol. 879 Pg. 522 | 0.2 |
| 022-240-210 | 80001 | 368 | Vol. 879 Pg. 522 | 16.9 |
| 022-240-220 | 80001 | 368 | Vol. 879 Pg. 522 | 1.2 |
| 022-240-230 | 80001 | 368 | Vol. 879 Pg. 522 | 281.7 |
| 022-260-010 | 80001 | 368 | Vol. 879 Pg. 522 | 496 |
| 022-450-040 | 80001 | 368 | Vol. 879 Pg. 522 | 60 |
| 022-460-090 | 80001 | 368 | Vol. 879 Pg. 522 | 11.7 |
| 022-460-110 | 80001 | 368 | Vol. 879 Pg. 522 | 8 |
| 022-460-150 | 80001 | 368 | Vol. 879 Pg. 522 | 32.2 |
| 022-460-160 | 80001 | 368 | Vol. 879 Pg. 522 | 7.8 |
| 022-470-050 | 80001 | 368 | Vol. 879 Pg. 522 | 33.5 |
| 022-470-080 | 80001 | 368 | Vol. 879 Pg. 522 | 21.16 |
| 022-470-090 | 80001 | 368 | Vol. 879 Pg. 522 | 213.61 |
| 022-480-090 | 80001 | 368 | Vol. 879 Pg. 522 | 28 |
| 022-240-270 | 88003 | 418 | Doc. 87-014883 | 600 |

Note: APNs 022-240-250 and 022-240-260 consist of 37.1 acres not previously under Williamson Act Contract.

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

**Exhibit “B”**

**Land Conservation Contract APA-23-05
(Nielsen)**

**Legal Description of Property to be Included**

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

Gragnani Ranch:

PARCEL I:

All that portion of the Southwest 1/4 of the Southwest 1/4 of Section 13 lying Westerly of

the County Road known as Slough Road. The Southeast 1/4 of the Southwest 1/4 of Section 14 and also all that portion of the East half of Section 14 lying South of a line which bears North 76° 46' East from a point on the North South centerline and 14453.75 feet South of the quarter Section corner common to Sections 11 and 14; the Northeast quarter, the East half of the Northwest quarter; the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 23, all ln Township 43 North, Range 6 West M.D.M.

Excepting from Parcel I all that portion lying Easterly of the Westerly line of the lands conveyed to the State of California for Highway purposes by Deed dated May 5, 1966 and recorded July 20, 1966 ln Book 531, Official Records, page 725.

PARCEL II:

Together with a non-exclusive easement as in deed from Clyde S. Timmons, a single man to C. Aubrey Grissom and Frankie Estelle Grissom, his wife, as Joint tenants; and to Mills Ranch, a California corporation, dated March 15, 1966 and recorded August 4, 1966 ln Book 532, Official Records, page 262

PARCEL III:

Also together with an easement for ingress, egress and public utilities, 60 feet in width, lying 30 feet on each side of the following described centerline of an existing road:

Beginning at the intersection of West Louie Road, County Road #5K04, and the centerline of the existing road as the same exists and is located ln the Northeast quarter of Section 26, Township 43 North, Range 6 West M.D.M.; thence leaving said Louie Road and along the centerline of the existing road, Northerly, Westerly and Northerly to the South line of Section 23 in said Township and Range to the termination point of this easement.

Said easement being granted as appurtenant to and for the benefit of the lands of the grantee's in Section 14 and 23 in said Township and Range as above referred to.

APN: 022-230-140 and 022-230-270 and 022-230-390

Timmons Ranch:

PARCEL I:

The SE 1/4 of Sec. 10; the W 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Sec. 14; the NE 1/4 and the NE 1/4 of the SE 1/4 of Sec. 15, T. 43 N., R. 6 W., M.D.M.

TOGETHER with all those portions of the SE 1/4 of Sec. 3; the NE 1/4 of Sec. 10; the W 1/2 of Sec. 11 and any portion of the W 1/2 of the SW 1/4 of Sec. 2, T. 43 N., R. 6 W. lying Southerly and Westerly of the following described line:

Beginning at a point from which the Easterly right of way monument, Engineer's Sta. 'Z'

869+29.36 P.O.T. 1919 survey of Highway 99, bears North 11° 06' 38" West 428.60 feet, thence through the following courses, all lying Southerly and Westerly of the Grenada Irrigation Ditch:

South 48° 39' 26" East 197.35 feet (said course to be prolonged or shortened so as to terminate on the Easterly right of way line of the Southern Pacific Railroad), South 32° 48' 15" East 1880.50 feet, South 57° 24' 41" East 666.90 feet, South 24° 01' 24" East 478.81 feet, South 78°. 51' 06" East 762.65 feet, South 51 ° 58' 46" East 436.65 feet, South 32° 53' 15" East 570.66 feet, South 65° 27' 47" East 272.29 feet, South 79° 35' 32" East 479.42 feet, South 26° 45' 18" East 709.54 feet, South 87° 01' 55" East 338.47 feet, more or less to the East line of the W 1/2 of Sec. 11, T. 43 N., R. 6 W., M.D.M.

SAVING and EXCEPTING therefrom any portion of the above described land lying West of the Easterly boundary line of the right of way of the Southern Pacific Railroad.

ALSO EXCEPTING a parcel of land in the SE 1/4 of Sec. 10, T. 43 N., R. 6 W., M.D.M.,

described as follows:

Beginning at a point from which the corner common to Sections 2, 3, 10 and 11, said township and range, bears North 25° 58' 40" East a distance of 4467.03 feet; thence North 84° 50' West a distance of 300.00 feet to the Easterly boundary of the right of way of the Southern Pacific Railroad; thence South 2° 25' West along said Easterly boundary a distance of 1000.00 feet; thence South 84° 50' East a distance of 300.00 feet; thence North 2° 25' East a distance of 1000.00 feet to the Point of Beginning.

PARCEL II:

All that land being portions of Sections 11 and 14 in T. 43 N., R. 6 W., M.D.M. and more particularly described as follows:

The SE 1/4; the SE 1/4 of the NE 1/4; and all that portion of the SW 1/4 of the NE 1/4 of section 11 lying South of the North line of what was known on August 26, 1880 as Slough Road in T. 43 N., R. 6 W., M.D.M. The E 1/2 of the NW 1/4; all that portion of the E 1/2 of the SW 1/ 4 of Sec. 14, lying North of a line which runs West from a point on the North-South centerline of Sec. 14, and is 3252.72 feet South of the quarter corner common to Sections 11 and 14; and all that portion of the E 1/2 of Sec. 14 lying North of a line which bears North 76° 46' East from a point on the North-South centerline and 1445.75 feet South of the quarter corner common to Sections 11 and 14, T. 43 N., R. 6 W., M.D.M.

EXCEPTING THEREFROM all that portion lying Easterly of the Westerly line of Interstate No. 5 highway right of way.

Basis of bearings: 1919 survey of Highway 99, Centerline bearing of South 2° 25' West.

PARCEL II-A:

A non-exclusive easement for road purposes, over a portion of the E 1/2 of the N.E. 1/4 of Section 14, T. 43 N., R. 6 W. M.D.M. as granted to Clyde S. Timmons etal., by C. Aubrey Grissom etal, by Easement Deed recorded August 4, 1966, in Volume 532, page 258 ,Siskiyou County Records.

PARCEL III:

All that portion of the Northeast 1/4 of the Southwest 1/4 of Section 14, Township 43 North, Range 6 West, M.D.M. lying South of a line which runs West from a point on the North-South centerline of Section 14, which lies South 3252.72 feet from the 1/4 corner common to Sections 11 and 14, said Township and Range.

APNs: 022-190-180; 022-200-440; 022-230-070, 022-230-180, 022-230-240, 022-230-470, 022-230-480; 022-410-140; 022-230-380

Casterline Ranch:

PARCEL I:

Southwest quarter of Southeast quarter, South half of Southeast quarter of Southwest quarter, South half of North half of Southeast quarter of Southwest quarter of Section 11, North half of Northeast quarter and North half of Southeast quarter of Northeast quarter of Section 14, Township 42 North, Range 6 West, M.D.M.

EXCEPTING THEREFROM that portion of Section 14 lying Southerly of the Central Pacific Railroad Company, a 200’ strip, now Southern Pacific Transportation Company.

Southwest quarter of Northeast quarter, Northwest quarter of Southeast quarter and North half of North half of Southeast quarter of Southwest quarter of Section 11, Township 42 North, Range 6 West, M.D.M., and that portion of the North half of Southwest quarter of said Section 11 described as COMMENCING in the center of the County Road, running up Shasta Valley from Gazelle to Edgewood, at appoint where the South line of the North half of the Southwest quarter of said Section 11, crosses the Old County Road; thence Northwesterly along the center of said road, to a point one rod South of the North line of said quarter section; thence East and parallel with the North line of said quarter section to the East line thereof; thence South on said line to a point thereon identical with the center of the South half of Section 11; thence West to the POINT OF BEGINNING; EXCEPTING THEREFROM that portion heretofore deeded to Central Pacific Railroad Company and State of California for railroad and highway purposes.

PARCEL II:

All that portion of the Northeast quarter of the Northwest quarter of Section 14, Township 42 North, Range 6 West, M.D.M., lying Northerly of the Northerly line of the 200 foot strip of the Central Pacific Railway Company.

APN: 022-270-080, 022-270-110, 022-270-120, 022-300-050, 022-300-060

Arniel Ranch:

All that portion of Section 22, Township 43 North, Range 6 West, M.D.M.:

COMMENCING at the quarter section corner between Section 22 and 27 in said Township 43 North, Range 6 West, M.D.M., running thence Northerly along the center line of said Section 22, a distance of 2669.75 feet to the Northeast corner of the Southwest quarter of said Section 22; thence North 89° 35' West, a distance of 20.05 feet to the East line of the right of way of the Central Pacific Company's Railroad, where the same is now located through said Section 22; thence South 2° 25' West, along the East boundary line of said railroad right of way, a distance of 2140 feet, more or less, to the North line of the County Road, as now located, thence South 89° 35' East a distance of 60 feet; thence Southerly paralleling 60 feet distance from the East boundary line of said railroad right of way a distance of 430 feet, more or less, to the South line of said Section 22; thence South 89° 35' East 33.5 feet to the place of beginning.

The Southwest quarter of the Southwest quarter of Section 14; the East half of Section 22; the West half of the Northwest quarter, the Southwest quarter of the Southeast quarter and the Southwest quarter of Section 23; the Southeast quarter of the Southeast quarter and all that portion of the West half of the Southeast quarter of Section 15, lying East of the right of way of the Central Pacific Railway Company's Railroad, and all In Township 43 North, Range 6 West, Mount Diablo Meridian.

APN: (Arniel Ranch) 022-230-130 & 022-430-080

Foulke Ranch:

PARCEL I:

The Northeast quarter, the North half of the Southeast quarter, Section 2, Township 42 North, Range 6 West, M.D.B. & M. The West half of West half of Section 24. The West half of Section 25. The East half of Section 26. All of Section 36, and the South half the Northeast quarter, the South half of the Northwest quarter, the Northeast quarter of the Northwest quarter of Section 35, Township 43 North, Range 6 West, M.D.B. & M. Being a part of Sections 2 and 3, Township 42 North, Range 6 West, and Section 34, Township 43 North, Range 6 West, M.D.B. & M., COMMENCING at the Southeast corner of the Southern Pacific Station layout at Gazelle, California 175 feet at right angles to Engineering Station 9419+50.2 - Station 8+00 point from which the section corner common to Sections 3 and 4, Township 42 North, Range 6 West, M.D.B. & M., and Sections 33 and 34, Township 43 North, Range 6 West, M.D.B. & M., bears North 86° 55' 52'' West 4352.4 feet; thence North 14° 47' West 2320 feet along the East right of way fence of Gazelle Station grounds to the Northeast corner; thence South 75° 13' West 125.0 feet to a point 50 feet at right angles to Engineering Station 31+20; thence North 14° 47' West 2090.00 feet along the East right of way fence of the Southern Pacific Railroad to a point 50.00 feet at right angles to Engineering Station 52+10 and the North line of the South half of the Northeast quarter of said Section 34; thence South 89° 35' East 2180 feet along the North line of said South half of the Northeast quarter of said Section 34 to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 34; thence South along the East line of said Section 34, 3989.0 feet to the Section corner common to Sections 2 and 3, Township 42 North, Range 6 West, and Sections 34 and 35, Township 43 North, Range 6 West, M.D.B. & M; thence East along the Township line common to Township 42 North and Township 43 North, Range 6 West, M.D.B. & M.. 2640 feet to the North 1/4 corner Section 2, Township 42 North, Range 6 West, M.D.B. & M.; thence South 0° 45' West 4343 feet along North and South centerline Section 2 to a point from which the South 1/4 corner of said Section bears South 0° 45' West, 1096.40 feet; thence West 2247.0 feet to a point 50.00 feet at right angles to Engineering Station 9375+57.04; thence North 40° 11' 30" West along the East right of way line of the Southern Pacific Railroad 1494.16 feel to a point of curve of 50.00 feet at right angles to Engineering Station 9390+51.2; thence along a curve to the left whose central angle of 26° 34' 30" length is 687.28, tangent is 350.90 to a point 50 feet at right angles to Engineering Station 9397+ 15.2; thence North 30° 46' West 1790.0 feet to a point 50.00 feet at right angles to Engineering Station 9415+05:61; thence along a curve to the right whose central angle is 15° 59', length is 386.21 feet, tangent is 194.11 feet to a point 50.00 feet at right angles to Engineering station 9419+05.19; thence North 14° 47' East 45.0 feet to a point 50.00 feet at right angles to Engineering Station 9419+50.2=8+00; thence North 75° 13' East 125.0 feet to the place of beginning.

EXCEPTING THEREFROM a strip of railroad right of way 50.00 feet wide beginning at the North end of Gazelle Station grounds, Station 31+20 and extending North 14° 47' West 700.00 feet to the North line of the Southeast quarter of Section 34, Township 43 North, Range 6 West, M.D.B. & M.

ALSO EXCEPTING six parcels under one description COMMENCING at the Southeast corner of Gazelle Station grounds 175.00 feet at right angles to Engineering Station 9419+50.2=8+00 point from which the Section corner common to Sections 3 and 4, Township 42 North, Range 6 West, M.D.B. & M. and 33 and 34, Township 43 North, Range 6 West, M.D.B. & M., bears North 86° 55’ 52” West 4352.4 feet; thence North 14° 47’ West 1691.40 feet; thence North 75° 13’ East 500 feet; thence South 14° 47’ East 896.0 feet; thence South 52° 29’ East 109.7 Feet; thence South 12° 06’ East 437.75 feet; thence South 36° 32’ West 433.8 feet; thence South 75° 13’ West 194.2 feet to the Place of Beginning.

ALSO EXCEPTING all that portion of the West half of the Northwest quarter of Section 24, Township 43 North, Range 6 West, M.D.B. & M., more particularly described as follows:
BEGINNING at the Northeast corner of the West half of the Northwest corner of Section 24, Township 43 North, Range 6 West, M.D.B. & M.; thence West along the North line of said Section 24, 284.00 feet to a point; thence South 1° 30' East 1647.00 feet to a point; thence Southeasterly to a point on the East line of the West half of the Northwest quarter 2146.0 feet Southerly from the Northeast corner thereof; thence Northerly 2146.00 feet to the Point of Beginning.

FURTHER EXCEPTING a part of the North half of the Southeast quarter of Section 34,

Township 43 North, Range 6 West, M.D.B.& M.

COMMENCING at a point on the East right of way line of the Gazelle Station Grounds from which the Southwest corner of Section 34 bears South 69° 29' 30" West 4164.32 feet; thence North 14° 47' West 328.0 feet along the East right of way line of the Southern Pacific Railroad Station grounds to present fence; thence North 47° 46' East 42.8 feet to a point 10 feet South and West of an irrigation ditch; thence South 57° 11’ , 15", East 583.0 feet; thence South 14° 47' East 52.0 feet to the Northeast corner of the Pacific Packing Corporation fence; thence South 75° 13' West 500.0 feet along Packing Company fence; thence North 14° 47’ West 60 feet to the Place of Beginning.

FURTHER SAVING AND EXCEPTING THEREFROM a fractional portion of the Northeast quarter of the Northwest quarter of section 35, Township 43 North, Range 6 West, Mount Diablo Meridian described as follows:

BEGINNING at a point on the North line of Section 35, from which point the quarter corner common to Sections 35 and 26 bears South 89° 42' 40" East 263.13 feet; thence North 89° 42' 40" West 1048 feet along the North line of Section 35 to a point from which a concrete right of way monument set on the Westerly right of way line of U.S. Highway 99 at Engineers Station 648+93.20 bears North 70° 25' 20" West 4273.15 feet, and an iron pipe bears North 2.67 feet; thence South 0° 14' 30 West 202.51 Feet; thence South 88° 30’ 20" East 78.62 feet; thence South 38° 02' 10" East 429.66 feet; thence South 77° 18' East 250.55 feet; thence North 62° 26' 20" East 521.23 feet; thence North 0° 09' 40" West 351.74 feet to the Point of Beginning.

FURTHER SAVING AND EXCEPTING THEREFROM the following: A fractional portion of the East half of the Southeast quarter of Section 34, Township 43 North, Range 6 West, Mount Diablo Meridian, described as follows:

BEGINNING at a point at the Southwest corner of Lot 1, East of the Southern Pacific Railroad property, as shown on that certain plat entitled "Town of Gazelle" recorded in Town Map Book No. 1, page 93, in the Office of the Siskiyou County Recorder; thence North 75° 13' East 136.00 feet along the South line of said Lot 1 to the Southeast corner of said Lot 1; thence North 14° 47' West 84.00 feet along the East line of said Lot 1 to the Northeast corner of said Lot 1 ; thence North 75° 13' East 364.00 feet along the South line of the Simon property to the East line of said property; thence North 14° 47' West 819.74 feet along the East boundaries of the Simon, the Sullivan, and the Robert Eiler properties; thence North 75° 13' East 22.88 feet; thence South 40' 15' 30" East 155.54 feet; thence North 80° 20' East 95.71 feet; thence South 26° 04' 30" East 290.23 feet; thence South 8° 24' West 375.69 feet; thence South 7° 55' 20" East 213.45 feet to the Northeast corner of that property described in the deed from Vernan Dennis and Lima B. Dennis to Robert Eiler, recorded in Book 299 Official Records, page 230, in the office of the Siskiyou County Recorder; thence South 82° 25' West 574.71 feet along the North line of said property to the East line of the Southern Pacific Railroad property; thence North 14° 47' West 15.50 feet along said East line to the Point of Beginning. Reserving, however, from foregoing exception an easement and right of way reserved in Deed from Edson L. Foulke and Esther Foulke, husband and wife, to Robert B. Eiler, dated December 29, 1958, recorded December 30, 1958, Book 415 Official Records, page 430.

ALSO SAVING AND EXCEPTING all that portion of Sections 24, 25 and 36 in Township 43 North, Range 6 West, M.D.M., conveyed to the State of California for Highway purposes by Deed dated March 25,1966, recorded April 29,1966 in Book 529 Official Records, page 214.

ALSO SAVING AND EXCEPTING all that portion of Sections 24 in Township 43 North, Range 6 West, M.D.M., conveyed to the State of California for Highway purposes by Deed dated March 25, 1966, recorded April 29, 1966 in Book 532 Official Records, page 208.

ALSO EXCEPTING all that portion of the East half of the West half of the West half of Section 24 in Township 43 North, Range 6 West, M.D.M., conveyed to C. Aubrey Grissom and Frankie Estelle Gissom, husband and wife, as Joint Tenants, by the State of California by Directors Deed dated September 28, 1966, and recorded October 7, 1966 in Book 534 Official Records, page 489.

ALSO EXCEPTING all that portion of Northeast quarter of the Northeast quarter of Section 36 in Township 43 North, Range 6 West, M.D.M., conveyed to Mills Ranch, by Jeff Dennis and Shirley Dennis, his wife, by virtue of the Grant Deed dated July 11,1974, and recorded July 18, 1974 in Book 714 Official Records, page 425, Siskiyou County, Official Records.

ALSO EXCEPTING all that portion of Section 35 in Township 43 North, Range 6 West, M.D.M., being a strip of land 60 feet in width, conveyed to the County of Siskiyou, and further described, in the Grant Deed dated August 3, 1988, recorded July 18, 1989 as Document No. 89007971, Siskiyou County, Official Records.

ALSO EXCEPTING all that portion of the Northeast quarter of the Northwest quarter of Section 35 in Township 43 North, Range 6 West, M.D.M., lying between the South line of PARCEL Il and the North line of PARCEL III hereinafter described.

PARCEL II:

A parcel in the Northwest one-quarter of Section 25, Township 43 North, Range 6 West, Mount Diablo Meridian, described as follows:

BEGINNING at Highway control monument no. 2-5-253 as per map recorded in Record Survey Book No. 4, page 54 in the office of the Siskiyou County Recorder; thence South 26° 04' 50" West, 521.58 feet to the Westerly right of way line of California State Route No. S and the TRUE POINT OF BEGINNING; thence along said right of way line the following courses:

South 6° 51' 08" East, 131.85 feet; South 55° 44' 22" West, 201.03 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 710.11 feet, a radial line of said curve at said point bears South 28° 33' East; thence Southwesterly, 288.15 feet along said curve thru an angle of 23° 15'; thence tangent to said curve South 84° 42' West, 290.04 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 1040.16 feet; thence Southwesterly, 57.89 feet along said curve thru an angle of 30° 11 ' 20" to a point on said curve at which a radial line of said curve bears North 8° 29' 20" West; thence North 8° 29' 20" West, 70.01 feet; thence South 53° 55' 26" West, 119.42 Feet; thence South 14° 13' 07" East, 20.00 feet to a point on said curve at which a radial line of said curve bears North 14° 13' 07" West; thence Southwesterly, 157.82 feet along said curve thru an angle of 8° 41' 35" to a point on said curve at which a radial line of said curve bears North 22° 54’ 42”, West; thence leaving said right of way line North 51° 51’ 56”, East, 708.66 feet to the North line of said Section 25; thence South 89° 17' 01” East, 464.50 feet along said North line to the TRUE POINT OF BEGINNING.

PARCEL III:

A parcel in the Northwest one-quarter of Section 25, Township 43 North, Range 6 West, Mount Diablo Meridian, described as follows:

BEGINNING at Highway Control Monument No. 2-5-253 as per map recorded in Record Survey Book No. 4, page 54, in the office of the Siskiyou County Recorder; thence South 17° 54' 44" West, 493.36 feet to the North one-quarter corner of said Section 25; thence South 1° 32' 59" West, 236.26 feet along the North-South centerline of said Section 25 to a point on the Westerly right of way line of California State Route No. 5 and the TRUE POINT OF BEGINNING; thence South 1° 32' 59” West, 1345.83 feet along said North-South centerline; thence North 57° 03' 27" West, 1522.15 feet; thence North, 149.61 Feet; thence North 6° 10' 30" West, 42.89 feet to a point on the right of way line of said California State Route No. 5; thence the following courses along said right of way line; South 37° 18' East, 80.01 feet to a point on a non- tangent curve concave to the Southeast and having a radius of 960.15 feet, a radial line of said curve at said point bears North 37° 18' West; thence Northeasterly, 536.25 feet along said curve thru an angle of 32° 00'; thence tangent to said curve North 85° 42' East, 290.04 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 790. 12 feet; thence Northeasterly, 320.62 feet along said curve thru an angle of 23° 15'; thence North 67° 09' 38” East, 201.03 feet to the TRUE POINT OF BEGINNING.

PARCEL IV:

That portion of the West 1/2 of the Southwest of Section 31, Township 43 North, Range 5 West, M.D.M., lying Westerly of the line described as follows:

Commencing at that certain monument identified as 2-5-247, as shown on the map entitled "Survey of a Control line for State Highway purposes" recorded March 10, 1965, in Book 4 of Record of Surveys at Page 53, Siskiyou County Records; thence, along said Control Line North 03° 52' 36" West, 1599.240 feet to that certain monument identified as 2-5-248, as shown on said map; thence, leaving said Control Line, North 86° 22'27" West, 130.22 feet; thence, South 02° 32' 56” East, 1191.21 feet, to a point hereinbelow referred to as Point "A"; thence, from a tangent which bears South 010 54' 23" East, along a curve to the left having a radius of 10,090.00 feet, a distance of 190 feet, more or less, to the West line of said Section 31 being the TRUE POINT BEGINNING of this line; thence, continuing along last said curve, a distance of 920 feet, through a total angle of 06° 18' 09", for a total distance of 1109.89 feet along said curve, from said Point ''A"; thence, South 05° 06' 39" East, 405.30 feet; thence, South 14° 06' 15" East, 624.52 feet; thence, South 14° 02' 20" East, 310 feet, more or less, to the Point of Termination of this line on the South line of said Section 31. The bearings and distances used in the above description are on the California Co-ordinate System, Zone 1. Divide distances shown by 0.9998476 to obtain ground level distances.

APN: (Foulke Ranch):

022-240-080, 022-230-210, 022-240-140, 022-240-200, 022-240-210, 022-240-220, 022-240-230, 022-240-250, 022-240-260, 022-240-270, 022-260-010, 022-450-040, 022-460-090, 022-460-110, 022-460-150, 022-460-160, 022-470-050, 022-470-080, 022-470-090, 022-480-090