

Staff Report

Submission Date: May 16, 2024

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Proposed Iron Horse Acres/Ericson APA-24-01, Application to rescind and reissue Williamson Act Contract to reflect the transfer of property through Boundary Line Adjustment.

Location: The project site is located on Red Rock Road, East of the community of Macdoel on APNs 010-140-310, 010-140-330, 010-140-280, 010-140-300, 010-140-440, 010-150-010, 010-040-140, 010-040-050, 002-340-040 and 010-140-450; T45N, R1E, S 13, 23 & 24 and T45N, R2E, S 5, 6, 7 & 18 and T46N, R2E, S 31 & 32, MDB&M.

Exhibits: **A.** Location Map
B. Zoning Map
C. Boundary Line Adjustment Map
D. Williamson Act Amendment Questionnaires
D-1. Iron Horse Acres
D-2. Ericson
E. Existing Contract and Establishment of Agricultural Preserve
E-1. Contract 72059
E-2. Contract 76029

Background and Discussion

The property owners, Iron Horse Acres LLC and Steven Ericson, submitted an application on December 7, 2023, which proposes to transfer approximately 5 acres between two parcels under separate ownership through Boundary Line Adjustment (see exhibit C). Both parcels are encumbered by the same Williamson Act Contract, which would under normal circumstances not require a Williamson Act Contract Amendment, but because the property is under separate ownership with no common interest in the agricultural uses and the property owned by Steven Ericson is under Non-Renewal, a Williamson Act Contract Amendment is required. The applicant team was notified, and an amendment application was received on February 2, 2024.

In order to complete the boundary line adjustment, we must first address the Williamson Act Contract and Agricultural Preserve by amending the existing contracts and preserves to reflect the newly established property boundaries by rescinded the subject property from the existing contract and preserves and issue a new contract for each parcel and create a corresponding preserve.

The project does not propose to increase or decrease the number of acres currently in Agricultural Preserve, however because the Ericson parcel will continue to no longer meet minimum parcel size requirements, the parcel should be issued a notice of non-renewal once the new contracts are established.

Parcel Creation

- APNs 010-140-310, 010-140-330, 010-140-280, 010-140-300, 010-140-440, 010-150-010, 010-040-140, 010-040-050 and 002-340-040 together are one legally created parcel as Parcel 1 of Waiver, which was filed for record on in the Siskiyou County Recorder's Office on April 20, 1976, in Volume 754, Page 90.
- APN 010-140-450 one legally created parcel as Parcel 2 of Waiver, which was filed for record on in the Siskiyou County Recorder's Office on April 20, 1976, in Volume 754, Page 90.

Parcel History

Williamson Act Contract

- The subject property owned by Steven Ericson and approximately 1995 acres of the subject property and owned by Iron Horse Acres LLC is encumbered by Williamson Act Contract as recorded February 25, 1972, in Book 653, page 143, Siskiyou County Records. The contract is also identified as Assessor's Contract No. 72059 and Clerk's Record No. 144.
- Approximately 852 acres of the subject property owned by Iron Horse Acres LLC is encumbered by Williamson Act Contract as recorded on February 17, 1976, in Book 750, page 205, Siskiyou County Records. The contract is also identified as Assessor's Contract No. 76029 and Clerk's Record No. 284.

Agricultural Preserves

- Approximately 2005 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 184, Book 4, adopted on February 9, 1972.
- Approximately 852 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 30, Book 7, adopted on February 10, 1976.

Analysis

Agricultural Preserve Requirements

As the proposal is to transfer approximately 5 acres between two parcels, one of which is within two different existing Agricultural Preserves, the Agricultural Preserves will need to be amended to remove the subject property and create a new preserve consisting only of the subject property.

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.

This project consists of two separate parcels. Together, they exceed the minimum at 2858 acres total.

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 mostly Class IV soils as shown in the NRCS soils data mapping. Due to the substantial amount of property that is part of this preserve, the proposal greatly exceeds this requirement.

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), Non-Prime Agricultural (AG-2) and Rural Residential Agricultural, as shown on the zoning map (Exhibit B).

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 resultant Iron Horse Acres LLC parcel exceeds the minimum at 2848-acres.

The resultant Steven Ericson parcel will remain substandard at 15 acres and a notice of non-renewal should be issued for this parcel.

Agricultural Production Uses

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

Over 1540 acres of the Iron Horse Acres LLC property has been used for and continues to be used for Intensive Farming - hay production. Additionally, 1300 acres is used for dryland pasture and grazing.

The Ericson property does not have a commercial agricultural use established.

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.

The Iron Horse Acres LLC property has two residences which are used for farm labor housing. It is developed with structures incidental to agricultural operations, including offices, farm shop, sheds and barns.

The Ericson parcel is developed with a single-family dwelling and improvements incidental to residential uses.

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 BLA2322.
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.
5. The BLA 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 associated with this project is not likely to result in the removal of adjacent lands from agricultural use.
7. The BLA 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 rescinding the Iron Horse Acres and Ericson properties from the existing contracts and reissue a contract which reflects the new parcel boundary approved with the Boundary Line Adjustment for each ownership and a Resolution approving the removal of the subject property from the existing Agricultural Preserves and creates a new Preserve consisting of the subject property. Additionally, the Ericson contract should be issued a Notice of Non-Renewal at the earliest possible convenience.

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 16, 2024. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

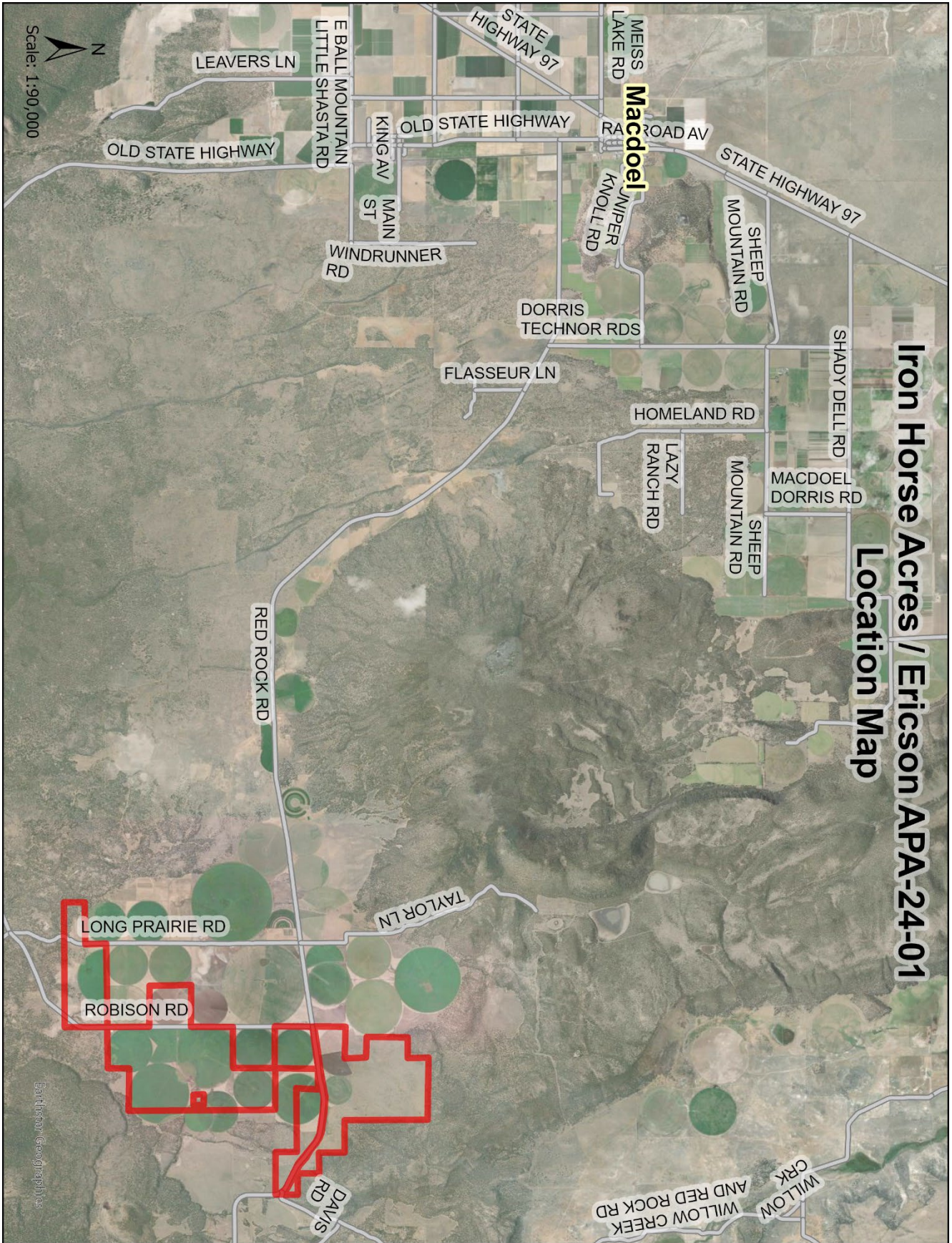


Exhibit A

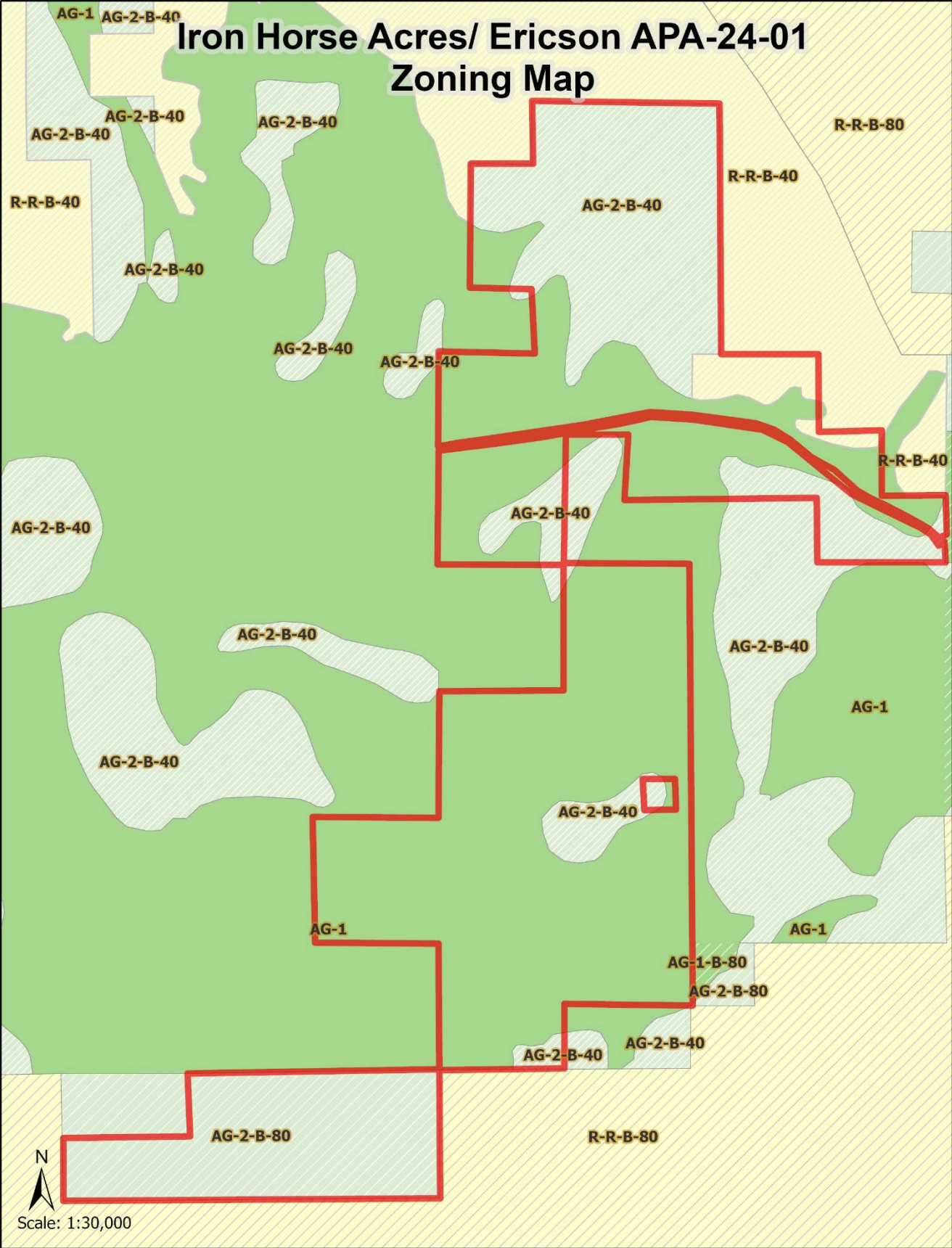
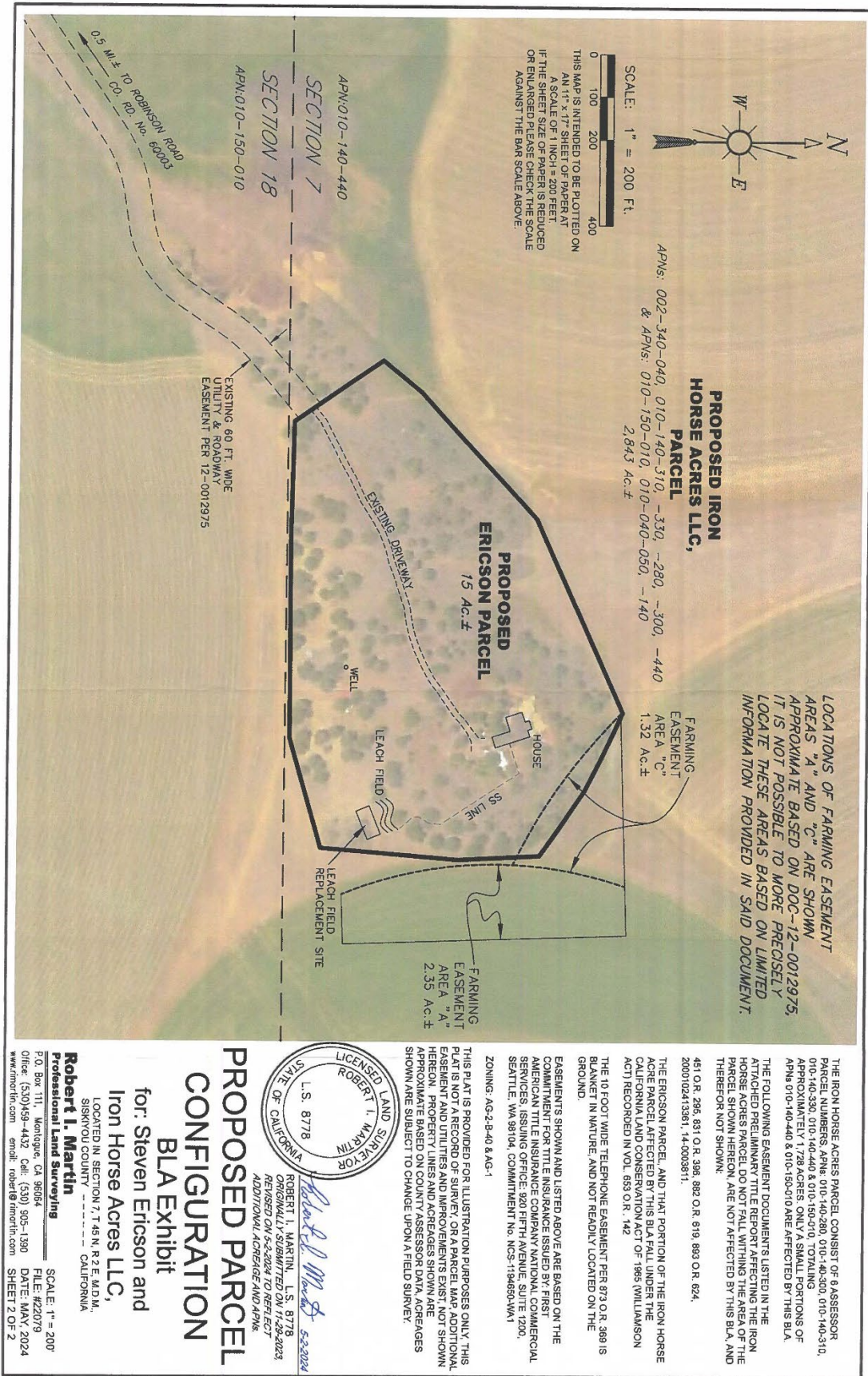


Exhibit B



LOCATIONS OF FARMING EASEMENT AREAS "A" AND "C" ARE SHOWN APPROXIMATELY BASED ON DOC-12-0012975, IT IS NOT POSSIBLE TO MORE PRECISELY LOCATE THESE AREAS BASED ON LIMITED INFORMATION PROVIDED IN SAID DOCUMENT.

PROPOSED IRON PARCEL
HORSE ACRES LLC,
 2,843 Ac.±

EXISTING 60 FT. WIDE UTILITY EASEMENT PER 12-0012975

FARMING EASEMENT AREA "C" 1.32 Ac.±
 HOUSE
 SS LINE
 LEACH FIELD
 WELL
 LEACH FIELD REPLACEMENT SITE
 FARMING EASEMENT AREA "A" 2.35 Ac.±

APN: 010-140-440
 SECTION 7
 SECTION 18
 APN: 010-150-010

SCALE: 1" = 200 Ft.
 THIS MAP IS INTENDED TO BE PLOTTED ON AN 11" x 17" SHEET OF PAPER AT A SCALE OF 1 INCH = 200 FEET. IF THE SHEET SIZE OF PAPER IS REDUCED OR ENLARGED PLEASE CHECK THE SCALE AGAINST THE BAR SCALE ABOVE.

FARMING EASEMENT AREA "C" 1.32 Ac.±

FARMING EASEMENT AREA "A" 2.35 Ac.±



PROPOSED PARCEL CONFIGURATION
 BLA Exhibit
 for: Steven Ericson and
 Iron Horse Acres LLC,
 SISKIYOU COUNTY, CALIFORNIA

Robert I. Martin
 Professional Land Surveying
 P.O. Box 111, Kensington, CA 94624
 Office: (530) 599-4432, Cell: (530) 905-1399
 www.riml.com Email: robert@riml.com

THE IRON HORSE ACRES PARCEL CONSIST OF 8 ASSESSOR PARCEL NUMBERS, APNs: 010-140-280, 010-140-300, 010-140-310, 010-140-330, 010-140-440 & 010-150-010, TOTALING APPROXIMATELY 1,728 ACRES. ONLY A SMALL PORTIONS OF APNs 010-140-440 & 010-150-010 ARE AFFECTED BY THIS BLA.

THE FOLLOWING EASEMENT DOCUMENTS LISTED IN THE ATTACHED REGULATORY TITLE REPORTS AFFECT THE IRON HORSE ACRES PARCEL DO NOT FALL WITHIN THE AREA OF THE PARCEL SHOWN HEREON, ARE NOT AFFECTED BY THIS BLA, AND THEREFOR NOT SHOWN:

451 O.R. 256, 831 O.R. 398, 882 O.R. 619, 893 O.R. 624,
 2000102413391, 14-0003911.

THE ERICSON PARCEL, AND THAT PORTION OF THE IRON HORSE PARCEL AFFECTED BY THIS BLA FALL UNDER THE CALIFORNIA AND WASHINGTON ACT OF 1893 (WILLIAMSON ACT) RECORDED IN VOL. 659 O.R. 142.

THE 10 FOOT WIDE TELEPHONE EASEMENT PER 873 O.R. 369 IS BLANKET IN NATURE, AND NOT READILY LOCATED ON THE GROUND.

EASEMENTS SHOWN AND LISTED ABOVE ARE BASED ON THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, ISSUING OFFICE: 920 FIFTH AVENUE, SUITE 1200, SEATTLE, WA 98104, COMMITMENT NO. NCS-11989504VA1

ZONING: AG-2-B-40 & AG-1

THIS PLAT IS PROVIDED FOR ILLUSTRATION PURPOSES ONLY. THIS PLAT IS NOT A RECORD OF SURVEY, OR A PARCEL MAP. ADDITIONAL EASEMENT AND UTILITIES AND IMPROVEMENTS EXIST, NOT SHOWN HEREON. PROPERTY LINES AND ACRES AGES SHOWN ARE APPROXIMATE BASED ON COUNTY ASSESSOR DATA, ACRES AGES SHOWN ARE SUBJECT TO CHANGE UPON A FIELD SURVEY.

Exhibit C

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Iron Horse Acres LLC

Address: 301 East Main Street, Turlock, CA 95380

Parcel Numbers: 002-340-040, 010-040-050, -140, 010-140-280, -300, -310, -330, and 010-150-010.

(the purpose of this W.A.contract amendment is to facilitate a Boundary Line Adjustment currently in process)

How long have you owned this land? Purchased December 2th, 2012 (12 years)

Type of Agricultural Use:

Dry pasture acreage 1300 acres +/-

Irrigated pasture acreage 1540 acres +/- (irrigated hay ground alfalfa, grass, and grain hay rotation)

Dry farming acreage n/a Crops grown n/a Production per acre n/a

Field crop average n/a Crops grown n/a Production per acre n/a

Type of irrigation (pivot line, ditch, etc.) pivot used for hay operation on irrigated pasture

Row crop acreage n/a Crops grown n/a Production per acre n/a

Other acreage n/a Type n/a Production per acre n/a

Other Income:

Hunting rights \$ n/a per year n/a acres

Fishing rights \$ n/a per year n/a acres

Other n/a rights \$ n/a per year n/a type n/a

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner Red Rock Siskiyou, LLC Number of acres 1,738

Rental fee per acre \$ 126.5 Use of land Agriculture - Hay Production

Terms of lease 5 years - cash lease Lease termination date December 31, 2027
2.5% escalator

Share cropped with others: Crop _____ Percent to owner _____ Acres _____

List expenses paid by landowner Property Taxes and major infrastructure repairs.

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 Paul A. Benjamin for Iron Horse Acres, LLC Date January 17, 2024

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 _____

Williamson Act Contract Amendment Questionnaire

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

Owner's name: Steven L. Ericson, Trustee

Address: c/o Law Office of Darrin Mercier, 205 Lane Street, Yreka, CA 96097

Parcel Numbers: 010-140-450 (the purpose of this W.A. contract amendment is to facilitate a Boundary Line Adjustment currently in process)

How long have you owned this land? Purchased December 31st, 2014

Type of Agricultural Use:

Dry pasture acreage n/a ** (the existing parcel is 10 acres prior to BLA, the resultant parcel will be 15 acres)**

Irrigated pasture acreage n/a

Dry farming acreage n/a Crops grown n/a Production per acre n/a

Field crop average n/a Crops grown n/a Production per acre n/a

Type of irrigation (pivot line, ditch, etc.) n/a

Row crop acreage n/a Crops grown n/a Production per acre n/a

Other acreage n/a Type n/a Production per acre n/a

Other Income:

Hunting rights \$ n/a per year n/a acres

Fishing rights \$ n/a per year n/a acres

Other n/a rights \$ n/a per year n/a type n/a

Quarrying \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Other \$ _____ per year _____ type _____

Land Leased to Others

Name of owner n/a 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 *Steve J. Erickson* Date 1-21-24

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 _____

RECORDED AT REQUEST OF
Siskiyou County Clerk
OFFICE RECORDS SISKIYOU COUNTY, CALIF.
5 MIN PAST 8 A.M.
FEB 25 1972

FILED

DEC 16 3 00 PM '71

10237

#140
FORM APPROVED
This 16 day of Feb, 1972
MICHAEL T. HENNESSY
County Counsel
Frank J. DeMarco
DEPUTY COUNTY COUNSEL
SISKIYOU COUNTY, CALIFORNIA

Vol. 653 Pg. 143
RECORDED FEB 7
No Chg.

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA
BY Joanne Kendrick
DEPUTY

OWNER/OWNERS NAME AS RECORDED: Carroll Robison
(include trust deed or other
encumbrance holders Use
separate sheet if necessary) _____

APPLICANT'S NAME (if other than above): _____

APPLICANT'S ADDRESS: Box 52 - Mt. Hebron, Calif.

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: _____ MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
10-14-7		482 AC
10-15-1	Cattle - hay - grain	562 AC
10-04-3		160
10-04-3		320
10-04-3		160
10-14-1	Excluding E 1/2 of NW 1/4 and NE 1/4 of SE 1/4 Sec 6 T45N R2E	358 AC

Total acreage 2122 AC

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: Carroll Robison

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION: _____

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 2-9, 1972, 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:

CARROLL ROBISON
MT HERBON CALIF
Box 52

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

Carroll Robison
OWNER

ATTEST:

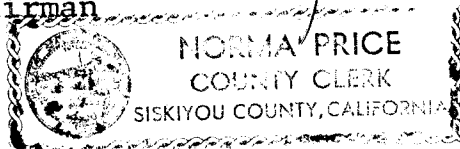
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 23rd day of February, 1972, 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.

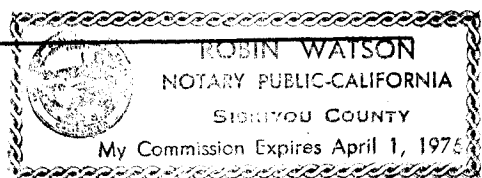
Robin Watson
Notary Public

My Commission Expires: _____

0000

STATE OF CALIFORNIA)
COUNTY OF Siskiyou)

ss.



On this 16th day of December, 1971,
before me, HELEN WALTER, a Notary
Public, in and for said Siskiyou County, personally
appeared Carroll Robison
known to me to be the person whose
name subscribed to the within instrument, and
acknowledged to me that he executed the same.

Helen Walter
Notary Public

My Commission expires: _____

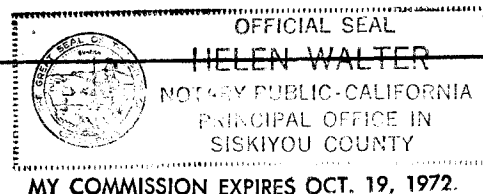


EXHIBIT "A"

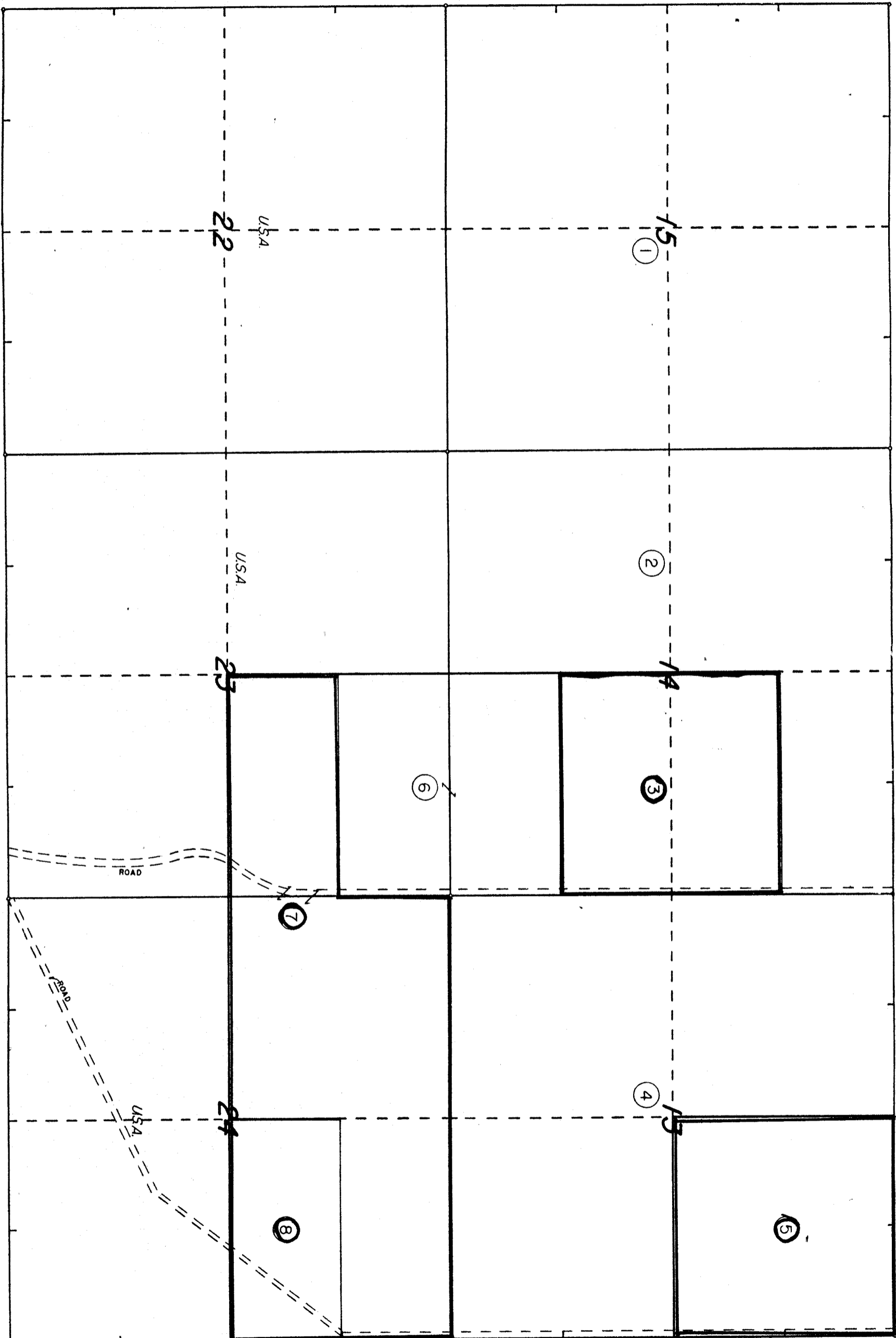
List Assessor's Parcel Numbers below

10-14-7	CATTLE-HAY-GRAIN	482 AC
10-15-7		562 AC
10-04-3		160
10-04-7		320
10-04-8		80
10-04-5		160

10-14-1 Excluding E $\frac{1}{2}$ of NW $\frac{1}{4}$ & NE $\frac{1}{4}$ of SE $\frac{1}{4}$
SFB T45N182E 358 AC

Total 2122

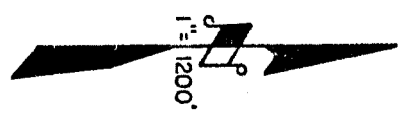
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance, REVENUE AND TAXATION CODE, SECTION 327.



T 45 N R 1 E

Tax Area Code 90-02

10-04



VOL 653 PAGE 153

05

Assessor's Map VOL 653 PAGE 154
County of Siskiyou, California

03

15

T 45 N R 2 E

Tax Area Code
90-02

10 - 14

58-00

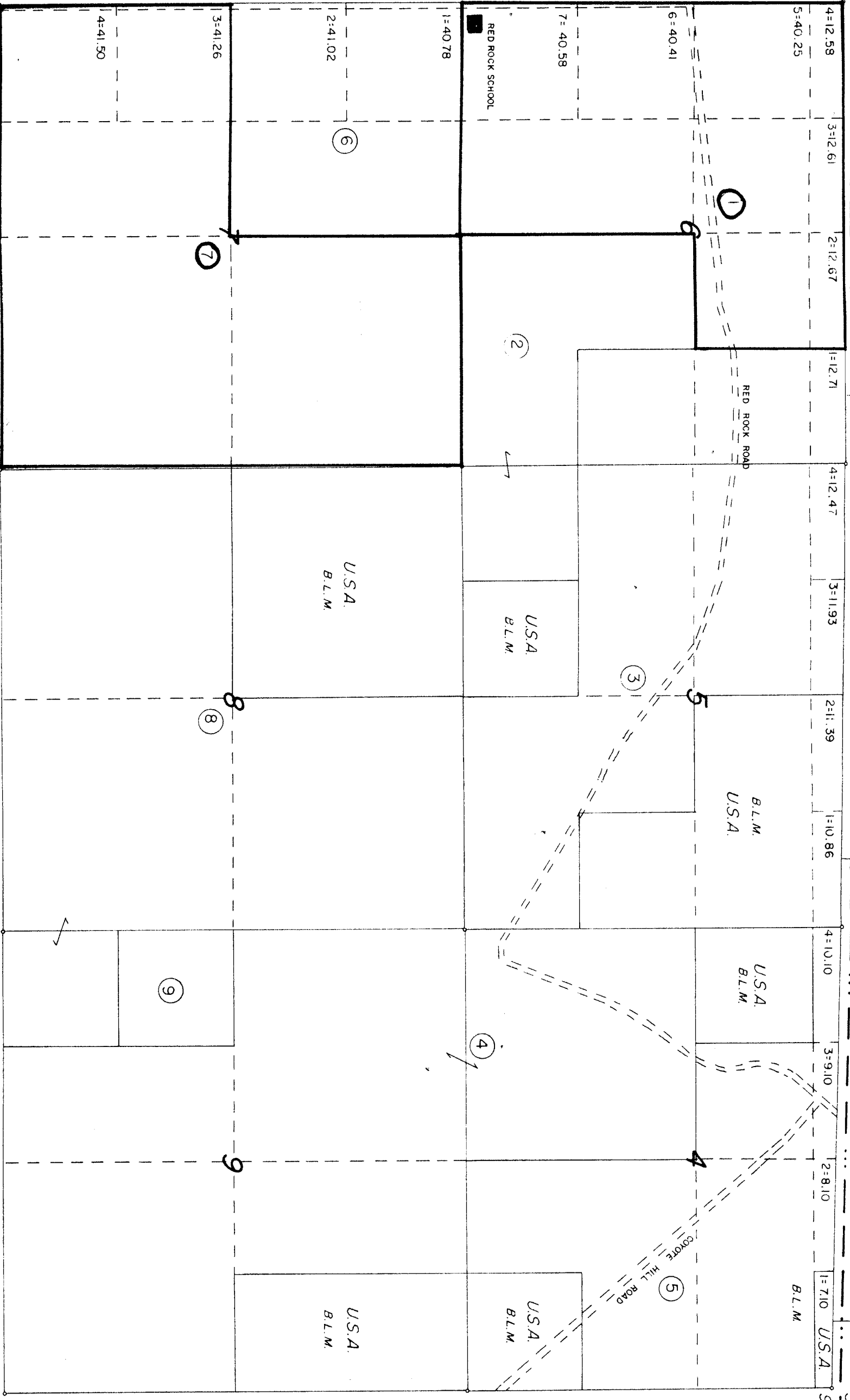
90-02

BOOK
2

58-00

90-02

1200'



PAGE
01.

PAGE
13

VOL 653 PAGE 155

PAGE
15

VOL 653 PAGE 156

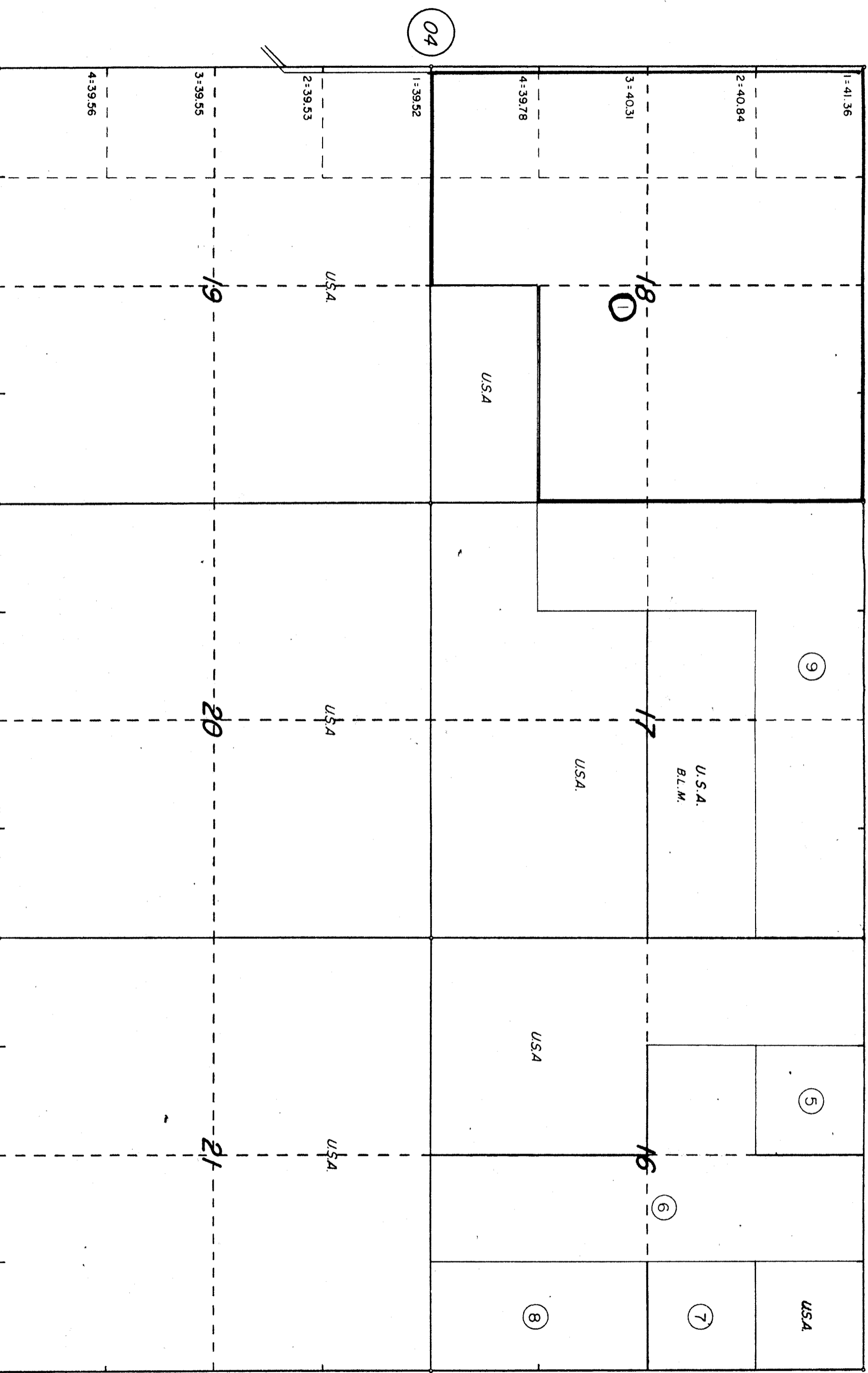
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NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.
 REVENUE AND TAXATION CODE, SECTION 327.

T 45 N R 2 E

Tax Area Code 90-02

10-15

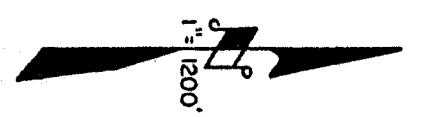


R 2 E

VOL 653 PAGE 157

18

Assessor's Map
 County of Siskiyou, California
 VOL 653 PAGE 158



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

9th day February 1972

PRESENT: Supervisors Mike Belcastro, Phil Mattos and Ernest Hayden. Chairman Hayden presiding.

ABSENT: Supervisors Earl F. Ager, and George Wacker.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE.

It was moved by Supervisor Mattos, seconded by Supervisor Belcastro, that Resolution No. 184, Book 4, being a Resolution approving Agricultural Preserve Contracts in new Agricultural Preserve, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is directed to record said contracts prior to March 1, 1972. Further, the following names are those listed on Exhibit A attached to Resolution 184, Book 4, whose contracts have been approved:

Brimmer, Archie
Brown, Robert or Eleanor H.
Burton, Fred W.
Burton, Fred W. and Davidson, Patricia
Clement, Paul, Edward and Albert
Clement, Paul and Edward
Criss Bros.
Costa, Arlan E., et al
Cross, George M.
Cross, George M.
Cross, Lucinda
Cross, Rose M.
Davidson, Patricia
Dexter, Roland G.
Fiock, Henry E. and Clement, Paul
Forest House Ranch
 Fred W. Burton
 Patricia Davidson
 Barbara Richardson
 Lynda See
 Timothy Burton
Hiway Market, Inc.
 W. C. Ealy, President

(CONT'D)

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

_____ day _____ 19____

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN NEW AGRICULTURAL PRESERVE. (CONT'D)

Hoellwarth, Orlyn and/or Joyce
Julien, Edward Hale aka Richard Edward Hale Julien
Kuck, D. J.
Kuck, Etta O.
Lewis, Robert O. and Schaap, Phoebe A.
Lutz, Ralph
Machado, Anthony C.
Machado Ranch Estate
Adelaide Machado Lemos
Mary Louise DeAvilla
Anthony C. Machado
Frank H. Machado
Martin, Brice Cooper and Brice P.
Makel, Harry and Madeleine
McKay, Addie
Nilsson, Claes & Geraldine
Peters, William & Evelyn
Peters, William C. and Evelyn W.
Rainey, Fred A. and Clarence R.
Ralphs, Walter W., Jr. and Jone W.
Richardson, Barbara, Lynda See and Timothy Burton
Robison, Carroll
Rogers, W. W. (deceased) and Lewis D. Maplesden as Life Tenant
Sargent, Ethel R.
Selby, Gene & Alma
Smith, Richard M.
Smith-Sawyer, Inc., by Blair Smith
Stumbaugh, Ronald and Lila
Thompson, Denzle L. and Alma L.
Tobias, Quentin J.
Walters, Larty
York, Dorman R. and Marita E.
York, Dorman R. and Marita E.
Young, Leland H.
Young, Leland H. and Mildred A.

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

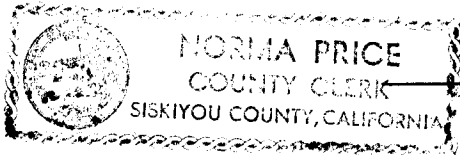
ABSENT: Supervisors Ager and Wacker.

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 2-9-72

Witness my hand and the seal of said Board of Supervisors, this 22nd day of February, 1972

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

MEMBERS:

EARL F. AGER . . . DIST. 1
PHIL MATTOS . . . DIST. 2
MIKE BELCASTRO . . . DIST. 3
GEORGE WACKER . . . DIST. 4
ERNEST A. HAYDEN . . . DIST. 5

Board of Supervisors
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

Carroll Robison
P.O. Box 52
Mt. Hebron, California

Dear Mr. Robison:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 653, Page 143, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By Joanne Kendrick
Deputy

This 17th day of Feb, 1976

10874

FEB 17 3 00 PM '76

Vol. 750 Page 205
812031

FRANK J. D...
SISKIYOU COUNTY, CALIFORNIA
FILED
SEP 30 11 00 AM '75
#284

RECORDER FEE \$ no chg. APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY BY CALIFORNIA

OWNER/OWNERS NAME AS RECORDED SCHADER, RICHARD G. & ROBIN M. ET AL
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none -- write none.)

see attached

APPLICANT'S NAME (if other than above): SAME

APPLICANT'S ADDRESS: P.O. Box 218, MACDOEL, CA 96058

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: _____

MAILING ADDRESS: _____

DESCRIPTION OF PROPERTY
(Use separate sheet if necessary)

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>HAY, GRAIN, LIVESTOCK</u>	<u>2-340-040</u>	<u>560</u>
" " "	<u>10-070-010</u>	<u>320</u>
" " "	<u>10-070-020</u>	<u>560</u>
" " "	<u>10-100-010</u>	<u>480</u>
" " "	<u>10-100-020</u>	<u>400</u>
" " "	<u>10-140-310</u>	<u>142.4</u>
" " "	<u>10-140-330</u>	<u>150.4</u>
Total Acreage		<u>2612.8</u>

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: *Richard G. Schader*
Robin M. Schader

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

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

PRESENT ZONING: _____ PRESENT GENERAL PLAN DESIGNATION _____

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 March 1, 1976, 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

EXHIBIT "A"

List Assessor's Parcel Numbers below:

9-340-040 ✓

10-070-010

10-070-020 ✓

10-100-010 ✓

10-100-020 ✓

10-140-310

10-140-330

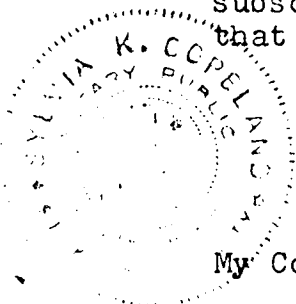
Notice to the Owner shall be addressed as follows:

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

R. C. Schader
R. M. Schader
OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 26th day of September, 19 75, before me, Sylvia K. Copeland, a Notary Public, in and for said Siskiyou County, personally appeared R. C. Schader and R. M. Schader known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



SYLVIA K. COPELAND
NOTARY PUBLIC
SISKIYOU COUNTY
CALIFORNIA

Sylvia K. Copeland
Notary Public

My Commission expires: June 29, 1978

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Norma Price
Clerk

[Signature]
Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SISKIYOU)

On this 11th day of February, 19 76, before me, Forrest R. Simpson a Notary Public, in and for said Siskiyou County, personally appeared George Wacker 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.



Forrest R. Simpson
Notary Public

My Commission Expires: Nov. 23, 1977

VOL 750 PAGE 214

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 26th day of September, 19 75.

Carroll Robison
LIENHOLDER

STATE OF CALIFORNIA)
) ss.
COUNTY OF Siskiyou)

On this 26th day of September, 19 75, before me, Sylvia K. Copeland a Notary Public, in and for said Siskiyou County, personally appeared Carroll Robison known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sylvia K. Copeland
Notary Public

My Commission Expires: June 29, 1978

[Faint notary stamp text]
SISKIYOU COUNTY
My Commission Expires June 29, 1978
P. O. Box 151, Prineville, CA 97536

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU
AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME Schader, Richard's Riv. M. ADDRESS Box 218, Macdoel, Ca. 96053

PARCEL NUMBERS 2-340-040 10-070-010 10-070-020 10-100-010
10-100-020 10-140-310 10-140-330

HOW LONG HAVE YOU OWNED THIS LAND? Since June 1974

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 2177.8 Carrying capacity 50 HD, 1mo.

Irrigated pasture acreage _____ Carrying capacity _____

Dry farming acreage 435 Crops grown grain Production per acre 600⁺⁺

Field crop acreage _____ Crops grown _____ Production per acre _____

Row crop acreage _____ Crops grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

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

Other recreational rights \$ _____ per year _____ type _____ Mineral rights \$ _____

LAND LEASED FROM OTHERS:

Name of Owner Keith Truax No. of acres 100

Rental fee per acre 10% gross Use of land alfalfa - seeded 1975

Terms of lease 10 years Lease termination date Dec 31, 1984

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

LAND LEASED TO OTHERS:

Name and address of lessee Bob Cheyne

No. of acres 454 Rental fee per acre 100⁰⁰ Use of land Potatoes

Terms of lease 1 year Lease termination date Dec 31, 1975

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

List expenses paid by land owner all water costs, approx \$20-\$25/acre.

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 RC Schader Date 9/27/75

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.

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

10th day February 19 76

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

COUNTY ADMINISTRATOR: Richard Sierck

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Frank DeMarco

PURPOSE OF MEETING: Regular

RESOLUTION ADOPTED - APPROVING AGRICULTURAL PRESERVE CONTRACTS IN AGRICULTURAL PRESERVE ESTABLISHED BY RESOLUTION NO. 30, BOOK 7, ADOPTED FEBRUARY 10, 1976.

It was moved by Supervisor Torrey, seconded by Supervisor Porterfield, that Resolution No. 31, Book 7, being a Resolution approving agricultural preserve contracts in agricultural preserve established by Resolution No. 30, Book 7, adopted February 10, 1976, is hereby adopted and the Chairman authorized to sign. Further, the Clerk is authorized and directed to record said Contracts.

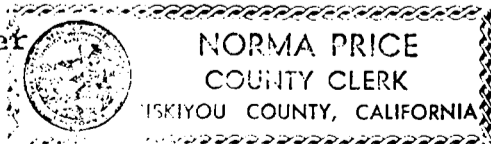
AYES: Supervisors Hayden, Porterfield and Torrey.
NOES: None.
ABSENT: None.
ABSTAINED: Supervisor Belcastro.

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 2-10-76.

Witness my hand and the seal of said Board of Supervisors, this 17th day of February, 1976.

cc: File
✓ Recorder



NORMA PRICE
County Clerk and ex Officio Clerk of the Board
of Supervisors of Siskiyou County, California

By Joanne Davis
Deputy Clerk

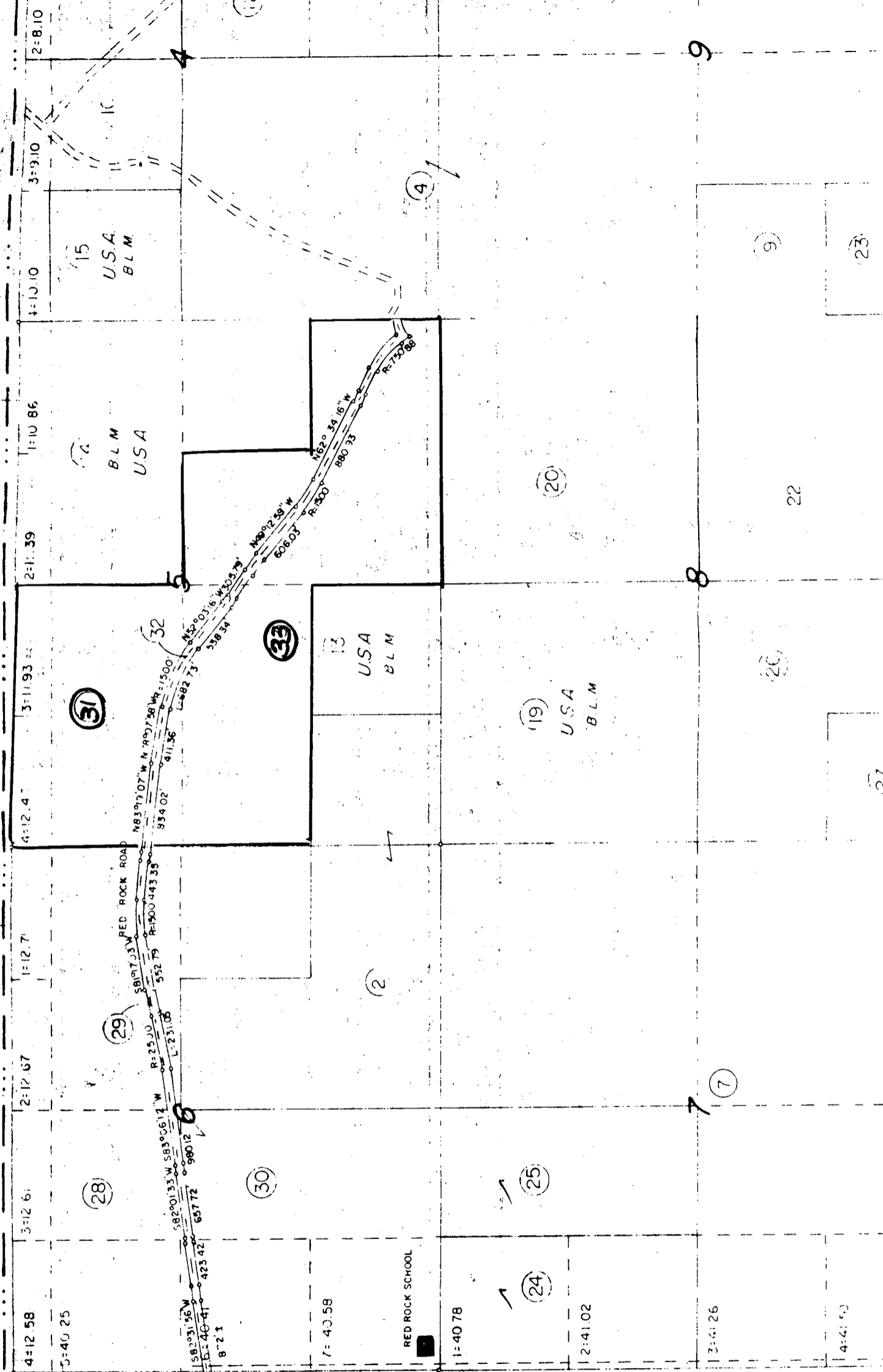
THESE MINUTES ARE SUBJECT TO CHANGE READ BY THE BOARD OF SUPERVISORS

90-09
90-04

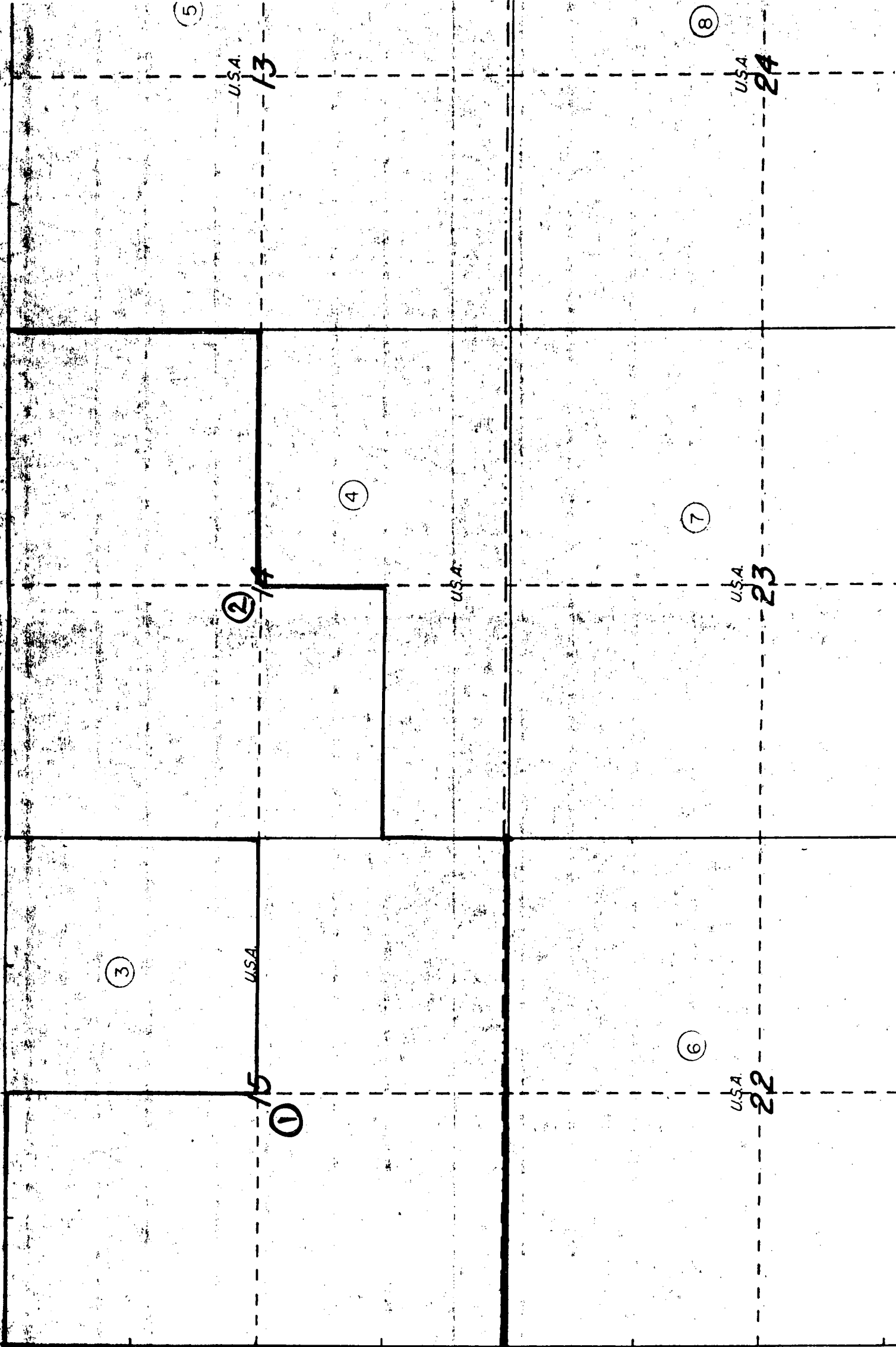
VUL (U) PAGE 219

BOOK
2

PAGE
01



10-140-310
10-140-330
Exhibit E-2



90-04/PAGE
90-03 09

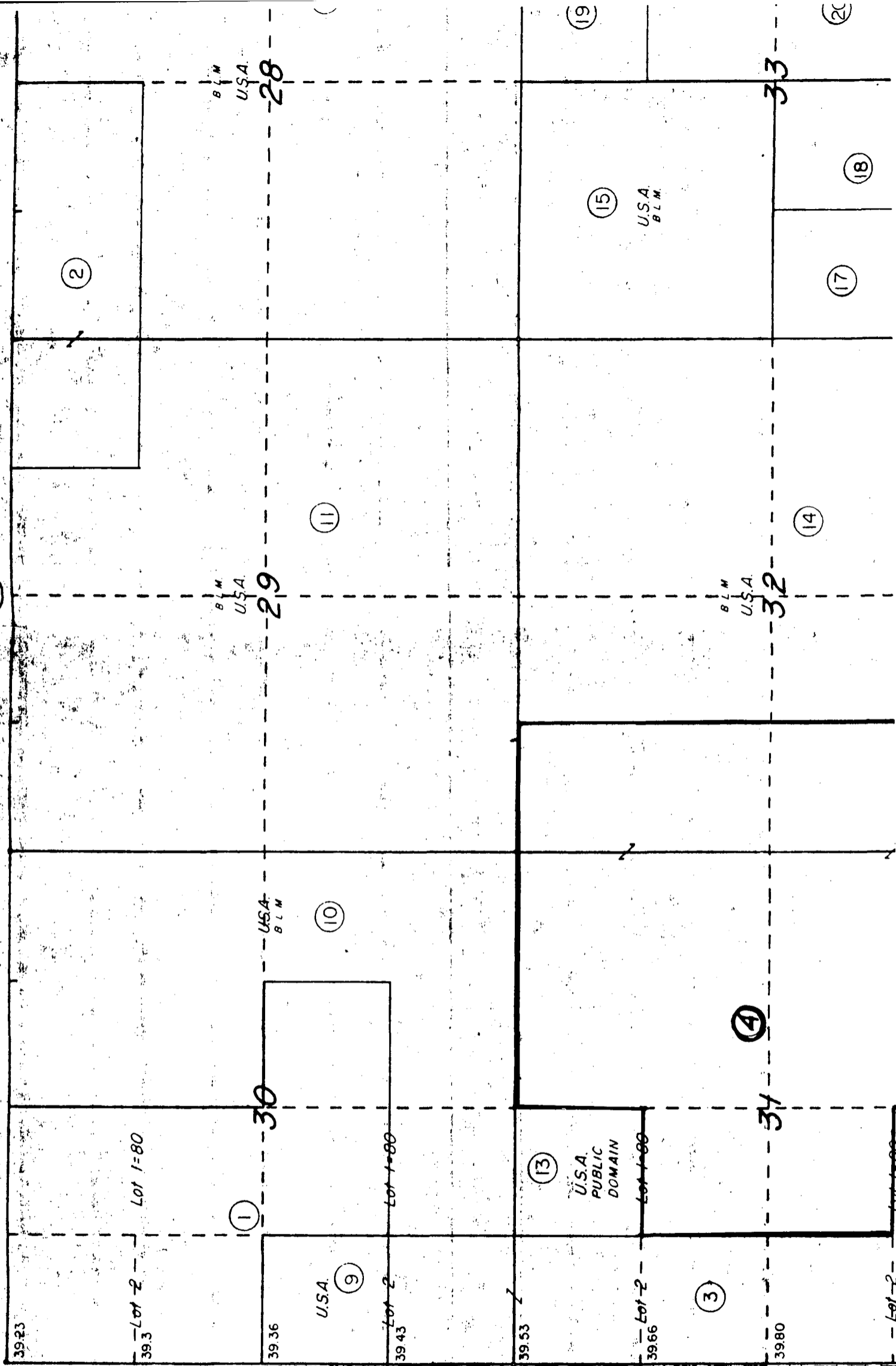
100 COUNTY ASSESSOR'S
NO. 10-100-010
10-100-020

BOOK	PAGE	FILE	PARCEL

THE ABOVE ASSESSMENT NUMBER DESCRIBES
THE PARCEL NUMBER ONLY. IT IS SUGGESTED
THAT THIS MAP AS A REFERENCE BE USED FOR
RECORDS

L. D. BABE TAYLOR
County Assessor

Exhibit E-2



90-09
90-02

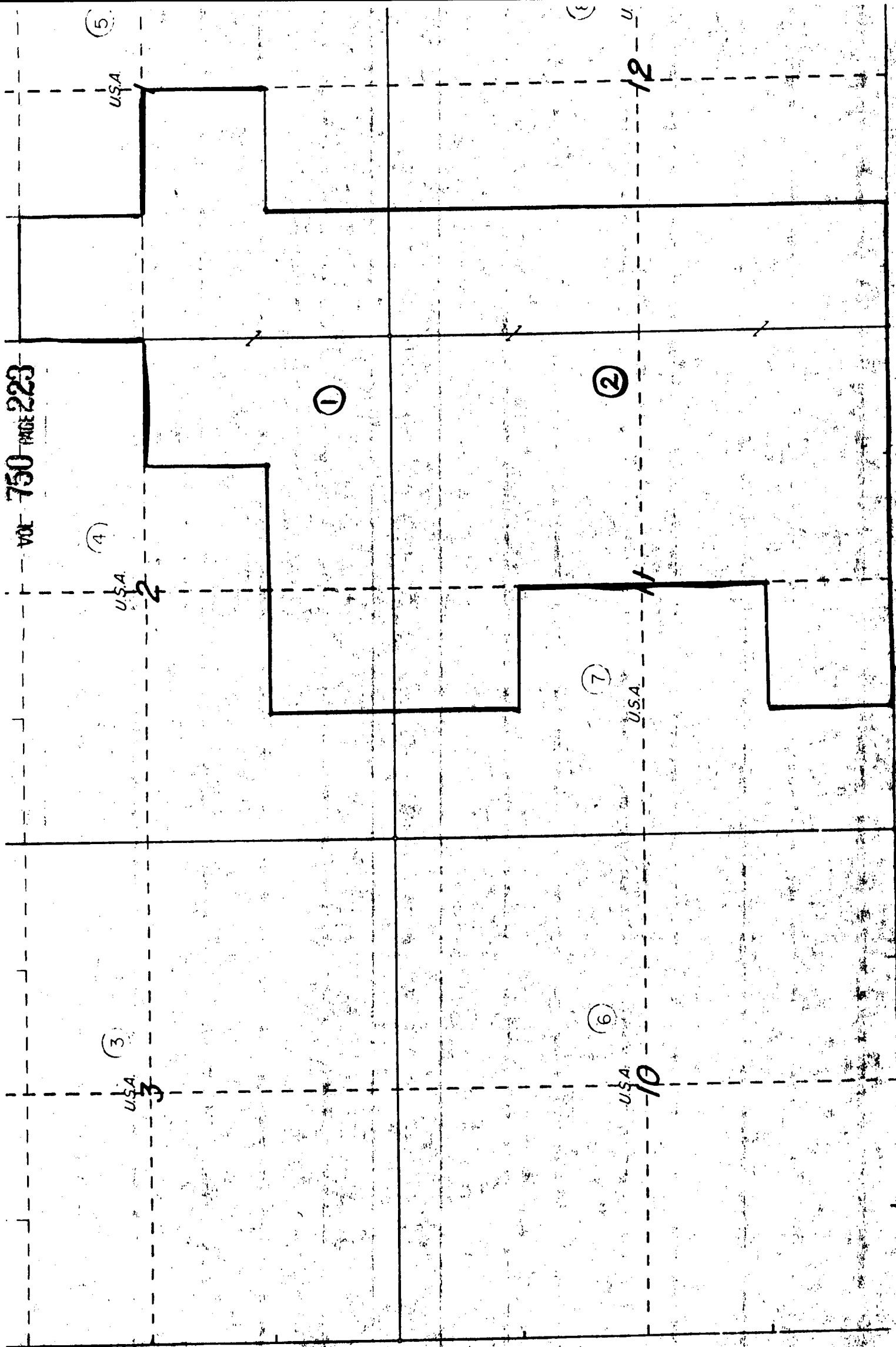
PAGE 17

NO ASSIGNMENT NOTICES BEING
 FILE NUMBER ONLY, IT IS SUGGESTED
 MAP AS A PERMANENT RECORD FOR
 L. D. BARE TAYLOR
 County Assessor

BOOK	PAGE	PARCEL

2-340-040

Exhibit E-2



BOOK	PAGE	PARCEL
10-070-010		
10-070-020		

PARCEL NO. 10-070-010

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Exhibit E-2

PAGE 08

L. D. BABE TAYLOR

County Assessor

* SINCE TAX BILLS AND ASSESSMENT NOTICES DESCRIBE THE PROPERTY BY PARCEL NUMBER ONLY, IT IS SUGGESTED THAT YOU KEEP THIS MAP AS A PERMANENT RECORD FOR REFERENCE PURPOSES.

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