

Staff Report

Submission Date: June 13, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Root APA-25-07, Williamson Act Contract No. 71047, Application to rescind property from the existing contract and reissue a single contract consisting solely of their property with the primary Commercial Agricultural Use of rangeland and pasture for livestock production and forage.

Location: The project site is located south and west of the community of Gazelle, west of Old Highway 99, on Gazelle Callahan Road, on APNs 022-290-210, 022-290-040, 022-290-050, 022-300-010 and 022-290-090, Township 42N, Range 6W, Sections 15, 16, 17 & 20, MDBM.

Exhibits: **A.** Map of property under existing contract No. 71047
B. Location Map
C. Zoning Map
D. Map of 233 acres Not Currently Under Contract
E. NRCS Soils Data and Maps
F. Williamson Act Contract Amendment Questionnaire
G. Existing Contract 71047 and Establishment of Agricultural Preserve

Background and Discussion

The applicant has requested to rescind the subject property from the existing Williamson Act Contract and reissue a contract consisting solely of property under their ownership. The subject property is approximately 1927 acres, which is currently under contract which has two separate property owners.

During the initial review, it was found that a 233-acre portion (Exhibit D) of one parcel that is proposed to be included in the Williamson Act Contract is within an Ag Preserve but not under Williamson Act Contract. This portion had been issued a Notice of Non-Renewal by the landowner in 1998. Staff reached out to the applicant regarding this issue, as the entire legal parcel should be under contract. The applicant explained that due to financial issues, the family thought they would have to sell off a portion of the ranch to keep the ranch in the family. Fortunately, they were able to keep the Double RR Ranch together under the Root ownership. The 233-acre portion has continued to be used for livestock grazing as part of the ranch. The Root family indicated that they had reached out to planning staff to have the 233 acres brought back into the contract but were told that due to the lack of subvention funding, the county was not bringing property into contracts.

The applicant would prefer to have the 233 acres included in the new contract, increasing the acreage to 2160 acres.

There appears to have been miscommunication which began when the owner issued the Notice of Non-Renewal as the 233-acre parcel is not a separate legal parcel, therefore could not have been sold separately. In order for it to have been sold in 1998 or later, it would have required a division of the legal parcel of which it is only a portion of.

The property division should have occurred in conjunction with the Notice of Non-renewal as to not leave only a portion of a legal parcel under the existing Williamson Act Contract.

Parcel Creation

- A portion of APN 022-300-010 with a portion of APN 022-290-050 is one 560-acre, legal parcel as described as Parcel II in Grant Deed as recorded on January 2, 1959, in Siskiyou County Records in Volume 415 at Page 485.
- A portion of APN 022-300-010 is one 160-acre, legal parcel as described as Parcel VI in Grant Deed as recorded on January 2, 1959, in Siskiyou County Records in Volume 415 at Page 485 and later modified when a portion was sold separately by Grant Deed as recorded on February 7, 1969, in Volume 571 at Page 493.
- A portion of APN 022-290-050 is one 80-acre, legal parcel as described as Parcel I in Grant Deed as recorded on January 2, 1959, in Siskiyou County Records in Volume 415 at Page 485.
- APNs 022-290-040, 022-290-090, 022-290-200* and 022-290-210 together are one 1360-acre legal parcel as described in Grant Deed as recorded on February 3, 1955, in Siskiyou County Records in Volume 344 at Page 377.

**A 233-acre portion (APN 022-290-200) of this parcel is not under Williamson Act Contract.*

Parcel History

Williamson Act Contract

- The subject property is a portion of Williamson Act Contract No. 71047 (Clerk's Record - 45) as recorded on May 5, 1971, the Siskiyou County Records in Volume 621 at Page 419.
 - A Notice of Non-Renewal was issued by the landowner for 233 acres. This Non-Renewal was recorded on October 9, 1997, in the Siskiyou County Records as Document No. 1997-0012131.

Agricultural Preserve

The subject property is within an Agricultural Preserve which is made up of property that is not contiguous or owned in common.

- Preserve as established by Board of Supervisor's Minute Order on February 23, 1971.

Note: All of the subject property, including the 233 acres that had been issued a notice of Non-Renewal are included in the above-mentioned Agricultural Preserve.

Analysis

Preserve Requirements

Property ownership

Under the County Rules Section VI, Item B, parcels within an agricultural preserve should be under one ownership or contiguous.

The existing Ag Preserves consists of property under several different ownerships and the property is not contiguous. The existing Ag Preserves should be amended to remove the subject property and a new Ag Preserve be established, 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.

The subject property consists of four parcels totaling 2160 acres, exceeding the 100-acre minimum size.

Contract Requirements

Zoning

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

All property proposed to be part of the preserve is zoned Prime Agricultural (AG-1) as shown on the zoning map (Exhibit C).

Minimum Parcel Size

Per County Rules Section III, Item B, 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.

At 80, 160, 560 and 1360 acres, the parcels meet the minimum acreage requirement.

Legal Parcel Inclusion – Increased in Acreage

Per County Rules Section III, Item B, an increase in Ag Preserve and Williamson Act Contract is considered to be a significant increase if it is more than 2.5 percent of the contracted property but not to exceed 25 acres or as determined by the Board of Supervisors and advised by the Administrator on a case-by-case basis.

Only 1127 acres of the 1360-acre parcel is under contract. The entire legal parcel should be included in the new contract.

All the subject property is currently within Ag Preserve. The proposal would increase the acreage under contract by less than 2.5 percent (540 for this proposed contract) but more than 25 acres.

Agricultural Soils Class

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

The land contains approximately 450.37-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit E).

<u>Soil Type</u>	<u>Acres +/-</u>	<u>Class</u>	<u>Ratio to Class</u>	<u>Equivalent</u>
178	822	VII	10:1	82.2
124	364	IV	4:1	91
223	226	III	2:1	113
123	192	III	2:1	96
237	82	VII	10:1	8.2
122	76	III	2:1	38
213	62	VIII	0	0
238	46	VII	10:1	4.6
222	22	VI	6:1	3.67
114	13	III	2:1	6.5
221	6	III	2:1	3
113	5	III	2:1	2.5
177	4	VII	10:1	0.4
144	3	VII	10:1	0.3
220	2	III	2:1	1
239	2	VIII	0	0
Total	1927			450.37

Production Uses

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

The property has historically been used for and continues to be used for livestock grazing.

Compatible Uses

Per County Rules Section IV, lands shall be used principally for commercial agricultural production. However, secondary uses that are incidental to or supportive of the commercial agricultural use can be allowed.

Along with livestock grazing, 1040 acres is utilized for Timber Production. Approximately 20 acres are grazed by not only commercial livestock but horses as well. 3 acres are dedicated to agricultural accessory structures, barns and storage buildings.

Residential Uses

County Rules Section IV, Item C, allows for residential structures.

One residence is owner occupied and the other is a long-term rental.

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

Agricultural Preserve Administrator Recommendation

Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. The Administrator recommends the Siskiyou County Board of Supervisors adopt Resolutions amending the existing Agricultural Preserves to remove the subject property, establish a new preserve consisting of the 2160 acres, which includes the addition of the 233 acres previously non-renewed from Williamson Act contract, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 2160-acre preserve.

Approved by:

County of Siskiyou
Agricultural Preserve Administrator

Hailey Lang
Agricultural Preserve Administrator

Date of Approval

Preparation: Prepared by the Siskiyou County Planning Division (B. Cizin) on June 13, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



Exhibit A – Property Under Current Contract 71047



Exhibit B - Location

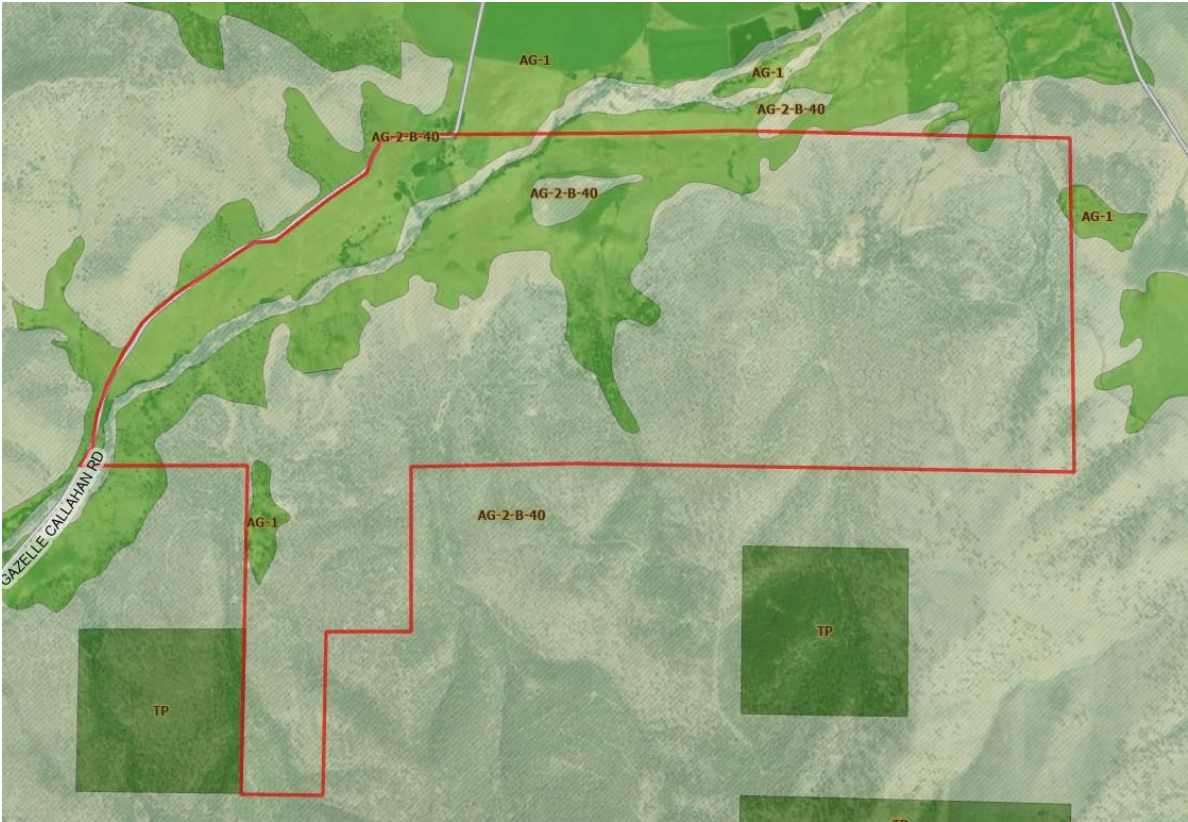


Exhibit C – Zoning

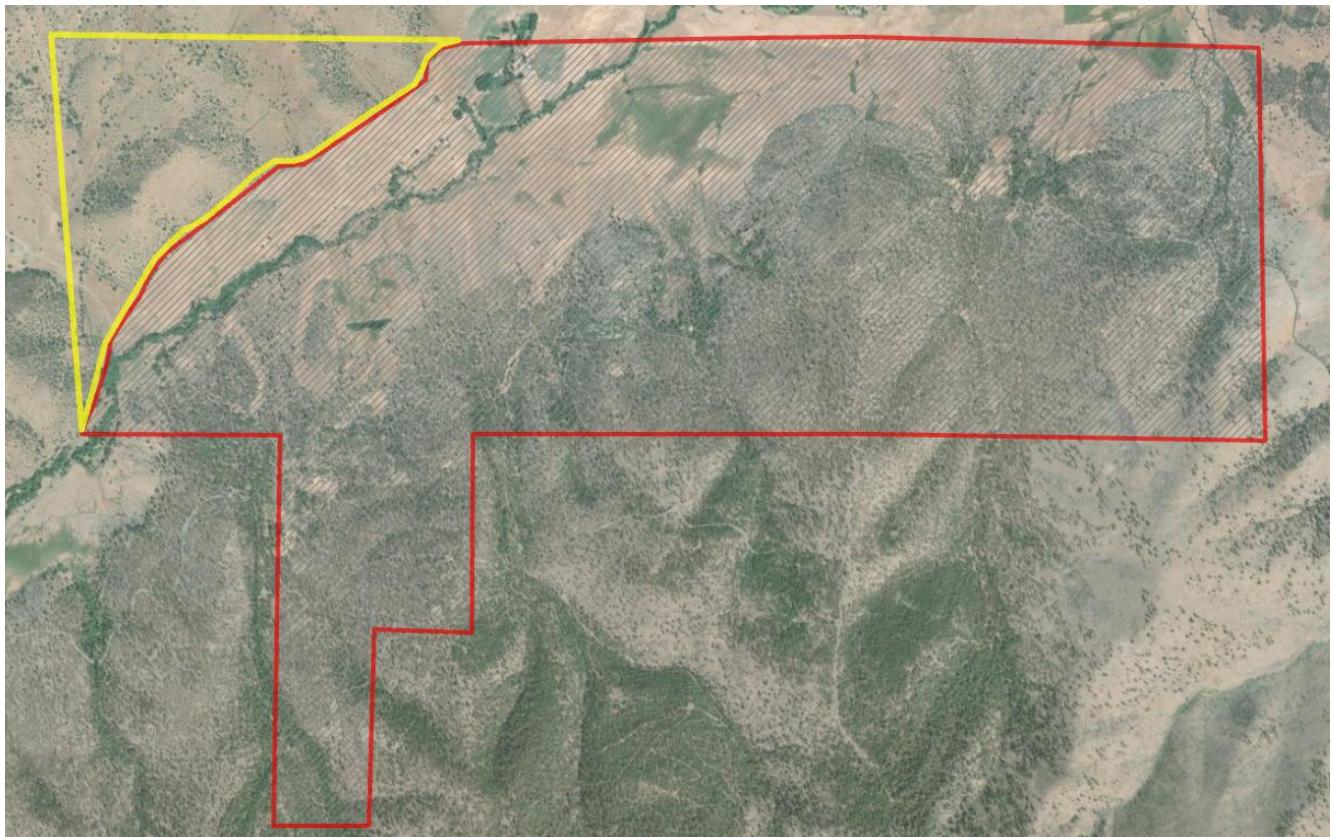


Exhibit D – 233 acres proposed to be added to contract (shown in yellow)

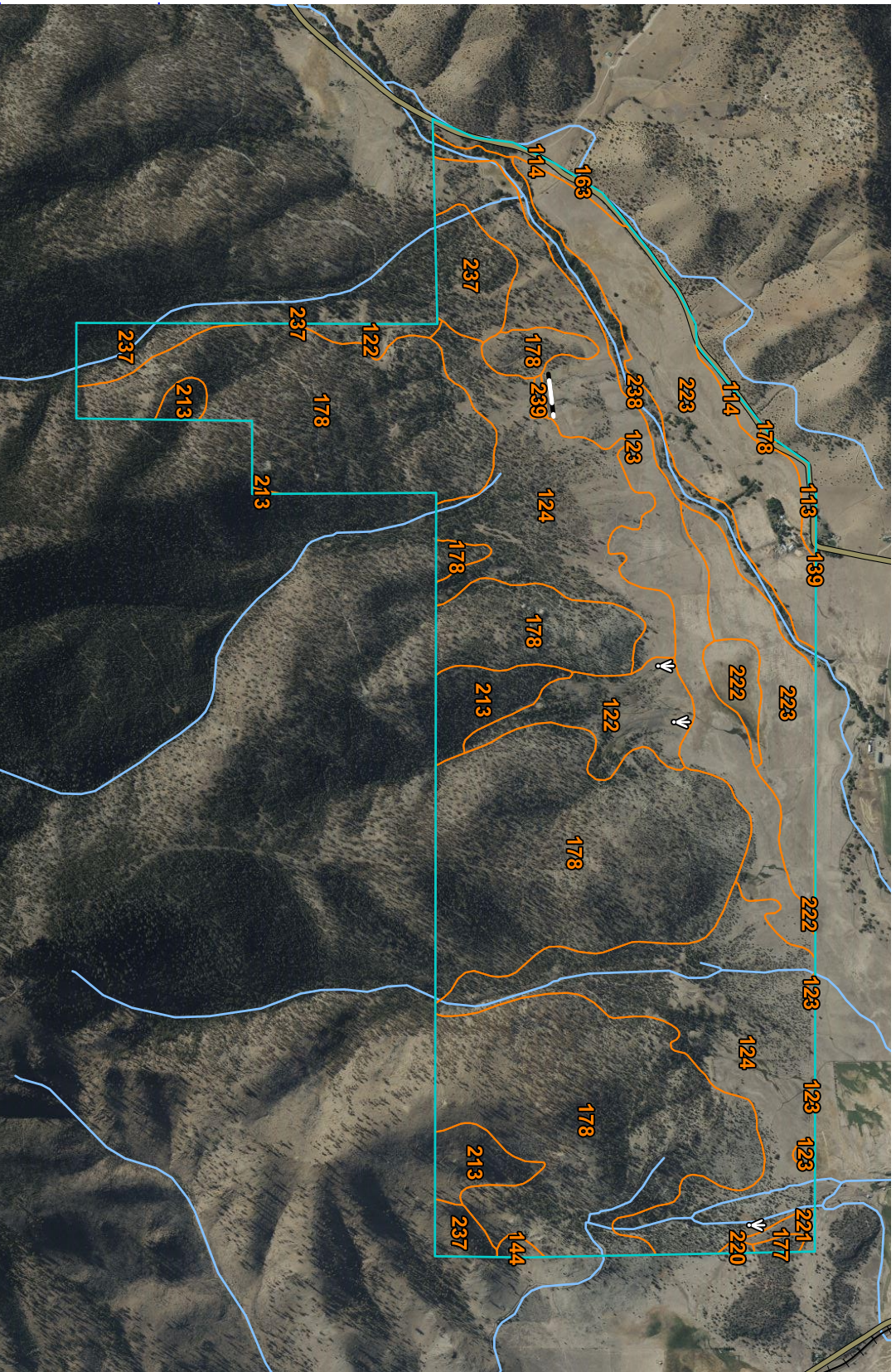
Soil Map—Siskiyou County, California, Central Part
(APA-25-07)

41° 29' 49" N

122° 34' 45" W

122° 30' 35" W

41° 29' 49" N



41° 27' 47" N

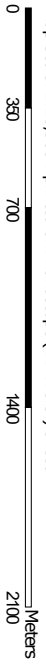
122° 34' 45" W

122° 30' 35" W

41° 27' 47" N

Map Scale: 1:26,500 if printed on A landscape (11" x 8.5") sheet.

N



Map projection: Web Mercator Corner coordinates: WGS84












Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

6/4/2025
Page 1 of 3

MAP LEGEND

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

MAP INFORMATION

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Siskiyou County, California, Central Part

Survey Area Data: Version 17, Aug 28, 2024

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

Date(s) aerial images were photographed: Oct 12, 2022—Oct 17, 2022

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
113	Bonnet gravelly loam, 0 to 2 percent slopes	6.7	0.4%
114	Bonnet gravelly loam, 2 to 5 percent slopes	16.4	0.9%
122	Copsey clay, 0 to 9 percent slopes	67.3	3.6%
123	Copsey gravelly clay, 2 to 9 percent slopes	185.3	9.8%
124	Copsey cobbly clay, 2 to 9 percent slopes	360.8	19.1%
139	Dotta loam, 0 to 2 percent slopes	0.1	0.0%
144	Dubakella-Ipish complex, 30 to 50 percent slopes	3.3	0.2%
163	Jilson-Duzel gravelly loams, 5 to 50 percent slopes complex	0.1	0.0%
177	Lithic Haploxerolls-Rock outcrop complex, 0 to 65 percent slopes*	3.1	0.2%
178	Lithic Xerorthents-Rock outcrop complex, 0 to 65 percent slopes*	818.4	43.2%
213	Rock outcrop-Dubakella complex, 30 to 50 percent slopes	61.2	3.2%
220	Salisbury gravelly clay loam, 5 to 9 percent slopes	1.5	0.1%
221	Salisbury cobbly loam, 0 to 9 percent slopes	5.9	0.3%
222	Settlemeier loam, 0 to 2 percent slopes	19.3	1.0%
223	Settlemeier loam, drained, 2 to 5 percent slopes	223.6	11.8%
237	Weitchpec variant-Rock outcrop complex, 5 to 65 percent slopes	71.3	3.8%
238	Xerofluvents, nearly level	46.1	2.4%
239	Water	2.0	0.1%
Totals for Area of Interest		1,892.4	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): Root Norman F & Ann C Root Trust

Parcel Numbers: 022-290-210, 022-290-040, 022-290-050, 022-300-010, 022-290-090

How long have you owned this land? 1996

Lienholders ☐ Deed of Trust included in packet ☐ No lienholders for this property

Company Name: _____ Contact Name: _____

Phone: _____ Email: _____

Type of Agricultural Use:

- ☒ Grazing
- ☒ Dry pasture acreage 1661 Species: Cattle # head 40 # days per yr.
- ☒ Irrigated pasture acreage 266 Species: Cattle # head 140 # days per yr.
- ☐ Dry farming acreage _____ Crops grown _____ Production per acre _____
- ☐ Field crop acreage _____ Crops grown _____ Production per acre _____
- ☐ Row crop acreage _____ Crops grown _____ Production per acre _____
- ☐ Other acreage _____ Type _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) sprinkler, flood, ditch, 8"gravity line

Total Acres in Agricultural Production: 1927

☐ Timber Production acreage _____

Other Uses:

Indicate if this is concurrent with the Ag Uses above or the sole use of the acreage noted

- ☒ Timber Production 1040 acres ☒ with Cattle ag use ☐ only use
- ☒ Residential 3 acres
- ☒ Offices, packing facilities, vending facilities, etc. 3 acres
- ☐ Surface mining _____ acres ☐ with _____ ag use ☐ only use
- ☒ Equine pasture and facilities 20 acres ☒ with cattle ag use ☐ only use
- ☐ Agricultural Enterprises _____ acres ☐ with _____ ag use ☐ only use
- ☐ Open Space _____ acres where no ag use is occurring
- ☒ Other Bees acres. Description: Two hive areas of about 8 hives each, Hunting
 - ☐ With _____ ag use ☐ No ag uses
- ☐ Conservation Program _____ acres. (attach Conservation Easement/Agreement)
 - ☐ With _____ ag use ☐ No ag uses

Land Leased to OthersName of owner Root Norman F & Ann C Root Trust Number of acres 1927Use of land Cattle, Wood, HuntingTerms of lease Shared Profit Schedule Lease termination date December 31, 2030**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 Ann C Root Date 4-21-25**Planning Staff Comments Below**The above property is within one mile of a city: ☐ Yes ☐ No

Name of City: _____

Present Zoning _____

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: BOYD L. & RUTH V. ROBERTSON
 (Include trust deed or other
 encumbrance holders Use
 separate sheet if necessary) _____

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

APPLICANT'S ADDRESS: STAR ROUTE, GAZELLE, CALIF. 96034

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
CATTLE RANCH	22-290-050	160
	22-290-090	240
	22-290-040	480
	22-300-010	640
	22-290-030	640
	20-100-420	80
	20-100-410	23.9
	20-100-430	1.0

Total acreage 2264.9

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: Boyd L. Robertson
Ruth V. Robertson

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: _____

May 23, 1971

C
O
P
Y
Mr. and Mrs. Boyd L. Robertson
Star Route
Gazelle, California 96034

Dear Mr. and Mrs. Robertson:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 26, 1971, was recorded May 5, 1971, Vol. 621, Page 419, Official Records of Siskiyou County. I am returning a copy of said contract for your files.

Very truly yours,

Norma Price, Clerk
Board of Supervisors

By _____ Deputy

Encl.

MAY 5 11 22 AM '71
Vol. 621, Page 419

11531

RECORDER

FF \$ PREAMBLE TO LAND CONSERVATION CONTRACT
No Charge

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on Feb 26 ~~Jan 19~~, 1971, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

(d) The provisions of subdivisions (a) and (b) of this Section 7 and the provisions of Section 51295 of the Act (Government Code) shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water, road, or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility. The filing of any such action in eminent domain for the condemnation or the acquisition of any such easement or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall not be considered in the valuation process.

Section 8. NO PAYMENT BY COUNTY. The Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it

being recognized and agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the Owner as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

Section 9. CANCELLATION. (a) This Contract may be cancelled only by mutual agreement of the Owner and County pursuant to Section 51282 of the Act (Government Code) when, after public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board of Supervisors finds (1) such cancellation is in the public interest and not inconsistent with the purposes of the Act, and (2) it is neither necessary nor desirable to continue the restrictions imposed by this Contract; provided, however, this Contract shall not be cancelled until the hereinafter specified cancellation fee has been paid, unless such fee or portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code).

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors

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

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

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

Section 11. DIVISION OF LAND - NEW CONTRACTS. In the event the Premises is divided, a contract identical to the contract then covering the Premises shall be executed by the Owner of each parcel created by the division at the time of the division.

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS. The owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in the Resolution establishing the Agricultural Preserve.

Section 13. CONTRACTS BINDS SUCCESSORS. The term "Owner" as used in this contract shall include the singular and plural and the heirs, executors, administrators, successors and assigns and this Contract shall run with

the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 14. REMOVAL OF LAND FROM PRESERVE.

Removal of any land under this Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County.

Section 15. CONVEYANCE CONTRARY TO CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit the use of the subject property or create a division of the land contrary to the terms of this Contract, or any renewal thereof may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County by the District Attorney for the purpose of compelling compliance or restraining a breach thereof.

Section 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

Section 17. NOTICE. Any notice given pursuant to this contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors
County of Siskiyou
Courthouse
Yreka, California 96097

Notice to the Owner shall be addressed as follows:

Boyd L. & Ruth V. Robertson
STAR Route
Gazelle, CA. 96034

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

Boyd L. Robertson ✓
Ruth V. Robertson ✓

OWNER

ATTEST:

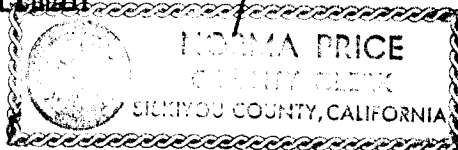
COUNTY OF SISKIYOU, Board of
Supervisors

Norma Price
Clerk

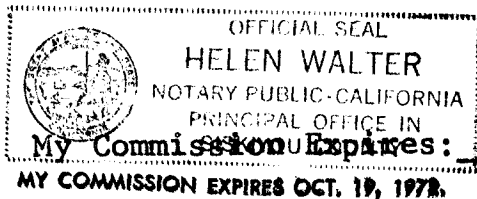
Ernest A. Hayden
Chairman

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU)

ss.



On this 26th day of February, 1971, before
me, Helen Walter a Notary Public, in and
for said Siskiyou County, personally appeared
Ernest A. Hayden known to me to be the
Chairman of the Board of Supervisors of Siskiyou County
whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Helen Walter
Notary Public

oo0oo

STATE OF CALIFORNIA)
COUNTY OF)

ss.

On this 19th day of January, 1971,
before me, Mary E. Lindley, a Notary
Public, in and for said Siskiyou County, personally
appeared Ruth V. Robertson & Boyd L. Robertson
known to me to be the person s whose
name s are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Mary E. Lindley
Notary Public
MARY E. LINDLEY

My Commission expires:

MY COMMISSION EXPIRES JAN. 18, 1972

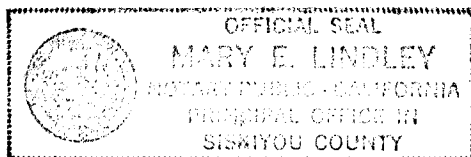


EXHIBIT "A"

List Assessor's Parcel Numbers below

TAC 70-01 - 22-290-050

22-290-090

22-290-040

22-300-010

22-290-030

TAC 54-02 - 20-100-420

20-100-410

20-100-430

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

4th day May 19 71

PRESENT: Supervisors George Wacker, Earl F. Ager, Ernest A. Hayden, Mike Belcastro
and Phil Mattos. Chairman Hayden presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

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

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

STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss
ABSENT: None.

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

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

cc: Recorder



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

By _____ Deputy Clerk

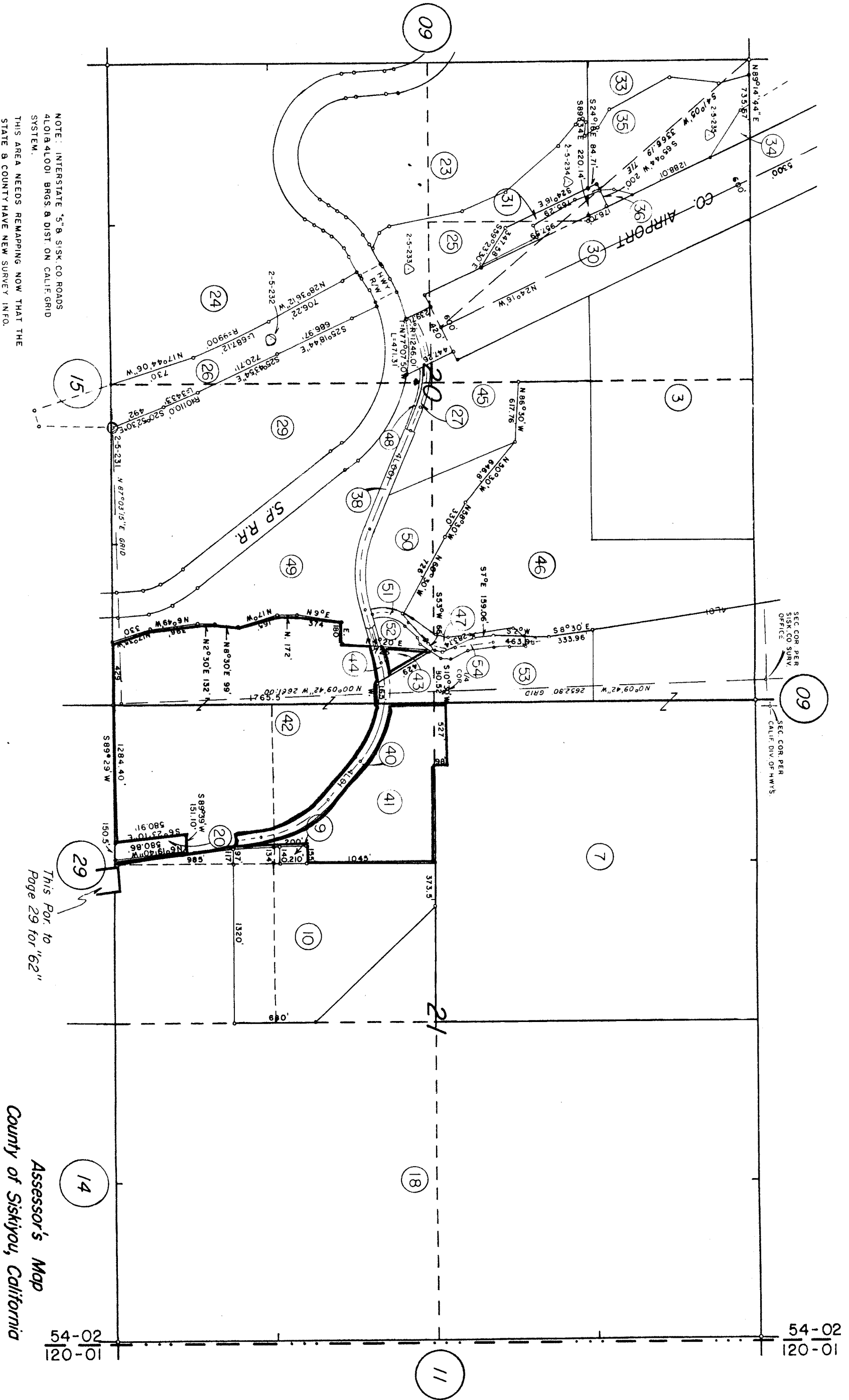


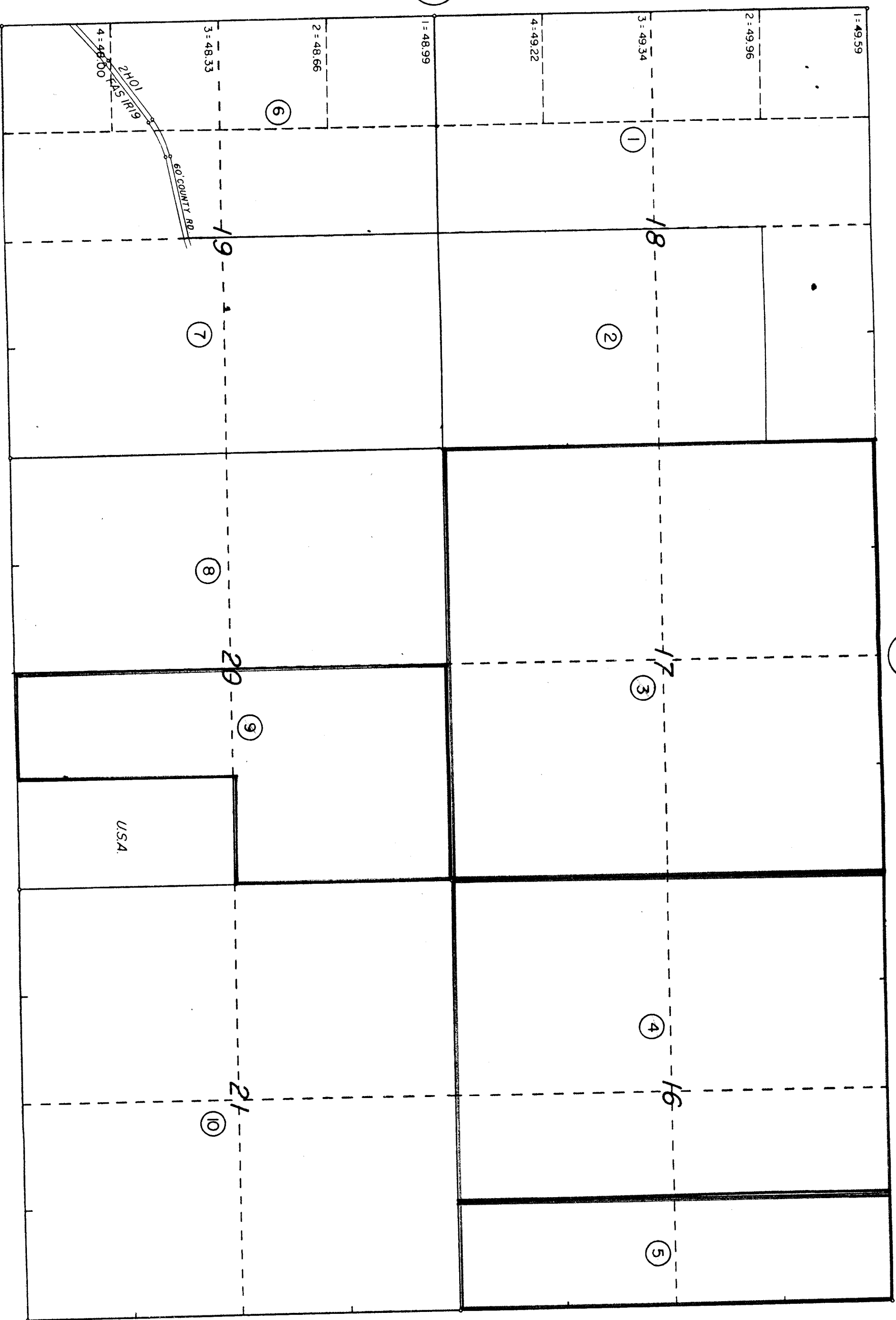
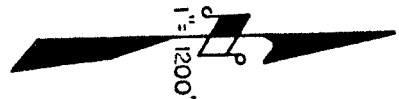
Exhibit G

T 42 N R 6 W

28

Tax Area Code
70-01

22-29



10

30

Exhibit G

32

Assessor's Map
County of Siskiyou, California

T 42 N R 6 W

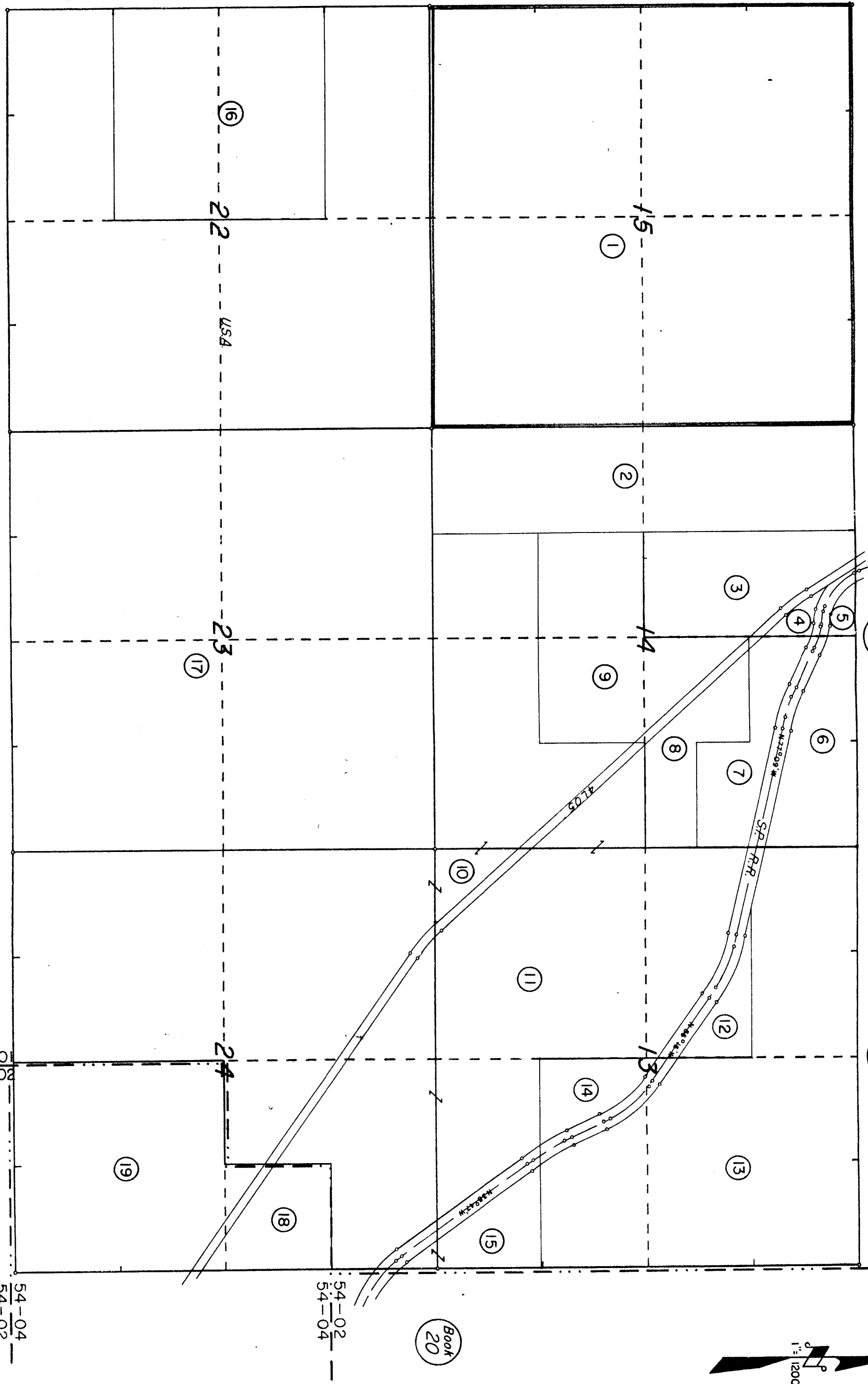
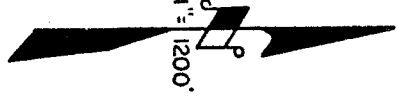
Tax Area Code

22-30

27

26

70-01
54-02
54-04
0-0
0-1
0-2
0-3
0-4
0-5



29

31

Book 20

Exhibit G

Assessor's Map
County of Siskiyou, California

54-04
54-02

54-02
54-04

COPY Of Document Recorded

On 10/2/97 As No. 111111

Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

45 Clerk
11/1/97
SISKIYOU CO. PLANNING

'97 SEP 31 PM 2 37

NOTICE OF NON-RENEWAL OF AGRICULTURAL
PRESERVE CONTRACT

If either Party desires in any year not to renew the contract, that party must serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date, or by the County at least 60 days prior to the renewal date or by the county at least 60 days prior to the renewal date, the contract is considered renewed. See Government Code Section 51245 and Section 3 of your Land Conservation Contract.

By the signature(s) provided hereon, I/we hereby provide Notice of Non-Renewal of the Agricultural Preserve Contract for the property described below, in accordance with Section 3 of said Contract.

OWNER/OWNERS NAME AS
RECORDED:

Living
Root Family Trust

Scott Valley Ranch 1st two holders
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write none.)

ADDRESS OF

OWNER/OWNERS:

3922 Aberdeen Way

Sacramento, CA 95821

DATE OF RECORDING OF LAND CONSERVATION CONTRACT (AGRICULTURAL PRESERVE CONTRACT):

CONTRACT NUMBER:

45

Recorded at:

VOLUME Book 578 PAGE 46 OFFICIAL RECORDS; or

DOCUMENT NUMBER _____ OFFICIAL RECORDS.

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: Norman F. or Ann C. Root

MAILING ADDRESS: 3922 Aberdeen Way, Sacramento, CA 95821

DESCRIPTION OF PROPERTY: (If Notice of Non-Renewal is for property that is less than the total property that is the subject matter of that contract which is recorded at the location set forth above, list the Assessor's Parcel No. and acreage in the space provided below to indicate that for which a Notice of Non-Renewal is intended.

That part
of Section 17, T42N R6W, 1100', north of Gazelle-Callahan Road,
in Siskiyou County. Approximately 233 acres.
part of Assessor's Parcel 22-290-030

I declare under penalty of perjury that the information contained in the notice of Non-Renewal 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 collection or correcting taxes, along with a reasonable attorney's fee which may be incurred in this matter.

Lee Holder
Scott Valley Ranch
By R. D. Mulloy
Sr Vice President

SIGNATURE OWNER/OWNERS

James T Root
Ann C Root

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On this 17th day of September 1997,
before me, Dana L Jacob, a Notary Public in and
for said Sacramento County, personally appeared
James T Root & Ann C Root known to me to be the persons
whose names subscribed to the within instrument and
acknowledged to me that they executed the same.

Dana L Jacob
Notary Public

My Commission Expires: 1-25-99



RECEIPT

Siskiyou County
BEVERLY J FOSTER RECORDER
SISKIYOU COUNTY

Session: 148
Receipt: 877
Operator: TRAIN1

Date: 09-OCT-1997
Time: 11:59:28 AM

SISKIYOU COU PLANNING

-----Description----- Trans Amount
Miscellan Note 1997100912131
Date: 09-OCT-1997 Time: 11:57:36 AM
Entry #: 1997100900033

- 1 SISKIYOU COU
- 2 ROOT LIVING TRUST

Receipt Total

\$0.00*

CK CHECK

\$0.00

Payment Total

\$0.00

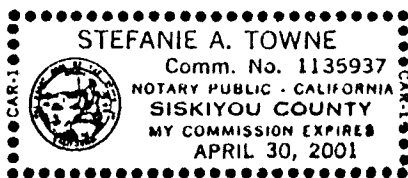
Cash Refund Due

\$0.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Siskiyou
 On Sept. 29, 97 before me, Stefanie A. Towne, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Larry A. Mulloy
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s)
 whose name(s) ☒ subscribed to the within instrument
 and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s),
 or the entity upon behalf of which the person(s) acted,
 executed the instrument.



WITNESS my hand and official seal.

Stefanie A. Towne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of Non-Renewal of Agricultural Preserve Contract
 Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

28

Tax Area Code
70-01

Area to remain in Agriculture /
Preserve Contact

1927- Acres

3 AS PMS

④

5

①
K
E
D

②

⑬ T.P.Z

USA (11)

⑥

⑧

$$\frac{r_2}{r_1}$$

②

USA

Page 32

Assessor's Map
County of: Siskiyou, California