

Staff Report

Submission Date: July 28, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Hale APA-25-19, Williamson Act Contract No. 71011 and 71019, Application to rescind property from the existing contracts 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 north of the city of Etna on Highway 3 and Holzhauser Lane, on APNs 023-040-180, 023-040-300, 023-051-480, 023-051-490, 023-440-220, 023-440-250, 023-440-460, 023-440-470, 023-450-080, 023-450-090, 023-450-120, 023-460-010, 023-060-300, 023-060-620, 023-060-630, 023-060-670, Township 42N, Range 9W, Sections 8, 9, 16, 17, 20, MDBM.

Exhibits:

- A.** Map of property under existing contract No. 71011
- B.** Map of property under existing contract No. 71019
- C.** Location Map
- D.** Zoning Map
- E.** Map of 34 acres Not Currently Under Contract
- F.** NRCS Soils Data and Maps
- G.** Williamson Act Contract Amendment Questionnaire
- H.** Existing Contract 71011 and Establishment of Agricultural Preserve
- I.** Existing Contract 71019 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 832.54 acres, which currently has portions of land under two contracts, each of which has multiple property owners.

During the initial review, it was found that a 34-acre portion (Exhibit E) of one parcel that is proposed to be included in the Williamson Act Contract is under Williamson Act Contract. Staff reached out to the applicant regarding this issue, as the entire legal parcel should be under contract. The applicant explained that the 34-acre portion has continued to be used for livestock grazing as part of the ranch.

The applicant would prefer to have the 34 acres included in the new contract, increasing the acreage to 866.54 acres.

Parcel Creation

- A portion of APN 023-040-300, 023-051-490, 023-051-480, 023-440-220 with a portion of APN 023-440-460 is one 246.5-acre, legal parcel as described in Grant Deed as recorded on September 25, 1958, in Siskiyou County Records in Volume 411 at Page 13.
- A portion of APN 023-040-300, 023-040-180, 023-440-250 with a portion of 023-440-460 is one 160-acre, legal parcel as described in Grant Deed as recorded on May 24, 1967, in Siskiyou County Records in Volume 543 at Page 831
- APNs 023-060-300, 023-060-620, 023-060-630, 023-060-670, 023-440-470, 023-450-120, 023-460-010 and 023-450-090* together are one 460.04-acre legal parcel as described as Hale Parcel in Boundary Line Adjustment as recorded on May 27, 2004, in Siskiyou County Records as Document No. 2004-0008152.

**A 34-acre portion (APN 023-450-090) of this parcel is not under Williamson Act Contract.*

Parcel History

Williamson Act Contract

- 426.04 acres of the subject property is a portion of Williamson Act Contract No. 71011 (Clerk's Record - 570) as recorded on June 24, 1969, the Siskiyou County Records in Volume 577 at Page 710. And amended by APA0302 as recorded in the Siskiyou County Records as Document No. 2004-0007214 on May 11, 2004.
- 460.5 acres of the subject property is a portion of Williamson Act Contract No. 71019 (Clerk's Record – 3) as recorded on May 11, 1971, in the Siskiyou County Records in Volume 621 at Page 260.

Agricultural Preserve

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

- 426.04 acres is within an Agricultural Preserve as established by Board of Supervisor's Resolution 404 in Book 2.
- 460.5 acres is within an Agricultural Preserve as established by Board of Supervisor's Minute Order on February 23, 1971.

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 three parcels totaling 866.54 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.

The property proposed to be part of the preserve is zoned Prime Agricultural (AG-1), Non-Prime Agricultural (AG-2) and Rural Residential Agricultural (R-R) as shown on the zoning map (Exhibit D).

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 160, 246.5 and 460.04 acres, the parcels meet the minimum acreage requirement.

July 28, 2025

Legal Parcel Inclusion – Increase 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 426.04 acres of the 460.04-acre parcel is under contract. The entire legal parcel should be included in the new contract.

The proposal would increase the acreage under contract by 34 acres, which could be considered less than significant as it is not more than 25 percent (106.51 acres for this proposed contract) even though it is more than a 25-acre increase.

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 557.6-acres of Class I or II equivalent soils as shown in the table below and in the NRCS soils data (Exhibit F).

Soil Type	Acres +/-	Class	Ratio to Class	Equivalent
136	346.54	III	2:1	173.27
137	274	II	1:1	274
198	155	III	2:1	77.5
104	43	IV	2:1	21.5
212	18	VIII	0:1	0
223	17	III	2:1	8.5
115	8	IV	4:1	2
184	5	VI	6:1	0.83
Total	866.54			557.6

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 and farming.

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.

Approximately 66 acres are dedicated to agricultural accessory structures, barns and storage buildings and feed lot areas.

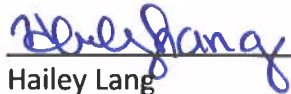
Pursuant to the County Rules Section II., the Agricultural Preserve Administrator (Administrator) will review applications and make recommendations concerning creating new or proposed modifications to an Agricultural Preserve, entering new contracts, making revisions to existing contracts and terminating 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 866.54 acres, which includes the addition of the 34 acres not currently under Williamson Act contract, rescind the subject property from the existing contracts and reissue a single contract for all proposed property within the newly established 866.54-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 July 30, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

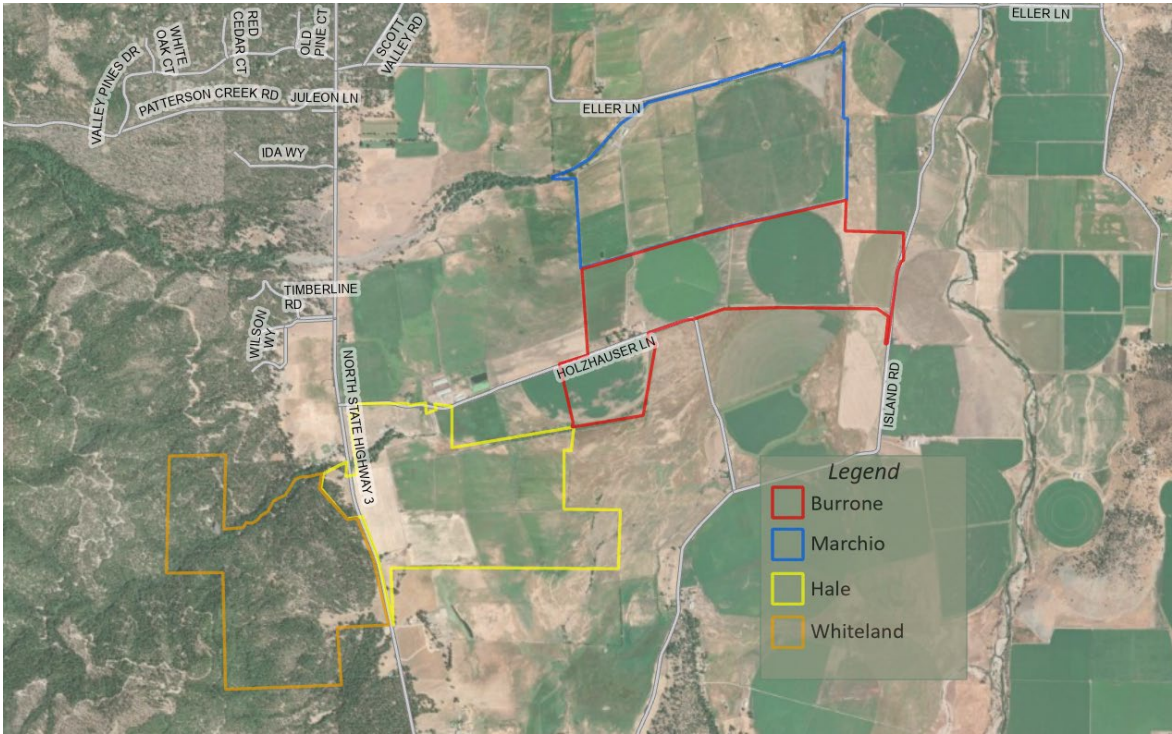


Exhibit A – Property Under Current Contract 71011

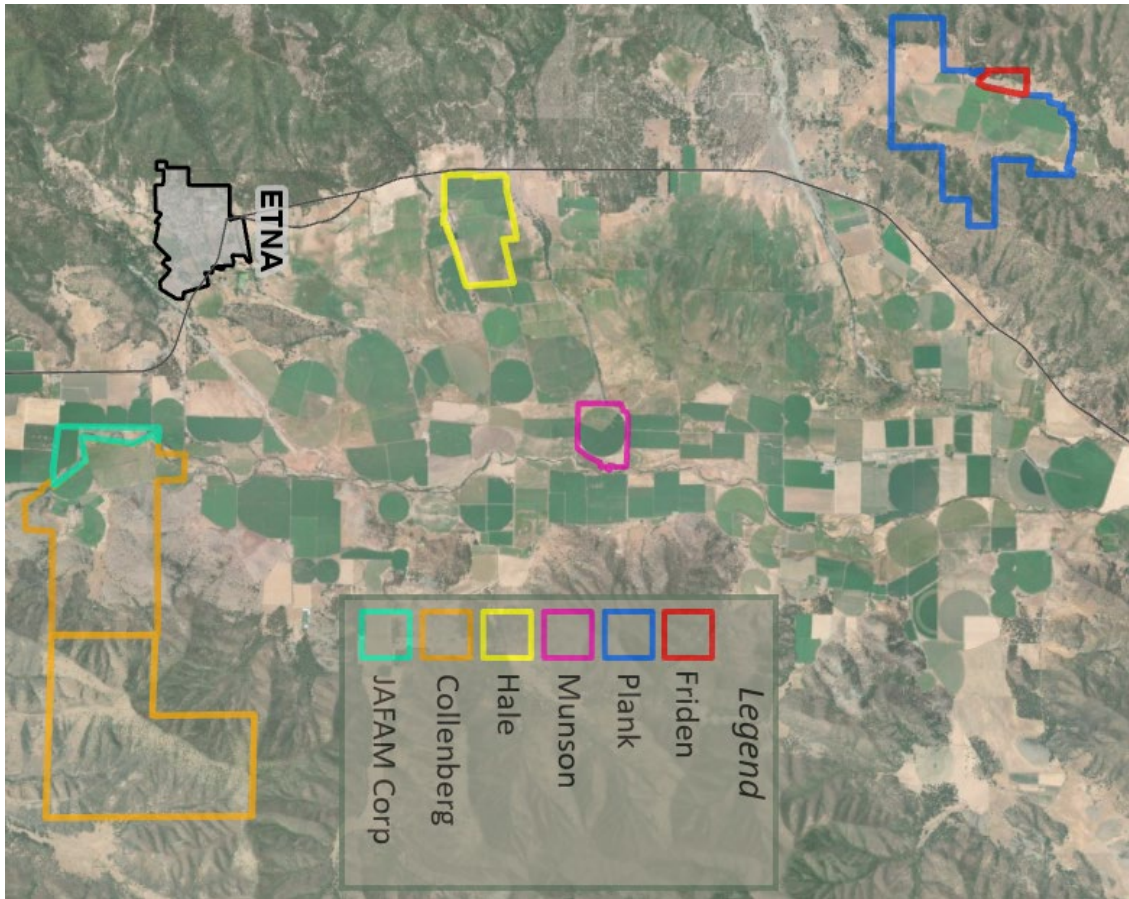


Exhibit B – Property Under Current Contract 71019

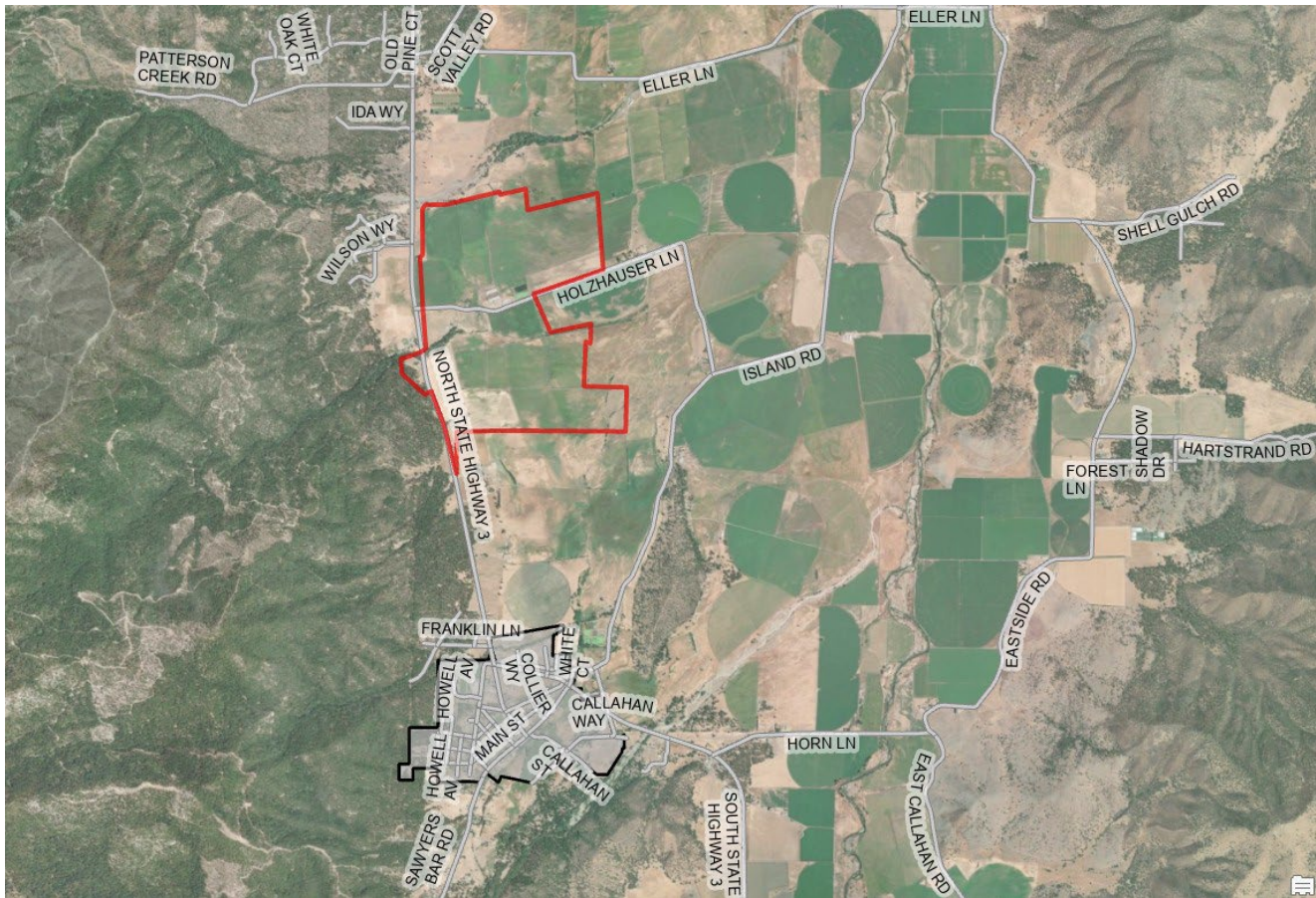


Exhibit C - Location

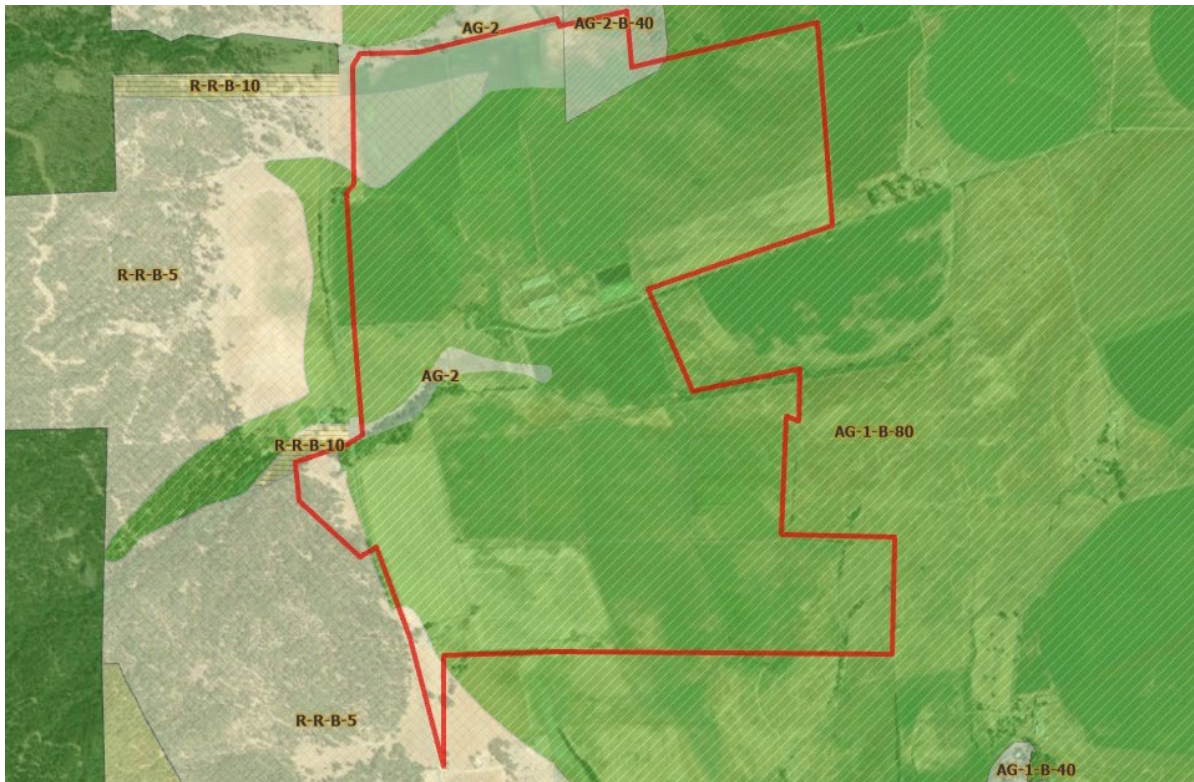


Exhibit D – Zoning

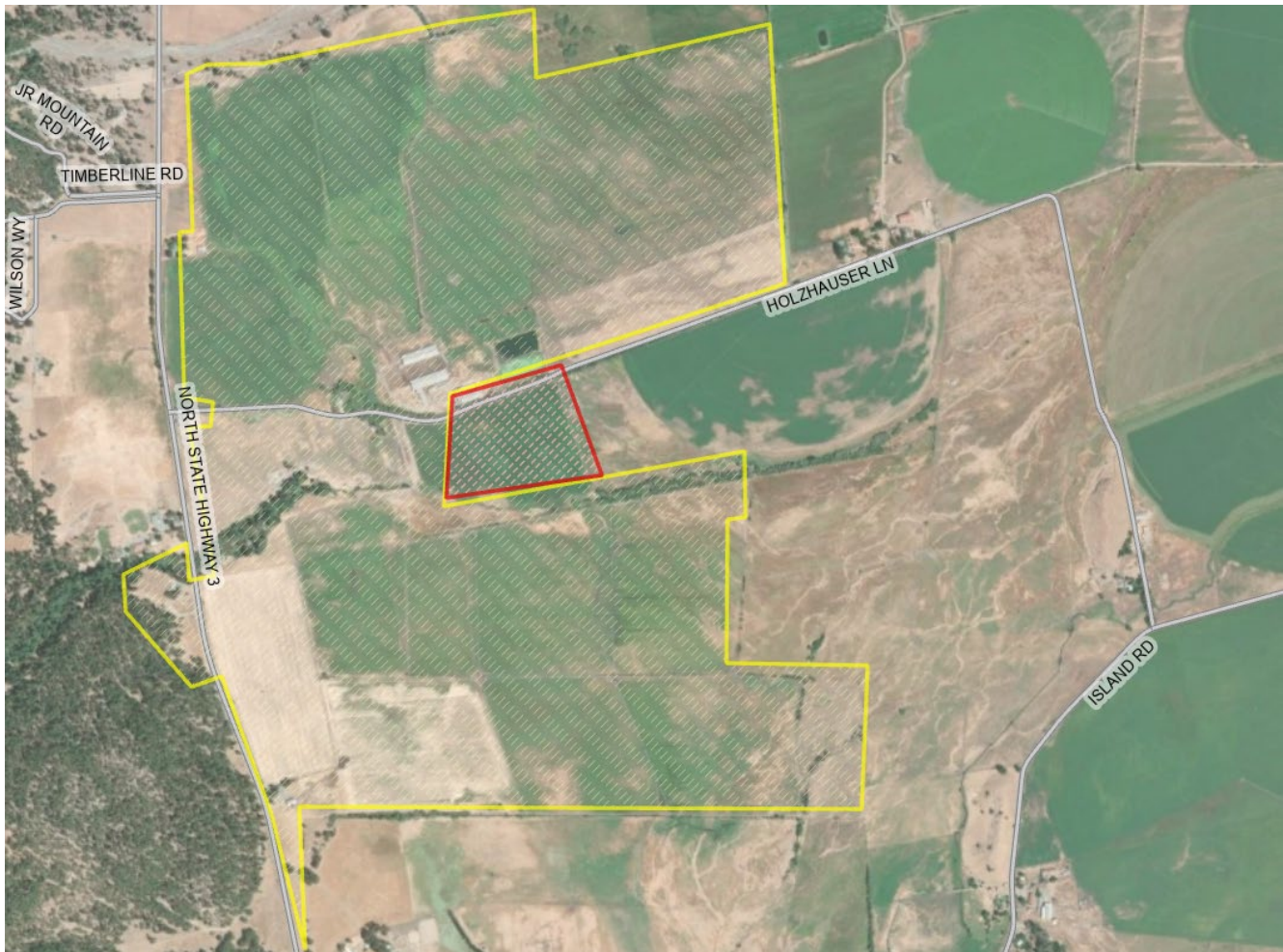


Exhibit E – 34 acres proposed to be added to contract (shown in red)

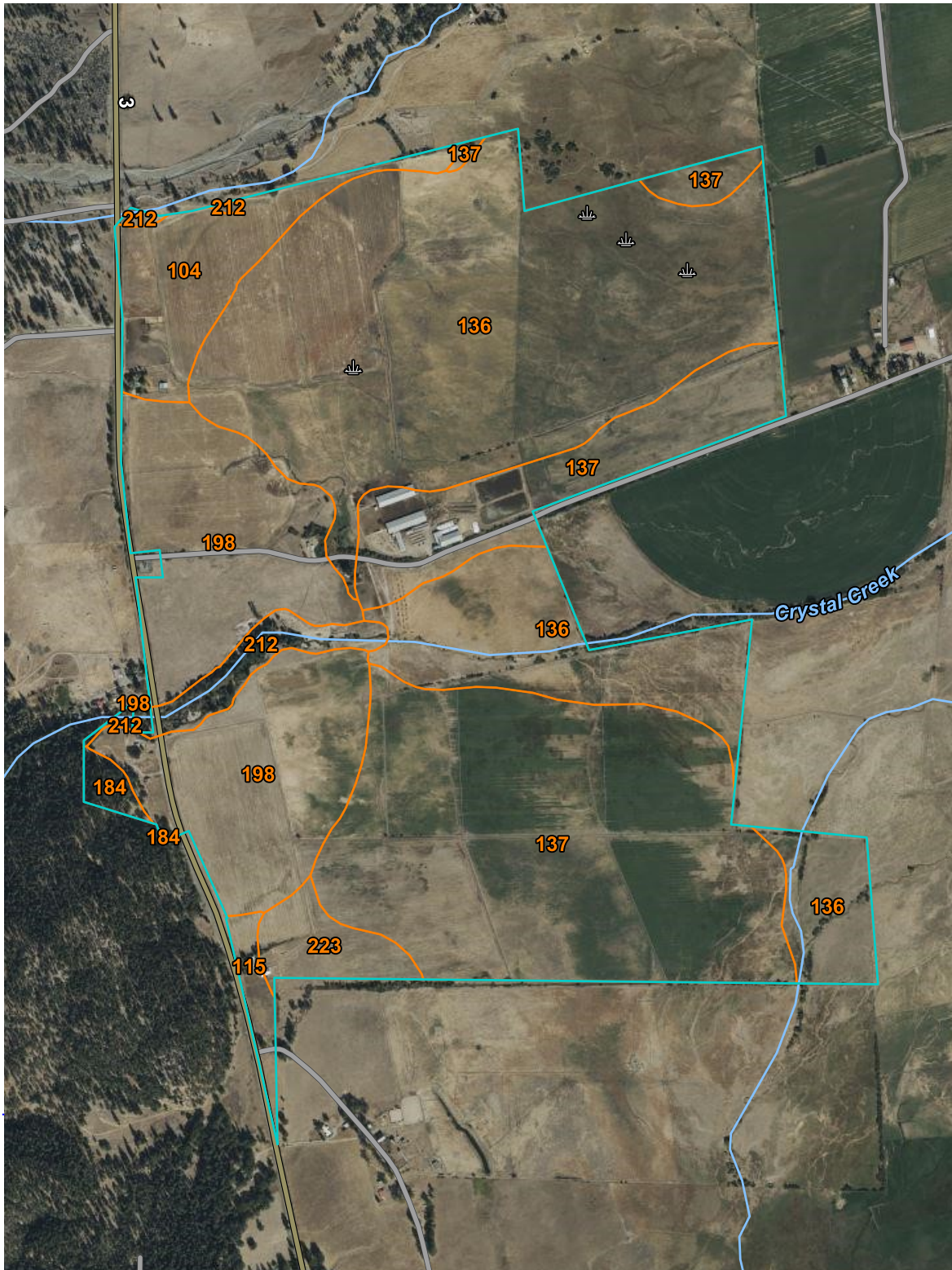
Soil Map—Siskiyou County, California, Central Part
(Hale)

122° 54' 36" W

122° 52' 45" W

41° 30' 24" N

41° 30' 24" N



41° 28' 33" N

41° 28' 33" N

122° 54' 36" W

122° 52' 45" W



Map Scale: 1:16,700 if printed on A portrait (8.5" x 11") sheet.

0 200 400 800 1200 Meters

0 500 1000 2000 3000 Feet

Map projection: Web Mercator Corner coordinates: WGS84











Natural Resources
Conservation Service

Web Soil Survey
Exhibit F
National Cooperative Soil Survey

7/17/2025
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)			Area of Interest (AOI)		Spoil Area
Soils		Soil Map Unit Polygons		Stony Spot	
		Soil Map Unit Lines		Very Stony Spot	
		Soil Map Unit Points		Wet Spot	
Special Point Features			Blowout		Other
		Borrow Pit	Water Features		
		Clay Spot		Streams and Canals	
		Closed Depression	Transportation		
		Gravel Pit		Rails	
		Gravelly Spot		Interstate Highways	
		Landfill		US Routes	
		Lava Flow		Major Roads	
		Marsh or swamp		Local Roads	
		Mine or Quarry	Background		
		Miscellaneous Water		Aerial Photography	
		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
104	Atter very gravelly sandy loam, 0 to 5 percent slopes	43.6	5.0%
115	Boomer loam, cool, 5 to 30 percent slopes	8.3	0.9%
136	Diyou loam	350.3	40.0%
137	Diyou loam, drained	277.5	31.7%
184	Marpa-Kinkel-Boomer, cool complex, 15 to 50 percent slopes	4.8	0.6%
198	Odas sandy loam	155.8	17.8%
212	Riverwash	17.9	2.0%
223	Settlemeier loam, drained, 2 to 5 percent slopes	17.2	2.0%
Totals for Area of Interest		875.4	100.0%

Williamson Act Contract Amendment Questionnaire

Owner Name(s): DOUG HALE

Parcel Numbers: SEE PAGE APN

How long have you owned this land? 4 years

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 200 Species: CATTLE # head 200 # days per yr. 8 months

☐ Irrigated pasture acreage 300 Species: CATTLE # head 600 # days per yr. 8 months

☐ Dry farming acreage 0 Crops grown _____ Production per acre _____

☐ Field crop acreage 90 Crops grown Trif Production per acre 6 ton

☐ Row crop acreage 200 Crops grown CORN Production per acre 25 ton/Acre

☐ Other acreage _____ Type _____ Production per acre _____

Type of irrigation (pivot line, ditch, etc.) Pivot, wheel line, gated pipe

Total Acres in Agricultural Production: 800

☐ Timber Production acreage 0

Other Uses:

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

☐ Timber Production 0 acres ☐ with _____ ag use ☐ only use

☐ Residential 0 acres

☐ Offices, packing facilities, vending facilities, etc. _____ acres

☐ Surface mining _____ acres ☐ with _____ ag use ☐ only use

☐ Equine pasture and facilities _____ acres ☐ with _____ ag use ☐ only use

☐ Agricultural Enterprises _____ acres ☐ with _____ ag use ☐ only use

☐ Open Space _____ acres where no ag use is occurring

☐ Other _____ acres. Description: _____

☐ 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 NA Number of acres _____

Use of land _____

Terms of lease _____ Lease termination date _____

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  Date 4-7-25**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
00 MIN. PAST 3 P.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

JUN 24 1969
Vol. 577 Page 710

Ernest Johnson
RECORDER FEE \$ no chg

Crystal Creek

570

12889

LAND CONSERVATION AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 1969, by and between CRYSTAL CREEK TRUCK, hereinafter referred to as "OWNER", and the COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property located within COUNTY, which property is presently devoted to agricultural and compatible uses and is particularly described as Assessor's parcel number as set forth in Exhibit "A" annexed hereto and made a part hereof as if fully set forth at this point; and,

WHEREAS, said property is located in an agricultural preserve heretofore 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.

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of the Agreement are substantially similar to contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT, to the extent permitted by law, the OWNER'S property shall be appraised and assessed for tax purposes on

the basis of reasonable net average rent, with a rate of return based on the prime agricultural interest rate, as determined by major commercial lending institutions within the COUNTY plus an allowance for property taxes, plus a reasonable allowance for risk, provided that appraisal shall be based on the uses permitted to the OWNER, not necessarily actual uses, and provided that appraisal shall consider good agricultural practices and the needs of the operational unit subject to this agreement; to implement this agreement, the COUNTY Board of Supervisors shall appoint an agricultural advisory committee to guide COUNTY on basic data needed to implement this agreement; and,

WHEREAS, it is the intent of COUNTY and OWNER that the continued existence of the within Agreement is made dependant upon the existence of legislation implementing Article XXVIII of the California Constitution so the effect of the terms, conditions and restrictions of the Agreement on property values for taxation purposes is as favorable to OWNER as the legislation existing on the last renewal date.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Agreement made pursuant to Land Conservation Act.

The within Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions thereof specifically applicable to Article 3.5 Agreements (commencing with Section 51255) and such other provisions of said Act as are specifically made applicable to this Agreement.

2. Limitations upon use of the land. During the term of this Agreement or any renewals thereof, the above described

land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located. No structures shall be erected upon said land except such structures as may be directly related to authorized uses of the land.

3. Permissible uses may be added but not subtracted without consent. The Board of Supervisors of COUNTY may from time to time and during the term of this agreement or any extensions thereof, by resolution, after holding a public hearing, add to those uses listed in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of OWNER, a compatible use during the term of this Agreement or any renewals thereof.

4. Automatic termination by eminent domain. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, this agreement is null and void upon such filing or acquisition as to the land described herein and the condemning agency shall proceed as if the agreement never existed.

5. Term of Agreement. This Agreement shall be effective commencing on February 20, 1965, and shall remain in effect for a period of ten (10) years therefrom and during such renewals of this agreement. This Agreement shall be automatically renewed for a period of one year on the 25th of each February unless notice of non-renewal is given as provided by Section 51245 of the Government Code. Written notice of non-renewal by OWNER must be given on or before the 26th day

of December of each year. A notice of non-renewal irrespective of which party gives notice shall be recorded by the COUNTY. A copy of the recorded notice of non-renewal shall be forwarded by COUNTY to the Director of Agriculture. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. Consideration. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within agreement is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect of the method of determining the assessed value of land described herein and a reduction therein due to the imposition of the limitations on its use contained herein.

7. Agreement runs with the land. The within Agreement shall run with the land described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

8. Cancellation by mutual consent. Except as provided in Section 10, this Agreement may be cancelled as to any or all of the land described in Exhibit "A" by mutual agreement of COUNTY and OWNER after public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. Such cancellation shall only be effective if pursuant to Government Code Section 51285 at such public hearing the owners of fifty-one (51) percent of the contracted acreage in the agricultural preserve do not protest such cancellation. The Assessor of the COUNTY OF SISKIYOU shall revalue the land to which the cancellation applies as soon as possible after the cancellation, use the cancellation date as the valuation date, and apply the COUNTY'S announced ratio to the full cash value to determine the assessed value. The assessed value shall be

subject to equalization pursuant to Section 1604 of the Revenue and Taxation Code. When the assessed valuation becomes final, the OWNER shall pay COUNTY, as deferred taxes, an amount equal to forty (40) percent of the new assessed valuation of the property. If, after the effective date of the Agreement, the announced COUNTY ratio of assessed to full cash value is changed, the percentage payment to the COUNTY shall be changed so that no greater percentage of full cash value will be paid. If at the date of cancellation, the Agreement previously has been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the agreement remained in effect measured from the date of notice of non-renewal was given bears to ten (10). Application of the next preceding sentence is shown in Exhibit "B" attached hereto and incorporated by reference herein.

9. Waiver of payment in unusual circumstances.

Under the circumstances provided in Government Code Section 51283 (b), the Board of Supervisors of COUNTY shall succeed to the powers of the State Board of Agriculture and the State Director of Agriculture, and in the event that such Board of Supervisors find pursuant to subsections (1) and (2) of Section 51283 (b) that it is in the public interest that a waiver of such payment or portion of such payment be made, that the Board of Supervisors of the COUNTY shall have the right to make such waiver pursuant to the authority granted in Government Code Section 51283 (b).

10. Cancellation due to replacement or lack of operative legislation. This Agreement may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction enacted by the Legislature pursuant to the authority of Article XXVIII of the California Constitution or whenever there is no operative

legislation implementing said Article at the time the cancellation is requested by OWNER or whenever legislation is not as favorable to OWNER as existing on the renewal date next preceding the cancellation request.

11. Recordation of cancellation notice. The notice of cancellation shall be recorded with the COUNTY Recorder and Director of Agriculture and the regularity of procedures as required by this Agreement shall operate as provided in Section 51286.

12. Division of original parcel. In the event the land under this agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

13. Distribution of payment to local tax agencies. Upon receipt of deferred taxes payable pursuant to Paragraph 3 and the uniform rules, said taxes shall be distributed as provided in Section 51283 (c) of the Government Code.

14. When deferred tax payment creates a lien. Section 51233.3 of the Government shall be applicable to the deferred tax payments payable pursuant to Paragraph 3, except references to the Director of Agriculture shall be construed to refer to the Board of Supervisors of COUNTY.

15. Information provided by OWNER. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this agreement, as provided in Revenue and Taxation Code Section 441, as may be amended from time to time.

16. Disestablishment of preserve under Sections 51201.1 and 51232 (b) of the Government Code equivalent to non-renewal.

Removal of any land under this agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY for purposes of Section 422 of the Revenue and Taxation Code.

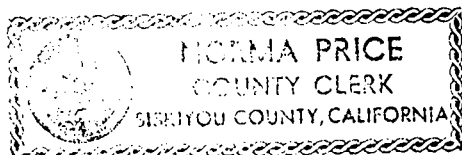
17. Recordation of termination of Agreement. In the event of termination of this Agreement by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, COUNTY shall record the appropriate documents in the COUNTY Recorder's office and file a copy with the Director of Agriculture.

18. Remedies in the event of breach. Any conveyance, contract, or authorization (whether oral or written) by the OWNER or his successors in interest which would permit use of the above described land contrary to the terms of this Agreement, or the uniform rules referred to in paragraph 3 hereof, may be declared void by the COUNTY'S Board of Supervisors; such declaration or the provisions of this Agreement may be enforced by COUNTY by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Agreement are not exclusive and both the OWNER and COUNTY may pursue their legal and equitable remedies.

19. Agreement to conform to law. If any paragraph, subparagraph, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, it is mutually agreed between the parties that such paragraph, subparagraph, sentence, clause or phrase shall be modified in such manner as to

conform to the law in effect at the time of the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement the day and year first above written.



ATTEST:

Norma Price
Clerk

George Thackray
OWNER

William Thackray
OWNER

COUNTY OF SISKIYOU, Board of Supervisors

Carl Hagan
Chairman

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 25th day of Feb, 1969.

Carl R. McConnell Leah F. McConnell
LIENHOLDER

INDIVIDUAL ACKNOWLEDGMENT

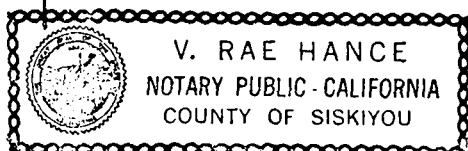
State of California
County of SISKIYOU } S.S.

(SEAL)

On this 28th day of FEBRUARY, 1969, before me,
V. RAE HANCE, a Notary Public in and for said SISKIYOU County,
personally appeared CARL R. McCONNELL and LEAH F. McCONNELL

known to me to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



Notary Public in and for said SISKIYOU County and State
My commission expires 2-1- 1971 VOL 577 PAGE 718

Parcel number for Crystal Creek Ranch
Exhibit "A"
Etwa Cal

23-04-4

23-04-5

23-03-12

23-04-6

23-04-7

23-06-13

23-06-14

23-45-4

23-45-5

23-46-1

23-03-13

EXHIBIT "B"

This exhibit illustrates the application of the following sentence found in paragraph 3 of the Land Use Agreement:

If at the date of cancellation, the Agreement previously has been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the agreement remained in effect measured from the date the notice of non-renewal was given bears to (number of years in Paragraph 5.)

ASSUME:

A ten year Agreement (the number of years in Paragraph 5) with annual renewals of one year each and a commencement date of February 15, 1968.

The Agreement is kept current until notice of non-renewal is given on November 10, 1972. (It makes no difference who gives notice for purposes of calculating the reduction.)

The Agreement is cancelled on June 20, 1977.

The value on the cancellation date, without regard to the former restrictions is \$20,000, the ratio is 25% and the cancellation payment is 50% of the new assessed valuation.

1. The last renewal date, prior to notice of cancellation was February 15, 1972 which added the year, February 15, 1931 to February 14, 1932.
2. The November 10, 1972 notice of non-renewal means no additional years will be added to the Agreement and it will terminate on February 14, 1932.
3. When the Agreement was cancelled on June 20, 1977, it had been in effect 4 years, 7 months, 11 days when measured from the date of non-renewal or 4 whole years.

November 10, 1972	-	November 9, 1973	=	1 year
November 10, 1973	-	November 9, 1974	=	1 year
November 10, 1974	-	November 9, 1975	=	1 year
November 10, 1975	-	November 9, 1976	=	1 year
November 10, 1976	-	June 9, 1977	=	7 months
June 10, 1977	-	June 20, 1977	=	11 days

4. The proportion that 4 bears to 10 is 4/10 or 40%

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

27th day May 19 69

PRESENT: Supervisors George Wacker, Ernest Hayden, Earl F. Ager, S. C. Jackson,
and Phil Mattos. Chairman Ager presiding.

ABSENT: None.

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Regular

CLERK INSTRUCTED TO RECORD LAND CONSERVATION AGREEMENTS.

It was moved by Supervisor Jackson, seconded by Supervisor Wacker, that the Clerk is hereby instructed to record the Land Conservation Agreements entered into with the County of Siskiyou on February 28, 1969, with the following land owners:

Joe G. Allen
Glenn C. Barnes
C. R. Cornelis
Paul R. Cavener
Crystal Creek Ranch
M. A. & E. Orlo Davis
Clarence A. Dudley
Friden Ranch
John N. Foster
F. Douglas Horn
Clifford W. Holmes
Richard V. Hayden
John Heide
Judd & Harry Hanna
John T. Jenner
Ralph Lutz
Martin Larsen
Orel E. Lewis
Bruce Martin
Edward C. Merlo
Jessie McNames
Claude or Maderal Pasero
Maderal S. Pasero
Gilbert A. Reynolds
Boyd L. Robertson
C. I. Shoemaker
Shoemaker Brothers
Gene & Elma Selby
Kenneth R. Starr
Seven D. Ranch
Smith Bros.
Timberhitch, Inc.
Harry O. Walker
Keith Whipple
Geo. G. Yost
Henrietta Terwilliger

STATE OF CALIFORNIA) AYES: Supervisors Wacker, Hayden, Jackson and Mattos
COUNTY OF SISKIYOU) ss NOES: None.
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 5/27/69.

Witness my hand and the seal of said Board of Supervisors, this 28th day of May, 1969.



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

By _____
Deputy Clerk

3

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Stanley M. Friden
(Include trust deed or other
encumbrance holders Use Ruby L. Simmons; Young Estate; Young
separate sheet if necessary) Family Estate; Benjamin Heiner; Dick
Richmond

APPLICANT'S NAME (If other than above): Stanley M. Friden

APPLICANT'S ADDRESS: Cloud Rim Ranch, Fort Jones, California

AGENT FOR NOTICE: The following person is hereby designated
as the person to receive any and all notices and communications
from Siskiyou County during the life of this contract. I
will notify the County in writing of any change of designated
person or change of address for him:

DESIGNATED AGENT: Stanley M. Friden MAILING ADDRESS: _____

Cloud Rim Ranch, Fort Jones, California

DESCRIPTION OF PROPERTY
(Use separate sheet if
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
Cattle ranching	Schedule Annexed	

Total acreage 5.894.3
~~5.896.0~~

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: *Stanley M. Friden*

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 5 11 10 AM '71
Vol. 621, Page 260

11517

8125 ~~No~~ Charge
RECORDER FEE \$ PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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

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

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

Section 7. EMINENT DOMAIN. (a) Except as provided in subdivision (1) 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 3. 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:

Truden Ranch
16 Jones, Calif

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

[Signature]

OWNER

ATTEST:

COUNTY OF SISKIYOU, Board of
Supervisors

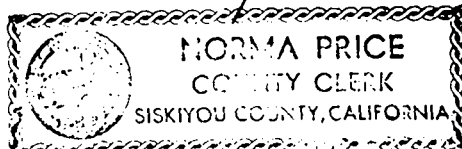
Norma Price
Clerk

Ernest A. Hayden
Chairman

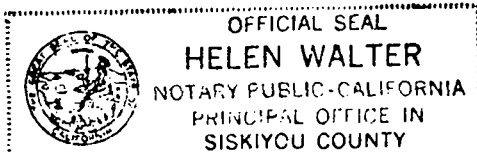
STATE OF CALIFORNIA)

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.



My Commission Expires Oct. 19, 1972

Helen Walter
Notary Public

00000

STATE OF CALIFORNIA)

COUNTY OF Siskiyou)

ss.

On this 22nd day of February, 1971,
before me, Helen Walter, a Notary
Public, in and for said Siskiyou County, personally
appeared Stanley M. Hayden
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:

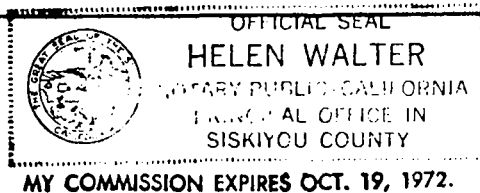


EXHIBIT "A"

List Assessor's Parcel Numbers below

23-01-13	23-04-01
23-03-16	23-08-07
24-13-3	23-45-01
24-13-8	23-04-03
24-15-3	23-05-12
24-16-2	23-44-03
24-16-3	23-44-13
24-16-4	23-45-2
24-16-5	31-48-5
24-16-6	31-49-8
24-47-14	23-09-14
24-48-5	
23-33-5	
23-33-4	
23-33-2	
23-33-1	
23-13-2	
23-09-14	
23-08-7	
23-08-6	
23-08-4	

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.

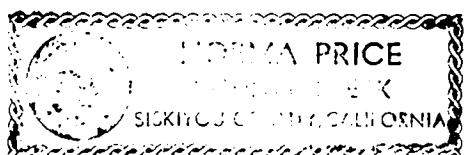
NOES: None.

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

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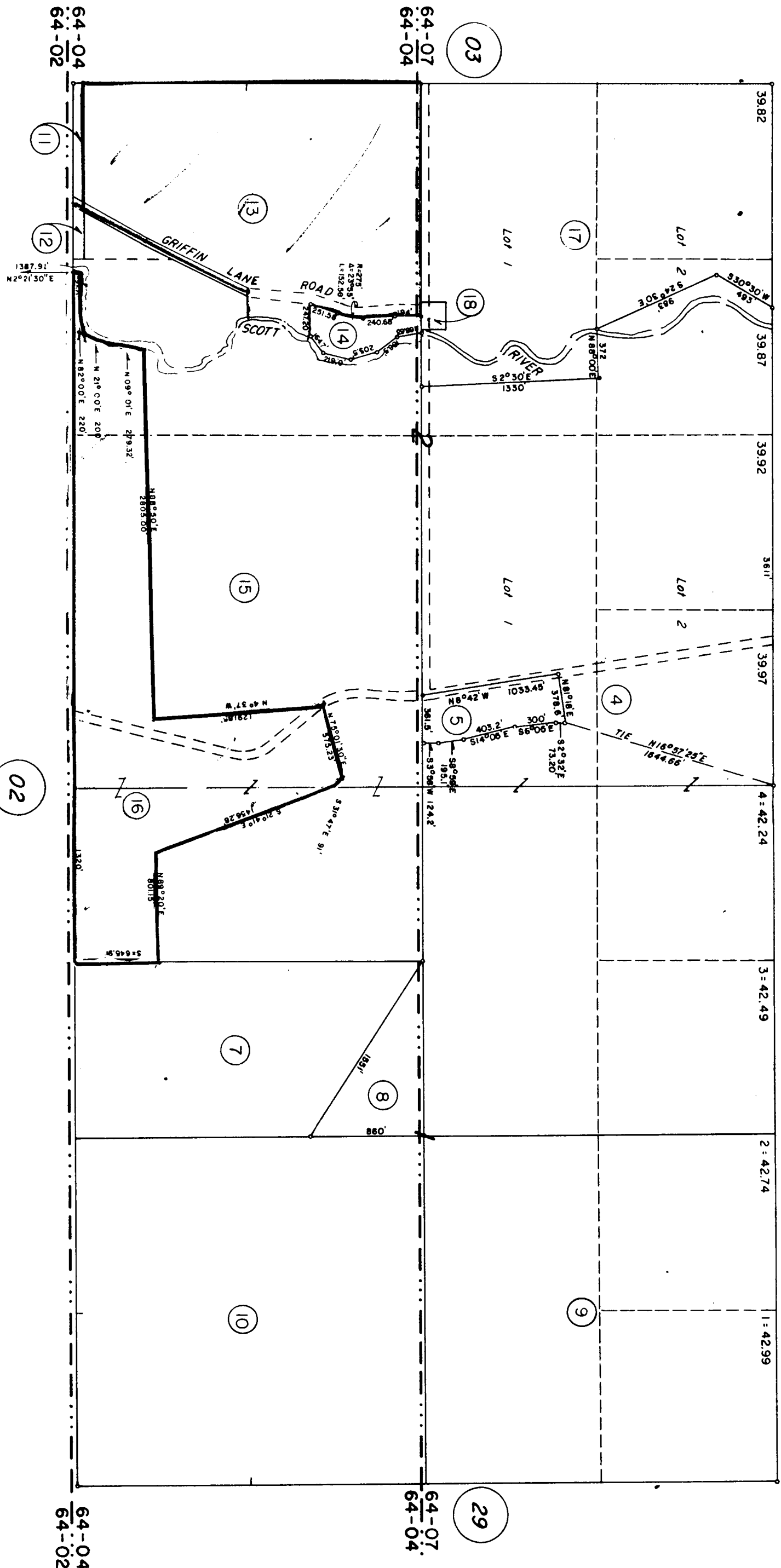
T 42 N R 9 W

Tax Area Code
64-04
64-07

23-01

Book
24

1" = 800'



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T 42 N R. 9 W

Book 24

64-04 64-07

Tax Area Code
64-02
64-04
64-07

23-03

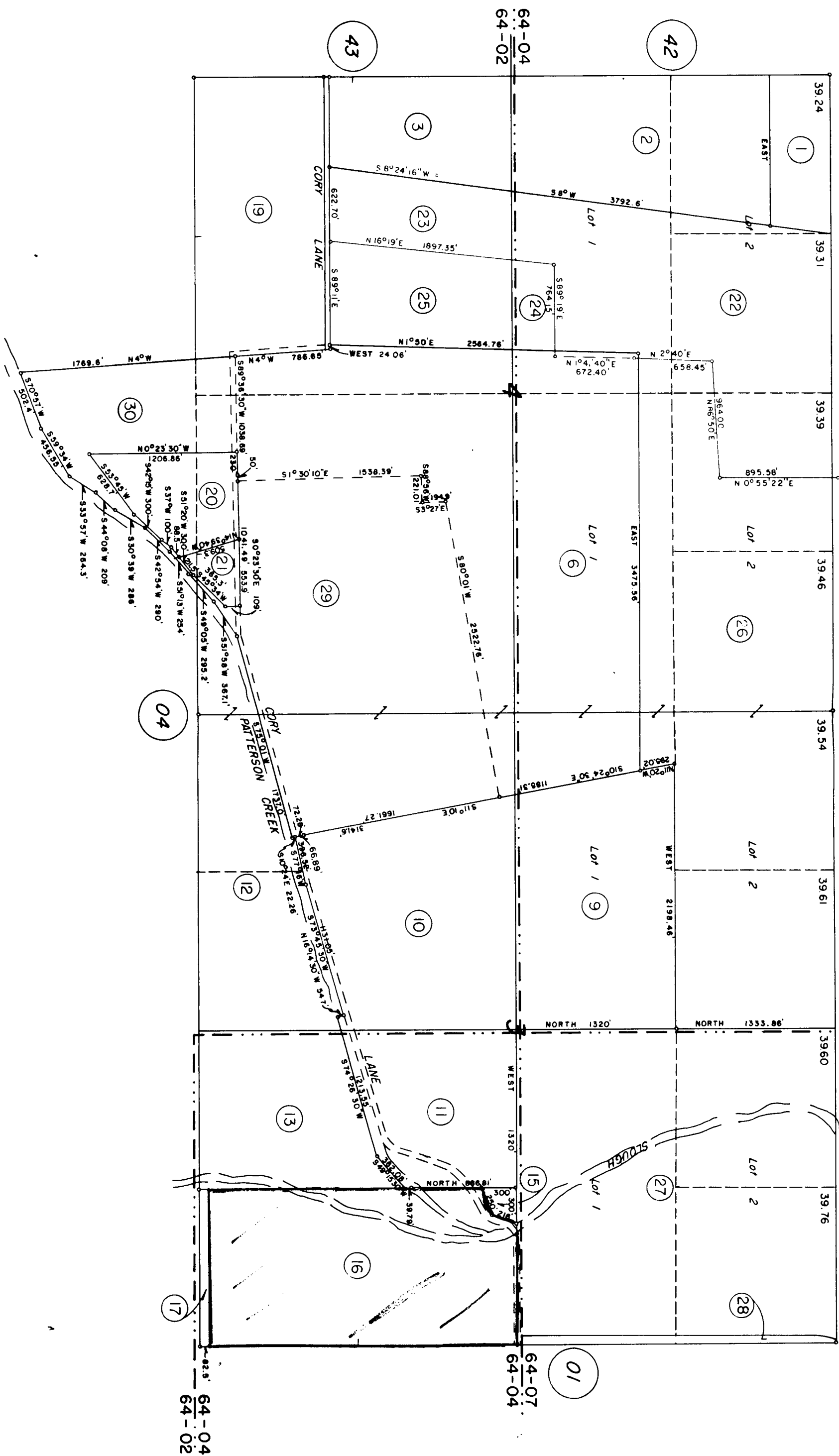


Exhibit I

REVENUE AND TAXATION CODE, SECTION 327.



Exhibit I

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REVENUE AND TAXATION CODE, SECTION 327.

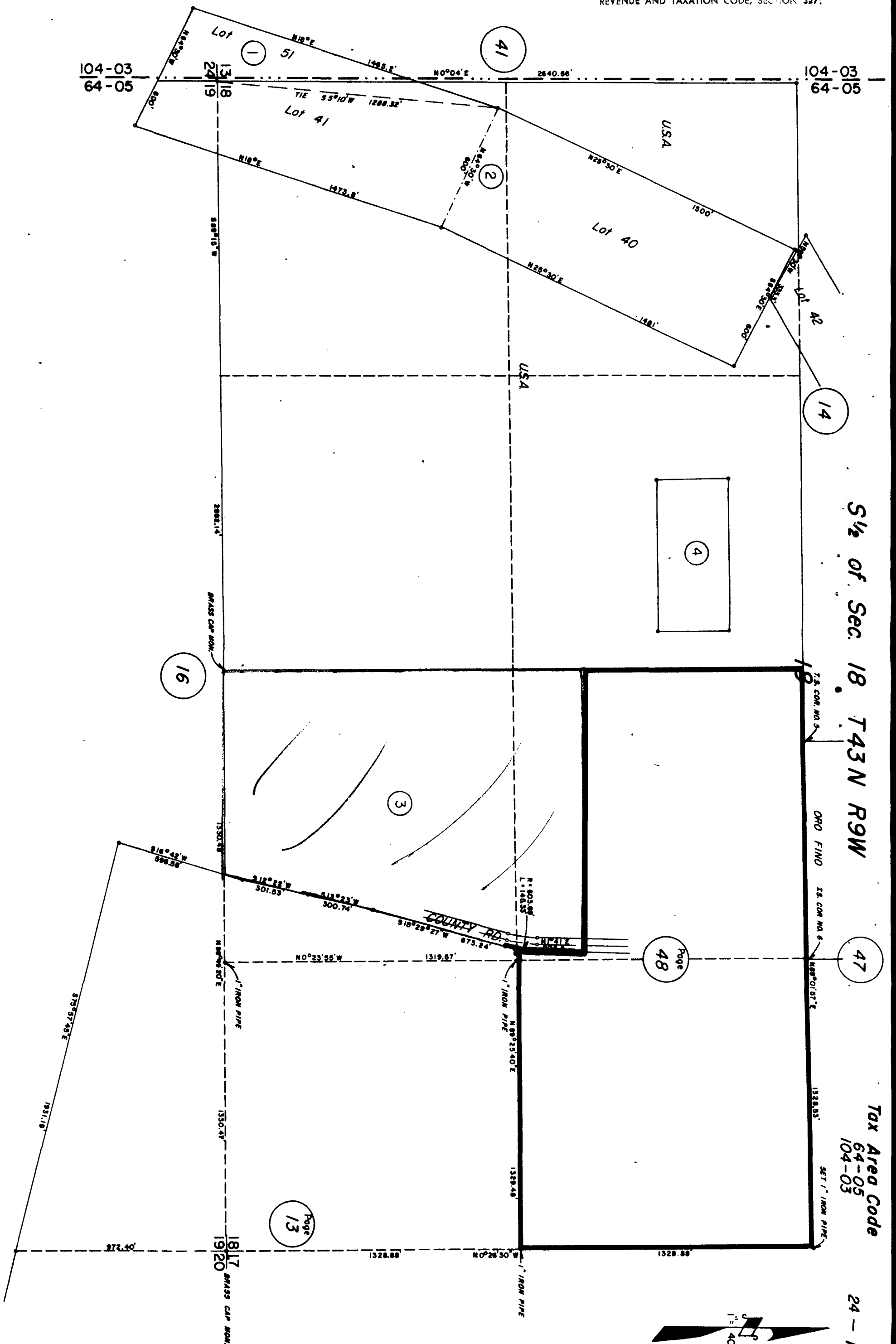


Exhibit I

S 1/2 of Sec. 18 T43N R9W

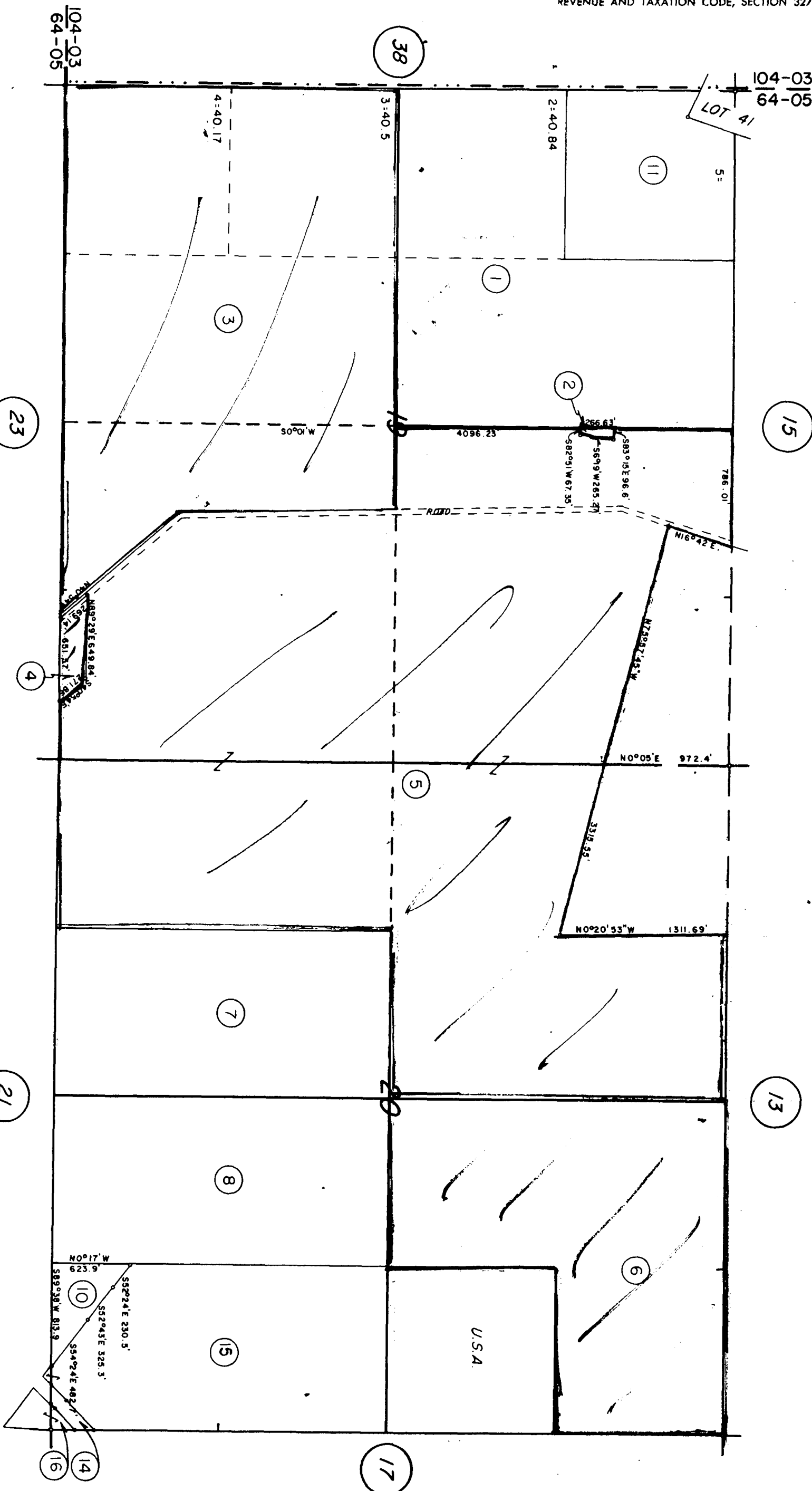
Tax Area Code
64-05
104-03

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REVENUE AND TAXATION CODE, SECTION 327.

T 43 N R 9 W
SECS. 19 & 20

Tax Area Code
64-05

24-16



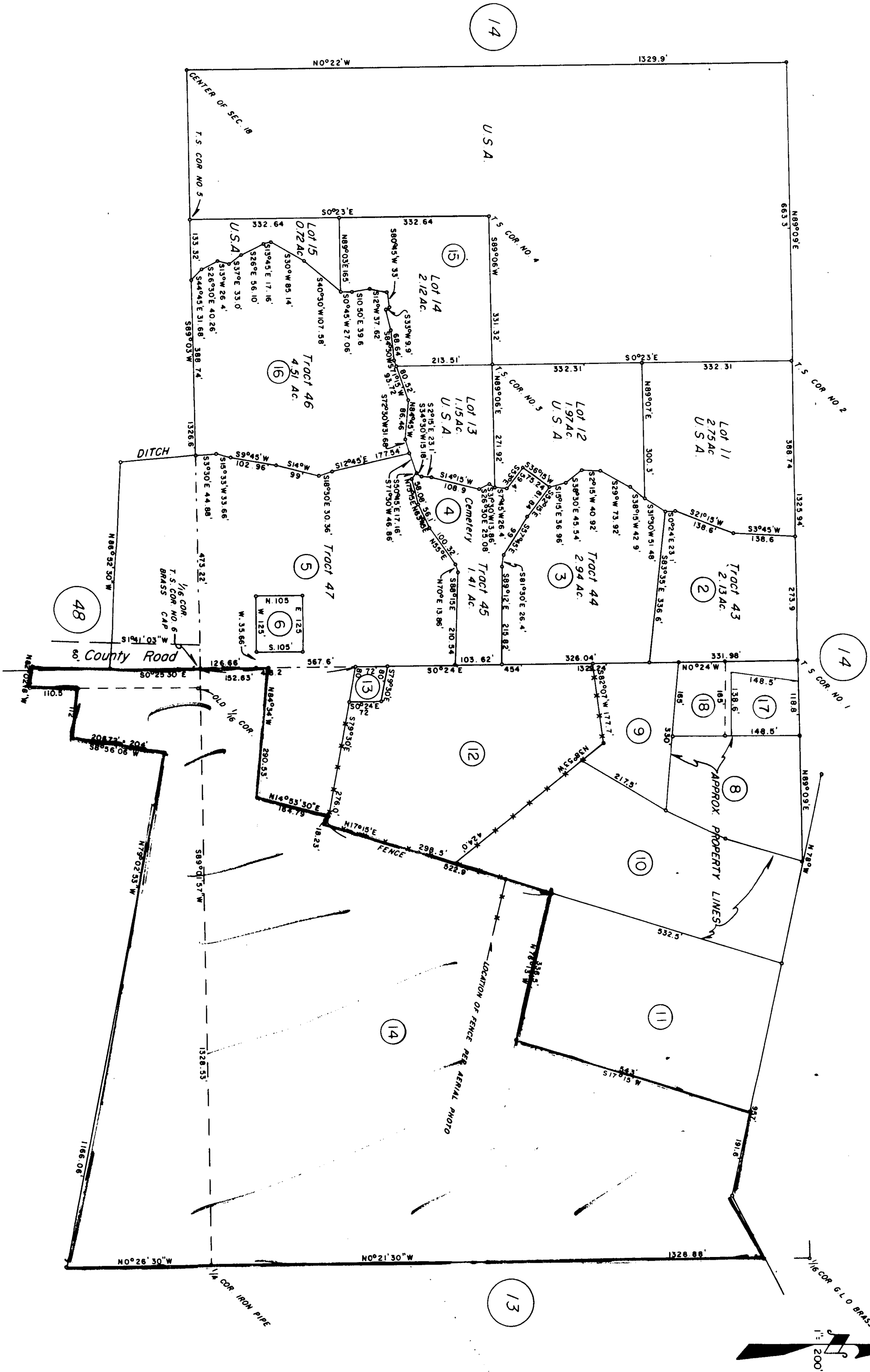
Assessor's Map
County of Siskiyou, California

Exhibit I

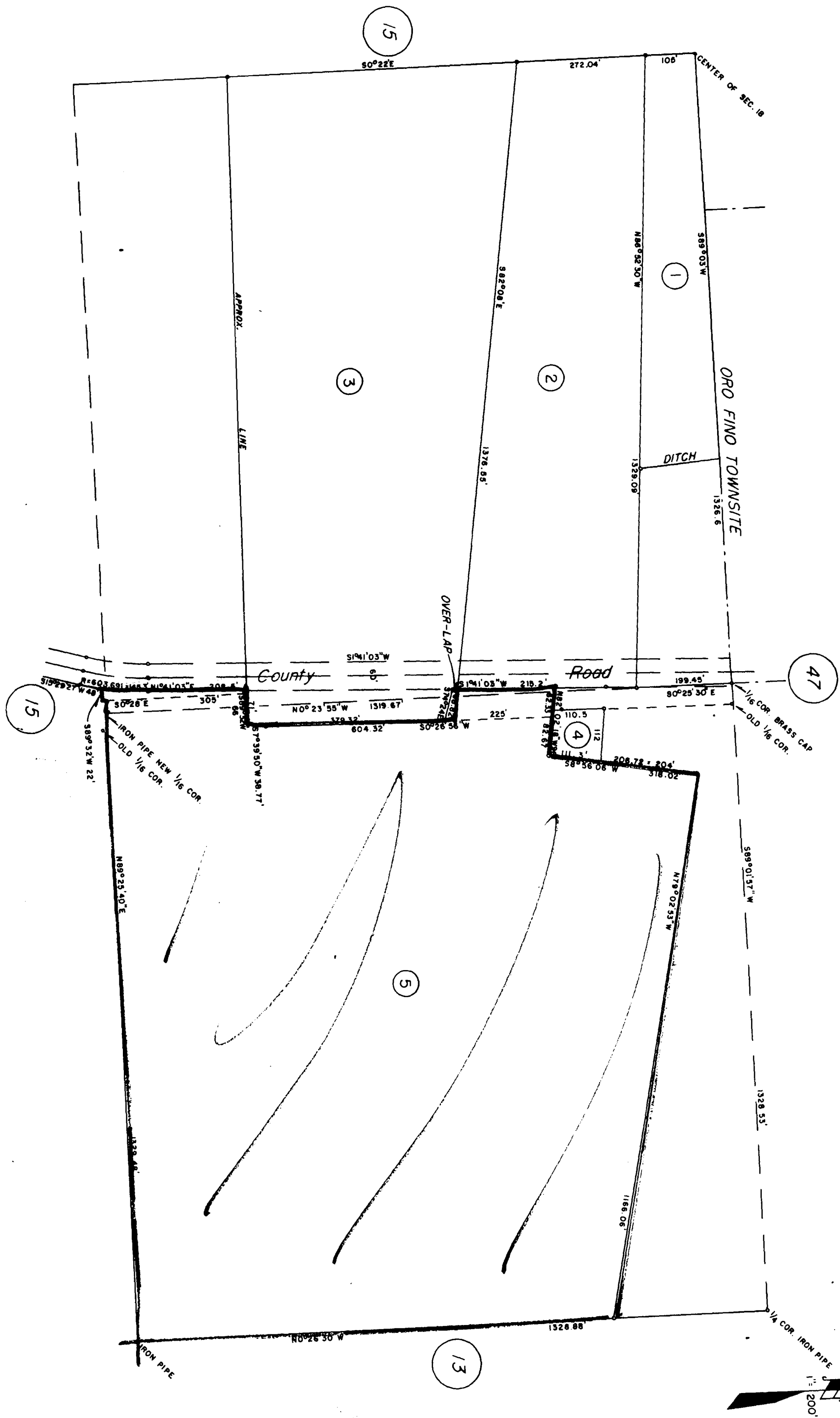
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

1/2 of NE 1/4 of Sec. 18 T43N R9W
Oro Fino Townsite & Vicinity

Tax Area Code 24-47
64-05



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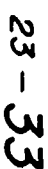


N $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ SEC. 18 T 43N R 9W

Tax Area Code
64-05

24-48

REVENUE AND TAXATION CODE, SECTION 327.



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T 41 N R. 9 W

Tax Area Code 64-02

23-13

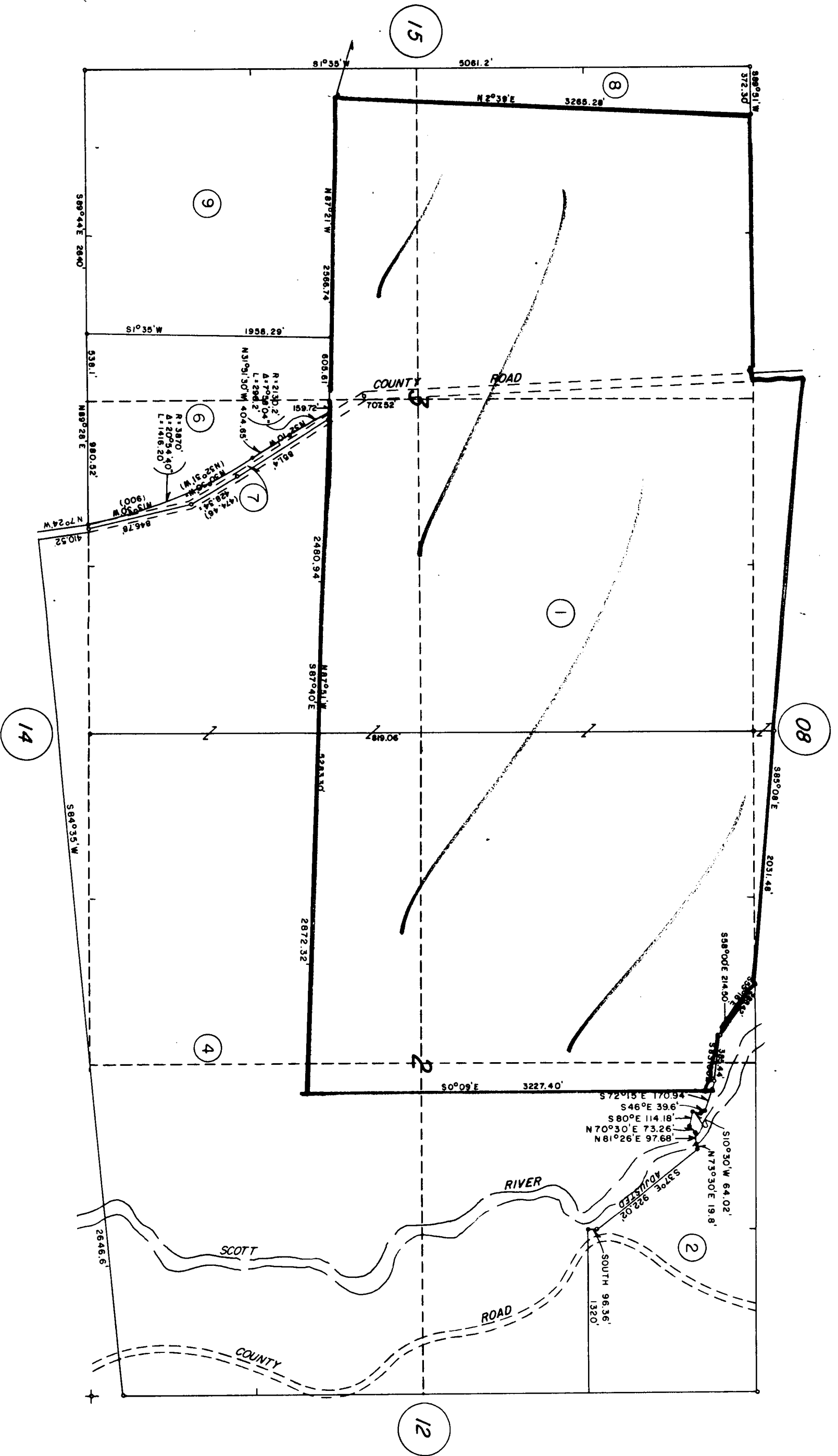


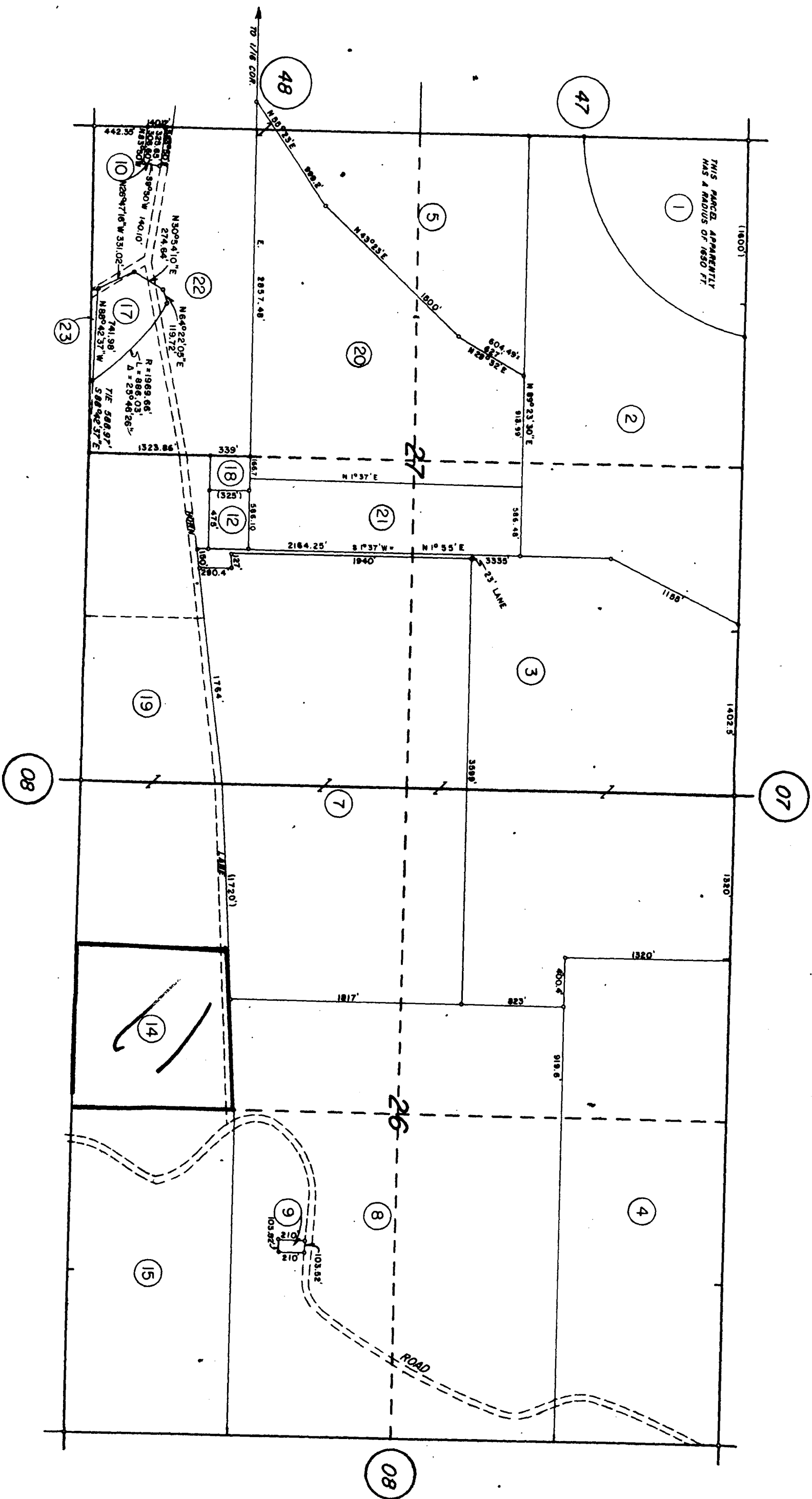
Exhibit I

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T 42 N R. 9 W

Tax Area Code 64-02

23-09



Assessor's Map
County of Siskiyou, California