

# Staff Report

Submission Date: August 14, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Recommendation by Staff to issue a Notice of Non-Renewal of portions of certain Williamson Act Contracts.

Location: Multiple Parcels in Siskiyou County

Exhibits:     **A.**     Contracts 71064B, 92015A, 92015B– Whipple  
                      **1.**     Contract 71064B  
                      **2.**     Contract 92015A  
                      **3.**     Contract 92015B  
                      **B.**     Contract 72025B – Caswell  
                              **1.**     Contract 72025B  
                      **C.**     Contract 71011 (portion) – Whiteland & Walker  
                              **1.**     Contract 71011

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## Background and Discussion

Pursuant to Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts (guidelines), staff continues to survey and review properties under Williamson Act contract to verify compliance and determine if commercial agricultural operations continue to be the primary use of the property. If responses are not submitted to the County or if they are incomplete, staff provides notification that the information must be provided within 30 days. If a response is not received at that time, a notice to comply is sent which notifies the owner that staff will be recommending a Notice of Non-Renewal be issued for their property should they not submit the requested information, in accordance with the county guidelines.

Staff has corresponded with each owner individually regarding the recommendation to issue a notice of non-renewal for their property.

## **71064B, 92015A, 92015B– Whipple**

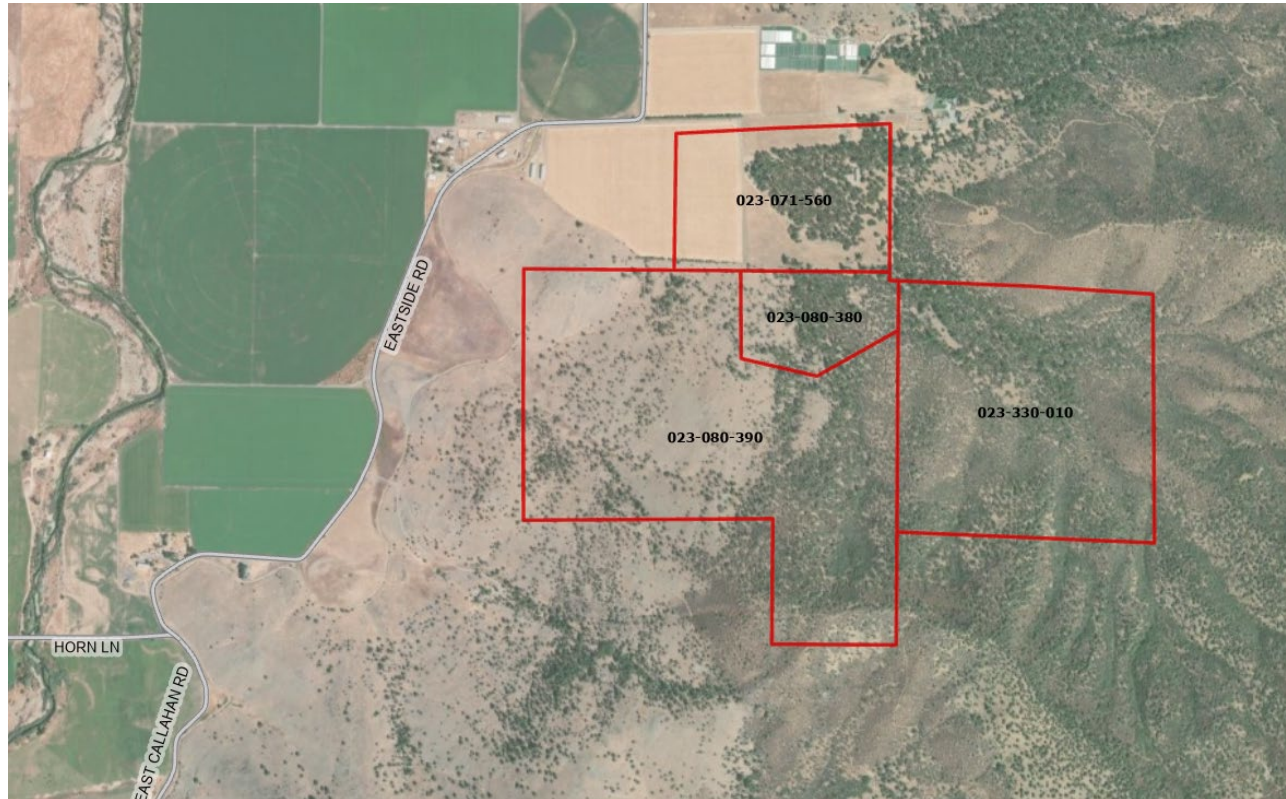


Figure 1 – 71064B, 92015A, 92015B – Jennifer Whipple property

### **Subject Property -**

533 acres located east the city of Etna and east of Eastside Road on APNs 023-071-560, 023-080-380, 023-080-390, 023-330-010 (Figure 1).

### **Contract and Preserve History –**

#### **71064B**

- Williamson Act Contract – Contract No. 71064B, as recorded on June 24, 1969, in the Siskiyou County Records in Volume 578, Page 163 (Exhibit A-1).
  - Consists of 80.03 acres with one property owner (Whipple).
  - Commercial Agricultural Use specified in Contract – None specified
- Agricultural Preserve – Established as noted in Board Minutes on February 28, 1969.

#### **92015A**

- Williamson Act Contract – Contract No. 92015A, as recorded on May 21, 1993, in the Siskiyou County Records as Document 1993-5557 (Exhibit A-2).
  - Consists of 280 acres with one property owner (Whipple).
  - Commercial Agricultural Use specified in Contract – None specified
- Agricultural Preserve – Established by Board Resolution 404 in Book 2.

#### **92015B**

- Williamson Act Contract – Contract No. 92015B, as recorded on May 21, 1993, in the Siskiyou County Records as Document No. 1993-5556 (Exhibit A-3).
  - Consists of 173 acres with one property owner (Whipple).
  - Commercial Agricultural Use specified in Contract – None specified
- Agricultural Preserve – Established by Board Resolution 404 in Book 2.

### **Compliance Issues-**

#### **71064B**

- 2023 & 2025 Surveys were returned noting 20 acres is dedicated to hay production and the remaining acreage is dedicated to Open Space, Residential uses and horse pasture. (Exhibit B-2).
  - Less than 25% of the property is dedicated to Commercial Agricultural Uses  
*Guidelines Section IV explains that in order for property to be considered devoted to commercial production of agricultural commodities, as required, "... the owner substantiates commercial agricultural use on at least 60% of the property..."*

#### **92015A**

- 2023 & 2025 Surveys were returned noting all of the property is dedicated to Open Space.

#### **92015B**

- 2023 & 2025 Surveys were returned noting all of the property is dedicated to Open Space.

### **Method of Correspondence**

- USPS standard mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property owner
- In person meeting discussion on July 31, 2025

### **Summary**

This property does not meet the requirement that the majority of the property be dedicated to the commercial agricultural use approved in the contract. This information was conveyed to the property owner. The owner did not provide a response.

## **72025B – Caswell**



Figure 2 – 72025B – Caswell Property

### **Subject Property -**

160 acres located west of the city of Yreka on APN 014-181-320 (Figure 2).

### **Contract and Preserve History –**

#### **72025B**

- Williamson Act Contract – Contract No. 72025B, noted as Clerk’s Contract 97, as recorded on February 25, 1972, in the Siskiyou County Records in Volume 651, Page 379 (Exhibit B-1).
  - One individual property owner (Caswell).
  - Commercial Agricultural Use specified in Contract – Ranch
- Agricultural Preserve – Established by Board Resolution 184 in Book 4.

### **Compliance Issues-**

- In 2023 the property owner returned their survey noting the use of the property as Timberland.
- In 2025 the property owner returned their survey noting the use of the property as Open Space/Recreation with a portion dedicated to a nursery.
  - Staff met with the property owner to discuss the requirements of their contract and what they intend to use the property for.
    - The property will be managed Timberland with a tree nursery.

The owner was informed that the property no longer qualifies for Williamson Act as there is no commercial agricultural use occurring with no intent to resume Ranching, as is the designated use in



the contract. It was recommended, if the property meets the requirements for Timber Production Zoning, that would be the most appropriate zoning considering their planned use of the property. It was further explained -

- Government Code Section 51282.5 provides that land which has been zoned as Timberland Production may be petitioned the Board for cancellation and no cancellation fees shall apply.
- The Cancellation process outlined under Government Code Section 51282 requires that a Notice of Non-renewal be issued in order for the Board to make the required findings to approve a request for cancellation.

**Method of Correspondence**

- USPS standard mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property owner.

## **71011 (portion) – Whiteland & Walker**



Figure 3 – 71011 – Whiteland and Walker Property

### **Subject Property -**

398.73 acres located on State Highway 3, north city of Etna on APNs 023-060-640 and 023-060-650 (Figure 3).

### **Contract and Preserve History –**

#### **71011**

- Williamson Act Contract – Contract No. 71011, noted as Clerk’s Contract 10, as recorded on May 5, 1971, in the Siskiyou County Records in Volume 621, Page 260 (Exhibit C-1).
  - Consists of 1738.45 acres with four separate property owners (Burrone, Hale, Marchio and Whiteland/Walker).
  - Commercial Agricultural Use specified in Contract – Ranching
- Agricultural Preserve – Established by Board Resolution 404 in Book 2.

### **Compliance Issues-**

- In 2023 the property owner returned their survey noting the use of the property as Timberland.
- In 2023 the property owner returned their survey noting the use of the property as Timberland.
- On December 31, 2024, the Planning Division staff sent a letter to the property owner letting them know that as their property was only a portion of a Williamson Act Contract and they would need to apply for their own contract.

- In response the property owner contacted planning staff. The issue of the change in use from Ranching to Timber Management/Production was discussed and the property owner has opted to apply to rezone to TPZ.
  - The property will be managed Timberland.
  - Government Code Section 51282.5 provides that land which has been zoned as Timberland Production may be petitioned the Board for cancellation and no cancellation fees shall apply.
  - The Cancellation process outlined under Government Code Section 51282 requires that a Notice of Non-renewal be issued in order for the Board to make the required findings to approve a request for cancellation.
- June 10, 2025 – An application for a rezone from AG-2 and R-R to TPZ was received.

**Method of Correspondence**

- USPS standard mail to the address on record with the county Assessor/Recorder.
- Email and phone as provided by the property owner.

## Analysis

Williamson Act Contracts are binding agreements between landowners and the county that assume the terms of the contract continue to be met, and landowners remain in compliance with County Guidelines in exchange for reduced property tax assessments. When it appears to the County that a landowner is not complying with county policies or terms of the contract the County will issue a notice of non-renewal upon the property owner.

As the subject properties are not in compliance, as detailed in Background and Discussion, it would be appropriate for the County to issue a notice of non-renewal.

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 properties within this staff report are not in compliance with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts and recommends the Siskiyou County Board of Supervisors issue a notice of non-renewal of these properties.

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 August 14, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.



RECORDED AT REQUEST OF

COUNTY CLERK

00 MIN. PAST 3: P.M.  
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

JUN 24 1969

Vol. 578 Page 163

*Ernest Johnson*  
RECORDER FEE \$

No Chg.

LAND CONSERVATION AGREEMENT

12920

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day  
of February, 1969, by and between Keith Whipple and  
Harrie L. Whipple,  
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 agricul-  
tural 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 preserva-  
tion of such land in agricultural production constitutes an  
important physical, social, esthic and economic asset to COUNTY  
to maintain the agribultural 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 Conser-  
vation 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 28, 1968, 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 8 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 51283.3 of the Government shall be applicable to the deferred tax payments payable pursuant to Paragraph 8, 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, dis-establishment 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

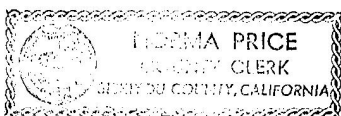
SISKIYOU COUNTY

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.

Keith Whipple  
OWNER

Harriet J. Whipple  
OWNER



ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

Norma Price  
Clerk

Earl L. Price  
Chairman

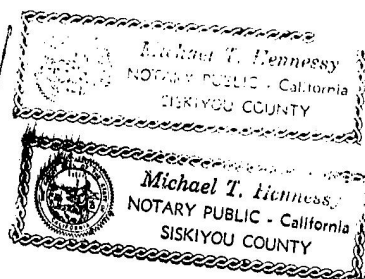
CONSENT OF LIENHOLDER

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
LIENHOLDER

(Attach Notarial Acknowledgment here)



Cowdery's Form No. 32 - Acknowledgment - General.  
(C. C. Sec. 118) (Printed 1-30-65) 61-0419

STATE OF CALIFORNIA, }  
County of Siskiyou } ss.  
On this 12th day of June in the year one thousand nine  
hundred and Sixty-Nine before me, Michael T. Hennessy  
a Notary Public, State of California, duly commissioned and sworn, personally appeared  
Keith Whipple and Harriet J. Whipple  
known to me to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the \_\_\_\_\_ County of Siskiyou the day and year in this  
certificate first above written.

Michael T. Hennessy  
Notary Public, State of California.  
My Commission Expires June 23, 1969 VOL 578 PAGE 170



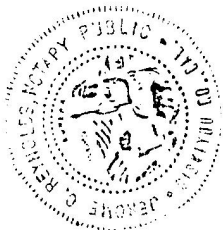
SISKIYOU COUNTY  
OFFICIAL RECORDS

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 11<sup>th</sup> day of APRIL, 1969.

Keith H. Whipple  
LIENHOLDER



STATE OF CALIFORNIA, } ss.  
County of Siskiyou  
On this 11th day of April in the year one thousand nine  
hundred and 69 before me, Jerome C. Reynolds  
a Notary Public, State of California, duly commissioned and sworn, personally appeared  
Keith Whipple & Harrie J. Whipple & Edith H. Whipple  
known to me to be the person s whose name s are subscribed to the within instrument  
and acknowledged to me that the Y executed the same.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Siskiyou County of Siskiyou the day and year in this  
certificate first above written.

Cowdery's Form No. 32—Acknowledgment—General.  
(C. C. Sec. 1189) (Printed 11-10-67) 8221-0420-6

My Commission Expires

Jerome C. Reynolds  
JEROME C. REYNOLDS, Notary Public, State of California.  
COM. EXP. FEB. 10, 1971. SISKIYOU CO.  
Box 217, Etna, Calif.

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SISKIYOU COUNTY  
OFFICIAL RECORDS

EXHIBIT "A"

23-07-12

23-07-15

23 08-5

23-09-4

23-30-10

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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, 1981 to February 14, 1982.
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, 1982.
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%

SISKIYOU COUNTY

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.

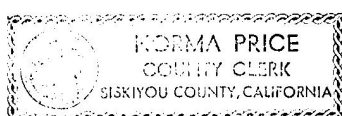
It was moved by Supervisor Jackson, seconded by Supervisor Wacker, that the Clerk is hereby instructed to record the Land Conservation Agreements entered into with the County of Siskiyou on February 28, 1969, with the following land owners:

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

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93005556

RECORDED  
Siskiyou Cou Bd. Supervisors

OFFICE  
SISKIYOU

MAY 21 10 03 AM '93

#93005556

Recorder's Stamp

No Fee

Recorded at the request of:

Siskiyou County Board of  
Supervisors

2000 / 04 / 11  
pages

#### AGRICULTURAL PRESERVE AMENDMENT CONTRACT

On February 11, 1992, the Siskiyou County Board of Supervisors authorized the Planning Director to approve Agricultural Preserve Amendment Contracts.

This Land Conservation Contract amends Land Conservation Contract No. 3, in the name of Stanley Friden, recorded May 5, 1971, in the Siskiyou County Recorder's Office, Official Records, Volume 621, Page 260.

#### PLANNING DEPARTMENT FILE REFERENCE: APA-92-15

Parcel 2 of Waiver-105-78, (O.R. 844, Pg. 754) contains about 51 acres Class II equivalent soil.

All lands not described and included in this attached Amendment Contract continue to be bound by the provisions of Land Conservation Contract No. 3.

93005556

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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, aesthetic 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 May 12, 1993, 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

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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 and 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 document.

5/11/2008

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5/11/2008



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

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

93005556

Page 8 of 11 pages

Notice to the Owner shall be addressed as follows:

Little Maple Ranch Inc  
1700 Eastside Rd  
Etta Cal 96027

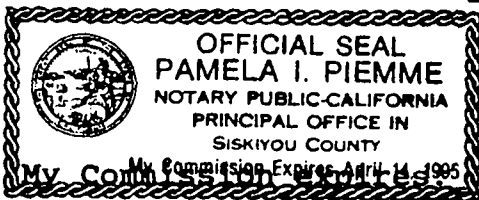
IN WITNESS WHEREOF the Owner and the County have  
executed this Contract on the day first above written.

Little Maple Inc.

OWNER

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 29th day of December, 199<sup>2</sup>,  
before me, Pamela I. Piemme, a Notary Public, in and for  
said California County, personally appeared  
Keith Whipple, known to me to be the person(s)  
whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.



Pamela I. Piemme  
Notary Public

My Commission Expires April 14, 1995

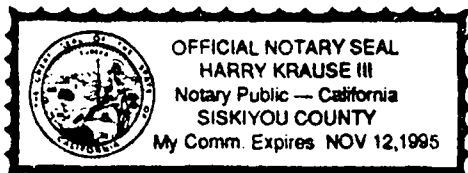
Robert Sellman  
Robert Sellman  
Planning Director

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this 12th day of MAY, 199<sup>3</sup>,  
before me the undersigned, a Notary Public for the State of  
California, personally appeared ROBERT SELLMAN,  
personally known to me, or proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument, and acknowledged that they executed it.

Robert Sellman

My Commission expires: \_\_\_\_\_



93005556

9-11-6  
pages

EXHIBIT "A"

This Land Conservation Contract amends Land Conservation Contract No. 3, in the name of Stanley Friden, recorded May 5, 1971, in the Siskiyou County Recorder's Office, Official Records, Volume 621, Page 260.

This Contract includes Assessor's parcel  
(map attached):

APN: 23-330-010

**PROPERTY DESCRIPTION**

Parcel 2 of Waiver-105-78 (O.R., Vol. 844, Pg. 754)  
is subject to this Amendment Contract.

Parcel 2 of Waiver-105-78 contains about 51 acres Class II  
equivalent soil:

<u>Mapping Unit</u>	<u>Acreages</u>	<u>Class</u>	<u>Ratio</u>	<u>Equivalent Acreage</u>
148	104	VI	6:1(Dry)	17
231	69	III	2:1(Dry)	<u>34</u>
				51

All lands not described and included in this attached Amendment Contract continue to be bound by the provisions of Land Conservation Contract No. 3.



93005557

MAY 21 10 13 AM '93  
#93005557

Recorded at the request of:

Siskiyou County Board of  
Supervisors

Recorder's Stamp

No Fee

Page 1 of 3 pages

AGRICULTURAL PRESERVE AMENDMENT CONTRACT

On February 11, 1992, the Siskiyou County Board of Supervisors authorized the Planning Director to approve Agricultural Preserve Amendment Contracts.

This Land Conservation Contract amends Land Conservation Contract No. 3, in the name of Stanley Friden, recorded May 5, 1971, in the Siskiyou County Recorder's Office, Official Records, Volume 621, Page 260.

PLANNING DEPARTMENT FILE REFERENCE: APA-92-15

The resultant 606 acre Whipple parcel contains about 87 acres Class II equivalent soil.

All lands not described and included in this attached Amendment Contract continue to be bound by the provisions of Land Conservation Contract No. 3.

93005557

2-13

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, aesthetic 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 May 12, 1993, 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

3-13-93

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 and 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 document.

PC 5-13-1999

(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 received 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, and successors and assigns and this Contract shall run with the land described herein and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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:

Keith Whipple Ranch, LLC,  
1700 Eastside Rd

Etna Calif. 96027

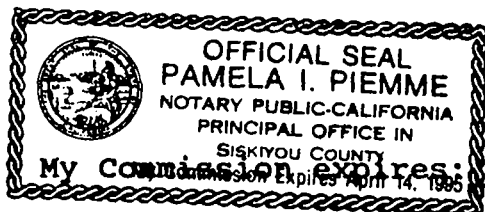
IN WITNESS WHEREOF the Owner and the County have  
executed this Contract on the day first above written.

Keith Whipple Pres.

OWNER

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou ) ss.

On this 29th day of December, 1992,  
before me, Pamela I. Piemme, a Notary Public, in and for  
said California County, personally appeared  
Keith Whipple, known to me to be the person(s)  
whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.



Pamela I. Piemme  
Notary Public

April 14, 1995

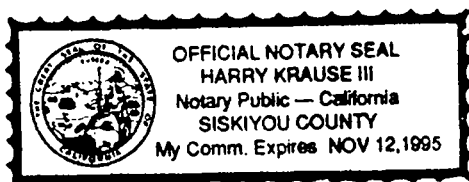
Robert Sellman  
Robert Sellman  
Planning Director

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss.

On this 12th day of MAY, 1993,  
before me the undersigned, a Notary Public for the State of  
California, personally appeared ROBERT SELLMAN,  
personally known to me, or proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument, and acknowledged that they executed it.

Harry Krause

My Commission expires: \_\_\_\_\_.



93005557

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EXHIBIT "A"

This Land Conservation Contract amends Land Conservation Contract No. 3, in the name of Stanley Friden, recorded May 5, 1971, in the Siskiyou County Recorder's Office, Official Records, Volume 621, Page 481.

This Contract includes Assessor parcels  
(maps attached):

APN: 23-080-060  
23-090-490

The resultant 606 acre Whipple Parcel I of BLA-92-27 (Doc. 93000509) is subject to this Amendment Contract.

The resultant 606 acre Whipple parcel contains about 87 acres of Class II equivalent soil.

All lands not described and included in this attached Amendment Contract continue to be bound by the provisions of Land Conservation Contract No. 3.



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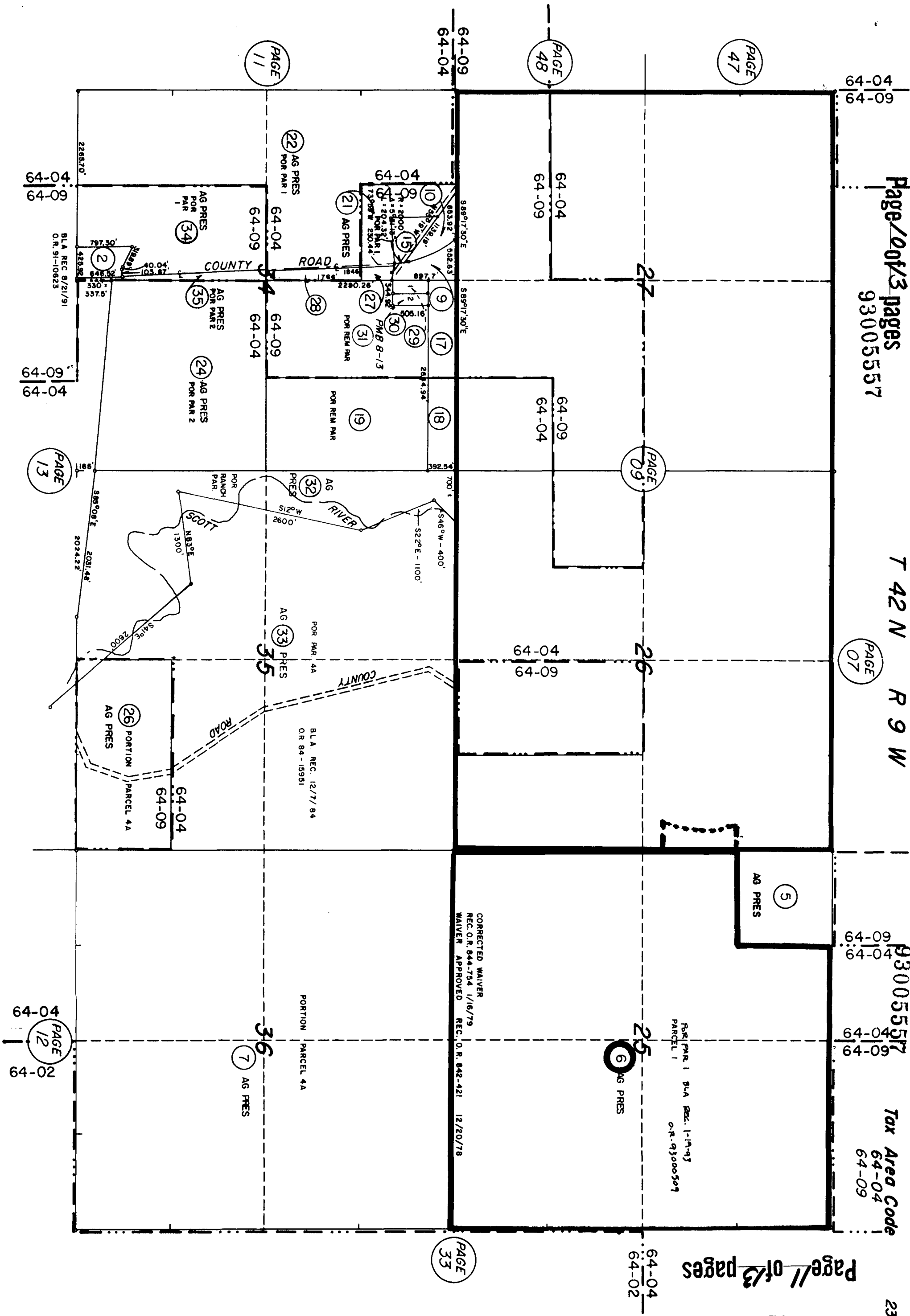
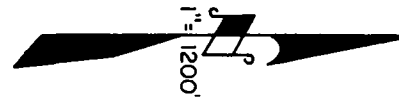
T 42 N

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Tax Area Code  
64-04  
64-09

23 - 08



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T 42 N R 9 W

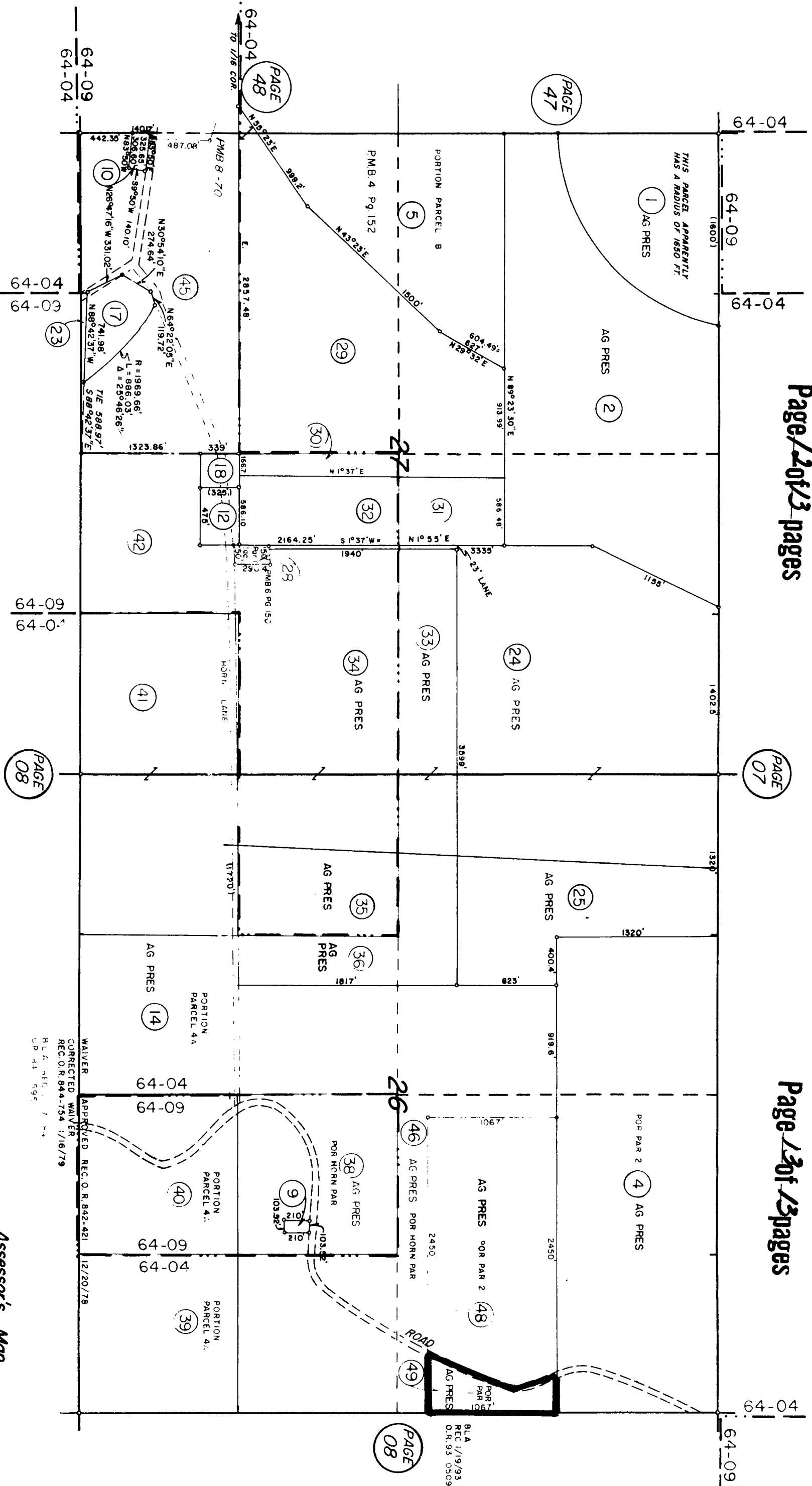
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Tax Area Code  
64-04  
64-09

23-09

Page 20 of 3 pages

Page 30 of 3 pages



Assessor's Map  
County of Siskiyou, California

This 16<sup>th</sup> day of Feb 1977

MICHAEL T. HENNESSY  
County Constl

*Frank J. Demare*  
DEPUTY COUNTY COUNSEL

FILED

10192

DEC 20 8 54 AM '71

NORMA B. HENDRICK  
CLERK  
DEPUTY

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT

SISKIYOU COUNTY, CALIFORNIA SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Patricia Davidson  
(Include trust deed or other  
encumbrance holders Use  
separate sheet if necessary ) same

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

APPLICANT'S ADDRESS: Star Route, Yreka, 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: none MAILING ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROPERTY  
(Use separate sheet if  
necessary)

Present Agricultural Use	Assessor's Parcel No	Acreage
<u>Ranch</u>	<u>14 18 11</u>	<u>160</u>

RECORDED AT REQUEST OF

Siskiyou County Clerk

05 FEB 25 8 A.M. 1977  
OFFICIAL RECORD SISKIYOU COUNTY CALIF.

FEB 25 1977

Total acreage 160

RECORDER

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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: Patricia Davidson

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: \_\_\_\_\_

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PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

## LAND CONSERVATION CONTRACT

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

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

Section 2. TERM. This Contract shall take effect on 2-9, 1972, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

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

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

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

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

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

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

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

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

Section 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:

PATRICIA DAVIDSON  
STAR Route 1  
YREKA CALIF.

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

Patricia Davidson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OWNER

ATTEST:

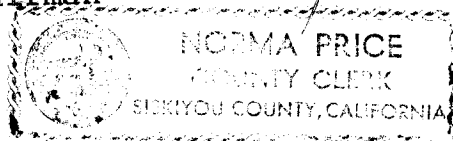
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )

ss.



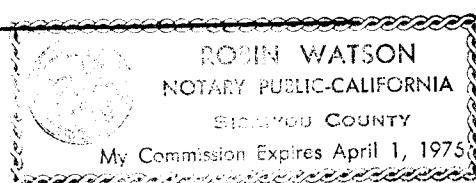
On this 23<sup>rd</sup> day of February, 1972, before  
me, Robin Watson a Notary Public, in and  
for said Siskiyou County, personally appeared  
Ernest A. Hayden known to me to be the  
Chairman of the Board of Supervisors of Siskiyou County  
whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.

Robin Watson  
Notary Public

My Commission Expires: \_\_\_\_\_  
00000

STATE OF CALIFORNIA )  
COUNTY OF Siskiyou )

ss.



On this 17<sup>th</sup> day of December, 1971,  
before me, Fred W. Burton, a Notary  
Public, in and for said Siskiyou County, personally  
appeared PATRICIA DAVIDSON  
known to me to be the person whose  
name is subscribed to the within instrument, and  
acknowledged to me that she executed the same.

Fred W. Burton  
Notary Public

My Commission expires: \_\_\_\_\_

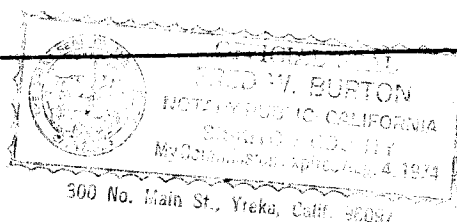


EXHIBIT "A"

List Assessor's Parcel Numbers below

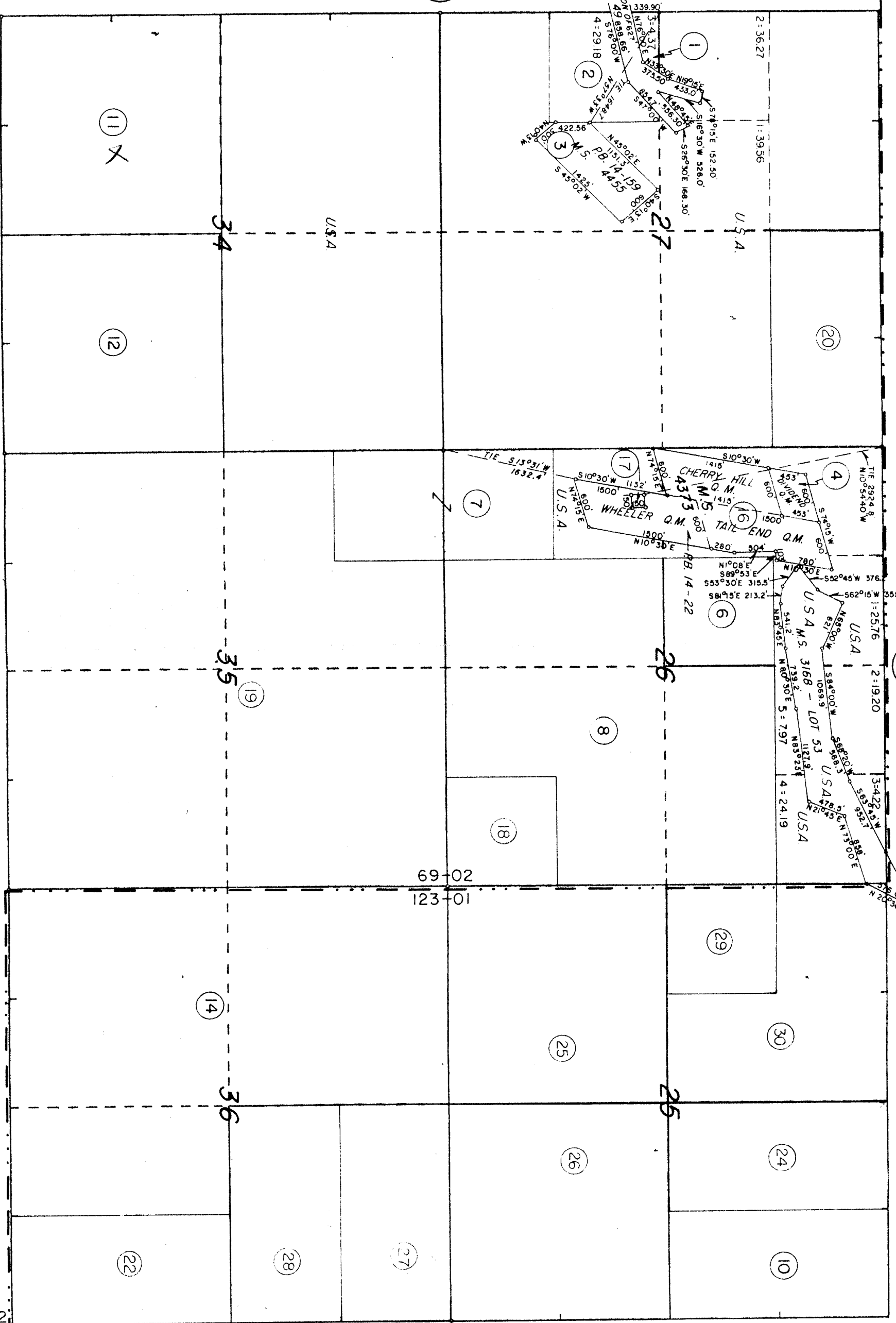
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NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance.  
REVENUE AND TAXATION CODE, SECTION 327.

123-01  
69-02

T 45 N R 8 W

Tax Area Code  
69-02  
123-01  
14-18



20

VOL 651 PAGE 389

Assessor's Map  
County of Siskiyou, California  
VOL 651 PAGE 390

Book  
13

Exhibit B-1

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

9th day February 19 72

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

\_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

AYES: Supervisors Mattos, Belcastro and Hayden.

NOES: None.

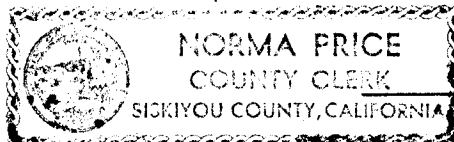
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU ) ss

I, NORMA PRICE, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on 2-9-72

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

cc: File  
Recorder



NORMA PRICE  
COUNTY CLERK

SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE

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

By

*Joanne Kendrick*

Deputy Clerk

VOL 651 PAGE 332

Exhibit B-1

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



MEMBERS:

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

*Board of Supervisors*  
of  
SISKIYOU COUNTY  
Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17 1972

. Patricia Davidson  
. Star Route  
. Yreka, California

Dear Ms. Davidson:

Your Land Conservation Contract entered into with the County of Siskiyou effective February 9, 1972, was recorded February 25, 1972, Vol. 651, Page 379, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By Joanne Hendrick  
Deputy

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT  
SISKIYOU COUNTY, CALIFORNIA

OWNER/OWNERS NAME AS RECORDED: Crystal Creek Ranch  
(Include trust deed or other  
encumbrance holders Use  
separate sheet if necessary ) Carl Mc Eonnell (McConnell)

APPLICANT'S NAME (If other than above): \_\_\_\_\_

APPLICANT'S ADDRESS: Etna, 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 1,663.4

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

*[Handwritten signatures]*

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: \_\_\_\_\_

7-22-71

CRYSTAL CREEK RANCH  
SCHEDULE OF RANCH PROPERTIES OWNED  
 (Per Tax Bills)  
1970-1971

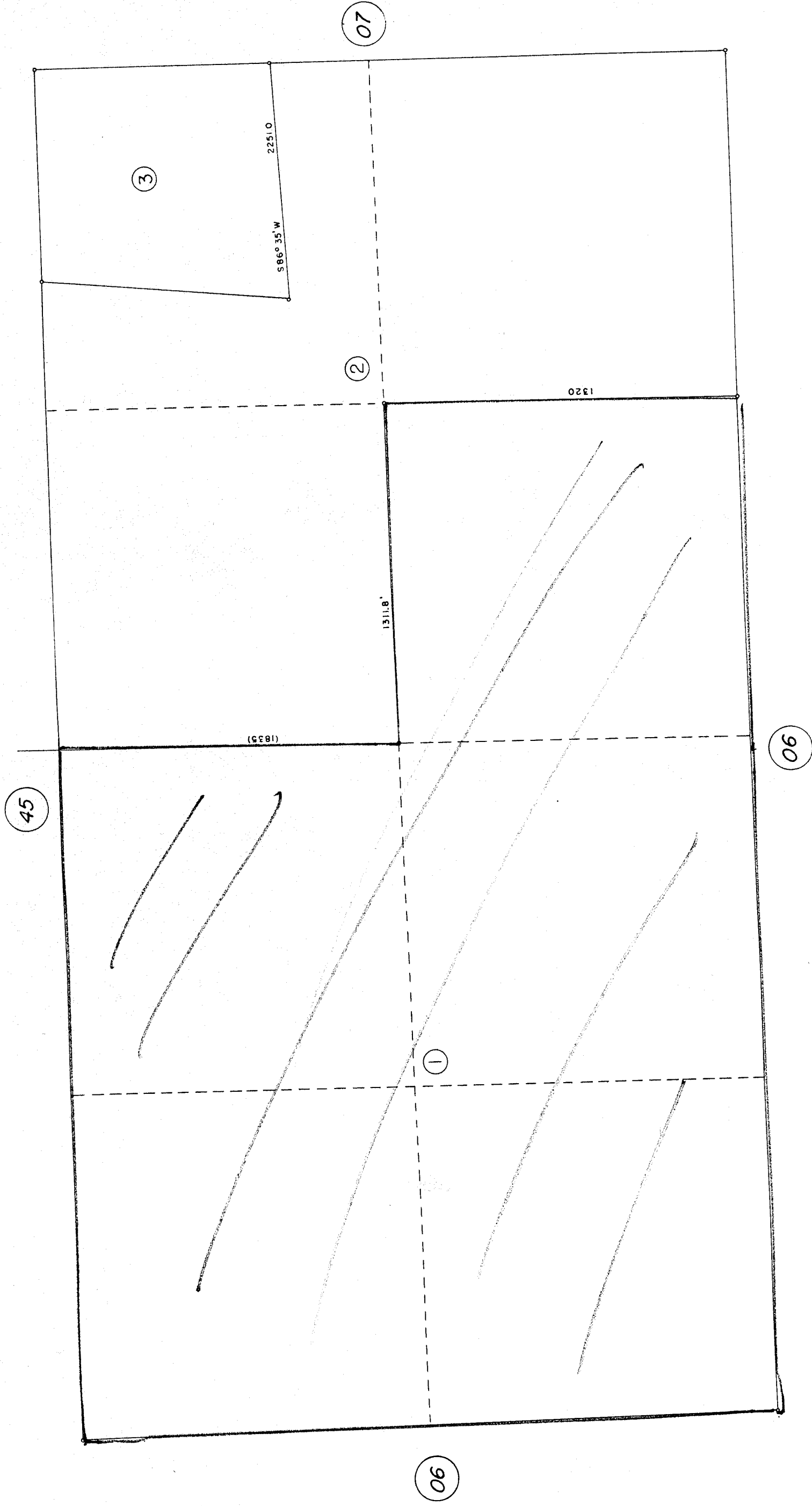
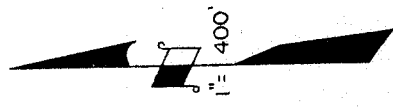
Crystal Creek Parcel	Acreage	APPRAISED VALUE			
		Land Value	Improvements	Personal Property	Inventory
23-030-120 ✓	67.0	\$ 18,000.00			
23-030-130	47.0	11,500.00			
23-460-010 ✓	200.0	60,000.00			
23-450-040 ✓	77.9	23,000.00			
23-450-050 ✓	20.0	6,000.00			
23-060-130 ✓	409.5	5,700.00	\$ 3,500.00		
23-060-140 ✓	122.0	36,000.00	13,000.00	\$ 32,230.00	\$140,000.00
23-040-040 ✓	229.0	70,000.00	16,000.00		
23-040-050 ✓	7.0	2,100.00	2,000.00		
23-040-060 ✓	51.0	20,000.00	7,000.00		
23-040-070 ✓	433.0	127,000.00			
<u>TOTAL</u>	<u>1,663.4</u>	<u>\$379,300.00</u>	<u>\$ 41,500.00</u>	<u>\$ 32,230.00</u>	<u>\$140,000.00</u>

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S 1/2 of Sec. 16 T 42N R 9W

Tax Area Code  
64-02

23-46

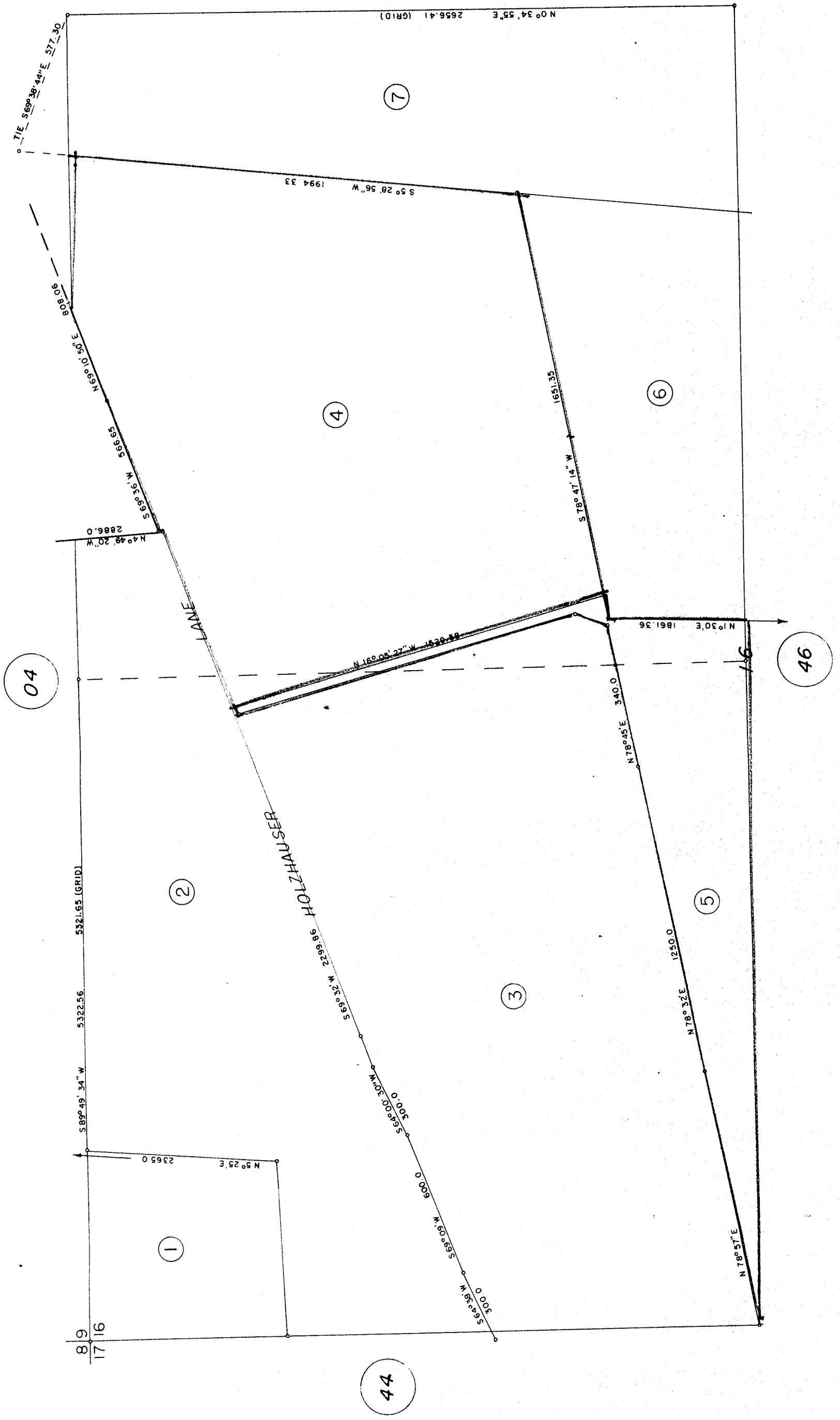
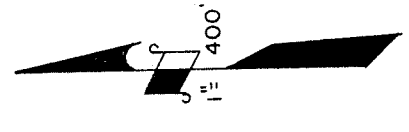


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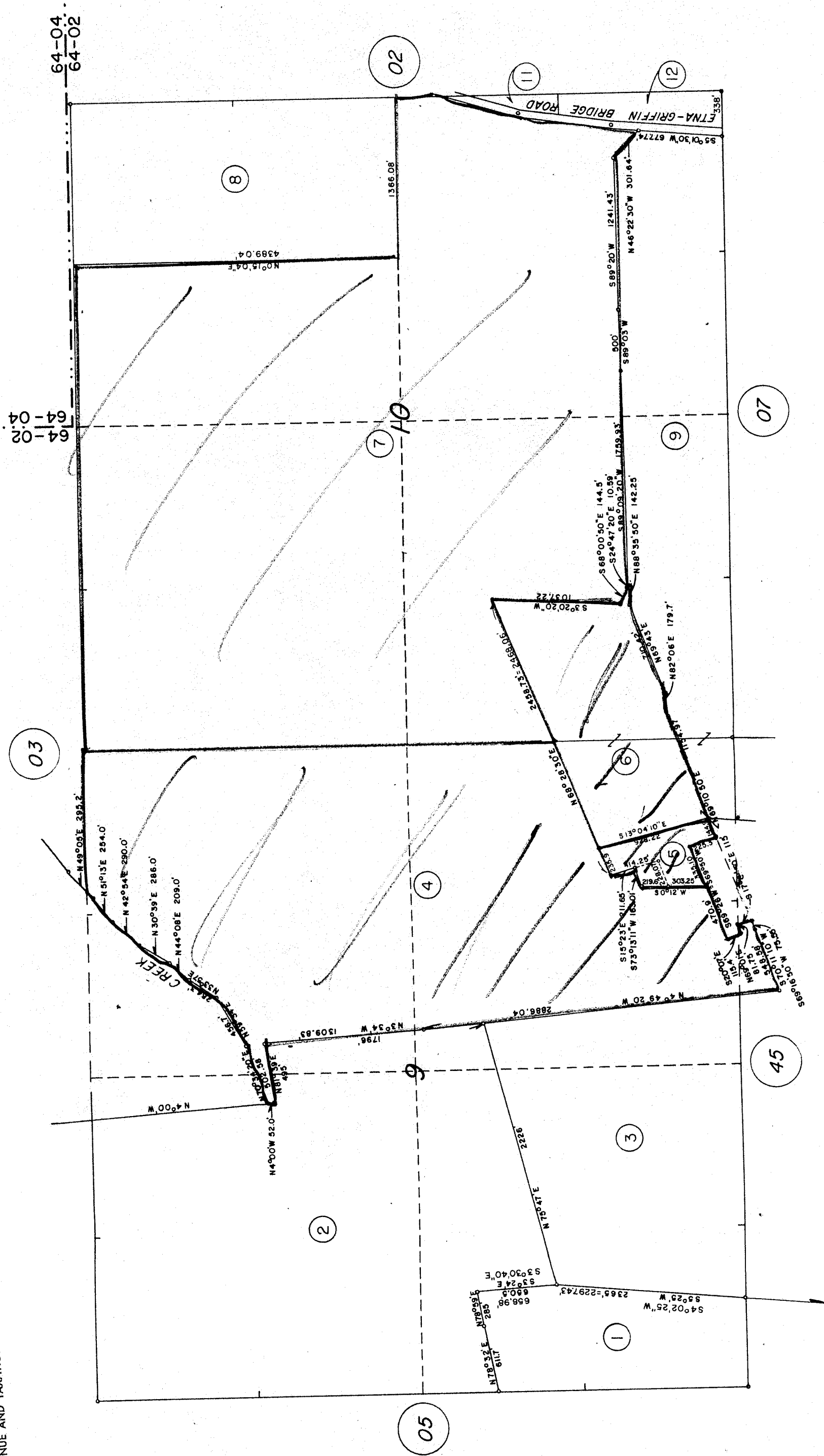
N 1/2 of Sec. 16 T 42N R 9W

Tax Area Code 64-02

23-45



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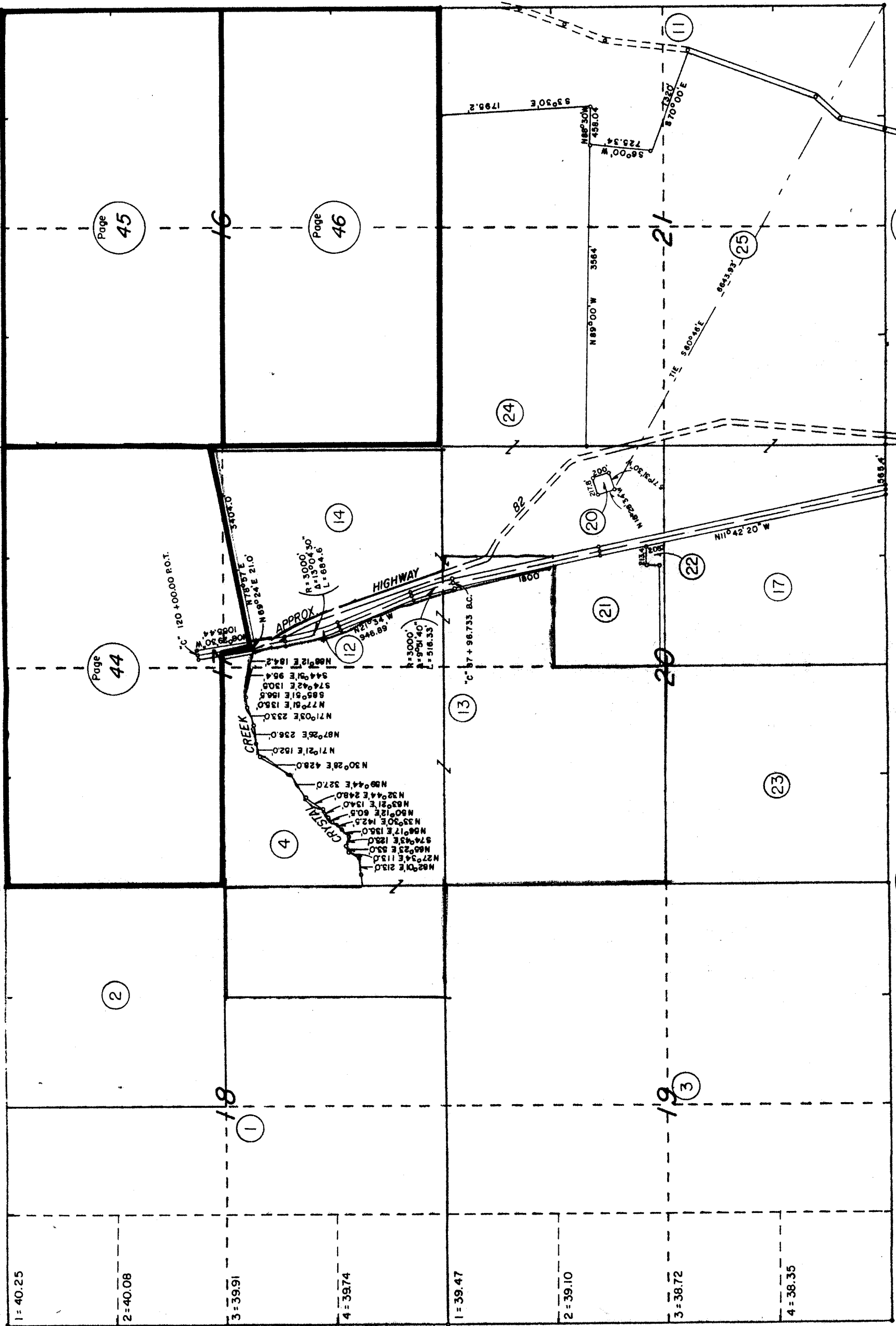
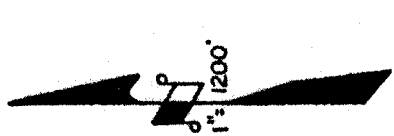
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Exhibit C-1

23-06

Tax Area Code  
64-02

T 42 N R 9 W



R.S.B. 3-95

Assessor's Map  
County of Siskiyou, California

Book 25

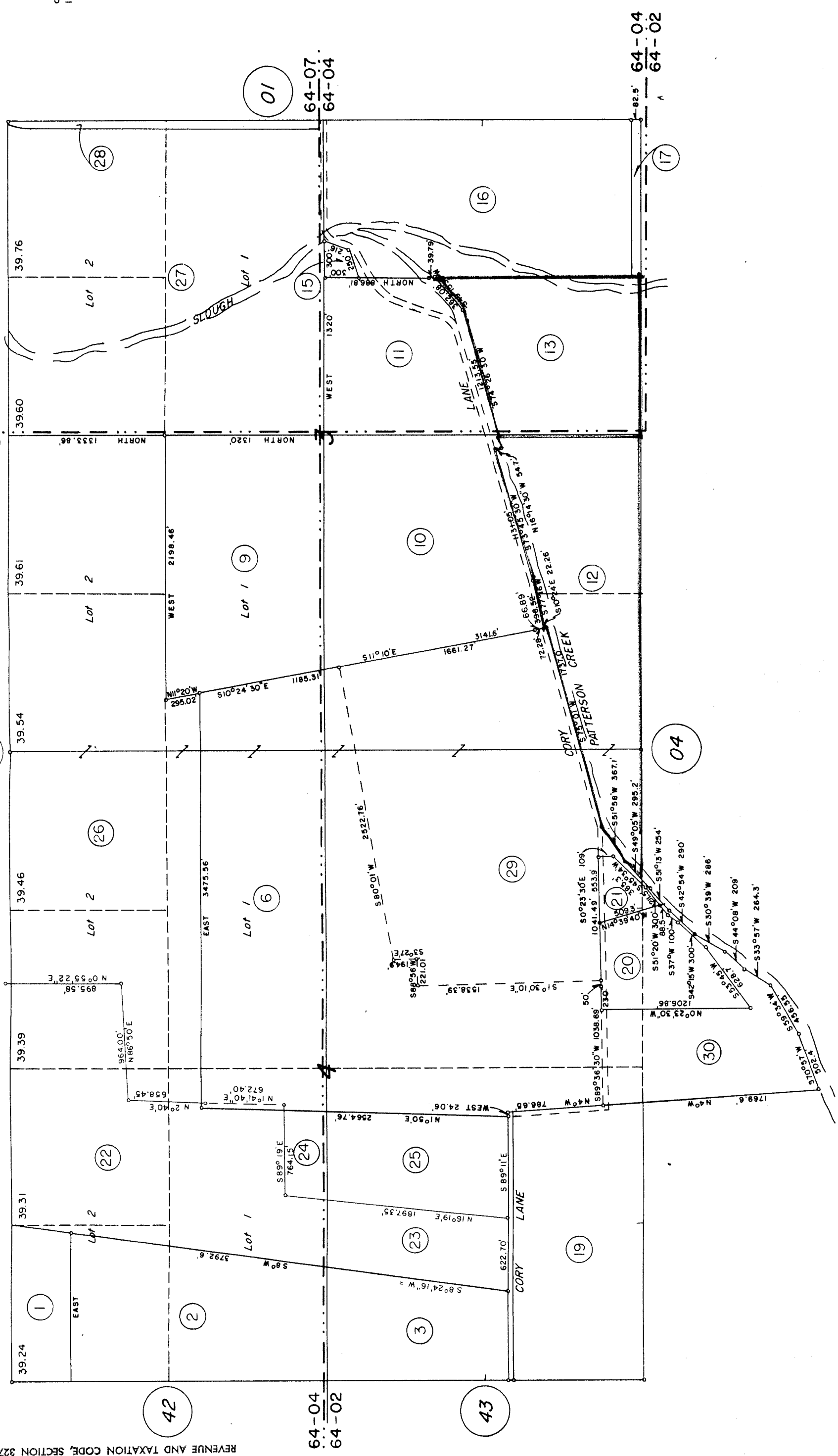
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Exhibit C-1

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

1 42 IV R 9 W

Book 24





Recorded at the Request of  
Siskiyou County Planning Department

Return to County Clerk's Office

cc: Planning  
Assessor  
New Land Owner

Siskiyou County Recorder  
Contact: LEANNA DANCER  
Instrument: 2001100414233  
Date: 04-OCT-2001 Time: 11:32:39 A  
Book and Page:  
Total Fees: \$9.00 Paid

AGRICULTURAL PRESERVE CHANGE OF OWNERSHIP FORM

On June 24, 1969, land was entered into a Williamson Act Contract under  
the following name(s):

Original contract file name(s): E. Orlo Davis and Margaret A. Davis

Original contract number: # 8, # 9, and #571

Recording number of original contract: #8: Vol 621, Pg 205; #9: Vol 621,  
Pg 195; and #571: Vol 577, Pg 722

The above described contract has hereby changed ownership to:

New landowner(s): James Elmer Carrier and Betty Joan Carrier

Effective date of the change of ownership: October 2, 2001

Deed reference for new landowner: \_\_\_\_\_

Mailing address: 12920 Davis Road Montague, CA 96064

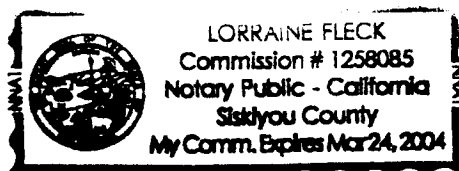
Landowner's signature(s): James E. Carrier  
(Notarized signature required)

Betty J. Carrier  
(Notarized signature required)

State of California

County of Siskiyou

On October 3, 2001, before me, Lorraine Fleck, Notary Public, personally appeared James Elmer Carrier and Betty Joan Carrier, ☐ personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity, and that by his/her/their signature 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.

Lorraine Fleck  
Signature of Notary Public