

Staff Report

Submission Date: September 24, 2025

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Associate Planner

Subject: Proposed Masson APA-23-13, Application to rescind their property from the existing contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of pasture for livestock production and forage and intensive farming of grass hay.

Location: The project site is located on Scala Lane, South of the city of Montague on APNs 038-051-370, 038-051-320, 038-051-270, 038-051-380, 038-040-510, 038-051-290, and 038-040-030; T44N, R6W, Sections 4 and 5, MDB&M.

Exhibits: **A.** Map of properties under existing contract 05002
B. Location Map
C. Zoning Map
D. Map of Legal Parcel Boundaries
E. Proposed Resultant Masson and Shannon Preserve
F. Proposed Resultant Sousa and Hayden Preserve
G. NRCS Soils Data and Map
H. Williamson Act Amendment Questionnaire
I. Existing Contracts and Establishment of Agricultural Preserve

Background and Discussion

The property owners submitted an application on June 27, 2023, which requests to rescind their property from the existing Williamson Act Contract and reissue a contract consisting solely of property under their ownership. The subject property is approximately 80.38 acres.

During the initial review, it was found that a 0.56-acre portion of one parcel and a 1.06-acre portion of another parcel (shown in Exhibit D) that is proposed to be included in the Williamson Act Contract is not under Williamson Act Contract. As these portions are utilized as part of the agricultural operation, they should be included in the proposed contract.

Parcel History

Parcel Creation

- APNs 038-040-030, 038-040-510, 038-051-290, 038-051-310 and 038-051-370 together are one 41.16 acre legally created parcel as Parcel E of Boundary Line Adjustment, which was filed for record on in the Siskiyou County Recorder's Office on April 11, 2017, as Document No. 17-0002836.
**A 0.56-acre portion (APN 038-051-310) of this parcel is not under Williamson Act Contract.*
- APNs 038-051-270, 038-051-320, 038-051-330 and 038-051-380 together are one 40.84 acre legally created parcel as Parcel F of Boundary Line Adjustment, which was filed for record on in the Siskiyou County Recorder's Office on April 11, 2017, as Document No. 17-0002836.
**A 1.06-acre portion (APN 038-051-330) of this parcel is not under Williamson Act Contract*

(Legal Parcel boundaries shown in Exhibit D)

Williamson Act Contract

- 80.38 acres of the subject property is encumbered by Williamson Act Contract as recorded December 20, 2004, as Document No. 2004-0020375, in the Siskiyou County Records. The contract is also identified as Assessor's Contract No. 05002 and Clerk's Record No. 525.
**1.62 acres are not encumbered by a Williamson Act Contract.*

Agricultural Preserves

- 80.38 acres of the subject property is within an Agricultural Preserve established by Board Resolution No. 04-186, adopted on October 19, 2004.
**1.62 acres are not within an Agricultural Preserve.*

Analysis

Preserve Requirements

Property ownership

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

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 existing Ag Preserve consists of property under three different ownerships and the property is not contiguous. The existing Ag Preserve should be amended to remove the subject property and a new Ag Preserve be established. Because the subject property is less than 100 acres in size (the minimum acreage requirement for the establishment of a preserve) adjacent property must be included in the preserve.

Staff recommends a new 127.02-acre preserve be created consisting of the subject property (Masson 82 acres) with the adjacent Shannon 45.02 acres (Exhibit E).

Additionally, the remaining 74.9 acres in the existing preserve, owned by Sousa does not meet the minimum acreage requirement for an individual preserve, therefore the Sousa property must be addressed.

Staff recommends a second, 469.9-acre preserve be created consisting of the 74.9-acre Sousa property along with the adjacent 395-acre Hayden property (Exhibit F). Each of these properties is currently in an existing preserve which also consists of noncontiguous properties under different ownerships.

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) and Non-Prime Agricultural (AG-2) as shown on the zoning map (Exhibit C).

Minimum Parcel Size

Per County Rules Section III, Item B, lands shall be in parcels large enough to sustain their commercial agricultural use if the contracted land within a qualifying preserve is at least 40 acres in size. Property is evaluated by legally established parcel.

At 41.16 and 40.84 acres, the parcels meet the minimum acreage requirement.

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 40.6 acres of the 41.16-acre parcel and 39 acres of the 40.84-acre parcel is under contract (Exhibit D). The entire legal parcel should be included in the new contract.

The proposal would increase the acreage under contract by 1.62 acres, which could be considered less than significant as it is not more than 25 percent and is not 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 mostly Class III soils and contains approximately 66-acres of Class I or II equivalent soils as shown in the NRCS soils data (Exhibit G).

Soil Type	Acres +/-	Class	Ratio to Class	Equivalent
217 Irrigated	44	III	1:1	44
222 Irrigated	19.5	VI	3:1	6.5
155 Irrigated	9	III	1:1	9
155 dry	6	III	2:1	3
147 Irrigated	2	III	1:1	2
218 Irrigated	1.5	III	1:1	1.5
Total	82			66

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.

Currently, there are no other uses occurring on the property.

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 two new preserves, one of which includes the addition of the 1.62 acres not currently in preserve, rescind the subject property from the existing contract and reissue a single contract for all proposed property, including 1.62 acres previously not under contract in the newly established 127.02-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 September 24, 2025. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.

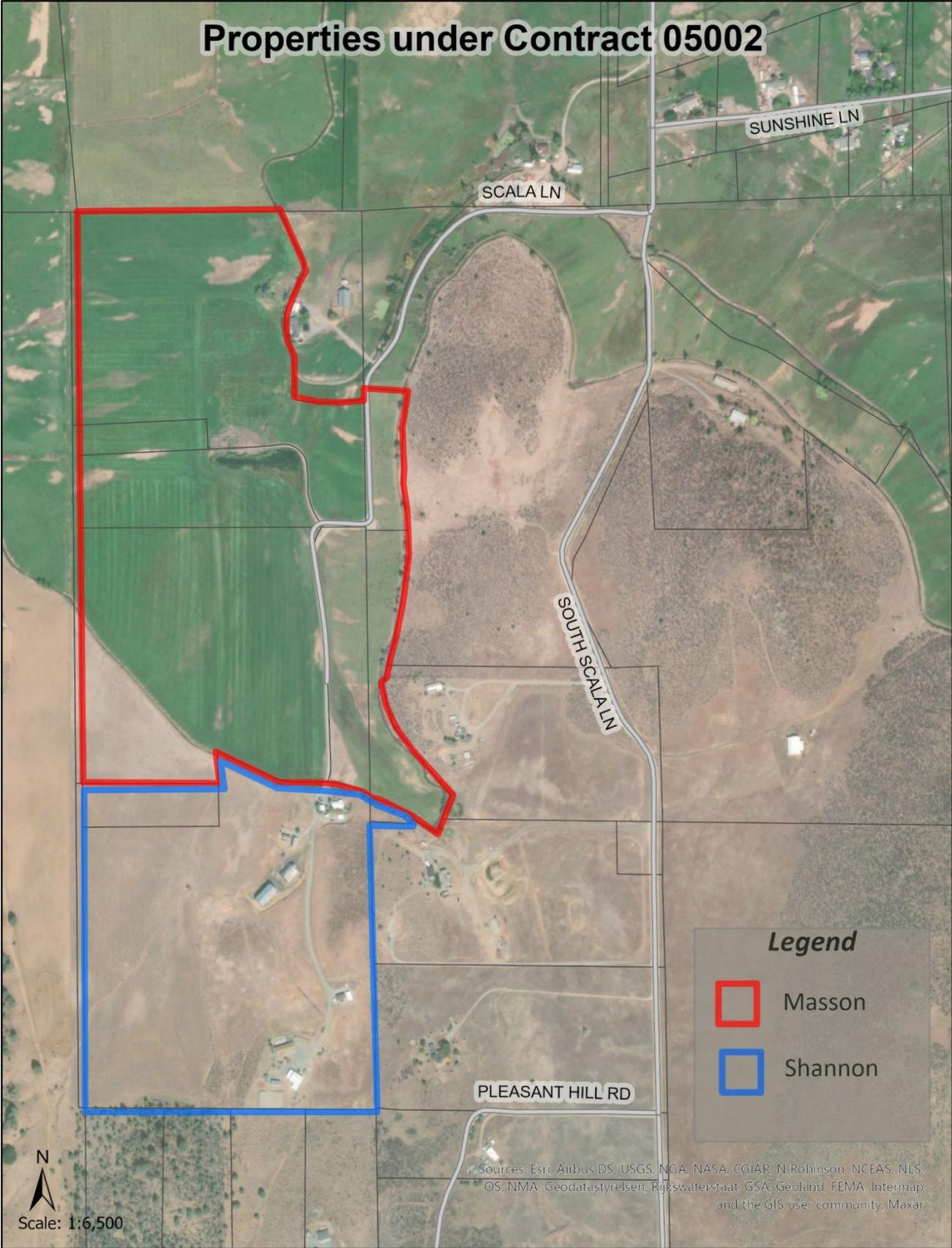


Exhibit A



Exhibit B

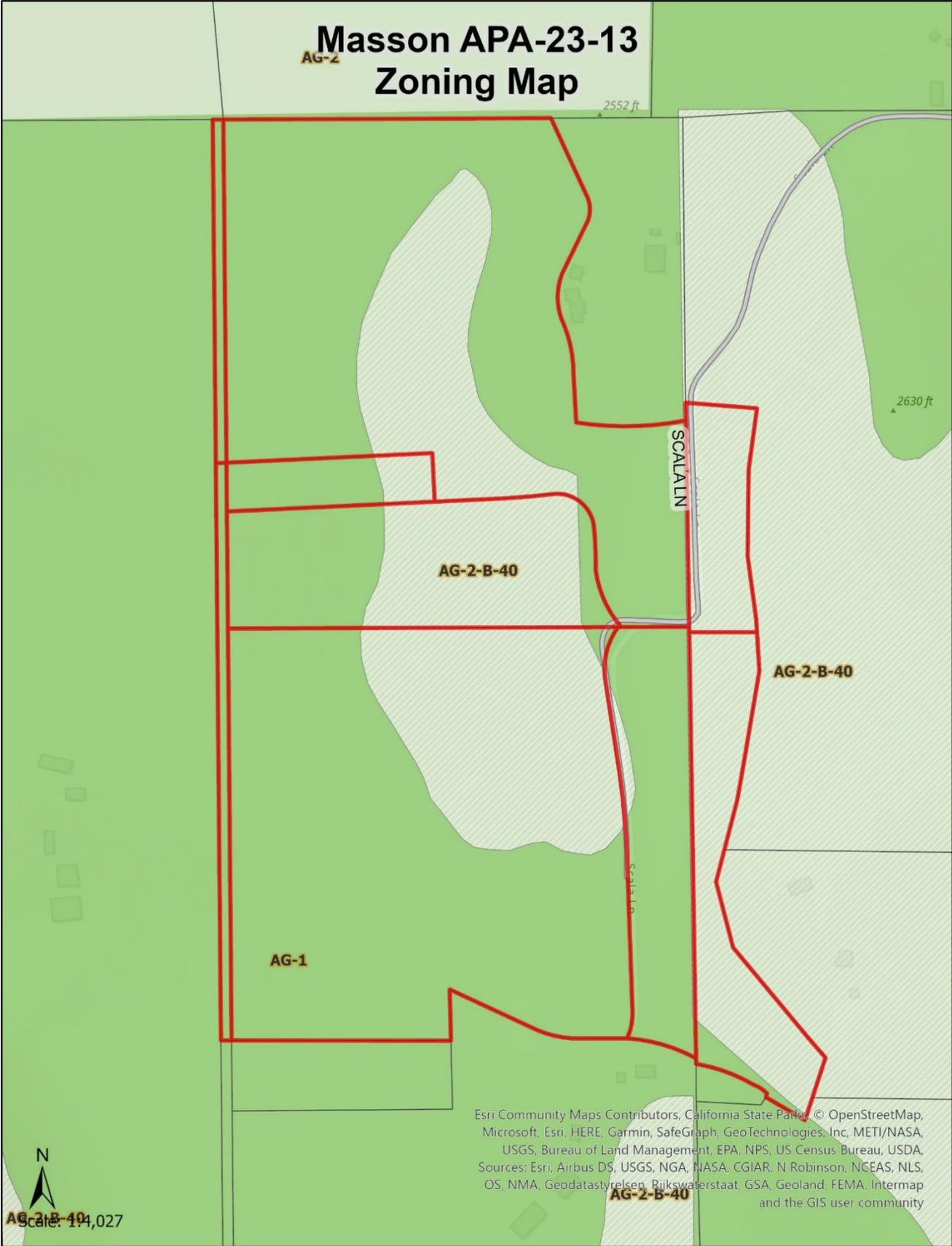


Exhibit C

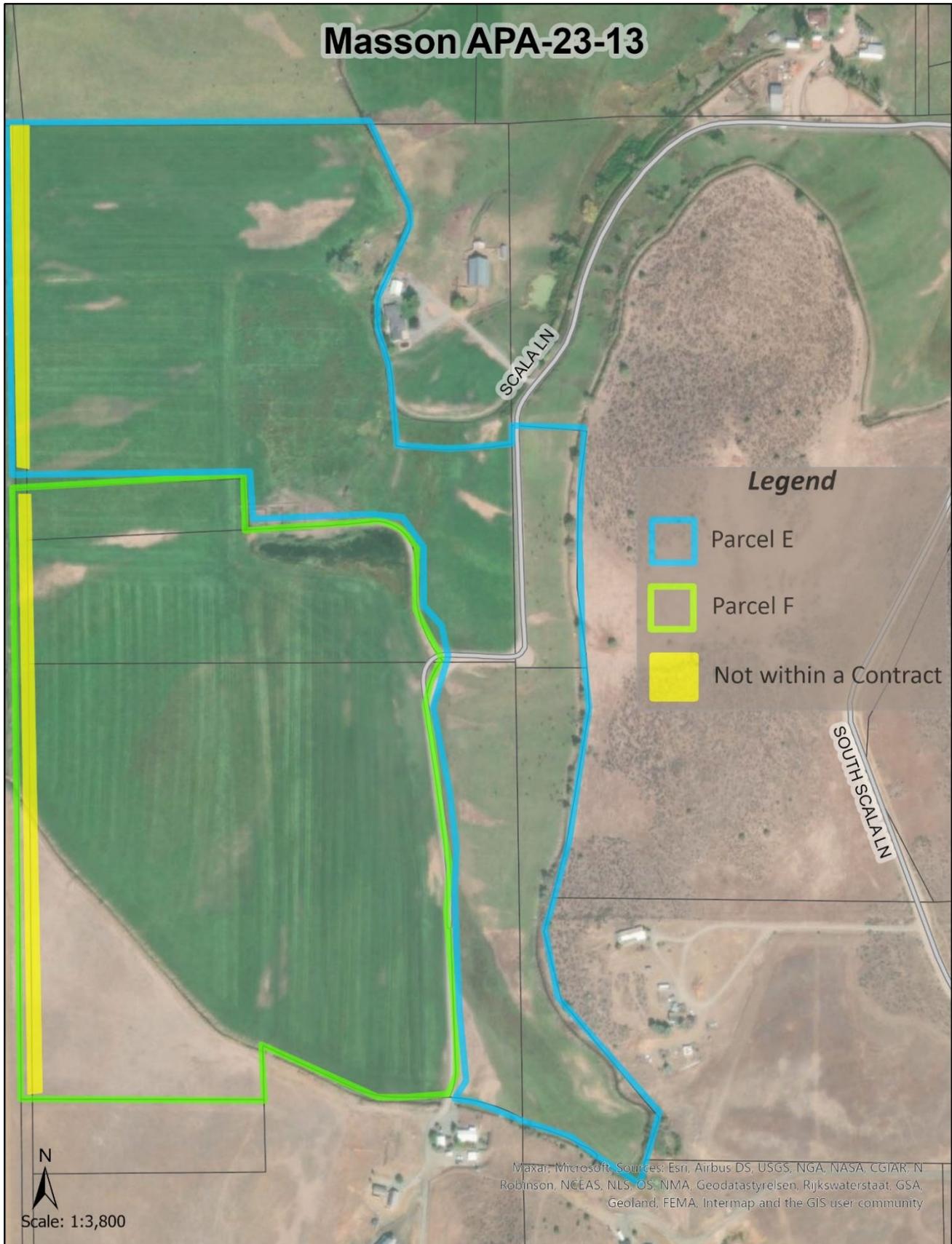


Exhibit D

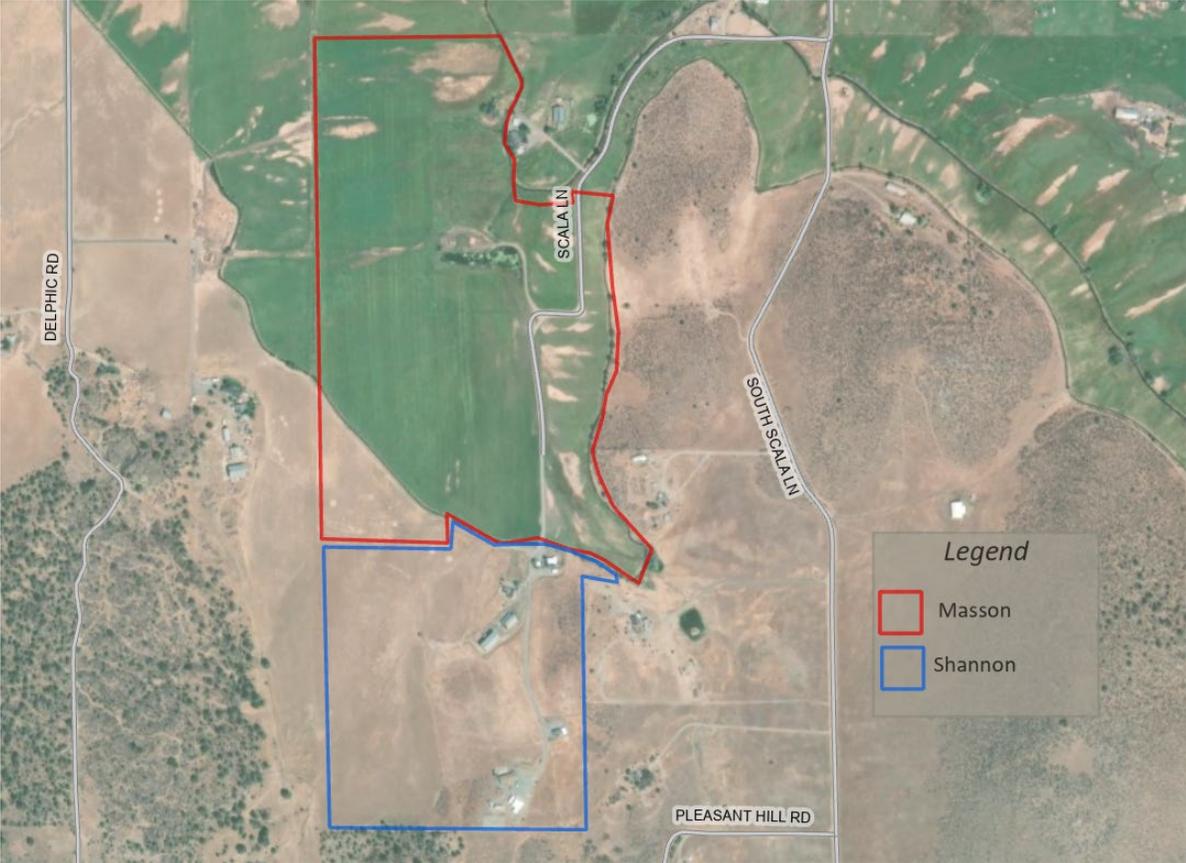


Exhibit E - Proposed resultant Masson and Shannon Ag. Preserve

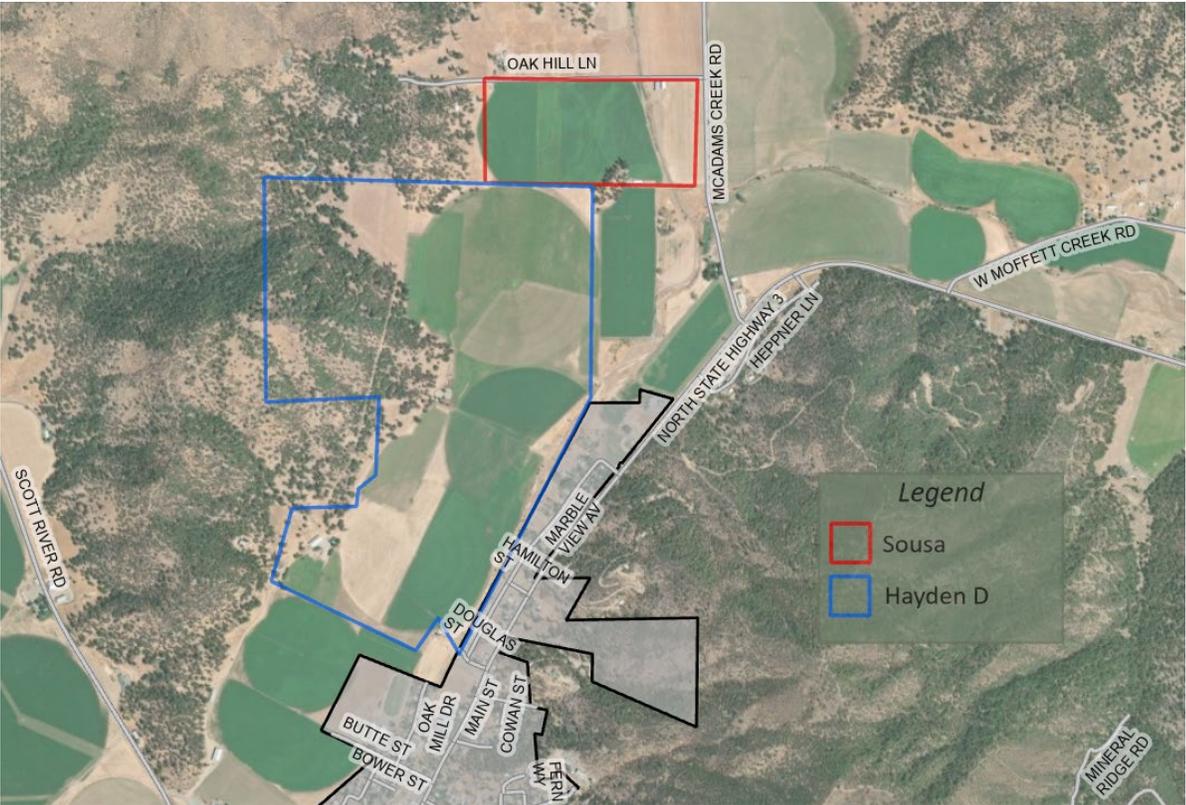
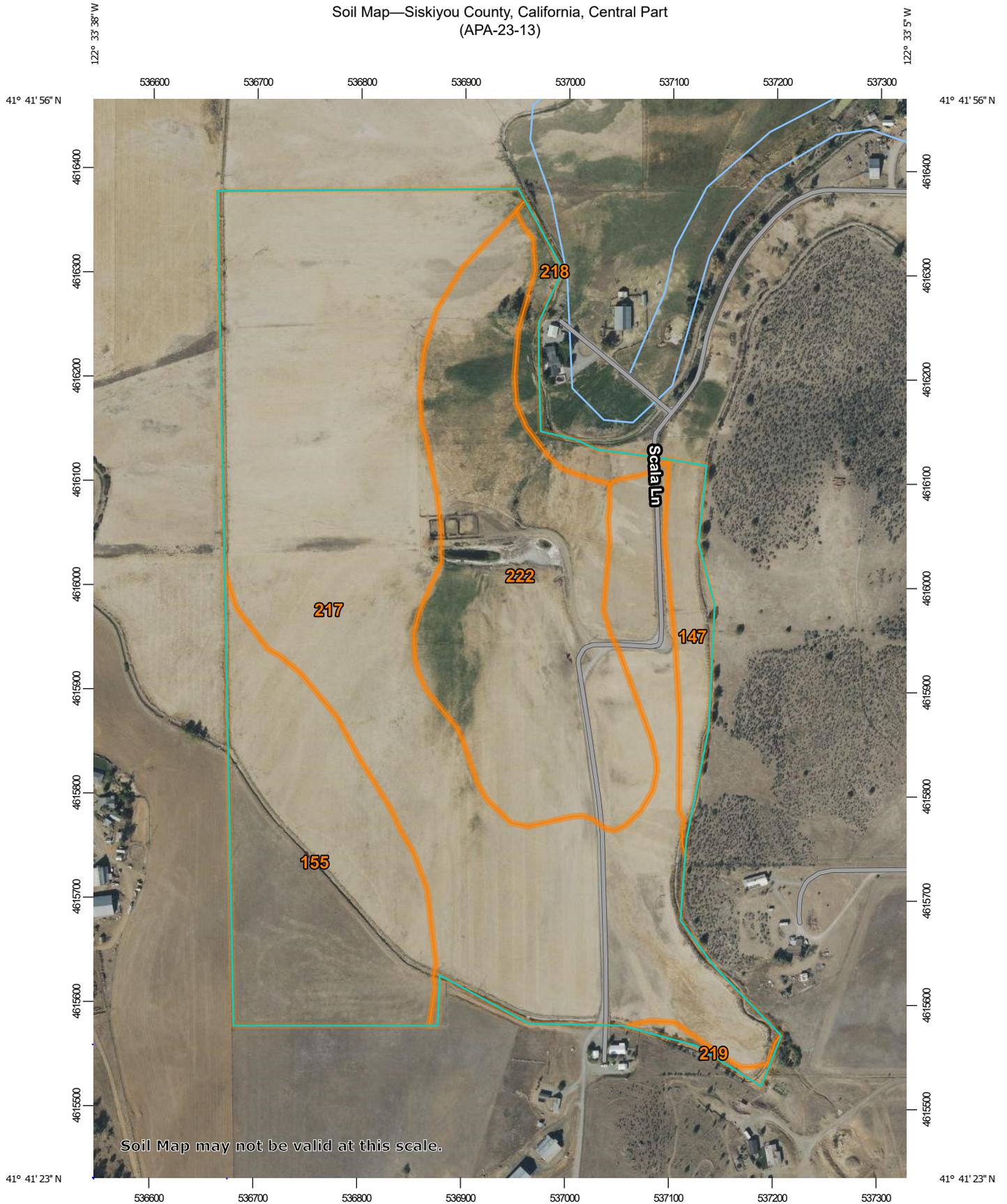
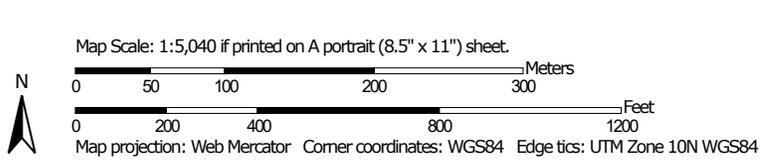


Exhibit F – Proposed resultant Sousa and Hayden Ag. Preserve

Soil Map—Siskiyou County, California, Central Part
(APA-23-13)



Soil Map may not be valid at this scale.



MAP LEGEND

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

MAP INFORMATION

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

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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
147	Duzel gravelly loam, 9 to 15 percent slopes	2.7	3.3%
155	Hilt sandy loam, 2 to 15 percent slopes	13.9	16.9%
217	Salisbury clay loam, 0 to 2 percent slopes	44.2	53.5%
218	Salisbury clay loam, 2 to 9 percent slopes	1.8	2.2%
219	Salisbury gravelly clay loam, 0 to 5 percent slopes	0.4	0.4%
222	Settlemyer loam, 0 to 2 percent slopes	19.5	23.7%
Totals for Area of Interest		82.5	100.0%

505

RECORDING REQUESTED BY:

When Recorded Mail To:

~~Larry D. Shannon and Daren L. Shannon
2604 Scala Lane
Montague, CA 96064~~

County Clerk

DEC 17 10:44:00

COPY Of Document Recorded
On 12.20.04 As No. 04-0120375
Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

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.

City Planning
Property Owner

Agricultural Production Questionnaire

Owner's Name: Dustin and Mireya Masson Address: 7315 River Ranch Rd Montague CA

Parcel numbers: 038-051-370, 038-051-320, 038-051-270, 038-051-380,
038-351-290, 038-040-510, 038-040-030

How long have you owned this land? Since December of 2022

Type of Agricultural Use:

Dry pasture acreage Approx. 6.14 Carrying capacity 2 pair

Irrigated pasture acreage Approx. 74.24 Carrying capacity 60 pair

Dry farming acreage _____ Crops Grown _____ Production per acre _____

Field crop acreage 52.9 Crops Grown Grass Hay Production per acre 2 ton

Type of Irrigation (pivot line, ditch, etc.) Ditch w/ Shasta River Irrigation District

Row crop acreage _____ Crops Grown _____ Production per acre _____

Grazing AUM _____ Term _____ Fees paid _____

Other acreage _____ Type _____ Production per acre _____

Other Income and Compatible Uses: N/A

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

Other recreation rights \$ _____ per year _____ type _____

Mining and exploration \$ _____ per year _____ type _____

Quarrying \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Other _____ \$ _____ per year _____ type _____

Additional description of use(s) listed above and other compatible uses that do not result in income.

Land is used for the production of Grass Hay and irrigated grazing pasture for cattle. Land is irrigated w/ water rights from the Shasta river irrigation district.

Land Leased to Others: N/A

Name of Owner _____ Number of acres _____

Rental fee per acre _____ Use of land _____

Terms of lease _____ Lease termination date _____

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

List expenses paid by landowner _____

Remarks on Income, etc.:

The above statements are certified by the undersigned to be true and correct, and this land is used for the intensive production of food or fiber, or the land is used to support the agricultural economy and has public value.

Signed:  Date: 6/26/2023

Please return this form to the Siskiyou County Planning Division along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act, as adopted by the Siskiyou County Board of Supervisors. **Adopted November 28, 1972.**

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 JAN. 1 2005, ~~19~~, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

SECTION 3. RENEWAL. NOTICE OF NON-RENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of each year, and on the first day of each January thereafter unless written notice of non-renewal is served by the OWNER on the COUNTY at least 90 days prior to said date or written notice of non-renewal is served by the COUNTY on the OWNER at least 60 days prior to said date. Under no circumstances shall a notice of 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 re-adoption or amendment of any zoning ordinance or land use ordinance, regulation or

restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

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

(b) Except as provided in Subdivision (d) of this Section 7, when such an action to condemn or 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.

(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 canceled 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 canceled until the hereinafter specified cancellation fee has been paid, unless such fee or portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code).

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

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation, which shall be 50 percent of the cancellation valuation of the land as determined in subparagraph (b) of this section. If, after the date this Contract is initially entered into the publicly announced County ratio of 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 Non-renewal 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:

LARRY D. SHANNON, DAREN L. SHANNON

2604 SCALA LANE MONTAGUE CA 96064

IN WITNESS WHEREOF the Owner and the County have executed this Contract

on the day first above written:

Larry D. Shannon

6-30-04

Daren L. Shannon

6-30-04

Owner

PLACE NOTARY CERTIFICATE HERE

ATTEST:

COUNTY OF SISKIYOU, Board of Supervisors

[Signature]
Clerk

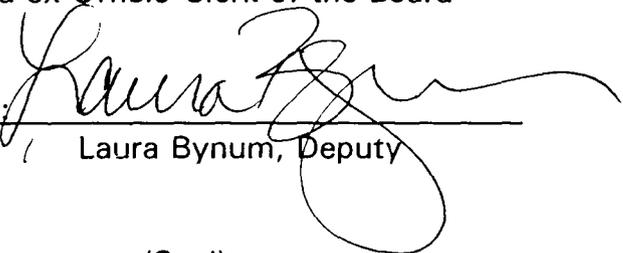
[Signature]
Chairman

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

On November 2, 2004, before me, Laura Bynum, Deputy Clerk of the Siskiyou County Board of Supervisors, personally appeared Bill Hoy, personally known to me to be the person who executed this instrument as Chair of the Board of Supervisors of the County of Siskiyou, State of California, and acknowledged to me that the political subdivision executed it.

COLLEEN BAKER, County Clerk
and ex-Officio Clerk of the Board

Dated: November 16, 2004

By: 

Laura Bynum, Deputy

(Seal)

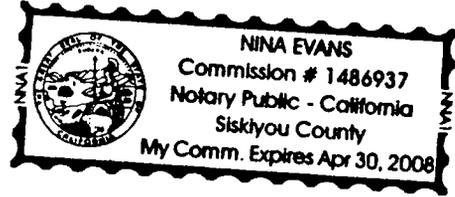
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Siskiyou } ss.

On JUNE 30, 2004 before me, NINA EVANS
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared LARRY D SHANNON & DAREN L. SHANNON
Names(s) of Signer(s)

I personally known to me
 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Nina Evans
Signature of Notary Public

OPTIONAL

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

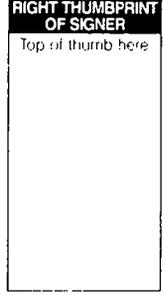
Description of Attached Document

Title or Type of Document: PREAMBLE TO LAND CONSERVATION CONTRACT
 Document Date: 6.30.04 Number of Pages: 6
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



RECORDING REQUESTED BY
Siskiyou County Title Co.

AND WHEN RECORDED MAIL TO:

LARRY D. SHANNON
DAREN L. SHANNON
17376 BRIGHT PATH
ANDERSON, CA 96007

ORDER NO.: 00200901-100-KEE

The undersigned hereby certifies that this is
a true and correct copy of the document
recorded as:
Document No. 04-9304
Siskiyou County Records Office
[Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 038-051-040, 038-040-030, 038-040-060 and 038-051-090

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

- unincorporated area
- THE city of

Documentary Transfer Tax is \$ 313.50 County

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

Parcel No. 038-051-040, 038-040-030, 038-040-060 and 038-051-090

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marion F. Brooks and Mary Brooks, Trustees of The Marion F. Brooks and Mary Brooks Family Trust hereby GRANT(s) to

Larry D. Shannon and Daren L. Shannon, husband and wife as joint tenants

the following real property in the County of Siskiyou, State of California:

See Exhibit A attached hereto and made a part hereof.

Dated: June 10, 2004

The Marion F. Brooks and Mary Brooks Family Trust

The Marion F. Brooks and Mary Brooks Family Trust

Marion F. Brooks Trustee
Marion F. Brooks, Trustee

Mary Brooks Trustee
Mary Brooks, Trustee

STATE OF CALIFORNIA }
COUNTY OF SISKIYOU } SS:

On June 10, 2004, before me,
The undersigned

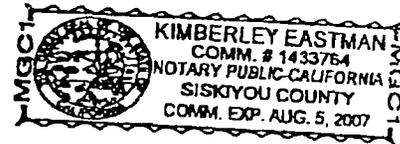
FOR NOTARY SEAL OR STAMP

a Notary Public in and for said County and State, personally appeared

Larry D. Shannon and Daren L. Shannon

Marion F. Brooks and Mary Brooks

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature [Signature]

Gmtdepl

Exhibit A

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

Parcel 1:

The Northeast quarter of the Northeast quarter of Section 5, T. 44 N., R. 6 W., M.D.M.

Excepting therefrom a tract of land described as follows:

Beginning at the Northeast corner of Section 5, T. 44 N., R. 6 W., M.D.M.;
thence S. 1° 13' 30" E. along the East boundary of said Section 5 a distance of 789.50 feet;
thence S. 84° 35' W. a distance of 147.45 feet to an iron pin on the bank of an irrigation ditch;
thence following the Southerly and Westerly bank of said ditch through the following courses and distances:
N. 85° 39' W. a distance of 171.50 feet;
N. 7° 43' W. a distance of 146.90 feet;
N. 21° 56' W. a distance of 96.60 feet;
N. 0° 14' W. a distance of 78.80 feet;
N. 22° 00' E. a distance of 252.36 feet;
N. 25° 33' W. a distance of 267.95 feet to a point on the North boundary of said Section 5;
thence N. 89° 54' 30" E. a distance of 378.23 feet to the Point of Beginning.

Also Saving and Excepting a right of way for water ditch heretofor granted by L. H. Calame and wife to Montague Land and Irrigation Co.

Assessor's Parcel No: 038-051-040

Parcel 2:

Also a parcel of land in the Northwest quarter of Section 4, T. 44 N., R. 6 W., M.D.M., described as :

Beginning at a point on the West boundary of Section 4, T. 44 N., R. 6 W., M.D.M. from which the Northwest corner thereof bears N. 1° 13' 30" W. a distance of 789.50 feet;
thence S. 1° 13' 30" E. along said boundary a distance of 637.48 feet;
thence N. 89° 39' E. a distance of 183.66 feet to a point on the Easterly bank of an irrigation ditch;
thence following the Easterly bank of said ditch through the following courses and distances:
N. 8° 17' W. a distance of 178.80 feet;
N. 0° 04' E. a distance of 245.40 feet;
N. 7° 12' 20" E. a distance of 190.70 feet;
N. 17° 48' E. a distance of 47.82 feet;
thence leaving said ditch and running S. 84° 35' W. a distance of 211.27 feet to the Point of Beginning.

Assessor's Parcel No: 038-040-030

Parcel 3:

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 4, Township 44 North, Range 6 West, M.D.B.&M.

Commencing at a point from which the section corner common to Sections 32 and 33, Township 45 North, Range 6 West, M.D.B.&M. and Section 4 and 5, Township 44 North, Range 6 West, M.D.B.&M. bears North 1° 13 ½' West 1470.2 feet as shown on that certain map recorded in Book 2 at page 142 of Book of Map Records in the County Surveyor's Office, County of Siskiyou, State of California, Yreka, California;
thence South 1° 13 ½' East 1260.85 feet;
thence South 63° 12' East 346.5 feet;
thence North 17° 31' East 186.2 feet;
thence North 41° 26' West 456.6 feet;
thence North 4° 31' West 195.3 feet;

thence North 14° 56' East 301.5 feet;
thence North 9° 00' East 268.0 feet;
thence North 4° 09' West 147.7 feet;
thence South 89° 39' West 183.66 feet to the place of beginning.

Parcel 4:

A fractional portion of the South one-half of Lot 60, Shasta River Tract, Section 4, Township 44 North, Range 6 West, Mount Diablo Meridian, described as follows:

Beginning at the Southwest corner of said Lot 60 as said lot is shown on that certain plat recorded in Parcel Map Book No. 2, page 59, in the office of the Siskiyou County Recorder, from which point the Southwest corner of Section 4 bears S 0° 54' 28" E, 2636.80 feet;

thence N 0° 54' 28" W, 104.70 feet along the Westerly line of Lot 60;
thence S 62° 37' 03" E, 231.36 feet along a Southwesterly line of the Lena Salanti property to the South line of Lot 60;
thence N 89° 30' 55" W, 203.79 feet to the point of beginning.

Bearings and distances used in the above description are grid, based on the California Coordinate System, Zone I. Multiply grid distances by 1.000117 to obtain ground level distances.

Assessor's Parcel No: 038-040-060

Parcel 5:

Northeast quarter of Southeast quarter and Southeast quarter of Northeast quarter of Section 5, Township 44 North, Range 6 West, M.D.M. the same also being designated as Lots 61 and 64, according to the map of the Shasta River Tract, recorded in Book 2 of Surveys, at page 143.

Assessor's Parcel No: 038-051-090

CONSENT OF LIENHOLDER

The undersigned, a lienholder against the property owned by Larry D Shannon & Daren L Shannon herein described, consents to the aforementioned agreement (Land Conservation Act of 1965) and consents to its lien on the property described be subordinated to this agreement.

DATE: This 22 day of November, 2004.

Marion Brooks
Marion Brooks, Lienholder

Mary Brooks
Mary Brooks, Lienholder

PLACE NOTARY CERTIFICATE HERE

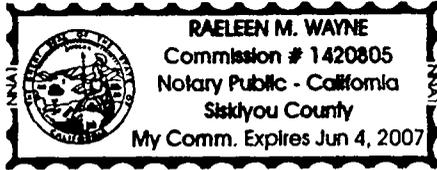
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Siskiyou } ss.

On Nov. 22, 2004 before me, Raeleen M. Wayne
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARION BROOKS AND MARY BROOKS
Name(s) of Signer(s)

personally known to me
 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(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raeleen M. Wayne
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Consent of Lender

Document Date: 11/22/04 Number of Pages: 1

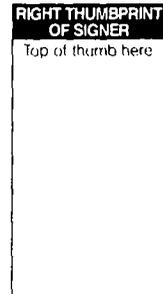
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

AGRICULTURAL PRODUCTION QUESTIONNAIRE

OWNER'S NAME: LARRY + DAREN SHANNON ADDRESS: 2604 SCALA LANE Montague, CA. 96064
PARCEL NUMBERS: 038-051-040, 038-040-030, 038-040-060, 038-051-090

HOW LONG HAVE YOU OWNED THIS LAND? 2 WKS

TYPE OF AGRICULTURAL USE:

Dry pasture acreage 18 Carrying capacity 5 PAIR
Irrigated pasture acreage 80 Carrying capacity 60 PAIR
Dry farming acreage 20 Crops Grown ALFALFA Production per acre 1 TON
Field crop acreage _____ Crops Grown _____ Production per acre _____
Type of Irrigation (pivot line ditch, etc.) DITCH
Row crop acreage _____ Crops Grown _____ Production per acre _____
Grazing AUM _____ Term _____ Fees paid _____
Other acreage _____ Type _____ Production per acre _____

OTHER INCOME:

Hunting rights \$ _____ per year _____ acres _____ Fishing Rights \$ _____ per year _____
Other recreation rights \$ _____ per year _____ type _____
Mining and exploration \$ _____ per year _____ type _____
Quarrying \$ _____ per year _____ type _____

LAND LEASED TO OTHERS:

Name of Owner _____ Number of acres _____
Rental fee per acre _____ Use of land _____
Terms of lease _____ Lease termination date _____
Share cropped with others: Crop _____ Percent to owner _____ Acres _____
List expenses paid by landowner _____

REMARKS ON INCOME, ETC.:

The above statements are certified by the undersigned to be true and correct and this land is used for the intensive production of food or fiber, or the land is used to support the agricultural economy and has public value.

Signed: Larry D. Shannon, Daren L. Shannon Date: 6-30-04

Please return this form to the Siskiyou County Planning Department along with your Agricultural Preserve application. It is a prerequisite to your property being placed in the Open Space Agricultural Preserve Land Act, as adopted by the Siskiyou County Board of Supervisors. **Adopted November 28, 1972.**

Filing Deadline:
July 1, 5:00 p.m.
of Current Year

RECEIVED

BOARD OF SUPERVISORS
COUNTY OF SISKIYOU

APPLICATION FOR AGRICULTURAL PRESERVE CONTRACT

FILING FEE: Refer to the front page for current processing fees. Your application will not be accepted by the Planning Department unless accompanied by the appropriate fees.

Separate applications are required if different parcels have different lienholders.

OWNER(S) NAME AS RECORDED: Larry D + Daren L. Shannon
(Include trust deed or other encumbrance holders. Use separate sheet if necessary. If none, write "None".

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

APPLICANT'S MAILING ADDRESS: 2604 SCALA LANE, MONTAGUE, CA 96064

APPLICANT'S TELEPHONE NUMBER: (530) 356-2891

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: LARRY D SHANNON OR DAREN L. SHANNON

MAILING ADDRESS: 2604 SCALA LANE MONTAGUE, CA. 96064

DESCRIPTION OF PROPERTY (Use separate sheet if necessary):

Present Agricultural Use	Assessor's Parcel No.	Acreage
<u>FARMING PASTURE +</u>	<u>038-051-040,</u>	
<u>Cows</u>	<u>038-040-030,</u>	
	<u>038-040-060</u>	
	<u>038-051-090</u>	
	Total Acreage	<u>118</u>

I declare under penalty of perjury that the information contained in this 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 attorney fee which may be incurred in this matter.

By signing this application, I (We) hereby authorize County, State and Federal agencies requested to review this application to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the County finally acts to approve or disapprove this project.

OWNER(S) SIGNATURE(S): Larry D. Shannon
Daren L. Shannon

FOR PLANNING DEPARTMENT USE ONLY:

TYPE OF PRESERVE: _____

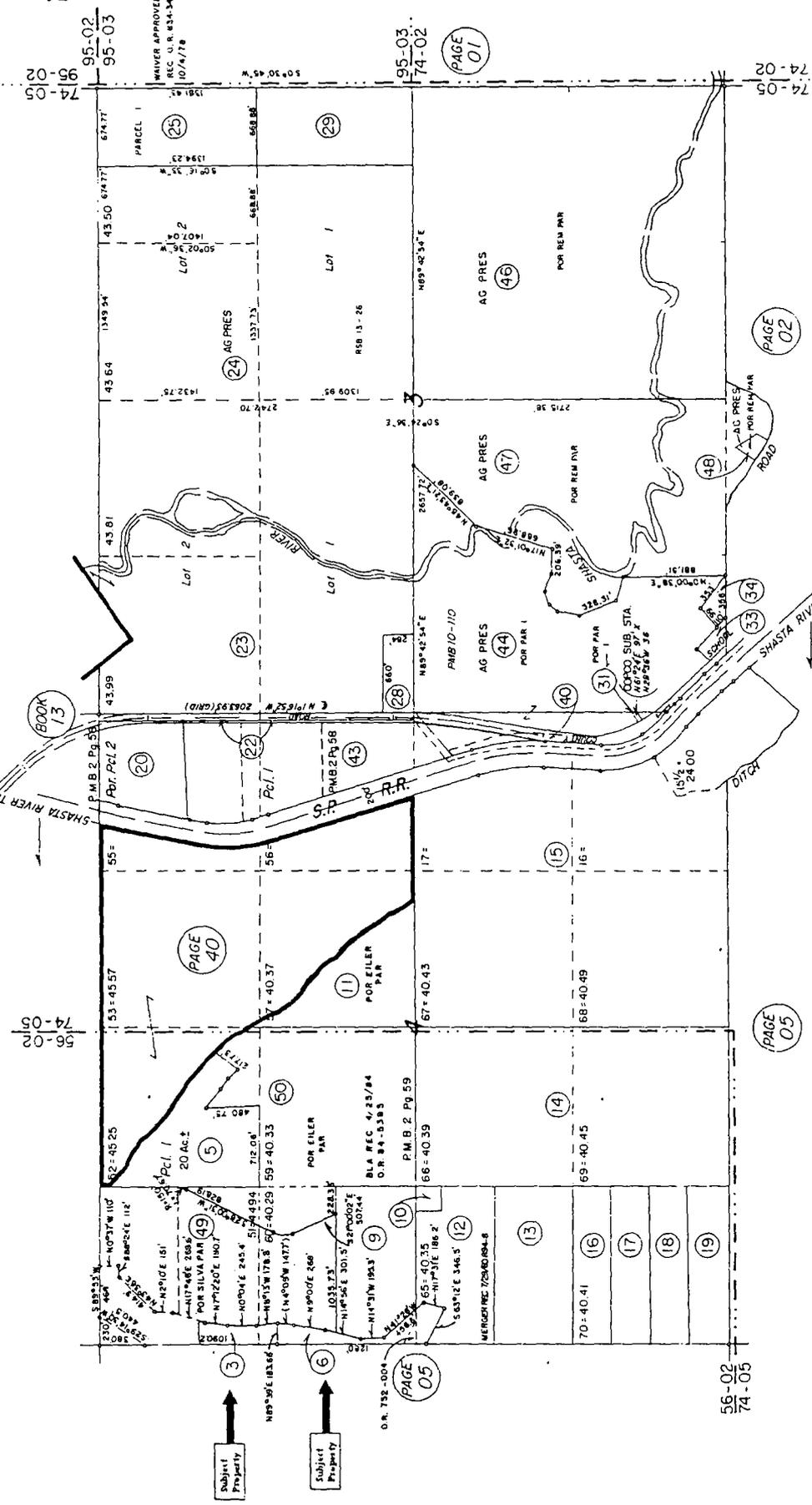
THE ABOVE PROPERTY IS WITHIN ONE MILE OF A CITY: Yes _____ No _____

PRESENT ZONING: _____

PRESENT GENERAL PLAN DESIGNATION: _____

Tax Area Code
56-02
74-05

T 44 N R 6 W
Por of Shasta River Tract



This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by the Company as to the correctness of such data. Siskiyou County Title Co.

Siskiyou County Assessor's Office
August, 1961 - Traced

RESOLUTION ESTABLISHING A NEW AGRICULTURAL PRESERVE WITH UNIFORM RULES, INCLUDING COMPATIBLE USES

WHEREAS, the County of Siskiyou has been requested to establish the herein Agricultural Preserve; and

WHEREAS, the County of Siskiyou is authorized to establish Agricultural Preserves pursuant to the California Land Conservation Act of 1965 as amended; and

WHEREAS, the procedural requirements to establish an Agricultural Preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the Agricultural Preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, uniform rules shall apply to this Preserve as specified in Resolution 275, Book 11, of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that all of that certain real property situated in the County of Siskiyou, State of California, described in Exhibit "A" attached hereto and made a part hereof as is fully set forth, which description and reference is to the present Assessor's Parcel Number and is accompanied by a map thereof, is hereby designated and established as an Agricultural Preserve within the meaning and pursuant to the land increased or decreased in accordance with the law.

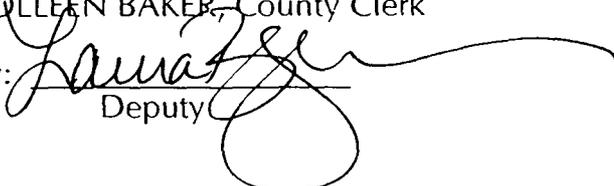
The foregoing resolution was adopted at a regular meeting of the Siskiyou County Board of Supervisors of the County of Siskiyou, State of California, held on the 19th day of October, 2004, by the following vote:

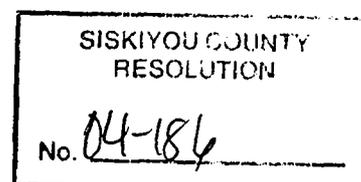
AYES: SUPERVISORS HOY, ERICKSON, OVERMAN, SMITH AND ARMSTRONG
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



Bill Hoy, Chairman
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN BAKER, County Clerk

By: 
Deputy



RESOLUTION APPROVING NEW AGRICULTURAL PRESERVE
CONTRACTS IN AGRICULTURAL PRESERVES ESTABLISHED

BY RESOLUTION NO. 04-186

ADOPTED ON October 19, 2004

WHEREAS, the County of Siskiyou has established certain Agricultural Preserves within the County of Siskiyou; and

WHEREAS, the procedural requirements for establishment of said preserves as required by the Land Conservation Act of 1965, as amended, have been followed.

NOW, THEREFORE, BE IT RESOLVED, that the County of Siskiyou does hereby enter into Agricultural Preserve Contracts (Williamson Act Contracts) with the following landowners in the established Agricultural Preserves, said Agricultural Preserves having been established by Resolution, adopted on October 19, 2004, and the Chairman of the Siskiyou County Board of Supervisors is authorized to sign said contracts on behalf of the County of Siskiyou, and the Clerk is directed to record said contracts prior to January 1, 2005.

BE IT FURTHER RESOLVED, that all Agricultural Preserve Contracts, as herein above approved by the Board of Supervisors, are hereby described in Exhibit "A" attached hereto and made a part hereof.

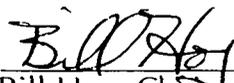
The foregoing resolution was passed and adopted this 19th day of October, 2004, by the following vote:

AYES: SUPERVISORS HOY, ERICKSON, OVERMAN, SMITH AND ARMSTRONG

NOES: NONE

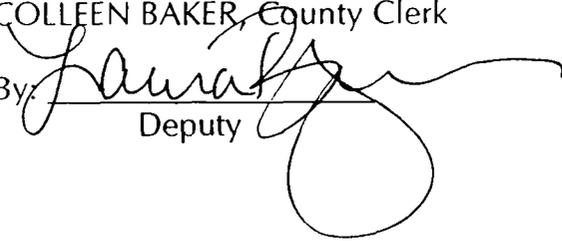
ABSENT: NONE

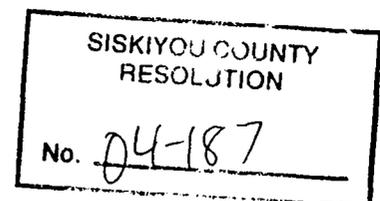
ABSTAIN: NONE



Bill Hoy, Chairman
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN BAKER, County Clerk

By: 
Deputy



BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

October 19, 2004

PRESENT: Supervisors Bill Overman, Bill Hoy, LaVada Erickson, Joan T. Smith and Marcia H. Armstrong. Chair Hoy presiding.

ABSENT: None

ADMINISTRATOR: Howard Moody

ASSISTANT COUNTY CLERK: Laura Bynum

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

PUBLIC HEARING - PLANNING - Public hearing to consider two proposed Resolutions, one establishing a new Agricultural Preserve with uniform rules, including compatible uses, and approving new Agricultural Preserve Contracts for Joseph M. and Karleen F. Grigsby, APN: 014-121-270, 74.9 acres in the community of Fort Jones, and Larry D. and Daren L. Shannon, APN: 038-051-040 & -090, and 038-040-030 & -060, 118 acres in the community of Montague.

This was the time set for a public hearing to consider two proposed Resolutions establishing new Agricultural Preserve contracts for Joseph M. and Karleen F. Grigsby and Larry D. and Daren L. Shannon.

Chair Hoy opened the public hearing.

Planning Director Wayne Virag provided an overview of the contracts.

Chair Hoy opened the public hearing. There being no public comment, the public hearing was declared closed.

Continued

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, 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 October 19, 2004.

Witness my hand and seal this

c: File

_____ day of _____, 20 _____

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

By: _____ Deputy Clerk

These minutes are subject to change when read by the Board of Supervisors