

# Staff Report

Submission Date: January 30, 2023

To: Siskiyou County Agricultural Preserve Administrator

From: Bernadette Cizin, Assistant Planner

Subject: Costello APA-22-06, Application to rescind property from the existing contract and reissue a single contract consisting solely of their property with the Commercial Agricultural Use of Timber Production.

Location: The project site is located on State Highway 3, south and west of the city of Yreka on APN 014-210-160, Township 44N, Range 8W, Section 12 MDBM.

Exhibits: **A.** Map of property under existing contract No. 78025  
**B.** Location Map  
**C.** Zoning Map  
**D.** Existing Contract and Establishment of Agricultural Preserve  
**E.** Williamson Act Contract Amendment Questionnaire and Owner's Statement

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## Background and Discussion

The owner submitted an application on June 28, 2022, which proposed to rescind 190.39 acres from the existing Williamson Act Contract, which currently has several owners under the one contract. During the initial review, it was found that 33.12 acres is a separate parcel (APN 014-210-160). The applicant was notified that this parcel does not meet the minimum 40-acre parcel size requirement. The applicant has opted to remove the 33.12-acre parcel (APN 014-210-160) from his proposal.

As modified, per the applicant, the proposed project is a request to rescind 157.27 acres from the existing Williamson Act Contract and reissue a contract consisting solely of property under one ownership. The subject property is currently under contract with 13 separate property owners. To accomplish this request, the Board of Supervisors would need to approve the rescission of property from the existing Williamson Act contract and reentry into a new contract.

The property is currently under contract (Exhibit D) with an approved use of 'Ranch', as it is a portion of a large cattle ranch which, over time, has been sold off to several different owners. This portion of the ranch has been historically used for and continues to be used for timber harvesting, as noted by the owner's statement (Exhibit E). The property remains undeveloped.

### Parcel Creation

- APNs 023-410-090 and 023-410-100 are separate legal parcels as confirmed by Certificate of Compliance as Parcels 3 and 6 of CC-18-02, recorded on February 8, 2019, in the Siskiyou County Records as Document No. 19-001004.

## **Parcel History**

### **Williamson Act Contract**

- The subject parcel is a portion of Williamson Act Contract No. 78025 (Clerk's No. 82) as recorded on February 25, 1972, the Siskiyou County Records in Volume 651 at Page 62.

### **Agricultural Preserves**

- Agricultural Preserve established by Board Resolution No. 183, Book 4, adopted on February 9, 1972.

## **Analysis**

### **Agricultural Preserve**

The subject property is under one existing Agricultural Preserve. As there is no proposal to alter the boundaries, the preserve does not need to be amended.

### **Zoning**

All parcels shall be restricted by zoning to an agricultural use pursuant to Rules Section III, Item D.

*All property proposed to be part of the preserve is zoned Non-Prime Agricultural, 40-acre minimum (AG-1-B-40) and Rural Residential, 40-acre minimum (R-R-B-40), as shown on the zoning map (Exhibit C).*

### **Minimum Parcel Size**

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

*One parcel exceeds the minimum at 157.27-acres.*

*One parcel, that was part of the original application and has since been withdrawn, is substandard in size at 33.12-acres. As this parcel does not meet the minimum 40-acre parcel size requirement, it should be considered for non-renewal.*

### **Agricultural Production Uses**

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

*The growing of timber with the purpose of harvesting timber has been deemed an agricultural production (Section IV.A.#11) and thus allowed within an agricultural preserve. The owner has provided a statement, as part of Exhibit E, describing the current and future planned use of timber production.*

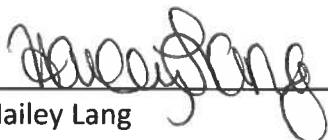
Pursuant to the County Rules Section II. the Agricultural Preserve Administrator (Administrator) will review and make recommendations on terminating (non-renewing) contracts.

## Agricultural Preserve Administrator Recommendation

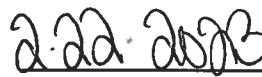
Based on the information contained within this staff report, the Siskiyou County Agricultural Preserve Administrator finds the applicant's request, with the exception of the inclusion of the substandard 33.12-acre parcel, is consistent with the Siskiyou County Rules for the Establishment and Administration of Agricultural Preserves and Williamson Act Contracts. In order to address the issue of the multi-owner contract, the Administrator recommends the Siskiyou County Board of Supervisors adopt a Resolution rescinding the 190.39 acres from the existing contract and reissue a single contract consisting solely of the applicant's property with Commercial Agricultural Use of Timber Production, as proposed. However, the Administrator also recommends that the Board direct staff to bring back to the board a recommendation for a Notice of Non-Renewal of the 33.12-acre parcel that is substandard in size, once the new contract is established.

Approved by:

County of Siskiyou  
Agricultural Preserve Administrator



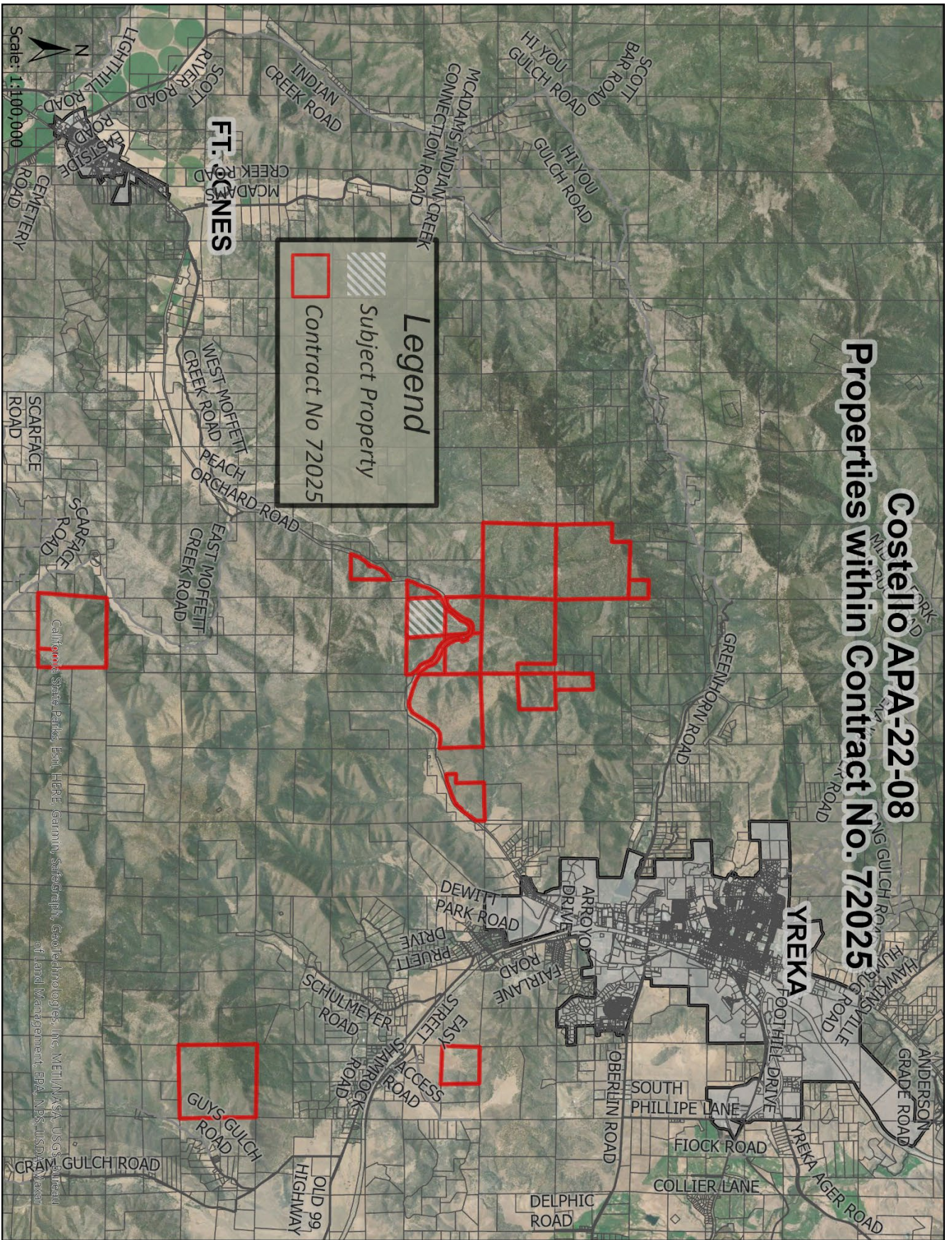
Hailey Lang  
Agricultural Preserve Administrator



Date of Approval

**Preparation:** Prepared by the Siskiyou County Planning Division (B. Cizin) on February 16, 2023. Copies are available for review at Siskiyou County Planning, 806 S. Main Street, Yreka, California.





**Costello APA-22-08**  
**Properties within Contract No. 72025**

Exhibit A

Exhibit B



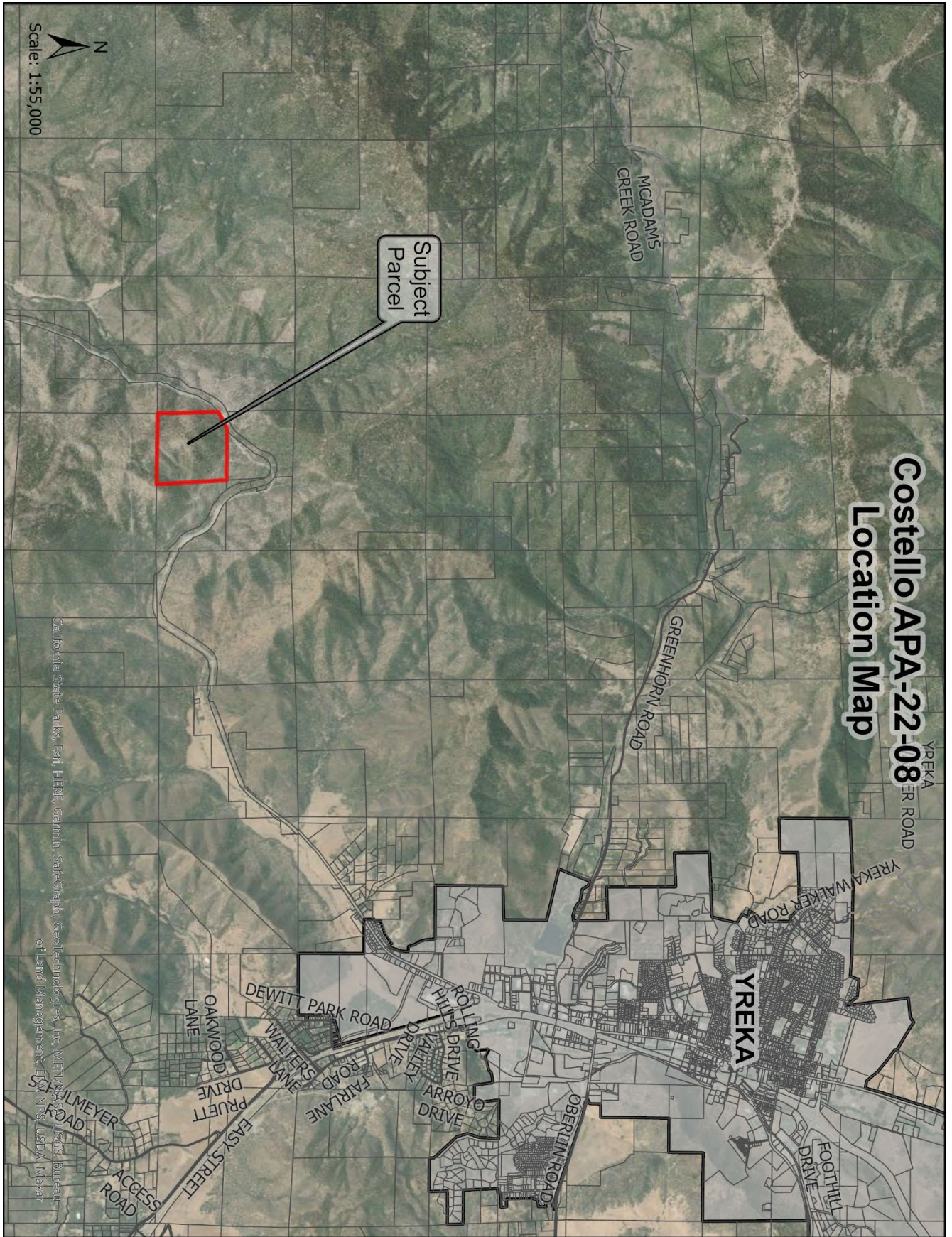


Exhibit B

Exhibit B



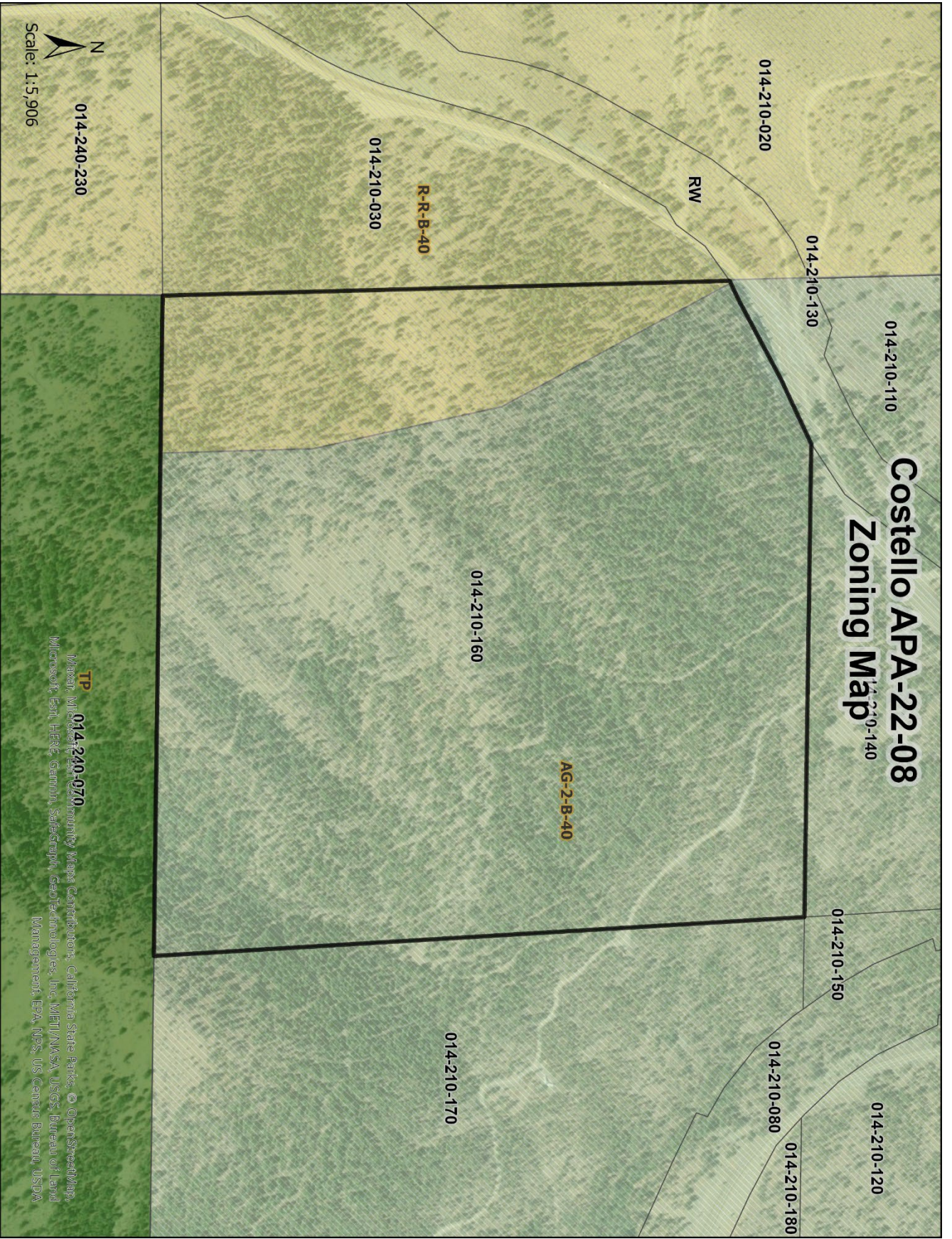


Exhibit C

Exhibit B



This 16 day of Feb 1972

FILED 10175

RECORDED AT REQUEST OF Siskiyou County Clerk

05 MIN PAST 8 AM OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.

FEB 25 1972

MICHAEL T. ...

DEPUTY COUNTY CLERK

APPLICATION FOR AN AGRICULTURAL PRESERVE CONTRACT SISKIYOU COUNTY, CALIFORNIA

NORMA PRICE, CLERK

BK Blum Vol. 651 Page 62 RECORDER FEE \$ No Charge

Fred W. Burton, Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

OWNER/OWNERS NAME AS RECORDED: (Include trust deed or other encumbrance holders Use separate sheet if necessary ) (no encumbrance)

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

APPLICANT'S ADDRESS: Box 186, 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: Fred W. Burton MAILING ADDRESS: Forest House Ranch, Box 186, Yreka, California

DESCRIPTION OF PROPERTY (Use separate sheet if necessary)

Table with 3 columns: Present Agricultural Use, Assessor's Parcel No, Acreage. Includes 'see attached' and 'Total acreage 7134.92'.

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.

FOREST HOUSE RANCH a partnership of: Fred W. Burton OWNER/OWNERS SIGNATURE: Patricia Davidson, Barbara Richardson, Lynda See, Timothy Burton

Barbara Richardson Lynda See and Timothy Burton signed by Fred W. Burton 594 O.R. 646 - 594 O.R. 648 - 594 O.R. 649 attorney in fact

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:

DESCRIPTION OF PROPERTY

<u>PRESENT AGRICULTURAL USE</u>	<u>PARCEL NUMBER</u>	<u>ACREAGE</u>
Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
Ranch	14-320-090	637.4
Ranch	14-320-020	640
Ranch	14-340-060	640
Ranch	14-300-080	160
Ranch	14-240-060	63
Ranch	14-210-030	40
Ranch	13- 22- 01	61.52

7134.92



PREAMBLE TO LAND CONSERVATION CONTRACT

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

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

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

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

LAND CONSERVATION CONTRACT

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

Section 10. DISTRIBUTION OF DEFERRED TAXES.

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

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

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

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



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

Section 14. REMOVAL OF LAND FROM PRESERVE.

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

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

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

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

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

Notice to the Owner shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fred W Burton

Patricia Davidson

Barbara Richardson, Lynda See &

Timothy Burton by Fred W Burton  
OWNER *attorney in fact*

ATTEST:

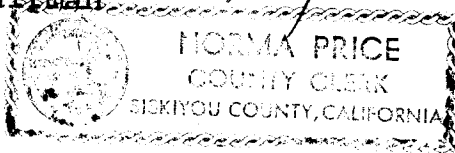
COUNTY OF SISKIYOU, Board of  
Supervisors

Norma Price  
Clerk

Ernest A. Hayden  
Chairman

STATE OF CALIFORNIA }  
COUNTY OF SISKIYOU }

ss.



On this 23rd day of February, 19 72, 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.

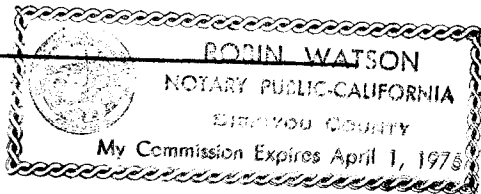
Robin Watson  
Notary Public

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

oo0oo

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ss.



On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, \_\_\_\_\_, a Notary  
Public, in and for said \_\_\_\_\_ County, personally  
appeared \_\_\_\_\_  
known to me to be the person \_\_\_\_\_ whose  
name \_\_\_\_\_ subscribed to the within instrument, and  
acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

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



STATE OF CALIFORNIA

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one  
before me, \_\_\_\_\_ a Notary Public in and for the \_\_\_\_\_ County of Siskiyou,  
State of California, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
Fred W. Burton

known to me to be the person whose name is subscribed to the within instrument as the attorney in fact  
of Barbara Richardson, Lynda See & Timothy Burton

and acknowledged to me that \_\_\_\_\_ he subscribed the name S of Barbara Richardson  
Lynda See & Timothy Burton

thereto as principal S, and h. is own name as attorney in fact.

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.

*Albert H. Newton, Jr.*

Notary Public in and for the \_\_\_\_\_ County of Siskiyou  
State of California

Cowdery's Form No. 24 Acknowledgment—Attorney in Fact.  
(C. C. Sec. 1192)

My Commission Expires \_\_\_\_\_

STATE OF CALIFORNIA,

County of Siskiyou

} ss.

On this 17th day of December in the year one thousand nine hundred and seventy one  
before me, \_\_\_\_\_, a Notary Public,  
State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_  
Fred W. Burton  
Patricia Davidson

known to me to be the person S whose name S are subscribed to the within instrument  
and acknowledged to me that t he y 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.

*Albert H. Newton, Jr.*

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.  
(C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

My Commission Expires \_\_\_\_\_

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EXHIBIT "A"

List Assessor's Parcel Numbers below

Ranch	14-180-180	40
Ranch	14-180-190	600
Ranch	14-200-040	600
Ranch	14-200-030	640
Ranch	14-210-060	273
Ranch	14-210-070	315
Ranch	14-240-160	320
Ranch	14-350-060	640
Ranch	23-200-040	592
Ranch	14-200-050	40
Ranch	14-310-210	80
Ranch	14-310-090	513
Ranch	14-310-010	160
Ranch	14-310-180	80
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Ranch	13- 22- 01	61.52







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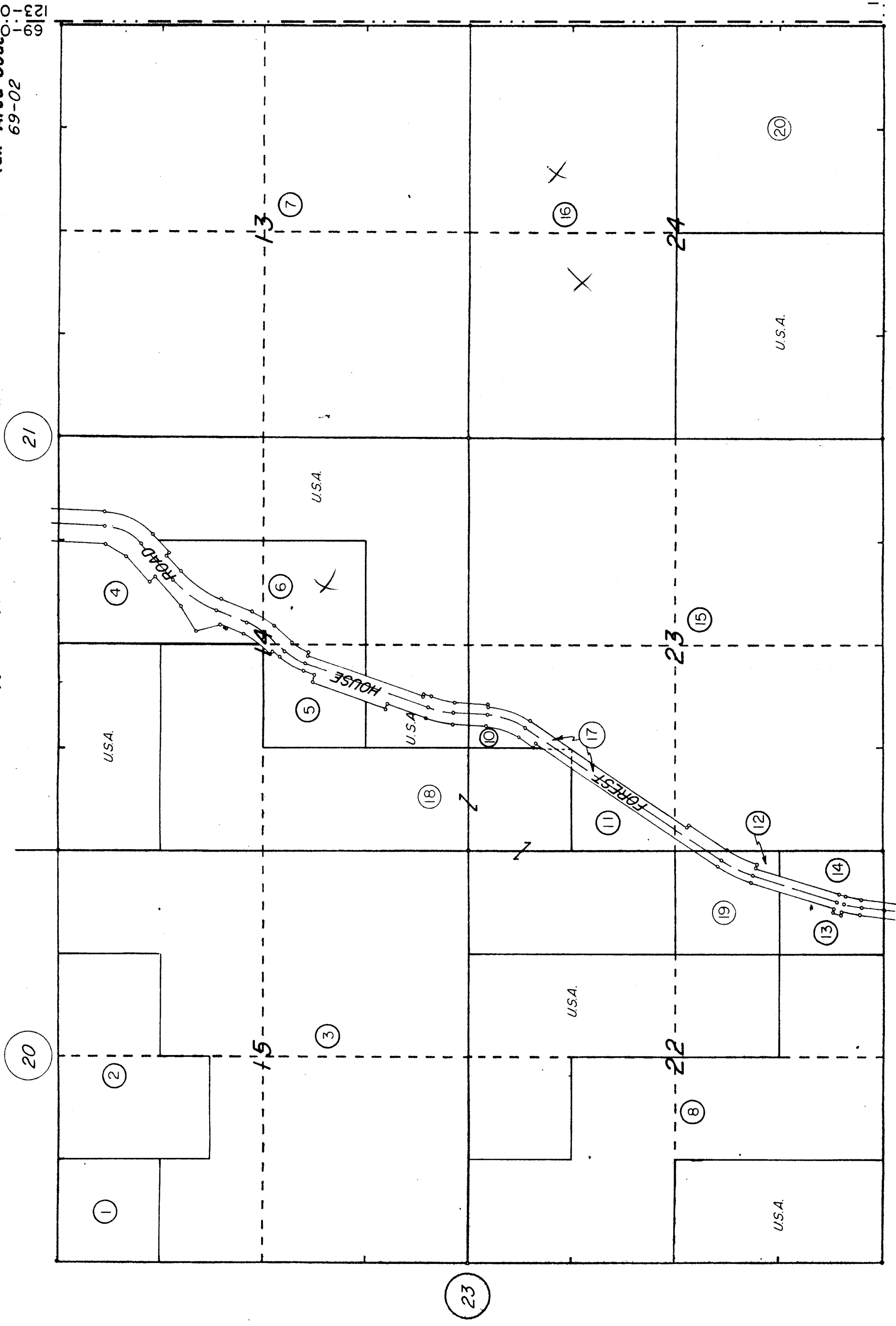
32

123-01  
69-02

T 44 N R 8 W

VBL 001 PAGE 76

Tax Area Codes: 0-0  
69-02



Assessor's Map  
County of Siskiyou, California

T 45 N R 7 W

Tax Area Code  
123-01

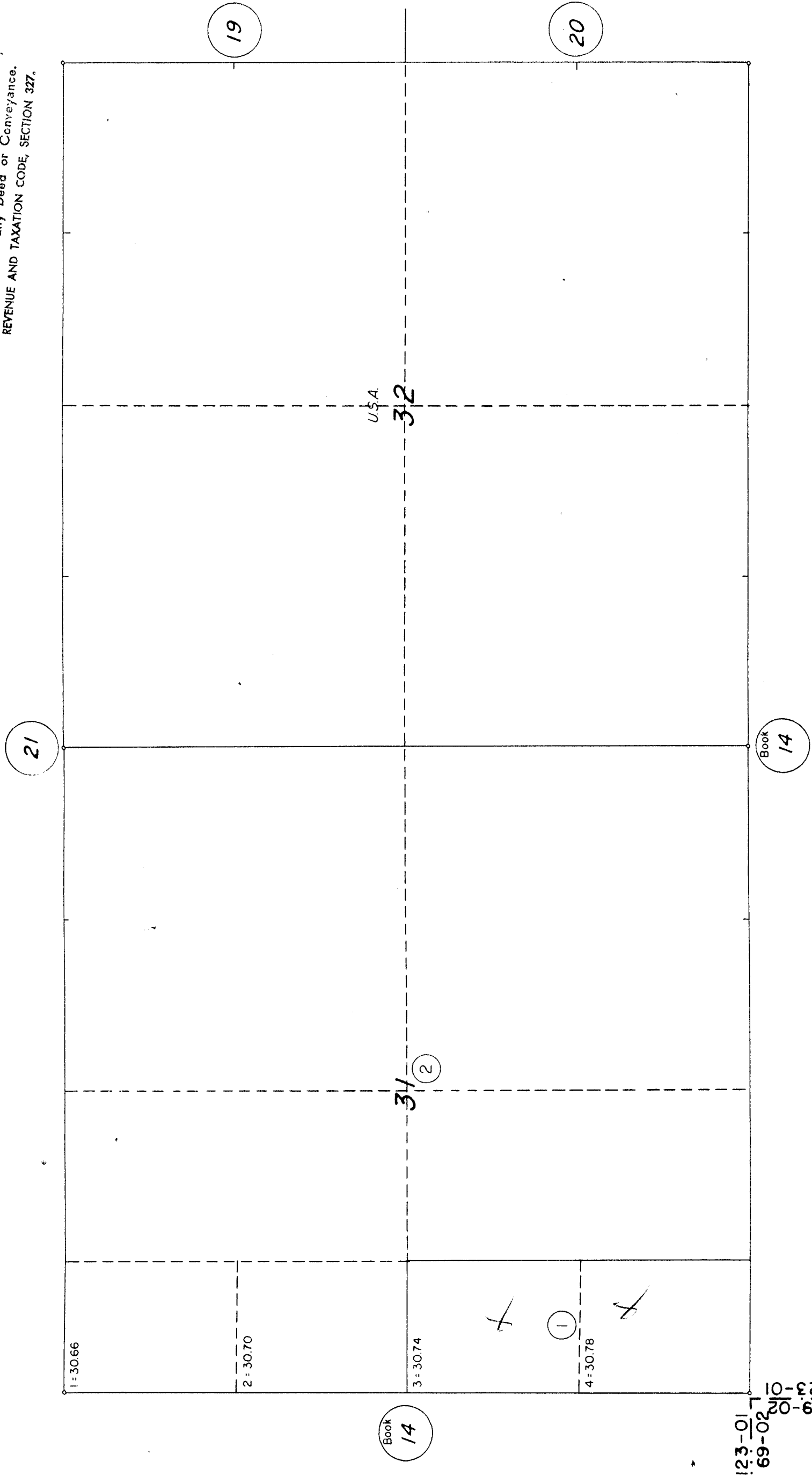
13-22

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123-01  
69-02

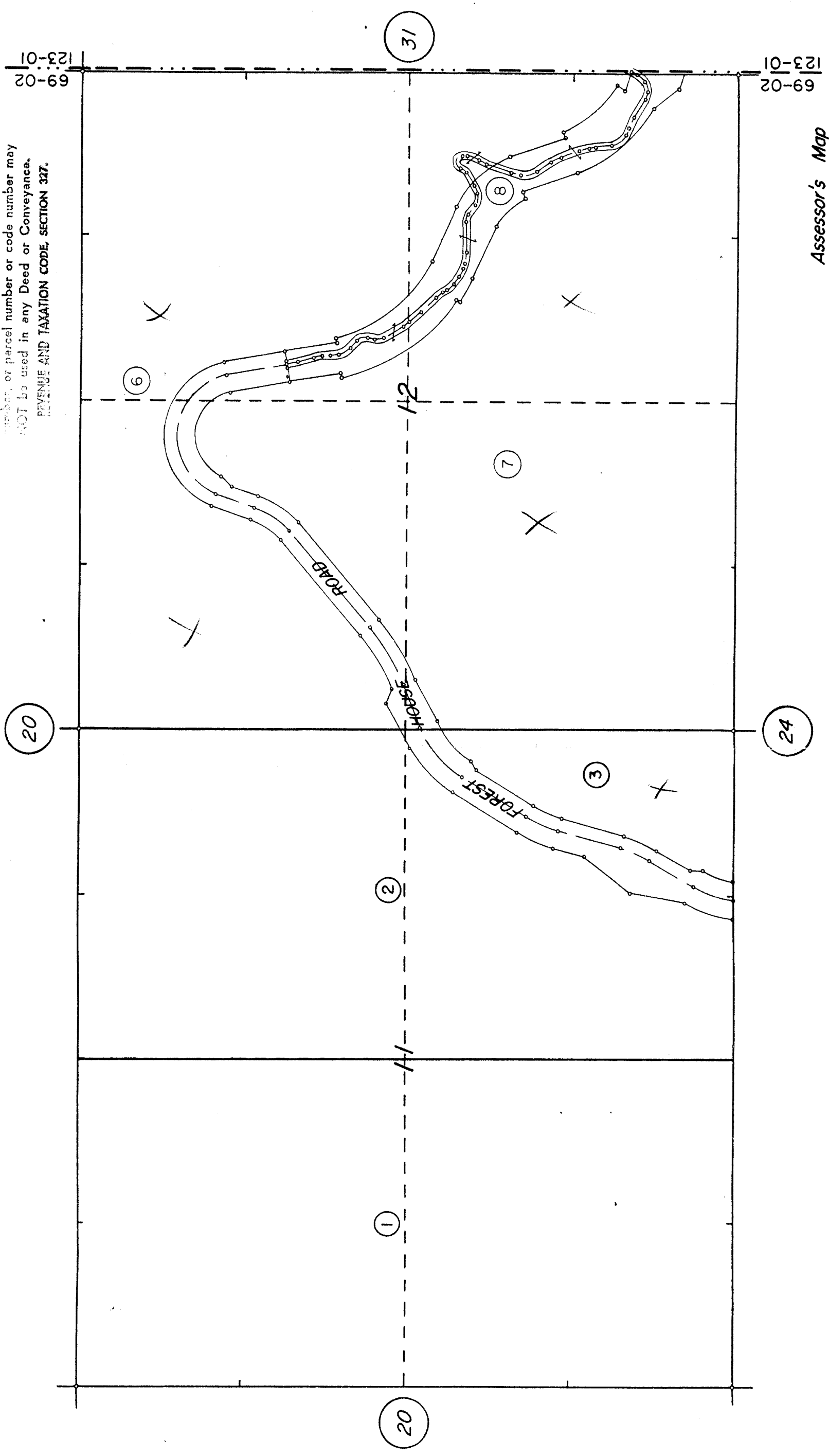
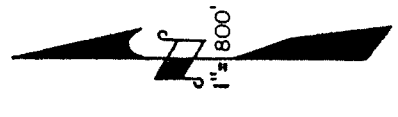
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Tax Area Code 69-02

14-21

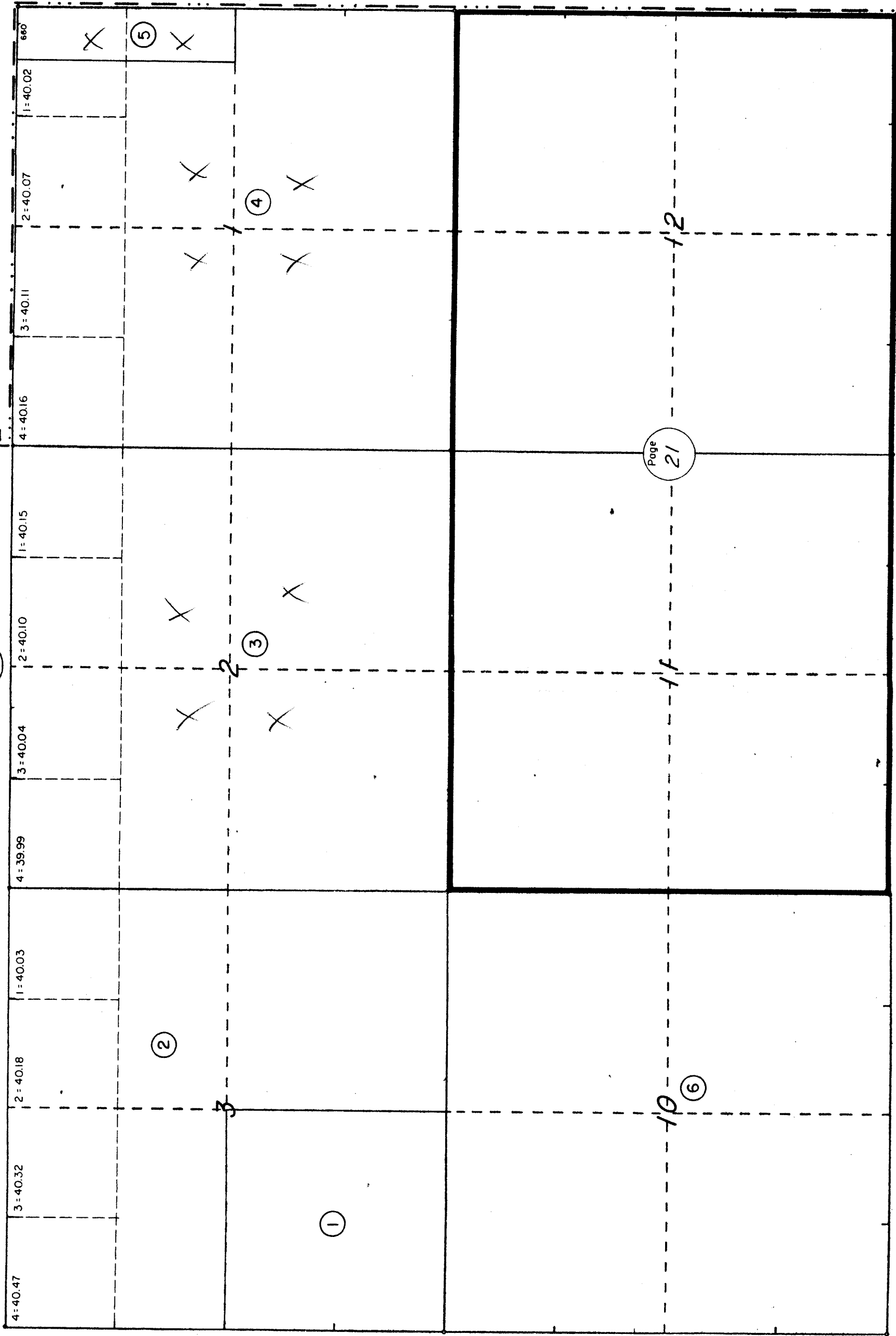
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Assessor's Map  
County of Siskiyou, California



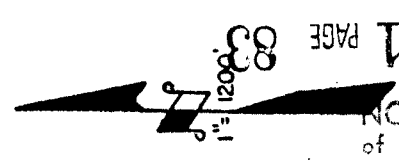
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22

Page  
21

24



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REVENUE AND TAXATION CODE, SECTION 327.

31

Tax Area Code  
69-02  
123-01

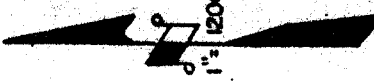
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T 45 N R 8 W

14-18

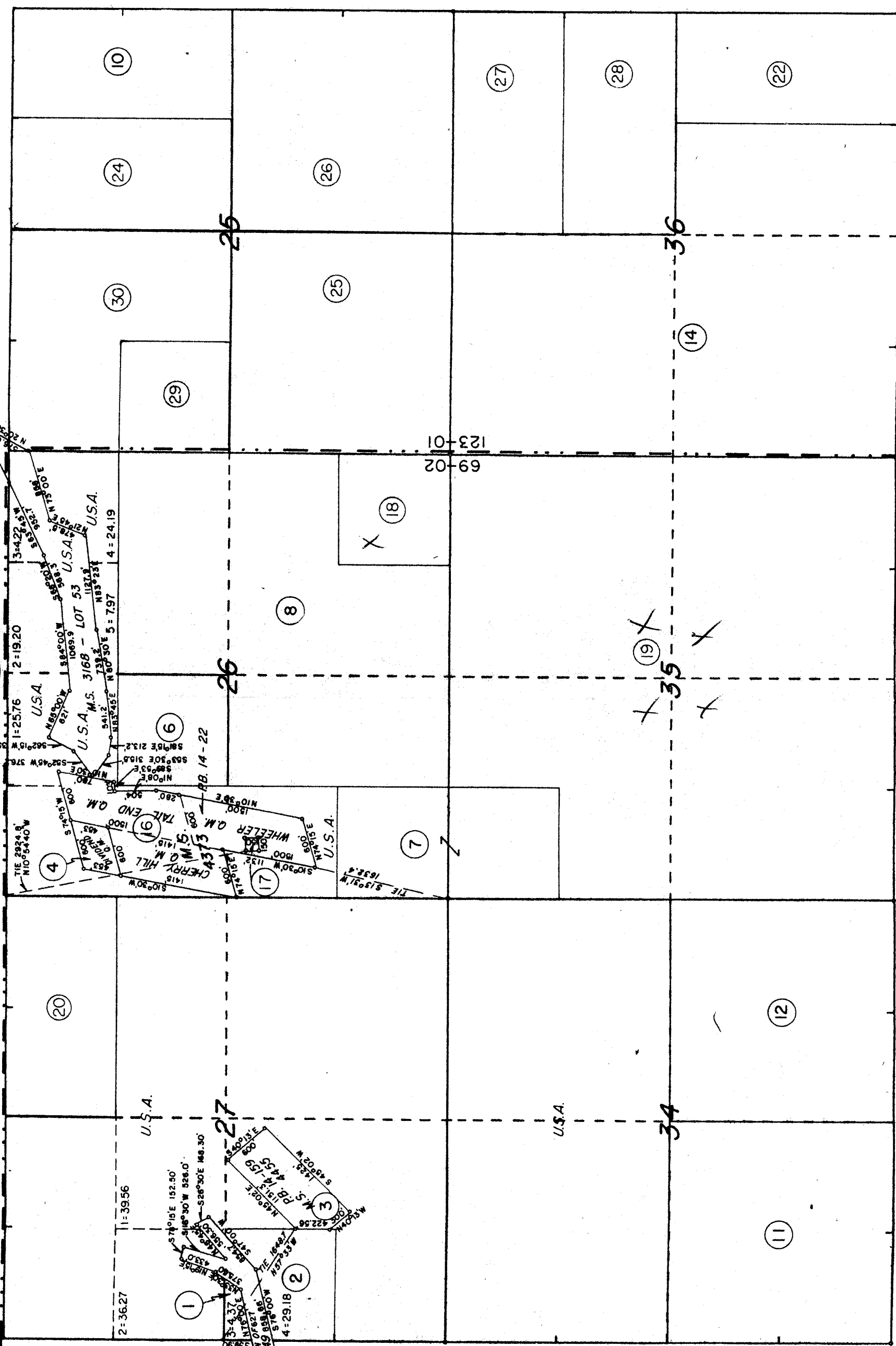
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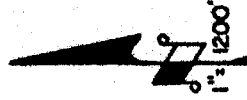
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123-01



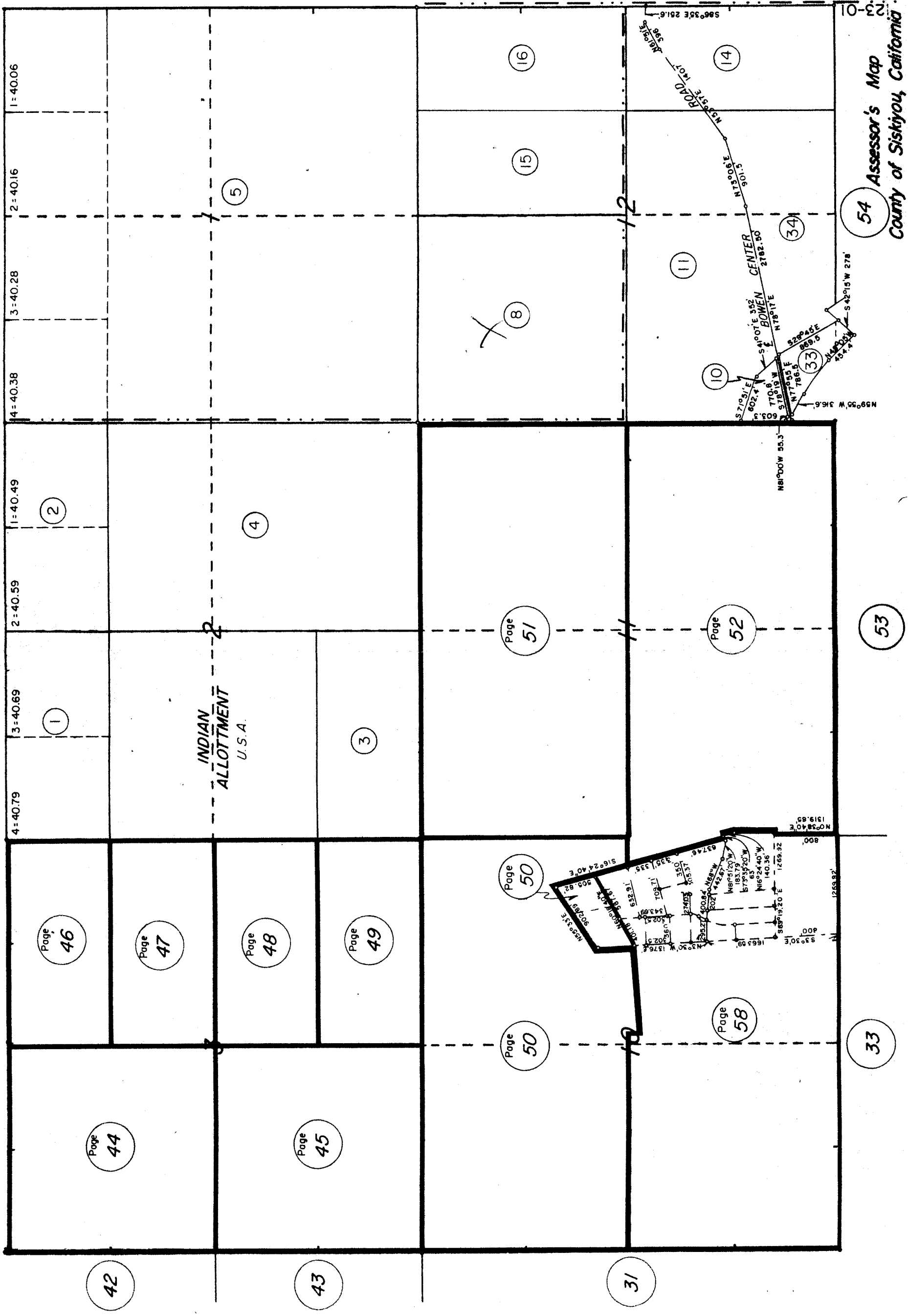
123-01  
69-02  
Assessor's Map  
County of Siskiyou, California

Exhibit B



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12/12 66-01  
74-02



Assessor's Map  
County of Siskiyou, California



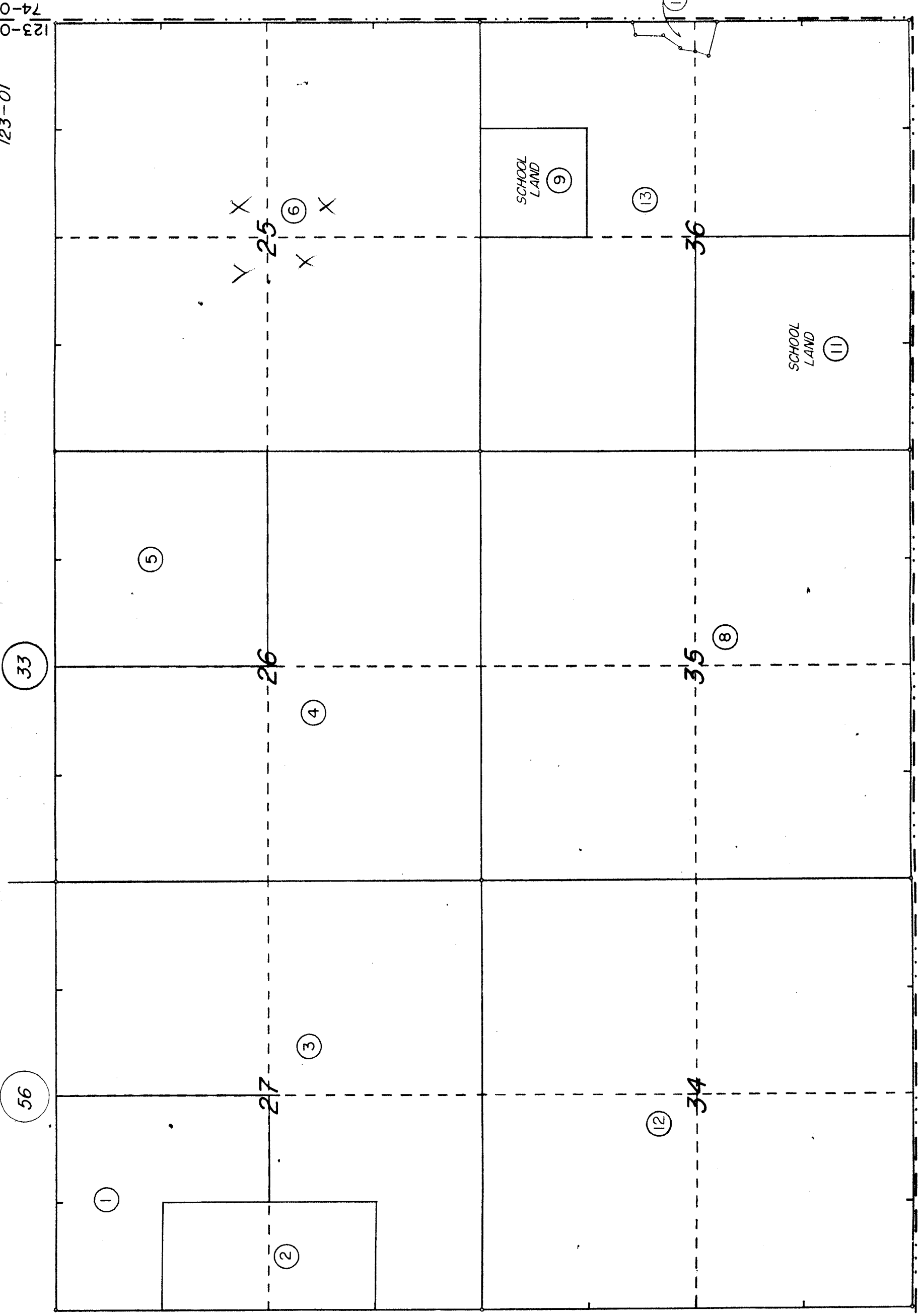


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12

Tax Area Code  
123-01  
123-0

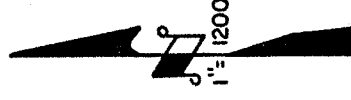
T 44 N R 7 W VOL 651 PAGE 88



123-01  
69-05  
74-02  
74-05

Assessor's Map  
County of Siskiyou, California

Book 22



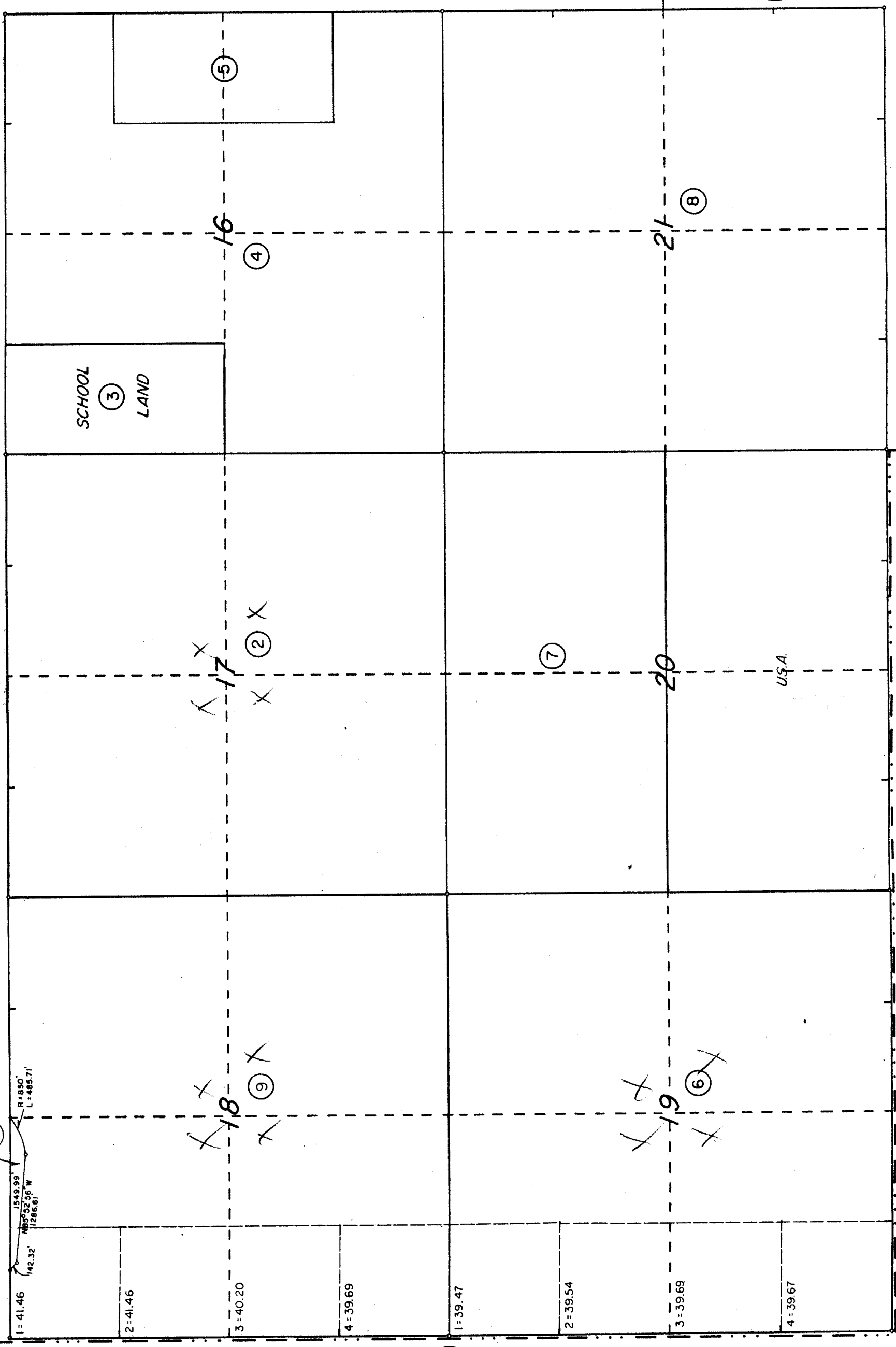
NOTICE: This map page is from the office of the Assessor of Siskiyou County. The page number, or parcel number or code number may NOT be used in any Deed or Conveyance. REVENUE AND TAXATION CODE, SECTION 327.

Tax Area Code  
123-01

VOL 651 PAGE 90

T 44 N R 7 W

31



Assessor's Map  
County of Siskiyou, California

69-02  
24-01

35

69-02  
123-01

24



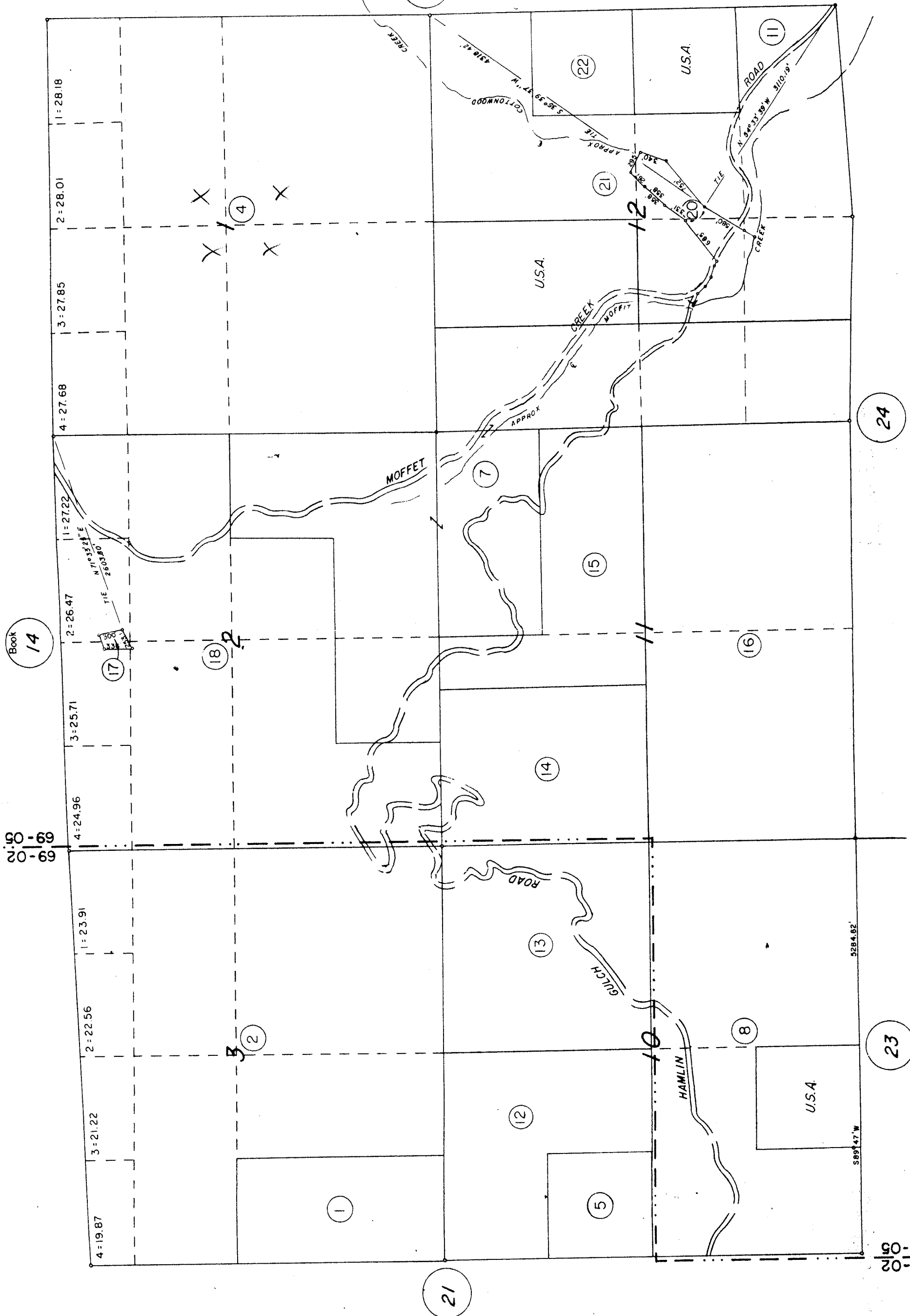
Tax Area Code  
69-02  
69-05

T 43 N R 8 W VOL 651 PAGE 94

23-20

Vol 651 PAGE 95  
1" = 1200'

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.



69-02  
20-69



*OK [unclear]*

TELEPHONE  
842-3581

**FRED W. BURTON**  
ATTORNEY AT LAW  
OFFICES 300 NORTH MAIN STREET  
P. O. BOX 186  
YREKA, CALIFORNIA 96097

December 16, 1971

County Clerk  
Siskiyou County Court House  
Yreka, California

Re: Agricultural Preserve Contracts

Dear Madam Clerk:

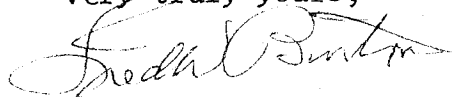
I hand you herewith four applications for Agricultural Preserve Contracts. These all apply to lands operated at Forest House Ranch. The largest ownership consists of 7,134.92 acres owned by the partnership. The undersigned also applies for 400 acres owned by himself as an individual, used in conjunction with the ranch.

Fred W. Burton and Patricia Davidson also apply for 320 acres owned by them as tenants in common. This is land used as a part of Forest House Ranch.

Finally, Barbara Richardson, Lynda See and Timothy Burton apply for 80 acres that they co-own, which is used as a part of the same ranch.

Your consideration is appreciated.

Very truly yours,



FRED W. BURTON

FWB:hlh

Enc.

VOL 651 PAGE 96

Exhibit B

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

9th day February 1972

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

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

COUNTY ADMINISTRATOR: Jess O'Roke

COUNTY CLERK: Norma Price

COUNTY COUNSEL: Michael T. Hennessy

PURPOSE OF MEETING: Adjourned Regular

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

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

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

(CONT'D)

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

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

PRESENT: Supervisors

ABSENT:

COUNTY ADMINISTRATOR:

COUNTY CLERK:

COUNTY COUNSEL:

PURPOSE OF MEETING:

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

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

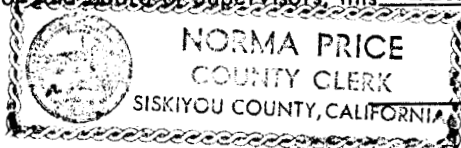
ABSENT: Supervisors Ager and Wacker.

STATE OF CALIFORNIA )  
COUNTY OF SISKIYOU )<sup>ss</sup>

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

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

cc: File  
Recorder



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

By Joanne Kendrick  
Deputy Clerk

MEMBERS:

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

Board of Supervisors  
of

SISKIYOU COUNTY

Yreka, California 96097

CHAIRMAN:

ERNEST A. HAYDEN

CLERK:

NORMA PRICE

PHONE: 842-3531

April 17, 1972

. Fred W. Burton, et al  
. Forest House Ranch  
. P.O. Box 186  
Yreka, California

Dear

Mr. Burton:

Your Land Conservation Contract entered into  
with the County of Siskiyou effective February 9,  
1972, was recorded February 25, 1972, Vol. 651,  
Page 62, Official Records of Siskiyou County.

Very truly yours,

Norma Price, Clerk  
Board of Supervisors

By Joanne Kendrick  
Deputy

Exhibit B



**Williamson Act Contract Amendment Questionnaire**

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

Owner's name: Aiden Costello

Address: 1978 Old Hwy 99S Ashland, OR 97520

Parcel Numbers: 014-210-140, 014-210-160

How long have you owned this land? 2 years

**Type of Agricultural Use:**

Dry pasture acreage \_\_\_\_\_

Irrigated pasture acreage \_\_\_\_\_

Dry farming acreage 190.39 Crops grown Timber Production per acre Ave 3500 mbf

Field crop average \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Type of irrigation (pivot line, ditch, etc.) \_\_\_\_\_

Row crop acreage \_\_\_\_\_ Crops grown \_\_\_\_\_ Production per acre \_\_\_\_\_

Other acreage \_\_\_\_\_ Type \_\_\_\_\_ Production per acre \_\_\_\_\_

**Other Income:**

Hunting rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres

Fishing rights \$ \_\_\_\_\_ per year \_\_\_\_\_ acres

Other \_\_\_\_\_ rights \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_

Quarrying \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_

Other \$ \_\_\_\_\_ per year \_\_\_\_\_ type \_\_\_\_\_

Other \$ \_\_\_\_\_ 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 \_\_\_\_\_

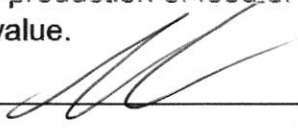
Share cropped with others: Crop \_\_\_\_\_ Percent to owner \_\_\_\_\_ Acres \_\_\_\_\_

List expenses paid by landowner \_\_\_\_\_



**Certification**

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

Signed  Date 6/12/22

Please submit the following to the Siskiyou County Planning Division along with all applicable fees:

- 1. This signed form
- 2. The completed and signed County standard Application for Development Review
- 3. The applicable maps which clearly show the boundaries of the contract property and proposed change(s)
- 4. A copy of the Grant Deed for each legal parcel
- 5. The legal description of the land included in the application and proposed change(s)
- 6. A copy of any and all Deeds of Trust for the land that is included in the application
- 7. A copy of the property's existing Williamson Act Contract

**Planning Staff Comments Below**

The above property is within one mile of a city:  Yes  No

Name of City: \_\_\_\_\_

Present Zoning \_\_\_\_\_

16 June, 2022

To whom it may concern,

I am writing to apply for continuation of Williamson act treatment of my property, APN 014-210-140 and 014-210-160. The usage of the property is for dry farming of timber, and I have been actively managing the property in this manner for the past two years. I have been re-establishing overgrown roads to provide access to remote portions of the property, thinning brush and overcrowded trees, and cutting dead and dying trees to prevent spread of disease, to improve the overall health of the timber stand, and to reduce risk of wildfire to my own and adjacent agricultural properties.

I was recently notified that I am not in Williamson act compliance, as the documents created in 1972 indicated the usage of the property as ranching. I would ask you to consider the situation that when this document was initially filed, the "ranch", of which I purchased a small portion, consisted of over 7000 acres owned by Fred W. Burton. As you can imagine, this acreage spanned a variety of terrain, topography, and ecology. It was used for such varied purposes as grazing, hay production, orchards and vegetable farming, ice production, as well as timber management and harvest. If you are familiar with the Robber's Rock portion of this original ranch that I currently own, you will note that it is and has always been a forested timberland, is not fenced for grazing, and would be unsuitable for any irrigated farming use.

Having grown up just a few miles from this property, ranching is something I have experienced throughout my life, and nearly every ranch I am familiar with has a multitude of potential uses which fall under the use of agriculture, for the encouragement of which it is my understanding that the Williamson act was created. The realtor from which I purchased the property has been the forester who has managed the timber production on the property since the 1970's. The most recent full scale timber harvest was carried out in the year 2000, and in 2017, a grant was obtained to thin timber in the lower portion of the property to reduce crowding and to improve productivity of the stand. He has assured me that in his time of association with this parcel, there has been no other use than timber management.

I understand that on paper this use for timber constitutes a significant change in use from what was originally listed as ranching. However in reality, there has been no change in usage whatsoever. I feel that in taking on this property and being a good steward of the land and using it for agricultural purposes, this potential revocation of treatment of my property as agricultural preserve is punitive as a result of a word on a page that has very little relevance in what has historically taken place on this portion of the land.

I look forward to speaking with you further regarding this decision. Thank you very much for your time.

Sincerely,  
Aiden Costello

Exhibit B