



AGENDA ITEM NO.  
**C-18**

# COUNTY OF HUMBOLDT

For the meeting of August 9, 2016

Date: June 23, 2016  
To: Board of Supervisors  
From: Rob Wall, Interim Director of Planning and Building  
Subject: **Successor Land Conservation Contract**

*RSW*

Successor contract for William and Kimberly Rich, new owners of the existing laggi Class "C" Agricultural Preserve  
Case Number AGP-16-006  
Assessor Parcel Numbers 309-051-017, 311-122-001  
Loleta area

RECOMMENDATIONS:

That the Board of Supervisors:

1. Direct the Chair to execute the Successor Land Conservation Contract (Attachment A);
2. Direct the Clerk of the Board to record the Successor Land Conservation Contract with the County Recorder.
3. Direct the Clerk of the Board to give notice of the decision to the applicant, the Planning Division, and any other interested party.

Prepared by \_\_\_\_\_  
Cliff Johnson, Senior Planner

CAO Approval *Cheryl D. Higgins*

REVIEW: Auditor \_\_\_\_\_ County Counsel *JW* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

William and Kimberly Rich  
240 ole Hansen Road  
Eureka, CA 95503

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor *Fennell*  
Seconded by Supervisor *Sundberg*  
Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
Board Order No. \_\_\_\_\_  
Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Aug. 9, 2016*  
By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Planning and Engineering Services Revenue Account No. 1100-277-608000.

DISCUSSION:

The property has been in the Williamson Act program since 1980 when it was established as the approximately 160 acre Charles Iaggi Class C agricultural preserve. The property has been used for cattle grazing continuously since its establishment as an agricultural preserve. The preserve has not changed in size or configuration in any way from what was originally established and it remains in compliance with all aspects of the Williamson Act guidelines and the resolution establishing the preserve with uniform rules including compatible uses.

In April of this year the property was sold, in its entirety, to Williams and Kimberly Rich, who continue to lease the property for cattle grazing, thereby utilizing the preserve consistent with the provisions of the County's Williamson Act Program.

The County's Williamson Act Guidelines require a new owner to enter into a successor land conservation contract with the Board of Supervisors, unless the new owners are immediate family members of the original contract holders.

The new owners, William and Kimberly Rich, have submitted a successor land conservation contract for consideration. Upon execution by the Board and recordation of the contract, the new owner will be in full compliance with the transfer requirements of the Guidelines.

FINANCIAL IMPACT:

All expenses for processing the successor conservation contract for William and Kimberly Rich are borne by the applicant; there will be no effect on the General Fund. The execution of the successor land conservation contract will not change the valuation of the property as it is already subject to an enforceable restriction under the Williamson Act.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to enter into a successor land conservation contract with the new property owners. However, this action would not be consistent with the County's adopted Williamson Act Guidelines. Planning staff does not recommend further consideration of this alternative.

ATTACHMENTS:

Attachment A: Successor Land Conservation Contract (legal description)  
Exhibit B (map)

**ATTACHMENT A**

**Successor Land Conservation Contract**  
Exhibit A (legal description), Exhibit B (map)

**2016-015768**

Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: HUMBOLDT CNTY

Pages: 8

Recording Fee: \$ 0.00  
Tax Fee: \$0  
Clerk: sc Total: \$0.00  
Aug 22, 2016 at 01:58:05

\*\*\* CONFORMED COPY \*\*\*

**Recording Requested by:**

HUMBOLDT COUNTY  
BOARD OF SUPERVISORS  
Eureka, California

**Return To:**

Planning Department  
3015 H Street  
Eureka, CA 95501  
(Recorded without fee under GCS 27383)

**SUCCESSOR LAND CONSERVATION CONTRACT**

THIS CONTRACT is dated this 9<sup>th</sup> day of August, 2016, by and between William Rich and Kimberly Rich, referred to as OWNER, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

**WITNESSETH:**

WHEREAS, OWNER warrants that they owns certain land particularly described hereinafter, which is presently devoted to agricultural and compatible uses; and

WHEREAS, said land is located in a Class C Agricultural Preserve heretofore established by COUNTY by Resolution No. 80-17; and

WHEREAS, OWNER and COUNTY by signing this new Successor Land Conservation Contract mutually agree to rescind the existing contract executed on February 26, 1980 regarding Land Conservation Contract No. 80-17, recorded in Book 1605, Page 95 of the Humboldt County records, and simultaneously enter into this new contract pursuant to Section 51254 of the California Government Code and the County's Williamson Act Guidelines and to establish binding restrictions which will limit the use of said land to agricultural and incidental compatible uses;

NOW, THEREFORE, the parties agree as follows:



Section 1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200, hereafter referred to as the "Act"), and pursuant to the County's Resolution adopting Guidelines for Agricultural Preserves which implements the Act in Humboldt County (hereafter "local resolution") and the County's Resolution Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses (hereafter "authorizing resolution"), and is subject to all the provisions of the Act and County resolutions as they now exist, and as may be hereafter amended.

Section 2. The land to which all provisions of this contract shall apply is described in Exhibit "A" attached hereto. It is not intended to include in this contract any land zoned Timberland Production (TPZ) pursuant to Government Code Section 51100, et seq.

Section 3. During the term of this contract or any extension thereof, the land described herein shall be used only for agricultural uses, as defined by the Act or local resolution, and those "compatible uses" as set forth in the Act or local resolution, and shall not be used for any purpose other than said agricultural uses and compatible uses.

Section 4. This contract shall be effective on the date first written above, hereinafter the anniversary date, and shall remain in effect for an initial term of ten (10) years. On the first anniversary date and on each succeeding anniversary date, one year shall automatically be added to the unexpired term unless notice of non-renewal is given as provided by law.

Section 5. This contract shall run with the land described herein and shall be binding upon, and inure to the benefit of, all successors in interest of the OWNER. Neither the owner nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

- (a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided in section 6 hereof; and

(b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and

(c) All successors in interest to owner shall enter into contracts at the time they assume title to any or all of the land described herein enforceably restricting said land pursuant to the statutory provisions referred to in Section 1 above.

Section 6. If the land subject to this contract is in a Class A or Class C Agricultural Preserve, it shall not be divided into preserves of less than 100 acres except that portions of the preserve may be rented or leased for agricultural and compatible uses. If the land subject to this contract is in a Class D Agricultural Preserve, it shall not be divided pursuant to the State Subdivision Map Act and must be sold, transferred or conveyed as a single unit of land.

Section 7. As used in this contract, the terms "divide" and "division" shall include any sale, transfer, encumbrance or any change in the manner in which title to all or any portion of the herein described land is held. Any purported division of the land described herein in violation of any provision of this contract shall be void.

Section 8. Any party signing this contract as a secured lender agrees to subordinate his security interest in the subject property to the rights, benefits and restrictions contained herein.

Section 9. Whenever notice must be given to COUNTY, it may be given by mailing it postage prepaid, addressed to the Board of Supervisors, County of Humboldt, County Courthouse, Eureka, California 95501; notice to OWNER may be given by mailing it first class postage prepaid addressed to **William and Kimberly Rich, 240 Ole Hansen Road, Eureka, CA 95503** or at such other address OWNER and may hereafter designate in writing. Delivery shall be deemed complete the day after the date of mailing.

Section 10. In the event of any conflict between the provisions of this contract, the local resolutions and the Act, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

Section 11. In the event of Cancellation of this contract pursuant to the Act and local resolution, the OWNER shall pay to the COUNTY a cancellation fee equal to 12.5% of the

cancellation valuation as calculated in accordance with Section 51283 of the California Government Code.

Section 12. OWNER agrees to permit COUNTY physical inspection of the subject real property and make available for examination such other information or records pursuant to Section 441(d) of the Revenue and Taxation Code as is reasonable and necessary for administration of this contract.

Section 13. This contract may be dated by COUNTY to correspond with the date its Chairman is authorized to execute this contract.

IN WITNESS WHEREOF, the parties hereto have executed the within contract.




Chair of the Board of Supervisors *Mark Lovelace*  
of the County of Humboldt, State of California.

(SEAL)

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors  
of the County of Humboldt, State  
of California.

By  Deputy  
*Ana Hartwell*



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF HUMBOLDT }

On this 10 day of August 20 16, before me, Catherine Whitman Munsee Public

Notary, personally appeared Mark Lovelace who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Catherine Whitman Munsee (seal)  
Signature





**Owners of Record**

By William Rich

By [Signature]

By William Rich

By Kimberly Rich

(Signature(s) to be Notarized)

**Interest in Property**

Section 8B of the Humboldt County Williamson Act Guidelines states that "all parties having any interest in any real property included in the contract which could ripen into a fee interest or be exercised in a manner inconsistent with the purpose of the preserve, such as a security interest, shall be required to join in the execution of the proposed contract before such contract is executed by the Board of Supervisors".

The following parties have a security interest in the real property included in this contract which could ripen into a fee interest:

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICEPRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.*

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By [Signature]  
County Counsel Natalie Duke

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF HUMBOLDT

On 6-7-2011 before me, Gilbert Friedman Notary Public,

Date

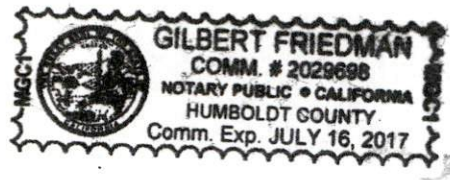
(Here insert name and title of the officer)

personally appeared William Rich & Kimberly Rich

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Gilbert Friedman (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): 311-122-001 and 309-051-017

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

The Northwest Quarter of Section 21, in Township 3 North, Range 1 West, Humboldt Base and Meridian, according to United States Government Survey thereof.

EXCEPTING THEREFROM all that portion of the Northeast Quarter of the Northwest Quarter of said Section 21, which lies North and East of the public road known as Salmon Creek Road or Tompkins Hill Road, as said road existed on June 28, 1930, said exception being the same as heretofore conveyed to the Board of Trustees of Banner School District, by deed recorded May 16, 1916, in Book 133 of Deeds, Page 28, and as heretofore conveyed to Henry Wertz, by deed recorded June 28, 1930, Book 197 of Deeds, Page 139.

PARCEL TWO

BEGINNING at the Northeast corner of Section 20 in Township 3 North, Range 1 West, Humboldt Base and Meridian; running  
thence South, 1 rod;  
thence at right angles West to the East line of the county road from Eureka to Fortuna, as said road existed on September 10, 1886;  
thence Northerly along the East line of said road to the North line of said Section 20;  
thence East on the section line to the point of beginning.

PARCEL THREE

BEGINNING at a point 1 rod South of the Northeast corner of Section 20 in Township 3 North, Range 1 West, Humboldt Base and Meridian; running  
thence South along the East line of said Section 20, a distance of 29 rods;  
thence Northwesterly to a point which is 31 rods West from the point of beginning;  
thence East, 31 rods to the point of beginning.

EXCEPTING THEREFROM Parcels One, Two and Three, oil, gas and minerals in and under the above described land, as distributed by decree settling final account of executor and final distribution to Joseph M. Genzoli, et al, and recorded July 29, 1963 in Book 747, Page 85, Humboldt County Records.

Including, however, any interest in said oil, gas and minerals that is currently vested in the fee owner of Parcels One, Two and Three above.





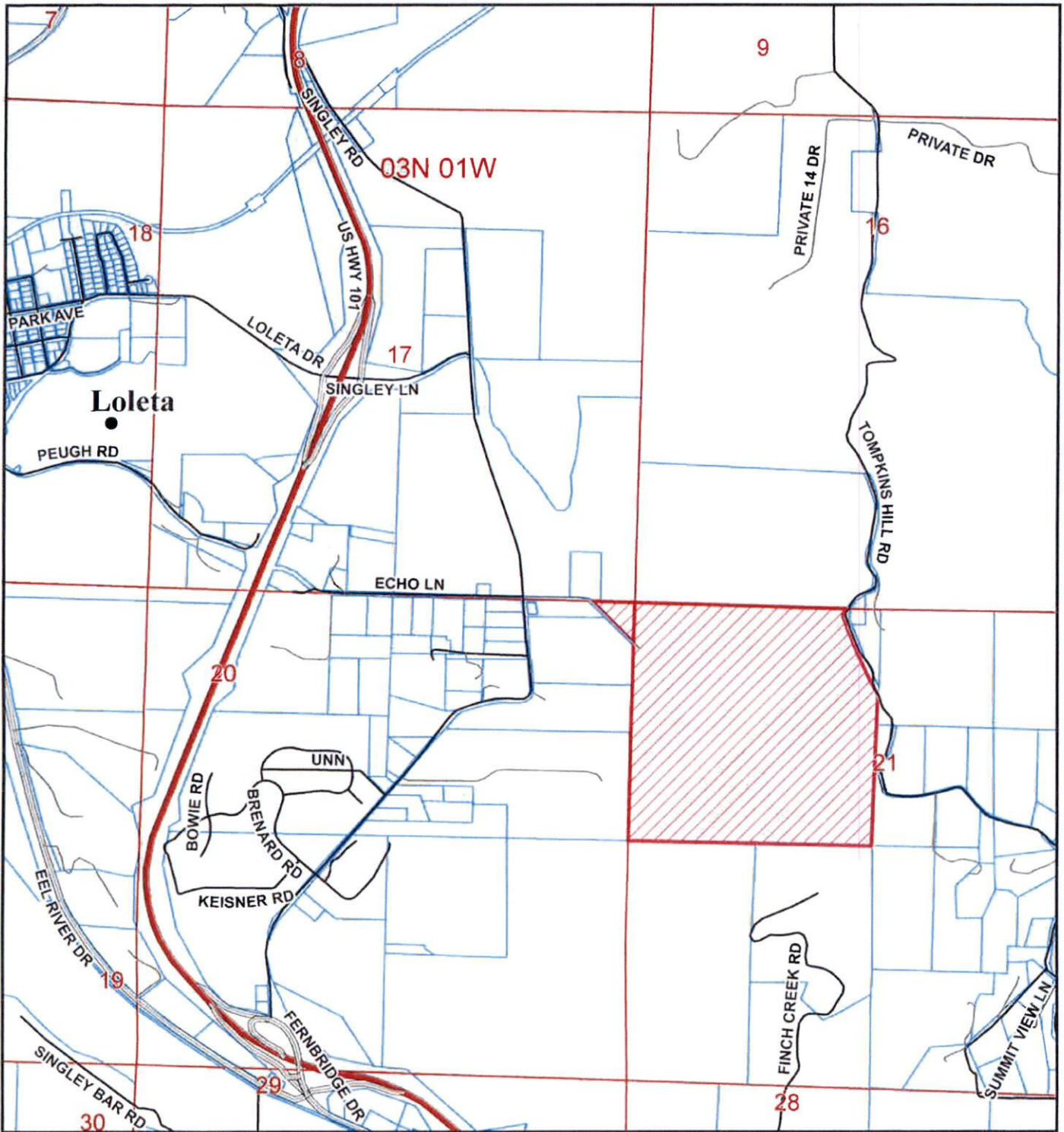
**Kelly E. Sanders**  
**Humboldt County**  
**County Clerk-Recorder**  
825 Fifth Street, 5th Floor  
Eureka, CA 95501  
Recorder: (707) 445-7593  
Vitals: (707) 445-7382  
[www.humboldt.gov](http://www.humboldt.gov)

**Receipt: 16-12080**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
MI	MISC	\$0.00
	External Document#	2016-015768
	Document Info:	HUMBOLDT CNTY
	# Pages	8
	# Conformed Labels and Copies	true
	PCOR Penalty	false
	Non-Conforming Document	false
<b>Total</b>		<b>\$0.00</b>
Change (Cash)		\$0.00

Please review all documents. All sales are final.





**LOCATION MAP**

**PROPOSED R & R RANCHES  
 AGRICULTURAL PRESERVE  
 LOLETA AREA  
 AGP-16-006**

**APN: 309-051-017, 311-122-001  
 T03N R01W S20-21 HB&M (Fields Landing)**

**Subject Parcel =** 

This map is intended for display purposes and should not be used for precise measurement or navigation. Data has not been completely checked for accuracy.

