

24 May 2016

To:  
Cliff Johnson, Senior Planner  
Humboldt County Planning & Building Department  
3015 H Street  
Eureka, CA 95501

From:  
Thomas P. Crandall  
1322 Kenwood Road  
Santa Barbara, CA 93109

cc: Kathy Hayes, Clerk of the Board; Jeffery Blanck, County Counsel;  
Robert C. McKee

Subject: Case Number AGPN-15-005, Arthur Tooby Williamson Act Non-renewal  
Humboldt County Settlement with Secondary Defendants  
County of Humboldt et al. v. Robert C. McKee et al.

Reference: 1) Johnson letter to Crandall, 08January2016  
2) Hayes public-notice to Crandall, 15May2016

To Cliff Johnson, Senior Planner:

I received the Reference letters notifying Crandall (a contracting landowner within the Tooby Preserve) that the County will initiate non-renewal of successor-contracts associated with unknown settlement landowners. Be advised, Crandall is not a settlement-landowner and we are not associated with or party to the referenced settlement. The settlement-landowners represent other successor-contracts/property located within the Tooby Preserve. Crandall has no contractual relationship with any other landowner within the Tooby Preserve and non-renewal of other lands within our preserve has no effect on our successor-contract.<sup>1</sup> However, we do conduct cooperative grazing operations with other landowners within the Tooby Preserve and we support full utilization/protection of the preserve's grazing resource through long-term conservation contracts. We oppose any County-initiated contract non-renewal within the Tooby Preserve without cause.

With respect to preserves, the Tooby Agricultural Preserve is durable-by-statute and remains unaffected by contract non-renewal. A preserve is a contract prerequisite and once established, the preserve cannot be disestablished until the last remaining successor contract reaches the end of non-renewal; to do so would breach the Williamson Act contract(s) located within the preserve. A disestablished preserve is a County (not a landowner) contract performance liability. Therefore I do not recognize the Reference 2 hearing as an Agricultural Preserve Disestablishment Hearing. Please resubmit this notice with clarification if that is your intention.

If this public hearing is a Williamson Act contract non-renewal hearing, I do not recognize or acknowledge the contract that is the subject of the hearing. The APN listing for Case No. AGPN-15-005 does not represent the Crandall successor-contract lands. The Crandall successor-contract divided from the original contract (not the preserve) on 17October2000 by the recorded title transfer of specific contract-lands. The Tooby Ranch successor landowners are not co-owners under an original contract; we are legally independent landowners bound by separate enforceable successor-contracts, as required by the Act (GC§51243) and original contract clause. The County is inexorably bound by these successor-contracts, from the time of property transfer, regardless of County opinion or inaction.

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<sup>1</sup> Government Code §51243(b)

I recognize it is the County's right to non-renew any Williamson Act contract, without cause and without public hearing. I cannot comment on the suitability of non-renewal for other Tooby successor landowners. With regard to the Crandall Contract, the entire property (~460 acres) is annually dry-land-grazed by a commercial cattle operator at the stock density specified by the Humboldt County Agricultural Commissioner's Office. Crandall is in absolute compliance with the Crandall Contract and no compliance issue has been raised to our attention by the County with respect to our Contract. I can't stop County-initiated non-renewal, but I will protest the non-renewal of our productive Ag land and I encourage other Tooby landowners in contract-compliance to do the same. As you confirm in Reference 1, all non-renewed contracts remain in full affect during the 9-year non-renewal period. I would add that contractually, the Tooby Preserve must also remain in full effect until all contracts reach terminus.

Accordingly, please remove my APNs<sup>2</sup> from the invalid<sup>3</sup> non-renewal project AGPN-15-005. If the Board determines my agricultural property is not worth protecting, you may provide separate notice so that I may clearly exercise my statutory right, on behalf of my land, to make a written protest. If noticed for County-initiated non-renewal, a justification citing non-compliance to the Crandall successor-contract is appropriate. County-initiated non-renewal without cause only demonstrates a County agricultural resource policy that does not "support, promote *or* broaden the application of Williamson Act contracts and agricultural preserves".

As described above, due to indeterminate subject, you may resubmit this notice with clarification of the County's intent regarding this public hearing.

Thank you for your consideration.

Respectfully,



Thomas P. Crandall

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<sup>2</sup> APN # 223-012-003, 223-012-004, 223-012-005, 223-014-012, 223-015-007

<sup>3</sup> Violation of Government Code § 51243(b)