



AGENDA ITEM NO.

C18

COUNTY OF HUMBOLDT

For the meeting of October 17, 2017

Date: September 25, 2017

To: Board of Supervisors

From: John H. Ford, Director of Planning and Building 

Subject: **Successor Land Conservation Contract**
Successor contract for Save The Redwoods League, new owner of the Westfall Class "C" Agricultural Preserve; Elk River area
Case Number: AGP-17-002
Assessor Parcel Numbers (APNs): 311-041-034, 311-041-036

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  _____

REVIEW:	Auditor _____	County Counsel <u>NAB</u>	Human Resources _____	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

Save The Redwoods League
111 Sutter Street, 11th Floor
San Francisco, CA 94104

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell
Seconded by Supervisor Wilson
Ayes Wilson, Sundberg, Bass, Bohn, Fennell
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: 10/17/17

By: 
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 2008 when it was established as the approximately 77 acre Westfall Class C agricultural preserve. The property was used for cattle grazing continuously since its establishment as an agricultural preserve and the new owners are converting the property to hay production. Hay production is consistent with the requirements of the county's Williamson Act guidelines for a Class C preserve. The property remains in compliance with all aspects of the Williamson Act guidelines and the resolution establishing the preserve with uniform rules including compatible uses.

In May of 2016 the property was transferred in its entirety from the Andrew K. Westfall and Sandralin V. Westfall family trust dated June 28, 2010 to Save the Redwoods League, a California non-profit corporation. Save the Redwoods League has discontinued the cattle grazing and converted the property to hay production, which is also 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 owner, Save the Redwoods League, has 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 Save the Redwoods League are borne by the applicant; there will therefore be no effect on the General Fund. The execution of the successor land conservation contract will maintain the property's preferential tax status as it will remain subject to an enforceable restriction under the Williamson Act.

The execution of successor Land Conservation Contract supports the Board's Strategic Framework through its core role of enforcing laws and regulations and its priorities to manage our resources and ensure sustainability of services. The action to enter into a Successor Land Conservation Contract with Save The Redwoods League is consistent with the Board's priorities to facilitate public/private partnerships and to work towards the protection of the County's agricultural resources.

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 owner. 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
 Exhibit A (legal description)
 Exhibit B (map)

ATTACHMENT A

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

2017-019374

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

Pages: 10

Recording Fee: \$ 0.00
Tax Fee: \$0
Clerk: se Total: \$0.00
Oct 26, 2017 at 09:30:17

*** 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 8TH day of SEPTEMBER, 2017, by and between Save The Redwoods League, a California non-profit corporation, 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. 08-109; and

WHEREAS, OWNER and COUNTY by signing this new Successor Land Conservation Contract mutually agree to rescind the existing contract executed on December 16, 2008 regarding Land Conservation Contract No. 08-109, recorded as Instrument No, 2008-30129-9 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. 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 7. 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 8. 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 **Save The Redwoods League, 111 Sutter Street, 11th Floor, San Francisco, CA 94104** or at such other address OWNER may hereafter designate in writing. Delivery shall be deemed complete the day after the date of mailing.

Section 9. 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 10. 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 11. 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 12. 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.

Virginia Bass

Chair of the Board of Supervisors, Virginia Bass
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 Brooke Eberhardt
Brooke Eberhardt, Deputy

Owners of Record

By Paul C. Ringgold 8 Sept 2017
Chief Program Officer, State the Redwoods League

By _____

By _____

By _____

(Signature(s) to be Notarized) (see attached)

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:

By _____

By _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel

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 25th day of October 20 17, before me, Suzanne M. Lippre Public Notary, personally appeared Virginia Bass who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on behalf of which the person 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.

Suzanne M. Lippre (seal)
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SAN FRANCISCO)

On SEPTEMBER 8, 2017 before me, LAUREN HACHEMEISTER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared PAUL C. RINGGOLD
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Exhibit A

DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

All that portion of the Southeast Quarter of Section 26, Township 4 North, Range 1 West, according to the Official Plat of said land, lying Westerly of the County Road leading from Eureka to Falk; excepting therefrom the following:

FIRST EXCEPTION:

The land conveyed by Charles V. Wharton, et al, to James Wrigley by Deed dated January 20, 1890, recorded in Book 35 of Deeds, Page 426, Humboldt County Records.

SECOND EXCEPTION:

The land conveyed by Charles C. Wharton and wife to William J. Donald by Deed dated April 14, 1891, recorded in Book 38 of Deeds, Page 50, Humboldt County Records.

THIRD EXCEPTION:

The land conveyed by Charles V. Wharton and wife to the Trustees of the First Congregational Church of Elk River by Deed dated April 26, 1895, recorded in Book 55 of Deeds, Page 269, Humboldt County Records.

FOURTH EXCEPTION:

The land conveyed by C. V. Wharton and wife to the Trustees of Jones Prairie School District by Deed dated June 6, 1887, recorded in Book 22 of Deeds, Page 610, Humboldt County Records.

FIFTH EXCEPTION:

The land conveyed by Neil A. Hill and wife to Frank Grassi by Deed dated October 5, 1904 recorded in Book 88 of Deeds, Page 288, Humboldt County Records.

SIXTH EXCEPTION:

The land conveyed to Ed Richmond, et ux, by Deed recorded July 31, 1970, in Book 1052 of Official Records, Page 16, under Recorder's Serial No. 10974, Humboldt County Records.

SEVENTH EXCEPTION:

The land conveyed to L.E.T., a joint venture, et al, by Deed recorded October 7, 1974 in Book 1259 of Official Records, Page 40, under Recorder's Serial No. 17499; and re-recorded October 24, 1974, in Book 1261 of Official Records, Page 225, under Recorder's Serial No. 18508, Humboldt County Records.

EIGHTH EXCEPTION:

The land conveyed to Robert Ehrhardt, et ux, by Deed recorded June 16, 1988, in Book 1876 of Official Records, Page 1296, under Recorder's Serial No. 11580, Humboldt County Records.

PARCEL TWO:

BEGINNING at the intersection of the centerline of the County Road as the same existed on June 6, 1887 with the South line of Section 26 in Township 4 North, Range 1 West, Humboldt Meridian, according to the Official Plat of said land;

thence West, 171.7 feet to the West line of the strip of land 33 feet in width described in the Deed to Ed Richmond and wife recorded July 31, 1970, in Book 1052 of Official Records, Page 16, under Recorder's Serial No. 10974, Humboldt County Records;

thence along the last named line Northwesterly to the Southwest extension of the Northwest line of the land described in the Deed to Ed Richmond and wife recorded July 11, 1969, in Book 1009 of Official Records, Page 265, under Recorder's Serial No. 10132, Humboldt County Records;

thence along the last named line North 60 degrees East, 33 feet;

thence South 18 degrees 3 minutes East, 37.43 feet;

thence South 63 degrees 45 minutes West, 33 feet to the true point of beginning;

thence North 63 degrees 45 minutes East, 244.20 feet, more or less, to the centerline of said County Road;

thence along the last named line Northwesterly to the Northeast extension of the Northwest line of the land described in said Deed to Richmond recorded in Book 1009, Page 265;

thence along the Northwest line of the land described in said Deed to Richmond recorded in Book 1009, Page 265 and its extension Northeasterly and Southwesterly South 60 degrees West to the West line of said strip of land 33 feet in width;

thence along the last named line Southeasterly to the true point of beginning.

PARCEL THREE:

That parcel of land in the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 1 West, Humboldt Meridian, according to the Official Plat of said land, described as follows:

BEGINNING on the Quarter Section line at a point that is 1550.3 feet North and 2581.55 feet West of the Southeast corner of said Section; and running

thence North on the Quarter Section line, 632.14 feet;

thence South 46 degrees 48 minutes West, 171.8 feet to the East line of a private road; and

thence Southerly along the East line of said private road to the point of beginning.

EXCEPTING therefrom said land, an undivided one-half interest in all of the mineral and all of the oil, gas and other hydrocarbon rights, together with all set forth appurtenant rights, as reserved in the Deed from Cheney Grant Lumber Company, a California corporation recorded November 28, 1972, in Book 1167 of Official Records, Page 64, under Recorder's Serial No. 20949, Humboldt County Records.

PARCEL FOUR:

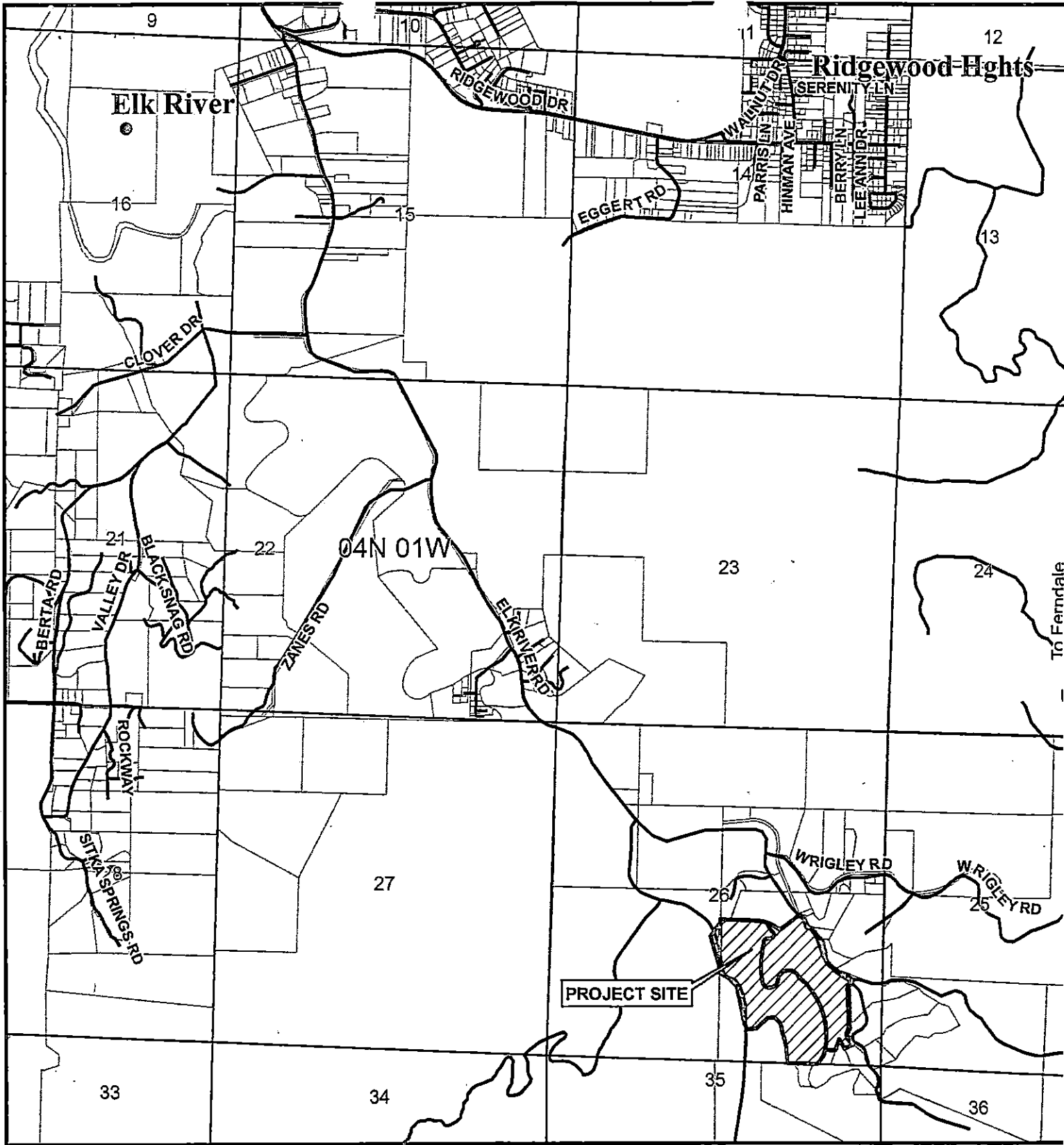
A non-exclusive easement for ingress and egress over and on a strip of land 60 feet wide, the centerline of which is the Northeasterly line of Parcel One described in Deed recorded October 7, 1974, in Book 1259 of Official Records, Page 40, under Recorder's Serial No. 17499, Humboldt County Records, and re-recorded October 24, 1974, in Book 1261 of Official Records, Page 225, under Recorder's Serial No. 18508, Humboldt County Records, for the full length thereof.

PARCEL FIVE:

A non-exclusive easement for ingress and egress and for all lawful ranching, farming and timber management related purposes.

Such use shall include but is not limited to, administration, ranch management and ranching activities, harvesting and protection of natural resources and the transportation of livestock and timber and other natural resource products.

Being the same easement as granted to A.K. & S.V. Westfall 2010 Trust by Reciprocal Easement Agreement, recorded December 5, 2012 as Instrument No. 2012-029566-14, Humboldt County Records.



LOCATION MAP

**PROPOSED WESTFALL
 AGRICULTURAL PRESERVE &
 ZONE RECLASSIFICATION
 ELK RIVER AREA
 AGP-07-05/ZR-07-06
 APN: 311-021-09, -041-30, -34
 T04N R01W S26 H B & M**

Project Site = 