



AGENDA ITEM NO.
C-14

COUNTY OF HUMBOLDT

For the meeting of: November 4, 2014

Date: September 24, 2014

To: Board of Supervisors

From: Kevin R. Hamblin, Director of Planning and Building *KA*

Subject: **Successor Land Conservation Contract**
Successor contract for Lane & Kathy Christiansen, new owners of the existing Alexandre Class "A" Agricultural Preserve; Ferndale area
Case Number: AGP-14-005
Assessor Parcel Numbers (APNs): 106-021-086

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 *CEJ*
Cliff Johnson, Senior Planner

CAO Approval *Amy Nissen*

REVIEW:	Auditor _____	County Counsel <i>DS</i>	Human Resources _____	Other _____
---------	---------------	--------------------------	-----------------------	-------------

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

Lane & Kathy Christiansen
988 Coffee Creek Road
Ferndale, CA 95536

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Lovelace*
Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Lovelace, Bohn, Fennell, 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: *Nov. 4, 2014*

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 is roughly 33 acres, and was added into an existing Class "A" agricultural preserve in 1982 (the 80 acre Coppini Ranch established in 1980). This particular property has been operated as dairy ranch since at least the 1940's, and continues to be used for dairy purposes. The preserve has not changed in size or configuration in any way, and has been in compliance with all aspects of the Williamson Act guidelines and the resolution establishing the preserve with uniform rules including compatible uses.

In June 2014 the property was sold, in its entirety, to Lane and Kathy Christiansen, who continue to lease the property for use in a dairy operation thereby utilizing the preserve consistent with the Williamson Act Guidelines and the resolution establishing the preserve with uniform rules including compatible uses. 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, Lane and Kathy Christiansen, have met this requirement of the Guidelines by submitting an application to execute the successor land conservation contract. Upon execution by the Board and recordation of the contract, the new owner will have met their obligations under the Guidelines.

FINANCIAL IMPACT:

All expenses for processing the successor conservation contract for Lane and Kathy Christiansen 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. The Guidelines reserve *involuntary* nonrenewal as an option of last resort when the contract holder is not compliant with the Guidelines, the Resolution Establishing Uniform Rules and Compatible Uses, or the Land Conservation Contract. This is not the case for the Alexandre/Christiansen Preserve and 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)

CONFIRMED COPY

Recording Requested by:

HUMBOLDT COUNTY
BOARD OF SUPERVISORS
Eureka, California

Clerk: LH Total: \$0.00
Nov 13, 2014 at 08:49:05

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 4th day of November, 2014, by and between Lane G Christiansen and Kathy Russ Christiansen, referred to as OWNER, and Redwood Capital Bank, referred to as BENEFICIARY, 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 A Agricultural Preserve heretofore established by COUNTY by Resolution No. 82-20; and

WHEREAS, OWNER and COUNTY by signing this new Successor Land Conservation Contract mutually agree to rescind the existing contract executed on February 16, 1982 regarding Land Conservation Contract No. 82-1, recorded in Book 1665, Page 624 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 **Lane G Christiansen and Kathy Russ Christiansen, 988 Coffee Creek Road, Ferndale, CA 95536** and notice to BENEFICIARY addressed to **Redwood Capital Bank, 402 G Street, Eureka, CA 95501** or at such other address OWNER and LENDER may hereafter designate in writing. Delivery shall be deemed complete the day after the date of mailing.

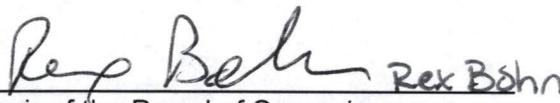
Section 10. In the event of any conflict between the provisions of this contract, the local resolutions and the Act, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

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.



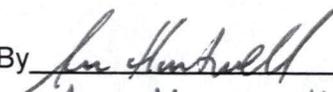
Rex Bohn
Chair of the Board of Supervisors
of the County of Humboldt, State of California.

(SEAL)

ATTEST:

KATHY HAYES

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

By 

Ana Hartwell Deputy

Owners of Record

Kathy Russ Christiansen

By Kathy Russ Christiansen

By _____

By Jane G. Christiansen

By _____

Lane G. Christiansen

(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.

Tia Tupper-Bronwell

By Tia Tupper-Bronwell

By _____

Title AVP/Consumer Loan Manager

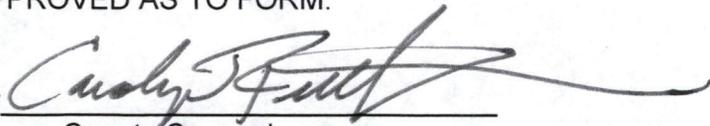
Title _____

Corporation Name: Redwood Capital Bank

Corporation Name: _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By 
County Counsel
Carolyn Ruth

Owners of Record

By Kathy Ruos Christensen

By _____

By Jane G. Christensen

By _____

(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 Jaguar Brownell

By Don Hartmann Don Hartmann

Title AVP/Consumer Loan Manager

Title EVP

Corporation Name: Redwood Capital Bank

Corporation Name: MEADOW CAPITAL BANK

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By Carolyn Ruth
County Counsel

Carolyn Ruth

ACKNOWLEDGMENT

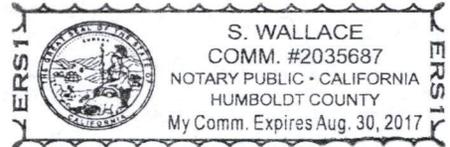
State of California
County of Humboldt

On September 3, 2014 before me, S. Wallace, Notary Public
(insert name and title of the officer)

personally appeared Lane G. Christiansen, Kathy Russ Christiansen and Tia Tupper-Brownell,
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  (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Humboldt }

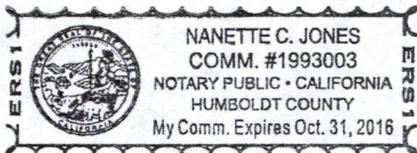
On Sept. 9, 2014 before me, Nanette C. Jones, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Don Hartmann
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.



Place Notary Seal Above

Signature Nanette C. Jones
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: Successor Land Conservation Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Certificate of Acknowledgment

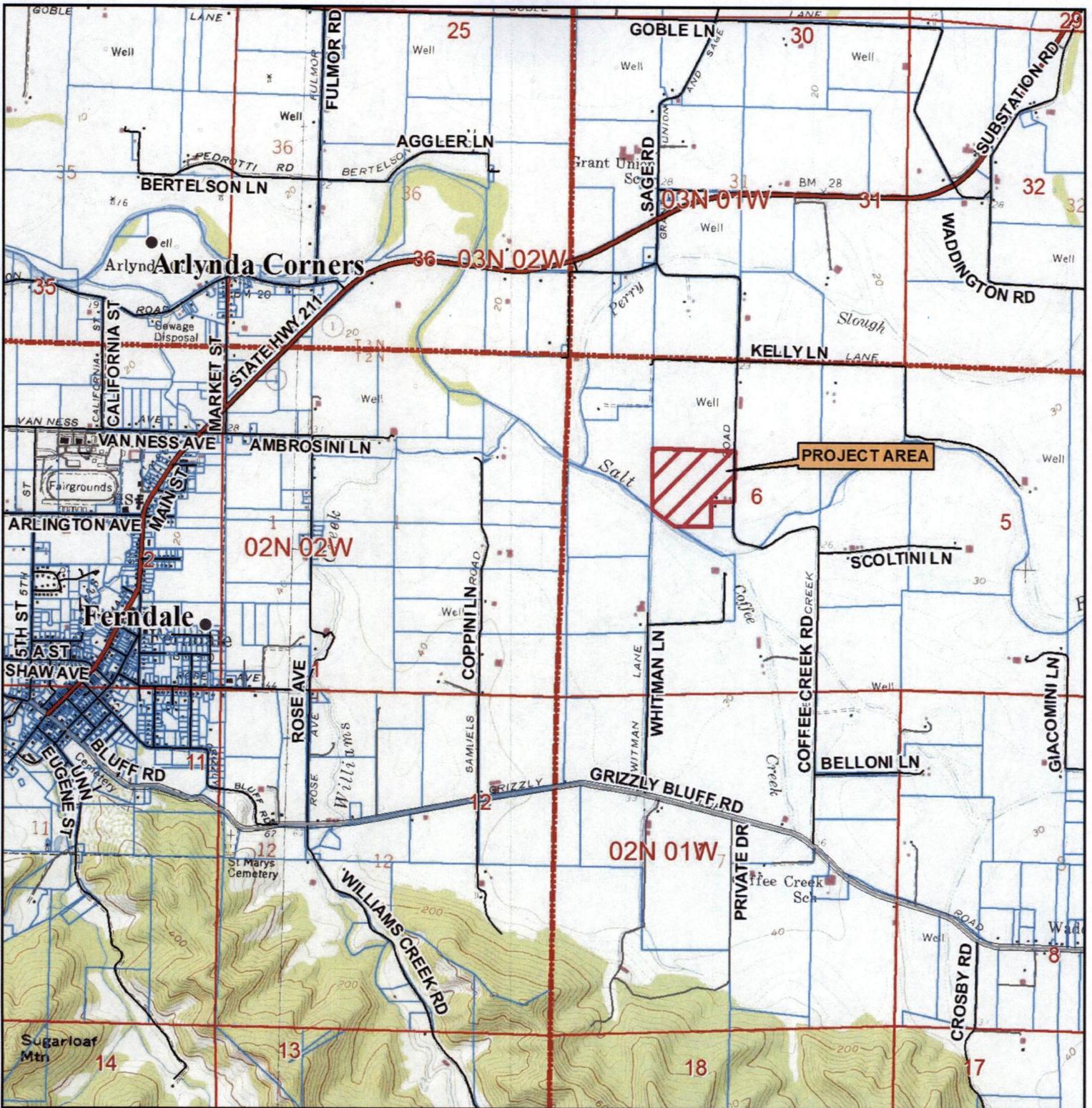
State of California)
County of Humboldt)

On November 4, 2014 before me, Ana G. Hartwell, Deputy Clerk of the Humboldt County Board of Supervisors, personally appeared REX BOHN, 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 the instrument the person, or the entity upon 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 paragraph is true and correct.

WITNESS my hand and official seal.

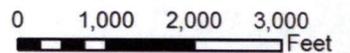




LOCATION MAP

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.



RECEIPT



Transaction #: 38925
 Receipt #: 2014010437
 Cashier Date: 11/13/14 8:49
 Cashier By: LH
 Print Date: 11/13/2014 8:49:14

Carolyn Crnich, Recorder
 Humboldt County, California
 825 5th Street
 Eureka, CA 95501
 (707) 445-7382

8:49:14
 11/13/2014

CUSTOMER INFORMATION	TRANSACTION INFORMATION	PAYMENT SUMMARY
----------------------	-------------------------	-----------------

HUMBOLDT CO	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Date Received:</td> <td>November 13, 2014 8:33</td> </tr> <tr> <td>Source Code:</td> <td>OVER THE COUNTER</td> </tr> <tr> <td>Return Code:</td> <td>MAIL</td> </tr> <tr> <td>Trans Type:</td> <td>Recording</td> </tr> <tr> <td>Bin Number:</td> <td></td> </tr> <tr> <td>Agent Ref Number:</td> <td>HUMBOLDT CO</td> </tr> </table>	Date Received:	November 13, 2014 8:33	Source Code:	OVER THE COUNTER	Return Code:	MAIL	Trans Type:	Recording	Bin Number:		Agent Ref Number:	HUMBOLDT CO	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Total Fees:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Payments:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Balance Due:</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Total Fees:	\$0.00	Total Payments:	\$0.00	Balance Due:	\$0.00
Date Received:	November 13, 2014 8:33																			
Source Code:	OVER THE COUNTER																			
Return Code:	MAIL																			
Trans Type:	Recording																			
Bin Number:																				
Agent Ref Number:	HUMBOLDT CO																			
Total Fees:	\$0.00																			
Total Payments:	\$0.00																			
Balance Due:	\$0.00																			

TRANSACTION PROBLEMS

1	Payment		
	EXEMPT		\$0.00
1	Official Record		
	MISC	Document #: 2014-019512 Pages: 10 Date: 11/13/2014 8:49:05	
	From: CHRISTIANSEN LANE G To: CHRISTIANSEN LANE G		