

SUPPLEMENTAL INFORMATION #2

For Planning Commission Agenda of: October 5, 2017

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|-------------------------------------|------------------------|----|
| <input checked="" type="checkbox"/> | Consent Agenda Item | #2 |
| <input type="checkbox"/> | Continued Hearing Item | } |
| <input type="checkbox"/> | Public Hearing Item | } |
| <input type="checkbox"/> | Department Report | } |
| <input type="checkbox"/> | Old Business | } |

Re: **Johannesen** Zone Reclassification, Agricultural Preserve partial dis-establishment and partial cancellation, and Lot Line Adjustment Application Number 12319
Case Numbers ZR-16-005, AGPN 17-001, LLA-16-034
Assessor Parcel Numbers 216-133-001, 216-141-006, 216-144-003, 223-013-003, 223-013-004
Garberville area

Attached for the Planning Commission's record and review is the following supplementary information item:

- Letter of opposition from a current Tooby Ranch landowner

To: Humboldt County Planning Commission
3015 H Street
Eureka, CA 95501

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

Subject: Case numbers ZR-16-005, AGPN-17-001, LLA-16-034

Reference: 9/16/17 Planning Commission Notice of 10/5/17 Public Hearing

To the Humboldt County Planning Commission:



My comments/positions are based upon the 9/16/17 hearing notice; the staff report was not posted for public review. The hearing notice addresses the matter of contract cancellation "for 320 acres of lands within the **former** Tooby Ranch Class 'B' Williamson Act preserve and contract." This description is inaccurate: the Tooby Contract, although non-renewed by the County on 01 February 2017, remains in full force until 01 February 2026. The underlying Tooby Preserve must remain intact through 01Feb2026.

As a current Tooby Ranch landowner located within the upper Squaw Creek watershed, I am aware that the subject AE-B-5(160) agricultural land currently supports commercial agriculture within this watershed, providing forage to an established certified-grass-feed-beef operation (which I also support).

Comments/position:

- 1) I have no problem with LLAs between parcels under one contract: there's no net affect on the contract.
- 2) I oppose this rezone of 230 acres of AE to TPZ: it removes the contractual requirement to graze 230 acres of in-production-forage. This will negatively impact existing commercial agriculture operations.
- 3) I oppose this contract cancellation of 320 acres of contract lands: it removes 230 acres of in-production-forage from the contract/watershed. This will negatively impact existing commercial agriculture operations.
- 4) I oppose any alteration to the boundary of the preserve. No valid request to modify the preserve boundary has been submitted by the contracting party. Any unilateral change to the established/recorded preserve boundary by the County represents a material breach of the contract by the County.
 - a) The Tooby Preserve is a separate durable entity, required by contract through terminus (01Feb2026). A partial contract cancellation does not alter or affect the preserve or the Class "B" restriction of 600-acre-minimum ownership/division. There is no valid request by the contracting party (landowners *in toto*) to modify the preserve boundary. No individual landowner represents the contract: Johannesen is not party to the contract¹, does not represent the other landowners, and has no authority to request a change in the preserve boundary on behalf of the landowners or the contract.

As a Williamson Act landowner, I oppose any contract cancellation or preserve modification that grants the cancelling-landowner an immediate reduction in minimum-division from 600 to 160 acres, especially for no cancellation fee. The County spent millions to achieve/impose a 600-acre-minimum-division restriction on all Class "B" preserve lands within the county. Citizens/taxpayers expect and deserve *the County of Humboldt* to enforce this hard-won restriction rather than facilitate and approve its nullification through TPZ-rezone/no-fee-contract-cancellation applications.

Respectfully,

Thomas P. Crandall, Tooby Ranch landowner

¹ excerpt, *Johnson (Planning Dept) letter to Crandall, 06Jun2016*: "As successor owner to land under contract, you [Crandall, Johannesen, ...] are subject to all of the terms and conditions of the contract but you [Crandall, Johannesen, ...] are not party to the contract."