



AGENDA ITEM NO.

K-1

COUNTY OF HUMBOLDT

Meeting Date: January 24, 2017

To: Board of Supervisors

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

Subject: AGPN-15-005. Protests of Notice of Non-Renewal of portions of the Arthur Tooby Land Conservation Contract by Buck Mountain Ranch, Robert & Valery McKee, and Thomas and Wendy Crandall
Resolution No. 77-30
Garberville area

RECOMMENDATIONS

That the Board of Supervisors:

1. Hold a public hearing in the manner prescribed by law; receive the staff report;
2. Deny the protests and adopt the Resolution (Attachment F) denying the protests and upholding the Non-Renewal of the Arthur Tooby Contract; and
3. Direct the Clerk of the Board to give notice of the decision to deny the protests of the Non-Renewal of the Land Conservation Contract to the property owners, the California Office of Land Conservation, the Assessor's Office, County Counsel and any other interested party.

SOURCE OF FUNDING

The source of funding is from a planned General Fund expense related to the Williamson Act Enforcement Budget.

DISCUSSION

Prepared by _____
Cliff Johnson, Senior Planner

CAO Approval Cheryl Dillingham

REVIEW: Auditor _____ County Counsel W2 Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

____ Consent
____ Departmental
☒ Public Hearing
____ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg
Seconded by Supervisor Wilson
Ayes Sundberg, Fennell, Bass, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

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

Dated: Jan. 24, 2017

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

On May 31, 2016, the Board of Supervisors took action to file a Notice of Non-Renewal of the Land Conservation Contract for the Arthur Tooby Ranch. In response the County has received three written protests from property owners within the Tooby Ranch:

1. Crandall. November 30, 2016 letter from Mr. Thomas P. Crandall contesting minor errors within the recorded notice of cancelation. Mr. and Mrs. Crandall own approximately 440 acres.
2. Buck Mountain Ranch Limited Partnership filed written protest of the notice of non-renewal without explanation of the protest. Buck Mountain Ranch LP owns approximately 1,933 acres.
3. Robert and Valery McKee filed written protest of the notice of non-renewal of the land conservation contract without explanation of the protest. Robert and Valery McKee own approximately 190 acres.

Background:

The Arthur Tooby preserve is an approximately 10,500 acre cattle ranch in the Garberville area that was established as a Class "B" Grazing Land Preserve in 1977. The preserve was established as a single-owner preserve through Resolution No. 77-19 on February 19, 1977. That resolution was rescinded and replaced with Resolution No. 77-30 on February 25, 1977, which included a corrected legal description of the property. The Land Conservation Contract was recorded February 25, 1977 as Document No. 3892 in Volume 1397 of Official Records, Page 151 and was amended as recorded July 10, 1985 in Volume 1771 of Official Records, Page 903. The boundaries of the Tooby preserve were amended by Resolution 12-56 on June 26, 2012.

In October 2000 Buck Mountain Ranch Limited Partnership (BMR) purchased the entirety of the ranch. Until its purchase by BMR, the ranch functioned as a commercial cattle ranch consistent with the requirements of the county's Williamson Act Guidelines and the recorded Land Conservation Contract. Immediately upon purchase, BMR began conveying portions of the ranch, many of which were below 600 acres in size. Between 2000 and 2006 at least 30 conveyances were made, all but 3 of which were below 600 acres. In addition to conveying land in less than 600 acre units, the conveyances resulted in a reduction of land devoted to the production of agricultural commodities and resulted in the cessation of all of the intended agricultural use of the property for a period of time. For these reasons Humboldt County brought legal action against BMR in 2002.

In 2015 the county reached an agreement to settle the litigation with many of the secondary defendants in Humboldt County Superior Court Case No. DR020825, entitled *County of Humboldt v. McKee, et al.* (Secondary defendants are property owners who acquired land from BMR.) Section I.F of the settlement agreement requires the County to give notice pursuant to the County's current Williamson Act Guidelines that it is non-renewing the existing Land Conservation Contract and Amendment to Land Conservation Contract for the signing secondary defendants' land in the Tooby Ranch.

The county's Williamson Act Guidelines require any partial non-renewal of a contract to trigger a review of the balance of the preserve to determine its continuing eligibility and to consider whether the County should serve notice of non-renewal of the entirety of the preserve (Section 14A(2) of the Guidelines). The county conducted a review of the entirety of the preserve and determined that due to divisions into ownership units of less than 600 acres, and the lack of substantial commercial agricultural use on many lands, non-renewal should be served on all of the lands within the preserve because the balance of the preserve would not be consistent with the county's Williamson Act requirements for a Class B preserve. On May 31, 2016 the Board of Supervisors took action to serve Notice of Non-Renewal of the contract to all property owners within the Tooby Ranch preserve, and the Notice of Non-Renewal was recorded June 2, 2016 as document number 2016-010139.

Protest of Non-Renewal:

Pursuant to Section 51245 of the California Government Code, upon receipt of a notice of Non-Renewal, a property owner may file a protest of the non-renewal. The county may at any time prior to the renewal date, withdraw the notice of nonrenewal. If a protest is filed, the Board holds a public hearing. If at the end of that hearing the nonrenewal is not withdrawn by the Board, the effective date for termination of the contract remains the same; however, the tax re-evaluation is delayed for three years. Under the settlement agreement, the participating secondary defendants specifically waived their right to protest the non-renewal. Although Buck Mountain Ranch and Robert and Valery McKee were the primary defendants and Thomas and Wendy Crandall were secondary defendants of the county's legal action, none of them were signatories to the settlement agreement and therefore did not waive their right to protest the non-renewal. Because they were not signatories to the settlement agreement the county still has the ability to pursue legal remedies against them for contract violations.

Mr. & Mrs. Crandall own a 440 acre portion of land within the Arthur Tooby preserve that was divided in violation of the county's Williamson Act Guidelines. Robert and Valery McKee own an approximately 190 acre portion of land within the Arthur Tooby preserve that was divided in violation of the county's Williamson Act Guidelines. Specifically, Section 8C of the county's Williamson Act Guidelines states that "While under contract, lands within a Class B preserve shall not be divided, meaning subdivided or conveyed, into parcels or contiguous land units smaller than 600 acres." The conveyance of this land from BMR to Thomas and Wendy Crandall for approximately 440 acres and the conveyance from BMR to Robert and Valery McKee for approximately 190 acres were therefore in violation of these requirements.

Buck Mountain Ranch LP owns approximately 1,933 acres of land within the Tooby Ranch preserve. While the acreage within the Buck Mountain Ranch ownership is consistent with the requirements of the county's Guidelines, the use of the BMR land, as well as the McKee land and the Crandall land has not been consistent with the requirements of the Land Conservation Contract. As referenced in the Superior Court Case, a report prepared by Omsberg & Company on March 19, 2001 on behalf of the landowners states that "As already evidenced by experience, using the land for cattle ranching is not a viable option. The time has come to explore other agricultural options to use the land to its potential." The report also states that "There are currently no domestic livestock utilizing these parcels."

In the written protests, none of the property owners present any information as to why the non-renewal should be withdrawn. No information has been presented to show that the properties are used for or are viable for agricultural use. The reasons for the original legal action and notice of non-renewal have not been responded to by the property owners.

Were the county to withdraw the non-renewal for just the BMR, McKee and Crandall lands, it would result in lands under contract that are not compliant with the minimum requirements for existence as a Class B agricultural preserve, have a history of non-agricultural use, and could set a precedent for division of Williamson Act properties in violation of county Guidelines.

Should BMR, McKee and Crandall wish to remain in the county's Williamson Act program, the proper process would be for a new agricultural preserve application to be made under the county's Williamson Act Guidelines. This enables county staff, the Williamson Act Advisory Committee, the County Planning Commission and the Board of Supervisors to engage in the appropriate level of review.

FINANCIAL IMPACT

Per the California Department of Conservation, the restricted values (i.e. lands under a Williamson Act contract) are estimated to save agricultural landowners from 20 - 75% in property tax liability each year. As a result of the Non-Renewal action the taxes collected for

the property will be increased over the 9 year non-renewal period. However, because of the protest of non-renewal, the tax re-evaluation is delayed for three years. The net effect of the non-renewal and the county's denial of the protest will be increased property tax revenue.

BOARD'S STRATEGIC FRAMEWORK:

The county's Williamson Act program 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. Actions related to Land Conservation Contracts are consistent with the Board's priorities to facilitate public/private partnerships and to work towards the protection of the County's agricultural resources. The non-renewal of the Tooby Ranch Land Conservation Contract and the denial of the protests are both consistent with previous Board direction to strengthen the county's Williamson Act program through non-renewal of non-compliant lands.

OTHER AGENCY INVOLVEMENT

Previously, both County Counsel and the County Assessor's Office recommended execution of the Notice of Intent to Serve Notice of Non-Renewal.

ALTERNATIVES TO STAFF RECOMMENDATIONS

The Board may elect to withdraw the Notice of Non-Renewal as it pertains to the BMR, McKee and Crandall land. Because compliance with the terms of the Williamson Act Guidelines has been found by both the county and by the Superior Court of California to be abridged for the entirety of the land within the Tooby preserve including these lands, staff does not recommend this alternative.

Separately from the decision to withdraw or not withdraw the Notice of Non-Renewal, the Board may decide to pursue legal action against BMR, Robert and Valery McKee and Thomas and Wendy Crandall for contract violations. As part of the settlement agreement the county released all claims, damages, fines, penalties and causes of action resulting from the county's legal claims against the signatories. As these landowners are not signatories to this agreement the county retains such ability to pursue legal action pursuant to *County of Humboldt v. McKee, et al.*

ATTACHMENTS

The attachments supporting this report have been provided to the Board of Supervisors; copies are available for review in the Clerk of the Board's Office.

Attachment A:	Notice of Non-Renewal
Attachment B:	Correspondence from Thomas P. Crandall protesting the Notice of Non-Renewal, Correspondence from BMR protesting the Notice of Non-Renewal and Correspondence from Robert and Valery McKee protesting the Notice of Non-Renewal
Attachment C:	Tooby Land Conservation Contract, No 77-30, and Amendment to Contract
Attachment D:	Location Map
Attachment E:	Ownership Map
Attachment F:	Resolution denying the Protest and Upholding Notice of Non-Renewal

ATTACHMENT A
Notice of Non-Renewal

2016-010139

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

Pages: 2

Recording Fee: \$ 0.00
Tax Fee: \$0
Clerk: sc Total: \$0.00
Jun. 02, 2016 at 03:08:17

*** CONFORMED COPY ***

Recording Requested by:

HUMBOLDT COUNTY
BOARD OF SUPERVISORS
Eureka, California

Return To:

Clerk of the Board
County Courthouse
Room 111
(Recorded without fee under GCS
27383)

**NOTICE OF NONRENEWAL
LAND CONSERVATION CONTRACT (WILLIAMSON ACT)**

Current Property Owner - Journey and Rachel Aquarian, Justin Biondini, Buck Mountain Ranch Limited Partnership, Kenneth Bullock, Thomas and Jesse Cardoza, Dylan and Holly Carr, Douglas Cook, Thomas and Wendy Crandall, Francesca Curnero, Bohdan Curran, Sam Cushman, Dead End Development, Sean Devito, Ed Land and Timber Partnership, Floyd and Ryan Wallace, Scott and Stacy Graves, Tobias Hafenecker-Dodge, Louise Hansen Trust, Harris Land and Cattle LLC, Marjorie Jackson, Norman and Deborah Jo Johannesen, David and Sarah Johnson, Jameson and Larose Kelly, L and M Fishing and Camping LLC Co., Michael Linde, Mario Machado, Robert and Valery McKee, Houston and Diane Muthart, Myers and Aquarian LLC Co., Panther Canyon Development LLC Co., Kevin Peak, Avriel Platz, Dustin Silva and Heather Becker, Dustin Silva and Jeremy Dean and Kimberly Salt, Trent Slate and Shannon and Cassandra Talliaferro, Joshua Sweet, Shannon and Casandra Talliaferro, Gary and Jeanette Trone, Janice Umina, Evan Wilson and Kristin O Conner

Ranch Name - Tooby Ranch, Garberville Area

Contract Recorded on February 25, 1977 in Volume 1397, Page 166 of Official Records, and amended as recorded July 10, 1985 in Volume 1771 Page 903 of Official Records

Resolution No. - 77-30

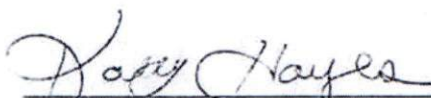
APN'S - 216-081-008-000, 216-081-009-000, 216-081-010-000, 216-081-013-000, 216-082-002-000, 216-082-005-000, 216-082-006-000, 216-082-010-000, 216-083-006-000, 216-083-007-000, 216-124-007-000, 216-124-017-000, 216-131-002-000, 216-132-004-000, 216-132-018-000, 216-133-001-000, 216-133-006-000, 216-133-013-000, 216-134-009-000, 216-134-010-000, 216-134-011-000, 216-134-012-000, 216-134-013-000, 216-135-008-000, 216-135-009-000, 216-135-010-000, 216-135-015-000, 216-136-003-000, 216-136-004-000, 216-136-005-000, 216-141-005-000, 216-141-006-000, 216-142-005-000, 216-142-006-000, 216-142-008-000, 216-142-009-000, 216-142-014-000, 216-143-005-000, 216-143-006-000, 216-143-009-000, 216-143-010-000, 216-143-011-000, 216-143-012-000, 216-144-003-000, 216-144-004-000, 216-144-005-000, 216-144-006-000, 216-144-008-000, 216-144-010-000, 216-144-017-000, 216-174-006-000, 216-174-010-000, 216-175-005-000, 222-091-002-000, 223-011-003-000, 223-011-006-000, 223-012-003-000, 223-012-004-000, 223-012-005-000, 223-012-009-000, 223-012-010-000, 223-012-011-000, 223-013-003-000, 223-013-005-000, 223-013-009-000, 223-013-

010-000, 223-013-011-000, 223-014-010-000, 223-014-011-000, 223-014-012-000, 223-015-007-000, 223-015-011-000, 223-015-012-000, 223-015-013-000, 223-015-015-000, 223-016-003-000, 223-016-006-000, 223-016-008-000, 223-016-009-000, 223-016-010-000, 223-052-007-000, 223-061-003-000, 223-061-006-000, 223-061-038-000, 223-061-039-000, 223-061-041-000, 223-061-043-000, 223-061-046-000, 223-061-047-000, 223-061-048-000, 223-071-004-000, 223-071-005-000, 223-071-006-000, 223-071-008-000, 223-071-013-000, 223-071-015-000, 223-071-016-000, 223-071-017-000, 223-072-006-000, 223-072-007-000, 223-072-008-000, 223-072-009-000, 223-072-010-000, 223-073-001-000, 223-073-002-000, 223-073-004-000, 223-073-005-000, 223-074-001-000, 223-074-004-000, 223-074-005-000, 223-074-006-000, 223-074-008-000, 223-074-009-000, 223-075-010-000, 223-075-011-000, 223-075-012-000, 223-075-014-000, 223-075-015-000, 222-191-012

Total Contracted Acres – 10,500

Pursuant to provisions of Section 51245 of the California Government Code, notice is hereby given that there is on file with the Humboldt County Clerk of the Board a Notice of Non Renewal of land included in the California Land Conservation Contract (Williamson Act) between the County of Humboldt and Tooby & Prior Inc. executed on February 1, 1977 and recorded on February 25, 1977 in Volume 1397, Page 151 of the Official Records of the County of Humboldt, amended as recorded July 10, 1985 in Volume 1771, Page 903 of Official Records, and conveyed over subsequent years to Journey and Rachel Aquarian, Justin Biondini, Buck Mountain Ranch Limited Partnership, Kenneth Bullock, Thomas and Jesse Cardoza, Dylan and Holly Carr, Douglas Cook, Thomas and Wendy Crandall, Francesca Cumero, Bohdan Curran, Sam Cushman, Dead End Development, Sean Devito, Ed Land and Timber Partnership, Floyd and Ryan Wallace, Scott and Stacy Graves, Tobias Hafenecker-Dodge, Louise Hansen Trust, Harris Land and Cattle LLC, Marjorie Jackson, Norman and Deborah Jo Johannesen, David and Sarah Johnson, Jameson and Larose Kelly, L and M Fishing and Camping LLC Co., Michael Linde, Mario Machado, Robert and Valery McKee, Houston and Diane Muthart, Myers and Aquarian LLC Co., Panther Canyon Development LLC Co., Kevin Peak, Avriel Platz, Dustin Silva and Heather Becker, Dustin Silva and Jeremy Dean and Kimberly Salt, Trent Slate and Shannon and Cassandra Taliaferro, Joshua Sweet, Shannon and Cassandra Taliaferro, Gary and Jeanette Trone, Janice Umina, Evan Wilson and Kristin O Conner.

The contract on the aforementioned land,
(APN 217-211-008 et al) therefore, will terminate on February 1, 2026.



Kathy Hayes, Clerk of the Board

County of Humboldt

cc: Assessor

County Counsel

Department of Conservation

Property owners

5-31-16
Date

ATTACHMENT B

BMR, McKee, and Crandall Protests of Non-Renewal

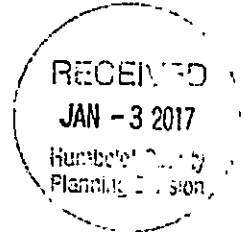
December 28, 2016

To: Humboldt County Board of Supervisors
825 5th St Rm 111
Eureka CA 95501

From: Buck Mountain Ranch
PO Box 400
Whitethorn CA 95589

605:AV
cc: Planners
RECEIVED
BOARD OF SUPERVISORS

DEC 29 2016
AM
JAN 1 2017
PM
JAN 4 2017



To the Humboldt County Board of Supervisors:

Buck Mountain Ranch received a letter dated June 1, 2016, from Mr. Rob Wall (Planning and Building Department) serving notice that the Board of Supervisors is nonrenewing the Arthur Tooby Land Conservation Contract; the letter included the Notice of Nonrenewal. Mr. Wall advised the property owner may file a written protest of the notice of nonrenewal within 30 days of the contract renewal date.

This letter is Buck Mountain Ranch's written protest of the provided Notice of Nonrenewal of the Arthur Tooby (Tooby Ranch) Contract recorded on February 25, 1977 in Volume 1397, Page 151 of Official Records.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. McKee".

Robert C McKee

For Buck Mountain Ranch

bos: AV
cc: Abucavins

December 28, 2016

To: Humboldt County Board of Supervisors
825 5th St Rm 111
Eureka CA 95501

RECEIVED
BOARD OF SUPERVISORS
DEC 29 2016 PM 4:56

From: Robert And Valery McKee
PO Box 400
Whitethorn CA 95589

To the Humboldt County Board of Supervisors:

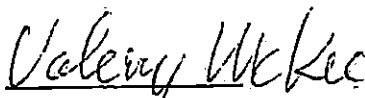
We received a letter dated June 1, 2016, from Mr. Rob Wall (Planning and Building Department) serving notice that the Board of Supervisors is nonrenewing the Arthur Tooby Land Conservation Contract; the letter included the Notice of Nonrenewal. Mr. Wall advised the property owner may file a written protest of the notice of nonrenewal within 30 days of the contract renewal date.

This letter is our written protest of the provided Notice of Nonrenewal of the Arthur Tooby (Tooby Ranch) Contract recorded on February 25, 1977 in Volume 1397, Page 151 of Official Records.

Sincerely,



Robert C McKee



Valery McKee

by Robert C McKee
her attorney in fact.

30 November 2016

To:
Jeffery Blanck, County Counsel
Humboldt County Board of Supervisors
825 5th Street, Room 110
Eureka, CA 95501

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

cc: Kathy Hayes, Clerk of the Board - Humboldt County Board of Supervisors;
John Ford, Director, Planning and Building Department - Humboldt County

Subject: County of Humboldt - NOTICE OF NONRENEWAL

Reference: 1) Wall letter to Crandall, 01June2016
1a) attachment: NOTICE OF NONRENEWAL (copy included herein)

To Jeffery Blanck, County Counsel, Humboldt County Board of Supervisors:

I received the Reference 1 letter from Mr. Rob Wall, Director, Planning and Building Department stating the intent of the Humboldt County Board of Supervisors to nonrenew our land conservation contract. The letter advised the property owner may file a written protest within 30 days of the contract renewal date.

In preparing my protest, I reviewed the attached notice of nonrenewal and cannot determine its validity or intent. There is no document control number, execution signature, or date on the provided notice and it is unclear what land conservation contract this draft document intends to affect. There are two different contracts listed in the attached notice:

page 1: Tooby Ranch, 25 February 1977, Volume 1397, Page 166, Official Records

page 2: Tooby & Prior Inc., 25 February 1997, Volume 1397, Page 151, Official Records

Neither description correctly describes any contract. In addition, the APN listings are indeterminate (and unnecessary) as contract-lands are legally described within the contract, and not by APN.

According to procedure, the County shall serve executed written notice of nonrenewal of the contract upon the other party (landowner) in advance of the annual renewal date of the contract.

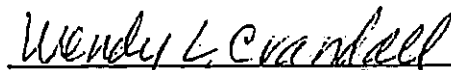
I require an executed/dated notice of nonrenewal which correctly describes a (the) valid contract. If an executed and correct nonrenewal notice is served to Crandall upon the Tooby Ranch land conservation contract¹, we will and do protest that county initiated nonrenewal and/or notice.

The execution of this correction should be handled with propriety to enable our rightful protest.

Respectfully,



Thomas P. Crandall



Wendy L. Crandall

¹ Tooby Ranch, 25 February 1977, Volume 1397, Page 151, Official Records.

ATTACHMENT C

Arthur Tooby Land Conservation Contract No. 77-30

3892

33

RECEIVED

DEC 28 2000

HUMBOLDT COUNTY
BUILDING DEPARTMENT

3892

LAND CONSERVATION CONTRACT

THIS CONTRACT is dated this 1st day of February,
1977, by and between ARTHUR H. TOOBY
_____, hereinafter 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 he owns certain land particularly
described hereinafter, which is presently devoted to agricultural
and compatible uses; and

WHEREAS, said land is located in an agricultural preserve
heretofore established by COUNTY by Resolution No. 77-19; and

WHEREAS, both OWNER and COUNTY desire to establish binding
restrictions which will limit the use of said land to agricultural
and compatible uses;

NOW, THEREFORE, the parties agree as follows:

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) and is subject to all the provisions of
said Act as it now exists.
2. The land to which all provisions of this contract shall
apply is described in Exhibit "A" attached hereto.
3. During the term of this contract or any extension thereof;
the land described herein shall not be used for any purpose other
than agricultural uses, as defined by said Act, or those "compatible

"Form LOC-1977"

3292

uses" as set forth in Resolution No. 77-19.

4. This contract shall be effective on the date first written above, hereinafter the anniversary date, and shall remain in effect and shall be 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.

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.

6. Land subject to this contract may not be divided into parcels of less than 160 acres except for purposes of rental or lease for agricultural and compatible uses provided no additional dwellings shall be constructed or placed upon such divided parcels.

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.

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 postage prepaid addressed to ARTHUR H. TOOBY

P. O. Box-5, Fairfield, California 94533,
or at such other address OWNER may hereafter designate in writing. Delivery shall be deemed complete the day after the date of mailing.

9. This contract may be dated by COUNTY to correspond with the date its Chairman was authorized to execute this contract.

IN WITNESS WHEREOF, the parties hereto have executed the

2882

within contract.

COUNTY OF HUMBOLDT

By *Art Tooby*
Chairman of the Board of Supervisors
of the County of Humboldt, State of
California.

(SEAL)

ATTEST:

DONALD R. MICHAEL
County Clerk and ex officio Clerk
of the Board of Supervisors of the
County of Humboldt, State of California.

By *Don L. Smith*

OWNER(S)

Arthur H. Tooby
Arthur H. Tooby

2892

Feb 8-1977

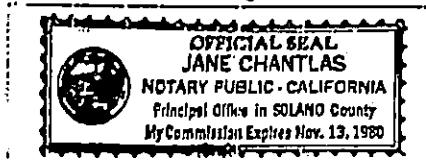
This document is signed by me and is subject to it being modified with the exclusions that have been contained in my letter of February 8, 1977 to John L. Cook.

Arthur H. Tooby

Acknowledgment - General

STATE OF CALIFORNIA, } ss.
County of Solano

On February 8, 1977, before me, Jane Chantlas,
a Notary Public whose principal place of business is in the County of Solano,
State of California, personally appeared Arthur H. Tooby
known to me to be the person named in the within instrument, and whose name is subscribed
thereto, and acknowledged to me that he executed the same.



ATTORNEY'S PRINTING SUPPLY FORM NO. 6
REV. AUGUST 1, 1972

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year in this
certificate first above written.

Jane Chantlas

DESCRIPTION PAGE OF PRELIMINARY REPORT ORDER NO. 147336-I LJS

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

The East half of the Southwest Quarter of Section 21, Township 4 South, Range 4 East, Humboldt Meridian, according to the official United States Government Survey.

EXCEPTING THEREFROM, HOWEVER, all the oil and gas in said lands, and to it, or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law, all as excepted and reserved in the Patent dated February 12, 1973 issued by the United States of America to Harwood Investment Company and recorded March 8, 1973 in Book 1180 of Official Records at page 505, under Recorder's File No. 3977, Humboldt County Records.

EXCEPTION: Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977 by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-1"

ARTHUR H. TOOBY

DESCRIPTION PAGE OF PRELIMINARY REPORT ORDER NO. 147336-II LJS

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

3893
The east half of the southwest quarter of Section 18, Township 4 South, Range 5 East, Humboldt Meridian, containing 80 acres, according to the Official Government Survey thereof.

EXCEPTION: Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977, by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-2"

ARTHUR H. TOOBY

DESCRIPTION PAGE OF PRELIMINARY REPORT ORDER NO. 217336-G TJS

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

PARCEL ONE

The southeast quarter of the southwest quarter, and the south half of the southeast quarter of Section 25 in Township 4 South, Range 4 East, Humboldt Meridian.

PARCEL TWO

The east half of the southwest quarter of Section 20, Township 4 South, Range 4 East, Humboldt Meridian.

EXCEPTION

Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1110 on January 25, 1977, by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-3"

ARTHUR H. TOOBY

DESCRIPTION PAGE OF PRELIMINARY REPORT ORDER NO. 217316-F LJS

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

PARCEL ONE

All of that portion of the northwest quarter of Section 21, Township 4 South, Range 5 East, Humboldt Meridian, that lies on the west side of Jewett Creek.

Excepting therefrom the tanbank as reserved in the deed from Halbert E. Baldwin and Queen Baldwin, his wife to E. N. Tooby recorded April 22, 1927 in Book 181 of Deeds page 62.

PARCEL TWO

BEGINNING at the center of Section 1, Township 4 South, Range 4 East, Humboldt Meridian;
thence west 198.00 feet;
thence south 198.00 feet;
thence east 396.00 feet;
thence north 198.00 feet;
and thence west 198.00 feet to the point of beginning.

EXCEPTION

Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977 by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-4"

ARTHUR H. TOOBY

DESCRIPTION PAGE OF PRELIMINARY REPORT ORDER NO. 147336-E LJS

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

The north half of the northwest quarter of SECTION 13; and
The east half of the northeast quarter of SECTION 14;
ALL IN TOWNSHIP 4 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN.

EXCEPTION: Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977, by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-5"

ARTHUR H. TOOBY

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

PARCEL ONE

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 3 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 34: The southeast quarter of the northeast quarter.
EXCEPTING THEREFROM that portion thereof, which lies west of the County Road, known as Harris Road.
- SECTION 35: The south half of the northwest quarter; the south half of the northeast quarter; and the south half.
- SECTION 36: The south half of the southwest quarter and the south half of the southeast quarter.

PARCEL TWO

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 1: The southwest quarter and the north half.
EXCEPTING FROM the southwest quarter of said Section 1, all that portion thereof lying within the land located at the northeast corner of said southwest quarter as described in the deed from Benjamin Gillespie and Martin J. Weber to Fort Seward School District, dated June 13, 1888 and recorded November 29, 1888 in Book 33 of Deeds at page 28.
- SECTION 2: All that portion of the southeast quarter of the northwest quarter and all that portion of the southwest quarter, lying east of the public road, called Harris Road;
Lots 3 and 4 and the east half.
EXCEPTING FROM said Lot 4, the land described in the deed from Benjamin Gillespie to L. C. Tuttle, dated January 19, 1893 and recorded January 25, 1893 in Book 45 of Deeds at page 221.
- SECTION 11: All that portion of the east half of the northwest quarter and all that portion of the east half of the southwest quarter, which lies east of the public road, called Harris Road; and
The east half.
- SECTION 12: The west half of the southwest quarter; the west half of the northwest quarter; and the northeast quarter of the northwest quarter.

EXCEPTION

Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977, by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-6" ARTHUR H. TOOPY

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

2892 BEGINNING at the corner common to Sections 29, 30, 31 and 32 in Township 4 South, Range 5 East, Humboldt Meridian; and running thence north 0 degrees 45 minutes West 20 chains to a post; thence west 18.59 chains to a point in the middle of the county road; thence following the courses of said road and in the middle thereof as follows:
 south 12 degrees east 2.74 chains;
 north 84 1/2 degrees east 2.50 chains;
 east 2.25 chains;
 south 66 degrees east 1.87 chains;
 south 38 degrees east 1 chain;
 south 29 degrees east 2.29 chains;
 south 15 degrees east 2.00 chains;
 south 20 degrees west 4.29 chains;
 south 29 degrees east 1.80 chains;
 south 40 1/2 degrees east 3.00 chains;
 south 12 1/2 degrees east 1.50 chains;
 south 56 1/2 degrees east 3.09 chains;
 south 73 degrees west 3.34 chains; and thence east 8.53 chains to the point of beginning.

Being a portion of the southeast quarter of the southeast quarter of Section 30, in Township 4 South, Range 5 East, Humboldt Meridian, and containing 21.15 acres, more or less.

ALSO BEGINNING at the corner common to Sections 29, 30, 31 and 32 in Township 4 South, Range 5 East, Humboldt Meridian; and running thence south 7.87 chains to a point in the middle of the County road; thence in a northerly direction and in the middle of said road with the following courses, to-wit:
 North 76 degrees West 1.50 chains;
 North 54 degrees west 1.29 chains;
 North 87 1/2 degrees west 3.50 chains;
 North 66 1/2 degrees west 2.10 chains;
 North 53 degrees west 6.23 chains;
 North 81 degrees east 3.74 chains;
 North 27 1/2 degrees east 1.59 chains;
 and thence east 8.53 chains to the point of beginning.

Being a portion of the Northeast Quarter of the Northeast Quarter of said Section 31, and containing 6.62 acres, more or less.

EXCEPTION: Those areas as shown on approved Timber Preserve Zoning Maps as Adopted by Ordinance No. 1119 on January 28, 1977 by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 6.7 (Timberland); Article 1, Section 51100 A.

EXHIBIT "A-7"

ARTHUR H. TOOBY

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

PARCEL ONE

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 19: The southeast quarter of the northwest quarter.
- SECTION 21: The southeast quarter of the southeast quarter and The west half of the southeast quarter.
- SECTION 28: The northwest quarter of the northeast quarter and The north half of the northwest quarter.
- SECTION 29: The northeast quarter of the northeast quarter.

PARCEL TWO

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 3 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 24: That portion of the southeast quarter of the southeast quarter of said Section 24, described as follows:
BEGINNING at the southeast corner of said Section 24;
thence north 415 feet;
thence west 415 feet;
thence south 415 feet to the section line;
thence east on same 415 feet to the point of beginning.
- SECTION 25: ENTIRE SECTION, EXCEPTING THEREFROM, however, the following:
(a) The lands described in the deed from Western Livestock Co., a California corporation, to John Frazier and wife, dated February 17, 1949 and recorded April 27, 1949 in Book 92 of Official Records page 504, under Recorder's File No. 3807.
(b) The lands described in the deed from Western Livestock Company, a corporation, to James O. Johnson and wife, dated December 7, 1964 and recorded October 7, 1965 in Book 855 of Official Records page 99, under Recorder's File No. 16648.
(c) The lands described in the deed from Western Livestock Company, a California corporation, to the State of California, dated March 29, 1967 and recorded May 25, 1967 in Book 923 of Official Records page 99, under Recorder's File No. 7424.
(d) That portion lying West of Highway 101.

DESCRIPTION PAGE TWO OF PRELIMINARY REPORT ORDER NO. 147336- LJS
PARCEL THREE

These portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 19: The southeast quarter of the southwest quarter;
The south half of the northeast quarter; and
The southeast quarter.
- SECTION 20: The southwest quarter of the northwest quarter;
The west half of the southwest quarter; and
The southeast quarter.
- SECTION 21: The west half of the southwest quarter.
- SECTION 28: The northeast quarter of the northeast quarter;
The south half of the north half; and
The south half.
- SECTION 29: The southeast quarter of the northeast quarter;
The west half of the northeast quarter;
The northwest quarter;
The southwest quarter; and
The southeast quarter.
- SECTION 30: ENTIRE SECTION.
- SECTION 32: The northwest quarter of the northwest quarter;
The east half of the west half; and
The east half.
EXCEPTING, HOWEVER, from the southeast quarter of the southeast quarter of said Section 32, the lands described in the deed from Western Livestock Company, a California corporation, to Curtis W. Benbow and wife, dated January 25, 1955 and recorded February 28, 1955 in Book 381 of Official Records page 64, under Recorder's File No. 3129.
- SECTION 33: The north half of the southeast quarter; and
The northeast quarter;
The west half.

PARCEL FOUR

Lot 1 of Section 5, Township 5 South, Range 4 East, Humboldt Meridian.

PARCEL FIVE

That portion of the northeast quarter of the northwest quarter of Section 25, Township 4 South, Range 3 East, being more particularly described as follows:

BEGINNING at a point located 612.93 feet south and 1928.53 feet east of the northwest corner of said Section 25;
thence north 87 degrees 22 minutes east, 80.00 feet;
thence north 21 degrees 08 minutes east, 80.00 feet;
thence south 54 degrees 15 minutes west, 134.01 feet to the point of beginning.

EXCEPTION

Those areas as shown on approved Timber Preserve Zoning Maps as adopted by Ordinance No. 1119 on January 25, 1977 by the Humboldt County Board of Supervisors. The above is consistent with Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter 8.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-B"

ARTHUR H. TOKBY

The land referred to in this report is situated in the State of California, County of Humboldt and is described as follows:

PARCEL ONE

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 4 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 13: The east half of the southeast quarter, the southwest quarter of the southeast quarter, the southeast quarter of the southwest quarter, the west half of the southwest quarter and the southwest quarter of the northwest quarter.
- SECTION 14: The southwest quarter of the northwest quarter, the east half of the northwest quarter, the west half of the northeast quarter and the south half.
- SECTION 15: The southeast quarter of the northeast quarter, the northeast quarter of the southeast quarter and the south half of the southeast quarter.
- SECTION 22: The southwest quarter of the southwest quarter, the east half of the southwest quarter, the east half of the northwest quarter and the east half.
- SECTION 23: THE WHOLE THEREOF.
- SECTION 24: THE WHOLE THEREOF.
- SECTION 25: The north half of the south half and the north half.
- SECTION 26: The north half of the northeast quarter and the northwest quarter.
- SECTION 27: THE WHOLE THEREOF.

PARCEL TWO

Those portions of the hereinafter designated Sections, all of which are located in TOWNSHIP 4 SOUTH, RANGE 5 EAST, HUMBOLDT MERIDIAN, being more particularly described as follows:

- SECTION 17: The south half of the southwest quarter.
- SECTION 18: LOTS 3 and 4.
- SECTION 19: LOTS 1, 2, 3 and 4, the east half of the west half, the northwest quarter of the southeast quarter and the northeast quarter.
- SECTION 20: The north half.
- SECTION 30: LOTS 1, 2, 3 and 4, the east half of the west half and the south half of the southeast quarter.
EXCEPTING FROM the southeast quarter of the southeast quarter of said Section 30, the 21.15 acre parcel of land described in the deed from J.W. Henderson to E. Norton Tooby, dated June 21, 1902 and recorded

-CONTINUED-

3892

(Section 30 Continued)

April 23, 1903 in Book 84 of Deeds at page 291,
Humboldt County Records.

SECTION 31: LOT 1, the east half of the northwest quarter, the
northwest quarter of the northeast quarter and the
east half of the northeast quarter.
EXCEPTING FROM the northeast quarter of the northeast
quarter of said Section 31, the 6.62 acre parcel of
land described in the deed from J.W. Henderson to
E. Norton Tooby, dated June 21, 1902 and recorded
April 23, 1903 in Book 84 of Deeds at page 291,
Humboldt County Records.

EXCEPTION

Those areas as shown on approved Timber Preserve Zoning maps as
adopted by Ordinance No. 1119 on January 25, 1977 by the Humboldt
County Board of Supervisors. The above is consistent with
Assembly Bill No. 1258 (Forest Taxation Reform Act), Chapter
6.7 (Timberland), Article 1, Section 51100 A.

Also excluding the South 1/2 of the South 1/2 of Section 13 and
excluding that portion of Section 24 lying northeast of Harris
Road, T.4S., R.4E.

Also excluding the South 1/2 of the South 1/2 of Section 13 and
excluding that portion of Section 24 lying northeast of Harris
Road, T. 4S., R 4E.

3892

RECORDED AT REQUEST OF

County Clerk

VOL 1397 OFFICIAL
RECORDS PC 151

FEB 25 8 58 AM 1977

HUMBOLDT COUNTY RECORDS
GRACE JACKSON, RECORDER

Grace Jackson
DEPUTY

FEE \$ None

EXHIBIT "A-9"

ARTHUR H. TOOBY (15)

Ret. Board of Supervisors

33

12275

RECEIVED REQUEST OF
COUNTY OF HUMBOLDT

1771 FICIAL
RECORDS Pg 903

JUL 10 11 43 AM '85

AMENDMENT TO LAND CONSERVATION CONTRACT

(2) This Amendment is dated this 10th day of MAY, 1985, by and between ARTHUR TOOBY, hereinafter 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 and County entered into a Land Conservation Contract dated February 1, 1977, which established an agricultural preserve over lands of the Owner by County Resolution Number 77-19;

WHEREAS, both the Owner and the County desire to amend said contract to reflect a lot line adjustment of the Owner to adjoining property, the result of which will be to maintain the same amount of land designated as an agriculture preserve under the Land Conservation Contract dated February 1, 1977.

NOW, THEREFORE, the parties agree as follows:

1. The following land is to be excluded from the Land Conservation Contract dated February 1, 1977:

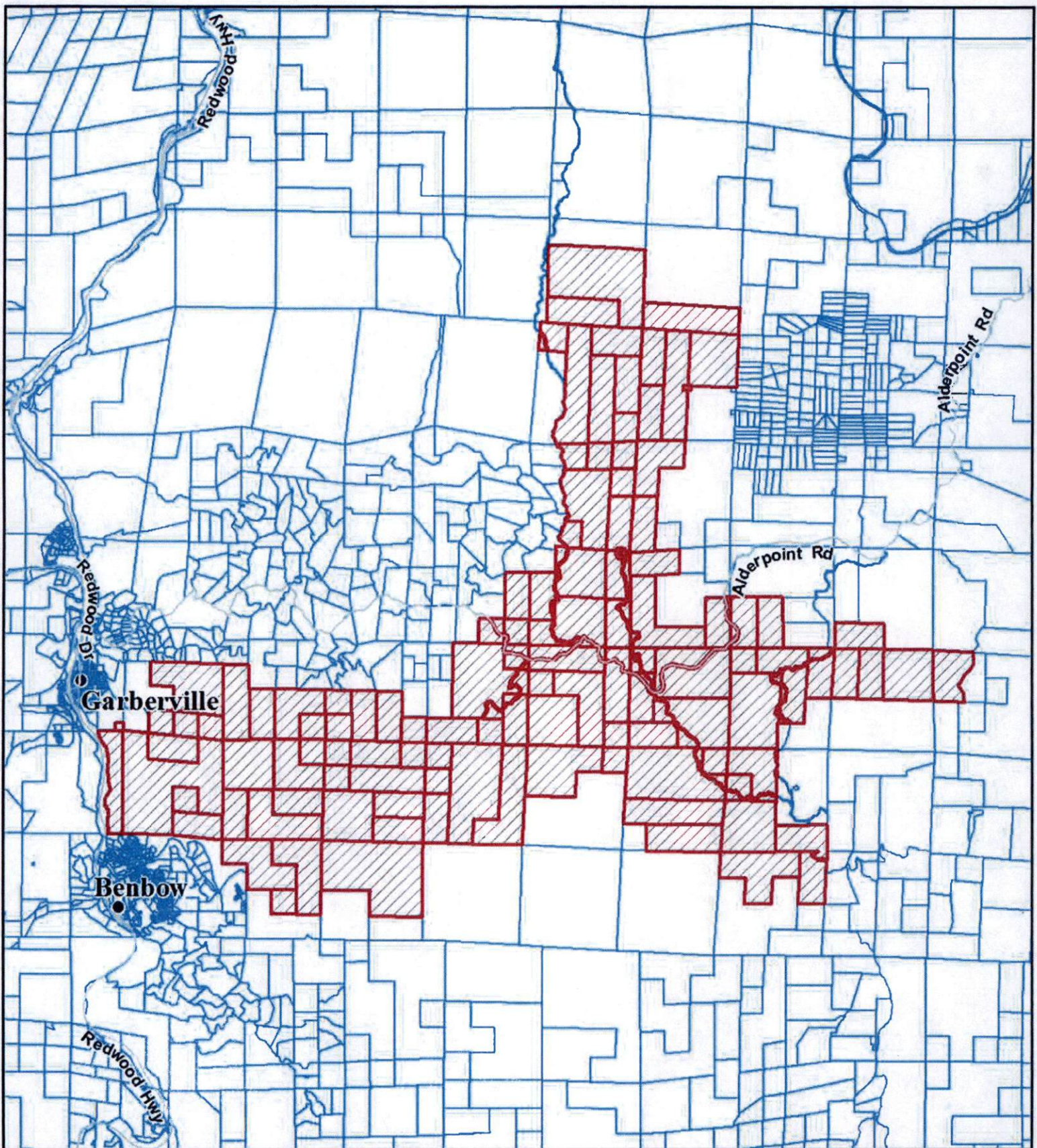
BEGINNING at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 19, Township 4 South, Range 5 East, Humboldt Base and Meridian; thence, N 89° 19' 25" W, 75.00 ft. along the 1/4-1/4 Section subdivision line; thence, S 03° 49' 43" E, 676.14 ft.; thence, N 02° 32' 11" E, 674.41 ft. along the quarter section line to the point of beginning. Containing therein 0.58 acres more or less.

2. The following land is to be added to the Land Conservation Contract dated February 1, 1977:

BEGINNING at the Southeast corner of the Southeast quarter of Section 19, Township 4 South, Range 5 East, Humboldt Base and Meridian; thence N, 02° 32' 11" E, 674.25 ft. along the quarter section line; thence S, 03° 49' 43" E, 676.22 ft.; thence, N 89° 08' 39" W, 75.00 ft. along the South line of said Section 19 to the point of beginning. Containing therein 0.58 acres more or less.

ATTACHMENT D

Location Map

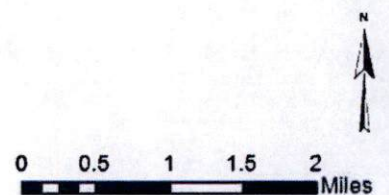


LOCATION MAP

Project Area = 

TOOBY RANCH AGRICULTURAL PRESERVE
AGPN-15-005
GARBERVILLE AREA
APN: 216-081-008 et seq

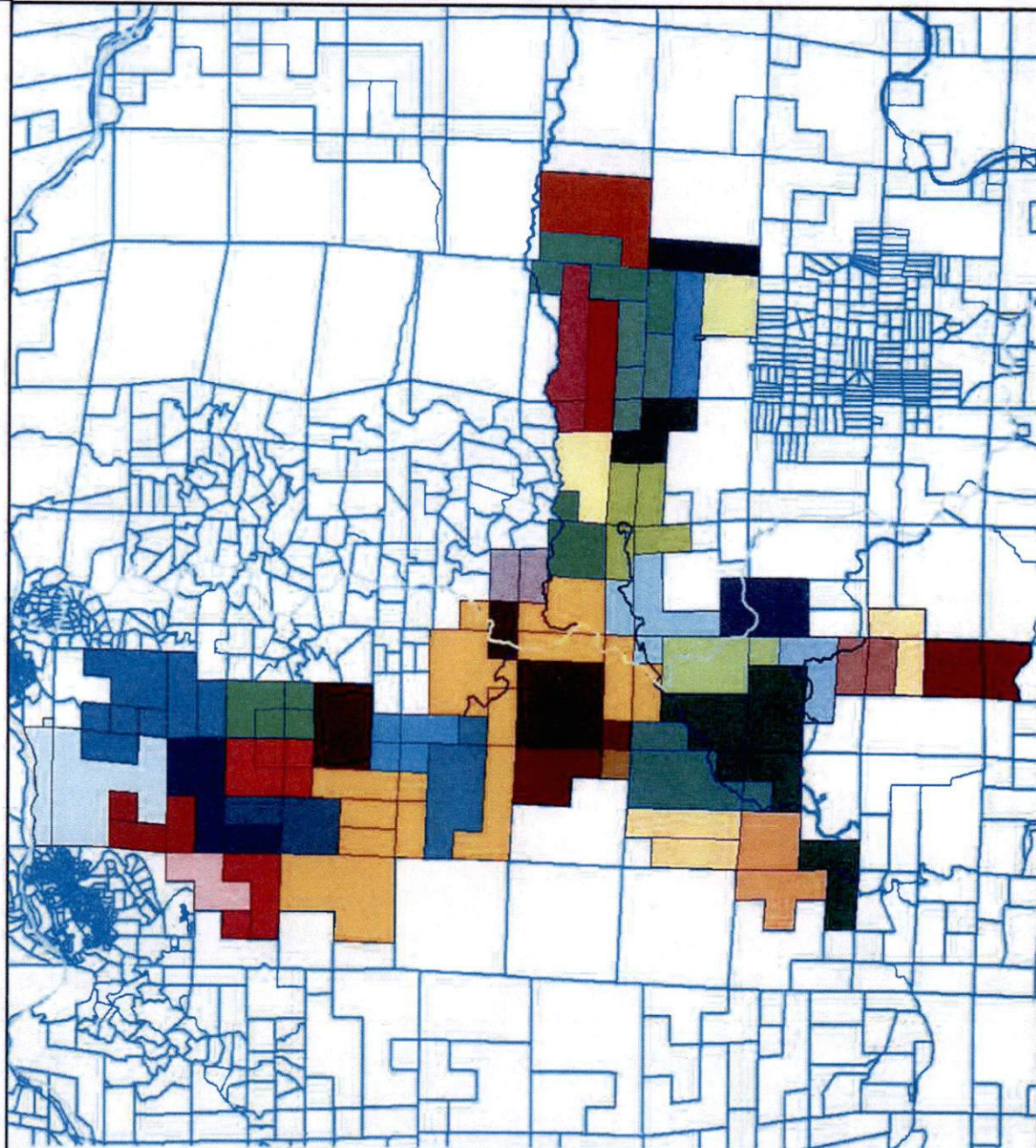
This map is intended for display purposes and should not be used for precise measurement or navigation. Data has not been completely checked for accuracy.



ATTACHMENT E
Ownership Map

Owners & Acreage

AQUARIAN JOURNEY & RACHAEL A HWJT, 162.82, AC
AQUARIAN JOURNEY CUST, 781.12, AC
BIONDINI JUSTIN SM, 277.57, AC
BUCK MOUNTAIN RANCH LIMITED PARTNERSHIP PT, 1932.96, AC
BULLOCK KENNETH G SM, 244.36, AC
CARDOZA THOMAS M JR & JESSE R SM, 187.04, AC
CARR DYLAN T & HOLLY M HWJT, 326.41, AC
COOK DOUGLAS J SM, 160.33, AC
CRANDALL THOMAS P & WENDY L HWJT, 447.87, AC
CUMERO FRANCESCA SW, 168.73, AC
CURRAN BOHDAN UM, 355.38, AC
CUSHMAN SAM D SM, 279.36, AC
DEAD END DEVELOPMENT CR, 245.78, AC
DEVITO SEAN B SM, 245.36, AC
ED LAND AND TIMBER PARTNERSHIP PT, 165.65, AC
FLOYD WALLACE C & RYAN UMJT, 151.17, AC
GRAVES SCOTT W & STACY C TR, 367.61, AC
HAFENECKER-DODGE TOBIAS SM, 326.7, AC
HANSEN LOUISE TR, 250.85, AC
HARRIS LAND & CATTLE LLC, 563.42, AC
JACKSON MARJORIE J UW, 245.18, AC
JOHANNESSEN NORMAN A JR & DEBORAH JO HWJT, 323.35, AC
KELLY JAMESON L & LAROSE M HWCPRS, 199.13, AC
L & M FISHING AND CAMPING LLC CO, 299.01, AC
LINDE MICHAEL SM, 205.88, AC
MACHADO MARIO III SM, 355.62, AC
MCKEE ROBERT C & VALERY TR, 188.51, AC
MUTHART HOUSTON & DIANE M HWJT, 200.12, AC
MYERS & AQUARIAN LLC CO, 160.46, AC
PANTHER CANYON DEVELOPMENT LLC CO, 200.11, AC
PEAK KEVIN SM, 294.56, AC
PLATZ AVRIEL SM, 162.29, AC
SILVA DUSTIN & BECKER HEATHER SWJT, 270.99, AC
SILVA DUSTIN J & DEAN JEREMY J & SALT KIMBERLY J S, 247.8, AC
SLATE TRENT & TALIAFERRO SHANON & CASANDRA TR, 409.49, AC
SWEET JOSHUA A SM, 604.27, AC
TALIAFERRO SHANON & CASANDRA & SLATE TRENT MS, 40.67, AC
TALIAFERRO SHANON & CASANDRA TR, 41.73, AC
TRONE GARY L & JEANETTE M HWJT, 204.33, AC
UMINA JANICE F TR, 173.82, AC
WILSON EVAN & OCONNOR KRISTEN HWJT, 173.79, AC

**TOOBY RANCH AGRICULTURAL PRESERVE****AGPN-15-005****GARBERVILLE AREA****APN: 216-081-008 et seq**

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.

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Mile:

ATTACHMENT F
Resolution Denying the Protest and Upholding Notice of Non-Renewal

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of January 24, 2017

RESOLUTION NO. 17-14

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT
DENYING THE PROTESTS AND AFFIRMING THE DECISION TO NON-RENEW THE
TOOBY LAND CONSERVATION CONTRACT**

WHEREAS, the County of Humboldt is authorized to serve notice of non-renewals of Land Conservation Contracts pursuant to the California Land Conservation Act of 1965 (hereafter the "Act") and the County's Resolution Establishing Guidelines for Agricultural Preserves (hereafter the "Guidelines"); and

WHEREAS, the County of Humboldt held a public hearing on May 31, 2016 and determined to serve Notice of Non-Renewal of the Land Conservation Contract for the Arthur Tooby Ranch; and

WHEREAS, a Notice of Intent to Serve Notice of Non-Renewal was sent to property owners on June 1, 2016 advising owners of their right to protest the Notice of Non-Renewal; and

WHEREAS, Buck Mountain Ranch, Robert and Valery McKee, and Thomas and Wendy Crandall are owners of a portion of the Arthur Tooby Ranch and have submitted protests of the Notice of Non-Renewal pursuant to Section 51245 of the California Government Code and the County Guidelines; and

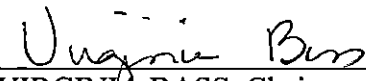
WHEREAS, the Board of Supervisors has held a public hearing on January 24, 2017 to consider the protests of Notice of Non-Renewal submitted by Buck Mountain Ranch, Robert and Valery McKee, and Thomas and Wendy Crandall; and

WHEREAS, the Board of Supervisors has determined that the entirety of the Tooby Ranch land, including those owned by Buck Mountain Ranch, Robert and Valery McKee, and Thomas and Wendy Crandall, are not in compliance with the terms of the Land Conservation Contract and the County's Guidelines due to the division of the ranch into units below 600 acres and the previous cessation of agricultural activities.

NOW, THEREFORE be it resolved, determined, and ordered by the Board of Supervisors that:

1. The Board of Supervisors denies the protests in full, and upholds the May 31, 2016 decision to serve Notice of Non-Renewal of all of the lands within the Arthur Tooby Land Conservation Contract.

Dated: January 24, 2017



VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Sundberg, seconded by Supervisor Wilson, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of January 24, 2017

RESOLUTION NO. 17-14

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL

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