



AGENDA ITEM NO.

C-7

COUNTY OF HUMBOLDT

For the meeting of February 21, 2017

Date: February 1, 2017

To: Board of Supervisors

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

Subject: **Successor Land Conservation Contract**

Successor contract for William Etter, new owner of a portion of the Donald Etter Class "B" Agricultural Preserve; Petrolia area
Case Number: AGP-16-008
Assessor Parcel Numbers (APNs): 104-111-002, 104-111-003, 104-281-003, 104-291-001, 104-121-017

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 JWZ Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

William Etter
PO Box 41
Honeydew, CA 95545

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

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

Dated: February 21, 2017

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 has been in the Williamson Act program since 1980 when it was established as the approximately 600 acre Donald Etter Class B agricultural preserve. The property has been used for cattle grazing continuously since its establishment as an agricultural 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 July of 2016 the property was transferred in its entirety from John H. Petersen to William J. Etter, who continues to utilize the property for cattle grazing 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, William Etter, 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 William Etter 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.

BOARD'S STRATEGIC FRAMEWORK:

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 William Etter 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 (legal description)
Exhibit B (map)

ATTACHMENT A

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

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)

2017-004006

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

Pages: 10

Recording Fee: \$ 0.00

Tax Fee: \$0

Clerk: gw Total: \$0.00

Mar 06, 2017 at 03:11:50

*** CONFORMED COPY ***

SUCCESSOR LAND CONSERVATION CONTRACT

THIS CONTRACT is dated this 21 day of February, 2017, by and between William J. Etter, referred to as OWNER, John N. Petersen, as Trustee of the 2000 John N. Petersen Trust dated June 15, 2000, 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 **B** Agricultural Preserve heretofore established by COUNTY by Resolution No. 79-21; and

WHEREAS, OWNER and COUNTY by signing this new Successor Land Conservation Contract mutually agree to rescind the existing contract executed on February 26, 1980 regarding Land Conservation Contract No. 80-17, recorded in Book 1544, Page 161 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 William Etter, PO Box 41, Honeydew, CA 95545 or at such other address OWNER may hereafter designate in writing; notice to BENEFICIARY may be given by mailing it first class postage prepaid addressed to 7128 LONDON DR. EUREKA, CA 95503 or at such other address BENEFICIARY 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

This instrument is a full, true
and correct copy of the original on
file in the office,

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

By Brooke Eberhardt

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 6 day of March, 20 17, before me, Catherine Whitman Munsee Public

Notary, personally appeared Virginia Ann Bass 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 is true and correct.

Witness my hand and official seal.

Catherine Whitman Munsee (seal)
Signature



Owners of Record

By 
William J. Etter
By _____

By _____

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:

By 
John N. Petersen

By _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel

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 December 7, 2016 before me, R. Christiansen a Notary Public, personally appeared

John N. Petersen and William J. Etter, 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: R. Christiansen

My commission expires: May 14, 2019

(This area for official notarial seal)



PARCEL 1

The West Half of the northeast quarter, Lot 1 of the northwest quarter (the east half of the northwest quarter), south half of Lot 2 of the northwest quarter (the southwest quarter of the northwest quarter), the west half of the southeast quarter, and Lots 1 and 2 of the southwest quarter (southwest quarter) of Section 19, Township 2 South, Range 1 West, Humboldt Base and Meridian;

EXCEPTING THEREFROM the portion thereof lying southerly of a line described as follows:

BEGINNING on the west line of said Section 19 at a point distant northerly thereon 1499 feet from the southwest corner of said Section 19:

thence north 46 degrees 21 minutes east 311.9 feet;
thence north 58 degrees 10 minutes east 138.2 feet;
thence north 56 degrees 32 minutes east 370 feet;
thence north 66 degrees 30 minutes east 494.5 feet;
thence south 43 degrees 34 minutes east 151.9 feet;
thence south 57 degrees 42 minutes east 432.6 feet;
~~thence south 41 degrees 28 minutes east 362 feet;~~
thence south 15 degrees 34 minutes east 457.7 feet;
thence south 16 degrees 12 minutes east 443.6 feet;
thence south 41 degrees 11 minutes west 172.5 feet;
thence south 51 degrees 26 minutes east 159.1 feet;
thence south 52 degrees 06 minutes east 40.1 feet;
thence south 56 degrees 36 minutes east 264.5 feet;
thence south 55 degrees 59 minutes east 92.3 feet, more or less, to the northwesterly line of the land conveyed to Westminster Projects Inc. by Deed recorded April 11, 1960 under Recorder's Serial No. 6018 in the office of the County Recorder of said County;
thence along said northwesterly line north 39 degrees east 84 feet; north 39 degrees east 150 feet, north 57 degrees 30 minutes east 57 feet to an angle point in said northwesterly line;
thence along said northwesterly line north 55 degrees 30 minutes east 107 feet, north 16 degrees west 146 feet, north 34 degrees east 150 feet, north 77 degrees 30 minutes east 100 feet, south 62 degrees 15 minutes east 311 feet to the centerline of the Mattole River;

thence along said center line north 55 degrees 51 minutes east 241.2 feet, north 34 degrees 43 minutes east 245.8 feet, and north 68 degrees 15 minutes east 606 feet, more or less, to the east line of the west half of the southeast quarter of said Section 19.

PARCEL 2

The west half of the northeast quarter, the southeast quarter of the northeast quarter, the east half of the northwest quarter, and the southeast quarter of Section 24, Township 2 South, Range 2 west, Humboldt Base and Meridian; EXCEPTING THEREFROM that portion thereof lying southerly of a line described as follows:

BEGINNING on the quarter section line at a point distant northerly thereon, 481 feet from the quarter section corner on the south line of said Section 24, said point also being in the center of the County Road:

thence along the centerline of the County Road, south 34 degrees 21 minutes east 42.9 feet, south 49 degrees 26 minutes east 204 feet, south 65 degrees 30 minutes east 112.6 feet, north 64 degrees 34 minutes east 95 feet, north 41 degrees 16 minutes east 497.2 feet, north 52 degrees 28 minutes east 360.1 feet, north 59 degrees 54 minutes east 96.3 feet, north 70 degrees 08 minutes east 788.5 feet, north 50 degrees 23 minutes east 269.5 feet, north 81 degrees 32 minutes east 130.4 feet, and south 79 degrees 14 minutes east 356.6 feet to the east line of said Section 24.

ALSO EXCEPTING therefrom that portion thereof described as follows:

BEGINNING at the northwest corner of the northeast quarter of the northwest quarter of said Section;

thence south 750 feet;

thence east 630 feet;

thence north 750 feet;

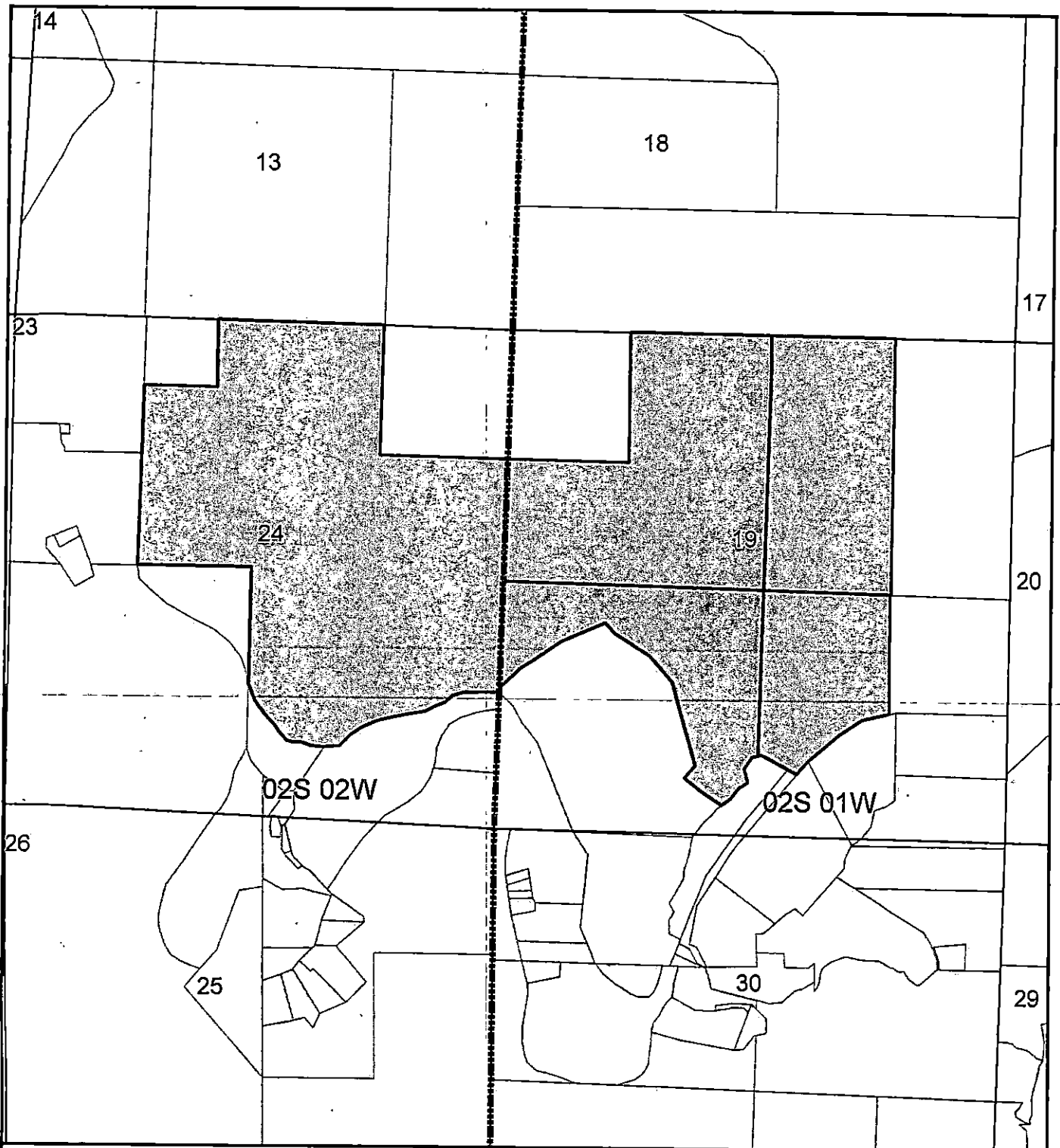
thence west 630 feet to the point of beginning,

said excepted portion containing 10 acres more or less.

ALSO EXCEPTING from Parcel Two above described, that portion thereof conveyed to the County of Humboldt, a political subdivision of the State of California, by the following Deeds:

1. Deed recorded July 26, 1972 in Book 1147, Page 554 of Official Records, under Recorder's Serial No. 12440, and Re-recorded September 14, 1972 in Book 1156, Page 403, Official Records, under Recorder's Serial No. 16307, Humboldt County Records.
2. Deed recorded October 29, 1973 in Book 1213, Page 321, of Official Records, under Recorder's Serial No. 19174, Humboldt County Records.

Area described is shown on Zoning Maps E-41 and F-41.



**PROPOSED W. ETTER
AGRICULTURAL PRESERVE
T2S R2W S24; T2S R1W S19 HB&M (Buckeye Mtn)**

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.

0 0.25 Miles

