



AGENDA ITEM NO.

C-8

## 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 Michael Valk, new owner of a portion of the existing Harold Prior Class "B" Agricultural Preserve; New Harris area

Case Number: AGP-16-007

Assessor Parcel Numbers (APNs): 216-091-005, 216-104-001, 216-123-002, 216-124-002, 216-124-003, 216-124-005, 216-125-005

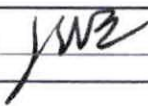
### RECOMMENDATIONS:

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  Human Resources \_\_\_\_\_ Other \_\_\_\_\_

#### TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other \_\_\_\_\_

Michael Valk  
2231 Bell Springs Road  
Garberville, CA 95542

#### PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

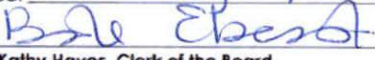
Meeting of: \_\_\_\_\_

#### 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, 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 1975 when it was established as the approximately 9,000 acre Harold Prior Class B agricultural preserve. The property has been used for cattle grazing continuously since its establishment as an agricultural preserve. Prior to amendments in county agricultural preserve guidelines that required county approval of divisions, the preserve was divided into three separate ownership units, all of which complied with the divisional requirements of the county guidelines at the time. At approximately 880 acres the subject property is the smallest of those three ownership units. 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 December of 2015 the property was distributed in its entirety from the Estate of Dorothy and Thorton Smith to Michael Valk, 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, Michael Valk, 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 Michael Valk 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 Michael Valk 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)

APNs: 216-124-002; 216-124-003; 216-124-005;  
216-091-005; 216-125-005; 216-104-001

**2017-004005**

Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: HUMBOLDT CNTY  
Pages: 9

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 Michael Ernest Valk referred to as OWNER, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

**WITNESSETH:**

WHEREAS, OWNERS warrants that they own certain land, portions of which are presently devoted to agricultural and compatible uses, and other portions of which are zoned for timber production and compatible uses, as more particularly described in Exhibit "A" (hereinafter the "Property"); and,

WHEREAS, said Property is located in a Class **B** Agricultural Preserve heretofore established by COUNTY by Resolution No. 75-24; and,

WHEREAS, pursuant to amendments to California statutes governing Land Conservation Contracts, Government Code Section 51246, adopted after a prior owner and COUNTY entered into the existing contract executed on February 26, 1975 regarding Land Conservation Contract No. 75-24, recorded in Book 1277, Page 98 of the Humboldt County records, the COUNTY shall not enter into a new contract or shall renew an existing contract with respect to timberland zoned as timberland production; and,

WHEREAS, OWNERS and COUNTY by signing this new Successor Land Conservation Contract mutually agree to amend Land Conservation Contract No. 75-24, to remove the applicability of this contract as to the Property described in Exhibit A, and simultaneously to enter into this new contract pursuant to Government Code Section 51254 and the County's Williamson Act Guidelines and to establish binding restrictions which will limit the use of the Property to agricultural and incidental compatible uses; and,

WHEREAS, the provisions of this Successor Land Contract shall have no effect on the provisions of Land Conservation Contract No. 75-24 except as to the Property described in Exhibit "A" attached hereto.

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 Property to which all provisions of this contract shall apply is described in Exhibit "A" attached hereto.

Section 3. During the term of this contract or any extension thereof, the Property 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. Separate regulations pursuant to the Humboldt County Zoning Ordinance and state statutes apply to the area of the Property zoned Timberland Productivity Zone (TPZ).

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 c/o **Michael Valk, 2231 Bell Springs Road, Garberville, CA 95542** or at such other address OWNER 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.

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.

The within instrument is a full, true  
and correct copy of the original on  
file in this office.

ATTEST:

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

By Brooke Eberhardt

By Brooke Eberhardt Deputy



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 Michael Ernest Valk  
Michael Ernest Valk  
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:

*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 \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Counsel

# California All-Purpose Acknowledgement

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 November 28, 2016 before me, Jill L. Kemp, Notary Public  
Name of Notary Public, Title

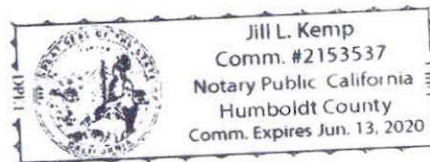
personally appeared Michael Ernest Vaek

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to be 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.

Jill L. Kemp  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgement on unauthorized document and may prove useful to persons relying on the document.

### Description of Attached Document

The preceding Certificate of Acknowledgement is attached to a

Successor Land Consultation Contract  
Title or description of Document

containing 6 pages, and dated November 28, 2016

**EXHIBIT "A"**  
Legal Description

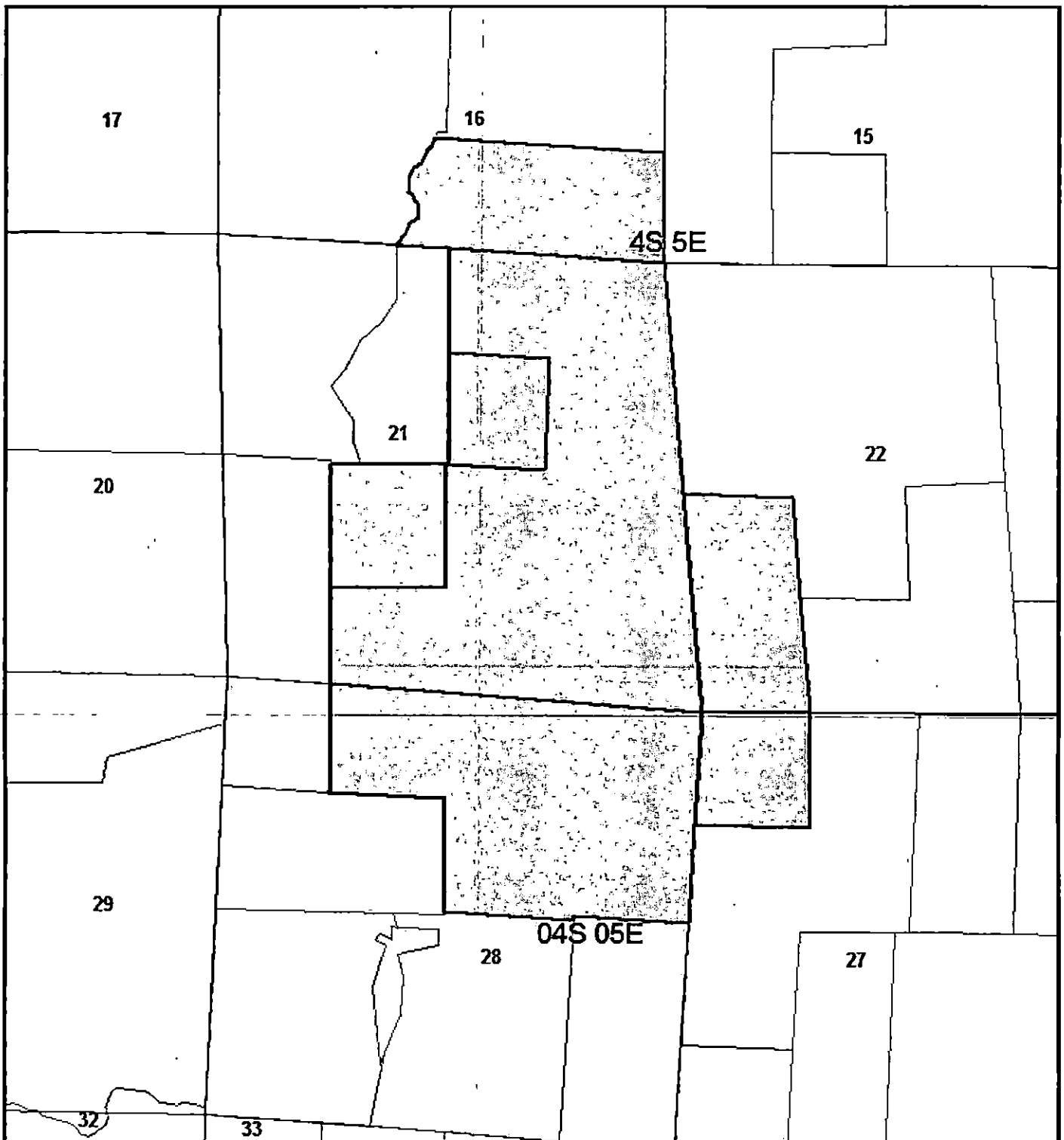
ALL OF THE LAND HEREIN DESCRIBED IN TOWNSHIP 4 SOUTH, RANGE 5 EAST, HUMBOLDT MERIDIAN:

BEGINNING at the southeast corner of Section 16; and running thence north one-fourth of a mile;  
thence west to Jewett Creek;  
thence southerly along the center of the channel of Jewett Creek to the point where it intersects the south line of said Section 16;  
thence east along the section line to the place of beginning.

The northeast quarter of the southwest quarter;  
the north half of the northeast quarter;  
the southeast quarter of the northeast quarter;  
the southeast quarter of the southwest quarter; and  
the southeast quarter of SECTION 21;  
the west half of the southwest quarter of SECTION 22;  
the northwest quarter of the northwest quarter of SECTION 27;  
the northeast quarter; and  
the northeast quarter of the northwest quarter of SECTION 28.

The southwest quarter of the northeast quarter of Section 21; Township 4 South, Range 5 East, Humboldt Meridian.

Excepting those portions of the above property that are zoned Timber Production Zone as shown on the official zoning maps on file with the Planning and Building Department (Zoning Maps V-47, V-48).



**PROPOSED WALK  
AGRICULTURAL PRESERVE  
T04S R05E S16,21-22,27-28 HB&M (Jewett Rock)**

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.

