
MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement"), dated for the convenience of the Parties as of March 16, 2015, 2015, is hereby entered into by and among plaintiffs County of Humboldt and the People of the State of California by and through County Counsel ("County"), and the Secondary-Defendants (as set forth in *Exhibit A*) who sign this Agreement (hereinafter, the "Signing Secondary-Defendants"). County and the Signing Secondary-Defendants are, from time-to-time, individually referred to in this

Agreement as a "Party" and collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the following mutual and interdependent promises, covenants and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree, covenant, represent, and warrant as follows:

RECITALS

A. County and all of the Secondary-Defendants are parties to an action pending in Humboldt County Superior Court entitled *County of Humboldt v. McKee, et al.*, Humboldt County Superior Court Case No. DR020825, which consists, in part, of a Complaint filed on December 31, 2002 by the County against Robert McKee, Valery McKee and Buck Mountain Ranch, LP (collectively "McKee") and the Secondary-Defendants, and amended on September 9, 2011 ("County Lawsuit"). The County Lawsuit alleges that the Secondary-Defendants violated the Williamson Act, the County's Williamson Act Guidelines and the Williamson Act contract pertaining to the Tooby Ranch, and created or allowed the continuation of nuisances on the Tooby Ranch. The Tooby Ranch is subject to a Land Conservation Contract (also known as a Williamson Act contract).

B. In December 2003, the Court bifurcated the County Lawsuit so that Phase I of the case would address only the County's claims against McKee, and Phase II would address only the County's claims against others who had purchased property on the Tooby Ranch, that is, the Secondary-Defendants (the "County's Phase II Claims").

C. Through this Agreement, the County and the Signing Secondary-Defendants now desire to resolve the County's Phase II Claims under the terms and conditions set forth herein.

D. This Agreement is the product of negotiations to resolve disputed claims. Nothing in this Agreement shall constitute an admission of liability by any Party hereto, the liability of which is expressly denied by all Parties hereto.

TERMS AND CONDITIONS

I. EFFECTIVE DATE, PAYMENT & STIPULATED DISMISSAL FOR PHASE II CLAIMS.

A. This Agreement shall become effective on that date that both of the following have occurred: (1) the Agreement is executed by the County and at least one Signing Secondary Defendant; and (2) the Agreement is approved by the County Board of Supervisors (such date referred to as the "Effective Date").

B. Within 10 days after the Effective Date, the Signing Secondary-Defendants shall collectively pay One Hundred Thirty Five Thousand Dollars (\$135,000) in a single payment made payable to the Humboldt County Tax Collector representing back property taxes through the 2014 tax year for any Signing Secondary-Defendant who signs this Agreement at any time. The Parties agree that the Humboldt County Tax Collector shall have authority to allocate and distribute this sum according to all unpaid tax bills currently assessed against the parcels/APN's of the Signing Secondary-Defendants within the former Tooby Ranch, but which shall fully satisfy all unpaid property taxes for all Signing-Secondary Defendants' lands within the former Tooby Ranch through the 2014 tax year. The County agrees to waive all penalties, interest and redemption fees concerning same.

C. Within 10 days after the Effective Date, the Signing Secondary-Defendants shall also collectively tender Thirty Thousand Dollars (\$30,000) in a single payment made payable to the County of Humboldt representing unspecified penalties.

D. Within 10 days after the Parties have performed their respective obligations set forth in items I (A-C) above, the County Assessor will begin the process of recognizing all of the deeds of the Signing Secondary Defendants who signed as of the Effective Date and will complete the process and provide written confirmation no later than 120 days after Signing Secondary Defendant's signature date.

E. Within 10 court days after the Parties have completed all of their respective obligations set forth in Section I (A)-(C) above, the Parties will submit to the Court a "Stipulation of Dismissal & Order" in the form attached hereto as *Exhibit B* which: (1) dismisses the Complaint against, at a minimum, the Signing Secondary-Defendants with prejudice; (2) provides that the County and each Signing Secondary-Defendant shall pay its own attorney's fees & costs; and (3) requests that the Court maintain jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce the terms of this Agreement.

F. Within 60 days after any Signing Secondary Defendant signs this Agreement, the County will 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 as they apply to that Signing Secondary-Defendant's land in the former Tooby Ranch, copies of which are attached hereto as

Exhibit C. Each Signing Secondary-Defendant hereby waives their right to protest the Notice of Non-Renewal they might otherwise have under Section 16.C of the County's Revised Guidelines for Agricultural Preserves found in County Ordinance 05-58. The Signing Secondary Defendants' use of their properties shall continue to be subject to the restrictions set forth in the Land Conservation Contract applicable to the Tooby Ranch, the Tooby Ranch agricultural preserve regulations (County Board of Supervisors Resolution No. 77-30), and the County's then current Williamson Act Guidelines for the balance of the period remaining as set forth in Government Code Section 51246. Nothing in this Agreement precludes any of the Signing Secondary Defendants from seeking to enter into a new Land Conservation contract.

II. ABATEMENT OF NUISANCES.

A. Within 180 days after each Signing Secondary-Defendant executes this Agreement, said Signing Secondary-Defendant shall submit to the County complete permit applications and/or applications for exemptions in accordance with the County standards in effect at the time of the permit and/or exemption application date submittal for any and all "Development" (as that term is defined in the County's 1984 General Plan Glossary and used herein) requiring a permit on their respective parcels (as depicted on *Exhibit D* attached hereto).

B. The Signing Secondary-Defendants agree to preserve the physical status of the land in its current condition and not to conduct additional grading, surface mining and/or to construct new Development, without obtaining all necessary permits and/or exemptions prior to conducting any and all new grading, surface mining, construction and/or Development on the former Tooby Ranch.

C. The Signing Secondary-Defendants shall process all applications and/or requests for exemptions required by Section II(A) hereof through a final determination on the merits by the County. The Signing Secondary-Defendants shall comply with all County determinations with respect to applications, exemptions and/or conditions of approval, if any, provided however that nothing herein shall prejudice the Signing Secondary-Defendants' rights to administratively appeal any or all of County's determinations, or the Signing Secondary-Defendants' right to seek judicial redress of the County's determinations.

D. The County shall process all of the Signing Secondary-Defendants' applications and/or requests for exemptions diligently and in good faith under all applicable federal, state and local laws and regulations in effect as of the date each application is deemed complete. The County's determinations regarding application completeness shall be governed by the provisions of Government Code section 65943 or successor statutes.

E. All permit application(s) and/or requests for exemptions shall be subject to the County's application fees in effect as of the date each application is deemed complete as set forth in Humboldt County Schedule of Fees and Charges and in applicable provisions of the California Building Code.

F. In the event any Signing Secondary-Defendant will not or cannot get a permit or exemption for Development on their respective property, said Signing Secondary-Defendant shall abate all unpermitted Development.

III. MUTUAL RELEASES.

A. Release by County as to Signing Secondary-Defendants.

Except as to the compliance with and/or performance of the terms of this Agreement, County releases and forever discharges, on behalf of County, its employees, agents, contractors, affiliates, successors, assigns, creditors, and administrators, each of the Signing Secondary-Defendants, and their respective members, officers, directors, agents, employees, contractors, affiliates, and attorneys from any and all claims, demands, damages, fines, penalties, liabilities, obligations, agreements, expenses (including attorneys' fees), actions and causes of action, of whatever description or nature, arising out of, or relating to the County's Phase II Claims, whether now known or unknown.

B. Nothing in this Agreement shall in any way affect (1) any properties that are subject to Phase I, (2) the Statement of Decision and Judgment entered by Judge Reinholtsen on August 26, 2013 which is now the subject of appeal, Appeal No. A140074, or (3) the Mutual Release and Settlement Agreement dated April 25, 2008, between the County and McKee relating to McKee seeking permits for specified improvements, development and/or construction on the Tooby Ranch.

C. Nothing in this Agreement shall in any way limit the County's police power under the California Constitution or impair the County's ability to exercise its discretion, where such discretion exists under controlling law, to initiate administrative proceedings and/or legal action relating to any and all Development on property owned by Signing Secondary-Defendants for which Signing Secondary-Defendants fail to apply for and obtain a permit and/or exemption.

D. Nothing in this Agreement shall in any way limit the County's police power under the California Constitution or impair the County's ability to exercise its discretion, where such discretion exists under controlling law, to initiate administrative proceedings and/or legal action against any Signing Secondary-Defendant relating to claims or violations arising after the Effective Date.

E. Nothing in this Agreement shall in any way release any Secondary Defendant from taxes for the 2015 tax year or any subsequent tax year.

F. Release by Signing Secondary-Defendants as to County.

Except as to County's compliance with and/or performance of the terms of this Agreement, the Signing Secondary-Defendants release and forever discharge County and its employees, agents, contractors, affiliates, successors, assigns, creditors, and administrators, from any and all claims, demands, damage, liabilities, obligations, agreements, expenses (including attorneys' fees), actions and causes of action, of

whatever description or nature, arising out of, or relating to the County's Phase II Claims, whether now known or unknown.

G. **Civil Code Section 1542.** By executing this Agreement, each Party expressly waives the provisions of Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IV. MISCELLANEOUS.

A. **Attorneys' Fees.** The County and each Signing Secondary Defendant shall bear their own attorneys' fees and costs relating to the County Lawsuit and the preparation and execution of this Agreement. However, should either the County or any Signing Secondary Defendant institute any action or proceeding to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of such Party's rights or obligations under this Agreement, or for any other remedy sought for breach of this Agreement (an "Enforcement Action"), the prevailing Party (e.g. either the County or only those specific Signing Secondary Defendant(s) seeking to enforce or defend such Enforcement Action) in such action or proceeding shall be entitled to recover from the losing Party all costs and expenses incurred in any such action or proceeding, including but not limited to its reasonable attorneys' fees. Civil Code Section 1717 shall govern the definition of "Prevailing Party." This provision shall not apply to any action or proceeding challenging the issuance and/or non-issuance of permits and/or exemptions, nor any action or proceeding challenging a condition of approval.

B. **Good Faith and Fair Dealing.** The covenant of good faith and fair dealing shall apply to all actions by all Parties to the Agreement.

C. **Binding on Successors in Interest and/or Title.** This Agreement shall run with the former Tooby Ranch land currently belonging to any Signing Secondary-Defendant, and bind all of their successors in interest and/or title to that land only.

D. **Execution of the Agreement.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Signatures provided by facsimile shall have the same force and effect as original signatures.

E. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term,

and the remainder of this Agreement shall remain in full force and effect; provided, however, this Section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

F. **Waivers.** Except as otherwise specified herein, waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. **Each Party's Role in Drafting the Agreement.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

I. **Other.** Time is of the essence in the performance of this Agreement and each and every provision hereof. Each Party covenants and represents that it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Humboldt. This Agreement contains all the representations and the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements (whether written, verbal, implied or otherwise) and communications with respect thereto. None of the terms hereof shall be amended, waived, or otherwise modified except pursuant to a written instrument duly executed by the Parties.

J. IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF HUMBOLDT

By: _____
Estelle Fennell, Chair Board of Supervisors

Dated: _____

APPROVED AS TO FORM

Joshua D. Cohen, Attorney for
Plaintiff County of Humboldt

Christopher Schille

Christopher Schille, Defendant

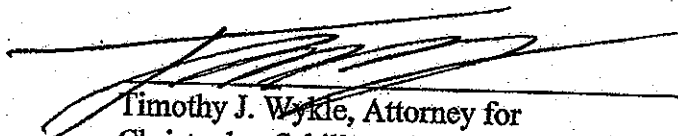
Dated: 4/29/15

S. Schille

Salima Latmani Schille, Defendant

Dated: 04/19/15

APPROVED AS TO FORM:



Timothy J. Wykle, Attorney for
Christopher Schille and Salima Latmani
Schille

Louise Hansen

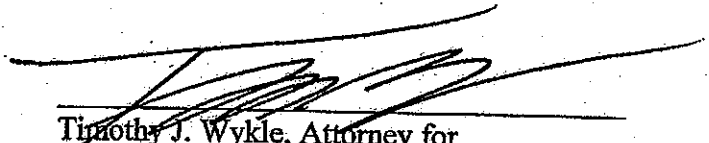
Louise Hansen, Defendant

Dated: April 17-15

Tracy Denise Hansen, Defendant

Dated: _____

APPROVED AS TO FORM:

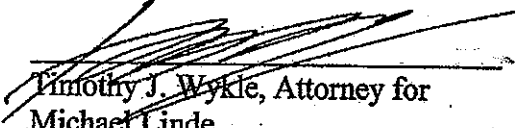


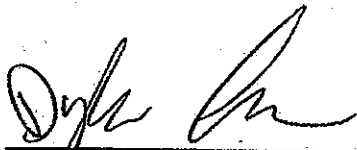
Timothy J. Wykle, Attorney for
Louise Hansen and Tracy Denise Hansen

Michael M. Linde
Michael Linde, Defendant

Dated: 5-11-2015

APPROVED AS TO FORM:


Timothy J. Wyke, Attorney for
Michael Linde



Dylan Carr, Defendant


Dated: 4/24/15

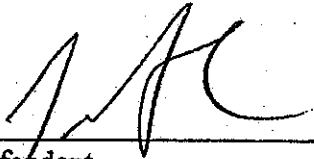


Holly Carr, Defendant

Dated: 4/24/15

APPROVED AS TO FORM:


Timothy J. Wyke, Attorney for
Dylan Carr and Holly Carr



Trent Slate, Defendant

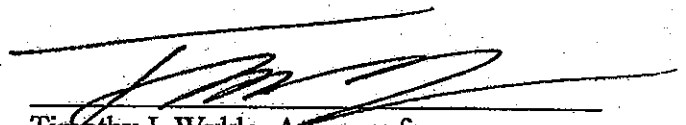
Dated: May 4, 2015



Terra Slate, Defendant

Dated: 5/9/2015

APPROVED AS TO FORM:



Timothy J. Wykle, Attorney for
Trent Slate and Terra Slate

SH
Shanon Taliaferro, Defendant

Dated: 5-5-15

SH Cassandra Taliaferro
Shanon Taliaferro, as Trustee of the Shannon and
Cassandra Taliaferro Living Trust, Defendant

Dated: 5-5-15

APPROVED AS TO FORM:

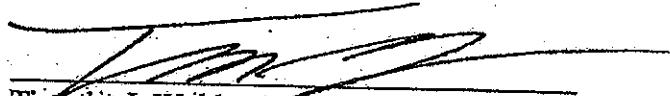
[Signature]

Timothy J. Wykle, Attorney for
Shanon Taliaferro, as an individual and as
Trustee of the Taliaferro Living Trust

Cassandra Taliaferro
Cassandra Taliaferro, as Trustee of the Shannon and
Cassandra Taliaferro Living Trust, Defendant

Dated: 5/5/15

APPROVED AS TO FORM:



Timothy J. Wykle, Attorney for
Cassandra Taliaferro, as Trustee of the
Shannon and Cassandra Taliaferro
Living Trust

Avriel Platz
Avriel Platz, Defendant

Dated: 5-1-15

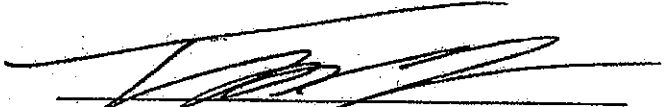
APPROVED AS TO FORM:

Timothy J. Wykle
Timothy J. Wykle, Attorney for
Avriel Platz

Timothy Max Mahony
Sam D. Cushman, by and through Timothy Mahony
as personal representative of the Estate of Sam D.
Cushman, Defendant

Dated: April 26, 2015

APPROVED AS TO FORM:

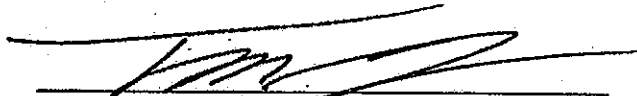

Timothy J. Wykle, Attorney for
Sam D. Cushman, by and through Timothy
Mahony as personal representative of the
Estate of Sam D. Cushman

K. Peak

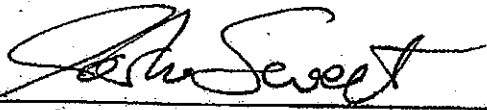
Kevin Peak, Defendant

Dated: 4.26.15

APPROVED AS TO FORM:



Timothy J. Wykle, Attorney for
Kevin Peak

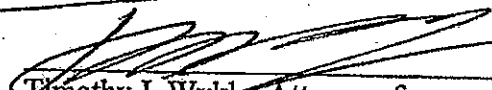


Joshua Sweet, Defendant

Dated:

5/12/15

APPROVED AS TO FORM:


Timothy J. Wyle, Attorney for
Joshua Sweet

Fobias Dodge Defendant

Dated

6/29/15

APPROVED AS TO FORM



Timothy J. Wykle, Attorney for
Fobias Dodge

DEADEND DEVELOPMENT

Steve Dodge

Deadend Development, Defendant
By: Steve Dodge, Authorized Signatory

Date: 6/25/15

~~APPROVED BY FORUM~~

~~Steve Dodge, Authorized Signatory~~

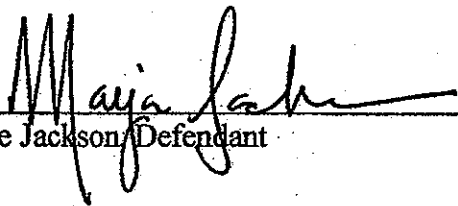
Kenneth Bullock
Kenneth Bullock, Defendant

Dated: 5-25-2015.

APPROVED AS TO FORM:

[Signature]

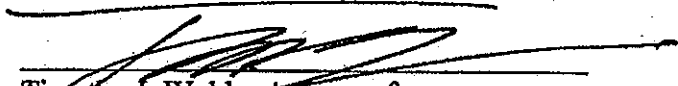
Timothy J. Wykle, Attorney for
Kenneth Bullock



Marjorie Jackson, Defendant

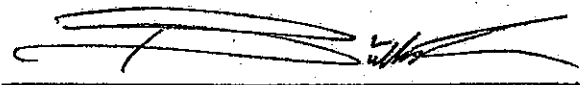
Dated: 5-12-2015

APPROVED AS TO FORM:



Timothy J. Wykle, Attorney for
Marjorie Jackson

for E.D. Land + Timber partners

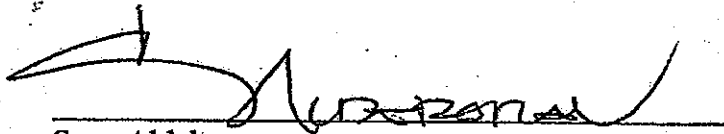

Signature of Secondary Defendant

Dated: 6/29/15

APPROVED AS TO FORM:



Attorney for Secondary Defendant, if
Applicable

A handwritten signature in black ink, appearing to be 'Sage Aldebaran', written over a horizontal line.

Sage Aldebaran

Dated: 8/20/10

APPROVED AS TO FORM:

EXHIBIT A

LIST OF SECONDARY DEFENDANTS

Paul Anderson; Journey Aquarian; Juliette Lane Aquarian; Rachel Aquarian; Ted Blair; Heather Becker; Peter J. Bodenhofer; Kenneth Bullock; Dylan Carr; Holly Carr; Thomas P. Crandall; Wendy L. Crandall; Francesca Cumero; Jesse Cardoza; Thomas M. Cardoza, Jr.; Sam D. Cushman, by and through Timothy Mahony as personal representative of the Estate of Sam D Cushman; Deadend Development, L.P.; Jeremy Dean; Tobias Dodge; ED Land & Timber Partnership; Ryan Floyd; Wallace Floyd; Adamont N. Georgeson, as Trustee of the Georgeson 1995 Insurance Trust; Collin Gotcher; Tami L. Gotcher; Scott W. Graves; Stacey C. Graves; Louise Hansen; Tracy Denise Hansen; Harris Land & Cattle, LLC; Marjorie Jackson; Jameson Kelly; Larose Kelly; Michael Linde; J. John Miller, Jr.; Jose Martinez; Robert J. Metcalf, as Trustee of the Millennial Renaissance Trust; Myers & Aquarian, LLC; Houston Muthart; Diane Muthart; Kristen O'Connor; Panther Canyon Development, LLC; Kevin Peak; Avriel Platz; Jean M. Pyhtila; Jordan R. Pyhtila; Julia Salt; Christopher Schille; Salima Latmani Schille; Dustin Silva; Trent Slate; Terra Slate; Joshua Sweet; Shanon Taliafero; Shanon Taliafero, as Trustee of the Taliafero Trust; Shanon Taliafero and Cassandra Taliafero, as Trustees of the Shannon and Cassandra Taliafero Living Trust; Gary Trone; Jeanette M. Trone; Janice F. Umina; Thomas Umina; Janice Umina and Thomas Umina, as Trustees of the Thomas P. and Janice F. Umina Trust; Evan Wilson; and Michael Zevin.

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

No DR020825

COUNTY OF HUMBOLDT,

STIPULATION OF DISMISSAL;

vs.

and ORDER

ROBERT C. McKEE,

Whereas, plaintiffs County of Humboldt and the People of the State of California by and through County Counsel ("County"), and defendants Paul Anderson; Journey Aquarian; Juliette Lane Aquarian; Rachel Aquarian; Ted Blair; Heather Becker; Peter J. Bodenhofer; Kenneth Bullock; Dylan Carr; Holly Carr; Thomas P. Crandall; Wendy L. Crandall; Francesca Cumero; Jesse Cardoza; Thomas M. Cardoza, Jr.; Sam D. Cushman, by and through Timothy Mahony as personal representative of the Estate of Sam D Cushman; Deadend Development, L.P.; Jeremy Dean; Tobias Dodge; ED Land & Timber Partnership; Ryan Floyd; Wallace Floyd; Adamont N. Georgeson, as Trustee of the Georgeson 1995 Insurance Trust; Collin Gotcher; Tami L. Gotcher; Scott W. Graves; Stacey C. Graves; Louise Hansen; Tracy Denise Hansen; Harris Land & Cattle, LLC; Marjorie Jackson; Jameson Kelly; Larose Kelly; Michael Linde; J. John Miller, Jr.; Jose Martinez; Robert J. Metcalf, as Trustee of the Millennial Renaissance Trust; Myers & Aquarian, LLC; Houston Muthart; Diane Muthart; Kristen O'Connor; Panther Canyon Development, LLC; Kevin Peak; Avriel Platz; Jean M. Pyhtila; Jordan R. Pyhtila; Julia Salt; Christopher Schille; Salima Latmani Schille; Dustin Silva; Trent Slate; Terra Slate; Joshua Sweet; Shanon Taliafero; Shanon Taliafero, as Trustee of the Taliafero Trust;

Shanon Taliafero and Cassandra Taliafero, as Trustees of the Shannon and Cassandra Taliafero Living Trust; Gary Trone; Jeanette M. Trone; Janice F. Umina; Thomas Umina; Janice Umina and Thomas Umina, as Trustees of the Thomas P. and Janice F. Umina Trust; Evan Wilson; and Michael Zevin (collectively, the "Secondary-Defendants") have reached a full and final settlement of the issues in Phase II in this action (the County's claims that the Secondary-Defendants violated the Williamson Act, the County's Williamson Act Guidelines and the Williamson Act contract pertaining to the Tooby Ranch, and created or allowed the continuation of nuisances on the Tooby Ranch), now, therefore,

These Parties, through their respective counsel of record, hereby stipulate as follows:

Although the County will be dismissing this action with prejudice as to the Secondary-Defendants, whereby each of the parties will bear their own attorney's fees and costs, the Parties hereby agree that the Court will retain jurisdiction over this action and these parties hereto, pursuant to Code of Civil Procedure section 664.6, in order to enforce the terms of the Settlement Agreement as set forth in the "Mutual Release and Settlement Agreement".

Dated: _____

Dated: _____

IT IS SO ORDERED.

Dated: _____

EXHIBIT C

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 Califor-
nia, 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, commenc-
ing 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

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

within contract.

COUNTY OF HUMBOLDT

By Art Dasey
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 Doris L. Smith

OWNER(S)

/s/ ARTHUR H. TOOBY
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:

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

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 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

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

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

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.

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

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 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-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.

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 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 Burtis W. Benbow and wife, dated January 25, 1955 and recorded February 28, 1956 in Book 381 of Official Records page 64, under Recorder's File No. 3129.
- SECTION 33: The north half of the southeast quarter;
The northeast quarter; and
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 6.7 (Timberland), Article 1, Section 51100 A.

EXHIBIT "A-8"

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:

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

(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.

EXHIBIT "A-9"

ARTHUR H. TOOBY

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting on February 1, 1977

ARTHUR TOOBY, AG PRESERVE;
HEARING CLOSED, COUNSEL TO
PREPARE CONTRACT, CHAIRMAN
TO EXECUTE CONTRACT

WHEREAS, a public hearing was conducted this date at the time and place advertised therefor in connection with the application of Arthur Tooby to enter into a Land Conservation Contract in Humboldt County to establish a Type "B" Agricultural Preserve on approximately 12,580 acres in the Garverville area; and

WHEREAS, at the time for said hearing no objections to the proposed agricultural preserve were heard;

NOW, THEREFORE, said public hearing is closed and it is hereby ordered as follows:

1. Said application for establishment of an agricultural preserve is approved as recommended by the Planning Commission.
2. The County Counsel is directed to prepare the necessary contract for implementation of said agricultural preserve.
3. The Chairman of this Board is authorized and directed to execute a Land Conservation Contract by and between the County of Humboldt and Arthur H. Tooby for said agricultural preserve.
4. The Clerk of the Board is directed to record said Land Conservation Contract, when fully executed, in the office of the Humboldt County Recorder.

Adopted on motion by Supervisor Pritchard, seconded by Supervisor Bass and the following vote:

AYES: Supervisors— Renner, Pritchard, Parsons, Bass, Dorsey
 NOES: Supervisors— None
 ABSENT: Supervisors— None

STATE OF CALIFORNIA, }
County of Humboldt } ss.

I, DONALD R. MICHAEL, County Clerk of the County of Humboldt, State of California, and ex-officio Clerk of the Board of Supervisors of the County of Humboldt, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above entitled matter by said Board of Supervisors, at a meeting held in Eureka, California, as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors. Feb. 4, 1977

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

By Shirley Wagner

AMENDMENT TO LAND CONSERVATION CONTRACT

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.

3. Except as amended by this agreement, the Land Conservation Contract dated February 1, 1977, above-described shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within amendment.

COUNTY OF HUMBOLDT

ATTEST: ROBERT E. HANLEY
CLERK OF THE BOARD

David L. Smith
DEPUTY

By *Carney Welch*
VICE-Chairman of the
Board of Supervisors
of the County of Humboldt
State of California

~~ATTEST:~~

~~Donald P. Michael
County Clerk, and
ex officio Clerk of the
Board of Supervisors
of the County of Humboldt
State of California~~

~~By _____~~

OWNER

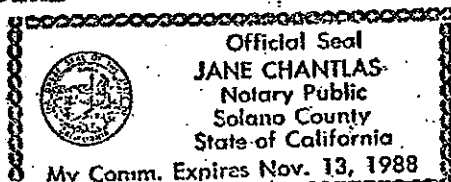
Arthur H. Tooby
Arthur H. Tooby

STATE OF CALIFORNIA)
SOLANO) ss.
COUNTY OF HUMBOLDT)

On this 10 day of July, in the year 1988, before me, the undersigned, a Notary Public, personally appeared Arthur H. Tooby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal,

SEAL



Jane Chantlas
Notary Public

AGENDA ITEM TRANSMITTAL

CONTACT FOR INFORMATION

TO: BOARD OF SUPERVISORS
 FROM: Marty McClelland, Planning Director

NAME: Joel Canzoneri
 TELEPHONE: 445-7541

18

MEETING DATE: July 9, 1985	SUBJECT: AP216-135-01; Amendment to Agricultural Preserve Contract.	TIME REQUIRED: Administrative
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SUMMARY (DESCRIPTION OF ISSUE):

Amend the Agricultural Preserve Contract to coincide with recent Lot Line Adjustment and zone boundary amendment lines.

EXPLANATION:

A lot line adjustment has been tentatively approved to adjust a property line to resolve a structural encroachment. A zone boundary adjustment and an amendment to the Tooby Agricultural Preserve Contract to coincide with the new property lines were required as conditions of approval.

PREVIOUS RELEVANT BOARD ACTIONS ON THIS ISSUE/REFERRALS:

On May 21, 1985 your Board approved a zone boundary adjustment to be adopted upon completion of the IIA.

FUNDING SOURCES: N/A	CURRENT YEAR COST: N/A	ANNUAL COST: N/A	BUDGETED: <input type="checkbox"/> YES <input type="checkbox"/> NO. IF NO, SUBMIT A SUPPLEMENTAL BGT.
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WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input type="checkbox"/> NO. IF YES, NUMBER: <input type="checkbox"/> PERM. <input type="checkbox"/> LIMITED TERM <input type="checkbox"/> GRANT	IS ITEM CONSISTENT WITH BOARD POLICY? <input type="checkbox"/> YES <input type="checkbox"/> NEW POLICY <input type="checkbox"/> EXCEPTION
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RECOMMENDED ACTION:

Based upon the advice of County Counsel, staff recommends that your Board approve the Amendment to the Tooby Agricultural Contract, attached.

CONCURRENCES:

cc: Auditor-Controller
 CAO
 County Counsel
 Planning
 Arthur Tooby

(18)

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Rennel Pritchard
 seconded by Supervisor Robert E. Hanley
 and unanimously carried by those members present, the Board hereby approves the recommended action contained in this Board Report.
 DATED: JUL 9 1985
 ROBERT E. HANLEY
 Clerk of the Board
 By Joel Canzoneri
 Deputy

BOARD ORDER NO. (18)

Ret: Board of Supervisors

33

12275

RECORDS & CLERK OF COUNTY OF HUMBOLDT

NO. 1771 OFFICIAL RECORDS PG 903

JUL 10 11 43 AM '85

AMENDMENT TO LAND CONSERVATION CONTRACT

This Amendment is dated this 10th day of ⁽²⁾ 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."

CLERK OF COUNTY OF HUMBOLDT
ARTHUR TOOBY
DEPUTY
SEE \$ now

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.

Ret. Board of Supervisors

33

12275

RECORDS & CLERK OF COUNTY OF HUMBOLDT

NO. 17771 OFFICIAL RECORDS PG 903

JUL 10 11 43 AM '85

AMENDMENT TO LAND CONSERVATION CONTRACT

This Amendment is dated this 10th day of ⁽²⁾ 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."

DEPUTY CLERK OF RECORDS
MAY 10 1985
ARTHUR TOOBY
OWNER

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.

EXHIBIT D

PLANT'S
EXHIBIT
200

