

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)

LAND CONSERVATION CONTRACT

(The 2015 Sean O'Day and Kathryn O'Day Family Trust Preserve)

THIS CONTRACT is dated this 11th day of March, by and between The 2015 Sean O'Day and Kathryn O'Day Family Trust referred to as OWNERS and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, OWNER warrants that they own certain land particularly described hereinafter, which is presently devoted to agricultural and compatible uses; and

WHEREAS, said land is located in a Class A Agricultural Preserve heretofore established by COUNTY by Resolution No. 25-21; and

WHEREAS, OWNER and COUNTY by signing this Land Conservation Contract mutually agree to 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 ado) and 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 authorizing resolution, and those "compatible uses" as set forth in the Act or authorizing 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. If the land subject to this contract is in a Class B Agricultural Preserve, it shall not be divided into preserves of less than 600 acres except that portions of the preserve may be rented or leased for agricultural and compatible uses. If the land subject to this contract is in a Class A or Class C Agricultural Preserve, it shall not be divided into preserves of less than 100 acres except that portions of the preserve may be rented or leased for agricultural and compatible uses. If the land subject to this contract is in a Class D Agricultural Preserve, it shall not be divided pursuant to the State Subdivision Map Act and must be sold, transferred or conveyed as a single unit of land.

Section 7. 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, whether immediate or future, but shall exclude "Immediate Family Transfers" approved by COUNTY pursuant to Government Code §51230.1. "Division" includes but is not limited to conveyance by deed, installment sales contract, contract of sale, contract for sale, deed of trust, gift or mortgage. Any purported division of the land described herein in violation of any provision of this contract shall be void.

Section 8. Any party signing this contract as a secured lender agrees to subordinate his or her security interest in the subject property to the rights, benefits and restrictions contained herein.

Section 9. 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 OWNERS may be given by mailing it first class postage prepaid addressed to The 2015 Sean O'Day and Kathryn O'Day Family Trust, 4285 Hillras Way, Fortuna, CA 95540 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.


Chair of the Board of Supervisors
of the County of Humboldt, State of California.

(SEAL)

ATTEST:

TRACY DAMICO
Clerk of the Board of Supervisors
of the County of Humboldt, State
of California.

By 
Deputy

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT)

On this 11th day of Mar 2025, before me, Kaleigh Maffei Deputy Clerk of
the Board personally appeared Michelle Bushnell,

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 behalf of which 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.



Owners of Record

By *Dean P. Jones* By _____
By *Richard L. Day* 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 *J. Reitz* By _____
Title *Chief Credit Officer* Title _____
Corporation Name: _____ Corporation Name: _____
Farm Credit Services of Colusa - Glenn, FLCA

(Signature(s) to be Notarized) - *see attached*

APPROVED AS TO FORM:

By _____
County Counsel

ACKNOWLEDGMENT

Land Conservation Contract
for Sean O'Day for
2905 Felt Rd Eureka Property

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 January 14, 2025 before me, Sasha Wright Notary Public
(insert name and title of the officer)

personally appeared Sean Patrick O'Day
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 Sasha Wright (Seal)



ACKNOWLEDGMENT

Land Conservation Contract
for Kathryn ODay for
2905 Felt Rd Eureka Property

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 January 14, 2025 before me, Sasha Wright Notary Public
(insert name and title of the officer)

personally appeared Kathryn Lyn ODay,
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 Sasha Wright (Seal)



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 Glenn

On January 24, 2025 before me, Sandra Martin, Notary Public,
(insert name and title of the officer)

personally appeared Luke Reimers

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 Sandra Martin



(Seal)

EXHIBIT A

PROPERTY DESCRIPTION

All that real property situated in the County of Humboldt, State of California,
described as follows:

PARCEL ONE:

BEGINNING at the quarter section post between Sections 32 and 33 in Township 5 North, Range 1 East, Humboldt Meridian; and running

thence East along the quarter section line to the West side of Freshwater Creek;

thence downstream along the West side of said creek to a point, where said West side of said creek first crosses the line between Sections 28 and 29 of said Township 5 North of Range 1 East;

thence South on the line between Sections 28 and 29 and on the line between said Sections 32 and 33, 2875 feet, more or less, to the place of beginning.

PARCEL TWO:

BEGINNING at the Southwest corner of the Southeast Quarter of Section 29 in Township 5 North, Range 1 East, Humboldt Meridian;

thence North along a subdivisional line being the West line of the Southeast Quarter of said Section 29, 1087 to the South line of the County Road;

thence East along said South line of the County Road, 40 feet;

thence South parallel with said subdivision line, 687 feet;

thence East, 275 feet;

thence South 53 degrees 30 minutes East, 672 feet to the line between Sections 29 and 32 of said Township 5 North of Range 1 East; and

thence West along said line between said Sections 29 and 32, 855 feet to the place of beginning.

PARCEL THREE:

BEGINNING at the Southeast corner of Section 29 in Township 5 North, Range 1 East, Humboldt Meridian; and running from

thence South 89 degrees 30 minutes West along the South line of said section, 1794 feet to the Southeast corner of the land deeded to Thomas Baird on February 19, 1902 by Lydia R. Long, et al, by Deed recorded in the Recorder's Office of said County, in Book 79 of Deeds, Page 624;

thence along the line of said land deed to Thomas Baird, North 53 degrees 30 minutes West 672 feet;

thence West 275 feet;

thence North 687 feet to the center of the Eureka-Arcata County Road;
thence along the center of said County Road, North 87 degrees 27 minutes East 1342.9 feet;
thence North 68 degrees 44 minutes East, 163.2 feet;
thence North 57 degrees 30 minutes East, 163.1 feet;
thence North 47 degrees 30 minutes East, 320 feet to the center of Freshwater Slough;
thence along the center of said Slough, South 56 degrees 50 minutes East, 390.9 feet;
thence South 89 degrees 20 minutes East 408.3 feet to the East line of said Section 29; and
thence South 27 minutes East along said section line 1276 feet to the place of beginning.

EXCEPTING therefrom that portion of said Section 29 conveyed to the County of Humboldt by Deed recorded March 25, 1982 in Book 1667, Page 781, Humboldt County Official Records, described as follows:

BEGINNING at a point that lies South 19 degrees 07 minutes 17 seconds West, 4410.27 feet from the quarter section corner common to Sections 28 and 29, Township 5 North, Range 1 East, Humboldt Base and Meridian, said point being center line Engineer's Station 179+49.38 B.C., as shown on Project No. 913105 Road Plans for Myrtle Avenue Phase No. 1 on file with the Department of Public Works, County of Humboldt;

thence North 2 degrees 16 minutes 47 seconds East 30.0 feet to the true point of the place to be herein described;

thence from a tangent which bears South 87 degrees 43 minutes 13 seconds East along a curve to the left having a radius of 670 feet, through an angle of 55 degrees 04 minutes 55 seconds, a distance of 644.11 feet;

thence South 52 degrees 48 minutes 08 seconds East, 30.0 feet to Engineer's Station 186+22.33 P.O.C.;

thence South 52 degrees 48 minutes 08 seconds East, 40.0 feet;

thence South 61 degrees 18 minutes 10 seconds East, 182.91 feet;

thence North 28 degrees 17 minutes 08 seconds East, 50.65 feet;

thence North 39 degrees 41 minutes 22 seconds West, to the center line of Freshwater Slough;

thence Northerly along the center line of Freshwater Slough 110 feet, more or less, to the center of County Road as same was located in October, 1981;

thence Southwesterly along the center line of said County Road to a point that lies North 2 degrees 16 minutes 47 seconds East, 2 feet, more or less, from the true point of beginning;

thence South 2 degrees 16 minutes 47 seconds West, 2 feet, more or less, to the point of beginning.