

ATTACHMENT 2

Land Conservation Contract

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)

**FARMLAND SECURITY ZONE
LAND CONSERVATION CONTRACT
(Brodt Preserve)**

THIS CONTRACT is dated this 11 day of December, 2018, by and between COLTON BRODT AND BRIAN C. BRODT AND MERRITT L. BRODT, AS TRUSTEES OF THE BRODT REVOCABLE TRUST UAD APRIL 8, 2006 referred to as OWNERS, AND LAURA ROCHA BRYDEN AND WAYNE ROCHA AND EARNEST ROCHA, referred to as BENEFICIARIES, 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 **D** Agricultural Preserve heretofore established by COUNTY by Resolution No. 18-128; and

WHEREAS, both OWNER and COUNTY desire 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 specifically as provided in Section 51296 relating to Farmland Security Zones, and pursuant to the County's Resolution adopting Guidelines for Agricultural Preserves which implements the Act in Humboldt County (hereafter "local resolution") and the County's Resolution Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses (hereafter "authorizing resolution"), and is subject to all the provisions of the Act and County resolutions as they now exist, and as may be hereafter amended.

Section 2. The land to which all provisions of this contract shall apply is described in Exhibit "A" attached hereto. It is not intended to include in this contract any land zoned Timberland Production (TPZ) pursuant to Government Code Section 51100, et seq.

Section 3. During the term of this contract or any extension thereof, the land described herein shall be used only for agricultural uses, as defined by the Act or 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 twenty (20) 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 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 COLTON BRODT AND BRIAN C. BRODT AND MERRITT L. BRODT, PO Box 1113, Ferndale, CA 95536 or at such other address OWNER may hereafter designate in writing. Notice to BENEFICIARIES may be given by mailing it first class postage prepaid addressed to Laura Rocha Bryden, Wayne Rocha, and Ernest Rocha, 12260 W. El Capitan Drive, Prescott, AZ 86305 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.

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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:

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

By 

Deputy Ryan Sharp, Deputy

CERTIFICATE OF 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 this 11th day of December 2018, before me, Brooke Eberhardt, Notary, personally appeared Ryan Sundberg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Brooke Eberhardt

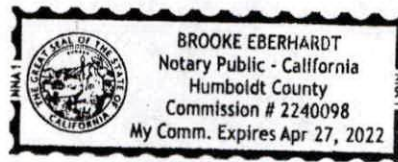


Exhibit A

DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

The South Half of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom a strip of land one rod wide off the South end thereof conveyed by Peter Johansen to John E. Aggeler, et al, by Deed dated February 23, 1904, and recorded in the Recorder's Office of Humboldt County, in Book 86 of Deeds, Page 631, and subject to all the terms and conditions of said Deed so far as binds the assigns of said Johansen.

PARCEL TWO:

The South Half of the Northwest Quarter of the Northwest Quarter, and the North Half of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

PARCEL THREE:

The Northeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom that portion thereof described as follows:

BEGINNING at the Northwest corner of said Northeast Quarter of the Northwest Quarter;
thence East along the North line of said section, 324 feet;
thence South 0 degrees 10 minutes West 740 feet;
thence West 324 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section 36;
thence North 0 degrees 10 minutes East along said West line 740 feet to the point of beginning.

PARCEL FOUR:

The Southwest Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom a parcel along the Southern portion thereof, conveyed by J.E. Blair and wife, to Orton L. Stoddard, et al, by Deed recorded in Book 23 of Deeds, Page 782, Humboldt County Records.

Owners of Record

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 Wayne A. Rocha 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 Wayne A. Rocha By _____

Title _____ Title _____

Corporation Name: _____ Corporation Name: _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel



OREGON NOTARY ACKNOWLEDGMENT

State of Oregon



County of Coos

This record was acknowledged before me on (date) 9/13/2018
by (name(s) of individual(s)) Wayne Rocha

Sharon R. Barker
Signature of Notarial Officer

Notary Public-Oregon

Title of Office

My commission expires: 6/28/2019

Stamp



Document Description

This certificate is attached to page 7 of a Land Con Contract (title
or type of document), dated 9/13/2018, consisting of 8
pages.

Owners of Record

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICEPRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

X By Ernest A. Rocha

By _____

By _____

By _____

(Signature(s) to be Notarized)

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(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

X By Ernest A. Rocha

By _____

X Title owner

Title _____

Corporation Name: _____

Corporation Name: _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only 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

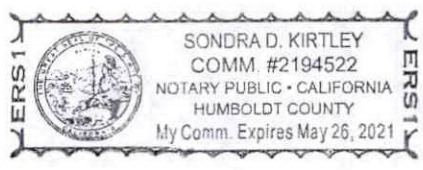
On Sept 14 2018 before me, Sondra D. Kirtley, Notary Public, personally appeared Ernest A. Rocha

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.

Sondra D. Kirtley
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document Land Conservation Contract
Number of Pages in Document _____

Owners of Record

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 Merrill L Bratt

By _____

By Ben C Bratt

By [Signature]

(Signature(s) to be Notarized)

Interest in Property

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(1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICEPRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

By Merrill L Bratt

By Ben C Bratt

Title partner

Title partner

Corporation Name: Bratt Dairy Partnership

Corporation Name: Bratt Dairy partnership

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel

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 Sept 4, 2018 before me, Ciarra Tavares, Notary Public
(insert name and title of the officer)

personally appeared Brien C. Brodt
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  (Seal)



ACKNOWLEDGMENT

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State of California
County of Humboldt


On Sept 4, 2018 before me, Ciarra Tavares, Notary Public
(insert name and title of the officer)

personally appeared Colton Brodt
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  (Seal)

ACKNOWLEDGMENT

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State of California
County of Humboldt

On Sept 4, 2018 before me, Cierra Tavares, Notary Public
(insert name and title of the officer)

personally appeared Merritt L. Brodt
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



(Seal)



Owners of Record

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 _____

By _____

By _____

(Signature(s) to be Notarized)

Interest in Property

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- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.*

By Jana X. Byrdm

By _____

Title Title Holder/Beneficiary

Title _____

Corporation Name: N/A

Corporation Name: _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Arizona }
County of Yavapai } ss.

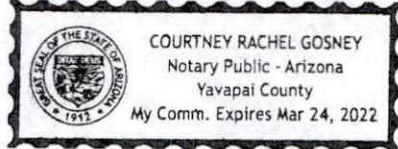
On this the 7TH day of September, 2018, before me,
Day Month Year

Courtney Rachel Gosney, the undersigned Notary Public,
Name of Notary Public

personally appeared Laura A. Bryden,
Name(s) of Signer(s)

- personally known to me – OR –
- 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 for the purposes therein stated.



WITNESS my hand and official seal.
Courtney Rachel Gosney
Signature of Notary Public

Courtney Rachel Gosney
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Land Conservation Contract - Interest in Property

Document Date: 9/7/18 Number of Pages: 8

Signer(s) Other Than Named Above: _____