

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
("Walker" Preserve)

THIS CONTRACT is dated this 29th day of September, 2020, by and between KARL FRANCIS BENEMANN AND ESTHER DAWN BENEMANN, AS TRUSTEES OF THE KARL FRANCIS BENEMANN AND ESTHER DAWN BENEMANN FAMILY REVOCABLE TRUST, DATED JULY 23, 2020 referred to as OWNERS, AND DAVID PHILLIPS, AN UNMARRIED MAN AS TO AN UNDIVIDED 50% INTEREST AND LOUANNA PHILLIPS, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED 50% INTEREST 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 B** Agricultural Preserve heretofore established by COUNTY by Resolution No. 79-19 and amended by Resolution No. 84-20; and

WHEREAS, OWNER and COUNTY by signing this Land Conservation Contract mutually agree to rescind the existing contract executed on September 27, 1979 and amended on February 28, 1984, regarding Land Conservation Contract No(s). 79-6 and 84.20, and simultaneously enter into this new contract pursuant to Section 51254 of the California Government Code and the

County's Williamson Act Guidelines and to establish binding restrictions which will limit the use of said land to agricultural and incidental compatible uses;

NOW, THEREFORE, the parties agree as follows:

Section 1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200, hereafter referred to as the "Act"), and pursuant to the County's Resolution adopting Guidelines for Agricultural Preserves which implements the Act in Humboldt County (hereafter "local resolution") and the County's Resolution Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses (hereafter "authorizing resolution"), and is subject to all the provisions of the Act and County resolutions as they now exist, and as may be hereafter amended.

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

Section 3. During the term of this contract or any extension thereof, the land described herein shall be used only for agricultural uses, as defined by the Act or 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 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 OWNER may be given by mailing it first class postage prepaid addressed to KARL BENEMANN AND ESTHER BENEMANN, PO Box 1083, Trinidad, CA 95570 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 DAVID PHILLIPS AND LOUANNA PHILLIPS, 860 CHAPMAN COURT, ARCATA CA 95521, 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:

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

By  _____
Deputy Ryan Sharp

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 October 8, 2020 before me, Brooke Eberhardt, Notary
(insert name and title of the officer)

personally appeared Estelle Fennell,
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

By Rita Beemer

By 9/2/2020

By Karl Beemer

By 9/2/2020

(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:

DAVID PHILLIPS, AN UNMARRIED MAN AS TO AN UNDIVIDED 50% INTEREST AND LOUANNA PHILLIPS, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED 50% 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 [Signature]

By [Signature]

Title DAVID PHILLIPS

Title LouAnna Phillips

Corporation Name: N/A

Corporation Name: N/A

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By [Signature]
County Counsel

EXHIBIT A

For APN/Parcel ID(s): 105-101-011-000, 104-232-003-000, 104-221-017-000, 104-232-005-000,
104-191-001-000, 104-232-004-000 and 104-222-017-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL AND MINERAL RIGHTS AS EXCEPTED AND RESERVED BY DONALD R. EDMONSTON BY DEED RECORDED MARCH 24, 1971 IN BOOK 1081 OF OFFICIAL RECORDS, PAGE 124, UNDER RECORDER'S SERIAL NO. 4335, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING FROM THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER THE REMAINING ONE-HALF INTEREST IN AND TO ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS AS EXCEPTED AND RESERVED BY ROBERT H. EDMONSTON AND WIFE BY DEED RECORDED AUGUST 14, 1973, IN BOOK 1203 OF OFFICIAL RECORDS, PAGE 444, UNDER RECORDER'S SERIAL NO. 14607, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THE REMAINING OIL AND MINERALS IN OR UNDER THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 AS EXCEPTED AND RESERVED BY ROBERT M. EDMONSTON AND ADRIENNE A. EDMONSTON, HIS WIFE, AND JOHN M. EDMONSTON IN THE DEED RECORDED AUGUST 29, 1978, IN BOOK 1512 OF OFFICIAL RECORDS, PAGE 381, UNDER RECORDER'S SERIAL NO. 19368, HUMBOLDT COUNTY RECORDS.

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, ALL IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN.

PARCEL TWO:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN. EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, TOGETHER WITH ALL EASEMENTS AND RIGHTS NECESSARY OR CONVENIENT FOR THE PRODUCTION, STORAGE AND TRANSPORTATION THEREOF AND THE EXPLORATION AND TESTING OF THE SAID REAL PROPERTY, AND ALSO THE RIGHT TO DRILL FOR, PRODUCE AND USE WATER FROM SAID REAL PROPERTY IN CONNECTION WITH ITS DRILLING OR MINING OPERATIONS THEREON, ALL AS EXCEPTED IN THE DEED FROM ELSIE E. CRIPPEN TO CHARLES FOWLER, DATED APRIL 20, 1951 AND RECORDED JUNE 14, 1951 IN BOOK 172 OF OFFICIAL RECORDS AT PAGE 595, UNDER RECORDER'S FILE NO. 6566, HUMBOLDT COUNTY RECORDS.

PARCEL THREE:

THE SOUTH HALF OF NORTHEAST QUARTER AND WEST HALF OF SOUTHEAST QUARTER OF

EXHIBIT A

(continued)

SECTION 35, IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN.

ALSO THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 1, AND THE EAST HALF OF NORTHEAST QUARTER OF SECTION 2 IN TOWNSHIP 2 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN.

PARCEL FOUR:

THE EAST HALF OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH BEARS NORTH 36 DEGREES 05 MINUTES 55 SECONDS EAST, 223960 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, HUMBOLDT MERIDIAN;

THENCE NORTH 0 DEGREES 40 MINUTES 40 SECONDS WEST, 21959 FEET; THENCE SOUTH 78 DEGREES 59 MINUTES 30 SECONDS EAST, 22388 FEET; THENCE SOUTH 4 DEGREES 29 MINUTES 25 SECONDS WEST, 21 037 FEET; THENCE NORTH 80 DEGREES 41 MINUTES 25 SECONDS WEST, 20338 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD AS IT EXISTED ON AUGUST 19, 1948 AT THE INTERSECTION THEREOF WITH THE "GATE TO THE RANCH" REFERRED TO IN THE DEED FROM CLAUDE HUNTER, ET UX, RECORDED AUGUST 20, 1948, IN BOOK 56 OF OFFICIAL RECORDS, PAGE 35, HUMBOLDT COUNTY RECORDS; AND RUNNING

THENCE NORTH, 200 FEET; THENCE EAST, 200 FEET; THENCE SOUTH, 200 FEET; AND THENCE WEST, 200 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

THE RIGHT OF WAY FOR A PRIVATE ROAD COMMENCING AT THE PUBLIC ROAD AT A POINT 52 RODS SOUTH OF THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF SAID SECTION 2; AND RUNNING THENCE AS DIRECT AS POSSIBLE TO A POINT 55 RODS EAST OF THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF SAID SECTION 2, AS CONVEYED TO GEORGE CADY BY DEED RECORDED APRIL 6, 1880 IN BOOK 1 OF DEEDS, PAGE 161.

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 September 1, 2020 before me, R. Christiansen a Notary Public, personally appeared David Phillips and LouAnna Phillips, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

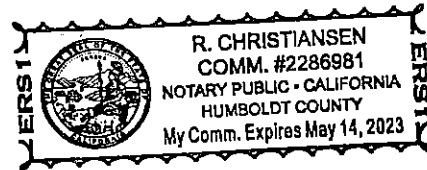
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: R. Christiansen

My commission expires: May 14, 2023

(This area for official notarial seal)



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 September 2, 2020 before me, R. Christiansen a Notary Public, personally appeared Karl Francis Benemann and Esther Dawn Benemann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: R. Christiansen

My commission expires: May 14, 2023

(This area for official notarial seal)

