

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 _____ day of _____, 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. _____; 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 ____ day of ____ 2025, before me, _____ Deputy Clerk of
the Board personally appeared _____,

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 Paul A. [Signature]

By _____

By Kathryn [Signature]

By _____

(Signature(s) to be Notarized)

Interest in Property

Section 8B of the Humboldt County Williamson Act Guidelines states that "all parties having any interest in any real property included in the contract which could ripen into a fee interest or be exercised in a manner inconsistent with the purpose of the preserve, such as a security interest, shall be required to join in the execution of the proposed contract before such contract is executed by the Board of Supervisors".

The following parties have a security interest in the real property included in this contract which could ripen into a fee interest:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

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

By _____

By _____

Title _____

Title _____

Corporation Name: _____

Corporation Name: _____

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By _____
County Counsel

ACKNOWLEDGMENT

Land Conservation Contract
For Sean O'Day For
595 Pleasant Point,
Ferndale, CA 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 O'Day for
595 Pleasant Point
Ferndale CA 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 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)



EXHIBIT A

PROPERTY DESCRIPTION

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

The Northeast quarter of Section 9, except a strip of the uniform width of 6.78 chains off the full length or the North end of said Northeast quarter;

The fractional North half of the Northwest quarter of Section 10;

A Strip of land 3 chains wide off the full length of the South end of the Southwest quarter of the Southwest quarter of Section 3, described as follows:

COMMENCING at the Southwest corner of said Section 3, and running thence North 3 chains; thence East 20 chains, more or less, to the East line of said Southwest quarter of Southwest quarter; thence South 3 chains to the Southeast corner thereof; and thence West 20 chains, more or less, to the point of beginning.

All in Township 2 North of Range 1 West, Humboldt Meridian, and containing 199.57 acres, more or less.

All according to the Survey No. 61 made by Joseph A. Shaw, filed in the Recorder's Office of said Humboldt County in the records of Licensed Surveys, Book 2A, Page 12.

EXCEPTING therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time situate therein and thereunder together with all easements and rights necessary and convenient for the production, storage and transportation thereof and the exploration and testing of the 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.

Being the same as reserved in the dead to John E. Silva and wife dated April 26, 1949, recorded May 10, 1949, Book 94 of Official Records, Page 201, Humboldt County Records.