

Recording Requested by:

HUMBOLDT COUNTY
BOARD OF SUPERVISORS
Eureka, California

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Return To:

Planning Department
3015 H Street
Eureka, CA 95501
(Recorded without fee under GCS 27383)

TITLE OF DOCUMENT
WILDERNESS RANCH LLC LAND CONSERVATION CONTRACT
(GARNER ANTHONY PRESERVE)

Pursuant to Board of Supervisors' Action of August 21, 2007

**SUCCESSOR
LAND CONSERVATION CONTRACT**

THIS CONTRACT is dated this _____ day of _____, by and between Wilderness Ranch, LLC, 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 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. 77-14 and amended by Resolution No. 06-99 and is the subject of a Land Conservation Contract executed on November 7, 2006, regarding Land Conservation Contract Number 77-14; and

WHEREAS, the OWNER has acquired all or a portion of the land under said Land Conservation Contract and is seeking approval to complete the transfer from the Humboldt County Board of Supervisors consistent with Section 8C(5)(c) of the County's Williamson Act Guidelines adopted pursuant to Section 51231 of the California Government Code, and has submitted evidence to COUNTY that such acquisition is in conformance with the terms and provisions of the Land Conservation Contract, the Resolution establishing the Agricultural Preserve and setting forth compatible uses, the State Subdivision Map Act, and the County's Williamson Act Guidelines; and

WHEREAS, COUNTY staff has verified that the lands subject to the contract are being used for commercial agricultural production, that all improvements and land use are in accordance with County regulations, that the conveyance conforms with the State Subdivision Map Act and local subdivision regulations, including provisions of continued merger, and that the land unit being conveyed complies with the minimum acreage requirements of Section 8C(2) of the County's Williamson Act Guidelines; and

WHEREAS, OWNER and COUNTY by signing this new Successor Land Conservation Contract mutually agree to rescind the existing contract executed on November 7, 2006 (recorded on December 20, 2006, recordation number OR 2006-36796-9), regarding Land Conservation Contract No. 77-14, 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. "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 Wilderness Ranch, LLC, c/o Dorsey and Whitnew, Suite 1500, 50 South 6th Street, Minneapolis, Minnesota, 55402-1498 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.

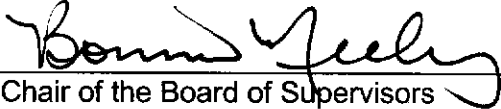
Section 14. The rescission of Land Conservation Contract Number 77-14 as to the lands described in Section 2 above is deemed effective as of the date of this successor contract.

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

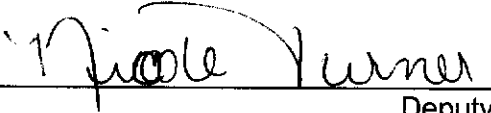


Chair of the Board of Supervisors
of the County of Humboldt, State of California.

(SEAL)

ATTEST:

Kathy Hayes
Clerk of the Board of Supervisors
of the County of Humboldt, State
of California.

By 

Deputy

EXHIBIT "A"
DESCRIPTION
(Garner Anthony)

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

The following described property all in Township 3 North, Range 3 East, Humboldt Base and Meridian:

Section 14: North Half of the Northwest Quarter, Northwest Quarter of the Northeast Quarter

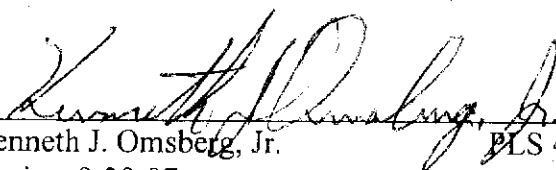
Section 15: Northeast Quarter of the Northeast Quarter

Section 10: Southeast Quarter of the Southeast Quarter

Section 11: Southwest Quarter, West Half of the Southeast Quarter, West Half of the Northwest Quarter, Southeast Quarter of the Northwest Quarter.

[END OF DESCRIPTION]

This real property description has been prepared by me or under my direction in conformance with the Professional Surveyors Act on November 2, 2006.


Kenneth J. Omsberg, Jr. PLS 4446
Expires 9-30-07



