

Recording Requested by:
County of Humboldt
Planning and Building Department
EXEMPT PURSUANT TO G.C. 27383

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County of Humboldt
Planning and Building Department
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2015-014150-6
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Kelly E. Sanders, Recorder
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Clerk: MM Total: \$0.00
Jul 21, 2015 at 10:48:42

CONVEYANCE AND AGREEMENT
(for Development Restrictions)

Entered Into On: July 14, 2015)
(to be filled in by the Clerk of the Board)

Assessor Parcel Number:
508-252-031

BY AND BETWEEN)
Central Estates Remainder, LLC)
James L Furtado, Manager)

(hereinafter referred to as OWNER

Case No: **FMS 07-08, PUD 07-04**

AND THE COUNTY OF HUMBOLDT)
(hereinafter referred to as COUNTY)

Application No: **Central Estates Phase 2C**

WITNESSETH

WHEREAS, OWNER has applied to COUNTY for permits and other grants of approval necessary to carry out a project which is described within a project application filed with Humboldt County Planning and Building Department as the Case Number and Assessor Parcel Number referenced above (hereinafter referred to as proposed project); and

WHEREAS, the real property upon which OWNER's proposed project is situated, is or includes the real property which is described in EXHIBIT A which is attached to this agreement and incorporated by reference herein (hereinafter referred to as the subject property); and

WHEREAS, the subject property is situated in the County of Humboldt, State of California; and

WHEREAS, COUNTY, as a condition and in consideration of approval of OWNER's proposed project, requires that OWNER grant to COUNTY all of the OWNER's right, power, and privilege to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B which is attached to this Agreement and incorporated by reference herein; and

WHEREAS, OWNER is willing and desires to grant to COUNTY the OWNER's right, power, and privilege to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B attached hereto;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. OWNER hereby relinquishes and grants to COUNTY all of the OWNER's right, power, and privilege to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B attached hereto. Concurrently with this grant, OWNER agrees not to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B unless and until COUNTY quitclaims to OWNER or OWNER's successors in interest in said property, all rights, power, and privilege granted to COUNTY by this conveyance.

2. Both parties acknowledge that this agreement and the grant of the right to develop by OWNER to COUNTY contained herein are made in consideration of approval by COUNTY of OWNER's proposed project.

3. COUNTY agrees to quitclaim to OWNER, or OWNER's successor(s) in interest, the right, power and privilege to development subject property in the manner or for the purposes described in PART 1 of EXHIBIT B attached hereto, if and when both of the following events occur:

A. OWNER or OWNER's successor(s) in interest applies to COUNTY for reconveyance to the OWNER or OWNER's successor(s) of the right, power, and privilege herein granted to COUNTY.

B. OWNER or OWNER's successor(s) in interest shows to COUNTY's satisfaction either that the conditions specified in PART 2 of EXHIBIT B attached hereto have been satisfied by the OWNER of the subject property, or that because of changed circumstances the conditions specified in PART 2 of EXHIBIT B are no longer applicable.

OWNER understands and agrees that the quitclaim by COUNTY to OWNER or OWNER's successor(s) in interest of the right, power, and privilege herein granted to COUNTY, as provided above, will not give OWNER or OWNER's successor(s) in interest the unlimited right to develop the subject property, but will only revert in OWNER or OWNER's successor(s) in interest the right, power, and privilege to apply to COUNTY for the permits and other grants of approval necessary to develop the subject property and to have such application processed in accordance with, and subject to, all laws and regulations applicable to such application at the time it is submitted.

4. OWNER agrees to insert in any document which transfers title to the subject property, or any part thereof, a provision excepting from such transfer the right, power, and privilege to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B attached hereto unless and until COUNTY has executed and delivered to OWNER and OWNER's successor(s) in interest the quitclaim deed provided for above. OWNER further agrees to include in any such transfer document a provision by the terms of which the transferee, and each subsequent transferee, agrees to each and every condition contained in this Conveyance and Agreement, including the requirement contained in this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance and Agreement to be executed by their duly authorized officers on the date set forth above.

COUNTY OF HUMBOLDT

BY Estelle R. Fennell
Chair, Board of Supervisors Estelle Fennell
County of Humboldt, State of California

CERTIFICATE OF 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 this 20th day of July, 20 15, before me, Kelly Lee Vizgaudis Public

Notary, personally appeared Estelle R. Fennell, HC Board Supervisor 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 is true and correct.

Witness my hand and official seal.
Kelly L Vizgaudis (seal)
Signature



OWNER(s)*

Central Estates Remainder LLC
James L Furtado, Manager

Jan L Furtado

Sign above

Print name here

Sign above

Print name here

Sign above

Print name here

Print name here

Sign above

* Owners attach separately full page Notary Acknowledgment

CERTIFICATE OF 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 this 2nd day of June, 2015, before me, P. Nicholas Public

Notary, personally appeared James L. Furtado 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 is true and correct.

Witness my hand and official seal.

P. Nicholas

(seal)

Signature

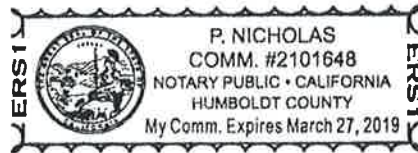


EXHIBIT A

PROPERTY DESCRIPTION

All that real property situated in the portion of the Northeast Quarter of Section 6, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

Tract No. 647 (Central Estates Subdivision, Phase 2C) consisting of Lots 1 through 62 as shown on the map thereof on file in the Recorder's Office in the County of Humboldt, recorded July, 21st, 2015, in Book 25 of Maps, Pages 48-51.



Edward Schillinger

June 30 2015

EXHIBIT B

DEVELOPMENT RESTRICTIONS

PART 1

The OWNER relinquishes and grants to the County of Humboldt the right, power, and privilege to develop the real property described in Exhibit A for:

Conveyance:

1. Development of second residential units on parcels 1, 4 through 10, and 18 through 52.
2. Development of multifamily residential units on parcels 11 through 17, and 53 through 62.

PART 2

The condition referred to in Paragraph B of Section 3 of the agreement to which this exhibit is attached is as follows:

Terms of Reconveyance:

The County agrees to reconvey the right to use the property described above when it is demonstrated that the following conditions exist:

1. Development of second residential units on parcels 1, 4 through 10, and 18 through 52 may be reconveyed upon payment of parkland dedication fees of \$767 per parcel at the time individual lot owners apply for a permit to construct a secondary dwelling unit.
2. Development of multifamily residential units on parcels 11 through 17, and 53 through 62 may be reconveyed upon payment of parkland dedication fees of \$767 per residential unit prior to building permit final issuance.