

Recording Requested by:

County of Humboldt
Planning and Building Department
EXEMPT PURSUANT TO G.C. 27383

Return to:

County of Humboldt
Planning and Building Department
3015 H Street
Eureka, CA 95501-4484

CONVEYANCE AND AGREEMENT
(for Development Restrictions)

Entered into On:

December 16, 2019)
(to be filled in by the Clerk of the Board)

Assessor Parcel Number:

508-081-061

BY AND BETWEEN)

**Lucas Day, an unmarried man and Bo Day, a
married man, as his sole and separate property as
joint tenants**)

(hereinafter referred to as OWNER)

Case No:

PLN-2018-15010

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

Application No.:

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 develop 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.

4. 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.

5. 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 Rex Bohn
Chair, Board of Supervisors
County of Humboldt, State of California

CERTIFICATE OF ACKNOWLEDGMENT

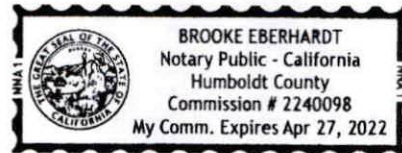
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this 19th day of December, 20 19, before me, Brooke Eberhardt Notary Public, personally appeared Rex Bohn 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.
Brooke Eberhardt (seal)
Signature



OWNER(s)*

LUCAS DAY, an unmarried man **

Print name here

Lucas Day
Sign above

BO DAY, a married man as his sole and separate property **

Print name here

[Signature]
Sign above

** as joint tenants

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.

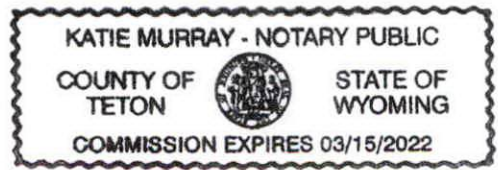
STATE OF ~~CALIFORNIA~~ } Wyoming
COUNTY OF ~~HUMBOLDT~~ } Teton

On this 29 day of November 20 19, before me, Katie Murray Public

Notary, personally appeared Lucas 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~~ Wyoming that the foregoing is true and correct.

Witness my hand and official seal.
Katie Murray (seal)
Signature



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

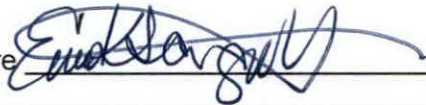
On December 3, 2019 before me, Erin K Sargent
(insert name and title of the officer)

personally appeared Bo Jangles Jonah 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



(Seal)

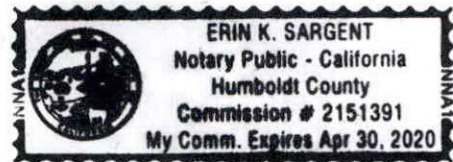


EXHIBIT A

PROPERTY DESCRIPTION

All that real property situated in the County of Humboldt, State of California, described as follows:

Lots 1 through 8 of Tract No. _____, Gavin Lane Subdivision, filed in Book _____ of Maps, Pages _____, Humboldt County Records.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern

LS 4829 Dated: Dec. 5, 2019



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. Right to develop Accessory Dwelling Units on Lots 1 - 8.

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 exists:

1. Payment of parkland dedication fees in the amount of \$6,135.84 for Lots 1 – 8 or on a pro-rata basis at the time individual lot owners apply for a permit to construct an Accessory Dwelling Unit according to the following schedule:

Parcel No.	FEE	Date Paid	Parcel No.	FEE	Date Paid
1	\$613.58		5	\$626.76	
2	\$699.75		6	\$623.20	
3	\$955.86		7	\$616.19	
4	\$819.50		8	\$1,181.00	