

ATTACHMENT 3

Conveyance and Agreement for Development Restrictions

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: 12/11/2018)
(to be filled in by the Clerk of the Board)

Assessor Parcel Number:
106-021-002, 106-021-003, 106-021-007, 106-021-062

BY AND BETWEEN)
Colton Brodt and Brian C. Brodt and Merrif L. Brodt, as)
Trustees of the Brodt Revocable Trust UAD April 8, 2006)

(hereinafter referred to as OWNER

Case No: **AGP-18-001**

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

Application No.: **14057**

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

Ryan Sundberg

Chair, Board of Supervisors Ryan Sundberg
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 }

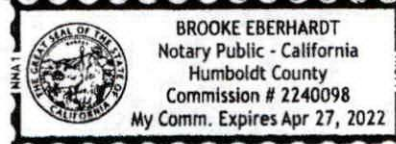
On this 11th day of December 20 18, before me, Brooke Eberhardt Public

Notary, personally appeared Ryan Sundberg 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)*

Merritt L Brodt
Print name here

Brian C Brodt
Print name here

Colton Brodt
Print name here

Print name here

Merritt L Brodt
Sign above

Brian C Brodt
Sign above

Colton Brodt
Sign above

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 5th day of Nov 20 18, before me, Ciara Tavares Public

Notary, personally appeared Merritt L Brodt 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.
Ciara Tavares (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 Nov 7, 2018 before me, Ciarra Tavares, a Notary Public
(insert name and title of the officer)

personally appeared Brian C Brodt, Colton Brodt,
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 Ce 7a (Seal)

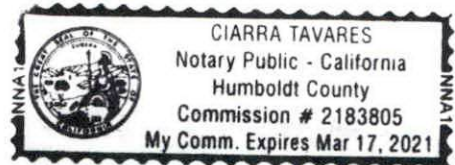


EXHIBIT A

PROPERTY DESCRIPTION

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

PARCEL ONE:

The South Half of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom a strip of land one rod wide off the South end thereof conveyed by Peter Johansen to John E. Aggeler, et al, by Deed dated February 23, 1904, and recorded in the Recorder's Office of Humboldt County, in Book 86 of Deeds, Page 631, and subject to all the terms and conditions of said Deed so far as binds the assigns of said Johansen.

PARCEL TWO:

The South Half of the Northwest Quarter of the Northwest Quarter, and the North Half of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

PARCEL THREE:

The Northeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom that portion thereof described as follows:

BEGINNING at the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence East along the North line of said section, 324 feet; thence South 0 degrees 10 minutes West 740 feet; thence West 324 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section 36; thence North 0 degrees 10 minutes East along said West line 740 feet to the point of beginning.

PARCEL FOUR:

The Southwest Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 2 West, Humboldt Meridian.

EXCEPTING therefrom a parcel along the Southern portion thereof, conveyed by J.E. Blair and wife, to Orton L. Stoddard, et al, by Deed recorded in Book 23 of Deeds, Page 782, Humboldt County Records.

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:

Residential development rights beyond one single family residence for each ownership unit in the preserve. The preserve consists of a single ownership unit.

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:

The property is no longer subject to the restriction set forth in the Humboldt County Agricultural Preserve Guidelines for Class "D" Unique Farmland and Dairy Preserve that residential development rights beyond one single family residence for each ownership unit in the preserve be conveyed to the County for the life of the Contract.