

ATTACHMENT C

Conveyance and Agreement (for Development Restrictions)
Instrument No. 2000-7082-6
(recorded April 5, 2000)

Recording Requested By:

Return To:

Humboldt County Planning & Building Dept.
3015 H Street
Eureka, CA 95501-4484

2000-7082-6

Recorded — Official Records
Humboldt County, California

Carolyn Crnich, Recorder

Recorded by HUMBOLDT CNTY

Exempt from payment of fees

Clerk: KJ Total: 0.00

Apr 5, 2000 at 16:08

CONVEYANCE AND AGREEMENT
(for development restrictions)

ENTERED INTO ON FEB - 1 2000,

BY AND BETWEEN)

ROGER P. ECKART)

APPLICATION)

JENNIFER H. GIORGI)

(hereinafter referred to as OWNER) and COUNTY)

RE: ECKART SUBDIVISION PROJECT

Case No. FMS-08-95

File No. 510-091-24

OF HUMBOLDT (hereinafter referred to as COUNTY))

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 the Humboldt County Planning and Building Department as the Case Number and File 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 the 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 a 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 applications at the time it is submitted.

5. OWNER agrees to insert in any document which transfers the 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 or 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 FEB -- 1 2000,

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT }

On APR -- 3 2000 before me, LORA CANZONERI, Clerk of the Board of Supervisors, personally appeared ROGER RODONI, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Lora Canzoneri
SIGNATURE

Seal

199_____.

COUNTY OF HUMBOLDT

By Roger Rodoni
Chairman of the Board of Supervisors of the County of Humboldt, State of California

OWNER(s)*

Roger P. Eckhart

James W. George

ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On March 9, 2000
DATE

before me, Deidra K. Barnhart, Notary Public,
NAME, TITLE OF OFFICER

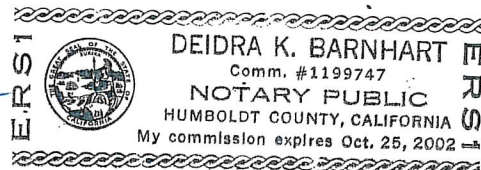
personally appeared Roger P. Eckart and
NAME(S) OF SIGNER(S)

Jennifer H. Giorgi
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ 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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Deidra K. Barnhart
SIGNATURE OF NOTARY



SEAL

OPTIONAL DATA (not required by law)

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RE: Eckart

APN 510-91-24

EXHIBIT A

PROPERTY DESCRIPTION

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

PARCEL ONE:

BEGINNING on the section line at a point which is distant 372.5 feet Westerly from the Northeast corner of Section 31, Township 7 North, Range 1 East, Humboldt Base and Meridian;

thence on a course nearly due South along the West line of the land heretofore conveyed to Howard A. Linton, a distance of 400.37 feet;

thence North 89 degrees 44 minutes 45 seconds West along the North line of the land heretofore conveyed to George H. Babcock, a distance of 57.26 feet;

thence North 0 degrees 42 minutes East, 400.39 feet to the section line;

thence East on same, 57.26 feet to the point of beginning.

PARCEL TWO:

That portion of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 North, Range 1 East, Humboldt Base and Meridian, more particularly described as follows:

BEGINNING at a point on the North section line of said Section 31, which is distant thereon 372.5 feet Westerly of the Northeast corner thereof;

thence Southerly along the West line of the land heretofore conveyed to Howard Linton, a distance of 400.37 feet;

thence North 89 degrees 44 minutes 45 seconds West along the North line of the land heretofore conveyed to George H. Babcock, a distance of 57.26 feet to the true point of beginning;

thence North 0 degrees 42 minutes East, 400.39 feet to the North line of said Section 31;

thence West thereon, 57.26 feet, more or less, to the Northwest corner of the parcel of land conveyed to Floyd M. Stoner, et ux, in Deed recorded December 29, 1949, in Book 117, Page 49, Humboldt County Official Records;

thence Southerly along the West line of the Stoner land, a distance of 400.39 feet to the Southwest corner thereof;

thence Easterly along the South line of the Stoner land, 57.26 feet to the true point of beginning.

A.P. No. 510-091-24

RE: Eckart

H.C.P.D. File No. APN 510 - 091-24

EXHIBIT B

DEVELOPMENT RESTRICTION

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:

1. Development of a second residential units on parcels 1 through 7.

PART 2

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

1. Payment of parkland dedication fees in the amount of \$1,654.54 for lots 1-7 or on a pro-rata basis at the time individual lot owners apply for a permit to construct a secondary dwelling unit according to the following schedule:

Lot No.	FEE	Date Paid
1	\$214.11	6/22/18
2	\$242.04	
3	\$236.62	
4	\$245.72	
5	\$231.49	
6	\$221.84	
7	\$262.72	