

**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: November 7, 2018 )  
(to be filled in by the Clerk of the Board)

Assessor Parcel Number:  
**019-131-018**

BY AND BETWEEN **N & D ENTERPRISES LLC, A CALIFORNIA** )  
**LIMITED LIABILITY COMPANY** )  
)

Case No:  
**FMS-15-001**

(hereinafter referred to as OWNER

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

Application No.: **9580**

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

  
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 }

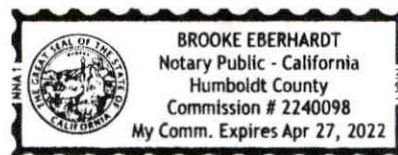
On this 7<sup>th</sup> day of November 20 18, before me, Brooke Eberhardt Public

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.

  
Signature (seal)



N & D ENTERPRISES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

  
ROBERT J. FRAZIER\*, Member

DATED: 10-1-18

  
DEBRA J. FRAZIER\*, Member

DATED: 10-1-2018

\*TRUSTEES OF THE ROBERT J. FRAZIER AND DEBRA J. FRAZIER FAMILY TRUST, UTD  
SEPTEMBER 30, 2009

  
JUSTIN ADAMS, Member

DATED: 10 1 18

  
NIKKOLE ADAMS, Member

DATED: 10-1-18

THE MARK W. BURTCHETT PROFIT SHARING PLAN AND TRUST

  
MARK W. BURTCHETT\*, Member

DATED: 10-1-2018

\*TRUSTEE OF THE MARK W. BURTCHETT PROFIT SHARING PLAN AND TRUST

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 October 1, 2018 before me, Roxanne Bennett a Notary Public, personally appeared ROBERT J. FRAZIER, DEBRA J. FRAZIER, JUSTIN ADAMS, NIKKOLE ADAMS, AND MARK W. BURTCHEIT, 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.

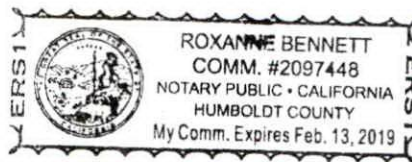
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Roxanne Bennett

My commission expires: 2-13-2019

(This area for official notarial seal)





**EXHIBIT A**

PROPERTY DESCRIPTION

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

Lots 7 though 14 and Lot 20 of Tract No. \_\_\_\_\_, SYDNI COURT SUBDIVISION, filed in Book \_\_\_\_\_ of Maps, Pages \_\_\_\_\_, Humboldt County Records.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern

LS 4829    Dated: OCT. 1, 2018



**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 secondary dwelling units on Lots 7 – 14 and Lot 20.

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 \$10,021.52 for Lots 7 – 14 and Lot 20 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:

| Parcel No. | FEE        | Date Paid | Parcel No. | FEE        | Date Paid |
|------------|------------|-----------|------------|------------|-----------|
| 1          | \$321.27   | 9/28/18   | 11         | \$3,628.23 |           |
| 2          | \$321.27   | 9/28/18   | 12         | \$581.23   |           |
| 3          | \$336.80   | 9/28/18   | 13         | \$425.15   |           |
| 4          | \$414.60   | 9/28/18   | 14         | \$434.14   |           |
| 5          | \$448.12   | 9/28/18   | 15         | \$448.28   | 9/28/18   |
| 6          | \$447.85   | 9/28/18   | 16         | \$448.71   | 9/28/18   |
| 7          | \$431.95   |           | 17         | \$473.34   | 9/28/18   |
| 8          | \$368.76   |           | 18         | \$617.48   | 9/28/18   |
| 9          | \$606.67   |           | 19         | \$324.16   | 9/28/18   |
| 10         | \$3,197.88 |           | 20         | \$347.51   |           |