



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-11

Hearing Date: July 28, 2015

To: Board of Supervisors

From: Kevin R. Hamblin, Director, Planning and Building Department *KH*

Subject: **Release from Conveyance and Agreement to Allow Construction of Second Residential Unit on Lot 5 (Currently APN 303-142-056) of the Johnston Final Map Subdivision**
Assessor Parcel Number (APN) 303-142-011
Case Number PRK-15-001
6364 Lee Ann Drive, Cutten area

RECOMMENDATION(S):

That the Board of Supervisors:

1. Consider the application.
2. Authorize the Chair of the Board to execute the Quitclaim and Partial Reconveyance (for Development Restrictions) for Lot 5 of the Johnston Final Map Subdivision (Attachment A).
3. Direct the Planning and Building Department to record the Quitclaim and Partial Reconveyance (for Development Restrictions).
4. Direct the Clerk of the Board to give notice of the decision to the applicant and any other interested party and to return original copies to the Planning Division for recording.

Prepared by Emily Bervie, Planner I

CAO Approval *Amy Rosen*

REVIEW:

Auditor _____ County Counsel *DS* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Lovelace*

Ayes *Lovelace, Fennell, Bohn, Bass*
Nays _____
Abstain _____
Absent *Sundberg*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *July 28, 2015*
By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Source of Funding is the Planning and Building Department, Current Planning (#277). The applicant is responsible for all costs incurred in the processing of the Quitclaim and Partial Reconveyance (for Development Restrictions), including legal document review and document recordation fees.

DISCUSSION:

The Planning and Building Department, Planning Division, requests a Quitclaim and Partial Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling unit on Lot 5 (currently APN 303-142-056) of the Johnston Final Map Subdivision (APN 303-142-011; Case Number FMS-05-05, SP-05-59). The parcel is located in the Cutten area. Lot 5 is located on the west side of Lee Ann Drive, approximately 825 feet from the intersection of Ridgewood Drive and Lee Ann Drive on the property known as 6364 Lee Ann Drive (Attachment B).

The Subdivision was recorded with the Humboldt County Recorder on May 1, 2009 as Tract Map No. 619 in Book 24 of Maps, pages 105-106. The project involved subdivision of an approximately 3.3 acre parcel into 6 lots. The property is zoned for Residential Single Family development with a 6,000 square foot lot size minimum and Greenway and Open Space combining zone (R-1*/G,O). The zoning allows for development of a primary residence and secondary dwelling unit pursuant to Humboldt County Code 314-87.1. Pursuant to the Quimby Act, subdivisions require dedication of land, or the payment of a fee, for the development of parkland to serve recreational needs of new residents of the subdivision. The subdivider was required to satisfy one of the following requirements: (1) an offer of dedication of useable open space land to a public or private non-profit agency for public park or recreation use set forth in Section 314-110.1.5 of the Humboldt County Code; or (2) payment of a Parkland "In-Lieu Fee" consistent with the formula of Section 314-110.1.6. Pursuant to County Code, payment of the In-Lieu Fee for a secondary dwelling unit may be deferred by entering into a Conveyance and Agreement with the County. The Agreement provides that the County will quitclaim back to the owner the right to develop a secondary dwelling unit upon their payment of the pro-rated In-Lieu Fee amount.

The subdivider opted to defer Parkland In-Lieu Fees for second units by executing a Conveyance and Agreement (for Development Restrictions) (Attachment C). The Agreement was recorded with the Humboldt County Recorder on April 21, 2009 as Instrument Number 2009-9264-6.

The original subdivider, Gary Jackson, is no longer the owner of Lot 5 (currently APN 303-142-056). The current owners, John Forrest and Tracy Forrest, presently request a release from the Agreement for the above-mentioned lot. John Forrest and Tracy Forrest request a Quitclaim and Partial Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling unit on Lot 5 and have submitted a check in the amount of \$648.38 which reflects the pro-rata fee for said lot.

The requirements of County Code and the Agreement having been satisfied, Planning Division Staff supports the release from the Agreement for Lot 5. Planning Division Staff recommends that your Board approve the release and direct the Chair to execute the Quitclaim and Partial Reconveyance (for Development Restrictions).

FINANCIAL IMPACT:

There will be no impact on the General Fund. The applicant is responsible for all costs involved in processing the request. The applicant has paid the \$75 legal document review fee and \$95 deposit for conformance review with conditions per the approved Schedule of Fees and Charges, Planning Division Permit Application Fees. Recording fees will be paid by the applicant in the amount of \$32.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The terms of the Conveyance and Agreement require the Board to execute the reconveyance upon a showing that the pro-rata parkland in-lieu fee has been paid to the County. The Forrests have made this payment and have requested reconveyance. The Board could continue the matter to a future meeting if there is a question as to the calculation of the pro-rata fee or the submitted documentation.

ATTACHMENTS:

NOTE: The attachments supporting this report have been provided to the Board of Supervisors; copies are available for review in the Clerk of the Board's Office.

Attachment A: Quitclaim and Partial Reconveyance (for Development Restrictions)

Attachment B: Location Map

Attachment C: Conveyance and Agreement (for Development Restrictions), Instrument No. 2009-9264-6 (recorded April 21, 2009)

ATTACHMENT A

Quitclaim and Partial Reconveyance (for Development Restrictions)

2015-015934-5

Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: HUMBOLDT COUNTY
Rec Fee: \$38.00

DA Fraud Fee: \$3.00

Recording Requested By:

County of Humboldt
Planning and Building Department

Return To:

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

Clerk: LH Total: \$41.00
Aug 14, 2015 at 13:47:57

CONFORMED COPY

QUITCLAIM AND PARTIAL RECONVEYANCE
(For Development Restrictions)

Entered Into On
By And Between
John Forrest and Tracy Forrest

(hereafter referred to as OWNER)

And The County Of Humboldt
(hereafter referred to as COUNTY)

} Assessor Parcel No.:
} **303-142-056**

} Application No.: 9631
} Case No.: PRK-15-001

WHEREAS, on April 21, 2009 OWNER (or OWNER's predecessor in interest) and COUNTY executed a Conveyance and Agreement which was recorded on May 1, 2009 in the Humboldt County Recorder's Office, Official Records Document Number 2009-9264-6; and

WHEREAS, said Conveyance and Agreement restricted the development of the real property described therein, including Lot 5 (Currently APN 303-142-056) of Tract Map No. 618, on file in the Recorder's Office of the County of Humboldt in Book 24 of Parcel Maps, Pages 105 through 106 (hereafter "subject property"), until specified events occurred or conditions were satisfied; and

WHEREAS, said events have now occurred or said conditions have been satisfied, and COUNTY desires to quitclaim and reconvey to OWNER or OWNER's successors in interest of said Lot 5 (Currently APN 303-142-056) of Tract Map No. 618 all of the right, power and privilege granted to COUNTY by the above referenced Conveyance and Agreement for the subject property;

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY agrees to, and hereby does, quitclaim and reconvey to OWNERS or their successors in interest all of the right, power, and privilege to develop the subject property, which right, power and privilege was relinquished and granted to COUNTY in the Conveyance and Agreement referenced above.
2. OWNER understands and agrees that this Quitclaim and Partial Reconveyance by COUNTY to OWNER or OWNER's successors in interest of the right, power and privilege to develop the

subject property does not give OWNER or OWNER's successor(s) in interest unlimited right to develop the subject property, but only reverts in OWNER or OWNER's successors 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.

IN WITNESS WHEREOF, the parties hereto have caused this Quitclaim and Partial Reconveyance on the date first written above.

ON July 28, 2015

BY Estelle 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 _____ day of _____, 20____, before me, NORMA S LORENZO Public Notary,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is 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 on behalf of which the person 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)

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.

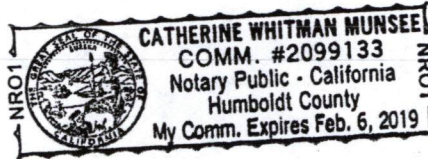
State of California)

County of Humboldt)

On July 28, 2015, 2014 before me, Catherine Whitman Munsee,
personally appeared ESTELLE FENNELL, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person 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.



Catherine Whitman Munsee

OWNER(S)

John J. Forrest
Sign above. Print name here: John J. Forrest

Tracy Forrest
Sign above. Print name here: Tracy Forrest

Sign above. Print name here:

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 }

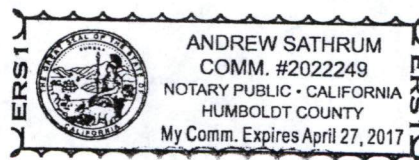
On this 31st day of march 20 15, before me, Andrew Sathrum Public

Notary, personally appeared John Forrest 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.

Andrew Sathrum (seal)
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 April 6th, 2015 before me, Andrew Sathrum, Notary Public,
Date Here Insert Name and Title of the Officer

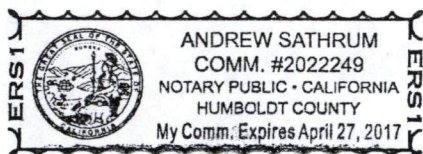
personally appeared Tracy Forrest
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RECEIPT



Transaction #: 55938
 Receipt #: 2015008475
 Cashier Date: 8/14/15 13:47
 Cashier By: LH
 Print Date: 8/14/2015 13:48:03

Kelly E. Sanders, Recorder
 Humboldt County, California
 825 5th Street
 Eureka, CA 95501
 (707) 445-7382

13:48:03
 8/14/2015

| CUSTOMER INFORMATION | | TRANSACTION INFORMATION | | PAYMENT SUMMARY | |
|----------------------|--|-------------------------|----------------------|-----------------|---------|
| HUMBOLDT COUNTY | | Date Received: | August 4, 2015 11:36 | Total Fees: | \$42.00 |
| | | Source Code: | OVER THE COUNTER | Total Payments: | \$42.00 |
| | | Return Code: | MAIL | Balance Due: | \$0.00 |
| | | Trans Type: | Recording | | |
| | | Bin Number: | | | |
| | | Agent Ref Number: | HUMBOLDT CO | | |

TRANSACTION PROBLEMS



1 Payment

Check # 3260 \$42.00

1 Official Record

PTL RECON

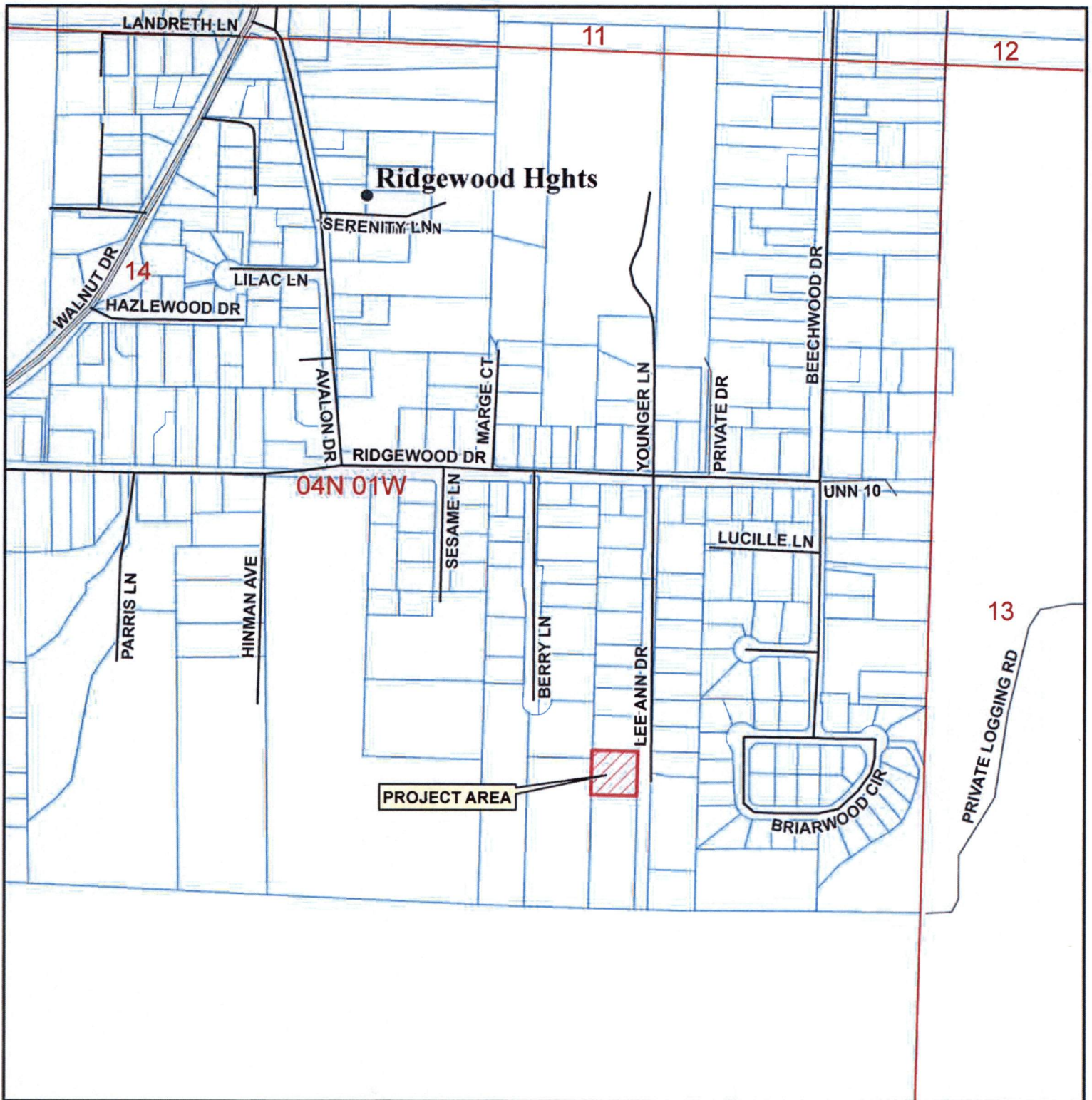
Document #: 2015-015934 Pages: 5 Date: 8/14/2015 13:47:57

From: HUMBOLDT CNTY To: FORREST JOHN

| | | |
|-------|--------------------|---------|
| Fees: | Conformed Copy \$1 | \$1.00 |
| Fees: | DA Real Estate Fee | \$3.00 |
| Fees: | Recorder Fees NEW | \$38.00 |

ATTACHMENT B

Location Map



LOCATION MAP

PROPOSED FORREST
PARKLAND FEE
RIDGEWOOD HEIGHTS AREA
PRK-15-001

APN: 303-142-056
T04N R01W S14 HB&M (Fields Landing)

Project Area = 

This map is intended for display purposes and should not be used for precise measurement or navigation. Data has not been completely checked for accuracy.

0 250 500
Feet



ATTACHMENT C

Conveyance and Agreement (for Development Restrictions)
Instrument No. No. 2009-9264-6
(recorded April 21, 2009)

2009-9264-6

Recorded — Official Records
Humboldt County, California

Carolyn Crnich, Recorder

Recorded by HUMBOLDT LAND TITLE CO.

Exempt from payment of fees

Clerk: LH Total: 0.00

May 1, 2009 at 10:18

Recording Requested By:

Humboldt County
Community Development Services

EXEMPT PURSUANT TO GOVERNMENT
CODE SECTION 27383

Return To:

Humboldt County
Community Development Services
3015 H Street

**CONVEYANCE AND AGREEMENT
(for Development Restrictions)**

ENTERED INTO ON Apr. 12, 2009)

BY AND BETWEEN)

Gary L. Johnston)

RE: JOHNSTON SUBDIVISION PROJECT

Case No. FMS-05-05/SP-05-59

(hereinafter referred to as OWNER)

File No. 303-142-011

AND THE COUNTY 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 Community Development Services 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 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 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 December 18, 2008.

COUNTY OF HUMBOLDT

By *Jimmy Smith*
Chairman of the Board of Supervisors of the County of Humboldt, State of California

OWNER(s):*

Gary L. Johnston
Gary L. Johnston, an Unmarried Man

By _____

Title _____

ACKNOWLEDGMENT

State of California
County of Humboldt

On Dec. 18, 2008 before me, C. De Noma, Notary Public

personally appeared Gary L. Johnston 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 *C. De Noma* (seal)



*Attach separately full page Notary Acknowledgment

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT }

On this 21st day of April 2009, before me, Jikki Turner, Deputy
Clerk of the Board Personally appeared Jimmy Smith

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 hi/her/their
authorized capacity(ies), and that by
his/her/their signature(s) on 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.

Jikki Turner

EXHIBIT "A"

PROPERTY DESCRIPTION

All that real property situated in the Southeast Quarter of the Northeast Quarter of Section 14, Township 4 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, more particularly described as follows:

Lots 1 through 6, inclusive, as shown on the Tract Map recorded May 1, 2009, in Book 24 of Maps, pages 105 and 106, Humboldt County Records.

[END OF DESCRIPTION]

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act on March 21, 2008.

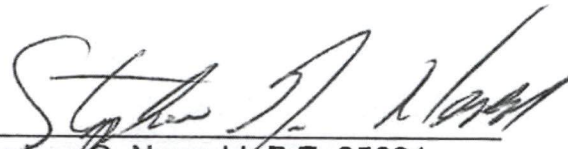

Stephen G. Nesvold, P.E. 25681
Expires 12-31-09



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:

Future development rights for the construction of second or secondary dwelling units on Lots 1 through 6, inclusive.

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 condition exists:

1. Upon payment of \$4,387.05 parkland dedication fee balance as set forth in the Conditions of Approval, Item 9 of Attachment 1, release from conveyance and agreement for Lots 1 through 6, inclusive, may be pursued. These fees may be paid for by individual lot owners on a pro-rata basis at the time individual lot owners apply for a permit to construct additional dwelling units.
2. Should the regulation per Section 314-22.2.4.3.4 of the Humboldt County Code, which prohibits second or secondary dwelling units on lots developed under the Greenway Bench development provisions, ever be repealed, release from conveyance and agreement for Lot 4 may be pursued.