



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-33

Hearing Date: June 28, 2016

To: Board of Supervisors

From: Robert Wall, Interim Director, Planning and Building Department (sw)

Subject: **Release from Conveyance and Agreement to Allow Construction of Second Residential Unit on Lots 48 through 52 of the Central Estates II Final Map Subdivision**
 Assessor Parcel Number (APN) 508-252-031
 Case Number FMS-07-08MM

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 Lots 48 through 52 of the Central Estates II 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 Michael Wheeler, Senior Planner

CAO Approval Cheryl Dillingham

REVIEW:	Auditor _____	County Counsel _____	Personnel _____	Risk Manager _____	Other _____
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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 Sundberg Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass

Nays _____

Abstain _____

Absent _____

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

Dated: June 28, 2016

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 units on Lots 48 through 52 (currently APN 508-252-031) of the Central Estates II Final Map Subdivision (Case Number FMS-07-08). The parcel is located in the McKinleyville area. Lot 48 through 52 are located on the north side of Sagewood Way, approximately 550 feet from the intersection of Heartwood Drive and Sagewood Way (Attachment B).

The lots are located in Phase 2C of the Subdivision, which was recorded with the Humboldt County Recorder on July 21, 2015 as Tract Map No. 647 in Book 25 of Maps, pages 48-51. The project involved subdivision of 33± acres zoned R-3 into 165 lots which will accommodate 258 dwelling units, which includes 86 single-family lots (86 dwelling units), 73 'urban type lots' to accommodate 81 townhouse or similar type dwelling units and 88 multi-family units, and 6 miscellaneous lots for drainage, trails, and recreation. A conditional use permit was approved for the single family lots and is justified due to the fact that overall the PUD development meets the mid-point of the density range for the land use and zone. 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 on most lots by executing a Conveyance and Agreement (for Development Restrictions) (Attachment C). The Agreement was recorded with the Humboldt County Recorder on July 14, 2015 as Instrument Number 2015-014150-6.

The current owner, James Furtado presently requests a release from the Agreement for the above-mentioned lots. Mr. Furtado requests a Quitclaim and Partial Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling units on Lot 48 through 52 and has submitted a check in the amount of \$3,835 (\$767 per lot) which reflects the pro-rata fee for said lots.

The requirements of County Code and the Agreement having been satisfied, Planning Division Staff supports the release from the Agreement for Lots 48 through 52. 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 \$125 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 \$39.

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. Mr. Furtado has made this payment and has 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)
(Original plus a copy for conformed copy)

Attachment B: Location Map

Attachment C: Conveyance and Agreement (for Development Restrictions), Instrument
No. 2015-014150-6 (recorded July 14, 2015)

ATTACHMENT A

Quitclaim and Partial Reconveyance (for Development Restrictions)

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

**QUITCLAIM AND PARTIAL RECONVEYANCE
(For Development Restrictions)**

Entered Into On	May 3, 2016	}	Assessor Parcel No.:
By And Between		}	507-252-001
JLF Construction, Inc		}	
		}	
(hereafter referred to as OWNER)		}	
		}	Application No.:
		}	8656
And The County Of Humboldt		}	Case No.:
(hereafter referred to as COUNTY)		}	FMS-07-08

WHEREAS, on July 14, 2015 OWNER (or OWNER's predecessor in interest) and COUNTY executed a Conveyance and Agreement which was recorded on July 21, 2015 in the Humboldt County Recorder's Office, Official Records Document Number 2015-014150-6; and

WHEREAS, said Conveyance and Agreement restricted the development of the real property described therein, including Lots 48, 49, 50, 51 & 52 of Tract No. 647, on file in the Recorder's Office of the County of Humboldt in Book 25 of Maps, Pages 48 through 51 (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 Lots 48, 49, 50, 51 & 52 of Tract 647 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 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 revests 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 Reconveyance on the date first written above.

COUNTY OF HUMBOLDT



Mark Lovelace
Chairman of the Board of Supervisor of the
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 5 day of July 20 16, before me, Catherine Whitman Munsee Public Notary, personally appeared **Mark Lovelace** 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 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.

Catherine Whitman Munsee (seal)
Signature



JLF Construction, Inc. **OWNER(S)**



Sign above. Print name here: James L. Furtado, President

Sign above. Print name here:

Sign above. Print name here:

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 }

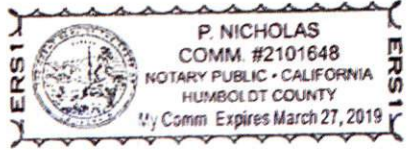
On this 4th day of May, 2016, before me, P. Nicholas Public

Notary, personally appeared James L. Furtado 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.

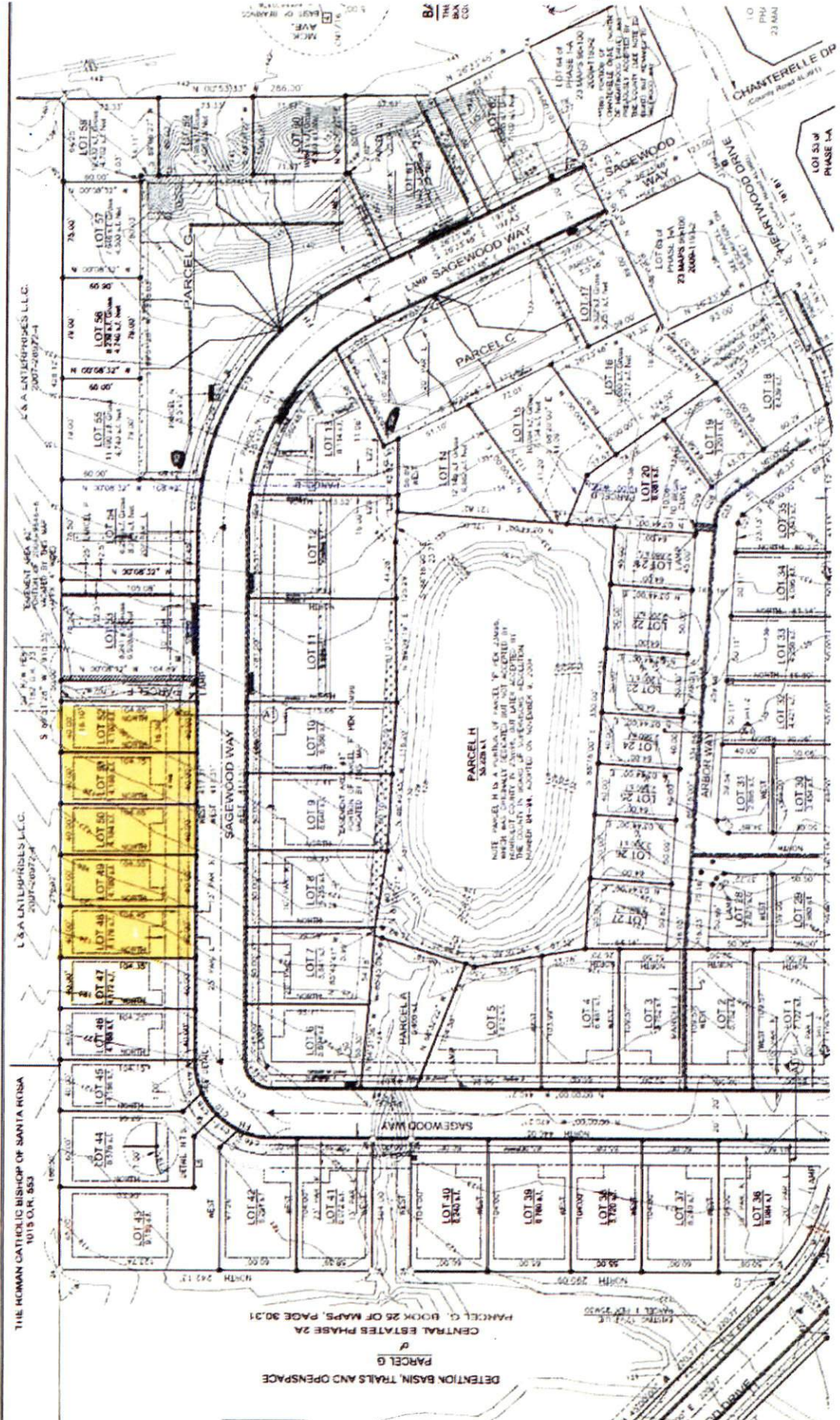
Witness my hand and official seal.

P. Nicholas (seal)
Signature



ATTACHMENT B

Location Map



ATTACHMENT C

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

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

2015-014150-6
Recorded - Official Records
Humboldt County California
Kelly E. Sanders, Recorder
Recorded by: FNTICo

Clerk: MM Total: \$0.00
Jul 21, 2015 at 10:48:42

CONVEYANCE AND AGREEMENT
(for Development Restrictions)

Entered Into On: July 14, 2015)
(to be filed in by the Clerk of the Board)

Assessor Parcel Number:
508-252-031

BY AND BETWEEN)
Central Estates Remainder, LLC)
James L. Furtado, Manager)

(hereinafter referred to as OWNER

Case No: **FMS 07-08, PUD 07-04**

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

Application No: **Central Estates Phase 2C**

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

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 20th day of July, 20 15, before me, Kelly Lee Vizgaudis Public

Notary, personally appeared Estelle R. Fennell, Ch. Board Supervisor 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.

Kelly L. Vizgaudis (seal)
Signature



OWNER(S)*

Central Estates Remainder LLC
James L Furtado, Manager

James L Furtado

Print name here

Sign above

Print name here

Sign above

Print name here

Sign above

Print name here

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 2nd day of June, 2015, before me, P. Nicholas Public

Notary, personally appeared James L. Furtado 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.

P. Nicholas (seal)
Signature

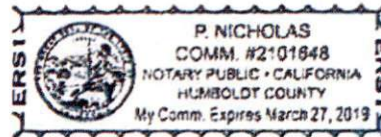


EXHIBIT A

PROPERTY DESCRIPTION

All that real property situated in the portion of the Northeast Quarter of Section 6, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

Tract No. 647 (Central Estates Subdivision, Phase 2C) consisting of Lots 1 through 62 as shown on the map thereof on file in the Recorder's Office in the County of Humboldt, recorded July 31st, 2015, in Book 25 of Maps, Pages 48-51.



Edward Schillinger

June 30 2015

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. Development of second residential units on parcels 1, 4 through 10, and 18 through 52.
2. Development of multifamily residential units on parcels 11 through 17, and 53 through 62.

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 exist:

1. Development of second residential units on parcels 1, 4 through 10, and 18 through 52 may be reconveyed upon payment of parkland dedication fees of \$767 per parcel at the time individual lot owners apply for a permit to construct a secondary dwelling unit.
2. Development of multifamily residential units on parcels 11 through 17, and 53 through 62 may be reconveyed upon payment of parkland dedication fees of \$767 per residential unit prior to building permit final issuance.