



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

Hearing Date: October 11, 2016

To: Board of Supervisors

From: Robert S. Wall, Interim Director, Planning and Building Department *RSW*

Subject: **Release from Conveyance and Agreement to Allow Construction of Second Residential Unit on Lot 23 (APN 511-084-042) of the Morgan Final Map Subdivision**  
Case Number PRK-16-001  
Assessor Parcel Number 511-081-069  
1350 Underwood Court, McKinleyville 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 23 of the Morgan Final Map Subdivision (Attachment A).
3. Direct Planning and Building Department - Planning Division 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.

### 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.

Prepared by Karen Meynell, Planner II

CAO Approval *Cheryl D. Higgins*

### REVIEW:

Auditor \_\_\_\_\_ County Counsel *ME* 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 Fennell Seconded by Supervisor Bass

Ayes Fennell, Bass, Lovelace, Bohn, Sundberg

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

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

Dated: October 11, 2016

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

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 23 (APN 511-084-042) of the Morgan Final Map Subdivision (APN 511-081-069; Case Number FMS-02-03/SNC-02-02). The parcel is located in the McKinleyville area. The parcel is located on the southwest corner of Underwood Road and Underwood Court on the property known as 1350 Underwood Court (Attachment B).

The Subdivision was recorded with the Humboldt County Recorder on December 21, 2007 as Tract Map No. 603 in Book 24 of Maps, pages 57-59. The project involved subdivision of an approximately 5.5 acre parcel into 26 lots. The property is zoned for Residential Single Family development with a Manufactured Home, Airport Safety Review and Streamside Management Area/Wetlands combining zone (R-1-T-AP-WR). 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 January 8, 2008 as Instrument Number 2008-387-7.

Furthermore, the parcels within the original subdivision (FMS-02-03/SNC-02-02) are located within Airport Zone C\*, and have a density of 8 dwelling units per acre. In order to conform to this density, only 18 secondary dwelling units can be permitted within the subdivision. To date, only two secondary dwelling units have been permitted within the subdivision and therefore the proposed secondary dwelling unit meets the specified density. The Planning Division has kept a current list of all APNs within the subdivision with secondary dwelling units.

The original subdivider, Dan and Gail Morgan, remain the current owners of Lot 23 (APN 511-084-042). They presently request a release from the Agreement for the above-mentioned lot. Dan and Gail Morgan request a Quitclaim and Partial Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling unit on Lot 23 and have submitted a check in the amount of \$595.37 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 23. 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 Morgans 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. 2008-387-7 (recorded January 8, 2008)

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

By And Between

**Danny E. Morgan and Gail Ann Morgan**

(hereafter referred to as OWNER)

And The County Of Humboldt

(hereafter referred to as COUNTY)

} Assessor Parcel No.:

} **511-084-042**

}

}

}

}

} Application No.: 10750

} Case No.: PRK-16-001

}

WHEREAS, on December 11, 2007 OWNER (or OWNER's predecessor in interest) and COUNTY executed a Conveyance and Agreement which was recorded on January 8, 2008 in the Humboldt County Recorder's Office, Official Records Document Number 2008-387-7; and

WHEREAS, said Conveyance and Agreement restricted the development of the real property described therein, including Lot 23 (currently APN 511-084-042) of Tract Map No. 603, on file in the Recorder's Office of the County of Humboldt in Book 24 of Parcel Maps, Pages 57 through 59 (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 23 (currently APN 511-084-042) of Tract Map No. 603 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 10/17/16 BY   
Chair, Board of Supervisors Mark Lovelace  
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.

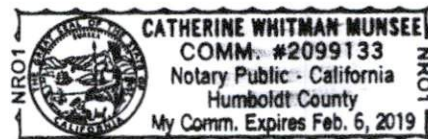
STATE OF CALIFORNIA }  
COUNTY OF HUMBOLDT }

On this 17 day of October 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.

 (seal)  
Signature





OWNER(S)

  
Sign above. Print name here: Danny E. Morgan

  
Sign above. Print name here: Gail Ann Morgan



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 }

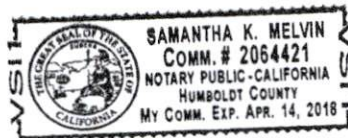
On this 29<sup>th</sup> day of August, 2016, before me, Samantha Melvin Public

Notary, personally appeared Gail Ann Morgan and Danny E. Morgan 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.

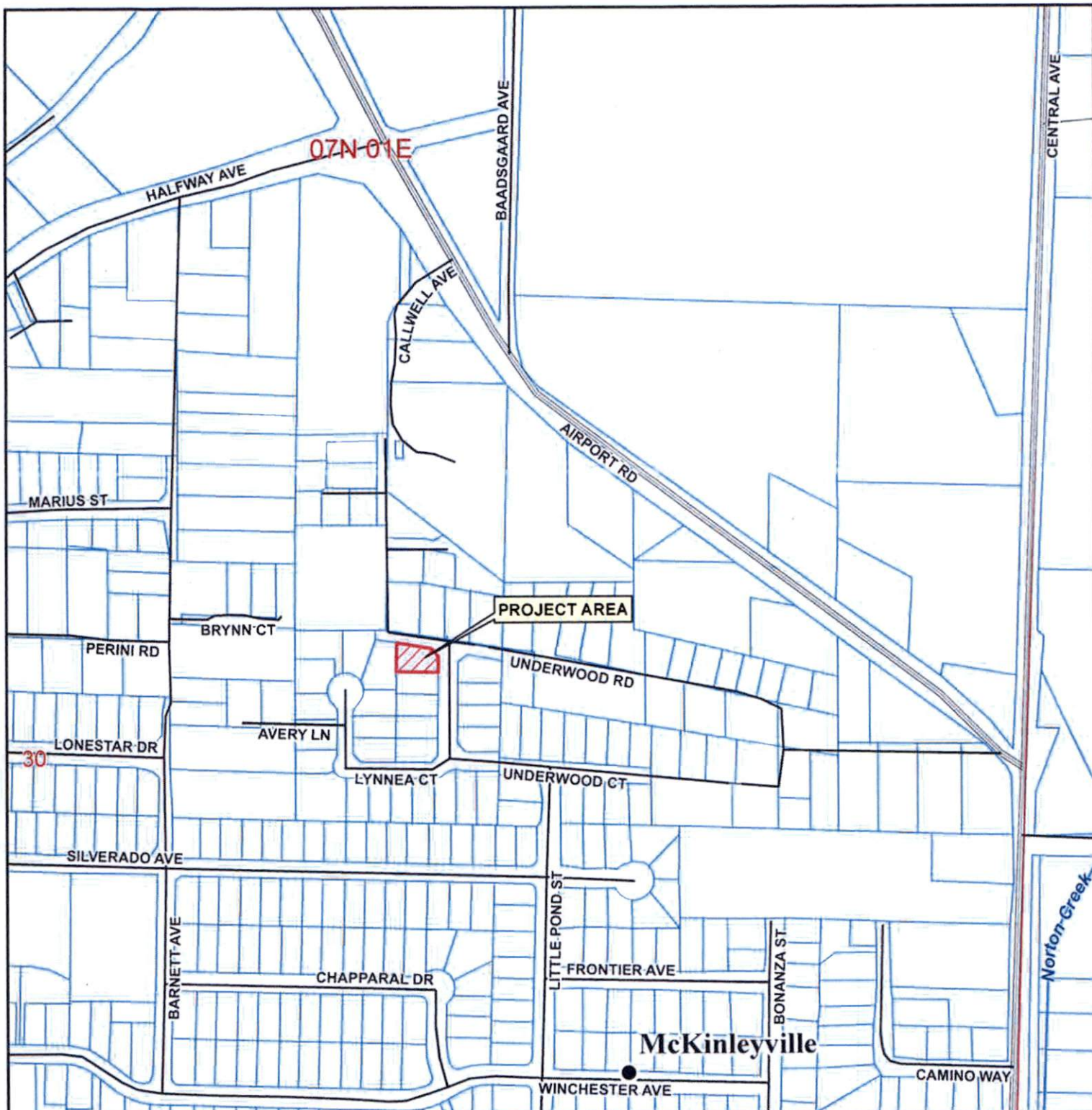
  
Signature (seal)





ATTACHMENT B

Location Map



# LOCATION MAP

PROPOSED MORGAN  
PARKLAND FEES  
MCKINLEYVILLE AREA

PRK-16-001

APN: 511-084-042

T07N R01E S30 HB&M (Arcata North)

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  
Feet



ATTACHMENT C

Conveyance and Agreement (for Development Restrictions)  
Instrument No. 2008-387-7  
(recorded January 8, 2008)



2008-387-7

Recorded — Official Records  
Humboldt County, California

Carolyn Crnich, Recorder

Recorded by FIDELITY NATIONAL TITLE C

Exempt from payment of fees

Clerk: MM Total: 0.0

Jan 8, 2008 at 10:00

Recording Requested By:  
HUMBOLDT COUNTY PLANNING DIVISION

EXEMPT PURSUANT TO  
GOVERNMENT CODE SECTION 27383

Return To:  
Humboldt County  
Community Development Services  
3015 H Street  
Eureka, CA 95501-4484

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

ENTERED INTO ON December 11, 2007

BY AND BETWEEN )

-MORGAN, Dan and Gail )

(hereinafter referred to as OWNER )

AND THE COUNTY OF HUMBOLDT )

(hereinafter referred to as COUNTY) )

RE: MORGAN PROJECT

Case No. FMS-02-03/SNC-02-02

File No. APN 511-081-69

**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 11, 2007.

COUNTY OF HUMBOLDT

By Bonnie Neely  
Chairman of the Board of Supervisors of the County of Humboldt, State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF HUMBOLDT }

on December 11, 2007 before me, KATHY HAYES, Clerk of the Board of Supervisors, personally appeared Bonnie Neely, 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.

Nikki Turner - Deputy  
SIGNATURE

Seal

OWNER(S):\*

Danny E. Morgan  
Gail Ann Morgan

By \_\_\_\_\_  
Title \_\_\_\_\_

**Danny E. Morgan and Gail Ann Morgan, Trustees of The Danny E. Morgan and Gail Ann Morgan Family Trust of 2003**

\*Attach separately full page Notary Acknowledgment

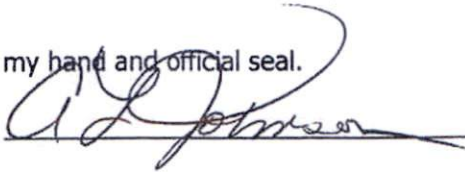


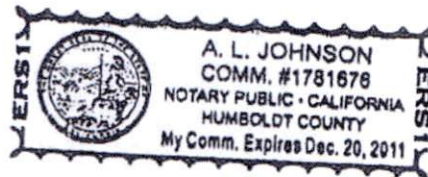
State of California )  
County of Humboldt )

On January 8, 2008 before me,  
A. L. Johnson, Notary Public (here insert name and title of the officer),  
personally appeared Danny E. Morgan and Gail Ann Morgan,  
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  (Seal)



# ACKNOWLEDGEMENT

STATE OF CALIFORNIA }  
COUNTY OF HUMBOLDT }

On August 27, 2007  
DATE

before me, Yvette M. Mendes, Notary Public,  
NAME, TITLE OF OFFICER

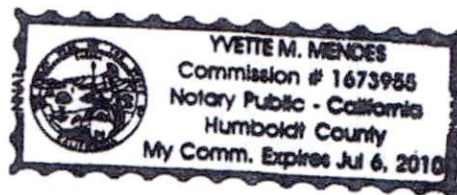
personally appeared Danny E. Morgan and  
NAME(S) OF SIGNER(S)

Gail Ann Morgan  
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.

Yvette M. Mendes  
SIGNATURE OF NOTARY



## 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) \_\_\_\_\_

Conveyance and Agreement  
(for development restrictions)

RE: FMG-02-03

H.C.P.D. File No. APN 511-081-69

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All that real property situated in the South half of the Northeast quarter of Section 30, Township 7 North, Range 1 East, Humboldt Meridian, in the County of Humboldt, State of California, described as follows:

Lot 1 through 26 of Morgan Subdivision, Tract No. 603,  
filed in Book 24 of Maps, Pages 57, 58 & 59,  
Humboldt County Records.

End of Description



2 NOV, 2007



**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:

second or secondary dwelling units on lots 1 through 26

**PART 2**

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

Release from the Conveyance and Agreement may be pursued upon payment of the parkland dedication fee balance and upon a change in the restrictions set forth by the Airport/Land Use Compatibility Matrix, i.e. number of dwelling units per acre. A copy of the Conveyance and Agreement form with pro-rata dedication payments amounts for each lot calculated will be provided by the Planning Department upon the election of this option by the applicant once the Final Map is prepared and approved for recordation. 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 a second or secondary dwelling unit.