



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-8**

For the meeting of November 15, 2016

Date: November 15, 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 4 (APN 018-081-025) of the Little Trails Final Map Subdivision; File No.: APN 018-081-005; Case No.: PRK-16-003**

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Consider the application.
2. Authorize the Chair of the Board to execute the Quitclaim and Reconveyance (for Development Restrictions) for Lot 4 of the Little Trails Final Map Subdivision (Attachment A).
3. Direct Planning and Building Department - Planning Division to record the Quitclaim and 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.

### BOARD'S STRATEGIC FRAMEWORK:

The execution of the Quitclaim and Reconveyance (for Development Restrictions) supports the Board's Strategic Framework through its core roles of providing for and maintaining infrastructure and is consistent with the Board's priorities to facilitate public and private partnerships.

### 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 Reconveyance (for Development Restrictions), including legal document review and document recordation fees.

Prepared by Karen Meynell, Planner II

CAO Approval *Cheryl Dillingham*

### REVIEW:

Auditor \_\_\_\_\_ County Counsel *WB* 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, Sundberg, Lovelace, Bohn  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

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

Dated: November 15, 2016

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

#### DISCUSSION:

Planning and Building Department - Planning Division requests a Quitclaim and Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling unit on Lot 4 (APN 018-081-025) of the Little Trails Final Map Subdivision (File No.: APN 018-081-005; Case No.: FMS-07-03). The parcel is located in the Cutten area on the north side of Cypress Road on the property known as 4171 Berner Lane (Attachment B).

The Subdivision was filed with the Humboldt County Recorder on November 5, 2015 as Tract Map No. 648 in Book 25 of Maps, pages 52-53. The project involved subdivision of an approximately 1.5 acre parcel into 7 lots. The property is zoned for Residential Single Family development (R-1\*). 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 November 5, 2015 as Instrument Number 2015-021198-7.

The original subdivider, Wade Bray General Contractor, Inc., transferred ownership of Lot 4 (APN 018-081-025) to Michael Wade Bray and Kathleen Bray and Christopher W. Bray and Kara A. Bray by executing a Grant Deed recorded with the Humboldt County Recorder on December 18, 2015 as Instrument Number 2015-023558-2. They presently request a release from the Agreement for the above-mentioned lot. The current owners request a Quitclaim and Reconveyance (for Development Restrictions) to allow construction of a secondary dwelling unit on Lot 4 and have submitted a check in the amount of \$1,181.84 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 4. Planning Division Staff recommends that your Board approve the release and direct the Chair to execute the Quitclaim and 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 \$35.

#### 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 Brays 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 Reconveyance (for Development Restrictions)

Attachment B: Location Map

Attachment C: Conveyance and Agreement (for Development Restrictions), Instrument  
No. 2015-021198-7 (recorded November 5, 2015)

ATTACHMENT A

Quitclaim and 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 RECONVEYANCE  
(For Development Restrictions)

Entered Into On  
By And Between  
**Michael Wade Bray and Kathleen Bray and  
Christopher W. Bray and Kara A. Bray**  
(hereafter referred to as OWNER)

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

} Assessor Parcel No.:  
} **018-081-025**  
}  
}  
}  
} Application No.: 11196  
} Case No.: PRK-16-003  
}

WHEREAS, on November 4, 2015 OWNER (or OWNER's predecessor in interest) and COUNTY executed a Conveyance and Agreement which was recorded on November 5, 2015 in the Humboldt County Recorder's Office, Official Records Document Number 2015-021198-7; and

WHEREAS, said Conveyance and Agreement restricted the development of the real property described therein, including Lot 4 (currently APN 018-081-025) of Tract Map No. 648, on file in the Recorder's Office of the County of Humboldt in Book 25 of Maps, Pages 52 through 53 (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 4 (currently APN 018-081-025) of Tract Map No. 648 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 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 Reconveyance on the date first written above.

ON 11/22/16 BY Mark Lovelace  
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.

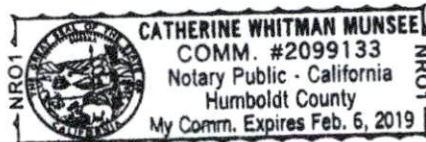
STATE OF CALIFORNIA }  
COUNTY OF HUMBOLDT }

On this 22 day of November 20 16, before me, Catherine Whitman Munsee 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 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



OWNER(S)

*Michael Wade Bray*

Sign above. Print name here: Michael Wade Bray

*Kathleen Bray*

Sign above. Print name here: Kathleen Bray

*Christopher W Bray*

Sign above. Print name here: Christopher W. Bray

*Kara A. Bray*

Sign above. Print name here: Kara A. Bray

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 3rd day of October, 2016, before me, Katie A. Blair Public  
and Christopher W. Bray

Notary, personally appeared Michael Wade Bray, Kathleen Bray, Kara A. Bray 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.

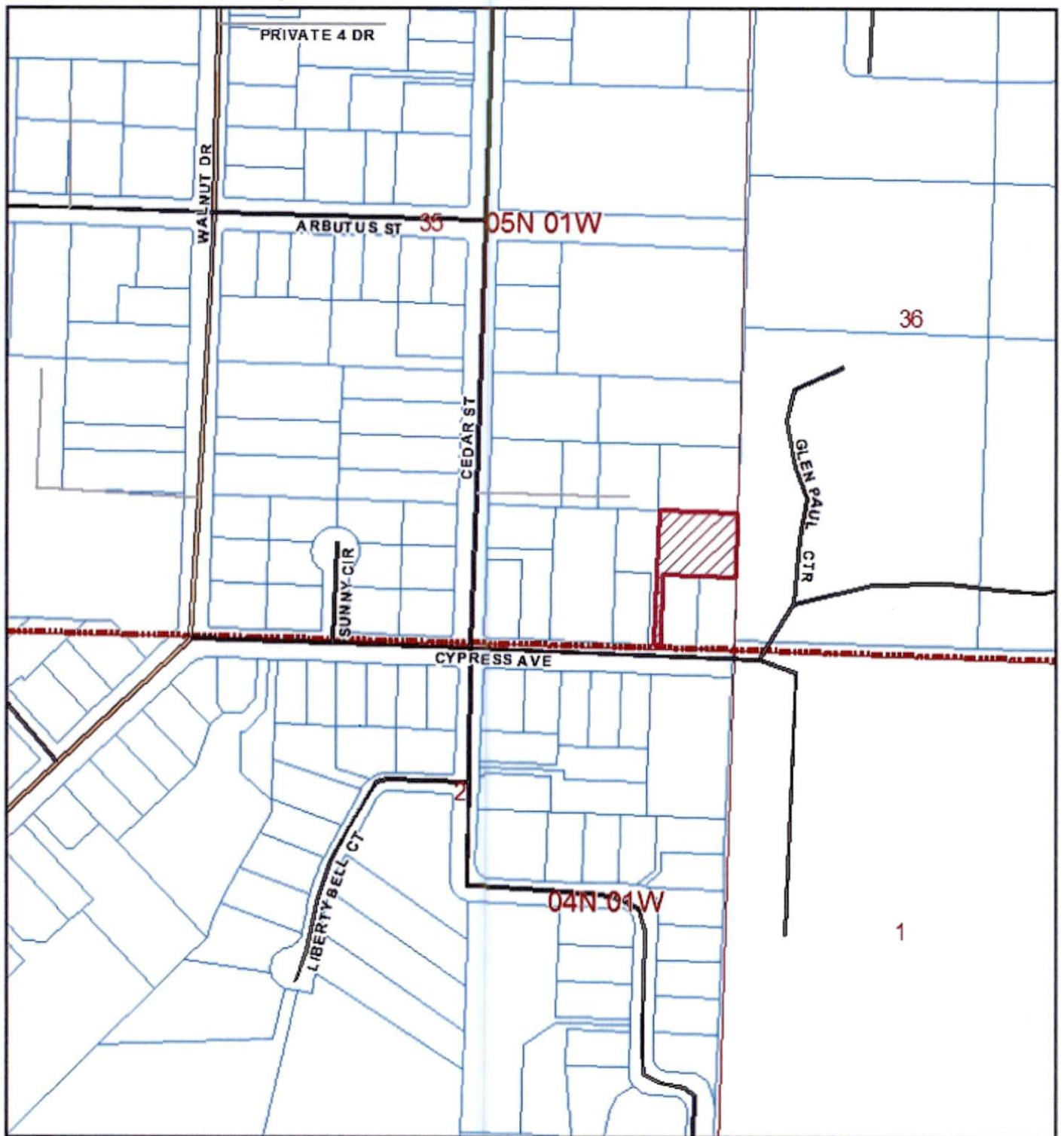
Katie A. Blair (seal)  
Signature



ATTACHMENT B

Location Map





# LOCATION MAP

PROPOSED BRAY  
PARKLAND FEES  
CUTTEN / EUREKA AREA  
PRK-16-003

APN: 018-081-025

T05N R01W S36 HB&M (Eureka)

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. 2015-021198-7  
(recorded November 5, 2015)

2015-021198-7  
Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: HLTCO

**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

Clerk: LH Total: \$0.00  
Nov 5, 2015 at 15:30:47

CONVEYANCE AND AGREEMENT  
(for Development Restrictions)

Entered Into On: November 4, 2015 )  
(to be filled in by the Clerk of the Board)

Assessor Parcel Number:  
**018-081-005-000**

BY AND BETWEEN )  
**Wade Bray General Contractor, Inc., a California** )  
**Corporation** )

(hereinafter referred to as OWNER

Case No: **FMS-07-03**

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

Application No: **4923**

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.

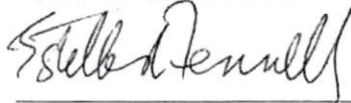
4. OWNER agrees to insert in any document which transfers title to the subject property, or any part thereof, a provision excepting from such transfer the right, power, and privilege to develop the subject property in the manner or for the purposes described in PART 1 of EXHIBIT B attached hereto unless 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 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 }

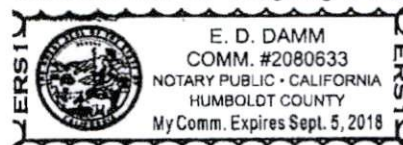
On this 4 day of NOVEMBER, 2015, before me, E. D. DAMM Public

Notary, personally appeared Estelle Fennell who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ ~~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~~ the instrument the person ~~is~~, or the entity upon behalf of which the person ~~is~~ 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)\*

Wade Bray General Contractor, Inc., a California Corporation

by:

Print name here

Sign above

Michael Wade Bray, President

Print name here

Sign above

Kathleen Bray C.F.O.

Print name here

Sign above

Kathleen Bray C.F.O.

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 13th day of October, 20 15, before me, Roxanne Bennett, Public

Notary, personally appeared MICHAEL WADE BRAY 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.

Roxanne Bennett (seal)  
Signature



CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA }  
COUNTY OF HUMBOLDT }

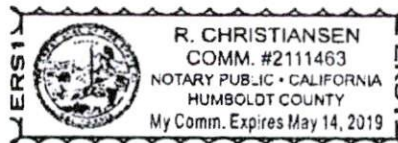
On this 21<sup>st</sup> day of October, 2015, before me, R. Christiansen Public

Notary, personally appeared Kathleen Bray 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.

R Christiansen (seal)  
Signature



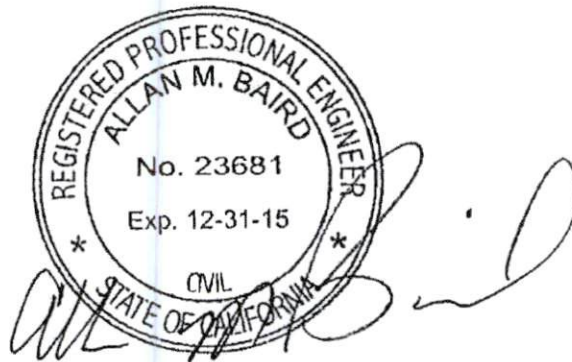
**EXHIBIT A**

**PROPERTY DESCRIPTION**

BEING A SUBDIVISION OF THAT CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY, LYING WITHIN THE SE  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 5 N., RANGE 1 W., AND THE  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 4 N., RANGE 1 W, HUMBOLDT MERIDIAN, DESCRIBED AS FOLLOWS:

Lots 3 through 7 of the Little Trail Subdivision Phase 1, Tract No. 648, filed in Book 25 of Maps, Pages 52 + 53, Humboldt County Records.

End of Description





**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:

Development of second or secondary dwelling units on Lots 3 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:

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 \$3,655.00 for Lots 3 through 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
3	\$692.60	
4	\$1,181.84	
5	\$593.52	
6	\$593.52	
7	\$593.52	