

DEPARTMENT: Planning

BY: Tony Lashbrook

PHONE: 966-5151

RECOMMENDED ACTION AND JUSTIFICATION: Adoption of a resolution directing the Chairmans signature on the attached agreement requiring property owner to rent housing units to low/moderate income families for a 30 year period and approval of a building permit fee refund of \$2493.91.

The granting of density bonuses or other incentives to promote the construction of low and moderate income housing projects is a requirement of State law and a policy within the Housing Element of the County's General Plan. The Housing Element also specifically provides for the granting of building permit fee waivers or refunds as an appropriate incentive in support of the development of this type of housing. In accordance with State Law, the County must insure that the housing for which an incentive has been granted remains available to the targeted residents for at least 30 years. The attached agreement is structured to provide the required assurances.

The refunds would be paid from the building permit fee account and would result in a reduction in net fee revenue.

BACKGROUND AND HISTORY OF BOARD ACTIONS: None on these requests, which are the first of this type received.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- 1. Deny fee refunds. This action would be contrary to the housing policies contained within our Housing Element.
- 2. Approve refunds without execution of the recommended agreement. This action would be contrary to State law (G.C. Section 65915).
- 3. Continue Matter to obtain additional information.

COSTS: ( ) Not Applicable

A. Budgeted current FY \$ -0-

B. Total anticipated costs \$2,493.31

C. Required Add'l funding \$

D. Source: Building permit fee revenue

SPECIAL INSTRUCTIONS:

1. Submit Original of Action Form

2. Submit eleven copies of all attachments, number the pages, and list the attachments:

SOURCE: ( ) 4/5ths Vote Required

A. Internal transfers \$

B. Unanticipated revenues \$

C. Reserve for contingency \$

D. Description:

Balance in Reserve for Contingencies, if approved: \$

1. Agreement

2. Request

CLERK'S USE ONLY:

Res. No.: 90-384

Ord. No.:

Vote - Ayes: Radanovich, Punte, Baggett

Noes: Taber

Absent: Erickson

( ) Approved ( ) Denied

( ) Minute Order Attached

Dated: 8-14-90

The foregoing instrument is a correct copy of the original on file in this office.

Date:

ATTEST: MARGIE WILLIAMS

Clerk of the Board of Supervisors County of Mariposa, State of CA

By: Deputy

AFTER RECORDING

Please Return Original to the Clerk of the Board

Recorded at the Request of <i>Mariposa County</i>
<i>Aug 22 19 90</i> at <i>3:30 pm</i>
Official Records Fee \$ <i>6</i>
EVELYN N. BILLINGS Mariposa County Recorder <i>Linda Jacobs</i> Deputy Recorder

AGREEMENT

This agreement is entered into on this 14th day of August 1990 between the County of Mariposa, "COUNTY" and Letty Barry Brouillette and Barron E. Brouillette "PROPERTY OWNER".

WHEREAS, the property owner proposes to construct a housing project and (1) limit the occupancy of 25% or more of the units to persons or families of low or moderate income as defined by Section 50093 of the California Health and Safety Code, or (2) limit the occupancy of 10% of the total units of a housing development to lower income households as defined in Section 50079.5 of the Health and Safety Code, or (3) limit the occupancy of 50% or more of the dwelling units within the development to qualifying residents, as defined in Section 51.2 of the Civil Code, and

WHEREAS, the County has agreed to grant a 25% Density Bonus or another equal incentive in accordance with California Government Code Section 69915, and

WHEREAS, it is incumbent upon the County to insure that the units subject to the density bonus continue to be available to qualified low and moderate income residents.

THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

- I. Developer and all assignees agree to rent all units

within the project, with the exception of one manager's unit, to qualifying persons or households as defined above in this agreement for a minimum period of 30 years from the date of this agreement.

II. Developer agrees to furnish Mariposa County with information regarding the qualifications of the residents of the project upon request.

III. County agrees to waive/refund all building permit fees and other County fees necessary for the construction of the project.

IV. For the purposes of this agreement, the project is defined as a 16 unit multi-family residential development located on property as described in Exhibit 'A' attached.

V. This agreement shall be recorded in the Official Records of Mariposa County.

VI. The property affected by this agreement is described as follows:

SEE ATTACHED EXHIBIT 'A'

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

ACKNOWLEDGMENTS

PROPERTY OWNER(S)

\_\_\_\_\_  
\_\_\_\_\_

BY: Larry B. Brownletter  
BY: Danou E. Brownletter  
BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM:

Jeffrey L. Green

COUNTY OF MARIPOSA  
BY: Robert O Littlejohn

CHAIRMAN, Mariposa County  
Board of Supervisors

ATTEST: Marcie Williams

MARCIE WILLIAMS, CLERK OF THE BOARD

7-31bc

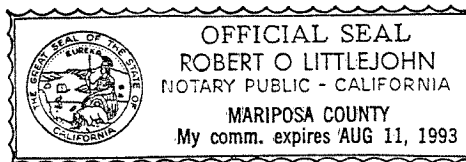
STATE OF CALIFORNIA Mariposa ss.  
COUNTY OF \_\_\_\_\_

On August 1, 1990, before me, the undersigned, a Notary Public in and for  
said State, personally appeared Barron E. Brouillette and Letty Barry  
Brouillette

personally known to me (or proved to me on the basis of satis-  
factory evidence) to be the person(s) whose name(s) is/are sub-  
scribed to the within instrument and acknowledged to me that  
he/she/they executed the same.

WITNESS my hand and official seal.

Signature Robert O Littlejohn



(This area for official notarial seal)

3001 (6/82) (Individual) First American Title Company

September 12, 1988  
 Portion of Government Lot 5 & 6 and protion of SW $\frac{1}{4}$  of NE $\frac{1}{4}$   
 LEGAL DESCRIPTION  
 Parcel 'A'

Exhibit 'A'

All that portion of Government Lot No. 5, Section 23, T 4S, R 18E, M.D.B. & M., lying south and west of the southerly and westerly right of way line of State Highway 140, being more particularly described as follows:

Commencing at the north quarter corner of said Section 23; thence along the west line of said Government Lot No. 5, South 00°01'21" East, 392.92 feet to a point on said southerly right of way line of State Highway 140, said point being the true point of beginning; thence along said right of way the following courses and distances, South 65°12'04" East, 54.19 feet; thence South 83°51'04" East, 225.15 feet; thence South 82°12'03" East, 380.50 feet; thence South 62°12'45" East, 372.55 feet; thence South 15°11'51" West 285.01 feet; thence South 11°31'18" East, 296.30 feet; thence South 50°18'37" East, 176.34 feet to a point on the south line of said Government Lot No. 5; thence along the south line thereof North 89°56'40" West, 1099.40 feet to the southwest corner of said Government Lot No. 5; thence North 00°01'21" West, 949.08 feet to the true point of beginning.

Excepting therefrom, all that portion of said Government Lot No. 5 as shown on that certain Record of Survey no. 1161, recorded April 23, 1959, Mariposa County Records, being more particularly described as follows:

Commencing at the southwest corner of said Government Lot No. 5; thence along the south line thereof South 89°56'40" East, 485.04 feet to the true point of beginning; thence continuing South 89°56'40" East, 268.55 feet; thence North 45°34'13" West, 244.03 feet; thence South 28°55'49" West, 194.89 feet to the true point of beginning.

Together with all that portion of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 23 lying southerly and westerly of the southwesterly right of way line of State Highway 140, and lying northeasterly of that certain parcel as shown on Record of Survey no. 1161, recorded April 23, 1959, Mariposa County Records, being more particularly described as follows:

Commencing at the northeast corner of said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; thence along the east line thereof South 00°24'55" East, 124.07 feet to a point on said southwesterly right of way line of State Highway 140, said point being the true point of beginning; thence continuing South 00°24'55" East, 422.78 feet to the northeast corner of that certain parcel shown on said Record of

Survey No. 1161; thence along the northwesterly line thereof, North 45°34'13" West, 781.92 feet to a point on the north line of said Government Lot No. 5; thence along the north line thereof South 89°56'40" East, 345.81 feet to a point on said southwesterly right of way line of State Highway 140; thence along said right of way South 50°18'37" East, 73.59 feet; thence South 63°11'10" East, 171.29 feet to the true point of beginning.

Together with all that portion of Government Lot No. 6; being more particularly described as follows:

Commencing at the north quarter corner of said Section 23; thence along the north line thereof South 89°53'23" West, 431.34 feet to a point on said southwesterly right of way line of State Highway 140; thence along said right of way South 40°35'43" East, 420.18 feet to the true point of beginning; thence continuing along said right of way South 65°12'04" East, 174.14 feet to a point on the east line of said Government Lot No. 6; thence along the east line thereof South 00°01'21" East, 949.08 feet to the southeast corner of said Government Lot No. 6; thence North 28°30'53" West, 476.33 feet; thence North 00°01'21" West, 285.00 feet; thence North 30°35'43" West, 200.00 feet; thence North 49°24'17" East, 225.00 feet to the true point of beginning.

Total parcel containing 25.71 ± acres

Together with a 60.00 foot wide easement for road and utility purposes appurtenant to the above described property, located within the North  $\frac{1}{2}$  of said Section 23 as shown on attached Exhibit 'AA'.

Together with a 60.00 foot wide easement lying 30.00 feet on either side of all existing roadways, as they presently exist on September 11, 1988, for road and utility purposes within Government Lots 5 and 6 of said Section 23, said easement being appurtenant to the above described property.



*[Handwritten signature]*