

**Mono County
Community Development Department**

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

**DIRECTOR REVIEW
APPLICATION**

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____	CHECK # _____ (NO CASH)

APPLICANT/AGENT Henry & Michele Glass

ADDRESS 170 Dakota Ranch CITY/STATE/ZIP Benton, CA 93542

TELEPHONE (760) 914.9090 E-MAIL mountaincarpet@gmail.com

OWNER, if other than applicant Douglas Baysore

ADDRESS 54335 Inverness CITY/STATE/ZIP La Quinta, CA 92253

TELEPHONE (760) 914.1188 E-MAIL laquintacarpet@gmail.com

DESCRIPTION OF PROPERTY:

Assessor's Parcel # 24-040-01 General Plan Land Use Designation AG

PROPOSED USE: Applicant(s) should describe the proposed project in detail, using additional sheets if necessary. Note: An incomplete or inadequate project description may delay project processing.

5-10 yrs: Build single family residence.

Current: Continue to clear burnt house;
maintain vegetation.

I CERTIFY UNDER PENALTY OF PERJURY THAT I am: legal owner(s) of the subject property (all individual owners must sign as their names appear on the deed to the land), corporate officer(s) empowered to sign for the corporation, or owner's legal agent having Power of Attorney for this action (a notarized "Power of Attorney" document must accompany the application form), AND THAT THE FOREGOING IS TRUE AND CORRECT.

Henry & Michele Glass
Signature Michele Glass

Douglas A. Baysore
Signature

5.8.2020
Date

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PROJECT INFORMATION

(To be completed by applicant or representative)

NOTE: Please answer all questions as accurately and completely as possible to avoid potential delays in processing. Attach additional sheets if necessary.

I. TYPE OF PROJECT (check any permit(s) requested):

- Director Review Use Permit Lot Line Adjustment Land Division (4 or fewer)
 Subdivision Specific Plan Variance General Plan Amendment
 Other _____

APPLICANT Henry & Michele Glass

PROJECT TITLE Benton Ranch

LOT SIZE (sq. ft./acre) 10 acres ASSESSOR'S PARCEL # 24-040-01

PROJECT LOCATION 170 Dakota Ranch Rd. Benton

Has your project been described in detail in the project application? Yes No 93512

Please Specify:

Number of Units _____ Building Height/# of floors 1
Number of Buildings 1 Density (units/acre) _____

Total lot coverage/impervious surface (sq. ft. & %) 435600 / 100%
a. Buildings (first-floor lot coverage /sq. ft. & %) 1800 sf.
b. Paved parking & access (sq. ft. & %) _____

Landscaping/screening and fencing:
a. Landscaping (sq. ft. & %) 100,000 sf / 25%
b. Undisturbed (sq. ft. & %) 74.95%

Total parking spaces provided:
a. Uncovered _____
b. Covered 2
c. Guest/Handicapped _____

II. SITE PLAN

Are all existing and proposed improvements shown on the Plot Plan (see attached Plot Plan Requirements)? Yes No

III. ENVIRONMENTAL SETTING

Use one copy of the Tentative Map or Plot Plan as needed to show any necessary information. Attach photographs of the site, if available.

More on back...

1. VICINITY MAP:

Attach a copy of assessor's parcel pages or a vicinity map showing the subject property in relation to nearby streets and lots or other significant features.

2. EXISTING DEVELOPMENT:

Vacant If the site is developed, describe all existing uses/improvements such as structures, roads, etc. Does the Plot Plan show these uses? Yes No

Current dirt road access, 1 barn, 1 well house, 2 small sheds.

3. ACCESS/CIRCULATION:

Name of Street Frontage(s) Foothill Road

Paved Dirt No existing access

Are there any private roads, drives or road easements on/through the property?

Yes No

Has an encroachment permit been submitted to Public Works or Caltrans? Yes No

Does the property have any existing driveways or access points? Yes No

Are any new access points proposed? Yes No

Does the Plot Plan show the driveways or access points? Yes No

Describe the number and type of vehicles associated with the project _____

4. ADJACENT LAND USES:

A. Describe the existing land use(s) on adjacent properties. Also note any major man-made or natural features (i.e., highways, stream channels, number and type of structures, etc.).

LAND USE

LAND USE

North AG South AG

East AG West AG

B. Will the proposed project result in substantial changes in pattern, scale or character of use in the general area? Yes No If YES, how does the project propose to lessen potential adverse impacts to surrounding uses? _____

5. SITE TOPOGRAPHY:

Is the site on filled land? Yes No Describe the site's topography (i.e., landforms, slopes, etc.) _____

6. DRAINAGES:

A. Describe existing drainage ways or wetlands on or near the project site (i.e., rivers, creeks and drainage ditches 12" or deeper and/or within 30' of the property) n/a

B. Are there any drainage easements on the parcel? Yes No

C. Will the project require altering any streams or drainage channels? Yes No If YES, contact the Department of Fish and Game for a stream alteration permit. IF YES TO ANY OF THE ABOVE, show location on plot plan and note any alteration or work to be done within 30 feet of the stream or drainage.

7. VEGETATION:

A. Describe the site's vegetation and the percentage of the site it covers (map major areas of vegetation on the Plot Plan) Sage, tumbleweed & thorny locust trees. 90%!

B. How many trees will need to be removed? 0

- C. Are there any unique, rare or endangered plant species on site? Yes No
- D. Has the site been used for the production of agricultural crops/trees or grazing/pasture land in the past or at the present time? Yes No
- E. Is landscaping/planting of new vegetation proposed? Yes No
8. WILDLIFE:
- A. Will the project impact existing fish and wildlife? Yes No
Describe existing fish and wildlife on site and note any proposed measures (if any) to avoid or mitigate impacts to fish and wildlife _____

- B. Are there any unique, rare or endangered animal species on site? Yes No
9. CULTURAL RESOURCES:
- A. Are there any cemeteries, structures or other items of historical or archaeological interest on the property? Yes No Specify _____

10. SITE GRADING:
- A. Will more than 10,000 square feet of site area be cleared and/or graded? Yes No If YES, how much? _____
- B. Will the project require any cuts greater than 4' or fills greater than 3'? Yes No
- C. Will the project require more than 200 cubic yards of cut or fill? Yes No If YES, how much? ____ If YES to A, B or C, contact the Department of Public Works for a grading permit.
- D. Will site grading of 10% or more occur on slopes? Yes No
- E. Note any measures to be taken to reduce dust, prevent soil erosion, or the discharge of earthen material off site or into surface waters Continue to care for the current vegetation.
11. AIR QUALITY:
- A. Will the project have wood-burning devices? Yes No If YES, how many? 1
- B. What fuel sources will the proposed project use? Wood Electric Propane/Gas
- C. Will the proposal cause dust, ash, smoke, fumes or odors in the vicinity? Yes No
12. VISUAL/AESTHETICS:
- A. How does the proposed project blend with the existing surrounding land uses?
Coloring of future home to blend as close as possible to vegetation & foothills.
- B. How does the proposed project affect views from existing residential/commercial developments, public lands or roads? Should be little to no affect.
- C. If outdoor lighting is proposed, describe the number, type and location _____

13. NATURAL HAZARDS:
- A. Is the site known to be subject to geologic hazards such as earthquakes, landslides, mudslides, ground failure, flooding, avalanche or similar hazards? Yes No (Circle applicable hazard[s]).
- B. Will any hazardous waste materials such as toxic substances, flammables or explosives be used or generated? Yes No
- C. Does the project require the disposal or release of hazardous substances? Yes No
- D. Will the project generate significant amounts of solid waste or litter? Yes No

E. Will there be a substantial change in existing noise or vibration levels? Yes No
If YES to any of the above, please describe _____

More on back...

14. OTHER PERMITS REQUIRED:

List any other related permits and other public approvals required for this project, including those required by county, regional, state and federal agencies:

- Encroachment Permits from *Public Works or Caltrans*.
- Stream Alteration Permit from *Department of Fish and Game*
- 404 Wetland Permit from *Army Corps of Engineers*
- Grading Permit from *Public Works*
- Building Permit from *County Building Division*
- Well/Septic from *County Health Department*
- Timber Land Conversion from *California Department of Forestry*
- Waste Discharge Permit from *Lahontan Regional Water Quality Control Board*
- Other _____

IV. **SERVICES**

1. Indicate how the following services will be provided for your project and the availability of service.

Electricity SCE - currently overhead, future: underground.

Underground Overhead (Show location of existing utility lines on Plot Plan)

Road/Access existing dirt road

Water Supply Well

Sewage Disposal Septic

Fire Protection White Mountain District

School District Benton Elementary

2. If an extension of any of the above is necessary, indicate which service(s), the length of extension(s), and the infrastructure proposed _____

CERTIFICATION: I hereby certify that I have furnished in the attached exhibits the data and information required for this initial evaluation to the best of my ability, and that the information presented is true and correct to the best of my knowledge and belief. I understand that this information, together with additional information that I may need to provide, will be used by Mono County to prepare a Specific Plan in compliance with state law.

Signature [Signature] Date 5/8/2020

For _____

NOTE: Failure to provide any of the requested information will result in an incomplete application and thereby delay processing.

LAND SALE CONTRACT

THIS LAND SALE CONTRACT (this "Agreement") dated 1st day of September 2017 is entered into between DOUGLAS BAYSORE ("Seller") and MICHELLE GLASS and HENRY GLASS, husband and wife (collectively "Buyer").

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 1st day of September, 2017, Seller, for and in consideration of the sum of Eighty Thousand Dollars (\$80,000.00), does hereby agree to convey and grant with warranty of title to Buyer, all of the following lands and property, together with any improvements located on the property:

170 Dakota Ranch Road
Benton, CA 93512
APN 24-040-01 (the "Premises").

2. Buyer and the Seller agree that the Buyer takes the property as-is. Currently it's vacant land of approximately 10 acres. Seller's previous house burned down in a fire years ago. The Premises are currently encumbered only by a first deed of trust to Nationstar ("1st TD Lender") and there are no other deeds of trust or other encumbrances that would make the title unmarketable. Seller shall continue to timely pay all payments due to the 1st TD Lender so as to pay off the loan under its current amortized schedule. Buyer in turn will pay Seller monthly as set forth in this Agreement until the purchase price is paid in full.

Purchase Price

3. The purchase price (the "Purchase Price") of the Premises is Eighty Thousand Dollars (\$80,000.00). Buyer agrees to pay the Purchase Price in monthly installments of Six Hundred Fifty-Eight Dollars and Fifty-Five Cents (\$658.55) due on the 1st of each month, beginning September, 2017 until the Purchase Price is paid in full. Currently the parties have agreed that such monthly payment from Buyer to Seller shall come out of Buyer's paycheck from operations of the carpet business in which Buyer and Seller are partners. But regardless of that relationship, such payment shall be due Seller monthly as set forth above until the Purchase Price is paid in full.
4. There shall be no interest due on the Purchase Price and these monthly payments from Buyer to Seller because the interest rate is 0%.

Initials: _____

mg DB

5. Prepayment of all or part of the Purchase Price may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.
6. Seller shall not at anytime record anything nor permit anything to be recorded on the Premises (e.g. an abstract of judgment against Seller), including without limitation any new deed of trust, option, contract of sale, easement, or anything else.
7. Within ten business days of Seller's payoff of the Nationstar loan, Seller shall so notify Buyer and immediately Seller and Buyer shall cooperate to record concurrently a grant deed to the Premises from Seller to Buyer in a form acceptable to Inyo-Mono Title Company, along with a deed of trust from Buyer to Seller on the Premises in a form also acceptable to Inyo-Mono Title Company. If Buyer or Seller wish title insurance on their grant deed or trust deed, party receiving such insurance may so purchase such title insurance at their own expense.

Property Taxes and Assessments

8. For the duration of this Agreement, the Buyer will be responsible to timely pay all property taxes levied against the Premises.

Insurance

9. Seller shall insure the Premises against liability in an amount reasonably agreed upon by the parties since Seller's name is on the title until the grant deed records. Seller's insurance shall name Buyer as an additional insured and upon request shall provide Buyer with a certificate of such insurance. When the grant deed records, Seller need no longer insure the Premises against liability.

Possession and Due On Sale

10. Buyer shall have exclusive possession of the Premises following execution of this Agreement. The parties acknowledge that Nationstar's loan may have a due on sale provision, and to that end neither party may notify Nationstar of this Agreement. However, should Nationstar become aware of this Agreement and elect to accelerate the maturity of their note from Seller, it shall be Seller's obligation to timely pay off that note in full and prevent foreclosure on the Premises by Nationstar. During that time, the parties may, but are not obligated to, cooperate in an immediate conventional sale to Buyer on the same terms as set forth herein so Buyer may attempt to obtain (if possible) a new loan to pay off Nationstar.

Initials: _____

MS *DB*

Buyer's Default

11. In the event of the Buyer's failure to perform any covenant or condition contained in this Agreement, Seller shall give Buyer a notice of such default identifying what breach occurred. The notice shall give Buyer at least 30 days from the date the notice is mailed and emailed to Buyer to remedy the default. If the Buyer thereafter fails to remedy the default within 30 days from the date of mailing of that notice, then the entire balance of the Purchase Price will become due at the option of Seller, and such full payment shall be due 180 days after the 30 day default notice was mailed to Buyer. Failure to pay the full amount of the Purchase Price owing, if not cured within these time periods, will result in termination of this Agreement.
12. Buyer and the Seller agree that in the event that the Buyer fails to remedy a default and this Agreement is terminated, Buyer will vacate the Premises no later than 90 days after the Agreement terminates. Buyer and the Seller further agree that failure of the Buyer to vacate within that period gives the Seller a right to maintain an unlawful detainer action to obtain possession of the Premises.
13. In the event of default by Buyer and termination of this Agreement by the Seller, Buyer forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, as well as any and all taxes, assessments, or any other payments paid by the Buyer, as liquidated damages for breach of this Agreement.

Seller's Right to Reinstate Agreement After Default

14. In the event of the Buyer's default and the termination of this Agreement, the Seller, at his sole and absolute discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Buyer to:
 - (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
 - (ii) cure any defaults that have occurred; and
 - (iii) pay all expenses incurred by the Seller in enforcing his rights under this Agreement.
15. All payments made under the preceding provision must be made in a form acceptable to Seller.

Assignment or Sale of the Premises

16. The Buyer may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

Initials: MA DB

Notices

17. All notices required to be sent under this Agreement will be sent by pre-paid certified mail to:

If to the Buyer:

Michelle and Henry Glass
P.O. Box 7583
Mammoth Lakes, CA 93546
Email: mountaincarpet@gmail.com

If to the Seller:

Doug Baysore
54335 Inverness Way
La Quinta, Ca 92253
Email laquintacarpet@gmail.com

The parties may change these addresses by written notice to the other party.

Time of the Essence

18. Time is of the essence for the performance of all obligations under this Agreement.

Attorney Fees

19. In the event of any litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover their costs and attorneys' fees, including any incurred on appeal.

Entire Agreement

20. This Agreement shall for all purposes be deemed to have been jointly prepared by the parties and interpreted accordingly, and therefore the provisions of Civil Code § 1654 shall not be deemed applicable in the event of any interpretation of the Agreement. In entering into this Agreement, neither party has relied on any inducements, promises, or representations made by the other party or its representatives that are not contained in this Agreement. This Agreement represents the entire agreement of the parties, supersedes any prior oral or written agreements, and each party has freely and voluntarily entered into this Agreement after having ample opportunity to consult with their respective attorney. Each party has had an opportunity to consult with an attorney before signing.

Amendments

Initials:

[Handwritten initials: MB, DB]

21. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

22. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Severability

23. In the event that any of the provisions of this Agreement are held by a Court to be invalid or unenforceable in whole or in part, all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Interpretation

24. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Heirs and Assigns

25. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

(signatures on following page)

Initials:

[Handwritten initials: MS, DB]

IN WITNESS WHEREOF the Seller and Buyer have duly affixed their signatures under hand and seal on this ____ day of _____, 2017.

SELLER:

Douglas A. Baysore
Doug Baysore

12/28 2017
Date

BUYER:

Michelle Glass
Michelle Glass

12/28/ 2017
Date

Henry Glass
Henry Glass

_____ 2017
Date