



Case Number: TUP \_\_\_\_\_

**APPLICATION FOR TEMPORARY USE PERMIT  
INSTRUCTIONS FOR FILING**

Chapter 12.105

This application (**plus two copies of the completed application**), and all necessary submittal requirements must be properly completed and have original signatures of the applicant(s) and property owner(s). **All fees and application materials must be received at the time of filing.**

**FILING FEE SCHEDULE**

Revised 7/2011

APPLICATION TYPE	FLAT FEE	DEPOSIT
<b><u>Temporary Use Permit</u></b>		
Planning	\$525.00	-----
• GIS/GPU/ZO Maintenance Fee	\$120.00	-----
Environmental Health Fee	-----	\$131/hour
Public Works Fee	\$210.00	-----
<i>Total Initial Submittal \$1,091.00</i>		
<b>Temporary Use Permit Extension</b>	\$52.00	

**SUBMITTAL REQUIREMENTS**

1. **Site Plan Requirements:** Five (5) copies of the site plan folded to a size of no greater than 7" x 10" prior to acceptance. The plan must be drawn to scale and clearly indicate all dimensions and other pertinent information including the following:
  - a) A scale and north arrow.
  - b) The boundaries of the entire property.
  - c) The location of all existing and proposed structures, driveways, parking areas and abutting streets.
2. One copy of the Assessor's Parcel Map with the subject site clearly identified.
3. **The attached Temporary Use Permit Agreement signed and notarized.**
4. This application (**plus two copies of the completed application.**)
5. Other information that may be required to facilitate a comprehensive evaluation of the application by the Planning and Building Services Director.



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**APPLICATION FOR TEMPORARY USE PERMIT**

**File in Person to:** *Yuba County Community Development & Services Agency – Planning Department*  
*915 8<sup>th</sup> Street, Suite 123, Marysville, CA 95901*  
*(530) 749-5470 main \* (530) 749-5434 fax*

**NOTE:**

**APPLICATIONS THAT ARE NOT COMPLETELY FILLED OUT AND WHICH DO NOT HAVE ALL THE REQUIRED SUBMITTALS WILL NOT BE ACCEPTED FOR FILING. STAFF'S ACCEPTANCE OF THE APPLICATION OR DEEMING THE APPLICATION COMPLETE DOES NOT IMPLY THAT STAFF WILL RECOMMEND APPROVAL \_\_\_\_\_ (INITIAL) OR THAT YOU WILL RECEIVE APPROVAL FROM THE HEARING BODY.**

**Contact Information:**

*Please check the appropriate box below.*

**BILL TO** PROPERTY OWNER APPLICANT ENGINEER OTHER: (must submit contact information)

Applicant(s):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/State/Zip

Phone: (Business) \_\_\_\_\_ (Home) \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner(s):

Applicant(s):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/State/Zip

Phone: (Business) \_\_\_\_\_ (Home) \_\_\_\_\_ Email: \_\_\_\_\_

2<sup>nd</sup> Property Owner(s):

Applicant(s):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/State/Zip

Phone: (Business) \_\_\_\_\_ (Home) \_\_\_\_\_ Email: \_\_\_\_\_

Engineer/Surveyor:

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/State/Zip

Phone: \_\_\_\_\_ (Fax) \_\_\_\_\_ Email: \_\_\_\_\_

**APPLICANT'S/OWNER'S\* DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by the Applicant and the Property Owner)

*I am (we are) the owner(s) of the property that is the subject of this application and I (we) have completed this application and all other documents and maps required herein, or have permitted the person(s) identified as the Applicant on Page 1 of this application to do so on my (our) behalf. Owner and/or Applicant hereby certify that the information and statements made herein are, in all respects, true and correct to the best of my (our) knowledge and belief.*

*I (we) also declare under penalty of perjury that the foregoing is true and correct as evidenced by my (our) signature(s) below.*

**Property Owner(s):**

Print: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant(s):**

Print: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\*Note: If the owner or applicant is other than an individual(s), a copy of a Resolution from the corporation or partnership agreement authorizing this application must be attached hereto.

**Project Description:**


1. **Location of Temporary Use:** \_\_\_\_\_
2. **Assessor's Parcel Number:** \_\_\_\_\_
3. **Current Zoning of Property:** \_\_\_\_\_
4. **Current Use of Project Site:** \_\_\_\_\_
5. **Occupants of Proposed Residence:**

Names: 1. \_\_\_\_\_ Relationship: \_\_\_\_\_

2. \_\_\_\_\_ Relationship: \_\_\_\_\_

3. \_\_\_\_\_ Relationship: \_\_\_\_\_

**TO BE COMPLETED BY THE PLANNING DIVISION**

Date Filed: \_\_\_\_\_ By: \_\_\_\_\_

TUP Fee Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Date TUP Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Renewed To: \_\_\_\_\_

Conditions: \_\_\_\_\_

For Department Use Only

GP Designation: \_\_\_\_\_ Zoning Designation: \_\_\_\_\_ Chapter: \_\_\_\_\_ Property Owner Verified: Yes  No

Minimum lot size allowed: \_\_\_\_\_ More Info Complete: Yes  No

Setbacks: F \_\_\_\_\_ R \_\_\_\_\_ S \_\_\_\_\_ C \_\_\_\_\_ Special \_\_\_\_\_ Trakit information complete: Yes  No  OPUD Clearance Yes  No  N/A

Application reviewed by: \_\_\_\_\_ Date: \_\_/\_\_/\_\_



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### Temporary Use Permit Agreement

TUP # \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as Applicant(s)) is/are the property owner(s) of Yuba County Assessor's Parcel Number \_\_\_-\_\_\_-\_\_\_ and located at the following address:

\_\_\_\_\_.

Pursuant to 12.105 of the Yuba County Ordinance Code, occupants of the second unit are restricted to family members of the property owner.

Applicant(s) hereby agree(s) that in consideration of the County of Yuba granting the Applicant(s) a temporary use permit for a second residence on the Applicant(s) property pursuant to 12.105 of the Yuba County Ordinance Code, that Applicant(s) will remove the second residence within 90 days of the conclusion of the permit or the violation thereof; and if the second residence is not removed, the County may, if it so chooses, remove the residence. Applicant(s) agree that all costs (including staff time) incurred by the County for such removal shall constitute a debt owed by Applicant(s) to County and County may record a lien on the property for the cost thereof, and/or seek reimbursement for said cost from the Applicant through any other available legal remedy. Applicant agrees that he/she/they/ shall also be liable for the County for any costs the County incurs if it becomes necessary to seek judicial relief to remove the second residence. Costs shall include the time spent by county Staff related to judicial proceedings.

Applicant agrees to have his/her/their signatures to this agreement notarized.

By: \_\_\_\_\_  
Applicant

By: \_\_\_\_\_  
Applicant

State of California

County of Yuba

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 signatures(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

\_\_\_\_\_ (Seal)

Notary Public

**CHAPTER 12.105  
TEMPORARY USES**

**12.105.010 TEMPORARY USES FOR ADDITIONAL RESIDENCES**

**12.105.020 PURPOSE:**

Additional residences for family members may be granted in certain zones allowing residential uses for a limited period of time in order to prevent the dislocation of families and to allow for in-home care of certain individuals by family members where such care is needed.

**12.105.030 WHERE PERMITTED:**

In any AE, RR, RRE, or PR Zone, a property owner may apply to the Planning and Building Services Department for a temporary use permit to allow for additional residences.

**12.105.040 CONDITIONS OF ENTITLEMENT:**

- (a) The occupants of the second residence shall be limited to family relations of the property owner or spouse no more distant than second generation.
- (b) The permit shall be for no more than a two year period and the applicant may apply for additional two year extensions.
- (c) The applicant shall sign an agreement that at the conclusion of the permit or the violation thereof, the second residence shall be removed from the property or the County may be authorized to remove the residence and record a lien on the property for the cost thereof. Such agreement may be recorded.
- (d) The decision to grant the temporary permit shall be made by the Planning and Building Services Director which decision shall be final unless appealed to the Planning Commission within ten (10) days.
- (e) An application for a temporary permit as provided for in this section shall be accompanied by a filing fee in an amount set by resolution by the Board of Supervisors and any other information deemed necessary by the Planning and Building Services Director in order to make a decision on the application.
- (f) Such temporary permit shall expire if the temporary residence is removed from the property or if the residence is no longer occupied by a qualifying relative.
- (g) The applicant must comply with all other statutes and ordinances relating to health and building codes.
- (h) The lot on which a temporary permit for a second residence is granted may be no smaller than one acre.



# Community Development & Services Agency

915 8th Street, Suite 125, Marysville, CA 95901

Phone: (530) 749-5430 Fax: (530) 749-5424

Web: <http://www.co.yuba.ca.us>

## Agreement to Pay Form for Project #: \_\_\_\_\_

### RECITALS

The costs to provide specific project related services are billed to the applicant at an hourly rate pursuant to the Yuba County Ordinance Code Chapter 13. As listed in the fee schedule of Chapter 13, the fees for services that have an applicable hourly rate have the word "deposit" beside the fee amount. This initial deposit amount and an original completed Agreement to Pay Form must be submitted to the Community Development and Services Agency (CDSA) in order for services to begin and be assessed at the specified hourly rate. The herein fees are intended to compensate CDSA for staff time and/or consultant time spent on the applicant's project.

Any person acting on behalf of the property owner for the work referenced below shall be requested to present documentation evidencing that they are the owner's representatives. This may include Power of Attorney, a notarized statement from the property owner or a copy of a contractual arrangement.

### TERMS OF AGREEMENT

I/We understand that Yuba County Ordinance Code Chapter 13 requires a deposit for services and CDSA will bill as services are rendered against that deposit. I/We agree to pay any required additional deposit(s) to maintain a positive deposit balance. I/We understand that all services by CDSA will cease for this project if the deposit is depleted to zero balance and a request for an additional deposit payment has not been fulfilled by the applicant within 30 days of the request. I/We further understand that until CDSA receives written notification of a change in the information provided below, I/We am/are responsible for payment for all services performed by CDSA. I/We understand that upon completion of the project any unused portion of the deposit will be returned to the applicant at the billing address on file or to any written change of address on file with CDSA.

In the event there is an outstanding balance due for the project and the request for payment is 90 days or more past due, I/We agree to allow and hereby consent to the delinquent payment amount being made by the Yuba County Board of Supervisors for placement of a lien on the property equal to the past due amount plus additional penalties as described in Yuba County Ordinance Code Chapter 13.

SITE INFORMATION	BILLING INFORMATION
APN:	Project Name:
Property Owner/Business Name:	Applicant:
Address:	Address:
Telephone:	Telephone:

*I declare under penalty of perjury under the laws of the State of California that I am the property owner or that I am authorized to enter into this fee agreement on his/her behalf. I have read the conditions concerning CDSA Fees and I understand that in the event that the billing party I have indicated does not pay required fees, I will be responsible for payment and failure to pay could result in a judgment or other lien being placed on the above referenced property. I further agree to advise CDSA in writing should I no longer be associated with the above referenced project/property and identify the new responsible party.*

Signature \_\_\_\_\_ Dated: \_\_\_\_\_ CDL# \_\_\_\_\_

Printed Name \_\_\_\_\_ Telephone # \_\_\_\_\_