



Scenic Pacifica
Incorporated Nov. 22, 1957

PLANNING COMMISSION Agenda

DATE: August 3, 2015
LOCATION: Council Chambers, 2212 Beach Boulevard
TIME: 7:00 PM

ROLL CALL:

SALUTE TO FLAG:

ADMINISTRATIVE BUSINESS:

Approval of Order of Agenda

Approval of Minutes: June 15 and July 20, 2015

Designation of Liaison to City Council Meeting

Oral Communications:

This portion of the agenda is available to the public to address the Planning Commission on any issue within the subject matter jurisdiction of the Commission that is not on the agenda. The time allowed for any speaker will be three minutes.

CONSENT ITEMS: None

PRESENTATION: Presentation of the 2015-16 Economic Development Work Plan recently approved by the City Council (oral presentation) by Anne Stedler, Economic Development Manager.

PUBLIC HEARINGS:

- UP-47-15** **USE PERMIT and SITE DEVELOPMENT PERMIT**, filed by Randy Berend, on behalf of the owner, Dewey
PSD-795-15 Melton, to construct a single family dwelling of 2,900 square feet with an attached garage of 600 square feet on
a vacant lot at 35 Malavear Drive. A Negative Declaration was previously adopted for this project. Proposed
Action: Approve as conditioned.

COMMUNICATIONS:

Commission Communications:

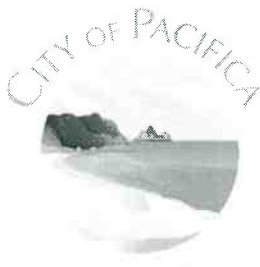
Staff Communications:

ADJOURNMENT

Anyone aggrieved by the action of the Planning Commission has 10 calendar days to appeal the decision in writing to the City Council. If any of the above actions are challenged in court, issues which may be raised are limited to those raised at the public hearing or in written correspondence delivered to the City at, or prior to, the public hearing. Judicial review of any City administrative decision may be had only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period for litigation, in certain cases 30 days following the date of final decision.

The City of Pacifica will provide special assistance for persons with disabilities upon 24 hours advance notice to the City Manager's office at (650) 738-7301, including requests for sign language assistance, written material printed in a larger font, or audio recordings of written material. All meeting rooms are accessible to persons with disabilities.

NOTE: Off-street parking is allowed by permit for attendance at official public meetings. Vehicles parked without permits are subject to citation. You should obtain a permit from the rack in the lobby and place it on the dashboard of your vehicle in such a manner as is visible to law enforcement personnel.



Scenic Pacifica
Incorporated Nov. 22,
1957

PLANNING COMMISSION
Staff Report

DATE: August 3, 2014

ITEM: 1

PROJECT SUMMARY/RECOMMENDATION AND FINDINGS

Notice of Public Hearing was published in the Pacifica Tribune on July 22, 2015 and 57 surrounding property owners and residents were notified by mail.

File: UP-47-15
PSD-795-15

APPLICANT: Randy Berend, 120 Angelita Avenue, Pacifica, CA 94044

OWNER: Dewey Melton, 815 Bower Road, Pacifica, CA 94044

AGENT/DESIGNER: Brian Brinkman, 648 Navarre Drive, Pacifica, CA 94044

LOCATION: 35 Malavear Drive (APN 023-270-590)

PROJECT DESCRIPTION: Construct 2,900 square foot single family dwelling, with an attached 600 square foot garage on a vacant lot.

General Plan: Low Density Residential
Zoning: A/B-5 (Agricultural/Lot Size Overlay)

ADDITIONAL REQUIRED APPROVALS: None. Subject to appeal to the City Council.

RECOMMENDED ACTION: Approval with conditions

PREPARED BY: Kathryn Farbstein, Assistant Planner

ZONING STANDARDS CONFORMANCE:

<u>New Single-Family Residence</u>	<u>Required</u>	<u>Proposed</u>
Lot Size	1 acre	1.33 acres (existing)
Minimum Lot Width	150'	120' (See Background)
Maximum Coverage		
Impervious Surface	30%	5%
Lot Coverage	30%	5%
Front Setback	25'	26'
Rear Setback	25'	375'+
Side Setback	20'	20' and 21'
Height	35'	24'
Landscape (Including Natural Vegetation)	20%	89%
Parking	2 car garage	3 car garage
Garage Inner Dimensions	18' wide by 19'deep	28' wide by 20'deep

PROJECT SUMMARY

1. Background: On October 16, 2003, a previous property owner obtained approval to subdivide a 5.2 acre lot into 4 parcels. One of the parcels at 1165 Linda Mar Boulevard (Lot 1) contained an existing single-family residence and the three new parcels would each be available to construct a single-family residence for a total of four dwellings. The three new parcels would be accessed off Malavear Drive. Approval of a Variance request was necessary because three of the proposed lots off Malavear Drive had less than the required lot width and approval of a Modification to Table 4 of Pacifica Municipal Code (PMC) Section 9-101.912(c) (2) was necessary to allow less than the required depth for 1165 Linda Mar Blvd. Thus, the subject site (Lot 3) was approved with less than the minimum required lot width. As part of the subdivision, Malavear Drive was extended and a cul-de-sac put in to provide access to the three new lots; however, not all the requirements of the Subdivision Improvement Agreement have been satisfied, which will be discussed later in this report.

A Negative Declaration was prepared for the subdivision and future development. The Planning Commission approved the subdivision request including the Variance and Modification described above, and adopted the Negative Declaration on March 15, 2004. The project was appealed to the City Council. The City Council upheld the Planning Commission's decision on April 12, 2004.

On May 13, 2004, a group called Neighbors Concerned about Pacifica (NCAP) filed a civil lawsuit against the City of Pacifica and the applicants alleging that the City failed to comply with CEQA when issuing the subdivision approvals. By March 1, 2005, the City of Pacifica, the applicants, and NCAP had negotiated a Settlement Agreement which applies to this project. The Final Map for the four lot subdivision was approved by the City Council on February 14, 2006. The

recorded and executed Subdivision Agreement (SIA) which contains the Settlement Agreement is attached as Attachment D.

On July 28, 2006, the Planning Commission approved Use Permit, UP-959-06 and Site Development Permit, PSD-752-06 to construct a single family dwelling at 30 Malavear Drive (Lot 4). Construction was completed in 2008.

The last lot to be developed (Lot 2) filed a Planning application on June 9, 2015. Staff reviewed the application for the project now addressed as 21 Malavear Drive and determined the application incomplete on July 8, 2015. The applicant, David Melton, recently informed staff that the project will be revised before resubmittal.

2. Project Description: The applicant is proposing to construct a two story single family dwelling of approximately 2,900 square feet of floor area on the vacant lot of more than an acre. The attached garage of approximately 600 square feet is accessed from the side of the dwelling and is described as “swing” type parking in the Pacifica Municipal Code (PMC) Section 9-4.2709 (c) (1). The ground level of the dwelling is 2,000 square feet of floor area containing three bedrooms, an office, and an open kitchen, dining and great room. The upper level of approximately 900 square feet of floor area contains a bedroom and family room. A covered entry porch of 70 square feet, and pervious paved patio areas totaling approximately 1,100 square feet are proposed on the southwest side and along the rear of the building. A second story deck of 40 square feet with access from the upstairs building is also proposed.

Clay terra cotta barrel style roofing tiles are proposed on the peaked roof and smooth finish stucco is proposed for the siding. Wrought iron railing details are shown on the window planter and second story deck of the front (southeast) elevation. Shutters are identified on the windows below the second story deck. The high curved entry porch emphasizes the entrance to the dwelling. Grid windows are identified on all four elevations of the building and a chimney is placed on the southwest elevation.

3. General Plan, Zoning, and Surrounding Land Use: The General Plan designation for the subject property is Low Density Residential and the Zoning Classification is A/B-5 (Agricultural/Lot Size Overlay). The General Plan designation is low density residential on the north, south and east sides of the subject site. Alma Heights Academy (private school) is the General Plan designation of the property bordering the west side. The zoning designation is A/B-5 on the north and south side. The west side containing the private school property has a zoning designation of PF+ for public facilities. The property to the east (across Sheila Lane) is zoned R-1.

4. Municipal Code: In PMC Section 9.4.1901 (d) (1) Uses permitted: Restrictions (A), dwellings are a conditionally allowed use on a lot zoned for agricultural use upon approval of a use permit and a site development permit. Thus, the proposed single family dwelling for the

subject site is consistent with the A zoning designation upon approval of the Use Permit and Site Development Permit.

5. CEQA Recommendation: As discussed previously, a Negative Declaration for the four lot subdivision development of single family residences was prepared and adopted by the City Council in 2004 upon appeal. The construction of three new dwellings, including 35 Malavear Drive (Lot 3) as proposed, was considered in the adopted Negative Declaration and all environmental issues addressed at that time.

CEQA Guidelines Section 15162 Subsequent EIRs and Negative Declarations provides guidelines regarding environmental review of projects that have already obtained a Negative Declaration. More than ten years ago, the City Council adopted the Negative Declaration for the four lot subdivision that created this lot. CEQA states that no subsequent EIR (or Negative Declaration) is necessary unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

The Negative Declaration considered development of a single family dwelling on this site which is the same project being proposed currently. No new significant environmental effects have been identified for this current project to construct a single family dwelling and no significant environmental impacts were identified in the adopted Negative Declaration. The subject site has remained unchanged; thus, no substantial increase in the severity of previously identified significant events has occurred. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

No substantial changes have occurred with respect to the circumstances under which the project will be undertaken in that no changes have occurred to the subject site that would require any revisions to the previously adopted Negative Declaration.

- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous Negative Declaration;

The project will not have any significant effects on the environmental and it is considered exempt under CEQA Guidelines Section 15303 New Construction Class 3 (a).

- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

No significant effects were identified in the adopted Negative Declaration and no new significant effects have been identified. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

No mitigation measures were identified in the adopted Negative Declaration and no alternative site was proposed. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

No mitigation measures were identified in the adopted Negative Declaration and no alternative site was proposed. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

6. Use Permit: Section 9-4.3303 of the PMC states that the Planning Commission shall grant a use permit only upon making all of the following findings:

1. That the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, and welfare of the persons residing or working in the neighborhood or to the general welfare of the City;

The construction of a single family dwelling on the subject site will not in this particular case be detrimental to the health, safety, and welfare of persons residing or working in the neighborhood nor will the development negatively impact the general welfare of the City. The site is located within a neighborhood of single family residences. The subject site is also larger than many of the nearby lots accessed off Sheila Lane, Malavear Court and Alviso Court. The dwelling is proposed close to the cul-de-sac and adjacent to the residence at 30 Malavear Drive in order to preserve the hillside at the rear (northwest) portion of the subject site. Specifically, the Settlement Agreement will ensure that the hillside is preserved with natural plantings and no development allowed beyond the Development Boundary line on the hillside (approximately 200 feet from the cul-de-sac) as stated in TERMS AND CONDITIONS, #4. Protection of Hillside (a) [page 4].

2. That the use or building applied for is consistent with the applicable provisions of the General Plan and other applicable laws of the City and, where applicable, the local Coastal Plan; and

The proposed single family dwelling use is consistent with the General Plan designation of LDR (Low Density Residential) which allows an average of 3 to 9 dwelling units per acre as specified in the General Plan on page 32. However, the General Plan description of LDR goes on to state that site conditions such as slope, geology, soils access and environmental sensitivity will determine specific density. In this case, the Negative Declaration and approval of the four lot subdivision considered the site conditions and determined that a single family dwelling was the appropriate use for this property. The subject site is not within the Coastal Zone; thus, the requirements of the Local Coastal Plan do not apply.

3. Where applicable, that the use or building applied for is consistent with the City's adopted Design Guidelines.

The Design Guidelines under B. Building Design (page 4) encourage design elements from the surrounding neighborhood to be incorporated into the project such as chimneys, decks, porches and roof shapes. In this particular case, there is a chimney on the southwest elevation, a second story deck, a porch to highlight the main entrance to the dwelling and a peaked roof with a cross gable over the second story. The scale is similar to other two story dwellings in the neighborhood and approximately 8 feet lower than the existing adjacent dwelling. On page 5 of the Design Guidelines, additional guidelines such as compatibility of materials and consistency are also encouraged in new development. The proposed exterior stucco and tile roofing for the new building can also be found on dwellings in the neighborhood. The design is consistent in that the smooth stucco siding and grid windows are located on all the elevations of the residence. Thus, the single family dwelling as designed is consistent with the adopted Design Guidelines.

7. Site Development Permit: Section 9-4.3204 states that a site development permit shall not be issued if the Commission makes any of the following findings:

1. That the location, size, and intensity of the proposed operation will create a hazardous or inconvenient vehicular or pedestrian traffic pattern, taking into account the proposed use as compared with the general character and intensity of the neighborhood;

The proposed use is a single family dwelling in a neighborhood composed entirely of other single family dwellings with the exception of the private school. The previously adopted Negative Declaration for the subdivision that created this lot determined that the proposed use would not create a hazardous or inconvenient vehicular or pedestrian traffic pattern.

2. That the accessibility of off-street parking areas and the relation of parking areas with respect to traffic on adjacent streets will create a hazardous or inconvenient condition to adjacent or surrounding uses;

The proposed dwelling satisfies the two car garage parking requirement and complies with all the development standards for parking as listed in PMC Section 9-4.2817 Design standards for parking spaces. Additional parking is also provided in the garage area due to the dimensions exceeding the minimum two car garage requirement. Additional temporary guest parking is available on the driveway. Thus, this project will not create a hazardous or inconvenient condition in accessing off street parking spaces.

3. That insufficient landscaped areas have been reserved for the purposes of separating or screening service and storage areas from the street and adjoining building sites, breaking up large expanses of paved areas, and separating or screening parking lots from the street and adjoining building areas from paved areas to provide access from buildings to open areas;

Sufficient landscaped areas have been provided for this development. This is not a commercial development; and therefore, no screening of service areas, storage areas or large expanses of paved areas and parking lots is needed. The subject site is private property and no public access to open spaces is permitted. However, typically with single family development, the front yard area is landscaped as required by PMC Section 9-4.402 (i) and in addition, 20% of the lot area must be landscaped. In this case, the front yard will be landscaped and the area immediately surrounding the building will have pervious pavers and landscaping. The hillside beyond the Development Boundary line has been seeded with native plants as required in the Settlement Agreement #4. Protection of Hillside (b) [page 4], and as described before, this area cannot be developed and will remain in a natural vegetative state. A standard condition of approval is recommended that requires a landscape plan with plants that are native and drought tolerant. In addition, the State's Model Water Efficient Landscape Ordinance requirements must also be implemented into the project as recommended in the landscaping condition of approval.

4. That the proposed development, as set forth on the plans, will unreasonably restrict or cut out light and air on the property and on other property in the neighborhood, or will hinder or discourage the appropriate development and use of land and buildings in the neighborhood, or impair the value thereof;

The closest existing dwelling to the northwest is separated from the proposed dwelling by at least 40 feet because both dwellings have a 20 foot side yard setback requirement as stated in PMC 9-4.2002 Development regulations (d) for B Lot Size Overlay District. Setbacks for the proposed dwelling are larger than a typical single family unit zoned R-1 because the B Lot Size Overlay designation requires larger setbacks based on the larger size of the lot. In this case the B-5 designation requires front and rear setbacks of 25 feet along with the 20 foot side setback. Currently no other buildings exist closer than several hundred feet to the proposed dwelling; thus, the new building will not unreasonably restrict or cut out light and air neither on the subject site nor on any property in the neighborhood. The proposed dwelling is appropriate for the neighborhood containing single family development and will not impair the value of the existing residence adjacent to the subject site or any other nearby dwellings.

5. That the improvement of any commercial or industrial structure, as shown on the elevations as submitted, is substantially detrimental to the character or value of an adjacent R District area;

No improvement of a commercial or industrial structure is proposed for this project; and therefore, this finding does not apply in this case.

6. That the proposed development will excessively damage or destroy natural features, including trees, shrubs, creeks, and rocks, and the natural grade of the site, except as provided in the subdivision regulations as set forth in Chapter 1 of Title 10 of this Code;

The site has been improved to create drainage to the adjacent remaining vacant lot (Lot 2) as required by the Settlement Agreement TERMS AND CONDITIONS, 2. On-Site Drainage and Other Improvements, and other improvements as required by the Subdivision Improvement Agreement. In addition, the Settlement Agreement has identified an area beyond the Development Boundary line that cannot be developed and has been planted with native plants as described previously. This hillside area will remain protected as required by the Settlement Agreement. Thus, this proposed dwelling will not excessively damage or destroy natural features.

7. That there is insufficient variety in the design of the structure and grounds to avoid monotony in the external appearance;

The proposed single family residence is a custom built dwelling designed for this particular site. A partial second story is proposed with a cross gable roofline. The terra cotta roof tiles, stucco finish, wrought iron railing and curved porch entrance are elements found in Spanish style architectural which serve to create visual interest in the project. As described previously, landscaping and pervious patio areas are also proposed that will improve the appearance of the area surrounding the building. Due

to these design elements, there is sufficient variety in the design of the structure and grounds to avoid monotony in the external appearance of the proposed dwelling.

8. That the proposed development is inconsistent with the City's adopted Design Guidelines; or

The Design Guidelines under B. Building Design (page 4) encourage design elements from the surrounding neighborhood to be incorporated into the project such as chimneys, decks, porches and roof shapes. In this particular case, there is a chimney on the southwest elevation, a second story deck, a porch to highlight the main entrance to the dwelling and a peaked roof with a cross gable over the second story. The scale is similar to other two story dwellings in the neighborhood and approximately 8 feet lower than the existing adjacent dwelling. On page 5 of the Design Guidelines, additional guidelines such as compatibility of materials and consistency are also encouraged in new development. The proposed exterior stucco and tile roofing for the new building can also be found on dwellings in the neighborhood. The design is consistent in that the smooth stucco siding and grid windows are located on all the elevations of the residence. Thus, the single family dwelling as designed is consistent with the adopted Design Guidelines.

9. That the proposed development is inconsistent with the General Plan, Local Coastal Plan, or other applicable laws of the City.

The proposed single family dwelling use is consistent with the General Plan designation of LDR (Low Density Residential) which allows an average of 3 to 9 dwelling units per acre as specified in the General Plan on page 32. However, the General Plan description of LDR goes on to state that site conditions such as slope, geology, soils access and environmental sensitivity will determine specific density. In this case, the Negative Declaration and approval of the four lot subdivision considered the site conditions and determined that a single family dwelling was the appropriate use for this property. The subject site is not within the Coastal Zone; thus, the requirements of the Local Coastal Plan do not apply.

8. Staff Analysis:

Use Permit/Site Development Permit – The proposed development of the single family dwelling within a neighborhood of predominantly single family residences is the type of use that should be constructed on this site. The development standards for projects within the B Lot Size Overlay District have been satisfied. The project is also consistent with the Design Guidelines. Issues to be avoided as identified in the Site Development Permit findings have been addressed with the result that no negative impacts are anticipated with the proposed development. Thus, the findings for approval of the Use Permit and Site Development Permit can be satisfied for this project.

Subdivision Improvement Agreement and Settlement Agreement – The SIA which includes the Settlement Agreement is attached as Attachment D. The SIA specifies the improvements, primarily in the public right of way, necessary for the subdivision. The SIA has been implemented by the previous and current property owners for the four lots within the subdivision as monitored by the Engineering Division of Public Works. According to Engineering staff, some minor improvements are still outstanding and as a result, a condition of approval is recommended that the applicant complete those outstanding improvements prior to building permit issuance.

The executed Settlement Agreement is included within the recorded SIA. Sections regarding site improvements and hillside protection have been referenced previously in this report. In addition to those sections of the Settlement Agreement, there is another section that applies to the development of this project entitled TERMS AND CONDITIONS, 2. Onsite Drainage and Other Improvements, (c) Direction of Surface Runoff which specifies that 35 Malavear Drive (Lot 3) shall direct surface runoff into the detention ponds on Lot 2 (remaining vacant lot) and as provided in the Maintenance Plan. The applicant has provided a written response to the activities required by the Settlement Agreement and that is attached as Attachment E. The applicant states that both the drainage and seeding activities as required by the Settlement Agreement have been satisfied; however, the additional runoff from the roof of the proposed building has not been connected to the drainage system yet. Thus, staff is recommending a condition to ensure that all requirements in the SIA and Settlement Agreement are satisfied, including proof that the native plant seeding was completed on the hillside, the detention pond planted as required and the contribution to the San Pedro Creek Watershed Coalition was completed.

The Overall Site Plan on page A1.1 specifies the Development Boundary line which is approximately 200 feet from the cul-de-sac. All proposed development will be within the buildable area, including the fence, and will not extend beyond the Development Boundary line.

Design – The design of the project and consistency with the Design Guidelines have been discussed previously in this staff report. In staff's opinion, the design is visually appealing due to the varied roofline, porch entrance, terra cotta tile roofing, grid windows and wrought iron railings.

Retaining Walls in Setback – The retaining walls within the side yard setback on the northeast elevation are needed to reduce the grade to allow the cars to have enough back up space out of the garage. However, some of these retaining walls exceed the six feet permitted within the side setback as allowed in PMC Section 9-4.2502 (a). Staff has discussed this issue with the applicant and the applicant can redesign the retaining walls to be no more than 6 feet while maintaining the 25 foot back up space required for the two garage parking spaces. A condition of approval is recommended requiring the lowering of the retaining walls to 6 feet within the side setback.

9. Summary: Staff supports granting a Use Permit and Site Development Permit for the proposed single family development on a vacant lot at 35 Malavear Drive. The dwelling is similar in scale at two stories and 24 feet in height to other multi-story dwellings in the neighborhood. Design elements such as the varied roofline, porch entrance, terra cotta roofing tile, second story deck and wrought iron railings create visual interest and provide a sense of human scale as encouraged in the Design Guidelines

COMMISSION ACTION

MOTION FOR APPROVAL:

Move that the Planning Commission ADOPT the attached resolution approving Use Permit, UP-47-15 and Site Development Permit, PSD-795-15 for the proposed single family dwelling at 35 Malavear Drive, including conditions of approval in Exhibit A; and incorporate all maps and testimony into the record by reference.

Attachments:

- A. Resolution
- B. Exhibit A Conditions of Approval
- C. Land Use and Zoning Exhibit
- D. Subdivision Improvement Agreement Including Settlement Agreement
- E. Response to Settlement Agreement Provided by Applicant
- F. Negative Declaration from 2004
- G. Photos and Plans

RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
PACIFICA APPROVING USE PERMIT (UP-47-15) AND SITE DEVELOPMENT
PERMIT (PSD-795-15) SUBJECT TO CONDITIONS TO CONSTRUCT A
SINGLE FAMILY DWELLING WITH ATTACHED GARAGE ON A VACANT
LOT AT 35 MALAVEAR DRIVE (APN 023-270-590)**

Initiated by: Randy Berend, Applicant

WHEREAS, an application has been submitted to construct a single family dwelling of 2,900 square feet with an attached garage of 600 square feet on a vacant lot of more than an acre at 35 Malavear Drive; and

WHEREAS, a notice of public hearing to consider the project was sent to all property owners within a 300 foot distance and occupants within a 100 foot distance of the project via US Mail; and

WHEREAS, a Negative Declaration was adopted for this project including the subdivision of a 5.2 acre site into four lots and the subsequent construction of three homes; and

WHEREAS, CEQA Guidelines Section 15162 Subsequent EIRs and Negative Declarations provides guidelines regarding environmental review of projects that have already obtained a Negative Declaration. In this case, the City Council adopted the Negative Declaration for the four lot subdivision that created this lot. CEQA states that no subsequent EIR (or Negative Declaration) is necessary unless the lead agency determines, on the basis of the substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

The Negative Declaration considered development of a single family dwelling on this site which is the same project being proposed currently. No new significant environmental effects have been identified for this current project to construct a single family dwelling and no significant environmental impacts were identified in the adopted Negative Declaration. The subject site has remained unchanged; thus, no substantial increase in the severity of previously identified significant events has occurred. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

Attachment A

- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due the involvement of new significant environmental effects or a substantial increase in the severity of previously significant effects; or

No substantial changes have occurred with respect to the circumstances under which the project will be undertaken in that no changes have occurred to the subject site that would require any revisions to the previously adopted Negative Declaration.

- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous Negative Declaration;

The project will not have any significant effects and it is considered exempt under CEQA Guidelines Section 15303 New Construction Class 3 (a).

- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

No significant effects were identified in the adopted Negative Declaration and no new significant effects have been identified. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative ; or

No mitigation measures were identified in the adopted Negative Declaration and no alternative site was proposed. The proposed development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a).

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

No mitigation measures were identified in the adopted Negative Declaration and no alternative site was proposed. The proposed

development of a single family dwelling on a vacant lot is exempt per CEQA Guidelines Section 15303 Class 3 New Construction (a); and

WHEREAS, the project requires approval of a Use Permit and Site Development Permit as required by the A/B-5 Zoning designation; and

WHEREAS, the Planning Commission of the City of Pacifica did hold a duly noticed public hearing on August 3, 2015, at which time it considered all oral and documentary evidence presented, and incorporated all testimony and documents into the record by reference;

NOW, THEREFORE BE IT RESOLVED that the Planning Commission does make the following findings:

A. Findings for Approval of a Use Permit: The Planning Commission of the City of Pacifica does hereby make the following findings, pertaining to UP-47-15:

1. That the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, and welfare of the persons residing or working in the neighborhood or to the general welfare of the City;

The construction of a single family dwelling on the subject site will not in this particular case be detrimental to the health, safety, and welfare of persons residing or working in the neighborhood nor will the development negatively impact the general welfare of the City. The site is located within a neighborhood of single family residences. The subject site is also larger than many of the nearby lots accessed off Sheila Lane, Malavear Court and Alviso Court. The dwelling is proposed close to the cul-de-sac and adjacent to the residence at 30 Malavear Drive in order to preserve the hillside at the rear (northwest) portion of the subject site. Specifically, the Settlement Agreement will ensure that the hillside is preserved with natural plantings and no development allowed beyond the Development Boundary line on the hillside (approximately 200 feet from the cul-de-sac) as stated in TERMS AND CONDITIONS, #4. Protection of Hillside (a) [page 4].

2. That the use or building applied for is consistent with the applicable provisions of the General Plan and other applicable laws of the City and, where applicable, the local Coastal Plan; and

The proposed single family dwelling use is consistent with the General Plan designation of LDR (Low Density Residential) which allows an average of 3 to 9 dwelling units per acre as specified in the General Plan on page 32. However, the General Plan description of LDR goes on to state that site conditions such as slope, geology, soils access and environmental sensitivity will determine specific density. In this case, the Negative Declaration and approval of the four lot subdivision considered the site conditions and determined that a single family dwelling was the appropriate use for this property. The subject site is not within the Coastal Zone; thus, the requirements of the Local Coastal Plan do not apply.

3. Where applicable, that the use or building applied for is consistent with the City's adopted Design Guidelines.

The Design Guidelines under B. Building Design (page 4) encourage design elements from the surrounding neighborhood to be incorporated into the project such as chimneys, decks, porches and roof shapes. In this particular case, there is a chimney on the southwest elevation, a second story deck, a porch to highlight the main entrance to the dwelling and a peaked roof with a cross gable over the second story. The scale is similar to other two story dwellings in the neighborhood and approximately 8 feet lower than the existing adjacent dwelling. On page 5 of the Design Guidelines, additional guidelines such as compatibility of materials and consistency are also encouraged in new development. The proposed exterior stucco and tile roofing for the new building can also be found on dwellings in the neighborhood. The design is consistent in that the smooth stucco siding and grid windows are located on all the elevations of the residence. Thus, the single family dwelling as designed is consistent with the adopted Design Guidelines.

B. Findings for the Site Development Permit: The Planning Commission of the City of Pacifica does hereby make the following findings, pertaining to PSD-795-15:

1. That the location, size, and intensity of the proposed operation will create a hazardous or inconvenient vehicular or pedestrian traffic pattern, taking into account the proposed use as compared with the general character and intensity of the neighborhood;

The proposed use is a single family dwelling in a neighborhood composed entirely of other single family dwellings with the exception of the private school. The previously adopted Negative Declaration for the subdivision that created this lot determined that the proposed use would not create a hazardous or inconvenient vehicular or pedestrian traffic pattern.

2. That the accessibility of off-street parking areas and the relation of parking areas with respect to traffic on adjacent streets will create a hazardous or inconvenient condition to adjacent or surrounding uses;

The proposed dwelling satisfies the two car garage parking requirement and complies with all the development standards for parking as listed in PMC Section 9-4.2817 Design standards for parking spaces. Additional parking is also provided in the garage area due to the dimensions exceeding the minimum two car garage requirement. Additional temporary guest parking is available on the driveway. Thus, this project will not create a hazardous or inconvenient condition in accessing off street parking spaces.

3. That insufficient landscaped areas have been reserved for the purposes of separating or screening service and storage areas from the street and adjoining building sites, breaking up large expanses of paved areas, and separating or screening parking lots from the street and adjoining building areas from paved areas to provide access from buildings to open areas;

Sufficient landscaped areas have been provided for this development. This is not a commercial development; and therefore, no screening of service areas, storage areas or large expanses of paved areas and parking lots is needed. The subject site is private property and no public access to open spaces is permitted. However, typically with single family development, the front yard area is landscaped as required by PMC Section 9-4.402 (i) and in addition, 20% of the lot area must be landscaped. In this case, the front yard will be landscaped and the area immediately surrounding the building will have pervious pavers and landscaping. The hillside beyond the Development Boundary line has been seeded with native plants as required in the Settlement Agreement #4. Protection of Hillside (b) [page 4], and as described before, this area cannot be developed and will remain in a natural vegetative state. In addition, the State's Model Water Efficient Landscape Ordinance requirements must also be implemented into the project as recommended in the landscaping condition of approval.

4. That the proposed development, as set forth on the plans, will unreasonably restrict or cut out light and air on the property and on other property in the neighborhood, or will hinder or discourage the appropriate development and use of land and buildings in the neighborhood, or impair the value thereof;

The closest existing dwelling to the northwest is separated from the proposed dwelling by at least 40 feet because both dwellings have a 20 foot side yard setback requirement as stated in PMC 9-4.2002 Development regulations (d) for B Lot Size Overlay District. Setbacks for the proposed dwelling are larger than a typical single family unit zoned R-1 because the B Lot Size Overlay designation requires larger setbacks based on the larger size of the lot. In this case the B-5 designation requires front and rear setbacks of 25 feet along with the 20 foot side setback. Currently no other buildings exist closer than several hundred feet to the proposed dwelling; thus, the new building will not unreasonably restrict or cut out light and air neither on the subject site nor on any property in the neighborhood. The proposed dwelling is appropriate for the neighborhood containing single family development and will not impair the value of the existing residence adjacent to the subject site or any other nearby dwellings.

5. That the improvement of any commercial or industrial structure, as shown on the elevations as submitted, is substantially detrimental to the character or value of an adjacent R District area;

No improvement of a commercial or industrial structure is proposed for this project; and therefore, this finding does not apply in this case.

6. That the proposed development will excessively damage or destroy natural features, including trees, shrubs, creeks, and rocks, and the natural grade of the site, except as provided in the subdivision regulations as set forth in Chapter 1 of Title 10 of this Code;

The site has been improved to create drainage to the adjacent remaining vacant lot (Lot 2) as required by the Settlement Agreement TERMS AND CONDITIONS, 2. On-Site Drainage and Other Improvements and other improvements as required by the Subdivision Improvement Agreement. In addition, the Settlement Agreement has identified an area beyond the

Development Boundary line that cannot be developed and has been planted with native plants as described previously. This hillside area will remain protected as required by the Settlement Agreement. Thus, this proposed dwelling will not excessively damage or destroy natural features.

7. That there is insufficient variety in the design of the structure and grounds to avoid monotony in the external appearance;

The proposed single family residence is a custom built dwelling designed for this particular site. A partial second story is proposed with a cross gable roofline. The terra cotta roof tiles, stucco finish, wrought iron railing and curved porch entrance are elements found in Spanish style architectural which serve to create visual interest in the project. As described previously, landscaping and pervious patio areas are also proposed that will improve the appearance of the area surrounding the building. Due to these design elements, there is sufficient variety in the design of the structure and grounds to avoid monotony in the external appearance of the proposed dwelling.

8. That the proposed development is inconsistent with the City's adopted Design Guidelines; or

The Design Guidelines under B. Building Design (page 4) encourage design elements from the surrounding neighborhood to be incorporated into the project such as chimneys, decks, porches and roof shapes. In this particular case, there is a chimney on the southwest elevation, a second story deck, a porch to highlight the main entrance to the dwelling and a peaked roof with a cross gable over the second story. The scale is similar to other two story dwellings in the neighborhood and approximately 8 feet lower than the existing adjacent dwelling. On page 5 of the Design Guidelines, additional guidelines such as compatibility of materials and consistency are also encouraged in new development. The proposed exterior stucco and tile roofing for the new building can also be found on dwellings in the neighborhood. The design is consistent in that the smooth stucco siding and grid windows are located on all the elevations of the residence. Thus, the single family dwelling as designed is consistent with the adopted Design Guidelines.

9. That the proposed development is inconsistent with the General Plan, Local Coastal Plan, or other applicable laws of the City.

The proposed single family dwelling use is consistent with the General Plan designation of LDR (Low Density Residential) which allows an average of 3 to 9 dwelling units per acre as specified in the General Plan on page 32. However, the General Plan description of LDR goes on to state that site conditions such as slope, geology, soils access and environmental sensitivity will determine specific density. In this case, the Negative Declaration and approval of the four lot subdivision considered the site conditions and determined that a single family dwelling was the appropriate use for this property. The subject site is not within the Coastal Zone; thus, the requirements of the Local Coastal Plan do not apply.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica approves Use Permit, UP-47-15 and Site Development Permit, PSD-795-15 to allow construction of a single family dwelling with an attached garage at 35 Malavear Drive subject to conditions of approval attached as Exhibit A.

* * * * *

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Pacifica, California, held on the 3rd day of August, 2015.

AYES, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

ABSTAIN, Commissioners:

Richard Campbell, Chair

APPROVED AS TO FORM:

Michelle Kenyon, City Attorney

ATTEST:

Tina Wehrmeister, Planning Director

Exhibit A

Conditions of Approval: Use Permit, UP-47-15 and Site Development Permit, PSD-795-15, For a Two-Story Single-Family Residence on a Vacant Lot at 35 Malavear Drive (APN 023-270-590)

Planning Commission Meeting of August 3, 2015

Planning Department

1. Development shall be substantially in accord with the plans entitled "New Single Family Residence 35 Malavear Drive," consisting of 8 (eight) sheets, dated May 20, 2015 except as modified by the following conditions.
2. All requirements as specified in the Settlement Agreement and Mutual Release of Claims dated March 1, 2005 must be satisfied to the Planning Director's satisfaction prior to building permit issuance.
3. The applicant shall redesign the retaining walls within any required setbacks to ensure that the heights do not exceed 6 feet.
4. Prior to the issuance of a building permit, the applicant shall submit information on exterior finishes, including colors and materials, subject to approval of the Planning Director.
5. The applicant shall submit a final landscape plan for approval by the Planning Director prior to the issuance of a building permit. All requirements of the Model Water Efficient Landscape Ordinance (State of California), July 9, 2015 shall be documented and implemented in the landscape plan. The landscape plan shall show each type, size, and location of plant materials. Landscaping materials included on the plan shall be coastal compatible, drought tolerant and shall be predominantly native. All landscaping shall be completed consistent with the final landscape plans prior to occupancy. In addition, the landscaping shall be maintained and shall be designed to incorporate efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides, and pesticides. Landscaping on the site shall be adequately maintained and replaced when necessary as determined by the Planning Director.
6. All trash and recycling materials, if stored outdoors, shall be fully contained and screened from public view within the proposed enclosure. The enclosure design shall be consistent with the adjacent and/or surrounding building materials, and shall be sufficient in size to contain all trash and recycling materials, as may be recommended by Recology of the

Attachment B

Coast. Trash enclosure and dumpster areas shall be covered and protected from roof and surface drainage. If water cannot be diverted from these areas, self-contained drainage systems that drain to sand filters shall be installed. The property owner/homeowner's association shall inspect and clean the filters as needed. Applicant shall provide construction details for the enclosure for review and approval by the Planning Director, prior to building permit issuance.

7. All transformers, HVAC units, backflow preventors and other ground-mounted utility equipment shall be shown on the landscape and irrigation plans and shall be located out of public view and/or adequately screened through the use or combination of walls or fencing, berming, painting, and/or landscaping, to the satisfaction of the Planning Director.
8. Applicant shall submit a roof plan with spot elevations showing the location of all roof equipment including vents, stacks and skylights, prior to building permit issuance. All roof equipment shall be screened to the Planning Director's satisfaction.
9. All vents, gutters, downspouts, flashing, and conduits shall be painted to match the colors of adjacent building surfaces. In addition, any mechanical or other equipment such as HVAC attached to or protruding from the building shall be appropriately housed and/or screened to the Planning Director's satisfaction.
10. Roof drains shall discharge and drain away from the building foundation to an unpaved area wherever possible.
11. All outstanding and applicable fees associated with the processing of this project shall be paid prior to the issuance of a building permit.
12. A detailed on-site exterior lighting plan shall be submitted for review and approval by the Planning Director prior to the issuance of a building permit. Said plan shall indicate fixture design, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties. Lighting shall be directed away from adjacent residences. Buffering techniques to reduce light and glare impacts to residences shall be required. Building lighting shall be architecturally integrated with the building style, materials and colors and shall be designed to minimize glare. Show fixture locations, where applicable, on all building elevations.
13. The applicant shall indemnify, defend and hold harmless the City, its Council, Planning Commission, advisory boards, officers, employees, consultants and agents (hereinafter "City") from any claim, action or proceeding (hereinafter "Proceeding") brought against the City to attack, set aside, void or annul the City's actions regarding any development

or land use permit, application, license, denial, approval or authorization, including, but not limited to, variances, use permits, developments plans, specific plans, general plan amendments, zoning amendments, approvals and certifications pursuant to the California Environmental Quality Act, and /or any mitigation monitoring program, or brought against the City due to actions or omissions in any way connected to the applicant's project, but excluding any approvals governed by California Government Code Section 66474.9. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, City, and /or parties initiating or bringing such Proceeding. If the applicant is required to defend the City as set forth above, the City shall retain the right to select the counsel who shall defend the City.

14. The applicant shall clearly indicate compliance with all conditions of approval on the plans and/or provide written explanations to the Planning Director's satisfaction prior to approval of a building permit.

Wastewater Division of Public Works

15. No wastewater (including equipment cleaning wash water, vehicle wash water, cooling water, air conditioner condensate, and floor cleaning wash water) shall be discharged to the storm drain system, the street or gutter. New storm drain inlets shall be protected from being blocked by large debris to the Public Work Director's satisfaction.

Engineering Division of Public Works

16. Per the Subdivision Improvement Agreement, 1165 Linda Mar Blvd. Subdivision (February 14, 2006), a building permit for this development cannot be issued until all improvements, including but not limited to a streetlight, monuments, and detention ponds, are completed per the Subdivision Improvement Agreement, Settlement Agreement and to the satisfaction of the City Engineer.
17. Construction shall be in conformance with the San Mateo Countywide Storm Water Pollution Prevention Program. Best Management Practices shall be implemented.
18. Roadways shall be maintained clear of construction materials and debris, especially mud and dirt tracked, onto Malavear Drive and Sheila Lane. Dust control and daily road cleanup will be strictly enforced.
19. All recorded survey points, monuments, railroad spikes, pins, cross cuts on top of sidewalks and tags on top of culvert headwalls or end walls, whether within private

property or public right-of-way, shall be protected and preserved. If survey point/s are altered, removed or destroyed, the applicant shall be responsible for obtaining the services of a licensed surveyor or qualified Civil Engineer to restore or replace the survey points and record the required map prior to occupancy of the first unit.

20. All proposed sanitary sewer systems and storm drain systems up to their connection to the existing mains shall be privately maintained. Show all existing storm drain systems within the property on the Site Plan. Applicant shall record a Private Storm Drain Easement (PSDE) for all the existing storm drain systems.
21. All utilities shall be installed underground from the nearest joint pole or box.
22. Add a note on the Site Plan that says, "Any damage to improvements within the city right-of-way or to any private property, whether adjacent to subject property or not, that is determined by the City Engineer to have resulted from construction activities related to this project shall be repaired or replaced as directed by the City Engineer."
23. Prior to approval of the Building Permit, applicant shall provide an erosion control plan.
24. Applicant shall overlay existing asphalt with minimum 2 inch AC to the limits of all utility connection or to street centerline whichever is greater across entire property frontage of Malavear Drive. All pavement markings and markers shall be replaced in kind.
25. A City of Pacifica Encroachment Permit shall be obtained for all work undertaken in the public right-of-way. All work shall be done in accordance with City Standards, Standard Specifications for Public Works Construction (Green Book) or Caltrans Standard Specifications, Pacifica Municipal Code, Administrative Policies and to the satisfaction of the City Engineer or his designee and shall be completed prior issuance of the Certificate of Occupancy. Permit fees shall be determined per the current adopted fee schedule at the time of permit issuance.
26. All recorded survey points, monuments, railroad spikes, pins, cross cuts on top of sidewalks and tags on top of culvert headwalls or end walls whether within private property or public right-of-way shall be protected and preserved. If survey point/s are altered, removed or destroyed, the applicant shall be responsible for obtaining the services of a licensed surveyor or qualified Civil Engineer to restore or replace the survey points and record the required map prior to completion of the building permit.

North County Fire Department

27. The Applicant shall submit plans for the required fire sprinklers per Pacifica Muni code and 2013 CFC at the same time or before they submit for a building permit.
28. The Applicant shall provide a horn strobe on the front of the building for the fire sprinkler.
29. The Applicant shall provide a fire flow report from North Coast County Water District (NCCWD) showing a fire flow of 750 gpm or greater per 2013 CFC Appendix B, Table B105.1 for structures over 3600 sq. ft.
30. The Applicant shall provide a fire hydrant at the end of the cul-de-sac per 2013 CFC Appendix C, Table C105.1 for flows of 1750 or less and notes a and d. A 200 foot minimum to nearest hydrant.
31. The Applicant shall mark the cul-de-sac and road per 2013 CFC Appendix D, D103.6 through D103.6.2 including signs per D103.6.
32. The Applicant shall provide clearly visible illuminated premises Identification (address) per 2013 CFC
33. The Applicant shall install smoke detectors and CO monitors per 2013 CFC and 2013 CBC.
34. The Applicant shall install and make serviceable all fire service features including fire hydrant prior to beginning construction.
35. The Applicant shall conform to 2013 CFC chapter 33 for fire Safety during all construction.
36. The Applicant shall not begin construction without approved plans and a permit on site at all times.

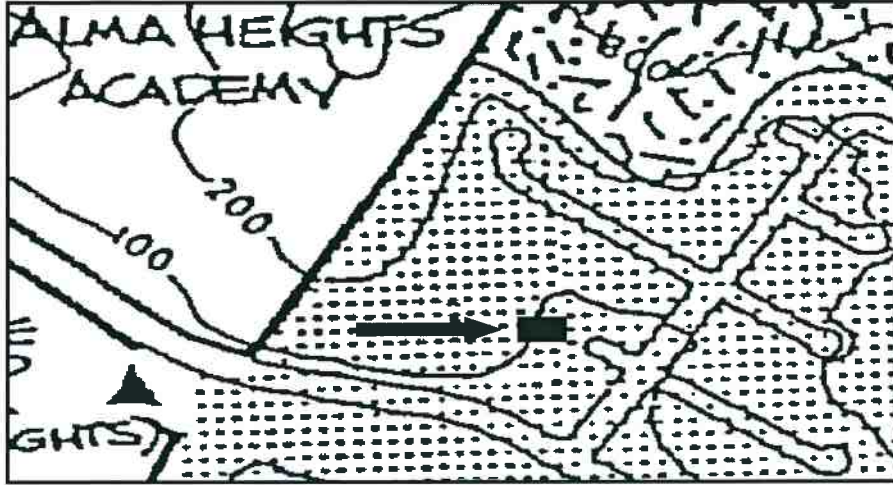
End

Zoning & Land Use Exhibit

City of Pacifica
Planning Development Department

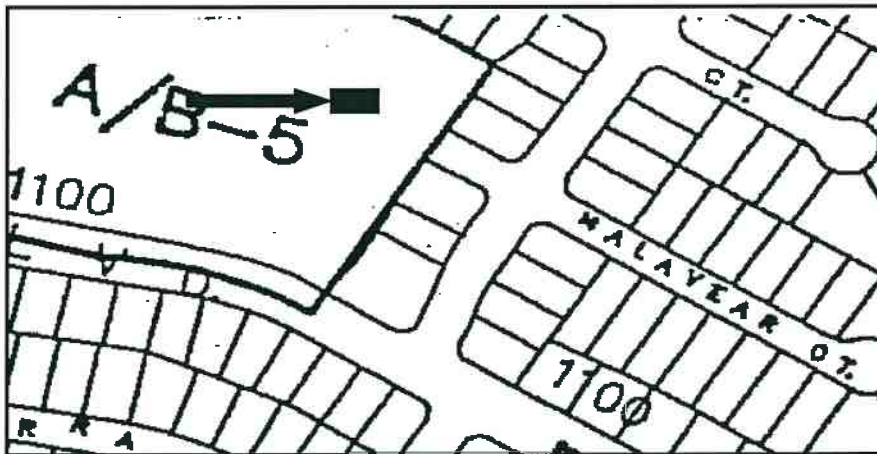
General Plan Diagram


Neighborhood: Linda Mar Neighborhood
Land Use Designation: Low Density Residential



Zoning Map Diagram

Existing Zoning District: A/B-5 (Agricultural/Lot Size Overlay)



North Arrow 
Maps Not to Scale

A 17-2004

2006-033134 CONF

08:02am 03/08/06 AG Fee: NO FEE

Count of pages 42

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 6 0 0 3 3 1 3 4 A R *

When Recorded Mail To:

Engineering Division
CITY OF PACIFICA
170 Santa Maria Avenue
Pacifica, California 94044

Space Above This Line For Recorder's Use

SUBDIVISION IMPROVEMENT AGREEMENT

(1165 Linda Mar Blvd. Subdivision)

THIS AGREEMENT is made this 14th day of February, 2006, by and between Gary and Dianne Bonini (together, "Subdivider"), and the City of Pacifica, a municipal corporation, ("City").

RECITALS

A. Subdivider is the owner of approximately 5.2 acres of real property located at 1165 Linda Mar Blvd. (APN 023-270-460), in the City of Pacifica, San Mateo County, California, more specifically described in Exhibit A, which is attached and incorporated herein by reference (the "Property"). The Property includes all lots and parcels within the Project, as defined below.

B. Subdivider submitted an application for City approval of a tentative subdivision map (SUB-200-03), modification of subdivision regulations (MOD-39-03), variance (PV-468-03), and negative declaration to subdivide the Property referred to as "1165 Linda Mar Blvd." The tentative subdivision map, modification of subdivision regulations, and variance are hereafter collectively referred to as the "Project."

C. On March 15, 2004, the City Planning Commission adopted the negative declaration and approved the Project. The approval of the Project shall be referred to as the "Initial Approvals." The Planning Commission's decision was appealed on March 25, 2004 to the City Council, which, on April 12, 2004, denied the appeal and upheld the Planning Commission's decision. The Initial Approvals were subject to the conditions of approval of the Project ("Conditions"). A copy of the Conditions is attached as Exhibit B and incorporated herein by reference and included in this Subdivision Improvement Agreement ("Agreement").



D. Condition 5 of the Conditions reads:

“The developer shall construct all street improvements and drainage improvements prior to approval of the final map. Should the developer desire to record the final map prior to completion and acceptance of improvements, plans for the improvements shall be approved by the City Engineer and bonds posted for all work to be done. An improvement agreement shall be executed to guarantee that the work will be done in accordance with the approved plan.”

E. The Municipal Code of the City of Pacifica, Section 10-1.1002, provides in part: “No final map shall be presented to the Council or parcel map to the City Engineer for approval until the Subdivider either completes the required improvements or enters into an agreement with the City agreeing to do the work.”

F. The required improvements (hereinafter, “Improvements”) include all those improvements, required by the Conditions and the Settlement Agreement (referenced in paragraph L of this Agreement) or otherwise indicated on the improvement plans (“the Plans”) as approved by the City Engineer, that are part of or appurtenant to the Property, including, but not limited to, all grading, erosion control, streets, street trees, street signs, curbs, gutters, sidewalks, lighting, utilities, traffic safety devices, paving, pathways, bikeways, catch basins, pipe, culverts, sanitary sewer, water systems, fire hydrants, and storm drain systems. Public Improvements are those improvements marked “Public” on the Plans as approved by the City Engineer.

G. The Plans were prepared by Ernest Renner, Professional Civil Engineer and Surveyor, and Walter H. Hensolt, Professional Structural Engineer, on behalf of the Subdivider, have been approved by the City Engineer, and shall be retained at the Pacifica City Hall (“City Offices”) under the collective title “1165 Linda Mar Blvd. Improvement Plans.”

H. Both parties agree that for the installation of the Improvements are an integral part of the Subdivider’s plan for development of the Project and are necessary to carry out the purpose and intent of the City’s approval of the Project. Both parties further agree that the Project would not have been approved without the assurance that this Agreement would be executed by Subdivider.

I. Subdivider has submitted, for approval and acceptance, a final map (“Map”) for the Project.

J. Subdivider has requested approval of the Map prior to the completion of the Improvements.

K. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the City.

L. On May 13, 2004, Neighbors Concerned About Pacifica, filed a civil lawsuit entitled *Neighbors Concerned About Pacifica v. City Council of Pacifica, et al.*, Case No. CIV 439332, in San Mateo County Superior Court. The Verified Petition for Writ of Mandate and Complaint for Preliminary and Permanent Injunctive Relief and Attorneys' Fees alleged that the City failed to comply with the California Environmental Quality Act ("CEQA") in granting the Initial Approvals and approving the Negative Declaration. This lawsuit was settled by the parties on March 1, 2005, subject to the terms and conditions enumerated in the settlement agreement ("Settlement Agreement"), a copy of which is attached hereto as **Exhibit C**.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the parties as follows:

1. **Purpose.** The purpose of this Agreement is to: (a) guarantee installation of the Improvements in accordance with the Plans; and (b) ensure satisfactory performance by the Subdivider of Subdivider's obligations. The recitals set forth above are hereby made a part of this Agreement.

2. **Improvements as a Benefit.** Subdivider agrees that the Improvements, which Subdivider is obligated to provide, will materially benefit the Property and are necessary to comply with the Conditions.

3. **Duty to Install Improvements.** Subdivider agrees to construct, install and complete, or cause to be constructed, installed and completed, at the Subdivider's own expense, all of the Improvements.

4. **Performance of Work.** Subdivider agrees that the work necessary to construct and install the Improvements will be done in a good and workmanlike manner, in accordance with accepted construction practices, and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Plans and the Code should arise after the date of this Agreement, the provisions of the Code shall control. Further, the work will be conducted in accordance with the requirements and procedures listed in the Conditions and the Settlement Agreement, in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City Engineer or his/her designee. It is agreed that the City Engineer or his/her designee shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Conditions, Plans, Settlement Agreement, City standards and specifications, or any applicable law, rule, or regulation.

5. **Settlement Agreement.** All obligations and requirements assumed by Subdivider in this Agreement are in addition to, and not in lieu of, the obligations and requirements of the Settlement Agreement.

6. **Commencement of Construction – Notice.** At least seven calendar days before the commencement of construction of any Improvement, Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement so that the City Engineer is able to provide the service of inspection.

7. **Completion.** Subdivider agrees to complete the Improvements prior to the earlier of (a) the date a permit or other grant of approval for the development of any parcel within the Property is applied for or (b) within two (2) years from the date of this Agreement.

8. **Time of Essence – Extension.** Time is of the essence under this Agreement. However, in the event good cause is shown, the City Engineer may extend the time for completion of the Improvements. Any extensions which may be granted will not relieve Subdivider of the obligation to meet the improvement security requirements of this Agreement, or the requirements of Pacifica Municipal Code section 10-1.1008 and California Government Code section 66499, as may be amended from time to time. Before the City Engineer will grant an extension, Subdivider must show good cause satisfactory to the City Engineer for the extension and provide evidence satisfactory to the City Engineer that sufficient security will remain in place during the term of the extension to ensure the faithful performance of this Agreement. These determinations shall be made by the City Engineer in his/her sole discretion.

9. **Supplying “Record Drawing” Plans.** Upon completion of the Improvements and prior to certification of completion, Subdivider shall supply the City, at no cost to the City, one mylar (4 mils) set of “record” drawings. These drawings shall be certified as being “record drawings” and shall reflect the Improvements as actually constructed, with all changes to the Plans incorporated therein.

10. **Notice and Certification of Completion.** Subdivider shall advise the City Engineer in writing of the completion of the Improvements herein specified and request certification of completion. Upon satisfactory completion of the Improvements by Subdivider and request for certification of completion, the City Engineer or his/her designee shall issue a certificate indicating that the required Improvements have been completed. For the purposes of this Agreement, the date of completion shall be the date that the City Engineer or his/her designee issues a certificate of completion.

11. **Acceptance of Improvements.** The City Engineer or his/her designee may, but is not required to, accept any Improvement at any time after the Certificate of Completion has been issued by the City Engineer or his/her designee. Acceptance of improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use. Acceptance of Public Improvements by the City Engineer shall not constitute acceptance of any offer of dedication made by Subdivider.

12. **Adequacy of and Revisions to Plans.** Subdivider warrants that the Plans are adequate to accomplish the Improvements. If, at any time before the City Engineer certifies completion of the Improvements, the Plans prove to be inadequate in any respect, the Subdivider shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer or his/her designee discovers that the Plans are inadequate in any respect, the City Engineer or his/her designee shall notify the Subdivider of the inadequacy/inadequacies. If such inadequacies are discovered, the Subdivider shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer or his/her designee, complete the Improvements according to the revised Plans.

13. **Guarantee and Maintenance of Improvements.** Subdivider agrees to maintain the Improvements in good condition and repair and to guarantee the Improvements against any defective workmanship, materials or unsatisfactory performance for one (1) year after the City Engineer or his/her designee certifies completion of the Improvements. This one year period shall be referred to hereinafter as "the warranty period." Subdivider shall comply with the requirements of this Paragraph in addition to, and not in lieu of, any other legal or contractual requirements to which Subdivider may be subject pertaining to the maintenance of the Improvements during the one-year warranty period and thereafter.

14. **Repair, Replacement or Reconstruction.** If, within the warranty period, all or any portion of the Improvements fails to fulfill the requirements of this Agreement, Subdivider, without delay and without cost to the City, shall repair, replace or reconstruct the defective or otherwise unsatisfactory Improvement or portion of Improvement and remedy the cause of such defect or failure. All such repair work, replacement, or reconstruction shall be completed to the satisfaction of the City Engineer or his/her designee within one year of the discovery of the defect or failure.

15. **Duty to Maintain Landscaping.** Subdivider agrees to diligently maintain in good repair the landscaping that it installs for one (1) year after the City Planning Department certifies completion of the landscaping. The Subdivider shall employ the standard of care necessary to prevent the landscaping from substantially deteriorating. Subdivider shall comply with the requirements of this Paragraph in addition to, not in lieu of, the requirements of the Settlement Agreement.

16. **Nonperformance and Costs.** If, within the time specified in this Agreement and any approved extension, Subdivider fails to complete the Improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of an Improvement, the City may, but is not required to, proceed to complete the Improvements pursuant to the Plans, by contract or otherwise, and Subdivider, immediately upon demand, shall pay the costs and charges related to said work, together with a fifteen percent (15%) overhead charge.

17. **Remedies.** The City may bring legal action to: (1) compel performance of the Agreement; (2) ensure compliance with the Conditions; and (3) recover the costs (including the City's administrative costs) of completing the Improvements pursuant to paragraph 16. The City may also seek any and all remedies available in law or equity. The Subdivider agrees that, if legal action is brought by the City, the Subdivider shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Subdivider has failed to carry out any of its obligations under this Agreement.

18. **Responsibilities for Damage.** Any damage to the sewer system, utilities, concrete work, or street paving, or to any portion of adjacent properties, that occurs during construction or during the warranty period shall be completely repaired by the Subdivider to the satisfaction of the City Engineer or his/her designee.

19. **Utility Deposits – Statement.** Subdivider shall satisfy the City Building Official that it has made the deposits required for utilities to be supplied and connected within the subdivision prior to obtaining a building permit.

20. **Permits and Fee-Payments – Compliance with Law.** Subdivider shall obtain all necessary permits and licenses for the construction of Improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

21. **Superintendence by Subdivider.** Subdivider shall personally supervise the work or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for Subdivider.

22. **Inspections – Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Subdivider shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Subdivider shall pay to the City the cost of inspecting the Improvements, including the costs of staff time and any consulting services determined to be necessary by the City Engineer, as well as all the cost of all other services furnished by the City in connection with the Project. Subdivider further agrees to pay any required in-lieu fee for the undergrounding of utilities on peripheral streets, and all development fees required by Pacifica Municipal Code sections 3-13.02, including planned drainage facility fees:

23. **Security.** Subdivider shall at all times guarantee Subdivider's performance of this Agreement by furnishing to the City and maintaining good and sufficient security as required by the Subdivision Map Act and the Pacifica Municipal Code, on forms approved by the City, as follows:

- A. Concurrently with the execution of this Agreement, Subdivider shall furnish to the City good and sufficient security for:
 - I. faithful performance and guarantee of the work; and
 - II. payment of contractors, subcontractors and persons furnishing labor, materials or equipment.

- B. The security shall be one or more of the following forms at the option of, and subject to approval by, the City:
 - I. A bond (or bonds) by one or more duly authorized corporate sureties; or
 - II. A deposit with (1) the City or (2) a responsible escrow agent or trust company of money or negotiable bonds of the kind approved for securing deposits of public moneys, at the option of the City; or
 - III. An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment.

The form of the security shall be in accordance with Sections 66499-66499.2 of the Subdivision Map Act.

- C. The security furnished by the Subdivider shall be in the following amounts and for the following purposes:
 - I. An amount equal to one hundred percent (100%) of the total estimated cost of the Improvements (which estimated amount is set forth in **Exhibit D** attached hereto and incorporated herein by reference), as security for the faithful performance of this Agreement ("the Faithful Performance Security"). The estimated cost of the Improvements shall include:

- A. Not less than five percent (5%) nor more than ten percent (10%) of the total construction cost for contingencies;
- B. Increases for projected inflation computed to the estimated midpoint of construction;
- C. All utility installation costs or a certification acceptable to the City Engineer from the utility company that adequate security has been deposited to ensure installation; and
- D. Costs and reasonable expenses and fees, including attorney's fees, incurred in enforcing the obligation secured.

Liability upon the Faithful Performance Security shall both include, and be limited to, the matters specified in Section 66499.9 of the California Government Code; and

II. An amount equal to fifty percent (50%) of the total estimated cost of the Improvements (including those costs listed in Section 23C(I)(A)-(D), above, and as set forth in **Exhibit D**), as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement ("the Payment Security");

III. One Thousand and no/100ths (\$1,000.00) Dollars, or amount greater than One Thousand dollars, as required by the City Engineer, in cash (which amount is set forth in **Exhibit D** attached hereto and incorporated herein by reference), which may be used at the discretion of the City to correct any deficiencies and conditions caused by Subdivider or a contractor that arise during or after the construction of the subdivision ("Cash Deposit"). *Provided* that the amount required for the Cash Deposit shall not exceed one percent of the construction cost unless one percent of the construction cost is one thousand dollars or less.

D. The instruments of credit referenced above shall be special account(s), the funds of which may not be withdrawn by the Subdivider without the approval of the City; provided, however, the City shall have the right to make withdrawals from such instruments of credit if the Subdivider fails to complete the work under the terms of this Agreement.

erosion protection measures on an emergency basis and Subdivider shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses) within thirty (30) days after City mails a billing statement for such expenses to Subdivider. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Subdivider and/or to proceed against the Faithful Performance Security to cover City's expenses.

26. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Subdivider of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Subdivider and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

27. **Hold-Harmless Agreement.** Subdivider shall hold harmless, defend and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Subdivider shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

28. **Subdivider's Insurance.** Subdivider may not begin work under this Agreement until Subdivider obtains insurance required under this paragraph that is acceptable to the City. Subdivider shall not allow a contractor or subcontractor to begin work on its contract or subcontract until all similar insurance required of the contractor or subcontractor is obtained.

A. **Workers' Compensation Insurance.** Subdivider shall maintain, during the life of this Agreement, Workers' Compensation Insurance in accordance with the provisions of California Labor Code sections 3700, et seq., for Subdivider's employees employed at the work site. If any of the work is subcontracted, Subdivider shall require the contractor or subcontractor to provide Workers' Compensation Insurance for such contractor's or subcontractor's employees. If a class of employees is not protected under the Workers' Compensation law, Subdivider shall provide, and have each contractor and subcontractor provide, adequate insurance for the protection of employees not otherwise protected. Subdivider agrees to indemnify the City for damage resulting to it from failure

II. Other Insurance Provisions. The policies identified above shall be issued by an insurance carrier having a rating of Best A-/7 or better and shall be delivered to the City at the time of the execution of this Agreement. In lieu of actual delivery of the policy/policies, a certificate issued by the insurance carrier showing the insurance to be in force for the period covered by this Agreement may be delivered to the City. Such policy/policies and such certificate(s) shall be in a form approved by the City Attorney. The policy/policies shall name the City, its officers, officials, employees, consultants and agents as additional insureds and provide for thirty (30) days' notice of cancellation to the City. The policy/policies shall not be canceled nor the amount of coverage be reduced earlier than thirty (30) days after the City receives notice from the insurer of the intent of cancellation or reduction.

29. Subdivider Not Agent of City. Neither Subdivider nor its agents or contractors are agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

30. Notice of Breach and Default. If Subdivider refuses or fails to prosecute the work required by this Agreement with such diligence as will ensure its completion within the time specified, or fails to complete the work within such time, or if the Subdivider is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Subdivider's insolvency, or if Subdivider or Subdivider's contractors, subcontractors, agents or employees, violate this Agreement, the City may serve written notice upon Subdivider of breach of this Agreement.

31. Breach of Agreement - Performance by City. If the City gives notice of breach of this Agreement, the Subdivider shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) days after the date of such notice of breach. If the Subdivider does not correct the deficiencies or complete the work within sixty (60) days after the date of the notice of breach, or such additional time as necessary and as the City reasonably deems acceptable, the Subdivider shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and at the expense, of Subdivider. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the work site and necessary for completion of the work. The City may withdraw from the security specified in this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees, including reasonable attorney's fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City of

Pacifica in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this contract exceeds the amount contained in the security deposits specified under Paragraph 19, the Subdivider shall be responsible for any additional costs incurred by the City.

32. **Notices.** All notices required shall be in writing and delivered by registered mail, postage prepaid. A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by regular mail, or one (1) business day after dispatch by a reputable overnight courier service (such as Federal Express).

Notices to be given to the City shall be addressed as follows:

City Engineer and City Building Official
City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044

Notices to the Subdivider shall be addressed as follows:

Gary & Dianne Bonini
1165 Linda Mar Blvd.
Pacifica, CA 94044

33. **Change of Subdivider.** If the Subdivider ceases to have legal interest in the Project, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new Subdivider, submittal of new bonds or letters of credit in accordance with the Agreement (at which time the original bonds or letters of credit should be released), and a certified copy of the recorded deed. Unless a new Agreement between the City and any successor Subdivider is entered into, upon the filing of the notice with the City, the successor Subdivider is charged with the obligations under this Agreement in lieu and in place of Subdivider, and Subdivider shall thereafter have no further obligations to the City under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer.

34. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

35. **Agreement Attaches to the Land – Recordation.** This Agreement pertains to and runs with the Property described. This Agreement shall be recorded in the office of the County Recorder at the expense of the Subdivider and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any

cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

36. Miscellaneous Terms and Provisions.

- A. If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.
- B. This Agreement contains a full, final and exclusive statement of the Agreement of the parties regarding the subject matter hereof.
- C. The obligations upon the Subdivider signing this Agreement terminate personally as to him when he conveys his interest in the subdivision, files for record with the County Recorder a copy of assignment of the Agreement, and complies with paragraph 28.
- D. This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Pacifica. In case of dispute, venue shall reside in San Mateo County, California.
- E. Subdivider warrants and represents that the person signing on behalf of Subdivider has the authority to execute this Agreement on behalf of Subdivider, and has the authority to bind the Subdivider and the Property to the terms and obligations set forth in this Agreement. Subdivider agrees that this Agreement, and any instrument or agreement required hereunder, are within the Subdivider's powers, and have been duly authorized and delivered, and do not conflict with Subdivider's organizational powers.
- F. Subdivider agrees that the Conditions are reasonable, valid and binding. Subdivider agrees that this Agreement is a valid, legal and binding Agreement, enforceable against Subdivider in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Subdivider agrees that this Agreement does not conflict with any law, agreement, or obligations by which Subdivider is bound.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.

On February 14, 2000, before me, Kathy O'Connell, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Scott Holmes
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Kathy O'Connell
Signature of Notary Public

Kathy O'Connell

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

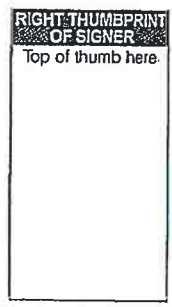
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

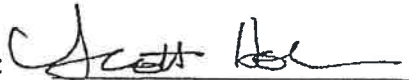
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

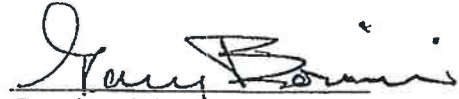
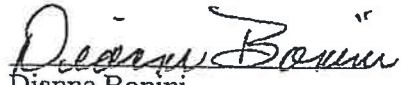


IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year above written.

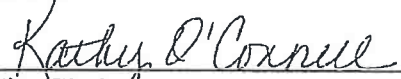
CITY OF PACIFICA,
a California municipal corporation

By: 
Scott Holmes, City Engineer

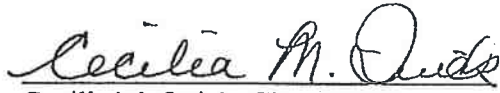
SUBDIVIDER,
Gary & Dianne Bonini

By: 
Gary Bonini

Dianne Bonini

ATTEST


Kathy O'Connell
City Clerk

APPROVED AS TO FORM


Cecilia M. Quick, City Attorney

P:\PACIFICA\Bonini\wk001v6(Subdivision Agreem Unannot).doc

State of California

County of San Mateo

On February 8, 2006 before me, Jennifer Samujh,
a Notary Public in and for said State, personally appeared Gary Bonini

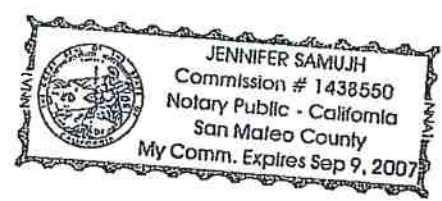
Gary Bonini, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jennifer Samujh

Name Jennifer Samujh
(typed or printed)

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

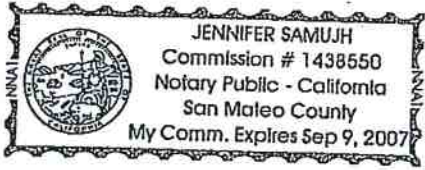
County of San Mateo } ss.

On Feb. 8, 2006, before me, Jennifer Samujh Notary Public

personally appeared Dianne Bonini
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: February 8, 2006 Number of Pages: 15

Signer(s) Other Than Named Above: Scott Holmes, Gary Bonini, City Clerk, Cecilia M. Quick

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



EXHIBIT A

LANDS OF BONINI
LEGAL DESCRIPTION

Parcel A, as delineated upon that certain Parcel Map filed in the Office of the Recorder of the County of San Mateo, State of California on October 24, 1973, in Volume 22 of Parcel Maps at Page 32.

END OF DESCRIPTION

EXHIBIT B

CONDITIONS OF APPROVAL



Scenic Pacifica

CITY HALL • 170 Santa Maria Avenue • Pacifica, California 94044-2506

Telephone (650) 738-7300 • Fax (650) 359-6038
www.ci.pacifica.ca.us

April 13, 2004

Gary and Dianne Bonini
1165 Linda Mar Blvd.
Pacifica, CA 94044

Re: 1165 Linda Mar Blvd.; Subdivision, SUB-200-03, Modification of Subdivision Regulations, MOD-39-03, Variance, PV-468-03; and Negative Declaration (APN 023-270-460)

Dear Mr. and Mrs. Bonini:

The City Council of the City of Pacifica, at their regular meeting of April 12, 2004, DENIED the appeal, ADOPTED the Negative Declaration, and UPHELD the Planning Commission's approval of the above referenced permits. The Planning permits are approved subject to the following conditions:

Planning Department:

1. Development shall be substantially in accord with the plans titled "Tentative Parcel Map 1165 Linda Mar Blvd.," consisting of one (1) sheet, dated March 2, 2004, except as modified by the following conditions.
2. A Residential Growth Allocation shall be obtained prior to approval of the Final Map.
3. Upon approval of the subdivision, the applicant shall provide formal written notice to the City Council and a copy to the Planning Director that the conditions and contingencies enumerated in the certificate of tentative cancellation for the Williamson Act Contract have been satisfied. The applicant shall cooperate with the City and authorize the City to record a certificate of cancellation of contract prior to obtaining a final map.

Engineering Division:

4. Existing pavement on Malavear Dr. to the end of the curve returns on Sheila Lane shall be ground and overlaid with a minimum of 2" A.C. Applicant shall submit Improvement Plans showing in detail the proposed improvements, including but not limited to street and drainage improvements, and shall be signed and stamped by a licensed civil engineer. An Encroachment Permit must be obtained for all work within City right-of-way. All proposed improvements within City right-of-way shall be constructed per City Standards.

Gary and Dianne Bonini
1165 Linda Mar Blvd.
March 26, 2004
Page 2

5. The developer shall construct all street improvements and drainage improvements prior to approval of the final map. Should the developer desire to record the final map prior to completion and acceptance of improvements, plans for the improvements shall be approved by the City Engineer and bonds posted for all work to be done. An improvement agreement shall be executed to guarantee that the work will be done in accordance with the approved plan.
6. All utilities serving the subdivision shall be underground. Utility work shall be part of the improvement plans.
7. The developer shall submit a final map for approval by the City Engineer. All required monumentation shall be shown on the map and set prior to recordation of the map. A deposit of \$1100 for the final map review shall also be submitted to the Engineering Division. All taxes, assessment, bonds or liens shall be paid prior to the recordation of the final map.
8. The applicant shall include in the Improvement Plans all proposed site drainage including but not limited to a concrete swale and its ultimate discharge, and diversion of existing swale due to the regrading of the site. All site drainage shall be discharged unto the street. All proposed Storm Drain Inlets shall be stenciled in thermoplastic with "No Dumping Drains to Stream".
9. Extension of Malavear Dr. including the cul-de-sac shall be dedicated as a city street.

Sincerely,



Michael Crabtree
City Planner

c: Engineering, Building/Fire, Project File
Assessor
PG&E
Post Office
NCCWD
Brian Gaffney, Law Offices, 370 Grand Ave. #5, Oakland, Ca 94610
Dave Melton, 17 Shenandoah Way, Pacifica, Ca 94044
Ernest Renner, 3270 Mendocino Ave., Suite 1A, Santa Rosa, Ca 95403

EXPIRATION DATE: April 12, 2006

The Subdivision (SUB-200-03), Modification to Subdivision Regulations (MOD-39-03), and Variance (PV-468-03) permits will expire on the above date unless all the conditions of approval have been satisfied and a Final Map has been recorded.

PLEASE NOTE THIS IS NOT A BUILDING PERMIT

EXHIBIT C

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into by and among Petitioner and Plaintiff NEIGHBORS CONCERNED ABOUT PACIFICA ("NCAP"), Defendants and Respondents CITY COUNCIL OF PACIFICA and CITY OF PACIFICA (collectively "City"), Real Parties in Interest and Defendants GARY BONINI, DIANNE BONINI (collectively "RPI"), and DAVE MELTON, DEWEY MELTON, and MAT BRADSHAW (collectively "Purchasers"). NCAP, City, RPI, and Purchasers are individually referred to as "Party" and collectively as "Parties." The parcels to which this agreement applies are described in Exhibit "D", which is attached hereto and incorporated herein by reference.

RECITALS

A. On April 12, 2004, the City adopted a Negative Declaration pursuant to the California Environmental Quality Act ("CEQA") for approval of a Tentative Parcel Map (Sub-200-3), Modification of Subdivision Regulations (PV-468-03), and Variance (PV-468-03) (collectively "subdivision approvals"). The subdivision approvals were sought by RPI to subdivide an approximately five-acre parcel ("Property") into four separate lots. The City granted the subdivision approvals on April 12, 2004. RPI and/or Purchasers are also required by law to obtain a Site Development Permit and building permits (collectively "subsequent approvals") prior to developing three of the lots. The subdivision approvals, subsequent approvals, and Exhibits A, B, C, and D, which Exhibits are hereby incorporated by reference as if fully set forth herein, are collectively referred to as the "Project."

B. On May 13, 2004, NCAP filed a civil lawsuit entitled *Neighbors Concerned About Pacifica v. City Council of Pacifica, et al.*, Case No. CIV 439332 ("Action"), in San Mateo County Superior Court ("Superior Court"). The Verified Petition for Writ of Mandate and Complaint for Preliminary and Permanent Injunctive Relief and Attorneys' Fees ("Petition") alleges that the City failed to comply with CEQA in issuing the subdivision approvals. The claims and allegations of the Petition are hereby incorporated by reference into this Agreement solely for the purpose of identifying the various allegations and claims set forth by NCAP.

C. On July 13, 2004, pursuant to stipulation, the Superior Court entered an order

suspending further proceedings in the Action to allow the Parties' settlement negotiations to proceed. On September 23, 2004, again pursuant to stipulation, the Superior Court extended the suspension of proceedings in the Action until November 1, 2004. On November 5, 2004, the Superior Court approved a stipulation further extending the suspension of proceedings until December 15, 2004. These stipulations and orders are collectively referred to as "Stipulations."

D. The City and RPI dispute the claims in the Action. No answer or other responsive pleading has been filed in the Action because all proceedings therein have been suspended pursuant to the Stipulations.

E. As set forth in this Agreement, the Parties mutually desire to avoid further litigation and to remove from litigation all claims, counterclaims, and disputes among them of any kind relating to the Petition and the Action. As a result, the Parties have agreed to settle such claims, counterclaims, and disputes on the terms and conditions set forth below.

F. The Purchasers are not parties to the Action but are parties to this Agreement. The Purchasers have contracted to purchase from RPI a portion of the Property and agree to be bound by the terms of this Agreement in exchange for the consideration set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Dismissal of Litigation. NCAP shall sign and deliver to the City and RPI a standard form Dismissal With Prejudice for the Action within ten (10) business days after receipt of payment of NCAP's attorneys' fees pursuant to Paragraph 6 of this Agreement. NCAP and the individual members of NCAP agree not to file, join, encourage, assert or otherwise support any objection(s) to subsequent approvals by the City, or any judicial claim, action, or other proceeding challenging the legality of any approvals needed for implementation of the Project, as long as such approvals are consistent with and do not violate the terms of this Agreement and comply with existing law. The parties expressly agree, however, that disagreement by NCAP, or any member thereof, with discretionary elements of determinations by the City Planning Commission and/or City Council on subsequent approvals as defined herein, shall not be

considered a failure to comply with existing law. The Parties also expressly agree that existing law does not require the City, RPI, or Purchasers to undertake new or further CEQA review for the subsequent approvals, unless substantial changes occur in the Project, circumstances, or information such that further review is required pursuant to the Public Resources Code and the CEQA Guidelines. This Agreement may be pled as a full and complete defense to, and may be used as a basis for injunctive relief against, any objection, claim, action, or other proceeding that may be asserted, instituted, or prosecuted in breach of this Agreement.

2. On-Site Drainage and Other Improvements.

a. Site Improvements. RPI and/or Purchasers shall make improvements to the site as directed in the Preliminary Improvement Plan attached to this Agreement as Exhibit A, which Exhibit is hereby incorporated by reference as if fully set forth herein. The contours of the site shall be generally consistent with those depicted in said plan. The scope of such improvements include preservation and maintenance of the "detention ponds" described and mapped on the Preliminary Improvement Plan, direction of the surface runoff as described below in paragraph 2.c., and protection of the hillside as described in paragraph 4. Special care shall be taken in the installation of the overflow drain pipe assembly depicted in said plan to ensure that the installation does not create a path through which neither the water nor the soils will be permitted to drain.

b. Maintenance of Detention Ponds. The owner of Lot 2 on which the detention ponds are located, shall maintain the ponds, drainage, and planting required herein, as required by the Maintenance Plan attached hereto as Exhibit B, which Exhibit is hereby incorporated by reference as if fully set forth herein. Neither RPI nor Purchasers shall take any action on the Property inconsistent with the continued existence and maintenance of said ponds.

c. Direction of Surface Runoff. Surface runoff from Parcels 2 and 3 as designated on the Subdivision Map and Preliminary Improvement Plan, shall be directed into the detention ponds in the manner indicated in the Preliminary Improvement Plan and as further provided in the Maintenance Plan. Surface runoff from Parcels 1 and 4, as designated on the

Subdivision Map and Preliminary Improvement Plan, shall be directed to the City's storm drain system.

3. Contribution to Offsite Creek Restoration. RPI and/or Purchasers shall pay the amount of \$5,000.00 to the San Pedro Creek Watershed Coalition ("Coalition"), P.O. Box 850, Pacifica, CA 94044, an Internal Revenue Code § 501(c)(3) not-for-profit corporation, as a contribution toward a future restoration project on the North Fork of San Pedro Creek. Plaintiff and its members represent that said contribution is a deductible charitable contribution for State and Federal tax purposes. The address of the Coalition shall be provided to RPI and Purchasers by NCAP. RPI and/or Purchasers may make this contribution in \$2,500.00 increments, with the first payment due within thirty (30) days after full execution of this Agreement, and the balance payable on or before December 31, 2005. Contemporaneously with the payment of each installment, RPI shall provide, by U.S. Mail, each of the other Parties with a photocopy of each check and letter of transmittal.

4. Protection of Hillside.

a. No Structures or Impervious Surfaces. Neither RPI nor Purchasers shall construct or place any structures or impervious surface in the area of the Property upslope of the line denominated as "Development Boundary" and depicted in the Preliminary Improvement Plan.

b. Seeding With Native Plants. Within one (1) year after execution of this Agreement, RPI and/or Purchasers shall complete seeding of the area beyond the Development Boundary with native plants as provided for in the Native Plant Seeding Plan ("Seeding Plan") attached to this Agreement as Exhibit C, which Exhibit is hereby incorporated by reference as if fully set forth herein. This obligation to seed with native plants shall not be construed to prevent RPI or Purchasers from planting, in addition to the planting required by the Seeding Plan, fruit trees.

5. No Further Variances.

a. Neither RPI nor Purchasers shall seek for the Project and/or the Property any further variances or modifications of applicable provisions of the City of Pacifica Municipal

Code for development of the Project and Property, including but not limited to provisions of the City of Pacifica Zoning Ordinance.

b. Consistent with Paragraph 5.a, RPI and Purchasers retain their rights to develop the Project and otherwise use and enjoy the Property subject to applicable provisions of the City of Pacifica Municipal Code, including but not limited to provisions of the City of Pacifica Zoning Ordinance, the terms and conditions of any approvals granted by the City for the Project, and the terms and conditions of this Agreement.

c. Nothing in this Section 5 shall bind the City in any respect. This Paragraph neither obligates the City to take any particular action nor prohibits the City from taking any particular action. As such, this Paragraph represents an agreement solely by and among RPI, Purchasers, and NCAP.

6. NCAP's Attorneys' Fees and Costs. RPI shall pay NCAP the sum of \$15,000.00 in full settlement of NCAP's claim to reasonable attorneys' fees and costs attributable to prosecution of the Action. RPI shall make payment to The Law Offices of Sharon E. Duggan within ten (10) business days after execution of this Agreement.

7. Conditions of Approval.

City staff, RPI, and/or Purchasers shall recommend to the City of Pacifica Planning Commission, and, if necessary, to the City of Pacifica City Council, that the site improvements, maintenance requirements, and surface run-off described in Paragraph 2 and the hillside protection and seeding requirements described in Paragraph 4 shall be made binding conditions of subsequent approvals which shall therefore be binding and enforceable conditions of future development of the Project and Property.

In the event the City is unwilling to impose said obligations as binding conditions of subsequent approvals which are necessary for the future development of the Project and Property, this Agreement may nevertheless be enforceable between the Parties as provided in Paragraph 35 or by any other action or proceeding provided by law or in equity for the enforcement thereof.

8. City's Retention of Police Power. Nothing in this Agreement shall constitute or be construed to constitute an abdication or surrender of the City of Pacifica's police power or to otherwise bind in any respect the City's exercise of its legislative, executive, or adjudicatory discretion. Nothing in this Agreement shall obligate the City to take, or prohibit the City from taking, any legislative, executive, or adjudicatory action.

9. Mutual Release.

a. NCAP, on their own behalf and on behalf of their predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, members, shareholders and attorneys, hereby acknowledge full and complete satisfaction of, covenants not to sue with respect to, and release and discharge the City, RPI, and Purchasers and their predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, shareholders, members, managers and attorneys from any and all claims, demands, actions, causes of action, suits, liabilities, losses, agreements, contracts, covenants, wages, debts, costs, attorneys' fees or expenses, known or unknown, suspected or unsuspected, related to or arising from the Project, which NCAP had, now has or claims to have against the City, the RPI and/or Purchasers whether or not known, suspected or alleged as of the Effective Date of this Settlement Agreement.

b. The City, RPI, and Purchasers, on their own behalf and on behalf of their predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, shareholders, managers and attorneys, hereby acknowledge full and complete satisfaction of, covenants not to sue with respect to, and release and discharge NCAP and their predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, members, shareholders and attorneys, from any and all claims, demands, actions, causes of action, suits, liabilities, losses, agreements, contracts, covenants, wages, debts, costs, attorneys' fees or expenses, known or unknown, suspected or unsuspected, related to arising from the Project, which the City, RPI, or Purchasers had, now has, or claims to have against NCAP whether or not known, suspected or alleged as of the Effective Date of this Settlement Agreement.

10. No Assignment. The Parties represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, cause of action,

obligation, damage or liability released in Paragraph 9 above, and each further agrees to indemnify and hold the others harmless from any liability, claims, demands, damages, costs, expenses, and attorneys' fees incurred by any such assignment or transfer.

11. General Release and Waiver of Civil Code Section 1542. With respect to claims related to the action within the foregoing releases, the Parties specifically and expressly waive any right and benefit available to them under the provisions of Section 1542 of the Civil Code of the State of California which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

It is understood and agreed by the Parties that this Agreement is a full and final general release and shall extinguish all of the Parties past and present claims, demands and causes of action against each other, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, that arise out of or in any way relate to the Action, which claims, demands and causes of action are remised and forever discharged.

12. Notices. All notices and other communications required to be provided pursuant to this Agreement shall be by certified mail, return receipt requested to the following persons at the following addresses:

TO RPI:

Gary and Dianne Bonini
1165 Linda Mar Blvd.
Pacifica, California 94404
Telephone: (650) 355-7440

With a copy to:

William F. Pagano
Pagano & McKinney
1424 Chapin Avenue
Burlingame, California 94010
Telephone: (650) 347-9900
Facsimile: (650) 373-0330

TO PURCHASERS

Mat Bradshaw
860 Crespi Drive
Pacifica, California 94044
Telephone: (650) 438-7339

David Melton
1031 Rio Vista Drive
Pacifica, California 94044
Telephone: (650) 557-1484

Dewey Melton
815 Bower Road
Pacifica, California 94044
Telephone: (650) 355-8012

With a copy to:

William F. Pagano
Pagano & McKinney
1424 Chapin Avenue
Burlingame, California 94010
Telephone: (650) 347-9900
Facsimile: (650) 373-0330

TO THE CITY OF PACIFICA:

Joseph Tanner, City Manager
City of Pacifica
170 Santa Maria Avenue
Pacifica, California 94044
Telephone: (650) 738-7301
Facsimile: (650) 359-6038

With copies to:

Cecilia M. Quick
City Attorney
City of Pacifica
170 Santa Maria Avenue
Pacifica, California 94044
Telephone: (650) 738-7408
Facsimile: (650) 359-8947

TO NCAP:

Neighbors Concerned About Pacifica
P.O. Box 260
Pacifica, California 94044
Telephone: none
Facsimile: none

With a copy to:

Sharon E. Duggan
Law Offices of Sharon E. Duggan
2070 Allison Way, Suite 300
Berkeley, California 94704
Telephone: (510) 647-1904
Facsimile: (510) 647-1905

Any Party may change its above listed address for notices by sending notice thereof to all other parties.

13. Advice of Counsel. In executing this Agreement, the Parties acknowledge that they have consulted with and been advised by their respective attorneys, and that they have executed this Agreement after independent investigation, and without fraud, duress or undue influence. The Parties further acknowledge and agree that they have had a reasonable period of time for deliberation before executing this Agreement.

14. Future Waivers. No waiver by a Party of any condition or term of this Agreement shall be deemed a waiver of any other condition or provision at the same or any other time.

15. Modification. This Agreement may be modified only in a writing signed by the Parties or the Parties' successors-in-interest.

16. No Admission of Liability. This Agreement is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any Party hereto, and each Party continues to deny any liability to the other, and further agrees not to represent to any other person or entity that this Agreement, or

any of the provisions hereof, represents a confession or admission of liability on the part of any other Party.

17. No Representations. Each Party to this Agreement acknowledges that it is fully aware of the significance and legal effect of this Agreement, including its release provisions, and is not entering into this Agreement in reliance on any representation, promise, or statement made by any Party, except those explicitly contained in this Agreement.

18. Mistake. Each of the Parties to this Agreement has investigated the facts pertaining to the Action and to this Agreement to the extent each party deems necessary. In entering into this Agreement, each party assumes the risk of mistake with respect to such facts. This Agreement is intended to be final and binding upon the Parties regardless of any claim of mistake.

19. Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable.

20. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

21. Construction. This Agreement has been reviewed by the Parties, and by their respective attorneys, and the Parties have had a full opportunity to negotiate the contents of this Agreement. The Parties expressly waive any common law or statutory rule of construction that ambiguity should be construed against the drafter of this Agreement, and agree that the language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning.

22. No Third Party Beneficiaries. The mutual promises in this Agreement are intended only for the benefit of the Parties, and may be enforced by the Parties hereto. The Parties agree that there are no intended or incidental third party beneficiaries to this Agreement.

23. Survival of Provisions. All promises, covenants, releases, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

24. Attorneys' Fees Arising Out of The Enforcement of the Agreement. In the event of litigation arising out of any alleged breach of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees in addition to any other relief to which it may be entitled.

25. Binding Effect.

a. This Agreement may be recorded and re-recorded by any Party to this Agreement so as to provide notice to any successors in interest or future purchasers of the Property, or subdivided parcels thereof of the terms and conditions of this Agreement.

b. In the event the parcel or Property commonly known as Lands of Bonini, APN 023-270-460 is subdivided, the Parties agree to provide legal descriptions and assigned Assessor Parcel numbers for the subdivided parcels sufficient for recording purposes after the Parcel Map creating same is recorded and the descriptions are, therefore, available.

26. Effective Date. This Agreement shall be effective as of the date upon which all of the signatories have signed the agreement.

27. Execution in Counterpart. This Agreement may be executed in counterpart, and all executed copies are duplicate originals, equally admissible in evidence. The Parties agree that the transmission of an executed copy of this Agreement by facsimile shall be valid and binding, and shall have the same full force and effect as if an executed original of this Agreement had been delivered.

28. Entire Agreement. This Agreement contains the entire agreement among the Parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, among the Parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid.

29. Cooperation. The Parties agree to cooperate fully, reasonably, and in good faith in the implementation of this Agreement. Each of the Parties will execute, acknowledge, and

deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be necessary to consummate or implement this Agreement.

30. Time Of the Essence. Time is of the essence of this Agreement and the performance by each party hereto of the obligations on that party's part to be performed.

31. Force Majeure Events. If any of the Parties fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or other materials or reasonable substitute for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire, flood, storm, explosion, earthquake, or other casualty, or any other cause beyond the reasonable control of the Party obligated to perform, then that Party's performance shall be excused to the extent performance is no longer practically possible. To the extent that obligations can still be performed as a practical matter at the conclusion of any of the events described above, then performance of the obligations shall be delayed for a period equal to the period of such cause for failure to perform.

32. Recitals in Captions. The recitals in the captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only; the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

33. Warranty of Authority. Each individual executing this Agreement on behalf of any Party represents that he/she is authorized to execute this Agreement on behalf of the Party or Parties he/she purports to represent and does so execute this document on behalf of said Party.

34. Filing of Fictitious Name Statement. NCAP shall file a fictitious name statement within the County of San Mateo, California.

35. Enforcement. The Parties agree that this Agreement may be enforced on motion of any Party pursuant to California Code of Civil Procedure Section 664.6 or by any other action or proceeding provided by law or in equity for the enforcement thereof, except that the Parties may enforce the terms and conditions of this Agreement only after the complaining party has first given notice to the Party allegedly failing to comply with the terms and conditions of the

Settlement Agreement and has attempted, in an open and good faith manner, to resolve such Party's alleged failure to comply.

36. Court Jurisdiction. Notwithstanding the filing of the dismissal required in Paragraph 1 of this Agreement, the Parties stipulate and agree that the court shall retain jurisdiction of this case and over the parties personally until final performance of the Settlement Agreement. This includes tolling of any applicable statute, rule, or court order affecting timely prosecution of this action, including the 5 year dismissal statute.

Dated: 7/15/05

REAL PARTIES IN INTEREST

GARY AND DIANNE BONINI

By: Gary Bonini
Gary Bonini
Notary

By: Diane Bonini
Diane Bonini
Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

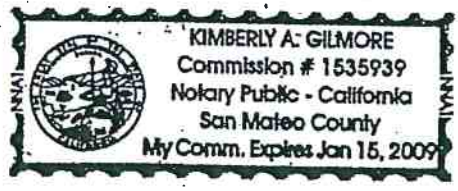
State of California

County of San Mateo } ss.

On 2/15/05 before me, Kimberly A Gilmore
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gary Bonin
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

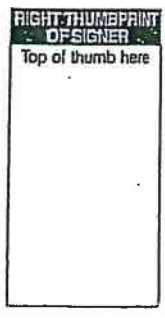
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

SS.

On

2/15/05

Date

before me

Kimberly A Gilmore

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

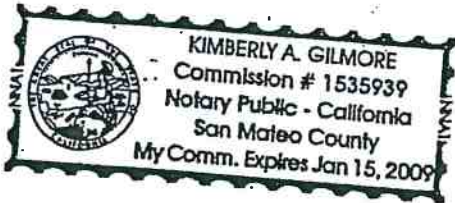
personally appeared

Jane Brown

Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Kimberly A Gilmore
Signature of Notary Public

OPTIONAL

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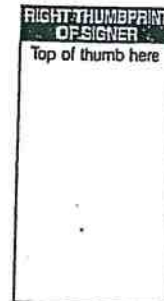
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Dated: 2/15/

PURCHASERS

MAT BRADSHAW

By: Mat Bradshaw

Mat Bradshaw

Notary

Dated: 2/14/05

DAVID MELTON

By: David Melton

David Melton

Notary

Dated: 02-14-05

DEWEY MELTON

By: Dewey Melton

Dewey Melton

Notary

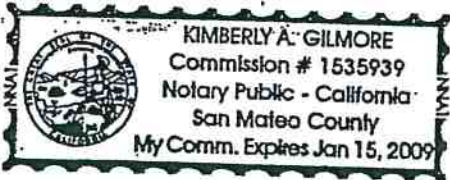
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo } ss.

On 2/14/05 before me, Kimberly A Gilmore
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Max Bradshaw
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal
Kimberly A Gilmore
Signature of Notary Public

OPTIONAL

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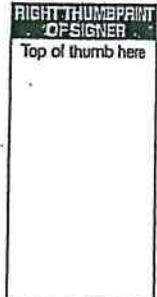
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Max

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.

On 2/14/05

Date

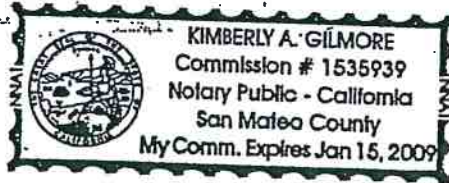
before me, Kimberly A Gilmore

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David Melton

Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Kimberly A Gilmore
Signature of Notary Public

OPTIONAL

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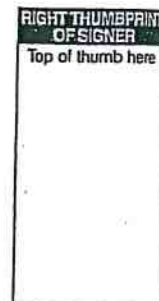
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.

On 2/14/05 before me, Kimberly A. Gilmore

Date

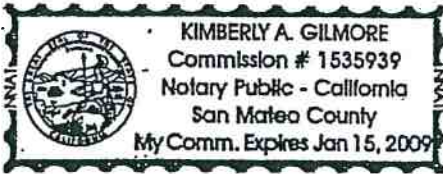
before me, Kimberly A. Gilmore

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dewey Melton

Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Description of Attached Document

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Document Date: _____ Number of Pages: _____

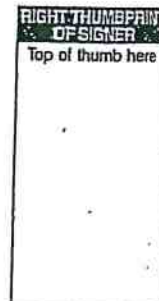
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



Dated: 3-1-05

CITY OF PACIFICA

By: 

Joseph Tanner

City Manager

Notary

Approved as to form
Cecilia M. Quill
City Attorney

Dated: 3-1-05

NEIGHBORS CONCERNED ABOUT
PACIFICA

By: _____

Brian Gaffney (Title)

Notary

ATTACHMENTS

EXHIBIT A- Preliminary Improvement Plan

EXHIBIT B -Maintenance Plan

EXHIBIT C - Native Plant Seeding Plan

EXHIBIT D - Description of Parcels

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.

On March 1, 2005, before me, Kathy O'Connell
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joseph M. Tanner
Name(s) of Signer(s)

- personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Kathy O'Connell
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here.

Dated: _____

CITY OF PACIFICA

By: _____

Joseph Tanner

City Manager

Notary

Dated: 2/22/05

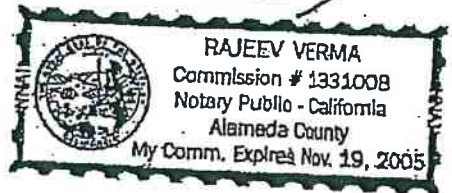
NEIGHBORS CONCERNED ABOUT
PACIFICA

By: *Brian Gaffney*

Brian Gaffney (Title)

Notary

Rajeev Verma



ATTACHMENTS

EXHIBIT A- Preliminary Improvement Plan

EXHIBIT B -Maintenance Plan

EXHIBIT C - Native Plant Seeding Plan

EXHIBIT D - Description of Parcels

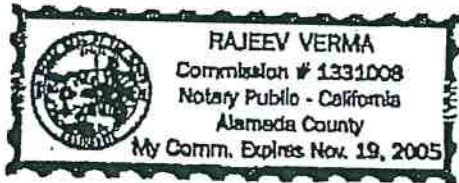
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } ss.

On Feb 22 2005 before me, RAJEEV VERMA, Notary Public
personally appeared Brian Gaffney
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

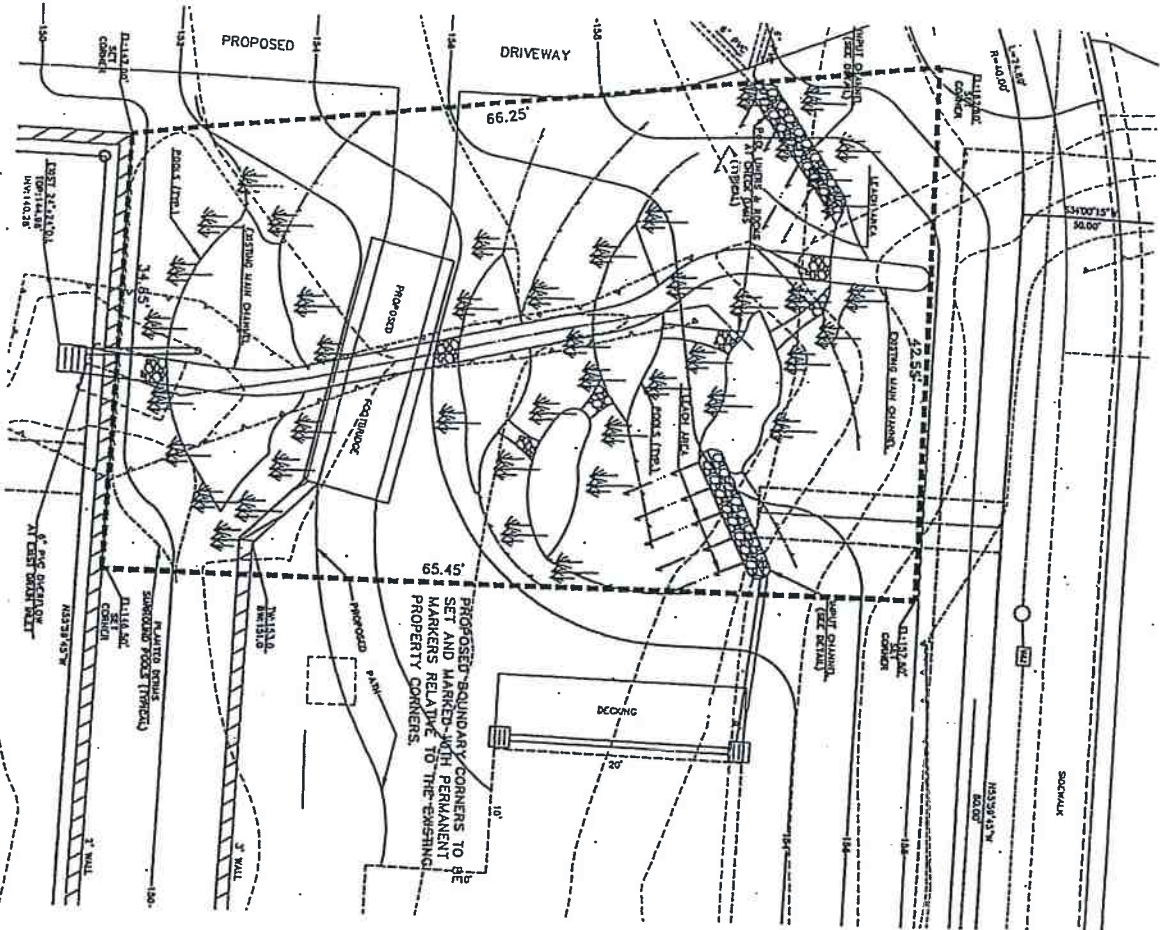
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited | General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



EXHIBIT A

PRELIMINARY IMPROVEMENT PLAN



NOTES

OWNER MUST OBTAIN PERMITS FROM LOCAL AGENCIES AND COMPLY WITH ALL APPLICABLE ORDINANCES AND REGULATIONS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST THEREOF. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAN. THE ENGINEER DOES NOT WARRANT THAT THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS WILL BE FREE FROM DEFECTS OR THAT THE IMPROVEMENTS WILL BE FREE FROM DAMAGE BY FIRE, FLOODING, OR OTHER CAUSES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAN.

UNAUTHORIZED CHANGES & USES

NO CHANGES OR ALTERATIONS TO THIS PLAN SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. ANY UNAUTHORIZED CHANGES TO THIS PLAN SHALL BE AT THE OWNER'S RISK AND WITHOUT THE LIABILITY OF THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS PLAN FOR ANY PURPOSE OTHER THAN THAT INTENDED THEREBY.

SITE PLAN



ENGINEER'S NOTE TO CONTRACTOR

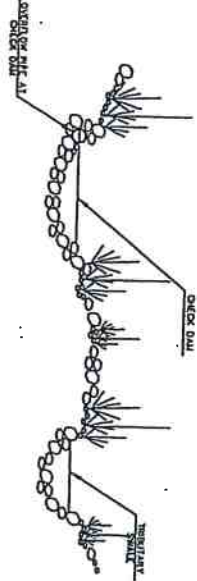
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESSWAYS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESSWAYS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE FEATURES.

UTILITY SERVICES

EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. ANY NECESSARY RELOCATION SHALL BE AT THE CONTRACTOR'S RISK AND WITHOUT THE LIABILITY OF THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESSWAYS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE FEATURES.

CONSTRUCTION STANDING LIABILITY VALVES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONSTRUCTION STANDING LIABILITY VALVES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESSWAYS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE FEATURES.



LEGEND

- 1. FLOOD HAZARD
- 2. WATER VALVE
- 3. WHITE POWER POLE
- 4. SANITARY SEWER VALVE
- 5. CATV BUSH
- 6. STREET LIGHT
- 7. EDGE OF PAVEMENT
- 8. TOP OF SLOPE
- 9. FLOW LINE
- 10. MUD FENCE
- 11. EROSION CONTROL
- 12. PRIORITY LINE
- 13. ADJACENT PROPERTY LINE
- 14. CONSTRUCTION LINE
- 15. NEW CONSTRUCTION
- 16. EXISTING SANDY/STONY SOIL
- 17. DIRECTION OF FLOW
- 18. EXISTING SANDS
- 19. CHECK DAMS
- 20. GRAIN WELLS

- PRELIMINARY IMPROVEMENT PLAN SPECIFICATIONS**
1. THE POOL AREA SHALL BE MAINTAINED AND PROTECTED TO REMAIN UNOCCUPIED FOR A PERIOD OF 90 DAYS TO ALLOW FOR THE PROTECTION OF THE POOLS AND TO PREVENT DAMAGE.
 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST THEREOF.
 3. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE MAINTAINED AND PROTECTED.
 4. THE AREA OF THE POOL CONSTRUCTION SHALL BE PROTECTED FROM ALL ADJACENT PROPERTIES.
 5. THE POOL AREA SHALL BE PROTECTED FROM ALL ADJACENT PROPERTIES.
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 20. THE POOL AREA SHALL BE PROTECTED FROM ALL ADJACENT PROPERTIES.

EXHIBIT B

MAINTENANCE PLAN

The owner upon which the detention ponds are located (hereinafter "owner") shall monitor and maintain said ponds including native plantings in and adjacent thereto until the following are achieved: (1) the main channel to the ponds is established without visible channel failure and/or clogging; and (2) the plantings in and adjacent to the ponds have approximately the same or greater native species as existed prior to construction. In addition, in the event of sedimentation of the ponds, channel failure, or drain pipe failures, desilting shall be completed by the owner as soon as the site can be accessed. Remedial efforts including desilting and replanting shall continue for a period of not less than ten (10) years.

Said owner shall not be responsible for preserving or maintaining water sources for the ponds beyond the boundaries of the owner's property, but shall preserve and maintain the flow of such water after it enters onto the owner's property.

Upon requests by NCAP not more frequently than two (2) times per annum, which requests shall not be unreasonably denied, NCAP shall be permitted to inspect the pond area. NCAP expressly assumes the risk of injury to its representative(s) during any such inspections, and expressly agrees to indemnify and hold owner harmless from any and all claims and causes of action arising from or related to any such said inspections.

EXHIBIT C

NATIVE PLANT SEEDING PLAN

Care should be taken with planting shade species on areas surrounding native plantings where insufficient sun exposure will impair growth of said native plantings.

Species shall be selected to avoid diversion of water flow via conduits/cracks in the soil created by root structures.

Subject to the above conditions, the following are acceptable native plants for planting:

- Juncus patens* - wire rush
- J. effuses* - tall wire rush
- J. bufonious* - toad rush
- Carex aquatilis* - coastal sedge uncommon
- C. sp.* Small cespatose - sedge needs I.D. uncommon
- Equisetum arvense* - common horsetail
- Epilobium ciliatum* - willow herb
- Rorippa nasturtium-aquaticum* - water cress
- Rubus ursinus* - California blackberry
- Cornus sericea* - American or creek dogwood
- Veronica americanus* - American brooklime
- Polygonum punctatum* - smartweed
- Mimulus guttatus* - common monkey flower
- Juncus balticus*
- J. bufonious var. conjesta* - compact toad rush
- J. xiphiodes* - iris leafed rush
- Scirpus cernua* - fiber optic grass
- S. californicus* - California tule (contain)
- S. Microcarpus* - small seed tule (contain)
- Oenanthe sarmentosa* - water parsnip (contain)
- Typha angustifolia* - narrow leafed cattail (contain)
- T. latifolia* - broad leafed cattail (contain)
- Scrophularia californica* - bee plant
- Herculeum lanatum* - cowparsnip
- Rosa californica* - California wild rose
- Rubus parviflorus* - Thimble berry
- Ribes sp.* - local current
- R. sp.* - local gooseberry
- Symphoricarpos alba* - snowberry
- Lonicera hispidula* - California honeysuckle
- L. involucrate* - twinberry
- Baccharis pilularis var. consanguinia* - coyote bush

Alnus ruba - red alder
Heteromeles arbutifolia - toyon
Sambucus racemosa - red elderberry
Salix hookerianna - coastal willow
S. lavigata - red willow

EXHIBIT D

DESCRIPTION OF PARCEL

This Agreement applies to the Property, commonly described as the Lands of Bonini, Assessor Parcel No. APN 023-270-460, and to the parcels created pursuant to the application for subdivision (SUB-200-03) filed by Gary and Diane Bonini in the City of Pacifica, California.

EXHIBIT D

ENGINEER'S ESTIMATE

EXHIBIT "D"
SECURITY BOND
1165 LINDA MAR BLVD

Agreement Sections

Sect. 23-C-I	Engineer's Estimate Costruction Cost	\$120,000.00
Sect. 23-C-IA	10% Contingency	\$12,000.00
Sect. 23-C-IB	3.2% Inflation Rate	\$3,840.00
Sect. 23-C-IC	Already Included in Engineer's Estimate	\$0.00
Sect. 23-C-ID	5% Other Expenses and Fees	\$6,000.00
	Total Cost of Improvements	\$141,840.00
Sect. 23-C-II	50% Payment Security	\$70,920.00
	TOTAL SECURITY BOND	\$212,760.00
Sect. 23-C-III	CASH DEPOSIT	\$1,000.00



RENNER GROUP

3270 MENDOCINO AVENUE, SUITE E-2 • SANTA ROSA, CALIFORNIA 95403 • 707-569-9757 • FAX: 707-569-9762
226 LORTON AVENUE • BURLINGAME, CALIFORNIA 94010 • 650-685-8131 • FAX: 650-685-2313

TOTAL PROJECT COST : \$120,000

FOR CUL-DE-SAC IMPROVEMENTS

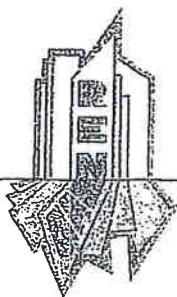
(Within Proposed City Right-of-Way)

Clearing & Grubbing	Lump Sum	\$ 1,500.00
Grading Excavation	400 cu.yds @ \$ 5.00 cu.yd.	\$ 2,000.00
Grading Embankment	500 cu. yds @ \$ 11.00 cu. yd.	\$ 6,050.00
Asphalt Concrete	420 cu. yds @ \$ 10.00 cu. yd.	\$ 4,200.00
Aggregate Base	1,200 cu. yds @ \$ 4.00 cu. yd.	\$ 4,800.00
Curb & Gutter	155 ft. @ \$ 20.00 ln. ft.	\$ 3,100.00
Sidewalk	1,200 sq. ft. @ \$ 1.00 sq. ft.	\$ 4,800.00
Street Light Standards	2 @ \$ 3,000.00	\$ 6,000.00
Storm Drains/Catch Basins	Lump Sum	\$ 6,000.00
Asphalt Concrete Overlay	7,500.00 sq. ft. @ \$ 1.50 sq. ft.	\$ 11,250.00
Utilities	Lump Sum	\$ 12,000.00

\$ 61,700.00

USE: \$ 65,000.00





ERNER GROUP

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226 LORTON AVENUE • BURLINGAME, CALIFORNIA 94010 • 650-685-8131 • FAX: 650-685-8313

PROJECT IMPROVEMENTS

(Not including cul-de-sac)

Upgrade Existing Improvements	-	Lump Sum	\$ 8,000.00
Proposed Storm Drainage	-	Lump Sum	\$12,000.00
Retaining Walls	-	Lump Sum	\$18,000.00
Wetland Improvements	-	Lump Sum	\$ 7,500.00
Grading Excavation & Embankment) (Balanced Cut and Fill)	-	Lump Sum	\$ 7,500.00
			<hr/>
			\$53,000.00
		Use:	\$55,000.00



Berend Design & Construction

Jun 16, 2015
Kathryn Farbstein
Assistant Planner
City of Pacifica

RECEIVED
JUN 16 2015
City of Pacifica

RE: conditions of approval and settlement agreement for 35 Malavear Dr.

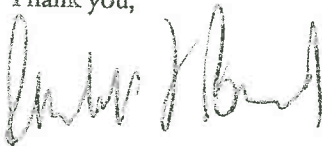
Hello Kathryn

I spoke to Dave Melton to get the needed information for both the drainage and the plantings/seedings as you requested. As far as the drainage; all water runoff from property is captured in the existing storm drains (installed during the development of the subdivision) and then is piped directly into the ponds on Dave's property. Note that we will also capture any roof drainage through drain lines and connect to same system. This according to Dave was documented by engineering. He said he would assist in anyway to help clarify and questions you or planning might have.

As far as the plantings/seedings; this was all done in 2007 in accordance with settlement agreement between the city (Cecilia Quick) and Dave Melton. According to Dave he purchased over \$1,400.00 worth of native plants and planted according to agreement. Noting that this was back in 2007 he does know if he still has the receipt or not. He said he can take photos and document the plants, shrubs, bushes and trees that have taken root.

If you have any questions, feel free to contact me at anytime.

Thank you,



Randy Berend

650.808.7559

ATTACHMENT **E**

**NOTICE OF AVAILABILITY OF NEGATIVE DECLARATION AND
PUBLIC HEARING FOR A PROPOSED FOUR-LOT SUBDIVISION
AT 1165 LINDA MAR BLVD. (SUB-200-03 AND PV-468-03)**

NOTICE IS HEREBY GIVEN that the City of Pacifica has prepared a Draft Negative Declaration stating that the following project at 1165 Linda Mar Blvd. (APN 023-270-460) will have no adverse affect on the environment and that the Planning Commission of the City of Pacifica will conduct a public hearing on Monday, March 1, 2004, at 7:00 p.m., in the Council Chambers, 2212 Beach Boulevard, Pacifica, to consider the following:

The applicant is proposing a four-lot subdivision for an existing lot. A Variance is necessary to allow three of the newly created lots to have less than the required lot width for B-5 zoned properties. The existing house with attached garage would remain on proposed Lot 1. The existing wooden sheds and other structures related to a previous agricultural use and located on proposed lot 2, 3 and 4 would be removed. If the subdivision is approved, one single-family unit could be constructed on each new lot.

The Negative Declaration is available for public review and comment for 20 days, beginning January 28, 2004. A copy of the Negative Declaration, detailed plans and additional information is available for public review in the Planning and Economic Development Department, 1800 Francisco Boulevard, Pacifica. A copy of the Negative Declaration and Initial Study is also available in the Sanchez and Sharp Park Public libraries. Anyone interested may appear and be heard at the time and place noted above. If any of the above actions are challenged in court, issues that may be raised are limited to those raised at the public hearing or in written correspondence delivered to the City at, or prior to, the public hearing.



Michael Crabtree
City Planner
Published in the Pacifica Tribune January 28, 2004.



ATTACHMENT F

FILED

JAN 26 2004

WARREN SLOCUM, County Clerk
By 
DEPUTY CLERK

NEGATIVE DECLARATION

DATE: January 28, 2004

The Planning Department of the City of Pacifica has analyzed the project described below and has determined that the project will not have any significant adverse effects on the environment including any adverse effect, either individually or cumulatively on wildlife resources.

PROJECT DESCRIPTION

PROJECT NAME: TENTATIVE PARCEL MAP – 1165 LINDA MAR BLVD.

APPLICANT and OWNER : Gary and Dianne Bonini, 1165 Linda Mar Blvd., Pacifica, Ca 94044

PROJECT

LOCATION: Linda Mar Blvd. located on the northeast corner with Sheila Lane in the Linda Mar neighborhood
APN:023-270-460

PROJECT

DESCRIPTION: The applicant is proposing a four-lot subdivision for an existing lot. A Variance is necessary to allow three of the newly created lots to have less than the required lot width for B-5 zoned properties. The existing house with attached garage would remain on proposed Lot 1. The existing wooden sheds and other structures related to a previous agricultural use and located on proposed lot 2, 3 and 4 would be removed. If the subdivision is approved, one single-family unit could be constructed on each new lot. The proposed subdivision would result in development of the site that is consistent with the surrounding single-family development in the neighborhood but the larger lots would allow some of the steeper portions of the new lots to be undeveloped and appear as open hillside areas.


FINDINGS

As documented in the accompanying Initial Study and Checklist, the proposed project will not significantly adversely affect the environment, either in the alteration of the land or by creating short- or long-term adverse impacts.

DE MINIMUS IMPACT FINDINGS: No evidence exists in the record that the project will have the potential for any adverse effect, either individually or cumulatively on wildlife resources or the habitat upon which wildlife depends, based on the following findings of fact: a) the project area is an infill site surrounded by fully or partially developed properties; and b) there are no known wildlife resources within the project boundaries or in the immediate vicinity of the project site.

This Negative Declaration was prepared in accordance with the provisions of the California Environmental Quality Act of 1970, as amended, and applicable guidelines. A copy of the Initial Study and Checklist and related material may be obtained at the Planning & Economic Department, 1800 Francisco Boulevard, Pacifica, CA 94044. Notice of completion of this Negative Declaration was published in the Pacifica Tribune on January 23, 2004, and was posted in the San Mateo County Clerk's Office.

Prepared by:


Kathryn Farbstein, Assistant Planner



Scenic Pacifica

INITIAL STUDY & CHECKLIST

Prepared For:

**TENTATIVE PARCEL MAP AND VARIANCES
1165 LINDA MAR BLVD., PACIFICA, CA
(APN 023-270-460)**

Date Prepared:

January 28, 2004

Prepared By:

**CITY OF PACIFICA
PLANNING DEPARTMENT
1800 FRANCISCO BOULEVARD
PACIFICA, CA 94044**

(650) 738-7341

CITY OF PACIFICA

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT



Scenic Pacifica

INITIAL STUDY AND CHECKLIST

Date: January 28, 2004

California Environmental Quality Act (CEQA) Requirements

This report has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, and applicable guidelines.

Project Title: **TENTATIVE PARCEL MAP AND VARIANCE
1165 LINDA MAR BLVD., PACIFICA, CA**

Lead Agency: City of Pacifica
1800 Francisco Blvd.
Pacifica, CA 94044

Contact Person: Kathryn Farbstein,
Assistant Planner
(650) 738-7443

Project Applicant and Owner: Gary and Dianne Bonini
1165 Linda Mar Blvd.
Pacifica, CA 94044

Project Location: 1165 Linda Mar Blvd. APN: 023-270-460

General Plan Designation/Zoning Classification: Low Density Residential for the General Plan Designation and A/B-5 Zoning Classification which is Agricultural and Lot Size Overlay District.

Project Description: The applicant is proposing a four-lot subdivision for an existing lot. A Variance is necessary to allow three of the newly created lots to have less than the required lot width for B-5 zoned properties. The existing house with attached garage would remain on proposed Lot 1. The existing wooden sheds and other structures related to a previous agricultural use and located on proposed lot 2, 3 and 4 would be removed. If the subdivision is approved, one single-family unit could be constructed on each new lot. The proposed subdivision would result in development of the site that is consistent with the surrounding single-family development in the neighborhood but the larger lots would allow some of the steeper portions of the new lots to be undeveloped and appear as open hillside areas.

Site Description: The applicant proposes the subdivision of a 5.35-acre lot into 4 parcels in the Linda Mar neighborhood. The subject site contains one single-family residence and several structures previously utilized in a flower business that operated on the site. The existing house would remain and will be located on Lot 1. The dilapidated sheds and other structures spread across the remaining proposed lots will be removed. Several medium and large sized trees, and bushes are located on the site. In addition, the site is covered by grass. The subject site is a corner lot that is bounded by Linda Mar Blvd. on the south, and Sheila Lane and Malavear Ct. on the east. Pillar of Fire is the owner of the property and operator of

the Alma Heights Christian Academy, a private school, that borders the project on the west side. On the northern border, the site abuts the rear yards of single-family homes that front onto Alviso Ct.. The subject site is located on a hillside that slopes up from Linda Mar Blvd. and the steepest portion of the property is on the northwest corner

The four proposed parcels are consistent with the requirements of Table 4 of the City's Subdivision Ordinance. Lot 1 with an average cross slope of 21% would require 10,666.67 square feet of lot area and 76.66 feet in width in contrast to 1.34 acres and 564 feet in width proposed. Proposed Lot 2 at 1.42 acres and 262.4 feet in lot width exceeds the required lot area of 11,333.34 square feet and 78.33 in lot width based on a n average cross slope of 22%. Lots 1 and 2 are required to have at least 100 feet in lot depth, and at 103.5 feet and 770 feet, respectively; both proposed parcels exceed the lot depth requirement. Proposed Lot 3 is 1.19 acres in lot area, 77.4 feet in frontage and 460 feet in depth. Proposed Lot 4 is 1.25 acres in lot area, 111.9 feet in frontage and 560 feet in depth. Both parcels have an average cross slope of 19% and exceed the minimum required dimensions of 9,500 square feet in lot area, 72.50 in frontage and 98 feet in depth.

As discussed previously, a Variance would be necessary to allow Lots 2, 3 and 4 to be created with a lot width less than the required 150 feet in the B-5 current zoning. No zone change is proposed at this time. The Variance request and the fact that two of the parcels exceed 20% average cross slope ensures that an Initial Study be completed and an environmental determination made on the proposed subdivision as required by CEQA.

Surrounding Land Uses and Setting: This is an infill site. The properties to the north, south and east of the subject site have the same General Plan designation of Low Density Residential. The property on the west border has a General Plan classification of school and a zoning designation of P-F+ for the private school. The properties to the north, south and west have a zoning designation of R-1.

Other public agency approval(s) required: None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked (X) below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|--|
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Public Services | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Aesthetics |
| <input type="checkbox"/> Geology / Soils | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Cultural Resources |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Noise | <input type="checkbox"/> Agricultural Resources |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION

On the basis of this initial evaluation:

X I find that the proposed project **COULD NOT** have a significant effect on the environment and a **NEGATIVE DECLARATION** will be prepared.

 I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures, as described on an attached sheet and agreed to by the applicant, have been added to the project. **A MITIGATED NEGATIVE DECLARATION** will be prepared.

 I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

 I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze on the effects that remain to be addressed.

 I find that although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

City of Pacifica: _____ Date: January 28, 2004
(Signature)

Kathryn Farbstein, Assistant Planner
(Name & Title)

Applicant/Owner: N/A Date: _____
(for mitigated projects) (Name & Title)

(Name, Title & Company)

LEVEL OF ENVIRONMENTAL IMPACTS

This checklist indicates the potential level of impact for each environmental factor, including subcategory, as follows:

Potentially Significant Impact: Applies if there is substantial evidence that an effect is significant. If one or more of these entries are made, an EIR is required.

Less Than Significant With Mitigation Incorporated: Applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". Describe mitigation measures and briefly explain how they reduce the effect accordingly. Reference source documentation in parenthesis ().

Less Than Significant Impact: Requires brief explanation. Reference source documentation in parenthesis ().

No Impact: No explanation required when source documentation is referenced () and adequately supports that impact does not apply. Explanation is, however, required when finding is based on project-specific factors or general standards.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community? (1)	___	___	___	<u> X </u>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (1)	___	___	<u> X </u>	___
b) Conflict with any applicable habitat conservation plan or natural community conservation plan? (1)	___	___	___	<u> X </u>

Discussion of Evaluation: This is an infill site that is surrounded on three sides by single-family residential development. Since the application includes a Variance request, the project upon approval by the City would be consistent with the Zoning Code and it is already consistent with the General Plan. The proposed subdivision would be consistent with the existing surrounding single-family development and will not alter the land use patterns in the area. Additionally, the four-lot subdivision as proposed is consistent with the Subdivision Code including Table 4.

Approval of a Variance request would be necessary to allow Lots 2, 3 and 4 to be less than the required amount lot width of 150 feet in the B-5 zone. Each new lot will be more than an acre in size, which offsets the smaller lot widths proposed. In addition, the average lot width in the surrounding neighborhood is 50 feet and each newly created lot is more than 50 feet in width.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Mitigation: None required.

II. POPULATION AND HOUSING. Would the project:

- | | | | | |
|---|-----|-----|-----|-----|
| a) Induce substantial population growth in an area, either directly (e.g. construct new homes or businesses) or indirectly (e.g. extend roads or other major infrastructure)? (1) | ___ | ___ | ___ | _X_ |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (1) | ___ | ___ | ___ | _X_ |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (1) | ___ | ___ | ___ | _X_ |

Discussion of Evaluation: The proposal is in conformance with the planned and realized growth patterns in Pacifica as anticipated in the General Plan. Since three new lots will be created, the density will increase by three households. This increase in density is not inconsistent with the General Plan or planned and related growth pattern of the surrounding area. The existing single-family dwelling will remain unchanged so this project will not displace existing housing or people.

Mitigation: None required.

III. GEOLOGY AND SOILS. Would the project:

- | | | | | |
|--|-----|-----|-----|-----|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| 1) Rupture of known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (6,9) | ___ | ___ | ___ | _X_ |
| 2) Strong seismic ground shaking? (6,9) | ___ | ___ | _X_ | ___ |
| 3) Seismic-related ground failure, including liquefaction? (6,9) | ___ | ___ | ___ | _X_ |
| 4) Landslides? (6,9) | ___ | ___ | ___ | _X_ |
| b) Result in substantial soil erosion or the loss of topsoil? (9) | ___ | ___ | ___ | _X_ |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (9) | ___ | ___ | ___ | _X_ |

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial risks to life or property? (9) ___ ___ ___ X

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater? (9) ___ ___ ___ X

Discussion of Evaluation: This development, along with all of the City of Pacifica, engenders risk of seismic instability, due to the proximity of the San Andreas Fault, approximately 5 km from the site. In addition, the site is 3.5 km from the San Gregorio fault. No known fault runs through the site. In addition, the State of California, "Alquist-Priolo Special Studies Zone Act" does not show the site within the "Special Studies Zone." Due to its proximity to the San Andreas Fault and the generally seismically active region, strong site ground shaking may occur during the life of the structure(s); however, no significant environmental impacts are anticipated.

Due to the steepness of the subject site, a geotechnical report has been completed and submitted by the applicant. All proposed residential structures on the site would be constructed according to the current California Building Code requirements and based upon the geotechnical report recommendations. No significant impacts are expected.

Mitigation: None required.

IV. HYDROLOGY AND WATER QUALITY. Would the project:

- a) Violate any water quality standards or waste discharge requirements? () ___ ___ ___ X

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level, which would not support existing land uses or planned uses for which permits have been granted? () ___ ___ ___ X

- c) Substantially alter the exiting drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (9) ___ ___ ___ X

- d) Substantially alter the exiting drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in substantial flooding on- or off-site? (9) ___ ___ ___ X

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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- | | | | | |
|---|-----|-----|-----|-----|
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? () | ___ | ___ | ___ | _X_ |
| f) Otherwise substantially degrade water quality? () | ___ | ___ | ___ | _X_ |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate map or other flood hazard delineation map? (5) | ___ | ___ | ___ | _X_ |
| h) Place within a 100-year flood hazard area structures which could impede or redirect flood flows? (5) | ___ | ___ | ___ | _X_ |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (5) | ___ | ___ | ___ | _X_ |
| j) Inundation by seiche, tsunami, or mudflow? (5) | ___ | ___ | ___ | _X_ |

Discussion of Evaluation: The A/B-5 zoning designation allows a maximum of 30% lot coverage and 30% impervious surface area for each of the proposed four lots. The construction of three single-family residences on the newly created lots would result in covering and/or compacting existing vacant land; this in turn results in increased impermeable surfaces. Consequently, the absorption rates and drainage patterns would change. This change, however, is not inconsistent with the surrounding neighborhood and is not expected to create a significant environmental impact.

All project grading would take place in the dry season to minimize immediate erosion/siltation effects. Nevertheless, erosion/siltation controls will be required during the construction process. Best Management Practices (BMPS) such as straw mulch, silt fences, sediment basins or traps and/or other measures will be employed during construction. Additionally, the project would not degrade water quality due to the implementation of BMPs to control pollution in runoff. The project will also use the municipal water supply and have no impact on groundwater. Drainage recommendations from the geotechnical report will be incorporated into the design of any future buildings on the proposed four lots.

The project involves no new construction within the 100-year flood zone. The site is far away from a potential tsunami hazard according to the General Plan. However, the site is within the boundaries of Area C as designated on the flood map, which indicates this area has a potential for minimal, if any, flooding.

Mitigation: None required.

V. AIR QUALITY. Would the project:

- a) Conflict with or obstruct implementation of the applicable

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
air quality plan? (1)	___	___	___	<u>X</u>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (1)	___	___	___	<u>X</u>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal and state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)? (1)	___	___	___	<u>X</u>
d) Expose sensitive receptors to substantial pollutant concentrations? (1)	___	___	___	<u>X</u>
e) Create objectionable odors affecting a substantial number of people? (1)	___	___	___	<u>X</u>

Discussion of Evaluation: Pacifica is located along the western edge of the San Francisco Bay Area air basin, and is affected by persistent and frequently strong winds from off the Pacific Ocean. The city is also within the Bay Area Air Quality Management District. Other than occasional violations of standards for ozone and suspended particulate matter (PM10), within San Mateo County, the area's air quality standards are generally met.

There is no construction associated with the proposed subdivision; although creating three additional lots will likely result in construction of three additional dwellings. The majority of air quality impacts would occur during such construction, primarily during grading. This impact will be limited to suspended particulate matter. The amount of particulate matter will be effectively reduced during grading by conventional grading practices required by the Engineering Department such as watering work areas and seeding or winterizing bare ground. This project would not expose sensitive receptors to substantial pollutant concentrations or be the source of any objectionable odors.

Mitigation: None required.

VI. TRANSPORTATION/TRAFFIC. Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (1)	___	___	<u>X</u>	___
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? (1)	___	___	___	<u>X</u>
c) Result in a change in air traffic patterns, including either an				

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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increase in traffic levels or a change in location that results in substantial safety risks? (1) ___ ___ ___ X

d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)? () ___ ___ ___ X

e) Result in inadequate emergency access? (1) ___ ___ ___ X

f) Result in inadequate parking capacity? (1) ___ ___ ___ X

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (1) ___ ___ ___ X

Discussion of Evaluation: The proposed subdivision could result in construction of up to three additional single-family homes that would increase demand for parking and increase traffic in the area. However, such increase is minimal and is expected to be consistent with the zoning for the site and the area. Each new home will be required to provide a two-car garage pursuant to the B-5 zoning regulations for the site. Existing roadway capacities are capable of supporting the minimal increase in traffic generated by the project and, as such, no significant impacts are anticipated.

Additionally, the construction of up to three new single-family homes will have no effect on air traffic patterns, or substantially increase hazards due to a design feature or incompatible uses. The site does have adequate emergency access proposed with a turnaround of sufficient size to accommodate emergency vehicles and the project will have no effect on alternative Transportation modes.

Mitigation: None required.

VII. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish & Game or U.S. Fish & Wildlife Service?() ___ ___ ___ X

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish & Game or U.S. Fish & Wildlife Service? () ___ ___ ___ X

c) Have a substantial adverse effect on federally protected Wetlands as defined by Section 404 of the Clean Water Act

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(including, but not limited to, marsh, vernal pool, coastal, etc.)
through direct removal, filling, hydrological interruption, or
other means? () ___ ___ ___ X

d) Interfere substantially with the movement of any native resident
or migratory fish or wildlife species or with established native
resident or migratory wildlife corridors, or impede the use of
native wildlife nursery sites? () ___ ___ ___ X

e) Conflict with any local policies or ordinances protecting
biological resources, such as a tree preservation policy or
ordinance? (2) ___ ___ ___ X

f) Conflict with the provisions of an adopted Habitat
Conservation Plan, Natural Community Conservation Plan,
or other approved local, regional, or state habitat conservation
plan? (1) ___ ___ ___ X

Discussion of Evaluation: The site is currently covered with grasses, weeds, dense brush and a few trees. The site is not located within a federally protected wetland. No known unique, rare, or endangered species are known to inhabit the site nor is the development location expected to change the diversity of any animals or species in the area. The site is not included in any adopted Habitat Conservation Plan, Natural Community Plan or any other approved conservation plan. The site location is not a known animal migratory route or riparian habitat and no significant environmental impacts are expected from the project.

Mitigation: None required.

VIII. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource
that would be of future value to the region and the residents
of the State? (1) ___ ___ ___ X

b) Result in the loss of availability of a locally-important mineral
resource recovery site delineated on a local general plan,
specific plan or other land use plan? (1) ___ ___ ___ X

Discussion of Evaluation: No known mineral resources are located on the site, nor has the site been used for mineral resource extraction.

Mitigation: None required.

IX. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a) Create a significant hazard to the public or the environment
through the routine transport, use, or disposal of hazardous

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
materials? ()	___	___	___	<u>X</u>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	___	___	___	<u>X</u>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? ()	___	___	___	<u>X</u>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Sect. 65962.5 and, as a result, would it create a significant hazard to the public or the environment? ()	___	___	___	<u>X</u>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use of airport, would the project result in a safety hazard for people residing or working in the project area? ()	___	___	___	<u>X</u>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? ()	___	___	___	<u>X</u>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (1)	___	___	___	<u>X</u>
h) Expose people or structures to significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	___	___	___	<u>X</u>

Discussion of Evaluation: The proposed project will not involve the use of materials classified as hazardous substances and the project site does not contain any materials from a hazardous materials list pursuant to Government Code Section 65962.5. The site is not within two miles of a public airport or public use airport and will not interfere with any emergency response or evacuation plans. The project is not located in an area where there is significant risk of wild land fires.

Mitigation: None required.

X. NOISE. Would the project result in:

- | | | | | |
|---|-----|-----|-----|----------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (1) | ___ | ___ | ___ | <u>X</u> |
| b) Exposure of persons to or generation of excessive ground borne | | | | |

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
vibration or ground borne noise levels? (1)	___	___	___	<u>X</u>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	___	___	___	<u>X</u>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	___	___	___	<u>X</u>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	___	___	___	<u>X</u>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	___	___	___	<u>X</u>

Discussion of Evaluation: The creation of three additional lots could result in the addition of a maximum of three new homes, which would create a new source of noise in the area. However, the anticipated noise is expected to be minimal and consistent with the existing noise levels in the surrounding single-family neighborhood. Noise will occur during the project construction, as with all new construction projects, resulting in increased exterior noise levels within the project vicinity. This would be a temporary impact. The project is not located within an airport land use plan, within two miles of a public airport or public use airport or within the vicinity of a private airstrip. No significant impact is expected.

Mitigation: None required.

XI. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

a) Fire protection? (1)	___	___	___	<u>X</u>
b) Police protection? (1)	___	___	___	<u>X</u>
c) Schools? (1)	___	___	___	<u>X</u>
d) Parks? (1)	___	___	___	<u>X</u>
e) Other public facilities? (1)	___	___	___	<u>X</u>

Discussion of Evaluation: As part of the Planning applications and/or Building Permit review

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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process, all departments and agencies responsible for providing services are consulted to determine their ability to provide services to proposed development projects. All applicable agencies have indicated they will be able to provide the needed public services at acceptable service levels to this project.

Mitigation: None required.

XII. UTILITIES AND SERVICE SYSTEMS. Would the project:

- | | | | | |
|--|-----|-----|-----|----------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? () | ___ | ___ | ___ | <u>X</u> |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? () | ___ | ___ | ___ | <u>X</u> |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? () | ___ | ___ | ___ | <u>X</u> |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? () | ___ | ___ | ___ | <u>X</u> |
| e) Result in a determination by the wastewater treatment provider, who serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | ___ | ___ | ___ | <u>X</u> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? () | ___ | ___ | ___ | <u>X</u> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? () | ___ | ___ | ___ | <u>X</u> |

Discussion of Evaluation: Electric, gas, water, storm, and sewer lines exist within close proximity of the project site. As part of the Planning application review process, all departments and agencies responsible for supplying utilities for this project have indicated their ability to meet the needs of the project.

Mitigation: None required.

XIII. AESTHETICS. Would the project:

- | | | | | |
|---|-----|-----|-----|----------|
| a) Have a substantial adverse effect on a scenic vista? (2) | ___ | ___ | ___ | <u>X</u> |
|---|-----|-----|-----|----------|

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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- | | | | | |
|--|-----|-----|-----|--------------|
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (1) | ___ | ___ | ___ | <u> X </u> |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? (2) | ___ | ___ | ___ | <u> X </u> |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | ___ | ___ | ___ | <u> X </u> |

Discussion of Evaluation: The proposed subdivision would result in three additional, buildable lots that would likely result in the construction of three new homes. All new home construction is typically subject to existing City policies and Design Guidelines for height and materials. No scenic resources or historic buildings would be affected by this proposal. If any big trees need to be removed, a Heritage Tree Permit will be required and the existing trees that will remain will be protected during construction and maintained by the owner. The majority of the project site will remain in its natural state due to the extremely large lot size of more than an acre per lot. The subdivision is proposed in such a way as to preserve a majority of the hillside visible from Linda Mar Blvd. There would be no new source of substantial light or glare, which would effect day or nighttime views in the area.

Mitigation: None required.

XIV. CULTURAL RESOURCES. Would the project:

- | | | | | |
|---|-----|-----|-----|--------------|
| a) Cause a substantial adverse change in the significance of a historical resources as defined in §15064.5? (1) | ___ | ___ | ___ | <u> X </u> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (1) | ___ | ___ | ___ | <u> X </u> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? () | ___ | ___ | ___ | <u> X </u> |
| d) Disturb any human remains, including those interred outside of formal ceremonies? () | ___ | ___ | ___ | <u> X </u> |

Discussion of Evaluation: There are no known cultural or historical resources or on the project site itself. However, the historic Sanchez Adobe building is within approximately 800 feet of the site, across from Linda Mar Blvd., and the proposed subdivision would have no impact on this structure. The project site does not contain any significant paleontological resources or unique geological features. No human remains are known to be interred on this site. Development has occurred within the vicinity of the site. No archaeological remains have been reported with the immediate or surrounding development.

Mitigation: None required.

XV. AGRICULTURAL RESOURCES. Would the proposal:

- | | | | | |
|--|-----|-----|-----|--------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (1) | ___ | ___ | ___ | <u> X </u> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2) | ___ | ___ | ___ | <u> X </u> |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use? | ___ | ___ | ___ | <u> X </u> |

Discussion of Evaluation: The proposed four-lot subdivision would not conflict with any agricultural resources. The project was removed from the California Land Conservation Contract (Williams Act) in 1999 and the property owner is no longer obligated to use the land solely for agricultural and related compatible uses. It is completely surrounded by single-family residential development. The surrounding area is zoned for residential development and not agriculture nor is any of the land either on the project site or in the surrounding area being used for farmland.

Mitigation: None required.

XVI. RECREATION. Would the proposal:

- | | | | | |
|---|-----|-----|-----|--------------|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial deterioration of the facility would occur or be accelerated? () | ___ | ___ | ___ | <u> X </u> |
| b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? () | ___ | ___ | ___ | <u> X </u> |

Discussion of Evaluation: The project will neither generate nor create any need for additional recreational opportunities or facilities within the City.

Mitigation: None required.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE.

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

___ ___ ___ X

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)

___ ___ ___ X

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

___ ___ ___ X

Discussion of Evaluation: The proposed project requires approval of a Variance in order to allow three of the four newly created lots to be less than the lot width of 150 feet established by the B-5 zoning. However, the project does comply with all the requirements in Table 4 of the Subdivision Code. The potential impacts of the project include overall cumulative impacts associated with any new single-family residential construction; i.e. traffic, noise, and increase in impervious soil surfaces. This specific project is consistent with the surrounding development pattern and no significant impact is expected under this heading.

Mitigation: None required.

XVIII. EARLIER ANALYSES.

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a brief discussion should identify the following (attached additional sheets if necessary):

- a) Earlier analyses used. Identify and state where they are available for review.
- b) Impacts adequately addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
- c) Mitigation measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Discussion of Evaluation: None.

LIST OF REFERENCES AND CONTACTS

- | | |
|--|---|
| 1. City of Pacifica | <u>General Plan</u> , as amended to June 1993. |
| 2. City of Pacifica | <u>Zoning Code</u> , August 1992. |
| 3. City of Pacifica | <u>Local Coastal Program Land Use Plan</u> , March 1980. |
| 4. ABAG | <u>PROJECTIONS - 2000, Forecasts for the San Francisco Bay Area to the Year 2020</u> , December 1999. |
| 5. FEMA | Flood Insurance Rate Maps, City of Pacifica, San Mateo County, Panels 1-7 |
| 6. CA Dep't. of Conservation,
Div. of Mines & Geology | Alquist-Priolo Earthquake Fault Zone Map, San Francisco South |
| 7. BAAQMD | CEQA Guidelines |
| 8. Planning Department | Staff knowledge via site visits and project research |
| 9. GeoForensics, Inc | Geotechnical Investigation for Proposed New Residences |

Attachments:

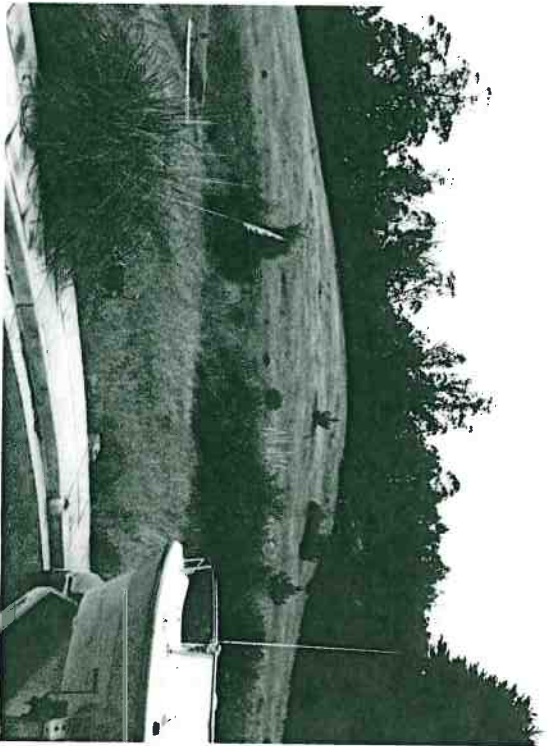
- Land Use & Zoning Exhibit
- Plans (8-1/2" x 11")



1
 ○
 VIEW OF SUBJECT PARCEL FROM EASTERN
 SIDE OF MALAVEAR DRIVE CUL-DE-SAC



2
 ○
 VIEW OF SUBJECT PARCEL & PORTION
 OF NEIGHBORING PROPERTY



3
 ○
 VIEW OF SUBJECT PARCEL FROM WESTERN
 SIDE OF MALAVEAR DRIVE CUL-DE-SAC

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/20/15	PLANNING RE-SUBMITTAL

B BRIAN BR
 DRAFTSMAN
 648 Havens
 Pacifica, CA

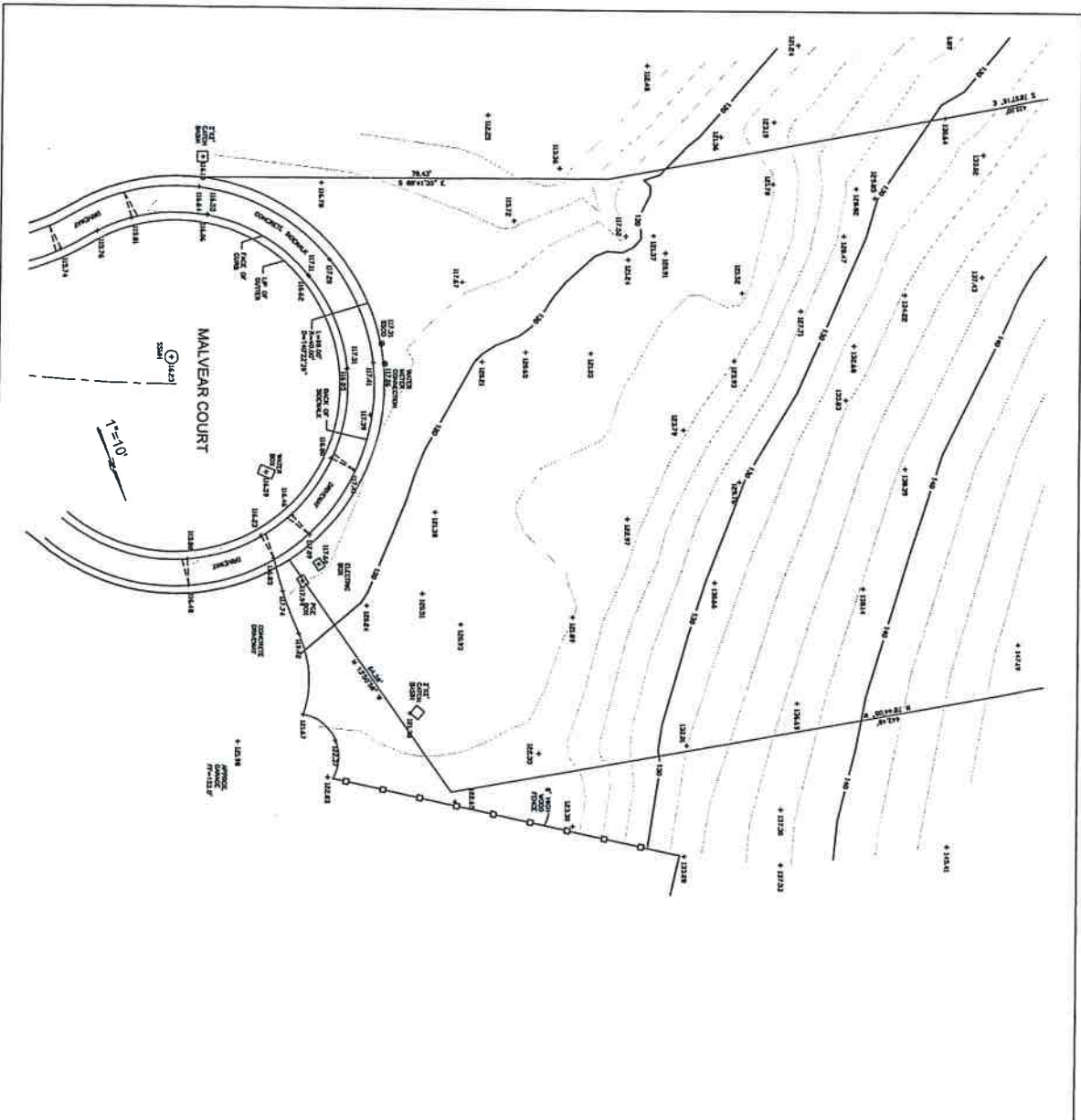
PROJECT NAME:
NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE

PROJECT ADDRESS:
35 MALAVEAR DRIVE

PROJECT SCOPE:
NEW SINGLE FAMILY HOME

SHEET TITLE:
**EXISTING SITE
 PHOTOS**

DATE: 1/20/15
 SHEET: 1



I, **SAVOR P. MCALLET**, a duly licensed and qualified Professional Land Surveyor in the State of California, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations of the above described survey, and that the same were made by me or under my direct supervision and in accordance with the laws and regulations of the State of California.

Date of Survey: 02/13/15
 Scale: 1"=10'
 Contour Interval: 10'
 Elevation Datum: Mean Sea Level



Date	No.	Remarks
02/13/15		

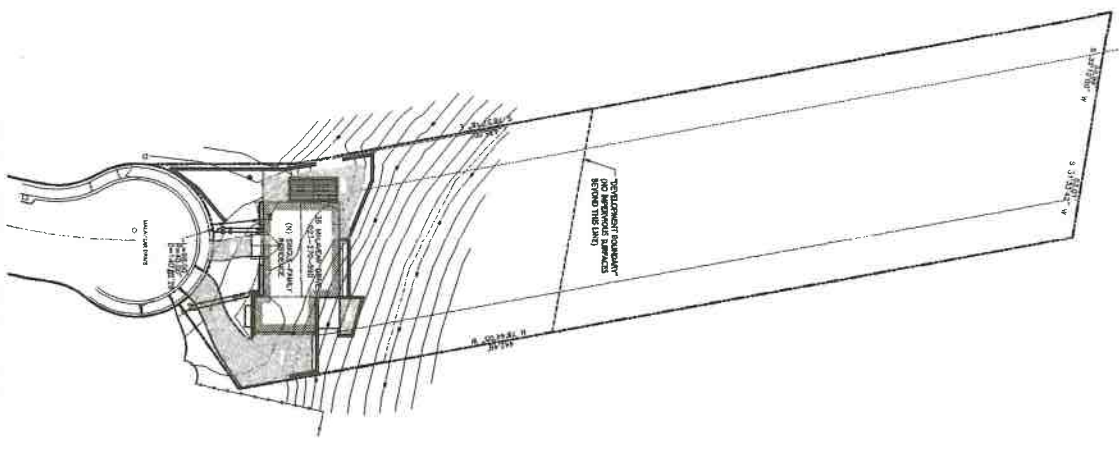
**TOPOGRAPHIC SURVEY OF PORTION OF
 APN 023-270-590**

CITY OF PACIFICA SAN MATEO COUNTY CALIFORNIA

SAVOR P. MCALLET LAND SURVEYING
 421 WILLOW DRIVE
 SOUTH SAN FRANCISCO, CA 94080
 656/705-2423

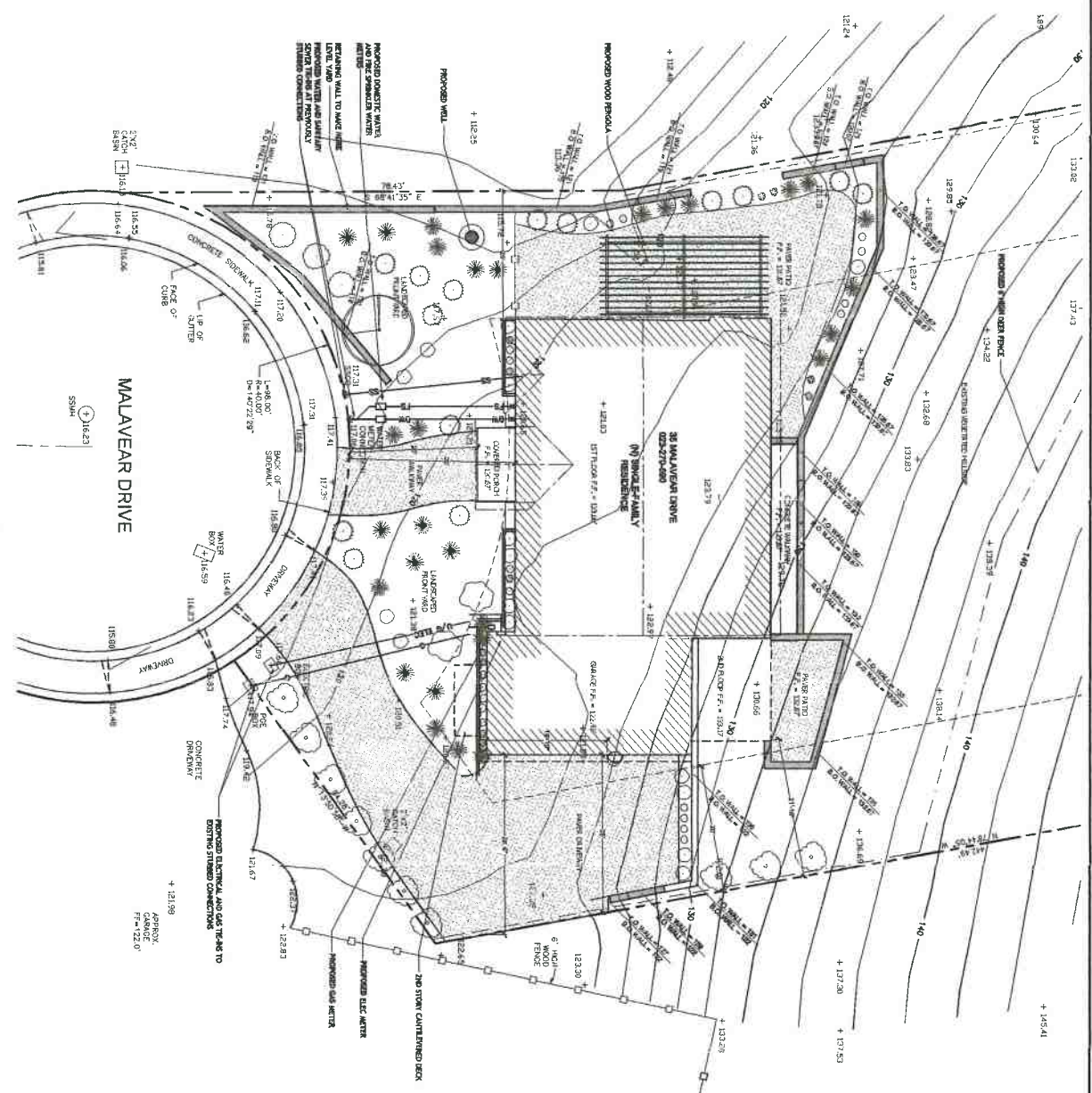
2
A1.1
SCALE 1" = 30'0"

PROPOSED OVERALL SITE PLAN



1
A1.1
SCALE 1/8" = 10'0"

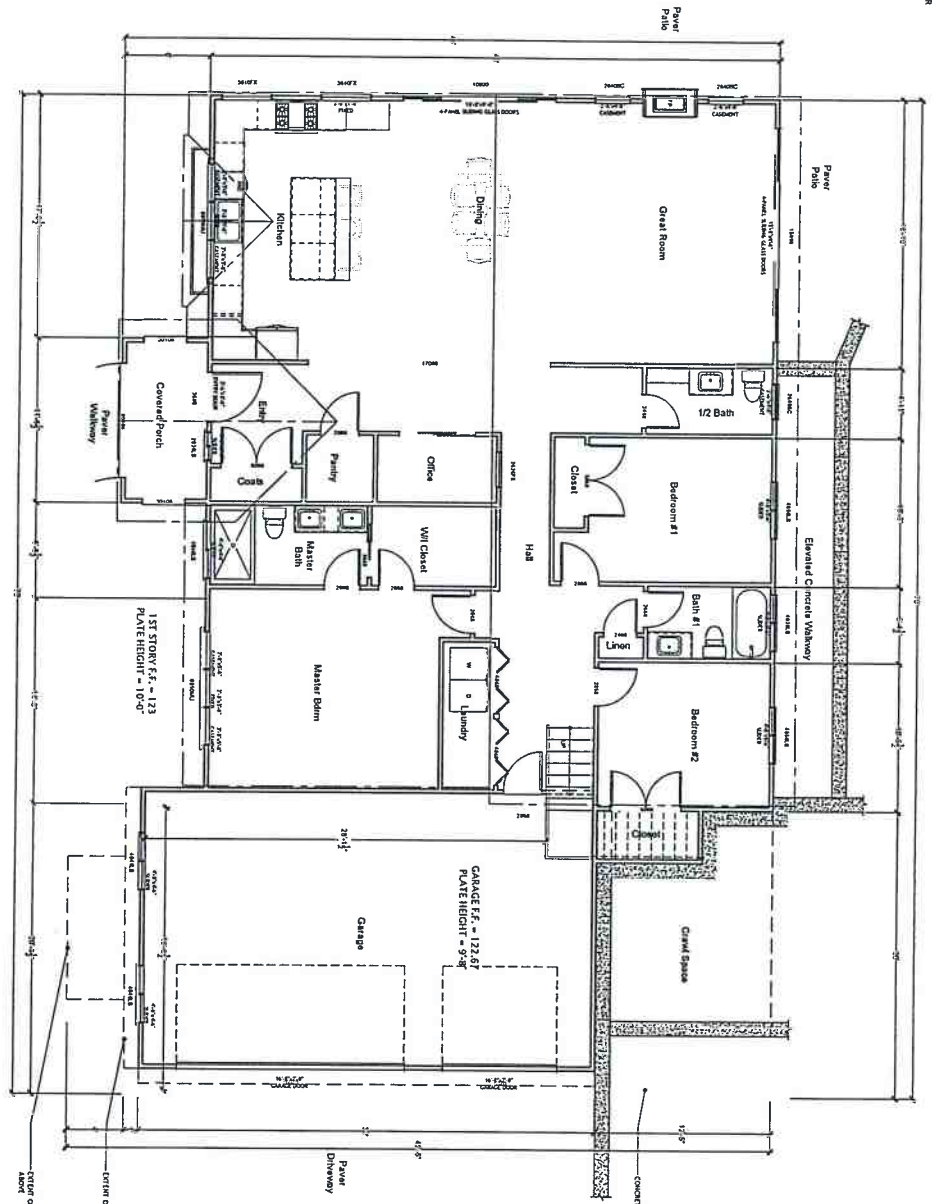
PROPOSED PARTIAL SITE PLAN



SHEET A1.1	PROJECT NAME: NEW SINGLE FAMILY RESIDENCE 35 MALAVEAR DRIVE	PROJECT ADDRESS: 35 MALAVEAR DRIVE PACIFICA, CA 94044	PROJECT SCOPE: NEW SINGLE FAMILY HOME	REV	DATE	DESCRIPTION
				0	04/10/15	PRELIMINARY PLAN SET
				1	04/15/15	PLANNING SUBMITTAL
SHEET TITLE PROPOSED SITE PLANS	PROJECT NAME: NEW SINGLE FAMILY RESIDENCE 35 MALAVEAR DRIVE	PROJECT ADDRESS: 35 MALAVEAR DRIVE PACIFICA, CA 94044	PROJECT SCOPE: NEW SINGLE FAMILY HOME	2	05/20/15	PLANNING RE-SUBMITTAL

B BRIAN BRINKMAN
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- PLUMBING EXHIBIT NOTES:**
- MAX FLOW RATE OF SHOWERHEADS SHALL BE 2.0 GPM
 - MAX FLOW RATE OF LAVATORY FAUCETS SHALL BE 1.5 GPM
 - MAX FLOW RATE OF SINK FAUCETS SHALL BE 1.5 GPM
 - ALL TOILETS SHALL BE MAX 1.28 GPF
- EXHIBIT NOTE:**
- AT LEAST ONE WINDOW IN EACH BEDROOM SHALL MEET THE FOLLOWING:
 - MIN. 5.7 SF IN OPENING SIZE
 - MIN. 20" CLEAR OPENING HEIGHT
 - MIN. 20" CLEAR OPENING WIDTH
 - SILL 4 MAX. OF 4" ABOVE FINISHED FLOOR



WALL LEGEND

	PROPOSED STUD WALL
	PROPOSED CONCRETE RETAINING WALL

1
A2.1
SCALE: 1/4" = 1'-0"
PROPOSED 1ST FLOOR PLAN

NOTE: FIRE SPRINKLERS REQUIRED UNDER A SEPARATE PERMIT.

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/20/15	PLANNING RE-SUBMITTAL

B BRIAN BRINKMAN
DRAFTING & DESIGN
848 Nevear Drive
Pacifica, CA 94044
(650) 922-7693

PROJECT NAME:
**NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE**

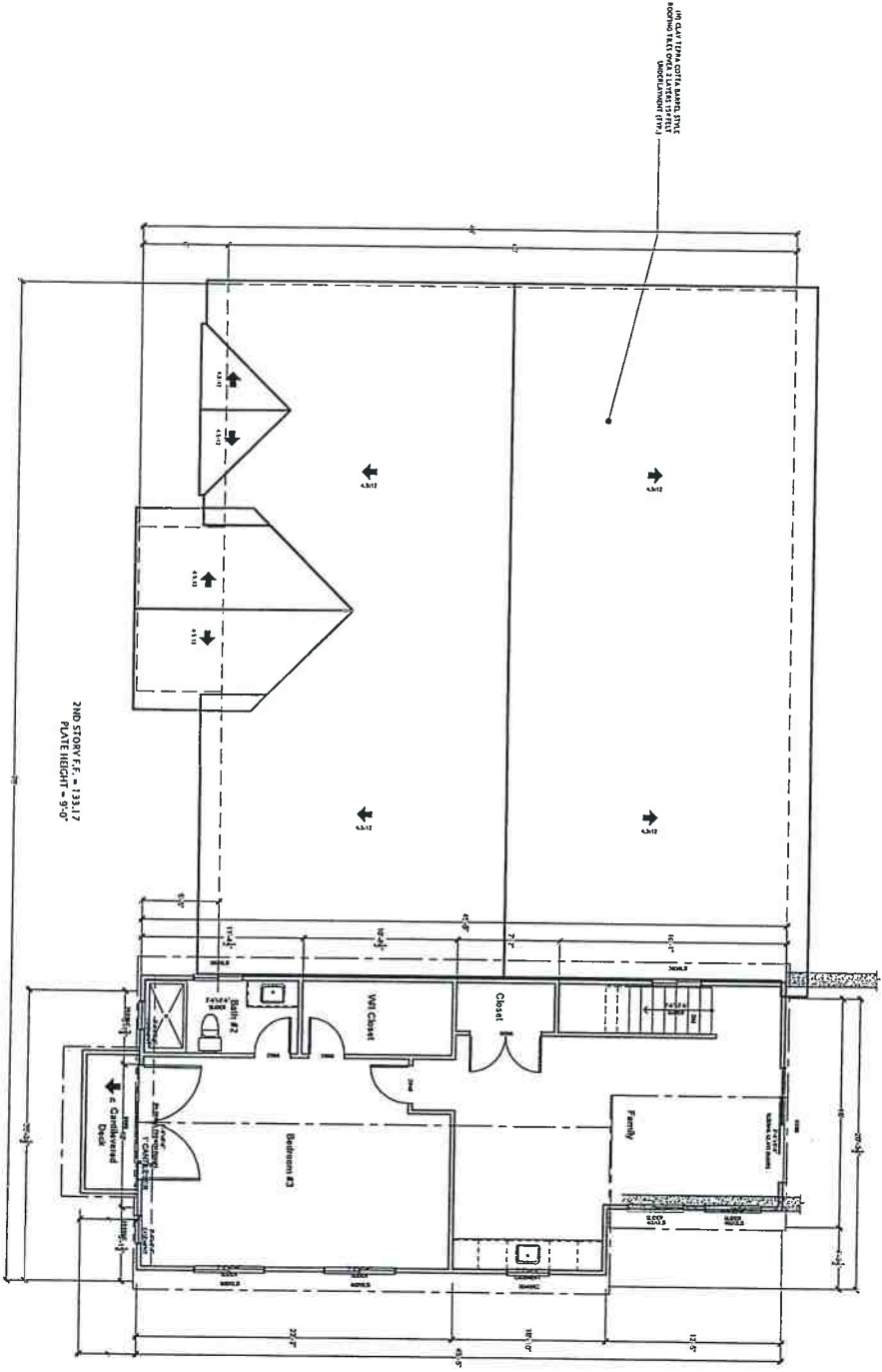
PROJECT ADDRESS:
**35 MALAVEAR DRIVE
PACIFICA, CA 94044**

PROJECT SCOPE:
NEW SINGLE FAMILY HOME

SHEET TITLE:
**PROPOSED
1ST FLOOR
PLAN**

SHEET:
A2.1

- PLUMBING SYMBOLS AND NOTES:**
- MAX FLOW RATE OF SINK/Faucets SHALL BE 2.0 GPM
 - MAX FLOW RATE OF LAVATORY/Faucets SHALL BE 1.5 GPM
 - MAX FLOW RATE OF KITCHEN/Faucets SHALL BE 1.8 GPM
 - MAX FLOW RATE OF TOILET/Faucets SHALL BE 1.2 GPM
 - MAX FLOW RATE OF SHOWER/Faucets SHALL BE 2.5 GPM
 - MAX FLOW RATE OF BATHTUB/Faucets SHALL BE 2.5 GPM
 - MAX FLOW RATE OF SINK/Faucets SHALL BE 2.0 GPM
 - MAX FLOW RATE OF LAVATORY/Faucets SHALL BE 1.5 GPM
 - MAX FLOW RATE OF KITCHEN/Faucets SHALL BE 1.8 GPM
 - MAX FLOW RATE OF TOILET/Faucets SHALL BE 1.2 GPM
 - MAX FLOW RATE OF SHOWER/Faucets SHALL BE 2.5 GPM
 - MAX FLOW RATE OF BATHTUB/Faucets SHALL BE 2.5 GPM
- AT LEAST ONE WINDOW IN EACH BEDROOM SHALL MEET THE FOLLOWING REQUIREMENTS:**
- MIN. 5.7 SF OF OPENING AREA
 - MIN. 20" CLEAR OPENING HEIGHT
 - MIN. 20" CLEAR OPENING WIDTH
 - SHALL A MAX. OF 4" ABOVE FINISHED FLOOR



PROPOSED 2ND FLOOR #
LOWER ROOF PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

[Symbol]	PROPOSED STUD WALL
[Symbol]	PROPOSED 4" HIGH STUD WALL
[Symbol]	PROPOSED 4" HIGH STUD WALL
[Symbol]	PROPOSED CONCRETE
[Symbol]	PROPOSED CONCRETE
[Symbol]	REINFORCED CONCRETE

NOTE: FIRE SPRINKLERS REQUIRED UNDER A SEPARATE PERMIT.

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/20/15	PLANNING RE-SUBMITTAL



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DRAFTING & DESIGN**
643 Navarre Drive
Pacifica, CA 94044
(650) 822-7993

PROJECT NAME:
**NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE**

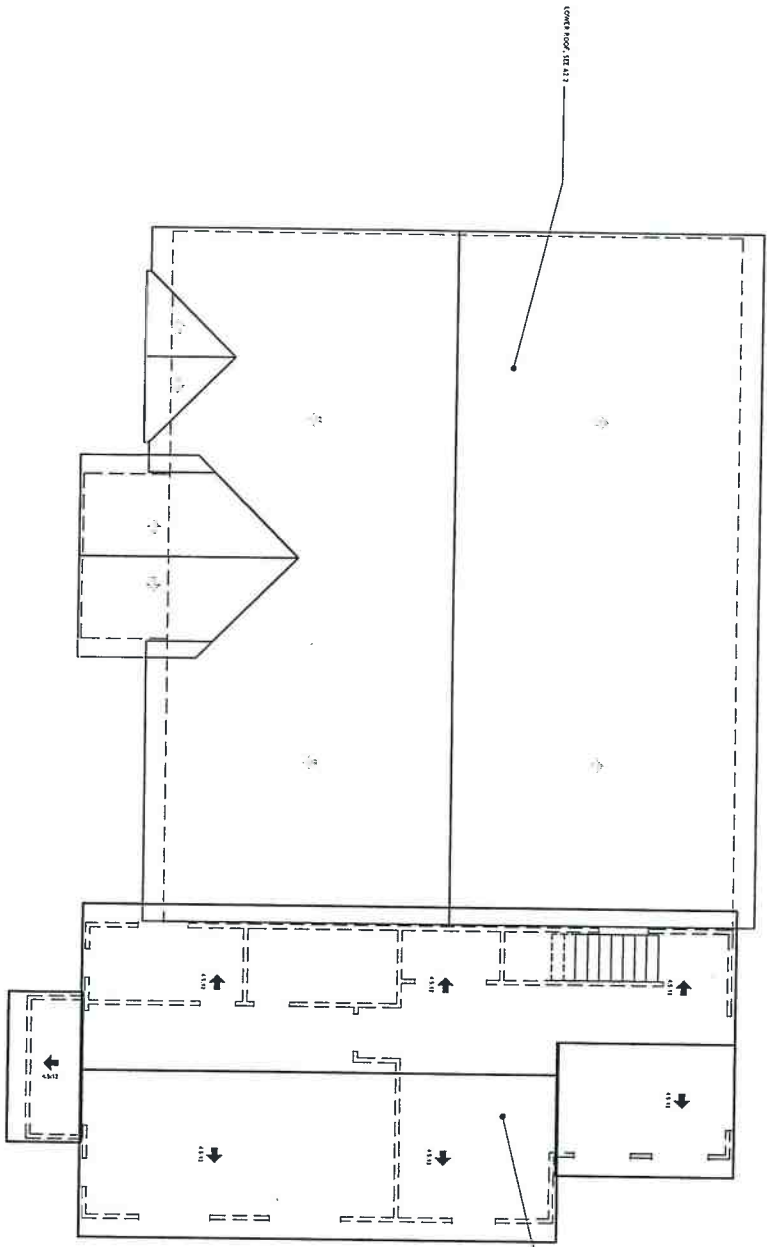
PROJECT ADDRESS:
**35 MALAVEAR DRIVE
PACIFICA, CA 94044**

PROJECT SCOPE:
NEW SINGLE FAMILY HOME

SHEET TITLE:
**PROPOSED
2ND FLOOR &
LOWER ROOF
PLAN**

SHEET:
A2.2

- PLUMBING EXPOSURE NOTES:**
- MAX FLOW RATE OF SHOWERHEADS SHALL BE 2.0 GPM
 - MAX FLOW RATE OF LAVATORY FAUCETS SHALL BE 1.5 GPM
 - MAX FLOW RATE OF KITCHEN FAUCETS SHALL BE 1.8 GPM
 - ALL TOILETS SHALL BE 300L V.O. GPM
- EGRESS NOTE:**
- AT LEAST ONE WINDOW IN EACH BEDROOM SHALL MEET THE FOLLOWING REQUIREMENTS:
 - MIN. 20' CLEAR OPENING HEIGHT
 - MIN. 20' CLEAR OPENING WIDTH
 - SHALL A MAX. OF 44" ABOVE FINISHED FLOOR



WALL LEGEND

(Symbol: Dashed line)	PROPOSED STUD WALL
(Symbol: Solid line)	PROPOSED 4\"/>
(Symbol: Dotted line)	EXISTING CONCRETE
(Symbol: Dash-dot line)	EXISTING FIRE RATED WALL

PROPOSED UPPER ROOF PLAN
SCALE: 1/8" = 1'-0"

NOTE: FIRE SPRINKLERS REQUIRED UNDER A SEPARATE PERMIT.

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/20/15	PLANNING RE-SUBMITTAL

PROJECT NAME:
NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE

PROJECT ADDRESS:
35 MALAVEAR DRIVE
PACIFICA, CA 94044

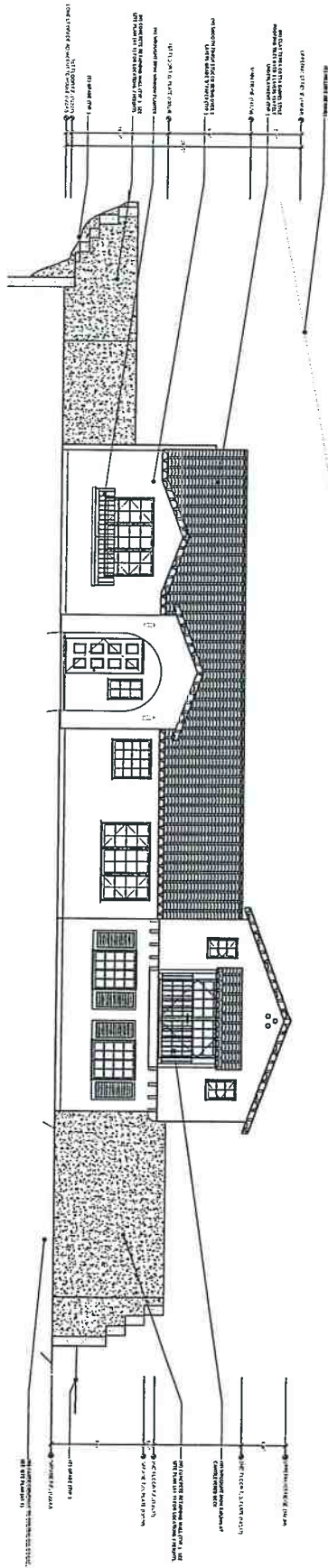
PROJECT SCOPE:
NEW SINGLE FAMILY HOME

BRIAN BENJAMIN
DRAFTING & DESIGN

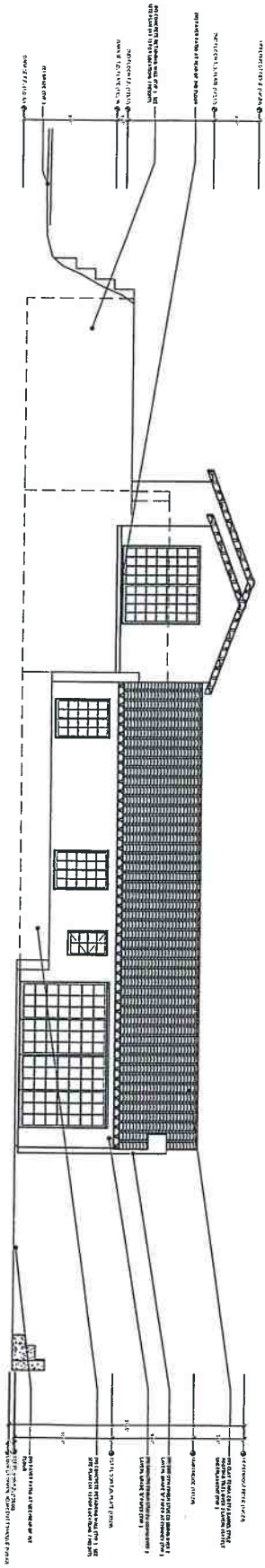
B

848 Navajo Drive
San Jose, CA 95128
(408) 922-7993

- PLUMBING EXISTENCE NOTES:**
- MAX FLOW RATE OF SHOWERS SHALL BE 2.0 GPM
 - MAX FLOW RATE OF TOILETS SHALL BE 1.2 GPM
 - MAX FLOW RATE OF MITCHER FAUCETS SHALL BE 1.0 GPM
 - ALL TOILETS SHALL BE MAX 1.28 GPF
- EGRESS NOTE:**
- ALL EGRESS WINDOWS IN EACH BEDROOM SHALL MEET THE FOLLOWING:
 - MIN. 5.7 SF IN OVERALL SIZE
 - MIN. 20" CLEAR OPENING HEIGHT
 - SHALL A MAX. OF 4" ABOVE FINISHED FLOOR



1 SCALE: 3/16" = 1'-0"
PROPOSED FRONT (SOUTHEAST) ELEVATION



2 SCALE: 3/16" = 1'-0"
PROPOSED REAR (NORTHWEST) ELEVATION

NOTE: FIRE SPRINKLERS REQUIRED UNDER A SEPARATE PERMIT.

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/20/15	PLANNING RE-SUBMITTAL

B BRIAN BRINKMAN
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PROJECT NAME:
NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE

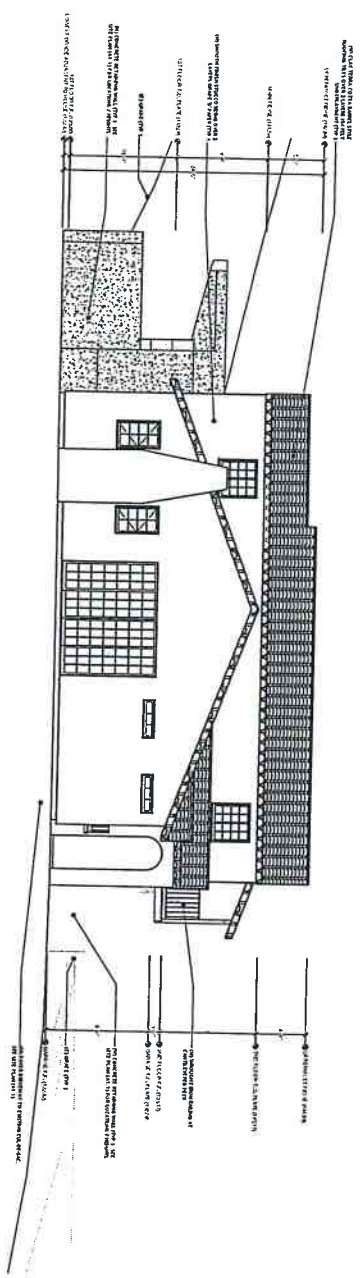
PROJECT ADDRESS:
35 MALAVEAR DRIVE
PACIFICA, CA 94044

PROJECT SCOPE:
NEW SINGLE FAMILY HOME

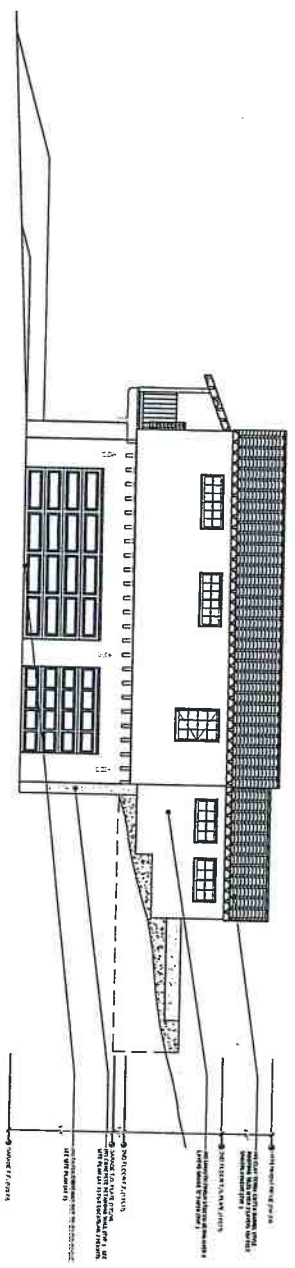
SHEET TITLE:
PROPOSED FRONT AND REAR ELEVATIONS

SHEET:
A3.1

- PLUMBING EXCERPT NOTES:**
- MAX FLOW RATE OF SHOWERS SHALL BE 2.0 GPM
 - MAX FLOW RATE OF SINKS AND FAUCETS SHALL BE 1.5 GPM
 - MAX FLOW RATE OF BATHTUBS SHALL BE 2.5 GPM
 - ALL TOILETS SHALL BE MAX 1.25 GPM
- EGRESS NOTES:**
- AT LEAST ONE WINDOW IN EACH BEDROOM SHALL MEET THE FOLLOWING:
 - MIN. 5.7 SF IN OVERALL SIZE
 - MIN. 20" CLEAR OPENING HEIGHT
 - MIN. 20" CLEAR OPENING WIDTH
 - MIN. A MAX. OF 44" ABOVE FINISHED FLOOR



1
A3.2
SCALE: 3/16" = 1'-0"
PROPOSED LEFT (SOUTHWEST) ELEVATION



2
A3.2
SCALE: 3/16" = 1'-0"
PROPOSED RIGHT (NORTHEAST) ELEVATION

NOTE: FIRE SPRINKLERS REQUIRED UNDER A SEPARATE PERMIT.

REV	DATE	DESCRIPTION
0	04/10/15	PRELIMINARY PLAN SET
1	04/15/15	PLANNING SUBMITTAL
2	05/02/15	PLANNING RE-SUBMITTAL

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PROJECT NAME:
NEW SINGLE FAMILY RESIDENCE
35 MALAVEAR DRIVE

PROJECT ADDRESS:
35 MALAVEAR DRIVE
PACIFICA, CA 94044

PROJECT SCOPE:
NEW SINGLE FAMILY HOME

SHEET TITLE:
PROPOSED
SIDE
ELEVATIONS

SHEET:
A3.2