

To: Mayor and City Council

From: Irene T Borba, Director of Planning & Building

Subject: Approve revocable license for private improvements in the City street right-of-way in front of 9 North Point Circle

Recommended Motion/Item Description

That the City Council approve the revocable license agreement for 9 North Point Circle for improvements in the street right-of-way as part of the Consent Calendar.

Background and Findings

Proposed encroachment on City property – 9 North Point Circle – APN 060-111-10

The attached license agreement requires the property owner to assume liability and maintenance responsibilities for:

Concrete flat work for new driveway, curb cut for new guest parking, concrete curb for new driveway, and landscaping in the street right-of-way in front of 9 North Point Circle. (Refer to attached draft Revocable License No 2016.23 and associated exhibit.)

Background of current application

On September 20, 2016, the City of Belvedere Planning Commission approved application requests for a Demolition Permit to demolish 64.8% of the existing 3,577 square-foot two-story residence (including a carport), and a Design Review Permit for renovations and 1,284 square feet of additions (including a 510 square foot garage) to the existing residence for a proposed 4,861 square foot home (including 321 square feet of covered exterior deck), and related site improvements. Additionally, an Exception to Total Floor Area was approved to exceed the maximum allowable floor area of 4,744 by 117 square feet or approximately 0.8% over the allowed ratio of 33%. The Commission also recommended approval of a revocable license for private improvements proposed within the 9 North Point Circle street right-of-way, which include new concrete flat-work and curb cuts for a new driveway and landscaping. The Commission/staff finds that encroachment is necessary to provide pedestrian and vehicular access from private property to the adjacent public street and use of the public right-of-way will permit landscaping that will enhance the aesthetic qualities of the neighborhood, while also maintaining views from the public right-of-way.

Future improvements

The license covers any future improvements within the revocable license area which receive staff or Planning Commission design review approval and which meet one or more of the criteria for approval of revocable license listed in the City's Administrative Policy Manual, Policy 272.05, as adopted by City Council resolution. Applications for substantial, potentially permanent and/or obstructive structures within the City right-of-way, which fall outside the criteria, will still be required to go to the City Council for consideration and approval/denial. Detailed records at City Hall, maintained in the Planning Department file for this address, will always be available to show exactly what structures have been approved within the license area. This will save considerable staff time that would be devoted to bringing a revised license and staff report to the City Council and in issuing, recording, and archiving a new license agreement.

Recommended Action

That the City Council approve the revocable license agreement for 9 North Point Circle for improvements in the street right-of-way as part of the Consent Calendar.

Attachments

- Draft license agreement with attached exhibit.
- Site plan.

RECORDING REQUESTED BY:
City Clerk, City of Belvedere
RECORD WITHOUT FEE PER G.C. 27383

AND WHEN RECORDED MAIL TO:

City Clerk
City of Belvedere
450 San Rafael Avenue
Belvedere, CA 94920-2336

CITY OF BELVEDERE

REVOCABLE LICENSE NO. 2016.23

ASSESSOR'S PARCEL NO.: **060-111-10**
ADDRESS: **9 North Point Circle, Belvedere, California 94920**
OWNER: **Seid Lin Family Trust**
DATE ISSUED: **October 10, 2016**

The City of Belvedere, California, a municipal corporation (hereinafter referred to as "City"), hereby authorizes and licenses the owner of the land described above and in Exhibit "A" (hereinafter referred to as "Licensee"), at its own cost and expense, to encroach upon the adjoining land owned by the City of Belvedere (hereinafter referred to as "Premises") for the following purpose: Concrete flat work for new driveway, curb cut for new guest parking, concrete curb for new driveway, and landscaping.

The above-described improvements received City design review approval. This license shall cover any future improvements within the revocable license area which receive design review approval and which meet one or more of the criteria adopted by City Council resolution for the granting of revocable licenses. Any future revocable license application which does not meet the criteria must be approved by the City Council.

This revocable license is granted subject to the following terms and conditions:

1. Licensee shall save and hold harmless the City of Belvedere from any loss, damage, or injury of any kind or character whatsoever that may arise from anything done, or omitted to be done, by Licensee, its agents, employees or contractors in connection with or in any way related to the matters authorized by this License. Licensee agrees to hold City harmless and indemnify City (including, but not limited to, attorney fees, expert witness costs and court costs), without limitation, from and against any and all claims, injuries, damage, liability and/or cause of action which may ever arise as a result of injury and/or damage to property claimed to be the result of construction and/or failure to maintain said property or improvements by Licensee in, on, under, or above City property which is the subject of the revocable license granted Licensee by City.
2. To the extent this License authorizes the erection or installation of any building, fence, wall, or other structure or facility in or upon land owned by City, Licensee agrees to erect and install the same in accordance with plans and specifications approved by the Planning Commission of the City of Belvedere and further agrees to maintain the same at all times in good condition and repair, all at Licensee's sole cost and expense.
3. To the extent this License authorizes the erection or installation of any infrastructure improvements which are subject to the Americans With Disabilities Act ("the Act"), Licensee agrees to construct and maintain those improvements in full compliance with the requirements of the Act.

4. If Licensee shall fail to comply with the terms and conditions of this License, the City, at its option may immediately terminate and revoke this License by mailing or delivering written notice thereof to Licensee at the address hereinabove stated. Licensee shall not restrict access by the public and/or by adjacent property owners to the licensed area.
5. Licensee shall execute this License by: signing the License; making an acknowledgement of the License before a notary public or an officer specified by the State to take the acknowledgement of instruments of writing; and delivering the signed License and certificate of acknowledgement to the City. If Licensee shall fail to execute this License within thirty days of the date issued, the City may immediately terminate and revoke this License by mailing or delivering written notice thereof to Licensee at the address hereinabove stated.
6. Anything herein to the contrary notwithstanding, this License shall be revocable at the pleasure of the City Council of the City of Belvedere. The election to revoke this License may be exercised at any time by mailing or delivering to Licensee at the address hereinabove stated a notice of revocation and termination. Within the time specified in said notice, Licensee shall, at its own cost and expense, remove from the Premises the encroachment and all structures and facilities placed thereon or therein by Licensee.
7. That upon the failure of Licensee to comply with any of the agreements contained herein, City may declare said improvements to be a public nuisance, and may take such action as may be authorized by law to abate said nuisance. The City shall be entitled to recover from Licensee costs of suit and reasonable attorney's fees, to be determined by the court. The remedy of City as contained in this paragraph shall not be exclusive.
8. The Licensee acknowledges that the property interest created hereunder by issuance of this license may be subject to possessory interest taxation and said Licensee in whom such possessory interest is vested recognizes and agrees that it/they shall be solely responsible for payment of all such taxes levied upon said possessory interest.
9. The Licensee shall deliver this license to any successor in interest to the above-described land.
10. The agreements contained herein are covenants and servitudes running with the land and shall be binding upon Licensee and its successors, assignors, executors, administrators, and personal representatives.
11. The Licensee shall obtain an encroachment permit from the City prior to the commencement of any work on City property.
12. Any previous revocable licenses issued to this property are now null and void.

Issued by direction of the City Council of the City of Belvedere pursuant to action taken at its meeting of October 10, 2016.

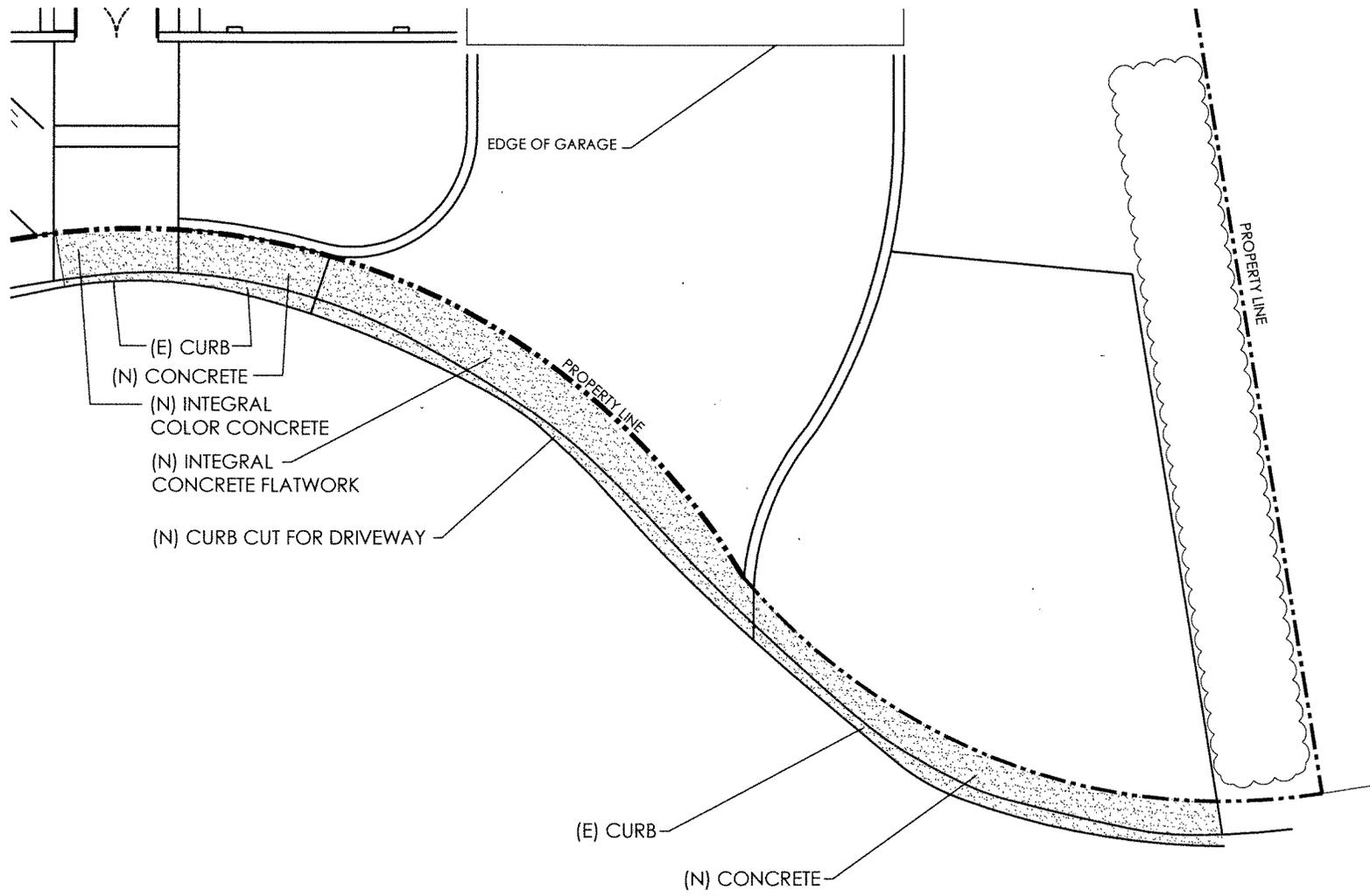
Mary Neilan, City Manager

The foregoing License is accepted and its terms and conditions are agreed to:

Seid Lin Family Trust, Licensee

By: _____
Bryan Lin, Trustee

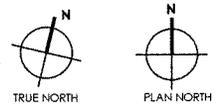
By: _____
Patricia Seid, Trustee



REVOCABLE LICENSE

9 NORTH POINT CIRCLE
 BELVEDERE
 APN 060-111-10

1 "EXHIBIT A"



LICENSE AREA SHOWN SHADED

MINI LED DOWNLIGHT
 OUTDOOR/WET LOCATION
 MD1 LWG2 RECESSED HOUSING AND TRIM
LOW VOLTAGE



RECESSED CANS @ DECK



STANDARD NO. 304.1.2
 SUBJECT: Vegetation in Non-Wild Areas
 REVISED: 1/15/2014
 AUTHORIZED: J. J. Jones

This standard has been developed pursuant to section 304.1.2 of the California Fire Code, adopted by local Ordinance, and Section 4290 and 4291 of the Public Resources Code.

This standard applies to: all new landscaping projects requiring design review, all new homes, new structures, new subdivisions, and those buildings that are undergoing an addition exceeding 400 square feet, which are NOT within the Wildland-Urban Interface as defined by the Tiburon Fire Protection District. Occupant Hazard Preparedness may receive relief from these requirements after an on-site evaluation of the property.

Please Note: Chipped wood and mulch can provide an excellent natural barrier which will help prevent moisture loss in ground fuels. However, arched bark, sometimes referred to as monkey bark, tan bark, single grain and double grain, is prohibited from use.

- Requirements for all vegetation on property:**
- Trim and maintain vegetation back from the edge of required fire defensible space.
 - Trim trees so they do not hang lower than 12' above any roof or structure.
 - All existing prohibited plants listed in Table 1 shall be removed from within 50' (50' feet) of any structure including wood decks and patios. Measure existing plants and trees to be evaluated on a case by case basis.
 - Remove piles of accumulated dead vegetation on the property.
 - Maintain any tree with limbs that overhang wood decks, motor roofs, fire of deadwood.
 - Remove that portion of any tree which extends within 10 feet of any part of a chimney or stovepipe.
 - Clean any leaves and needles from roof and gutters.
 - Cut and remove small tree branches on trees, 5 feet from ground when trees exceed 18 feet in height.

Alternative materials and methods:
 The fire code official is authorized to approve an alternative material or method of construction where the fire code official determines the alternative meets the intent of this standard and is at least the equivalent in effectiveness, fire resistance and safety.

Table 1. Prohibited Plants and Trees

Latin name	Common name
<i>Abies</i>	Fir trees
<i>Adiantum</i>	Chamaedorea
<i>Artemisia</i>	Artemisia
<i>Baccharis</i>	Cholla
<i>Banksia</i>	Banksia
<i>Berberis</i>	Barberry
<i>Calliandra</i>	Calliandra
<i>Chamaedorea</i>	Chamaedorea
<i>Chorizanthe</i>	Chorizanthe
<i>Cyperus</i>	Cyperus
<i>Eucalyptus</i>	Eucalyptus
<i>Erigeron</i>	Erigeron
<i>Juniperus</i>	Juniper
<i>Lonicera</i>	Lonicera
<i>Myrica</i>	Myrica
<i>Pinus</i>	Pinus
<i>Quercus</i>	Quercus
<i>Rhus</i>	Rhus
<i>Sarcocolla</i>	Sarcocolla
<i>Scaevola</i>	Scaevola
<i>Sida</i>	Sida
<i>Sisyrinchium</i>	Sisyrinchium
<i>Sonchus</i>	Sonchus
<i>Stipa</i>	Stipa
<i>Taraxacum</i>	Taraxacum
<i>Thymus</i>	Thymus
<i>Ulex</i>	Ulex
<i>Yucca</i>	Yucca

NOTE:
 1. THE VEGETATION ON THIS PARCEL SHALL COMPLY WITH THE REQUIREMENTS OF TFPD AND THE RECOMMENDATIONS OF FIRE SAFE MARIN. CFC 304.1.2



Olympus Series™

Style C Staff Star™

Shown in Black Winkle Finish (BLW)

SCENCE LIGHT FIXTURES
 VO.1 SCALE: N.T.S.

LANDSCAPE

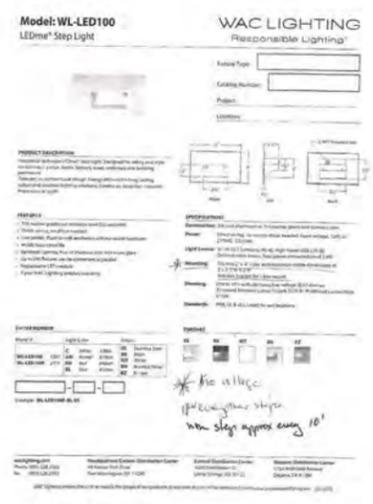
STEP LIGHTING

PLANTS LIST:

KEY	SCIENTIFIC NAME	COMMON NAME	QUANTITY	SIZE	SPACING	MATURE SIZE	WUCOLS WATER USE RATING	NATIVE PLANT	FIRE RESISTANT
1	OPHI JAP	Ophiopogon japonicus	Mondo grass	-	12"x18"	SEE PLAN	1'x1'	L	Y
2	Olea	"Olea Europaea"	Non Seeding/Fruitless Olive Tree	1	5 gal.	SEE PLAN	12'x18'	L	Y
3	LAV	Lavandula angustifolia	Lavender	30	1 gal.	SEE PLAN	4'x3'	L	Y
4	PITTO	Pittosporum tenuifolium-Mini	Shrub	11	2 gal.	SEE PLAN	3'-4'	N	Y
5	Olea	"Olea Europaea"	Miniature Olive Tree	3	5 gal.	SEE PLAN	8'-0"	L	Y
6	Muh Rig	Muhlenbergia Rigens	Deer Grass	30	1 gal.	SEE PLAN	5'x3'	L	Y

LEGEND: HARDSCAPE SURFACES
 A- INTEGRAL COLOR CONCRETE COURTYARD-MESA BUFF; SEE MATERIAL BOARD
 R- (P) PATIO W/ PAVERS TO REMAIN

NOTE:
 ROTATED PARKING PAD & REDUCED LINEAR FOOTAGE OF CURB CUT TO MAINTAIN MORE PARKING ALONG STREET



LEGEND: LIGHT FIXTURES
 0 EXTERIOR STEP LIGHTING

1550 Tiburon Boulevard
 Belvedere, California 94920
 www. harch. com
 phone 415. 435. 5219
 fax 415. 435. 0312

RECEIVED
 SEP 2 2016
 City of Belvedere

Lin Res.
 Addition &
 Renovation

9 North Point Circle
 Belvedere, CA. 94920
 APN: 060-111-10

Proposed
 Vegetation
 Management,
 Landscape
 Plan

Scale 1/8" = 1'-0"



no.	revisions	date
	DESIGN REVIEW	09/12/2016

date issued: 09/12/2016

drawn by: NL checked by: DH

job#: 5520-2015