

To: Mayor and City Council

From: Irene Borba, Director of Planning & Building

Subject: Approve revocable license for private improvements in the City street right-of-way in front of 17 Windward Road

Recommended Motion/Item Description

That the City Council approve the revocable license agreement for 17 Windward Road for improvements in the street right-of-way as part of the Consent Calendar.

Background and Findings

Proposed encroachment on City property – 17 Windward Road – APN 060-021-27

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

Construction of stone steps and paving, concrete driveway, and street, landscape and irrigation improvements in the street right-of-way in front of 17 Windward Road.
(Refer to attached draft Revocable License No 2016.27 and associated exhibit.)

Background of current application

On October 18, 2016, the City of Belvedere Planning Commission approved application requests for a demolition permit for the removal of the existing 2,764 square-foot home, a design review permit, a variance for setback to encroach into the rear yard setback, to allow for the construction of a new 3,003.8 square-foot residence (includes 308 square-foot garage) and other related site improvements. The Planning Commission approved the proposed modifications and recommended approval for the proposed encroachments into the public right-of-way. 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. The improvements include a new concrete driveway, new stone entry steps & paving and landscaping. The landscape would include olive trees, some accent and edging shrubs and a mix of groundcover & perennials.

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 17 Windward Road for improvements in the street right-of-way as part of the Consent Calendar.

Attachments

- Draft license agreement with attached exhibit.
- Detailed diagram of improvements within the license area (to be kept in the Planning Department file for this address for future reference).

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. 2016.27

ASSESSOR'S PARCEL NO.: **060-021-27**
ADDRESS: **17 Windward Road, Belvedere, California 94920**
OWNER: **Michele Marie Lepine Living Trust**
DATE ISSUED: **November 14, 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: Construct stone steps and paving, and concrete driveway in right-of-way to maintain access to sidewalk and street, landscape and irrigation improvements.

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 November 14, 2016.

Mary Neilan, City Manager

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

Michele Marie Lepine Living Trust, Licensee

By: _____
Michele M. Lepine, Trustee

LANDSCAPE LEGEND

SYMBOL / KEY	BOTANICAL NAME / COMMON NAME
	NEW TREES & LARGE SHRUBS (Minimum 15 Gallon can size) (Mature Height X Width)
•	TYPICAL SYMBOL FOR NEW TREES & LARGE SHRUBS WITH CANOPY ILLUSTRATED (SEE PLAN FOR LOCATION)
CI	(w/f) CITRUS / DWARF LEMON, ORANGES, TANGERINES, etc. (6' X 4')
CS	(w/f) CAMELLIA SASANGUA / CAMELLIA (6' X 6')
FT	(w/f) FRUIT TREES / VARIOUS DWARF FRUIT TREES (8' X 5')
MS	(w/f) MAGNOLIA SPP. / DWARF MAGNOLIA (8' X 6')
OE	(w/f) OLEA EUROPEA 'WILSONI' / FRUITLESS OLIVE TREE (18' X 18')
	FOUNDATION SHRUBS (Minimum 5 gallon can size) (Mature Height X Width)
(w/f)	BUXUS SPP. / TALL BOXWOOD (4' X 2')
(w/f)	CHOISA TERMINATA / FORTNIGHT LILY (4' X 3')
(w/f)	OLEA 'LITTLE OLIE' / DWARF OLIVE SHRUB (4' X 4')
(w/f)	VIBURNUM TINUS / LAURUSTINUS (6' X 4')
	ACCENT SHRUBS (Minimum 5 gallon can size) (Mature Height X Width)
(w/f)	CYCAS REVOLUTA / SAGO PALM (2' X 3')
(w/f)	DIETES VEGATA / FORTNIGHT LILY (3' X 2')
(w/f)	ROSES / WHITE FLOWERING ROSES (3' X 2')
(w/f)	HYDRANGEA / HYDRANGEA SPECIES (3' X 3')
	EDGING SHRUBS (Minimum 1 gallon can size) (Mature Height X Width)
(w/f)	BUXUS SPP. / DWARF BOXWOOD (2' X 2')
(w/f)	LIRIOPE SPECIES / BIG LILY TURF (1' X 1')
	GROUNDCOVERS & PERENNIALS (Minimum 1 gallon can size) (Mature Height X Width)
(w/f)	ANEMONE X HYBRIDA / JAPANESE ANEMONE (2' X 2')
(w/f)	HERBS / VARIOUS HERBS (1' X 1')
(w/f)	VEGETABLES / VARIOUS VEGETABLES (2' X 2')
(w/f)	LAVANDULA SPECIES / LAVENDER (2' X 2')
(w/f)	GERANIUM SPECIES / HYBRID GERANIUMS (1' X 2')
(w/f)	IRIS SPP. / JAPANESE IRIS (2' X 2')
	VINES (FENCES & TRELLIS)
(w/f)	BOUGAINVILLEA 'BARBARA KIRST' / BOUGAINVILLEA
(w/f)	CLEMATIS SPP. / CLEMATIS
(w/f)	JASMINE POLYANTHUM / FLOWERING JASMINE
(w/f)	PANDOREA JASMINOIDES / BOWER VINE

KEY TO PLAN

- (A) 6' PAINTED WOOD FENCE ON 2' STEMWALL
- (B) PAINTED WOOD COLUMNS W/ WITH DOWNLIGHTS & METAL GATE W/ VINE TRELLIS
- (C) STONE STEPS WITH & RECESSED LIGHTS & METAL HANDRAIL/GUARDRAIL
- (D) STONE WALKWAY W/ PATHWAY LIGHTS
- (E) COLORED CONCRETE WALKWAY
- (F) COLORED CONCRETE DRIVEWAY
- (G) 8' PAINTED WOOD FENCE W/ LATTICE & VINES
- (H) CRUSHED GRAVEL PATHWAY W/ METAL EDGING & PATHWAY LIGHTS
- (I) STONE PATIO W/ METAL GUARDRAILS
- (L) STACKED STONE GARDEN WALL W/ PATHWAY LIGHTS ABOVE
- (K) EXISTING BOAT DOCK
- (L) NEW WOOD DECKING ON GRADE (FLUSH W/ BOAT DOCK)
- (M) STONE PATIO W/ METAL & GLASS GUARDRAIL / WINDSCREEN

LANDSCAPE & IRRIGATION NOTES

- ALL PLANTER BEDS SHALL RECEIVE A 3" LAYER OF FIR BARK MULCH TOP DRESSING
- ALL NEW PLANTING AREAS WILL BE WATERED BY AN AUTOMATIC IRRIGATION SYSTEM
- SEPARATE IRRIGATION VALVES WILL BE PROVIDED FOR AREAS OF DIFFERENT WATER REQUIREMENTS (E.G. FULL SHADE, PARTIAL SHADE, FULL SUN, ETC.)
- DRIP OR LOW PRECIPITATION STREAM SPRAY IRRIGATION SHALL BE USED FOR ALL TREES, SHRUBS & GROUNDCOVER PLANTS THROUGHOUT GARDEN & IN POTS

SITE LIGHTING

- ⊕ GARDEN PATH LIGHTS (12V)
- ▲ STEP LIGHTS (12V)
- ⊕ COLUMN LIGHTS (120V)

SEE GARDEN IMAGES SHT. L4 FOR FIXTURES



PRELIMINARY LANDSCAPE PLAN



DATE:
DESIGN REVIEW SUBMITTAL
JUNE 30, 2016
DES. REVIEW RESUBMITTAL
OCTOBER 3, 2016

Bradani & Associates
LANDSCAPE ARCHITECTURE

90 Theockmorton Avenue #16
Mill Valley, California 94941
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F: 415.385.9782
W: www.bradani.com
E: jmelbradani.com

RESIDENCE & SITE IMPROVEMENT PLANS

LEPINE RESIDENCE

17 WINDWARD ROAD BELVEDERE, CA 94920
APN 060-021-27

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