
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 62 Lagoon Road**

Recommended Motion/Item Description

That the City Council approve the revocable license agreement for 62 Lagoon Road for improvements in the street right-of-way as part of the Consent Calendar.

Background and Findings

Proposed encroachment on City property – 62 Lagoon Road – APN 060-063-14

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

Landscape plantings, sidewalk, stone paving, driveway and walkway in the street right-of-way in front of 62 Lagoon Road. (Refer to attached draft Revocable License No 2018.09 and associated exhibit.)

Background of current application

On June 19, 2018, the Belvedere Planning Commission approved application requests for Design Review and Exception to Total Floor Area applications for modifications to the existing single-family dwelling for an addition and changes to the landscaping in the front, rear and side yards. For this project, the applicant is proposing landscape/hardscape improvements, including new stone paving for the driveway and pedestrian path entry and a variety of shrubs, grasses and groundcover along the property frontage, some of which would extend into public right-of-way (Note: the proposed wood fence is shown to be located just inside the front property line).

Compliance with Administrative Policy Manual Section 272.05, Revocable Licenses

In accordance with Section 272.05 the City’s Administrative Policy Manual (as revised May 14, 2018), a revocable license for private use of excess street right-of-way may be granted at the discretion of the City Council when there is some benefit to the public, and provided that any proposed encroachment into the right-of-way complies with the design review requirements of Title 20 of the Belvedere Municipal Code. The policy lists factors to consider when determining whether to grant a revocable license for private use of excess street right-of-way.

Staff suggests that the project complies with Revocable License Policy 1(b):

- b. Where use of the public right-of-way will permit landscaping and/or related improvements to be installed that the City Council determines will enhance the aesthetic qualities of the streetscape. Any such landscaping and/or related improvements should not significantly impede public views or views from neighboring properties, or infringe on the privacy of neighboring properties;

Here, the proposed project will significantly improve landscaping in the area, including at the entry and project frontage, which will enhance the aesthetic qualities of the streetscape. The landscaping will not significantly impede views or infringe on privacy. The Commission/staff finds that encroachment is necessary to permit landscaping that will enhance the aesthetic qualities of the neighborhood, while also maintaining views from the public right-of-way.

The project benefits the public as it will beautify the streetscape with landscaping, which will benefit the community as a whole.

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 62 Lagoon Road for improvements in the street right-of-way as part of the Consent Calendar.

Attachments

- Draft license agreement with attached exhibit.
- Site/landscaping 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. 2018.09

ASSESSOR'S PARCEL NO.: **060-063-14**
ADDRESS: **62 Lagoon Road, Belvedere, California 94920**
OWNER: **The Gaither Revocable Trust**
DATE ISSUED: **July 9, 2018**

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: Landscape plantings, sidewalk, stone paving, driveway and walkway in the street right-of-way.

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 July 9, 2018.

Craig Middleton, City Manager

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

The Gaither Revocable Trust, Licensee

By: _____
James C. Gaither, Trustee

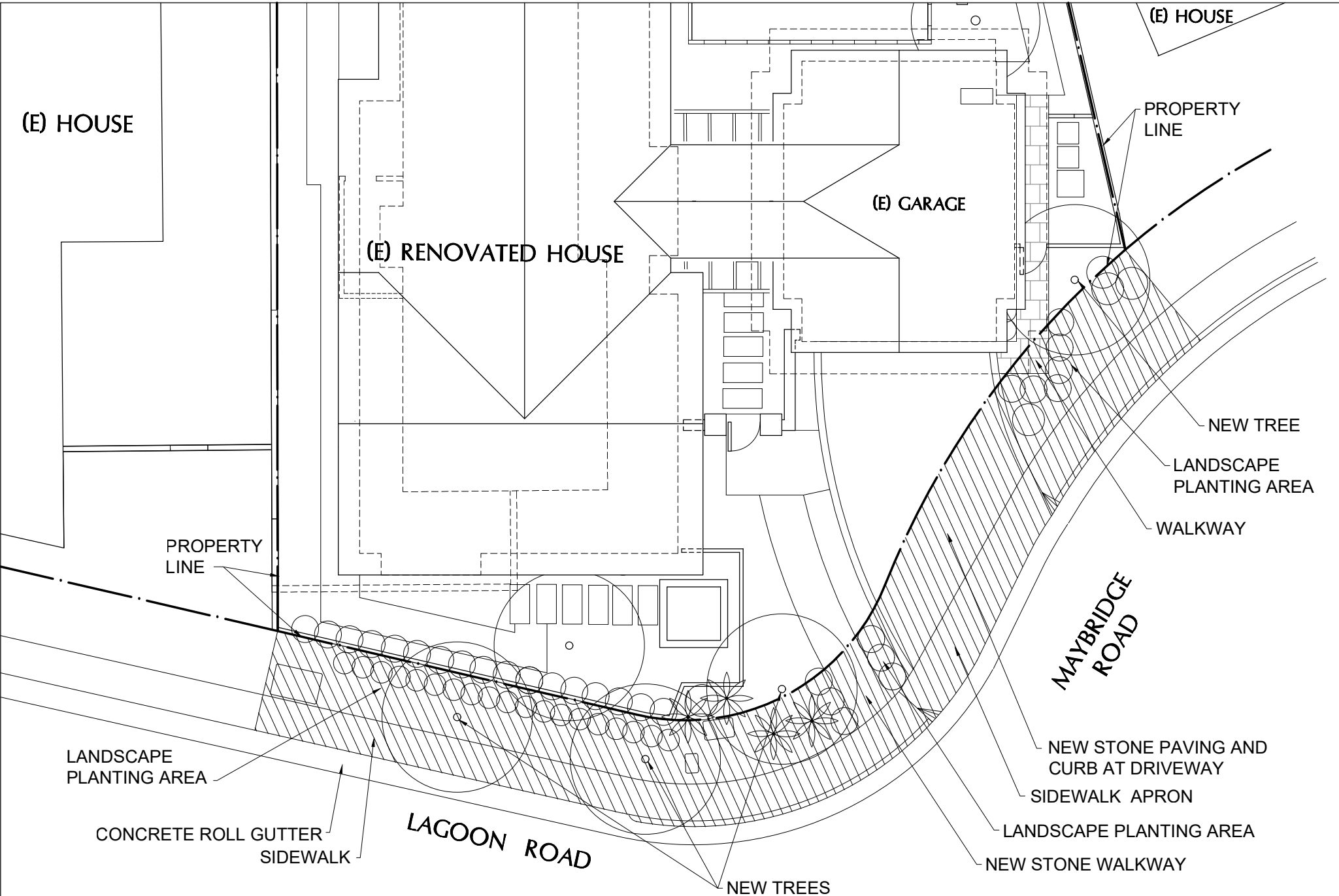
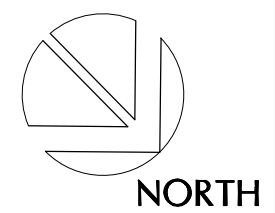


EXHIBIT A (LICENSE AREA SHOWN SHADED)

62 LAGOON RD., BELVEDERE, CA 94920 . - LAGOON RD. & MAYBRIDGE RD. FRONTAGE
 APN 060-063-14 DATE: JUNE 26, 2018



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PLANNING PARAMETERS

| ELEMENT | PRESCRIBED | EXISTING | PROPOSED |
|----------------------------|----------------------|--|--------------------------------|
| FULL LOT AREA | 7,500 sq. ft. (min.) | 9,760 sq. ft. (From Bulkhead) | NO CHANGE |
| LOT COVERAGE | 4,800 sq. ft. @ 50% | 3,541 sq. ft. @ 36.2% | 4,500 sq. ft. @ 46.0% |
| TOTAL FLOOR AREA | 4,000 sq. ft. | 3,541 sq. ft. @ 36.2% | 4,500 sq. ft. @ 46.0% |
| FRONTYARD SETBACK | 5'-0" | -1'-1" (at garage) | 1'-2" (at garage) |
| LEFT SIDEYARD FIRST STORY | 5'-0" | 5'-0" | NO CHANGE |
| RIGHT SIDEYARD FIRST STORY | 5'-0" | 3'-3" | NO CHANGE |
| REARYARD SETBACK | 15'-0" | 22'-5" | NO CHANGE |
| BUILDING HEIGHT | 26'-0" | 15'-0" (at exist. lagoon side) 14'-2" (at new front addition) | 14'-2" (at new front addition) |
| PARKING SPACES | 2 | 2 | NO CHANGE |

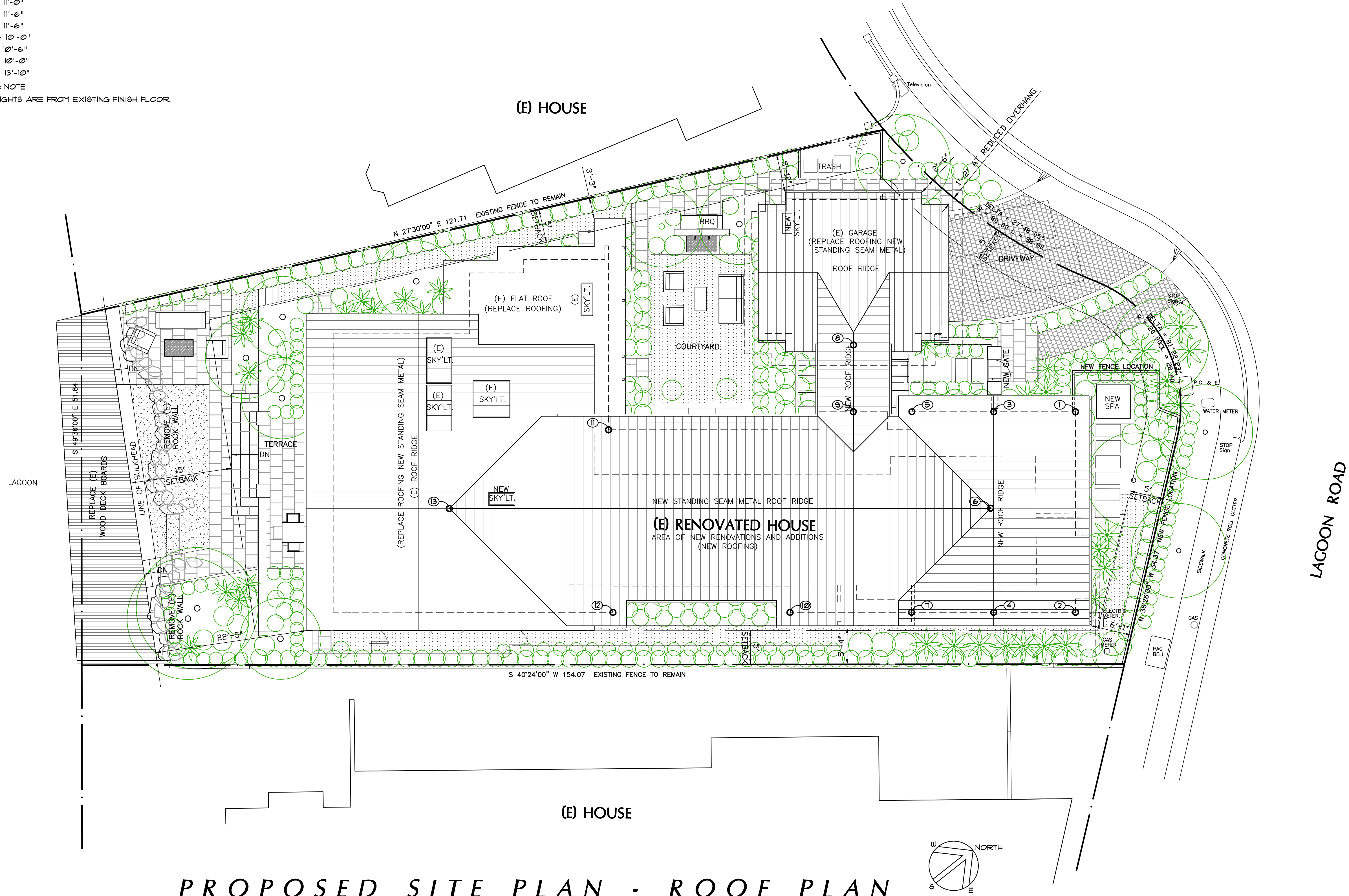
STORY POLE LEGEND

- ① - 11'-0"
 - ② - 11'-0"
 - ③ - 14'-0"
 - ④ - 14'-0"
 - ⑤ - 11'-0"
 - ⑥ - 13'-10"
 - ⑦ - 11'-0"
 - ⑧ - 11'-6"
 - ⑨ - 11'-6"
 - ⑩ - 10'-0"
 - ⑪ - 10'-6"
 - ⑫ - 10'-0"
 - ⑬ - 13'-10"
- ADD STRING NOTE
• ALL STORY POLE HEIGHTS ARE FROM EXISTING FINISH FLOOR.

**ADDITIONS AND INTERIOR RENOVATIONS
TO THE GAITHER RESIDENCE AT - 62 LAGOON ROAD, BELVEDERE
APN: 060-063-14**

DRAWING INDEX

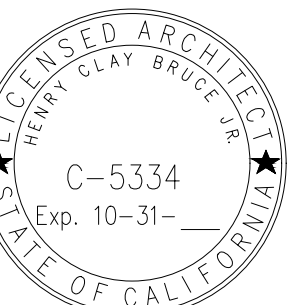
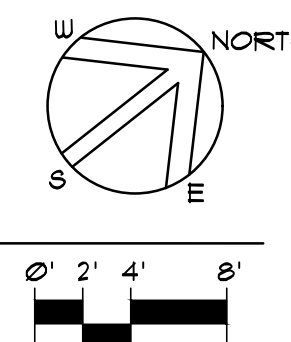
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|--|---|
| <p>ARCHITECTURAL - HANK BRUCE ARCHITECTS 23 B MAIN STREET, TIBURON 94920</p> <p>A1 - SITE PLAN A2 - FLOOR PLAN A3 - ELEVATIONS A4 - SECTIONS D1 - DEMOLITION EX1 - EXISTING SITE PLAN EX2 - EXISTING FLOOR PLANS EX3 - EXISTING ELEVATIONS</p> | <p>LANDSCAPE - RICH SHARP STUDIO FIVE - DESIGN LANDSCAPE ARCHITECTS 25 SAN ANSELMO AVE., SAN ANSELMO 94960</p> <p>L01 - MATERIALS SCHEDULE L02 - ILLUSTRATIVE PLAN L03 - TREE DISPOSITION PLAN L10 - LAYOUT PLAN L20 - PLANTING PLAN L30 - SITE DETAILS</p> |
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PROPOSED SITE PLAN - ROOF PLAN

1/8" = 1'-0"

(SEE LANDSCAPE DRAWINGS FOR ALL SITE IMPROVEMENTS AND MATERIALS LEGEND)



Drawings Issued for
PLANNING RESPONSE
MAY 22, 2018

ADDITIONS AND INTERIOR RENOVATIONS TO THE
GAITHER RESIDENCE
 62 Lagoon Road, Belvedere, CA. A.P.N.: 060-063-14

Title
PROPOSED
SITE / ROOF PLAN

Scale As Noted

Drawn By Checked

Date
APRIL 17, 2018

Sheet

A 1