

**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

DATE: May 27, 2015

TO: Planning Commission

FROM: Planning Staff

SUBJECT: EXECUTIVE SUMMARY: Consideration of a Non-Conforming Use Permit, Coastal Development Permit and Design Review Permit, to allow construction of a 1,709 sq. ft. new two-story single-family residence, plus a 400 sq. ft. attached two-car garage on an existing 4,396 sq. ft. non-conforming legal parcel. The Non-Conforming Use Permit is required to allow the development of an unimproved non-conforming legal parcel that is less than 5,000 sq. ft., where the minimum parcel size is 10,000 sq. ft. No trees are proposed for removal. The project is located in the Special Flood Hazard Area (Zone VE) and is appealable to the California Coastal Commission.

County File Number: PLN 2014-00352 (Philomena, LLC)

PROPOSAL

The applicant requests approval to construct a new 1,709 sq. ft. two-story single-family residence, plus a 400 sq. ft. attached two-car garage on an existing 4,396 sq. ft. non-conforming legal parcel. The lot is 40 feet wide, where the minimum required width is 50 feet.

RECOMMENDATION

That the Planning Commission approve the Non-Conforming Use Permit, Coastal Development Permit and Design Review Permit, County File Number PLN 2014-00352, based on and subject to the required findings and conditions of approval listed in Attachment A.

SUMMARY

The parcel is located west of Cabrillo Highway in an area of primarily two-story single-family structures. Within the immediate neighborhood are developed residential parcels which are also non-conforming in size relative to the minimum 10,000 sq. ft. parcel size in the S-94 Zoning District. The project area is generally flat in topography. The parcel is within the Cabrillo Highway (Hwy. 1) County Scenic Corridor and is bounded by the Pacific Ocean westward and Cabrillo Highway eastward.

Regarding the General Plan, the project complies with applicable policies, specifically those relating to water and wastewater supply and flooding hazards. The project would connect to the Coastside County Water District (CCWD) and the Granada Community Services District (GCSD) for water and wastewater supply, respectively, where both service providers have confirmed adequate capacity to serve the project. Also, the project complies with policies requiring infill development and compliance with design review standards. Regarding the LCP, the project complies with policies requiring structures proposed in areas of special flood hazards to be safely elevated above the base flood elevation in order to mitigate potential flooding hazards within surrounding structure, infill development and compliance with design review standards and findings.

The Coastside Design Review Committee (CDRC) considered the project at its January 8 and March 12, 2015 meetings and determined that the project complies with applicable design review standards and recommended the project for approval. The proposed two-story, single-family residence adequately integrates with the existing neighborhood comprising primarily of two-story structures. The design of the single-family residence exhibits adequate facade articulation and well-proportioned roof mass that help to mitigate the potential appearance of mass and bulk, and minimizes impacts to existing views from neighboring properties.

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**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

DATE: May 27, 2015

TO: Planning Commission

FROM: Planning Staff

SUBJECT: Consideration of a Non-Conforming Use Permit, Coastal Development Permit and Design Review Permit, pursuant to Sections 6133.3b, 6328.4 and 6565.3 of the San Mateo County Zoning Regulations, respectively, to allow construction of a 1,709 sq. ft. new two-story single-family residence, plus a 400 sq. ft. attached two-car garage on an existing 4,396 sq. ft. non-conforming legal parcel. The Non-Conforming Use Permit is required to allow the development of an unimproved non-conforming legal parcel that is less than 5,000 sq. ft., where the minimum parcel size is 10,000 sq. ft. No trees are proposed for removal. The project is located in the Special Flood Hazard Area (Zone VE) and is appealable to the California Coastal Commission.

County File Number: PLN 2014-00352 (Philomena, LLC)

PROPOSAL

The applicant requests approval to construct a new 1,709 sq. ft. new two-story single-family residence, plus a 400 sq. ft. attached two-car garage on an existing 4,396 sq. ft. non-conforming legal parcel. The lot is 40 feet wide, where the minimum required width is 50 feet. The two-story home consists of a front garage location and a side entryway that provides immediate access to the residence. An elevator and two flights of stairs provide access to the upper floors. A living room, dining room, kitchen, and two bedrooms and a bath complete the living areas on the lower floor. The top floor consists of a master bedroom and bath.

RECOMMENDATION

That the Planning Commission approve the Non-Conforming Use Permit, Coastal Development Permit and Design Review Permit, County File Number PLN 2014-00352, based on and subject to the required findings and conditions of approval listed in Attachment A.

BACKGROUND

Report Prepared By: Dennis P. Aguirre, Project Planner, Telephone 650/363-1867

Owner/Applicant: Philomena, LLC

Location: Magellan Avenue, Miramar

APN: 048-013-090

Parcel Size: 4,396 sq. ft.

Parcel Legality: Certificate of Compliance Type A (PLN 2014-00056, as recorded on May 1, 2014)

Existing Zoning: R-1/S-94/DR/CD (Single-Family Residential District/S-94 Combining District with 10,000 sq. ft. minimum parcel size/Design Review/Coastal Development)

General Plan Designation: Medium-Low Density Residential (2.4-6.0 dwelling units per acre)

Sphere-of-Influence: City of Half Moon Bay

Existing Land Use: Undeveloped

Water Supply: Coastside County Water District

Sewage Disposal: Granada Community Services District

Flood Zone: Zone VE - Areas subject to inundation by the 1-percent-annual-chance flood event with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses. Mandatory flood insurance purchase requirements and floodplain management standards apply. Community Panel No. 06081 C0255E, effective October 16, 2012.

Environmental Evaluation: This project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act, related to new construction of small structures, including a single-family residence in a residential zone. The project would not result in a significant impact as it is designed to comply with Chapter 35.5 (Flood Hazard Areas) of the San Mateo County Zoning Regulations.

Setting: The parcel is located west of Cabrillo Highway in an area of primarily two-story single-family structures. Within the immediate neighborhood context are developed residential parcels which are also non-conforming relative to the minimum required 10,000 sq. ft. parcel size in the S-94 Zoning District. The project area is generally flat in topography. The parcel is within the Cabrillo Highway (Hwy. 1) County Scenic Corridor and is bounded by the Pacific Ocean westward and Cabrillo Highway eastward. West of this residential area is the CCR (Coastside Commercial Recreation) Zoning District along Mirada Road that spans along the Coastside. Several business establishments that cater to the local community are also located here.

Chronology:

<u>Date</u>	<u>Action</u>
September 17, 2014	- Application submitted.
January 8, 2015	- Coastside Design Review Committee (CDRC) reviews the proposal, recommending redesign of the residence to bring the design into conformance with applicable design standards and to address neighbors' concerns.
February 12, 2015	- The story poles are not reinstalled a minimum of 10 days prior to the regularly scheduled CDRC meeting of February 12, 2015, as required. The applicant requests that the CDRC reschedule the item for project consideration at the meeting of March 12, 2015, to provide ample time for reinstallation of the story poles.
March 12, 2015	- Coastside Design Review Committee recommends approval of the revised design.
May 27, 2015	- Planning Commission public hearing.

DISCUSSION

A. KEY ISSUES

1. Conformance with the County General Plan

Upon review of the provisions of the General Plan, staff has determined that the project complies with all applicable General Plan policies, including the following:

Water Supply Policy 10.10 (*Water Suppliers in Urban Areas*) requires consideration of water systems as the preferred method of water supply in urban areas. The Coastside County Water District (CCWD), as the service provider for this urban area, has confirmed in a comment letter dated October 20, 2014, that a 5/8th-inch (20 gallons per minute) water service connection is available from the Crystal Springs Water Supply Project for this site.

Wastewater Policy 11.5 (*Wastewater Management in Urban Areas*) requires consideration of sewerage systems as the appropriate method of wastewater management in urban areas. The Granada Community Services District (GCSD), as the service provider for this urban area, has provided staff with a project review comment letter, dated October 21, 2014,

indicating that there is a sewer mainline facility available for connection for the subject parcel. The letter further stipulates that based on the non-conformity of the parcel's lot size, the applicant is required to obtain a sewer permit variance approval prior to the issuance of a sewer permit in order to connect to the GCSD wastewater facilities. Condition No. 16 requires the applicant to address this requirement.

General Plan policies regarding scenic corridors (Policy 4.46) and flooding hazards (Policy 15.47) also apply to this project, and are similar to Local Coastal Program policies relevant to these issue areas. The project's compliance with these policies is discussed in Section 2, below.

2. Conformance with the Local Coastal Program

Staff has determined that the project, as conditioned, is in compliance with applicable Local Coastal Program (LCP) policies, including the relevant components discussed below:

a. Locating and Planning New Development Component

Policy 1.18 (*Location of New Development*) directs new development to existing urban areas in order to discourage urban sprawl and maximize the efficiency of public facilities, services and utilities. Also, the policy requires new development to be concentrated in urban areas by requiring the "infilling" of existing residential subdivisions. Policy 1.20 (*Definition of Infill*) defines infill as the development of vacant land in urban areas that is subdivided and zoned for development at densities greater than one dwelling unit per 5 acres, and/or served by sewer and water. The project complies with these policies as the subject property is within the existing residential Shore Acres Subdivision (recorded in 1905) in the urban area of Miramar, where public facilities, services and utilities are available.

Policy 1.23 (*Timing of New Housing Development in the Midcoast*) limits the maximum number of new dwelling units built in the urban Midcoast to 40 units per calendar year so that roads, public services and facilities and community infrastructure are not overburdened resulting from new residential development. Staff estimates that the current building permits to be issued for the calendar year 2015, considering project timing, will not exceed this limit, based on projections and current applications for building permit applications received thus far.

b. Visual Resources Component

Policy 8.12(a) (*General Regulations*) applies the Design Review Zoning District to urbanized areas of the Coastal Zone, which includes Miramar. The project is, therefore, subject to Section 6565.20 of the Zoning Regulations. The Coastsides Design Review Committee (CDRC) considered this project at the regularly scheduled CDRC meetings of January 8 and March 12, 2015, and determined it is in compliance with applicable Design Review Standards, and recommended project approval.

Policy 8.5 (*Location of Development*) requires that new development be located on a portion of a parcel where the development: (1) is least visible from State and County Scenic Roads, (2) is least likely to significantly impact views from public viewpoints, and (3) is consistent with all other LCP requirements, best preserves the visual and open space qualities of the parcel overall. The project site is located approximately 550 feet from Cabrillo Highway and is buffered visually based on its substantial proximity from this scenic artery. The proposed design, style and character of the residence fit the neighborhood mitigating any potential negative scenic impact from the highway. The project site is located within a neighborhood area¹ comprised of two-story residences of similar height and scale. The residential area is also buffered from public viewing locations along the western shoreline by the established businesses located in the Coastsides Commercial Recreation Zoning District. The proposed landscaping provides adequate visual screening of the project to avoid any significant visual impacts from current and future neighbors' view corridors. Also, the potential mass and bulk of the proposed structure are mitigated by adequate articulation of all exterior facades.

Policy 8.13 (*Special Design Guidelines for Coastal Communities*) establishes design guidelines for Montara, Moss Beach, El Granada, and Miramar. The proposed residence complies with these guidelines in the following ways:

- (1) On-site grading is not extensive and only limited to earth movement associated with standard construction activity.
- (2) The proposed residence uses materials with a natural appearance such as Hardi siding, stucco and composition roof shingles.

¹ Established as a 300-foot radius area, per Section 6565.20(B) of the Design Review Standards for One-Family and Two-Family Residential Development in the Midcoast.

- (3) The proposed residence uses gable and hip roofs for the project, utilizing non-reflective, composite roof shingles as the primary roof material.
- (4) The well-proportioned roof mass and enhanced facade articulation help to make the proposed structure compatible with the scale of the homes in the neighborhood.
- (5) The landscape plan has been conditioned to require the use of drought resistant, non-invasive species.

c. Hazards Component

Policy 9.9(b) (*Regulation of Development in Floodplains*) requires that development located within flood hazard areas shall employ the standards, limitations and controls contained in Chapter 35.5 of the San Mateo County Zoning Regulations, Sections 8131, 8132, and 8133 of Chapter 2 and Section 8309 of Chapter 4, Division VII (Building Regulations), and applicable Subdivision Regulations. Structures proposed in areas of special flood hazards are required to be safely elevated above the base flood elevation in order to mitigate potential flooding hazards within surrounding structures. The project is located in Flood Zone VE, which requires that new development be elevated to or above the base flood elevation (BFE) of 30 feet above sea level. Living areas located on the main and upper levels are located 32 feet and 42 feet above sea level, respectively, a minimum of 12 feet above the BFE. The project incorporates structural features, such as breakaway walls, in areas located below the BFE, which includes only the garage and storage areas on the ground level.

3. Conformance with the Half Moon Bay Airport (HAF) Airport Land Use Compatibility Plan (ALUCP)

Upon review of the provisions of the HAF ALUCP for the environs of Half Moon Bay Airport, as adopted by the City/County Association of Governments (C/CAG) on October 9, 2014, staff has determined that the project site is located outside Zone 7 - Airport Influence Area (AIA) where the airport accident risk level is considered low, and also outside of the aircraft noise exposure contours.

4. Conformance with Zoning Regulations

Development Standards

The following table summarizes the project's compliance/non-compliance with the development standards of the R-1/S-94 Zoning District.

S-94 Development Standards	Required	Proposed
Building Site Area	5,000 sq. ft.	4,396 sq. ft.* (See Section 6, Use Permit discussion below)
Building Site Width	50 ft.	40 ft.* (See Section 6, Use Permit discussion below)
Lot Coverage	30% max. (1,319 sq. ft.)	30% (1,319 sq. ft.)
Floor Area	48% max. (2,110 sq. ft.)	48% (2,109 sq. ft.)
Maximum Height of Structure	28 ft.	24 ft.**
Minimum Front Yard Setback	20 ft.	20 ft.
Minimum Right Side Setback	10 ft.	10 ft.
Minimum Left Side Setback	10 ft.	10 ft.
Minimum Rear Yard Setback	20 ft.	23 ft. - 9 in.
Parking	Two covered spaces	Two covered spaces
Facade Articulation	Finding by CDRC	Complies
<p>*Development on an unimproved non-conforming parcel that is less than 50 feet in width or less than 10,000 sq. ft. in size in the R-1/S-94 Zoning District requires a Use Permit per Section 6133.3.b(3) of the County Zoning Regulations.</p> <p>**Where an elevated building is required per Chapter 35.5 (Flood Hazard Areas) of the Zoning Regulations, building height shall be measured as the vertical distance from the "base flood elevation" as identified on the applicable Flood Insurance Rate Map (FIRM), to the topmost point of the building immediately above.</p>		

The proposed total lot coverage is at the maximum allowed of 30% (1,319 sq. ft.), while the total floor area proposed is 47.9% (2,109 sq. ft.) where the maximum allowed is 48% (2,110 sq. ft.). Potential impacts related to the appearance of mass and bulk are mitigated by the appropriate level of articulation of exterior facades. The design of the new structure is complementary to the existing neighborhood context, as supported by the Coastside Design Review Committee's recommendation of approval (see Section 3.b). The proposed project meets the zoning district height standards, and includes a design, scale and size similar to other two-story houses located in the vicinity.

5. Conformance with Flood Hazard Areas Regulation

The project complies with development located within flood hazard areas since it employs the standards, limitations and controls contained in Chapter 35.5 of the San Mateo County Zoning Regulations, Sections 8131, 8132, and 8133 of Chapter 2 and Section 8309 of Chapter 4, Division VII (Building Regulations). Also, the proposed structure is elevated to or above the base

flood elevation (BFE) of 30 feet above sea level, and the use is consistent with the General Plan, permitted by the zoning district where the site is located and all required permits and approvals will be obtained.

6. Conformance with Design Review District Guidelines

The Coastside Design Review Committee (CDRC) considered the project at regularly scheduled CDRC meetings on January 8 and March 12, 2015, and adopted the findings to recommend project approval, pursuant to the Design Review Standards for One-Family and Two-Family Residential Development in the Midcoast, Section 6565.20 of the San Mateo County Zoning Regulations, specifically elaborated as follows:

- a. The proposed architectural style, coastal craftsman, complements the dominant style of the neighborhood homes (Section 6565.20(D)2).
- b. The primary gable/hip roof forms serve both as a mitigating element for mass and bulk and a unifying element for neighborhood roof form compatibility (Section 6565.20(D)3).
- c. The proposed materials, such as Hardi siding and stucco walls, and earth-tone colors as the project's color scheme, make the project compatible with the existing neighborhood design context (Section 6565.20(D)4).
- d. The proposed landscaping layout that includes drought tolerant, native and non-invasive species, and as conditioned, replaces two proposed "Pride of Madeira" shrubs with an alternative non-invasive species, prevents adverse impacts to the site and surrounding areas and maintains the visual integrity of the residence (Section 6565.20(F)1).

7. Conformance with Use Permit Findings

The project requires the issuance of a Non-Conforming Use Permit due to the subject site being less than 50 feet in width and less than 10,000 sq. ft. in size in the R-1/S-94 Zoning District.

Staff's recommendation to approve the project is based on findings pursuant to Section 6133.3.b(3) of the San Mateo County Zoning Regulations elaborated as follows:

- a. **The proposed development is proportioned to the size of the parcel on which it is being built.**

The lot coverage and floor areas remain compliant with the S-94 Zoning District development standards. The total lot coverage of 30%

(1,319 sq. ft.) is at the maximum allowed, while the total floor area proposed of 47.9% (2,109 sq. ft.) is also at the maximum allowed of 48% (2,110 sq. ft.). The potential mass and bulk of the proposed structure are mitigated by adequate articulation of all exterior facades. The proposed project includes a design, scale and size similar to other two-story houses located in the vicinity.

- b. All opportunities to acquire additional contiguous land in order to achieve conformity with the zoning regulations currently in effect have been investigated and proven to be infeasible.**

An effort was undertaken by the owner to explore the possibility of a merger with the adjacent property west of the subject site. On December 30, 2013, an offer to purchase was presented to the owner of the target property, but was declined. Based on this outcome, mitigation of the parcel size non-conformity via a parcel merger strategy has been found to be infeasible (see Attachment E).

- c. The proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible.**

The proposed development conforms with the existing zoning regulations in as many ways as possible for the development of such a small parcel, as discussed in Section 4 above. Specifically, the project complies with all minimum setback requirements, maximum floor area and maximum lot coverage.

- d. The establishment, maintenance, and/or conducting of the proposed use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood.**

The proposed height of 24 feet for the two-story residence, the well-articulated facades, well-proportioned roof mass and proposed adequate setbacks bring the structure into scale with the established neighborhood context. The project would not result in significant impacts to sensitive habitats, visual resources, or coastal access. Adequate infrastructure is available to serve the project.

- e. The use permit approval does not constitute a granting of special privileges.**

While the applicant is required to obtain a use permit for development of the substantially undersized parcel, the parcel is legal and the

project complies with other development standards of the S-94 Zoning District.

B. ENVIRONMENTAL REVIEW

This project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act, related to new construction of small structures, including a single-family residence in a residential zone. The project would not result in a significant impact as it is designed to comply with Chapter 35.5 (Flood Hazard Areas) of the San Mateo County Zoning Regulations.

C. REVIEW BY THE MIDCOAST COMMUNITY COUNCIL

The Midcoast Community Council (MCC) did not forward a response to staff's referral for this project. The MCC has been notified of the Planning Commission's review of this project.

D. REVIEW BY THE CALIFORNIA COASTAL COMMISSION

The California Coastal Commission (CCC) did not forward a response to staff's referral for this project. The CCC has been notified of the Planning Commission's review of this project.

E. REVIEWING AGENCIES

Building Inspection Section
Department of Public Works
Environmental Health Division
Coastside Fire Protection District
Coastside County Water District
Granada Community Services District

ATTACHMENTS

- A. Recommended Findings and Conditions of Approval
- B. Vicinity Map
- C. Project Plans
- D. CDRC Decision Letter, dated May 6, 2015
- E. Offer Letter, dated December 30, 2013
- F. Site Photos

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County of San Mateo
Planning and Building Department

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2014-00352

Hearing Date: May 27, 2015

Prepared By: Dennis P. Aguirre
Project Planner

For Adoption By: Planning Commission

RECOMMENDED FINDINGS

Regarding the Environmental Review, Find:

1. That the proposed project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act, related to new construction of small structures, including single-family residences in a residential zone. The project would not result in a significant impact as it is designed to comply with Chapter 35.5 (Flood Hazard Areas) of the San Mateo County Zoning Regulations.

Regarding the Coastal Development Permit, Find:

2. That the project, as described in the application and accompanying materials required by the Zoning Regulations, Section 6328.4, and as conditioned in accordance with Section 6328.14, conforms with the applicable policies and required findings of the San Mateo County Local Coastal Program (LCP). Specifically, the project complies with policies requiring infill development, regulating development in floodplains and compliance with design review standards and findings.
3. That, with the approval of this project, the number of building permits for the construction of single-family residences issued in the calendar year would not exceed the limitation established by LCP Policy 1.23.

Regarding the Design Review, Find:

4. That, with the conditions of approval recommended by the Coastside Design Review Committee at its meeting of March 12, 2014, the project is in compliance with the Design Review Standards for the Coastside. The project, as designed and conditioned, fits the design, style and character of the neighborhood homes.

The project's two-story proposal is well articulated, uses colors and materials that appear natural and uses downward-directed exterior lighting fixtures.

Regarding the Use Permit, Find:

5. Pursuant to Section 6133.3.b(3) of the San Mateo County Zoning Regulations:
 - a. That the proposed development is proportioned to the size of the parcel on which it is being built. The lot coverage and floor areas remain compliant with the S-94 Zoning District development standards. The total lot coverage of 30% (1,319 sq. ft.) is at the maximum allowed, while the total floor area proposed of 47.9% (2,109 sq. ft.) is also at the maximum allowed of 48% (2,110 sq. ft.). The potential mass and bulk of the proposed structure are mitigated by adequate articulation of all exterior facades. The proposed project includes a design, scale and size similar to other two-story houses located in the vicinity.
 - b. That all opportunities to acquire additional contiguous land in order to achieve conformity with the zoning regulations currently in effect have been investigated and found to be infeasible. An effort was undertaken by the owner to explore the possibility of a merger with the adjacent property west of the subject site. On December 30, 2013, an offer to purchase was presented to the owner of the target property, but was declined. Based on this outcome, mitigation of the parcel size non-conformity via a parcel merger strategy has been proven infeasible.
 - c. That the proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible. The proposed development conforms with the existing zoning regulations in as many ways as possible for the development of such a small parcel as indicated in Section 4 in this staff report.
 - d. That the establishment, maintenance, and/or conducting of the proposed use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. The proposed height of 24 feet for the two-story residence, the well-articulated facades, well-proportioned roof mass and proposed adequate setbacks bring the structure into scale with the established neighborhood context. The project would not result in significant impacts to sensitive habitats, visual resources, or coastal access. Adequate infrastructure is available to serve the project.
 - e. That the use permit approval does not constitute a granting of special privileges. While the applicant is required to obtain a use permit for development of the substantially undersized parcel, the parcel is legal and

the project complies with other development standards of the S-94 Zoning District.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. The project shall be constructed in compliance with the plans approved by the Planning Commission on May 27, 2015. Any changes or revisions to the approved plans shall be submitted to the Design Review Officer for review and approval prior to implementation. Minor adjustments to the project may be approved by the Design Review Officer if they are consistent with the intent of and are in substantial conformance with this approval. Alternatively, the Design Review Officer may refer consideration of the revisions to the Coastside Design Review Committee, with applicable fees to be paid.
2. The Use Permit, Coastal Development Permit and Design Review final approvals shall be valid for five (5) years from the date of approval, in which time a building permit shall be issued and a completed inspection (to the satisfaction of the Building Inspector) shall have occurred within 180 days of its issuance. The Use Permit, Coastal Development Permit and Design Review approval may be extended by one 1-year increment with submittal of an application for permit extension and payment of applicable extension fees sixty (60) days prior to the expiration date.
3. The applicant shall include the approval letter on the top pages of the building plans to ensure that the recommended conditions of approval are included with the on-site plans.
4. The applicant shall indicate the following on plans submitted for a building permit, as stipulated by the Coastside Design Review Committee.
 - a. Replacement of the two proposed "Pride of Madeira" shrubs with an alternative non-invasive species.
5. The applicant shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of

the finished floors relative to the existing natural or to the grade of the site (finished grade).

- c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and Community Development Director.
6. During project construction, the applicant shall, pursuant to Chapter 4.100 of the San Mateo County Ordinance Code, minimize the transport and discharge of stormwater runoff from the construction site into storm drain systems and water bodies by:
- a. Using filtration materials on storm drain covers to remove sediment from dewatering effluent.
 - b. Stabilizing all denuded areas and maintaining erosion control measures continuously between October 1 and April 30.
 - c. Removing spoils promptly, and avoiding stockpiling of fill materials, when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material.
 - d. Storing, handling, and disposing of construction materials and wastes so as to avoid their entry to the storm drain system or water body.

- e. Avoiding cleaning, fueling or maintaining vehicles on-site, except in an area designated to contain and treat runoff.
 - f. Limiting and timing application of pesticides and fertilizers to avoid polluting runoff.
7. The applicant shall include an erosion and sediment control plan on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures, as per County guidelines, to be installed upon the commencement of construction in order to maintain the stability of the site and to prevent erosion and sedimentation off-site.
 8. All new power and telephone utility lines from the street or nearest existing utility pole to the main dwelling and/or any other structure on the property shall be placed underground.
 9. The applicant shall apply for a building permit and shall adhere to all requirements of the Building Inspection Section, the Department of Public Works and the Coastside Fire Protection District (CFPD).
 10. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on-site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Magellan Avenue. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Magellan Avenue. There shall be no storage of construction vehicles in the public right-of-way.
 11. The exterior color samples submitted to the Coastside Design Review Committee are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
 12. Noise levels produced by the proposed construction activity shall not exceed the 80-dBA level at any one moment. Construction activities shall be limited to the hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to

5:00 p.m. on Saturday. Construction operations shall be prohibited on Sunday and any national holiday.

13. Installation of the approved landscape plan is required prior to final inspection.

Building Inspection Section

14. The applicant shall apply for a building permit.

Granada Community Services District (GCSD)

15. Prior to the issuance of a building permit, the applicant shall meet the requirements of GCSD for the issuance of a sewer permit variance for a sewer connection.

Coastside County Water District

16. Prior to the issuance of a building permit, the applicant shall obtain a water service connection to include fire suppression plans for review and approval.

Department of Public Works

17. Prior to the issuance of the building permit or planning permit, the applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.
18. Prior to the issuance of the building permit or planning permit (if applicable), the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities. Between the edge of pavement and the property line, the applicant shall add a continuous

asphalt pavement to conform with existing drainage swale along length of property fronting Magellan Avenue as directed by Public Works.

19. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
20. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.

Coastside Fire Protection District

21. Smoke detectors which are hardwired: As per the California Building Code (CBC), State Fire Marshal Regulations, and Coastside Fire Protection District Ordinance No. 2013-03, the applicant is required to install State Fire Marshal approved and listed smoke detectors which are hardwired, interconnected, and have battery backup. These detectors are required to be placed in each new and reconditioned sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. In existing sleeping rooms, areas may have battery powered smoke alarms. A minimum of one detector shall be placed on each floor. Smoke detectors shall be tested and approved prior to the building final.
22. Add note to plans: Smoke alarms/detectors are to be hardwired, interconnected, or with battery backup. Smoke alarms are to be installed per manufacturer's instruction and NFPA 72.
23. Add note to plans: Escape or rescue windows shall have a minimum net clear openable area of 5.7 sq. ft. Five sq. ft. allowed at grade. The minimum net clear openable height dimension shall be 24 inches. The net clear openable width dimension shall be 20 inches. Finished sill height shall be not more than 44 inches above the finished floor.
24. Add this to plans: Identify rescue windows in each bedroom and verify that they meet all requirements.
25. Occupancy separation: As per the 2010 CBC, Section 406.1.4, a 1-hour occupancy separation wall shall be installed with a solid core, 20-minute fire rated, self-closing door assembly with smoke gasket between the garage and the residence. All electrical boxes installed in rated walls shall be metal protected.
26. New attached garage to meet occupancy separation requirements. Provide note/detail (CRC R302.6).

27. Address numbers: As per Coastside Fire Protection District Ordinance No. 2013-03, building identification shall be conspicuously posted and visible from the street. (TEMPORARY ADDRESS NUMBERS SHALL BE POSTED PRIOR TO COMBUSTIBLES BEING PLACED ON-SITE.) The letters/numerals for permanent address signs shall be 4 inches in height with a minimum 3/4-inch stroke. Such letters/numerals shall be internally illuminated and facing the direction of access. Finished height of bottom of address light unit shall be greater than or equal to 6 feet from the finished grade. When the building is served by a long driveway or is otherwise obscured, a 6-inch by 18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent shall be placed at the entrance from the nearest public roadway. See Fire Ordinance for standard sign.
28. Add the following note to plans: New residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least 6 feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/roadway entrance leading to the building and/or on each individual building shall be required by the Coastside Fire District. This remote signage shall consist of a 6-inch by 18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent.
29. Roof covering: As per Coastside Fire Protection District Ordinance No. 2013-03, the roof covering of every new building or structure, and materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "B" or higher as defined in the current edition of the California Building Code.
30. Vegetation management: As per the Coastside Fire Protection District Ordinance No. 2013-03, the 2013 California Fire Code (CFC) and Public Resources Code 4291, a fuelbreak of defensible space is required around the perimeter of all structures to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. In SRA (State Responsible Area), the fuelbreak is 100 feet or to the property line.
31. Add the following note to the plans: Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 feet above the ground. New trees planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.
32. Add the following note to the plans: Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure. Maintain any tree adjacent to or overhanging a building, free of dead or dying wood.

33. Add the following note to plans: The installation of an approved spark arrester is required on all chimneys, existing and new. Spark arresters shall be constructed of woven or welded wire screening of 12-gauge USA standard wire having openings not exceeding 1/2 inch.
34. Add the following note to plans: A fuel or defensible break is required around the perimeter of all structures, existing and new, to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. This is neither a requirement nor an authorization for the removal of living trees.
35. Fire Access Roads: The applicant must have a maintained asphalt surface road for ingress and egress of fire apparatus. The San Mateo County Department of Public Works, the Coastside Fire District Ordinance No. 2013-03, and the California Fire Code shall set road standards. As per the 2013 CFC, dead-end roads exceeding 150 feet shall be provided with a turnaround in accordance with Coastside Fire Protection District specifications. As per the 2007 CFC, Section Appendix D, road width shall not be less than 20 feet. Fire access roads shall be installed and made serviceable prior to combustibles being placed on the project site and maintained during construction. Approved signs and painted curbs or lines shall be provided and maintained to identify fire access roads and state the prohibition of their obstruction. If the road width does not allow parking on the street (20-foot road) and on-street parking is desired, an additional improved area shall be developed for that use.
36. Fire Hydrant: As per 2013 CFC, Appendix B and C, a fire district approved fire hydrant (Clow 960) must be located within 250 feet of the proposed single-family dwelling unit measured by way of drivable access. As per 2013 CFC, Appendix B, the hydrant must produce a minimum fire flow of 1,000 gallons per minute at 20 pounds per square inch residual pressure for 2 hours. Contact the local water purveyor for water flow details.
37. Automatic Fire Sprinkler System: As per San Mateo County Building Standards and Coastside Fire Protection District Ordinance No. 2103-03, the applicant is required to install an automatic fire sprinkler system throughout the proposed or improved dwelling and garage. All attic access locations will be provided with a pilot head on a metal upright. All areas that are accessible for storage purposes shall be equipped with fire sprinklers including closets and bathrooms. The only exception is small linen closets less than 24 sq. ft. with full depth shelving. The plans for this system must be submitted to the San Mateo County Planning and Building Department or the City of Half Moon Bay. A building permit will not be issued until the plans are received, reviewed and approved. Upon submission of plans, the County or City will forward a complete set to the Coastside Fire Protection District for review. The fee schedule for automatic fire sprinkler systems shall be in accordance with Half Moon Bay Ordinance No. 2006-01. Fees shall be paid prior to plan review.

38. Installation of underground sprinkler pipe shall be flushed and visually inspected by the Coastside Fire Protection District prior to hookup to riser. Any soldered fittings must be pressure tested with trench open.
39. Add note to the title page that the building will be protected by an automatic fire sprinkler system.
40. Exterior bell and interior horn/strobe: These are required to be wired into the required flow switch on your fire sprinkler system. The bell horn/strobe and flow switch, along with the garage door opener, are to be wired into a separate circuit breaker at the main electrical panel and labeled.
41. All fire conditions and requirements must be incorporated into your building plans prior to building permit issuance. It is your responsibility to notify your contractor, architect, and engineer of these requirements.

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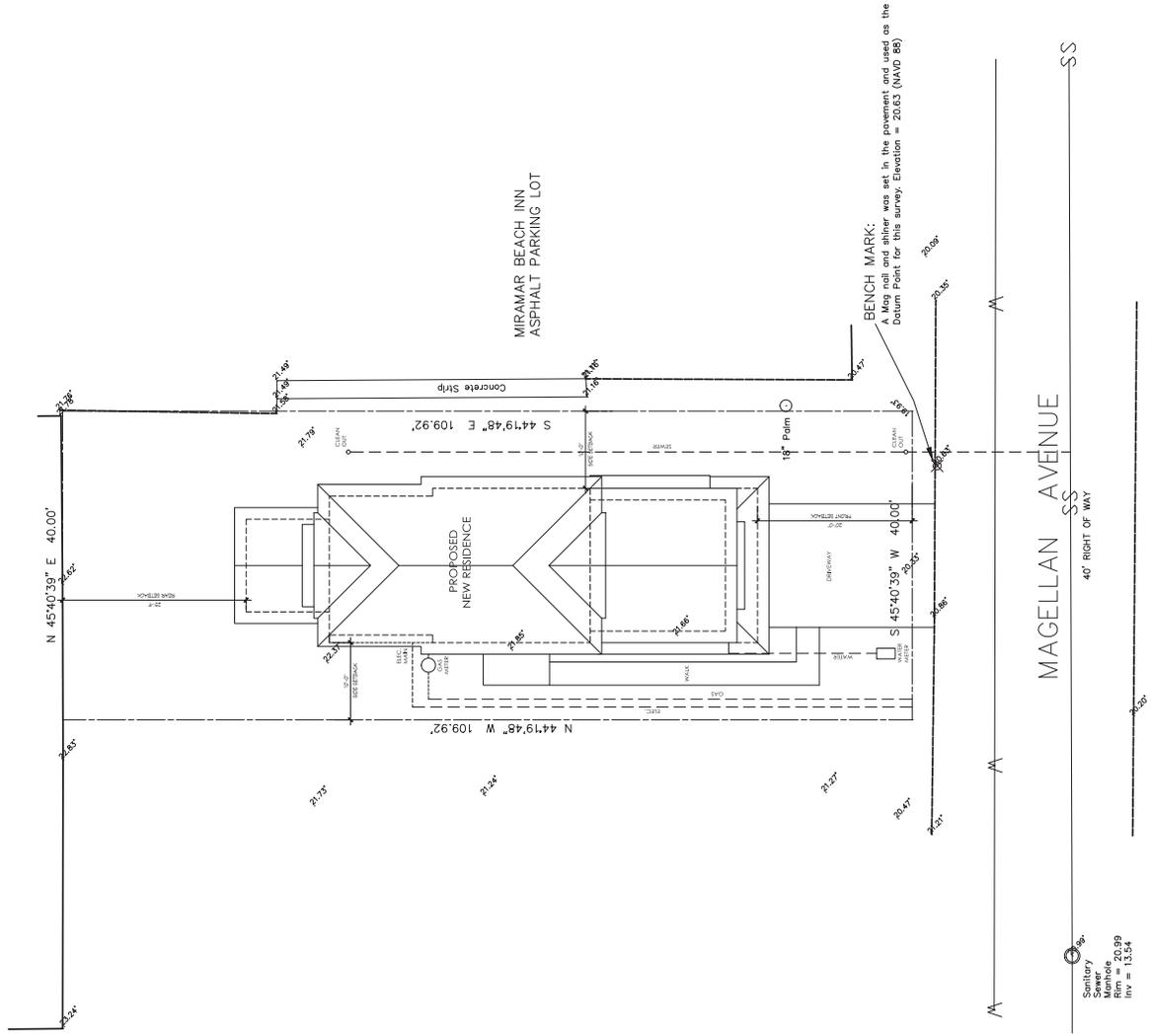
Source: Esri, DigitalGlobe, GeoEye, Earthstar (Earthstar), CNES, Airphoto, IGN, IGP, swisstopo, and the U.S. User Community

San Mateo County Planning Commission Meeting

Owner/Applicant: **PHILOMENA, LLC**

File Numbers: **PLN2014-00352**

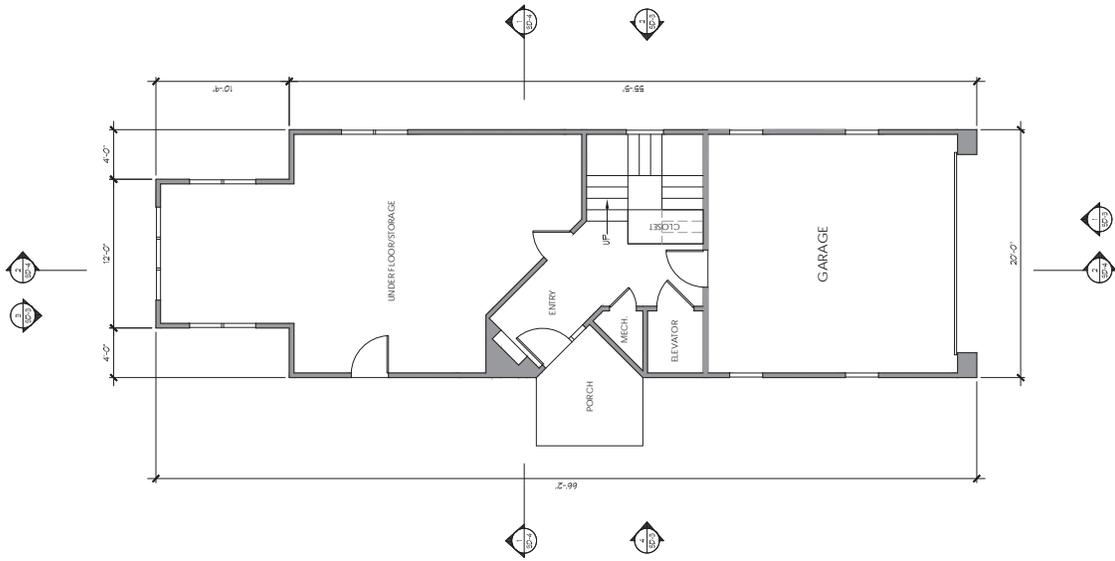
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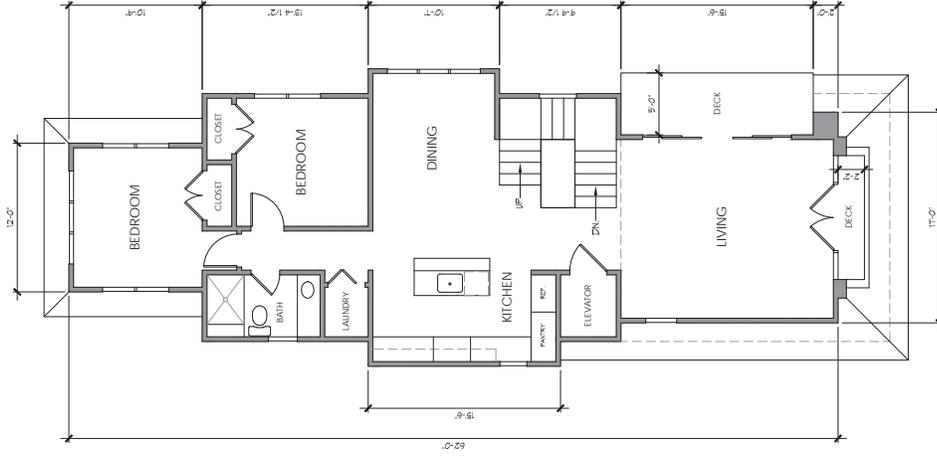
San Mateo County Planning Commission Meeting

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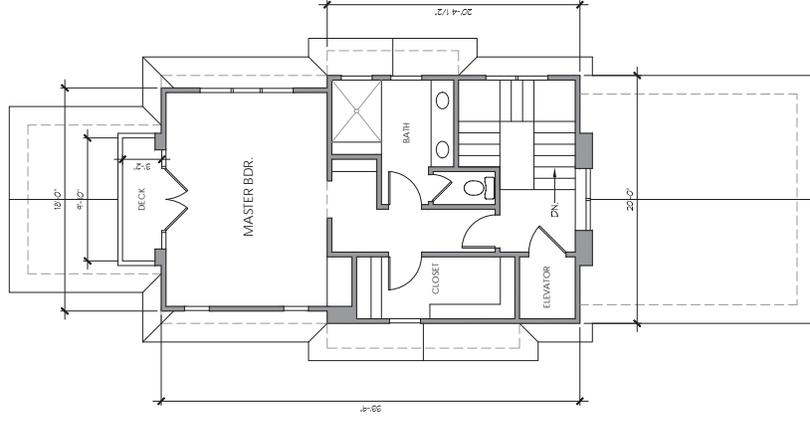
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GROUND LEVEL PLAN 3/16-11-07



MAIN LEVEL PLAN 3/16-11-07



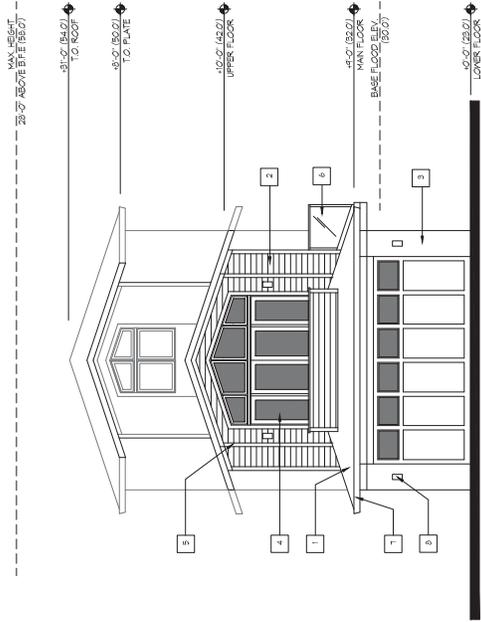
UPPER LEVEL PLAN 3/16-11-07

San Mateo County Planning Commission Meeting

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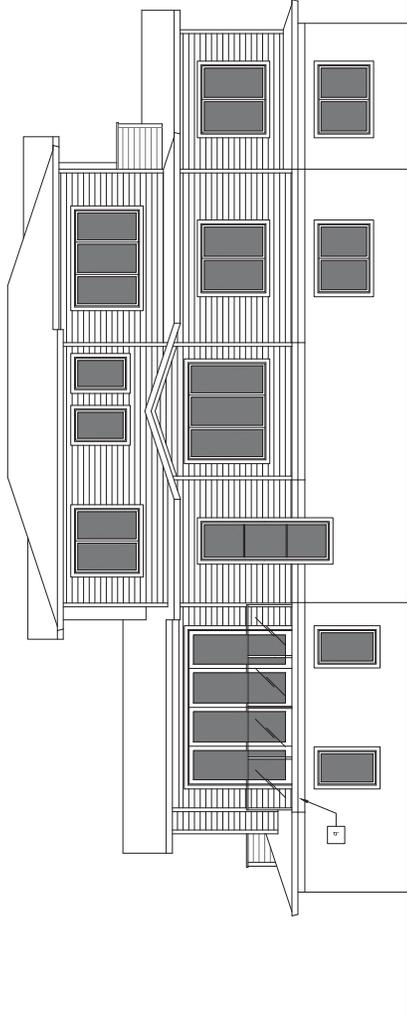
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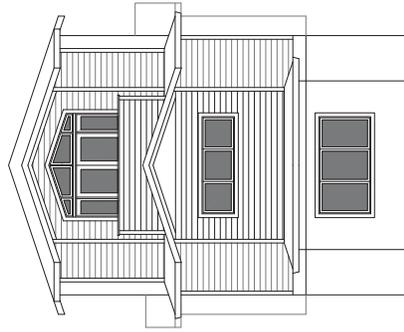
① FRONT ELEVATION
(NORTHWEST)

3/16"=1'-0"



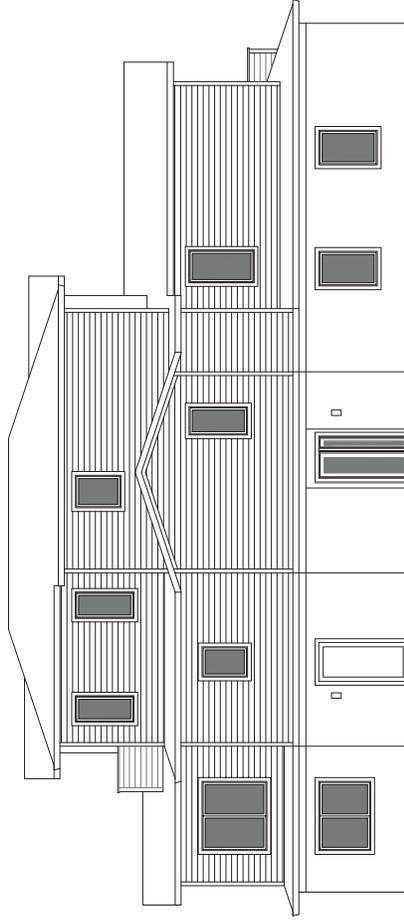
② SIDE ELEVATION
(SOUTHWEST)

3/16"=1'-0"



③ REAR ELEVATION
(SOUTHEAST)

3/16"=1'-0"



④ SIDE ELEVATION
(NORTHEAST)

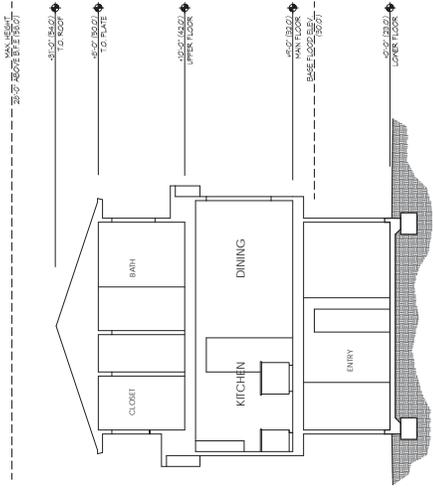
3/16"=1'-0"

San Mateo County Planning Commission Meeting

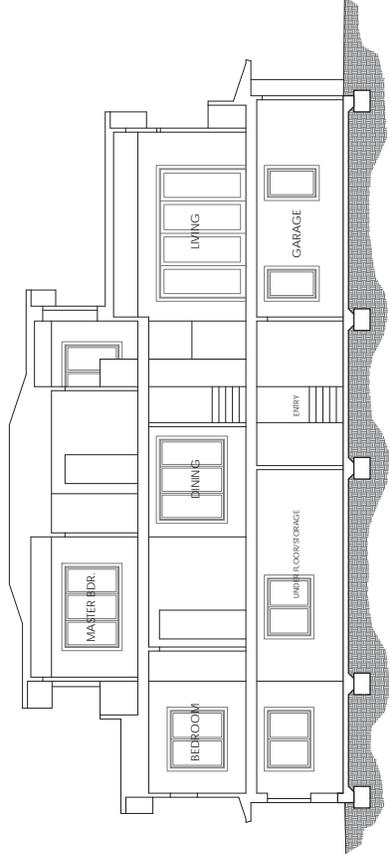
Owner/Applicant: PHILOMENA, LLC

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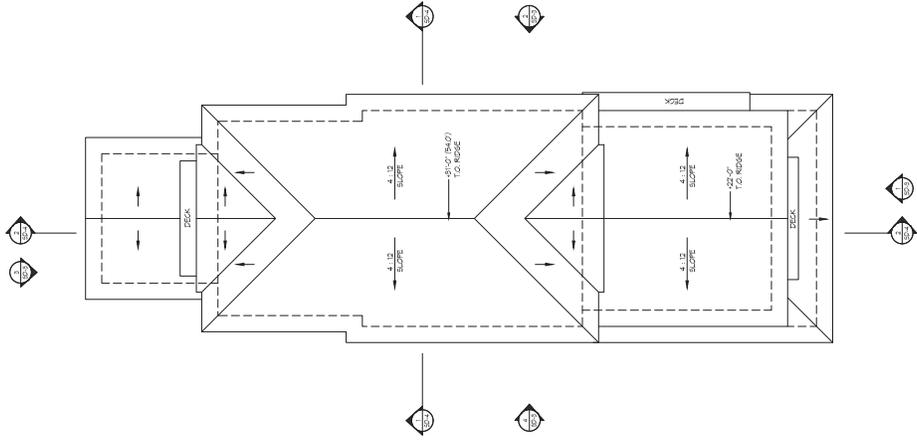
File Numbers: PLN2014-00352



1 SECTION 3/16"=1'-0"



2 SECTION 3/16"=1'-0"



ROOF PLAN 3/16"=1'-0"

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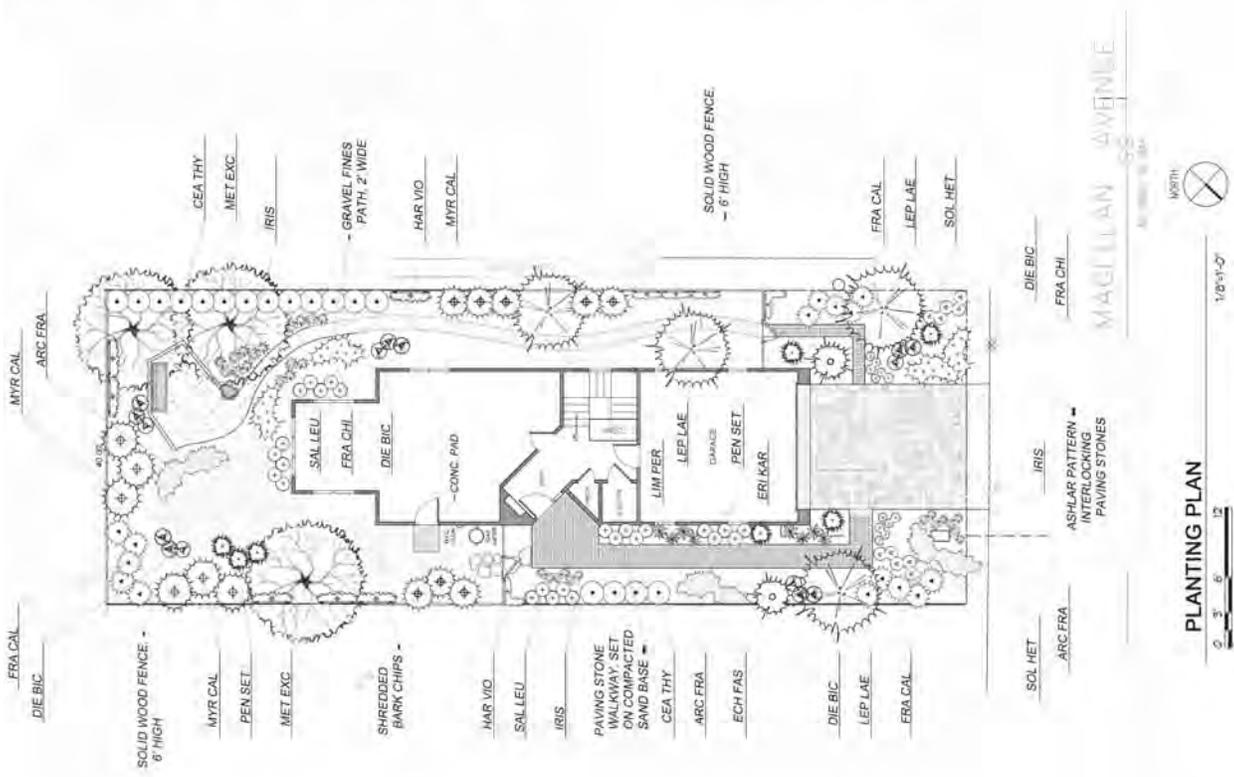
Plant List

No.	Botanical Name	Common Name	Qty*	Size	WI	Plant Type/Remarks
MET EXC	<i>Metrosideros excelsus</i>	New Zealand Christmas Tree	3	15 Gal	L	Eggt Tree
LEP LAE	<i>Lepidospartum laevigatum</i>	Australian Tea Tree	4	15 Gal	L	Eggt Tree multi-trunk
ARC FRA	<i>Acrotychya l.</i>	Fransoon Mangrnia	27	1 Gal	L	Low Shrub
DIE BIC	<i>Dioscorea</i>	Fachshlin	18	1 Gal	L	Low Shrub
CEA THY	<i>Ceanothus thyrsiflorus</i>	Blue Bush	20	5 Gal	L	Eggt Shrub
ERIG KAR	<i>Eriogonum karwinskianum</i>	Santa Barbara Daisy	12	1 Gal	L	Low Shrub
ECH FAS	<i>Eriogonum fasciculatum</i>	Frida de Materra	2	5 Gal	L	Eggt Shrub
FRA CAL	<i>Fragaria californica</i>	California Strawberry	15	5 Gal	M	Eggt Vine
HAR VIO	<i>Hebe x hybrida victoriae</i>	Hebe Victoria	10	5 Gal	M	Low Shrub
IRIS	<i>Iris douglasiana</i>	Douglas Iris	30	1 Gal	L	Low Shrub
LIM FER	<i>Limonium peruvianum</i>	Sea Thrift	8	1 Gal	L	Low Shrub
PEN SET	<i>Penstemon setosus</i>	Penstemon	9	1 Gal	L	Eggt Shrub
SAL LEU	<i>Salvia leucophylla</i>	Autumn Sage	7	5 Gal	L	Grass Plant
SOL HET	<i>Soliva heterophylla</i>	Purple Sage	25	5 Gal	L	Eggt Shrub
FRA CHI	<i>Fragaria chiloensis</i>	Ornamental Strawberry	10	1 Gal	L	Low Shrub
		Strawberry	3	FIN	L	Groundcover

Note 1. Contractor shall verify quantities.
 Note 2. 80% of all plant materials shall be LOW in water consumption per 2013 WUCOLS list.

PLANTING NOTES

- CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES ADMINISTRATION PRIOR TO EXCAVATION AND GRADING.
- ALL PLANTING AREAS SHALL BE CLEARED OF WEEDS AND OTHER DEBRIS. THE CONTRACTOR SHALL VERIFY WITH THE OWNER WHICH EXISTING PLANTS ARE TO REMAIN. EXISTING PLANTS TO BE REMOVED SHALL BE VERIFIED WITH OWNER PRIOR TO REMOVAL. ALL IVY PROJECTS SHALL BE REMOVED. IVY SHALL BE SPRAYED WITH HERBICIDE TWO WEEKS PRIOR TO REMOVAL.
- SOIL TESTING SHALL BE UNDERTAKEN BY THE CONTRACTOR AND PERFORMED BY A LANDSCAPE ARCHITECT. RECOMMENDATIONS FOR AMENDMENTS AND FERTILIZATION SHALL REFLECT THE NUTRIENT REQUIREMENTS OF SPECIFIED PLANT SPECIES.
- SOIL AMENDMENTS SHALL BE FREE OF DEBRIS SUCH AS LITTER, BROKEN CLAY POTS, AND OTHER FOREIGN MATERIALS. SOIL AMENDMENTS SHALL HAVE THE FOLLOWING CONTENT: REDWOOD NUTRIFFED COMPOST 40%, COARSE SAND 30%, BLACK TOPSOIL 30%.
- PLANT HOLES SHALL BE DOUBLE THE SIZE OF THE CONTAINER (generally). THE WALLS AND BOTTOMS OF PLANT HOLES SHALL BE MULCHED WITH THE FOLLOWING MIXTURE: 50% TO 60% IMPORTED SOIL TO EXISTING SOIL.
- SOIL BERMS SHALL BE FORMED AROUND ALL PLANTS 1 GALLON SIZE AND LARGER. BASINS SHALL BE FORMED WITH ALL PLANTS OF BARK CHIPS. MINIMUM OF 18 IN SIZE. PLANTING AREAS SHALL BE COVERED WITH A TWO INCH LAYER OF BARK CHIPS.
- ALL PLANTS SHALL BE FERTILIZED. FERTILIZER SHALL BE COMMERCIALY AVAILABLE TYPE AND SHOULD BE APPLIED TO PLANTS PRIOR TO PLANTING. SOIL AMENDMENTS AND FERTILIZATION SHALL BE UNDERTAKEN BY THE CONTRACTOR AND PERFORMED BY A LANDSCAPE ARCHITECT. APPLICATION SHALL BE ACCORDING TO MANUFACTURERS INSTRUCTIONS.
- TREES SHALL BE STAKED WITH TWO PRESSURE TREATED 2" DIAMETER POLES. TREE TRUNK SHALL BE SECURED WITH TWO RUBBER TIES OR STRAPS FORMING A FIGURE EIGHT BETWEEN TRUNK AND STAKE.



San Mateo County Planning Commission Meeting

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SAN MATEO COUNTYWIDE

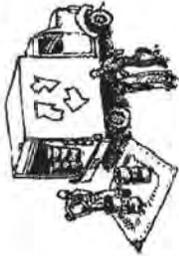
Water Pollution Prevention Program

Clean Water, Healthy Community.

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



- Non-Hazardous Materials**
 - Store and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
 - Use (but don't overuse) reclaimed water for dust control.
- Hazardous Materials**
 - Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
 - Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
 - Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
 - Arrange for appropriate disposal of all hazardous wastes.

Equipment Management & Spill Control



- Maintenance and Parking**
 - Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
 - Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
 - If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and ditches. Recycle or dispose of fluids as hazardous waste.
 - If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not drain, or surface waters.
 - Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.
- Spill Prevention and Control**
 - Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
 - Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
 - Clean up spills or leaks immediately and dispose of cleanup materials properly.
 - Do not hose down surfaces where fluids have spilled.
 - Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
 - Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
 - Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
 - Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill, (1) Dial 911 or your local emergency response number, (2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-2526 (24 hours).

Earthmoving



- Schedule grading and excavation work during dry weather.
- Stabilize all denuded areas, install and maintain temporary erosion control (cover mats or straw) until vegetation is established.
- Remove existing vegetation only when absolutely necessary, and use or plant replacement vegetation for erosion control on slopes as soon as possible, but not immediately planted.
- Prevent sediment from migrating offsite and protect storm drain inlets, grassed waterways, and maintaining existing BMPs, such as filter strips, silt fences, sediment basins, gravel traps, berms, etc.
- Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells.
 - Burial barrels, debris, or tanks.

Paving/Asphalt Work



- Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- Do not use water to wash down fresh asphalt concrete pavement.
- Sawcutting & Asphalt/Concrete Removal**
 - Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
 - Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).
 - If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- Wash wet concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- Protect stockpiled landscaping materials from wind and rain by storing them under a tarp all year-round.
- Stack bagged material on pallets and under cover.
- Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal



- Painting Cleanup and Removal**
 - Never clean brushes or rinse paint rollers into a street, gutter, storm drain, or stream.
 - For water-based paints, paint out brushes to the extent possible, and rinse into a clean water source. Never pour paint down a storm drain.
 - For oil-based paints, paint out brushes to the extent possible and clean with thinner at a service or a drop-off container. Wash and reuse liquids in a separate waste.
 - Paint chips and dust from non-hazardous dry stripping and sanding may be swept up or collected in plastic (dry) cloth and disposed of in a trash.
 - Chemical paint stripping residue and chips containing lead, mercury, or inorganic lead based paint removal requires a state-certified contractor.

Dewatering



- Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- Divert run-on water from offsite away from all disturbed areas.
- When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

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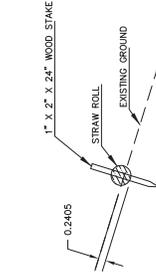
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STANDARD NOTES EROSION CONTROL PLAN

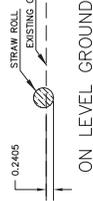
- OWNER: TOM CAREY
IT SHALL BE THE OWNER'S RESPONSIBILITY TO MAINTAIN CONTROL OF THE ENTIRE CONSTRUCTION OPERATION AND TO ENSURE THAT ALL EROSION CONTROL MEASURES ARE IN COMPLIANCE WITH THE SOIL EROSION CONTROL MEASURES.
- CIVIL ENGINEER: SCOTT HOFFMAN
BAY LAND CONSULTING, INC. 408 S. SANTA CLARA, CA
PH: 408-298-8000. EMAIL: scott@bayland.com
- PERFORM CLEARING AND EARTH-MOVING ACTIVITIES ONLY DURING WET WEATHER. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO EROSION AND EARTH-MOVING ACTIVITIES AND CONSTRUCTION.
- MEASURES TO ENSURE ADEQUATE EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED IN ALL DENUDED AREAS AND MAINTAIN EROSION CONTROL MEASURES CONTINUOUSLY BETWEEN OCTOBER 1 AND APRIL 30.
- STORE, HANDLE, AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTEWATER PROPERLY, SO AS TO PREVENT THEIR CONTACT WITH STORMWATER.
- DO NOT DISCHARGE OR RELEASE OF ALL POTENTIAL POLLUTANTS INCLUDING PAVEMENT CUTTING WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASH WATER OR OILS, AND WASTEWATER TO STORM DRAINS AND WATERCOURSES.
- AVOID CLEANING, FUELING, OR MAINTAINING VEHICLES ON-SITE, EXCEPT IN A DESIGNATED AREA WHERE WASH WATER IS CONTAINED AND TREATED.
- LIMIT AND TIME APPLICATIONS OF PESTICIDES AND FERTILIZERS TO PREVENT POLLUTED RUNOFF.
- LIMIT CONSTRUCTION ACCESS ROUTES TO STABILIZED, DESIGNATED ACCESS POINTS.
- AVOID TRACKING DIRT OR OTHER MATERIALS OFF-SITE, CLEAN METHODS, PAVED AREAS AND SIDEWALKS USING DRY SWEEPING.
- CONSTRUCTION SITES ARE REQUIRED TO HAVE EROSION CONTROL MATERIALS ON-SITE DURING THE "OFF-SEASON".
- DUST CONTROL IS REQUIRED YEAR-ROUND.
- EROSION CONTROL MATERIALS SHALL BE STORED ON-SITE.
- USE OF PLASTIC SHEETING BETWEEN OCTOBER 1ST AND APRIL 30TH IS PROHIBITED. THE STOCKPILE IS ALSO PROTECTED WITH FIBER ROLLS CONTAINING THE BASE OF THE STOCKPILE.
- THE TREE PROTECTION SHALL BE IN PLACE BEFORE ANY GRADING, EXCAVATING OR GRUBBING IS STARTED.
- INLET PROTECTION SHALL BE INSTALLED AT OPEN INLETS TO STORM DRAINS AND CATCH BASINS. ALL OPEN INLETS NOT USED IN CONJUNCTION WITH EROSION CONTROL ARE TO BE BLOCKED TO PREVENT ENTRY OF SEDIMENT.
- THIS EROSION AND SEDIMENT CONTROL PLAN MAY NOT COVER UNANTICIPATED FIELD CONDITIONS, VARIATIONS, AND ADDITIONS MAY BE MADE TO THIS PLAN IN THE FIELD. NOTIFY THE COUNTY REPRESENTATIVE OF ANY FIELD CHANGES.

MAINTENANCE NOTES

- MAINTENANCE IS TO BE PERFORMED AS FOLLOWS:
 - REPAIR DAMAGES CAUSED BY SOIL EROSION OR CONSTRUCTION AT THE END OF EACH WORKING DAY.
 - SWALES SHALL BE INSPECTED PERIODICALLY AND MAINTAINED AS NEEDED.
 - SMALL GULLIES ARE TO BE INSPECTED AFTER EACH STORM AND REPAIRS MADE AS NEEDED.
 - SEDIMENT SHALL BE REMOVED AND SEDIMENT TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A DEPTH OF 1 FOOT.
 - SEDIMENT TRAPS SHALL BE MAINTAINED AND REPAIRED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 - RILLS AND GULLIES MUST BE REPAIRED.
- SAND BAG INLET PROTECTION SHALL BE CLEANED OUT WHENEVER SEDIMENT DEPTH IS ONE HALF THE HEIGHT OF ONE SAND BAG.



ON SLOPES



ON LEVEL GROUND

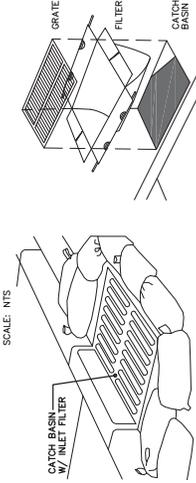
- PLACE STRAW ROLL IN TRENCH EXCAVATED 3" (0.024') DEEPER THAN THE ROLL. THE ROLL MUST BE ALLOWED TO LAY UNDER OR AROUND ROLLS TO BE INSTALLED AS POSSIBLE. GIVE ENDS UPHILL AT THE ENDS.
- ABOUT ADJACENT ROLLS TIGHTLY.

STRAW ROLL OR FIBER ROLL

SCALE: NTS

INLET PROTECTION IN UNPAVED AREAS

SCALE: NTS



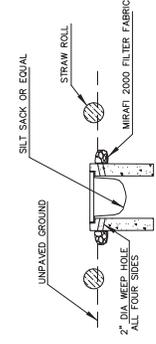
CATCH BASIN INLET FILTER

SCALE: NTS

- NOTES:**
- THE DISTURBED AREA TO THE GRADE OF THE DROP INLET AND SMOOTH AND COMPACT IT. AROUND THE INLET.
 - PROPERLY DISPOSE OF ACCUMULATED SEDIMENT.
 - INSPECT ALL INLET PROTECTION DEVICES BEFORE THROUGHOUT THE RAIN SEASON. DURING EXTENDED DRAINS, LEVELS, INLET PROTECTION DEVICES SHALL BE INSPECTED.
 - GRADE ALL INLET PROTECTION DEVICES WITHIN THIRTY DAYS AFTER THE SITE IS STABILIZED, OR WHEN INLET PROTECTIONS IS NO LONGER REQUIRED.

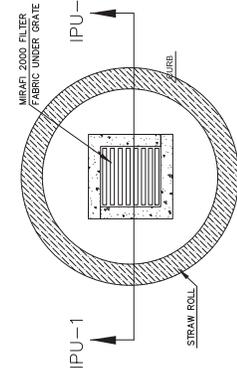
STORM DRAIN INLET PROTECTION

SCALE: NONE



SECTION IPU-1

NOT TO SCALE



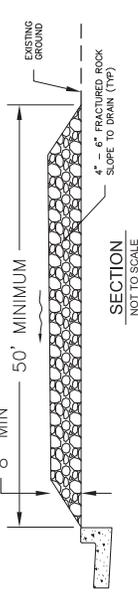
SECTION IPU-1

NOT TO SCALE

NOTE: MAX. DEPTH OF BED IS LIMITED TO 2 FT. & BED MUST BE LOCATED AT LEAST 10 FT AWAY FROM NEAREST PROPERTY LINE & INLET. EST. DIMENSIONS OF GRAVEL BED:

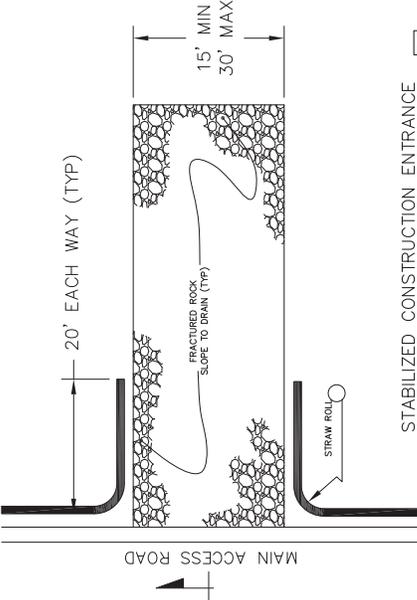
WIDTH = 4 FT
LENGTH = 4 FT
DEPTH = 2 FT

PER DETAIL BELOW



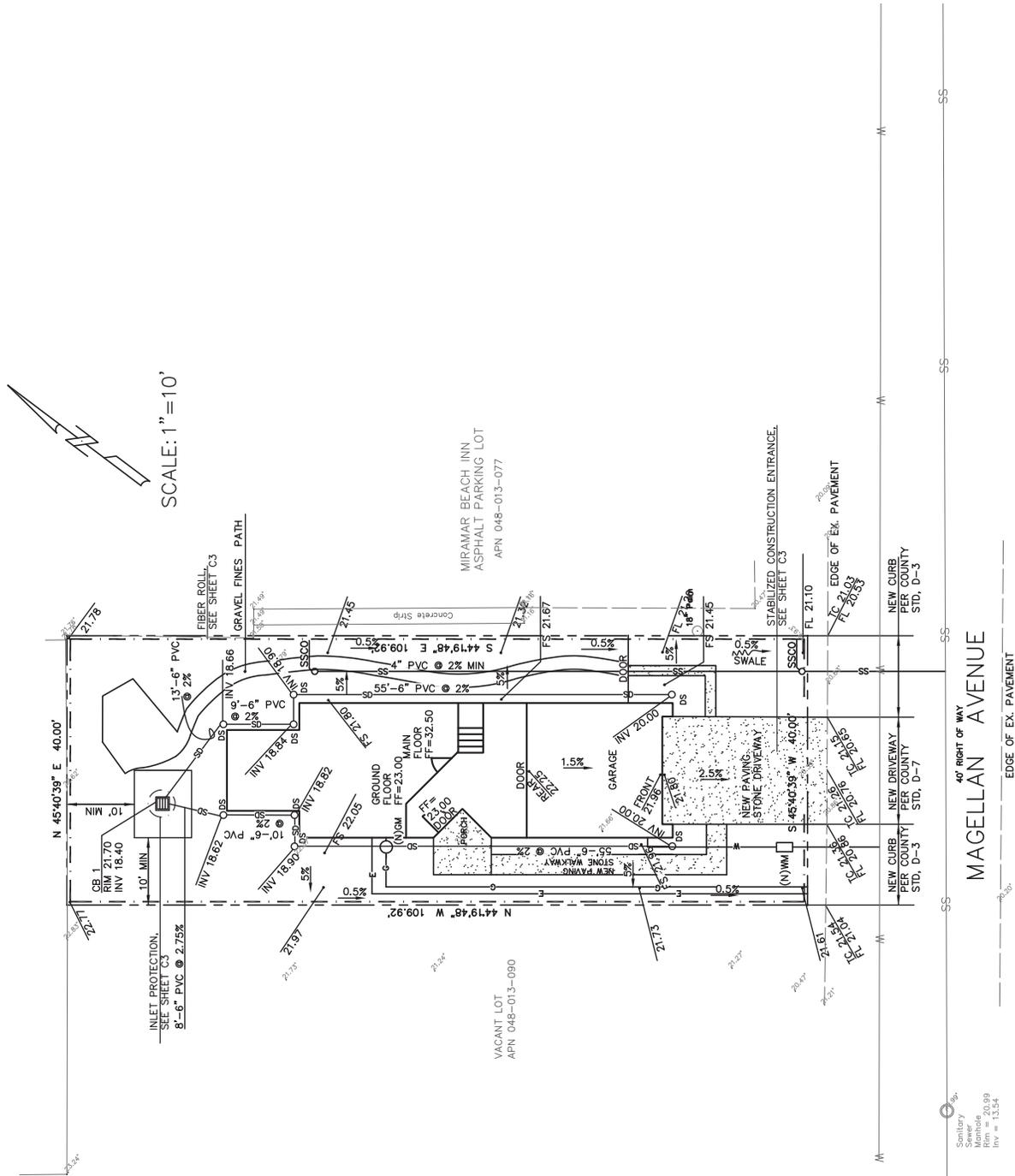
SECTION

NOT TO SCALE



STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE



Sanitary
 Sewer
 Manhole
 Rim = 20.99
 Inv = 13.54

40' RIGHT OF WAY
 MAGELLAN AVENUE
 EDGE OF EX. PAVEMENT

San Mateo County Planning Commission Meeting

Owner/Applicant: PHILOMENA, LLC
 File Numbers: PLN2014-00352

Attachment: C

May 6, 2015

ATTACHMENT D

Steve Kellond
20640 Third Street, Suite 500
Saratoga, CA 95070

Dear Mr. Kellond:

SUBJECT: Coastside Design Review Recommended Approval
Magellan Avenue, Miramar
APN 037-183-270; County File No. PLN 2014-00352

At its meetings of February 12, 2015 and March 12, 2015, the San Mateo County Coastside Design Review Committee (CDRC) considered your application for design review recommendation to allow construction of a 1,709 sq. ft. new two-story, single-family residence, plus a 400 sq. ft. detached two-car garage, on an existing 4,396 sq. ft. legal parcel, as part of a Non-Conforming Use Permit and Coastal Development Permit. The Non-Conforming Use Permit is required, pursuant to Section 6133.3b of the San Mateo County Zoning Regulations, to allow the development of an unimproved non-conforming legal parcel that is less than 5,000 sq. ft., where the minimum parcel size is 10,000 sq. ft. No trees are proposed for removal. The project is located in the Special Flood Hazard Area (Zone VE) and is not appealable to the California Coastal Commission.¹

Based on the plans, application forms and accompanying materials submitted, on March 12, 2015, the Coastside Design Review Committee **recommended approval** of your project based on and subject to the following findings and recommended conditions of approval:

FINDINGS

The Coastside Design Review Officer found that:

1. For the Environmental Review

This project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA), Section 15303, Class 3(a), relating to the construction of new structures.

¹ Prior noticing stated in error that the Coastal Development Permit was appealable to the California Coastal Commission (CCC). The site is not located in the CCC appeals jurisdiction.



The Coastside Design Review Committee found that:

2. For the Design Review

This project has been reviewed under and found to be in compliance with the Design Review Standards for One-Family and Two-Family Residential Development in the Midcoast, Section 6565.20 of the San Mateo County Zoning Regulations, specifically elaborated as follows:

- a. The proposed architectural style, coastal craftsman, complements the dominant style of the neighborhood homes (Section 6565.20(D)2).
- b. The primary gable/hip roof forms serve both as a mitigating element for mass and bulk and a unifying element for neighborhood roof form compatibility (Section 6565.20(D)3).
- c. The proposed materials, such as Hardi siding and stucco walls, and earth-tone colors as the project's color scheme, make the project compatible with the existing neighborhood design context (Section 6565.20(D)4).
- d. The proposed landscaping layout that includes drought tolerant, native and non-invasive species, and, as conditioned, replaces two proposed "Pride of Madeira" shrubs with an alternative non-invasive species, prevents adverse impacts to the site and surrounding areas, and maintains the visual integrity of the residence (Section 6565.20(F)1).

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. The project shall be constructed in compliance with the plans recommended for approval by the CDRC on March 12, 2015 and as approved by the Planning Commission. Any changes or revisions to the approved plans shall be submitted to the Design Review Officer for review and approval prior to implementation. Minor adjustments to the project may be approved by the Design Review Officer if they are consistent with the intent of and are in substantial conformance with this approval.
2. The Coastal Development Permit and design review final approval shall be valid for five (5) years from the date of approval, in which time a building permit shall be issued and a completed inspection (to the satisfaction of the Building Inspector) shall have occurred within 180 days of its issuance. The design review approval may be extended by one 1-year increment with submittal of an application for permit extension and payment of applicable extension fees sixty (60) days prior to the expiration date.

3. The applicant shall include the recommended approval letter on the top pages of the building plans to ensure that the recommended conditions of approval are included with the on-site plans.
4. The applicant shall indicate the following on plans submitted for a building permit, as stipulated by the Coastside Design Review Committee:
 - a. Replace two proposed "Pride of Madeira" shrubs with an alternative non-invasive species.
5. The applicant shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set

of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.

6. During project construction, the applicant shall, pursuant to Chapter 4.100 of the San Mateo County Ordinance Code, minimize the transport and discharge of stormwater runoff from the construction site into storm drain systems and water bodies by:
 - a. Using filtration materials on storm drain covers to remove sediment from dewatering effluent.
 - b. Stabilizing all denuded areas and maintaining erosion control measures continuously between October 1 and April 30.
 - c. Removing spoils promptly, and avoiding stockpiling of fill materials, when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material.
 - d. Storing, handling, and disposing of construction materials and wastes so as to avoid their entry to the storm drain system or water body.
 - e. Avoiding cleaning, fueling or maintaining vehicles on-site, except in an area designated to contain and treat runoff.
 - f. Limiting and timing application of pesticides and fertilizers to avoid polluting runoff.
7. The applicant shall include an erosion and sediment control plan on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures, as per County guidelines, to be installed upon the commencement of construction in order to maintain the stability of the site and to prevent erosion and sedimentation off-site.
8. All new power and telephone utility lines from the street or nearest existing utility pole to the main dwelling and/or any other structure on the property shall be placed underground.
9. The applicant shall apply for a building permit and shall adhere to all requirements of the Building Inspection Section, the Department of Public Works and the Coastside Fire Protection District (CFPD).
10. No site disturbance shall occur, including any grading or tree removal, until a building permit has been issued, and then only those trees approved for removal shall be removed.

11. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on-site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Magellan Avenue. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Magellan Avenue. There shall be no storage of construction vehicles in the public right-of-way.
12. The exterior color samples submitted to the Coastside Design Review Committee are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
13. Noise levels produced by the proposed construction activity shall not exceed the 80-dBA level at any one moment. Construction activities shall be limited to the hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. Construction operations shall be prohibited on Sunday and any national holiday.
14. Installation of the approved landscape plan is required prior to final inspection.

Building Inspection Section

15. The applicant shall apply for a building permit.

Granada Community Services District

16. Prior to the issuance of a building permit, the applicant shall obtain a sewer permit for a sewer connection via the required approval of a sewer permit variance.

Coastside County Water District

17. Prior to the issuance of a building permit, the applicant shall obtain a water service connection to include fire suppression plans for review and approval.

Department of Public Works

18. Prior to the issuance of the building permit or planning permit, the applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.
19. Prior to the issuance of the building permit or planning permit (if applicable), the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities. Between the edge of pavement and the property line, the applicant shall add a continuous asphalt pavement to conform with existing drainage swale along length of property fronting Magellan Avenue as directed by Public Works.
20. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
21. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.

Coastside Fire Protection District

22. Smoke detectors which are hardwired: As per the California Building Code (CBC), State Fire Marshal Regulations, and Coastside Fire Protection District Ordinance No. 2013-03, the applicant is required to install State Fire Marshal approved and listed smoke detectors which are hardwired, interconnected, and have battery backup. These detectors are required to be placed in each new and reconditioned

- sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. In existing sleeping rooms, areas may have battery powered smoke alarms. A minimum of one detector shall be placed on each floor. Smoke detectors shall be tested and approved prior to the building final.
23. Add note to plans: Smoke alarms/detectors are to be hardwired, interconnected, or with battery backup. Smoke alarms are to be installed per manufacturer's instruction and NFPA 72.
 24. Add note to plans: Escape or rescue windows shall have a minimum net clear openable area of 5.7 sq. ft. Five sq. ft. allowed at grade. The minimum net clear openable height dimension shall be 24 inches. The net clear openable width dimension shall be 20 inches. Finished sill height shall be not more than 44 inches above the finished floor.
 25. Add this to plans: Identify rescue windows in each bedroom and verify that they meet all requirements.
 26. Occupancy separation: As per the 2010 CBC, Section 406.1.4, a one-hour occupancy separation wall shall be installed with a solid core, 20-minute fire rated, self-closing door assembly with smoke gasket between the garage and the residence. All electrical boxes installed in rated walls shall be metal protected.
 27. New attached garage to meet occupancy separation requirements. Provide note/detail (CRC R302.6).
 28. Address numbers: As per Coastside Fire Protection District Ordinance No. 2013-03, building identification shall be conspicuously posted and visible from the street. (TEMPORARY ADDRESS NUMBERS SHALL BE POSTED PRIOR TO COMBUSTIBLES BEING PLACED ON-SITE.) The letters/numerals for permanent address signs shall be 4 inches in height with a minimum 3/4-inch stroke. Such letters/numerals shall be internally illuminated and facing the direction of access. Finished height of bottom of address light unit shall be greater than or equal to 6 feet from the finished grade. When the building is served by a long driveway or is otherwise obscured, a 6-inch by 18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent shall be placed at the entrance from the nearest public roadway. See Fire Ordinance for standard sign.
 29. Add the following note to plans: New residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least 6 feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/roadway entrance leading to the building and/or on each individual building shall be required by the Coastside Fire District. This remote signage shall consist of a 6-inch by

18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent.

30. Roof covering: As per Coastside Fire Protection District Ordinance No. 2013-03, the roof covering of every new building or structure, and materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "B" or higher as defined in the current edition of the California Building Code.
31. Vegetation management: As per the Coastside Fire Protection District Ordinance No. 2013 03, the 2013 California Fire Code (CFC) and Public Resources Code 4291, a fuelbreak of defensible space is required around the perimeter of all structures to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. In SRA (State Responsible Area), the fuelbreak is 100 feet or to the property line.
32. Add the following note to the plans: Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 feet above the ground. New trees planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.
33. Add the following note to the plans: Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure. Maintain any tree adjacent to or overhanging a building, free of dead or dying wood.
34. Add the following note to plans: The installation of an approved spark arrester is required on all chimneys, existing and new. Spark arresters shall be constructed of woven or welded wire screening of 12-gauge USA standard wire having openings not exceeding 1/2 inch.
35. Add the following note to plans: A fuel or defensible break is required around the perimeter of all structures, existing and new, to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. This is neither a requirement nor an authorization for the removal of living trees.
36. Fire Access Roads: The applicant must have a maintained asphalt surface road for ingress and egress of fire apparatus. The San Mateo County Department of Public Works, the Coastside Fire District Ordinance No. 2013-03, and the California Fire Code shall set road standards. As per the 2013 CFC, dead-end roads exceeding 150 feet shall be provided with a turnaround in accordance with Coastside Fire Protection District specifications. As per the 2007 CFC, Section Appendix D, road width shall not be less than 20 feet. Fire access roads shall be installed and made serviceable prior to combustibles being placed on the project site and maintained during construction. Approved signs and painted curbs or lines shall be provided and maintained to identify fire access roads and state the

prohibition of their obstruction. If the road width does not allow parking on the street (20-foot road) and on-street parking is desired, an additional improved area shall be developed for that use.

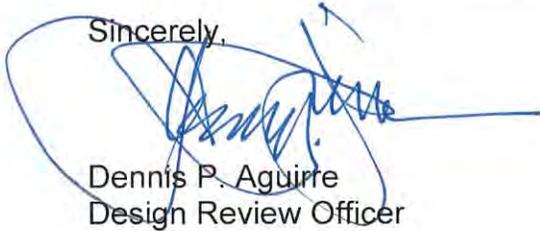
37. Fire Hydrant: As per 2013 CFC, Appendix B and C, a fire district approved fire hydrant (Clow 960) must be located within 250 feet of the proposed single-family dwelling unit measured by way of drivable access. As per 2013 CFC, Appendix B, the hydrant must produce a minimum fire flow of 1,000 gallons per minute at 20 pounds per square inch residual pressure for 2 hours. Contact the local water purveyor for water flow details.
38. Automatic Fire Sprinkler System: As per San Mateo County Building Standards and Coastside Fire Protection District Ordinance No. 2103-03, the applicant is required to install an automatic fire sprinkler system throughout the proposed or improved dwelling and garage. All attic access locations will be provided with a pilot head on a metal upright. All areas that are accessible for storage purposes shall be equipped with fire sprinklers including closets and bathrooms. The only exception is small linen closets less than 24 sq. ft. with full depth shelving. The plans for this system must be submitted to the San Mateo County Planning and Building Department or the City of Half Moon Bay. A building permit will not be issued until the plans are received, reviewed and approved. Upon submission of plans, the County or City will forward a complete set to the Coastside Fire Protection District for review. The fee schedule for automatic fire sprinkler systems shall be in accordance with Half Moon Bay Ordinance No. 2006-01. Fees shall be paid prior to plan review.
39. Installation of underground sprinkler pipe shall be flushed and visually inspected by the Coastside Fire Protection District prior to hookup to riser. Any soldered fittings must be pressure tested with trench open.
40. Add note to the title page that the building will be protected by an automatic fire sprinkler system.
41. Exterior bell and interior horn/strobe: These are required to be wired into the required flow switch on your fire sprinkler system. The bell horn/strobe and flow switch, along with the garage door opener, are to be wired into a separate circuit breaker at the main electrical panel and labeled.
42. All fire conditions and requirements must be incorporated into your building plans prior to building permit issuance. It is your responsibility to notify your contractor, architect, and engineer of these requirements.

Please note that the decision of the Coastside Design Review Committee is a recommendation regarding the project's compliance with design review standards, not the final decision on this project, which requires a Coastal Development Permit. The

decisions on the Non-Conforming Use Permit, Coastal Development Permit and Design Review Permit will take place at or after a Planning Commission meeting on May 27, 2015. For more information, please contact the project planner, Dennis P. Aguirre, at 650/363-1867, or by email at daguirre@smcgov.org.

To provide feedback, please visit the Department's Customer Survey at the following link: <http://planning.smcgov.org/survey>.

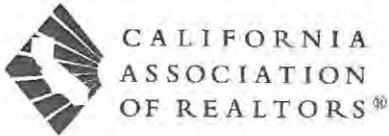
Sincerely,



Dennis P. Aguirre
Design Review Officer

DPA:fc/jlh – DPAZ0331_WFN.DOCX

cc: Dianne Whitaker, Architect
Linda Montalto Patterson (Acting Miramar Community Representative at this Meeting)
Tom Carey
Lisa Ketcham
Laura Stein
Chris Johnson
Mark Harrison



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 4/10)

Date December 30, 2013

1. OFFER:

- A. THIS IS AN OFFER FROM Philomena LLC ("Buyer").
B. THE REAL PROPERTY TO BE ACQUIRED is described as APN# 048-013-080 Magellan Avenue INC SMC (HMB), CA 94019
C. THE PURCHASE PRICE offered is One Hundred Twenty-Five Thousand (Dollars \$ 125,000.00)
D. CLOSE OF ESCROW shall occur on March 30, 2013 (date) (or Days After Acceptance).

2. AGENCY:

- A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal.
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent N/A (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent N/A (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1,000.00

- (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer, or Other within 3 business days after acceptance (or Other);
OR (2) (If checked) Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to First American Title. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after Acceptance (or Other).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance, or Other.

C. LOAN(S)

- (1) FIRST LOAN in the amount of \$ This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % of the loan amount.

D. ADDITIONAL FINANCING TERMS: All cash at close of escrow.

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 124,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 125,000.00

Buyer's Initials (JAE) ()

Seller's Initials () ()

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Reviewed by Date



G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing remove the loan contingency or cancel this Agreement;

OR (ii) if checked the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (or (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or _____) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

(1) Buyer Seller shall pay to have existing septic or private sewage disposal system, if any, inspected N/A

(2) Buyer Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal _____

(3) Buyer Seller shall pay to have existing wells, if any, tested for water potability and productivity N/A

Buyer's Initials (MC) (_____)

Seller's Initials (_____) (_____)



- (4) Buyer Seller shall pay to have Property corners identified _____
- (5) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____
- (6) Buyer Seller shall pay for the following inspection or report _____
- (7) Buyer Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee _____
Escrow Holder shall be First American Title Company
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 15E _____
Owner's title policy to be issued by First American Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
- (2) Buyer Seller shall pay City transfer tax or transfer fee _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fees _____
- (4) Buyer Seller shall pay HOA document preparation fees _____
- (5) Buyer Seller shall pay for _____
- (6) Buyer Seller shall pay for _____

5. **POSSESSION AND KEYS:** Possession shall be delivered to Buyer at 5PM or _____ AM PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

- A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 19, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. **WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
 - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

Buyer's Initials (ME) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



8. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

- A. **SELLER HAS: 7** (or _____) **Days After Acceptance** to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3** (or _____) **Days After Acceptance** to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures") and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

9. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**

10. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least **7** (or _____) **Days** prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

11. ITEMS INCLUDED AND EXCLUDED:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. **ITEMS INCLUDED IN SALE:**
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) The following items: _____
 - (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 - (4) All items included shall be transferred free of liens and without Seller warranty.

C. **ITEMS EXCLUDED FROM SALE:** _____

12. CONDITION OF PROPERTY: Unless otherwise agreed: (i) the Property is sold (a) in its **PRESENT physical ("as-is") condition as of the date of Acceptance** and (b) **subject to Buyer Investigation rights**; (ii) the Property is to be maintained in substantially the same condition as of the date of Acceptance and (iii) (If checked) All debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. SELLER SHALL, within the time specified in paragraph 19, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE ALL OTHER DISCLOSURES REQUIRED BY LAW.**
- B. Buyer has the right to inspect the Property and, as specified in paragraph 19B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

13. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

Buyer's Initials (gje) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



- D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 13, UNLESS OTHERWISE AGREED IN WRITING.**
- E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 14. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**
 - A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 19A, complete and provide Buyer with a:

<input type="checkbox"/> Seller Vacant Land Questionnaire (C.A.R. Form VLQ)	
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 - B. **Addenda (if checked):**

<input type="checkbox"/> Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)	<input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Purchase Agreement Addendum (C.A.R. Form PAA)	<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other _____
 - C. **Advisories (If checked):**

<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
 - D. **Other Terms:** Buyer is a licensed Real Estate Broker and is a principal in this transaction.

Buyer's Initials (OP) (_____)

Seller's Initials (_____) (_____)



15. TITLE AND VESTING:

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

16. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
- 17. **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).
- 18. **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or, if checked, this contingency shall remain in effect until Close Of Escrow of the Property).
- 19. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER HAS: 7** (or _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 4, 6A and B, 7, 8A, 12A, 14A and B, and 15. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) **BUYER HAS: 17** (or _____) Days After Acceptance, unless otherwise agreed in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all other matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insurability of Buyer and the Property).

(2) Within the time specified in 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 19B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 19A, then Buyer has **5** (or _____) Days After Delivery of any such items, or the time specified in 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in 19B(1) and before Seller cancels this Agreement, if at all, pursuant to 19C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Sellers failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 19C(1).

C. SELLER RIGHT TO CANCEL:

(1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a letter as required by 3H; (iv) if Buyer fails to Deliver verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J or the credit report or supporting documentation pursuant to 3M. In such event, Seller shall authorize return of Buyer's deposit.

(3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least **2** (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 19C(2).

D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections or for inability to obtain financing.

Buyer's Initials (GP) (_____)

Seller's Initials (_____) (_____)



- E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).
- F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**
- 20. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 12; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. FORM VP).
- 21. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 22. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. See C.A.R. Form SPT or SBSA for further information. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be produced to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.
- 27. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8; OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 28. **BROKERS:**
 - A. **BROKER COMPENSATION** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

Buyer's Initials (SP) (_____)

Seller's Initials (_____) (_____)



B. SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6B, 14B and D, 15, 16B, 17, 18, 19F, 22, 27, 28A, 29, 33, 35, and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 28A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 28A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 28A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

30. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

31. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 31C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 31C.

Buyer's Initials (SMC) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
(2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

32. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

33. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

34. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, by _____ AM PM, on 1/8/14 (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date 12/30/13
BUYER Philomena LLC
(Print name)
1580 Laurel Street, Suite C, San Carlos, CA 94070
(Address)

Date _____
BUYER _____
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA) #1

36. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(if checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: _____

Date Rejected 2/12/2014
SELLER Brian C. Bishop
(Print name)
P.O. Box 23832 Tigard OR 97281-3822
(Address)

Date _____
SELLER _____
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (MC) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____





San Mateo County Planning Commission Meeting

Owner/Applicant: PHILOMENA, LLC

Attachment: F

File Numbers: PLN2014-00352



San Mateo County Planning Commission Meeting

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