



TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Planning Commission
Wednesday, May 2, 2018
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Commissioners Hasko, Kopf-Sill, Taylor, Vice-Chair Goulden, Chair Targ

ORAL COMMUNICATIONS

Persons wishing to address the Planning Commission on any subject may do so now. Please note, however, that the Planning Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

NEW BUSINESS

1. Review of Amended Parcel Map, File #X6D-210, 20, 30 and 40 Meadow Court (formerly 1260 Westridge Drive), Lands of Carano Trust (Staff: C. Richardson)
2. Annual Housing Element Progress Report for 2017 (Staff: A. Cassidy)

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

3. News Digest: Planning Issues of the Day

APPROVAL OF MINUTES

4. Planning Commission Meeting of April 4, 2018

ADJOURNMENT

ASSISTANCE FOR PEOPLE WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours.

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Planning Commission

FROM: Cynthia Richardson, Planner

DATE: May 2, 2018

RE: Review of Amended Parcel Map, File #X6D-210, 20, 30 and 40 Meadow Court (formerly 1260 Westridge Drive), Lands of Carano Trust

RECOMMENDATION

Staff recommends that the Planning Commission adopt a resolution (Attachment 1) recommending approval to the Town Council of the Amended Parcel Map, and a resolution (Attachment 2) recommending approval of the Amended and Restated Subdivision Improvement Agreement.

BACKGROUND

On July 20, 2016 the Planning Commission reviewed the final map associated with this 3-lot subdivision and recommended its approval to the Town Council. On August 10, 2016 the Town Council approved the final map along with the Subdivision Improvement Agreement and Declaration of Intent to Create Covenants and Private Easements for Driveway and For Fire and Water and for Maintenance. The parcel map and associated documents were recorded on September 20, 2016.

The Planning Commission on February 1, 2017, approved a new residence and site development permit on each of the three lots. The three new homes and the subdivision improvements are currently under construction.

On February 21, 2018 the applicant applied for an amendment to the recorded final parcel map and documents associated with the approval. The purpose of the change is to facilitate the driveway realignment by moving the private ingress/egress easement farther away from the existing creek. The map amendment is necessary because the ingress/egress easement was recorded as part of the subdivision parcel map and not by separate document. No property lines or lot sizes will be modified. The applicant has provided a graphic illustration of the change to the roadway easement that necessitates the map amendment (Attachment 3).

DISCUSSION

The Town of Portola Valley's Subdivision Ordinance does not include provisions for amending a recorded parcel map; therefore, the Town must follow the Subdivision Map Act, Article 7,

Section 66472.1 regulations. Within the resolution are findings required by this section of the code. The Planning Commission and City Council shall confine the hearing to consideration of, and action on, the proposed modification.

The applicants wish to move the easement and driveway improvements farther away from the creek to ensure stabilization of the creek bank now and in the future. The applicants consulted with Urban Tree Management, who reviewed the driveway realignment and state that there would be no negative impacts to any heritage trees (Attachment 4). In addition, staff has reviewed the Subdivision Landscape Screening Plan and finds that no changes are required due to the road realignment. No other impacts are expected.

The Town Surveyor has reviewed the amended parcel map and has determined that the map is technically correct (Attachment 5). In addition the Town Attorney has reviewed the Amended and Restated Subdivision Improvement Agreement and Amended and Restated Declaration of Intent to Create Covenants and Private Easements for Driveway and for Fire and Water and for Maintenance (Attachment 6), and found them to be acceptable.

Review and action on the amended parcel map is essentially a procedural step limited to the review of the parcel map modification. Town staff and consultants have completed review of all aspects of the proposed parcel map documents and find them to be in order for recording.

Public Comment

No comments have been received by staff.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration was adopted for the original subdivision project. The amendment to the map is minor and no new or more severe impacts have been identified beyond those examined in the previously adopted Mitigated Negative Declaration. Therefore, no additional CEQA review is required for this project.

CONCLUSION

Staff recommends that the Planning Commission review the Amended Parcel Map and associated documents and recommend to the Town Council that the map amendment be approved.

ATTACHMENTS

1. Resolution recommending approval of the Amended Parcel Map
2. Resolution recommending approval of the Subdivision Improvement Agreement, and redline version
3. Graphic illustrating amendment
4. Urban Tree Management memo dated February 14, 2018
5. Town Surveyor memo dated February 3, 2018
6. Declaration of Intent to Create Covenants and Private Easements for Driveway and For Fire and Water and for Maintenance, and redlined version
7. Amended Parcel Map

Report approved by: Arly Cassidy, Interim Planning Director



RESOLUTION NO. 2018-

**RESOLUTION OF THE PLANNING COMMISSION OF THE
TOWN OF PORTOLA VALLEY RECOMMENDING APPROVAL OF AN
AMENDED PARCEL MAP FOR LANDS OF CARANO**

WHEREAS, Bandel and Paula Carano, the property owners, submitted an Amended Parcel Map that proposed minor adjustments to an ingress/egress easement in favor of Parcels A and B, Public Emergency Vehicle Access Easement and Public Utility Easement on the recorded Parcel Map; and

WHEREAS, the Town of Portola Valley Planning Commission held a duly noticed public hearing on May 2, 2018 to consider the Amended Parcel Map and to carefully consider the record and all of the information, documents and comments received; and

WHEREAS, Town staff has reviewed the proposed Amended Parcel Map, attached hereto as Exhibit A, and finds it to be technically correct.

NOW, THEREFORE, the Planning Commission of the Town of Portola Valley does hereby recommend that the Town Council approve the proposed amended parcel map as set forth in Exhibit A and finds as follows:

- 1. There are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary.***

The applicant wishes to move the roadway easement farther away from the creek so that any future creek erosion will not damage the new roadway.

- 2. The modifications do not impose any additional burden on the fee owners of the real property.***

No additional burdens will occur for the owner of the three properties.

- 3. The modifications do not alter any right, title, or interest in the real property reflected on the recorded map.***

The owner of all three properties is requesting the modification to the map and the amendment does not alter any right, title or interest in the real property.

- 4. The Town of Portola Valley finds that the map as modified conforms to Section 66474 of the Subdivision Map Act as follows:***

- a. That the proposed map is consistent with the Town of Portola Valley General Plan.***

The proposal is to modify a private ingress/egress easement, a Public Emergency Vehicle Access Easement and Public Utility Easement. There will be no change to the lot lines within the subdivision, and the proposal is consistent with the Town's General Plan.

b. That the site is physically suitable for the type of development.

The original parcel map was determined to be physically suitable for the development and no substantial changes have been made with this amendment.

c. That the site is physically suitable for the proposed density of development.

The site is physically suitable for the density of development as determined with the original parcel map. The modification to the easements will not change the density of development.

d. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

By moving the roadway farther away from the existing creek there will be less impact to the environment and there will be no trees or existing vegetation harmed. No damage or injury will be caused.

e. That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The modification to the easement and improvements will not cause serious health problems as services are available to serve the subdivision and the project would not create any hazardous situations.

f. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Moving the easement will not create any conflicts with easements, acquired by the public at large, for access through or use of property.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the Town of Portola Valley on May 2, 2018.

Ayes:

Noes:

Absent:

Abstain:

By: _____
Nicholas Targ, Chairperson

ATTEST: _____
Arly Cassidy, Interim Planning Director

RESOLUTION NO. 2018-

**RESOLUTION OF THE PLANNING COMMISSION OF THE
TOWN OF PORTOLA VALLEY RECOMMENDING APPROVAL
OF THE EXECUTION OF AN AMENDED AND RESTATED
SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE TOWN OF PORTOLA VALLEY AND
BANDEL & PAULA CARANO**

WHEREAS, the Town of Portola Valley Planning Commission recommends approval of the Amended Parcel Map for the property commonly known as 20, 30 and 40 Meadow Court (formerly known as 1260 Westridge Drive) on May 2, 2018; and

WHEREAS, the original conditions of approval for the Tentative Parcel Map included a requirement that the property owners, Bandel and Paula Carano, enter into a subdivision improvement agreement guaranteeing certain improvements; and

WHEREAS, the amended map necessitates the execution of an Amended and Restated Subdivision Improvement Agreement between the Town of Portola Valley and Bandel and Paula Carano; and

NOW, THEREFORE, BE IT RESOLVED BY the Planning Commission of the Town of Portola Valley as follows:

1. Public interest and convenience require the Town of Portola Valley to enter into the Amended and Restated Agreement described above.
2. The Town of Portola Valley Planning Commission recommends approval of the amended Agreement between the Town of Portola Valley and Bandel & Paula Carano.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the Town of Portola Valley on May 2, 2018.

Ayes:

Noes:

Absent:

Abstain:

By: _____
Nicholas Targ, Chairperson

ATTEST: _____
Arly Cassidy, Interim Planning Director

**AMENDED AND RESTATED TOWN OF PORTOLA VALLEY
SUBDIVISION IMPROVEMENT AGREEMENT**
(Lands of Carano 1260 Westridge Drive)

This Amended and Restated Subdivision Improvement Agreement (“Agreement”), executed this ___ day of _____, 2018, by and between the Town of Portola Valley, a municipal corporation of the State of California ("Town"), and Bandel L. Carano and Paula Michelle Carano, Trustees of the Bandel & Paula Carano Trust ("Subdivider"). This Agreement amends, restates and supersedes the Town of Portola Valley Subdivision Improvement Agreement recorded on September 20, 2016, as Series # 2016-096043.

RECITALS

A. On August 5, 2011, the Town Planning Commission approved the Tentative Subdivision Map X6D-210 and the Planned Unit Development X7D-171 for the property commonly known as 1260 Westridge Drive (“Property”) subject to conditions, including, but not limited to, entering into a subdivision improvement agreement for identified on and off-site improvements.

B. Subdivider is the owner of the Property and desires to enter into this Agreement to satisfy the conditions of approval requiring a subdivision improvement agreement for on and off-site improvements.

C. Subdivider desires to subdivide certain land in the Town in accordance with a map filed with the Town Council of Portola Valley, marked and designated Final Parcel Map, Subdivision of the Lands of Carano.

D. Subdivider applied for and on _____, 2018 received approval from the Town Council of the Town of Portola Valley for the Amended Parcel Map for the Property to realign the common driveway as it passes through Parcel B of the three lot subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subdivider agrees that they will construct at their sole cost and expense, all those certain on and off-site improvements (collectively “Improvements”) shown on the improvement plans titled "Subdivision Improvement Plan 1260 Westridge Drive, Portola Valley, California" consisting of sixteen (24) sheets dated September 15, 2017 (hereinafter referred to as “Improvement Plans”) approved by the Town Public Works Director. The Improvement Plans are hereby made a part of this Agreement as if set forth at length, required by the Portola Valley Municipal Code and required by the conditions of approval for the Tentative Subdivision Map and Planned Unit Development Statement.

2. No improvement work shall be undertaken by the Subdivider until all plans and specifications have been submitted to and approved in writing by the Town Public Works Director, nor shall any change be made in said plans and specifications or in the

work of improvement to be done under them without the prior written approval of the Town.

3. Subdivider agrees that the Improvements will be constructed under and subject to the inspection of and to the satisfaction of the Town Public Works Director.

4. Subdivider agrees that they will construct the Improvements identified in the Improvement Plans in accordance with the requirements set forth therein, all applicable ordinances, resolutions and orders of the Town enacted or adopted by the Town Council as amended or revised as of the date of this Agreement, and governing statutes of the State of California or of the United States of America.

5. All structures made non-conforming by the lot lines created by the subdivision shall be completely removed, to the satisfaction of the Town Public Works Director.

6. Subdivider filed and submitted security, in a form approved by Town, to the Town as obligee in the penal sum of Eight Hundred Fifty-Five Thousand Ninety Dollars (\$855,090) conditioned upon the full and faithful performance of each of the terms, covenants and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.

7. Subdivider filed and submitted a bond, in a form approved by Town, or cash deposit to be held in a non-interest bearing account in the amount of Forty-Two Thousand Seven Hundred Fifty-Five Dollars (\$42,755) to cover the costs of any errors made by the Subdivider or their contractors that causes environmental damage during the construction of the Improvements.

8. All Improvements shall be completed and ready for final inspection by the Town Public Works Director within twelve (12) months of the date of execution of this Agreement. If Subdivider fails to complete the work required by this Agreement within that time, Town may, at its option, and after giving ten (10) days' written notice thereof to Subdivider, complete the same and recover the full cost and expense thereof from Subdivider by way of the security bond.

9. In the event that Subdivider fails to perform any obligation on their part to be performed hereunder, Subdivider agrees to pay all costs and expenses incurred by the Town in securing performance of such obligation, and if suit is brought by the Town to enforce this Agreement, Subdivider agrees to pay the costs of the suit and reasonable attorneys' fees to be fixed by the Court.

10. Subdivider filed and submitted security, in a form approved by Town, to the Town as obligee in the penal sum of Eight Hundred Fifty-Five Thousand Ninety Dollars (\$855,090), inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.

11. Subdivider agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.

12. The performance security required hereunder shall be reduced to a maintenance/warranty security of ten percent (10%) of the security's original value for a period of not less than one (1) year after the date of final completion of the Improvements. Any defects in the Improvements shall be corrected by the Subdivider at their expense. This maintenance/warranty security shall be released after the warranty inspection of the Improvements, by the Town Public Works Director.

13. Prior to execution of this Agreement, and at Subdivider's expense, Subdivider shall provide the Town with a general liability insurance policy with endorsements showing the Town as an additional insured which insures the Town, its officers, employees, agents and volunteers against liability for injuries to persons or property (with minimum coverage of \$500,000.00 for each person and \$1,000,000.00 for each occurrence and \$250,000.00 for property damage in each occurrence) in connection with work performed by, for or on behalf of Subdivider. Said policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but is not limited to, property damage and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days' prior written notice to the Town of cancellation or coverage reduction; (e) provide that it is full primary coverage; (f) provide that the Town, its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of Subdivider's Improvements. If Subdivider does not comply with the provisions of this paragraph, the Town may (at its election and in addition to other legal remedies) take out the necessary insurance, and Subdivider shall immediately repay the Town the premium therefor.

14. Subdivider agrees that any general contractor engaged by the Subdivider for any work of improvement under this Agreement will have:

14.1 In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give the Town at least thirty (30) days' prior written notice of the cancellation or coverage reduction of the policy; or

14.2 In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the Town Attorney that said Certificate is in full force and effect and that the Subdivider or its general contractor shall immediately notify the Town in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

15. Subdivider agrees to indemnify and save harmless the Town, the Town Council, the Town Public Works Director and any other officer, employee or agent of the Town from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with

the performance of work or other obligation to be performed in furtherance of this Agreement, including, but not limited to, all costs and attorneys' fees incurred in defending any claim arising as a result thereof.

16. Subdivider agrees as a condition of the subdivision approval and use of entitlement to defend at its sole cost and expense any action brought against the Town because of issuance of this entitlement or, in the alternative, to relinquish such entitlement. Subdivider will reimburse the Town for any court costs and attorneys' fees which the Town may be required by a Court to pay as a result of such action, but such participation shall not relieve Subdivider of their obligation under this condition.

17. Subdivider agrees to pay all costs and expenses incurred by the Town, pursuant to the statement of understanding, in connection with the subdivision. Subdivider shall provide adequate deposits for this purpose with additional deposits as required by the Town.

18. Subdivider remitted the following sums to the Town for fees identified below:

Map Fee	\$1,390
Storm Drain Fee	\$7,436.88
Parks & Recreation Fee	\$26,469.00
Housing In Lieu Fee	\$573,524.00
TOTAL	\$608,819.88

19. Any permits necessary for the completion of any of the improvements required of Subdivider shall be acquired by Subdivider at its sole cost and expense.

20. This Agreement shall be deemed to include any final conditions imposed by Town upon the approval of the tentative and final maps related to public improvements of the subdivision.

21. Subdivider agrees that, upon ten (10) days' written notice from Town, it will immediately remedy, restore, repair or replace, at its sole cost and expense and to the satisfaction of Town Public Works Director, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of not less than one (1) year after the date of initial acceptance of all said improvements. If Subdivider fails to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, the Town may, at its option, do so and recover the full cost and expense thereof from Subdivider. This covenant shall be explicitly included within the obligation of the security bond referenced above.

22. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of Subdivider. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the Town of Portola Valley, and are made by Subdivider expressly, their heirs, administrators, executors, successors, assigns and transferees and to the Town, its successors and assigns.

24. All notices which are required to be given, or which may be given, by either party to this agreement, shall be in writing and may be served by personal delivery or by mail. Notices shall be deemed to have been served when deposited in the United States mail, postage prepaid, registered or certified, addressed as follows, or to such other address as from time to time may be designated by either party by giving notice to the other party, as follows:

Town:

Town of Portola Valley
Attn: Town Manager
765 Portola Road
Portola Valley, CA 94028

Subdivider:

Bandel Carano
c/o John Hanna
Hanna & Van Atta
525 University Ave., Suite 600
Palo Alto, CA 94301

Failure to receive or to acknowledge receipt for notice served by mail shall not invalidate the notice.

25. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the Town Council of the Town.

26. Time is of the essence for this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBDIVIDER:

Bandel L. Carano, Trustee

Paula Michelle Carano, Trustee

ATTEST:

TOWN OF PORTOLA VALLEY:

By: _____
Town Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Town Attorney

**AMENDED AND RESTATED TOWN OF PORTOLA VALLEY
SUBDIVISION IMPROVEMENT AGREEMENT**
(Lands of Carano 1260 Westridge Drive)

This Amended and Restated Subdivision Improvement Agreement ("Agreement"), executed this ___ day of _____, ~~2016~~2018, by and between the Town of Portola Valley, a municipal corporation of the State of California ("Town"), and Bandel L. Carano and Paula Michelle Carano, Trustees of the Bandel & Paula Carano Trust ("Subdivider"). This Agreement amends, restates and supersedes the Town of Portola Valley Subdivision Improvement Agreement recorded on September 20, 2016, as Series # 2016-096043.

RECITALS

A. On August 5, 2011, the Town Planning Commission approved the Tentative Subdivision Map X6D-210 and the Planned Unit Development X7D-171 for the property commonly known as 1260 Westridge Drive ("Property") subject to conditions, including, but not limited to, entering into a subdivision improvement agreement for identified on and off-site improvements.

B. Subdivider is the owner of the Property and desires to enter into this Agreement to satisfy the conditions of approval requiring a subdivision improvement agreement for on and off-site improvements.

C. Subdivider desires to subdivide certain land in the Town in accordance with a map filed with the Town Council of Portola Valley, marked and designated Final Parcel Map, Subdivision of the Lands of Carano.

D. Subdivider applied for and on _____, 2018 received approval from the Town Council of the Town of Portola Valley for the Amended Parcel Map for the Property to realign the common driveway as it passes through Parcel B of the three lot subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subdivider agrees that they will construct at their sole cost and expense, all those certain on and off-site improvements (collectively "Improvements") shown on the improvement plans titled "Subdivision Improvement Plan 1260 Westridge Drive, Portola Valley, California" consisting of sixteen (~~2416~~) sheets dated September 15, 2017 (hereinafter referred to as "Improvement Plans") approved by the Town Public Works Director. The Improvement Plans are hereby made a part of this Agreement as if set forth at length, required by the Portola Valley Municipal Code and required by the conditions of approval for the Tentative Subdivision Map and Planned Unit Development Statement.

2. No improvement work shall be undertaken by the Subdivider until all plans and specifications have been submitted to and approved in writing by the Town Public Works Director, nor shall any change be made in said plans and specifications or in the

work of improvement to be done under them without the prior written approval of the Town.

3. Subdivider agrees that the Improvements will be constructed under and subject to the inspection of and to the satisfaction of the Town Public Works Director.

4. Subdivider agrees that they will construct the Improvements identified in the Improvement Plans in accordance with the requirements set forth therein, all applicable ordinances, resolutions and orders of the Town enacted or adopted by the Town Council as amended or revised as of the date of this Agreement, and governing statutes of the State of California or of the United States of America.

5. All structures made non-conforming by the lot lines created by the subdivision shall be completely removed, to the satisfaction of the Town Public Works Director.

6. ~~Prior to the execution of this Agreement,~~ Subdivider shall file and submit filed and submitted security, in a form approved by Town, to the Town as obligee in the penal sum of Eight Hundred Fifty-Five Thousand Ninety Dollars (\$855,090) conditioned upon the full and faithful performance of each of the terms, covenants and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.

7. ~~Prior to the execution of this Agreement,~~ Subdivider shall file and submit filed and submitted a bond, in a form approved by Town, or cash deposit to be held in a non-interest bearing account in the amount of Forty-Two Thousand Seven Hundred Fifty-Five Dollars (\$42,755) to cover the costs of any errors made by the Subdivider or their contractors that causes environmental damage during the construction of the Improvements.

8. All Improvements shall be completed and ready for final inspection by the Town Public Works Director within twelve (12) months of the date of execution of this Agreement. If Subdivider fails to complete the work required by this Agreement within that time, Town may, at its option, and after giving ten (10) days' written notice thereof to Subdivider, complete the same and recover the full cost and expense thereof from Subdivider by way of the security bond.

9. In the event that Subdivider fails to perform any obligation on their part to be performed hereunder, Subdivider agrees to pay all costs and expenses incurred by the Town in securing performance of such obligation, and if suit is brought by the Town to enforce this Agreement, Subdivider agrees to pay the costs of the suit and reasonable attorneys' fees to be fixed by the Court.

10. ~~Prior to the execution of this Agreement,~~ Subdivider shall file and submit filed and submitted security, in a form approved by Town, to the Town as obligee in the penal sum of Eight Hundred Fifty-Five Thousand Ninety Dollars (\$855,090), inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.

11. Subdivider agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.

12. The performance security required hereunder shall be reduced to a maintenance/warranty security of ten percent (10%) of the security's original value for a period of not less than one (1) year after the date of final completion of the Improvements. Any defects in the Improvements shall be corrected by the Subdivider at their expense. This maintenance/warranty security shall be released after the warranty inspection of the Improvements, by the Town Public Works Director.

13. Prior to execution of this Agreement, and at Subdivider's expense, Subdivider shall provide the Town with a general liability insurance policy with endorsements showing the Town as an additional insured which insures the Town, its officers, employees, agents and volunteers against liability for injuries to persons or property (with minimum coverage of \$500,000.00 for each person and \$1,000,000.00 for each occurrence and \$250,000.00 for property damage in each occurrence) in connection with work performed by, for or on behalf of Subdivider. Said policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but is not limited to, property damage and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days' prior written notice to the Town of cancellation or coverage reduction; (e) provide that it is full primary coverage; (f) provide that the Town, its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of Subdivider's Improvements. If Subdivider does not comply with the provisions of this paragraph, the Town may (at its election and in addition to other legal remedies) take out the necessary insurance, and Subdivider shall immediately repay the Town the premium therefor.

14. Subdivider agrees that any general contractor engaged by the Subdivider for any work of improvement under this Agreement will have:

14.1 In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give the Town at least thirty (30) days' prior written notice of the cancellation or coverage reduction of the policy; or

14.2 In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the Town Attorney that said Certificate is in full force and effect and that the Subdivider or its general contractor shall immediately notify the Town in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

15. Subdivider agrees to indemnify and save harmless the Town, the Town Council, the Town Public Works Director and any other officer, employee or agent of the Town from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the performance of work or other obligation to be performed in furtherance of this Agreement, including, but not limited to, all costs and attorneys' fees incurred in defending any claim arising as a result thereof.

16. Subdivider agrees as a condition of the subdivision approval and use of entitlement to defend at its sole cost and expense any action brought against the Town because of issuance of this entitlement or, in the alternative, to relinquish such entitlement. Subdivider will reimburse the Town for any court costs and attorneys' fees which the Town may be required by a Court to pay as a result of such action, but such participation shall not relieve Subdivider of their obligation under this condition.

17. Subdivider agrees to pay all costs and expenses incurred by the Town, pursuant to the statement of understanding, in connection with the subdivision. Subdivider shall provide adequate deposits for this purpose with additional deposits as required by the Town.

18. ~~Upon the execution of this Agreement,~~ Subdivider ~~agrees to remit remitted~~ the following sums to the Town for fees identified below:

Map Fee	\$1,390
Storm Drain Fee	\$7,436.88
Parks & Recreation Fee	\$26,469.00
Housing In Lieu Fee	\$573,524.00
TOTAL	\$608,819.88

19. Any permits necessary for the completion of any of the improvements required of Subdivider shall be acquired by Subdivider at its sole cost and expense.

20. This Agreement shall be deemed to include any final conditions imposed by Town upon the approval of the tentative and final maps related to public improvements of the subdivision.

21. Subdivider agrees that, upon ten (10) days' written notice from Town, it will immediately remedy, restore, repair or replace, at its sole cost and expense and to the satisfaction of Town Public Works Director, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of not less than one (1) year after the date of initial acceptance of all said improvements. If Subdivider fails to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, the Town may, at its option, do so and recover the full cost and expense thereof from Subdivider. This covenant shall be explicitly included within the obligation of the security bond referenced above.

22. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of Subdivider. It is agreed and understood that the covenants in

this Agreement shall run with the land and are for the benefit of the other lands in the Town of Portola Valley, and are made by Subdivider expressly, their heirs, administrators, executors, successors, assigns and transferees and to the Town, its successors and assigns.

24. All notices which are required to be given, or which may be given, by either party to this agreement, shall be in writing and may be served by personal delivery or by mail. Notices shall be deemed to have been served when deposited in the United States mail, postage prepaid, registered or certified, addressed as follows, or to such other address as from time to time may be designated by either party by giving notice to the other party, as follows:

Town:

Town of Portola Valley
Attn: Town Manager
765 Portola Road
Portola Valley, CA 94028

Subdivider:

Bandel Carano
c/o John Hanna
Hanna & Van Atta
525 University Ave., Suite 600
Palo Alto, CA 94301

Failure to receive or to acknowledge receipt for notice served by mail shall not invalidate the notice.

25. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the Town Council of the Town.

26. Time is of the essence for this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBDIVIDER:

Bandel L. Carano, Trustee

Paula Michelle Carano, Trustee

ATTEST:

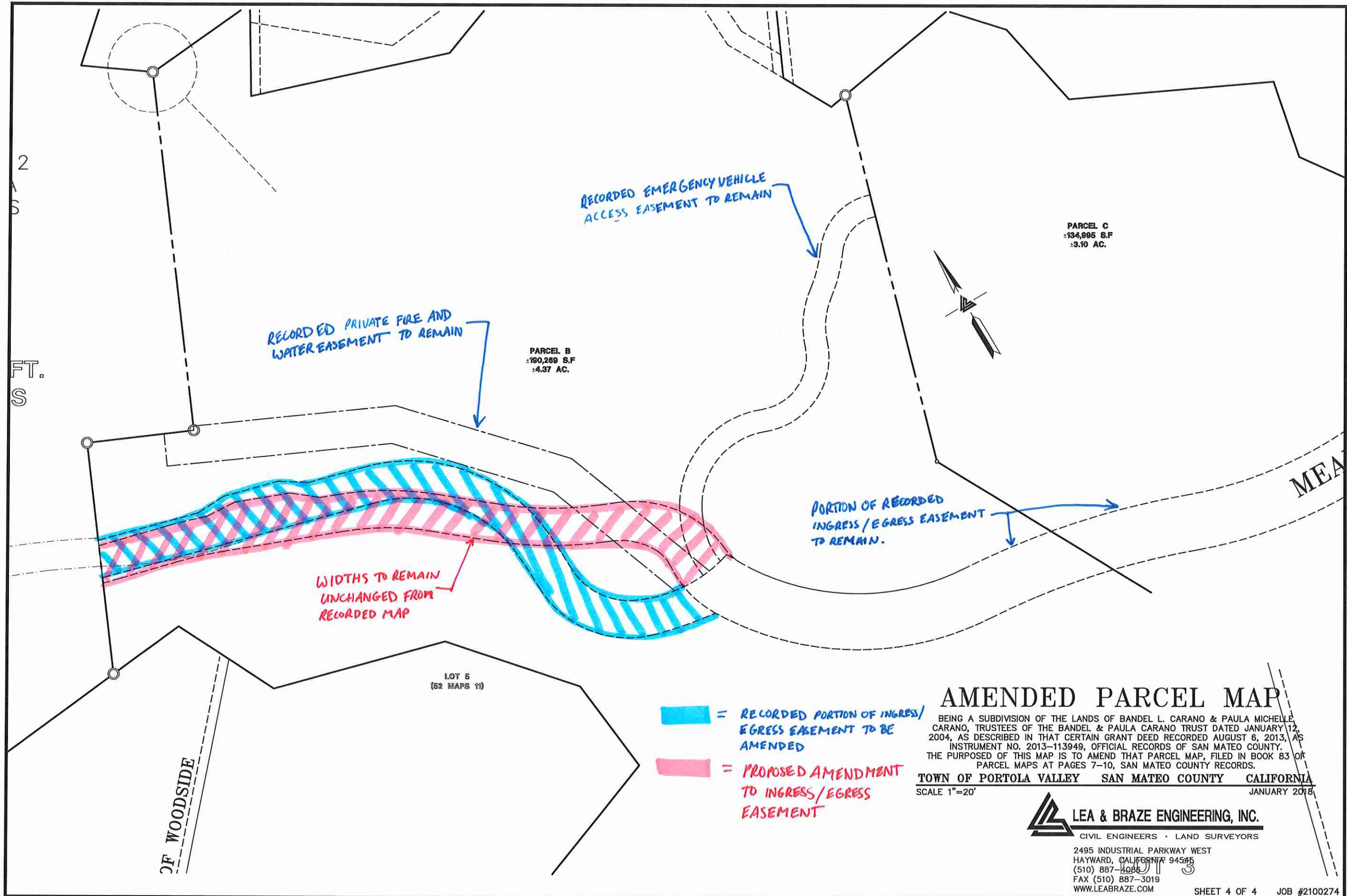
TOWN OF PORTOLA VALLEY:

By: _____
Town Clerk

By: _____
Mayor

|
APPROVED AS TO FORM:

Town Attorney



AMENDED PARCEL MAP

BEING A SUBDIVISION OF THE LANDS OF BANDEL L. CARANO & PAULA MICHELLE CARANO, TRUSTEES OF THE BANDEL & PAULA CARANO TRUST DATED JANUARY 12, 2004, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 6, 2013, AS INSTRUMENT NO. 2013-113949, OFFICIAL RECORDS OF SAN MATEO COUNTY. THE PURPOSE OF THIS MAP IS TO AMEND THAT PARCEL MAP, FILED IN BOOK 83 OF PARCEL MAPS AT PAGES 7-10, SAN MATEO COUNTY RECORDS.

TOWN OF PORTOLA VALLEY SAN MATEO COUNTY CALIFORNIA
 SCALE 1"=20' JANUARY 2018

LEA & BRAZE ENGINEERING, INC.
 CIVIL ENGINEERS • LAND SURVEYORS
 2495 INDUSTRIAL PARKWAY WEST
 HAYWARD, CALIFORNIA 94545
 (510) 887-4086
 FAX (510) 887-3019
 WWW.LEABRAZE.COM



2/14/18

Villa Del Prato
30 Meadow Ct. AKA 1260 Westridge Dr.
Lot B
Portola Valley, CA 94028

RE: **Driveway Realignment Sign Off**

To Whom It May Concern:

Assignment

It was my assignment to review the driveway realignment and insure that no heritage trees would be negatively impacted.

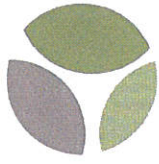
Summary Statement

I have seen the plans and walked the site. The Contractors and Designers have included us in the planning and we were able to ensure that no trees would be negatively impacted by the driveway realignment. I approve of this plan.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael P. Young", is written over a light blue horizontal line. The signature is fluid and cursive.

Michael P. Young



ASSUMPTIONS AND LIMITING CONDITIONS

1. Any legal description provided to this arborist is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as to the quality of any title.
2. This arborist can neither guarantee nor be responsible for accuracy of information provided by others.
3. This arborist shall not be required to give testimony or to attend court by reason of the information provided by this arborist unless subsequent written arrangements are made, including payment of an additional fee for services.
4. Loss or removal of any part of this report invalidates the entire report.
5. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person(s) to whom it is addressed without written consent of this arborist.
6. This report and the values expressed herein represent the opinion of this arborist, and this arborist's fee is in no way contingent upon the reporting of a specified value nor upon any finding to be reported.
7. Sketches, diagrams, graphs, photos, etc., in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys.
8. This report has been made in conformity with acceptable appraisal/evaluation/diagnostic reporting techniques and procedures, as recommended by the International Society of Arboriculture.
9. When applying any pesticide, fungicide, or herbicide, always follow label instructions.
10. No tree described in this report was climbed, unless otherwise stated. This arborist cannot take responsibility for any defects which could only have been discovered by climbing. A full root collar inspection, consisting of excavating the soil around the tree to uncover the root collar and major buttress roots, was not performed, unless otherwise stated. This arborist cannot take responsibility for any root defects which could only have been discovered by such an inspection.

ARBORIST DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.



February 3, 2018
SJB00717/19/25

Cynthia Richardson, Consulting Planner
Town of Portola Valley
765 Portola Road, Portola Valley, CA 94028

RE: Lands of Carano - Third Review

Dear Cynthia,

We have completed our final review of the submittal package for the Lands of Carano Amended Parcel Map and Easement Legal descriptions and Plats, and submit the following questions and comments.

Parcel Map Comments:

1. The Amended Parcel Map is approved / technically correct. All comments have been addressed.

Should you have any questions, please feel free to call (707) 592-0465 or email sjz.cad@gmail.com

Submitted by: NV5

A handwritten signature in blue ink, appearing to read 'S. Zimmerman', is written over a light blue circular stamp or watermark.

Sherrie Zimmerman, PLS 8964

Recording Requested By:

When Recorded Return To:

Hanna & Van Atta
525 University Avenue, Suite 600
Palo Alto, California 94301

APN: 077-050-200

AMENDED AND RESTATED DECLARATION OF INTENT TO CREATE COVENANTS
AND PRIVATE EASEMENTS FOR DRIVEWAY AND
FOR FIRE AND WATER AND FOR MAINTENANCE

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955 OF THE GOVERNMENT CODE, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

AMENDED AND RESTATED DECLARATION OF INTENT TO CREATE COVENANTS
AND PRIVATE EASEMENTS FOR DRIVEWAY AND
FOR FIRE AND WATER AND FOR MAINTENANCE

THIS AMENDED AND RESTATED DECLARATION is intended to comply with California Civil Code §§845 and 1468, and relates to the creation and maintenance of the private driveways and a fire and water easement located in the Town of Portola Valley ("Town") within portions of Parcels A, B and C ("Parcels"), as said Parcels are shown on that certain Parcel Map entitled "Parcel Map, being a subdivision of the lands of Bandel L. Carano & Paula Michelle Carano, Trustees of the Bandel & Paula Carano Trust dated January 12, 2004", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, in Book 83 of Parcel Maps at pages 7 through 10, as amended by Amended Parcel Map filed in the Office of the Recorder of the County of San Mateo, State of California, in Book ___ of Parcel Maps, at pages ___ through ___ ("Parcel Map"). The areas containing said private driveways and fire and water easement are more particularly described on the Parcel Map.

1. Bandel L. Carano and Paula Michelle Carano, Trustees of the Bandel and Paula Carano Trust ("Owners") are the owners of the Parcels. Owners intend by this document to bind themselves and any heirs, successors or assigns of the Parcels to the covenants contained herein.

Law Offices of
Hanna & Van Atta
525 UNIVERSITY AVENUE, SUITE 600
PALO ALTO, CA 94301
TELEPHONE (650) 321-5700

04/09/18

2. Reciprocal easements for driveways and fire and water purposes are hereby reserved and covenanted over portions of the Parcels as shown on the Parcel Map. The easement areas include: A private ingress/egress easement for a common driveway (“PIEE” or “Common Driveway”); and a private fire and water easement (“PFWE”). The easements are for ingress, egress and installation, maintenance, repair and replacement of fire waterlines. The easements are described as follows:

<u>Easement Area</u>	<u>Dominant Tenement</u>	<u>Servient Tenement</u>
PIEE	Parcels A and B	Parcels B and C
PFWE	Parcels A, B and C	Parcels B and C

Said easements are nonexclusive, permanent, appurtenant to the respective dominant tenements, and constitute covenants running with the land.

3. The owner of Parcel B and its heirs, successors or assigns shall cause to be repaired the Common Driveway when the owner of Parcel B believes that such repair is necessary; or, when the Common Driveway has deteriorated to such an extent that it no longer meets the minimum design requirements of the subdivision improvement plans, or maintenance of the Common Driveway is required to ensure access by emergency vehicles to the Parcels served by the Common Driveway. Each of the owners of Parcels A, B and C shall share equally in the cost of maintenance and repair of the Common Driveway (subject to the provisions of Paragraph 6 hereafter), and the common storm and drainage facilities.

4. Repairs shall also include the removal of overhead or side brush that restricts the use of the Common Driveway and maintenance of the existing storm drainage facilities and utilities. Any such repairs shall be performed in such a manner as to preserve the character of the Common Driveway. The road surface subject to maintenance under this Amended and Restated Declaration shall be the commonly travelled surface only, and shall not include the road surfaces extending from the Common Driveway to individual driveways serving the respective Parcels.

5. If any Parcel owner causes the Common Driveway or any portion thereof to be excavated, filled or significantly disturbed or damaged on account of activities peculiar to that Parcel owner, then the Parcel owner so involved shall be obligated, on his/her own account and at his/her own expense to repair the Common Driveway to original or better condition as soon as possible.

6. The Common Driveway shall remain unobstructed at all times to permit access by emergency and service vehicles (except when repairs are being made). The Common Driveway is subject to an easement for emergency vehicles.

7. Each of the owners of Parcels A, B and C shall be equally responsible for and shall maintain repair and replace the entry gates, pillars and lighting.

8. The owner of each Parcel is responsible for and shall maintain the owner’s Parcel and all improvements, trees, fencing and landscaping thereon in first class condition at all times.

9. Each Parcel shall be separately metered for all utilities. Each Parcel shall be entitled to passage over any other Parcel to access the meter serving such Parcel if it is located on another Parcel.

10. Each Parcel owner shall maintain the fire waterlines, storm and sanitary sewer lines, utilities or other facilities located within and serving the owner’s Parcel that are not maintained by a public utility, district, or the Town.

11. The foregoing covenants contained in this Amended and Restated Declaration shall bind and inure to the benefit of all parties having any right, title or interest in Parcels A, B and C, their heirs, representatives, successors and assigns, and shall run with and be a burden upon each Parcel described herein, and shall be enforceable by any party entitled to the benefit of this covenant, whether or not such covenants are specifically referred to in any instrument of conveyance.

IN WITNESS WHEREOF, the undersigned owners have executed this Amended and Restated Declaration this ____ day of April 2018.

**Bandel L. Carano & Paula Michelle Carano,
Trustees of the Bandel & Paula Carano Trust**

By: _____
Bandel L. Carano, Trustee

By: _____
Paula Michelle Carano, Trustee

A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On _____, 201__ before me, Tonya D. Dumont, a Notary Public, personally appeared Bandel L. Carano who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

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STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On _____, 201__ before me, Tonya D. Dumont, a Notary Public, personally appeared Paula Michelle Carano who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

Recording Requested By:

When Recorded Return To:

Hanna & Van Atta
525 University Avenue, Suite 600
Palo Alto, California 94301

APN: 077-050-200

**AMENDED AND RESTATED DECLARATION OF INTENT TO CREATE COVENANTS
AND PRIVATE EASEMENTS FOR DRIVEWAY AND
FOR FIRE AND WATER AND FOR MAINTENANCE**

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07/08/16

**AMENDED AND RESTATED DECLARATION OF INTENT TO CREATE COVENANTS
AND PRIVATE EASEMENTS FOR DRIVEWAY AND
FOR FIRE AND WATER AND FOR MAINTENANCE**

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1. Bandel L. Carano and Paula Michelle Carano, Trustees of the Bandel and Paula Carano Trust (“Owners”) are the owners of the Parcels. Owners intend by this document to bind themselves and any heirs, successors or assigns of the Parcels to the covenants contained herein.

2. Reciprocal easements for driveways and fire and water purposes are hereby reserved and covenanted over portions of the Parcels as shown on the Parcel Map. The easement areas include: A private ingress/egress easement for a common driveway (“PIEE” or “Common Driveway”); and a private fire and water easement (“PFW”). The easements are for ingress, egress and installation, maintenance, repair and replacement of fire waterlines. The easements are described as follows:

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PFW	Parcels A, B and C	Parcels B and C

Said easements are nonexclusive, permanent, appurtenant to the respective dominant tenements, and constitute covenants running with the land.

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4. Repairs shall also include the removal of overhead or side brush that restricts the use of the Common Driveway and maintenance of the existing storm drainage facilities and utilities. Any such repairs shall be performed in such a manner as to preserve the character of the Common Driveway. The road surface subject to maintenance under this **Amended and Restated** Declaration shall be the commonly travelled surface only, and shall not include the road surfaces extending from the Common Driveway to individual driveways serving the respective Parcels.

5. If any Parcel owner causes the Common Driveway or any portion thereof to be excavated, filled or significantly disturbed or damaged on account of activities peculiar to that Parcel owner, then the Parcel owner so involved shall be obligated, on his/her own account and at his/her own expense to repair the Common Driveway to original or better condition as soon as possible.

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11. The foregoing covenants contained in this Amended and Restated Declaration shall bind and inure to the benefit of all parties having any right, title or interest in Parcels A, B and C, their heirs, representatives, successors and assigns, and shall run with and be a burden upon each Parcel described herein, and shall be enforceable by any party entitled to the benefit of this covenant, whether or not such covenants are specifically referred to in any instrument of conveyance.

IN WITNESS WHEREOF, the undersigned owners have executed this Amended and Restated Declaration this _____ day of ~~July, 2016~~April 2018.

**Bandel L. Carano & Paula Michelle Carano,
Trustees of the Bandel & Paula Carano Trust**

By: _____
Bandel L. Carano, Trustee

By: _____
Paula Michelle Carano, Trustee

A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On _____, 201__ before me, Tonya D. Dumont, a Notary Public, personally appeared Bandel L. Carano who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

AMENDMENT NOTES

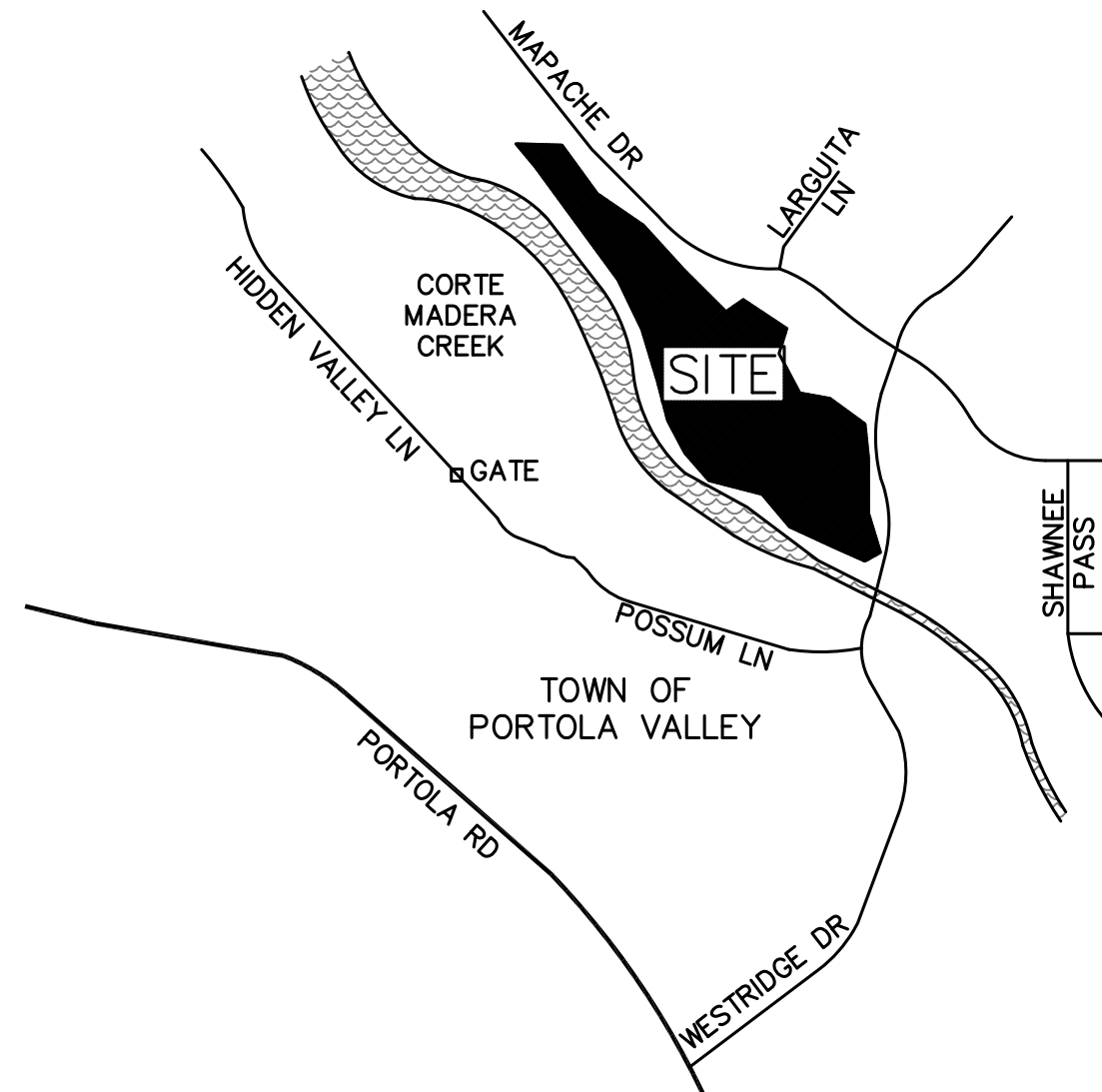
THIS MAP AMENDS SHEETS 3 AND 4 OF THE ORIGINAL PARCEL MAP FILED IN BOOK 83 OF PARCEL MAPS AT PAGES 7-10, SAN MATEO COUNTY RECORDS.

THE AMENDMENTS MADE ARE THE FOLLOWING:

1. CHANGED NAME OF MEADOW COURT TO MEADOW LANE.
2. THE PRIVATE INGRESS/EGRESS EASEMENT IN FAVOR OF PARCELS A & B, PUBLIC E.V.A.E (EMERGENCY VEHICLE ACCESS EASEMENT), PRIVATE FIRE & WATER EASEMENT, AND PUBLIC UTILITY EASEMENT (P.U.E) WAS AMENDED.
3. THE 12' PUBLIC E.V.A.E (EMERGENCY VEHICLE ACCESS EASEMENT) WAS AMENDED.
4. THE SANITARY SEWER EASEMENT (SHOWN FOR VISUAL PURPOSES) WAS AMENDED.

CURRENT OWNER

BANDEL L. CARANO AND PAULA MICHELLE CARANO, AS TRUSTEES OF THE BANDEL & PAULA CARANO TRUST, DATED JANUARY 12, 2004.



VICINITY MAP
NTS

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M.
IN BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE
REQUEST OF GREGORY F. BRAZE

FILE NO. _____ FEE \$ _____

MARK CHURCH, COUNTY RECORDER

BY: _____
DEPUTY

TOWN SURVEYOR'S STATEMENT

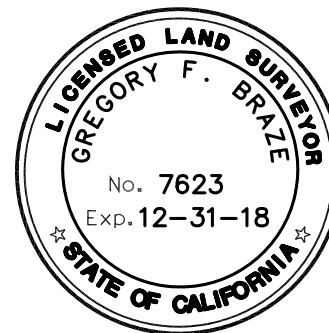
I HEREBY STATE THAT I HAVE EXAMINED THIS AMENDED MAP ON BEHALF OF THE CITY OF PORTOLA VALLEY. THE CHANGES MADE COMPLY WITH SECTION 66469 OF THE SUBDIVISION MAP ACT, AND I AM SATISFIED THAT THIS AMENDED MAP IS TECHNICALLY CORRECT.

SHERRIE J. ZIMMERMAN, PLS 8964 _____ DATE _____
TOWN SURVEYOR FOR THE TOWN OF PORTOLA VALLEY
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHORENSTEIN REALTY SERVICES IN AUGUST 2015. I HEREBY STATE THAT THIS AMENDED PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

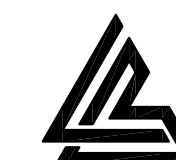
GREGORY F. BRAZE _____ DATE _____
EXP. 12/31/18



AMENDED PARCEL MAP

BEING A SUBDIVISION OF THE LANDS OF BANDEL L. CARANO & PAULA MICHELLE CARANO, TRUSTEES OF THE BANDEL & PAULA CARANO TRUST DATED JANUARY 12, 2004, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 6, 2013, AS INSTRUMENT NO. 2013-113949, OFFICIAL RECORDS OF SAN MATEO COUNTY

TOWN OF PORTOLA VALLEY SAN MATEO COUNTY CALIFORNIA
NOVEMBER 2017



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

2495 INDUSTRIAL PARKWAY WEST
HAYWARD, CALIFORNIA 94545
(510) 887-4086
FAX (510) 887-3019
WWW.LEABRAZE.COM

LEGEND AND NOTES

- SUBDIVISION BOUNDARY LINE
- INTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - - EASEMENT
- - - - CENTERLINE
- FOUND MONUMENT AS NOTED
- SET 3/4" IRON PIPE W/PLASTIC PLUG & TACK, LS 7623

BASIS OF BEARINGS

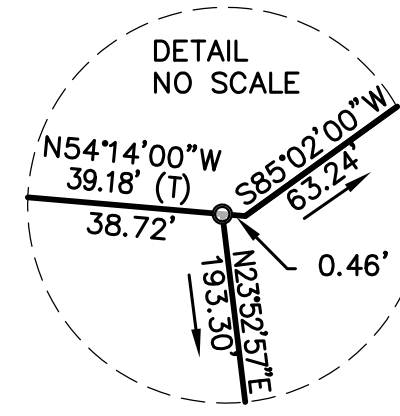
THE BASIS OF BEARING FOR THIS MAP IS THE BEARING SOUTH 74°50'00" EAST BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF POSSUM LANE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 781, CORTE MADERA ACRES", FILED IN BOOK 52 OF MAPS AT PAGE 11

REFERENCES

- ① SUBJECT GRANT DEED, INST. NO. 2013-113949
- ② TRACT NO. 687, 38 MAPS 30-37
- ③ TRACT NO. 759, 48 MAPS 34-36
- ④ TRACT NO. 104, 51 MAPS 12-13, ROTATED CCW 00° 02'40"
- ⑤ TRACT NO. 781, 52 MAPS 11
- ⑥ RECORD OF SURVEY, 8 LLS 65
- ⑦ CERTIFICATE OF COMPLIANCE 2003-319713

GENERAL NOTES

1. AREA: PARCEL A = 179,949± S.F (4.13± AC)
PARCEL B = 190,269± S.F (4.37± AC)
PARCEL C = 134,995± S.F (3.10± AC)
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

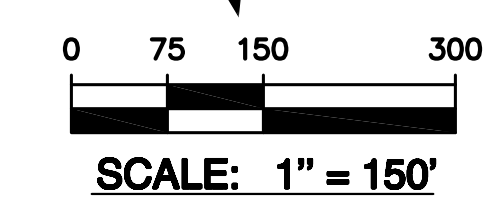


LINE	LENGTH	BEARING
L1	16.72'	S54°07'20\"W
L2	153.13'	N84°40'00\"W
L3	71.74'	N57°30'00\"W
L4	92.30'	N34°55'00\"W
L5	42.70'	N11°46'00\"E
L6	110.00'	N64°10'00\"W
L7	50.13'	N11°23'00\"W
L8	33.33'	N41°32'00\"W
L9	80.56' (T)	S81°02'00\"W
L10	30.00'	N28°15'00\"W
L11	54.19' (54.16')(1) (54.18')(7)	N24°44'00\"E
L12	109.19'	N49°38'09\"W
L13	21.92'	N71°36'00\"W
L14	69.81'	S69°54'36\"W
L15	109.04'	N71°36'00\"W
L16	49.74'	N29°44'00\"E
L17	63.24'	S85°02'00\"W
L18	39.18' (T)	N54°14'00\"W
L19	56.40'	N48°18'00\"E
L20	101.90'	N09°02'00\"W
L21	33.50'	S73°29'00\"W
L22	107.40'	S49°40'00\"W
L23	53.58'	N64°39'00\"W
L24	33.46'	S34°18'00\"W
L25	105.89'	N34°52'00\"W
L26	129.47' (T)	N57°00'00\"W
L27	67.89'	N72°48'00\"W
L28	88.22' (T) (88.10')(1) (88.34')(7)	N54°04'00\"W
L29	42.69' (42.65')(7) (42.73')(6)	N18°30'00\"W
L30	110.06' (108.61')(1) (108.66')(6)	N47°42'00\"W
L31	58.28' (58.24')(1) (58.69')(6)	S00°02'40\"E*
L32	125.00'	S30°02'40\"E*

L33	90.00'	S22°57'20\"W*
L34	100.00'	S07°02'40\"E*
L35	60.00'	S67°02'40\"E*
L36	85.00'	S29°57'20\"W*
L37	50.00'	S60°02'40\"E*
L38	50.00'	N59°57'20\"E*
L39	120.00'	S60°02'40\"E*
L40	112.28'	S13°43'10\"E*
L41	95.00'	S28°16'40\"E*
L42	92.06'	N84°12'20\"E*
L43	42.94'	N84°12'20\"E*
L44	60.95' (60.00')(1) (60.90')(7)	S26°09'43\"E
L45	95.00'	S74°45'00\"E
L46	76.00'	S40°55'00\"E
L47	53.07'	S06°05'00\"E
L48	92.00'	S69°15'00\"W
L49	95.00'	S20°45'00\"E
L50	159.06' (159.05')(1) (159.07')(7)	S83°15'00\"E
L51	49.52'	S62°11'00\"E
L52	168.78' (166.778')(1)	N72°45'00\"E
L53	92.00'	S29°30'00\"E
L54	175.00'	N70°30'00\"E
L55	130.00'	S49°30'00\"E
L56	97.91'	S57°00'00\"E
L57	8.77'	S79°21'16\"E
L58	117.85'	N15°46'00\"E

CURVE	RADIUS	DELTA	LENGTH
C1	315.00'	26°07'41"	143.65'

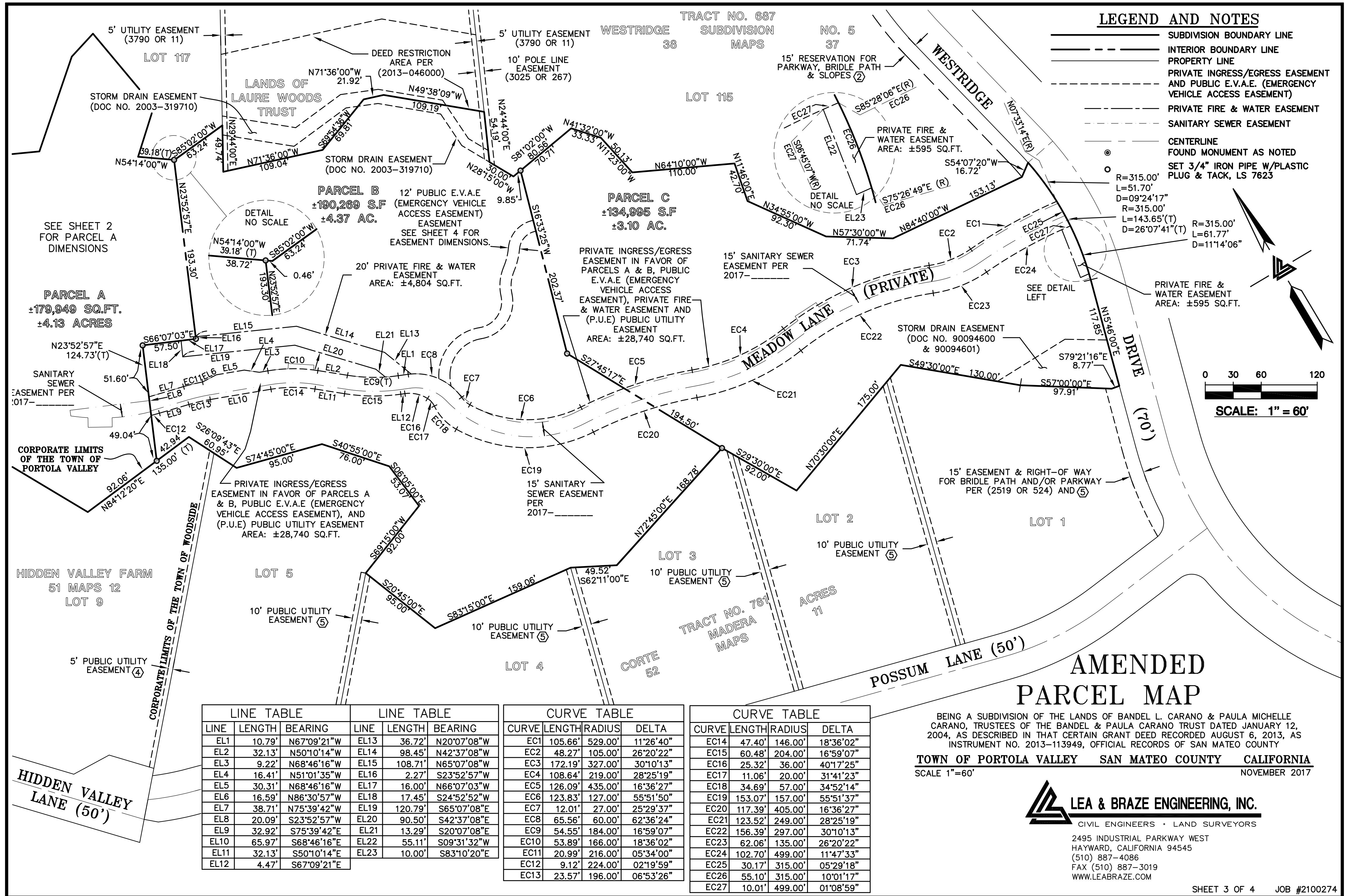
* BEARINGS PER ①④⑥⑦ ROTATED CCW 00° 02'40" TO MATCH MONUMENTS



AMENDED PARCEL MAP

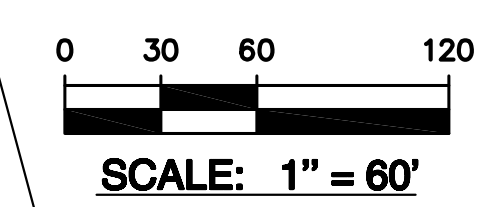
BEING A SUBDIVISION OF THE LANDS OF BANDEL L. CARANO & PAULA MICHELLE CARANO, TRUSTEES OF THE BANDEL & PAULA CARANO TRUST DATED JANUARY 12, 2004, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 6, 2013, AS INSTRUMENT NO. 2013-113949, OFFICIAL RECORDS OF SAN MATEO COUNTY
TOWN OF PORTOLA VALLEY SAN MATEO COUNTY CALIFORNIA
 SCALE 1"=150'
 NOVEMBER 2017

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 WWW.LEABRAZE.COM



LEGEND AND NOTES

- SUBDIVISION BOUNDARY LINE
- - - INTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - PRIVATE INGRESS/EGRESS EASEMENT AND PUBLIC E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT)
- - - PRIVATE FIRE & WATER EASEMENT
- - - SANITARY SEWER EASEMENT
- CENTERLINE
- FOUND MONUMENT AS NOTED
- SET 3/4" IRON PIPE W/PLASTIC PLUG & TACK, LS 7623
- R=315.00'
L=51.70'
D=09°24'17"
- R=315.00'
L=143.65'(T)
D=26°07'41"(T)
- R=315.00'
L=61.77'
D=11°14'06"



LINE TABLE			LINE TABLE			CURVE TABLE				CURVE TABLE			
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
EL1	10.79'	N67°09'21"W	EL13	36.72'	N20°07'08"W	EC1	105.66'	529.00'	11°26'40"	EC14	47.40'	146.00'	18°36'02"
EL2	32.13'	N50°10'14"W	EL14	98.45'	N42°37'08"W	EC2	48.27'	105.00'	26°20'22"	EC15	60.48'	204.00'	16°59'07"
EL3	9.22'	N68°46'16"W	EL15	108.71'	N65°07'08"W	EC3	172.19'	327.00'	30°10'13"	EC16	25.32'	36.00'	40°17'25"
EL4	16.41'	N51°01'35"W	EL16	2.27'	S23°52'57"W	EC4	108.64'	219.00'	28°25'19"	EC17	11.06'	20.00'	31°41'23"
EL5	30.31'	N68°46'16"W	EL17	16.00'	N66°07'03"W	EC5	126.09'	435.00'	16°36'27"	EC18	34.69'	57.00'	34°52'14"
EL6	16.59'	N86°30'57"W	EL18	17.45'	S24°52'52"W	EC6	123.83'	127.00'	55°51'50"	EC19	153.07'	157.00'	55°51'37"
EL7	38.71'	N75°39'42"W	EL19	120.79'	S65°07'08"E	EC7	12.01'	27.00'	25°29'37"	EC20	117.39'	405.00'	16°36'27"
EL8	20.09'	S23°52'57"W	EL20	90.50'	S42°37'08"E	EC8	65.56'	60.00'	62°36'24"	EC21	123.52'	249.00'	28°25'19"
EL9	32.92'	S75°39'42"E	EL21	13.29'	S20°07'08"E	EC9	54.55'	184.00'	16°59'07"	EC22	156.39'	297.00'	30°10'13"
EL10	65.97'	S68°46'16"E	EL22	55.11'	S09°31'32"W	EC10	53.89'	166.00'	18°36'02"	EC23	62.06'	135.00'	26°20'22"
EL11	32.13'	S50°10'14"E	EL23	10.00'	S83°10'20"E	EC11	20.99'	216.00'	05°34'00"	EC24	102.70'	499.00'	11°47'33"
EL12	4.47'	S67°09'21"E				EC12	9.12'	224.00'	02°19'59"	EC25	30.17'	315.00'	05°29'18"
						EC13	23.57'	196.00'	06°53'26"	EC26	55.10'	315.00'	10°01'17"
										EC27	10.01'	499.00'	01°08'59"

LINE TABLE		
LINE	LENGTH	BEARING
EL28	12.03'	N16°33'25"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
EC28	12.02'	53.00'	12°59'33"
EC29	55.98'	40.00'	80°11'28"
EC30	65.19'	40.00'	93°22'20"
EC31	24.50'	40.00'	35°05'38"
EC32	25.03'	82.00'	17°29'12"
EC33	27.76'	21.00'	75°43'38"
EC34	42.53'	33.00'	73°50'33"
EC35	21.36'	70.00'	17°29'12"
EC36	31.85'	52.00'	35°05'38"
EC37	45.63'	28.00'	93°22'20"
EC38	72.78'	52.00'	80°11'28"
EC39	4.05'	65.00'	03°34'13"
EC40	15.44'	60.00'	14°44'24"

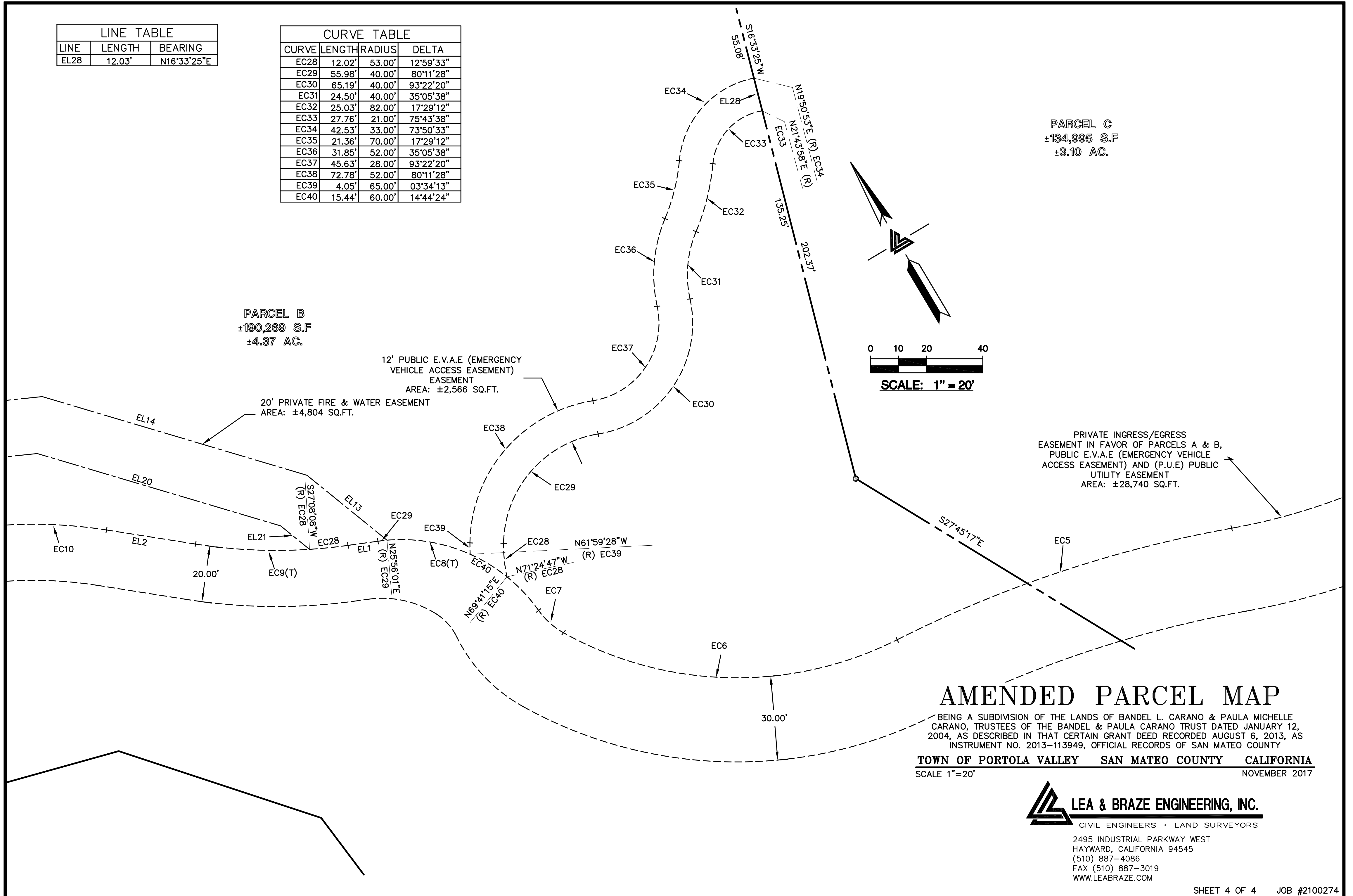
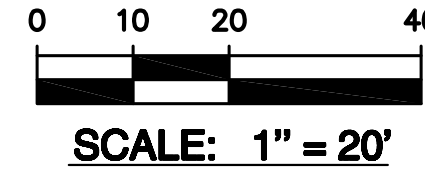
PARCEL C
±134,995 S.F.
±3.10 AC.

PARCEL B
±190,269 S.F.
±4.37 AC.

12' PUBLIC E.V.A.E (EMERGENCY
VEHICLE ACCESS EASEMENT)
EASEMENT
AREA: ±2,566 SQ.FT.

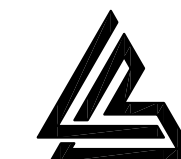
20' PRIVATE FIRE & WATER EASEMENT
AREA: ±4,804 SQ.FT.

PRIVATE INGRESS/EGRESS
EASEMENT IN FAVOR OF PARCELS A & B,
PUBLIC E.V.A.E (EMERGENCY VEHICLE
ACCESS EASEMENT) AND (P.U.E) PUBLIC
UTILITY EASEMENT
AREA: ±28,740 SQ.FT.



AMENDED PARCEL MAP

BEING A SUBDIVISION OF THE LANDS OF BANDEL L. CARANO & PAULA MICHELLE CARANO, TRUSTEES OF THE BANDEL & PAULA CARANO TRUST DATED JANUARY 12, 2004, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AUGUST 6, 2013, AS INSTRUMENT NO. 2013-113949, OFFICIAL RECORDS OF SAN MATEO COUNTY
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TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Planning Commission

FROM: Arly Cassidy, Interim Planning Director

DATE: May 2, 2018

RE: Annual Housing Element Progress Report for 2017

BACKGROUND

State law requires that the Town submit an annual report on the Housing Element to the California Department of Housing and Community Development (HCD). This report must be provided on a form developed by HCD and filled out by Town staff each year (Attachment 1, 2017 data). The form provides both numbers of housing units that received building permits in 2017 and brief descriptions and updates on the eight programs from the Town's updated Housing Element, which was certified by the California Department of Housing and Community Development on January 30, 2015. This memo also provides more detailed information about 2017 activity within each program, including the current status and anticipated next steps.

State law requires that the governing body consider the HCD report at a public meeting where members of the public are invited to comment. This HCD report will therefore be forwarded to the Town Council once the Planning Commission has completed its review.

Program 1: Inclusionary Housing

The Housing Element calls for the Town to revise the inclusionary housing program to require the construction of below market rate housing rather than the simple provision of land.

In 2015 the Town took part in the San Mateo County Grand Nexus study to gather data meant to inform staff in the creation of a housing impact fee. The Town received the results of the study and completed its Housing Options Strategic Plan in 2016, but has postponed the study and creation of a housing impact fee per Council direction until the Housing Option Strategic Plan can be fully implemented.

Program 2: Affiliated Housing

The Town continues discussions with its affiliated housing partners (The Sequoias, Woodside Priory School, and Stanford University). Council directed staff to engage with additional businesses in town to gauge interest in joining the Affiliated Housing Program and with employees in town via survey, in the hopes of expanding the program.

The Priory School is expected to submit applications in 2018 for new multifamily units permitted under its current master plan. Stanford University has expressed interest in developing housing on its “wedge” property in Town. Staff is engaged in ongoing discussions with The Sequoias about staff housing on their property. Staff will work closely with the affiliated housing partners to ensure the units are built as soon as possible.

Program 3: Second Units

The Town’s second unit ordinance was updated and adopted by Council in September 2015 to include Town-initiated policy changes. In 2016 and again in 2017, California state law was updated to streamline processing of ADU applications. An updated ADU ordinance encompassing state law changes was approved by Council in 2017, and a second update to the ordinance was approved by Council on April 25, 2018. The newest changes include permitting internal ADUs in all residential zones and lowering parking requirements.

In 2017, the Town issued eleven building permits for second units, both on lots with existing homes and in conjunction with the construction of a new home. This is the highest number of permits in the past five years, with the last peak of nine units in 2014. The Town exceeded its annual goal of an average of 6.5 second units as stipulated by the Housing Element.

Staff attributes this increase to the growing attention on housing, both state-wide and locally. The Town is proactively engaging with residents on housing issues and solutions through its community conversation series, and is also acting to ensure continued compliance with state law. Staff expects to see further updates and changes from the state in the coming months, as well as Town-initiated policy updates in response to growing citizen demand for a wider array of housing options. All of these changes should act to encourage ADUs and further increase the number of applications received.

Program 4: Shared Housing

The Housing Element calls for the Town to work with HIP Housing to publicize their home sharing program to help increase resident participation. In 2017, Staff helped promote the program by providing a booth at the Farmers’ Market and forwarding their informational fliers to the PV Forum. Information on HIP’s program is also available at Town Hall and the library, and on the Town’s website. Staff plans to expand exposure to the program by including it in future discussions and promotion of ADUs and housing options.

Program 5: Fair Housing

The Town has publicized the County-wide fair housing program Project Sentinel, a housing counseling agency, by making brochures and handouts available at both Town Hall and the library. Staff will continue to ensure information on Project Sentinel is readily attainable on its website.

Program 6: Energy Conservation and Sustainability

Staff drafted an updated Green Building Ordinance which was adopted in January 2017 and went into effect on August 15, 2017. Development applications submitted for review require various levels of sustainability points and certification, depending on the intensity of work proposed. Additional requirements for new homes include being built ready for future installation of solar, thermal, and greywater systems, electric vehicle charging, and require rainwater catchment systems for all proposed turf.

Work on other related programs is ongoing, including further work on the adoption of the Climate Action Plan. Staff also continues to uphold green and energy conservation measures on Town property in accordance with the Sustainability Element.

Program 7: Explore Future Housing Needs

In 2017, the Town Council identified housing as its number one priority in the coming fiscal year, for the second year in a row. Through a grant from Home for All, an initiative of San Mateo County, the Town is holding a series of Community Conversations around housing. At the event on March 3, 2018, a diverse group assembled to discuss the situation in Town and what housing solutions might best apply; a second convening is planned for May 5, 2018, focusing on ADUs.

These events help to further implement the Council's Housing Options Strategic Plan and to more fully explore all options for increasing housing in Portola Valley. Anticipating future housing needs will be an ongoing exercise through 2022 and beyond.

Program 8: Transitional and Supportive Housing Ordinance Amendments

The Transitional and Supportive Housing Ordinance requires updating in order to fully comply with state law. Staff anticipates completing the ordinance update before the end of the Housing Element cycle in 2022.

ATTACHMENTS

1. HCD Annual Housing Element Progress Report 2017

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Portola Valley

Reporting Period 1/1/2017 - 12/31/2017

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶▶			2	6	8						
(10) Total by income Table A/A3 ▶▶			2	6	8						
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Portola Valley
Reporting Period 1/1/2017 - 12/31/2017

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0			2		2	
No. of Units Permitted for Above Moderate	4			2		6	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Portola Valley
Reporting Period 1/1/2017 - 12/31/2017

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted Non-deed restricted	21										-2
			4	3	10	6					23	
Low	Deed Restricted Non-deed restricted	15										11
			2	0	1	1					4	
Moderate	Deed Restricted Non-deed restricted	15										9
			2	1	1	2					6	
Above Moderate		13	6	8	8	6					28	-15
Total RHNA by COG. Enter allocation number:		64										3
Total Units ▶ ▶ ▶			14	12	20	15					61	
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶												

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Portola Valley
Reporting Period 1/1/2017 - 12/31/2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Inclusionary Housing	Develop amendments to the inclusionary housing program	2016	The Housing Options Strategic Plan was completed in 2016 with ongoing implementation. Town Council recommended postponing a draft housing impact fee study and allotment of affordable housing funds from the Inclusionary Housing Ordinance until the Housing Options Strategic Plan is fully implemented.
Affiliated Housing	Allow affiliated multifamily housing projects on institutional properties	Ongoing	Staff continues to engage with businesses in Town to gauge interest in joining the Affiliated Housing Program via outreach to employers and an employee survey.
Second Units	Amend the zoning ordinance to further encourage second units	Completed 2015; Continuing Updates	Town Council approved a Second Unit Ordinance update on May 24, 2017 to comply with state law, and staff has begun a second round of updates to reflect 2017 changes to state law. With a grant from Home for All, the Town is hosting community conversations around housing; the second conversation will focus on ADUs.
Shared Housing	Continue to work with HIP Housing to improve publicity of its home-sharing program to residents and employees	Ongoing	HIP regularly attends the Town Farmer's Market. Staff posted monthly fliers to a local online forum throughout 2017. Staff plans to expand exposure to HIP by including them in future discussion and promotion of ADUs in the community.
Fair Housing	Continue to publicize the County-wide program	Ongoing	Staff will continue to ensure information on Project Sentinel is readily attainable on its website.
Energy Cons'n & Sustainability	Continue green and energy conservation measures, revising them and developing new ones as necessary	Ongoing	Town Council approved the Green Building Ordinance (GBO) on January 11, 2017; the GBO was approved by the California Energy Commission in July and went into effect August 15, 2017. Staff reviews planning and building applications against the ordinance to ensure compliance at the proper point level.
Explore Future Housing Needs	Analyze housing needs and trends and explore potential programs to meet future housing needs beyond 2022	Ongoing	Council identified affordable housing as its number one priority two years in a row. An ad hoc committee created to evaluate town-owned sites for potential housing units identified four parcels for future focus.
Transitional & Supportive Housing Ord. Amd't	Amend the zoning ordinance to fully comply with state law relative to transitional and supportive housing	2017	Staff anticipates completing the ordinance update before the end of the Housing Element cycle in 2022.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Town of Portola Valley
Reporting Period 1/1/2017 - 12/31/2017

General Comments:

SLO wants more affordable housing. So it made it cheaper to build smaller homes

BY NICK WILSON

nwilson@thetribunenews.com

April 05, 2018 06:35 PM

Updated 40 minutes ago

The San Luis Obispo City Council hopes to spur construction of smaller-sized, more affordable homes to address the local housing crunch with a new policy unanimously passed Tuesday adjusting developer impact fees.

The new fees — assessed to new homes to help pay for services including water, wastewater, roadways, public safety and parks — are designed to increase costs for larger-scale homes but drop for smaller builds.

"It seems to me that this is the pedal-to-the-metal moment to create any kind of inclusivity and affordability in this community," Mayor Heidi Harmon said. "(The local housing situation) is heartbreaking, and I feel super emotional about it actually."

The new policy still must be formally adopted in a second reading of a new ordinance.

The new general cutoff for fee reductions is homes built under 1,400 square feet, though fees related to water and wastewater are lowered for homes under 1,200 square feet.

The city's policy had been to assess the same impact fees for larger and smaller homes, and council members believed developers weren't discouraged from constructing larger, more expensive homes.

Harmon has repeatedly said she believes bringing down housing costs will create a more economically and racially diverse community, which she's striving to achieve, and fees are a critical piece in doing so.

"I don't want to be the leader of an all-white, rich, older, affluent, exclusive community," she said.

As an example, developers of a new single-family home of 1,100 square feet on the city's southern end would pay \$33,064 in impact fees, while an 1,800-square-foot home would be charged \$39,688, according to city officials.

Under the existing fees, the two homes would both incur \$38,617 in fees.

Within the overall fee structure, the council also created a tiered scale related to transportation, parks and police that reduce fees for homes by scale between 1,400 and 700 square feet, with a flat fee of \$12,268 for units up to 699 square feet. Homes above 1,400 square feet would pay \$17,395 for the same fee categories within the overall cost structure.

"We need greater affordability," Councilman Aaron Gomez said. "If we don't figure that out, the housing development side of things, our community will look very different than it has — and it already does. We see this on a daily basis. What we were 10, 20, 30 years ago, it's a very different community now."

However, Councilman Dan Rivoire, while supporting the plan, expressed some concern about how directly the fees will affect housing prices.

"I live in a 680-square-foot home that I rent and that I would hope to buy, but it's pricing at \$650,000 on a tiny lot," Rivoire said.

Rivoire expressed concern that some new development would be faced with higher costs based on the new fee schedule.

Development impact fees are assessed differently between the various categories. For example, fees related to road infrastructure carry a higher cost than public safety fees.

One of the overarching goals of the change was to make the fee schedule more consistent by eliminating most differentiations between charges in different parts of the city.

While development fees overall are increasing, the new transportation-specific fee is decreasing by 11 percent.

However, the burden of paying for water and wastewater costs will include a shift of some costs to ratepayers, with the removal of \$22.7 million and \$10.9 million in capital infrastructure for water and wastewater, respectively, from the existing fee program.

Over the past year, the City Council has reviewed its comprehensive fee structure leading up to this week's decision.

The city's research showed that about \$360 million is needed to help pay for projects associated with the fee schedule, and the maximum amount the city could currently charge in development impact fees is \$209 million.

The total amount expected to be recovered through the city's new development impact program is \$146 million., according to a city staff report.

The rest of the needed infrastructure costs would have to be made up from other sources, including developer agreements, General Fund money and potentially sales-tax dollars.

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Courtesy of Serenbe

The Seductive Power of a Suburban Utopia

MIMI KIRK MAR 16, 2018

CHATTAHOOCHEE HILLS, GEORGIA—On a recent drizzly morning, I tromped through pine needles and mud past a couple of glowering llamas and through a wildflower meadow until reaching Selborne, one of three neighborhoods in Serenbe, a 1,000-acre intentional community southwest of Atlanta. Around 600 people live in Serenbe's 350 homes, and plans are afoot for many more.

The community's founder and developer, Steve Nygren, has built Serenbe over the past 15 years. At 71, he easily outpaced me on our two-hour walk around the town he made. Along the way, he proudly pointed to the variety of styles among Selborne's tidy, well-appointed houses: A modern, boxy structure abuts a classic bungalow, and a colonial is a few doors down. Townhouses mix with single-family homes, and a few buildings feature apartments on the second floor and shops below. Each of Serenbe's three neighborhoods boasts a central, downtown-like area with a smattering of retailers—a bakery, a salon, a dog grooming outfit.

"We wanted a mix of architecture so that all the buildings don't look the same," said Nygren. "That's the difference between building a town and a development."



A street in Serenbe features buildings with businesses on the ground floor and apartments above. (Courtesy of Serenbe)

Nygren conceived of Serenbe—the name is an amalgamation of “serene” and “be”—in 2000, after he saw bulldozers taking down trees near his property line. In the 1990s, Nygren, a successful Atlanta restaurateur and real estate developer, had moved with his wife and three daughters to their weekend home in Chattahoochee Hill Country, a largely undeveloped rural area of rolling hills, farms, streams, and woods. The expansive white clapboard farmhouse sat on 40 acres of land about an hour's drive from downtown.

“Our retreat to the country was understanding the need to find balance through a relationship to nature, which we weren't experiencing in the urban center,” said Nygren.

The bulldozers alarmed Nygren: He feared that Atlanta's signature suburbanization was poised to encroach on his bucolic idyll. To preserve the land around his property and fend off sprawl, he decided to found a development based on balanced growth—one in which 70 percent of the land would be protected and 30 percent would be filled with comparatively dense neighborhoods of homes, shops, restaurants, schools, medical offices, and the like.

Serenbe would be a simultaneously rural and urban utopia.

For inspiration, Nygren drew on New Urbanist tenets of design that emphasize walkability, public green spaces, and mixed use development. He was particularly keen on emulating older European villages—small towns, he said, where multiple generations lived close together and had more of a connection to nature and each other, creating the conditions for a balanced and fulfilling life. Serenbe would be simultaneously a rural and urban utopia: Residents would be surrounded by nature, but would enjoy a tight-knit community with urban-style amenities.

The Nygren's original farmhouse is now an upscale inn and restaurant whose dishes feature ingredients grown on Serenbe's 25-acre organic farm. Most residents pick up a weekly share of the fresh veggies; the week I visit, beets, kale, collards, arugula, and more were on offer. The llamas I passed and other beasts—pigs, chickens, goats—hang out nearby in the "Animal Village."



A row of houses abut Serenbe's 25-acre organic farm. (Courtesy of Serenbe)

But just steps from these agricultural activities, Serenbe residents can partake of urban-style cultural ones: Serenbe Playhouse stages family-friendly fare on outdoor sites around the community, and an artist-in-residence program brings playwrights, novelists, musicians, and painters from all over the country. In 2016, the Playhouse staged *Miss Saigon*, with a real helicopter landing during a scene, and this summer it will offer a perhaps even more ambitious show: *Titanic*, complete with an ocean liner sinking in one of Serenbe's large ponds.

The development also boasts an array of amenities to rival any gentrified urban neighborhood: a spa, a yoga studio, a coffee shop, a Montessori school, and a small Whole Foods-esque grocery. Most of Serenbe's residents opt to live there full-time; less than a third use it as a weekend retreat. Those who are permanent fixtures are a mix of retirees, teleworkers, and Atlanta commuters.

And those bulldozers? They were prepping the area for a small airstrip. Nygren subsequently bought the land and planted the wildflower meadow I walked through.

A modern twist on the 19th-century utopia

There's a long history of similar efforts to get away from the city without leaving the benefits of city life behind. Early 19th-century French philosopher Charles Fourier argued that the ideal number of people for a community was around 1,600, and that they should live communally in a U-shaped structure and work in jobs based on their desires and interests. He saw this as a means of escaping the industrial revolution and the chaos and filth of the cities in which it thrived. He wrote of his vision:

Howard's plans involved circular cities of around 30,000 people on 6,000 acres with all the necessities and pleasures of urban life—shops, residences, parks, and even industry on the outskirts—densely situated and surrounded by a wide rural belt. Garden cities proliferated around the world, with Greenbelt, Maryland, perhaps the most well-known in the United States. “Over 100 years ago we have a similar vision to Serenbe,” said Deborah Cowen, a University of Toronto geography professor who specializes in cities, suburbs, and social justice. She calls it “a different kind of suburbanization.”

Designed for your best life

Ebenezer Howard's plans for his garden cities were meticulous in their attention to detail, but Steve Nygren may have him beat. He's been almost obsessive about Serenbe's design in his quest to make the village as pleasant, green, and convivial a place as possible.

As in the pioneering garden-suburb plans of Frederick Law Olmsted, Nygren ensured, for example, that the neighborhoods' streets do not follow a straight line but instead follow the contours of the natural landscape, helping to reduce the look and feel of artificiality from which many New Urbanist developments suffer. Though it's difficult to make a new development feel like it's been around a long time, Serenbe does feel more organic and less contrived than counterparts like Seaside, Florida—the planned community that served as the set for the movie *The Truman Show*, in which the protagonist discovers his entire life is a television program.

The dwellings themselves are rarely gaudy—the homes range from 1,000 to 3,000 square feet, with nary a McMansion in sight. Trash and recycling cans go in a hole in the ground next to one's house, so as not to visually pollute the premises. A golf cart “concierge” fetches them once a week, cutting down on noise pollution as well.



An aerial view of Selborne, the first of Serenbe's three neighborhoods. (Courtesy of Serenbe)

Strategies to reduce the settlement's environmental footprint abound. The 30 percent of Serenbe's land that may be built on is done so more densely than Atlanta's usual sprawl model, resulting in 20 percent more housing per square mile compared to other suburbs. Houses do not have traditional lawns, but rather sit right on the street or, if set back, feature swaths of pine needles and ground cover that doesn't require excessive watering. The energy-efficient homes cut utility costs by 35 percent; in the future, the use of more geothermal energy will, said Nygren, reduce costs by another 30 to 35 percent.

All homes have front porches or sitting areas just outside the front door to encourage interaction among neighbors. (Garages are often tucked out back.) Mail is collected from a communal space, similar to what you'd find in an apartment complex, with rows of individual boxes—another trick to design in more neighborly conversation. And multigenerational interaction is encouraged; single-floor homes geared for those looking to age in place, or remain in their houses as they grow older, are found throughout the community.

“I don't have parents anymore, so I've created a family here.”

Lorrie Thomas Ross, a working mother in her 40s who runs a marketing business from home and has lived in Serenbe for more than two years, said she particularly appreciates this multigenerational aspect. That night, she told me, she was having cocktails with an 80-year-old girlfriend, and is also close with her older neighbors. "I don't have parents anymore, so I've created a family here," she said.

Ross and I went to meet her six-year-old daughter, Edyn, at The Children's House, Serenbe's Montessori school. Edyn was looking at bugs outside with her classmates when we arrived, and then ran off to jump on a trampoline with them and some parents across the street. Ross accompanied me to the nearby bookstore, keeping an occasional eye on Edyn through the window. "I know who she's with, so I'm not worried," she said.



Serenbe's homes that sit back from the street do not feature traditional lawns, to cut down on water use. (Courtesy of Serenbe)

Nadine Bratti, who runs the grocery store next to the school, said this feeling of safety is one of the things she likes best about living in Serenbe. "My 13-year-old daughter can spend the night at a friend's and then they can walk to a café for breakfast," she said. "I don't need to go with her or take her. She has freedom she never would anywhere else."

Serenbe's design does seem to encourage the behaviors Nygren is aiming for—walking, healthier eating, sociability, children's independent play. At the same time, it offers a panoply of high-end goods and services that the average rural or suburban area might lack. In some ways, Serenbe is like a less-gritty version of a gentrified urban enclave, one that's surrounded by woods instead of less-affluent neighborhoods.

And, just like those polarizing bubbles of urban inequality, Serenbe is not immune from difficult questions about inclusion, diversity, and the perils of self-segregation.

Inside a seductive bubble

Serenbe bills itself as a wellness community, and its newest neighborhood, Mado (still under construction), is particularly focused around this idea. Mado's streets are already lined with blueberry bushes that residents can pick from at their leisure, and more green areas filled with edible and medicinal plants are planned. Mado will also host practitioners of both Western and Eastern medicine. "It's about vital living instead of treating sickness," said Nygren.

Wellness communities are big business, according to a recent *Fast Company* article that profiled Serenbe. Wellness real estate, the article reported, is worth \$52.5 billion in North America alone, and is growing 6.4 percent annually. Serenbe's homes run upward of \$700,000; the most affordable is \$359,000. Some smaller homes and apartments are available for rent; the day I checked the listings, a furnished two-bedroom loft was on offer for \$3,800 per month, and a one-bedroom carriage house was listed for \$1,900. Serenbe life doesn't come cheap.



Serenbe's architectural styles run the gamut from modern to colonial to cottages inspired by those in England's Cotswolds. (Courtesy of Serenbe)

Cowen of the University of Toronto said it's this element of profit that needs a critical look. She likened Serenbe to a post-industrial company town, one in which the commodity being sold isn't made in a factory, but the real estate itself—as well as the fantasy and narrative that accompany it.

“Serenbe is intended to be environmentally oriented, but it’s also creating land as a scarce commodity through preservation, which makes it a lucrative enterprise,” she said. “It’s a great business model, but I’m not sure it offers anything in terms of future urban development.”

The community is indeed a showpiece of certain progressive urban ideas—its comparatively dense building stock, energy-efficient homes, and emphasis on local agriculture certainly distinguish it from Atlantan suburbs like Marietta or Stone Mountain. But it largely leaves untouched the broader issues that are at the center of the contemporary urban and ecological crisis, including racial justice, income equality, and the severe lack of affordable housing.

“Serenbe feels like the creation of a largely white community as shelter.”

“We’re in such a fraught urban moment, whether we’re looking at the environment, extreme concentrations of wealth, the corporatization of the world, or deepening racial segregation,” Cowen said.

In this context, a place like Serenbe seems to offer a progressive twist on a familiar pattern: Wealthy and mostly white urbanites fleeing cities in the face of potential catastrophe, whether environmental or social. “Serenbe feels like the creation of a largely white community as shelter,” said Murphy of UC Irvine.

Added Cowen: “It’s a question of the defensive futures being built by those who can afford to escape.”

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This is also a critical distinction between enclaves like Serenbe and the utopias of Charles Fourier and Ebenezer Howard, which were envisioned as ways to give the working classes an alternative to the misery of their industrial urban lives. In this early 21st century model, utopia is a more exclusive proposition.

Serenbe told me it doesn't keep demographic data on its residents. Its [website](#) and marketing materials show a few people of color among a solidly white community, and that's an impression that mirrored my own after spending the day there. The larger community in which Serenbe sits, Chattahoochee Hills, is [almost completely white](#), compared to the suburb next door, Palmetto, which has a large African-American and Latino population—as well as [twice the percentage of people living in poverty](#). (For a detailed account of the complex racial dynamics of suburban Atlanta, see my colleague [Brentin Mock's recent CityLab series](#) on the area's "cityhood" movement.) Easy access to the town is also limited to those with a private car; it's about a 30-minute drive to the nearest MARTA stop.

Nygren counters that Serenbe can serve as a model for how to more thoughtfully build communities to benefit people from all walks of life. Some elements of the development—such as its emphasis on giving residents more time immersed in nature or promoting socialization among neighbors—can be implemented in any community looking to improve the general well-being of its citizens, without excessive cost. "While Serenbe's model cannot solve all of the major societal issues currently impacting our country, we do not shy away from confronting complex issues and having an open dialogue about them," he said. "We value diversity and everyone is welcome within our community."

Serenbe's housing prices are comparable to the Atlanta market, he added, and overall home prices are becoming increasingly affordable as more builders adopt environmentally responsible methods, driving down construction costs. Nygren has also worked to diversify housing options to attract buyers across price points, offerings lofts, work/live units, and [smaller cottages](#) while also increasing the number of rentals.

As time goes on, debates about Serenbe's diversity and inclusivity may fade or fundamentally change. [Utopias aren't static](#): Greenbelt, Maryland, and other towns inspired by Ebenezer Howard's garden city movement—places like Reston, Virginia; Jackson Heights, Queens; and Chatham Village, Pittsburgh—eventually became either run-of-the-mill suburbs or were folded into nearby urban neighborhoods. Others have succumbed to [shifting economic tides](#) and changing tastes. Even the dream towns of developer-visionaries eventually escape their creators' grasp. Add a century, and Serenbe may share a similar fate as its predecessors.

I asked Nygren what he thought Serenbe might be like in a hundred years—should the community last that long. He laughed.

"It'll last at least two hundred."

About the Author

Mimi Kirk

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Mimi Kirk is a contributing writer to CityLab covering education, youth, and aging. Her writing has also appeared in *The Washington Post*, *Foreign Policy*, and *Smithsonian*.



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PLANNING COMMISSION REGULAR MEETING, TOWN OF PORTOLA VALLEY, APRIL 4, 2018, SCHOOLHOUSE, TOWN CENTER, 765 PORTOLA ROAD, PORTOLA VALLEY, CA 94028

Vice Chair Goulden called the Planning Commission regular meeting to order at 7:00 p.m. Interim Planning Director Cassidy called the roll.

Present: Commissioners Gilbert and Taylor; Vice Chair Goulden; Chair Targ (arrived late)

Absent: Commissioner Hasko

Council Liason: Mayor John Richards

Staff Present: Arly Cassidy, Interim Planning Director and Cynthia Richardson, Consultant Planner

Vice Chair Goulden moved Agenda Item 6, the Alpine Hills Tennis & Swimming Club Annual Report, to the top of the Agenda.

ORAL COMMUNICATIONS

None.

5. Alpine Hills Tennis & Swimming Club Annual Report

Consultant Planner Richardson presented the club's annual report. She said last year the Alpine Hills Tennis & Swimming Club applied for and received a Conditional Use Permit Amendment for a new clubhouse, renovation of the Roadhouse, modification to hours and locations of delivery, and an added paved parking lot in the back of the property, off of Los Trancos Road. She explained that their Conditional Use Permit called for an annual review regarding the status of the membership. She said staff has not received any comments or complaints from neighbors. She said that because the club membership is below the allowed maximum, staff does not believe the Planning Commission needs to call for a public hearing. Eric Quaid was also present to answer any questions.

Commissioner Gilbert asked if the modifications to the delivery schedules would be delayed until after the construction was completed. Mr. Quaid said right now all of the deliveries will be in the front because the rear parking lot will be under construction. He said they are currently in the staging phase, and they estimate it will take 90 days to complete the rear parking lot, at which time all deliveries will be received at the rear of the property and within the allowed hours. He said they estimated 15 months for the entire project to be completed.

The Commissioners requested that in the future the club's annual report is included in the agenda packet.

Mr. Quaid suggested that when the Conditional Use Permit is amended in the future, the membership maximum should be clarified to say no more than 550 families or 700 memberships to avoid confusion.

NEW BUSINESS

1. Proposed Amendments to the Outdoor Lighting Ordinance and Lighting Design Guidelines

Interim Planning Director Cassidy presented the proposed changes to the Portola Valley Municipal Code and Design Guidelines regarding Outdoor Lighting and requested the Planning Commission approve a resolution recommending their approval to the Town Council, as detailed in the staff report.

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She also presented a demonstration of various light bulbs to the Commission. She explained the measurements of wattage, lumens, and Kelvins.

Chair Targ asked how the watts to lumens conversion table will be used. Interim Planning Director Cassidy said the table was provided for reference to the Commissioners and would not be a part of the ordinance. She said the goal is to use lumens as the metric for brightness measurement.

Vice Chair Goulden asked about the Planning Commission's role regarding this issue. Interim Planning Director Cassidy said there is no specific task assigned to the Planning Commission in the development of this ordinance. She said, however, any questions or comments by the Commissioners will add value.

Commissioner Gilbert asked if enforcement was primarily complaint-based. Interim Planning Director Cassidy said all code compliance issues are complaint driven. She said there are some code sections, such as this one, that are more difficult to enforce. She pointed out that most people do try to comply with the ordinances, and there is a lot of respect for the dark skies in Portola Valley.

Vice Chair Goulden said he has been to homes that were almost dangerous because of the lack of lighting, and he was initially concerned the new ordinance would make that even worse. He said he was pleased to see that safety was a top concern. He was supportive of the ASCC's recommendation.

Chair Targ asked how the ordinance modifications would allow a homeowner to create a more secure, light-rich environment. Interim Planning Director Cassidy said she would not use the term "light-rich," but would definitely use "more secure." She said the general goal of the ordinance is to better lay out the Town's goal of using light when it's really needed for safety, navigation, and enjoyment, allowing residents to enjoy their properties, while still respecting the Town's commitment to dark skies, and also not infringing on other people's use of their properties. She said the ordinance calls out the new technologies to allow people to better illuminate their properties when needed, while ensuring the lights are off when not needed.

Chair Targ asked if the Town has experienced diminution in dark skies in Portola Valley based on lighting within Portola Valley or if it was more generally due to ambient lighting from the surrounding region. Interim Planning Director Cassidy said she doesn't have data regarding measurable ambient light in Portola Valley increasing; however, most people agree anecdotally that the dark skies have diminished over time. She said the Town's commitment to dark skies will continue to be best felt in the darkest areas, such as Windy Hill. She said there is no way to control Bay Area smog, which will continue to reflect man-made light, and said there will likely continue to be a loss of visible starlight.

Chair Targ said he was liaison to the ASCC when this issue was being discussed. He said he was impressed by the talent, knowledge, and expertise represented on the ASCC and supported their recommendation.

Commissioner Taylor said he is concerned about the lack of will to enforce code violations. He said the way the ordinance reads, after someone receives ASCC approval and has completed construction, it would be legal to install many 1,100-lumen lights on a property as long as they were in dark-sky shades. He said there are restrictions in the guidelines, but they are not enforceable, and there is no will to enforce it. He said the easiest way to install a motion sensor light is to buy one from Home Depot, screw it into the side of a wall that points directly out and triggers, which is an anathema to everything stated in the ordinance, yet the violation will not be enforced. He suggested there be some kind of notice system from the Town for code violators. Interim Planning Director Cassidy said when a complaint is received, it is logged. She said Town practice is to contact and notify the offender that a complaint has been received. She said the majority of the Town's code enforcement cases are

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resolved through a phone call and most people are apologetic and fix the problem. If there is no response or the offender seems uninterested in complying, she said a letter would be issued. She said the problem is that the Town needs to document the offense, and if it occurs after hours it is difficult for staff to respond on-site at the time the offense is occurring. Commissioner Taylor said the motion lights are particularly an issue in the higher density areas, or areas with smaller lots and steeper slopes. Interim Planning Director Cassidy said staff often follows up with issues courtesy notices upon receipt of complaints. She said Town staff encourage people to be friendly with their neighbors and have conversations if there is an issue. She agreed that it is difficult to know exactly how to enforce and how far down the path the Town wants to go enforcing lighting restrictions – such as a light that is 5 lumens above the maximum allowed. Commissioner Taylor said his primary concern is the motion lights that almost always point out to the street.

Chair Targ said it is a valid point about how to enforce the ordinance. He invited Commissioner Taylor to work with Town staff to make a recommendation to be brought back to the Commission for discussion.

Chair Targ invited questions from the public. Hearing none, Chair Targ closed the public hearing and brought the item back to the Commission for discussion.

Vice Chair Goulden said the enforcement issue is a general one and does not apply to this ordinance only. He would not be supportive of holding up this ordinance in order to address the more general enforcement issue.

Chair Targ said this ordinance as proposed does not address issues of enforcement. He suggested a listening or education session to address the important but separate issue of code enforcement.

Commissioner Taylor suggested there be some measure of whether compliance with the lighting ordinance is getting better or worse, which will better determine the level of importance of code enforcement.

Vice Chair Goulden moved to approve the Resolution of the Planning Commission of the Town of Portola Valley Recommending Approval of an Ordinance Amending Title 18 [Zoning] of the Portola Valley Municipal Code. Seconded by Commissioner Taylor; the motion carried 4-0.

Interim Planning Director Cassidy asked if the Planning Commission wanted to discuss enforcement or measurements of lighting in immediately future meetings. Chair Targ suggested Commissioner Taylor work with staff to make a recommendation for an upcoming meeting regarding code compliance enforcement. Commissioner Taylor agreed.

2. Proposed Amendments to the Second Unit Ordinance

Interim Planning Director Cassidy presented the background regarding the changes to the State ADU Ordinance and the proposed changes to the Portola Valley Municipal Code necessary to comply with the State requirements regarding the Second Unit Ordinance. Staff recommended approval of the proposed amendments to the Town Council, as detailed in the staff report.

Commissioner Taylor asked if the setbacks were for conforming or nonconforming structures. He asked if, for example, an ADU could be added to the top of a garage that had been sitting on a property line for 50 years. Interim Planning Director Cassidy said the State law is not explicit on this, and there are sections where the word “legal” is used and other sections where it is not. She said her interpretation is that it would probably be allowed on a legal non-conforming structure but would not be allowed on an illegal structure.

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Commissioner Gilbert said a legal non-conforming structure could not be made more non-conforming. Interim Planning Director Cassidy agreed and said she would defer to the Town Attorney to provide clarification of the State law requirements.

Commissioner Gilbert asked if someone had a legal garage that was converted to an ADU or a portion of an ADU, they could expand the footprint up to the property line into the setback. Interim Planning Director Cassidy said that was correct, per State law. She said that in reviewing a proposal for an ADU, staff would encourage the honoring of that setback, but could not legally require it. She said the State will likely continue to issue updates because of the lack of clarity in the State's ordinance.

In response to Commissioner Taylor's question, Interim Planning Director Cassidy explained that the State's Ordinance allows the Town to place limitations such as requiring design review, parking, and limiting zones where ADUs can be built. She said if the Town removes their ordinance, none of those Town-specified limitations would be allowed.

Chair Targ asked if the language being used in the Town's ordinance was taken directly from the State. Interim Planning Director Cassidy said it is not a direct copy. She said the update executed last year was heavily vetted by the Town Attorney. She said this update has been reviewed by the Town Attorney, but there has not been a side by side comparison. She said she believes the changes in the State Code have been captured effectively in the proposed ordinance.

Chair Targ invited public comment. Hearing none, Chair Targ brought the item back to the Commission for discussion.

Chair Targ said it is highly desirable to comply with State law so the Town does not lose the flexibility they now have. He expressed concern that the Town Attorney has not done a side-by-side comparison to assure compliance. He asked the other Commissioners if they want to see a side-by-side to assure conformance or if they would address the issues as they arise.

Vice Chair Goulden was satisfied with dealing with issues as they arise and to move forward with this ordinance as proposed.

Commissioner Taylor was satisfied with the ordinance as proposed as long as something already non-conforming could not be made more non-conforming. He said if an architect or homeowner insisted because State law allowed it, the ordinance should come back to the Planning Commission for discussion.

Commissioner Gilbert suggested "or to a portion of a second unit" should be added to Section B(2)(i). Interim Planning Director Cassidy agreed and said it should be added in order to comply with the State Code.

Commissioner Gilbert suggested adding to Section B(3)(e) "no parking requirement shall apply." Interim Planning Director Cassidy agreed.

Commissioner Gilbert moved to approve the proposed changes to the Portola Valley Municipal Code regarding the Second Unit Ordinance with the two additional changes: adding "or a portion of a second unit" to Section B(2)(i) and adding "no parking requirement shall apply" to Section B(3)(e). Seconded by Commissioner Taylor; the motion carried 4-0.

3. Proposed Amendments to the Yards Ordinance

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Interim Planning Director Cassidy presented the background and proposed changes to the Portola Valley Municipal Code regarding the Yards Ordinance. The Commission was asked to review the resolution and recommend approval to the Town Council, as detailed in the staff report.

Vice Chair Goulden asked regarding a general ratio between the front and rear setback measurements. Interim Planning Director Cassidy said there is not a ratio, and the measurements change by zone. She said in the larger districts, the front setback is much larger than the rear setback, but in smaller districts the front and rear setbacks tend to be more equal. She said the front setback is always larger in scenic corridors.

Chair Targ asked how this issue came about. Interim Planning Director Cassidy said it is not a common complaint; however, a homeowner brought to staff's attention that the ordinance presented an undue burden for homeowners with flag or panhandle shaped lots. Chair Targ asked if this could be handled with a variance. Interim Planning Director Cassidy said a variance relies on a finding of a true uniqueness. She said there are approximately 50 flag lots in the main portion of Town so they are not unique, and the Code should be changed for the benefit of all of them.

In response to Commissioner Taylor's question, Interim Planning Director Cassidy said when a lot is situated on a corner, the property owner can decide which side is the front. When that property abuts a street, the front is where the driveway touches the street. She said the determination gets more complex with irregular shapes.

Chair Targ invited public comment. Hearing none, he brought the item back to the Commission for discussion.

Commissioner Gilbert said she was supportive of the ordinance, acknowledging there may be some confusion and complexity for certain lots.

Chair Targ said he agreed with the point but is not comfortable without actually looking at a parcel map. He said the proposed ordinance has the potential to significantly impact neighbors. He said before he would feel comfortable changing the ordinance, he would want to know how people have dealt with the existing ordinance thus far, what it might look like to change it, and potentially noticing residents who would be affected by the change.

Commissioner Gilbert asked if the homeowner raising the issue was asking in general or if they were planning a construction project that would be affected if the Commission delayed the decision. Interim Planning Director Cassidy said she was unaware of any proposed project.

Chair Targ said there is a virtue in normalizing the code in the absence of any other issue, and it also provides some time to become better educated.

Commissioner Taylor said he would be more comfortable after looking at all of the lots. He said he is less comfortable with noticing all the neighbors. He said it seems arbitrary that the front setback gave the person adjacent to the property owner more privilege just because it happens that that lot faced the street. Chair Targ said he understands why it feels arbitrary, but said that people have been living with that since 1965, and he wants to make sure they are completely aware of what they are inviting by changing it. He said people may have a rapid acceleration or deceleration when they find out their house is closer to their neighbor's house than they thought.

In response to Commissioner Taylor's question, Interim Planning Director Cassidy said the front setback for properties on the scenic corridor is up to 75 feet. She said the most common front setback is 50 feet, and the rear setback is 20 feet.

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Commissioner Gilbert said where that would come into play is if the person on the flag lot now wants to build a new house, and the residents of the lot in front now have a house much closer to them.

Commissioner Taylor said he understands that, but the idea of noticing all neighbors of all the flag lots seems a step too far.

Chair Targ said he thought raising the visibility of the issue was appropriate. Town Council Liaison Richards pointed out that any proposed project would come before the ASCC which is a further buffer. He pointed out that the setback figures were guidelines and not absolutes.

Chair Targ said he was not prepared to vote in favor of this without additional information and education about the issue.

Interim Planning Director Cassidy shared some examples of different odd-shaped flag lot properties.

Commissioner Gilbert asked if the ordinance could say something like “at the discretion of the ASCC,” for example, to take into account individual circumstances. Interim Planning Director Cassidy asked about proposed projects that were within the setback but were not required to go through the ASCC. Commissioner Gilbert said it could be a requirement to go before the ASCC. Town Council Liaison Richards said if it was an ADU, it would be an administrative decision.

Commissioner Gilbert said if the proposed ordinance was applied and someone had topographical limitations, they could ask for a variance arguing that if the setback was applied, they would not be able to build. Interim Planning Director Cassidy said they would not need to apply for a variance because the updated ordinance completely deletes the Section 18.52.110 regarding exception for a parcel not abutting on street. She said she knows of no cases that have been brought to the Planning Commission applying for that exception.

Commissioner Taylor suggested the exception clause was sufficient. He said the ambiguities could be dealt with as they came along rather than creating a new ordinance and having to deal with unknown ambiguities. He said he appreciated the goodwill in trying to make the ordinances simple and clear. He said in this case, however, there was not much to be gained by making the change.

Interim Planning Director Cassidy said staff could change how they discuss setbacks. She said currently setbacks are presented as firm requirements that would need variances to make exceptions. She said there are many projects that would not normally come before the Planning Commission, and this would add an additional body of review, which makes the process more arduous.

In response to Town Council Liaison Richards’s question, Interim Planning Director Cassidy said the ASCC approved the proposed ordinance and thought it was a simple and straightforward fix.

Commissioner Taylor said he understood the concern about making it a more arduous process, but he liked that the exception process required an open hearing and that the neighbor could come and explain their objection. He pointed out that this would only happen in very few instances. Interim Planning Director Cassidy said that for the fence ordinance and staff-level approval of ADUs, staff notices immediately adjacent neighbors. She said it could be added to the ordinance that building within the changed setback area triggers noticing to immediate neighbors, even if no public hearing is required.

Commissioner Gilbert was supportive of keeping the ordinance as is and pointing out the exception option to the homeowner who brought the issue to staff.

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Commissioner Taylor was supportive of staff explaining that there are some rare exceptions that could be applied to setback requirements and then leave it to the homeowner to figure out what they want to do from there.

Vice Chair Goulden was supportive of not changing the ordinance. His concern is that by changing it, the potential is there for unnecessary and unforeseen problems.

Commissioner Taylor moved to deny this amended ordinance and suggested that staff makes clear that setbacks are subject to exceptions. Seconded by Vice Chair Goulden; the motion carried 4-0.

Commissioner Taylor expressed appreciation to Interim Planning Director Cassidy for the efforts to normalize the ordinances and said the Commission does not want to discourage that process.

4. Annual Housing Element Progress Report for 2017

This item has been continued to the next regular Planning Commission meeting.

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

5. Alpine Hills Tennis & Swimming Club Annual Report

This item was moved to the top of the Agenda.

6. News Digest: Planning Issues of the Day

Interim Planning Director Cassidy shared articles of interest with the Commissioners regarding parking, pedestrian risk from vehicular impact, and teenage driver statistics.

APPROVAL OF MINUTES:

7. Planning Commission Meeting of February 7, 2018

Vice Chair Goulden moved to approve the minutes of the February 7, 2018, meeting, as amended. Seconded by Commissioner Taylor, the motion carried 4-0.

8. Planning Commission Meeting of February 21, 2018

Commissioner Taylor moved to approve the minutes of the February 21, 2018, meeting, subject to Commissioner Hasko's additional comments. Seconded by Chair Targ, the motion carried 2-0, with Vice Chair Goulden and Vice Mayor Wengert abstaining.

ADJOURNMENT [9:00 p.m.]