

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

DATE: September 24, 2014

TO: Planning Commission

FROM: Planning Staff

SUBJECT: EXECUTIVE SUMMARY: Consideration of a Use Permit, Coastal Development Permit and Design Review, pursuant to Sections 6133.3.b, 6328.4 and 6565.3 of the San Mateo County Zoning Regulations, respectively, to construct a 1,215 sq. ft., new single-family residence, plus a 260 sq. ft. attached one-car garage on an existing 3,658 sq. ft. non-conforming legal parcel, where 5,000 sq. ft. is the required minimum, including a proposed left side setback of 3 feet, where 5 feet is the minimum required, and one covered parking space where two covered spaces are the minimum required, located on Main Street in the unincorporated Montara area of San Mateo County. No trees are proposed for removal. The project is appealable to the California Coastal Commission.

County File Number: PLN 2014-00096 (Harrison)

PROPOSAL

The applicant is requesting approval to construct a new one-story, 1,215 sq. ft. single-family residence, plus a 260 sq. ft. attached one-car garage on an existing 3,658 sq. ft. non-conforming legal parcel, including a proposed right side setback of 3 feet, where 5 feet is the minimum required, and one covered parking space, where two covered spaces are the minimum required. The lot is 25 feet wide, where the minimum required width is 50 feet. The single-story home consists of a covered entryway that provides immediate access to the hallway of the residence. A guest bedroom and bath, living room, kitchen, and a master bedroom and bath complete the living areas on this single floor that transitions to a rear outdoor deck.

RECOMMENDATION

That the Planning Commission approve the Use Permit, Coastal Development Permit, Design Review, County File Number PLN 2014-00096, based on and subject to the required findings and conditions of approval listed in Attachment A.

SUMMARY

The project site is located east of Cabrillo Highway in an area of predominantly single-family structures of various architectural styles. The general vicinity is sloping in topography, including a 5% slope for the subject site. The parcel is located within the County Scenic Corridor and is bounded by Cabrillo Highway/Pacific Ocean westward and Main Street eastward. Two adjacent parcels south of the subject site are undeveloped while a single-story residential structure is located immediately adjacent north of the project site.

The project conforms with applicable policies of the County's General Plan and the San Mateo County Local Coastal Program (LCP). Regarding the General Plan, the project complies with applicable policies, specifically those relating to water and wastewater supply. The project will connect to the Montara Water and Sanitary District (MWSD) for water and wastewater supply, where MWSD has indicated that there is adequate capacity to accommodate the project. The existing well on-site will be abandoned in order to comply with LCP Policy 1.19.f. Also, regarding the LCP, the project complies with policies requiring infill development and compliance with design review standards and findings. The property is within the existing Farallone City Re-subdivision (recorded in 1907) in the urban area of Montara, where public facilities, services and utilities are available.

The Coastside Design Review Committee (CDRC) considered the project at the June 12, 2014 meeting and determined that the project, as designed, complies with applicable Design Review Standards to warrant a recommendation for project approval. The one-story single-family residence integrates well with the existing neighborhood. The well-articulated design of the single-family residence and the corresponding break-up of the roof mass help to mitigate the appearance of mass and bulk and minimizes impacts to existing views from neighbors' properties.

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SUBJECT: Consideration of a Use Permit, Coastal Development Permit and Design Review, pursuant to Sections 6133.3.b, 6328.4 and 6565.3 of the San Mateo County Zoning Regulations, respectively, to allow construction of a 1,215 sq. ft., new one-story single-family residence, plus a 260 sq. ft. attached one-car garage on an existing 3,658 sq. ft. non-conforming legal parcel, where 5,000 sq. ft. is the required minimum, including a proposed right side setback of 3 feet, where 5 feet is the minimum required, and one covered parking space where two covered spaces are the minimum required, located at 1230 Main Street in the unincorporated Montara area of San Mateo County. No trees are proposed for removal. The project is appealable to the California Coastal Commission.

County File Number: PLN 2014-00096 (Harrison)

PROPOSAL

The applicant is requesting approval to construct a new one-story, 1,215 sq. ft. single-family residence, plus a 260 sq. ft. attached one-car garage on an existing 3,658 sq. ft. non-conforming legal parcel, including a proposed right side setback of 3 feet, where 5 feet is the minimum required, and one covered parking space, where two covered spaces are the minimum required. The lot is 25 feet wide, where the minimum required width is 50 feet. The single-story home consists of a covered entryway that provides immediate access to the hallway of the residence. A guest bedroom and bath, living room, kitchen, and a master bedroom and bath complete the living areas on this single floor that transitions to an attached rear outdoor deck.

RECOMMENDATION

That the Planning Commission approve the Use Permit, Coastal Development Permit and Design Review, County File Number PLN 2014-00096, based on and subject to the required findings and conditions of approval listed in Attachment A

BACKGROUND

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

Applicant/Owner: Sandra Harrison

Location: 1230 Main Street, Montara

APN: 036-047-020

Parcel Size: 3,658 sq. ft.

Parcel Legality: Certificate of Compliance (Type A) as recorded on June 20, 2013.

Existing Zoning: R-1/S-17/DR/CD (Single-Family Residential District/S-17 Combining District with 5,000 sq. ft. minimum parcel size/Design Review/Coastal Development)

General Plan Designation: Medium Density Residential (6.1-8.0 dwelling units per acre)

Sphere-of-Influence: City of Half Moon Bay

Existing Land Use: Undeveloped

Water Supply: Montara Water and Sanitary District

Sewage Disposal: Montara Water and Sanitary District

Flood Zone: Zone X, Areas of Minimal Flooding

Environmental Evaluation: This project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act, related to new construction of small structures, including a single-family residence in a residential zone.

Setting: The parcel is located east of Cabrillo Highway in an area of predominantly single-family structures of various architectural styles. The general vicinity is sloping in topography, including a 5% slope for the subject site. The parcel is located within the County Scenic Corridor and is bounded by Cabrillo Highway/Pacific Ocean westward and Main Street eastward. Two adjacent parcels south of the subject site are undeveloped while a single-story residential structure is located immediately adjacent north of the project site.

Chronology:

<u>Date</u>	<u>Action</u>
June 20, 2013	- Certificate of Compliance Type A recorded.
March 21, 2014	- Application submitted.

- June 3, 2014 - Application deemed complete.
- June 12, 2014 - Coastside Design Review Committee (CDRC) considers the project at this regularly scheduled meeting and determines the findings for compliance with the Design Review Standards to recommend approval.
- September 24, 2014 - Planning Commission public hearing.

DISCUSSION

A. KEY ISSUES

1. Conformance with the County General Plan

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

Visual Quality Policy 4.14(a) (*Appearance of New Development*) specifically addresses the requirement to regulate development to promote and enhance good design, site relationships and other aesthetic considerations. The one-story residence integrates well with the established streetscape, in keeping with the other two-story structures in the vicinity. The space for light and air is also increased for this site and adjacent structures as a result of keeping the proposed home to only a single story. The architectural elements and exterior materials and colors proposed for the new structure are complementary with the neighborhood design context. The mass and bulk have also been mitigated as a result of the enhanced facade articulation and the break-up of the roof mass that include strategic placements of dormers. The height of the structure is kept at 16 feet, which is below the maximum allowed of 28 feet. The project has received a recommendation for approval from the Design Review Committee based on the Committee's conclusion that the project conforms to the design standards that implement this policy as discussed in Section 3.b below.

Visual Quality Policy 4.35 (*Urban Area Design Concepts*) calls for new development to maintain and, where possible, improve upon the appearance and visual character of development in urban areas, and to ensure that new development in urban areas is designed and constructed to contribute to the orderly and harmonious development of the locality. The structure is well-articulated with exterior walls that are broken up with strategically placed windows and an entryway to avoid flat wall planes. The proposed colors are earth tones that complement the other neighborhood structures. The front and rear setbacks of 20 feet and 24 feet, respectively, provide adequate open spaces for the narrow lot. The gable roofs are sloped to

provide light and air to the parcel and adjacent structures. The materials used, such as wood siding and composite roof shingles, are similar to the other single-family structures in the neighborhood. The driveway and covered garage accommodate off-street parking for two cars. The structure's height of 16 feet, well-articulated exterior facades, and the use of earth-tone colors for the project color scheme contribute to the project's compatibility with the neighborhood character.

Urban Land Use Policy 8.38 (*Height, Bulk and Setbacks*) regulates the height, bulk and setback requirements in zoning districts in order to: (1) ensure that the size and scale of development is compatible with parcel size, (2) provide sufficient light and air in and around the structures, (3) ensure that development of permitted densities is feasible, and (4) ensure public health and safety. As previously discussed, the proposed project is brought into scale with surrounding development via the structure's height of 16 feet. Furthermore, the overall lot coverage of 40% (1,475 sq. ft.) is less than the maximum allowed of 50% (1,829 sq. ft.), while the total floor area proposed of 40% (1,475 sq. ft.), is also less than the maximum allowed of 48% (1,754 sq. ft.).

Water Supply Policy 10.1 (*Coordinate Planning*) requires the County to coordinate water supply planning with land use and wastewater management planning to assure that the supply and quality of water is commensurate with the level of development planned in the area. A Coastal Development Permit for an on-site domestic well was approved on November 9, 2005. Pursuant to a policy adopted by the Board of Supervisors on September 12, 1989, as well as LCP Policy 1.19.f, connection to a public water system is required as soon as this becomes available. The Montara Water and Sanitary District (MWSD) has confirmed that a water service connection is available for this site. In order to further comply with these policies, the applicant will be required to abandon the well, as stipulated in Condition No. 15. The applicant has initiated the permitting process of abandonment with the Environmental Health Division.

Wastewater Policies 11.1 and 11.2 (*Adequate Wastewater Management and Coordinate Planning*) require the County to plan for the provision of adequate wastewater management facilities to serve development in order to protect public health and water quality and to coordinate wastewater management planning with land use and water supply planning to assure that the capacity of sewerage facilities is commensurate with the level of development planned for an area. The Montara Water and Sanitary District has provided staff with a project review comment letter indicating adequate capacity to serve the project, subject to conditions, including requiring the applicant to obtain Domestic Water/Fire Protection Connection and Sewer Permits and to submit fire flow calculations from a Certified Fire Protection Contractor.

2. Conformance with the Local Coastal Program

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

a. Locating and Planning New Development Component

Policy 1.18 (*Location of New Development*) directs new development to existing urban areas in order to discourage urban sprawl and maximize the efficiency of public facilities, services and utilities. Also, new development should be concentrated in urban areas by requiring the “infilling” of existing residential subdivisions. Policy 1.20 (*Definition of Infill*) defines infill as the development of vacant land in urban areas that is subdivided and zoned for development at densities greater than one dwelling unit per 5 acres, and/or served by sewer and water. The project complies with these policies since the subject property is within the existing Farallone City Re-subdivision (recorded in 1907) in the urban area of Montara, where public facilities, services and utilities are available.

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

b. Visual Resources Component

Visual Resources Policy 8.12(a) (*General Regulations*) requires that the Design Review Zoning District be applied to areas of the Coastal Zone, which applies in this case based on the site’s location in the R-1/S-17/DR/CD Zoning District. The project is, therefore, subject to Sections 6565.7 and 6565.20 of the Zoning Regulations. For further discussion of the revised project’s compliance with Design Review Standards, see Section 4.

Visual Resources Policy 8.13 (*Special Design Guidelines for Coastal Communities*) establishes design guidelines for Montara, Moss Beach, El Granada, and Miramar. The proposed home complies with these guidelines as follows:

- (1) On-site grading is not extensive and only limited to standard construction activity.
- (2) The proposed home uses materials with a natural appearance such as wood siding and composition roof shingles.
- (3) The proposed home uses gable roofs for the project, including non-reflective, composite roof shingles as the primary roof material.
- (4) As previously stated, the broken-up roof mass and the enhanced facade articulation brings the proposed one-story structure to scale with the rest of the homes in the neighborhood.

Visual Resources Policy 8.5 (*Location of Development*) requires that new development be located on a portion of a parcel where the development: (1) is least visible from State and County Scenic Roads, (2) is least likely to significantly impact views from public viewpoints, and (3) is consistent with all other LCP requirements, and best preserves the visual and open space qualities of the parcel overall.

The project's location, which is approximately 60 feet from Cabrillo Highway, is substantially buffered visually with mature vegetation from the scenic highway. The proposed design blends with the neighborhood context, which further mitigates any potential negative scenic impact from the highway.

3. Conformance with Zoning Regulations

a. Development Standards

The following table summarizes the project's compliance/non-compliance with the development standards of the R-1/S-17 Zoning District.

Development Regulations	Required	Proposed
Building Site Area	5,000 sq. ft.	3,658 sq. ft.
Building Site Width	50 ft.	25 ft.*(See Section 6, Use Permit discussion below)
Lot Coverage	50% max (1,829 sq. ft.)	40% (1,475 sq. ft.)
Floor Area	48% max (1,754 sq. ft.)	40% (1,475 sq. ft.)
Maximum Height of Structure	28 ft.	16 ft.
Minimum Front Yard Setback	20 ft.	20 ft.

Development Regulations	Required	Proposed
Minimum Right Side Setback	5 ft.	3 ft.
Minimum Left Side Setback	5 ft.	5 ft.
Minimum Rear Yard Setback	20 ft.	24 ft.
Parking	Two covered spaces	One covered space
* Development on an unimproved non-conforming parcel that is less than 35 feet wide where 50 feet is the required minimum lot width requires a Use Permit per Section 6133.3.b(1)(a) of the County Zoning Regulations.		

b. Guidelines for Construction on 25-foot Wide Residential Lots

The San Mateo County Planning Commission adopted a policy containing guidelines for construction on 25-foot wide residential lots within R-1/S-17 Zoning Districts, in order to curtail overbuilding and to ensure that proposed structures are in scale with their subject parcels.

The proposed two-story structure complies with all applicable guidelines for 25-foot wide lots as indicated in the subsequent table:

Policy Standard	Requirement	Proposal
Minimum Front Setback	20 ft.*	20 ft.
Minimum Rear Setback	20 ft.*	24 ft.
Minimum Side Setbacks	3 ft. on right side 5 ft. on left side	3 ft. on right side 5 ft. on left side
Maximum Height	28 ft.*	16 ft.
Parking	One covered One uncovered	One covered One uncovered
* S-17 Development Standards		

The project is also subject to additional policy guidelines for 25-foot wide lots, including the following:

- (1) As much as possible, site new buildings on a parcel in locations that: (a) minimize tree removal, (b) minimize alteration of the natural topography, and (c) minimize alteration of streams and natural drainage channels. No trees are proposed for removal. Neither streams nor drainage channels exist on-site. As previously indicated, the natural topography is maintained based on the minimal grading associated with standard construction activity.
- (2) Design buildings with shapes that respect and conform to the natural topography of the site by requiring them to step up or

down hillsides in the same direction as the natural grade. The proposed residence steps down along with the gentle slope (5%) of the site, which slopes downward toward the rear of the property.

- (3) Design well-articulated and proportioned facades by:
 - (a) creating aesthetic and proportioned patterns of windows and shadows, (b) relating the size, location, and scale of windows and doors to adjacent buildings to avoid intrusion into the privacy of adjacent structures, and (c) using trees and shrubs to soften the abrupt wall and rooflines of the residence. Dimensions of proposed fenestrations are well proportioned to the overall structure, including mitigation of potential privacy impacts via their proper placement and well-articulated facades.
- (4) Design buildings using pitched roofs with architectural styles that blend with the immediate area. The gable roof design is compatible with the existing neighborhood context.
- (5) Make varying architectural styles compatible by using similar materials and colors compatible with the natural setting and the immediate area. The use of wood siding, composite roof shingles and earth-tone colors is consistent with other structures in the neighborhood.

4. Conformance with Design Review District Guidelines

The Coastsides Design Review Committee (CDRC) considered the project at a regularly scheduled CDRC meeting on June 12, 2014, and adopted the findings to recommend project approval, pursuant to the Design Review Standards for One-Family Residential Development in the Midcoast, Section 6565.20 of the San Mateo County Zoning Regulations, specifically elaborated as follows:

- a. The proposed contemporary architectural style incorporates design elements such as gable roofs, dormers, front porch main entry area and strategically placed fenestrations framed with appropriate trims that complement and enhance the predominant style of the neighborhood homes (Section 6565.20(D)2.a).
- b. The proposed style of the openings reflect compatibility with the design of the home, including a recommendation to add windows to the exterior facade on the north and south elevations in order to provide more natural light to interior areas, if feasible and as conditioned (Section 6565.20(D)2.b).

- c. The proposed materials such as wood (siding, windows and trims), and composition roof shingles, including earth-tone colors as the project's color scheme of choice, make the project compatible with various architectural styles of the neighborhood, including the use of weathered wood for the roof material as an alternative option, if feasible and as conditioned. (Section 6565.20(D)4).

5. Conformance with Use Permit Findings

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

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

The lot coverage and floor areas remain compliant with the S-17 development standards. The total lot coverage of 40% (1,475 sq. ft.) is less than the maximum allowed of 50% (1,829 sq. ft.), while the total floor area proposed of 40% (1,475 sq. ft.), is also less than the maximum allowed of 48% (1,754 sq. ft.). The project is adequately proportioned to the parcel size based on the proposal to limit the structure to only a single-story.

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

The applicant explored the feasibility of acquiring the two adjacent undeveloped parcels south of the subject site. A "Vacant Land Purchase Agreement" was executed by the applicant on February 10, 2014 (see Attachment E) and forwarded to the owners of the target properties for consideration. The offer was not acknowledged since neither reply nor counter-offer was received from the potential sellers. Based on this outcome, mitigation of the parcel size non-conformity via parcel mergers has been determined to be infeasible.

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

The proposed development conforms with the existing zoning regulations in as many ways as possible for the development of such a small parcel and all non-conformance is addressed in the County's Policy on Use Permits for Construction on Non-Conforming (25-foot wide) Residential Parcels. One of the guidelines of this policy requires that one uncovered parking space be provided beyond the front

setback area. Although this parking space, as proposed is located minimally within the front setback area, staff deems this layout to be a reasonable exception in order to maintain the design integrity of the front entryway facade (see Attachment C). The front entrance design is comprised of the entry steps covered by a gable roof supported by a post. Taken as whole with the garage, this front entry detail enhances the front elevation in keeping with the rest of the neighborhood.

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

The proposed height of 16 feet for the one-story home, the well-articulated facades, broken-up roof mass and proposed adequate setbacks bring the structure into scale with the established neighborhood context and the above finding can now be made.

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

The use permit would allow the use of this parcel for residential development in keeping with the rest of the parcels in this residential neighborhood.

B. ENVIRONMENTAL REVIEW

This project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA), Section 15303, Class 3, related to new construction of small structures, including single-family residences in a residential zone.

C. REVIEW BY THE MIDCOAST COMMUNITY COUNCIL

The Midcoast Community Council did not forward a response to staff's referral for this project.

D. REVIEW BY THE CALIFORNIA COASTAL COMMISSION

The California Coastal Commission did not forward a response to staff's referral for this project.

E. OTHER REVIEWING AGENCIES

Building Inspection Section
Department of Public Works
Environmental Health Division
Coastside Fire Protection District
Montara Water and Sanitary District

ATTACHMENTS

- A. Recommended Findings and Conditions of Approval
- B. Vicinity Map
- C. Project Plans
- D. CDRC Decision Letter, dated July 7, 2014
- E. Vacant Land Purchase Agreement, dated February 10, 2014
- F. Site Photos

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County of San Mateo
Planning and Building Department

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2014-00096 Hearing Date: September 24, 2014

Prepared By: Dennis P. Aguirre
Project Planner

For Adoption By: Planning Commission

RECOMMENDED FINDINGS

Regarding the Environmental Review, Find:

1. That the proposed project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act related to new construction of small structures, including single-family residences in a residential zone.

Regarding the Coastal Development Permit, Find:

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

Regarding the Design Review, Find:

4. That, with the conditions of approval recommended by the Coastsides Design Review Committee at its meeting of June 12, 2014, the project is in compliance with the Design Review Standards for the Coastsides. The project, as designed and conditioned, complements the predominant style of the neighborhood homes. The project's one-story proposal adequately protects neighbors' privacy and views; is well articulated; uses colors and materials that appear natural and uses downward-directed exterior lighting fixtures.

Regarding the Use Permit, Find:

5. Pursuant to Section 6133.3.b(3) of the San Mateo County Zoning Regulations:

- a. That the proposed development is proportioned to the size of the parcel on which it is being built. The lot coverage and floor areas remain compliant with the S-17 development standards. The total lot coverage of 40% (1,475 sq. ft.) is less than the maximum allowed of 50% (1,829 sq. ft.), while the total floor area proposed of 40% (1,475 sq. ft.), is also less than the maximum allowed of 48% (1,754 sq. ft.). The project is adequately proportioned to the parcel size based on the proposal to limit the structure to only a single-story.
- b. That all opportunities to acquire additional contiguous land in order to achieve conformity with the zoning regulations currently in effect have been investigated and proven to be infeasible. The applicant explored the feasibility of acquiring the two adjacent undeveloped parcels south of the subject site. A "Vacant Land Purchase Agreement" was executed by the applicant on February 10, 2014 (see Attachment E) and forwarded to the owners of the target properties for consideration. The offer was not acknowledged since neither reply nor counter-offer was received from the potential sellers. Based on this outcome, mitigation of the parcel size non-conformity via parcel mergers has been determined to be infeasible.
- c. That the proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible. The proposed development conforms with the existing zoning regulations in as many ways as possible for the development of such a small parcel and all non-conformance is addressed in the County's Policy on Use Permits for Construction on Non-Conforming (25-foot wide) Residential Parcels. One of the guidelines of this policy requires that one uncovered parking space be provided beyond the front setback area. Although this parking space, as proposed is located minimally within the front setback area, staff deems this layout to be a reasonable exception in order to maintain the design integrity of the front entryway facade (see Attachment C). The front entrance design is comprised of the entry steps covered by a gable roof supported by a post. Taken as whole with the garage, this front entry detail enhances the front elevation in keeping with the rest of the neighborhood.
- d. That the establishment, maintenance, and/or conducting of the proposed use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. The proposed height of 16 feet for the one-story home, the well-articulated facades, broken-up roof mass and proposed adequate

setbacks bring the structure into scale with the established neighborhood context and the above finding can now be made.

- e. That the use permit approval does not constitute a granting of special privileges. The use permit would allow the use of this parcel for residential development in keeping with the rest of the parcels in this residential neighborhood.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. The project shall be constructed in compliance with the plans approved by the Planning Commission on September 24, 2014. Any changes or revisions to the approved plans shall be submitted to the Design Review Officer for review and approval prior to implementation. Minor adjustments to the project may be approved by the Design Review Officer if they are consistent with the intent of and are in substantial conformance with this approval. Alternatively, the Design Review Officer may refer consideration of the revisions to the Coastside Design Review Committee, with applicable fees to be paid.
2. The Use Permit, Coastal Development Permit and Design Review final approvals shall be valid for five (5) years from the date of approval, in which time a building permit shall be issued and a completed inspection (to the satisfaction of the Building Inspector) shall have occurred within 180 days of its issuance. The Use Permit, Coastal Development Permit and Design Review approval may be extended in 1-year increments with submittal of an application for permit extension and payment of applicable extension fees sixty (60) days prior to the expiration date.
3. The applicant shall include the approval letter on the top pages of the building plans to ensure that the conditions of approval are included with the on-site plans.
4. The applicant shall submit the following items and/or indicate the following on plans submitted for a building permit, as stipulated by the Coastside Design Review Committee:
 - a. Weathered wood for the roof material, if feasible.
 - b. Additional windows on the north and south elevations, if feasible.
5. The applicant shall provide “finished floor elevation verification” to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.

- a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof and (4) garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height--as constructed--is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height--as constructed--is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and Community Development Director.
6. During project construction, the applicant shall, pursuant to Chapter 4.100 of the San Mateo County Ordinance Code, minimize the transport and discharge of stormwater runoff from the construction site into storm drain systems and water bodies by:
- a. Using filtration materials on storm drain covers to remove sediment from dewatering effluent.
 - b. Stabilizing all denuded areas and maintaining erosion control measures continuously between October 1 and April 30.

- c. Removing spoils promptly, and avoiding stockpiling of fill materials, when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material.
 - d. Storing, handling, and disposing of construction materials and wastes so as to avoid their entry to the storm drain system or water body.
 - e. Avoiding cleaning, fueling or maintaining vehicles on-site, except in an area designated to contain and treat runoff.
 - f. Limiting and timing applications of pesticides and fertilizers to avoid polluting runoff.
- 7. The applicant shall include an erosion and sediment control plan on the plans submitted for the building permit. This plan shall identify the type and location of erosion control devices to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.
 - 8. All new power and telephone utility lines from the street or nearest existing utility pole to the main dwelling and/or any other structure on the property shall be placed underground.
 - 9. The applicant shall apply for a building permit and shall adhere to all requirements from the Building Inspection Section, the Department of Public Works and the respective Fire Authority.
 - 10. No site disturbance shall occur, including any grading or tree removal, until a building permit has been issued, and then only those trees approved for removal shall be removed.
 - 11. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on-site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Main Street. All construction vehicles shall be parked on-site outside the public right-of-way or in

locations which do not impede safe access on Main Street. There shall be no storage of construction vehicles in the public right-of-way.

12. The exterior color samples submitted to the Coastside Design Review Committee are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
13. Noise levels produced by the proposed construction activity shall not exceed the 80-dBA level at any one moment. Construction activities shall be limited to the hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. Construction operations shall be prohibited on Sunday and any national holiday.
14. Installation of the approved landscape plan is required prior to final inspection.
15. Prior to finalization of the building permit, the applicant shall provide evidence, to the satisfaction of the Community Development Director, that the existing on-site well has been abandoned in a manner consistent with Environmental Health requirements and connect to the public water system (Montara Water and Sanitary District).

Building Inspection Section

16. The applicant shall apply for a building permit.

Department of Public Works

17. Prior to the issuance of the Building permit or Planning permit, the applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.

If infiltration systems will be used to control stormwater discharge, additional soils testing may be required to confirm that discharge will not daylight onto adjacent properties.

18. Prior to the issuance of the building permit or planning permit (if applicable), the applicant shall submit a driveway "Plan and Profile," to the Department of Public

Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.

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

Montara Water and Sewer District

21. Prior to the issuance of a building permit, the applicant shall obtain Domestic Water/Fire Protection Connection and Sewer Permits, including the submittal of adequate fire flow calculations from a Certified Fire Protection Contractor.

Coastside Fire Protection District

22. Smoke detectors which are hardwired: As per the California Building Code, State Fire Marshal Regulations, and Coastside Fire District Ordinance 2013-03, the applicant is required to install State Fire Marshal approved and listed smoke detectors which are hardwired, interconnected, and have battery backup. These detectors are required to be placed in each new and recondition sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. In existing sleeping rooms, areas may have battery powered smoke alarms. A minimum of one detector shall be placed on each floor. Smoke detectors shall be tested and approved prior to the building final.
23. Add note to plans: Smoke alarms/detectors are to be hardwired, interconnected, or with battery backup. Smoke alarms are to be installed per manufacturer's instruction and NFPA 72.
24. Add note: Escape or rescue windows shall have a minimum net clear openable area of 5.7 square feet, 5.0 square feet allowed at grade. The minimum net clear openable height dimension shall be 24 inches. The net clear openable width dimension shall be 20 inches. Finished sill height shall be not more than 44 inches above the finished floor.

25. Identify rescue windows in each bedroom and verify that they meet all requirements. Add this to the plans.
26. Occupancy Separation: As per the 2010 CBC, Section 406.1.4, a 1-hour occupancy separation wall shall be installed with a solid core, 20-minute fire rated, self-closing door assembly with smoke gasket between the garage and the residence. All electrical boxes installed in rated walls shall be metal or protected.
27. Address Numbers: As per Coastside Fire District Ordinance 2013-03, building identification shall be conspicuously posted and visible from the street. (TEMPORARY ADDRESS NUMBERS SHALL BE POSTED PRIOR TO COMBUSTIBLES BEING PLACED ON-SITE.) The letters/numerals for permanent address signs shall be 4 inches in height with a minimum 3/4-inch stroke. Such letters/numerals shall be internally illuminated and facing the direction of access. Finished height of bottom of address light unit shall be greater than or equal to 6 feet from finished grade. When the building is served by a long driveway or is otherwise obscured, a 6-inch by 18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent shall be placed at the entrance from the nearest public roadway. See Fire Ordinance for standard sign.
28. Add the following note to the plans: New residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least 6 feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/roadway entrance leading to the building and/or on each individual building shall be required by the Coastside Fire Protection District. This remote signage shall consist of a 6-inch by 18-inch green reflective metal sign with 3-inch reflective numbers/letters similar to Hy-Ko 911 or equivalent.
29. Roof Covering: As per Coastside Fire District Ordinance 2013-01, the roof covering of every new building or structure, and materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "B" or higher as defined in the current edition of the California Building Code.
30. Vegetation Management: The Coastside Fire District Ordinance 2010-03, the 2013 California Fire Code and Public Resources Code 4291.
 - a. A fuel break of defensible space is required around the perimeter of all structures to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. In SRA (State Responsible Area) the fuel break is 100 feet or to the property line.
 - b. Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 to 10 feet above the ground. New trees

planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.

- c. Remove that portion of any existing tree, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure.
31. Add the following note to the plans: The installation of an approved spark arrester is required on all chimneys, existing and new. Spark arresters shall be constructed of woven or welded wire screening of 12-gauge USA standard wire having openings not exceeding 1/2-inch.
32. Add the following note to the plans: A fuel break of defensible space is required around the perimeter of all structures, existing and new, to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. This is neither a requirement nor an authorization for the removal of living trees.
33. Add the following note to the plans: Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 feet above the ground. New trees planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.
34. Add the following note to the plans: Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure. Maintain any tree adjacent to or overhanging a building free of dead or dying wood.
35. Show location of fire hydrant on a site plan. A fire hydrant is required within 250 feet of the building and flow a minimum of 1,000 gpm at 20 psi. This information is to be verified by the water purveyor in a letter initiated by the applicant and sent to San Mateo County Fire/Cal-Fire or the Coastside Fire Protection District. If there is not a hydrant within 250 feet with the required flow, one will have to be installed at the applicant's expense.
36. Automatic Fire Sprinkler System: As per San Mateo County Building Standards and Coastside Fire Protection District Ordinance 2010-01, the applicant is required to install an automatic fire sprinkler system throughout the proposed or improved dwelling and garage. All attic access locations will be provided with a pilot head on a metal upright. All areas that are accessible for storage purposes shall be equipped with fire sprinklers including closets and bathrooms. The only exception is small linen closets less than 24 square feet with full depth shelving. The plans for this system must be submitted to the San Mateo County Planning and Building Department or The City of Half Moon Bay. A building permit will not be issued until plans are received, reviewed and approved. Upon submission of plans, the County or City will forward a complete set to the Coastside Fire Protection District for review. The fee schedule for automatic fire sprinkler

systems shall be in accordance with Half Moon Bay Ordinance No. 2006-01.
Fees shall be paid prior to plan review.


37. Installation of underground sprinkler pipe shall be flushed and visually inspected by the Fire District prior to hookup to riser. Any soldered fittings must be pressure tested with trench open.
38. Exterior bell and interior horn/strobe are required to be wired into the required flow switch on your fire sprinkler system. The bell, horn/strobe and flow switch, along with the garage door opener, are to be wired into a separate circuit breaker at the main electrical panel and labeled.
39. Add note to the title page that the building will be protected by an automatic fire sprinkler system.
40. All fire conditions and requirements must be incorporated into your building plans prior to building permit issuance. It is your responsibility to notify your contractor, architect and engineer of these requirements.
41. Solar Photovoltaic Systems: These systems shall meet the requirements of the Coastside Fire Protection District as outlined in Standard Detail DI-007 Solar Photovoltaic Systems.


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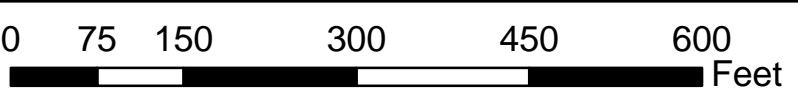
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PLN2014-00096

 Subject Parcels

 Zoning Boundary



San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

File Numbers: _____

HARRISON RESIDENCE

1230 Main Street, Montara

APN: 036-047-020

June 2, 2014



INFORMATION TABLE

- Parcel Size: 3,658 SF
- Square Footage of Structures:
 - Existing – None
 - Proposed
 - House 1,215 SF
 - Garage 260 SF
 - Total 1,475 SF
- Lot Coverage
- Allowable Lot Coverage = 50% (single-story w/ridge height 16'-0" or less)
- $1,475/3,658 = 40\%$
- Floor Area Ratio – $1,215 / 3,658 = 33\%$

SHEET LIST

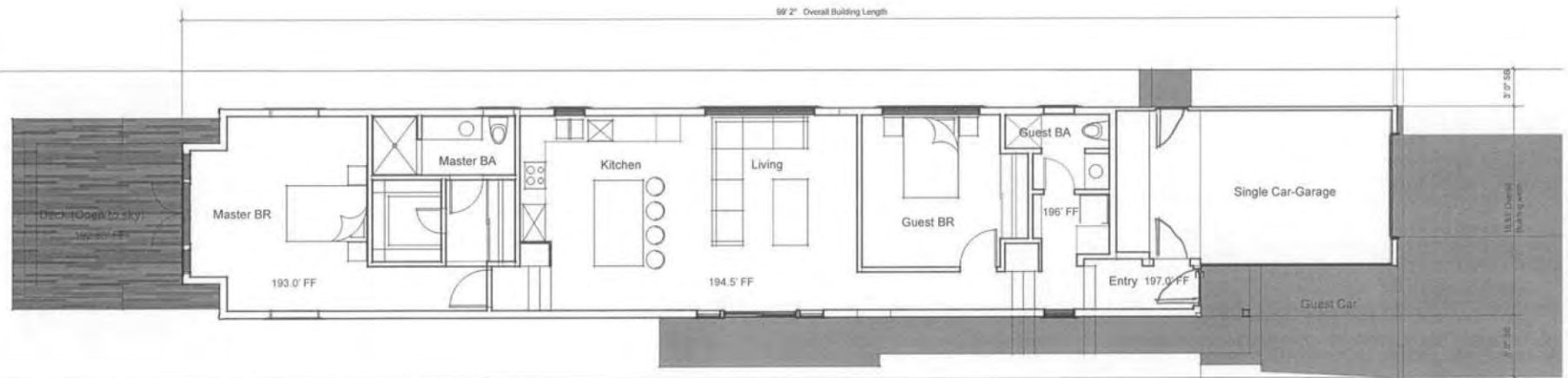
- Title Sheet A0
- Floor Plans A1
- Elevations & Site Plan A2
- Elevations A3
- North-West Isometric & Sections A4
- Sections A5
- South – East Isometric A6
- Topographic Map A7
- Preliminary Grading & Drainage Plan A8

San Mateo County Planning Commission Meeting

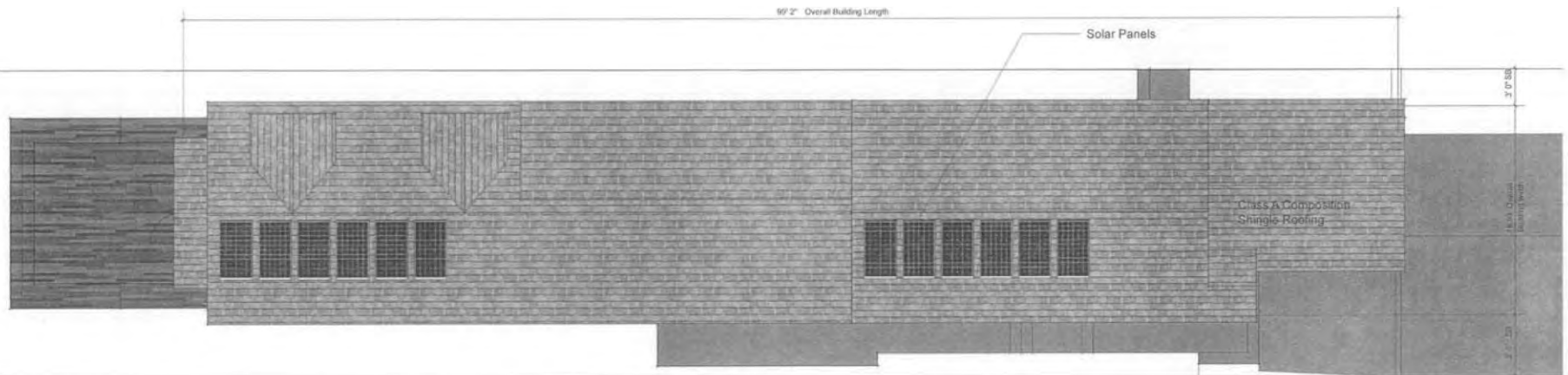
Owner/Applicant: _____

Attachment: _____

File Numbers: _____



FLOOR PLAN
Scale 1/4"=1'



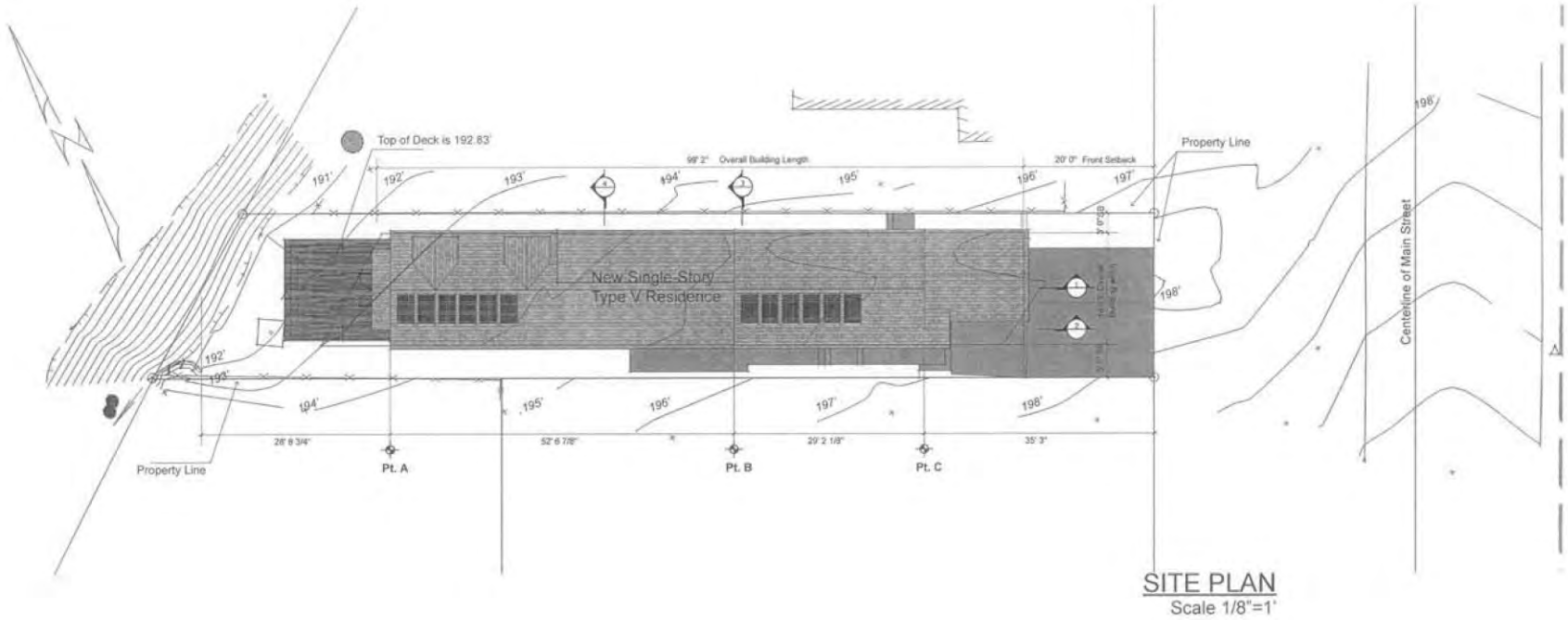
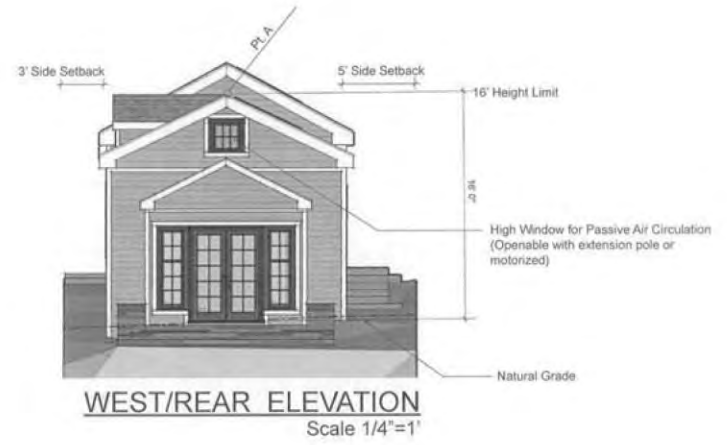
ROOF PLAN
Scale 1/4"=1'

San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

File Numbers: _____

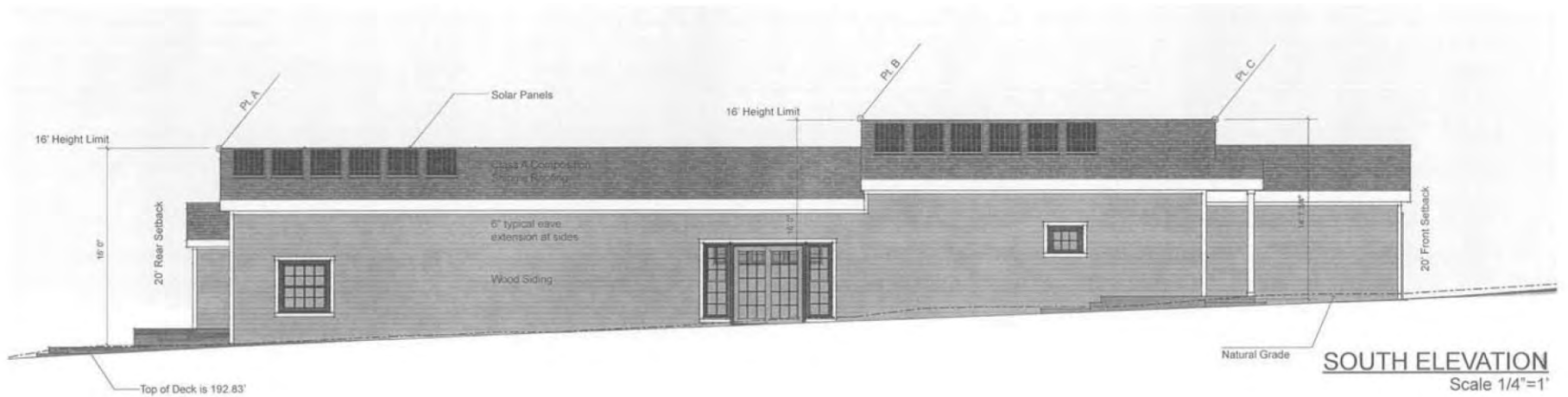
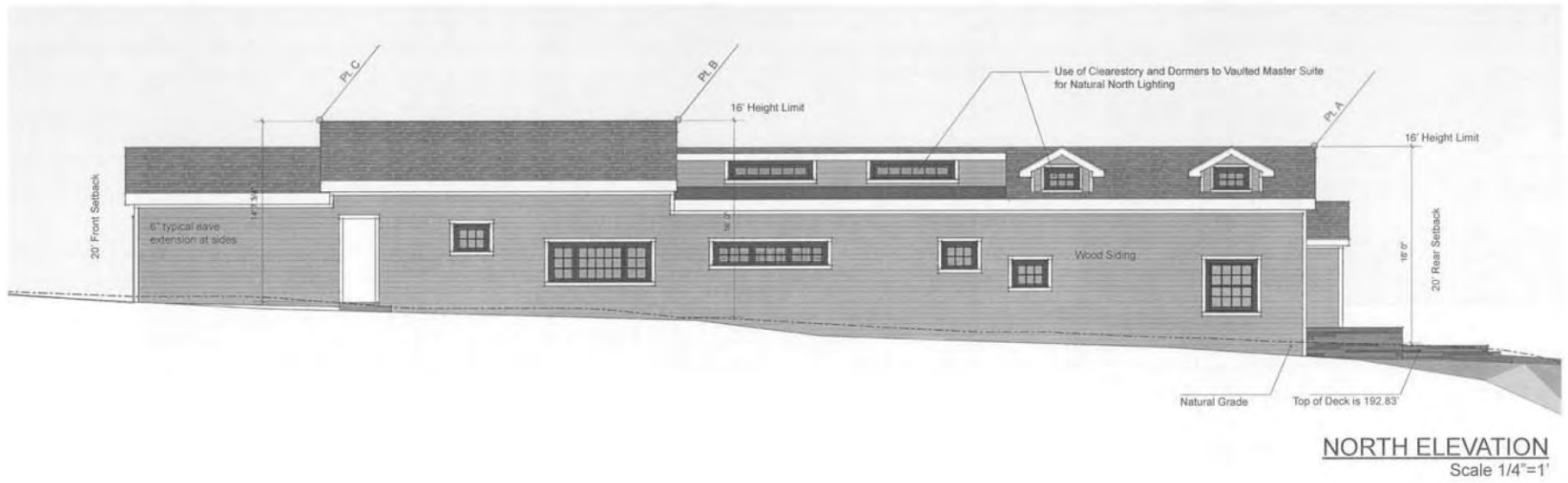


San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

File Numbers: _____

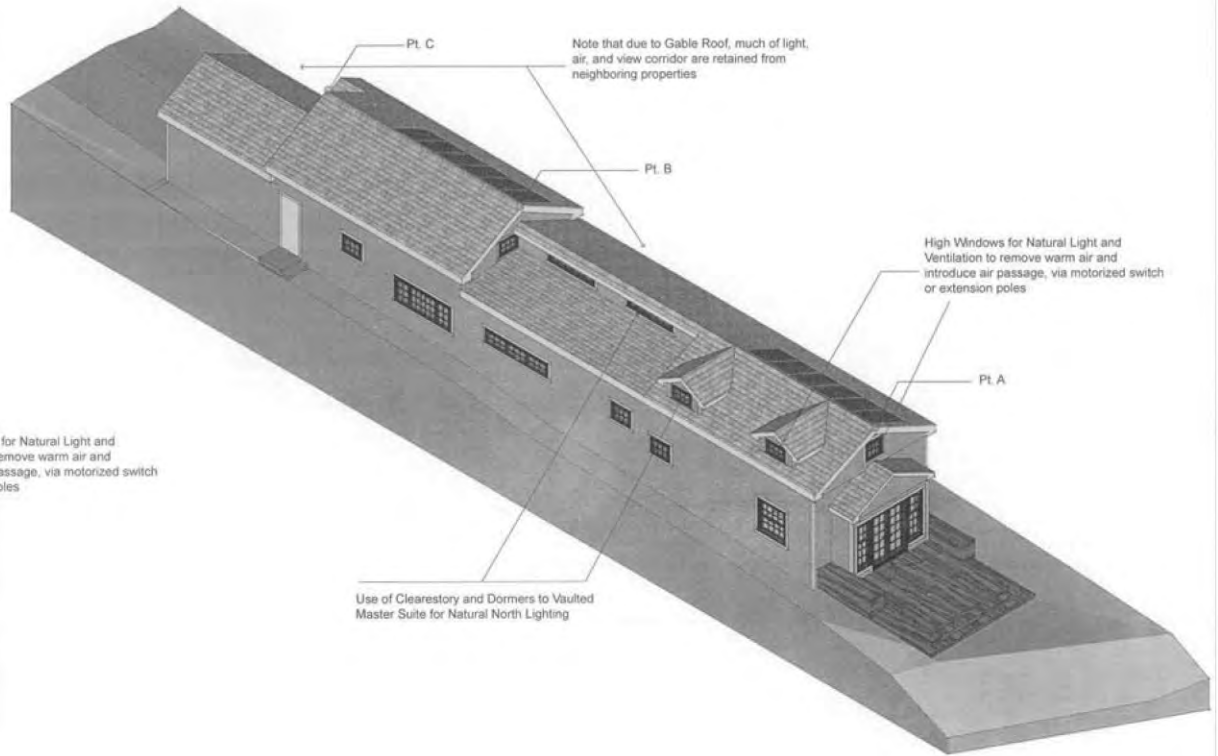
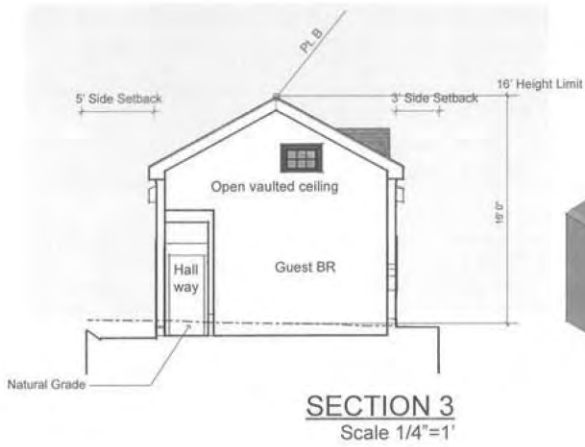


San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

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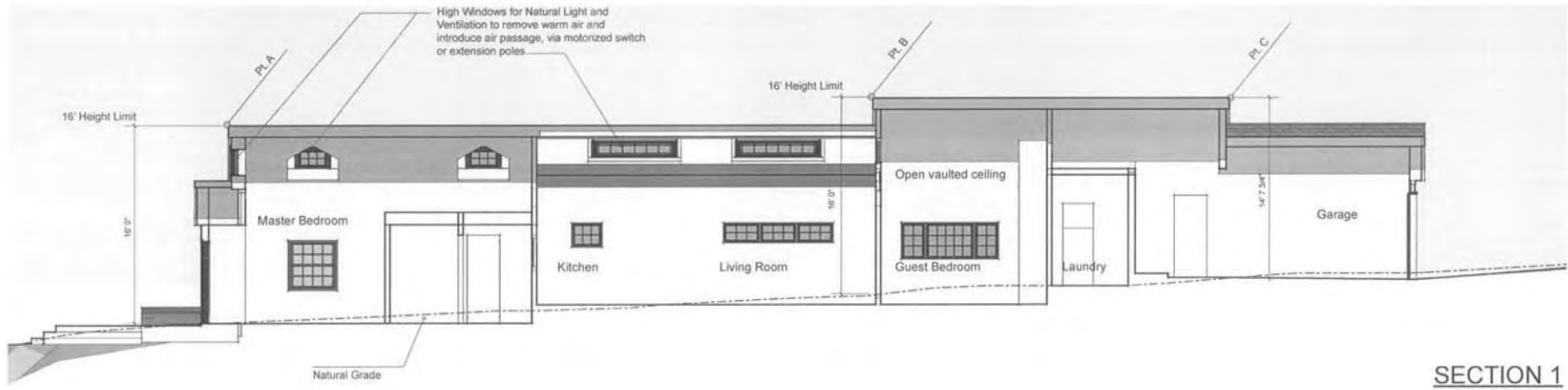


San Mateo County Planning Commission Meeting

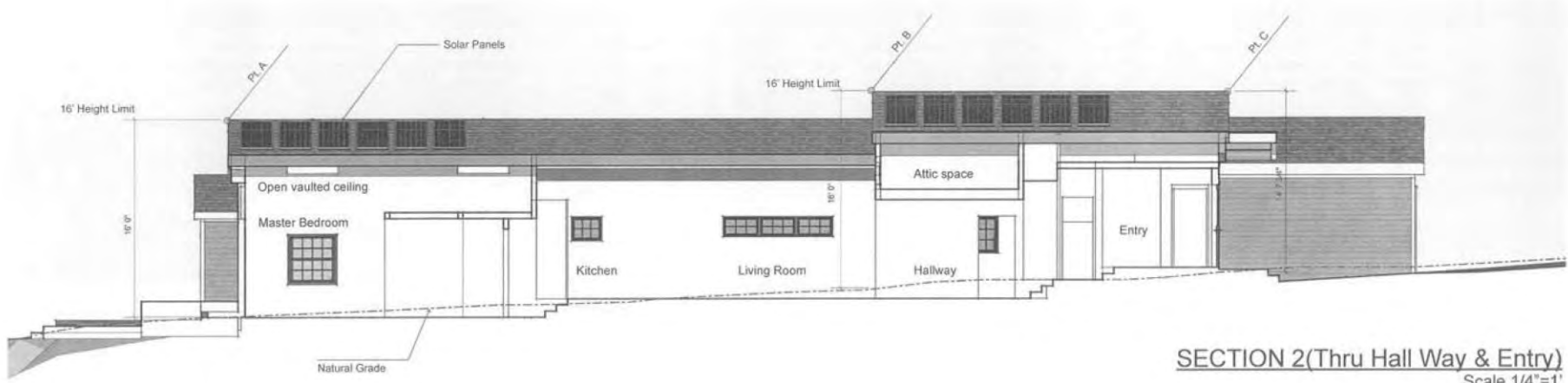
Owner/Applicant: _____

Attachment: _____

File Numbers: _____



SECTION 1
Scale 1/4"=1'



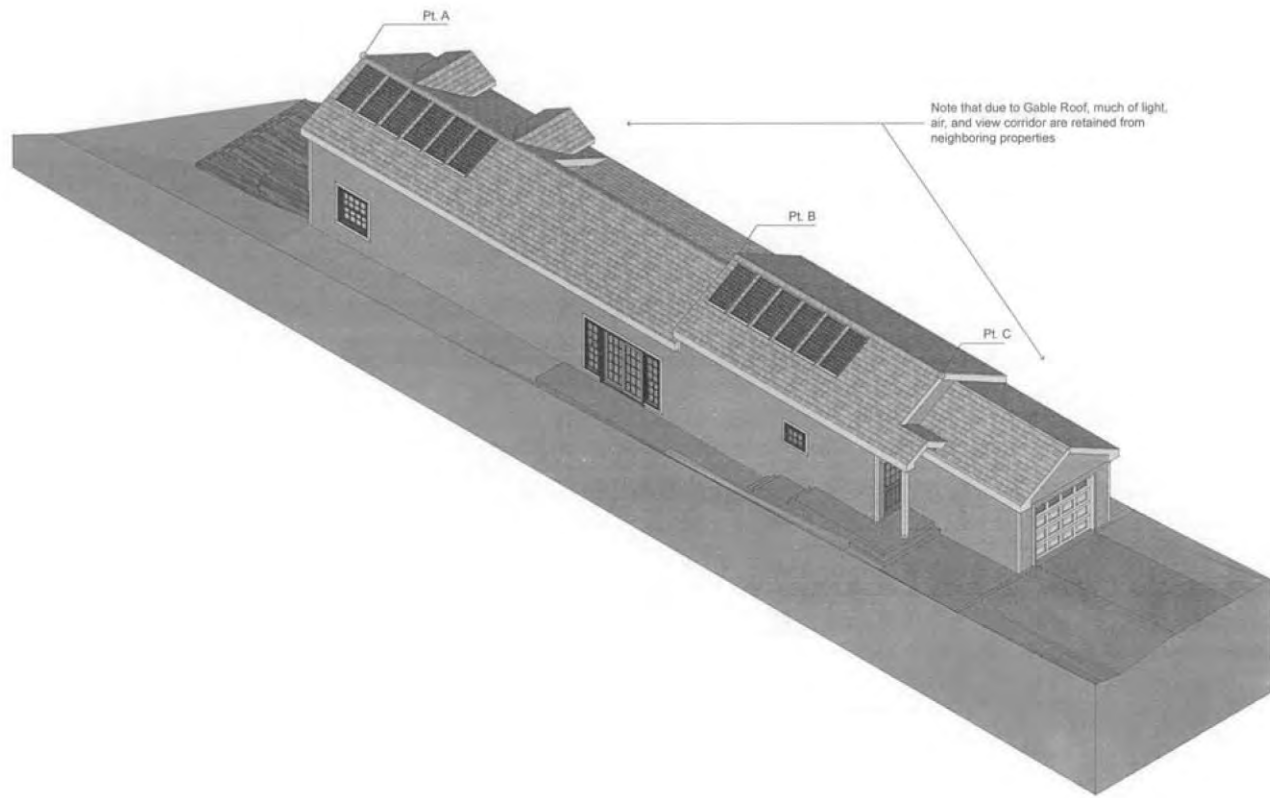
SECTION 2 (Thru Hall Way & Entry)
Scale 1/4"=1'

San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

File Numbers: _____



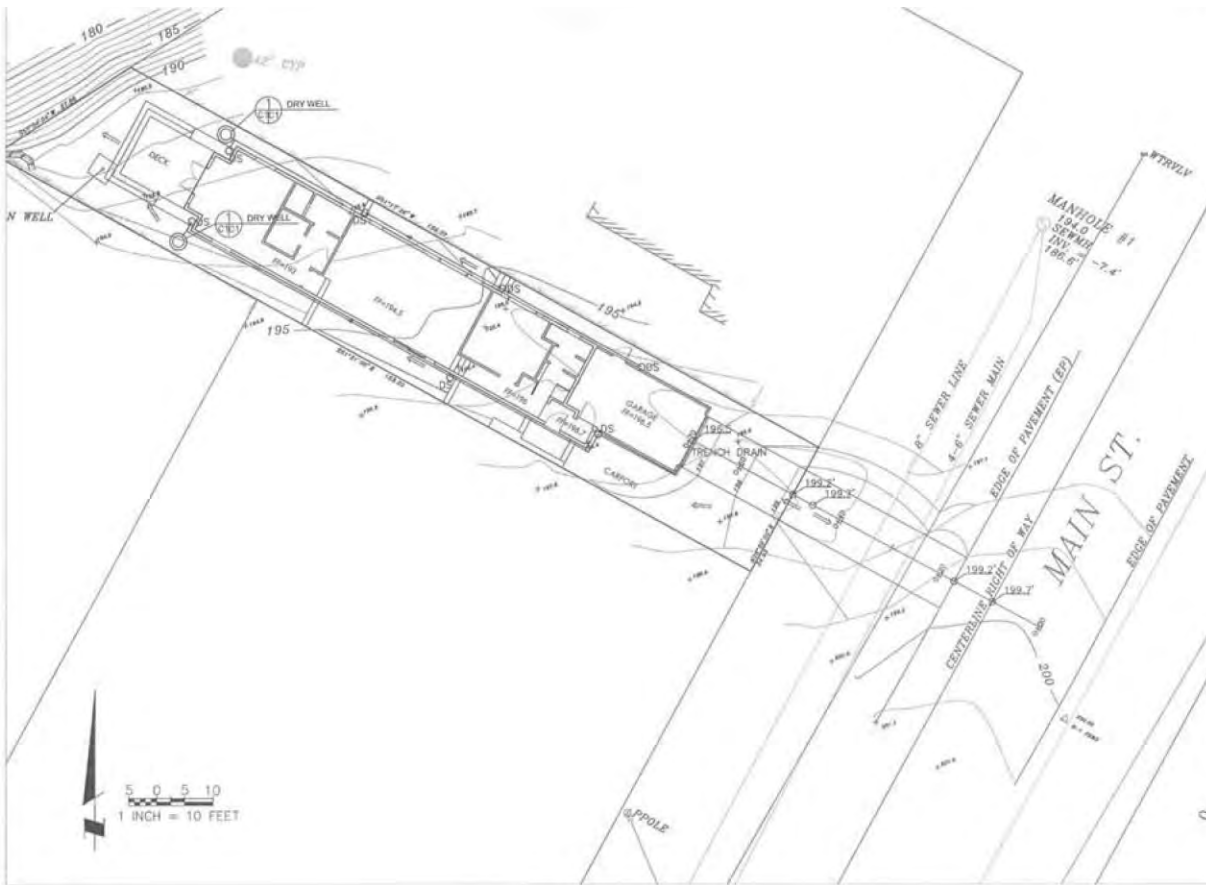
SOUTH-EAST ISOMETRIC

San Mateo County Planning Commission Meeting

Owner/Applicant: _____

Attachment: _____

File Numbers: _____



LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- DIRECTION OF SURFACE DRAINAGE FLOW
- DOWNSPOUT
- SOLID PLASTIC DRAIN PIPE, 3/8\"/>



SECTION AND DE



GENERAL NOTES

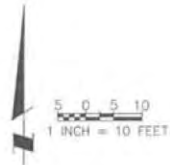
1. PLANS PREPARED AT THE REQUEST OF: SANDRA HARRISON, OWNER
2. SURVEY AND TOPOGRAPHY BY TURNROSE LAND SURVEYING, SURVEYED MARCH 2, 2014.
3. ELEVATION DATUM ASSUMED. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A PRELIMINARY PLAN SHOWING THE GENERAL CONCEPT OF THE PROJECT WITH THE PROPOSED GRADING AND DRAINAGE. EROSION CONTROL MEASURES WILL BE INCLUDED IN THE FINAL PLANS.

GRADING NOTES

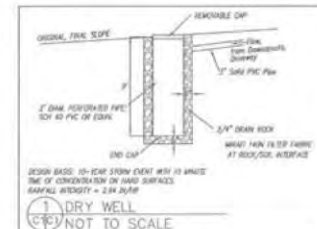
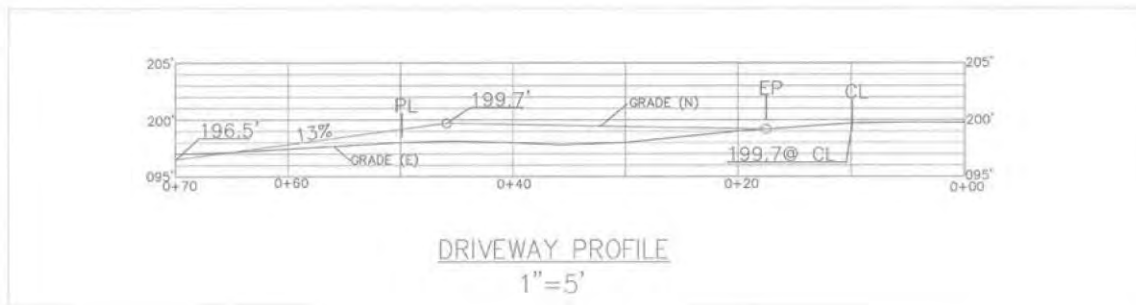
- GRADING QUANTITIES:**
 CUT: 95 CY
 FILL: 35 CY
 TOTAL: 130 CY CUT/FILL
- GRADING QUANTITIES ARE APPROXIMATE.
 ALL GRADING SHALL CONFORM TO LOCAL CODES AND ORDINANCES.
- ALL TRENCHES UNDER PROPOSED PAVED AREAS OR CONCRETE SHALL BE BACKFILLED TO SUBGRADE ELEVATION WITH COMPACTED APPROVED GRANULAR MATERIALS. IF TRENCHES ARE IN PROPOSED LANDSCAPE AREAS, THEY SHALL BE BACKFILLED WITH COMPACTED APPROVED GRANULAR MATERIAL TO WITHIN ONE FOOT OF FINISHED GRADE, AND THEN FILLED WITH HAND TAPPED SOILS.

DRAINAGE NOTES

1. DRAINAGE INTENT: IT IS THE INTENT OF THE DRAINAGE SYSTEM TO CONVEY ROOF AND DRIVEWAY RUNOFF TO A SAFE LOCATION, AND TO MINIMIZE EXCESSIVE MOISTURE AROUND FOUNDATIONS.
2. RUNOFF FROM ALL IMPERVIOUS SURFACES SHALL BE DIRECTED TO THE DRY WELL SHOWN, WITH THE INTENT OF PREVENTING AN INCREASE IN RUNOFF FROM THE PROPERTY.
3. ALL ROOF DRAINAGE PIPES SHALL BE 2\"/>



PRELIMINARY



PRE 8

San Mateo County Planning Commission Meeting

Owner/Applicant: _____

File Numbers: _____

Attachment: _____



County of San Mateo

Planning & Building Department

455 County Center, 2nd Floor
Redwood City, California 94063
650/363-4161 Fax: 650/363-4849

Mail Drop PLN122
plngbldg@smcgov.org
www.co.sanmateo.ca.us/planning

ATTACHMENT D

July 7, 2014

Ms. Sandra Harrison
P.O. Box 371633
Montara, CA 94037

Dear Ms. Harrison:

SUBJECT: Coastside Design Review Recommended Approval
1230 Main Street, Montara
APN 036047020; County File No. PLN 2014-00096

At its meeting of June 12, 2014, the San Mateo County Coastside Design Review Committee considered your application for design review approval as part of a Non-Conforming Use Permit for 25-ft. wide lots, and a Coastal Development Permit to allow construction of a 1,215 sq. ft., new single-family residence, plus a 260 sq. ft. attached 1-car garage on an existing 3,658 sq. ft. non-conforming legal parcel (where 5,000 sq. ft. is the required minimum). A Non-Conforming Use Permit is required pursuant to Section 6133.3b, to allow a combined setback of 8 ft., where the minimum required is 10 ft., and to allow a single covered parking space, where two spaces are required. No trees are proposed for removal. The project is appealable to the California Coastal Commission.

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

FINDINGS

The Coastside Design Review Officer found that:

1. For the Environmental Review

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

The Coastside Design Review Committee found that:

2. For the Design Review

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

- a. The proposed contemporary architectural style incorporates design elements such as gable roofs, dormers, front porch main entry area and strategically placed fenestrations framed with appropriate trims that complement and enhance the predominant style of the neighborhood homes (Section 6565.20(D)2a).
- b. The style of the openings, as proposed and conditioned, are compatible with the design of the home, as added windows to the exterior façade on the north and south elevations would provide more natural light to interior areas (Section 6565.20(D)2b).
- c. As proposed and conditioned, the project materials, such as wood (siding, windows and trims) and weathered wood or composition roof shingles in earth-tone colors make the project compatible with various architectural styles (Section 6565.20(D)4).

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. The project shall be constructed in compliance with the plans recommended for approval by the Coastside Design Review Committee on June 12, 2014, Coastal Development Permit and the Non-Conforming Use Permit once approved. Any changes or revisions to the approved plans shall be submitted to the Design Review Officer for review and approval prior to implementation. Minor adjustments to the project may be approved by the Design Review Officer if they are consistent with the intent of and are in substantial conformance with this approval. Alternatively, the Design Review Officer may refer consideration of the revisions to the Coastside Design Review Committee, with applicable fees to be paid.
2. The design review final approval shall be valid for five (5) years from the date of approval, in which time a building permit shall be issued and a completed inspection (to the satisfaction of the Building Inspector) shall have occurred within 180 days of its issuance. The design review approval may be extended in 1-year increments with submittal of an application for permit extension and payment of applicable extension fees sixty (60) days prior to the expiration date.

3. The applicant shall include the recommended approval letter on the top pages of the building plans to ensure that the recommended conditions of approval are included with the on-site plans.
4. The applicant shall submit the following items and/or indicate the following on plans submitted for a building permit, as stipulated by the Coastside Design Review Committee:
 - a. Weathered wood for the roof material, if feasible.
 - b. Additional windows on the north and south elevations, if feasible.
5. The applicant shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.

- f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.
6. During project construction, the applicant shall, pursuant to Chapter 4.100 of the San Mateo County Ordinance Code, minimize the transport and discharge of stormwater runoff from the construction site into storm drain systems and water bodies by:
 - a. Using filtration materials on storm drain covers to remove sediment from dewatering effluent.
 - b. Stabilizing all denuded areas and maintaining erosion control measures continuously between October 1 and April 30.
 - c. Removing spoils promptly, and avoiding stockpiling of fill materials, when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material.
 - d. Storing, handling, and disposing of construction materials and wastes so as to avoid their entry to the storm drain system or water body.
 - e. Avoiding cleaning, fueling or maintaining vehicles on-site, except in an area designated to contain and treat runoff.
 - f. Limiting and timing applications of pesticides and fertilizers to avoid polluting runoff.
7. The applicant shall include an erosion and sediment control plan on the plans submitted for the building permit. This plan shall identify the type and location of erosion control devices to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.
8. All new power and telephone utility lines from the street or nearest existing utility pole to the main dwelling and/or any other structure on the property shall be placed underground.
9. The applicant shall apply for a building permit and shall adhere to all requirements from the Building Inspection Section, the Department of Public Works, and the respective Fire Authority.

10. No site disturbance shall occur, including any grading or tree removal, until a building permit has been issued, and then only those trees approved for removal shall be removed.
11. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on-site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Main Street. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Main Street. There shall be no storage of construction vehicles in the public right-of-way.
12. The exterior color samples submitted to the Coastside Design Review Committee are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
13. Noise levels produced by the proposed construction activity shall not exceed the 80-dBA level at any one moment. Construction activities shall be limited to the hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. Construction operations shall be prohibited on Sunday and any national holiday.
14. Installation of the approved landscape plan is required prior to final inspection.
15. Prior to Planning approval of the building permit, the applicant shall record a Deed Restriction, to the satisfaction of County Counsel and the Planning and Building Departments, that requires the applicant and any successor in interest to abandon all on-site existing wells, in a manner consistent with Environmental Health requirements and connect to the public water system (MWSD).

Department of Public Works

16. Prior to the issuance of the building permit or planning permit, the applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project

and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.

Note: If the project uses an infiltration system to control stormwater discharge, additional soils testing may be required to confirm that discharge will not daylight onto adjacent properties.

17. Prior to the issuance of the building permit or planning permit (if applicable), the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
18. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. The applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
19. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance #3277.

Montara Water and Sewer District

20. Prior to the issuance of a building permit, the applicant shall obtain Domestic Water/Fire Protection Connection and Sewer Permits, including the submittal of adequate fire low calculations from a Certified Fire Protection Contractor.

Ms. Sandra Harrison
July 7, 2014
Page 7

Coastside Fire Protection District

21. The applicant shall comply with all conditions required by the Coastside Fire Protection District (see attachment).

Please note that the decision of the Coastside Design Review Committee is a recommendation regarding the project's compliance with design review standards, not the final decision on this project, which requires a Non-Conforming Use Permit for 25-ft. wide lots, and a Coastal Development Permit. The decision on the Non-Conforming Use Permit and Coastal Development Permit will take place at a later date. For more information, please contact the project planner, Dennis P. Aguirre, at 650/363-1867, or by email at daguirre@smcgov.org.

Sincerely,



Dennis P. Aguirre
Design Review Officer

DPA:jlh – DPAY0545_WJN.DOCX

Attachment

cc: Dianne Whitaker
Willard Williams
Beverly Garrity, Community Representative
James Bennington
Kris Lannin-Liang
Sheely Smith
Constance Mitchell
Ludmilla Tichy
Sue Pritchard



COASTSIDE FIRE PROTECTION DISTRICT

1191 MAIN STREET ■ HALF MOON BAY, CA 94019

TELEPHONE (650) 726-5213
FAX (650) 726-0132

Attachment

May 28, 2014

Sandra Kaye Harrison
P.O. Box 371633
Montara, CA 94037

Dear Applicant,

After reviewing the planning application for a new Single Family Residence with an attached one car garage at 1230 Main Street, Assessor's Parcel Number 036-047-020 in Montara (San Mateo County Permit No. PLN2014-00096) I offer the following comments/conditions, which will be applied to this project:

Your building plans have been **conditionally approved** subject to the following conditions completed prior to a final inspection by the fire department. It is your responsibility to make contact with the fire department if you do not understand any of the following project conditions.

- **Smoke Detectors which are hard wired:** As per the California Building Code, State Fire Marshal regulations, and Coastside Fire District Ordinance 2013-03, the applicant is required to install State Fire Marshal approved and listed smoke detectors which are **hard wired, interconnected, and have battery backup**. These detectors are required to be placed in each new and recondition sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. In existing sleeping rooms, areas may have battery powered smoke alarms. A minimum of one detector shall be placed on each floor. Smoke detectors shall be tested and approved prior to the building final.
- Add note to plans smoke alarm/detector are to be hardwired, interconnected, or with battery back-up. Smoke alarms to be installed per manufactures instruction and NFPA 72
- Add note: Escape or rescue windows shall have a minimum net clear openable area of 5.7 square feet, 5.0 sq. ft. allowed at grade. The minimum net clear openable height dimension shall be 24 inches. The net clear openable width dimension shall be 20 inches. Finished sill height shall be not more than 44 inches above the finished floor.

- Identify rescue windows in each bedroom and verify that they meet all requirements. Add this to plans.

- **Occupancy Separation:** As per the 2010 CBC, Section 406.1.4, a one-hour occupancy separation wall shall be installed with a solid core, 20-minute fire rated, self-closing door assembly w/ smoke gasket between the garage and the residence. All electrical boxes installed in rated walls shall be metal or protected.

- **Address Numbers:** As per Coastside Fire District Ordinance 2013-03, building identification shall be conspicuously posted and visible from the street. (TEMPORARY ADDRESS NUMBERS SHALL BE POSTED PRIOR TO COMBUSTIBLES BEING PLACED ON SITE). The letters/numerals for permanent address signs shall be **4 inches** in height with a minimum 3/4-inch stroke. Such letters/numerals shall be internally illuminated and facing the direction of access. Finished height of bottom of address light unit shall be greater than or equal to 6 feet from finished grade. When the building is served by a long driveway or is otherwise obscured, a 6 inch by 18 inch green reflective metal sign with 3 inch reflective Numbers/ Letters similar to Hy-Ko 911 or equivalent shall be placed at the entrance from the nearest public roadway. See Fire Ordinance for standard sign.

- Add the following note to the plans: New residential buildings shall have **internally illuminated** address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least six feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/roadway entrance leading to the building and/or on each individual building shall be required by the Coastside Fire District. This remote signage shall consist of a 6 inch by 18 inch green reflective metal sign with 3 inch reflective Numbers/ Letters similar to Hy-Ko 911 or equivalent.

- **Roof Covering:** As per Coastside Fire District Ordinance 2013-03, the roof covering of every new building or structure, and materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "B" or higher as defined in the current edition of the California Building Code.

- **Vegetation Management:** The Coastside Fire District Ordinance 2013-03, the 2013 California Fire Code and Public Resources Code 4291.
 - A fuel break of defensible space is required around the perimeter of all structures to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. In SRA (State Responsible Area) the fuel break is 100 feet or to the property line.
 - Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 to 10 feet above the ground. New

trees planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.

- Remove that portion of any existing tree, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure.
- Add the following note to the plans: The installation of an approved spark arrester is required on all chimneys, existing and new. Spark arresters shall be constructed of woven or welded wire screening of 12-gauge USA standard wire having openings not exceeding ½ in.
- Add the following note to the plans: A fuel break or defensible space is required around the perimeter of all structures, existing and new, to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. This is neither a requirement nor an authorization for the removal of living trees.
- Add the following note to the plans: Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 feet above the ground. New trees planted in the defensible space shall be located no closer than 10' to adjacent trees when fully grown or at maturity.
- Add the following note to the plans: Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5' of any structure. Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5' of any structure. Maintain any tree adjacent to or overhanging a building free of dead or dying wood.
- **Fire Hydrant:** As per 2013 CFC, Appendix B and C, a fire district approved fire hydrant (Clow 960) must be located within 250 feet of the proposed single-family dwelling unit measured by way of drivable access. As per 2013 CFC, Appendix B the hydrant must produce a minimum fire flow of 1,000 gallons per minute at 20 pounds per square inch residual pressure for 2 hours. Contact the local water purveyor for water flow details.
If fire flow are not within the last 5 years, new flow will be required before a permit is issued.
- **Automatic Fire Sprinkler System:** As per San Mateo County Building Standards and Coastside Fire District Ordinance Number 2013-03, the applicant is required to install an automatic fire sprinkler system **throughout** the proposed or improved dwelling and garage. All attic access locations will be provided with a pilot head on a metal upright. All areas that are accessible for storage purposes shall be equipped with fire sprinklers including closets and bathrooms. The only exception is small linen closets less than 24 square feet with full depth shelving. The plans for this system must be submitted to the San Mateo County Planning and Building Division or The City of HMB. A building permit **will not** be issued until plans are received, reviewed and approved. Upon submission of plans, the

County or City will forward a complete set to the Coastside Fire District for review. The fee schedule for automatic fire sprinkler systems shall be in accordance with Half Moon Bay Ordinance No. 2006-01. Fees shall be paid prior to plan review.

- Installation of underground sprinkler pipe shall be flushed and visually inspected by Fire District prior to hook-up to riser. Any soldered fittings must be pressure tested with trench open.
- **Exterior bell and interior horn/strobe:** are required to be wired into the required flow switch on your fire sprinkler system. The bell, horn/strobe and flow switch, along with the garage door opener are to be wired into a separate circuit breaker at the main electrical panel and labeled.
- Add note to the title page that the building will be protected by an automatic fire sprinkler system.
- All fire conditions and requirements must be incorporated into your building plans, (see attached conditions) prior to building permit issuance. It is your responsibility to notify your contractor, architect and engineer of these requirements.
- **Solar Photovoltaic Systems:** These systems shall meet the requirements of the Coastside Fire Protection District as outlined in Standard Detail DI-007 Solar Photovoltaic Systems.

Our review is not construed as encompassing the structural integrity of the facility nor abrogating more restrictive requirements by other agencies having responsibility. Final acceptance is subject to field inspection and necessary tests.

If you have any questions regarding the above conditions, please call the administration office during normal working hours.

Respectfully,



John Riddell
Deputy Fire Marshal
CAL FIRE/Coastside Fire Protection District

cc: San Mateo County Planning & Building
File



CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 4/10)

Date February 10, 2014

- 1. OFFER: A. THIS IS AN OFFER FROM Sandra Kaye Harrison ("Buyer"). B. THE REAL PROPERTY TO BE ACQUIRED is described as 0 Main Street Montara, CA 94037... C. THE PURCHASE PRICE offered is Two Hundred Sixty Thousand (Dollars \$ 260,000.00). D. CLOSE OF ESCROW shall occur on (date) (or [X] 30 Days After Acceptance).

- 2. AGENCY: A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Coldwell Banker-Half Moon Bay (Print Firm Name) is the agent of (check one): [X] the Seller exclusively; or [] both the Buyer and Seller. Selling Agent Cynthia LeMay, Broker (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [X] the Buyer exclusively; or [] the Seller exclusively; or [] both the Buyer and Seller.

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

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 5,000.00 (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [X] electronic funds transfer, [] Other within 3 business days after acceptance (or [] Other); OR (2) (If checked) [] Buyer has given the deposit by personal check (or [] to the agent submitting the offer (or to []), made payable to Acceptance and then deposited with Escrow Holder (or [] into Broker's trust account) within 3 business days after Acceptance (or [] Other).

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

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

D. ADDITIONAL FINANCING TERMS: \$

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 255,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 260,000.00

Buyer's Initials (SA) () Seller's Initials () ()

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Reviewed by _____ Date _____



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

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

H. LOAN TERMS:

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

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

(3) LOAN CONTINGENCY REMOVAL:

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

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

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

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

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

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

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

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

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

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

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

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

A. INSPECTIONS AND REPORTS:

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

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

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

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

(4) Buyer Seller shall pay to have Property corners identified _____

(5) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by Seller's choice

(6) Buyer Seller shall pay for the following inspection or report _____

(7) Buyer Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

(1) Buyer Seller shall pay escrow fee Each to pay their own fees
Escrow Holder shall be _____

(2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 15E _____
Owner's title policy to be issued by Seller's choice
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

(1) Buyer Seller shall pay County transfer tax or transfer fee _____

(2) Buyer Seller shall pay City transfer tax or transfer fee _____

(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fees _____

(4) Buyer Seller shall pay HOA document preparation fees _____

(5) Buyer Seller shall pay for _____

(6) Buyer Seller shall pay for _____

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

6. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 19, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. TENANT ESTOPPEL CERTIFICATES: (If checked) Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

D. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

8. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

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

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

10. CHANGES DURING ESCROW:

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

11. ITEMS INCLUDED AND EXCLUDED:

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

C. ITEMS EXCLUDED FROM SALE: _____

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

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

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

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

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)

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VLPA REVISED 4/10 (PAGE 4 OF 10)



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 13, UNLESS OTHERWISE AGREED IN WRITING.

- E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

14. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

- A. Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 19A, complete and provide Buyer with a:
 - Seller Vacant Land Questionnaire (C.A.R. Form VLQ)
- B. Addenda (if checked):**

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

<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input checked="" type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
- D. Other Terms:** offer is subject to seller receiving certificate of compliance.
Purchase price includes APN 036-047-040 and APN 036-047-030

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

15. TITLE AND VESTING:

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

16. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

17. **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).

18. **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or, if checked, this contingency shall remain in effect until Close Of Escrow of the Property).

19. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

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

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

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

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

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

C. SELLER RIGHT TO CANCEL:

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

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

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

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

Buyer's Initials (AA) (_____)

Seller's Initials (_____) (_____)



Property: 0 Main Street, Montara, CA 94037Date: February 10, 2014

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

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)

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VLPA REVISED 4/10 (PAGE 7 OF 10)

Reviewed by _____ Date _____



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

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

29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

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

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

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

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

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

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

31. DISPUTE RESOLUTION:

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

B. ARBITRATION OF DISPUTES:

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

Buyer's Initials (SA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

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

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

Buyer's Initials SA / Seller's Initials /

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

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

32. TERMS AND CONDITIONS OF OFFER:

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

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

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

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

Date 2/11/2014
BUYER Sandra Kaye Harrison
(Print name) Sandra Kaye Harrison

Date
BUYER
(Print name)

(Address)

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

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

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

Date
SELLER
(Print name)

Date
SELLER
(Print name)

(Address)

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

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

Buyer's Initials (SA) ()

Seller's Initials () ()



Property: 0 Main Street, Montara, CA 94037

Date: February 10, 2014

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (II) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Cynthia LeMay, Broker BRE Lic. # 01786713
 By Cynthia LeMay BRE Lic. # 01786713 Date 02/10/2014 2/11/2014
 Address 27702 Crown Valley Pkwy D-4 #250 City Ladera Ranch State Ca Zip 92694
 Telephone (949) 246-6261 Fax _____ E-mail cynthia@buywestcoast.com

Real Estate Broker (Listing Firm) Coldwell Banker-Half Moon Bay BRE Lic. # _____
 By _____ BRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer(s) numbered _____ Seller's Statement of Information and Other _____, and agrees to act as Escrow Holder subject to paragraph 29 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____
 Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

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Reviewed by _____ Date _____











