




Memorandum

TO: PLANNING COMMISSION
FROM: DEAN ALLISON; DIRECTOR OF PUBLIC WORKS 
SUBJECT: PARCEL MAP MS 653-06
DATE: MARCH 8, 2010

Property Owner/Applicant:

Marlene McDonough
1955 San Pablo Ave.
Pinole, CA 94564

PROJECT: 1955 San Pablo Tentative Parcel Map
FILE: MS 653-06
LOCATION: 1937, 1955, & 1971 San Pablo Avenue
APN: 401-112-055
ZONING: C-1 Neighborhood Business, MU Mixed Use
GP USE: Mixed Use (High Density Residential and Neighborhood Commercial)

REQUEST

A recommendation that the City Council approve the Final Parcel Map MS 653-06.

BACKGROUND

On June 11, 2007 the Planning Commission approved Tentative Parcel Map 653-06. The map proposes to divide a single 1.34 acre site at 1937/1955/1971 San Pablo Avenue into four legal parcels. The applicant has indicated that the purpose of the subdivision is to allow the sale of property in increments and over time. There are no current plans to construct improvements.

The June 11, 2007 Tentative Map approval includes a total of 34 Conditions of Approval, 32 of which are triggered only by construction. There are two Conditions of Approval, called "Special Conditions of Approval", that relate to the recordation of a Parcel Map.

- The applicant shall record reciprocal parking and access easements or agreements so that existing and future uses can share parking and have the right to access said parking over other lots. The City Engineer and the City Attorney shall approve said easements or agreements. Said easements or agreements shall be recorded concurrently with the recordation of the parcel map.
- Concurrent with the recordation of the parcel map, the applicant shall dedicate to the City of Pinole the parcel fronting San Pablo Avenue: APN 401-112-047 (Parcel offered for dedication).

A copy of the June 11, 2007 Planning Commission staff report for the tentative map and an excerpt of the minutes is attached for additional background.

DISCUSSION

In December 2008, the applicant submitted an application for a final subdivision map, which was accompanied by a Parking and Access Agreement, offer of dedication of right of way along San Pablo Avenue.

- The Final Parcel Map has been reviewed and it has found to be consistent with the Tentative Map, and correct as to form.
- The reciprocal parking agreement has been reviewed and approved by the City Engineer and the City Attorney as to form. The agreement lays out a plan which allows for the sharing of some of the parking space on the site. The agreement will be recorded and thus will enable, and obligate, future property owners to share parking.
- A grant deed offering to dedicate a portion of San Pablo Avenue has been reviewed and found consistent with City Standards.

Based on the contents of the submittal information, the applicant has satisfied those conditions of approval necessary to record a final map.

ENVIRONMENTAL REVIEW

The project is Categorically Exempt per Section 13515 of the California Environmental Quality Act.

ATTACHMENTS

- A: Resolution
- B: Reciprocal Parking Agreement
- C: Grant Deed for dedication of Right of Way for San Pablo Avenue
- D: Location Map
- E: Copy of Parcel Map
- F: June 11, 2007 Planning Commission Staff Report – *With Attached Conditions of Approval and Site Photos*
- G: Minutes to the June 11, 2007 Planning Commission
- H: Minutes to the November 10, 2003 Planning Commission

RESOLUTION 2010-_____

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE
RECOMMENDING APPROVAL OF A FINAL PARCEL MAP FOR MS 653-06**

WHEREAS, On June 11, 2007, the Planning Commission adopted Resolution 2007-14, which approved the Tentative Parcel Map, and

WHEREAS, That approval included a number of conditions of approval, and

WHEREAS, The following two conditions of approval relate to actions needed prior to or concurrent with the recordation of a Final Map:

1. The applicant shall record reciprocal parking and access easements or agreements so that existing and future uses can share parking and have the right to access said parking over other lots. The City Engineer and the City Attorney shall approve said easements or agreements. Said easements or agreements shall be recorded concurrently with the recordation of the parcel map.
2. Concurrent with the recordation of the parcel map, the applicant shall dedicate to the City of Pinole the parcel fronting San Pablo Avenue: APN 401-112-047 (Parcel offered for dedication per 66 PM 18).

WHEREAS, The City Engineer determined that these conditions have been met, and

WHEREAS, The City Surveyor has examined the proposed Final Map and determined that the parcel map is technically correct, and

WHEREAS, The City Engineer has examined the proposed Final Map and determined that the map is substantially the same as it appeared on the Tentative Parcel Map and that all provision of the subdivision map act and local ordinance applicable at the time of the Tentative Map have been complied with.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Pinole hereby recommends to the City Council that they approve Final Map for Subdivision MS 653-06.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 8th day of March 2010, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dave Kurrent, Chair, 2009-2010

ATTEST:

Winston Rhodes, AICP, Planning Manager

RECORDING REQUESTED BY;
WHEN RECORDED RETURN TO

Marlene McDonough
1955 San Pablo Avenue
Pinole, California 94564

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RECIPROCAL PARKING EASEMENT AGREEMENT

This RECIPROCAL PARKING EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2009, by and between Benjamin G. Rosales and Cecilia A. Rosales, husband and wife (the "Rosaleses"), Michael B. Perez and Marlene McDonough, trustees of the Michael B. Perez and Marlene McDonough Trust ("Perez and McDonough"), and Frank C. Lunghi and Linda A. Lunghi, trustees of the Lunghi Family Trust dated September 26, 1996 (the "Lunghis") with reference to the following facts:

A. The Rosaleses are presently the owners of that certain real property (the "Rosales Parcel") commonly known as and located at 1989 San Pablo Avenue, Pinole, California and which is more particularly described in **Exhibit A** attached hereto; and

B. Perez and McDonough are presently the owners of that certain real property (the "Perez and McDonough Parcels") commonly known as and located at 1955-1965-1967 San Pablo Avenue, Pinole, California and-which is more particularly described in **Exhibits B and C** attached hereto; and

C. The Lunghis are presently the owners of a one-half interest and Perez and McDonough are presently the owners of the other one-half interest in that certain real property (the "Lunghi, Perez and McDonough Parcels") commonly known as and located at

1937 and 1971 San Pablo Avenue, Pinole, California and which are more particularly described in Exhibits D and E attached hereto; and

D. The Rosales Parcel, the Perez and McDonough Parcels and the Lunghi, Perez and McDonough Parcels are all located adjacent to each other on San Pablo Avenue in Pinole, California; and

E. Over time, certain of the parties hereto, or their predecessors, have created and/or permitted limited vehicular access and/or parking rights over portions of their various properties in favor of certain of the other parties hereto, or their predecessors; and

F. The parties hereto desire to enter this Agreement for the purpose of satisfying special condition Number 1 of Conditions of Approval MS-653-06; and

G. While not a party to this Agreement, and which shall not create any rights hereunder to perform maintenance, to cure or to otherwise engage in acts in connection with this Agreement, the City's approval of this Agreement is required for satisfaction of special condition No. 1 MS-653-06.

H. The parties hereto desire to enter into this Agreement for the purpose of creating, clarifying and/or defining for themselves and for their tenants, invitees, lessees, assigns and their respective successors in interest certain reciprocal rights for limited access and/or vehicular parking rights over and upon specified portions of the Rosales Parcel and the Lunghi, Perez and McDonough Parcels all as more particularly set forth below and as shown on that certain Parking Exhibit, Minor Subdivision MS 653-03, a copy of which is attached hereto as **Exhibit F**;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. **Grant of Easements:** The parties hereby grant nonexclusive easements as follows:

(a) The Rosaleses hereby grant to Perez and McDonough, for the benefit of the Perez and McDonough Parcels and to the Lunghis, Perez and McDonough, for the benefit of the Lunghi, Perez and McDonough Parcels, a nonexclusive easement (the "Rosales Easement") over and upon that certain portion of the Rosales Parcel more particularly described on **Exhibit G** attached hereto for the purpose of parking up to seven vehicles and passage of vehicles (access) only and for no other purposes.

(b) The Lunghis, Perez and McDonough hereby grant to Rosales, for the benefit of the Rosales Parcel, and to Perez and McDonough, for the benefit of the Perez and McDonough Parcels, non-exclusive easements as follows:

(1) A nonexclusive easement (the "Lunghi, Perez and McDonough Easement") over and upon that portion of the Lunghi, Perez and McDonough Parcels more particularly described on **Exhibit H** attached hereto for the purpose of parking up to 7 vehicles only and for no other purpose.

(2) A nonexclusive easement for solely for vehicular access purposes over and upon only such portions of the Lunghi, Perez and McDonough Parcels more particularly described on **Exhibits I and J** attached hereto as are reasonably necessary for ingress to and egress from public streets to the Rosales Easement and the Lunghi, Perez and McDonough Easement.

2. **Nonexclusive Easements:** The easements granted in this Agreement are not exclusive. The Rosaleses retains the right to make any use of the Rosales Parcel that does not unreasonably interfere with the free use and enjoyment of the non-exclusive parking rights granted herein. The Lunghis, Perez and McDonough retain the right to make any use of the Perez and McDonough Parcels and the Lunghi, Perez and McDonough Parcels that does not unreasonably interfere with the free use and enjoyment of the parking and limited access rights granted herein.

3. **Maintenance and Repair:** Each of the parties hereto shall, at their own cost and expense, maintain in good condition and repair those portions of their real property over which non-exclusive easements have been granted herein. In addition, each of the parties hereto shall be responsible, at their own expense, for painting and maintaining stripes showing the parking spaces which are located on their property and which are the subject of the non-exclusive easements granted herein and for placing and maintaining reasonable signage designating those parking spaces as being available for the benefit of the Rosales Parcel, the Perez and McDonough Parcels and the Lunghi, Perez and McDonough Parcels. All parking shall take place within the marked parking spaces only.

4. **Binding Nature of Obligations:** Each and all of the covenants, obligations, restrictions, conditions and provisions contained in this Agreement shall be construed as covenants running with the land intended to be benefited or burdened thereby and shall bind and inure to the benefit of the parties and their respective successors and assigns.

5. **Agreement Nonassignable:** Neither this Agreement or any of the rights granted hereto shall be assigned without the prior written consent of all of the other parties. Any purported assignment of this Agreement or of any of the rights granted in this Agreement without such prior written consent shall be void and of no effect.

6. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the parties hereto

7. **Entire Agreement:** This is the entire agreement between the parties hereto related to the above easements. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Except for the rights created herein and as may have been created under any other recorded agreement, all parties acknowledge that they have no other interests in or rights upon the real property of any of the other parties hereto and specifically acknowledge that no such interests or rights have been acquired by proscriptive adverse possession.

8. **Notices:** Any notices and other communications under this Agreement shall be in writing and deemed duly given: (a) when delivered if personally delivered to the recipient; or (b) on the first business day following delivery to a nationally recognized delivery company for overnight delivery, provided delivery is confirmed by the delivery service.

(a) **Notice to Perez and McDonough:** Notices to Perez and McDonough shall be sent to:

Michael B. Perez
Marlene McDonough
1955 San Pablo Avenue
Pinole, California, 94564.

(b) **Notice to the Rosales:** Notices to the Rosales shall be sent to:

Benjamin G. and Cecilia A. Rosales
1989 San Pablo Avenue
Pinole, California 94564

(c) **Notice to the Lunghis:** Notices to the Lunghis, Perez and McDonough shall be sent to:

Frank C. and Linda A. Lunghi
2604 St. Andrews Drive
Brentwood, California 94513

Any party shall have the right to change the address to which notice shall be sent or delivered for such party by delivering notice to the other parties of such changed address for notice

9. **Default:** If any of the parties hereto fail to perform or observe any term hereof, and such failure continues for more than 30 days after notice thereof from any party, then this constitutes default under this Agreement.

10. **Authority:** By executing this Agreement where indicated below, each of the parties represents and warrants to the others that he or she has the legal authority to enter into this Agreement and to legally bind himself, herself or any entity upon whose behalf of this Agreement is being executed to the terms and conditions hereof.

11. **Not a Public Dedication:** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any of the parcels described herein to the general public or for any public purpose whatsoever.

12. **Waiver:** No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making waiver. No waiver of any provision of this Agreement

shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless there is a written waiver so specifying.

13. **Governing Law:** This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California.

14. **Attorney Fees:** The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post judgment motion or enforcement, appeal, bankruptcy litigation, attachment or levy) shall be entitled to recover its costs and expenses, including, but not limited to, attorneys, experts and consultants' fees and costs, including costs and fees on appeal.

15. **Injunctive Relief:** In the event of any violation or threatened violation of any of the terms, covenants and conditions contained herein, in addition to the other remedies herein provided, any or all of the parties here shall have the right to enjoin such violation or threatened violation.

16. **Jurisdiction and Venue:** Each party hereto irrevocably submits to the jurisdiction and venue of any State court in Contra Costa County, California in any action or proceeding brought to enforce or otherwise arising out of or related to this Agreement

17. **No Partnership or Third Party Beneficiary:** This Agreement shall not create nor be deemed under any circumstances to create any joint venture or partnership between any of the parties hereto. This Agreement is made solely for the benefit of the parties and their respective successors and assigns, and no other person or entity shall have or acquire any rights or remedies under this Agreement.

18. **Severability:** If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be

deemed severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

19. **Interpretation:** The parties have jointly participated in the negotiation and drafting of this Agreement and this Agreement shall be construed fairly and equally as to the parties. This Agreement shall neither be construed for or against either party on account of the responsibility for draftsmanship, the provisions of Civil Code section 1654 to the contrary notwithstanding. Nothing contained herein shall be interpreted to abrogate the rights of any party under any other agreement to which that party or his, her or its predecessor is a party.

20. **Time of the Essence:** Time is of the essence of this Agreement.

21. **Estoppel Certificates:** Each party shall, promptly upon any reasonable request of the other, execute, acknowledge and deliver to or for the benefit of the other party, at any time and from time to time, and at the expense of the party making such request, a certification that this Agreement is unmodified and in full force and effect, or if modified, the notice and extent of each such modification and/or any other matters reasonably requested

22. **Further Actions and Approvals:** Each party agrees to execute and deliver all further documents and to take all other actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

23. **Amendments:** None of the provisions of this Agreement may be waived, modified, deleted or added to in any way except by an additional agreement in writing and fully executed by the parties to this Agreement (or their successors-in-interest).

24. **Recordation:** This Agreement shall be kept on file in the office of the City Clerk of the City of Pinole and shall be recorded in the Office of the Recorder in and for the Contra Costa County, State of California, on the files of those properties hereunder.

Michael E. Perez and Marlene B. McDonough, Trustees of the Michael B. Perez and Marlene McDonough Trust

Dated: _____, 2009

Michael B. Perez, Trustee

Dated: _____, 2009

Marlene McDonough, Trustee

Frank C. and Linda A. Lunghi, Trustees of the Lunghis Family Trust dated September 26, 1996:

Dated: _____, 2009

Frank C. The Lunghi, Trustee

Dated: _____, 2009

Linda A. The Lungbi, Trustee

Rosales:

Dated: _____, 2009

Benjamin G. Rosales

Dated: _____, 2009

Cecilia A. Rosales

State of California
County of Contra Costa } ss

On _____ 2009, before me, _____, a notary public, personally appeared **Marlene McDonough, Michael B. Perez, Frank C. Lunghi, Linda A. Lunghi, Benjamin G. Rosales and Cecilia A. Rosales**, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Encrow No. 463629-VC
Title Order No. 00463629

434167

EXHIBIT A

PARCEL ONE:

Those portions of Parcels A and C, as shown on the Parcel Map filed on May 31, 1978, in Book 66 of Parcel Maps, page 18, Contra Costa County Records, described as follows:

Beginning at the northeastern corner of said Parcel A (66 PM 18); thence, from said point of beginning, along the eastern line of said Parcels A and C, South 13° 34' 39" East, 111.27 feet to the southeastern corner of said Parcel C; thence along the southern line of said Parcel C, South 63° 52' 18" West 210.73 feet; thence North 19° 57' 30" West, 60.35 feet to the northern line of said Parcel C; thence along last said line, North 63° 52' 18" East, 62.71 feet; thence North 10° 15' 51" East, 70.19 feet to a point of non-tangent curvature which bears South 3° 35' 51" East from the center of a curve concave to the north; thence easterly along said curve, through a central angle of 9° 57' 40" having a radius of 710.00 feet and an arc length of 123.44 feet to the point of beginning.

RESERVING THEREFROM:

An easement, not to be exclusive, as an appurtenance to the remaining portion of Parcel A, as said parcel is shown on the Parcel Map filed on May 31, 1978, in Book 66 of Parcel Maps, page 18, Contra Costa County Records, for use as a roadway for vehicles of all kinds, pedestrians and animals, and utility, sewer and storm drainage purposes, over, under and across that portion of said Parcel One described as follows:

Commencing at the northeastern corner of said Parcel A (66 PM 18); thence, from said point of commencement, along the eastern line of said Parcel A, South 13° 34' 39" East, 19.80 feet to the southeastern corner of said Parcel A; thence along the southern line of said Parcel A, South 63° 52' 18" West 132.20 feet to the true point of beginning; thence from said true point of beginning, continuing along last said line, South 63° 52' 18" West, 22.69 feet; thence North 10° 15' 51" East 70.19 feet to a point of non-tangent curvature which bears South 3° 35' 51" East from the center of a curve concave to the North; thence easterly along said curve, through a central angle of 0° 48' 39" having a radius of 710.00 feet and an arc length of 10.05 feet; thence South 2° 04' 02" West, 59.82 feet to the point of beginning.

PARCEL TWO:

An easement, not to be exclusive, as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, and utility, sewer, and storm drainage purposes, over, under, and across a portion of Parcel A, as said Parcel is shown on the Parcel Map filed on May 31, 1978, in Book 66 of Parcel Maps, page 18, Contra Costa County Records, described as follows:

Commencing at the northeastern corner of said Parcel A (66 PM 18); thence, from said point of commencement, along the eastern line of said Parcel A, South 13° 34' 39" East, 19.80 feet to the southeastern corner of said Parcel A; thence along the southern line of said Parcel A, South 63° 52' 18" West, 154.89 feet to the true point of beginning; thence from said true point of beginning, North 2° 04' 02" East, 68.55 feet to a point of non-tangent curvature which bears South 2° 47' 11" East from the center of a curve concave to the north; thence easterly along said curve, through a central angle of 0° 48' 40" having a radius of 710.00 feet and an arc length of 10.05 feet; thence South 10° 15' 51" West, 70.19 feet to the point of beginning.



EXHIBIT B
MS 653-03
1955 SAN PABLO AVENUE

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN ON MS 653-03 AS SHOWN IN EXHIBIT F ATTACHED.

EXHIBIT C
MS 653-03
1965 SAN PABLO AVENUE

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL D AS SHOWN ON MS 653-03 AS SHOWN IN EXHIBIT F ATTACHED.

EXHIBIT D
MS 653-03
1937 SAN PABLO AVENUE

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B AS SHOWN ON MS 653-03 AS SHOWN IN EXHIBIT F ATTACHED.

EXHIBIT E
MS 653-03
1971 SAN PABLO AVENUE

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL C AS SHOWN ON MS 653-03 AS SHOWN IN EXHIBIT F ATTACHED.

**EXHIBIT G
PARKING EASEMENT
ROSALES PROPERTY**

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL "C" AS SHOWN ON THE MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS AT PAGE 18, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL "C" (66 PM 18); THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL "C", NORTH 63°52'18" EAST 14.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERN LINE NORTH 63°52'18" EAST 63.18 FEET; THENCE SOUTH 26°15'54" EAST 17.00 FEET; THENCE SOUTH 63°52'18" WEST 62.99 FEET; NORTH 26°54'39" WEST 17.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,072 SQ. FT. MORE OR LESS

**EXHIBIT H
PARKING EASEMENT**

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL "A" AS SHOWN ON THE MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS AT PAGE 18, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL "A" (66 PM 18); THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL "A", SOUTH 14°33'58" EAST 13.15 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL A SOUTH 67°45'29" EAST 141.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING NORTH 67°45'29" WEST 74.49 FEET; THENCE NORTH 24°30'57 EAST 23.53 FEET; THENCE SOUTH 67°45'29" EAST 74.49 FEET; THENCE SOUTH 24°30'57 WEST 23.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,751 SQ. FT. MORE OR LESS

**EXHIBIT I
PARKING EASEMENT**

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL "A" AS SHOWN ON THE MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS AT PAGE 18, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL "A" (66 PM 18); THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL "A", SOUTH 14°33'58" EAST 13.15 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL A SOUTH 67°45'29" EAST 141.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID SOUTH LINE NORTH 02°11'28" EAST 60.94 FEET; THENCE NORTH 87°48'32" WEST 43.10 FEET; THENCE SOUTH 24°30'57" WEST 42.50 FEET; THENCE SOUTH 67°45'29" EAST 63.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,652 SQ. FT. MORE OR LESS

**EXHIBIT J
ACCESS EASEMENT**

THAT PORTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL "A" AS SHOWN ON THE MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS AT PAGE 18, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL "A" (66 PM 18); THENCE, FROM SAID POINT OF COMMENCMENT, ALONG THE WESTERN LINE OF SAID PARCEL "A", SOUTH 14°33'58" EAST 13.15 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL A SOUTH 67°45'29" EAST 141.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID SOUTH LINE NORTH 02°11'28" EAST 60.94 FEET; THENCE SOUTH 87°48'32" EAST 31.04 FEET; THENCE SOUTH 02°11'28" WEST 43.20 FEET; THENCE SOUTH 87°48'32" EAST 148.89 FEET; THENCE NORTH 02°04'02" EAST 45.90 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 710.00 FEET FROM WHICH A RADIAL BEARS NORTH 02°47'11" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 20.10 FEET THROUGH A CENTRAL ANGLE OF 01°37'19"; THENCE SOUTH 02°04'02" WEST 59.82 FEET; THENCE SOUTH 63°52'18" WEST 99.05 FEET; THENCE NORTH 67°45'29" WEST 120.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,683 SQ. FT. MORE OR LESS

**Recording requested by
and when recorded, return to:**

City of Pinole
2131 Per Street
Pinole, CA 94564
Attn: City Manager

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,
_____ ("**Grantor**") hereby grants to the City of Pinole, California, a municipal
corporation ("**Grantee**") property located at ___[insert address]___ as more particularly
described in Exhibit 1 attached to this Grant Deed and incorporated herein by this
reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ of
_____, 2010.

GRANTOR:

By: _____

Its: _____

STATE OF CALIFORNIA)
)
CONTRA COSTA COUNTY) ss

On _____ before me, _____, a

_____ personally appeared
_____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

Legal Description of Property

(insert legal description)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated the ____ of _____, 2010 from _____ ("**GRANTOR**") to the City of Pinole ("**CITY**") is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council adopted on the ____ of _____, 2010, and that the City consents to recordation of the Grant Deed in the official records of Contra Costa County by its duly authorized officer.

Dated _____, 2010

CITY OF PINOLE

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT A ROADWAY DEDICATION

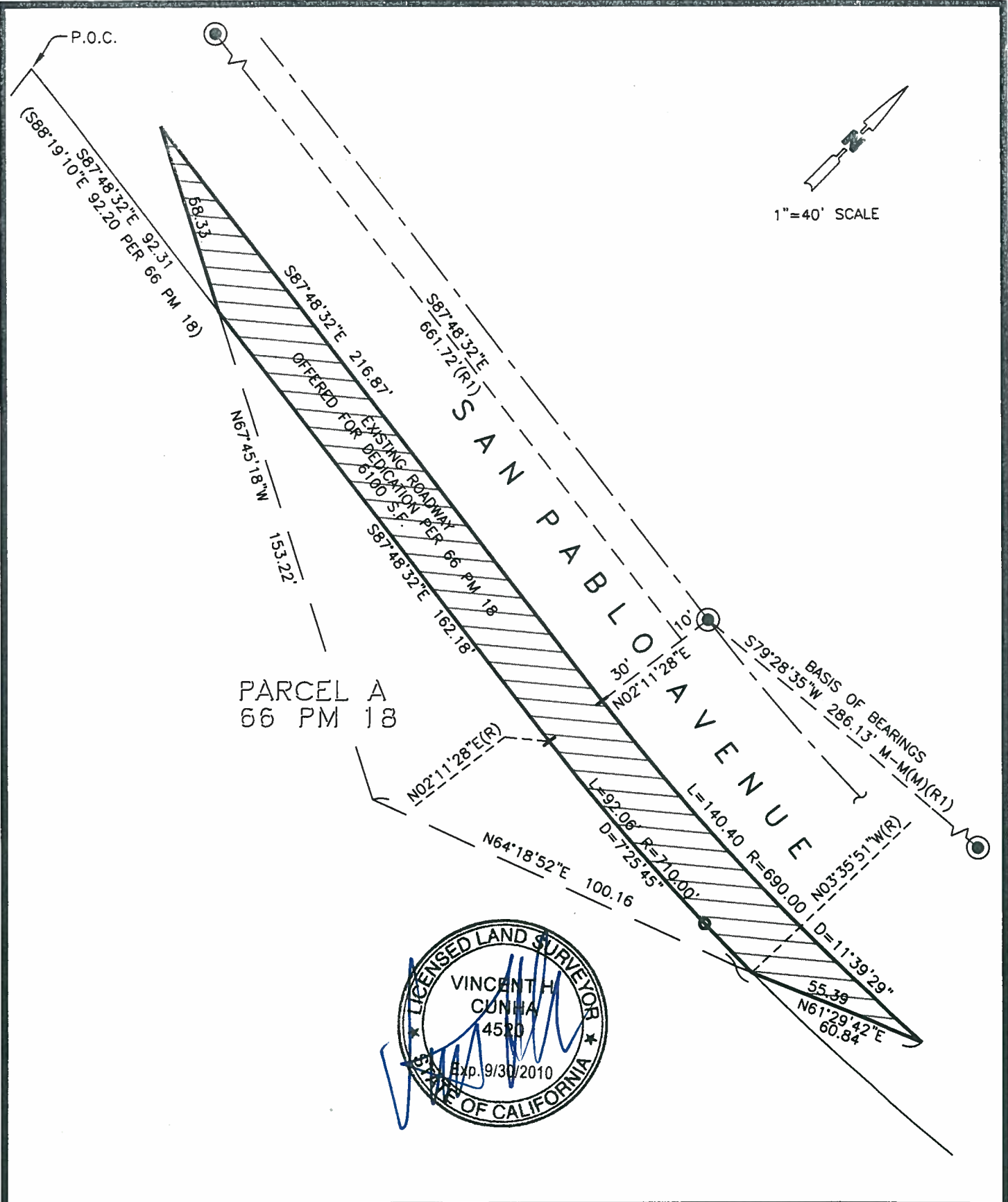
ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF SUBDIVISION M.S. 78-8 RECORDED IN BOOK 66 PARCEL MAPS AT, PAGE 18 AND 19 CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWEST CORNER OF THE PARCEL OF LAND LABELED "ROADWAY EASEMENT 5663 O.R. 435 AND AREA TO BE DEDICATED TO CITY OF PINOLE FOR STREET PURPOSES" AS SHOWN ON M.S. 78-8 (66 P.M. 18), THENCE SOUTH 87°48'32" EAST (TAKEN FOR THE PURPOSE OF THIS DESCRIPTION) 216.87 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 690.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 140.40 FEET THROUGH A CENTRAL ANGLE OF 11°39'29"; THENCE SOUTH 61°29'42" EAST 55.39' FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 710.00 FEET, FROM WHICH A RADIAL BEARS NORTH 03°35'51" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 92.06 FEET THROUGH A CENTRAL ANGLE OF 07°25'45"; THENCE NORTH 87°48'32" WEST 162.18 FEET; THENCE NORTH 67°45'18" WEST 58.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,100 S.F. MORE OR LESS.





CUNHA ENGINEERING, INC.
701 BELMONT WAY, STE. A
PINOLE, CALIFORNIA 94564
(510) 741-8290

EXHIBIT B
ROADWAY DEDICATION
PINOLE, CA

SHEET
1 OF 1
JOB No.
203002FM

**Recording requested by
and when recorded, return to:**

City of Pinole
2131 Per Street
Pinole, CA 94564
Attn: City Manager

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,
_____ ("**Grantor**") hereby grants to the City of Pinole, California, a municipal
corporation ("**Grantee**") property located at ___[insert address]___ as more particularly
described in Exhibit 1 attached to this Grant Deed and incorporated herein by this
reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ of
_____, 2010.

GRANTOR:

By: _____

Its: _____

STATE OF CALIFORNIA)
)
CONTRA COSTA COUNTY) ss

On _____ before me, _____, a

_____ personally appeared
_____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

Legal Description of Property

(insert legal description)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated the ____ of _____, 2010 from _____ ("**GRANTOR**") to the City of Pinole ("**CITY**") is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council adopted on the ____ of _____, 2010, and that the City consents to recordation of the Grant Deed in the official records of Contra Costa County by its duly authorized officer.

Dated _____, 2010

CITY OF PINOLE

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT A
PUBLIC UTILITY EASEMENT
(P.U.E.)

THE UNDERSIGNED HEREBY DEDICATE(S) TO THE PUBLIC FOREVER THE RIGHT TO COSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND DESCRIBED HEREIN AS "P.U.E." (PUBLIC UTILITY EASEMENT) AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A OF SUBDIVISION M.S. 78-8 RECORDED IN BOOK 66 PARCEL MAPS AT, PAGE 18 AND 19 CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

P.U.E. A

COMMENCING AT THE MOST NORTHEAST CORNER OF SAID PARCEL A, 66 PM 18, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAN PABLO AVENUE; THENCE FROM SAID POINT OF COMMENCEMENT FROM WHICH A RADIAL BEARS NORTH 13°34'22" WEST, WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 710.00 FEET 123.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°58'31" TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 10°15'51" WEST 10.30 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 720.00 FEET FROM WHICH A RADIAL BEARS NORTH 03°24'04" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 44.17 FEET THROUGH A CENTRAL ANGLE OF 03°30'53"; THENCE NORTH 00°06'48" EAST 10.00 FEET TO THE SOUTH LINE OF SAN PABLO AVENUE TO A NON-TANGENT CURVE WITH A RADIUS OF 710.00 FEET CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 45.99 FEET THROUGH A CENTRAL ANGLE OF 03°42'39" TO THE POINT OF BEGINNING.

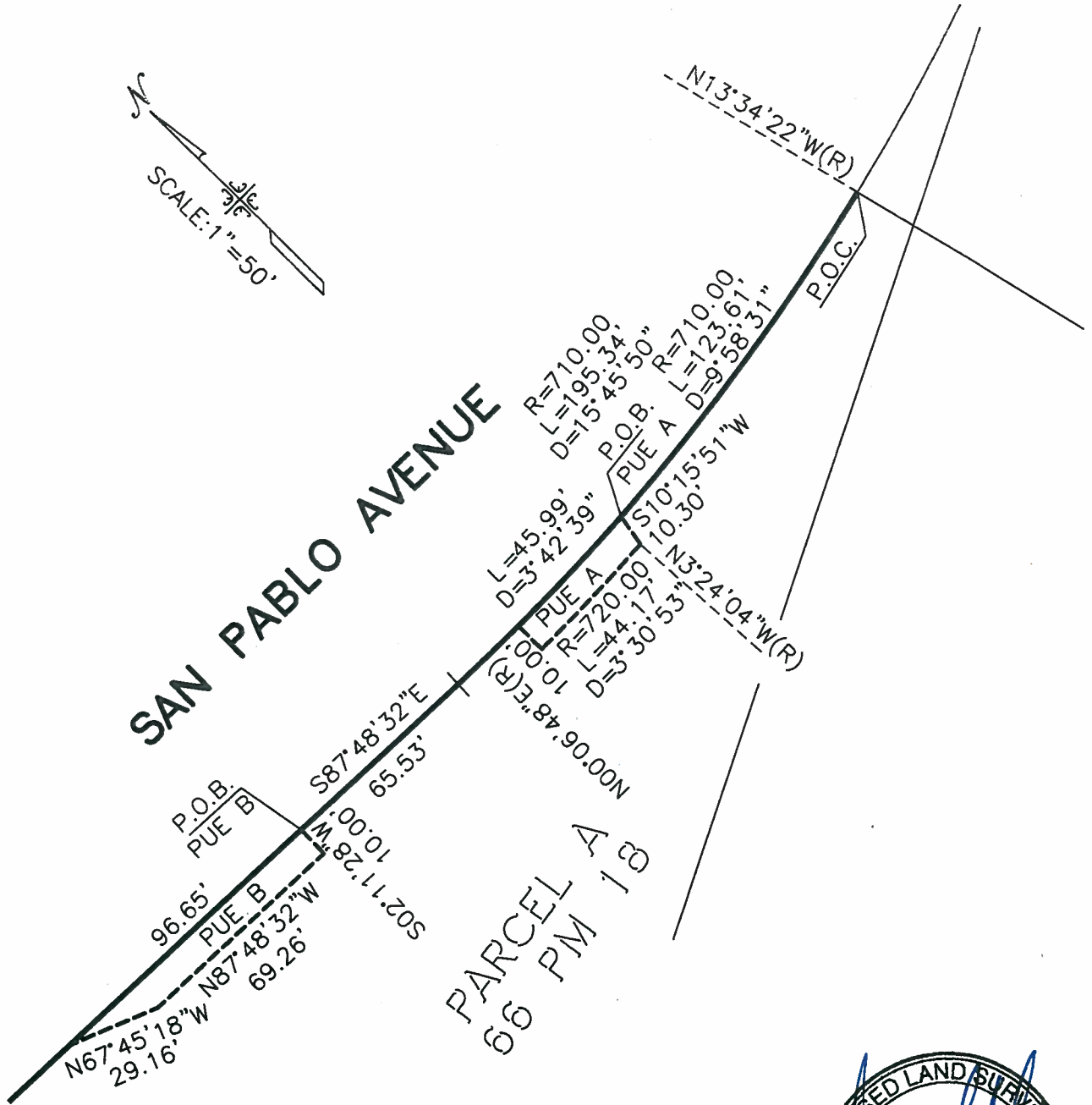
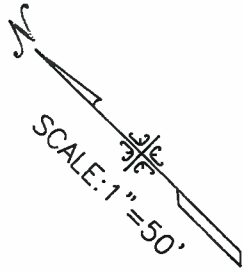
CONTAINING 451 S.F. MORE OR LESS.

P.U.E. B

COMMENCING AT THE MOST NORTHEAST CORNER OF SAID PARCEL A, 66 PM 18, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAN PABLO AVENUE; THENCE FROM SAID POINT OF COMMENCEMENT FROM WHICH A RADIAL BEARS NORTH 13°34'22" WEST ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 710.00 FEET, WESTERLY 195.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'50"; THENCE NORTH WEST 87°48'32" WEST 65.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°11'28" WEST 10.00 FEET; THENCE NORTH 87°48'32" WEST 69.26 FEET; THENCE NORTH 67°45'18" WEST 29.16 FEET; THENCE SOUTH 87°48'32" EAST 96.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 830 S.F. MORE OR LESS.





CUNHA ENGINEERING, INC.

701 BELMONT WAY, STE. A
PINOLE, CALIFORNIA 94564
(510) 741-8290

**EXHIBIT B
PUBLIC UTILITY EASEMENT**

SHEET
1 OF 1
JOB No.
203002FM



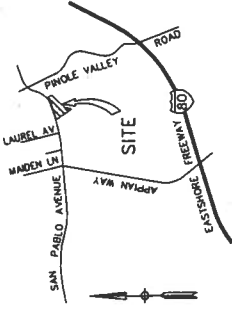
Location Map

PARCEL MAP MINOR SUBDIVISION MS 653-06

PORTIONS OF PARCELS "A" AND "C" AS SHOWN ON THE PARCEL MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS, AT PAGE 18, CONTRA COSTA COUNTY RECORDS AND THE PARCEL DESCRIBED IN THE DEED TO LUNGI, DOC.# 99-82474, RECORDED MARCH 26, 1999 AT THE CONTRA COSTA COUNTY RECORDERS OFFICE

CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
JUNE, 2007

CUNHA ENGINEERING INC. ■■■■



VICINITY MAP
N15

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF _____

I HEREBY STATE THAT THIS LARGE MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY, I HEREBY CERTIFY THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

VINCENT H. CUNHA, L.S. 4520
EXPIRATION DATE: 9/30/10

CITY ENGINEER'S STATEMENT

I, DEAN E. ALLISON, CITY ENGINEER OF THE CITY OF PINOLE, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "MINOR SUBDIVISION MS 653-06"; THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLETED WITH.

DATE: _____
DEAN E. ALLISON
CITY ENGINEER, CITY OF PINOLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 38054*
EXPIRATION DATE 6-30-10

ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss
COUNTY OF ALAMEDA)
ON THIS _____ DAY OF _____, 2004,

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.
WITNESS MY HAND

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES: _____

OWNERS' STATEMENT

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDEATION OF THE SAME

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER ON AND OVER THOSE CERTAIN PARCELS OF LAND SHOWN UPON SAID MAP AS "P.U.E." (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, AND THE RIGHT TO ENTER UPON SAID PARCELS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

MARLENE MCDONOUGH
AS CO-SUCCESSOR TRUSTEE OF THE
FRANK LUNGI MARITAL EXEMPTION TRUST

FRANK S. LUNGI
AS TRUSTEE OF THE
LUNGI FAMILY LIVING TRUST
DATED MAY 24, 1991

ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss
COUNTY OF ALAMEDA)
ON THIS _____ DAY OF _____, 2004,

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.
WITNESS MY HAND

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES: _____

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I CERTIFY AS CHECKED BELOW THAT:

A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LEAN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

ALL TAXES DUE HAVE BEEN PAID AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____, 20____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT THE REQUEST OF _____ OF _____

COUNTY RECORDER
BY: _____
DEPUTY COUNTY RECORDER

PARCEL MAP MINOR SUBDIVISION MS 653-06

PORTIONS OF PARCELS "A" AND "C" AS SHOWN ON
THE PARCEL MAP FILED MAY 31, 1978 IN BOOK 66 OF
PARCEL MAPS, AT PAGE 18, CONTRA COSTA COUNTY
RECORDS AND THE PARCEL DESCRIBED IN THE DEED TO
LUNGGHI, DOC.# 99-82474, RECORDED MARCH 26,1999
AT THE CONTRA COSTA COUNTY RECORDERS OFFICE

CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
JUNE, 2007

CUNHA ENGINEERING INC. ■■■■

CITY SURVEYOR'S STATEMENT

I, MAX H. BRIDGES, CITY SURVEYOR FOR THE CITY OF PINOLE, HEREBY STATE THAT I HAVE
EXAMINED THE MAP "MINOR SUBDIVISION MS 653-06" AND AM SATISFIED THAT THE MAP
IS TECHNICALLY CORRECT.

NAME: MAX H. BRIDGES RCE (CA) 24152
EXPIRATION DATE: 12/31/11

PLANNING MANAGER'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF PINOLE, COUNTY OF
CONTRA COSTA COUNTY, STATE OF CALIFORNIA HAS APPROVED THE TENTATIVE MAP
UPON WHICH THIS PARCEL MAP IS BASED.

DATE: WINSTON RHODES
PLANNING MANAGER
CITY OF PINOLE, CALIFORNIA

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JULY 1,
1999, AS INSTRUMENT NO. 99-175189, OF OFFICIAL RECORDS, DOES HEREBY
JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNERS' STATEMENT
AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL
OFFERS OF DEDICATIONS THEREON.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____) S.S.

ON _____, 20____, BEFORE ME _____, A NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____
(PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S) OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____
PRINT NAME OF NOTARY: _____
NOTARY PUBLIC IN AND FOR _____
THE COUNTY OF _____ STATE OF _____
MY COMMISSION NUMBER: _____ EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED MARCH 2,
2001, AS INSTRUMENT NO. 01-54366, OF OFFICIAL RECORDS, DOES HEREBY
JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNERS' STATEMENT
AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL
OFFERS OF DEDICATIONS THEREON.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____) S.S.

ON _____, 20____, BEFORE ME _____, A NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____
(PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S) OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____
PRINT NAME OF NOTARY: _____
NOTARY PUBLIC IN AND FOR _____
THE COUNTY OF _____ STATE OF _____
MY COMMISSION NUMBER: _____ EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

PARCEL MAP MINOR SUBDIVISION MS 653-06

PORTIONS OF PARCELS "A" AND "C" AS SHOWN ON THE PARCEL MAP FILED MAY 31, 1978 IN BOOK 66 OF PARCEL MAPS, AT PAGE 18, CONTRA COSTA COUNTY RECORDS AND THE PARCEL DESCRIBED IN THE DEED TO LUNGI, DOC.# 99-82474, RECORDED MARCH 26, 1999 AT THE CONTRA COSTA COUNTY RECORDERS OFFICE

CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=30'
JUNE, 2007
CUNHA ENGINEERING INC. ■■■

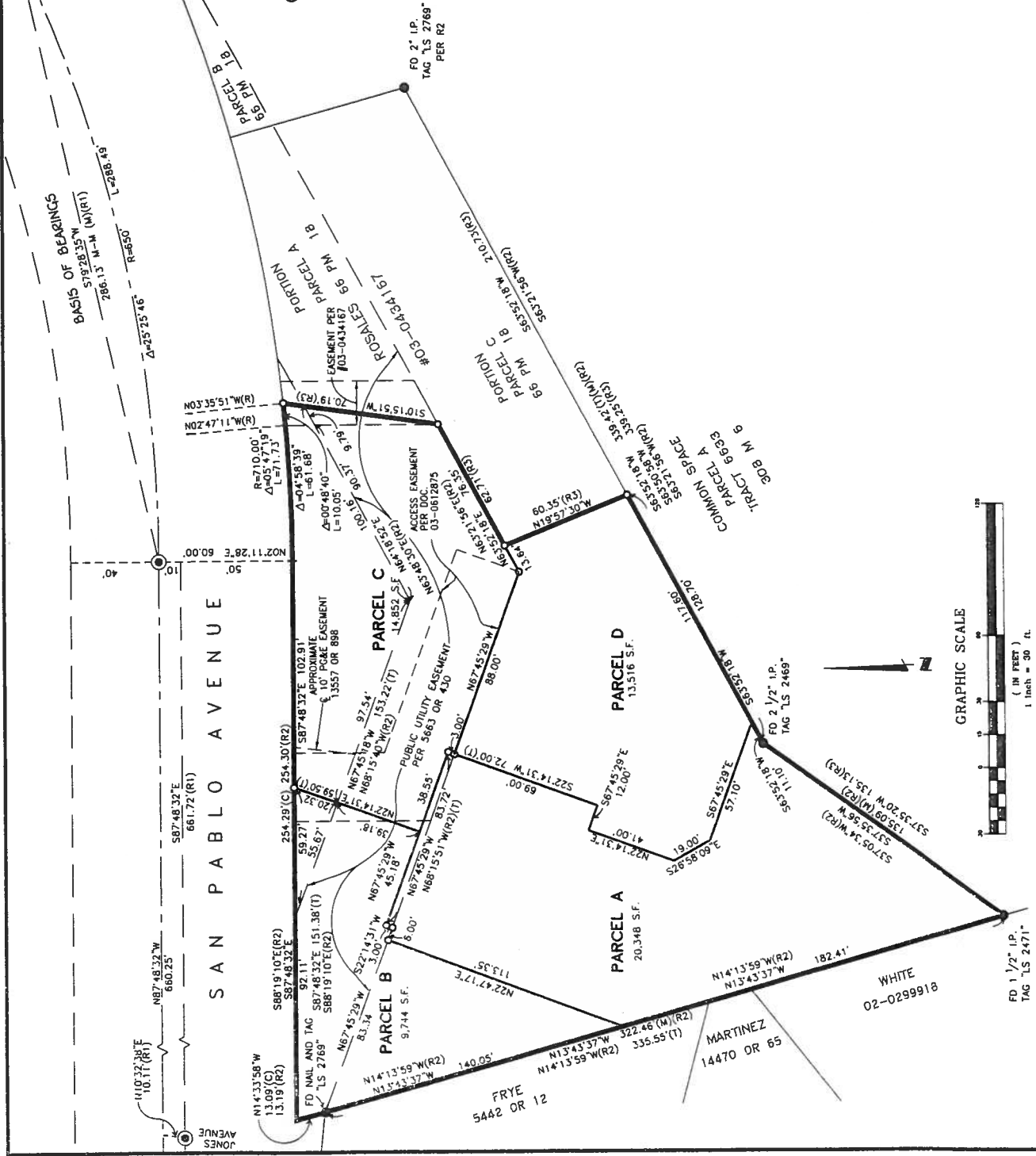
BASIS OF BEARINGS

BEING THE MONUMENT LINE ON SAN PABLO AVE. TAKEN AS N79°28'35"W AS SHOWN ON RECORD OF SURVEY OF SAN PABLO AVE. FILED IN BOOK 102 L.S. MAPS PAGE 48, CONTRA COSTA COUNTY, CALIFORNIA.

ALL BEARINGS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27).

LEGEND

- SET 5/8" REBAR W/ PLASTIC CAP LS 4520
- FOUND MONUMENT AS NOTED
- ⊙ FOUND STANDARD STREET MONUMENT
- (T) TOTAL
- (R) RADIAL
- M-M MONUMENT TO MONUMENT
- (R1) RECORD INFORMATION, PER 102 LSM 48
- (R2) RECORD INFORMATION, PER 66 PM 18
- (R3) RECORD INFORMATION, PER SER.# 03-0434167
- (C) CALCULATED
- (M) MEASURED
- ⊕ CENTERLINE
- PUE PUBLIC UTILITY EASEMENT





Memorandum

TO: PINOLE PLANNING COMMISSION
FROM: ANNE HERSCH, ASSOCIATE PLANNER
SUBJECT: TENTATIVE PARCEL MAP: 1937, 1955, & 1971 San Pablo Avenue
DATE: JUNE 11, 2007

Property Owner/Applicant:

Marlene McDonough
1955 San Pablo Ave.
Pinole, CA 94564

PROJECT: 1955 San Pablo TPM
FILE: MS 653-06
LOCATION: 1937, 1955, & 1971 San Pablo Avenue
APN: 401-112-055
ZONING: C-1 Neighborhood Business, C-2 Central Business
GP USE: Mixed Use (High Density Residential and Neighborhood Commercial)
PLANNER: Anne Hersch, Associate Planner

REQUEST

The applicant is seeking approval for a Tentative Parcel Map that will create four resultant parcels at 1955 San Pablo Ave.

BACKGROUND

This proposal was previously reviewed and approved by the Pinole Planning Commission on November 10, 2003. At that time, the applicant sought to divide one parcel into four parcels, each containing a building. However, the applicant never filed a final map and approval expired in November 2006. The new entitlement request does not differ from the previous application.

The same parties have owned the subject properties for many years. The properties have been developed with single family and multi-family residential uses as well as commercial uses. It is presumed that when the varying uses were established, they conformed to the General Plan and zoning standards current at the time. The property has since been zoned for commercial uses, making the single family and multi-family uses non-conforming.

ANALYSIS

The applicant is seeking approval to subdivide the properties at 1955 San Pablo Ave. to better accommodate existing buildings and facilitate the future sale of individual parcels. Currently, there are commercial buildings, an apartment complex, and a small home at the subject site. Attachment 6 shows photographs of the existing site. Table 1 shows the subsequent parcel area for the project.

Subsequent Parcel Area

Parcel	Area	Acreage	Existing Use
Parcel A	20347 sq. ft.	0.47 acres	Single-Family Home/Commercial Building
Parcel B	9745 sq. ft.	0.22 acres	Commercial Building
Parcel C	14852 sq. ft.	0.34 acres	Commercial Building
Parcel D	13515 sq. ft.	0.31 acres	Apartment Building
Total	58,459 sq. ft.	1.34 acres	

Table 1. Subsequent Parcel Area

General Plan Designation and Allowed Uses

The General Plan designates this site as mixed use with high-density residential and neighborhood commercial uses. Under this land use designation, commercial uses can be combined with residential uses with densities allowed between 16 to 25 units per acre. The existing residential uses are at a density of approximately 6.5 per acre.

Policies

The proposed project meets the following goals from the Pinole General Plan:

LU1.2 General Plan Land Uses and the Zoning Ordinance

Require all proposed projects to be consistent with the General Plan and other applicable development standards established by the City's Zoning Ordinance.

LU4.1 Quality of Pinole's Residential Neighborhoods

Assure all new development, renovation or remodeling preserves and strengthens Pinole's residential neighborhoods by requiring projects to be harmoniously designed and integrated with the existing neighborhood.

Zoning

All the lots in this proposed subdivision are zoned either C-1 (Neighborhood Commercial) or C-2 (Central Business), and do not permit residential uses. Chapter 17.44 (Nonconforming Uses) of the Zoning Ordinance recognizes that certain inconsistencies were created when the zoning ordinance

was approved and provides a regulating code for those uses, primarily residential use with in commercial zoning districts. The Code states that as long as the non-conforming use is not discontinued for a period of six months or more, it may continue in definitely. The Code does prohibit the enlargement, extension, or reconstruction of any structure housing a nonconforming use.

SPECIAL CONDITIONS

Special conditions were placed on the project during the initial Planning Commission hearing in 2003. (See Attachment 5) The conditions have been included in the Conditions of Approval and are detailed below.

Reciprocal parking is required to allow existing and future uses to share parking and have the right to access parking on the other lots. The parcel frontage previously dedicated to the City along the San Pablo Avenue was not properly recorded. As part of this request, staff is seeking the dedication and recordation of the property to the City.

- The applicant shall record reciprocal parking and access easements or agreements so that existing and future uses can share parking and have the right to access said parking over other lots. The City Engineer and the City Attorney shall approve said easements or agreements. Said easements or agreements shall be recorded concurrently with the recordation of the parcel map.
- Concurrent with the recordation of the parcel map, the applicant shall dedicate to the City of Pinole the parcel fronting San Pablo Avenue: APN 401-112-047 (Parcel offered for dedication per 66 PM 18).

GOVERNMENT CODE

Section 66474 of the Subdivision Map Act

A legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

- a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- c) That the site is not physically suitable for the type of development.
- d) That the site is not physically suitable for the proposed density of development.
- e) That the design of the subdivision or proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- g) That the design of the subdivision or the type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that subsection shall apply only to easements of record or to easements established by judgment of a court of

competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Evidence: The proposed project is in compliance with the Subdivision Map Act findings. (See Attachment 2)

ENVIRONMENTAL REVIEW

The project is Categorically Exempt per Section 13515 Minor Land Divisions, of the California Environmental Quality Act. Class 15 consists of the division of property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division or a larger parcel within the previous two (2) years, and the parcel does not have an average slope greater than 20 percent.

FINANCIAL IMPLICATIONS TO THE CITY

There are no significant cost implications to the City for this request.

STAFF RECOMMENDATION

The Planning Commission approve Minor Subdivision 653-06 subject to the Conditions of Approval and Findings of Fact.

ATTACHMENTS

1. Conditions of Approval
- ~~2. Findings of Fact~~
- ~~3. Location Map~~
- ~~4. Resolution~~
- ~~5. Meeting Minutes from PC Hearing on November 10, 2003~~
6. Photos of existing site
- ~~7. Tentative Parcel Map~~

**CONDITIONS OF APPROVAL
MS-653-06**

SPECIAL CONDITIONS

1. The applicant shall record reciprocal parking and access easements or agreements so that existing and future uses can share parking and have the right to access said parking over other lots. This shall also include the adjacent proposed dental office building. The City Engineer and the City Attorney shall approve said easements or agreements. Said easements or agreements shall be recorded concurrently with the recordation of the parcel map.
2. Concurrent with the recordation of the parcel map, the applicant shall dedicate to the City of Pinole the parcel fronting San Pablo Avenue: APN 401-112-047 (Parcel offered for dedication per 66 PM 18).

STANDARD CONDITIONS OF APPROVAL FOR MS 653-06

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF A BUILDING PERMIT EXCEPT AS OTHERWISE SPECIFIED IN THE CONDITIONS.

- PW1. PERMITS, BONDS, AND INSURANCE** - The applicant shall obtain an encroachment permit, posting the required bonds and insurance, for all work to be done in the City's right-of-way. This encroachment permit shall be obtained prior to the issuance of a building permit and prior to any work being done in the City's right-of-way.
- PW4. PARCEL MAP** - The applicant shall have a final parcel map, prepared by a person authorized to practice land surveying in California, delineating all parcels created or deleted and all changed in lot lines (as per Section 16.12.190 of the Municipal Code). The Parcel Map shall be approved by the City Council prior to the issuance of any City permits.
- PW5. PERMITS REQUIRED BY OTHER AGENCIES** - The applicant shall obtain all permits that may be required by one or more of the following: pipeline and various utility companies. If project is within jurisdiction of any of these agencies, verification of permit or waiver of permit must be given to the Public Works Department prior to issuance of any City permits. If the City is required to be party to the permit and an application and fee is required, the applicant shall reimburse the City for its cost.
- PW12. MATERIAL HAULING** - The applicant shall submit a proposed material hauling route and schedule. The City Engineer prior to issuance of a building or site development permit shall approve said submittal. All material hauling activities including but not limited to, adherence to approved route, hours of operation, dust control and street maintenance shall be the responsibility of the applicant (as per Section 15.36.080 of the Municipal Code). Violation of such may be cause for

suspension of work.

- PW14.** **CHARGES FOR PUBLIC WORKS** - The applicant shall deposit funds with the City to pay for all engineering, inspection and survey services that may be required during construction of the project (as per City Council Resolution #2927). The amount of the deposit shall be determined by the City based on the amount of the work estimated.
- PW15.** **GENERAL** - All public improvements shall be made in accordance with the latest adopted Contra Costa County Standard Drawings and Specifications. All work shall conform to the applicable City ordinances. Good housekeeping practices shall be observed at all times during the course of construction. The storing of goods and materials on the sidewalk and/or street will not be allowed unless a special permit is issued. The owner's representative in charge shall be at the job site during all working hours.
- PW16.** **INSPECTIONS** - The applicant shall notify the Public Works Department at least forty-eight (48) hours prior to starting any work pertaining to on-site drainage facilities, grading, or paving; all work in the City's right-of-way as per Section 15.36.230 of the Municipal Code.
- PW17.** **UNDERGROUND UTILITIES** - The applicant must agree to install all utility service, including telephone, electric power, and other communications lines underground as per Chapter 13.16 of the Municipal Code.
- PW18.** **DEBRIS REMOVAL** - All building debris shall be disposed of outside the City of Pinole.
- PW19.** **DRAINAGE** - All drainage shall be directed to the public street with a minimum grade of two (2) percent over landscaped areas and one-half (½) percent over paved areas. Where necessary, sidewalk drains shall be provided to direct the water under the sidewalk and through the curb.
- PW20.** **SIDEWALK, CURB AND GUTTER REPAIR** - The applicant shall repair and replace to existing City standards, any sidewalk, curb and gutter that is damaged now or during construction of this project.
- PW24.** **SEWERS** - The applicant shall install as a minimum a six (6) inch City standard sewer lateral connection to the sewer main, complete with property line clean out, and in accordance with the latest Central Sanitary District Standard Specification.
- PW25.** **CONSTRUCTION ACTIVITIES** - The following provisions to control noise and dust shall be followed during site excavation and building construction:
- A. Site excavation (grading) activities are restricted to between 7:00A.M. and 5:00 P.M., Monday through Friday.
 - B. Earth haul and materials delivery to and from the site will be prohibited between the hours of 7:30 - 8:30 A.M. and 4:00 - 5:00 P.M.

- C. All construction vehicles should be properly maintained and equipped with exhaust mufflers and meet State and Federal standards.
- D. Newly disturbed soil surfaces shall be watered down regularly by a water truck maintained on site during all day light hours and construction grading activity shall be discontinued in wind conditions greater than 10 miles per hour.
- E. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation.
- E. All excavated or silty materials shall be covered with a tarp during transit to and from the site.

CD2. UTILITIES - All electrical, telephone, water, C.A.T.V. and similar utility services which provide service to the subject building shall be installed underground. All transformers, meter boxes, etc., shall be screened from view wherever possible.

CD10. NOISE STANDARDS - The noise standards established in the General Plan shall be applicable to all developments. These noise standards apply to exterior and are:

<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
60 dBA (Day) 55 dBA (Eve) 50 dBA (Night)	65dBA (Day & Eve) 60 dBA (Night)	75 dBA (All)

NOTE:
Day: 7 a.m. to 7 p.m.
Evening: 7 p.m. to 10 p.m.
Night: 10 p.m. to 7 a.m.

CD11. SCHOOL, GROWTH AND PARK IMPACT FEES - Prior to issuance of a building permit, the applicant shall pay all applicable school, growth (as per Chapter 3.20 of the Municipal Code) and park (as per Chapter 16.28 of the Municipal Code) impact fee.

CD12. SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) FEE - Prior to issuance of a building permit for new construction the applicant shall pay the applicable STMP fee, as per Chapter 16.30 of the Municipal Code.

CD22. CONFORMANCE WITH APPROVED PLANS - All building permit drawings and subsequent construction shall substantially conform with the approved planning application drawings. Any modifications must be reviewed by the City Planner who shall determine whether the modification requires additional approval of the Planning Commission, Design Review Board or City Council.

-
- CD23. MODIFICATION OF APPROVED PLANS** - Failure to obtain prior approval to modify the approved plans may result in having to pay double the original planning application permit fee and/or withholding of the occupancy permit until such time as the modification(s) to the plans has been reviewed by the Design Review Board and approved by the Planning Commission.
- BD1. BUILDING CODES** - At time of issuance of building permits, the building shall comply with Chapter 15 of the Municipal Code and State Title 24.
- BD2. INSPECTION** - The applicant shall arrange all inspections with the Building Division, Fire Department, and Public Works Department. All Building Division inspection requests shall be made 24 hours in advance.
- BD3. SOILS REPORT** - A soils report containing all design recommendations of footings, pier holes, retaining walls, and any other information pertinent to the soil condition shall be submitted with plans for all new construction and additions over 500 square feet or two stories in height. Report shall be prepared by a licensed soils engineer or geologist.
- BD4. PLAN CHECK FEES** - A plan check fee shall be paid to the Building Division at time of submission of plans as per Section 15.02.060 of the Municipal Code.
- BD5. GENERAL REGULATIONS OF CONSTRUCTION** - Work may be prohibited during inclement weather upon the order of the Building Official. The hours of work shall be limited to 7:00 A.M. to 5:00 P.M., Monday through Friday. No work will be allowed on City-observed holidays as per Section 15.02.070 B of the Municipal Code.
- Exception 2.** By written authorization of the building official, a residential property owner with a valid permit to construct a single-family residence for personal occupancy shall be allowed to work on weekends and holidays between 9 A.M. and 5 P.M. This authorization shall be granted to applicants who have not built a residence in Pinole in the previous five-year period and who affirm in writing their intention to reside at subject property.
- BD6. CONTRACTORS** - Contractors must identify all subcontractors prior to issuance of a building permit. Each subcontractor must obtain a City business license prior to issuance of a building permit or commencing work as per Section 5.04.020 of the Municipal Code.
- BD7. SMOKE DETECTORS** - Smoke detectors are required in all residential units. Locate detectors as directed by building and fire inspectors as per Section 12.10 (a) of the 1997 Uniform Building Code.
- BD8. ADDRESSING** - Prior to issuance of a "Certificate of Occupancy" or final building inspection approved numbers and addresses shall be installed on all buildings in

compliance with Section 15.02.050 of the Municipal Code.

- A. Specific mounting location shall be determined at the time of plan review.
- B. Address shall be internally or externally lighted during the hours of darkness.

- BD9.** **DEBRIS BOX** - Prior to commencing construction a contractor/owner shall place on-site minimum of a 10 cubic yard "debris box for receiving and holding of all construction debris."
- FD3.** **CONSTRUCTION PLANS FOR FIRE PREVENTION** - Prior to issuance of a building permit, building construction plans and plans for fire extinguishing system shall be submitted to the Fire Prevention Bureau for review and approval as per Section 2.202 of the Uniform Fire Code.
- FD4.** **WATER SUPPLY SYSTEM** - Prior to issuance of a building permit there shall be an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief or Fire Marshall. Water supply system for staged construction shall provide required fire flows at all stages as per Section 903.2 of the Uniform Fire Code.
- FD8.** **FIRE EXTINGUISHERS** - Prior to issuance of a "Certificate of Occupancy" or final building inspection, an approved fire extinguisher shall be installed as required by the Fire Prevention Bureau as per Section 1002 of the Uniform Fire Code.
- FD9.** **FIRE PREVENTION FEES AND INSPECTION** - Prior to issuance of a "Certificate of Occupancy" or final building inspection, the applicant shall pay all applicable fees in accordance with the Master Fee Schedule, Schedule D, adopted by the City of Pinole and obtain an inspection from the Fire Prevention Bureau. All meetings and inspections require a 48 hour advanced notice as per Section 2.202 and Article 4 of the Uniform Fire Code.

PHOTOS OF EXISTING SITE



1965 San Pablo Ave.-Cottage



1965 San Pablo Ave.-Apartments

**STAFF MEMO
PLANNING COMMISSION MEETING
JUNE 11, 2007**



1971 San Pablo Ave.



1955 San Pablo Ave.

MINUTES

PINOLE PLANNING COMMISSION

Regular Meeting – June 11, 2007

PLANNING COMMISSION REGULAR MEETING

A. CALL TO ORDER: 7:30 P.M.

B. PLEDGE OF ALLEGIANCE AND ROLL CALL:

Commissioners Present: Brooks, Sekins, Toms, Chair Banuelos

Commissioners Absent: Chapin, Long, McFarland

Staff Present: Senior Planner, Christina Ratcliffe
Associate Planner, Anne Hersch
City Attorney's Office, Inga Lintvedt

C. CITIZENS TO BE HEARD:

There were no citizens to be heard.

D. CONSENT CALENDAR:

- 1. Planning Commission Meeting Minutes: May 14, 2007
- 2. **Design Review 07-08: 8 North Rancho Court:** Consideration of design, colors and materials for a new single-family home at 8 North Rancho Court. Applicant: Royal Kirkland, 412 Roble Avenue, Pinole, CA 94564. APN 430-240-025.
- 3. **Rezone, Conditional Use Permit, Variance, Design Review, Sign Program: 2101 San Pablo Avenue:** Consideration of new mixed use building and site improvements, including: New 6,308 square foot, three story main building with three residential units and four commercial spaces; Site configuration, with parking lot and landscape plans; Tenant signage at 2101 San Pablo Avenue. The project consists of the construction of a 6,308 square foot; three story mixed-use building at 2101 San Pablo Avenue. It is also proposed to include a new six space parking area and landscaping.

1 Applicant: Pinole Redevelopment Agency, 2131 Pear Street, Pinole, CA
2 94564; APN 401-161-000-6 and adjacent right of way. Staff requested a
3 *continuance of this matter until the July 9, 2007 Planning Commission*
4 *hearing.*
5

6 Commissioner Brooks requested an amendment to lines 16 through 19 of Page 5
7 of the May 14, 2007 meeting minutes, as follows:
8

9 *Commissioner Brooks questioned how the roots of the trees would be*
10 *controlled, to which Ms. Kivelson stated that there would be root barriers*
11 *around the trees in the parking lot to ensure the roots did not damage the*
12 *parking lot area or utilities.*
13

14 And to the last bullet on lines 16 through 17 of Page 6:
15

- 16 • *The Strawberry trees to be moved to the middle, rather than the edge of the*
17 *parking curb of the back/rear area.*
18

19 Speaking to Consent Calendar Item D 2, Commissioner Toms inquired of staff
20 how the home would be allowed at three stories.
21

22 Associate Planner Anne Hersch explained that due to the slope of the lot the
23 basement had been built into the side of the hill and would not be visible from
24 street level. At ground level the home appeared as if it were a two story home.
25 The issue of three stories had been raised in the past when the project had
26 previously been reviewed by the Planning Commission in 2005.
27

28 Commissioner Toms commented it appeared from the side elevation that the
29 home would be three stories.
30

31 Chairperson Banuelos clarified that if half of the perimeter was visible and if the
32 floor above had six feet of space above the next finished floor for half the
33 perimeter, it would be considered a full story. He understood that the home met
34 the code requirements. He acknowledged that the issue of a three story home had
35 not been raised during the Design Review Board (DRB) phase of review.
36

37 Commissioner Brooks asked for clarification of the window trim for the home, to
38 which Ms. Hersch explained that Planning Commissioner Long, also a member of
39 the DRB, had recommended a 1 x 4 exterior window trim.
40

41 **MOTION** to approve the Consent Calendar, as amended.
42

43 **MOTION: Toms**

SECONDED: Sekins

APPROVED: 4-0-3

ABSENT: Chapin, Long, McFarland
44
45

1 **E. OLD BUSINESS:**

2
3 1. List of Projects Staff is working on: Wendy's/Wingstop Landscaping

4
5 Senior Planner Christina Ratcliffe reported that she had met with the owner of the
6 property to discuss ways to speed up the process of installing the required
7 landscaping.

8
9 Chairperson Banuelos advised that he had been contacted by a resident who had
10 also raised some concerns with the condition of the landscaping at the site.

11
12 Commissioner Brooks commented that staff was to submit previous meeting
13 minutes on the item to the Commission for review and discussion to verify that the
14 landscaping plans and irrigation were to have been prepared by an architect.

15
16 Ms. Ratcliffe asked that staff report back during the next Planning Commission
17 meeting.

18
19 **F. PUBLIC HEARINGS:**

20
21 1. **Continuance of MS 653-06 to the June 11, 2007 Planning Commission**
22 **Hearing:** Consideration of a Tentative Map that would create four resultant
23 parcels at 1955 San Pablo Avenue. Applicant: Marlene McDonough, 1955
24 San Pablo Avenue, Pinole, CA 94564. APN 401-112-055.

25
26 Associate Planner Anne Hersch presented the staff report dated June 11, 2007.
27 She recommended that the Planning Commission approve Minor Subdivision 653-
28 06, subject to Conditions of Approval and Findings of Fact.

29
30 Commissioner Brooks inquired whether or not the proposal had been reviewed by
31 the Public Works Department to verify conditions of City work, to which Ms. Hersch
32 affirmed that the Public Works Director and the City Planner had met with the
33 Project Engineer earlier in the year to verify that everything was up to standard and
34 consistent with the City code.

35
36 Chairperson Banuelos commented that the description of the property had shown
37 a single APN number, although based on the plans; the property involved multiple
38 APN numbers.

39
40 Ms. Hersch clarified that the property was contained in one APN number and the
41 buildings were contained on-site. The land has not yet been subdivided.

42
43 Ms. Ratcliffe added that the numbers on the plan did not correlate with the building
44 numbers or parcel number on file.
45

1 The other APN numbers would have to be clarified by the applicant and could be
2 an error on the part of the engineer who had drawn the map.

3
4 PUBLIC HEARING OPENED

5
6 PROPONENT:

7
8 MARLENE McDONOUGH, 1955 San Pablo Avenue, Pinole, explained that she
9 had legal information that had been written up for the proposal for the four parcels.
10 She clarified that the parcel numbers referenced by the City were the existing
11 parcel numbers.

12
13 Commissioner Toms inquired whether or not the property owner received different
14 tax bills at this time for the different uses.

15
16 Ms. McDonough advised that she received three tax bills.

17
18 Commissioner Toms commented that the other APN numbers could be tax roll
19 numbers.

20
21 Ms. Ratcliffe noted that the parcel number on the staff report and the number listed
22 on the public notice was the same parcel number on the map.

23
24 Ms. McDonough clarified upon review of her documents with staff assistance that
25 the APN numbers were the existing parcel numbers for tax purposes.

26
27 OPPONENTS: None

28
29 PUBLIC HEARING CLOSED

30
31 **MOTION** to approve MS 653-06 Consideration of a Tentative Parcel Map that
32 would create four resultant parcels at 1955 San Pablo Avenue subject to:

- 33
34
- 35 • Attachment 1, Conditions of Approval, MS 653-06;
 - 36 • Attachment 2, Findings of Fact for MS 653-06;
 - 37 • Attachment 3, Location Map for 1955 San Pablo Avenue, Pinole, CA
94564;
 - 38 • Attachment 4, Resolution 07-14, A Resolution of the Planning Commission
39 of the City of Pinole Approving A Tentative Parcel Map for 1937, 1955 and
40 1971 San Pablo Avenue, Project # MS 653-06;
 - 41 • Attachment 5, Meeting Minutes November 10, 2003; and
 - 42 • Attachment 6, Photos of Existing Site.
- 43

44 **MOTION: Toms**

SECONDED: Brooks

APPROVED: 4-0-3

ABSENT: Chapin, Long, McFarland

- 1 2. **Continuance of Design Review 07-01, MS 651-07, RZ 07-01 Heritage**
2 **Park from the May 30 Planning Commission Hearing:** Consideration of
3 the following entitlements for 2100 San Pablo Avenue: Rezone from MU-
4 Mixed Use to PD-Planned Development; Design Review for three new
5 detached single-family homes with a common garage; Tentative Parcel
6 Map to create four new parcels with a remainder parcel. The property is
7 approximately 200 feet wide on the south side of Buena Vista Avenue,
8 approximately 300 feet west of the intersection of Quinan and Buena Vista.
9 This is Phase 2 of the Heritage Park project. Applicant: Pinole
10 Redevelopment Agency, 2131 Pear Street, Pinole, CA, 94564; APN 401-
11 120-029.

12
13 Associate Planner Anne Hersch presented a PowerPoint presentation of the staff
14 report dated June 11, 2007. She noted that the project was compliant with the City
15 of Pinole's General Plan and development standards for Single-Family Residential
16 Districts. Pursuant to the Pinole Municipal Code, she recommended that the
17 Planning Commission forward a recommendation to the City Council to approve
18 Heritage Park Phase 2 at 2100 San Pablo Avenue.

19
20 Commissioner Toms thanked staff for responding to all of the issues raised by the
21 Planning Commission during its prior meeting related to fire, Public Works and
22 potential funding. She stated that the staff report and cross sections had been
23 helpful.

24
25 Speaking to the project across the street from the subject property, Commissioner
26 Toms recalled there would be no on-site parking. She inquired whether or not a
27 property owner located across the street could dedicate frontage and build
28 improvements for on street parking on their own frontage.

29
30 Ms. Hersch suggested that if the property owner across the street wanted to do
31 that and make the necessary dedications, that could be done if the dedications
32 were made voluntarily.

33
34 If that were to occur, Commissioner Brooks questioned what would guarantee the
35 rights of parking.

36
37 Ms. Ratcliffe advised that would not guarantee the property owner the right to park
38 since it would be public property. It would make parking available in that location.
39 If dedicated voluntarily, it would be public property.

40
41 Commissioner Sekins agreed that the staff report had been very helpful. He
42 commented on the fact that during the prior Commission meeting there had been
43 concerns with the adequacy of the City's public notification process.

1 Still, with staff's clarification that the public noticing requirements had been
2 followed and based on the extensive list contained in the staff report,
3 Commissioner Sekins found it interesting that no one was present in the audience
4 to speak to the item.
5

6 Commissioner Toms clarified with staff that when the item was forwarded to the
7 City Council for consideration, the same residents who had been notified of the
8 Planning Commission public hearing would be notified of the City Council hearing.
9

10 Commissioner Brooks spoke to the fact that the Richmond Sanitary District
11 required that their services be used for the site. He inquired if that meant
12 contractors could use their own truck or equipment to take refuse to the Richmond
13 Sanitary District.
14

15 Ms. Ratcliffe understood that it only meant that the Richmond Sanitary District
16 must be used and a debris box must be provided on-site.
17

18 Mary Drazba, Pinole Redevelopment Agency, explained that the Richmond
19 Sanitary District had an exclusive franchise for disposal in the City of Pinole.
20 Anything through cans or debris boxes must be contracted with the District. If a
21 contractor had a truck and were to take debris off-site as part of their contract for
22 construction, that would be allowed. Debris boxes must be ordered from the
23 District.
24

25 Ms. Ratcliffe suggested that a condition could be imposed whereby any debris
26 removed from the site from a contractor or anyone else in their own truck must be
27 taken to the District.
28

29 Ms. Hersch advised that there was a condition in the conditions of approval that
30 would have to be revised to reflect that intent.
31

32 Commissioner Toms pointed out that if a contractor had another place to dispose
33 of material she would like to see as much flexibility as possible. As an example, as
34 trees were removed, there could be parks in the City that could use the chips from
35 those trees. She did not support a condition that would prevent that opportunity.
36

37 Ms. Ratcliffe suggested a condition whereby all waste not recycled must go to the
38 Richmond Sanitary District as appropriate, or possible.
39

40 Commissioner Toms suggested it did not need to be a planning condition since the
41 code would regulate that issue.
42

43 Inga Lintvedt, representing the City Attorney's Office, recommended that a
44 condition be worded in such a way where the hauling must comply with the City's
45 franchise agreement with the Richmond Sanitary District.

1 PUBLIC HEARING CONTINUED

2
3 PROPONENT:

4
5 MICHAEL WOLDEMAR, Woldemar & Associates, 12226 San Pablo Avenue,
6 Richmond, in response to the Chair explained that the location of the fire hydrant
7 would likely be placed to the left or right of the driveway entry into the project.
8

9 Mr. Woldemar also noted in response to the Chair as to whether or not the front
10 sidewalk was public, that since it was on private property but appeared like a public
11 sidewalk there needed to be an easement granted so that there would be a public
12 use allowed on the sidewalk. Per Sheet SA-6, he identified the frontage as an
13 area for public access and private utilities. He acknowledged in some areas the
14 sidewalk was steep and the parking lot could only have a certain percentage of
15 cross slope. On the downhill side of Lot 1, there was a short two and a half to
16 three foot high retaining wall to make up the grade differential which was why
17 steps were also in that location.
18

19 Mr. Woldemar added that per the street cross sections, the sidewalk was
20 conventional where it existed and there were some places where it did not exist,
21 and some places where it could not exist up the hill without an 8 or 9 foot high
22 retaining wall to hold back the hillside. On the project site, in order to preserve the
23 trees, the sidewalk had been designed to meander.
24

25 Chairperson Banuelos complimented the staff presentation and noted that the list
26 of those who had been noticed has been the most extensive list he had seen. He
27 recognized that there may always be someone who may not receive a notification,
28 although there were other methods used for public notification to get a project
29 noticed. He was confident that the project had been properly noticed to the public.
30

31 Chairperson Banuelos also referenced a photograph of Quinan Street and Buena
32 Vista Avenue where historically there had been nothing in the area other than the
33 apartment building. He suggested in that context that the project had achieved
34 what had historically been designed in Pinole and that the architect had done a
35 good service for the City as to what had historically been the old area of Pinole.
36

37 Commissioner Toms commented that since the stairs did not comply with
38 Americans with Disabilities Act (ADA) requirements whether or not it was possible
39 the sidewalk could be made steeper, since it would also not comply with the ADA
40 requirements but would be a bit closer to compliance. She cited as an example
41 the use of wheelchairs, strollers, or grocery carts that could more easily maneuver
42 a steep ramp as opposed to steep stairs.
43

44 Mr. Woldemar explained that it would require a review of all of the numbers. Per
45 Sheet SA-5 he had labeled the slope of the sidewalk at close to 13 percent.

1 There was one tree near that area identified as a Sycamore tree with a more
2 tolerant root system. Steps had been proposed to minimize impacts to the existing
3 dirt and trees.
4

5 Mr. Woldemar suggested a condition that could allow the attempt to make the
6 grades consistent. He commented that the earlier portion would be rather steep,
7 around 18 percent or so, to allow him to reach the existing grade at 13 percent.
8 Making a steeper sidewalk could be explored and he could possibly lift the parking
9 lot slightly, however further study would be required to do so.

10
11 Commissioner Toms suggested rather than a meandering sidewalk possibly a
12 switchback sidewalk could be considered.
13

14 Mr. Woldemar reiterated that he would have to further explore those options.
15

16 Commissioner Brooks suggested if the Sycamore tree must be lost to allow a
17 gentler walkway that would be preferable. He also suggested more risers to the
18 porch steps.
19

20 Mr. Woldemar commented that if the Sycamore tree was eliminated and other
21 things fell into place, Commissioner Toms' recommendation may be an option.
22 Again, he would have to review that possibility further.
23

24 OPPONENTS: None
25

26 PUBLIC HEARING CLOSED
27

28 **MOTION** to approve Design Review 07-01, MS 651-07, and RZ 07-01, Heritage
29 Park consideration of the following entitlements for 2100 San Pablo Avenue:
30

- 31 • Rezone from MU-Mixed Use to PD-Planned Development;
- 32 • Design Review for three new detached single-family homes with a common
33 garage;
- 34 • Tentative Parcel Map to create four new parcels with a remainder parcel.
35

36 Subject to:
37

- 38 • Attachment 1, Conditions of Approval;
- 39 • Attachment 2, Findings of Fact for Design Review 07-01;
- 40 • Attachment 3, Findings of Fact for Tentative Parcel Map, 651-07;
- 41 • Attachment 4, Findings of Fact for Rezoning;
- 42 • Attachment 5, Location Map for 2100 San Pablo Avenue, Pinole, CA
43 94564;
- 44 • Attachment 6, Meeting Minutes March 15, 2007;
- 45 • Attachment 7, Photographs of Surrounding Neighborhood Architecture;

- 1 • Attachment 8, Street Section;
- 2 • Attachment 9, Photo Simulation;
- 3 • Attachment 10, Resolution 07-15, A Resolution of the Planning Commission
- 4 of the City of Pinole Approving Design Review 07-01 and Tentative Parcel
- 5 Map 651-07, and Rezone 07-01 for 2100 San Pablo Avenue;
- 6 • Attachment 11, 1,000 Ft. Property Address Mailing Labels;
- 7 • Attachment 12, Pinole Police Department Comments;
- 8 • Attachment 13, Fire Department Letter;
- 9 • Attachment 14, Public Works Letter;
- 10 • Attachment 15, Richmond Sanitation Letter;
- 11 • Attachment 16, Initial Study;
- 12 • Attachment 17, Draft Covenants, Conditions and Restrictions;
- 13 • Exhibits A and B;
- 14 • Attachment 18, Mitigation and Monitoring Program; and
- 15 • The applicant making the best effort to make the sidewalk area as ADA
- 16 compliant as possible.

17
18 **MOTION: Toms**

SECONDED: Brooks

APPROVED: 4-0-3

ABSENT: Chapin, Long, McFarland

19
20
21 **G. NEW BUSINESS:**

- 22
23 1. Formation of the Ad-Hoc Sign Committee as directed by the Pinole
- 24 Planning Commission and Pinole City Council at its April 23, 2007 joint
- 25 meeting. The Committee will assist with the sign regulations in the Zoning
- 26 Code update.

27
28 Ms. Hersch presented the staff memorandum dated June 11, 2007. She

29 requested that two members of the Planning Commission be designated to serve

30 on the Ad-Hoc Sign Committee. It was anticipated that the City Council would

31 interview interested participants from the public soon. There was no deadline at

32 this time. Once the recruitment period ended, the deadline would be identified.

33 Staff had yet to identify specific meeting times and dates for the Ad-Hoc

34 Committee and anticipated once the Zoning Code Update commenced there

35 would be a better idea of the time commitments needed.

36
37 Ms. Hersch affirmed, when asked, that the Pinole Historical Society had been

38 notified.

39
40 Commissioner Brooks expressed the willingness to serve on the Ad-Hoc Sign

41 Committee.

42
43 Chairperson Banuelos also expressed the interest to serve on the committee in the

44 event there was a lack of interested participants.

45

1 Commissioner Sekins expressed the willingness to serve on the committee as an
2 Alternate.

3
4 2. Tree Preservation Ordinance: at the direction of the Planning Commission,
5 staff will research tree preservation ordinances and provide information to
6 the Commission for future ordinance in the City.
7

8 Ms. Ratcliffe presented the staff memorandum dated June 11, 2007. The
9 Commission was provided with a table detailing regulations from sample
10 jurisdictions in the Bay Area. Staff welcomed any further direction from the
11 Planning Commission.
12

13 Commissioner Toms commented that the County also had a Tree Preservation
14 Ordinance. She suggested an ordinance that was the simpler the better.
15

16 Chairperson Banuelos found the information provided to be beneficial and not
17 complex. He suggested that the requested parameters of the ordinance should be
18 identified for future discussion. He suggested that the cities of San Pablo and
19 Hercules ordinances should also be reviewed.
20

21 Ms. Ratcliffe commented that it was also important to have a component for
22 dangerous trees. When asked, she stated that the issue was more of a code
23 enforcement issue and would likely not be discussed during the General Plan
24 Update.
25

26 Commissioner Sekins recalled that a Tree Preservation Ordinance had been
27 discussed in the past with a prior City Planner.
28

29 Ms. Ratcliffe commented that staff had reviewed the City's files and could find no
30 information on prior discussions, nor could staff find any information on similar
31 ordinances from the cities of Hercules and San Pablo. Staff would return with
32 additional information in the near future.
33

34 Commissioner Toms expressed a desire to see a review of an ordinance from a
35 jurisdiction which had riparian vegetation that was protected like Pinole.
36

37 Ms. Ratcliffe understood that there were some jurisdictions that had language that
38 protected riparian vegetation. She also clarified, when asked, that in most
39 jurisdictions tree ordinances were handled by Planning, not the Public Works or
40 Recreation Departments.
41

42 Commissioner Brooks preferred to review existing ordinances from nearby
43 jurisdictions that had climates similar to Pinole's.
44
45

1 **H. CITY PLANNER'S/COMMISSIONER'S REPORT:**

2
3 Ms. Ratcliffe reported that a Joint Housing Workshop with the City
4 Council/Redevelopment Agency and Planning Commission had been tentatively
5 scheduled for July 31.

6
7 Commissioner Toms also understood that another workshop had been scheduled
8 for June 28 in the City of Berkeley to discuss Association of Bay Area
9 Governments (ABAG) requirements. In addition, a workshop had been scheduled
10 for Thursday, June 14 in the ABAG offices.

11
12 Ms. Ratcliffe added that the Housing Workshop would also coincide with a General
13 Plan Update status report. She otherwise reported that City Planner Elizabeth
14 Dunn was out on leave indefinitely and that staff was working to fill that void.

15
16 In response to Commissioner Sekins as to the status of the Kaiser project, Ms.
17 Hersch advised that Kaiser planned to break ground any day. A groundbreaking
18 ceremony had been discussed, to be held across the street from the site, although
19 she did not have that specific information at this time.

20
21 Ms. Hersch added that the Pinole Valley Shopping Center would have a
22 Groundbreaking Ceremony scheduled for Friday, July 13, 2007 at 11:00 A.M.
23 Everyone was welcome to attend. Refreshments would be provided.

24
25 Ms. Hersch further reported that the City Council had appointed a new Planning
26 Commissioner to replace Commissioner McFarland. That new Commissioner
27 would be seated at the July 9 meeting.

28
29 In response to Commissioner Brooks as to the status of the plans to remodel the
30 Chevron Station, Ms. Hersch advised that Chevron had been scheduled for DRB
31 consideration on June 14 to consider changes to the paint color and a change to
32 one sign. Chevron had permits for sign changes and would not be changing the
33 size of the signage other than a change to the sign face. She understood that
34 some signage had been administratively approved in the past.

35
36 Commissioner Sekins suggested that Chevron had done a good job.

37
38 Commissioner Brooks reported that some of the work at the Chevron station had
39 been done after hours.

40
41 As to the status of a joint meeting between the DRB and the Planning Commission
42 to discuss the Design Guidelines, and in response to the Chair, Ms. Hersch
43 suggested that staff could review the calendar to determine when a joint meeting
44 could be scheduled.

- 1 I. **COMMUNICATIONS:** None
2
3 J. **NEXT MEETING:** Monday, July 9, 2007.
4
5 K. **ADJOURNMENT:** Approximately 8:43 P.M.
6
7 Transcribed by:
8
9
10
11 Anita L. Tucci-Smith
12 Transcriber

ATTACHMENT 8
MEETING MINUTES NOVEMBER 10, 2003

No. 1 MINOR SUBDIVISION 653-03 - Consideration of a proposal to resubdivide three lots at 1937, 1955 and 1971 San Pablo Avenue into four lots. Applicant: Marlene McDonough. Mr. Salmi advised that the proposal was for a Minor Subdivision, formerly the Continental Deli site, which included both commercial and residential uses. As a result of probate, the applicant had proposed to resubdivide three lots to be able to sell the parcels. Under the land use designation the commercial uses could be combined with residential uses for a density of 16 to 25 units per acre. The existing residential uses were at a density of approximately 6.5 units per acre and the lots had a combination of Neighborhood and Central Commercial zoning, neither of which could allow residential uses. City code did allow non-conforming uses as long as those uses had not been discontinued for a period of more than six months. As such, the residential uses could continue indefinitely.

City code also prohibited the enlargement or reconstruction of any structure that housed a non-conforming use. Conditions of approval would include a requirement that the applicant record a reciprocal parking and access easement/agreements so that the existing and future uses could share parking and have the right to access parking on the other lots. The easements must be approved in form by the City Attorney and the City Engineer and must be recorded concurrently with the recordation of the parcel map.

In addition, a parcel that had been dedicated to the City along the San Pablo Avenue frontage a number of years ago had not been monitored to ensure recordation. Since the Minor Subdivision was being requested, staff sought the dedication and recordation of that property to the City at this time.

Commissioner Long spoke to the last sentence of the first paragraph under Subdivision on Page 4 of the November 10, 2003 staff report, which should be corrected to read:

The proposed subdivision does not alter existing uses on site nor hinder the future reuse of the property.

Chair Toms inquired whether or not the new lot lines would create any variances to the existing buildings. Staff advised that the lots lines had been drawn to avoid the need for variances.

Commissioner Long requested clarification of the shared parking agreement. She questioned whether or not the same agreement would also address the residential building where a dentist's office was located. She requested that the parcel number for that property be referenced in the shared parking agreement.

Mr. Salmi advised that the agreement would include that property. He noted that

the Redevelopment Agency was working with the property owner to work out the parking and access to the site. He described it as an ongoing process at this time.

PUBLIC HEARING OPENED

PROPONENT:

VINCE CUNIA, Project Engineer representing the applicant, commented that he and the applicant had worked with planning staff to develop a plan that would be compatible with the City's zoning requirements.

Mr. Cunia clarified that the additional requirement regarding the parking for the proposed dental office would pose no problem and would be acceptable if added to the shared parking agreement. He added that he was in the process of working on a master parking study for the entire site. He also affirmed that he had read the conditions of approval and had found those conditions to be acceptable.

OPPONENTS: None

PUBLIC HEARING CLOSED

Commissioner Long recommended the following language to the conditions:

Applicant shall record reciprocal parking agreement to include the adjacent proposed dental office building.

MOTION to approve Minor Subdivision 653-03 to resubdivide three lots at 1937, 1955 and 1971 San Pablo Avenue into four lots, subject to the findings and conditions as contained in the November 10, 2003 staff report, as modified.

MOTION: Brunstein

SECONDED: Long

ACTION: Approved

5-0