

COMMUNITY DEVELOPMENT AGENCY
PLANNING DIVISION

July 16, 2019

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Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903

Re: Karuna Land, LLC Master Plan Second Amendment and Amendments to the
Precise Development Plan and Vesting Tentative Map
1 Sacramento Avenue, San Anselmo (Assessor's Parcel 177-220-10)

Dear Supervisors:

RECOMMENDATION: Conduct a merit hearing and adopt the proposed ordinance
and resolution approving the proposed amendments

SUMMARY: This project has been initiated by the Community Development Agency to meet the terms of a Settlement Agreement to resolve all claims made by the property owner and applicant (Karuna Land, LLC) against the County of Marin and its 2017 approval of a Master Plan Amendment, Precise Development Plan, and Vesting Tentative Map. The 2017 action authorized the subdivision of a 10.6-acre lot into six lots, a remainder parcel, and an access and utilities parcel and construction of six single-family residences along with access, utility, and other associated improvements. The proposed amendments would conform the 2017 approval to the Settlement Agreement by: (1) accepting payment of an in-lieu affordable housing fee in the amount of \$232,000 for one affordable unit to meet the project's inclusionary housing requirements; (2) modifying the number of residual residential units that are extinguished on the remainder parcel but transferrable to another property from 8 units to 10 units; (3) clarifying the maximum allowable floor area of each of the six homes to be 1,500 square feet (for strawbale construction) or 1,900 square feet (for standard construction) with a 6-year vesting period; and (4) replacing the required conservation easement on the remainder parcel with a deed restriction prohibiting future development of any residential units.

REVIEWED BY: (These boxes must be checked)

<input type="checkbox"/> Department of Finance	<input type="checkbox"/> N/A
<input checked="" type="checkbox"/> County Counsel	<input type="checkbox"/> N/A
<input type="checkbox"/> Human Resources	<input type="checkbox"/> N/A

SIGNATURE:

Tom Lai
Assistant Director

Attachments: (1) Proposed Ordinance
(2) Proposed Resolution
(3) 2019 Settlement Agreement and General Release
(4) Plans

MARIN COUNTY BOARD OF SUPERVISORS

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE KARUNA LAND LLC MASTER PLAN
SECOND AMENDMENT
1 SACRAMENTO AVENUE, SAN ANSELMO
ASSESSOR'S PARCEL: 177-220-10

SECTION I: FINDINGS

1. **WHEREAS**, on June 13, 2017, the Karuna Land LLC Master Plan Amendment, Vesting Tentative Map, and Precise Development Plan ("2017 Approval") were approved by the Board of Supervisors to subdivide a 10.6-acre lot into six lots for residential development, plus one remainder parcel and an access and utilities parcel. The approval also provided for future construction of six new single-family residences, as well as access, utility, and other associated improvements. The residential lots range in size from 3,539 square feet for Lot 4 to 6,119 square feet for Lot 2, and the remainder parcel is 9.2 acres. Access to the development is provided from the end of Sacramento Avenue on a common private roadway and new driveway. The zoning for this property is RMP 1.33 (Residential Multifamily Planned, 1.33 units per acre). The property is located at 1 Sacramento Avenue, San Anselmo and is further identified as Assessor's Parcel 177-220-10.
2. **WHEREAS**, the applicant and the County are following the requirements of the 2019 Settlement Agreement and General Release ("Settlement Agreement") approved by the Superior Court of Marin County, in which Karuna Land LLC was the plaintiff and the County of Marin was defendant. The Community Development Agency initiated the second Master Plan Amendment, Vesting Tentative Map Amendment, and Precise Development Plan Amendment project in order to amend and conform the 2017 Approval to the Settlement Agreement by: (1) accepting payment of an in-lieu affordable housing fee in the amount of \$232,000 for one affordable unit to meet the project's inclusionary housing requirements; (2) modifying the number of residual residential units that are extinguished on the remainder parcel but transferrable to another property from 8 units to 10 units; (3) clarifying the maximum allowable floor area of each of the six homes to be 1,500 square feet (for strawbale construction) or 1,900 square feet (for standard construction) with a 6-year vesting period; and (4) replacing the required conservation easement on the remainder parcel with a deed restriction prohibiting any future development of any residential units.
3. **WHEREAS**, on July 16, 2019, the Marin County Board of Supervisors held a duly noticed public hearing to take public testimony and consider the project.
4. **WHEREAS**, the applicant and the County are following the requirements of the 2019 Settlement Agreement approved by the Marin County Superior Court, in which Karuna Land was the plaintiff and the County of Marin was defendant.
5. **WHEREAS**, the Marin County Board of Supervisors finds that the proposed Master Plan Amendment will not result in any potentially significant environmental impacts, and continues to qualify for the Negative Declaration of Environmental Impact previously approved for the project in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the County's CEQA process. The project

continues to qualify for the Negative Declaration because the project has not been substantially altered, the regulatory framework continues to be the same, and the environmental conditions have not substantially changed since the Negative Declaration was originally adopted.

6. **WHEREAS**, the Marin County Board of Supervisors finds that the proposed Master Plan Amendment, as conditioned herein, is consistent with the following findings for approval of a Master Plan pursuant to Marin County Code Section 22.44.030.C.1.c.

- A. The proposed Master Plan Amendment, as modified by conditions of approval, is consistent with the Countywide Plan (CWP), including the following policies.

1. The proposed residential use is consistent with the governing MF-2 (Multi-family Residential, one to four units per acre) land use designation for the property. The proposed residential density of 0.57 units per acre is below the density range for the MF-2 land use designation. (CWP Policy CD-8.6 and Map 4.1)
2. The future residences are located below visually prominent ridgelines and clustered on the lower portion of the property and the CWP's Ridge and Upland Greenbelt (RUG), consistent with CWP's policies to protect views of the RUG. (CWP Policies DES-4.d and DES-4.e)
3. The proposed Master Plan Amendment is consistent with the CWP's Stream Conservation Area (SCA) policies because the future residences would be located outside the SCA, and improvements to the bridge crossing are consistent with allowed uses in the SCA. (CWP Policies BIO-4.1 and BIO-4.14)
4. The proposed development will not directly or indirectly impact special status species, sensitive natural communities, and important wildlife nursery areas and movement corridors based on the analysis contained in the Negative Declaration of Environmental Impact. (CWP Policy BIO-1.1)
5. The proposed development has been designed to avoid or minimize potential hazards from earthquakes, unstable ground conditions, and flooding and fire hazards. (CWP Policies EH-2.1, EH-3.1, EH-4.1)
6. The Master Plan Amendment's acknowledgement that up to 10 undeveloped residential units may be transferred to a future transfer of development rights bank when the County establishes the TDR program to allow the transfer of development rights to appropriate receiver sites is consistent with CWP Policy CD-5.g. None of these TDR units would be allowed to be developed on this property in the future.

- B. The proposed Master Plan Amendment, as modified by conditions of approval, would not be detrimental to the public interest, health, safety, convenience, or welfare, and the site is physically and environmentally suitable for the proposed type and intensity of land uses, including vehicular access, provision of utilities, compatibility with adjoining land uses, and absence of unusual physical constraints that would make future development in conformance with Chapter 22.16 (Discretionary Development Standards) infeasible.

The project would minimize grading, avoid and minimize tree removal, and eliminate any potential for significant environmental impacts. Future homes would be clustered on the lower portion of the 10.6-acre property, outside of the areas of the property that are

located within the Stream Conservation Area and Ridge and Upland Greenbelt area, and will be developed with adequate vehicular access, water and sanitary sewer service, and fire protection. Finally, the modest-sized residences are compatible with other residences in the surrounding community, and would incorporate design features and massing that are appropriate for a hillside setting.

SECTION II: ACTION

The Board of Supervisors of the County of Marin ordains as follows.

The project described in condition of approval 1 is authorized by the Marin County Board of Supervisors and is subject to the conditions of project approval.

This decision certifies the proposed project's conformance with the requirements of the Marin County Development Code and in no way affects the requirements of any other County, State, Federal, or local agency that regulates development. In addition to a Building Permit, additional permits and/or approvals may be required from the Department of Public Works, the appropriate Fire Protection Agency, the Environmental Health Services Division, water and sewer providers, Federal and State agencies.

SECTION III: CONDITIONS OF PROJECT APPROVAL

NOW THEREFORE, BE IT RESOLVED that the Marin County Board of Supervisors hereby approves the Karuna Land LCC Master Plan Second Amendment subject to the conditions listed below:

CDA-Planning Division

1. This Ordinance approves a general development scheme for the ultimate development of the 10.6-acre property for six residential lots, one parcel dedicated to access and utility purposes, and the conservation of a remainder parcel that will be encumbered with a deed restriction stipulating that the remainder parcel would have no development rights for residences(s) (including accessory dwelling units), with allowance for other non-residential uses consistent with the Residential, Multiple family, Planned zoning district. Vehicular access is approved in concept to be provided by a common private roadway and driveway that extends from the end of Sacramento Avenue to the residence on Lot 6. The future residences are approved in concept to be located in two groups of three in a row aligned along the driveway. The individual residences shall not exceed a height of 30 feet or a floor area of 1,500 square feet (strawbale construction) or 1,900 square feet (standard construction). The property is located at 1 Sacramento Avenue, San Anselmo, and is further identified as Assessor's Parcel 177-220-10.
2. Exhibit A of this Ordinance consists of plans entitled "Vesting Tentative Map," consisting of 30 sheets prepared by Oberkamper & Associates Civil Engineers Inc., and Ruth Hyndman Design (as modified by Arkin Tilt Architects) received in final form on May 17, 2017, and on file with the Marin County Community Development Agency, except as modified by the conditions listed herein. With exception to the amendments authorized in this Second Amendment, all other conditions of approval of the Karuna Land LLC Master Plan shall remain valid.
3. Prior to approval of a Plan Check of the Final Map, the applicant shall create and submit a Master Plan exhibit that substantially conforms to Exhibit A except that it shall be simplified

to show the lot lines and residential building envelopes, and road alignment. The Master Plan exhibit shall also contain a statement to the effect that the maximum floor area on each residential lot shall not exceed 1,500 square feet (strawbale construction) or 1,900 square feet (conventional construction) and that the maximum height of any residence shall not exceed 30 feet. The precise language of the deed restriction related to the use and development of the remainder parcel shall be copied onto the Master Plan exhibit.

4. Future development and maintenance of the property shall be subject to the following requirements:
 - a. The remainder parcel shall be subject to a deed restriction stipulating that the remainder parcel would have no development rights for residence(s) (including accessory dwelling units), with allowance for other non-residential uses consistent with the RMP zoning.
 - b. Maintenance of the common area improvements, including the access road/driveway, drainage structures, and landscaping in common areas shall be the responsibility of a Homeowner Association.
5. Subsequent to recordation of the Final Map, a transfer of development rights (TDR) to a TDR bank may take place for up to 10 additional units when the County establishes a TDR program that will allow the transfer of the density from the subject property (donor) to another property or properties (receiver) that can accommodate the additional units. Nothing in this Master Plan approval dictates the timing for the County to implement the TDR program.
6. Pursuant to California Government Code Section 66474.9(b), the County of Marin shall require that the subdivider defend, indemnify, and hold harmless the County or its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers and employees to attack, set aside, void, or annul, the approval by the County of the Karuna LLC Master Plan Amendment, which action is brought within the time period provided for in California Government Code Section 66499.37. The County shall promptly notify the subdivider of any claim, action, or proceeding and the County shall cooperate fully in the defense. If the County fails to cooperate fully in the defense, the subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the County.

SECTION IV: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be and is hereby declared to be in full force and effect as of thirty days from and after the date of its passage and shall be published once before the expiration of fifteen days after its passage, with the names of the Supervisors voting for and against the same, in the *Marin Independent Journal*, a newspaper of general circulation published in the County of Marin.

SECTION V: VOTE

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin, State of California, on the 16th day of July, 2019, by the following vote to wit:

AYES: SUPERVISORS

NOES:

ABSENT:

KATE SEARS, PRESIDENT
MARIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Matthew H. Hymel
Clerk of the Board of Supervisors

MARIN COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE KARUNA LAND LLC
PRECISE DEVELOPMENT PLAN AMENDMENT AND
VESTING TENTATIVE MAP AMENDMENT
1 SACRAMENTO AVENUE, SAN ANSELMO
ASSESSOR'S PARCEL: 177-220-10

SECTION I: FINDINGS

1. **WHEREAS**, on June 13, 2017, the Karuna Land LLC Master Plan Amendment, Vesting Tentative Map, and Precise Development Plan ("2017 Approval") were approved by the Board of Supervisors to subdivide a 10.6-acre lot into six lots for residential development, plus one remainder parcel and an access and utilities parcel. The approval also provided for future construction of six new single-family residences, as well as access, utility, and other associated improvements. The residential lots range in size from 3,539 square feet for Lot 4 to 6,119 square feet for Lot 2, and the remainder parcel is 9.2 acres. Access to the development is provided from the end of Sacramento Avenue on a common private roadway and new driveway. The zoning for this property is RMP 1.33 (Residential Multifamily Planned, 1.33 units per acre). The property is located at 1 Sacramento Avenue, San Anselmo and is further identified as Assessor's Parcel 177-220-10.
2. **WHEREAS**, the applicant and the County are following the requirements of the 2019 Settlement Agreement and General Release ("Settlement Agreement") approved by the Superior Court of Marin County, in which Karuna Land LLC was the plaintiff and the County of Marin was defendant. The Community Development Agency initiated the second Master Plan Amendment, Vesting Tentative Map Amendment, and Precise Development Plan Amendment project in order to amend and conform the 2017 Approval to the Settlement Agreement by: (1) accepting payment of an in-lieu affordable housing fee in the amount of \$232,000 for one affordable unit to meet the project's inclusionary housing requirements; (2) modifying the number of residual residential units that are extinguished on the remainder parcel but transferrable to another property from 8 units to 10 units; (3) clarifying the maximum allowable floor area of each of the six homes to be 1,500 square feet (for strawbale construction) or 1,900 square feet (for standard construction) with a 6-year vesting period; and (4) replacing the required conservation easement on the remainder parcel with a deed restriction prohibiting any future development of any residential units.
3. **WHEREAS**, in addition to the Master Plan second Amendment, the project proposal includes amendments to the Vesting Tentative Map and Precise Development Plan approved by the Board on June 13, 2017. Future development would entail the construction of development of six new single-family residences, as well as access, utility, and other associated improvements. The residential lots would range in size from 3,539 square feet for Lot 4 to 6,119 square feet for Lot 2. The remainder parcel would be 9.2 acres. The proposed single family residence's floor area would each be up to 1,500 square feet (straw bale construction) or 1,900 square feet (standard construction). The residences would reach the following heights: The residences would reach the following heights: Lot 1- 28 feet; Lot 2- 30 feet; Lot 3- 28 feet Lot 4- 28.5 feet; Lot 5- 30 feet; and Lot 6- 28 feet. The residences would be built in

two groups of three in a row aligned along the east (uphill) side of the proposed driveway. Retaining walls are proposed around the residences and along the driveway and fire truck turnaround with heights ranging from one to 11 feet, including an unbroken driveway retaining wall of approximately 400 feet in length and 3- to 6-feet in height. Access is proposed from the end of Sacramento Avenue on a common private roadway and new driveway. A new concrete box culvert/bridge with a natural bottom would replace the two existing 24-inch diameter concrete culverts for the common driveway crossing over the creek. Drainage improvements include bioswales along the driveway, and a portion of the driveway is proposed to be constructed of permeable materials. The zoning for this property is RMP 1.33 (Residential Multifamily Planned, 1.33 units per acre). The property is located at 1 Sacramento Avenue, San Anselmo and is further identified as Assessor's Parcel 177-220-10.

4. **WHEREAS**, on July 16, 2019, the Marin County Board of Supervisors held a duly noticed public hearing to take public testimony and consider the project.
5. **WHEREAS**, the applicant and the County are following the requirements of the 2019 Settlement Agreement approved by the Marin County Superior Court, in which Karuna Land was the plaintiff and the County of Marin was defendant.
6. **WHEREAS**, the Marin County Board of Supervisors finds that the proposed Vesting Tentative Map and Precise Development Plan amendments will not result in any potentially significant environmental impacts, and continues to qualify for the Negative Declaration of Environmental Impact previously approved for the project in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the County's CEQA process. The project continues to qualify for the Negative Declaration because the project has not been substantially altered, the regulatory framework continues to be the same, and the environmental conditions have not substantially changed since the Negative Declaration was originally adopted.
7. **WHEREAS**, the Marin County Board of Supervisors finds that the proposed Vesting Tentative Map and Precise Development Plan is consistent with the policies of the Countywide Plan, as discussed below.
 - A. The proposed residential use is consistent with the governing MF-2 (Multi-family Residential, one to four units per acre) land use designation for the property. The proposed residential density of 0.57 units per acre is below the density range for the MF-2 land use designation. (CWP Policy CD-8.6 and Map 4.1)
 - B. The future residences are located below visually prominent ridgelines and clustered on the lower portion of the property and the CWP's Ridge and Upland Greenbelt (RUG), consistent with CWP's policies to protect views of the RUG. (CWP Policies DES-4.d and DES-4.e)
 - C. The proposed project is consistent with the CWP's Stream Conservation Area (SCA) policies because the future residences would be located outside the SCA, and improvements to the bridge crossing are consistent with allowed uses in the SCA. (CWP Policies BIO-4.1 and BIO-4.14)
 - D. The proposed development will not directly or indirectly impact special status species, sensitive natural communities, and important wildlife nursery areas and movement

corridors based on the analysis contained in the Negative Declaration of Environmental Impact. (CWP Policy BIO-1.1)

- E. The proposed development has been designed to avoid or minimize potential hazards from earthquakes, unstable ground conditions, and flooding and fire hazards. (CWP Policies EH-2.1, EH-3.1, EH-4.1)

8. WHEREAS, the Marin County Board of Supervisors finds that the proposed Vesting Tentative Map amendment is consistent with the following findings for approval of a Vesting Tentative Map pursuant to Marin County Code Section 22.84.060 A.

- A. The proposed subdivision including design and improvements is consistent with the Marin Countywide Plan and any applicable Community Plan or Specific Plan.

The project is consistent with the Countywide Plan for the reasons indicated in finding 7 above, and there are no community or specific plans that apply to the property.

- B. The site is physically suitable for the type and proposed density of development.

The site is constrained by steep wooded hillsides and a stream conservation area, and is highly visible from Sorich Park. In response to these constraints, the layout of the project has clustered the six homes in two groups of three, taking advantage of the natural topography to break up the view of the residences and locate them on the lower portion of the slope, and located the development above a culverted portion of the creek below to avoid any impact to natural riparian habitat.

- C. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or injure fish or wildlife or their habitat.

An initial study and negative declaration of environmental impact were previously approved for the project, which concluded that the development would not cause environmental damage or adversely affect fish or wildlife habitat.

- D. The design of the subdivision and type of improvements is not likely to cause serious public health or safety problems.

The design of the subdivision would not cause public health or safety problems because the future homes would be built to current safety standards and adequate emergency response access would be provided by the proposed road and fire vehicle turnaround area.

- E. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large for access through or use of property within the proposed subdivision. This finding may be made if the Review Authority finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding 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 the Review Authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision.

There are no public easements on the property that would be affected by the proposed project.

- F. The proposed subdivision is consistent with the Subdivision Design Standards contained in Chapter 22.82 of this Development Code, all other applicable provisions of this Development Code, and any other applicable provisions of the County Code, and the Map Act.

Future homes would be clustered on the lower portion of the 10.6-acre property, outside of both the Ridge and Upland Greenbelt and the Stream Conservation Area, and the road alignment would follow the natural contours of the site to minimize grading. By clustering the homes, a substantial portion of the property would be able to be preserved on the upper part of the hillside.

9. **WHEREAS**, the Marin County Board of Supervisors finds the project is consistent with mandatory findings for Precise Development Plan approval pursuant to MCC Section 22.44.030 2.a. as follows:

- A. The Precise Development Plan (PDP) is consistent with the Master Plan.
- B. The PDP complies with requirements of Chapter 22.16 (Discretionary Development Standards) including access, clustering, landscaping, open space areas, project design, materials and colors, site preparation, and Countywide Plan consistency, as follows:
1. Access. Access is proposed from the end of Sacramento Avenue on a common private roadway and new driveway that would provide adequate emergency access.
 2. Clustering. The six new single-family residences would be built in two groups of three in a row aligned along the east (uphill) side of the proposed driveway. The residences would be located at the lowest possible portion of the property and are similar in size and scale with homes in the surrounding neighborhood.
 3. Site Planning Standards. The site planning responds to the environmental constraints on the property by aligning the residences along topographical contours to minimize grading and clustering them on the lower portion of the hillside to minimize visual impacts. In addition, the development of the residence on Lot 2 would take place in conformance with tree protection measures to avoid adversely affecting a mature oak tree behind the residence.
 4. Building location. The six new single-family residences would not be located within the Ridge and Upland Greenbelt (RUG) area and is not located on a visually prominent ridgeline.
 5. Landscaping. The project has been designed to protect the heritage oak on Lot 2. Additionally, the applicant proposes to plant 126 new trees.
 6. Open Space Areas. The remainder parcel will be encumbered with a deed restriction preventing residential development on the remainder parcel.
 7. Site Preparation. The proposed residences have been designed to balance their apparent mass while minimizing excavation underneath the new structures.

Excavation into the hillside would be required due to the steep slope of the project site and the structure has been carefully designed to reduce its apparent mass. The natural topography would not be substantially altered outside of the proposed building footprints, with the exception of new driveway and frontage improvements. Retaining walls would be stepped up the slope and would generally be between one and four feet in height above grade, with only a small .

SECTION II: ACTION

NOW THEREFORE, BE IT RESOLVED that the project described in condition of approval 1 is authorized by the Marin County Board of Supervisors and is subject to the conditions of project approval.

This decision certifies the proposed project's conformance with the requirements of the Marin County Development Code and in no way affects the requirements of any other County, State, Federal, or local agency that regulates development. In addition to a Building Permit, additional permits and/or approvals may be required from the Department of Public Works, the appropriate Fire Protection Agency, the Environmental Health Services Division, water and sewer providers, Federal and State agencies.

SECTION III: CONDITIONS OF PROJECT APPROVAL

NOW, THEREFORE, BE IT RESOLVED that the Marin County Board of Supervisors hereby approves the Karuna Land LCC Vesting Tentative Map and Precise Development Plan amendments subject to the conditions listed below.

CDA-Planning Division

1. This Precise Development Plan and Vesting Tentative Map amendments authorize the subdivision and development of six residential lots, a parcel dedicated to access and utilities, and a remainder parcel where residential development is prohibited. The approval also allows the construction of six new single-family residences, as well as access, utility, and other associated improvements. The residential lots would range in size from 3,539 square feet for Lot 4 to 6,119 square feet for Lot 2. The remainder parcel would be 9.2 acres in area. The approved single family residences would each have maximum floor areas of 1,500 square feet (strawbale construction) or 1,900 square feet (standard construction) and reach the following heights: Lot 1-28 feet; Lot 2- 30 feet; Lot 3- 28 feet Lot 4- 28.5 feet; Lot 5- 30 feet; and Lot 6- 28 feet. The residences would be built in two groups of three in a row aligned along the east (uphill) side of the proposed roadway. Retaining walls are approved around the residences and along the driveway and fire truck turnaround with heights ranging from one to 11 feet. Access is approved from the end of Sacramento Avenue on a common private roadway and new driveway. A new concrete box culvert/bridge with a natural bottom would replace the two existing 24-inch diameter concrete culverts for the common driveway crossing over the creek. Drainage improvements include bioswales along the driveway, and a portion of the driveway is approved to be constructed of permeable materials. The property is located at 1 Sacramento Avenue, San Anselmo, and is further identified as Assessor's Parcel 177-220-10.
2. Plans submitted for Final Map Plan Check and subsequent Building Permits shall substantially conform to plans identified as Exhibit A, entitled "Vesting Tentative Map," consisting of 30 sheets prepared by Oberkamper & Associates Civil Engineers Inc., and Ruth Hyndman

Design (as modified by Arkin Tilt Architects) received in final form on May 17, 2017, and on file with the Marin County Community Development Agency, except as modified by the conditions listed herein.

3. BEFORE APPROVAL OF THE FINAL MAP PLAN CHECK, the property owner shall submit for review and approval a proposed deed restriction for the remainder parcel and a proposed set of Codes, Covenants, and Restrictions ensuring that the Homeowner's Association will be responsible for maintenance of the road and utility parcel, as well as such documents necessary for the plan check.
4. BEFORE ISSUANCE OF A BUILDING PERMIT for the residence on Lot 2, the applicant shall modify the project to eliminate any landscape retaining wall upslope from the residence and construct the residence by installing a grade beam to support the southeast wall of the house and piers to support the deck that avoid the roots of the valley oak behind the residence, numbered as tree number 534 in an arborist's report prepared by MacNair and Associates for the project. This tree shall be protected, although a large limb leaning towards the house may be removed.
5. Concurrent with the sale of the first lot or no later than June 30, 2022, whichever occurs first, the application shall, in satisfaction of the project's inclusionary housing requirements, pay the in lieu fee of \$232,000 for one affordable unit.
6. The project shall conform to the Planning Division's "Uniformly Applied Conditions 2019" with respect to all of the standard conditions of approval and the following special conditions: 3, 6, 7, 8, 9, 15, 16, and 17.

Department of Public Works- Land Development Division

7. Prior to Recordation of Final Map:

- A. Per Marin County Code (MCC) 24.10.005(a), prior to the commencement of any work on improvements covered by this title and before filing any required final subdivision map or parcel map, complete plans for all of those improvements shall be submitted to and approved by the director of Public Works. In addition, landscape and irrigation plans and other plans required by the Community Development Agency shall be approved by the Community Development Agency Director (also see MCC 22.100.050 Subdivision improvements and agreements).
- B. Per MCC 22.100.060, if the County determines that the improvement work required in compliance with this Chapter is not completed satisfactorily prior to the filing of the Parcel or Final Map, the subdivider shall enter into an agreement with the Board, and provide security to guarantee the performance of the terms of the agreement, as follows. The Agreement shall be entered into concurrently with the approval of the map.
- C. Monuments shall be set in accordance with MCC 22.100.070.
- D. The court order discusses the driveway and utility parcel being owned and maintained by a Homeowners' Association. Project sponsor shall provide information (covenants, conditions and restrictions) regarding this association to the Department of Public Works (DPW) for review and approval. HOA CC&Rs to be recorded concurrent with the final map.

8. Prior to Approval of Improvement Plans or Issuance of a Grading Permit:

- A. Improvement plans shall be prepared and submitted in accordance with MCC 24.10. Refer to MCC 24.10.010 for minimum contents. All plans shall provide a project benchmark and datum statement. Elevations shall be expressed in NAVD 88.
- B. The open bottom boxed culvert shall be designed to comply with the conditions of MCC 24.04.520(c) and MCC 24.04.550(g) and (h).
- C. Applicant must provide DPW with copies of permits obtained from the Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Game, or communication from each agency indicating the project is exempt from requiring permits.
- D. Verify that the first new hydrant is to be on a private lot. Either move to the shared driveway or create an easement on Lot 1 for access to this utility.
- E. Clarify the area of proposed pavement on C1.
- F. Improvement plans shall include all associated work to be completed off-site, namely all utility work (sewer, gas, electric, etc.) and pavement restoration. The plans shall show the location of the utility mains (gas, electric, telecommunications) from which the home will be serviced, and the location of the proposed utility laterals. A portion of Sacramento Avenue is County Maintained and work in this area will require an Encroachment Permit from DPW.
- G. The existing retaining wall by the mailboxes to be removed or modified to improve access and vehicle maneuverability.
- H. The improvement plans shall be reviewed and approved by the fire protection district. Items to be approved include, but are not limited to, hydrant location, water pressure requirements, fire-truck turn around, driveway slope, width and configuration, driveway surface. Written approval shall be provided to the DPW. DPW recommends to the Fire Protection District that a NO PARKING – FIRE ACCESS LANE be created along the access corridor along the 20 foot wide driveway and utility easement, in between the barn and the Lands of LaPage.
- I. Applicant must provide written approval from MMWD, accepting the proposed plans (pipe sizing, specifications, method and timing of installation of water service improvements, and adequacy of proposed system to provide required pressure to the two proposed fire hydrants) OR provide a copy of the Pipeline Extension Agreement approved by the District's Board of Supervisors. (Refer to Covenant Serial No 98-0048782, and October 7, 2008 letter from MMWD to Christine Gimmler which states, among other things, that the "applicant must enter a pipeline extension agreement for the installation of the necessary facilities and said agreement must be approved by the District's Board of Directors.").
- J. Applicant must provide written approval of the improvement plans from Ross Valley Sanitary District.
- K. Plans shall demonstrate gravity flow in the proposed sewer line can be achieved over the proposed new culvert to the existing sewer main in Sacramento Avenue or provide details for a pump station. The culvert crossing detail on C3 does not indicate the elevation of the pipe invert. The interior of the box culvert appears to be elevation 118.0, but the thickness of the top is not labeled. Identify the distance to the existing SSMH on Sacramento (elev = 117.00 per plan) and proposed new SSMH (elev = 118.7). Applicant must provide information to indicate how sanitary sewer line will maintain depth shown on section, cross the culvert and maintain gravity flow. Plans shall also provide pipe invert elevations to

demonstrate that gravity flow will be maintained, specifically provide the proposed invert of new sewer and existing invert of sewer line for existing residence on APN 177-190-04 in area of intersection, invert of line over new culvert, invert of existing sewer lateral in Sacramento Avenue right of way at the point of connection. Note as well that in any instance where the cover will be less than the standard cover required, applicant must receive prior written approval from the sewer authority. Culvert crossing detail shall also include proposed water line, 15 inch storm drain and joint trench line, provide invert elevations and anticipated cover over each of these utilities.

- L. Provide details for the crossing of the sanitary sewer line (depicted on C1) and the proposed 15" storm drain, and for where the sanitary sewer line passes through the bio-filtration area at the turn in the driveway just past the creek crossing.
- M. Separation between water main and sanitary sewer shall comply with California Health and Safety code. MMWD and Ross Valley Sanitary District shall approve proposed spacing in writing.
- N. The plans must be reviewed and approved by the soils engineer. Certification shall be either by his/her stamp and original signature on the plans or by a stamped and signed letter. Certification shall reference plans reviewed, specifying site, structural, and drainage plans with the name of preparer and the date of the drawings, and verify that plans address any recommendations previously offered. Geotechnical engineer shall specifically comment on proposed utility crossings under retaining walls.
- O. Plan shall show and label the limit of disturbance, and provide the total area contained within. If the area of disturbance is one acre or more, the applicant shall file a Notice of Intent (NOI) with the Regional Water Quality Control Board for the San Francisco Bay Region for said coverage. Prior to the issuance of any permit for construction disturbing over an acre, the applicant must provide DPW with the Waste Discharge Identification Number (WDID) from the RWQCB and a copy of the stormwater pollution prevention plan.
- P. Provide stationing along the entire length of the driveway, from Sacramento Avenue right of way to the end of the proposed shared driveway.
- Q. Label the radius of the centerline where the driveway transitions from the 20 foot wide stem onto the bulk of the parcel.
- R. Show and label the existing retaining walls and the inlet along the driveway.
- S. Provide dimensions and slopes for fire truck turnaround.
- T. For maneuverability, there shall be 24 feet provided from the back of the parking spaces in each driveway to the edge of pavement on the opposite side of the shared driveway (MCC 24.04.380(c)).
- U. Plans shall indicate that per MCC 24.04.300 driveways over eighteen percent grade shall be surfaced with P.C.C. and given a broomed or otherwise roughened finish, even if no grades in excess of 18% are proposed.
- V. Driveways for the individual homes shall not exceed 8% slope so that they may provide two compliant exterior head in parking spaces (reference MCC 24.04.400).
- W. Plans shall show location and type of proposed mailbox. Mail box must be on break away post; columns and other mailbox structures will not be allowed.
- X. Applicant must obtain a separate Building Permit for each site/driveway retaining wall that is 4 feet or greater in height, or which is subject to a surcharge such as a sloped backfill or vehicular load. The total height shall be measured from the bottom of the footing to the

top of the wall. The bio-swales are proposed behind the retaining walls for the shared driveway. Provide a detail for the retaining wall, the drainage for the retaining wall and the improvements associated with the bio-swale. Note that walls must be designed for traffic loading (including emergency vehicles) and potentially for hydraulic loads from bio-swale. Also, MCC 24.04.265(b) states that for common driveways, timber walls shall not be allowed on the downhill side of the road. Indicate to where bio-swales will overflow, and to where the retaining wall back drain will discharge. Structural calculations prepared and stamped by the design engineer must be submitted for each wall.

- Y. Provide a detail for the crossing of the proposed driveway retaining wall and the existing 24" stormdrain (across from lot 4 at the property line).
- Z. Add a note on the plans indicating that the Design Engineer/Architect shall certify to the County in writing upon the completion of work that all grading and drainage improvements were installed in accordance with the approved plans and field direction. Also state that the Design engineer shall certify in writing that retaining wall construction was completed in accordance with the approved plans and field direction. Be aware that a DPW Engineer will need to inspect and accept work after receipt of certification letter. Certification letters shall reference building permit number or numbers for specific work being certified, the address of the property and the Assessor's Parcel Number (APN), and shall be signed and stamped by the certifying professional.
- AA. Project shall submit a stormwater control plan in compliance with MCC 24.04.627 - Permanent stormwater controls for new and redevelopment, (ordinance No. 3631, adopted May 19, 2015), or as amended at time construction permits are applied for, for DPW's review and approval.
- BB. Project shall submit an Erosion and Sediment Control Plan in compliance with MCC 24.04.625 (by ordinance no. 3631, adopted May 19, 2015), or as amended at time construction permits are applied for, for DPW's review and approval.
- CC. Provide a construction staging and management plan. Plan shall indicate a site access, stabilized construction entrance, material storage and equipment staging areas. Plan shall also indicate safe and clear passage for residential and emergency vehicles travelling beyond the subject property.

9. Prior to Issuance of the Individual Building Permits:

- A. Applicant must provide DPW with copies of permits obtained from the Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Game, or communication from each agency indicating the project is exempt from requiring permits.
- B. The plans must be reviewed and approved by the soils engineer. Certification shall be either by his/her stamp and original signature on the plans or by a stamped and signed letter. Certification shall reference plans reviewed, specifying site, structural, and drainage plans with the name of preparer and the date of the drawings, and verify that plans address any recommendations previously offered.
- C. Add a note on the plans indicating that the Design Engineer/Architect shall certify to the County in writing upon the completion of work that all grading and drainage improvements were installed in accordance with the approved plans and field direction. Also state that the Design engineer shall certify in writing that retaining wall construction was completed in accordance with the approved plans and field direction. Be aware that a DPW Engineer will need to inspect and accept work after receipt of certification letter. Certification letters

shall reference building permit number or numbers for specific work being certified, the address of the property and the Assessor's Parcel Number (APN), and shall be signed and stamped by the certifying professional.

- D. Driveways for the individual homes shall not exceed 8% slope so that they may provide two compliant exterior head in parking spaces (reference MCC 24.04.400).
- E. A separate Building Permit is required for each site/driveway retaining wall 4 feet or greater in height, as measured from the bottom of the footing to the top of the wall (or if subject to a surcharge, such as vehicular loading when supporting a driveway). A registered Engineer shall design the site/driveway retaining walls, and the plans must have the engineer's signature and stamp. The site plan shall provide a cross sectional reference to a structural detail for each wall. The application shall include calculations signed and stamped by the design Engineer. Note that for common driveways, timber walls shall not be allowed on the downhill side of the road per MCC24.04.265(b).
- F. Provide a complete drainage and grading plan, including both existing and proposed drainage features and improvements (downspouts, foundation and footing drains, retaining wall back drains, culverts, etc.). Plan shall be prepared by a licensed professional engineer or by a registered architect, and shall bear the preparer's signature and stamp. The plan shall show surface drainage away from the foundation in accordance with CBC regulations, shall conform with section J109.4 which indicates that drainage across property lines shall not exceed that which existed prior to grading, and shall also incorporate any recommendations from the Geotechnical Engineer. Plan shall provide estimated cut and fill volumes. Plan shall show and label the limit of disturbance, and provide the total area contained within. If the area of disturbance is one acre or more, the applicant shall file a Notice of Intent (NOI) with the Regional Water Quality Control Board for the San Francisco Bay Region for said coverage and a copy of the NOI and the concomitant stormwater pollution prevention plan must be submitted to DPW prior to issuance of a county permit for construction."
- G. Provide Erosion and Sediment Control Plans per MCC 24.04.625.
- H. The note on C1 regarding the number of parking spaces required is incorrect and should be removed. For new construction, there should be four on-site parking spaces for each single family dwelling, which can be accomplished with the existing garage and the driveways designed per DPW merit items. The two additional spaces are helpful but not necessarily required by code.

SECTION IV: VESTING

NOW THEREFORE, BE IT RESOLVED any permit or entitlement not vested within six years of the date of the approval, shall expire and become void. The subdivision shall not be deemed vested until the permit holder has actually recorded the Final Map, and the Precise Development Plan shall not be vested until a Building Permit or other construction permit has been obtained and improvements have been substantially completed in accordance with the approved permits in compliance with the conditions of approval.

SECTION V: VOTE

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin, State of California, on the 16th day of July, 2019, by the following vote to wit:

AYES: SUPERVISORS

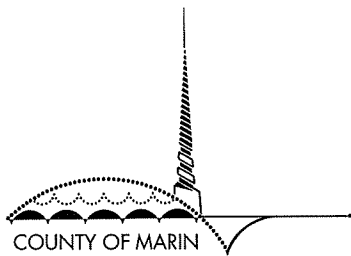
NOES:

ABSENT:

KATE SEARS, PRESIDENT
MARIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Matthew H. Hymel
Clerk of the Board of Supervisors



COMMUNITY DEVELOPMENT AGENCY
PLANNING DIVISION

**MARIN COUNTY UNIFORMLY APPLIED CONDITIONS
FOR PROJECTS SUBJECT TO DISCRETIONARY PLANNING PERMITS**

2019

STANDARD CONDITIONS

1. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall revise the site plan or other first sheet of the Building Permit plan sets to list as notes all standard and project specific conditions of approval, including the applicable special conditions listed herein and those conditions listed in the project approval, as well as any requirements indicated by other regulating agencies during the planning process.
2. The applicant/owner shall pay any deferred Planning Division fees as well as any fees required for mitigation monitoring or condition compliance review before vesting or final inspection of the approved project, as determined by the Director.
3. The applicant/owner shall defend, indemnify, and hold harmless the County of Marin and its agents, officers, attorneys, or employees from any claim, action, or proceeding, against the County or its agents, officers, attorneys, or employees, to attack, set aside, void, or annul an approval of this application, for which action is brought within the applicable statute of limitations. The County of Marin shall promptly notify the applicant/owner of any claim, action, or proceeding that is served upon the County of Marin, and shall cooperate fully in the defense.
4. Exterior lighting for the approved development shall be located and shielded to avoid casting glare into the night sky or onto nearby properties, unless such lighting is necessary for safety purposes.
5. Building Permit applications shall substantially conform to the project that was approved by the planning permit. All Building Permit submittals shall be accompanied by an itemized list of any changes from the project approved by the planning permit. The list shall detail the changes and indicate where the changes are shown in the plan set. Construction involving modifications that do not substantially conform to the approved project, as determined by the Community Development Agency staff, may be required to be halted until proper authorization for the modifications is obtained by the applicant.

SPECIAL CONDITIONS

1. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall submit a signed Statement of Conformance prepared by a certified or licensed landscape design professional indicating that the landscape plan complies with the State of California's Model Water Efficient Landscape Ordinance and that a copy of the Landscape Documentation Package has been filed with the Community Development Agency.

2. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall mark or call out the approved building setbacks on the Building Permit plans indicating the minimum distance of the building from the nearest property line or access easement at the closest point and any of the following features applicable to the project site: required tree protection zones, Wetland Conservation Areas, or Stream Conservation Areas.
3. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall revise the plans to depict the location and type of all exterior lighting for review and approval of the Community Development Agency staff. Exterior lighting visible from off-site shall consist of low-wattage fixtures, and shall be directed downward and shielded to prevent adverse lighting impacts to the night sky or on nearby properties. Exceptions to this standard may be allowed by the Community Development Agency staff if the exterior lighting would not create night-time illumination levels that are incompatible with the surrounding community character and would not shine on nearby properties.
4. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall record a Waiver of Public Liability holding the County of Marin, other governmental agencies, and the public harmless related to losses experienced due to geologic and hydrologic conditions and other natural hazards.
5. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant shall submit written confirmation that the property owner has recorded the "Disclosure Statement Concerning Agricultural Activities," as required by Section 23.03.050 of the Marin County Code.
6. BEFORE ISSUANCE OF A BUILDING PERMIT for any of the work identified in the project approval, the applicant shall install 3-foot high temporary construction fencing demarcating established tree protection zones for all protected trees that are not being removed in the vicinity of any area of grading, construction, materials storage, soil stockpiling, or other construction activity. The applicant shall submit a copy of the temporary fencing plan and site photographs confirming installation of the fencing to the Community Development Agency. Acceptable limits of the tree protection zones shall be the dripline of the branches or a radius surrounding the tree of one foot for each one inch diameter at breast height (4.5 feet above grade) of the tree trunk. The fencing is intended to protect existing vegetation during construction and shall remain until all construction activity is complete. If encroachment into the tree protection zone is necessary for development purposes, additional tree protection measures shall be identified by a licensed arborist, forester, or botanist, and the tree specialist shall periodically monitor the construction activities to evaluate whether the measures are being properly followed. A report with the additional measures shall be submitted for review and approval by the Planning Division before any encroachment into a tree protection zone occurs.
7. BEFORE FINAL INSPECTION, if encroachments into a tree protection zone have been approved, then the tree specialist shall submit a letter to the Planning Division verifying that the additional tree protection measures were properly implemented during construction activities.
8. BEFORE ISSUANCE OF A BUILDING PERMIT, temporary construction fencing shall be installed on the subject property at edge of the Wetland Conservation Area and/or Stream Conservation Area, as applicable to the site. The applicant shall submit a copy of the temporary fencing plan and site photographs confirming installation of the fencing to the Community Development Agency. The construction fencing shall remain until all construction

activity is complete. No parking of vehicles, grading, materials/equipment storage, soil stockpiling, or other construction activity is allowed within the protected area. If encroachment into the protected area is necessary for development purposes, additional protection measures shall be identified by a qualified biologist and the biologist shall periodically monitor the construction activities to evaluate whether the measures are being properly followed. A report with the additional measures shall be submitted for review and approval by the Planning Division before any encroachment into a protected area occurs.

9. BEFORE FINAL INSPECTION, if encroachments into a protected area have been approved, then the biologist shall submit a letter to the Planning Division verifying that the additional protection measures were properly implemented during construction activities.
10. BEFORE ISSUANCE OF A BUILDING PERMIT, the applicant must provide written evidence that all appropriate permits and authorizations have been secured for this project from the Bay Conservation and Development Commission, the California Department of Fish and Game, the Regional Water Quality Control Board, the California Coastal Commission, the California State Lands Commission, the Bay Area Air Quality Management District, and/or the United States Army Corps of Engineers.
11. BEFORE CLOSE-IN INSPECTION, the applicant shall have a licensed land surveyor or civil engineer with proper surveying certification prepare and submit written (stamped) Floor Elevation Certification to the Planning Division confirming that the building's finished floor elevation conforms to the floor elevation that is shown on the approved Building Permit plans, based on a benchmark that is noted on the plans.
12. BEFORE FINAL INSPECTION, the project shall substantially conform to the requirements for exterior materials and colors, as approved herein. Approved materials and colors shall substantially conform to the materials and colors samples shown in "Exhibit A" unless modified by the conditions of approval. The exterior materials or colors shall conform to any modifications required by the conditions of approval. All flashing, metalwork, and trim shall be treated or painted an appropriately subdued, non-reflective color.
13. BEFORE FINAL INSPECTION, the applicant shall install all approved landscaping that is required for the following purposes: (1) screening the project from the surrounding area; (2) replacing trees or other vegetation removed for the project; (3) implementing best management practices for drainage control; and, (4) enhancing the natural landscape or mitigating environmental impacts. If irrigation is necessary for landscaping, then an automatic drip irrigation system shall be installed. The species and size of those trees and plants installed for the project shall be clearly labeled in the field for inspection.
14. BEFORE FINAL INSPECTION, the applicant shall submit a Certificate of Completion prepared by a certified or licensed landscape design professional confirming that the installed landscaping complies with the State of California's Model Water Efficient Landscape Ordinance and the Landscape Documentation Package on file with the Community Development Agency.
15. BEFORE FINAL INSPECTION, the applicant shall submit written verification from a landscape design professional that all the approved and required landscaping has been completed and that any necessary irrigation has been installed.

16. BEFORE FINAL INSPECTION, utilities to serve the approved development shall be placed underground except where the Director determines that the cost of undergrounding would be so prohibitive as to deny utility service to the development.
17. BEFORE FINAL INSPECTION, the applicant shall call for a Community Development Agency staff inspection of approved landscaping, building materials and colors, lighting and compliance with conditions of project approval at least five business days before the anticipated completion of the project. Failure to pass inspection will result in withholding of the Final Inspection approval and imposition of hourly fees for subsequent reinspections.

CODE ENFORCEMENT CONDITIONS

1. Within 30 days of this decision, the applicant must submit a Building Permit application to legalize the development. Requests for an extension to this timeline must be submitted in writing to the Community Development Agency staff and may be granted for good cause, such as delays beyond the applicant's control.
2. Within 60 days of this decision, a Building Permit for all approved work must be obtained. Requests for an extension to this timeline must be submitted in writing to the Community Development Agency staff and may be granted for good cause, such as delays beyond the applicant's control.
3. Within 120 days of this decision, the applicant must complete the approved construction and receive approval of a final inspection by the Building and Safety Division. Requests for an extension to this timeline must be submitted in writing to the Community Development Agency staff and may be granted for good cause, such as delays beyond the applicant's control.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into between and among KARUNA LAND LLC (together, "Plaintiff/Petitioner") and the County of Marin and its Board of Supervisors, including all named County Defendants (together, "County"). Plaintiff/Petitioner and the County are sometimes referred to herein collectively as the "Parties" or individually as "Party."

RECITALS

WHEREAS, Karuna is the owner and occupant of real property consisting of approximately 11 acres located at and commonly known as 1 Sacramento St., San Anselmo, CA (APN 177-220-10 "the Property").

WHEREAS, on or about November 9, 2009, Karuna filed a Petition for Writ of Mandate to Review Final Administrative Decision and Civil Complaint for Declaratory Relief in the Superior Court of California, County of Marin, Case Number CIV 095695, related to the denial by the County of a development application submitted on or about September 12, 2008 for two single family homes and a remainder lot on the Property.

WHEREAS, on or about June 12, 2012, Karuna and the County entered into a Settlement Agreement ("2012 Settlement Agreement") regarding in Case Number CIV 095695.

WHEREAS, on or about July 24, 2012, Karuna filed a Master Plan / Vesting Tentative Map / Precise Development Plan ("Karuna MP/VTM/PDP") application, called the Conditional Alternative Plan ("CAP").

WHEREAS, on or about January 28, 2014, a hearing on the CAP was held before the Board. The Board voted unanimously to approve the Master Plan and the CEQA negative declaration determination and deny Karuna's Vesting Tentative Map / Precise Development Plan application for the Property.

WHEREAS, on or about April 25, 2014, Karuna filed a petition for writ of administrative mandamus to Review Final Administrative Decision and Civil Complaint for Declaratory Relief, Breach of Contract, and Inverse Condemnation in the Superior Court of California, County of Marin, Case Number CIV 1401555. ("The Litigation.")

WHEREAS, on or about February 18, 2015, Karuna filed a First Amended Complaint and added Specific Performance to the original causes of action in the Superior Court of California, County of Marin, Case Number CIV 1401555.

WHEREAS, on or about September 1, 2016, an interlocutory writ order was issued directing the County to reconsider its approval of Ordinance No. 3611 (Karuna Master Plan) and Resolution No. 2014-06 (denial of Karuna subdivision and precise development plan) ("Ruling").

WHEREAS, on or about June 13, 2017, a remand hearing on the CAP was held before the Board. The Board voted unanimously to approve the Karuna MP/VTM/PDP application for the Property.

WHEREAS, on or about March 9, 2018, Karuna filed a Final Map/Improvement plan application for the Property ("Karuna FM/IP") which the County denied on or about July 23, 2018.

WHEREAS, on or about February 11, 2019 Karuna filed a Third Amended Petition ("TAP") and on February 22, 2019, Karuna filed a Third Amended Complaint ("TAC") to reflect matters in the case that occurred between June 13, 2017 and August 7, 2019.

WHEREAS, on March 5, 2019, the Court denied Karuna's Third Amended Petition for writ relief.

WHEREAS, a bench trial on the TAC commenced on June 10, 2019. On the morning of June 12, 2019, the parties asked the Court for a brief recess to reexamine the possibility of resolving the case through a settlement agreement. The afternoon of June 12, 2019, the parties began Court supervised settlement discussions in Department B. The afternoon of June 13, 2019, the parties reached a conditional settlement of the Litigation, which was put on the record under CCP 664.6. The settlement was conditioned on Board of Supervisors approval on June 18, 2019. The conditional settlement contemplated the execution of a Settlement Agreement and General Release and the execution of a Final Stipulated Judgment.

WHEREAS, as a result of these settlement negotiations, the Parties believe that it would be in their respective best interests to settle their differences on the terms specified in this Agreement. Thus, the Parties have executed and delivered this Agreement in settlement, fully and forever, of all rights, duties, liabilities, claims, demands, damages, rights of action, and causes of action, whether known or unknown, among said parties relating in any way to the Litigation.

AGREEMENT

Based upon the above recitals, it is mutually agreed upon by and among the Parties hereto as follows:

1. Full Satisfaction of All Claims for Attorneys' Fees. This Agreement shall fully satisfy any and all claims made by Petitioner/Plaintiff for attorneys' fees and costs in the Litigation against the County. Petitioner/Plaintiff shall not file a motion for attorneys' fees for any work performed in the Litigation. Each party is to bear its own costs and attorneys fees in this Litigation.

2. Supersedes All Prior Agreements and Settlement Agreements Between the Parties. The Parties agree that this Settlement Agreement and General Release shall supersede all prior agreements and settlement agreements between the parties. Thus, for example, upon execution of this agreement, the 2012 Settlement Agreement shall no longer have any legal force or effect, whatsoever.

3. Stipulated Judgment. On or before June 19, 2019, the Parties shall endorse the Stipulated Judgement attached hereto as **Exhibit A** and shall present the Stipulated Judgment to the Marin Superior Court, Department B, for entry as final judgment on all of Plaintiff/Petitioners' claims against the County that were or could have been asserted in the TAC.

4. County agrees to:

- a. Make Payment of \$100,000 to Karuna LLC (c/o John Sharp client trust account) cash within 60 days.

- b. Provide \$10,000 allowance to Karuna for Final Map and Improvement Plan check fees.
- c. As of today's date forward, assign Thomas Lai as the Project Planner or Supervising Planner for the purposes of processing the planning portion of the Final Map (provided workload allows for Mr. Lai to be available to work on the project).
- d. Process an approval to revise affordable housing condition of approval to read:
 "Concurrent with the sale of the first lot or no later than June 30, 2022, whichever occurs first, the applicant shall, in satisfaction of all BMR requirements, pay the in lieu fee of \$232,000 for one affordable unit."
- e. Process an approval to revise TDR Calculation from 8 TDRs to 10 TDRs
- f. Process an approval to replace in every instance reference to 1,500 square feet of floor area with "1,500 square feet (strawbale construction) or 1,900 square feet (standard construction)" and to grant the maximum allowable 6-year time period to vest the Precise Development Plan.
- g. Process an approval to remove in every instance reference to a conservation easement in favor of a deed restriction stipulating that the remainder parcel would have no development rights for residence(s) (including accessory dwelling units), with allowance for other non residential uses consistent with the RMP zoning.
- h. Process the approvals contemplated in paragraphs d, e, f, and g above, on July 16, 2019.

5. Resolution of Potential Future Disputes Regarding Final Map and Improvement Plan. Should any dispute arise from Karuna's pursuit of a Final Map and Improvement Plan after the Board's July 16, 2019 text amendments, the parties agree to mediate said dispute within 30 days, at shared cost, at Resolution Remedies. Should mediation fail to resolve the dispute, Karuna's sole remedy shall be to file a writ of mandate pursuant to CCP 1085. The parties further agree to an expedited settlement conference with a Judicial Officer of the Court within 30 days of the filing of any CCP 1085 writ action.

6. CCP 664.6; Attorneys Fees and Costs in Any 664.6 Motion to Enforce. The parties agree that paragraphs 4a-4h are enforceable through CCP 664.6. For example, if the County failed to process the text amendment about the remainder parcel contemplated in paragraph 4g, Plaintiff/Petitioner could bring a motion to enforce under CCP 664.6. But, if after the County took the specific action contemplated in Paragraph 4g, a dispute arose regarding a future permit application for a new use on the remainder parcel, said dispute would not be governed by 664.6. Rather, said permitting dispute could only be challenged as any other permitting dispute could, under generally applicable law. Should any action be brought to enforce paragraphs 4a-4h of this settlement agreement under CCP 664.6, each party shall bear its own costs and attorneys fees.

7. Release. The Parties agree to release and forever discharge each other and their respective officers, directors, employees, agents, attorneys, legal successors and assigns, from any and all claims, actions, causes of action, obligations, liabilities, indebtedness, breach of duty, claims for writ of mandate, claims for injunctive relief and other equitable relief, suits, liens, losses, costs or expenses, including attorneys' fees, of any nature whatsoever, whether known or unknown, fixed or contingent, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen, that arise out of, are based upon, or relate in any way to any of the claims for attorneys' fees made in the Litigation. The Parties intend this Settlement Agreement to be a full and final resolution of any and all disputes regarding the Litigation, including any dispute regarding attorneys' fees and costs in the Litigation.

8. Waiver of Civil Code Section 1542

The foregoing release is intended to extend to all such claims, known or unknown, suspected or unsuspected, and each party expressly waives and relinquishes any rights and benefits which they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. Consultation with Counsel. Each of the Parties acknowledges that: (1) it has specifically reviewed with its attorney the meaning and effect of the release contained in Section 5 and the language from Civil Code section 1542 quoted in Section 6; (2) each party's attorney(s) have fully explained the impact of these provisions; and (3) each party knowingly accepts the risks associated with these provisions.

10. Execution Not an Admission. This Agreement is strictly for the purposes of compromising a dispute. By entering into this Agreement, no party hereto admits that the claims or contentions of the other were or are valid or meritorious. Each party hereto has in the past denied and continues to deny the claims, assertions, allegations and contentions of the others.

11. Advice of Counsel. The undersigned and each of them hereby declare and represent that, in effecting this Agreement, each has received full legal advice as to its respective legal rights, and each hereby certifies that he, she, or it has read the entirety of this Agreement and fully understands the same.

12. Applicable Law. The Parties hereby agree that this Agreement is made, executed, entered into, and intended to be performed within the State of California and that this is a California agreement and is to be construed as such.

13. Additional Documents and Instruments. Each of the Parties hereto agrees to execute and deliver to each of the other Parties hereto all additional documents, instruments, and agreements as are required to implement the terms and conditions of this Agreement.

14. No Assignment. The Parties represent that they have made no assignment of the claims released herein, and that no signature other than those set forth below is required to effectuate this Agreement, including the release set forth herein. If Petitioner/Plaintiff has assigned the claims released herein and the County is subject to claims based upon or arising in connection with any prior assignment or transfer, the County may seek any and all available relief, including, but not limited to specific performance of this agreement and/or damages.

15. Binding on Successors and Assigns. The Parties agree that the obligations and benefits arising out of the Agreement, including, but not limited to, the release set forth herein, and each of the terms of this Agreement, shall be binding upon and shall inure to the benefit of any successors and assigns of the Parties.

16. Integration. This Agreement contains the entire agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and agreements among the Parties, whether written or oral. Each of the Parties acknowledges representation by counsel throughout all of the negotiations that preceded the execution of this document and the document has been executed with the consent, and upon the advice, of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce another party to execute this instrument.

17. Warranty of No Undue Influence. The Parties hereby warrant and represent that they are not aware of any duress, menace, fraud, coercion, or undue influence that has caused any party to enter into this Agreement. Each of the Parties hereby warrants and represents that it is not aware of any acts or conduct by which, in executing this Agreement, the mind of any of the Parties hereto has been overcome by the will of another person.

18. Authorization. Each person executing this Agreement warrants that he or she has full authorization to execute this Agreement on behalf of the entity that he or she is signing on behalf of, and further represents that all necessary approvals have been obtained to execute and implement this Agreement.

19. Construction of Agreement. This Agreement shall be construed as if it were drafted by all Parties.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

21. Amendment. This Agreement may not be amended in any respect without the written consent of all the Parties hereto.

22. Effective Date. This Agreement shall become effective on the date that all parties have executed the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the date next to their signatures. By signing below, each individual represents he or she has read, agrees to, and fully understands the above terms and their binding nature, and that he or she has full authority to bind any entity or organization, including individual members of such entity or organization, for which he or she signs.


Dated: _____

KARUNA LAND, LLC

By: _____
Jerome Draper

Dated: _____

COUNTY OF MARIN

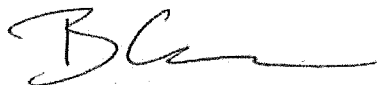
By: 
Kathrin Sears
President of the Marin County Board of
Supervisors

APPROVED AS TO FORM:

Dated: _____

By: _____
John Sharp, Attorney for Karuna Land LLC

Dated: 6/19/19

By: 
Brian Case, Deputy County Counsel
County of Marin

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the date next to their signatures. By signing below, each individual represents he or she has read, agrees to, and fully understands the above terms and their binding nature, and that he or she has full authority to bind any entity or organization, including individual members of such entity or organization, for which he or she signs.

Dated: 6-18-19

KARUNA LAND, LLC

By: 

Jerome Draper

Dated: _____

COUNTY OF MARIN

By: _____

Kathrin Sears

President of the Marin County Board of
Supervisors

APPROVED AS TO FORM:

Dated: 6/19/19

By: 

John Sharp, Attorney for Karuna Land LLC

Dated: _____

By: _____

Brian Case, Deputy County Counsel
County of Marin