

Q&A with Planner re Oceano Hotel Wedding Building 11/28 – 12/8/14

Q: MCC did not receive an early referral on this. May we have digital plans of the proposed building and the comments from DPW on the parking situation? The 90 beach parking spaces required as Condition 44 of the original Harbor Village project have never been posted as such to my knowledge.

A: ... DPW provided sign off on the parking (Oceano's existing parking lot to provide parking for wedding hall), with comment that future new uses should be restricted, due to DPW's assessment that the wedding hall max's out available Oceano Hotel parking.

Oceano's existing parking lot does have signs posted for beach parking (along the perimeter parking spaces); however, the words "beach user parking" have faded out and only "between 10 AM and 4 PM Daily" with a two way arrow can be read. Oceano is also looking at making some signage improvements and I know we've preliminarily identified that they need to include restenciling the "beach user parking" letters, but I think it would be appropriate to include as a recommended condition of approval into this wedding hall project (along w/verifying 90 spaces are available) so we'll add this in.

Q: I visited the site yesterday and counted only 69 perimeter parking spaces with the faded out signs. That count matches the 1989 site plan. Existing signage indicates that interior parking spaces are private and subject to towing.

The 1989 project presumably included required parking for the 95-unit hotel, 25 retail units, and 280-seat restaurant and 60-seat bar, in addition to the 90 beach parking spaces. How was it determined that the proposed 202-seat banquet building required no additional parking?

The entire fenced outdoor wedding area where the banquet building is proposed is on a raised grade which appears to be approximately 8 feet above natural grade. Was this grading part of the hotel project (which did not include this parcel)? Will the zoning height limit of 28 feet be applied based on the natural surrounding grade? The seasonal tent has been removed so there is no way to judge visual impacts.

The bright white perimeter fence sits on top of this raised grade with steep drop off outside the fence. Where the fence is proposed to be moved to accommodate the new building, will retaining wall and fill be added to maintain the original grade level for the fence?

A: I agree with your count of 69 spaces designated for beach parking. I've already informed the applicant that a condition has been added that requires them to post more spaces within the surface parking lot, along with restenciling the existing signs so that "beach user parking" text is actually readable, to meet the 20% for beach user parking. Our regulations stipulate where uses require more than 10 off-street parking spaces for development w/in a 1/4 mile along the nearest public road from an established shoreline access, "a minimum of twenty (20) percent of these parking spaces shall be available for shoreline access parking between 10:00 a.m. and 4:00 p.m.". So, the required beach user parking is part of the total number of spaces required for a use, not in addition to. The original approval actually approved more parking spaces than required for the development. The 202 seat wedding building requires additional parking, however, they originally approved excess parking is enough to cover this additional

requirement. They are almost maxing out the parking with the wedding building though. The attached breakdown might help clarify the parking [Table 2 in staff report].

The entire fenced outdoor wedding area (area higher in elevation than the adjacent parking areas) is comprised of compacted fill from original construction of the underground garage of the hotel. In consulting with the planner who worked on the original Oceano approvals, I'm told we signed off on all grading operations related to the original construction prior to those construction building permit finals, and assume that included this fill area. The zoning height limit of 28 feet is then measured from this existing grade where the building is proposed.

The relocated fence in the northwesterly corner portion of the building pad area will be relocated approximately 2 feet. The applicant intends on relocating the existing white fence to follow the downslope of the topography. They do not intend on filling this area to meet existing grade and do not intend on adding retaining walls. They intend on building this corner on a built up slab foundation and carrying the finish siding down this side. I've asked the applicant about moving the building over a few feet (to the south) since it seems awkward to have the fence line slope downhill in just this area.

Q: While it makes sense to raise the grade of an outdoor garden wedding space to enhance harbor views for the participants, it doesn't seem right less than 10 years later to decide a building is needed there instead and the new raised grade can be used for the building height limit. But perhaps it is reasonable to assume the raised grade fits within the 21.5-foot building height and the 28-foot limit?

The building elevations show the north and east sides, which are exposed to the public, are stark and plain. Add to this the long stark white fence floating on top of steep slope planted essentially in only strawberry ground cover. These are the plain surfaces offered to the public in exchange for the lost harbor view. I'd like to see more architectural interest on those sides and more robust, taller, and varied native plantings on the slope outside the fence to soften the view and help anchor the fence and building to the actual surrounding grade — even 2 or 3 cypress trees below the building. Perhaps the fence is not functionally needed on those sides of the building, if space for it is an issue? Since a building is being added where there was none, cannot appropriate landscaping adjustments be required?

A: I think it could be reasonable to say that if you were to include the raised grade of the building area into the height limit, the proposed building would still comply with the 28-ft. max. height limit based on the following:

The applicant has provided that the existing grade elevation on the north side (access road) is 17.67' and the existing grade elevation on the east side (parking lot) is 19.57'. These elevations seem to be in line with any original hotel development plans that I've pulled up from County records. They've also double checked the elevation of the existing (raised) wedding garden space where the new building is proposed, this building pad area is at an elevation of 24.2'. So including the raised grade of the building area (from the lower grade of access road) + the building's max. height of 21.33 (21'-4") there'd be a max. height of 27.86' (measuring from the north access road side, 25.96' from the east parking lot area).

Also, we're recommending a condition that requires articulation on the north and east building elevations to include architectural elements from the other elevations to provide more visual/architectural interest along these walls and to help unify the overall architectural design of the building as the north and east building elevations are mismatched architecturally to the south and west elevations. We are also recommending a condition requiring them to remove

the fence along the north side that they were proposing to relocate and replace with landscaping that will help soften and screen the north building elevation. They've explained that the reason they put the fence up was primarily to provide better security/barrier to the site and their events as they were having issues with random people walking into private wedding events, and it's not an area that is used all the time so there's not always staff there. We are requiring a detailed landscape plan for the site so I think they can add some landscaping to soften the fence line along the east elevation too.

Q: I noticed this notation at the online permit site for BLD2000-01630 (hotel): "6/16/04 GPF - Received a copy of recorded Deed Restriction for the "No-Build-Zone". NO EXCEPTION TAKEN". How can I find out where this is no-build zone is?

A: (1/8/15) I've found a recorded copy of the No Built Deed Restriction - see attached. It's a 60' strip of land on their parking lot parcel - 60' from hotel/shops building. Now that it's been found, I will make note of it and scan a copy of the recorded doc into our permit system for future reference.

Oceano Hotel Parking Count (9-23-2014)					
SPACES REQUIRED					
Use	Measuring Unit	Parking per Unit	Subtotal	Total (rounded) Parking Spaces Needed	Original Approval
Hotel	95 sleeping units	1/sleeping unit	95	95	95
Retail	30,400 sq.ft.	1/160 sq.ft.	190	190	190
Restaurants - Flavors (222 seats) + Mezza Luna Café (48 seats) + Hotel bar/restaurant (50 seats)	340 seats (original approval)*	1/3 seats	113.33	113*	113
New Wedding Reception Room (3,040 sq.ft./15 sq.ft. per person per building occupancy)	203 occupants/seats	1/3 seats	67.6	68	
TOTALS				466	398
SPACES PROVIDED					
Existing Surface Spaces	342				
Existing Underground Spaces	127				
Existing Spaces at MezzaLuna Café	10				
TOTAL	479				
	TOTAL COUNTS				
	479	Existing Spaces			
	466	Required Spaces for existing and new uses			
	13	"extra" spaces provided			
*Max number of restaurant seating currently existing is 320 which would require a total of 107 parking spaces. Original approval was for 340 seats which required 113 spaces; have used the original approval for this calculation which is actually 6 seats more than current restaurants require					

2004-124491

10:46am 06/16/04 DR Fee: 19.00

Count of pages 5

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COUNTY OF SAN MATEO
500 County Center
Redwood City, CA 94063
Attention: **PLANNING DEPARTMENT**

COVENANT IMPOSING DEED RESTRICTIONS

This COVENANT IMPOSING DEED RESTRICTIONS ("Covenant") is entered into and executed by Point Pillar Project Developers, LLC, A California Limited Liability Company (hereinafter, "PERMITTEE"), by and through its Manager, KEET NERHAN.

Handwritten mark

PERMITTEE stipulates to the following statements of fact, and further agrees to restrict the use and title of the real property described in Exhibit A, attached to this document (hereinafter referred to as "the Land") in accordance with the terms and conditions set forth herein.

STIPULATIONS OF FACT

1. PERMITTEE is the applicant for a building permit from the County of San Mateo to develop properties, including the Land referred to herein and contiguous property, into what is commonly known as Harbor Village, consisting of a hotel, mall, restaurant, parking and related structures and uses.

2. PERMITTEE is the owner in fee of the Land, which is described in Exhibit A, and is also the owner in fee of the land ("the contiguous parcel") where the bulk of the Harbor Village construction will occur, including all major buildings.

3. Both the Land and the contiguous parcel on which the development is planned are within the unincorporated portion of San Mateo County and therefore subject to the zoning and building requirements of the County of San Mateo.

4. Included in applicable County building restrictions governing this development, with particular reference to the buildings and structures to be built on the contiguous parcel, is a requirement that there must be 60 feet of area surrounding any building being built on that contiguous parcel, wherein no other building or structure may be placed. Currently, as the lots are configured, and building permits applied for, the contiguous parcel does not have the required 60 feet "no build" zone within itself. This requires that a lot-line adjustment be affected to take from the Land, and add to the contiguous parcel, sufficient acreage to provide for the 60 foot "no build" zone being all on said contiguous parcel.

5. There is insufficient time to apply for and obtain said lot line adjustment as a condition of a County permit, and still timely begin construction on Harbor Village. In the interim, to obtain building permit approval and meet the 60 foot "no build" requirements while said lot line adjustment is pending, PERMITTEE has reached agreement with the County of San Mateo to record this Covenant Imposing Deed Restrictions which is intended to prevent any and all building or development on that portion of the Land, to meet the 60 feet "no build zone" from buildings that are part of Harbor Village plans.

6. When approval is obtained for a lot line adjustment such that all the required "no build" area, now a part of the Land, is all within the contiguous parcel, this Covenant becomes moot, void and terminated. Upon that occurrence, the County has agreed to approve said revocation of this Covenant.

Handwritten mark

7. The above-mentioned covenant shall consist of the execution of this document by all parties necessary to restrict the use and title of the Land; and that this document shall be recorded in the Office of the Clerk-Recorder for the County of San Mateo, State of California.

8. Upon receipt of a certified copy of this document, as recorded in the Office of the County Clerk-Recorder of the County of San Mateo, State of California, the County of San Mateo will, as a part of the building permit process for Harbor Village, deem the 60 foot "no build" requirement to be met, and, if all other permit conditions are met, will issue a valid building permit to PERMITTEE, and that said permit shall be issued, in part, in consideration for the execution and recordation of this Covenant.

9. The terms and conditions of this Covenant shall, as of the date of recordation of this document, bind PERMITTEE to the extent of its legal and/or equitable interest in the land; and that this Covenant shall run with the land and be binding on PERMITTEE and its successors and assigns for as long as required to maintain the 60 foot "no build" zone described herein, or until a lot line adjustment is recorded making this Covenant moot and void as described above, whichever shall first occur.

10. The terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

NOW THEREFORE, for the reasons and purposes stated above, PERMITTEE (PPPD) hereby states the following Covenant as a Deed Restriction, preventing building development in the area of the Land (APNs 047-081-380) described herein:

DEED AND USE RESTRICTIONS

1. There shall be no construction or development involving the placement or erection of any building or structure (as those latter two terms are defined in the Uniform Building Code) on that portion of the Land (APN 047-081-380) described and outlined on Exhibits "A" and "B," which are attached hereto, are incorporated herein by this reference, and are hereby made a part hereof.

2. This Covenant of Dedication may be changed, modified or revoked only upon written approval of the County of San Mateo. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of California.

3. Unless, and until, properly revoked, with the approval of the County of San Mateo, as provided herein, this Covenant is made in perpetuity such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

Point Pillar Project Developers, LLC (PERMITTEE)
By: 
Keet Nerhan, Manager

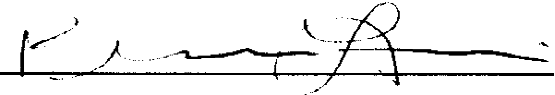
NOTARIZATION

State of California
County of SAN MATEO

On June 16, 2004 before me, the undersigned, a Notary Public in and
for said State, personally appeared KCET NERHAN

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 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.

WITNESS my hand and official seal.

Signature 

Name RENEE LEWIS
(typed or printed)



(Seal)

EXHIBIT "A"
Description of "No Build Zone"

A portion of Parcel "B" as said parcel is shown on that certain Parcel Map filed in Volume 67 at pages 90 & 91 more particularly described as follows:

A strip of land 60 feet in width lying northerly of the following described line: beginning at a point on the southerly boundary of said Parcel "B", said point of beginning being the northwesterly corner of Parcel "A" as shown on that certain Parcel Map filed in Volume 67 at pages 90 & 91, thence along the southerly line of said Parcel "B" South 76°28'00" East 104.00 feet to the beginning of a 425 foot radius curve tangent to the left; thence along said curve through a central angle of 07°03'00" a distance of 52.29 feet; thence South 83°31'00" East 45.00 feet to the beginning of a 425 foot radius curve tangent to the left; thence along said curve through a central angle of 24°10'00" a distance of 179.26 feet to the beginning of a 200 foot radius compound curve; thence along said curve through a central angle of 27°33'43" a distance of 96.21 feet.

W. Ashley



A circular professional seal for a Registered Professional Engineer in the State of California. The seal contains the text: "REGISTERED PROFESSIONAL ENGINEER", "W. ASHLEY", "CIVIL", and "STATE OF CALIFORNIA". The seal is partially obscured by a handwritten signature that reads "W. Ashley".

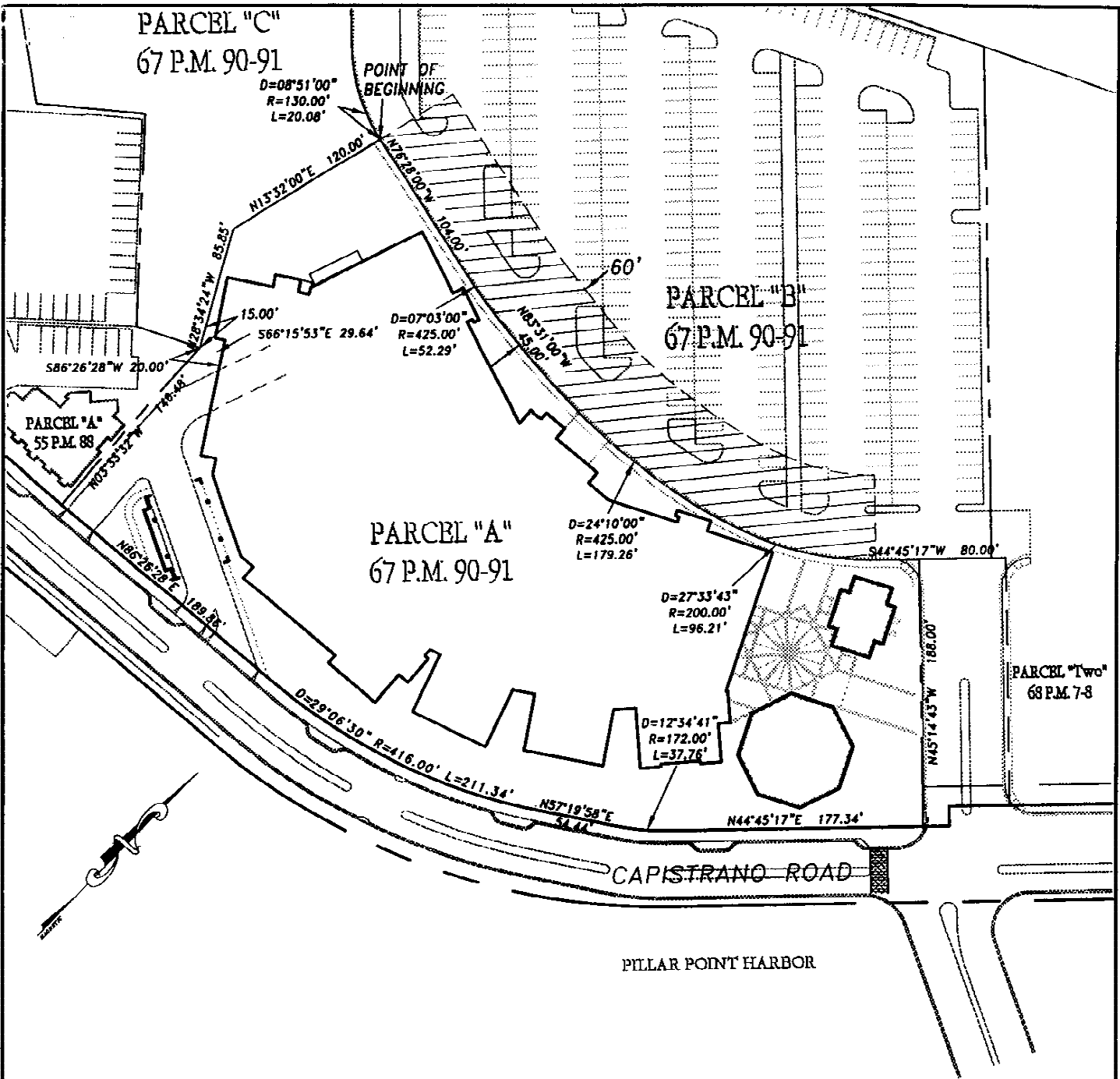


Exhibit "B"
Deed Restriction
"No Build Zone"

PREPARED BY:

Michael Ashley
Michael Ashley, RCE 19504 Exp 9/30/05



6/11/04
Date

June 11, 2004