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**RECEIVED**

OCT 03 2014

San Mateo County  
Planning and Building Department

**October 2, 2014**

**NOTICE OF APPEAL**

**San Mateo County Board of Supervisors**

**400 County Center**

**Redwood City, CA 94063**

**Re: La Costanera Restaurant, 8150 Cabrillo Hwy., Montara,  
CA (Owners: A&G, LLC)**

Dear President Horsley and Honorable Members of the Board:

The owners/applicants for the above restaurant hereby appeal to your Board the September 24, 2014 decision of the San Mateo County Planning Commission denying the owner's application for a use permit amendment, design review permit, and PAD permit for certain improvements to the restaurant.

The legal bases for our appeal are as follows: in denying the owner's application, the commission prejudicially abused the discretion vested in it, in that (a) it did not proceed in the manner required by law; (b) its decision was not supported by findings; (c) such findings as it may have rendered were not supported by the evidence; and (d) the staff report on which it based its decision misstated the owner's request and original application.

We would appreciate your formal acknowledgment of the receipt of this appeal. We would also request the earliest possible date for an appeal hearing. Thank you.

Respectfully,

  
Michael D McCracken

Attachment: Letter of Intent

**LETTER OF INTENT  
("LOI")**

This Letter of Intent, entered into this 3rd day of November, 2011, by and between the State of California Department of Parks and Recreation ("State") and A&G, LLC ("A&G"), sets forth the preliminary terms and conditions under which A&G will improve certain real property owned by State within the land use jurisdiction of the County of San Mateo ("County").

**RECITALS**

A. A&G owns and operates a Restaurant on the County Coastside in Montara, California, known as "La Costanera" ("Restaurant" or "Restaurant Property"). The Restaurant, originally approved by the California Coastal Commission in 1977 pursuant to Coastal Development Permit ("CDP") No. P-77-579, under a then different name (the Charthouse"), is one of a very few coastal restaurants located on the ocean serving also as an enclosed ocean viewing venue, thus serving a broader public purpose than mere dining.

B. A&G serves a local, county wide, and regional wide need for high quality, multi-seating, visitor- serving coastal eating establishments. In providing this amenity, A&G also provides much needed seasonal and permanent employment (especially important in the current down economy cycle).

C. A&G is currently in the process of seeking approval from the County and the California Coastal Commission ("Commission") to amend its existing Coastal Development Permit ("CDP") No. PLN2006-00494 to allow expanded hours of operation for lunchtime use of the Restaurant.

D. State owns unimproved real property adjacent to and immediately to the north of the Restaurant Property parking lot, a portion of which (the portion abutting the Restaurant Property parking lot) has been used by the public historically, but without express State permission, for beach parking and beach access purposes. This portion has never been designed and/or improved for public parking lot purposes, and is, therefore, presumably not compliant with County and State fire, safety, health and land use and parking codes. ("the State Undesignated Parking Area").

E. It is in the Parties' best interests, and the Parties so desire, that the State Undesignated Parking Area be improved for legal and safe parking for the exclusive use of coastal and beach visitors, and to do so in such a manner that it complies with all governing fire, safety, health, planning and parking codes.

F. Because State is not currently financially able to fund such parking improvements now or in the foreseeable future, A&G is prepared to do so, subject to the terms and conditions outlined below in paragraph 3.

NOW, THEREFORE, the Parties agree:

## AGREEMENT

### 1. THE PROPERTY.

The Restaurant Property which is the subject of this LOI is located in the unincorporated area of County known generally as Montara, California.

### 2. THE PARTIES.

a. The State of California Department of Parks and Recreation: the owner of the State Undesignated Parking Area.

b. A&G, LLC, a California Limited Liability Company: the owner and operator of a restaurant, known as "La Costanera" ("the Restaurant"), located immediately to the south of the State Undesignated Public Parking Area.

### 3. TERMS AND CONDITIONS.

a. A&G shall bear all costs for designing and improving the State Undesignated Parking Area to meet all governing land use, fire, safety, health and parking codes. (Hereinafter, the subject parking improvements shall be referred to as the "New State Parking Area".) State shall take such steps necessary to authorize A&G authority to enter upon and construct the parking improvements on the State Undesignated Parking Area.

b. The New State Parking Area shall be devoted exclusively to public use, and shall not serve as overflow private parking for the Restaurant.

c. The number, location and alignment of parking spaces to be added in the New State Parking Area by A&G, and the ingress and egress, are as shown on the accompanying plat map prepared by A&G, and reviewed by County and State (Exhibit "A" hereto). When the new public parking spaces are added to the existing Restaurant parking spaces dedicated to the public, the total shall either equal or may exceed the number of public parking spaces authorized by the Commission in 1977 under Permit No. P-77-559

d. A&G shall take all steps reasonably necessary, including the posting of signage and assigning a restaurant employee to monitor usage by restaurant patrons, to assure that the New State Parking Area shall be used exclusively for public parking purposes, and not by patrons or employees of the Restaurant.

e. The New State Parking Area shall be designed not to impede public access, via State and County approved beach access trails, to the public beaches adjoining the Restaurant.

f. As part of its New State Parking Area improvement duties hereunder, A&G shall design

and erect signage as reasonably required by County, State and Commission, meeting all County, State, and Commission requirements.

g. In consideration of A&G's financial and parking improvement commitments as outlined above, State shall take all necessary steps, including the timely issuance of permits, to enable A&G to operate the Restaurant during lunch hours. (In so agreeing, the Parties acknowledge that the ultimate approval authority rests with the Commission. State hereby commits to use its best efforts to assist A&G in securing such approval(s).)

#### 4. NON BINDING EFFECT.

The Parties understand and agree that this LOI is tentative only, and shall in no manner bind the Parties or any one of them to formally or officially authorize or approve anything, while negotiations are taking place between and among the Parties, and formal approvals are being sought from the governmental entities involved with and/or affected by this LOI.

The performance by any Party of any aspect of this Agreement shall in no manner bind that Party to do or approve anything subsequent.

5. COVENANT OF GOOD FAITH AND FAIR DEALING. Notwithstanding their acknowledgment in paragraph 4 above that this LOI is non-binding, the Parties, and in particular A&G, are proceeding forward, and expending considerable time, money and resources, upon the reasonable belief and expectation that the governmental entities whose approvals are required for A&G's expanded hours of operation will in fact timely issue such approvals. A&G further reasonably expects that State will fully support its efforts at the County and Commission levels to secure the requisite approvals.

Dated: \_\_\_\_\_

State of California Department of Parks and Recreation

By: \_\_\_\_\_  
Name, Title

Dated: \_\_\_\_\_

A&G, LLC

By: \_\_\_\_\_  
Rahim Amidhozour, Managing Member, A&G, LLC



County of San Mateo

Planning & Building Department

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

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

Payment Receipt

Check #: CREDIT CARD
Receipt #: 207534
Name: FARHAD MORTAZAVI
Address: 8150 CABRILLO HWY
Parcel #: 036046050

Table with 6 columns: Case Number, Account Number, Description, Date Paid, Amount Due, Amount Paid. Rows include Planning Department (Public Noticing, Appeal), IT Department (IT Surcharge), and Legal Department (Legal Counsel Surcharge). Grand Total: \$639.83, Balance Due: \$0.00.