



**Letter of Appeal for application 16PLN-008
Minor Subdivision for property located at 950 Tavan Estates Drive (Lot
67)**

**To: David Scola, Public Works Director
From: Mark and Corina Fraschieri
Date: July 11, 2016**

In accordance with the appeal process outlined in the denial letter dated June 23, 2016 for the above project, the following serves to appeal the findings of the Zoning Administrator to the Planning Commission. The reasons for this appeal are provided below and will be organized in the following manner.

1. Background
2. Rebuttal to Zoning Administrator findings
3. Observations at Public Hearing
4. Comments at Public Hearing and letters read
5. Attachments

1. Background:

In September 2015 the applicant Mr. Mark Fraschieri, Keegan Fraschieri and Brad Davis (former planning director, city planner, AICP) met with the Planning Manager, Dina Tasini. The purpose of this meeting was to explore building a home on the subject property to allow for Mr. Fraschieri's son, Keegan, to live on the property. Mr. and Mrs. Fraschieri built their existing home in 1986 and still resides there after raising their family. Several options to build another residence were explored at this meeting from an accessory dwelling unit to subdividing the property. Ms. Tasini suggested that subdividing the property would be a more viable solution as it provided added benefits to the applicant, primarily financing, better building codes and development guidelines. She confirmed the project, as proposed, should be viewed favorably by the city. Ms. Tasini has subsequently left the city but stayed informed of the project up to her departure and did not indicate any concerns.

Mr. Fraschieri proceeded under this and subsequent guidance and assurances from city staff and hired a professional engineer, Mr. Izzat Nashashibi from Humann Company Engineering on October 20, 2015 to coordinate with city staff, conduct further inquiries and provide a feasibility analysis before expending any additional time and money.

It should be noted and understood that the applicant and his engineer coordinated closely with City Staff for over five (5) months before submitting a formal subdivision application to the Planning Department and paid the required fee of \$7,700 on 2/11/2016. City staff on 3/10/2016 provided a list of needed items and additionally on 3/25/2016 requested a Geotech report. The applicant ordered this at a cost of \$800 from GrayGeotech, who subsequently confirmed to the City the project's feasibility. All other items requested by the city were provided promptly.

To date Mr. Frascieri has spent over \$7,450 in engineer costs and \$7,700 in application fees after receiving repeated staff assurances the project, as proposed, meets all city zoning and development codes and guidelines. At no time during the nine (9) months of planning consultation with city staff was the applicant or his representative informed the project was not in compliance with state or city requirements.

To the contrary, the well-researched staff report and analysis dated June 22, 2016 to the Zoning Administrator recommended approval subject to conditions. This report and recommendation came to the logical conclusion of "approval" based on over ten (10) months of direct communication and cooperation with city staff and an expenditure of over \$15,000 dollars by Mr. Frascieri. Moreover, the staff report clearly and unequivocally states: "Staff recommends that the Zoning Administrator find the proposal substantially conforms to the R-20 Zoning District, the State Subdivision Map Act and Title 21 of the Martinez Municipal Code, and thereby approve the Tentative Parcel Map for Minor Subdivision #551-16".

The obvious question given the evidence is: Why did the city planner support the subdivision and then opposed it at the public hearing with the Zoning Administrator and then find the project not in compliance - when clearly it is? Additionally, why did Mr. Simon inform the applicant he was opposing the subdivision the day of the hearing after supporting it for nine (9) months?

Chronology of city/applicant email correspondence:

September 2015: Initial meeting with Dina Tasini, Planning Manager.

October 2, 2015: Conceptual Plan forwarded to Mr. Corey Simon, Planner

October 2015: Applicant hires Humann Co. Engineering

January 8, 2016: Mr. Simon determines no building setback required from Scenic Easement.

February 11, 2016: Application to City

March 10, 2016: 1st Letter of Items to complete application from the Planning Department to applicant.

March 14, 2015: Letter of support/approval from Tavan Estates Home Owners Association (included in Staff Report)

March 25, 2016: Letter of items to complete application from the Planning Department to applicant.

May 2015: Khalil Yowakim and Tim Tucker recommended moving the project to a public hearing with no adjustment to the application.

June 22, 2016: Public Hearing, Zoning Administrator

2. Rebuttal to Zoning Administrator Findings:

Finding A:

The Zoning Administrator cites in his denial that the " The original Tavan Estates Subdivision approval allowed a maximum of three (3) lots at the end of Tavan Estates Drive each with a minimum of 1/2 acre homesite size".

Rebuttal:

Continuing this logic then all previously subdivided property in any previously recorded plat cannot be further subdivided within the incorporated boundary of the City of Martinez, even upon compliance to

the Subdivision Map Act requirements and all applicable regulations. This is clearly a misunderstanding at best and illegal at worst.

Finding B:

"No division of land zoned for open space shall be permitted"

Rebuttal 1:

No land zoned open space is intended to be subdivided nor was ever proposed to be subdivided.

The applicant is well aware the lots by themselves do not equal the required R-20 minimum lot size of 20,000 square feet. Even emailing Mr. Simon on October 8, 2015 confirming and recognizing this fact. Mr. Simon reported that the scenic easement portion of the property can be used to meet minimum lot size requirement since the site has been previously graded (soil disturbance) and the property contains an adjoining large scenic easement. He further stated the designation of "Open Space" within this subdivision is unknown and may be misapplied. This is especially true in light of the recorded Subdivision Map for Tavan Estates dated April 1976 which clearly states that the subject lot number 67 is permitted to construct up to a 2,500 square foot outbuilding, corrals and similar structures. Clearly this property abuts a scenic easement as identified on the original subdivision and should have been retained as such rather than rezoned to public open space that prohibits this use. Nowhere is it indicated this space is to be used for public access and use and is designated solely as a "view easement" with further development rights for lots 67, 68 and 74. Granted, the city has rezoned this easement to public Open Space allowing public use but it remains to be determined the genesis of this rezone, its justification and if proper notice was provided.

Rebuttal 2:

Furthermore, the scenic easement is completely and thoroughly maintained by Mr. Fraschieri; not the city or the county. This is evidenced by Mr. Fraschieri paying to till the property with a tractor each year. Furthermore, the property has been previously fenced and two llamas were stabled there for many years. The Fraschieri's have "openly and notoriously" used this scenic easement as an extension of their property for over 30 years since they purchased the property as a vacant lot. They were never notified this land which they pay property tax was to be reclassified and zoned Open Space.

Rebuttal 3:

Nonetheless, the appropriate and practical zoning determination by the Planning Department for this property is that its scenic easement can be used to meet the 20,000 square foot minimum lot size requirement. This determination was provided by planning staff in October 2015 and the applicant proceeded in good faith and considerable cost as a result. It remains to be determined when this property was rezoned to "Open Space" and whether it was done in accordance with proper public disclosure, findings and hearings. The applicant has no knowledge of receiving any public notices.

Rebuttal 4:

Given the above evidence provided by the original subdivision map, accepted allowed uses per the map, comments by planning staff that the zoning may be in error, the intent appears clear this property was to

be retained as an easement only and not rezoned to a more restrictive designation of Open Space maintained and improved by the City of Martinez. The city neither maintains this property and the easement is described as part of the subject property for which the homeowner pays annual property taxes for its use with restrictions. Although there is disagreement as to its zoning and public use, there is no question that City Staff acknowledged this area can be used to meet the minimum lot size requirement under the current subdivision request.

Finding C:

"Your request for the Zoning Administrator to waive the required frontage improvements is in conflict with MMC21.44.120, improvements -required when. The Zoning Administrator has no authority to waive the requirements of the City Subdivision Regulations".

Rebuttal 1:

At no time did the applicant suggest or request the City frontage requirements be waived. In fact, the applicant as well as the majority of the public testimony requested the improvements be deferred as recommended in paragraph two of Section VIII, Street Improvements, contained in the staff report. Paragraph three is in conflict with paragraph two as paragraph three requires the improvement whereas paragraph two allows the City Engineer to defer such improvements with a Deferred Improvement Agreement. The applicant is in full agreement with this condition contained in paragraph two.

Rebuttal 2:

It should be noted a large majority of the neighbors support this project but do not support the need for additional curb, gutter, and parking area and sidewalk improvements. Although the city can require these improvements they make little sense when: (1) they are not connected to Tavan Estates Drive ROW improvements further to the east, (2) increase and encourage nonresidential parking, (3) increase impervious surface and (4) appear unnecessary to provide added safety on a little used cul-de-sac, and (5) it is an impractical expense and burden on the applicant. In short, it appears obvious why the City Engineer recommended to defer these improvements until a more practical time, if ever.

3. Observations at Public Hearing

The meeting was held on June 22, 2016 and summarily moved to the council chambers due to a larger than normal number of residents in attendance; it was later determined the majority were in support of the subdivision. It became immediately apparent that Mr. Simon and the Zoning Administer were surprised and concerned about the number of people and kept commenting on the large number, causing the meeting to be moved to the council chambers.

There was a very brief description of the application by Mr. Simon and then recorded testimony was permitted. A staff report was not provided to the attendees which should be considered unusual for a public hearing and in most jurisdictions is a matter of standard practice.

The majority of residences spoke in favor of the subdivision with restrictions on the road widening, as recommended by the engineering staff. There was widespread agreement to not widen the road and provide sidewalk improvements.

Three (3) members of the audience of approximately twenty (20) people were opposed to the subdivision claiming that any change in the original platting was not allowed. No proof was provided or documents provided by those in opposition. Members of the HOA board testified that after consulting with the association's attorney that they were not opposed to the subdivision and nothing in the CC&R's prohibited a subdivision and construction of an additional home on this lot.

A transcript of the recording of the hearing (*Attachment #7 in Section #5.*) identifies Mr. Simon and the Zoning Administrator commenting during the testimony "are we going to stick to our guns"? This seems to confirm what many in the audience felt after their decision that they had conferred beforehand when they saw the large audience gathered in the foyer and made up their mind to deny the application before the hearing. Thereby ignoring public testimony in support of the application and at the last minute contradicting Mr. Simon's own staff report recommending approval. At one point during Larry Dobson's public testimony, Mr. Simon interjects, seemingly making an effort to imply there is a potential CC&R and Bylaw issue with the project, when clearly there is not. When questioned why after nine (9) months he decided to oppose the subdivision both he and the Zoning Administrator claimed there is new evidence to consider".

Furthermore, Mr. Simon speaks after the public testimony to foreshadow the Zoning Administrator's denial in which he cites no clear reason or support for the city's sudden change in their view of the project. He cites a "similar situation" that was denied, providing no support or applicability to the project. Additionally, he states that the applicant "cleared the CC&R issue, but the other key wouldn't open. There was other plan issues far more complex than this property. But it's clear it's very bad for the city." This testimony significantly contradicts over nine (9) months of applicant interaction with Mr. Simon, moving on to each costly next step of the project at his guidance.

As illustrated earlier in this appeal, the findings and the rebuttals contained herein to deny the application are seemingly arbitrary and lacking in merit as no new evidence has been found or presented that was not available during the application process and staff recommendation of approval.

Finally, few residents ever encounter the city staff, its officers or even participate in a public hearing. It is often a first and lasting impression when they do so. Unfortunately this particular meeting and its surprising conclusion doesn't serve to further the highest ideals of the City of Martinez. Finally, it should be noted the Zoning Administrator by his own admission has been in his capacity for only two months. He appeared unprepared and by his questionable findings of denial, in need of more experience and support by staff.

4. Comments at Public Hearing and letters

Compiled directly from testimony provided on 6/22/16 *Attachment #7 in Section #5.*

- 7 households in support of lot split
- 3 households against lot split
- 2 households in support of street improvements
- 6 households against street improvements

Below represents a summary of the statements of the individuals that spoke at the public hearing:

Steve Ladrech: **In support of lot split** read his letter of support for the project (**Attachment #3 below**) – **against street improvements** to occur in Section VII of staff report.

Corina Frascieri read **Attachment #2 in Section #5 below- In support of lot split- against street improvements** to occur in Section VII of staff report.

Christina Naughton- 926 Tavan Estates Dr. **In support of lot split- against street improvements** to occur in Section VII of staff report.

Don Lovasik- his home's proximity is unknown to prospective lot- **Against lot split** because CC&Rs states 74 lots. **In support of street improvements** to occur in Section VII of staff report if project moves forward.

Mark and Mrs. Hubbard 6724 Corte Tercera (1st time speaking) Mr. Hubbard says he spoke to John Benson (original developer), and stated Mr. Benson informed him that no subdivision can occur in 1975- appears Mr. Hubbard is **against lot split and in support of street improvements** to occur in Section VII of staff report. Mrs. Hubbard agrees with her husband, elaborates that she does not want more people to subdivide. (2nd time speaking) Mr. Hubbard doesn't want his money going to attorneys associated with any CC&Rs and Bylaws changes.

Bob Thompson (1st time speaking) 6705 Corte Tercera- based on testimony implies **in support of lot split- against street improvements** to occur in Section VII of staff report. (2nd time speaking) wants street improvements to occur in between Tavan Estates and Reliez Valley Road for a crosswalk.

Brian Cisterman- 6709 Corte Segunda. **In support of lot split- against street improvements** to occur in Section VII of staff report. States there is no lots on his street that have the acreage to subdivide.

John McFadden- his home's proximity is unknown to prospective lot. **Against lot split.**

Larry Dobson- 964 Calle Verde- HOA board member. **In support of lot split**, states brand new house may improve his property value. States HOA is in the process of amending CC&Rs and this would be an opportunity to amend CC&Rs and Bylaws to include 75th prospective lot. States that there is nothing in the CC&Rs and Bylaws that would prevent lot split.

Karen Patterson- 6735 Corte Tercera- HOA board member states the HOA longstanding attorney who knows the Tavan Estates CC&Rs and Bylaws "like the back of their hand" said that the proposed lot split would be added to HOA since it would be built on a lot that is included in the HOA. Attorneys concluded that there is not anything in the CC&Rs and Bylaws that would prevent subdivision.

Bob Michaud- 909 Calle Verde- Tavan Estates Architectural Control Committee member. States he met with the HOA attorneys and they informed him that any legal costs related to amending CC&Rs and Bylaws for the 75th lot would be the responsibility of the new home owner.

Soren Prestemon- 938 Tavan Estates Dr.: States that the project would not affect his household directly, but is concerned about potential of other lots to subdivide.

Keegan Fraschieri read **Attachment #1** below- **in support of lot split- against street improvements** to occur in Section VII of staff report.

5. Attachments:

Attachment #1- Letter of support from 956 Tavan Estates Dr. (1 of 3 homes that share cul-de-sac with applicant)

Attachment #2- Letter of support from 955 Tavan Estates Dr. (2 of 3 homes that share cul-de-sac with applicant)

Attachment #3- Letter of support from 943 Tavan Estates Dr (3 of 3 homes that share cul-de-sac with applicant)

Attachment #4- Letter stating the reasons why the above addresses (including applicant) are opposed to Street Improvements in Section VIII of Staff Report, and to request all improvements be included in a Deferred Improvement Agreement.

Attachment #5- E-mail regarding CC&R and Bylaws from the Head of Architectural Control Committee of Tavan Estates HOA, stating attorney confirmed HOA cannot prevent a subdivision.

Attachment #6: Recent Preliminary Title Report describing scenic easement on 950 Tavan Estates Dr.

Attachment #7: Transcription of recording of 6/22 public hearing obtained from Laura Austin at the City of Martinez.

Rec'd @ 2A 2016-06-22

June 22, 2016

Attachment #1

The Manger
City of Martinez,
525 Henrietta Street
Martinez, CA 94553

Dear sir/Madam,

I am the resident of 956 Tavan Estates Dr. I am writing to support my neighbor, Mr and Mrs Mark Fraschieri at 950 Tavan Estates Dr. in their proposal to rezone so that they can build another house for their son, Keegan. I have known the family since 1987. They are model residents of the community. Kind and helpful. Highly respected for their integrity and the welfare of the neighborhood. The four household occupants in the cul-de-sac live in harmony with respect and considerations. I am positive that the 5th household from their family will further enrich the neighborhood. I respectfully support the Fraschieri to build a house in their lot for their son.

Sincerely yours



Paul H. Kwok
956 Tavan Estates Dr
Martinez, CA 94553

Rec'd 026 2016-06-22

Attachment #2

Ray & Sally Hammons
955 Tavan Estates Drive
Martinez, CA 94553
925-370-6354

June 21, 2016

TO: City of Martinez

RE: Proposed Subdivision Project at 950 Tavan Estates Drive

We are unable to attend the public hearing scheduled for June 22, 2016, but wish to express our support of the proposed subdivision project at 950 Tavan Estates Drive. Our home is directly across the street from the property at 950 and we do not anticipate any negative impact to the neighborhood if the project is approved as requested.

We would also like to register our opposition to any contingent requirement to widen Tavan Estates Drive or otherwise create additional street parking. The problems caused by people and dogs from outside the neighborhood using the Tavan Estates cul de sac as a staging area for Briones Park have been well documented. Additional parking in proximity to the park entrance will only exacerbate existing problems.

Thank you for your consideration.



Ray Hammons



Sally Hammons

Rec'd @ 2A 2016-06-22

June 21 2016
Tavan Estates Drive
Martinez, CA 94553

Attachment #3

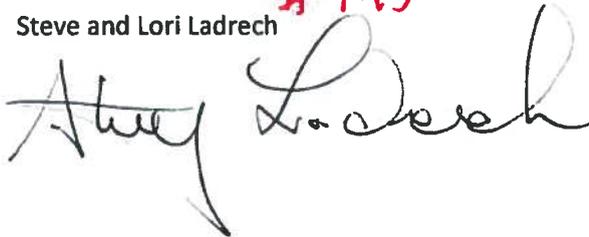
City of Martinez Planning Commission and Engineer:

We write in regards to the subdivision proposal at 950 Tavan Estates Drive in Martinez. I would like to indicate our support for Frascieri family's effort to subdivide their lot. We have very much appreciated their communications with us from the beginning of this project. We have no concerns about the subdivision or the additional home.

However we are very concerned about and absolutely against any proposed changes to the street in front of our house or the court adjacent to this project to include additional parking or access. We bought this house because of the developments effort to create a rural feeling in a quite secluded neighborhood. In particular, we love the specific feel of our home due to the lack of sidewalks and street parking. We require no additional parking. There are already problems from the numerous cyclists and hikers that park and stage their use of Briones Regional Park in what was intended as a neighborhood walking entrance into the park. There is an ample staging area for the park approximately 2 minutes from our neighborhood. We are awoken regularly by the acceleration of vehicles, honking of car horns (locking them remotely), slamming of car doors, loud conversations, barking dogs, and dogs off leash. As well this also occurs when the park is supposed to be closed, before sunrise and after dark. This means people are parking in our neighborhood at night. We would like solutions to these problems not additional parking encouraging more.

Sincerely,

Steve and Lori Ladrech

#943


Rec'd 2016-06-12 @ 2:25

April 4, 2016

Attachment #4

525 Henrietta Street
Martinez, CA 94553

City of Martinez Engineer:

This letter is in regards to the subdivision project at 950 Tavan Estates Drive, Martinez, CA 94553. The residences of 943, 950, 955 and 956 Tavan Estates Drive have been made aware that right-of way and property improvements would be made a requirement of the project, specifically including the completion of the Tavan Estates Drive frontage, with a widened paved section and permanent curb.

The aforementioned residences are opposed to this requirement for numerous reasons. In our cul-de-sac there is an access to Briones Regional Park with 4-hour parking. This has been a constant inconvenience, as people utilize this access to avoid regional park fees creating transient traffic, noise, burglary and animal waste issues in our neighborhood and close to all of our residences.

The Briones access was intended for our neighborhood and it has become a staging area, with the above inconveniences occurring on a daily basis (excluding burglary). The City Engineer's requirement would create additional parking, adding to the difficulties that our residences experience. As only 4 homes are accessed from this frontage with a proposed 5th requiring no additional street access, it is unnecessary to complete the above requirement as it would create more impervious areas than are needed for this particular rural area. Furthermore the frontage meets the fire department and other emergency vehicle access requirements.

We appreciate that the City Engineers have been willing to be flexible, but we would like to respectfully propose that the project moves forward with an exemption from their requirement. Please contact us or the Tavan Estates Home Owners Association if there are any questions or concerns, please consider our proposal.

Sincerely,

Tavan Estates



Keegan Fraschieri <kfraschieri@gmail.com>

Attachment #5

Re: 950 Tavan Estates Dr.

1 message

rmichaud909@att.net <rmichaud909@att.net>

Thu, Apr 28, 2016 at 5:09 PM

Reply-To: rmichaud909@att.net

To: Keegan Fraschieri <kfraschieri@gmail.com>, "mark@comparehvac.com" <mark@comparehvac.com>, Corina Fraschieri <cfraschie@comcast.net>

Cc: Karen Patterson <klp1@earthlink.net>, Larry Dobson <lwdobson13@gmail.com>, Steven Dannuzio <spdann1@gmail.com>, "marileealong@comcast.net" <marileealong@comcast.net>, Donna Darling <donnadarling@comcast.net>, "ebayweld54@att.net" <ebayweld54@att.net>, Michael Quontamatteo <axebelt@comcast.net>, Kyle cooper <kylecooper@gmail.com>

Hello Mr. Mark Fraschieri and Keegan Fraschieri,

The ACC committee has received your request to subdivide your lot located at 950 Tavan Estates Dr. Since this time, we have reviewed the current CCR and Bylaws and the ACC committee finds nothing specifically described therein that would give the committee authority to deny such a request. As such, this notice serves as a confirmation of your request to subdivide and an all clear to pursue your plans for subdividing as far as the CCR and Bylaws are concerned.

Assuming you successfully subdivide your lot through the process with the city, the new lot will be incorporated into the existing Home Owners Association By-laws and CC&R's and any cost associated for incorporating the new lots into these documents will also be born by the new lot owner. The new lot owner will then be expected to follow the guidelines set forth in the CCR's in order to review his/her new house plans, make any necessary adjustments, and gain approval for them.

We look forward to working with you further.

Sincerely,
Bob Michaud
Head of Architectural Control Committee
Tavan Estates HOA



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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**CHICAGO TITLE
COMPANY**

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
190 Hartz Avenue, #100 • Danville, CA 94526
(925)820-5700 • FAX (925)820-2698

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Stan Kline
Email: stan.kline@titlegroup.fntg.com
Title No.: FCLA-3831600358sk

Escrow Officer: Dione Majerus
Email: Dione.Majerus@ctt.com
Escrow No.: FCLA-3831600358 -DM

TO: Keegan Fraschieri

Attn: Keegan Fraschieri

PROPERTY ADDRESS(ES): 950 Tavan Estates Drive, Martinez, CA

EFFECTIVE DATE: March 7, 2016 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Albert Mark Fraschieri and Corina T. Fraschieri, husband and wife as joint tenants
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 365-321-001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARTINEZ, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 67, AS SHOWN ON THE MAP OF SUBDIVISION 4858, FILED JULY 15, 1976, IN MAP BOOK 186, CONTRA COSTA RECORDS, AT PAGE 28.

EXCEPTING THEREFROM:

ALL GAS, OIL AND/OR OTHER HYDROCARBONS OR MINERALS LOCATED MORE THAN 500 FEET BELOW THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT TO EXTRACT AND REMOVE THE SAME WITHOUT, HOWEVER, ANY RIGHTS OF SURFACE ENTRY FOR SUCH PURPOSES.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	05013
Tax Identification No.:	365-321-001
Fiscal Year:	2015-2016
1st Installment:	\$2,571.60, Paid
2nd Installment:	\$2,571.60, Open
Exemption:	\$7,000.00
Land:	\$157,401.00
Improvements:	\$255,035.00
Personal Property:	\$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose:	Scenic Easement
Affects:	A portion as shown on the map attached herein

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:	January 7, 1976
Recording No:	Book 7732, Page 259, of Official Records.

Said Covenants, Conditions and Restrictions do not provide for reversion of title in the event of breach thereof.

EXCEPTIONS
(continued)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 16, 1976
Recording No.: Book 7941, Page 206, of Official Records.

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 8, 1976
Recording No.: Book 8006, Page 438, of Official Records.

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 31, 2001
Recording No.: 2001-0223503-00, of Official Records.

Liens and charges as set forth in the above mentioned declaration,

Payable to: Tavan Estates Homeowners Association

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$535,000.00
Dated: February 14, 2011
Trustor/Grantor: Albert Mark Fraschieri and Corina T. Fraschieri, husband and wife as joint tenants
Trustee: Chicago Title Company
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for CMG Mortgage, Inc.
Loan No.: 91505969
Recording Date: February 23, 2011
Recording No.: 2011-0039684-00, of Official Records.

EXCEPTIONS
(continued)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. Under California Civil Code Section 2943.1 it is a requirement that the Trustor/Grantor of said Deed of Trust either immediately provide the beneficiary with the "Borrower's instruction to Suspend and Close Equity Line of Credit" or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

If the above credit line is being paid off, this Company will require that Escrow obtain written confirmation from the current Beneficiary that the account has been frozen prior to recording. Failure to do so will result in this Company holding funds at the close of Escrow until such confirmation is obtained from the Beneficiary.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: Keegan Fraschieri
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 950 Tavan Estates Drive, Martinez, California, to an Extended Coverage Loan Policy.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FCLA-3831600358-DM

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, **AS THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

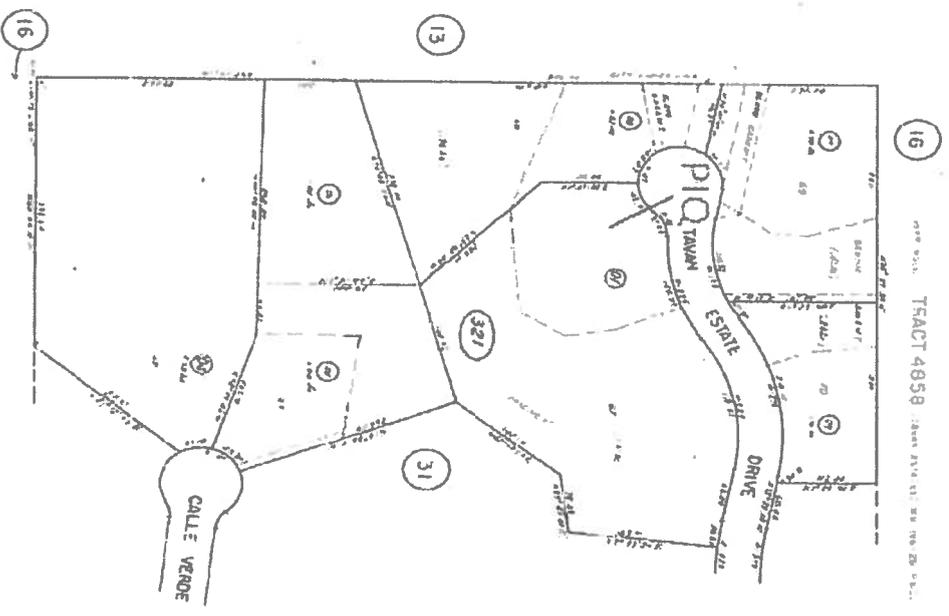
DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map plan is being furnished as an aid in locating the herein described land in relation to adjoining streets, actual boundaries and other land and is not a survey of the land depicted except to the extent a portion of the same is expressly modified by government action. The Engineer's duty and major function as delineated on this plan is to show the location of the land to be surveyed and to show the location of the same.



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COMITA COSTA COUNTY, CALIF.

Attachment #7

ZONING ADMINISTRATOR MEETING

WEDNESDAY, JUNE 22, 2016

4:00 P.M.

CITY HALL CONFERENCE ROOM

525 HENRIETTA STREET

P R O C E E D I N G S

1
2
3 Fraschieri Minor Subdivision: MS 551-16, 16PLN-0008
4

5 MR. SCOLA: Item number 2 is the Fraschieri minor
6 subdivision. And we're here to conduct a public hearing
7 to consider an approval of a minor subdivision for
8 creation of one new single-family residential lot, in
9 addition to the existing residence, to allow an
10 approximate 2.6-acre parcel to be divided into two lots
11 with each approximately 1.3 acres in size.

12 The new development will be limited to
13 approximately a quarter acre between Tavan Estates Drive
14 and the existing residence. No change or development
15 within the parcel's existing two-acre scenic easement is
16 proposed. The project in question is located at 950 Tavan
17 Estates Drive.

18 Okay. That's the project. And with that I
19 will ask Corey Simon, the staff planner, to do a little
20 presentation.

21 MR. SIMON: Once again, we don't normally use
22 this room, so we're normally on a table. Most are
23 familiar with the site. But, I mean, so the whole parcel
24 is a little over three acres, right, the entire parcel.
25 So as it exists now it's on a .6-acre portion that starts

1 with the rest of the scenic easement, so the proposal is
2 to cut basically the property in half. By minimum code
3 standards, when we say minimum 20,000 square feet, it can
4 theoretically include both zones. So that's how they were
5 able to make the application.

6 And the proposal would, basically, keep the home
7 site within the existing development envelope that has one
8 house, if approved there would be two. And there's no
9 home site yet proposed -- I mean, no home design, I should
10 say. And they would orient the front facing the shared
11 drive if it were approved.

12 Since this application came in we've talked to
13 some neighbors. We are aware of some more history of
14 Tavan Estates, and some of you will be able to share that
15 with the zoning administrator. But, anyways, are there
16 any questions of me at this time?

17 UNIDENTIFIED SPEAKER: So the green --

18 MR. SIMON: That's the scenic easement, right.
19 Like I say, that would be unchanged. It's already on the
20 map. It cannot be eliminated, but it would be divided.

21 MARK HUBBARD: Can you please point out the
22 existing home?

23 MR. SIMON: Yes. That's this here. And maybe --

24 MARK HUBBARD: Can you orient it toward Tavan
25 Estates Drive?

1 MR. SIMON: Tavan Estates Drive is up here.
2 Here's the cul-de-sac. The house is unusually far back
3 from the street. And maybe the applicant -- I'm not sure
4 why it was done that way. You built the house yourself,
5 right?

6 CORINA FRASCHIERI: Yes.

7 MR. SIMON: So it's an unusual situation where
8 the minimum here is 25, 25 there, but that was a choice I
9 think they made when they built the house.

10 MARK HUBBARD: And where does Calle Verde move in
11 behind that?

12 MR. SIMON: That's going to be way back here.
13 Down here.

14 UNIDENTIFIED: When is the house going to be
15 built?

16 MR. SIMON: Well, that's -- I mean, the applicant
17 can maybe speak to that.

18 MARK FRASCHIERI: In the gray area.

19 MR. SIMON: In the gray area.

20 MS. HUBBARD: In the gray area. The existing
21 home is --

22 MR. SIMON: Again, we don't have a much smaller
23 room. The existing house is here. The proposed second
24 house is here.

25 UNIDENTIFIED: The green area --

1 MR. SIMON: Right. And that's not changing.
2 Anything is possible but it's a whole different process.
3 That's actually very complex. Removing a scenic easement
4 takes four fifths vote of city council. It's a much
5 harder process. It hasn't been done yet.

6 MR. SCOLA: Everyone will have an opportunity to
7 speak on this, if you'd like to come up and speak on it.
8 Right now we're just -- if there's any --

9 MR. SIMON: Questions you have.

10 MR. SCOLA: -- questions you have. So you can
11 decide what questions you may want to come up and speak
12 on. Is there any more questions about the proposal that
13 Corey can answer?

14 UNIDENTIFIED: The scenic easement, how did you
15 find that? Is it on a map somewhere?

16 MR. SIMON: Yes. It's on the assessor's pages.
17 It's on the final map of the subdivision. Our zoning map
18 is open space, so it's on several locations.

19 KAREN PATTERSON: Can we request a copy of that
20 map?

21 MR. SIMON: Well, it's your assessor's parcel
22 pages. We can probably give you copies if you want them.

23 MARK HUBBARD: Is this project far enough along
24 to understand where the driveway is going to be?

25 MR. SIMON: Yes. They propose it would face

1 their existing driveway. It would face there.

2 UNIDENTIFIED: So there's no additional driveway?

3 MR. SIMON: Right.

4 CORINA: No additional driveway.

5 UNIDENTIFIED: What is the unimproved roadway?

6 How long is --

7 MR. SIMON: You're talking about a hundred feet
8 in front of the house, by definition 300 feet. About
9 400 feet.

10 ENGINEER: 4.7, five point.

11 MR. SCOLA: All right. Grab the recorder.

12 Generally we operate off a small table. This is an
13 opportunity for the applicant, if they want to come up and
14 speak, add any information, or provide the people here --
15 Tell us your name?

16 KEEGAN: My name's Keegan Fraschieri. I live at
17 950 Tavan Estates with my parents currently. And I've
18 been the one that's kind of driving this process. So our
19 application is in compliance with all building --
20 applicable zoning ordinances in Martinez, which is R-20.

21 We ran the project by our HOA -- HOA, and their
22 ACC, and they've confirmed that the CC&Rs and Bylaws are
23 silent for the subdivision, so it's a city decision. And
24 we have letters of support from the neighbors which we
25 share a cul-de-sac with. And I'll reserve the rest of my

1 comments until after everybody else speaks.

2 MR. SCOLA: Okay. Anyone else with the
3 applicant? Now I'll open the public hearing. And this is
4 an opportunity for anyone in the room who wants to get up
5 and speak about the project, for or against, or provide
6 any information they may have, they can come up to the
7 podium.

8 STEVE LADRECH: I have a letter to the
9 engineering planning commission. My name is Steve Adtech.
10 I live at 943 Tavan Estates Drive, which is the house --
11 the property down from the property directly across from
12 the Frascieri's. Am I saying it right? And so I'm just
13 here to speak to the fact that I've been very appreciative
14 of the Frascieri's of having talked with us early in the
15 project, checked with us in terms of what our thoughts
16 were, and letting us know what was going on so we were
17 able to think about it and look at it.

18 And one of the things that's important to me
19 about this is that when I bought the house one of the
20 things I loved so much about it was kind of the rural feel
21 that the neighborhood had created, and I'm assuming
22 intentionally when they built it.

23 For me personally I look across at all of the
24 scenic easement to their property, or at least the hill in
25 front of me. So I bought my house with a great affection

1 for that space being as it is. And I know there's no
2 building on the scenic easement. And I'm very happy about
3 that.

4 But I'm even -- what I'm concerned about is the
5 attached part of this that speaks to changing the street
6 itself. I like the street across from me exactly the way
7 it is. It feels like a rural street. We've got grass
8 that has to be tilled every year; oak trees; no parking;
9 no sidewalk. It's just a throughway to three houses, or
10 now four houses, perhaps, and that I like just as it is.
11 It's very, very important to me. It was a big part of why
12 I loved the house so much.

13 So that's just kind of my take. I have no
14 problem with the house being where it is. One, I can't
15 see it; two, it's a house on the street, so I don't see a
16 problem for me in that way at all. So the house is a
17 great location, but just no changes to the street.

18 MR. SCOLA: Okay.

19 MR. SIMON: What was your address again?

20 STEVE: 943. I think I put it on there.

21 MR. SCOLA: The street improvements have to be
22 done?

23 CORINA: So I wanted to read a letter, the
24 neighbors that live at -- across the street. So Sally and
25 Ray Hammons. I'm not sure of their house number. So

1 they're directly across the street from us, the big house.
2 They weren't able to be here, but she wrote a letter she
3 wanted me to read on her behalf. I can give you a copy of
4 that.

5 MR. SCOLA: Okay.

6 CORINA:

7 "We are unable to attend the public hearing
8 scheduled for June 22nd, but wish to express our support
9 of the proposed subdivision project at 950 Tavan Estates
10 Drive. Our home is directly across the street from the
11 property at 950, and we do not anticipate any negative
12 impact to the neighborhood if the project is approved as
13 requested.

14 "We would also like to register our opposition to
15 any contingent requirement to widen Tavan Estates Drive or
16 otherwise create additional street parking. The problems
17 caused by people and dogs from outside the neighborhood
18 using the Tavan Estates cul-de-sac as a staging area for
19 Briones Park have been well documented. Additional
20 parking in proximity to the park entrance will only
21 exacerbate existing problems.

22 "Thank you for your consideration.

23 "Ray and Sally Hammons."

24 MR. SCOLA: Okay. Do you have the copy of that?

25 CORINA: Yes.

1 MR. SCOLA: We can make a copy. Before you leave
2 I'll give it back to you. I can make a copy of it.

3 CORINA: Thank you so much.

4 UNIDENTIFIED SPEAKER: Question. During the
5 presentation on the map there was nothing mentioned about
6 increasing the size of Tavan Estates Road.

7 MR. SCOLA: Do you want to speak to that?

8 MR. SIMON: Well, the Tavan Estates Road, it
9 seems that something that's normally administrative has
10 become an issue for people. The original approval for
11 Tavan Estates Drive showed the street being finished. And
12 we don't know why at the time they built it they chose
13 this half street. There's a city-wide requirement that if
14 you do a certain cost of improvements to a lot you have
15 to, quote/unquote, finish your street.

16 Now, in this case nothing's really happening in
17 the scenic easement, so that would theoretically stay the
18 way it is. But since you are creating a new house, in
19 most situations if there's an occasional party where will
20 they park. This is a sort of universal city requirement
21 for unimproved streets. You fix your frontage for the
22 immediate use of this new residence. The fact you have
23 this additional conundrum with the staging area really
24 isn't part of what we're approving. There's sort of an
25 administrative process. It's really the department of our

1 city engineer, and that comes from the city code.

2 So we don't have authority of whether the
3 subdivision happens or not as to whether we can just, I
4 think due to public will, waive a universal code
5 requirement. I don't know if Dave can maybe add something
6 to that.

7 MR. SCOLA: We couldn't do that in this process.
8 But if the project was to go forward that would be a
9 condition of it, that area directly in front of the
10 property would have to be widened for parking.

11 MR. SIMON: Right.

12 UNIDENTIFIED: All the way down the hill?

13 MR. SCOLA: No. Just down to the scenic
14 easement.

15 MR. SIMON: I think the other unfinished
16 improvement, which I don't think would be as
17 controversial, is was intended to be a pedestrian pass,
18 and that would be built with the project as well. But the
19 curb would not be changed till you get in front of the
20 proposed home site.

21 CHRISTINA: Where would the pedestrian pass go?

22 MR. SIMON: It would start on the far side of the
23 hill, and go up and over the hill within the right-of-way.

24 MR. SCOLA: Do you have that? Are we going to
25 stick to our guns, or defer this?

1 MR. SIMON: If the room is more balanced. Let's
2 see what other folks have to say.

3 IZZAT: And to extend the sidewalk from the
4 cul-de-sac all the way to connect to the sidewalk. Would
5 be placed so many feet away from the pavement. That's
6 what the neighbors are opposing. But that's not the
7 applicant asking for it. It's a city requirement as a
8 condition.

9 MR. SCOLA: Where are we going to go with this?
10 This might be the last person to speak, and then we're
11 going to be -- we don't know if one more, or five more.

12 CHRISTINA: Christina Naughton. I live at 926
13 Tavan Estates Drive.

14 MR. SCOLA: Okay.

15 CHRISTINA: And I have no objection to a
16 single-family house going up there, but I do have
17 objection to more parking, or this sidewalk. We have in
18 the past had a lot of problems with people coming with
19 their dogs, and trucks flying up and down there, and just,
20 you know, people who are not responsible.

21 And that has lessened a little bit in the last
22 few years. And also I've walked up in the park and
23 there's beer cans and trash thrown around from teenagers
24 having parties up there. So I feel like adding any more
25 parking, and adding a sidewalk would just encourage that

1 behavior again. And we are in an extremely sensitive fire
2 zone around there. So people smoking and drinking up in
3 the park, that really concerns me.

4 BRIAN CISTERMAN: I agree.

5 MR. SCOLA: Anyone else?

6 DON LOVASIK: Good afternoon. My name is Don
7 Lovasik. I have lived in Tavan Estates since its
8 inception. I'm one of the original, long-term residents
9 of the development. And when I purchased the home there
10 was a set of CC&Rs in place that clearly state that the
11 homeowner's association, or Tavan Estates, or the CC&Rs,
12 whatever you want to call them, the project consists of
13 the underlying real property described in section 1.14,
14 including building on 74 building lots as shown on the
15 map. So I purchased my home with the understanding that
16 there would be 74 lots; no more. So I'm opposed to the
17 lot split.

18 MR. SCOLA: Okay.

19 DON LOVASIK: Because that is going back on the
20 agreement that was agreed between the city of Martinez and
21 the original developer. I don't see that there's a
22 precedent that needs to be started by subdividing lots
23 within Tavan Estates.

24 Secondly, I'll be against what the people are
25 saying about the road improvements. That's the only

1 section in the whole development that doesn't have
2 sidewalks, curbing, and full-width streets. So I think
3 it's incumbent, if the project goes forward, that the
4 developer or the applicant be required to improve the
5 entire length of Tavan Estates Drive with curb/sidewalks,
6 and permanent paving, notwithstanding the problems with
7 will use of the property at the end of the drive. Yes,
8 there are problems.

9 Lastly, with the idea of a single lane roadway up
10 there. When people do go up there is a hazard when
11 they're walking in the street with their dogs, and when a
12 car, vehicle comes along it's potentially unsafe.

13 Lastly, your Section 8 of the conditions of
14 approval, I -- again, this is addressing the roadway
15 improvements -- and I think the second paragraph should be
16 struck because it is incumbent that the improvements be
17 made to the roadway now and not subject to postponement by
18 the city engineer. Thank you.

19 MR. SCOLA: Anyone else?

20 MARK HUBBARD: Yes. I'd like to come up and say
21 hello and spend a minute or two. Hello everybody. My
22 name is Mark Hubbard, and we're the Hubbard family. We
23 live at 6724 Corte Tercera. And we moved here from
24 Illinois in 1979. So we're not original owners, but we
25 have lived there now for 37 years, if I'm doing my

1 arithmetic right. So we've been there for a long time.

2 Our original intent was to buy and build a home.
3 So we met with John Benson, the original developer of
4 Tavan Estates, and he showed us some lots in the Withers
5 area, and they were a bit expensive. They were
6 undesirable. In other words, we couldn't afford them.

7 So we looked at Tavan Estates. And he showed us
8 the three lots you have, and the one to the north side of
9 Tavan Estates Drive. And the first thing I asked John and
10 Todd was, "Can you put more than one home on these lots?"
11 And I'll tell you exactly what he said. He said,
12 "Everyone we have ever shown these lots to asks the exact
13 same question, and we always think, no, you can't. The
14 city would never allow it. The Tavan Estates Homeowner's
15 Association would never allow it." Do I have more time?
16 Can I address something else?

17 MR. SCOLA: Sure.

18 MARK HUBBARD: This was 1975. Fast forward. In
19 1985 a guy bought the lot to the north side of Tavan
20 Estates Drive, built a beautiful home, moved in. And
21 shortly thereafter he proposed to the Tavan Estates
22 Homeowner's Association, and he proposed his original home
23 and then 1, 2, 3 more homes along Tavan Estates Drive.
24 This was soundly turned down by Tavan Estates homeowner's
25 association. Thank goodness. Because we have new

1 neighbors now across the street.

2 MR. SCOLA: That's good for us.

3 MARK HUBBARD: The first day, and believe me when
4 these people came into Tavan Estates, I'm going to
5 summarize it now, and drove up Tavan Estates Drive and saw
6 those beautiful nesting ducks, and they saw the community
7 of deer at the end of the street, and they saw a beautiful
8 country setting, and then they went up to the cul-de-sac,
9 and Corinne, you have one of the most beautiful homes up
10 there in Tavan, or in the whole valley really, I think
11 when they came down their mind was already made up. And
12 if they'd seen a bunch of homes up there, and a lot more
13 parked cars, I think they probably would have had a
14 different opinion about Tavan Estates, which is a
15 beautiful area. Do I have any more time?

16 MR. SCOLA: You have as much time as you want.

17 MARK HUBBARD: Are you sure? I can go on.
18 There's a trap door... I just want to say just a couple
19 things about parking. I walk in the park a lot.
20 Everybody knows me. I walk in Briones Park every day.
21 And I usually go in off Reliez Valley Road and come back
22 down through Tavan Estates Drive. Everybody knows me.

23 But one week ago I walked down. Today is garbage
24 day. The garbage truck is coming up, I'm coming down.
25 And believe me I think if your garbage cans were out

1 there, I almost got run over. The streets inadequate.
2 Not just yours. I'm not picking on you guys and your
3 street. Every street and cul-de-sac in Tavan Estates is
4 inadequate. It's narrower than the standard street. And
5 I'm not an engineer. I don't know what the width of a
6 standard street is. I have no idea. But all of our
7 streets seem narrow. We only have sidewalks on one side.
8 More and more people have more and more cars. You back
9 out of your driveway. You got to be careful you don't
10 back into the guy parked on the street. And definitely
11 that street should be improved. It would be an
12 improvement for the whole community to improve that
13 street.

14 Public streets provide for public parking.
15 That's the concept. That's what we live with. You can't
16 live at the top of the hill and say, "Hey, I don't want
17 somebody parking here. Go park down the hill and walk up,
18 whatever you want to do." We've got to provide parking.
19 Parking is essential. There are areas where there's
20 off-street parking, but believe me if you provide
21 off-street parking, the guys come up there Sunday morning
22 and use your off-street parking, you're not going to be
23 happy, Mark, about it.

24 This is actually where I was going with this.
25 This is important. If somebody is parking up there they

1 have every right in the world to park on the street. It's
2 public parking. You can't restrict it. If somebody is
3 doing something in their car they shouldn't be doing when
4 they're parked in front of your house, call the Martinez
5 Police Department. They will take care of it. I think
6 that's all I've got to say. Anything else?

7 MR. SCOLA: No. I think you got it all. All
8 right. Anyone else?

9 BOB THOMPSON: I'd like to say something. My
10 name is Bob Thompson. My family and I live at 6705 Corte
11 Tercera. We've been there 21 years now. And I've watched
12 what they at one point called Ray's war. And Ray is the
13 resident that lives up at the top of Tavan Estates Drive.
14 And he got to the point where he'd begin to put vehicles
15 and trailers in the cul-de-sac so that other individuals
16 would not park there.

17 And I can't tell you how much, as odd as that
18 sounds, it truly helped the flow of traffic in that
19 neighborhood. We had an issue where people began to use
20 that cul-de-sac as a staging area to access egress into
21 Briones Park. And so what it created was unwanted
22 vehicles. Cars were broken into. We have a major issue
23 with individuals leaving their keys, or they left their
24 purse or their wallet, went for a hike and these cars were
25 broken into. So now we have people -- we have issues in

1 that neighborhood with crime. As great as that
2 neighborhood is we do. And by creating more parking --

3 Unfortunately, it's a very difficult area. It
4 never should have been set up as a point of egress to
5 general public. It shouldn't be. Fire egress,
6 understand; but for public egress it's not meant to be
7 that.

8 By improving the street and creating more parking
9 is only going to bring more people that are non-residences
10 in that neighborhood. And, Mark, I agree, public egress
11 and access, and safety on sidewalks is very important.
12 But because of Briones Park I don't think that's
13 appropriate. And nor should a builder, or the
14 homeowner be stuck with the burden of having to make those
15 improvements. So that's my take on that.

16 MS. HUBBARD: Bob, just to give a little history,
17 since I know a little history about this place, that road
18 originally was to be where the staging area for the park
19 entrance was.

20 BOB THOMPSON: I know.

21 MS. HUBBARD: And thank God for people like us,
22 the homeowner's association, Doug Pipes.

23 MR. SCOLA: Ma'am, come up. This is good on the
24 tape.

25 MS. HUBBARD: It was supposed to originally be

1 the entrance to the Briones Park. And with the
2 neighborhood, and a lot of help from a former DA, Doug
3 Pipes, we fought that entrance and moved -- were able to
4 move the entrance down to where it is currently now. So
5 just a little history of why that was that way.

6 And it has on occasion been proposed that we ask
7 the park district to put a gate there with just access to
8 people in the homeowner's for a key to that gate, and I
9 don't think that went anywhere.

10 But my problem with the house is, where do you
11 end; where do you stop the development from happening on
12 Tavan. And it was a planned community initially with
13 these homes planned the specific way with so many lots, so
14 many homes on the lots. And you let one more lot
15 subdivide, what's going to happen when the next guy says,
16 "I want to subdivide. I want to subdivide my lot." Et
17 cetera.

18 UNIDENTIFIED: I have a general question. Were
19 those three lots part of the original development?

20 MR. SCOLA: Yes, they were.

21 CORINA: That house got built a number of years
22 after the development. It wasn't part of the original --

23 MR. SIMON: But those three lots were created as
24 part of Tavan Estates subdivision. But they are part of
25 Tavan Estates and regulated by the CC&Rs.

1 BRIAN CISTERMAN: Brian Cisterman. I live at
2 6709 Corte Segunda; been there since '99, my wife and I,
3 and two boys. Thanks to the homeowner's association
4 board. They got out some very good information, educated
5 us, and sent out the permit, which I read through. So
6 much appreciated.

7 What I got from that is it's not really a
8 homeowner's association issue, it's between the
9 Fraschieri's and the city. The Section 8 street
10 improvements, well, I think it's been spoken to on both
11 sides, but it creates more problems than it solves. Our
12 neighborhood collectively, I know myself, has put
13 thousands of miles going up and down that street on
14 mountain bikes and running, and I've never had any close
15 calls. To my knowledge, nobody that I know of has been
16 injured walking up and down our street into the park.

17 And if Section 8-A of the permit is negotiable, I
18 hope that requirement can be waived. And if the cost of
19 the street improvements is a deal breaker for the family,
20 I think that would be a really sad -- it would be sad to
21 deny the family that opportunity because of what I feel is
22 an unnecessary improvement.

23 I had the blessing, actually, of having my father
24 live across the street from me on my street for the last
25 three years of his life. And I would just hate to see

1 this get hung up in regulations and things that I feel are
2 unnecessary. I'd like to think that our neighborhood
3 promotes family. And what a tribute to parents to have an
4 adult son, who's not coming home out of necessity but
5 because he wants to be close to his family, and I'd hate
6 to see something stand in the way of that.

7 So I'm in total support of the project. I know
8 one thing did come into my mailbox anonymously, I don't
9 know who from, but it said every street and court in Tavan
10 Estates has multi-acre lots, and that's not true. My
11 court, which is I believe 11 homes, nobody could subdivide
12 a lot on my court and put another home. They're not big
13 enough.

14 So we have a few larger lots in the neighborhood.
15 And I guess the possibility of future subdivisions exists,
16 but I hope we take it on a per-case basis. I see no
17 benefits to widening the street, putting in sidewalks for
18 reasons that have already been addressed. And I would
19 hope that this project goes forward without the Section
20 8-A requirements. Thanks.

21 JOHN McFADDEN: My name is John McFadden. I hope
22 you can understand the funny accent I've got. But anyhow,
23 my problem is where will this end? If it starts now,
24 where is it going to end? How many more lots? How many
25 more houses that people want to change? And once

1 something starts, how are you going to refuse the next
2 person that asks for permission.

3 It's not that I'm against people that want to
4 build there. I've lived here for 38 years, and it's
5 beautiful there. And I'd like to keep it that way.

6 MR. SCOLA: Okay. Did you want to come back up?

7 BOB THOMPSON: I do.

8 MR. SCOLA: If this was a council meeting you'd
9 only get to speak once.

10 BOB THOMPSON: Bob Thompson. If it is the city
11 that's requesting that there be improvements made to the
12 street, or to public egress and access, I think that one
13 thing that should be looked at, and the improvements
14 should be made at the crosswalk from Reliez Valley Road
15 into Tavan Estates neighborhood. They built a bike path
16 that dumps pedestrians right onto Reliez without the
17 safety of anywhere to cross.

18 I know Tim Tucker's been out there several times.
19 And in 21 years this was addressed by us, prior to us it
20 has been addressed by other neighbors, and there have been
21 quite a few near misses. And tragically I think it's
22 going to take a serious accident before it's addressed.
23 But the money would be much better spent by the city if
24 they make the improvements there at Reliez and into Tavan
25 Estates so we have a safe way to access the neighborhood

1 and the park.

2 MR. SCOLA: All right. That's Reliez at --

3 BOB THOMPSON: Reliez and Tavan Estates Drive.

4 MR. SCOLA: Okay.

5 BOB THOMPSON: Thank you.

6 LARRY DOBSON: Good evening everybody. Larry
7 Dobson, 964 Calle Verde, a member of your board at this
8 moment. I just want to come up and say before all of this
9 we communicated to the homeowner's as we could through
10 various meetings and e-mails. And we also, when they
11 approached us concerning this, we talked to the board
12 members. And through the CC&Rs we also then got into our
13 homeowner's association lawyer. And as I think the
14 e-mails that are coming out are describing all that
15 interaction.

16 And so as a board member we needed to stay
17 neutral because we have no ability to say yes and no.
18 It's between these folks and you folks on whether or not
19 they approve it. On that I do appreciate the community
20 coming out and voicing both opposing and, you know,
21 support of this. Because what we heard this afternoon is
22 that we are a community.

23 And that's one thing I wanted when I joined the
24 board is actually to bring us together and to become more
25 of the community.

1 Real quick, though, totally supportive of this.
2 I don't know of any other lots that can be subdivided.
3 But, in my mind, this house I got into was quite old. I
4 only can see a subdivision with a brand-new house actually
5 support my property value because there's a brand-new
6 house in there. There's so much work I need to do. My
7 house was a rental. I purchased it just a few years ago.

8 So in that sense I also love the thought of
9 having a father/son combo and actually bringing family in
10 there because that's one thing that I miss and I don't
11 have in my life. So I think that's a great idea and would
12 love to support that. Hopefully that's it for me.

13 MR. SIMON: The mechanics, the language that
14 talks about annexing lots in?

15 LARRY DOBSON: Annex, increasing from 74 to 75?

16 MR. SIMON: Right. Is there a machinery for
17 that?

18 LARRY DOBSON: And, actually, that's a great
19 timing. We don't -- no, you're on the ACC. No. But the
20 CC&Rs and Bylaw committee, though, that's what I was
21 looking for. Brian, are you? But, no.

22 So we do have a committee currently that's
23 reviewing the CC&Rs and Bylaws because they were outdated.
24 And from the advice from the lawyer, actually, at this
25 time we would during this process amend that to say 75

1 instead of 74. She says it's an amendment of sorts.

2 MR. SIMON: In other words, if someone in your
3 community was vehemently opposed there is a possible like
4 issue here in that -- you're being given advice that the
5 CC&Rs should be amended to allow this. That's all you
6 know for sure. It hasn't happened yet.

7 LARRY DOBSON: Correct.

8 KAREN PATTERSON: Well, what the lawyer said was
9 that you can add the extra lot on because the current
10 property is within the homeowner's association. So it's
11 just a matter of amending it to add that extra number on.
12 And that our current homeowner's laws do not prevent the
13 extra lot, and that the property is within the confines
14 of...

15 DON LOVASIK: The homeowner's would have to vote
16 on it.

17 LARRY DOBSON: You would have to vote on all the
18 CC&Rs and Bylaws as it is.

19 DON LOVASIK: Let me give you this. This has the
20 reference to the current Bylaws as to what I was talking
21 about up here.

22 LARRY DOBSON: And we can get our lawyers to
23 counter that because what we say --

24 DON LOVASIK: It's not a lawyer issue, sir.
25 That's all I'm saying. All I'm saying is it's 74 lots.

1 LARRY DOBSON: I don't want to get into this.
2 The additional lot will lie within the boundaries of the
3 subdivision lands and, therefore, would be subject to the
4 declaration, which is what, I believe, is what he's saying
5 there.

6 MR. SCOLA: Well, we can take this. We
7 couldn't -- we'd have to have our legal people look at
8 that.

9 LARRY DOBSON: And you are getting those e-mails?
10 Maybe you're not. We can put those out with e-mails, that
11 information. You gave the information. We'll give the
12 information. We'll let the city decide. I think that's
13 what I'm trying to say, was the board -- there's nothing
14 in the CC&Rs and the Bylaws that required us to do
15 anything. Which somebody said we've done that in the
16 past. Well, I kind of heard that was in the wrong, so...

17 MARK HUBBARD: May I speak, please? I'm a
18 homeowner association member in good standing, and this is
19 the second time you see me. I kind of got some
20 undertones of litigation going on there. And if that's
21 the case, and it could well come to that the way you're
22 talking, I do not -- let me finish.

23 LARRY DOBSON: That's not us.

24 MR. SCOLA: Just let him finish.

25 MARK HUBBARD: You can come up. I have the floor

1 right now. Excuse me. I do not want any of my money that
2 goes to the Tavan Estates Homeowner's Association going to
3 lawyers to counteract what Don Lovasik, and I, and other
4 good standing members have said. That's a mistake.

5 MR. SCOLA: It's noted.

6 KAREN PATTERSON: What the homeowner's
7 association are doing is we're getting clarification on
8 the Bylaws and CC&Rs from the attorney, and that's what
9 we're doing.

10 MR. SCOLA: It's best to be on the tape. Again,
11 we've never had this big of a group. And we've never had
12 to come in this room before.

13 MS. HUBBARD: A lot of people said they wanted to
14 come, but because of the short notice, and the time...

15 MR. SCOLA: Well, what we gauge it on is the
16 calls. We got one or two calls. That was it.

17 MS. HUBBARD: Nobody knew about it, really.

18 KAREN PATTERSON: I'm Karen Patterson from
19 6735 Corte Tercera, and I'm one of the board members.
20 When this first came about and we were having certain
21 neighbors inquire about things, we consulted with the
22 attorneys who have been longstanding attorneys with our
23 homeowner's association, and know our CC&Rs and Bylaws
24 like the back of their hand.

25 So we felt very confident going in to seeing them

1 and finding out, Do we have any issues with a subdivision
2 of this property. And they had concluded with us when we
3 met with them that there was nothing in the Bylaws or
4 CC&Rs to prevent the subdividing of the property.

5 Recently, just the other day, an e-mail was sent
6 to the president of the homeowner's association with
7 regards to the lot split. We forwarded those e-mails on
8 to the attorneys inquiring, "Is this an issue or not? Can
9 this be done?" And she researched it and sent us an
10 e-mail back representing the fact that the property, since
11 it's already within the homeowner's association, that it
12 can be divided and a new lot presented.

13 What we can do is get further clarification from
14 her. And then that's why we're consulting with her. We
15 don't want to have any issues with the homeowners. And we
16 want to clarify everything for everyone, given the facts
17 as we know them, and as the attorney is representing to us
18 so we don't have an issue.

19 What I'd like to do is, because somebody was
20 saying we'd have to vote as the community on an amendment
21 for the lot, adding the additional lot. So I'd like to
22 consult with the attorney on that and get her feedback.
23 And if we need to do that, we probably want to proceed
24 quickly on that so we don't prevent you guys from building
25 your new house.

1 And so what we will do is after this meeting we
2 will send this information back to the attorney, get her
3 advice on the situation, or what we have to do to go
4 forward on this. And we will send out an e-mail to
5 everybody.

6 MR. SCOLA: Okay.

7 BOB MICHAUD: I'm Bob Michaud. I live at 909
8 Calle Verde, and I'm on the architectural committee. Just
9 to address your concern, Mark, about any Tavan Estates'
10 moneys. In your defense, Karen, she couldn't -- she
11 missed the meeting because she was trying to come from
12 Hayward, and there was a big accident on the freeway and
13 she was late.

14 And I was at the meeting. And, basically, what
15 they said was that we needed to send the Frascieri's a
16 notification telling them that any legal costs, or
17 anything else that is going to impact our documents that
18 is going to cost -- that is going to take litigation, the
19 entire cost will be borne by the Frascieri family. And
20 we appended the letter and sent it to them. My e-mail
21 doesn't go back that far, but we sent -- you have the
22 letter, that any costs associated with changing any of the
23 Bylaws they have to pay for.

24 MARK HUBBARD: Thank you. I appreciate that.

25 MR. SCOLA: Anyone else? Okay.

1 SOREN PRESTEMON: So my name is Soren Prestemon.
2 938 Tavan Estates Drive. We have been there 15 years. So
3 we're neighbors just down the hill. So the Frascieri's
4 have been excellent neighbors throughout. And I think
5 when we first heard about it it was from the homeowner's
6 association. And we were concerned because we were
7 worried about the green space, and clearly that's not
8 going to be affected, so that was why my question earlier.

9 So the main question I had concern about was the
10 green space being -- if that were to be affected, and
11 apparently not, so that's good.

12 And then I think just to be deliberative about
13 this one of the implications down the road, and I think
14 it's worth thinking that through, so we have two big lots
15 right across the road from us and I would hate to see
16 those subdivided in the future.

17 At the same time I understand your concern. And
18 I don't think what is being proposed would affect us
19 directly. It's more the concern is down the road for
20 future lot subdivisions it might be harder to stop in the
21 future. So that's all.

22 MR. SCOLA: Okay. Anyone else?

23 MR. SIMON: Some background on the way city rules
24 and HOA rules interact. They're kind of like parallel,
25 independent systems. Neither can trump the other. And I

1 kind of use the analogy of going to the bank with the old
2 fashion safe deposit boxes. You're going to need both
3 keys to turn before you can get somewhere.

4 And we had a similar situation, a subdivision of
5 this era, where someone was proposing to split a lot that
6 when this neighborhood was created no one envisioned
7 splitting it. And there was, unbeknownst to all the
8 players in that particular situation, it's a bit like
9 number 74. They just wrote as the boilerplate one home
10 per lot. And we got embroiled in that.

11 And, basically, that particular project was
12 denied. And the proponent was told the first thing you
13 need to do is go through whatever legal process you need
14 to go through to make sure you cleared the CC&R issue. To
15 that applicant's credit he did solve that one problem.
16 But guess what, the other key wouldn't open. There was
17 other plan issues far more complex than this property.
18 But it was clear it's very bad for the city.

19 Everyone's talking about they're talking to their
20 attorneys. I have to check with ours. And the last thing
21 cities ever want to do is create a lot that may not be
22 buildable by other means. I mean, if there's a problem
23 with the CC&Rs, and they could never secure a building
24 permit because of litigation against that building permit
25 is probably not something we want to do.

1 So, again, parallel and independent systems.
2 Cities are not necessarily obligated to follow CC&Rs
3 private development rules, because usually it's more
4 clear. A neighborhood could have CC&Rs that all homes are
5 painted brown and beige, someone paints a purple house,
6 they haven't broken a city rule, but they have broken a
7 rule.

8 So just so you know this issue has come up in the
9 past with a similar situation and the city, basically,
10 suspended the review process, I think in that case it was
11 an action of denial, until this was resolved.

12 MR. SCOLA: Okay. The last opportunity, if
13 someone wants to speak.

14 KEEGAN FRASCHIERI: I just want to have a couple
15 documents that I want to just submit to you. One neighbor
16 who's here, who also wrote a letter of support, is at 956,
17 Paul Kwok. So I just want to add that. There's also an
18 e-mail which I have, which Bob was referring to earlier,
19 that touched on what he was referring to earlier:

20 "The ACC committee received the request to
21 subdivide the lot. We've reviewed the current CC&Rs and
22 Bylaws, and the ACC committee finds nothing specifically
23 described therein that would give the committee authority
24 to deny such a request. As such, this notice serves as a
25 confirmation of your request to subdivide and an all clear

1 to pursue your plans for subdividing as far as the CC&R
2 and Bylaws are concerned."

3 So the current CC&Rs and Bylaws are silent to
4 that. And so this is their e-mail confirming that we can
5 move forward with our subdivision application.

6 Another thing that I wanted to add was a letter
7 which documents our concerns with Section 8 of the staff
8 report with the -- which basically documents our concerns
9 in Section 8 which we agree with the neighbors that came
10 up and said that we don't -- we want to defer any street
11 improvements in Section 8, which is this letter that I'm
12 submitting with -- I also have e-mails from the neighbors
13 that are directly on our -- that we share a cul-de-sac
14 saying that they agree with everything in this letter that
15 I'm submitting.

16 Yes. And other than that, this project is a
17 family project. It arrived -- Brad Davis, who helped me
18 with this, we were exploring the option to build a second
19 unit, which we're legally entitled to do. We were having
20 trouble finding financing from a bank. So they didn't
21 want to be in second position to an existing mortgage.

22 So he thought -- he looked at the Martinez city
23 ordinances, saw that we had the opportunity to subdivide.
24 So this is purely a financing project, a means of building
25 a second unit close to my parents lot. It's creating no

1 additional street access to Tavan Estates Drive. We're
2 going to share our driveway. Like I said, the CC&Rs and
3 Bylaws are silent to it. It's a private matter.

4 And we understand that the staff, both the
5 engineering staff and the planning staff are recommending
6 that our application be approved. And Section 8 is the
7 only thing that we want to see deferred. And that's it.

8 MR. SCOLA: Anyone else? Okay. I guess at this
9 point we close the public hearing. And first off, I'd
10 like to thank everyone for coming out. Again, we weren't
11 expecting this many people. We had two phone calls.

12 And, you know, a lot of input has been provided
13 on the item. This needs to be looked at from, you know,
14 every aspect to make sure it's fair to everyone affected,
15 and it's consistent with our general plans, zoning
16 regulations, and the Tavan Estates EIR -- CC&Rs. Excuse
17 me.

18 No plans were submitted, house plans. I'm
19 surprised nobody brought that up. What's the house going
20 to look like? How tall is it going to be? How big? You
21 know, those types of things, you know, even though they
22 weren't required, they would have been helpful in making
23 the decision.

24 At this level, zoning administrator, we have
25 limited discretion. We have to go to our codes. We have

1 to read them. I heard a lot of people say that it was the
2 city's discretion. This is the very lowest level of
3 approval, the zoning administrator; limited discretion.

4 And, once again, we have to go over what the
5 black and white verbiage is in our codes. It sounded like
6 a lot of people wanted no change in the street; the access
7 area. And there are pre-established, non-discretionary
8 requirements for that. It wasn't like it was an
9 imposition placed on the applicant, or just an opportunity
10 to get a wider street. It's in the code that it needs to
11 be there.

12 I don't know. Corey, do you have anything else
13 to add? I mean, clarify on any of the things that have
14 been presented, or said?

15 MR. SIMON: Well, you know, one of the things
16 that I think some people called and talked to me about was
17 the nature of what does a 20,000 square foot lot mean.
18 And from an absolute minimal read of the code, you can't
19 include areas in your minimum 20,000 that are outside the
20 R-20 zoning district. And I know this happened throughout
21 Tavan Estates where another -- newer part to the north of
22 this neighborhood. They would say there are R-40 and open
23 space combinations, just like this has, are plenty in OS
24 combinations.

25 And the lot may actually be just a little over an

1 acre, but the portion within the R-40 is quite a bit less
2 than 40,000 square feet. So we know it's possible. But I
3 think where things like this get tricky is what's
4 possible, and what's really the intent is the one thing
5 that there is some gray area in because this subdivision
6 was built and designed, its twin to the north, at that
7 scale they kind of all understood that this is what we
8 mean by making a minimum, a half-acre minimum.

9 And while the code doesn't preclude splitting the
10 half-acre site, as we dug deeper into this, it was pretty
11 clear that when they were handling this project out in the
12 mid-70s, they did envision a total of three half-acre home
13 sites in this cul-de-sac. Now, these -- they aren't to
14 scale drawings, the '70s trace paper and sketch.

15 But I did -- one interpretive thing we had, and I
16 know some people asked the question, is that can you split
17 a .6-acre building site in half and still be consistent
18 with this half-acre minimum. And just because it meets
19 zoning minimums, it may not be consistent with the Tavan
20 Estates approvals, the EIR that led to those approvals
21 back in the '70s.

22 MR. SCOLA: Okay. Well, again, I want to thank
23 everyone for coming out. And I want to emphasize this
24 is -- the zoning administrator is the very lowest level.
25 We have limited discretion. But based on the information

1 that was presented, and the research that Corey and I have
2 done, I cannot concur with the staff's recommendation for
3 approval.

4 And with that I will deny the proposed parcel
5 map, and find it's not in conformity with the city's
6 general plan. And it's not consistent with the Tavan
7 Estates EIR mitigation and approved subdivision plan.

8 Anyone that wants to appeal this decision has ten
9 days to appeal it to our planning commission, and that
10 would be up to July the 7th. So with that I will close
11 the meeting.

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