

# STAFF REPORT

## SAUSALITO ZONING ADMINISTRATOR

**Project** Patterson Temporary Storage / 2 Canto Gal Road and 77 Wolfback Ridge Road  
Minor Use Permit MUP 11-123

**Meeting Date** March 15, 2012

**Staff** Heidi Burns, Associate Planner *HB*

### REQUEST

Approval of a Minor Use Permit to approve a Temporary Use to allow the after-the-fact and continued temporary storage of personal items (i.e., cars, trailers, storage containers, etc.) and building materials on 77 Wolfback Ridge Road (Lot 4- APN 200-310-12) and 2 Canto Gal Road (Lot 5- APN 200-310-13) of the Wolfback Estates Subdivision.

### PROJECT INFORMATION

**Applicant/Owner** Alan Patterson

**Location/Size** 77 Wolfback Ridge Road; APN 200-310-12; 35,240 Square feet  
2 Canto Gal Road; APN 200-310-13; 37,566 Square feet  
see **Exhibit B** for vicinity map

**General Plan** Very-Low Residential

**Zoning** R-1-20

**Authority** Temporary Uses are permitted via a Minor Use Permit pursuant to Section 10.44.310 of the Zoning Ordinance

**CEQA** The project consists of the installation and use of storage containers on a temporary basis and is categorically exempt pursuant to Section 15303(e) (New Construction and Conversion of Small Structures) of the California Environmental Quality Act Guidelines.

### PROJECT DESCRIPTION

#### SITE LOCATION

**Neighborhood:** The neighborhood consists of single-family homes on large lots, consistent with the R-1-20 zoning classification.

**Subject Parcels:** The project site consists of two parcels. The first parcel is known as 77 Wolfback Ridge Road (Lot 4 of Wolfback Estates Subdivision). The second parcel is known as 2 Canto Gal Road (Lot 5 of the Wolfback Estates Subdivision). The subject parcels are contiguous and accessed from a driveway easement off Wolfback Ridge Road. A 15-foot wide driveway easement is situated on 77 Wolfback Ridge Road and is appurtenant to 69 Wolfback Ridge Road (Lot 3) of the Wolfback Estates Subdivision. A 20-foot wide roadway easement is also situated on subject 1 Canto Gal Road (Lot 5) and provides access to 1 Canto Gal Road (APN 200-130-49) as well as the lots listed on the approved Wolfback Estates Subdivision Map.

#### PROJECT DESCRIPTION

The applicant is requesting a minor use permit to allow the after-the-fact issuance of a Minor Use Permit to allow the temporary storage of personal items (i.e., cars, trailers, storage containers, etc.) and building materials on 77 Wolfback Ridge Road and 2 Canto Gal Road of the Wolfback Estates

Subdivision (see **Exhibit C** for the project materials and **Exhibit D** for photographs of the project site) for up to two years as may be permitted by the Zoning Ordinance.

## **BACKGROUND**

### **Wolfback Estates Subdivision**

**Settlement Agreement** – The project parcels are subject to the parameters of the 1993 Settlement Agreement between Allan Patterson, Carolyn Wean, and the City of Sausalito for the Wolfback Estates Subdivision. The Settlement Agreement addresses the following issues related to the development of the lots within the Wolfback Estates Subdivision:

- ✓ Number and location of lots
- ✓ Notice to the Golden Gate National Recreation Area (GGNRA)
- ✓ Visual Impact Mitigations
- ✓ View Protection Easement
- ✓ Architectural Standards
- ✓ Landscaping Controls
- ✓ Deed Restrictions
- ✓ Water Service
- ✓ Sewage Disposal
- ✓ Drainage and Stabilization
- ✓ Mission Blue Butterfly Habitat
- ✓ Cultural Resources
- ✓ Noise Mitigations
- ✓ External Roadways
- ✓ Extent of Development

The Settlement Agreement includes the mitigation measures identified in the Final Environmental Impact Report (EIR) prepared for the Wolfback Estates Subdivision by Wagstaff and Associates. The Final EIR was certified by the City on January 24, 1990.

The applicant's attorney has provided a letter which indicates the storage containers are a consistent use with the Settlement Agreement (see **Exhibit E**). The City Attorney has provided a response letter which indicates that building materials and equipment used for construction may be stored on or adjacent to the construction site so long as a valid building permit is in effect (see **Exhibit F**). There are no active and/or pending building permits for development on the subject project sites.

## **PROJECT ANALYSIS**

### **GENERAL PLAN CONSISTENCY**

To approve the proposed project the Zoning Administrator must determine that the project is consistent with all applicable General Plan policies. Staff has identified the following policies as most relevant to the proposed project:

**Objective LU-1.0: Protect and Maintain the Character of Residential Neighborhoods.** Maintain the character, diversity, and long term viability of City's residential neighborhoods by establishing residential land use districts that reflect the predominant land use, scale, density, and intensity of existing development.

**Policy LU-1.1: Very Low, Low, and Medium Low Density Residential.** Protect and preserve the existing single family areas as described in Table 2-1, General Plan Land Use Categories.

**Program LU-1.1.2: Community Design Policies.** Review all proposed development in accordance with City design policies and background discussed in the Community Design Element.

**Objective CD-1.0: Scale and Architectural Diversity.** Strive to retain the village like quality of Sausalito by respecting the City's existing scale and promoting diverse architecture that is in harmony with neighboring structures.

**Policy CD-1.2: Architectural Innovation.** Encourage projects which promote architectural quality and innovative solutions rather than conformity to standard designs.

**Policy CD-1.3: Neighborhood Compatibility.** Provide that all new residential structures, all residential structures that are to be removed a replaced, and those structures that are to be significantly remodeled, are designed to complement their setting and other buildings in the neighborhood.

Staff suggests the temporary storage of personal items (i.e., cars, trailers, storage containers, etc.) as a stand-alone use on vacant residentially-designated property is not consistent with the intent of the General Plan Objectives, Policies, and Program identified above. In support of the aforementioned statement, the storage of personal items (i.e., automobile, storage containers, trailer, etc.) does not reflect the predominant single family land uses or the adjacent open space land uses associated with the Golden Gate National Recreation Area. Furthermore, the placement of metal storage containers in a residential neighborhood is neither in harmony with the neighboring residential structures, nor promotes a design which complements the setting or other buildings along Wolfback Ridge Road and Canto Gal Road.

**ZONING CONSISTENCY**

The project site is located within the R-1-20 Single-Family Residential Zoning District. The R-1-20 Zoning District provides for very-low to low-density, detached single-family residences. Accordingly, the following development standards apply to the project parcels. The development standards are intended to reflect the scale, character, and intensity of the existing neighborhood:

R-1-20 Development Standards	Applies to all parcels located in the R-1-20 Zoning District
Parcel Area:	20,000 sq. ft.
Land Use:	Single-Family Residential
Dwelling Units:	1 du/ parcel
Setbacks:	
Side <sup>1</sup> /Southwest:	10'
Side <sup>1</sup> /Southeast:	10'
Side <sup>1</sup> /Northwest:	10'
Rear <sup>1</sup> /Northeast:	20'
Height:	32'
Building Coverage:	30% max
Floor Area:	0.35 FAR max
Impervious Surface:	65% max
Parking:	2 spaces

Permitted land uses within the R-1-20 Zoning District include the following:

Community Centers	CUP
Private club or recreation facility	CUP
Parks, playgrounds	P
Religious Institutions	CUP
Schools- Elementary	CUP
Temporary uses and events	MUP
Home Occupations	P
Mobile Homes	MUP
<b>Residential accessory uses</b>	<b>P</b>
Residential care homes, 6 or fewer clients	P
Secondary dwellings, existing	CUP
Single family dwellings	P
Agricultural accessory structures	P
Animal raising and keeping	P
Large Family care homes	MUP
Small family care homes	P
Offices, temporary	MUP
Public utility facilities, minor	MUP
Public utility facilities, major	CUP
<b>Storage, accessory</b>	<b>P</b>
Wireless communication facilities	See Chapter 10.45 (Standards and Criteria for Wireless Communications Facilities)
Pipelines and transmission lines	P
<p>* Zoning Permit required for all allowed uses.  P Permitted use  MUP Minor Use Permit required  CUP Conditional Use Permit required</p>	

As depicted in the above land use table, "Residential Accessory Uses" and "Accessory Storage" are permitted in the R-1-20 District provided the uses are consistent with the applicable standards listed in the Zoning Ordinance Section 10.44.020 (Accessory Uses and Structures) and Section 10.44.050 (Accessory Storage).

Residential Accessory Uses are defined by the Zoning Ordinance as follows:

**"Residential Accessory Uses.** Includes any use that is customarily part of, and clearly incidental and secondary to, a residence and does not change the character of the residential use. Such uses include accessory structures such as swimming pools, spas and hot tubs, workshops, studios, greenhouses, garages, solar panels, propane tanks, and similar equipment. Includes home receiving antennae for earth-based TV and radio broadcasts. The storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property is included under the definition of 'Storage, Accessory.' See Section 10.44.020 (Accessory Uses and Structures) for specific use requirements applicable to residential accessory uses." (Exhibit G)

Accessory Storage is defined as follows:

**“Storage, Accessory.** *The indoor or outdoor storage of various materials on the same site as a principal building or land use that is other than storage, which supports the activities or conduct of the principal use. Includes the storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. See Section 10.44.050 for specific use requirements applicable to accessory storage.” (Exhibit H)*

Both accessory land uses can only be permitted when they are incidental to a primary residential use. Since neither Lots 4 or Lot 5 have been developed, the storage of personal items on vacant property cannot be permitted because there is not a primary residential use on either parcel.

A Minor Use Permit is the only authorization which may permit the storage of personal items on vacant property within the R-1-20 Zoning District. Pursuant to Section 10.44.310 (Temporary Uses and Events), any use, except mobile homes, may be authorized on a temporary basis for up to a maximum of one year in any zoning district (see **Exhibit I**). The temporary use of the property is subject to approval of a Minor Use Permit. Accordingly, the Zoning Administrator may approve or conditionally approve or deny a Minor Use Permit to approve a temporary use subject to affirmatively making the findings listed in Section 10.58.050 (see **Exhibit J**).

Upon review of the project as it relates to the requisite Minor Use Permit findings, staff suggests the following findings cannot be made and therefore staff cannot support the approval of the project as follows:

*Finding B. The proposed use is consistent with the General Plan, the purposes of the Zoning Ordinance, and the purposes of the applicable zoning district.*

As noted in the General Plan section of the staff report, the temporary storage of personal items as a stand-alone use on vacant property is not consistent with the intent of the General Plan. Specifically, the storage of personal items does not reflect the predominant single family land uses designation or the adjacent open space land uses associated with the Golden Gate National Recreation Area. Furthermore, the placement of industrial-type metal shipping containers and stand-alone construction trailers (not associated with an active construction project or building permit) in a residential neighborhood is neither in harmony with the neighboring residential structures, nor promotes a design which complements its setting or other buildings along Wolfback Ridge Road and Canto Gal Road.

*Finding C. The proposed use, together with the applicable conditions, will not be detrimental to the public health, safety, or general welfare of the City.*

The temporary storage of personal items on large vacant residentially zoned parcels adjacent to and visible from the well utilized Golden Gate National Recreation District lands could lead to increased trespassing and vandalism, which in turn could impact the public health, safety, and/or general welfare of the residents of the Wolfback Ridge neighborhood. Furthermore, the City has received letters of concern relating to safety, trespassing, vandalism, rodents, and negative impacts on property values.

*Finding E. The proposed use or facility is properly located relative to the community as a whole and to land uses and transportation and service facilities in the vicinity.*

The temporary storage of personal items as a stand-alone storage use is typically considered to be a warehousing use located in the industrial and commercial zoning districts. Conversely, staff would support the use of storage containers and a temporary construction trailer upon approval of the necessary discretionary land use permits for construction of a single family residence in the neighborhood subject to certain conditions of approval (e.g., location of the storage containers and structures; screening of temporary structures; and removal of structures). Furthermore, the City has received 11 letters from property owners within the Wolfback Ridge neighborhood opposing the storage use in the neighborhood. Lastly, the property owners (Allman and Butz) which abut Lot 5 have written letters indicating they are most impacted by the use and aesthetics of the site and do not support the vacant parcels being utilized for outdoor storage purposes.

*Finding F. The size and shape of the subject property is adequate to provide features needed to ensure reasonable compatibility with land uses normally permitted in the surrounding area. Features may include but not be limited to yards, open spaces, walls and fences, parking, loading, landscaping, and such features as may be required by this Title or the Commission.*

The temporary storage of personal items on vacant property as a stand-alone storage use is not a compatible land use in a residential neighborhood as indicated in the above Findings B, C, and E.

*Finding H. The proposed use will not materially adversely affect nearby properties or their permitted uses.*

The location and use of the storage containers, the construction trailer, and the miscellaneous storage of personal and construction items will negatively impact the visual qualities and aesthetics of the residential neighborhood and nearby properties. Additionally, the City has received 11 letters stating concerns regarding the current "unsightly" conditions of the property, safety, inappropriate industrial land use in the residential neighborhood, and that the use of the vacant lots for storage purposes is aesthetically incompatible with the neighborhood.

#### **CONCLUSION**

Staff concludes that five of the nine Minor Use Permit findings listed in Section 10.58.050 of the Zoning Ordinance cannot be made. Therefore, staff cannot support the approval of the after-the-fact proposed use.

#### **PUBLIC NOTICE AND CORRESPONDENCE**

- March 1, 2012 – Notices were mailed to all residents and property owners within 300 feet of the project site.
- Correspondence received is provided in **Exhibit K**

The City has also received a phone complaint from Velia Butz, property owner of 1 Rosebowl Drive. Ms. Butz stated concern regarding the use of Mr. Patterson's property for temporary storage and requested the storage containers be removed.

## **RECOMMENDATION**

Staff recommends the Zoning Administrator approve the attached draft resolution (**Exhibit A**) which denies a Minor Use Permit to allow the issuance of a Temporary Use Permit to allow the temporary storage of personal items (i.e., cars, trailers, storage containers, etc.) and building materials on 77 Wolfback Ridge Road (Lot 4) and 2 Canto Gal Road (Lot 5) of the Wolfback Estates Subdivision.

Alternatively, the Zoning Administrator may:

- Continue the hearing for additional information and/or project revisions;
- Approve the Minor Use Permit, and direct Staff to return with a Resolution of approval; or
- Refer the matter to the Planning Commission.

## **EXHIBITS**

- A. Draft Resolution
- B. Vicinity Map
- C. Project Description prepared by the applicant, date-stamped September 2, 2011
- D. Site Photographs taken by staff on January 16, 2012
- E. Letter from Malcolm Leader-Picone, date-stamped January 25, 2012
- F. Letter from Mary Wagner, date-stamped February 7, 2012
- G. Section 10.44.020, Accessory Uses and Structures
- H. Section 10.44.050, Accessory Storage
- I. Section 10.44.310, Temporary Uses and Events
- J. Section 10.58.050, Minor Use Permit Findings
- K. Public Comment Letters
  1. Marie Sparks Allman, date-stamped December 19, 2011
  2. Fred Searls and Claudia Horthy, date-stamped January 11, 2012
  3. Karen Scholz-Grace and John Heisse, date-stamped January 12, 2012
  4. Vipul Patel, date-stamped January 12, 2012
  5. Steven Foland, date-stamped January 12, 2012
  6. Richard Zolezzi, date-stamped January 12, 2012
  7. Jay Saccone, date-stamped January 12, 2012
  8. Esta Swig, date-stamped January 12, 2012
  9. Mathew Naythons, date-stamped January 19, 2012
  10. Peter and Cecile Erickson, date-stamped March 7, 2012
  11. Velia Butz, date-stamped March 8, 2012

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**ZONING ADMINISTRATOR  
RESOLUTION NO. 2012-XX**

**DENIAL OF A MINOR USE PERMIT TO ALLOW A TEMPORARY STORAGE OF  
PERSONAL ITEMS AT 77 WOLFBACK RIDGE ROAD AND 2 CANTO GAL ROAD  
(MUP 11-123)**

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**WHEREAS**, Property owner and applicant Alan Patterson is requesting approval of a Minor Use Permit to allow the after-the-fact and continued temporary storage of personal items (i.e., cars, trailers, storage containers, etc.) and building materials on 77 Wolfback Ridge Road (Lot 4- APN 200-310-12) and 2 Canto Gal Road (Lot 5- APN 200-310-13) of the Wolfback Estates Subdivision; and

**WHEREAS**, the Zoning Administrator conducted a duly-noticed public hearing on March 15, 2011 at which time all interested persons were given an opportunity to be heard; and

**WHEREAS**, the Zoning Administrator has reviewed and considered the project information prepared by Alan Patterson and date-stamped received on September 2, 2011; and

**WHEREAS**, the Zoning Administrator has received and considered all oral and written testimony on the subject application; and

**WHEREAS**, the Zoning Administrator has reviewed and considered the information contained in the staff report for the proposed project; and

**WHEREAS**, the Zoning Administrator finds that, as conditioned herein, the proposed project is consistent with the General Plan and complies with the Zoning Ordinance requirements as described in the staff report; and

**WHEREAS**, approval of the proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303(e), New Construction and Conversion of Small Structures.

**NOW, THEREFORE, THE ZONING ADMINISTRATOR HEREBY RESOLVES AS FOLLOWS:**

1. The Minor Use Permit is denied based upon the attached findings (Attachment 1).
2. The existing storage of personal items (i.e., storage containers, construction trailer, cars, vehicle trailers, and outdoor storage of miscellaneous items) (i.e., cars, trailers, storage containers, etc.) shall be moved from 77 Wolfback Ridge Road and 2 Canto Gal Road within ten business days of the date of this resolution.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Graves, AICP  
Zoning Administrator

**ATTACHMENTS**

- 1- Findings
- 2- Conditions of Approval

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*Exhibit A  
( 3 pages )*

**ZONING ADMINISTRATOR RESOLUTION**

**March 15, 2012**

**MUP 11-123**

**77 Wolfback Ridge Road**

**2 Canto Gal**

**ATTACHMENT 1:  
FINDINGS FOR DENIAL**

**1. MINOR USE PERMIT FINDINGS**

In accordance with Zoning Ordinance Section 10.58 (Minor Use Permit), the Minor Use Permit is denied since the following requisite findings cannot be made.

***Required Findings – Section 10.58.050***

- B. The proposed use is consistent with the General Plan, the purposes of the Zoning Ordinance, and the purposes of the applicable zoning district.

*As noted in the General Plan section of the staff report, the temporary storage of personal items as a stand-alone use on vacant property is not consistent with the intent of the General Plan. Specifically, the storage of personal items does not reflect the predominant single family land uses designation or the adjacent open space land uses associated with the Golden Gate National Recreation Area. Furthermore, the placement of industrial-type metal shipping containers and stand-alone construction trailers (not associated with an active construction project or building permit) in a residential neighborhood is neither in harmony with the neighboring residential structures, nor promotes a design which complements its setting or other buildings along Wolfback Ridge Road and Canto Gal Road.*

- C. The proposed use, together with the applicable conditions, will not be detrimental to the public health, safety, or general welfare of the City.

*The temporary storage of personal items on large vacant residentially zoned parcels adjacent to and visible from the well utilized Golden Gate National Recreation District lands could lead to increased trespassing and vandalism, which in turn could impact the public health, safety, and/or general welfare of the residents of the Wolfback Ridge neighborhood. Furthermore, the City has received letters of concern relating to safety, trespassing, vandalism, rodents, and negative impacts on property values.*

- E. The proposed use or facility is properly located relative to the community as a whole and to land uses and transportation and service facilities in the vicinity.

*The temporary storage of personal items as a stand-alone storage use is not compatible with a single family residential neighborhood as supported by Findings B and C. Furthermore, the City has received 11 letters from property owners within the Wolfback Ridge neighborhood opposing the storage use in the neighborhood. Lastly, the property owners (Allman and Butz) which abut Lot 5 have written letters indicating they are most impacted by the use and aesthetics of the site and do not support the vacant parcels being utilized for outdoor storage purposes.*

- F. The size and shape of the subject property is adequate to provide features needed to ensure reasonable compatibility with land uses normally permitted in the surrounding area. Features may include but not be limited to yards, open spaces, walls and fences, parking, loading, landscaping, and such features as may be required by this Title or the Commission.

*The temporary storage of personal items on vacant property as a stand-alone storage use is not a compatible land use in a residential neighborhood as indicated in the above Findings B, C, and E.*

- H. The proposed use will not materially adversely affect nearby properties or their permitted uses.

*The location and use of the storage containers, the construction trailer, and the miscellaneous storage of personal and construction items will negatively impact the visual qualities and aesthetics of the residential neighborhood and nearby properties. Additionally, the City has received 11 letters stating concerns regarding the current "unsightly" conditions of the property, safety, inappropriate industrial land use in the residential neighborhood, and that the use of the vacant lots for storage purposes is aesthetically incompatible with the neighborhood.*

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VICINITY MAP  
2 Canto Gal Road  
77 Wolfback Ridge Road  
MUP 11-123



Project Site

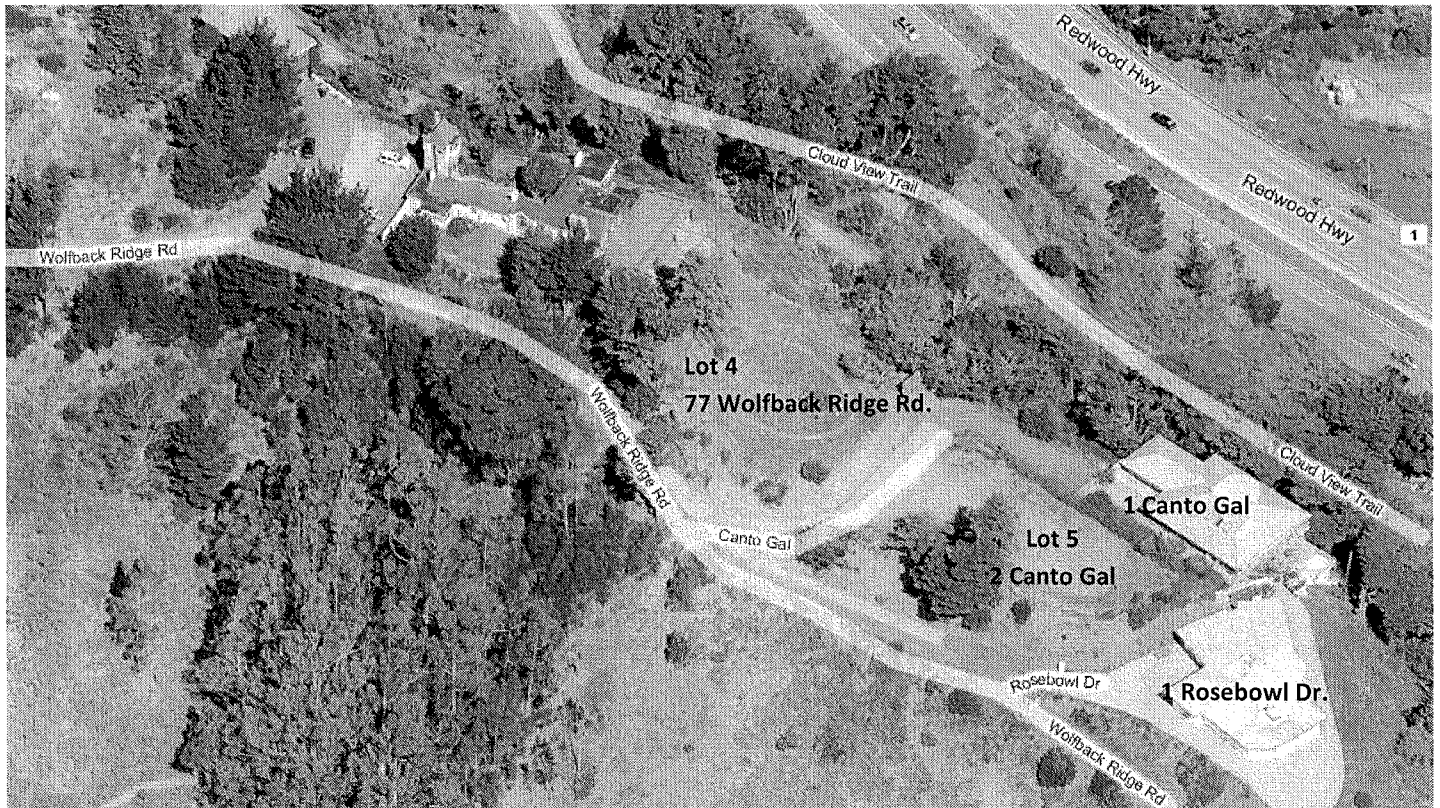


Exhibit B  
(1 page)

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**Alan Patterson**  
**PO Box 1**  
**Sausalito, CA**  
**94966**

RECEIVED  
SEP - 2 2011  
CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

Heidi Burns, AICP  
Associate Planner  
Community Development Department  
Sausalito, CA 94965

Dear Ms. Burns,

I am requesting a Minor Use Permit for construction offices and storage units for construction materials, located in Wolfback Estates, Lot 5 etc., Sausalito, CA. The purpose of these units is for ongoing construction of the completion of the Sub-Division known as Wolfback Estates on Wolfback Ridge Road. It includes the housing of construction supplies, equipment and all other things necessary to complete the projects. We are continuing the underground placement of utilities, leach-fields, electric, television, telephone and repaving certain sections of the road surfaces. These units are discreetly placed and not visible from Wolfback Ridge road, and only visible to one neighbor. They are recently painted and are not an eye-sore.

Due to the many requirements of the third parties this project the term may be up to two years or more to complete. We will try to expedite this work as much as possible.

I am enclosing a site plan for your review. I am also enclosing photos of the units we plan to operate out of and store materials and supplies in, as well as a check for \$1199.00 made out to the City of Sausalito for the fees relevant to this permit.

Attached are a copy of the subdivision for 10 lots and photos of the proposed units.

If you have any further questions please telephone me at 415-686-6655.

Respectfully submitted,

Alan Patterson  
Developer

Exhibit C  
(4 pages)

RECEIVED  
 SEP 9 2011  
 CITY OF SAUSALITO  
 PLANNING DEPARTMENT

VIEW TO BERKELEY AND OAKLAND  
 STATE OF CALIFORNIA  
 EXISTING

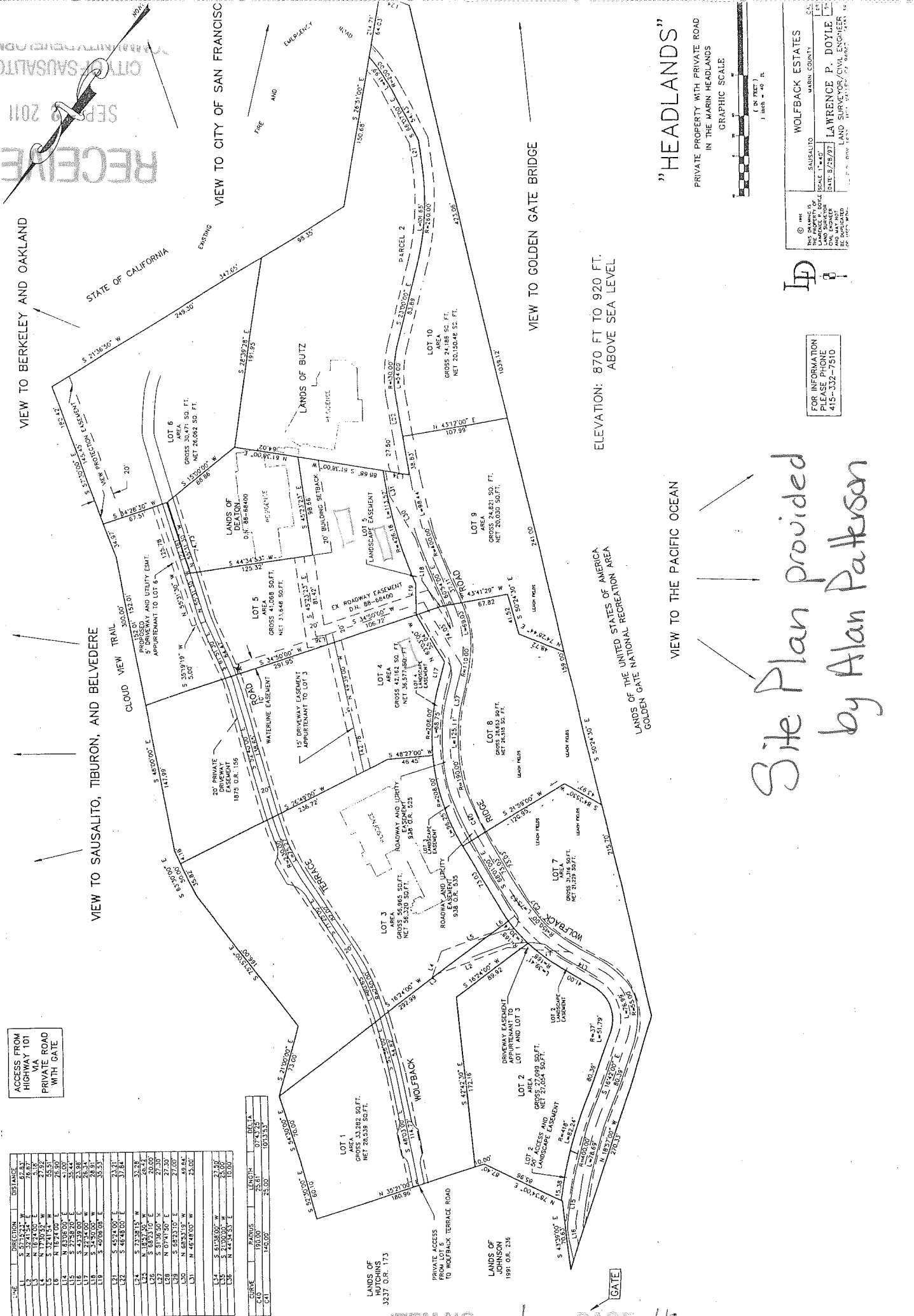
VIEW TO SAUSALITO, TIBURON, AND BELVEDERE  
 CLOUD VIEW TRAIL  
 APPROXIMATE 150' DIA.  
 5' DRIVEWAY AND UTILITY ESMT.  
 APPURTENANT TO LOT 6 & 7

VIEW TO GOLDEN GATE BRIDGE  
 VIEW TO THE PACIFIC OCEAN  
 LANDS OF THE UNITED STATES OF AMERICA  
 GOLDEN GATE NATIONAL RECREATION AREA

ACCESS FROM HIGHWAY 101 VIA PRIVATE ROAD WITH GATE

LINE	DIRECTION	DISTANCE
L1	S 37°24'24" W	67.87
L2	S 18°24'00" E	5.18
L3	S 17°07'42" W	55.57
L4	N 16°24'00" E	26.90
L5	N 8°30'00" E	2.00
L6	N 4°30'00" E	25.34
L7	S 27°34'00" W	26.34
L8	S 24°50'00" W	26.34
L9	S 49°24'00" E	27.21
L10	S 48°48'00" E	37.84
L11	S 72°30'15" W	32.29
L12	S 18°30'00" W	66.70
L13	S 51°30'00" W	27.30
L14	S 51°30'00" W	27.30
L15	N 07°41'30" E	27.30
L16	S 69°23'00" E	27.00
L17	N 80°30'00" E	27.00
L18	N 48°48'00" W	46.68
L19	S 49°24'00" E	27.21
L20	S 48°48'00" E	37.84
L21	S 72°30'15" W	32.29
L22	S 18°30'00" W	66.70
L23	S 51°30'00" W	27.30
L24	S 51°30'00" W	27.30
L25	N 07°41'30" E	27.30
L26	S 69°23'00" E	27.00
L27	N 80°30'00" E	27.00
L28	N 48°48'00" W	46.68
L29	S 49°24'00" E	27.21
L30	S 48°48'00" E	37.84
L31	S 72°30'15" W	32.29
L32	S 18°30'00" W	66.70
L33	S 51°30'00" W	27.30
L34	S 51°30'00" W	27.30
L35	N 07°41'30" E	27.30
L36	S 69°23'00" E	27.00
L37	N 80°30'00" E	27.00
L38	N 48°48'00" W	46.68
L39	S 49°24'00" E	27.21
L40	S 48°48'00" E	37.84

CURVE	RADIUS	LENGTH	DELTA
C10	150.00	25.81	07°41'24"
C41	140.00	24.00	09°13'53"



"HEADLANDS"  
 PRIVATE PROPERTY WITH PRIVATE ROAD  
 IN THE MARIN HEADLANDS  
 GRAPHIC SCALE

ELEVATION: 870 FT TO 920 FT.  
 ABOVE SEA LEVEL

VIEW TO THE PACIFIC OCEAN

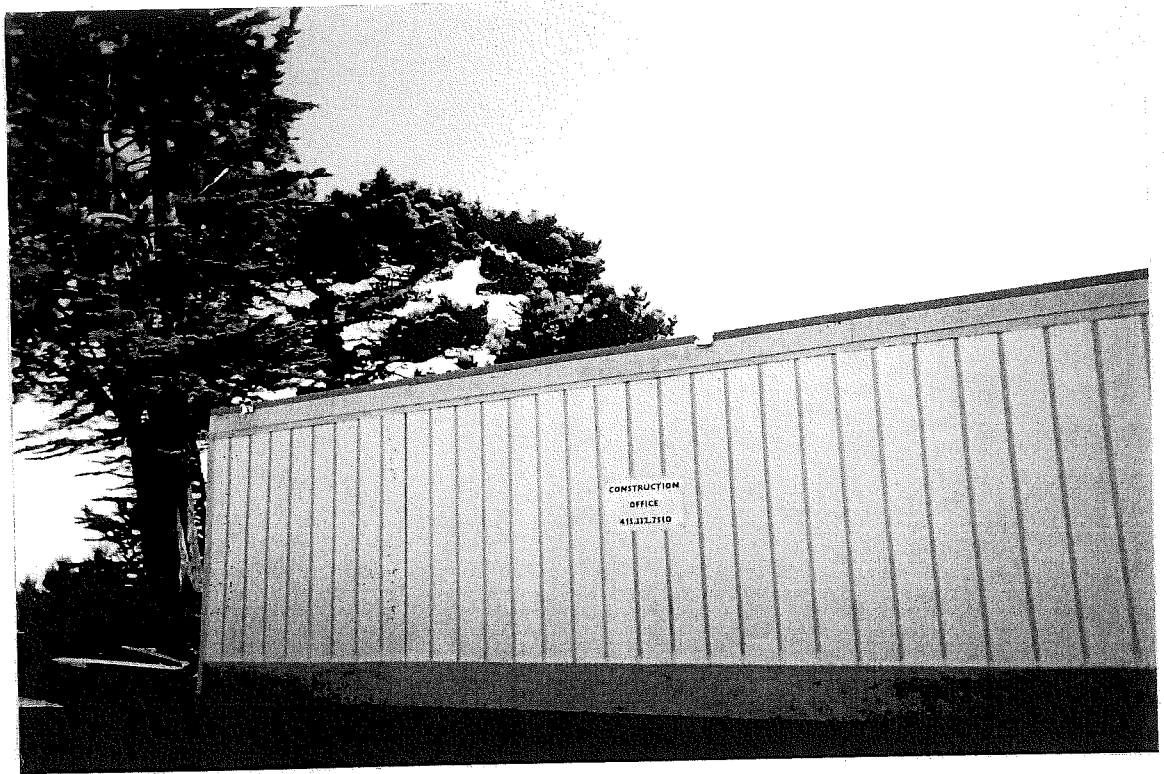
FOR INFORMATION  
 CONTACT  
 415-332-7510

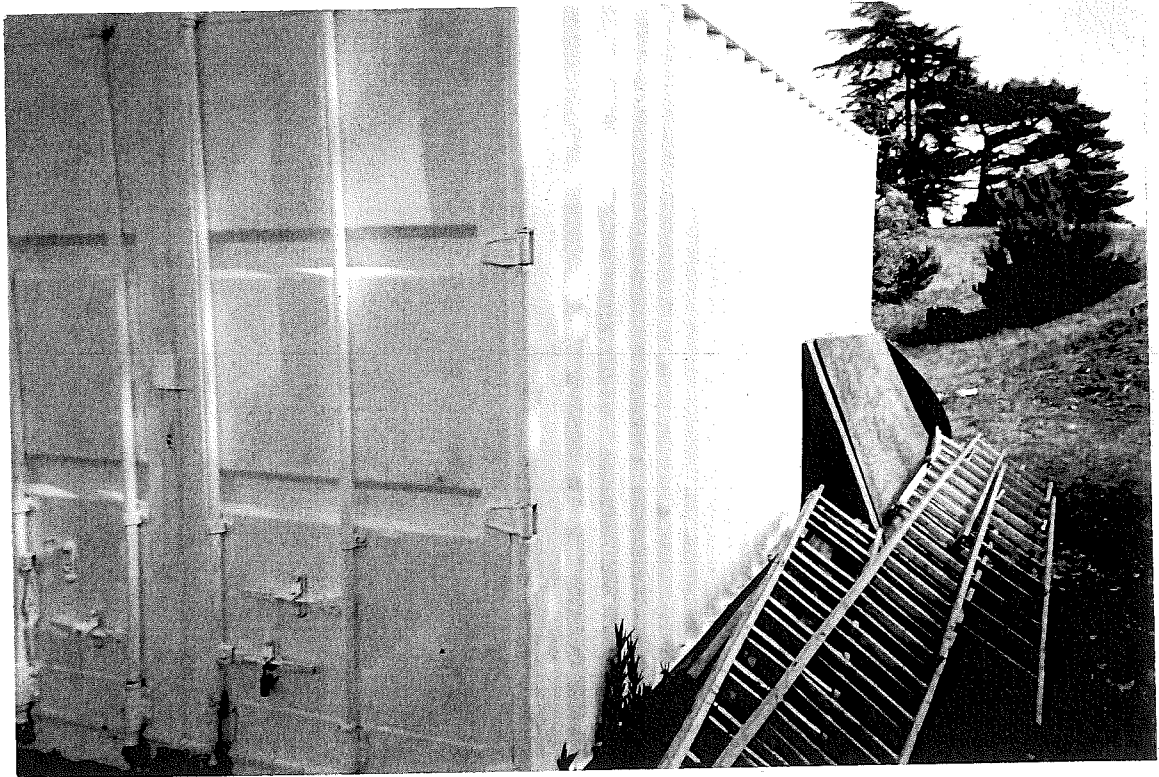
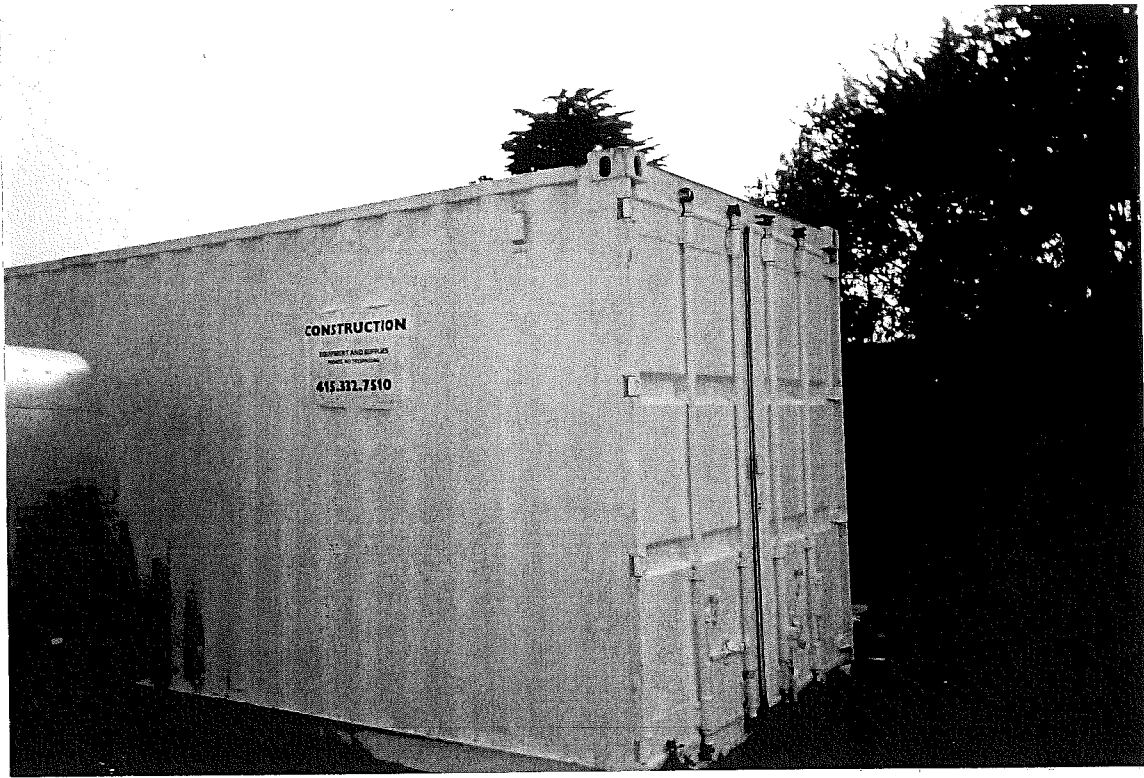
WOLFBACK ESTATES  
 SAUSALITO  
 MARIN COUNTY

LAWRENCE P. DOYLE  
 DATE: 8/28/07  
 LAND SURVEYOR/CIVIL ENGINEER

1 INCH = 40 FT  
 GRAPHIC SCALE

Site Plan provided  
 by Alan Patterson





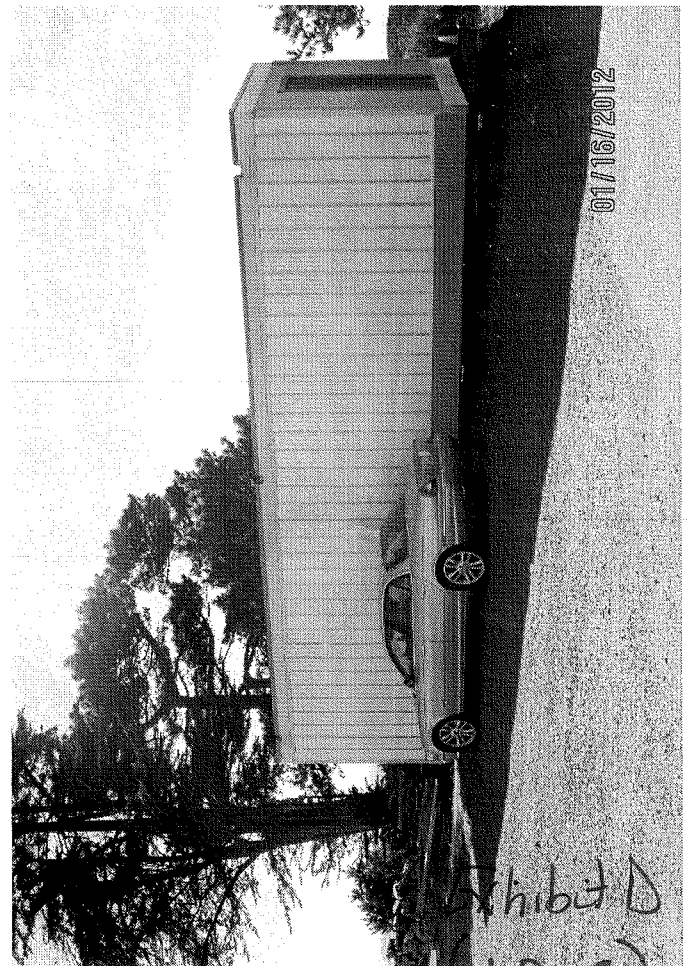
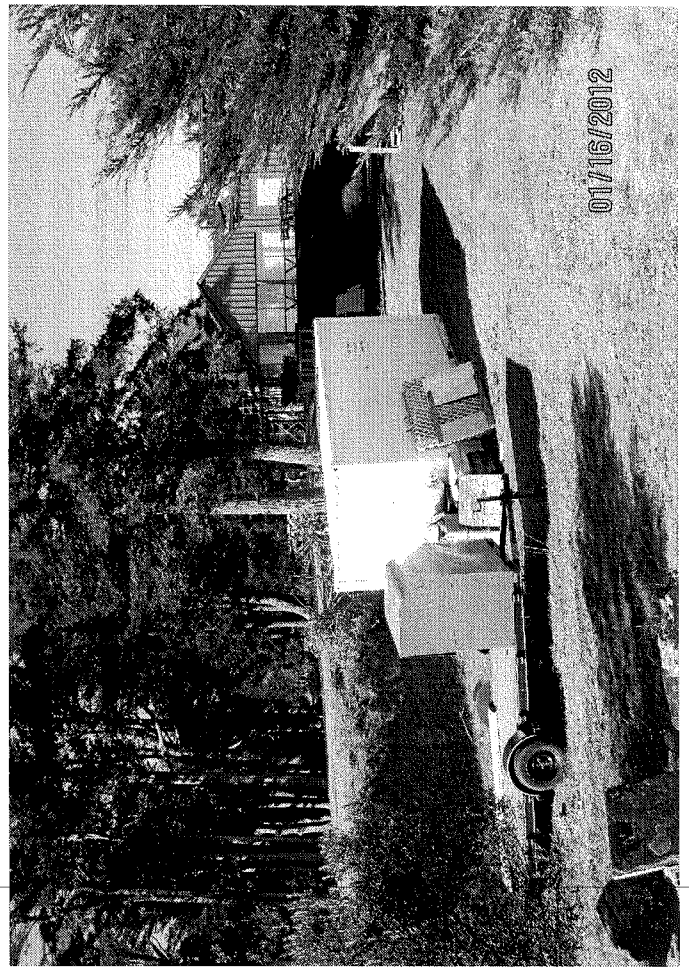
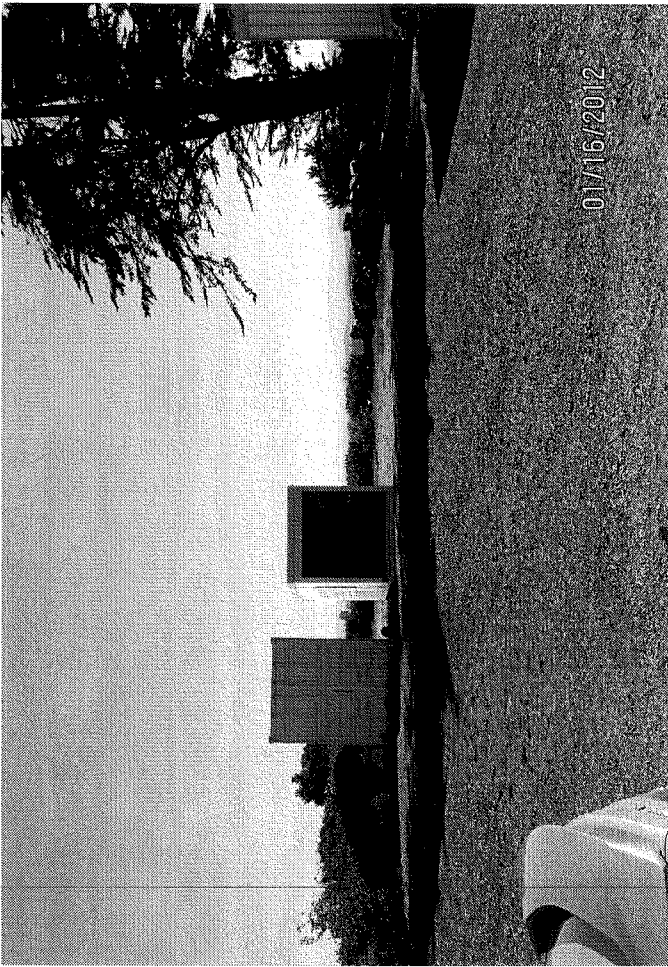


Exhibit D  
(1 page)

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# BARTLETT, LEADER-PICONE & YOUNG, LLP

2201 BROADWAY, SUITE 803, OAKLAND, CALIFORNIA 94612  
PHONE: (510) 444-2404 FAX: (510) 444-1291  
EMAIL: mlp@leader-picone.com

ROBERT S. BARTLETT  
MALCOLM LEADER-PICONE  
KAIPO K.B. YOUNG

January 25, 2012

## By Email and First Class Mail

Adam Politzer, City Manager <apolitzer@ci.sausalito.ca.us>  
Jeremy Graves, Community Development Director <jgraves@ci.sausalito.ca.us>  
Heidi Burns, Associate Planner <hburns@ci.sausalito.ca.us>  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

Re: Wolfback Estates Subdivision

Dear Messrs. Politzer and Graves and Ms. Burns:

This office is legal counsel to Mr. Alan Patterson and his Wolfback Estates Subdivision. As you know, Mr. Patterson is the owner of development rights for a 10-lot subdivision known as Wolfback Estates, including a Conditional Use Permit No. 803 and Subdivision Map Permit No. 373. Pursuant to a settlement agreement in the case of *Alan Patterson and Carolyn Wean v. City of Sausalito*, Marin County Superior Court Case No. 146626, which was approved on December 15, 1993 and subsequently entered and recorded on July 29, 1997, Mr. Patterson has the right, in perpetuity, to develop his subdivision pursuant to the terms of the settlement agreement. I have enclosed a copy of the settlement agreement for your reference.

It has come to our attention that some half dozen residents of the Wolfback Ridge area, most of whom are members of the executive committee of an organization known as the Wolfback Ridge Homeowners Association, Inc., have written to you complaining about Mr. Patterson's placement of a construction office and construction storage containers on one of his vacant lots. Those folks have informed you that they frequently travel upon the private roads of Wolfback Estates and complain that they are bothered by the sight of Mr. Patterson's construction trailer and construction storage containers. However, those folks have no right to complain. In fact, they have no right to enter onto Wolfback Estates or to use its roads. If those folks and their association had contributed to the cost of undergrounding utilities or maintaining those roads, perhaps they might have an argument that they should be allowed to use those roads, but they did neither of those things. Indeed, in court papers, and contrary to their assertions to you, those folks and their association have insisted that they never travel upon the roads of Wolfback Estates and that they should not have to maintain those roads.

Mr. Patterson has been engaged in litigation with the Wolfback Ridge Homeowners Association, Inc. for some time, as mentioned to you in the email from Esta Swig to you, dated January 12, 2012. We consider these complaints from members of the association to be petty retaliation against Mr. Patterson because of the prior litigation. We will be writing to those folks and notifying them that they are not permitted to enter upon Wolfback Estates and that any further entry onto Mr. Patterson's property will be considered a trespass. That way, those folks can avoid seeing the construction trailer that they find so unsightly. In addition, we will notify those folks that any further attempts to

Exhibit E  
(42 pp)

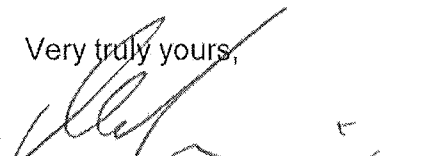
interfere with Mr. Patterson's lawful development of his property will be met with a lawsuit for injunctive relief and damages.

Mr. Patterson moved to Sausalito in 1985 and has been a tax-paying, law-abiding citizen of Sausalito ever since. Mr. Patterson has always worked well with the City and its staff, and the litigation of his subdivision permit was resolved almost twenty years ago. Mr. Patterson has always abided by the terms of the settlement with the City and he expects the City to do the same.

If the City has some legal authority that it believes supercedes Mr. Patterson's right to develop his property in accordance with the settlement agreement, please provide it to us. Although the settlement agreement prohibits Mr. Patterson from keeping "heavy equipment, such as bulldozers, backhoes, trenchers and paving machines" on site during project construction (see, section 15(c)), there is nothing in the settlement agreement that prevents Mr. Patterson from placing a construction project office or storage containers on site. Indeed, since a construction office trailer and storage containers are a common and necessary component of any residential development project, it is implicit in the settlement agreement that Mr. Patterson is permitted to have them on site.

It is Mr. Patterson's hope that he will not need to ask the Court's help in enforcing his settlement agreement with the City, and he looks forward to working with you as he moves forward with the development of his project. Please direct any further concerns about Mr. Patterson's project to me.

Very truly yours,



MALCOLM LEADER-PICONE

Enclosure

cc: Alan Patterson

MARIN COUNTY OFFICIAL RECORDS

RECORDING REQUESTED BY:

97-040393

Rec Fee .00  
Total .00

199

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Manager of Audit, Proj.  
Cap. Const City Hall  
470 11th Street  
San Francisco, CA 94142  
This document is being recorded for  
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County of  
MARIN  
JOAN C THAYER  
Recorder  
12:40pm 29-Jul-97

XX 19

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no fee per G.C. 6103

Settlement Agreement

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
ADDITIONAL RECORDING FEE APPLIES

THIS IS CERTIFIED TO BE A TRUE COPY OF THE RECORDS  
OF THE MARIN COUNTY RECORDS  
DATE ISSUED

MAR 31 2009

BY Anna Rosa Salveto DEPUTY

THIS INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

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JUL 29 1997

JOHN P. MONTGOMERY,  
Court Executive Officer  
MARIN COUNTY COURTS  
Deputy

JOHN P. MONTGOMERY,  
Court Executive Officer  
MARIN COUNTY COURTS  
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

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ALAN PATTERSON and CAROLYN WEAN,  
Petitioners,  
  
vs.  
  
CITY OF SAUSALITO, a Municipal  
Corporation; City Council of the  
City of Sausalito; Sausalito  
Planning Commission,  
  
Respondents.

No. 146626  
SETTLEMENT AGREEMENT

Petitioners Alan Patterson and Carolyn Wean's petition for writ of mandate was heard by this Court on December 13, 1990. After hearing, the Court, on March 8, 1991, issued its Order and Statement of Decision providing in part that "the petition for writ of mandate is granted in part and denied in part as follows: Respondents shall approve Petitioners' application for Conditional Use Permit, designated No. 803, and Petitioners' application for Lot Split, designated No. 373. Respondents retain jurisdiction to exercise their discretion with respect to the approval and issuance of the remaining development permits, approvals and entitlements necessary for the development of the project. Pursuant to Government Code section 65956(b), the

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1 applications were deemed approved on November 9, 1988." The  
2 Order of the Superior Court was appealed by the City of  
3 Sausalito and the matter was assigned to the Court of Appeal of  
4 the State of California for the First Appellate District  
5 Division Four. That Division issued its decision on July 29,  
6 1992 and ordered the proceeding remitted to the Superior Court  
7 in and for the County of Marin for further determination. The  
8 Remittur was filed on September 28, 1992.

9       Thereafter, the parties engaged in discussions with a view  
10 to a final settlement of all of the issues presented in the  
11 briefs on appeal. Having agreed in principal to settle the  
12 litigation, the parties herein set forth the covenants, terms  
13 and conditions of a settlement culminating in the dismissal of  
14 Action No. 146626 all as provided in this Settlement Agreement.  
15 As used herein, paragraph headings are used solely to aid in the  
16 location of the various paragraphs, and shall not be used to  
17 alter the meaning of the paragraph in which they are located.

18       1. Application of FEIR. All of the environmental issues  
19 having an impact on the project proposed by the Petitioners  
20 herein are contained in the document entitled Final  
21 Environmental Impact Report for the Proposed Wolfback Estates  
22 Project dated December 1989 ("FEIR") prepared by Wagstaff and  
23 Associates, which incorporates the Draft Environmental Impact  
24 Report ("DEIR"), and was certified complete by the City of  
25 Sausalito on January 24, 1990. The parties herein extract those  
26 portions of the FEIR which pertain directly to the development  
27 of the property in the manner as agreed to in this Settlement  
28 Agreement, provided, however, that to the extent that any

1 provision of this Agreement is unclear, incomplete or at  
2 variance with the FEIR, the FEIR shall be the overriding  
3 document and shall prevail.

4       2. Tentative Map. The original 13 lot project shall be  
5 reduced to the development of 10 lots as shown on the attached  
6 map. Of the 10 lots, the lot designated as number 3 shall be  
7 subject to a lot split at such time in the future as the  
8 existing structure is either removed or substantially altered so  
9 as to provide for the minimum set back requirements in the  
10 ordinances of the City, as the said ordinances now exist, and  
11 provided that nothing in this Agreement or in any previous  
12 negotiations shall be viewed in any way as prohibiting such a  
13 lot split. Issuance of a final map for this project shall be  
14 subject to the provisions of the Subdivision Map Act and the  
15 City of Sausalito Subdivision Ordinance 430 as amended on the  
16 date of this Agreement as well as compliance with all  
17 requirements of final map issuance and all other conditions set  
18 forth in this Agreement and shall be consistent with the  
19 attached map. For purpose of satisfying the time limits of the  
20 Subdivision Map Act, the tentative map shall be approved as of  
21 the date this Agreement is executed below.

22       3. Number and Location of Lots. A tentative map for the  
23 four building sites on the west side of Wolfabck Ridge Road  
24 designated as numbers 9, 10, 11, 12 and an area designated as  
25 S-4 (the Western Property) is hereby approved subject to the  
26 terms and conditions of this Agreement and the laws and  
27 ordinances of the City currently in effect. The Western  
28 Property has been mandated by the Congress of the United States

1 of America to be acquired by the Golden Gate National Recreation  
2 Area ("GGNRA"). Petitioners, the City of Sausalito and the  
3 GGNRA have all agreed that the Western Property shall be  
4 available for purchase by the GGNRA and a reasonable time shall  
5 be allowed for the federal government to achieve the purchase.  
6 Petitioners are negotiating toward a final agreement with the  
7 GGNRA, and will undertake such other measures as are required in  
8 the GGNRA acquisition agreement. So long as the Petitioners and  
9 the GGNRA are negotiating in good faith toward an ultimate  
10 resolution of an agreement to purchase the lots in question,  
11 Petitioners shall not seek further development approvals for the  
12 Western Property. However, if the proposed purchaser fails or  
13 refuses to enter into said final agreement 30 days after notice  
14 given to City of a 60 day failure by GGNRA to agree during that  
15 30 day period, or if no such purchase is made within a four year  
16 period (commencing with the date of this settlement) or if the  
17 federal government notifies the owner of the fee of the land in  
18 question that it and all of its departments have abandoned any  
19 desire to purchase or if the Congress of the United States of  
20 America reverses its mandate prior to the expiration of the four  
21 years, the building sites on the west side of Wolfback Ridge  
22 Road shall be subject to development in accordance with the  
23 ordinances of general city-wide application of the City of  
24 Sausalito and subject to the satisfaction of those conditions  
25 imposed in the FEIR to a subdivision of 10 lots or more. Upon  
26 and only after the transfer of title and all of Petitioners'  
27 rights and interest in the Western Property to the Federal  
28 Government and with that uncertain event as a mandatory pre-

1 condition, the lots in the project located to the east of  
2 Wolfback Ridge Road designated as lots 1, 2, 3, 4, 5 and 6 on  
3 the attached map shall be subject to development and a tentative  
4 map shall be issued so long as consistent with and subject to  
5 the terms and conditions of this Agreement and the attached map  
6 and subject to the ordinances and regulations of the City now in  
7 effect. Consistent with the provisions of California Government  
8 Code §66428, no final map shall be required for the Western  
9 Property in the event it is conveyed to the Federal Government  
10 in the manner described above.

11 4. Notice To GGNRA. All future City discretionary  
12 decisions with respect to this project that impact the physical  
13 environment will be made after notice is sent to the Golden Gate  
14 National Recreation Area, Division of Resource Management and  
15 Planning.

16 5. Visual Impact Mitigations. Any structure to be placed  
17 on the lot designated as number 6 on the map attached hereto  
18 shall be so designed and constructed as to minimize the impact  
19 of the views of that structure from other GGNRA property, from  
20 the Golden Gate Bridge, or from established Sausalito  
21 neighborhoods described as "the Hill" and "Old Town;" provided,  
22 however, that no City approval or Design Review Board  
23 applications of restrictions shall be unreasonably applied to  
24 reduce the floor area of the residence to below the area the  
25 zoning ordinances will allow, and provided further that the  
26 Design Review Board is hereby authorized to require that  
27 structures be designed, if necessary, to reduce the apparent  
28 bulk and mass of such structures, so as to step down slopes.

1 Any structure to be placed on the lot designated as number 5, on  
2 the map attached hereto, shall be so designed and constructed as  
3 to include an additional ten foot setback over and above that  
4 which is otherwise required by the Zoning Ordinance. The Design  
5 Review Board's review and consideration of the design of any  
6 structure built on this lot shall assure satisfaction of this  
7 requirement.

8 6. View Protection Easement. With respect to the lot  
9 designated as number 6, developer shall grant to the City a view  
10 protection/landscape easement in the eastern portion of said lot  
11 6 containing existing trees and that area shown designated for  
12 new vegetative plantings on the plan submitted by Petitioners  
13 original application described as Leffingwell Associates  
14 Landscape Plan dated April 10, 1990. The easement shall protect  
15 view screening trees within the easement area from unauthorized  
16 removal and shall permit the city to require the planting of  
17 such new trees as may be necessary to protect existing views  
18 from the lower City towards lot 6 as such existing vegetation  
19 may die or be in need of replacement. This easement shall be  
20 recorded in such manner and in such documents as to be  
21 enforceable against all subsequent owners of said lot 6.

22 7. Architectural Standards. The parties agree that each  
23 of the lots created by a final map issued pursuant to this  
24 Agreement shall be subject to the following architectural  
25 standards, which are more fully explained in the PEIR at pages  
26 86 and 87:

27 (a) Architectural design for side slope and ridge top  
28 crest residential structures should be visually adaptive and

1 generally sensitive to the hillside topography.

2 (b) The design of residential and accessory structures  
3 should be subordinate to existing hillside and ridge line forms.  
4 Hillside and ridge crest homes should be constructed in multiple  
5 levels to achieve a better fit with the existing side slopes,  
6 reduce the need for grading, increase overall visual  
7 compatibility with Wolfback Ridge and maximize architectural  
8 interests.

9 (c) Use of hillside "stilt" design should be avoided.  
10 Building elevations on the downhill side should continue to the  
11 ground.

12 (d) Regraded areas should be generally limited to portions  
13 of each home site covered by the grade beam and pier building  
14 foundations, driveways, leach fields and minor drainage  
15 provisions.

16 (e) The design of residential exteriors and appurtenances  
17 must be harmonious with the natural character of the project's  
18 Wolfback Ridge Site.

19 (f) Building heights and scales should be compatible with  
20 the existing terrain, other project home sites and surrounding  
21 existing homes on Wolfback Ridge.

22 (g) Residential design should be articulated to achieve  
23 low profile forms on the upper side slopes and ridge line  
24 crests.

25 (h) Hillside and ridge top design should incorporate a  
26 combination of small volume and varying surface planes to create  
27 visual interest and to avoid, if possible, conspicuous large  
28 bulk structures and box-like masses.

1 (i) Building materials and colors should be subdued to  
2 minimize contrast with the natural landscape on Wolfback Ridge.

3 (j) Reflective windows and building materials shall be  
4 prohibited.

5 (k) Where roof surfaces will be visible from on-site or  
6 off-site vantage points, natural appearing roofing materials  
7 (tile, fire retardant shake, etc.) should be used to minimize  
8 visual impacts.

9 (l) Roof top appurtenances (jacks, vents, etc.) should be  
10 located and grouped to conceal them from off-site vantage points  
11 below and from direct view of neighboring homes.

12 (m) Cantilevered decks and balconies on any visible side  
13 slope portion of project homes should be limited in size or  
14 avoided entirely. Cantilevered decks shall not be cantilevered  
15 away from any structure except as approved by the Design Review  
16 Board.

17 (n) Swimming pools and tennis courts must be accommodated  
18 totally within site grades approved as part of, and as shown on,  
19 the tentative map.

20 8. Landscaping Controls. The parties agree that each of  
21 the lots created by a final map issued pursuant to this  
22 Agreement shall be subject to the following landscaping controls  
23 which shall be required to be implemented for each individual  
24 lot at the time a building permit is sought for that lot:

25 (a) Petitioners shall design and implement a landscaping  
26 plan subject to approval of the Planning Department.

27 (b) Each lot shall be landscaped so as to ensure  
28 compatibility of each home site with the overall Wolfback Ridge

1 setting to protect significant views from the site, and to avoid  
2 increased adverse impacts on off-site vantage points.

3 (c) Each home site owner shall be limited to the use of  
4 native plants, and the planting of ornamentals, except within  
5 three feet from any structure, shall be prohibited.

6 (d) To the extent possible, landscaping for screening  
7 purposes shall be clustered in natural appearing arrays in the  
8 immediate vicinity of buildings to be screened. Location of  
9 vegetative screening close to a residential structure should be  
10 designed to provide greater opportunities for selective  
11 placement and trimming to "frame" and maintain certain views.  
12 Screening vegetation shall not be placed in unnatural appearing  
13 linear rows.

14 (e) All landscaping should emphasize use of the same  
15 planting "palette" from lot to lot in order to unify the project  
16 and minimize its impact on off-site view points.

17 (f) Individual homeowners should be discouraged from the  
18 use of coast redwoods. Eucalyptus should not be used, except on  
19 a temporary basis. The use of trees boxed in large container  
20 sizes, e.g., 20, 24, or 36 inch containers, should be  
21 discouraged.

22 9. Deed Restrictions. The parties agree that the  
23 following deed restrictions shall be applicable to all lots in  
24 the project:

25 (a) Exterior lighting must be employed in such a manner as  
26 to ensure against nighttime visual impacts on off-site vantage  
27 points employing low intensity fixtures of low mounting heights;  
28 closely spaced luminaires; and light refractors, reflectors, or

1 diffusers. No street lighting, except as provided in the  
2 preceding sentence, shall be allowed.

3 (b) All project vegetation shall be achieved by the use of  
4 native plants.

5 (c) No vegetation shall be removed except in accordance  
6 with the tree ordinance of the City of Sausalito.

7 (d) Each individual homeowner shall be required to  
8 contribute ratably to the repair and maintenance of all common  
9 roadways within the project, which maintenance shall be done  
10 regularly and routinely.

11 (e) Automatic sprinkler systems must be installed in all  
12 project homes and garages.

13 10. Water Service. The parties agree that water to each  
14 of the lots created by a final map issued pursuant to this  
15 Agreement shall be directly supplied (to each lot) by the Marin  
16 Municipal Water District ("MMWD") and the project shall be  
17 annexed to that district, as per Alternative Water System  
18 Approach 2 set forth at pages 112 and following of the  
19 DEIR/FEIR. The parties agree that a petition for the annexation  
20 of the Wolfback Ridge area has been signed by Petitioners and a  
21 majority of the homeowners now served by the Wolfback Ridge  
22 Water Company, Inc., that the petition has been approved by the  
23 Board of Directors of MMWD and the City of Sausalito.  
24 Petitioners agree that they will cooperate with and support the  
25 finalization of the annexation of the water system to MMWD and  
26 any subsequent MMWD procedural requirements. The City will  
27 support in writing Petitioners request to MMWD for water  
28 hook-ups for all the lots contemplated by this Agreement. The

1 placement, design, size, color, configuration and screening of  
2 water tanks shall be as determined by MMWD and consistent with  
3 the provisions of the FEIR. Water and water pressure for fire  
4 protection for the project shall be supplied by the system  
5 designed, installed and operated by MMWD and Petitioners and  
6 City shall continue to cooperate and support that effort. Prior  
7 to the issuance of a Final Map, the water system shall be  
8 capable of providing a fire flow of 1,000 gallons/minute at  
9 project hydrants and 20 pounds residual pressure in the main.  
10 The system must also meet Sausalito Fire Department requirements  
11 of sufficient flow to the lots described herein.

12 11. Sewage Disposal. The use of on-site septic systems  
13 needed to accommodate the six lot subdivision is approved  
14 subject to implementation of the following mitigation measures  
15 and subject to review and approval by GGNRA, Cal-Trans and the  
16 County Sanitarian. The City will support in writing  
17 Petitioners' request to Marin County Sanitarian, Cal-Trans and  
18 GGNRA for sewage disposal systems for the 6 lots east of  
19 Wolfback Ridge Road:

20 (a) All drainfield designs must include measures and  
21 precautions to ensure that waste water does not resurface a  
22 short distance down slope.

23 (b) Trenches should be sited and constructed to ensure  
24 long term, maintenance free operation. Drainfield design must  
25 minimize and prevent the possibility of over saturation of the  
26 soil on the oceanside "howl" area designated as S-4.

27 (c) Drainfield excavation and construction on the  
28 oceanside "howl" must be done by hand, as necessary, to minimize

1 impact on the existing eucalyptus grove. Measures must be  
2 included in drainfield design and location to ensure against  
3 long term over irrigation impacts on the eucalyptus grove.

4 (d) To ensure against over-compaction, no drainfield shall  
5 be located under any proposed or approved access or easement.

6 (e) The suitability of any proposed sewer system and  
7 drainfield must be demonstrated by the Petitioners and  
8 determined and approved by the County Sanitarian prior to  
9 Recordation of the final map.

10 (f) Any drainfield located on property other than the lot  
11 it serves must include a permanent easement for the effluent  
12 line connecting the drainfields with the residential lot and  
13 septic tank.

14 (g) Drainfields should be located in gardens or other  
15 vegetative areas whenever possible to maximize the absorption of  
16 effluent by plants and other vegetation.

17 (h) All required Health Department variances and permits  
18 for a septic system shall be issued prior to issuance of the  
19 final map.

20 12. Drainage and Stabilization. The parties agree that  
21 drainage of storm water from the project and stabilization of  
22 slopes shall be accomplished as follows:

23 (a) Road design must avoid significant channelization, and  
24 must prevent significant alteration of the natural flow of water  
25 down slope into the property to be acquired by the CGNRA and as  
26 approved by the City Engineer.

27 (b) Any road extension and associated storm drain system  
28 must also be designed to direct runoff away from the south and

1 away from the Highway 101 tunnel to the east.

2 (c) Runoff generated from the project shall be directed to  
3 the western drainage basin, and if required by the City Engineer  
4 or the GGNRA, into a cistern or other temporary holding device.

5 (d) Project roadways and related drainage systems must be  
6 designed to ensure that any increased runoff or speed of runoff,  
7 resulting from the project, including runoff from project urban  
8 surfaces is collected and discharged in a manner which avoids  
9 sensitive hillside and swale areas above Wolfback Terrace and  
10 Highway 101.

11 (e) Roof leaders from all homes constructed in the  
12 subdivision must be placed so that storm water is evenly  
13 distributed and not channelized into erosion inducing  
14 concentration. This requirement can be satisfied by directing  
15 such runoff to an appropriately located, sized and designed  
16 leaching field. The storm drainage systems shall be engineered  
17 and designed to meet City and Cal-Trans specifications so as to  
18 ensure satisfaction that the system will not cause or exacerbate  
19 soil moisture and erosion impacts on hillside slopes above  
20 Wolfback Terrace and Highway 101.

21 (f) Petitioners must incorporate measures, including  
22 retaining walls, to stabilize any existing steep road cuts above  
23 Wolfback Terrace and Wolfback Ridge Road to insure long term  
24 stabilization and proper runoff in those areas where project  
25 storm water runoff might be concentrated.

26 (g) Prior to any construction or excavation, Petitioners  
27 shall 1) prepare, have approved by the City, and be bound by a  
28 project erosion and sedimentation plan, which shall include

1 restrictions on disturbances of vegetative areas until actual  
2 construction of site improvements is ready to commence; it must  
3 also include provisions for revegetation of disturbed areas;  
4 provisions for the direction of runoff away from disturbed  
5 areas; and provisions for the inclusion of sedimentation basins  
6 in the project design, and 2) have conducted a site-specific  
7 geotechnical investigation to determine and identify roadway and  
8 building foundation design specifications that are needed to  
9 prevent hillside ground failure.

10 (h) If uphill roadway cuts are to be made, all such cuts  
11 shall be engineered and made to uphill banks only, with no fill  
12 deposited downhill; slope retention, stabilization and drainage  
13 shall be as required by the City Engineer.

14 (j) Petitioner shall demonstrate to the City and Cal-Trans  
15 that drainfield design will not exacerbate existing soil  
16 moisture conditions above Highway 101 or cause any instability  
17 of the slopes above Highway 101.

18 (k) Disturbed slopes must either be planted, mulched,  
19 hydroseeded or the use of retaining walls employed to ensure  
20 long term stabilization, provided however that grading shall be  
21 restricted to building footprints and road bed alignments to the  
22 greatest degree possible.

23 13. Mission Blue Butterfly Habitat. The parties agree  
24 that the GGNRA will review the project as modified by this  
25 Agreement to ensure that it avoids the impacts on the Mission  
26 Blue Butterfly habitat as a result of this settlement; that  
27 GGNRA will also review any plans to disturb the habitat area  
28 during construction of any septic system or water tank to ensure

1 the application of mitigation measures which may be required,  
2 such as habitat avoidance through easements and restrictions or  
3 the promulgation of a habitat conservation plan upon an  
4 incidental taking permit from the USFWS.

5 14. Cultural Resources. The parties agree that if  
6 cultural resources are encountered during project construction,  
7 alteration of the materials and their surrounding area must be  
8 halted until evaluated by a cultural resource professional, and  
9 if required, prescribed mitigation measures undertaken prior to  
10 the resumption of construction activities.

11 15. Noise Mitigations. The parties agree that certain  
12 noise mitigations shall be employed on the project as follows:

13 (a) Outdoor living areas must be designed to be shielded  
14 from Highway 101 noise through the use of courtyards and/or  
15 sound walls, or by locating these areas on the west side of the  
16 homes on lots 1, 2, 4, 5 and 6. These homes should also be  
17 designed to include sufficient noise insulation to maintain  
18 average indoor 24 hour noise levels at or below 45 dba.

19 (b) Truck traffic shall be restricted during construction  
20 to between the hours of 8:00 a.m. and 5:00 p.m. weekdays; all  
21 internal combustion equipment used on-site during construction  
22 must be routinely maintained with noise mufflers, and all  
23 equipment must satisfy Cal-OSHA noise restrictions. All such  
24 equipment shall be located away from existing homes whenever  
25 possible.

26 (c) During project construction, heavy equipment, such as  
27 bulldozers, backhoes, trenchers and paving machines, must be  
28 trucked to and from the site.

1           16. External Roadways. The parties agree that the  
 2 privately owned roadways which serve this subdivision are less  
 3 than 18 feet wide in certain locations at the present time.

4           (a) If the City Engineer determines, consistent with the  
 5 provisions of the PEIR, that said roadways should be increased  
 6 in width, the City Engineer can require that the Petitioners  
 7 spend an amount equal to the amount that would have been their  
 8 pro rata contribution on widening the road and said road may be  
 9 widened to the greatest extent possible therefor with the  
 10 amount of money available.

11           (b) Petitioners shall repair any off-site road damage  
 12 caused by this development project, as is required by the city  
 13 ordinances.

14           17. Extent of Development. The parties agree that with  
 15 the exception of lot 3, as shown on the attached map, and which  
 16 is in excess of 40,000 square feet, this development will be  
 17 considered to exhaust the development potential of the lands  
 18 involved. To prevent further requests for resubdivision, the  
 19 Petitioners will dedicate a public open space or conservation  
 20 easement to assure that none of the lots created by this  
 21 proposal, other than the exception for lot 3, can be  
 22 resubdivided or developed.

23           18. Internal Roadways.

24           (a) All on-site project roadways shall have the minimum  
 25 road widths required by the City Engineer which shall not exceed  
 26 the following widths: roads serving three lots, 16 feet; roads  
 27 serving two lots, 14 feet; and roads serving one lot, 10 feet  
 28 and shall be installed prior to issuance of Final Map.

1 (b) Access to lot 6 will be off of Wolfback Ridge Road,  
 2 and as permitted by the SFD Chief and Cal-Trans to ensure safe  
 3 passage of safety equipment and other vehicles, with adequate  
 4 drainage and slope stability.

5 19. Waiver of All Claims. This release extends to all  
 6 claims, whether known or unknown, and to all injuries or  
 7 damages, and all rights of action thereon. Petitioners hereby  
 8 agree to waive any and all claims they have or may have against  
 9 Respondents, and expressly waives California Civil Code section  
 10 1542, which states:

11 A general release does not extend to claims which the  
 12 creditor does not know or suspect to exist in his favor at  
 13 the time of executing the release, which if known by him  
 14 must have materially affected his settlement with the  
 15 debtor.

16 20. Attorneys' Fees. Except as otherwise provided in this  
 17 paragraph, each party shall bear its own attorney's fees and  
 18 costs incurred in this proceeding. In the event either party  
 19 breaches any of the material terms of this Agreement, the other  
 20 party may enforce the terms hereof by an appropriate enforcement  
 21 proceeding in the above-entitled Court. In addition to any  
 22 other relief granted, the Court in such proceeding may award the  
 23 prevailing party its reasonable costs and attorneys' fees  
 24 incurred in such enforcement proceeding.

25 21. Legal Effect of Settlement. This Agreement is unique  
 26 to the parties and is entered into solely for the purpose of  
 27 settlement of this litigation; this Agreement shall have no  
 28 bearing or effect on any other matter now pending or arising in  
 the future in which similar factual or legal issues may be

1 presented.

2 22. Meaning of Settlement Agreement. Each party hereto  
3 has been fully advised by legal counsel as to the full contents,  
4 meaning and significance of this Settlement Agreement, and  
5 understands its terms and their effect. Each party hereto  
6 understands that this is a full and final compromise, release  
7 and settlement of all claims in this action.

8 23. Settlement Approval and Dismissal of Action. On the  
9 approval of this Settlement Agreement by the parties Alan  
10 Patterson and Carolyn Wear and the City of Sausalito, as shown  
11 by their signatures affixed hereto, any party may:

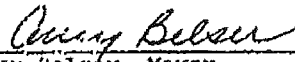
12 (a) move the Court for an order of dismissal of Action No.  
13 146626 and/or

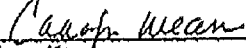
14 (b) record a certified copy of this Judgment in the  
15 Official Records of Marin County, California.

16 PETITIONERS

RESPONDENTS

17   
18 Alan Patterson

  
Amy Belsler, Mayor

19   
20 Carolyn Wear

21 ~~RECORDED~~ DEC 15 1998

22 APPROVED:  
23 Superior Court of the State  
24 of California in and for the  
County of Marin

25 By: \_\_\_\_\_  
26  
27  
28

# BARTLETT, LEADER-PICONE & YOUNG, LLP

2201 BROADWAY, SUITE 803, OAKLAND, CALIFORNIA 94612  
PHONE: (510) 444-2404 FAX: (510) 444-1291  
EMAIL: mlp@leader-picone.com

ROBERT S. BARTLETT  
MALCOLM LEADER-PICONE  
KAIPO K.B. YOUNG

January 25, 2012

## By Email and First Class Mail

Adam Politzer, City Manager <apolitzer@ci.sausalito.ca.us>  
Jeremy Graves, Community Development Director <jgraves@ci.sausalito.ca.us>  
Heidi Burns, Associate Planner <hburns@ci.sausalito.ca.us>  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

Re: Wolfback Estates Subdivision

Dear Messrs. Politzer and Graves and Ms. Burns:

This office is legal counsel to Mr. Alan Patterson and his Wolfback Estates Subdivision. As you know, Mr. Patterson is the owner of development rights for a 10-lot subdivision known as Wolfback Estates, including a Conditional Use Permit No. 803 and Subdivision Map Permit No. 373. Pursuant to a settlement agreement in the case of *Alan Patterson and Carolyn Wean v. City of Sausalito*, Marin County Superior Court Case No. 146626, which was approved on December 15, 1993 and subsequently entered and recorded on July 29, 1997, Mr. Patterson has the right, in perpetuity, to develop his subdivision pursuant to the terms of the settlement agreement. I have enclosed a copy of the settlement agreement for your reference.

It has come to our attention that some half dozen residents of the Wolfback Ridge area, most of whom are members of the executive committee of an organization known as the Wolfback Ridge Homeowners Association, Inc., have written to you complaining about Mr. Patterson's placement of a construction office and construction storage containers on one of his vacant lots. Those folks have informed you that they frequently travel upon the private roads of Wolfback Estates and complain that they are bothered by the sight of Mr. Patterson's construction trailer and construction storage containers. However, those folks have no right to complain. In fact, they have no right to enter onto Wolfback Estates or to use its roads. If those folks and their association had contributed to the cost of undergrounding utilities or maintaining those roads, perhaps they might have an argument that they should be allowed to use those roads, but they did neither of those things. Indeed, in court papers, and contrary to their assertions to you, those folks and their association have insisted that they never travel upon the roads of Wolfback Estates and that they should not have to maintain those roads.

Mr. Patterson has been engaged in litigation with the Wolfback Ridge Homeowners Association, Inc. for some time, as mentioned to you in the email from Esta Swig to you, dated January 12, 2012. We consider these complaints from members of the association to be petty retaliation against Mr. Patterson because of the prior litigation. We will be writing to those folks and notifying them that they are not permitted to enter upon Wolfback Estates and that any further entry onto Mr. Patterson's property will be considered a trespass. That way, those folks can avoid seeing the construction trailer that they find so unsightly. In addition, we will notify those folks that any further attempts to

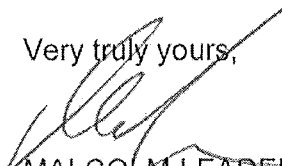
interfere with Mr. Patterson's lawful development of his property will be met with a lawsuit for injunctive relief and damages.

Mr. Patterson moved to Sausalito in 1985 and has been a tax-paying, law-abiding citizen of Sausalito ever since. Mr. Patterson has always worked well with the City and its staff, and the litigation of his subdivision permit was resolved almost twenty years ago. Mr. Patterson has always abided by the terms of the settlement with the City and he expects the City to do the same.

If the City has some legal authority that it believes supercedes Mr. Patterson's right to develop his property in accordance with the settlement agreement, please provide it to us. Although the settlement agreement prohibits Mr. Patterson from keeping "heavy equipment, such as bulldozers, backhoes, trenchers and paving machines" on site during project construction (see, section 15(c)), there is nothing in the settlement agreement that prevents Mr. Patterson from placing a construction project office or storage containers on site. Indeed, since a construction office trailer and storage containers are a common and necessary component of any residential development project, it is implicit in the settlement agreement that Mr. Patterson is permitted to have them on site.

It is Mr. Patterson's hope that he will not need to ask the Court's help in enforcing his settlement agreement with the City, and he looks forward to working with you as he moves forward with the development of his project. Please direct any further concerns about Mr. Patterson's project to me.

Very truly yours,



MALCOLM LEADER-PICONE

Enclosure

cc: Alan Patterson

MARIN COUNTY OFFICIAL RECORDS

RECORDING REQUESTED BY:

97-040393

Rec Fee .00  
Total .00

19P

WHEN RECORDED MAIL TO:

Recorded  
Official Records  
County of  
MARIN  
JOAN G THAYER  
Recorder

12:40pm 29-Jul-97

XX 19

*Margaret J. Russell, Esq.  
2000 City Hall  
1770 11th Street  
San Francisco, CA 94143  
This document is being recorded for  
the benefit of the City of San Francisco*

THIS SPACE FOR RECORDERS USE ONLY

*no fee per G.C. 6103*

*Settlement Agreement*

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
ADDITIONAL RECORDING FEE APPLIES

THIS IS CERTIFIED TO BE A TRUE COPY OF THE RECORDS  
OF THE MARIN COUNTY RECORDS  
DATE ISSUED

MAR 31 2009

BY *Anna Rosa Sabeto* DEPUTY

THIS INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

FILED

JUL 29 1997

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Attest: **JOHN P. MONTGOMERY,**  
Court Executive Officer  
MARIN COUNTY COURTS  
Deputy

**JOHN P. MONTGOMERY,**  
Court Executive Officer  
MARIN COUNTY COURTS  
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

ALAN PATTERSON and CAROLYN WEAN,  
Petitioners,  
  
vs.  
  
CITY OF SAUSALITO, a Municipal  
Corporation; City Council of the  
City of Sausalito; Sausalito  
Planning Commission,  
  
Respondents.

No. 146626  
SETTLEMENT AGREEMENT

Petitioners Alan Patterson and Carolyn Wean's petition for writ of mandate was heard by this Court on December 13, 1990. After hearing, the Court, on March 8, 1991, issued its Order and Statement of Decision providing in part that "the petition for writ of mandate is granted in part and denied in part as follows: Respondents shall approve Petitioners' application for Conditional Use Permit, designated No. 803, and Petitioners' application for Lot Split, designated No. 373. Respondents retain jurisdiction to exercise their discretion with respect to the approval and issuance of the remaining development permits, approvals and entitlements necessary for the development of the project. pursuant to Government code section 65956(b), the

JUL 15 1997

1 applications were deemed approved on November 9, 1988." The  
2 Order of the Superior Court was appealed by the City of  
3 Sausalito and the matter was assigned to the Court of Appeal of  
4 the State of California for the First Appellate District  
5 Division Four. That Division issued its decision on July 29,  
6 1992 and ordered the proceeding remitted to the Superior Court  
7 in and for the County of Marin for further determination. The  
8 Remittur was filed on September 28, 1992.

9       Thereafter, the parties engaged in discussions with a view  
10 to a final settlement of all of the issues presented in the  
11 briefs on appeal. Having agreed in principal to settle the  
12 litigation, the parties herein set forth the covenants, terms  
13 and conditions of a settlement culminating in the dismissal of  
14 Action No. 146626 all as provided in this Settlement Agreement.  
15 As used herein, paragraph headings are used solely to aid in the  
16 location of the various paragraphs, and shall not be used to  
17 alter the meaning of the paragraph in which they are located.

18       1. Application of FEIR. All of the environmental issues  
19 having an impact on the project proposed by the Petitioners  
20 herein are contained in the document entitled Final  
21 Environmental Impact Report for the Proposed Wolfback Estates  
22 Project dated December 1989 ("FEIR") prepared by Wagstaff and  
23 Associates, which incorporates the Draft Environmental Impact  
24 Report ("DEIR"), and was certified complete by the City of  
25 Sausalito on January 24, 1990. The parties herein extract those  
26 portions of the FEIR which pertain directly to the development  
27 of the property in the manner as agreed to in this Settlement  
28 Agreement, provided, however, that to the extent that any

1 provision of this Agreement is unclear, incomplete or at  
2 variance with the FEIR, the FEIR shall be the overriding  
3 document and shall prevail.

4       2. Tentative Map. The original 13 lot project shall be  
5 reduced to the development of 10 lots as shown on the attached  
6 map. Of the 10 lots, the lot designated as number 3 shall be  
7 subject to a lot split at such time in the future as the  
8 existing structure is either removed or substantially altered so  
9 as to provide for the minimum set back requirements in the  
10 ordinances of the City, as the said ordinances now exist, and  
11 provided that nothing in this Agreement or in any previous  
12 negotiations shall be viewed in any way as prohibiting such a  
13 lot split. Issuance of a final map for this project shall be  
14 subject to the provisions of the Subdivision Map Act and the  
15 City of Sausalito Subdivision Ordinance 430 as amended on the  
16 date of this Agreement as well as compliance with all  
17 requirements of final map issuance and all other conditions set  
18 forth in this Agreement and shall be consistent with the  
19 attached map. For purpose of satisfying the time limits of the  
20 Subdivision Map Act, the tentative map shall be approved as of  
21 the date this Agreement is executed below.

22       3. Number and Location of Lots. A tentative map for the  
23 four building sites on the west side of Wolfabck Ridge Road  
24 designated as numbers 9, 10, 11, 12 and an area designated as  
25 S-4 (the Western Property) is hereby approved subject to the  
26 terms and conditions of this Agreement and the laws and  
27 ordinances of the City currently in effect. The Western  
28 Property has been mandated by the Congress of the United States

1 of America to be acquired by the Golden Gate National Recreation  
2 Area ("GGNRA"). Petitioners, the City of Sausalito and the  
3 GGNRA have all agreed that the Western Property shall be  
4 available for purchase by the GGNRA and a reasonable time shall  
5 be allowed for the federal government to achieve the purchase.  
6 Petitioners are negotiating toward a final agreement with the  
7 GGNRA, and will undertake such other measures as are required in  
8 the GGNRA acquisition agreement. So long as the Petitioners and  
9 the GGNRA are negotiating in good faith toward an ultimate  
10 resolution of an agreement to purchase the lots in question,  
11 Petitioners shall not seek further development approvals for the  
12 Western Property. However, if the proposed purchaser fails or  
13 refuses to enter into said final agreement 30 days after notice  
14 given to City of a 60 day failure by GGNRA to agree during that  
15 30 day period, or if no such purchase is made within a four year  
16 period (commencing with the date of this settlement) or if the  
17 federal government notifies the owner of the fee of the land in  
18 question that it and all of its departments have abandoned any  
19 desire to purchase or if the Congress of the United States of  
20 America reverses its mandate prior to the expiration of the four  
21 years, the building sites on the west side of Wolfback Ridge  
22 Road shall be subject to development in accordance with the  
23 ordinances of general city-wide application of the City of  
24 Sausalito and subject to the satisfaction of those conditions  
25 imposed in the PEIR to a subdivision of 10 lots or more. Upon  
26 and only after the transfer of title and all of Petitioners'  
27 rights and interest in the Western Property to the Federal  
28 Government and with that uncertain event as a mandatory pre-

1 condition, the lots in the project located to the east of  
2 Wolfback Ridge Road designated as lots 1, 2, 3, 4, 5 and 6 on  
3 the attached map shall be subject to development and a tentative  
4 map shall be issued so long as consistent with and subject to  
5 the terms and conditions of this Agreement and the attached map  
6 and subject to the ordinances and regulations of the City now in  
7 effect. Consistent with the provisions of California Government  
8 Code §66428, no final map shall be required for the Western  
9 Property in the event it is conveyed to the Federal Government  
10 in the manner described above.

11 4. Notice To GGNRA. All future City discretionary  
12 decisions with respect to this project that impact the physical  
13 environment will be made after notice is sent to the Golden Gate  
14 National Recreation Area, Division of Resource Management and  
15 Planning.

16 5. Visual Impact Mitigations. Any structure to be placed  
17 on the lot designated as number 6 on the map attached hereto  
18 shall be so designed and constructed as to minimize the impact  
19 of the views of that structure from other GGNRA property, from  
20 the Golden Gate Bridge, or from established Sausalito  
21 neighborhoods described as "the Hill" and "Old Town;" provided,  
22 however, that no City approval or Design Review Board  
23 applications of restrictions shall be unreasonably applied to  
24 reduce the floor area of the residence to below the area the  
25 zoning ordinances will allow, and provided further that the  
26 Design Review Board is hereby authorized to require that  
27 structures be designed, if necessary, to reduce the apparent  
28 bulk and mass of such structures, so as to step down slopes.

1 Any structure to be placed on the lot designated as number 5, on  
2 the map attached hereto, shall be so designed and constructed as  
3 to include an additional ten foot setback over and above that  
4 which is otherwise required by the Zoning Ordinance. The Design  
5 Review Board's review and consideration of the design of any  
6 structure built on this lot shall assure satisfaction of this  
7 requirement.

8 6. View Protection Easement. With respect to the lot  
9 designated as number 6, developer shall grant to the City a view  
10 protection/landscape easement in the eastern portion of said lot  
11 6 containing existing trees and that area shown designated for  
12 new vegetative plantings on the plan submitted by Petitioners  
13 original application described as Leffingwell Associates  
14 Landscape Plan dated April 10, 1990. The easement shall protect  
15 view screening trees within the easement area from unauthorized  
16 removal and shall permit the city to require the planting of  
17 such new trees as may be necessary to protect existing views  
18 from the lower City towards lot 6 as such existing vegetation  
19 may die or be in need of replacement. This easement shall be  
20 recorded in such manner and in such documents as to be  
21 enforceable against all subsequent owners of said lot 6.

22 7. Architectural Standards. The parties agree that each  
23 of the lots created by a final map issued pursuant to this  
24 Agreement shall be subject to the following architectural  
25 standards, which are more fully explained in the FEIR at pages  
26 86 and 87:

27 (a) Architectural design for side slope and ridge top  
28 crest residential structures should be visually adaptive and

1 generally sensitive to the hillside topography.

2 (b) The design of residential and accessory structures  
3 should be subordinate to existing hillside and ridge line forms.  
4 Hillside and ridge crest homes should be constructed in multiple  
5 levels to achieve a better fit with the existing side slopes,  
6 reduce the need for grading, increase overall visual  
7 compatibility with Wolfback Ridge and maximize architectural  
8 interests.

9 (c) Use of hillside "stilt" design should be avoided.  
10 Building elevations on the downhill side should continue to the  
11 ground.

12 (d) Regraded areas should be generally limited to portions  
13 of each home site covered by the grade beam and pier building  
14 foundations, driveways, leach fields and minor drainage  
15 provisions.

16 (e) The design of residential exteriors and appurtenances  
17 must be harmonious with the natural character of the project's  
18 Wolfback Ridge Site.

19 (f) Building heights and scales should be compatible with  
20 the existing terrain, other project home sites and surrounding  
21 existing homes on Wolfback Ridge.

22 (g) Residential design should be articulated to achieve  
23 low profile forms on the upper side slopes and ridge line  
24 crests.

25 (h) Hillside and ridge top design should incorporate a  
26 combination of small volume and varying surface planes to create  
27 visual interest and to avoid, if possible, conspicuous large  
28 bulk structures and box-like masses.

1 (l) Building materials and colors should be subdued to  
2 minimize contrast with the natural landscape on Wolfback Ridge.

3 (j) Reflective windows and building materials shall be  
4 prohibited.

5 (k) Where roof surfaces will be visible from on-site or  
6 off-site vantage points, natural appearing roofing materials  
7 (tile, fire retardant shake, etc.) should be used to minimize  
8 visual impacts.

9 (l) Roof top appurtenances (jacks, vents, etc.) should be  
10 located and grouped to conceal them from off-site vantage points  
11 below and from direct view of neighboring homes.

12 (m) Cantilevered decks and balconies on any visible side  
13 slope portion of project homes should be limited in size or  
14 avoided entirely. Cantilevered decks shall not be cantilevered  
15 away from any structure except as approved by the Design Review  
16 Board.

17 (n) Swimming pools and tennis courts must be accommodated  
18 totally within site grades approved as part of, and as shown on,  
19 the tentative map.

20 8. Landscaping Controls. The parties agree that each of  
21 the lots created by a final map issued pursuant to this  
22 Agreement shall be subject to the following landscaping controls  
23 which shall be required to be implemented for each individual  
24 lot at the time a building permit is sought for that lot:

25 (a) Petitioners shall design and implement a landscaping  
26 plan subject to approval of the Planning Department.

27 (b) Each lot shall be landscaped so as to ensure  
28 compatibility of each home site with the overall Wolfback Ridge

1 setting to protect significant views from the site, and to avoid  
2 increased adverse impacts on off-site vantage points.

3 (c) Each home site owner shall be limited to the use of  
4 native plants, and the planting of ornamentals, except within  
5 three feet from any structure, shall be prohibited.

6 (d) To the extent possible, landscaping for screening  
7 purposes shall be clustered in natural appearing arrays in the  
8 immediate vicinity of buildings to be screened. Location of  
9 vegetative screening close to a residential structure should be  
10 designed to provide greater opportunities for selective  
11 placement and trimming to "frame" and maintain certain views.  
12 Screening vegetation shall not be placed in unnatural appearing  
13 linear rows.

14 (e) All landscaping should emphasize use of the same  
15 planting "palette" from lot to lot in order to unify the project  
16 and minimize its impact on off-site view points.

17 (f) Individual homeowners should be discouraged from the  
18 use of coast redwoods. Eucalyptus should not be used, except on  
19 a temporary basis. The use of trees boxed in large container  
20 sizes, e.g., 20, 24, or 36 inch containers, should be  
21 discouraged.

22 9. Deed Restrictions. The parties agree that the  
23 following deed restrictions shall be applicable to all lots in  
24 the project:

25 (a) Exterior lighting must be employed in such a manner as  
26 to ensure against nighttime visual impacts on off-site vantage  
27 points employing low intensity fixtures of low mounting heights;  
28 closely spaced luminaires; and light refractors, reflectors, or

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1 diffusers. No street lighting, except as provided in the  
2 preceding sentence, shall be allowed.

3 (b) All project vegetation shall be achieved by the use of  
4 native plants.

5 (c) No vegetation shall be removed except in accordance  
6 with the tree ordinance of the City of Sausalito.

7 (d) Each individual homeowner shall be required to  
8 contribute ratably to the repair and maintenance of all common  
9 roadways within the project, which maintenance shall be done  
10 regularly and routinely.

11 (e) Automatic sprinkler systems must be installed in all  
12 project homes and garages.

13 10. Water Service. The parties agree that water to each  
14 of the lots created by a final map issued pursuant to this  
15 Agreement shall be directly supplied (to each lot) by the Marin  
16 Municipal Water District ("MMWD") and the project shall be  
17 annexed to that district, as per Alternative Water System  
18 Approach 2 set forth at pages 112 and following of the  
19 DEIR/FEIR. The parties agree that a petition for the annexation  
20 of the Wolfback Ridge area has been signed by Petitioners and a  
21 majority of the homeowners now served by the Wolfback Ridge  
22 Water Company, Inc., that the petition has been approved by the  
23 Board of Directors of MMWD and the City of Sausalito.  
24 Petitioners agree that they will cooperate with and support the  
25 finalization of the annexation of the water system to MMWD and  
26 any subsequent MMWD procedural requirements. The City will  
27 support in writing Petitioners request to MMWD for water  
28 hook-ups for all the lots contemplated by this Agreement. The

1 placement, design, size, color, configuration and screening of  
2 water tanks shall be as determined by MMWD and consistent with  
3 the provisions of the FEIR. Water and water pressure for fire  
4 protection for the project shall be supplied by the system  
5 designed, installed and operated by MMWD and Petitioners and  
6 City shall continue to cooperate and support that effort. Prior  
7 to the issuance of a Final Map, the water system shall be  
8 capable of providing a fire flow of 1,000 gallons/minute at  
9 project hydrants and 20 pounds residual pressure in the main.  
10 The system must also meet Sausalito Fire Department requirements  
11 of sufficient flow to the lots described herein.

12 11. Sewage Disposal. The use of on-site septic systems  
13 needed to accommodate the six lot subdivision is approved  
14 subject to implementation of the following mitigation measures  
15 and subject to review and approval by GGNRA, Cal-Trans and the  
16 County Sanitarian. The City will support in writing  
17 Petitioners' request to Marin County Sanitarian, Cal-Trans and  
18 GGNRA for sewage disposal systems for the 6 lots east of  
19 Wolfback Ridge Road:

20 (a) All drainfield designs must include measures and  
21 precautions to ensure that waste water does not resurface a  
22 short distance down slope.

23 (b) Trenches should be sited and constructed to ensure  
24 long term, maintenance free operation. Drainfield design must  
25 minimize and prevent the possibility of over saturation of the  
26 soil on the oceanside "bowl" area designated as S-4.

27 (c) Drainfield excavation and construction on the  
28 oceanside "bowl" must be done by hand, as necessary, to minimize

1 impact on the existing eucalyptus grove. Measures must be  
2 included in drainfield design and location to ensure against  
3 long term over irrigation impacts on the eucalyptus grove.

4 (d) To ensure against over-compaction, no drainfield shall  
5 be located under any proposed or approved access or easement.

6 (e) The suitability of any proposed sewer system and  
7 drainfield must be demonstrated by the Petitioners and  
8 determined and approved by the County Sanitarian prior to  
9 Recordation of the final map.

10 (f) Any drainfield located on property other than the lot  
11 it serves must include a permanent easement for the effluent  
12 line connecting the drainfields with the residential lot and  
13 septic tank.

14 (g) Drainfields should be located in gardens or other  
15 vegetative areas whenever possible to maximize the absorption of  
16 effluent by plants and other vegetation.

17 (h) All required Health Department variances and permits  
18 for a septic system shall be issued prior to issuance of the  
19 final map.

20 12. Drainage and Stabilization. The parties agree that  
21 drainage of storm water from the project and stabilization of  
22 slopes shall be accomplished as follows:

23 (a) Road design must avoid significant channelization, and  
24 must prevent significant alteration of the natural flow of water  
25 down slope into the property to be acquired by the GGNA and as  
26 approved by the City Engineer.

27 (b) Any road extension and associated storm drain system  
28 must also be designed to direct runoff away from the south and

1 away from the Highway 101 tunnel to the east.

2 (c) Runoff generated from the project shall be directed to  
3 the western drainage basin, and if required by the City Engineer  
4 or the GGNRA, into a cistern or other temporary holding device.

5 (d) Project roadways and related drainage systems must be  
6 designed to ensure that any increased runoff or speed of runoff,  
7 resulting from the project, including runoff from project urban  
8 surfaces is collected and discharged in a manner which avoids  
9 sensitive hillside and swale areas above Wolfback Terrace and  
10 Highway 101.

11 (e) Roof leaders from all homes constructed in the  
12 subdivision must be placed so that storm water is evenly  
13 distributed and not channelized into erosion inducing  
14 concentration. This requirement can be satisfied by directing  
15 such runoff to an appropriately located, sized and designed  
16 leaching field. The storm drainage systems shall be engineered  
17 and designed to meet city and Cal-Trans specifications so as to  
18 ensure satisfaction that the system will not cause or exacerbate  
19 soil moisture and erosion impacts on hillside slopes above  
20 Wolfback Terrace and Highway 101.

21 (f) Petitioners must incorporate measures, including  
22 retaining walls, to stabilize any existing steep road cuts above  
23 Wolfback Terrace and Wolfback Ridge Road to insure long term  
24 stabilization and proper runoff in those areas where project  
25 storm water runoff might be concentrated.

26 (g) Prior to any construction or excavation, Petitioners  
27 shall 1) prepare, have approved by the City, and be bound by a  
28 project erosion and sedimentation plan, which shall include

1 restrictions on disturbances of vegetative areas until actual  
2 construction of site improvements is ready to commence; it must  
3 also include provisions for revegetation of disturbed areas;  
4 provisions for the direction of runoff away from disturbed  
5 areas; and provisions for the inclusion of sedimentation basins  
6 in the project design, and 2) have conducted a site-specific  
7 geotechnical investigation to determine and identify roadway and  
8 building foundation design specifications that are needed to  
9 prevent hillside ground failure.

10 (h) If uphill roadway cuts are to be made, all such cuts  
11 shall be engineered and made to uphill banks only, with no fill  
12 deposited downhill; slope retention, stabilization and drainage  
13 shall be as required by the City Engineer.

14 (j) Petitioner shall demonstrate to the City and Cal-Trans  
15 that drainfield design will not exacerbate existing soil  
16 moisture conditions above Highway 101 or cause any instability  
17 of the slopes above Highway 101.

18 (k) Disturbed slopes must either be planted, mulched,  
19 hydroseeded or the use of retaining walls employed to ensure  
20 long term stabilization, provided however that grading shall be  
21 restricted to building footprints and road bed alignments to the  
22 greatest degree possible.

23 13. Mission Blue Butterfly Habitat. The parties agree  
24 that the GGNRA will review the project as modified by this  
25 Agreement to ensure that it avoids the impacts on the Mission  
26 Blue Butterfly habitat as a result of this settlement; that  
27 GGNRA will also review any plans to disturb the habitat area  
28 during construction of any septic system or water tank to ensure

1 the application of mitigation measures which may be required,  
2 such as habitat avoidance through easements and restrictions or  
3 the promulgation of a habitat conservation plan upon an  
4 incidental taking permit from the USFWS.

5 14. Cultural Resources. The parties agree that if  
6 cultural resources are encountered during project construction,  
7 alteration of the materials and their surrounding area must be  
8 halted until evaluated by a cultural resource professional, and  
9 if required, prescribed mitigation measures undertaken prior to  
10 the resumption of construction activities.

11 15. Noise Mitigations. The parties agree that certain  
12 noise mitigations shall be employed on the project as follows:

13 (a) Outdoor living areas must be designed to be shielded  
14 from Highway 101 noise through the use of courtyards and/or  
15 sound walls, or by locating these areas on the west side of the  
16 homes on lots 1, 2, 4, 5 and 6. These homes should also be  
17 designed to include sufficient noise insulation to maintain  
18 average indoor 24 hour noise levels at or below 45 dba.

19 (b) Truck traffic shall be restricted during construction  
20 to between the hours of 8:00 a.m. and 5:00 p.m. weekdays; all  
21 internal combustion equipment used on-site during construction  
22 must be routinely maintained with noise mufflers, and all  
23 equipment must satisfy Cal-OSHA noise restrictions. All such  
24 equipment shall be located away from existing homes whenever  
25 possible.

26 (c) During project construction, heavy equipment, such as  
27 bulldozers, backhoes, trenchers and paving machines, must be  
28 trucked to and from the site.

1           16. External Roadways. The parties agree that the  
2 privately owned roadways which serve this subdivision are less  
3 than 18 feet wide in certain locations at the present time.

4           (a) If the City Engineer determines, consistent with the  
5 provisions of the FEIR, that said roadways should be increased  
6 in width, the City Engineer can require that the Petitioners  
7 spend an amount equal to the amount that would have been their  
8 pro rata contribution on widening the road and said road may be  
9 widened to the greatest extent possible therefore with the  
10 amount of money available.

11           (b) Petitioners shall repair any off-site road damage  
12 caused by this development project, as is required by the City  
13 ordinances.

14           17. Extent of Development. The parties agree that with  
15 the exception of lot 3, as shown on the attached map, and which  
16 is in excess of 40,000 square feet, this development will be  
17 considered to exhaust the development potential of the lands  
18 involved. To prevent further requests for resubdivision, the  
19 Petitioners will dedicate a public open space or conservation  
20 easement to assure that none of the lots created by this  
21 proposal, other than the exception for lot 3, can be  
22 resubdivided or developed.

23           18. Internal Roadways.

24           (a) All on-site project roadways shall have the minimum  
25 road widths required by the City Engineer which shall not exceed  
26 the following widths: roads serving three lots, 16 feet; roads  
27 serving two lots, 14 feet; and roads serving one lot, 10 feet  
28 and shall be installed prior to issuance of Final Map.

1 (b) Access to lot 6 will be off of Wolfhack Ridge Road,  
 2 and as permitted by the SFD Chief and Cal-Trans to ensure safe  
 3 passage of safety equipment and other vehicles, with adequate  
 4 drainage and slope stability.

5 19. Waiver of All Claims. This release extends to all  
 6 claims, whether known or unknown, and to all injuries or  
 7 damages, and all rights of action thereon. Petitioners hereby  
 8 agree to waive any and all claims they have or may have against  
 9 Respondents, and expressly waives California Civil Code section  
 10 1542, which states:

11 A general release does not extend to claims which the  
 12 creditor does not know or suspect to exist in his favor at  
 13 the time of executing the release, which if known by him  
 14 must have materially affected his settlement with the  
 15 debtor.

16 20. Attorneys' Fees. Except as otherwise provided in this  
 17 paragraph, each party shall bear its own attorney's fees and  
 18 costs incurred in this proceeding. In the event either party  
 19 breaches any of the material terms of this Agreement, the other  
 20 party may enforce the terms hereof by an appropriate enforcement  
 21 proceeding in the above-entitled Court. In addition to any  
 22 other relief granted, the Court in such proceeding may award the  
 23 prevailing party its reasonable costs and attorneys' fees  
 24 incurred in such enforcement proceeding.

25 21. Legal Effect of Settlement. This Agreement is unique  
 26 to the parties and is entered into solely for the purpose of  
 27 settlement of this litigation; this Agreement shall have no  
 28 bearing or effect on any other matter now pending or arising in  
 the future in which similar factual or legal issues may be

1 presented.

2 22. Meaning of Settlement Agreement. Each party hereto  
3 has been fully advised by legal counsel as to the full contents,  
4 meaning and significance of this Settlement Agreement, and  
5 understands its terms and their effect. Each party hereto  
6 understands that this is a full and final compromise, release  
7 and settlement of all claims in this action.

8 23. Settlement Approval and Dismissal of Action. On the  
9 approval of this Settlement Agreement by the parties Alan  
10 Patterson and Carolyn Wear and the City of Sausalito, as shown  
11 by their signatures affixed hereto, any party may:

12 (a) move the Court for an order of dismissal of Action No.  
13 146626 and/or

14 (b) record a certified copy of this Judgment in the  
15 Official Records of Marin County, California.

16 PETITIONERS

RESPONDENTS

17 [Signature]  
18 Alan Patterson

[Signature]  
Amy Helsler, Mayor

19 [Signature]  
20 Carolyn Wear

21 ~~RECORDED~~ DEC 15 1998

22 APPROVED:  
23 Superior Court of the State  
24 of California in and for the  
County of Marin

25 By: \_\_\_\_\_  
26  
27  
28



# CITY OF SAUSALITO

420 Litho Street \* Sausalito, CA 94965  
Telephone: (415) 289-4100  
www.ci.sausalito.ca.us

February 7, 2012

Malcolm Leader-Picone, Esq.  
Batlett, Leader-Picone & Young, LLP  
2201 Broadway, Suite 803  
Oakland, CA 94612

Re: *Wolfback Estates Subdivision*

Dear Mr. Leader-Picone:

Thank you for your January 25, 2012 letter concerning the Wolfback Estates Subdivision. We have had an opportunity to review your letter and revisit the 1997 settlement agreement and the 1998 final map.

We understand from the focus of your letter that there has been a standing dispute with the Wolfback Ridge Homeowner's Association, Inc. (the "Association"). The City has no desire to intercede in the dispute between Mr. Patterson and the Association and we have not previously received any trespassing complaints from Mr. Patterson. However, the City's duty to protect the public health, safety and welfare is not held in abeyance simply because of such private party disputes.

As previously communicated to Mr. Patterson by City staff, container storage is not permitted as a primary use in the R-1-20 Zoning District where Mr. Patterson's properties lie (See Sausalito Municipal Code Sections 10.22.030 Table 10.22-1 and 10.44.050). In some limited circumstances, storage of building materials and a temporary office may be allowed as accessory uses. Unfortunately, the circumstances here do not meet the legal requirements. For example, "building materials and equipment (including construction vehicles) being used for construction may be stored in an orderly fashion on or adjacent to the construction site so long as a valid building permit is in effect .... (Sausalito Municipal Code Section 10.44.050A). Likewise, "[m]obile homes, recreation vehicles, or modular units may be used as temporary business of construction offices during the course of construction of a permanent facility ...." (Sausalito Municipal Code Section 10.44.280.A).

In seeking resolution of this matter with Mr. Patterson, we also considered whether the City could authorize a "Temporary Use Permit" under Section 10.44.310 of the Sausalito Municipal Code which "applies to temporary events and land uses that are not normally allowed in a specified zoning district and are temporary in nature." A Temporary Use Permit can be allowed so long as certain findings can be made by the City's Zoning Administrator pursuant to the issuance of a Minor Use Permit (Sausalito Municipal Code Sections 10.44.310 and 10.58.050).

FAX NUMBERS:

Administration: (415) 289-4167  
Recreation: (415) 289-4189

Community Development: (415) 339-2256

Library: (415) 331-7943  
Public Works: (415) 289-4138

ITEM NO. 1 PAGE 63

Exhibit F  
(3 pages)

Letter to Mr. Leader-Picone, Esq.

February 7, 2012

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City staff advised Mr. Patterson of the hurdles faced in making such findings given the long-term placement of storage containers in a residential zone clearly conflicts with the City's Zoning Ordinance and General Plan. Upset, Mr. Patterson then indicated we would hear from his legal counsel.

As a starting point and for clarification only, your letter indicates that Mr. Patterson has the right, "in perpetuity," to develop his subdivision pursuant to the terms of the settlement agreement. We were unable to locate the word "perpetuity" in the settlement agreement. However, we certainly acknowledge that Mr. Patterson possesses an important property right. But we do not believe such property right entitles Mr. Patterson to ignore provisions of the City's Municipal Code intended to protect the health, safety and welfare of the community.

We understand your position to be that the settlement agreement does not expressly prohibit the on-site placement of storage construction containers on the property. Citing Section 15(c) as an example of an explicit prohibition on storing certain items, you have stated that the settlement agreement "prohibits Mr. Patterson from keeping 'heavy equipment, such as bulldozers, backhoes, trenchers and paving machines' on site during construction." That is not quite correct. Section 15(c) provides that, "during project construction" heavy equipment "must be trucked to and from the site..." Section 15(c) is not an example of a prohibition on storage of certain items, but rather of a requirement that such heavy equipment be trucked in and out instead of having a backhoe or other heavy equipment being driven on the narrow roads leading to Mr. Patterson's property.

Moreover, the key to the requirement in Section 15(c) – which you did not address – is that the requirement is applicable "during project construction." That paradigm is at the heart of all of the physical activities addressed in the settlement agreement. Indeed, the settlement agreement addresses processes and activities directly related to the development and subsequent occupancy of the proposed project. You appear to have clearly sensed this critical waypoint, noting that a "construction office trailer and storage container are a common and necessary component of any residential development project." And that is the rub – we see no evidence of residential development. There are no pending application for a design review nor have building permits even been requested. On site, the area is littered with random items like a flatbed trailer suitable for towing a car, patio awning material and a propane storage tank to name just a few. The assertion that a collection of mismatched personal items are instead construction materials simply defies common sense. Indeed, Mr. Patterson has acknowledged to our staff that the storage containers are largely for personal property.

In an effort to demonstrate intent to commence construction activities, we have also urged Mr. Patterson to submit a Design Review Permit application for the construction of a single family dwelling on the vacant lot(s). Mr. Patterson refused this invitation. Consequently, the record is devoid of any evidence that Mr. Patterson is currently using the containers for construction

Letter to Mr. Leader-Picone, Esq.

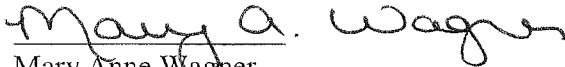
February 7, 2012

Page | 3

related activities *and* devoid of evidence that he intends to use the storage containers for construction activity in the foreseeable future.

In closing, the City's desire continues to be to work with Mr. Patterson in seeking a voluntary resolution of the obvious code violations currently existing on his property. However, we see nothing in the settlement agreement providing Mr. Patterson with the authority to simply ignore the City's laws and ordinances. Nonetheless, your letter indicates that Mr. Patterson is poised to "move[] forward with the development of his project." If that is the truly the case, we again urge Mr. Patterson to begin the process of seeking a Design Review Permit in which we could simultaneously address the use of the containers for construction purposes on a going forward basis.

Sincerely:



Mary Anne Wagner  
City Attorney

Cc: Jeremy Graves, Community Development Director  
Heidi Burns, Associate Planner

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## 10.44.020 Accessory Uses and Structures

**A. Purposes.** In addition to the general purposes of this Chapter, the specific purposes of this section regulating accessory uses and structures are as follows:

1. To provide for uses that are necessary to the operation or enjoyment of a lawful principally permitted or conditional use;
2. To provide for uses that are appropriate, incidental and subordinate to any lawful primary use;
3. To provide for residential accessory uses that are customarily part of a single family dwelling, including but not limited to swimming pools, workshops, studios, greenhouses and garages; and
4. To provide minimum standards for the timing and development of accessory uses and structures.

**B. Accessory Uses.** The following accessory uses are permitted in all districts when located on the same parcel as the principal use:

1. Installation and operation of necessary facilities and equipment in connection with schools and other institutions permitted in the respective district.
2. Recreation, refreshment, and service buildings in public parks.
3. Storage of not more than one horse trailer within an enclosed building located consistent with all the provisions of this Title.
4. Trees, shrubs and other ornamental planting.
5. Renting rooms for long-term (more than 30 days) occupancy in a dwelling. No more than two (2) paying occupants may be accommodated at any one time.
6. Home occupations permitted pursuant to Section 10.44.030 (Home Occupations).
7. Private swimming pools, cabanas, tennis courts and similar recreation facilities.
8. Private garages, carports and parking areas.

**C. General requirements.** All accessory buildings and structures are subject to the following standards, except where more restrictive requirements are established by other provisions of this Title for specific uses:

1. **Timing of construction.** Accessory buildings, temporary structures, and swimming pools shall be constructed or otherwise established at the same time as, or after, the main building or use, except where earlier construction is authorized through design review or zoning permit approval.
2. **Relationship of accessory use to principal use.** Accessory buildings and structures shall be incidental to, and not alter the character of the site from that created by the principal use.
3. **Attached Buildings.** If an accessory building is attached to a main building, it shall be made structurally a part of the main building and shall comply with all the requirements of this Title applicable to the main building.
4. **Structure Size.** Accessory buildings and structures shall not exceed one (1) story or fifteen feet (15') in height, and may occupy up to twenty-five percent (25%) of the required rear yard area, consistent with Section 10.40.090.C.1 and Section 10.040.050. The following requirements shall also apply:

- a. No such building shall be used for sleeping quarters; and
- b. The height of any such building at the property line shall not exceed six feet (6'). Such building or structure may then be increased one foot (1') in height for each foot such building or structure is set back from the property line.

**D. Walls, fences, and railings.** Walls, fences, and railings may occupy required yard areas subject to the following height limits:

- 1. When located along any parcel line: Six feet (6').
- 2. When located in any required rear or interior side yard: Six feet (6') plus one foot (1') in height for each foot such fence or wall is set back from the side or rear property line to a maximum of twelve feet (12'). Walls, fences, and railings may be located on retaining walls up to three feet (3') high above grade on property lines. Where retaining walls are greater than three feet (3') high on property lines, walls, fences, and railings may be no more than four feet (4') in height.
- 3. Fences shall not be constructed or maintained in any manner that unreasonably obstructs a view from an adjacent property or unreasonably obstructs the sunlight from reaching an adjacent property.
- 4. Any fence proposed for construction or installation, which requires the issuance of a building permit, shall be subject to administrative design review and approval pursuant to Section 10.54.080 (Administrative Design Review Permits).

**E. Off-street Parking.** Off-street parking spaces may occupy required yard areas provided the parking area's height above natural grade does not exceed two feet (2').

**F. Animal enclosures.** Animal enclosures shall be subject to the following requirements:

- 1. The minimum parcel size for enclosures for non-domestic animals is 20,000 square feet (20,000 sq. ft.) in gross area.
- 2. Animal enclosure for non-domestic animals shall be located a minimum of 50' from any residence on an adjacent site and a minimum of 10' from any property line.
- 3. Enclosures for more than 3 dogs shall be subject to the same requirements as non-domestic animals.
- 4. Horses may be kept subject to the following:
  - a. Stable or corral shall be located a minimum of 50' from any dwelling; and
  - b. One (1) horse shall be permitted for each one-half (1/2) acre of contiguous land area under the same ownership.
- 5. If no residence is permitted on property adjoining the subject property, the enclosure for non-domestic animals shall comply with minimum setback requirements for a main dwelling in the applicable zoning district.

**G. Swimming Pools.** Swimming pools, including lap pools, hot tubs, spas, and related equipment, are subject to the following requirements:

- 1. **Setbacks.** Swimming pools and related uses are not allowed in required side yards or within any utility or access easement. In the rear yard area, swimming pools shall maintain a five foot (5') setback from all property lines, subject to the occupancy limitations of Section 10.40.090.C.1. All mechanical equipment shall

be located no less than ten feet (10') from property lines and shall be enclosed, covered, or shielded to views from adjacent properties.

2. **Building coverage.** Swimming pools and related uses are not included in building coverage unless covered by a roof structure or unless the pool decking has an elevation of twenty-four inches (24") or more above natural grade.
3. **Fencing.** A fence shall enclose all swimming pools and related uses or other structure permitted by Title 8 (Building Code) of the Sausalito Municipal Code.

I:\CDD\PROJECTS - NON-ADDRESS\ZOA\Old ZO Amends\2003 Zoning Ordinance\AS ADOPTED\ChapTen44 PC 2003.07.15 db-Accessory Uses and Structures.doc

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#### 10.44.050 Storage, Accessory

This section applies to sites that are not primarily used or zoned for storage yards, and where storage is accessory to another primary use. Accessory storage includes building materials and equipment storage, commercial vehicle storage, and storage of noncommercial and inoperative vehicles. Accessory storage is subject Chapters 10.20 through 10.28 (Zoning District Regulations), 10.40 (General Development Regulations) when applicable and this section. This section does not apply to storage yards where storage, dry boat storage, or container storage is the primary use.

- A. Building materials and equipment.** Building materials and equipment (including construction vehicles) being used for construction may be stored in an orderly fashion on or adjacent to the construction site as long as a valid building permit is in effect for the construction. Building materials and equipment include stockpiles of construction materials, tools, equipment, and building component assembly operations. When storage is proposed on a lot adjacent to the construction site, the Design Review Permit application for the project shall also describe the storage site. If the storage area is not described in the original design review approval, the project shall return to the Planning Commission for a modification of a previously-approved Design Review Permit.

Storage areas (for construction projects) proposed within a public right-of-way shall require an Encroachment Permit from the City of Sausalito.

- B. Commercial vehicle repair and storage.** Commercial vehicles shall not be stored or parked longer than necessary for pickup or delivery at a site within a residential zoning district. This shall not include a standard passenger car, or a pickup truck or van having a payload of three-quarter (3/4) ton or less.

- C. Inoperative vehicles in commercial districts.** The storage or keeping of inoperative vehicles in commercial districts is subject to the following requirements.

- 1. Vehicles being repaired.** The commercial repair of vehicles is allowed only in the commercial or industrial zoning districts. Repair of personal vehicles is subject to Section 10.44.040 (Vehicle and Boat Repair or Storage in Residential Areas). The storage of inoperative vehicles in a commercial or industrial zoning district for the purposes of repair, alteration, painting, impoundment or temporary storage is subject to the requirements established by Chapters 10.20 through 10.28 (Zoning District Regulations) for "Repair and Maintenance - Vehicle," as defined by Chapter 10.88 (Definitions).
- 2. Vehicle ownership.** Only non-commercial vehicles, registered to the property owner, tenant, or resident shall be stored on site.

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### 10.44.310 Temporary Uses and Events

This section applies to temporary events and land uses that are not normally allowed in a specified zoning district and are temporary in nature.

- A. Temporary uses.** Any use, except mobile homes, may be authorized on a temporary basis in any zoning district.
1. **Permit requirement.** Minor Use Permit shall be required (Chapter 10.58, Minor Use Permits).
  2. **Duration of temporary use.** The granting authority may authorize a temporary use for a maximum of one year in all zoning districts.
  3. **Extension of time.** The granting authority may allow a single extension of the original time limit not to exceed the length of time originally allowed.
- B. Temporary events.** Temporary events involve the use of land or a building for an event of limited duration (see the definition of "Temporary Uses and Events" in Chapter 10.88, Definitions). Temporary events are subject to the following requirements:
1. **Applicability.**
    - a. **Commercial recreational events.** A Conditional Use Permit (CUP) shall be required for the establishment, maintenance and operation of any commercial recreational events in all zoning districts. Events shall include circuses, open-air theaters, or other similar establishments involving large assemblages of people.
    - b. **Outdoor festivals/concerts, etc.** A Minor Use Permit (MUP) shall be required for outdoor festivals/concerts, arts and crafts fairs and similar short-term events in any zoning district.
    - c. **Temporary events not subject to this section.** The following types of temporary events are not subject to the requirements of this section, and are also not subject to the permit requirements established by Chapters 10.20 through 10.28 (Zoning District Regulations):
      - 1) **Approved public assembly sites.** A temporary event conducted in an approved place of public assembly, such as a theater, convention center, or meeting hall.
      - 2) **Parades and street events.** Parades and other temporary events within a public road right-of-way, provided that all requirements of the City Engineer and Police Department are met.
      - 3) **Public events.** Admission-free events where the event is conducted at a public park or on other publicly-owned land with the permission of the landowner. Public events shall comply with the requirements of subsections B.2 (Time limits) through B.4 (Guarantee of site restoration) for other types of temporary events.

The City Council may adopt, by resolution, standards for the above types of temporary uses.

2. **Time limits.** A temporary event shall be conducted for no more than nine consecutive days, except where a different time limit is established by the granting authority through permit conditions of approval.
3. **Site design and development standards.** All temporary events are subject to the following standards, except where alternate standards are established by the granting authority through permit conditions of approval:
  - a. **Access.** Outdoor temporary events shall provide at least two unobstructed vehicle access points, each a minimum of eighteen feet (18') wide, from the event site to a publicly maintained road. Additional access shall be provided as required by the City Engineer or Police Department.
  - b. **Fire protection.** Facilities shall be provided as required by the Fire Department.
  - c. **Water supply and sanitation.** Facilities shall be provided as required by the County Health Department.
4. **Guarantee of site restoration.** A bond or cash deposit may be required for approval of a temporary event to guarantee site restoration after use and operation, as required by this section. The guarantee shall cover both operation and restoration, and is subject to the provisions of Section 10.50.190 (Security for Performance).

### 10.58.050 Minor Use Permit Findings

The Zoning Administrator may approve or conditionally approve a Minor Use Permit if the following findings can be made:

- A. The proposed use is allowed with issuance of a Minor Use Permit, pursuant to Chapters 10.20 through 10.28 (Zoning District Regulations), Chapter 10.44 (Specific Use Requirements) or any other applicable section of this Title 10.
- B. The proposed use is consistent with the General Plan, the purposes of the Zoning Ordinance, and the purposes of the applicable zoning district.
- C. The proposed use, together with the applicable conditions, will not be detrimental to the public health, safety, or general welfare of the City.
- D. The proposed use complies with each of the applicable provisions of the Zoning Ordinance.
- E. The proposed use or facility is properly located relative to the community as a whole and to land uses and transportation and service facilities in the vicinity.
- F. The size and shape of the subject property is adequate to provide features needed to ensure reasonable compatibility with land uses normally permitted in the surrounding area. Features may include but not be limited to yards, open spaces, walls and fences, parking, loading, landscaping, and such features as may be required by this Title or the Commission.
- G. Public utilities and facilities are or will be adequate to serve the proposed use, including streets and highways paved (and of adequate width) for the quantity and type of traffic it will generate.
- H. The proposed use will not materially adversely affect nearby properties or their permitted uses.
- I. Findings required by Chapter 10.44 (Specific Use Requirements) for the approval of specific uses are made.

BLANK

Sausalito Planning Dept.  
Attn: Heidi Burns  
By Hand

RECEIVED

DEC 19 2011

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

Sausalito, Dec.15, 2011

Dear Ms. Burns,

I faxed my Code Violation Form on November 30, 2011 after talking to Kenneth Henry. Please confirm your receipt of that fax! He advised me that in addition to having my voice mails that are recorded by him, it'd be prudent to file a written complaint. The violation has been going on since September 2011.

I was out of town Nov.7-Dec.12 and find upon my return that there's yet another storage container on Lot 5 belonging to Alan Patterson, my immediate next door neighbor. It's now looking like a commercial property. In addition Patterson has another storage container stored on Lot 6, adjacent to his former house 51 Wolfback Ridge Rd. Has he filed for a temporary use permit for that container as well?

My husband and I are strongly objecting to this treatment of a residential neighborhood. If we ever wanted to rent out or sell our property, it would be next to impossible to get a market price for our home. We pay \$26,000 plus in property taxes annually and have invested \$300,000 plus in our home and garden and truly improved the neighborhood. Furthermore by doing that we'll have improved Patterson's property values all around. He owns several parcels he has marketed for many years.

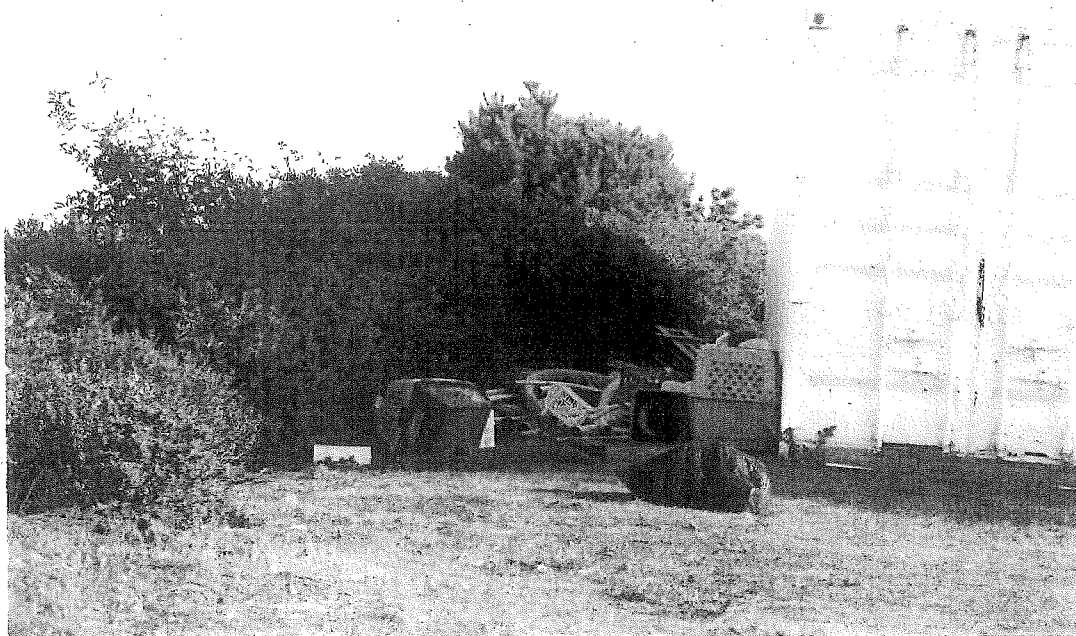
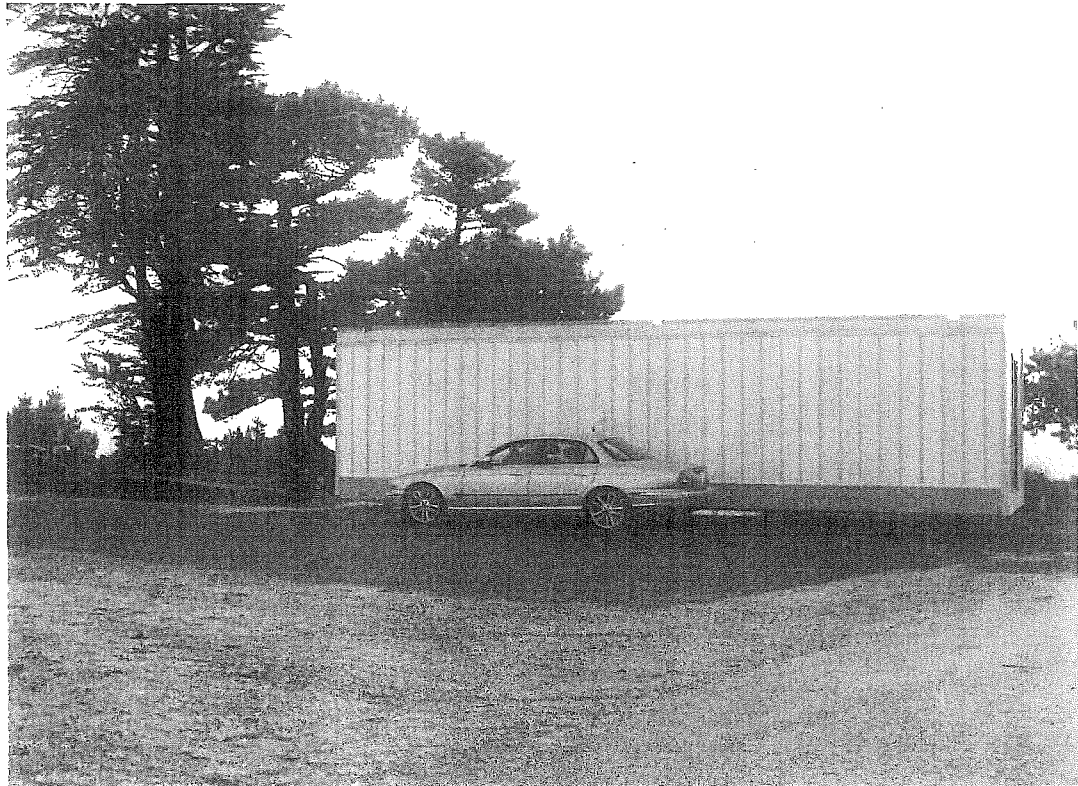
Please advise us when there will be a meeting of the Planning Commission and we will be there to speak in support of our interest plus that of the neighborhood. I am including some photos of the site but please come up and take a look!

Sincerely,

  
Marie Sparks Allman

Enclosure: four photos of Lot5 at 2 Canto Gal

Exhibit K  
(13 pages)





RECEIVED

JAN 11 2012

January 10, 2012

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

4 Wolfback Terrace  
Sausalito, CA 94965

Ms. Heidi Burns  
Sausalito Planning Commission  
420 Litho Street  
Sausalito, CA 94965

RE: Allan Patterson's Contractor's Trailer and Containers

Dear Ms Burns,

We live on Wolfback Ridge and are writing to you in regards to the illegal contractor's trailer and shipping containers that Allan Patterson has on his lots here in the neighborhood. As you are no doubt aware, Allan owns a number of lots along Wolfback Ridge; however, he has not applied for a permit to build on any of them and yet has this trailer and shipping containers on Lot 5. I understand he has another large shipping container on Lot 6.

When he first installed the contractor's trailer, he also illegally ran power to it from his previous house at 51 Wolfback Ridge. An extension cord was suspended across Canto Gal from a power pole to the trailer. It was finally taken down when several neighbors complained that it was a fire hazard.

Certainly, we understand the need for various equipment and trailers at a construction site; however, since Allan has not applied for any permits to construct anything, the trailer and the containers should be removed. They are an eyesore in the neighborhood.

We understand that this will be discussed at a planning commission meeting at the end of the month. Unfortunately, we are unable to attend since we will be out of town, but we did want to voice our opinion.

Thank you for your help in removing these illegal structures.

Sincerely,

  
Fred Searls

Sincerely,

  
Claudia S. Horty

Heidi Burns

RECEIVED

**From:** Karin Scholz Grace [karin@wolfback.com]  
**Sent:** Tuesday, January 10, 2012 7:21 PM  
**To:** Heidi Burns  
**Cc:** Allman Marie & George; Swig Esta; Saccone Jay; Silva Frank & Jamie; naci; Fritz Warren; Steven Foland; matthew naythons; Vipul Patel; Klott David; Sophie Guarasci; rguarasci@gmail.com; Heisse John  
**Subject:** containers on Alan Patterson's lots

JAN 12 2012

CITY OF SAUSALITO  
DEPARTMENT OF DEVELOPMENT

Dear Heidi,

As homeowners on Wolfback Ridge, we're writing to express our opposition to the containers and trailer that Alan Patterson has placed on his vacant lot in our neighborhood.

This is a residential area and those structures are non-conforming and completely out of character in a neighborhood of well-designed and well-maintained homes.

The trailer is in poor repair, with paper taped over the windows, and, to the best of our knowledge, is abandoned. The containers are, well, containers—of the kind seen in storage yards at the Port of Oakland. We have walked past the area at all times of the day and evening, multiple times a day for months now, while walking our dog, and have never seen any sign of life.

In addition, someone has abandoned an old pick-up truck on Mr. Patterson's lot adjacent to 35 Wolfback Ridge Rd, and this should be removed as well.

It is important that the City protect our property values and the aesthetics of our community, by enforcing the zoning ordinance on these lots and removing these eyesores.

Sincerely,  
Karin Scholz Grace and John Heisse  
8 Wolfback Ridge  
Sausalito  
415.331.9950

**Heidi Burns**

---

**From:** Vipul Patel [vyper33@gmail.com]  
**Sent:** Tuesday, January 10, 2012 8:39 PM  
**To:** Heidi Burns  
**Subject:** Shipping Containers on Wolfback Ridge

RECEIVED

JAN 12 2012

CITY OF SAUSALITO  
PLANNING DEPARTMENT

Dear Heidi,

As a resident and homeowner at Wolfback Ridge, I am writing in opposition of shipping containers that are currently sitting on the empty lots at top Wolfback Ridge. My understanding is the empty lots are owned by Alan Paterson.

I frequently walk past this part of the neighborhood for my walks and hikes and noticed these containers have been there for several months. Further, I have not seen any notices posted in our neighborhood of planned construction on these lots to justify these containers to be there.

You can appreciate my concern, since during my remodel approval and construction project I was given no leeway of any kind especially with setbacks defined by the zoning classification of the lots on Wolfback Ridge.

I expect the City of Sausalito and the Planning Department to be consistent with every owner of property in this city.

Thank you for your cooperation.

Vipul Y. Patel  
7 Cloud View Trail  
Sausalito, CA 94965

RECEIVED

Heidi Burns

From: Steven Foland [sfoland@stifel.com]  
Sent: Tuesday, January 10, 2012 9:47 PM  
To: Heidi Burns  
Cc: 'marieallman@sbcglobal.net'; 'CYannotti@arcadeinc.com'; 'swig88@earthlink.net'  
Subject: Wolfback - debris on lot 5

JAN 12 2012

CITY OF SAUSALITO

Dear ms burns,

I am a resident of the wolfback ridge area in sausalito, and I writing to you to express my concern and deep dissatisfaction with the containers and construction trailer currently on lot 5 of our residential area which I believe is owned by alan patterson.

There is no construction currently underway on that property. It looks to me as though mr patterson has simply elected to use his property as either a storage yard or industrial dump. Apart from being unsightly and certainly contrary to some city ordinance, I am very concerned about the safety and nuisance created by his industrial debris. My fiancé and I walk our dog on a daily basis past mr patterson's dumping ground and I am concerned that an abandoned trailer and industrial containers could attract unwelcome persons to the area posing a genuine safety risk to the community,

I request that you ask (or compel) mr patterson to remove the containers, trailer and other associated industrial debris as soon as possible.

Thank you for you consideration.

Steven foland  
Cheryl yannotti  
109 cloudview trail  
Sausalito, CA

Steven Foland  
Stifel Nicolaus Weisel  
Office +1.415.364.7151  
Office +86.10.6599.9153  
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## Heidi Burns

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**From:** Richard Zolezzi [zolezzir@pacbell.net]  
**Sent:** Wednesday, January 11, 2012 11:02 AM  
**To:** Heidi Burns  
**Subject:** Wolfback Ridge/Patterson containers

RECEIVED

JAN 12 2012

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

Dear Ms. Burns,

I am an owner of 27 Wolfback Ridge and am a member of the Board of Directors of the Wolfback Ridge Association. My family moved to the Ridge in 1961. I am writing to object to the unsightly storage and construction containers on the Patterson property. They would be out of place in all but an industrial/construction setting and they are particularly out of place in a residential neighborhood bordering the GGNRA.

If he has a permit, I'll stand down. If he does not, I ask that the City of Sausalito require their removal.

Very truly yours,

Richard V. Zolezzi  
Member of the Board of Directors of the  
Wolfback Ridge Association

RECEIVED

Heidi Burns

JAN 12 2012

**From:** Jay Saccone (Yahoo) [jaysaccone@yahoo.com]  
**Sent:** Wednesday, January 11, 2012 2:24 PM  
**To:** Heidi Burns  
**Cc:** Esta Swig; Karin Scholz Grace; Marie Allman; Fritz Warren; Vipul Patel; Newton Cope; Jamie Silva  
**Subject:** Storage Containers and Trailer, Patterson Lot 5, Wolfback Ridge

CITY OF SAUSALITO

January 11, 2012

Dear Ms. Burns,

*I would like to associate myself with the comments of those of my neighbors who have written to object to the non-conforming presence of storage containers and an abandoned construction trailer on one of the lots owned by Alan Patterson on Wolfback Ridge. As has been mentioned, these are an eyesore and, to our knowledge, there is no permit for their presence. They reduce the property value of adjacent properties and are a magnet for vandalism and arson.*

*Is there a reason why their continued presence is allowed? May the rest of the thirty-five or so neighbors on Wolfback Ridge also have outbuildings and longstanding steel containers on their property? (That would be another 105 or so structures.) And, as we are subject to pretty much the same zoning regulations as the rest of Sausalito, possibly excepting lot size, may all the property owners of Sausalito also have them? How is it that the Planning Commission can be so punctilious in examining applications and granting permits for those who subject themselves to the process, while seeming to take no notice to egregious violations such as this?*

*In my opinion, it's an embarrassment for the City that residents must wait for a Zoning Committee or Planning Commission meeting to enforce extant regulations. Would you kindly let me and the rest of the Board of the Wolfback Ridge Association know if there is anything more we can do to assist in the removal of these structures? Thank you.*

Sincerely,

Jay Saccone  
156 Cloudview Trail  
Member, Board of Directors, Wolfback ridge Association

copy: Wolfback Ridge Board of Directors

RECEIVED

Heidi Burns

JAN 12 2012

**From:** Esta Swig [swig88@earthlink.net]  
**Sent:** Thursday, January 12, 2012 2:59 PM  
**To:** Heidi Burns; Esta Swig; Newton Cope; Marie Allman; Karin Scholz; Vipul Patel; Jay Saccone; Richard Zolezzi; Jamie Silva; Fritz Warren  
**Subject:** Illegal containers on Wolfback Ridge

Dear Ms. Burns:

I live at 19 Wolfback Ridge Road and am President of the Wolfback Ridge Neighborhood Association. I am writing about Alan Patterson, who owns 7 empty lots on Wolfback Ridge. He was a resident until last year, but no longer lives here. He has brought a huge construction trailer and a storage container and placed them on one or two of his empty lots. This happened well before July 22, 2011. Mr. Kenneth Henry, building inspector, has been up here and asked him to remove these, because he has no permit, there is no activity on those lots, and he is in violation of the code. Mr. Patterson asked for an additional 60 days to do so, because his wife had died. Since Mr. Henry's visit, Mr. Patterson has placed an additional storage container on a lot. Now, I understand he has filed a notice of appeal regarding removal to the Planning Department. I am aware of the stringent requirements the City requires for building to protect our neighborhoods. If there is a violation, the project gets red tagged and building must stop immediately, that day. Mr. Patterson's violations have gone on for more than six months. To say our neighbors are frustrated with the City would be an understatement. I understand there may be a hearing at the beginning of February but not one neighbor has received any notice from the City of Sausalito.

I have lived on this ridge for 34 years and we all enjoy walking our beautiful roads and trails. His placement of these illegal containers and construction trailer has blighted our neighborhood and continues to do so. They are also a fire hazard because I believe he is storing cars, that are filled with gasoline, in one of those containers. His construction trailer is the size used for 30 story building sites, not single family dwellings. He has a long and troubled history with many of our neighbors. He continues to show blatant disregard for any law or city ordinance and his modus operandi is to delay, delay, delay. My experience with him is that he will not be able to appear at a hearing because he is too ill, out of the country, in the hospital, have a doctor's note that he can't be stressed, or can't be reached. His past actions have cost us thousands of dollars to protect ourselves.

I am asking that the City of Sausalito enforce their own laws and ordinances and have these structures removed immediately. Our experience is that he will not voluntarily comply. Please help us protect our community and property. Please stop delaying your enforcement procedures. Six months is a travesty for our neighborhood and we all ask, why isn't the City doing their job? Sincerely, Esta Swig

**Heidi Burns**

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**From:** matthew naythons [naythons@gmail.com] on behalf of Matthew E. Naythons  
[matthew@epicenter.com]  
**Sent:** Monday, January 16, 2012 4:16 PM  
**To:** Heidi Burns  
**Subject:** Construction material on Wolfback Ridge Rod

RECEIVED

JAN 19 2012

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT DEPARTMENT

Dear Ms. Burns:

My name is Dr. Matthew Naythons, and I am a member of the Wolfback Ridge Association, residing at #31 Wolfback Ridge Road.

The neighborhood association exists to maintain our roads, trim a summer's worth of brush and weeds, and support each other in the maintenance of what we all consider a natural treasure—the beauty of Wolfback Ridge.

Of course the beauty comes with a certain amount of adversity. It gets swept by gale force winds in winter, lies smothered in fog most of the summer, and remains susceptible to the dangers of fire in the fall. Coyotes, rattlesnakes, bobcats and even the odd mountain lion or two live among us.

But while natural adversity is embraced, human adversity has no place among this association of friends and neighbors.

Unfortunately adversity now does exist on Wolfback, due in part by the presence of construction materials, trailers and a seemingly abandoned car on the property on one of our neighbors. It is my understanding, that the neighbors most affected by the visual blight politely requested that the material be removed, without results.

Commissioners, why are the structures still there? I, for one, would be pleased if they were removed as requested. Our offending neighbor has had a difficult year with great personal loss, and perhaps merely needs a polite reminder from you to do the right thing—for the benefit of his own friends and neighbors.

With best wishes,

Matthew Naythons, MD

RECEIVED

March 7, 2012

MAR - 7 2012

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

Dear Ms. Burns,

As homeowners on Wolfback Ridge Road, we are concerned about the Temporary Use Permit to allow storage of trailers, cars & building materials, etc. on vacant lots 4 & 5 of the Wolfback Estate Subdivision. An (apparently) abandoned trailer with broken windows has been on the property for months. What does Temporary Use imply & or allow? Adding more personal items & building materials seems to us to invite unwanted trespassers & vandalism to say nothing of the rodents. It is already a blight on the otherwise beautifully maintained neighborhood.

We strongly oppose the continuation of this blight & or any addition to it.

Sincerely,

Peter Erickson

Reeile Erickson

PETER ERICKSON

Reeile Erickson

5 Wolfback Ridge Road

Sausalito, CA 94965

415.332.2338

RECEIVED

MAR - 8 2012

CITY OF SAUSALITO  
COMMUNITY DEVELOPMENT

3/5/12

Community Development Dept.,  
c/o Heidi Burns

Dear Mr. Burns,

After our telephone conversation today, it was not clear to me whether our talk was sufficient in expressing my view regarding Alan Paterson's temporary use permit application. I was encouraged to put it in writing for your record.

Indeed, one cannot be happy to view on a daily basis, the very large container on one side of lot 5, a construction "office" on the other, and various vehicles in between. I'm well aware that people have the right to use their property as they see fit but not to the detriment of others. Some consideration I believe, is due especially to the surrounding neighbors. Frankly, all of the above sits on a smaller size lot and is quite prominent visible. Also, with the number of trespassers we encounter, I fear that the "office" structure may invite vagrancy.

Thank you for your consideration.  
Delia Butz  
1 Rose Bowl Dr.

BLANK