



APPLICATION FOR PARCEL MAP – URBAN LOT SPLIT SB 9

CITY OF BELVEDERE • PLANNING DEPARTMENT
450 SAN RAFAEL AVE • BELVEDERE, CA 94920-2336
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FOR STAFF USE ONLY

Date: _____ Rec'd. by: _____ Amount: _____ Receipt No.: _____
Assessor's Parcel No: _____ Zone: _____R1-_____

SECTION 1 • PROJECT SUMMARY

Address of Property: _____

Record Owner of Property: _____

Mailing _____ Daytime Phone: _____

Address: _____ Email: _____

Owner's Representative: _____

Mailing _____ Daytime Phone: _____

Address: _____ Email: _____

Project Description: _____

Zoning Parameters:

	<u>Required</u>	<u>Existing</u>	<u>Proposed</u>
Lot Area	_____	_____	_____
Lot Coverage	_____	_____	_____
Total Floor Area	_____	_____	_____
Floor Area of Junior ADU or ADU (if applicable)	_____	_____	_____
Front Yard Setback	_____	_____	_____
Left Side Yard Setback	_____	_____	_____
Right Side Yard Setback.	_____	_____	_____
Rear Yard Setback	_____	_____	_____
Building Height	_____	_____	_____
Parking Spaces	_____	_____	_____

Properties Affected

Assessor's Parcel Number	Address	Parcel Size

1. Attach a survey map including the proposed and current boundaries, easements, rights-of-ways, and existing structures.
2. Attach a legal description of each proposed lot.
3. If any of the proposed lots fail to comply with to existing zoning or subdivision laws, a variance may be required.

SECTION 2 • ACKNOWLEDGEMENT OF DEVELOPMENT STANDARDS

The following advises you of the development standards for SB 9 - Urban Lot Splits. You are hereby requested to acknowledge this information and agree to conform to the standards set forth in Belvedere Municipal Code §18.27 below:

18.27 – Urban Lot Splits SB 9— Standards for compliance and approval.

18.27.010 Purpose & Intent.

- A. The purpose of this Chapter is to establish objective zoning standards and regulations to govern the development of qualified Senate Bill 9 (SB 9) subdivisions and development projects in residential zoned properties within the City of Belvedere. The establishment of these regulations will result in the orderly subdivision and development of qualified Senate Bill projects while ensuring that the new units are consistent with the City's character and do no create any significant impacts with regards to public infrastructure or public safety. The regulations are established to implement the requirements under as reflected in Government Code Section 65852.21 and 66411.7.
- B. The provisions of this Chapter shall be the primary regulations for the subdivisions of land for and development of SB 9 dwelling units. To the extent that an aspect of the subdivision of land for or development of SB9 dwelling units is not addressed by the Chapter, other provisions of the Municipal Code shall apply. In the event of a conflict between this Chapter and another provision of the Municipal Code, as it applies to the subdivision of land for or development of SB 9 units, this Chapter shall prevail.

18.27.020 Definitions. For purposes of this Chapter and Chapter 19.77, the following definitions apply:

- A. "A person acting in concert with the owner" means a person that has a common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.
- B. "Adjacent parcel" means any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right of way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.

- C. “Car share vehicle” means a motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization and provides hourly or daily service.
- D. Common ownership or control” means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or a family member of an investor if the entity owns 10 percent or more of the interest in the property.
- E. “Very low-income households” has the meaning set forth in Health & Safety Code Section 50105.
- F. “Lower income household” - has the meaning set forth in Health and Safety Code Section 50079.5.
- G. “Moderate income household” has the meaning set forth in Health and Safety Code Section 50093.
- H. “Sufficient for separate conveyance” means that each attached or adjacent dwelling unit is constructed in a manner adequate to allow for the separate sale of each unit in a common interest development as defined in Civil Code Section 1351 (including a residential condominium, planned development, stock cooperative, or community apartment project) or into any other ownership type in which the dwelling units may be sold individually.
- I. “Two-Unit Development” means a development that proposes no more than two units or proposes to add one new unit to one existing unit and that meets all the criteria and standards set forth in Chapter 19.77.
- J. “Urban Lot Split” means a subdivision of an existing parcel into no more than two separate parcels that meets all the criteria and standards set forth in this Chapter.

SECTION 3 • PERMIT APPLICATION & PROCEDURES FOR SB 9 URBAN LOT SPLIT

18.27.30 Permit Application and Procedures – Urban Lot Splits.

- A. Application and Review Authority. An application for an Urban Lot Split shall be made by the property owner and filed with the Planning Department on a form prescribed by the Director of Planning and Building, containing such information as reasonably requested by the Director of Planning and Building, and accompanied by the appropriate fee.
- B. Ministerial Review. For applications that satisfy the requirements of this Chapter, the Director of Planning and Building or designee shall approve a parcel map as a ministerial permit, without discretionary review, public hearing, or Design Review. The decision shall be final and shall state in writing the reasons for approval or denial.
- C. Review Timing. The City shall act upon an application for an Urban Lot Split within the time limits provided by the Subdivision Map Act.

18.27.040 Qualifying Criteria for Urban Lot Splits. Applications for Urban Lot Splits must meet the following requirements. No exceptions to the standards in this section shall be requested or granted.

- A. The parcel is located within a single-family residential zone (R-1L, R-1C, R1-W, R-15).
- B. The parcel being subdivided is not located on a site that is any of the following:
 - 1. Either prime farmland or farmland of statewide importance as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria,

as modified for California, and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by local ballot measure that was approved by the voters of that jurisdiction.

2. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
3. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by the City of Belvedere, pursuant to subdivision(b) of Section 51179 of the Government Code, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
4. A hazardous waste site but that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
5. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, Element complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health & Safety Code), And by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.
6. Within a special flood hazard area subject to inundation by the 1% annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent can satisfy all applicable federal qualifying criteria to provide that the site satisfies this subparagraph, the City of Belvedere shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standards or action adopted by the City of Belvedere that is applicable to that site. The development may be located on a site described in this subparagraph if either of the following are met (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the City of Belvedere; or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum floodplain management criteria of the National Flood Insurance Program Pursuant to Part 59 commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter 1 of Title 44 of the Code of Federal Regulations.

7. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency unless, the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent can satisfy all applicable federal qualifying criteria to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the City shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the City of Belvedere that is applicable to that site.
 8. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the Federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
 9. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 10. Lands under conservation easement.
- C. The lot split shall result in no more than two parcels (one net new parcel) of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision and in no instance shall any resulting lot be smaller than 1,200 square feet in area.
- D. The resulting parcels shall comply, with the lot size, frontage, width, and front & rear requirements of Title 19 – Zoning, except that the Director of Planning and Building will grant the minimum necessary exceptions to any requirement that would physically preclude the original parcel from being subdivided into two parcels that are not smaller than 1,200 square feet, so long as one of the parcels is no smaller than 40 percent of the lot area of the parcel proposed for subdivision.
- E. The proposed Urban Lot Split would not require demolition or alteration of any of the following types of housing:
1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low- or very low-income.
 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 3. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
 4. Housing that has been occupied by a tenant in the last three years.

- F. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a City of Belvedere landmark or historic property or historic district pursuant to a City of Belvedere ordinance.
- G. The parcel is not located within a High Sensitivity area as shown on the General Plan Prehistoric Sensitivity Maps found in the Technical Appendix of the General Plan, which parcels are City of Belvedere historic properties.
- H. The parcel being subdivided was not created by an Urban Lot Split as provided in this section.
- I. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided in this section.
- J. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:
 - 1. The application of such standards shall be modified by the Director of Planning and Building if the standards would have the effect of physically precluding the construction of two units on either of the resulting parcels created pursuant to this chapter or would result in a unit size of less than 800 square feet. Any modifications of development standards shall be the minimum modifications necessary to avoid physically precluding two units of 800 square feet on each parcel.
 - 2. Notwithstanding subsection (9)(i) above, required rear and side yard setbacks shall equal four feet,¹ except that no setback shall be required for an existing legally created structure, or a structure constructed in the same location and to the same dimensions as an existing legally created structure.
- K. Each resulting parcel shall have access to, provide access to or adjoin the public right-of-way. Each resulting parcel shall be required to meet the design standards of Title 18.08 of the Belvedere Municipal Code for subdivisions. Additionally, lot lines shall be:
 - 1. Straight lines unless there is a conflict with existing improvements or the natural environment;
 - 2. Generally parallel to the street when facing a street OR be at right angles perpendicular to the street on the straight streets, or radial to the street on curved streets;
 - 3. Within appropriate physical locations (e.g., does not bisect buildings);
 - 4. Contiguous with existing zoning boundaries.
 - 5. Lot lines shall not result in an accessory building or accessory use on a lot without a main building on the same lot.
- L. Proposed adjacent or connected dwelling units shall be permitted if they meet building and safety standards and are designed sufficient to allow separate conveyance. The proposed dwellings shall provide a separate gas, electric and water utility connection directly between each dwelling unit and the utility.

¹ Localities may allow a smaller setback if desired, but the *required* side and rear setbacks can be no more than stated in this provision.

- M. No more than two (2) units may be located on any lot created through an Urban Lot Split, including primary dwelling units, accessory dwelling units, junior accessory dwelling units, density bonus units, and units created as a Two-Unit Development.
- N. Parking. One parking space shall be required per unit constructed on parcel created through an Urban Lot Split, except that no parking may be required when:
 - 1. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or
 - 2. There is a designated parking area for one or more car-share vehicles within one block of the parcel.
- O. Compliance with Subdivision Map Act. The Urban Lot Split shall conform to all applicable objective requirements of the subdivision map act (Government Code Section 66410 et seq.), except as otherwise expressly provided in Government Code Section 66411.7. Notwithstanding Government Code Section 66411.1, no dedications of rights of way or the construction of off-site improvements may be required as a condition of approval for an urban lot split, although easements may be required for the provision of public services and facilities.
- P. The correction of non-conforming zoning conditions may not be required as a condition of approval.
- Q. Parcels created by an urban lot split may be used for residential uses only and may not be used for rentals of less than 30 days.
- R. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300 (d).
- S. Urban Lot Splits shall be subject to all impact and other development fees imposed on the approval of a parcel map.
- T. Specific Adverse Impacts. In addition to the criteria listed in this section, a proposed Urban Lot Split may be denied if the building official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A “specific adverse impact” is a significant, quantifiable, direct and unavoidable impact, based on objective identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.
- U. A building permit application for SB 9 dwelling units must be submitted concurrently with the parcel map application to demonstrate compliance with SB 9 development standards and this chapter for newly created lots.

Section 18.27.050 Additional Required Documentation.

- A. Owner-Occupancy Affidavit. The applicant for an Urban Lot Split shall sign an affidavit, in the form approved by the City Attorney, stating that the applicant intends to occupy one of the housing units on the newly created lots as its principal residence for a minimum of three (3) years from the date of the approval of the Urban Lot Split. This subsection shall not

apply to an applicant that is a community Land Trust as defined in clause (ii) of subparagraph (11) of subdivision (a) of Section 402.1 of the Revenue & Taxation Code or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue & Taxation Code.

- B. Additional Affidavit. If any existing housing is proposed to be altered or demolished, the owner of the property proposed for an Urban Lot Split shall sign an affidavit, in the form approved by the City Attorney, stating that none of the conditions listed in Section 18.27.040(F) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past three (3) years (five (5) years if an existing unit is to be demolished). The owner and applicant shall also sign an affidavit stating that neither the owner nor applicant, nor any person acting in concert with the owner or applicant, has previously subdivided an adjacent parcel using an Urban Lot Split.
- C. Recorded Covenant. Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant in the form prescribed by the City of Belvedere City Attorney which shall run with the land and provide the following:
 - 1. A prohibition against further subdivision of the parcel using the Urban Lot Split procedures as provided for in this section; and
 - 2. A prohibition on nonresidential uses of any units developed or constructed on either resulting parcel, including a prohibition against renting or leasing the units for fewer than 30 consecutive calendar days.
 - 3. A decision to approve or deny an Urban Lot Split shall be final.

**STATEMENT OF PROPERTY OWNERSHIP,
CERTIFICATION OF APPLICATION, & DESIGNATION OF REPRESENTATIVE**

All property owners must complete this Section. Please complete the applicable section for your property's ownership entity.

Street address of subject property: _____

Assessor's Parcel No(s). of subject property: _____

➤ **Properties Owned by Individuals**

I, _____, state under penalty of perjury under the laws of the
(print your name)

State of California that I am the record owner of the above-described subject property.

I hereby make application for approval of the Junior Accessory Dwelling Unit permit requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the design review and initial environmental evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief

Signed this _____ day of _____, 20____, at Belvedere, California.

I understand that the contents of this document are a Public Record.

Signature _____

➤ **Properties Owned by a Trust, LLC, Corporation, Partnership, or Other Entity**

For properties owned by a trust, please attach the trust document or a certificate of trust, including any attachments thereto. For an LLC, corporation, partnership, or other entity, please attach proof of ownership and certification of the signer’s authorization to enter into contracts on behalf of the entity.

I, _____, state under penalty of perjury under the laws of the
(print your name)

State of California that the above-described subject property is owned by a trust, LLC, corporation, partnership, or other entity and that my signature on this application has been authorized by all necessary action required by the LLC, corporation, partnership, or other entity.

I hereby make application for approval of the Junior Accessory Dwelling Unit permit requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the design review and initial environmental evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief

I agree to be responsible for all costs incurred in connection with the processing of my application and appeals, if any.

I understand that the contents of this document are a Public Record.

Signed this _____ day of _____, 20____, at Belvedere, California.

Signature _____ Signature _____

Title(s) _____ Title(s) _____

Trustee(s) Partners: Limited or General Corporation Other _____

Name of trust, LLC, corporation, or other entity: _____

➤ **Designation of Owner’s Representative (Optional)**

I, _____, hereby authorize _____
(print your name) (print name of representative)

to file on my behalf any applications, plans, papers, data, or documents necessary to obtain approvals required to complete my project and further authorize said person to appear on my behalf before the Planning Commission and/or City Council. This designation is valid until the project covered by the application(s) is completed and finalized or until the designation is rescinded in writing.

I understand that the contents of this document are a Public Record.

Signature of Owner: _____ Date: _____

Signature of Representative: _____ Date: _____



**CITY OF BELVEDERE
DEPARTMENT OF COMMUNITY DEVELOPMENT
COST BASED FEE SYSTEM**

Agreement for Payment of Full Cost Recovery Fees for Application Processing and Inspection Services
(Not required for flat fee applications, contact Community Development Department if you have any questions.)

_____ (“Applicant”) agree(s) to
[Print names of Property Owner (or Authorized Agent) and Applicant (if different from Owner)]
pay to the City of Belvedere all reimbursable costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use and/or encroachment or grading permit for land use approval(s) and inspection(s) with respect to the subject property or project located at

_____ *[Location, Address or Assessor’s Parcel Number(s)]*
even if the application is withdrawn or not approved. Reimbursable costs include but are not limited to all items within the scope of the City’s adopted Cost Recovery Program, as well as the cost of retaining professional and technical consultant services and any services necessary to perform functions related to review and processing of the applications and inspection of the work. Owner and Applicant understand that one or more deposits will be required to be paid by Owner and/or Applicant to cover the costs noted above at such time(s) and of such amounts as requested by the Community Development Director or designee. City agrees to review and process the application in accordance with this Agreement and all applicable laws, regulations, ordinances, standards and policies. This agreement applies to all subsequent applications related to the project.

Owner and Applicant understand and agree that nonpayment of processing and inspection fees pursuant to the City’s Cost Recovery Program may, at the sole and exclusive discretion of the Community Development Director, result in temporary or permanent cessation of processing of the application or inspection of the work and, after notice, may result in the denial of the application and/or order to cease work. Prior to completion of processing of any phase of the project, any and all outstanding amounts due pursuant to this agreement shall be paid. The Community Development Department will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required processing and inspection fees have been paid in full.

The applicant agrees to adhere to the following guidelines with respect to the billing of processing and inspection fees:

1. Non-receipt of invoices must be brought to our attention within 30 days of the date they are routinely received by your office.
2. Invoices presented without sufficient “backup” documentation shall be brought to our attention within 30 days of the receipt of invoice from the City.
3. Questions regarding specific charges that you believe may be questionable and/or incorrect must be brought to our attention no later than 30 days following receipt of your invoice and corresponding documentation.

Failure to comply with the aforementioned procedures within the specific times may, if research of billing information is requested, result in additional charges for clerical time spent and will be billed at our cost recovery rate. Please note that with the exception of documented disputed amounts, finance charges will be assessed at the rate of 12% per annum or 1% per month on all past due amounts.

In any legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including costs and attorneys' fees.

As part of this application, the Applicant agrees to defend, indemnify, release and hold harmless the City, its agents, offices, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnitees"), the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties and/or the indemnitees, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the indemnitees.

Nothing in this agreement shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that the Applicant is required to defend the indemnitees in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnitees, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City.

The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with the Applicant in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own defend any claim, action or proceeding where the Applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City.

The Applicant also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by the claim, action or proceeding and if the Applicant desires approvals from the City which are conditioned on the approval of said

The undersigned Owner/Authorized Agent hereby represents that he/she either personally owns the subject property or is an entity authorized to install and maintain facilities for provision of utility, telecommunications, video, voice or data transmission service in the public street right of way or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. Applicant agrees to be jointly and severally liable with Owner for payment of all fees referenced above. Applicant agrees to notify City in writing prior to any change in ownership and to submit a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

Project Description:
