



**APPLICATION FOR**

- Certificate of Compliance
- Pre-Application/Concept Design Review
- Design Review
- Development Agreement
- Environmental Review
- Exception
- General Plan Amendment
- Lot Line Adjustment
- Subdivision/Tent. Map
- Sign Program/Amendment
- Sign Review
- Use Permit
- Variance
- Zone Change/Planned Dev
- Other

**REVIEW/HEARING BODIES**

- Design Review Board
- Zoning Administrator
- Staff/Administration
- City Council
- Planning Commission

**APPLICATION FOR**

STREET ADDRESS: None

EXISTING ZONING: PD

PRESENT USE OF PROPERTY: Vacant Land

**APPLICANT INFORMATION**

PROPERTY OWNER NAME: Dominican Valley LLC

ADDRESS: PO BOX 150173

CITY/ZIP: San Rafael CA 94915

AUTHORIZED AGENT/APPLICANT NAME: Ray Cassidy

Address: PO BOX 150173

CITY/ZIP: San Rafael CA 94915

CONTACT (if different from above):

**DETAILED DESCRIPTION OF PROJECT**

Development application for PLAN23-081 (SB-330 Pre-Application and Development application received by San Rafael CD Dept on June 13th 2023 and December 6th 2023). Project proposes Sub division of 20.79 Acres of land into 50 residential lots (+14 JADUs). Providing 86 covered parking spaces and 70 guest spaces. The project qualifies for 2 Incentives / concessions and unlimited waivers or reductions to development standards and the applicant reserves the right to request as needed through the application process. Applicant has completed CA State Density bonus application checklist form and hand delivered with full payment \$6,280 to the city C-Develop Dept on March 29th 2024. The housing will be a combination of both for sale and for lease housing units. This development application provides at least 20% of the units as affordable and therefore must be processed pursuant to the Builders Remedy of the Housing Accountability Act.

**DO NOT WRITE BELOW THIS LINE. See Conditions of Application on Reverse.**

FILL OUT UPON RECEIPT		ACTION BY:	
APPLICATION DATE:		STAFF:	DATE:
RECEIVED BY:		ZA:	DATE:
FEES: \$		PC:	DATE:
STAFF PERSON:		CC:	DATE:
COMPLETENESS DATE:		COO:	DATE:
CEQA ASSMT:			
DATE:			

CONDITIONS OF APPLICATION

- 1) All materials submitted in conjunction with this form shall be considered a part of this application.
- 2) The property owner and applicant authorize the Community Development Department to reproduce plans and exhibits as necessary for the processing of this application and understand that this may include circulating copies of the reduced plans for public inspection, and/or posting plans as part of the City's public hearing Agenda, and/or posting on the City's on-line permit management system.
- 3) This application will not be considered filed and processing may not be initiated until the Planning Division determines that the substantial is complete with all necessary information and is "accepted as complete." The City will notify the applicant of all application deficiencies no later than 30 days following application submittal. Materials submitted on days when the Planning offices are closed (e.g. weekend or holiday) will be deemed received on the first business day following the closure.
- 4) The property owner authorizes the listed authorized agent(s)/contact(s) to appear before the City Council, Planning Commission, Design Review Board and Zoning Administrator and to file applications, plans, and other information on the owner's behalf.
- 5) The Owner shall inform the Planning Division in writing of any changes.
- 6) **INDemnIFICATION:** As a condition of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, 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 the adoption of any 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 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. In the event that any claim, action or proceeding as described above is brought, the City shall promptly notify the applicant of any such claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action, or proceeding. In the event the applicant is required to defend the City in connection with any said claim, action or proceeding, the City shall retain the right to (1) approve the counsel to so defend the City, (2) approve all significant decisions concerning the manner in which the defense is conducted, and (3) approve any and all settlements, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding, provided that if the City chooses to have counsel of its own to defend any claim, action or proceeding where applicant already has retained counsel to defend the City in such matters, the fees and the expenses of the counsel selected by the City shall be paid by the City.
- 7) **ATTORNEY'S EXPENSES COST REIMBURSEMENT:** As a condition of this application, applicant agrees to be responsible for the payment of all City Attorney expenses and costs, both for City staff attorneys and outside attorney consultants retained by the City, associated with the reviewing, process and implementing of the land use approval and related conditions of such approval. City Attorney expenses shall be based on the rates established from time to time by the City Finance Director to cover staff attorney salaries, benefits, and overhead, plus the actual fees and expenses of any attorney consultants retained by the City. Applicant shall reimburse City for City Attorney expenses and costs within 30 days following billing or same by the City.
- 8) **RECOVERY OF ATTORNEY'S FEES BY PREVAILING PARTY:** In any action brought to enforce the applicant's obligations, including the Indemnification and Attorney's Expenses Cost Reimbursement conditions set forth above, the prevailing party shall be entitled to an award of reasonable litigation costs, including attorney's fees and costs.
- 9) **COST BASED FEE SYSTEM:** (not applicable to flat fee applications): Applicant agrees to pay to the City all incurred costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use approval(s), even if the application is withdrawn or not approved. Reimbursable costs include all staff and overhead costs as established in the City's adopted Cost Recovery Fee Program Master Fee Schedule, as well as the cost of required professional consultants to assist in environmental, engineering or legal review. If expenditures exceed 75% of the deposit amount required by the Cost Recovery Fee Program, additional deposits will be requested. Applicant understands and agrees that nonpayment of deposit requests within the time period specified in the request shall be deemed a withdrawal of the application. Any unexpended funds will be refunded by the City after completion of application processing.

I have read and agree with all of the above. I declare under penalty of perjury that the information contained in this application is true and correct to the best of my knowledge.

Property Owner Dominica Vally LLC Date: 3/29/24

Authorized Agent/Applicant [Signature] Dated: 3/29/24