

MEMORANDUM

TO: Marin County Planning Commission

DATE: March 26, 2026

FROM: Michelle Levenson, Principal Planner

SUBJECT: North Coast Land Holdings LLC Community Plan Amendment, Master Plan, Design Review, Tree Removal Permit, Master Use Permit and Vesting Tentative Map, and Certification of the Project Environmental Impact Report (EIR)
201 Seminary Drive, community of Strawberry, Mill Valley
Assessor's Parcel Nos. 043-261-25, 043-261-26, 043-262-03, 043-262-06, 043-401-05, 043-401-10, 043-401-16, 043-402-03, 043-402-06
(Project ID P1490)

The purpose of this memorandum is to provide public comments received since the March 2, 2026 Planning Commission hearing on the North Coast Land Holdings project application referenced above (Attachment No. 1). The provided public comments consist of those comments that were received up until 10:00am on March 26, 2026, the Thursday prior to the scheduled hearing consistent with the Planning Commission's meeting protocols. In addition, the memorandum contains a response to the recent public comments from the project applicant (Attachment No. 2), dated March 26, 2026. This memorandum also includes the applicant's presentations for the March 30, 2026 and March 2, 2026 Planning Commission hearings.

ATTACHMENTS:

1. Public comments on the project received since March 2, 2026
2. Applicant's response to public comments, dated March 26, 2026
3. Applicant's March 30, 2026 presentation to the Planning Commission
4. Applicant's March 2, 2026 presentation to the Planning Commission



Outlook

Seminary development - improved roadway for Chapel Dr apartments

From Justin Durack <jdurack@gmail.com>

Date Thu 3/26/2026 9:59 AM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

 1 attachment (2 MB)

Screenshot 2026-03-26 at 9.39.38 AM.png;

You don't often get email from jdurack@gmail.com. [Learn why this is important](#)

Dear Planning Commission,

First, thank you for your continued work to make the Seminary Development a successful improvement to our community. As written in previous comments, I support developing the site and especially adding housing - as a state, we need it.

As we enter the merits phase, we have a small but critical suggested change to the road access plan for the proposed new Chapel Drive West apartments.

Importantly - we believe this is a small change that will **benefit everyone**, including the new residents of the apartments as well as current residents in this area. Additionally, we had a chance to discuss this exact proposal with the developer themselves (including Bruce Jones and the primary plan designer), and **they agreed** that this suggested change was a "good idea" and that they would consider updating their plans accordingly. However, I have not yet seen it incorporated into the plans. My ask is to help follow through on this, given that **all parties agree** it would be a superior solution.

The email attachment shows how the current plans provide road access to the Chapel hill west apartments coming north out of Chapel Drive, and the proposed change.

As residents of Chapel Drive who drive this path daily, we know that the currently proposed placement is a poor choice for **both the current residents and the future residents of those apartments**. It would require a longer, circuitous route for those new residents to access their apartments, zigzagging away up Willis Drive, then back up Chapel Drive, then turning into the line of apartments. This is an unnecessarily longer, slower route that directs traffic through the existing neighborhood instead of through the Seminary property and into the apartments.

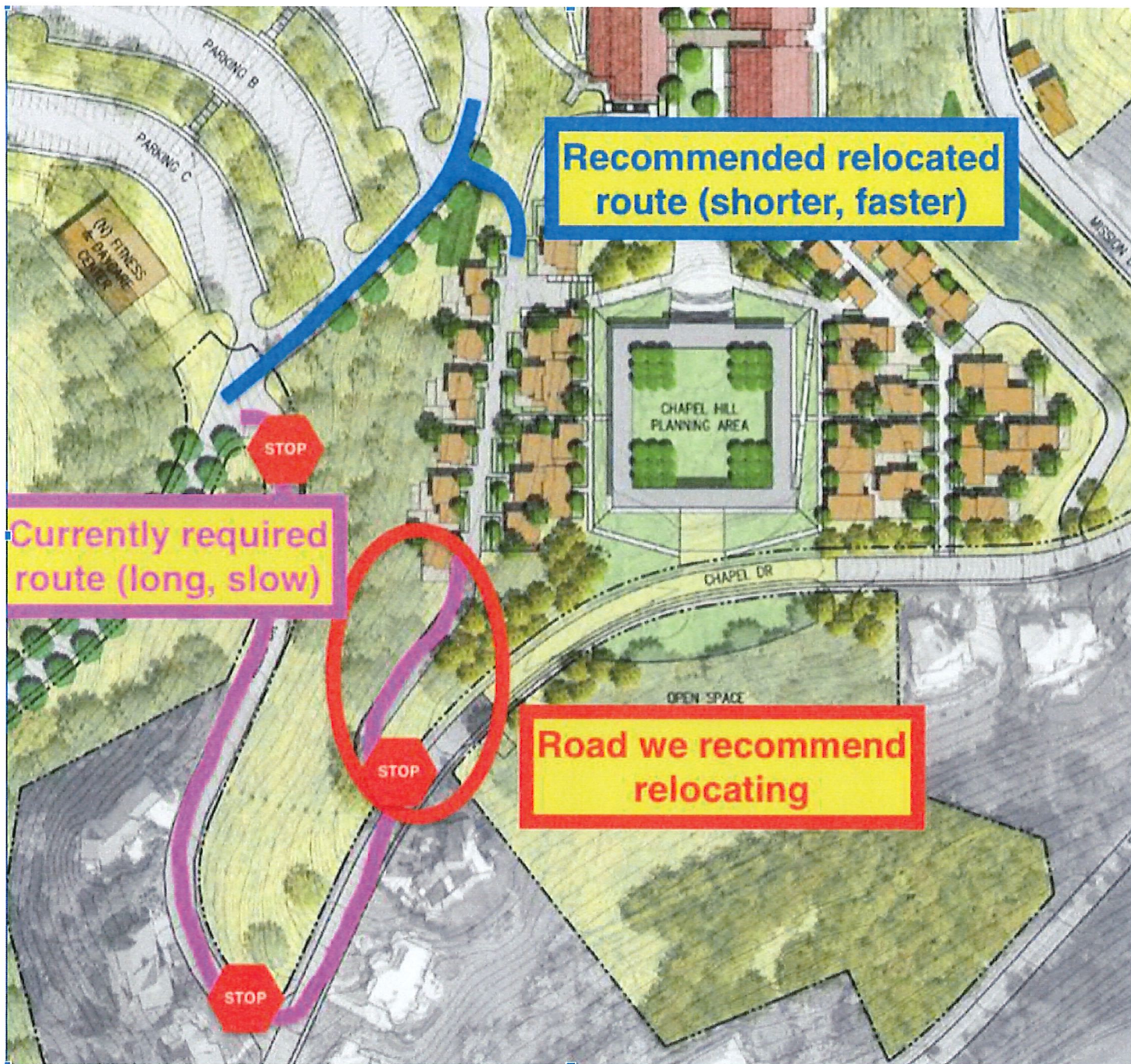
Alternatively, there's a **better solution for everyone**: locate this road access on the other side of the apartments, connecting directly into the existing parking lot areas at the Seminary. This route would be shorter, faster, and require fewer stops and turns. It avoids both stop signs on Willis Drive and on Chapel Drive (and likely a 3rd stop sign when placed at the turn onto Chapel Dr from the new apartments' street). And the right turn upward into the apartments in this new route would likely be

less sharp and steep than the currently required right turn onto Willis Dr, or very similar. See the attached illustration below for a visual view of the proposed improved route.

Additionally, it's important to understand where those residents will park. The current proposed plans put the only parking for these West side apartments on the East side, in the underground parking garage. However, we believe that this won't actually be the practical daily parking choice for West side apartment residents. No one will choose to carry groceries up parking garage stairs then across ~100 yards of hilltop. Instead, we expect West side apartment residents to prefer using the existing parking lots in front of the Seminary as a closer, better choice. So providing **direct roadway access from those existing, large lots into the West side apartments will be essential for the new residents daily convenience.**

Thank you for your consideration of this small but critical change, and for your continued work to make this project a success for everyone.

Best,
Justin Durack
141 Chapel Dr,
Mill Valley, CA 94941





Outlook

FW: Cross Walks and Stop Signs at Seminary Drive and Hodges Drive and Seminary Drive and Gilbert Drive at the North Coast Land Holdings Project ID 1490 at 201 Seminary Dr, Mill Valley

From PlanningCommission <PlanningCommission@MarinCounty.gov>

Date Thu 3/26/2026 9:06 AM

To Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

From: davidcbr0wn <davidcbr0wn@protonmail.com>

Sent: Thursday, March 26, 2026 8:49 AM

To: PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc: David Brown <davidcbr0wn@protonmail.com>

Subject: Cross Walks and Stop Signs at Seminary Drive and Hodges Drive and Seminary Drive and Gilbert Drive at the North Coast Land Holdings Project ID 1490 at 201 Seminary Dr, Mill Valley

You don't often get email from davidcbr0wn@protonmail.com. [Learn why this is important](#)

When I try to cross these intersections a couple of times a day, I have to run for my life to get across these streets. What about kids before and after practice, old people, and people fooling with their dogs who aren't paying attention? I witnessed a hit and run of a dog there 3 months ago in December 2025. Nothing short of cross walks and a 4-way stop sign at Seminary Drive and Hodges Drive and a 3-way stop sign Seminary Drive and Gilbert Drive will provide the safety needed by pedestrians.

As noted in the following, the project does not currently propose a four-way stop at these specific intersections, although The Master Plan includes the installation of new, high-visibility crosswalks at these intersections.

Regarding the intersections at **Seminary Drive and Hodges Drive** and **Seminary Drive and Gilbert Drive**, the North Coast project documentation, specifically the **Final Environmental Impact Report (FEIR)** and the associated **Master Plan**, includes several proposed pedestrian safety improvements.

While the documentation acknowledges the high speeds on Seminary Drive, it focuses on the following specific interventions for these two areas:

1. Seminary Drive and Hodges Drive

This intersection is a primary concern because it will serve as one of the main entry points for the new residential clusters (referred to as the "Hodges Area").

- **Proposed Crosswalks:** The Master Plan includes the installation of **new, high-visibility crosswalks** at this intersection to connect the existing shoreline pedestrian path with the new sidewalk network being built within the 201 Seminary Drive campus.
- **Stop Signs/Traffic Control:** While the project does not currently propose a four-way stop at this specific intersection, it does include **intersection bulb-outs** (curb extensions). These are designed to physically narrow the roadway, which forces drivers to slow down and significantly reduces the crossing distance for pedestrians.

- **Speed Mitigation:** The FEIR recommends **refreshed "Slow" and "Residential Area" pavement markings** on Seminary Drive approaching Hodges to alert drivers to the presence of turning vehicles and pedestrians. PAVEMENT MARKINGS AREN'T ENOUGH.

2. Seminary Drive and Gilbert Drive

This intersection is critical for residents accessing the shoreline and the northern edge of the project site.

- **Enhanced Pedestrian Access:** The project proposes a **unified sidewalk system** that will run along the campus side of Seminary Drive, which currently has gaps. This will terminate at a new crossing point near Gilbert Drive.
- **Rectangular Rapid Flashing Beacons (RRFB):** There has been significant public testimony regarding the "50 mph" speeds on Seminary Drive. In response, the county and the developer have discussed the potential for **RRFBs** (pedestrian-activated flashing yellow lights) at the primary crossing near Gilbert Drive to ensure drivers are alerted to people in the crosswalk. THE DEFAULT MUST BE FOR THE CARS TO STOP BECAUSE REQUIRING ACTION ON THE PART OF THE PEDESTRIAN ISN'T ENOUGH AND WILL TONE DOWN THE SPEED ON SEMINARY DRIVE. Absent minded kids, old people, and people fooling with their dogs who aren't paying attention will make for catastrophic results.

The "Seminary Neighborhood Association" Settlement

The formal **Environmental Settlement Agreement** that was reached in early 2026 between the developer (North Coast Land Holdings) and the **Seminary Neighborhood Association (SNA)**.

- This agreement includes specific commitments from the developer to fund "off-site" traffic improvements beyond the property line.
- I also plan to raise my safety concerns about the current stop sign and crosswalk proposals for Hodges and Gilbert that are insufficient at the March 30, 2026, Planning Commission hearing before the Final Master Plan is certified.

Best Regards,
David C Brown
150 Seminary Dr Apt 3E
Mill Valley, CA 94941-3194
Mobile: (408) 369-8320
Email: davidcbr0wn@protonmail.com
(That's a zero '0' in br0wn)



Seminary development project by North Coast Land Holdings

From Norris, Philip <PNorris@vitalant.org>

Date Thu 3/26/2026 1:28 AM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

Some people who received this message don't often get email from pnorris@vitalant.org. [Learn why this is important](#)

Dear Planning Commission,

I am writing in comment about the EIR review for the NCHL project at the Seminary site. I asked a question about the height of the planned senior center, and the EIR response did not answer my question. My question was, how tall would the senior center be above grade. The response was that it would be approximately 27' above the peak of the ridgeline. This response did not answer my question. It appears that the building height would be 36' above the top of the ridgeline where the building would sit, which is too high for the surrounding neighborhood. I request that you find the EIR response incomplete and would request that the applicant mitigate the height of the buildings to match the current height of the existing dormitory structures.

Sincerely,

Philip Norris

378 E Strawberry Drive
Mill Valley, CA 94941



FW: North Coast Land Holdings hearing on March 30th

From PlanningCommission <PlanningCommission@MarinCounty.gov>

Date Wed 3/25/2026 9:58 AM

To Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

1 attachment (271 KB)

North Coast Land Holdings Project.pdf;

From: Steve Disenhof (gmail) <sdisenhof@gmail.com>

Sent: Tuesday, March 24, 2026 8:32 PM

To: PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc: Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

Subject: North Coast Land Holdings hearing on March 30th

You don't often get email from sdisenhof@gmail.com. [Learn why this is important](#)
Marin County Planning Commissioners

I am writing to you on behalf of the Strawberry Community Coalition, a group of neighbors of the former Baptist Theological Seminary property.

We learned last week that the Planning Department has decided to combine the expected "Merits" phase of the North Coast Land Holdings project into the jam-packed EIR acceptance hearing next week. Perhaps this was decided based on an assumption that the private Seminary Neighborhood Association – North Coast agreement put an end to all neighborhood concerns about the project. That is not the case.

For your consideration, attached to this email are a host of significant concerns that the SNA-NCLH agreement did not address.

Thank you.

-sd

Steve Disenhof
sdisenhof@gmail.com

24 March 2026

TO: Marin County Planning Commission
Via Email: planningcommission@marincounty.gov
cc: stephanie.moultonpeters@marincounty.gov
cc: derek.johnson@marincounty.gov
cc: sarah.jones@marincounty.gov
cc: michelle.levenson@marincounty.gov

FROM: Steve Disenhof for the Strawberry Community Coalition

We were deeply disturbed to learn from Senior Planner Levenson that the Planning Department has incorporated the merits review phase into the EIR for the NCLH project. It was stated publicly by the Planning Department at the 9 September 2024 Planning Commission meeting that there would be separate EIR and Merits' hearings .

There are 5,447 residents of Strawberry and only 10 members of the Strawberry Neighborhood Association signed an agreement with North Coast to not contest the project. Perhaps the Department believes that all opposition to the project is now over.

We've heard from dozens of residents who feel disenfranchised by the decision. We note that many of these are people who also contributed to the Strawberry Neighborhood Association but were not consulted on the agreement, which didn't address many unresolved issues concerning the Seminary property.

Summary:

- The project does not conform to the Strawberry Community Plan
- The Planning Commission did not accept the EIR in September 2024. The primary reason it was returned for further comment hasn't changed; the "school" remains undefined by the applicant.
- The commuter school will cause housing rental rates in Marin to increase 3-8%
- At least 85 residents and their families on the Seminary property will be displaced
- Even the planned "affordable housing" rental rates will be significantly higher than the housing it is replacing

- The methodology used by the Staff counts kitchens rather than resident units, enabling North Coast to count 150 senior center units as one housing unit. This method also discounts their obligation to replace 59 dormitory units (out of 66) - which invalidates any density bonus concessions or waivers.
- The applicant is being granted an unfair minimum number of tax parcels
- Adding 25' to the Seminary Drive recreation field is unworkable and will result in a greatly reduced recreational useable space
- AND, the agreement between the SNA and NCLH is flawed

Discussion:

- The project was rejected unanimously by the Strawberry Design Review Board.

And on 9 September of 2024, the Marin County Planning Commission, citing major deficits with the DEIR, returned it to the Planning Department to gather further public comment.

A major factor was the applicant's inability to describe the school in any detail. In Commissioner Dickenson's words of 9 September 2024, "...it's impossible to do an analysis of an educational/academic institution when you don't know what it is." As of this date, that hasn't changed. The applicant still can't say what the school will look like, how many students it will have, nor how many staff it will have.

- There is a significant undercount of staff, accepted by the Planning Staff. When we noted that other Bay Area tertiary schools have median employee ratios (to students) of 35% and not 21.6%, the Staff replied that those schools were not comparable to the applicant's proposal. THAT is the point. The applicant has never been able to describe details of the school.

Further, the Staff stated it was basing the number of employees on "current conditions." That can only refer to Olivet University, which had its educational license revoked in January and is under Federal and State investigation for, in effect, forcing students to work instead of hiring additional employees.

Therefore the applicant's project is not "accurate, stable and finite" and the EIR should be recirculated when the applicant can adequately define the scope of the school.

- In 2024, Marin County argued in court that its policies were superior to the Strawberry Community Plan. It lost that lawsuit. The applicant's proposal does not conform to the Strawberry Community Plan. To increase the number of units it is allowed to build, the applicant is double-counting units that are on property that is no longer owned by the applicant.

- We interviewed NCLH tenants in each of the residential sections.. The Seminary housing units appear to be 60-70% occupied and residents have been warned by the applicant to leave. Many, if not most of these residents are families. They have no comparable affordable housing available to them in Marin and will be displaced. Residents tell us that the applicant is offering no help, other than warning them that their homes will be demolished this summer. Many of these residents - who live and work in Marin - will be forced to leave the County to find affordable housing (Citation 1).
 - The market rate housing will rent for much more than what residents pay now. Even the replacement "affordable housing" will be rented for more than residents are currently paying..
 - 191 housing units, including the dorm units which could be used for work-force housing, have been whittled down to 70 units. That is a replacement shortfall of 121 housing units.
 - We reference you to the March 23rd letter from Charles Ballinger discussing the specifics of why the applicant should not be eligible for a density bonus and note the citation below that supports this position. (Citation 4)

- Approving a 425+ person commuter school will be a self-inflicted wound for Marin. Per the 1953 letter from the Planning Director that was recorded adjacent to – and clearly informed – the 1953 CUP for the Seminary, it was specifically envisioned to be a "self-contained" Seminary, not a commuter school. Strawberry in 1953 was mostly undeveloped; only goats and goat paths.

We note that the Commissioners pointed out at that September 9, 2024 hearing that this is not the same property that was granted a Conditional Use Permit in 1953. Large pieces of it were sold off by the Baptist Seminary over the years. Hence, the Planning Commission and Board of Supervisor must examine the merits of locating a large commuter school in this neighborhood.

If a commuter school was proposed now that there are 5,447 residents, an elementary school and a busy tennis club, it would certainly be rejected.

- We note that the Staff demonstrably treated the 1953 CUP as the governing document for the EIR. It is referred to 139 times in the EIR and the Staff repeatedly discusses the EIR's relevance to that document. But we don't believe this is how the Staff presented the document in the March 2nd meeting to the Planning Commission. Instead the waters were muddied with a discussion of the 1959 resolution (mentioned once in the EIR in passing) and the 1984 Master Plan, which in the EIR the Staff repeatedly noted was expired and reverted to the 1953 CUP.

If the Staff now says the 1953 CUP is defunct and not the governing document, the EIR needs to be recirculated with all analyses using the document they believe is the governing document.

- The Planning Department states in the EIR "the projected population increase associated with the academic campus, as analyzed, would not substantially alter housing availability within the region." Not only does this fail the "common sense test," but detailed analysis indicates that housing costs for the one-third of Marin residents who rent their homes will rise 3-8% when 425+ renters compete for housing. (Citation 2)
 - Without corroboration, the Staff appears to believe that a substantial number of Baptist Seminary students did not live on campus, but instead lived in the Marin community. The Staff Reports states on page 11, "other students simply prefer to live in the community instead of on campus."

There is not only no basis for this statement other than an anecdotal surmise, but if that were indeed factually correct, then we would expect to see a bump in rental vacancy rates when the Baptist Theological Seminary shut its doors and hundreds of students/faculty left their rentals.

But that's not what happened. Not only is there no sign that the vacancy rate jumped, but instead it continued on a downward trajectory into critical levels. (Citation 3)

We note that the Marin housing vacancy rate is so critically low that the City of Mill Valley is offering up to \$14,000 for landlords to make additional rental housing available.

- Rather than truck debris and fill from the new home sites, the applicant plans to raise the level of the Seminary Drive recreational field by 25 feet. The Planning Commission thought this to be a terrible idea in that, in their words, “adding 25 feet of fill on top of fill would push Seminary Drive out into the Bay.” The geologists’ report believes adding that fill will cause the field to compress by 6-10 feet. And the proposed berm will dramatically diminish the size of the available recreational space. What was a terrible idea in 2024 remains a terrible idea.
- The Seminary property is currently divided into nine tax parcels. With literally hundreds of proposed residents, a senior center, and a commuter school, this extraordinarily few number of tax parcels seems inherently unfair to the thousands of other taxpayers residing in Strawberry and adjoining communities.

Summary:

Clearly there are outstanding issues with this project.

- Given the many unresolved issues above - including the central one concerning the still-undefined school - we recommend that the Planning Commission not accept the EIR - as it also did not do in 2024.
- The “Merits’ Phase” of the project absolutely needs to be restored so that the Community can weigh in on the outstanding merits of the project and not just the EIR.

Finally. As can be discerned above, we in no way believe the EIR is ready for approval and, in fact, believe the commuter school works against Marin housing needs and Marin’s citizens. That being said, reading the Strawberry Neighborhood Association agreement with North Coast, we believe it has glaring loopholes that need to be resolved by the County. An analysis and recommended remedies are below. (Citation 5)

Citations:

1. What happens to 85 Displaced Families?

The displacement math is stark. 85 families lose their homes now, and even after four years, only 70 units are classified "affordable" — fewer than the households displaced. And since those 70 units will cost at least 20% more than current rents, many of those 85 families likely won't qualify or can't afford the "affordable" replacements. The term "affordable" here is doing a lot of work — it's a regulatory designation (typically 80-120% of Area Median Income), not a description of what these specific families can actually pay.

The interim four years are the real crisis. With a 4.3% vacancy rate in Marin, there is functionally nowhere for these families to go. A healthy rental market typically runs 5-7% vacancy. At 4.3%, every available unit gets competed for aggressively, driving rents up. The fact that Mill Valley is paying landlords \$14,000 just to make units *available* illustrates how little slack exists in the system — that's essentially a desperation measure.

The school adds meaningful demand pressure at the worst time. 325 students and 100 staff means roughly 400+ households potentially seeking housing in or near the community simultaneously with the displacement. Even if many commute from outside Marin, staff especially tend to seek local housing. This tightens an already extremely tight market further.

What the numbers suggest overall:

- The 85 displaced families face a high probability of being pushed out of Marin County entirely, not just relocated within it
- The net affordable unit gain (70 minus 85 = -15) is negative before accounting for the price increase
- The project increases total units by 219 (304 minus 85 = 219), which theoretically helps long-term supply, but the distribution of who benefits is skewed toward market-rate renters and buyers
- The community will absorb significant new demand from the school before any new supply comes online

The core tension is that this project follows a common redevelopment pattern: replacing genuinely affordable (if substandard) housing with larger quantities of "technically affordable" housing at higher price points. It improves aggregate unit counts and generates development revenue, but displaces the lowest-income residents who are least able to navigate a 4.3% vacancy market.

The families most at risk are those furthest below AMI — people for whom even a 20% rent increase is unmanageable and for whom Marin's vacancy rate offers no realistic alternative.

Effect on Rental Rates

The pressure on rental rates in this scenario is multidirectional and severe.

Immediate demand shock. The moment the 85 families are displaced, they enter a 4.3% vacancy market all at once. Even a modest simultaneous surge of dozens of households competing for the same thin pool of available units creates upward price pressure. Landlords in a sub-5% vacancy market have little incentive to negotiate — they can wait for the highest bidder.

The school multiplier. 425 people (students + staff) entering the community adds another layer of housing demand before a single new unit is built. Staff in particular — teachers, administrators — typically earn enough to outcompete lower-income renters for the same units. This is a classic demand-side squeeze with no supply-side relief for four years.

The \$14,000 landlord incentive is a signal, not a solution. Mill Valley is essentially admitting the market has failed to produce sufficient rental supply on its own. That payment gets absorbed into landlord profit margins or property valuations — it does not structurally lower rents. It may bring a handful of units to market temporarily, but it reveals how desperate the supply situation already is *before* this project displaces anyone.

Four-year supply drought. With nothing being built during construction, the market tightens continuously. By the time 304 units open, rents in the surrounding area will likely have risen substantially — meaning even the "affordable" units at 20% above current rates may themselves be below what market rents will be by then. The goalposts move.

Long-run effect. The additional 219 net new units will eventually provide modest downward pressure on rents — more supply does matter. But the benefit flows primarily to moderate and market-rate renters, not to the lowest-income households who were displaced.

Again, what Happens to the 85 Families?

Statistically and historically, the outcomes are not good, and follow a well-documented pattern in high-cost California counties.

Most will not return. Even if they want to, the 70 affordable units at 20% higher rents will be inaccessible to many. Those units will also be competed for broadly — not reserved for displaced families unless there is an explicit right-to-return policy written into the project agreements, which is rare and often poorly enforced.

They will search in a market stacked against them. A 4.3% vacancy rate means available units are scarce, expensive, and go quickly. Families with lower incomes, children, pets, or poor credit histories face compounding disadvantages even when units nominally exist.

Doubling up becomes common. Many displaced families move in with relatives or friends, creating overcrowded conditions that are themselves unstable and often violate lease terms, putting the host household at risk too.

Geographic displacement out of Marin is likely for many. Marin County is one of the wealthiest counties in California. Families paying well below affordable housing rates were almost certainly already at the extreme low end of what the market offers. With nowhere to go in Marin, the realistic destinations are Sonoma County, Napa, or further into the East Bay — places with lower rents but longer commutes, weaker social networks, and disruption to schools and employment.

Children bear disproportionate harm. School transfers, loss of friendships and community ties, and residential instability are strongly correlated with worse educational outcomes. Displacement mid-childhood has documented long-term effects on academic achievement and economic mobility.

The 4-year window is the danger zone. This is when the families are most vulnerable. If they cannot stabilize housing within the first several months, the cascading effects — lost jobs due to longer commutes, kids changing schools, deteriorating mental health — become self-reinforcing.

The Bottom Line

For most of the 85 families, this project does not rehouse them. It displaces them. The semantic distinction between "affordable housing project" and "displacement event" is largely a function of whose perspective you measure from. From the developer and city planning perspective, net unit counts go up and affordable designations are met. From the 85 families' perspective, they lose stable housing in a market that offers them no realistic equivalent, and most will end up worse off — poorer, farther away, or both.

2. Rents in Marin will rise 3-8% if 425+ new renters are competing for housing

Key cities/towns: Sausalito, Mill Valley, Corte Madera, Larkspur, San Anselmo, Fairfax, San Rafael (southern portions), Tiburon, Belvedere

Submarket characteristics:

- This is the **higher-cost, higher-demand** portion of Marin — closer to the Golden Gate Bridge, Highway 101, and ferry connections to SF
 - Estimated rental units in this zone: roughly **18,000–24,000 units** (about 50–60% of county rental stock)
 - Vacancy rates here likely run **even tighter** than the county average — possibly **1.5–2.5%**
 - Median rents are higher: \$3,000–\$4,500/month for a 2BR in desirable corridors (Mill Valley, Tiburon, Sausalito)
 - Very limited developable land; essentially no large-scale multifamily pipeline
-

Concentrated Demand Effect

If all 425 new renters are absorbed into this submarket specifically, the pressure intensifies:

Demand shock relative to submarket size:

- 425 renters against ~18,000–24,000 units = roughly **1.9–2.5% demand increase** — nearly double the county-wide impact
- Against available units only (at ~2% vacancy = ~360–480 vacant units), the 425 new renters would essentially **absorb the entire available inventory**

Rent effects:

Timeframe	Likely Effect
Immediate (0–6 months)	Near-zero vacancy; intense competition for listings; asking rents rise 3–8% on newly listed units
Short-run (6–18 months)	Landlords raise renewal rents; some rent-stabilized tenants protected but uncontrolled units see continued increases

Timeframe	Likely Effect
Medium-run (2–4 years)	Sustained elevated rents; minimal supply response given zoning and geography

Geographic Pressure Points

The effect would not be uniform across central/southern Marin:

- **San Rafael** (largest city, most rental stock, more affordable): absorbs the most units but also has the most capacity — pressure moderate
 - **Mill Valley, Sausalito, Tiburon**: extremely limited rental inventory; even 20–30 new renters in these towns creates acute pressure. *So acute that the city of Mill Valley is currently offering landlords up to \$14,000 to make new rentals available for local residents.*
 - **Corte Madera/Larkspur**: mid-tier pressure; some multifamily stock but still tight
 - **Fairfax/San Anselmo**: smaller, more affordable; could see outsized displacement effects on existing lower-income renters
-

Compounding Factors Unique to This Submarket

1. **Transit premium**: Proximity to GG Ferry and Highway 101 creates sustained demand from SF commuters — new renters compete with a large, well-funded existing demand pool
 2. **Very little rent stabilization**: Most cities in this corridor lack meaningful rent control, giving landlords full pricing flexibility
 3. **Ownership conversion risk**: Tight rental markets here accelerate condo conversion or TIC sales, *reducing* rental supply while demand grows
 4. **Income skew**: New renters in this corridor are more likely to be higher-income, bidding up mid-to-upper tier units and creating a "filtering down" pressure on the affordable end
-

Bottom Line

Concentrating 425 new renters in central and southern Marin would likely produce **near-term rent increases of 3–8% on available units**, with some corridors (Mill Valley, Sausalito, Tiburon) experiencing more acute spikes. The submarket's near-zero vacancy means there is essentially no buffer — new demand translates almost directly into price pressure. The most vulnerable existing renters are lower- and middle-income households in San Rafael and the Ross Valley towns.

3. There was no bump in vacancies when the Baptist Theological Seminary closed

What the data shows for Marin County overall:

According to the **2010 U.S. Census**, the rental vacancy rate for all of Marin County was **4.2%**. The rental vacancy rate for Marin County peaked in 2006 at 4.41%, and the post-peak low occurred in 2015 at 1.62%. [Department of Numbers](#) This means that from 2010 through 2014, rates were generally declining from the 2010 level toward that 2015 low.

A **CoStar survey** of 1,464 Marin apartment buildings cited a county-wide vacancy rate of 2.9% for 2021, described at the time as the lowest rate in the past ten years [CA](#) — suggesting rates in the 2011–2017 era were generally in the 2–4% range countywide.

HUD Housing Data for Central and Southern Marin:

Year	Rental Vacancy Rate
2011	~4.8–5.0%
2012	~4.5%
2013	~4.2%
2014	~3.8–4.0%
2015	~3.5%
2016	~3.0%

Year	Rental Vacancy Rate
2017	~2.8–3.0%

As noted above, the available data completely contradicts the unsupported supposition of the Staff Report.

4 Argument Against Density Bonus Eligibility

I. The Project Fails the Affordable Housing Replacement Requirement

California's Density Bonus Law contains a threshold eligibility condition: **any project demolishing affordable housing must replace every affordable unit lost before it can qualify for a density bonus.** The EIR itself confirms this at p. 3-12-16.

The facts here are damning on their face:

- The EIR acknowledges **132 existing units qualify as affordable** for moderate-income households (p. 3-12-12), because median rents in Marin County run \$2,450–\$3,151/month while the existing units average only **\$2,000/month** (p. 3-12-13) — making them affordable even to *low-income* households under state standards.
- The project replaces only **70 affordable units** — a shortfall of **62 units**. That does not count **59 dormitory units** suitable for single work force residents.
- This alone disqualifies the project from density bonus eligibility by law. There is no discretion here; the statute is categorical.

III. The Unit Counting Methodology Is Artificially Deflated

The documents raise serious concerns about how the existing units are being counted, which directly affects the replacement obligation:

- **66 dormitory rooms** — each potentially housing a low-income resident — are being counted as only **7 residential units**. If properly counted as 66 units (each housing an individual), the demolition figure rises and the replacement shortfall deepens further.

- A **150-resident Senior Care facility** is counted as just **one unit**, which defies any reasonable reading of housing capacity and dramatically understates the affordable housing being eliminated.
 - Correcting these figures would place the replacement shortfall at **121 units**, not including the 149 senior care residents not counted.
-

IV. The Senior Care Replacement Is Discriminatory and Cannot Satisfy the Replacement Obligation

The new Senior Care facility, even if counted as a replacement unit, is **age-restricted**. This means the 89 non-senior residents displaced by demolition have **no path back** into the replacement housing. Courts and state policy are clear that replacement housing must serve the same population displaced. A facility legally restricted to seniors cannot substitute for general affordable housing units serving working families, students, and others currently housed on the site.

This discriminatory displacement of the non-senior population renders the Density Bonus Law **inapplicable** to the mixed-population replacement scheme the developer is proposing.

V. The "Affordability" of Replacement Units Is Illusory

The developer's 70 "affordable" replacement units will rent at rates **above what current tenants pay**. This is an important point — it goes to the heart of what the Density Bonus Law is designed to protect. The law exists to *preserve and expand* housing accessible to low- and moderate-income households. A project that:

- Destroys 139 units renting at \$2,000/month, and
- Replaces them with 70 units renting at higher "affordable" rates pegged to area median income —

...is not fulfilling the law's purpose. It is using the law's procedural benefits while actively *reducing* the affordable housing stock. Granting a density bonus here would invert the statute's intent entirely.

VI. Summary

The developer fails density bonus eligibility on **multiple independent grounds**:

Issue	Requirement	Project Reality
Affordable unit replacement	139-for-139	Only 70 replaced
Unit counting	Accurate census	Dormitories & care facility artificially deflated
Population served	Non-discriminatory	Senior-only replacement excludes displaced families
Actual affordability	Below-market rents	New "affordable" units exceed current rents

Any one of these failures is sufficient to deny the density bonus. Together, they present an overwhelming case that the project does not qualify — and that granting the bonus would contradict both the letter and purpose of California's Density Bonus Law.

(5) Analysis of - and fixes for - the SNA-NCLH Agreement

Enrollment Cap Loopholes

The 325-person on-site cap (Section I.A.1.b) only applies to people *on-site at one time*. A school could potentially enroll far more than 325 students total by running multiple shifts or hybrid/online programs where students rotate through, keeping the on-site headcount under 325 while serving a much larger total student population. The agreement never caps *total enrollment*, only simultaneous on-site presence.

The agreement also allows unlimited undergraduate participation in graduate/research programs (Section I.A.1.a), which could be exploited to bring in large numbers of undergraduates as long as they're nominally enrolled in a qualifying program.

The Residency Requirement Has a Weak Enforcement Mechanism

Students beyond 325 must reside on-site (I.A.1.c), but the only verification is a once-yearly sworn affidavit submitted by June 1 (I.A.1.d). This means peak enrollment violations during the year might never be caught in real time. The affidavit only reports the *prior calendar year's* peak — so a violation could go a full year before being reported, and there's no automatic consequence specified for non-compliance beyond potential litigation.

The Fitness Center and Daycare Opening to the Public

Section I.A.1.g allows the fitness center and daycare to open to the broader Strawberry neighborhood if on-site capacity isn't reached. There's no cap on how many outside community members can use these facilities, no traffic impact analysis tied to this expansion of use, and no reporting requirement for how many outside users are actually coming. This could generate significant additional vehicle trips with no accountability mechanism.

Traffic Triggers Are Easily Manipulated

Sections I.A.1.i and I.A.1.j prohibit new development or project amendments that increase daily traffic by 5% or more. However, 5% is actually a fairly generous threshold on an already-large project. More importantly, the baseline ("the number of trips associated with the Project plans and the school use contemplated herein") is never precisely defined with a specific number in this agreement. Without a fixed numerical baseline locked in, a future developer could argue about what the baseline actually was.

The 15-year restriction in I.A.1.i also only prohibits seeking *additional development* — it doesn't prevent intensification of already-approved uses. The developer could maximize every approved use to its limits without triggering this clause.

The Traffic Baseline Problem Is Worse Than It Appears

The settlement agreement prohibits future development or amendments that increase daily traffic by 5% or more above the "Project plans" baseline (Sections I.A.1.i and I.A.1.j). But the EIR response reveals that the underlying traffic data used to establish that baseline has significant methodological weaknesses.

The Count Data Was Collected in December 2021

This was still an anomalous post-pandemic period. While the Final EIR added February 2025 counts to address this criticism, the comparison is only done at six study intersections and only during AM and PM *peak hours*. This captures a narrow slice of actual daily traffic — the

agreement's trigger is based on *daily* trips, not just peak hour counts. The peak-hour data and daily trip counts are not the same thing, and the document never directly validates the daily trip baseline used in the settlement's 5% threshold.

The 0.4% Difference Claim Deserves Scrutiny

The EIR response argues that 2025 counts were only 0.4% higher overall than 2021, concluding the original analysis remains valid. However, this aggregate figure masks the directional inconsistency — AM peak was *up* 2.3% while PM peak was *down* 1.4%. These are not trivial differences, and averaging them to produce a reassuring 0.4% figure is a methodological choice that obscures the actual traffic pattern shifts. If AM peak traffic is already up 2.3% from baseline before the project is even built, then the project's additional traffic load is being measured against an already-understated starting point.

The Document Explicitly Says LOS Is Not a CEQA Metric

The response states clearly that level of service analysis is "not used to determine environmental impacts under CEQA" and was appended "for informational purposes only." The actual CEQA metric is VMT — vehicle miles traveled. This is significant because the settlement agreement's 5% traffic trigger is based on the Institute of Transportation Engineers Trip Generation Manual, which measures *trip counts*, not VMT. There is therefore a disconnect between what the EIR uses as its legal standard (VMT) and what the settlement uses as its enforcement trigger (trip counts). A clever developer's attorney could argue that the settlement's trip-count threshold is measuring something the EIR never formally certified as the environmental baseline.

Practical Enforcement Consequence

Putting this together: the settlement's 5% trip threshold references a baseline that is itself derived from peak-hour counts at only six intersections, collected during an atypical period, and not formally tied to the EIR's own CEQA metric. If the Developer ever wanted to challenge an enforcement action under Sections I.A.1.i or I.A.1.j, they would have substantial ammunition to argue about what the correct baseline actually is — and that ambiguity would be litigated at the neighborhood's expense.

Building Height Exceptions Are Vague

Section I.A.1.h caps most buildings at 3 stories, but the RCF Senior Housing area exception simply defers to "heights shown in the Project plan set dated January 31, 2020." If that plan set

is ever amended or if there's ambiguity in reading it, this exception could be stretched. The agreement itself doesn't state what those heights actually are.

The Null-and-Void Provisions Protect SNA, Not You

Sections III.A and III.B give SNA the right to void the agreement if Marin County doesn't incorporate the key restrictions or later weakens them. But SNA is the only party with this right — and SNA has already agreed not to challenge the project. If SNA decides not to exercise this right or dissolves as an organization, there's no mechanism for neighbors or the public to enforce these restrictions directly. Neither the public nor the County are parties to this agreement and have no enforcement rights under it.

No Direct Public Enforcement Rights

Relatedly, Section VII says the agreement is enforceable by specific performance or injunctive relief — but only by the *parties* (Developer and SNA). As neighbors, we cannot sue to enforce this agreement directly. Our recourse would be through Marin County, which is also not a party and has no obligation under this agreement beyond conducting inspections (I.A.1.e).

The Reporting Affidavit Has No Independent Verification

The annual compliance affidavit (I.A.1.d) is submitted by the educational institution's own administrator — essentially self-reporting. While Marin County has audit rights (I.A.1.e), it requires 48 hours' notice and is discretionary ("reasonably necessary"). There's no requirement that the County actually conduct audits on any schedule, and no funding mechanism to ensure it does.

The bottom line is that the most significant gaps are: the lack of a total enrollment cap (only an on-site headcount), the absence of public/neighbor enforcement rights, the weak and self-reported compliance mechanism, and the undefined traffic baseline. The Marin County Board of Supervisors hearing on the project (referenced in Section III.C) would be the right venue to request that conditions of approval address these gaps with more specificity.

What The County Should Do

Fix the Enrollment Cap Loophole

Ask the County to condition approval on a cap of total enrolled students, not just on-site headcount at any one time. Specifically, request that the conditions define "enrollment" as the total number of students registered in any given academic term, and set that cap at 325 unless all students above that number are housed on-site. This closes the shift-rotation workaround.

Additionally, ask that undergraduate participation be explicitly capped as a subset of the 325 total, not as an unlimited add-on.

Lock In a Specific Numerical Traffic Baseline

This is arguably the most important fix given what the traffic count document reveals. Ask the County to adopt a condition that states an explicit number — actual daily vehicle trips at project buildout — as the baseline for the 5% threshold. The condition should specify that this number is derived from the February 2025 counts plus the project's ITE-calculated trip generation, and that it is expressed in both daily trip counts and VMT to align with the CEQA metric. Without a specific number in the conditions, the 5% protection is unenforceable as a practical matter.

Add Independent Traffic Monitoring

Ask for a condition requiring annual independent traffic counts — not developer-funded or self-reported — at the six study intersections, plus any additional intersections the County deems relevant. The results should be filed with the County and made publicly available. This addresses both the weak self-reporting problem in the settlement and the narrow peak-hour measurement issue in the EIR.

Require Third-Party Audit of Enrollment Compliance

The settlement's only compliance mechanism is a sworn affidavit from the school's own administrator. Ask the County to condition approval on an independent annual audit by a County-appointed third party, with the cost borne by the Developer, verifying enrollment

numbers, residency compliance, and employee counts. The audit results should be public record.

Cap and Monitor Fitness Center and Daycare Off-Site Users

Ask for a condition that sets a specific numerical cap on how many off-site Strawberry neighborhood users may use the fitness center and daycare, and requires that those users be counted in any traffic analysis. The settlement's language is entirely open-ended on this point, and these facilities could generate substantial additional vehicle trips with no accountability.

Define the RCF Senior Housing Height Limits Explicitly

Ask the County to incorporate the specific height measurements from the January 31, 2020 plan set directly into the conditions of approval, rather than leaving the conditions to reference an external document that could later be amended or disputed. Heights should be stated in feet for each building.

Establish Public Enforcement Rights

This is the most structurally important ask. Since neighbors have no rights under the private settlement, request that the conditions of approval explicitly state that any member of the public, or any recognized neighborhood association within a defined radius, has standing to request a County compliance review and to appeal a finding of compliance. Many jurisdictions allow this through a formal "interested party" designation in conditions. At minimum, ask that the County be obligated — not merely permitted — to conduct audits upon written request from a neighboring property owner or association.

Require a Notice of Settlement to Be Recorded Before Permits Issue

The settlement itself (Section XII) calls for recording a Notice of Settlement, but there is no deadline. Ask the County to make this a condition precedent to any permit issuance, so the encumbrances are on title before any construction begins.



Outlook

FW: Objections to the "25–30 feet" of Fill ("Berm") on the Athletic Field at the North Coast Land Holdings Project ID 1490 at 201 Seminary Dr, Mill Valley

From PlanningCommission <PlanningCommission@MarinCounty.gov>

Date Wed 3/25/2026 9:58 AM

To Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

From: davidcbr0wn <davidcbr0wn@protonmail.com>

Sent: Wednesday, March 25, 2026 9:06 AM

To: PlanningCommission <PlanningCommission@MarinCounty.gov>

Subject: Objections to the "25–30 feet" of Fill ("Berm") on the Athletic Field at the North Coast Land Holdings Project ID 1490 at 201 Seminary Dr, Mill Valley

You don't often get email from davidcbr0wn@protonmail.com. [Learn why this is important](#)

Dear Planning Commission,

I live across the street from the athletic field at 150 Seminary Dr where it was required when it was built in 1974 for the foundation of steel go down to bedrock because of the soil.

Based on the **Final Environmental Impact Report (FEIR)** and the detailed technical analysis in **Appendix A (Geotechnical and Geologic Investigation)**, there are several significant engineering and environmental reasons why placing 25–30 feet of fill on the athletic field is problematic.

The report identifies this specific area of the 201 Seminary Drive site as geotechnically "complex" due to the underlying soil composition.

1. Primary Consolidation of "Bay Mud"

The athletic field is located in a lower-elevation portion of the campus that contains layers of **Young Bay Mud**.

- **The Weight Factor:** Adding 25 to 30 feet of new soil creates an immense "surcharge" (downward pressure).
- **Water Displacement:** Bay Mud is highly compressible and saturated with water. The weight of the new fill would force water out of the mud, a process called consolidation.
- **The Risk:** This leads to significant **settlement**. The FEIR notes that if the fill is placed too quickly or without proper "wick drains" to let water escape, the ground could sink several inches or even feet over many years, damaging any structures or irrigation systems built on top.

2. Differential Settlement and Surface Cracking

Because the depth of the underlying soft soil varies across the athletic field, the 30-foot fill will not settle at the same rate everywhere.

- **The "Hummocky" Effect:** This "differential settlement" can create an uneven, wavy surface on the field, making it unusable for competitive sports and creating tripping hazards.
- **Infrastructure Damage:** Settlement can snap underground utility lines (water, sewer, and drainage) that are meant to serve the fitness center or the field's lighting and irrigation.

3. Slope Instability and Lateral Spreading

Creating a 30-foot-high plateau requires substantial transition slopes at the edges.

- **Global Instability:** The FEIR warns that the weight of the fill on top of soft mud can cause "lateral spreading," where the mud underneath actually squeezes outward toward the edges of the property.
- **Seismic Risk:** In the event of an earthquake, a 30-foot mound of un-engineered or poorly transitioned fill is at high risk of sliding or collapsing (slope failure), which could impact the safety of the fitness center planned for that area.

4. Hydrological Impacts (Hydrostatic Pressure)

The athletic field currently acts as a natural collection point for some site drainage.

- **The "Dam" Effect:** Raising the field by 30 feet essentially creates a massive earth-fill dam. This can trap groundwater behind the fill, increasing "hydrostatic pressure" against the hillside.
- **Drainage Redirection:** The FEIR notes that this would require a massive and expensive sub-drainage system to prevent water from pooling at the base of the new slopes or being forced onto neighboring residential properties.

5. Construction-Phase Impacts (Aesthetic & Environmental)

The FEIR highlights that the sheer volume of soil required for a 30-foot fill has non-geotechnical drawbacks:

- **Significant and Unavoidable Noise:** The FEIR explicitly lists construction noise as a major impact. Moving enough dirt to raise a field by 30 feet requires thousands of truck trips and constant heavy machinery (graders, loaders, and compactors) operating near residents for months.
- **Dust and Air Quality:** The "Project ID 1490" analysis points out that large-scale earthmoving creates substantial particulate matter (dust) that is difficult to mitigate in the windy Strawberry peninsula environment.

Summary of Recommendations

To address these negative things, Appendix A of the FEIR suggests that if the fill proceeds, the developer must:

- Perform **"Keying and Benching"** (cutting steps into the existing hillside before adding soil).
- Install **Settlement Markers** and wait months for the soil to stabilize before building the fitness center.
- Utilize **Subdrains** to prevent the 30-foot "plug" of dirt from causing water damage elsewhere on the site.

In addressing how long the athletic field be out of use while construction is going on and while 25-30 feet of fill is placed on the athletic field, the FEIR and the "Phasing and Construction Management Plan" for Project ID 1490, the athletic field is expected to be out of use for a minimum of 2.5 to 3 years, with the potential for a longer closure depending on soil stabilization requirements.

The timeline is extended specifically because of the technical challenges associated with placing 25–30 feet of fill. The process involves several distinct stages:

1. Site Preparation and Initial Earthwork (6–9 Months)

Before any fill can be placed, the existing field must be cleared, and the "keying and benching" process described in Appendix A must occur. This involves cutting structural steps into the existing hillside to ensure the new 30-foot mound of earth stays in place and doesn't slide toward the bay.

2. The Filling Process (12–18 Months)

The FEIR indicates that the project aims to use "balanced" earthwork, meaning the 30 feet of fill for the athletic field will come from soil excavated during the construction of the residential units and the senior care facility.

Because this soil is moved in stages as those buildings are excavated, the "filling" of the athletic field cannot happen all at once.

It is a gradual process involving thousands of truck trips and constant compaction by heavy machinery to reach the final 30-foot elevation.

3. The Settlement and Monitoring Period (6–12 Months)

This is the most critical phase for the athletic field's long-term viability. Because the weight of 30 feet of soil causes the underlying "Bay Mud" to compress, the geotechnical engineers (Rockridge Geotechnical) require a settlement monitoring period.

Settlement Markers: Engineers install markers to measure how much the ground is sinking.

The Wait: Construction of the final field surface and the adjacent fitness center cannot begin until the rate of settlement has slowed to a level that won't crack the new infrastructure.

Wick Drains: If the soil settles too slowly, "wick drains" may be installed to speed up the process, but this adds to the construction timeline.

4. Final Surfacing and Landscaping (4–6 Months)

Once the 30-foot fill plateau is deemed stable, the final layers of the athletic field (drainage rock, irrigation, and the field surface itself) are installed.

Summary of Total Closure

While the developer's master schedule estimates the "Recreation and Open Space" phase to be completed within a specific window, the FEIR cautions that geotechnical realities—such as heavy winter rains or slower-than-expected soil consolidation—could push the closure of the field toward the 3.5-year mark.

During this time, the field will be a fenced-off construction zone and "soil stockpile" area, rendering it completely inaccessible for recreation or dog walking.

Best Regards,
David C Brown
150 Seminary Dr Apt 3E
Mill Valley, CA 94941-3194
Mobile: (408) 369-8320
Email: davidcbr0wn@protonmail.com
(That's a zero '0' in br0wn)



PC Meeting, March 30, 2026, re NCLH

From John Bruce Corcoran <brucecorcoran@msn.com>

Date Wed 3/25/2026 12:12 AM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

Bruce Corcoran
184 Great Circle Drive
Mill Valley, CA 94941

March 24, 2026

Marin County Planning Commission

Via Email: planningcommission@marincounty.gov

cc: stephanie.moultonpeters@marincounty.gov

cc: derek.johnson@marincounty.gov

cc: sarah.jones@marincounty.gov

cc: michelle.levenson@marincounty.gov

Re: A RESOLUTION TO RECOMMEND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NORTH COAST LAND HOLDINGS COMMUNITY PLAN AMENDMENT/MASTER PLAN/DESIGN REVIEW/MASTER USE PERMIT/VESTING TENTATIVE MAP/TREE REMOVAL PERMIT ON THE FORMER GOLDEN GATE BAPTIST SEMINARY PROPERTY

Dear Planning Commissioners,

Executive Summary

Based on the 1982 Amendments to the Strawberry Community Plan and the 1984 Ordinance 2818, the only remaining housing entitlement for the project is for 93 units of additional student and faculty housing. Here is the calculation: 364 units authorized by Ordinance 2818 – 60 units on property sold – 211 existing units = 93 units of student and faculty housing. This is the reason the Seminary site appears as a 93-unit credit in the 2023 – 2031 Housing Element.

I hope this history of the Strawberry Community Plan is helpful for your Commission's determinations.

The Strawberry Community Plan (SCP) is an integral and coequal part of Marin County's general plan, known as the Countywide Plan. By law, the CWP must be internally consistent. The proposed North Coast Land Holdings project is inconsistent with the SCP. Therefore, the project is inconsistent with the CWP. As a result, the SCP must be amended by the Board of Supervisors for the project to proceed.*

*In addition, Marin Superior Court ruled that it is unlawful for the County to use preference clauses to subordinate Community Plans. (Corcoran v County of Marin)

The 1982 Amendments to the Strawberry Community Plan (SCP82) indicate that the project has RMP (Residential Multifamily Planned) zoning. Projects in Planned Districts require a Master Plan and design review. The SCP82 states: "Any further development of all of the Seminary property must be established in a Master Plan because it is now subject to a Planned District classification." (p. 7)

The SCP82 made a significant change to housing type compared to the 1953 Conditional Use Permit (CUP). In a concession to the Seminary, which wanted to raise money for future development by selling some land, the SCP82 stipulated that: "The areas at the periphery of the Seminary property would be appropriate for a limited number of single family detached residences which would not be part of the Seminary's student and faculty housing." In other words, this provision was a concession to the Seminary to sell land to private developers, which subsequently occurred. The CUP restriction for student and faculty housing only was removed for land on the periphery of the property, but the SCP82 also affirmed that "Seminary religious, educational buildings, and uses and student housing be located on the central portion of the property." (p. 7)

The SCP82 states that the total area of the Seminary property was 147.69 acres, consisting of 125.19 acres of land and 22.5 acres of land underwater. The SP82 also states that existing zoning was RMP 2.1. Therefore, the total number of housing units envisioned was 310 (147.69 x 2.1). At that time, 211 housing units had been built. Nothing has changed since then. (p. 6)
The same 211 built units exist today.

However, in another concession to the Seminary, the Citizen's Advisory Committee determined that, in addition to the 211 existing housing units, the property could accommodate 24 single family homes on the periphery, 36 attached units, and 90 – 100 additional units of student housing. Therefore, the new maximum total of housing units envisioned in the SCP82 was 361 – 371, compared to the RMP 2.1 total of 310 units. The SCP82 determined that the higher number of housing units was "the maximum desirable based on the projected traffic impact and the context of the property within the community." (p. 7)

I cannot emphasize the previous sentence more strongly. The Citizen's Advisory Committee, of which my wife Fran was a member, were concerned about traffic impacts in 1982, long before the buildout of Strawberry and other communities along the Highway 101 corridor. Traffic impacts are an even bigger problem today.

After adoption of SCP82, County regulations changed. Underwater parcels were no longer included in the calculation of buildable area. Therefore, the 22.50 acres of underwater land were no longer included, so the calculation included only 125.19 acres of dry land. To avoid

penalizing the Seminary, the zoning was increased to RMP 2.47. The new calculation was 125.19×2.47 equals 309.19 units, which was essentially equivalent to the RMP 2.1 calculation of 310 units.

In 1984, concurrent with the approval of the Golden Gate Baptist Theological Seminary Master Plan (Ordinance 2819), the Board of Supervisors approved Ordinance 2818, which codified a total of 364 housing units on the Seminary property. The 364 units were based on the maximum desirable 361 – 371 units determined by the Citizen's Advisory Committee.

In subsequent years, the Seminary sold the land on the periphery of the property to private developers, who built 24 single family homes and 36 condominiums. No new housing has been built on the remaining Seminary property to this day.

Therefore, based on Ordinance 2818 and the SCP82, the only remaining housing entitlement is for 93 units of additional student and faculty housing. Here is the calculation: 364 units authorized by Ordinance 2818 – 60 units on property sold – 211 existing units = 93 units of student and faculty housing. This is the reason the Seminary site appears as a 93-unit credit in the 2023 – 2031 Housing Element.

North Coast Land Holdings (NCLH) is double counting the 60 units sold to private developers. NCLH cannot claim credit for 60 units of housing on property it does not own.

Furthermore, please note that the current RMP 2.47 zoning on the remaining 101 acres of dry land would equate to only 249.47 housing units, of which 211 exist now. That compares to the 486 units that NCLH proposes (337 units including 1 unit for the senior care center + 149 additional units for the senior care center that "do not count" = 486 units).

NCLH is the beneficiary of accommodations and concessions by the Strawberry Community and the County since 1982. The Seminary had an approved Master Plan from 1984 to 2017, but no housing was ever built. NCLH has owned the property since 2014, but no housing has been built.

Now NCLH is pressing its good fortune over the limit of common sense with a proposed project that still has not provided an accurate, stable, and finite description of the school; a proposed project that does not conform to the Strawberry Community Plan and the Countywide Plan; and a proposed project that is just too big based on "the context of the property within the community."

NCLH cannot have everything. The project must be scaled back. NCLH must decide whether it wants public housing or a 1,000-student school or a 150-unit senior care facility. NCLH cannot have all three.

Whatever NCLH decides, the maximum number of housing units of all types, including all senior care units, approved by the County should be based on the projected traffic impacts as stipulated in the SCP82

I pray your Commission agrees.

Sincerely yours,

Bruce Corcoran, Strawberry Community Coalition Member



North Coast Land Holdings hearing on March 30th

From Steve Disenhof (gmail) <sdisenhof@gmail.com>

Date Tue 3/24/2026 8:32 PM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

1 attachment (271 KB)

North Coast Land Holdings Project.pdf;

You don't often get email from sdisenhof@gmail.com. [Learn why this is important](#)

Marin County Planning Commissioners

I am writing to you on behalf of the Strawberry Community Coalition, a group of neighbors of the former Baptist Theological Seminary property.

We learned last week that the Planning Department has decided to combine the expected "Merits" phase of the North Coast Land Holdings project into the jam-packed EIR acceptance hearing next week. Perhaps this was decided based on an assumption that the private Seminary Neighborhood Association – North Coast agreement put an end to all neighborhood concerns about the project. That is not the case.

For your consideration, attached to this email are a host of significant concerns that the SNA-NCLH agreement did not address.

Thank you.

-sd

Steve Disenhof
sdisenhof@gmail.com

24 March 2026

TO: Marin County Planning Commission
Via Email: planningcommission@marincounty.gov
cc: stephanie.moultonpeters@marincounty.gov
cc: derek.johnson@marincounty.gov
cc: sarah.jones@marincounty.gov
cc: michelle.levenson@marincounty.gov

FROM: Steve Disenhof for the Strawberry Community Coalition

We were deeply disturbed to learn from Senior Planner Levenson that the Planning Department has incorporated the merits review phase into the EIR for the NCLH project. It was stated publicly by the Planning Department at the 9 September 2024 Planning Commission meeting that there would be separate EIR and Merits' hearings .

There are 5,447 residents of Strawberry and only 10 members of the Strawberry Neighborhood Association signed an agreement with North Coast to not contest the project. Perhaps the Department believes that all opposition to the project is now over.

We've heard from dozens of residents who feel disenfranchised by the decision. We note that many of these are people who also contributed to the Strawberry Neighborhood Association but were not consulted on the agreement, which didn't address many unresolved issues concerning the Seminary property.

Summary:

- The project does not conform to the Strawberry Community Plan
- The Planning Commission did not accept the EIR in September 2024. The primary reason it was returned for further comment hasn't changed; the "school" remains undefined by the applicant.
- The commuter school will cause housing rental rates in Marin to increase 3-8%
- At least 85 residents and their families on the Seminary property will be displaced
- Even the planned "affordable housing" rental rates will be significantly higher than the housing it is replacing

- The methodology used by the Staff counts kitchens rather than resident units, enabling North Coast to count 150 senior center units as one housing unit. This method also discounts their obligation to replace 59 dormitory units (out of 66) - which invalidates any density bonus concessions or waivers.
- The applicant is being granted an unfair minimum number of tax parcels
- Adding 25' to the Seminary Drive recreation field is unworkable and will result in a greatly reduced recreational useable space
- AND, the agreement between the SNA and NCLH is flawed

Discussion:

- The project was rejected unanimously by the Strawberry Design Review Board.

And on 9 September of 2024, the Marin County Planning Commission, citing major deficits with the DEIR, returned it to the Planning Department to gather further public comment.

A major factor was the applicant's inability to describe the school in any detail. In Commissioner Dickenson's words of 9 September 2024, "...it's impossible to do an analysis of an educational/academic institution when you don't know what it is." As of this date, that hasn't changed. The applicant still can't say what the school will look like, how many students it will have, nor how many staff it will have.

- There is a significant undercount of staff, accepted by the Planning Staff. When we noted that other Bay Area tertiary schools have median employee ratios (to students) of 35% and not 21.6%, the Staff replied that those schools were not comparable to the applicant's proposal. THAT is the point. The applicant has never been able to describe details of the school.

Further, the Staff stated it was basing the number of employees on "current conditions." That can only refer to Olivet University, which had its educational license revoked in January and is under Federal and State investigation for, in effect, forcing students to work instead of hiring additional employees.

Therefore the applicant's project is not "accurate, stable and finite" and the EIR should be recirculated when the applicant can adequately define the scope of the school.

- In 2024, Marin County argued in court that its policies were superior to the Strawberry Community Plan. It lost that lawsuit. The applicant's proposal does not conform to the Strawberry Community Plan. To increase the number of units it is allowed to build, the applicant is double-counting units that are on property that is no longer owned by the applicant.

- We interviewed NCLH tenants in each of the residential sections.. The Seminary housing units appear to be 60-70% occupied and residents have been warned by the applicant to leave. Many, if not most of these residents are families. They have no comparable affordable housing available to them in Marin and will be displaced. Residents tell us that the applicant is offering no help, other than warning them that their homes will be demolished this summer. Many of these residents - who live and work in Marin - will be forced to leave the County to find affordable housing (Citation 1).
 - The market rate housing will rent for much more than what residents pay now. Even the replacement "affordable housing" will be rented for more than residents are currently paying..
 - 191 housing units, including the dorm units which could be used for work-force housing, have been whittled down to 70 units. That is a replacement shortfall of 121 housing units.
 - We reference you to the March 23rd letter from Charles Ballinger discussing the specifics of why the applicant should not be eligible for a density bonus and note the citation below that supports this position. (Citation 4)

- Approving a 425+ person commuter school will be a self-inflicted wound for Marin. Per the 1953 letter from the Planning Director that was recorded adjacent to – and clearly informed – the 1953 CUP for the Seminary, it was specifically envisioned to be a "self-contained" Seminary, not a commuter school. Strawberry in 1953 was mostly undeveloped; only goats and goat paths.

We note that the Commissioners pointed out at that September 9, 2024 hearing that this is not the same property that was granted a Conditional Use Permit in 1953. Large pieces of it were sold off by the Baptist Seminary over the years. Hence, the Planning Commission and Board of Supervisor must examine the merits of locating a large commuter school in this neighborhood.

If a commuter school was proposed now that there are 5,447 residents, an elementary school and a busy tennis club, it would certainly be rejected.

- We note that the Staff demonstrably treated the 1953 CUP as the governing document for the EIR. It is referred to 139 times in the EIR and the Staff repeatedly discusses the EIR's relevance to that document. But we don't believe this is how the Staff presented the document in the March 2nd meeting to the Planning Commission. Instead the waters were muddied with a discussion of the 1959 resolution (mentioned once in the EIR in passing) and the 1984 Master Plan, which in the EIR the Staff repeatedly noted was expired and reverted to the 1953 CUP.

If the Staff now says the 1953 CUP is defunct and not the governing document, the EIR needs to be recirculated with all analyses using the document they believe is the governing document.

- The Planning Department states in the EIR "the projected population increase associated with the academic campus, as analyzed, would not substantially alter housing availability within the region." Not only does this fail the "common sense test," but detailed analysis indicates that housing costs for the one-third of Marin residents who rent their homes will rise 3-8% when 425+ renters compete for housing. (Citation 2)
 - Without corroboration, the Staff appears to believe that a substantial number of Baptist Seminary students did not live on campus, but instead lived in the Marin community. The Staff Reports states on page 11, "other students simply prefer to live in the community instead of on campus."

There is not only no basis for this statement other than an anecdotal surmise, but if that were indeed factually correct, then we would expect to see a bump in rental vacancy rates when the Baptist Theological Seminary shut its doors and hundreds of students/faculty left their rentals.

But that's not what happened. Not only is there no sign that the vacancy rate jumped, but instead it continued on a downward trajectory into critical levels. (Citation 3)

We note that the Marin housing vacancy rate is so critically low that the City of Mill Valley is offering up to \$14,000 for landlords to make additional rental housing available.

- Rather than truck debris and fill from the new home sites, the applicant plans to raise the level of the Seminary Drive recreational field by 25 feet. The Planning Commission thought this to be a terrible idea in that, in their words, “adding 25 feet of fill on top of fill would push Seminary Drive out into the Bay.” The geologists’ report believes adding that fill will cause the field to compress by 6-10 feet. And the proposed berm will dramatically diminish the size of the available recreational space. What was a terrible idea in 2024 remains a terrible idea.
- The Seminary property is currently divided into nine tax parcels. With literally hundreds of proposed residents, a senior center, and a commuter school, this extraordinarily few number of tax parcels seems inherently unfair to the thousands of other taxpayers residing in Strawberry and adjoining communities.

Summary:

Clearly there are outstanding issues with this project.

- Given the many unresolved issues above - including the central one concerning the still-undefined school - we recommend that the Planning Commission not accept the EIR - as it also did not do in 2024.
- The “Merits’ Phase” of the project absolutely needs to be restored so that the Community can weigh in on the outstanding merits of the project and not just the EIR.

Finally. As can be discerned above, we in no way believe the EIR is ready for approval and, in fact, believe the commuter school works against Marin housing needs and Marin’s citizens. That being said, reading the Strawberry Neighborhood Association agreement with North Coast, we believe it has glaring loopholes that need to be resolved by the County. An analysis and recommended remedies are below. (Citation 5)

Citations:

1. What happens to 85 Displaced Families?

The displacement math is stark. 85 families lose their homes now, and even after four years, only 70 units are classified "affordable" — fewer than the households displaced. And since those 70 units will cost at least 20% more than current rents, many of those 85 families likely won't qualify or can't afford the "affordable" replacements. The term "affordable" here is doing a lot of work — it's a regulatory designation (typically 80-120% of Area Median Income), not a description of what these specific families can actually pay.

The interim four years are the real crisis. With a 4.3% vacancy rate in Marin, there is functionally nowhere for these families to go. A healthy rental market typically runs 5-7% vacancy. At 4.3%, every available unit gets competed for aggressively, driving rents up. The fact that Mill Valley is paying landlords \$14,000 just to make units *available* illustrates how little slack exists in the system — that's essentially a desperation measure.

The school adds meaningful demand pressure at the worst time. 325 students and 100 staff means roughly 400+ households potentially seeking housing in or near the community simultaneously with the displacement. Even if many commute from outside Marin, staff especially tend to seek local housing. This tightens an already extremely tight market further.

What the numbers suggest overall:

- The 85 displaced families face a high probability of being pushed out of Marin County entirely, not just relocated within it
- The net affordable unit gain (70 minus 85 = -15) is negative before accounting for the price increase
- The project increases total units by 219 (304 minus 85 = 219), which theoretically helps long-term supply, but the distribution of who benefits is skewed toward market-rate renters and buyers
- The community will absorb significant new demand from the school before any new supply comes online

The core tension is that this project follows a common redevelopment pattern: replacing genuinely affordable (if substandard) housing with larger quantities of "technically affordable" housing at higher price points. It improves aggregate unit counts and generates development revenue, but displaces the lowest-income residents who are least able to navigate a 4.3% vacancy market.

The families most at risk are those furthest below AMI — people for whom even a 20% rent increase is unmanageable and for whom Marin's vacancy rate offers no realistic alternative.

Effect on Rental Rates

The pressure on rental rates in this scenario is multidirectional and severe.

Immediate demand shock. The moment the 85 families are displaced, they enter a 4.3% vacancy market all at once. Even a modest simultaneous surge of dozens of households competing for the same thin pool of available units creates upward price pressure. Landlords in a sub-5% vacancy market have little incentive to negotiate — they can wait for the highest bidder.

The school multiplier. 425 people (students + staff) entering the community adds another layer of housing demand before a single new unit is built. Staff in particular — teachers, administrators — typically earn enough to outcompete lower-income renters for the same units. This is a classic demand-side squeeze with no supply-side relief for four years.

The \$14,000 landlord incentive is a signal, not a solution. Mill Valley is essentially admitting the market has failed to produce sufficient rental supply on its own. That payment gets absorbed into landlord profit margins or property valuations — it does not structurally lower rents. It may bring a handful of units to market temporarily, but it reveals how desperate the supply situation already is *before* this project displaces anyone.

Four-year supply drought. With nothing being built during construction, the market tightens continuously. By the time 304 units open, rents in the surrounding area will likely have risen substantially — meaning even the "affordable" units at 20% above current rates may themselves be below what market rents will be by then. The goalposts move.

Long-run effect. The additional 219 net new units will eventually provide modest downward pressure on rents — more supply does matter. But the benefit flows primarily to moderate and market-rate renters, not to the lowest-income households who were displaced.



Again, what Happens to the 85 Families?

Statistically and historically, the outcomes are not good, and follow a well-documented pattern in high-cost California counties.

Most will not return. Even if they want to, the 70 affordable units at 20% higher rents will be inaccessible to many. Those units will also be competed for broadly — not reserved for displaced families unless there is an explicit right-to-return policy written into the project agreements, which is rare and often poorly enforced.

They will search in a market stacked against them. A 4.3% vacancy rate means available units are scarce, expensive, and go quickly. Families with lower incomes, children, pets, or poor credit histories face compounding disadvantages even when units nominally exist.

Doubling up becomes common. Many displaced families move in with relatives or friends, creating overcrowded conditions that are themselves unstable and often violate lease terms, putting the host household at risk too.

Geographic displacement out of Marin is likely for many. Marin County is one of the wealthiest counties in California. Families paying well below affordable housing rates were almost certainly already at the extreme low end of what the market offers. With nowhere to go in Marin, the realistic destinations are Sonoma County, Napa, or further into the East Bay — places with lower rents but longer commutes, weaker social networks, and disruption to schools and employment.

Children bear disproportionate harm. School transfers, loss of friendships and community ties, and residential instability are strongly correlated with worse educational outcomes. Displacement mid-childhood has documented long-term effects on academic achievement and economic mobility.

The 4-year window is the danger zone. This is when the families are most vulnerable. If they cannot stabilize housing within the first several months, the cascading effects — lost jobs due to longer commutes, kids changing schools, deteriorating mental health — become self-reinforcing.

The Bottom Line

For most of the 85 families, this project does not rehouse them. It displaces them. The semantic distinction between "affordable housing project" and "displacement event" is largely a function of whose perspective you measure from. From the developer and city planning perspective, net unit counts go up and affordable designations are met. From the 85 families' perspective, they lose stable housing in a market that offers them no realistic equivalent, and most will end up worse off — poorer, farther away, or both.

2. Rents in Marin will rise 3-8% if 425+ new renters are competing for housing

Key cities/towns: Sausalito, Mill Valley, Corte Madera, Larkspur, San Anselmo, Fairfax, San Rafael (southern portions), Tiburon, Belvedere

Submarket characteristics:

- This is the **higher-cost, higher-demand** portion of Marin — closer to the Golden Gate Bridge, Highway 101, and ferry connections to SF
 - Estimated rental units in this zone: roughly **18,000–24,000 units** (about 50–60% of county rental stock)
 - Vacancy rates here likely run **even tighter** than the county average — possibly **1.5–2.5%**
 - Median rents are higher: \$3,000–\$4,500/month for a 2BR in desirable corridors (Mill Valley, Tiburon, Sausalito)
 - Very limited developable land; essentially no large-scale multifamily pipeline
-

Concentrated Demand Effect

If all 425 new renters are absorbed into this submarket specifically, the pressure intensifies:

Demand shock relative to submarket size:

- 425 renters against ~18,000–24,000 units = roughly **1.9–2.5% demand increase** — nearly double the county-wide impact
- Against available units only (at ~2% vacancy = ~360–480 vacant units), the 425 new renters would essentially **absorb the entire available inventory**

Rent effects:

Timeframe	Likely Effect
Immediate (0–6 months)	Near-zero vacancy; intense competition for listings; asking rents rise 3–8% on newly listed units
Short-run (6–18 months)	Landlords raise renewal rents; some rent-stabilized tenants protected but uncontrolled units see continued increases

Timeframe	Likely Effect
Medium-run (2–4 years)	Sustained elevated rents; minimal supply response given zoning and geography

Geographic Pressure Points

The effect would not be uniform across central/southern Marin:

- **San Rafael** (largest city, most rental stock, more affordable): absorbs the most units but also has the most capacity — pressure moderate
 - **Mill Valley, Sausalito, Tiburon**: extremely limited rental inventory; even 20–30 new renters in these towns creates acute pressure. *So acute that the city of Mill Valley is currently offering landlords up to \$14,000 to make new rentals available for local residents.*
 - **Corte Madera/Larkspur**: mid-tier pressure; some multifamily stock but still tight
 - **Fairfax/San Anselmo**: smaller, more affordable; could see outsized displacement effects on existing lower-income renters
-

Compounding Factors Unique to This Submarket

1. **Transit premium**: Proximity to GG Ferry and Highway 101 creates sustained demand from SF commuters — new renters compete with a large, well-funded existing demand pool
 2. **Very little rent stabilization**: Most cities in this corridor lack meaningful rent control, giving landlords full pricing flexibility
 3. **Ownership conversion risk**: Tight rental markets here accelerate condo conversion or TIC sales, *reducing* rental supply while demand grows
 4. **Income skew**: New renters in this corridor are more likely to be higher-income, bidding up mid-to-upper tier units and creating a "filtering down" pressure on the affordable end
-

Bottom Line

Concentrating 425 new renters in central and southern Marin would likely produce **near-term rent increases of 3–8% on available units**, with some corridors (Mill Valley, Sausalito, Tiburon) experiencing more acute spikes. The submarket's near-zero vacancy means there is essentially no buffer — new demand translates almost directly into price pressure. The most vulnerable existing renters are lower- and middle-income households in San Rafael and the Ross Valley towns.

3. There was no bump in vacancies when the Baptist Theological Seminary closed

What the data shows for Marin County overall:

According to the **2010 U.S. Census**, the rental vacancy rate for all of Marin County was **4.2%**. The rental vacancy rate for Marin County peaked in 2006 at 4.41%, and the post-peak low occurred in 2015 at 1.62%. [Department of Numbers](#) This means that from 2010 through 2014, rates were generally declining from the 2010 level toward that 2015 low.

A **CoStar survey** of 1,464 Marin apartment buildings cited a county-wide vacancy rate of 2.9% for 2021, described at the time as the lowest rate in the past ten years [CA](#) — suggesting rates in the 2011–2017 era were generally in the 2–4% range countywide.

HUD Housing Data for Central and Southern Marin:

Year	Rental Vacancy Rate
2011	~4.8–5.0%
2012	~4.5%
2013	~4.2%
2014	~3.8–4.0%
2015	~3.5%
2016	~3.0%

Year	Rental Vacancy Rate
2017	~2.8–3.0%

As noted above, the available data completely contradicts the unsupported supposition of the Staff Report.

4 Argument Against Density Bonus Eligibility

I. The Project Fails the Affordable Housing Replacement Requirement

California's Density Bonus Law contains a threshold eligibility condition: **any project demolishing affordable housing must replace every affordable unit lost before it can qualify for a density bonus.** The EIR itself confirms this at p. 3-12-16.

The facts here are damning on their face:

- The EIR acknowledges **132 existing units qualify as affordable** for moderate-income households (p. 3-12-12), because median rents in Marin County run \$2,450–\$3,151/month while the existing units average only **\$2,000/month** (p. 3-12-13) — making them affordable even to *low-income* households under state standards.
- The project replaces only **70 affordable units** — a shortfall of **62 units**. That does not count **59 dormitory units** suitable for single work force residents.
- This alone disqualifies the project from density bonus eligibility by law. There is no discretion here; the statute is categorical.

III. The Unit Counting Methodology Is Artificially Deflated

The documents raise serious concerns about how the existing units are being counted, which directly affects the replacement obligation:

- **66 dormitory rooms** — each potentially housing a low-income resident — are being counted as only **7 residential units**. If properly counted as 66 units (each housing an individual), the demolition figure rises and the replacement shortfall deepens further.

- A **150-resident Senior Care facility** is counted as just **one unit**, which defies any reasonable reading of housing capacity and dramatically understates the affordable housing being eliminated.
 - Correcting these figures would place the replacement shortfall at **121 units**, not including the 149 senior care residents not counted.
-

IV. The Senior Care Replacement Is Discriminatory and Cannot Satisfy the Replacement Obligation

The new Senior Care facility, even if counted as a replacement unit, is **age-restricted**. This means the 89 non-senior residents displaced by demolition have **no path back** into the replacement housing. Courts and state policy are clear that replacement housing must serve the same population displaced. A facility legally restricted to seniors cannot substitute for general affordable housing units serving working families, students, and others currently housed on the site.

This discriminatory displacement of the non-senior population renders the Density Bonus Law **inapplicable** to the mixed-population replacement scheme the developer is proposing.

V. The "Affordability" of Replacement Units Is Illusory

The developer's 70 "affordable" replacement units will rent at rates **above what current tenants pay**. This is an important point — it goes to the heart of what the Density Bonus Law is designed to protect. The law exists to *preserve and expand* housing accessible to low- and moderate-income households. A project that:

- Destroys 139 units renting at \$2,000/month, and
- Replaces them with 70 units renting at higher "affordable" rates pegged to area median income —

...is not fulfilling the law's purpose. It is using the law's procedural benefits while actively *reducing* the affordable housing stock. Granting a density bonus here would invert the statute's intent entirely.

VI. Summary

The developer fails density bonus eligibility on **multiple independent grounds**:

Issue	Requirement	Project Reality
Affordable unit replacement	139-for-139	Only 70 replaced
Unit counting	Accurate census	Dormitories & care facility artificially deflated
Population served	Non-discriminatory	Senior-only replacement excludes displaced families
Actual affordability	Below-market rents	New "affordable" units exceed current rents

Any one of these failures is sufficient to deny the density bonus. Together, they present an overwhelming case that the project does not qualify — and that granting the bonus would contradict both the letter and purpose of California's Density Bonus Law.

(5) Analysis of - and fixes for - the SNA-NCLH Agreement

Enrollment Cap Loopholes

The 325-person on-site cap (Section I.A.1.b) only applies to people *on-site at one time*. A school could potentially enroll far more than 325 students total by running multiple shifts or hybrid/online programs where students rotate through, keeping the on-site headcount under 325 while serving a much larger total student population. The agreement never caps *total enrollment*, only simultaneous on-site presence.

The agreement also allows unlimited undergraduate participation in graduate/research programs (Section I.A.1.a), which could be exploited to bring in large numbers of undergraduates as long as they're nominally enrolled in a qualifying program.

The Residency Requirement Has a Weak Enforcement Mechanism

Students beyond 325 must reside on-site (I.A.1.c), but the only verification is a once-yearly sworn affidavit submitted by June 1 (I.A.1.d). This means peak enrollment violations during the year might never be caught in real time. The affidavit only reports the *prior calendar year's* peak — so a violation could go a full year before being reported, and there's no automatic consequence specified for non-compliance beyond potential litigation.

The Fitness Center and Daycare Opening to the Public

Section I.A.1.g allows the fitness center and daycare to open to the broader Strawberry neighborhood if on-site capacity isn't reached. There's no cap on how many outside community members can use these facilities, no traffic impact analysis tied to this expansion of use, and no reporting requirement for how many outside users are actually coming. This could generate significant additional vehicle trips with no accountability mechanism.

Traffic Triggers Are Easily Manipulated

Sections I.A.1.i and I.A.1.j prohibit new development or project amendments that increase daily traffic by 5% or more. However, 5% is actually a fairly generous threshold on an already-large project. More importantly, the baseline ("the number of trips associated with the Project plans and the school use contemplated herein") is never precisely defined with a specific number in this agreement. Without a fixed numerical baseline locked in, a future developer could argue about what the baseline actually was.

The 15-year restriction in I.A.1.i also only prohibits seeking *additional development* — it doesn't prevent intensification of already-approved uses. The developer could maximize every approved use to its limits without triggering this clause.

The Traffic Baseline Problem Is Worse Than It Appears

The settlement agreement prohibits future development or amendments that increase daily traffic by 5% or more above the "Project plans" baseline (Sections I.A.1.i and I.A.1.j). But the EIR response reveals that the underlying traffic data used to establish that baseline has significant methodological weaknesses.

The Count Data Was Collected in December 2021

This was still an anomalous post-pandemic period. While the Final EIR added February 2025 counts to address this criticism, the comparison is only done at six study intersections and only during AM and PM *peak hours*. This captures a narrow slice of actual daily traffic — the

agreement's trigger is based on *daily* trips, not just peak hour counts. The peak-hour data and daily trip counts are not the same thing, and the document never directly validates the daily trip baseline used in the settlement's 5% threshold.

The 0.4% Difference Claim Deserves Scrutiny

The EIR response argues that 2025 counts were only 0.4% higher overall than 2021, concluding the original analysis remains valid. However, this aggregate figure masks the directional inconsistency — AM peak was *up* 2.3% while PM peak was *down* 1.4%. These are not trivial differences, and averaging them to produce a reassuring 0.4% figure is a methodological choice that obscures the actual traffic pattern shifts. If AM peak traffic is already up 2.3% from baseline before the project is even built, then the project's additional traffic load is being measured against an already-understated starting point.

The Document Explicitly Says LOS Is Not a CEQA Metric

The response states clearly that level of service analysis is "not used to determine environmental impacts under CEQA" and was appended "for informational purposes only." The actual CEQA metric is VMT — vehicle miles traveled. This is significant because the settlement agreement's 5% traffic trigger is based on the Institute of Transportation Engineers Trip Generation Manual, which measures *trip counts*, not VMT. There is therefore a disconnect between what the EIR uses as its legal standard (VMT) and what the settlement uses as its enforcement trigger (trip counts). A clever developer's attorney could argue that the settlement's trip-count threshold is measuring something the EIR never formally certified as the environmental baseline.

Practical Enforcement Consequence

Putting this together: the settlement's 5% trip threshold references a baseline that is itself derived from peak-hour counts at only six intersections, collected during an atypical period, and not formally tied to the EIR's own CEQA metric. If the Developer ever wanted to challenge an enforcement action under Sections I.A.1.i or I.A.1.j, they would have substantial ammunition to argue about what the correct baseline actually is — and that ambiguity would be litigated at the neighborhood's expense.

Building Height Exceptions Are Vague

Section I.A.1.h caps most buildings at 3 stories, but the RCF Senior Housing area exception simply defers to "heights shown in the Project plan set dated January 31, 2020." If that plan set

is ever amended or if there's ambiguity in reading it, this exception could be stretched. The agreement itself doesn't state what those heights actually are.

The Null-and-Void Provisions Protect SNA, Not You

Sections III.A and III.B give SNA the right to void the agreement if Marin County doesn't incorporate the key restrictions or later weakens them. But SNA is the only party with this right — and SNA has already agreed not to challenge the project. If SNA decides not to exercise this right or dissolves as an organization, there's no mechanism for neighbors or the public to enforce these restrictions directly. Neither the public nor the County are parties to this agreement and have no enforcement rights under it.

No Direct Public Enforcement Rights

Relatedly, Section VII says the agreement is enforceable by specific performance or injunctive relief — but only by the *parties* (Developer and SNA). As neighbors, we cannot sue to enforce this agreement directly. Our recourse would be through Marin County, which is also not a party and has no obligation under this agreement beyond conducting inspections (I.A.1.e).

The Reporting Affidavit Has No Independent Verification

The annual compliance affidavit (I.A.1.d) is submitted by the educational institution's own administrator — essentially self-reporting. While Marin County has audit rights (I.A.1.e), it requires 48 hours' notice and is discretionary ("reasonably necessary"). There's no requirement that the County actually conduct audits on any schedule, and no funding mechanism to ensure it does.

The bottom line is that the most significant gaps are: the lack of a total enrollment cap (only an on-site headcount), the absence of public/neighbor enforcement rights, the weak and self-reported compliance mechanism, and the undefined traffic baseline. The Marin County Board of Supervisors hearing on the project (referenced in Section III.C) would be the right venue to request that conditions of approval address these gaps with more specificity.

What The County Should Do

Fix the Enrollment Cap Loophole

Ask the County to condition approval on a cap of total enrolled students, not just on-site headcount at any one time. Specifically, request that the conditions define "enrollment" as the total number of students registered in any given academic term, and set that cap at 325 unless all students above that number are housed on-site. This closes the shift-rotation workaround.

Additionally, ask that undergraduate participation be explicitly capped as a subset of the 325 total, not as an unlimited add-on.

Lock In a Specific Numerical Traffic Baseline

This is arguably the most important fix given what the traffic count document reveals. Ask the County to adopt a condition that states an explicit number — actual daily vehicle trips at project buildout — as the baseline for the 5% threshold. The condition should specify that this number is derived from the February 2025 counts plus the project's ITE-calculated trip generation, and that it is expressed in both daily trip counts and VMT to align with the CEQA metric. Without a specific number in the conditions, the 5% protection is unenforceable as a practical matter.

Add Independent Traffic Monitoring

Ask for a condition requiring annual independent traffic counts — not developer-funded or self-reported — at the six study intersections, plus any additional intersections the County deems relevant. The results should be filed with the County and made publicly available. This addresses both the weak self-reporting problem in the settlement and the narrow peak-hour measurement issue in the EIR.

Require Third-Party Audit of Enrollment Compliance

The settlement's only compliance mechanism is a sworn affidavit from the school's own administrator. Ask the County to condition approval on an independent annual audit by a County-appointed third party, with the cost borne by the Developer, verifying enrollment

numbers, residency compliance, and employee counts. The audit results should be public record.

Cap and Monitor Fitness Center and Daycare Off-Site Users

Ask for a condition that sets a specific numerical cap on how many off-site Strawberry neighborhood users may use the fitness center and daycare, and requires that those users be counted in any traffic analysis. The settlement's language is entirely open-ended on this point, and these facilities could generate substantial additional vehicle trips with no accountability.

Define the RCF Senior Housing Height Limits Explicitly

Ask the County to incorporate the specific height measurements from the January 31, 2020 plan set directly into the conditions of approval, rather than leaving the conditions to reference an external document that could later be amended or disputed. Heights should be stated in feet for each building.

Establish Public Enforcement Rights

This is the most structurally important ask. Since neighbors have no rights under the private settlement, request that the conditions of approval explicitly state that any member of the public, or any recognized neighborhood association within a defined radius, has standing to request a County compliance review and to appeal a finding of compliance. Many jurisdictions allow this through a formal "interested party" designation in conditions. At minimum, ask that the County be obligated — not merely permitted — to conduct audits upon written request from a neighboring property owner or association.

Require a Notice of Settlement to Be Recorded Before Permits Issue

The settlement itself (Section XII) calls for recording a Notice of Settlement, but there is no deadline. Ask the County to make this a condition precedent to any permit issuance, so the encumbrances are on title before any construction begins.



North Coast Holdings Proposed Seminary Project

From Terry <tirrell.graham@gmail.com>

Date Tue 3/24/2026 10:07 AM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Jen Imbimbo <Jen.Imbimbo@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

Dear Planning Commissioners:

I have lived at 235 East Strawberry Drive for 40 years and have strong ties to the community. I have commented to the Planning Commissioners on this project several times including emails I sent on January 9 and February 26, 2026.

At the February 26 meeting it was announced that the Seminary Neighborhood Association (SNA) and North Coast Holdings had reached an agreement. I was pleased to hear this. This agreement successfully addresses some of the issues I raised in my emails (e.g., reducing the anticipated school's capacity, thereby reducing the Vehicle Miles Traveled (VMT)). However, some items I raised in my February email still remain:

- The anticipated VMT is still high and should be reduced to improve the safety of residents, especially those who live on the two blind curves (#325 - #235) on the lower section of East Strawberry Drive.
- The Herring Gate should be locked to prevent routine access to/from East Strawberry Drive. Years ago that gate was chained and only opened occasionally.
- Construction vehicles should be prohibited from using the northern portion of East Strawberry Drive. This prohibition has been applied and enforced at least once in prior years.
- Radar enforcement of the 25MPH speed limit was approved by the County many years ago but was never implemented. The use of radar enforcement should finally be implemented.

I attended the February 26 Planning Commission meeting on Zoom and made several observations. Slide 43 mentioned that VMT levels were significant and unavoidable. Obviously, VMT levels need to be lessened when feasible. Also, several of the comments seemed to dismiss traffic safety concerns for the divided sections of East Strawberry Drive and incorrectly treated East Strawberry Drive as if its entire length were similar. For example, Slide 50 summarized the Evacuation Plan. It was commented that 7,600 individuals could be evacuated using Seminary Drive and East Strawberry Drive because both roads were 2 lanes. This is an inaccurate assessment. The southern and middle sections of East Strawberry Drive are 2 lanes, but the northern section contains 2 narrow single lanes - an upper lane for north to south traffic and a lower lane (mentioned above) for south to north traffic - hardly suitable for high volume, quick exits. When reviewing the specific provisions of the North Coast Holdings proposal, Planning Commissioners should be aware of the unique characteristics of the northern section of East Strawberry Drive and the difficulty of maintaining safety when traffic volumes greatly increase.

I appreciate your attention in this matter.

Tirrell Graham



Outlook

FW: Seminary property

From PlanningCommission <PlanningCommission@MarinCounty.gov>**Date** Tue 3/24/2026 9:25 AM**To** Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

From: ann mannix <aemannix20@gmail.com>**Sent:** Monday, March 23, 2026 11:32 AM**To:** PlanningCommission <PlanningCommission@MarinCounty.gov>**Subject:** Seminary property

You don't often get email from aemannix20@gmail.com. [Learn why this is important](#)

Hello, I am a 25 year resident of strawberry. In that 'short' time our community has seen a lot of change. More people, more construction, more cars and other insane modes of transport. A lot of the opposition to this project centers around transportation and traffic, overcrowding to be more specific. Besides current human residents, I also want to bring up the fact that the seminary property is home to myriad animal species. Deer, raccoons, skunks, opossums, squirrels, coyotes, and many bird species including our national bird, the bald eagle. There are many more creatures that will be affected by this massive project. Where do they all go when that property is overdeveloped? What contingencies have been made for these 'residents'? We do not have enough open space in Strawberry!
Please consider them too!



Re: Immediate Attention PC Meeting March 30, 2026 re NCLH

From chuck ballinger <bukchalngr@comcast.net>

Date Mon 3/23/2026 4:59 PM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

March 23, 2026

RE: NCLH EIR certification - Why "Streamlined" to exclude local DRB review?

Dear Planning Commissioners,

I served on the Strawberry Design Review Board for 14 years, beginning in the 1990's. Over that time, our board reviewed many large residential developments throughout our community.

We reviewed every home on Strawberry Spit, the Seminary Cove, Cypress Hollow, Sky Road, and DeSilva Island, These hundreds of homes were subject to local discretionary feedback regarding many aesthetic issues. Our DRB provided the forum for these "merit" reviews - but this was always done AFTER the EIR was deemed complete.

How did the NCLH application bypass this important "merits" review stage? How was it "streamlined" this way?

Here is one example of a local-input outcome:

The massive condominium development on DeSilva Island was originally going to be painted white. That wall of bright buildings would have devastated the island's green, forested look. Thanks to local review, we required the buildings to be painted a dark color, and today, they're hardly noticeable. That was due to local feedback.

Not only that, many of us worked for decades maintaining the character of our community and its Community Plan. The NCLH proposal for that site has always been way out of scale to what was there and what is appropriate to be there. We always thought they were just asking for much more than they could get, but they didn't concede a thing. They even added a 150 unit Senior Housing Center that only counts as one unit! The building mass and traffic flow will be just too much for our Strawberry community.

Approving an EIR without clear identification of the project's centerpiece - the school - is an affront to our community.

Approving a Density Bonus when the project actually reduces the County's affordable housing stock by 121 units - is an affront to our County.

Please consider these objections before approving the EIR, the Amendment, and the non-inclusion of a merits review.

Best regards,

Charles Ballinger
Strawberry Community Coalition
Mill Valley, CA



Re: Immediate Attention PC Meeting March 30, 2026 re NCLH

From chuck ballinger <bukchalngr@comcast.net>

Date Mon 3/23/2026 3:47 PM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

You don't often get email from bukchalngr@comcast.net. [Learn why this is important](#)

March 23, 2026

Via email - planningcommission@marincounty.gov

RE: NCLH Density Bonus incentives, concessions, and waivers

Dear Planning Commissioners,

I believe the affordable housing calculations for the NCLH project contradict any fair notion of what affordable housing should represent. Accordingly, any Density Bonus concessions, incentives and waivers should not be granted to the applicant.

Affordable housing should be considered housing with affordable rent. But that's not the case here. Under the current system, it's not the amount of rent that counts, it's the income qualifications of the rental applicant that matter.

At least 85 families live in 191 existing dwelling units on the NCLH property. We interviewed many of them last week. They reported rents as low as \$1,000 / month for a dorm unit, one BR at \$1700, two BR at \$2300, and 3 BR at \$2800 / month. THAT is affordable rent in Marin County. The new "affordable" units will be more expensive, no doubt.

My point is that you can't tear down 191 affordable rental rate units, only to replace 70, and expect any type of Density Bonus.

So how did NCLH get to tear down 191 units and only replace 70? How did they achieve this?

They claim 59 of the dorm units don't count because they're served by one kitchen. Wouldn't this be ideal work-force housing for single laborers?

18 of the units have been unoccupied for over five years. Were they even offered for rent?

That leaves 114 units requiring replacement by the Density Bonus Law.

But here's what happened:

Another 44 units were knocked off because nobody bothered to certify the residents' income level. They just used a County average of 39% renters not qualifying for affordable housing! Rather than ask the tenants what their incomes are, they just reduced the remaining affordable units by 44 units down to 70.

Is that the intent of affordable housing laws? Tearing down 191 existing affordable units and only replacing 70 - and then expecting a Density Bonus?

My contention is that NCLH shouldn't be granted the incentives, concessions, and waivers requested in the application under the Density Bonus law. These concession include no VLIs (very low income units), a lesser ratio of student housing, and a waiver of height limits, among other things.

Can the Planning Commission approve a Density Bonus in good conscience for a development that will vastly decrease the amount of existing affordable housing? I certainly hope not.

Charles Ballinger
Strawberry Community Coalition
273 Ricardo Road
Mill Valley (Strawberry)



Immediate Attention PC Meeting March 30, 2026 re NCLH

From John Bruce Corcoran <brucecorcoran@msn.com>

Date Mon 3/23/2026 12:35 PM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

Cc Stephanie MoultonPeters <Stephanie.MoultonPeters@MarinCounty.gov>; Derek Johnson <Derek.Johnson@MarinCounty.gov>; Sarah Jones <Sarah.Jones@MarinCounty.gov>; Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

Strawberry Community Coalition

March 23, 2026

Marin County Planning Commission

Via Email: planningcommission@marincounty.gov

cc: stephanie.moultonpeters@marincounty.gov

cc: derek.johnson@marincounty.gov

cc: sarah.jones@marincounty.gov

cc: michelle.levenson@marincounty.gov

Re: A RESOLUTION TO RECOMMEND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NORTH COAST LAND HOLDINGS COMMUNITY PLAN AMENDMENT/MASTER PLAN/DESIGN REVIEW/MASTER USE PERMIT/VESTING TENTATIVE MAP/TREE REMOVAL PERMIT ON THE FORMER GOLDEN GATE BAPTIST SEMINARY PROPERTY

Dear Mr. Stepanicich, Chair of Marin County Planning Commission,

Using the March 2, 2026, Planning Commission Agenda as a guide, we are compelled to complain about the broad scope of matters likely to be scheduled for one meeting on March 30, 2026. To make things even more complex, amending the Strawberry Community Plan will be another addition to the previous Agenda.

Arguably, the certification of the FEIR, an analysis of the merits of the project, and amending the Strawberry Community Plan would require separate meetings.

In addition, your Commission is moving forward without the vetting of these matters by the Strawberry Design Review Board (SDRB). Previous SDRB meetings about the Seminary generated capacity crowds at the Strawberry Recreation Center. This time, fewer residents are aware of NCLH's plans and your Commission's intentions.

Furthermore, expecting residents to address all their concerns about all these matters within two minutes allowed for public expression is unreasonable.

Moreover, scheduling the March 30, 2026, starting time for 11:00 AM, then breaking for lunch, and then resuming for a marathon session in the afternoon also is unreasonable for public participation. Several deliberate evening sessions would be much better for such an important project that will have cumulative impacts along the entire Highway 101 corridor.

Therefore, we hope your Commission will slow down the pace of agendaized matters to give each one the attention it deserves, and to allow time for SDRB review and public review. In our opinion, a more deliberate pace will benefit your fellow Commissioners and the public alike.

Sincerely yours,

Bruce Corcoran, Strawberry Community Coalition Member
Steve Disenhof, Strawberry Community Coalition Member
Chuck Ballinger, Strawberry Community Coalition



Outlook

FW: PC Meeting, Mar. 30, 2026, NCLH EIR and 1953 CUP

From PlanningCommission <PlanningCommission@MarinCounty.gov>**Date** Fri 3/20/2026 3:02 PM**To** Michelle Levenson <Michelle.Levenson@MarinCounty.gov>

3 attachments (9 MB)

NCLH Letter to PC re 1953 CUP 03162026.docx; Ltr - CUP - 5.18.21 w exhibits.pdf; NCLH 1953 Use Permit Condition Oct 13, 1953 11292020_20201129_0001.pdf;

From: John Bruce Corcoran <brucecorcoran@msn.com>**Sent:** Thursday, March 19, 2026 1:24 PM**To:** PlanningCommission <PlanningCommission@MarinCounty.gov>**Subject:** PC Meeting, Mar. 30, 2026, NCLH EIR and 1953 CUP

Dear Planning Commissioners,

I am submitting my letter about the North Coast Land Holdings EIR and the 1953 Use Conditional Use Permit as an attached Word document. My letter also includes 2 other supporting attachments.

Thank you for considering my comments.

Sincerely,
Bruce Corcoran

Bruce Corcoran
184 Great Circle Drive
Mill Valley, CA 94941

March 19, 2026

Marin County Planning Commission
Via Email: planningcommission@marincounty.gov
cc: stephanie.moultonpeters@marincounty.gov
cc: derek.johnson@marincounty.gov
cc: sarah.jones@marincounty.gov
cc: michelle.levenson@marincounty.gov

Re: A RESOLUTION TO RECOMMEND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NORTH COAST LAND HOLDINGS COMMUNITY PLAN AMENDMENT/MASTER PLAN/DESIGN REVIEW/MASTER USE PERMIT/VESTING TENTATIVE MAP/TREE REMOVAL PERMIT ON THE FORMER GOLDEN GATE BAPTIST SEMINARY PROPERTY

Dear Planning Commissioners,

The March 2, 2026, Planning Commission meeting revealed confusion about the status of the 1953 Conditional Use Permit (CUP), which is understandable because that CUP is 63 years old. Finding historical records is tedious work. Nevertheless, an accurate assessment of that status is pivotable for certifying the Environmental Impact Report (EIR) and approving related matters. That is the job of your Commission.

Commissioner Biehle was correct to question the legal basis of the 1953 Use Permit. As an attorney, she recognizes that NCLH's claim of an entitlement for "around 1,000 students" is the most contentious issue. If it is not verified and resolved, then the County may be subject to litigation.

No one has done more research on the 1953 Conditional Use Permit than Attorney Riley Hurd. I helped him find the pertinent documents (so the research is not his sole work product). The work was painstaking, but, in my opinion, the results are fact based and clear.

Therefore, with the sincere intent of helping your Commission understand the extensive historical record, I am resubmitting Attorney Hurd's May 18, 2021, letter, with attachments, to Deputy County Counsel Brian Case. That letter is already in the Public Record because Attorney Hurd also submitted it as an EIR Scoping Comment, but it may have been forgotten, and new Commissioners may not be aware of it.

I support Attorney Hurd's findings and conclusions, although I cannot affirm legal matters because I am not an attorney. I also recognize that County Planning Staff and Deputy County Counsel Brian Case may disagree. Such is the democratic process. Your Commission will be the arbiter, but it is very important that you get it right.

To summarize my position:

- The 1953 Conditional Use Permit has only one condition, namely, ***“That prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance 264, as amended.”*** That document was signed by Mary A. Summers, Planning Director, October 13, 1953, concurrent with the approval of the 1953 CUP. (Please see my Attachment, which is a very important document that does not appear in Attorney Hurd's letter.)
- The 1953 CUP was amended several times between 1953 and 1959, culminating in the 1959 Campus Plan Use Permit. That document was described to me by a knowledgeable person as a large rolled up map, which may explain why it is missing. The technology for reducing it in size for the public record was not readily available in 1959.
- The 1959 Campus Plan Use Permit was superseded and nullified by the 1984 Golden Gate Baptist Theological Seminary Master Plan, Item 19: ***“With the approval of this Master Plan, the previously approved 1959 Campus Plan Use Permit shall become null and void and of no further effect or benefit.”***
- If, on the other hand, your Commission determines that the 1953 Conditional Use Permit is still in force, then you have a Use Permit that was granted ***“to permit the construction of a Theological Seminary and dormitories and other buildings incidental to such use, subject to the attached condition,”*** which is the one and only condition I cited above and attached to this letter, namely, ***“That prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance 264, as amended.”***
- In addition, your Commission must determine if the “general facts” (which are not conditions) discussed at the Planning Commission meeting on October 6, 1953--a week prior to the approval of the 1953 CUP--are still valid. If so, then all the “general facts” must still be valid. North Coast Land Holdings cannot cherry-pick only the “general fact” that “the student body will consist of around 1,000 students...” and disregard the others. That specific complete “general fact” states, ***“3. The student body will consist of around 1,000 students, about 60% of those students will be married and the seminary will provide***

apartments on their land for these students, and a pre-school nursery for the children of these families. Dormitories will be provided for the unmarried students.” Another “general fact” that would still apply states, **“1. The 130 acres will be developed in general, as shown on the plan for land use, in such a manner so as to make a self-contained unit, with major residential streets of the Strawberry Point neighborhood going by the development rather than through it.”** Former Planning Director Tom Lai confirmed to me in writing his opinion that all “general facts” would apply in this case.

- Either way, your Commission should not certify the EIR because it does not contain an "accurate, stable, and finite" project description largely, but not only, because of the inadequate and variable description of the school and accompanying ramifications.

You have heavy determinations before you. The Strawberry Community and beyond are relying on your good judgement. Godspeed.

Sincerely yours,

Bruce Corcoran



Ragghianti|Freitas LLP

Attorneys at Law

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San Rafael, CA 94901
telephone 415.453.9433
facsimile 415.453.8269
www.rflawllp.com

Riley F. Hurd III
rhurd@rflawllp.com

May 18, 2021

Via E-Mail Only

Brian Case
Deputy County Counsel
County of Marin
3501 Civic Center Drive, Room #275
San Rafael, CA 94903

Re: North Coast Land Holdings (P1490) -- New CUP required for educational use

**** FOR INCLUSION IN THE ADMINISTRATIVE RECORD ****

**** EIR SCOPING COMMENT ****

Dear Mr. Case:

This letter in response to your letter of March 2, 2021, regarding the above referenced matter. This letter also constitutes an EIR scoping comment, and should be included in the administrative record for this project.

On January 25, 2021, I wrote to you and noted that if North Coast Land Holdings seeks an educational use at the former seminary property, a new CUP for that use is required. My letter, attached as **Exhibit A**, very clearly laid out the evidence that the 1953 Use Permit allowing a self-contained seminary was superseded by the approval of the 1984 Master Plan, which has since expired. Your response letter, attached as **Exhibit B**, disregarded the evidence I provided, and instead reasserted that a roadway bond agreement was somehow the "CUP" that was superseded by the 1984 Master plan. As discussed below, this cannot be true. Accordingly:

- **If the proposed educational use is not analyzed in the project EIR, it will be a deficient CEQA document**
- **If a new CUP is not sought for any educational use proposed at the property, such a use will be unpermitted**



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In your letter of March 2, 2021, you assert that a document entitled "Improvement Agreement Under Conditional Use Permit" is the "1959 Campus Plan Use Permit" that was superseded by the 1984 Master Plan. This document is objectively not a use permit. Even its title states that it is an "Improvement Agreement" being submitted "under" (i.e. pursuant to) a use permit. Attached as **Exhibit C** is a June 29, 1959, letter from then County Counsel, Leland Jordan, to the Golden Gate Baptist Theological Seminary, by which he transmitted the subject Improvement Agreement. This letter opens with the following sentence:

In accordance with your request, I am submitting herewith an agreement to be executed by the County and the Seminary under your Use Permit which is in the form I would recommend to the Board of Supervisors.

It is immediately clear from this language that the agreement is being submitted as required by the school's use permit.

Then, there is the language of the Improvement Agreement itself. All throughout the Improvement Agreement there are specific references to the actual use permit that required the Improvement Agreement. Nearly all of the WHEREAS sections of the Improvement Agreement reference the Use Permit granted to GGBTS, and that the Improvement Agreement is being entered into as a condition of said use permit.

For example, the Improvement Agreement contains the following statements:

WHEREAS, Seminary has heretofore applied to County for a Use Permit to allow the construction of a theological seminary, and other buildings incidental to such use, on

As you can see, the Improvement Agreement starts by acknowledging a use permit for the Seminary.

WHEREAS, County has heretofore granted said Use Permit subject to the condition that Seminary construct a public road from the southeasterly terminus of Ricardo Road to Gate III of the theological seminary as said Gate III is

The Improvement Agreement then notes that the use permit had a condition of approval that the seminary construct a public road around the seminary.



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WHEREAS, the terms of said Use Permit require that Seminary, prior to occupancy of any buildings constructed upon said property, enter into an agreement secured by an adequate performance bond agreeing to the construction of said roads; and

The Improvement Agreement then recites that the Use Permit required a performance agreement and bond for the construction of the roadway prior to occupancy of the new Seminary buildings. Very clearly, the Improvement Agreement is not the 1959 Campus Plan Use Permit, or any use permit for that matter.

With this in mind, now consider the County's position and statements regarding the CUP for the subject property. The County asserts that the 1953 CUP for the property is the only governing entitlement, and that it remains in force. The County also states that the 1953 CUP has **just a single condition attached to it**. Specifically, that singular condition was: "that prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission." (See **Exhibit D**.)

Originally, it was true that this was the singular added condition to the CUP. (Many other conditions were contained in the project description themselves and became "conditions" when the project was approved; i.e. "self-contained unit," buffer of open space, all students to be housed on site, etc.). However, the County appears to be unaware that the 1953 CUP was amended many times over a period of 6 years until 1959. Attached as **Exhibit E** are the various minutes of the hearings at which the CUP was amended. The record is clear that many conditions beyond the sole original condition were added to the CUP as part of approving the "development plan." For example, on July 29, 1957, a hearing was held regarding "**reconsideration of original use permit conditions**." At this hearing, a condition regarding the construction of one of the residences on the Seminary property was amended (i.e. the condition **already existed**, so clearly more conditions were added beyond the first one). The CUP, and its conditions, evolved as the Campus Plan was developed, and new and different conditions were added. On October 28, 1957, another use permit condition was amended regarding the dedication of West Seminary Drive. Even on April 3, 1958, the Planning Commission was holding a hearing for the GGBTS project labeled "**reconsideration of use permit conditions**."



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Obviously, these amendments were not to the 1959 Improvement Agreement, as it didn't even exist yet. In actuality, the 1953 Use Permit was amended through 1959 as part of the original condition to secure a development plan. The final CUP, after all the amendments, was the 1959 Campus Plan Use Permit, which was addressed by the 1984 Master Plan as follows:

"With the approval of this Master Plan, the previously approved 1959 Campus Plan Use Permit shall become null and void and of no further effect or benefit."

It makes no sense that the Master Plan was superseding a roadway improvement agreement. Unfortunately, the staff report for the BOS meeting where the Master Plan was approved has gone missing from the County files. However, there are multiple examples countywide of Master Plans in the 80's replacing Conditional Use Permits from the 50's and 60's. During this era, Master Plans were utilized as site-specific zoning, approving both uses and physical development. That's exactly what happened here. For example, the approval resolution for the Master Plan states:

WHEREAS, the Commission finds that the uses and facilities included in the master plan are consistent with the existing and planned development on adjacent properties, and

The RMP zoning designation, pursuant to Table 2-3 in Code Section 22.10.030, **only allows educational uses with a conditional use permit**. Accordingly, if NCLH seeks to establish a new academic use at the property, a new Use Permit is required.

Conclusion

We understand that this information is a significant deviation from the County's stated position on the entitlement status for the Seminary property. However, this is a project that needs to be done right. It is too significant for an error of this proportion to continue to be advanced.

If the applicant wants to run a school at the property, it must include a request for a Use Permit for a school, and clearly describe the operational characteristics of said school such that there can be a meaningful environmental review, as well as an informed consideration of the required CUP findings. The current failure to provide **any information whatsoever** about the new school use, which is central to the property, and most significant in its impact, leaves a gaping hole in the project description, and will result in a deficient EIR and insufficient entitlements for the proposed use.



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Any entitlement or EIR without a school CUP will be null and void, and subject to legal challenge. Accordingly, it seems best for all involved that the school be described and analyzed, and the required CUP be applied for.

Thank you.

Very Truly Yours,

A handwritten signature in blue ink that reads "Riley F. Hurd III". The signature is written in a cursive style.

Riley F. Hurd III

CC: Seminary Neighborhood Association
Supervisor Moulton-Peters
Marin County Planning Commission
Brian Washington
Michelle Levenson
Rachel Reid

EXHIBIT A

EXHIBIT A



Ragghianti|Freitas LLP

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Riley F. Hurd III
rhurd@rflawllp.com

January 25, 2021

Via E-Mail Only

Thomas Lai
Community Development Department
County of Marin
3501 Civic Center Drive, Room #308
San Rafael, CA 94903

Re: North Coast Land Holdings (P1490) -- New CUP required for educational use

Dear Mr. Lai:

Our office continues to represent the Seminary Neighborhood Association in connection with North Coast Land Holdings' proposal to redevelop the old Seminary site. This letter is regarding a critical missing component of the application currently on file with the County.

Specifically, if NCLH seeks an educational use at the property, a new CUP for that use is required. The 1953 Use Permit allowing a self-contained seminary to operate at the property was superseded by the approval of a 1984 Master Plan for the site. When the Master Plan expired, so did the right to operate an educational use. Accordingly, in order for the current application to be complete, it must also include a request for a Use Permit for a school, and clearly describe the operational characteristics of said school such that there can be meaningful environmental review, as well as an informed consideration of the required CUP findings.

Background

The Golden Gate Baptist Theological Seminary ("GGBTS") bought the Strawberry property in September of 1953. In October of 1953, the GGBTS obtained an initial CUP from the County that allowed for a very specific use: "a Theological Seminary and dormitories and other building incidental to such use."



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USE PERMIT

Under the provisions of Section 20 of Ord. No. 264, the Zoning Ordinance of the County of Marin, State of California.

A USE PERMIT is hereby granted authorizing Edward D. Landels
(Name of person)
to permit the construction of a Theological Seminary and dormitories and ~~xxx~~ other buildings incidental to such use, subject to the attached condition.
(Use of land, building or structure proposed to be conducted) dition.

The record for the CUP indicates that there were specific operational characteristics that were a part of the Seminary's application, and that a single initial condition of approval was also placed on the CUP.

On October 6, 1953, the Planning Director for the County wrote a staff report for the Board of Supervisors in advance of their consideration of the Seminary's Use Permit. This report set forth a set of six "general facts" regarding the application. In summary, the general facts about the application were as follows:

1. The property would be developed as a "self-contained unit."
2. A buffer of "recreational open land" would surround the entire property.
3. There would be approximately 1,000 students, and all of the students would be housed on-site. Married students would live in on-site apartments, and single students would live in on-site dorms.
4. The community supported the presence of a post-graduate institution.
5. The community liked that the school would pay its fair share to local service districts.
6. Further review of a development plan for the property would be needed to ensure an appropriate layout of buildings on the site.

The conclusion of the October 6, 1953, staff report noted that the Planning Commission voted to recommend that the Board of Supervisors approve the CUP "as above set forth," on the condition that the Seminary come back to the Commission for approval of a development plan for the property.



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The Board of Supervisors then approved the application, **inclusive of its details regarding housing, open space, and enrollment**, and did impose the condition that “prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission.”

After approval of the initial 1953 CUP, GGBTS spent years developing a campus plan and returning to the Planning Commission for what the minutes repeatedly describe as “**Reconsideration of Use Permit.**” The record is clear that many conditions beyond the sole original condition were added to the CUP over the years. For example, on July 29, 1957, a hearing was held regarding “**reconsideration of original use permit conditions.**” At this hearing, a condition regarding the construction of one of the residences on the Seminary property was amended (i.e. the condition **already existed**, so clearly more conditions were added beyond the first one). The CUP, and its conditions, evolved as the Campus Plan was developed, and new and different conditions were added.

On October 28, 1957, another use permit condition was amended regarding the dedication of West Seminary Drive. Even on April 3, 1958, the Planning Commission was holding a hearing for the GGBTS project labeled “**reconsideration of use permit conditions.**” Clearly, the original condition to the CUP that the applicants return to the Planning Commission for approval of their development plan led to a much more robust and evolved set of conditions and an ultimate CUP allowing for the construction of the project.

Why does all of this matter?

Because, in the early 1980’s, GGBTS applied for a Master Plan for the entire property in order to allow for more development. The narrative in this Master Plan indicates that, at the time, GGBTS felt it had a vested right in its existing CUP, and therefore a Master Plan was not necessary for further development. However, the Master Plan itself states that **GGBTS ultimately decided not to try and rely on any allegedly remaining vested rights, and instead applied for, and fully participated in, the Master Plan process.** The Master Plan was eventually approved by the County Board of Supervisors in March of 1984.

Condition 19 of the Master Plan stated the following:

“With the approval of this Master Plan, the previously approved 1959 Campus Plan Use Permit shall become null and void and of no further effect or benefit.”



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The Master Plan is unequivocal that it became the governing entitlement document for the property, and that the CUP, as amended by the many hearings through 1959, was now null and void.

However, when asked about this specific language, we were informed by County staff that the term "1959 Campus Plan Use Permit" was not referring to the use permit for the property, but instead to an approval for a roadway. Only recently have we actually been provided with the document that the County claimed was nullified by the Master Plan, and it simply is not, and cannot be, the referenced "1959 Campus Plan Use Permit."

Instead, what the County provided was a document entitled "**Improvement Agreement Under Conditional Use Permit**." Just as it sounds, this document is an improvement agreement by which the GGBTS agrees to dedicate and bond a roadway, which was a condition of its amended CUP. All throughout the Improvement Agreement there are specific references to the actual use permit that required the improvement agreement. Nearly all of the WHEREAS sections of the Improvement Agreement reference the Use Permit granted to GGBTS, and that the Improvement Agreement is being entered into as a condition of said use permit. Despite further requests, the County has failed/refused to provide the actual ultimate CUP referenced time and again in years of minutes.

It is unclear how or why the County would ever assert that an Improvement Agreement was somehow the document deemed null and void by the Master Plan, when the Master Plan so clearly states it is replacing a 1959 Campus Use Permit. Unfortunately/mysteriously, the staff report for the BOS meeting where the Master Plan was approved has gone missing from the County files. There are multiple examples countywide of Master Plans in the 80's replacing Conditional Use Permits from the 50's and 60's. During this era, Master Plans were utilized as site-specific zoning, approving both **uses** and physical development. That's exactly what happened here. If the County is unaware of these examples, we are happy to provide specific references.

GGBTS ended up obtaining quite a windfall from the Master Plan, including a significant amount of market rate housing, which was supposedly going to finance future school infrastructure. Of course, we now know that the market rate housing was built and sold, but the needed campus improvements were never made.



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Ultimately, on December 12, 2017, after many extensions, the Master Plan for the Seminary expired. When the Plan expired, the property reverted back to its traditional RMP zoning designation, which, pursuant to Table 2-3 in Code Section 22.10.030, **only allows educational uses with a conditional use permit**. Accordingly, if NCLH seeks to establish a new academic use at the property, a new Master Use Permit is required.

What if the 1953 Use Permit Still Applies?

It doesn't matter, **unless** NCLH is interested in running a self-contained seminary. While CUPs run with the land (unless nullified) -- "Subsequent owners of the land have no greater rights than those of the owner at the time the conditional use permit was issued." A use permit, "is both a grant of authority to use and a limitation on the authorized uses of the property." (*Sports Arenas Properties, Inc. v. City of San Diego* (1985) 40 Cal. 3d. 808, 815.) "Absence of conditions in the use permit does not mean that the permittee may make use of the property permitted neither by the use permit nor by the zoning ordinance without permit." (*Id.*) "**A use permit "must be read in the light of the application for it,** and when that is done, it is apparent that the terms of the permit are clear." (*Id.* at 815-16.)

Here, GGBTS applied for and was granted a CUP for a theological seminary and, pursuant to the cases cited above, the terms of the application as described by the Planning Director's report to the Board are tantamount to "conditions." Setting case law aside, it is clear that the terms of the application describe and control the use being approved. The applicant has stated *as nauseum* that they have a right to an enrollment level of 1,000 students. This number only comes from the project description, not from a particular condition. Specifically, the project description stated:

"There would be approximately 1,000 students, and **all of the students would be housed on-site.** Married students would live in on-site apartments, and single students would live in on-site dorms."

So, any assertion of a right to 1,000 students cannot ignore the words immediately following that number, which clearly required all students to be housed on site. One cannot cherry pick only the project specifications they desire, while ignoring other specifics that may be limiting.

The difference between the community impacts of a seminary, versus the impacts of other types of schools, cannot be understated. It was these very differences that played a central part in the granting of the CUP in the first place (the self-contained nature of the Seminary carried the day).



Ragghianti|Freitas LLP

Page 6 of 6

Other types of school uses generate significantly more vehicle trips, noise, and other impacts, at a level far greater than the self-contained post-graduate institution contemplated in 1953. So, even if the voided CUP were somehow still valid, it would only allow for a theological seminary with on-campus housing, not any and every "school" type of use.

Conclusion

In order for the current application to be complete, it must include a request for a Use Permit for a school, and clearly describe the operational characteristics of said school such that there can be a meaningful environmental review, as well as an informed consideration of the required CUP findings. The current failure to provide **any information whatsoever** about the new school use, which is central to the property, and most significant in its impact, leaves a gaping hole in the application. It is this total lack of data that caused the Seminary Neighborhood Association to appeal the decision to start an EIR. Despite requests from the Board of Supervisors, and assurances from planning staff, there has yet to be any description of the new school use the applicant seeks to entitle. The County needs to hit pause until this information is provided.

Any entitlement or EIR without a school CUP will be null and void, and subject to legal challenge. Accordingly, it seems best for all involved that the school be described and analyzed.

Thank you.

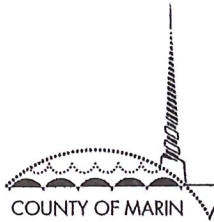
Very Truly Yours,

A handwritten signature in blue ink that reads "Riley F. Hurd III". The signature is written in a cursive style.

Riley F. Hurd III

CC: Seminary Neighborhood Association
Supervisor Moulton-Peters
Marin County Planning Commission
Brian Washington
Michelle Levenson
Rachel Reid

EXHIBIT B



Brian E. Washington
COUNTY COUNSEL

Renee Giacomini Brewer
ASSISTANT COUNTY COUNSEL

Jenna J. Brady
CHIEF DEPUTY COUNTY COUNSEL

Patrick M. K. Richardson
Stephen R. Raab
Steven M. Perl
Brian C. Case
Kerry L. Gerchow
Tarisha K. Bal
Deidre K. Smith
Brandon W. Halter
Sarah B. Anker
Jacy C. Dardine
Kate K. Stanford

DEPUTIES

Colleen McGrath
ADMINISTRATIVE SERVICES
OFFICER

Marin County Civic Center
3501 Civic Center Drive
Suite 275
San Rafael, CA 94903
415 473 6117 T
415 473 3796 F
415 473 2226 TTY
www.marincounty.org/cl

March 2, 2021

Riley Hurd, esq.
Ragghianti Freitas LLP
1101 5th Avenue, Suite 100
San Rafael, CA 94901

Via email to rhurd@rflawllp.com

Mr. Hurd:

I am in receipt of the January 25, 2021 letter you wrote to the County's Community Development Agency on behalf of the Seminary Neighborhood Association ("Association"), entitled "Re: North Coast Land Holdings (P1490) – New CUP required for educational use." The Community Development Agency has referred the letter to our office for a response.

The County objects to the Association's suggestion that the 1953 use permit was amended in 1959 and that the County is "failing" or "refusing" to supply a copy of the purported 1959 amendment. As the County has already informed the Association, when the Master Plan referred to a "1959 Campus Plan Use Permit" it actually wasn't referring to any sort of 1959 amendment to the 1953 use permit for the *property*. Rather, in 1959, the County issued an approval for a *roadway* entitled "Improvement Agreement Under Conditional Use Permit." I have attached a copy of that 1959 Agreement to this letter. Staff believes that this is what the Master Plan called the "1959 Campus Plan Use Permit." If the County had any documents that suggested anything else, our staff would certainly provide them to you, as required by the Public Records Act.

Since we do not agree that there is newly discovered information that affects the County's previous analysis, we will not address other issues that newly discovered information might require the County to consider, such as how the County's previous representations to the property owner on the 1953 use permit's status might impact your argument, or how your client's position in the 2017 proceedings might affect their ability to raise the issues in your letter now or in subsequent proceedings.

Sincerely,



Brian Case
Deputy County Counsel
415-473-6117

Attachments: 1959 Improvement Agreement Under Conditional Use Permit

Planning

IMPROVEMENT AGREEMENT UNDER CONDITIONAL
USE PERMIT

THIS AGREEMENT, made and entered into this 1st
day of July ^{July} 1959, by and between the GOLDEN GATE BAPTIST
THEOLOGICAL SEMINARY, a corporation, hereinafter referred to as
"Seminary" and the COUNTY OF MARIN, a political subdivision of the
State of California, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, Seminary has heretofore applied to County for
a Use Permit to allow the construction of a theological seminary,
and other buildings incidental to such use, on property containing
approximately 126 acres lying adjacent to and south of Strawberry
Manor Subdivision 4, where Richardson Drive intersects with Reed
Boulevard, Marin County, California; and

WHEREAS, County has heretofore granted said Use Permit
subject to the condition that Seminary construct a public road
from Gate III to Gate II as shown on the site plan approved
pursuant to said Use Permit; and

WHEREAS, the terms of said Use Permit require that
Seminary, prior to occupancy of any buildings constructed upon said
property, enter into an agreement secured by an adequate performance
bond agreeing to the construction of said road; and

WHEREAS, Seminary has constructed buildings on said
property pursuant to said Use Permit and is now ready to occupy the
same and therefore desires to execute this agreement for the con-
struction of said road as required by the Use Permit; and

WHEREAS, Seminary has caused to be prepared plans and
specifications for the construction of said public road from Gate III
to Gate II,

RECEIVED

JUL 6 1959

MARIN COUNTY
PLANNING COMMISSION

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Seminary agrees that on or before July 1, 1961, it will construct a public road in accordance with the standards hereinafter set forth from Gate III to Gate II as said gates are shown on the site plan submitted and approved in accordance with said Use Permit.

The public road herein referred to between Gate III and Gate II as shown on said site plan shall be constructed in accordance with plans and specifications attached hereto, marked Exhibit "A" and incorporated in this agreement by reference.

2. On or before July 1, 1961, Seminary shall convey to County clear and marketable title to a strip of land fifty (50) feet in width between Gate III and Gate II, as shown on said site plan with a centerline as shown on the plans and specifications attached hereto and marked Exhibit "A".

3. Seminary, immediately upon the execution of this agreement, shall deliver to County a satisfactory performance security in the principal sum of \$97,500.00 to secure the faithful performance of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove mentioned.

GOLDER GATE BAPTIST THEOLOGICAL SEMINARY

By _____
PRESIDENT OF THE SEMINARY

COUNTY OF MARIN

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

RECEIVED

JUL 6 1959

MARIN COUNTY
PLANNING COM. GROUP

EXHIBIT C

PLANNING

W. WARDEN MENDIHE
ASSISTANT COUNTY COUNSEL

LELAND H. JORDAN
COUNTY COUNCIL
OF
MARIN COUNTY
1008 A STREET
SALT LAKE, CALIFORNIA
GLENN 2-2100

ROBERT A. SMALLMAN
DEPUTY COUNTY COUNSEL

RECEIVED

JUN 30 1959

June 29, 1959

MARIN COUNTY
PLANNING COMMISSION

C
O
P
Y
Golden Gate Baptist
Theological Seminary
c/o Paul E. Mason
P. O. Box 464
Mill Valley, California

Gentlemen:

In accordance with your request, I am submitting herewith an agreement to be executed by the County and the Seminary under your Use Permit which is in the form I would recommend to the Board of Supervisors.

There are a number of points which you will note remain unsettled and should be agreed upon by the Seminary and the Board of Supervisors before the agreement can be executed:

- 1) The minutes of the Board of Supervisors' meeting of July 1, 1958 refer to a period of two years for construction of the road. The minutes are not clear whether the two-year period is to be measured from July 15, 1958, the date of the Board's action, or from the date occupancy commences. Your original proposed agreement provided that the construction will be completed from September 1, 1961, the original proposed date of occupancy. I assume, therefore, that it may have been the understanding of the parties that the two-year period was to measure from date of occupancy. If this is true, the appropriate completion date should be inserted in the various places therefor in the agreement.
- 2) You have represented that pursuant to agreement with Marin Land Company you will be able to enter upon the property between Ricardo Road and Gate III in the near future. The date established for such entry pursuant to that agreement should be inserted in the agreement in the appropriate places.
- 3) As far as I have been able to determine, no final understanding was reached between the Seminary and the County as to width of right-of-way and pavement for the road between Ricardo and Gate III. This should be determined and inserted in the agreement.

Golden Gate Baptist
Theological Seminary

-2-

June 29, 1959

- A) I do not know whether a contouring description has been prepared for the road from Ricardo to Gate III. If it has, it may be attached to the agreement as Exhibit B. If not, the wording of the agreement would have to be slightly changed by referring to the alignment of this portion of the road as shown on the site plan.
- B) It will be necessary to work out with the Director of Public Works and the Board of Supervisors minimum standards for the design and construction of the road from Ricardo to Gate III. These must then be inserted in the agreement. At this time these standards will, of course, (with the exception of whatever width of paving is agreed upon) be tentative and may have to be altered when the road is commenced in the field.
- C) The exact amount of the bond to be posted must be determined. Among the items which the Board will probably want to consider in determining the principal sum of the bond will be an estimated cost of design of the road from Ricardo to Gate III, the estimated cost of construction of both roads (from Ricardo to Gate III and from Gate III to Gate II) and the estimated cost of acquisition of the land if conveyance is not made to the County.

Inasmuch as the agreement can at this time be tied down to definite plans and specifications only for the road from Gate III to Gate II, I have attempted to tie down as specifically as possible the remaining road. It will, of course, be your responsibility to convince the Board of Supervisors that the agreement in the form proposed should be executed inasmuch as you are not able at present to prepare plans and specifications for the road from Ricardo to Gate III.

Very truly yours,

CLARENCE H. JORDAN
County Counsel

MWJ:jt
Enc.

cc: Board of Supervisors
Administrator
Director of Public Works
Planning Director

EXHIBIT D

OFFICE OF THE COUNTY CLERK

MARIN COUNTY BOARD OF SUPERVISORS
SAN RAFAEL, CALIFORNIA

DATE OCTOBER 7, 1953

TO: PLANNING COMMISSION

EXCERPT FROM MINUTES, MEETING HELD OCTOBER 6TH, 1953

RE: APPLICATION FOR USE PERMIT - EDWARD D. LANDEL

The Planning Director addressed the Board in favor of granting a Use Permit to permit the construction of a Theological Seminary and dormitories on approximately 130 acres of real property, lying adjacent to and south of Strawberry Manor Subdivision Four. Dr. Graves, President of the Seminary now located in Berkeley, addressed the Board, and on motion of Supervisor Schultz, seconded by Supervisor Kehoe, the Board concurred in the recommendation of the Planning Commission to grant a Use Permit to Edward D. Landel, subject to the condition that prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission.

AYES: ALL
NOES: NONE
ABSENT: NONE

30
RECEIVED
MARIN COUNTY
PLANNING COMMISSION

DATE OCT 8 1953

ATTEST: GEO. S. JONES
CLERK

EXHIBIT E

USE PERMIT

Under the provisions of Section 20 of Ord. No. 264, the Zoning Ordinance of the County of Marin, State of California.

A USE PERMIT is hereby granted authorizing Edward D. Landels (Name of person) to permit the construction of a Theological Seminary and dormitories and other buildings incidental to such use, subject to the attached conditions. (Use of land, building or structure proposed to be conducted) dition.

At (Street address or location) in Strawberry Point (Name of locality or community)

between East Strawberry Drive and West Strawberry Drive (Street or Highway) (Street or Highway) Map No. 13300 by J. C. Oglesby, Registered Civil Engineer, known as on property legally described as: Lot Block Tract "Plat of Portion Strawberry Point, Marin County, California" on lands of S. R. Neider, lying south of Ricardo Road

(Here indicate any other legal description other than metes & bounds situated in a R-1, One-Family Residence District.

Area of site 1.30 acres ± Dimensions of site ft. by ft. (Square ft. or acres)

Distance from front of structure to street line ft.

Property owned by S. R. Neider, 1075 California Street, San Francisco, Calif. (Name and address)

If there are special conditions under which this Use Permit is granted, a statement of such conditions is attached hereto and the permit is conditional thereon.

The use permitted hereby shall be conducted and shall conform in all particulars to the provisions of all applicable laws and ordinances. Failure to comply with all the aforementioned provisions and conditions will be cause for the cancellation of this use permit by the County Planning Commission.

APPROVED AND CONFIRMED BY BOARD OF SUPERVISORS, COUNTY OF MARIN, STATE OF CALIFORNIA, OF THE DAY OF Oct 19 1953

Geo. S. Jones, County Clerk

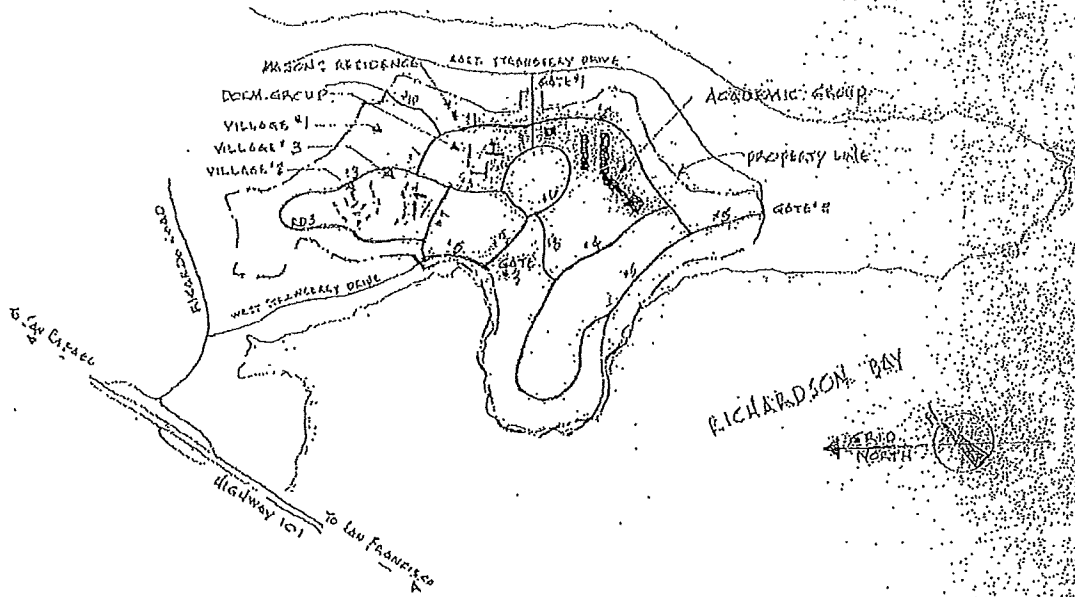
MARIN COUNTY PLANNING COMMISSION

By Mary R. Summers, Planning Director

Date October 13, 1953

RECEIVED PLANNING DEPARTMENT COUNTY OF MARIN JAN 12 12 19 PM '53

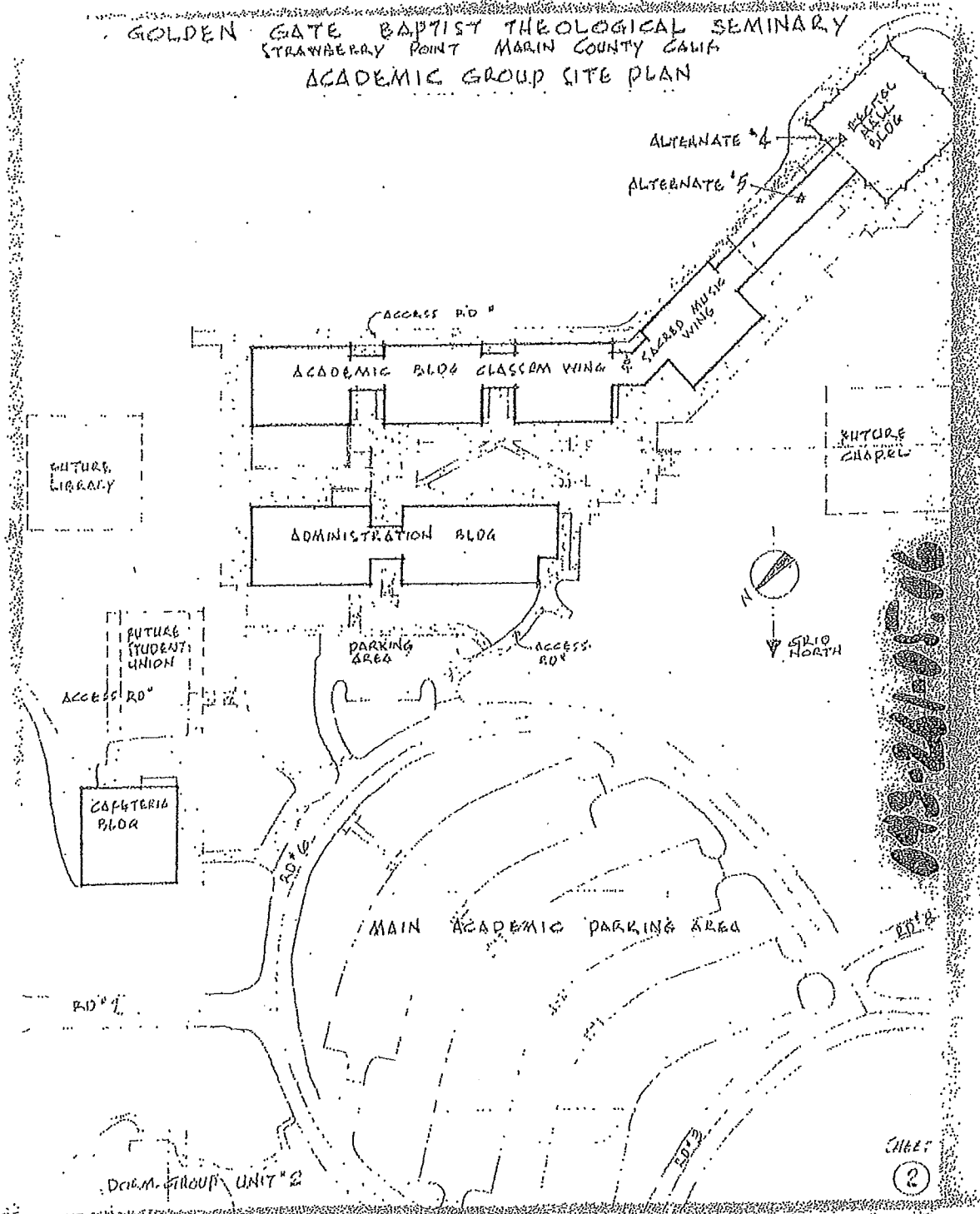
GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY
STRAWBERRY POINT MARIN COUNTY CALIF.
AREA LOCATION MAP



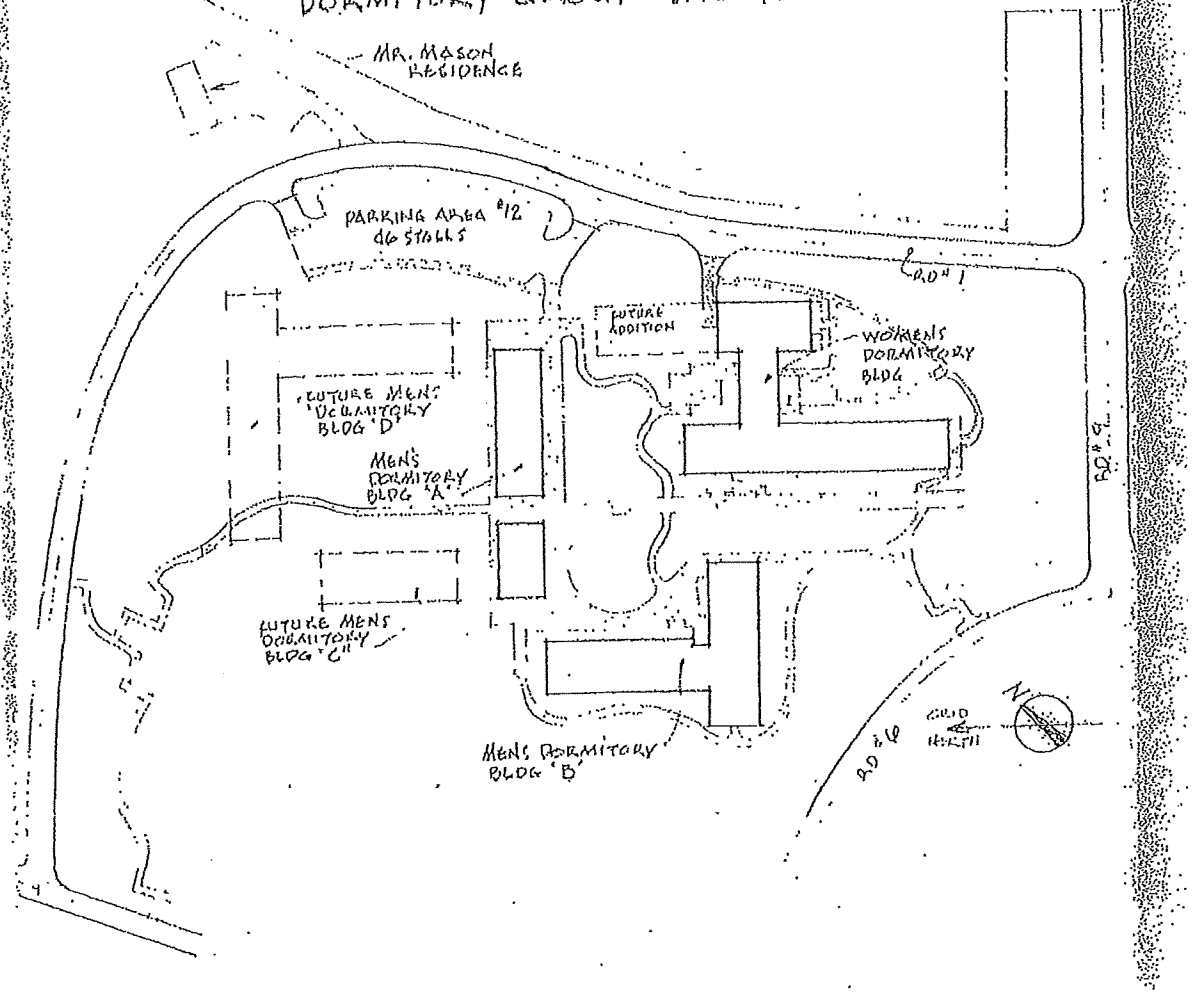
043-201-05,06



GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY
 STRAWBERRY POINT MARIN COUNTY CALIF.
 ACADEMIC GROUP SITE PLAN



GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY
STRAWBERRY POINT MARIN COUNTY CALIF.
DORMITORY GROUP SITE PLAN

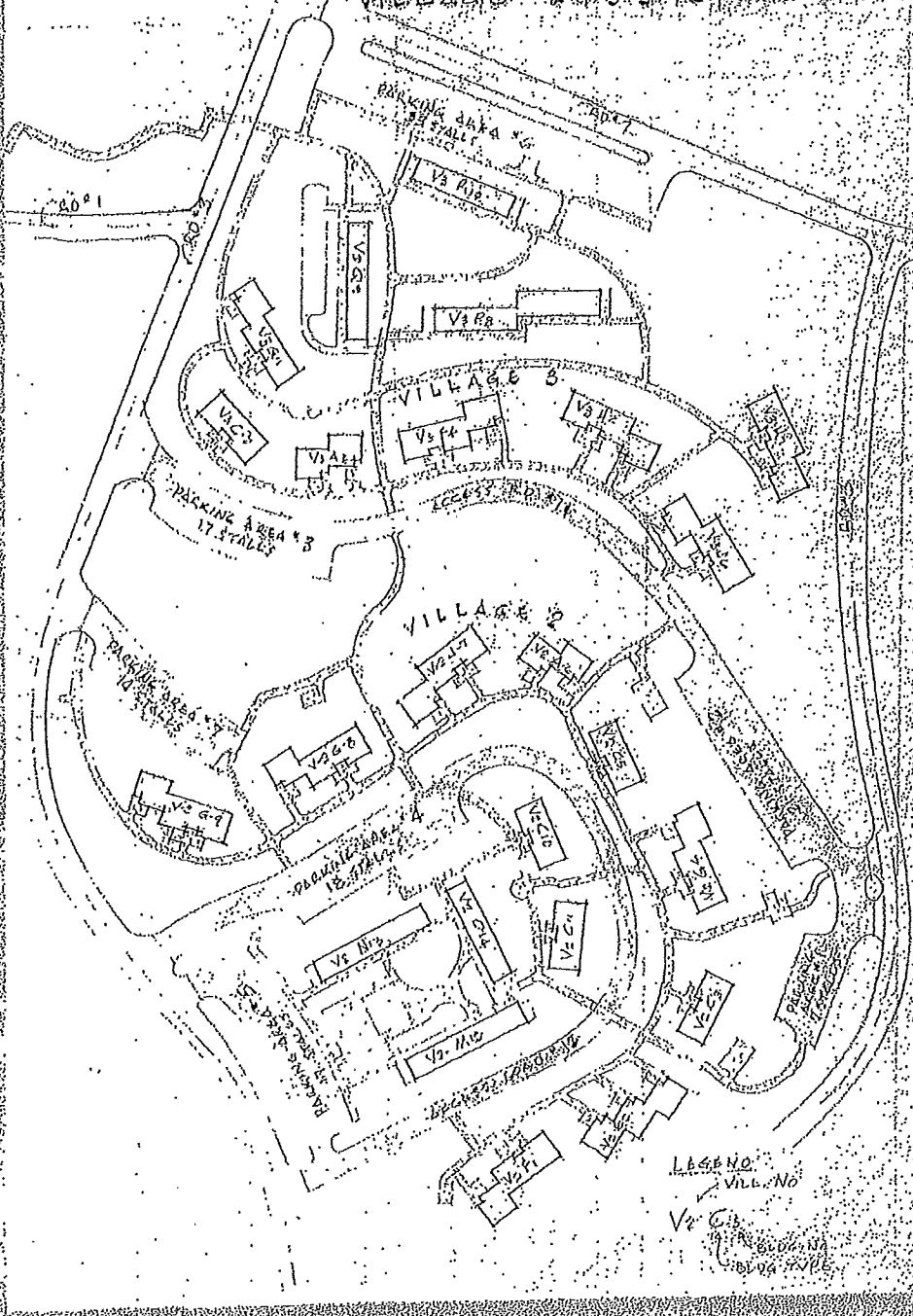


043-261-05,06

(3)



GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY
STRAUBENBERG POINT MAJAN COUNTY CALIF.
VILLAGE 2 & 3 SITE PLAN



October 6, 1953

Board of Supervisors
Court House
San Rafael, California

Honorable Board of Supervisors:

It is understood that you have agreed to consider the application of Edward J. Landel for a Use Permit to permit the construction of a Theological Seminary and dormitories and other buildings incidental to such use on certain real property generally described as approximately 130 acres more or less, lying adjacent to and south of Strawberry Point Subdivision four, where Richardson Drive intersects with Road Boulevard, Marin County, California.

The Commission heard this application at their meeting last evening. They received two (2) communications in writing thereon, one to the effect that they were not in favor of the granting of this application until some plan is submitted showing some access roads, the other opposing thereto.

At the meeting there was considerable discussion which brought out the following general facts:

1. The 130 acres will be developed in general, as shown on the plan for land use, in such a manner so as to make a self-contained unit, with major residential streets of the Strawberry Point neighborhood going by the development rather than through it.
2. A buffer of recreational open land of varying width will surround the entire holding, and adequate lands will be available for recreation of the studentbody and the parking of automobiles.
3. The studentbody will consist of around 1,000 students, about 60% of these students will be married and the seminary will provide apartments on their land for these students, and a pre-school nursery for the children of these families. Dormitories will be provided for the unmarried students.
4. It was brought out by those in favor that a college community, particularly of a post-graduate nature,

was an asset to a neighborhood and that its general effect was to increase surrounding property values.

5. It was also brought out that the primary will of necessity have to contract with local districts in order to secure service and that in so doing, they would be paying their way for their fair share of the expenses of the local service districts.

6. It was felt that to secure a well coordinated plan, the County should review a development plan which would show the location of buildings proposed for construction and uses of land.

Upon a motion by Commissioner Marsh, seconded by Commissioner Upton, the Commission unanimously resolved to recommend to your Board, the approval and confirmation of its decision to grant a use permit to Edward D. Sandel as above set forth, subject to the condition that prior to any construction or improvement, the applicant shall secure the approval of the Warren County Planning Commission of a development plan as provided under Section 11:23, paragraph (c), Ordinance No. 264, as amended.

Respectfully submitted,

MARY A. SUMMERS
PLANNING DIRECTOR

AMS:ju

OFFICE OF THE COUNTY CLERK

MARIN COUNTY BOARD OF SUPERVISORS
SAN RAFAEL, CALIFORNIA

DATE OCTOBER 7, 1953

TO: PLANNING COMMISSION

EXCERPT FROM MINUTES, MEETING HELD OCTOBER 6TH, 1953

RE: APPLICATION FOR USE PERMIT - EDWARD D. LANDEL

The Planning Director addressed the Board in favor of granting a Use Permit to permit the construction of a Theological Seminary and dormitories on approximately 130 acres of real property, lying adjacent to and south of Strawberry Manor Subdivision Four. Dr. Graves, President of the Seminary now located in Berkeley, addressed the Board, and on motion of Supervisor Schultz, seconded by Supervisor Kehoe, the Board concurred in the recommendation of the Planning Commission to grant a Use Permit to Edward D. Landel, subject to the condition that prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission.

AYES: ALL
NOES: NONE
ABSENT: NONE

30
RECEIVED
MARIN COUNTY
PLANNING COMMISSION

DATE OCT 8 1953

ATTEST: GEO. STONES
CLERK

Compilation of Minutes and Staff Report
Re: Golden Gate Baptist Seminary Use Permit - Strawberry

STAFF REPORT - October 5, 1953

APPLICATION FOR USE PERMIT - Edward D. Landels

For the construction of a Theological Seminary and dormitories and other buildings incidental to such use on property containing approximately 130 acres lying adjacent to and south of Strawberry Manor Subdivision Four, where Richardson Drive intersects with Reed Boulevard, Marin County.

The staff can see no objection to the granting of this Use Permit. This use of land should fit in very well with the residential area and be an asset both to Strawberry and to the County. Preliminary plans indicate that they will be a self-contained unit and any grant of adjustment should contain a requirement that a complete development plan be submitted prior to the beginning of any construction on the same.

This proposed use of land is shown on the amended master plan of the Strawberry Neighborhood, and the applicant states that all improvements will be made pursuant to a development plan to be submitted to the County for approval as is permitted under the zoning ordinance if a master plan has been approved.

MINUTES - October 5, 1953

The Commission considered the application of Edward D. Landels for a Use Permit for the construction of a Theological Seminary and dormitories and other buildings incidental to such use on property containing approximately 130 acres lying adjacent to and south of Strawberry Manor Subdivision Four, where Richardson Drive intersects with Reed Boulevard.

Mrs. Summers read two communications objecting to the Use Permit.

Mr. Hammond, representing the property owners, addressed the Planning Commission and stated that Mr. Warnecke will be the architect. Mr. Hammond then introduced Mr. Livingston who is the land planner working in Mr. Warnecke's office.

Mr. Livingston stated that Dr. Harold Graves, President of the Golden Gate Baptist Theological Seminary, is present tonight. Mr. Livingston then submitted a revised land use and traffic plan for the contemplated Seminary. He stated that this was separate from the application by Mr. Neider. Mr. Livingston further stated that the impact of a development of this kind is known to the people of Marin with the present San Francisco Theological Seminary in San Anselmo. He further stated that approximately \$10,000,000 will be spent to improve this property. He pointed out that 130 acres will be developed in general, as shown by the plan for land use, in such a manner so as to make a self-contained unit, with major residential streets of the Strawberry Point neighborhood going by the development rather than through it.

He stated that a buffer of recreational open land of varying width will surround the entire holding, and adequate lands will be available for recreation of the student body and the parking of automobiles.

Mr. Livingston also stated that the student body will consist of around 1,000 students, 60% of these students will be married and the Seminary will provide apartments on their land for these students, and a pre-school nursery for the children of these families. Dormitories will be provided for the unmarried students.

Mr. Hillman, a nearby property owner, questioned the method by which the Seminary would obtain public services since they are not taxable.

Mr. Hammond stated that they must enter into contracts with the local service district.

Dr. Graves stated that they had already contacted the sewer district and water district in this respect. Dr. Graves further stated that the largest building will be an 8 or 12 unit apartment and that no buildings including dormitories will be over two stories.

He pointed out that 90% of the students will be college graduates and that the building will be done on the knolls first with actual construction in two or three years, and students in four years.

Mr. Kaufman, a property owner, stated that he had talked with a number of people in the area and that none were against the use permit. He stated that nothing could be more beneficial. He said that it would be attractive, and everyone knows the benefits of a college town and this would actually be post graduate school.

Mr. Johnson expressed his desire to have the school established and stated that it would raise the surrounding property values.

Commissioner Marsh, therefore, moved, seconded by Commissioner Upton and carried by a unanimous roll call vote, that the Commission recommend to the Board of Supervisors the approval and confirmation of its decision to grant a Use Permit to Edward D. Landels as above set forth, subject to the condition that prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance No. 264, as amended.

Mrs. Summers stated that the applicant would like this matter to go before the Board of Supervisors tomorrow. The Chairman announced that this matter would be before the Board of Supervisors on October 6, 1953, at 11:00 A.M., in the Supervisors' Chambers, Court House, San Rafael.

STAFF REPORT - May 24, 1954

RECONSIDERATION - Baptist Seminary Road System

The planning consultants for the Baptist Seminary, planned for Strawberry, have asked the staff to review their preliminary plans as they relate to circulation within and around the seminary.

In reviewing the same, we determined that the planners had designed a major residential street which was to cross from the East to the West across the point of Strawberry and which was shown on the Streets and Highways Plan for the Strawberry Point Neighborhood in such a manner as to discourage its use as a major street.

We advised the planners that they should review this circulation system, since it was in conflict with the Streets and Highways Plan, with the Commission before. Their master plan was so fixed as to make it difficult to comply with the Streets and Highways Plan for Strawberry Point should the Commission, in the future, require the same when the plans are finally submitted for approval.

The staff recommends compliance with the adopted Streets and Highways Plan, both in the alignment of this major street and in requiring its improvement with a minimum surfacing of 40 feet.

MINUTES - May 24, 1954 - BAPTIST SEMINARY ROAD SYSTEM RECONSIDERATION
APPROVED

Mrs. Summers stated that the planning consultants for the Baptist Seminary, planned for Strawberry, have asked the staff to review their preliminary plans as they relate to circulation within and around the seminary.

She further stated that in reviewing the same, the staff determined

that the planners had designed a major residential street which was to cross from the East to the West across the point of Strawberry and which was shown on the Streets and Highways Plan for the Strawberry Point Neighborhood in such a manner as to discourage its use as a major street.

She went on to say that the planners were advised that they should review this circulation system since it was in conflict with the Streets and Highways Plan, with the Commission before their master plan was so fixed as to make it difficult to comply with the Streets and Highways Plan of Strawberry Point should the Commission, in the future, require the same when the plans are finally submitted for approval.

Mr. Lawrence Livingston, planning consultant from the firm of John Carl Warnecke Architects, introduced himself to the Commission and posted two maps of the Strawberry Point area and presented a large model of the same area on which the proposed road system for the Baptist Seminary Campus and the remaining residential area of Strawberry Point was outlined.

He pointed out the three principal entrances to the campus and stated that the principal reason for their request for a change in road alignment was to allow through circulation through the campus from west to east, but to discourage the use of this route for fast through traffic in order to preserve the quiet residential like area, and to make the campus safer for the children of the students who would live there.

He pointed out further that the differences between the accepted master plan and his proposal are two:

1. That the alignment of the principal road around Strawberry Point should for reasons of economy as well as preservation of scenic route, and in order not to split up a small portion of the campus, go around a small peninsula which projects into the water, instead of following the original route, which would take it over a camel-back highway of steep grade.
2. That the road connecting the east and west entrances of the Seminary are still proposed to connect all the way through, but by a much more circuitous route, which would discourage traffic through the campus.

He stated that what staff had measured the distance and driving time on both proposed routes from the east gate to the west gate of the campus, that the difference in distance was approximately one mile and that the difference in driving time would be approximately three minutes.

In answer to a question by Commissioner Upton as to other means of discouraging traffic, Mr. Livingston stated that the right of way could be made narrower in addition to being circuitous, stop signs could be placed on the street, and a gate or gates could be installed at the campus entrances.

Mrs. Summers stated that the staff's understanding had previously been that the road across the campus connecting the east and west sides thereof was desirable for the convenience of the residents of the east side of the Strawberry peninsula.

Mr. Hammond said that from a residential standpoint, he could see no objection to a round-about route, and that it would be bad planning to cut through such a campus. He added, that there are not enough residential lots on the east side of Strawberry to make a difference, and said that the requested change in the master plan was in order. In addition, he stated, there should be no need for parking on the main road around the peninsula.

Commissioner Rasmussen stated that he believed that it would be better to keep the 60-foot right of way (40-foot paving) in the master plan rather than start to cut down the standards at this time, before it is known what future conditions on Strawberry peninsula will require.

Mr. Livingston stated that he believed parking should be kept on the water side in order to make the most out of the scenic view and also to provide for emergencies.

It was Mr. Hammond's opinion that an unpaved shoulder might provide such facilities.

Commissioner Rasmussen asked how many homes would be located on the lower part of Strawberry Point to which Mr. Hammond's reply was about 50 homes.

Commissioner Rasmussen stated his opinion that if density is to be great, the road should be paved to give adequate service to these homes.

Mr. Hammond said that the main road would be used for access as well as for a scenic drive.

Mr. Livingston stated that no lots will front on the main road, and that all residences will have access by way of 40-foot roads to the 40 or 50 houses in the village, and that no width less than 60 feet was proposed for the principal road.

Commissioner Rasmussen asked the staff to restate its opinion.

Mrs. Summers remarked that she thought the people would take the shortest route from their homes to work, and that two or three minutes may be very important when one is late to work. People who will live in the area will find the shortest route and probably 50% of them will take the road across the Seminary campus. For this reason, the staff has been recommending good alignment across the campus against a circuitous one.

Mr. Livingston asked the Commission what they thought of the advisability of providing no road at all across the campus, or the feasibility of closed gates to keep out all but emergency traffic, since this is private property.

Commissioner Rasmussen admitted that the areas on the east side of the peninsula do not have much land to build on, and that the areas to the south would take the main road anyway.

Mrs. Summers stated that the Commission still has the right to insist on unobstructed circulation through the Seminary campus, as a part of the use permit grant.

Mr. Livingston said that the master plan requires only minor adjustments, and that the roads are adequate for the density which will exist, and with the main road going south and north, would have very good access to the surrounding acres.

Chairman Von Rotz stated that the road across the campus should be open to the traffic or shouldn't be there at all.

Commissioner Rasmussen said that he liked the idea of not having any through traffic across the campus, but that he still thought a County standard road (60-foot right of way, 40-foot paving width) should be maintained to allow whatever incidental circulation is necessary.

Mrs. Summers stated that the only thing to be decided at this meeting is the road alignment, and not the right of way and paving widths.

Stating that he thought that the Commission was in agreement that this proposed change was acceptable, Commissioner Rasmussen moved, seconded by Commissioner Upton and unanimously carried by a roll call vote that the Commission approve the alignment as shown on the site plan with respect to alignment of East and West Strawberry Drives, and that the circulation between Gate 1 and Gate 3 be approved as shown on the map, copies of which are to be filed with the staff for inclusion in the Streets and Highways Plan and the Strawberry Master Plan.

STAFF REPORT - June 20, 1955

APPROVAL OF IMPROVEMENT PLANS FOR GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY

Plans have been reviewed only superficially, enough to make certain that they were adequate for presentation to the Commission.

They will be further reviewed over the week-end for recommendations of the Staff.

MINUTES - June 20, 1955

APPROVAL OF IMPROVEMENT PLANS FOR GOLDEN GATE BAPTIST THEOLOGICAL SEMINARY

The Commission considered the improvement plans for the Golden Gate Baptist Theological Seminary,

Mr. Rossi, representing the firm of J.C. Warnecke architect, was present.

Mr. Darnell presented the site plan, which included complete grading plans for the Seminary. He pointed out that the major grading was taking about 20 feet off of the areas for the administration portion of the Seminary and placing this in the parking area, and a sculpturing of the area in order to provide a workable topographical relationship between the buildings and their pedestrian and parking areas.

Mrs. Summers pointed out that the reason the complete plans were before the Commission at this time, was that when the use permit was granted it was required that complete plans be submitted for review in order to make sure that the Seminary fitted in with the overall plan for Strawberry.

Mrs. Summers pointed out that the part in which the general public is most interested is not the Seminary itself and the circulation within it, but that the community circulation is provided for, and she asked when West Strawberry Drive was to be constructed.

Mr. Rossi stated that they would like to postpone it just as long as possible, that it was really up to the Commission and the Director of Public Works when it was to be put in. He further stated that the grading would be done this fall and spring, and that they would be moving into the building in 1958, and one year from now actual construction would begin.

There was considerable discussion as to the County's interest in securing for the Strawberry neighborhood a circulation around and through the Seminary. Specifically that West Strawberry Drive and its connection to East Strawberry Drive, as shown on the site plan, be improved by the Seminary prior to the opening of the university and the connection between Gate 1 and Gate 3 should all be maintained as a roadway up to County standards.

Commissioner Upton moved, seconded by Commissioner Rasmussen that the Commission approve the grading and site plans as submitted subject to the condition that no building permits be issued unless a bond has been posted to assure the construction of West Strawberry Drive and its connection to East Strawberry Drive.

The motion was passed by a unanimous roll call vote.

STAFF REPORT - February 4, 1957

USE PERMIT RECONSIDERATION - Golden Gate Baptist Seminary

In order to permit the construction of buildings without the necessity of constructing West Strawberry Drive around the western periphery of their campus.

It has been generally understood that it is not necessary that West Strawberry Drive from the entry road to the Golden Gate Baptist Seminary to the entry of Harbor Point Unit No. 2 be constructed immediately or even at the time construction starts on the Seminary Buildings, but that a bond be posted to insure its eventual construction. The eventual construction of this drive becomes increasingly important with the increased number of lots in Harbor Point Unit #2, the proposed multiple housing in Harbor Point Unit #1 and the reduced right of way for East Strawberry Drive through Harbor Point #1.

The review of plans of the Golden Gate Baptist Seminary has been on an equal basis to other land developments in that each should share in the construction of facilities of a neighborhood traffic nature as well as exclusively for the use of the parcel being developed. The use permit for the Seminary could not have been granted if it was not concluded that it fitted or would fit into the neighborhood development program.

On June 20, 1956, the Planning Commission approved the grading plans for the Golden Gate Baptist Seminary with the condition that a bond be posted for the construction of West Strawberry Drive before any building permits are issued. It is important that the plan for a continuous road be maintained and the staff recommends that the Commission reaffirm its decision of June 20th to require the posting of a bond for the eventual construction of West Strawberry Drive before any building permits are issued.

MINUTES - February 4, 1957

RECONSIDERATION OF USE PERMIT - Golden Gate Baptist Seminary

The Commission reconsidered the use permit for the Golden Gate Baptist Seminary in order to permit the construction of buildings without the necessity of constructing West Strawberry Drive around the western periphery of their campus.

A communication was read from John F. Glasner as being against any change in the plan for West Strawberry Drive.

Mrs. Summers posted the Strawberry Point Master Plan, explained it and gave the Staff Report as found on pages 4 & 5 of Staff Report of February 4, 1957.

Dr. Graves, president of the Seminary, stated that the reason for the request for this change being so late was that the previous action had taken place in June 1955, and going back further, Mr. Livingston had stated that traffic would be such that the street would be necessary on both sides of the property and that they had agreed that a road should be on that side of the property. He said that the grading plans had been presented in 1955 and approved and that grading has been carried out and completed. He further stated that he received a transmittal slip from the Planning Commission's office stating that they should be interested in the letter from the Department of Public Works. He then quoted from this letter which in brief stated that "no building permits would be issued for any building until improvement plans for West Strawberry Drive were submitted and approved and a sufficient bond had been filed to assure the construction of the street."

Dr. Graves stated the representative who handled the original matter failed to notify the architect's office or him regarding the contingency on this street. He pointed out on a building location plan the buildings and the road in question and stated that the road had little or no relationship to the buildings and he could see no reason for refusing the building permits for the buildings. He further explained that West Strawberry Drive would not be needed until far in the future, and he did not feel that they should have to put in this road before building permits would be issued.

It has been generally understood that it is not necessary that West Strawberry Drive from the entry road to the Golden Gate Baptist Seminary to the entry of Harbor Point Unit No. 2 be constructed immediately or even at the time construction starts on the Seminary Buildings, but that a bond be posted to insure its eventual construction. The eventual construction of this drive becomes increasingly important with the increased number of lots in Harbor Point Unit #2, the proposed multiple housing in Harbor Point Unit #1 and the reduced right of way for East Strawberry Drive through Harbor Point #1.

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MINUTES - February 4, 1957

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He continued that they planned to have all of the building under contract by the end of the year, and to be ready for occupancy by 1959.

Commissioner Azevedo asked if the Harbor Point Development was dependent on this road for access.

Mrs. Summers pointed out that it was not;

Mr. Rossi stated that it would be at least two years until the end of the Point is developed. He stated that he brought back notes on the meetings on these matters and that there was never any mention of a bond.

Mrs. Summers stated that Mr. Rossi should remember the "hot" argument between herself, Mr. Rowland Darnell and Mr. Rossi as to whether or not the road should go in.

Chairman Rasmussen asked if it was customary to give a set of the stipulations or conditions on a use permit when it was granted to the applicant.

He was answered in the affirmative.

Chairman Rasmussen then stated that apparently Dr. Graves and Mr. Rossi were completely unaware of the conditions in this case, and it should be a practice in all cases where applications were granted conditionally.

Commissioner Upton stated that the Minutes were public and it might be well to send copies of same to the applicants.

Commissioner Schultz stated that he felt that all the conditions should be put on different copies and sent to the applicant.

Commissioner Azevedo stated that it might be wise to handle the stipulations on a copy to the applicant even though it is a matter of approval of plans and not a use permit. She then asked Dr. Graves if his objection was to the putting in of the road or to the road itself.

Dr. Graves stated both, and that it is a very serious matter in dollars and cents.

Chairman Rasmussen stated that he felt the road was definitely the responsibility of the Church organization, since they will eventually be using the road for their own development.

Commissioner Schultz brought out that in a subdivision the subdivider was not required to put in road improvements beyond the need of that particular subdivision.

Commissioner Azevedo asked if the road was not built for 10 or 15 years would Mr. Neider be able to have access to his development on the Point without detriment to the community.

Mrs. Summers pointed out the route on East Strawberry Drive that would be taken in order to get out to the highway from the Point.

Commissioner Azevedo, after assurance by Dr. Graves that two weeks delay would cause no difficulty, stated that she did not feel that she was ready to vote on this matter as yet, and would like to have it continued for time for more specific study, and therefore, moved that this matter be continued until the meeting of February 18, 1957, at 10:00 A.M.

The motion was seconded by Commissioner Schultz and passed by a unanimous roll call vote.

STAFF REPORT - February 18, 1957

USE PERMIT RECONSIDERATION - Golden Gate Baptist Seminary
Continued.

The Staff has presented a report at the previous meeting as contained in the Staff Report of February 4, 1957.

The Commission continued this matter at the request of Commissioner Azevedo who wished time for further thought and specific study on the problems involved.

MINUTES - February 18, 1957

USE PERMIT RECONSIDERATION - Golden Gate Baptist Seminary
Continued

The Commission again considered the use permit for the Golden Gate Baptist Seminary in order to permit the construction of buildings without the necessity of constructing West Strawberry Drive around the western periphery of their campus.

For report and recommendations as given by Mrs. Summers, see Staff Report of February 18, 1957, at page 4.

Mrs. Summers posted the location plan of the Seminary and explained same.

Commissioner Azevedo stated that when looking over these plans it had occurred to her that the Seminary has made a choice to run the public traffic around instead of through the Seminary, and in so doing has eliminated the immediate need and means of constructing the road. Even so, the Seminary still has an obligation to the public to provide for a circulation road.

She further wondered if, considering the cost, the Seminary has considered a shorter route.

Dr. Graves stated that a shorter route would be impossible because of the slope, which would be too steep.

Commissioner Schultz pointed out that the round-about road is useless to the Seminary and asked if that road could be relocated so that it could avoid the bluff.

Commissioner Upton asked about the ownership of the tidelands adjoining the bluff.

Commissioner Azevedo pointed out that if the Commission considered this road as not being entirely the responsibility of the Seminary, it would in effect establish a new policy, and she wanted to know just what implications this would have in the future, how often it would arise, etc.

Dr. Graves stated that the Seminary is willing to dedicate all the land necessary for this road to the County right now. He felt that the condition which required the Seminary to improve the road was at variance with policy, because the road is of no use to the Seminary.

Commissioner Schultz asked, if it would be a reasonable condition if the Commission requires dedication of the road and that the Seminary join in the construction of the road at such time as the adjoining lands (The Coleman Estate) are developed.

Dr. Graves stated that when it becomes necessary for this road to be improved the Seminary would be willing to pay its share.

Commissioner Schultz stated that he felt that the road from the entrance to the point would not be benefiting the Seminary, except two villages, but would be benefiting the Coleman Estate property and it would be unfair to require the Seminary to improve a road which would only be of benefit to the neighborhood.

Mrs. Summers suggested continuing the use permit, and let the engineers figure out an assessment district, such as, say 60% being Seminary, 40% others, etc.

Commissioner Schultz stated that it would be hard to estimate the value to the different parties concerned, and that the general public would also be an interested party.

Commissioner Azevedo asked what engineers would be determining the fair shares.

Mrs. Summers answered that it would be the Department of Public Works. She continued that since the Seminary did not feel that it was their whole responsibility, then it must be determined who would share the responsibility.

Commissioner Schultz said that if the Seminary is willing to dedicate the land for the route, and enter into an agreement to share the development of the road at some future date, then the use permit should be in order.

Mrs. Summers stated that the only way she knew that this could be assured would be by either construction or bond.

Commissioner Schultz asked if the interior roads would be open to the public.

Dr. Graves answered yes, although they are not built to county standards.

Commissioner Schultz then moved that the approval of the improvement or development plans on June 20, 1955, as required by the Use Permit as issued, be amended to add thereto the following: "except that the right of way for the road around the point from Gate 3 to Gate 2, as shown on the approved site plan, be dedicated as soon as it can be described, and that at such time as adjoining property owners are ready to proceed with the development of the road the Seminary shall share the cost of road construction according to the benefits to be derived therefrom."

The motion was seconded by Commissioner Scott.

Commissioner Azevedo stated that she felt the use permit should be amended to permit the sharing of the final cost of the road, but that she was not ready to drop the idea of the bond, since that is a sure way to guarantee construction.

Dr. Graves asked wouldn't the assets of a five million dollar development and the integrity of the institution be enough.

Commissioner Schultz stated that a condition of a Use Permit is either valid and enforceable or else the Commission is not in a position to require it.

Commissioner Upton felt that the Seminary had the responsibility of building that road, but he did agree with Commissioner Schultz that the responsibility is not entirely that of the Seminary, nor due at this particular time, and he did not feel that the building program should be held up.

The motion was passed by the following roll call vote, to-wit:

AYES: Commissioners; Upton, Scott, Schultz, Ludy, Rasmussen
NOES: Commissioners; Azevedo
ABSENT: Commissioners; None

STAFF REPORT - July 29, 1957

NONE

MINUTES - July 29, 1957,

APPLICATION FOR ARCHITECTURAL SUPERVISION - Golden Gate Baptist
Theological Seminary, 10,453

Mr. Darnell explained that this matter was erroneously listed on the agenda as a matter for architectural supervision; when, it should have been listed as the reconsideration of the original use permit conditions.

Mr. Darnell gave a report to the Commission and reviewed the original permit conditions, pointing out that these conditions had been amended at a later date to permit West Strawberry Drive between Gates 2 & 3 to be dropped from the original condition requiring dedication and improvement as a major residential street. He said that in the past week a building permit application has come in for a residence at a location on which previously a garage had been approved; and staff refused to sign the building permit because the building construction was not in accordance with plans as submitted and approved.

Bryan McCarthy appeared on behalf of Sam Neider and Harbor Estates, asking the Commission for a reconsideration of their action to drop the requirement for bonding the road between Gates 2 & 3. He reviewed the Streets and Highways Plan, which required circulation around the Strawberry Peninsula and through the property now held by the Golden Gate Baptist Theological Seminary.

Mr. McCarthy pointed out the fact that there would be 100 homes plus some multiple, and the fact that East Strawberry is quite well built up; therefore, he said the Marin Land Company, whose interest he felt was identical with the County of Marin, has an interest between Ricardo Road and Gate 3. It is important, also, because this road is going to lead in and be one of the main access roads to Harbor Point. He said it is likely that the Board should stick with the 86-foot street as shown on the Master Plan in his opinion; but it would be silly to require this up to Gate 3 and no access beyond it; and that, in his opinion, is where the matter stands right now.

Mr. McCarthy reviewed the necessity for circulation around Strawberry Peninsula. However, he said, in 1955 when the first road plans of the Seminary were brought before the Planning Commission, the Seminary requested an exception from the Master Plan, and asked that rather than a road straight through their grounds, which would have an adverse effect on their administration, that the road go around the edge of the Seminary property, ultimately connecting with the circulation system originally proposed. At that time, he said, the Commission accepted that proposal, as it did in fact keep the circulation although it did increase its length.

Mr. McCarthy continued, that at one point in the consideration this road around the point became a road at water level, and that is probably all right. But the hitch is that some of the tide lots across which this road will cross are owned by other parties. He stated that an off-hand opinion is that the road can be placed where it was originally, where the Seminary had it in 1955, a distance up from the water level, which would mean that the road could be contained entirely within Seminary lands. He felt that the Seminary should face this road problem now, and not in the future. He felt that if the Commission lets go of some of the rights they have to enforce their requirements they will never have them. He then asked the Commission to reconsider the road at this time with possible referral to the Planning staff to make a report on the road and its possible future and the possibility that the road be constructed on Seminary lands, as being their problem.

Commissioner Schultz pointed out at the February meeting there was a substantial showing by the Seminary that this was a through road for the benefit of parties in addition to the Seminary.

Mr. McCarthy stated that although this matter started in 1954, it was not until the February meeting in 1957 that the Seminary indicated they were not interested in putting in this road.

Dr. Graves reiterated the reason they had waited until June 1956 meeting was that they did not have knowledge of the action. He further stated that there was no drawing made by the architect which shows such a road on the Seminary plan. He said that there is a plan which was brought out some several years ago which did show some greenery outside that road.

Dr. Graves pointed out that lots 313 and 314 belong to the Coleman Estate, and bordered the Seminary lands around to the point where lots 315 & 316 begin which are owned by the Seminary. He said that they are in agreement to make a study to see if the road can be brought inland. The existing road proposed for Seminary use will not meet the County standards, however.

Chairman Upton felt that there were two considerations which should be made; one involving an engineering study to determine a feasibility of the road in question and the other the problem of whether or not the point should be maintained as it is to preserve its natural beauty. He felt that perhaps, even though it would require extra work by the Department of Public Works they should be asked to make a feasibility study of the road being brought inland.

Mr. McCarthy mentioned a site plan dated 1955, that he remembered as having a road around the interior.

Dr. Graves stated in the February meeting that he thought that the Commission was aware of the Seminary's good faith in indicating that they felt that the road was desirable and would be willing to sit with any group to determine the location and the possible development of such a road.

Mr. McCarthy stated that they are not opposing the granting of the application for the residential property now being considered, but felt that the major construction should not be commenced until such time as the road is worked out.

Commissioner Azevedo related her impression of the Commission's action. Two questions she posed. Is there a deadline on the solving of this problem; and if there is, should the question of the deadline be reopened. She then asked if it would be in order to ask that the staff work with the Seminary and Marin Land Company to study the possibility of another route.

Mrs. Summers suggested that the Department of Public Works be included as being the engineering section of the County government.

Dr. Graves stated that the Seminary has never disagreed with the fact that a road should go through, although they have denied that it was their total responsibility.

Chairman Upton reiterated in answer to Mrs. Summers' question that the staff is being directed to instigate a study with the Marin Land Company, The Seminary, and the Department of Public Works to determine where the road should go.

Commissioner Azevedo then moved that the staff be directed to get the principals together and to recommend where the road should go the various alternatives --, and one of the considerations should be the ownerships involved.

Commissioner Schultz felt that the County should not do the engineering, but make a minimum study as indicated by the foregoing discussion. He then seconded the motion, which was passed by a unanimous roll call vote.

Mr. Dobbs stated he felt that the dedication of this road around the point, as set forth in the previous action, must also be accomplished prior to the granting of permits.

It was pointed out that if they had a contrary thought it should be specifically spelled out at this time.

Mrs. Brown stated that many of the roads are completed and have gravel over them.

Chairman Upton felt that if the feasibility study showed the road on the lands of the Seminary it would be the responsibility of the Seminary.

Commissioner Schultz took issue and he felt that regardless of where the road goes, it is a through road and the costs should be more in proportion to the use of the road.

Mr. Hayes related the situation to the case where verbal agreements were made with the Terra Linda Corporation, and the resulting sales and changes of property places the requirements on people who were not in the original action.

Commissioner Schultz moved that the original Use Permit condition be amended; that the residence shown on the plans and discussed at this meeting be permitted, and that construction of said residence be permitted prior to the bond being placed on the construction of West Strawberry Drive and the construction of the road around the point.

Commissioner Azevedo seconded the motion.

Commissioner Scott brought out the point that it was his impression that they were not going to hold up the construction of the Seminary for the ironing out of the proper location of the road around the point.

Commissioner Scott said that he didn't agree with Mr. Dobbs' interpretation.

Commissioner Schultz stated that they have neither agreed nor disagreed.

The motion was passed by a unanimous roll call vote.

STAFF REPORT - October 14, 1957

RECONSIDERATION -- Golden Gate Baptist Seminary

Reconsideration of Use Permit Conditions.

At the request of one of the interested parties to this problem of Strawberry Drive with relation to the Seminary, Dr. Graves has consented to the continuation of this hearing until Monday, October 28, 1957, your next meeting.

Dr. Graves has prepared an engineering plan for West Strawberry Drive, which plan has been reviewed and verbally approved by the Director of Public Works. The staff will proceed to cooperate with all the interested parties in the next two weeks in order to present a recommendation to you which is satisfactory to all.

MINUTES - October 14, 1957

Matter continued until the meeting of October 28, 1957

STAFF REPORT - October 28, 1957

RECONSIDERATION OF USE PERMIT - Golden Gate Baptist Seminary
Continued

The question under reconsideration is the location for West Strawberry Drive at the water's edge and the fact that the Seminary does not own all of the right of way along the water's edge and therefore, cannot at this time dedicate same as is required by the Use Permit.

The Seminary has prepared an engineering plan for West Strawberry Drive which has been approved, insofar as alignment is concerned, by the Department of Public Works.

From conferences by Mrs. Summers with the Seminary, attorney for Sam Neider and the Strawberry Recreation District, it has been determined that the three parties are working toward, and have general agreement as to appropriate ways and means to secure, by eminent domain or otherwise, the required 'missing-link' to West Strawberry Drive.

It is recommended that the Use Permit condition requiring dedication of an approved right of way for West Strawberry Drive be amended, in order to provide that the Seminary must dedicate all of West Strawberry Drive, which they own, as shown on the approved plan, except for a reserve strip which would prohibit access to the 'missing-link' such reserve strip to be dedicated when the 'missing-link' is dedicated to the County; and should it be impossible to secure the 'missing-link' for dedication to the County, then the Use Permit should be submitted for reconsideration in order to provide for alternate routing for West Strawberry Drive through the Seminary properties.

MINUTES - October 28, 1957

RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Seminary
Continued

The Commission again considered the development plan of the Baptist Seminary.

For report and recommendations as given by Mrs. Summers, see Staff Report of October 28, 1957, pages 14 & 15.

Mrs. Summers explained that the original use permit was granted subject to the condition that the applicant secure the approval of the Planning Commission of a development plan which would be similar to a development plan as provided for under the Planned Community District, prior to any construction or improvement.

Subsequently the Seminary had approved a grading and site plan "subject to the condition that no building permit be issued unless a bond has been posted to assure the construction of W. Strawberry Drive and its connection to E. Strawberry Drive."

Subsequently this condition was amended to add the following thereto: "except that the right of way for the road around the point from Gate 3 to Gate 2, as shown on the approved site plan, be dedicated as soon as it can be described; and that at such time as adjoining property owners are ready to proceed with the development of the road the Seminary shall share the cost of road construction according to the benefits to be derived therefrom."

Mrs. Summers explained that the Seminary had submitted a new plan showing a new alignment for W. Strawberry Drive which lay along the shoreline. These plans had been reviewed by the Director of Public Works who submitted a letter of recommendation thereon. Said letter was then read.

Dr. Harold Graves, President of the Seminary, stated that they were prepared to state they would dedicate to the County all of W. Strawberry Drive, as now planned, which they now own, and that the Seminary was now attempting to acquire additional tide lands which would make it possible for them to dedicate all of W. Strawberry Drive.

Bryan McCarthy, Attorney representing Sam Neider, brought out his opinion that the Seminary was still held, by the Commission's previous action, to posting a bond for whatever was considered the Seminary's share of W. Strawberry Drive construction.

Dr. Graves felt that the amendment to the original condition of approval of the grading site plans relieved the Seminary of this requirement as did Commissioners Schuitz and Scott.

Mr. McCarthy also suggested that until the dedication of the entire drive was provided for the Commission to keep some control over the building program, only permitting the Seminary to do a portion of their construction at this time.

Dr. Graves pointed out that they were right now ready to build.

Commissioner Azevedo asked if this matter was continued until November 18, 1957 would it hold up the bids.

Chairman Upton suggested that we find out from Leland Jordan whether the bond is still required.

Mr. McCarthy said that if they were to argue on the basis of whether the bond was dropped or not it would call for much more extensive arguments.

Dr. Graves said that he could not possibly be here on November 18th. He cited his own confusion as to who was responsible in terms of the bond. He pointed out that the academic portion of the overall plan was to be bid on the 27th.

Commissioner Schuitz moved that this matter be continued until December 2, 1957, so that an interpretation can be secured from the County Counsel as to the best procedure to follow to assure dedication of W. Strawberry Drive and as to whether or not under existing actions of the Commission a bond was required of the Seminary for their share of the construction of W. Strawberry Drive, but that the Commission at this time approve of the issuance of building permits for buildings within the area bounded by Roads #6, #8, #4, #2 and #9 as shown on Sheet 1 of W. Site Plan for Addition to W. Strawberry Drive, Golden Gate Baptist Theological Seminary as prepared by John Carl Warnecke A. I. A. being Job No. 52-18-G 4.

The motion was seconded by Commissioner Scott and unanimously carried.

Chairman Upton instructed Mrs. Summers to comply with the request of Mr. McCarthy that complete sets of previous Planning Commission minutes be prepared for each Planning Commission member.

RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Seminary
Continued CONTINUED

There were no new communications on this matter.

DEC 2 1957

For report and recommendations as given by Mrs. Summers, see Staff Report of December 2, 1957 at pages 5 & 6.

Mrs. Summers read the letter with questions to Mr. Jordan, and stated he had telephoned this morning stating that a bond in his opinion would be required and, the road should be dedicated now and that he would confirm his telephone call by letter.

Mrs. Summers explained she had sent Mr. Jordan an excerpt of the Commission's actual motions. Mr. Jordan felt that he should advise that if the County wishes to assure the setting aside of this area for road use they should, at this time, accept the dedication, that this is the only sure way, otherwise they would have to record an instrument which would call for action in the future. That by accepting the dedication the County is not obligating itself to construct a road upon a dedicated route.

Dr. Graves asked how could they bond for something on a share basis when the exact shares are not known and stated that they are just as willing to dedicate it as they are to promise to dedicate it. He stated further there is no question on the part of the Seminary that they are willing to dedicate.

Chairman Upton felt that the Department of Public Works should determine the share for bonding and submit it to the Board of Supervisors.

Dr. Graves stated that would be very fine, however, bonding it would admit responsibility for the whole road and they are not willing to do that.

Commissioner Azevedo felt that they would not hold the Seminary responsible for the entire road. She then raised the question as to methods of determining the amount of the bond.

Commissioner Schultz said he gathered that the bond would be required when other parties involved were ready to develop.

Dr. Graves expressed the fear that we would be holding them up until a bond was secured from the other parties, who might be responsible for part of the road.

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Commissioner Schultz felt we could not hold the building permits up for the Seminary until guarantee was secured for Mr. Neider that his portion of the road would be built.

Chairman Upton felt that the Commission would have to make some decision to assure that the road would go in.

Commissioner Azevedo asked if we have a method of getting a bond from Mr. Neider.

Commissioner Schultz stated that we have no means whatsoever. The only means for assuring the building of a road in an equitable manner is an improvement or assessment district. He pointed out that the Coleman Estate would also be a party, and that the Strawberry Recreation District might be a successor in interest and would also have to contribute their share, since they would be a beneficiary.

Dr. Graves stated that they have expressed their willingness, their desire to cooperate all along to get everything ironed out, that they are now ready to start to build. He feels that time is of the essence, and they request that approval not be delayed.

Commissioner Azevedo asked if they have explored all other methods of enforcing agreements other than with bonds.

Commissioner Azevedo felt that since other parties are involved it is certainly not her intention to try to make the Seminary wholly responsible for any other parties' interest. She said that was one of the things that has created this problem. The original premise was that the Seminary was responsible for the whole thing, and the road was entirely on Seminary land.

Dr. Graves, in answer to a question by Commissioner Schultz, stated that they would need a building permit within six weeks.

Commissioner Azevedo felt she would like to explore further the question of establishing that this sort of thing can be conditioned to the use permit with a time limit fixed. She felt that she would like to see a time limit fixed, within which time the Seminary would be required to provide its share of the road, and also to explore any other possibilities.

Commissioner Schultz felt it would be wise to look into the possibilities of an assessment district, which might be established at such time as the other parties involved become interested in the development of their property.

Commissioner Azevedo moved that this matter be continued, for the purpose of exploring whether there might be any alternatives to the bond, that would still be a guarantee that the Seminary's portion of the main road would be constructed, until the meeting of December 16, 1957.

Dr. Graves stated that they hope to sign the contract for their housing on January 14th. He pointed out his statement at the last meeting, and still states that they are perfectly willing to any other alignment which might call for the road going over land which they own. He reported that the Strawberry Recreation District might be very close to filing condemnation on the Coleman Estate even by the next meeting, and if that insues then the District will be the landowner involved, but all interests agreed the District would not be responsible for improving the road.

Commissioner Schultz seconded the motion.

Commissioner Scott stated he felt, according to the understanding at this meeting, that if there is no other solution found, that there must be a bond, and he was not ready to concede to that point.

The motion was carried by a unanimous roll call vote.

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It was also pointed out that if there is a question as to what share the Seminary is being held responsible for, that any new motion or new action can clarify that.

Done

Dr. Graves pointed out that by private contract Mr. Neider has the entire responsibility of building the road from ~~West Strawberry Road~~ *to their gate*, to be finished about the expected date of occupancy, which is October 1, 1959.

Commissioner Schultz posed a question, that if the construction of the road is a condition of the use permit, and if the road is not constructed can the use permit then be revoked.

The Chairman asked that an answer to that question be secured from the County Counsel.

CORRECTION AND APPROVAL OF MINUTES of December 2, 1957 and Special meeting of September 19, 1957.

Commissioner Azevedo pointed out that on the item "Reconsideration of Development Plan for the Golden Gate Baptist Theological Seminary" page 8 the minutes should show Dr. Graves' statement relating to "...Richards Drive to their gate..." and not "...West Strawberry Drive to their gate..."

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Commissioner Schultz stated that no vote is recorded on "Application for architectural Supervision - Main Street Properties."

Mr. Dobbs then recommended that the minutes be changed to add, at the end of the Main Street Properties item, on page 30, the following: "Commissioner Cuzner, who seconded the motion, accepted the revision. The motion was then passed by a unanimous roll call vote."

Commissioner Schultz then moved, Commissioner Azevedo seconded and it was unanimously carried that the minutes of December 2, 1957 be approved as above corrected and that the minutes of the special meeting of September 19, 1957 be approved as submitted.

RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Theological Seminary

Continued

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CONTINUED

Mrs. Summers reported the County Counsels' opinion that if a consultation of a use permit were not complied with the use permit could be revoked. His impression of what a Court would do, on the basis of whether they would close down the Seminary for non-compliance, was that the Court would probably give the County an injunction against the Seminary, but would not close down the use.

Mrs. Summers also reported on the Commission's request that she confer with Messrs. Brigham and Jordan on ways of assuring road dedication and construction, and if a basis of sharing cost could be arrived at now.

She further stated: " Mr. Landels, attorney for Dr. Graves of the Seminary, proposed an improvement agreement, a copy of which was sent with your staff report. This was reviewed by Mr. Brigham, and Mr. Jordan. I would say this, that their review of this agreement was on the basis, that the Commission in previous actions had already determined (1) that you would not require the Seminary to put a road in at their full expense (2) that you would permit a fair share at a future date. Basically that you wished to have the road dedicated, but that you didn't mind whether or not it was built immediately, but should be in time to serve the area, when a fair share could be established.

"It was on that basis that everyone reviewed this agreement. They did not review it on the basis: Would this require the Seminary to put a road in, as had originally been our proposal to the Commission.

"We have a letter from Mr. Jordan, on this."

Mrs. Summers then read a letter from Leland Jordan, dated December 12, 1957.

Mrs. Summers stated: "Mr. Jordan asked that I clarify, to the Commission this last sentence which reads; 'I believe that the agreement represents the greatest degree of protection which the County can obtain in connection with the construction of this roadway under present circumstances.' It was stated on the basis of presuming that the Commission had already made these decisions for the alternate route, a fair share and construction at a later date. Not that he was recommending this action.

"Have you had sufficient opportunity to study this agreement, or would you prefer that it be read aloud to think it through at this time?"

Chairman Upton felt that it might be a good plan to read the agreement aloud. This was done.

Attorney Landels reported he had met with Mr. Jordan, Mr. Brigham and Mrs. Summers part of one morning, and that they put into the agreement everything requested by them.

Mr. McCarthy, appearing on behalf of Mr. Neider stated that this matter was vital to the people he represents, that two new subdivisions and approximately 100 lots would be tied in to this road, and that it also ties in with residences on East Strawberry Drive. He said that it was very important to the County of Marin.

He referred to the minutes of the recent meeting where the actions on this matter, beginning in 1953 were summarized. He stated that he was not aware of the meetings which led up to these meetings between Messrs. Brigham and Jordan and Mrs. Summers. He said he felt that this agreement was a legal trap, and thought that it was a piece of legal maneuvering. He said that he could boil down the summary of events into four sentences.

Mr. McCarthy then pointed out that originally the Seminary was required to build a road around Strawberry Point, that is to connect to its property, not all the way around, but that it had to connect this

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property off Ricardo Road, which was so-called West Strawberry Drive, it had to connect to East Strawberry Drive on the other side, not off its property but just on its property. That was clear, absolutely as set forth in these minutes; so the first thing they have is an obligation of the developer to put in a road. No questions asked, his obligation.

"The second step, also in these minutes, just as clearly as I am trying to present to you, never have I ever been backed up by anything as good as these minutes before, when discussing previous actions; secondly, at the request of the Seminary the road moved from through the Seminary over to the side of the Seminary. Still on their property, its still a road and still their obligation to build the road.

"Now, I am going to get into a discussion in a minute as to whether or not it is proper to have them build the road or whether it isn't, and whether or not your actions are consistent, but this is a record of the proceedings before you.

"First they build a road right through their property; secondly they build a road, but it's over on the side, because that's better for them, I think it was better for everybody concerned that the road be moved over. It wasn't unreasonable for the Seminary to request that moving, but then came the big change, a change in January or February of this year, at which time, there was no one present in opposition of the request of the Seminary's proposal. At that time we were not, I won't say we didn't have notice, but I was not representing the people I am representing at this time, and I'll say without opposition. The Planning Commission staff, still showing against it, these minutes verify that. The staff was still against it, but this Commission left the road over at the side, but made one major change, and that major change was, that now the road still had to be there, still on Seminary's property, but now, it's a share-the-cost road.

"The Seminary only has to pay part of the cost, other people, who are going to benefit now have to pay some of the cost. Who are those people? Well, in the minutes they were mentioned as the Coleman Tide Lots, the 'missing link' in the proposed road. They would be benefitted if there was a road there. The funny part of it is that the Seminary doesn't want the Coleman Tide Lots to have access, but in any event that was the basic change. So you moved from a road built by the Seminary, down to a road built by fair share.

"You might say what's so unfair about sharing the cost. I'm not going to argue with you on that, except for this: you require it of other developers. I'm not going to argue the ethics of it except as it pertains to this specific agreement, but I am going to show you where you have required it of at least four other developers within the last two years in Marin County.

"What is the culmination of this thing? The culmination to me is in this agreement. If you adopted such a thing as this it wouldn't quite make it no obligation, and no road at all, which would be the end of this line, which would make it the full 360°, from a road to no road at all. This document simply requires the Seminary at this time to dedicate a strip of land.

"Notice we keep referring to 'Exhibit A' here, Exhibit A is a description as to where this road is to go. Now, what is the matter with Exhibit A and this road? Well, it's three quarters of a road. (Mr. McCarthy then pointed to the Tiburon Peninsula Master Plan and showed the proposed road.)

"If this contract or agreement is adopted, you are going to end with a dedicated strip of land, from here to here and then it's going to stop. Then you are going to have a strip of land from here to here, and it's going to join in with West Strawberry Drive. You are going to get three quarters of a road, with no assurance that you are ever going

to get a road. Somebody could say, 'well, that's all right, if the County ever wants it, they can condemn it.' That's true. But how do we know the County wants to condemn the road, and secondly, can the County condemn it and not pay for it? There's always legal problems that come in as to whether or not somebody else has to put up money and force the taking of it. Condemnation is not a simple thing; it is not an easy thing. It sometime takes years, not months. Yet you are asking to take this now in the place of what you had in the beginning; a road through the Seminary and paid for.

"What is the other part of this agreement that all of a sudden is interjected? In my opinion, for the first time, from these minutes which is all I can gauge this thing on, for the first time the Seminary wants to be refunded whatever it has put in into a road bed.

"Why did it put in the road bed? Because it was trying all the time to get you to move off its property and down on the water. The more it accomplished this road bed, the more it would get you on the water line and everybody else. You would say, 'look there is a road about half in. Fine, that's good, we will take it there.' Secondly they had to get rid of fill, I assume. I can't be sure of that, but I know there is fill on the property, and it's not imported fill. So what are you asking them to do in this agreement? You are asking, in my opinion, two mistakes, one fatal one. The fact that they get subtracted the cost of the fill, I don't even think is worth our argument. I think they shouldn't be allowed to subtract it, because they are getting so many benefits by what they are ending up with now, it is inconceivable to me, having appeared before this Commission on many items, on behalf of many developers, to see that they would ever end up with what they are getting away with on this.

"But that's the minor part. You may never be able to overcome the fact that you have lost your right of way through the property, so my conclusion is: insist, at the very least, on the fact that, if this missing piece is not able to be acquired, the Seminary must provide and dedicate an alternate access route through their property.

"That's their obligation. When I say others have been required to do this, I have been advised, that in Marin County and I have seen, at least four or five places where you have required not only someone to dedicate a road, but that they put in the roads.

"I cite first, Marinwood. Miller Creek Road is a four-lane, divided road, it crosses from U. S. 101, opposite the St. Vincent's gate around into Lucas Valley Road. The developer is putting it in, paying for it, and it is obvious that it is not necessarily for the use of Marinwood alone.

"As a second one, I cite Wilson Avenue in Novato. The major circulation route through Novato. I believe that Novak was required to improve and dedicate a 30-foot roadway, and that it was not necessary for his property alone. I believe that the wheary housing area in Ignacio there was dedicated a 100-foot right of way, no improvement was required, but the dedication of 100-foot right of way, for a through road, and also a required parking lane on each side, and I believe they had to put that in.

"In Terra Linda there is a street called Del Ganado, which is required to be a four-lane, divided road to Lucas Valley. I believe that the developer was required to put that one in.

"Now to me I don't think that I should have to cite these cases, because in appearing before this Commission over the last many years, I have seen that you have always done it, always required the developers to provide for circulation. Fortunately for you, unfortunately dollar-wise for a developer, the law seems to sanction it. There is a famous Los Angeles case, which sets up this authority. You have the right to require that circulation be taken into consideration when someone comes in to develop a whole area.

"I realize that a Seminary is different from a subdivision. That's why some of the action you have taken has come about, but it's not so unusual that from the start of having to provide a road, they end up with providing three quarters of a road and nothing else. That to me is the last straw. Now this is the last, last straw. That in the proposed agreement they are going to get their fill back. Are they giving, or what have they had to give to the County? You might say absolutely nothing. They have given a strip of land they filled in; they are going to give you some old mud flats. Now we are not giving property away, but treat these people like you treat everybody else that comes before you.

"If next week a developer comes in, you are going to require that circulation be taken into consideration. If you are willing to abandon from here on out all circulation routes, that's a different story. You haven't abandoned it up to here, and in fact, are still requiring it. Why then do these people get this consideration? And in a key circulation area. You have to get circulation out this way. It so happens that Marin County is interested in getting circulation routes. I feel that this agreement should never under any conditions be entered into.

"Secondly, that no matter what action you take you should require an alternate route,

"Third, I feel that you should never let them get away with deducting an unknown quantity of fill when it's only for their own benefit that they put it there. Never leave a missing-link.

"Now it seems that we have already gotten away from another point, which was mentioned in the October meeting, and that is the requirement of a bond. I believe that it was Mr. Jordan's interpretation that a bond is still required technically. That has never been done away with. I understand that there are several members of this Commission that feel that a bond is unworkable, and shouldn't be required in this case. All I can say in this case is that when the Commission acted in the past it felt that a bond is necessary. That does not mean that you have to continue with it if you don't want to. There has been a proposed substitute in this agreement, and that is that the Seminary withhold sale of 100 acres of property. Maybe that's just as good. I'm not in a position to say.

"Certainly 100 acres of land would be a satisfactory bond without being a bond by a company, and it's possible that just the Seminary alone, and your control of future actions, would be enough of a wedge that they would have to live up to future actions. However, there is something good about a bond, there is something immediate about a bond. It means that people will do it, without litigation and it is worth something. You have an agreement only based on 100 acres of land and somebody's word that they will do it. It usually means that a long legal action will follow. I think that somehow you should get some assurance. If you don't like a bond, you don't like it. I'm not going to tell you you should have it, but don't take a deed of property right now, and foreclose an alternate route, if that route cannot be accepted.

"I know that in the October meeting we talked about this 'missing-link' being near accomplishment. It does not appear to be near accomplishment right now. Dr. Graves has said that he was trying to buy it. As far as I know in the past two months he has been unable to buy the tide lots to dedicate the 'missing-link.' If he did, a lot of our argument would disappear. He has not got it, and the Recreation District, who wants it, and has had it under condemnation for some time, has no money to buy it. Therefore, whether they will ever acquire the 'missing-link' is a question.

"I feel that this agreement is absolutely unacceptable to the County in its present form. I think these points I've raised should be given serious consideration.

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Mr. Landels then spoke for Dr. Graves, who was unable to be here. "This presents a very peculiar problem, in that the road serves only the area lying beyond the Seminary, and the fact that it's on a Peninsula. It is a difficult problem because of the small link of the Coleman property which has not been acquired. I want to say this. This agreement was entered into in the utmost good faith. We have met every requirement of your Planning Director, every requirement of the Road Commissioner and every requirement of your County Counsel,

"The Seminary, despite the fact that nothing that's being done in the Seminary makes this road necessary and it won't serve the Seminary for 20 years. Nevertheless the Seminary is willing to agree to put itself in the hands of the County, pay whatever portion of the road they feel is necessary. Further, we agree to do it anytime the County says you need the road. Under the existing circumstances, I don't know what else we can do. In addition to that, we are willing to agree to hold 100 acres as a bond for security. Now that's just as good as a bond. All a bond is, is an agreement with a third party that if you don't do it he will. You get just as much litigation one way as another. The reason you require a bond of a subdivider is that he is in today and gone tomorrow. You want someone else to pay after he's gone or sold his option. Here we have 100 acres of select land which we will hold unencumbered, and there is no question that the County is amply secure.

"This road is not necessary to the Seminary, will not be used by the Seminary and is necessary for only three reasons as the minutes point out: (1) the development of Harbor Point No. One, (2) the ultimate buildings in Harbor Point No. Two and (3) the narrowness of East Strawberry Drive. Those are the three reasons given by these minutes. None of which relate to the Seminary.

"Despite that, in an effort to cooperate with the County in every way the Seminary can, this is no attempt to circumvent anything. This road has been agreed to in the beginning from a scenic standpoint and from an engineering standpoint. We have met your requirements of your County Counsel, your Road Commissioner and the Staff. We agree to pay our share; we agreed not to protest an assessment district, if that's the way to do it. The cost of this missing link can be included in this assessment district, as Mr. Jordan has advised you. The County can condemn it anytime it wants to. There's no problem there. It's a very small piece, and until it has access, not a very valuable piece.

"It could be feasible for the County to condemn it, include it in an assessment district, and assess the cost against the Seminary and any other property that matters. The Seminary being the one property owner which agreed in writing to pay their share. The one property owner which agrees, come what may, to not protest the road, and come what may, to hold 100 acres of land as security and for assessments to pay its portion and share. What more we can do gentlemen, I don't know. Unless delay the matter until the property can be acquired. We haven't the power of condemnation, the County does.

"Frankly, we resent any suggestion of Mr. McCarthy's that we are attempting to circumvent anything. This hasn't been the attitude of the Seminary in the beginning; and it isn't the attitude of the Seminary now.

"The chief and primary purpose of this road, as everyone sitting here knows, it to provide access to the Point. It is necessary, we know that it is needed, and we are willing to pay our fair share. And I don't feel that this whole development should be held up until the problem of the Coleman strip can be resolved. Anyone knows that the County can get that any time it wants to and needs to.

"Gentlemen, I don't know what more we can do. We have met every requirement the County has set up. To be sure we haven't met Mr. Neider's requirements. He would like us to pay for the whole cost of this road. However, as I see our duty, it is to the County and we feel that we have met the County requirements in full.

"As for legal arguments, it is doubtful under the reasons given for this road, to what extent we can be compelled to improve it. Whether we can or can't is beside the point. We are prepared to do our share. The County can acquire the Coleman property anytime it wants to condemn it."

Mr. McCarthy: "It has been said that this agreement has met the requirements of the County. This is supposed to mean your attorney. I talked this thing over with Mr. Jordan, after he wrote this letter, and he didn't mean by this letter, and Mrs. Summers explained to you to start with, to approve this thing at all as to policy. He was given a certain hypothetical set of facts. In fact, the discussion of an alternate route was not even given to Mr. Jordan to consider, when he gave this opinion."

"Mr. Jordan has made it perfectly clear that this is no recommendation of his, all he is saying, is he was handed a document, and assuming this is the policy of the Commission, the document is all right. That's assuming you find everything that's here. It really hasn't met any requirements of the Counsel as to what should be in it. He says, as for the words on a document, the words are all right. So don't feel that Mr. Jordan has approved this thing. He never even considered an alternate route if you couldn't connect the middle."

"Mr. Landels says very kindly to you, 'What else can we do?' Well, I can tell you one thing they can do. Why can't they reserve for you an alternate route, if this other is not able to be taken? Why? Because he wants to be rid of it, right now. So that never, ever again will there be any possibility of this road moving any place else than where it is. From his standpoint I'd probably do the same thing. He stated that they have never tried to circumvent anything. What they tried to do and what they did, I don't know, but the record shows what has happened. I'm not going to bring motives into it. Look at it yourselves, you have never seen anything so circumvented as this road."

"He also stated that they are the only ones who have agreed in writing to pay their share. As is that was something real good for you to grab. Originally they had to pay the whole road right through their property. Certainly they should be happy. We'll put in writing that we will only pay our fair share. How could anyone not want to pay their fair share of something which is about 10 times less than they were originally obligated to do? Each time down the line, each time less. If you approve this agreement you would have taken the next to last step down the ladder. The next step is no road at all, and this agreement may mean no road at all."

Mrs. Summers: "I would like to state, for the staff in this. You will recall that Mr. Brigham was asked to review these plans as to this specific alternate route, which was offered to your Commission and accepted by you. He said that it was engineeringly feasible, and a good route. Mr. Brigham is not recommending this as your solution. He is not advising you as to what your action is. My part in this was to attempt to get somewhat near what I thought an aggregate of six different people were thinking. Going from the most restrictive to the least restrictive, and to try to find a happy medium."

"Mr. Brigham can't give you an estimate for a bond at this time without plans, specifications etc. for a road, and therefore, some sort of an agreement seems to be the answer in lieu of a bond. That's what this attempts to do."

"I think I made it clear, that Mr. Jordan never advised the County on policy, only on legal matters to the extent that he will see that what you wish to accomplish is placed in writing."

"I do want to, for the fairness of this to reaffirm what Mr. McCarthy just said, that none of the three advisors have told you that you should have made any of the three motions you made which led to the writing of this agreement. In fact, you will recall that my recommendation was contrarywise."

"I do have one question here that I would like to discuss with Mr. Landels, which I have not discussed with him previously, and in reading this agreement this morning, brings it to me. On page three where it says how the share would be determined. The reasons given for finding this share are related almost entirely to whether or not students and faculty and tenants and people working in the Seminary would use this particular route to come and go from the Seminary.

"In making such a finding, except to the proportionate benefits to land in general they own on the Peninsula as related to all other lands, that any land benefits from good circulation. That one thought is in here. Except for that, it would occur to me that there is a possibility that a very small share of the road would be determined, on the basis of use by the Seminary particularly with this alternate route when it runs around the outside of the Seminary and does not cut through it.

"I cannot help in reading this to refer back to my original recommendation, that as any developer of land is required to do certain improvements for the benefit of the entire area, this should be considered and if this section does not do that then it is incorrect.

"Would you like to comment on that Mr. Landels?"

Mr. Landels: "It was made just about as wide open and broad as human language could make it. To make it on a proportionate use basis to a proportionate basis of respective lands. They could allocate any share they wished under these terms."

Commissioner Azevedo: "I feel that this point that Mr. Summers has brought out is one I already noticed in reading over that part of the agreement. I would like to review the points Mr. McCarthy made on the minutes. The first objection was that the Commissioners had broken a precedent that we usually use in requiring a developer to provide circulation onto the next development. We did this here because we felt that the Seminary was a different type of developer that he didn't have a product, as in the case of the developer of lots that he could sell which would be served by every foot of this road, and so we treated him differently, and that is one of the chief reasons we have gotten where we are.

"It seems to me that part of the answer to this would be, where do we determine the fair share? I think that this developer still does have an obligation to provide circulation, and this makes the Seminary no different than anyone else who will share in the road. He still has a certain obligation. If a fair share is determined only on what use is made of that road by the students living there, it would be very small. Because one of the reasons it was put out there was that the Seminary didn't want a road going through the Seminary property. I think we have to find some other measurement. I don't know how to do it, maybe we have to set an arbitrary percentage."

Commissioner Schultz: "They have it in there, a proportionate benefit to the property owned by the Seminary likely to improve other property located on Strawberry Point."

Commissioner Azevedo: "The point I'm trying to make is the same one made before, that when the Seminary got the route of this road moved out of the center of its property to the outside, it still didn't, in my opinion, lose its obligation to provide the road."

There was some discussion among the Commissioners as to the interpretation of this particular part of the agreement and as to the intention.

Mr. McCarthy: "I believe in spelling out what you are thinking, and if that's what you are thinking you should spell it out and put it in writing."

Commissioner Azevedo: "I don't know how to put it in quantitative terms in determining what is a fair share. However, it is something we could work on. Another point which was brought out was that we allowed the Seminary to substitute an original road alignment that went through only their property, to an alignment which now has a 'missing-link'. I would be interested in exploring the possibility of writing a condition into the agreement that they provide an alternate connection through land owned entirely by them. In the event that we can't condemn this other piece,

"The third point here was the point about allowing the grading and filling already done by the Seminary to be included in their share of the cost. I wondered if Mr. Cuzner's suggestion, that it be determined on the basis of its value, rather than what the Seminary actually spent. For one thing, if the road were starting from scratch the grading and filling would be included in the overall estimate, and if we once accept the principle of sharing the cost of the road, then why would we not include everything that has been done?"

Chairman Upton: "Mr. Landels, do I understand that you would be agreeable to providing in this agreement, that if the route is for some reason or other unobtainable, the 'missing-link', that you would provide an alternate route?"

Mr. Landels: "Yes, we discussed that with Mrs. Summers. We are willing to agree that if it is impossible to condemn the 'missing-link' then we will provide an alternate route. However, there is no great problem for the County to condemn it and get it when they want it."

"The County could condemn a strip right across the middle of the Seminary if it wanted to."

Chairman Upton: "It could attempt to condemn."

Mr. McCarthy: "We are not saying that the County can't condemn this road, but there could be many difficulties which would come up, this thing may not actually be able to fit out there in the mud when they really get going on the engineering. The part you are talking about is in tide lands, and it may actually sit out in the water, which may be at high tide 3, 4, 5 or 6 feet deep. I feel that there should be a reservation here."

(Here Mr. McCarthy and Mr. Landels are in argument which cannot be heard sufficiently well for transcription)

Mr. McCarthy: "...I think the words should be something like this, if the County finds that it is not feasible, based on findings of the County, then an alternate route shall be provided."

"In other words don't pin yourselves down to condemnation. It was said the other day that someone said 'you can't build a building on that site', and it was answered that 'you can build a building on any site, it is a question of dollars and cents,' and I think there is a lot of truth in that."

Mr. Landels: "From the report of your Road Commissioner it has already been said that it was entirely feasible."

Commissioner Schultz: "Would it be of any assistance if we proposed, say 'Exhibit A', it's plotted on a map, and a legal description won't do us any good?"

Mrs. Summers showed the plans of the Seminary and the road to the Commissioners. The Commission discussed things among themselves.

Commissioner Azevedo: "This is the obligation we require of other developers, ... do you want to take this wording down? ... if the development of this road is not feasible in the time by which the road is needed, the Seminary shall provide an alternate route on property fully owned by it."

Chairman Upton: "Who's to decide when the road is needed?"

Commissioner Azevedo: "If the County determines the development of this road is not feasible in the time by which the road is needed, then the Seminary shall provide an alternate route on property fully owned by it."

Chairman Upton: "Any other points on this?"

There was some discussion as to criteria to use in determining fair share of costs.

Chairman Upton concluded he thought the agreement needed some going over; and should be continued; and notice be taken of the points which have been brought out, and a new agreement be written, that embodies those points.

Commissioner Azevedo pointed out "...that the Seminary has an additional obligation for a share representing more than its beneficial use. That's the second point. The third point is the question of how much of the actual grading and filling has been put in. That leaves these two points, the first one seems to be pretty well agreed on."

Chairman Upton: "I would think that this agreement could be reworded, and the thoughts which have come forth today be so placed, and I would suggest that you deal with Mrs. Summers. If any legal points come up, then have the County Counsel approve the wording, etc."

Mr. McCarthy: "I would like to be present when these points are discussed with County Counsel; so that I may advise him on just what I think the Commission's viewpoints are."

"I feel that it is perfectly clear what you have said today that you want, but it seems that Mr. Landels doesn't want me to have any part of it. My feelings aren't hurt, but I feel if there is another agreement written like this, leaving holes like this, we will be spending another meeting like this trying to analyse what has been written."

"If we could have a meeting between Mr. Landels, Mrs. Summers, Mr. Jordan and myself, I think we could come up with, particularly if we have a transcript of these minutes, an agreement which would be acceptable to all parties concerned."

Commissioner Azevedo: "I can't quite escape the feeling that Mr. Neider is somewhat involved in this, and he is the only other owner of lands beyond, and that is what the whole question of circulation applies to. Therefore, I really can't see why we couldn't have a committee meeting including the people and possibly a Commissioner to see if we can work out some wording, maybe we won't, but maybe we can get closer and come up with something with which the Commission is in agreement."

Chairman Upton: "Is that agreeable Mr. Landels?"

Mr. Landels: "We will do everything in our power, but sooner or later
... (unable to be transcribed)

Chairman Upton: "I might state that I have been here and followed this thing through completely from the beginning, and I will say that it actually has been a lot of attrition on the Commission. It started out one way, went another and still another way, and in my way of thinking I feel that the Seminary has a large responsibility for circulation, maybe not the complete responsibility, but I think that they have a responsibility, because in the first plans and the second plans that were presented, it was their total responsibility. I would think that if a meeting could be arranged before our next regular meeting, between Mrs. Summers, Mr. Landels, Mr. McCarthy and anyone else who would be interested in this, any of the Commission that wished to be present, I think they should be there, and Mr. Neider, or Mr. Neider's representative."

Commissioner Schultz: "He might even be willing to come into the agreement as a share of it himself."

Mr. Landels: "We are the only ones required to do anything now, and I am not very happy to have five or six people get their words in. We are assuming a very real obligation."

Commissioner Azevedo then moved that this matter be continued until the meeting of January 6, 1958, and in the meanwhile these points that have been an issue here, be discussed by a committee to consist of representatives of the Seminary, Mr. Neider, the Planning Staff, any Commissioners who wish to be present, County Counsel and a representative of the Road Department if deemed necessary.

Mrs. Summers: "I have one further suggestion. If this is going to be a committee, that a member of the Board of Supervisors, either the Chairman or the member of the district, might be present, since they are the ones who are going to be hearing this all over again, and they might like to know what's in it."

Chairman Upton stated that he felt that this meeting should be set up by phone as all parties are not present who would be interested.

It was suggested that perhaps this matter could be continued at a later date in January because of the Christmas holidays making it rather hard to get people together.

Chairman Upton felt that if the committee's findings were not complete by the meeting of January 6, 1958, then it could again be continued. He didn't feel that this postponement would hurt the Seminary in any way because their building permits had been approved already.

It was brought out that they have another group of buildings going to bid in December.

There was no second to Commissioner Azevedo's motion.

Commissioner Schultz: "I move that this matter be continued to January 6, 1958, and in the meantime a revised agreement be prepared embodying the change regarding the alternate route, and the determination of a fair share, and that the agreement in the meantime be submitted to Mr. McCarthy for his recommendations, and a final agreement be reported back by the next meeting."

The motion was seconded by Commissioner Ludy and unanimously passed.

APPLICATION FOR USE PERMIT - Bethel Baptist Church GRANTED 10,630

The Commission considered the application of the Bethel Baptist Church for a use permit for the construction of a church sanctuary and educational building on property described as a Portion of Lot 49, Novato Ranch Subdivision B, located on the south side of Novato Blvd, approximately 130 feet east of Simmons Lane, Novato.

Communication was read from Mr. & Mrs. Dewitt Lee in protest.

For report and recommendations as given by Mr. Dobbs, see Staff Report of December 16, 1957 pages 7 & 8.

The pastor of the group spoke stating that the posted plan had been submitted by the architect as the site study plan but they now only plan a 300 seating capacity in the sanctuary and only one educational building directly behind the first building to be built so all the remaining rear area would be for parking.

Commissioner Cuzner didn't feel that there was any conflict of use here, but that it was a matter of traffic and parking. He referred to another parish hall in the area which has off-street parking, but when it is in use there is a traffic snarl.

DEC 16 1957

5. RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Seminary
Continued

Dr. Graves and his attorney, Mr. Landels, met in this office with Mrs. Summers, Leland Jordan and Marvin Brigham and had with them a proposed legal document which would be their guarantee to go forward with the road construction when required by the County.

Messrs. Jordan and Brigham appeared to feel that the proposal would be satisfactory and acceptable to the County and both were to work further with Mr. Landels on details. A report will be ready for presentation at the meeting.

STAFF REPORT

DEC 16 1957

SPECIAL MEETING - January 30, 1958.

Commissioner Azevedo moved that a special meeting be held on January 30, 1958 at 8:00 P.M. to discuss this matter.

The motion was seconded by Commissioner Schultz and unanimously carried.

Mrs. Summers suggested that the County Counsel and Mr. Brigham be invited to be present, and to so advise the Board of Supervisors.

JAN 6 1958

RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Seminary
CONTINUED

PART APPROVED
PART CONTINUED

Mrs. Summers explained that on Tuesday, December 24, 1957, Dr. Upton and herself had met with Dr. Graves and Mr. Landels to discuss the revised agreement proposed by the Seminary for the improvement of W. Strawberry Drive. She stated that copies of this revised agreement had been submitted to Lee Jordan, Bryan McCarthy, Mr. Brigham and Commissioners Schultz & Azevedo, in order that they might make any comments, recommendations or suggestions at this time.

Mrs. Summers reported that this matter had been placed on the Board's agenda for Tuesday 7th, and that Mr. McCarthy had requested that it not go to the Board so soon; that Dr. Graves had been informed of Mr. McCarthy's request.

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She said that Mr. Brigham has not had time to look at the revised agreement, due to illness.

Mrs. Summers: "In essence the new agreement makes three changes: (1) It drops any mention as to how the 'fair share' of the road cost would be determined; (2) It provides for an alternate route through the Seminary, in case this road as planned is not feasible, and this change is worded as follows: 'If the Board of Supervisors shall at any time determine, after being advised by its legal advisor that it is not possible legally to acquire the additional lands necessary to complete the right of way for said road or after being advised by the County engineering department that it is not possible except at prohibitive cost to construct said road, that the completion of said road is not feasible, then Seminary agrees to provide an alternate route through its lands.' (3) It now provides that the Seminary will be credited with the value of the present improvement rather than their cost, which Mr. Cuzner pointed out in the original agreement is possibly not a fair determination."

Mrs. Summers stated she and Dr. Upton felt these changes reflected the main points which had been brought out at the last meeting of the Commission.

Commissioner Azevedo asked Mrs. Summers if when they sat down to discuss this matter, did they think of leaving out altogether the mention of "fair share."

Mrs. Summers pointed out that a fair share of any property under an assessment district was determined by the engineer, and various engineers use various methods of determining this. In this case, it would be up to those making the determination what basis they felt would be reasonable and against what lands they felt would benefit.

Mr. McCarthy then reviewed at length the actions of record on the Golden Gate Baptist Theological Seminary to show the changes and the change of thinking that have taken place since the first approval of the Use Permit.

Chairman Upton stated that the building program will be held up if there is not some determination of this condition of the development plan.

JAN 6 1958

Mr. McCarthy then requested this item continued since something this important shouldn't be rushed into at the last minute.

Mr. Landels gave a history of the development of the Peninsula, stating that Mr. Neider owned the entire area, and that the agreement of sale to the Seminary, which constitutes seven separate agreements, involves obligations between Mr. Neider and the Seminary. He stated that he had a complete file of those agreements and anyone who wished to do so was welcome to look at them. He then reviewed the revised agreement.

Commissioner Azevedo asked Mr. Landel if he had said that the Seminary had built E. Strawberry Drive.

Mr. Landel stated that it has been financed by the Seminary and that they gave \$255,000. And that \$150,000 was deposited in a bank for the building of East Strawberry Drive.

Commissioner Azevedo asked if the construction of E. Strawberry Drive and the access into the point was all that was required to serve the subdivision and would the planning staff feel that that fulfills Mr. Neider's obligation, as far as his own subdivisions were concerned? Presumably then the approach of E. Strawberry Drive was what was or would have been required from Mr. Neider?

Mr. Hammond, speaking for the property owners, asked that this matter be continued. He said that he was amazed at the change which had taken place the past year. He wanted the matter continued in order to inform the people of the area regarding what has happened so that they could be heard.

Mr. Landel stated that the question of whether or not the road was going in was not the problem. But to delay giving the Seminary building permits on the housing until all of the road is accomplished will be a very serious matter. He continued that if they were given building permits, they were willing to go on with this discussion with any group or at any time. He stated that this matter has been put off every two weeks now since back in October 1957 and they now want an answer. "We now have our plans out to bid and they will come in soon and we want to have some assurance that we can get building permits. We expect that we will be actually in construction on this property by the 1st of February. I think we have gone into the problem in detail, and this might as well be that last one big meeting. At least we need the approval of this group to get building permits for the housing which is so very essential to our opening. Time is of the essence, June a year from now is the absolute dead line for the opening.

"The problem involves between a million and a half to two million dollars worth of building, so it is very important that we take advantage of every bit of time we can."

Commissioner Cuzner said that this matter had been before the Commission for so long that it was no longer clear to him as to what was being considered under this reconsideration.

He felt that he was in agreement with Mr. Landels and Dr. Graves that they have it exhausted as to study of this thing and he would like to bring it to a head. He asked if they should have a motion now, just what would it be on?

Commissioner Schultz explained that it would be to recommend to the Board of Supervisors that the County enter into this agreement in lieu of any bond that would be required, prior to the issuance of any building permits.

Commissioner Azevedo asked if this was the question of the bond,

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She was answered in the affirmative, but that then the question of whether the bond should cover the whole road or a part of the road had come up and it had been at this point ever since.

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Commissioner Schultz wanted one point clarified, and that was, that this was only the first stage of building which the Seminary was seeking building permits for at this time.

He was answered in the affirmative.

Mrs. Summers: "In the first place you granted a use permit with conditions, one of the conditions was that the development plans must be approved by the Planning Commission. Under that condition plans were approved subject to conditions, one of which was the construction of this road. That condition has now been changed from requiring the construction, to requiring the bond, removing this portion from Gate 3 to Gate 1 from the requirement of bond or making it a dedication.

"I have always advised not to issue your final building permits until this was done, because this was your final hope of getting a road constructed. We are all saying, 'fine go ahead and issue your final building permits and go ahead with construction,' but I would like to advise that we don't lose the major control if occupancy of the building are withheld."

Commissioner Schultz: "I think that we have exhausted this thing, and we have considered this agreement and the one presented last time. As near as I can recollect, the changes that were suggested and indicated at our last meeting have been incorporated in this revised agreement.

"The provision for an alternate road seems clear in the agreement to be within the control of the Board of Supervisors, not at their complete discretion, but at least within their control to a reasonable degree.

"The provision for a 'fair share' by arbitration seems to be the only practical way of approaching the problem at this present time."

Commissioner Schultz then moved: (1) That the Commission recommend to the Board of Supervisors that the County enter into this improvement agreement with the Seminary, and that they accept this agreement in lieu of the bond, subject to the County Counsel's assurance that the agreement covers the necessary legal points; (2) That upon the execution of this agreement the building permits for the first stage of building be issued.

Commissioner Scott seconded the motion.

Commissioner Azevedo: "I think that the reason we have gone into this so exhaustively and exhaustingly, is that when we made our original change in position, to use Bill Wright's old expression, 'we opened a can of worms'. And I have become more and more aware of that as we have gone on and on, and it seems to me that we have been getting deeper in the morass instead of out of it.

"When we started, the original position of the Commission at that time, was that the developer provide circulation to lands beyond and the Seminary was the developer. We had a shift in that, we said the Seminary is different from other developers because the Seminary doesn't profit from each lot along the road, and so the Seminary shouldn't pay it all. I think the question that we didn't consider carefully at the time, I'm sure I didn't, was then who should?

"I remember the thought being in my mind, that perhaps the public should pay part of it if it could be seen that the route around the shoreline had benefits to the general public, that the route across the Seminary didn't have. However, if we should make a decision like that, then that is a very serious thing, because it means we are setting a precedent that the County pay part of roads, and up until now the County never has.

"Then the solution proposed was that we use this agreement instead of a bond, that says the Seminary pay its 'fair share' and that it

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should be determined on the basis of the benefits received. But there has been a 'slight-of-hand', I don't mean secretly but in a sense, because the road got moved, from where the Seminary people were using it for immediate access, to where it was on the fringe of the property and they were not using it much. This would mean that if we apply this criterion 'benefits received' the Seminary might only pay a very small portion because their traffic isn't using it, and that the property owner out at the point, Mr. Neider, would pay the big portion because his people would be using it for their access. I am not sure that this would be fair. If he has done his share, regardless of any private agreements, if he has done his share by building E. Strawberry Drive, should he be required to pay a big share of this road? I don't know.

"I'm not satisfied with this agreement, because it doesn't tell me, there is not enough to tell me, how this is going to turn out. Maybe it's going to turn out with the Seminary paying 10 to 20% and other property owners paying much more. I think that is not fair, because the Seminary made the original change to move the circulation from the middle of its grounds to the fringe.

"If the Recreation Department is going to take some land in there and they want it on the shoreline, then they might participate in building the road; if property owners other than Mr. Neider are going to develop then they are going to see a great use of it. Then I could understand better how this 'fair share' might be worked out, but without that, and only this agreement to go on, my inclination would be to go back to the original premise, that the Seminary is the developer and the developer should pay for the circulation road. I've come to a full circle on this. I was the one who proposed an agreement and that we go over it again, but with further thought I don't see it as a solution unless we should go on in much greater detail and find land owners other than Mr. Neider who would fully participate in this construction and possibly even the County."

Chairman Upton felt that this agreement was about as far as the Commission could go since the road position has been changed. He didn't think that the Seminary was in the same category as a private developer inasmuch as they have no product to sell, they have no lots to sell, and from a precedent setting standpoint they would not be vulnerable, because it is a different type of thing entirely. He felt that the best way to accomplish the building of a road like this is with an assessment district, but other than that this agreement would seem to be all right.

Mr. McCarthy referred to Chairman Upton's last statement and wondered why this was all they could do.

Chairman Upton reviewed the motion and asked for a roll call vote.

Mrs. Summers: "Dr. Graves asked that if this was approved today it go to the Board of Supervisors tomorrow, and I have asked the County Clerk to place it on their agenda. Under this motion then, I would only report to the Board that this is ready for the Board but has not had the review of the County Counsel."

Commissioner Schultz said that he thought Mr. Jordan had reviewed this agreement.

Mrs. Summers stated that he might have an answer on this for tomorrow.

Mr. McCarthy strongly objected to having this go before the Board so soon, because he felt that it was a "rush act." He said that it should have at least a week before it went to the Board.

The roll call vote was as follows:

- AYES: Commissioners: Schultz, Scott
- NOES: Commissioners: Azevedo, Cuzner, Ludy, Upton
- ABSENT: Commissioners: None

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Commissioner Azevedo stated that she would agree to substituting such an agreement for a bond, if it were to show specifically in it that the Seminary was accepting the obligation for circulation as well as for benefit received.

Chairman Upton stated that he also was voting no for the same reason as Commissioner Azevedo. He felt that the Seminary has some responsibility for the circulation, if not all, and it has not really been shown.

Commissioner Cuzner then moved that the Commission deny reconsideration. The motion was seconded by Commissioner Ludy.

The motion was clarified as now meaning; that a bond would be required before building permits were issued.

Commissioner Schultz: "Do you have a basis on which to suggest a method by which the bond amount can be determined?"

Chairman Upton: "I would think in order not to hold up the Seminary, we could approve the building permits and not the occupancy, and give this thing a little more study, perhaps some agreement can be arrived at whereby there is the responsibility shown for circulation."

Commissioner Azevedo: "I'm willing to give it one more try, to find a solution which doesn't put an unfair burden on other property owners."

Commissioner Azevedo recalled at one of the meetings she had asked Dr. Graves if he was objecting to the bond or objecting to putting in the whole road and it was her recollection that he has said "both."

Chairman Upton: "I'm sure this thing will be worked out some way or other. I would think the basic thing, as far as the Seminary is concerned, is the fact that they are interested in getting on with their building. As Mrs. Summers stated, there is one more step we can go whereby the County still has control, and that is, to approve building permits without occupancy and then see if we can work out some agreement which satisfies everybody. I think it can be done."

Mr. Landel: "We have never objected to discussing this matter in any way or at any time, but all this time has gone by and we need building permits to move ahead. If you want to do it without occupancy and have that control over it we are perfectly willing to do so."

Mr. Hammond: "I believe it has become apparent to the Commissioners that the Seminary has a moral obligation, if not a contractual one, to provide this road, and always has had. As I see it, the only sensible position you have is the original one; to project the road through the Seminary property, and that it be bonded to provide for it."

"I make these two comments; (1) the bond can be determined by the Public Works Department and they can proceed with their construction just like anyone else. That bond, like any other agreement is subject to change if it is shown later that it is not equitable. It seems to me that's the best suggestion.

"(2) You know as well as I do, that if the Seminary doesn't build that road it will never be built, because there are no public funds available; either recreation or otherwise. That road was on there when they bought the property, and I feel that your only recourse is to require this road to be put in, in a normal manner, and that it be bonded."

Commissioner Cuzner withdrew his motion and Commissioner Ludy withdrew his second to it.

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Commissioner Schultz then moved that the conditions of approval of the Development Plan be amended to the extent that the balance of the building permits, for the first stage be approved without the necessity of a bond, but that certificate of occupancy be withheld pending final determination of the matter of the agreement of bond.

The motion was seconded by Commissioner Cuzner and it passed by a unanimous roll call vote,

5. RECONSIDERATION OF DEVELOPMENT PLAN - Golden Gate Baptist Seminary
Continued

On Tuesday, December 24, 1957, Dr. Upton and Mrs. Summers met with Dr. Graves and Attorney Landels to discuss the revised agreement proposed by the Golden Gate Seminary for the improvement of West Strawberry Drive.

Copies have been submitted to the County Counsel, Bryan McCarthy, Director of Public Works and Commissioners Schultz and Azevedo.

The changes in the revised agreement are: 1. Drop any mention therein as to how the "fair share" will be determined; 2. Provide for an alternate route through the Seminary (see paragraph 6 last page) and 3. Provide that Seminary will be credited with the value of present improvements rather than their cost.

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Subject to receiving and reviewing comments from others, it is Mrs. Summers' impression that this revision meets the majority opinion of the Planning Commission as expressed at the last meeting.

MINUTE OF THE PLANNING COMMISSION
COUNTY OF MARIN, STATE OF CALIFORNIA

A special meeting of the Marin County Planning Commission was held on Thursday, April 3, 1958, in the Marin County Office Building, 1711 Grand Avenue, San Rafael, California,

COMMISSIONERS PRESENT: Wm. F. Upton, Chairman
Niels, Schultz Jr., Vice Chairman
George Ludy
James Cuzner
Margaret Azevedo, arrived at 8:25 P.M.

COMMISSIONERS ABSENT: George Scott, Secretary

OTHERS PRESENT: Mary R. Summers, Planning Director
R. J. Dornell, Planning Engineer
B. D. Dobbs, Zoning Administrator

The Chairman called the meeting to order at 8:00 P.M.

RECONSIDERATION OF USE PERMIT CONDITIONS
Golden Gate Baptist Theological Seminary
Continued Hearing

Mrs. Summers reviewed the previous actions of the Commission relative to the alignment and improving of West Strawberry Drive in conjunction with Use Permit grant to the Golden Gate Baptist Theological Seminary to locate on Strawberry Point.

Mr. Landels, Attorney for the Seminary, stated that the Seminary had no objection to the dedication of right of way for Strawberry Drive but felt that Dr. Graves would be disloyal to his trust if he constructed the road around the point, considering the source of the money. He felt that the need for the road was not caused by the Seminary and that the Seminary would have little use for it. He further questioned the Commission's legal right to make the requirement.

Dr. Graves supported Mr. Landel and stated that the Seminary did not consider the Commission could legally require the Seminary to construct a road for which he contended the Seminary had little or no use.

Bryan McCarthy, Attorney for Sam Neider, again reviewed the Commission's previous minutes on this matter bringing out the point that the Seminary had originally accepted the responsibility of complying with the master plan for Strawberry Point Neighborhood in the design of the Seminary and had gradually moved West Strawberry Drive to the perimeter of their property, after several sessions with the Commission, in order that it would not bisect their campus.

Chairman Upton had Dr. Graves verify that for sometime in the future there was planned a village development as a part of the Seminary which would have West Strawberry Drive as its access.

Chairman Upton had all of the prior motions of the Commission read and Commissioner Azevedo had Mrs. Summers review the original Strawberry Point Neighborhood Street and Highway plan in order to show that the Seminary had purchased land through which the major circulation of the Strawberry peninsula would run.

Mrs. Summers was asked to estimate the traffic volume which might occur through the Seminary had the original master plan for West Strawberry Drive been followed. From estimates of traffic made by Rolland Hammond who drafted the Strawberry Master Plan and traffic estimates made by the Staff during hearings on the U. S. 101 Freeway agreement in this area, she estimated that about 5,400 movements would be the volume under the conditions suggested.

Commissioner Azevedo said she had been willing to try to work out some simple arrangement that would apply here and had been waiting for Dr. Graves and Messrs. Landels and McCarthy to produce and harmonious solution. She then stated her opinion that the Commission had no alternate but to require the Seminary to provide for a circulation as all other developers. She pointed out that the County had not excused other groups because they were churches or non-profit groups. She further pointed out that if the Seminary felt that the road around the point as planned by the Seminary was too long and too expensive and does not give them service then they could return to their original plan with the major route through the Seminary.

Commissioner Azevedo then moved that the Commission return to its original condition. This motion was discussed as to its wording and reworded as follows: That in accordance with the condition on the Use Permit the grading and site plans are approved by this Commission subject to the condition that the Golden Gate Baptist Seminary be required to build a circulation route in accordance with County standards through their property either along the shoreline as now shown on the plans, or on an alternate route which had been approved by the Planning Staff, and that a bond, in the amount of the cost of the road be posted before occupancy to assure construction within a two year period.

The motion was seconded by Commissioner Cuzner and passed by the following vote, to-wit:

AYES: Commissioners: Ludy, Cuzner, Azevedo and Upton
NOES: Commissioner Schultz
ABSENT: Commissioner Scott

Prior to voting on the motion the Commissioners discussed again that the Seminary had requested the rerouting of West Strawberry Drive from a location through their property which would have been of service both to the Seminary and the neighborhood to a route around the shoreline which would not have as direct a benefit to the Seminary in traffic service but would remove traffic foreign to the Seminary from travelling through it.

Dr. Graves pointed out that a route through the Seminary was impractical under the present plan and grading which had been accomplished.

Mrs. Summers was asked by the Chairman to obtain an opinion from the County Counsel as to the possibility of an appeal on the Commission's decision to the Board of Supervisors.

PETITION TO AMEND ORDINANCE NO. 264 - J. E. Andreu
Returned to Planning Commission by Board of Supervisors

The Commission further considered this matter, first hearing a report from Rowland Darnell that he had again inspected the property in the field with Mr. Stokes, Deputy Public Works Director. Mr. Stokes had stated that any subdivision of this property would create a drainage problem but that two or three additional homes in the subdivision would not add substantially to the problem.

Chairman Upton summed up the staff's finding that the development of a few more houses in a specified area would make only a negligible difference in the drainage problem.

Mr. Stokes did say, however, that the overall effect of subdivision would of course be to aggravate the drainage problem.

Commissioner Azevedo commented that in the original review of this matter it had been the Commission's decision that to follow the slope policy and require large lots on hillsides also permitted in all fairness the more minimum lots on level terrain, if the smaller lots were in keeping with neighborhood development.

She also asked if a solution to the whole flood problem to Tamalpais Valley might be establishing a much larger minimum lot size, say one-half acre, for all properties in the valley, and commented that this was a basic policy question for discussion.

Harold Stockstad, resident of Tamalpais Valley, agreed that if this rezoning would only increase by one or two the number of houses expected out of the subdivision of about 50 houses, there would be a negligible effect upon drainage, but stated they had not protested entirely on drainage but on changing an established zoning.

Commissioner Azevedo stated that to try to solve the Tamalpais Valley Flood control problem by zoning was inappropriate. By denying this zoning the Commission would be saying, in effect, "If the zoning is 10,000 square feet you had better adhere to it. On the other hand if it is 7,500 square feet you had better bring the sizes up to the larger lots under the slope policy." She felt that if we were going to consider a subdivision under the slope policy the larger lots in turn could be balanced somewhat by permission to use a smaller lot in the area where the terrain would permit it.

Commissioner Schultz moved that the Commission report to the Board of Supervisors that the effect of the change in zone classification would appear to be to increase by three or four the number of lots in a subdivision of the land and this would have negligible effect on drainage and that the Commission feels that their previous recommendation to change the zoning is still valid. The motion was seconded by Commissioner Ludy and unanimously carried.

COMMUNICATION - Warren Callister

A letter from Warren Callister requesting a discussion regarding means of furthering a study on hillside development was read.



PC Meeting, Mar. 30, 2026, NCLH EIR and 1953 CUP

From John Bruce Corcoran <brucecorcoran@msn.com>

Date Thu 3/19/2026 1:25 PM

To PlanningCommission <PlanningCommission@MarinCounty.gov>

 3 attachments (9 MB)

NCLH Letter to PC re 1953 CUP 03162026.docx; Ltr - CUP - 5.18.21 w exhibits.pdf; NCLH 1953 Use Permit Condition Oct 13, 1953 11292020_20201129_0001.pdf;

Dear Planning Commissioners,

I am submitting my letter about the North Coast Land Holdings EIR and the 1953 Use Conditional Use Permit as an attached Word document. My letter also includes 2 other supporting attachments.

Thank you for considering my comments.

Sincerely,
Bruce Corcoran

Bruce Corcoran
184 Great Circle Drive
Mill Valley, CA 94941

March 19, 2026

Marin County Planning Commission
Via Email: planningcommission@marincounty.gov
cc: stephanie.moultonpeters@marincounty.gov
cc: derek.johnson@marincounty.gov
cc: sarah.jones@marincounty.gov
cc: michelle.levenson@marincounty.gov

Re: A RESOLUTION TO RECOMMEND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NORTH COAST LAND HOLDINGS COMMUNITY PLAN AMENDMENT/MASTER PLAN/DESIGN REVIEW/MASTER USE PERMIT/VESTING TENTATIVE MAP/TREE REMOVAL PERMIT ON THE FORMER GOLDEN GATE BAPTIST SEMINARY PROPERTY

Dear Planning Commissioners,

The March 2, 2026, Planning Commission meeting revealed confusion about the status of the 1953 Conditional Use Permit (CUP), which is understandable because that CUP is 63 years old. Finding historical records is tedious work. Nevertheless, an accurate assessment of that status is pivotable for certifying the Environmental Impact Report (EIR) and approving related matters. That is the job of your Commission.

Commissioner Biehle was correct to question the legal basis of the 1953 Use Permit. As an attorney, she recognizes that NCLH's claim of an entitlement for "around 1,000 students" is the most contentious issue. If it is not verified and resolved, then the County may be subject to litigation.

No one has done more research on the 1953 Conditional Use Permit than Attorney Riley Hurd. I helped him find the pertinent documents (so the research is not his sole work product). The work was painstaking, but, in my opinion, the results are fact based and clear.

Therefore, with the sincere intent of helping your Commission understand the extensive historical record, I am resubmitting Attorney Hurd's May 18, 2021, letter, with attachments, to Deputy County Counsel Brian Case. That letter is already in the Public Record because Attorney Hurd also submitted it as an EIR Scoping Comment, but it may have been forgotten, and new Commissioners may not be aware of it.

I support Attorney Hurd's findings and conclusions, although I cannot affirm legal matters because I am not an attorney. I also recognize that County Planning Staff and Deputy County Counsel Brian Case may disagree. Such is the democratic process. Your Commission will be the arbiter, but it is very important that you get it right.

To summarize my position:

- The 1953 Conditional Use Permit has only one condition, namely, ***“That prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance 264, as amended.”*** That document was signed by Mary A. Summers, Planning Director, October 13, 1953, concurrent with the approval of the 1953 CUP. (Please see my Attachment, which is a very important document that does not appear in Attorney Hurd's letter.)
- The 1953 CUP was amended several times between 1953 and 1959, culminating in the 1959 Campus Plan Use Permit. That document was described to me by a knowledgeable person as a large rolled up map, which may explain why it is missing. The technology for reducing it in size for the public record was not readily available in 1959.
- The 1959 Campus Plan Use Permit was superseded and nullified by the 1984 Golden Gate Baptist Theological Seminary Master Plan, Item 19: ***“With the approval of this Master Plan, the previously approved 1959 Campus Plan Use Permit shall become null and void and of no further effect or benefit.”***
- If, on the other hand, your Commission determines that the 1953 Conditional Use Permit is still in force, then you have a Use Permit that was granted ***“to permit the construction of a Theological Seminary and dormitories and other buildings incidental to such use, subject to the attached condition,”*** which is the one and only condition I cited above and attached to this letter, namely, ***“That prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance 264, as amended.”***
- In addition, your Commission must determine if the “general facts” (which are not conditions) discussed at the Planning Commission meeting on October 6, 1953--a week prior to the approval of the 1953 CUP--are still valid. If so, then all the “general facts” must still be valid. North Coast Land Holdings cannot cherry-pick only the “general fact” that “the student body will consist of around 1,000 students...” and disregard the others. That specific complete “general fact” states, ***“3. The student body will consist of around 1,000 students, about 60% of those students will be married and the seminary will provide***

apartments on their land for these students, and a pre-school nursery for the children of these families. Dormitories will be provided for the unmarried students. Another “general fact” that would still apply states, ***“1. The 130 acres will be developed in general, as shown on the plan for land use, in such a manner so as to make a self-contained unit, with major residential streets of the Strawberry Point neighborhood going by the development rather than through it.”*** Former Planning Director Tom Lai confirmed to me in writing his opinion that all “general facts” would apply in this case.

- Either way, your Commission should not certify the EIR because it does not contain an "accurate, stable, and finite" project description largely, but not only, because of the inadequate and variable description of the school and accompanying ramifications.

You have heavy determinations before you. The Strawberry Community and beyond are relying on your good judgement. Godspeed.

Sincerely yours,

Bruce Corcoran

The permit was granted subject to the following condition:

That prior to any construction or improvement, the applicant shall secure the approval of the Marin County Planning Commission of a development plan as provided under Section 11.23, paragraph (f), Ordinance No. 264, as amended.

MARIN COUNTY PLANNING COMMISSION

Mary K. Summers
Mary K. Summers
Planning Director

October 13, 1953

I agree to conform to the above condition.

Edward D. ...
Edward D. ...
Applicant

221 ...
Address

Date *Feb 1953*, San Francisco

RECEIVED
MARIN COUNTY
PLANNING COMMISSION
OCT 14 1953
DATE

March 26, 2026

Marin County Planning Commission
3501 Civic Center Drive, Suite 328
San Rafael, CA 94903

Re: 201 Seminary Drive - Responses to Public Comments

Dear Chair Stepanicich and Honorable Planning Commission Members:

Our firm represents North Coast Land Holdings, LLC (“**North Coast**”), which has applied to the County of Marin (“**County**”) for approvals to develop 337 residential units, which includes a residential care facility for the elderly, along with an improved administration building, a reconstructed maintenance building, a daycare, a fitness center, and numerous recreation, open space, and landscaped areas (“**Project**”) on a 101-acre portion of the former Golden Gate Baptist Seminary site at 201 Seminary Drive (“**Project Site**”).

Since the Planning Commission’s first hearing regarding the Project on March 2, 2026, a small number of dedicated Project opponents have sent letters and emails to the Commission that make a number of inaccurate and unsupported claims. We write to correct the record and respectfully request that the Planning Commission consider the following information as it continues to consider the Project at the upcoming March 30, 2026 public hearing.

As an initial matter, the County has repeatedly and correctly determined that the 1953 Use Permit provides the Project Site with vested rights to conduct educational uses for up to 1,000 students. There is no factual or legal basis to reverse the County’s long-held position on this point, and we encourage you to reject comments that suggest otherwise.

Second, the Project is a “housing development project” subject to the protections of the Housing Accountability Act (Gov. Code § 65589.5, or the “**HAA**”). The Project also proposes to develop a significant number of affordable housing units, which makes it eligible for benefits under the State Density Bonus Law (Gov. Code § 65915). Together, the HAA and the State Density Bonus Law entitle the Project to develop up to 606 units, significantly more than the 337 units that North Coast has proposed.

These state laws take precedent over conflicting provisions of the Strawberry Community Plan, and subjective standards contained therein do not provide a legal basis to deny the Project.

Marin County Planning Commission
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North Coast has applied for Community Plan amendments to preserve Plan consistency, but as explained in the County’s staff report in advance of the March 2, 2026, Planning Commission hearing, there is no legal basis to deny the Project, even if the Commission elects not to amend the Community Plan. While some Project opponents view this as an extreme position, the Court of Appeal explains the necessity of this result as follows: “The HAA is today strong medicine precisely because the Legislature has diagnosed a sick patient,” i.e., California and its “housing supply and affordability crisis of historic proportions.” (*California Renters Legal Advocacy & Education Fund v. City of San Mateo* (“CARLA”) (2021) 68 Cal.App.5th 820, 830, 854.)

Finally, the County has engaged in a lengthy, thorough, and legally adequate environmental review process to produce a Project Environmental Impact Report (“EIR”) that fully complies with the California Environmental Quality Act (“CEQA”). Throughout the Project review process, there has been a stable project description that describes the specific proposed Project elements. On March 1, 2026, North Coast entered into an Environmental Settlement Agreement with the Seminary Neighborhood Association, under which North Coast voluntarily subjected the Project and the Project Site to new operational restrictions. These changes would limit academic programs on the Project Site to exclude primary or secondary education, restrict on-site enrollment, and cap building heights – each a concession from North Coast to further reduce impacts below the levels analyzed in the EIR. Nothing in CEQA prevents an applicant from agreeing to project changes that improve environmental outcomes, and the Environmental Settlement Agreement’s changes do not require recirculation of the EIR or further analysis to satisfy CEQA.

As explained in more detail below, the final opposition comments you have received are wrong on both the facts and the law. We request that you accept staff’s recommendations and vote to recommend certification of the EIR and Project approval to the Board of Supervisors at the conclusion of your March 30, 2026 public hearing.

I. The 1953 Use Permit Provides Vested Rights for Academic Uses with 1,000 Students

The County first approved a Use Permit in 1953 that related to the development and operation of a Seminary. The 1953 Use Permit provides for a “student body of around 1,000 students,” and it was issued with the condition that the County review and approve a Development Plan before construction of the Seminary. Following the approval of the 1953 Use Permit, the Seminary completed a “Campus Plan” in 1955, which appears to have been used as a basis for subsequent planning applications to the County. In July of 1959, the Board of Supervisors approved an “Improvement Plan Agreement Under Conditional Use Permit”, which allowed the Seminary to occupy the site based on conditions regarding road alignment and funding, but the 1959 approval included no change to the student population or other operational restrictions imposed by the 1953 Use Permit.

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On March 13, 1984, the Board of Supervisors adopted Ordinance 2819 approving a Master Plan for the Seminary property. Condition 19 of the Master Plan approval stated: “With the approval of this Master Plan, the previously approved 1959 Campus Plan Use Permit shall become null and void and be of no further effect or benefit.” This condition refers to the Board’s 1959 approval of the “Improvement Plan Agreement Under Conditional Use Permit,” which was related to the road alignments shown in the Campus Plan that was completed in 1955. This conclusion is supported by the fact that Master Plan Exhibit B contains a discussion of vested rights, indicating that the Seminary was not relinquishing any rights granted by the 1953 Use Permit.

The Master Plan expired in 2018, and the County determined that its provisions no longer control uses on the Project Site. Regardless, the Master Plan did not alter the 1953 Use Permit’s provisions. Project opponents continue to attempt to create ambiguity in the meaning of Condition of Approval No. 19 of the 1984 Master Plan where none exists. The reference to the “1959 Campus Plan Use Permit” expressly relates to a permit issued in 1959, i.e., the “Improvement Plan Agreement Under Conditional Use Permit.” There is no factual or legal basis to support the presumption that the 1953 Use Permit was amended by subsequent permit conditions in the late 1950s or that the 1984 Master Plan’s revocation of the 1959 permit somehow nullified the 1953 Use Permit.

Moreover, the County formally considered the status of the 1953 Use Permit in late 2017 and determined that it remained in effect, and would continue to remain in effect upon expiration of the 1984 Master Plan. The 2017 proceedings involved an appeal of the County’s September 2017 issuance of a Notice of Preparation of an environmental impact report for the development of the site as proposed at the time (application submitted October 20, 2015 and revised on August 16, 2017). Relatedly, North Coast had requested a four-year extension that would allow the proposed project to be processed because the 1984 Master Plan technically was set to expire on January 1, 2018.

At a special meeting held on October 30, 2017, the Planning Commission considered (1) North Coast’s request for an extension of the Master Plan, which it denied (5-1) and (2) the Association’s appeal of the NOP, which it partially sustained (6-0) by suspending work on the EIR that was to be prepared for the project as proposed at the time. The preparation of an EIR was not possible due to the fact that a new Master Plan application was required following the expiration of the 1984 Master Plan. Page 5 of the Staff Report prepared for the October 30, 2017 Planning Commission hearing on North Coast’s extension request describes “Option C: Deny Extension” as follows:

“The County may deny the proposed extension recognizing that a significant amount of time (approximately 33 years) has been provided to complete all of the improvements that were

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contemplated in the 1984 Master Plan, and none of the academic buildings that were approved under the Master Plan were constructed. **Expiration of the Master Plan will not affect the educational use of the property which is allowed under the 1953 Use Permit.** Pursuant to Marin County Code Section 22.48.050, the Use Permit will expire if the use ceases for a five-year period or greater, unless a Use Permit Renewal is granted. It has been less than five years since the educational use of the property by the Golden Gate Theological Baptist Seminary had ceased.”

(Emph. added.) North Coast appealed both actions and the Board of Supervisors, following a consolidated hearing, denied the appeal on December 12, 2017. In the staff reports prepared for the denial of the extension request and related appeal in 2017, the County concluded that without the Master Plan, the education use remains permitted under the 1953 Use Permit.

The December 12, 2017 Staff Report for the Board of Supervisors consolidated appeal hearing specifically states, “[t]he Planning Commission’s decision to deny the Master Plan extension **does not affect the educational use of the property under the prior 1953 Use Permit** or prevent the applicant from submitting a new Master Plan application. Although the current Strawberry Community Plan policies reflect the 1984 Master Plan which required use of the housing by students, staff, and faculty, **neither approval modified the conditions of the 1953 Use Permit.**”

Both the Planning Commission and Board of Supervisors properly relied on County planning staff’s interpretation that the 1953 Use Permit not only remains in effect but is vested. In fact, there is no ambiguity as to whether the 1953 Use Permit remains in effect. The Master Plan itself indicated that that rights under the 1953 Use Permit were considered to be vested. Once the County denied North Coast’s request to extend the 1984 Master Plan in December 2017, the 1984 Master Plan expired shortly thereafter. Accordingly, the remaining controlling document is the 1953 Use Permit, which both the Planning Commission and Board of Supervisors have determined allow educational uses on the Project Site. There simply is no basis to reverse the County’s long-held position now.¹

¹ Relatedly, the doctrines of equitable estoppel and laches preclude the County from reversing its long-held position that the 1953 Use Permit remains valid. It has been over eight years since the County confirmed the validity of the 1953 Use Permit, and North Coast has, in reliance on the County’s confirmation that the 1953 Use Permit remains valid, incurred substantial cost in developing and proceeding with the Project application submitted in 2020. (*See Conti v. Board of Civil Service Commissioners* (1969) 1 Cal.3d 351, 359; *HPT IHG-2 Properties Trust v. City of Anaheim* (2015) 243 Cal.App.4th 188, 201.)

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II. State Density Bonus Law Permits the Project to Be Developed as Proposed

Project opponents incorrectly conclude that the Project cannot be approved at the proposed density because the Project “does not conform to the Strawberry Community Plan and the Countywide Plan.” However state law expressly entitles the Project to the density currently proposed.

Under the State Density Bonus Law, a project that seeks and agrees to provide a specified amount of affordable housing is entitled to a density bonus in addition to the “maximum allowable residential density” that otherwise applies to a project site. (*See* Gov. Code § 65915.) The “maximum allowable residential density” is defined as the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, “or, if a range of density is permitted, means the greatest number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project.” (Gov. Code § 65915(o)(6).) The granting of a density bonus, “shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval,” and must be approved even if the approval results in plan inconsistencies. (Gov. Code § 65915(f)(5).) In fact, the HAA expressly provides that “the receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to Section 65915 shall not constitute a valid basis on which to find a proposed housing development project is inconsistent, not in compliance, or not in conformity, with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision.” (Gov. Code § 65589.5(j)(3).)

Here, Countywide Plan designates the Project Site for Multifamily residential uses at a density range of 1 – 4 dwelling units per acre. The Project proposes to dedicate 70 of its total 337 residential units as affordable to lower income households (20.8% of the total), which entitles it to benefits under State Density Bonus Law, including the ability to develop at a base density of 4 dwelling units per acre, the top of the range permitted by the Countywide Plan.² The Project proposes a density of 3.3 dwelling units per acre, well within the density allowed on the Project Site by state law. To the extent that the Strawberry Community Plan conflicts with these state law allowances, the plan is preempted. (*Latinos Unidos Del Valle De Napa Y Solano v. Cty. of Napa* (2013) 217 Cal.App.4th 1160, 1168.)

In addition, because the project dedicates more than 20% of its units as affordable to low income households, North Coast is entitled to two concessions or incentives that result in actual, identifiable cost reductions for the Project (Gov. Code § 65915(d)(2)(B)) and unlimited waivers

² The Project is eligible for even higher densities, and could develop at a maximum of 6 dwelling units per acre under the State Density Bonus Law, but North Coast is self-limited to only 3.3 dwelling units/acre.

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of development standards that would physically preclude development of the Project as proposed (Gov. Code § 65915(e); *see Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755.) Here, North Coast has proposed relief from conflicting provisions of the Strawberry Community Plan via incentives and waivers. Therefore, those provisions are not applicable to the Project, and the Strawberry Community Plan does not provide a legal basis to deny the Project. (Gov. Code § 65589.5(j)(3).)³

III. The Project Complies with All Applicable Objective Standards

Project opponents continue to improperly suggest that the Planning Commission should deny the Project or require North Coast to reduce the Project’s density because the Project is “too big” and does not fit in with the “context of the property in the community.” These and other subjective concerns do not provide a legal basis to deny the Project or reduce its density.

Under the HAA, local agencies are forbidden from denying housing development projects that comply with objective standards unless they make narrow health and safety findings. (See Gov. Code § 65589.5(j)(1).) A standard is “objective” if it “involv[es] no personal or subjective judgment by a public official and [is] uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official.” (Gov. Code § 65589.5(h)(9).) All other standards are “subjective.”

Even if such comments are derived from the Strawberry Community Plan, comments about the Project’s scale (“too big”) and character (“context of the property in the community”) are precisely the type of subjective conditions the state legislature intended to prevent from being used to deny housing development projects. (*CARLA*, 68 Cal.App.5th at 854.) Consistent with the County staff’s analysis, the Project is consistent with all applicable, objective development standards, and therefore, there is no legal basis to deny the Project.

IV. The Project Description is Accurate, Stable, and Finite

Several comments incorrectly claim that North Coast, the County and the EIR have “not provided an accurate, stable, and finite description” because school operations were not described in detail, and because the Environmental Settlement Agreement would impose further limitations. The record resoundingly refutes this assertion.

³ In the alternative, North Coast has proposed amendments to the Strawberry Community Plan that would preserve consistency between the Project, the Community Plan, and the Countywide Plan. However, because of the State Density Bonus Law and the HAA, the County cannot legally deny the Project, even if it uses its discretion to not modify the Community Plan.

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An accurate, stable, and finite project description is necessary for a legally sufficient EIR. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 199.) But the same court that first articulated this rule also recognized that CEQA is “not designed to freeze the ultimate proposal in the precise mold of the initial project,” and that it is proper for the project description to evolve as “new and unforeseen insights” emerge during review. (*Id.*)

More recent cases reiterate that changes in project descriptions do not render an EIR insufficient as long as the basic characteristics of the Project remain accurate, stable, and finite throughout the EIR process. (E.g., *Citizens for a Sustainable Treasure Island v. City and County of San Francisco* (2014) 227 Cal.App.4th 1036, 1055.) A project description is sufficiently stable, even if it includes alternative development configurations, as long as it clearly describes what is being evaluated in the EIR. (*South of Market Community Action Network v. City and County of San Francisco* (2019) 33 Cal.App.5th 321, 334.) A project description is only inadequate or unstable if it “thwart[s] the public’s ability to participate in the process and comment meaningfully on the EIR.” (*Save Our Capitol! v. Department of General Services* (2023) 87 Cal.App.5th 655, 674.) Moreover, an EIR is not insufficient simply because an approved project does not exactly match any single alternative studied in an EIR. (*Southwest Regional Council of Carpenters v. City of Los Angeles* (2022) 76 Cal.App.5th 1154, 1184-1185 [stable project description rule does not require the final approved project to be identical to a single previously identified alternative, as long as the changes do not deprive the public of meaningful review].)

Here, the Project’s description – the introduction of 337 residential units to an existing academic campus to create a mixed-use, multigeneration neighborhood within the Strawberry community – has remained constant since the Project was first proposed. Some Project details have changed, and most recently, through the voluntary Environmental Settlement Agreement, North Coast has agreed to impose new operating conditions to limit building heights and restrict commuting students to no more than 325. These changes would reduce aesthetic impacts, trips, and cumulative VMT as compared to the project in the EIR, which properly assumed that Project Site will retain its entitlement under the 1953 use permit to enroll 1,000 students. Because the Environmental Settlement Agreement’s terms would reduce Project impacts compared to those analyzed in the EIR, it does not constitute “significant new information” for CEQA purposes.

CEQA defines “significant new information” triggering recirculation of an EIR as circumstances when (1) a new significant environmental impact would result from the project or a new mitigation measure to be implemented; (2) a substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact; (3) a feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project’s proponents decline to adopt it; or (4) the draft EIR was so fundamentally and basically

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inadequate and conclusory in nature that meaningful public review and comment were precluded. (CEQA Guidelines § 15088.5(a).)

None of these circumstances occurred here, and recirculation of an EIR for a second round of public review is intended to be the exception, not the rule. (*Laurel Heights Improvement Assn. v. Regents of Univ. of Cal.* (1993) 6 Cal.4th 1112, 1132; *Environmental Council of Sacramento v. County of Sacramento* (2020) 45 Cal.App.5th 1020, 1034.) Accordingly, the Project description is accurate, stable, and finite, and the Planning Commission may properly approve the Project without further environmental review under CEQA.

V. Conclusion

None of the claims included in any of the comments regarding the Project constitute a valid basis upon which the County could legally deny the project or condition its approval on decreased density.

We therefore respectfully request that the Planning Commission recommend that the Board of Supervisors approve the Project as proposed.

Thank you for your consideration,



Eric S. Phillips

NORTH COAST LAND HOLDINGS, LLC

PLANNING COMMISSION PRESENTATION

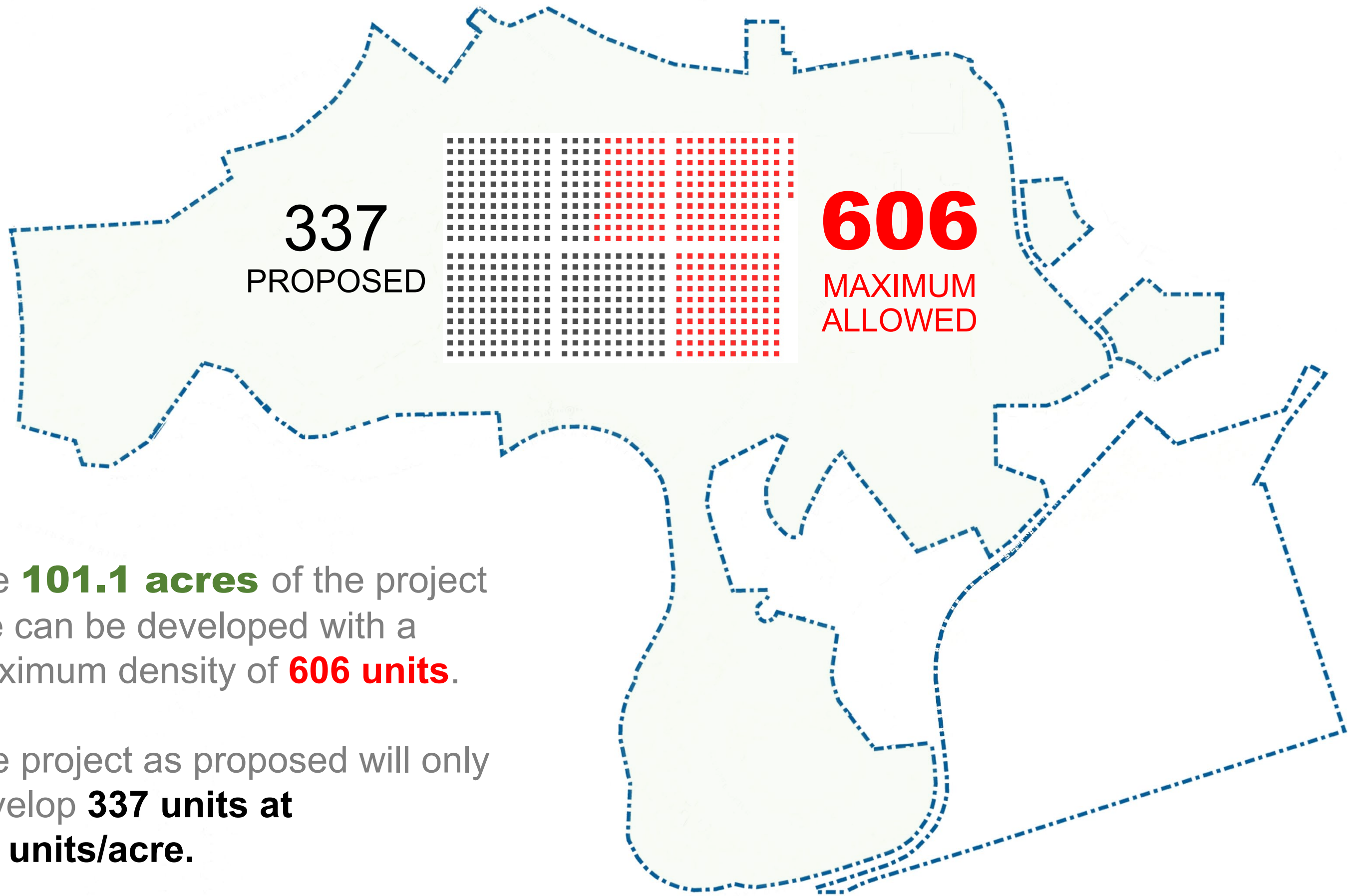
201 SEMINARY DRIVE
MILL VALLEY, CA

MARCH 30, 2026

THE VISION: An Intergenerational Hamlet

- Provide a mix of **high-quality / low-density housing** that includes market-rate and affordable units with senior and workforce housing
- Create a **park-like environment** with safe walking paths and trails
- Preserve **open space** and remaining **ridgelines**
- Manage traffic by emphasizing **walking, bicycling**, and use of **Marin Transit / shuttle** and **rideshare** programs





337
PROPOSED

606
MAXIMUM
ALLOWED

The **101.1 acres** of the project site can be developed with a maximum density of **606 units**.

The project as proposed will only develop **337 units at 3.3 units/acre**.

**JUDSON LANE
+12 to 14 units**

**HODGES DRIVE
-22 to 28 units**

**CHAPEL HILL
+8 to 10 units**

**SHUCK DR
KNOLL
+2 to 4 units**

**PLAYING
FIELD**

TIDAL
LANDS

- ACADEMIC CAMPUS
- SENIOR HOUSING RCF
- RESIDENTIAL UNITS
- FITNESS CENTER / DAY CARE

RESIDENTIAL UNIT TYPE

1	RCF
24	1-BDRM
101	2-BDRM
210	3-BDRM+
11	SFD

337 UNITS

RECEIVING AREAS FOR RELOCATED UNITS



HODGES DRIVE PLANNING AREA: 6 - STORIES



HODGES DRIVE

PLAYING FIELD

SEMINARY DRIVE

HODGES DRIVE PLANNING AREA: 4 - STORIES

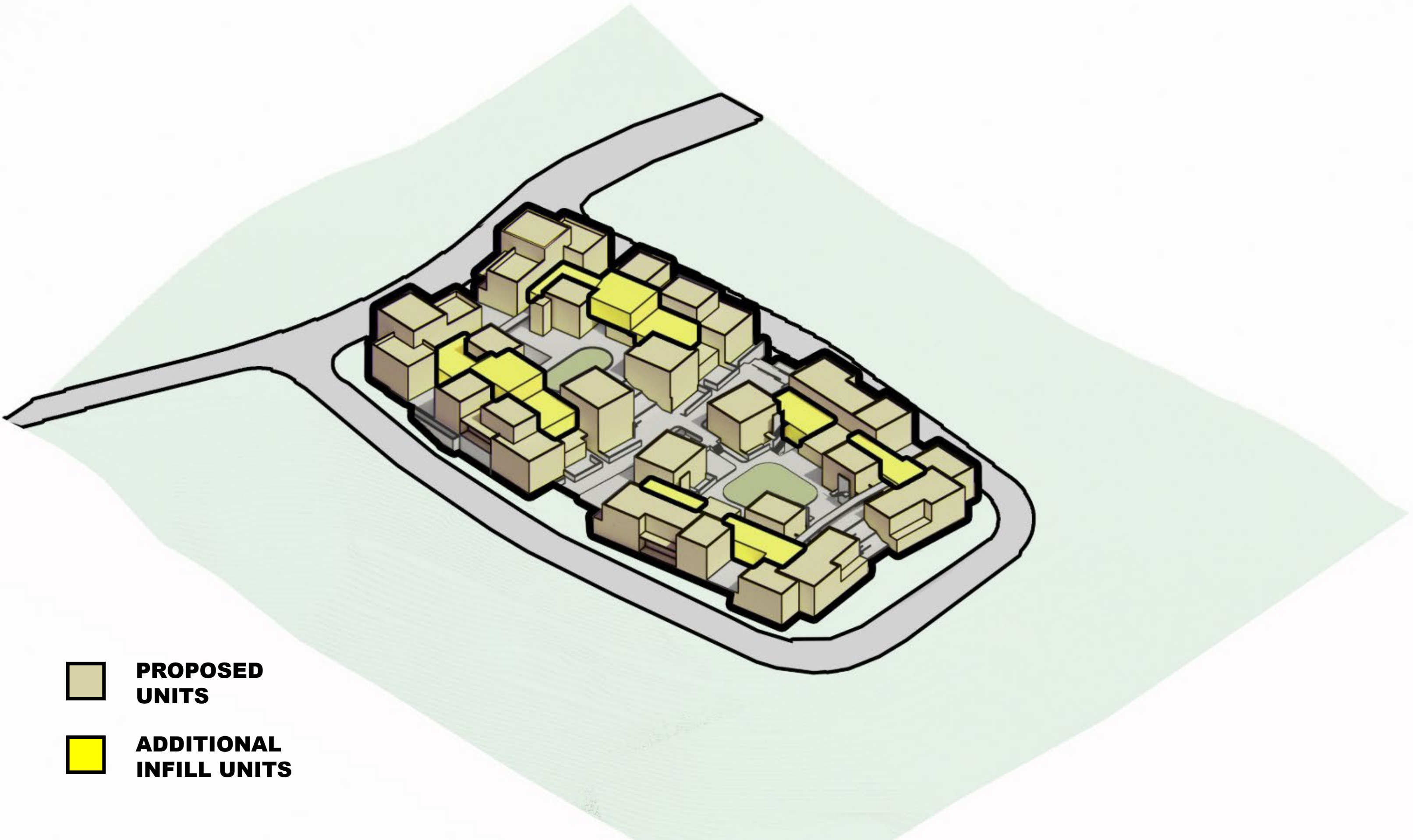


HODGES DRIVE

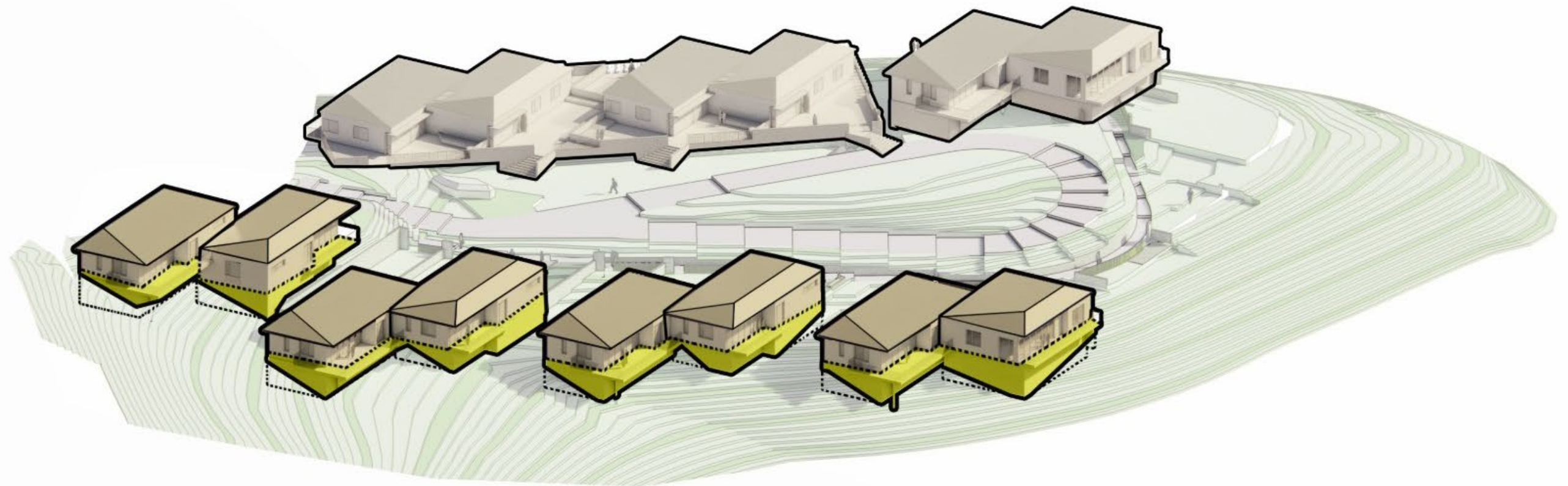
PLAYING FIELD

SEMINARY DRIVE

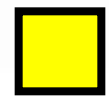
JUDSON LANE PLANNING AREA: + 12 to 14 UNITS



SHUCK DRIVE KNOLL PLANNING AREA: +2 to 4 UNITS

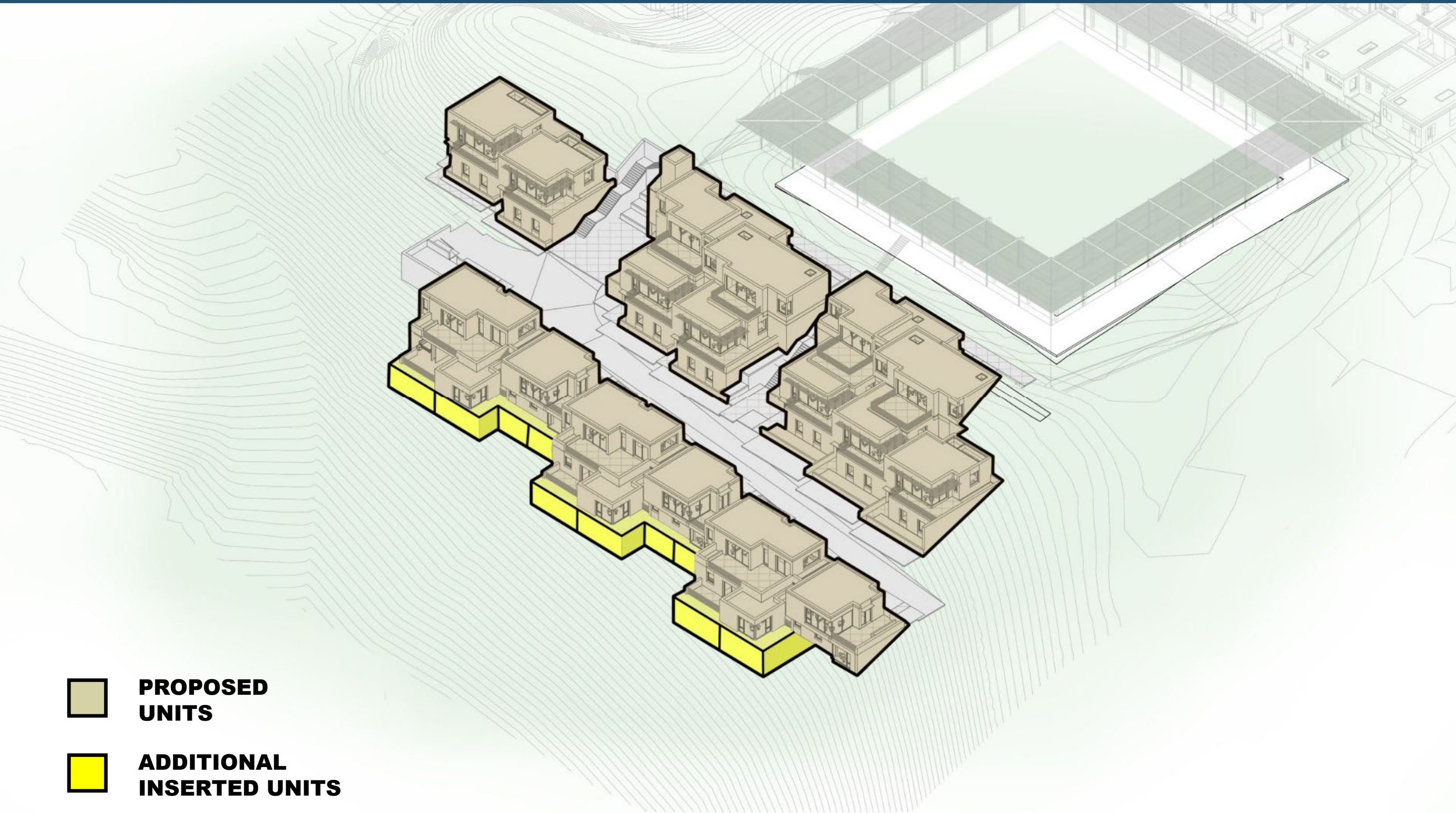


**PROPOSED
UNITS**

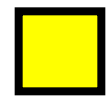


**ADDITIONAL
INSERTED UNITS**

CHAPEL HILL PLANNING AREA: + 8 to 10 UNITS



**PROPOSED
UNITS**



**ADDITIONAL
INSERTED UNITS**

RAISING THE PLAYING FIELD – NO RETAINING WALLS



STRAWBERRY SHORES APARTMENTS

HODGES DR

PLAYING FIELD

STRAWBERRY COVE CONDOMINIUMS

SEMINARY DR

GILBERT DR

1

2

3

4

VIEW 1 - SEMINARY DRIVE WITH LANDSCAPED SLOPE



STRAWBERRY SHORES
APARTMENTS

Seminary Dr

VIEW 2 - SEMINARY DRIVE



STRAWBERRY COVE
APARTMENTS

VIEW 2 - SEMINARY DRIVE WITH LANDSCAPED SLOPE



STRAWBERRY COVE
APARTMENTS

VIEW 3 - SEMINARY DRIVE



STRAWBERRY COVE
APARTMENTS

VIEW 3 - SEMINARY DRIVE WITH LANDSCAPED SLOPE



STRAWBERRY COVE
APARTMENTS

VIEW 3 - SEMINARY DRIVE



STRAWBERRY COVE
APARTMENTS

VIEW 4 - SEMINARY DRIVE WITH LANDSCAPED SLOPE



STRAWBERRY COVE
APARTMENTS

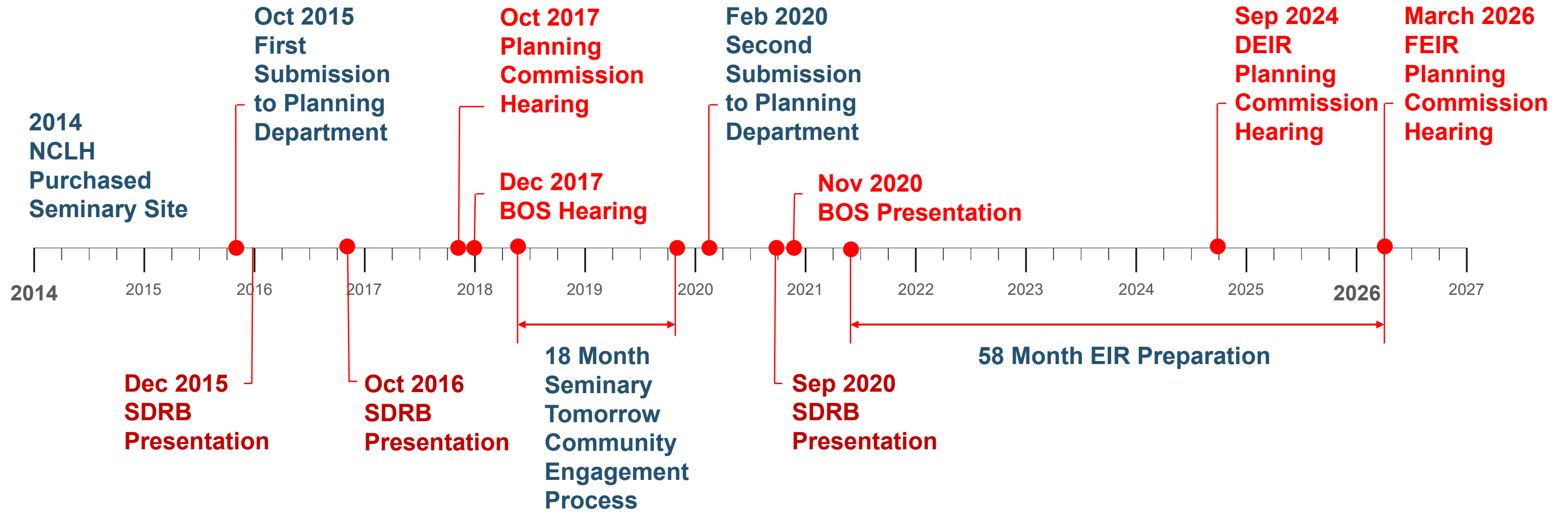
NORTH COAST LAND HOLDINGS, LLC

PLANNING COMMISSION PRESENTATION

201 SEMINARY DRIVE
MILL VALLEY, CA

MARCH 02, 2026

PROJECT TIMELINE



COMMUNITY ENGAGEMENT

The Seminary Tomorrow working group was formed in May 2018 in response to:

- Community concerns about redevelopment
- Supervisor Kate Sears's suggestion

Seminary Tomorrow met and worked for over a year and a half to further develop a proposed plan for submission to the County.

- 50+ working group meetings
- 25+ subcommittee meetings

As a result of community input, there were several iterative changes to the redevelopment plan including:

- Preserving open space, viewsheds and the remaining ridgeline
- Developing trails and parks
- Reducing proposed density
- Adding senior housing
- Reducing building heights
- Refining design for noise and light exposure
- Realigning residential units to increase screening and open space continuity

THE VISION: An Intergenerational Hamlet

- Provide a mix of **high-quality / low-density housing** that includes market-rate and affordable units with senior and workforce housing
- Create a **park-like environment** with safe walking paths and trails
- Preserve **open space** and remaining **ridgelines**
- Manage traffic by emphasizing **walking, bicycling**, and use of **Marin Transit / shuttle** and **rideshare** programs





**211 MARKET-RATE
RESIDENTIAL UNITS**

**ACADEMIC
CAMPUS**

**HARBOR
POINT**

**SHUCK
KNOLL**

**STRAWBERRY
SHORES**

**PLAYING
FIELD**

**CHapel
HILL**

**DE SILVA
ISLAND**

**SEMINARY
POINT**

**TIDAL
LANDS**

EXISTING SITE: 211 UNITS



101.1 acres of
developable area

**STRAWBERRY
SHORES**

**HARBOR
POINT**

+/- 22.25 acres
of tidal land

TOTAL SITE AREA: 123.35 ACRES

DEVELOPABLE AREA: 101.1 ACRES

TIDAL AREA: 22.25 ACRES



EXISTING SITE



- ACADEMIC CAMPUS
- SENIOR HOUSING RCF
- RESIDENTIAL UNITS
- FITNESS CENTER / DAY CARE

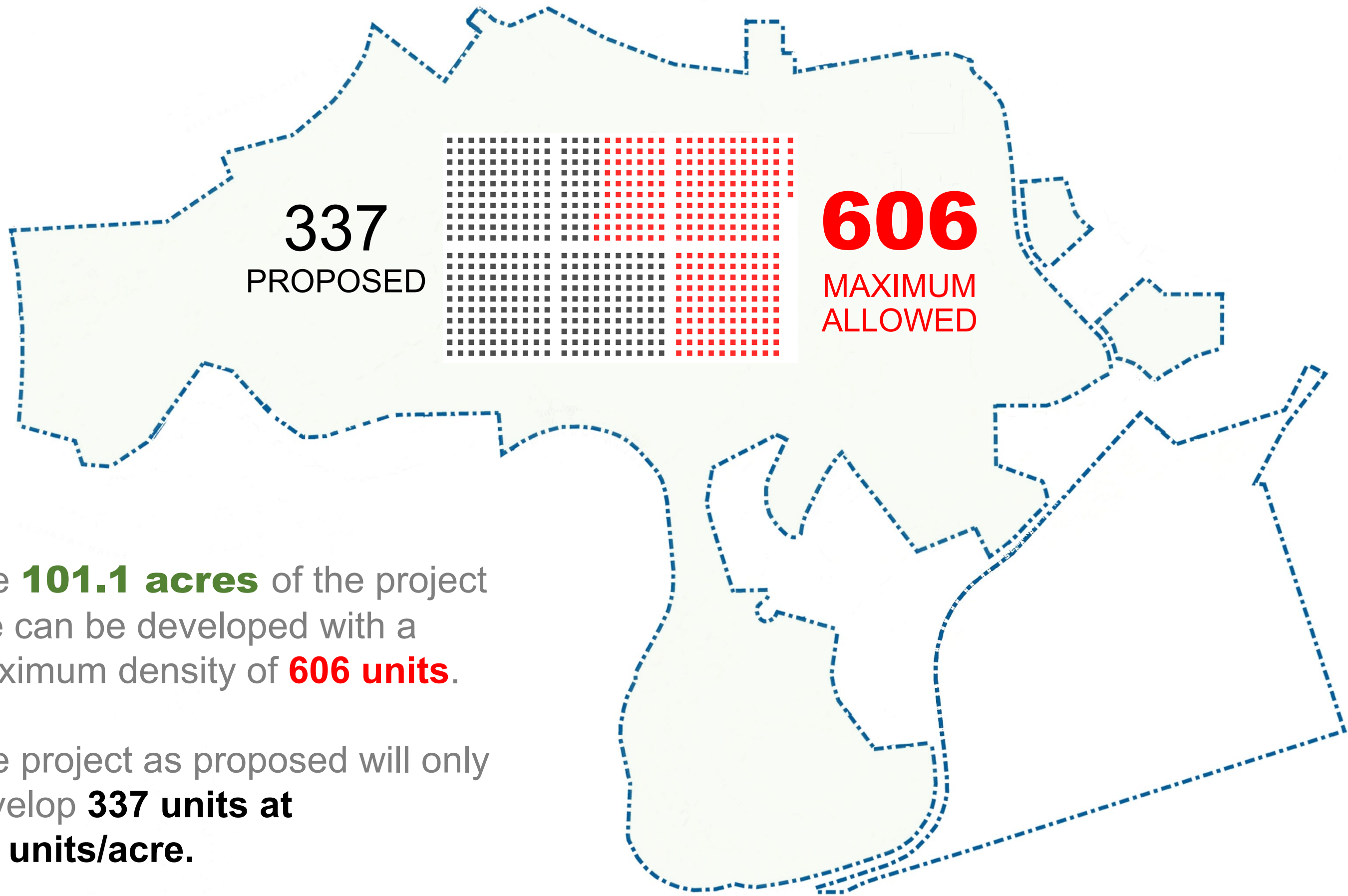
RESIDENTIAL UNIT TYPE

1	RCF
24	1-BDRM
101	2-BDRM
210	3-BDRM+
11	SFD

337 UNITS



PRPOSED PROJECT



337
PROPOSED

606
MAXIMUM
ALLOWED

The **101.1 acres** of the project site can be developed with a maximum density of **606 units**.

The project as proposed will only develop **337 units at 3.3 units/acre**.

DENSITY COMPARISON



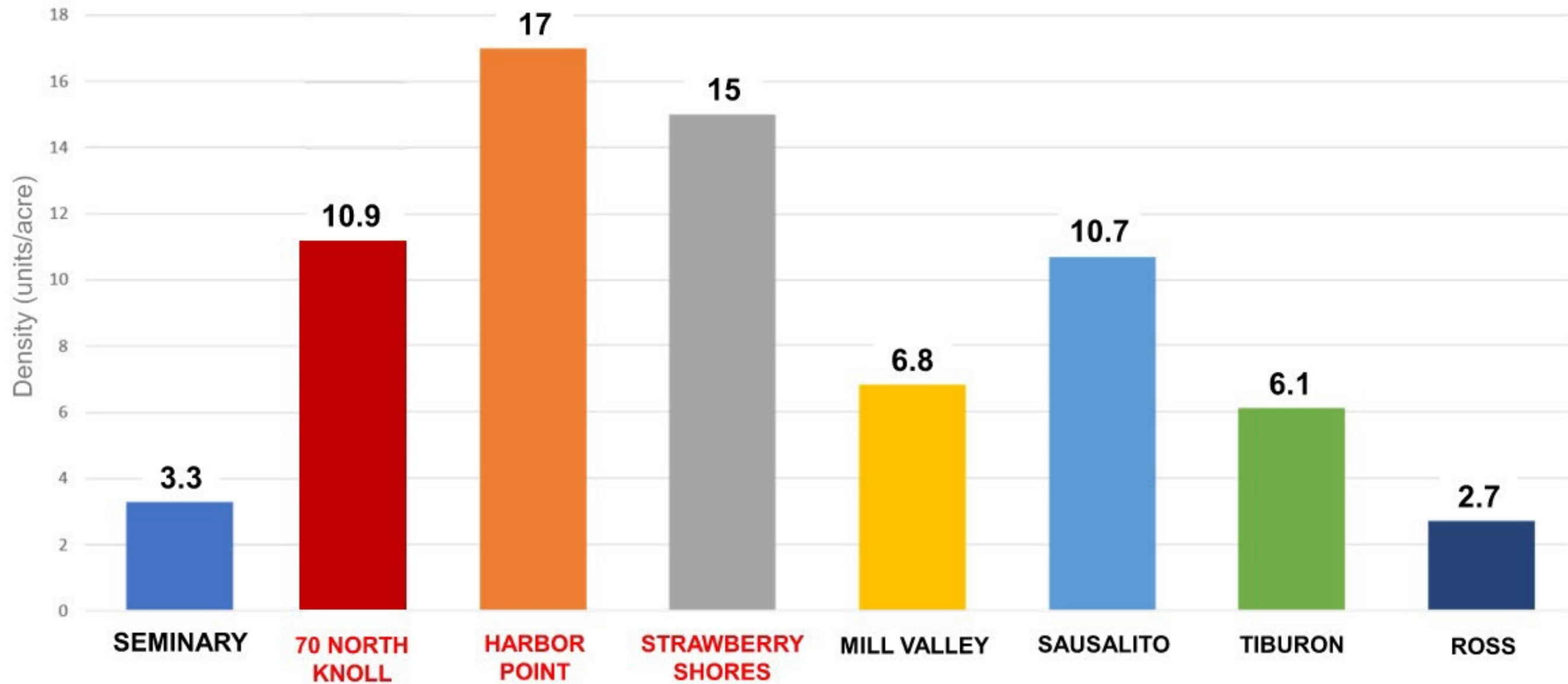
70 N. KNOLL ROAD (72 units)



HARBOR POINT APARTMENTS (202 units)



STRAWBERRY SHORES APARTMENTS (220 units)





**WOODLAND
BUFFER**

**STORER
PATH**

**CAMPUS
SLOPES**

**PLAYING
FIELD**

**SEMINARY
POINT TRAIL**

**CHAPEL HILL
PARK &
WILDLIFE
CORRIDOR**

**FORESTED
KNOLL**

PRESERVE OVER 70% OF THE SITE FOR OPEN SPACE





SENIOR LIVING RCF

GREEN LANE

MISSION DRIVE

JUDSON LANE

(E) PLATT COURT

SHUCK KNOLL

SHUCK DRIVE

OLIVER LANE

HODGES DRIVE

CHAPEL HILL

SEMINARY POINT

RESIDENTIAL NEIGHBORHOOD CHARACTER



EXISTING PROPERTY



RESIDENTIAL DESIGN PRINCIPLES

EXAMPLE OF TRADITIONAL APPROACH

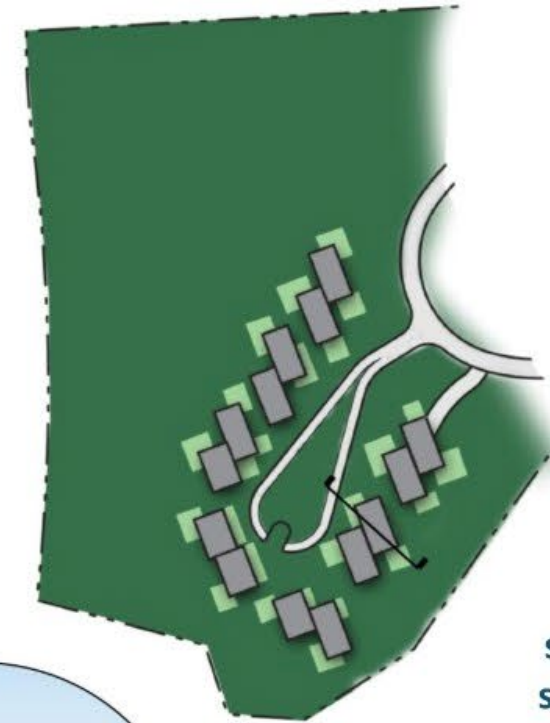


Cars parked in driveway & trash bins exposed

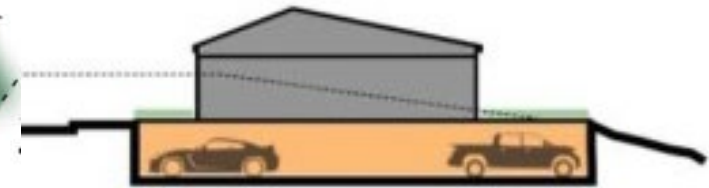


Driveways and Unusable Sidewalks

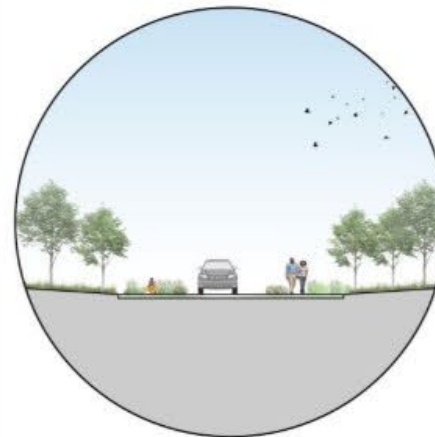
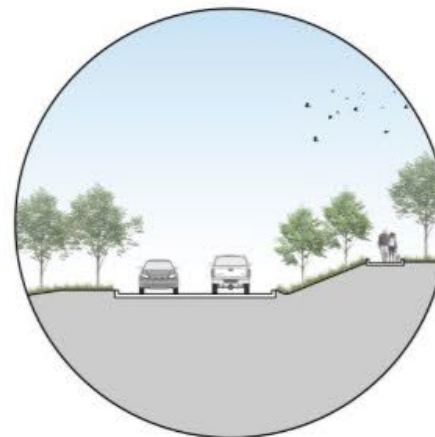
PROPOSED CLUSTERED APPROACH



- SHARED OPEN SPACE
- PRIVATE YARD
- PARKING/REFUSE AREA



Resident, guest parking spaces and refuse area in a shared underground garage



Detached Sidewalks



Clustered Housing Examples

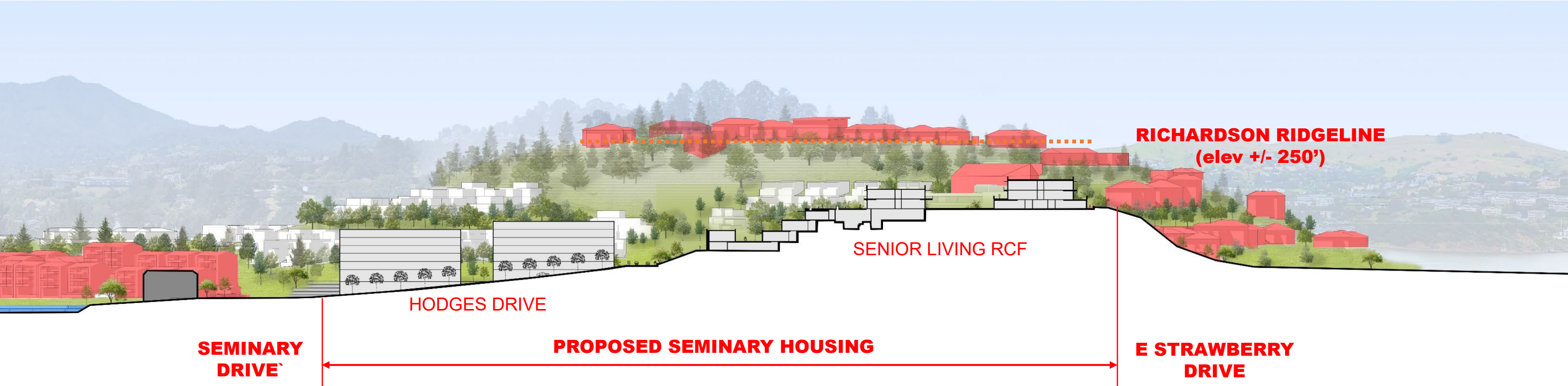
PRESERVING RIDGELINES

**PRESERVED OPEN SPACE
AT FORESTED KNOLL
SEMINARY POINT**

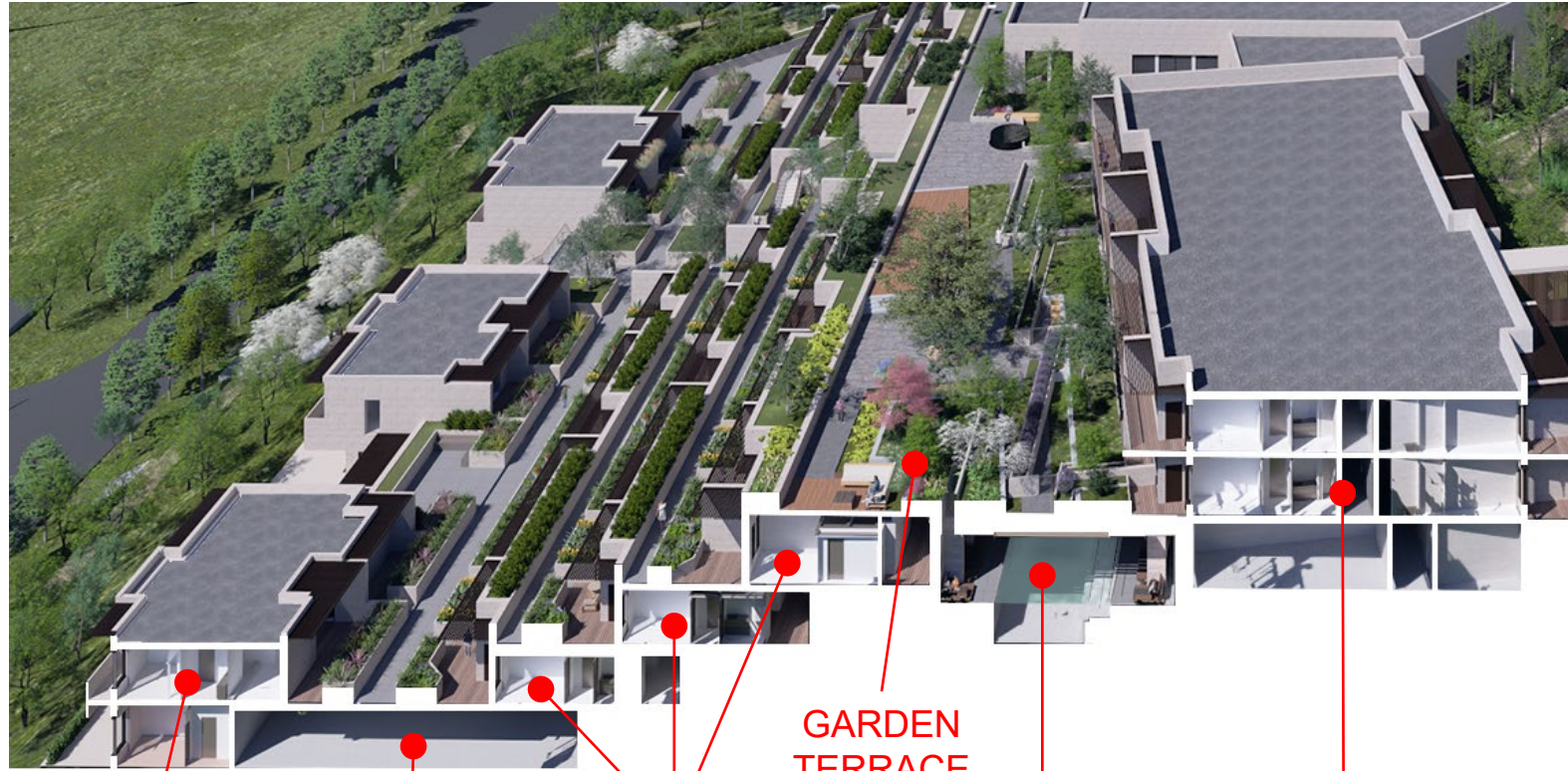
**PRESERVED
OPEN SPACE AT
CHAPEL HILL**



PRESERVING RIDGELINES



SENIOR LIVING RCF



TOWNHOMES

GARAGE

RESIDENCES

GARDEN
TERRACE

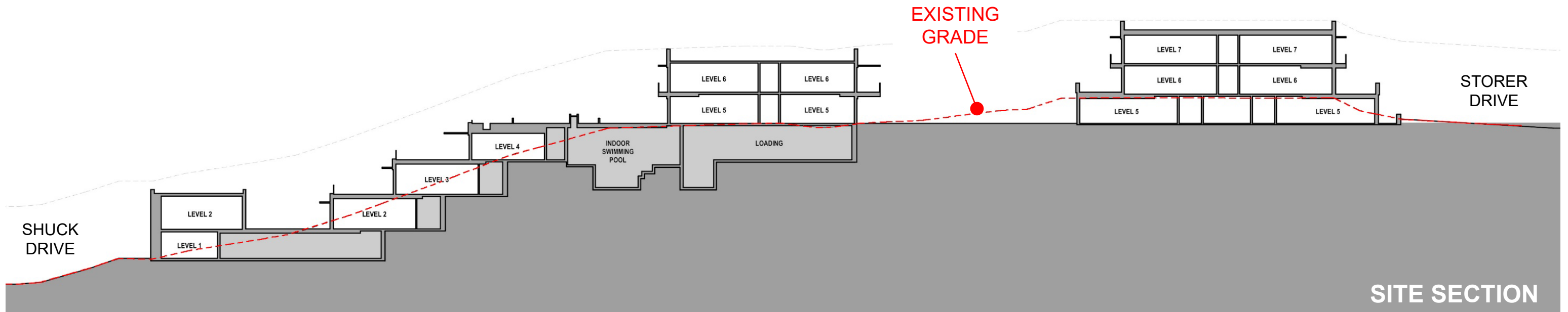
POOL

RESIDENCES



AMENITIES
BUILDING

TERRACED
RESIDENCES



SENIOR LIVING RCF



MAIN ENTRANCE



LANDSCAPE TERRACE



ARRIVAL COURT



GARDEN PATH

SENIOR LIVING RCF



**TYPICAL 1 BEDROOM UNIT
815 SF**



**TYPICAL 2 BEDROOM UNIT
1300 SF**

	BEDROOM TYPE	UNIT TYPE	UNIT TYPE COUNT	UNIT COUNT	TOTAL
INDEPENDENT LIVING	1BR	1A	30	30	100
	1BR + DEN	1B	4	4	
	2BR	2A	26	37	
		2B	1		
		2C	1		
		2D	1		
		2E	1		
		2F	7		
	2BR + DEN	2G	14	25	
		2H	4		
		2I	1		
		2J	2		
		2K	2		
		2L	1		
2M		1			
3BR	3A	1	4		
	3B	1			
	3C	2			
ASSISTED LIVING	STUDIO	ST	14	38	38
MEMORY CARE	STUDIO	ST	24		
ADDITIONAL UNITS	1BR	1A	4	4	4
TOTAL					142
TOTAL BEDROOM COUNT					212

SENIOR LIVING RCF



CHAPEL HILL OPEN SPACE



**CHAPEL HILL WEST
RESIDENCES**

PRESERVED OPEN SPACE

**CHAPEL HILL EAST
RESIDENCES**



VIEW FROM CHAPEL HILL PARK



PRESERVED RIDGELINE & WILDLIFE CORRIDOR

CHAPEL HILL NEIGHBORHOOD



CHAPEL DRIVE VIEW - EXISTING

CHAPEL HILL NEIGHBORHOOD



CHAPEL DRIVE VIEW - PROPOSED

CHAPEL HILL NEIGHBORHOOD



CHAPEL HILL EAST SIDE

CHAPEL HILL NEIGHBORHOOD



CHAPEL HILL WEST SIDE

HODGES DRIVE NEIGHBORHOOD



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SEMINARY DRIVE VIEW - EXISTING

HODGES DRIVE NEIGHBORHOOD



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SEMINARY DRIVE VIEW WITH 6 STORY BUILDINGS AND RAISED PLAYING FIELD

HODGES DRIVE NEIGHBORHOOD



Google Earth
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SEMINARY DRIVE VIEW WITH 3+ STORY BUILDINGS AND RAISED PLAYING FIELD

RESIDENTIAL NEIGHBORHOODS



SEMINARY POINT



SHUCK DRIVE



MISSION DRIVE



OLIVER LANE

RESIDENTIAL NEIGHBORHOODS



SHUCK KNOLL



CHAPEL HILL



JUDSON LANE



GREEN LANE

AN INTERGENERATIONAL COMMUNITY

