

**COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT**

**DATE:** December 20, 2018

**TO:** Zoning Hearing Officer

**FROM:** Planning Staff

**SUBJECT:** Consideration of a Use Permit, pursuant to Section 6569.8 of San Mateo County's Zoning (NMU/ECR) Regulations, to allow off-site parking through a shared parking arrangement with two nearby properties to meet the parking regulations triggered by the remodel and expansion of the Chantilly II restaurant located at 3001 El Camino Real in the unincorporated North Fair Oaks area of San Mateo County.

County File Number: PLN 2018-00194 (Paolino/3001 ECR Partners, LLC)

**PROPOSAL**

The applicant (ECR Partners), has proposed a remodel and slight expansion of interior seating to 129 patrons for the Chantilly restaurant, which will only be open for dinner only (5 PM to Midnight), seven (7) days weekly. A Use Permit is required because all of the parking will be provided at off-site parking lots, pursuant to shared parking arrangements at those sites. Whereas the restaurant remodel will trigger a parking requirement of forty (40) spaces, Chantilly has lease agreements to provide for a total of 75 off-site shared parking spaces (via mandatory valet service) at a parking lot off the alley in back of Chantilly and in conjunction with an adjacent business (K&L Wine Merchants, at 3305 and 3033 El Camino Real) and at Poly Clean Cleaners (about two blocks away at 3275 El Camino Real).

The parcel's zoning of "Neighborhood Mixed Use-El Camino Real" includes parking requirements which defer to the "Commercial Mixed Use-1" (CMU) zoning regulations, which require one space per 200 sq. ft. of total project floor area. A Use Permit is required to allow off-site, shared parking arrangements. This project is associated with BLD 2018-00646, which involves the interior remodeling of the restaurant.

**RECOMMENDATION**

Approve the Use Permit, County File No. PLN2018-00194, by adopting the findings and conditions of approval cited in Attachment A.

**BACKGROUND**

Report Prepared By: David Holbrook, Project Planner

Owner: Louis Paolino/Franceschini Family LP

Applicant: 3001 ECR Partners, LLC (tenant/operator of Chantilly restaurant)

Location: 3001 El Camino Real, Redwood City

APNs (under same ownership): 060-273-120 (restaurant), 060-273-220 (parking to rear), 060-273-130 (all parking)

Parcel Size: 5,333 sq. ft. (that restaurant is on; pursuant to approved Lot Line Adjustment that adjusted boundary to align exactly with restaurant's southerly edge adjacent to K&L's retail store building); PLN2017-00492; recorded 3/15/2018)

Existing Zoning: Neighborhood Mixed Use-El Camino Real (NMU/ECR)

General Plan Designation: Commercial Mixed-Use/Medium-High Density

Existing Land Use: Restaurant (060-273-120), Parking and Commercial Building (060-273-110; All parking (060-273-130)

Water Supply: California Water Service

Sewage Disposal: Fair Oaks Sewer District

Flood Zone: Zone X (area of minimal flood risk); FEMA Panel No. 06081C0302E, Effective October 16, 2012

Environmental Evaluation: The project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301, Class 1, for a minor alteration of an existing private structure (in this case a restaurant) where the project involves negligible expansion of use.

Setting: The project site is at the corner of El Camino Real at East Selby Lane. The Chantilly restaurant has existed as a restaurant, albeit of different names, since a previous building's construction in 1959. The Chantilly restaurant, as it currently appears, was constructed and finalized with an issued building permit (BLD 98-0252), applied for in 1998 and completed in 2000. The subject parcel is entirely covered by the restaurant structure; no on-site parking is available on this parcel. The restaurant is located on a parcel that is separated from the Selby Park residential neighborhood to the north by an alleyway (entrance from E. Selby Lane and exit at Columbia or Fifth Avenue), and on the other side of that by a like-NMU zoned parcel used for parking by the restaurant.

1998 Parking Exception. In years past, the Chantilly restaurant (under a different operator) made use of shared and off-site parking pursuant to an Off-Street Parking Exception (the then zoned C-2 District did not stipulate parking requirements or exception remedies, instead deferring to the Parking Regulations, which allowed for a

Parking Exception to be filed). As a result, a Parking Exception (File No. OSP97-0010) was approved in January 1998 that allowed Chantilly (with proposed seating of 80 at the time) to utilize off-site parking, for use by the employees and customers of Chantilly and K&L Wine Merchants (K&L), in addition to the provision of additional off-site parking spaces located (per lease agreement) at what is now Chavez Market, at Fifth Avenue and El Camino Real.

An appeal by K&L of that approval was subsequently withdrawn upon K&L reaching an agreement with Chantilly pursuant to a letter from K&L's attorney confirming that an agreement between the parties would be followed. The agreement specified that except for when K&L had exclusive use of their parking spaces, Chantilly may use them from 7:00 PM to midnight. As a result, Planning provided its final approval of Chantilly's building permit.

Chantilly subsequently ended up with an unauthorized seating capacity exceeding the approved 80 seats, resulting in problems with the effectiveness of the valet service, the off-site parking provisions and, finally, the combined spillover impact of restaurant patron parking within the Selby Park neighborhood.

## **DISCUSSION**

### **A. KEY ISSUES**

#### **1. Compliance with the General Plan/North Fair Oaks Community Plan**

The proposed project complies with all applicable General Plan Policies, specifically:

##### **Urban Land Use Policies**

- a. Policy 8.9 (*Designation of Existing Urban Communities*) of the General Plan (GP) identifies North Fair Oaks as an urban community and the North Fair Oaks Community Plan (adopted in 2011) has designated the land use for this particular area along El Camino Real as "Commercial Mixed-Use". While this designation allows a medium to high density of land uses, including a mix of multi-family residential, local- and regionally-oriented commercial and institutional uses, the existing restaurant constitutes a "commercial" element consistent with this designation. Policy 8.36 (*Uses*) seeks to allow uses in zoning districts that are consistent with the overall land use designation of the North Fair Oaks Community Plan. The zoning districts and associated regulations for this area along El Camino Real - the NMU-ECR and CMU-1 Districts - were both approved and adopted by the Board of Supervisors in November 2017. The regulations for both districts were derived from and deemed to be consistent with the GP's land use policies for "Commercial Mixed-Use".

- b. Policy 8.40 (*Parking Regulations*) seeks to establish minimum on-site parking requirements and parking development standards to accommodate the parking needs of development, provide convenient and safe access, and prevent congestion of public streets.

In this case, since the restaurant’s parking requirements exceed that provided on the owner’s parcels, the applicant proposes to utilize a shared parking arrangement with two other nearby businesses by obtaining a Use Permit pursuant to the cited regulations of the NMU-ECR and CMU zoning districts.

2. Compliance with the Zoning Regulations

While zoned NMU-ECR, the Zoning District’s permitted uses defer to those allowed as cited in the CMU-1 District, Section 6567.3. As such, restaurants are included under “Food Services”, requiring no Use Permit.

a. Development Standards

The parcel’s zoning is “Neighborhood Mixed Use-El Camino Real” (NMU-ECR), whose development standards (pursuant to Section 6569.4.) mandate requirements for Building Setbacks, Maximum Building Floor Area and Building Height. The Chantilly restaurant is on a parcel that is not directly adjoining any R-1 property. That parcel’s restaurant development complies with the CMU District regulations is shown in the table below:

	Zoning Standard	Project Compliance
<b>Building Setbacks</b>	Directly adjoining R-1 zoned parcels: Front Setback: 0 ft to 10 ft max. Rear Setback: 20 ft. Adjoining R-2/R-3 zoned parcels: Front Setback: 10 ft. Rear Setback: 15 ft. All other cases: Front Setback: 0 ft to 10 ft max. Rear Setback: 5 ft.	N/A; Does not adjoin R-1 parcels  N/A; Does not adjoin R-2/R-3 parcels  <u>Compliant</u> ; Front Setback: 3.5 ft. Rear Setback: 20.4 ft.
<b>Building Frontage</b>	Corner parcels on El Camino Real (ECR) must have an ECR frontage and ECR entrance. Parcels adjoining alley rights-of-way must have minimum 5 ft. setback from alley	<u>Compliant</u> ; Has ECR frontage, with main entry off ECR.  <u>Compliant</u> ; Has 20.4 ft. setback from alley
<b>Maximum Building Floor Area</b>	For commercial uses: 150% (FAR) of total parcel area.	<u>Compliant</u> : At 8,049 s/f total floor, for a 5,333 s/f parcel, FAR is 150%

	Zoning Standard	Project Compliance
Maximum Building Height	40 ft.	<u>Compliant</u> : 27'-10".

b. Parking Standards

Again, while zoned NMU-ECR, the Zoning District’s permitted parking requirements defer to those cited in the CMU-1 District (Section 6567.8.), which require that parking for “restaurants/bars” be provided at a ratio of one on-site parking space per 200 sq. ft. of (assumed) gross floor area. With the restaurant’s total size at 8,049 sq. ft., a total of 40 parking spaces are required.

The subject parcels and respective businesses that will accommodate off-site shared parking (to be provided via leases with those businesses, and as shown and detailed in Attachments D and E) are broken down by the hour of availability as shown in the table below:

Location/No. of Spaces Available to Chantilly by Time	No. of Spaces at 5:00 p.m.	No. of Spaces at 6:00 p.m.	No. of Spaces at 7:00 p.m.	Total Spaces on Parcel(s)	Owner’s Concurrence
Chantilly Restaurant (APN 060-273-210)	0	0	0	0	N/A
K&L Store (APN 060-273-220) and Parking Lot (APN 060-273-130)	10	10	29	29	Signed Lease provided
K&L Business (APN 060-273-100)	0	10	30	30	Signed Lease provided
Poly Clean (APN 060-281-520)	0	16	16	16	Signed lease provided
Total Spaces Available to Chantilly	10	36	75	75	

With 40 spaces required, the total parking provided as cited above is 75 spaces. With 29 spaces included on the two Paolino-owned properties, the two other off-site parcels (owned by K&L Wine Merchants and Poly Clean Cleaners) will provide an additional 46 parking spaces, available at the times cited in the above table.

The CMU-1 Zoning District Regulations (Section 6567.9.2; *Alternative Parking Approaches; Off-Site Parking*) allows for off-site/shared

parking upon issuance of an approved Use Permit, the subject of this application. The remodel of the Chantilly restaurant will provide seating for 129 customers.

Required Standards. *The required standards for the consideration of a Use Permit for off-site parking shall comply with this Section's standards and criteria, each followed by staff response:*

- (1). Parking requirements may be satisfied by the provision of parking on another parcel, if dedicated access to the off-site spaces is demonstrated by ownership or a current lease. Changes in ownership, termination of leases that infringe dedicated access to any of the required parking spaces, shall result in revocation of the Use Permit until the parking deficiency is remedied.

*Response: The parking lot, together with the spaces directly behind K&L's retail store, accessed directly from the alley, is also owned by Paolino, but includes a lease to ensure that its 29 spaces are available for Chantilly patrons from 7:00 p.m. to Midnight. The other two properties that provide off-site parking (as cited in the above table and as shown on Attachments D and E) include leases that allow, respectively, for a specific number of parking spaces to be reserved for Chantilly patrons. Conditions of approval will be added upon submittal of this application to the Zoning Hearing Officer to ensure that such parking provisions will be subject to the criteria stated in the standard above and that all leases - together with the required Owner/County Agreement clarify that any such changes to any affected parcel's ownership, to its associated lease or any other change that would affect Chantilly's access to the subject parking areas would be subject to this Use Permit's revocation until such parking deficiencies are remedied.*

2. Off-site parking shall be located within a walking distance no greater than 800 feet from the use served, unless the use being served is residential, in which case such off-site spaces shall be located within a walking distance no greater than 400 feet from the use served.

*Response: The off-site parking that would be provided by the K&L Wine Merchants property is directly adjacent to Chantilly (although its parking will still valet-provided). The off-site parking provided at the Poly Clean Cleaners business is approximately 725 feet away (see Attachment D), whose parking would be provided exclusively by valet service.*

3. In the event that a shared parking entity has been formed and is fully operational, the documented parking spaces allocated to the parcel will count toward the vehicle parking requirement. Although allocated to a specified parcel, said spaces need not be specifically reserved for said specified parcel.

*Response: The subject leases for all off-site parking locations clearly indicate the number of each property's parking spaces that are specifically reserved for Chantilly for specifically identified hours.*

Required Findings. Issuance of a Use Permit authorizing off-site parking may be approved if the deciding body issuing the use permit makes all of the following findings, in addition to the findings required in Section 6503 (cited as Finding (6) below), each followed by staff response:

- (a) *The off-site spaces to be used to satisfy the project's parking obligation will be available as long as the uses requiring the spaces are in operation.*

*Response: While the subject leases include a clause whereby either party can terminate the agreement with 30-day written notice, conditions of approval will be added upon submittal of this application to the Zoning Hearing Officer that will require that should either lease be so terminated or changed (including to accommodate other users of the parking lot that are not parties to this application), remaining off-site parking at the off-site locations shall be assessed (or another off-site parking location secured) to ensure that the minimum required 40 spaces total are still being provided, pursuant to a revised parking plan, valet parking agreement and applicable lease(s). Should the total number of spaces available fall under 40, the seating capacity at Chantilly shall be reduced to ensure compliance with the parking requirements (and secured by lease or amended lease where necessary). Additionally, as stated previously, should any access to approved parking areas be affected such that the number of available spaces drops below 40, the Use Permit would be subject to revocation until such parking deficiencies are remedied.*

- (b) *The peak hours of parking demand from all uses do not coincide in such a way that peak demand is greater than the parking provided.*

Response: The subject leases provide for adequate parking to be provided during Chantilly's evening business hours, which for the most part do not coincide (and thus do not conflict) with daytime business hours of both businesses.

- (c) *The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if off-site parking is not provided.*

Response: While the previously cited parking regulations only require 40 spaces, it's understood that with a seating capacity of 129 (which would assume just slightly over a full table/seat total turn-over per evening), a greater and more realistic number of spaces would likely be required. With a total of 75 spaces provided, the number of patrons per vehicle comes down to about two, which seems reasonable to assume (carpooling aside).

- (d) *A written agreement between the property owner(s) and the County, in a form satisfactory to County Counsel, is submitted, and that the agreement includes:*

- (i) *A guarantee that there will be no alteration in the uses that will create a greater demand for parking, and a guarantee that any change of use will require immediate written notification to the County Planning and Building Department and an reassessment of the parking demand of the revised project and any necessary updates to the written agreement;*
- (ii) *A guarantee among the property owner(s) for access to and use of the off-site parking facilities;*
- (iii) *A provision that the County may require parking facilities in addition to those originally approved, upon finding by the Planning Commission that adequate parking to serve the use(s) has not been provided; and*
- (iv) *A provision stating that the County, acting through the Planning Commission, may for due cause and upon notice and hearing, unilaterally modify, amend, or terminate the Use Permit and/or agreement at any time.*

Response: County Counsel has reviewed the two subject leases. While they both provide the guarantee required in

subsection (b), conditions of approval will be added upon submittal of this application to the Zoning Hearing Officer that will mandate that such leases be amended where needed, reviewed by the Director and signed by all parties to include the cited restrictions. A separate agreement between the County and Paolino/Chantilly will be drafted and executed prior to the final inspection approval for Chantilly's building permit.

- (e) *That the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood.*

Response: *The use of parking from 5:00 pm. or 6:00 p.m. and available until Midnight at all four off-site locations (as described in the table above) will not create adverse impacts on the adjacent residential neighborhoods. With the expectation that such parking will provide for complete parking for all 129 restaurant patrons and staff, no such related parking will occur on the streets leading into the adjacent neighborhoods. No additional lighting shall be added or is required for these parking locations to operate in the evening hours. Conditions of approval will be added requiring that all such patrons walking to their vehicles will not loiter, but will leave in a timely manner. Taken together with all the previously cited conditions of approval, the off-site parking provisions will not be detrimental to the public welfare or injurious to property or improvements in said neighborhoods.*

### **NORTH FAIR OAKS COMMUNITY COUNCIL (NFOCC) CONSIDERATION**

The NFOCC initially considered this item at their October 25, 2018 meeting. At that meeting, the neighborhood (as presented by the Selby Park Neighborhood Safety and Health Committee (SPC) in their October 20, 2018 letter; see Attachment G) and some NFOCC members expressed concerns about the discrepancies over the actual number, location and available times that the shared parking spaces would be available for the exclusive use for Chantilly patrons, particularly within the parking lot off the alley (including the eight spaces behind the K&L Wine Merchants retail store) and on the adjacent K&L Wine Merchants property. There were also concerns expressed on the logistics and travel route that valet parkers would take to pick up Chantilly patrons' vehicles and drive them to the Poly Clean business parking lot. More information to ensure that the impacts on the Selby Park neighborhood would be minimized was requested.

As a result, the NFOCC requested that County staff schedule a meeting to discuss these issues with interested Selby Park (SP) neighborhood residents (after which this item would come back to the NFOCC for their final consideration on November 29, 2018). The meeting, attended by several Selby Park neighborhood residents, occurred at the NFO Community Center on November 15, 2018. Prior to that meeting, County staff prepared and sent (via email) a response to all issues raised in the SP letter, including additional emailed comments sent by Mr. Manske (see Attachment H). Additionally, the applicant had submitted a response to the SPC's letter (Attachment I), as well as a Parking Plan that covered several critical elements of how the valet parking would be implemented and regulated (Attachment F). A summary of comments and consensus from that meeting follows:

#### Summary of Discussion/Comments at November 15, 2018 Meeting

While the SP group generally supported the County responses to the SPC's October 20, 2018 letter (including Kent's additional October 31, 2018 email questions) - including the neighborhood's shared goal that the restaurant succeed with minimal impacts to the surrounding neighborhood - the following issues were discussed, resulting in general consensus, with qualifications where noted.

- It was confirmed by staff and Tim Stannard (Chantilly applicant) that the numbers and times presented on the aerial graphic and hourly timetable do reflect the most accurate numbers, as reflected by the leases and communication with the K&L Wine Merchants representative.
- Employee parking will not be problematic, due to their staggered arrival, parking spaces available during the day in the parking lot off the alley, the addition of bike racks, communication from Chantilly to employees (including upon hiring) about parking limitations, together with offers of subsidized bus transit passes.
- While the restaurant will have 129 seats, its customer turnover would not double in the course of a busy (Friday/Saturday/weekend) evening, the greatest influx of patrons (generally filling the restaurant; arriving large parties aside) will occur around 6:30 p.m. – 7:00 p.m. Tim stated that based on his experience with valet parking, with 3-4 valet drivers working, directions he will provide to the valet service, and the way the cars will be parked in the closest adjacent parking areas, he doubts that the parking at the Poly Clean lot will often be needed.
- When the Poly Clean lot is used, the directed route of travel (as will be communicated to the valet service) will be through the alley (heading south, crossing Columbia Avenue) and exiting at Fifth Avenue, where they'll make a left turn, then a right turn into the Chavez Market parking lot, entering the Poly Clean Parking lot from the back. Return trips from here would exit the parking lot, turning right onto El Camino Real (ECR) and heading back to Chantilly.
- Tim will submit a plan to the County Department of Public Works (DPW) to extend the passenger-loading zone on East Selby Lane, extending it toward the alley.

Since speaking with DPW, their staff has indicated to Planning that Tim will also include on that plan the proposal to locate a similar passenger loading zone (i.e., 5:00 p.m. or 6:00 p.m. to Midnight, 7-days a week) along ECR directly in front of Chantilly. The Department of Public Works will assess and, if approved with a Resolution, will submit the request to Caltrans for their review and final approval.

- Customers will be informed (on website and upon taking reservations, be it on line or over the phone) that parking is severely limited in the surrounding neighborhood, and that valet parking is provided and encouraged, with signs at the restaurant informing where they are to drop off their cars upon arrival.
- A sign (whose specific language will be reviewed with the SPC) will be installed on the restaurant property and/or parking lot (at the alley entrance off East Selby Lane) that could include (for example) the following information:

*To Our Chantilly Patrons:  
All Parking is Restricted (from 5:00 p.m. – Midnight)  
And Provided by Valet Parking  
No Neighborhood Parking, Please  
(Turn This Way\*)*

(\*Arrow would inform/direct patrons that they are to turn right onto East Selby Lane, (to the loading zone) or right, again, into the alley for valet service. Staff will also investigate if part of the patron-directed signage could possibly include “No Right Turn” at the alley exit to East Selby Lane.)

- County staff will check the alley for signage to ensure (checking with the Fire Authority) that vehicle parking within the alleyway is not allowed.
- Whereas several of these agreements to be incorporated as Conditions of Approval (COA), County staff will be adding a COA that will require that the Use Permit be administratively reviewed for compliance with all conditions and agreements. Neighbors having any issues or questions will be able to contact Tim Stannard directly in his cell. Any issues, including the need for any minor amendments to any conditions (i.e., the parking plan) will be assessed and reviewed with the community prior to their implementation.
- The Chantilly Use Permit would be brought back for administrative review six months from the restaurant’s opening, to assess the logistics and performance of all associated parking measures. This review will be brought before the NFOCC for its review and comment, including review by interested SP neighborhood residents.

#### Recommendation by NFOCC on November 29, 2018

On November 29, 2018, the project was brought back to the NFOCC for their final consideration and recommendation, at which time they unanimously (with Linda Lopez abstaining since she’s a resident of the SP neighborhood) voted to recommend

approval of the Use Permit. No residents opposing the project spoke. Members representing the Chantilly parcel's ownership (including Mr. Paolino) spoke very positively of ECR Partners relative to what they believed would be both very responsible operators of the restaurant as well as partners with the community to ensure compliance with the parking provisions.

**ENVIRONMENTAL REVIEW**

The project is categorically exempt under the provisions of Class 1, Section 15301 (Existing Facilities), of the California Environmental Quality Act Guidelines. This section allows for the operation of and minor alteration to existing private structures, involving negligible expansion of use beyond that existing at the time of the lead agency's determinations. The Chantilly restaurant has been in operation generally since the early 1990s. The proposed number of seats (129) is less than the seating capacity from the restaurant's earlier days; the remodel and alteration activity does not create more floor area, but merely re-apportions seating capacity within the building.

**AGENCY REVIEW**

	Review	Conditions	Applicable/Met
County Building Inspection	Yes	Yes	Met; BLD 2018-00646 issued
County Public Works Department	Yes	Yes*	* Not Applicable in this case
County Environmental Health	Yes*	Yes*	* Met per review & pending final inspection approval under BLD 2018-00646
Menlo Park Fire Protection District	Yes*	Yes*	*Met per review & pending final inspection approval under BLD 2018-00646

**ATTACHMENTS**

- A. Findings and Conditions of Approval
- B. Vicinity Map
- C. Project Plans
- D. Aerial Map Showing Shared Parking Locations/Arrangements
- E. Project Properties with Shared Parking Agreements
- F. Applicant's Chantilly Parking Plan
- G. Letter from Selby Park Neighborhood Safety and Health Committee dated October 20, 2018
- H. Staff Response to Selby Park Neighborhood letter, dated November 8, 2018
- I. Chantilly Response to Selby Park Neighborhood letter, dated November 9, 2018
- J. Leases
- K. Valet Parking Proposal

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**County of San Mateo - Planning and Building Department**

# **ATTACHMENT A**

County of San Mateo  
Planning and Building Department

**RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL**

Project File Number: PLN 2018-00194

Hearing Date: December 20, 2018

Prepared By: David Holbrook  
Project Planner

For Adoption By: Zoning Hearing Officer

**RECOMMENDED FINDINGS**

For the Environmental Review, Find:

1. That the project is categorically exempt under provisions of Class 1, Section 15301 (Existing Facilities), of the California Environmental Quality Act Guidelines, which exempts minor alterations to existing private structures, where expansion of use is negligible.

For the Use Permit, Find:

2. The off-site spaces to be used to satisfy the project's parking obligation will be available as long as the uses requiring the spaces are in operation, as provided for in the submitted leases and agreed to in the Owner/County Agreement.
3. The peak hours of parking demand from all uses will not coincide in such a way that peak demand is greater than the parking provided, because the off - site/shared parking proposed occurs on lots whose businesses are generally closed during the hours that the parking spaces are reserved for the restaurant.
4. The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if off-site parking is not provided. A total of 75 off-site/shared parking spaces are available (which will be attended to by the restaurant's valet service), which far exceed the minimum of 40 spaces that are required.
5. A written agreement between the property owner(s) and the County, in a form satisfactory to County Counsel, will be submitted, and that the agreement will include: (a) A guarantee that there will be no alteration in the uses that will create a greater demand for parking, and a guarantee that any change of use will require immediate written notification to the County Planning and Building Department and an reassessment of the parking demand of the revised project and any necessary updates to the written agreement; (b) A guarantee among the property owner(s) for access to and use of the off-site parking facilities; (c) A provision that

the County may require parking facilities in addition to those originally approved, upon finding by the Planning Commission that adequate parking to serve the use(s) has not been provided; and (d) A provision stating that the County, acting through the Planning Commission, may for due cause and upon notice and hearing, unilaterally modify, amend, or terminate the Use Permit and/or agreement at any time. This agreement will be submitted for review and approval prior to the restaurant's opening.

6. That the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. The NFOCC has recommended approval and the local Selby Park Neighborhood supports the project pursuant to compliance with all applied conditions of approval, including a 6-month administrative review.

## **RECOMMENDED CONDITIONS OF APPROVAL**

### **Current Planning Section**

1. This approval applies only to the proposal as described in those plans, supporting materials and reports and as approved by the Zoning Hearing Officer on December 20, 2018. Minor revisions or modifications to the project may be made subject to the review and approval of the Community Development Director, if they are consistent with the intent of and in substantial conformance with this approval.
2. Prior to Planning's final approval of the subject building permit (BLD 2018-00646), the applicant shall submit to the County, for review and approval by the Community Development Director, a written agreement between the property owners/applicant (Paolino/ECR Partners) and the County, in a form satisfactory to County Counsel, that includes:
  - a. A guarantee that there will be no alteration in the uses that will create a greater demand for parking, and a guarantee that any change of use will require immediate written notification to the County Planning and Building Department and an reassessment of the parking demand of the revised project and any necessary updates to the written agreement;
  - b. A guarantee among the property owner(s) for access to and use of the off-site parking facilities;
  - c. A provision that the County may require parking facilities in addition to those originally approved, upon finding by the Planning Commission that adequate parking to serve the use(s) has not been provided; and

- d. A provision stating that the County, acting through the Planning Commission, may for due cause and upon notice and hearing, unilaterally modify, amend, or terminate the Use Permit and/or agreement at any time.
3. Prior to Planning's final approval of the subject building permit (BLD 2018-00646), each of the three subject leases for all off-site parking locations shall be revised (where and if necessary) to clearly indicate the number of each property's parking spaces that are specifically reserved for Chantilly for specifically identified hours. Should any of the three leases be terminated or changed (including to accommodate other users of the parking lot that are not parties to this application), remaining off-site parking at the off-site locations shall be assessed (or another off-site parking location secured) to ensure that the minimum required 40 spaces total are still being provided, pursuant to a revised parking plan, valet parking agreement and applicable new or existing/revised lease(s). Should the total number of spaces available fall under 40, the seating capacity at Chantilly shall be reduced to ensure compliance with the parking requirements (and secured by lease or amended lease where necessary). Additionally, as stated previously, should any access to approved parking areas be affected such that the number of available spaces drops below 40, the Use Permit would be subject to revocation until such parking deficiencies are remedied.
  4. Prior to Chantilly's formal opening date, the applicant shall have submitted for review and approval by the Community Development Director and shall have installed – including coordination, review and approval by the Chantilly restaurant applicant, K&L Wine Merchants representative, and the Selby Park Neighborhood Safety & Health Committee participants – one or two signs (located on the Paolino property; not within any County or other public right-of-way) with language directing patrons to where valet parking will be located, whose language minimally shall include:

To Our Chantilly Patrons:  
 All Parking is Restricted (from 5:00 p.m. – Midnight)  
 And Provided by Valet Parking  
 No Neighborhood Parking, Please

(Turn This Way\*)

*(\*Arrow would inform/direct patrons that they are to turn right onto East Selby Lane, (to the loading zone) or right, again, into the alley for valet service. Staff will also investigate if part of the patron-directed signage could possibly include "No Right Turn" at the alley exit to East Selby Lane.)*

5. In addition to the signage requirement cited in Condition No. 4, the Chantilly restaurant operator, shall include disclosures on its web site and in its communications with patrons as part of any reservation service communications, that due to highly limited and restricted neighborhood parking, valet parking is provided and mandatory.

6. No restaurant-associated parking shall be allowed to occur within the 20-foot wide alley roadway located behind the Chantilly restaurant.
7. Prior to the final inspection approval of Chantilly's building permit, the applicant shall submit to the Department of Public Works (DPW) a plan proposing the following: a) the extension of a passenger loading zone along E. Selby Lane (extending closer to the alley way entrance), and b) the establishment of a passenger loading zone in front of the restaurant along El Camino Real, affective from 5 or 6 PM to Midnight, both for the purpose of providing vehicle drop-off areas for the restaurant's valet parking service. While the E. Selby Lane passenger loading zone appears feasible, the proposal for a passenger loading zone along El Camino Real must be reviewed and approved by DPW and submitted to CalTrans for its review and approval. CalTrans' approval is not a requirement of this permit; only its submittal (by the time cited) for such review by DPW.
8. Valet service, upon transporting patron's vehicles from the pick-up point at the restaurant over to the Poly Clean business parking lot (3275 El Camino Real), shall travel along the preferred route that traverses through the alley in a southerly direction only, through the alley, crossing Columbia Avenue, continuing through the alley, and exiting at Fifth Avenue, from which point they shall (cross-traffic and safest conditions allowing) either cross or turn left onto Fifth Avenue, heading into the parking lot shared by Chavez Market, and proceeding to enter the Poly Clean parking lot from the back.
9. Six months from Chantilly's formal opening date, the Use Permit shall be administratively reviewed (with the applicable review fee paid), which shall include the Use Permit's consideration before the North Fair Oaks Community Council (including those residents who have expressed interest or concerns as represented by the Selby Park Neighborhood Safety & Health Committee), as to its performance per all conditions of approval. During the first six months, all questions and/or issues around parking provisions or any performance standards associated with restaurant's operation should first be reported directly to the applicant, Tim Stannard, by phone at (415) 269-5168 (or the officially appointed person responsible for the restaurant's operation), and then to County staff to ensure inclusion within the case record.

#### County Environmental Health Department

10. The Chantilly restaurant shall comply with all operational regulations and associated inspections as required by the County Environmental Health Department.

Menlo Park Fire Protection District

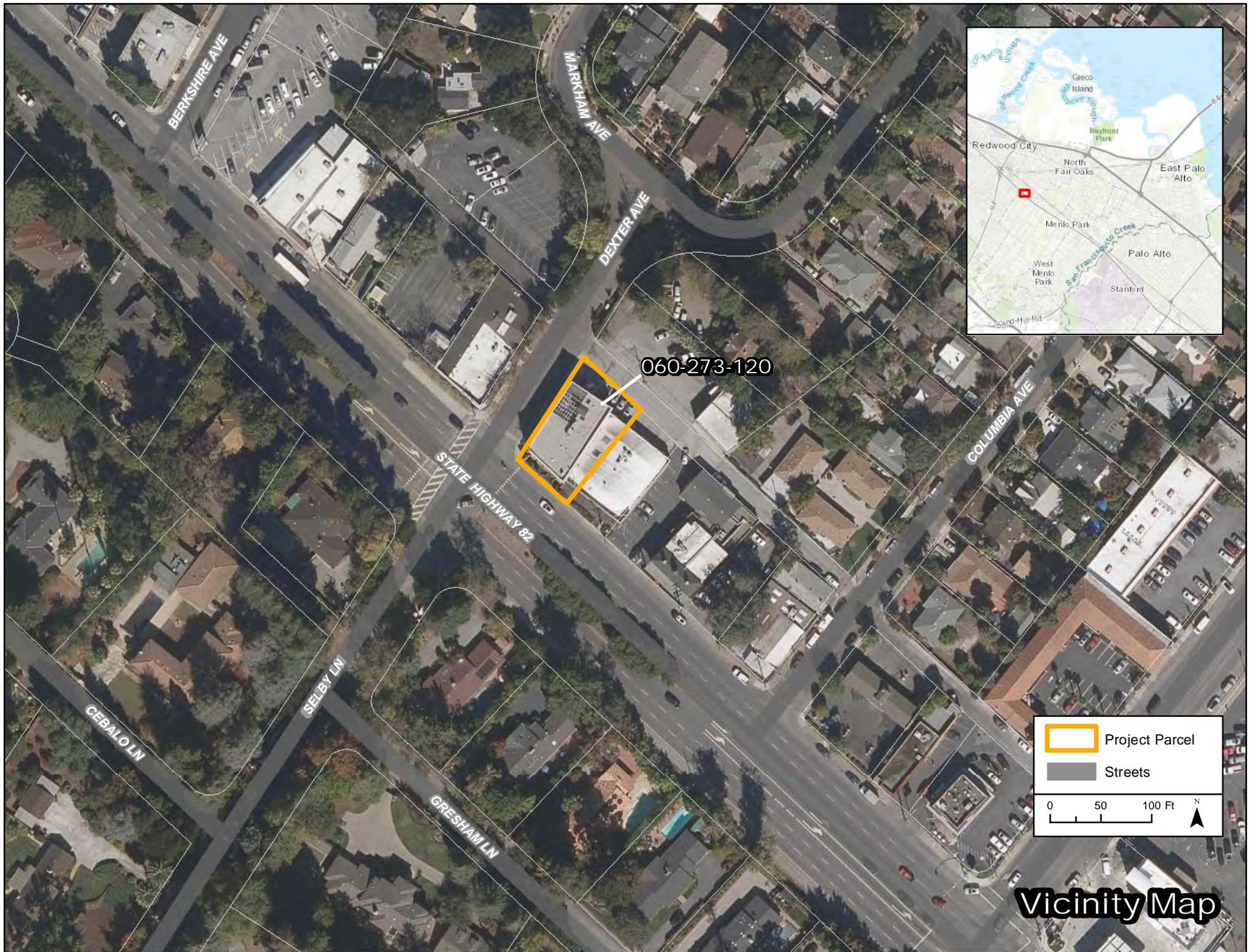
11. The Chantilly restaurant shall continue to comply with all requirements and safety inspections posed by the Menlo Park Fire Protection District, including but not limited to seating capacity limits, provision of adequate types, locations and numbers of fire extinguishers, functionality of the building's fire sprinkler system, adequate, identified and accessible egress and ingress points to ensure safe exiting from all critical points of the building's interior.

DJH:ann – DJHCC0597\_WNU.DOCX

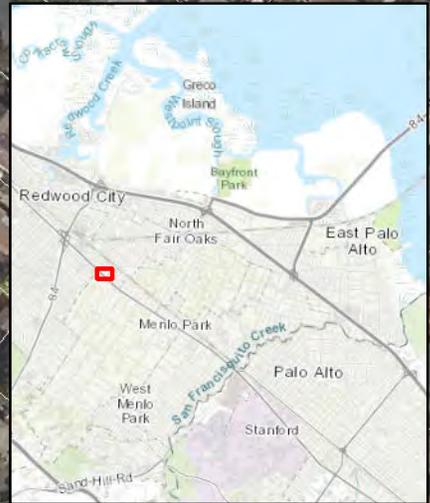


**County of San Mateo - Planning and Building Department**

# **ATTACHMENT B**



060-273-120



Legend:

-  Project Parcel
-  Streets

Scale: 0 50 100 Ft

North Arrow: N

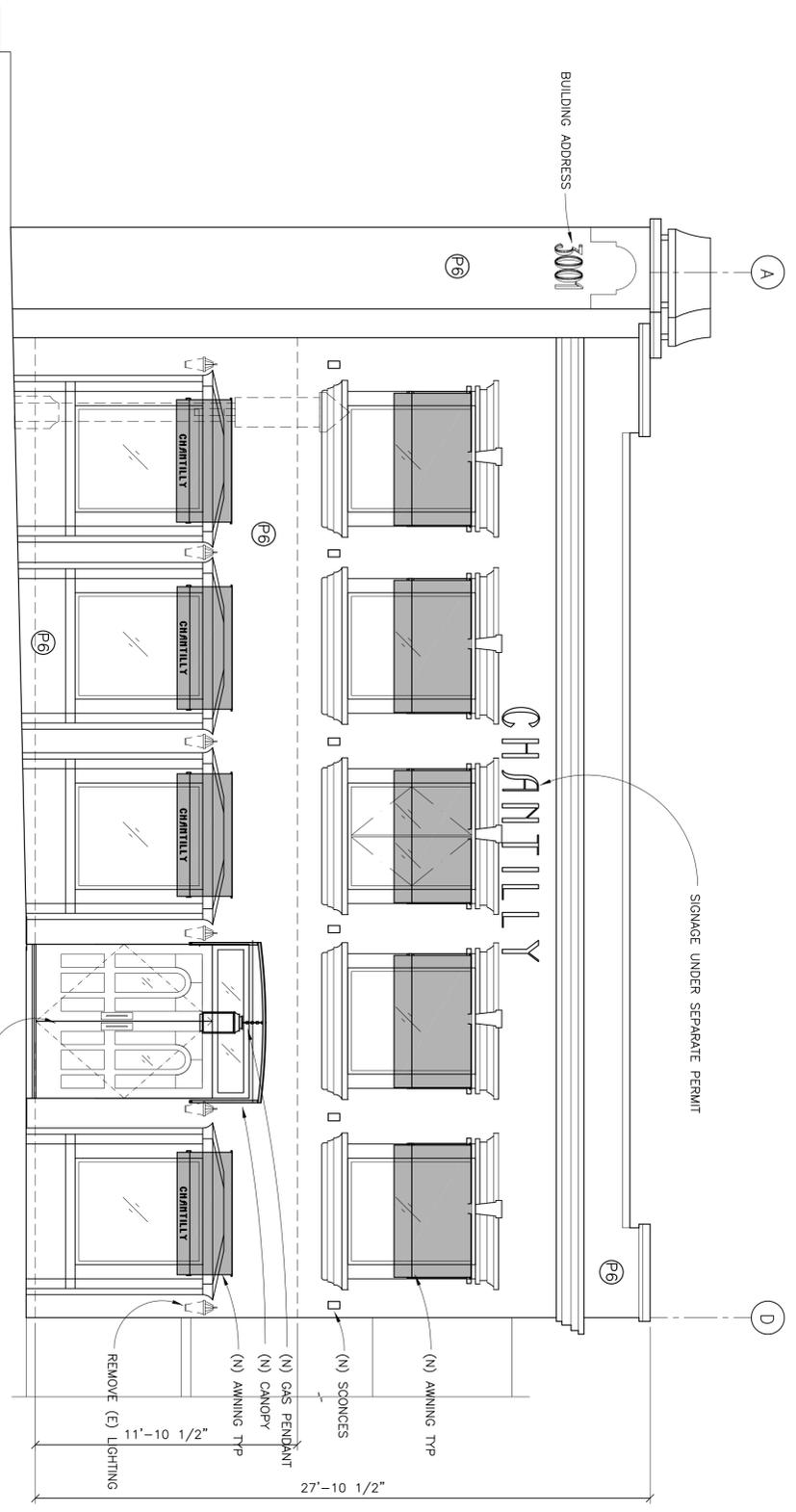
**Vicinity Map**



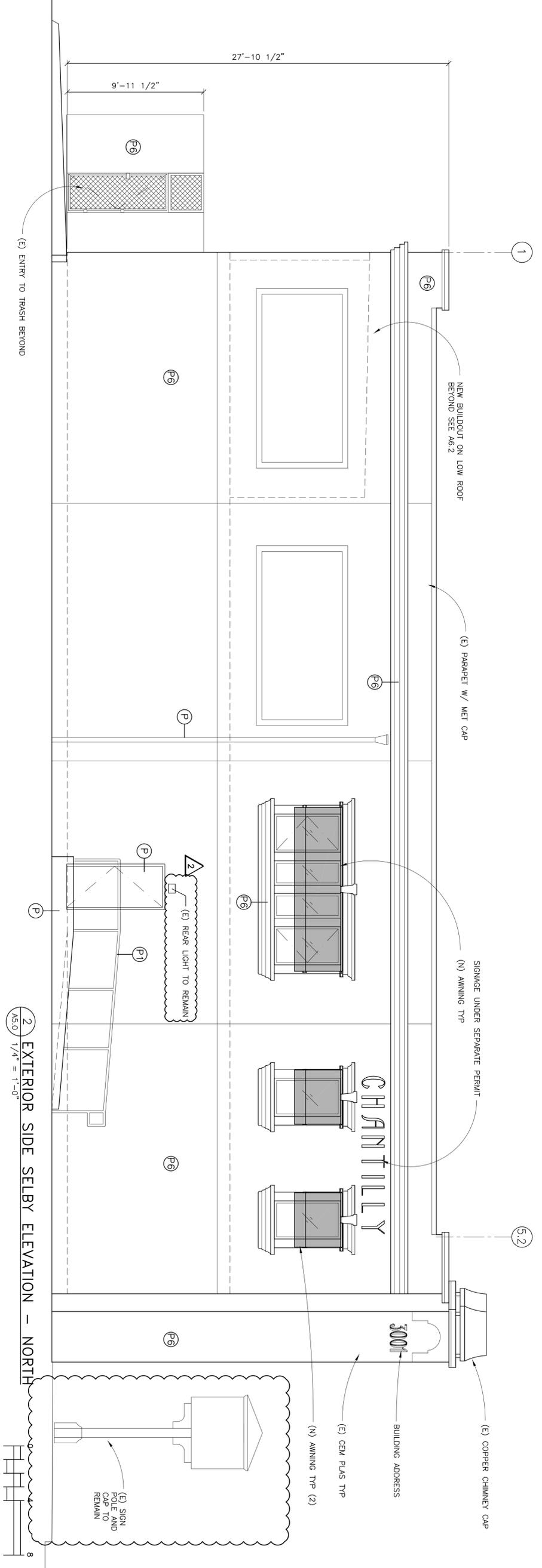
**County of San Mateo - Planning and Building Department**

# **ATTACHMENT C**





1 EXTERIOR FRONT EL CAMINO ELEVATION - WEST  
AS.0 1/4" = 1'-0"



2 EXTERIOR SIDE SELBY ELEVATION - NORTH  
AS.0 1/4" = 1'-0"

**SHC**  
ARCHITECT  
20 Sunny Cove Dr  
Novato CA 94949  
415-895-2112  
shcenv@shcarch.com



REV	ISSUED	DESCRIPTION
	3/16/18	BID ISSUANCE
	3/28/18	ISSUED FOR PLAN CHECK
△	6/4/18	PLAN CHECK REVISIONS
△	7/10/18	PLAN CHECK CLARIFICATIONS
△	8/20/18	OWNER REVISIONS

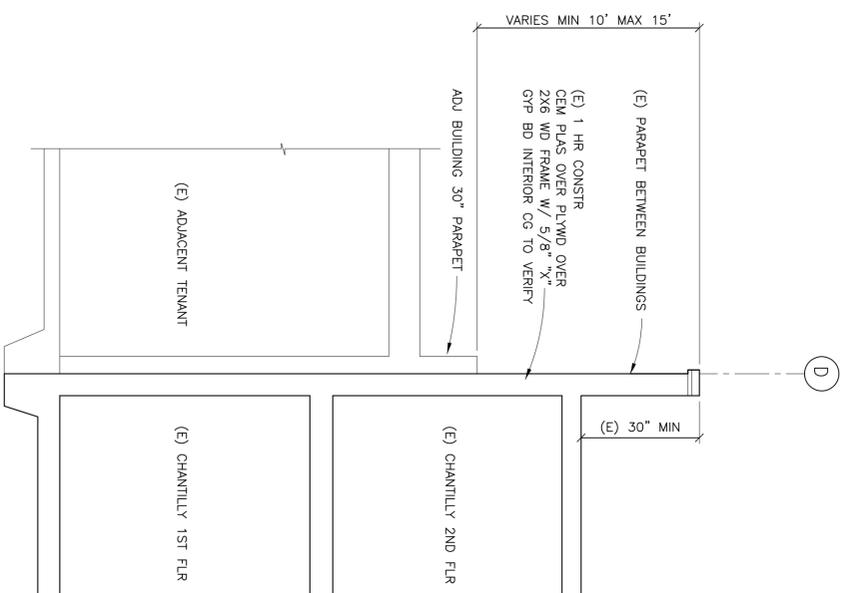
RESTAURANT TENANT IMPROVEMENTS for  
**CHANTILLY**  
3001 EL CAMINO REAL REDWOOD CITY CA

DRAWING TITLE:  
**EXTERIOR ELEVATIONS**

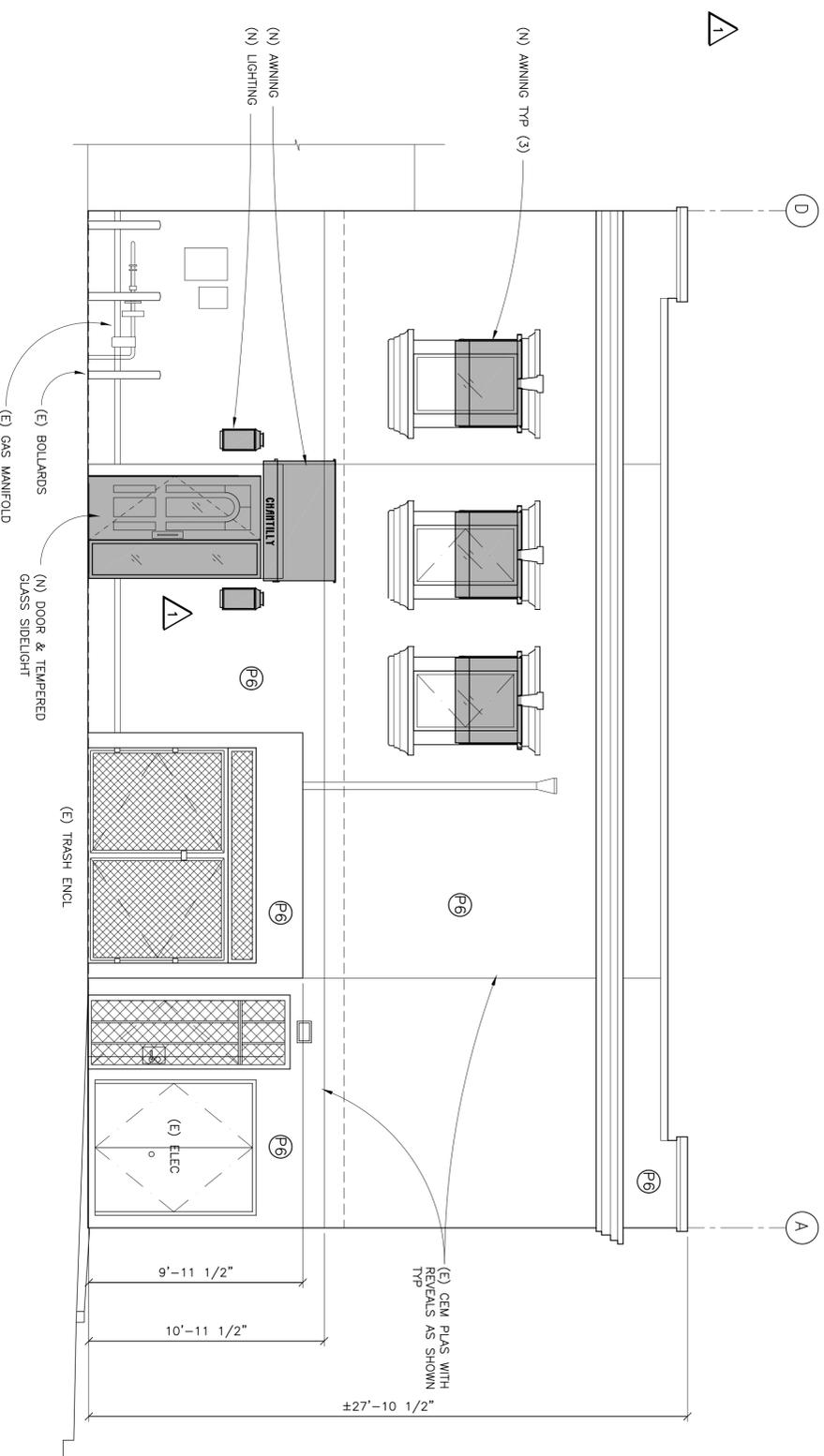
SCALE: AS NOTED  
DATE: -

SHEET NO.  
**A5.0**

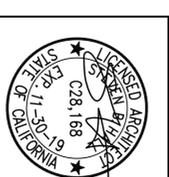
FILE 17-0401



2 EXISTING PARAPET SECTION AT ADJ BUILDING ST  
 A5.1 1/4" = 1'-0"



1 EXTERIOR REAR PARKING ELEVATION - EAST  
 A5.1 1/4" = 1'-0"



REV	ISSUED	DESCRIPTION
	3/16/18	BID ISSUANCE
	3/28/18	ISSUED FOR PLAN CHECK
△	6/4/18	PLAN CHECK REVISIONS
△	7/10/18	PLAN CHECK CLARIFICATIONS
△	8/20/18	OWNER REVISIONS

RESTAURANT TENANT IMPROVEMENTS for  
**CHANTILLY**  
 3001 EL CAMINO REAL REDWOOD CITY CA

DRAWING TITLE:  
**EXTERIOR  
 ELEVATIONS**

SCALE: AS NOTED

DATE: -

SHEET NO.

**A5.1**

FILE 17-0401







**County of San Mateo - Planning and Building Department**

# **ATTACHMENT D**

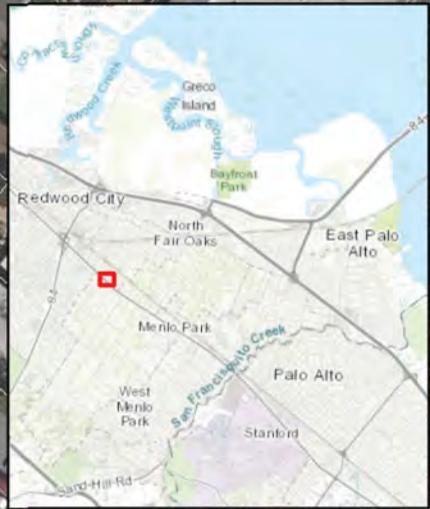
Chantilly Restaurant  
Owner: Paolino  
301 ECR. (060-273-210)  
No onsite parking

K&L Wine Merchants  
store. (060-273-220)

Parking lot off alley with K&L warehouse/office  
(060-273-130)  
Owner: Paolino; 3005/3017.  
ECR; 29 spaces total  
10 available to Chantilly: 10 AM - 7 PM  
All 29 available to Chantilly: 7 PM - Midnight

K&L Business (060-273-100)  
Owner: K&L Wine Merchants  
3033 ECR; 30 spaces total  
10 available to Chantilly: 6 PM - Midnight  
20 available to Chantilly: 7 PM - Midnight

PolyClean Cleaners:  
Owner: Theresa Winterling  
3275 ECR: (060-281-520)  
16 total spaces  
Reserved 6 PM - Midnight



**Legend**

-  Project Parcel
-  Parking Locations
-  Streets

0 50 100 Ft 

# Parking Locations Map



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT E**

**ALL PROPERTIES INVOLVED WITH SHARED PARKING ARRANGEMENTS**

<p><b>Chantilly Restaurant</b>          3001 ECR (Property Owner: Paolino)          APN: 060-273-210          Business Hours: 5:00 PM - Midnight          No on-site parking spaces</p>	<p><b>Parking Lot</b> (across the alley behind Chantilly)          (Property Owner: Paolino)          APN: 060-273-130  <b>K&amp;L Wine Merchants (retail store; adjacent)</b>          3005/3017 ECR (Property Owner: Paolino)          APN: 060-273-220 – <b>Lease Provided</b>          (K&amp;L closes by 6:00 PM; spaces reserved for K&amp;L during daytime hours)</p> <p>29 spaces total          10 available to Chantilly: 10 AM - 7 PM          All 29 spaces available to Chantilly: 7 PM – Midnight</p>
<p><b>K&amp;L Wine Merchants</b> (next to K&amp;L's retail store; warehouse/office; K&amp;L closes by 6:00 PM)          3033 ECR (Property Owner: K&amp;L Wine Merchants)          APN: 060-273-100 - <b>Lease Provided</b>          30 spaces total          10 spaces available to Chantilly: 6 PM - Midnight          20 spaces available to Chantilly 7 PM - Midnight</p>	<p><b>PolyClean Cleaners</b> (Approx. 725 ft. from Chantilly)          3275 ECR (Property Owner: Theresa Winterling)          APN: 060-281-520 - <b>Lease Provided</b>          16 spaces total (PolyClean closes by 6:00 p.m.)          All spaces reserved for Chantilly: 6:00 PM – Midnight</p>



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT F**

## 3001 El Camino Real

### Parking Plan

In order to provide safe and efficient parking for the patrons of 3001 El Camino Real, the following Parking Plan has been developed. All parking at this location will be controlled by a bonded and licensed valet company, who will be obligated to park cars in the following manner:

#### I. Employee Parking

- a. All employees will be notified at the time of hire, as well as in employee manuals and regular employee meetings about the limited amount of public street parking and the sensitivity of the neighbors to the small amount of public parking.
- b. All employees will be encouraged to utilize public transportation, bicycles or rideshare services whenever possible. In addition, as an incentive to use public transportation, the restaurant will allow employees to exclude up to \$255 of their transit expenses each month from their taxable income in order to encourage use of such alternative modes of transportation. Such so-called "commuter benefits" have a long history of success in the Bay Area or reducing unnecessary car traffic and parking congestion.
- c. The restaurant has secured 10 parking spaces directly behind the restaurant available 7-days per week, 24-hours per day. The restaurant anticipates a maximum of 17 employees working at any given time. With a significant portion of employees working "off hours" (i.e. janitors, day time prep cooks, office staff) when the restaurant is not open to the public, and the other employees incentivized to use alternative modes of transportation, the 10 secure parking spaces is more than ample.
- d. As a further incentive to reduce car trips to the restaurant, the restaurant will work with the landlord and county to provide locked bicycle parking racks in the rear parking lot behind the restaurant.

#### II. Signage

- a. As mentioned above, all employees will be notified upon hire, as well as in written and online employee manuals, and in employee meetings and as posted on employee signage, about the very limited street parking. All employees will be strongly encouraged to not drive to the restaurant and to utilize alternative modes of transportation.
- b. Patrons of the restaurant will be informed of the very limited street parking on the restaurant's website. Patrons will be encouraged by the website to take advantage of the valet parking service.
- c. Patrons making reservations over the phone (as opposed to the restaurant's website) will be informed verbally of the very limited street parking and will be encouraged to take advantage of the valet parking service.

- d. The restaurant will utilize a third-party online reservation service, such as OpenTable. As a condition of that service, all reservations made on the reservations system will receive a notice about the very limited street parking and will be encouraged to take advantage of the valet parking service.
- e. All guest reservations, whether made via the website, phone, or third-party reservation system will receive a reservation confirmation call 24-hours prior to the reservation date. During the confirmation call all guests will be notified about the very limited street parking and will be encouraged to take advantage of the valet parking service.

### III. Valet Parking

- a. The restaurant has secured 75 parking spaces for its use—nearly double the 40 spaces required under the current code. However, out of an abundance of caution, and a recognition of the historical parking issues under the previous management, in addition to providing nearly double the number of parking spaces required, the restaurant has also engaged the services of a local valet parking company to better control the parking situation.
- b. The valet parking company will utilize a “tandem parking” system, whereby each two parking spaces will be used to park three cars. The total number of cars then that the restaurant will be able to park at capacity will be at least 112 (or close to three times what is required under code).
- c. In a further effort to encourage patron use of the valet parking program, all valet parking will be provided at a \$0 upcharge in order to encourage patrons to utilize the valet parking service and not park on the public streets. The goal of the valet parking service is to confine all patron parking, as much as is reasonably possible and within the control of the restaurant, to the parking spaces leased and controlled by the restaurant.
- d. Cars and drivers will be met by the valet at the designated patron drop off point. Either in the expanded passenger loading zone on E. Selby lane, or directly behind the restaurant in the alleyway.
- e. Valets will receive the cars and park them using a tandem parking scheme (3 cars for every 2 parking spaces) in the designated parking lots in the following order:
  - i. Parking Lot behind 3001 El Camino Real (APN 060-273-130). Once that lot is full, the valets will move next to
  - ii. Parking Lot surrounding K&L Wine Merchants (APN 060-273-100). Should both of those lots ever fill completely, which is unlikely, the valets will move next to
  - iii. Parking Lot in front of PolyClean Cleaners (APN 060-281-520). In order to avoid using residential street to access the PolyClean parking lot, the valet is instructed to take the drop off car through the alleyway and across Columbia, exiting at Fifth Avenue. At Fifth Avenue, the valet will make a left-hand turn and continue along Fifth Avenue before turning right into the Chavez Supermarket parking lot and continuing directly to the PolyClean area. Cars being returned to 3001 El Camino Real by the valet will exit PolyClean on to northbound El Camino Real and arrive directly in front of the restaurant.



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT G**

## **SELBY PARK NEIGHBORHOOD**

North Fair Oaks, California

**TO:** North Fair Oaks Community Council  
Joe LaClair, County Planning Manager  
Lisa Aozasa, Deputy Community Development Director  
Paolino/ECR Partners, LLC

**FROM:** Selby Park Neighborhood Safety & Health Committee

**DATE:** October 20, 2018

**SUBJECT:** New Restaurant at 3001 El Camino Real, Redwood City

This letter expresses concerns by residents of the Selby Park Neighborhood in advance of the reopening of a restaurant (possibly Louis Steakhouse) at the former location of Chantilly. We only wish success and longevity for the new restaurant.

As a neighborhood, we desire a positive and respectful relationship with all business enterprises on the ECR/5th Ave Business corridor that borders our neighborhood. Unfortunately, we have a long history of problems with business activity compromising the health and safety of our residents.

We request that the San Mateo County Planning Department initiate and facilitate dialogue between Paolino/ECR Partners, LLC and the Selby Park Neighborhood Safety & Health Committee in order to address the affected neighborhood's health and safety concerns. Our concerns must be addressed prior to a final permit process for 3001 El Camino Real.

In 1998, when it first became public that a two-story restaurant was to be built on the site, our neighborhood expressed identical concerns around safety and health. We have the historic documentation to show our efforts in trying to work with the County and the former owner.

Below is a list of things we would like to discuss. Finding solutions in advance of the approval process is our goal.

### **Parking**

- How do we determine accuracy of seat count to determine parking requirements?
- Regarding off-site parking exemptions. Should conditions change, such as a leased lot is no longer available, what happens?
- How is the upcoming construction of Sunrise Senior Living, likely a two-year project, going to affect parking behavior?
- How do we discourage the use of residential streets for employee parking?
- How do we discourage the use of residential streets for patron parking?
- How does signage aid patron's understanding of restaurant parking options?
- How does signage discourage patrons from entering the neighborhood?
- How does a "residential permit parking" program support our safety issues?
- Can the restaurant educate patrons NOT to park in the neighborhood when they make reservations?

**Traffic**

- How do we discourage patrons from using residential streets to access the restaurant's parking lot?
- How do we discourage all delivery vehicles (food, beverage, uniform, supplies . . .) from using residential streets to provide restaurant services?
- Can the restaurant require deliveries to enter and exit ECR at East Selby Lane so they do not use residential streets?

**Noise**

- How do we discourage patrons from loud parking lot behavior that wakes up our children and insults our adults? This is often the result of heavy alcohol consumption.
- How do we eliminate the noise of crashing bottles into the restaurant's recycling bin?
- How do we eliminate the sound of power washing floor mats outside the restaurant every morning?

**Behavior**

- How do we discourage excessive alcohol consumption that compromises driving safety and results in loud obnoxious behavior?
- Once open, how can the neighborhood and the business keep respectful communication channels open? A clear channel of communication could potentially discourage individual residents from using local press and social media tools to publicly voice their concerns.

**Physical**

- How do we keep building and parking lot lights to a reasonable minimum?

Ultimately, this request is about public safety today, and in the future. Increasingly, Google Maps encourages cutting through our neighborhood rather than using the Business Corridor. It is fundamentally unsafe for restaurant delivery trucks to cut-through our neighborhood. Parking apps encourage parking in neighborhood, especially at lunch when only a handful of parking spots are allotted for restaurant use. Narrow streets lined with cars makes things extremely unsafe for children. Many parents in the neighborhood do not allow their children to ride bikes in fear of the reckless cut-through traffic.

In the past, our respectful efforts to educate restaurant patrons that parking in the neighborhood is unsafe for children has resulted in insulting behavior by patrons.

We look forward to discussing these matters. If you have any questions, feel free to contact Selby Park Neighborhood Safety & Health Committee at [selbyparknshc@gmail.com](mailto:selbyparknshc@gmail.com) or committee representative Kent Manske at 650-454-4570.

Sincerely,

Ann Baldwin, Dexter Avenue  
Avi Bello, Dexter Avenue  
David Beres, Dexter Avenue  
Mike Dobson, Waverly Avenue  
Elvira Gomez, Dexter Avenue  
Kent Manske, Dexter Avenue  
Joel Olson, Dexter Avenue  
Jeremy Reid, Markham Avenue  
Nanette Wylde, Dexter Avenue  
Nancy Zaro, Columbia Avenue



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT H**

**San Mateo County Planning and Building Department  
Memorandum**

**To: Selby Park Neighborhood Safety and Health Committee  
North Fair Oaks Community Council  
ECR Partners, LLC**

**From: County Planning and Building Department Staff**

**Date: November 8, 2018**

In preparation for the neighborhood meeting scheduled for November 15, 2018, County Staff have prepared responses to the Neighborhood's letter (dated 10/20/2018), as well as additional items cited in Kent Manske's email (dated 10/31/2018):

**Issues Raised in Letter Dated 10/20/18**

**Parking**

- How do we determine accuracy of seat count to determine parking requirements?

Response: One of the reasons why the parking standards incorporated into the new Zoning Regulations use square footage of the restaurant rather than the number of seats to calculate the number of parking spaces required is because the number of seats can easily change, and it is difficult to monitor those changes, whereas the square footage of the restaurant will not change. Similarly, the number of employees will likely fluctuate over time, while the square footage will not. As previously cited in the first NFOCC staff report, the new zoning regulations require one parking space for each 200 sq. ft. of gross floor area for restaurants. With the restaurant building's total size of 8,049 sq. ft., a total of 40 parking spaces are required to accommodate customers and employees. While these regulations do not limit seating or base parking requirements on a ratio of the number of proposed seats (the old regulations required 1 space per 200 seats, which for this project would have required 43 parking spaces) it is nevertheless important to understand that the Chantilly restaurant is proposed to have about 17 employees, and the submitted building plans specifically identify 129 seats (including bar seating).

In this case, since a Use Permit for Off-site/Shared Parking is required, there is a mechanism for controlling parking compliance more closely than would otherwise be the case. For example, as a condition of the Use Permit, if granted, staff can confirm the number of seats in the restaurant before it is allowed to open for business. Also, a subsequent administrative inspection (three or four months from Chantilly's opening date) could be required at which point staff could again confirm the number of seats. Finally, with regard employee parking, since the number of spaces available to the restaurant in the morning and up until 5 PM (by which time all staff are expected to be there) is somewhat limited, the applicant will have to include employee parking as a component of their parking plan. The critical issue here is that while some number of employees would typically come to work in the morning and leave before 5 PM (with some shifts running into the evening hours), there are limited nearby parking spaces available for them (the parking area - save for about 10 spaces - off the alley is reserved for K&L Wine Merchants parking until 5 PM and 6 PM). That said, the applicant has indicated they will

encourage staff to use public transportation (major bus transit lines run along ECR) and even to assist staff with "commuter benefit" allowances. The applicant should also consider providing bicycle parking/locking facilities behind the restaurant or somewhere in the large parking lot. Such elements could also be acknowledged and incorporated into a Parking Agreement with the County as required by the regulations, discussed further below.

Additionally, the applicant will be responsible for providing a full program/plan (Plan) showing how he believes the required patron parking will flow with Chantilly's opening hours, as well as where such cars will be parked (by availability, be it by patron or valet parking; where valet parking pick-up and delivery will occur, by what routes valets will take patrons' cars to, say, the PolyClean parking lot, etc.). The goal of that plan would be to ensure that all such parking, during all business hours, is confined to the subject parking areas as much as possible and that valet routes to parking lots limit, as much as reasonably possible, adverse impacts to local residential streets. While no plan can be anticipated or executed perfectly, it will at least provide both the restaurant, the County and the neighborhood with some basic logistics and expectations of how all parking arrangements will be executed against the evening's rise of incoming restaurant patronage. While the Plan will be acknowledged in the required Owner/County Agreement (mandated in the CMU-1 regulations for such shared parking arrangements), it could be amended as necessary to best fit what is learned and revised from feedback as the restaurant opens and the valet service is implemented.

- Regarding off-site parking exemptions, should conditions change, such as a leased lot is no longer available, what happens?

Response: As cited in the first NFOC staff report, the Zoning Regulations (Section 6767.9; Subsection c. 4.(a) thru (d)) include a requirement for a written agreement between the property owner(s) and the County, whereby any such changes in the agreed-upon parking provisions that would diminish the number of available parking spaces would require that the applicant (ECR Partners) inform the County, and that any such change may be subject to review and re-consideration of the Use Permit by the Planning Commission to modify, amend or terminate the Use Permit and/or agreement. Such an occurrence might trigger a required reduction in seating capacity in order to be consistent with the number of available parking spaces. Again, staff can recommend that a three/four-month administrative review of Chantilly's operation (from its opening date) and associated parking arrangements be conducted to assess the restaurant's overall performance against the Owner/County Agreement and all Use Permit conditions of approval.

- How is the upcoming construction of Sunrise Senior Living, likely a two-year project, going to affect parking behavior?

Response: While there are no specific requirements regarding construction parking that apply to Sunrise Senior Living, typically a contractor on a project of this scope will have a plan or program to deal with staging of the construction, including deliveries and parking. While it is unrealistic to expect that there will be no impact on public street parking in the neighborhood at times during construction, to date Sunrise has demonstrated a willingness to work with the neighbors to try and address neighborhood impacts. County staff can reach out to Sunrise and recommend that their contractor provide a designated person for neighbors to contact if/when construction impact issues arise.

- How do we discourage the use of residential streets for employee parking?
- How do we discourage the use of residential streets for patron parking?

- How does signage aid patron's understanding of restaurant parking options?
- How does signage discourage patrons from entering the neighborhood?
- How does a "residential permit parking" program support our safety issues?
- Can the restaurant educate patrons NOT to park in the neighborhood when they make reservations?

Response: As a condition of project approval and as required by the regulations, the County will require that the applicant produce, submit for review and implement a Parking Program, informing both their employees and patrons of where they can park during which hours within the designated parking lots subject to the Use Permit. Such program communication could be included on Chantilly's restaurant web site and via small signage/reminders within and around the restaurant at locations visible by both patrons and employees. The program should include details on how, and at what hours, patrons will be directed either to available designated parking areas or for dropping off/picking up their vehicles (i.e. in the alley behind the restaurant) for valet service to the designated parking areas. Such a program will be submitted for review by the County prior to Chantilly's final building inspection approval, including its possible incorporation into the required and previously cited Owner/County Agreement.

With regard to a residential permit parking program, County Staff will reach out to the Department of Public Works for additional information to be presented at the neighborhood meeting.

#### **Traffic**

- How do we discourage patrons from using residential streets to access the restaurant's parking lot?

Response: How the restaurant can assist via their advertising, website and signage to discourage patrons from using neighborhood streets rather than ECR and East Selby to access the parking lot can be disclosed as part of the Parking Program cited above.

- How do we discourage all delivery vehicles (food, beverage, uniform, supplies . . .) from using residential streets to provide restaurant services?
- Can the restaurant require deliveries to enter and exit ECR at East Selby Lane so they do not use residential streets?

Response: The applicant will likely be able to provide further detail on this. County staff can add a condition to the project approval requesting that Chantilly inform their product/support service vehicles to enter and exit via a route that minimizes transit on the residential streets, while fostering the most expeditious and effective routes for such deliveries.

#### **Noise**

- How do we discourage patrons from loud parking lot behavior that wakes up our children and insults our adults? This is often the result of heavy alcohol consumption.
  - How do we eliminate the noise of crashing bottles into the restaurant's recycling bin?
  - How do we eliminate the sound of power washing floor mats outside the restaurant every morning?
- Behavior
- How do we discourage excessive alcohol consumption that compromises driving safety and results in loud obnoxious behavior?
  - Once open, how can the neighborhood and the business keep respectful communication channels open? A clear channel of communication could potentially discourage individual residents from using local press and social media tools to publicly voice their concerns.

Response: The applicant will likely be able to provide information on how they have dealt with these issues with other restaurants they've operated in residential neighborhoods. Additionally, however, some of these issues could possibly be resolved with conditions of approval. For example, by requiring the Chantilly management to communicate and coordinate with employees to regulate and minimize the impact from some activities (e.g. recycling and mat washing), while others could be appropriately disclosed as reminders (e.g. loitering, alcohol consumption) to the public on their website.

## **Physical**

- How do we keep building and parking lot lights to a reasonable minimum?

Response: The project presently includes no additional lights in any of the parking areas. Conditions of approval could be added to prohibit any such additional lighting. Regarding lighting on the building exterior, conditions of approval can require that lighting along the ECR, East Selby Lane and rear alley sides be limited to that for signage and downcast lighting as needed for safety/security purposes. That said, the applicant has indicated that they'll be removing the large, well-lit monument sign, and only have a discreet building-mounted back-lit sign facing the ECR side.

## **Additional Issues Raised in E-Mail Dated 10/31/18**

- 1. NMU/ECR zoning formula for determining required parking spaces based on restaurant square footage seat count.**

Response: See the response above to the "Parking" issue from the 11/20/18 letter. Under the previous parking requirement for restaurants (1 parking space per 3 seats), 43 spaces would have been required for this proposal, so in this case the parking requirements are not markedly different with regard to the number of spaces required; 40 spaces are required based on the restaurant's total size of 8,049 sq. ft. (8049 divided by 200 = 40).

- 2. An explanation if employee parking is built into the formula above. How this formula was determined, specifically as it relates to labor heavy restaurant services compared to say a furniture store.**

Response: Again, as previously stated above, staff parking is not segregated from but included in the zoning regulations' parking requirement (as it also was under the prior regulations). In this case, because the Use Permit is required for Off-site/Shared Parking, the applicant will need to provide additional details regarding how staff and patron parking will be managed, as part of the previously cited Plan and as will be acknowledged in the Owner/County Agreement. In the CMU-1 regulations, the new parking requirement for retail stores is 1 space per 250 sq. ft., so more parking is required for restaurants versus retail stores.

- 3. NMU/ECR zoning regulations for off-site parking.**

Response: Again, this issue was responded to as cited above. The 10/25/18 NFOCC staff report reiterated the regulations with regard to required standards and findings to allow off-site/shared parking. While it's expected that more information will come to light as a result of the upcoming community meeting and the subsequent NFOC meeting, staff's recommendation (together with

conditions of approval) will be based on our assessment of the applicant's ability to comply with all such standards and findings.

4. **When available, an update on what the applicant and County have agreed meets zoning requirements for parking. Knowing this is a very complicated arrangement, with some parking available at 5 pm (9-10 Chantilly lot), more available at 6 pm (16 at Polyclean) and again more available at 7 pm (K&L), it would be best if this was presented by the County "hour by hour" with correlating numbers of patrons the restaurant is allowed to serve at these specific time periods.**

Response: The current graphic illustration represents - as best as we have received from both the Chantilly applicant and K&L Wine Merchants representative - all updated/corrected numbers of what parking is reserved for Chantilly at what times and at what locations. As for the PolyClean parking, Chantilly will speak with them to see if they can secure additional spaces beginning at 5 PM. Also, as stated in the "Parking" issue at the beginning of this document, the applicant will be responsible for providing a Plan showing how he proposes all of the required patron parking and associated valet services to work and be implemented to ensure that the allotted/reserved parking spaces (of which there are ample number to accommodate the Chantilly patrons) are most efficiently used with the minimum adverse impact to the neighborhood.

5. **How the neighborhood goes about requesting that a "No Right Turn" sign be installed at the location of exiting the restaurant's parking lot at the East Selby Lane. Note: There is currently a "No Left Turn" sign on the opposite side of the street. This was installed so Hannig Law employees and John Bentley patrons would not cut through the neighborhood when exiting the alley. We worked with the County to install this sign and the County replaced it once when it was stolen.**

Response: Staff has reviewed this request with County Public Works (DPW) and will provide additional information as soon as it is available. However, DPWs' initial response was that while they may approve installation of such a sign (e.g. no right turn after 7 PM), they cannot (nor can County Sheriff) enforce it. The alleyway is a generally public thoroughway to a public street (E. Selby), over which vehicles are allowed to pass and turn at will. Even local residents seeking a way home (to avoid traffic on ECR) may use the alley and choose to turn right. Further, the applicant has indicated that the valet service drivers will be instructed not to turn right onto E. Selby in the PM hours. That said, perhaps the parking Plan that Chantilly submits could also include disclosures and encouragements to their patrons (on their website, via telephone, other signage) to not turn right (as they are leaving the restaurant) onto E. Selby after 6 or 7 PM.

To: Selby Park Neighborhood Safety & Health Committee  
North Fair Oaks Community Council

From: Tim Stannard, 3001 ECR Partners, LLC

Date: November 9, 2018

RE: Selby Park Neighborhood Safety & Health Committee Letter dated October 20, 2018 and subsequent email from Kent Manske dated October 31, 2018.

Questions for the Restaurant Applicant from the October 20, 2018 Letter

**Parking:**

- How do we discourage the use of residential streets for employee parking?

While this is properly a question for the San Mateo County Planning Department (SMCPD), it should be noted that the current parking code accounts for both employee and customer parking in its ratio. However, beyond that, 3001 ECR Partners parent company, Bacchus Management Group, has a long history of encouraging its employees to use public transportation whenever possible, urging them to reduce vehicle trips to their worksites by promoting alternative commute modes, such as transit, carpooling, and/or bicycling. Bacchus Management allows employees to exclude up to \$255 of their transit or vanpooling expenses each month from their taxable income in order to incentivize the use of alternative modes of transportation for employee commutes.

- Can the restaurant educate patrons NOT to park in the neighborhood when they make reservations?

Yes. The restaurant can include language on its website noting the lack of street parking and encouraging its guests to utilize either the valet parking program or use alternative modes of transportation (car share services, public transportation, etc.). Similarly, reservationists can repeat the same message when confirming or making reservations verbally over the phone. Finally, the online reservations system can include a message about the limited amount of street parking when reservations are made via a third-party reservation system such as Open Table.

### Traffic:

- How do we discourage patrons from using residential streets to access the restaurant's parking lot?

All of the restaurant's parking will be controlled by the restaurant's valet parking company. Patrons will not have direct access to the parking lots. The valet company will be instructed to not use the local residential streets to either pick up or drop off patron's cars.

- How do we discourage all delivery vehicles (food, beverage, uniform, supplies...) from using residential streets to provide restaurant services?

All vendors will be notified NOT to use local residential streets when making deliveries to the restaurant. An open line of communication will be maintained with the local residents (Selby Park Neighborhood Safety & Health Committee) should any vendor delivery driver stray from this requirement.

### Noise:

- How do we discourage patrons from loud parking lot behavior that wakes up our children and insults our adults? This is often the result of heavy alcohol consumption.

Access to the parking lots (the area of the restaurant property that is closest to any residential building) is controlled by the valet parking attendants, not restaurant patrons. The entrance and exits to the restaurant are located on El Camino Real, not Selby Lane or in the rear of the building, which will minimize the likelihood of any interaction between the residents and the patrons of the restaurants. Beyond that, however, I feel compelled to note that this restaurant is intended to be a fine-dining establishment, similar in quality to Bacchus Management's other Michelin-Starred restaurants, and not a sports bar. Both of Bacchus Management's other Michelin-Starred restaurants, Spruce and The Village Pub have existed harmoniously in small neighborhoods similar to Selby Park for 12 years and 18 years, respectively.

- How do we eliminate the noise of crashing bottles into the restaurant's recycling bin?

All of the restaurant's recycling containers will be located inside the building—as they are at Bacchus' other restaurants.

- How do we eliminate the sound of power washing floor mats outside the restaurant every morning?

We do not use rubber mats in our restaurants. Instead, in order to help focus on keeping as pristine a kitchen environment as possible, our restaurants use low-profile carpets in our kitchens. Thus, there are no mats to wash every day. The only sound created is the sound of the carpets being vacuumed every 30 minutes. In addition, the janitorial mop area—which is what is typically used by restaurants to wash down mats—is located inside the restaurant.

## Behavior:

- How do we discourage excessive alcohol consumption that compromises driving safety and results in loud obnoxious behavior?

Serving alcohol comes with great responsibility. In California, a restaurant and its employees can face criminal charges for serving alcohol to an intoxicated customer. They can also be held liable if an intoxicated customer's actions lead to a death, injury or property damage. Because of that, and other reasons, Bacchus Management requires all dining room managers and bartenders to maintain an up to date certification from ServSafe Alcohol (a safety training program developed and managed by the National Restaurant Association) as a condition of employment, as well as instructing new hires to complete ServSafe Alcohol's online training option prior to starting the job.

- Once open, how can the neighborhood and the business keep respectful communication channels open? A clear channel of communication could potentially discourage individual residents from using local press and social media tools to publicly voice their concerns.

As with all Bacchus Management properties, the restaurants are built to serve the needs of their communities. Keeping an open line of communication with the community is key for all aspects of our business, not just for potential complaints or threats of poor social media scores, but to ensure that the goods and services of the restaurant are meeting the needs and expectations of the community. This includes supporting the local communities in the restaurant's charitable endeavors and fundraising activities. The Village Bakery & Café, for example, recently hosted a community "Spaghetti Feed" to help raise money to upgrade the Woodside Fire Station; and The Village Pub has long been the largest business donor to the local elementary school for nearly two decades.



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT J**

PARKING SPACE LEASE AGREEMENT

Poly. Corp

ECR PARTNERS LLC

as Lessor, does hereby agree to let to \_\_\_\_\_, as Lessee, 16 parking spaces located at 3375 ECR, ALBERTA (Building/Street Address) \_\_\_\_\_ (City), ALBERTA (State). The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

Terms and Conditions:

1. Items Left in Vehicle. Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicles.
2. Damage to Vehicle. Lessor shall not be responsible for damage to Lessee's vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. Payments by Lessee. Lessee agrees to pay Lessor \$ 1 per month for the lease of the aforementioned parking spaces. Lessee is to make such leasehold payment to Lessor or Lessor's Agent in person (or by mail) at 3375 ECR, ALBERTA, CAN. address. Payments shall be made in advance by Lessee on the first of each month, or other agreed date.
4. Receipts by Lessor. Lessor agrees to provide a receipt to Lessee upon request for each payment received. Such receipt shall show the amount paid and number of the leased parking spaces.
5. Termination. Either party may terminate this Agreement by providing written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

EXECUTED AND AGREED by the parties hereto, this the 31 day of MAY, 2018.

[Signature]

Lessor

[Signature]

Lessee

3375 El Camino Real  
Alhambra, CA. 94027

Lessor's Address

3001 El Camino Real.  
River CA

Lessee's Address

**PARKING SPACE LEASE AGREEMENT**

**BBCK Enterprises, Inc DBA**

K & L Wine Merchants, as Lessor, does hereby agree to let to ECR Partners, LLC, as Lessee, 25 parking spaces located at 3033 El Camino Real, Redwood City, CA 94061. The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

25 parking spaces are available 7 days a week between the hours of 7:00 PM and 12:00 AM. 10 of the spaces are located on the north side of the building at 3033 El Camino, and 15 spaces are located on the south side of the same building.

Lessee shall furnish a certificate of liability insurance favoring the Lessor.

**Terms and Conditions:**

1. **Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicles.
2. **Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. **Payments by Lessee.** Lessee agrees to pay Lessor \$1,250 per month for the lease of the aforementioned parking spaces. Lessee is to make such leasehold payment to Lessor or Lessor's Agent in person (or by mail) at 3005 El Camino Real, Redwood City, CA 94061. Payments shall be made in advance by Lessee on the first of each month, or other agreed date.
4. **Receipts by Lessor.** Lessor agrees to provide a receipt to Lessee upon request for each payment received. Such receipt shall show the amount paid and number of the leased parking spaces.
5. **Termination.** Either party may terminate this Agreement with 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

EXECUTED AND AGREED by the parties hereto, this the 25<sup>th</sup> day of May, 2017.

BBCK Enterprises, Inc / Bette-Zucker Partnership

Todd Zucker, President \_\_\_\_\_

Lessor

Lessee

3005 El Camino Real  
Redwood City, CA 94061 \_\_\_\_\_

Lessor's Address

Lessee's Address



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT K**

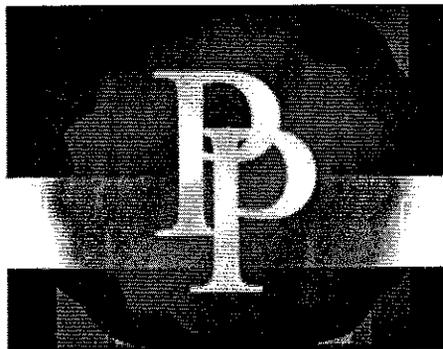
# VALET PARKING PROPOSAL

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**3001 ECR Partners LLC**

## **Precision Parking**

170 Glenn Way, Suite 13  
San Carlos, CA 94070



## VALET PARKING PROPOSAL

THIS valet parking PROPOSAL, dated November 5, 2018 for reference purposes, is by and between 3001 ECR Partners LLC and DEREK TURNER, sole proprietor, Precision Parking (Operator).

### ARTICLE I PURPOSE OF THE PROPOSAL

The purpose of this proposal is to state the terms and conditions pursuant to which Operator shall furnish a specified number of uniformed valet parking attendants who are fully qualified and capable of the operation and handling of vehicles for patrons at:

**Restaurant Location:  
3001 El Camino Real  
Redwood City, CA 94061**

### ARTICLE II FURNISHING OF ATTENDANTS, RESPONSIBILITIES & EQUIPMENT

Operator shall furnish uniformed attendants to provide valet parking service and maintain/operate 3001 ECR Partners LLC, Restaurant parking lot according to the number of days and hours set forth below:

**Monday - Sunday: 5:00pm-11:00pm\***

\*end time TBD

- 3001 ECR Partners LLC, Restaurant and Precision Parking will work together to determine the correct staffing hours and number of valet attendants. Within two weeks of operation, we should be able to determine if adjustments are necessary to the staffing hours.

Operator shall provide valet parking services to all patrons of 3001 ECR Partners LLC, Restaurant. Their responsibilities are limited to moving and staging cars where directed to, along with greeting customers. These attendants are not responsible for any vehicle maintenance, washing of vehicles, or any other tasks unrelated to the moving of vehicles.

- Valet parking attendants will use specified parking locations (see below) to accommodate the valeted vehicles. Vehicles will be parked in lined parking stalls, and double parked in the assigned lots when necessary, maximizing space. All vehicles will be parked on private property, not public streets. Additional lots will be rented and paid at the expense of 3001 ECR Partners LLC, Restaurant.

VALET PARKING LOTS FOR USE	MARKED STALLS FOR VALET USE	ADDITIONAL CARS IF DOUBLE PARKED	TOTAL CARS LOT CAN ACCOMMODATE
3001 El Camino Real, Redwood City, CA 94061	29	43	43
3005 El Camino Real, Redwood City, CA 94061	30	45	45
3275 El Camino Real, Atherton, CA 94027	16	24	24
TOTAL NUMBER OF CARS	75	112	112

The valet service shall be prominently and tastefully noticed by appropriate signs displayed at such locations, and in such manner, as designated by 3001 ECR Partners LLC, Restaurant. The cost of these signs shall be at Operator's expense.

While on duty, each attendant furnished by Operator shall be well-groomed and completely outfitted in the appropriate seasonal uniform agreed upon by 3001 ECR Partners LLC, Restaurant and Precision Parking.

Each attendant shall be above the age of 18 years, have a valid, duly authorized driver's license, and be otherwise qualified and capable of performing the services required to be undertaken hereunder. There shall be no fewer than one (1) English-speaking attendant on duty at all times when valet service is offered.

**ARTICLE III**  
**DUTIES AND CONDUCT OF ATTENDANTS**

The conduct and behavior of each attendant as well as Operator, is to be determined by written, standard rules to be agreed upon between 3001 ECR Partners LLC, Restaurant and Operator and by such other special instructions, oral or written, as may be issued from time to time by 3001 ECR Partners LLC, Restaurant.

The services to be provided pursuant to this proposal shall be performed by qualified, efficient, careful, courteous attendants in strict accordance with the recognized best practices of other operators in the community and with the standard and special instructions issued by 3001 ECR Partners LLC, Restaurant.

Operator further agrees to keep the parking lot, always, in a neat, clean, and orderly condition free of refuse, trash, or other material.

If, for any reason whatsoever, 3001 ECR Partners LLC, Restaurant believes that any attendant is not properly carrying out of performing his/her duties, Operator shall immediately remove that individual from 3001 ECR Partners LLC, Restaurant premises and from the performance of further services under this proposal and shall simultaneously substitute a fully qualified employee.

**ARTICLE V**  
**EMPLOYEES OF OPERATOR**

All attendants furnished by Operator shall be its regular employees and shall, always, be subject to its direct supervision and control. Operator shall have the sole responsibility for paying all salaries, taxes (including, but not limited to, federal social security taxes and federal and California unemployment taxes) and all other expenses relating to each insurance policy covering all attendants and employees of Operator engaged in performing the services required under this proposal.

**ARTICLE VI**  
**REPORTING TO AND CONFERRING WITH PRECISION PARKING**  
**EMPLOYEES**

The supervisory personnel of Operator, who are responsible for the direct supervision of the attendants, shall be available during normal business hours to report to and confer with the management of 3001 ECR Partners LLC, Restaurant.

**ARTICLE VII**  
**COMPLIANCE WITH APPLICABLE STATUTES**  
**ORDINANCE, AND REGULATIONS**

In performing the services required of it under this proposal, Operator shall strictly comply with all applicable federal, state, county, and city statutes, ordinances, and all other applicable regulations.

**ARTICLE VIII**  
**INSURANCE**

Operator shall furnish, at its own expense, and keep in full force and effect at all times during the term of this agreement, a comprehensive broad form general liability insurance policy covering the operations and activities of Operator under this proposal, including claims and liability to the public or damage or injury to 3001 ECR Partners LLC, Restaurant incident to the use or occupancy of 3001 ECR Partners LLC, Restaurant parking lot and all other areas to be served by Operator or resulting from any accident occurring in or about or from Operator's use of the same. The insurance policy must specifically name 3001 ECR Partners LLC, Restaurant as an additional insured. Such insurance shall cover the contingent liability of 3001 ECR Partners LLC, Restaurant and shall be payable to 3001 ECR Partners LLC, Restaurant and Operator as their respective interests may apply. Such insurance shall be in the amount of at least \$5,000,000 liability coverage.

Operator shall deliver to 3001 ECR Partners LLC, Restaurant certificates of such

insurance coverage with evidence by stamping or otherwise of the payment of the premiums and shall deliver evidence of each renewal there of at least twenty (20) days prior to the expiration of any policy or coverage then existing. Operator shall provide a separate endorsement or other evidence satisfactory to 3001 ECR Partners LLC, Restaurant evidencing that 3001 ECR Partners LLC, Restaurant is an additional insured. Neither party shall knowingly do or suffer anything to be done whereby any of the required insurance shall or may be invalidated either in whole or in part. Each policy shall provide that the carrier or carriers shall notify the parties not less than thirty (30) days prior to any cancellation by such carrier of the coverage.

#### **ARTICLE IX** **INDEMNIFICATION**

Operator shall defend, indemnify, and hold 3001 ECR Partners LLC, Restaurant harmless from any loss, cost, liability, damage, injury, claim, or expense arising from the willful or negligent acts or omissions of Operator or its agents, contractors, or employees in connection with Operator's duties and obligations pursuant to this proposal.

#### **ARTICLE X** **TERM OF PROPOSAL**

The term of this proposal shall commence on a date TBD and shall continue in full force and effect thereafter until termination by either party (at any time), upon written notice from one to the other. Such termination shall not prejudice any other remedy to which the terminated party may be entitled, either at law or in equity.

#### **ARTICLE XI** **TERMINATION OF PROPOSAL**

If Operator violates or habitually neglects the duties required to be performed by it under this proposal, 3001 ECR Partners LLC, Restaurant may, at its option, immediately terminate this proposal for cause by giving written notice of termination to Operator in the manner and with the effect specified in Article X.

#### **ARTICLE XII** **MISCELLANEOUS PROVISIONS**

A. Attorney's Fee: In any action between 3001 ECR Partners LLC, Restaurant and Operator seeking enforcement of any of the terms and provisions of this proposal or in connection with the premises, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, and a reasonable attorney's fee.

B. Payments and Notices: Any sums or notices to be paid or given by either of the

parties here to the other here under may be delivered in person, or may be deposited in the United States mail, duly registered and certified, with postage prepaid, and addressed to the party for whom intended at a street address as follows:

To Operator: Precision Parking  
170 Glenn Way. Suite #13  
San Carlos, CA 94070

Or at such other street address as either of the parties may hereafter designate in writing. Services of any written notice shall be deemed complete at the time of personal delivery or within three (3) days after the mailing as provided above.

C. Construction and Effect: All remedies contained in this proposal are cumulative and not exclusive. The waiver of any breach shall not constitute a waiver of any prior or subsequent breach. The article headings are used only for the purpose of convenience and shall not be deemed to limit the subject of articles or be considered in their interpretation. Each and all the obligations, covenants, conditions, and restrictions of this proposal shall inure to the benefit of, and be binding upon and enforceable against, as the case may require, the heirs, successors, executors, administrators, personal representatives, and assigns of the respective parties.

D. Independent Contractor: Operator shall act as an independent contractor and shall retain complete control over its agents and employees. Operator shall have no authority to contract for or otherwise bind 3001 ECR Partners LLC, Restaurant.

E. Entire Proposal: This proposal contains the entire agreement of the parties with respect to the matters covered by this proposal, and no other agreement, statement, or promise made by any party, or any employee, officer, or agent of any party shall be binding or valid if it is not contained in this proposal.

Derek Turner  
CEO, Precision Parking