

CITY OF PATTERSON PLANNING COMMISSION AGENDA
REGULAR MEETING
THURSDAY, OCTOBER 13, 2016, AT 7:00 P.M.
City Council Chambers
1 Plaza, Patterson, California

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Planning or Public Works Department at (209) 895-8000. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEMS FROM THE PUBLIC The public wishing to address the Planning Commission on items that do not appear on the agenda may do so; however, the Planning Commission will take no action other than referring the item to Staff for study and analysis and may place the item on a future agenda [Resolution 92-25].

Any member of the audience desiring to address the Planning Commission regarding a matter on the agenda, please raise your hand or step to the podium at the time the item is announced by the Chairperson. In order that all interested parties have an opportunity to speak, any person addressing the Planning Commission will be limited to a maximum of five (5) minutes unless the Chairperson grants a longer period of time.

STATEMENT OF CONFLICT BY COMMISSIONERS

RIGHT TO APPEAL Any person who is dissatisfied with the decision of the Planning Commission, may appeal such action to the City Council within ten (10) business days after action.

CORRESPONDENCE None

INFORMATIONAL ITEMS None

CONSENT AGENDA

1. Planning Commission Meeting Minutes of September 22, 2016

AGENDA ITEMS

1. **Presentation:** **Measure L**
Staff will provide an informational presentation regarding Stanislaus County Measure L proposed for the upcoming November election.

2. Public Hearing:

Lot Line Adjustment #16-02 Thompson Chevrolet, s/w corner of Sperry Avenue and Highway 33, APN #'s 048-043-018, 019

The proposed lot line adjustment, submitted in accordance with State and City requirements, would reconfigure two existing lots. An 11.68 acre lot, APN 048-043-018, where the former DMSI facility is located, at the southwest corner of Sperry Avenue and Highway 33 would be reduced to 11.05 acres. The surplus property would be added to APN 048-043-019, a 2.56 acre lot, where Thompson Chevrolet is located, which is located to the north of the larger parcel.

3. Public Hearing:

Architectural & Site Plan Review #16-03, Planned Development #16-02, Tentative Parcel Map #16-03, Development Agreement #16-01, Westside Self Storage Baldwin, west side of Baldwin Road north of Sperry Avenue, APN # 021-026-026

Consideration of a self-storage facility on 9.58 acres on the west side of Baldwin Road, approximately 750 feet north of Sperry Avenue. The project would include six storage buildings totaling 28,900 square feet each, three storage buildings of 17,255 square feet each and a 1,500 square foot office building for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space. Included with the application is a parcel map that would divide the property into eight parcels ranging from 0.92 to 1.93 acres in size. The stated reason for the division is for financing of the project as phases are built. The Planned Development application requests exceptions from three development standards outlined for the Industrial Business Park Zone where the project is located: 1) The maximum building coverage is 50 percent, the applicant proposes 54.3 percent building coverage. 2) The maximum impervious surface coverage is 80 percent. The applicant proposes 85.9 percent. 3) The minimum lot size is 1.5 acres. The applicant requests lots as small as 0.92 acres.

- ITEMS FROM STAFF
- ITEMS FROM COMMISSION
- ADJOURNMENT

**CITY OF PATTERSON
PLANNING COMMISSION MINUTES
SEPTEMBER 22, 2016**

The Planning Commission regular meeting of September 22, 2016 was called to order
By Chairperson West at 7:01 p.m.

SHOWN PRESENT: Chairperson West, Vice Chairperson Applegate, Commissioner Bingham
and Commissioner Bendix. Also shown present were Planner Andrews, Associate Planner
Rodriguez, City Attorney Hallinan, and Planning Commission Secretary Ochoa. Shown excused
was Commissioner Barba.

ROLL CALL: Chairperson West, Vice Chairperson Applegate, Commissioner Bendix,
Commissioner Bingham

EXCUSED: Commissioner Barba

ITEMS FROM PUBLIC: None

STATEMENT OF CONFLICT BY COMMISSIONERS:

Vice Chairman Applegate will excuse himself from the Walmart project item as he resides
within 500 feet of the project site.

CORRESPONDENCE: None

INFORMATIONAL ITEMS:

Commissioners discussed the informational item.

CONSENT AGENDA:

Motion to approve Planning Commission Meeting Minutes of August 25, 2016

Second: Commissioner Bendix
Commissioner Bingham
Motion passed: 4-0 Vote
Excused: Commissioner Barba

ROLL CALL: Chairperson West, Vice Chairperson Applegate, Commissioner Bendix, Commissioner Bingham
Ayes: Chairperson West, Vice Chairperson Applegate, Commissioner Bendix, Commissioner Bingham
Noes: None
Excused: Commissioner Barba

AGENDA ITEMS:

1. **Presentation: Measure L**
Staff will provide an informational presentation regarding Stanislaus County Measure L proposed for the coming November election. **(CONTINUED TO THE NEXT MEETING)**
2. **Report: City Tree Program**
A presentation regarding previous and ongoing actions taken related to the City's tree programs.

Planner Andrews gave the presentation

Open Public Hearing: 7:22 p.m.

1. **Troy McComack, 620 Pine Creek Lane** – He asked questions regarding the tree planting list and the types of trees that can be planted.
2. **Josie Sanchez, 537 Pitscottie Lane** - She had a dead tree and said her tree was removed and never got replanted. She asked for verification of this plan and what it means.

Close Public Hearing: 7:25 p.m.

Vice Chairman Applegate excused himself

3. **Report: Walmart**
Review of concerns presented by citizens related to the operation of the Wal-Mart Center. **(This item is being continued – Awaiting further information from Walmart)**

Public Comment: 7:26 p.m.

1. **Josie Sanchez, 537 Pitscottie Lane, Patterson** – She spoke about the letter she previously submitted. She spoke about the power washer noise early in the morning. The RV's that are parked in the parking lot all night. She reviewed the issues she spoke about at the last meeting.
2. **Lupita Leon, 549 Pitscottie Lane, Patterson** – She spoke about the RVs that are there all night and the all night noise.

3. **Dan Guenther, 545 Pitscottie Lane Patterson** – He does not agree with the approval of the Walmart online pick-up project that was previously approved. He said the traffic is only going to get worse.

Close Public Comment: 7:34 p.m.

Vice Chairman Applegate returned to the meeting

4. **Public Hearing: Conditional Use Permit, #15-05, Harmony Massage, 600 N. 2nd Street, Ste. 2, APN # 047-022-033**
Review of a Massage establishment at 600 N. 2nd Street, Ste. #2 in the GC, General Commercial District. Massage establishments require a Conditional Use Permit within the GC District. Since its approval date, staff has not received any complaints. The project is exempt from review under the California Environmental Quality Act.

Open Public Hearing: 7:40 p.m.

No public testimony

Close Public Hearing: 7:40 p.m.

Commissioners discussed the proposed project and asked questions of staff.

Motion to approve the review of Conditional Use Permit, #15-05, Harmony Massage, 600 N. 2nd Street, Ste. 2, APN # 047-022-033, with no further review
Commissioner Bendix

Conditional Use Permit

- 1) That the applicant shall be submit fingerprints, subject to a fee to cover actual costs, to submit to Department of Justice through LiveScan or equivalent, and may submit additional fee to cover the actual costs for subsequent arrest notice for renewal applications, to determine whether the applicant has any of the following:
 - (A) All convictions for any crime involving conduct which requires registration under California Penal Code Section 290 (Sex Offender Registration Act),
 - (B) Convictions of violations of California Penal Code Sections 266i (pandering), 315 (keeping or residing in house of ill-fame), 316 (keeping disorderly house), 318 (prevailing upon person to visit place for gambling or prostitution), 647(b) (prostitution), 653.23 (supervision of prostitute),

- (C) Convictions of any felony offense involving the sale of a controlled substance specified in Section 1104, 11055, 11056, 11057, or 11058 of the California Health and Safety Code,
 - (D) Convictions of crimes designated in California Government Code Section 51032 (massage—grounds for denial of license), or any crime involving dishonesty, fraud, deceit, violence or moral turpitude,
 - (E) All injunctions for nuisances under California Penal Code Sections 11225 through 11235 (red light abatement law),
 - (F) Convictions in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the referenced offenses of this subdivision,
- 2) That a description of all services to be provided by the applicant's proposed massage establishment be submitted to the planning department along with their business license application.
- 3) That the massage establishment permits issued to a certified massage establishment shall be suspended or revoked by the city manager or designees upon any of the following grounds:
- a. The massage establishment permit holder has been arrested or filing of charges of a crime that would have caused denial of the massage establishment permit.
 - b. The massage establishment permit holder has made a material misrepresentation on the application for massage establishment permit or renewal.
 - c. The massage establishment permit holder has engaged in conduct or operated the certified massage establishment or as a massage practitioner in a manner which violates any of the provisions of this chapter, any conditions of the permit, or any of the laws which would have been grounds for denial of the permit. A massage therapist or massage practitioner employed by the massage establishment has been arrested for violating the provisions of Section 647(a) and (b) of the California Penal Code, or any other state law involving a crime of moral turpitude, or the premises for which the permit was issued is being operated in an illegal or disorderly manner, and such practices shall constitute in immediate suspension and/or revocation of certificate of registration.
 - d. The massage establishment permit holder employs or uses one or more non-certified massage practitioners to perform massage services.

- e. Violations of this chapter or of California Business and Professions Code Section 4600 et seq., have occurred on the establishment premises.
 - f. The massage establishment permit holder has failed to comply with one or more of the zoning, business license, or health and safety requirements under this chapter.
 - g. The massage establishment permit holder has engaged in fraud, misrepresentation, or false statements in obtaining or maintaining a massage establishment permit.
 - h. There is an urgency of immediate action to protect the public from injury or harm.
 - i. Upon receipt of Notification of Suspension from the California Massage Therapy Council.
4. That if the massage establishment's permit is suspended or revoked, the massage establishment's permit shall be surrendered.
5. That the city shall have the right to enter the premises from time to time during regular business hours prior to the issuance of a massage establishment permit and subsequently for the purpose of making reasonable inspections to enforce compliance with this chapter and with building, fire, electrical, plumbing, and/or health and safety regulations. In the event a massage establishment permit has been issued, it may be revoked or suspended in the manner set forth in this chapter. It is unlawful for any massage establishment owner/operator to fail to allow code compliance or police officers into the premises or hinder such officers in any manner. During an inspection, code compliance and police officers may also verify the identity of the owner(s) and all employees.
6. That the massage establishment permit shall not be transferable except with the written approval of the city manager. A written application for such a transfer shall be made to the city manager. The application for such transfer shall contain the same information as required herein for an initial application for a massage establishment permit as set forth in Section 5.87.050. In the event of denial of such transfer, notification of and reasons for denial shall be set forth in writing and shall be sent to the applicant by means of registered or certified mail or delivered in person.
7. That when extra massage practitioners are required for a special event at or organized by a certified massage establishment, the owner, manager, or operator of the establishment must supply the city with a list of certified massage practitioners who will be working at the event, copies of their certificates of registration, and any other information the city may reasonably require, not less than two weeks before the date of the event.

8. That all premises of certified massage establishments shall be subject to periodic inspection by the city for compliance with health, safety, and building standards and all such establishments shall comply with, in addition to zoning and building codes, the following requirements:
- a. A recognizable and readable sign shall be posted at the main entrance of each massage establishment identifying the establishment as such establishment; provided, that all such signs shall comply with the sign regulations of the city.
 - b. The owner or operator of each massage establishment shall display the massage establishment permit issued to the establishment and to each massage practitioner employed in the establishment in an accessible and conspicuous place on the premises. Certified massage practitioners shall have his or her original state certificate at his or her place of business and his or her identification card in his or her possession while providing massage services.
 - c. Maximum occupancy load, fire exits, aisles and fire equipment shall be regulated, designed and provided in accordance with the fire department and building department regulations and standards.
 - d. All building openings, entries, windows, etc., shall be located, covered or screened in such a manner as to prevent a view from the outside of the building into dressing rooms, treatment rooms, restrooms, and other areas where patrons of the establishment may not be fully dressed.
 - e. Lighting in parking lots shall be in compliance with Chapter 18.76 of the municipal code.
 - f. Construction of rooms used for toilets, baths and showers shall be made waterproof with approved waterproofed materials and shall be installed in accordance with the city building code. Plumbing fixtures shall be installed in accordance with the city plumbing code:
9. That all steam rooms and shower compartments shall have waterproof floors, walls and ceilings approved by the city.

10. That all floors of wet and dry heat rooms shall be adequately pitched to one or more floor drains properly connected to the sewer. Dry heat rooms with wooden floors need not be provided with pitched floors and floor drains.
11. That a source of hot water must be available within the immediate vicinity of dry and wet heat rooms to facilitate cleaning.
12. That hot and cold running water under pressure from a potable source shall be provided to all washbasins, bathtubs, showers, and similar facilities. Each water basin shall be provided with soap or detergent and single-service towels placed in permanently installed dispensers. A trash receptacle shall be provided in each room where such facilities are located.
13. That minimum lighting in accordance with the Uniform Building Code, and in addition, at least one artificial light of not less than forty watts shall be provided in each enclosed room where massage is being administered.
14. That floors shall be free from any accumulation of dust, dirt, or refuse.
15. That one front door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately inside the front door. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the front.
16. That the hours of operation shall be displayed in a conspicuous public place in the reception area and in any front window clearly visible from outside of the massage establishment.
17. That a list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. No massage establishment operator shall permit, and no person employed or retained by the certified massage establishment shall offer to perform, any services or fees other than those posted.
18. That the premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after each use on each patron.
19. That it is unlawful for any certified massage practitioner or other person to be other than fully clothed in non-transparent clothing at all times that shall not expose their genitals, pubic area, buttocks, or chest or for any operator of a massage establishment to allow or permit prohibited dress.

20. That no loudspeakers or sound equipment shall be used by a massage establishment for amplification of sound to a level discernible by the public beyond the walls of the building in which use is conducted.
21. That no person shall give, or assist in the giving of, any massage or other body treatment to any other person under the age of eighteen years, unless the parent or guardian of the minor person has consented thereto in writing.
22. That no person owning, operating, or managing massage establishment may employ or use any person under eighteen years of age without written parental consent.
23. That walls, ceilings, floor, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities shall be maintained in good repair and in a clean and sanitary condition. Showers, water basins, toilets, wet and dry heat rooms, steam or vapor rooms, and cabinets and compartments shall be thoroughly cleaned at least once each day the massage establishment is in operation. Bathtubs shall be thoroughly cleaned after each use.
24. That clean and sanitary towels, sheets and linens shall be provided for each person. No common usage of sheets, towels and linens shall be permitted. Towels, sheets and linens shall be provided in sufficient quantity and shall not be used by more than one person unless such towels, sheets and linens have been re-laundered. Separate closed cabinets or containers shall be provided for the storage of clean and soiled towels, sheets and linens, and such cabinets or containers shall be plainly marked "clean linen" and "soiled linen."
25. That cover pad used on massage tables shall be in workmanlike manner with durable, washable plastic or other waterproof material.
26. That all exterior doors shall be unlocked from interior side during business hours, unless the massage establishment is a business entity owned by one individual with one or no independent contractors.
27. That no massage establishment granted a massage establishment permit or license under the provisions of this chapter shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture or statement which is known, or through the exercise of reasonable care should be known, to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage service.

28. That it is unlawful for any massage service to be carried on within any cubicle, room, booth, or any area within a permitted establishment which is fitted with a door capable of being locked, with the exception of certain massage establishments envisioned under subsection L of this section. Toilets and cubicles used solely for the application of liquid and vapor baths shall be clearly marked as to purpose on the exterior door or curtain of said cubicle, room, or booth. Nothing contained herein shall be construed to eliminate other requirements of statute, ordinance or municipal code concerning the maintenance of premises, nor to preclude authorized inspection thereof, whenever such inspection is deemed necessary by the code enforcement, the police or health departments.
29. That no permitted establishment shall operate as a school of massage, or operate in the same location, or use the same facilities as that of a school of massage except as otherwise may be provided by law.
30. That no person operating a massage establishment shall permit communication devices to be installed or used in any manner on the premises so as to interfere with or hinder inspections by code or law enforcement officers.
31. That no person or persons shall be allowed to live or sleep inside the massage establishment at any time. No part of the establishment shall be altered for residential or sleeping purposes.
32. That no person afflicted with an infection or parasitic infestation transmissible to a patron shall knowingly provide massage therapy to a patron, or remain on the premises of a certified massage establishment while so infected or infested.
33. That it is unlawful for any certified massage practitioner or other person to massage the genital area of any patron or the breasts of any female patron or for any operator of a massage establishment to allow or permit such massage.
34. That if during the life of a massage establishment permit, the applicant has any change in information concerning the original application, notification must be made to the city manager, in writing, within thirty calendar days of the change.
35. That it is unlawful for any certified massage establishment or any massage establishment permit holder, owner, operator, or responsible managing officer/employee to violate any of the mandatory requirements of this chapter applicable to massage establishments.
36. That any owner, licensee, manager, or massage establishment permit holder in charge or in control of a massage establishment or certified massage establishment or who knowingly employs a person who is not in possession of a valid, unrevoked massage establishment permit, or who allows such persons to perform, operate, or practice within such a place of business, shall be guilty of a misdemeanor.

37. That fire extinguishers shall be provided per code, with type and location to be approved by the Fire Marshall.
38. That the project shall comply with all applicable State and Municipal Codes, and meet the requirements of the Public Works Director, City Engineer, Building Inspector, Community Development Director, and Fire Chief. Plans submitted for any construction, encroachment, grading or sign permits shall incorporate the herein required changes and shall have these conditions listed thereon.
39. That the building address be displayed in a manner and size approved by the Fire Marshall. New signage shall incorporate the site address.
40. That all required permits shall be obtained for any construction or tenant improvements.
41. That no type of sign or other advertising visible from off-site may be installed or attached prior to obtaining permits for such sign. A banner limitation of one banner sign allowed during a 30 day period during each calendar year will be in effect.
42. That the applicant shall indemnify, defend, and hold harmless the City of Patterson, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Patterson, its agents, officers and employees to attack, set aside, void, or annul, any approval by the City of Patterson and its advisory agency, appeal board, or legislative body concerning the project, which action is brought within the time period provided for by the Government Code of the State of California. The City of Patterson shall promptly notify the applicant of any claim, action or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter be responsible to defend, indemnify or hold the City harmless.

Second: Commissioner Bingham
Motion Passed: 4-0 Vote

ROLL CALL: Chairperson West, Vice Chairperson Applegate, Commissioner Bendix, Commissioner Bingham

Ayes: Chairperson West, Vice Chairperson Applegate, Commissioner Bendix, Commissioner Bingham

Noes: None

Excused: Commissioner Barba

ITEMS FROM STAFF:

Planner Andrews stated the next Planning Commission meeting will be October 13, 2016, with several items on the agenda.

ITEMS FROM COMMISSION:

The Commission agreed that the Walmart item will be on the October 27, 2016 Planning Commission meeting agenda.

ADJOURNMENT: The Planning Commission regular meeting of September 22, 2016, was adjourned by Chairperson West at 7:46 p.m.

Prepared by Lisa Ochoa, Secretary
City of Patterson Planning Commission

CITY OF PATTERSON
Planning Commission Staff Report
Measure L
October 13, 2016 Meeting

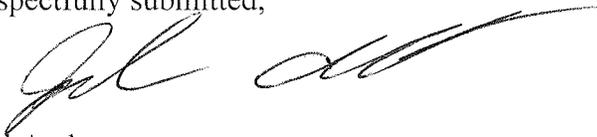
SUMMARY

Staff will provide an informational presentation regarding Stanislaus County Measure L proposed for the coming November election.

RECOMMENDATION

This report is provided for informational purposes. No action is recommended.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joel Andrews", written over a horizontal line.

Joel Andrews
City Planner

**CITY OF PATTERSON
Planning Commission Staff Report
Bruce Thompson Lot Line Adjustment
Southwest corner of Sperry Avenue and Highway 33
Lot Line Adjustment #16-02
October 13, 2016 Meeting**

PROJECT SUMMARY

A public hearing to consider a lot line adjustment at APNs 048-043-018 and - 019, on the southwest corner of Sperry Avenue and Highway 33. The lot line adjustment would rearrange the configuration of existing lots to create lots of 11.05 and 3.19 acres.

APPLICANT AND SITE INFORMATION

Applicants/Owners:	Bruce A. and Jill Thompson/ Designed Mobile Systems Industries
Environmental Review:	Categorically Exempt
Location:	South of Sperry Avenue, West of Highway 33
Assessor Parcel Numbers:	048-043-018 and 048-043-019
Project Size:	14.54 acres ±
General Plan Designation:	General Commercial
Present Use:	Car dealership, former modular unit manufacturing business
Surrounding Land Uses:	Residential and commercial uses
Recommendation:	Conditional Approval

PROJECT DESCRIPTION

The proposed lot line adjustment, submitted in accordance with State and City requirements, would reconfigure two existing lots. An 11.68 acre lot, APN 048-043-018, where the former DMSI facility is located, at the southwest corner of Sperry Avenue and Highway 33 would be reduced to 11.05 acres. The surplus property would be added to APN 048-043-019, a 2.56 acre lot, where Thompson Chevrolet is located, which is located to the north of the larger parcel.

The change is proposed to accommodate future expansion of the Thompson Chevrolet dealership. An existing building located on the swapped land is proposed to be used for vehicle maintenance purposes. The parcels are located in the General Commercial zone, which requires a minimum lot size of 5,000 square feet. The adjusted lots would meet the minimum requirements.

ENVIRONMENTAL REVIEW

This project is exempt from review under the California Environmental Quality Act according to §15305.

ALTERNATIVE ACTIONS

1. Determine that the findings for the Lot Line Adjustment can be made, and motion to approve application #16-02 subject to the conditions recommended in the staff report.
2. Determine that the findings for the Lot Line Adjustment can be made, and motion to approve application #16-02 subject to the conditions recommended in the staff report with changes/revisions as may be submitted by the Commission.
3. Determine that the findings for the Lot Line Adjustment can not be made and deny application #16-02.

FINDINGS

The Planning Commission must make the following findings to approve the Lot Line Adjustment:

1. That the proposed adjustment will not adversely affect the use of property in the vicinity or conflict with covenants, restrictions or improvements required by the subdivision of which the subject parcels may be a part.
2. That all parcels affected thereby after the adjustment shall meet minimum zoning district requirements applicable to the parcels unless said affected parcels in their original configuration do not meet said minimum zoning district requirements, and will not result in the creation of lots without adequate access to publicly dedicated streets.
3. That parcels affected by the lot line adjustment will remain of such a size, shape and configuration as to be consistent with good land use practices.
4. That the proposed lot line adjustment does not violate the provisions of the California Land Surveyors Act.
5. That the proposed lot line adjustment will not conflict with easements acquired by the public at large for access through or use of the subject property, or necessary irrigation easements.
6. Except that where existing parcels or structures are nonconforming with respect to zone requirements, a lot line adjustment may be approved so long as the degree of nonconformance is not increased.

RECOMMENDATION

Staff recommends that the Planning Commission make the required findings and approve Lot Line Adjustment 16-02 with the following conditions:

1. That the approval shall comply with all applicable state and municipal codes and meet the requirements of the City Engineer.

2. That any deed of trust encumbering the parcels of land shall be reflected in the recordation of this lot line adjustment.
3. That easements of record shall remain in effect and shall be recorded on the new deeds.
4. That the applicant shall have a new deed prepared and shall have it recorded. That photocopies of the new deed shall be submitted to the city clerk within six months of the Planning Commission's approval and that failure to record the deed and submit copies thereof shall void Planning Commission approval of the application.
5. That the Certificate of Compliance prepared by the City Engineer shall be recorded by the applicant or his engineer. The cost shall be that amount invoiced by the City Engineer.
6. That no non-conforming condition of zoning be created by this approval, except as was in existence prior to such approval.
7. That the owner of the vacant building shall perform a code analysis to the satisfaction of the Fire Department to determine suitability for proposed use prior to occupancy.
8. All future site improvements shall comply with City standards and regulations, including applicable stormwater regulations.
9. All future construction shall comply with applicable building code requirements.
10. That the applicant shall indemnify, defend, and hold harmless the City of Patterson, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Patterson, its agents, officers, and employees to attack, set aside, void, or annul, any approval by the City of Patterson and its advisory agency, appeal board, or legislative body concerning the project, which action is brought within the time period provided for by the Government Code of the State of California. The City of Patterson shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter, be responsible to defend, indemnify, or hold City harmless.

Respectfully submitted,


Joel Andrews
City Planner

Attachments

Lot Line Adjustment Map

Location Map

Applicant's Findings Statement

Exhibit A – Legal Description Before Lot Line Adjustment

Exhibit B – Legal Description After Lot Line Adjustment

Resolution

Public Notice

PROPERTY OWNERS

A.P.N.: 048-043-018
 PROPERTY OWNER: BRUCE A. & JILL THOMPSON
 CONTACT: BRUCE THOMPSON
 ADDRESS: 351 HOLLY AVENUE
 CITY/STATE/ZIP: PATTERSON, CA 95363
 PHONE: 209.965.5771

A.P.N.: 048-043-018
 PROPERTY OWNER: DESIGNED MOBILE SYSTEMS INDUSTRIES
 CONTACT: DAVID SMITH
 ADDRESS: P.O. BOX 387
 CITY/STATE/ZIP: PATTERSON, CA 95363
 PHONE: 209.470.0521

PROJECT SUMMARY BEFORE ILLA

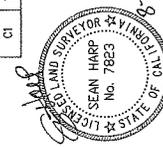
PARCEL NO. 1: 2.56 ACRES (NET)
 PARCEL NO. 2: 11.88 ACRES
 TOTAL: 14.24 ACRES

PROJECT SUMMARY AFTER ILLA

PARCEL NO. 1: 3.19 ACRES (NET)
 PARCEL NO. 2: 11.05 ACRES
 TOTAL: 14.24 ACRES

LINE	BEARING	LENGTH
L1	S00°32'00"W	18.00'
L2	N89°19'00"E	23.00'
L3	N89°19'00"E	88.97'
L4	N89°19'00"E	112.97'
L5	N04°02'24"W	46.72'
L6	S89°19'00"W	75.18'
L7	N21°49'00"W	30.00'
L8	S89°19'00"W	30.00'

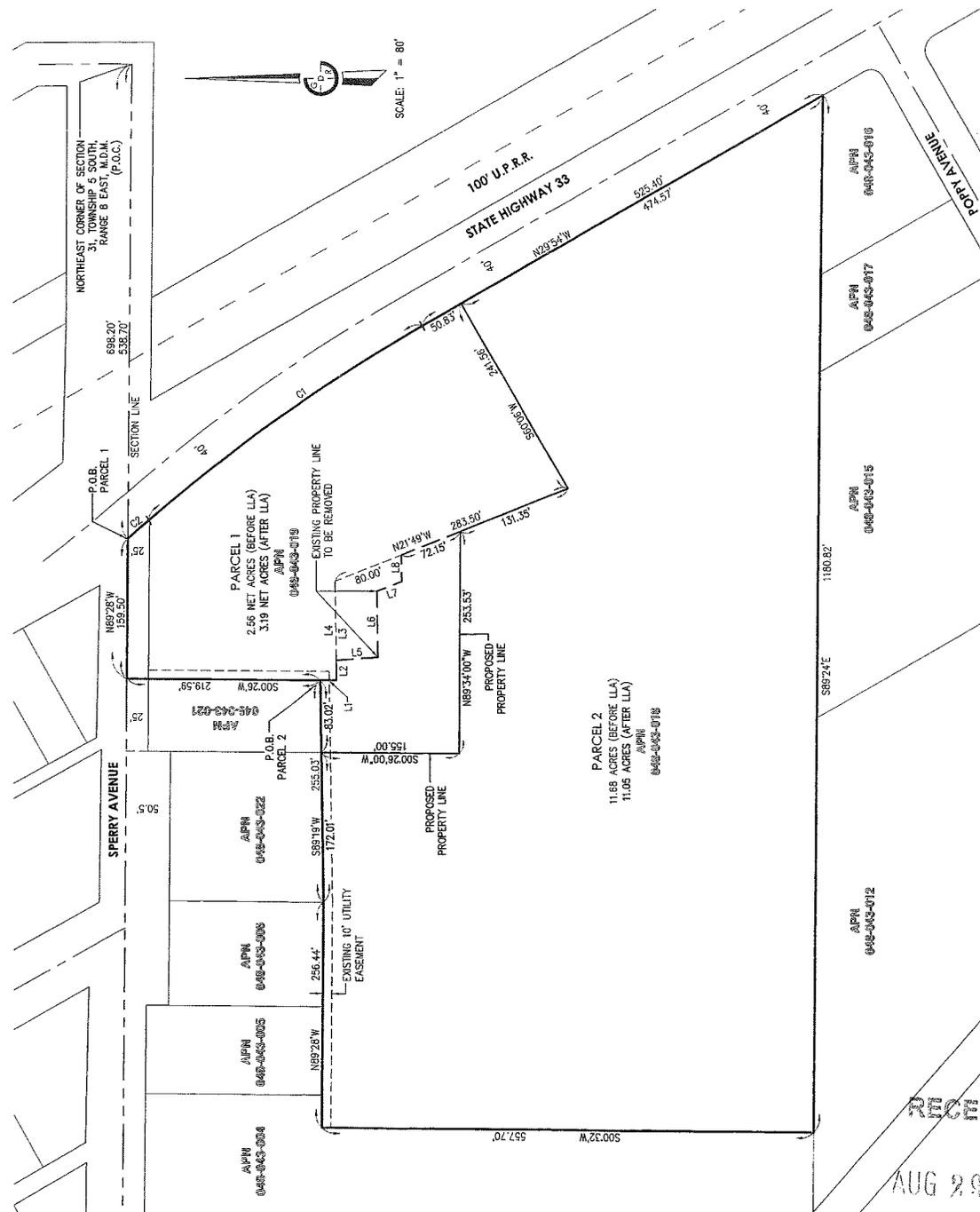
CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD
C1	1,960.00'	360.57'	379.97'
			DELTA
			0°52'30"
			11°07'30"



2016-2018
 22-29-2016

**LOT LINE ADJUSTMENT FOR
 BRUCE A. THOMPSON**

BEING A DIVISION OF A PORTION OF THE NORTHEAST 1/4
 OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST,
 MOUNT Diablo MERIDIAN, IN THE CITY OF PATTERSON,
 STANISLAUS COUNTY, CALIFORNIA

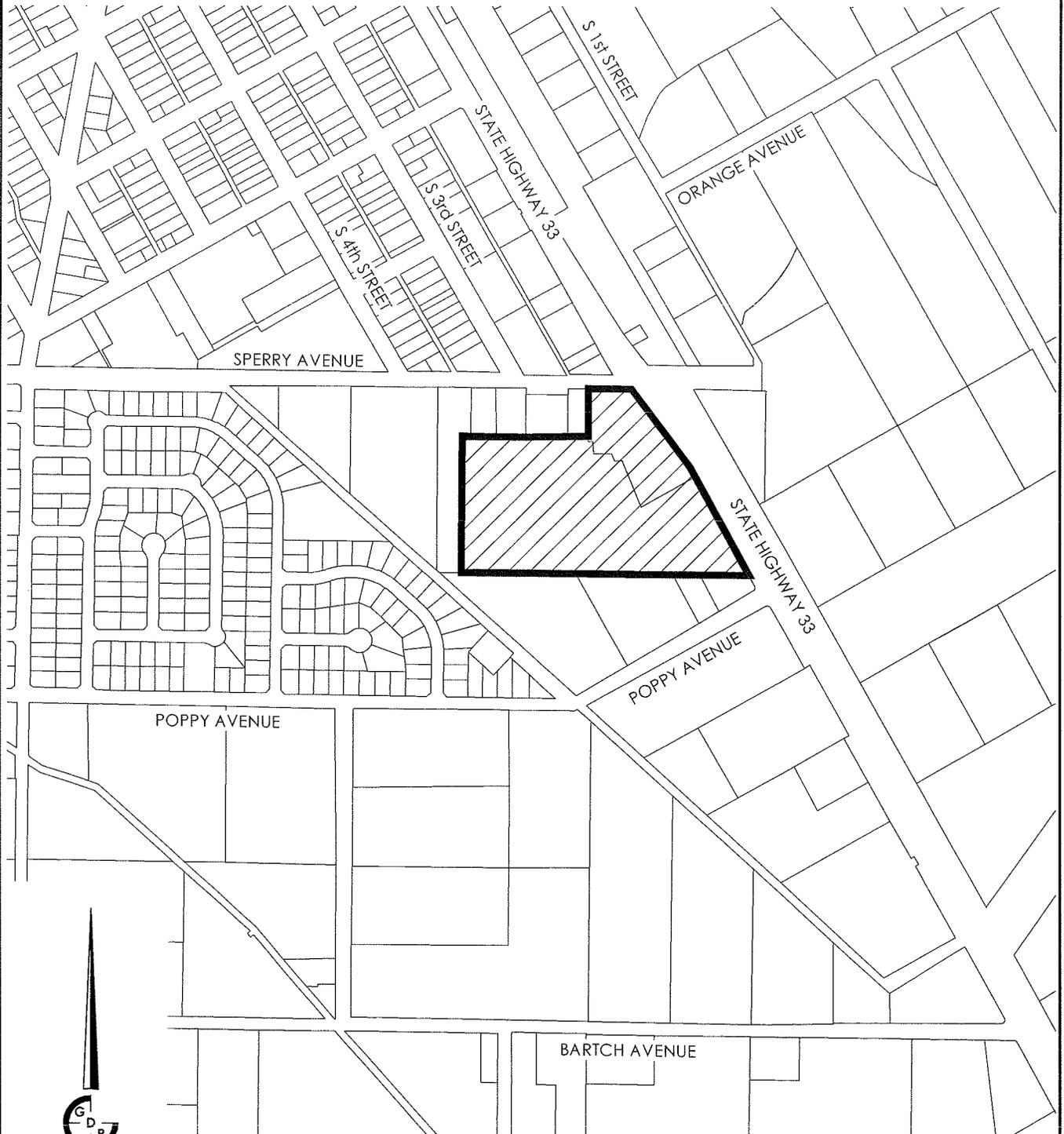


THOMPSON - LOT LINE ADJUSTMENT

LOCATION MAP

City of Patterson, Stanislaus County, California

August 26, 2016



RECEIVED

AUG 29 2016



GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING

Thompson – Lot Line Adjustment

Required Findings

August 29, 2016

- A. That the proposed adjustment will not adversely affect the use of the property in the vicinity or conflict with covenants, restrictions or improvements required by a subdivision or which the subject parcels may be a part.

The proposed lot line adjustment does not adversely affect the use of the property in the vicinity or conflict with covenants, restrictions or improvements required by a subdivision or which the subject parcels may be a part.

- B. That all parcels affected thereby after the adjustment shall meet minimum zoning area requirements applicable to the parcels unless said affected parcels in the original condition do not meet said minimum area zoning requirements, and will not result in the creation of lots without adequate access to publicly dedicated streets.

The proposed lot line adjustment will be in accordance with the minimum zoning of General Commercial for the City of Patterson and will not affect access to either parcel.

- C. That parcels affected by the lot line adjustment will remain in such a size, shape and configuration as to be consistent with good land use practices.

The proposed lots will remain in such a size, shape and configuration that each parcel will still be able to develop in accordance to good land use practices.

- D. That the lot line adjustment does not violate the provisions of the California Land Surveyors.

The proposed parcels are in accordance with the City of Patterson zoning requirements and minimum setbacks have been met.

- E. That the proposed lot line adjustment will not conflict with easements acquired by the public at large for access through or use of the subject property, or necessary irrigation easements.

The proposed parcels do not conflict with easements acquired by the public at large for access through or use of the subject property, or necessary irrigation easements.

The proposed lot line adjustment between Bruce A. Thompson and Designed Mobile Systems Industries is to allow the expansion of the Thompson Chevrolet Dealership at the southwest corner of Sperry Avenue and Highway 33. There is an existing abandoned building located on APN 048-043-018 that Bruce Thompson want to acquire to expand the dealership for vehicle maintenance purposes, therefore a lot line adjustment is being proposed to allow the access and usage needed for the dealership. All City of Patterson Zoning requirements are being met and there will be no conflict with surrounding properties as well as the properties being adjusted.

AUG 29 2016

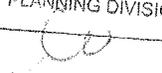
CDD / PLANNING DIVISION
BY: 

EXHIBIT "A"
Legal Description of Properties Prior to Lot Line Adjustment
PARCEL 2 (Designed Mobile Systems Industries)

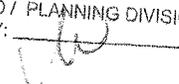
The land referred to herein below is situated in the City of Patterson, County of Stanislaus, State of California and is described as follows:

A portion of the Northeast Quarter of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

Commencing at a 4x4 post marking the corner common to Sections 29, 30, 31, and 32, Township 5 South, Range 8 East, Mount Diablo Base and Meridian; thence North 89°28' West, along the north line of Section 31, a distance of 698.20 feet to the Northeast corner of the parcel conveyed to George H. Knutsen, et ux. By deed recorded March 31, 1945, Instrument No. 5840, in Book 820, page 63, of Official Records; thence South 00°26' West, along the Easterly line of said Knutsen parcel, a distance of 219.59 feet to the Southeast corner thereof and the true point of beginning of this description; thence South 89°19' West, along the Southerly line of said Knutsen parcel, and along the Southerly line of the parcel conveyed to Frank Scoles, et ux., by deed recorded march 8, 1945, Instrument No. 4181, in Book 797, Page 560, of Official Records, a distance of 255.03 feet to the Southwest corner of said Scoles parcel and the Southeast corner of the parcel conveyed to Ina M. Stanley, a widow, by deed recorded July 30, 1946, Instrument No. 20196, in Book 849, Page 301, of Official Records; thence North 89°28' West, along the Southerly line of said Stanley parcel, and along the Southerly line of the parcel conveyed to Alfred J. Melbo, et ux., by deed recorded June 12, 1946, Instrument No. 14143, in Book 842, Page 551, of Official Records, and along the Southerly line of the parcel conveyed to Martin C. Rogers, et ux., by deed recorded November 29, 1946, Instrument No. 33614, in book 867, page 428, of Official Records, a distance of 256.44 feet to a point on the Easterly line of the parcel conveyed to Myrtle F. Rogers, et vir, by deed recorded March 18, 1944, Instrument No. 4143, in Book 789, Page 44, of Official Records; thence South 0°32' West, along the Easterly line of said rogers parcel, a distance of 557.70 feet; thence South 89°24' East, a distance of 1180.82 feet to a point on the Southwesterly line of the State Highway as conveyed to the State of California by deed recorded July 20, 1937, Instrument No. 8907, in Book 625, Page 231, of Official Records; thence North 29°54' West, along the Southwesterly line of sad State Highway a distance of 474.57 feet; thence South 60°06' West a distance of 241.56 feet; thence North 21°49' West a distance of 283.50 feet; thence South 89°19' West a distance of 112.97 feet; thence North 0°32' East a distance of 18.00 feet to the true point of beginning of this description.

Except therefrom all oil, gas, asphaltum and other mineral within or underlying said land, as reserved by Standard Oil Company of California, a Corporation, in Deed Recorded May 1, 1936. Instrument No. 5517, in Book 587, Page 333, of Official Records, which

RECEIVED
AUG 29 2016

CDD / PLANNING DIVISION
BY: 

provides as follows: Together with the exclusive right to enter upon said premises for the purpose of mining for and removing the same therefrom.

Also except therefrom the parcel of land conveyed to Charles Thompson and Martha Thompson, as joint tenants, by Deed Recorded in Book 2879, Page 5, of Official Records, more particularly described as follows:

Commencing at the Northeast corner of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian; thence North 89°28' West, along the north line of said Section 31, a distance of 698.20 feet; thence South 0°26' West, a distance of 219.59 feet; thence South 0°32' West a distance of 18.00 feet to the most southwesterly corner of that certain parcel of land conveyed to Charles E. Thompson and Martha J. Thompson by Deed Recorded as Instrument No. 25972, in Book 2286, page 667, of Official Records; thence along the Southwesterly line of said Thompson property North 89°19' East a distance of 23.00 feet to the true point of beginning of this description; thence continue along said property line North 89°19' East a distance of 89.97 feet; thence along said property line, South 21°49' East a distance of 80.00 feet; thence South 89°19' West a distance of 30.00 feet; thence North 21°49' West a distance of 30.00 feet; thence South 89°19' West a distance of 75.18 feet; thence North 04°8'24" West a distance of 46.72 feet to the point of beginning.

Stanislaus County A.P.N. 048-043-018



EXHIBIT "A"
Legal Description of Properties Prior to Lot Line Adjustment
Parcel 1 (Thompson)

Parcel One:

All that portion of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the North line of said Section 31, that bears North 89°28' West, 538.70 feet, thereon, from the Northeast corner of said Section 31, said point of beginning being the Northwest corner of the parcel conveyed to the State of California for a public highway by deed recorded July 20, 1937 in Volume 625 of official records, at page 231, Instrument No. 8907; thence North 89°28' West, along the North line of said Section 31, a distance of 159.50 feet to the Northeast corner of the parcel conveyed to George H. Knutson, et ux. By deed recorded March 31, 1945, in Volume 820 of official records, at page 63, Instrument No. 5840; thence South 00°06' West along the Easterly line of said Knutson parcel, 219.59 feet to the Southeast corner thereof, said point also being a Northeast corner of the land described in the deed to Lewis Land and Investment Company, a California Corporation, recorded November 29, 1963 in Book 1903 at page 442 of official records, as Instrument No. 45790; thence along the Northerly and Easterly line of said Lewis Land and Investment Company land, the following four courses and distances:

- (1) South 0°32' West, 18.00 feet;
- (2) North 89°19' East, 112.97 feet;
- (3) South 21°49' East, 283.50 feet;
- (4) North 60°06' East, 241.56 feet;

To a point in the Southwesterly line of the land described in the deed to the State of California, recorded July 20, 1937 in Book 625, at page 231 of official records, as Instrument No. 8907; thence North 29°54' West, along the Southwesterly line of said State of California property, 50.83 feet; thence along a curve to the left with a radius of 1960 feet, through an angle of 11°07'30", a distance of 380.57 feet; thence along a curve to the right with a radius of 2040 feet; through an angle of 0°52'30", a distance of 31.15 feet to the point of beginning.

Excepting therefrom all oil, gas, asphaltum and other minerals within or underlying the premises herein described, as excepted and reserved by Standard Oil Company of California, a corporation, by deed to James Lynam and A.F. Gervasoni, dated December 16, 1935 and recorded May 1, 1936 in Volume 587 of official records, at page 333, as Instrument No. 5517.

Parcel Two:

Commencing at the Northeast corner of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian, thence North 89°28' West along the North line of said Section 31, a distance of 698.20 feet; thence South 0°26' West, a distance of 219.59 feet; thence South 0°32' West, a distance of 18.00 feet to the most Southwesterly corner of that certain parcel of land conveyed to Charles E. Thompson & Martha J. Thompson by deed recorded in Volume 2286 of Official Records, at Page 687, Stanislaus County Records, Inst. No. 25972-69, thence along the Southwesterly line of said Thompson property North 89°19' East, a distance of 23.00 feet to the true point of beginning of this description; thence continue along said property line North 89°19' east, a distance of 89.97 feet; thence along said property line, South 21°49' East, a distance of 80.00 feet; thence South 89°19' West, a distance of 30.00 feet; thence North 21°49' West a distance of 30.00 feet; thence South 89°19' West, a distance of 75.18 feet; thence North 04°08'24" West, a distance of 46.72 feet to the point of beginning.

Stanislaus County A.P.N. 048-043-019



EXHIBIT "B"
Legal Description of Properties After Lot Line Adjustment

Parcel 1 (Thompson)

All that portion of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the North line of said Section 31, that bears North 89°28' West, 538.70 feet, thereon, from the Northeast corner of said Section 31, said point of beginning being the Northwest corner of the parcel conveyed to the State of California for a public highway by deed recorded July 20, 1937 in Volume 625 of official records, at page 231, Instrument No. 8907; thence North 89°28' West, along the North line of said Section 31, a distance of 159.50 feet to the Northeast corner of the parcel conveyed to George H. Knutson, et ux. By deed recorded March 31, 1945, in Volume 820 of official records, at page 63, Instrument No. 5840; thence South 00°26' West along the Easterly line of said Knutson parcel, 219.59 feet to the Southeast corner thereof, said point also being a Northeast corner of the land described in the deed to Lewis Land and Investment Company, a California Corporation, recorded November 29, 1963 in Book 1903 at page 442 of official records, as Instrument No. 45790; thence along the Northerly and Easterly line of said Lewis Land and Investment Company land, the following four courses and distances:

- (1) South 0°32' West, 18.00 feet;
- (2) North 89°19' East, 112.97 feet;
- (3) South 21°49' East, 283.50 feet;
- (4) North 60°06' East, 241.56 feet to a point in the Southwesterly line of the land

described in the deed to the State of California, recorded July 20, 1937 in Book 625, at page 231 of official records, as Instrument No. 8907; thence North 29°54' West, along the Southwesterly line of said State of California property, 50.83 feet; thence along a curve to the left with a radius of 1960 feet, through an angle of 11°07'30", a distance of 380.57 feet; thence along a curve to the right with a radius of 2040 feet; through an angle of 0°52'30", a distance of 31.15 feet to the point of beginning.

Excepting therefrom all oil, gas, asphaltum and other minerals within or underlying the premises herein described, as excepted and reserved by Standard Oil Company of California, a corporation, by deed to James Lynam and A.F. Gervasoni, dated December 16, 1935 and recorded May 1, 1936 in Volume 587 of official records, at Page 333, as Instrument No. 5517.

Together with the following described property:

Commencing at the Northeast corner of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian; thence North 89°28' West, along the north line of said Section 31, a distance of 698.20 feet; thence South 0°26' West, a distance of 219.59 feet to the southeast corner of the parcel conveyed to George H. Knutsen, et ux. by deed recorded March 31, 1945, Instrument No. 5840, in Book 820, Page 63, of Official Records of Stanislaus County; thence South 00°32'00" West a distance of 18.00 feet to the most southwesterly corner of that certain parcel of land conveyed to Charles E. Thompson and Martha J. Thompson by Deed Recorded as Instrument No. 25972, in Book 2286, Page 667, of Official Records of Stanislaus County; thence along the southwesterly line of said Thompson property North 89°19' East a distance of 112.97 feet; thence continuing along said property line, South 21°49' East a distance of 152.15 feet; thence North 89°34'00" West, 253.53 feet to the southerly prolongation of the west line of the property shown as Resultant Parcel "A" in that Certificate of Compliance recorded February 2, 2011 as Document Number 0009257, Stanislaus County Records; thence along said southerly prolongation, North 00°26'00" East, 155.00 feet to the southwest corner of said Resultant "A" and the south line of said Knutsen property; thence along said south line, North 89°19'00" East, 83.02 feet to the point of beginning.

Subject to easements and reservations of record.

Parcel No. 2 (Designed Mobile Systems Industries)

The land referred to herein below is situated in the City of Patterson, County of Stanislaus, State of California and is described as follows:

A portion of the Northeast Quarter of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

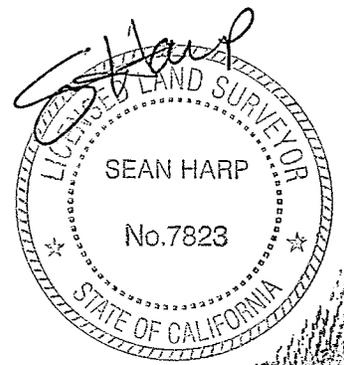
Commencing at a 4x4 post marking the corner common to Sections 29, 30, 31, and 32, Township 5 South, Range 8 East, Mount Diablo Base and Meridian; thence North 89°28' West, along the north line of Section 31, a distance of 698.20 feet to the Northeast corner of the parcel conveyed to George H. Knutsen, et ux. by deed recorded March 31, 1945, Instrument No. 5840, in Book 820, page 63, of Official Records; thence South 00°26' West, along the Easterly line of said Knutsen parcel, a distance of 219.59 feet to the Southeast corner thereof and the true point of beginning of this description; thence South 89°19' West, along the Southerly line of said Knutsen parcel, and along the Southerly line of the parcel conveyed to Frank Scoles, et ux., by deed recorded march 8, 1945, Instrument No. 4181, in Book 797, Page 560, of Official Records, a distance of 255.03 feet to the Southwest corner of said Scoles parcel and the Southeast corner of the parcel conveyed to Ina M. Stanley, a widow, by deed recorded July 30, 1946, Instrument No. 20196, in Book 849, Page 301, of Official Records; thence North 89°28' West, along the Southerly line of said Stanley parcel, and along the Southerly line of the parcel conveyed to Alfred J. Melbo, et ux., by deed recorded June 12, 1946, Instrument No. 14143, in Book 842, Page 551, of Official Records, and along the Southerly line of the parcel conveyed to Martin C. Rogers, et ux., by deed recorded November 29, 1946, Instrument No. 33614, in book 867, page 428, of Official Records, a distance of 256.44 feet to a point on the Easterly line of the parcel conveyed to Myrtle F. Rogers, et vir, by deed recorded March 18, 1944, Instrument No. 4143, in Book 789, Page 44, of Official Records; thence South 0°32' West, along the Easterly line of said rogers parcel, a distance of 557.70 feet; thence South 89°24' East, a distance of 1180.82 feet to a point on the Southwesterly line of the State Highway as conveyed to the State of California by deed recorded July 20, 1937, Instrument No. 8907, in Book 625, Page 231, of Official Records; thence North 29°54' West, along the Southwesterly line of sad State Highway a distance of 474.57 feet; thence South 60°06' West a distance of 241.56 feet; thence North 21°49' West a distance of 283.50 feet; thence South 89°19' West a distance of 112.97 feet; thence North 0°32' East a distance of 18.00 feet to the true point of beginning of this description.

Except therefrom all oil, gas, asphaltum and other mineral within or underlying said land, as reserved by Standard Oil Company of California, a Corporation, in Deed Recorded May 1, 1936. Instrument No. 5517, in Book 587, Page 333, of Official Records, which provides as follows: Together with the exclusive right to enter upon said premises for the purpose of mining for and removing the same therefrom.

Excepting therefrom the following described property:

Commencing at the Northeast corner of Section 31, Township 5 South, Range 8 East, Mount Diablo Base and Meridian; thence North 89°28' West, along the north line of said Section 31, a distance of 698.20 feet; thence South 0°26' West, a distance of 219.59 feet to the southeast corner of the parcel conveyed to George H. Knutsen, et ux. by deed recorded March 31, 1945, Instrument No. 5840, in Book 820, Page 63, of Official Records of Stanislaus County; thence South 00°32'00" West a distance of 18.00 feet to the most southwesterly corner of that certain parcel of land conveyed to Charles E. Thompson and Martha J. Thompson by Deed Recorded as Instrument No. 25972, in Book 2286, Page 667, of Official Records of Stanislaus County; thence along the southwesterly line of said Thompson property North 89°19' East a distance of 112.97 feet; thence continuing along said property line, South 21°49' East a distance of 152.15 feet; thence North 89°34'00" West, 253.53 feet to the southerly prolongation of the west line of the property shown as Resultant Parcel "A" in that Certificate of Compliance recorded February 2, 2011 as Document Number 0009257, Stanislaus County Records; thence along said southerly prolongation, North 00°26'00" East, 155.00 feet to the southwest corner of said Resultant "A" and the south line of said Knutsen property; thence along said south line, North 89°19'00" East, 83.02 feet to the point of beginning.

Subject to easements and reservations of record.



€-29-2016

RESOLUTION NO. 2016-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PATTERSON APPROVING LOT LINE ADJUSTMENT 16-02

WHEREAS, a Lot Line Adjustment has been submitted for property located on the south side of Sperry Avenue, west of Highway 33, consisting of APN's 048-043-018 and 048-043-019, City of Patterson, County of Stanislaus, and;

WHEREAS, the Lot Line adjustment conforms to Government Code §66412(d), which allows for land taken from one parcel to be added to an adjoining parcel, where a greater number of parcels than originally existed is not thereby created, and;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on October 13, 2016 to consider the project, and;

WHEREAS, the project was determined to be exempt from review under the California Environmental Quality Act according to §15305, and;

WHEREAS, based on the staff analysis and oral and written testimony, the Planning Commission finds, after due study, deliberation and public hearing and based on its independent judgment that the following circumstances exist:

1. That the proposed adjustment will not adversely affect the use of property in the vicinity or conflict with covenants, restrictions or improvements required by the subdivision of which the subject parcels may be a part.
2. That all parcels affected thereby after the adjustment shall meet minimum zoning district requirements applicable to the parcels unless said affected parcels in their original configuration do not meet said minimum zoning district requirements, and will not result in the creation of lots without adequate access to publicly dedicated streets.
3. That parcels affected by the lot line adjustment will remain of such a size, shape and configuration as to be consistent with good land use practices.
4. That the proposed lot line adjustment does not violate the provisions of the California Land Surveyors Act.
5. That the proposed lot line adjustment will not conflict with easements acquired by the public at large for access through or use of the subject property, or necessary irrigation easements.
6. Except that where existing parcels or structures are nonconforming with respect to zone requirements, a lot line adjustment may be approved so long as the degree of nonconformance is not increased.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Patterson as follows:

The Planning Commission approves Lot Line Adjustment #16-02 subject to the conditions listed in Attachment A.

The foregoing resolution was introduced at a regular meeting of the Planning Commission of the City of Patterson, held on the 13th day of October, 2016, by Commissioner _____, who moved its adoption, which motion was duly seconded by Commissioner _____ and the resolution adopted by the following vote:

AYES:

NOES:

EXCUSED:

APPROVED:

Ron West, Chairperson
City of Patterson Planning Commission

ATTEST:

Denise Melo, Secretary
City of Patterson Planning Commission

Attachment A
Conditions of Approval

1. That the approval shall comply with all applicable state and municipal codes and meet the requirements of the City Engineer.
2. That any deed of trust encumbering the parcels of land shall be reflected in the recordation of this lot line adjustment.
3. That easements of record shall remain in effect and shall be recorded on the new deeds.
4. That the applicant shall have a new deed prepared and shall have it recorded. That photocopies of the new deed shall be submitted to the city clerk within six months of the Planning Commission's approval and that failure to record the deed and submit copies thereof shall void Planning Commission approval of the application.
5. That the Certificate of Compliance prepared by the City Engineer shall be recorded by the applicant or his engineer. The cost shall be that amount invoiced by the City Engineer.
6. That no non-conforming condition of zoning be created by this approval, except as was in existence prior to such approval.
7. That the owner of the vacant building shall perform a code analysis to the satisfaction of the Fire Department to determine suitability for proposed use prior to occupancy.
8. All future site improvements shall comply with City standards and regulations, including applicable stormwater regulations.
9. All future construction shall comply with applicable building code requirements.
10. That the applicant shall indemnify, defend, and hold harmless the City of Patterson, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Patterson, its agents, officers, and employees to attack, set aside, void, or annul, any approval by the City of Patterson and its advisory agency, appeal board, or legislative body concerning the project, which action is brought within the time period provided for by the Government Code of the State of California. The City of Patterson shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter, be responsible to defend, indemnify, or hold City harmless.

**PUBLIC NOTICE
THE CITY OF PATTERSON PLANNING COMMISSION
REGULAR MEETING**

NOTICE IS HEREBY GIVEN that the City of Patterson Planning Commission will hold a Regular Meeting on **Thursday, October 13, 2016, at 7:00 p.m.**, in the City Council Chambers located at 1 Plaza, Patterson, to consider the following:

Public Hearing: Lot Line Adjustment #16-02 Thompson Chevrolet, s/w corner of Sperry Avenue and Highway 33, APN #'s 048-043-018, 019

The proposed lot line adjustment, submitted in accordance with State and City requirements, would reconfigure two existing lots. An 11.68 acre lot, APN 048-043-018, where the former DMSI facility is located, at the southwest corner of Sperry Avenue and Highway 33 would be reduced to 11.05 acres. The surplus property would be added to APN 048-043-019, a 2.56 acre lot, where Thompson Chevrolet is located, which is located to the north of the larger parcel.

At the above noted time and place, testimony from interested persons will be heard by the Planning Commission and duly considered prior to making a recommendation. Any material submitted to the Planning Commission for consideration (photographs, petitions, letters, etc.) will be retained by the City and cannot be returned.

If a challenge to the above application is made in court, persons may be limited to raising only those issues they or someone else raised at the Public Hearing.

Denise Melo, Planning Technician II
Community Development Department



**CITY OF PATTERSON
Planning Commission Staff Report
Westside Self Storage Baldwin
Planned Development #16-02, Tentative Parcel Map #16-03,
Architectural & Site Plan Review #16-03, Development Agreement
#16-01
October 13, 2016 Meeting**

PROJECT SUMMARY

A public hearing to consider the Westside Self Storage Baldwin project, consisting of a self storage facility on 9.58 acres on the west side of Baldwin Road, approximately 750 feet north of Sperry Avenue. The project would include six storage buildings of 28,900 square feet each, three storage buildings of 17,255 square feet each, and a 1,500 square foot office building, for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space. Included with the application is a parcel map that would divide the property into eight parcels ranging from 0.92 to 1.93 acres in size. The stated reason for the division is for financing of the project as phases are built. The Planned Development application requests exceptions from three development standards outlined for the Industrial Business Park Zone, where the project is located: 1) The maximum building coverage is 50 percent, the applicant proposes 54.3 percent building coverage. 2) The maximum impervious surface coverage is 80 percent. The applicant proposes 85.9 percent. 3) The minimum lot size is 1.5 acres. The applicant requests lots as small as 0.92 acres.

APPLICANT AND SITE INFORMATION

Owner:	Chircop Brothers, LLC
Applicant:	Ramos Investments, LLC
Environmental Review:	Negative Declaration
Location:	Baldwin Road, approximately 750 feet north of Sperry Avenue
Assessor Parcel Numbers:	021-026-026
Project Size:	9.58 acres ±
General Plan Designation:	LI, Light Industrial
Zoning:	IBP, Industrial Business Park
Present Use:	Single family residence
Surrounding Land Uses:	Industrial, residential, and agricultural
Recommendation:	Conditional Approval

PROJECT SITE

The project would be located on an approximately 9.58 acres on the west side of Baldwin Road, approximately 750 north of the intersection with Sperry Avenue. The site is located

to the east of the truck parking area of the recently approved Flying J travel center. Single Family residences are located across Baldwin Road from the project site, with the surrounding area proposed for Light Industrial/Business Park uses. The project site is fairly flat with a single family home and associated out buildings.

BACKGROUND

In 2003, the City of Patterson and County of Stanislaus jointly approved the West Patterson Business Park Master Plan, which includes the project site.

PROJECT DESCRIPTION AND ANALYSIS

The applicant has submitted an application to build nine storage buildings and one office building. The office building and a private storm drain basin would be located along Baldwin Road with the storage buildings arrayed behind this area. A gravel area is included on the south side of the property for vehicle storage. The applicant proposes to place an eight-foot wrought iron fence along the Baldwin Road frontage, with eight-foot chain link fencing, with slats, around the perimeter of the rest of the property. The project site is located within the Industrial Business Park zone. The proposed use is permitted in that zone.

Architectural Design

The building elevations for the storage buildings show stucco walls with a stepped parapet facing Baldwin Road. The sides of the storage buildings would include low pitch roofs with roll up doors. The office structure is also a stucco coating with a flat roof and an awning over the entry.

Circulation and Parking

Proposed access to the site is a single driveway from Baldwin Road toward the north of the property. An emergency gate is also included on the south end of the property. An access gate is included along the front property line. The applicant proposes that this access gate will only be closed during non-operating hours and a correlating condition of approval (number 13) has been included requiring this.

The Municipal Code would require one space per 1,000 square feet, and additional area for the office use, for a total of 232 spaces. However, given the traffic patterns typically associated with this use, staff believes that the proposed six parking spaces should be sufficient.

Landscaping

Landscaping consists of various trees and shrubs located near the frontage of the property. Of particular note, related to this project, is the treatment of the north side of the property. While the western and southern sides of the property are expected to be masked somewhat

from the public's view by future development, the projected extension of Henley Parkway north of the project connecting Baldwin Road to Park Center Drive is likely to leave the north face of the property exposed to public view. To make this side of the property more attractive, staff has included condition #12 requiring that climbing vines be planted along this fence line.

PLANNED DEVELOPMENT

The City's Planned Development overlay zone allows exceptions from typical development standards subject to Planning Commission and City Council review. The applicant is requesting three exemptions:

Maximum Building Coverage

The Municipal Code for this zone allows up to 50 percent building coverage on a site. This requirement is typically provided to ensure adequate parking and landscaping and to ensure a more open air feel for an area. The applicant proposes 54.3 percent building coverage. Given the nature of storage facilities, staff finds this exemption acceptable.

Maximum Impervious Surface

The Municipal Code for this zone allows impervious surface coverage of up to 80 percent. Impervious surfaces include buildings as well as pavements. This requirement is included to ensure adequate landscaping and to relieve pressure on the storm drain system and to ensure that storm drain flows do not impact surrounding development. The applicant proposes 85.9 percent coverage. Staff can accept this exemption provided compliance with the conditions of approval related to the storm drain system.

Minimum Lot Size

The Municipal Code for this zone allows a minimum lot size of 1.5 acres. This requirement is included to ensure that types of development consistent with the business park are constructed in the proposed area. The applicant is proposing several lots smaller than 1.5 acres, with the smallest lot being 0.92 acres. The applicant states that all lots would remain under one owner and the lot division is necessary for financing requirements. It is possible that the lots could be split off to various owners, however, staff will agree to this exception provided that the project complies with the requirements of the Development Agreement.

PARCEL MAP

The applicant proposes to divide the property into eight parcels ranging from 0.92 acres to 1.93 acres. Issues have been discussed above.

DEVELOPMENT AGREEMENT

Development agreements are contracts between the City and the land owner that provide some latitude related to land use and development. Related to the draft development agreement for the proposed project, there are four major points:

- Impact fees are consistent with recently approved Development Agreements in the surrounding West Patterson Business Park area.
- The City will allow smaller parcel sizes than currently allowed, provided that access is provided in case the project does not develop.
- No major infrastructure is required specifically for this project.
- The property will participate in Community Facilities District (CFD) 2005-01 in exchange for reduced impact fees. The CFD provides funding for various public improvements.

The parties involved have agreed in concept to these principles. Final approval will be required by the City Council.

ENVIRONMENTAL REVIEW

An Initial Study was prepared for the project which determined that the project would not have a significant impact on the environment. Accordingly, a Negative Declaration was prepared. All impacts have been mitigated through measures included in the General Plan EIR or the West Patterson Business Park EIR, which have been extended to this project.

ALTERNATIVE ACTIONS

The Planning Commission is advisory to the City Council on this matter.

1. Determine that the findings for the Negative Declaration, Planned Development, Architectural and Site Plan Review, Parcel Map, and Development Agreement can be made, and motion to recommend adoption of Resolution #2016-09.
2. Determine that the findings for the Negative Declaration, Planned Development, Architectural and Site Plan Review, Parcel Map, and Development Agreement can be made, and motion to recommend adoption of Resolution #2016-09, subject to changes/revisions as may be submitted by the Commission.
3. Determine that the findings for the Negative Declaration, Planned Development, Architectural and Site Plan Review, Parcel Map, and/or Development Agreement cannot be made and recommend denial of Planned Development #16-02, Tentative Parcel Map #16-03, Architectural & Site Plan Review #16-03, and Development Agreement #16-01.

FINDINGS

To recommend adoption of the Negative Declaration, the Planning Commission must find the following:

1. The project will not have a significant adverse effect on water or air quality or increase noise levels;
2. The project will not have a significant adverse impact on the flora and fauna of the area;
3. The project will not degrade the aesthetic quality of the area;
4. The project will not have a significant adverse impact on traffic or land use;
5. In addition, the project will not:
 - a. Create impacts which have the potential to degrade the quality of the environment;
 - b. Create impacts which achieve short-term to the disadvantage of long term environmental goals;
 - c. Create impacts for a project which are individually limited, but cumulatively considerable;
 - d. Create environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly;
6. The Negative Declaration was prepared in compliance with CEQA and the CEQA Guidelines.

To recommend approval of the architectural and site plan review, the Planning Commission must find the following:

1. The architectural and general appearance of the structures and grounds shall have architectural unity and be in keeping with the character of the neighborhood as not to be detrimental to the orderly and harmonious development of the city, or to the desirability of investment or occupation of the neighborhood.
2. The site plan is consistent with the municipal code, the West Patterson Business Park Master Development Plan, any adopted development standards and design guidelines, and the general plan.

To recommend approval of the Planned Development overlay, the Planning Commission must find the following:

1. The proposed planned development is consistent with the goals, policies and objective of the general plan.
2. The proposed planned development meets the requirements set forth in the municipal code.

To recommend approval of the development agreement, the Planning Commission must find that the proposed development agreement:

1. Is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable master development plan.

2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.
3. Is in conformity with the public convenience and general welfare and good land use practices.
4. Will not be detrimental to the health, safety and general welfare.
5. Will not adversely affect the orderly development of property or the preservation of property values.
6. Will provide sufficient benefit to the city to justify entering into this agreement.

To recommend approval of the tentative parcel map, the Planning Commission must find the following:

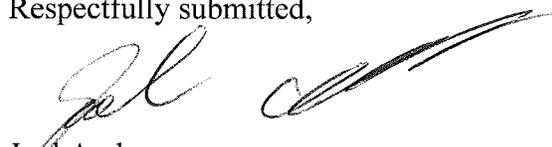
1. The proposed project is consistent with applicable general and specific plans.
2. The design or improvements is consistent with applicable general and specific plans.
3. The project site is physically suitable for the type of development.
4. The design of the subdivision or the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the subdivision or type of improvements would not cause serious public health problems.
6. Subject to the provisions of the California Environmental Quality Act, the State CEQA guidelines and the City CEQA guidelines, the decision making body has reviewed and considered applicable environmental documents.
7. The decision making body has considered the effect of their decision on the housing needs of the region and balance these needs against the public service needs of its residents and available fiscal and environmental resources.

RECOMMENDATION

Staff's recommendation is that the Commission should:

1. Conduct a public hearing and allow members of the public to testify;
2. Consider the issues discussed in this report; And,
3. Motion to approve Resolution #2016-09 recommending adoption of the ordinance to the City Council subject to the findings and conditions of approval.

Respectfully submitted,


Joel Andrews
City Planner

Attachments
Project Location
Proposed Site Plan
Landscape Plan

Proposed Elevations
Vesting Tentative Parcel Map
Applicant's Project Description
Building Percentages and Impervious Surface Coverage
Resolution #2016-09
Ordinance #2016-XX
Draft Development Agreement
Draft Conditions of Approval
Draft Negative Declaration
Draft Initial Study
Public Notice

WESTSIDE SELF STORAGE BALDWIN

Location Map

City of Patterson, Stanislaus County, California

April 18, 2016



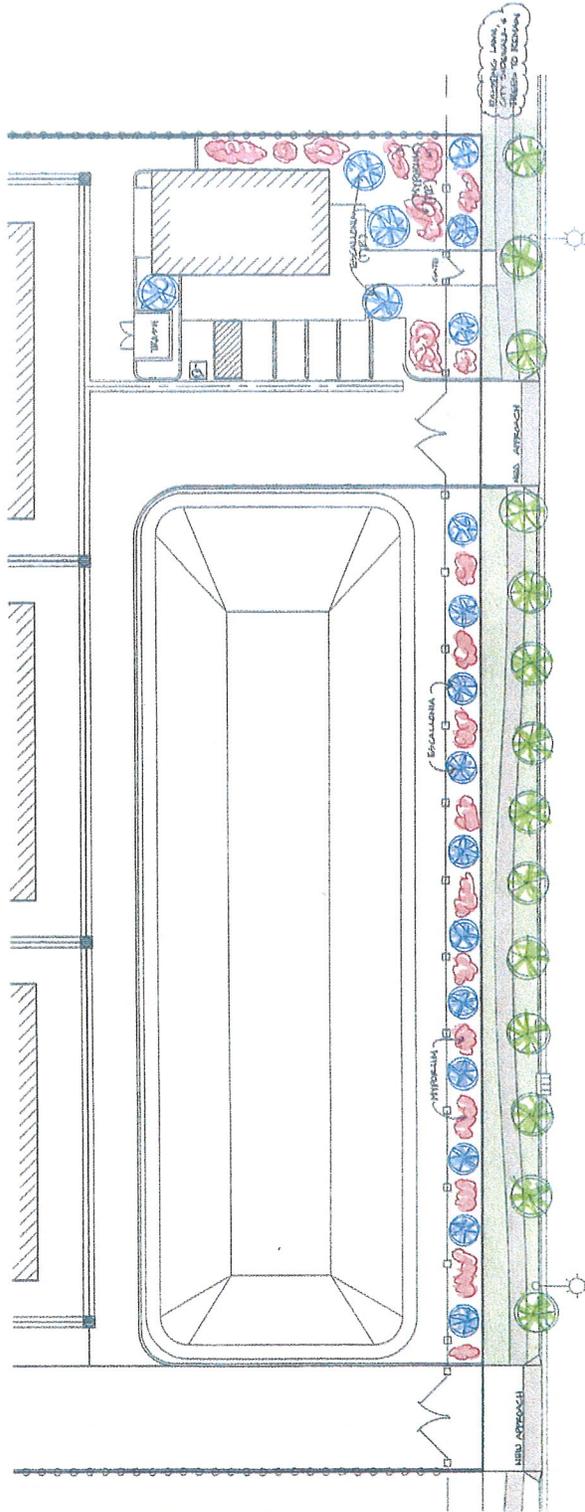
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JUL 12 2016

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BY: _____



GDR ENGINEERING, Inc.
ENGINEERING / SURVEYING / PLANNING



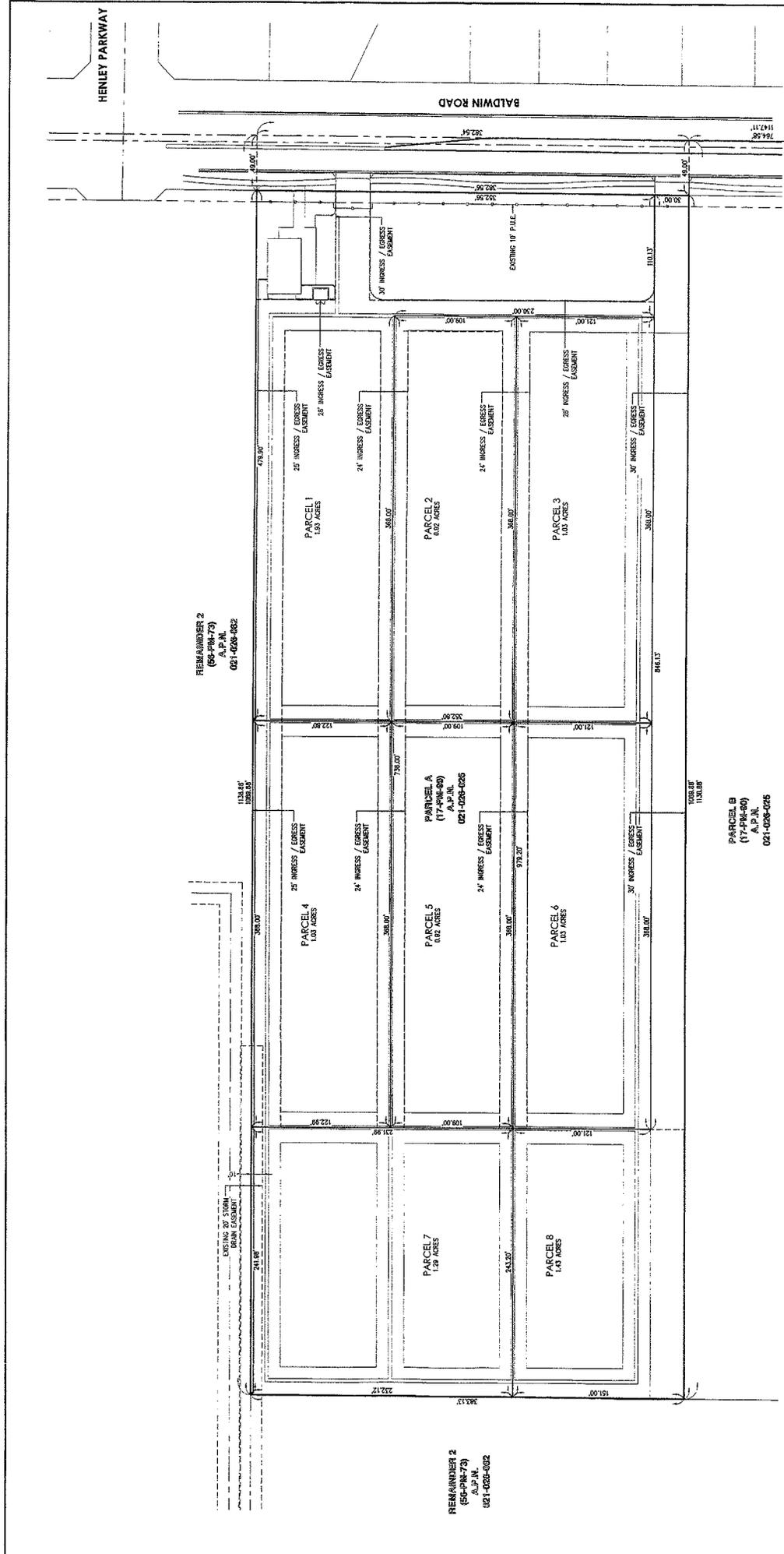
BALDWIN ROAD

LANDSCAPE PLAN

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BY: _____



GDR ENGINEERING, INC.
 ENGINEERING/SURVEYING/PLANNING
 3525 MITCHELL ROAD, SUITE 6
 TELSON, CALIFORNIA 94520
 TELEPHONE (925) 239-7570
 FAX (925) 239-7570
 WWW.GDRENGINEERING.COM

VESTING TENTATIVE PARCEL MAP
 WESTSIDE SELF STORAGE BALDWIN
 SCALE: 1"=40'
 DATE: 10/26/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]

REMAINDER 2
 (55-PIN-73)
 A.P.N.
 021-408-002

PARCEL 1
 1.03 ACRES

PARCEL 2
 0.87 ACRES

PARCEL 3
 1.03 ACRES

PARCEL 4
 1.03 ACRES

PARCEL 5
 0.83 ACRES
 (17-PIN-80)
 A.P.N.
 021-408-026

PARCEL 6
 1.03 ACRES

PARCEL 7
 1.29 ACRES

PARCEL 8
 1.03 ACRES

REMAINDER 2
 (55-PIN-73)
 A.P.N.
 021-408-002

EASEMENT NOTE
 EASEMENT SHOWN ARE PRIVATE DRIVEWAYS FOR THE BENEFIT OF PARCELS THROUGH WHICH THEY SHALL BE OWNED AND UNLESS OTHERWISE SPECIFIED BY OTHER INSTRUMENTS.

PROJECT SUMMARY

APN	021-002-026
EXISTING PARCELS	1 3.50 ACRES
EXISTING ACRES	3.50 ACRES
EXISTING ZONING	WEST PATTERSON INDUSTRIAL BUSINESS PARK
PROPOSED PARCELS	8
PARCEL AREA	
1	1.03
2	0.87
3	1.03
4	1.03
5	0.83
6	1.03
7	1.29
8	1.03
TOTAL	9.58 (47,248.25 SF.)

PROPERTY DESCRIPTION
 BEING ALL OF PARCEL A AS SHOWN ON THE MAP FILED IN BOOK 17, MAP NO. 1068 OF THE PUBLIC RECORDS OF THE COUNTY OF CALIFORNIA, SECTION 26, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNTAIN VIEW DRIVE COUNTY, CALIFORNIA.

PROPERTY OWNER
 GARDNER INVESTMENTS, LLC
 A.P.N.
 021-002-026
 OFFICE
 11111 TULAZA SUITE 6
 TELSON, CA 94520
 CITY/STATE/ZIP
 TELSON, CA 94520
 PHONE
 925-239-7570

DEVELOPER/APPLICANT
 GARDNER INVESTMENTS, LLC
 CONTACT
 JOHN RAMOS
 ADDRESS
 11111 TULAZA SUITE 6
 TELSON, CA 94520
 PHONE
 925-239-7570
 EMAIL
 jramos@gardnerinvestments.com

NOTES
 A. DEVELOPER RESERVES THE RIGHT TO RECORD MAPS AND FINAL MAPS.
 B. ALL EXISTING TREES, SHRUBS, BUILDINGS, SEPTIC TANKS, WELLS, FENCES ETC. TO BE REMOVED UNLESS OTHERWISE NOTED.
 C. IMPROVEMENT STANDARDS CONFORMANCE WITH THE CITY OF PATTERSON.
 D. PRIVATE ACCESS TO ALL PARCELS (NOT AS SHOWN).
 E. PRIVATE ACCESS / EGRESS EASEMENT FOR THE BENEFIT OF ALL PARCELS (NOT AS SHOWN).
 F. PRIVATE MAINTENANCE AGREEMENTS FOR EASEMENT AREAS.

VICINITY MAP
 CITY OF PATTERSON, STANISLAUS COUNTY, STATE OF CALIFORNIA

PROJECT SUMMARY

APN	021-002-026
EXISTING PARCELS	1 3.50 ACRES
EXISTING ACRES	3.50 ACRES
EXISTING ZONING	WEST PATTERSON INDUSTRIAL BUSINESS PARK
PROPOSED PARCELS	8
PARCEL AREA	
1	1.03
2	0.87
3	1.03
4	1.03
5	0.83
6	1.03
7	1.29
8	1.03
TOTAL	9.58 (47,248.25 SF.)

PROPERTY DESCRIPTION
 BEING ALL OF PARCEL A AS SHOWN ON THE MAP FILED IN BOOK 17, MAP NO. 1068 OF THE PUBLIC RECORDS OF THE COUNTY OF CALIFORNIA, SECTION 26, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNTAIN VIEW DRIVE COUNTY, CALIFORNIA.

10/6/18

WESTSIDE SELF STORAGE – BALDWIN

Project Description

June 29, 2016

PROPERTY DESCRIPTION

Being all of Parcel A as shown on the map filed in Book 17, of Parcel Maps, at Page 90, lying in the southeast quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, situate in the City of Patterson, Stanislaus County, California.

EXISTING CONDITIONS

The existing site is approximately 9.58 acres (A.P.N. 021-026-026) along Baldwin Road ±765 feet north of Sperry Avenue and is currently within the City limits of the City of Patterson and within the West Patterson Business Park Master Development Plan. The existing General Plan designation is LI (Light Industrial) and the existing Zoning designation is West Patterson Industrial Business Park. The site currently consists of one (1) parcel with an existing house and shop that have access to Baldwin Road. The existing house and shop are serviced by an existing private well and septic system. The site is relatively flat with drainage flows from the southwest corner to the northeast corner.

PROPOSED PROJECT

The proposed project will require the following applications: Architectural and Site Plan Review, Vesting Tentative Parcel Map, Development Agreement, Planned Development and Environmental Information Form for a Self Storage complex to be called Westside Self Storage Baldwin. The project will consist of six (6) proposed storage units that are 28,900 square feet each (173,400 square feet total), three (3) units that are 17,255 square feet each and an office building of 1,500 square feet. The total of proposed building for the project is 226,665 square feet. A proposed storm drainage basin will be located along Baldwin Road to store the on-site drainage that will be discharged into the City's existing 12 inch storm drain line located in Baldwin Road. An 8 inch sanitary sewer line will be installed from the existing manhole located at the intersection of Baldwin Road and Henley Parkway south approximately 144 feet to serve the proposed office located at the northeast corner of the project. Three (3) water lines will be connected to the existing 12 inch water line located in Baldwin Road for domestic water, irrigation and fire service. The proposed project will be developed in phases with a total of eight (8) parcels. Building A, the Office and the storm drainage basin will be located on Parcel 1 (1.93 Acres), Building B will be located on Parcel 2 (0.92 Acres), Building C will be located on Parcel 3 (1.03 Acres), Building D will be located on Parcel 4 (1.03 Acres), Building E will be located on Parcel 5 (0.92 Acres), Building F will be located on Parcel 6 (1.03 Acres), Buildings G and H will be located on Parcel 7 (1.29 Acres) and Building I will be located on Parcel 8 (1.43 Acres) which will be a flag lot and have direct access to Baldwin Road. The proposed project will have an 8' wrought iron fence along Baldwin Road and an 8'

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BY: _____

chain-link fence with slats along the south and west property lines and an 8' chain-link fence with slats and ivy along the north property line.

The self storage is a permitted use for this zone per the West Patterson Business Park Master Development Plan and Zoning Ordinance Chapter 18.46 in the IBP District. The standards set forth in Chapter 18.46 (Industrial Districts) the maximum Building Coverage is 50% with a maximum Impervious Surface coverage of 80%. The minimum parcel is 1.5 acres.

The proposed site plan has a total of 54.3% building coverage and 85.9% impervious surface coverage (see attached spreadsheet for parcel breakdown of building coverage, impervious surface coverage and parcel acreages). Since a self storage project is being proposed, the normal requirements for parking should not apply because the occupants of the storage units will only be at the facility for a short period of time and only parking spaces for employees are needed. Therefore, the buildings have been maximized to allow for more storage units which exceeds the maximum building coverage by 5.9%. Due to the drive-aisle and extra building coverage the impervious surface exceeds the maximum percentage by 4.3%. Due to the buildings being on separate parcels for phasing and financing purposes and don't need the numerous parking stalls, we are proposing the minimum parcel acreage of 0.92 acres. The average parcel size of the proposed project is 1.20 acres.

The area around the office and basin fronting Baldwin Road will be landscaped per City Standards.

WESTSIDE SELF STORAGE BALDWIN

Building Percentages & Impervious Surface Coverage
June 29, 2016

PARCEL	PARCEL S.F.	PARCEL ACREAGE	BUILDING S.F.	BUILDING COVERAGE %	IMPERVIOUS SURFACE S.F.	IMPERVIOUS SURFACE %
1	84,300.76	1.94	30,400	36.1%	55,444.64	65.8%
2	40,112.00	0.92	28,900	72.0%	40,112.00	100.0%
3	44,528.00	1.02	28,900	64.9%	44,528.00	100.0%
4	45,227.08	1.04	28,900	63.9%	44,528.00	98.5%
5	40,112.00	0.92	28,900	72.0%	40,112.00	100.0%
6	44,528.00	1.02	28,900	64.9%	44,528.00	100.0%
7	56,287.93	1.29	34,510	61.3%	55,790.04	99.1%
8	62,153.48	1.43	17,255	27.8%	33,178.74	53.4%
TOTAL	417,249.25	9.58	226,665	54.3%	358,221.42	85.9%

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JUL 12 2016

CDD / PLANNING DIVISION
BY: _____

RESOLUTION 2016-09

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PATTERSON,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO
APPROVE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
PATTERSON AND JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS
INVESTMENTS RELATING TO THE DEVELOPMENT KNOWN AS “WESTSIDE
SELF-STORAGE BALDWIN”.**

WHEREAS, John J. Ramos and Brenda J Ramos DBA Ramos Investments (collectively “Developer”) propose to construct approximately 226,655 square feet of industrial business park space and related public improvements in conformance with the provisions of the proposed Development Agreement and other existing project approvals (the “Project”) in the City of Patterson (“City”); and

WHEREAS, the City received an application for the Project that includes a proposal to execute a Development Agreement by and between the City and Developer (“Development Agreement”); and

WHEREAS, the Project site consists of approximately 9.58 gross acres located at 15507 Baldwin Road in the City of Patterson, County of Stanislaus, State of California, APN: 021-026-026 (the “Property”); and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 13, 2016, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the Planning Commission finds that the environmental impacts for the Project and alternatives to the Project and its location, have been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq), through the preparation of an Initial Study and Negative Declaration for the Project; and

WHEREAS, the Planning Commission, based on its independent judgment and review finds the Project and Development Agreement are consistent with the goals, policies, and standards of the City of Patterson General Plan and all other applicable standards and ordinances of the City of Patterson; and

WHEREAS, the Development Agreement provides sufficient benefit to the City to justify entering into the proposed Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Patterson hereby recommends by this Resolution that the City Council of the City of Patterson adopt the proposed Ordinance to approve the Development Agreement;

BE IT FURTHER RESOLVED that the Planning Commission recommends approval by the City Council of the Project's Planned Development based on the following findings:

- a. The Project is consistent with site characteristics, creation of optimum quantity and use of open space, encouragement of good design, and promotion of compatible uses; and
- b. The Project's Planned Development District ensures the Project's compliance with, and implementation of, the General Plan; and
- c. The Planned Development proposal is compatible with the design objectives of Patterson Municipal Code section 18.20.020(D);

BE IT FURTHER RESOLVED that the Planning Commission recommends approval by the City Council of the Vesting Tentative Parcel Map based on the following findings required pursuant to Government Code section 66474:

- a. The proposed map is consistent with the City of Patterson General Plan and any applicable specific plan; and
- b. Design and improvements of the proposed subdivision is consistent with the City of Patterson General Plan and any applicable specific plan; and
- c. The Project site is physically suitable for the Project and physically suitable for the proposed density of development; and
- d. The design of the Project will not cause substantial environmental damage or cause serious public health problems; and
- e. The design of the Project will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision;

BE IT FURTHER RESOLVED that the Planning Commission recommends approval by the City Council of the Project's Architecture and Site Review based on the following findings pursuant to Patterson Municipal Code section 18.18.040:

- a. The architectural and general appearance of the structures and grounds for the Project have architectural unity and keep with the character of the neighborhood as not to be detrimental to the orderly and harmonious development of the city, or to the desirability of investment or occupation in the neighborhood; and
- b. The Architecture and Site Plan is consistent with the Patterson Municipal code, the General Plan, any applicable specific plan, and any adopted development standards and design guidelines;

BE IT FURTHER RESOLVED that the Planning Commission recommends approval by the City Council of the Initial Study and Negative Declaration prepared in connection with the Project, as tiered from the West Patterson Projects Final Environmental Impact Report (“EIR”), a program level EIR encompassing the Project and other properties.

Severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Patterson hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

The foregoing resolution of the Planning Commission of the City of Patterson was passed by the Planning Commission at a regular meeting held on the ___ day of _____ 2016, by _____, who moved its adoption, which motion was duly seconded by _____, and the resolution adopted by the following vote:

AYES:
NOES:
EXCUSED:

APPROVED:

Ron West, Chairperson
City of Patterson Planning Commission

ATTEST:

Denise Melo, Secretary
City of Patterson Planning Commission

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the Planning Commission of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State of California, at a regular meeting held on the ___ day of _____, 2016, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED:

Planning Commission Secretary

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PATTERSON
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
PATTERSON AND JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS
INVESTMENTS RELATING TO THE DEVELOPMENT KNOWN AS
“WESTSIDE SELF-STORAGE BALDWIN”**

WHEREAS, John J. Ramos and Brenda J Ramos DBA Ramos Investments (collectively “Developer”) propose to construct a self-storage facility consisting of approximately 226,655 square feet of industrial business park space (the “Project”), located at 15507 Baldwin Road, in the City of Patterson (“City”); and

WHEREAS, the City received an application for the Project that includes a proposal to execute a Development Agreement by and between the City and Developer (“Development Agreement”); and

WHEREAS, the Project site consists of approximately 9.58 gross acres located at 15507 Baldwin Road in the City of Patterson, County of Stanislaus, State of California, APN: 021-026-026 (the “Property”); and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq.), through the preparation of an Initial Study and Negative Declaration for the Project; and

WHEREAS, On January 9, 2003 in accordance with the recommendations of the Planning Commission, the City Council adopted Resolution No. 2003-03 adopting the West Patterson Business Park Master Development Plan, which covers the entirety of the Property; and

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted the Development Agreement Statute (Gov. Code § 65864 *et seq.*), and the City adopted Patterson Municipal Code section 18.20.070, authorizing any person or entity having a legal or equitable interest in real property to enter into a development agreement with the City establishing certain development rights and obligations; and

WHEREAS, the City and Developer intends to enter into the Development Agreement for the Project pursuant to California Government Code section 65864 *et seq.* and Patterson Municipal Code section 18.20.070; and

WHEREAS, the City Council of the City of Patterson, based on its independent review and analysis of staff analysis, oral and written testimony, and the record as a whole, finds, after

due study, deliberation and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City of Patterson General Plan and all other applicable standards and ordinances of the City of Patterson.
2. The City Council finds that the proposed Development Agreement:
 - a. Is consistent with the objectives, policies, and programs and residential land uses established by the Patterson General Plan; and
 - b. Is consistent with the provisions of Government Code Section 65864 through 65869.5; and
 - c. Is in conformity with the public convenience and general welfare and good land use practices because the terms of the agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services to the Project and surrounding community; and
 - d. Will not adversely affect the orderly development of property or the preservation of property values; and
 - e. Will not be detrimental to the health, safety, and general welfare of the City of Patterson; and
 - f. Provides sufficient benefit to the City to justify entering into the proposed Development Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PATTERSON ORDAINS AS FOLLOWS:

Section 1: The City Council of the City of Patterson approves a Development Agreement by and between John J. Ramos and Brenda J Ramos DBA Ramos Investments and the City of Patterson for development of the project known as “Westside Self-Storage Baldwin” in the City of Patterson, and instructs the City Manager to execute the agreement subject to final, technical revisions as required and approved by the City Attorney.

Section 2: The City shall review the Development agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

Section 3: Notice of the public hearing on the proposed Development Agreement Ordinance was published in the Patterson Irrigator, a newspaper of general circulation, printed and published in the City of Patterson; and Notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor’s roll, on _____.

Section 4: Environmental impacts for the Project and alternatives to the Project and its location, have been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq.), through the preparation of an Initial Study and Negative Declaration for the Project. On January 9, 2003, pursuant to the California Environmental Quality Act, the City Council adopted the West Patterson Projects Final Environmental Impact Report (“EIR”) pursuant to Resolution 2003-01. The EIR is a program level EIR encompassing the Project and other properties.

Section 5: If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Patterson hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 6: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

Introduced at a regular meeting of the City Council of the City of Patterson, held on the ___ day of _____, 20__, and given its first reading at said meeting. The Ordinance was given a second reading at a meeting of the City Council held on the ___ day of _____, 20__, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember _____, and was thereupon adopted by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAINED:

APPROVED:

Luis I. Molina
Mayor of the City of Patterson

ATTEST:

Maricela L. Vela
City Clerk of the City of Patterson

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Patterson
P.O. Box 667
1 Plaza
Patterson, California 95363
Attention: City Clerk

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees (Government Code sections
6103 and 27383).

APN: 021-026-026

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF PATTERSON
AND
JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS INVESTMENTS
RELATING TO THE DEVELOPMENT KNOWN AS
"WESTSIDE SELF-STORAGE BALDWIN"**

[Ordinance _____ Adopted on _____, 20__]

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF PATTERSON
AND
JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS INVESTMENTS**

This Development Agreement ("Agreement") is made and entered into this ___ day of _____, 20___, by and between the CITY OF PATTERSON, a municipal corporation of the State of California ("City"), and JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS INVESTMENTS (collectively, the "Developer") (each individually a "Party" and collectively the "Parties"), who agree as follows:

RECITALS

WHEREAS, Developer has an equitable interest in 9.58 gross acres of land located at 15507 Baldwin Road in the City of Patterson, County of Stanislaus, State of California, APN: 021-026-026 (the "Baldwin Property") more particularly described on the Site Map attached as **Exhibit A** (the "Baldwin Site Map"); and

WHEREAS, this Agreement relates to the development known as Westside Self-Storage Baldwin, on the Baldwin Property, which also may be referred to herein as the "Property"; and

WHEREAS, Developer proposes to construct approximately 226,655 square feet of industrial business park space on the Property (collectively, the "Project") consistent with the City's General Plan, as amended through the Effective Date (the "General Plan") and the West Patterson Business Park Master Development Plan (the "Master Development Plan") attached hereto as **Exhibit B**; and

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement that establishes certain development rights in the real property that is the subject of a development project application; and

WHEREAS, consistent with the requirements of the Development Agreement Statute, City has adopted a development agreement ordinance as Patterson Municipal Code Chapter 18.20 *et seq.*, (the "City Development Agreement Ordinance"); and

WHEREAS, this Agreement is entered into pursuant to the Development Agreement Statute and City Development Agreement Ordinance; and

WHEREAS, City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Property, (ii) create a physical environment that is consistent with and complements the City's goals and visions, (iii) protect natural resources from adverse impacts, (iv) improve, upgrade and create additional community facilities and infrastructure, (v) assist in implementing the goals of the General Plan and (vi) reduce the economic risk of development of the Property to both the City and Developer; and

WHEREAS, prior to and through the approval of this Agreement, City has taken numerous actions in connection with the Project, including:

(i) Planning Commission Review. On _____, 20__ the Planning Commission of the City of Patterson ("Commission") reviewed and made its recommendations to the City Council, in connection with the following: (a) Planned Development No. ___ - ___ (the "Planned Development"); (b) Vesting Tentative Parcel Map No. ___ - _____ (the "Vesting Tentative Map"); (c) Architectural & Site Plan Review No. ___ - _____ (the "Site Plan Review"); and this Agreement.

(ii) Environmental Analysis. The environmental impacts for the Project, including the Existing City Approvals described below, and alternatives to the Project and its location, have been properly reviewed and assessed by City pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq. ("CEQA Guidelines"); and the City of Patterson Municipal Code (the "Municipal Code") (hereinafter collectively "CEQA"). On January 9, 2003, pursuant to CEQA, the City Council of the City of Patterson (the "City Council") adopted the West Patterson Projects Final Environmental Impact Report ("EIR") pursuant to Resolution 2003-01. The EIR is a program level EIR encompassing the Project and other properties. On _____, 20__, the City Council adopted Negative Declaration No. _____ for the Project pursuant to Resolution 20__ - _____.

(iii) Master Development Plan / Planned Development. On January 9, 2003 in accordance with the recommendations of the Commission, the City Council adopted Resolution No. 2003-03 adopting the West Patterson Business Park Master Development Plan, which covers the entirety of the Property.

(iv) Planned Development. On _____, 20__, the City Council approved the Planned Development pursuant to Resolution 20__ - _____.

(v) Vesting Tentative Parcel Map. On _____, 20__, the City Council approved the Vesting Tentative Parcel Map pursuant to Resolution 20__ - _____.

(vi) Architectural & Site Plan Review. On _____, 20__, the Commission approved the Site Plan Review pursuant to Resolution 20__ - _____.

(vii) Development Agreement. On _____, 20____, the City Council adopted Ordinance No. _____, approving of and authorizing the City Manager to execute this Agreement.

WHEREAS, the approvals and development policies described in these recitals are collectively referred to herein as the "Existing City Approvals"; and

WHEREAS, subsequent to approval of this Agreement, City anticipates that applications for additional land use approvals, entitlements, and permits will be submitted to implement and operate the Project (the "Subsequent City Approvals") as more specifically detailed in Section 3.1 below; and

WHEREAS, development of the Project pursuant to the terms and conditions of the various entitlements, Existing City Approvals, the General Plan, the Master Development Plan, and the EIR will provide for orderly growth and development consistent with the City's General Plan and other development policies and programs; and

WHEREAS, this Agreement furthers the public health, safety and general welfare in that the provisions of this Agreement are consistent with the General Plan, as amended, and the Master Development Plan, and for the reasons cited herein, City and Developer have further determined that the Project is a development for which this Agreement is appropriate as it will eliminate uncertainty regarding the Existing City Approvals and Subsequent City Approvals, thereby encouraging planning for, investment in and commitment to use and development of the Property; and

WHEREAS, the continued use and development of the Property in accordance with this Agreement is anticipated to provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Statute and the City Development Agreement Ordinance were enacted, including:

(i) Provide for the orderly development of the Property for the surrounding community; and

(ii) Contribute to the balanced land-use base anticipated by the General Plan; and

(iii) Provide infrastructure improvements that will benefit the Property and surrounding community; and

WHEREAS, the Parties intend through this Agreement to allow the Developer to develop and operate the Project in accordance with the Existing City Approvals and applicable law, and that any Subsequent City Approvals and the imposition of any new impact fees, other fees, or monetary and non-monetary exactions should be reasonable and governed by the terms of this Agreement; and

WHEREAS, the City Council has determined that this Agreement is consistent with the General Plan and the Master Development Plan, and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

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AGREEMENT

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.1 Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 11 of this Agreement, the provisions of Articles 1 through 11 shall prevail.

Section 1.3. Exhibits. The following “Exhibits” are attached to and incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Description</u>
Exhibit A	Site Map of the Baldwin Property
Exhibit B	Master Development Plan
Exhibit C	Mitigation and Monitoring Program
Exhibit D	Schedule of Impact Fees
Exhibit E	Financeable CFD Improvements
Exhibit F	Conditions of Approval
Exhibit G	Storm Basin Maintenance Agreement
Exhibit H	Notice of Termination
Exhibit I	Assumption Agreement
Exhibit J	Patterson Ordinance No. _____

Section 1.4. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, neighborhood or development phase to or with another party for the purpose of developing, managing or completing any portion of the Project.

Section 1.5. Effective Date of Agreement. This Agreement shall become effective on _____, which is the thirtieth (30th) day following the adoption by the City Council of Ordinance No. _____ approving this Agreement (the “Effective Date”).

Section 1.6. Term of Agreement. The “Term” of this Agreement shall be twenty-five (25) years from the Effective Date, unless otherwise extended or terminated earlier as provided for in this Agreement. Insofar as full development of the Project does not occur within twenty-five (25) years, the Parties contemplate and agree that the Term

shall be extended automatically three (3) times with each time being for an additional five (5) year period (the "Extended Term"). Any such extension shall be granted automatically until such time as the Project has been fully developed provided Developer has complied with the requirements of this Agreement. Delays associated with or on account of a legal challenge to the Project or any development moratorium, or any combination of these, shall automatically extend the Term for the period of time from the date of the filing of such legal challenge or moratorium until the conclusion of such legal challenge or moratorium, as evidenced for legal challenge by dismissal or final entry of judgment and for moratorium by termination of the moratorium. City will record on the Property an instrument giving notice of the Extended Term. Following the expiration of the Term or Extended Term, or if sooner terminated by mutual agreement of the Parties, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer. For purposes of this Agreement, Term and Extended Term may be collectively referred to "Term".

Section 1.7. Priority of Enactment. In the event of conflict between various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) General Plan; (2) Master Development Plan; (3) this Agreement; (4) the Existing City Approvals; and (5) the Subsequent City Approvals.

Section 1.8. Consistency with General Plan / Finding of Special Public Benefit. As set forth in greater detail in the Master Development Plan, the City Council expressly found that the approvals in the Master Development Plan, and all other entitlements related thereto, were consistent with the text and maps of the General Plan. The City Council further finds that this Agreement is also consistent with the text and maps of the General Plan.

Section 1.9. Amendment of Agreement. This Agreement may be amended by the mutual consent of the Parties. Any such amendment shall be in writing and without a noticed public hearing, unless required by law.

Section 1.10. Releases. If Developer sells, assigns or transfers all or any portion of the Property, Developer may free itself from all or part of its obligations relating to the sold, assigned or transferred property provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement.

Section 1.11. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against title to the Property within ten (10) days of the Effective Date of this Agreement.

Section 1.12. Developer Reimbursement of City. Developer agrees to reimburse City for actual fees and expenses incurred by City that are directly related to preparation and processing of this Agreement, including recording fees, publishing fees and reasonable consultant and attorney fees and costs not otherwise included within application fees. Reimbursement shall be paid within sixty (60) days of presentation

from the City to Developer of a written statement of charges. At any time, Developer may request and City shall issue an accounting and written acknowledgement of fees and expenses paid. The failure to pay reimbursable fees and expenses within the time specified shall be considered a default of this Agreement and City can elect to terminate this Agreement on that basis pursuant to the termination provisions of this Agreement.

ARTICLE 2 DEVELOPMENT OF PROPERTY

Section 2.1. Vested Rights of Developer. During the Term of this Agreement, in developing the Property consistent with the Project described herein, Developer is assured, and City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, including without limitation, the terms and conditions set forth in the Exhibits attached hereto, are fully vested in the Developer and may not be changed or modified by the City or any assignee of City, except with Developer's written consent, which consent may be withheld in Developer's sole and absolute discretion.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1 above, Developer shall have the vested right to develop the Project in accordance with this Agreement, the Master Development Plan, the Existing City Approvals and the Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards, implementation program for processing of subsequent entitlements and other conditions of development for the Property shall be those set forth in this Agreement and all the Exhibits incorporated herein. The Parties intend that this Agreement, together with the Master Development Plan, Existing City Approvals and all other Exhibits attached hereto and incorporated herein, shall serve as the definitive and controlling document for all subsequent actions, discretionary or ministerial, relating to development of the Project. In the event that a Project development issue is not expressly or impliedly addressed in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of approvals in resolving a development issue, each approval superior to the approvals listed thereafter: (1) General Plan; (2) Master Development Plan; (3) this Agreement; (4) the Existing City Approvals; and (5) the Subsequent City Approvals. Parties further agree that these approvals shall be applied and construed in a reasonable manner, most consistent with the general intent of the Parties as manifested in this Agreement.

Section 2.4. Development Allocation and Density. The building type, size and density for the Project shall be consistent with the Master Development Plan and shall consist of approximately 226,665 square feet of building footprint space, on 9.58 acres.

Section 2.5. Vesting Tentative Parcel Map. The term of the Vesting Tentative Map shall be the longer of the Term of this Agreement or the life allowed for a vesting tentative map with all applicable extensions under California law. Developer may file final maps for the Project in phases. The Parties further agree that the Vesting Tentative Map shall include private roadways to serve parcels 1-8, and such roadways shall be owned and maintained by the owners of each parcel.

Section 2.6. Subsequent Entitlements, Approvals and Permits. Only the following changes to the Existing City Approvals shall apply to development of the Project:

(a) Successful implementation of the Project may require the Developer to obtain additional approvals and permits from the City and from other agencies. The City shall comply with CEQA in the administration of the Subsequent City Approvals including compliance with mitigation measures as mandated by CEQA. In acting upon Subsequent City Approvals, the City's exercise of discretion and permit authority shall conform to this Agreement, including the incorporated Exhibits.

(b) The Subsequent City Approvals may entail the Developer filing subsequent applications for discretionary approvals. The City will process these applications consistent with applicable law, including, without limitation, CEQA and the Subdivision Map Act, Government Code section 66410 et seq. In the course of taking action on these applications, the City will exercise discretion in adopting mitigation measures and conditions of approval. The exercise of its discretion is not prohibited by the Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement.

(c) In complying with CEQA, City shall rely on the Negative Declaration for the Project to the extent allowed by CEQA. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives as required by CEQA, provided that such actions are reasonable and consistent with this Agreement.

Section 2.7. Timing of Development. The Parties acknowledge that Developer cannot, at this time, definitively predict when the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as economic conditions, consumer demand, interest rates, absorption and other factors. The California Supreme Court held in *Pardee Construction Co., v. The County of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties to consider and expressly provide for the timing of development resulted in a later-adopted initiative that restricted the timing and phasing of a development project. It is the desire of the Parties to this Agreement to avoid this result by acknowledging that Developer shall have the vested right to develop the Project in such order, rate and time as Developer deems appropriate in the exercise of its business judgment, subject to the terms, requirements, conditions and limitations set forth in this Agreement. Other than the provisions in Section 2.5 for the

Vesting Tentative Map, nothing in this Section is intended to alter the standard durational limits of any applicable permits issued to Developer.

Section 2.8. Modifications to Project. The Parties recognize that there may be modifications to the Project. The Parties mutually desire to simplify and streamline the process for approving modifications to the Project. Accordingly, the following modifications may be considered non-substantial as provided below, and approved without the need for amendment to this Agreement. The City's Planning Director or Community Services Director (collectively, the "Director") or City Engineer, as appropriate, shall use his or her best efforts to make a determination as to any non-substantial modification regarding any of the following requests:

(a) **Vesting Tentative Parcel Maps.** Modifications of the Vesting Tentative Map, including Conditions of Approval (as defined below), determined to be non-substantial in the sole discretion of the Director; or

(b) **Streets and Rights of Way.** Any modification of the alignment, location, naming, width, length, or specification of streets, utility rights of way, or other public rights of way or facilities that is determined to be non-substantial in the sole discretion of the City Engineer, in consultation with the Director; or

(c) **Site Map.** Any modification of the Site Map determined to be non-substantial in the sole discretion of the Director; or

(d) **Substantial Conformance.** Due to the importance of timely recordation of final maps for the Project, the City Engineer may, in his or her sole discretion, after consultation with the Director, find that a final map substantially conforms with the Vesting Tentative Map or any other tentative map or vesting tentative map utilized for the Project where, among other factors, the number of parcels in the final map is not more than the number of parcels for the same area shown on any tentative map; or

(e) **Site Plan.** Any modification of the Master Development Plan determined to be non-substantial in the sole discretion of the Director. City will make its best effort to respond within thirty (30) days to any Developer request for a non-substantial modification. Notwithstanding, in no case shall City's consent to any requested modification be "deemed approved" as a result of any failure to render a decision within a particular time frame. Any decision made by the Director or City Engineer pursuant to this Agreement may be appealed to the Commission and City Council by filing a written appeal with the City Clerk within ten (10) days' receipt of the Director or City Engineer's decision by Developer.

Section 2.9. No Conflicting Enactments. Except as otherwise provided for in this Agreement, neither the City nor any agency of the City shall enact any ordinance, resolution, or other measure that relates to the rate, timing, or sequencing of the development or construction of the Property, or fees pertaining thereto, on all or any part of the Property that is in conflict with this Agreement, or any amendments thereto,

or that reduces the development rights provided by and vested in this Agreement. Without limiting the foregoing general statement, and for all purposes pursuant to this Agreement generally, and this Section specifically, an ordinance, resolution or other measure shall be deemed to conflict with this Agreement if the ordinance, resolution, or measure seeks to accomplish any one or more of the following results, either with specific reference to this Property or as part of a general enactment that applies to the Property:

(a) Density or Intensity. Limiting or reducing the density or intensity of development on the Property or the Project;

(b) Timing of Development. Limiting the timing of the development of the Property or the Project; or

(c) Increasing Fees. Increasing the Impact Fees in an amount that is not more than the Construction Cost Index, San Francisco region ("CCI").

Section 2.10. Initiatives and Referenda. If any City ordinance, resolution, standard, policy, rule, regulation, addition to the Municipal Code, or other official City action is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that will conflict with this Agreement, including the incorporated Exhibits, or the Existing City Approvals or Subsequent City Approvals, or reduce the development rights or assurances provided to Developer by this Agreement, such Municipal Code changes shall not be applied to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) or increase of Impact Fees affecting subdivision maps, parcel maps, tentative parcel maps, building permits or other entitlement to use, that are approved or to be approved, issued or granted by City shall apply to the Property or the Project. Developer acknowledges that City does not have the authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project or ability of City to issue a building permit to Developer (e.g., moratorium imposed by public agency due to decrease in City water quality). Any moratorium imposed by another public agency on City shall not cause City to be in breach of this Agreement. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms.

Section 2.11. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and City's public infrastructure and that the exercise of such public agency authority could negatively impact development of the Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by a public agency that negatively

impacts this Agreement or development of the Project by Developer. To the extent Developer requires permits or approvals from other public agencies for development of the Project; City shall use its reasonable best efforts to assist Developer in obtaining such permits or approvals.

Section 2.12. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term of this Agreement. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement.

Section 2.13. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.14. Changes Mandated by Federal or State Law. Notwithstanding any provision of this Agreement to the contrary, the Property and Project shall also be subject to subsequently enacted state or federal laws or regulations that preempt the Municipal Code, or mandate the adoption of local regulations, or are in conflict with local regulations or with the Existing City Approvals or Subsequent City Approvals and this Agreement. As provided in section 65869.5 of the Development Agreement Statute, in the event the state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Municipal Code or this Agreement. Promptly thereafter City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, it shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so. City also agrees to process, in accordance with the provision of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement or any of its Exhibits.

Section 2.15. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined

by the City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project in accordance with Existing City Approvals, Subsequent City Approvals and the Municipal Code. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in the City's discretion, minimizes, so far as reasonably possible, the impact on development of the Project in accordance with the Existing City Approvals, Subsequent City Approvals and Municipal Code while still addressing such health and safety emergency in a manner acceptable to the City.

Section 2.16. Agreed Changes. This Agreement shall not preclude application to the Project of rules, regulations, ordinances and officially adopted plans and policies in conflict with the Existing City Approvals or Subsequent City Approvals where such additional rules, regulations, ordinances and officially adopted plans and policies are mutually agreed to in writing by Developer and City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the uses and densities and intensities of use on the Property consistent with this Agreement and the incorporated Exhibits. City agrees to implement the Subsequent City Approvals and any other approvals that are under City's jurisdiction and reasonably necessary to complete the goals, objectives, policies, standards and plans described in this Agreement, including but not limited to, planned developments, planned unit developments, master plans, amendments to this Agreement, development plans, subdivision improvement plans and agreements, architectural & site plan reviews, building plans and permits, specifications, landscaping plans, grading plans and permits, parcel maps, tentative subdivision maps, tentative parcel maps, lot line adjustments, re-subdivisions, use permits and certificates of occupancy (collectively the "Subsequent City Approvals"). The Subsequent City Approvals shall include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Property, in general accordance with this Agreement, including, without limitation, those related to: (a) clearing the Property; (b) grading the Property; (c) construction of storm drainage facilities, sewer, water, utility lines, facilities and connections and (d) construction of all commercial, retail, and industrial structures, and all structures and facilities accessory thereto, as set forth in this Agreement. The Existing City Approvals and Subsequent City Approvals may be defined for purposes of this Agreement collectively as the "Project Approvals".

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing

all permits or licenses that may be required by City or any other agency with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Property as contemplated by the Parties in this Agreement.

Section 3.5. Environmental Mitigation. The Parties agree and understand that the Mitigated Negative Declaration for the Property and Project is intended to be used not only in connection with the Existing City Approvals, but also in connection with the Subsequent City Approvals needed for the Project to the extent allowed by law.

Section 3.6. Time Period for Project Approvals. Notwithstanding any Condition of Approval (as defined below) or other provisions of the Project Approvals that may provide to the contrary, the Project Approvals shall remain valid for the Term of this Agreement.

ARTICLE 4 FEES, COSTS, REIMBURSEMENTS AND CREDITS

Section 4.1. Processing Fees and Charges. Developer shall pay those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications, and monitoring compliance with any permits issued, approvals granted and the performance of any conditions related to any Project Approvals.

Section 4.2. Impact Fees. Impact fees imposed by the City with respect to the Project during the Term of this Agreement shall be only those impact fees set forth in the schedule of impact fees attached hereto as **Exhibit D** (each an "Impact Fee" and collectively, the "Impact Fees"). Except as set forth herein, Impact Fees imposed by the City on the Project may not be increased in amount after the Effective Date. This Agreement shall not govern any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities or public agencies that the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code section 65995). In exchange for this Agreement and limitation on Impact Fees, Developer agrees to waive any right to protest the amount or validity of such Impact Fees under any provision of law, including, but not limited to, the Mitigation Fee Act, Government Code section 66000 et seq.

Section 4.3. Mello-Roos CFD. Developer acknowledges that the Property is within the future annexation area of that certain Mello-Roos Community Facilities District No.

2005-1 (“CFD 2005-1”), which imposes a special tax per acre, subject to the terms of such district special taxes, to finance the installation of certain authorized facilities such as streets, water and sewer facilities serving the West Patterson Business Park. A portion of City sewer, storm drainage and water connection fees as set forth in **Exhibit D** shall be offset upon annexation of the Property into CFD 2005-1.

Section 4.3. Payment of Fees and Costs. Impact Fee payments and costs due under this Agreement shall be paid by Developer to City prior to issuance of any building permit that triggers an obligation of Developer to pay City an Impact Fee.

Section 4.4. Reimbursements. Developer may seek and City shall use its best efforts to assist Developer in obtaining reimbursement for costs and expenses incurred in the design or construction of Improvements (as defined below), including but not limited to streets, sewer, water, storm drain, telephone, cable, gas and electric which benefit properties other than the Property, that exceed Developer’s fair share contribution toward the Improvements or the acquisition of rights-of-way for the Improvements (as defined below). In assisting Developer to obtain reimbursement for costs and expenses relating to the Improvements, City shall not be required to raise water and sewer rates to fund such reimbursement. In the event Developer seeks reimbursement from other benefited properties, City shall cooperate with Developer in the formation, consistent with all applicable City and state laws (including, if applicable Proposition 218) of a local benefit district, area of benefit or other financing or funding mechanism consistent with the intent of this Agreement for the purpose of reimbursing Developer those costs and expenses exceeding Developer’s fair share contribution toward said Improvements (as defined below).

Section 4.5. Impact Fee Credits. Developer shall receive a credit against Impact Fees for all improvements constructed by Developer that are specifically included in the budget, capital improvement plan or such other plan forming the basis of a particular Impact Fee (“Fee Credit” or “Fee Credits”). Prior to constructing a Fee Credit facility, the Developer shall give the City sixty (60) days written notice. Prior to construction, the parties shall meet for the purposes of jointly approving plans, allowable costs and terms (consistent with the terms of this Agreement) and conditions pertinent to construction of the improvements. No credits will be allowed without prior approval by the City of the credit terms.

Section 4.6. General Fund and City Bonding Capacity. Nothing in this Agreement or in the attached Exhibits shall be construed as requiring City to pay, contribute, loan or use its general fund or City bonding capacity to construct or extend public infrastructure, complete Improvements (as defined below) or take any action for the Project that would adversely affect the City’s general fund or City bonding capacity. City will take all steps reasonably necessary to sell bonds for other community facility districts (“CFD”) within the City, up to each CFD’s bonding capacity consistent with state law and each CFD’s governing documents. Such CFD bond funds and collected impact fees shall be utilized, to the extent feasible, to cause the Improvements to be constructed within a reasonable timeframe to allow for continued development of the Project. In the event City does not

have sufficient financial resources to construct required Improvements (as defined below) for the continued development of the Project, City may elect, but is not required, to use general funds or the City's bonding capacity to finance said Improvements or Developer may advance such funds and seek reimbursement from City on terms reasonably acceptable and feasible to City and Developer. The failure of City to use its general fund or bonding capacity to construct required Improvements (as defined below) for continued development of the Project shall not be considered a breach of this Agreement by City.

ARTICLE 5 FINANCING

Section 5.1. Financing of Public Improvements. Developer and City agree that specific improvements can be financed by the Project's inclusion into CFD 2005-1 or, to the extent feasible, through the establishment of a New CFD or similar financing mechanism. The specific improvements are described in the "Financeable CFD Improvements" and incorporated herein as **Exhibit E** (the "Improvements"). Any changes to this list of Improvements shall be agreed upon by Developer and City in writing.

Section 5.2. Participation in Community Facilities District 2013-1 for Non-Residential Maintenance Services. As a condition to pulling the first building permit in the Project, Developer agrees to participate in and subject the Property to City Community Facilities District No. 2013-1 ("CFD 2013-1"), or such other maintenance district, benefit assessment or landscape and lighting district as City may determine to be appropriate for the maintenance of the Improvements and the Project's fair share contribution toward the ongoing maintenance of catch basins, storm water facilities, sidewalks, curbs and gutters, streets and street trees, as well as other public infrastructure. Developer agrees to pay all costs associated with annexing into CFD 2013-1 or such other financing district. Developer further agrees to waive any right to protest or oppose the formation of, or annexation into, such district and agrees to cooperate with City in such formation or annexation.

Section 5.3. Participation in Community Facilities District 2003-1 for Fire District. As a condition to pulling the first building permit in the Project, Developer agrees to participate in and subject the Property to City Community Facilities District No. 2003-1 ("CFD 2003-1"). The purpose of such district shall be to fund the Project's fair share contribution toward the operational expenses of Fire Station #2. Developer agrees to pay all costs associated with annexing into CFD 2003-1. In addition, Developer agrees to vote affirmatively in favor of the annexation for the Property. The special tax for fiscal year 2016-2017 shall be \$0.0536371009 per square foot annually. The special tax shall increase each Fiscal Year thereafter by an inflation factor that is the April to April All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area. The required annual special tax shall be established in accordance with the adopted Rate and Method of Apportionment for CFD 2003-1.

Section 5.4. City Obligations. As set forth herein, City agrees to use reasonable best efforts to (a) provide adequate water, storm drain, and sewer capacity for the uses, intensity and density for the Project, on an equitable basis with other properties within the City, (b) accept and allow Developer to connect with the City's sanitary sewer collection and treatment system, and municipal water delivery system consistent with all applicable laws and regulations, and (c) provide Developer with will-serve letters stating the same.

Section 5.5. Developer's Obligations. Developer shall be obligated to construct those Improvements shown on the Vesting Tentative Map as may be modified in accordance with the terms of this Agreement and the terms of the Master Development Plan, or Financeable CFD Improvements. Developer shall also maintain the drainage basin in the Project at Developer's sole cost and expense, subject to the terms and conditions set forth in a storm basin maintenance agreement for the Project, as set forth more specifically in the attached **Exhibit G**.

Section 5.6. West Patterson Business Park Master Plan Reimbursement Fee. Developer agrees to pay the West Patterson Business Park Master Plan reimbursement fee, adopted by the City Council pursuant to Resolution 2016-069, in the amount totaling \$8,554 for the Project, or as such amount may be adjusted on an annual basis, prior to the issuance of any building permit for the Project. This fee is imposed for the purpose of reimbursing the costs and expenses incurred by other developers for the construction of infrastructure and related improvements, and EIR costs which exceed those developers' fair share and which benefit the current Project.

Section 5.7. Formation of New CFD. Subject to the limitations herein and consistent with the Project Approvals and applicable law, at Developer's request, City agrees to cooperate with Developer in good faith to establish a new CFD ("New CFD") pursuant to the Mello-Roos Act, Government Code section 53311 et seq. (the "Mello-Roos Act"). The boundaries of the New CFD shall be coextensive with those of the Project, unless the Parties agree in writing otherwise. Upon the filing of a petition by Developer pursuant to Government Code section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the New CFD and, following adoption, City shall use good faith and diligent efforts in compliance with the Mello-Roos Act to establish and implement the New CFD pursuant to the terms of this Agreement, including conducting all proceedings for the establishment of the New CFD, the adoption of all resolutions, ordinances and orders, and recording of maps, notices, releases, and conducting all hearings, elections and other public meetings required to levy the special taxes and, as appropriate, provide for issuance of the New CFD Bonds. Developer shall cooperate with City in the formation of the New CFD including the timely submission of all petitions, ballots, waivers and consents.

(b) Special Tax. The New CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax ("Special Tax") in accordance with the rate and method of apportionment of such Special Tax

approved in the completed proceedings for the New CFD. The Special Tax shall be determined and collected annually by the City against all taxable parcels as defined by the rate and method of apportionment of the Special Tax for the New CFD. The Special Tax shall be collected in the same manner and at the same time as ad valorem property taxes, unless the City specifies some other method of collection. The Special Tax shall be set at an amount sufficient to pay the estimated annual principal of and interest on the CFD Bonds (as defined below), together with required debt service coverage requirements and the annual costs of calculation, collection and disbursement of the Special Tax and the annual administration, engineering, and inspection costs associated with the CFD. The rate and method of apportionment shall be drafted to allow a property owner to permanently satisfy the Special Tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Government Code section 53344 of the Mello-Roos Act.

(c) Developer's Consent. If Developer requests the formation of the New CFD and the New CFD is actually formed, Developer irrevocably consents to the formation of the New CFD, the issuance of New CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the New CFD Bonds sold to finance the Improvements in accordance with this Agreement, and agrees not to protest or object to formation of the New CFD or levy of an appropriate Special Tax consistent herewith. Developer shall have the right, consistent with state law, at any time to discontinue proceedings for the formation of the New CFD if Developer demonstrates to the City that Developer has alternative financing in place to finance the Improvements acceptable to the City, in City's sole and reasonable discretion. Developer has agreed to the financing provisions set forth in this Article and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property.

(d) City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that (i) City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the New CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of the New CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit the City regarding the findings and determinations to be made with respect thereto.

ARTICLE 6 INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, the "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsection with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by the City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as additional insureds by endorsement with respect to performance of this Agreement ("Additional Insureds"). The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents and representatives.

(iii) Contain standard separation of insured provisions.

(c) Workers' Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, worker's compensation insurance for all Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide worker's compensation insurance for contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any worker's compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors or subcontractors to take out or maintain such insurance. Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to the City.

Section 6.3. Indemnity. Developer agrees to indemnify and hold City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation, of the Project; provided, however, the indemnity provisions of this Section shall not apply to the negligence or intentional acts or omissions by the City or its elected or appointed councils, boards, commissions, officers, agents, employees, or representatives.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1. Mortgagee Protection. This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Property or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Improvements, or to guarantee such construction or completion. A Mortgagee who takes lawful possession of the Property shall, however, assume all development rights associated with this Agreement.

Section 7.3. Changes requested by Mortgagee. Mortgagee may request certain modifications to this Agreement, and if requested, the City will meet with Developer and any Secured Lender to negotiate in good faith any such requested modification. The City will not unreasonably withhold its consent or approval to any such requested modification, provided that the proposed modification is consistent with the overall intent of the Master Development Plan and does not either add to the obligations of nor materially conflict with City's enjoyment of the benefits of this Agreement.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as or otherwise provided herein, the failure or delay by either Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement shall give the other Party not less than sixty (60) days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such sixty (60) day period, the charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the sixty (60) day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within sixty (60) days, the other Party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868 and the City Development Agreement Ordinance.

(c) Prior to the City giving notice to the Developer of its intent to terminate or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by the City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the City Development Agreement Ordinance within thirty (30) calendar days from the expiration of the sixty (60) day notice period.

(d) Following consideration of the evidence presented and said review before the City, and after providing the Developer an additional thirty (30) day period to cure, the City alleging the default by the Developer may institute legal proceedings against

the Developer or may give written notice of termination of this Agreement to the Developer.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1 as set forth in Section 8.2. If either Party determines that a Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c) but consistent with the procedures in Section 8.2, said Party may give written notice of termination of this Agreement specifying in the notice the alleged nature of the default and shall list potential actions to cure said default. If the alleged default is not cured in sixty (60) days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer or its successors in interest are in default under the terms and conditions of this Agreement, no building permit application shall be accepted by the City nor building permit be issued to Developer or its successor unless and until such default is cured, or the Agreement is terminated and Developer has otherwise satisfied all City land use and development regulations as they exist at the time of application for a building permit consistent with the provisions of this Agreement.

Section 8.2. Annual Review. The City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement. Such periodic review by the Director shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to such periodic review. The Developer shall be entitled to appeal a determination of the Director to the Commission and then to the City Council. Any appeal must be filed within ten (10) days of the decision of the Director and the Commission, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Director, Commission or City Council, as appropriate.

Section 8.3. Estoppel Certificates.

(a) Upon Developer's request, City shall, with at least twenty (20) days prior written notice (as provided under Section 11.5), execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, the City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations and policies regulating the use and development of the Property or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve or issue development applications, permits or entitlements in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination or cancellation of this Agreement.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms with section 8.1(c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government or litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 9 EMINENT DOMAIN

Section 9.1. Eminent Domain. City agrees to use its statutory powers of eminent domain to acquire all properties needed for rights of way to be located on properties other than the Property or for construction of the Improvements which are necessary for the development of the Project. Any such use of eminent domain by City shall be at Developer's sole cost and expense, provided that available CFD funds, authorized for such purpose and not otherwise committed or necessary as a reserve shall first be utilized. City will use its statutory powers of eminent domain only after Developer has exhausted all other methods to secure such required property.

ARTICLE 10 TERMINATION

Section 10.1. Termination Upon Completion of Development. Subject to the automatic extension noted above, this Agreement shall terminate upon the expiration of the Term or when the Property has been fully developed and all of Developer and City obligations hereunder have been satisfied. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit H**. This Agreement shall automatically terminate and be of no further force or effect as to any non-residential building or the parcel upon which such building is located, when the City has approved it for occupancy. Upon request by the Developer, the City shall record a Notice of Termination with respect thereto in substantial conformance with **Exhibit H**.

Section 10.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 10.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

ARTICLE 11 OTHER GENERAL PROVISIONS

Section 11.1. Assignment and Assumption. Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property and this Agreement to any person, firm or corporation during the Term of this Agreement. Any assignee of Developer shall have all of the benefits and burdens of this Agreement, which shall run with the land and inure to the benefit of the assignee and City. Any assumption of all or part of this Agreement must be done in writing and in the form of the "Assumption Agreement" attached hereto as **Exhibit I**. Developer shall provide City with written notice of sale, assignment, or transfer, of all or a portion of the Property (not including a financing transaction), at least thirty (30) days in advance of such action, subject to approval by the City Manager, which shall not be unreasonably withheld. Upon execution of an Assumption Agreement, Developer shall be relieved of any obligations under this Agreement expressly assumed by the assuming party. Further, no sale, transfer, assignment or other disposition of all or a portion of the Property or Project, or creation of a joint venture or partnership, shall require the amendment of this Agreement.

Section 11.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Property or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including Civil Code section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Property, and is binding upon the Developer of all or a portion of the Property and each successive Developer during its development of such Property and Project or any portion thereof, and until such time as said obligations are terminated pursuant to section 10.1 of this Agreement.

Section 11.3. Amendment to Agreement. This Agreement may be amended by mutual consent of the Parties in writing in accordance with the provisions of Government Code section 65868 and the comparable provisions of the City Development Agreement Ordinance. Any "substantive amendment" shall require a public hearing before the Commission and City Council, unless otherwise provided by law. An amendment shall be deemed substantive if it is one which changes the Term of the Agreement or modifies the provisions of the Agreement dealing with the permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer, or any other material term or condition of this Agreement.

Section 11.4. Releases. Developer shall relieve itself from further obligations relating to all or part of the sold, assigned or transferred Property or Project, provided that:

(a) The City agrees to the assignment of all rights and obligations of this Agreement in an Assumption Agreement, the City's agreement to which shall not be unreasonably withheld, and the City Clerk receives a copy of the Assumption Agreement; and

(b) The buyer, of the Property or portions thereof, by executing the Assumption Agreement, has expressly assumed any and all applicable obligations under this Agreement.

Section 11.5. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the

next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Patterson
1 Plaza
Patterson, California 95363
Attention: City Manager

With copies to: City of Patterson
1 Plaza
Patterson, California 95363
Attention: Community Development Director

and Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Developer: Ramos Investments
11 Plaza, Suite G
Patterson, California 95363
Attention: John & Brenda Ramos, Kim Kuhn & Carla Nelson

With a copy to: Petrulakis Law & Advocacy, APC
1130 12th Street, Suite B
Modesto, California 95354
Attention: George A. Petrulakis, Esq.

Section 11.6. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

Section 11.7. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall

automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 11.8 Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 11.9. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or an Exhibit, any Existing City Approval, entitlement or component thereof, the EIR for the Project or any Subsequent City Approval granted by the City for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel satisfactory to City. Developer will indemnify, hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request and Developer will provide City, within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs. Unless prevented by law or court order, City shall continue to process Developer's City Approvals and to implement this Agreement and any delay or failure to process such approvals or to take such other actions shall be considered a default by City of this Agreement.

Section 11.10. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

Section 11.11. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations statute set forth in Civil Code section 337.

Section 11.12. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the Property and the Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context requires.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors and assigns.

(j) Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(k) Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with, including but not limited to Developer’s authority to enter into this Agreement through an equitable interest to the Property, as required under Government Code section 65865. Further, by entering into this Agreement, neither Party hereto shall have breached the terms, or conditions of, any other contract or agreement to which such Party is obligated, in which such breach would have a material effect hereon.

(n) Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(o) Advice of Legal Counsel. Each Party acknowledges that it is reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

(p) Attorney’s Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and

costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(q) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday or Sunday, in which case the last day shall be the next business day.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement as defined above.

CITY:

City of Patterson, a California municipal corporation

By: _____
Ken Irwin, City Manager

Date Signed: _____

Per Ordinance No. ____ adopted by the

City Council on _____, 20__.

Approved as to Form:

By: _____
Tom Hallinan, City Attorney

Attest:

By: _____
Maricela Vela, City Clerk

DEVELOPER:

John J. Ramos, dba Ramos Investments

Date Signed: _____

Brenda J. Ramos, dba Ramos Investments

Date Signed: _____

SCHEDULE OF EXHIBITS

Exhibit A	Site Map of the Baldwin Property
Exhibit B	Master Development Plan
Exhibit C	WPBP Mitigation and Monitoring Plan
Exhibit D	Schedule of Impact Fees
Exhibit E	Financeable CFD Improvements
Exhibit F	Conditions of Approval
Exhibit G	Storm Basin Maintenance Agreement
Exhibit H	Notice of Termination
Exhibit I	Assumption Agreement
Exhibit J	Patterson Ordinance No. _____

EXHIBIT A

Site Map of the Baldwin Property

EXHIBIT B

Master Development Plan

Exhibit C

WPBP Mitigation and Monitoring Plan

Exhibit D

Schedule of Impact Fees

FEE	CITY FEE	CREDIT SOURCE, If Any	AMOUNT DUE
Street Improvement Impact Fee	\$0.60/sq. ft. of building space	Reduced upon participation in CFD 2005-1	\$0.117 sq. ft. of building space
Drainage Fee	\$4.11/sq. ft. of building space	Developer builds facilities	\$0.00 as Developer will build the drainage facilities
Sewer Connection Fee	\$2.49/sq. ft. of building space	Waived upon participation in CFD 2005-1	\$0.00 with CFD participation
Water			
Connection Fee	\$6.23/sq. ft of building space	Waived upon participation in CFD 2005-1, <u>and</u> installation of non-potable system for landscaping purposes	\$0.00 with CFD participation
Meter (2" meter – minimum charge)	Cost plus 20% Admin fee	None	Cost plus 20% Admin Fee
General Governmental Impact Fee			
City Hall	\$0.08/sq. ft. of building space	None	\$0.08/sq. ft. of building space
Corporate Yard	\$0.15/sq. ft. of building space	None	\$0.08/sq. ft. of building space
Public Safety Impact Fee			
Police	\$0.04/sq. ft. of building space	None	\$0.04/sq. ft. of building space
Fire	\$0.16/sq. ft. of building space	None	\$0.16/sq. ft. of building space
City I-5 Sperry Avenue Interchange			
Light Industrial	\$0.07/sq. ft. of building space	None	\$0.07/sq. ft. of building space
Business Park	\$0.16/sq. ft. of building space	None	\$0.16/sq. ft. of building space

FEE	CITY FEE	CREDIT SOURCE, If Any	AMOUNT DUE
EIR and Infrastructure Reimbursement	\$_____ per acre		\$8,554 total for Project
Environmental Mitigation Fees			
Swanson's Hawk Mitigation	-	-	Pursuant to Final EIR MMRP of Jan. 9, 2003
Traffic	-	-	Pursuant to Final EIR MMRP of Jan. 9, 2003
Health Care District Fee (Del Puerto Health Care District)	-	-	\$0.55/sq. ft. of building space or lesser amount if approved by District

Exhibit E

Financeable CFD Improvements

Exhibit F
Conditions of Approval

Exhibit G

Storm Basin Maintenance Agreement

Exhibit H

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Patterson
P.O. Box 667
1 Plaza
Patterson, California 95363
Attention: City Clerk

Space Above This Line Reserved for
Recorder's Use. Exempt from Recording Fees
(Government Code sections 6103 and 27383).

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20__

PARTIES: CITY OF PATTERSON, a California municipal corporation
1 Plaza
Patterson, California 95363

JOHN J. RAMOS AND BRENDA J. RAMOS DBA RAMOS
INVESTMENTS

Patterson, California _____

SUBJECT PROPERTY: The property subject to this Notice of Termination and Release of Development Agreement is generally located in the City of Patterson and consists of parcels described in **Exhibit A** attached hereto (the "Property").

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Paterson, a California municipal corporation ("City"), with reference to the following.

A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 20____, the City recorded a development agreement between the City and John J. Ramos and Brenda J. Ramos DBA Ramos Investments (collectively, the "Developer"), approved on _____, 201____, pursuant to Ordinance No. _____ (the "Development Agreement"), relating to the development of the Project known as "Westside Self-Storage Baldwin".

B. On _____, City Manager for the City gave Developer notice of default of its obligations under the Development Agreement.

C. On _____, Developer provided City with a request for cancellation of the Development Agreement.

D. On _____, after duly noticed public hearings before the Planning Commission and City Council for the City, the City Council adopted Ordinance No. _____ terminating the Development Agreement.

NOW, THEREFORE, the City hereby terminates, cancels and otherwise releases the Subject Property and the Developer and the Developer's heirs, executives, administrators, successors and assigns from their obligations in the Development Agreement, and relinquishes any right they may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement related as such. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF PATTERSON,
a California municipal corporation

By: _____
City Manager

EXHIBIT I

Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____, by and between John J. Ramos and Brenda J. Ramos DBA Ramos Investments ("Assignor") and _____ ("Assignee").

RECITALS

A. On _____, 20____, Assignor and Assignee entered into that certain agreement entitled "Development Agreement by and between the City of Patterson and John J. Ramos and Brenda J. Ramos DBA Ramos Investments" relating to the development of "Westside Self-Storage Baldwin" (the "Development Agreement"), originally recorded in Stanislaus County Assessor's Parcel Number ____-____-____ (the "Property").

B. Section ____ of the Development Agreement provides for the assignment by Assignor of all or any portion of Assignor's interests, rights or obligations in the Development Agreement to third parties upon approval by the City such approval not to be unreasonably withheld.

C. Assignor intends to assign, and Assignee intends to assume, the rights under that Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to City a written request for consent to assignment, and the City Council has received such testimony and other information as it deems appropriate and as is deemed appropriate by the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of the Development Agreement as an Assignment and Assumption Agreement, and is executed with the consent of the City as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns, effective as of Assignor's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, interest, burdens and obligations of Assignor under the Agreement with respect to the Assigned Parcel(s). Assignor retains all the rights, interest, burden and obligations under the Development Agreement with respect to all other property within the Property owned thereby.

3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Assignor and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement with respect to the Assigned Parcel(s).

3. The Agreement shall take effect and be binding only upon the City's consent to and approval of this Agreement.

4. The Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement, and for the benefit and reliance of City, that it acknowledges that the obligations, rights and duties are as set forth in the Development Agreement, and the duties of the Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor or any Owner or other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

5. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR / DEVELOPER:

ASSIGNEE

John J. Ramos, dba Ramos Investments

_____, a
California _____

Brenda J. Ramos, dba Ramos Investments

By: _____

AGREED TO AND ACCEPTED:

CITY OF PATTERSON
a California municipal corporation

City Manager

EXHIBIT J

Patterson Ordinance No. _____

Conditions of Approval

1. The project shall comply with all applicable State and Municipal Codes, including the latest edition of the California Building Codes and the California Green Code and meet the requirements of the Public Works Department, City Engineer, Building Inspector, Planning Department and Fire Chief.
2. The applicant shall comply with all conditions of approval and adopted mitigation measures.
3. Development shall occur in substantial conformance with the site plan as may be approved by the Planning Commission.
4. The applicant shall agree to defend at his/her sole expense any action brought against the City, its present or former agents, officers, or employees because of the issuance of said approval, or in anyway relating to the implementation thereof, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers, or employees, for any court costs and attorney's fee's which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his/her obligations under this condition.
5. Prior to issuance of a certificate of occupancy, mail receptacles shall be provided as required by the Postmaster of the City of Patterson.
6. Construction shall be limited to between the hours of 7:00 a.m. and 6:00 p.m. on non-holiday weekdays, and on Saturdays to between the hours 8:00 a.m. and 6:00 p.m.; that additional hours may be permitted at the discretion of the Public Works Director. Construction activities may be allowed at any time on the interior of buildings once they are entirely enclosed, in conformance with the City's noise ordinance.
7. That on site exterior lighting shall not be excessive and shall be shielded and directed to not emit off-site. Lighting fixtures shall be reviewed and approved by the Planning Department.
8. Prior to issuance of a certificate of occupancy for each building, all ducts, meters, air conditioning equipment and all other mechanical equipment, whether on the ground, on the structure or elsewhere, shall be screened from public view with materials architecturally compatible with the main structure. It is especially important that gas and electric meters, electric transformers, and large water piping systems be completely screened from a standard public viewing height of 6 feet. All roof-mounted equipment which generates noise, solid particles, odors, etcetera, shall cause the objectionable material or effects to be directed away or shielded from adjoining land designated for residential development. A plan for the treatment of roof top equipment shall be submitted to the Planning Department prior to issuance of a building permit.

9. All planted areas shall be separated from driveways by concrete curbs.
10. Street trees shall be required along street frontages; the type, size, and location shall be in accordance with the City's street tree list, and as approved by the Planning Department and the Public Works Director. Street trees shall be installed per City Standards and a street tree deposit shall be posted with the Public Works Department.
11. Prior to issuance of a building permit, a final landscaping and irrigation plan shall be prepared by a licensed landscape architect, subject to review and approval by the Planning, Public Works, Parks and Recreation, Police, Building and Fire Departments, and in compliance with AB 1881. The landscaping plan shall be consistent with City Standards and shall include the following:
 - (1) Tree staking, soil preparation and planting detail;
 - (2) The use of landscaping to screen ground-mounted utility and mechanical equipment;
 - (3) The required landscaping and improvements. This includes:
 - (a) Deep root planters shall be included in areas where trees are within five feet (5') of asphalt or concrete surfaces and curbs;
 - (b) Water conservation practices including the use of low flow heads, drip irrigation, mulch, gravel, drought tolerant plants and mulches shall be incorporated into the landscaping plan;
 - (c) An automated irrigation system; emphasizing low-water use techniques where feasible;
 - (4) The size, type and location of all plant materials; native and low-water use and drought resistant species shall be emphasized;
 - (5) The type and location of all paving and furniture, including benches, fountains, or other features;
12. Along the northern fence line, climbing vines shall be planted every 10 feet.
13. That the access gate shall remain open at all times during public hours.
14. Prior to issuance of a building permit, the applicant shall submit a detailed drawing of the trash enclosure for review and approval by the Planning Department and the Public Works Department. Trash enclosures shall be constructed to City standards and storm water regulations and shall be architecturally compatible with the design of the project and shall be laid out for easy access by collection trucks.

15. Project must comply with the installation and maintenance of full trash-capture system or devices that traps all particles retained by a 5 mm mesh screen and has a design treatment capacity that satisfies all Federal, State, and local requirements.
16. Interior vehicle travelways shall be designed to be capable of withstanding loads imposed by trash and delivery trucks.
17. All on-site utilities shall be underground and all utility fixtures, transformers, switching boxes and other installations shall be screened from view to the satisfaction of the Planning Department.
18. Per Title 24, Section 2-7102 of the State Disabled Access Regulations, the parking lot shall provide the required number of handicapped parking spaces.
19. All end parking spaces and spaces adjacent to raised curbing shall be one foot wider than the normal stall width (10 feet total).
20. Prior to the approval of grading and public improvement plans, the applicant shall establish a deposit account for plan check and inspection costs, post bonds as appropriate and obtain an encroachment permit as required.
21. Applicant shall provide design details (or vendor specifications) for all streetscape items (planters, waste containers, benches, bicycle racks etc.) with the building permit application.
22. The applicant shall submit a Construction Waste Management Plan to the Public Works Department.
23. For landscape and irrigation within the public ROW, a deposit shall be required to cover the installation of irrigation, landscaping, and plant materials (relocation) based upon the estimate of costs to be paid for and provided by the applicant.
24. Prior to issuance of certificate of occupancy, the applicant shall post handicapped parking, per Police Department and Americans with Disabilities Act requirements.
25. Prior to issuance of a certificate of occupancy, the address shall be clearly visible on the building per City Standards.
26. Prior to concrete pour inspection, compaction tests are required for all footings.
27. Electrical conduit shall have a separate ground wire installed.
28. Prior to building permit issuance, the applicant shall submit to the City for review and approval a grading and drainage plan in compliance with all applicable regulations of the City of Patterson.

29. At the time of Public Improvement Plan review, plans shall be submitted to all applicable public utility companies for review. Comments from the utilities regarding required easements, transformer locations, etc. shall be forwarded to Public Works Department for review and approval.
30. The applicant shall pay all applicable fees due the City and other Special Districts providing services to the site.
31. The project shall connect to the City's municipal system for water, sewer and storm, and be signed up for services prior to occupancy.
32. The applicant shall be responsible during construction for cleaning city streets, curbs, gutters and sidewalks of dirt tracked from the subject site. The flushing of dirt and debris to storm drain or sanitary sewer facilities shall not be permitted. The cleaning shall be done after each day's work or as directed by the Director of Public Works or the Planning Department.
33. All required public improvements shall be designed and constructed in accordance with the City of Patterson Standard Specifications and Drawings, including any standards updated prior to approval of the improvement plans.
34. The applicant shall submit a mitigation plan for review and approval by the City and the San Joaquin Valley Air Pollution Control District (SJVAPCD) for construction-related emissions prior to construction. Such a plan shall include provisions for compliance with District Rule VIII and shall include at least the following requirements:
 - a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative ground cover.
 - b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
 - c. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
 - d. With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.
 - e. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, *or* at least six inches of freeboard space from the top of the container shall be maintained.
 - f. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets if and as needed when operations are occurring.

(The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

- g. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
 - h. Limit traffic speeds on unpaved roads to 15 mph; and
 - i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.
35. All signage shall be submitted for a sign permit and shall be in accordance with relevant provisions of the Patterson Zoning Ordinance.
36. That the design and materials used on the monument sign shall reflect the design elements and materials used on the main building, to the satisfaction of the Planning Department.
37. "Set in Place" domes shall be used if truncated domes are used.
38. The project shall participate in a City-Wide Maintenance Community Facility District or Benefit Assessment District and Landscape Maintenance District to help pay for maintenance of public improvements.
39. All pre-existing public improvements adjacent to the project area shall meet ADA standards, if they do not already.

Grading

40. Complete grading and drainage plans shall be submitted to and approved by the City Engineer.
41. As required by the Public Works Department, the applicant shall deposit with the City, at time of plan check submittal, adequate funds to employ a qualified independent engineering consultant selected by the City to review grading and drainage improvement plans and to inspect the site prior to and during all major site preparation and grading. A qualified Soils Engineer shall submit tests and reports to certify each parcel as ready for construction prior to starting foundations.
42. Where the difference in average elevations between adjacent lots is in excess of six inches, slope shall not exceed 2 to 1 grade or a grade found reasonable in the soils report, or a retaining wall shall be required.

43. Prior to any site grading or construction, an erosion control plan and program shall be submitted to and approved by the Public Works Department. Said plan and program shall address specific temporary and permanent erosion control measures associated with the project.
44. It is the contractor's responsibility to use watering, dust fences, or other methods as directed by the City, to control dust throughout the construction operation. The applicant shall use all reasonable efforts to obtain non-potable water for construction or dust control purposes. This condition shall not be interpreted as prohibiting the use of City water supplies for the irrigation of street lines and landscaping required in common areas.
45. All grading construction debris materials shall be removed and disposed into an approved dump site prior to any excavation or fill operations and/or as directed by the Public Works Director.
46. The applicant or his/her agents or employees shall be responsible for removal and clean-up of any spill on public streets during his entire grading operations.
47. Lots shall drain into a street or approved drain in such a manner that there will be no undrained depressions. The design of all such drains shall be subject to the review and approval of the City Engineer.
48. An engineering cost estimate shall be submitted with the grading and improvement plans for public improvements. The applicant's engineer shall sign and stamp the calculation and cost estimates prior to issuance of building permits.
49. Prior to issuance of the grading permit, final right-of-way width and routes for drainage channels, pipelines, and service roads needed shall be established.
50. Measures to control erosion during construction shall be incorporated into the grading plans, and shall be subject to review and approval by the City Engineer.
51. Prior to issuance of a grading permit, the applicant shall submit a soils report, prepared by a registered geologist or qualified civil engineer, concerning soil conditions for grading, excavations, slope stabilization and revegetation, and footing and foundation construction.
52. The applicant shall obtain a grading permit for on-site excavation and fill prior to construction.

Sewer, Water and Drainage

53. Prior to issuance of a building permit, sufficient water pressure and capacity to serve the portion of the project area where such development is proposed will be assured.

54. Design of the proposed project facilities shall include provisions to minimize water requirements, including the use of the following, to the extent deemed practical by the City:
 - a. Use of low-flow fixtures, including toilets as per the Uniform Building Code.
 - b. Use of drought-tolerant, native landscaping.
55. Non-potable water mains and appurtenances shall be installed as required by the City for demands that are compatible with non-potable water, including, but not limited to, landscape irrigation and car washing. Non-potable water system and installation shall be in accordance with the latest version of the City's non-potable water standards or guidelines, including pipe color, signage, cross connection control program, etc. Connection to the non-potable water system shall be required when it becomes available.
56. Separate water meters shall be installed for landscaping and indoor (potable) water services.
57. Water meters shall be ordered and purchased through the Public Works Department.
58. All improvements shall be designed in accordance with the City of Patterson Improvement Standards, to the satisfaction of the Public Works and Engineering Departments.
59. Any abandoned wells on the project site shall be destroyed in accordance with requirements of the Stanislaus County Environmental Health Division prior to issuance of any grading permit or other site improvements. All abandoned/destroyed wells shall be clearly shown on the improvement plans for the project. Confirmation of well destruction shall be provided to the Public Works Department.
60. The project shall comply with City of Patterson Best Management Practices as defined in the City's latest Urban Water Management Plan, California Urban Water Conservation Council BMPs, AB 1881, and mandatory water conservation measures defined in the State of California Green Building Code.
61. Water mains shall be installed on-site to provide adequate flow and reliability as required by the City Water Engineer and Fire Marshal. Building fire suppression demands shall not exceed 2,500 gpm, or as limited by the water distribution system.
62. Backflow prevention devices shall be installed by the applicant on all water services as required by the Public Works Department and the California Department of Public Health standards.
63. That the private storm drain basin shall be fully stabilized with landscaping and irrigation system.

64. That the storm interceptor shall meet all current NPDES requirements.
65. Prior to constructing the storm drain basin, plans and capacity calculations shall be submitted to determine adequate size. Such plans shall be reviewed and approved to the Engineering Department's satisfaction.
 66. Additional calculations and plans shall be submitted with improvement plans for on-site storm drain system.
67. All permanent basins shall be designed to meet the Post-Construction Stormwater Standards and AB 1881 requirements. Storm drainage plans shall be engineered and/or developed by a Qualified Stormwater Designer.
68. A secured maintenance agreement shall be required to ensure that the basin is monitored maintained, and completed to satisfy state, local, and federal stormwater regulations.
69. Wet tapping sleeves will not be allowed if service line is bigger than half the pipe size of the existing water main.
70. Reduced pressure backflow service shall be required on 2" water service.
71. The project shall comply with all applicable stormwater regulations and establish a SWPPP inspection deposit account.
72. If deemed necessary by the State Water Resources Control Board, the project shall obtain an Industrial Stormwater Permit.
73. All pre-existing sewer laterals and storm drain lines shall be video inspected to ensure that the lines are clear of any debris and that they are not damaged.

Roads

74. All sight distances for all corners and driveways shall conform to the City's sight distance requirements to the satisfaction of the City Engineer.
75. As applicable, all streets, alleys, sidewalks, curbs, and gutters adjacent to the project shall be improved as necessary to provide safe vertical and horizontal transitions to connect improvements constructed within this project to existing improvements, as directed by the City Engineer. Any street, alley, sidewalk, or curb damaged by the applicant or its agents or employees shall be repaired, prior to final acceptance of tract improvements by the City Council or sooner at the discretion of the City Engineer.

Utilities

76. All on-site utilities shall be underground.

77. The applicant shall obtain an encroachment permit from the Public Works Department for construction work.
78. Street lights will be provided and installed as required by the Public Works Director and the City Engineer. The type, height, and design of street lights shall be subject to review and approval by the City and will direct lighting downward, shielding to the greatest extent practical, light exposure beyond that needed for proper intersection or street lighting. Street lights shall be LED.
79. The applicant is to be responsible for all damages to existing and new telephone facilities caused by workers or subcontractors under the direction of the applicant.
80. All new telephone facilities shall be underground except where indicated by the telephone company upon engineering of the project.
81. The applicant shall provide all necessary on-site easements for streets, sewers, water facilities, utilities, drainage facilities, and other facilities as required by the City. Said easements shall be subject to the review and approval of the Public Works Department, City Engineer and the City Attorney.
82. All water, gas, sewer, underground electrical power, cable T.V., or telephone lines, or conduits, or underground drain lines shall be installed before any paving is placed. Utility stub connections to property boundaries of each parcel may be omitted only with the express and written permission of the City Engineer.
83. The applicant shall install adequately sized utility services and laterals prior to final acceptance.

Fire Department

84. Fire access around the buildings shall accommodate the turning radius of fire apparatus to the Fire Department's satisfaction. Outside curb to curb turning radius is 35.86 feet. Wall to wall turning radius is 39.95 feet.
85. Onsite fire hydrants shall be placed with a 3 ft. working clearance from fences or walls. Hydrants shall not encroach in the required width of the fire access roadway.
86. All new construction shall meet the requirements of the City Fire Department.
87. Sprinkler plans shall be submitted prior to construction materials being brought on site.
88. Fire Department Connection shall be the street and within 75' of a hydrant.

89. Prior to issuance of a certificate of occupancy, all buildings must be fully sprinklered per Building and Fire Department guidelines.
90. Fire sprinkler monitoring shall be required. System shall be UL Certified for the life of the building.

Mitigation Measures

1. The City shall require all of the following as a condition of project approval of future development projects:

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, track-out (earth material deposited on City streets by construction equipment) shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and track-out.
- Limit traffic speeds on unpaved roads to 15 mph;
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site;
- Install wind breaks at windward side(s) of construction areas;
- Suspend excavation and grading activity when winds exceed 20 mph; and

Limit area subject to excavation, grading, and other construction activity at any one time. Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation.

2. The project shall pay \$2000 per developed acre to either the City, the Center for Natural Lands Management, the California Wildlife Foundation, or CDFG to establish a free movement corridor in Western Stanislaus County. Additionally, all excavated holes or trenches, more than two feet deep, shall be covered after each working day, or equipped with escape ramps. All construction pipes stored at the site overnight shall be inspected for kit foxes. All food-related trash items shall be removed at least once a week from construction sites.

3. The project shall pay an in lieu fee of \$600 per developed acre to be held by an agency approved by CDFG for the ultimate purpose of buying permanent conservation easements.

CITY OF PATTERSON
COMMUNITY DEVELOPMENT DEPARTMENT
P O BOX 667, PATTERSON, CALIFORNIA 95363
(209) 895-8020, FAX (209) 895-8019

PROPOSED
NEGATIVE DECLARATION

A notice, pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code 21,000, et. seq.) that the project for Baldwin Self Storage which, when implemented, will not have a significant impact on the environment.

PROJECT TITLE: Baldwin Self Storage

PROJECT LOCATION: West side of Baldwin Road, approximately 750 feet north of Sperry Avenue, Patterson, CA 95363, a portion of Assessor Parcel Number 021-026-026

DESCRIPTION OF PROJECT: The project assessed by this initial study considers the construction and operation of a self-storage facility on 9.58 acres. The project would include six storage buildings totaling 28,900 square feet each, three storage buildings of 17,255 square feet each and a 1,500 square foot office building for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space.

FINDINGS AND BASIS FOR A NEGATIVE DECLARATION:

1. The project will not adversely affect water or air quality or increase noise levels;
2. The project will not have adverse impacts on the flora and fauna of the area;
3. The project will not degrade the aesthetic quality of the area;
4. The project will not have adverse impacts on traffic or land use;
5. In addition, the project will not:
 - a. Create impacts which have the potential to degrade the quality of the environment;
 - b. Create impacts which achieve short-term to the disadvantage of long term environmental goals;
 - c. Create impacts for a project which are individually limited, but cumulatively considerable;
 - d. Create environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly;

The City of Patterson has, therefore, determined that the potential environmental impact of the project is insignificant.

MITIGATION MEASURES INCLUDED IN THE PROJECT, IF ANY, TO AVOID POTENTIALLY SIGNIFICANT EFFECTS: N/A

INITIAL STUDY: The City of Patterson Community Development Department has reviewed the potential environmental impacts of this project and has found that the probable impacts are potentially insignificant. A copy of the Initial Study is attached.

REVIEW PERIOD: September 29, 2016 through October 31, 2016

All comments regarding correctness, completeness, or adequacy of this Negative Declaration must be received by the City of Patterson Community Development Department, PO Box 667, Patterson, CA 95363 or at (209) 895-8020, no later than 5:00 p.m. on October 31, 2016.

DATE: September 29, 2016

SIGNATURE:

Joel Andrews, City Planner

Phone: (209) 895-8020

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CITY OF PATTERSON

Initial Study of Environmental Impact

I. Summary of Findings

Project Name:	Baldwin Self Storage
Project Description:	The project assessed by this initial study considers the construction and operation of a self-storage facility on 9.58 acres on the west side of Baldwin Road, approximately 750 feet north of Sperry Avenue. The project would include six storage buildings totaling 28,900 square feet each, three units of 17,255 square feet each and a 1,500 square foot office building for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space.
Sources:	This initial study was prepared using the Patterson Zoning Ordinance, 2010 General Plan, 2010 General Plan EIR, the 2001 Municipal Water Master Plan, the 2003 Patterson Wastewater Master Plan, and the City's guidelines for the implementation of CEQA.
Applicant:	City of Patterson, 1 Plaza, PO Box 667, Patterson, CA 95363
Recommendation:	Negative Declaration.
Location:	West side of Baldwin Road, approximately 750 feet north of Sperry Avenue, Patterson, CA 95363 – Assessor Parcel Number 021-026-026
Date:	September 29, 2016

II. Project Description

The project assessed by this initial study considers the construction and operation of a self-storage facility on 9.58 acres on the west side of Baldwin Road, approximately 750 feet north of Sperry Avenue. The project would include six storage buildings totaling 28,900 square feet each, three units of 17,255 square feet each and a 1,500 square foot office building for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space.

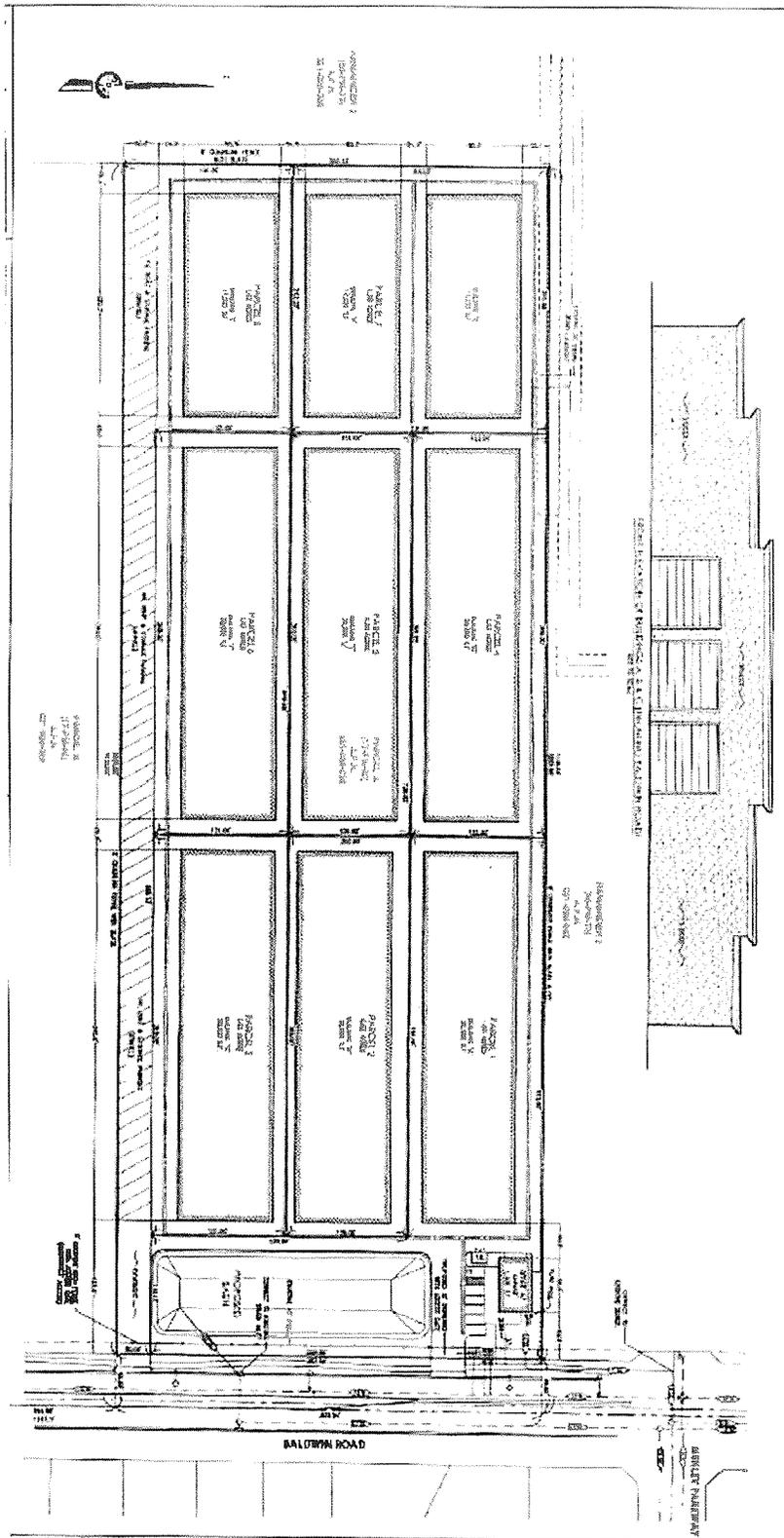
Environmental Setting

The site area accommodates a single family residence and related outbuildings and has been used for agricultural uses. The project site is located in the West Patterson Business Park Master Development Plan area in the Industrial Business Park Zone, Light Industrial General Plan designation. The site is surrounded by agricultural uses to the south, west, and north (approved for light industrial uses) and residences to the east. See Figure 1. The project would include right of way improvements along the west side of Baldwin Road adjacent to the project. See Figure 2.

Figure 1 – Project Location



Figure 2 – Project Site



III. Initial Study Environmental Checklist

This section discusses potential environmental impacts associated with approval of the proposed project.

The following guidance, adapted from Appendix I of the State CEQA Guidelines, was followed in answering the checklist questions:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the discussion. A "No Impact" answer is adequately supported if the discussion shows that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained when it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. All analyses must be based on a comparison between conditions that would occur if the project were implemented and existing conditions (also known as baseline conditions).
4. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
5. "Potentially Significant unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from earlier analyses may be cross-referenced).
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (State CEQA Guidelines Section 15063[c][D]). Earlier analyses are discussed in the project description above under "Previous Environmental Documents and Site-Specific Information".

The discussion that follows each section of checklist questions:

- analyzes previously certified environmental analysis and/or mitigation relevant to the issue, including the potential for each effect to be significant and adverse and standard requirements and measures that will preclude adverse impacts;
- describes proposed measures that will preclude adverse impacts;
- analyzes the potential for residual or remaining significant adverse impacts following implementation of the project and all previously identified, standard, and proposed requirements and measures; and
- summarizes the applicable mitigation measures established by the various support documents and project-specific measures that will reduce the impacts to a less-than-significant level.

Identification of the potential for residual significant adverse environmental impacts would trigger the need for preparation of an EIR. For issue areas in which no significant adverse impact would result or impacts would be reduced to a less-than-significant level by mitigation, further analysis is not required.

I. LAND USE AND PLANNING

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Conflict with general plan designation or zoning?			■	
b. Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?			■	
c. Be incompatible with existing land use in the vicinity?				■
d. Affect agricultural resources or operations (e.g., impacts on soils or farmlands, or impacts from incompatible land uses)?			■	
e. Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?				■

Setting

The project consists of a 226,665 square foot self storage facility. Personal storage facilities are permitted in the Industrial Business Park zone, where the project is located and are consistent with the Light Industrial General Plan designation. The applicant is requesting exceptions to three development criteria for the project through a Planned Development overlay zone: 1) Maximum building coverage of 50 percent. The applicant proposes 54.3 percent building coverage. 2) Maximum impervious surface coverage of 80 percent. The applicant is proposing 85.9 percent coverage. 3) Minimum lot size of 1.5 acres. The applicant has submitted a parcel map to divide the parcel into eight parcels ranging in size from 0.92 to 1.93 acres in size. The stated reason for the division is for financing the project as phases are built.

Discussion

Industrial use of the site is consistent with the general plan designation. The Patterson Municipal Code allows self storage facilities as a permitted use in the Industrial Business Park zone. The project is located within the West Patterson Business Park Master Development Plan and is consistent with that plan. The exemptions listed above are inconsistent with the zoning code requirements, however, approval of the Planned Development would allow those exceptions based on findings that the project is consistent with the General Plan and would foster and maintain the health, safety, and general welfare of the community.

The proposed project is located on a site previously used for agricultural purposes. This item was addressed through the West Patterson Business Park EIR.

Conclusion

The proposed project is not anticipated to significantly impact agricultural land or land use compatibility.

II. POPULATION AND HOUSING

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Cumulatively exceed official regional or local population projections?				■
b. Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?				■
c. Displace existing housing, especially affordable housing?			■	

Setting/Discussion

The project consists of a self-storage facility on a lot currently accommodating a single family residence. Development of the site for light industrial uses is consistent with the General Plan and West Patterson Business Park Master Plan and impacts have been addressed in the EIR's associated with those projects.

Conclusion

The project will not have a significant impact on housing or population.

III. GEOLOGIC HAZARDS

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in or expose people to potential impacts involving:</i>				
a. Fault rupture?				■
b. Seismic ground shaking?				■
c. Seismic ground failure, including liquefaction?				■
d. Seiche, tsunami, or volcanic hazard?				■
e. Landslides or mudflows?				■
f. Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill?			■	
g. Subsidence of the land?				■
h. Expansive soils?			■	
i. Unique geologic or physical features?				■

Setting

The area is within a zone of low seismic activity. All impacts have been addressed in the General Plan EIR and West Patterson Business Park EIR. No significant soils effects or geological problems are expected which cannot be addressed through the use of current engineering standards adopted by the City and State.

Discussion

f.,h. Grading and excavation required to for construction of the project create the possibility of unstable soil conditions. However, no significant soils effects or geological problems are expected which can not be addressed through the use of current engineering standards adopted by the City and State.

Conclusion

The project will not result in impacts relating to geologic hazards considered to be significant.

IV. DRAINAGE AND WATER SUPPLY

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in:</i>				
a. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?			■	
b. Exposure of people or property to water-related hazards such as flooding?				■
c. Discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen or turbidity)?			■	
d. Changes in the amount of surface water in any water body?			■	
e. Changes in currents, or the course or direction of water movements?				■
f. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability?			■	
g. Alteration to the direction or rate of flow of groundwater?				■
h. Impacts on groundwater quality?				■
i. Substantial reduction in the amount of groundwater otherwise available for public water supplies?			■	

Setting/ Discussion

The project site is flat with minimal vegetation. The project would be served by a private storm drain basin located along Baldwin Road. Because the impervious surface coverage is greater than that anticipated under the West Patterson Business Park Master Development Plan, this basin will be required to be larger than typical to accommodate additional flows. The incremental difference is not considered to be a significant impact.

City infrastructure includes a non-potable water system. A condition of approval for the project will include set up necessary infrastructure to utilize the non-potable system for landscaping purposes when that service becomes available proximate to the site.

- a., c., d. Development of the site will result in additional impervious surfaces associated with buildings and parking, which will increase the volume and velocity of surface runoff. The project site is located outside of the 100- and 200-year floodplain zones. The project will be required to contribute its fair share toward

the completion of storm drainage improvements consistent with the City's Storm Water Master Plan.

- f., i. The City derives all of its water supply from the Delta-Mendota groundwater basin. The basin encompasses 736,000 acres of land extending along the western side of the San Joaquin Valley between the San Joaquin River and the western edge of the Valley alluvium, from the Stanislaus/San Joaquin County line through Stanislaus and Merced Counties into Fresno County to the boundary of the Westlands Water District south of the City of Firebaugh. Recent studies, including the Urban Water Management Plan have determined an adequate water supply is available for water use within the current City limits. Water is delivered to customers directly from City's wells, without treatment. The project is expected to account for a small fraction of the future water demand contemplated in the Urban Water Management Plan, but will contribute to the overall cumulative demand. The project will be required to contribute its fair share toward water improvements.

Conclusion

The project is not expected to result in significant impacts relating to drainage and water quality or quantity.

V. AIR QUALITY

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Violate any air quality standard or contribute to an existing or projected air quality violation?			■	
b. Expose sensitive receptors to pollutants?				■
c. Alter air movement, moisture, or temperature, or cause any change in climate?				■
d. Create objectionable odors?				■

Setting

Currently, the San Joaquin Valley Air Basin is classified as a “Severe non-attainment” area for both the federal and State standards for ozone and a “serious” non-attainment area for the federal standard for respirable particulate matter (PM₁₀, or particles 10 microns or smaller in diameter). Emissions of these air pollutants, and their precursors, will increase as a result of motor vehicle trips generated by the project, and from grading and construction operations. Together, these activities may hinder efforts to achieve and maintain air quality standards established by federal and State laws.

Discussion

- a. Development of the project site will result in short-term air pollutant emissions and dust generation from construction activities. Such activities will generate short-term fugitive dust and vehicle exhaust emissions as a result of excavation, grading, and construction-related vehicle trips.

Construction Emissions

A project’s construction phase produces many types of emissions, but PM-10 is the pollutant of greatest concern. PM-10 emissions can result from a variety of construction activities, including excavation, grading, demolition, vehicle travel on paved and unpaved surfaces, and vehicle exhaust. Construction-related emissions can cause substantial increases in localized concentrations of PM-10, as well as affecting PM-10 compliance with ambient air quality standards on a regional basis. Particulate emissions from construction activities can lead to adverse health effects as well as nuisance concerns such as reduced visibility and soiling of exposed surfaces.

The SJVUAPCD’s approach to CEQA analyses of construction impacts is to require implementation of effective and comprehensive control measures rather than to require

detailed quantification of emissions. PM-10 emitted during construction can vary greatly depending on the level of activity, the specific operations taking place, the equipment being operated, local soils, weather conditions, and other factors, making quantification difficult. Despite this variability in emissions, experience has shown that there are a number of feasible control measures that can be reasonably implemented to significantly reduce PM-10 emissions from construction. The SJVUAPCD has determined that compliance with Regulation VIII for all sites and implementation of all other control measures as appropriate, depending on the size and location of the project site will constitute sufficient mitigation to reduce PM-10 impacts to a level considered less-than-significant.

San Joaquin Valley Unified Air Pollution Control District air quality mitigation measures are already included as mitigations for all projects as standard procedure to address these issues. Additionally, appropriate policies are dealt with in the 2010 General Plan EIR:

The City shall require all of the following as a condition of project approval of future development projects:

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.
- When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, track-out (earth material deposited on City streets by construction equipment) shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.
- Any site with 150 or more vehicle trips per day shall prevent carryout and track-out.
- Limit traffic speeds on unpaved roads to 15 mph;

- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.
 - Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site;
 - Install wind breaks at windward side(s) of construction areas;
 - Suspend excavation and grading activity when winds exceed 20 mph; and Limit area subject to excavation, grading, and other construction activity at any one time. Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation.
- a. Impacts associated with the project are related to construction activities and traffic associated with operation of the project. Such impacts have been addressed through the listed measures. As a result, no significant impact is anticipated.

Conclusion

The project will not result in significant impacts to air quality.

VI. TRANSPORTATION/CIRCULATION

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in:</i>				
a. Increased vehicle trips or traffic congestion?			■	
b. Hazards to safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				■
c. Inadequate emergency access or access to nearby uses?				■
d. Insufficient parking capacity onsite or offsite?			■	
e. Hazards or barriers for pedestrians or bicyclists?				■
f. Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				■
g. Rail, waterborne, or air traffic impacts?				■

Discussion

The project is located north of Sperry Avenue, on the west side of Baldwin Road. Access to the site would be provided at a driveway on Baldwin Road. The site plan shows parking located near the office building near Baldwin Road.

- a. Construction of the project would incrementally add vehicle trips that are necessary to transport construction equipment, materials and personnel to the project site while the project is built. During operation, a facility of this size and type is expected to generate a minimal number of vehicle trips. These trips are expected to be staggered throughout the day and would not lower area streets to a level of service requiring intersection improvements.

- d. A project of this size would typically require 30 parking spaces under Municipal Code requirements. However, due to the nature of the business, the six parking spaces proposed should be adequate to serve the project.

Conclusion

The project will not result in significant impacts to transportation or circulation systems.

VII. BIOLOGICAL RESOURCES

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in impacts on:</i>				
a. Endangered, threatened or rare species or their habitats (including, but not limited to, plants, fish, insects, animals, and birds)?			■	
b. Locally designated species (e.g., heritage trees)?				■
c. Locally designated natural communities (e.g., oak forest)?				■
d. Wetland habitat (e.g., marsh, riparian, and vernal pool)?				■
e. Wildlife dispersal or migration corridors?				■

Setting/Discussion

Endangered, threatened, or rare species in the Patterson area include the San Joaquin Kit Fox (*Vulpes macrotis mutica*), Swainson's Hawk (*Buteo swainsoni*), Southwestern Pond Turtle (*Clemmys marmorata*), Burrowing Owl (*Athene cunicularia*), Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*), and Red-legged Frog (*Rana aurora draytonii*). The San Joaquin Kit Fox's preferred habitat is grassland and rolling hills. Swainson's Hawk and Burrowing Owl both prefer grasslands.

Suitable foraging and denning habitat for the San Joaquin kit fox is located west of I-5. Potential denning and foraging habitat east of I-5 is low value for the San Joaquin kit fox and is expected to be used infrequently. The West Patterson Business Park EIR calls for payment of \$2000 per developed acre to either the City, the Center for Natural Lands Management, the California Wildlife Foundation, or CDFG to establish a free movement corridor in Western Stanislaus County. Additionally, all excavated holes or trenches, more than two feet deep, shall be covered after each working day, or equipped with escape ramps. All construction pipes stored at the site overnight shall be inspected for kit foxes. All food-related trash items shall be removed at least once a week from construction sites.

Swainson's hawk nests in areas such as riparian woodlands, roadside trees, trees along filed borders, and the edges of remnant oak woodlands. None of these types of habitat exist within the project area. Foraging habitat includes agricultural fields. The West Patterson Business Park EIR calls for an in-lieu fee of \$600 per developed acre to be held by

an agency approved by CDFG for the ultimate purpose of buying permanent conservation easements.

Burrowing owl habitat may be found in annual grasslands and in the margins of irrigated crops. The West Patterson Business Park EIR found that mitigation proposed for Swainson's Hawk and kit foxes would also benefit burrowing owls and compensate for any potential impact to owls.

Conclusion

Using the previously approved mitigation measures, all impacts will be reduced to a less than significant impact.

VIII. ENERGY AND MINERAL RESOURCES

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in:</i>				
a. Conflict with adopted energy conservation plans?				■
b. Use nonrenewable resources in a wasteful and inefficient manner?				■
c. Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the state?				■

Discussion

The project will result in an incremental increase to the use of energy and non-renewable resources, but not above levels anticipated in the General Plan. These impacts are considered adverse, but not significant.

Conclusion

The project would not result in a significant increase in the use of energy or mineral resources.

IX. HAZARDS

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal involve:</i>				
a. A risk of accidental explosion or release of hazardous substances (including, but not limited to, oil, pesticides, chemicals, or radiation)?			■	
b. Possible interference with an emergency response plan or emergency evacuation plan?				■
c. The creation of any health hazard or potential health hazard?				■
d. Exposure of people to existing sources of potential health hazards?				■
e. Increased fire hazard in areas with flammable brush, grass, or trees?				■

Discussion

There is the potential that hazardous materials could be stored at the project. A condition of approval will be included requiring the owner to notify all customers, in writing, that no hazardous materials, including oil, pesticides, and chemicals, are not permitted for storage on the site.

Conclusion

The project will have a less than significant impact on health and safety.

X. NOISE

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in:</i>				
a. Increases in existing noise levels?			■	
b. Exposure of people to severe noise levels?			■	

Setting

The Noise Element of the General Plan provides goals, policies, and implementation measures intended to reduce the adverse effects of noise. The Noise Element sets standards for the maximum allowable noise exposure from transportation sources as summarized on Table HS-1, below.

Table HS-1: Noise Level Performance Standards For New Projects Affected By Or Including Non-Transportation Sources		
Noise Level Descriptor	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
Hourly Leq, Db	50	45
Maximum level, Db	70	65

Each of the noise levels specified above shall be lowered by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).

Noise is typically expressed in decibels (dB). The decibel scale is logarithmic because of the physical characteristics associated with noise transmission and reception. For example, a 3.0 decibel (dB) increase in noise levels normally results in a doubling of *noise energy*; however, because of the structure of the human auditory system, a 10-decibel increase is required to perceive a doubling of *noise*. A 1- to 2-decibel change in ambient noise levels is generally not perceptible to the human ear. The A-weighted decibel (dBA) incorporates the human ear's sensitivity to sounds of different frequencies. On this scale, the sound level of normal talking is about 60 to 65 dBA.

Noise levels diminish (or attenuate) as distance from the source increases based on an inverse square rule, but the rate constant varies with the type of sound source. Sound from point sources, such as industrial facilities, attenuates at a rate of 6 dBA per doubling of distance. Heavily-traveled roads with few gaps in traffic behave as continuous line sources with an attenuation rate of 3 dBA per doubling of distance. Otherwise, roads typically have an attenuation rate of 4.5 dBA.

Discussion

a., b. Noise levels on the project site will increase as a result of construction and operation.

The project is expected to generate noise from construction activities and operational activities. The City of Patterson Municipal Code prohibits the operation of equipment and outside construction work from 10 PM to 7 AM without approval of the City Manager to limit disruptions due to construction noise.

Disruptive noise from operation of the storage facility is expected to be minimal.

Conclusion

Noise levels resulting from construction and operation of the project are considered to be within the allowable tolerances and are not expected to have a significant impact.

XI. PUBLIC SERVICES

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:</i>				
a. Fire protection?			■	
b. Police protection?			■	
c. Schools?				■
d. Maintenance of public facilities, including roads?			■	
e. Other governmental services?			■	

Setting/Discussion

The project will result in an incremental increase in the need for public services and the maintenance of public facilities. The project will be required to pay development impact fees for the provision of these services.

Conclusion

The project will not result in a significant impact on the need for and maintenance of public services.

XII. UTILITIES AND SERVICE SYSTEMS

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:</i>				
a. Power or natural gas?			■	
b. Communications systems?			■	
c. Local or regional water treatment or distribution facilities?				■
d. Sewer or septic tanks?			■	
e. Stormwater drainage?			■	
f. Solid waste disposal?			■	
g. Local or regional water supplies?			■	

Setting/Discussion

The project would incrementally increase the demand for water, wastewater collection and treatment, storm drainage, and solid waste systems. The project is not anticipated to generate impacts beyond those considered in the 2010 General Plan.

Conclusion

The project will not result in a significant impact to utility or service systems

XIII. AESTHETICS

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Affect a scenic vista or scenic highway?				■
b. Have a demonstrable negative aesthetic effect?			■	
c. Create light or glare?			■	

Setting/Discussion

The project site is located along the Baldwin Road, across from residential buildings. Building elevations show single story building with an average height of about 14 feet. Exterior materials consist of cement plaster with steel roll up doors. The side facing Baldwin Road will include a stepped parapet. An eight foot wrought iron fence would border the property on the west side, with slatted chainlink fence proposed for the north south, and west sides of the project. These sides are expected to be hidden from view by future development. Climbing ivy will be planted along the north side of the project to improve future views of this side of the project. Building design details will be assessed by decision makers during the design review process for consistency with the City's Community Design Guidelines.

Lighting will be required to be directed downward to prevent glare.

Conclusion

The project will not have a significant adverse effect on the aesthetic quality of the City.

XIV. CULTURAL RESOURCES

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Disturb paleontological resources?				■
b. Disturb archaeological resources?				■
c. Affect historical resources?				■
d. Have the potential to cause a physical change which would affect unique ethnic cultural values?				■
e. Restrict existing religious or sacred uses within the potential impact area?				■

Setting

A review of relevant archaeological literature found no evidence of prehistoric, historic or archeological sites within the project vicinity according to the archival record. The construction project is subject to mitigation measures from the 2010 General Plan EIR. If cultural resources are unearthed during excavation or construction, the project will be halted and appropriate agencies contacted for further site assessment.

Conclusion

Development of the project site will not have a significant impact on archaeological, historic or paleontological resources.

XV. RECREATION

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<i>Would the proposal:</i>				
a. Increase the demand for neighborhood or regional parks or other recreational facilities?				■
b. Affect existing recreational opportunities?				■

Setting/Discussion

The project consists of a self-storage facility and will not result in a significant impact to recreational resources.

Conclusion

Project related impacts to recreation facilities and opportunities are considered less than significant.

XVI. MANDATORY FINDINGS OF SIGNIFICANCE

Issues	Potentially Significant Impact	Potentially Significant unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				■
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?				■
c. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				■
d. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				■

Discussion of Checklist Answers

The project is not expected to result in significant adverse impacts on the environment.

XVII. Determination

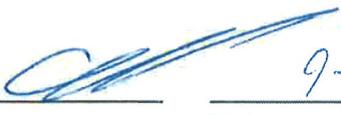
In accordance with Sections 15152 and 15168 of the State CEQA Guidelines, this initial study has been prepared to evaluate the potential impacts of the proposed project.

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in the initial study. A NEGATIVE DECLARATION will be prepared.
- I find that the project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.



Joel Andrews
City Planner
City of Patterson
(209) 895-8024



Date



9-26-16

**PUBLIC NOTICE
THE CITY OF PATTERSON PLANNING COMMISSION
REGULAR MEETING**

NOTICE IS HEREBY GIVEN that the City of Patterson Planning Commission will hold a Regular Meeting on **Thursday, October 13, 2016, at 7:00 p.m.**, in the City Council Chambers located at 1 Plaza, Patterson, to consider the following:

Public Hearing: Architectural & Site Plan Review #16-03, Planned Development #16-02, Tentative Parcel Map #16-03, Development Agreement #16-01, Westside Self Storage Baldwin, APN #021-026-026

Consideration of a self-storage facility on 9.58 acres on the west side of Baldwin Road, approximately 750 feet north of Sperry Avenue. The project would include six storage buildings totaling 28,900 square feet each, three storage buildings of 17,255 square feet each and a 1,500 square foot office building for a total of 226,665 square feet. A storm drain basin would be located along Baldwin Road to service the project. Access would be provided at a driveway on Baldwin Road with six parking spaces, including one accessible parking space. Included with the application is a parcel map that would divide the property into eight parcels ranging from 0.92 to 1.93 acres in size. The stated reason for the division is for financing of the project as phases are built. The Planned Development application requests exceptions from three development standards outlined for the Industrial Business Park Zone where the project is located: 1) The maximum building coverage is 50 percent, the applicant proposes 54.3 percent building coverage. 2) The maximum impervious surface coverage is 80 percent. The applicant proposes 85.9 percent. 3) The minimum lot size is 1.5 acres. The applicant requests lots as small as 0.92 acres.

At the above noted tie and place, testimony from interested persons will be heard by the Planning Commission and duly considered prior to making a recommendation. Any material submitted to the Planning Commission for consideration (photographs, petitions, letters, etc.) will be retained by the City and cannot be returned.

If a challenge to the above application is made in court, persons may be limited to raising only those issues they or someone else raised at the Public Hearing.

Denise Melo, Planning Technician II, Community Development Department

