

When recorded, return to:

CITY OF SALINAS
Community Development Department
65 West Alisal Street, Salinas, CA 93901
Attn: Thomas Wiles, Senior Planer

SPACE ABOVE FOR RECORDER'S USE ONLY

Title of Document

VARIANCE NO. 2018-002

City of Salinas

Community Development Department

WHEREAS, the Salinas Planning Commission, at a public hearing duly noticed and held on April 3, 2019, has found, on the basis of the application, plans, materials, and use, that the proposed Variance conforms to the intent of the Salinas Zoning Code and the Salinas General Plan; that because of special circumstances or conditions applicable to the development site, including shape, size, topography, location, or surroundings, strict application of the requirements of this chapter deprive such property of privileges enjoyed by other property in the vicinity and under identical zoning classification; that granting the application will not be detrimental or injurious to property or improvements in the vicinity of the development site, or to the public health, safety or general welfare; that granting the application is consistent with the purposes of the Salinas General Plan and the Zoning Code and will not constitute a grant of special privilege inconsistent with limitation on other properties in the vicinity and in the same zoning district; that any variance shall not be granted for a parcel which authorizes a use or activity which is not otherwise expressly authorized within the zoning district; that the hardship peculiar to the property was not created by any act of the current owner; that personal, family or financial difficulties and loss of prospective profits are not hardships or reasons justifying a variance; that this project has been evaluated in accordance with the California Environmental Quality Act, as amended; and that the Salinas Planning Commission has reviewed and considered an exemption from the California Environmental Quality Act.

NOW, THEREFORE, the Salinas Planning Commission hereby grants and issues Variance No. 2018-002 pursuant to *Article VI, Division 9: Variances*, of Chapter 37 of the Salinas City Code and upon the following terms and conditions and not otherwise, to wit:

ISSUED TO: Taylor Fresh Foods Incorporated

PROPERTY OWNER: Oaktree Property Company

FOR USE: Authorize a Variance from Zoning Code Section 37-50.690(b), Table 37-50.190, requiring a minimum depth of 20-feet of street frontage landscaping and screening of outdoor industrial uses from the public view for an existing agricultural processing facility.

ON PROPERTY LOCATED AT: 745 Airport Boulevard

ASSESSOR'S PARCEL NO.: 003-692-008-000

ZONING DISTRICT: Industrial – General – Airport Overlay (IG-AR)

ENVIRONMENTAL REVIEW ACTION & DATE: Exempt from the California Environmental Quality Act (CEQA) under Section 15301 (Existing Facilities) on April 3, 2019.

EXPIRATION DATE: None, once properly established, or if the subject use ceases operation for a continuous period of six (6) months or more.

RIGHT TO OPERATE/DEVELOP

1. The Permittee is authorized a Variance from the Zoning Code requirement for a minimum depth of 20-feet of street frontage landscaping and screening of outdoor industrial uses from the public view along the Airport Boulevard frontage for an existing agricultural processing facility located on the above-described property in accordance with the following exhibits incorporated herein by reference and made a part of this Permit:

Exhibit "A"	Vicinity Map
Exhibit "B"	Landscape Plan (Sheet L1.0)
Exhibit "C"	Irrigation Plan (Sheet L2.0)
Exhibit "D"	Engineer's Report dated March 25, 2019

LIMITATIONS ON USE

2. The project was an active Grading Permit (GP17-0008) and all construction activities shall comply with BMP (Best Management Practices) requirements per the approved Erosion and Sediment Control Plan.
3. The contractor shall notify the City of Salinas of any work activity 48-hours prior to start of work.
4. The City Planner may conduct a review of the Variance after inauguration, and may require modifications, if appropriate. The City Planner may also schedule a review by the Salinas Planning Commission, at a public hearing,

if considered necessary. In the event that a public hearing is necessary, the Permittee shall reimburse the City of Salinas for all costs and expenses required to prepare for and conduct said hearing.

5. If the subject agricultural processing use ceases operation for a continuous period of six (6) months or more, this Variance shall become null and void.

NPDES REQUIREMENTS

6. The development shall conform to all National Pollutant Discharge Elimination System (NPDES) and Low Impact Development (LID) requirements and standards in effect and required by the City Engineer when building and/or grading permits are issued.

PARKING REQUIREMENTS

7. All off-street parking areas shall be graded, paved, drained, landscaped, striped, and maintained in accordance with *Article V, Division 2: Parking, Loading, and Outdoor Lighting* of the Salinas City Code.

LANDSCAPING

8. Pursuant to Zoning Code Section 37-50.690(i), Alternative Means of Compliance from Zoning Code Sections 37-50.170(c)(3) and 37-50.690(g)(2)(A), requiring a minimum 20-foot deep landscaped planter along the front yard setback along the Airport Boulevard frontage is approved as a part of this permit.
9. Prior to issuance of a building and/or grading permit, the Applicant or successor-in-interest shall submit detailed landscape and irrigation plans for review and approval by the Community Development Department. Landscaping shall be installed prior to final inspection. The landscape and irrigation plans shall include the following:
 - a. The project includes landscaping greater than 500 square feet, it is therefore subject to the State of California "Model Water Efficient Landscape Ordinance" (AB 1881) which is referenced in the City's Water Conservation Ordinance (Municipal Code Chapter 36A, Article III).
 - b. The landscape and irrigation plans shall show a minimum of 10-feet of front yard landscaping and irrigation from the property line along the Airport Boulevard frontage.
 - c. Landscape plans shall show the location, type, size, and names of all plant materials and ground covers.

- d. Irrigation plans shall show size and location of irrigation pipe, heads, bibs, and backflow devices.
 - e. Vines shall be planted along the exterior screen walls and/or fences to discourage graffiti, soften the impact of the walls/fences facing public right-of-ways, and provide additional screening.
 - f. Planters located along the street frontages shall include mounds and berms to create visual interest.
 - g. Landscaping located within an Area of Unrestricted Visibility shall be maintained and trimmed not to exceed three feet in height within the fifteen-foot visibility triangles at the driveways.
 - h. Trees shall be double-staked per Zoning Code Section 37-50.700(d)(5), Figure 37-50.150.
 - i. Exposed soil shall be landscaped with drought resistant groundcover that will propagate and take root quickly. A minimum two-inch layer of mulch shall be applied except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
 - j. Turf shall be limited to 25% of the total landscaping area. No turf shall be permitted in areas with a dimension of less than eight (8) feet, or on slopes exceeding ten-percent.
10. All landscaping shall comply with *Article V, Division 4: Landscaping and Irrigation* of the Salinas Zoning Code, including, but not limited to, standards, drought resistant plants and turf, irrigation, parking lot landscaping and installation and maintenance.

MAINTENANCE

11. All parking areas, driveways, other paved surfaces, accessways and grounds shall be regularly maintained and kept free of weeds, litter, and debris. All traffic signs and pavement markings shall be clear and legible at all times. All landscaped areas shall be maintained free of weeds, trash, and debris, and all plant material shall be continuously maintained in a healthy, growing condition. All exterior building and wall surfaces shall be regularly maintained, and any damage caused by weathering, vandalism, or other factors shall be repaired in conformance with the terms and conditions of this Permit.

PUBLIC IMPROVEMENTS

12. Public improvements to serve the development shall be reviewed and approved by the City Engineer and shall be installed in accordance with City standards. All new utilities shall be installed underground with details to be included on the final improvement plans.

UTILITIES/EQUIPMENT SCREENING

13. All new mechanical equipment and appurtenances (i.e. gas, water meters, electrical boxes, HVAC systems, refrigeration equipment, etc.), building or ground mounted, shall be screened from public view and adjacent properties. Roof vents shall be painted to blend with roof materials. Details shall be shown on the final construction and/or land plans and are subject to the approval of the City Planner.

PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS

14. The issuance of this Variance shall not relieve the Permittee of any requirement to obtain permits or licensing from any county, regional, state or federal agencies. If applicable, a City Business License shall be obtained prior to commencement of use.
15. The Variance may be subject to water and sanitary sewer allocations. The Permittee will proceed at their own risk as water and sanitary sewer allocation may not be available at the time requested.

MODIFICATION OF APPROVED USE AND PLANS

16. Any modification to the terms and conditions of the Variance are subject to the issuance of a new Permit. The City Planner may approve minor modifications to the Variance if the City Planner finds the modification to be in substantial compliance with the original approval.

VIOLATION; REVOCATION

17. Use of the property shall be conducted in such a way that it does not constitute a nuisance to the use and enjoyment of surrounding properties or the City. Any permittee, person, firm, corporation, whether as principal, agent, employee or otherwise, violating, causing or maintaining the violation of any of the provision of this Permit shall be guilty of a misdemeanor or an infraction, as charged. Alternatively, any violation of the Conditional Use Permit and Variance may be prosecuted administratively pursuant to the City's Administrative Remedies Ordinance and/or other applicable laws, regulations or codes. Upon determination by the City Planner that there are

reasonable grounds for revocation of the Conditional Use Permit and Variance, a revocation hearing shall be set to be heard before the Salinas Planning Commission in accordance with *Article VI, Division 18: Enforcement and Penalties* of the Salinas Zoning Code or such codes as may be subsequently adopted.

SUBSTANTIAL ACTION TIME LIMIT

18. The Variance shall expire one year after its effective date unless:
 - a. The City Planner determines that substantial action has commenced to carry out the terms and intent of the Variance.

PERMIT VALIDATION

19. Pursuant to Zoning Code Section 37-60.530, the Variance shall be null and void and all terms and conditions shall have no force or effect unless this Permit is signed by the Permittee(s) and returned to City of Salinas Community Development Department within 90 days of approval. ***It is the applicant's responsibility to track the 90-day expiration date. No notice will be sent.***

STANDARD CONDITIONS

20. Pursuant to **Salinas City Code Section 1-8.1: Civil action enforcement**, and **Section 1-8.2: Liability for costs**, permittee shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the City in enforcing the provisions of this Permit.
21. The applicant(s) shall defend, indemnify, and hold harmless the City of Salinas or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the City, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of this project/use. For Tentative Maps, this shall also apply when such claim or action is brought within the time period provided for in applicable state and/or local statutes. The City shall promptly notify the applicant(s) of any such claim, action, or proceeding. The City shall cooperate in the defense. Nothing contained in this condition shall prohibit the City from participation in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.
22. Notwithstanding any of the provisions in this permit, all improvements and uses shall comply with all other ordinances and regulations of the City of

Salinas and all local, state and federal laws and regulations.

23. No further development other than that shown on this permit or attached exhibits shall be allowed unless or until an amendment to this permit has been approved. Requests for a minor modification of an approved permit may be granted by the City Planner provided the modification is substantially in compliance with the original approval and conditions.

NOTICE OF CHALLENGE LIMITATIONS

24. Code of Civil Procedure Section 1094.6 requires all Court challenges to the decision to grant this Permit be initiated within 90 days of the final decision of the City in this matter.

EXECUTIONS

THIS VARIANCE was approved by action of the Salinas Planning Commission on April 3, 2019, and shall become effective on the following date unless appealed to the City Council in accordance with Division 31: Appeals:

Effective Date: April 16, 2019

Courtney Grossman
Planning Manager

(Signatures Listed Below on Pages 8 through 13 Must Be Notarized)

THIS VARIANCE is hereby accepted upon the express terms and conditions hereof, and the undersigned Permittee agrees to strictly conform to and comply with each and all of this Permit's terms and conditions.

Dated: _____

Bruce Taylor, Chairman and CEO
Taylor Fresh Foods, Inc., Permittee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Dated: _____

Tom Bryan, Chief Financial Officer
Taylor Fresh Foods Inc., Permittee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CONSENT is hereby granted to the Permittee to carry out the terms and conditions of this Variance.

Dated: _____

William Codiga
Oaktree Property Company, Property Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Dated: _____

Cloy Codiga
Oaktree Property Company, Property Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Dated: _____

Chris Codiga
Oaktree Property Company, Property Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201 __, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Dated: _____

Clark Codiga
Oaktree Property Company, Property Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

I:\ComDev\ThomasWi\Documents\Variances\V 18-02 - 745 Airport Blvd\V 2018-002.doc