

When recorded, return to:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

Title of Document:

PLANNED UNIT DEVELOPMENT PERMIT NO. 2018-001
(Amends PUD 2014-001)
City of Salinas
Community Development Department

WHEREAS, the Salinas City Council, at a public hearing duly noticed and held on January 22, 2019 found that the location of the Planned Unit Development is in accord with the objectives of the Zoning Code and the purposes of the district in which the site is located; The Planned Unit Development and the proposed conditions under which it would be developed or maintained are consistent with the Salinas General Plan and will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the Planned Unit Development, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City; and the Planned Unit Development does not represent an exception to the standards of the Zoning Code but rather an alternative resulting in an equal or superior design in comparison to development which strictly complies with base property development regulations; and that this Planned Unit Development Permit has been evaluated in accordance with the California Environmental Quality Act, as amended; and that the Salinas City Council has reviewed and considered an Exemption to CEQA,

NOW, THEREFORE, the Salinas City Council hereby grants and issues Planned Unit Development Permit No. 2018-001 pursuant to *Division 26: Planned Unit Development Permits*, of Chapter 37 of the Salinas City Code and upon the following terms and conditions and not otherwise, to wit:

ISSUED TO: Northridge Owner, L.P.

FOR: Amendment to Planned Unit Development Permits 2014-001 (PUD 2014-001) to authorize and increase in sign area to an approved LED readerboard sign and authorize placement of a new 17-foot high sign shaped as a bowling pin.

ON PROPERTY LOCATED AT: 796 and 1600 Northridge Mall

ASSESSOR'S PARCEL NOS.: 253-201-052-000 and 253-201-058-000

ZONING DISTRICT: Commercial Retail (CR)

ENVIRONMENTAL REVIEW ACTION & DATE: Exempt per CEQA Section 15311(a) (Accessory Structures), January 22, 2019

EXPIRATION DATE: None, once properly established.

RIGHT TO OPERATE/DEVELOP

1. An Amendment to Planned Unit Development Permit 2014-001 (PUD 2014-001) located on the above-described property to authorize the following:
 - a. Modify an approved 60-foot high freestanding LED readerboard pylon sign to increase the sign area from 1,656 square-feet to 1,852 square-feet and reduce the number of tenant cabinet signs from eight (8) to six (6) located along the U.S. Highway 101 frontage; and
 - b. Allow a freestanding 17-foot high bowling pin sign for a commercial recreation and entertainment use (Round One) located at the east entrance of the Northridge Mall.

The above signs are in accordance with the following exhibits incorporated herein by reference and made a part of this Permit:

Exhibit "A" - Vicinity Map

Exhibit "B" - Site Plan for Northridge Mall Pylon Sign (Sheet 1 of 1)

Exhibit "C" – Proposed Northridge Mall Pylon Sign (Sheet NR-19)

Exhibit "D" – Site Plan for Round One Freestanding Sign (Page 1)

**Exhibit "E" – Signage Detail for Round One Freestanding Sign
(Page 2)**

Exhibit "F" – Elevations for Round One Freestanding Sign (Page 3)

2. The City Planner may conduct a review of this Permit after inauguration, and may require modifications, if appropriate. The City Planner may also schedule a review by the Salinas City Council, 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.
3. All remaining terms and conditions of Planned Unit Development Permits 1978-008 (PUD 1978-008) and 2014-001 (PUD 2014-001) and Conditional Use Permit 2018-001 (CUP 2018-001) shall remain in full force and effect.
4. Prior to issuance of a building permit, the Applicant or successor-in-interest shall provide written correspondence that the proposed freestanding readerboard pylon sign (Exhibit "C"), is in compliance with all applicable California Department of Transportation (Caltrans) and/or California Highway Patrol (CHP) regulations

with respect to timing of message changes, and illumination levels.

5. The proposed freestanding readerboard pylon sign (Exhibit "C") shall be used only for the on-site advertising of tenants located at Northridge Mall. No off-site advertising shall be permitted.

SIGNS

6. Sign Permits issued in accordance with *Article 5, Division 3: Signs*, of the Salinas City Code, shall be required for all signs and shall be in compliance with the Northridge Mall Master Sign Plan.
7. No canvas signs, banners, pennants, flags, streamers, balloons or other temporary or wind signs; no mobile, A-frame, or portable signs; no roof or canopy signs extending above a building roof; no signs that resemble any official marker erected by the city, state or any governmental agency, or that by reason of position, shape, color or illumination would conflict with the proper functioning of any traffic sign or signal or would be a hazard to vehicular or pedestrian traffic; no signs which produce odor, sound, smoke, fire or other such emissions; and no animated, flashing, moving or rotating signs shall be permitted unless permitted in accordance with Article 5, Division 3: Signs of the Salinas Zoning Code, as may be amended from time to time.
8. If the Commercial Recreation use approved by Conditional Use Permit 2018-001 (CUP 2018-001), ceases operation for a continuous period of six (6) months or more, then the related freestanding 17-foot high sign shaped as a bowling pin shall be removed immediately upon cessation of the use.

LANDSCAPING

9. Pursuant to Zoning Code Section 37-50.640(e)(5), both signs shall be located within planted landscaped areas, which are of a shape and design that will provide a compatible setting and ground definition to the signs. Raised planters for both signs are encouraged.
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 utilities shall be installed underground with details to be included on the final improvement plans.

UTILITIES/EQUIPMENT SCREENING

13. All utility lines shall be placed underground and all power transformers shall be placed underground where permitted by the utility company. Where transformers must be pad-mounted above ground, they shall be located away from the general public view or shall be effectively concealed by landscaping or a screen fence of a design approved by the utility company and the City Planner.

PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS

14. The issuance of this Permit shall not relieve the Permittee of any requirement to obtain necessary permits or licensing from city, county, regional, state or federal agencies.

MODIFICATION OF APPROVED USE AND PLANS

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

VIOLATION; REVOCATION

16. 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, in the discretion of the City Attorney, violations of this Permit may be prosecuted administratively pursuant to the City's Administrative Remedies Ordinance. Upon determination by the City Planner that there are reasonable grounds for revocation of this Permit, a revocation hearing shall be set to be heard before the Salinas City Council 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

17. This Permit shall expire one year after its approval date unless:
 - a. A Building Permit has been issued and construction diligently pursued; or
 - b. The City Planner determines that other substantial action has been commenced to carry out the terms and intent of this Permit.

PERMIT VALIDATION

18. Pursuant to Zoning Code Section 37-60.1040, this Permit 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 the 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

19. 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.
20. 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.
21. 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.
22. 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

23. 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 PLANNED UNIT DEVELOPMENT PERMIT 2018-001 *was approved by action of the Salinas City Council on January 22, 2019, and shall become effective immediately:*

Effective Date: January 22, 2019

Megan Hunter, Director
Community Development Department

(All Signatures Listed Below on Pages 6 through 9 Must Be Notarized)

*This **PLANNED UNIT DEVELOPMENT PERMIT** 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: _____

Nicholas P. Petredis, Esq.
Northridge Owner, L.P. 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.
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STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____ 201__, before me, _____, 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 Planned Unit Development Permit.

Dated: _____

Rob Hense, Senior Vice President, Development
Northridge Owner, L.P., Property Owner

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Signature _____

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