

When recorded, return to:

CITY OF SALINAS
Community Development Department
65 West Alisal Street, Salinas, CA 93901
Attn: Robert Latino, Associate Planner

SPACE ABOVE FOR RECORDER'S USE ONLY

Variance 2019-001

VARIANCE 2019-001

City of Salinas

Community Development Department

WHEREAS, the Salinas Planning Commission, at a public hearing duly noticed and held on November 6, 2019, has found, on the basis of the application, plans, and materials, 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. 2019-001 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:	Kasavan Architects on behalf of Ricky Cabrera
PROPERTY OWNER:	Goldman Rodney Daniel Trust
FOR:	Variance to vary fence height from the maximum three feet to eight feet in the front yard.

ON PROPERTY LOCATED AT: 1072 Industrial Street

ASSESSOR'S PARCEL NO.: 003-572-005-000

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

ENVIRONMENTAL REVIEW ACTION & DATE: Exempt from the California Environmental Quality Act (CEQA) under Section 15301 (Existing Facilities) on November 6, 2019.

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

RIGHT TO OPERATE/DEVELOP

1. The Permittee shall have the right to vary fence height from the maximum three feet to eight feet in the front yard in connection with the construction of an eight-foot-high fence setback five feet four inches from the front property line in lieu of the twenty-foot minimum setback required in the Industrial General Zone by the Zoning Code, 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 (Sheet A1.2) dated March 5, 2019

Exhibit "C" Engineer's Report for Site Plan Review 2019-003, dated June 11, 2019

LIMITATIONS ON USE

2. 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.
3. If the subject manufacturing and accessory retail use cease operation for a continuous period of six (6) months or more, this Variance shall become null and void.

LANDSCAPING

4. All landscaping shall comply with the requirements of the applicable land use entitlement and 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

5. 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

6. All existing damaged and hazardous sidewalks, and unused driveways shall be reconstructed to City standards prior to establishment and operation of the use.
7. 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.

PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS

8. The issuance of the Variance shall not relieve the Permittee of any requirement to obtain permits or licensing from any county, regional, state or federal agencies.

MODIFICATION OF APPROVED USE AND PLANS

9. 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

10. 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 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 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

11. The Variance shall expire one year after its effective date unless:
 - a. The fence is constructed in accordance with the conditions and exhibits contained in this Variance;
 - b. A building permit has been issued and construction diligently pursued; or
 - c. The City Planner determines that substantial action has commenced to carry out the terms and intent of the Variance.

PERMIT VALIDATION

12. 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

13. 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.
14. 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.

15. 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.
16. 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

17. 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 November 6, 2019 and shall become effective on the following date unless appealed to the City Council of the City of Salinas in accordance with Article VI, Division 17: Appeals:

Effective Date: November 19, 2019

Courtney Grossman
Planning Manager, City of Salinas

(Signatures Listed Below on Pages 6 and 7 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 and Variance terms and conditions.

Dated: _____

Peter Kasavan
Kasavan Architects
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, _____, 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 the Variance.

Dated: _____

Rodney Daniel Goldman Trust
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 _____

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