

CITY PLANNING COMMISSION

927 - 10th Street, Suite 300 - SACRAMENTO, CALIFORNIA 95814

APPLICANT	Gene S. Porter, Inc., 800 Howe Ave., Suite 360, Sacramento, CA 95825		
OWNER	Donald J. Hoban, 7608 Folsom Blvd., Sacto., & Wells Fargo Bank, P.O. Bx. 949 Modesto, CA 95353		
PLANS BY	Gene S. Porter, Inc., 800 Howe Ave., Ste. 360, Sacto., CA		
FILING DATE	10-21-83	50 DAY CPC ACTION DATE	REPORT BY: JP:bw
NEGATIVE DEC	Ex. 15103(c) / & 15111(b)	EIR	ASSESSOR'S PCL. NO. 079-230-26 & 27

- APPLICATION:
1. Tentative Map to divide 1.8± developed acres into two parcels (Subdivision Ordinance, Sec. 40)
 2. Variance to obtain a building permit to construct a 4,000± square foot warehouse addition on a landlocked parcel (Sec. 2-H-3)
 3. Variance to locate six of the required nine parking spaces off site (Sec. 6-D-14)
 4. Subdivision Modification to waive street lights.

PROPOSAL: The applicant is requesting the necessary entitlements to construct a 4,000 square foot warehouse addition to an existing 4,000 square foot office/warehouse on a landlocked parcel.

PROJECT INFORMATION:

1974 General Plan Designation: Industrial
1967 College Greens Community Plan Designation: Industrial
Existing Zoning of Site: M-2(S)
Existing Land Use of Site: Office and warehouse

Surrounding Land Use and Zoning:

North: Office Building Parking, Auto Repair; C-2 and M-2(S)
South: Railroad and Industrial; M-2(S)
East: Industrial Welding; M-2(S)
West: Mini-storage Facility; M-2(S)

Parking Required: 9 spaces
Parking Provided: 11 off site; 3 on site (14 total spaces)
Parking Ratio: 1:400 office; 1:1,000 warehouse
Property Dimensions: Irregular
Property Area: Parcel A: 1.4± acres
Parcel B: .4± acres
Total 1.8± acres

Square Footage of Buildings: Parcel A
Existing Warehouse: 22,400± square feet

Parcel B
Office 800 square feet
Warehouse: 3,200 square feet

Proposed Warehouse
Addition: 4,000 square feet
Total: 8,000 square feet

Street Improvements: Partially improved
Utilities: Existing

001937

Significant Feature of Site: Access to Parcel B through Parcel A
Exterior Building Colors and Materials: Grey concrete block

BACKGROUND INFORMATION: The Planning Commission originally considered the variance requests at the December 1, 1983 meeting. Staff, however, determined that while the subject landlocked parcel had been split for tax purposes, a subdivision map had never been approved for the site. The project was continued so the applicant could prepare a tentative map for the site.

SUBDIVISION REVIEW COMMITTEE RECOMMENDATION: On January 11, 1984, by a vote of six ayes and three absent, the Subdivision Review Committee voted to recommend approval of the tentative map. The applicant shall satisfy each of the following conditions prior to filing the final map unless a different time for compliance is specifically stated:

- a. Provide standard subdivision improvements (excepting street lights) pursuant to Section 40.811 of the City Code;
- b. Prepare a sewer and drainage study for the review and approval of the City Engineer (may require extensions to Parcel B);
- c. Enter into an agreement with the City to participate in any future assessment districts to provide street lights. A note shall be placed on the final map referencing the agreement;
- d. Indicate location of existing septic tanks and leach lines and remove or replace as required by City-County Health Department;
- e. Provide separate water and sewer services to each parcel and hookup as required by the City Engineer;
- f. Indicate reciprocal access, sewer, water, drainage and flowage easements on final map as required by the City Engineer.

Informational Item: On-site City main extension and public easement required to serve Parcel B.

In addition, the Committee approved the subdivision modification to waive street lights since there are no street lights in the area. However, a condition was placed on the map to enter into an agreement for future assessment districts for street lights.

STAFF EVALUATION: Staff has the following comments regarding this proposal:

1. The subject site is a 1.8± acre parcel in the Heavy Industrial (M-2(S)) zone. In 1972 the southern .4± acre, shown as Parcel B, was deeded to a separate individual (Exhibit A). A tentative or final map, however, had never been approved for the site. Parcel A is developed with a 22,400 square foot warehouse/office building, while Parcel B is developed with a 4,000 square foot warehouse and office for a wholesale construction supplies and equipment firm (Exhibit B). The applicant is requesting the necessary entitlements to expand the existing 4,000 square foot building on Parcel B by an additional 4,000 square feet for storage purposes (Exhibit C).

2. The subdivision, as proposed, will create a landlocked parcel (Parcel B). Staff has no objections to this proposal as the southern portion of the site has been treated as a separate parcel for several years, and the owner of the northern portion of the site, Parcel A, continued to allow access across Parcel A to Parcel B after this portion of the subject site transferred ownership. The applicant shall indicate reciprocal access, sewer, water, drainage and flowage easements on the final map as required by the City Engineer.
3. The 4,000 square foot warehouse expansion is proposed for the existing building on Parcel B. This expansion will require that a total of nine parking spaces be located on site. At present, there are three parking spaces located on Parcel B with the remaining unimproved area on the parcel being used as a storage yard. The applicant wishes to retain this storage area and proposes to lease parking spaces located on Parcel A for three years to satisfy the parking requirement (Exhibits B and D).

Staff has no objections to the proposal to locate six of the required parking spaces off site. The existing 22,400 square foot warehouse on Parcel A is required to have 22 parking spaces. There are currently 64 parking spaces on this site. Staff has inspected the area several times and has found that the majority of the parking spaces on Parcel A are unused. In addition, the proposed off-site parking is located adjacent to Parcel B and will not impose a hardship on customers or employees of the business on this site. Staff recommends, however, that the lease agreement be extended from three to five years, and the three on-site parking spaces be striped. In addition, the Zoning Ordinance requires that all loading and storage areas be paved. This includes the unimproved storage area on the subject site.

4. Staff has no objections to the applicant's proposal to expand the existing warehouse on Parcel B, a landlocked parcel. As noted above, the owner of Parcel A has allowed the owner of Parcel B access across Parcel A to the public right-of-way for several years and a reciprocal access easement will be noted on the final map. The warehouse expansion will not adversely affect the existing office and industrial businesses in the area and adequate parking for the expansion will be provided adjacent to the subject site. Staff therefore recommends approval of the variance request.

STAFF RECOMMENDATION: Staff recommends the following actions:

1. Approval of the Tentative Map, subject to conditions which follow;
2. Approval of the Variance to obtain a building permit to construct a warehouse addition on a landlocked parcel, subject to conditions and based on Findings of Fact which follow;
3. Approval of the Variance to locate six of the nine required parking spaces off site, subject to conditions and based upon Findings of Fact which follow;
4. Approval of the Subdivision Modification to waive street lights.

Conditions - Tentative Map

The applicant shall satisfy each of the following conditions prior to filing the final map unless a different time for compliance is specifically noted:

(see next page)

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- a. Provide standard subdivision improvements (excepting street lights) pursuant to Section 40.811 of the City Code;
- b. Prepare a sewer and drainage study for the review and approval of the City Engineer (may require extensions to Parcel B);
- c. Enter into an agreement with the City to participate in any future assessment districts to provide street lights. A note shall be placed on the final map referencing the agreement;
- d. Indicate location of existing septic tanks and leach lines and remove or replace as required by City-County Health Department;
- e. Provide separate water and sewer services to each parcel and hookup as required by the City Engineer;
- f. Indicate reciprocal access, sewer, water, drainage and flowage easements on final map as required by the City Engineer.

Informational Item: On-site City main extension and public easement required to serve parcel B.

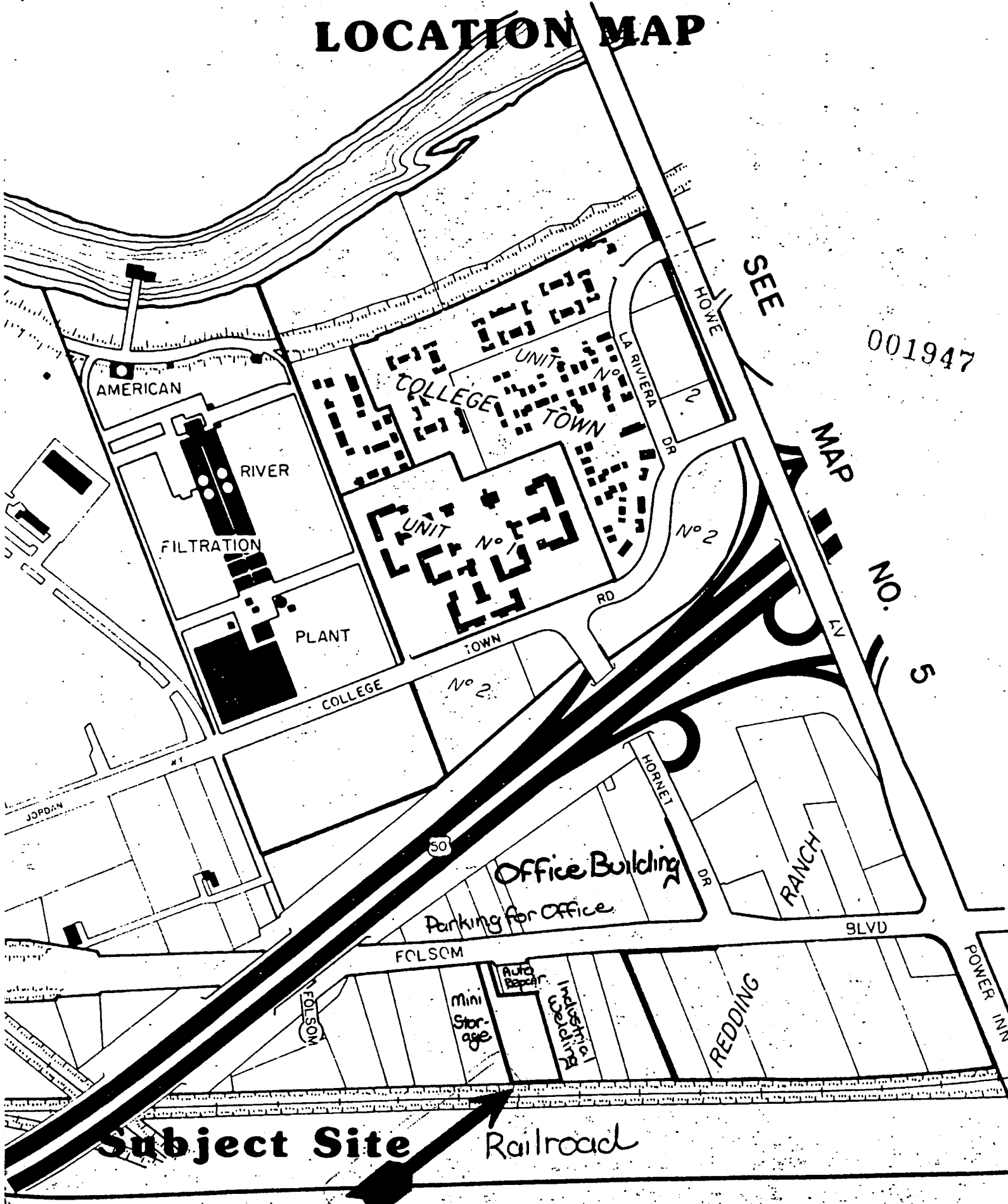
Conditions - Variances

- a. The applicant will obtain a five-year lease agreement for the required off-site parking spaces;
- b. The three required parking spaces on site shall be striped prior to final inspection approval by the Building Division;
- c. All loading and storage areas shall be paved prior to final inspection approval by the Building Division.

Findings of Fact - Variances

- a. The proposed variances, as conditioned, are not a special privilege granted to one property owner in that:
 - 1) the variances are for the expansion of an existing business conducted on the subject site;
 - 2) the variances would be granted to other property owners facing similar circumstances.
- b. The variances, as conditioned, do not constitute use variances in that warehouses are allowed in the Heavy Industrial zone.
- c. This project, as conditioned, will not be injurious to the public health, safety or welfare nor to properties in the vicinity in that:
 - 1) the warehouse expansion will not significantly alter the characteristics of the area;
 - 2) adequate parking will be provided for the warehouse expansion.
- d. The project, as conditioned, is in conformance with the 1974 General Plan and the 1967 College Greens Community Plan which designate the site for industrial uses.

LOCATION MAP



001947

SEE

MAP

NO. 5

Subject Site

Railroad

P83-351

1-26-84

No. 9

PARCEL "A"

THE FOLLOWING DESCRIBED REAL PROPERTY IS THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA:
ALL THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 5 EAST, N. 8. S. 8. E., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN 2.534 ACRE PARCEL OF LAND DESIGNATED "TOWN MEMORIAL", AS SHOWN ON THE "RECORD OF SURVEY" ENTITLED "POSITION OF SECTION 15, 15N. 8S. 8E. & N.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 14 OF SURVEYS, MAP NO. 45, SAID POINT BEING FURTHER DESCRIBED AS A POINT ON THE SOUTH LINE OF FOLSOM BOULEVARD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH LINE OF SAID FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 199.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING ALONG SAID SOUTH LINE OF FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 32.41 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 02° 21' 01" WEST 219.18 FEET; THENCE SOUTH 88° 43' 21" EAST 27.27 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 340.00 FEET; THENCE SOUTH 02° 21' 01" WEST 247.45 FEET; THENCE SOUTH 88° 43' 21" EAST 197.07 FEET; THENCE NORTH 02° 21' 01" EAST 412.87 FEET TO THE TRUE POINT OF BEGINNING.

RIGHT OF WAY PARCEL A & B

RESERVING THEREON A NON-EXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES, OR, OVER AND ACROSS SAID PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN 2.534 ACRE PARCEL OF LAND DESIGNATED "TOWN MEMORIAL" AS SHOWN ON THE "RECORD OF SURVEY" ENTITLED "POSITION OF SECTION 15, 15N. 8S. 8E. & N.", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 14 OF SURVEYS, MAP NO. 45, SAID POINT BEING FURTHER DESCRIBED AS A POINT ON THE SOUTH LINE OF FOLSOM BOULEVARD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH LINE OF SAID FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 199.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING ALONG SAID SOUTH LINE OF FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 32.41 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 02° 21' 01" WEST 219.18 FEET; THENCE SOUTH 88° 43' 21" EAST 27.27 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID FOLSOM BOULEVARD, SOUTH 75° 51' 40" EAST 340.00 FEET; THENCE SOUTH 02° 21' 01" WEST 247.45 FEET; THENCE SOUTH 88° 43' 21" EAST 197.07 FEET; THENCE NORTH 02° 21' 01" EAST 412.87 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

ALL THAT LAND SITUATE IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 5 EAST, N. 8. S. 8. E., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS IDENTICAL TO THE SOUTHWEST CORNER OF THAT RECORD OF SURVEY ENTITLED "POSITION OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 5 EAST, N. 8. S. 8. E.", AND FILED FOR RECORD IN BOOK 14 OF SURVEYS AT PAGE 25 IN THE RECORDER'S OFFICE OF SACRAMENTO COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY, NORTH 29° 34' 40" WEST 312.45 FEET; THENCE NORTH 12° 23' 20" EAST 42.80 FEET; THENCE NORTH 02° 21' 01" EAST 30.75 FEET; THENCE SOUTH 88° 43' 21" EAST 197.07 FEET TO THE EASTERLY BOUNDARY OF SAID RECORD OF SURVEY; THENCE ALONG SAID EASTERLY BOUNDARY SOUTH 02° 21' 01" WEST 420.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.461 ACRES, MORE OR LESS.

TENTATIVE PARCEL MAP

PORTION OF SECTION 15, T. 8 N., R. 5 E., M. 8 S. 8 E. AND BEING A PORTION OF A CERTAIN BELOD OF SURVEY FILED IN BOOK 21 OF SURVEYS AT PAGE 29.

OWNER:

PARCEL "A": WELLS FARGO BANK
500 CAPITOL Mall
SACRAMENTO, CA 95814
PHONE: 440-4169

PARCEL "B": DONALD J. HOBAN &
ANN DAY HOBAN, HIS WIFE
1816 SHELFIELD DRIVE
CARMICHAEL, CA 95608
PHONE: 385-2024

PROPOSED USE: WAREHOUSE M1-0

PRESENT USE: WAREHOUSE M1-0

WATER SUPPLY: CITY OF SACRAMENTO

SANITATION FACILITIES:

PARCEL "A": EXISTING SEPTIC TANK
PARCEL "B": EXISTING SEPTIC TANK
NO VENER LINE IN
FOLSOM BLVD. NEAR THIS PARCEL.

EXISTING STREET IMPROVEMENTS:

80' R/W STREET WITH SIDEWALK, CURB
AND GUTTER NO. 4.

NUMBER OF NEW PARCELS: 2

ASSESSOR'S PARCEL NOS.:

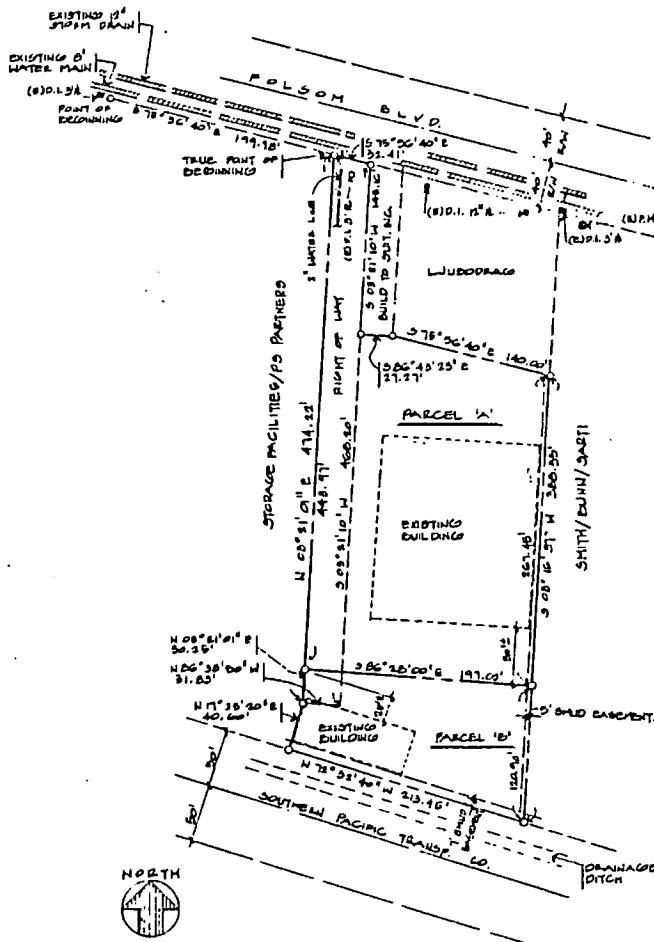
PARCEL "A": 019-230-26
PARCEL "B": 019-230-27

PROPERTY ACREAGE:

GROSS ACREAGE: 1.019¹ ACRES
NET ACREAGE:
PARCEL "A": 1.386¹ ACRES
PARCEL "B": 0.441¹ ACRES

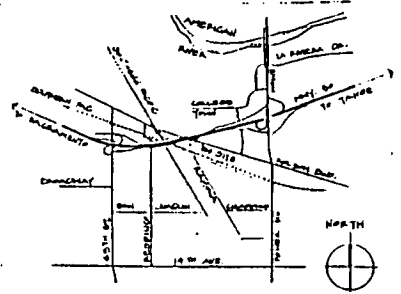
CIVIL ENGINEER:

WENE S. PORTER, R.C.E. # 15,182



TENTATIVE PARCEL MAP 1"=50' 0"

001948



VICINITY MAP

Table with columns for 'REVISIONS', 'DRAWING & ARCHITECTURE', 'ENGINEER', and 'DATE'. It contains a revision table and a signature block for WENE S. PORTER, INC.

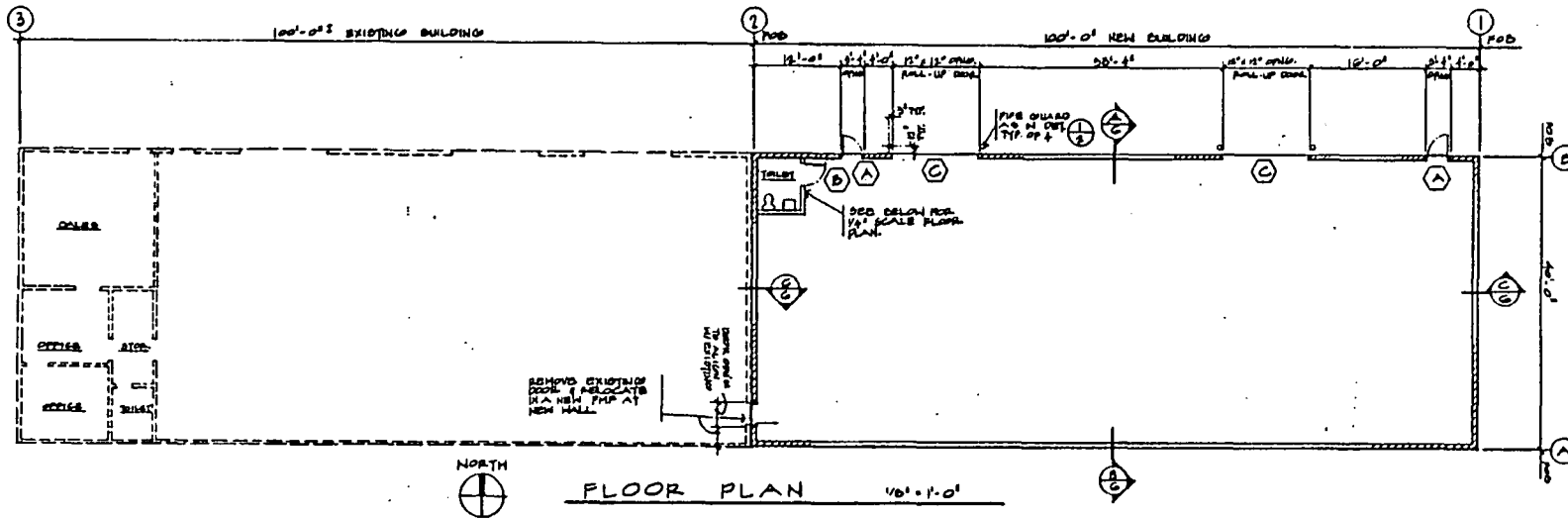
EXHIBIT A

Proposed Addition

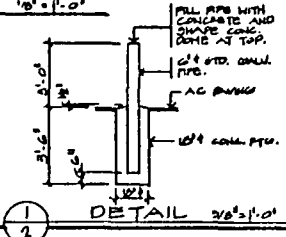
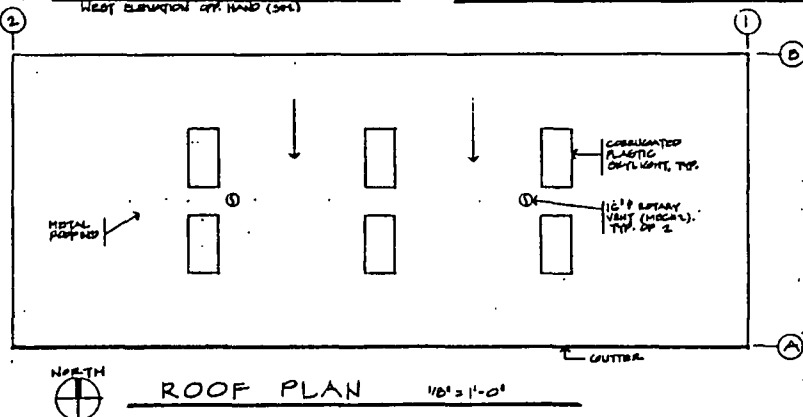
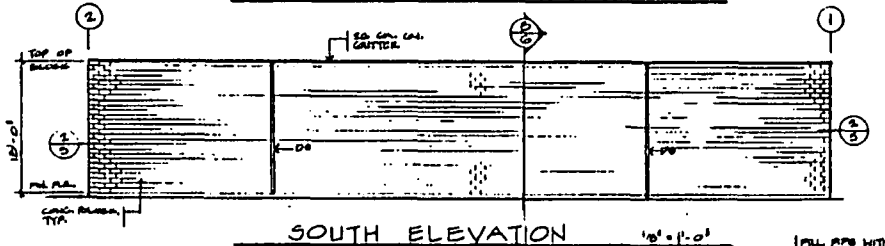
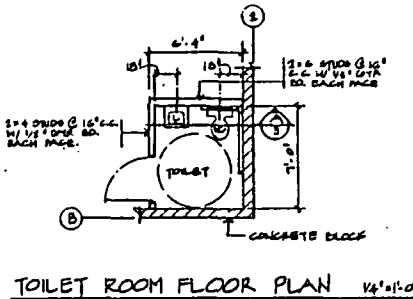
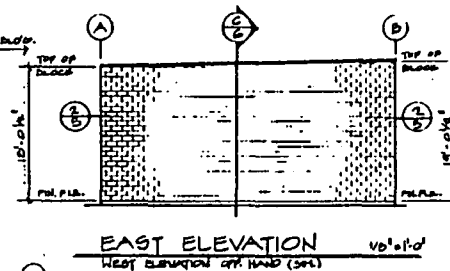
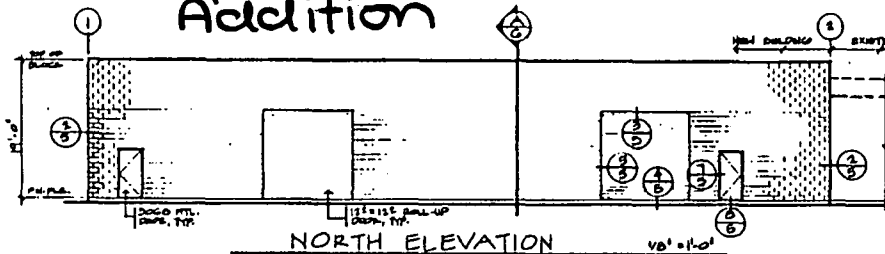
P83-351

1-26-84

No. 9



Proposed Addition



001950

EXHIBIT

REVISIONS	BY
GENE S. PORTER, INC. ENGINEERING & ARCHITECTURE 300-106 AVE. SUITE 200, MCKINNEY, CA 94568 PH: (415) 231-1111	
A WAREHOUSE ADDITION DON HOBBAN CO., INC. 1200 POLARIS BLVD. SACRAMENTO, CA 95834 FLOOR PLAN & EXTERIOR ELEVATIONS	
DATE	NOTED
NO. 8	
DATE	

This Indenture, Made and executed in duplicate this 1st. day of October, 19 83

By and Between Filco, Inc. by Tony Saca

EXHIBIT D

hereinafter called the Lessor, and Don Hoban Co., Inc. by Don Hoban

hereinafter called the Lessee,

Witnesseth: That, for and in consideration of the payment of the rents and the performance of the covenants contained herein on the part of the Lessee and in the manner hereinafter stated, the Lessor does hereby demise, lease and let to the Lessee and, in consideration of the premises, the Lessee does hereby lease, hire and take from the Lessor upon the terms and conditions hereinafter set forth, the following described property and its appurtenances, situate in the City of Sacramento, County of Sacramento, State of California, particularly described as follows, to wit:

The south side of 7604 building on Folsom Blvd. located on the north side lot of 7608 Folsom Blvd. known as the Don Hoban Co., Inc.. A fenced and paved lot approx. 140ft. X 50ft.

For the term of 3 years.

commencing on the 1st. day of October, 19 83, and ending on the 30th. day of September, 19 86,

at and for the total rent or sum of Ten Thousand & Eighty (\$10,080.) DOLLARS,

payable monthly in advance, in installments of Two Hundred & Eighty (\$280.00) DOLLARS each, in lawful money of the United States of America, on the 1st. day of each and every calendar month

Lessee has the option to renew this Lease, for an additional three years at a monthly rental of #350.00.

This lease is made subject to the following terms and conditions:

- 1. If any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or if this lease is affected by the Lessee becoming legally involved, the Lessor or agent may re-enter said premises and remove all persons therefrom.
2. The Lessee shall pay the Lessor said rent in the manner hereinbefore specified, and shall not let or underlet the whole or any part of said premises, nor sell or assign this lease, either voluntarily or by operation of law, nor allow any person, persons or corporation to occupy the same or any part thereof, without the written consent of the Lessor.
3. The Lessee shall personally occupy said demised premises and shall keep the same in good repair, including all improvements which may hereafter be added, damage by the elements excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be permitted any waste upon said premises.
4. The Lessee waives all rights under Section 1942 of the Civil Code of California and releases the Lessor for any and all damages which may be sustained by the Lessee during the time Lessee may be in possession of said premises.
5. The Lessee shall not use said premises for any purpose which will cause the Lessor to pay an additional or added expense, without obtaining the written consent of said Lessor.
6. All Governmental laws and ordinances shall be complied with by the Lessee.
7. Should the Lessor be compelled to commence or sustain an action at law to collect said rent or parts thereof or to dispossess the Lessee or to recover possession of said premises, the Lessee shall pay all the cost in connection therewith including counsel fees of the attorney of said Lessor.
8. The waiver, by the Lessor, of any covenant herein contained shall not vitiate the same or any other covenant contained herein and the terms and conditions contained herein are to apply to and bind the heirs, successors, and assigns of each of the parties hereto.
9. Should the Lessee occupy said premises after the date of the expiration of this lease with the consent of the Lessor, express or implied, such possession shall be construed to be a tenancy from month to month only, subject to all the conditions and restrictions of this lease, and the Lessee agrees to pay rent therefor at the rate prevailing at the time of the expiration of said term.
10. Lessee agrees to pay during the term hereof, all charges made against said premises for water rates, gas, electric lights, and garbage disposal services.
11. At the expiration of said term or the sooner determination thereof, the Lessee shall peacefully quit and surrender possession of said premises in as good condition as reasonable use and wear thereof will permit.
12. The Lessee shall use the premises for and for no other purpose, except upon the written consent of the Lessor.
13. Employees or Agents of the Lessor shall have no authority to make or agree to make a lease and none of the provisions or agreements set forth in this Instrument shall be binding upon the Lessor until it is signed by the Lessor. No act or omission of any employee or Agent of the Lessor shall change or modify any of the provisions hereof.

P83-351

1-26-84

No. 9