



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: September 18, 2018

Public Hearing Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Published Notice Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Advertised Published Notice	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: 559-624-7000				

SUBJECT: Repeal of Ordinance 3363, Cancellation of Development Agreement PDA 07-002 and Transfer of Conditions to Final Site Plan PSR 07-017

REQUEST(S):

That the Board of Supervisors:

On September 18, 2018:

1. Hold a Public Hearing for at 9:30 a.m. or shortly thereafter as can be heard to repeal Ordinance No. 3363.
2. Introduce and waive the first reading of an Ordinance to repeal Ordinance No. 3363, pertaining to the approval of Development Agreement No. PDA 07-002, between the County of Tulare and MERG Investments, LLC.
3. Set the second reading for October 2, 2018.

And On October 2, 2018:

1. Waive the second reading and adopt an Ordinance to repeal Ordinance No. 3363, pertaining to the approval of Development Agreement No. PDA 07-002, between the County of Tulare and Merg Investments.
2. Adopt an Agreement to Cancel Development Agreement No. PDA 07-002.
3. Transfer conditions of approval to Final Site Plan No. PSR 07-017.
4. Direct the Environmental Assessment Officer of the Tulare County Resource

SUBJECT: Repeal of Ordinance 3363, Cancellation of Development Agreement PDA 07-002 and Transfer of Conditions to Final Site Plan PSR 07-017
DATE: September 18, 2018

Management Agency, or designee, to file a Notice of Exemption with the County Clerk in accordance with the above-referenced actions.
5. Direct the Clerk to publish the ordinance after adoption as required by law.

SUMMARY:

The developer MERG Investments is requesting cancellation of their Development Agreement (DA) instead of renewing their DA because they have already developed out their site. Resource Management Agency staff also finds that the existing Final Site Plan entitlement is the right entitlement to regulate all future development on the site, once the conditions from the DA are transferred to Final Site Plan. In order to complete this process under State law, the "development" agreement must be canceled through a "cancellation" of the DA. This also requires that the County repeal the ordinance creating the DA, and officially transfer the DA conditions to the final site plan.

The DA by and between the County of Tulare and the applicant MERG Investments, LLC for PDA 17-002 has served its purpose, under the Planned Development Overlay Zone (Chapter 3, Section 18.6 of Ordinance 352) requirements.

Initially, a DA covered this property and the surrounding properties (PDA 92-003, as amended and removed by PDA 00-002). The final site plan (PSR 07-017) was approved by Site Plan Review Committee Resolution No. 07-255. The DA had a ten-year term through June 3, 2018, and upon its termination, can either be extended or cancelled by agreement of both parties consistent with the DA approved by Board Resolution 2008-0343, as Agreement No. 23575, Ordinance No. 3363. Per Government Code Sections 65868, 65867 and 65867.5, the Ordinance must also be repealed.

The DA has ensured that the project's phases have been built out according to the design standards provided in Exhibit "C" to the DA. These standards, which have already been achieved by the Planning Commission conditions of approval for the Final Site Plan (PSR 07-017) shall "run with the land". The Site Plan Review/ "Planned Development" is the superior entitlement because it achieves administrative efficiencies, as it does not term out and is amendable by Planning Director review. Director review will not require continued "Extensions of Time" by the Planning Commission, or an amended Development Agreement through the Board of Supervisors, both of which cost more than any future minor modifications will cost in time and fees.

Therefore, it is both the County's and the MERG Investments, LLC's desire to repeal the Ordinance, cancel the DA, and transfer the conditions of the DA to the Conditions of PSR 07-017 through the legislative actions of this Board.

The Planning Commission reviewed the applicant's request on August 8, 2018 and, via Resolution No. 9491, recommended to this Board that the subject DA be cancelled and that the conditions of approval be transferred to Final Site Plan No.

SUBJECT: Repeal of Ordinance 3363, Cancellation of Development Agreement PDA 07-002 and Transfer of Conditions to Final Site Plan PSR 07-017

DATE: September 18, 2018

PSR 07-017.

A Notice of Exemption was prepared for the Cancellation as a Ministerial project, per Section 21080(b)(1) and Section 15268 of the California Environmental Quality Act and Guidelines

FISCAL IMPACT/FINANCING:

No Net County Cost. The County is reimbursed by a fee of \$380 paid by the applicant plus additional charges to cover all costs associated with processing a request for the cancellation of the DA and repeal of the Ordinance.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The Economic Well-Being Initiative of Tulare County's Strategic Business Plan 2006-2011 includes goals to promote economic development opportunities and effective growth management.

ADMINISTRATIVE SIGN-OFF:

RESOURCE MANAGEMENT AGENCY



Aaron R. Bock, MCRP, JD, LEED AP
Interim Assistant Director
Economic Development & Planning



Reed Schenke, P.E.
Director

cc: County Administrative Office

- Attachment 1 – Planning Commission Resolution No. 9491
- Attachment 2 – Draft Ordinance to Repeal Ordinance 3363
- Attachment 3 – Agreement to Cancel Development Agreement No. 23575
- Attachment 4 – MERG Investments LLC Request Letter
- Attachment 5 – Resolution No. 2008-0343
- Attachment 6 - Ordinance No. 3363
- Attachment 7 - Development Agreement No. 23575
 - Exhibit "A" Legal Description
 - Exhibit "B" Site Plan for PDA 07-002
 - Exhibit "C" Development Agreement No. PDA 07-002
- Attachment 8 – Final Site Plan No. PSR 07-017
- Attachment 9 – Notice of Exemption

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF THE REPEAL OF) Resolution No. _____
ORDINANCE 3363, CANCELLATION OF) Agreement No. _____
DEVELOPMENT AGREEMENT PDA 07-002) Ordinance No. _____
AND TRANSFER OF CONDITIONS TO)
FINAL SITE PLAN PSR 07-017)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 2, 2018,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

That the Board of Supervisors:

1. Waived the second reading and adopted an Ordinance to repeal Ordinance No. 3363, pertaining to the approval of Development Agreement No. PDA 07-002, between the County of Tulare and MERG Investments.
2. Adopted an Agreement to Cancel Development Agreement No. PDA 07-002.
3. Transferred conditions of approval to Final Site Plan No. PSR 07-017.
4. Directed the Environmental Assessment Officer of the Tulare County Resource Management Agency, or designee, to file a Notice of Exemption with the County Clerk in accordance with the above-referenced actions.
5. Directed the Clerk to publish the ordinance after adoption as required by law.

Attachment No. 1

BEFORE THE PLANNING COMMISSION
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF THE CANCELLATION)
OF DEVELOPMENT AGREEMENT PDA 07-002) RESOLUTION NO. 9491
AND TRANSFER OF CONDITIONS OF)
APPROVAL TO FINAL SITE PLAN PSR 07-017)

Resolution of the Planning Commission of the County of Tulare recommending to the Board of Supervisors that Development Agreement No. PDA 07-002 be cancelled and that the conditions of approval be transferred to Final Site Plan No. PSR 07-017, for MERG Investments, LLC (Michael Fishback), 15323 Avenue 296, Visalia CA 93292, for a self-storage/RV and boat storage facility, retail office complex (five individual retail spaces) and caretaker apartment on a 7.19-acre parcel located in the PD-C-3-SC (Planned Development-Service Commercial-Scenic Corridor Combining) Zone, on the south side of Noble Avenue, south of State Highway 198, approximately 650 feet east of Road 152, east of Visalia.

WHEREAS, on November 30, 2007, the Site Plan Review Committee of the County of Tulare recommended that the Planning Commission approve a Planned Development Agreement regarding Final Site Plan Review No. PSR 07-017, via Resolution No. 07-255; and

WHEREAS, on June 3, 2008, the Board of Supervisors adopted Resolution No. 2008-0343, which certified the Negative Declaration for Development Agreement No. PDA 07-002, adopted Ordinance No. 3363, and approved Development Agreement No. 23575. Through the same action, the Board also considered approval of Development Agreement No. PDA 00-002, which amended Development Agreement No. PDA 92-003, and removed 9.68-acres acquired by Caltrans by deed recorded in the Tulare County Clerk/Recorder's Office on May 4, 2001 as Document No. 2001-0033068 and removed 7.19 acres which was entered into a separate Development Agreement No. PDA 07-002 for a self-storage/RV and boat storage facility, retail office complex (five individual retail spaces) and caretaker apartment; and

WHEREAS, Development Agreement PDA 07-002 had a ten-year term through June 3, 2018, and included a condition of approval that, upon its termination, the Agreement could either be extended or cancelled by agreement of both parties; and

WHEREAS, on June 18, 2018, the applicant submitted a written request to cancel Development Agreement No. PDA 07-002; and

WHEREAS, Development Agreement No. PDA 07-002 has ensured that the project's phases have been built out according to the design standards provided said Agreement. These standards, which have already been achieved by the Planning Commission conditions of approval for the Final Site Plan (PSR 07-017), shall "run with the land".

WHEREAS, the Site Plan Review/ "Planned Development" is the superior entitlement because it achieves administrative efficiencies, as it does not term out and is amendable by Planning Director review. Director review will not require continued "Extensions of Time" by the Planning

Commission, or an amended Development Agreement through the Board of Supervisors, both of which cost more than any minor modifications will cost in time and fees; and

WHEREAS, this Planning Commission hereby recommends that the Board of Supervisors adopt the Ministerial Exemption, consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, pursuant to Title 14 Cal. Code Regulations, Section 21080(b)(1) and Section 15368, regarding Ministerial Projects. The project's phases have been built out according to the DA design standards. The DA Conditions of Approval will be transferred to the Conditions of Final Site Plan PSR 07-017; and


WHEREAS, on August 8, 2018, at a regular meeting, the Planning Commission determined, after considering all the evidence presented, that the cancellation of Development Agreement No. PDA 07-002 and the transfer of conditions of approval to Final Site Plan No. PSR 07-017 would not be detrimental to the health, safety, and general welfare of persons residing or working in the neighborhood or to the general welfare of the County of Tulare.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission recommend to the Board of Supervisors that Development Agreement No. PDA 07-002 be canceled and that the conditions of approval be transferred to Final Site Plan No. PSR 07-017.

The foregoing resolution was adopted upon motion of Commissioner Gong, seconded by Commissioner Elliott, at a regular meeting of the Planning Commission on August 8, 2018, by the following roll call vote:

AYES: Aguilar, Dias, Elliott, Gong, Millies, Whitlatch
NOES: None
ABSTAIN: None
ABSENT: Pitigliano

TULARE COUNTY PLANNING COMMISSION



Michael Washam, Secretary

Attachment No. 2

1 THE FOREGOING ORDINANCE was passed and adopted by the Board of
2 Supervisors of the County of Tulare, State of California, on the ____ day of
3 _____, 2018, at a regular meeting of said Board, duly and regularly convened
4 on said day, by the following roll call vote:

5
6 AYES:

7 _____
8 _____
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13 NOES:

14 _____
15 _____
16 _____

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18 ABSENT:

19 _____
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22 Supervisor J. Steven Worthley, District Four
23 Chairman, Board of Supervisors

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25 ATTEST: Michael C. Spata
26 County Administrative Officer/Clerk
27 Board of Supervisors
28

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By: _____

Deputy Clerk

Attachment No. 3

AGREEMENT TO CANCEL DEVELOPMENT AGREEMENT

This AGREEMENT TO CANCEL DEVELOPMENT AGREEMENT NO. 23575 (the "Agreement") is entered into as of October 2, 2018, by and among MERG INVESTMENTS, LLC ("Applicant") and COUNTY OF TULARE ("County"), each referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Parties have entered into a Development Agreement effective as of June 3, 2008 (the "Development Agreement");

WHEREAS, the Development Agreement provides for amendment or cancellation by mutual consent of the parties;

WHEREAS, the Parties now desire to cancel the Development Agreement effective October 2, 2018.

NOW THEREFORE, in consideration of the agreements, promises, covenants and provisions contained in this Agreement, the receipt and legal sufficiency of which are hereby acknowledged for all purposes, the Parties, intending to be legally bound, agree as follows:

1. The Development Agreement is cancelled effective as of October 2, 2018.

IN WITNESS WHEREOF, the Parties have signed as of the date set forth above.

FOR APPLICANT:


MERG INVESTMENTS, LLC

By: 
Michael Fishback

By: _____

FOR COUNTY OF TULARE:

By: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
By:  20181390
Deputy 9/2/18

Attachment No. 4



MID VALLEY STORAGE

June 18, 2018

To Whom it May Concern:

This letter will serve as a formal request of MERG Investments, LLC to cancel the Development Agreement PDA 07-002 between the County of Tulare and MERG Investments, LLC. The Development Agreement has served its purpose on this parcel and is no longer requested. The Development Agreement had a ten-year term through 2018, and upon its termination, could either be extended or canceled by agreement of both parties, and I hereby request cancellation.

If you have any questions, please feel free to contact me directly at (559) 786-2164 or by e-mail at efishback@merginvestments.com

Best regards,

A handwritten signature in blue ink, appearing to read "Eric R. Fishback".

Eric R. Fishback
Managing Member, MERG Investments, LLC

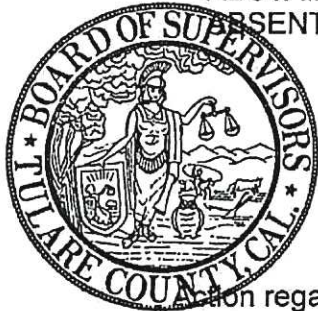
Attachment No. 5

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF CONSIDERATION)	
OF DEVELOPMENT AGREEMENT NO.)	RESOLUTION NO. 2008-0343
PDA 07-002 & PDA 00-002 MERG)	ORDINANCE NO. 3363
INVESTMENTS, LLC.)	AGREEMENT NO. 23575

UPON MOTION OF SUPERVISOR ISHIDA, SECONDED BY SUPERVISOR ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 3, 2008, BY THE FOLLOWING VOTE:

AYES:	SUPERVISORS ISHIDA, CONWAY, COX, WORTHLEY AND ENNIS
NOES:	NONE
ABSTAIN:	NONE
PRESENT:	NONE



ATTEST: JEAN ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
CLERK, BOARD OF SUPERVISORS

BY: *Debbie A. Ybarra*
Deputy Clerk

Action regarding PDA 07-002

Certified that your Board has reviewed and considered the information contained in the Negative Declaration prepared for the proposed Development Agreement; (b) found that said development will not have a significant effect on the environment on property in the PD-C-3-SC (Planned Development-Service Commercial-Scenic Corridor) Zone, located on the south side of Noble Avenue, south of State Highway 198, approximately 650 ft. east of Road 152, east of Visalia; (c) waived the final reading of the ordinance; (d) approved the Development Agreement for a 10-year term, June 3, 2008 to June 3, 2018, as recommended by the Planning Commission and as set forth in Resolution No. 8332; and (e) directed the Clerk of the Board of Supervisors to return the Notice of Determination to the Resource Management Agency for future filing with the County Clerk.

Action regarding PDA 00-002

Certified that your Board has reviewed and considered approval of the amendment to PDA 92-003, which removes 9.68-acres acquired by Cal Trans by deed recorded in the Tulare County Clerk/Recorder's Office on May 4, 2001, as document No. 2001-0033068 and also to remove 7.19-acres which will be entered into a separate Development Agreement PDA 07-002 for a self-storage/RV-boat storage facility, retail office complex and caretaker apartment on property in the PD-C-3-SC (Planned

Development-Service Commercial-Scenic Corridor) Zone, located on the south side of Noble Avenue, south of State Highway 198, approximately 650 ft. east of Road 152, east of Visalia, (b) found that said amendment retains the development and environmental standards that were identified and approved for Development Agreement No. PDA 92-003, (c) approved the amendment to the Development Agreement with a new property map showing the remaining 47.08-acres that will still be subject to the original Development Agreement No. PDA 92-003, as recommended by the Planning Commission and as set forth in Resolution No. 8331.

RMA
Co. Counsel

DAY
6/5/08

Attachment No. 6

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AYES:

Supervisor Allen Ishida, District One

Supervisor Connie Conway, District Two

Supervisor Phillip A. Cox, District Three

Supervisor J. Steven Worthley, District Four

Supervisor Mike Ennis, District Five

NOES

None

ABSENT

None

Supervisor Connie Conway, District Two
Chairperson, Board of Supervisors

ATTEST: JEAN ROUSSEAU
 County Administrative Officer
 Clerk, Board of Supervisors

By: Denise A. YBarra
 Deputy Clerk

Attachment No. 7

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into this 3rd day of June, 2008, by and between Merg Investments, LLC., hereinafter referred to as "Property Owner", and the COUNTY OF TULARE, hereinafter referred to as "County";

W I T N E S S E T H:

WHEREAS, Sections 65864 and following of the Government Code of the State of California authorize the County to enter into binding agreements with persons having legal or equitable interests in real property regarding the manner in which such property shall be developed; and

WHEREAS, in accordance with Section 65865 of the Government Code the County has adopted Sections 7-09-1000 through 7-09-1375 of the Ordinance Code to establish procedures and requirements for such development agreements; and

WHEREAS, the Property Owner has indicated a desire to enter into such a development agreement and has made appropriate application therefor; and

WHEREAS, upon finding that the requested agreement is consistent with the Tulare County General Plan and all applicable elements thereof, the Board of Supervisors of the County approved this Development Agreement by Ordinance No. 3363, adopted on June 3, 2008, which took effect on July 3, 2008.

NOW, THEREFORE IT IS MUTUALLY AGREED as follows:

1. Definitions. The following definitions shall be used in this Agreement unless the context otherwise requires:

- (a) "County" is the County of Tulare;

TULARE COUNTY AGREEMENT NO. 23575

(b) "Project" means the development of the Real Property in accordance with all applicable state and local laws presently in effect and with the specific restrictions stated in this Agreement;

(c) "Property Owner" means Merg Investments, LLC., the person or entity having a legal or equitable interest in the Real Property, and includes the Property Owner's successors in interest;

(d) "Real Property" means the property described in Exhibit "A" and shown schematically in Exhibit "B", copies of which are attached and incorporated by reference herein; completely

(e) "Director" is the Assistant Director of the Tulare County Resource Management Agency, Current Planning Division.

(f) "Restrictions" means the specific additional site improvement and/or limitation requirements imposed by this Agreement and set forth in Exhibit "C", a copy of which is attached and incorporated by reference herein.

2. Restrictions on Development. In addition to compliance with the restrictions set forth in the current zoning classification and any subsequent discretionary actions of the County, the use and development of the Real Property shall be governed by the specific restrictions set forth in Exhibit "C".

3. Subsequent Discretionary Actions of County. The County reserves the discretion to review and approve, disapprove or require modification of the following matters: any and all aspects of any special use permits affecting the property; consideration of any Planned Development submitted pursuant to Section 18.6 of Ordinance No. 352 of the Zoning Ordinance of Tulare County; any and all appeals from requirements of the provisions of any

Uniform Codes, provisions of the California Health and Safety Code, or provisions of the County Improvement Standards; implementation of fire protection requirements and standards; and the consideration of additional uses consistent with the General Plan, zoning rules, laws and regulations, and the Ordinance Code of the County that may be approved by the Board of Supervisors.

4. Interest of Property Owner. Property Owner represents that he/she has a/an legal/equitable interest in the real property and that all other persons holding legal or equitable interest in the real property are also to be bound by this Agreement.

5. Assignment. The rights and responsibilities of the Property Owner under this Agreement may not be transferred or assigned without prior written consent of the County.

6. Relationship of Parties. It is understood that for purposes of this Agreement the Property Owner is an independent contractor in relation to the County and not an employee or agent of the County.

7. Changes in Project. No change, modification, revision or alteration may be made in the development plan for the real property by all agencies of the County who reviewed the plan in the first instance. Any such change, modification, revision or alteration which conflicts with any of the restrictions shall not be permitted until the parties amend this Agreement to incorporate it.

8. Transfer of Real Property to Another Jurisdiction. If all or any portion of the real property is annexed to or otherwise becomes a part of a city or another county, this Agreement terminates.

9. Applicable Land Use Regulations. The rules, regulations and official policies governing permitted uses and density of real property which are applicable to the development of

the real property under this Agreement shall be those in force at the time of execution of the Agreement, except the following:

(a) Rules, regulations, policies and procedures adopted in, or by authority of the California Health and Safety Code and by the State Department of Health and the Tulare County Department of Health Services;

(b) Provisions of any relevant Uniform Codes adopted by County now or hereafter;

(c) Rules, regulations and official policies adopted for protection from fire, including those adopted by the County and those adopted by the State Fire Marshal;

(d) Improvement standards applicable in the County for public and private improvements; and

(e) Any requirements of the State or Regional Water Quality Control Board or the Air Pollution Control District.

10. Periodic Review. The County shall review this Agreement at least once every 12 month period from the date of execution of this Agreement. During such periodic review, the Property Owner shall be required to demonstrate good faith compliance with the terms of the Agreement and to furnish such evidence of such compliance as the County in its discretion may require. Evidence of compliance includes, but is not limited to the following:

(a) Timely performance of any affirmative obligations, and adherence to any specific limitations set forth in the Restrictions;

(b) Full and convenient access given to County agents, officers and employees to the premises for the purpose of monitoring compliance with the Agreement; and

(c) Timely performance of any requirements of the Regional Water Quality Control Board and the Tulare County Health and Human Services Agency.

11. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867 and 65867.5, and in County Ordinance Code Sections 7-09-1200 and 7-09-1205.

12. Enforcement. Except as noted in paragraph 9, above, the enforceability of this Agreement, or any portion thereof, by any party thereto, shall not be affected by any changes in the General Plan or any specific plan, zoning, or subdivision regulations adopted by the County which alter or amend the rules, regulations or policies governing permitted uses of the land, or density of improvements.

13. Events of Default. Property Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a) A warranty, representation or statement made or furnished by Property Owner to the County is false or proves to have been false in any material respect when made;

(b) County finds and determines based upon substantial evidence that the Property Owner has not complied in good faith with one or more of the terms of the Agreement or any requirements of the Tulare County Health and Human Services Agency, Regional Water Quality Control Board, Air Pollution Control Board, Tulare County Fire Warden, Tulare County Resource Management Agency, or State Fire Marshal; or has denied access to the County for inspection and observation.

14. Procedure Upon Default.

(a) Upon the occurrence of an event of default, the County may enforce this Agreement through specific performance or may terminate or modify this Agreement in accordance with the procedures set forth in Sections 7-09-1000 through 7-09-1375 of the Tulare County Ordinance Code.

(b) The failure of County upon periodic review to modify or terminate the Agreement shall not be construed as a waiver by County of any claim of defect in performance by Property Owner.

(c) Non-performance shall not be excused because of the failure of a third party.

(d) An express repudiation, refusal or renunciation of the Agreement, if in writing and signed by Property Owner, shall be sufficient to constitute a breach of the Agreement and a hearing on the matter shall not be required.

(e) The adoption of a law or occurrence of other governmental activity which makes performance by the Property Owner unprofitable or more difficult does not excuse the performance by the Property Owner of the obligations of this Agreement.

(f) Non-performance shall be excused only when performance is prevented or delayed by acts of God or an emergency declared by the Governor of the State of California or the Board of Supervisors of the County.

(g) All other remedies at law or in equity which are not otherwise provided for in the Agreement or in Sections 7-09-1000 through 7-09-1375 of the Tulare County Ordinance Code are available to the parties in the event of breach of the Agreement.

15. Damages Upon Termination/Attorneys' Fees. In no event shall Property Owner be entitled to any damages against the County upon termination of this Agreement. In the event legal action is brought by the County because of a breach of this Agreement or to enforce any provision of this Agreement, the County party shall be entitled to reasonable attorneys' fees and court costs.

16. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage pre-paid, addressed as follows:

COUNTY: Board of Supervisors
County Administration Center
2800 West Burrel Avenue
Visalia, CA 93291

PROPERTY
OWNER: Merg Investments, LLC.
1206 N. Sol Road
Visalia, CA 93292

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

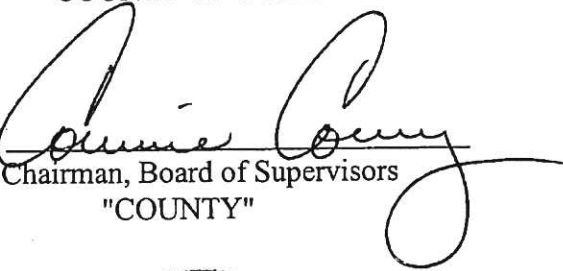
17. Duration of Agreement. This Agreement shall commence on _____, and shall expire on _____ 2018. These time limits and any other set forth in this Agreement as currently written or hereafter amended may be extended by mutual consent of the parties in accordance with the procedures for adoption or amendment of the Agreement.

18. Severance. If a part of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected.

19. Joint and Several Liability. If more than one person or legal entity signs this Agreement as Property Owner, their obligations under this Agreement shall be joint and several.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

COUNTY OF TULARE

By: 
Chairman, Board of Supervisors
"COUNTY"

ATTEST: JEAN ROUSSEAU
County Administrative Officer
Board of Supervisors

By: 
Deputy



APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Deputy 6-5-08

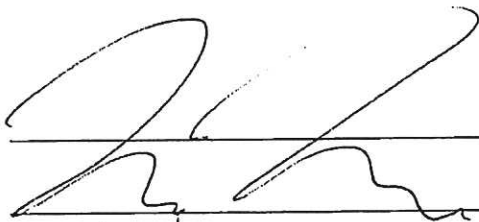

By: Mike Fitzhugh
"PROPERTY OWNER"

Exhibit "A"

Real property in the City of Visalia, County of Tulare, State of California, described as follows:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTH AND WEST OF THE LITTLE TULARE IRRIGATION DITCH.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED MAY 24, 1956 AND RECORDED JULY 2, 1956 IN BOOK 1933 PAGE 275 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 1, 1951 IN BOOK 2302 PAGE 46 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED MAY 30, 2000, RECORDED MAY 4, 2001 AS INSTRUMENT NO. 01-33068 OF OFFICIAL RECORDS.

APN: 101-090-016

EXHIBIT "C"

DEVELOPMENT AGREEMENT NO. PDA 07-002

1. A Drainage Plan shall be prepared by a licensed Civil Engineer or licensed Architect and shall be submitted to and approved by the Resource Management Agency – Engineering Branch prior to the issuance of any building permits on the subject site. The Plan shall include existing and proposed contours and detail the means of disposal of storm water runoff from the site in such a manner that all such runoff shall be collected and disposed of on-site. The Plan shall specify a means of disposal such that runoff is not diverted to adjacent property or road frontage.
2. A Letter of Certification shall be prepared by a licensed Civil Engineer or licensed Architect. The Engineer or Architect shall affix their stamp and seal to the Letter. The Letter shall serve as the means to notify the County that construction was completed according to the approved Grading and Drainage Plan / Erosion Control Plan. The Letter shall be submitted to the Tulare County RMA – Engineering Branch prior to the issuance of final occupancy permits.
3. All exterior lighting shall be so adjusted as to deflect direct rays away from public roadways and adjacent properties.
4. Any structures built shall conform to the building regulations and the building line setbacks of the Ordinance Code of Tulare County insofar as said regulations and setbacks are applicable to such structures except as modified herein.
5. Conditions set down herein which require construction of improvements shall be complied with before the premises shall be used for the purposes applied for, in order that the safety and general welfare of the persons using said premises, and the traveling public, shall be protected. The Planning Commission may grant exceptions to this condition upon request by the applicant.
6. All interior access drives shall be designed so that trucks and cars enter and leave the facility by moving forward.
7. A drive approach shall be constructed at each proposed and/or existing point of access to Noble Avenue on the subject site. The drive approach shall be constructed in accordance with the Tulare County Improvement Standards (Tulare County Engineering Division).
8. All on site parking areas and driveways shall be surfaced for all-weather conditions and be continually maintained so that dust and mud to not create conditions detrimental to the surrounding roadways.

9. The applicant or the applicant's contractor shall obtain the necessary encroachment permits from the Tulare County Resource Management Agency, Engineering Division, before starting any construction within the right of way of a County maintained road.
10. The applicant shall make all necessary arrangements for the relocation of all overhead and underground public utility facilities that interfere with any improvements required to be constructed within the right of way of a County Road. The applicant shall make necessary arrangements with the serving public utility company for the cost of relocating such facilities as no relocation cost will be borne by the County. The relocation of such facilities shall be completed before any encroachment permits will be issued for the construction of any improvements within the right of way of a County road.
11. The applicant shall submit a landscape plan to the Planning Director for approval prior to issuance of building permits.
12. Applicant shall submit plans for any permanent signage to the Resource Management Agency for review and approval prior to construction or installation of said signage.
13. Landscaping shall be planted and permanently maintained along the Noble Avenue frontage, with plant material such as trees.
14. All landscaped area shall contain fertile, friable soils with adequate sub-surface drainage, contain provisions for convenient irrigation in the form of hose bibs and/or sprinkler systems, and be permanently maintained in a neat and viable condition.
15. No landscape materials shall be used that constitute a threat to human safety, nor shall any landscape material be located in such a manner as to impair vision of motorists or endanger the lives and safety of pedestrians.
16. Applicant shall provide, to the Tulare Irrigation Company, adequate right-of-way access to the 'Little Tulare Irrigation Ditch' for operation and maintenance.
17. Applicant shall post address along Noble Avenue frontage, adjacent to driveway approach. Address numerals shall be at least 6-inches in height with contrasting background.
18. Applicant shall provide surfaced year round access 20 feet wide between buildings and property line for emergency fire department response.
19. Distance between fire hydrants shall not exceed 500 feet and fire hydrant locations shall be approved by the Tulare County Fire Department prior to construction.
20. Provisions for Fire and Life Safety are to be completed by applicant and inspected by the Fire Warden prior to occupancy.

21. All building permit applications shall be reviewed and approved by the Tulare County Fire Department prior to their issuance.
22. The on-site storage activities/uses shall be limited to the "dead" storage of customary residential and light commercial objects, i.e., furniture, appliances.
23. Incidental auction of material in storage (nothing brought in) may be conducted no more than four times per year and all parking shall be provided on-site.
24. New sewage disposal systems shall be designed by a Registered Civil Engineer, Registered Environmental Specialist, or Registered Engineering Geologist. The specifications and engineering data for said system shall be submitted to the Tulare County Environmental Health Services Division (TCEHSD) for review and approval prior to issuance of a building permit.
25. Provisions shall be made to assure that the septic tank and leach field are located outside of the vehicular drive paths or parking area. Location of all primary systems as well as the 100% replacement area shall be clearly shown on the site plan and shall not be paved over.
26. The new public domestic well shall be constructed to public standards, as required by the Tulare County Well Ordinance.
27. This water system will be regulated as a "Non-Community Public Water System" by the TCEHSD, if the well is serving more than four connections.
28. Any food facility at this site will be subject to the permit requirements set forth in the California Uniform Food Facility Law.
29. The owner/operator shall comply with the San Joaquin Valley Air Pollution Control District's Regulation VIII – Fugitive Dust Rules.
30. The property owner shall have signed and recorded a Right-to-Farm Notice with the Tulare County Recorder's Office.
31. All equipment storage areas shall be properly managed to prevent nuisance of odors, dust and vector harborage and breeding.
32. All storage areas in which stored material is visible beyond the limits of the property shall be screened from public view. Screening shall consist of chain-link fencing around the perimeter of the site with privacy slats and barbed wire along the top. The height of the stored material shall not exceed the height of the fence provided to screen the stored material from view.
33. Any facility at this site, which stores hazardous materials, might be subject to the California State Hazardous Material Laws. If hazardous materials or hazardous wastes are stored at the site, the applicant shall submit a complete Hazardous

Material Business Plan to the TCEHSD prior to the final inspection of the building by the RMA Building Department.

34. Aisles within the site shall be at least 20 feet wide. All off-street parking areas and driveways shall be surfaced with concrete or concrete asphalt.

35. The mini-warehouse operations of the site shall comply with the Tulare County Zoning Ordinance as follows:

Storage or warehousing service within a building(s) primarily for individuals to store personal effects and by businesses to store material for operation of an industrial or commercial enterprise located elsewhere. Incidental use in a mini-warehouse may include the repair and maintenance of stored materials by the tenants but in no case may storage spaces in a mini-warehouse facility function as an independent retail, wholesale, business or service use, nor shall the storage spaces be used for workshops, hobby shops, manufacturing or similar uses.

36. All standard conditions and all special conditions of approval must be complied with at all times in order to continue the use or uses allowed. Compliance with all conditions is subject to review at any time.

Attachment No. 8

182



15

2008-0006749

Recorded	REC FEE	51.00
Official Records		
County of		
Tulare		
GREGORY B. HARDCASTLE		
Clerk Recorder		

12:31PM 28-Jan-2008	LC	Page 1 of 15
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RECORDING REQUESTED BY:

↓

AND WHEN RECORDED MAIL TO:

MERG Investments LLC
 Mike Fishbach
 1206 N. Sol Rd
 Visalia, CA 93292

THIS SPACE FOR RECORDER'S USE ONLY

Resolution No. 07-255

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)**

12/04

BEFORE THE SITE PLAN REVIEW COMMITTEE

COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF FINAL SITE)

RESOLUTION NO. 07-255

PLAN NO. PSR 07-017)

Resolution of the Site Plan Review Committee of the County for Tulare adopting certain findings and recommending the Planning Commission approve a Planned Development Agreement regarding Final Site Plan Review No. PSR 07-017, submitted by Merg Investments LLC and Mike Fishback, 1206 N. Sol Road, Visalia, CA 93292, (agent: Lane Engineers, Inc., P. O. Box 1059, Tulare, CA 93275-1059) for the establishment of a Self-Storage/RV-Boat Storage Facility, Retail Office Complex and caretaker apartment on approximately 7 acres of property zoned PD-C-3-SC (Planned Development-Service Commercial-Scenic Corridor) and generally located on the south side of Noble Avenue, south of State Highway 198, approximately 650 ft. east of Road 152, east of Visalia.

~~WHEREAS, an application for final site plan review has been submitted to the Site Plan Review Committee for consideration in accordance with Section 16.2 of the Zoning Ordinance of Tulare County, and~~

WHEREAS, the proposed final site plan is a necessary prerequisite to the filing of a Planned Development Agreement application for the project and the Site Plan Review Committee is therefore required to serve in an advisory capacity to the Planning Commission, and

WHEREAS, the Site Plan Review Committee has given notice to the applicant of the proposed final site plan in accordance with Section 16.2.G.2.h of the Zoning Ordinance, and

WHEREAS at that meeting of the Site Plan Review Committee, in order to discuss and review the proposed application. Staff presented a report and Mike Fishback, applicant and Mike Lane, agent, made comment in reference to said final site plan for the Committee's consideration and recommendation. No one spoke in opposition.

NOW, THEREFORE, BE IT RESOLVED THAT:

A. The Site Plan Review Committee hereby adopts the following findings with regard to this matter:

1. That the proposed use of land is consistent with the land use and circulation plan as set forth in the Visalia Area Land Use Plan and with other applicable elements of the Tulare County General Plan.

2. That the density of uses delineated on the final site plan does not exceed the holding capacity of the site as determined by the physical limitations described in the staff report prepared for the project.
3. That the proposed final site plan conforms to all policies and development standards set forth in the Zoning Ordinance. This site is zoned PD-C-3-SC. This is an allowed use in the C-3 Zone, except that a permanent residence for a caretaker, Zone Variance No. PZV 07-035 (ZA) was approved by the Zoning Administrator via Decision No. 2891.
4. That the proposed project is designed so that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on surrounding property. The project is, therefore, determined to be in conformance with the requirements contained in the Tulare County Development Standards.
5. The proposed final site plan complies with all other zoning regulations applicable to the subject property.
6. The Site Plan Review Committee, after consideration of all evidence presented, found that approval of said final site plan will promote the orderly growth of the unincorporated portions of the County and will assure the health, safety, and welfare of the people of the County.
7. That any proposed outdoor lighting is arranged so as to reflect the light away from adjoining properties and roadways.
8. That the proposed signs for outdoor advertising structures will not, by reason of size, location, color or lighting, interfere with safe traffic movement, limit visibility, or depreciate the value of adjoining property or the neighborhood.
9. A Planned Development Agreement was filed concurrently (PDA 07-002).

B. The Site Plan Review Committee hereby recommends that the Planning Commission approve the Development Agreement, subject to the following development standards and other such standards deemed necessary by the Planning Commission:

1. Unless otherwise indicated herein, development shall be in accordance with the plan(s) as submitted by the applicant and/or as modified by the Planning Commission and with the Site Plan Development Standards pertaining to a use of this type adopted by the Planning Commission on February 20, 1970.

2. Regardless of Condition No. 1 above, the Planning Director is authorized to approve minor modifications in the approved plans upon a request by the applicant, or his successors as long as said modifications do not materially affect the determination of the Planning Commission. Such modifications shall be noted on the approved plans and shall be initialed by the Planning Director.
3. A Drainage Plan shall be prepared by a licensed Civil Engineer or licensed Architect and shall be submitted to and approved by the Resource Management Agency – Engineering Branch prior to the issuance of any building permits on the subject site. The Plan shall include existing and proposed contours and detail the means of disposal of storm water runoff from the site in such a manner that all such runoff shall be collected and disposed of on-site. The Plan shall specify a means of disposal such that runoff is not diverted to adjacent property or road frontage.
4. A Letter of Certification shall be prepared by a licensed Civil Engineer or licensed Architect. The Engineer or Architect shall affix their stamp and seal to the Letter.

The Letter shall serve as the means to notify the County that construction was completed according to the approved Grading and Drainage Plan / Erosion Control Plan. The Letter shall be submitted to the Tulare County RMA – Engineering Branch prior to the issuance of final occupancy permits.
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8. All interior access drives shall be designed so that trucks and cars enter and leave the facility by moving forward.
9. A drive approach shall be constructed at each proposed and/or existing point of access to Noble Avenue on the subject site. The drive approach shall be constructed in accordance with the Tulare County Improvement Standards (Tulare County Engineering Division).

10. All on site parking areas and driveways shall be surfaced for all-weather conditions and be continually maintained so that dust and mud do not create conditions detrimental to the surrounding roadways.
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14. Applicant shall submit plans for any permanent signage to the Resource Management Agency for review and approval prior to construction or installation of said signage.
15. Landscaping shall be planted and permanently maintained along the Avenue 295 frontage, with plant material such as trees.
16. All landscaped area shall contain fertile, friable soils with adequate sub-surface drainage, contain provisions for convenient irrigation in the form of hose bibs and/or sprinkler systems, and be permanently maintained in a neat and viable condition.
17. No landscape materials shall be used that constitute a threat to human safety, nor shall any landscape material be located in such a manner as to impair vision of motorists or endanger the lives and safety of pedestrians.
18. Applicant shall provide, to the Tulare Irrigation Company, adequate right-of-way access to the 'Little Tulare Irrigation Ditch' for operation and maintenance.

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33. All equipment storage areas shall be properly managed to prevent nuisance of odors, dust and vector harborage and breeding.
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38. All standard conditions and all special conditions of approval must be complied with at all times in order to continue the use or uses allowed. Compliance with all conditions is subject to review at any time.

The foregoing resolution was adopted upon motion of Committee Member Anderson, seconded by Committee Member Geaney, at a regular meeting of the Site Plan Review Committee on November 30, 2007, by the following roll call vote:


AYES: Geaney, Anderson, Cates

NOES: None

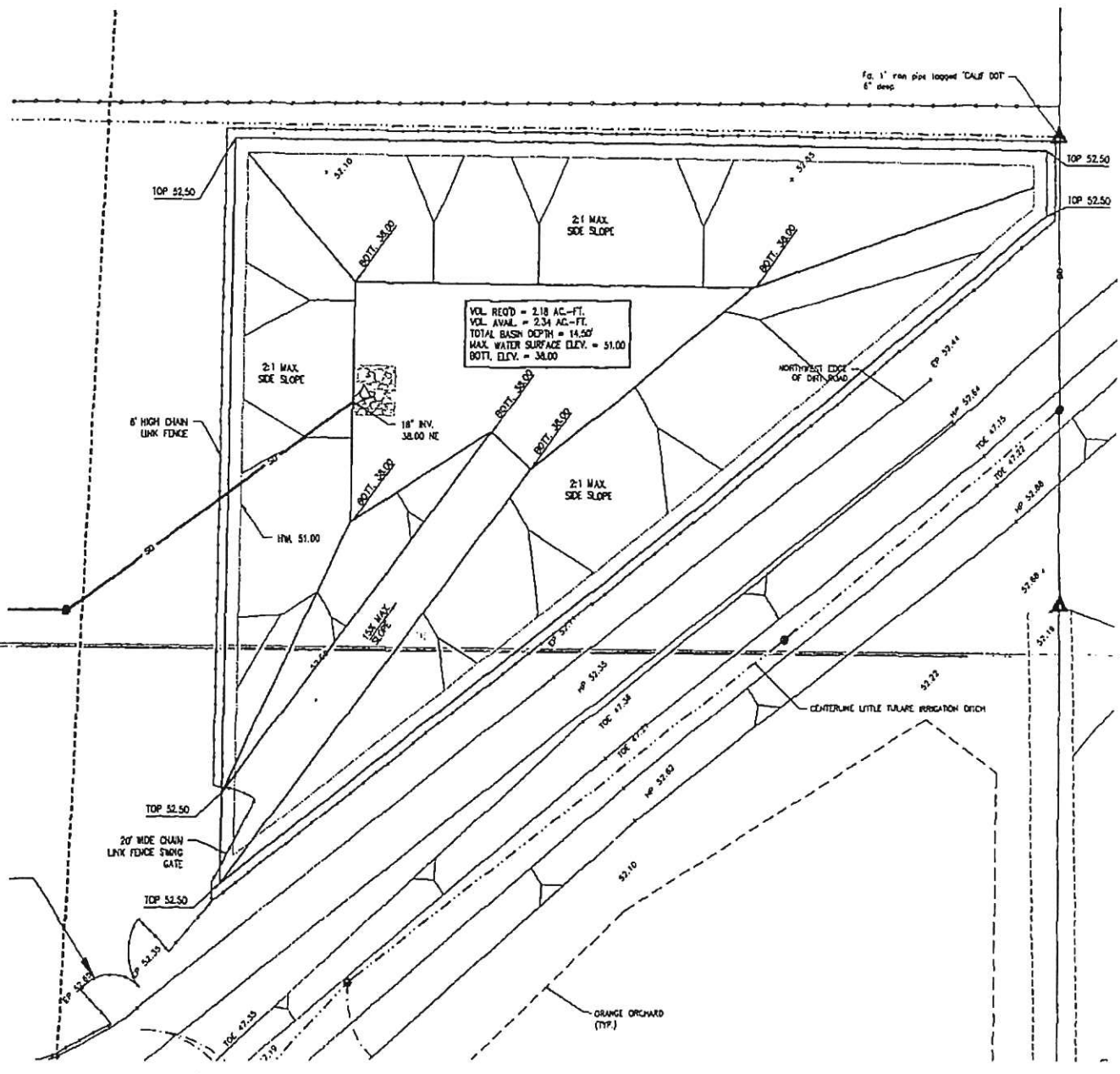
ABSTAIN: None

ABSENT: None

SITE PLAN REVIEW COMMITTEE



Beverly Cates, Chairperson



VOL. REQD = 2.18 AC.-FT.
 VOL. AVAIL. = 2.34 AC.-FT.
 TOTAL BASIN DEPTH = 14.50'
 MAX. WATER SURFACE ELEV. = 51.00
 BOTTL. ELEV. = 38.00

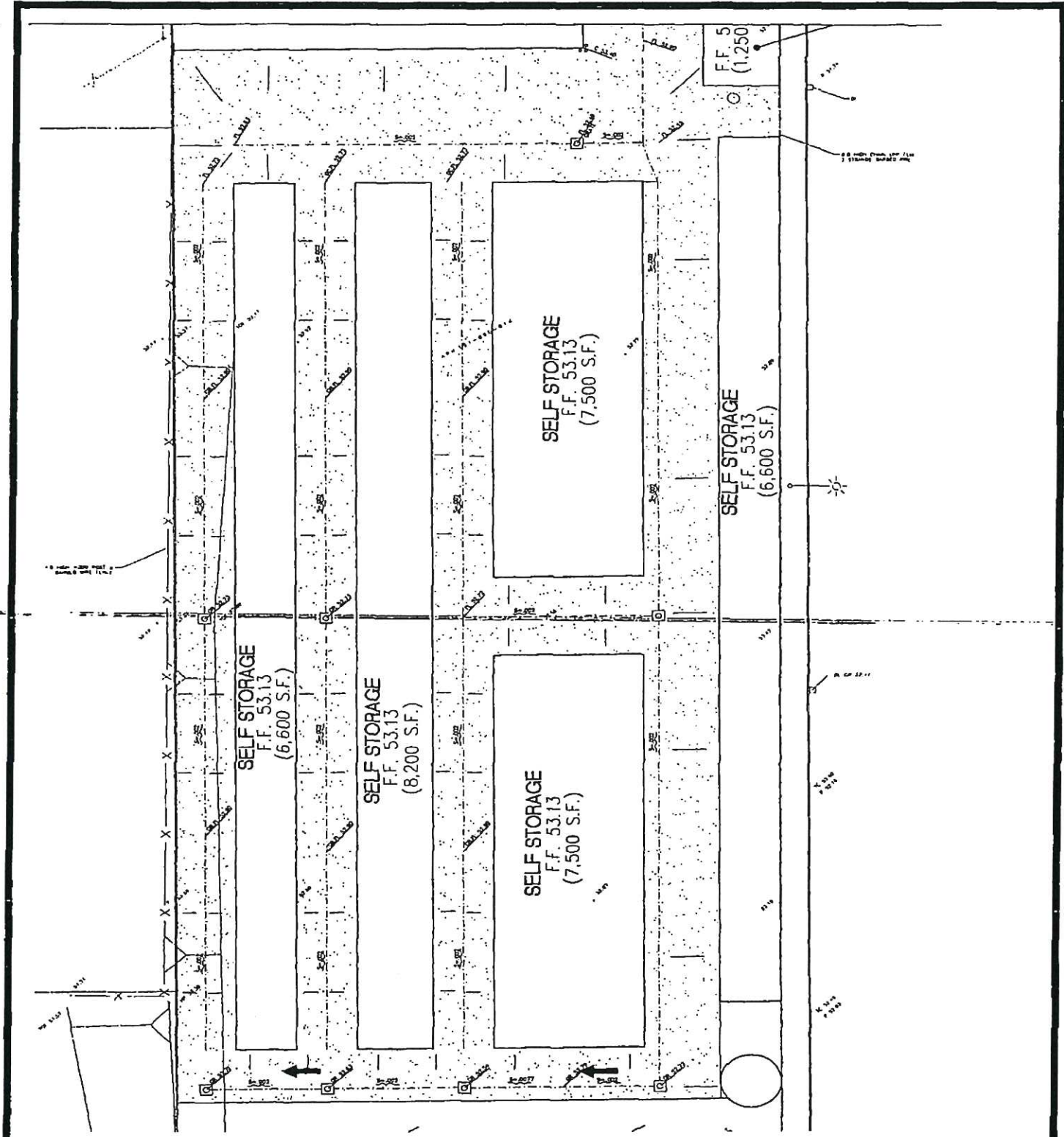
A

STORM DRAIN BASIN



No Scale

**Site Plan
 for
 PSR 07-017
 S.P.R.C. Exhibit "A"
 Sheet 2 of 4**



D MINI STORAGE

1" = 20'



No Scale

Site Plan
for
PSR 07-017
S.P.R.C. Exhibit "A"
Sheet 4 of 4

STATE OF CALIFORNIA

COUNTY OF TULARE

I, BEVERLY CATES, Chair, Tulare County Site Plan Review Committee, do hereby certify the attached resolution to be a full, true and correct copy of an original resolution made and entered by the Site Plan Review Committee on NOVEMBER 30, 2007 as the same appears of record and on file in my office.

Witness my hand this 28th day of January, 2008

BEVERLY CATES, Chair
Tulare County Site Plan Review Committee

BY: Beverly Cates  

ACCEPTANCE

I/We, Mike Fishback MERG Investments, LLC

do hereby accept the Site Plan Review granted by the foregoing resolution of the Site Plan Review Committee and agree that I/we, my/our heirs, executors, administrators, and assigns will well and faithfully observe all of the conditions and qualifications to said Site Plan Review set forth in the foregoing resolution of the Site Plan Review Committee attached thereto, and I/we, acknowledge and agree that should I/we, my/our heirs, executors, administrators, or assigns, fail to observe any of the said conditions or qualifications to said Site Plan Review, the Site Plan Review Committee or any body or officer designated by law or ordinance may, on its own motion, revoke or modify said Site Plan Review pursuant to the procedure established by law or ordinance and said Site Plan Review shall thereupon be null and void and of no further effect.

[Signature]
MERG Investments, LLC
[Signature]

(signatures)

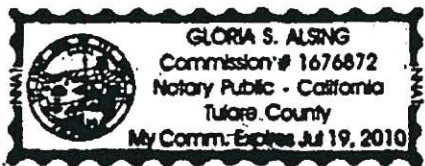
State of California }
County of Tulare }

On 1-28-08 before me, Gloria S. Alsing, Notary Public, personally appeared Mike Fishback 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]
Signature of Notary Public



DO NOT RECORD UNTIL THIS SECTION HAS BEEN SIGNED OFF BY THE RESOURCE MANAGEMENT AGENCY

Compliance Fees \$ 200⁰⁰ Received by WBD Receipt No. 20000447 Date 1-28-08

Attachment No. 1

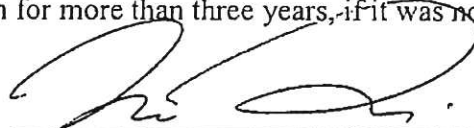
RIGHT TO FARM NOTICE

RE: Use Permit No. PSR 07-017
or
Parcel Map No. _____
or
Subdivision Map No. _____
or
Mining and Reclamation Plan No. _____

In accordance with Section 7-29-1070(a) of the Tulare County Ordinance Code; and as a condition of approval of the above-referenced use permit, parcel map, subdivision map or mining and reclamation plan, the undersigned hereby acknowledges that:

It is the declared policy of Tulare County to conserve, enhance and encourage agricultural operations within the County. Residents of property on or near agricultural land should be prepared to accept the inconveniences and discomfort associated with agricultural operations, including, but not necessarily limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Consistent with this policy, California Civil Code Section 3482.5 provides that no agricultural operation, as defined and limited by that section, conducted and maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three years, if it was not a nuisance at the time it began.

Dated: 1-28-2008



(Signature)

Mike Fishbach

(Print Name)

Dated: _____

(Signature)

(Print Name)

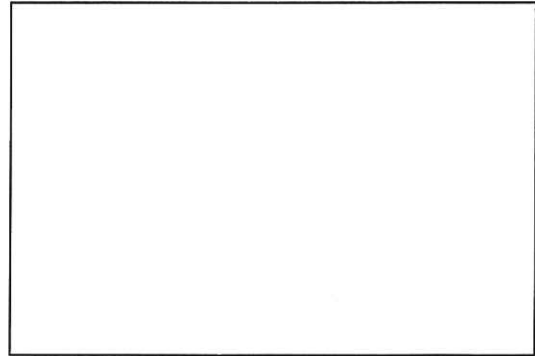
Attachment No. 9

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
Room 105, Courthouse
221 South Mooney Boulevard
Visalia, California 93291

Lead Agency: Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277 (559-624-7000)



Applicant(s): MERG Investments, LLC (Michael Fishback), 15323 Ave. 296, Visalia CA 93292; (559-967-4885)

Project Title: EOT 18-007-Repeal Ordinance 3363, Cancel Development Agreement PDA 07-002 & Transfer Conditions to Final Site Plan PSR 07-017

Project Location: On the south side of Noble Ave. and SR 198, approximately 650 feet east of Road 152 (APN 101-090-016)

Project Location: Section 35, Township 18S, Range 25E, MDB&M

Project Location - City: Visalia

Project Location - County: Tulare

Description of Nature, Purpose, and Beneficiaries of Project: Development Agreement No. 23575 for PDA 07-002 had a ten-year term through June 3, 2018, and upon its termination, was to be either extended or cancelled by agreement of both parties. The applicant requested and signed an agreement to cancel the Development Agreement. The associated Ordinance shall also be repealed. The 7.19-acre parcel contains a self-storage/RV and boat storage facility, retail office complex (five individual retail spaces) and caretaker apartment and is located in the PD-C-3-SC (Planned Development-Service Commercial-Scenic Corridor Combining) Zone. The existing uses will continue on the site.

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); Sec. 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- General Rule: CEQA guidelines 15061 (b)(3)
- Categorical Exemption:
- Statutory Exemptions:

Reasons why project is exempt: Categorically exempt, consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines pursuant to Title 14, Cal. Code Regulations, Section 21080(b)(1) and Section 15368, regarding Ministerial Projects. Ministerial projects are exempt from the requirements of CEQA. The project's phases have been built out according to the DA design standards. The DA Conditions of Approval will be transferred to the Conditions of Final Site Plan PSR 07-017. As such, the use of Sections 21080(b)(1) and 15268 is applicable and appropriate for this Project.

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner: April Hill Area Code/Telephone: 559-624-7108

Signature: _____ - Hector Guerra Date: _____ Title: Chief Environmental Planner

Signature: _____ - Reed Schenke Date: _____ Title: Environmental Assessment Officer

Signed by Lead Agency Signed by Applicant Date received for filing at OPR: n/a