



City of San Juan Bautista

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AGENDA

SPECIAL PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS
311 Second Street
San Juan Bautista, California

TUESDAY ~ NOVEMBER 10, 2020

~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON*

Join Zoom Meeting at <https://us02web.zoom.us/j/81558546988>

Meeting ID# 815 5854 6988

NO PASSWORD REQUIRED

Dial by your location +1 669 900 6833 US (San Jose)

ZOOM TUTORIAL - <https://www.youtube.com/watch?v=fMUxzrgZvZQ>

MEETING LIVE STREAMED AT CMAPTV.COM, CHANNEL 17

**All residents to follow the CDC Guidelines regarding preventative measures. We can all do our part to flatten the curve and prevent further spread of COVID-19.*

Written comments may be mailed to City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to deputycityclerk@san-juan-bautista.ca.us not later than 5:00 p.m., November 10, 2020, and will be read into the record during public comment on the item.

1. Call to Order
Roll Call

6:00 PM

2. Public Comment – Only on items on the agenda

3. Consent Items

All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the Commission, a staff member, or a citizen.

A. Approve Affidavit of Posting Agenda

B. Approve Affidavit of Posting Public Hearing Notice

C. Approve Minutes for the August 4, 2020 Meeting

4. Public Hearing Items

A. Consider an Amendment to the SJB General Plan to change the land use

designation from “Public Facilities” to “Industrial” and Zoning Map Amendment to change the land use zoning from “Public Facilities” to “Industrial” of former City well site located at the corner of Mission Vineyard Road and San Juan Hollister Road (APN: 002-550-007).

5. Action Items

- A. Approve Resolution 2020-XX Recommending to the City Council Extending the Term of the Temporary Parklets on Third Street Ninety Days**

6. Discussion

- A. Update by UGB-SOI Ad Hoc Committee**

7. Comments

- A. Planning Commissioners
B. Contract Senior Planner
C. City Manager**

8. Adjournment

Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 311 Second Street, San Juan Bautista, California during normal business hours.

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK IN THE CITY OF SAN JUAN BAUTISTA AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED PLANNING COMMISSION AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 6th DAY OF NOVEMBER 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,
ON THE 6th DAY OF NOVEMBER 2020.



TRISH PAETZ, DEPUTY CITY CLERK

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK IN THE CITY OF SAN JUAN BAUTISTA AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED PLANNING COMMISSION PUBLIC HEARING NOTICE. I FURTHER DECLARE THAT I POSTED SAID NOTICE ON THE 30th DAY OF OCTOBER 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,
ON THE 30th DAY OF OCTOBER 2020.



TRISH PAETZ
DEPUTY CITY CLERK

**NOTICE OF PUBLIC HEARING
CITY OF SAN JUAN BAUTISTA**

Pursuant to Government Code Section 65090, the **Planning Commission** of the City of San Juan Bautista gives notice of a public hearing on **November 10, 2020** at 6:00 p.m. in the Council Chambers at San Juan Bautista City Hall, 311 Second Street. During the public hearing, the following items will be discussed:

General Plan Amendment to change the land use designation from "Public Facilities" to "Industrial" and Zoning Map Amendment to change the land use zoning from "Public Facilities" to "Industrial" of former City well site, located at the corner of Mission Vineyard Road and Old San Juan Hollister Road (Assessor's Parcel Number: 002-550-007).

Staff reports and the full text of all items to be discussed will be available for public review at City Hall on **November 3, 2020**. All members of the public are encouraged to attend the meeting and may address the Planning Commission on the issue during the public hearing. Written comments may be hand delivered or mailed to City Hall (311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045), or e-mailed to cityplanning@san-juan-bautista.ca.us, not later than **5:00 p.m., November 9, 2020**.

If a challenge is made on the action of the proposed project, pursuant to Government Code Section 65009 court testimony may be limited to only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City at or prior to the public hearing.

Posted: October 30, 2020

**CITY OF SAN JUAN BAUTISTA
PLANNING COMMISSION REGULAR MEETING
AUGUST 4, 2020
DRAFT MINUTES**

(Meeting held via Zoom Internet Video/Audio Conference Service)

1. CALL TO ORDER – Chairman Freels called the meeting to order at 6:37 p.m.

B. ROLL CALL

Present: Commissioners Freels, Medeiros, Brewer and Delgado

Absent: Commissioner Matchain

Staff Present: Sr. Planner David Mack, City Manager Reynolds and Deputy City Clerk Paetz

2. PUBLIC COMMENT

There was no public comment.

3. INFORMAL PROJECT REVIEW

Nothing was presented.

4. CONSENT ITEMS

- A. Approve Affidavit of Posting Agenda**
- B. Approve Affidavit of Posting Public Hearing Notice**
- C. Approve Minutes for the February 4, 2020 Meeting**
- D. Approve Minutes for the March 10, 2020 Meeting**
- E. Approve Minutes for the June 2, 2020 Meeting**

A motion was made by Commissioner Medeiros and seconded by Commissioner Brewer to approve all items on the Consent Agenda. The motion passed 4-0 with Commissioner Matchain absent.

5. PUBLIC HEARING ITEMS

A. Consider Approval of a Site and Design Review Application for a New 1,741 sq. ft. Single Family Residence at 302 Seventh Street (APN: 002-420-017). The Applicant is Tom Nino.

City Contract Senior Planner David Mack provided a report and Powerpoint presentation, stating the site and design review application submitted was deemed complete by all City departments and the project was found to be exempt from CEQA, per Section 15303. The applicant was present and explained his background as a construction contractor. Commissioner Medeiros was concerned with the City's affordable housing requirements. Whereupon, City Manager Reynolds explained that single family housing is inclusionary housing but PUD's are subject to affordable housing rules of 15%. Chairperson Freels opened the public hearing. There was no

public comment. Chairperson Freels closed the public hearing. A motion was made by Commissioner Brewer and seconded by Commissioner Medeiros to Approve Resolution 2020-05 approving a site and design review application for a new 1,741 square foot single family residence, 488 square foot garage, and 54 square foot porch located at 302 Seventh Street, APN 002-420-017. The motion passed 4-0 with Commissioner Matchain absent.

6. COMMENTS & REPORTS

A. Planning Commissioners

Chairperson Freels commented that a COVID vaccine is on the way.

B. Senior Planner

Senior Planner Mack provided an update on the Midnight Express project.

C. City Manager

City Manager Reynolds commented the Luck Park Master Plan will kickoff on Thursday.

8. ADJOURNMENT

The meeting adjourned at 7:00 p.m.



CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION STAFF REPORT

AGENDA TITLE: General Plan Amendment to change the land use designation from "Public Facilities" to "Industrial" and Zoning Map Amendment to change the land use zoning from "Public Facilities" to "Industrial" of former City well site, located at the corner of Mission Vineyard Road and Old San Juan Hollister Road (Assessor's Parcel Number: 002-550-007).

MEETING DATE: November 10, 2020

SUBMITTED BY: David J. R. Mack, AICP, Contract Planner

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION(S): Staff recommends the Planning Commission take the following actions:

1. Consider the Staff Report; and
2. Recommend approval of the General Plan Amendment Resolution to the City Council; and
3. Recommend approval of the Zoning Map Amendment Resolution to the City Council.

BACKGROUND INFORMATION:

On August 30, 2018, the San Juan Bautista City Council considered and approved a land swap/purchase to come into compliance with Compliance Order 02.05.16R.004. The swap/purchase included the following details:

City actions:

1. Purchase of Well 6 for use by City;
2. Purchase of 0.73 acres of land from Coke property;
3. Granting of five (5) water and sewer connection fees for use on the "Well 3" property and adjacent parcel, consisting of 11.77 acres, under Coke's ownership/control.

Coke actions:

1. Purchase of 0.73 acres of land from City property;
2. Purchase of Well 3 for use/abandonment by Coke.

The agreement also included a lot line adjustment on the "Well 3" property to separate a 0.05 acre piece of land to allow the City to retain the sewer lift station. The executed agreement between Coke and the City is attached to this report as **ATTACHMENT 3**.

What the agreement did not include was consideration of the underlying land use designations/zoning of the Well 3 parcel. Therefore, upon execution of the agreement, and upon finalization of all terms, the "Well 3" property was never rezoned from "Public Facilities" to "Industrial" to replace the land use and zoning of the Well 6 property which was exchanged. The result of the lack of rezoning/land use change, has left the new Coke property with a zoning and designation that is not useable in the manner as the prior Coke owned land (Well 3). The purpose of this project is to remedy the land use/zoning situation and allow the Well 6 property to be utilized in same manner as the Well 3 property was used.

CEQA Analysis:

The proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, known as the "Common Sense" exemption.

Section 15061(b)(3) states a project is exempt from CEQA if:

The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA

Staff believes that the proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since an equal amount of land was exchanged from/between City ownership and the Coke's, and the rezoning activity will not result in an increase of industrial zoned land (land use designation or zoning) within the city (The City will processing a rezone and land use re-designation for the City property separately). Therefore the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

RECOMMENDATION

Staff recommends that the Planning Commission recommend the City Council authorize the proposed land use designation and zoning change to allow the 0.73-acre Well 6 property, currently owned by the Coke's to be changed from "Public Facilities" to "Industrial".

ATTACHMENTS:

1. Draft Resolution for the proposed General Plan Amendment.
 - a. Exhibit A – Land Use Amendment Map
2. Draft Resolution for the proposed Zoning Map Amendment.
 - a. Exhibit A – Zoning Amendment Map
3. Agreement for Purchase and Sale and Exchange of Real Property and Wells.

ATTACHMENT 1

RESOLUTION NO 2020-XX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION
RECOMMENDING APPROVAL OF A GENERAL PLAN LAND USE MAP AMENDMENT
TO RECLASSIFY THE PROPERTY LAND USE DESIGNATION FROM "PUBLIC FACILITY"
TO "INDUSTRIAL" FOR THE PROPERTY LOCATED AT THE CORNER
OF MISSION VINEYARD ROAD AND OLD SAN JUAN HOLLISTER ROAD
(ASSESSOR'S PARCEL NUMBER 002-550-007).

WHEREAS, on August 23, 2020, Dale Coke, applicant and property owner, submitted an application for a general plan amendment and zoning amendment to reclassify the property land use designation from "Public Facilities" to "Industrial", as shown in "EXHIBIT A" attached hereto; and

WHEREAS, on November 10, 2020, the Planning Commission of the City of San Juan Bautista conducted a duly noticed public hearing to consider a General Plan Land Use Map Amendment to reclassify the property land use designation from "Public Facilities" to "Industrial", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the November 10, 2020 meeting and adopted Resolution 2020-xx recommending approval to the City Council; and

WHEREAS, the proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, known as the "Common Sense" exemption. Section 15061(b)(3) states a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since the an equal amount of land was exchanged from/between City ownership and the Coke's, and the rezoning activity will be not result in an increase of industrial zoned land (land use designation or zoning) within the city (The City is processing the rezone and land use re-designation under a separate action and staff report). Therefore the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of San Juan Bautista that it hereby recommend approval of the requested General Plan Land Use Map Amendment to reclassify the property land use designation from "Public Facilities" to "Industrial" for the property located on an approximate 0.73-acre project site located at the corner of Mission Vineyard Road and Old San Juan Hollister Road (APN 002-550-007).

FINDINGS

1. **General Plan Land Use Map Amendment** – The General Plan Land Use Amendment is not detrimental to the public health, safety, or general welfare of the San Juan Bautista community or the surrounding area and is consistent with the following General Plan Policies:
 - a. LU-4.1.2 and Program LU-4.1.2.1
 - i. Pursue regulatory and investment strategies that promote a healthy mix of uses (e.g., retail, residential, office, and public facilities).

PASSED AND ADOPTED by the Planning Commission of the City of San Juan Bautista at a regular meeting duly held on the 10th day of November 2020, by the following vote:

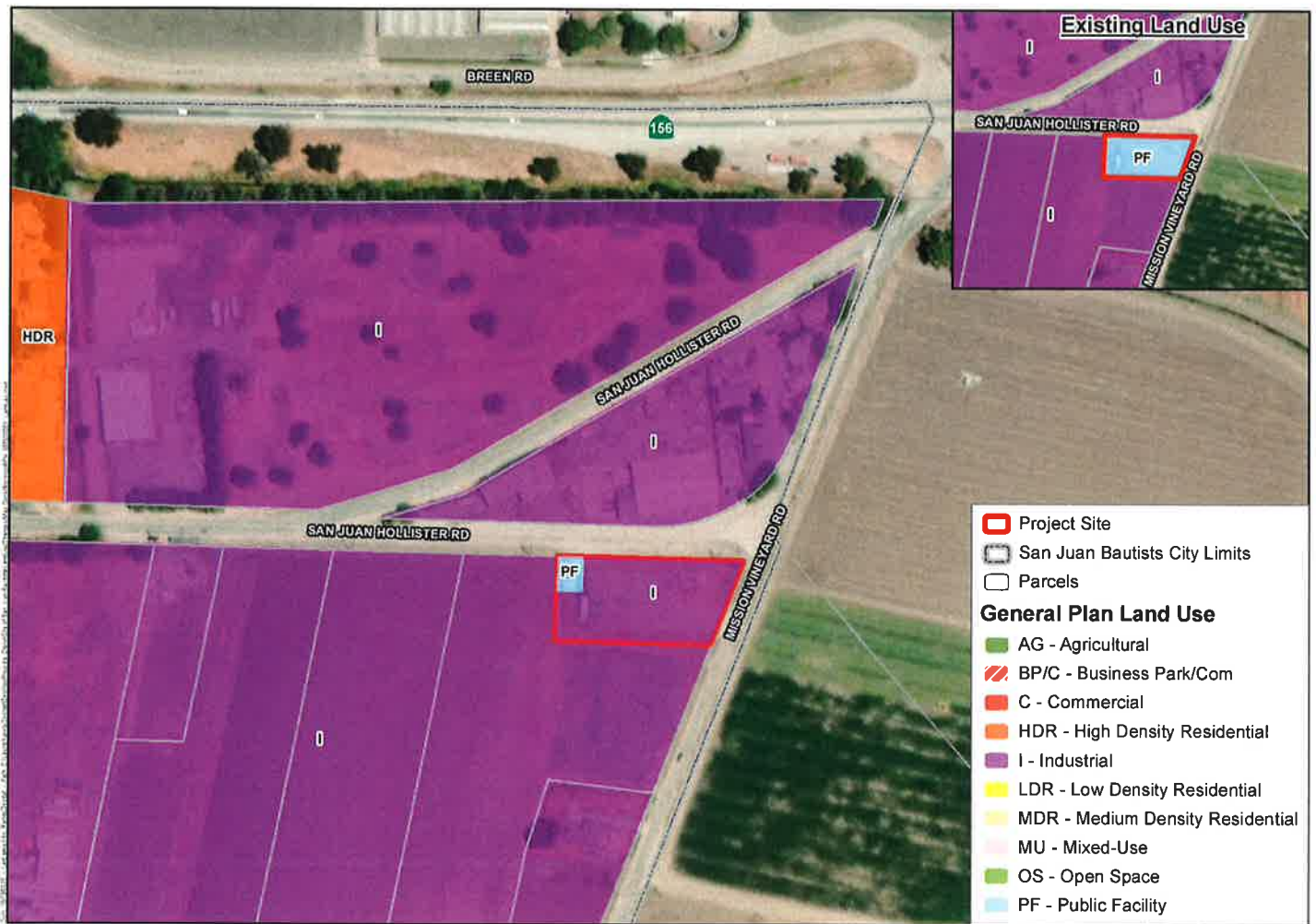
AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Scott Freels, Chair



Source: Maxar Imagery 2019.

Figure 1
Proposed Land Use

ATTACHMENT 2

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION RECOMMENDING
ADOPTING AN ORDINANCE AMENDING THE CITY OF SAN JUAN BAUTISTA
ZONING MAP REZONING THE PROPERTY LOCATED AT THE CORNER OF
MISSION VINEYARD ROAD AND OLD SAN JUAN HOLLISTER ROAD
(APN: 002-550-007) FROM "PUBLIC FACILITIES" TO "INDUSTRIAL".

WHEREAS, on August 23, 2020, Dale Coke, applicant and property owner, submitted an application for a general plan amendment and zoning amendment to reclassify the property land use designation from "Public Facilities" to "Industrial", as shown in "EXHIBIT A" attached hereto; and

WHEREAS, on November 10, 2020, the Planning Commission of the City of San Juan Bautista conducted a duly noticed public hearing to consider recommending that the City Council adopt an ordinance amending the City of San Juan Bautista Zoning Map rezoning the property from "Public Facilities" to "Industrial", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the November 10, 2020 meeting and adopted Resolution 2020-xx recommending approval to the City Council; and

WHEREAS, the proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, known as the "Common Sense" exemption. Section 15061(b)(3) states a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since the an equal amount of land was exchanged from/between City ownership and the Coke's, and the rezoning activity will be not result in an increase of industrial zoned land (land use designation or zoning) within the city (The City is processing the rezone and land use re-designation under a separate action and staff report). Therefore the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of San Juan Bautista that it hereby recommends adoptatio an ordinance amending the City of San Juan Bautista Zoning Map rezoning the property located at the corner of Mission Vineyard Road and Old San Juan Hollister Road (APN 002-550-007) from "Public Facilities" to "Industrial", making the following findings:

FINDINGS

1. **Zoning Map Amendment** – The Zoning Map Amendment will maintain zoning consistency with General Plan Land Use Map Amendment and that the zoning map amendment will not be detrimental to the public health, safety or general welfare of the San Juan Bautista community or the surrounding area.

PASSED AND ADOPTED by the Planning Commission of the City of San Juan Bautista at a regular meeting duly held on the 10th day of November 2020, by the following vote:

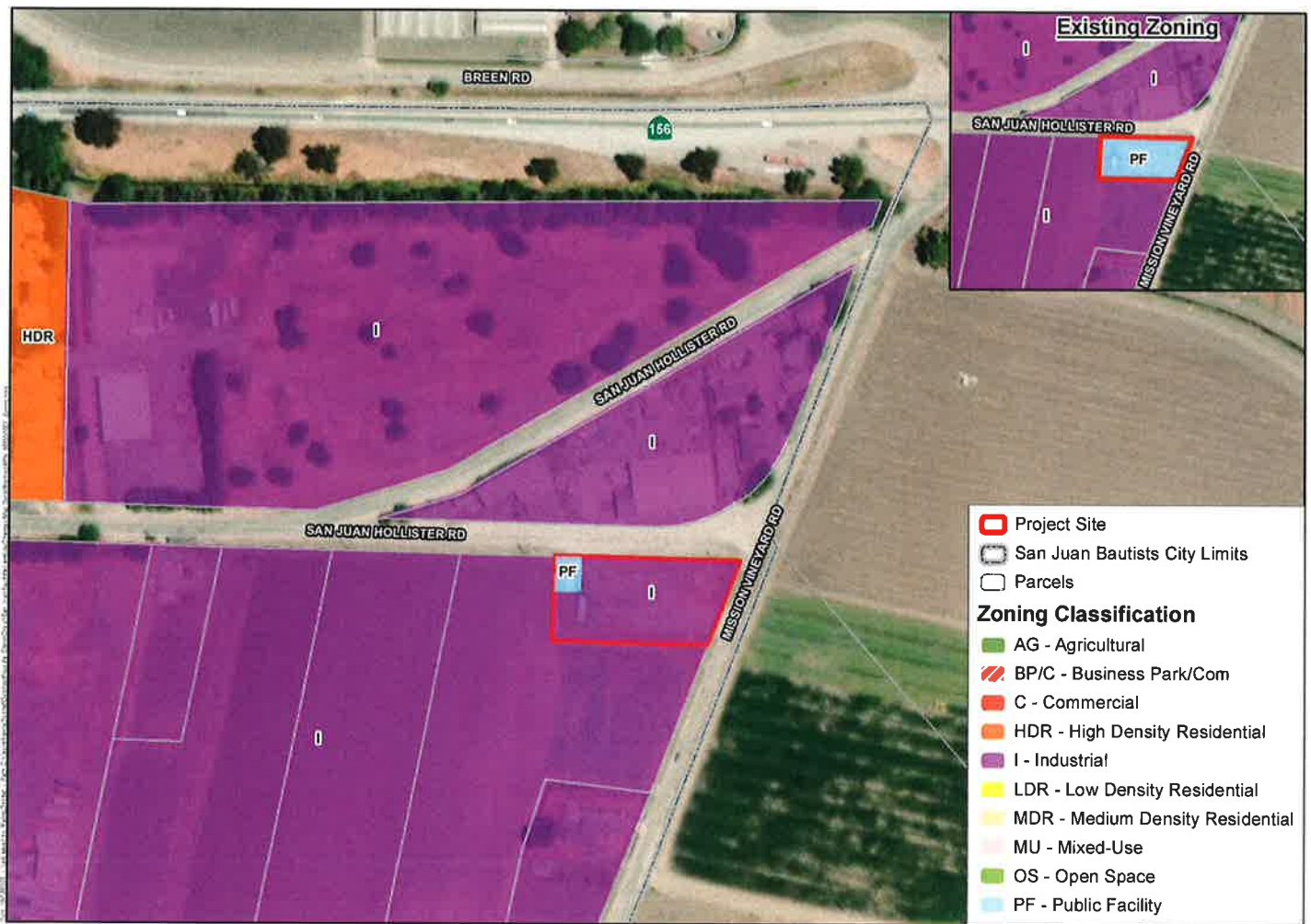
AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Scott Freels, Chair



Source: Maxar Imagery 2019.

AGREEMENT FOR PURCHASE AND SALE AND EXCHANGE OF REAL PROPERTY AND WELLS

This Agreement (Agreement) is entered into as of the 31st day of August, 2018, by and between the City of San Juan Bautista, a California Municipal Corporation (the City), Coke Farms Inc., and Dale C. Coke and Christine C. Coke, as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 (Coke). The City and Coke are sometimes referred to herein individually as a "party" and collectively as the "parties."

Recitals

A. Coke Farms, Inc. is the lessee of 12.5 acres of vacant land (APN 002-550-009-000) and the agricultural well situated on the site, owned by the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989. The agricultural well on this site is referred to as "Well 6". The well is located in San Benito County. Due to the acceptable drinking water quality and water volume that Well 6 produces, the City seeks to purchase Well 6 and .73 acres of land of this property, hereinafter referred to as the "Well 6 Property" and more particularly described on Exhibit "A" attached hereto and made a part hereof. The City intends to connect Well 6 to the City's municipal water system to improve water quality for its current customers and to enable the City of San Juan Bautista to add service lines for future customers.

B. The City owns approximately .78 acres of land (APN 002-550-007-000) including a well, commonly referred to as "Well 3" described on Exhibit "B," located in the City of San Juan Bautista and more particularly and hereinafter referred to as the "Well 3 Property". The City seeks to sell .73 acres of the Well 3 Property to Coke, making a lot line adjustment to retain a .05 acre parcel for the City sewer lift station, more particularly described in Exhibit "C" attached hereto and made a part hereof. Coke may use the water from Well 3 or abandon the Well. As additional consideration for the Well 6 Property, City will credit Coke with five (5) water and sewer connection fees for the benefit of the Well 3 Property and the parcels comprising the remainder of Coke's 11.77 acres as described in attached Exhibit "A"

C. As consideration for the Well 6 Property, the City shall pay Dale C. and Christine C. Coke Living Trust three hundred thousand dollars (\$300,000.00). At the close of escrow, with a credit of \$50,000 for the Coke's purchase of .73 acres of the Well 3 Property from the City, the net payment the City will pay to Coke will be two hundred and fifty thousand dollars (\$250,000.00) and Coke shall reserve a right to use water from Well 6 for agricultural purposes on the remainder 11.77 acres, and the .73 acres of the Well 3 Property subject to potential interruption in the event that Well 6 must be operated to meet the City's municipal water demand. Coke will pay the City for the electricity cost for pumping water from Well 6 to reimburse the City for the electricity used for Coke for irrigation on remaining 11.77 acres. Coke will pay the groundwater extraction fee for any water used by Coke directly to San Benito County Water District.

Now, therefore, in consideration of the foregoing and the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto agree as follows:

1. AGREEMENT TO PURCHASE AND SELL

1.01 The Recitals set forth in the foregoing are hereby incorporated into the Agreement.

1.02 Coke hereby agrees to sell to the City the .73 acre Well 6 Property(Exhibit A) and City hereby agrees to purchase from Coke the Well 6 Property, located in San Benito County, California, as set forth in the Grant Deed, substantially in the form and content as set forth in "Exhibit D " attached hereto at the Purchase Price and on the terms set forth herein, together with all existing privileges, rights, water rights, restrictions, reservations, easements and rights-of-way included thereon.

1.03 The City hereby agrees to sell to Coke .73 acres of the Well 3 Property(Exhibit E) and Coke hereby agrees to purchase from City that Property, located in San Benito County, California, as described and set forth in a Grant Deed, substantially in the form and content as set forth in "Exhibit E " attached hereto at the Purchase Price and on the terms set forth herein, together with all existing privileges, rights, water rights, restrictions, reservations, easements and rights-of-way included thereon, except that City agrees to adjust the lot line of Well 3 property to provide a .05 acre remainder lot for the City's sewer lift station located on the Well 3 Property as set forth substantially in the form and content as set forth in "Exhibit C" attached hereto.

2. DELIVERY OF DOCUMENT

2.01 The Grant Deeds conveying the Properties will be executed and delivered by the City and Coke at Closing (as defined in Section 7) to First American Title Insurance Company (the Title Company), Escrow Holder for the parties for the purpose of conveying the Property to the Agency.

3. CONSIDERATION

3.01 Coke shall purchase from City .73 acres of Well 3 Property (APN 002-550-007), for \$50,000. The City shall purchase from Coke .73 acres of land, known as the Well 6 Property for \$300,000. The purchase price of Well 3 Property (\$50,000) shall be credited to the City in consideration for the purchase of Well 6 Property (\$300,000) from Coke.). The Purchase Price will be paid by the City to Coke at the Closing (as defined in Section 7 B Closing) by paying \$250,000.00 at close of escrow. Coke's transfer of Well 6 property shall be subject to a nontransferable reservation of right for Coke to use water from Well 6 for agricultural use for the remainder 11.77 acres and the .73 acres of the Well 3 Property subject to potential interruption in the event that Well 6 must be operated to meet the City's municipal water demand. Coke will pay the City for the electricity charges for pumping water from Well 6 in an amount that will reimburse the City for the charges for electricity used. The City will also credit Coke with five (5) water and sewer connection fees for the benefit of the .73 acre portion of Well 3 parcel and 4 parcels within the Coke 11.77 acres illustrated in "Exhibit A". These connections will be used for the future development of these properties.

4. TITLE

4.01 At Closing, City will deliver good and marketable title to the .73 acre portion of Well 3 Property to Coke and Coke will deliver good and marketable title to the Well 6 Property to City, free of any liens except property taxes not yet payable. Title will be subject only to those restrictions and reservations as set forth in the Grant Deeds attached hereto as Exhibits D and E and the exceptions shown in the preliminary title reports for the Well 3 Property dated as of November 30, 2017, as provided by First American Title Company, or disclosed in any visual inspection of the Property by the Title Company and in the preliminary title reports for the Coke Property APN 002-550-009-000 dated as of November 30, 2017, as provided by First American Title Company, or disclosed in any visual inspection of the Property by the Title Company

4.02 At closing, City shall pay ("Closing costs"):

- (i) all escrow fees;
- (ii) the cost for title insurance policies insuring the respective buyers of the Well 3 for the Well 6 Properties; and
- (iii) the cost of any document preparation.

4.03 No recording fees will be payable with respect to the recording of the City's Grant Deed, pursuant to Government Code Section 6103.

5. REPRESENTATIONS AND WARRANTIES

5.01 The Parties are selling their properties "AS IS" with all faults, but represents and warrants as follows:

- (a) Parties have full power and authority to sell, convey and transfer their properties as provided for in this Agreement and this Agreement is binding and enforceable against Parties.
- (b) To Parties' actual knowledge the Parties have not caused any Hazardous Materials to be placed or disposed of on or at the properties or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has either Party received any written notices or any information received of any nature which imparted notice that the properties are in violation of any Environmental Law. As used herein:

(i) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes or regulation by any local government authority, the State of California, or the United States Government, including, but not limited to any material or substance which is (a) defined as a "hazardous waste," "hazardous material," or "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any

provision of California law, (b) petroleum, (c) asbestos, (d)

polychlorinated biphenyl, (e) radioactive material, (e) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (f) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (g) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601); and

(ii) the term "**Environmental Laws**" shall mean all statutes specifically described in the definition of "**Hazardous Materials**" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

5.02 Except as expressly set forth in this Agreement, the Parties are relying upon no warranties, express or implied, oral or written, regarding the properties and, upon Close of Escrow, the parties will have accepted their respective properties "**AS IS**", with all faults. The parties represent and warrant as follows:

- (a) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which either party is a party.
- (b) The parties have full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against the Parties.

5.03 The Parties acknowledge and agree that, except as expressly set forth in this Agreement, no Party(ies) has communicated to other Party(ies) any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (i) value;
- (ii) income to be derived from the Property;
- (iii) the nature, quality or condition of the Property, including without limitation, soil and geology, except that the potability of Well 6 and the legal ability to connect Well 6 to the municipal water supply has been determined by the City, is accepted as a condition and precedent for entering into this Agreement;
- (iv) compliance with or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

- (v) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, California Health & Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Agency regulations at 40 C.F.R. part 261, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and regulations promulgated under any of the foregoing;
- (vi) or; with respect to any other matter.

5.04 The parties further acknowledge and agree that they have been given the opportunity to inspect the Properties and review information and documentation affecting the Properties, and that, they are relying solely on their own investigation of the properties and review of such information and documentation, and not on any information provided or to be provided by the parties. The City, in particular is solely responsible for all testing, installment of fixtures, regulation by the State and any other action necessary to determine that the water from Well 6 is potable and can legally be connected to the Municipal water supply. Except for express representations and warranties contained in Section 5.01 and 5.02 above, the parties are not liable or bound in any manner by any oral or written statements, representations or information pertaining to the properties, or the operation thereof, furnished by any agent, employee, servant or other person. The parties further acknowledge and agree that to the maximum extent permitted by law, except for express representations and warranties contained in Section 5.01 above, the sale of the properties as provided for herein is made on an "AS IS" condition and basis with all faults, and that neither City nor Coke has any obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein.

5.05 With respect to the waivers and releases set forth in Section 5.04 above, the parties expressly waive any of their rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. PARTIES' WATER RIGHTS

6.01 City shall obtain all rights to water on the Well 6 Property, whether appropriative, prescriptive, contractual or other water rights appurtenant to the Property, except that a nontransferable reservation of right is granted to Coke to use water from Well 6 for agricultural use for the remainder of Coke's 11.77 acres (Exhibit "A") and the .73 acres of the Well 3 Property after conveyance of the Well 6 Property, and made a part hereto of this agreement, subject to potential interruption of such rights in the event that Well 6 must be operated to meet the City's municipal water demand. Coke shall not permanently transfer, encumber, lease, sell, or otherwise separate the water rights herein from Well 6. Coke's use of water from Well 6 may only be distributed to the 11.77 acres (Exhibit "A") owned by Coke and the .73 acres of the Well 3 Property. Any distribution of water to Coke as set forth herein shall not impair the operation of

Well 6 or otherwise impede the City's use of the water from Well 6. Coke shall pay the City for Coke's portion of the expenses for electrical charges for pumping water for Coke's use. Coke will pay the agricultural ground water extraction fees to the San Benito County Water District based upon Coke's use of water extracted from the Well 6 Property. The City shall pay for all the necessary well connections (including backflow prevention devices and flow meter) to allow Coke to use the water from Well 6 under the terms and conditions set forth herein. The City shall pay municipal water extraction fees and repair/maintain or replace as needed all well system components for Well 6, except for Coke's agriculture water meter which shall be repaired/maintained or replaced by Coke as needed.

6.02 The parties understand that City is acquiring the Well 6 Property to connect Well 6 to the City's municipal water system and provide potable water to the citizens of the City of San Juan Bautista. Coke shall or has cooperated with the City to allow testing and will allow entry by the City and its agents, to test the water from Well 6.

6.03 In consideration for Coke's sale of the Well 6 Property to the City:

(a) Coke shall obtain the Grant deed to the .73 acre portion of Well 3 Property (Exhibit E) and all rights to water on the Well 3 Property, whether appropriate, prescriptive, contractual or other water right appurtenant to the Property;

(b) the City will credit Coke with five (5) sewer and water connection fees for; Well 3 property and Parcels 1,2,3,and 4 owned by Coke which are described in Exhibit "A" and Well Lot 3 as described in Exhibit B;

(c) the City shall prepare an assessment within fiscal year 2019 regarding providing fiber optic broadband infrastructure to San Juan Bautista; and if a broadband project is approved, the City will extend the optical cable and the ability to tie into the Coke's five (5) industrial lots (consisting of Parcels 1,2,3,4 described in Exhibit A and Well Lot 3 as described in Exhibit E)

(d) the City will retain existing the .05 acre remainder parcel with City sewer lift station formerly part of Well 3 Property which remainder is described by a map attached as Exhibit C and by the metes and bounds description of the Exception to the Well 3 Property in Exhibit E; and,

(e) the City will remove all debris, equipment, excess soil, rubble and trash and grade the Well 3 Property to a grade level acceptable to Coke, including and not limited to, the Pellet Plant and fencing shall be relocated off Well 3 Property within six months after the close of escrow.

7. CLOSING

7.01 Conditions to Closing Escrow. The conditions of closing are as follows:

(a) The City has determined that the Well 6 water is sufficiently potable and that Well 6 can be legally connected to its Municipal Water system.

(b). Both the Well lot 3 Property of .73 acres and the Well 6 property of .73 acres can be insured as legal lots of record as each property is described in Exhibits D and E.

7.02 Closing Date.

(a) The consummation of the purchase and sale of the Well 6 Property and the conveyance of the .73 acre portion of Well 3 Property will be held at the offices of the Title Company. The closing of the sale (the Closing Date) only after the following occur:

(b) the City has determined that the well on the Well 6 Property can be connected to the Municipal Water system. This determination by the city and notification to Coke and Title Company will occur on or before sixty days prior to the consummation of the purchase.

(c) performance by City and Coke of their respective obligations under this Agreement directly or through the completion of escrow deposits required of them to be made, delivery of the Purchase Price to Coke by Escrow Holder

(d) recording of the Grant Deeds for: Well 6 Property and Well 3 Property

(e) upon title insurer's commitment to issue the title policy to City regarding the Well 6 Property described in Exhibit D and to issue the title policy to Dale C. Coke and Christine C Coke as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 as to the .73 acres of the Well 3 Property described in Exhibit E

(f) delivery of the .73 acre Well 6 Property(Exhibit D) to City

(g) delivery of the .73 acre Well 3 Property(Exhibit E) to Coke

7.03 City's Deposits into Escrow. Once City has ascertained that the Well 6 Property can be connected to the Municipal Water system and given the notice to Coke set forth in section 7.02, City shall deposit the following documents and items into escrow:

- (a) a bank cashier's check payable to Coke or a wire transfer to escrow in an amount equal to \$250,000;
- (b) a duly executed and acknowledged Grant Deed, in the form attached as Exhibit E, conveying the .73 acre portion of Well 3 Property to Dale C. Coke and Christine C Coke as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 ;
- (c) an affidavit in the customary form required by escrow holder and Federal law stating that City is not a foreign person under IRC Section 1445(f)(3);
- (d) title insurance premiums and closing costs;
- (e) all documents in the City's possession related to the Well 3 Property including, but not limited to, all well drilling logs and other well production and potability records;

- (f) such other discounts as may reasonably be required to complete the Closing, including a document certifying to the escrow holder that all acts or legal conditions precedent necessary to be taken or performed by the District to authorize execution of the documents have been taken or performed.
- (g) a duly executed and surveyor certified legal description of the .05 acre Public Utility Sewer Lift Station parcel remainder retained by City attached as Exhibit "C"

7.04 Coke Deposits into Escrow. Prior to Closing, Coke must deposit the following into escrow:

- (a) a duly executed and acknowledged Grant Deed, in the form attached as Exhibit D, conveying the Well 6 Property to City;
- (b) such other documents as may reasonably be required to complete the Closing including a document certifying to the escrow holder that all acts or legal conditions precedent necessary to be taken or performed by Coke to authorize execution of the documents have been taken or performed
- (c) all documents in the Coke's possession related to the Well 6 Property including, but not limited to, all well drilling logs and other well production and potability records

7.05 Pro-ration of Taxes. All real and personal property *ad valorem* taxes and special assessments, if any, will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

7.06 Closing Costs. City shall pay all costs of escrow, title insurance and recording fees incurred in this transaction.

7.07 Closing. Title Company shall close the escrow by doing the following:

- (a) Recording the Grant Deeds and Easement in the Official Records of the San Benito County Recorder;
- (b) Delivering to Coke the amount due Coke as shown on the closing statement for the escrow consistent with this Agreement (A Closing Statement) and a signed original of City Closing Statement; and
- (c) Delivering to City a signed original of the Closing Statement and copies of all recorded documents and any refund due.

7.08 Possession. Coke will deliver possession of the Well 6 Property to City on the Closing Date. City will deliver possession of the .73 acre portion of Well 3 Property to Coke on the Closing Date.

8. REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of City. City represents and warrants to Coke as of the date of this Agreement and the Closing Date, as follows:

- (a) Organization, Qualification and Corporate Power. City is a municipal corporation. City has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by City has or will be duly and validly authorized by all necessary action on the part of City. This Agreement is a legal, valid and binding obligation of City enforceable in accordance with its terms, except, as enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws and subject to general principles of equity.

8.02 Representations and Warranties of Coke. Coke represents and warrants to District as of the date of this Agreement and the Closing Date, as follows:

- (a) Authority. Dale C. Coke and Christine C. Coke, as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 hold title to the Well 6 Property and Coke Farms, Inc is the lessee, which has consented to this Agreement (both referred to as "Coke"). This Agreement and all documents executed by Coke which are to be delivered to City at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Coke, and are, or at the Closing will be, legal, valid, and binding obligations of Coke, and do not, and at the time of Closing will not, violate any provisions of any agreement to which Coke is a party or to which it is subject or any law, judgment or order applicable to Coke.

9. ATTORNEY'S FEES

9.01 In the event of any dispute between the parties, in any way related to this Agreement or in connection with the Property, the prevailing party shall be entitled to, in addition to all expenses, costs or damages, reasonable attorney's fees whether or not the dispute is litigated or prosecuted to final judgment. The prevailing party will be that party who was awarded judgment, including specific performance or injunctive relief, as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by the party.

10. LOT LINE ADJUSTMENT

10.01 The City agrees to pay for all costs and to initiate the process for the land subdivision entitlements as necessary to complete the land transfer including, but not limited to, surveying the Property. The City shall bear responsibility for preparation and payment for all necessary planning entitlements and documents and pay all fees for the creation of a separate parcel for the Well 6 Property, the lot line adjustment of Well 3 and the remainder Public Utility Sewer Lift Station Parcel, if necessary.

11. GOVERNING LAW

11.01 This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California (without giving effect to its choice of law principles).

12. WAIVER OF DEFAULT

12.01 Any waiver by City or Coke of a default of this Agreement arising out of the breach of any of the covenants, conditions, or restrictions of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Agreement.

13. COUNTERPARTS

13.01 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission. All counterparts shall be deemed an original of this Agreement.

14. NOTICE

14.01 All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered in person, mailed by registered or certified mail, return receipt requested, or delivered by a commercial courier guaranteeing overnight delivery, addressed as follows:

If to City:

City of San Juan Bautista
311 2nd Street / P.O. Box 1420,
San Juan Bautista, CA 95045

If to Coke:

Dale C. Coke and Christine C. Coke
P.O. Box 186
Aromas, CA 95004

15. SUCCESSORS AND ASSIGNS

15.01 Except as expressly stated in this Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. AMENDMENT OR MODIFICATION.

16.01 This Agreement may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of all of the parties hereto.

17. COVENANT & CONDITION

17.01 Each term and provision of this Agreement performable by a party shall be construed to be both a covenant and a condition.

18. TIME.

18.01 Time is and shall be of the essence of each term and provision this Agreement.

19. FURTHER ACTIONS

19.01 Each of the parties agrees to execute and deliver to the other all such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

20. INTERPRETATION.

20.01 This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code '1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

21. CAPTIONS

21.01 Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

22. SEVERABILITY

22.01 If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement, unless this Agreement without the severed provisions would frustrate a material purpose of either party in entering into this Agreement.

23 BUSINESS DAYS

23.01 Except as may otherwise be provided in this Agreement, if any date specified in this Agreement for commencement or expiration of time periods occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein "Business Day" shall mean any day other than a Saturday, Sunday or a holiday observed by national banks.

24. ASSIGNMENT

24.01 Prior to close of escrow of the transfers of the Well 3 Property and Well 6 Property, Coke may not assign any of its rights under this Agreement. After close of escrow, the rights and obligations under this Agreement shall survive close of escrow and be incorporated into the respective deeds as covenants running with the respective Properties.

25. ENTIRE AGREEMENT

25.01 This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement. The performance of this Agreement constitutes the entire consideration for the property or interest described in said

In witness whereof, the parties have executed this Agreement as of the date and year first above written.

CITY OF SAN JUAN BAUTISTA:

COKE FARMS INC.:

By: *Michael LaForge*
Michael LaForge, City Manager

Date: 8/31/18

By: *Dale C. Coke*
Dale C. Coke, President

Date: 8/31/18



DALE C. COKE and CHRISTINE C. COKE

Trustee of the Dale C. Coke and Christine C. Coke Living Trust dtd 6/29/1989

By: *Dale C. Coke*
Dale C. Coke

Date: 8/31/18

By: *Christine C. Coke*
Christine C. Coke

Date: 8/31/2018



Exhibit A
Well 6 Property
(Well 6 and .73 acres)

ACKNOWLEDGMENT

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 San Benito

On August 31, 2018 before me, Trish Paetz, Notary Public
(insert name and title of the officer)

personally appeared Christine Coke
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

Trish Paetz

(Seal)



ACKNOWLEDGMENT

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 San Benito)

On August 31, 2018 before me, Trish Paetz, Notary Public
(insert name and title of the officer)

personally appeared Michael LaForge
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

Trish Paetz

(Seal)



ACKNOWLEDGMENT

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 San Benito

On August 31, 2018 before me, Trish Paetz, Notary Public
(insert name and title of the officer)

personally appeared Dale Coke
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



(Seal)



Exhibit A
Well 6 Property
(Well 6 and .73 acres)

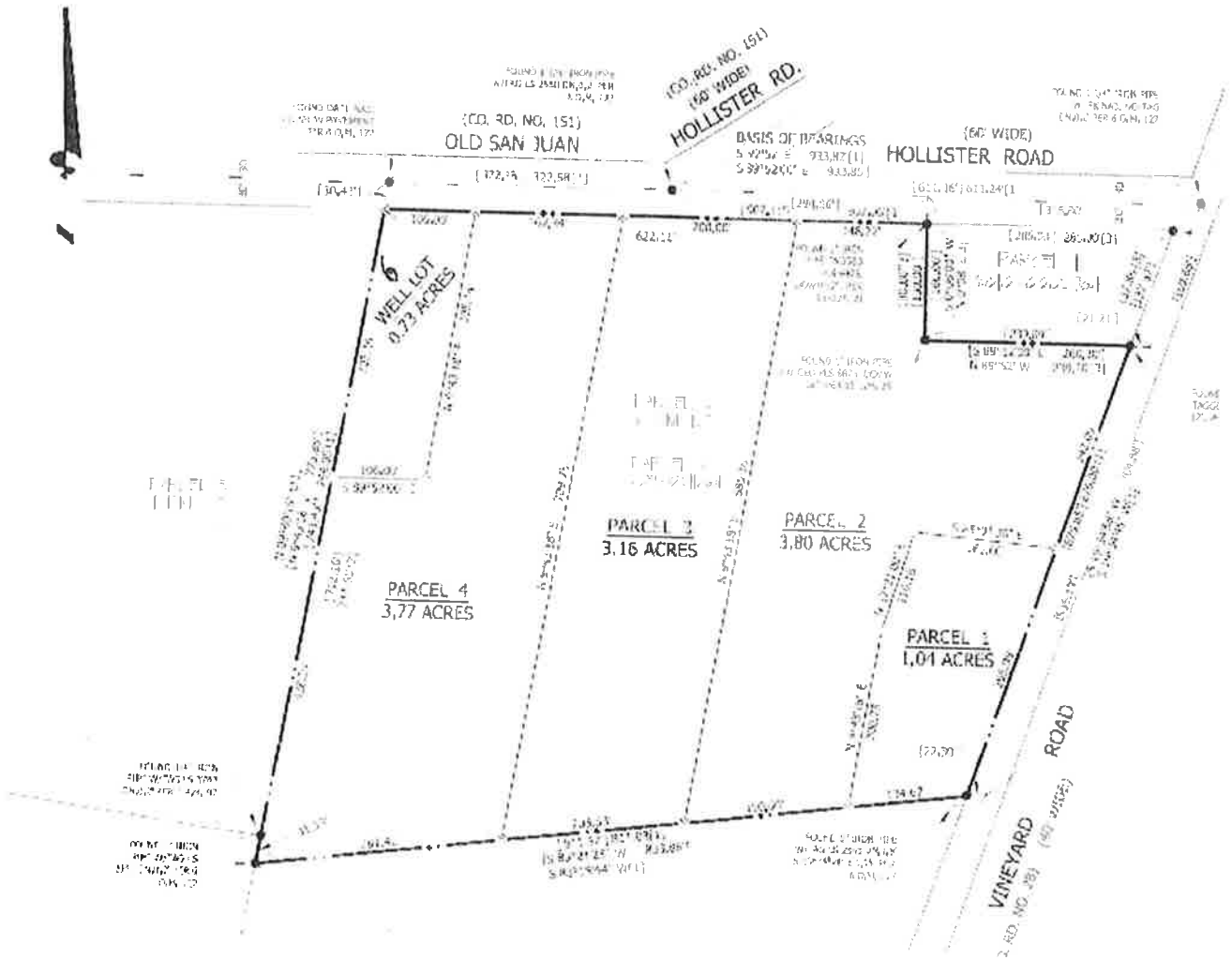


Exhibit B
Legal Description of Well 3 Property pre-
agreement close
(.78 acres)

Order Number: 4410-5605293
Page Number: 5

LEGAL DESCRIPTION

Real property in the City of San Juan Bautista, County of San Benito, State of California, described as follows:

BEING A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN AND BEING ALSO A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL 2 UPON THE RECORD OF SURVEY OF RACHELLA ARCEO ESTATE, WHICH SURVEY WAS FILED IN BOOK 6 OF MAPS, AT PAGE 127, SAN BENITO COUNTY RECORDS, AND BEING BOUNDED BY A LINE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE OLD SAN JUAN-HOLLISTER ROAD, 60 FEET WIDE, WITH THE WESTERLY LINE OF MISSION VINEYARD ROAD, 40 FEET WIDE; THENCE ALONG SAID SOUTHERLY LINE OF THE OLD SAN JUAN-HOLLISTER ROAD NORTH 89° 52' WEST 285.00 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 08' WEST 130.00 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF THE OLD SAN JUAN- HOLLISTER ROAD SOUTH 89° 52' EAST 239.10 FEET TO THE WESTERLY LINE OF MISSION VINEYARD ROAD; THENCE ALONG SAID WESTERLY LINE OF MISSION VINEYARD ROAD NORTH 19° 34' 45" EAST 137.86 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT (09-533) RECORDED DECEMBER 02, 2009 AS INSTRUMENT NO(S). 2009-11663 AND 2009-11664, BOTH OF OFFICIAL RECORDS.


APN: 002-550-007

First American Title
— A —

Exhibit C (1 of 2 sheets)
Legal Description Public Utility Sewer Lift Station
Parcel

BEING A PORTION of that certain parcel of land conveyed to the City of San Juan Bautista by Grant Deed from Robert Vaccarezza and Audra Vaccarezza, husband and wife as joint tenants, recorded April 6, 2010 as Instrument No. 2010-0002964, San Benito County Records, bounded by a line more particularly described as follows.

BEGINNING AT A point on the southerly line of Old San Juan Hollister Road, said point being at the northwesterly corner of said parcel and running along the northerly line thereof South 89°52' East, 40.00 feet; thence leaving said northerly line and running parallel to the westerly line of said parcel South 0°08' West, 55.00 feet, thence running parallel to the said northerly line North 89°52' West, 40.00 feet to a point in the said westerly line of said parcel; thence along said westerly line North 0°08' East, 55.00 feet to the point of beginning.

 6/29/18
Kenneth J. Weatherly Date
PLS 6875 exp 09/30/2018



CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION

AGENDA TITLE: **Ninety-day Extension of the Third Street Parklet Program**

MEETING DATE: November 10, 2020

SUBMITTED BY: Don Reynolds, City Manager

RECOMMENDED ACTION(S):

City Staff is asking the Planning Commission approve a resolution that recommends to the City Council that they extend the term of the encroachment permits allowing the temporary use of the public right of way to accommodate private, outdoor business activity ("Parklets") for 90-days, from December 31, 2020 to March 30, 2021, and request staff during that time to develop draft policies and procedures to consider should the City agree to make Parklets permanent..

BACKGROUND INFORMATION:

On March 17, 2020, the City declared a State of Emergency in response to the pandemic caused by the spread of the COVID-19. The State and County Public Health Department issued an immediate "shelter-in-place" order, causing all but essential businesses to close their doors. In April, the City started meeting with its downtown businesses, and has since held 26 meetings of the "Business Forum." From the Business Forum came a plan to help businesses re-open.

In support of this plan, the City Council adopted Resolution 2020-24 on May 19, 2020, to assist businesses that could remain open, to re-open outdoors onto the public right of way (Third Street) during the Emergency. This was called the Transformation of Third Street, and was approved for a six-month period ending December 31, 2020. On June 12, 2020, the HRB approved design guidelines for these parklets. Since then, 12 businesses have opened or are planning to open a parklet.

This change to Third Street has been well received. The Parklets are generally attractive and add to small town ambiance of the downtown. The State Parks Department is aware of these changes to the historic downtown, and did not express concerns that they compromised the historic district. The parklets are intended to add to the ambiance, not be connected to any historic buildings, and allow the facades of the building to be easily seen from the curb. The Business Forum has requested that this temporary change become permanent. There is a lot to consider to make parklets permanent, so staff is seeking a 90-day extension of the original six-month plan to allow

enough time for public input regarding this serious consideration in its Downtown Historic District.

DISCUSSION:

Current City policies that require consideration to make a temporary parklet permanent, include:

1. The environmental impact of this change;
2. The adequacy of the current design guidelines;
3. Compliance with health and safety of the designs;
4. Accessibility of the parklets;
5. Maintenance of the parklets, and
6. Transition from a temporary encroachment permit to a permanent lease or license for the use of City property.

The change in the traffic patterns are disrupted by the removal of the eastbound lane, causing this traffic to use the adjacent streets. This change may require a traffic study to justify and determine if additional traffic control measures are needed on the streets where the traffic may increase. When the business owners are able to resume 100% use of their existing floor-plan, the parklets will add to the overall impact and number of people downtown. Downtown's capacity to handle the additional pedestrians and vehicles may need to be assessed, with additional parking or other mitigation measures required.

The design guidelines are fluid. They are changing as necessary to meet a wide variety of standards that extend beyond the historical nature of Third Street. They are responsive to temporary adaptations that respond to the change of the season, holiday, or the weather. They meet up to the State uniform building codes, and the Americans with Disabilities Act. There needs to be maintenance standards to assure that as they age, they are kept in good order.

For a parklet to become permanent, a lease may be executed to account for those details described above, with a set term and a dollar amount for consideration. This consideration, or rent, may equal the value of the space on a per square foot basis, or the value of a parking space, or some other common metric based on size that can be applied to all parklets.

ATTACHMENT

Resolution

RESOLUTION 2020-XX

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN JUAN
BAUTISTA RECOMMENDING THAT THE CITY COUNCIL EXTEND THE TERM
OF THE TEMPORARY PARKLETS ON THIRD STREET NINETY-DAYS OR
UNTIL MARCH 30TH 2021**

WHEREAS, in an effort to control the pandemic caused by the COVID-19 Virus, City Council declared a State of Emergency March 17, 2020; and

WHEREAS, the shelter in place health orders that followed the state of emergency closed all but essential businesses; and

WHEREAS, this closure of businesses was harmful to the City's economy and the City, among many other things, initiated the Transformation of Third Street by adopting Resolution 2020-24, on May 19, 2020; and

WHEREAS, to implement the Transformation of Third Street, business owners were offered the opportunity to expand their business onto the public right-of-way and build decks, also known as "parklets," where customers could sit safely and enjoy their services; and

WHEREAS, in an effort to protect the historic nature of the downtown, these parklets have to be built in compliance with the City historic design guidelines and, on June 18, 2020, the Historic Resources Board approved design guidelines for this purpose; and

WHEREAS, the parklet program was approved by the City Council for a period of six months ending December 31, 2020, but many have asked the City to consider making them permanent; and

WHEREAS, making the parklets permanent takes time to develop several different policies, lease agreements and environmental review, but this could be accomplished in ninety-days; and

WHEREAS, the Historic Resources Board recommends to the Planning Commission that it adopt a Resolution recommending a ninety-day extension of the parklet program to the City Council for approval to allow for consideration of making parklets permanent.

NOW THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION:

1. Agrees with the recommendation from the Historic Resources Board;
2. Recommends to the City Council that the term of the Transformation of Third Street and the parklets be extended for ninety-days, or until March 30, 2020.
3. That staff prepare the policies and procedures necessary for a public debate for making the parklets permanent.

PASSED AND ADOPTED by the Planning Commission of the City of San Juan Bautista on the 10th of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Freels, Chairperson

ATTEST:

Trish Paetz, Deputy City Clerk



CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION STAFF REPORT

AGENDA TITLE: STATUS OF THE URBAN GROWTH BOUNDARY/SPHERE OF INFLUENCE AD-HOC COMMITTEE

DATE: November 10, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDATION

Receive and File the following update on the City's Urban Growth/Sphere of Influence Ad-Hoc Committee

BACKGROUND

On May 26, 2020, the City Council established an Urban Growth Boundary/Sphere of Influence Ad Hoc Committee consisting of two Councilmembers, two Planning Commissioners and one at-large community member. Committee members include Mayor Edge, Councilmember DeVries, Planning Commission Chair Freels, HRB Chair Matchain, and at-large member Jackie Morris Lopez. The Ad Hoc Committee has held five meetings. Details of the past meeting are available on the City's website:

https://www.san-juan-bautista.ca.us/government/commissions_boards_and_committees/urban_growth_boundary.php

At the August 31, 2020 meeting, the Ad Hoc Committee discussed moving forward with a scope of work to establish a SOI and UGB, as well as the need for a Local Agency Formation Commission (LAFCO) approved SOI and Municipal Service Review (MSR). A contract was approved with Harris and Associate's Senior Planner David Mack to help guide the project. The original focus of the Committee was narrowed to specifically address a new sphere of influence.

The draft minutes from the last meeting held November 2, 2020 are attached. This meeting focused on each Committee member's preference for re-defining the City Sphere of Influence. This is because the 2016 General Plan's sphere of influence is perceived to be too large by Committee members, providing land outside the city limits to potentially growth beyond the community's preference. It consists of 1,400 acres, and would have the City grow to a population more than double its current size, and build 46 homes per year until 2036. This is most likely the reason why this proposed sphere of influence was never presented to LAFCO for approval. The maps and list of properties surrounding the City's limits are also attached for the Commission.

DISCUSSION

The fourth attachment is the map resulting from the Committee's work to re-draw the sphere of influence.

At this meeting, there was consideration that both the Urban Growth Boundary and Sphere of Influence be the same. An Urban Growth Boundary is a more rigid instrument that better protects the City's ability to grow. It was a part of past General Plans. Changing an Urban Growth Boundary requires a General Plan Amendment.

The map has a different color representing each Committee member's preference for the SOI. All committee members seem to agree that making the SOI smaller than that proposed in 2016 is the goal. So this exercise attempts to identify exactly how much smaller. Most Committee members agree with some variances. One Committee member is more conservative, drawing a smaller sphere of influence than the others.

The Ad-Hoc Committee is invited to the Planning Commission conversation. They can help the Commission understand their thinking to develop this new SOI.

The process moving forward will eventually be presented in a final draft to the Commission for approval. The Planning Commission's feedback is appreciated and will be considered at the next Ad-Hoc Committee meeting. Eventually, the Planning Commission will be asked to approve a new SOI and recommend its adoption to the City Council. There will be a CEQA review, and finally the City's recommendation will be considered for approval by LAFCO.

ATTACHMENT:

Attachments:

1. Draft Minutes from Committee Meeting 5, 11.02.2020
2. Urban Growth Boundary/Sphere Maps and property spreadsheet
3. SOI Maps resulting from the 11.02.2020 Committee meeting



City of San Juan Bautista

The "City of History"

AGENDA TITLE: Sphere of Influence Ad-Hoc Committee Meeting (#5) Minutes

DATE: October 19, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

DEPARTMENT STAFF: David J. R. Mack, AICP (Contract Senior Planner)
Marti Brown (Project Manager)

1. Call to Order – 6:00pm

Meeting was called to order at 6:02pm.

2. Welcome/Comments

- a. Luis Matchain – Chair of the Historic Resources Board
- b. Scott Freels – Chair of the Planning Commission
- c. Dan Devries – Council Member
- d. Mary Edge – Mayor
- e. Jacki Morris Lopez – Member At-Large

Committee Members Matchain, Freels, Devries, and Edge were all present at the beginning of the meeting; Committee Member Morris-Lopez arrived at approximately 6:16pm. Staff Members Reynolds and Mack were present at the beginning of the meeting. Staff Member Brown arrived at approximately 6:20pm.

3. Consider Minutes from Prior Meeting(s)

- a. October 5, 2020

Prior minutes were considered and accepted.

4. Sphere of Influence Development Ideas/Considerations

- a. Discuss committee member proposed Maps.
 - i. What do we want to keep?
 - ii. What do we want to eliminate?

Prior to the start of the meeting, only two member maps had been submitted for scanning and presentation, from Mayor Edge and Member Freels. The committee begun consideration of the submitted maps, starting with Member Freels, followed by Member Edge

Committee Member Freels explained that his map was proposing to exclude Parcel 46, due to the immediate development potential of the parcel, citing that the property owner has been waiting for years

for the City to supply water and sewer to the site, and he does not feel this parcel/land should be developed. Member Freels map included Parcels 32, 35, 55, 38, and 37, since they are remnants of the existing Rancho Vista development and utilities (water, sewer, electricity, roads, etc.). Parcels 7, 13, 5, 9, 6, 48, 49, 50, 51, 52, 53, 3, 1, 17, 11, 18, 10, and 19 were also included due to their location(s) to existing utilities/services. Member Freels included Parcels 40, 39, 33, 34, 36, 26, 27, 2, 24, 4, 8, and 25 although they are located in the floodplain, because the floodplain policies of SJB would discourage quick development.

Member Edge's Map proposes to include the "Ottoboni" property (Parcels 7 and 13) as well as the "Health Foundation Parcel" (Parcel 3) into the SOI for future annexation, due to highly development potential which already exists. The following parcels are proposed for inclusion, but only as potential "Green Belt" properties: Parcel 49, 50, 51, 52, 48, 6, 9, 5, 1, 17, 18, 10, 19, 46, and 11. This proposal also would add the "Cement Plant" property within the SOI, but only as a public (park, entertainment, open space) area. The committee discussed that not all parcels identified in the "green belt" proposal could be converted to a green belt, due to existing residential development, mainly on parcels 49, 50, 51, 52, 53, 48, 18, 17, 11, 1, and 19. A discussion on transfer of development credit and tax credits was also briefly had.

Member DeVries, explained his ideal map, in which we could desire to remove all properties south of San Juan Hollister Road (Parcels 7, 13, 5, 9, 6, 48, 49, 50, 51, 52, and 53). The removal of Parcel 25 and 8, due to the desire to maintain a visually aesthetic entrance point from Highway 156 on the eastern side of the City. The removal of Parcels 43, 54 in the north, and the removal of Parcel 46 in the south-west. Retain Parcels 35, 36, 37, and 55, since they are remnants of the existing Rancho Vista development and utilities (water, sewer, electricity, roads, etc.). Remove 19, 10, 18, 17, 11, 1, and 3, and not include the "cement plant" property or any properties moving toward/through the San Juan Canyon.

Member Matchain, shared his screen to show his proposal (Staff did not have copy of the map). Member Matchain showed multiple/phased area of potential future development, primarily moving south near/through the San Juan Canyon, and north beginning with connections to Rancho Vista and continuing to Anzar High School/US-101 area. Extensive discussion was had amongst the committee members on this proposal, many stating they did not agree on this level of growth, or future annexation.

Member Morris-Lopez stated she did not agree with Member Matchain and his proposal/ideas. Member Morris-Lopez did not have a map to submit or share. Member Morris explained her desire to keep the SOI small and specifically stated she wanted to exclude Parcels 25 and 8 to maintain the rural aesthetic entrance to the City.

Following all presentations/discussions, Staff Member Mack proposed that the Committee meeting in person, and that all members think about their own individual proposals, and arrive prepared to both draw separate individual maps, and cooperate in the development of one large "committee" map (using separate colors for each member) to development an overall map showing commonality and "outlier" parcels. Upon development of the "Committee Map", then the Ad Hoc Committee could focus on the



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The "City of History"

"outlier parcels" and determine which direction should be taken. This next meeting was proposed to occur on Monday, November 2, 2020 starting at 5:30pm in the Library, to allow for adequate social distancing. City Manager Reynolds was assigned the task of securing the room, and having large maps and markers available for use (one color for each committee members).

5. Other Tasks/Suggestions/Comments from Committee.

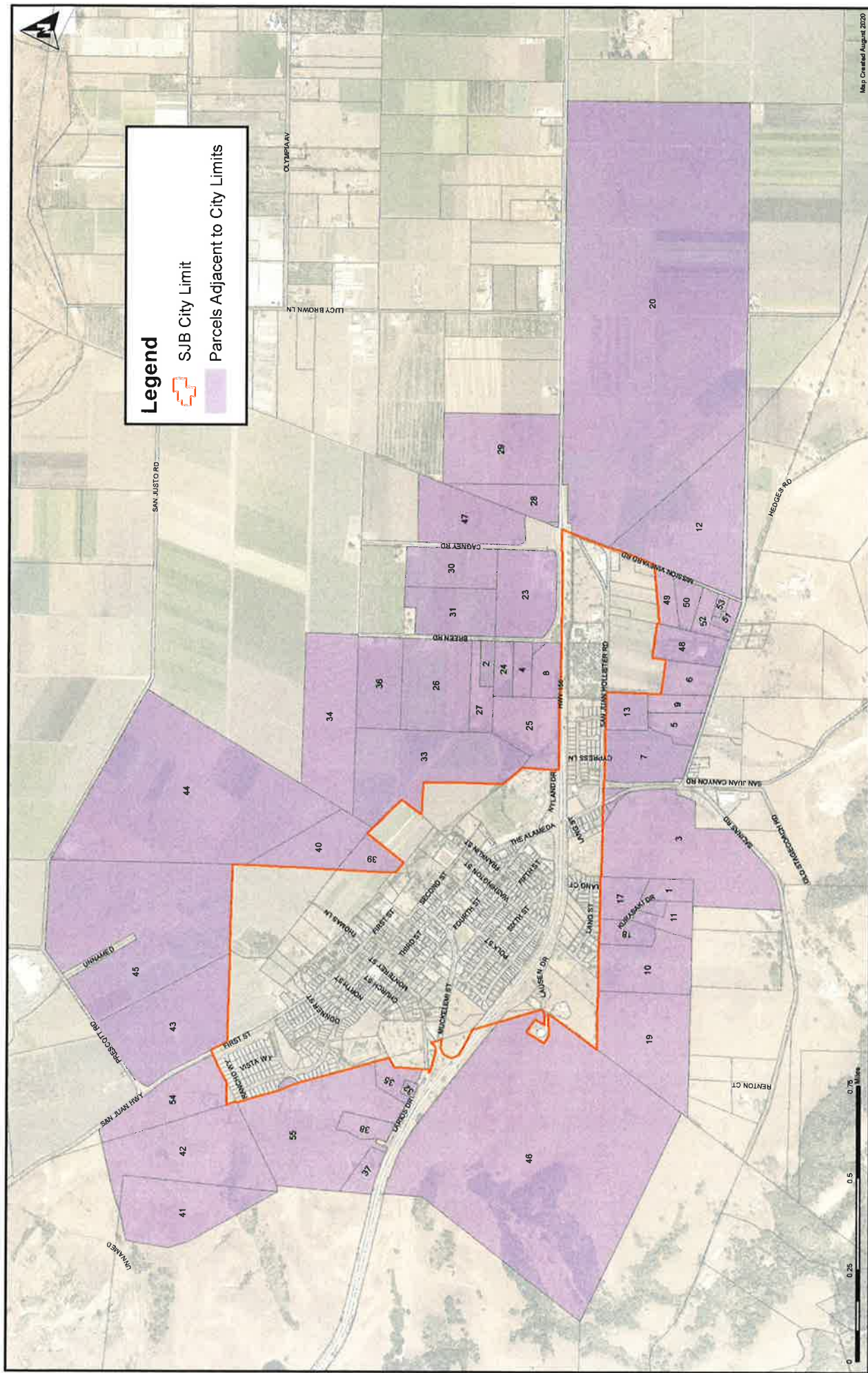
None.

6. Provide Direction to Staff for Next Steps.

None until after Monday, November 2, 2020 meeting.

7. Adjournment

Meeting was adjourned at 7:37pm.



Number on Map	APN	TRA	Site Address	Site City/State/Zip	Land Use	Acres
1	0121600170	79007	11 KURASAKI DR	SAN JUAN BAUTISTA CA 95045	RS01	5.00
2	0121300400	79009	400 BREEN RD	SAN JUAN BAUTISTA CA 95045	RS01	3.42
3	0121600030	79007	419B SAN JUAN CANYON RD	SAN JUAN BAUTISTA CA 95004	AGRA	62.77
4	0121300360	79009	380 BREEN RD	SAN JUAN BAUTISTA CA 95045	RS01	5.00
5	0121900330	79010	170 MISSION VINEYARD RD SJB	SAN JUAN BAUTISTA CA 95004	RS02	5.58
6	0121900230	79010	264 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RS01	7.90
7	0121700010	79010	211 SAN JUAN HOLLISTER HWY	SAN JUAN BAUTISTA CA 95004	WROW	18.75
8	0121300330	79010	360 SAN JUAN HOLLISTER RD	SAN JUAN BAUTISTA CA 95004	AROW	5.97
9	0121900320	79010	200 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RS01	5.00
10	0121600270	79007	15 STEPHENS DR	SAN JUAN BAUTISTA CA 95004	AGRA	22.54
11	0121600290	79007	20 STEPHENS DR	SAN JUAN BAUTISTA CA 95045	RS01	6.44
12	0181800050	79010	909 MISSION VINEYARD RD	HOLLISTER CA 95023	WROW	55.00
13	0121900140	79010	0 SAN JUAN HOLLISTER HWY	SAN JUAN BAUTISTA CA 95045	WROW	7.52
14	0121600320	79007	421 SALINAS RD	SAN JUAN BAUTISTA CA 95045	SS01	0.47
15	0121700040	79010	105 SAN JUAN HOLLISTER HWY	SAN JUAN BAUTISTA CA 95045	RS01	2.00
16	0121600310	79007	419 SALINAS RD	SAN JUAN BAUTISTA CA 95045	SS01	0.37
17	0121600300	79007	30 STEPHENS DR	SAN JUAN BAUTISTA CA 95045	RS01	9.17
18	0121600280	79007	10 STEPHENS DR	SAN JUAN BAUTISTA CA 95045	RS01	5.21
19	0121600190	79007	0 OLD SALINAS RD	SAN JUAN BAUTISTA CA 95045	AGRA	40.00
20	0181800040	79009	500 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95004	WROW	349.16
21	0181200110	29099	0 SAN JUAN HOLLISTER HWY		XXXX	0.00
22	0121300340	79010	370 BREEN RD	SAN JUAN BAUTISTA CA 95045	RS01	0.56
23	0121300260	79009	100 BREEN RD	SAN JUAN BAUTISTA CA 95045	AROW	23.14
24	0121300350	79009	384 BREEN RD	SAN JUAN BAUTISTA CA 95024	RS01	5.00
25	0121300280	79010	0 SAN JUAN RD	SAN JUAN BAUTISTA CA 95045	AGDX	18.66
26	0121300050	79009	460 BREEN RD	SAN JUAN BAUTISTA CA 95045	WROW	29.32
27	0121300390	79009	410 BREEN RD	SAN JUAN BAUTISTA CA 95045	RS01	6.58
28	0181200120	79009	0 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95045	AROW	8.97
29	0181200050	79009	0 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95045	AROW	35.60
30	0121300080	79009	500 CAGNEY RD	SAN JUAN BAUTISTA CA 95004	WROW	17.99
31	0121300070	79009	0 BREEN RD	SAN JUAN BAUTISTA CA 95045	AROW	18.33
32	0122000050	79007	315 LARIOS DR	SAN JUAN BAUTISTA CA 95045	SS01	0.96
33	0121300220	79009	0 SAN JUAN HOLLISTER HWY	SAN JUAN BAUTISTA CA 95045	AROW	48.72
34	0121200020	79009	0 BREEN RD	SAN JUAN BAUTISTA CA 95045	AROW	40.00
35	0122000020	79007	305 LARIOS DR	SAN JUAN BAUTISTA CA 95045	RS01	4.78
36	0121300020	79009	570 BREEN RD	SAN JUAN BAUTISTA CA 95045	AROW	19.55
37	0122000070	79007	350 LARIOS DR	SAN JUAN BAUTISTA CA 95045	RS01	5.06
38	0122000030	79007	0 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95045	R000	4.99
39	0121100040	79009	0 SAN JUSTO RD	SAN JUAN BAUTISTA CA 95045	AROW	7.48
40	0121100030	79009	0 SAN JUSTO RD	SAN JUAN BAUTISTA CA 95045	AROW	18.29
41	0121000130	79010	0 SAN JUAN LATERAL	SAN JUAN BAUTISTA CA 95004	WGRA	31.27
42	0121000140	79010	0 SAN JUAN LATERAL	SAN JUAN BAUTISTA CA 95004	WGRA	48.62
43	0121000170	79009	131 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95004	AROW	45.87
44	0121100050	79009	1681 SAN JUSTO RD	SAN JUAN BAUTISTA CA 95045	CCOS	132.03
45	0121000110	79009	85 PRESCOTT RD	SAN JUAN BAUTISTA CA 95045	ARGX	106.58
46	0121400280	79007	0 SAN JUAN LATERAL	SAN JUAN BAUTISTA CA 95004	AGRA	231.10
47	0121300410	79009	211 CAGNEY LN	SAN JUAN BAUTISTA CA 95045	WROW	0.00
48	0121900210	79010	334 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	ASTA	11.00
49	0121900350	79010	790 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RS01	5.00
50	0121900360	79010	734 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RSM2	4.78
51	0121900270	79010	490 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RS02	2.27

52	0121900370	79010	440 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	SMH2	4.46
53	0121900260	79010	600 MISSION VINEYARD RD	SAN JUAN BAUTISTA CA 95045	RS01	1.08
54	0121000160	79010	130 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95004	WPAS	22.39
55	0122000080	79007	1149 SAN JUAN HWY	SAN JUAN BAUTISTA CA 95004	AGRA	58.68

