OROVILLE PLANNING COMMISSION



Oroville State Theatre 1489 Myers Street Oroville, CA. 95965

February 29, 2024 SPECIAL MEETING OPEN SESSION 6:00 PM AGENDA

PUBLIC ACCESS AND PARTICIPATION

To view the meeting or provide comment, please see the options below. To Watch or Listen to the Meeting:

- 1. Watch live feed https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7lbQ/
- 2. Zoom https://zoom.us/j/99508232402?pwd=aThZc1BsUG9sWnhNYnlwZHZZdFFrQT09

Meeting ID: 995 0823 2402 Passcode: 17351735

3. Listen via telephone: 1-669-900-9128

Meeting ID: 995 0823 2402 Passcode: 17351735

To Provide Comments:

- 1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
- 2. Attend in person

If you would like to address the Commission at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. The Commission has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for nonagenda items. If more than 10 speaker cards are submitted for non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. (California Government Code §54954.3(b)).

Pursuant to Government Code Section 54954.2, the Commission is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER

Commissioners: Glenn Arace, Marissa Hallen, Natalie Sheard, Warren Jensen, Terry Smith, Vice Chairperson Wyatt Jenkins, Chairperson Carl Durling

CONSENT CALENDAR

None this meeting.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Chairperson opens the public hearing.
- Staff and Property Owner introduce item.
- Hearing is opened for public comment limited to three (3) minutes. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3. the time for each presentation may be limited.
- Speakers are <u>requested</u> to provide a speaker card to the City Clerk
- Public comment session is closed
- Commissioners, discuss, debate and action.
- 1. RE: Use Permit UP24-02 for a new unmanned wireless telecommunications facility at 3425 Orange Avenue (APN 033-390-050) for T-Mobile.

SUMMARY: The Oroville Planning Commission will review and consider approving Use Permit No. UP24-02 to allow the applicant, Vertical Bridge, to construct a new 120-foot tall unmanned wireless telecommunications facility configured as a stealth monopine.

RECOMMENDATION: Staff recommends the following actions:

Conduct a Public Hearing on the proposed project.

Adopt the Notice of Exemption as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA).

Adopt the recommended Findings for Use Permit No. UP24-02.

Approve Use Permit No. UP24-02

Adopt Resolution No. P2024-02

2. RE: Minor Use Permit (UP) 24-04 for exterior modifications, drive-through modifications, and site improvements for a proposed Starbucks Coffee drive-through establishment in an existing multi-tenant building at 2040 3rd Street (APN 031-161-061)

SUMMARY: The Planning Commission will review and consider approving Minor Use Permit No. UP 24-04 for a proposed 1,367 sq. ft. Starbucks Coffee drive-through establishment with 12-vehicle stacking, building modifications, and associated site improvements. The Planning Commission previously approved UP 13-06 on September 23, 2013, which allowed for the construction of an approximately 4,000 sq. ft. multi-tenant building with a drive-through window in Suite B. UP 13-06 has since expired and relevant circumstances have changed significantly since the 2013 approval, thus necessitating the submittal of a new Minor Use Permit.

RECOMMENDATION: Staff recommends the following actions:

Conduct a Public Hearing on the proposed project;

Adopt the Notice of Exemption as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA);

Adopt the recommended Findings for Minor Use Permit No. UP 24-04;

Approve Minor Use Permit UP 24-04 and recommended Conditions of Approval;

Adopt Resolution No. P2024-04

REGULAR BUSINESS

3. RE: Veterans Village Tentative Map Extension #1

SUMMARY: The Oroville Planning Commission may consider extending approval of the existing Tentative Subdivision Map for Veterans Village at 711 Montgomery Street to **April 8th**, **2026** (**APN 012-064-001**).

RECOMMENDATION: Staff recommends the following actions:

Conduct a Public Hearing to consider extending the existing Subdivision Map.

Approve the Map extension until April 8, 2026.

Adopt Resolution No. P2024-03 extending the deadline for filing a Final Subdivision Map for TSM 20-02 for two years until April 8, 2026, with the stipulation that approval of the Final Map shall remain subject to all conditions of approval identified in the Letter of Approval dated, May 6, 2021.

REPORTS/DISCUSSION/CORRESPONDENCE

- Commissioner Reports
- 2. Historical Advisory Commission Reports
- 3. Staff Reports
- 4. Fred Mayo, Public Works Director, will describe the planned lighting scheme for the Liberty Pole at the corner of Huntoon and Montgomery Streets.

ADJOURNMENT

The Planning Commission will adjourn until their next regularly scheduled meeting on March 28, 2024

*** NOTICE ***

Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

*** NOTICE ***

Any person who is dissatisfied with the decisions of this Planning Commission may appeal to the City Council by filing with the Zoning Administrator within fifteen days from the date of the action. A written notice of appeal specifying the grounds and an appeal fee immediately payable to the City of Oroville must be submitted at the time of filing. The Oroville City Council may sustain, modify or overrule this decision.



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

Thursday, February 29, 2024

RE: Use Permit UP24-02 for a new unmanned wireless telecommunications facility at 3425 Orange Avenue (APN 033-390-050) for T-Mobile.

SUMMARY: The Oroville Planning Commission will review and consider approving Use Permit No. UP24-02 to allow the applicant, Vertical Bridge, to construct a new 120-foot tall unmanned wireless telecommunications facility configured as a stealth monopine.

RECOMMENDATION: Staff recommends the following actions:

- 1. **Conduct a Public Hearing** on the proposed project.
- 2. **Adopt the Notice of Exemption** as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA).
- 3. Adopt the recommended Findings for Use Permit No. UP24-02.
- 4. Approve Use Permit No. UP24-02
- 5. Adopt Resolution No. P2024-02

APPLICANT:	Adrian Culici, Project Representative for Vertical Bridge								
LOCATION: 34 Oroville, CA 959 (APN 033-390-0	966	GENERAL PLAN: MU (Mixed Use) ZONING: MXN (Neighborhood Mixed Use) FLOOD ZONE: X							
ENVIRONMENT	AL DETERMINATION:	Categorically Exempt per Title 14. Division 6.							

ENVIRONMENTAL DETERMINATION: Categorically Exempt per Title 14, Division 6, Chapter 3 of the California Code of Regulations, Article 19 Categorical Exemptions, Section 15332 "IN-FILL DEVELOPMENT PROJECTS"

REPORT PREPARED BY:	REVIEWED BY:
Noelle Snow, Community Dev. Tech II	Patrick Piatt, Community Development Director
Community Development Department	Community Development Department

1

DISCUSSION:

The Oroville Planning Commission will review and consider approving Use Permit No. UP24-02 to allow the applicant, Vertical Bridge, to construct a new unmanned wireless telecommunications facility due to lack of coverage in the area. Oroville's Wireless Communication Facility Ordinance (OMC 17.16.170) requires a use permit for this project. The project consists of a 120' co-locatable monopine with (10) 8' antennas, (6) RRU'S (remote radio unit), (3) 3' microwave, (1) GPS antenna, required antenna cabling, HCS jumpers, and a 10-foot lightning rod at the top of the monopine. The project includes (2) ground mounted radio cabinets, (1) raised concrete pad, cable ice bridge, utility backboard and multi-meter utility service mounted H-frame. The site will be within a 40'x40' fenced lease area with the tower contained within a 6-foot-tall chain link fence. A 12' wide double swing access gate will be installed as part of the project along with a 12' graveled access road.

The project is on the southern half of a 4.31-acre parcel APN 033-390-050. The northern half is occupied by the Oro Lake Mobile Home Park. The monopine will be approximately 110 feet away from the homes. The Landlord has granted permission to pursue this project on their property.

Oroville's Wireless Communication Facilities Ordinance (OMC 17.16.170) has a number of requirements, which the applicant has fulfilled:

- According to the EME-RF Safety Study provided (per OMC 17.16.170.G), the wireless telecommunications tower will be in compliance with the FCC guidelines limiting public exposure to RF energy. The EME-RF Safety Study, conducted by Hammett & Edison, Inc., Consulting Engineers, evaluated the wireless tower for compliance with appropriate guidelines limiting human exposure to radio frequency (RF) electromagnetic fields. Their findings are that the proposed operation will comply with the FCC guidelines limiting public exposure to RF energy. The report's conclusion states that the project: "... will comply with the prevailing standards for limiting public exposure to radio frequency energy and therefore, will not for this reason cause a significant impact on the environment."
- An Alternative Analysis has been completed by the applicant where they looked at eleven sites. The proposed project location was the only one that met the coverage footprint requirements of the project. It's height is required to meet the proposed improved coverage in buildings, in vehicles, and outdoors. The proposed project complies with all design code parameters, and also falls within allowed uses per the zoning code 17.34.020 (utility building or substation).
- Visually this tower will be configured to resemble a pine tree and the antennas and RRUS
 will be painted green to match the monopine to provide for aesthetic compatibility and
 comply with the city's requirement to camouflage the equipment. No special painting or
 lighting is required by the Federal Aviation Administration (FAA) due to the tower being
 under 200 feet.
- The city has received confirmation from the Western Area Power Administration (WAPA), who owns the high tension transmission lines 120 feet away, that this project will not conflict with their facility. The city has also received confirmation that the project will not interfere with the PG&E power lines 90 feet away.

- This telecommunication facility is designed to be co-locatable to promote future facility and site sharing.
- No water nor sewer service is required. Once constructed, the facility will be unmanned, and will generate very little traffic – only for maintenance.

If approved, the permit will have a term of 10 years in accordance with OMC 17.16.170(I)(1). The applicant will of course also be required to obtain a building permit issued by the City.

ENVIRONMENTAL REVIEW:

This action has determined to be Categorically Exempt from the California Environmental Quality Act (CEQA) review pursuant to Title 14, Division 6, Chapter 3 of the California Code of Regulations, Article 19 Categorical Exemptions, Section 15332 "IN-FILL DEVELOPMENT PROJECTS". This is an existing developed parcel; the tower will be compatible with the towers that are already in existence surrounding the area.

- This project is consistent with the applicable general plan designation and all applicable general plan policies (P 10.1-10.6), as well as with applicable zoning designation and regulations. (OMC 17.16.170)
 - The project occurs within city limits on a project site of no more than five acres. The project site itself is 1.2 acres, the total parcel is 4.310 acres.
- The project has no value as habitat for endangered, rare or threatened species. The site is fully disturbed and was formerly developed.
- Approval of the project would not result in any significant effects relating to traffic, noise, or air quality. This will be an unmanned facility and will not contribute to any traffic.
- The new 120-foot tower is in close proximity to existing transmission and power lines of similar size, height, and visual impact, so no new aesthetic impacts will occur.
- The project can be adequately served by all required utilities. The facility only requires power and telephone connections which are present in this area of the city. No water or sewer service is required.
- The project will not affect public services.
- In addition, the project is consistent with Oroville's Wireless Communications Facilities Ordinance (OMC 17.16.170). The project is a permitted use in the MXN Zone as a "Utility building or substation" and requires no variances or other entitlements other than the use permit.
- Lastly, the project is beneficial in that it will improve coverage for communications that has been limited in the vicinity.

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FISCAL IMPACT:

None. The project is subject to all customary fees.

PUBLIC NOTICE:

A request for comments was prepared and circulated to the local agencies and surrounding property owners within 300 feet of the property. Additionally, the meeting date, time, and project description were published in the Oroville Mercury Register and posted at City Hall.

ATTACHMENTS:

- 1. Consolidated Application form and drawings, including photo simulations, EME-RF study, coverage maps, alternatives analysis.
- 2. WAPA email confirming no conflict.
- 3. Resolution P2024-02
- 4. Notice of Exemption

4



City of Oroville
Planning Division - Community Development Department

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2420 FAX (530) 538-2426 www.cityoforoville.org

TRAKIT#:

USE PERMIT APPLICATION

(Please print clearly and fill in/provide all that apply)

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REQUI	RED FOR A COMPLETE A	PPLICATION	PERMIT TYPE								
Complete	d and signed Application Fo	rms	New Use Permit: \$3,500 (Deposit) + \$210(6% Tech Fee) = \$3,710								
Applicatio	n Fee Paid		Amendment to Existing Use Permit: \$2,100 + \$126 (6% Tech Fee) = \$2,226								
			T PLANS								
	All plans and drawings shall be drawn to scale to the extent feasible and shall indicate the full dimensions, contours and other topographic features and all information necessary to make a full evaluation of the project. Please include the following:										
1. Site	and floor plans, including th	ne location, square foot	age and use of all structu	ıres.							
2. Arch	2. Architectural drawings showing proposed building elevations.										
3. Land	scape plans showing the typ	es, sizes and location o	of vegetation to be plante	ed and the irrig	ation system to be installed						
4. Plans	s for the configuration & layo	ut of all off-street parkir	ng spaces, including entra	ances, exits a	nd internal circulation routes.						
5. Plans	s for all lighting to be installed	d on the site, including	the location, type, height	and brightnes	s of each lighting fixture.						
6. Draw	6. Drawings of all signs that are proposed in association with the project.										
7. Plans	s showing the location, sq foo	otage and capacity of a	ny existing or proposed s	surface storm-	water detention facilities.						
8. Plans	s showing the location and so	quare footage of any ex	xisting or proposed outdo	or storage are	eas.						
9. Desc	riptions of any off-site infrast	tructure improvements	to be provided in conjunc	tion with the p	roject.						
10. Hours	s of operation for all propose	ed land uses.									
11. Numl	ber of employees and fleet v	ehicles for all proposed	land uses								
12. A let	ter authorizing the use per	mit application from t	he owner of the proper	ty.							
		CLASSIF	ICATION								
Alcohol &	Beverage Sales	Nonconforming	Uses & Structures	Uses in I	Industrial Districts						
Agricultur	al Uses	Outdoor Storag	e	Uses Mini-Storage Overlay(MS-O)							
Animal Ke	eeping (Commercial)	Parking Require	ement Exceptions	Uses in F	Uses in Residential Districts						
Barbed/R	azor Wire Fence	Temporary Use		Uses in S	Uses in Special Purpose Districts						
Density B	onus & Other Incentives		itional Overlay (C-O)	O) Uses not Specified but Allowed							
Exception	s to Height Limits	Uses in Comme Districts	ercial & Mixed-Use	Wireless	Communication Facilities						
Other: (PI	ease Specify)										
		APPLICANT'S	SIGNATURE								
I hereby certify that the information provided in this application is, to my knowledge, true and correct.											
Signature:	adm Cali			Date:	11-16-23						
		OFFICE U	ISE ONLY								
Approved By:				Date:							
Payment:			Number:								

PROJECT DESCRIPTION						
Present or Previous Use:	MXN - MIXED-USE DISTRICT					
Proposed Use:	WTF (Wireless Telecommunications Facility					

Detailed Description:

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A 120' MONOPINE WITH (10) 8' ANTENNAS, (6) RRU'S, (1) 3' MICROWAVE, (1) GPS ANTENNA, REQUIRED ANTENNA CABLING, HCS JUMPERS, (2) GROUND MOUNTED RADIO CABINETS, (1) RAISED CONCRETE PADS, CABLE ICE BRIDGE, UTILITY BACKBOARD AND MULTI-METER UTILITY SERVICE MOUNTED ON H-FRAME WITHIN A 40'x40' FENCED LEASE AREA. NO WATER OR SEWER SERVICE IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.



City of Oroville

Planning Division - Community Development Department

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WIRELESS COMMUNICATION FACILITIES

(Please print clearly and fill in/provide all that apply)

(1 lease print etc	arry and thi in provide an that appry)								
REQUIRED FOR A COMPLETE APPLICATION	TYPE OF PERMIT								
{ } Completed and signed Application Forms	Please Select the Appropriate Permit: (See back page)								
{ } Application Fees Paid	Administrative Permit: \$435 + \$26.10 (6% Tech Fee) = \$461.10								
{ } All Documentation Specified Below									
	Use Permit: $$3,500 \text{ (Deposit)} + $210 \text{ (6\% Tech Fee)} = $3,710$								
** Please review the Oroville Municipal Code Sect	ion 26-16.170 for all requirements of a Wireless Communication Facility.								
REQUIRED INFORMATION									
. The applicant shall supply, at a minimum, the following background information, in addition to any further information required by the Zoning Administrator:									
{ } a. Operator's name, address and telephone num									
{ } b. Agent's name, address and telephone number	· · · · · · · · · · · · · · · · · · ·								
{ } c. Street address of proposed site, or nearest stre									
{ } d. Assessor's Parcel Number (APN), or the APN									
{ } e. Type of communication service to be provide	· · · · · · · · · · · · · · · · · · ·								
{ } f. Property owner's name and address.	{ } o. Broadcast power.								
{ } g. Lease term, if applicable.	{ } p. Radio frequencies used.								
{ } h. Site ground elevation.	{ } q. Coverage area.								
{ } i. Identifying characteristics of any existing anto	ennas on site. { } r. Proposed screening, if any.								
screen it. At a minimum, the site plan shall include	I to understand the location of the facility and any landscape features that may be property boundaries and dimensioned setbacks of any existing and proposed structures. Any existing and proposed landscaping or other materials that would shall also be shown.								
and appearance of the facility. At a minimum, thes	elevation drawings, as applicable, with sufficient detail to understand the design be drawings should convey existing heights, proposed heights, materials, colors, screening structures, if any, schematic cable runs, design of any exterior cable and design of accessory structures.								
4. If an RF Environmental Evaluation report is require	d by this section, the report shall be submitted with the permit application.								
For a facility that requires a use permit, a photo simulation of the project shall be provided. The photo simulation shall be created using a photograph of the proposed site, from a location approved by the Zoning Administrator, with the proposed facility superimposed on it in a manner that accurately shows the scale, shape and color of the proposed facility. The purpose of the photo simulation is to assist in arriving at a determination of the level of significance of the proposed facility's visual impact.									
the following requirements:	ve Analysis shall be prepared by or on behalf of the operator, in accordance with								
analysis should generally include co-location facility, as well as lower, more closely space approved by the Zoning Administrator.	tive locations and designs for the proposed facility. Alternatives included in the at all existing wireless communication facilities within ¼ mile of the proposed ed wireless communication facilities. The alternatives to be analyzed shall be								
	r not the proposed siting and design would have the least possible environmental her any alternative site or design is available that would allow for issuance of an								
c. The Zoning Administrator may, at this or her	discretion, employ an independent technical expert to review this Alternatives								

Analysis on behalf of the City. The operator shall bear the costs of this review.

I	hereby	certi	fy	that a	all p	rovi	ded	ıni	forma	ıtıon	1S,	to	my	knowl	ledg	e, t	rue	and	cor	rect	
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Applicant's Signature:	Illia (uli	Date: 11-10-23

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ADMINISTRATIVE PERMIT REQUIREMENTS
1. Receive-only antennas and receive-only satellite antennas that are not exempt from Section 17.16.170 of the City Code.
2. Amateur radio facilities.
3. Wireless communication facilities installed on City-owned property. An executed license or lease agreement shall also be required.
4. Wireless communication facilities installed in commercial and industrial zoning districts, provided that they are at least 500 feet from a residential district.
5. Colocation of new wireless communication facilities within a collocation facility, provided that the collocation facility was previously approved through a use permit or other discretionary permit.
USE PERMIT REQUIREMENTS
A use permit is required for any wireless communication facility that is subject to the requirements of this section and that does not qualify for an administrative permit. In order for the Planning Commission to approve a proposed wireless communication facility under a use permit, the Commission shall make the findings required for a use permit, as well as the following additional findings:
1. No alternative site design is available that would allow for issuance of an administrative permit for the facility.
2. The facility either does not require a Radiofrequency (RF) Environmental Evaluation Report or the RF Environmental Evaluation Report for the facility shows that the cumulative non-ionizing electromagnetic radiation (NIER) emitted by the facility and any nearby facilities will be consistent with FFC regulations (Ord. 1769).
3. The facility will not have significant visual impacts.
FOR OFFICE USE ONLY

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

{ } Money Order

{ } Cash

{ } Check #

{ } Debit Card #:

Technology cost recovery fees are non-refundable

{ } Credit Card #:





City of Oroville

Planning Division - Community Development Department

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TRAKIT#:

PLANNING DIVISION GENERAL APPLICATION

(Please print clearly and fill in all that apply)

APPLICANT'S INFORMATION							Project's:	Consultant						
Name:	VB	BTS	II, L	LC (V	ertic	cal Bridge)	Name:	Adrian Culici						
Address:	1499 H	untingto	n Dr, S	uite 305, So	uth Pa	sadena, CA 91030	Company:	Assurance Developemnt, obo VB BTS II, LLC (Vertical Bridge)						
Phone:	323	3-57	3-0	045			Address:	1499 H	Hunting	ton Dr, Su	ite 305,	South Pa	sadena,	CA 91030
Email:	acu	lici@	as	suranc	e-c	roup.com	Phone:	32	3-5	73-0	045	5		
Is the appl				If applicant is	Not the	owner, please provide ation on the reverse	Email:	acı	ılici (@ass	uran	ice-c	roup	.com
		DEVE	ELOPI	MENT PRO	OJEC	TS & OTHER A	PPLICATION							
Ann	exation					Landmark /Modi	fication/Demolit	ion		Tentativ	e Parc	el Map		
Арр	eal					Mining and Recl	amation Plan			Tentativ	e Subc	division	Мар	
Dev	elopmen	t Revie	W			Pre-Application			1	Use Pe	rmit			
Fina	ıl Map					Residential Dens	sity Bonus			Varianc	е			
Gen	eral Plar	n Amen	dment/	Rezone		Temporary Use			'	Wireles	s Comr	nunicat	ion Faci	lities
Land	dmark D	esignati	on			Tentative Map E	xtension			Zoning	Clearar	nce		
Othe	er: (Plea	se Spec	ify)											
1				ADMINIS	STRA	TIVE PERMITS	(Please chec	k all th	nat ap	ply)				
Adu	It Oriente	ed Busir	ness			Outdoor Storage)	Special Event						
Hom	ne Occup	oation				Outdoor Display	& Sales		Street Closure					
Larg	ge Family	/ Day C	are			Second Dwelling	g Unit	Tree Removal						
Mob	ile Food	Vendor	r			Sign/Temporary	Sign Permit							
Othe	er: (Plea	se Spec	ify)		- -									
site plans	, maps, a	aerials,	photos	, and other	releva	g Division with a d ant information tha ts of drawings sha	t will help us in	proces	ssing y	our appl	ication.		include	any
						PROJECT IN								
Project Na							Proposed Structure(s) (Sq Ft.):1600							
Address:							Existing Struct		(Sq Ft	.):NA				
Nearest C							Water Provide							
Lot Size (390-050			School District: Number of Dwelling Units:							
201 3128 (, wiesj. [.Z AU				APPLICANT'S		ciiiig (JIII(3.					
	H	hereby (certify t	that the info	rmatio	on provided in this	application is,	to my ł	knowle	edge, true	and co	orrect.		
Signature	:	Ud	_	Calin								Date:	11-16	5-23
						OFFICE U								
General F	Plan:			Zo	ning:		Zoning Confor	mity:		Al	PN:			\vdash
File# Overlay Zoning:							Minimum Setb	acks:	FY		RY		SY	1

AGENT AUTHORIZATION									
To the City of Oroville, Department of Community Development									
NAME OF AGENT:	Adrian Culici	PHONE NUMBER:	323-573-0045						
COMPANY NAME:	1499 Huntington Dr, Suite 305	EMAIL:	aculici@assurance-group.com						
ADDRESS:		CITY/ST/ZIP:	South Pasadena, CA 91030						
AGENT SIGNATURE: Och									
Is hereby authorized to process this application on my/our property, identified as Butte County Assessor Parcel Number (s):									
See LOA									
This authorization allows representation for all applications, hearings, appeals, etc. and to sign all documents necessary for said processing, but not including document (s) relating to record title interest.									

Owner(s) of Record (sign and print name)

1)	Taylor Coe (see LOA)		
')	Print Name of Owner	Signature of Owner	Date
2)			
	Print Name of Owner	Signature of Owner	Date
3)			
	Print Name of Owner	Signature of Owner	Date
4)			
	Print Name of Owner	Signature of Owner	Date
	88 Aspen Glen Ct	See Agent	See Agent
	Owner's Mailing Address	Owner's Email	Owner's Phone #

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Technology cost recovery fees are non-refundable



November 16, 2023

Planning Division City of Oroville 1735 Montgomery Street Oroville, CA 95965

RE: Vertical Bridge Tower – CA- 5455 – Wireless Telecom Facility Use Permit Submittal for New Wireless Tower

Hi,

Attached you will find the Use Permit submittal materials for a new wireless tower located at 3425 Orange Ave, Oroville, CA 95966. Please feel free to reach out to me should you have any questions.

- Cover Letter
- Shot Clock Letter
- Use Permit Application WTF CUP
- o IOA
- Project Narrative
 - Project Description
 - Project Objective
 - Coverage Maps
 - Radio Frequency Statement
- Project plans Site Plan, Elevations and Survey
- Photo Simulations
- EME RF Safety Study
- Grant Deed and Legal Description

Let me know if you have any questions.

Sincerely,

Adrian Culici

Adrian Culici

Site Acquisition Planner



CELL FAX WEB 323 573 0045 626 322 0880

assurance-development.com

www.Assurance-Development.com | 626-765-5079





November 17, 2023

Planning Division City of Oroville 1735 Montgomery Street Oroville, CA 95965

Applicant: VB BTS II, LLC (Vertical Bridge)

Property Owner: Taylor Coe

Property Address: 3425 Orange Ave, Oroville, CA 95966

APN: 033-390-050

RE: Wireless Application – CUP - VB-CA-5455

Vertical Bridge seeks the requisite conditional use permit approvals to install a new telecommunications facility at the parcel with APN number: 033-390-050. The proposal consists of a 120' monopine wireless facility. The submittal items are submitted with this letter.

Under the Telecommunications Act of 1996 ("Act"), the County is required to take action on Vertical Bridge's application "within a reasonable period of time." In a 2009 declaratory ruling, the Federal Communications Commission established a legal presumption that a "reasonable period of time" means 150 days to act on an application for a new wireless facility (the "shot clock"). Because the proposed facility seeks to locate a new personal wireless service facility, the city must take action on Vertical Bridge's application within 150 days. The shot clock began to run the day the application was submitted on November 17, 2023. As such, the county must take final action no later than 150 days from today, or April 16, 2024.

Vertical Bridge respectfully requests that this application be approved and any requisite conditional use permit be issued as soon as possible but no later than April 16, 2024. If you have any questions regarding this application, please contact me.

Sincerely,

Adrian Culici **Adrian Culici**

Site Acquisition

DEVELOPMENT

CELL FAX **WEB**

323 573 0045 626 322 0880

assurance-development.com

PROJECT DESCRIPTION:

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A 120' MONOPINE WITH (10) 8' ANTENNAS, (6) RRU'S, (1) 3' MICROWAVE, (1) GPS ANTENNA, REQUIRED ANTENNA CABLING, HCS JUMPERS, (2) GROUND MOUNTED RADIO CABINETS, (1) RAISED CONCRETE PADS, CABLE ICE BRIDGE, UTILITY BACKBOARD AND MULTI-METER UTILITY SERVICE MOUNTED ON H-FRAME WITHIN A 40'x40' FENCED LEASE AREA. NO WATER OR SEWER SERVICE IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 1. 2022 CALIFORNIA BUILDING CODE
- 2. 2022 CALIFORNIA TITLE 24
- 3. 2022 CALIFORNIA FIRE CODE
- 3. 2022 CALIFORNIA ELECTRIC CODE
- 4. 2022 CALIFORNIA ENERGY CODE
- 5. 2022 CALIFORNIA MECHANICAL CODE
- 6. TIA/EIA-222-H OR LATEST EDITION
- 5. ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
- 6. CITY/COUNTY ORDINANCES



US-CA-5455 OAK PARK WAY

3425 ORANGE AVE OROVILLE, CA 95966

120' MONOPINE

TENANT SITE ID: SC60559C

DRAWING INDEX

TITLE

DRWG. #

APPROVAL BLOCK				
		APPROVED	APPROVED AS NOTED	DISAPPROVED REVISE
VERTICAL BRIDGE	DATE			
SITE ACQUISITION	DATE			
CONSTRUCTION MANAGER	DATE			
PERMITTING	DATE			
RF ENGINEERING	DATE			



SITE ACQUISITION

ASSURANCE DEVELOPMENT

1499 HUNTINGTON DR. | SUITE 305 SOUTH PASADENA, CA | 91030 626.765.5079

0	ISSUED FOR ZONING	CV	10/03/23	
Α	ISSUED FOR REVIEW	JR	09/13/23	
NO.	SUBMITTAL / REVISION	BY	DATE	

DRAWN: JF
DESIGNED: JF
CHECKED: BI

PROJECT NUMBER: US-CA-5455

PROJECT TITLE:

US-CA-5455 SC60559C OAK PARK WAY

3425 ORANGE AVE OROVILLE, CA 95966

ENGINEER STAMP

RAWING SCALE

AS NOTED

09/13/23

	un William	引起	
SIT	E		

LOCATION MAP

PROPERTY OWNER: TAYLOR COE

88 ASPEN GLEN CT EDWARDS, CO 811632

APPLICANT: VERTICAL BRIDGE

750 PARK OF COMMERCE DR. #200

BOCA RATON, FL 33487

CONTACT: ASSURANCE DEVELOPMENT

1499 HUNTINGTON DR. #305 SOUTH PASADENA, CA 91030 CONTACT: BILL LEWIS PHONE: 626.765.5079



VICINITY MAP

PROJECT INFORMATION

SITE NAME: OAK PARK WAY
SITE NUMBER: US-CA-5455
TENANT SITE ID: SC60559C
SITE ADDRESS: 3425 ORANGE AVE
OROVILLE, CA 95966

PARCEL #: 033-390-050
DEED REFERENCE: N/A

ZONING CLASSIFICATION: MXN - MIXED-USE DISTRICT

ZONING JURISDICTION: CITY OF OROVILLE CONSTRUCTION TYPE: V-B

OCCUPANCY: U (UNMANNED TELECOM FACILITY)
NO. OF STORIES: 1 (ENCLOSURE ONLY)

NO. OF STORIES: 1 (ENCLOSURE OF SPRINKLER: NONE STRUCTURE TYPE: MONOPINE STRUCTURE HEIGHT: 120' CONSTRUCTION AREA: 1,600 SQ. FT. GROUND ELEVATION: 277.4' (NAVD88)

LATITUDE (NAD 83): 39.515706° (39° 30' 56.54" N) LONGITUDE (NAD 83): -121.538175° (121° 32' 17.43" W) T1 TITLE SHEET

LS-1 SITE SURVEY

LS-2 SITE SURVEY

A1 SITE PLAN

A2 ENLARGED SITE PLAN

A3 ENLARGED COMPOUND PLAN

A4 EQUIPMENT AND ANTENNA PLAN

A5 ELEVATIONS

EMERGENCY: CALL 911



UNDERGROUND SERVICE ALERT

(800) 642-2444
WWW.CALIFORNIA811.ORG
CALL 2 TO 14 WORKING DAYS UTILITY NOTIFICATION
PRIOR TO CONSTRUCTION



POWER COMPANY: PG&E
TELCO COMPANY: AT&T

DRAWING NUMBER:

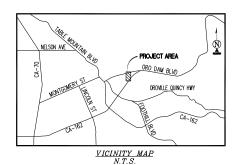
UNAUTHORIZED ALTERATION OR ADDITION TO

THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND / OR LOCAL LAWS

TITLE SHEET

17

ZD



SURVEY DATE 09/01/2023

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA ZONE 2 STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) (EPOCH 2019.25) DETERMINED BY GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE SMARTNET REFERENCE NETWORK.

BENCHMARK

PROJECT FLEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B'
MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

GRID-TO-GROUND SCALE FACTOR NOTE
ALL BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA
TWO STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99992796

FLOOD ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #06007C0795E, DATED 01/06/2011

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION OR REPLACEMENT IS THE RESPONSIBILITY OF THE

SURVEYOR'S NOTES

CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED

AT THE TIME OF THE SURVEY THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE LEASE AREA OR ANY OF THE

THE LEASE AREA AND EASEMENTS ARE ENTIRELY WITHIN THE PARENT PARCEL

THE ACCESS AND UTILITY EASEMENT GOES TO A DEDICATED PUBLIC RIGHT OF WAY.

THIS SURVEY WAS PREPARED FOR VB BTS II, LLC

TITLE ITEM 6 IS LEGALLY UNDEFINED AND IS SHOWN AT APPROXIMATE LOCATION

LEGEND ASPHALT Oxxx UTILITY MANHOLES LIGHT POLE UTILITY POLE NATURAL GRADE ά LIGHT POLE RIGHT OF WAY TREES **+** POSITION OF GEODETIC COORDINATES P.O.C. POINT OF COMMENCEMENT SPOT ELEVATION P.O.B. POINT OF BEGINNING -0-0-0-0-0-0-0 WOOD FENCE - O/H----- O/H----- O/H---OVERHEAD LINES - - STREET CENTERLINES SUBJECT PROPERTY LINE ADJACENT PROPERTY LINE LEASE AREA LIMITS — — — — — — — MAJOR CONTOUR INTERVAL MINOR CONTOUR INTERVAL

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT FILE #IC-TWR-133476-C, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, DATED APRIL 13, 2023. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

2. ANY RIGHTS, INTERESTS OR CLAIMS, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS. OR ANY OTHER MATTERS WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. (A) UNPATENTED MINING CLAIMS: (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A) (B) OR (C) ARE SHOWN IN THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

4. TAXES AND ASSESSMENTS FOR THE YEAR AND ALL SUBSEQUENT YEARS ARE A LIEN BUT NOT YET DUE AND PAYABLE. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

(5) ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "RECORD OF SURVEY" DATED AUGUST 22, 1963 AND RECORDED SEPTEMBER 25, 1963 IN (BOOK) 29 (PAGE) 27, IN BUTTE COUNTY, CALIFORNIA. THE EXCEPTION AFFECTS THE PARCEL, BUT DOES NOT AFFECT THE LEASE AREA OR ANY VERTICAL BRIDGE

 $\langle 6.
angle$ easement deed between paul douglas beadle, as trustee of the beadle HARBOR IRREVOCABLE TRUST, DATED DECEMBER 1, 2010; AND PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, DATED MAY 20, 2016 AND RECORDED JUNE 6, 2016 IN (INSTRUMENT) 2016-0020337, IN BUTTE COUNTY,

7. RIGHTS OF FEE SIMPLE OWNERS IN AND TO THE SUBJECT PROPERTY. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED

LESSOR'S LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OROVILLE, COUNTY OF

BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
PARCEL 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A
PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE
4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY 4 EAST, M.D.B.AM., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27.

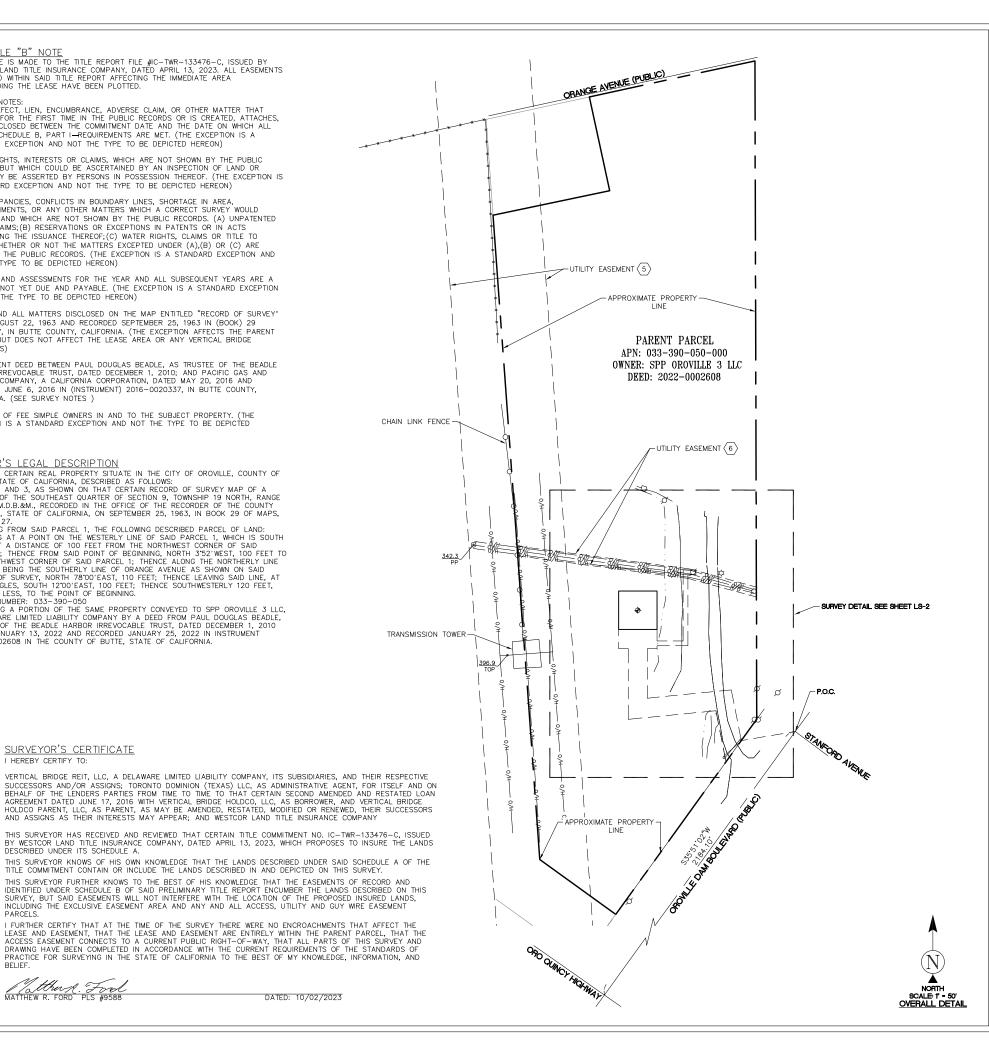
EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND:

EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3'52'EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3'52'WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THE REOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78'00'EAST, 100 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12'00'EAST, 100 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, TO THE POINT OF BEGINNING. PARCEL NUMBER: 033-390-050
THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY A DEED FROM PAUL DOUGLAS BEADLE, TRUSTEE OF THE BEADLE HARDOR IRREVOCABLE TRUST, DATED DECEMBER 1, 2010 DATED JANUARY 13, 2022 AND RECORDED JANUARY 25, 2022 IN INSTRUMENT 2022-0002608 IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA.

SURVEYOR'S CERTIFICATE

DESCRIBED UNDER ITS SCHEDULE A.

MATTHEW R. FORD PLS #9588





750 Park of Commerce Drive, Suite 200 Boca Raton, Florida 33487

PROJECT INFORMATION:

SITE NAME: OAK PARK WAY

US-CA-5455

SITE ADDRESS:

3425 ORANGE AVENUE OROVILLE, CA 95966 BUTTE COUNTY

Rev:	Date:	Description:	Ву:
Α	09/05/2023	PRELIMINARY	СК
0	09/29/2023	DESIGN (C)	СК

LAND SURVEY PREPARED BY:



LICENSURE NO:



DRAWN BY CHK BY: APV BY MF CK NS

Sheet Title:

SITE SURVEY

Sheet Number

18

POSITION OF GEODETIC COORDINATES LATITUDE 39° 30' 56.54" (39.515706°) NORTH (NAD83) LONGITUDE 121 32' 17.43" (121.538175') WEST (NAD83) GROUND ELEVATION @ 277.4' (NAVD88)

LEASE AREA LEGAL DESCRIPTION

A PORTION OF PARCEL 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27, BEING THE SAME PROPERTY CONVEYED TO SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY A DEED IN INSTRUMENT 2022-0002608 OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTERLINE INTERSECTION OF OROVILLE DAM BOULEVARD AND STANFORD AVENUE, FROM WHICH THE CENTERLINE INTERSECTION OF OROVILLE DAM BOULEVARD AND ORO QUINCY HIGHWAY BEARS SOUTH 35'51'02" WEST, 2184.10 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 80"25"49" WEST, 56.99 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF OROVILLE DAM BOULEVARD; THENCE SOUTH 35"51"02" WEST ALONG SAID RIGHT OF WAY, 27.31 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 11"13"55" WEST, 54.28 FEET; THENCE SOUTH 84°21'05" WEST, 91.77 FEET; THENCE NORTH 00°00'00" EAST, 73.65 FEET; THENCE NORTH 90'00'00" WEST, 10.00 FEET; THENCE NORTH 90'00'00" EAST, 20.00 FEET TO THE POINT OF

THENCE NORTH 00'00'00" EAST, 40.00 FEET; THENCE NORTH 90'00'00" EAST, 40.00 FEET; THENCE SOUTH 00'00'00" EAST, 40.00 FEET; THENCE NORTH 90'00'00" WEST, 40.00 FEET TO THE POINT OF

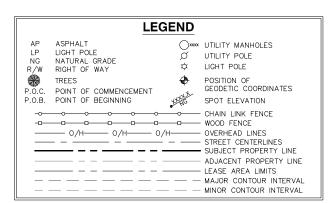
CONTAINING 1600 SQUARE FEET (0.037 ACRES) OF LAND, MORE OR LESS.

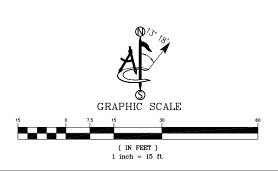
ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

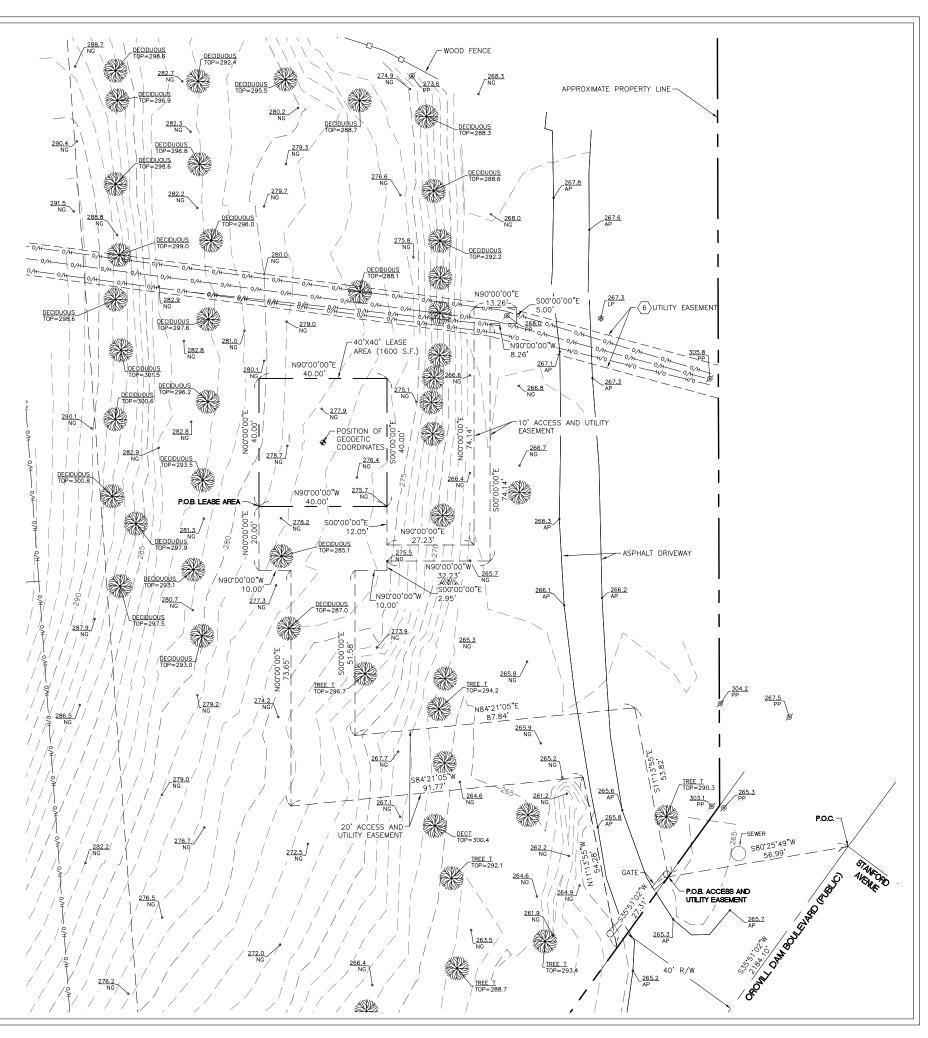
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PROPERTY CONVEYED TO SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY A DEED IN INSTRUMENT 2022-0002608 OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS

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THENCE SOUTH 35°51'02" WEST ALONG SAID RIGHT OF WAY, 27.31 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 1113'55" WEST, 54.28 FEET; THENCE SOUTH 84'21'05" WEST, 91.77 FEET; THENCE NORTH 00'00'00" EAST, 73.65 FEET; THENCE NORTH 90'00'00" WEST, 10.00 FEET; THENCE NORTH 90'00'00" EAST, 20.00 FEET: THENCE SOUTH 90'00'00" EAST, 40.00 FEET: THENCE SOUTH 00°00'00" EAST, 12.05 FEET; THENCE NORTH 90°00'00" EAST, 27.23 FEET; THENCE NORTH 00°00'00" EAST, 74.14 FEET; THENCE NORTH 90'00'00" EAST, 13.26 FEET; THENCE SOUTH 00'00'00" EAST, 5.00 FEET; THENCE NORTH 90'00'00" WEST, 8.26 FEET; THENCE SOUTH 00'00'00" EAST, 74.14 FEET; THENCE NORTH 90'00'00" WEST, 32.23 FEET; THENCE SOUTH 00'00'00" EAST, 2.95 FEET; THENCE NORTH 90'00'00" WEST, 10.00 FEET; THENCE SOUTH 00'00'00" EAST, 51.58 FEET; THENCE NORTH 84"21"05" EAST, 87.84 FEET; THENCE SOUTH 11"13"55" EAST, 53.82 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF OROVILLE DAM BOULEVARD AND THE POINT OF BEGINNING.









750 Park of Commerce Drive, Suite 200 Boca Raton, Florida 33487

PROJECT INFORMATION:

SITE NAME:

OAK PARK WAY

US-CA-5455

SITE ADDRESS:

3425 ORANGE AVENUE OROVILLE, CA 95966 BUTTE COUNTY

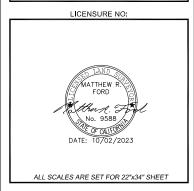
Rev:	Date:	Description:	Ву:
А	09/05/2023	PRELIMINARY	СК
0	09/29/2023	DESIGN (C)	СК

LAND SURVEY PREPARED BY:



428 MAIN STREET SUITE 206 HUNTINGTON BEACH, CA 92648 PH. (480) 659-4072

ambit consulting



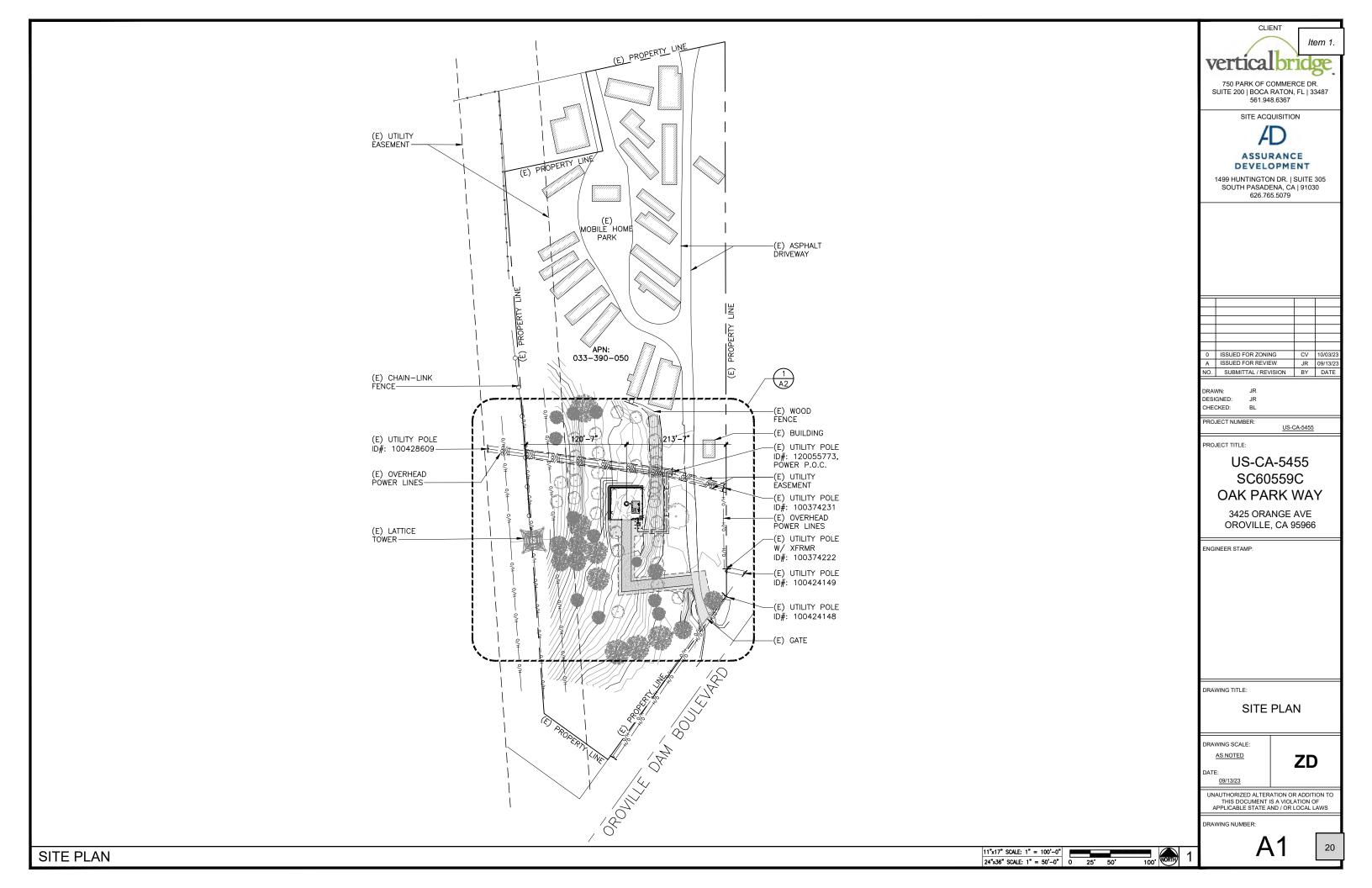
DRAWN BY: CHK BY: APV BY MF CK NS

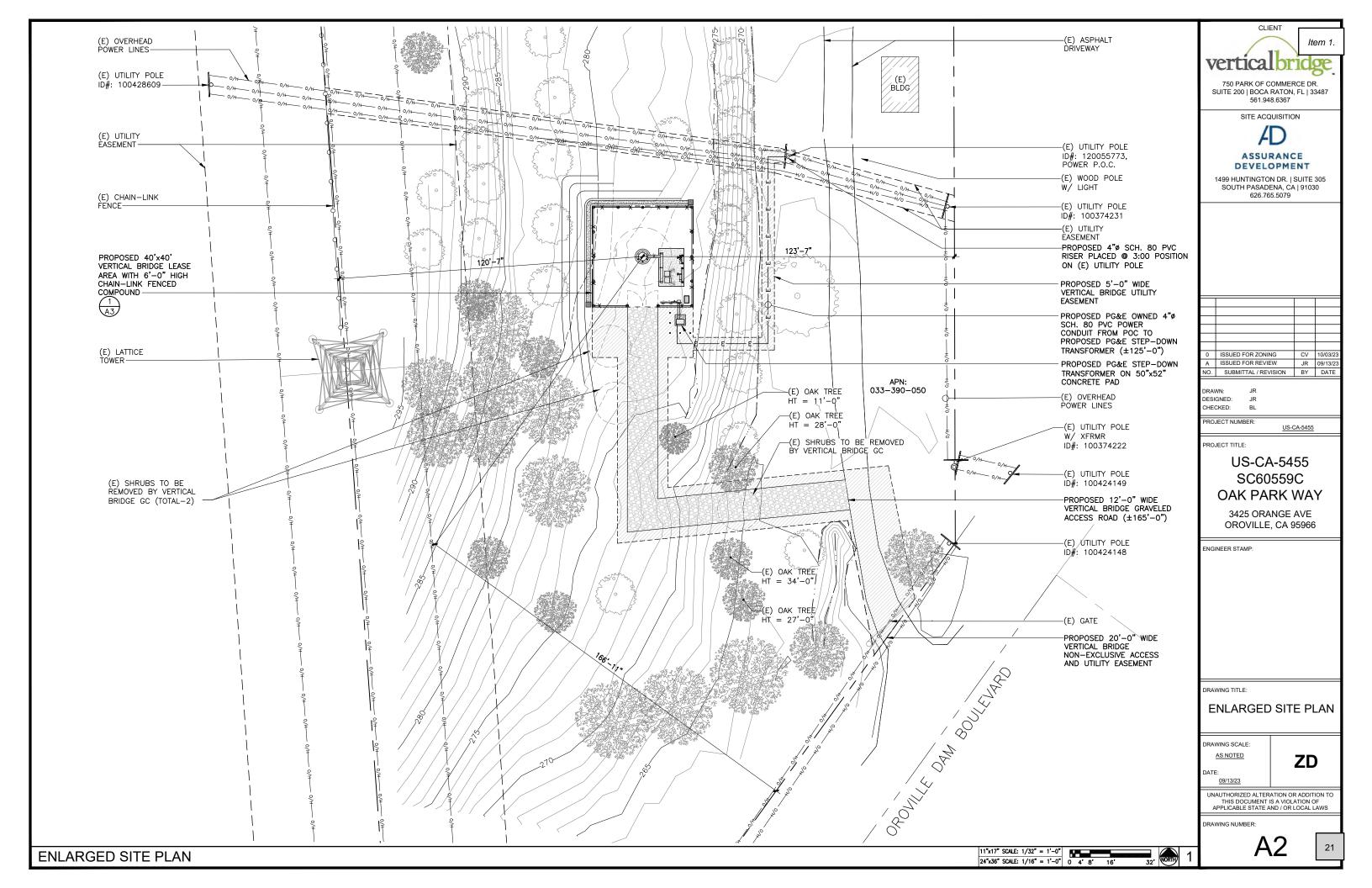
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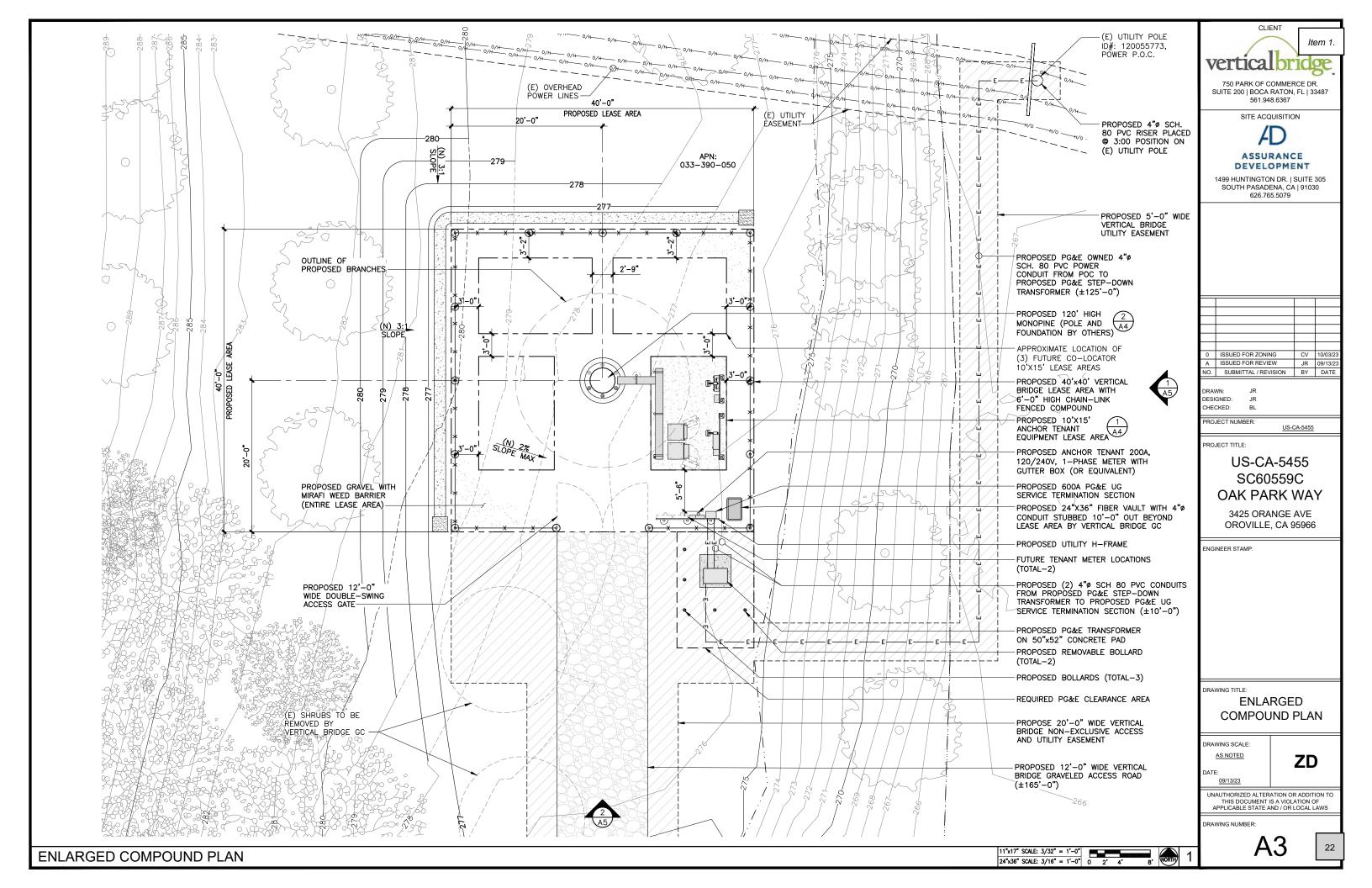
SURVEY DETAIL

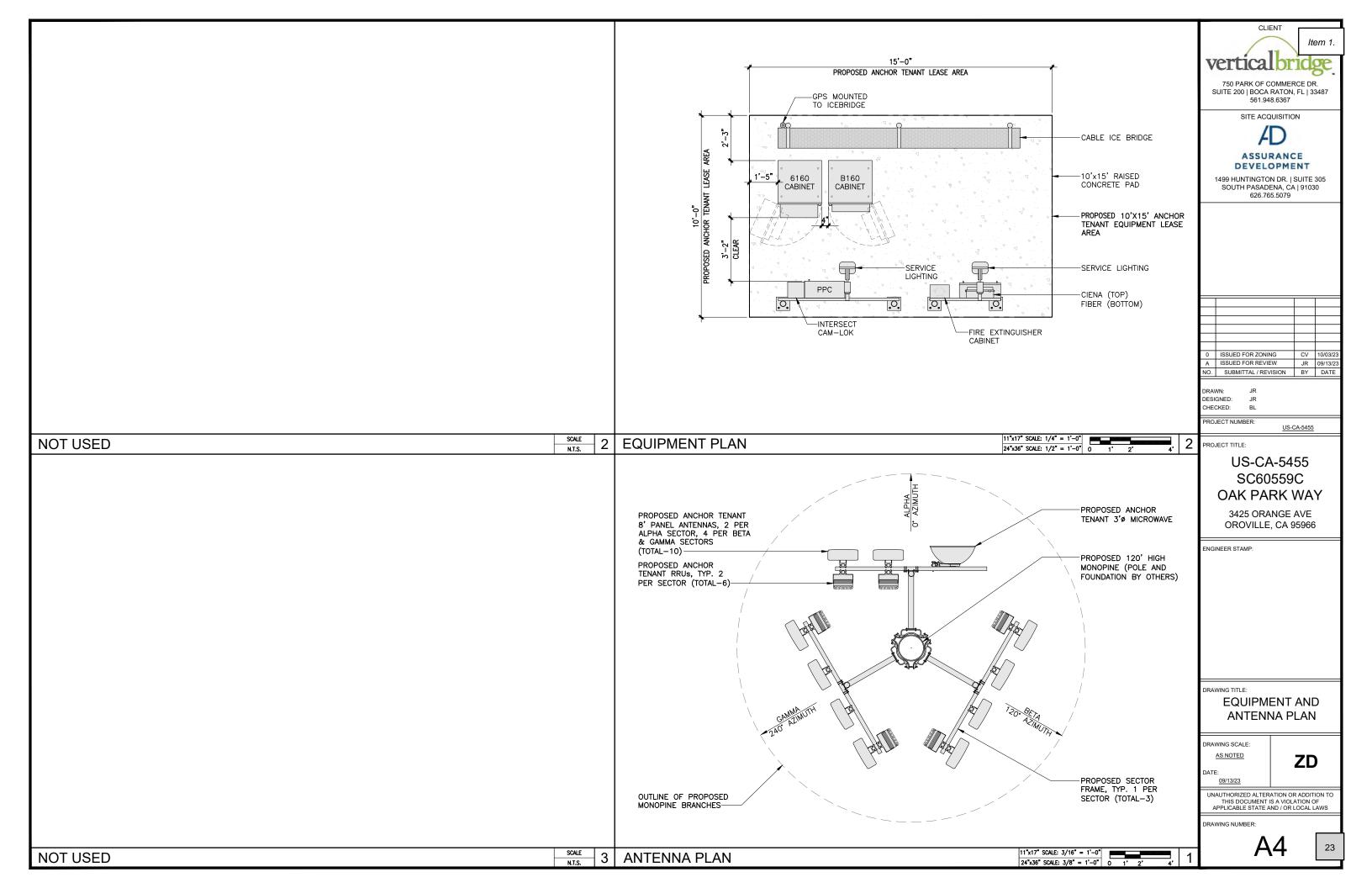
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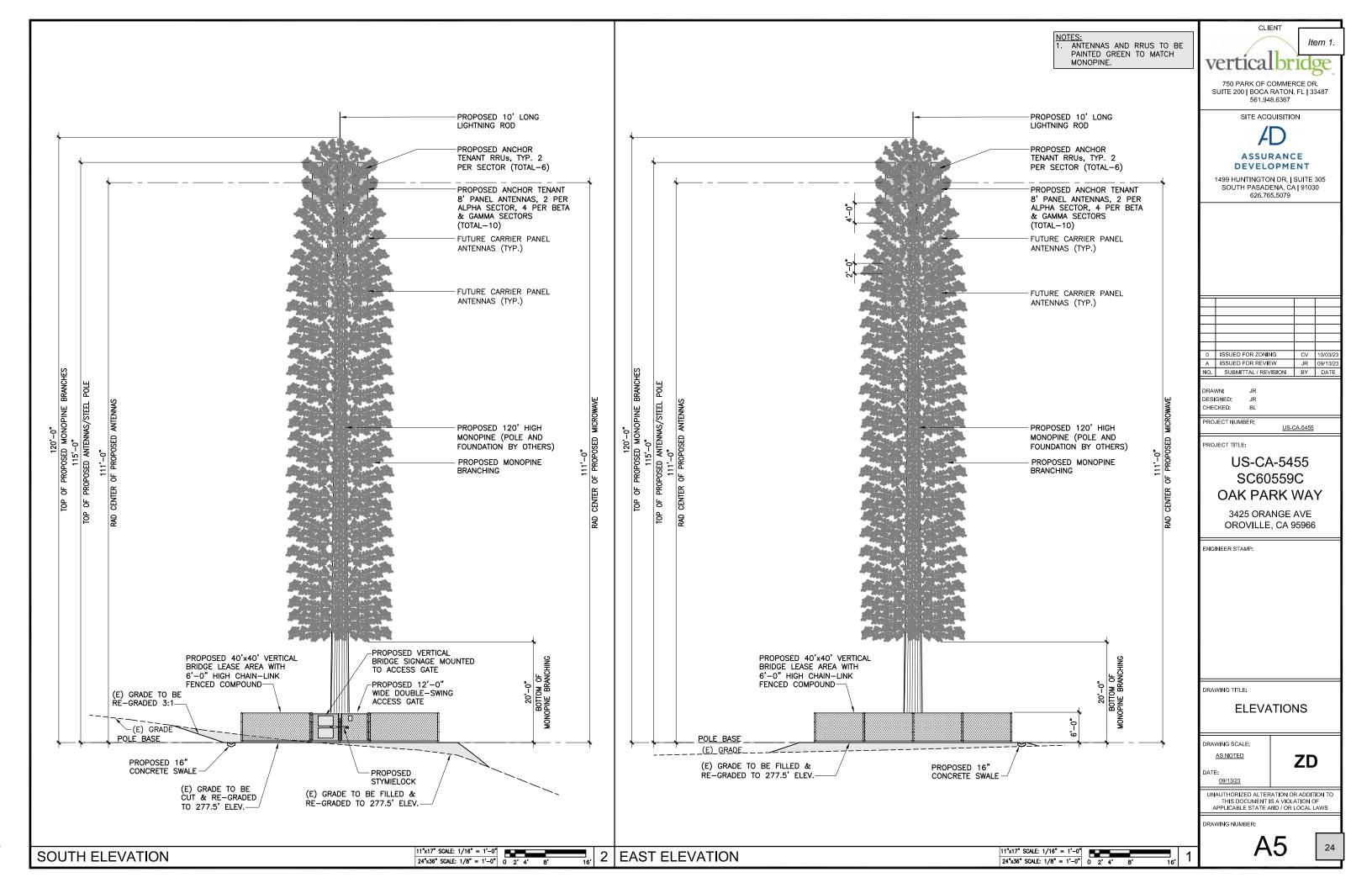
LS-2











Assurance Development obo Vertical Bridge

aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

City of Oroville

Application for a Conditional Use Permit – Wireless Telecommunications Facility

Project Narrative

Vertical Bridge is requesting approval of a Conditional Use Permit for the operation and construction of an unmanned wireless telecommunications facility and presents the following project information for your consideration.

Project Specific Location

Address: 3425 Orange Ave, Oroville, CA 95966

APN: 033-390-050

Zoning: MXN - Mixed Use

Project Representative

Adrian Culici, Project Representative 1499 Huntington Dr. Suite 305, South Pasadena, CA 91030 323-573-0045 aculici@assurance-group.com

Project Description

Install a new telecommunications and public utility facility at 3425 Orange Ave (APN 033-390-050). Facility will consist of a 120' monopine wireless facility, (10) 8' antennas, (6) RRU's, (1) 3' microwave, (1) GPS antenna, and associated electrical equipment. Additionally, (2) ground mounted radio cabinets, (1) raised concrete pad, cable ice bridge, utility backboard and multi-meter utility service will be placed within a 40'x40' leased area.

Project Objectives

To provide coverage in this area of the County, any combination or one of the following reasons may apply:

 Coverage: No Service in the area (Indoor, Outdoor or Vehicular) and can apply specifically to the type of service provided (Voice or Data). Specifically, this proposed Vertical Bridge Project Name: CA-5455

Assurance Development obo Vertical Bridge

aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

location addresses the following needs -

- In-building Commercial Subscriber anticipated to have accessibility to improved service while indoors within the County's commercially used spaces.
- In-building Subscriber anticipated to have accessibility to service while indoors (ie: residential homes) at lower performance levels.
- In-vehicle- Subscriber anticipated to have accessibility to service while inside of vehicle.
- Outdoor Subscriber anticipated to have accessibility to improved service while outdoors.
- Capacity: Proposed service in surrounding areas would be insufficient to meet anticipated
 demand by customers in and traversing through the area. Furthermore, proposed
 facilities servicing the surrounding area would be overloaded preventing service, dropped
 calls or complete denial of service during peak usage hours in this particular ring. Below
 are coverage maps reflecting before and after coverage once the site is installed. ID codes
 SC60226B and CA-7303 refer to the subject site.

Assurance Development obo Vertical Bridge

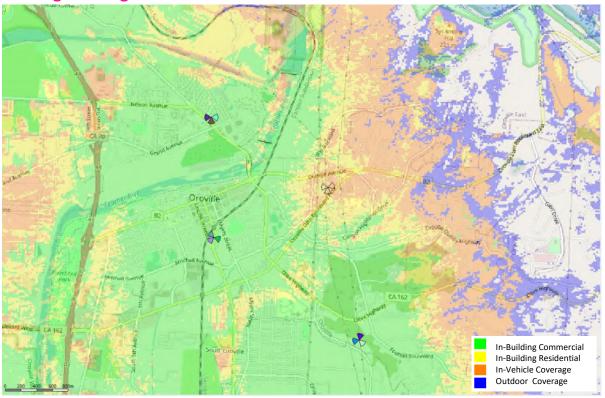
aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

Coverage Maps





Adrian Culi

Item 1.

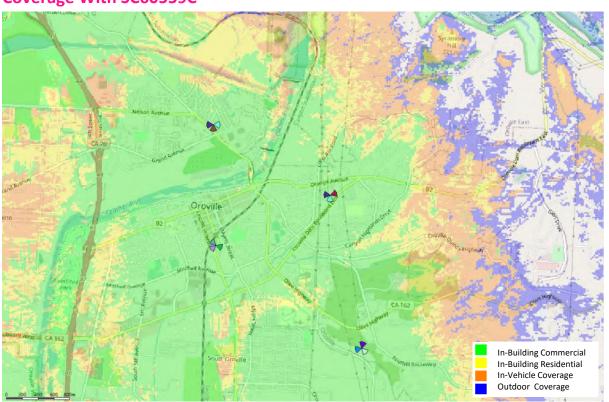
Assurance Development obo Vertical Bridge

aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

Coverage With SC60559C



Adrian Culi

Item 1.

Assurance Development obo Vertical Bridge

aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

Alternative Site Analysis

The following map shows the vicinity surrounding the proposed facility, and the red circle marks the site's "search ring" which indicates the area in which a deficit in coverage was detected. The yellow markers indicate alternative sites that were investigated. We looked at a total of eighteen (11) alternative sites within the search ring (see list of APN and Landlord's below).

One (1) location failed to meet coverage requirements due to topographic and physical obstructions. Additionally, zoning and design codes prohibit the proposed development for two (2) sites. The eight (8) remaining alternative sites that were investigated were unable to move forward because the property owners were either unresponsive or unwilling to grant the required permissions for the proposed development.

It is for these reasons that we are locating on the subject property and not on any other parcels within the search ring. The proposed project location would meet the coverage footprint requirements of our project and the Landlord has granted us permission to pursue this project on their property. Moreover, the proposed development complies with all design code parameters (e.g. setback, height max requirements, etc.) and falls within allowed uses per the zoning of this parcel.

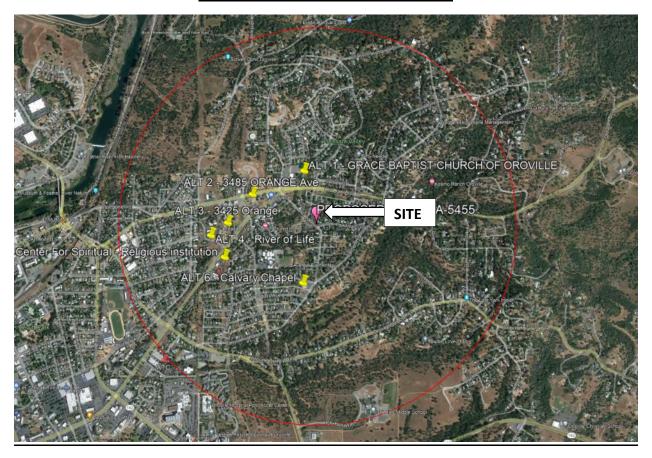
Adrian Culici Assurance Development obo Vertical Bridge

aculici@assurance-group.com

323-573-0045

1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

Alternative Site Map - Search Ring Area



Alternative Site List

- 1. Grace Baptist Church of Oroville / APN: 033-420-003: Property owner is unwilling to enter into a lease.
- 2. 3485 Orange Ave / APN: 033-390-042: Property owner is unwilling to enter into a lease.
- 3. River of Life Church / APN: 033-390-046: Property owner is unwilling to enter into a lease
- 4. Oroville Center For Spiritual Religious Institution / APN: 033-390-080: This parcel is a backup candidate.
- 5. Calvary Chapel / APN: 033-452-018: Property owner did not respond to lease offer.

Adrian Culici L Assurance Development obo Vertical Bridge <u>aculici@assurance-group.com</u> 323-573-0045 1499 Huntington Dr. Suite 305 South Pasadena, CA 91030

Additional Supporting Statements

1. The proposed use and development is consistent with the General Plan and any applicable specific plans.

A robust wireless network will contribute to the County's ability to respond to natural or man-made disasters and other public safety concerns in a potentially life-saving manner.

2. The site is adequate in size, shape, topography, location, utilities and other factors to accommodate the use and development.

The site is of adequate size, shape, topography, location and access to utilities to accommodate the proposed wireless facility. The site is graded adequately and has access to power and telephone connections that can be used for the project.

3. Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

The facility is unmanned and will not contribute to any traffic.

4. Adequate utilities and public services are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

The facility only requires power and telephone connections which are present in this area of the city.

5. The use and development will be compatible with the intended character of the area.

The facility is designed to blend as much as possible with the surrounding environment that already exists within the vicinity.

Adrian Culici
Assurance Development obo Vertical Bridge
<u>aculici@assurance-group.com</u>
323-573-0045
1499 Huntington Dr. Suite 305
South Pasadena, CA 91030

Safe – RF is Radio

The FCC regulates RF emissions to ensure public safety. Standards have been set based on peer-reviewed scientific studies and recommendations from a variety of oversight organizations, including the National Council on Radiation Protection and Measurements (NCRP), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Environmental Protection Agency (EPA), Federal Drug Administration (FDA), Occupational Safety and Health Administration (OSHA), and National Institute for Occupational Safety and Health (NIOSH).

Although the purview of the public safety of RF emissions by the FCC was established by the Telecommunications Act of 1996, these standards remain under constant scrutiny. The typical urban cell site operates hundreds or even thousands of times below the FCC's limits for safe exposure. All Vertical Bridge cell towers will operate well below these standards as well.

Thank you for your time and assistance throughout the application intake and review process. Please do not hesitate to contact me should you have any questions associated with this project.

Sincerely,

Adrian Culici

Adrian Culici Site Acquisition



CELL FAX WEB 323 573 0045 626 322 0880

assurance-development.com



City of Oroville

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2401 FAX (530) 538-2426

www.cityoforoville.org

December 13, 2023

RE: Vertical Bridge Tower-CA-5455-Wireless Telecom Facility Use Permit Submittal for New Wireless Tower Notice of Incompleteness.

Mr. Adrian Culici,

After reviewing the submittal package, we have concluded that this application is incomplete. According to Oroville Municipal Code 17.16.170.H.6 and 17.16.170.D.2 an alternatives analysis shall be prepared. This will also be needed to justify making the finding required in 17.16.170.F.2. We would also like to see the project objective and radio frequency statement that is mentioned on your cover letter, but not included in the package.

We are also concerned about possible effects to a transmission tower near the proposed wireless tower, and/or effects to your facility from that transmission tower. There is no mention of the transmission tower in the EME-RF Safety Study, and we would like to have confirmation there will not be any issues between the two. The transmission tower owners must be included in our public notices as well.

Thank you for your application. We look forward to reviewing the above information.

Sincerely,

Noelle Snow Community Development Tech II City Of Oroville (530) 538-2508 nsnow@cityoforoville.org

cc: Wes Ervin, City Planner

File: PL 2311-006



WILLIAM F. HAMMETT, P.E. ROBERT P. SMITH, JR. MANAS S. REDDY, P.E.

ROBERT L. HAMMETT, P.E. 1920-2002 EDWARD EDISON, P.E. 1920-2009

Dane E. Ericksen, P.E. Consultant

BY E-MAIL BLEWIS@ASSURANCE-GROUP.COM

January 17, 2024

Mr. Bill Lewis Assurance Development 1499 Huntington Drive # 305 South Pasadena, California 91030

Dear Bill:

Thanks for forwarding the letter dated December 13, 2023, from the City of Oroville, asking about possible impact on the existing PG&E lattice power-line tower from the proposed T-Mobile base station (Site No. US-CA-5455 / SC60559C) on a tall pole to be sited nearby, at 3425 Orange Avenue.

The distance between the two structures is at least 120 feet, based on review of aerial photos from Google Maps. At that distance, the worst-case, calculated radio-frequency exposure levels from the T-Mobile operation are in full compliance with the public and occupational limits set by the Federal Communications Commission.

We appreciate the opportunity to be of service and would welcome any further questions.

Sincerely yours,

William F. Hammett, P.E.

scn

cc: Ms. Samantha Herrmann – BY E-MAIL SHERRMANN@ASSURANCE-GROUP.COM

Web: www.h-e.com • mail@h-e.com
Phone: 707/996-5200 Office • 707/996-5280 Fax

Delivery: 470 Third Street West • Sonoma, California 95476

AERIAL MAP



COPYRIGHT: GOOGLE MAPS, 2023

EXISTING



PROPOSED



DISCLAIMER: THIS IS A RENDERING REPRESENTATION OF THE PROPOSED PROJECT ONLY

PHOTO PROVIDED BY: ASSURANCE DEVELOPMENT



AD.	
ASSURANCE DEVELOPMENT	

NO.	DATE	REVISIONS	BY
0	10/12/23	ISSUED FOR SUBMITTAL	JFY



US-CA-5455 OAK PARK WAY 3425 ORANGE AVENUE

OROVILLE, CA 95966

VIEW	SHEET
A	1/4

AERIAL MAP



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PHOTO PROVIDED BY: ASSURANCE DEVELOPMENT

DRAFTLINK CONTACT: JOYCE YU
EMAIL: SIMS@DRAFTLINK.CO.
PHONE: 949-232-5045
WWW.DRAFTLINK.COM



NO.	DATE	REVISIONS	BY
0	10/12/23	ISSUED FOR SUBMITTAL	JFY



US-CA-5455 **OAK PARK WAY** 3425 ORANGE AVENUE

OROVILLE, CA 95966

VIEW	SHEET
В	2/4

AERIAL MAP



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VIEW

DRAFTLINK
CONTACT : JOYCE YU
EMAIL : SIMS@DRAFTLINK.COM
PHONE : 949-232-5045
WWW.DRAFTLINK.COM



NO.	DATE	REVISIONS	BY
0	10/12/23	ISSUED FOR SUBMITTAL	JFY



US-CA-5455 OAK PARK WAY 3425 ORANGE AVENUE

OROVILLE, CA 95966

C	3/4

SHEET

AERIAL MAP

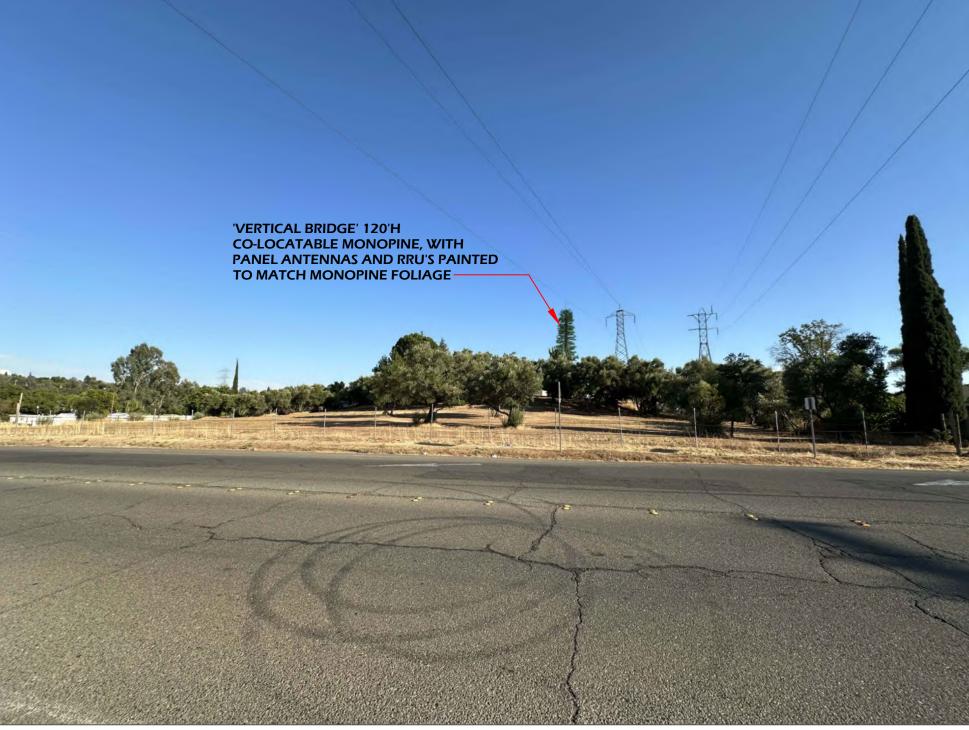


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DRAFTLINK
CONTACT : JOYCE YU
EMAIL : SIMS@BRAFTLINK.COM
PHONE : 949-232-5045
WWW.DRAFTLINK.COM



NO.	DATE	REVISIONS	BY
0	10/12/23	ISSUED FOR SUBMITTAL	JFY



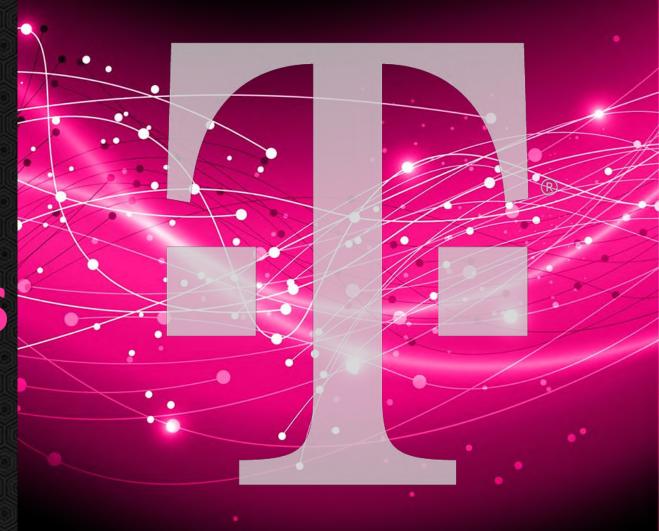
US-CA-5455 OAK PARK WAY

3425 ORANGE AVENUE OROVILLE, CA 95966

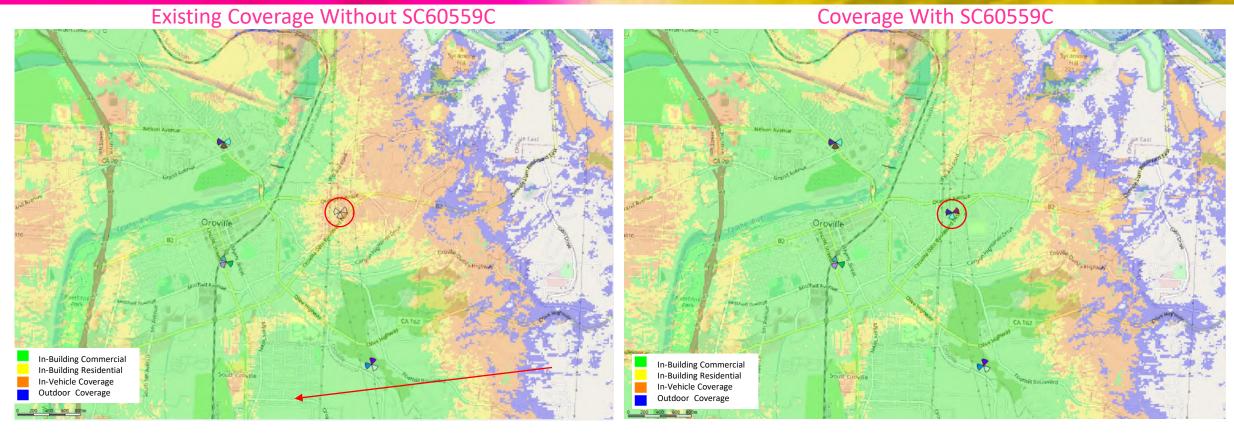
VIEW	SHEET
D	4/4



SC60559C Coverage Prediction Plots



SC60559C - (With vs Without)



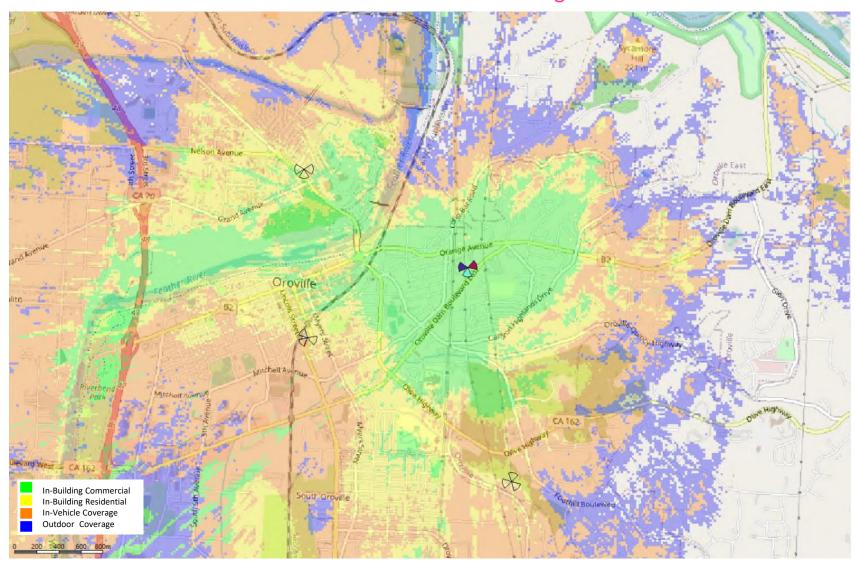
Prediction	Legend	Zone Surface (km²)	% Computation Zone		Population (%Population)	Population (Population [total])
SC60559C Exis		37.6612	86.2	21,551	96.6	22,309
	IBC: -95dBm < RSRP		45.3	13,256	59.42	22,309
	IBR: -100dBm < RSRP < -95dBm		16.3	3,770	16.9	22,309 17,026
	In-Vehicle: -108dBm < RSRP < -100dBm		16.5	4,055	18.18	22,309
	Outdoor: -115dBm < RSRP < -108dBm		8.2	470	2.11	22,309

Prediction	Legend	Zone Surface (km²)	% Computation Zone	Population (Population)	Population (%Population)	Population (Population [total])
SC60559C With		37.6612	87.1	21,551	96.6	22,309
	IBC: -95dBm < RSRP		49.9	15,866	71.12	22,309
	IBR: -100dBm < RSRP < -95dBm		15.3	2,727	12.22	22,309 18,593
	In-Vehicle: -108dBm < RSRP < -100dBm		14.1	2,545	11.41	22,309
	Outdoor: -115dBm < RSRP < -108dBm		7.8	413	1.85	22,309

• IBC/IBR Improvement of 1,567 Pops with the addition of SC60559C

SC60559C

SC60559C Standalone Coverage





ARE

T Mobile

Statement of Hammett & Edison, Inc., Consulting Engineers

The firm of Hammett & Edison, Inc., Consulting Engineers, has been retained by Vertical Bridge, a wireless telecommunications facilities provider, to evaluate the T-Mobile West LLC base station (Site No. SC60559C) proposed to be located at 3425 Orange Avenue in Oroville, California, for compliance with appropriate guidelines limiting human exposure to radio frequency ("RF") electromagnetic fields.

Executive Summary

T-Mobile proposes to install antennas on a tall pole, configured to resemble a pine tree, to be sited at 3425 Orange Avenue in Oroville. The proposed operation will comply with the FCC guidelines limiting public exposure to RF energy.

Prevailing Exposure Standard

The U.S. Congress requires that the Federal Communications Commission ("FCC") evaluate its actions for possible significant impact on the environment. A summary of the FCC's exposure limits is shown in Figure 1. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health. The most restrictive limit for exposures of unlimited duration at several wireless service bands are as follows:

Window Coming Don 1	Transmit	"Uncontrolled"	Occupational Limit
Wireless Service Band	Frequency	Public Limit	(5 times Public)
Microwave (point-to-point)	1–80 GHz	1.0 mW/cm^2	5.0 mW/cm^2
Millimeter-wave	24-47	1.0	5.0
Part 15 (WiFi & other unlicensed)	2–6	1.0	5.0
C-Band	3,700 MHz	1.0	5.0
CBRS (Citizens Broadband Radio)	3,550	1.0	5.0
BRS (Broadband Radio)	2,490	1.0	5.0
WCS (Wireless Communication)	2,305	1.0	5.0
AWS (Advanced Wireless)	2,110	1.0	5.0
PCS (Personal Communication)	1,930	1.0	5.0
Cellular	869	0.58	2.9
SMR (Specialized Mobile Radio)	854	0.57	2.85
700 MHz	716	0.48	2.4
600 MHz	617	0.41	2.05
[most restrictive frequency range]	30–300	0.20	1.0

General Facility Requirements

Base stations typically consist of two distinct parts: the electronic transceivers (also called "radios") that are connected to the traditional wired telephone lines, and the antennas that send the wireless signals created by the radios out to be received by individual subscriber units. The transceivers are often located at ground level and are connected to the antennas by coaxial cables. Because of the short wavelength of the frequencies assigned by the FCC for wireless services, the antennas require line-of-sight paths for their signals to propagate well and so are installed at some height above ground. The antennas are designed to concentrate their energy toward the horizon, with very little energy wasted toward the sky or the ground. This means that it is generally not possible for exposure conditions to approach the maximum permissible exposure limits without being physically very near the antennas.

Computer Modeling Method

The FCC provides direction for determining compliance in its Office of Engineering and Technology Bulletin No. 65, "Evaluating Compliance with FCC-Specified Guidelines for Human Exposure to Radio Frequency Radiation," dated August 1997. Figure 2 describes the calculation methodologies, reflecting the facts that a directional antenna's radiation pattern is not fully formed at locations very close by (the "near-field" effect) and that at greater distances the power level from an energy source decreases with the square of the distance from it (the "inverse square law"). This methodology is an industry standard for evaluating RF exposure conditions and has been demonstrated through numerous field tests to be a conservative prediction of exposure levels.

Site and Facility Description

Based upon information provided by T-Mobile, including zoning drawings by Assurance Development, dated October 3, 2023, it is proposed to install ten directional panel antennas – three CommScope Model FFVV-65C-R3-V1, three Ericsson Model AIR6419, and four inactive antennas* for future operation – on a 115-foot pole, configured to resemble a pine tree,† to be sited behind the Orolake Mobile Home Park located at 3425 Orange Avenue in Oroville. The CommScope and Ericsson antennas would employ up to 13° and up to 19° downtilt, respectively, would be mounted at an effective height of about 111 feet above ground, and would be oriented in identical pairs at about 120° spacing, to provide service in all directions. The maximum effective radiated power in any

Foliage atop the pole puts the overall height at about 120 feet.



HAMMETT & EDISON, INC.

^{*} It is recommended that the RF exposure conditions be re-evaluated for compliance with FCC limits at such time as these antennas are to be put into service.

direction would be 35,780 watts, representing simultaneous operation at 14,230 watts for BRS,[‡] 6,200 watts for AWS, 10,860 watts for PCS, 950 watts for 700 MHz, and 3,540 watts for 600 MHz service. Also proposed to be located on the pole, at an effective height of about 111 feet above ground, is a 3-foot microwave "dish" antenna, for interconnection of this site with others in the There are reported no other wireless telecommunications base stations at the site or nearby.

Study Results

For a person anywhere at ground, the maximum RF exposure level due to the proposed T-Mobile operation, including the contribution of the microwave dish, is calculated to be 0.041 mW/cm², which is 5.2% of the applicable public exposure limit. The maximum calculated level at the second-floor elevation of any nearby building is 6.3% of the public exposure limit. It should be noted that these results include several "worst-case" assumptions and therefore are expected to overstate actual power density levels from the proposed operation.

No Recommended Mitigation Measures

Due to their mounting location and height, the T-Mobile antennas would not be accessible to unauthorized persons, and so no measures are necessary to comply with the FCC public exposure guidelines. It is presumed that T-Mobile will, as an FCC licensee, take adequate steps to ensure that its employees or contractors receive appropriate training and comply with FCC occupational exposure guidelines whenever work is required near the antennas themselves.

Conclusion

Based on the information and analysis above, it is the undersigned's professional opinion that operation of the base station proposed by T-Mobile West LLC at 3425 Orange Avenue in Oroville, California, will comply with the prevailing standards for limiting public exposure to radio frequency energy and, therefore, will not for this reason cause a significant impact on the environment. The highest calculated level in publicly accessible areas is much less than the prevailing standards allow for exposures of unlimited duration. This finding is consistent with measurements of actual exposure conditions taken at other operating base stations.

Including the mobile homes located at least 110 feet away, based on the drawings.



T-Mobile reports maximum effective radiated power in this band of 59,310 watts, to which a duty cycle of 75% is applied; a statistical factor of 32% is also included, to account for spatial distribution of served users, based on the United Nations International Telecommunication Union ITU-T Series K, Supplement 16, dated May 20, 2019.

Authorship

The undersigned author of this statement is a qualified Professional Engineer, holding California Registration Nos. E-13026 and M-20676, which expire on June 30, 2025. This work has been carried out under his direction, and all statements are true and correct of his own knowledge except, where noted, when data has been supplied by others, which data he believes to be correct.

November 13, 2023



William F. Hammett, P.E.

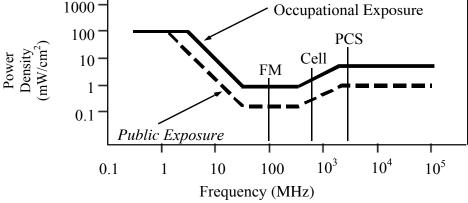
707/996-5200

FCC Radio Frequency Protection Guide

The U.S. Congress required (1996 Telecom Act) the Federal Communications Commission ("FCC") to adopt a nationwide human exposure standard to ensure that its licensees do not, cumulatively, have a significant impact on the environment. The FCC adopted the limits from Report No. 86, "Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields," published in 1986 by the Congressionally chartered National Council on Radiation Protection and Measurements ("NCRP"). Separate limits apply for occupational and public exposure conditions, with the latter limits generally five times more restrictive. The more recent standard, developed by the Institute of Electrical and Electronics Engineers IEEE C95.1-2019, "Safety Levels with Respect to Human Exposure to Electric, Magnetic, and Electromagnetic Fields, 0 Hz to 300 GHz," includes similar limits. These limits apply for continuous exposures from all sources and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

As shown in the table and chart below, separate limits apply for occupational and public exposure conditions, with the latter limits (in *italics* and/or dashed) up to five times more restrictive:

Frequency	Electro	magnetic Fi	ields (f is fr	equency of	emission in	MHz)
Applicable Range (MHz)	Field S	etric trength /m)	Field S	netic trength /m)	Equivalent Power l (mW/	
0.3 - 1.34	614	614	1.63	1.63	100	100
1.34 - 3.0	614	823.8/f	1.63	2.19/f	100	$180/f^2$
3.0 - 30	1842/ f	823.8/f	4.89/ f	2.19/f	$900/ f^2$	$180/f^2$
30 - 300	61.4	27.5	0.163	0.0729	1.0	0.2
300 - 1,500	3.54√f	1.59√f	$\sqrt{f}/106$	$\sqrt{f/238}$	f/300	f/1500
1,500 - 100,000	137	61.4	0.364	0.163	5.0	1.0



Higher levels are allowed for short periods of time, such that total exposure levels averaged over six or thirty minutes, for occupational or public settings, respectively, do not exceed the limits, and higher levels also are allowed for exposures to small areas, such that the spatially averaged levels do not exceed the limits. Hammett & Edison has incorporated **FCC** Office conservative calculation formulas in the of Engineering and Technology Bulletin No. 65 (August 1997) for projecting field levels in a computer program capable of calculating, at thousands of locations on an arbitrary grid, the total expected power density from any number of individual radio frequency sources. The program allows for the inclusion of uneven terrain in the vicinity, as well as any number of nearby buildings of varying heights, to obtain more accurate projections.



RFE.CALC[™] Calculation Methodology

Assessment by Calculation of Compliance with FCC Exposure Guidelines

Hammett & Edison has incorporated the FCC Office of Engineering and Technology Bulletin No. 65 ("OET-65") formulas (see Figure 1) in a computer program that calculates, at millions of locations on a grid, the total expected power density from any number of individual radio frequency sources. The program uses the specific antenna patterns from the manufacturers and allows for the inclusion of uneven terrain in the vicinity, as well as any number of nearby buildings of varying heights, to obtain accurate projections of RF exposure levels. The program can account for spatial-averaging when antenna patterns are sufficiently narrow, and timeaveraging is typically considered when operation is in single-frequency bands, which require time-sharing between the base stat

OET-65 provides this formula for calculating power density in the rai-fred from an individual

RF source:

power density
$$S = \frac{2.56}{\text{m}} \times \frac{2 \times \text{ERP}}{\text{m}} = \frac{1}{10} \frac{\text{mW}}{\text{cm}^2}$$

where ERP = total Effective Radiated Power (all polarizations), in kilowatts,

RFF = three-dimensional relative field factor toward point of calculation, and

D = distance from antenna effective height to point of calculation, in meters.

The factor of 2.56 accounts for the increase in power density due to reflections, assuming a reflection coefficient of 1.6 (1.6 x 1.6 = 2.56). This factor is typically used for all sources unless specific information from FCC filings by the manufacturer indicate that a different reflection coefficient would apply. The factor of 1.64 is the gain of a half-wave dipole relative to an isotropic radiator. The factor of 100 in the numerator converts to the desired units of power density.

Because antennas are not true "point sources," their signal patterns may not be fully formed at close distances and so exposure levels may be lower than otherwise calculated by the formula above. OET-65 recommends the cylindrical model formula below to account for this "near-field effect":

power density
$$S = \theta \times D \times h$$
 $\frac{0.1 \times 16 \times \eta \times P_{net}}{\pi \times h^2}$

where P_{net} = net power in P_{net} to P_{net} at P_{net} at

 θ = half-power beamwidth of anteni

D = distance from antenna effective lculation, in meters, and

h = aperture height of antenna, in m......

The factor of 0.1 in the numerator converts to the desired units of power density.

OET-65 confirms that the "crossover" point between the near- and far-field regions is best determined by finding where the calculations coincide from the two different formulas, and the program uses both formulas to calculate power density.

Vertical Bridge File #: US-CA-5455 Tower Title File #: VTB-150515-C

TOWER TITLE

Tower Title & Closing

18 Imperial Place, Courtyard

Providence, RI 02903

(844) 944-2876



ALTA Commitment For Title Insurance (08-01-2016; Technical Corrections 04-02-18)

COMMITMENT FOR TITLE INSURANCE **ISSUED BY** WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Bv:

Attest

Secretary

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The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. File No.: IC-TWR-133476-C



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE (Adopted 08-01-2016; Technical Corrections 04-02-18)

Transaction Identification Data for reference only:

Issuing Agent: Iron Crest National Title Company

Issuing Office: 750 N. San Vicente Blvd Ste. 800 West West Hollywood, CA 90069

File Number: IC-TWR-133476-C

SCHEDULE A

1. Commitment Date: April 13, 2023 1:41PM

- 2. Policy or Policies to be issued:
 - a. [X] 2006 ALTA Owner's Policy

Proposed Insured: **VB BTS II, LLC**Proposed Policy Amount: **\$250,000.00**

b. [] 2006 ALTA Loan Policy

Proposed Insured:

Proposed Policy Amount:

- The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
- 4. The Title is, at the Commitment Date, vested in: SPP Oroville 3 LLC, a Delaware limited liability company
- 5. The Land is described as follows: See Exhibit "A" attached hereto and made a part hereof

Iron Crest National Title Company

Authorized Signer



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)

EXHIBIT "A"

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27.

EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00' EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NUMBER: 033-390-050

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY A DEED FROM PAUL DOUGLAS BEADLE, TRUSTEE OF THE BEADLE HARBOR IRREVOCABLE TRUST, DATED DECEMBER 1, 2010 DATED JANUARY 13, 2022 AND RECORDED JANUARY 25, 2022 IN INSTRUMENT 2022-0002608 IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA.

Parcel ID: 033-390-050-000

Property Commonly Known as: 3425 Orange Avenue, CA 95966



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)

SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Ground Lease from SPP Oroville 3 LLC, a Delaware limited liability company to VB BTS II, LLC.
- 5. Obtain and File Satisfactory resolution of the following matters:
 - a. Type of Tax: County

For the period: 2022

In the amount of: \$22,800.74

Tax parcel ID: 033-390-050-000

Date Due: First Installment of \$11,400.37 is paid; Second Installment of \$11,400.37 is paid.

Interest and penalties may accrue.

- b. Subject to review of current survey of tower site and easements prior to issuance of policy.
- c. Deed of Trust in the amount of \$3,672,500.00 between SPP Oroville 3 LLC, a Delaware limited liability company (borrower); Five Star Bank (lender); and Old Republic National Title Insurance Company (trustee) dated December 27, 2021 and recorded January 25, 2022 in (instrument) 2022-0002609 in Butte County, California.

Affected by a(n) Assignment of Rents between SPP Oroville 3 LLC, a Delaware limited liability company and Five Star Bank, dated December 27, 2021 and recorded January 25, 2022 in (instrument) 2022-0002610 in Butte County, California.

d. WITH RESPECT TO SPP Oroville 3 LLC, a Delaware limited liability company (hereinafter referred to as LLC), THE FOLLOWING MUST BE SUBMITTED:

A) A copy of:



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE (Adopted 08-01-2016; Technical Corrections 04-02-18)

- 1. the Articles of Organization,
- 2. written Operating Agreement and all amendments thereto,
- 3. current membership roster, and
- 4. a certificate of good standing (or current registration) of LLC.
- B) Unless the deed, mortgage/deed of trust and/or other encumbrance instrument(s) is/are executed by all Members, the Company must be furnished a Resolution of all Members of the LLC approving the transaction and ratifying and confirming action taken or to be taken by the Manager(s) or Managing Member(s).
- C) In lieu of A and B above, certification by LLC's attorney that LLC is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are pursuant to the terms of its operating agreement.
- D) Execution of any recordable document (also any Company affidavit, cover sheet, or other executed document), must include proper state of formation; and, if applicable, correctly reflect any mergers, name changes, erroneous names used or variations in title.
- e. Ground Lease from SPP Oroville 3 LLC, a Delaware limited liability company to VB BTS II, LLC.
- f. Marital status of individual(s) must be disclosed and, for each married individual, the non-vested spouse must join in the transaction document.
- g. Review of as-built survey confirming that the erected tower does not encroach upon the Easement Deed between Paul Douglas Beadle, as Trustee of the Beadle Harbor Irrevocable Trust, dated December 1, 2010 and Pacific Gas and Electric Company, a California corporation dated May 20, 2016 and recorded June 6, 2016 in (instrument) 2019-0020337.



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of Land or which may be asserted by persons in possession thereof.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under (a),(b) or (c) are shown in the public records.
- Taxes and assessments for the year and all subsequent years are a lien but not yet due and payable.
- 5. Any and all matters disclosed on the map entitled "Record of Survey" dated August 22, 1963 and recorded September 25, 1963 in (book) 29 (page) 27, in Butte County, California.
- 6. Easement Deed between Paul Douglas Beadle, as Trustee of the Beadle Harbor Irrevocable Trust, dated December 1, 2010; and Pacific Gas and Electric Company, a California corporation, dated May 20, 2016 and recorded June 6, 2016 in (instrument) 2016-0020337, in Butte County, California.
- 7. Rights of fee simple owners in and to the subject property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)

CHAIN OF TITLE

(FOR INFORMATIONAL PURPOSES ONLY)

DEED TYPE: GRANT DEED

GRANTORS: PAUL DOUGLAS BEADLE, TRUSTEE OF THE BEADLE HARBOR IRREVOCABLE TRUST, DATED

DECEMBER 1, 2010

GRANTEES: SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY

BOOK: N/A N/A PAGE: DATED: JANUARY 13, 2022

INSTRUMENT: 2022-0002608 RECORDED DATE: JANUARY 25, 2022

CONSIDERATION: \$0.00

DEED TYPE: GRANT DEED

GRANTORS: PAUL DOUGLAS BEADLE, AS TRUSTEE OF WINDSHIP, THAT UNINCORPORATED BUSINESS

ORGANIZATION DATED MARCH 20, 1992

GRANTEES: PAUL DOUGLAS BEADLE, AS TRUSTEE FOR BEADLE HARBOR IRREVOCABLE TRUST, DATED

DECEMBER 1, 2010

BOOK: N/A N/A PAGE: DATED: APRIL 18, 2011

INSTRUMENT: 2011-0012817 RECORDED DATE: APRIL 18, 2011

CONSIDERATION: \$0.00

DEED TYPE: DEED IN LIEU OF FORECLOSURE

GRANTORS: GERALD V. HANSEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

GRANTEES: WINDSHIP, THAT UNINCORPORATED BUSINESS ORGANIZATION DATED MARCH 20, 1992, PAUL

DOUGLAS BEADLE AS TRUSTEE

BOOK: N/A N/A PAGE: DATED: MAY 4, 1998

INSTRUMENT: 2000-0019501 RECORDED DATE: MAY 29, 2000

CONSIDERATION: \$0.00

DEED TYPE: INTERSPOUSAL TRANSFER GRANT DEED

GRANTORS: PATRICIA L. HANSEN, A MARRIED WOMAN AND SPOUSE OF THE GRANTEE GRANTEES: GERALD V. HANSEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

BOOK: N/A N/A PAGE: DATED: MAY 21, 1992

INSTRUMENT: 92-023262 RECORDED DATE: MAY 27, 1992



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE (Adopted 08-01-2016; Technical Corrections 04-02-18)

CONSIDERATION: \$0.00

DEED TYPE: GRANT DEED

GRANTORS: PAUL D. BEADLE AND PATRICIA K. BEADLE, HUSBAND AND WIFE

GRANTEES: GERALD V. HANSEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

BOOK: N/A N/A PAGE: DATED: MAY 21, 1992

INSTRUMENT: 92-023261 RECORDED DATE: MAY 27, 1992

CONSIDERATION: \$0.00

DEED TYPE: QUIT CLAIM DEED

GRANTORS: STEVEN L. MCMILLAN, CAROLYN L. MCMILLAN, PAUL D. BEADLE, PATRICIA K. BEADLE, MICHAEL D. BEADLE, LORINDA H. BEADLE ALSO KNOWN AS LORINDA BEADLE, MARVIN D. BOTTUM, JR., CHERYL A.

BOTTUM, DAVID COLEMAN BEADLE

GRANTEES: GERALD V. HANSEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

BOOK: N/A N/A PAGE: DATED: MAY 21, 1992

INSTRUMENT: 92-023260 RECORDED DATE: MAY 27, 1992

CONSIDERATION: \$0.00

DEED TYPE: GRANT DEED

GRANTORS: STEVEN L. MCMILLAN AS TRUSTEE FOR NATIONAL DEVELOPMENT, AS TRUSTEE FOR D. B.

ENTERPRISES, THAT UNINCORPORATED BUSINESS ORGANIZATION DATED MARCH 20, 1992

GRANTEES: PAUL DOUGLAS BEADLE, AS TRUSTEE FOR WINDSHIP, THAT UNINCORPORATED BUSINESS

ORGANIZATION DATED MARCH 20, 1992

BOOK: N/A N/A PAGE: DATED: MAY 5, 1992

INSTRUMENT: 92-023259 RECORDED DATE: MAY 27, 1992

CONSIDERATION: \$0.00

DEED TYPE: GRANT DEED

GRANTORS: PAUL D. BEADLE AND PATRICIA K. BEADLE, HUSBAND AND WIFE

GRANTEES: STEVEN L. MCMILLAN AS TRUSTEE FOR NATIONAL DEVELOPMENT, AS TRUSTEE FOR D. B.

ENTERPRISES, THAT UNINCORPORATED BUSINESS ORGANIZATION DATED MARCH 20, 1992

BOOK: N/A N/A PAGE: DATED: MAY 4, 1992

INSTRUMENT: 92-021254 RECORDED DATE: MAY 14, 1992



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE (Adopted 08-01-2016; Technical Corrections 04-02-18)

CONSIDERATION: \$0.00

DEED TYPE: GRANT DEED

GRANTORS: PHYLLIS MILLER, AS HER SEPARATE PROPERTY

GRANTEES: PAUL D. BEADLE AND PATRICIA K. BEADLE, HUSBAND AND WIFE

BOOK: N/A N/A PAGE: DATED: JUNE 5, 1990

INSTRUMENT: 90-023675 RECORDED DATE: JUNE 7, 1990

CONSIDERATION: \$0.00



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions:
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; and
 - (f) Schedule B, Part II Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements:
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.



WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE (Adopted 08-01-2016; Technical Corrections 04-02-18)

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. INTENTIONALLY OMITTED



2022-0002608

Item 1.

Old Republic Title Company

RECORDING REQUESTED BY:

Escrow No.: 0114002625

APN: 033-390-050 , 033-390-049

When Recorded Mail Document and Tax Statements to:

SPP OROVILLE 3 LLC, a Delaware Limited Liability

Company

88 Aspen Glen Court Edwards, CO 81632

| REC FEE Recorded Official Records TAX MONUMENT PRESE 10.00

2007.50

County of Butte

CANDACE J. GRUBBS County Clerk-Recorder

11:39AM 25-Jan-2022 | Page 1 of 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$2,007.50

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale

() Unincorporated area:

(X) City of Oroville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Paul Douglas Beadle, Trustee of the Beadle Harbor Irrevocable Trust, dated December 1, 2010

hereby GRANT(S) to

SPP OROVILLE 3 LLC, a Delaware Limited Liability Company

that property in City of Oroville, Butte County, State of California, described as:

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date:

January 13, 2022

the Beadle Harbor Irrevocable Trust, dated December 1,

2010

Paul Douglas Beadle, Trustee

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 ofCounty of	
Orc. Anuma J 20, 2022 before me, NORA SCHERER appeared PAUL DOUGLAS BEADLE	a Notary Public, personally
proved to me on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/they executed the that by his/her/their signature(s) on the instrument the person(s), or executed the instrument.	n(s) whose name(s) is/are subscribed to the within same in his/her/their authorized capacity(ies), and
I certify under PENALTY OF PERJURY under the laws of the State of correct.	California that the foregoing paragraph is true and
WITNESS my hand) and official seal. Signature: Name: \[\text{VORA} \text{SCHERER} \] (Typed or Printed)	NORA SCHERER Notary Public - State of Utah Comm. No. 711943 My Commission Expires on May 7, 2024

Order No.: 00269334-005

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-049

PARCEL II:

PARCELS 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27.

EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-050

RECORDING REQUESTED BY:

Paul D. Bedla, Teust De

WHEN RECORDED MAIL TO:

Beadle HARbor Terewoodbletend 567 Lambert DR. OREM, UT 54097

MAIL TAX STATEMENTS TO:

Above

2011-0012817 hem 1.

Recorded | Official Records | County of |

REC FEE 20.00 HONUMENT PRESE 10.00

County of Butte CANDACE J. GRUBBS County Clerk-Recorder

10:57A% 18-Apr-2011 | Page 1 of 3

THIS SPACE FOR RECORDERS USE ONLY

GRANT DEED

Document Title(s)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

WHEN RECORDED MAIL TO:	DOCUMENTARY TRANSFER TAX \$
Beadle Harbor Irrevocable Trust	Computed on the consideration of value of property conveyed or
567 Lambert Dr. Orem, UT 84097	Computed on the consideration or value less liens or encumbrances
APN: 033-390-049 & 050	TRANSFER TO TRUST FOR BENEFIT OF GRANTOR
GR	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of v	which is hereby acknowledged,
PAUL DOUGLAS BEADLE, as Trustee for WING 1992,	DSHIP, that unincorporated business organization dated March 20,
Hereby, GRANT(S) to	
PAUL DOUGLAS BEADLE, as Trustee for BEA	DLE HARBOR IRREVOCABLE TRUST, dated December 1, 2010
PARCELS 1 AND 3 AS SHOWN ON THAT CERT. QUARTER OF SECTION 9, TOWNSHIP 19 NOR	County of Butte, State of California, described as: TAIN RECORD OF SURVEY MAP OF A POPRTION OF THE SOUTHWEST RTH, RANGE 4 EAST, M.D.B. & m., RECORDED IN THE OFFICE OF THE RE OF CALIFORNIA, ON SEPTEMBER 25, 1963 OF MAPS, AT PAGE 27.
Dated: 41811	-Tul straples And from
On	
Before me, the Undersigned, a Notary Public in and for S	Sald State,
personally appeared	
personally known to me (or proved to me on the basis of	of satisfactory
evidence) to be the person(s) whose name(s) is/are sub-	scribed to the
within instrument and acknowledged to me that he/she	_
WITNESS my hand and official seal.	SER ATTACHED

Signature ____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

DUANE F. HALEY COMM. #1752073 NOTARY PUBLIC - CALFORMAS SUTTER COUNTY Ny Comm. Expires Asse 27, 2011	ho proved to me on the basis of satisfactory vidence to be the person(s) whose name(s) (s) are ubscribed to the within instrument and acknowledged me that he she/they executed the same in sher/their authorized capacity(iee), and that by sher/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the erson(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the ws of the State of California that the foregoing aragraph is true and correct.
personally appeared where the personal	ho proved to me on the basis of satisfactory vidence to be the person(s) whose name(s) (s) are ubscribed to the within instrument and acknowledged me that he she/they executed the same in sher/their authorized capacity(iee), and that by sher/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the erson(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the ws of the State of California that the foregoing aragraph is true and correct.
DUANE F. HALEY COMM. #1752073 NOTARY PUBLIC - CALFORMAS SUTTER COUNTY Ny Comm. Expires June 27, 2011	ho proved to me on the basis of satisfactory vidence to be the person(s) whose name(s) (s) are ubscribed to the within instrument and acknowledged me that he she/they executed the same in she/their authorized capacity(iee), and that by she/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the erson(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the way of the State of California that the foregoing aragraph is true and correct.
DUANE F. HALEY DUANE F. HALEY COMM. #1752073 NOTARY PUBLIC - CALFORMA SUTTER COUNTY Ny Comm. Expires June 27, 2011	vidence to be the person(s) whose name(s) (s) are ubscribed to the within instrument and acknowledged me that he she/they executed the same in sher/their authorized capacity(iee), and that by sher/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the erson(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the ws of the State of California that the foregoing aragraph is true and correct.
μa	
Place Notary Seal and/or Stamp Above ORTION	ignature: Signature of Notary Public
Though the information below is not required by law, it and could prevent fraudulent removal and re	may prove valuable to persons relying on the document eattachment of this form to another document.
Description of Attached Document	~ <i>1</i>
Title or Type of Document:	Deed
Document Date: 418	Number of Pages:
Signer(s) Other Than Named Above:	J/A
Capacity(ies) Claimed by Signer(s)	•
Signer's Name:	· · · · · · · · · · · · · · · · · · ·
☐ Corporate Officer — Title(s):	☐ Corporate Officer Title(s):
Individual RIGHT THUMBPRINT OF SIGNER	☐ Individual RIGHT THUMBPRINT OF SIGNER
☐ Partner — ☐ Limited ☐ General Top of thumb here	☐ Partner — ☐ Limited ☐ General Top of thumb here
☐ Attorney in Fact ☐ Trustee	Attorney in Fact
☐ Guardian or Conservator	☐ Trustee
☐ Other:	☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

13.00

Recorded REC FEE Official Records County Of BUTTE COMPLETE THIS INFORMATION: **RECORDING REQUESTED BY:** CANDACE J. GRUBBS Recorder ROSEMARY DICKSON Assistant Vickie 09:12AM 26-May-2000 Page 1 of 3 AND WHEN RECORDED MAIL TO: WINDSHIP UBO 3070 CAMINITO AVE THIS SPACE FOR RECORDERS USE ONLY **DEED IN LIEU OF FORECLOSURE** The undersigned grantor declares: 1. The grantee herein was the beneficiary. 2. The amount of the unpaid debt together with costs was 3. The amount paid by the grantee over and above the unpaid debt _____ _ _ _ _ 4. The documentary transfer tax is_ 5. Said property is in unincorporated area City of Opoville

WHEN RECORDED MAIL TO:

Paul D. Beadle Trustee Winship UBO 3070 Caminito Ave. Yuba City, CA 95991

The undersigned grantor declares:

CITY TRANSFER TAX IS: \$___-0-_ DOCUMENTARY TRANSER TAX IS: \$___

___Computed on the consideration or value of property conveyed; or

X_Computed on the consideration or value less liens or encumbrances remaining at the time of sale.

A. P. # 033-39-0-049-0 and 033-39-0-050-0

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gerald V. Hansen, a married man as his sole and separate property

hereby GRANTS to WINDSHIP, that unincorporated business

organization dated March 20, 1992, Paul Douglas Beadle

the real property in the City of Oroville
County of Butte

, State of California, described as

Gerald V. Hansen

Parcels 1 and 3, as shown on that certain record of survey map, recorded in the office of the recorder of the County of Butte, State of California, on September 25, 1963, in Book 29 of Maps, at Page 27.

Date 5-4-98

STATE OF CALIFORNIA COUNTY OF ~~~~

On man 4,1996

before me, the undersigned, a Notary Public in and for said State, personally appeared GERALD V. HANSEN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature Wheling 1 tredered.

WILLIAM R. FREDERICKS
Comm. # 1129706
NOTARY PUBLIC - CALIFORNIA
Nova County
My Comm. Expires My Adoby 95.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of NAME	} ss.
	Name(s) of Signer(s) William R Free Ser: chr Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)
	□ personally known to me □ proved to me on the basis of satisfactor evidence
WILLIAM R. FREDERICKS COMM. # 1129706 MOTARY PUBLIC - CALIFORNIA Napa County My Comm. Expires May 5, 2001	to be the person(s) whose name(s) is an subscribed to the within instrument an acknowledged to me that he/she/they execute the same in his/her/their authorize capacity(ies), and that by his/her/the signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
Place Notary Seal Above	Signature of Notary Public TIONAL
Though the information below is not required by law and could prevent fraudulent removal and	It may prove valuable to persons relying on the document of reattachment of this form to another document.
Document Date: 5-4-9 J	Number of Pages:/
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Circuit Named Above:	
☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	RIGHT THUMBPRIN OF SIGNER Top of thumb here
☐ Other:Signer Is Representing:	

Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Order No. 126605 Escrow No. 759321

WHEN RECORDED MAIL TO Gerald V. Hansen 4897 Dry Creek Road Napa, California 94558 92-023262; Check

5.00 5.00

Recorded Official Records County of Butte Candace J. Grubbs Recorder 11:37am 27-May-92

PUBL. XX

MAIL TAX STATEMENTS TO:

same as above

0.00 **DOCUMENTARY TRANSFER TAX \$**

Computed on the consideration or value of property conveyed, OR Computed on the consideration or value less liens or encumbrances remaining at time of sale.

XX. is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

the undersigned grantor Signature of declaring grantor or grantee

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A § 1 et seq.)

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation Code and Granter(s) has (have) checked the applicable exclusion from reappraisal

- 👉 A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a kustee of such a trust to the spouse of the trustor.
- 1) A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or
- IX A creation, transfer, or termination, solely between spouses, of any co-owner's interest
- 11 The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patricia L. Hansen, a married woman and spouse of the grantee

hereby GRANT(S) to

separate property Gerald V. Hansen, a married man as his sole and

, County of Butte the real property in the City of Orovi1/1e State of California, described as Parcels 1 and 3, as shown on that certain record of survey map, recorded in the office of the recorder of the County of Butte, State of California, on September 25, 1963, in Book 29 of Maps, at Page 27.

IT IS THE EXPRESS INTENT OF THE GRANTOR, BEING THE SPOUSE OF THE GRANTEE TO CONVEY ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR, COMMUNITY OR OTHERWISE, IN AND TO THE HEREIN DESCRIBED PROPERTY TO THE GRANTEE AS HIS SOLE AND SEPARATE PROPERTY.

May 21, 1992 Dated

STATE OF CALIFORNIA COUNTY OF CONTRA COSTA

May 21, 1992

WITNESS my b

before melithe undersigned a Notary Public in and for said State, per sonatly appeared

Patricia L. Hansen

personally known to me not proved to me on the basis of satisfactory evidence to be the persons cwhose names us are subsented to the within instrument and acknowledged to me that he she they exeruted

MAIL TAX STATEMENTS AS DIRECTED ABOVE **END OF DOCUMENT** $^{0.04}$ (5-6.4)

70

Order No 126605 Escrow No 759321 Loan No

WHEN RECORDED MAIL TO Mr. Gerald V. Hansen 4897 Dry Dreek Road Napa, CA 94558

92-023261

Rec Fee 5.00 DOC 373.45 Check 378.45

Recorded Official Records County of Butte

Candace J. Grubbs Recorder 11:37am 27-Hay-92 |

PUBL XX

MAIL TAX STATEMENTS TO

same as above

The undersigned granter(s) declare(s):

CITY TRANSFER TAX IS. \$ ___ DOCUMENTARY TRANSFER TAX IS: \$ 37 3.45 SURVEY MONUMENT PRESERVATION FUND IS. \$

. Computed on the consideration or value of properly conveyed, OR XX. Computed on the consideration or value less tiens or encumbrances remaining at time of sale.

A P # 033-39-0-049-0 and 033-39-0-050-0

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Paul D. Beadle and Patricia K. Beadle, husband and wife

hereby GRANT(S) to

Gerald V. Hansen, a married man as his sole and separate property

the real property in the City of Oroville County of Butte

. State of California, described as

Parcels 1 and 3, as shown on that certain record of survey map, recorded in the office of the recorder of the County of Butte, State of California, on September 25, 1963, in Book

29 of Maps, at Page 27.

Dated ilay 21, 1992

STATE OF CALIFORNIA COUNTY OF ____ Sutter May 21, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared _ Paul D. Beadle and Patricia K. Beadle

personally known to me (or 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

WITNESS my hand and official seal

Paul Dy Beadle Beadle



(This area for official notarial seat)

Item 1.

Order No. 126605 Escrow No. 759321

Loan No.

WHEN RECORDED MAIL TO Mr. Gerald V. hansen 4897 Dry Creek Road Napa, CA 94558

92-023260

Check

14.00 14.00

Recorded Official Records County of Butte Candace J. Grubbs Recorder 11:37am 27-May-92 |

PUBL

XX

MAIL TAX STATEMENTS TO

same as above

..... Computed on the consideration or value of property conveyed; OR Computed on the consideration or value less liens or encumbrances remaining at time of sale.

the undersigned grantors
Signature of Declarant or Agent determining tax Firm Name

NO CONSIDERATION PASSED. DEED BEING GIVEN TO CLEAR ANY POSSIBLE INTEREST OF THE GRANTORS.

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to Gerald V. Hansen, a married man as his sole and separate

the real property in the City of Oroville County of Butte

of California, described as

Parcels 1 and 3, as shown on that certain record of survey map, recorded in the office of the recorder of the County f Butte, State of California, on September 25, 1963 in Book 29 of maps, at Page 27.

ACCOMMODATION RECORDING

THIS MISTRUMENT FRED BY FIRST AMERICAN TITLE GUARANTY COMPANY AS AN ACCOMMO-DATION ONLY IT HAS NOT BEEN EXAMINED A3 TO ITS EXECUTION AND NO LIABILITY IS ASSUMED AS TO ITS EFFECT UPON THE TITLE

PART HEREOF.

May 21, 1992 Dated

COUNTY OF

On

before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or 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

WITNESS my hand and official seaf

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A

PART HEREOF FOR SIGNATURE PAGE CONTAINING ALL SIGNATURES OF GRANTORS HEREIN AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A

1085 (6/82)

92-23260

State of California)
) ss.
County of Sutter)

On May 21, 1992 before me, J. A. Wilson, personally appeared:

Steven L. McMillan
Carolyn L. McMillan
Paul D. Beadle
Patricia K. Beadle
Michael D. Beadle
Lorinda H. Beadle also known as Lorinda Beadle
Marvin D. Bottum, Jr.
Cheryl A. Bottum
David Coleman Beadle

personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same in their authorized capacities and that their signatures on the instrument the persons or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



92-23260

EXHIBIT "A" TO THAT CERTAIN GRANT DEED DATED MAY 21, 1992 FROM THE NAMES SHOWN HEREIN TO GERALD V. HANSEN DESCRIBING THAT CERTAIN PROPERTY COMMONLY KNOWN AS ASSESSOR'S PARCEL NUMBERS 033-39-0-049-0 AND 033-39-0-050-0.

STEVEN L. MCMILLAN AND CAROLYN I. MCMILLAN HUSBAND AND WIFE; STEVEN L. MCMILLAN AND CAROLYN L. MCMILLAN ON BEHALF OF NATIONAL

STEVEN L. MCMILLAN AND CAROLYN L. MCMILLAN ON BEHALF ENTERPRISES AN UNINCORPORATED BUSINESS ORGANIZATION;

STEVEN L. MCMILLAN AND CAROLYN L. MCMILLAN ON BEHALF OF WINDSHIP AN UNINCORPORATED BUSINESS ORGANIZATION;

PAUL D. BEADLE AND PATRICIA K. BEADLE ON BEHALR OF D. E. ENTERPRISES AN UNINCORPORATED BUSINESS ORGANIZATION;

PAUL D. BEADLE AND PATRICIA K. BEADLE ON BEHALF OF WINDSHIP AN UNINCORPORATED BUSINESS ORGANIZATION;

MICHAEL D. BEADLE AND LORINDA BEADLE HUSBAND AND WIFE;

MICHAEL D. BEADLE AND LORINDA BEADLE ON BEHALF OF D.B. ENTERPRISES AN UNINCORPORATED BUSINESS ORGANIZATION;

MICHAEL D. BEADLE AND LORINDA BEADLE ON BEHALF OF WINDSHIP AN UNINCORPORATED BUSINESS ORGANIZATION

MARVIN D. BOTTUM JR. AND CHERVL A. BOTTUM, HUSBAND AND WIFE;
MARVIN D. BOTTUM, JR. ON BEHALF OF D.B. ENTERPRISES AN
UNINCORPORATED BUSINESS ORGANIZATION;

DAVID COLEMAN BEADLE AN UNMARRIED MAN;
DAVID COLEMAN BEADLE ON BEHALF OF WINDSHIP AN UNINCORPORATED BUSINESS ORGANIZATION

PAUL D. BEADLE AND PATRICIA K. BEADLE, TRUSTEES OF THE BEADLE FAMILY TRUST DATED 4 40/1952

EXHIBIT "B" TO THAT CERTAIN GRANT DEED DATED MAY 21, 1992 FROM THE NAMES SHOWN HEREIN TO GERALD V. HANSEN DESCRIBING THAT CERTAIN PROPERTY COMMONLY KNOWN AS ASSESSOR'S PARCEL NUMBERS 033-39-0-049-0 AND 033-3/9-0-050-0. NATIONAL DEVELOPMENT D.B. ENTERPRISES, AN UNINCORPORATED BUSINESS ORGANIZATION PATRICIA K. BEADLE, ITS: MICHAEL D. BEADLE, ITS: MARVIN D. BOTTUM, JR., ITS: 1 Dellum AN UNINCORPORATED BUSINESS ORGANIZATION DAVID COLEMAN BEADLE, INC. Paul D. Beadle, Trustee X & Branda H Sendle L'michaelogualie STĚVĚN L. MCMILLIAN

END OF DOCUMENT

Order No Escrow No Loan No

WHEN RECORDED MAIL TO

WINSHIP an UBO 595 Winship Road Yuba City, California 92-023259

Rec Fee

5.00 5.00

Recorded Official Records County of Butte

Candace J. Grubbs Recorder

11:37am 27-May-92 |

PUBL XX

MAIL TAX STATEMENTS TO

DOCUMENTARY TRANSFER TAX \$.....NOME

Computed on the consideration or value of property conveyed, OR Computed on the consideration or value less liens or encumbrances

Same As Above

AP No.033-390-049 & 050

TRANSFER TO TOUST FOR BENEFIT OF GRANTOR

GRANT DEED

FOR A VALUABLE VERNSIDERATION LIAN BE TYPES TO PERSON ATTIONAL DEVELOPMENT, as Trustee for D. B. ENTERPRISES, that unincorporated business organization dated March 20, 1992.

hereby GRANT(S) to PAUL DOUGLAS BEADLE, as Trustee for WINSHIP, that unincorporated business organization dated March 20, 1992.

the real property in the City of County of Butte

Oroville

State of Salifornia, described as

PARCELS 1 AND 3 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963 IN BOOK 29 OF MAPS, AT PAGE 27.

ACCOMMODATION RECORDING

THIS INSTRUMENT FILED BY FIRST AMERICAN TITLE GUARANTY COMPANY AS AN ACCOMMO-BITTON ONLY, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION AND NO LIABILITY IS ASSUMED AS TO ITS EFFECT UPON THE TITLE.

MAY 5, 1992

STATE OF CALIFORNIA Guba

before me, the undersigned, a Notary Public in and for said State, personally appeared STELEN L. M-Millan

STEVEN L. MCMILLAN as trustee for NATIONAL DEVELOPMENT, as trustee for D. B. ENTERPRISES, that unincorporated business organization dated March 20,1992

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(c) is/are subscribed to the within instrument and acknowledged to me that he she, they executed

WITNESS my hand and official seal

OFFICIAL NOTARY SEAL BILLIE R SINGLE otary Public — California YUBA COUNTY My Comm Expres AUG 16,1995

clinis area for official notatial seals

Order No Escrow No. Loan No

WHEN RECORDED MAIL TO

D. B. Enterprises an UBO 595 Winship Road Yuba City, California 95991

92-021254

5.00 5,00

Recorded Official Records County of Butte Candace J. Grubbe

Recorder 9:17am 14-Hay-92 |

PUBL.

MAIL TAX STATEMENTS TO:

Same As Above

Computed on the consideration or value of property conveyed, OR Computed on the consideration or value less tiens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax. Firm Name

AP NO.033-390-049 & 050

TRANSFER TO TRUST FOR BENEFIT OF GRANTOR

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAUL D. BEADLE and PATRICIA K. BEADLE, HUSBAND AND WIFE

hereby GRANT(S) to

County of

STEVEN L. MCMILLAN as trustee for NATIONAL DEVELOPMENT, trustee for D. B. ENTERPRISES, that unincorporated business organization dated March 20, 1992.

the real property in the City of

Butte

Oroville

State of California, described as

PARCELS 1 AND 3 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963 IN BOOK 29 OF MAPS, AT PAGE 27.

May 4, 1992 Dated

STATE OF CALIFORNIA SULLER May 4, 1992

189

before me, the undersagned a Notary Public in and for said State, per-PATRICIA K. BEADLE

MAIL TAX STATEMENTS AS OfficiaLD ABOVE

sonaBy appeared Paul D. Bendle and Patricia K. Beadle

personally known to an tory way a variable back a warmy

XXXXXXX to go the person(s) where name(s) evare subscribed to the within instrument and acknowledged to me that he/she/they executed

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END OF DOCUMENT 1678(3)

JEH Y 14, 1995

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	Title Order No. 5-149158 Escrow Order No. 571891 b AND WHEN RECORDED MAIL TO	Official Records	Total 151	. 30
1413 6	PAUL D. BEADLE AND PATRICIA K. BEADLE	Butte Candace J. Grubbs	i !	
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	AP# 033-390-049 & 050	Grant Deed	LINE FOR RECORDER'S U	Section State of the Alberta
• •			<u></u>	S 455 4 7 7 74
ALL	The undersigned grantor(s) declar Documentary transfer tax is \$ 146 (X) computed on full value less v remaining at time of sale (X) City of OROVILLE, and	. 30	inces	TRANSFER TAX PAID
	FOR A VALUABLE CONSIDERATION, rec		knowledged	
	PHYLLIS MILLER, AS HER SEPARATE F	ROPERTY		
	hereby GRANT(S) to PAUL D. BEADLE	AND PATRICIA K. BEADLE, H	HUSBAND AND WIFE	
	the following described real propof California:	perty in the city of QROVIL	LE County of BUTTE	, State
			\Rightarrow	
_	PARCELS 1 AND 3 AS SHOWN ON THAT SOUTHWEST QUARTER OF SECTION 9, IN THE OFFICE OF THE RECORDER OF SEPTEMBER 25, 1963 IN BOOK 29 OF	TOWNSHIP 19 NORTH, RANGE 4 THE COUNTY OF BUTTE, STATE	EAST. M.U.B. & M.,	KECOKDED
				į
	Dated: JUNE 5, 1990			
		Ω / B	Li Miller	
	STATE OF CALIFORNIA COUNTY OF Sutter On June 6, 1990	SS. PHYLLIS MILL	ER Milles	<u>. </u>
	me, the undersigned, a Notary Public in a personally appeared Phyllis Miller	nd for said State,	OFFICIAL SEAL LESLYE S. RAMREY	-c4
	personally known to me or proved to me of	the basis of sat-	HOTARY PUBLIC CALIFORNIA SUTTER COUNTY	§
	icfnerory evidence to be the personwhose	name 15.	y Commission Expires Sept. 29, 19	23 E
	subscribed to the within instrument a that she executed the same.	nd ucknowledged	*	
	WITNESS my hund and official seal.			
	1 Kinhan O'Ka	MOLLY	(This area for official notarial	sent)
	Signature 1	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		

2022-0002609

Item 1.

0.00

RECORDING REQUESTED BY
Bidwell Title & Escrow Company
AND WHEN RECORDED MAIL TO

Name FIVE STAR BANK
Street
Address
LOAN SERVICING

3100 ZINFANDEL DRIVE #100
City, State RANCHO CORDOVA, CA 95670

Order No. 00269334-005

Recorded | REC FEE
Official Records |

cial Records |
County of | SB2 TAX EXEMPT

Butte | CANDACE J. GRUBBS | County Clerk-Recorder|

WS

11:39AM 25-Jan-2022 | Page 1 of 14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

Document Title(s)

TRUSTOR'S NAME:

SPP Oroville 3 LLC, a Delaware Limited Liability Company

TRUSTOR'S ADDRESS: 88 Aspen Glen Court, Edwards, CO 81632

LEGAL DESCRIPTION PER EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART, EACH OF WHICH INDEPENDENTLY SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

DEED OF TRUST

THIS DEED OF TRUST is dated December 27, 2021, among SPP OROVILLE 3 LLC, a Delaware Limited Liability Company, whose address is 88 Aspen Glen Court, Edwards, CO 81632 ("Trustor"); Five Star Bank, whose address is Rancho Cordova Office, 3100 Zinfandel Drive #100, Rancho Cordova CA 95670 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Old Republic National Title Insurance Company, whose address is 500 Wall Street, Chico, CA 95928 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals oil, gas, geothermal and similar matters, (the "Real Property") located in Butte County, State of California: Per Exhibit A Hitched West's

Parcels 1 and 3 as shown on that certain Record of Survey, in the City of Oroville, County of Butte, State of California, according to the map thereof recorded September 25, 1963 in Book 29, Page 27 of Maps, in the Office of the County Recorder of said County.

The Real Property or its address is commonly known as 3425 Orange Avenue, Oroville, CA 95966. The Assessor's Parcel Number for the Real Property is 033-390-049-000, 033-390-050-000.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (b) proceed against any person, including Borrower, before proceeding against Trustor; (c) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the Indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the Indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (j) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Trustor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Deed of Trust or on the Indebtedness; or (m) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the

Page 2

DEED OF TRUST (Continued)

Indebtedness is due and any change in the interest rate.

Loan No: 12318458

Trustor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Trustor's rights of subrogation and reimbursement against Borrower by the operation of Section 580d of the California Code of Civil Procedure, or otherwise.

Trustor waives all rights and defenses that Trustor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Trustor without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower: (A) The amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (B) Lender may collect from Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Trustor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Trustor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Trustor acknowledges that Trustor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Trustor further understands and agrees that this Deed of Trust is a separate and independent contract between Trustor and Lender, given for full and ample consideration, and is enforceable on its own terms. Until all Indebtedness is paid in full, Trustor waives any right to enforce any remedy Trustor may have against Borrower's or any other guarantor, surety, or other person, and further, Trustor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Rroperty.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance

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during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Trustor shall procure and maintain policies of fire insurance with standard extended coverage Maintenance of Insurance. endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$25,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust,

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then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a

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part of this Deed of Trust:

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Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Trustor pay all the Indebtedness when due and Trustor otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option; shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Trustor's property or Borrower's ability to repay the Indebtedness or Borrower's or Trustor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Trustor's existence as a going business or the death of any member, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture

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proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Trustor under the terms of any other agreement between Borrower or Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Truste, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Borrower or Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean

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notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to self all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public: (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Butte County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

DISPUTE RESOLUTION. Trustor and Beneficiary desire to resolve quickly and efficiently any disputes that might arise between them. For any controversy, claim or judicial action arising from or relating to this Deed of Trust, any Related Documents or any related transaction or conduct, whether sounding in contract, tort or otherwise:

Judicial Reference. Where an action is pending before a court of any judicial district of the State of California, Trustor and Beneficiary shall each have the right to require that all questions of fact or law be submitted to general reference pursuant to California Code of Civil Procedure Section 638 et seq., and any successor statutes thereto.

- (1) A single referee who is a retired superior court judge shall be appointed by the court pursuant to Code of Civil Procedure 640 and shall preside over the reference proceeding. If Trustor and Beneficiary do not agree upon the referee, each of them may submit to the court up to three nominees who are retired superior court judges.
 - (2) If Trustor and Beneficiary do not agree on how the payment of the referee's fees and expenses will be shared, the court may

Page 8

apportion such fees and expenses between Trustor and Beneficiary in a fair and reasonable manner that is consistent with Code of Civil Procedure Section 645.1.

- Trustor and Beneficiary shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to Code of Civil Procedure Sections 644(a) and 645. The decision of the referee shall then be appealable as if made by the court.

No provision of this section shall limit the right of any party to exercise self-help remedies, to foreclose against or sell any real or personal property collateral or to obtain provisional or ancillary remedies, such as injunctive relief or appointment of a receiver, from a court of competent jurisdiction before, after, or during the pendency of any reference proceeding. The exercise of a remedy does not waive the right of either party to resort to reference.

Jury Trial Waiver. In any action pending before any court of any jurisdiction, Trustor waives, and Beneficiary shall not have, any right to a

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Loan No: 12318458

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon bender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust,

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Five Star Bank, and its successors and assigns.

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Borrower. The word "Borrower" means SPP YUBA CITY 2 LLC, a Delaware Limited Liability Company; and SPP OROVILLE 3 LLC, a Delaware Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Five Star Bank, its successors and assigns.

Note. The word "Note" means the Promissory Note in the original principal amount of \$3,672,500.00 dated December 27, 2021, along with all other Promissory Notes executed by Borrower and/or Trustor in favor of Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions of any Promissory Note or Agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness,

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Old Republic National Title Insurance Company, whose address is 500 Wall Street, Chico, CA 95928 and any substitute or successor trustees.

Trustor. The word "Trustor" means SPP OROVILLE 3 LLC, a Delaware Limited Liability Company .

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY

SPP OREP MHP 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Sole Member of SPP OROVILLE 3 LLC, a Delaware Limited Liability Company

SPP MHP PORTFOLIO 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Manager of SPP OREP MHP 1-LLC, a Delaware Limited Liability Company By: Taylor Coe, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company Brian Wilson, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited **Liability Company**

CERTIFICATE OF ACKNOWLEDGMENT

) SS

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

personally appeared Taylor Coe and Brian

COUNTY OF

executed the instrument.

before me

Wilson, 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,

Colorado 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

SHEILA M. MULLEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID #20144035497 My Commission Expires September 10, 2022

(Seal)

Loan No: 12318458

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.
TRUSTOR:
SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY
SPP OREP MHP 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Sole Member of SPP OROVILLE 3 LLC, a Delaware Limited Liability Company
SPP MHP PORTFOLIO 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY , Manager of SPP OREP MHP 1 LLC, a Delaware Limited Liability Company
By: Taylor Coe, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company By:
Brian Wilson, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company
CERTIFICATE OF 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 COLONIAS
STATE OF COLORADO) SSS COUNTY OF COLORADO)
On 12/29/2021 20 21 before me, Max Durwitz, potzy Public (here insert name and title of the officer)
personally appeared Taylor Coe and Brian Wilson, 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.
NUTBIFOO was board and afficial and
WITNESS my hand and official seal. MAX DUNEVITZ
Signature NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194039262 MY COMMISSION EXPIRES 10/14/2023 (Seal)

Loan No: 12318458 Page 11 (DO NOT RECORD) REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) _, Trustee The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: Date: _____ Beneficiary: Ву: _____ All Rights Reserved - CA C:\CFI\LPL\G01.FC TR-8882 LaserPro, Ver. 21.4.0.034 Copr. Finastra USA Corporation 1997, 2021.

Order No.: 00269334-005

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-049

PARCEL II:

PARCELS 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27.

EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-050



2022-0002610

| REC FEE

Item 1.

Recorded

Official Records

County of

SB2 TAX EXEMPT 0.00

Butte

CANDACE J. GRUBBS County Clerk-Recorder

RECORDING REQUESTED BY **Bidwell Title & Escrow Company** AND WHEN RECORDED MAIL TO

WS

11:39AM 25-Jan-2022 | Page 1 of 10

Name **FIVE STAR BANK** Street LOAN SERVICING Address

3100 ZINFANDEL DRIVE #100 City, State RANCHO CORDOVA, CA 95670

Order No. 00269334-005-

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ASSIGNMENT OF RENTS

DOCUMENT TITLE

LEGAL DESCRIPTION PER EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART, EACH OF WHICH INDEPENDENTLY SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL HAVE THE SAME EFFECT AS IF IT WERE THE ORIGINAL, AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

SEPARATE PAGE - PURSUANT TO GOVERNMENT CODE 27361.6

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated December 27, 2021, is made and executed between SPP OROVILLE 3 LLC, a Delaware Limited Liability Company, whose address is 88 Aspen Glen Court, Edwards, CO 81632 (referred to below as "Grantor") and Five Star Bank, whose address is 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Butte County, State of California: Per Exploit & Atachel

Parcels 1 and 3 as shown on that certain Record of Survey, in the City of Oroville, County of Butte, State of California, according to the map thereof recorded September 25, 1963 in Book 29, Page 27 of Maps, in the Office of the County Recorder of said County.

The Property or its address is commonly known as 3425 Orange Avenue, Oroville, CA 95966. The Assessor's Parcel Number for the Property is 033-390-049-000, 033-390-050-000.

This is an absolute assignment of Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (b) proceed against any person, including Borrower, before proceeding against Grantor; (c) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Grantor; (d) apply any payments or proceeds received against the Indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the Indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Grantor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (j) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Grantor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Assignment or on the Indebtedness; or (m) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate.

Grantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against Borrower by the operation of Section 580d of the California Code of Civil Procedure, or otherwise.

Grantor waives all rights and defenses that Grantor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Grantor without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower: (A) The amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (B) Lender may collect from Grantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Grantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Loan No: 12318458 (Continued) Page 2

Grantor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Grantor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Grantor acknowledges that Grantor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Grantor further understands and agrees that this Assignment is a separate and independent contract between Grantor and Lender, given for full and ample consideration, and is enforceable on its own terms. Until all Indebtedness is paid in full, Grantor waives any right to enforce any remedy Grantor may have against Borrower's or any other guarantor, surety, or other person, and further, Grantor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent on lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to

Loan No: 12318458 (Continued) Page 3

discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made,

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whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Loan No: 12318458 (Continued) Page 5

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means SPP YUBA CITY 2 LLC, a Delaware Limited Liability Company; and SPP OROVILLE 3 LLC, a Delaware Limited Liability Company.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means SPP OROVILLE 3 LLC, a Delaware Limited Liability Company .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guaranter to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Five Star Bank, its successors and assigns.

Note. The word "Note" means the Promissory Note in the original principal amount of \$3,672,500.00 dated December 27, 2021, along with all other Promissory Notes executed by Borrower and/or Trustor in favor of Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions of any Promissory Note or Agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

Loan No: 12318458 (Continued) Page 6

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 27, 2021.

GRANTOR:

SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY

SPP OREP MHP 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Sole Member of SPP OROVILLE 3 LLC, a Delaware Limited Liability Company

SPP MHP PORTFOLIO 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Manager of SPP OREP MHP T.D.C, a Delaware Limited Liability Company

By:

Taylor Coe, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company

By:

Brian Wilson, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company

CERTIFICATE OF 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.

COUNTY OF State of the officery before me, which is a state of the officery that the

personally appeared Taylor Coe and Blan Wilson, 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 _____

SHEILA M. MULLEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20144035497
My Commission Expires September 10, 2022

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Item 1.

ASSIGNMENT OF RENTS (Continued)

Loan No: 12318458 Page 6 THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 27, 2021. **GRANTOR:** SPP OROVILLE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY SPP OREP MHP 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Sole Member of SPP OROVILLE 3 LLC, a Delaware Limited Liability Company SPP MHP PORTFOLIO 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, Manager of SPP OREP MHP 1 LLC, a Delaware Limited Liability Company Taylor Coe, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company By: Brian Wilson, Manager of SPP MHP PORTFOLIO 2 LLC, a Delaware Limited Liability Company CERTIFICATE OF 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)) SS COUNTY OF Denvite, NORY PAIR before me, (here insert name and title of the officer) personally appeared Faylor Coe and Brian Wilson, 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. **MAX DUNEVITZ NOTARY PUBLIC** STATE OF COLORADO NOTARY ID 20194039262 Signature (Seal) MY COMMISSION EXPIRES 10/14/2023

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Loan No: 12318458 Page 7



Order No.: 00269334-005

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-049

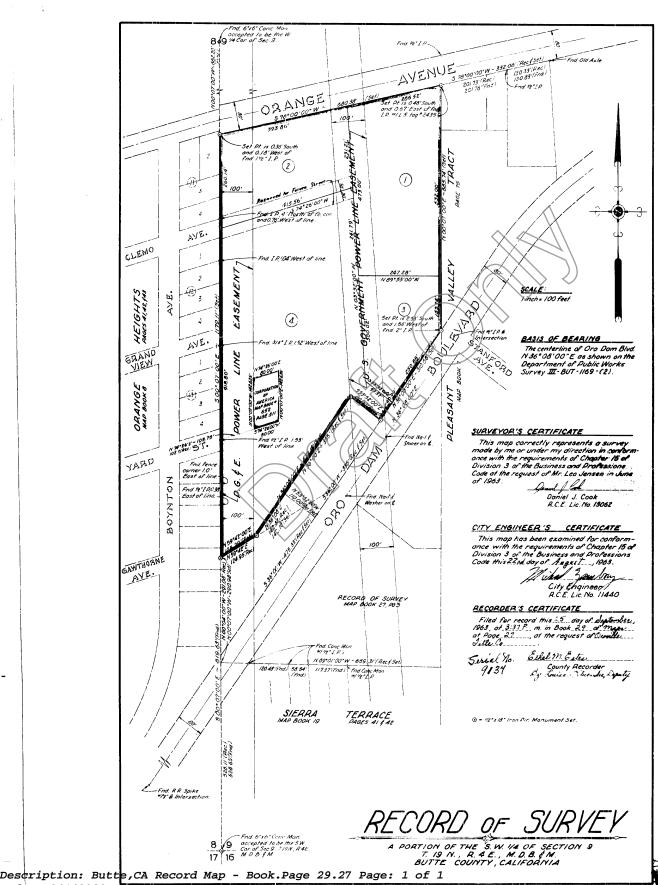
PARCEL II:

PARCELS 1 AND 3, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 25, 1963, IN BOOK 29 OF MAPS, AT PAGE 27.

EXCEPTING FROM SAID PARCEL 1, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, WHICH IS SOUTH 3°52' EAST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE FROM SAID POINT OF BEGINNING, NORTH 3°52' WEST, 100 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE THEREOF, BEING THE SOUTHERLY LINE OF ORANGE AVENUE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 78°00' EAST, 110 FEET; THENCE LEAVING SAID LINE, AT RIGHT ANGLES, SOUTH 12°00 EAST, 100 FEET; THENCE SOUTHWESTERLY 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AP NO. 033-390-050



103

Order: 04142023 Comment:

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RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY Land Services Office 245 Market Street, N10A, Room 1015 P.O. Box 770000

San Francisco, California 94177

Location: City Uninc Ovoille

Recording Fee \$

Document Transfer Tax \$

[Solution of Transfer Tax \$

Value is less than \$100.00 (R&T 11911).

[Computed on Full Value of Property Conveyed, or

[Computed on Full Value Less Liens

Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

	Item 1.
2016-0020337 ¹	

Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder

25

25.00

BW

REC FEE

09:05AM 06-Jun-2016 | Page 1 of 4

(SPACE ABOVE FOR RECORDER'S USE ONLY).

LD# 2119-04-1690

HCDID# 04-0014

EASEMENT DEED

PAUL DOUGLAS BEADLE, as Trustee of the Beadle Harbor Irrevocable Trust, dated December 1, 2010,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Oroville, County of Butte, State of California, described as follows:

(APN 033-390-049 & 033-390-050)

Parcels 1 and 3 as shown upon the Record of Survey Map filed for record September 25, 1963 in Book 29 of Maps at page 27, Butte County Records.

* Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables; and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and for communication purposes; one or more underground pipes with suitable service pipes and connections, as Pacific Gas and Electric Company deems necessary for the conveyance of gas; all to be located (i) within the strip(s) of land of the uniform width of 10 feet, lying 5.0 feet on each side of the alignment of the facilities as initially installed hereunder, or (ii) within those streets, lanes, alleys, ways, and pathways as the same now or may hereafter exist within Grantor's lands.

Br

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip(s) of land and/or a description of the alignment of the facilities located within said streets, lanes, alleys, ways, and pathways.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect, construct or place any building or other structure or drill or operate any well within said easement area; except, however, that Grantor reserves the right (i) to maintain and use the portion of Grantor's existing mobilehome which might extend into the easement area, provided that Grantor shall not make any additions, improvements or expansions to said existing mobilehome, or replace said existing mobilehome with another, so as to change the footprint of the portion of the existing mobilehome now lying within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating within Grantor's lands to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipe lines, valves, regulators or electric conduits.

Grantee's installation of the facilities hereunder is subject to the rules and obligations applicable to Grantor contained in Electric Rule No. 28 and Gas Rule No. 28 of Grantee's Mobilehome Park Utility Upgrade Program as approved by the State of California Public Utilities Commission, which Rules are incorporated herein and made a part hereof by reference.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 5(20 , 2016

PAUL DOUGLAS BEADLE, as Trustee of the Beadle Harbor Irrevocable Trust, dated December 1, 2010

Paul Douglas Beadle, Trustee

State of County of UTAL	
On May 20, 2016 , before me, John M. PAS Here insert name and title of the personally appeared PAUL DOUGLAS BEADLE	TOO NOTARY PIBLIC
personally appeared PAUL DOUGLAS BEADLE	
	,
who proved to me on the basis of satisfactory evidence to be the person	
the within instrument and acknowledged to me that he/she/they execut capacity(ies), and that by his/her/their signature(s) on the instrument the	\sim 11 11
which the person(s) acted, executed the instrument.	person(s), or the entity upon behan o
which the person(s) acted, executed the instrument.	
Lecrtify under PENALTY OF PERILIRY under the laws of the State of	that the foregoing paragraph
I certify under PENALTY OF PERJURY under the laws of the State of is true and correct.	
	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. Signature of Natary Public	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019
is true and correct.	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. Signature of Natary Public	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. Signature of Netary Public CAPACITY CLAIMED BY SIGNER	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. Signature of Netary Public CAPACITY CLAIMED BY SIGNER [] Individual(s) signing for oneself/themselves	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. Signature of Mary Public CAPACITY CLAIMED BY SIGNER [] Individual(s) signing for oneself/themselves [] Corporate Officer(s) of the above named corporation(s)	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH
WITNESS my hand and official seal. CAPACITY CLAIMED BY SIGNER Individual(s) signing for oneself/themselves Corporate Officer(s) of the above named corporation(s) Trustee(s) of the above named Trust(s)	NOTARY PUBLIC JOHN M PATZOLD 686521 COMMISSION EXPIRES DECEMBER 22, 2019 STATE OF UTAH

Area 6, North Valley Division Chico Land Services Office

Operating Department: Distribution USGS location: MDM T19N R4E Sec 9

FERC License Number: N/A

PG&E Drawing Number: 31168687

PLAT NO.: G2413

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 43, 53 SBE Parcel Number: N/A

PM #: 31168687

JCN: N/A County: Butte

Utility Notice Numbers:

851 Approval Application: N/A

Prepared By: PDD1 Checked By: MJG6

Approved By:

Date:

Orolake Mobile Home Park HCDID 04-0014



File #:	File #: VTB-150515-C			Applicants: SPP Oroville 3 LLC, a Delaware Limited				d	Request Date: 4/5/2023					
Ref #:						3425 Orange Avenue, Oroville, CA				Completed: 4/6/			023	
_						95966				Updated:				
Tax Summar	ry All Parce	ls												
Tax Collector Tax Year		Base Tax Pena			/ Amt Pa	aid Tot	al Due	l Due						
Butte County 2022/1		\$1	11,400.37		\$0.00	\$11,400.	37	\$0.00						
Butte County		2022/2	\$1	1,400.37	400.37		\$11,400.	37	\$0.00	.00				
Grand Total			\$2	22,800.74		\$0.00	\$22,800.	74	\$0.00	.00				
									•			•		
1 Parcel(s)														
				11	Pa	rcel: 033	-390-050-000							
Parcel #	033-390-050-000				Tax #					2022 Assessment				
State	CA	CA County Butte							Land	Land				
Legal	ORANGE AVE									Improvement				
Address				Oroville, CA 95966					Total	Total Assessed \$3			\$352,085.0	
Assessed Owne	er SPP 0	roville 3 LL	.C, a De	elaware Limited Liability Company										
Assessed Mailing 3425 Orange Avenue, Or				oville, CA 95966										
Jurisdictions	Butte	, CA - Coun	ty											
Exemption/Cre	dit None													
(s)								<u> </u>						
HOA														
					Tax P	ayments	for Butte Count	у						
Collector Butte County							Payable To Butte County			Tax Collector				
Mail To	25 Co	25 County Center Dr # 125, Oroville, CA 95965 Phone # Business: (53						30) 55	2-3720					
Requirements	Postm	narks Accep	ted:Yes	s, Duplicate	Bill Re	eq:No, Du	ımmy Bill Accep	ted:Unknown						
Status	Base	Tax Tax `	Year	Amt Pai	d	Penalty	/ Due Date	Amt Due	Ne	xt Due	Nex	t Amt		
Paid	\$11,400	.37 202	2/1	\$11,400.3	7	\$0.00	12/10/22	\$0.00						
	•	•					·	1		•				

NO DELINQUENCIES REPORTED.

Tax Notes

Wes Ervin

From: McAfee, Natalie (CONTR) <mcafee@WAPA.GOV>

Sent: Tuesday, January 23, 2024 8:35 AM

To: Noelle Snow

Cc: Smith, Marissa; McAfee, Natalie (CONTR)

Subject: RE: [EXTERNAL] City of Oroville. Tower information request.

You don't often get email from mcafee@wapa.gov. Learn why this is important

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hi Noelle,

Since the cell tower will be outside of WAPA's easement, WAPA does not oppose the placement.

Let me know if you have questions.

Thank you,

Natalie McAfee

Natalie McAfee | Realty Specialist

Wyandotte Technologies On Contract to U.S. Department of Energy Western Area Power Administration | Sierra Nevada Region

Cell: 916-597-8555

MY TOUR OF DUTY HOURS ARE M-F 0630-1500

Note: I am not a government employee and have no legal authority to obligate any federal, state or local government to perform any action or payment.



From: Noelle Snow <nsnow@cityoforoville.org>
Sent: Monday, January 22, 2024 8:17 AM

To: McAfee, Natalie (CONTR) < mcafee@WAPA.GOV>

Cc: Smith, Marissa < MBSmith@WAPA.GOV>

Subject: RE: [EXTERNAL] City of Oroville. Tower information request.

EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK. Forward any suspicious e-mail to spam@wapa.gov, or call WITCC at (720) 962-7111.

Good morning, Natalie,

The wireless tower should be out of the WAPA's easement. The wireless tower will be about 120' away from the transmission tower along with the equipment.

Thank you,

Noelle Snow

Community Development Tech II City of Oroville 1735 Montgomery Street Oroville, CA 95965 Ph: (530) 538-2508

Email: nsnow@cityoforoville.org

Office Open M-Th 8am to 5pm Friday -8am to 12pm

From: McAfee, Natalie (CONTR) < mcafee@WAPA.GOV>

Sent: Tuesday, January 9, 2024 9:23 AM **To:** Noelle Snow < nsnow@cityoforoville.org

Cc: McAfee, Natalie (CONTR) < mcafee@WAPA.GOV >; Smith, Marissa < MBSmith@WAPA.GOV >

Subject: RE: [EXTERNAL] City of Oroville. Tower information request.

You don't often get email from mcafee@wapa.gov. Learn why this is important

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hi Noelle,

Thank you for the email and plans. In order to review the plans much more quickly, can you ask them to highlight WAPA's transmission line easement and any work/fixtures that will be within the easement? With a quick glance, it appears to be all out of WAPA's easement, but the drawings are very busy and we want to make sure we do no miss anything. If this is truly within WAPA's easement, the tower will not be approved.

Per the attached Declaration of Taking No. 5844, "owners of the land have the right to cultivate, use and occupy the land...however, that this exception and reservation shall not include the rights and privileges of the owners of the land, their successors and assigns to gig or drill a well or wells for any purpose whatsoever, erect buildings or structures, or place or pile up materials within said limits."

Let me know if you have questions.

Thank you,

Natalie McAfee

Natalie McAfee | Realty Specialist

Wyandotte Technologies On Contract to U.S. Department of Energy Western Area Power Administration | Sierra Nevada Region

Cell: 916-597-8555

MY TOUR OF DUTY HOURS ARE M-F 0630-1500

Note: I am not a government employee and have no legal authority to obligate any federal, state or local government to perform any action or payment.



From: Noelle Snow <nsnow@cityoforoville.org>

Sent: Monday, January 8, 2024 2:09 PM

To: McAfee, Natalie (CONTR) < mcafee@WAPA.GOV>

Subject: [EXTERNAL] City of Oroville. Tower information request.

EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK. Forward any suspicious e-mail to spam@wapa.gov, or call WITCC at (720) 962-7111.

Hello Natalie,

Thank you for your call back. We have an applicant who is proposing to build a 120' unmanned wireless tower at 3425 Orange Ave. Please see the attached drawings.

The project will be consisting of a 120' co-locatable monopine with (10) 8' antennas, (6) RRU'S, (3) 3' microwave, (1) GPS antenna, required antenna cabling, hcs jumpers, and a 10-foot lighting rod at the top of the monopine. The project includes (2) ground mounted radio cabinets, (1) raised concrete pad, cable ice bridge, utility backboard and multi-meter utility service mounted h-frame.

The site will be within a 40'x40' fenced lease area with the tower contained within a 6-foot-tall chain link fence. A 12' wide double swing access gate will be installed as part of the project along with a 12' graveled access road.

This project will be located behind the Oro Lake Mobile Home Park. The monopine will be approximately 110 feet away from the homes. An EME-RF Safety Study was conducted by Hammett & Edison, Inc., Consulting Engineers to evaluate the wireless tower for compliance with appropriate guidelines limiting human exposure to radio frequency (RF) electromagnetic fields. Their findings are that the proposed operation will comply with the FCC guidelines limiting public exposure to RF energy.

Visually this tower will be configured to resemble a pine tree and the antennas and RRUS will be painted green to match the monopine to provide for aesthetic compatibility and comply with the city's requirement to camouflage the equipment.

No water nor sewer service is required.

Thank you,

Item 1.

Noelle Snow

Community Development Tech II City of Oroville 1735 Montgomery Street Oroville, CA 95965 Ph: (530) 538-2508

Email: nsnow@cityoforoville.org

Office Open M-Th 8am to 5pm Friday -8am to 12pm

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City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

NOTICE OF EXEMPTION

TO: Butte County Clerk

155 Nelson Ave Oroville, CA 95965 **FROM:** City of Oroville

1735 Montgomery Street

Oroville, CA 95965

Project Title: PL2311-006 New Unmanned Wireless Telecommunications facility for T-Mobile

<u>Project Location – Specific</u>: 3425 Orange Ave.

Project Location - City: City of Oroville

Project Location - County: Butte

<u>Description of Nature, Purpose, and beneficiaries of project:</u> The project applicant, Adrian Culci project representative for Vertical Bridge, has applied for a New Use Permit to construct a 120-foot-tall unmanned co-locatable wireless telecommunications facility configured as a stealth monopine.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: Vertical Bridge

Exempt Status (Check One):

	Ministerial (Sec. 21080(b)(1); 15268)
	Declared Emergency (Sec. 21080(b)(3); 15269(a))
	Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
\boxtimes	Categorical Exemption: State type & section number:
	 In-Fill Development Projects, Title 14 CCR, §15332

☐ Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

In-Fill Development Projects; Title 14, CCR, §15332

Class 32 categorical exemptions consists of projects characterized as in-fill development meeting specific conditions a-e as described in this section. This project will be located on an already developed parcel; the tower will be equivalent in size and height to the utility towers that are already in existence surrounding the project site. This project meets all conditions, including being consistent with the General Plan and Zoning Designation, occurs within City limits, has no value as habitat, will not result in any significant effects, and can be adequately served by all required utilities.

If filed by applicant:

 Attach certified document of exemption finding. Has a notice of exemption been filed by the public 	c agency approving the project? Yes No
Lead Agency Contact Person: Wes Ervin	<u>Telephone</u> : (530) 538-2408
Signature:	Date:
 ⊠ Signed by Lead Agency □ Signed by Applicant 	

RESOLUTION NO. P2024-02 WITH FINDINGS

A RESOLUTION BY THE OROVILLE CITY PLANNING COMMISSION MAKING FINDINGS AND CONDITIONALLY APPROVING UP# 24-02 FOR A 120-FOOT TALL WIRELESS TOWER FACILITY AT 3425 ORANGE AVE (APN 031-390-050)

WHEREAS, the City of Oroville has received an application requesting approval of a use permit to allow a 120'-foot-tall wireless telecommunications tower located at 3425 Orange Avenue, being further identified as Assessor's Parcel Number 031-390-050 ("Property"); and

WHEREAS, the application and site plan under review for the proposed use were received by the City on November 29 2023, and the application has been assigned the file number of UP 24-02 and Tracking Number PL2311-006; and

WHEREAS, the Property is zoned *MXN*, and City zoning regulations for *MXN* zones require approval of a use permit for public utility facilities and similar uses as well as requiring a use Permit for structures greater than 60 feet in height; and

WHEREAS, the site is located on the same parcel as the Oro Lake Mobile Home Community, an EME-RF Safety Study was conducted by Hammett & Edison, Inc., Consulting Engineers to evaluate the wireless tower for compliance with appropriate guidelines limiting human exposure to radio frequency (RF) electromagnetic fields. Their findings are that the proposed operation will comply with the FCC guidelines limiting public exposure to RF energy; and

WHEREAS, the purpose of requiring a use permit for any type of land use is to assure that the specific proposed project on the specific proposed site will be compatible with other uses around it; and

WHEREAS, a Notice of Exemption has been prepared for this project; and

WHEREAS, at a noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by approval of the Project described herein, and also considered City staffs report regarding the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION as follows:

FIRST, The Planning Commission finds that there is no evidence in the record to support a determination that there may be new potentially significant adverse environmental effects that will occur because of the project. Therefore, the appropriate CEQA document is **a Notice of Exemption**, which shall be filed with the County Clerk.

SECOND, The Commission makes the **following Findings with regard to Wireless telecommunications facilities**:

Per OMC 17.16.170(E)(3) – Enclosures and cabinets housing equipment related to a
wireless communication facility shall meet setback and height restrictions for
accessory buildings in their zoning districts. The enclosures and cabinets shall
incorporate architectural details that are similar to other buildings on the site and shall
be designed to minimize their visual impact. Underground vaults shall be used to meet
these requirements if necessary.

The new enclosure will meet all setback and design requirements common to the area, and the new enclosure will be properly screened.

- 2. Per OMC 17.16.170(F)(2):
- a. No alternative site or design is available that would allow for issuance of an administrative permit for the facility.

The tower will be located in the optimal location for telecommunications service in the area, and its location is amid several other utility installations, including a high-tension line of similar height about 120 feet to the west of the proposed tower. Other locations have been evaluated and rejected because all have less optimal coverage and would be more visible as stand-alone installations. The new stealth 'Monopalm' design is required to be stealth mounted per OMC 17.16.170(E)(1)(b), and will blend in with the surrounding area as much as possible.

b. The facility either does not require a Radiofrequency (RF) Environmental Evaluation Report, or the RF Environmental Evaluation Report for the facility shows that the cumulative non-ionizing electromagnetic radiation (NIER) emitted by the facility and any nearby facilities will be consistent with FCC regulations.

A RF study was prepared by Hammett & Edison, Inc., Consulting Engineers, and their executive summary will comply with the FCC guidelines limiting public exposure to RF energy. In addition, the FCC has categorically excluded cellular transmitters (FCC 96-326). If any RF issues arise, Conditions No. 5, 6, &7 ensure that the facility will meet all FCC regulations regarding RF emissions standards, and if exceeded provides cause to revoke the use permit.

c. The facility will not have significant visual impacts.

There will be a slight change in the visual impact of the area, but there will be no substantial adverse impact on a scenic vista since there are already significant towers carrying electricity in the vicinity. No substantial light or glare will occur. Renderings of the site after installation have been provided, which show that the visual impact will be limited.

THIRD, The Commission makes the following **findings with respect to Use Permits** per Section 17.48.101(E)(4) of the Code of the City of Oroville, which states that in considering an application for a use permit the Planning Commission shall make the following findings based on substantial evidence:

- a. The granting of the permit will not be incompatible with or detrimental to the general health, safety or public welfare of the surrounding area or of the city as a whole.
 - Cellular communications facilities serve the residents of the City of Oroville and Butte County including emergency services organizations and personnel and have become a valuable and relied upon part of communications throughout the region and the state.
- b. The proposed use follows sound principles of land use by having a suitable location relative to the community as a whole, as well as to transportation facilities, public services and other land uses in the vicinity.
 - The proposed cellular tower is in a Neighborhood Mixed Use zone on a parcel that abuts residentially developed and zoned land. The tower location is located on the same parcel as a mobile home community, the tower will be approximately 110 feet away from the homes. The tower will not generate light, noise, or other effects that would interfere with adjacent residential uses. Visually, the tower will be disguised as a pine tree to provide for aesthetic compatibility.
- c. Public utilities and facilities, including streets and highways, water and sanitation, are adequate to serve the proposed use or will be made adequate prior to the establishment of the proposed use.
 - Utility poles are in, and no water nor sewer services are required.
- d. The location, size, design, and operating characteristics of the proposed use will be harmonious and compatible with the surrounding neighborhood and will not adversely affect abutting properties.
 - The location is among other utilities of similar size. The monopine stealth configuration will limit its disruption to the area and will blend in with other vegetation. The facility will operate silently and will not interfere with any other activities in the area.
- e. The subject site is physically suitable for the type and intensity of land use being proposed.
 - Telecommunication facilities are compatible with the Neighborhood Mixed Use Zone in which it is located.

- f. The size, intensity and location of the proposed use will provide services that are necessary or desirable for the neighborhood and community as a whole.
 - Cellular communications facilities serve the residents of the City of Oroville and Butte County including emergency services organizations and personnel and have become a valuable and relied upon part of communications throughout the region and the state.
- g. The permit complies with all applicable laws and regulations, including the requirements of the general plan, of this title and of the city municipal code.
 - Applicable conditions designed to protect the health and welfare of the general public have been included and made part of the Use Permit.

FOURTH, the Commission approves Use Permit UP24-02, subject to the conditions described in the attached Approval Letter and authorizes the Planning staff to sign the letter on behalf of the Commissioners.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a special meeting of the Planning Commission of the City of Oroville held on the 29th of February 2024, by the following vote:

Kayla Reaster, ASSISTANT CITY CLERK	CARL DURLING, CHAIRPERSON
ATTEST:	APPROVE:
ATTECT:	ADDDOVE:
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

Thursday, February 29, 2024

RE: Minor Use Permit (UP) 24-04 for exterior modifications, drive-through modifications, and site improvements for a proposed Starbucks Coffee drive-through establishment in an existing multi-tenant building at 2040 3rd Street (APN 031-161-061)

SUMMARY: The Planning Commission will review and consider approving Minor Use Permit No. UP 24-04 for a proposed 1,367 sq. ft. Starbucks Coffee drive-through establishment with 12-vehicle stacking, building modifications, and associated site improvements. The Planning Commission previously approved UP 13-06 on September 23, 2013, which allowed for the construction of an approximately 4,000 sq. ft. multi-tenant building with a drive-through window in Suite B. UP 13-06 has since expired and relevant circumstances have changed significantly since the 2013 approval, thus necessitating the submittal of a new Minor Use Permit.

RECOMMENDATION: Staff recommends the following actions:

- Conduct a Public Hearing on the proposed project;
- 2. Adopt the Notice of Exemption as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA);
- 3. Adopt the recommended Findings for Minor Use Permit No. UP 24-04;
- 4. Approve Minor Use Permit UP 24-04 and recommended Conditions of Approval;
- 5. Adopt Resolution No. P2024-04

APPLICANT:	Sukhjit "Tony" Singh, Continental Development Consultants, Inc.					
LOCATION : 20 031-161-061)	30-2040 3 rd Street (APN	GENERAL PLAN: RBS ZONING: C-2 FLOOD ZONE: Zone X: Area of Minimal Flood Hazard				

ENVIRONMENTAL DETERMINATION: The proposed project is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 19, Categorical Exemptions, Section 15301, Class 1, which exempts existing facilities; Section 15303, Class 3, which exempts construction and location of limited numbers of new, small facilities or structures; and Section 15304, Class 4, which exempts minor alterations to land.

ED BY:
att, Director
i

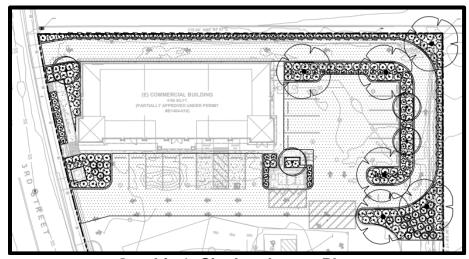
DISCUSSION

Starbucks Coffee is proposing to occupy an existing 1,367 square foot tenant suite (Suite A) within an existing 4,105 square foot multi-tenant building located at 2040 3rd Street (APN: 031-161-061). Starbucks is proposed to be a drive-through only configuration, with room for 12 cars stacking in the drive-through, operating for 24 hours per day. The site is already developed with a Chevron gas station, convenience store, car wash, and the multi-tenant building proposed to be partially occupied by Starbucks.

The multi-tenant building was originally approved by the Planning Commission on September 23, 2013, under UP 13-06. The 2013 approval allowed for the construction of an approximately 4,000 square foot multi-tenant building with a drive-through window in Suite B, which was intended to be occupied by a Subway restaurant, and the remaining two suites for future retail users. Since the 2013 approval, the property owner incrementally developed the site. On August 18, 2021, the applicant was granted an extension of their building permit (B1404-010) to allow time to final the shell building only. All other repairs and site improvements were agreed to be deferred to when tenant improvements occurred. The property owner, Kulwinder Singh Lally, is now proposing to complete the necessary site improvements to facilitate an occupancy by Starbucks Coffee; however, UP 13-06 has since expired and relevant circumstances have changed significantly since the 2013 approval, thus necessitating the submittal of a new Use Permit.

The proposed project includes:

- Relocation of drive-through window from Suite B to Suite A.
- Relocation of tenant suite door.
- New parking lot facilities.
- Drive-through aisle to accommodate 12 car stacking.
- New trash enclosure.
- New landscaping and fencing.
- Removal of unpermitted structures at the existing gas station.



Graphic 1: Site Landscape Plan

2

Pursuant to Oroville Municipal Code (OMC) Section 17.32.010, drive-through establishments are a permitted use in the C-2 zoning district, subject to Planning Commission approval of a Use Permit.

Drive-Through Regulations

OMC Section 17.16.080 sets forth use specific regulations for drive-through establishments.

A. **Display of Merchandise**. Merchandise shall not be displayed except within an enclosed structure.

No merchandise is proposed to be displayed outside.

B. Vehicle Queuing. The site plan for the drive-through establishment shall provide adequate queuing space for vehicles, as well as vehicle circulation paths that prevent backing onto public rights-of-way, in accordance with the requirements of the city engineering design standards.

The entrance to the drive-through lane is proposed to be on the far eastern side of the property, approximately 150 feet from the nearest driveway to 3rd Street. The drive-through is proposed to accommodate 12 vehicles stacking. The proposed site plan also shows room to accommodate 5 vehicles overflow stacking in the north drive aisle between the fueling canopy and the multi-tenant building, and 5 vehicles overflow stacking between the convenience store and car wash. With the proposed removal of the unpermitted canopy and shipping container placed in the rear drive aisle between the convenience store and the car wash, all drive aisles meet the City Engineering Improvement Standard width of 25 feet, allowing for full on-site circulation.

C. Access.

- 1. Vehicular entrances to the establishment's site shall not be wider than 30 feet.
 - The vehicular entrances along 3rd Street will be brought into compliance with the 30-foot maximum width requirement.
- 2. Vehicular entrances to the establishment's site shall be separated from one another as required by the city engineering design standards.
 - No new vehicular entrances are proposed and the existing vehicular entrances along 3rd Street are approximately 75 feet apart.
- 3. The total number of vehicular entrances to the establishment's site shall not exceed one entrance for each 100 feet of the site's street frontage; provided, however, that each establishment shall have a minimum of one vehicular entrance. (Ord. 1749 § 4)

The property has approximately 300 feet of street frontage, with two vehicular entrances and one exit driveway for the drive-through. Thus, the establishment's site is in compliance with this requirement.

Project Development Review

The DRC at their February 8, 2024, meeting reviewed the proposed project (Attachment 4).

Design Features

The multi-tenant building was approved under UP 13-06 as a stucco building with stacked stone accents, a tile roof, and an articulated façade with projections and bumpouts that correspond to the tenant suite entrances. No exterior modifications are proposed to the building that would otherwise substantially alter the design features as previously approved and constructed. The only work proposed is the relocation of the tenant door for Suite A and the relocation of the drive-through window from Suite B to Suite A.



Graphic 2: Exterior Photo of 2040 3rd Street

Landscaping and Fencing

The north and east property line adjacent to the proposed drive-through is proposed to be fenced with a CMU block wall at a maximum height of 7 feet. This block wall will separate the drive-through from the neighboring residential property to the east, helping minimize potential light spillage, noise, and privacy concerns. A small landscaping strip is also proposed to be provided between the drive-through and the block wall, which will serve to help soften the appearance of the wall.

As shown in Graphic 1, the project also proposes landscaping in the parking lot, surrounding the trash enclosure, and along the property's frontage with 3rd Street. Draft conditions of approval have been added requiring compliance with the Model Water

4

Efficiency Landscape Ordinance (MWELO) and 50% shade coverage of paved surfaces within 15 years.

Parking Facilities

25 parking stalls are proposed, with 3 handicapped accessible. Parking requirements for the site are broken down as follows:

Use	Parking Ratio	Parking Required
Multi-tenant Building	1 space for every 300 square feet	14 spaces
Gas Station	As required for individual accessory uses; minimum of 2 spaces	2 spaces
Car Wash	2 spaces for each wash bay	2 spaces
Convenience Store	1 space for every 300 square feet	7 Spaces
Total Spaces Required	25	

The site plan confirms that all parking stalls will comply with the minimum dimensions of 9'x19' for regular spaces or 7.5'x16' for compact spaces.

In order to help prevent on-site congestion, staff have added a draft condition of approval requiring no fuel, merchandise, food, and goods deliveries be made during the peak hours of 7:00 a.m. – 10:00 a.m., and 3:00 p.m. to 6:00 p.m. Monday through Friday.¹

OMC 17.12.070(N) further requires a minimum of two bicycle parking spaces to be provided and connected via a pedestrian walkway to the nearest building entrance. The site plan shows the two required bicycle parking spaces provided behind the proposed trash enclosure with a walkway connecting to the multi-tenant building.

17-foot-tall light poles are proposed to be installed in the drive-thru and parking lot surrounding the multi-tenant building. The City of Oroville Performance Standards state that parking areas shall have a minimum lighting intensity of 1 foot candle. The applicant has provided a photometric plan confirming that the minimum lighting intensities are satisfied. Furthermore, City Code requires that all light sources include appropriate shielding to minimize light spillage outside of the property. Draft conditions of approval have been added requiring the applicant to direct lighting away from the neighboring residential property and adequately shield neighboring properties from excessive light spillage.

1. Peak hours are based on commuting pattens and nearby school start/dismissal times in the Thermalito Union School District

5

Frontage Improvements

Curb, gutter, and sidewalk are already existing along the project boundaries. The applicant will be required to modify the vehicular entrances along 3rd Street to comply with the max driveway width of 30 feet as set forth in OMC Section 17.16.080.

Similar to what was discussed with the approval of UP 13-06, the sidewalk may be deficient and require replacement in some portions to comply with City standards and ADA requirements. Draft conditions of approval have been added requiring frontage improvements to be provided where not currently provided and replaced as determined by the Director of Public Works or designee.

Signage

Signage is shown on the plans for the drive-through. All signage shown on the plans is provided for reference only and all signage shall be designed and processed in accordance with the City's Sign Code as found in OMC Chapter 17.20. When the multitenant building underwent development review in 2013 as part of UP 13-06, staff recommended that a sign program be created to allow the applicant more flexibility with the project signage. Sign programs are specifically intended to address the unique needs of certain uses and properties that include multiple uses on a site, or multiple signs for uses with special sign needs. Sign programs shall be used to achieve aesthetic compatibility between the signs within a project and provide flexibility in the number, size, location and type of signs.

In accordance with OMC Section 17.20.080, the Planning Commission has the discretion to require a sign program as a condition of approval for a use permit, specifically for the following uses:

- 1. Multiple-tenant buildings.
- 2. Uses with freeway-oriented signs.
- 3. Automobile or other vehicle sales.
- 4. All uses within a planned development (PD-O) overlay district.

GENERAL PLAN CONSISTENCY

This proposed ordinance helps implement the following goals and policies of the City's 2030 General Plan:

General Plan Goals:

Goal LU-1 "Provide for orderly, well-planned, and balanced growth consistent with the limits imposed by infrastructure and the City's ability to assimilate new growth."

Goal LU-4 "Provide adequate land for and promote the development of attractive commercial areas and uses that provide goods and services to Oroville residents, employees, and visitors."

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Goal CD-1 "As the community grows, maintain a coherent and distinctive physical form and structure that reflects Oroville's unique qualities."

Goal CD-2 "Maintain and enhance the quality of Oroville's landscape, streetscape and gateways."

Goal ED-1 "Enhance and diversify the Oroville economy."

Goal ED-3 "Provide a variety of thriving retail shopping areas distributed throughout the City."

General Plan Policies:

- P7.3 Promote traveler-services clusters at freeway interchanges.
- P1.1 Require quality architectural and landscaping design as well as durable and efficient materials for all projects.
- P1.3 Require compliance with the City of Oroville Design Guidelines as part of any project approval process.
- P2.10 Parking lots intended for automobiles and small trucks with six spaces or more shall include shade trees. Trees shall be evenly distributed throughout parking areas and provide at least 50 percent shading of the paved surface by tree canopy within 15 years.
- P2.12 Require non-residential development to provide landscaping on portions of the property along public rights-of-way that are not occupied by structures or used for pedestrian circulation or vehicle parking and circulation.
- P3.1 Encourage a full range of commercial services at the regional, community, and neighborhood levels.

FISCAL IMPACT

None.

PUBLIC NOTICE

A request for comments was prepared and circulated to the local agencies and surrounding property owners within 300 feet of the property. Additionally, the meeting date, time, and project description were published in the Oroville Mercury Register and posted at City Hall.

ATTACHMENTS

- 1. Notice of Exemption
- 2. Resolution No. P2024-04
- 3. Application and Project Plan Drawings
- 4. DRC Report
- 5. 2013 Planning Commission Report for UP 13-06

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Attachment 1



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

NOTICE OF EXEMPTION

<u>Project Title</u>: Minor Use Permit (UP) 24-04 for exterior modifications, drive-through modifications, and site improvements for a proposed Starbucks Coffee drive-through establishment in an existing multitenant building at 2040 3rd Street (APN 031-161-061)

Project Location - Specific: 2040 3rd Street (APN 031-161-061)

Project Location - City: City of Oroville

Project Location - County: Butte

<u>Description of Nature, Purpose, and beneficiaries of project:</u> Starbucks Coffee is proposing a 1,367 sq. ft. drive-through establishment with 12-vehicle stacking, building modifications, and associated site improvements. The Planning Commission previously approved UP 13-06 on September 23, 2013, which allowed for the construction of an approximately 4,000 sq. ft. multi-tenant building with a drive-through window in Suite B. UP 13-06 has since expired and relevant circumstances have changed significantly since the 2013 approval, thus necessitating the submittal of a new Use Permit.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: Sukhjit "Tony" Singh, Continental Development Consultants, Inc.

Exempt Status (Check One):

Ministerial	(Sec.	21080(b)(1);	15268))
	_				

- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- □ Categorical Exemption: State type & section number:
 - Existing Facilities: Title 14, CCR, §15301
 - New Construction or Conversion of Small Structures, Title 14, CCR, §15303
 - Minor Alterations to Land, Title 14, CCR, §15304
- Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

In-Fill Development Projects, Title 14, CCR, §15301

Class 1 categorical exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures. The project involves a change in use of a vacant space within an existing multi-tenant building. Starbucks Coffee will be utilizing a property intended to provide commercial uses with no proposed expansion of floor area and only minor modifications by way of relocating the tenant door and drive-through window.

New Construction or Conversion of Small Structures, Title 14, CCR, §15303

Class 3 categorical exemptions consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The multi-tenant building already exists and the applicant is proposing minor site modifications, including fencing, trash enclosure, parking lot facilities, and site lighting.

Minor Alterations to Land, Title 14, CCR, §15304

Class 4 categorical exemptions consist of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. No trees are proposed to be removed and new landscaping is proposed to be provided in non-paved areas of the site.

If filed by applicant:

 Attach certified document of exemption finding Has a notice of exemption been filed by the put 	
Lead Agency Contact Person: Connor Musler	<u>Telephone</u> : (530) 538-2430
Signature:	Date:
☑ Signed by Lead Agency☐ Signed by Applicant	

Attachment 2

RESOLUTION NO. P2024-04

A RESOLUTION OF THE OROVILLE PLANNING COMMISSION MAKING FINDINGS AND CONDITIONALLY APPROVING MINOR USE PERMIT UP 24-04 FOR EXTERIOR MODIFICATIONS, DRIVE-THROUGH MODIFICATIONS, AND SITE IMPROVEMENTS FOR A PROPOSED STARBUCKS COFFEE DRIVE-THROUGH ESTABLISHMENT IN AN EXISTING MULTI-TENANT BUILDING AT 2040 3RD STREET (APN 031-161-061)

WHEREAS, the City has received an application for exterior modifications, drivethrough modifications, and site improvements for a Starbucks Coffee in an existing multi-tenant building located at 2040 3rd Street (APN 031-161-061); and

WHEREAS, The City of Oroville Municipal Code (OMC) Table 17.32.010-1 specifies that a Use Permit is required for all drive-through establishments; and

WHEREAS, a Use Permit (UP 13-06) was approved by the Planning Commission on September 23, 2013, for the construction of an approximately 4,000 square foot multi-tenant building with a drive-through window in Suite B for a quick-service sandwich franchise, and the remaining two suites for future retail users.

WHEREAS, the property owner applied for building permits (B1404-010) in 2014 to construct the multi-tenant building and said building permits were issued in 2017 after completing all necessary plan checks for compliance with applicable codes and paying all applicable fees; and

WHEREAS, the building permit for the multi-tenant building was finaled in 2022 for the shell building only, with all other repairs and site improvements agreed to be deferred to when tenant improvements occurred; and

WHEREAS, the property owner, Kulwinder Singh Lally, is now proposing to complete the necessary site improvements to facilitate an occupancy by Starbucks Coffee; and

WHEREAS, UP 13-06 has since expired and relevant circumstances have changed significantly since the 2013 approval, thus necessitating the submittal of a new Use Permit; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the Use Permit described herein, and also considered the City's staff report regarding the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OROVILLE AS FOLLOWS:

SECTION 1. RECITALS.

The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. ENVIRONMENTAL DETERMINATION.

This action has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Categorical Exemptions, Section 15301, Class 1, which exempts existing facilities; Section 15303, Class 3, which exempts construction and location of limited numbers of new, small facilities or structures; and Section 15304, Class 4, which exempts minor alterations to land.

SECTION 3. FINDINGS

The Planning Commission approves the findings required by Section 17.48.010 of the Oroville Municipal Code, as described in this Resolution.

Required Findings for Use Permits (OMC 17.48.010)

1. The granting of the permit will not be incompatible with or detrimental to the general health, safety or public welfare of the surrounding area or of the city as a whole.

The project will be located in an area surrounded by active commercial development. The project has been reviewed and conditioned to minimize or prevent any potential impacts to the general health, safety, or public welfare of the surrounding area and the City as a whole.

2. The proposed use follows sound principles of land use by having a suitable location relative to the community as a whole, as well as to transportation facilities, public services and other land uses in the vicinity.

The proposed use will provide a desired commercial product and is located in an area with significant employment and transportation access. The proposed use as a Starbucks drive-through establishment would be fulfilling a need in the northern Oroville community and greater Oroville area as a whole. In particular, the northern community of Oroville is lacking food service establishments to serve that area of the City. The business would be in close proximity to a major employment hub, County of Butte Government Campus, new residential development, and State Route 70.

3. Public utilities and facilities, including streets and highways, water and sanitation, are adequate to serve the proposed use or will be made

adequate prior to the establishment of the proposed use.

All infrastructure is in and available. Any utilities not already provided on site will be installed by the property owner, subject to all applicable fees and permits.

Additionally, the project site has direct access to both 3rd Street and Grand Avenue, an arterial roadway designed to move large volumes of traffic and intended to provide a high level of mobility between State Highway 70, other arterials and local/collector roadways. Thus, this project site has great connectivity to the local transportation network.

4. The location, size, design and operating characteristics of the proposed use will be harmonious and compatible with the surrounding neighborhood and will not adversely affect abutting properties.

As required by OMC Chapter 17.52, the project underwent development review and the applicant made revisions based on the committee's comments. Starbucks Coffee will be located in an area near similar commercial businesses. The intended 24 hours of operation per day is compatible with surrounding users who likewise are open late or also operate for 24 hours per day. The site plan, design, lighting, landscaping, and other improvements have been reviewed and the project conditioned to minimize any adverse impacts on abutting properties. The property will be separated from the neighboring residential property with a 7-foot-tall CMU decorative block wall. This block wall will separate the drive-through from the neighboring residential property to the east, helping minimize potential light spillage, noise, and privacy concerns. Code enforcement will monitor for compliance on an ongoing basis.

The subject site is physically suitable for the type and intensity of land use being proposed.

The applicant has submitted a set of drawings demonstrating that the site is physically suitable for the proposed type and intensity of use. The site will provide adequate capacity for the use.

6. The size, intensity and location of the proposed use will provide services that are necessary or desirable for the neighborhood and community as a whole.

Starbucks Coffee is a desirable and respected coffee and beverage purveyor for the neighborhood and the community as a whole.

7. The permit complies with all applicable laws and regulations, including the requirements of the general plan, of this title and of the city municipal code.

The permit has been reviewed by staff and has been found to comply with all applicable laws and regulations, including the applicable requirements of the City's 2030 General Plan, Zoning Code, and other applicable portions of the City's Municipal Code. As a condition of this permit, the applicant shall be

required to ascertain and comply with the requirements of all Federal, State, County and Local agencies as applicable to the proposed use and project site, including any licenses that may be required. In addition, Section 17.48.010(F) of the OMC provides guidelines for modifying or revoking use permits that have been granted if it can be proven, upon substantial evidence, that, any of the conditions of the permit have not been satisfied within 1 year after it was granted, any of the terms or conditions of the permit have been violated, if a law has been violated in connection with the permit, or if the permit was obtained by fraud.

SECTION 4. PLANNING COMMISSION ACTION(S).

Approved project: The Planning Commission hereby conditionally approves Use Permit No. 24-04 for exterior modifications, drive-through modifications, and site improvements for a proposed Starbucks Coffee drive-through establishment in an existing multi-tenant building at 2040 3rd Street (APN 031-161-061). The subject property has a zoning designation of Intensive Commercial (C-2). Per OMC Table 17.32.010-1, drive-through are a permitted use in the C-2 zoning district subject to Planning Commission approval of a Use Permit.

CONDITIONS OF APPROVAL

Prior to and during site grading.

- All grading, paving, excavation and site clearance, including that which is exempt from obtaining a permit, shall be performed in conformance with the City's Engineering Design Standards; the Municipal Code; the requirements of the State Regional Water Quality Control Board; and any other applicable local, state, and federal requirements.
- 2. A site grading, drainage and improvement plan shall be prepared by a Registered Civil Engineer, in conformance with City standards, and shall be submitted to and approved by the Public Works Department prior to any work on the site. This plan shall also show:
 - The design of the sanitary sewer service system including the type and size
 of the sanitary sewer line lateral, and the proposed point of connection the
 sewer main.
 - II. Existing and proposed easements.
 - III. Proposed elevations of finished improvements (parking area, onsite curbs, planters, etc.) within the project at an adequate level of detail to demonstrate drainage flow directions within the project boundaries.
 - IV. As determined by the Director of Public Works or designee, frontage improvements to include curb, gutters and sidewalk constructed to ADA standards; asphaltic concrete pave out (1-foot minimum, or wider if

- necessary) along new curb, gutters and sidewalk adequate to provide proper street drainage along the project frontage.
- 3. All construction projects are required to implement dust control measures to reduce particulate matter emissions due to disturbances of exposed top-soils, such as watering of active areas where disturbance occurs, covering haul loads, maintaining clean access roads, and cleaning the wheels of construction vehicles accessing disturbed areas of the site.
- 4. All grading and paving shall be conducted in compliance with the Butte County Air Quality Management District's Indirect Source Guidelines in order to prevent degradation of ambient air quality.
- 5. The City will require compliance with the latest "National Pollutant Discharge Elimination System (NPDES) General Permit for Strom Water Discharges Associated with Construction and Land Disturbance Activities" as ordered by the State Water Resources Control Board.
- 6. The City will require compliance with "NPDES General Permit and Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (Order) Order No. 2013-+0001-DWQ" Section E.12 "Post Construction Storm Water Management Program".

Prior to the issuance of building permits.

- Applicable construction plans, calculations, specifications, applications, forms, etc. shall be submitted to the Building Division for review prior to the start of any construction activities requiring a building permit. All applicable plan review and impact fees shall be paid at time of submittal.
- 2. Landscape plans shall be approved by the Parks and Trees Department.
 - I. Parking lots shall meet the 50% shade factor prior to occupancy in accordance with City Code §17.12.050.
 - II. Landscaping shall be installed and maintained around the trash enclosure to ensure sufficient screening from 3rd Street.
 - III. Landscaping shall show compliance with the Model Water Efficient Landscape Ordinance (MWELO).
- 3. Pursuant to City Code §17.12.050, the property owner or responsible party shall submit landscape plans prepared by a landscape architect registered with the State of California or a landscape contractor pursuant to Section 7027.5 of the Business and Professions Code. No building permits shall be issued for the site until all required landscaping and automatic irrigation plans have been approved, including for the landscaping to be installed in the public right-of-way and along the side access road.

- 4. The building plans shall include an architecturally compatible method of screening any roof mounted HVAC system, or if the units are placed on the ground, the unit shall be screened by landscaping or a decorative fence.
- 5. Vehicular entrances along 3rd Street shall not exceed 30-feet in width.
- 6. A solid decorative block wall with a minimum height of 6 feet shall be provided along the eastern property line. This block wall shall be constructed using split face CMU block or equivalent material.
- 7. A roof cover shall be provided for the trash enclosure.

Prior to and during construction.

- 1. All new utilities shall be placed underground.
- The developer will be responsible for the cost of all water improvements (meters, boxes, valves, lines, backflow devices, etc.), which are required to meet TWSD service improvement standards. The cost of all fire lines and hydrants shall also be the developer's responsibility.

Prior to occupancy.

- 1. Knox Box access shall be provided as appropriate.
- 2. Pursuant to Section 17.12.050(L), the property owner shall enter into a written agreement for the installation and maintenance of landscaping. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County Recorder.
- 3. All landscaping shall be installed in conformance with the approved landscape plans.
- 4. Existing landscaped areas on-site shall be repaired and refreshed where needed and if disturbed by construction activity.
- 5. A refuse collection enclosure shall be provided in accordance with City Code 17.12.110. The refuse area shall be covered and large enough to provide adequate storage for solid waste and recyclable materials generated by the development. In addition, a roof cover shall be provided for the enclosure.
- Frontage improvements shall be provided where not currently provided and replaced where not compliant with ADA requirements or City standards, as determined by the Director of Public Works or designee.
- 7. Pursuant to Section 17.08.135, the project shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The developer has the option to opt out of this requirement and instead pay the equivalent in-lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

Other.

- Under no circumstance shall vehicle queuing on the project site spillback onto the public right-of-way. If vehicle stacking becomes an issue, employees shall be trained to mitigate congestion, including through the utilization of order runners, traffic direction, or another method acceptable to city staff to prevent spillback onto the public roadway.
- 2. No fuel, merchandise, food, and goods deliveries shall be made to any business on the subject property during the peak hours of 7:00 a.m. 10:00 a.m., and 3:00 p.m. to 6:00 p.m. Monday through Friday
- 3. The applicant shall submit a separate building permit application for any signage. All signage shall be designed and maintained according to the Oroville Sign Code.

General Conditions.

- 1. The applicants and any tenants or subsequent owners shall have a current City of Oroville business license and any other applicable permit/license that may be required as part of their business operations.
- 2. The applicant and any tenants shall ascertain and comply with all requirements of the Butte County Environmental Health Department.
- 3. The proposed use shall substantially conform to the project description and submitted plans for the project under file No. UP 24-04, and TRAKiT No. PL2312-002. Minor changes may be approved administratively by the Community Development Director or designee upon receipt of a written request by the applicant or designee. Changes deemed to be major or significant in nature shall require a formal application for amendment.
- 4. Pursuant to Section 17.12.010, the buildings shall conform to the performance standards of the Oroville Municipal Code to minimize any potential negative effects that the buildings, structures, lighting or use could have on its surroundings, and to promote compatibility with surrounding uses and areas.
- Applicant and/or property owner will take appropriate measures to provide property maintenance of the building exterior, including provisions to keep the premise free of litter and debris.
- 6. Applicant and/or property owner shall ensure adequate lighting of exterior areas, including parking lots, to discourage loitering outside of the buildings.
- 7. Applicant and/or property owner will ensure protection of adjacent properties from noise, odors and undue light and glare, as well as illegal activity.
- 8. Applicant and/or property owner will maintain adequate onsite security, both inside and outside the building, to satisfy any concerns raised by the chief of police or general public. Substantial camera surveillance will suffice.

- All private facilities, improvements, infrastructure, systems, equipment, common areas, etc. shall be operated and maintained by the applicant and/or property owner in such a manner, and with such frequency, to ensure the public health, safety and general welfare.
- 10. Pursuant to Section 17.12.050, landscaped areas shall be continually maintained in good condition and shall be kept clean and weeded and trees shall be pruned in a natural pattern and shall not be topped or pollarded. Maintenance shall include but not be limited to:
 - I. Cultivation of planting beds and mowing to maintain grassy areas.
 - II. Pruning of plants as necessary to control and direct growth.
 - III. Replacement of dead or unhealthy plant material in accordance with the approved landscaping plan.
 - IV. Fertilization as needed to ensure proper plant growth.
 - V. Repair or replacement of irrigation system components and irrigation drainage components, as needed, to maintain the system in good working condition.
- 11. Applicant shall monitor occupancy and will institute controls to limit the number of patrons both inside of the building and outside of the building.
- 12. The project shall comply with the City's noise ordinance as found in the OMC Chapter 9.20.
- 13. The applicant shall ascertain and comply with the requirements of all City, County, State, Federal, and other local agencies as applicable to the proposed project.
- 14. Pursuant to Section 17.48.010(F) of the City Code, the Planning Commission, upon its own motion, may modify or revoke any use permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:
 - I. Any of the conditions of the permit have not been satisfied within 1 year after it was granted.
 - II. Any of the terms or conditions of the permit have been violated.
 - III. A law, including any requirement in the Municipal Code Chapter 17, has been violated in connection with the permit.
 - IV. The permit was obtained by fraud.
- 15. Applicant hereby certifies that any and all statements and information provided as part of the application are true and correct to the best of their knowledge and belief. Any misinformation provided, whether intentional or unintentional, that was considered in the issuance of this permit may be grounds for revocation.

16. The applicant shall hold harmless the City, its Council members, Planning Commissioners, officers, agents, employees, and representatives from liability for any award, damages, costs, and/or fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide defense for the City in any such action.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a

regular meeting of the Planning Commission of February 2024, by the following vote:	of the City of Oroville held on the 29 th da
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVE:

KAYLA REASTER, ASSISTANT CITY CLERK CARL DURLING, CHAIRPERSON

Attachment 3



City of Oroville
Planning Division - Community Development Department

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

TRAKIT#:

PLANNING DIVISION GENERAL APPLICATION

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CAP, Total	APPLICANT	Γ'S INFORMA	TION	Project's:	Con	sulta	ant						
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Address:	1961 Taylor Stre		y, CA 95993	Company:	Cont	Continental Development Consultants, Inc.						Inc.	
	530-218-7931		The State of the	Address:	P.O	. Box	(192	4, W	ood	lland,	CA	957	776
Email:	KLally97@yah	oo com		Phone:	(70	2) 28	37 03	847					
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Annex		WENTTROOP	Landmark /Mod			3		ative Pa					
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Home	e Occupation		Outdoor Display & Sales				Street Closure						
Large	e Family Day Care		Second Dwelling Unit			100	Tree Removal						
Mobile Food Vendor Sign/Temporar			Sign/Temporar	y Sign Permit							10		
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site plans	ovide a letter addressomaps, aerials, photose a set of plans is requ	and other relev	ant information th	at will help us it	n proces	ssing	your a	pplicati	on.	Please	Inclu	de ar	ıy
7 drij drije	o d cot of planto to requ		PROJECT IN	FORMATION				The state of					
Project Name: LALLY COMMERCIAL CENTER			Proposed Str	Proposed Structure(s) (Sq Ft.):									
Address: 2040 3RD STREET, OROVILLE, CA 95965			Existing Structure(s) (Sq Ft.): 4105										
Nearest Cross Street:			Water Provider: Thermalito Water and Sewer										
Assessor Parcel Number: 031-161-061-000			School District:										
Lot Size (Acres): 1.03 APPLICANT'			Number of Dwelling Units:				-						
	I hereby certify	that the informat	tion provided in th			knowl	edae.	true an	d co	rrect.			
Signature:	1	~~~	M	о арриоалоги	1 - 1		3-1	efe year		Date:	202	3-04	1-12
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	File#	Overlay Zonii	ng:	Minimum Set	backs:	FY		Marie I	RY		S	Y	14

Item	2
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	AGENT AUTHORIZATION	
To the City of Oroville, Department of Co	ommunity Development	
NAME OF AGENT:	PHONE NUMBER:	
COMPANY NAME:	EMAIL:	
ADDRESS:	CITY/ST/ZIP:	
AGENT SIGNATURE:		
Is hereby authorized to process this a	pplication on my/our property, identified as Butte	County Assessor Parcel Number (s):
This authorization allows representation said processing, but not including documents. Owner(s) of Record (sign and print)	on for all applications, hearings, appeals, etc. and ument (s) relating to record title interest. It name)	to sign all documents necessary re-
1) Print Name of Owner	Signature of Owner	Date
2) Print Name of Owner	Signature of Owner	Date
Print Name of Owner	Signature of Owner	Date
Print Name of Owner	Signature of Owner	Date
	Owner's Email	Owner's Phone #

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

Technology cost recovery fees are non-refundable

Item 2.



City of Oroville
Planning Division - Community Development Department

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

TRAKIT#:

USE PERMIT APPLICATION

13/42	REQUIRED FOR A COMPLETE A			1	NOVIGE all triat ap	PERMIT TY	PE TO THE TOTAL PROPERTY OF THE PERTY OF THE	
m	Completed and signed Application Forms				New Use Permit: \$2,889.98 (Deposit) + \$173.40(6% Tech Fee) = \$3,063.38			
	Application Fee Paid			✓	Amendment to Existing Use Permit: \$1,024.09 + \$61.45 (6% Tech Fee) = \$1,085.54			
		4	PROJEC	CT PL	ANS			
All p	lans and drawings shall be drawn to so graphic features and all information ne	ale to t	he extent feasil	ole and	shall indicate the fi	ull dimensions Please include	s, contours and other e the following:	
V	Site and floor plans, including the location, square footage and use of all structures.							
~	2. Architectural drawings showing proposed building elevations.							
1	3. Landscape plans showing the types, sizes and location of vegetation to be planted and the irrigation system to be installed							
V	4. Plans for the configuration & layout of all off-street parking spaces, including entrances, exits and internal circulation routes.							
1	5. Plans for all lighting to be installed on the site, including the location, type, height and brightness of each lighting fixture.							
~	6. Drawings of all signs that are proposed in association with the project.							
V	7. Plans showing the location, sq footage and capacity of any existing or proposed surface storm-water detention facilities.							
V	Plans showing the location and square footage of any existing or proposed outdoor storage areas.							
1	Descriptions of any off-site infrastructure improvements to be provided in conjunction with the project.							
V	10. Hours of operation for all proposed land uses.							
V	11. Number of employees and fleet vehicles for all proposed land uses							
V	12. A letter authorizing the use permit application from the owner of the property.							
			CLASS	IFICA	ΓΙΟΝ			
Alcohol & Beverage Sales			Nonconforming Uses & Structures			Uses in Industrial Districts		
	Agricultural Uses		Outdoor Storage			Uses Mini-Storage Overlay(MS-O)		
	Animal Keeping (Commercial)		Parking Requirement Exceptions			Uses in Residential Districts		
	Barbed/Razor Wire Fence		Temporary Use			Uses in Special Purpose Districts		
	Density Bonus & Other Incentives		Uses in a Conditional Overlay (C-O)			Uses not Specified but Allowed		
	Exceptions to Height Limits	YES	Uses in Commercial & Mixed-Use Districts			Wireless Communication Facilities		
	Other: (Please Specify)			e de				
1. 0			APPLICANT					
	I hereby certify that the inf	ormatic	n provided in the	nis app	lication is, to my kn			
Sign	nature: Ghilina	1	M			Date:	12/04/23	
WARE S			OFFICE	USE	DNLY			
App	roved By:		Vergion !	ATTENDED TO A	Date:			
Pay	ment:		ikung di kecamatan d			Number:	Martine and the Committee of the Art of the	

PROJECT DESCRIPTION							
Present or Previous Use:	RETAIL						
Proposed Use:							
Detailed Description:							
	the second of drive thru						
window from suite-B to	remodel of Existing Retail commercial building including relocation of drive thrubs suite-A & switching storefront and window in suite-A.						
City of the service o							
The Maria Rose							

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

USE PERMIT NARRATIVE

City of Oroville 1735 Montgomery Street Oroville, CA 95965 December 01, 2023

Subject: Site Revisions and Starbucks Coffee-T.I. in Existing Retail Commercial

Address: 2040 3rd Street

City of Oroville, CA 95965 <u>APN Number</u>: 031-161-061-000

To whom it may concern:

We respectfully submit the subject application for your consideration on behalf of owner Mr. Kulwinder S. Lally. The existing retail building, sized approximately 4,105 Sq ft., was constructed in compliance with previously approved Use Permit UP13-01 for three future tenants. A Drive Thru' was proposed for the middle tenant in Suite-B.

Starbucks Coffee is leasing Suite-A of the building to set-up Drive Thru' coffee only. Starbucks standards requires

- redesign of Drive thru' to accommodate more cars,
- redesign of Trash Enclosure for larger capacity
- relocation of the Drive Thru' window to Suite-A from Suite-B.
- switching of Storefront Window and Entrance Door of Suite-A

Proposed layout of Drive thru' lane will accommodate 12 cars. Total of 32 25 onsite parking spaces are proposed, which include spaces for the Starbucks employees also. Site Plan also shows tentative location of 10 more cars which can wait onsite to enter Drive Thru' during peak morning hours.

The Starbucks to operate on 24/7 with peak hours from 7 am to 10 am. Total 25 employees with max. 7 employees per shift are anticipated to serve approximately 650 Drive thru' customers per day.

Additionally, the proposed design complies with the current Zoning and Building codes adopted by the City of Oroville.

We believe that the overall design will enhance the public health, safety, welfare of the surrounding area as well as bring consistency in objectives of the General Plan, Policies and Standards.

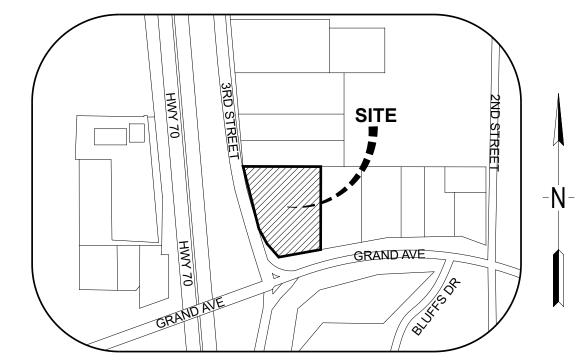
We hereby request for the approval of the Use Permit.

Please contact for any further assistance.

Sincerely,

Sukhlit **iTtSny^ASingh** Principal _{Manager}

702-287-0347 (Phone); tony@continentaldc.com



LALLY COMMERCIAL CENTRE

FOR

USE PERMIT

2040 3RD STREET, OROVILLE, CA 95965

APN: 031-161-061-000

GROSS PROJECT AREA: 1.03 ACRES

DISTURBED AREA: 0.45 ACRES

PROJECT CONTACTS

APPLICANT

USA MINI MART, INC. 1961 TAYLOR STREET YUBA CITY, CA 95993

KULWINDER LALLY PHONE:- (530)218-7931

CONSULTANT (DESIGN DEVELOPMENT)

CONTINENTAL DEVELOPMENT CONSULTANTS, INC. P.O. BOX 1924

WOODLAND, CA 95776

SUKHJIT 'TONY' SINGH, PRINCIPAL MANAGER

PHONE:- (702) 287-0347 Email:- tony@continentaldc.com

SHEET INDEX

ARCHITECTURAL PLANS

COVER SHEET

UP-2.0 FLOOR PLAN

EXTERIOR ELEVATIONS SITE SECTIONS FOR RTU VISIBILITY

CIVIL PLANS

COVER SHEET

CONSULTANT'S NOTES

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PROPOSED SITE PLAN

ONSITE GRADING AND DRAINAGE PLAN

SURFACE IMPROVEMENTS PLAN

AS-BUILT UTILITY PLAN

SITE SECTIONS C7.0 SITE-DETAILS

C7.1 SITE-DETAILS

TRASH ENCLOSURE DETAILS

EROSION AND SEDIMENT CONTROL PLAN

EROSION AND SEDIMENT CONTROL DETAILS

RETAINING WALL DESIGN AND DETAILS

LANDSCAPE PLANS

PLANTING PLAN

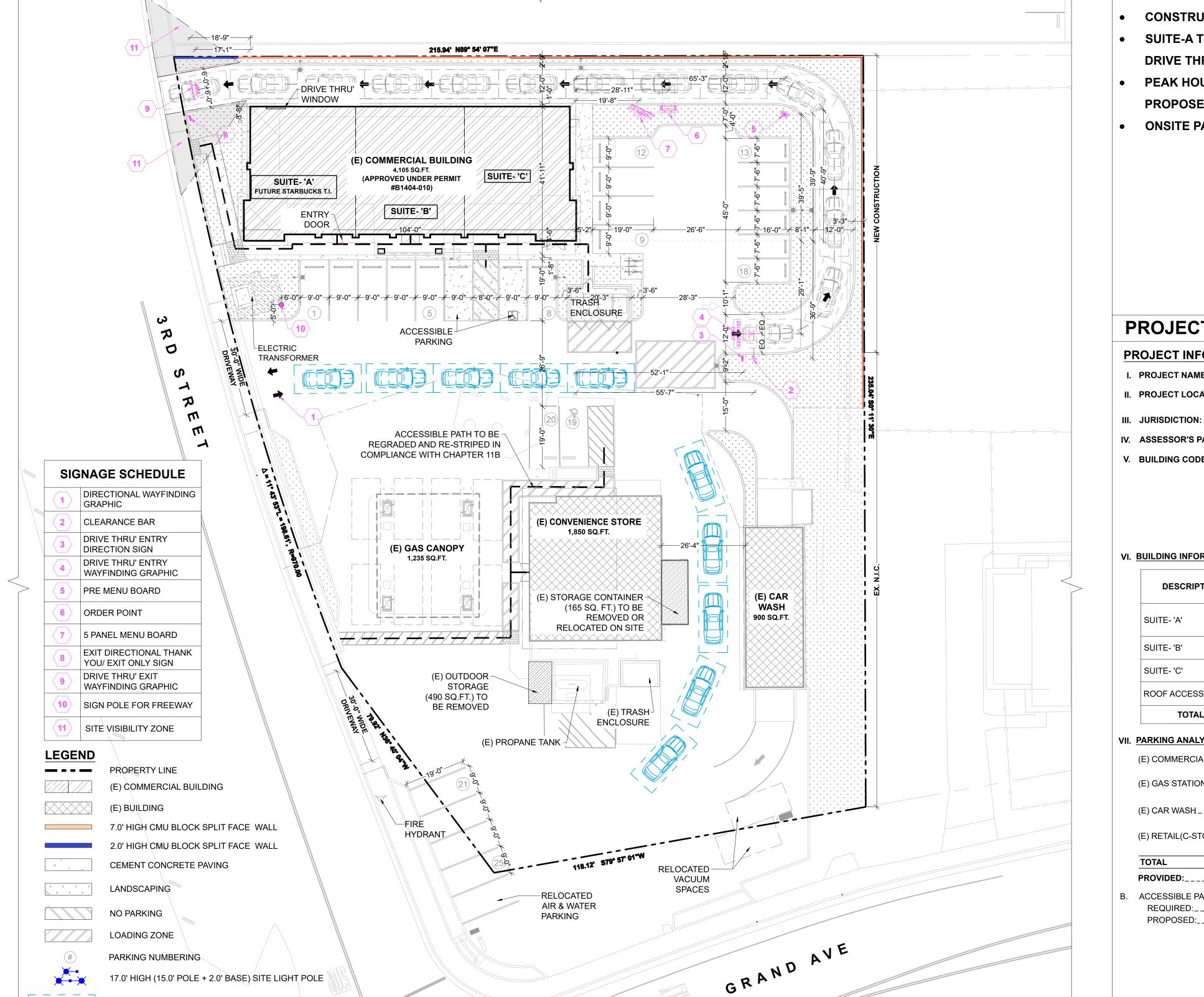
IRRIGATION PLAN LANDSCAPE NOTES

LANDSCAPE DETAILS

LANDSCAPE DETAILS LANDSCAPE DETAILS

MWELO DOCS

E1.0 SITE PHOTOMETRICS PLAN



PEAK HOUR OVERFLOW QUEUING (10 VEHICLES)

FOR FUTURE STARBUCKS

PROJECT DESCRIPTION

- CONSTRUCTION OF 4,105 SQ.FT. RETAIL BUILDING WITH THREE FUTURE TENANTS.
- SUITE-A TENANT TO BE STARBUCKS WITH DRIVE THRU'. STACKING OF 12 CARS IN THE DRIVE THRU LANE PROPOSED.
- PEAK HOUR OVERFLOW FOR UPTO 10 CARS WAITING TO ENTER THE DRIVE THRU LANE PROPOSED.
- ONSITE PARKING FOR SUITE- B & C TENANTS PROPOSED.

PROJECT DATA

PROJECT INFORMATION

I. PROJECT NAME LALLY COMMERCIAL CENTER

_CITY OF OROVILLE

V. BUILDING CODE: _2022 CALIFORNIA BUILDING CODE (CBC)

2022 CALIFORNIA PLUMBING CODE (CPC)

2022 CALIFORNIA ENERGY CODE (CENC) 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)

2022 CALIFORNIA MECHANICAL CODE (CMC)

2022 CALIFORNIA ELECTRICAL CODE (CEC)

2022 CALIFORNIA FIRE CODE (CFC) 2022 CALIFORNIA EXISTING BUILDING CODE (CEBC)

VI. BUILDING INFORMATION

DESCRIPTION	AREA (SQ.FT.)	OCC. GROUP	USE	CONST. TYPE	FIRE SPRINKLERS	STORIES
SUITE- 'A'	1,367 SQ.FT.	B (SEC. 304.1)	FUTURE STARBUCKS T.I.			
SUITE- 'B'	1,360 SQ.FT.	B/ M NON-SEPARATED	VACANT	V-B (SEC. 602.5)	NO (SEC. 907.2.2	ONE
SUITE- 'C'	1,243 SQ.FT.	(SEC. 304.1 & 309.1)			& 907.2.7)	
ROOF ACCESS ROOM	135 SQ.FT.					
TOTAL	4,105 SQ.FT.					

VII. PARKING ANALYSIS (TABLE 26.13.070-1)

TOTAL	24 SPACES
(E) RETAIL(C-STORE)	1850/300 = 7 SPACES (1 SPACE/ 300 SQ.FT. OF GROSS FLOOR AREA)
(E) CAR WASH	1 x 1 = 2 SPACES (ONE FOR EACH WASH BAY)
(E) GAS STATION	2 SPACES (AS REQUIRES FOR INDIVIDUAL ACCESSORY)
(E) COMMERCIAL BUILDING.	4105/300 = 13.68 ≈ 14 SPACES (1 SPACE/ 300 SQUARE FEET OF GROSS AREA)

B. ACCESSIBLE PARKING SPACES (TABLE 11B-208.2, CBC) REQUIRED:_____2 SPACES PROPOSED:______ 3 SPACES [2(N) & 1(E)]

PROVIDED:_____ 24 SPACES [22(N) & 2 (E)]

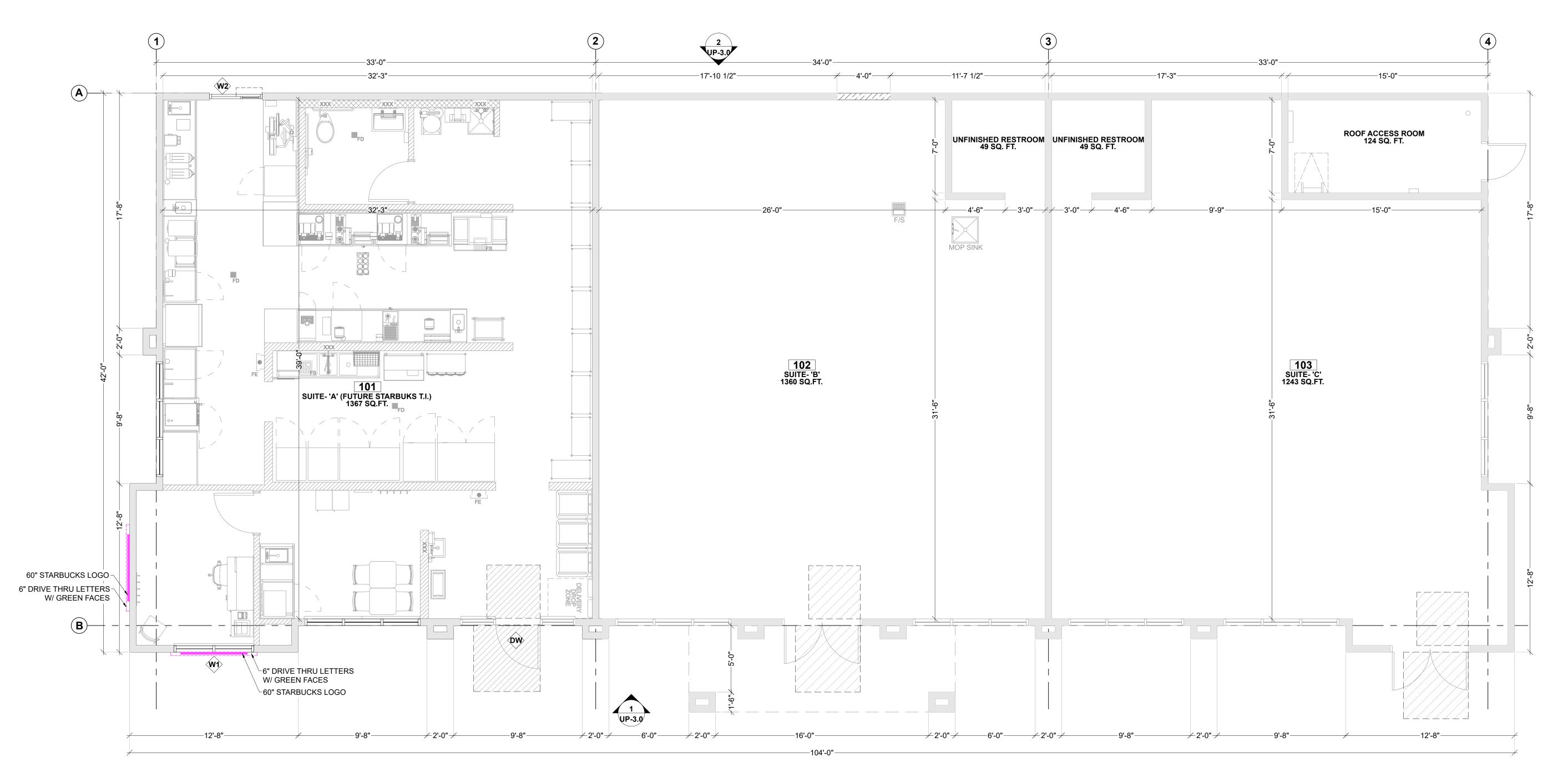
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<u>n</u>

Consultants,

SITE PLAN SCALE: N.T.S. (FOR REFERENCE ONLY)



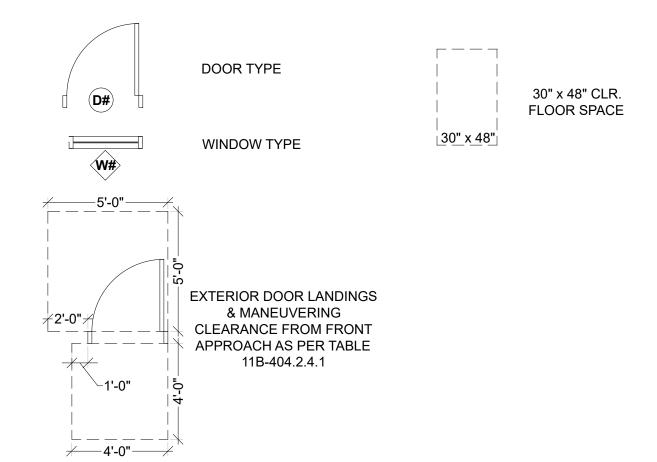




EXISTING WALLS

2 x 6 EXTERIOR WOOD STUDS @ 16" O.C. WALL FINISHED WITH STUCCO SYSTEM OUTSIDE & FINISHED WITH GYP. BOARD INSIDE.

2 x INTERIOR WOOD STUD WALL @ FUTURE STARBUCKS



DOOR/ WINDOW SCHEDULE:

#	QTY.	WIDTH	SILL HEIGHT	REMARKS
DW	1	8'-8"	2'-0"	STOREFRONT
W ₁	1	6'-0"	2'-0"	WINDOW IN PLACE OF EXISTING DOOR
W2	1	4'-0"	2'-8"	EXISTING DRIVE THRU' WINDOW (RELOCATED)

REVISIONS:

REVISION ISSUE

DAT

Continental Development Consultants, Inc.

Las Vegas, NV
Phone (702)347-6137; (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com

SED FLOOR PLAN
MMERCIAL CENTER
3RD STREET

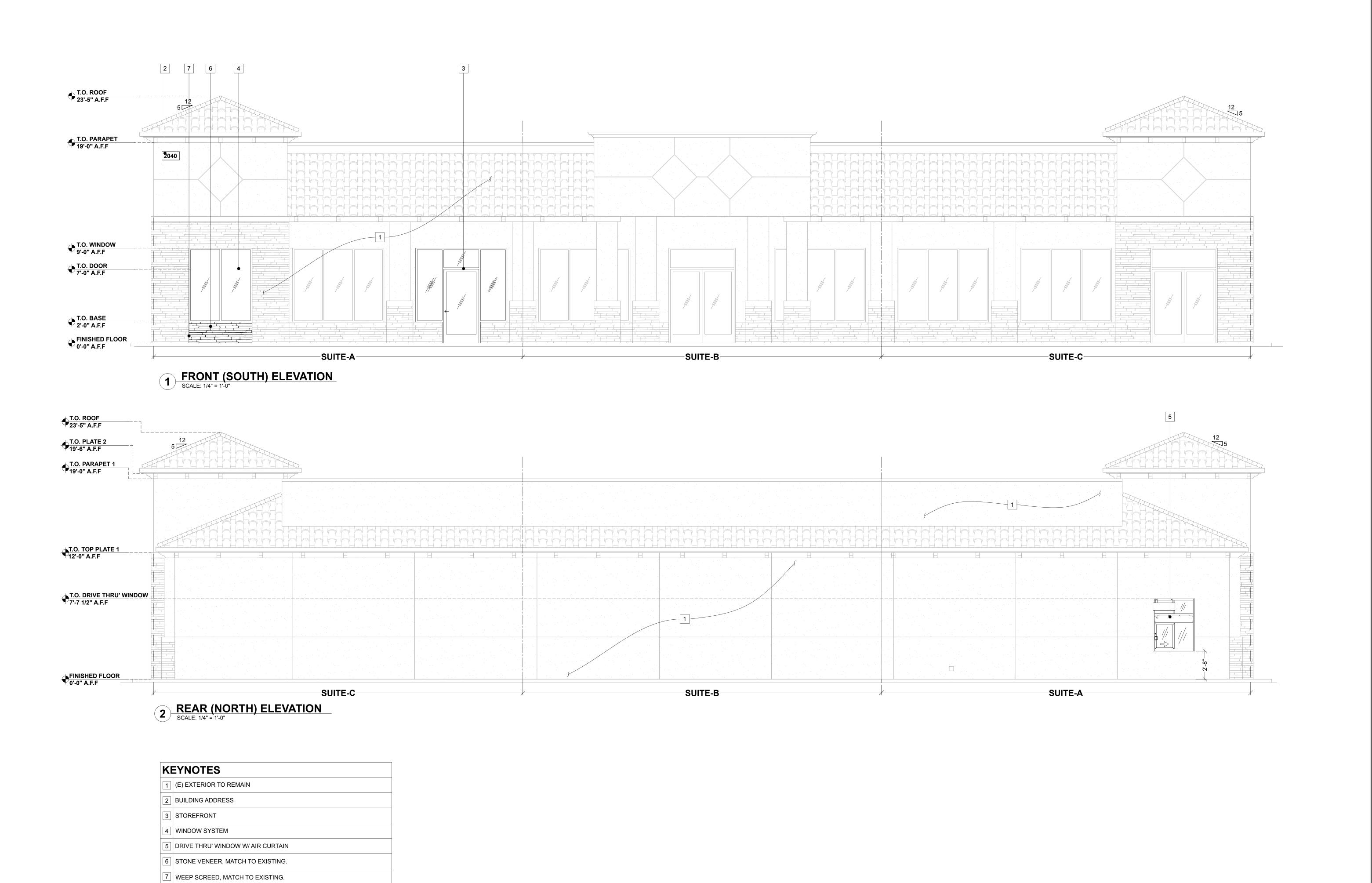
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2040 3RD ST

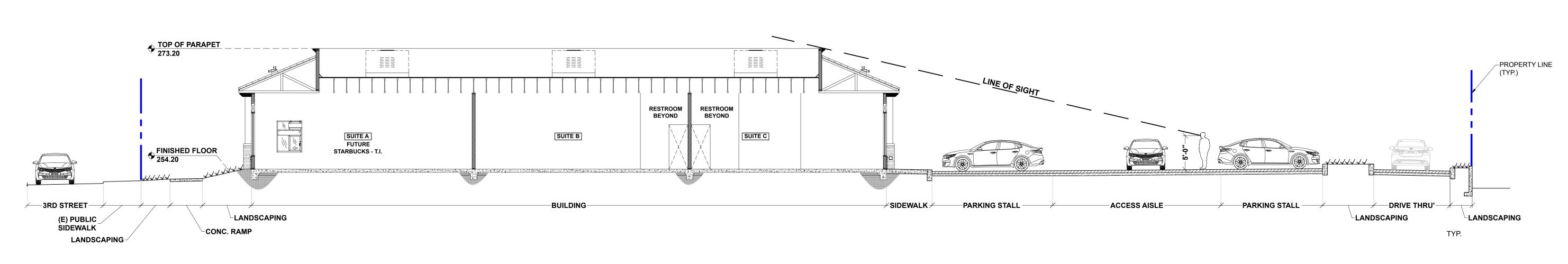
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Continental Development Consultants, Inc. ERCIAL CENT STREET CA 95965

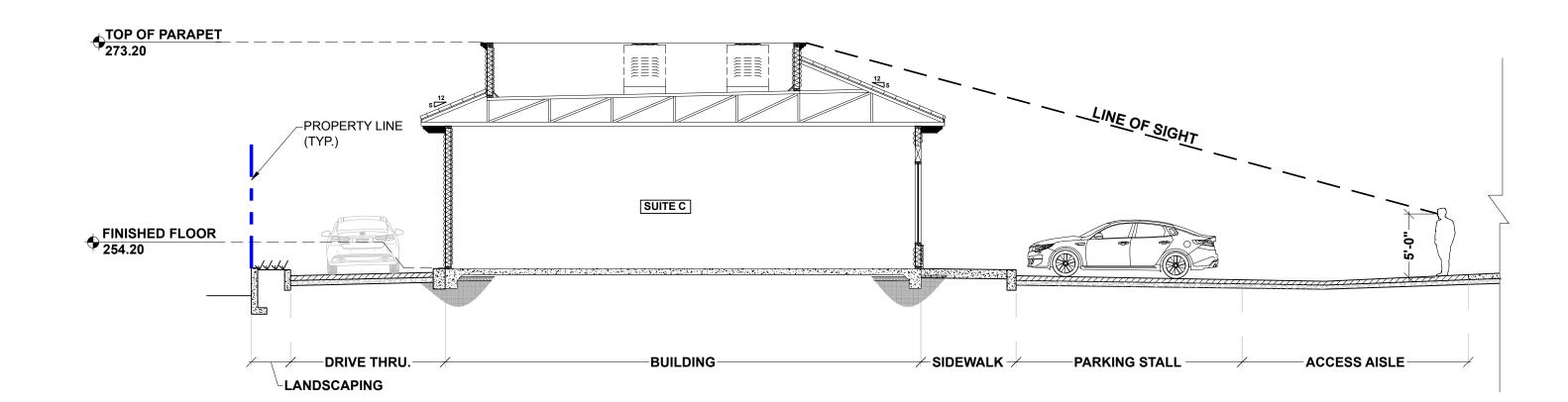
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JOB: KSL-OROVILLE
DWG BY: ASG
CHK BY: DV



SITE SECTION

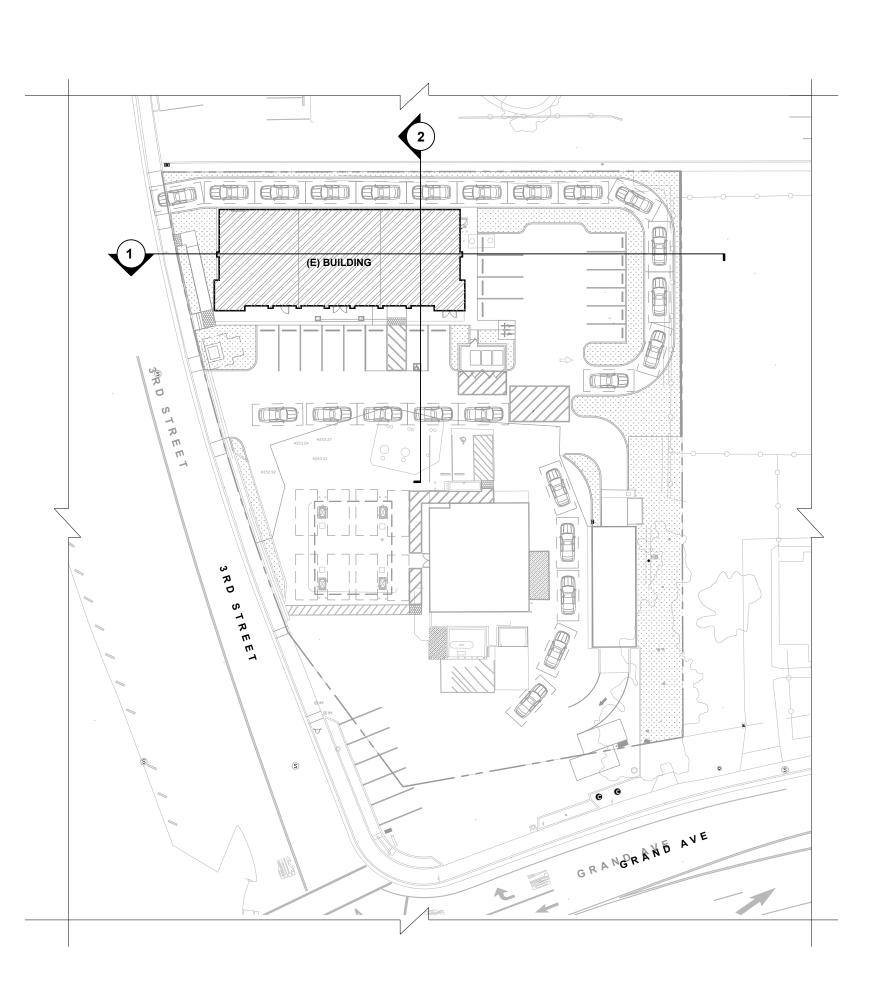
SCALE: 1/8" =1'-0"

TYP.



SITE SECTION

SCALE: 1/8" =1'-0"



(2) KEY PLAN

Ind, CA

Continental Development Consultants, Inc.

Las Vegas, NV

Phone (702)347-6137; (530)405-3780 • FAX (702)664-6237

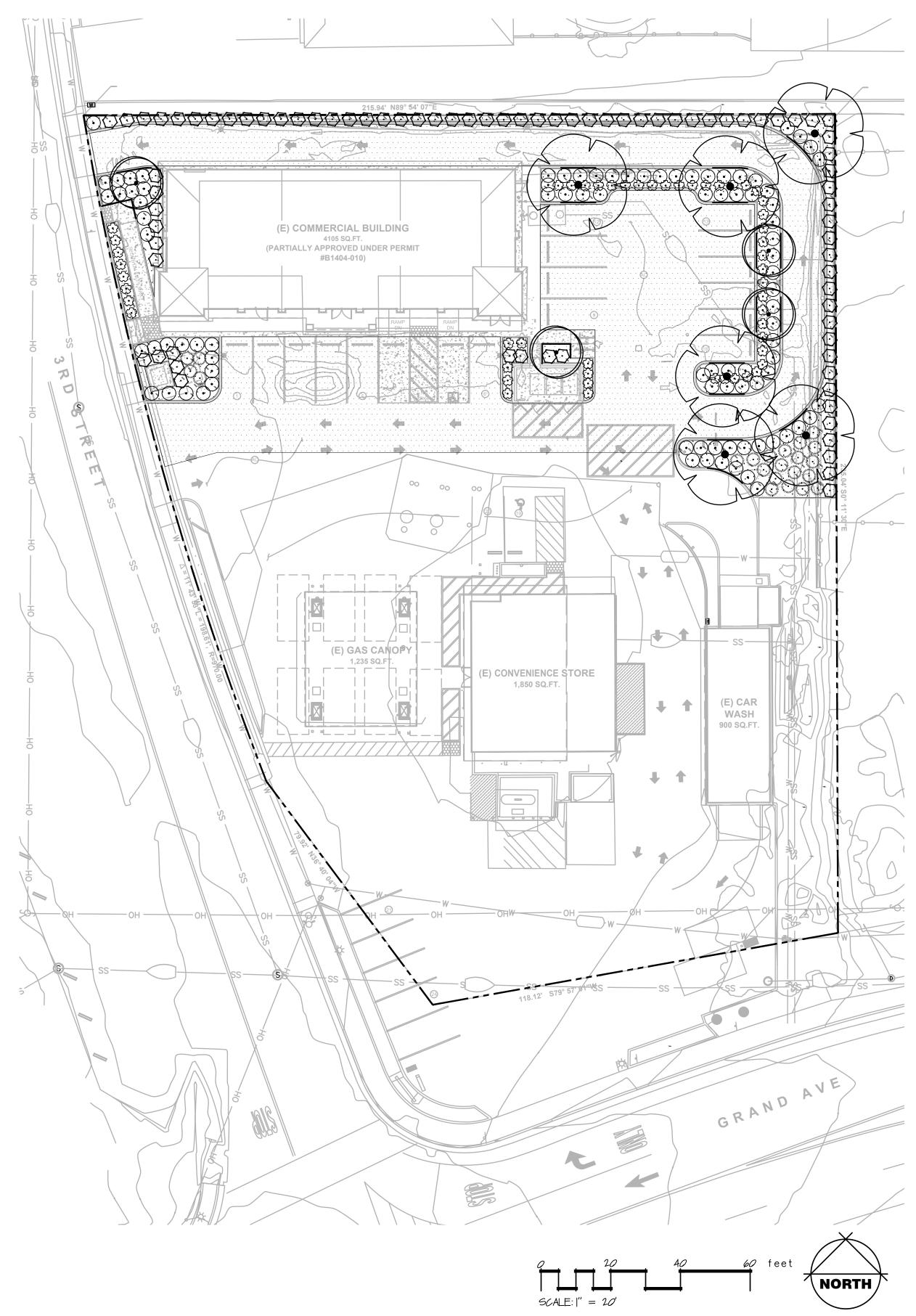
Email: Contact @ continentaldc.com

Las /

SITE SECTIONS FOR RTU VISIBILITY
LALLY COMMERCIAL CENTER
2040 3RD STREET
OROVILLE, CA 95965

DATE: 02/13/2024 JOB: KSL-OROVILLE DWG BY: DV CHK BY: SPK

UP-4.0



REFERENCE NOTES SCHEDULE

<u>SYMBAL</u>	SITE FURNISHINGS DESCRIPTION	QTY
	ROOT BARRIER-SEE DETAIL 24" DEEP X IO' WIDE (CENTERED ON TRUNK). PLACE ADJACENT TO HARDSCAPE	84 LF
<u>SYMBAL</u>	PRELIMINARY DESIGN DESCRIPTION	QTY
	PARKING LOT AREA	10,392 SF
<u>SYMBAL</u>	MULCH DESCRIPTION	QTY
	ORGANIC RECYCLED MULCH-3" DEPTH	30.57 CY

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	WATER USE	MATURE WIDTH	<u>QTY</u>
TREES					
	LAURUS X 'SARATOGA' / SARATOGA HYBRID LAUREL	5 GAL	L <i>O</i> W	10° T0 15° DIA	4
	PISTACIA CHINENSIS 'KEITH DAVEY' / KEITH DAVEY CHINESE PISTACHE	5 GAL	L <i>O</i> W	25' TO 30' DIA	6
SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	MATURE WIDTH	<u>QTY</u>
SHRUBS					
•	CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF WEEPING BOTTLEBRUSH	GAL	L <i>O</i> W	4` DIA	5
33000000000000000000000000000000000000	MUHLENBERGIA RIGENS / DEER GRASS	GAL	L <i>O</i> W	5' DIA	22
\bigcirc	OLEA EUROPAEA 'LITTLE OLLIE' TM / LITTLE OLLIE OLIVE	5 GAL	L <i>O</i> W	5' DIA	80
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' / HUNTINGTON CARPET ROSEMARY	l GAL	L <i>O</i> W	5' DIA	89

PARKING LOT SHADE CALCULATIONS

SPECIES	MATURE CANOPY RADIUS	TOTAL CANOPY AREA	QUANTITY BY SHADE COVERAGE				TOTAL SHADE
			25%	50%	75%	100%	(SF)
LAURUS X 'SARAT <i>O</i> GA'	8	20 .0	0	2	0	0	20 .0
PISTACHIA CHINENSIS	16	803.8	0	2		5	5425.9
	•			•		TREE AREA SHADE	5626.9
					CAR	RPORT AREA SHADE	0.0
					TOTAL A	AREA PARKING LOT	0392.0
						PERCENT SHADE	54. 5%

LALLY COMMERCIAL CENTER

2040 3RD ST OROVILLE, CA 95965

client:

KULWINDER LALLY

1961 TAYLOR ST. YUBA CITY, CA. 95993

530.218.7931

designlab 252

P.O. Box 27616 Fresno, CA 93729 Studio: 559.472.9966 Fax: 559.472.9969



checked by: drawn by: PB KJ

submittal:	date
No. 1	02/12/2024
No. 2	XX/XX/XXXX
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

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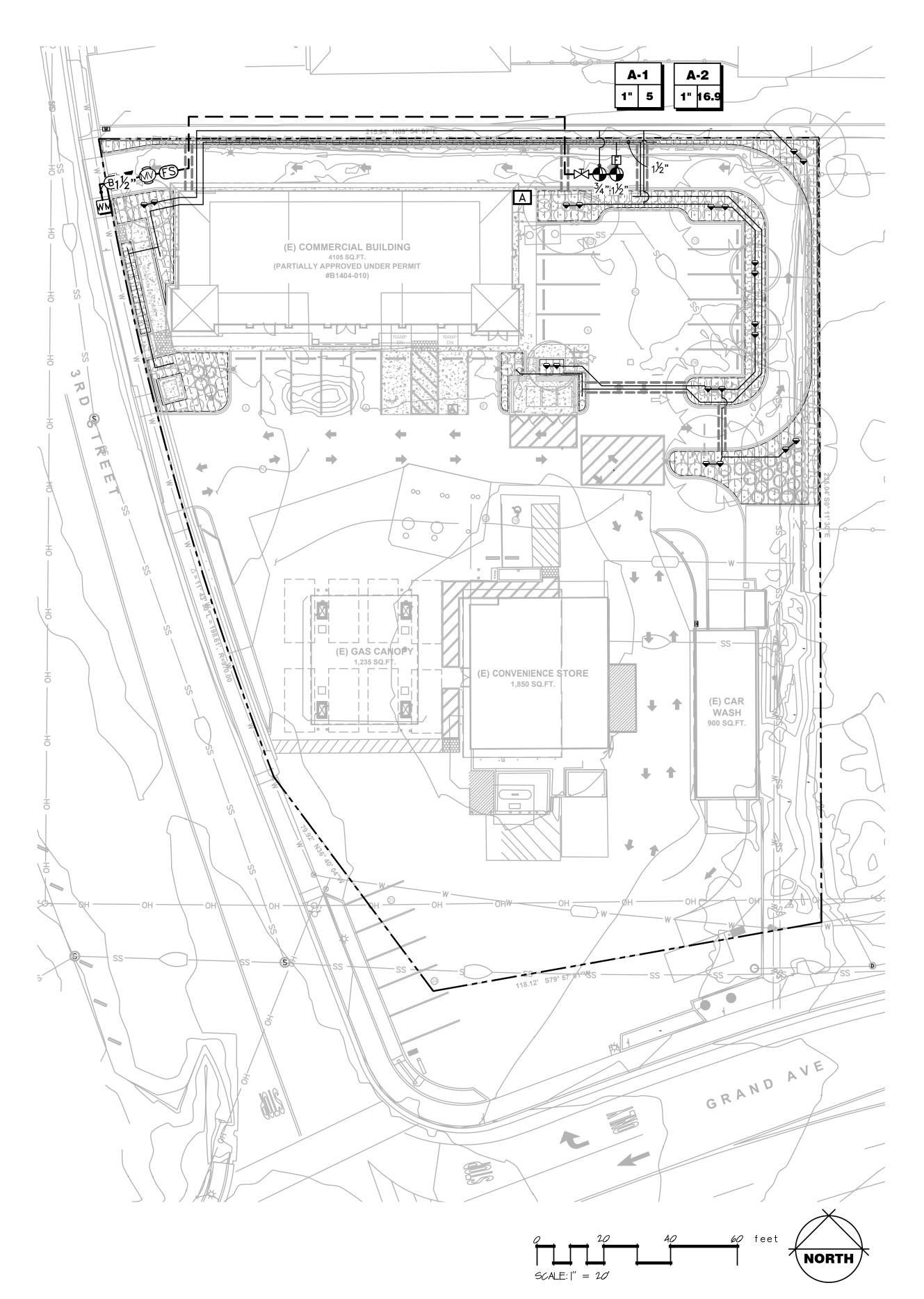
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PLANTING PLAN

sheet no.

I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN.

LA-1



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	ARC	<u>PSI</u>	<u>GPM</u>	RADIUS
~	T <i>ORO 5705</i> -FB-PC IN RWS 0.256PM PRESSURE-COMPENSATING FLOOD BUBBLER NOZZLE ON 570S FIXED RISER IN 36" ROOT WATERING TUBE. 0.256PM, 0.56PM, 1.06PM, AND 2.06PM.	20	360	20	0.25	3'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	<u>QTY</u>				
	AREA TO RECEIVE DRIPLINE TORO T-PCB-1853-18 DRIP-IN PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.53 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 24" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. PLACE ONE FLUSH VALVE PER PLANTER PER MANUFACTURER'S RECOMMENDATION	2,8 6 L.F.				
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	<u>QTY</u>				
•	IRRITR <i>OL 00</i> P-6 " "-3" ELECTRIC REMOTE CONTROL VALVE, GLOBE CONFIGURATION. PRESSURE RANGE OF 20-220 PSI. OPTIONAL MODULAR PRESSURE REGULATION	2				
×	BALL VALVE PVC WHITE BALL VALVE FOR SCH 40 AND SCH 80 PIPE.	1				
×	GATE VALVE /2", 3/4", ", - /4", - /2", 2", 2- /2", 3", 4" BRASS GATE VALVE. THREADED BONNET, NON-RISING STEM, PRESSURE RATED TO 200 PSI. SAME SIZE AS MAINLINE.	I				
	IRRITR <i>OL 700-</i> " " ULTRAFL <i>O</i> W ELECTRIC VALVE, INTERNAL BLEED FL <i>O</i> W CONTROL. 0.1-50 GPM FLOW RANGE. 4-1/2" H X 30 W X 4-3/50 D	I				
BF	FEBCO 825Y " REDUCED PRESSURE BACKFLOW PREVENTER INC R30 BLANKET	I				
A	IRRITR <i>O</i> L MC-6E WITH CLIMATE LOGIC 6 — STATION, COMMERCIAL—GRADE, OUTDOOR/INDOOR CONTROLLER. EQUIPPED IN A RUGGED, LOCKABLE, VANDAL—PROOF, WEATHER RESISTANT STEEL CABINET. WALL MOUNTED.	I				
(FS)	TORO TFS 3/4" 1/2", 3/4", 1", 1-1/2", 2", 3", AND 4" PLASTIC TEE SIZES. EFFECTIVE FLOW MONITORING, EVEN IN FLOWS LESS THAN 5 GPM. COMPATIBLE WITH TORO AND COMPETITIVE CONTROLLERS. IMPELLER-BASED, PVC DESIGN.	I				
F	AMIAD -C-STEEL SCREEN 30MM AMIAD " COMPACT MANUAL PLASTIC FILTER, NPT THREAD, STEEL SCREEN ELEMENT. ENGINEERED-PLASTIC MATERIAL, MAXIMUM WORKING PRESSURE .	I				
WM	WATER METER " SEE CIVIL PLAN ASSUMED STITIC PRESSURE = 50 PSI IRRIGATION LATERAL LINE: PVC SCHEDULE 40 3/4"	894.3 L.F.				
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1/2"	168 L.F.				
	·	194.6 L.F.				
	PIPE SLEEVE: PVC SCHEDULE 40	41.0 L.F.				
,	Valve Callout					
# •	——— Valve Number					
#" #●	——— Valve Flow					
' 	——— Valve Size					

I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN.

LALLY COMMERCIAL CENTER

> 2040 3RD ST OROVILLE, CA 95965

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drawn by:	checked by:
KJ	PB

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No. 1	02/12/2024
No. 2	XX/XX/XXXX
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

scale: 1"=20'-0"

sheet title:

IRRIGATION PLAN

sheet no.

LA-2

GENERAL NOTES

- I. EXISTING UTILITIES INFORMATION ON THE DRAWINGS RELATING TO EXISTING UTILITY LINES AND SERVICES IS FROM THE BEST SOURCES AVAILABLE. ALL SUCH INFORMATION IS FURNISHED FOR INFORMATION ONLY AND IS NOT GUARANTEED.
- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR AN COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- B. CALL UTILITY LOCATING SERVICE FOR PRECISE UTILITY LOCATIONS BEFORE BEGINNING ANY WORK.

 UNDERGROUND SERVICE ALERT. (800) 227-2600.

2. EXISTING CONDITIONS:

- A. PROTECTION OF EXISTING TREES: CONSTRUCT FOUR (4) FOOT HIGH ORANGE CONSTRUCTION FENCE OR OTHER APPROVED PROTECTIVE FENCING AROUND THE TREE. CONTACT THE OWNER/OWNER'S REPRESENTATIVE FOR LOCATION OF THE FENCE IF NOT SHOWN ON THE PLAN. DO NOT ENTER, OR PLACE OBJECTS WITHIN THE FENCED AREA. PLACE A THREE (3) INCH LAYER OF WOOD MULCH WITHIN THE FENCED AREA BUT KEEP MULCH OFF OF TRUNK. CONTRACTOR SHALL MAINTAIN FENCED AREA CLEAR OF OBJECTS AT ALL TIMES.
- B. WHEN IT IS NECESSARY TO EXCAVATE OR TRENCH ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ALL ROOTS TWO (2) INCH AND LARGER IN DIAMETER EXCEPT DIRECTLY IN THE PATH OF PIPE OR CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS RUN CLOSEST TO TREES HAVING ROOTS SMALLER THAN TWO (2) INCHES IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED, MAKING CLEAN CUTS THROUGH. ROOTS ONE (1) AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL, OR EQUAL. TRENCHES ADJACENT TO TREE SHALL BE CLOSED WITHIN TWENTY—FOUR (24) HOURS, AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.
- C. PRIOR TO BID, CONTRACTOR SHALL VERIFY EXISTING IRRIGATION CONTROLLER, WATER METER AND BACKFLOW PREVENTER LOCATIONS. CONTRACTOR SHALL VERIFY EXISTING IRRIGATION STATIONS AT ADJACENT WORK AREA AND DETERMINE VALVES CONTROLLING HEADS INDICATED FOR CONNECTION TO EXISTING SYSTEM. CONTRACTOR SHALL VERIFY VALVE SIZE AND EXISTING GPM FLOW PRIOR TO ADDING NEW HEADS. ALSO, SPACING AND COVERAGE SHALL BE VERIFIED AND NECESSARY PROVISION IN BID MADE FOR REQUIRED ADJUSTMENTS AND MODIFICATIONS TO ACHIEVE PROPER COVERAGE.
- 3. CONTRACTOR SHALL FURNISH A LIST AND CUT SHEETS OF THE MATERIALS PROPOSED FOR THE PROJECT TO THE OWNER/OWNER'S REPRESENTATIVE FOR APPROVAL. CONSTRUCTION SHALL NOT BEGIN UNTIL MATERIALS ARE APPROVED.

4. INSPECTION SCHEDULE

- A. THE FOLLOWING INSPECTIONS SHALL BE PERFORMED BY THE OWNER/OWNER'S REPRESENTATIVE DURING CONSTRUCTION. OWNER/OWNER'S REPRESENTATIVE SHALL CONTACT LANDSCAPE ARCHITECT FOR INSPECTION REQUIREMENTS, IF INSPECTIONS REQUIRE THE PRESENCE OF THE LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT MUST BE NOTIFIED A MINIMUM OF 4 DAYS PRIOR TO SCHEDULED INSPECTION DATE.
 - PRESSURE TESTING OF IRRIGATION MAINLINE-OPEN TRENCH.
 - FINAL IRRIGATION INSPECTION—CONFIRMATION OF IRRIGATION EQUIPMENT PLACEMENT AND FULL IRRIGATION COVERAGE
 - INSPECTION OF PLANT MATERIALS ON SITE BEFORE INSTALLATION.
 - FINAL CONSTRUCTION INSPECTION PRIOR TO COMMENCEMENT OF WARRANTY PERIOD.
 - FINAL PROJECT ACCEPTANCE AT THE END OF WARRANTY PERIOD.
- 5. CLEAN UP ON A DAILY BASIS PER OWNER/OWNER'S REPRESENTATIVE'S APPROVAL.

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS:

- SEE CIVIL PLANS FOR GRADING PLAN.
- 2. A SOILS REPORT IS REQUIRED. SOIL TESTING SHALL OCCUR AFTER ALL SOIL HAS BEEN IMPORTED TO THE SITE, BUT PRIOR TO SOIL PREPARATION. THE CONTRACTOR SHALL OBTAIN A SOILS TEST FOR 'AGRICULTURAL SUITABILITY AND FERTILITY' PREPARED BY A CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES MEMBER. REPORT SHALL CONTAIN RECOMMENDATIONS FOR SOIL PREPARATION AND BACKFILL MIX. THIS REPORT SHALL BE FURNISHED TO THE OWNER AND OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO IMPLEMENTATION.
- 2.|. PRIOR TO PLANTING OF AMY MATERIALS, COMPACTED SOILS SHALL BE TRANSFORMED TO A FRIABLE CONDITION. ON ENGINEERED SLOPES, ONLY AMENDED PLANTING HOLES NEED MEET THIS REQUIREMENT.
- 2.2. SOIL AMENDMENT SHALL BE INCORPORATED ACCORDING TO THE RECOMMENDATIONS
 OF THE SOILS REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.
- 2.3. FOR LANDSCAPE INSTALLATIONS, COMPOST AT A RATE OF A MINIMUM OF FOUR (4)
 CUBIC YARDS PER 1,000 SQUARE FEET OF PERMEABLE AREA SHALL BE
 INCORPORATED TO A DEPTH OF 6" INTO THE SOILS. SOILS WITH GREATER THAN
 6% ORGANIC MATTER IN THE TOP SIX (6) INCHES ARE EXEMPT FROM ADDING
 COMPOST AND TILLING.
- 3. A MINIMUM OF A THREE (3) INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT IN TURF AREAS, CREEPING OR ROOTING GROUND COVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED. UP TO 5% OF THE LANDSCAPE MAY BE LEFT WITHOUT MULCH FOR INSECT HABITAT AND SIZE ARE MIST BE NOTED ON THE PLANS
- INSECT HABITAT, AND SUCH ARE MUST BE NOTED ON THE PLANS. 4. PRESSURE REGULATING DEVICES ARE REQUIRED IF WATER PRESSURE IS BELOW OR
- EXCEEDS THE RECOMMENDED PRESSURE OF THE SPECIFIED IRRIGATION DEVICES.

 5. CHECK VALVES OR ANTI-DRAIN VALVES ARE REQUIRED ON ALL SPRINKLER HEADS
- WHERE LOW POINT DRAINAGE COULD OCCUR.

 6. A DIAGRAM OF THE IRRIGATION PLAN SHOWING HYDROZONES SHALL BE KEPT WITH THE
- 6. A DIAGRAM OF THE IRRIGATION PLAN SHOWING HYDROZONES SHALL DE KEPT WITH TE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT PURPOSES.
- 7. A CERTIFICATE OF COMPLETION HSALL BE FILLED OUT AND CERTIFIED BY EITHER THE DESIGNER OR THE LANDSCAPE PLANS, IRRIGATION PLANS, OR THE LICENSED LANDSCAPE CONTRACTOR FOR THE PROJECT.
- 8. AN IRRIGATION AUDIT REPORT SHALL BE COMPLETED AT THE TIME OF FINAL INSPECTION.

PLANTING NOTES

- I. DO NOT WILLFULLY PROCEED WITH PLANTING AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN
 OBSTRUCTIONS, GRADE DIFFERENCES AND/OR AREA DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN
 DURING DESIGN, SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE
 OWNER/OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL
 NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ANY SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH LANDSCAPE INSTALLATION OPERATIONS.
- 3. CONTRACTOR TO PROVIDE A MINIMUM OF 2% POSITIVE DRAINAGE IN ALL PLANTING AREAS. IN NO CASE SHALL WATER DRAIN TOWARDS BUILDINGS.

4. WEED AND EXISTING GRASS CONTROL

A. WEED AND GRASS TYPES SHOULD BE IDENTIFIED BY AN APPROVED LICENSED PEST CONTROL ADVISOR TO ENSURE COMPATIBILITY WITH CHEMICALS AND SEASON OF THE APPLICATION. DO NOT USE CHEMICAL/METHOD THAT WOULD ADVERSELY AFFECT NEW PLANTING. REMOVE EXISTING PERENNIAL WEEDS FROM SITE BY MOWING AND GRUBBING.

5. SOILS

A. SOIL TESTING

- a. THE CONTRACTOR SHALL OBTAIN A SOILS TEST FOR AGRICULTURAL SUITABILITY AND FERTILITY PREPARED BY A CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES MEMBER. SOIL TESTING SHALL OCCUR AFTER ALL SOILS HAS BEEN IMPORTED TO THE SITE AND ROUGH GRADE ESTABLISHED, BUT PRIOR TO SOIL PREPARATION
- b. SOILS REPORT SHALL CONTAIN ANALYSIS OF SOIL TEXTURE, INFILTRATION RATE, PH, TOTAL SOLUBLE SALTS, SODIUM, AND PERCENT ORGANIC MATTER. SOILS REPORT SHALL CONTAIN RECOMMENDATIONS FOR SOIL PREPARATION; AMENDED SOIL AND FERTILIZATION.
- c. A MINIMUM *O*F 2 L*OCATIO*NS SHALL BE SAMPLED, ADDITIONAL SAMPLES REQUIRED AT THE RATE *OF O*NE PER EVERY 1*0,000* SF *O*F LANDSCAPE AREA.
- d. TWO (2) SAMPLES PER LOCATION SHALL BE TAKEN, ONE AT A DEPTH OF 10" AND ONE AT A DEPTH OF 24" TO 36". EACH SAMPLE SHALL CONTAIN APPROXIMATELY ONE QUART OF SOIL AND BE LABELED PER LOCATION AND DEPTH.
- e. THIS REPORT SHALL BE FURNISHED TO THE OWNER/OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO IMPLEMENTATION.

B. SOIL PREPARATION:

- a. ROTOTILL THE FOLLOWING AMENDMENTS INTO THE SOIL AT RATES INDICATED PER 1,000 SQUARE FEET AND INCORPORATE INTO THE TOP 6" OF SOIL:
- b. 4 CUBIC YARDS (CY) NITROGEN STABILIZED REDWOOD SHAVINGS
- c. 150 LBS GYPSUM
- d. |25 LBS GRO POWER PLUS
- C. PLANT PIT BACKFILLING SOILS SHALL CONSIST OF ONE (I) PART EXCAVATED SOIL TO ONE (I) PART AMENDED SOIL. MATERIALS SHALL BE THOROUGHLY MIXED BEFORE PLACEMENT.
- D. FERTILIZATION: FOR BID PURPOSES, IN ADDITION TO BACKFILL, COMMERCIAL FERTILIZER 20-10-5 AGRIFORM 21-GRAM TABLETS SHALL BE ADDED TO PLANT PITS AT THE FOLLOWING RATES:
- | TABLET PER | GALLON CONTAINER
- 2 TABLETS PER 5 GALLON CONTAINER
- 3 TABLETS PER 15 GALLON CONTAINER
- 4 TABLETS PER 24" BOX
- 5 TABLETS PER 30" BOX
- 6 TABLETS PER 36" BOX
- 7 TABLETS PER 42" BOX
- 8 TABLETS PER 48" BOX AND THOSE LARGER THAN 48".
 NO PACKS TO BE USED FOR SEASONAL COLOR AREAS.
- E. SHOULD IMPORT SOIL BE NECESSARY, INDICATE SOURCE LOCATION. SOIL SHALL BE SANDY LOAM CONTAINING NO TOXIC CHEMICALS. SUBMIT AGRICULTURAL SUITABILITY AND FERTILITY TESTING FOR THIS IMPORT TO OWNER/OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO SOIL IMPORTATION. TEST REPORT SHALL INCLUDE AMENDMENT RECOMMENDATIONS AND BE DONE BY AN APPROVED CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES MEMBER.
- F. UNDER NO CIRCUMSTANCES, CONCRETE AND OTHER DEBRIS MAY BE CRUSHED AND REUSED AS FILL IN PLANTING AREA.

6. PLANT MATERIAL APPROVAL AND PLACEMENT

- A. PROVIDE TREES, SHRUBS AND OTHER PLANTS OF SIZE, GENUS, SPECIES AND VARIETY SHOWN AND SCHEDULED FOR LANDSCAPE WORK AND COMPLYING WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- B. ALL PLANT MATERIAL OF A GIVEN SPECIES SHALL HAVE MATCHING FORM, UNLESS OTHERWISE SPECIFIED.
- C. IS IT THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIAL FREE FROM PESTS OR PLANT DISEASES. PRE-SELECTION OR 'TAGGED' MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED TO BE PEST AND DISEASE FREE PRIOR TO SHIPMENT. IT IS THE CONTRACTOR'S OBLIGATION TO PROVIDE ANY REQUIRED CERTIFICATIONS AND WARRANTY FOR ALL PLANT MATERIAL.
- D. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER/OWNER'S REPRESENTATIVE.
- E. NURSERY STAKES SHALL BE REMOVED FROM ALL TREES AFTER PLANTING. TREES SHALL BE ABLE TO BE SUPPORTED BY TREE STAKES ONLY.

 F. IN AREAS WITH EXISTING TURF OR GROUNDCOVER, CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF

BARE SPOTS AND ALL SCARS DUE TO IRRIGATION INSTALLATION OR RE-GRADING, AND SHALL MATCH

- EXISTING PLANTING TO ACHIEVE A UNIFORM OVERALL APPEARANCE

 G. LOCATION OF EXISTING TREES ARE APPROXIMATE. IF DURING GRADING OPERATION, EXISTING GRADE CANNOT BE MAINTAINED WITHIN DRIPLINE OF TREES, CONTACT OWNER/OWNER'S REPRESENTATIVE FOR DIRECTION PRIOR TO GRADING.
- H. ANNUAL COLOR SHALL BE SELECTED BY OWNER/OWNER'S REPRESENTATIVE AT TIME OF INSTALLATION.

 7. MULCH
- A. ALL SHRUB/GROUNDCOVER AREAS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" MULCH. TYPE SHALL BE SPECIFIED ON THE PLANS. SUBMIT SAMPLES TO OWNER/OWNER'S REPRESENTATIVE FOR APPROVAL.

 8. ROOT BARRIERS
- A. IN ADDITION TO ROOT BARRIERS SHOWN ON THE PLANS, ALL TREES WITHIN 5' OF ANY HARDSCAPE SHALL HAVE ROOT BARRIERS PLACED ADJACENT TO ANY HARDSCAPE. ROOT BARRIERS SHALL BE TEN (IO) FOOT LONG BY 24" DEEP AND CENTERED ALONG TRUNK OF TREE.

9. MOW STRIPS

A. IN ADDITION TO ANY MOW STRIPS OR HEADERS SHOWN ON THE PLANS, CONCRETE MOW STRIP, REDWOOD OR RECYCLED PLASTIC HEADERBOARD SHALL BE INSTALLED PER DETAIL WHEREVER GROUNDCOVER AREAS MEET TURF.

IRRIGATION NOTES

- I. THE IRRIGATION SYSTEM INDICATED ON THE PLANS IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR GRAPHIC DESIGN CLARIFICATION PURPOSED ONLY. EQUIPMENT SHALL BE LOCATED IN ADJACENT PLANTER. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING OR ARCHITECTURAL FEATURES
- 2. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, WALL LOCATIONS, ETC., THAT WILL AFFECT HIS WORK. IRRIGATION CONTRACTOR SHALL NOT INSTALL THE SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS THAT OBSTRUCTION, GRADE DIFFERENCES OR AREA DIMENSION DIFFERENCES EXIST. NOTIFY THE OWNER/OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES. IN THE EVENT THAT NOTIFICATION IS NOT MADE, THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR NECESSARY CHANGES AND WORK
- 3. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND OTHERS FOR LOCATING PIPE AND WIRE SLEEVES THROUGH WALLS, STRUCTURES, UNDER ROADS PAVING, ETC.
- 4. THE IRRIGATION DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE SHOWN FOR EACH POINT OF CONNECTION AND MAXIMUM GPM (GALLONS PER MINUTE) DEMAND SPECIFIED.
- 5. MAINLINE FEEDER BETWEEN POINT OF CONNECTION, METER AND BACKFLOW PREVENTER TO BE OF MATERIAL REQUIRED BY LOCAL WATER DISTRICT.
- 6. WHERE APPLICABLE, FINAL LOCATION OF THE BACKFLOW PREVENTER AND IRRIGATION CONTROLLER SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE AND OR OWNER'S REPRESENTATIVE.
- 7. A 120-VOLT ELECTRICAL POWER OUTLET AT EACH AUTOMATIC CONTROLLER LOCATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE NECESSARY POWER SOURCES AND TO MAKE THE FINAL LOOP UP FROM THE ELECTRICAL OUTLET TO THE AUTOMATIC CONTROLLER(S), INCLUDING PROPER GROUNDING AS REQUIRED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- 8. IN ADDITION TO THE SLEEVES SHOWN ON THE PLAN, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS UPON APPROVAL OF THE OWNER'S REPRESENTATIVE, IF REQUIRED TO OPERATE THE SYSTEM. SLEEVES SHALL BE 2-1/2 X DIAMETER OF THE PIPE.
- 9. CONCRETE THRUST BLOCKS SHALL BE PROVIDED ON ALL MAINLINE PIPING. THEY ARE TO BE LOCATED AT ALL ABRUPT CHANGES TO HORIZONTAL ALIGNMENT, REDUCTION IN PIPE SIZES, END OF LINE AND IN-LINE VALVES TO ABSORB ANY AXIAL THRUST OF THE PIPE. THRUST BLOCKS MUST BE FORMED AGAINST UNDISTURBED EARTH.
- O. INSTALL VALVE BOXES 4" FROM AND PERPENDICULAR TO PATH EDGE, CURB. LAWN, BUILDINGS OR HARDSCAPE.

 AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AN EQUAL DISTANCE FROM THE WALK, CURB, LAWN,

 ETC AND EACH BOX SHALL BE 6" APART. SHORT SIDE OF VALVE BOX SHALL BE PARALLEL TO WALK, CURBS,

 LAWN, ETC.
- ||. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE 24" COIL OF EXCESS WIRE AT EACH SPLICE. LABEL ALL WIRES WITH WATERPROOF MARKERS AT ALL SPLICES.
- 12. IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE, WATER CONSERVATION AND PREVENTION OF OVERSPRAY ONTO WALKS AND ROADWAYS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING SITE CONDITION AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.

PROJECT WARRANTY PERIOD

- I. PROJECT WARRANTY PERIOD SHALL BEGIN AFTER PROJECT IS COMPLETE AND APPROVED DURING THE FINAL CONSTRUCTION INSPECTION. PROJECT WARRANTY PERIOD SHALL BE 90 DAYS.
- 2. DURING PROJECT WARRANTY PERIOD, THE PROJECT SHALL BE INSPECTED WEEKLY AND THE FOLLOWING SHALL BE REQUIRED:
- A. KEEP PLANT BASINS WELL FORMED.
- B. PLANTS THAT SHOW SIGNS OF FAILURE TO GROW AT ANY TIME OR WHICH ARE SO INJURED OR DAMAGED AS TO RENDER THEM UNSUITABLE FOR THE PURPOSE INTENDED, MUST BE REMOVED, AND REPLANTED.

 REPLACEMENT PLANTING MUST COMPLY WITH THE ORIGINAL PLANTING SPECIFICATIONS, SIZES AND SPACING DESCRIBED FOR THE PLANTS BEING REPLACED.
- C. STAKE, TIE AND TRAIN VINES ADJACENT TO WALLS AND FENCES.
- D. CONTROL RODENTS AND INSECTS AS NEEDED.
- E. CONTROL WEEDS AS NEEDED. CONTROL OF WEEDS SHALL BE REQUIRED BEFORE THE WEEDS REACH THE SEED STAGE OF GROWTH OR EXCEED 4 INCHES IN LENGTH, WHICHEVER OCCURS FIRST.
- a. CONTROL WEEDS BY HAND-PULLING WITHIN AN AREA 2 FEET IN DIAMETER CENTERED AT EACH PLANT LOCATION. ALL OTHER LOCATIONS MAY BE CONTROLLED BY HERBICIDE.
- b. REMOVE ALL TRASH AND DEBRIS.
- c. IRRIGATE USING IRRIGATION CONTROLLER SET ON ET SCHEDULE.
- 3. PERFORM FINAL INSPECTION OF THE PROJECT WARRANTY PERIOD IN THE PRESENCE OF THE OWNER/OWNER'S REPRESENTATIVE 20 TO 30 DAYS BEFORE THE CONTRACT ENDS. FINAL CONTRACT APPROVAL WILL NOT TAKE PLACE UNTIL THE FOLLOWING HAS OCCURRED:
- A. REPLACE ANY DEAD OR DAMAGED PLANT MATERIAL. REPLACEMENT PLANTING MUST COMPLY WITH THE ORIGINAL PLANTING SPECIFICATIONS, SIZES AND SPACING DESCRIBED FOR THE PLANTS BEING REPLACED.
- B. CONFIRM THAT ALL TREE STAKES ARE SUFFICIENT TO SUPPORT TREES. REPLACE AS NEEDED
- C. REPLACE MULCH TO THE ORIGINAL DEPTH DICTATED IN CONSTRUCTION.
- D. REPAIR OR REPLACE ANY NON-FUNCTIONAL/ DAMAGED IRRIGATION EQUIPMENT.
- E. REMOVE, CLEAN AND REINSTALL ALL FILTERS.
- F. FLUSH ALL DRIP EMITTER SYSTEMS

project:

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KJ	PB

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No. 1	02/12/2024
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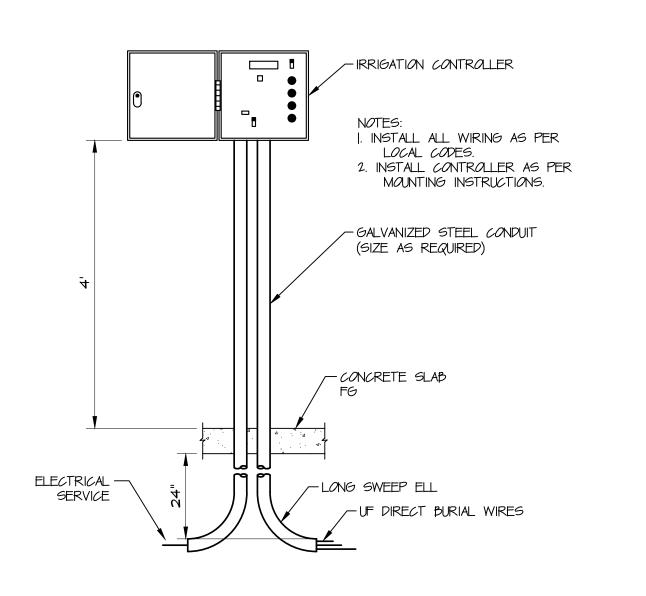
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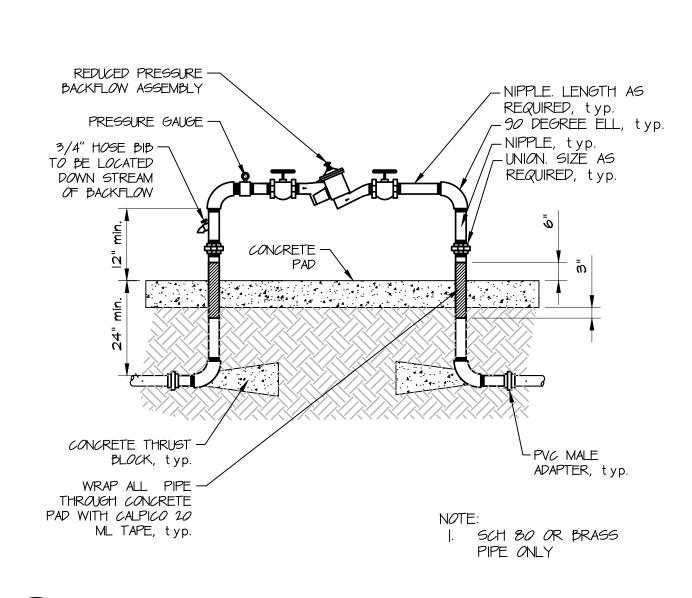
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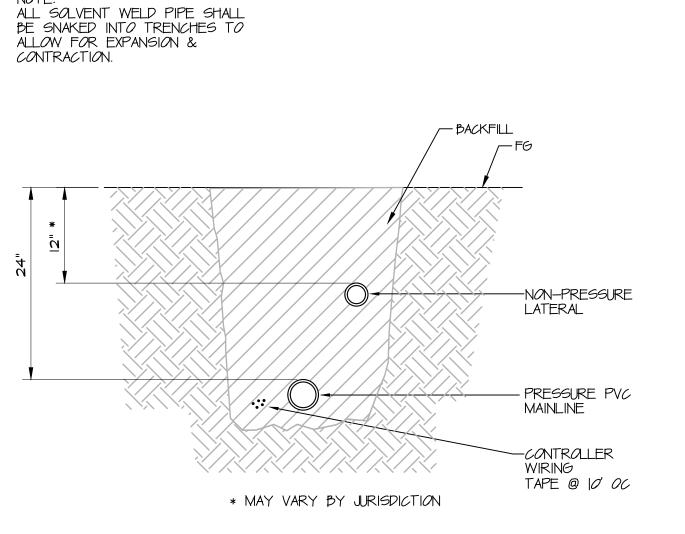
LANDSCAPE NOTES

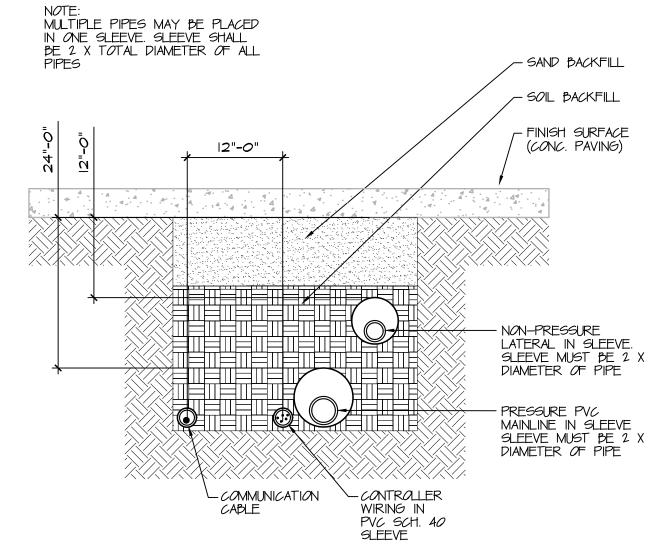
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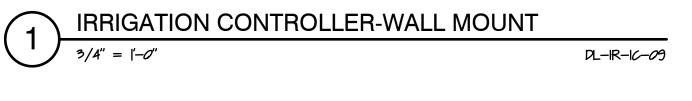
LA-3







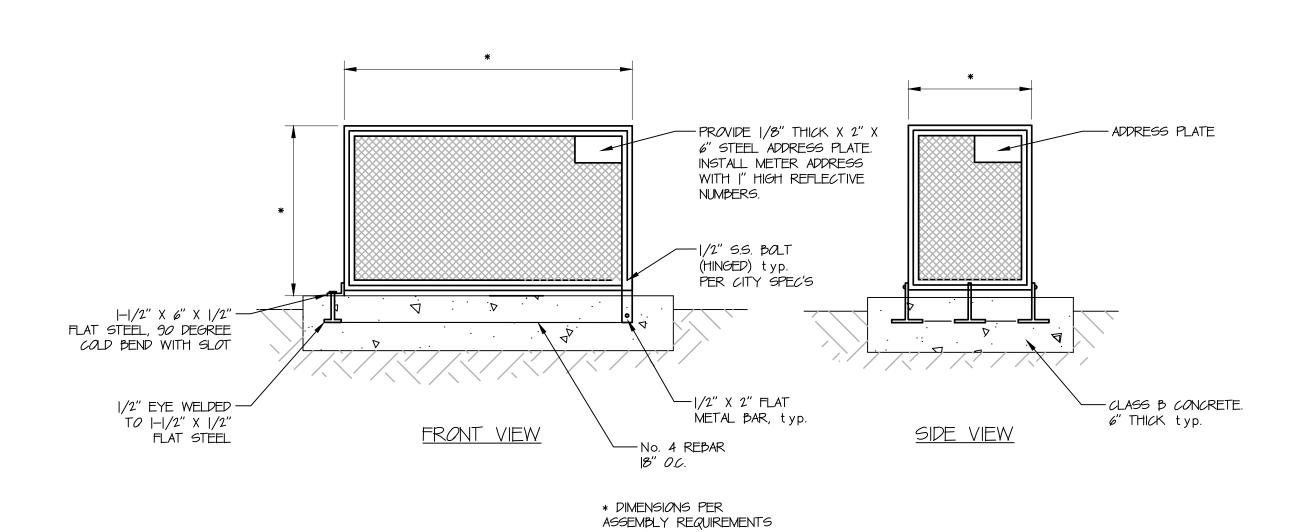




BACKFLOW PREVENTER DL-1R-BAC-04 **TRENCHING** DL-IR-PIP-02

IRRIGATION SLEEVE - TRENCH

DL-IR-PIP-05



— NATIONAL MFG. CO. # V6, STK. #100-313 EXTRA HEAVY PULL, WELDED TO FRAME. FLAT BAR SUPPORT, — CENTER AT TOP, typ. 44 4 4 4 -GRATING: 3/4" #9 FLAT EXPANDED METAL, WELDED TO CORNERS, 4 4 4 4 4 4 4 $|-|/2" \times |/2"$ FLAT STEEL - WITH SLOT TO ACCOMMODATE TOP VIEW --- |--|/2" x |--|/2" x |/8" ANGLE IRON FRAME WITH BUTT WELDED, MITERED CORNERS, 1/2" EYE * DIMENSIONS PER ASSEMBLY REQUIREMENTS

NOTES: I. ALL EXPOSED PARTS SHALL BE SAND BLASTED SMOOTH AND POWDER COATED, FOREST GREEN. 2. ALL OUTSIDE WELDS SHALL BE GROUND SMOOTH. 3. HINGE FABRICATED FROM $\frac{1}{2}$ STAINLESS STEEL. BOLT, WASHERS AND AIRCRAFT NUTS, BURR THREAD TO PREVENT REMOVAL. 4. METAL GRATING SHALL BE INSTALLED AND WELDED TO INSIDE OF ENCLOSURE. POWDER COATED FOREST GREEN.

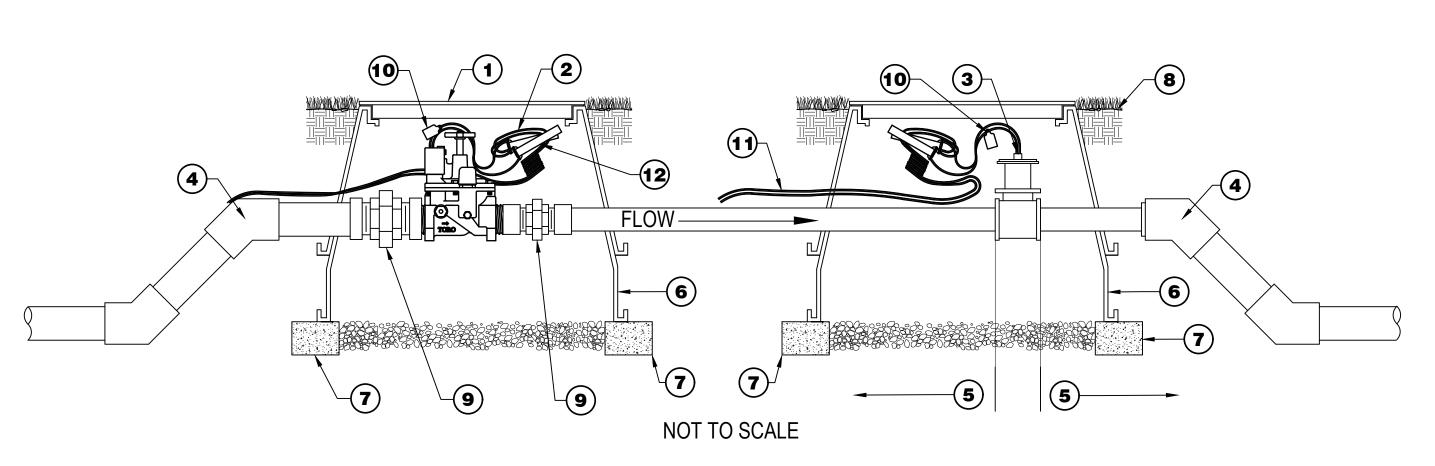
5. VACUUM BREAKER MANIFOLD NOT TO EXCEED 42" INCHES IN LENGTH IN ORDER FOR CAGE CLEARANCE. 6. INSTALL BACKFLOW PREVENTER BLANKET PER MANUFACTURER'S RECOMMENDATIONS.

BACKFLOW PREVENTER CAGE

BACKFLOW PREVENTER CAGE

DL-IR-BAC-02

∕PLASTIC VALVE ₿ΟΧ LABEL "GV" GATE VALVE -EXTENSION (AS REQUIRED) - MAINLINE BRICK AT EACH CORNER PVC MALE ADAPTER SCH 80 PVC, typ. -3/4" GRAVEL. (I



DL-IR-BAC-0

- 1 VALVE BOX
- 2 CONDUCTORS
- 3 FLOW SENSOR
- 4 PVC ELL 45 DEGREE
- 5 MIN. 10 X PIPE DIA. UPSTREAM MIN. 5 X PIPE DIA. DOWNSTREAM
- 6 EXTENTIONS AS NECESSARY
- 7 BRICK SUPPORT
- 8 VALVE BOX SET 2" ABOVE FG
- **9** UNI*O*N
- 10 IDENTIFICATION TAG
- 1 COMMUNICATION CABLE
- WATER PROOF SPLICE

GATE VALVE

MASTER VALVE - FLOW SENSOR W/ UNION

DL-IR-SEN-01

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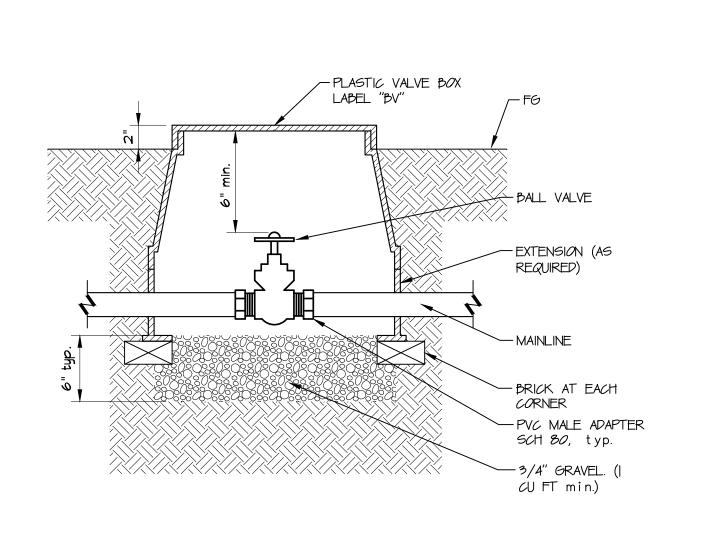
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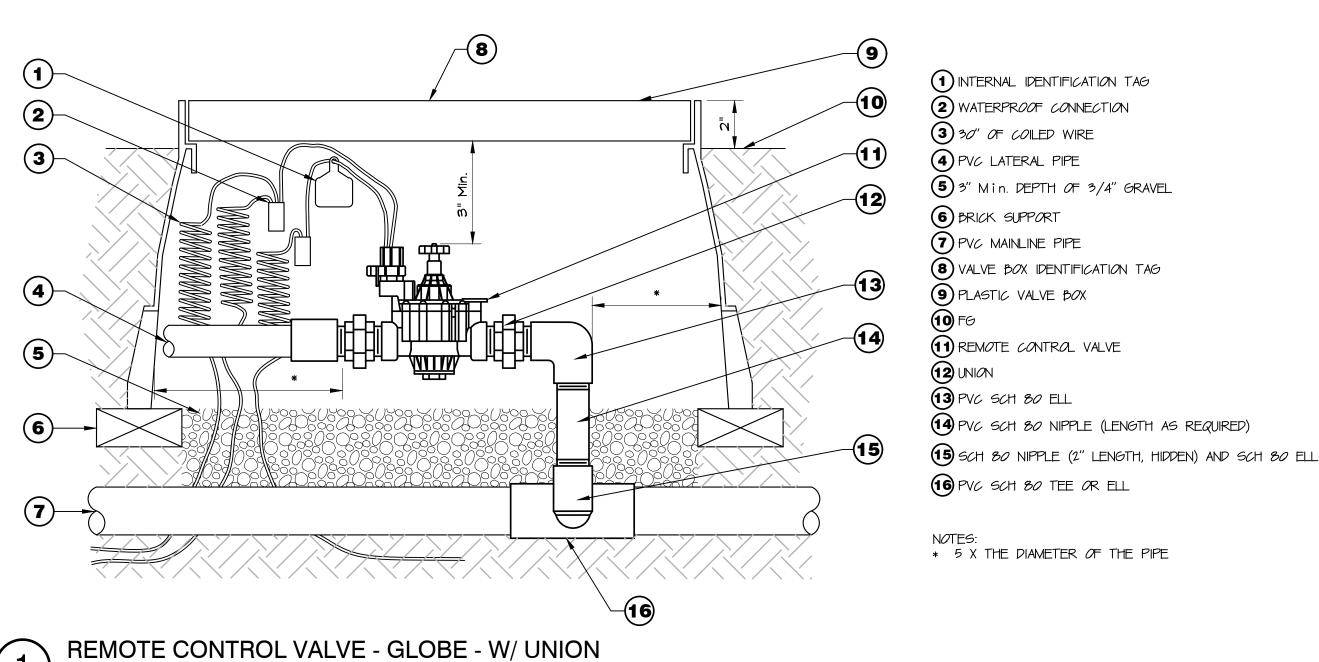
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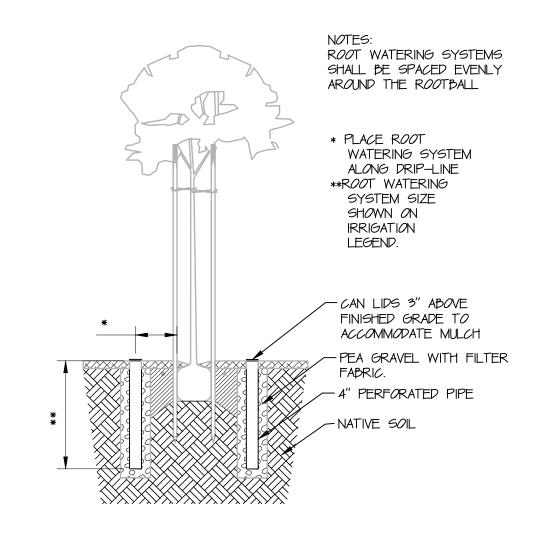
LANDSCAPE **DETAILS**

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LA-4

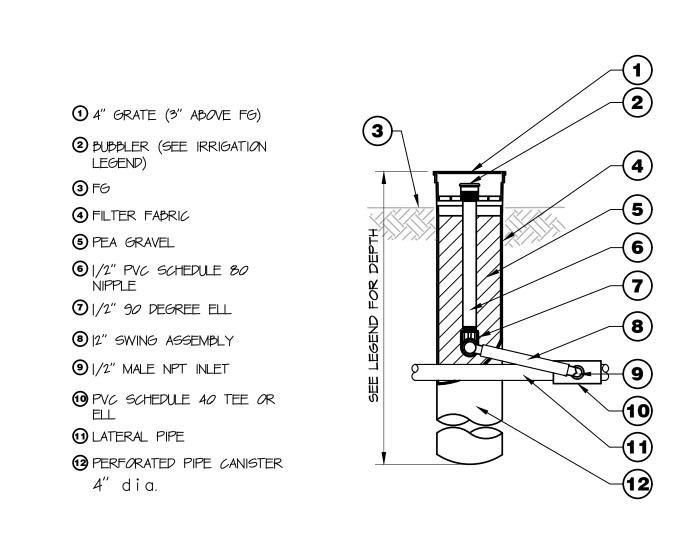








DL-IR-SPR-DEEP-06

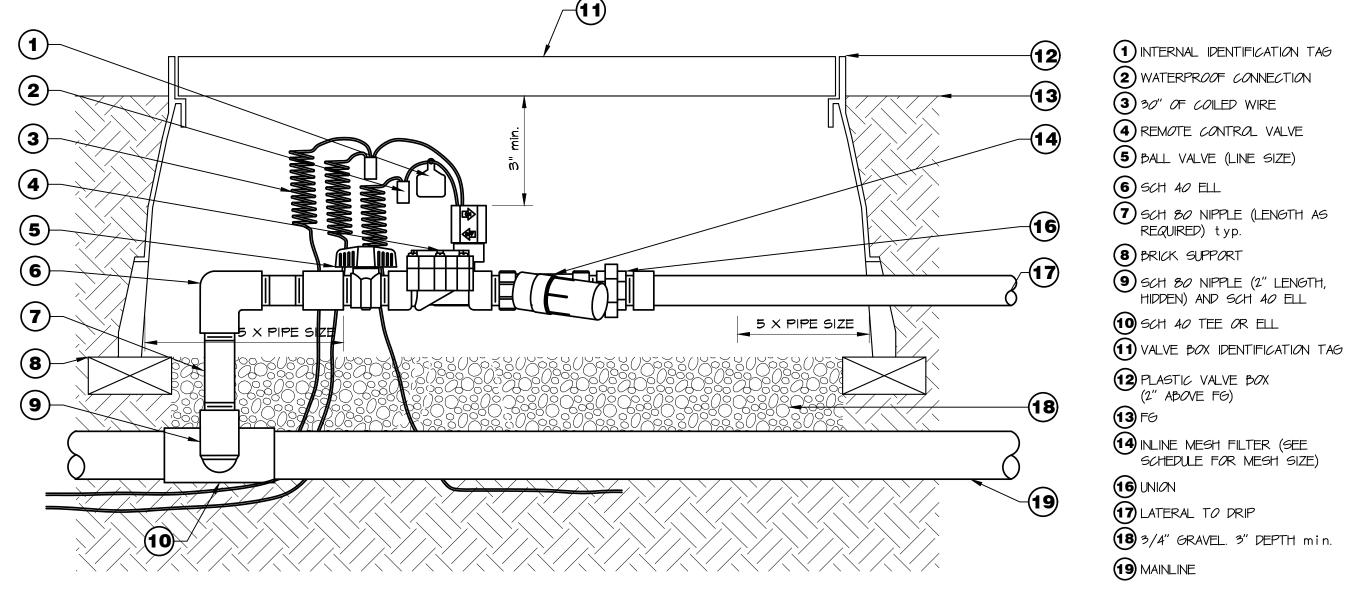


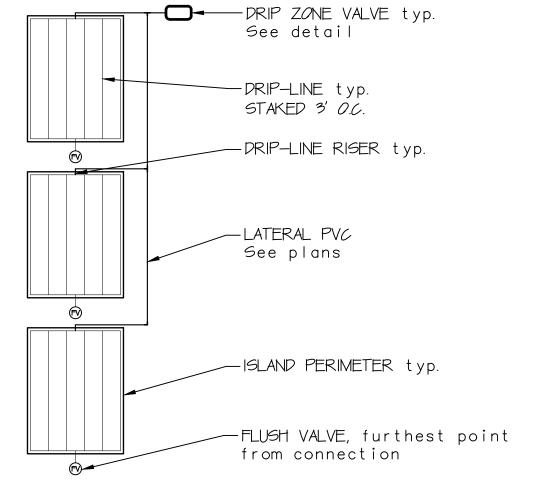
DL-IR-VAL-10

DL-IR-SPR-DEEP-03

2 BALL VALVE

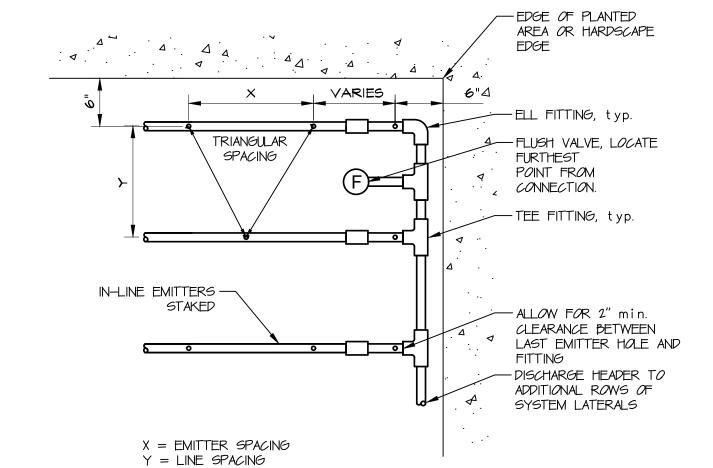
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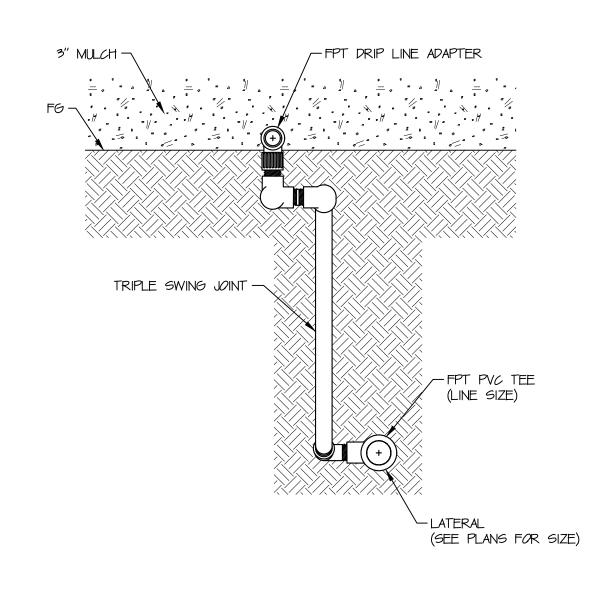


DRIPLINE MANIFOLD LAYOUT DL-IR-VAL-14

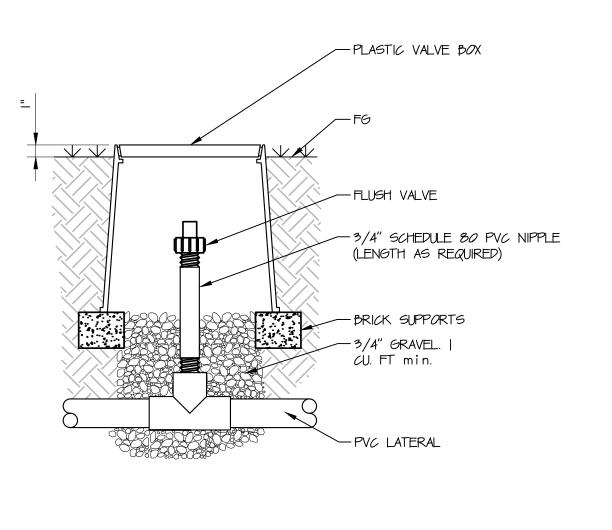
DL-IR-SPR-DRIP-39



BUBBLER IN ROOT WATERING SYSTEM



REMOTE CONTROL VALVE W/ FILTER



DL-IR-SPR-DRIP-34

$\overline{7}$	DRIPLINE LAYOUT	
	" = '-0"	DL-IR-SPR-DRII



LANDSCAPE **DETAILS**

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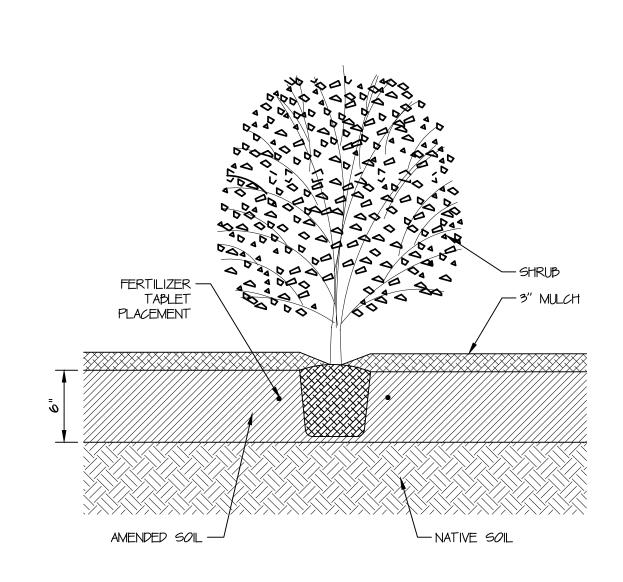
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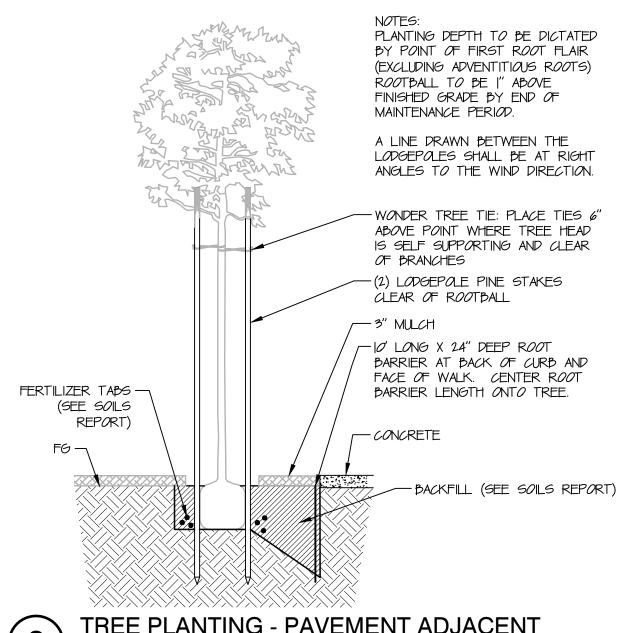
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LA-5





SHRUB PLANTING - AMENDED SOIL DL-PL-SHR-06 TREE PLANTING - PAVEMENT ADJACENT

|/2" = |-0" DL-PL-TRE-35

LALLY COMMERCIAL CENTER

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client:

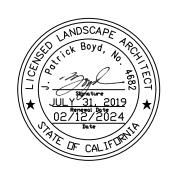
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LANDSCAPE **DETAILS**

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LA-6

GENERAL FROJECT INT	ORMATION		- F	IYDROZONE AREA (SF))			
	- -		•		•			
Project Name: LALLY COMMERCIAL				В	<u> </u>	C	DE	コ
mmercial or Residential : X Commercial	Residential					-	Water	
PROJECT APPLICANT INFO		Type Hydrozone A	*Trees (B1/DR) Area VL LW MW HW	Shrubs/GC (B2/DL) VL LW MW HV	1	C (S/R)	Temp Feature	<u>:</u>
Name: Patrick Boyd	Company Phone No. 559-472-9966	1 A LW 49	945 0 4945 0 0	0 0 0	0 0 0	0 0	LW HW	0
Title: Landscape Architect Company: Designlab 252	Mobile Phone No. 559-901-8647 Email Address: patrick@designlab252.com	3	302 0 0 0 0 0 0 0 0 0	0 3302 0 0 0 0	0 0 0	0 0	0 0	0
Street Address: 1547 E. Pryor Drive		5	0 0 0 0	0 0 0	0 0 0	0 0	0	0
City: Fresno	State: CA Zip Code: 93720	6 7	0 0 0 0	0 0 0	0 0 0	0 0	0	0
PROJECT ADDRESS AND LOCATION Parcel, tract or lot number, if available:	UN INFORMATION Latitude/Longitude (optional):	8 9	0 0 0 0	0 0 0	0 0 0	0 0	0	900
Street Address: 2040 3RD ST.		g 10	0 0 0 0	0 0 0	0 0 0	0 0	0	0
City: OROVILLE PROPERTY OWNER/DESIGNEE	State: CA Zip Code: 95965		0 0 0 0	0 0 0	0 0 0	0 0	0 0	0
Name: KULWINDER LALLY	Telephone No. 530.218.7931	13 14 14 14 14 14 14 14 14 14 14 14 14 14	0 0 0 0	0 0 0	0 0 0	0 0	0 0	0
Title: Company:	Fax No. Email Address: klally97@yahioo.com	15 16	0 0 0 0	0 0 0	0 0 0	0 0	0	0
Street Address: 1961 TAYLOR STREET	Email Address. Kally 57 @ yariloo.com	17 18	0 0 0 0	0 0 0	0 0 0	0 0	0	0
City: YUBA CITY	State: CA Zip Code: 95993	19 20	0 0 0 0	0 0 0	0 0 0	0 0	0	0
ect Type: X New Rehabilited	Public Private	20 21 22 23	0 0 0 0	0 0 0 0	0 0 0	0 0	0 0	ololo
Cemetary Homeowner		24	0 0 0 0	0 0 0	0 0 0	0 0	0	00
region Type: X Full Compliance Page Page	Prescriptive Compliance	TOTALS * Hydrozone area for all tree	0 4945 0 0 e valves calculated by using the mature canop		0 0 0	0 0	0	0
er Type: X Potable Recycled	Well	 *H	lydro Water Plant Project					¬
er Purveyor: CITY OR OROVILLE	(City of xxxx, County of xxx, Private Water Co, etc)		one Use Factor Value Very Low 0-0.1 0.1	** Irrigation Method B1 Drip Bubbler Trees C	D.81 A	Тур Trees	oe	4
rt monthly Eto and Precipitation totals where: Eto = Reference Evapotranspiration/month for Project Location (So	ee Water Efficient Landscape Document)	LW NAME OF THE PROPERTY OF THE	Low 0.1-0.3 0.3	B2 Drip Bubbler Shru (D.81 B	Shrubs/GC on bub		ゴ
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LALLY COMMERCIAL CENTER

2040 3RD ST OROVILLE, CA 95965

client:

KULWINDER LALLY

1961 TAYLOR ST. YUBA CITY, CA. 95993

530.218.7931

designlab 252

P.O. Box 27616 Fresno, CA 93729 Studio: 559.472.9966 Fax: 559.472.9969



drawn by:	checked by
KJ	PB

submittal:	date:
<u>No. 1</u>	02/12/2024
<u>No. 2</u>	XX/XX/XXXX
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

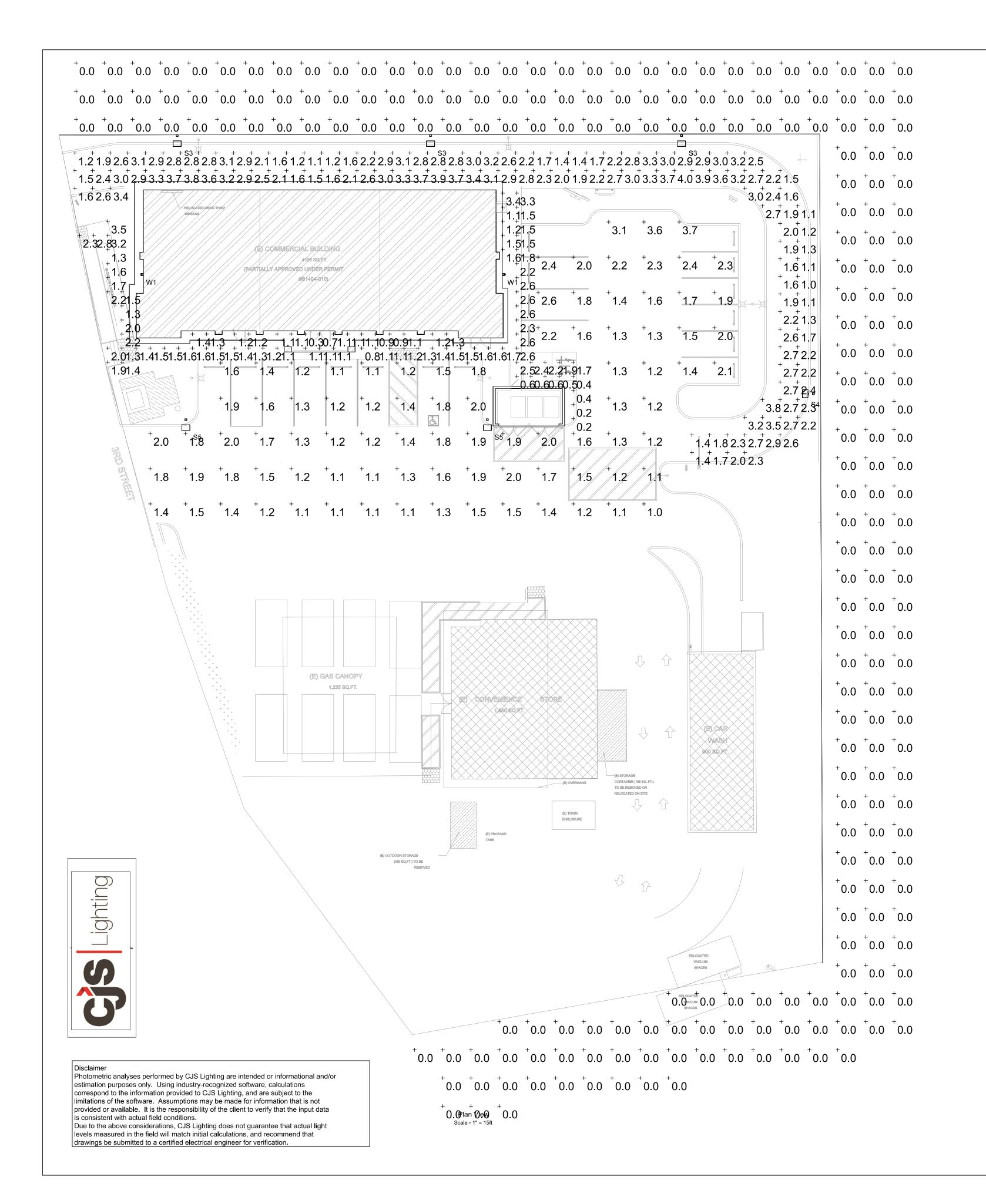
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sheet title:

MWELO DOCS

sheet no.

I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN.



Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	S3		3	Lithonia Lighting	DSX0 LED P5 40K 80CRI BLC3	D-Series Size 0 Area Luminaire P5 Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control	1	8069	0.9	90.12	Max: 8286cd
	S4		1	Lithonia Lighting	DSX0 LED P5 40K 80CRI BLC4	D-Series Size 0 Area Luminaire P5 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control	1	8334	0.9	90.12	Max: 7849cd
	S5		2	Lithonia Lighting	DSX0 LED P5 40K 80CRI T5M	D-Series Size 0 Area Luminaire P5 Performance Package 4000K CCT 80 CRI Type 5 Medium	1	11584	0.9	90.12	Max: 6355cd
\bigcirc	W1		2	Lithonia Lighting	WDGE2 LED P2 40K 80CRI T2M	WDGE2 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, TYPE 2 MEDIUM OPTIC	1	2061	0.9	18.9815	Max: 1665cd

Statistics	I				I	
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVE / PARKING	+	1.6 fc	3.7 fc	1.0 fc	3.7:1	1.6:1
DRIVE-THRU	+	2.5 fc	4.0 fc	1.0 fc	4.0:1	2.5:1
SIDEWALKS	+	1.5 fc	3.5 fc	0.2 fc	17.5:1	7.5:1
25' PERIMETER	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A

Luminaire Locations						
Label	МН					
S3	17.00					
S4	17.00					
S5	17.00					
W1	12.00					

SITE PHOTOMETRICS PLAN
LALLY COMMERCIAL CENTER
OROVILLE, CA 95965 SITE PHOTOMETERICS PLAN

Consultants, Woodland, CA

CON tinentel Development (2000 Ment (2000 Ment)) Eas Vegas, NV

Phone (702)347-6137; (530)405-3780 FAX (702)664

Email: Contact @ continentaldc.com
Civil Engineering Land•Planning and Zoning Entitleme

E 15692

DATE: 02/13/2024 JOB: GEAI 24-009 DWG BY: BM CHK BY: PJ

GREWAL ENGINEERING ASSOCIATES, INC. 4767 Mangels Blvd Fairfield, CA 94534 Phone: 707-373-9451 156

PHOTOMETRICS PLAN E1.0

SCALE: 1/16" = 1'-0"

CONSULTING * DESIGN * STUDIES *

Attachment 4

AGENDA REPORT



TO: Development Review Committee

FROM: Connor Musler, Contract Planner

MEETING DATE: February 8, 2024

SUBJECT: PL2312-002, Starbucks Coffee Lally Chevron Gas Station at 2030-2040 3rd Street (APNs 031-161-061)

SUMMARY: The stated purpose of the Development Review Committee is found in §17.56 of the zoning code.

The purpose of a development review is to permit the city's development review committee (DRC) to meet and discuss, evaluate, and review all discretionary development applications (i.e., general plan amendment/rezoning, tentative subdivision maps, tentative parcel maps, conditional use permits, variances, etc.). In addition, Development Review is required for all new multi-family construction that requires a building permit (OMC 17.52.020(C)).

This review is for exterior modifications, drive-thru modifications, and site improvements for a Starbucks Coffee drive-thru establishment in an existing multi-tenant building located at 2040 3rd Street. Staff have reviewed the project application and drafted a set of comments. The DRC will now review the project proposal, provide comments, and any recommended conditions of approval.

PROJECT DESCRIPTION: Starbucks Coffee is proposing to occupy an existing 1,367 square-foot tenant suite within an existing 4,105 square foot multi-tenant building located at 2040 3rd Street. Starbucks is proposed to be a drive-through only configuration, with room for 12 cars stacking in the drive-though. The project site is located on approximately 1.03 acres on the east side of 3rd Street, (Address: 2030-2040 3rd Street; APN: 031-161-061). The site is already developed with a Chevron gas station, convenience store, car wash, and the multi-tenant building proposed to be partially occupied by Starbucks.

The multi-tenant building was originally approved by the Planning Commission on September 23, 2013. The 2013 approval showed the drive-thru window in Suite B, which was intended to be occupied by Subway, and the remaining two suites for future retail users. Since the 2013 approval, the property owner incrementally developed the site. On August 18, 2021, the applicant was granted an extension of their building permit (B1404-010) to allow time to final the shell building only. All other repairs and site improvements were agreed to be deferred to when tenant improvements occurred.

SUMMARY FACT SHEET FOR PL2312-002: Starbucks Coffee No. 3

Requested Action: Review the proposed development and provide any comments or requested conditions of approval.

Related Applications: B2307-027 (Exterior Modifications) and B2401-056 (Full

Interior Tenant Improvement)

Basis for Review: City Code §17.56

Existing Use: Vacant multi-tenant building

Applicant: Sukhjit "Tony" Singh, Continental Development

Consultants Inc.

Owner: Kulwinder Singh Lally

Location: 2040 3rd Street (APNs 031-161-061), Northeast corner of 3rd

Street and Grand Ave

Parcel Size: +-1.03 acre(s)

% Lot Coverage: 0.4 FAR

Present General Plan/ Zoning Designation: Retail and Business Services (RBS) /

C-2 Intensive Commercial

Surrounding Land Uses: North: Existing Commercial Businesses

East: Existing Single-Family Residences

South: Grand Avenue

West: 3rd Street and State Route 70

General Plan Policies: Oroville General Plan Community Design Element, Policy

P1.1 "Require quality architectural and landscaping design as well as durable and efficient materials for all projects." P1.3 "Require compliance with the City of Oroville Design

Guidelines as part of any project approval process."

City of Oroville Design Guidelines. "Promote the individual aesthetic and functional quality of the community as a

whole."

Project-specific information regarding the findings listed above:

1. Features of Project Structure:

- A. <u>Design, Textural, Color, and Dimensional Features:</u> The building is already existing, and was constructed in accordance with the approved 2013 Use Permit. No new exterior modifications to the building are proposed beyond the relocation of the drive-thru window from Suite B to Suite A, closer to 3rd Street, and the relocation of Suite A's tenant door.
- 2. Parking lot and driveway design/location: The site plan indicates two driveways on 3rd Street, with the primary point of access via the northernmost driveway located between the multi-tenant building and the fueling canopy. Drive-thru access would be at the easternmost end of the site and loop around to the rear of the building before exiting directly out to 3rd Street.

<u>Parking Issues:</u> 32 parking stalls are proposed, with 3 handicapped accessible. Parking requirements for the site are broken down as follows:

Use	Parking Ratio	Parking Required
Multi-tenant Building	1 space for every 300 square feet	14 spaces
Gas Station	As required for individual accessory uses; minimum of 2 spaces	2 spaces
Car Wash	2 spaces for each wash bay	2 spaces
Convenience Store	1 space for every 300 square feet	9 Spaces
	Total Spaces Required	27

In order to meet the minimum parking requirements, the applicant is showing 8 spaces under the fueling canopy at the gas pumps. However, the use of this area does not meet the requirements of a parking space in City Code and was similarly not permitted to be used to meet parking requirements under the original 2013 Use Permit. The applicant will need to find an alternative location on-site to provide the required parking in accordance with City Code requirements.

In addition, the site plan does not provide the full dimensions for the parking spaces on-site. The spaces shall be a minimum of 9'x19' or 7.5'x16' for compact spaces. The applicant shall provide the full dimensions for all parking spaces on the site plan or provide a standard detail. The compact parking stalls shall also be identified with pavement markings as "COMPACT". The plans shall be modified to show the appropriate pavement marking detail.

OMC 17.12.070(N) further requires a minimum of two bicycle parking spaces to be provided and connected via a pedestrian walkway to the nearest building entrance. The site plan shows the two required bicycle parking spaces provided behind the proposed trash enclosure; however, no walkway is provided. The applicant will need to revise the plans to show the required pedestrian walkway.

<u>Parking Lot Lighting Issues:</u> 17-foot-tall light poles are proposed to be installed in the drive-thru and parking lot surrounding the multi-tenant building. The City of Oroville Performance Standards state that parking areas shall have a minimum lighting intensity of 1 foot candle. City Code requires details of exterior lighting to be provided on all plans submitted for city review and approval. The applicant shall also provide a photometric plan for review and approval. Furthermore, City Code requires that all light sources include

appropriate shielding to minimize light spillage outside of the property. A residential property is located immediately to the east of the subject property and the applicant will need to verify how said residential property will be shielded from any excessive light spillage.

Accessibility Issues: A minimum of two handicapped accessible parking stalls are required in accordance with the Americans with Disabilities Act. Accessible spaces must be located on the shortest accessible route to an accessible entrance. The site plan shows two accessible spaces providing access to the multi-tenant building; however, no clearly identified accessible space is shown providing access to the existing convenience store. Staff reviewed the submitted T.I plans under Building Permit No. B2401-056 and noted that the applicant is proposing to remove the existing ADA space closest to the convenience store. Removal of this space will further exacerbate the ADA issues on site. In addition, all buildings are required to have an accessible path of travel to and from the public right-of-way and to each facility on a site (except those connected only by a vehicular way that does not provide pedestrian access). The existing path of travel from the public right-of-way to the convenience store entrance does not appear to be adequate and is partially blocked by bollards, planters, and an ice machine.

As required by accessibility requirements, when work is being done on a site, up to 20% of construction costs must be spent on accessibility upgrades. Accessibility upgrades may be needed to ensure access to the convenience store complies with ADA requirements.

<u>Driveway Issues:</u> The driveways on the plans are shown as 36-feet wide at the northernmost driveway, and 35-feet at the southernmost driveway on 3rd Street. Pursuant to OMC 17.16.080(C)(1) and OMC 17.16.070(E)(1), vehicular entrances for drive-thru and gas station establishments shall not be wider than 30-feet. This was similarly a condition of approval of the 2013 Use Permit. The applicant will need to redesign the driveway approaches to be no wider than 30-feet.

<u>Site Circulation Issues:</u> With the exception of the remaining site improvements for multitenant building, the site is nearly fully developed. As it pertains to the drive-thru access for Starbucks, the drive-thru entrance is located at the easternmost edge of the property, right next to the entrance to the existing car wash, the drive-aisle for new on-site parking, and the proposed trash enclosure. Furthermore, the underground fuel tanks are located directly underneath the primary drive aisle leading to the drive-thru entrance. Staff have concerns about potential congestion on site that could be further exacerbated by refuse pick-up, fuel and merchandise delivery, and potential future occupants of the remaining two tenant spaces in the multi-tenant building.

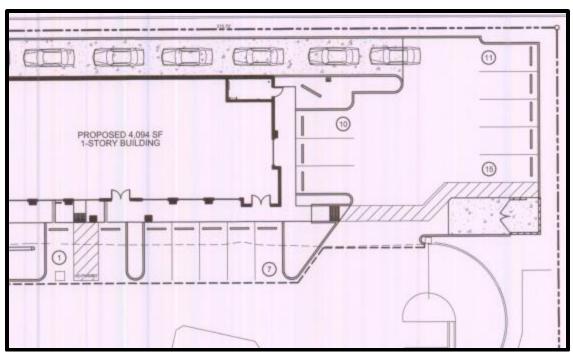


Figure 1: 2013 Approved Drive-Thru Configuration

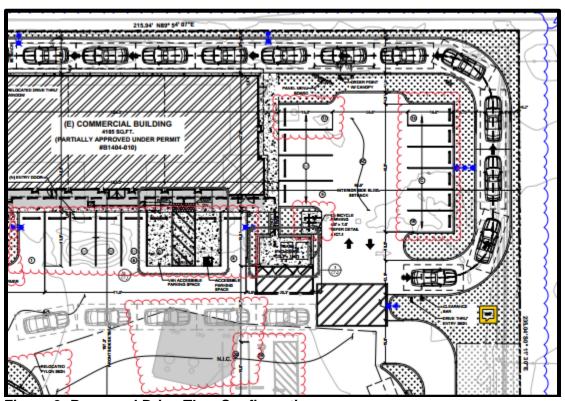


Figure 2: Proposed Drive-Thru Configuration

Additionally, the proposed site plan shows five car overflow stacking in a drive aisle between the convenience store and car wash. The width of this drive aisle appears to be 14-16 feet wide, and only able to accommodate one-way traffic flow, resulting in the inability to have full site circulation between the north and south ends of the property. Furthermore, the City Engineering Standards and Fire Code requires a minimum 20-foot drive aisle width if designated as a fire lane. An addition to the convenience store appears to have been constructed between 2019 and 2021. Staff researched the permit history for this property

and found no record of building permits having been applied for or obtained for said addition. This unpermitted addition resulted in the drive aisle being reduced from approximately 25 feet to 16 feet. The unpermitted addition should be removed to restore the drive aisle to its previously provided 25 feet, which would accommodate two-way traffic flow and comply with fire access road width regulations.

The applicant is further proposing to relocate the air pump to this rear drive aisle near the entrance of the car wash. The relocation of the air pump to this area would result in a drive aisle width of less than 9-feet when occupied by a vehicle. A 9-foot drive aisle does not comply with City Engineering Standards or Fire Code requirements. The air pump must be relocated elsewhere on-site.

3. <u>Landscaping:</u> As required by City Code, landscaping will be required to provide 50% shade over the paved surfaces.

<u>Landscaping Issues:</u> The landscape plans submitted do not match the proposed site plan. This includes parking lot layout, trash enclosure size, and the drive-thru location. The landscape plans must be updated to match the site plan layout.

4. **Fencing:** Nonresidential development is not required to install fencing or walls along the property lines, unless abutting a residential district.

<u>Fencing Issues:</u> The east side property line abuts a residential property with vehicles entering the drive-thru facing the residential property. The drive-thru layout now differs from what was initially approved in 2013 wherein the drive-thru entrance was at the north end of the property away from the residential property. A solid fence meeting the requirements of OMC 17.12.020(F) shall be provided along the east property line abutting the residential property to separate the two different uses.

- 5. <u>Design of on-site stormwater detention/retention facilities</u>: On-site storm drainage shall be collected and retained/detained on-site and then transported via underground conduit to an approved drainage facility. The current site plan does not indicate the location of the on-site storm drainage facility. The applicant shall show the location of on-site retention/detention.
- 6. <u>HVAC</u>: All HVAC and other mechanical, electrical, and communications facilities must be screened from public view through architectural integration, fencing, landscaping, or combination thereof. The plans do not currently indicate where said HVAC and other mechanical, electrical, and communications are proposed. A roof plan and corresponding section drawing showing the line-of-sight from the public right-of-way shall be provided showing compliance with the City's screening requirements.
- 7. Refuse collection area: A refuse collection area must be constructed, fenced and screened according to City standards (OMC 17.12.110). A roof shall be provided to protect from environmental hazards.
- 8. Other structures onsite: Other structures on-site include an existing gas canopy, existing car wash, and accessory structures. There appear to be multiple unpermitted structures, such as a storage shed adjacent to the existing propane tank and the aforementioned convenience store addition, in addition to unpermitted wall and roof mounted signs. All unpermitted structures and improvements must be resolved, and the full scope of work shall be reflected accordingly on the plans.

9. Other Comments/Issues: In accordance with OMC 17.08.135, all new nonresidential development projects are required to provide art in a public place equal to at least one percent of the estimated construction costs. Alternatively, the developer can pay an in-lieu fee equal to one percent of the estimated construction costs. Upon review of the original building permit, the developer was required to comply with the one percent Art in Public Places/Oroville Beautification requirement. Staff were unable to locate receipt of the one-percent fee in the City's permit system, nor an approved on-site art installation. As such, this project must now comply with the Art in Public Places/Oroville Beautification requirement.

Attachment 5



Donald Rust DIRECTOR

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

September 23, 2013

UP 13-06: New +4,000 sq. ft. Commercial Center (Drive-Through) - The City of Oroville Planning Commission will conduct a public hearing to consider a use permit to construct a new drive-through establishment at 2030 3rd Street (APN: 031-161-061). The property is zoned Intensive Commercial (C-2) with a General Plan land use designation of Retail and Business Services. APPLICANT: Kulwinder Lally 1961 Taylor Street Yuba City, CA 95993 LOCATION: 2030 3rd Street (APN: 031-**GENERAL PLAN: Retail and Business Services** 161-061) (Attachment A) **ZONING:** Intensive Commercial (C-2) FLOOD ZONE: ZONE X: Areas determined to be outside the 0.2% annual chance floodplain. **ENVIRONMENTAL DETERMINATION:** Categorical Exemption; In-Fill Development Projects; CCR, Title 14, §15332 REPORT PREPARED BY: **REVIEWED BY:** Donald Rust, Director Luis A. Topete, Associate Planner

RECOMMENDED ACTIONS:

Planning & Development Services

City staff recommends that the Planning Commission take the following actions:

1. **HOLD** a public hearing and receive testimony on the proposed Use Permit No. 13-06 to construct a new drive-through establishment at 2030 3rd Street (APN: 031-161-061); and

Planning & Development Services

2. **ADOPT** the Categorical Exemption, CCR, Title 14, §15332, "In-Fill Development Projects" (Attachment B), as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA) and Guidelines; and

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- 3. ADOPT the recommended Findings for Use Permit No. 13-06 (Attachment C);
- ADOPT Resolution No. P2013-22 (Attachment D); and
- 5. **APPROVE** the Conditions of Approval for Use Permit No. 13-06 (Attachment E).

SUMMARY

The project applicant, Kulwinder Lally, has applied for a use permit to construct a new three unit $\pm 4,000$ square foot commercial center with a drive-through at 2030 3rd Street, the same property as the existing USA Mini Mart, Inc. The development will occur at the north end of the property that is currently undeveloped. One of the units will be occupied by Subway Restaurant with the remaining units as potential retail space. The property is zoned Intensive Commercial (C-2) and has a General Plan land use designation of Retail and Business Services.

DISCUSSION

On March 10, 2013, the Oroville Development Review Committee (DRC) reviewed this project for the development of a $\pm 4,000$ square foot commercial building to be located on the vacant portion of the existing parcel at 2030 3rd Street (APN: 031-1691-061). The DRC was in support of the project and had the following comments:

Planning Department

- The parking spaces proposed during the DRC included parking spaces at the gas pumps, which does not meet the requirements of a parking space in the City Code
- If needed, staff recommends a shared parking reduction be obtained to comply with City's parking requirements
- Elevation drawings should show proposed sign locations and size
- Staff recommends a sign program for this project to allow the applicant more flexibility with the project signage
- If a drive-thru is added, a use permit will be required

Fire Department

- The proposed relocation of the propane tank may be too close to the building and the project may require an additional fire hydrant
- Above items will be determined after further review once the plans are submitted

Building Department

 Applicant will be required to comply with all City landscaping requirements, including but not limited to, entering into a Landscape Maintenance Agreement

Public Works Department

- The sidewalk and wheel chair ramp need to be brought up to ADA standards, including path of travel, which may require modifications to the planters
- Will need to see how the valley gutter on the back of the sidewalk will be brought up to meet current standards
- Make sure trash enclosure can be easily accessed by a garbage truck
- Driveway is cracked and may need improvements
- Overall, main concern will be making sure the project meets all ADA

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requirements

Development Standard	Required	Proposed	Conforming
Max Height	60'	23.5'	Yes
Front Setback	None	-	Yes
Side Setback	None	-	Yes
Rear Setback	None	-	Yes
Max FAR	0.40	0.19	Yes
Parking Requirement	1 space for each	8 spaces	Yes
(Restaurant)	4 seats	(32 seats)	
Parking Requirement	1 space for each	17 spaces	Yes
(Retail/Convenience Store)	300 sq. ft. of	(4,872 sq. ft.)	
	gross floor area		

This project, as proposed, meets the City's development standards as follows:

ISSUES

Per City Code Table 26-33.010-1, all drive-through establishments in a C-2 zone, other than a drive-through pharmacy, require a use permit. If not for the drive-through portion of this proposed commercial center, the development would be permitted by right, subject to a zoning clearance.

ENVIRONMENTAL REVIEW

This action has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Section 15332, "In-Fill Development Projects." An In-Fill Development Project exemption is applicable if the project meets the following conditions: (a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) the project site has no value as habitat for endangered, rare or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services. It has been determined that the project meets the conditions stated above. Thus, this project is exempt from CEQA.

FISCAL IMPACT

The total fees associated with Use Permit No. 13-06 are as follows:

Item	Price	Tech Fee	Total	Paid
Use Permit Application (Deposit)	\$2,822.00	\$169.32	\$2,991.32	Yes
Additional Deposit (Provided/Not Required)	\$69.18	-	\$69.18	Yes
Filing of Notice of Exemption				
Butte County Clerks Filing Fee	\$50.00	-	\$50.00	No

Pursuant to Public Resources Code Section 21089, and as defined by the Fish and Game Code Section 711.4, fees (\$50) are payable by the project applicant to file the Notice of Exemption with Butte County by the City of Oroville – Planning and Development Services Department within five working days of approval of this project by the Planning Commission.

PUBLIC NOTICE

A request for comments was prepared and circulated to the local agencies and surrounding property owners within 300 feet of the property (Attachment F). Additionally, the meeting date, time, and project description were published in the Oroville Mercury Register (Attachment G) and posted at City Hall.

ATTACHMENTS

- A Vicinity Map
- B Notice of Exemption
- C Findings
- D Resolution No. P2013-22
- E Conditions of Approval
- F Property Owner Notice
- G Newspaper Notice



City of Oroville

Community Development Director

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

Thursday, February 29, 2024

RE: Veterans Village Tentative Map Extension #1

SUMMARY: The Oroville Planning Commission may consider extending approval of the existing Tentative Subdivision Map for Veterans Village at 711 Montgomery Street to April 8th, 2026 (APN 012-064-001).

RECOMMENDATION: Staff recommends the following actions:

- 1. Conduct a Public Hearing to consider extending the existing Subdivision Map.
- 2. Approve the Map extension until April 8, 2026.
- 3. Adopt Resolution No. P2024-03 extending the deadline for filing a Final Subdivision Map for TSM 20-02 for two years until April 8, 2026, with the stipulation that approval of the Final Map shall remain subject to all conditions of approval identified in the Letter of Approval dated, May 6, 2021.

APPLICANTS: Veterans Development Housing Corporation			
LOCATION : 711 Montgomery Street (APN 012-064-001), between 6 th and 7 th Avenues	GENERAL PLAN: MHDR (Medium High Density Residential) ZONING: R-3 (High Density Residential) FLOOD ZONE: Zone X		
ENVIRONMENTAL DETERMINATION: A Notice of Exemption has already been adopted for this project.			
REPORT PREPARED BY:	REVIEWED BY:		
Brandon Mata, Planning Intern Community Development Department	Patrick Piatt, Assistant Director Community Development Director		

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DISCUSSION

The Veteran's Village is a 12-unit single family residential development on 0.64 acres, at 711 Montgomery Street, between 6th and 7th Avenues. The zoning of the site was changed from Intensive Commercial (C-2) to High-Density Residential (R-3) in 2021.

On May 4, 2021, the Oroville City council conducted a public hearing and approved Tentative Subdivision Map TSM 20-02, General Plan Amendment 20-03, Zoning Code Amendment ZC 20-04, and a Planned Development Overlay for a 12-unit Veterans Housing Project at 711 Montgomery Street identified as APN 012-064-001.

The Tentative Subdivision Map will expire on April 7, 2024, unless a final map is submitted, or an extension is approved. Staff has identified no issues with this request, and is recommending a two-year extension of the map's approval.

FISCAL IMPACT

None. The project is subject to all customary fees.

ATTACHMENTS

- 1. Application and request for map extension
- 2. Map of Veteran's Village, Master Plans, and 2021 Letter of Approval
- 3. Resolution No. P2024-03

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PO Box 378 Santa Rosa, Ca. 95402

January 22, 2024

To:

Wes Ervin

Principle Planner City of Oroville

Subject: 711 Montgomery Tentative Map Extension.

Dear Wes,

Thank you for bringing the pending expiration of the map for the Mongomery Street project to our attention.

We respectfully request that the map be extended as VHDC is looking to start the development later this year.

If you need further information please contact me at the email address below or call me at 530-355-2818.

Regards,

Brad Long

Executive Director

Veterans Housing Development Corporation.

Blong@nationsfinest.org





PO Box 378 Santa Rosa, Ca. 95402

January 22, 2024

To:

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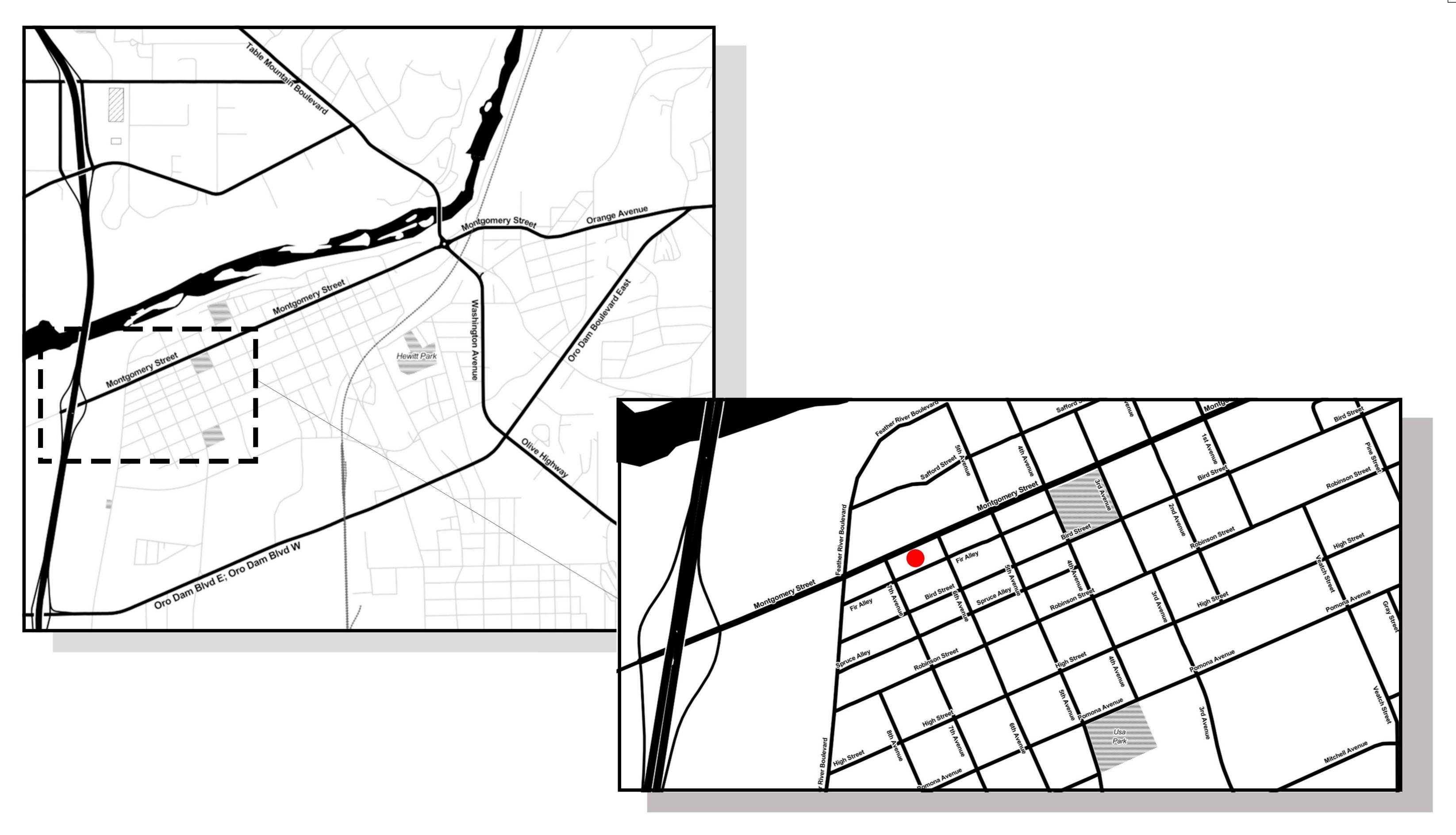
Regards,

Brad Long

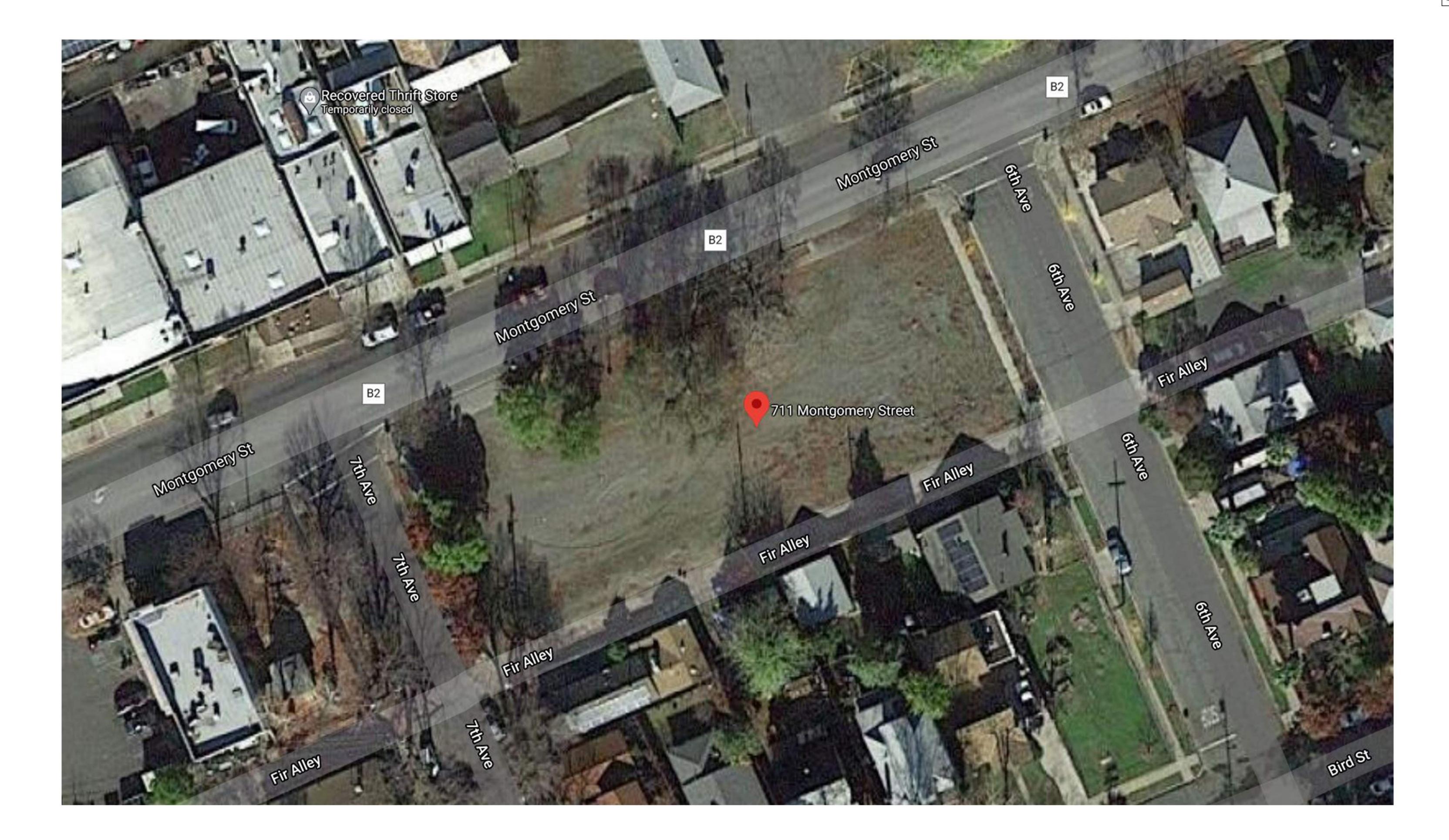
Executive Director

Veterans Housing Development Corporation.

Blong@nationsfinest.org













MONTGOMERY STREET VETERANS HOUSING



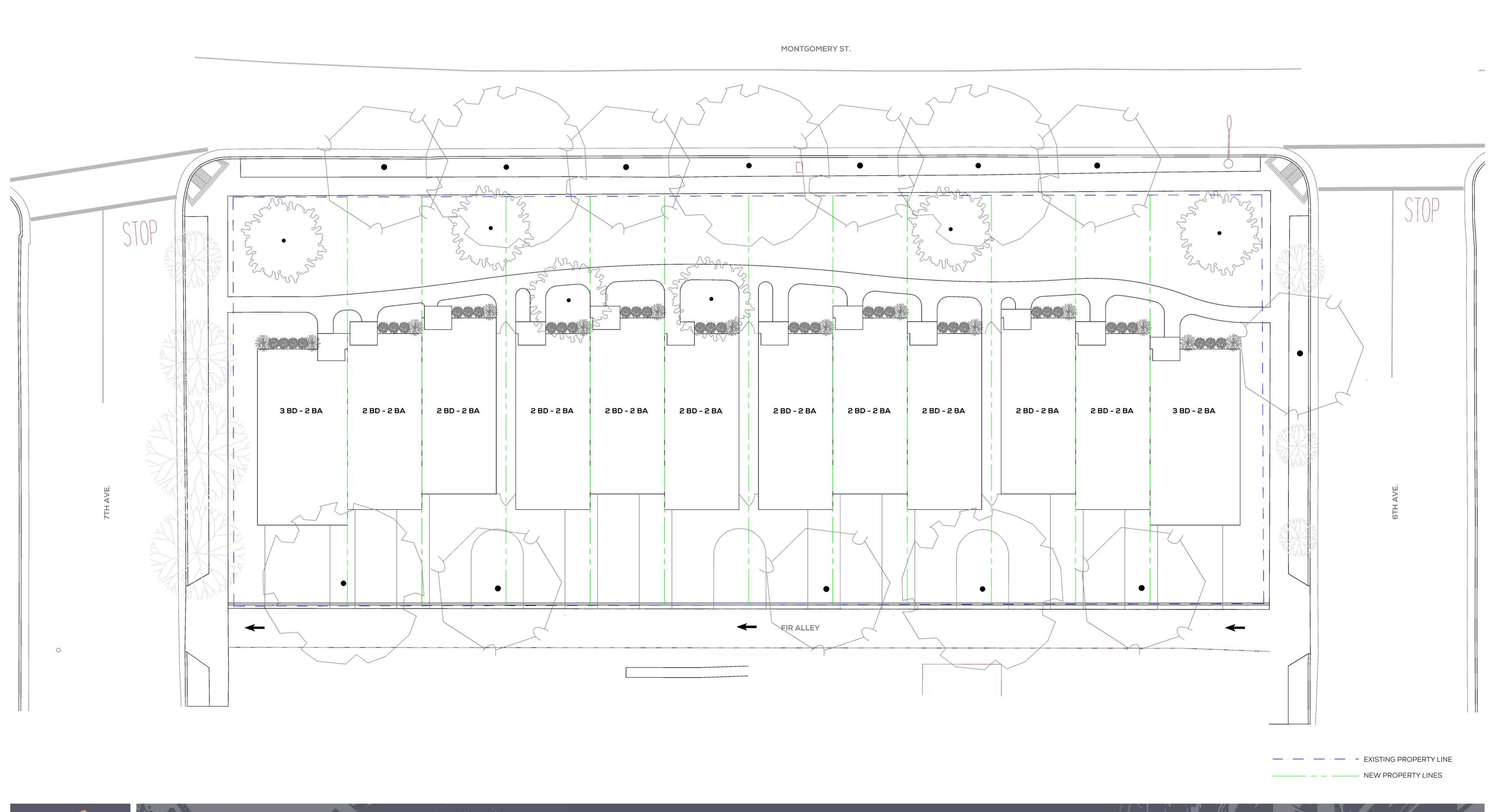


MONTGOMERY STREET VETERAN'S HOUSING



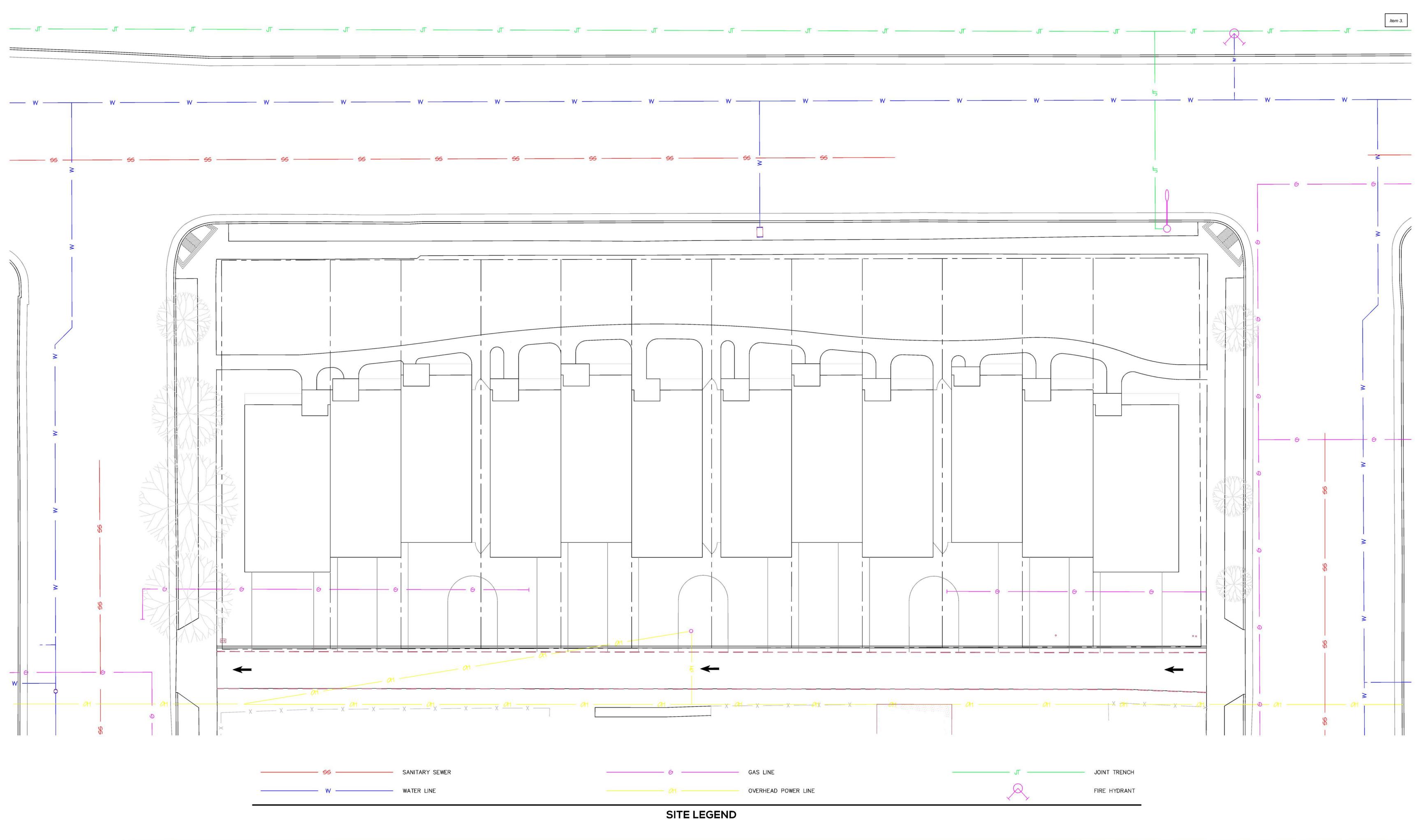


MONTGOMERY STREET VETERAN'S HOUSING





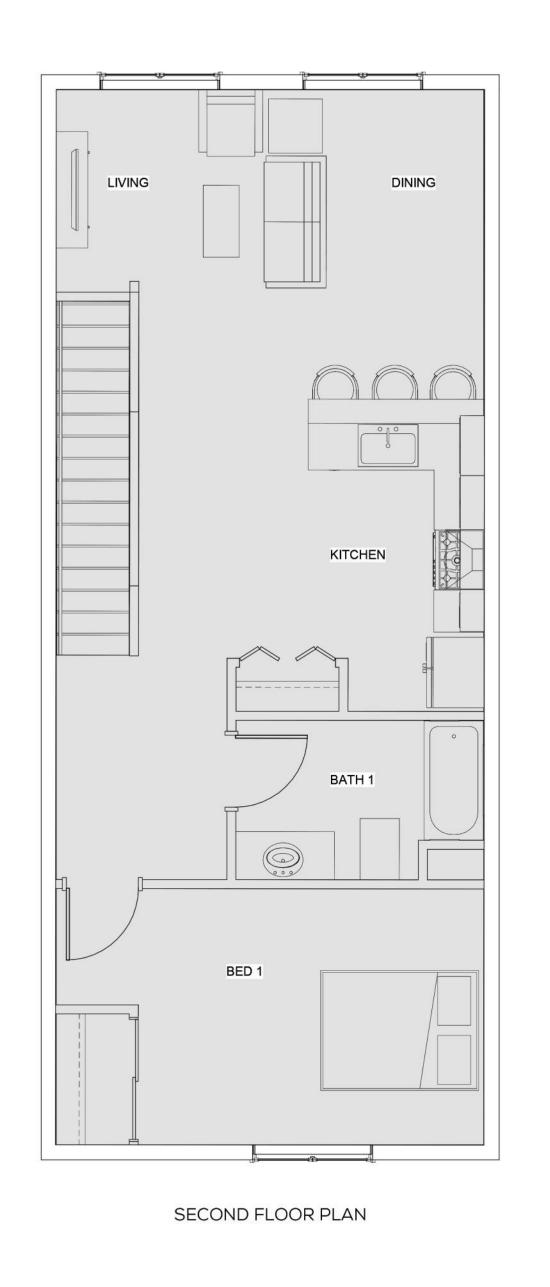
MONTGOMERY STREET VETERANS HOUSING

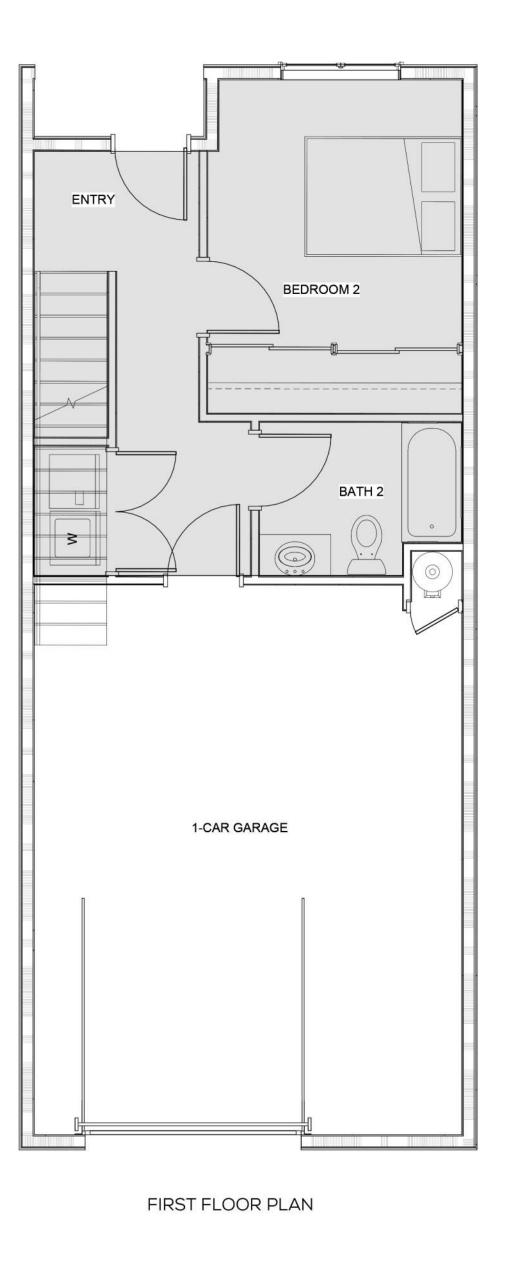




MONTGOMERY STREET VETERAN HOUSING







3 BEDROOM UNIT: 1489 SF LIVING SPACE 543 SF 2-CAR GARAGE 2 BEDROOM UNIT: 1252 SF LIVING SPACE 454 SF 1-CAR GARAGE



Montgomery Street Veterans Housing

A PLANNED DEVELOPMENT OVERLAY

REGULATIONS AND SUPPORTING MASTER PLAN GOVERNING THE MONTGOMERY STREET VETERANS HOUSING PROJECT, A PLANNED DEVELOPMENT OVERLAY PURSUANT TO PROVISIONS OF THE CITY OF OROVILLE MUNICIPAL CODE

PREPARED FOR:



PREPARED BY:

RUSSELL, GALLAWAY ASSOCIATES, INC. 115 Meyers St. STE 110 Chico, CA 95928





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SECTION IV	DEVELOPMENT COMMITMENTS	
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LIST OF EXHIBITS AND TABLES

EXHIBIT A Location Map

EXHIBIT B Boundary Map

EXHIBIT C Aerial Photograph

EXHIBIT D Existing Infrastructure Map

EXHIBIT E PD-O Master Plan

EXHIBIT F Exterior Elevations

EXHIBIT G Floor Plans

EXHIBIT L Landscaping Plans

TABLE 1 Development Standards

STATEMENT OF COMPLIANCE

The development of approximately 0.64 acres of property in the City of Oroville, as a Planned Development Overlay to be known as Montgomery Street Veterans Housing Project will be in compliance with the goals, objectives and policies of City of Oroville as set forth in section 17.44.030 of the Oroville Municipal Code. The residential facilities of Oroville Veterans Housing Project will be consistent with the policies, land development regulations, and applicable comprehensive planning objectives of each of the elements of the Municipal Code for the following reasons:

Residential Project

- 1. The subject property is within the Downtown Historical Overlay Designation as identified on the City of Oroville Downtown Historic Overlay Map.
- 2. The subject property's location in relation to existing or proposed community facilities and services permits the development's residential density as required in Objective 2 of the Future Land Use Element.
- 3. The project development is compatible and complementary to existing and future surrounding land uses as required in the Municipal Code.
- 4. Improvements are planned to be in compliance with applicable land development regulations as set forth in the Municipal Code.
- 5. The project development is planned to Low Impact Development Standards for water management in accordance with City, County and State Standards.
- 6. The projected density of 20 dwelling units per acre is a variance of the maximum density of the planning element of Downtown Historic Overlay section of the Municipal Code. This project will require a designation as Medium High Density per the City of Oroville Housing Element.
- 7. Although exempt due to location within the Downtown Historical Overlay District, each residence shall provide 2 off-street parking spaces.

SHORT TITLE

This Ordinance shall be known and cited as:

"Montgomery Street Veterans Housing Planned Development Overlay Ordinance"

SECTION I

PROPERTY OWNERSHIP AND DESCRIPTION

1.1 PURPOSE

The purpose of this Section is to set forth the location and ownership of the property, and to describe the existing conditions of the property proposed to be developed under the project name of Oroville Veterans Housing Project.

1.2 <u>LEGAL DESCRIPTION</u>

The subject property being 0.64 acres is described as: Parcel # (APN) 012-064-001-000

LOTS 1, 2, 3, 4, 5 AND 6, IN BLOCK 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OFFICIAL MAP OF HAMMON'S ADDITION TO THE CITY OF OROVILLE, BUTTE COUNTY, CALIFORNIA", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 5, 1907, IN BOOK 6 OF MAPS, AT PAGE(S) 85.

1.3 PROPERTY OWNERSHIP

The subject property is currently under the ownership of:

City of Oroville

1.4 GENERAL DESCRIPTION OF PROPERTY AREA

APN: 012-064-001

Site Address: 711 MONTGOMERY ST, OROVILLE CA 95965

Municipal Code 2030: City of Oroville Municipal Code Zoning: City of Oroville

Approximate Acres: 0.64

1.5 ZONING

The zoning classification of the subject property prior to the date of this approved PD-O Document was C-2 Commercial

1.6 PHYSICAL DESCRIPTION

The project site is currently vacant. It is located on Montgomery Street between 6th and 7th Avenues with Fir Alley along the south border. It is located near the intersection of Feather River Boulevard and Montgomery Street and east of the onramp to State Highway 70.

The previous use was a motel.

Adjacent zoning includes R-1, R-3, C-2 and C-1

Service providers for the site are:

- Cal Water
- Pacific Gas and Electric
- SCORE
- No storm water service is adjacent to the parcel.

Water Management for the proposed project is planned to be the onsite retention type. Elevation of the parcel is approximately 161 feet above mean sea level relatively little change in elevation across the site.

1.7 **PROJECT DESCRIPTION**

The development project will create twelve (12) 2-story residential units on separate parcels for sale to US veterans. The units will be built in 4 phases of 3, zero lot line units. This project will require a rezone of the parcel to R3 to allow for Medium High Density Residential.

SECTION II PROJECT DEVELOPMENT REQUIREMENTS

2.1 PURPOSE

The purpose of this Section is to delineate and generally describe the project plan of development, relationships to applicable County ordinances, the respective land uses of the tracts included in the project, as well as other project relationships.

2.2 GENERAL

- A. Regulations for development of Montgomery Street Veterans Housing Project shall be in accordance with the contents of this document, PD-O Planned Development Overlay Ordinance and other applicable sections and parts of the City of Oroville Municipal Code and General Plan in effect at the time of building permit application. Where these regulations fail to provide developmental standards then the provisions of the most similar district in the City of Oroville Municipal Code shall apply.
- B. Unless otherwise noted, the definitions of all terms shall be the same as the definitions set forth in City of Oroville Municipal Code in effect at the time of building permit application.
- C. All conditions imposed and all graphic material presented depicting restrictions for the development of Montgomery Street Veterans Housing Project shall become part of the regulations that govern the manner in which the PD-O site may be developed.
- D. Unless modified, waived, or excepted by this PD-O the provisions of other Municipal Code requirements where applicable remain in full force and effect with respect to the development of the land which comprises this PD-O.
- E. Development permitted by the approval of this petition will be subject to a concurrency review under the provisions of Development Review Board at the earliest or next to occur of either final DRB approval, final plat approval, or building permit issuance applicable to this development.

2.3. DESCRIPTION OF PROJECT PLAN AND PROPOSED LAND USES

A. The project Master Plan is illustrated graphically by Exhibit "E", PD-O Master Development Plan.

2.4. DESCRIPTION OF PROJECT DENSITY OR INTENSITY OF LAND USE

- A. A maximum of 12 residential dwelling units, single family, shall be constructed in the total project area.
- B. The gross project area is 0.64acres. The gross project density, therefore, will be amaximum of 20 units per acre.

2.5. RELATED PROJECT PLAN APPROVAL REQUIREMENTS

- A. Prior to the recording of a Record Plat, for all or part of the PD-O, final plans of all required improvements shall receive approval of the appropriate City of Oroville governmental agency to insure compliance with the PD-O Master Plan, the City of Oroville Subdivision Code and the platting laws of the State of California.
- B. Exhibit "E", PD-O Master Plan, constitutes the required PD-O Development Plan. Subsequent to or concurrent with PD-O approval, a Preliminary Subdivision Plat if applicable shall be submitted for the entire area covered by the PD-O Master Plan. Any division of property and the development of the land shall be in compliance with the City of Oroville Municipal Code, and the platting laws of the State of California.
- C. The provisions of the City of Oroville Municipal Code, when applicable, shall apply to the development of all platted tracts, or parcels of land as provided in said Division prior to the issuance of a building permit or other development order.
- D. The development of any tract or parcel approved for residential development contemplating fee simple ownership of land for each dwelling unit shall be required to submit and receive approval of a Preliminary Subdivision Plat in conformance with requirements of the City of Oroville Municipal Code prior to the submittal of construction plans and a final plat for any portion of the tract or parcel.
- E. Appropriate instruments will be provided at the time of infrastructural improvements regarding any dedications and method for providing perpetual maintenance of common facilities.

2.6. AMENDMENTS and MODIFICATIONS TO PD-O DOCUMENT

Amendments may be made to the PD-O as provided in the City of Oroville Municipal Code. Minor modifications may be approved by the City of Oroville Planning Director. Modifications that are not considered minor modifications shall be approved by a zoning code amendment per Section 17.56.090.

2.7 ASSOCIATION OF PROPERTY OWNERS FOR COMMON AREA MAINTENANCE

Whenever the developer elects to create land area and/or recreation amenities whose ownership and maintenance responsibility is a common interest to all of the subsequent purchasers of property within said development in which the common interest is located, that developer entity shall provide appropriate legal instruments for the establishment of a Property Owners Association whose function shall include provisions for the perpetual care and maintenance of all common facilities and open space subject further to the provisions of the City of Oroville Municipal Code.

2.8 PROJECT PHASING

This project may be constructed in up to 4 phases consisting of a minimum of 25 percent of the total planned units in each phase. Infrastructure construction for each phase may be included in that phase.

SECTION III

DEVELOPMENT STANDARDS

3.1. PURPOSE

The purpose of this Section is to identify specific development standards for areas designated on Exhibit "E".

3.2. MAXIMUM DWELLING UNITS

The maximum number of dwelling units allowed within the PD-O shall be 12.

3.3. <u>USES PERMITTED</u>

No building or structure, or part thereof, shall be erected, altered, or used, or land used, in whole or part, for other than the following:

- A. Principal Uses:
 - (1) Single Family Dwelling Unit
 - (2) Single Family Attached (No dwelling unit above another) Dwelling Units.
- B. Accessory Uses:
 - (1) Customary accessory uses and structures, including private garages.

3.4. DEVELOPMENT STANDARDS (See Table 1)

- A. <u>GENERAL:</u> All yards, setbacks, etc. shall be in relation to the individual parcel boundaries, except as otherwise provided (See Table 1 of Development Standards)
- B. MINIMUM LOT AREA: 1800 square feet.
- C. <u>MINIMUM LOT WIDTH:</u> (See Table 1)
 - (1) Corner Lots 28 feet
 - (2) Interior Lots- 18 feet
- D. <u>MINIMUM YARDS:</u> (Waterfront and non-waterfront) (See Table 1)
 - (1) Front Yard 0 feet
 - (2) Side Yard 0 feet
 - (3) Rear Yard 5 feet
- C. MINIMUM FLOOR AREA: 1000 square feet (for various size bedroom units)
- D. OFF-STREET PARKING AND LOADING REQUIREMENTS

As required by 17.12.070 of the City of Oroville Municipal Code in effect at the time of building

permit application.

E. <u>MAXIMUM HEIGHT:</u> (See Table 1)

- (1) Principal Structure 35 feet and 3 stories
- (2) Accessory Structure 20 feet and 1 stories above the minimum base flood elevation

Development Standards for Residential Areas:

Table 1 - PD-O Development Standards

	Minimum	Maximum
Lot Standards		
Width	18'	40'
Length	100'	150'
Density	-	20 units/acre
Building Standards		
Setbacks		
Exterior	-	30'
Interior, Side	0'	8'
Interior, Rear	5'	30'
Height	-	35'
Stories	-	3

SECTION IV

DEVELOPMENT COMMITMENTS

7.1 PURPOSE

The purpose of this Section is to set forth the development commitments for the development of the project.

7.2. GENERAL

All facilities shall be constructed in strict accordance with Final Site Development Plans, Final Subdivision Plans and all applicable State and local laws, codes, and regulations applicable to this PD-O. Except where specifically noted or stated otherwise, the standards and specifications of Division 3.2 of the Municipal Code shall apply to this project even if the land within the PD-O is not to be platted. The developer, his successor and assigns shall be responsible for the commitments outlined in this document.

The developer, his successor or assignee shall agree to follow the Master Plan and the regulations of the PD-O as adopted, and any other conditions or modifications as may be agreed to in the rezoning of the property. In addition, the developer will agree to convey to any successor or assignee in title any commitments within this agreement.

7.3. PD-O MASTER PLAN

- A. Exhibit E of the PD-O Master Plan illustrates the proposed development and is conceptual in nature. Proposed tract, lot or land use boundaries or special land use boundaries shall not be construed to be final and may be varied at any subsequent approval phase such as final platting or site development plan application. Subject to the provisions of the City of Oroville Municipal Code amendments may be made from time to time.
- B. All necessary easements, dedications, or other instruments shall be granted to insure the continued operation and maintenance of all service utilities and all common areas in the project.

7.4. SCHEDULE OF DEVELOPMENT/MONITORING REPORT AND SUNSET PROVISION

- A. Identify proposed start and completion dates of the project, stages of development, and area and location of common open space or other recreation facility if applicable to be provided at or by each stage. All PD-O's shall be subject to the Sunset Provisions of the City of Oroville Municipal Code.
- B. <u>Monitoring Report:</u> An annual monitoring report shall be submitted pursuant to of the City of Oroville Municipal Code.

7.5 WATER MANAGEMENT

The development of this PD-O Master Plan shall be subject to and governed by the following conditions:

7.6 UTILITIES

The development of this PD-O Master Plan shall be subject to and governed by the following conditions:

7.7 <u>ENGINEERING</u>

The development of this PD-O Master Plan shall be subject to and governed by the following conditions:

7.8 <u>ENVIRONMENTAL</u>

The development of this PD-O Master Plan shall be subject to and governed by the following conditions:

7.9 OTHER INFRASTRUCTURE

The development of this PD-O Master Plan shall be subject to and governed by the following conditions:

7.10 **SIGNS**

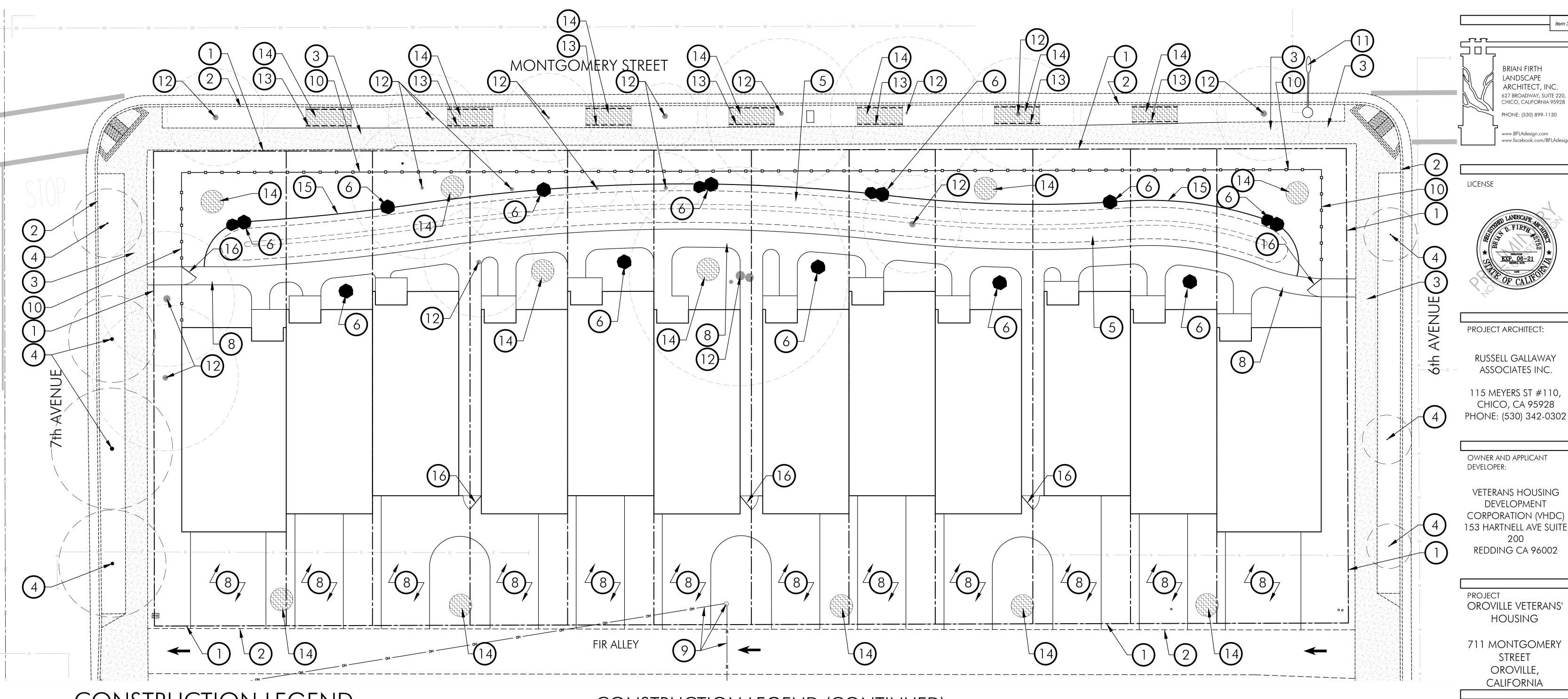
All signs shall be in accordance with of the City of Oroville Municipal Code.

7.11 LANDSCAPING FOR OFF-STREET PARKING AREAS

All landscaping for off-street parking areas shall be in accordance with the of the City of Oroville Municipal Code in effect at the time of building permit application.

7.12 SPECIAL CONDITIONS

There are no special conditions.



CONSTRUCTION I FGEND

SYMBOL	DESCRIPTION	REMARKS	DETAIL
	PROPERTY LINE	SHOWN FOR REFERENCE ONLY. SEE CIVIL ENGINEER'S PLANS.	
2	LIMIT OF WORK		
(\mathfrak{I})	CITY OF OROVILLE SIDEWALK	TO REMAIN. RETAIN AND PROTECT. SEE CIVIL ENGINEER'S PLANS FOR ADDITIONAL INFORMATION.	
4	EXISTING TREE	TO REMAIN. RETAIN AND PROTECT. SEE TREE PROTECTION NOTES, CIVIL ENGINEER'S PLANS.	
5	BIOSWALE	SEE CIVIL ENGINEER'S PLANS FOR GRADES AND ADDITIONAL INFORMATION.	
6	BOULDER	2-1/2' TO 3' DIAMETER MOSS AND LICHEN COVERED FIELDSTONE BOULDERS. TYPICAL SYMBOL.	
7	UTILITIES	SHOWN FOR REFERENCE ONLY. SEE CIVIL ENGINEER'S PLANS.	
8	CONCRETE WALKWAY/ DRIVEWAY		
9	EXISTING UTILITY POLE AND OVERHEAD LINE	TO REMAIN. RETAIN AND PROTECT.	

CONSTRUCTION LEGEND (CONTINUED)

SYMBOL	DESCRIPTION	REMARKS	DETAIL
10	PERIMETER FENCING	6 FOOT HIGH TUBULAR STEEL FENCING. PAINT: GLOSS BLACK. MATCH FENCING ACROSS SEVENTH AVENUE AT CAL WATER FACILITY.	
(1)	existing street light	to remain. Retain and protect.	
12	EXISTING STREET TREE	TO BE REMOVED AND DISPOSED OF OFF-SITE.	
13	ROOT BARRIER		1/ L-1.1 AND LS-1/ L-2.1
14	SOIL DECOMPACTION	SEE SITE SOIL NOTE, THIS SHEET.	LS-16/ L-1.1
(15)	STEEL HEADER		LS-17/ L-1.1
16)	GATE	TO MATCH 6 FOOT HIGH TUBULAR STEEL FENCING. PAINT: GLOSS BLACK.KEYPAD LOCKING HARDWARE AS PER OWNER AND SHALL BE MADE ACCESSIBLE TO THE OROVILLE FIRE DEPARTMENT.	

NOTE: SEE SHEET L-1.1 FOR CONSTRUCTION NOTES, TREE PROTECTION NOTES, AND LANDSCAPE CONSTRUCTION

SITE SOIL NOTE

THE SOILS AT THIS SITE ARE KNOWN TO CONTAIN 'REGRADED MINE TAILING AND RIVER DEPOSITS' (COMPRISED OF LARGE AND SMALL COBBLE). CONTRACTOR SHALL TAKE INTO ACCOUNT THESE CONDITIONS WITH REGARDS TO GRADING, TRENCHING, AND EXCAVATION ACTIVITIES. COBBLE MAY ONLY BE STOCKPILED REUSED UPON WRITTEN APPROVAL BY THE CITY'S REPRESENTATIVE. ALL REJECTED COBBLE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY OFF-SITE. IMPORT SOIL WILL BE REQUIRED TO FILL VOIDS LEFT BY THE REMOVAL OF TREE TRUNKS AND OF COBBLE FROM TRENCHES AND PLANTING PITS. REFER TO BOOK FORM SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING SOIL PREPARATION AND TRENCH BACKFILL.

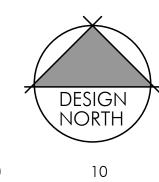
DETAILS.





SOLAR INFLUENCE

BFLA PROJECT #: 2204 RGA PROJECT #: 20 600



SCALE: 1"= 10'-0"

Sheet Number

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HOUSING

STREET

OROVILLE,

CALIFORNIA

LANDSCAPE

CONSTRUCTION

PLAN

Plot Date: November 30, 2020 - 11:55 am

PROJECT NUMBERS

SHEET TITLE

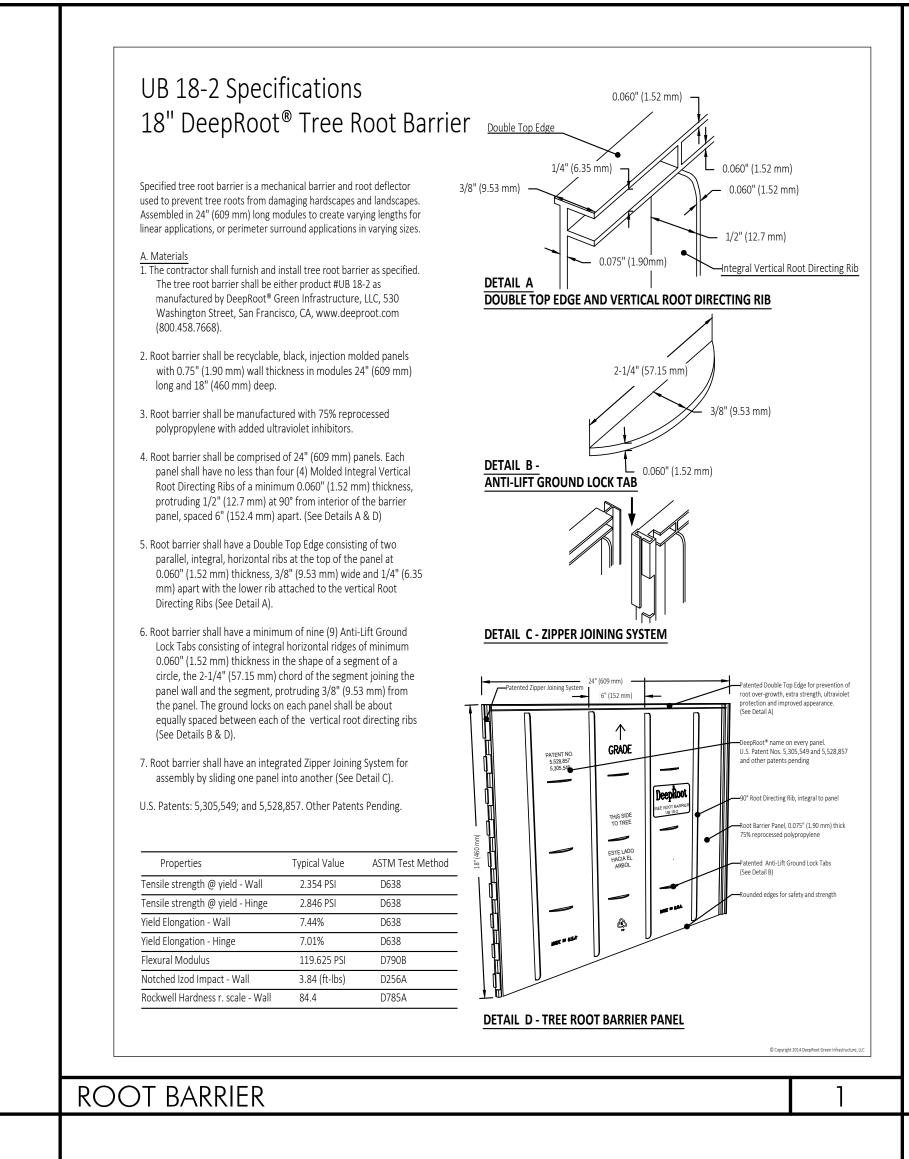
DATES

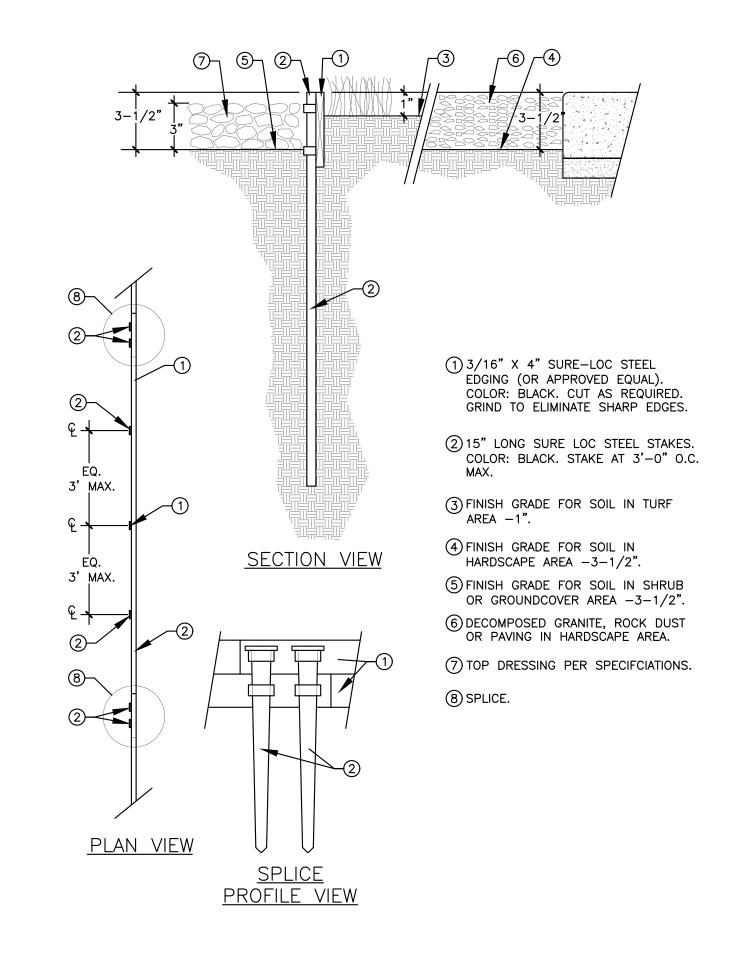
NO. **DESCRIPTION**CD SUBMITTAL

CHICO, CALIFORNIA 95928

PHONE: (530) 899-1130

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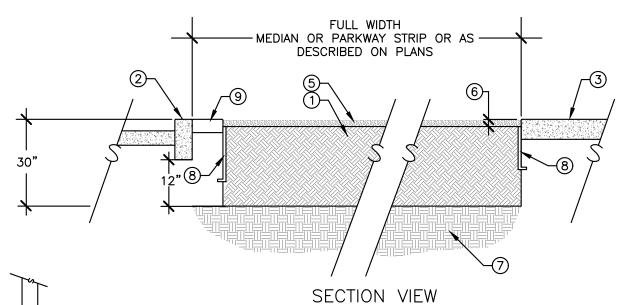


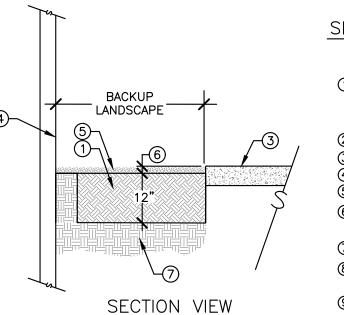


STEEL HEADER DETAIL

CONSTRUCTION NOTES

- 1. CONFIRM ALL LOCATIONS OF EXISTING UTILITIES WITHIN PROJECT SITE PRIOR TO EXCAVATION. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND REPAIR OF DAMAGE TO ALL EXISTING UTILITIES.
- 2. INSTALL ALL ELEMENTS PER MANUFACTURERS' SPECIFICATIONS.
- 3. CONTRACTOR IS RESPONSIBLE TO COORDINATE HIS WORK WITH THE WORK
- 4. MAINTAIN ENGINEER'S DESIGNED GRADES. IF DURING THE COURSE OF LANDSCAPE CONSTRUCTION THE ROUGH GRADE DESIGNED AND ESTABLISHED BY OTHERS IS DISTURBED, IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO REESTABLISH THIS GRADE PER INTENT OF CIVIL ENGINEER. REFER TO CIVIL ENGINEER'S PLANS.
- 5. CONTRACTOR SHALL OBSERVE ALL SAFETY REGULATIONS PERTAINING TO THIS PROJECT.
- 6. ANY CHANGES SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO
- 7. THE CONTRACTOR IS RESPONSIBLE TO ALLOW FOR ADEQUATE LEADTIME FOR PRODUCT DELIVERY SO AS NOT TO IMPEDE THE PROJECT SCHEDULE.
- 8 SEE DETAILS AND SHEET FORM SPECIFICATIONS WHEN APPLICABLE FOR ADDITIONAL INFORMATION.





(1) RIP PLANTER SOIL IN PLACE TO DECOMPACT. 30" MINIMUM DEPTH AT MEDIAN, 12 MINIMUM DEPTH AT BACKUP LANDSCAPE). LEAVE IN PLACE. COMPACT TO 85% RELATIVE DENSITY.

② CONCRETE MEDIAN CURB (WHERE APPLICABLE) 3 ADJACENT HARDSCAPE (WHERE APPLICABLE) 4 FENCE OR SOUNDWALL (WHERE APPLICABLE) (5) TOP DRESSING. SEE PLANS AND SPECIFICATIONS. 6 FINISH GRADE. HOLD DOWN: 1/2" IN SEED, 1-1/2" IN SOD, 3-1/2" IN PLANTER OR DECOMPOSED GRANITE.

(7) UNDISTURBED SUBGRADE. (8) TREE ROOT CONTROL BARRIER (WHERE APPLICABLE). "DEEP ROOT CORP." OR APPROVED EQUAL.

(9) MAINTENANCE STRIP(WHERE APPLICABLE).

1. COMPACT TO 85% RELATIVE DENSITY AND ALLOW FOR SETTLING.

- 2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A SOILS ANALYSIS OF SITE SOIL FROM AN ANALYTICAL LABORATORY AND SHALL AMEND THE SOIL PER THE LABORATORY RECOMMENDATIONS. SOIL SAMPLING SHALL BE CONDUCTED IN ACCORDANCE WITH LABORATORY PROTOCOL, INCLUDING PROTOCOLS REGARDING ADEQUATE SAMPLING DEPTH FOR THE INTENDED PLANTS. THE SOIL ANALYSIS SHALL INCLUDE:
- B. INFILTRATION RATE DETERMINED BY LABORATORY TEST

 OR SOIL TEXTURE (1987) TO THE PROPERTY OF THE PROPERTY OF
- I. SOIL MICRONUTRIENTS OR SOIL TEXTURE INFILTRATION RATE TABLE J. RECOMMENDATIONS FOR LANDSCAPES STATED IN RATES OF
- . TOTAL SOLUBLE SALTS COMMONLY AVAILABLE AMENDMENTS (CUBIC YARDS OR
- . SODIUM WEIGHT PER 1,000 SF) F. ORGANIC MATTER
- K. TEST LPT 4 FROM SUNLAND ANALYTICAL LAB OR EQUAL G. WATER PENETRATION OF SOIL DUE TO CHEMICAL
- 3. REMOVE ALL DEBRIS, CONCRETE POUR-OVER, ASPHALT, ROAD BASE, AND ROCKS OVER 2" IN DIAMETER. REMOVE ANY SOIL CONTAMINATED BY BUILDING CONSTRUCTION DEBRIS SUCH AS PAINT, CONCRETE, STUCCO, ETC. AND DISPOSE OF

4. CONFIRM EXACT LOCATIONS OF ALL UTILITIES PRIOR TO THE START OF WORK.

SOIL DECOMPACTION DETAIL

LS-16

BRIAN FIRTH LANDSCAPE ARCHITECT, INC. 627 BROADWAY, SUITE 220, CHICO, CALIFORNIA 95928 PHONE: (530) 899-1130 www.BFLAdesign.com www.facebook.com/BFLAdesign

LICENSE



PROJECT ARCHITECT:

RUSSELL GALLAWAY ASSOCIATES INC.

115 MEYERS ST #110, CHICO, CA 95928 PHONE: (530) 342-0302

OWNER AND APPLICANT DEVELOPER:

VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC) 153 HARTNELL AVE SUITE 200

REDDING CA 96002

PROJECT OROVILLE VETERANS' HOUSING

711 MONTGOMERY STREET OROVILLE, CALIFORNIA

SHEET TITLE

LANDSCAPE CONSTRUCTION DETAILS

DATES NO. **DESCRIPTION** CD SUBMITTAL

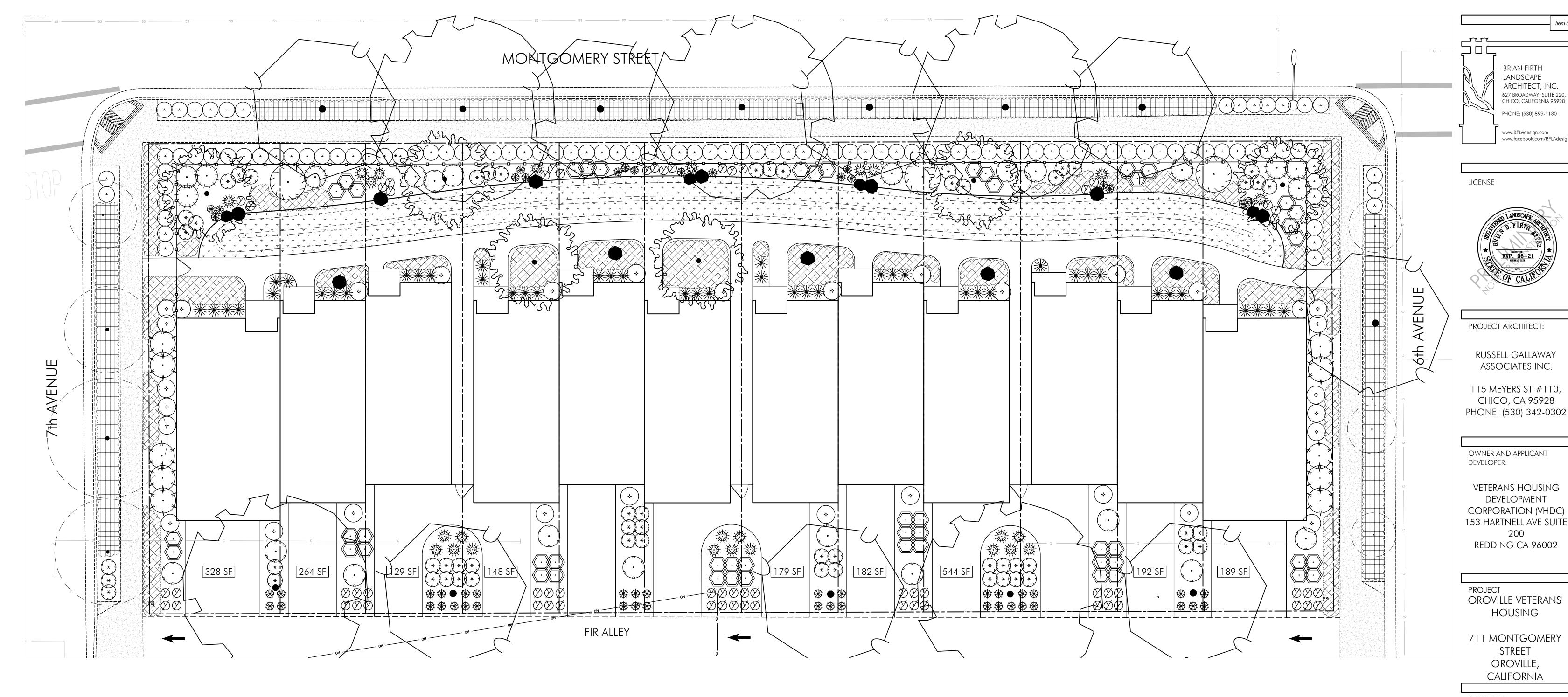
Plot Date: November 30, 2020 - 11:55 am

PROJECT NUMBERS

BFLA PROJECT #: 2204 RGA PROJECT #: 20 600

SHEET NUMBER

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TREE LIST

CONTAINER WATER QUANTITY DETAIL LATIN NAME/ COMMON NAME USE SIZE TREES LS-1/L-2.7 (ON SITE TREES 15 GAL ARBUTUS 'MARINA' MARINA STRAWBERRY TREE ONLY-STREET TREES PER OROVILLE LS-1/L-2. (ON SITE 15 GAL TREES LOW PISTACHIA CHINENSIS 'KEITH DAVIES' KEITH DAVIES CHINESE PISTACHE ONLY-STREET TREES PER OROVILLE LAGERSTROEMIA INDICA X FAURIEI 'DYNAMITE' RED FLOWERING CRAPE MYRTLE 15 GAL LOW LS-1/L-2.1

NOTE: TREES IN PARKWAY STRIPS SHALL BE PLANTED PER CITY OF OROVILLE STANDARD FOR STREET TREE DETAILS (MS-06), SHEET L-2.1.

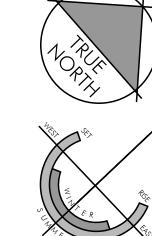
TOLI DI IDIIO

SHRUBS CISTUS PULVERULENTUS 'SUNSET' SUNSET ROCKROSE ROSA 'MEIDILAND' RED MEIDILAND ROSE DIETES BICOLOR FORTNIGHT LILY PYRACANTHA COCCINEA 'LOWBOY' LOWBOY PYRACANTHA BERBERIS THUNBERGII 'MONOMB' CHERRY BOMB® JAPANESE BARBERRY 5 GAL LOW 16 16 16 16 17 18 19 10 10 10 10 10 10 10 10 10	LS-6/ L-2.1 LS-6/ L-2.1
SUNSET ROCKROSE ROSA 'MEIDILAND' RED MEIDILAND ROSE DIETES BICOLOR FORTNIGHT LILY PYRACANTHA COCCINEA 'LOWBOY' LOWBOY PYRACANTHA BERBERIS THUNBERGII 'MONOMB' 5 GAL. LOW 46 10 10 10 10 10 10 10 10 10 1	
RED MEIDILAND ROSE DIETES BICOLOR FORTNIGHT LILY PYRACANTHA COCCINEA 'LOWBOY' LOWBOY PYRACANTHA BERBERIS THUNBERGII 'MONOMB' 5 GAL. LOW 46 10 10 10 10 10 10 10 10 10 1	5-6/1-2 1
FORTNIGHT LILY PYRACANTHA COCCINEA 'LOWBOY' LOWBOY PYRACANTHA BERBERIS THUNBERGII 'MONOMB' 5 GAL. LOW 9	LO O/ L-Z.1
LOWBOY PYRACANTHA BERBERIS THUNBERGII 'MONOMB' 5 GAL. LOW 9	LS-6/ L-2.1
/· \	LS-6/ L-2.1
	LS-6/ L-2.1
NANDINA DOMESTICA HEAVENLY BAMBOO 5 GAL. LOW 32	LS-6/ L-2.1
ARCTOSTAPHYLOS 'HOWARD MCMINN' 5 GAL LOW 3 MCMINN MANZANITA	LS-6/ L-2.1
RHAPHIOLEPIS UMBELLATA 'MINOR' 5 GAL. LOW 51 DWARF YEDDA HAWTHORN	LS-6/ L-2.1
SALVIA GREGGII 'FURMAN'S RED' 5 GAL. LOW 57 FURMAN'S RED AUTUMN SAGE	LS-6/ L-2.1

SHRUB LIST

SYMBOL	LATIN NAME/ COMMON NAME	CONTAINER SIZE	WATER USE	QUANTITY	DETAIL
SHRUBS					
禁	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FOERSTER'S FEATHER REED GRASS	1 GAL.	LOW	25	LS-6/ L-2.1
\otimes	ACHILLEA X 'MOONSHINE' MOONSHINE YARROW	1 GAL.	LOW	64	LS-6/ L-2.1
*	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' LITTLE BUNNY DWARF FOUNTAIN GRASS	1 GAL.	LOW	56	LS-6/ L-2.1
	ARCTOSTAPHYLOS UVA URSI 'WOOD'S COMPACT' WOOD'S COMPACT MANZANITA	1 GAL.	LOW	1,657 SF (@ 110)	LS-6/ L-2.1. PLANT @ 49" OC.
	JUNIPERUS CONFERTA SHORE JUNIPER	1 GAL.	LOW	1,716 SF (@75)	LS-6/ L-2.1. PLANT @ 60" OC.
GROUNDCO	GROUNDCOVER				
* * * * * * * * * * * * * * * * * * *	BIOFILTRATION SOD PURPLE NEEDLEGRASS (NASELLA PULCHRA), MOLATE FESCUE (FESTUCA RUBRA), CALIFORNIA BARLEY (HORDEUM CALIFORNICUM), MEADOW BARLEY (HORDEUM BRACHYANTHERUM)	SOD	MEDIUM	2,408 SF	SEE L-2.1

NOTE: SEE SHEET L-2.1 FOR PLANTING SPECIFICATIONS, PLANTING NOTES, MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) SOILS MANAGEMENT REPORT NOTE, SOIL REPORT NOTE, LANDSCAPE AND SHADE CALCULATIONS AND LANDSCAPE PLANTING DETAILS.



SOLAR INFLUENCE

DESIGN NORTH/

Sheet Number

SCALE: 1"= 10'-0" © BFLA 2020 ALL RIGHTS RESERVED 198

SHEET TITLE LANDSCAPE PLANTING PLAN DATES

NO. **DESCRIPTION**CD SUBMITTAL

200

STREET

627 BROADWAY, SUITE 220 CHICO, CALIFORNIA 95928

PHONE: (530) 899-1130

Plot Date: November 30, 2020 - 11:56 am

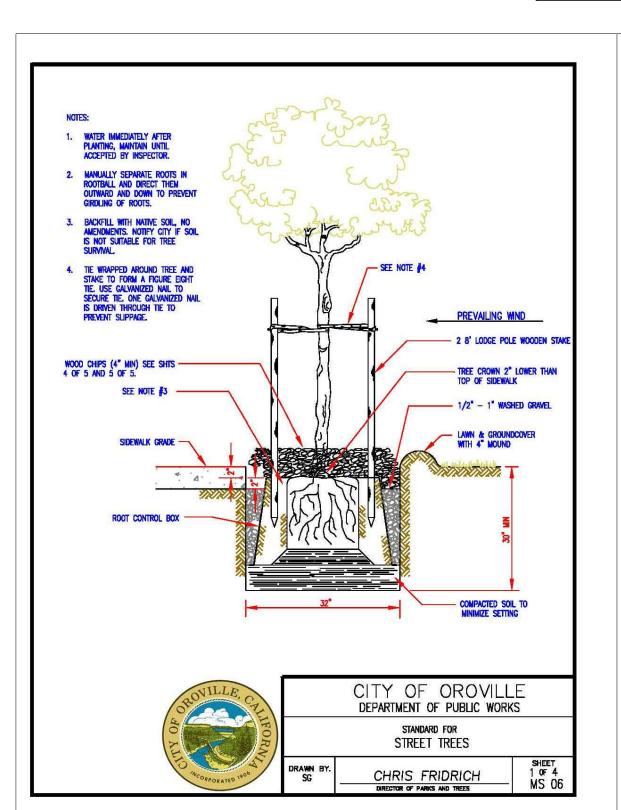
PROJECT NUMBERS BFLA PROJECT #: 2204 RGA PROJECT #: 20 600

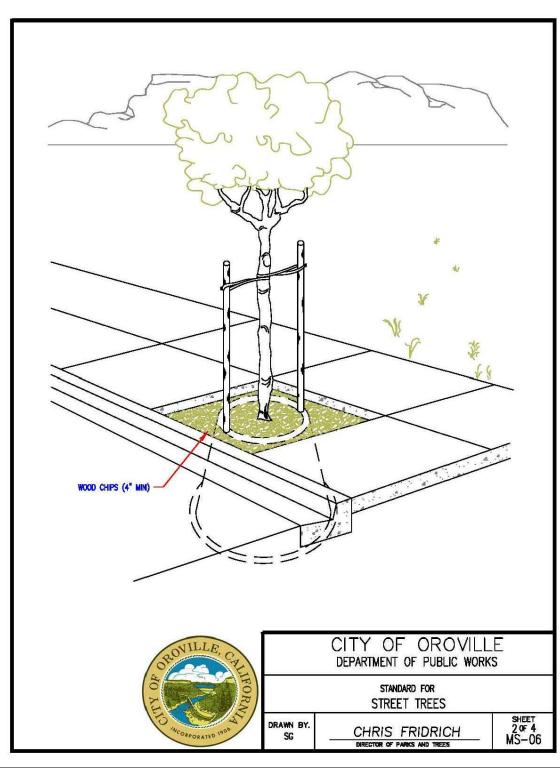
SHADE CALCULATIONS

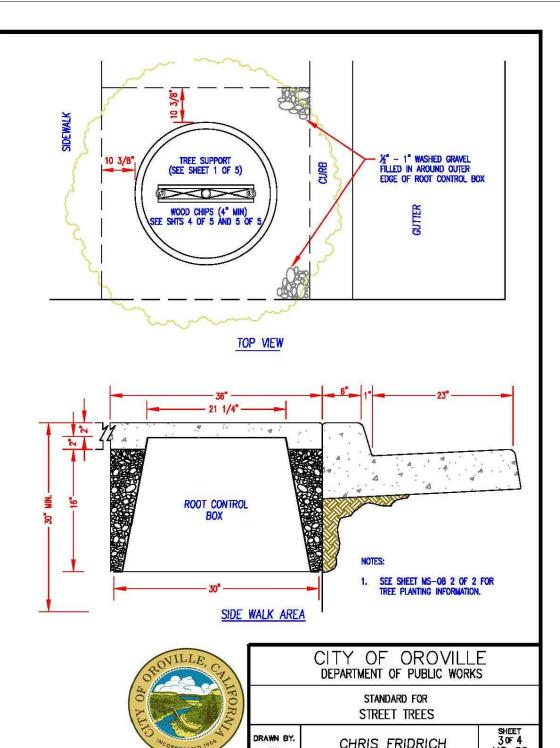
DESCRIPTION	TOTAL	PERCENT	
TOTAL DRIVEWAY AREA	3,960 SF		
TREE SHADE AREA PROVIDED OVER DRIVEWAYS	2,155 SF	54.4%	
SYMBOL			
124 SF SHADE AREA PROVIDED (SEE SHEET 2)			

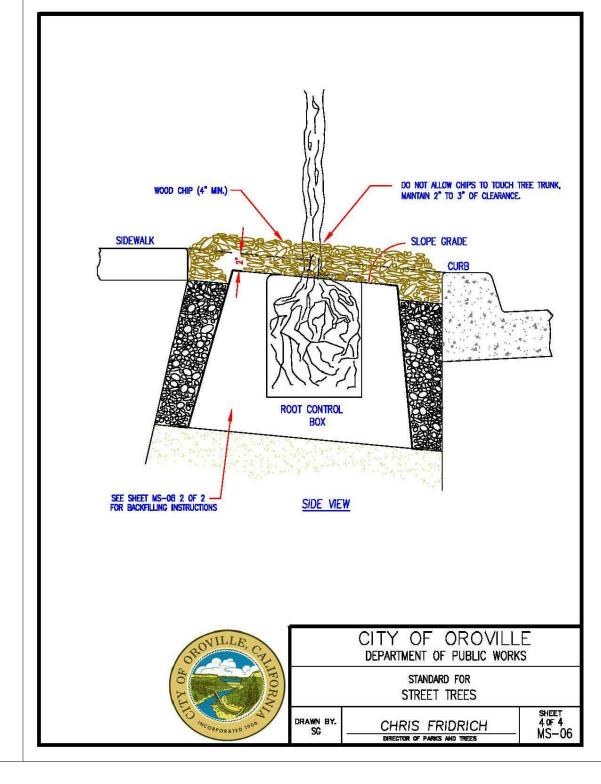
DRIVEWAY LANDSCAPE

DESCRIPTION	AREA	PERCENT
TOTAL DRIVEWAY AREA	3,960 SF	
LANDSCAPE ADJACENT TO DRIVEWAYS	2,347 SF	59%









PLANT SPECIFICATIONS

1. GENERAL	CONTRACTOR SHALL BID AND INSTALL LANDSCAPE PER THESE PLANS AND SPECIFICATIONS, UNLESS GIVEN FURTHER WRITTEN INSTRUCTIONS OR REVISED PLANS PER OWNER OR LANDSCAPE ARCHITECT. WORK INCLUDES BUT IS NOT LIMITED TO ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO COMPLETE THE WORK.
2. PLANT MATERIAL	ALL PLANT MATERIAL SHALL BE OF THE SPECIES, VARIETY, SIZE AND CONDITION SPECIFIED ON THE PLANS. ALL PLANT MATERIAL SHALL BE HEALTHY, FREE OF DISEASE AND PESTS, AND NOT ROOT BOUND. ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN NURSERY STANDARDS ANSI Z60.1-1990. ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE PROJECT REPRESENTATIVE. IN THE EVENT THAT ANY PLANT MATERIAL IS REJECTED IT SHALL BE REMOVED FROM SITE AND REPLACED WITH SUITABLE PLANT MATERIAL. WHERE PLANTING SPACINGS ARE INDICATED ON THE PLAN THE CONTRACTOR WILL BE REQUIRED TO PROVIDE AS MANY PLANTS ON THE PLAN AS ARE REQUIRED BY THE SPACING INDICATED ON THE PLANS. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES.
3. FINISH GRADING	ELIMINATE ALL UNEVEN AREAS AND LOW SPOTS. REMOVE ALL DEBRIS, ROOTS, STONES, SOIL CLODS, ETC. REMOVE ANY SOIL CONTAMINATED BY BUILDING CONSTRUCTION DEBRIS SUCH AS PAINT, CONCRETE, STUCCO, ETC. THE FINISH GRADE OF ALL SHRUB AND GROUND COVER AREAS SHALL BE 3-1/2 INCHES BELOW ADJACENT WALKS, CURBS, HARDSCAPE. ALL TURF AREAS SHALL BE 1 INCH BELOW. MAINTAIN ENGINEER'S DESIGNED GRADES AND AND EXTENTS OF MOUNDING. IF DURING THE COURSE OF LANDSCAPE CONSTRUCTION THE ROUGH GRADE DESIGNED AND ESTABLISHED BY OTHERS IS DISTURBED, IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO REESTABLISH THIS GRADE PER INTENT OF CIVIL ENGINEER. REFER TO CIVIL ENGINEER'S PLANS.
4. PLANTING	- PLANT HOLES SHALL BE EXCAVATED TO DIMENSIONS SHOWN ON PLAN. PLACE PLANT IN CENTER OF HOLE AND SLIGHTLY ABOVE FINISH GRADE. BACKFILL PLANT WITH ONE PART 0 TO 1/4 INCH FIR BARK MULCH, THREE PARTS NATIVE SOIL, SINGLE SUPERPHOSPHATE, GROW POWER AND AGRIFORM FERTILIZER TABLETS ALL AS PER MANUFACTURER'S RECOMMENDATIONS. WATER THOROUGHLY TO SETTLE BACKFILL AROUND SOIL BALL. ALL HEDGEROW PLANTINGS SHALL BE PLANTED IN A STRAIGHT ROW. GROUND COVERS SHALL BE PLANTED BASED ON TRIANGULAR SPACING UNLESS OTHERWISE SHOWN ON PLAN. STAKE ALL STANDARD TREES AS PER DETAIL WITH 2 INCH DIAMETER POLES.
6. POST PLANTING WEED CONTROL	- THE CONTRACTOR SHALL APPLY PRE-EMERGENT FERTILIZER TO ALL SHRUB AREAS WITHIN 4 DAYS AFTER COMPLETION OF PLANTING OF GIVEN AREA AND PRIOR TO THE PLACEMENT OF MULCH TOP DRESSING, THE PLANTING AREAS SHALL BE FREE FROM EXISTING WEED GROWTH. APPLY AS PER MANUFACTURER'S RECOMMENDATIONS. DO NOT APPLY PRE-EMERGENT TO HYDROSEEDED AREAS
7. TOP DRESSING	- APPLY A UNIFORM 3 INCH LAYER OF 3/4" BROWN LAVA ROCK TO ALL SHRUB AREAS. ALLOW FOR SETTLING.

PLANTING NOTES

- VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 2. PLANT QUANTITIES ARE FOR CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO CONFIRM EXACT NUMBER.
- 3. PLANT MATERIALS SHALL BE BID ON THE BASIS OF SPECIES <u>AND</u> CONTAINER SIZE, <u>NOT</u> ON CONTAINER SIZE ALONE.
- 4. REFER TO PLANS, DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) SOILS MANAGEMENT REPORT NOTE

IN ORDER TO REDUCE RUNOFF AND ENCOURAGE HEALTHY PLANT GROWTH, A SOIL MANAGEMENT REPORT SHALL BE COMPLETED BY THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, AS FOLLOWS:

SUBMIT SOIL SAMPLES TO A LABORATORY FOR ANALYSIS AND RECOMMENDATIONS (SUNLAND ANALYTICS OR EQUAL- PHONE: 916-852-8557).

SOIL SAMPLING SHALL BE CONDUCTED IN ACCORDANCE WITH LABORATORY PROTOCOL, INCLUDING PROTOCOLS REGARDING ADEQUATE SAMPLING DEPTH FOR THE INTENDED PLANTS.

THE SOIL ANALYSIS SHALL INCLUDE:

SOIL TEXTURE;

INFILTRATION RATE DETERMINED BY LABORATORY TEST OR SOIL TEXTURE INFILTRATION RATE TABLE;

TOTAL SOLUBLE SALTS;

SODIUM; PERCENT ORGANIC MATTER; AND

RECOMMENDATIONS.

IN PROJECTS WITH MULTIPLE LANDSCAPE INSTALLATIONS (I.E. PRODUCTION HOME DEVELOPMENTS) A SOIL SAMPLING RATE OF 1 IN 7 LOTS OR APPROXIMATELY 15% WILL SATISFY THIS REQUIREMENT. LARGE LANDSCAPE PROJECTS SHALL SAMPLE AT A RATE EQUIVALENT TO 1 IN 7 LOTS.

THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL COMPLY WITH ONE OF THE FOLLOWING: IF SIGNIFICANT MASS GRADING IS NOT PLANNED, THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO THE LOCAL

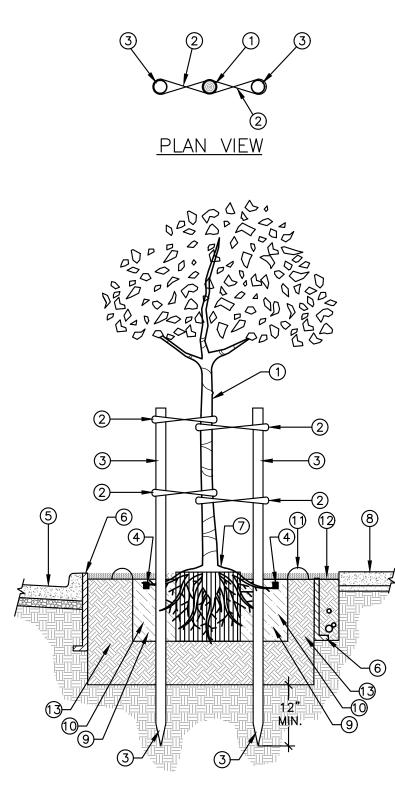
AGENCY AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE; OR F SIGNIFICANT MASS GRADING IS PLANNED, THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO THE LOCAL AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.

THE SOIL ANALYSIS REPORT SHALL BE MADE AVAILABLE, IN A TIMELY MANNER, TO THE PROFESSIONALS PREPARING THE LANDSCAPE DESIGN PLANS AND IRRIGATION DESIGN PLANS TO MAKE ANY NECESSARY ADJUSTMENTS TO THE DESIGN PLANS.

THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL SUBMIT DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATIONS TO THE LOCAL AGENCY WITH CERTIFICATE OF COMPLETION

SOIL REPORT NOTE

THE PROJECT LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING SOILS ANALYSIS OF LANSCAPE SOIL FOR PLANTING AREAS FROM AN ANALYTICAL LABORATORY AND AMENDING THE LANDSCAPE SOIL AS PER THE ANALYTICAL LABORATORY'S RECOMMENDATIONS FOR LANDSCAPES STATED IN RATES OF COMMONLY AVAILABLE AMENDMENTS (CUBIC YARDS OR WEIGHT PER 1,000 SF). SOILS TEST SHALL BE SUNLAND ANALYICAL (916-852-8557)LANDSCAPE PACKAGE LTP.4 OR APPROVED EQUAL.



SECTION VIEW

1) TREE NURSERY STOCK PER SPECIFICATIONS AND ANSI Z 60.1. ALL TREES SHALL HAVE A STRONG CENTRAL LEADER.

(2) DEEP ROOT ARBOR TIE (OR APPROVED EQUAL). STAPLE OR SCREW TO TREE STAKES.

3 10'L X 2" DIAM. UNTREATED LODGEPOLE STAKE. CUT OFF BELOW LOWEST LIMB. PLACE POSTS PERPENDICULAR TO

(4) PLANTING FERTILIZER TABLETS PER SPECIFICATIONS. (5) CURB AND GUTTER OR OTHER

PREVAILING WINDS AND OUTSIDE

(6) ROOT CONTROL BARRIER BY "DEEP ROOT CORP." OR APPROVED EQUAL. SET AT LEVEL OF SURROUNDING PAVING OR SOIL 10' LONG CENTERED ON TREE, 12" DEPTH (UB 12-2) NEXT TO SIDEWALKS AND 18" DEPTH (UB 18-2) NEXT TO CURBING. OFFSET ROOT BARRIER AS REQUIRED FOR LANDSCAPE IRRIGATION UTILITIES.

(7) REMOVE NURSERY SOIL IF NEEDED SO THAT FIRST ROOTS ARE VISIBLE AT TOP OF ROOTBALL. SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE TO ALLOW FOR SETTLEMENT. BREAK UP SIDES OF BALL AND SPREAD OUT ROOTS. NO CIRCLING ROOTS SHALL REMAIN WITHIN 12" OF THE TREE TRUNK. (8) SIDEWALK.

(9) BACKFILL MIX PER SPECIFICATIONS.

PLANTING HOLE SHALL BE TWICE THE DIAMETER OF THE ROOTBALL AND NO DEEPER THAN THE TREE

1) OPTIONAL/ TEMPORARY WATER RETENTION BERM.

(12) TOP DRESSING. SEE SPECIFCIATIONS. HOLD BACK 4" FROM TRUNK OF

(13) SOIL DECOMPACTION. SEE PLANS AND DETAIL LS-16, SHEET L-1.1.

FIFTEEN GALLON TREE PLANTING DETAIL

SECTION VIEW

2 TOP DRESSING. SEE SPECIFCIATIONS. HOLD BACK 2" FROM BASE OF SHRUB.

(3) SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE SOIL TO ALLOW

7 PLANTING HOLE SHALL BE TWICE DIAMETER OF ROOTBALL & NO DEEPER THAN THE SHRUB ROOTBALL.

CONTAINERIZED SHRUB

PLANTING DETAIL

(1) SHRUB NURSERY STOCK PER ANSI Z-60.1.

(4) FERTILIZER TABLET(S) PER SPECIFICATIONS.

(5) BACKFILL MIXTURE PER SPECIFICATIONS.

FOR SETTLEMENT.

(6) SHRUB ROOTBALL.



OROVILLE VETERANS' HOUSING

BRIAN FIRTH

LANDSCAPE

ARCHITECT, INC.

PHONE: (530) 899-1130

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LICENSE

PROJECT ARCHITECT:

RUSSELL GALLAWAY ASSOCIATES INC.

115 MEYERS ST #110,

CHICO, CA 95928

PHONE: (530) 342-0302

VETERANS HOUSING

OWNER AND APPLICANT

DEVELOPER:

627 BROADWAY, SUITE 220, CHICO, CALIFORNIA 95928

711 MONTGOMERY STREET OROVILLE, CALIFORNIA

SHEET TITLE

LANDSCAPE PLANTING DETAILS

DATES NO. DESCRIPTION CD SUBMITTAL

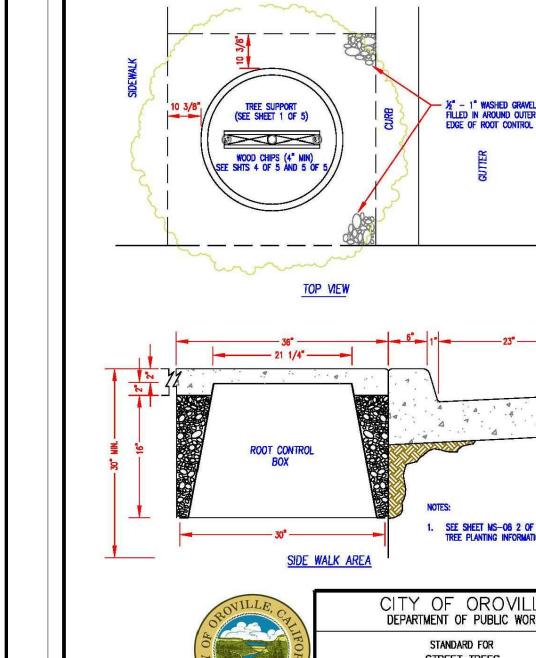
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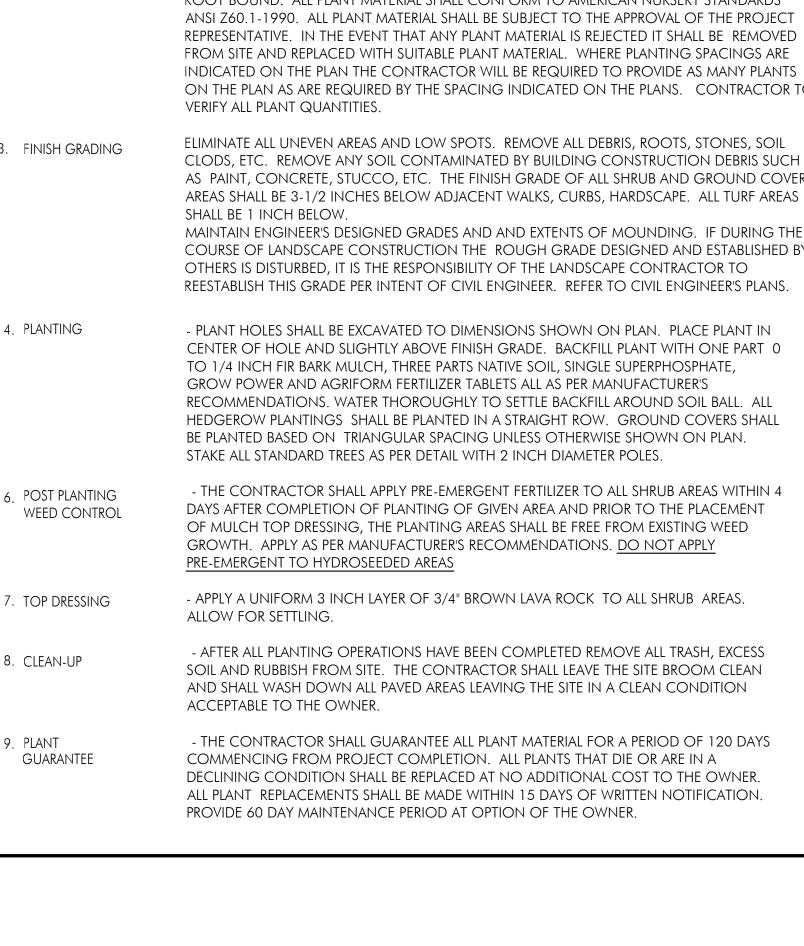
PROJECT NUMBERS BFLA PROJECT #: 2204

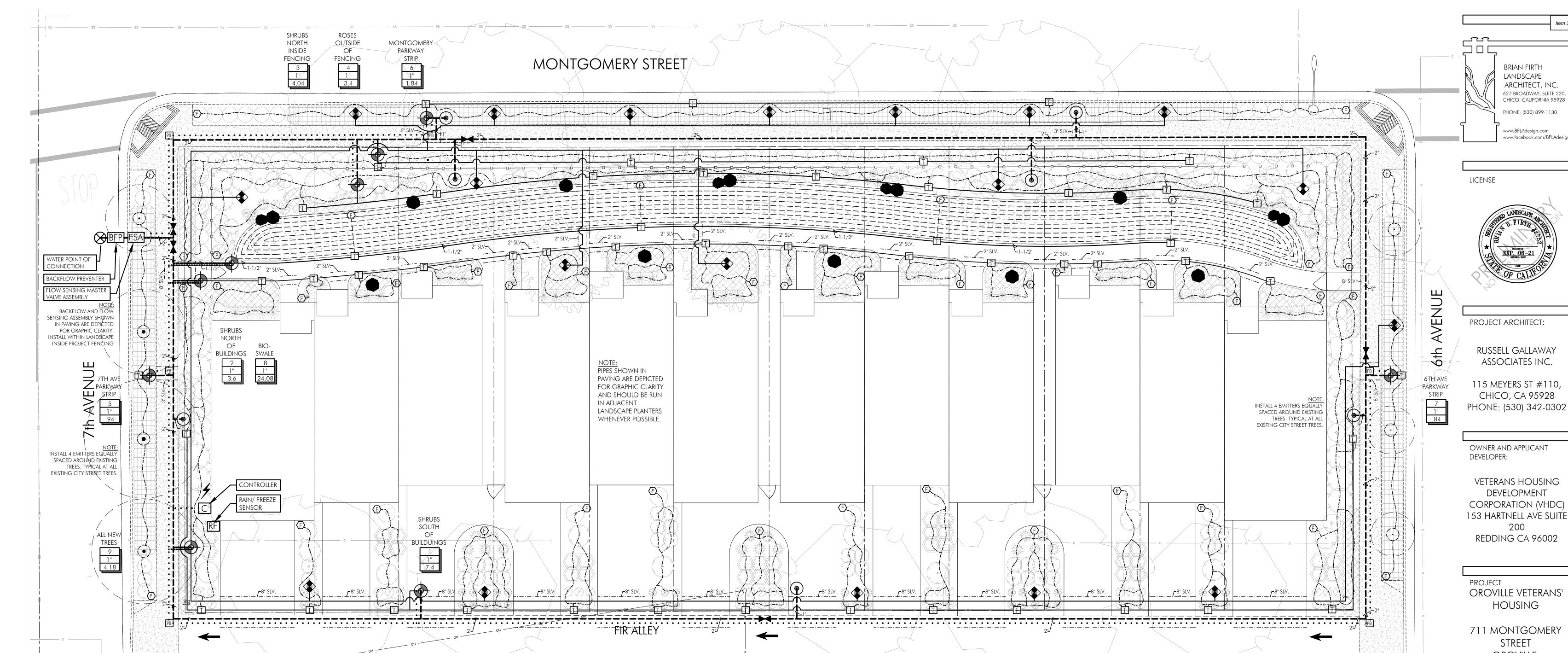
SHEET NUMBER

LS-6

RGA PROJECT #: 20 600







IRRIGATION LEGEND

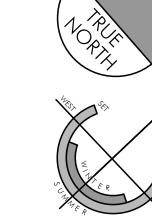
SYM.	MFG'R	DESCRIPTION	MODEL	REMARKS	DETAIL
\otimes		WATER POINT OF CONNECTION		TIE INTO 1" DEDICATED LANDSCAPE WATER METER. SEE CIVIL ENGINEER'S PLANS.	
BFP	WILKINS	BACKFLOW PREVENTER	975XL2 (LEAD FREE)	1" SIZE. INSTALL IN ENCLOSURE ON CONCRETE PAD. PROVIDE AND INSTALL LEAD FREE PRESSURE REGULATOR (LINE SIZE). PROVIDE AND INSTALL INSULATED BLANKET. INSTALL PRESSURE REDUCER AT BACKFLOW PREVENTER IN THE EVEN THAT WATER PRESSURE EXCEEDS 70 PSI	LS-23/ L-3.1
FSA	hunter/ hunter	FLOW SENSING / MASTER VALVE ASSEMBLY	HC-100-FLOW (1" SIZE) WITH ICV 101G	INSTALL AS PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE TO CONFIGURE SENSOR.	LS-27/ L-3.1
С	HUNTER	HUNTER HYDRAWISE COMMERCIAL CONTROLLER	MODEL: HPC-400 WITH PCM-300 MODULE AND PCM-900 MODULE (16 STATIONS TOTAL)	EXTERIOR WALL MOUNT TO BUILDING. SEE ARCHITECT'S PLANS FOR ELECTRICAL POINT OF CONNECTION. GROUND PER ASIC EARTH GROUNDING GUIDELINES 100-2002. CONTRACTOR RESPONSIBLE TO CONNECT TO BUILDING WIFI AND HYDRAWISE CLOUD BASED IRRIGATION MANAGEMENT SOFTWARE AND TO PROGRAM TO COMMUNICATE WITH AT LEAST ONE LOCAL WEATHER STATION. PROVIDE OWNER WITH ALL ADMINISTRATIVE PASSWORDS AND PERMISSIONS. CONTRACTOR IS ALSO RESPONSIBLE TO SET FLOW SENSOR PARAMETERS FOR THE MASTER VALVE ASSEMBLY.	1/ L-3.1
RF	HUNTER	RAIN/ FREEZE SENSOR	WRF-CLIK	INSTALL AS PER MANUFACTURER'S SPECIFICATIONS.	
×	NIBCO	ISOLATION VALVE	T-113-LF	LINE SIZE. VALVE MUST BE LEAD FREE.	LS-26/ L-3.1
•	HUNTER	QUICK COUPLER VALVE	HQ-44LRC	INSTALL A MINIMUM OF 6 FEET AWAY FROM TREE PLANITNGS EXCEPT WHERE OTHERWISE NOTED. PROVIDE OWNER WITH 2 COMPATIBLE KEYS PRIOR TO CLOSEOUT.	LS-28/ L-3.2
$\overline{\diamondsuit}$	HUNTER	REMOTE CONTROL VALVE	ICZ 101		LS-31/ L-3.2
$\overline{\diamondsuit}$	HUNTER	DRIP CONTROL ZONE KIT	ICZ 1"-LF		LS-29/ L-3.2

IRRIGATION LEGEND

SYM.	MFG'R	DESCRIPTION	MODEL	REMARKS	DETAILS
		PRESSURE MAINLINE		PVC SCHEDULE 40	
		non-pressure lateral pipe		PVC SCHEDULE 40	LS-19 & LS-20/ L-3.1 AND
••••••	HUNTER	CONTROL WIRE CHASE	#14	2" DIAM SCHEDULE 40 PVC CONDUIT FOR CONTROL AND COMMON WIRES	LS-21/ L-3.2
		IRRIGATION SLEEVE		PVC SCHEDULE 40. SIZE PER PLAN OR AS REQUIRED. NO LESS THAN 2" DIAMETER.	
	HUNTER	LANDSCAPE DRIPPERLINE WITH EMITTERS	HDL DRIPPERLINE WITH HE-10-B EMITTERS AND HE-DIFF DIFFUSER CAPS (APPROX 1,574 TOTAL QUANTITY)	1 GPH (0.01 GPM) PER BUBBLER. INSTALL 2 PER SHRUB 2GPH (.03 GPM) PER SHRUB PLANTING LOCATED WITHIN WATER RETENTION BERM. INSTALL WITH 6" STEEL "U" PINS AT 4'-0" O.C. AND AT EACH SIDE OF PLANTINGS. SEE DETAIL.	LS-45/ L-3.4
	HUNTER	SUBSURFACE LANDSCAPE DRIPPERLINE	HDL-06-12 WITH ECO-WRAP	INSTALL AT 6" FROM ADJACENT HARDSCAPE AND AT 12" O.C.	????/ L-3.4
Τ	HUNTER	TRANSITION TO DRIP	PLD-075-TBTEE	INSTALL IN CARSON 910 VALVE BOX OR EQUAL SET ELBOW A MINIMUM OF 1" BELOW TOP OF BOX	LS-39/ L-3.2
(F)	HUNTER	FLUSH VALVE	PLD-BV	INSTALL IN VALVE BOX AS PER PLANS AND DETAILS	LS-43/ L-3.2
\$	HUNTER	DRIPPERLINE AT TREES	HEB-05 AND PLD-06-12	TWO EMITTERS PER TREE. SEE DETAIL.	LS-44/ L-3.3
РВ		PULL BOX		INSTALL IN CARSON 910 VALVE BOX OR EQUAL SET ELBOW A MINIMUM OF 1" BELOW TOP OF BOX	LS-52/ L3.2
4	PAIGESPEC	CONTROLLER GROUNDING ROD OR PLATE	182000 OR 182199IC	INSTALL PER MANUFACTURER'S SPECIFICATIONS	
Symbol	.S				
1 1-1/2"		VALVE #/CONTROLLER STATION VALVE SIZE			
28.4	-	FLOW IN GALLONS PER MINUTE			

SEE SHEET L-3.1 FOR IRRIGATION NOTES AND SPECIFICATIONS. SEE SHEETS L-3.1, L-3.2, & L-3.3FOR IRRIGATION DETAILS. SEE SHEET L-3.4 FOR WATER USE

CALCULATIONS



BFLA PROJECT #: 2204 RGA PROJECT #: 20 600

L-3.0

627 BROADWAY, SUITE 220 CHICO, CALIFORNIA 95928

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DEVELOPMENT

200

HOUSING

STREET

OROVILLE,

CALIFORNIA

LANDSCAPE

IRRIGATION

PLAN

SHEET TITLE

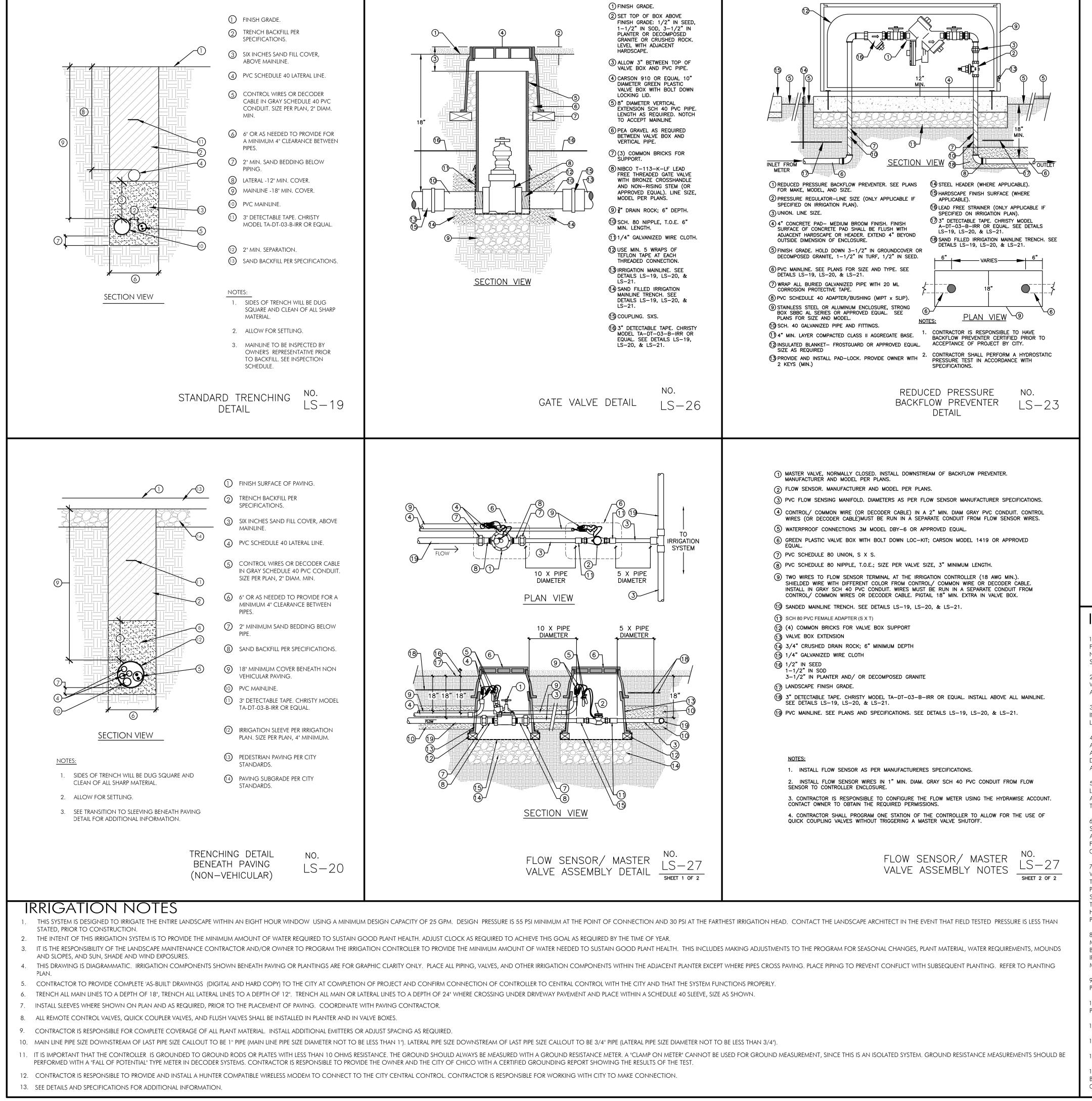
DATES

NO. **DESCRIPTION**CD SUBMITTAL

SCALE: 1"= 10'-0" © BFLA 2020 ALL RIGHTS RESERVED 200

Plot Date: November 30, 2020 - 12:07 pm PROJECT NUMBERS SOLAR INFLUENCE

Sheet Number



DETAIL LEGEND: HYDRAWISE PRO-C CONTROLLER, PLASTIC ENCLOSURE, HOCOR OUTDOOR WALL MOUNT, PER PLAN (2) PLASTIC CONTROLLER HOUSING DOOR (3) IRRIGATION CONTROL WIRE IN CONDUIT TO PLANTER. SIZE AND TYPEPER LOO CODEC. PER PLANS. (5) METAL CONDUIT OUTLET BODY WITH COVER AND GASKET. (6) METAL CONDUIT (PER NATIONAL ELECTRICAL CODE) TO POWER SUPPLY (7) #8 BARE COPPER WIRE TO GROUND ROD OR PLATE, INSTALL PER N.E.C. AND LOCAL CODES (INSTALL IN IRRIGATED (8) HARDWIRE TO 120 V POWER SUPPLY. SEE ARCHITECT'S PLAN FOR POWER SUPPLY. CONNECTION TO POWER SHALL BE PERFORMED BY A LICENSED ELECTRICIAN. (9) SCH 40 PVC SWEEP. INSTALL BELOW GRADE.

A. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

B. CONTROLLER ACCEPTS 120 VOLTS A.C. OR 200 VOLTS

C. SEE PLAN LEGEND FOR MODEL NUMBER AND SPECIFICATIONS.

D. ALWAYS REFER TO PRODUCT INSTALLATION NOTES PRIOR TO INSTALLATION.

E. MOUNT CONTROLLER LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC POWER SOURCE.

EDUDITED * IRRIGATION DETAIL

1 KYDRAWISE PRO-C CONTROLLER

NOT TO SCALE

IRRIGATION SPECIFICATIONS

. General - Contractor shall bid and install irrigation per these plans and specifications unless given FURTHER WRITTEN INSTRUCTIONS OR REVISED PLANS PER OWNER OR LANDSCAPE ARCHITECT. WORK INCLUDES BUT IS NOT LIMITED TO ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO FURNISH, INSTALL AND TEST IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

2. QUALITY ASSURANCE - MANUFACTURERS DIRECTIONS AND DETAILED DRAWINGS SHALL BE FOLLOWED IN ALL CASES WHERE THE MANUFACTURERS OF COMPONENTS USED IN THIS CONTRACT COVER POINTS NOT SHOWN ON DRAWINGS AND SPECIFICATIONS.

3. ORDINANCES AND REGULATIONS - THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY AND ALL PERMITS AND INSPECTIONS AS REQUIRED. THE MATERIALS AND WORK SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF THE LATEST EDITION OF THE UNIFORM PLUMBING CODE AND THE NATIONAL ELECTRIC CODE.

4. EXPLANATION OF DRAWINGS - ALL OFFSETS, FITTINGS, SLEEVES, ETC. NOT INDICATED DUE TO SCALE OF DRAWINGS ARE TO BE FURNISHED AS REQUIRED. BEFORE PROCEEDING WITH ANY WORK, CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES AND SHALL INFORM THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL CONDITIONS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR WORK INSTALLED IN SUCH AN AREA, FOR WORK MODIFIED WITHOUT APPROVAL. PIPE SIZES ON PLANS ARE MINIMUM ALLOWABLE.

5. SUBMITTALS - CONTRACTOR SHALL SUPPLY OWNER WITH AS-BUILT RECORD OF IRRIGATION ILLUSTRATING EXACT LOCATION OF LATERAL AND MAIN LINES, REMOTE CONTROL VALVES, POINTS OF CONNECTION, BACKFLOW PREVENTER, AND CONTROLLER. CONTRACTOR SHALL FURNISH TO OWNER KEYS TO CONTROLLER ENCLOSURE, AND ANY SPECIAL TOOLS REQUIRED FOR MAINTENANCE OF ALL IRRIGATION COMPONENTS.

6. GUARANTEE - THE CONTRACTOR SHALL GUARANTEE THE IRRIGATION SYSTEM FOR A PERIOD OF 120 DAYS THAT THE SYSTEM SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE TO THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DEFECTS FOR THE ABOVE MENTIONED TIME PERIOD AT NO COST TO THE OWNER. SUCH REPAIRS OR REPLACEMENTS SHALL BE COMPLETED WITHIN A 48 HOUR TIME PERIOD.

7. CONTROL WIRES - CONNECTIONS BETWEEN THE CONTROLLER AND THE REMOTE CONTROL VALVES SHALL BE MADE WITH DIRECT BURIAL COPPER WIRE AWG-U.F. 600 VOLT. WIRE SHALL BE SIZED NO LESS THAN #14, SHALL BE TAPED TO THE MAIN LINE AT 10 FOOT INTERVALS EXCEPT WHERE INDEPENDENTLY SLEEVED. AN EXPANSION CURL SHALL BE PROVIDED WITHIN 3 FEET OF EACH WIRE CONNECTION. EXPANSION CURLS SHALL BE 18 INCHES IN LENGTH AT EACH SPLICE CONNECTION AND AT EACH CONTROL VALVE SO THAT IN CASE OF REPAIR THE VALVE BONNET CAN BE BROUGHT TO THE SURFACE WITHOUT DISCONNECTION OF CONTROL WIRES. ALL SPLICES SHALL BE MADE WITH TOM KING HARMONY PRODUCTS SNAPLOC LV-9000 SEALING PACKS, DRI-SPLICE DS-400 WIRE CONNECTORS, 3M DBY SEALING PACKS OR APPROVED EQUAL. ALL SPLICES SHALL BE WATERPROOF.

8. BACKFILL - THE TRENCHES SHALL NOT BE BACKFILLED UNTIL ALL REQUIRED TESTS ARE PERFORMED. BACKFILL SHALL BE MECHANICALLY COMPACTED IN LANDSCAPED AREAS TO A DRY DENSITY EQUAL TO ADJACENT UNDISTURBED AREAS. BACKFILL SHALL CONFORM TO ADJACENT GRADES WITHOUT DIPS, SUNKEN AREAS, HUMPS, OR OTHER SURFACE IRREGULARITIES. IF SETTLEMENT OCCURS AND SUBSEQUENT ADJUSTMENTS ARE NECESSARY, THE CONTRACTOR SHALL MAKE ALL REQUIRED ADJUSTMENTS WITHOUT COST TO THE OWNER.

9. ADJUSTMENT OF THE SYSTEM - THE CONTRACTOR SHALL FLUSH AND ADJUST ALL IRRIGATION HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO BUILDINGS, WALKS, WALLS AND FENCES AS MUCH AS POSSIBLE.

10. TESTING - TEST ALL PRESSURE LINES, PRIOR TO BACKFILLING, UNDER HYDROSTATIC PRESSURE OF 150 PSI FOR A

PERIOD OF 2 HOURS. IF LEAKS DEVELOP, REPAIR SYSTEM AND REPEAT TEST UNTIL PRESSURE IS HELD.

11. BACKFLOW PREVENTION ASSEMBLY - INSTALL AS PER SPECIFICATIONS AND DETAILS.

12. VALVES - INSTALL IN VALVE BOXES WITH DRAIN ROCK.

13. SWING JOINTS - INSTALL IRRIGATION HEADS AS PER SPECIFICATIONS AND DETAILS.

14. CLEAN UP - CLEAN UP SHALL BE MADE AS EACH PORTION OF WORK PROGRESSES. ALL PAVING AND WALKS SHALL BE BROOMED OR WASHED DOWN AND ANY DAMAGE SUSTAINED TO THE WORK OF OTHERS SHALL BE REPAIRED TO ORIGINAL CONDITIONS ACCEPTABLE TO THE OWNER.



LICENSE



PROJECT ARCHITECT:

RUSSELL GALLAWAY ASSOCIATES INC.

115 MEYERS ST #110, CHICO, CA 95928 PHONE: (530) 342-0302

OWNER AND APPLICANT **DEVELOPER:**

VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC) 153 HARTNELL AVE SUITE

200 REDDING CA 96002

PROJECT OROVILLE VETERANS'

HOUSING

711 MONTGOMERY STREET OROVILLE, **CALIFORNIA**

SHEET TITLE

LANDSCAPE **IRRIGATION** DETAILS

DATES NO. **DESCRIPTION** CD SUBMITTAL 12-1-20

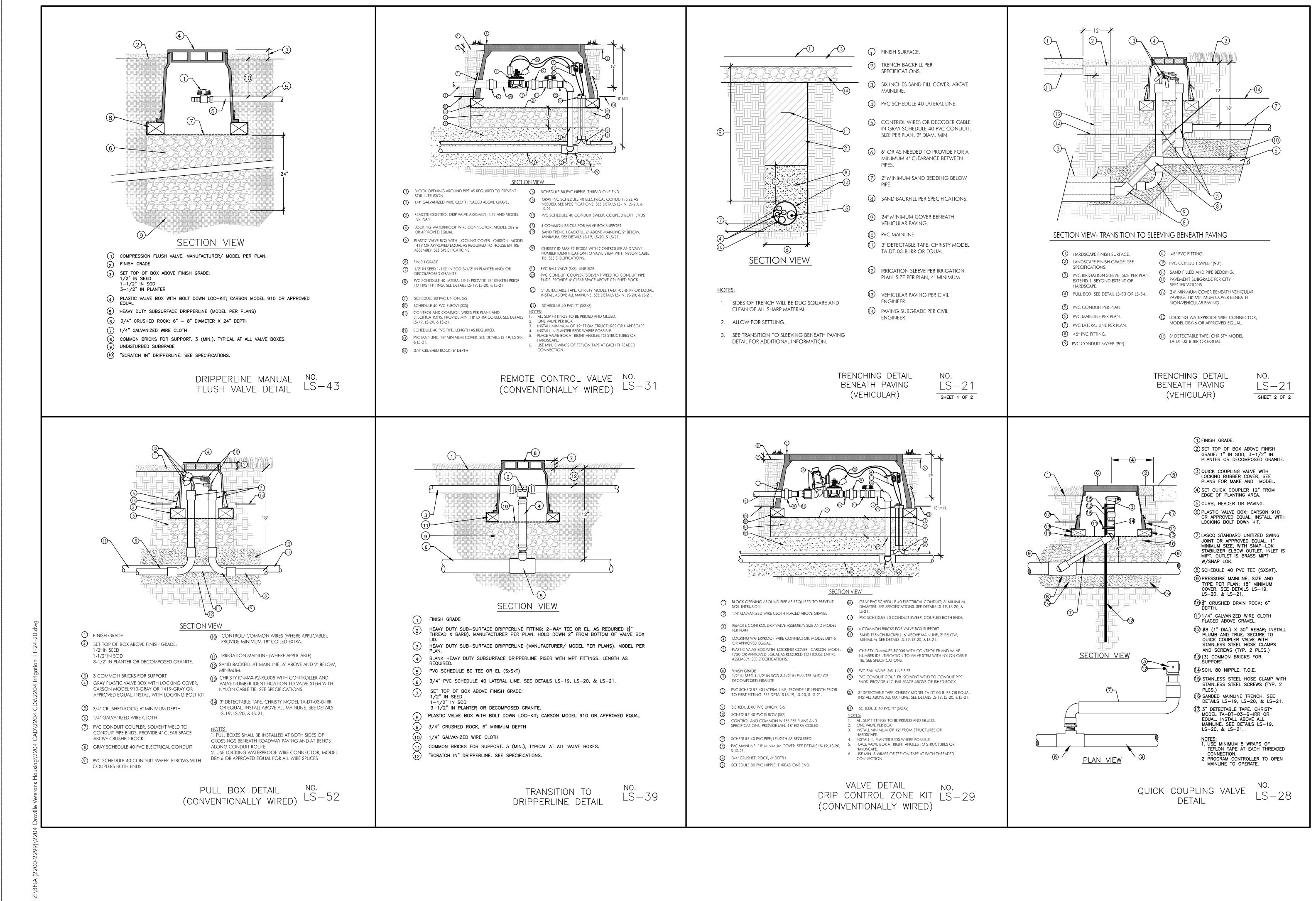
Plot Date: November 30, 2020 - 12:06 pm

PROJECT NUMBERS BFLA PROJECT #: 2204

RGA PROJECT #: 20 600

SHEET NUMBER

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LICENSE



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PROJECT OROVILLE VETERANS' HOUSING

711 MONTGOMERY STREET OROVILLE,

CALIFORNIA

SHEET TITLE

LANDSCAPE IRRIGATION DETAILS

DATES NO. **DESCRIPTION** CD SUBMITTAL 12-1-20

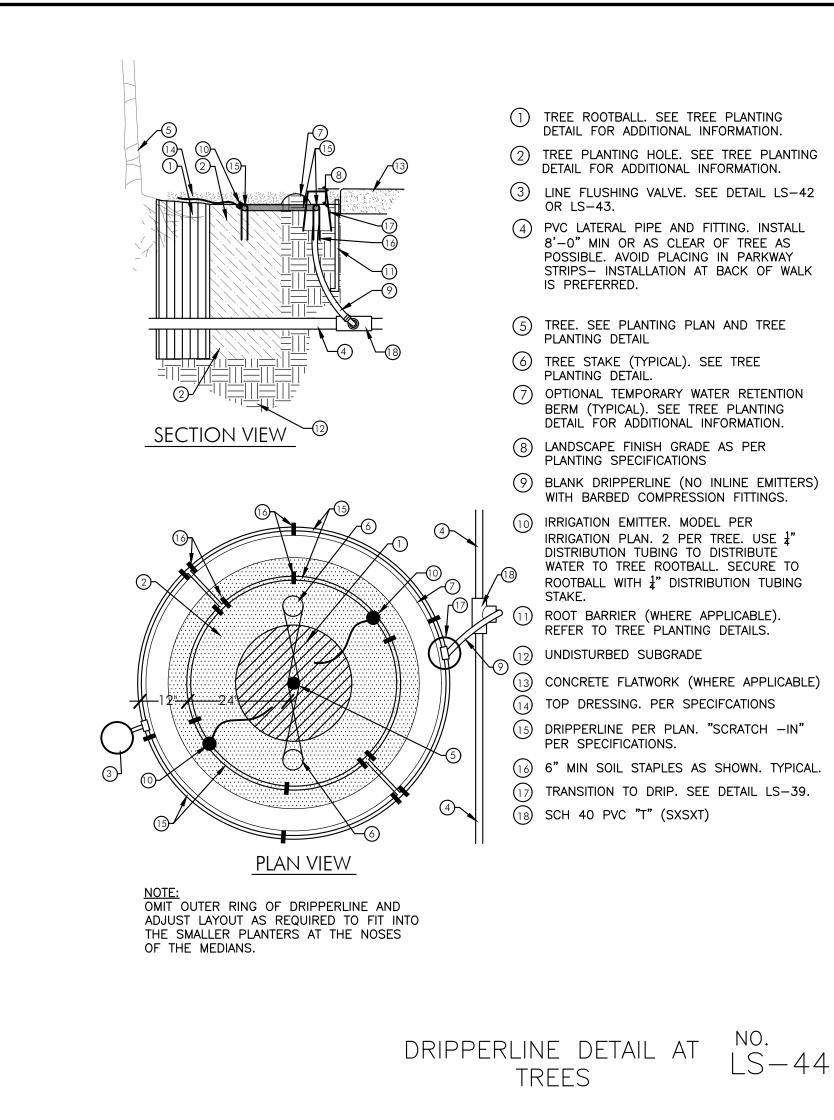
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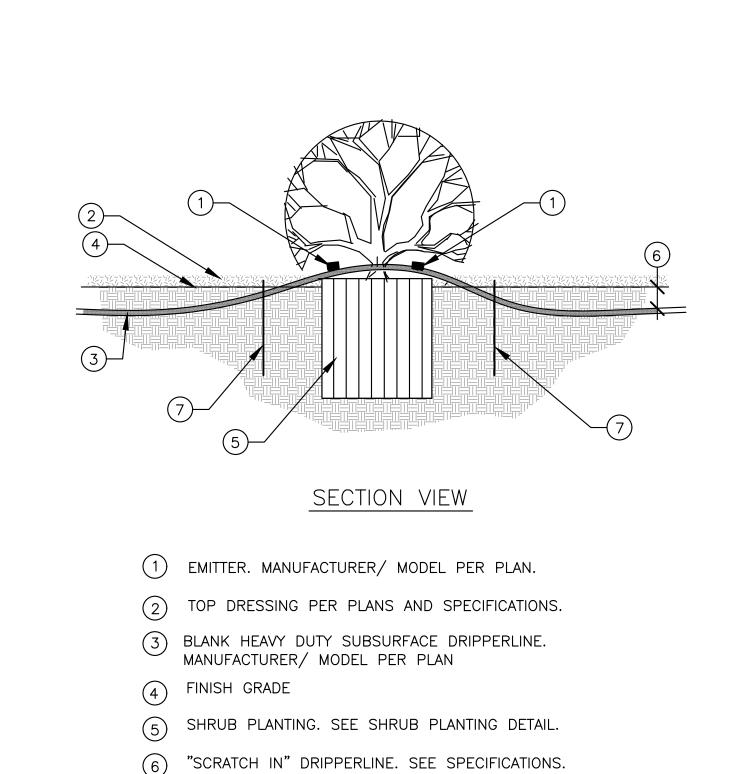
PROJECT NUMBERS BFLA PROJECT #: 2204

SHEET NUMBER

RGA PROJECT #: 20 600

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7 METAL SOIL STAPLE. 6" MINIMUM LENGTH @ 4'-0" O.C., AT CHANGES IN DIRECTION, AND AT FITTINGS.

DRIPPERLINE DETAIL AT SHRUBS

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OWNER AND APPLICANT DEVELOPER:

VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC) 153 HARTNELL AVE SUITE 200

REDDING CA 96002

PROJECT OROVILLE VETERANS' HOUSING

711 MONTGOMERY STREET OROVILLE, CALIFORNIA

SHEET TITLE

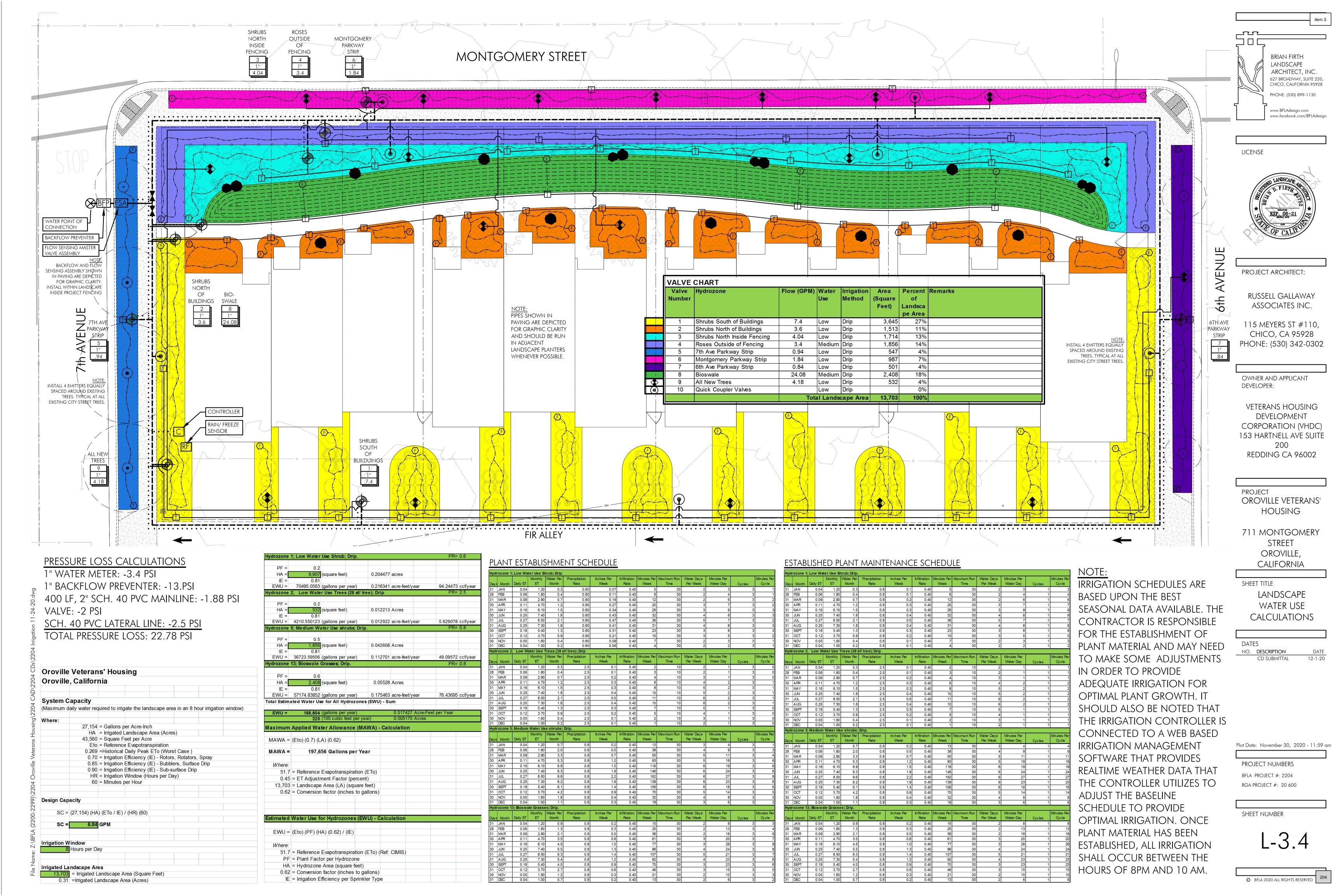
LANDSCAPE IRRIGATION DETAILS

NO. DESCRIPTION CD SUBMITTAL

Plot Date: November 30, 2020 - 11:58 am

PROJECT NUMBERS BFLA PROJECT #: 2204 RGA PROJECT #: 20 600

Sheet Number



RESOLUTION NO. P 2024-03

A RESOLUTION OF THE OROVILLE PLANNING COMMISSION EXTENDING APPROVAL OF TENTATIVE SUBDIVISION MAP NO. 20-02 TO CREATE 12 UNIT SINGLE FAMILY RESIDENCES FROM APPROXIMATELY 0.64 ACRES OF LAND AT 711 MONTGOMERY STREET, BETWEEN 6TH AND 7TH AVENUES

(Veterans Village).

WHEREAS, on May 4, 2021, the City Council of the City of Oroville adopted a Notice of Exemption and approved Tentative Map TSM 20-02 for Veterans Village, a 12 unit subdivision of 0.64 acres; and

WHEREAS, a request from the project applicant to extend the original 3-year approval period has been received; and

WHEREAS, Oroville's Municipal Code provides for approval of such extensions for up to two years; and

WHEREAS, conditions on and surrounding the project site have not changed in any significant way;

WHEREAS, the previously adopted Notice of Exemption (Planned Development Overlay) for the project remains valid, and adequately addresses potential impacts of the project.

NOW, THEREFORE, BE IT RESOLVED by the Oroville Planning Commission as follows:

- 1. TSM 20-02, is extended for a period of two years, until April 8, 2026.
- 2. All previously approved conditions of the Tentative Map's approval, including all adopted Mitigation Measures, shall continue to apply to the project.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 29th day of February 2024, by the following vote:

PATRICK PIATT	CARL DURLING, CHAIRMAN	
ATTEST:	APPROVE:	
ABSENT:		
ABSTAIN:		
NOES:		
AYES:		

COMMUNITY DEVELOPMENT DIRECTOR

2