

SUCCESSOR AGENCY AGENDA: FEBRUARY 3, 2015

SCHEDULED MATTER

TITLE: MODIFICATION TO AGREEMENT LANGUAGE FOR VILLA SIENA DEVELOPMENT

COMMENT: In 2010, the Porterville Redevelopment Agency signed as a third party beneficiary an Easement Maintenance and Use Agreement associated with the development project commonly known as Villa Siena. The development is located at the southeast corner of Putnam Avenue and E Street in downtown Porterville. The Parcel 1 owner, Porterville Housing Partners, LP, constructed a residential housing development for low-income persons, and the Parcel 2 owner, TPC Commercial, LLC, constructed an office building. A specifically designated parking area and the common grounds were the subject of the Easement Maintenance and Use Agreement. The Redevelopment Agency, who had assisted with funding the housing portion, was a third party beneficiary in order to secure its interest in the long term maintenance of the development as a whole.

By spring of 2012, construction was completed, and the finishing touches were being placed on the site. It was after the placement of signage identifying the terms of the Easement Maintenance and Use Agreement that staff realized a minor, but substantive error in the agreement. Instead of the intended sharing of the entire parking area of 15 spaces on Parcel 2 (Attachment 1), only three parking spaces were specified in the agreement. The Easement Maintenance and Use Agreement is one of multiple recorded documents for the subject parcels, and the modification of the document to make the needed correction would require re-recording.

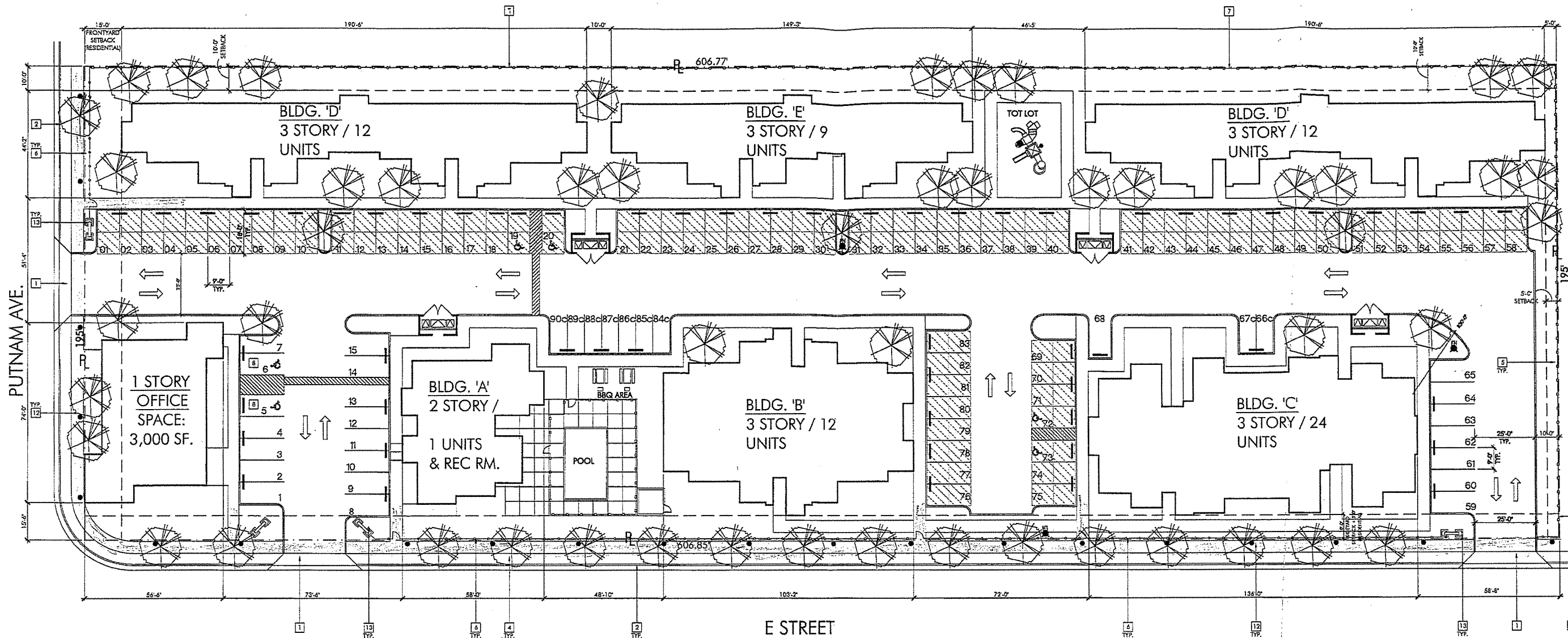
The Successor Agency, as the successor in interest to the former Porterville Redevelopment Agency pursuant to Health and Safety Code Section 34173, will need to consent to the addendum to the agreement and clarify that the Successor Agency to the Porterville Redevelopment Agency is now the third party beneficiary.

RECOMMENDATION: That the Successor Agency approve the proposed addendum to the Easement Maintenance and Use Agreement.

ATTACHMENTS: 1. Site Plan  
2. Proposed Addendum to the Easement Maintenance and Use Agreement

DD \_\_\_\_\_ Appropriated/Funded N/A CM J

Item No. SA-01



**SITE DATA**

APN: 252-193-004, 252-193-005  
 TOTAL SITE AREA  
 +/- 2.7 GROSS ACRES (118,303 S.F.)  
 DENSITY:  
 25.83 DWELLING UNITS PER ACRE  
 BUILDING HEIGHT: 3 STORIES (+/- 36 FT.)

**CITY ZONING**

ZONE: R4 MULTIPLE FAMILY & PROFESSIONAL OFFICE  
 HEIGHT: 50'-0" MAX.

**SETBACKS (RESIDENTIAL)**

FRONT YARD: 15'-0" MIN.  
 SIDE YARD: 5'-0" MIN.  
 BACK YARD: 5'-0" MIN.

**SETBACKS (COMMERCIAL)**

FRONT YARD: 0'-0" MIN.  
 SIDE YARD: 0'-0" MIN.  
 BACK YARD: 0'-0" MIN.

SITE COVERAGE: 60% MIN.

SPACE BETWEEN BUILDINGS: 15'-0" MIN.

**BUILDING DATA/PARKING**

UNIT MIX:  
 1-BR UNITS - 24 631 S.F.  
 2-BR UNITS - 15 883 S.F.  
 3-BR UNITS - 30 1,040 S.F.  
 3-BR MOBS UNIT - 1 1,345 S.F.  
 TOTAL: 70 UNITS

**BUILDING MIX:**

1 BUILDING TYPE A - COMMUNITY CENTER  
 1ST FLOOR 2,405 S.F.,  
 2ND FLOOR 1,345 S.F.  
 1 BUILDING TYPE B - 3 STORY-12 UNITS  
 5,430 S.F. EACH FLOOR  
 1 BUILDING TYPE C - 3 STORY-24 UNITS  
 7,117 S.F. EACH FLOOR  
 1 BUILDING TYPE D - 3 STORY-12 UNITS  
 5,556 S.F. EACH FLOOR  
 1 BUILDING TYPE E - 3 STORY-9 UNITS  
 4,278 S.F. EACH FLOOR  
 6 TOTAL RESIDENTIAL BUILDINGS  
 1 OFFICE BUILDING - 1 STORY - 3,000 S.F.  
 TOTAL BUILDING AREA: 90,755 S.F.

**REQUIRED PARKING:**

OFFICE - 1 space per 300 SF  
 RESIDENTIAL - 1.5 spaces per unit  
 OFFICE - 3,000 SF / 300 = 10 spaces req.  
 RESIDENTIAL - 70 units x 1.5 = 105 spaces req.  
 TOTAL SPACES REQUIRED: 105 spaces

**95 Residential Spaces**

10 Office spaces  
 TOTAL SPACES PROVIDED: 105 spaces

\* SHARED PARKING BETWEEN THE OFFICE AND APARTMENTS PROPOSED FOR AFTER THE REGULAR OFFICE OPERATING HOURS. OFFICE BUILDING PARKING IS INCLUDED IN THE TOTAL REQUIRED FOR RESIDENTIAL.

**COMPACT SPACES**

10% OF ALL REQUIRED PARKING SPACES MAY BE COMPACT  
 10% x 10% = 10.5 SPACES ALLOWED  
 9 SPACES PROVIDED

**COVERED SPACES**

74 COVERED SPACES PROVIDED

**CONSTRUCTION**

RECREATION BUILDING (TYPE A)  
 OCCUPANCY (REC. BLDG) A-3 & R-3  
 CONST. TYPE V-NR  
 NON-SPRINKLERED  
 (1-HR OCCUPANCY SEPARATION BETWEEN COMMUNITY CENTER AND MANAGERS UNIT ABOVE)

**APARTMENT BUILDINGS (TYPE B,C,D, E & F)**

OCCUPANCY R-1  
 CONST. TYPE V-1 HR, FULLY-SPRINKLERED (NFPA 13R)  
 ALL APARTMENT UNITS TO BE SEPARATED BY 1-HOUR FIRE-RESISTIVE CONSTRUCTION AT THE FLOORS AND WALLS.

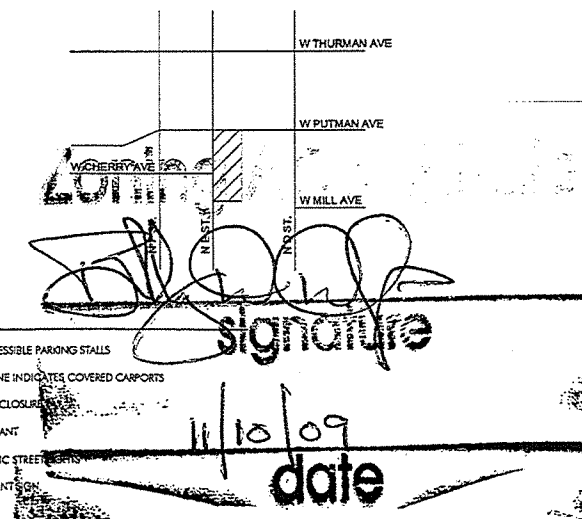
**SITE PLAN LEGEND**

- 1 ENTRY DRIVEWAY
- 2 NEW CURB & GUTTER
- 3 EXISTING WALKWAY
- 4 STREET TREES 35'-0" O.C. TYP.
- 5 LANDSCAPE BUFFER AREA
- 6 4" WROUGHT IRON FENCE
- 7 MASONRY BLOCK WALL

- 8 H.C. ACCESSIBLE PARKING STALLS
- 9 HATCH LINE INDICATES COVERED CARPORTS
- 10 TRASH ENCLOSURE
- 11 FIRE HYDRANT
- 12 HISTORIC STREET LIGHTS
- 13 MONUMENTS

**VICINITY MAP**

Scale: N.T.S.



**1 SITE PLAN**

Scale: 1" = 20'-0"

**SHEET INDEX**

NO.	DESCRIPTION	DATE
A1.1	CONCEPTUAL SITE PLAN	
A2.1	BUILDING 'A' 1ST FLOOR PLANS	
A2.2	BUILDING 'A' 2ND FLOOR AND ROOF PLAN	
A2.3	BUILDING 'B' 1ST AND 2ND FLOOR PLANS	
A2.4	BUILDING 'B' 3RD FLOOR AND ROOF PLAN	
A2.5	BUILDING 'C' 1ST AND 2ND FLOOR PLANS	
A2.6	BUILDING 'C' 3RD FLOOR AND ROOF PLAN	
A2.7	BUILDING 'D' 1ST AND 2ND FLOOR PLANS	
A2.8	BUILDING 'D' 3RD FLOOR AND ROOF PLAN	
A2.9	BUILDING 'E' 1ST AND 2ND FLOOR PLANS	
A2.10	BUILDING 'E' 3RD FLOOR AND ROOF PLAN	
A2.11	BUILDING 'F' OFFICE FLOOR PLAN AND ROOF PLAN	
A4.1	UNIT FLOOR PLANS	

*\* Zoning Administrator  
 Authorizes a minor modification  
 to site design to relocate  
 Bldgs. "A" + "C" as shown  
 on plan.*

**ATTACHMENT  
 ITEM NO. 1**

**Maple M3 Architects**  
 ARCHITECTURE ▾ PLANNING ▾ INTERIOR DESIGN  
 388 STEVENSON AVENUE, SUITE 200, SAN RAFAEL, CA 94903  
 (415) 456-8888 FAX: (415) 456-8882 www.maplearchitects.com

**REGISTERED ARCHITECT**  
 STATE OF CALIFORNIA  
 No. C11232  
 09/11

**CLIENT**  
**Villa Siena Family Apartments**  
 Porterville, California  
 E Street & Putnam Ave.

**PROJECT**  
 CONSULTANT

**SHEET TITLE**  
**ARCHITECTURAL SITE PLAN**

Owner Approval: \_\_\_\_\_  
 Planscheck/Submital: \_\_\_\_\_  
 Issued for Bid: \_\_\_\_\_  
 Final Approval: \_\_\_\_\_  
 Project No.: 101.0707.06

Scale: 1" = 20'-0" SHEET NUMBER  
 Drawn by: KJ  
 Checked by: RH  
 Date: 10/26/09 **A1.1**

ADDENDUM NO.1  
TO  
EASEMENT MAINTENANCE AND USE AGREEMENT

This ADDENDUM ADDENDUM NO.1 TO EASEMENT MAINTENANCE AND USE AGREEMENT (“Addendum”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between (i) PORTERVILLE HOUSING PARTNERS, L.P. a California Limited partnership (“Parcel 1 Owner”), and (ii) TPC COMMERCIAL, LLC, an Idaho limited liability company (“Parcel 2 Owner”).

A. Parcel 1 Owner and Parcel 2 Owner previously entered into that certain Easement Maintenance and Use Agreement dated as of September 30, 2010 (“Agreement”) and recorded in the Official Records of Tulare County, California on October 19, 2010 as Instrument No. 2010-0064179, against the real property described in EXHIBIT “A”, which is attached hereto and incorporated herein (the “Property”),

B. Parcel 1 Owner and Parcel 2 Owner hereby agree to amend the Agreement as follows: Section 1 of the Agreement is hereby amended, restated and superseded in its entirety by the following:

1. *Use of Easement:* (a) Parcel 2 Owner and its tenants, guest, employees, agents, licensees and invitees (collectively, the “Parcel 2 Parties”) may use the driveways, pedestrian walkways and accessways within the portion of the Easement Area located on Parcel 1 (the “Parcel Easement Area”) for ingress and egress at all times without restriction pursuant to the Easement, and may use the parking spaces in the Parcel 1 Easement Area for parking pursuant to the Easement solely after 8:00 a.m. and before 6:00 p.m. on any day other than a Saturday, Sunday or Federal or State of California holiday. Parcel 1 Owner and its tenants, guests, employees, agents, licensees and invitees (collectively, the “Parcel 1 Parties”) may use the driveways, pedestrian walkways, and accessways within the Parcel 1 Easement Area for ingress, egress and parking at any time; provided, however, that, notwithstanding the foregoing. (ii) Parcel 2 Owner shall designate all parking spaces within the Parcel 2 Easement Area for use solely by commercial and office uses after 8:00 a.m. and before 6:00 p.m. on any day other than a Saturday, Sunday or Federal or State of California holiday (such parking spaces, as they may be designated from time to time, the “designated parcel 2 parking spaces”), and (iii) the Parcel 2 parties shall only use the designated Parcel 1 parking spaces at such times. During non-business hours all parking spaces shall be available to Parcel 1 parties.

The Parcel 1 Parties may use the driveways, pedestrian walkways and accessways within the portion of the Easement Area located on Parcel 2 (the “Parcel 2 Easement Area”) for ingress and egress at all times without restriction pursuant to the Easement and may use the parking spaces in Parcel 2 Easement Area for parking pursuant to the Easement solely before 8:00 a.m. and after 6:00 p.m. on any day other than a Saturday, Sunday or Federal or State of California holiday, and at any time on any day that is a Saturday, Sunday or Federal or State of California holiday (such parking spaces, as they may be designated from time to time, the “designated Parcel 1 parking spaces”), and (ii) the Parcel 2 parties shall not use the designated Parcel 1 parking spaces at such times.

**ATTACHMENT NO. 2**

Parcel 1 Owner shall erect and maintain signage to inform the Parcel 2 Parties and the Parcel 2 Owner shall erect and maintain signage to inform the Parcel 1 Parties of the restrictions described in Section 1 which signage shall be acceptable to both Parties. The cost of erecting and maintaining such signage shall be shared equally by the Parcel 1 Owner and the Parcel 2 Owner. The signage shall read as follows “NO RESIDENT PARKING from 8:00 a.m. to 6:00 p.m. Monday through Friday”, and it shall be installed in the following locations: entry/exit points to commercial office parking area.

C. Except as expressly modified by this Addendum, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to Easement Maintenance and Use Agreement as of the date and year first written above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



PARCEL 2 OWNER:

TPC COMMERCIAL, LLC, an Idaho  
an Idaho Limited Liability Company

By: \_\_\_\_\_

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 IDAHO )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY, AS SUCCESSOR IN INTEREST TO THE FORMER PORTERVILLE REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34173, AND AS THIRD PARTY BENEFICIARY UNDER THE EASEMENT MAINTENANCE AND USE AGREEMENT, AND AS BENEFICIARY UNDER THAT CERTAIN COMMERCIAL PARCEL DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 30, 2010 AND RECORDED OCTOBER 19, 2010 IN THE OFFICIAL RECORDS OF TULARE COUNTY, CALIFORNIA, AS INSTRUMENT NO. 2010-0064186, HEREBY CONSENTS TO THE FOREGOING ADDENDUM NO. 1 TO EASEMENT MAINTENANCE AND USE AGREEMENT.

SUCCESSOR AGENCY TO THE  
PORTERVILLE REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: Jennifer M. Byers  
Title: Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF TULARE )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

THE PORTERVILLE HOUSING AUTHORITY, AS HOUSING SUCCESSOR TO THE FORMER PORTERVILLE REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176, AND AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED FEBRUARY 1, 2010 AND RECORDED FEBRUARY 5, 2010 IN THE OFFICIAL RECORDS OF TULARE COUNTY, CALIFORNIA, AS INSTRUMENT NO. 2010-000775, HEREBY CONSENTS TO THE FOREGOING ADDENDUM NO. 1 TO EASEMENT MAINTENANCE AND USE AGREEMENT.

PORTERVILLE HOUSING AUTHORITY

By: \_\_\_\_\_  
Name: Jennifer M. Byers  
Title: Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF TULARE )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1 and 2 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps, Tulare County Records.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by the grantee, its successors and assigns, as reserved in the deed recorded July 23, 1998 as Document No. 1998-0051538 of Official Records.