

**EXETER PLANNING COMMISSION  
THURSDAY, JUNE 17, 2021**

**A-1 Call to Order**

The City of Exeter Planning Commission met in a regular session on Thursday, June 17, 2021 at 5:32 p.m.

**A-2 Roll Call**

Roll call showed present for the meeting Commissioners Whitmire, Riddle<sup>5:39 p.m.</sup> Lopez, and Vice Chair Bonner present, and Commissioner Stewart absent. City Planner Greg Collins was also present.

**A-3 Introduction of the new Planning Commissioner, Vicki Riddle**

This item was moved to the next meeting because Commissioner Riddle was not present at this time.

**A-4 Minutes of Meeting May 20, 2021**

Commissioner Whitmire moved and Commissioner Lopez seconded a motion to approve the minutes of May 20, 2021 as presented.

AYES: Whitmire; Lopez; and Bonner

ABSENT: Riddle; and Stewart

**A-4 Public Comment**

Vice Chair Bonner opened the floor for the public comment portion of the meeting. Planning Secretary Shonna Oneal reported there were no electronic email public comments received. There being no public comments this portion of the meeting was closed.

**B-1 Election and Reorganization of Officers (Chair and Vice Chair) for Planning Commission**

Vice Chair Bonner opened the floor for nominations. City Planner Greg Collins presented the option to table this item to the next meeting when a full Commission is present. It was the consensus of the Commissioners to table this item until the next meeting.

**B-2 Adopt Resolution 2021-03 initiating proceedings for the Smee Homes Reorganization, annexation of 9.85 acres to the City of Exeter and detachment from the County of Tulare; Adopt Resolution 2021-04 approving a Prezone of 9.85 acres located on the west side of North Filbert and north of Sequoia Drive; and Adopt Resolution 2021-05 approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 acres located on the west side of North Filbert Street and north of Sequoia Drive in Exeter subject to the conditions as presented – City Planner Greg Collins**

**Resolution 2021-03 A resolution of the Planning Commission of the City of Exeter initiating proceedings for the Smee Homes reorganization, annexation of 9.85 Acres to the City of Exeter and detachment from the County of Tulare**

**Resolution 2021-04 A resolution of the Planning Commission of the City of Exeter approving a Prezone of 9.85 acres located on the west side of North Filbert Street and north of Sequoia Drive in the City of Exeter, Smee Homes**

**Resolution 2021-05 A resolution of the Planning Commission of the City of Exeter approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 acres located on the west side of North Filbert Street and north of Sequoia Drive.** City Planner Greg Collins provided a report for the Commission's review and consideration highlighting the proposed project and recommended conditions of approval. The Commissioners' raised questions regarding the item and Mr. Collins and City Administrator Adam Ennis provided responses thereto. Vice Chair Bonner opened the public hearing at 6:04 p.m. The Commissioners' provided feedback and posed questions on the proposed project to applicant. Applicant Representative Ken Turner provided responses thereto. Receiving no further public comment, Vice Chair Bonner closed the public hearing at 6:08 p.m.

Following discussion, it was moved by Commissioner Lopez to approve Resolution 2021-03. His motion failed for lack of a second. Following further discussion, it was moved by Commissioner Riddle, seconded by Commissioner Whitmire to table this item to the next Planning Commission meeting on July 15, 2021.

AYES: Riddle; Whitmire; Lopez; and Bonner

ABSENT: Stewart

**ACTION MINUTES**  
**EXETER PLANNING COMMISSION**  
**Page 2, JUNE 17, 2021**

**B-3 Adopt Resolution 2021-06 approving Site Plan Review 2021-02 permit for the construction and occupation of a 4,900 square foot metal building that will be used for auto body repair, and adjoining office, and a 640 square foot spray booth, located at 515 South G Street in Exeter subject to the conditions as presented – City Planner Greg Collins**

**Resolution 2021-06 A resolution of the Planning Commission of the City of Exeter approving Site Plan Review 2021-02, Cox 505 South G St**

City Planner Greg Collins provided a report for the Commission's review and consideration highlighting the proposed project and recommended conditions of approval. The Commissioners' expressed concern about the soil at the project site and raised questions on the proposed project. Mr. Collins provided responses thereto.

The Commissioners' responded further with concerns and questions on proposed project and requested builder to sample soil around the project site and document results. Mr. Collins and City Administrator Adam Ennis provided responses thereto.

Following discussion, Commissioner Riddle proposed a motion to request the applicant to have soil sampled around the building prior to Commissioner's consideration of the project. Vice Chair Bonner seconded. Mr. Collins provided feedback on Commissioners' soil sample request and asked for clarity on the motion. The Commissioners' provided responses thereto and advised they would like to have sample results prior to consideration of project. Mr. Collins provided description of the types of soil sampling. Commissioners' raised questions on the type of soil sampling requested and Mr. Ennis responded thereto. Mr. Collins confirmed Phase 1 of soil sampling has not been completed and responded to Commissioners' concern.

Following further discussion, it was moved by Commissioner Riddle to request a Phase 2 sophisticated coring sample and testing of all things chemical prior to Commissioners' consideration of Resolution 2021-06 Site Plan Review 2021-02, seconded by Vice Chair Bonner, and carried 4-0 (Commissioner Stewart absent). Mr. Collins informed Commissioners' applicant would be notified Phase 2 environmental survey would be required prior to Commissioners' consideration of Site Plan. Commissioners' raised additional concerns and questions and Mr. Collins provided responses thereto.

AYES: Riddle; Bonner; Lopez; and Whitmire

ABSENT: Stewart

**C- Director's Report-**

City Planner Greg Collins provided an update on City projects and developments. The Commissioners' raised concerns and questions regarding new businesses in the City. Mr. Collins and City Administrator Adam Ennis provided responses thereto and informed Commissioners' the item could be brought back as an agenized item for discussion. The Commissioners' requested to have item agenized, requested monthly reports, and raised additional concerns for Code Enforcement. Mr. Ennis and City Clerk Shonna Oneal provided responses thereto. The Commissioners' raised same concerns again and Mr. Collins provided responses thereto and advised the item is not on the agenda for detail discussion and therefore cannot be discussed.

Mr. Ennis provided an update on the Finance Director position and City projects. Vice Chair Bonner raised concerns on issues discussed at a prior Planning Commission meeting and Mr. Ennis provided responses thereto. Commissioner Riddle reported concern was presented to the last City Council during public comments and provided feedback.

**D-Adjournment-** The Planning Commission meeting adjourned at 7:08 p.m.

Planning Commission Secretary, Eekhong Franco

## City of Exeter Agenda Item Transmittal

**Meeting Date:** July 15, 2021

**Agenda Item Number:** B2

**Wording for Agenda:** Adopt Resolution 2021-03 initiating proceedings for the Smee Homes Reorganization, annexation of 9.85 acres to the City of Exeter and detachment from the County of Tulare; Adopt Resolution 2021-04 approving a prezone of 9.85 acres located on the West Side of North Filbert Street and North of Sequoia Drive; and Adopt Resolution 2021-05 approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 acres located on the West side of North Filbert Street and North of Sequoia Drive in Exeter subject to the conditions as presented.

**Submitting Department:** Planning Department  
**Contact Name:** Greg Collins, City Planner  
**Phone:** 559- 734-8737  
**Email:** [greg@weplancities.com](mailto:greg@weplancities.com)

**For action by:**

☐ City Council  
☒ Planning Comm.

**Regular Session:**

☐ Consent Calendar  
☐ Regular Item  
☒ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Department Recommendation:**

Staff recommends that the Planning Commission reopen the public hearing on the matters listed below, take additional public testimony and consider the following actions, subject to the following conditions:

1. Adopt Resolution No. 2021 - 03, A Resolution of the Planning Commission of the City of Exeter initiating proceedings for the Smee Homes Reorganization, Annexation of 9.85 Acres to the City of Exeter and detachment from the County of Tulare

2. Adopt Resolution No. 2021 - 04, A Resolution of the Planning Commission of the City of Exeter Approving a Prezone of 9.85 Acres located on the West Side of North Filbert Street and North of Sequoia Drive

3. Adopt Resolution No. 2021 -05, A Resolution of the Planning Commission of the City of Exeter Approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 Acres located on the West side of North Filbert Street and North of Sequoia Drive

A. The applicant shall enter into a Subdivision Agreement with the City of Exeter prior to the recordation of the final subdivision map.

B. The applicant shall construct said subdivision consistent with Exhibit A: Smee Tentative Subdivision Map.

C. The applicant shall comply with the recommendations of the City Engineer contained in Exhibit B.

D. The applicant shall install fire hydrants at locations specified by the City Engineer. Blue raised reflective pavement markers shall also be provided to identify hydrant locations.

E. The applicant shall construct improvements, including curbs, gutters, sidewalks, streets, and walls consistent with Exeter's improvement standards.

F. The applicant shall dedicate all street rights-of-way to the City of Exeter as a certificate on the final subdivision map.

G. All sewer, water and storm drainage improvements shall be installed consistent with the Exeter improvement standards.

H. The developer shall submit to the city engineer for review and approval a grading and drainage plan. Said Plan shall promote maximum infiltration in front yard and parkway areas. The developer shall prepare all soils prior to installation of landscaping by tilling all yard areas and parkways.

I. The applicant shall submit to the city planner and city engineer for review and approval a landscaping, irrigation and hardscape plan for the neighborhood park, tree-lined parkways and wall and landscaping along North Filbert Road.

J. The proposed neighborhood park located on the west side of the subject site shall be designed to provide playground equipment for small children, benches, and shade trees. Said Park shall be placed in a Landscaping and Lighting District for long-term maintenance.

K. All wells, septic tank/leach line systems and irrigation lines and wells shall be abandoned consistent with Tulare County Health Department standards.

L. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map.

M. Streetlights, consistent with Exeter improvement standards, shall be installed at locations specified by the City Engineer. Said lights shall be decorative streetlights that are Southern California Edison certified.

N. The applicant shall cause to be formed a Landscaping and Lighting District to pay for the cost of maintaining common landscaping, park, wall, and irrigation improvements.

O. Development impact fees shall be collected at the time of building permit unless otherwise stated in the Exeter Municipal Code.



## Summary:

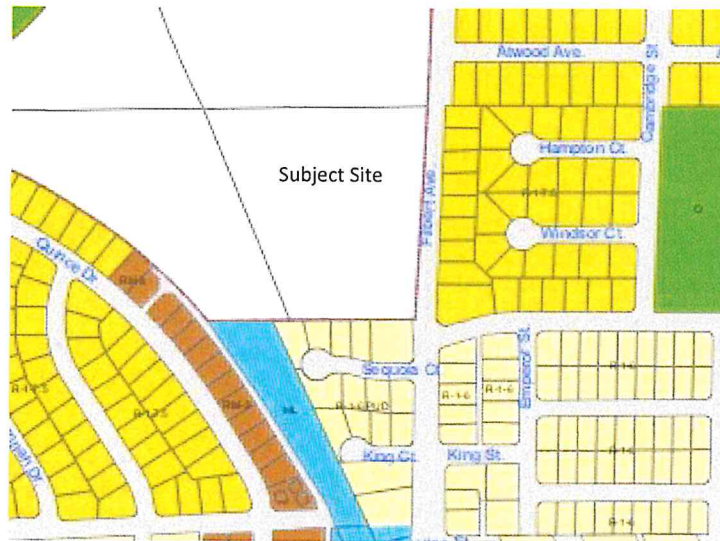
The Commission held a public hearing on these planning requests at their June 17<sup>th</sup> meeting. The Commission elected to continue this matter to their July 15<sup>th</sup> meeting so that the full Commission could be in attendance.

The applicant, Smee Homes, has recently taken control of 9.85 acres located on the west side of Filbert just north of the Sequoia Drive intersection. In the past, this parcel of land was farmed, citrus, however, the trees have been recently removed and Smee Homes wishes to subdivide the parcel into 36 single-family residential lots.



Presently, the property is in the county of Tulare but inside Exeter's Sphere of Influence (SOI). The applicant wishes to initiate annexation of the subject territory. This action will require approval by the Local Agency Formation Commission (LAFCO) as well as initiation by the Exeter City Council.

The subject territory is within the planning area of the Exeter General Plan, Land Use Element, and the Exeter Sphere of Influence (SOI). The proposed project is consistent with both these planning documents.



## **Background**

The subject site is located on the west side of North Filbert Road and north of Sequoia Drive in Exeter, containing approximately 9.85 acres. The Assessor's Parcel Number (APN) for the subject property is 138-200-001.

Detailed information on each planning application is as follows:

### **Annexation of 9.85 acres**

To bring the subject property into the city of Exeter, the Local Agency Formation Commission (LAFCO) must approve an annexation request. Prior to LAFCO considering the annexation the Planning Commission and City Council must first initiate the annexation by approving a resolution.

The subject territory is bounded on two sides by land that is inside Exeter city limits and developed to residential uses. According to the city engineer sewer, water and storm drainage lines are available to the site.

### **Pre-Zoning, AE-20 to R-1-6**

In accordance with the policies of the Tulare County Local Agency Formation Commission (LAFCo), the City of Exeter is required to pre-zone property that is requested for annexation. The R-1-6 zone is proposed for the subject territory. This zone is consistent with the "medium density residential" designation detailed in Land Use Element of the Exeter General Plan. The R-1-6 zone requires lots to have a minimum square footage of 6,000 square feet, a minimum lot width of 60 feet (65 feet for corner lots), and a minimum lot depth of 100 feet. Maximum lot coverage is 40 percent.





All the lots will be provided with a paved road with a right-of-way of 60 feet, which permits two-way traffic and parking on each side of street. The “u-shaped” subdivision road, which stems from North Filbert Street, will contain curb, gutter, and sidewalk improvements. A 5-foot parkway will also be installed, which will contain street trees with root barriers, a drip irrigation system and mulch. Mulch will be installed around and between the street trees.

The applicant is also providing a neighborhood park that will be located on the west end of the subject site. The Park will back up to a 7-foot block wall, which will separate the subdivision from the adjacent Southern Pacific Railroad tracks.

The applicant will install a 6-foot solid block wall along North Filbert Street. The land between North Filbert Street and the subdivision will be provided with landscaping, irrigation, and a sidewalk.

Both wall and its adjoining landscaping and the neighborhood park will be maintained by a to-be-formed landscaping and lighting district.

### **Subdivision Review Committee:**

The Subdivision Review Committee reviewed the Smee Subdivision at their March meeting. The Committee made the following findings about the subject property.

- Outside the Exeter city limits but inside the city’s Sphere of Influence (SOI)
- Designated medium density residential by the Land Use Element of the General Plan
- Currently zoned AE-20 by Tulare County
- North Filbert Street is a designated collector roadway

### **Infrastructure**

At the Subdivision Review Committee meeting there was discussion regarding the location of sewer and water services, which are in North Filbert Street. A storm drain line runs from North Filbert Street westward through the subject property to the city’s existing storm drainage basin located on the west side of the railroad tracks.

The applicant will submit to the city engineer for review and approval a grading and drainage plan. Said plan will ensure that the site properly drains towards the gutter system in North Filbert Street and eventually to the city-owned basin. The applicant will also be required to connect to the city’s sewer and water lines as well as paying connection fees.

### Access

Primary access to the subdivision will be from North Filbert Street, which has a future right-of-way of 60 feet. The design of the proposed subdivision shows two roads that enter the subdivision property from North Filbert Street. This design ensures that public safety vehicles have two entry points when entering or exiting the subject property.

### On-Street Parking

The internal subdivision street allows for on-street parking on each side of the roadway.

### Sidewalks

Sidewalks will be required to be installed along the frontage of all roadways in the subdivision. Within the subdivision the sidewalk will be separated from the curb and gutter with a 5-foot parkway; along North Filbert Road the sidewalk will be built adjacent to the curb and gutter with landscaping and wall behind it.

### Landscaping and Irrigation

The applicants will be required to submit a landscaping and irrigation plan to the city planner and city engineer for review and approval. The plant material should be drought tolerant along North Filbert Road. The street trees shall be reviewed and approved by the city planner. Each tree shall be planted within a root barrier and shall be irrigated with a drip irrigation system. The applicant will be required to install an automated irrigation system and a backflow preventer within each front yard area. All front yards shall be landscaped by the developer. The landscaped plans for the front yards shall be reviewed by the city planner; the city engineer shall review the irrigation plans.

The applicant shall also design and install landscaping, irrigation, and park improvements (playground equipment and benches) in the proposed neighborhood park.

### **Environmental Review:**

The "project" encompasses three planning applications - annexation, pre-zoning, and tentative subdivision map. A negative declaration (ND) was prepared for the project. The ND was filed with the County of Tulare. The ND made the finding that water; traffic, air quality and loss of agricultural land did not pose significant impacts. In addition, these impacts were thoroughly discussed in the EIR prepared on the Exeter General Plan. The Exeter City Council certified said EIR and a "Statement of Overriding Consideration" was recorded with the Final EIR.

## **Facts:**

Applicant: Smee Homes, 444 N. Prospect Street, Suite A, Porterville, Ca. 93257

Engineer: AW Engineering, 724 North Ben Maddox Way, Suite A, Visalia, Ca. 93292

Location: The subject site is located on the west side of North Filbert Road and north of Sequoia Drive in Exeter, containing approximately 9.85 acres. The Assessor's Parcel Number (APN) for the subject property is 138-200-001.

Request:

### **Annexation of 9.85 acres**

To bring the subject property into the city of Exeter, the Local Agency Formation Commission (LAFCO) must approve an annexation request. The City Council must first initiate the annexation by approving a resolution. The subject territory is bounded on two sides by land that is inside Exeter city limits.

### **Pre-Zoning, AE-20 to R-1-6**

In accordance with the policies of the Tulare County Local Agency Formation Commission (LAFCo), the City of Exeter is required to pre-zone property that is requested for annexation. The R-1-6 zone is proposed for the subject territory. This zone is consistent with the "medium density residential" designation detailed in Land Use Element of the Exeter General Plan. The R-1-6 zone requires lots to have a minimum square footage of 6,000 square feet, a minimum lot width of 60 feet (65 feet for corner lots), and a minimum lot depth of 100 feet. Maximum lot coverage is 40 percent.

### **Tentative Subdivision Map**

The applicant, Smee Homes, is seeking to subdivide 9.85 acres into 36 single family residential lots. The average lot size exceeds 8,000 square feet even though the applicant is requesting the R-1-6 zone district. Lots range in size from 7,800 to 13,000 square feet.

#### **Zone:**

The subject property is proposed to be rezoned from the county's AE-20 district to Exeter's R-1-6 district. Development standards for the R-1-6 district are as follows:

Minimum lot size: 6,000 sq. ft.

Minimum lot width: 60 feet; 65 feet for corner lots

Minimum lot depth: 95 feet.

Coverage: 40 percent

Front yard setback: 20 feet

Rear yard setback: 10 feet, plus 10 additional feet for two story structures



Side yard setback: 5 feet, plus 5 feet for each additional story

Parking: 2 covered spaces per unit

Surrounding zone classifications are as follows:

North: AE-20 (county)

South: R-1-6 (PUD)

East: R-1-7.5

West: Public Facilities (storm drainage pond)

Site:

The site is currently fallow. Surrounding land uses are as follows:

North: citrus

South: single-family dwellings

East: single-family dwellings

West: railroad right-of-way and city storm drainage basin

Design:

The subdivision will contain 36 single-family residential lots, averaging over 8,000 square feet. The subdivision also contains a pocket park that will be situated at the west end of the property.

Access to the subdivision will be from North Filbert Street, which has an ultimate right-of-way width of 60 feet.

Other features contained in the project's design are as follows:

1. A 7-foot wall will be constructed along the east side of the railroad tracks that borders the subject property on the west. The area between the wall and interior road will be designated as a pocket park. Maintenance of this open space improvement will be provided by a landscaping and lighting maintenance district.
2. All streets will have a right-of-way width of 60 feet and a curb-to-curb width of 40 feet.
3. All streets will contain 5-foot parkways that will be planted with street trees and mulch. Irrigation will extend from the adjacent residential dwelling to the parkway.
4. A .5-acre park will be developed on the west end of the subdivision.
5. A landscaping and lighting district will be formed to maintain lighting, landscaping, and irrigation in common areas of the development.
6. The project will connect to the city's existing sewer and water line systems.

Gen. Plan: Medium density residential

Flooding: The subject site is not prone to flooding.

Services: Police protection is provided by the City of Exeter and fire protection by the California Department of Forestry/Tulare County Fire Department.

**Prior Commission Actions:** The Commission held a public hearing on these planning requests at their June 17<sup>th</sup> meeting. The Commission elected to continue this matter to their July 15<sup>th</sup> meeting so that the full Commission could be in attendance.

- Attachments:**
1. Resolution 2021-03 Initiating proceedings for the Smee Homes Reorganization, Annexation of 9.85 acres to the City of Exeter and detachment from the County of Tulare
  2. Resolution 2021-04 Approving a Prezone of 9.85 Acres located on the West Side of North Filbert Street and North of Sequoia Drive
  3. Resolution 2021-05 Approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 Acres located on the West side of North Filbert Street and North of Sequoia Drive

<p><b>Recommended motion to be made by Planning Commission:</b> I move to adopt Resolution 2021-03 initiating proceedings for the Smee Homes Reorganization, Annexation of 9.85 acres to the City of Exeter and detachment from the County of Tulare; Adopt Resolution 2021-04 approving a Prezone of 9.85 acres located on the West side of North Filbert Street and North of Sequoia Drive; and Adopt Resolution 2021-05 approving Tentative Subdivision Map 2021-01, Smee Homes, on 9.85 Acres located on the West side of North Filbert Street and North of Sequoia Drive, subject to the conditions as presented.</p>
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## **RESOLUTION 2021-03**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EXETER INITIATING PROCEEDINGS FOR THE SMEE HOMES REORGANIZATION, ANNEXATION OF 9.85 ACRES TO THE CITY OF EXETER AND DETACHMENT FROM THE COUNTY OF TULARE**

WHEREAS, the applicant, Smee Homes, is requesting a reorganization - annexing 9.85 acres to the City of Exeter and detachment of same from Tulare County, and

WHEREAS, the subject territory is located on the west side of North Filbert Road and north of Sequoia Drive in Exeter, containing approximately 9.85 acres. The Assessor's Parcel Number (APN) for the subject property is 138-200-001, and

WHEREAS, the Planning Commission did conduct a duly noticed public hearing, accepting written and oral testimony both for and against the initiation of proceedings for the annexation of 9.85 acres into the City of Exeter and the pre-zoning of the subject territory; and

WHEREAS, the City of Exeter desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the proposed change of organization; and

WHEREAS, the territory proposed to be annexed is uninhabited according to information received from the County Elections Officer; and

WHEREAS, a written description and map of the boundaries of the territory to be annexed is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, this proposed annexation is consistent with the sphere of influence (SOI) of the City of Exeter: and

WHEREAS, the reasons for this proposed change are as follows:

1. The subject territory is within the SOI of the city of Exeter.
2. The subject territory is bounded on two sides by urban development that is within the Exeter city limits and developed to residential uses.
3. Sewer, water and storm drainage infrastructure is available to the subject territory.
4. The subject territory is within the service area of Exeter police and fires services.
5. The subject territory is within the Exeter General Plan, and
6. The subject territory will be developed consistent with the land use designation outlined in the Exeter General Plan, which is medium density residential.

WHEREAS, the Planning Commission has considered the Negative Declaration prepared for the proposed changes of organization in compliance with the California Environmental Quality Act, and

WHEREAS, the Planning Commission has considered the Negative Declaration for the proposed reorganization and finds the Negative Declaration to follow the California Environmental Quality Act. The Negative Declaration indicated that the project will not result in any adverse impacts on the environment.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Exeter hereby initiates the annexation of land containing approximately 9.85 acres for the change of organization of territory as described in Exhibit "A" to this Resolution in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and 2) finds that the proposed project will not have an adverse impact on the environment and approves the Negative Declaration prepared for this annexation.

**BE IT FURTHER RESOLVED** that the Planning Commission hereby approves Resolution 2021- 03 recommending approval of Annexation 2021-01 (see Exhibit A) to the Exeter City Council. The foregoing resolution was adopted upon a motion of Commission member \_\_\_\_\_; seconded by Commission member \_\_\_\_\_ at a regular meeting of the Exeter Planning Commission on July 15, 2021, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

### Exhibit A Legal Description

Annexation 2021-01 That portion of the Northeast quarter of the Southwest quarter of Section 3, Township 19 South, Range 26 East, Mount Diablo Meridian, in the County of Tulare, State of California described as follows: Commencing at the Center of said Section 3, thence, West 20.00 feet to the intersection with the West right of way line of F Street said point also being on the existing City Limit Line the TRUE POINT OF BEGINNING; thence, South 662.64 feet more or less along said West right of way line and said City Limit line to the intersection with the South line of the North half of the Northeast quarter of the Southwest quarter of said Section 3; thence, West along said South line and the existing City Limit Line, 453.88 feet more or less to the East right of way line of the Union Pacific Railroad; thence, northwesterly along said right of way, 383.46 feet; thence, continuing along said right of way, northwesterly 320.10 feet more or less to the North line of the Southwest quarter of said Section 3; thence, East along said line 754.18 feet more or less to the West right of way line of said F Street and the TRUE POINT OF BEGINNING. Note: This description is for assessment purposes only. This description is land is not a legal property description as defined by the Subdivision Map Act and may not be used as a bas.

## **RESOLUTION 2021-04**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EXETER APPROVING A PREZONE OF 9.85 ACRES LOCATED ON THE WEST SIDE OF NORTH FILBERT STREET AND NORTH OF SEQUOIA DRIVE IN THE CITY OF EXETER, SMEE HOMES**

WHEREAS, Smee Homes, is requesting a prezone (zoning ordinance amendment) on property located on the west side of North Filbert Street and north of Sequoia Drive in Exeter, containing approximately 9.85 acres; and

WHEREAS, the Assessors Parcel Number (APN) for the subject property is 138-200-001, and

WHEREAS, as part of this annexation request Smee Homes is requesting a reclassification of the subject properties from Tulare County's AE-20 (exclusive agriculture, 20-acre minimum) district to Exeter's R-1-6 (single family residential, one unit per 6,000 square feet) district, and

WHEREAS, the subject territory is bounded on two sides (east and south) by land that is inside the city limits of Exeter and the other two sides by land in the county of Tulare, and

WHEREAS, the subject territory is bounded on the south and east by residential development, on the west by railroad right-of-way and on the north by agriculture, and

WHEREAS, property owners within 300 feet of the subject territory were notified of the meeting and a public hearing notice was published in the Sun Gazette ten (10) days prior to the Planning Commission's meeting of June 17, 2021, and

WHEREAS, the Planning Department has prepared a staff report and negative declaration on the proposed prezone (zoning ordinance amendment), and

WHEREAS, the Planning Commission held a public hearing on the prezone, reviewed the staff report and accepted public testimony both for and against,

WHEREAS, the Planning Commission voted to continue these planning matters until such time as the full Commission was in attendance.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this prezone request:

1. The subject territory is inside Exeter's sphere of influence (SOI) and within the planning area of the Exeter General Plan.



2. The proposed rezoning to the R-1-6 district is consistent with the land use designation of the Exeter Land Use Element.
3. A Negative Declaration has been prepared on this rezoning request indicating that any impacts associated with this "project" will not have a significant impact on the environment.
4. The project will not have an adverse impact on the public's health, safety or welfare.

**BE IT FURTHER RESOLVED** that the Planning Commission hereby approves Resolution 2021-04 recommending approval of a rezoning of 9.85 acres in territory located north of the City of Exeter as shown on Exhibit A to the Exeter City Council. The foregoing resolution was adopted upon a motion of Commission member \_\_\_\_\_; seconded by Commission member \_\_\_\_\_ at a regular meeting of the Exeter Planning Commission on July 15, 2021, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

Exhibit A



## **RESOLUTION 2021-05**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EXETER APPROVING TENTATIVE SUBDIVISION MAP 2021-01, SMEE HOMES, ON 9.85 ACRES LOCATED ON THE WEST SIDE OF NORTH FILBERT STREET AND NORTH OF SEQUOIA DRIVE IN THE CITY OF EXETER**

WHEREAS, Smee Homes, is requesting a tentative subdivision tract map on property located on the west side of North Filbert Street and north of Sequoia Drive in Exeter, containing approximately 9.85 acres; and

WHEREAS, the Assessors Parcel Number (APN) for the subject property is 138-200-001, and

WHEREAS, the applicant, Smee Homes, is seeking to subdivide 9.85 acres into 36 single-family residential lots and a 1/2-acre neighborhood park, and

WHEREAS, the average lot size of the subdivision exceeds 8,000 square feet even though the applicant is requesting the R-1-6 zone district. Lots range in size from 7,800 to 13,000 square feet, and

WHEREAS, as part of this tentative subdivision map request the applicant, is also requesting an annexation of the subject site into the city as well as a reclassification of the subject property from Tulare County's AE-20 (exclusive agriculture, 20-acre minimum) district to Exeter's R-1-6 (single family residential, one unit per 6,000 square feet) district, and

WHEREAS, the subject territory is bounded on two sides (east and south) by land that is inside the city limits of Exeter and the other two sides by land in the county of Tulare, and

WHEREAS, the subject territory is bounded on the south and east by residential development, on the west by railroad right-of-way and on the north by agriculture, and

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published in the Sun Gazette ten (10) days prior to the Planning Commission's meeting of June 17, 2021, and

WHEREAS, the Planning Department has prepared a staff report and negative declaration on the proposed tentative subdivision tract map, and

WHEREAS, the Planning Commission held a public hearing on the proposed subdivision as well as the annexation and prezone, reviewed the staff report and accepted public testimony both for and against, and

WHEREAS, the Planning Commission continued the matter to their July 15, 2021, meeting because the Commission was short a Commission member.

**NOW THEREFORE, BE IT RESOLVED** that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this prezone request:

1. The subject territory is inside Exeter's sphere of influence (SOI) and within the planning area of the Exeter General Plan.
2. The proposed prezoning to the R-1-6 district is consistent with the land use designation of the Exeter Land Use Element, which designated the property for medium density residential.
3. A Negative Declaration has been prepared on this prezone request indicating that any impacts associated with this "project" will not have a significant impact on the environment.
4. The project will not have an adverse impact on the public's health, safety or welfare.

**BE IT FURTHER RESOLVED** that the Planning Commission hereby approves Tentative Subdivision Map 2021-01 subject to the following conditions:

1. The applicant shall enter into a Subdivision Agreement with the City of Exeter prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A: Smee Tentative Subdivision Map.
3. The applicant shall comply with the recommendations of the City Engineer contained in Exhibit B.
4. The applicant shall install fire hydrants at locations specified by the City Engineer. Blue raised reflective pavement markers shall also be provided to identify hydrant locations.
5. The applicant shall construct improvements, including curbs, gutters, sidewalks, streets, and walls consistent with Exeter's improvement standards.
6. The applicant shall dedicate all street rights-of-way to the City of Exeter as a certificate on the final subdivision map.

7. All sewer, water and storm drainage improvements shall be installed consistent with the Exeter improvement standards.
8. The developer shall submit to the city engineer for review and approval a grading and drainage plan. Said Plan shall promote maximum infiltration in front yard and parkway areas. The developer shall prepare all soils prior to installation of landscaping by tilling all yard areas and parkways.
9. The applicant shall submit to the city planner and city engineer for review and approval a landscaping, irrigation and hardscape plan for the neighborhood park, tree-lined parkways and wall and landscaping along North Filbert Road.
10. The proposed neighborhood park located on the west side of the subject site shall be designed to provide playground equipment for small children, benches, and shade trees. Said Park shall be placed in a Landscaping and Lighting District for long-term maintenance.
11. All wells, septic tank/leach line systems and irrigation lines and wells shall be abandoned consistent with Tulare County Health Department standards.
12. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map.
- 13.. Streetlights, consistent with Exeter improvement standards, shall be installed at locations specified by the City Engineer. Said lights shall be decorative streetlights that are Southern California Edison certified.
14. The applicant shall cause to be formed a Landscaping and Lighting District to pay for the cost of maintaining common landscaping, park, wall, and irrigation improvements.
15. Development impact fees shall be collected at the time of building permit unless otherwise stated in the Exeter Municipal Code.

The foregoing resolution was adopted upon a motion of Commission member \_\_\_\_\_; seconded by Commission member \_\_\_\_\_ at a regular meeting of the Exeter Planning Commission on July 15, 2021, by the following roll call vote:

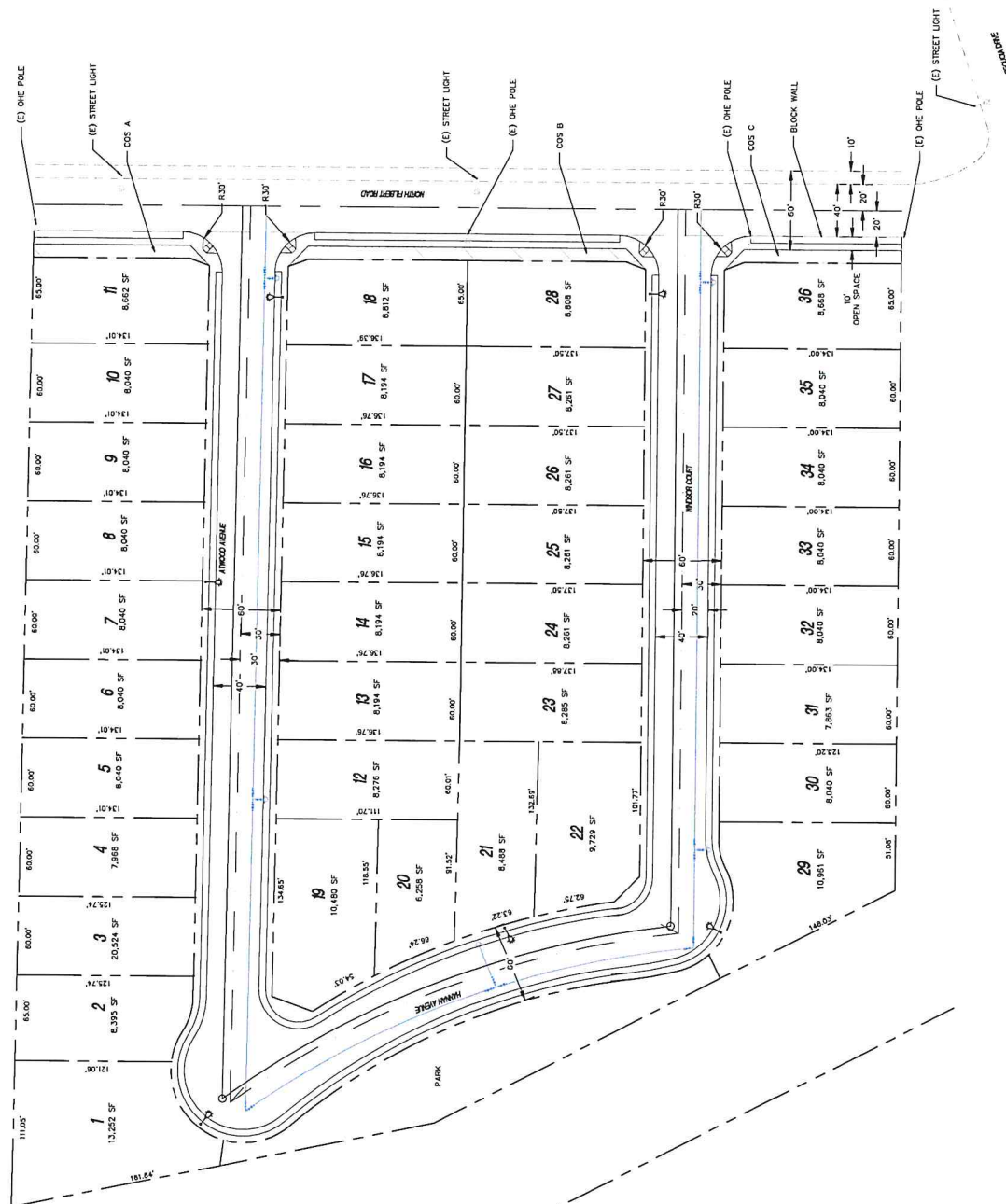
AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Secretary







DATE:	March 26, 2021
SITE PLAN NO:	
PROJECT TITLE:	Tentative Tract Map
DESCRIPTION:	Tentative Tract Map for Smee Homes
APPLICANT:	Smee Homes
PROPERTY OWNER:	Smee Homes
LOCATION:	Filbert Road and Atwood Avenue
APN(S):	138-200-001

The following comments are applicable when checked:

- ☒ Submit improvement plans detailing all proposed work –
- ☒ Bonds, certificate of insurance, cash payment of fees/inspection, and approved map and plan required prior to approval of Final Map.
- ☒ The Final Map and Improvements shall conform to the Subdivision Map Act. ***They shall also conform to approved Major Site Plan Review***
- ☒ A preconstruction conference is required prior to the start of any construction.
- ☒ Right-of-way dedication required. A title report is required for verification of ownership ☒ by map ☐ by deed.
- ☒ City encroachment permit required which shall include an approved traffic control plan.
- ☐ Caltrans encroachment permit required.
- ☒ Landscape and Lighting District / Home Owners Association required prior to approval of Final Map. Landscape and Lighting District will maintain common area landscaping, street lights, street trees and local streets as applicable. Submit completed Landscape and Lighting District application and filing fee a minimum of 75 days before approval of Final Map.
- ☒ Landscape and irrigation improvement plans to be submitted.
- ☒ Dedicate landscape lots to the City that are to be maintained by the landscape and lighting district.
- ☒ Written comments required from ditch company.
- ☒ Sanitary Sewer shall connect on Filbert Road.
- ☒ Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and pavement grades. ***The master grading and drainage plan will be required with development of first parcel per approved Major Site Plan Review.***
  - ☒ Prepared by a registered civil engineer or project architect.Storm run-off from the project shall be handled as follows:
  - ☐ Directed to the City's existing storm drainage system
  - ☒ Directed to a permanent on-site basin
- ☒ Water mains shall connect on Filbert Road at two separate locations.
- ☐ Protect Oak trees during construction.
- ☒ Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
- ☒ Relocate existing utility poles and/or facilities. – ***at time of street improvements***
- ☒ Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding. – ***at time of street improvements***
- ☒ Provide R-value tests; ***2 min for Filbert Ave & 2 min for interior subdivision***
- ☒ Traffic indexes per City Engineer

City of Exeter  
Public Works / City Engineering  
Tentative Tract Map Review Comments

DATE: March 26, 2021  
SITE PLAN NO:  
PROJECT TITLE: Tentative Tract Map  
DESCRIPTION: Tentative Tract Map for Smee Homes  
APPLICANT: Smee Homes  
PROPERTY OWNER: Smee Homes  
LOCATION: Filbert Road and Atwood Avenue  
APN(S): 138-200-001

- ☒ All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications. – ***at time of street improvements***
- ☒ All lots shall have separate drive approaches constructed to City Standards.
- ☒ Install street striping as required by the City Engineer.
- ☒ Install sidewalk and park strips: Per City standards
- ☒ Cluster mailbox supports required at 1 per 2 lots, or use postal unit
- ☐ Subject to existing reimbursement agreement to reimburse prior developer.
- ☒ Abandon existing wells per Code; a building permit is required.
- ☒ Remove existing irrigation lines and dispose off-site.
- ☒ Remove existing leach fields and septic tanks.
- ☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lemoore.
- ☒ The project it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lemoore.
- ☒ If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Farmersville.
- ☐ Comply with prior comments
- ☐ Resubmit with additional information.
- ☐ Redesign required.
  
- ☒ Further Revision of Site Plan is not necessary. Improvement plans may be submitted for review.

\_\_\_\_\_  
Authorized Signature

Lisa Wallis-Dutra, City Engineer  
Printed name

March 26, 2021  
Date



## City of Exeter Agenda Item Transmittal

**Meeting Date:** July 15, 2021

**Agenda Item Number:** B3

**Wording for Agenda:** Adopt Resolution 2021-06 approving Site Plan Review 2021-02 permit for the construction and occupation of a 4,900 square foot metal building that will be used for auto body repair, an adjoining office, and a 640 square foot spray booth, located at 515 South G Street in Exeter subject to the conditions as presented.

**Submitting Department:** Planning Department  
**Contact Name:** Greg Collins, City Planner  
**Phone:** 559- 734-8737  
**Email:** [greg@weplancities.com](mailto:greg@weplancities.com)

**For action by:**

☐ City Council  
☒ Planning Comm.

**Regular Session:**

☐ Consent Calendar  
☒ Regular Item  
☐ Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Department Recommendation:**

Staff recommends that the Planning Commission adopt Resolution 2021-06 approving Site Plan Review 2021-02, Cox – 515 South G Street, subject to the following conditions:

- A. The applicant shall secure a building permit from the Tulare County Building Department for all improvements pertaining to electrical, plumbing and/or construction of new walls. Said construction drawings shall be consistent with Exhibit A, the site plan as amended.
- B. The applicant shall pay all development impact fees at the time of securing a building permit for the project.
- C. A sidewalk shall be installed along the frontage of the subject site consistent with city improvement standards. Said sidewalk shall provide for tree wells designed consistent with tree wells located north of the subject property. Street trees shall be planted crape myrtles.
- D. All new parking lots, driveways, sidewalks and trash enclosures shall be constructed consistent with the Exeter Improvements Manual.
- E. The applicant shall submit a landscaping and irrigation plan to the City Planner for review and approval. Occupancy is not permitted until said improvements are installed. Each tree well shall be planted with a crape myrtle.
- F. The applicant shall comply with the City Engineer's conditions of approval (see attached conditions).
- G. The subject site shall remain well maintained and the landscaping area shall be properly mowed, watered, pruned and fertilized. Further, the on-site irrigation system shall be maintained in good working order. Failure to properly maintain the subject property could cause the site plan permit to be revoked.

H. One streetlight shall be installed within the G Street right-of-way. Said site plan shall be amended to show this new streetlight.

I. The applicant shall process and complete a lot line adjustment to merge the two parcels that are subject to the site plan review process. This will allow the warehouse building to be expanded to the south should the property owner need additional warehousing space.

J. Construction shall not commence on the project until such time as the site plan is amended to show the amendments required by the City Engineer and City Planner.

K. The applicant shall secure a permit from the San Joaquin Valley Air Quality Control District prior to operating the proposed paint booth. Said permit shall be presented to the City of Exeter.

### **Summary/Background:**

The Exeter Planning Commission met on June 17, 2021, to review the Calvin Cox site plan for an existing building (the old Waterman Foundry) located at 515 South G Street in Exeter. The item was continued until more information could be provided on on-site soil conditions.

The applicant is wishing to utilize a portion of the Waterman buildings for an auto body paint and repair operation. The applicant is also proposing use of a portion of the subject building for offices and restrooms. Numerous issues were covered and are outlined and discussed below.

#### Water lines

Water lines exist in G Street and Firebaugh Avenue. It was the consensus that a new water line into the property could be extended from either the G Street or Firebaugh Avenue lines. This new line would be required to be installed by a licensed contractor. Further, the line would need to comply with city improvement standards (pipe material, size of line, water meters, and back-flow preventors). The Public Works Department would inspect this improvement prior to covering the line. A City encroachment permit for this work will also be required.

The applicant shall amend the site plan to show the location of this new water line connection. Further, the site plan shall show the alignment of the water line on the subject property.

The size of the line shall be sized to provide for domestic use, and potentially fire sprinklers.

#### Sewer lines

A sewer line is in Firebaugh Avenue. A new lateral line shall be installed by a licensed contractor to the subject building. Said connection shall be inspected by the Public Works Department to ensure that the connection meets city standards. A City encroachment permit will also be required for this work.

The applicant shall amend the site plan to show the location of this new sewer line connection. Further, the site plan shall show the alignment of this new sewer on the subject property.

#### Storm drainage

Storm water runoff drains toward the gutter system along G Street and eventually enters a drop inlet at the corner of G Street and Firebaugh Avenue. A storm drainage line existing under Firebaugh transports storm water to a retention basin located at the city's corporation yard.



### Streetlights

There are no streetlights along the frontage of the subject property. Staff recommends that a streetlight be added to the existing utility pole nearest the intersection of G Street and Firebaugh Avenue. The site plan shall be amended to show the location of this streetlight.

### Curbs and Gutters

Curbs and gutters exist along the entire frontage of the property. Most of the subject site's frontage is standard curb and gutter. A portion of the property's frontage along G Street is improved with a vee gutter rather than a standard curb and gutter improvement. Staff recommends that standard curb, gutter and sidewalk be installed along the entire frontage of the subject property. Further, any broken sidewalk or curb and gutter shall be repaired.

### Sidewalks (and handicap cuts)

Sidewalks exist along the entire frontage of the subject property. Most of the sidewalk is adjacent to the gutter system but there is a portion of the sidewalk that contains a parkway with Crape Myrtle trees. This stretch of sidewalk is in front of the office building.

The sidewalk at the corner of G Street and Firebaugh Avenue is not ADA compliant. The site plan shall be amended to show an ADA compliant corner.

The applicant shall amend the site plan to show a handicapped parking stall in front of the office building. The sidewalk adjacent to this handicapped stall shall be cut and sloped to provide wheelchair access to the office building.

### Parking

The site plan shall be amended to show parallel parking along G Street instead of diagonal parking. Further, the diagonal employee parking shall be changed to perpendicular parking. These stalls shall measure 9 feet by 18 feet.

### Trash Enclosure

The trash enclosure shall remain in the same location as proposed.

### Building Permits

All building improvements including plumbing, electrical wiring, installation of electrical panels, construction of new walls shall require a building permit through the Tulare County Building Department.

### Landscaping and Irrigation

The tree-lined parkways shall be provided with drip irrigation. The land between the trees shall be covered with mulch. Also, the raised planters in front of the office shall be relandscaped and provided with an automated irrigation system.

### Soil Contamination

BSK prepared a Phase I report for the Waterman site, which is now the potential site for the Cox auto body and paint shop. The report indicated that the on-site soil contamination has been mitigated and now meets the State's clean soil standards.

**Prior Council/Commission Actions:** The Planning Commission reviewed this item at their June 17<sup>th</sup> meeting, however, continued the meeting to secure information on potential soil contamination.

**Attachments:** Site Plan 2021-02, Cox – 515 S G Street  
Resolution 2021-06 Approving Site Plan 2021-02, Cox 515 S G Street  
City Engineer's Conditions of Approval  
Phase I Environmental Site Assessment Report

<p><b>Recommended motion to be made by Planning Commission:</b> I move to adopt Resolution 2021-06 approving Site Plan Review 2021-02, Cox 515 S G Street, subject to the conditions as presented.</p>
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## RESOLUTION 2021-06

### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EXETER APPROVING SITE PLAN REVIEW 2021-02, COX 515 SOUTH G STREET

WHEREAS, Calvin Cox, 515 South G Street, Exeter, Ca. 93221, has applied for a site plan permit for an auto repair/spray booth and office building located at 515 South G Street, Exeter, Ca. 93221, and

WHEREAS, the subject property is located on the east side of South G Street on the northeast corner of Firebaugh and G Street in Exeter. The APN is 135-170-023, parcel containing 15,477 square feet, and

WHEREAS, the construction of said office/auto repair/spray booth is consistent with the Exeter General Plan, which designates the subject property as "industrial" and

WHEREAS the proposed building and on-site improvements are consistent with the development standards of the I (industrial) district, and

WHEREAS, the Planning Department has prepared a staff report on the project and determined that the project is categorically exempt under CEQA, and

WHEREAS, the Planning Commission has reviewed the information contained in the staff report, and

WHEREAS, the Planning Commission expressed concern about the potential for soil contamination on the site, and

WHEREAS, staff has uncovered a Phase I soil report on the site that suggests that any soil contamination on site has been mitigated consistent with the State's Department of Toxic Substances (see Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this project:

1. The project will not have a significant impact on the environment and is categorically exempt under CEQA.
2. The proposed project is consistent with the Exeter General Plan, Land Use Element, which designates the property for service commercial uses.
3. The project will not have an adverse impact on the health, safety or welfare of the community or immediate neighborhood.
4. The project as proposed is consistent with the development standards of the I district.

**BE IT FURTHER RESOLVED** that the Planning Commission hereby approves Site Plan Review 2021-02, Cox, subject to the following conditions:

- A. The applicant shall secure a building permit from the Tulare County Building Department for all improvements pertaining to electrical, plumbing and/or construction of new walls. Said construction drawings shall be consistent with Exhibit A, the site plan as amended.
- B. The applicant shall pay all development impact fees at the time of securing a building permit for the project.
- C. A sidewalk shall be installed along the frontage of the subject site consistent with city improvement standards. Said sidewalk shall provide for tree wells designed consistent with tree wells located north of the subject property. Street trees shall be planted crape myrtles.
- D. All new parking lots, driveways, sidewalks and trash enclosures shall be constructed consistent with the Exeter Improvements Manual.
- E. The applicant shall submit a landscaping and irrigation plan to the City Planner for review and approval. Occupancy is not permitted until said improvements are installed. Each tree well shall be planted with a crape myrtle.
- F. The applicant shall comply with the city engineer's conditions of approval (see attached conditions).
- G. The subject site shall remain well maintained and the landscaping area shall be properly mowed, watered, pruned and fertilized. Further, the on-site irrigation system shall be maintained in good working order. Failure to properly maintain the subject property could cause the site plan permit to be revoked.
- H. One streetlight shall be installed within the G Street right-of-way. Said site plan shall be amended to show this new streetlight.
- I. The applicant shall process and complete a lot line adjustment to merge the two parcels that are subject to the site plan review process. This will ensure that the subject use is located on a single parcel of land.
- J. Construction shall not commence on the project until such time as the site plan is amended to show the amendments required by the City Engineer and City Planner.
- K. The applicant shall secure a permit from the San Joaquin Valley Air Pollution Control District prior to operating the proposed paint booth. Said permit shall be presented to the City of Exeter.

The foregoing resolution was adopted upon a motion of Commission member \_\_\_\_\_;  
seconded by Commission member \_\_\_\_\_ at a regular meeting of the Exeter Planning  
Commission on July 15, 2021, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



# MEMO

**Date:** June 6, 2021

**Project No.:** 210178

**To:** Greg Collins, City Planner

**From:** Lisa M. Wallis-Dutra, City Engineer

**Subject:** Starcraft Auto Paint & Body (515 South G Street)

**cc:** Daymon Qualls, City Public Works Director

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The following engineering considerations are recommended for the subject site based on the site plan received on May 27, 2021:

1. All engineering improvement plans shall be provided to the City Engineer for review and comment prior to approval of any development or issuance of permits. Improvement plans shall be to scale and accurately show all existing and proposed infrastructure, including all utility connections, site grading, and street improvements. All dimensions shall be included on the plans for existing and proposed infrastructure, including sidewalks, planters, and parking stalls.
2. Improvement plans with grading and drainage shall clearly show how the site will drain to the street and then the storm drainage system via curb and gutter. On-site drainage shall not surface flow across the sidewalk or drive approaches. Drain inlets at the corner of G Street and Firebaugh Avenue connect to the existing storm drain line in Firebaugh Avenue that flows to the basin at the City Corporation Yard. Applicant shall demonstrate there is adequate capacity for the planned development in the existing system or provide for on-site retention.
3. Water and sanitary sewer systems shall be connected to serve the planned development. Metered water services and sanitary sewer laterals shall be installed to the building site. Applicant shall demonstrate water and sanitary services are sized appropriately for the planned development.
4. The existing conditions of the water and sanitary sewer systems in G Street and Firebaugh Avenue are unknown. Applicant shall demonstrate to the City Public Works Director that the existing systems are in good working condition. Replacement of the existing water and/or sewer lines may be required.
5. Applicant shall contact the Fire Marshall for fire service requirements, if any. Applicant shall demonstrate water services provide for adequate pressure for the development, including any fire requirements.



6. Utility boxes, metered water services, etc. shall not be in a driveway, parking area, or any traveled way where vehicular traffic may travel. Any existing boxes in these locations shall be relocated.
7. Utility services (i.e., power, phone, etc.) shall be placed underground to the buildings.
8. All existing drive approaches shall be included on the plan. Any existing drive approaches that will no longer be used for vehicular access shall be removed and sidewalk, curb, and gutter installed. Gates at the existing drive approaches to be removed shall also be removed and replaced with fencing.
9. Sidewalks are required across the entire frontage of the property. All existing and new sidewalk, drive approaches, parking, and pedestrian paths shall be in accordance with current City and Americans with Disabilities Act (ADA) standards. Existing facilities that do not meet current ADA standards shall be replaced with new. An ADA-compliant corner return shall be constructed at the corner of G Street and Firebaugh Avenue.
10. Any existing curb, gutter, and sidewalk that is currently damaged, or is damaged because of construction activities, shall be replaced.
11. Diagonal parking will not be allowed on G Street. Diagonal employee parking on site shall be changed to perpendicular parking. All parking shall meet current City and ADA standards as appropriate.
12. All property lines and right of way (including railroad) shall be shown on the plans. Documentation verifying property lines and right of way shall be provided to the City Engineer. Sidewalk and landscape/tree well areas shall be within City right of way, and if not currently, right of way shall be dedicated.
13. Review of current Assessor Parcel Maps indicate this development is on multiple parcels. Applicant shall verify parcels. A lot line adjustment/merger may be required.
14. All landscaping shall be in accordance with the City landscaping ordinance and State of California requirements and shall include a back-flow preventer in an approved cage.
15. Weekly pick-up refuse containers for trash and debris shall be hidden from public view. Contact Mid-Valley Disposal for appropriate number of bins and sizes required for the development. Applicant shall demonstrate access to the enclosure and bins is adequate for refuse truck maneuvers and turning radius. A concrete slab engineered to withstand the weight of the refuse truck is required in front of the enclosure. Any paved areas where the refuse truck travels shall be engineered to withstand the weight of the refuse truck. Trash enclosure shall be approved by the Public Works Director.
16. Applicant shall obtain an encroachment permit from the City prior to any work being completed within the City right of way. All work within the City right of way, including service connections, shall be inspected by the City.
17. On-site lighting shall be provided and shown on the site plan. Adequate street lighting shall be provided and approved by the Director of Public Works.





# MEMO

LMWD

C:\Users\efranco\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\MR8Q1H9I\071521 Cox - City Engineers  
Conditions of Approval.docx

901 East Main Street • P.O. Box 3699 • Visalia, California 93278 • Tel (559) 733-0440 • Fax (559) 733-7821  
[www.qkinc.com](http://www.qkinc.com)



567 W. Shaw Ave., Ste. B  
Fresno, CA 93704  
(559) 497-2880  
FAX (559) 497-2886

June 21, 2005

BSK 01-40-0778

Tricia Kriksey Real Estate  
Attn: Wesley Clover  
251 East Pine Street  
Exeter, CA 93221

Re: Reliance Upon Findings  
Phase I Environmental Site Assessment Report  
25500 Road 204  
Exeter, California

Dear Mr. Clover:

BSK Associates (BSK) was contracted by Waterman Industries, Inc. (Client) to perform a Phase I Environmental Site Assessment (ESA) for the above-referenced Site. The findings of the ESA were presented in the *Phase I Environmental Site assessment Report, Waterman Industries Exeter Manufacturing Plant, Southeast Corner of Road 204 and Avenue 256, Tulare County, California*, dated February 5, 2001. It is our understanding that Arbor Terrace Assisted Living requires authorization to review and rely upon the findings of the ESA. It should be noted that the ESA was conducted more than four years ago. The ASTM standard for Phase I states that they are generally only valid for six months.

BSK authorizes Arbor Terrace Assisted Living, inclusive of associated parties such as its agents, directors, officers, attorneys, successors, and assigns, to review and rely upon the findings of the ESA, for the purpose of evaluating the environmental condition of the Site and potential liabilities associated with the Site (if any) provided that Arbor Terrace Assisted Living and its associated parties agree to the attached *General Conditions for Environmental Consulting Services* (General Conditions), as amended by reference below:

- Unless otherwise indicated below, references to "Client" refer to Waterman Industries, Inc.
- References to "Consultant" refer to BSK.
- References to "Client" in Paragraphs 4.1 through 4.3, 10.1, 10.3, 12, 14, 15.1, 16 (except for the indemnity obligation in Paragraph 16), 17, and 20 refer to Waterman Industries, Inc. and Arbor Terrace Assisted Living.
- References to "parties" in Paragraph 22 refer to BSK, Waterman Industries, and Arbor Terrace Assisted Living.

Mr. Wesley Clover  
June 21, 2005

BSK 01-40-0778  
Page 2

- Section 10.2.1 of the General Conditions will not apply to Arbor Terrace Assisted Living.
- Notwithstanding anything to the contrary, (i) Consultant will not unreasonably withhold its consent to Arbor Terrace Assisted Living's disclosure of the subject reports and other work product of Consultant to successor lenders, buyers of the subject property, auditors, contractors, and regulatory agencies, provided that none of the them will be entitled to rely on the subject reports or work product without executing and delivering a letter substantially similar to this, and (ii) any payment or indemnification obligations of "Client" in the General Conditions are obligations of Waterman Industries, Inc. and not Arbor Terrace Assisted Living.

Your signatures below will indicate agreement with the attached General Conditions as amended above. Please execute the agreement below and return this document to our office at your earliest opportunity. Please retain a copy of this document for your records.

Should you have questions, please call me at 559.497.2880.

Sincerely,  
BSK ASSOCIATES



Amer A. Hussain  
Regional Manager

Attachments: General Conditions for Environmental Consulting Services

**AGREEMENT**

I have reviewed and agree to BSK's *General Conditions for Environmental Consulting Services* as amended by reference herein.

\_\_\_\_\_  
Waterman Industries, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Arbor Terrace Assisted Living



\_\_\_\_\_  
Signature

6-27-05

\_\_\_\_\_  
Date

### 3.2 Rates

Consultant shall be paid as set forth in the Scope of Work and at the rates set forth in the Schedule of Charges. Client and Consultant agree that the Schedule of Charges shall be subject to review from time to time and amended as appropriate to reflect Consultant's then current fee structure. Consultant shall provide Client at least thirty (30) days advance notice of any changes. Unless Client objects, in writing, to the proposed amended fee structure within thirty (30) days of notification, the amended fee structure shall be incorporated into this Agreement and shall supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated as set forth under Termination.

### 3.3 Late Payment Charge

All invoices are due on receipt. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's invoices, the amounts due Consultant shall, thereafter, include a late payment charge at the rate of 1 1/2% per month, or the highest rate permitted by law, from the thirtieth day.

## 4. Standard of Performance; Disclaimer of Warranties

### 4.1 Professional Standards

Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the Services are performed with skill and care. Consultant shall endeavor to perform the Services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed. No other representation, warranty or guaranty, express or implied, is included or intended by this Agreement.

### 4.2 Evolving Technologies

The investigation, characterization and remediation of hazardous wastes involve technologies which are rapidly evolving. Existing state of the art technologies are often new and untried; future technologies may supersede current techniques. In addition, standards for remediation, including statutes and regulations, change with time. Client understands that Consultant's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

### 4.3 Levels of Service

Consultant offers different levels of environmental consulting services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of service adequate for its purposes. Client warrants that it has reviewed the Scope of Work and has determined that it does not need or want a greater level of service than that being provided.

## 5. Cost Estimates

### 5.1 Consultant's Estimate of Fees

Consultant will, to the best of his ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that the estimated costs are based on Consultant's best experience and judgment and that successful completion of Services within the estimated cost can be influenced by changes in workscope and schedule as needed by Client and by presently unforeseen circumstances. If the costs are expected to exceed this estimate, Consultant will notify Client and obtain Client's written approval prior to proceeding.

### 5.2 Consultant's Estimate of Remediation Costs

Client acknowledges that environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guaranty the accuracy of environmental remediation cost estimates.

## 6. Consultant's Responsibilities

### 6.1 Phased Services

Environmental Consulting services are provided in phases with the actual services contracted for detailed in the Scope of Work. The contracted services are provided in accordance with the terms and conditions set forth below.

### 6.2 Investigative Services

6.2.1 Investigative services may consist of Preliminary Site Assessments, Site Characterizations and Risk Investigations and Feasibility Studies. The precise services to be rendered are listed in the Scope of Work. Investigative services are based on statistical samplings and inferences from limited data and may not provide a complete or accurate characterization of the conditions existing at the Project Site. Consultant shall use prudent professional judgment in making inferences from statistical and limited data, but does not warrant or guaranty the conclusions reached.

6.2.2 Industry associations and trade groups have published differing, and sometimes conflicting, guidelines for the preparation of site assessments. In many instances, those guidelines provide a level of investigation which differs from current practice and the Scope of Work negotiated with Client. Unless otherwise specifically stated in writing, the Investigative Services will not be performed in accordance with written or published guidelines, but in accordance with the tasks listed in the Scope of Work.

### 6.3 Design Services

6.3.1 Consultant shall prepare plans and technical specifications in sufficient detail to permit the Work to be completed by competent contractors engaged in the remediation of hazardous waste sites. The designs and specifications shall be prepared in accordance with the customs and practices of competent consultants engaged in the remediation of hazardous waste sites, but Consultant does not warrant or guarantee the Work.

6.3.2 Where portions of the Work contain elements to be designed and constructed by remediation contractors (design-build elements), Consultant shall prepare Performance Specifications for such elements and shall review the plans and specifications prepared by the design-build contractors to determine whether the proposed design-build elements are consistent with Consultant's design intent. Consultant may rely upon professional certifications received from such design-build contractors without checking the accuracy of the consulting certified.

6.3.3 Consultant shall prepare all submissions necessary to receive governmental approval for commencement of remediation, but shall not be responsible for the cost of any fees or permits.

### 6.4 Bidding Services

6.4.1 Consultant shall assist Client in obtaining bids from contractors, or in negotiating agreements with contractors for the performance of all or a portion of the Work. Consultant shall incorporate General Conditions prepared by Client into the Technical Specifications prepared by Consultant. Consultant shall provide copies of plans and specifications to interested contractors at their expense and shall provide such interpretation or clarification as the bidding contractors reasonably request.

- 6.4.2 At Client's request, Consultant shall provide an analysis of the contractors' bids and shall consult with Client concerning the contractor(s) to be engaged.

6.5 Implementation Services

- 6.5.1 Consultant shall act as the client's representative for communications between Client and the Contractor(s).
- 6.5.2 Consultant shall review construction schedules provided by the Contractor(s) and shall consult with Client concerning Contractor(s) schedules and the progress of the Work.
- 6.5.3 Consultant shall convene a pre-construction meeting with the contractors and other significant parties to provide an overview of the project and to respond to Contractors questions. Consultant shall prepare a memorandum of the discussions and any directions issued.
- 6.5.4 During the course of remediation, Consultant shall attend regular job-site meetings and shall prepare and maintain memoranda documenting the discussions, and any decisions made.
- 6.5.5 Consultant shall respond to reasonable inquiries from Contractors seeking clarification of the plans and specification or decisions regarding unforeseen conditions.
- 6.5.6 Consultant shall review shop drawings and submittals to determine if they are reasonably consistent with the intent of the plans and specifications prepared by Consultant. Consultant may rely upon plans, calculations or certifications by professional consultants that are provided by the Contractor(s) without checking the accuracy of the consulting certified.
- 6.5.7 Consultant shall visit the site as frequently as reasonably necessary to observe the performance of the Work. Client understands that Consultant shall not be on site continuously nor shall Engineer observe all of Contractor's observations. Consultant shall maintain a written record of all site visits which shall describe the progress of the work and which shall record any questions raised by Contractor(s) and any directions issued.
- 6.5.8 Consultant shall prepare any clarifications or supplementary instructions reasonably necessary to enable the Contractor(s) to complete the Work in accordance with the intent of the Contract Documents.
- 6.5.9 Consultant shall review Contractor(s)' invoices to determine, in general, if the invoice is consistent with the progress of the Work. After review of such invoices, and subject to any withholdings or backcharges which the Consultant believes appropriate, Consultant shall recommend Client's payment of the Contractor's invoice.
- 6.5.10 Consultant shall not be responsible for the means, methods, techniques or sequences used by Contractor(s) during the performance of the Work. Consultant shall not supervise or direct Contractor(s) work, nor shall Consultant be liable for any failure of contractor(s) to complete their work in accordance with the Contract Documents or applicable Laws and Regulations. Consultant shall not be responsible for the safety of persons or property at the Project Site, as such responsibility is solely the obligation of the Contractor(s).

6.6 Post-Remediation Monitoring

To the extent set forth in the Scope of Work, Consultant shall take samples and measurements necessary to determine the efficacy of remediation. At the conclusion of such work, Consultant shall prepare a report describing its observations, measurements and tests, if any.

## 7. Client's Responsibilities

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 7.1 Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
- 7.2 Designate a representative who will have authority to receive all notices and information pertaining to this Agreement and who will enunciate Client's policies and decisions and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.
- 7.3 Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Client recognizes that the use of investigative equipment and practice may unavoidably alter conditions or affect the environment at the existing Project Site(s). Consultant will operate with reasonable care to minimize damage to the Project Site(s). The cost of repairing such damage will be borne by Client, and is not included in the Fee unless otherwise stated.
- 7.4 Correctly designate on plans to be furnished to Consultant, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and shall be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Client warrants the accuracy of any information supplied by it to consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy.
- 7.5 Supply to Consultant all information and documents in its possession or knowledge which are relevant to the Services herein described, including all information in Client's possession, or reasonably available to Client concerning prior uses of the Project Site and Hazardous Materials present at the Site. Prior to the commencement of any Services in connection with a specific property, Client shall notify Consultant of any known potential or possible health or safety hazards existing on or near the Project Site.
- 7.6 Execute all manifests or other documents evidencing ownership, possession or control over Hazardous Materials.
- 7.7 Provide all required notifications to Governmental Agencies or the public, related to the existence, discharge, release, disposal, and transportation of Hazardous Materials.

## 8. Changed Conditions

If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this agreement and be compensated as set forth in Section 19, "Termination".

## 9. Certifications

Consultant shall not be required to execute any certification with regard to work performed, tested, or observed under this Agreement unless: 1) Consultant believes that sufficient work has been performed by Consultant to provide a sufficient basis to issue the certification, 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification, and 3) the exact form of such certification has been approved by Consultant, in writing, prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Service performed by Consultant, and does not constitute a warranty or guaranty, either expressed or implied.

## 10. Allocation of Risk

### 10.1 Limitation of Liability

The total cumulative liability of Consultant, its shareholders, directors, officers, employees and agents, to Client arising from Services performed or to be performed by Consultant whether in contract, indemnity, contribution, tort, or otherwise, and including attorneys' fees due under this Agreement, shall not exceed 100% of gross compensation received by Consultant under this Agreement or fifty thousand dollars (\$50,000), whichever is greater; provided, however, that such liability shall be further limited in the following respects:

If Consultant's fee exceeds \$250,000, liability to Client shall not exceed \$250,000.

Consultant shall have no liability to Client for any special, consequential, incidental or penal losses or damage including but not limited to losses, damages or claims related to the unavailability of Client's property or facility, shutdowns or service interruptions, loss of use, profits or revenue, inventory or use charges or cost of capital or claims of Client's customers; and Consultant shall not be liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities which are not correctly shown on plans furnished by Client to Consultant during the performance of authorized Services or which are not called to Consultant's attention by Client.

### 10.2 Indemnification

#### 10.2.1 Subterranean Structures

Client shall indemnify and hold harmless Consultant, its agents, subcontractors, directors, officers and employees, ("Consultant Entities") from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss ("Loss") arising from damage to subterranean structures or utilities which are not correctly shown on plans furnished by Client to Consultant.

#### 10.2.2 Hazardous Materials

Client shall indemnify and hold harmless The Consultant Entities, from and against any and all claims, damages or liability arising from or related to hazardous waste existing at the Project Site prior to the commencement of Consultant's Services under this Agreement, unless caused by the sole negligence or willful misconduct of Consultant.

#### 10.2.3 Negligent Performance of Services

Consultant agrees to indemnify and hold harmless Client, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss ("Loss") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

### 10.3 Continuing Agreement

The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement.

If Consultant provides services to Client, but which the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify and the limitations on liability established under this Agreement shall apply to such services as if an amendment had been executed by the parties.



## 11. Consultant's Insurance

Consultant shall obtain, if reasonably available, (1) statutory Workers' Compensation/Employer's Liability coverage; (2) Commercial General Liability; (3) Automobile Liability; and (4) Professional Liability insurance coverage in policy amounts of not less than \$1,000,000.

Consultant agrees to issue certificates of insurance evidencing such policies upon written request.

## 12. Ownership and Maintenance of Documents

Client provided documents will remain the property of Client. Unless otherwise specified in the Scope of Work, all documents and information obtained or prepared by Consultant in connection with the performance of the Services, including but not limited to Consultant's reports, boring logs, maps field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively called "Documents") are the property of Consultant and Consultant shall, in its sole discretion, have the right to dispose of or retain the Documents. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services. Consultant shall have the right to use the Documents for any purpose. Client shall have the right to reuse the Documents for purposes reasonably connected with this Project, including design and licensing requirements of the Project for which the Services are provided.

## 13. Samples and Cuttings

If in-house laboratory, testing or analytic services are provided by Consultant, Consultant shall preserve such soil, rock, water, or other samples obtained from the project site as it deems necessary for the Project for not longer than forty-five (45) days after issuance of any documents that include the data obtained from these samples. Client shall promptly pay and be responsible for the removal and lawful disposal of samples, cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

Client shall take custody of all monitoring wells and probes during an investigation by Consultant, and shall take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense if so requested by Consultant.

## 14. Relationship of the Parties

Consultant shall perform its Services under this Agreement as an independent contractor, and its employees shall at all times be under its sole discretion and control. Consultant shall have full power and authority to select the means, manner and method of completing Services for individual jobs without detail, control, or direction from Client.

## 15. Confidentiality

### 15.1 Use of Reports

All reports and information developed by Consultant are for the sole use of Client and are not intended to benefit any other person or entity. Neither Consultant nor Client shall disclose, disseminate or otherwise provide such reports or information except as required for the completion of Contractor's work or the monitoring of the project by Governmental Agencies.

### 15.2 Production of confidential Information as Required by Law

#### 15.2.1 Subpoena or Other Legal Process

Notwithstanding the provisions of Paragraph 15.1, Consultant may provide any information requested by subpoena or other legal process. Consultant shall promptly provide written notice to Client, including a copy of the subpoena or other legal process, to permit Client to take whatever action it deems necessary to protect the confidentiality of the information sought.

**15.2.2 Search Warrant**

Notwithstanding the provisions of Paragraph 15.1, Consultant may provide any information requested by search warrant. Consultant shall provide Client with notice, as soon as practical, of the service of the search warrant.

**15.3 Use of Confidential Information in Consultant's Defense**

Notwithstanding the provisions of Paragraph 15.1, Consultant may disclose any confidential information if necessary to defend Consultant, its employees, officers and subconsultants in any civil, criminal or administrative proceeding.

**16. Third Party Reliance Upon Reports**

All Documents are prepared solely for use by Client and shall not be provided to any other person or entity without Consultant's written consent, nor shall they be mentioned, communicated, disclosed or referred to in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material, without the express written authorization of Consultant. Client shall defend, indemnify and hold harmless Consultant, its officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without Consultant's written consent.

No other party other than Client may rely, and Client shall make no representations to any party that such party may rely, on Documents without Consultant's express written authorization.

**17. Assignment and Subcontracts**

Neither party shall assign this Agreement, or any part thereof, without the written consent of the other party, except an assignment of proceeds for financing purposes. Consultant may subcontract for the services of others without obtaining Client's consent where Consultant deems it necessary or desirable to have others perform certain Services.

**18. Suspension and Delays**

Client may, at any time, by ten (10) days written notice, suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's work for more than sixty (60) days and be paid as set forth under Termination. In the event Consultant's field or technical work is suspended by Client or interrupted due to delays other than delays caused by Consultant, the time for completion of the performance of the Services shall be appropriately adjusted and Consultant shall be equitably compensated (in accordance with Consultant's current Compensation Schedule) for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or at the option of Client, for such similar charges that are incurred by Consultant for demobilization and subsequent re-mobilization.

Consultant shall not be liable to Client for any failure to perform or delay in performance due to circumstances entirely beyond its control, including, but not limited to, pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God", adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

**19. Termination****19.1 Termination for Convenience**

Consultant and Client may terminate this Agreement for convenience upon thirty (30) days written notice delivered or mailed to the other party.

**19.2 Termination for Cause**

In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The Agreement shall not be terminated for cause if the breaching party cures the breach within the ten (10) day period.

**19.3 Payment on Termination**

In the event of termination, other than caused by a material breach of this Agreement by Consultant, Client shall pay Consultant for the Services performed prior to the termination notice date, and for any necessary Services and Expenses incurred in connection with the termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts. Such compensation shall be based upon the schedule of fees then currently used by Consultant.

**20. Disputes**

All disputes between Consultant and Client shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.

No action or suit may be commenced unless the mediation did not occur within forty-five (45) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to forty-five (45) days after service of notice.

**21. Attorneys' Fees**

If any action or proceeding is commenced to interpret, enforce, reform or nullify any of the terms of this Agreement, or to seek damages for the breach of any of its provisions, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

**22. Integration and Severability**

This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion shall be deemed stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

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**End of General Conditions**

BSK

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**PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT**

**Waterman Industries Exeter Foundry  
Northeast Corner of  
Firebaugh Avenue & G Street**

**BSK 01-40-0778**

**Prepared for**

**Mr. Kelley Gentry  
Chief Financial Officer  
Waterman Industries, Inc.**

**January 3, 2001**

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**Engineers, Geologists, Environmental Scientists**

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567 W. Shaw Ave., Ste. B  
Fresno, CA 93704  
(559) 497-2880  
FAX (559) 497-2886

January 3, 2001

BSK 01-40-0778

Mr. Kelley Gentry  
Chief Financial Officer  
Waterman Industries, Inc.  
P.O. Box 458  
Exeter, CA 93221

**SUBJECT: Phase I Environmental Site Assessment Report  
Waterman Industries Exeter Foundry  
Northeast Corner of Firebaugh Avenue and G Street  
Tulare County, California**

Dear Mr. Gentry:

BSK & Associates (BSK) has conducted a Phase I Environmental Site Assessment (ESA) of the subject site. The ESA was conducted for Waterman Industries, Inc. (Client) in accordance with the scope of services presented in BSK's proposal 01-40-0778, dated December 22, 2000, as authorized by you on that date. The enclosed report presents the methodology and findings of the ESA.

We appreciate this opportunity to be of service to Waterman Industries, Inc. Please contact us if you have questions concerning the report.

Respectfully submitted,  
BSK & ASSOCIATES

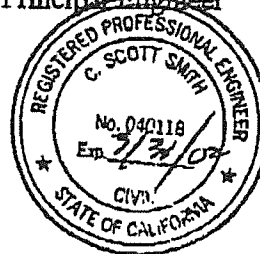
C. Scott Smith, P.E.  
Senior Environmental Engineer

CSS/RTB/clh

Enclosure: ESA Report

Distribution: Client (1 original, 7 copies)  
BSK File 310 (1 original, 1 copy)

Ralph T. Boyajian, P.E.  
Principal Engineer



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J:\40\00\0778 Waterman ESA\Foundry Rpt.wpd

A California Corporation

Geotechnical Engineering • Engineering Geology • Environmental Services • Construction Inspection & Testing • Analytical Testing

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### APPENDICES

- Appendix A Agency Correspondence
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## General Conditions for Environmental Consulting Services

### 1. Definitions

- 1.1 **Contract Documents:** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.
- 1.2 **Day(s):** All days are calendar days unless otherwise stated.
- 1.3 **Hazardous Materials:** The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants or other materials, in whatever form or state, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated or listed in Section 4004 of the Solid Waste Disposal Act (42 USC § 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC § 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC §§ 1317 and 1321 (b)(2)(a)) or as defined, designated or listed under any other federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.4 **Governmental Agencies:** All federal, state and local agencies having jurisdiction over the Project.
- 1.5 **Laws and Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the project.
- 1.6 **Performance Specifications:** Written criteria that define the minimum standards to be achieved by portions of the work designed and constructed, manufactured, or installed by the Contractor.
- 1.7 **Services:** The professional services provided by Consultant as set forth in this Agreement, the Scope of Work and any written amendment to this Agreement.
- 1.8 **Work:** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

### 2. Scope of Work

Consultant shall perform the services and tests outlined in the attached Scope of Work, which may be amended by Client and Consultant in writing. If Consultant provides Client with a writing confirming the change in scope, it shall become an amendment to this Agreement unless Client objects in writing within five (5) working days after receipt. All work performed by Consultant at the Project is subject to the terms and limitations of this Agreement. If work is performed, but the parties do not reach agreement concerning modifications to the scope of work or compensation, then the terms and limitations of this Agreement apply to such work, except for the payment terms. Disputes concerning modifications to scope, or compensation, shall be resolved pursuant to Section 20, "Disputes".

### 3. Payments to Consultant

#### 3.1 Time and Materials

All work performed under this Agreement shall be on a time and materials basis unless otherwise specifically agreed to in writing by both parties. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the work will be completed for that amount; rather, it indicates that Consultant shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

CHAINLINK FENCE ON PROPERTY LINE

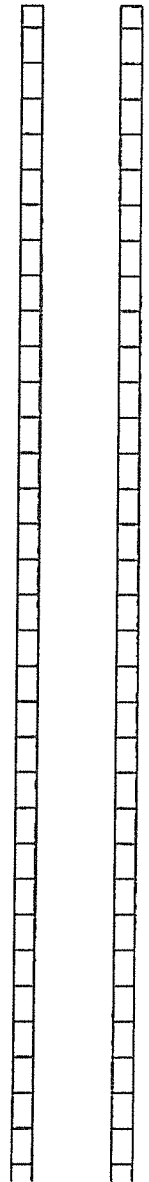
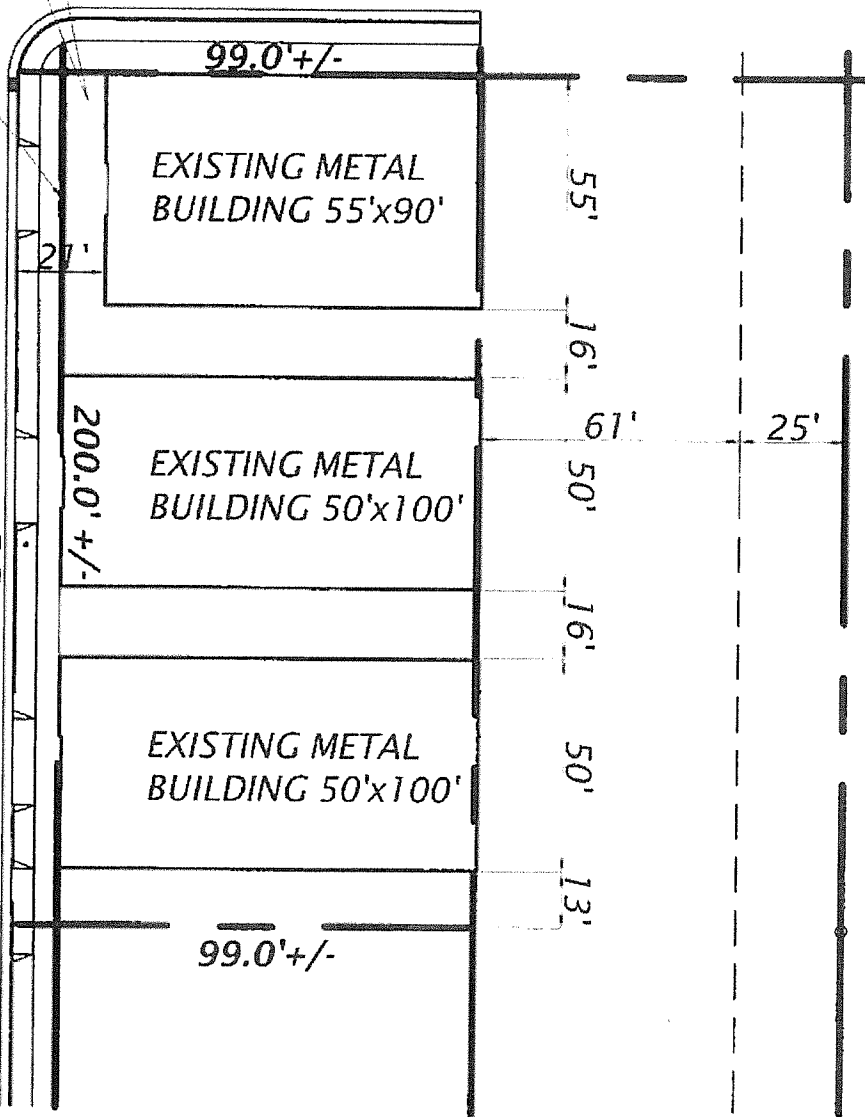
135-163-001

Chestnut Street

"G" Street

P.P.

EXISTING SITE PLAN



C4

THIS PLAN IS PROPERTY OF RSCG  
2182 PENLAN AVE. EXETER, CA. 93221  
THE INFO. ABOVE HAS BEEN OBTAINED  
FROM SOURCES BELIEVED RELIABLE.  
WE DO NOT DOUBT ITS ACCURACY,  
WE DO NOT GUARANTEE IT

PROJECT **The Foundry**  
APN- 135 163-001-000  
313 "G" Street  
EXETER, CA. 93221

Existing  
PLOT PLAN

DATE  
February 14, 2006

DRAWN BY  
JESSE G. MARTINEZ

**RISING SUN Co. Inc.**  
2182 PENLAN AVE.  
EXETER, CA. 93221  
OFFICE 535 593 1315  
FAX 535 593 2245

REV#	2-10-06	REVISION
REV#		REVISION
ENGINEER OF RECORD WILLIAM SARGO		



PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT  
WATERMAN INDUSTRIES EXETER FOUNDRY  
NORTHEAST CORNER OF TREBAUGH AVENUE AND G STREET  
TULARE COUNTY, CALIFORNIA

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## 1.0 INTRODUCTION

This report presents the results of BSK & Associates' (BSK) Phase I Environmental Site Assessment (ESA) of a foundry located in central Exeter California. The ESA was conducted for Waterman Industries, Inc. (Client) in accordance with the scope of services presented in BSK's Proposal 01-40-0778, dated December 21, 2000. The ESA was conducted in conjunction with Client's obtaining a loan from Wells Fargo Bank. BSK's Client contacts for the project were Mr. Kelley Gentry, Chief Financial Officer, and Mr. Ken Appling, Vice President.

## 2.0 OBJECTIVE

The objective of an ESA is to identify and evaluate conditions at a site and properties located within an approximate ¼-mile radius of site boundaries (Vicinity) with regard to possible sources of recognized environmental conditions (REC) which may impact the Site. Recognized environmental conditions are defined by the American Society for Testing and Materials as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property (ASTM, 2000).<sup>1</sup>

## 3.0 SCOPE OF ASSESSMENT

BSK's scope of services consisted of:

- Acquiring information regarding land-use history and Site development including historical aerial photographs, land-use maps of the Site and Vicinity properties, and interviewing property owner representatives.

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<sup>1</sup> The term "recognized environmental condition" includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

- Review of various reports and other documents addressing previous assessment activities at the Site.
- Reviewing readily available local State and Federal sources of known or potential hazardous waste sites for the Site and Vicinity.
- Inquiring with local and State regulatory agencies for information regarding environmental permits, underground storage tank (UST) registration, environmental violations or incidents, and the status of known environmental impairments and enforcement actions at the Site and Vicinity properties.
- Conducting a reconnaissance of the Site and a review of properties immediately adjacent to the Site including documentation of Site general conditions and RBCs.
- Reviewing the age of Site structures as it relates to the potential presence of asbestos-containing building materials (ACBMs) and lead-based paint.
- Preparing this report of findings and conclusions.

BSK's scope of services was in general recognition of, as opposed to strict adherence to, the ASTM Standard. It did not include collection and laboratory analyses of Site soil or groundwater samples, analyses for the presence of ACBMs or lead-based paint, nor evaluation of the presence of radon gas.

#### 4.0 SITE LOCATION AND DESCRIPTION

The Site consists of an iron foundry complex in central Exeter measuring about 3.5 acres and bounded on the west by G Street, on the east by a railroad right-of-way, on the south by Firebaugh Avenue and on the north by Chestnut Street (Figure 1, Site Vicinity Map and Figure 2, Site Plan).

The foundry produces gray iron castings used in manufacture of industrial valves and gates at Client's manufacturing facility in south Exeter.

Additional pertinent information regarding the Site is as follows:

*Current Owner:* Waterman Industries, Inc.

*Geographic Coordinates:* NE¼, Section 10, T19S/26E, MDB&M

*Assessors Parcel No.:* 135-16-07 & 135-17-23

## 5.0 SITE AND VICINITY CONDITIONS

The topography of the Site is essentially flat with an average ground surface elevation of approximately 385 feet, USGS datum. No surface water bodies are located onsite or on properties adjoining the Site.

First encountered groundwater beneath the Site is unconfined. Based on the California Department of Water Resources' (DWR's) *Lines of Equal Elevation of Water in Wells, Unconfined Aquifer, Spring 1999*, the groundwater elevation beneath the Site was about 320 feet, USGS datum which corresponds to an average depth of about 65 feet below the land surface. The groundwater flow direction is typically southerly to southwesterly.

Shallow soils beneath the Site are of the San Emigdio-Tettem-Honcut group (USDA, 1982). Soils of this grouping are classified as very deep, well-drained loams formed on alluvial fans.

## 6.0 SITE HISTORY

Information on the history of the Site was obtained through:

- review of historical land-use maps and aerial photographs;
- interviews with property owner representatives familiar with historical Site usage;
- research of available information from the local building department regarding Site development.
- review of available historic fire insurance rate maps

### 6.1 Historical Land Use Maps and Aerial Photographs

Land use maps and aerial photographs maintained by the California Department of Water Resources (CDWR) for surveys conducted in the years 1959, 1970, 1978, 1985, and 1993 reviewed for the Site and adjacent properties. The land-use maps are imposed on the Exeter, California, USGS topographic map (7.5-minute series). The 1958 aerial photograph (scale: 1 inch = 4,000 feet) is black and white and the remaining photographs were viewed as projected color slides.

At the time of the each survey, the Site was classified as industrial (the current foundry) and the properties adjacent to the Site were commercial land. An additional small building ("Cleaning Room" on Figure 2) which had been on the north end of the foundry is observed on the 1993 photograph.

The area to the east of the foundry buildings and west of the railroad right-of-way appears to be unpaved at the time of each photograph. No other land-use activity is observed on the photographs.

### 6.2 Interviews

At the time of the Site reconnaissance (Section 7.0), BSK interviewed Mr. Floyd Kopp, foundry superintendent. Mr. Kopp has worked at the foundry since 1989 and is also familiar with general foundry operations and records prior to that time. Information obtained during the interview was as follows:

- The foundry was established in 1948. For a short, undocumented period, a portion of the Site also contained a grape packing house and a wooden box factory. Expansion to the original foundry complex to include the "Core Room" occurred in the mid 1980s and the "No Bake Molding" and "Shakeout" rooms (Figure 2) were added in 1995.
- A small portion of the foundry also functioned as a brass foundry, which produced low volume of small parts for valve and gate assembly. Brass foundry-type operations ceased in 1993.
- A previously unpaved portion of the foundry was found to contain excessive concentrations of lead, which appeared to have originated from the bag house, and possibly former brass foundry, operations. Affected soils were excavated under

Department of Toxic Substances Control oversight and the area subsequently paved in 1996 (see Section 9.2, Agency Records Review).

A waste diversion and recycling program was implemented in 1989. Several innovative processes were implemented which resulted in the reduction of facility wastes to small quantities of waste oil and waste casting sand. The casting sand is used by the Tulare County Public Works Department as a road base.

More specific information obtained from Mr. Kopp regarding foundry operations is contained in Section 7.0, Site Reconnaissance.

### **6.3 Building Permits**

The Tulare County Building Department and City of Exeter were contacted to ascertain the presence of building permits addressing the Site (Section 9.3, Agency Inquiries). Available information was limited to applications for minor structural improvements performed in 1998 and 1999. No applications or permits for fuel or chemical storage facilities are contained in the files reviewed by the County and City representatives. Facility records were reviewed in conjunction with the Site Reconnaissance (see Section 7.0).

### **6.4 Fire Insurance Rate Maps**

Sanborn maps (fire insurance rate maps which often contain information regarding fuel or chemical storage features of a property, when present) maintained at the Tulare County Library for available years (1958, 1962 and 1970) were reviewed. The maps show no indication of fuel or chemical storage tanks or other containment features at the Site.

## **7.0 SITE RECONNAISSANCE**

A reconnaissance of the Site, and a review of properties adjacent to the Site, were conducted by BSK Senior Environmental Engineers, C. Scott Smith, P.E., and Kent R. Stringham, M.Eng., on December 13, 2000. During the Site reconnaissance, BSK was accompanied by Mr. Kopp and Mr. Ken Appling. Figure 2 identifies the principal features of the Site. Selected photographs taken at the time of the reconnaissance are presented as Figure 3, Site Photographs.

### *Foundry Operations*

Scrap iron is heated in a coke-fired furnace (cupola) to form molten metal. Included in the "charge" for the cupola are lime rock, sources of ferrosilica and ferromanganese ("metalloys") and coke. Materials which are not combustible are entrained in the molten metal. The scrap iron is from various sources including brake drums, water pumps, and steel barrels (Figure 3, No. 1).

Iron castings produced at the foundry are through the "green sand" process, "core sand" process or "no-bake mold" process. In each process, the castings produced are created from an impression made by a pattern in a compacted sand medium and the impression filled with molten metal.

The casting process begins with creating the impression in the molding sand. Cores are used to create more complicated shapes, holes or hollows in castings ("Core Room", Figure 2). The "green sand" (actually black sand which started as white sand prior to being heated by the molten metal) is made from silica, clay and binders. The cores, produced from bonded sand in special molds, are placed in the sand mold after the pattern impression is made. In the "no bake process," the molds used are held together using a binding agent.

After the castings have sufficiently solidified in the mold, the molds are opened and the castings are separated from the mold ("Shakeout" area, Figure 2). The molding sand is recycled through a sand reclamation system ("Sand Reclaimer", on Figure 2) in which the sand is cleaned and refreshed in this process. The sand eventually becomes excessively weathered and is removed from the process.

Prior to shipment, the raw casting surfaces are cleaned to remove residual sand and scale using at tumbler-type shot-blast machine (Figure 2) and selected surfaces are ground.

### *Waste Reduction*

The foundry uses a unique system whereby certain foundry waste materials are injected into the cupola furnace. About 10 to 15 pounds per minute of the following materials are injected or charged in the upper portion of the cupola coke bed.

- cupola ash
- cupola bag house ash and particulates (Figure 3, No. 2)

- blasting and grinding bag house dust
- coke fines
- gating assemblies (the sprues, runners and risers of the shakeout)
- recovered iron
- non-returnable steel drums and containers
- spent blasting shot

The cupola slag is typically used as road base.

#### *Other Interior Areas*

The foundry complex includes a maintenance shop, storage area, and office. Plant equipment repairs and maintenance are conducted in the maintenance shop. Occasional welding and machining occur. No solvent cleaning systems or other chemicals are stored or used in the area.

Various facility hardware is kept in the storage area.

#### *Exterior Areas*

The remainder of the foundry complex consists of open paved areas to the east of the foundry buildings, and a paved storage area to the north of the buildings (Figure 2). Within the storage area to the north are zones designated for temporary storage of:

- empty steel and plastic recyclable drums
- waste oil drums (Figure 3, No. 3)
- miscellaneous small foundry equipment and supplies within storage trailers (conex boxes)
- spent molding sand within a cubical (Figure 3, No. 4)
- an aboveground diesel storage tank (Figure 3, No. 5) for fueling of delivery vehicles

No indication of spillage or leakage of diesel oil, waste oil or other fluids was observed.

Storm water runoff from the foundry complex is toward G Street. Storm water is managed in accordance with the facility storm water management plan. No indications of sediment-



laden discharges (discolored paving or sediment accumulation) or gutter adjoining the foundry.

#### *Facility Records*

During the reconnaissance, Mr. Kopp presented foundry records pertaining to materials handling, chemical usage, regulatory activity and similar other pertinent information to BSK's for review. Pertinent records reviewed include the following:

- Correspondence and issued Authority to Construct and Permits to Operate from the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). No violations are indicated. Through the use of fogger system and other innovative technology, Waterman is reportedly in compliance with SJVUAPCD emission requirements.
- Internal memoranda addressing waste reduction policy and procedures.
- Chemical analyses of molding sand (the "green sand"), no-bake sand, and slag showing these materials to be absent of total heavy metal constituent concentrations which exceed Title 22 Threshold Limit Concentration (TTLC).
- Reports and regulatory agency correspondence addressing the cleanup of onsite soils containing lead concentrations in excess of the TTLC. Soils with total lead concentrations in excess TTLC were discovered in a previously unpaved portion of the Site. Affected soils were removed to the California Department of Toxic Substances Control (DTSC) satisfaction and incorporated into a paving mixture which was used on-site (Section 9.2, Agency File Review).

#### **8.0 ADJACENT PROPERTIES REVIEW**

Properties adjacent to the site comprise commercial land to the north, west and south and vacant land (railroad right-of-way) to the east. Adjacent property features were reviewed from Site boundaries and public roads adjacent to the Site. No fueling facilities, chemical storage areas, waste disposal sites or other land-use activities which appear to have the potential to environmentally impair the Site were observed.

## 9.0 REGULATORY REVIEW

BSK's regulatory review included selected agency file lists, as well as inquiries with selected agency representatives. Phase One, Inc. of Aliso Viejo, California was retained by BSK to perform a regulatory records search for Site and Vicinity properties that are contained on the below indicated USEPA and State of California lists. Appendix B contains a description of the USEPA and State regulatory programs associated with the lists reviewed.

### 9.1 Agency Lists Review

#### **USEPA**

The Site and Vicinity properties are not currently on the following USEPA lists:

- *Resource Conservation and Recovery Act Generators (RCRA Gen)*
- *RCRA - Hazardous Waste Treatment, Storage or Disposal Facilities (RCRA-TSD)*
- *Emergency Response Notification System (ERNS)*
- *Violators (RCRA-Violators)*
- *Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)*
- *National Emergency Response Notification System*
- *National Priority List (NPL)*

#### **State of California**

##### **CalSites**

The Site is listed due to a previous soils contamination issue (Section 7.0, Site Reconnaissance, Facility Records Review).

Additional Sites are listed as being in "no further action" status, indicating that agency concerns have been addressed.

The Site and Vicinity properties are not currently contained on the following State of California lists:

- *Leaking Underground Storage Tanks Inventory System (LUSTIS)*
- *Hazardous Waste and Substances List (HWSL)*
- *State CERCLIS*
- *Annual Work Plan (AWP, formerly the Bond Expenditure Plan)*

- Well Investigation Program (AB1803)
- Solid Waste Information System (SWIS)
- Solid Waste Water Quality Assessment Test (SWAT)
- Toxic Pits Cleanup Act (TPCA)

## 9.2 Agency Records Review

### *Department of Toxic Substances Control*

The DTSC file for the Site contained information on the soils cleanup conducted on the previously open area to the east of the foundry complex. What is now an onsite paved open area to the east of the foundry building was previously unpaved and owned by Southern Pacific Railroad. Sampling of surficial soils in 1991 (prior to paving) identified concentrations of total lead in excess the TTLC. The excessive lead concentrations were thought to have originated from the bag houses and possibly from the former brass foundry operations. However, collection and analyses of shallow soils in selected offsite areas well removed from the Site, found elevated levels of lead at some locations, thereby indicating high local background concentrations. The affected onsite soils were removed, under DTSC oversight, and incorporated into a paving mixture which was used onsite. Thereafter, DTSC indicated, by correspondence dated July 15, 1994, that Waterman has complied with their requirements. A copy of this correspondence is included as Appendix A.

## 9.3 Agency Inquiries

Inquiries were made with the following agency representatives to obtain supplemental data and information regarding the Site and Vicinity.

- Mr. Terry Fox, California Regional Water Quality Control Board, (559) 445-5116
  - Date: January 2, 2001
  - Subject: Site regulatory status
  - Findings: Due to the absence of waste discharges at the Site, it is not currently regulated by the CRWQCB.
- Mr. Greg Adams, Permits Coordinator, Tulare County Resource Management (559) 733-6291
  - Date: January 2, 2001
  - Subject: permit applications for the Site
  - Findings: Applications dated 1998 and 1999 only, addressing minor structural improvements.

- Ms. Betty Darb, Administrative Assistance, City of Exeter (559) 592-3710  
Date: January 2, 2001  
Subject: permit applications for the Site  
Findings: none on record.

## 10.0 SUMMARY OF FINDINGS

### 10.1 Site

Based on BSK's review of historical land-use maps, aerial photographs, inquiries, reviews and interviews, the Site has consisted of largely a foundry since the late 1940s. For a short, undocumented period, a portion of the Site also contained a grape packing house and a wooden box factory. The foundry has largely utilized scrap iron as feedstock for the production of gray iron castings for use in assembly of the manufacture of water supply valves and gate components at the Waterman Industries manufacturing plant located in south Exeter. A small portion of the plant also functioned as a brass foundry, with low volume output, which ceased operation in 1993.

Since 1989, all byproducts and waste materials are recycled within the plant or are made available for offsite interests. Plant waste materials which are temporarily stored onsite are limited to recyclable drum and other containers, and spent molding sand. Waste oil is picked-up by a local vendor for recycling. Following removal of recoverable iron at the main plant, the spent sand is made available to Tulare County Public Works for use as a road base material.

Soils at a previously unpaved on-site area, which contained concentrations of total lead in excess the Title 22 California Code of Regulations (22 CCR) for hazardous wastes. The affected soils were consequently removed, under California Department of Toxic Substances Control (DTSC) oversight, and incorporated into a paving mixture which was used on-site. Thereafter, DTSC indicated, by correspondence dated July 15, 1994, that Waterman complied with their requirements.

BSK's reviews and inquiries found no indications of other previous recognized environmental conditions at the Site or conditions at properties within 1/4-mile of the Site which appear to have the potential to environmentally impair the Site.

No cracked or friable building materials or painted surfaces were readily visible from the ground during the site reconnaissance. Based on the age of the facility buildings, ACBMs and/or lead-based paint could be present. Depending on the planned usage of the building and the Client's risk-management needs, testing for ACBMs by a Certified Asbestos

Consultant and for lead-based paint may be desired. If demolition or remodeling occurs, such testing would be required by governmental agencies.

#### 10.2 Adjoining and Vicinity Properties

Vicinity properties which contained on regulatory agency lists reviewed involve prior issues which have been addressed to oversight agency satisfaction.

### 11.0 LIMITATIONS

This report has been prepared for the exclusive use of Client and Client's lending institution (Wells Fargo Bank). It is strictly prohibited for others to use or rely on the information contained in this report unless given express written consent by BSK,

This report has been prepared in accordance with generally accepted methodologies and standards of practice in Tulare County, limited to the Scope of Assessment stated herein. No other warranty, either express or implied, is made as to the findings or conclusions included in this report.

The findings and conclusions presented are based on field review and observations, and on data obtained from the sources listed in the report, and are valid as of the present. The passage of time, natural processes or human intervention on the Site or adjacent properties and changes in regulations can cause changed conditions which can invalidate the findings and conclusions presented in this report. This report provides neither certification nor guarantee that the property is free of hazardous substance contamination.

BSK & Associates

## 12.0 REFERENCES

ASTM, 2000, American Society of Testing Materials Standards on Environmental Site Assessments for Commercial Real Estate, E-1527-00.

USDA, 1982, United States Department of Agriculture, Soil Conservation Service, *Soil Survey, Tulare County, California Central Part*

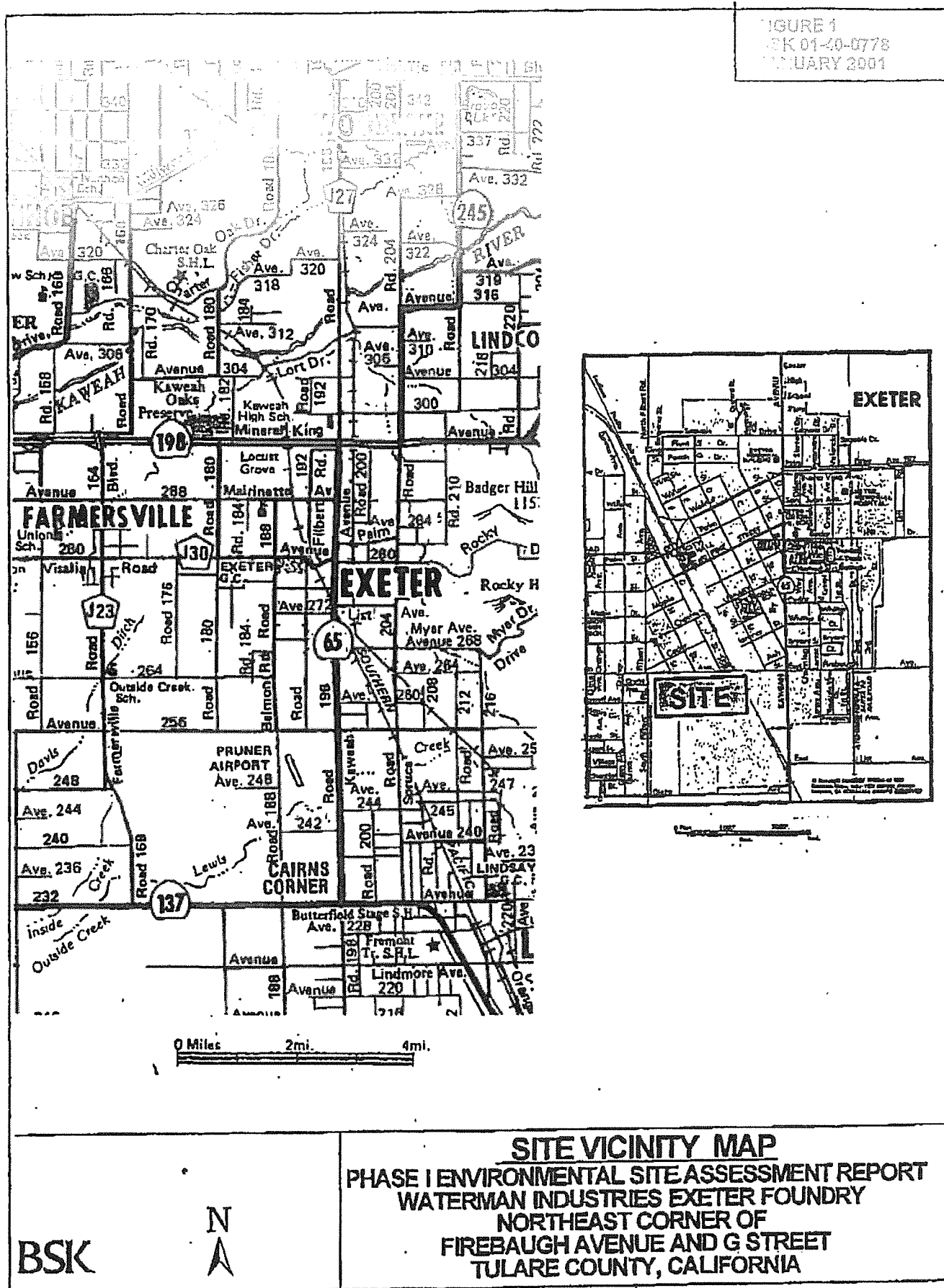
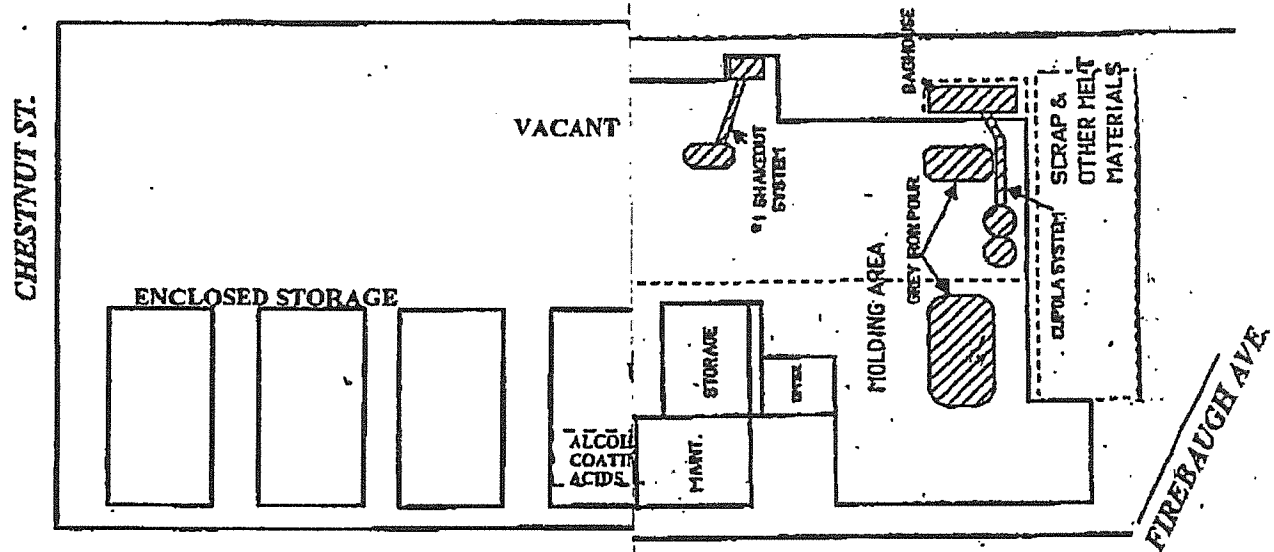


FIGURE 2  
 ESK 01-40-0778  
 JANUARY 2001

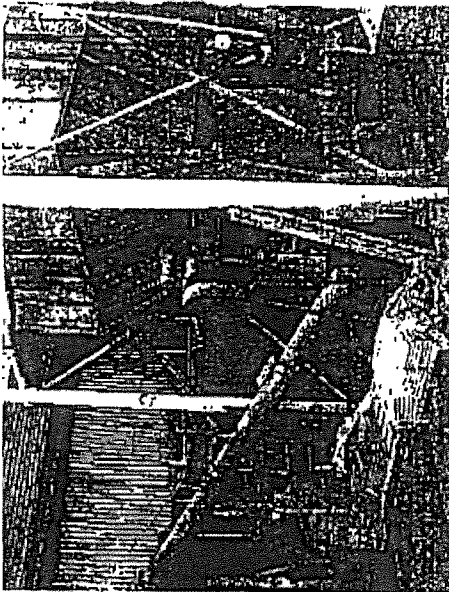


### SITE PLAN

MENTAL SITE ASSESSMENT REPORT  
 INDUSTRIES EXETER FOUNDRY  
 OF FIREBAUGH AVENUE AND G STREET  
 RE COUNTY, CALIFORNIA

BSK

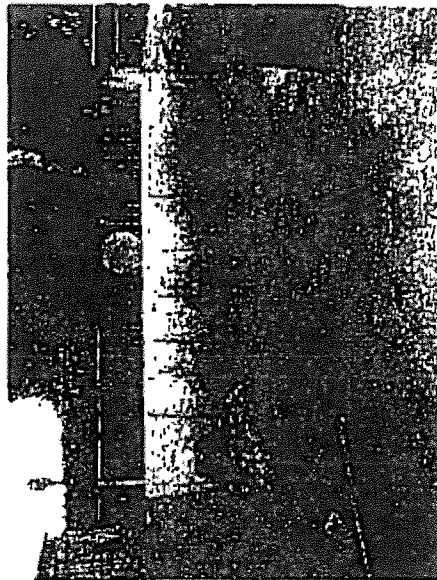




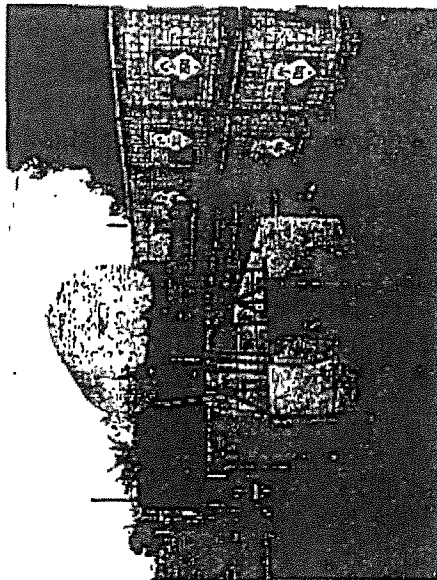
NO. 2 CUPOLA BAG HOUSE (LOOKING NORTHWEST WITHIN SOUTHERN PORTION OF SITE)



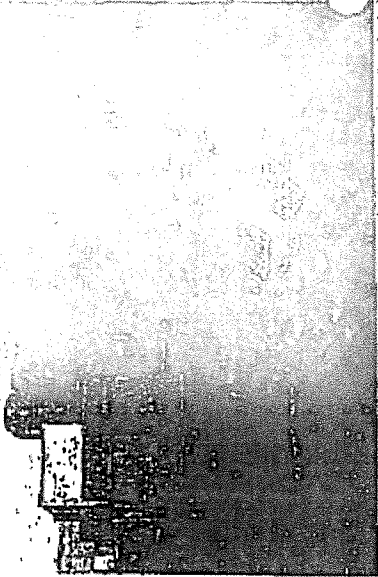
NO. 1 SCRAP IRON PILE (LOOKING EAST WITHIN SOUTHERN PORTION OF SITE)



NO. 4 SPENT MOLDING SAND STORAGE AREA (LOOKING EAST WITHIN NORTHERN PORTION OF SITE)



NO. 5 ABOVE-GROUND DIESEL STORAGE TANK (LOOKING WEST WITHIN NORTHERN PORTION OF SITE)



NO. 3 DRUM STORAGE AREA (LOOKING NORTH WITHIN NORTHERN PORTION OF SITE)

SITE PHOTOGRAPHS

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT  
WATERMAN INDUSTRIES EXETER FOUNDRY  
NORTHEAST CORNER OF FIREBAUGH AVENUE AND G STREET  
TULARE COUNTY, CALIFORNIA

BSK

**APPENDIX A**  
**Agency Correspondence**

**BSK**

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

REGION 1  
1515 TOLLHOUSE ROAD  
CLOVIS, CA 93611  
(209) 297-3901

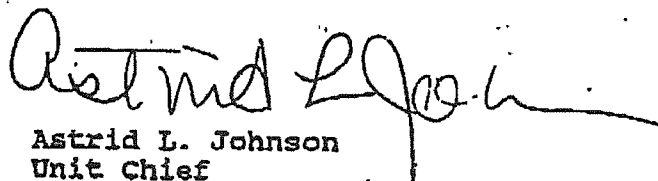
July 15, 1994

Mr. Don F. Appling, President  
Waterman Industries, Inc.  
P.O. Box 458  
Exeter, California 93221-0458

Dear Mr. Appling:

The Department has received and evaluated the last of the samples obtained from the treated soil at Waterman Foundry. Based on all of the sample results and inspections, the Department has concluded that Waterman Industries has complied with the Stipulation and Order, signed by Waterman Industries on July 2, 1993, and signed by the Department on July 9, 1993. The treated soil is now considered to be non-hazardous by the Department. Please feel free to contact David L. Shumate at (209) 297-3950 if you have any questions.

Sincerely,



Astrid L. Johnson  
Unit Chief  
Surveillance and  
Enforcement Branch

cc: Mr. Robert C. Michael  
P.O. Box 118  
Santa Barbara, CA 93102

Mr. David W. Fishel, Director  
Tulare County Environmental Health  
County Civic Center  
Visalia, CA 93277

## **APPENDIX B**

### **Summary of Regulatory Agency Program Lists**

APPENDIX B  
SUMMARY OF REGULATORY AGENCY PROGRAM LISTS

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The summaries of regulatory program lists herein do not present legal opinions. An attorney was not contacted regarding these summaries or their ramifications on real property transfer.

### USEPA LISTS

#### CERCLIS

The Comprehensive Environmental Response Compensation and Liability Act (CERCLA or "Superfund"), 42 USC Section 9601, was passed in 1980 to provide for a Federal response to hazardous substances in the environment.

CERCLIS list is a database used by the USEPA to track activities conducted under its Superfund Program. Sites which come to EPA's attention that may have a potential for releasing hazardous substances into the environment are added to the CERCLIS inventory.

#### NPL

The USEPA has prioritized sites with significant risk to human health and the environment. These sites may receive remedial funding under the Comprehensive Environmental Response Conservation and Liability Act (CERCLA).

#### RCRA-TSD

The RCRA-TSD data base includes regulated facilities that have notified the USEPA which treat, store, or dispose of hazardous wastes.

#### RCRA-Gen

The RCRA-Gen data base includes regulated facilities that have notified the USEPA which generates hazardous wastes.

#### RCRA Violators

RCRA provides for "cradle to grave" regulation of hazardous wastes. Evaluation of potential violations, ranging from manifests requirements to hazardous waste discharges in conducted by the USEPA.

#### ERNS

ERNS are a national database of reported releases of hazardous waste substances.

## STATE OF CALIFORNIA LISTS

HWSL

The Hazardous Waste and Substances Sites List (Cortese List) was consolidated by the Office of Permit Assistance, within the Office of Planning and Research. The list is a compilation of information held by various state regulatory agencies about properties or wells within California that have confirmed contamination.

The Hazardous Substance Account Act (adopted in September, 1981) is somewhat analogous to the CERCLA and creates a provision for the State, as represented by the Department of Toxic Substance Control (DTSC) Annual Work Plan (AWP) (formerly known as Bond Expenditure Plan), to respond to hazardous substance releases, provide personal compensation for losses related to exposure, and make available to the State adequate funds to meet Federal responsibilities mandated by CERCLA.

The Hazardous Substance Account Act requires that the DTSC develop a site specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. The Plan is a five-year plan which lists sites that are in various stages of classification relative to the DTSC's Abandoned Sites Assessment Program or Site Evaluation Program (SEP). The SEP is responsible for identifying and evaluating potential hazardous waste sites. The database employed for the SEP is known as the Abandoned Sites Program Information System (ASPIS). Sites listed have generally been identified from the ASPIS as having known contamination. Sites named on the ASPIS list will only be named in the AWP if a health risk is considered significant by the DHS.

Under the California Health and Safety Code, the DTSC has the authority to impose land-use restrictions on:

- "Hazardous waste property" (land on which hazardous waste has been deposited and which creates a significant existing or potential hazard to present or future public health or safety) or
- "Border zone property" (property located within 2,000 feet of a "hazardous waste property").

CalSites

The Historical Abandoned Site Survey Program maintained by the DTSC identifies certain potential hazardous waste sites. These site determinations were generally not made via sampling and site characterization. They were made as a result of file searches and drive-by surveys. Some of the sites may have had a site inspection and sampling.

\* \* \* Journal (May. 11. 2005 2:32PM) \* \* \*

1) Realty World Strachan/Garber  
2)

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Date	Time	Sender	Mode	RXtime	Page	Result	User Name	No.

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	11:30AM	209 8336-8668	G3RES	0:36	P.	1 OK		9956
	11:33AM	209 8336-8668	G3RES	1:17	P.	1 OK		9958
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	12:53PM	559 437 3902	G3RS	1:07	P.	2 OK		9962
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	9:00PM	5594315339	G3RED	0:29	P.	1 OK		9980
	May. 10.	7:43AM	Via Fax	G3RES	1:39	P.	1 OK	
7:47AM		949-900-3501	G3RES	1:15	P.	1 OK		9984
8:44AM		Via Fax	G3RES	1:39	P.	1 OK		9986
9:00AM		Health Services	G3RES	0:50	P.	1 OK		9988
9:31AM		Health Services	G3RES	0:53	P.	1 OK		9990
9:53AM		8006539941	G3RES	0:16	P.	1 OK		9992
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11:27AM		1 559 449 7770	G3RES	0:23	P.	1 OK		9996
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12:44PM		4153928216	G3RED	0:58	P.	2 OK		0006
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1:35PM			G3RS	0:18	P.	1 OK		0012
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9:14PM			G3RES	0:29	P.	1 OK		0020
May. 11.		2:11AM	Financial Services	G3RED	1:23	P.	2 OK	
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	10:51AM		G3RED	0:27	P.	1 OK		0036
	10:52AM		G3RED	0:27	P.	1 OK		0038
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	2:27PM		G3RES	5:24	P.	27 OK		0046

TX Count 000058

RX Count 015077

# : Batch  
M : Memory  
S : Standard  
R : Reduction  
N : RX Notice Req.

C : Confidential  
L : Send later  
D : Detail  
H : Stored/D. Server  
A : RX Notice

S : Transfer  
@ : Forwarding  
F : Fine  
x : LAN-Fax

P : Polling  
E : ECM  
U : Super Fine  
+ : Delivery

The ASPIS database, currently known as CalSites, contains a listing of sites which either have been or are under investigation by the DTSC or other regulatory agencies. The information has been compiled into this database by the CalEPA in accordance with Section 253596 of the California Health and Safety Code.

#### AWP

The Health and Safety code, as amended by AB129, requires the DTSC to develop a site-specific expenditure plan as the basis for an appropriation of California Hazardous Substance Cleanup Bond Act of 1984 funds.

DTSC is also required to update the report annually and report any significant adjustments to the Legislature on an ongoing basis. The plan identifies California hazardous waste sites targeted for cleanup by responsible parties, the DTSC and the USEPA over the next five years.

#### HWSL

The Hazardous Waste and Substances Sites list (Cortese List) was consolidated by the Office of Permit Assistance, within the Office of Planning and Research. The list is a compilation of information held by various state regulatory agencies about properties or wells within California that have confirmed contamination.

#### SWAT

This program, provided for under the Calderon legislation (Section 13273 of the Water Code), requires disposal sites with more than 50,000 cubic yards of waste provide sufficient information to the Regional Water Quality Control Board (CRWQCB) to determine whether or not the site has discharged hazardous substances. Facilities or sites are ranked within each region on a scale of 1-15 according to priority. The SWAT targets sites where there is a possible risk of hazardous waste escaping from landfills, threatening both water and air quality.

#### SWIS

As legislated under the Solid Waste Management and Resource Recovery Act of 1972, the California Waste Management Board maintains lists of certain facilities, i.e. Active solid waste disposal sites, Inactive or Closed solid waste disposal sites and Transfer facilities.

#### LUFTIS

The Leaking Underground Storage Tanks Information System is maintained by the State Water Resource Board pursuant to Section 25295 of the Health and Safety Code.



TPCA

The Toxic Pits Clean-Up Act places limitations on the discharge of liquid hazardous wastes into surface impoundments, toxic ponds, pits and lagoons. The list of TPCA sites was maintained by the CRWQCB and is no longer updated.

AB1803

Under AB1803, the Well Investigation Program identifies groundwater that is contaminated and empowers the California Department of Health Services, Office of Drinking Water and local health officers to order ongoing monitoring programs. The focus of this program is to monitor and protect drinking water. The list of contaminated water wells was prepared by the CRWQCB and as of 1991 is no longer updated.





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SFSU

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37.4° N 119° 08' 26.9" W elev 384 ft

Streaming 100%

Eyo





06-10

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SFST

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Google

Streaming 100%

30° W 06° 38' N

Eye alt 100m