

**CITY OF SACRAMENTO
DEPARTMENT OF PLANNING & DEVELOPMENT
ZONING ADMINISTRATOR
1231 I Street, Sacramento, CA 95814**

ACTION OF THE ZONING ADMINISTRATOR

On Tuesday February 22, 1994 the Zoning Administrator approved with conditions a lot line adjustment and a Variance (Z93-088) in order to develop an on-site parking lot for two apartment buildings. Findings of Fact and conditions of approval for the project for the Variance are listed on page 3. The Lot Line Adjustment/Parcel Merger resolution is attached (ZA94-003)

Project Information

- Request: 1. Lot Line Adjustment and Parcel Merger to adjust the common property lines between four parcels and reduce the number of parcels from four to two on 0.24± partially developed acres in the Multi-Family (R-3A) zone.
2. Zoning Administrator Variance to waive the required six foot solid masonry wall along the north interior property line.

Location: 801 and 805 F St

Assessor's Parcel Number: 002-0104-020,021,023,024

Applicant: Corelis Associates
 1500 15th Street, #101
 Sacramento, CA 95814

Property Joan Washburn
Owner: PO Box 3007
 Sacramento, CA 95814

General Plan Designation: High Density Residential (30± du/na)
Central City

Community Plan Designation: Multi-Family

Existing Land Use of Site: Vacant and Uninhabited Apartment Buildings

Existing Zoning of Site: Multi-Family (R-3)

Surrounding Land Use and Zoning:

North: R-O; Single Family Residence
South: O-B; Parking Lot
East: R-O; Vacant
West: R-O; Parking Lot

Property Dimensions: 128 feet x 80 feet
Property Area: 0.24± acres
Topography: Flat
Street Improvements: Existing
Utilities: Existing

Project Plans: See Exhibit A, C, D, E, and F

Legal Description: See Exhibits B-1 and B-2

Additional Information

The applicant proposes to adjust the property lines for four parcels and reduce the number of parcels from four to two. The lots are being configured to provide parking for two existing apartment buildings. Each parcel will have one apartment building and several parking spaces; however, the proposed property line will divide the parking lot. The proposed configuration reflects the desires of the owner to keep separate parcels and the Alkali Flat PAC's desire to have parking on each parcel. The additional parking is not required by the Zoning Ordinance for the apartments.

The Zoning Ordinance requires a six foot solid masonry wall along the parking area if the adjacent parcel is zoned for residential uses. The applicant would be required to construct a wall along the north property line. The applicant is requesting a Variance in order to construct a decorative six foot wrought iron fence in place of the wall. The property owner to the north has specifically asked for a decorative wrought iron fence to provide her historical structure with light and air.

The site is located within the Alkali Flat PAC and the Alkali Flat Neighborhood Improvement Association neighborhood organization area. The proposed plans have been submitted to the PAC and the neighborhood association. The PAC voted to support the entitlements and the project. The site is also located within a Preservation Area which requires Design Review/Preservation Board action on the project. The applicant has already submitted the formal application and the Board had its first hearing on the project on February 16, 1994.

Agency Comments

The proposed project has been reviewed by the City Transportation Division, Utilities Division, and Engineering Development Services. The comments received have been included as conditions in the attached resolution.

The Engineering - Development Services Division made additional comments (informational in nature) for the applicant concerning future requirements that will be required of the project during the Building Permit phase for the parking lot and apartment rehabilitation. The future requirements include:

1. The existing driveway shall be reconstructed to a 24 foot width requiring the relocation of an existing power pole. The gate shall be twenty feet from the property line.
2. On-site grading, paving, and drainage shall be approved by Public Works prior to issuance of a building permit.

Environmental Determination

This project will not have a significant effect on the environment and is exempt from environmental review pursuant to State EIR Guidelines (California Environmental Quality Act, Sections 15305{a} and 15303{e}).

Conditions of Approval- Variance

1. The applicant shall construct a decorative wrought iron fence along the north property lines. Size, design, materials, and location of the fence shall conform to the plans submitted.
2. Final landscape plans for the project, including the consideration of screening landscaping adjacent to the north property line, shall be subject to the review and approval of the City Design Review/Preservation Board prior to issuance of building permits.

Findings of Fact:

1. Granting the variance does not constitute a special privilege extended to an individual applicant in that a variance would be and has been granted to other property owners facing similar circumstances.
2. Granting the variance request does not constitute a use variance in that an apartment building is allowed in the Multi-Family (R-3A) zone.
3. Granting the request will not be injurious to public health, safety, or welfare nor result in a nuisance in that:
 - a. the proposed fence is compatible in size and style with the adjacent residential properties;
 - b. a six foot decorative wrought iron fence will be constructed along the interior property line; and
 - c. the adjacent single family home owner prefers the wrought iron fence to a wall.

4. The project is consistent with the General Plan and the Central City Community Plan which designate the subject site as High Density Residential (30± du/na) and Multi-Family respectively.

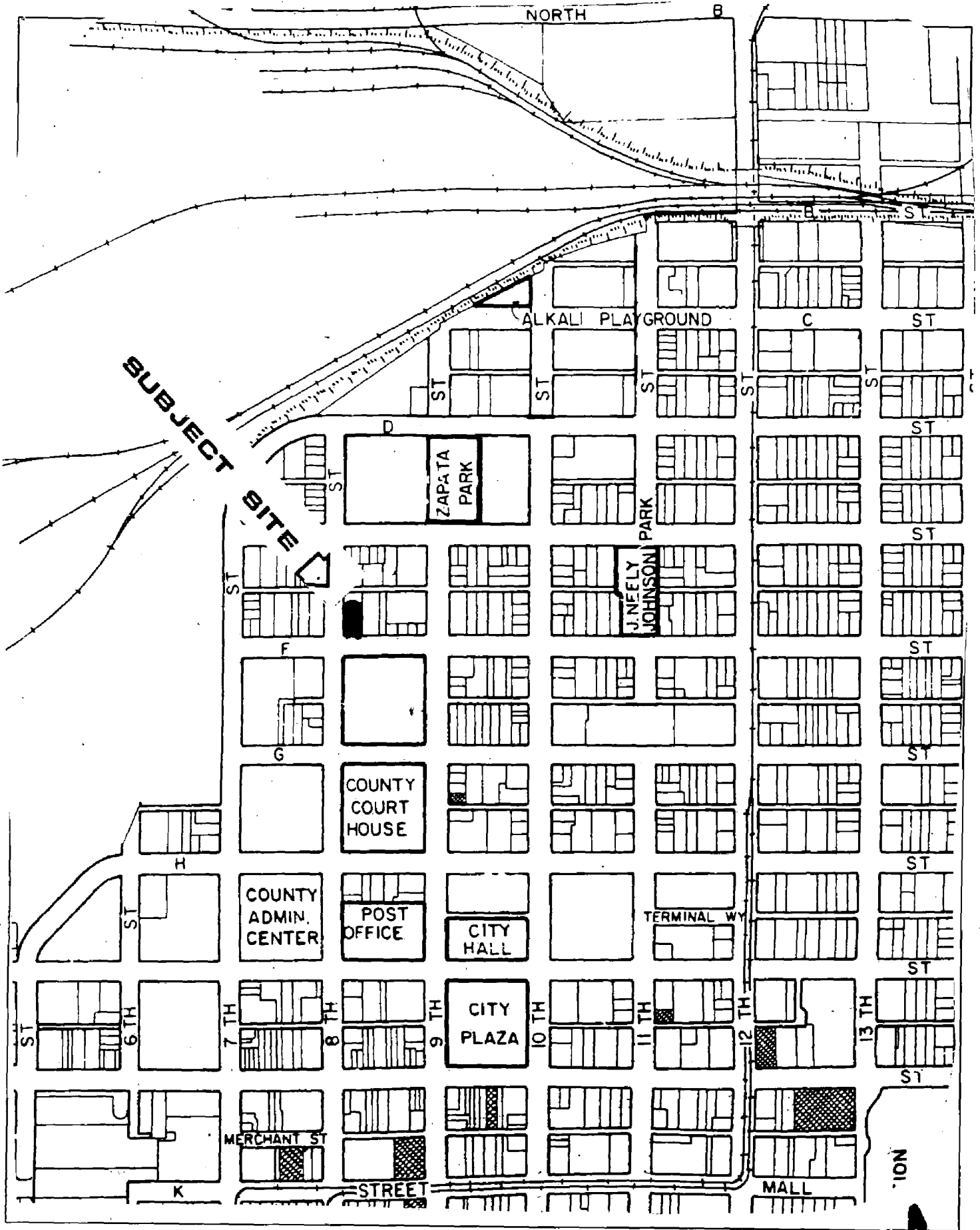
Joy D. Patterson

Joy D. Patterson
Zoning Administrator

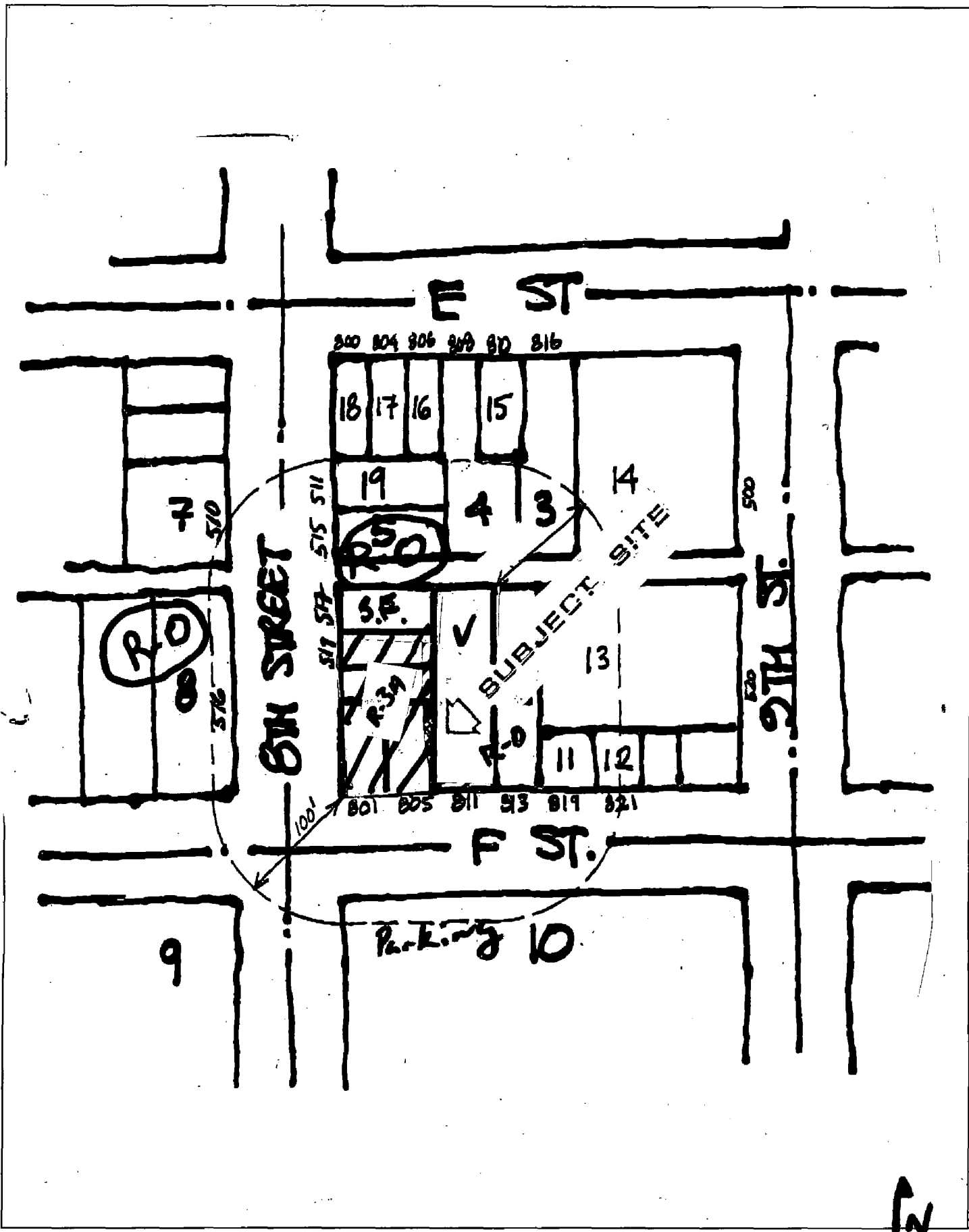
The decision of the Zoning Administrator may be appealed to the Planning Commission. An appeal must be filed within 10 days of the Zoning Administrator's hearing. If an appeal is not filed, the action of the Zoning Administrator is final.

Note: The applicant will need to contact the Public Works Department - Development Division (Anwar Ali, 264-7210) after the appeal period is over to record a certificate of compliance to complete the lot line adjustment/parcel merger.

cc: File (original)	ZA Resolution Book
Applicant	Public Works
ZA Log Book	Design Review staff - Luis Sanchez



VICINITY MAP



LAND USE & ZONING MAP

ITEM

FEBRUARY 17, 1994

293-088

PROJECT DATA

The Renovation of 801 and 805 F Street will be a significant upgrade of these existing dilapidated apartment buildings. The project will renovate two structures conveniently located within easy walking distance of the Courts, County and City offices and downtown shopping areas.

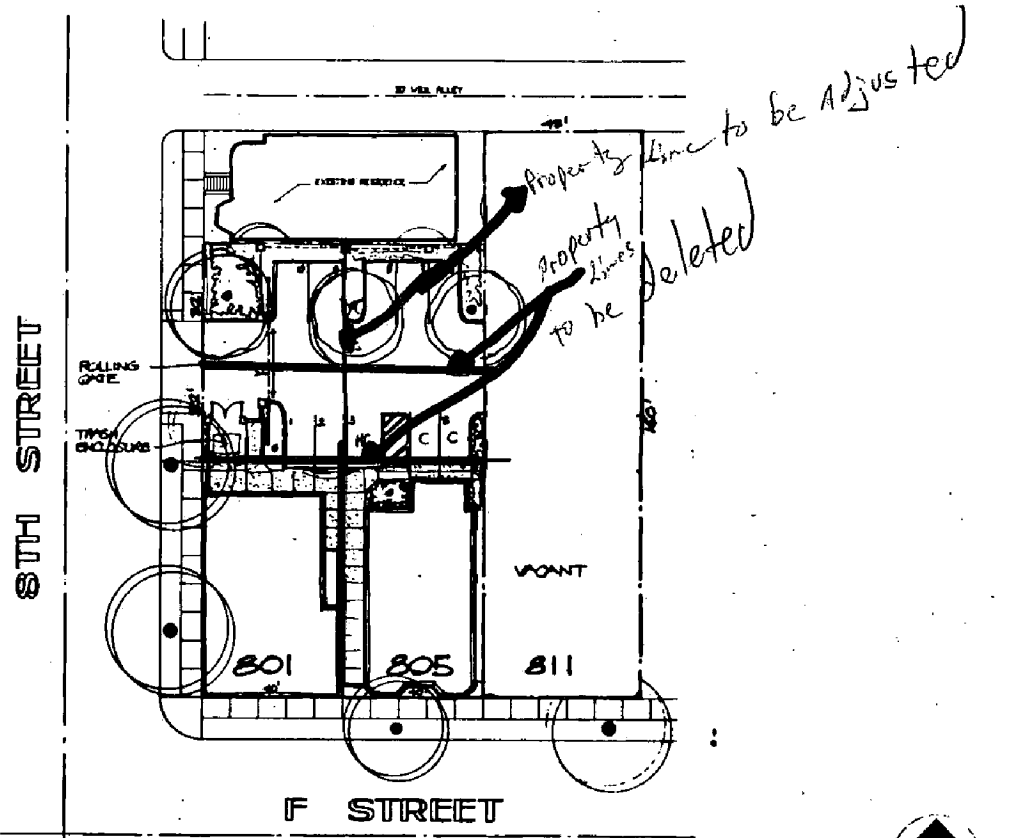
Presently fire damaged or largely uninhabited, the renovated buildings will provide 18 modernized 1 bedroom and studio apartments as well as off-street parking for the residents and their guests.

801 F Street will have 6 Studios ranging from 297 to 360 square feet in area and 6 One Bedroom apartments ranging from 474 to 543 square feet in area.

805 F Street will have 6 One Bedroom apartments of 713 square feet in area.

In addition to the interior improvements the exterior of both building will be completely renovated. The existing disjointed combination of brick, aluminum siding, and wood will be removed, along with the obsolete fire escapes. A cement plaster finish will be used for the walls, with decorative trim and moldings at doors, windows and frieze to add visual richness and detail. The visible roofing materials will be a flat, slate finish tile. Stairwells will be opened up with windows and french doors to balconies overlooking F Street. Ornamental iron railings, painted a deep green, will complete the simple palette of materials. To maintain design integrity all publicly visible elevations will receive consistent design and material treatment as shown on the elevations.

The site includes 10,340 square feet (0.26 acre) of area. Primary access to the apartments will remain at their present main entrances on F Street. The existing earth and gravel parking area will be improved to city standards with 7 standard stalls, 2 compact stalls and 1 handicapped access stall in the enclosed parking area. A rolling ornamental iron gate will control access to the parking area from 8th Street. The gate is set back from the sidewalk 18 feet to avoid blocking the sidewalk while the gate is opening. The parking area will be enclosed with ornamental iron fencing and columns to match the buildings. Landscaping will be to City standards. Secondary entrances for the residents and for fire access and exiting are provided at the rear and side of the buildings.



SITE PLAN

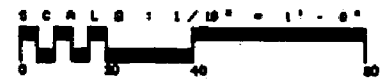


EXHIBIT A

RENOVATION OF 801 & 805 F STREET

SACRAMENTO CALIFORNIA

JOAN WASHBURN ENTERPRISES, OWNER

CS
 CONEIL ASSOCIATES
 Architects & Planners
 280 18th Street, Suite 202
 Sacramento, CA 95811-4282
 916 442-7124
 916 442-8282

15 OCT. 9
10 JAN. 9

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EXHIBIT - B-1

Adjusted EXHIBIT "A"

All that real property situate in the City of Sacramento, State of California, described as follows:

The south 128 feet of the west One-Half of Lot 8 in the block bounded by "E" and "F" 8th and 9th streets of the City of Sacramento, according to the map or plan thereof.

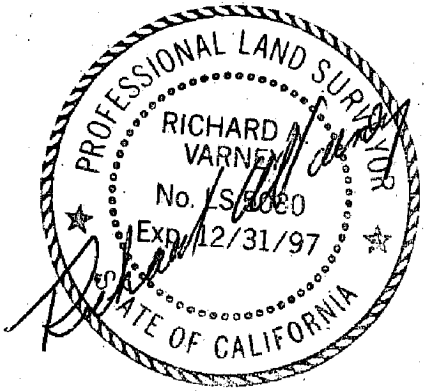


EXHIBIT - B-2

EXHIBIT "8"

All that real property situate in the City of Sacramento, State of California, described as follows:

The south 128 feet of the east One-Half of lot 8 in the block bounded by "E" and "F" 8th and 9th streets of the City of Sacramento, according to the map or plat thereof.

TOGETHER WITH A NON-EXCLUSIVE easement through the west one-half of the south 128 feet of lot 8, for the right of ingress and egress to the existing parking area.

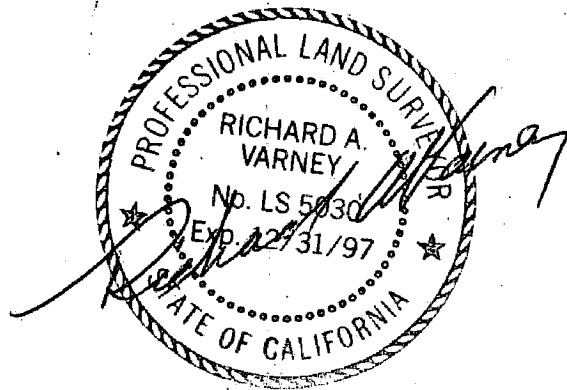
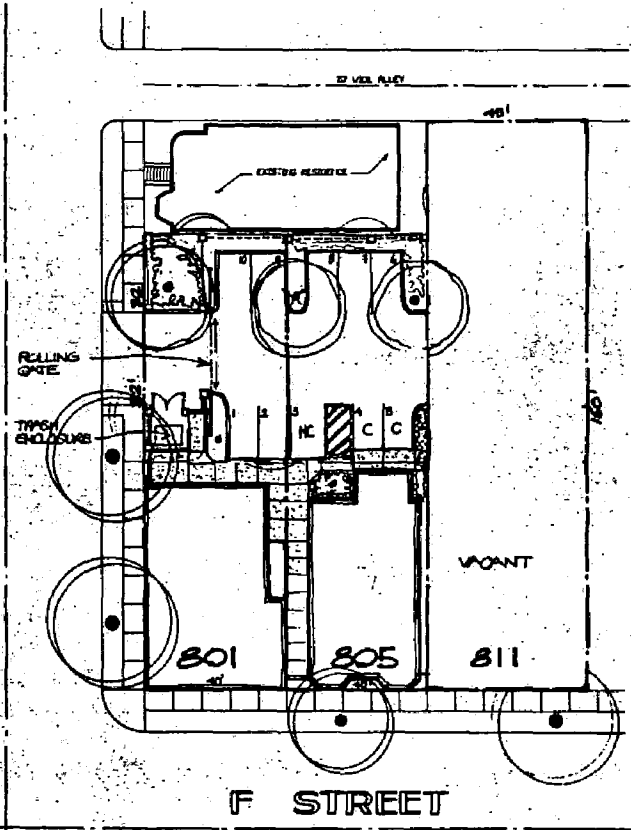


EXHIBIT - C
880-367

8TH STREET



SITE PLAN

PROJECT DATA

The Renovation of 801 and 805 F Street will be a significant upgrade of these existing dilapidated apartment buildings. The project will renovate two structures conveniently located within easy walking distance of the Courts, County and City offices and downtown shopping area.

Presently fire damaged or largely uninhabited, the renovated buildings will provide 18 modernized 1 bedroom and studio apartments as well as off-street parking for the residents and their guests.

801 F Street will have 6 Studios ranging from 297 to 330 square feet in area and 6 One Bedroom apartments ranging from 474 to 542 square feet in area.

805 F Street will have 6 One Bedroom apartments of 712 square feet in area.

In addition to the interior improvements the exteriors of both building will be completely renovated. The existing disjointed combination of brick, aluminum siding, and wood will be removed, along with the obsolete fire escapes. A cement plaster finish will be used for the walls, with decorative trim and moldings at doors, windows and frieze to add visual richness and detail. The visible roofing materials will be a flat, slate finish tile. Stairwells will be opened up with windows and french doors to balconies overlooking F Street. Ornamental iron railings, painted a deep green, will complete the simple palette of materials. To maintain design integrity all publicly visible elevations will receive consistent design and material treatment as shown on the elevations.

The site includes 10,240 square feet (0.26 acre) of area. Primary access to the apartments will remain at their present main entrances on F Street. The existing earth and gravel parking area will be improved to city standards with 7 standard stalls, 2 compact stalls and 1 handicapped access stall in the enclosed parking area. A rolling ornamental iron gate will control access to the parking area from 8th Street. The gate is set back from the sidewalk 18 feet to avoid blocking the sidewalk while the gate is opening. The parking area will be enclosed with ornamental iron fencing and columns to match the buildings. Landscaping will be to City standards. Secondary entrances for the residents and for fire access and exiting are provided at the rear and side of the buildings.

RENOVATION OF 801 & 805 F STREET

SACRAMENTO CALIFORNIA

JOAN WASHBURN ENTERPRISES, OWNER

CORLE ASSOCIATES
Architecture & Planning
182 12th Street, Suite 22
Sacramento, CA 95814-6227
916 442-7414 Voice
916 442-0882 FAX

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ITEM

FEBRUARY 1, 1994

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243-088

FEBRUARY, 1999

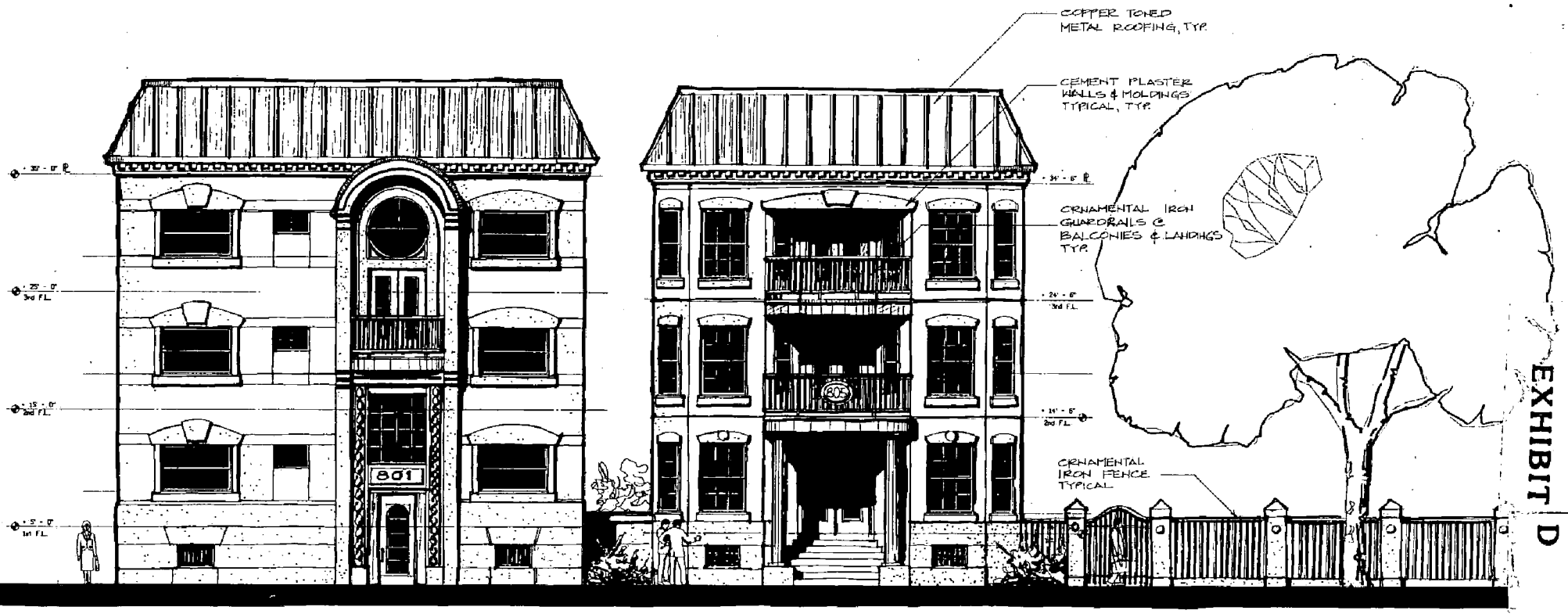
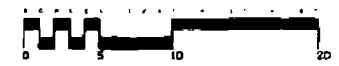


EXHIBIT D

SOUTH ELEVATION - F STREET



RENOVATION OF 801 & 805 F STREET

SACRAMENTO CALIFORNIA

JOAN WASHBURN ENTERPRISES, OWNER

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15 OCT. 99

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RENOVATION OF 801 & 805 F STREET

SACRAMENTO CALIFORNIA

JOAN WASHBURN ENTERPRISES, OWNER

NORTH ELEVATION - PARKING LOT

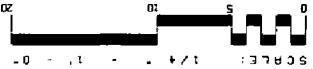



EXHIBIT - E

NEIGHBORHOOD

293-088


CONRAD'S ASSOCIATES INC.
 ARCHITECTS
 1500 15th Street, Suite 101
 Sacramento, CA 95811-8377
 (916) 443-7414 FAX
 (916) 443-0820 TEL

15 OCT. 93

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FEBRUARY

293-088

RENOVATION OF 801 & 805 F STREET
SACRAMENTO CALIFORNIA
JOAN WASHBURN ENTERPRISES, OWNER

WEST ELEVATION - 8TH STREET

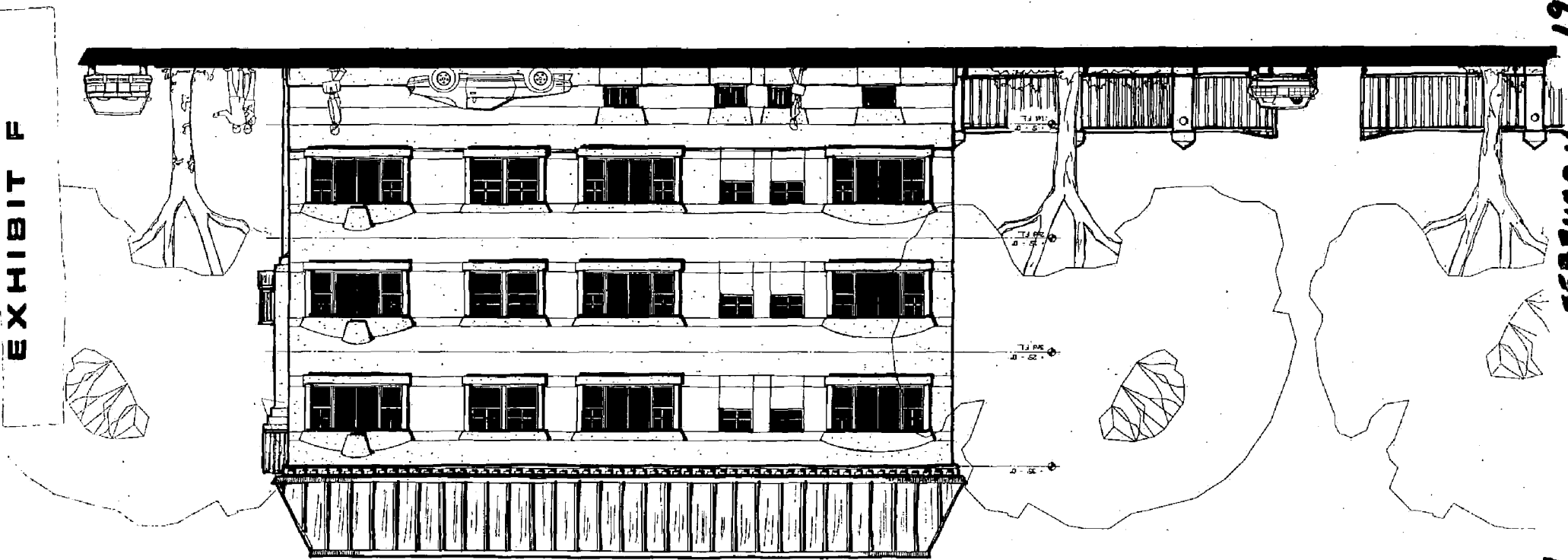
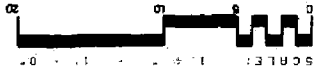


EXHIBIT F

4

CONRUS ASSOCIATES
Architectural & Planning
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Sacramento, CA 95811-0207
(916) 443-7418
FAX (916) 443-0880

15 OCT 95

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Recording requested by and
when recorded mail to:

Redevelopment Agency of the
City of Sacramento
630 I Street
Sacramento, Ca. 95814

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY

This agreement containing covenants affecting real property is entered into on April 24, 1986, by and between the Redevelopment Agency of the City of Sacramento, a public body corporate and politic (the "Agency"), and Joan A. Washburn, an unmarried woman (the "Owner").

RECITALS

A. The Agency is the Owner of certain redevelopment sites in the Alkali Flat Project Area, Project No. 6 (the "Project Area"), in the City of Sacramento, which Project Area is covered by a Redevelopment Plan adopted by the City Council by Ordinance No. 3086, Fourth Series, on February 10, 1972, and amended by Ordinance No. 4403, Fourth Series on August 12, 1980, and amended by Ordinance No. 84-073 on July 17, 1984; and.

B. A copy of the Redevelopment Plan as it was initially adopted was recorded in the Office of the Sacramento County recorder on February 15, 1972, in Book 72-02-15 of Official Records at Page 296, as amended of record; and

C. For the purpose of providing adequate safeguards so that the work of redevelopment will be carried out pursuant to the Redevelopment Plan and for the purpose of the state Community Redevelopment Law, the Owner and the Agency have agreed to subject the real property hereinafter described to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of all property within said Project Area, and passed with said property in each and every parcel thereof and shall apply to and bind the successors and any owner thereof as covenants running with the land, in equitable servitude.

Therefore, the Agency and Owner agrees as follows:

1. Property Subject to This Agreement

The real property which is, shall be, held, conveyed, transferred and sold subject to this Agreement is located in the City of Sacramento, County of Sacramento, State of California, and is more particularly described in Exhibit A attached to this Agreement and incorporated herein by reference (the "Property").

2. Site Map

Attached hereto as Exhibit B and incorporated herein by reference is a map of the Property subject to this Agreement.

EXHIBIT B

DEED OF TRUST PROVISIONS

"In the event Trustor, without the prior written consent of the Beneficiary, sells, or conveys its interest in the real property or any part thereof or any interest therein, Beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms "Trustor" and "Beneficiary" include their successors."

"In the event Trustor changes the use of the real property from an automobile off-street parking lot for the vehicles of the occupants of residential structures at 801 and 805 F Street, Sacramento, California, Beneficiary may, at its option, declare all sums secured hereby immediately due and payable."

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3. Land Use

The Property described in Section 1 of this Agreement shall be used only for purposes specifically authorized in the Redevelopment Plan and subsequent amendments to the Redevelopment Plan.

The structures located on the Property described in Section 1 of this Agreement are being rehabilitated by the Owner and shall consist of the following residential units at completion:

801 F Street	Six (6) studio apartments Six (6) one-bedroom apartments
805 F Street	Six (6) two-bedroom apartments

After rehabilitation, the Owner agrees to strictly maintain and retain the eighteen (18) residential units as described above for a minimum period of ten (10) years from the date of this Agreement.

4. Upkeep and Maintenance

It is the responsibility of the Agency to oversee the rehabilitation and/or reconstruction of a portion of the City and to protect continuous economic stability to improve the environment. Therefore, the owner will be required to maintain properly and consistently the subject real property and all improvements on it to a degree that does not detract from or degrade that of the neighborhood. Therefore, guidelines for minimum quality of exterior maintenance are hereby stated:

A. Building Upkeep. The exterior appearance of all buildings and structures are to be kept in a clean and attractive condition. Refinishing of any and all surfaces is to be performed immediately when observed to be needed due to damage or deterioration.

B. Grounds Upkeep. All surfaces and landscaped areas within the Property and those adjacent to the Property that are to be maintained by the Property owner are to be kept in a condition consistent with top quality landscape care. All lawn areas are to be kept fully planted and regularly mowed. Shrubs and trees are to be properly and consistently pruned. All landscaped areas are to be kept free of weeds, undesirable plants and trash.

C. Trash Storage. All trash, including lawn, shrub and tree cuttings, is to be placed in a screened enclosure when stored for pickup. No collected trash of any kind is to be allowed to stand outside of an enclosure for more than eight (8) hours.

5. Nondiscrimination

There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the owner or any person claiming under or through her/him, establish or permit such practice or practices of discrimination or segregation in the subject property.

6. Signs

Signs which create hazards by protruding, overhanging, blinking, flashing, animation or other dangerous conditions shall not be permitted on the Property. No billboards, pennants, bunting or similar devices for advertising or commercial display shall be permitted. The Agency shall permit only those signs necessary for identification of buildings, premises and uses. All sign design shall be submitted to the Agency for review and approval. All nonconforming signs shall be removed within the time specified by the Agency. The Agency in cooperation with the project area committee may establish and adopt specific signing standards for the area.

7. Terms

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The Property and all parts or parcels thereof shall be subject to these restrictions which are hereby declared to be for the benefit of all property in the Alkali Flat Project Area, Project No. 6, and each and every owner thereof, and shall pass with said property and area applied to and bind the respective successors in interest of the Redevelopment Agency. This declaration of restrictions shall run for the period of ten (10) years from the date of this Agreement.

8. Enforcement

In the event of any breach of the covenants, conditions and restrictions contained herein, the Agency shall endeavor to remedy such breach by conference, conciliation and persuasion. In the event of failure so to remedy such breach or in advance thereof, if in the opinion of the Redevelopment Agency circumstances so warrant, such breach shall be enjoined or abated by appropriate proceedings brought by the Agency.

The Redevelopment Agency may institute or prosecute in its own name and in the names of owners of property in the Alkali Flat Project Area, Project No. 6, any suit which such Agency may consider advisable in order to compel and obtain a decree for specific performance of any obligation of any owner to develop and maintain the subject property in conformity with this Agreement. Any owner or owners, singly or collectively, or any of the real property in the Alkali Flat Project Area, Project No. 6, may at any time prosecute any proceedings at law or in equity in the case of any violation of any of the covenants, conditions and restrictions contained herein.

9. Foreclosure and Enforcement of Lien

The provisions of this Agreement do not limit the right of the obligees to foreclose or otherwise enforce any mortgage, deed of trust, or other encumbrance upon the property covered hereby or any portion thereof, or the right of any obligees to exercise any of its remedies for the enforcement of any pledge or lien upon any property covered hereby; provided, however, that in the event of any foreclosure under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the property shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants contained herein.

10. Amendment

If at any time the Redevelopment Plan is amended in any manner as is now or hereinafter permitted by law, this Agreement may be amended accordingly. The Redevelopment Agency may amend or modify this Agreement at any time without first having modified or amended the redevelopment plan so long as such amendment or modification of the Agreement does not conflict with existing provisions of the Redevelopment Plan.

11. Dissolution

In the event the Redevelopment Agency shall be abolished or its designation changed by or pursuant to law, its powers, rights and functions under this Agreement may be transferred to any other designated governmental office or agency.

12. Other Property of the Agency

This Agreement applies only to the real property described in Section 1 hereof and does not apply to any other land which the Redevelopment Agency now owns or may hereafter acquire.

13. City Codes and Redevelopment Plan

Nothing contained herein shall be construed as permitting the violation of any requirement of the ordinances or other laws or rules of the City of Sacramento or any provision of the Redevelopment Plan for Project No. 6, it being the intent hereof to impose additional restrictions over and above the requirements of any such ordinances, rules or provisions of the Redevelopment Plan for Project No. 6.

14. Separability of Provisions

If any of the provisions of this Agreement shall be held invalid by any court of law, the validity of the remainder of this Agreement and the applicability of such provisions to any other owner or owners of parcels of land shall not be affected hereby.

EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

Parcel No.1. The East 40 feet of the South 64 feet of Lot 8 in the Block bounded by E and F, Eighth and Ninth Streets in the City of Sacramento, according to the map or plan thereof.

Parcel No. 2. The West 40 feet of the South 64 feet of Lot 8 in the Block bounded by E and F, Eighth and Ninth Streets of the City of Sacramento, according to the map or plan thereof.

(Recorded in the Office of the Recorder of Sacramento County on January 2, 1986, in Book 86 01-02, Page 279.)