



City Manager for Planning Commission- Lot Line Adjustment

AGENDA

City Manager for Planning Commission – Meeting

May 05, 2025 10:00 AM

35 Third Ave, Portola, CA 96122

<https://www.cityofportola.com/>

City Manager Ryan Bonk

REASONABLE ACCOMMODATIONS

Any person desiring to address the City Council or any committee, commission or agency under the jurisdiction of the City Council, on any item not on the agenda may do so during public comment period. Public comment during the meeting will be accepted in person only.

Public Comment can be made on the online agenda by clicking on the "comment" section next to each agenda item listed below.

Meeting facilities are accessible to persons with disabilities. Reasonable efforts will be made to accommodate the participation of persons with disabilities in the City's public meetings. If special accommodation is needed, please notify the City at 530.832.6801 at least 48 hours prior to the meeting

1. Call to Order

A. Roll Call

2. 132 E. Sierra Avenue Lot Line Adjustment

☒ **Discussion** ☒ **Possible Action**  [Comment](#) [View Item](#)

Consider approval of Lot Line Adjustment (LLA) to adjust the existing lot line between two existing lots: 132 E. Sierra Avenue (APN 125-281-002) and 172 E. Sierra Avenue (APN 125-281-014).

Staff report from Senior Contract Planner and City Engineer attached as well as draft Reciprocal Easement Agreement and draft Notice of Determination.

3. Adjournment

ENGINEERING • SURVEYING • PLANNING • DESIGN

M E M O
March 20, 2025

TO: City of Portola Planning Staff

FROM: Daniel B. Bastian, City Engineer

RE: Lot Line Adjustment – Mountain Market. APNs 125-281-002 & 014

Review Summary

The application for the Lot Line Adjustment is complete and complies with statutory requirements. I have reviewed **Exhibit "B"** depicting the adjustment between Plumas County APNs 125-281-002 and 125-281-014, along with preliminary legal descriptions. Below are my findings, report, and recommendations for conditions of approval.

Report and Findings

Pursuant to Government Code Title 7, Planning and Land Use, Division 2, Subdivisions, Section 66412(d), local agencies must limit their review of lot line adjustments to determining conformity with the General Plan, zoning ordinances, and building codes. Conditions may only be imposed to ensure such conformity, require prepayment of real property taxes, or facilitate relocation of existing utilities, infrastructure, or easements. No tentative, parcel, or final map is required. The lot line adjustment must be recorded in a deed, and a Record of Survey is only required, if necessary, under Section 8762 of the Business and Professions Code.

A review of the Lot Book Guarantees indicates no existing deeds of trust.

A portion of the property boundary was surveyed in 1989 (8 RS 73, attached). While legal descriptions for the resultant parcels use metes and bounds, the west boundary of APN 125-281-014 has not been previously surveyed. A Record of Survey is not required unless the boundary descriptions need further qualification for yard setbacks.

Exhibit "B" does not show water and sewer services. It does indicate an overhead electrical service line crossing the resultant parcel. Additionally, email correspondence suggests that underground pipelines are required for fuel delivery, and propane tanks are located on-site.

Conditions of Approval Recommendations

1. **Grant Deeds:** Shall be prepared to the satisfaction of the City. Legal descriptions should include boundary qualifications in addition to metes and bounds. If the 5' and 20' side yard dimensions for Lot 10A are absolute, then a Record of Survey is required.
2. **Electrical Service Line:** The overhead service line crossing Resultant Lot 10A to serve Resultant Lot 9A must either be relocated or an easement must be established to the satisfaction of the City.

3. **Water & Sewer Services:** Shall be added to an amended Exhibit "B", with easements provided if required, subject to City approval.
4. **Utility Easement for Fuel Pipelines:** If underground fuel pipelines are required for development (as referenced in email correspondence), a utility easement should be established as a permanent solution. Easements must be recorded at the time of building entitlement issuance. Section 66412(d) does not allow for the city to require a "long term lease".
5. **Propane Tanks:** The applicant must clarify the status of existing propane tanks and associated infrastructure. Additional requirements may apply if propane service is proposed between the new parcels
6. **Prepayment of Property Taxes:** Before the city schedules recording of the grant deeds with the County Recorder, the applicant must submit a certificate from the County Tax Collector confirming no outstanding liens or unpaid taxes on any affected parcels. Any identified liens must be paid or deposited with the Tax Collector before proceeding.

Please let me know if you have any questions.

Attachment: Mountain Market LLA Review 2025.03.20.docx

AGENDA STAFF REPORT

TO: Ryan Bonk, City Manager, Hearing Officer

FROM: Karen Downs, Contract Planner

MEETING: May 5, 2025

**SUBJECT: CONSIDER APPROVAL OF 132 E. SIERRA AVENUE LOT LINE ADJUSTMENT;
NOTICE OF DETERMINATION NO. 25-01**

Summary

The applicant, Daniel T. Kelsoe, has submitted an application for a Lot Line Adjustment (LLA) on behalf of the property owner, Manpreet Singh Kahlon (Mr. Singh) and Mr. Sanjeev Kumar. The application has been reviewed by staff and deemed complete. Supporting documentation, a map showing the proposed lot line changes, and Notice of Determination No. 25-01 have been included for review.

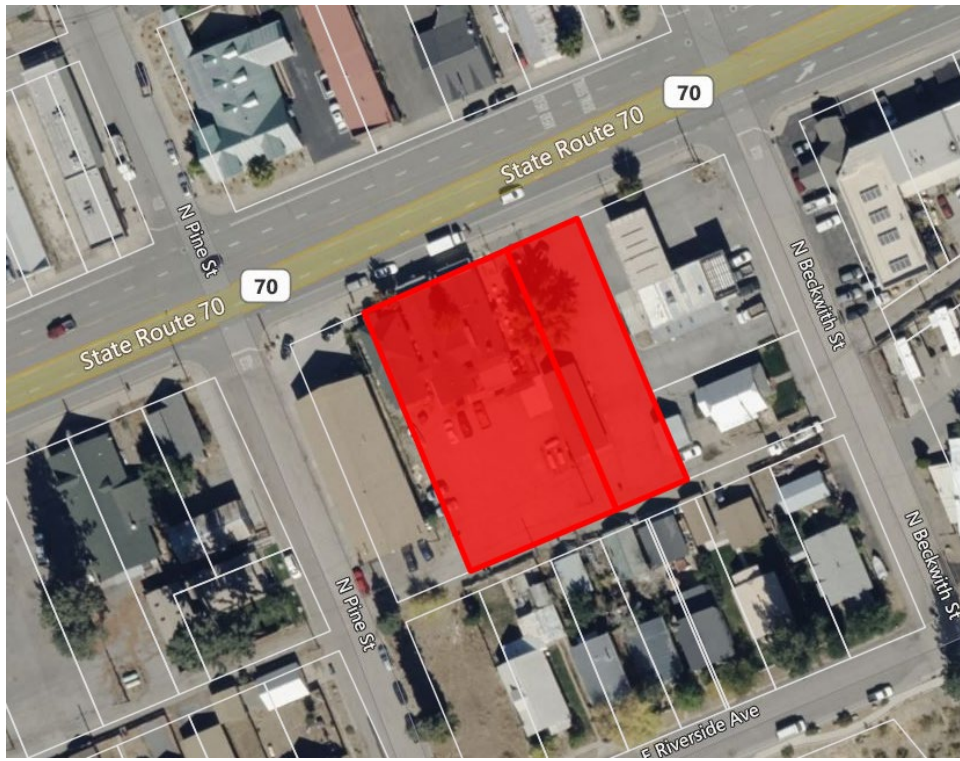
Mr. Singh is the owner of two adjacent parcels located at 132 E. Sierra Avenue (APN 125-281-002) and 172 E. Sierra Avenue (APN 125-281-014). Both parcels are zoned Core Commercial (CC) and are situated on the south side of E. Sierra Avenue, between N. Pine Street and N. Beckwith Street. Following the proposed LLA, resulting Lot A (APN 125-281-002) will total 0.23 acres, reduced from its current 0.40 acres, and resulting Lot B (APN 125-281-014) will increase from 0.20 acres to 0.37 acres.

The purpose of the LLA is to allow the vacant rear portion of APN 125-281-002 to be incorporated into APN 125-281-014. This adjustment will facilitate the installation of new above-ground fuel storage tanks and four new gas pumps near the Mountain Market gas station, owned by Mr. Sanjeev Kumar. The proposed gas pumps will be supplied via underground piping connected across parcel lines to the new storage tanks.

As part of the application review, existing site conditions were noted. APN 125-281-014 contains one existing building. APN 125-281-002 contains two existing buildings connected by a breezeway, as well as propane tanks. The applicant has provided documentation of a shared parking agreement between the subject parcels and Mountain Market, ensuring reciprocal public parking access between all three sites.


The adjacent property owners have been notified of the application. Any comments received will be identified during the meeting. The applicant is responsible for ensuring any easements are signed by all necessary parties.

Location

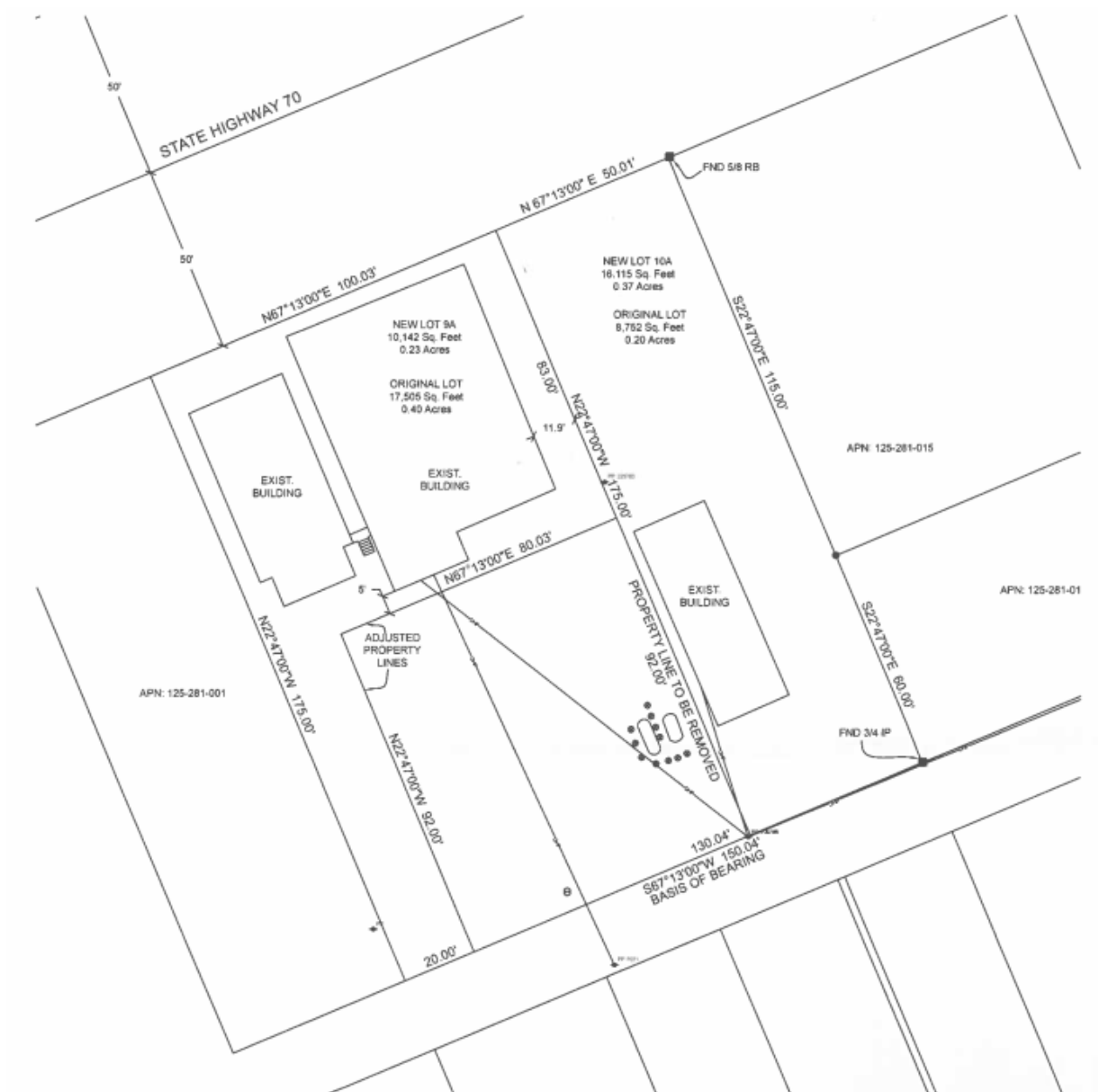


Zoning: Core Commercial

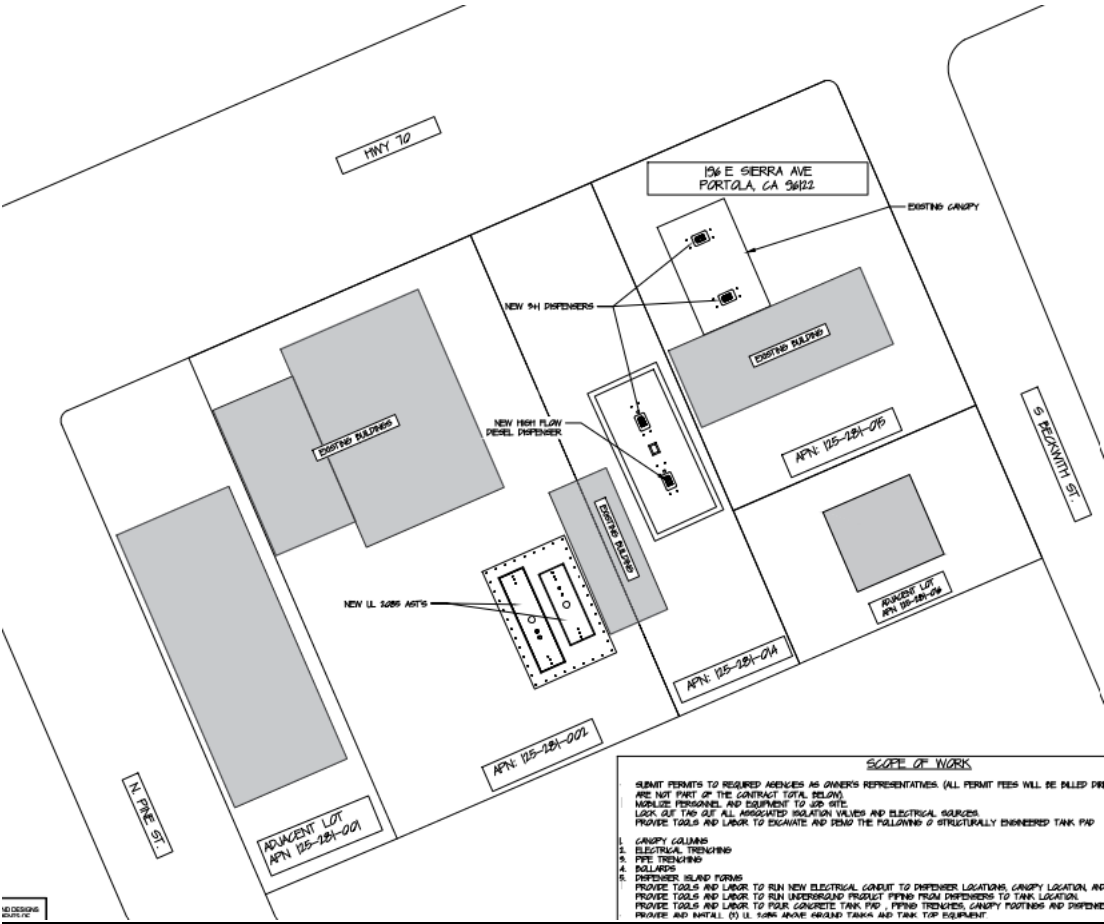


 Subject Parcels

Existing and Proposed Parcel Lines (Exhibit B)



Site Plan



STAFF RECOMMENDATION: Approval with Conditions

Conditions of Approval:

Based on code requirements and issues raised during review of the project, the Lot Line Adjustment is recommended to be approved subject to the following conditions of approval:

1. The project must be in conformance with the City Code, including but not limited to:
 - i) A business license must be maintained.
 - ii) All necessary building permits must be obtained.
2. Grant Deeds for the conveyance of the resultant parcels shall be prepared to the satisfaction of the City. Legal Descriptions should include boundary qualifications in addition to metes and bounds. If the 5' and 20' side yard dimensions for Lot 10A are absolute, then a Record of Survey is required.
3. The overhead electrical service line crossing Resultant Lot 10A to serve Resultant Lot 9A must either be relocated or an easement must be established to the satisfaction of the City.
4. A Utility Easement shall be established for the underground fuel pipelines. Easements must be recorded at the time of building entitlement issuance.
5. Water and Sewer services shall be added to an amended Exhibit "B", with easements provided.
6. The applicant shall clarify the status of the existing propane tanks and associated infrastructure to the satisfaction of the City. If propane service is proposed between the new parcels, an easement shall be established.
7. Prepayment of estimated real property taxes is required before the Grant Deeds and Lot Line Adjustment notification are filed with the County Recorder.

RECIPROCAL PARKING AND ACCESS EASEMENT AGREEMENT

This RECIPROCAL PARKING AND ACCESS EASEMENT AGREEMENT (hereinafter referred to as “**Agreement**”) is effective as of April __, 2025 (the “**Effective Date**”), and is entered into by and between and Mountain Market, LLC, a California limited liability company, (hereinafter referred to as “**Mountain Market**”) Manpreet Singh Kahlon, an individual, (hereinafter referred to as “**Singh**”), and Alturas Chevron, Inc., a California corporation (“**Alturas**”). Collectively referred to as “Parties.”

RECITALS

A. WHEREAS, Mountain Market is the owner of record of all of that certain real property located at 196 E Sierra Ave, Portola, Plumas County, California, with APN: _____, which is more particularly described in Exhibit A attached hereto, hereafter referred to as “MM Property.”

B. WHEREAS, Singh is owner of record of all that certain real property located at 132 E Sierra Avenue, Portola, Plumas County, California, with APN: 125-281-002-000, and more particularly described in Exhibit B attached hereto, hereafter referred to “Singh Property.”

C. WHEREAS, Alturas is owner of record of all that certain real property located at 172 E Sierra Avenue, Portola, Plumas County, California, with APN: 125-281-002-000, and more particularly described in Exhibit B attached hereto, hereafter referred to “Alturas Property.”

WHEREAS, the Parties each desire to grant to the other Parties nonexclusive reciprocal easements for vehicular and pedestrian ingress, egress, access, and parking over their respective Properties for the purposes and on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions contained herein, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Grant of Reciprocal Access and Parking Easements:

a. Each Party hereby grants to the other Parties and their respective successors and assigns, including their agents, employees, customers, and invitees, non-exclusive easements for vehicular and pedestrian ingress, egress, access, parking, and travel between their respective Properties and public roadways on, over, through and across the existing paved drive aisles and parking areas on their respective Properties (collectively, the "Access and Parking Easements").

b. The Access and Parking Easements shall include the right to park vehicles in any designated parking spaces within the easement areas, provided that such parking does not unreasonably interfere with the operations of the Property owner or other easement holders.

3. Maintenance of Access Easements:

a) Each Party shall maintain, at its sole expense, the drive aisles and parking areas on its respective Property that are subject to the Access and Parking Easements by keeping them level, smooth, and evenly covered with the type of surfacing material currently installed thereon (which the parties agree and acknowledge is paved with asphalt), or such substitute as will in all respects be equal to it in quantity, appearance and durability.

b) Each Party shall maintain the roadways over its respective property by keeping them free and clear of any obstruction that would, in any way, interfere with ingress and egress, access and travel by pedestrians, vehicles, or equipment.

4. Term. The easements granted herein shall commence upon the date hereof and shall continue perpetuity

5. Use. The easements granted herein are non-exclusive. The granting party retains the primary right to use the property subject to the easement. The recipient party shall use the

easement only as contemplated herein and shall not use the easement in a manner that interferes with the granting party's use and enjoyment of the granting party's property.

6. Liens and Encumbrances; Indemnification. Each party shall be responsible for all mechanics or materialmen's liens, or other encumbrances filed or placed against the real property of the other party to the extent caused by or attributable to that parties' actions, or that of its agents. Each Party shall indemnify, defend and hold the other Parties harmless from and against any claims, damages, liabilities, actions, causes of action, mechanics, and materialmen's liens (including attorney's fees and costs), to the extent caused by the indemnifying Party's actions, or that of its agents, in connection with the Access and Parking Easements.

7. Remedies on Breach. It is expressly agreed that no breach of this Agreement will cause a reversion of the Access Easements granted herein nor entitles any party to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies which the parties may have reason of any breach of this Agreement.

8. Subordination; Right to Discharge Superior Encumbrances. In the event that there is a mortgage, deed of trust or other interest to which either party's interests in the easement granted herein would be subordinate, the party who owns such encumbered property shall provide the other, prior to recordation hereof, documentation confirming that the mortgagee, lender or other person or entity holding any property interest superior to the easement granted herein has agreed to subordinate to this Agreement and to the right being conveyed herein.

Each party, at their option, may pay and discharge in such manner to such extent such party may deem necessary to protect its interest in the easements granted herein, any taxes, assessments, debts secured by mortgages or deeds of trust, or any other charges, liens, or encumbrances existing, levied, or assessed on or against the encumbered property or any part thereof and which appear to be prior or superior to the easements granted herein. Each party is authorized to appear in, and defend any action or proceeding purporting to affect the easements granted herein and pay, purchase, contest, or compromise any encumbrance, charge, or lien which in such party's judgment appears to be prior or superior to the easements granted herei. In the event any party exercises such option, he and she shall be subrogated to the right of any holder or holders of such encumbrance.

9. General Provisions:

- a) Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance, occurrence and satisfaction of each and every term and condition of this Agreement.
- b) Cooperation of Parties. The parties shall cooperate with each other in carrying out the terms of this Agreement and shall execute any additional instruments, documents, instructions, authorizations or other items that are reasonably necessary to comply with the terms of this Agreement.
- c) Waiver. No waiver by any party of any provisions of this Agreement will be deemed a waiver of any other provision hereof or of any party's consent to, or approval of any act will not be deemed to render unnecessary the obtaining of the party's consent to or approval or any subsequent act by the party seeking consent.
- d) Severability. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or parts thereof will be stricken from this Agreement and such provisions will not affect the legality, enforceability, or validity of the remainder of this Agreement.
- e) Complete Agreement. This Agreement, and the other Agreement referenced herein, set forth the entire agreement between the parties with respect to the subject matter of the Agreement, and any and all prior agreements, whether oral or written, are hereby superseded. No modification of this Agreement shall become binding unless the same is in writing and signed by both parties hereto.
- f) Notices. Unless another form of notice or other manner of giving notice is expressly authorized by other provision of this Agreement, any notices required or permitted under this Agreement must be in writing, must be signed by the party or parties giving the notice and must be personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested to each party to whom the notice is to be given at the addresses set for below. An attempt to give purported notice not complying with these requirements shall be invalid and ineffective. Notice shall be deemed to have been given at the time of personal

delivery or, of given by mail, at the time it is deposited in the United States mail.
Notices are to be personally delivered or mailed as follows:

To: Mountain Market LLC:	Louise Higley 343 Delleker Drive, Portola, CA 96122
To: Alturas Chevron, Inc.:	Manpreet Singh Kahlon 172 East Sierra Ave Portola, CA 96122
To: Manpreet Singh Kahlon:	Manpreet Singh Kahlon 172 East Sierra Ave Portola, CA 96122

- g) Attorney Fee's. Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights or duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separated action brought for that purpose.
- h) Assignment. Neither this Agreement nor any of the rights and obligations hereunder may be assigned or otherwise transferred by either party to this Agreement without the prior written consent of the other party. Any attempt to assign or transfer this Agreement or any rights hereunder without such consent shall be null and void and of no force and effect.
- i) Inurement. This Agreement shall inure to the benefit of and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.
- j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- k) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any party's property to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

- l) Covenants Run With Land. Each and all of the covenants, restrictions, conditions, and provisions contained in this Agreement (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each parcel of real property owner by the parties; (b) will create mutual equitable servitudes upon such property; (c) will constitute covenants running with the lands; (d) will bind every person having any fee, leasehold, or other interest in any portion of the parties' properties at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition, or provision is to be performed on such portion; and (e) will inure to the benefit of the parties and their respective successors and assigns as to their respective properties.
- m) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original document.

This Reciprocal Easement Agreement is executed as of the date first above written.

Mountain Market, LLC, a California limited liability company

Manpreet Singh Kahlon, an individual

By: _____
Sanjeev Kumar, Manager

Manpreet Singh Kahlon

Alturas Chevron, Inc., a California corporation

By: _____
Manpreet Singh Kahlon, President

NOTICE OF DETERMINATION 25-01

**A DETERMINATION OF THE PORTOLA HEARING
OFFICER ON AN APPLICATION FOR A LOT LINE
ADJUSTMENT FOR THE PROPERTIES LOCATED AT 132 E.
SIERRA AVENUE AND 172 E. SIERRA AVENUE**

Applicant: Manpreet Singh Kahlon (Mr. Singh) and Mr. Sanjeev Kumar
Property Owner: Manpreet Singh Kahlon (Mr. Singh)
Application: Lot Line Adjustment
EIRC: Categorically Exempt
APNs: 125-281-002 and 125-281-014

WHEREAS, an application has been filed for a lot line adjustment pursuant to Section 66421(d) on the Government Code; and

WHEREAS, said lot line adjustment will result in land being taken from one parcel and added to the adjacent parcel with no more parcels than originally existed; and,

WHEREAS, the Hearing Officer has determined, in accordance with applicable provisions of the Subdivision Map Act and local ordinances, that such application should be granted; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), this Project has been determined Categorically Exempt under the California Environmental Quality Act Guidelines, Section 15305, Class 5-minor alterations in land use limitations in areas with an average slope of less than 20% and do no result in any changes in land use or density, which the State has determined to be a class of projects that will not have a significant effect on the environment, including minor lot line adjustments not resulting in the creation of any new parcel.

WHEREAS, the applicant submitted an application for a Lot Line Adjustment that was deemed complete on April 9, 2025.

WHEREAS, the Hearing Officer has reviewed an agenda report prepared by City staff; and

NOW THEREFORE, be it resolved that the Hearing Officer makes the following specific findings based on the evidence presented:

- A. The lot line adjustment maintains General Plan consistency, parcel design, environmental quality, and other standards as specified in the Zoning Ordinance and other applicable Municipal Code and State law provisions relating to real property division, except as related to existing non-conforming conditions, which is equal to or better than the position of the existing lots before adjustment.
- B. The lot line adjustment will not create a greater number of parcels than existed before the adjustment.
- C. No new parcels will be created by the approval of this lot line adjustment.
- D. A map of the location of the Project, attached hereto as Exhibit "B" and incorporated herein by this reference, is on file in the office of the City Clerk.
- E. It is the decision of the Hearing Officer to approve the Lot Line Adjustment subject to the conditions of approval set forth therein as Exhibit "C".

NOW THEREFORE, be it resolved by the Portola Hearing Officer that the below listed lot line adjustment is hereby approved.

General Description of Entire Property: 132 E. Sierra Avenue (APN 125-281-002) and 172 E. Sierra Avenue (APN 125-281-014).

Description of Parcels resulting from Lot Line Adjustment:

Exhibit A is attached hereto and incorporated herein,
providing descriptions of the resulting parcels.

APPROVED AND ADOPTED this 5th day of May, 2025.

Ryan Bonk
City Manager/Hearing Officer

ATTEST:

Malachi Mansfield, Deputy City Clerk

I, _____, City of Portola Deputy City Clerk, DO HEREBY CERTIFY that Notice of Determination No. 25-01 was duly approved and adopted by the Hearing Officer of the City of Portola on May 5, 2025

Malachi Mansfield, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS
ORIGINAL PARCELS

APN: 125-281-014

Being all of that parcel of land shown as Lot 10, Block 2 of Tract Map R.M. Book A, Page 34 entitled, "Portola Townsite", Official Records of Plumas County, State of California, together with a 50 foot strip of land adjoining said lot on the NorthWest and forming a 50 foot extension. Also being delineated as the 50.01 foot by 175.00 foot parcel on Record of Survey Map No. 8 RS 73.

APN: 125-281-002

Being all that parcel of land shown as Lots 8 and 9, Block 2 of Tract Map R.M. Book A, Page 34 entitled, "Portola Townsite", Official Records of Plumas County, State of California, together with a 50 foot strip of land adjoining said lot on the NorthWest and forming a 50 foot extension, for the full width of the lot, as said lot is delineated on the official map of said Portola Townsite file in the office the County recorder of said County of Plumas, August 14, 1909, said 50 foot strip being shown o said map as a portion of Sierra Avenue..

**LEGAL DESCRIPTIONS
EXCHANGED PARCELS**

Adjusted Parcel 10A

Being all that portion of Lot 10 and portions of Lots 8 and 9, Block 2 of Tract Map R.M. Book A, Page 34 entitled, "Portola Townsite", Official Records of Plumas County, State of California, together with a 50 foot strip of land adjoining said lot on the NorthWest and forming a 50 foot extension, being more fully described as follows:

Beginning at the NorthEasterly corner of said Lot 10, said point also being on the Southerly Right-of-Way line State Highway 70;
Thence leaving said Right-of-Way line and along the Easterly line of said Lot 10, S22°47'00"E, a distance of 175.00 feet, to the SouthEasterly corner of said Lot 10;
Thence along the Southerly line of Lot 10 and the Northerly line of an alley, S67°13'00"W, a distance of 130.04 feet;
Thence leaving said Southerly line, N22°47'00"W, a distance of 92.00 feet;
Thence N67°13'00"E, a distance of 80.03 feet, to the Westerly line of said Lot 10;
Thence along said Westerly line, N22°47'00"W, a distance of 83.00 feet, to the NorthWest corner of said Lot 10 and the Southerly Right-of-Way line of State Highway 70;
Thence along the Northerly line of said Lot 10 and the Southerly Right-of-Way line of State Highway 70, N67°13'00"E, a distance of 50.01 feet, to the Point of Beginning,

Containing: 16,115 Square Feet / 0.37 Acres, more or less.

Adjusted Parcel 9A

Being all those portions of Lots 8 and 9, Block 2 of Tract Map R.M. Book A, Page 34 entitled, "Portola Townsite", Official Records of Plumas County, State of California, together with a 50 foot strip of land adjoining said lot on the NorthWest and forming a 50 foot extension.
Being more fully described as follows:

Beginning at the NorthWest corner of Lot 10, Block 2 of Tract Map R.M. Book A, Page 34 entitled, "Portola Townsite", Official Records of Plumas County, State of California;; said point also being on the Southerly Right-of-Way line of State Highway 70;
Thence leaving said Right-of-Way line and along the Westerly line of Lot 10, said line also being the Easterly line of said Lot 9, S22°47'00"E, a distance of 83.00 feet;
Thence leaving said Easterly line of Lot 9, S67°13'00"W, a distance of 80.03 feet;
Thence S22°47'00"E, a distance of 92.00 feet, to the Southerly line of said Lot 8;
Thence along the Southerly line of said Lot 8 and the North line of an alley, S67°13'00"W, a distance of 20.00 feet, to the SouthWesterly corner of said Lot 8;
Thence leaving said Southerly line and along the Westerly line of said Lot 8 N22°47'00"W, a distance of 175.00 feet, to the NorthWesterly corner of said Lot 8 and the South Right-of-Way line of State Highway 70;
Thence along the Northerly line of said Lots 8 and 9, also along the Southerly Right-of-Way line of State Highway 70, N67°13'00"E, a distance of 100.03 feet, to the Point of Beginning,

Containing: 10,142 Square Feet / 0.23 Acres, more or less.

Basis of Bearings: The Basis of Bearings for this description is the same as shown on Record of Survey Map 8 RS 73, Official Records of Plumas County, California.

Daniel T. Kelsoe, LS 8419
Prepared by: DK Survey, Inc.
2035 Woodhaven Lane
Sparks, Nevada 89434



Existing and Proposed Parcel Lines (Exhibit B)

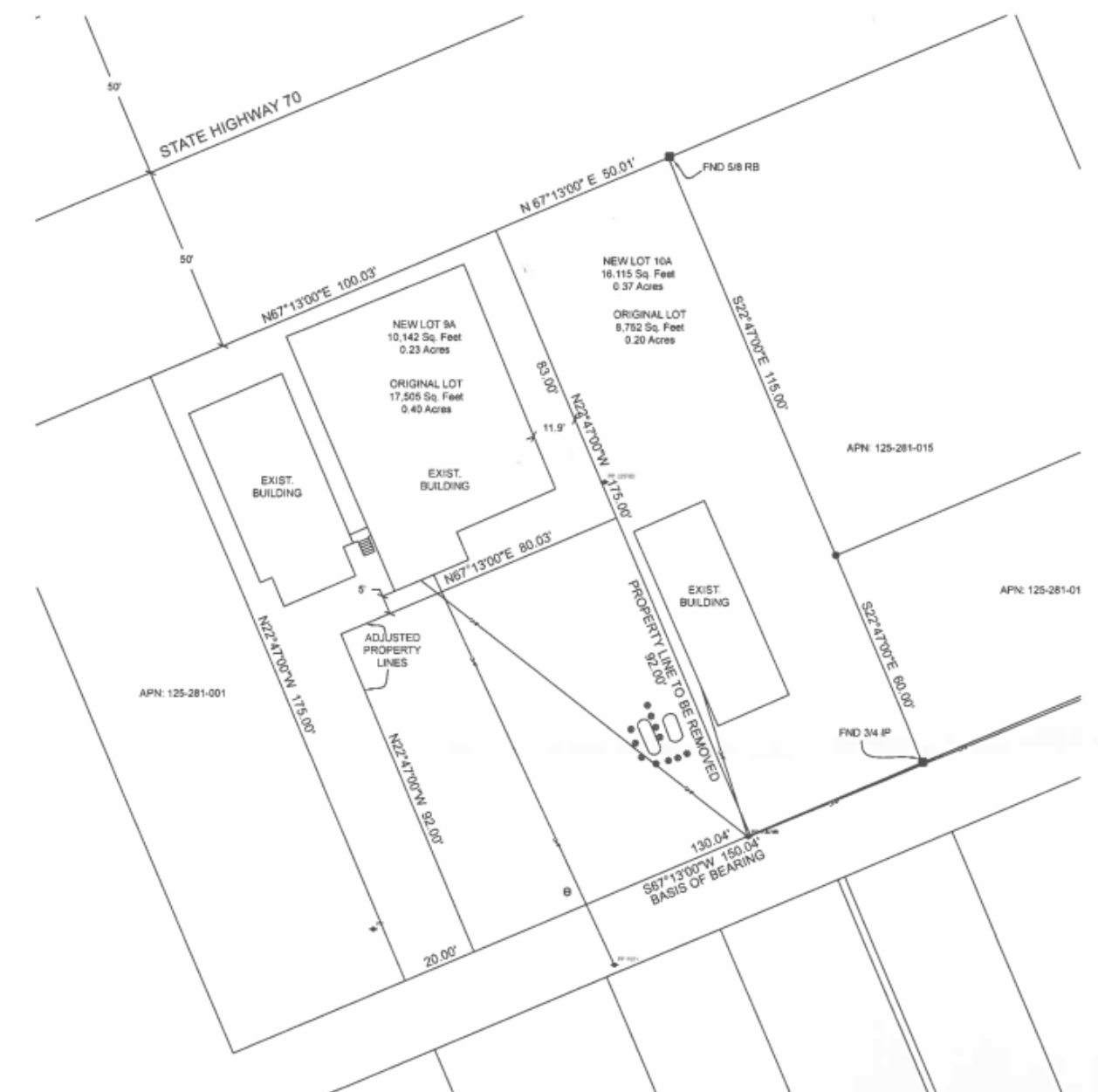


Exhibit C

Based on code requirements and issues raised during review of the project, the Lot Line Adjustment is to be approved subject to the following conditions of approval:

1. The project must be in conformance with the City Code, including but not limited to:
 - i) A business license must be maintained.
 - ii) All necessary building permits must be obtained.
2. Grant Deeds for the conveyance of the resultant parcels shall be prepared to the satisfaction of the City. Legal Descriptions should include boundary qualifications in addition to metes and bounds. If the 5' and 20' side yard dimensions for Lot 10A are absolute, then a Record of Survey is required.
3. The overhead electrical service line crossing Resultant Lot 10A to serve Resultant Lot 9A must either be relocated or an easement must be established to the satisfaction of the City.
4. A Utility Easement shall be established for the underground fuel pipelines. Easements must be recorded at the time of building entitlement issuance.
5. Water and Sewer services shall be added to an amended Exhibit "B", with easements provided.
6. The applicant shall clarify the status of the existing propane tanks and associated infrastructure to the satisfaction of the City. If propane service is proposed between the new parcels, an easement shall be established.
7. Prepayment of estimated real property taxes is required before the Grant Deeds and Lot Line Adjustment notification are filed with the County Recorder.