



Design Review Board

Regular Meeting **AGENDA**

(to be held both at the physical and virtual locations below)

Ukiah Civic Center - Meeting Room #3 ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

To participate virtually, go to the following link: <https://us06web.zoom.us/j/83172331386>
To view the meeting (without participating), go to: <https://www.cityofukiah.com/meetings/>

Or you can call in using your telephone only:

- Toll-free 1-669-444-9171
- Enter the Access Code: 831 7233 1386
- Raise hand: After being recognized, Enter *9
- To Speak after being recognized: enter *6 to unmute yourself

March 28, 2024 - 3:00 PM

The Design Review Board serves as an advisory body to City staff, Zoning Administrator, Planning Commission and City Council to make site design recommendations consistent with the City's Design Review Guidelines. The Design Review Board works with staff and applicants to review proposed site development permit applications, planned development applications and precise development plans, and make recommendations concerning architecture, site design layout, landscaping, parking, signage, exterior lighting and other aspects of urban design to City staff, Zoning Administrator, Planning Commission and City Council as appropriate.

The Design Review Board encourages applicants and/or their representatives to be available at the meeting to answer questions so that no agenda item need be deferred to a later date due to a lack of pertinent information.

1. CALL TO ORDER

2. ROLL CALL

3. CORRESPONDENCE

4. APPROVAL OF MINUTES

4.a. Approval of the July 27, 2023 Regular Meeting Minutes

Recommended Action: Review and approve the draft minutes for the regular meeting of July 27, 2023.

Attachments:

1. July 27, 2023 - Regular Meeting Minutes

5. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

The Design Review Board (DRB) welcomes input from the audience that is within the subject matter jurisdiction of the DRB . In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments.

6. NEW BUSINESS

- 6.a. Request for review and recommendation to the Planning Commission regarding the temporary installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for the existing health service provider(s) at 280 E Standley Street; APN 002-192-14; File No. 24-0130

Recommended Action: Staff is requesting the DRB review the project for consistency with the Downtown Zoning Code design standards and make a recommendation to the Planning Commission

Attachments:

1. Application Materials
2. Lease Agreement

- 6.b. Request for review and recommendation to the Planning Commission regarding the construction of a single-story commercial shell structure featuring a drive-thru at 1294 N. State Street; APN 001-370-36, File No. 17-3069.

Recommended Action: Staff is requesting the DRB review the project for consistency with the Community Commercial (C-1) Zoning Code and Site Development Permit findings to make a recommendation to the Planning Commission regarding the project.

Attachments:

1. Application Materials

7. MATTERS FROM THE COMMISSION

8. MATTERS FROM STAFF

9. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah Annex, located at 300 Seminary Avenue., Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda. (Jesse Davis; 03-23-2024)

CITY OF UKIAH
DESIGN REVIEW BOARD REGULAR MEETING MINUTES
Held in person and via Zoom teleconference
July 27, 2023
3:00 p.m.

1. CALL TO ORDER

The meeting was held in person and virtually via Zoom teleconference. Chair Tom Liden called the Design Review Board meeting to order at approximately 3:00 p.m.

Chair Tom Liden presiding.

1a. Introduction of Lorena Akin - Recent Appointment to the Design Review Board by Ukiah City Council

Member Lorena Akin was introduced.

2. ROLL CALL

Members Present: Hawkes, Gordon, Akin and Chair Liden. **Absent** (at roll call): Meaux.

Member Meaux arrived at 3:10 p.m.

Staff Present: Craig Schlatter, Community Development Director; Jesse Davis, Chief Planning Manager; Michelle Irace, Planning Manager

3. CORRESPONDENCE

None received.

4. APPROVAL OF MINUTES

Motion/Second: Gordon/Liden made a motion to approve the minutes of the May 25, 2023 DRB minutes.

Motion carried by the following roll call votes: AYES: Gordon, Liden, Hawkes. NOES: None. ABSENT: Meaux. ABSTAIN: Akin.

5. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No public comments on non-agenda items.

6. NEW BUSINESS

6a. Ordinance Amendment to Ukiah City Code to update the City's objective design and development standards for new multi-family residential construction.

Chief Planning Manager J. Davis presented the item.

Public comment period was opened and closed at 3:55 p.m., as no members of the public were in attendance in-person, nor online via teleconference.

The DRB unanimously recommended approval of the proposed revisions to the objective design and development standards to the Planning Commission, with the following recommendations:

1. Add the following text to Section 9055.1(h),
“HVAC Systems: All HVAC systems shall be located on the roof of the structure to minimize noise impacts to adjacent properties, or shall be placed on the ground, not visible from the public right of way, meet the required setback and be obscured by fencing or landscaping as described in UCC Section 9055.2(H) Screening.”
2. Add the following text to Section 9055.1(k)(1)(c),
“Landscaping and Gardening: A minimum of fifteen percent (15%) of the required public open space shall be landscaped with materials and plantings consistent with the standards in subsection L of this section (Landscaping and Gardening) and the subject parcel’s underlying base zone landscaping requirements. Community Gardens shall be regularly maintained, and feature a management plan in conformance with Ukiah City Code Section 9173.2.”
3. Consider reduction of guest parking requirements 9055.1(O)(2)a), rather than removal.
4. Add the following text to Section 9055.1 “Outdoor lighting shall use energy efficient lighting technology and shall be shielded downward to reduce glare and light pollution, in conformance with Dark Sky Standards of the International Dark Sky Association.”

7. MATTERS FROM THE BOARD

- a. Chair Liden suggested to defer the election of a new Chair and Vice Chair to September, due to member Hawkes being absent for the August meeting.

8. MATTERS FROM STAFF

- a. DRB members noted that they are interested in discussing the consideration of scheduling meetings as needed to review pertinent applications, rather than a date and time certain each month.
- b. DRB members requested a ‘contact list’ of members phone numbers and email addresses.

9. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 5:15 p.m.



TO: Design Review Board

FROM: Jesse Davis, Planning Manager

DATE: March 28, 2024

SUBJECT: Request for review and recommendation to the Planning Commission regarding an application for a Major Site Development Permit to allow for the temporary installation of nine (9) interconnected single-story prefabricated modular structures (totaling $\pm 1,440$ square feet) to serve as accessory medical offices for the existing health service provider(s) at 280 E Standley Street; APN 002-192-14; File No. 24-0130

LOCATION

The ± 0.57 -acre project site (APN 002-192-14) is bounded by East Smith Street, Mason Street and East Standley Street in downtown Ukiah, ± 0.6 miles west of U.S. Highway 101. The project site is developed with an existing fenced (cyclone) parking lot and a single-story structure ($\pm 5,678$ sf) that is currently utilized as an outpatient medical facility. The parcel is accessed via driveways from Mason Street and East Smith Street, and the facility maintains a loading zone/drop-off along the frontage of East Standley Street. The subject property maintains 18 off-street parking spaces with on-street spaces identified on both Mason Street & Standley Street. Figure 1 provides a location map of the project.

Figure 1, *Location Map*



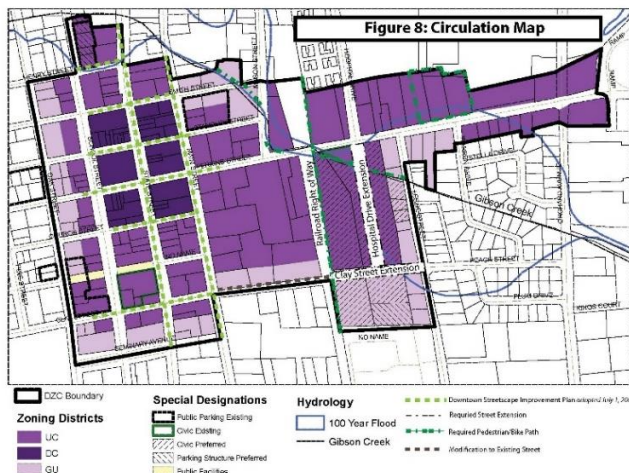
BACKGROUND

In July 1991, building permits were issued by the City of Ukiah to facilitate the remodel of the existing structure from a jail facility to administrative offices. Those offices would be used by the Mendocino County Sheriff's Probation Office until their relocation to 501 Low Gap Road. Beginning in 2013, several uses were considered for the existing structure, including use as a business development, training, and incubation center. As that project did not come to fruition, the facility remained vacant, but was occasionally used by the City's Community Services Department for special events, such as a haunted house.

In June 2020, the City signed a five (5) year lease-agreement with New Life LLC to allow for use of the existing structure for general medical practice, including narcotic treatment. Subsequently, New Life LLC facilitated tenant improvements to allow for use of the existing structure as a medical office. Tenant improvements included electrical upgrades, and installation of a standby generator, as well as interior modifications to allow for use as a medical office and outpatient facility. New Life LLC also facilitated exterior modifications, including new sidewalk, accessibility upgrades, lighting, and enhanced landscaping along the Standley and Mason Street frontages. The commencement date of the lease agreement was June 1, 2020, and it includes two (2) options to extend the lease for additional five (5) year increments.

Gibson Creek: The parking lot area associated with the project features an underground segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. As conveyed by the Downtown Zoning Code (DZC), any future development surrounding Gibson Creek shall consider daylighting, re-establishing and providing public access to the creek corridor. Presently, in areas on the subject property where Gibson Creek is visible or accessible, it is fenced to prevent entry or trespass. As conveyed, development of the Gibson Creek corridor should be designed to balance vehicular, bike, and pedestrian circulation with the community's desire to enhance and preserve the creek and its riparian and aquatic habitat, and associated wildlife. The DZC Circulation Map (Figure 2) identifies the location of required and recommended pedestrian/bike paths.

Figure 2, *Circulation Map*





PROJECT DESCRIPTION

The project proposes to install nine (9) single-story prefabricated modular structures (totaling approximately 1,440 square feet) to serve as counseling offices for the existing health service provider(s). Please refer to the project description and design details submitted by the applicant in Attachment 1 for more information. A summary of the requested improvements is included, below:

- Demolition of existing rear storage canopy and any other vertical elements such as rails/columns/posts within building footprint
- Install and connect to utilities, nine (9) single-story prefabricated modular structures to serve as accessory offices;
 - Condition the removal of these structures to coincide with the existing lease-agreement.
- Incorporate vinyl slats to perimeter of the existing chain-link fencing surrounding the off-street parking area to serve as screening;
- Relocate and enclose the trash container;
- Remove four (4) off-street parking spaces to accommodate the proposed accessory offices, and facilitate improvements to the existing off-street parking area (e.g. striping, relocation, EV facilities, wheel-stop, etc.), as well as installation of a gate along the western perimeter fence to provide access to the facility from the municipal parking lot from which at least four (4) spaces will be leased;
- Accessibility improvements, as required.

Design. According to the applicant, the project has been designed “...to expand office space to serve the growing and urgent need for our life-saving services in the community.” As stated by the applicant in the application materials:

“We are requesting permission to erect one modular building on the site that we currently lease from the City of Ukiah. We have partnered with WillScot, who manufactures modular units that can be connected to form a larger building. These modular units are approved at the state level and leased for a determined amount of 6me. The intent of this new modular building is to be used as an extension of the existing building for office space. It will provide a simple path of travel for people whose main entrance into the existing building is along Standley Street. This requires that the new modular building be located as close as possible to the existing building, with an accessible path of travel and ease of use.

DOWNTOWN ZONING CODE

The Project site has a 2040 General Plan designation of Downtown Core (DC) and is zoned General Urban (GU) within the DZC. The DZC was adopted in 2012 and prescribes several development and architectural standards (see DZC Tables 4 through 12).

Building Type. Development and design standards within the DZC are regulated by building and frontage type, as well as by zoning district. The use of modular structures structure is not discussed within the DZC. ‘Temporary Uses’ are identified on Table 3 but are related for activities less than 6 months and consistent with the purposes of this code.



As understood, the Applicant seeks use of these modular structures until the expiration of the associated lease with the City of Ukiah. If extended per the existing extension options, the lease would terminate in 2030. The existing and proposed use (Office – Medical) are considered allowed by right for this zoning district. As defined by Ukiah City Code Section 9223.1(B)(1), the use is allowed subject to compliance with all applicable provisions and shown as “A” uses in Table 3. Upon termination of the lease, these structures would be removed, as required by an associated Condition of Approval, or a performance bond, if deemed necessary.

As described, the proposed structure would be considered an ‘Accessory Building’, subject to Table 7, which conveys Accessory Building Standards. The proposed building is detached from the primary structure, maintains a smaller footprint, and functions in a manner subordinate to the principal (primary) building on the same parcel. Furthermore, given its modular and temporary nature, it serves a purpose clearly incidental to the allowed principal use of the parcel and existing building. Accessory Buildings are allowed within the GU zoning designation with a Minor Exception.

Architectural Standards: For the purposes of review by the DRB, Table 1 below provides a list of applicable DZC design standards (generally identified in DZC Tables 6, 7, 11 & 12), as well as a summary of landscaping and parking standards, and a consistency analysis for the proposed project.

Table 1. Project Consistency with DZC Design Standards

STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
BUILDINGS (ACCESSORY)			
Accessory building	1 Allowed	Minor Exception (Table 6)	Consistent
Front Setback	30 ft. minimum	Major Exception (Table 7)	Consistent
Side Setback	0 ft. minimum	Major Exception (Table 7)	Consistent
Rear Setback	3 ft. minimum	Major Exception (Table 7)	Consistent
Height	2 stories maximum, and cannot exceed height of the main building	Major Exception (Table 7)	Consistent
Number of Buildings	1	Major Exception (Table 7)	Consistent
BUILDING MATERIALS & ARCHITECTURE			
Facade(s) – Primary Exterior Finish	Brick, wood siding, fiber cement siding, stucco, stone.	Minor Exception (Table 12)	Minor Exception Requested



STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
Facade – Location of Materials	Combined horizontally with heavier material below the lighter material.	Minor Exception (Table 12)	Minor Exception Requested
Prohibited	Plane panel siding (T1-11) as the primary siding material.	Major Exception (Table 12)	Consistent. Plane panel siding not proposed.
Doors and Windows – Recess	Minimum 3-inch recess required on facade(s), measured from the wall of the facade.	Minor Exception (Table 12)	Minor Exception Requested
ROOFS			
Flat Roof – Parapet	Enclosed by a parapet with a minimum height of 42 inches or as needed to screen mechanical equipment.	Minor Exception (Table 12)	Minor Exception Requested
Photovoltaic – Location	On a flat roof, shall be flush mounted or if tilted shall not extend above the parapet of the roof.	Minor Exception (Table 12)	Minor Exception Requested
PARKING			
Screening	Landscaping, low walls, and/or berms to prevent headlight glare from impacting adjacent streets and parking facilities.	Major Exception (Table 9)	Consistent
Existing Facilities	Existing parking facilities that are nonconforming <u>in terms of location (layer) are not required to be relocated to comply with the parking layer requirement.</u>	None (Table 17)	Consistent
Number of Spaces Required	One parking space for each two hundred (300) square feet of gross leasable area.	(Table 14)	Consistent



STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
Existing Parking Facility – Modification	Modifications to existing parking facilities shall comply with the requirements of Tables 16, 17 and 18.	Minor Exception (Table 17)	<i>Minor Exception Requested</i>
Off-Site Parking	Off-site parking may be located up to one-quarter mile from the site it serves with approval of a minor exception	Minor Exception (UCC 9228.3(F)(1))	<i>Minor Exception Requested</i>
DEVELOPMENT STANDARDS			
Trash / Recycling Receptacles: Screening – Material	Material other than Masonry walls, landscape materials, or decorative fencing compatible with the design and materials shall be compatible with the main building or landscaping that is consistent with the landscaping on the site and building design.	Major Exception (Table 9)	<i>Major Exception Requested</i>
Fencing: Height – 3 Feet Maximum	Between the frontage line (lot line) and front setback or building facade, whichever is greater.	Major Exception (Table 9)	<i>Major Exception Requested (Existing)</i>
Fencing: Material – Prohibited	Barbed wire, concertina wire, chain link, cyclone, and similar with or without screening slats and similar as determined by the Planning Director.	Major Exception (Table 9)	<i>Major Exception requested (Existing)</i>
LANDSCAPING			
Landscape Plan	Landscaping Plan is required	None	None Provided



Requested Exceptions. Section 9231.5 of the DZC, allows specific requirements to be modified with approval of an exception. Table 29, Exception Procedures, establishes two levels of exceptions, major and minor, and the procedures for the review and processing of exceptions. Upon review of Staff the following “major” and “minor” exceptions to the Downtown Zoning Code development and design standards are requested. As noted in DZC Table 29, the below exceptions may be granted with approval by the Planning Commission.

1) Facade(s) – Primary Exterior Finish – Minor Exception Requested

- a. *As conveyed, the exterior façade is not brick, wood siding, fiber cement siding, stucco, or stone. The applicant notes that an exception is requested, due to their inability to modify a modular structure.*

2) Facade – Location of Materials – Minor Exception Requested

- a. *As conveyed, the façade does not feature a combination of materials required by the DZC. The applicant notes that an exception is requested, due to their inability to modify a modular structure.*

3) Doors and Windows – Recess – Minor Exception Requested

- a. *As conveyed, the windows and doors of the modular structure do not appear to have sufficient recess. Staff includes this Minor Exception for review and consideration of the DRB.*

4) Flat Roof – Parapet – Minor Exception Requested

- a. *As conveyed, the flat roof lacks a parapet with a minimum height of 42'. Staff includes this Minor Exception for the review and consideration of the DRB, and notes the limitations to modifying modular or manufactured structures.*

5) Photovoltaic – Location – Minor Exception Requested

- a. *As conveyed, solar panels are not a component of the requested accessory office structure. Staff includes this Minor Exception for the review and consideration of the DRB, and notes the limitations to modifying modular or manufactured structures.*

6) Trash / Recycling Receptacles: Screening – Material – Major Exception Requested

- a. *Masonry walls, landscape materials, or decorative fencing compatible with the design and materials of the principal building are dictated as the preferred screening material for trash enclosures within the DZC. The applicant notes that the proposed screening for the relocated trash receptacle will be similar to the existing fencing that will be improved to feature slats and vines. Therefore, a minor exception is requested.*

7) Fencing: Height – 3 Feet Maximum – Major Exception Requested

- a. *The existing lot has a chain link fence that is noted to remain and serves to surround the perimeter of the site as well as prevent access to Gibson Creek, which will be improved with slats and vines. Given the existing nature of the fence, the applicant notes that an exception is requested.*



8) Fencing: Material – Prohibited – Major Exception Requested

- a. *The existing parking lot has a chain link fence that is noted to remain, but that it would be improved by the installation of slats. Given the existing nature of the fence, the applicant notes that an exception is requested.*

9) Parking

- a. *Per the DZC, on-street parking located along the frontage line(s) of the parcel shall be counted toward fulfilling the parking requirements. This property maintains designated frontages for parking and loading along East Standley Street and Mason Street.*
- b. *Additionally, all existing commercial structures as of January 1, 1979, within the area defined as the City of Ukiah Parking District No. 1, shall be exempt from the required off-street parking requirements prescribed in this section. This exemption applies to changes in the structure, a sale of the property or business, or expansion into existing structure space. New commercial construction, including demolition, reconstruction, structural additions and existing or new residential uses within said district, are not exempt.*
 - i. *Therefore, parking is only required to address the new uses proposed and the parking spaces displaced by the construction of the accessory structure. Staff notes that sufficient on-street and off-street parking exists to serve the requested use.*
- c. *Minor exceptions are also requested to lease at least four (4) off site spaces from the adjacent City of Ukiah municipal lot for which the Applicant would install an additional gate and path of travel to accommodate.*
- d. *While existing parking facilities that are nonconforming in terms of location (layer) are not required to be relocated to comply with the parking layer requirement, modifications to the lot are requested. Therefore, Staff includes this Minor Exception for review and consideration of the DRB, as a handful of considerations including landscaping, shade-coverage, lighting and other requirements identified on Tables 16, 17, & 18 do not appear addressed.*

10) Landscape Plan – None Provided

- a. *As noted by the Applicant, all existing trees shall be retained and preserved. The Applicant notes that they have conducted landscaping improvements and that no existing landscaping would be converted to facilitate the accessory structure. That being said, no landscape plan has been provided to address the requirements of Table 10.*

Site Development Permit. Per DZC Table 27, *Site Development Permit Procedures*, all projects proposing seeking Major Exceptions are considered “Tier 3” Major Site Development Permits and are subject to Planning Commission approval (Section 9231.3(c) of the DZC). As noted in DZC Table 3, “Offices - Medical” are identified as an allowed use, as such, a Use Permit is not required. Per UCC 9262(E), the following Findings must be made to recommend approval of the Site Development Permit:



Table 2: Project Consistency - Site Development Permit Findings	
Site Development Permit Findings	Staff Analysis
The proposal is consistent with the goals, objectives, and policies of the City General Plan.	The proposed project is located within the Downtown Core designation of the City's 2040 General Plan. This designation allows for a combination of higher-density residential, mixed-use, office, and commercial uses. Projects in this designation are required to comply with the design standards and guidelines as specified in the Downtown Zoning Code.
The location, size, and intensity of the proposed project will not create a hazardous or inconvenient vehicular or pedestrian traffic pattern.	The proposed project would develop accessory medical offices for the existing health service provider(s) by demolishing an existing rear storage canopy and repurposing a portion of the existing parking area. Given the location of the proposed project, and the provision of an access gate to the municipal parking lot, the impacts to vehicular or pedestrian traffic should be minimal.
The accessibility of off-street parking areas and the relation of parking areas with respect to traffic on adjacent streets will not create a hazardous or inconvenient condition to adjacent or surrounding uses.	While minor alterations to the off-street parking lot are requested, the impact to traffic on adjacent streets will be minimal, as existing parking facilities exist on-street, as well as adjacent to the requested project site.
Sufficient landscaped areas have been reserved for purposes of separating or screening the proposed structure(s) from the street and adjoining building sites and breaking up and screening large expanses of paved areas.	While landscape improvements were facilitated upon occupancy of the structure by New Life LLC, a landscape plan has not been provided, so it is unclear how the proposed landscaping will screen the development from the street and adjoining building sites. Staff cannot determine that sufficient landscape areas exist but notes that the associated landscaping has been improved since occupancy by the current tenant. A majority of the site, not already dedicated to landscaping, is developed with either structures or parking.
The proposed development will not restrict or cut out light and air on the property, or on the property in the neighborhood; nor will it hinder the development or use of buildings in the neighborhood or impair the value thereof.	The proposed development will not restrict or cut out light and air on the property, or on property in the neighborhood. The proposal features a temporary accessory structure to an existing medical office.
The improvement of any commercial or industrial structure will not have a substantial detrimental impact on the character or value of an adjacent residential zoning district.	The development of this site will not have a detrimental impact on the character or value of an adjacent zoning district since there are no residential improvements or zone in 300' proximity to the requested use, and the use is accessory to the existing structure and service provided.
The proposed development will not excessively damage or destroy natural features, including trees, shrubs, creeks, and the natural grade of the site.	The subject property is already developed, and existing on-site trees will be preserved. The parking lot area associated with the project features an undergrounded segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides



AGENDA ITEM NO. 6a
Department of Community Development
300 Seminary Ave.
Ukiah, CA 95482
planning@cityofukiah.com

	riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. While improvements to the creek area remain outstanding, the proposed modular structure is not permanent and will be conditioned for removal as part of this Site Development Permit, thereby not prohibiting the intention of the DZC.
There is sufficient variety, creativity, and articulation to the architecture and design of the structure(s) and grounds to avoid monotony and/or a box-like uninteresting external appearance.	It is recommended that the Design Review Board assess the design of the proposed project and make recommendations for the applicant to align the proposal with the requirements for a Site Development Permit recognizing that modifications to modular structures are limited.

STAFF REQUEST

Staff is requesting the DRB review the project for consistency with the Downtown Zoning Code design standards and Site Development Permit findings to make a recommendation to the Planning Commission.

ATTACHMENTS

1. Application; Project Description; Site Plan; Architectural Details & Elevations;
2. Lease (City of Ukiah & New Life, LLC)



Community Development Department
 Planning Division
 300 Seminary Ave., Ukiah CA 95482
 Email: planning@cityofukiah.com
 Web: www.cityofukiah.com
 Phone: (707) 463 -6268
 Fax: (707) 463-6204

Planning Permit Application

Application Number:
 CID Number:
 Date Received (place CDD stamp below):

PROJECT NAME: New Life Clinic Expansion - New Modular Building					
PROJECT ADDRESS/CROSS STREETS: 280 East Standley St			Assessor Parcel NUMBER(S): 002-192-14		
APPLICANT/AUTHORIZED AGENT NAME: Theresa Maurer		PHONE No: 619.929.3963	E-MAIL ADDRESS: tmaurer@lpadesignstudios.com		
APPLICANT/AUTHORIZED AGENT ADDRESS: 2765 Truxtun Rd			CITY: Theresa Maurer		STATE/ZIP: CA
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: City of Ukiah		PHONE No: CA	FAX No:	E-MAIL ADDRESS:	
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT 300 Seminary Ave.			CITY: Ukiah		STATE/ZIP: CA 95482
☐ AIRPORT LAND USE COMM. DETERMINATION REFERRAL 100.0800.611.003	\$	☐ REZONING – PLANNED DISTRICT 100.0800.611.001	\$	☐ USE PERMIT – AMENDMENT 100.0400.449.001	\$
☐ ANNEXATION 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT – AMENDMENT 100.0400.449.001	\$	☐ USE PERMIT – MAJOR 100.0400.449.001	\$
☐ APPEAL 100.0400.449.001	\$	☒ SITE DEVELOPMENT PERMIT – MAJOR 100.0400.449.001	\$	☐ USE PERMIT – MINOR 100.0400.449.001	\$
☐ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT – MINOR 100.0400.449.001	\$	☐ VARIANCE – MAJOR OR MINOR 100.0400.449.001	\$
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC/MASTER PLAN 100.0800.611.003	\$	☐ DETERMINATION OF APPROPRIATE USE- "DIRECTOR'S DETERMINATION"	\$
☐ PRE-DEVELOPMENT MEETING 100.0800.611.003	\$	☐ MINOR SUBDIVISION/TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$	☐ ZONING AMENDMENT MAP OR TEXT 100.0800.611.001	\$
☐ STAFF RESEARCH (MORE THAN 1 HOUR) 10023100.41153	\$	☐ MAJOR SUBDIVISION/TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$	☐ REZONING 100.0800.611.001	\$
☐ LOT LINE ADJUSTMENT OR MERGER 100.0800.610.001	\$	☐ TELECOMMUNICATIONS ADMINISTRATIVE REVIEW PERMIT(1-15 LOCATIONS)	\$	☐ OTHER	\$

NOTE: OTHER PLANNING PERMIT FEES WILL INCLUDE COUNTY RECORDER FEES AND CALIFORNIA ENVIRONMENTAL QUALITY ACT FILING FEES. TYPICALLY, THESE ARE DUE PRIOR TO HEARING OF THE PROJECT. FOR INITIAL STUDIES AND ENVIRONMENTAL IMPACT REPORTS, FEES WILL BE DUE AT THE TIME OF APPLICATION.

To Be Completed by Staff

General Plan Designation: Downtown Core (DC)	Zoning District: General Urban	Airport Land Use Designation: Zone 6
City's Architectural & Historic Inventory: ☐ YES ☒ NO	Age of Building (if proposing demolition): N/A	Flood Designation: FEMA Floodway

Notes:

Project Description

Please attach a written project description including summary of work (both interior and exterior for construction and operation) and/or business proposed. The purpose of the project description is to assist Staff in understanding the project. The project description will also be included in the Staff Report required to review (and ultimately approve or deny) the planning permit. Providing complete information will help expedite the project review process and in determining what additional information, if any, related to the project and required environmental review is required.

Environmental Review and Reports

Please be aware that projects are required to comply with the California Environmental Quality Act (CEQA). Projects will be reviewed by Staff for compliance with CEQA and Staff will determine the appropriate CEQA document to prepare for the project (exemption, negative declaration, etc.). In order to make this determination, specific reports (traffic, arborist, soils, etc.) and or additional information may be required.

Use Information (Not applicable to Telecommunication Administrative Review Permits)

Please provide the following information related to the use of the site and building:

Description of Building & Site			
Parcel Size:	Building Size: Existing building = 5,686 SF Modular = 1,440 SF	Number of Floors: 1	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)			
☒ Office (medical/dental)	Existing building as medical facility with exams and counseling offices	Existing building = 5,686 SF Modular = 1,440 SF	Modular Building is comprised of 9 units
☐ Retail			
☐ Light Industrial			
☐ Residential			
☐ Other:			
Operating Characteristics			
Days and Hours of Operation: M-F 6:00am - 2:00pm; Sat & Sun 6:00am - 1:00pm			
Number of Shifts: 1	Days and Hours of Shifts: As noted above		
Number of Employees/Shift: Varies			
Loading Facilities: ☐ Yes ☒ No	Type/Vehicle Size: NA		
Deliveries: ☒ Yes ☐ No	Type: Typical Medical Supplies	Number (day/week/month): As needed	Time(s) of Day: As needed
Outdoor areas associated with use? (check all that apply) ☐ Yes ☒ No	Sales area: ☐ Yes ☒ No Square Footage:	Unloading of deliveries: ☐ Yes ☒ No Square Footage:	Storage: ☐ Yes ☒ No Square Footage:
Noise Generating Use? ☐ Yes ☒ No		Description:	

AUTHORIZED AGENT

I, Robert Kershner, owner authorize Daniel Grassi
to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

Robert L Kershner

January 25th, 2024

PROPERTY OWNER SIGNATURE

DATE

I, Robert L Kershner, am the ☐ owner / ☒ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.

I have read and agree with all of the above.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the project to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

I understand that conditions of approval may be placed on my project by the city of Ukiah and it is my responsibility to fully understand the conditions and ask questions about them before action is taken on my planning permit.

Robert L Kershner

January 25th, 2024

☐ OWNER / ☐ AUTHORIZED AGENT

DATE

INDEMNIFICATION AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the City of Ukiah, its agents, officers, council members, employees, boards, commissions or Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption or certification of any environmental documents or negative declaration which relates to its approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of it or in connection with the approval of the application or related decision, whether or not there is concurrent, passive, or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions of Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The City of Ukiah shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney's fees incurred by the City Attorney of the City's outside counsel if the City chooses to appear and defend itself in the litigation.

I have read and agree to all of the above.

Robert Kershner

☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT

(PLEASE PRINT NAME)

Robert L Kershner

January 25th, 2024

☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT

DATE

(SIGNATURE)

Revised 09/03/2019

January 30, 2024

City of Ukiah – Planning Division
300 Seminary Ave,
Ukiah, CA 95482

Re: New Life Clinic Expansion – New Modular Building
LPA Project No. 30953

To whom it may concern:

1

47

240

50.7%

27

1:30

27%

1

7

The above numbers tell a story about the desperate need for expanded treatment of opioid use disorder in Ukiah:

1: Mendocino County is number one in the State of California when it comes to any opioid related deaths. This means we have the highest death rate of all counties in the state.

47: The number of people who died from opioid overdoses in Mendocino County in 2021.

240: The current patient census at New Life Clinic.

50.7%: The patient census at New Life Clinic grew by 50.7% in just one year between August 2022 and August 2023.

27: The current number of employees working at New Life Clinic. We have outgrown the ability to accommodate new staff in order to address the growing number of patients seeking help at our facility.

1:30: The ratio of counselors to patients that we need to operate our clinic. This means we need room for additional counselors because our patient population has grown at such a high rate.

27%: The percentage of patients at New Life Clinic who receive mental health treatment through our clinic. Our ability to combine treatment for substance use disorder, limited primary care/urgent care, and mental health treatment helps us treat the whole person when we help patients.

1: We are requesting permission to erect one modular building on the site that we currently lease from the City of Ukiah. We have partnered with WilScot, who manufactures modular units that can be connected to form a larger building. These modular units are approved at the state level and leased for a determined amount of time. The intent of this new modular building is to be used as an extension of the existing building for office space. It will provide a simple path of travel for people whose main entrance into the existing building is along Standley Street. This requires that the new modular building be located as close as possible to the existing building, with an accessible path of travel and ease of use.

7: The number of exceptions that we are requesting from the City of Ukiah in order to expand office space to serve the growing and urgent need for our life-saving services in the community. This is the most critical number in our list because it is the one that can affect all of the others. With seven exceptions, we can provide more space to accommodate staff and save lives. We can continue our efforts to lower opioid overdose deaths in our city and county, and we can continue to partner with patients in their recovery. We ask you to consider these seven exceptions in light of the 240 people who are currently receiving dignifying and compassionate care at our state-of-the-art facility and in light of the number of lives lost to this epidemic. Lowering the death toll in this crisis is a community effort. We are grateful to the city for your role in allowing us to help so many people thus far through leasing the building that houses our clinic. It has had a ripple effect on many lives. It is our hope that we can increase that effect through your consideration of our requests for exceptions. You will find them in the attached narrative from our architect.

Sincerely,

OneTogether Solutions, on behalf of New Life Health Authority

Narrative on the Proposed Scope of Work for the New Life Clinic Expansion – New Modular Building

The existing New Life Clinic is operated by OneTogether Solutions on behalf of New Life Health Authority and is located in an existing city-owned building at 280 E. Standley St, Ukiah, CA, 95482. The existing clinic is currently functioning as a state-of-the-art comprehensive substance abuse disorder treatment center with a mission to inspire hope and save lives – healing individuals, families, and communities along the way.

The existing clinic is comprised of doctors' offices, exam rooms, group and individual counseling rooms, administrative and support rooms.

In reviewing the City of Ukiah's Downtown Zoning Code (DZC), per Table 27 (Site Development Permit Procedures), it notes that if the project seeks more than two (2) 'minor' exceptions or a 'major' exception, Planning Commission review is required.

Below is a list of the minor and major exceptions based on the DZC and the site being located in the GU General Urban zoning district.

Per Table 4: Site Development Standards

1. In the GU zoning district, the building types that are allowed are Courtyard, Rear Yard, and side Yard with the modification to standard of a **Major Exception**.

Per Table 5 Building Types & Table 6 Principal Building Standards

1. 9225.5 Building Setbacks: **Major Exception**

Modular building is shown to be located 10'-0" from the existing building due to path of travel for clients to the counseling rooms. This property is considered a Double Frontage Lot.

Building Siting (Setbacks) Requirements:

- Front: 10' max: Smith and Standley frontages
- Side: 10' max: Mason St frontage (proposed building location exceeds this max setback)
- Rear: No rear setback for double frontage lots

Per Table 6: Principal Building Standards

1. Building Height: **Major Exception**

New buildings are required to be a minimum/maximum of 2 stories. Proposed building is a single-story modular building that includes the necessary size and layout of the spaces OTS requires for their additional needs without having to add a second floor and two sets of stairs, in addition to ramps to access the first floor.

2. Number of Buildings: **Minor Exception**

In the GU zoning district, the number of principal buildings is one (1) with more than one (1) building on the lot being a modification to the standard. The proposed modular building cannot be considered an accessory building.

Per Table 9: Development Standards for all Land Uses

1. Trash / Recycling Receptacles

Location: Proposed location of trash/recycling receptacles and screened perimeter to be relocated on the existing parking lot as shown on the site plan included in the design documents. This potentially could be a Major Exception – to be determined by the planning review committee.

2. Fencing: **Major Exception**

The existing lot has a chain link fence that is noted to remain, no new work. The site plan included in the design documents note a new fence, to match existing, at the area of parking on the adjacent lot that OTS had discussed leasing from the city. Under Table 9, the use of chain link is prohibited so an exception is required.

Per Table 10: Landscaping Standards for all Developments

1. Trees: All existing trees shall be retained and preserved as required in Section 9229 – Tree preservation and planting requirements. No trees to be removed in this proposed scope of work.

Per Table 11: Frontage Types and Storefront Standards

1. Façade Orientation: **Minor Exception**

Due to the path of travel from the existing building to access the counseling rooms in the proposed modular building, the main entrance into the modular building is being shown as directly across from the exterior exits of the existing building prior to the entering the uncovered existing parking lot.

Per Table 12: Architectural Elements and Materials

1. Existing building: No modifications as part of this proposed development

2. Materials: **Minor Exception**

Exterior Materials are provided by the modular building manufacturer as a standard and are not modifiable. Exterior material is made of metal panels – refer to 3D rendering provided in the design documents for more information and panel layout.

3. Roof of modular building:

Modular building roof is part of each unit and is flat. There is no mechanical equipment located on the roof.

Per Table 14: Number of Parking Spaces Required by Zone

1. Open Parking:

In the GU zoning district, the number of required parking spaces is 1 for every 300 gross square feet. In the proposed design, the existing parking lot is to remain with the relocation of the two (2) existing accessible parking spots & aisle, and the

existing EV parking spot. No other new parking is currently planned on the existing lot. OTS has been in discussions with the City of Ukiah to lease a portion of the adjacent parking lot that the city owns to use for clinic staff.

Per Table 18: Open Parking Lot Design Standards

1. Landscaping: Exception not required.

All existing landscaping to remain in the existing open parking lot, proposed design does not remove or add any landscaping to the lot. Per note regarding existing facilities – Existing open parking facilities as of the date of the adoption of this code, shall be considered legal at the time of their creation. The existing lot has an irrigation system in place to service the existing landscaping.

Per Table 24: Required Parking Lot Trees

1. No additional parking lot trees are noted to be installed in the existing parking lot. The site contains existing trees to remain, none added or removed in the proposed scope of work.

Per 9230.7 Pedestrian / Bike Paths

1. The existing lot is along the Gibson Creek Corridor. There is a section of the existing parking lot that includes an area of the Gibson Creek that is comprised of a dry creek bed with plants and a chain link fence around it. The entire portion of the creek residing on the lot is separated from the neighborhood by an existing chain link fence around the entire parking lot and is inaccessible to any bike or pedestrians. No change to creek access as part of this proposed work.

Sincerely,
LPA, Inc.

Theresa Maurer
2675 Truxtun Rd.
San Diego, CA 92106

cc: Daniel Grassi (dgrassi@ots.health)

Ukiah City
Perkins Addition Lots 1 thru 7 Bk.3 Pg.376 Ds.
Hospital Drive Medical Plaza C2 D39 P54

3-031
3-014

2-19



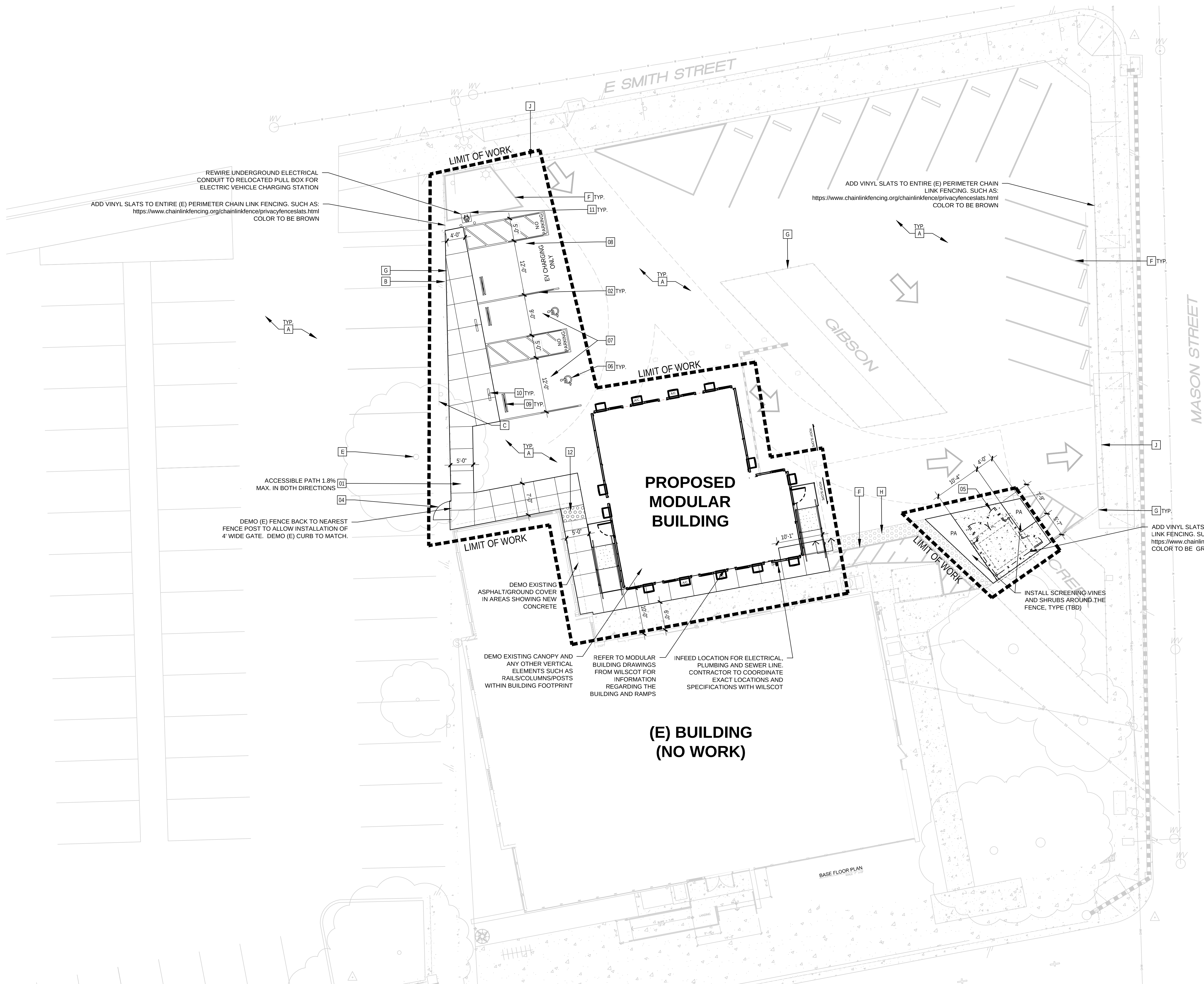
NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map
County of Mendocino, Calif.
March, 1948

NEW LIFE CLINIC EXPANSION NEW MODULAR BUILDING

280 E STANDLEY ST.
UKIAH, CA 95482

SITE DEVELOPMENT PERMIT SET
UPDATED - 02/20/2024



KEYNOTES			
NOTE	DESCRIPTION	DET/ SHT	COLOR / FINISH/NOTES
01	CONCRETE PAVING		TO MATCH EXISTING; ADD 1/4" SCORE JOINTS EVERY 5' MAX. NEW CONCRETE TO BE FLUSH TO ADJACENT AREAS
02	PAVEMENT STRIPING		TO MATCH EXISTING
03	CHAIN LINK FENCING		TO MATCH EXISTING
04	CHAIN LINK PEDESTRIAN GATE		TO MATCH EXISTING
05	TRASH ENCLOSURE W/ CONCRETE PAD	01/ L5.01	-
06	ACCESSIBLE SYMBOL	02/ L5.01	-
07	ACCESSIBLE PARKING STALL	02/ L5.01	-
08	EV PARKING STALL	02 L5.01	-
09	CONCRETE WHEEL STOP		SALVAGED AND RELOCATED
10	ACCESSIBLE SIGNAGE		SALVAGED AND RELOCATED
11	BOLLARDS AND EV CHARGER		SALVAGED AND RELOCATED
12	TRUNCATED DOMES	02/ L5.01	TO MATCH EXISTING

REFERENCE KEYNOTES		
NOTE	DESCRIPTION	COMMENTS
A	EXISTING PAVING	PROTECT IN PLACE REPAIR AS NECESSARY AFTER REMOVAL OF TRASH ENCLOSURE
B	EXISTING CURB	PROTECT IN PLACE
C	EXISTING SIGNAGE	PROTECT IN PLACE
D	EXISTING CONCRETE WHEEL STOP	PROTECT IN PLACE
E	EXISTING TREE	PROTECT IN PLACE
F	EXISTING PAVEMENT STRIPING	PROTECT IN PLACE
G	EXISTING FENCING	PROTECT IN PLACE
H	EXISTING TRUNCATED DOMES	PROTECT IN PLACE
I	EXISTING GATE	PROTECT IN PLACE
PA	NEW PLANTING AREA	

DRAWINGS ARE FOR SITE
DEVELOPMENT PERMIT ONLY -
NOT FOR CONSTRUCTION

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Revision	Date

Submittal	Date

Project Number	30953
Date Published	02/20/2024
Checked By	RG
Scale	1" = 10'-0"

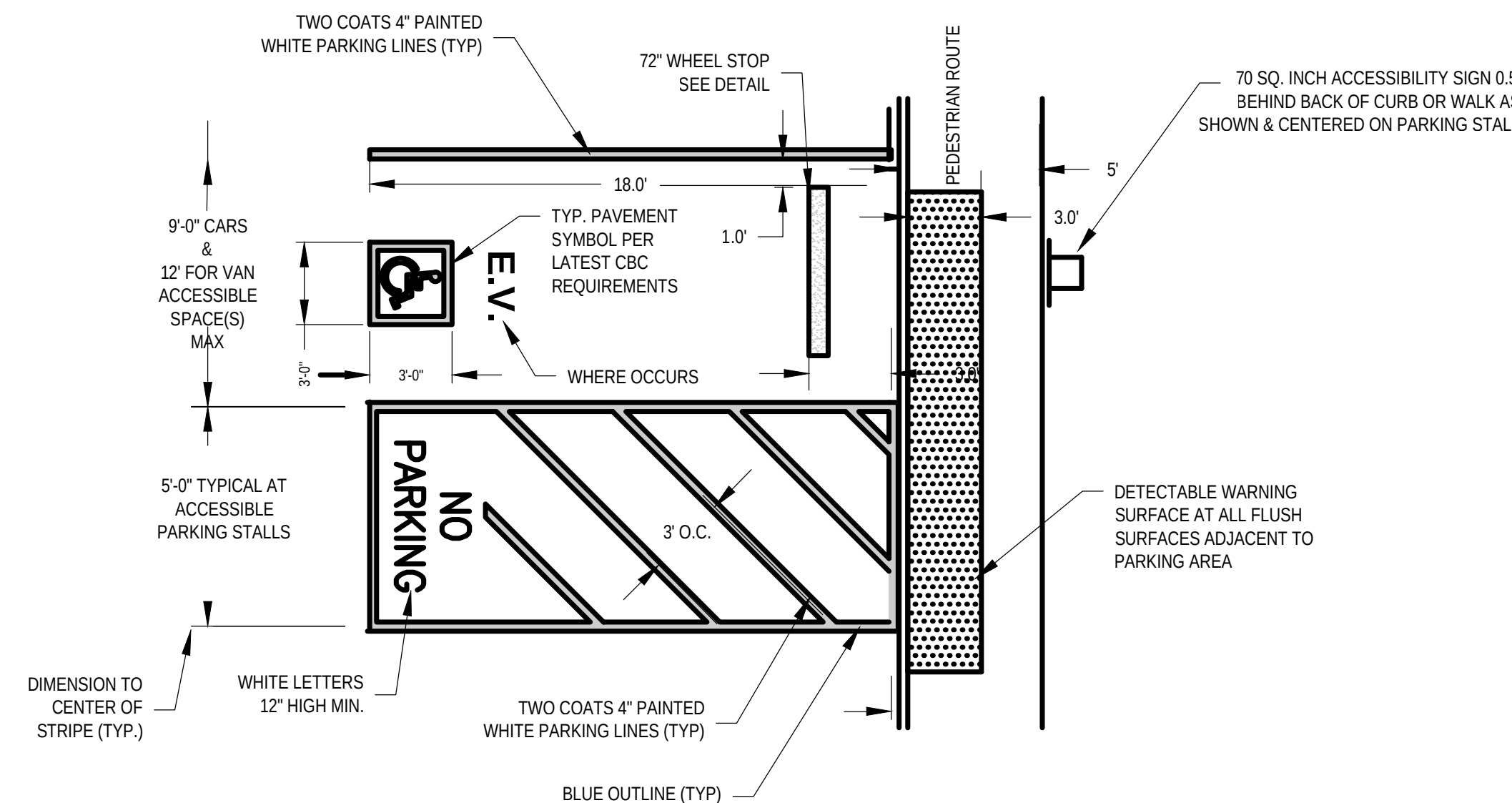
SITE PLAN

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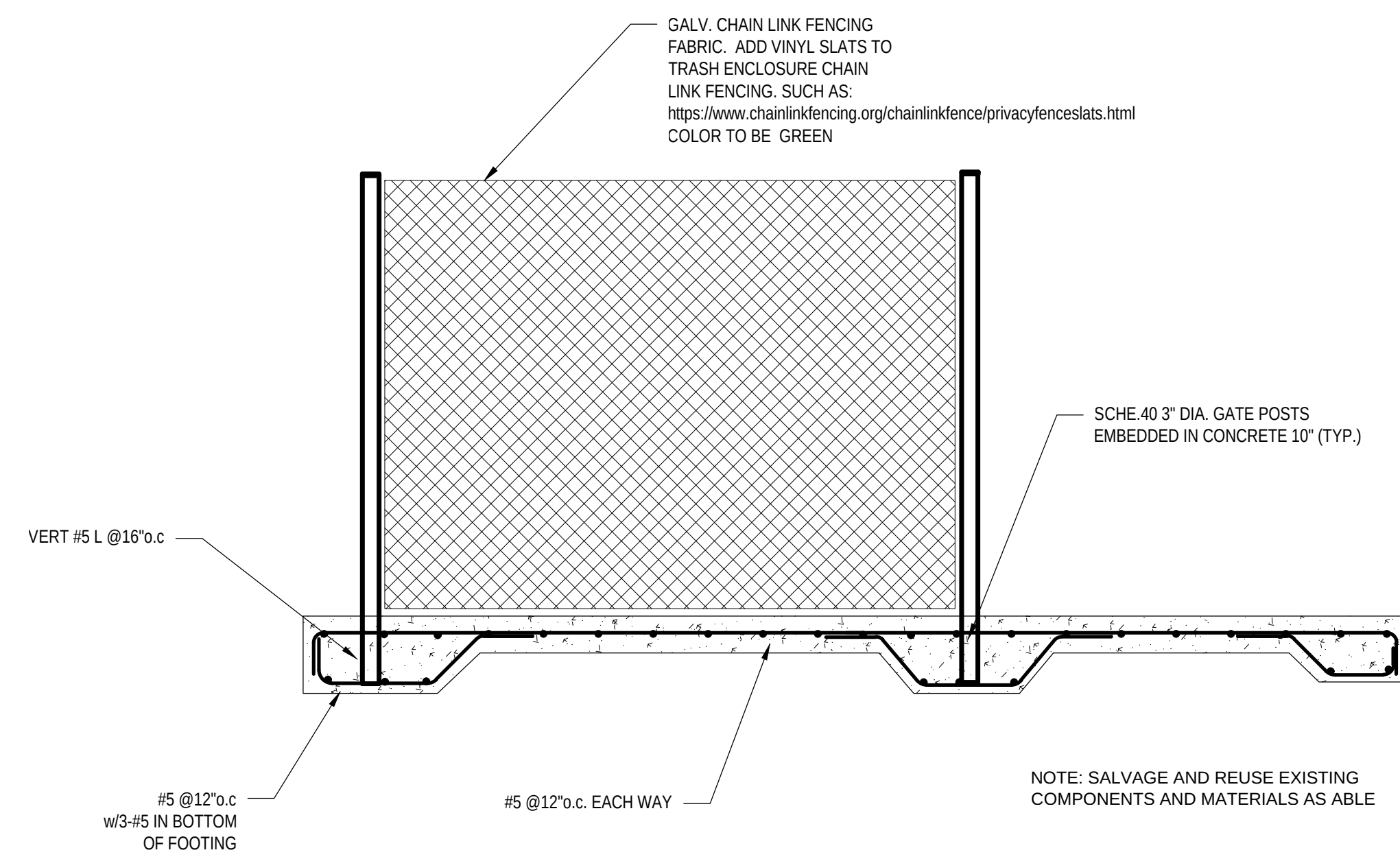
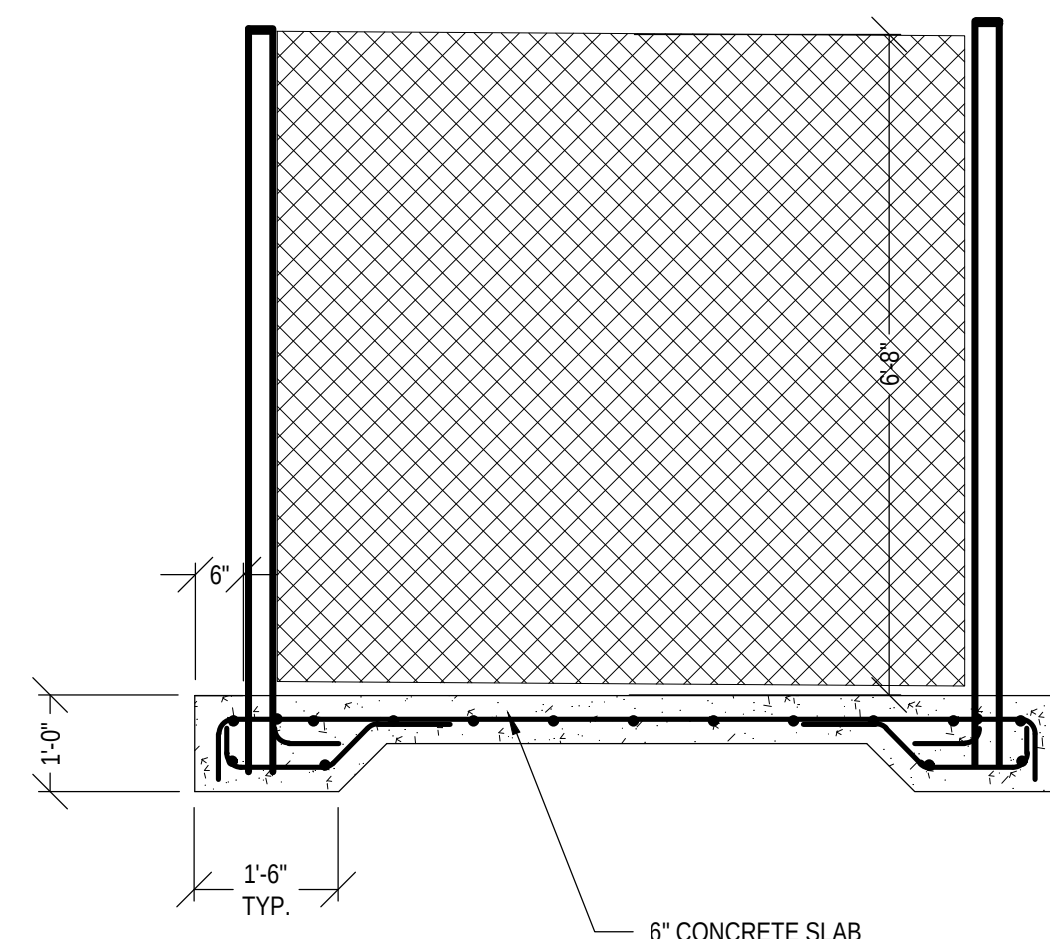
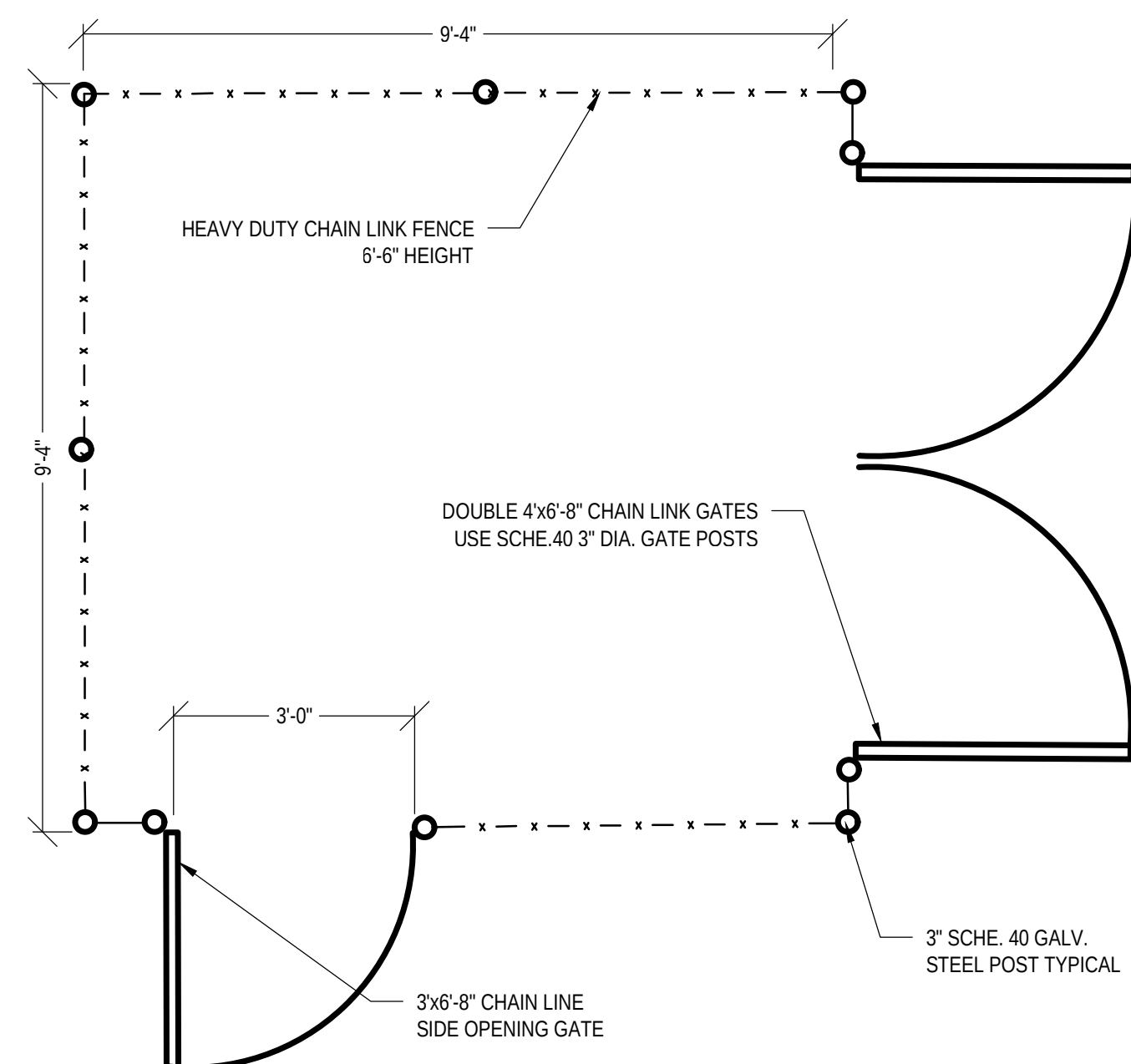
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TYPICAL ADA ACCESSIBLE PARKING STALL

NTS

02



CHAIN LINK TRASH ENCLOSURE W/ PLASTIC SLATS

NTS

01

[illegible][illegible]

Project Number	30953
Date Published	02/20/2024
Checked By	RG
Scale	AS SHOWN

CONSTRUCTION DETAILS

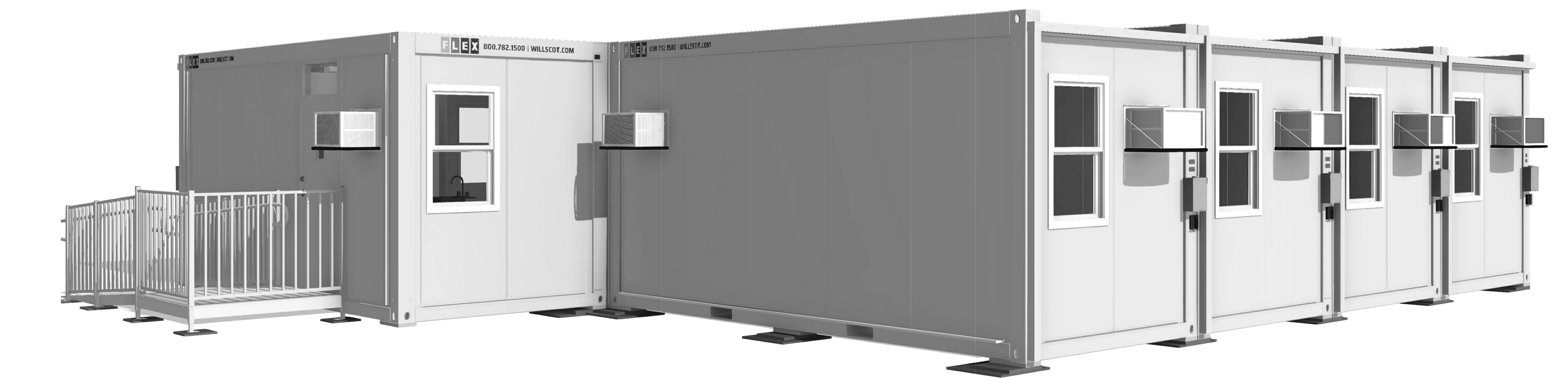
L5.01

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ADDITIONAL INFORMATION WILL
BE PROVIDED AT STATE REVIEW.

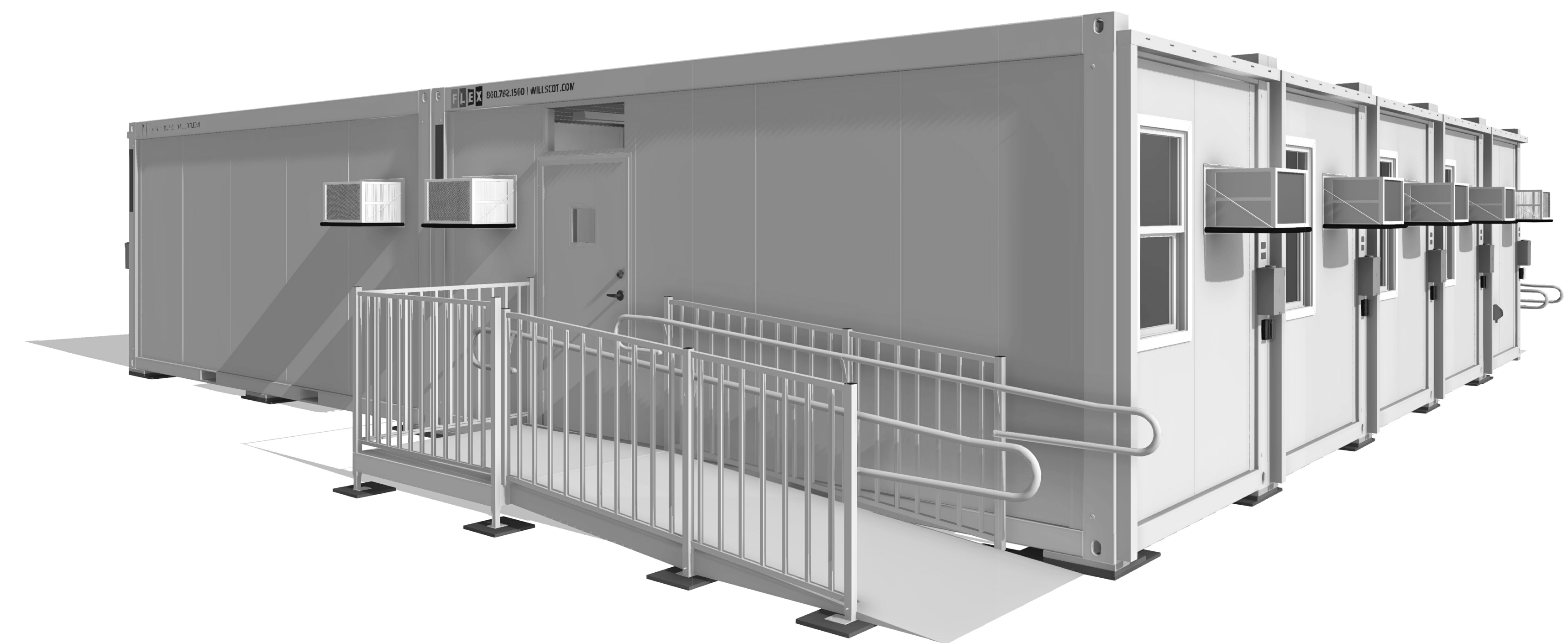
DRAWINGS ARE FOR SITE
DEVELOPMENT PERMIT ONLY -
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FLEX WALL PANEL SCHEDULE - LEVEL 1		
TYPE MARK	DESCRIPTION	QTY.
	FLEX WALL PANEL - 972 - AC1	8
WP-1	FLEX WALL PANEL - 1113 - TYPICAL	16
WP-2	FLEX WALL PANEL - TELL - With STD Door_LH Swing	1
WP-4	FLEX WALL PANEL - 972 - TYPICAL	2
WP-5	FLEX WALL PANEL - 972 - AC	1
WP-7	FLEX WALL PANEL - 1113 - AC	4
WP-8	FLEX WALL PANEL - TELL - With STD Door	1
WP-19	FLEX WALL PANEL - 972 - 2740 Window Single Hung	9
Grand total: 42		

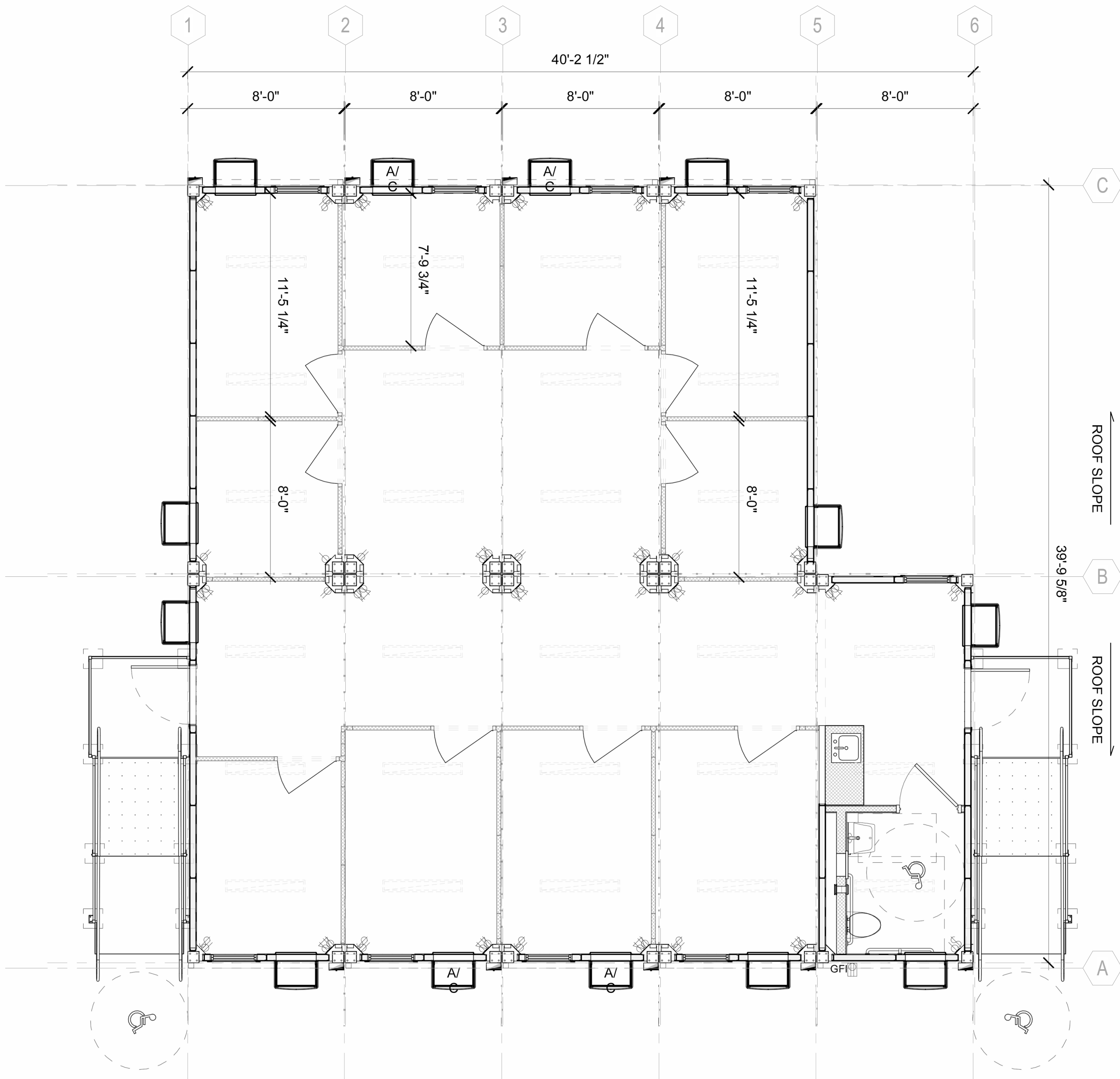
TAP WALL SCHEDULE - LEVEL 1		
TYPE MARK	DESCRIPTION	QUANTITY
T-1	EW80013	1
T-2	T CHANNEL - EW80010/EW80011	8
T-4	WC - EW80001 (WALL CHANNEL)	16
TS-1	3- EW80002 (3.5" FILLER POST)	9
TS-2	S-7 - EW91013 (7.38" SOLID PANEL)	5
TS-3	S-15 - EW91012 (15.50" SOLID PANEL)	9
TS-4	S-37 - EW91011 (37.63" SOLID PANEL)	9
TS-5	S-48 - EW91010 (47.75" SOLID PANEL)	17
TS-6	S-DOOR_RH - EW91001 (FLEX PREMIUM RH DOOR)	4
TS-7	S-DOOR_LH - EW91002 (FLEX PREMIUM LH DOOR)	6



3D VIEW 01 | NTS



3D VIEW 02 | NTS



LEVEL 1 - FLOOR PLAN

1/4" = 1'-0"	01
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[illegible][illegible]

Job Number	30953.02
Date Published	01/17/24
Checked By	TM
Scale	1/4" = 1'-0"

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NEW LIFE CLINIC EXPANSION

280 EAST STANDLEY STREET
UKIAH, CA 95482

Developed for
ONE TOGETHER SOLUTIONS, LLC

Revision	Date

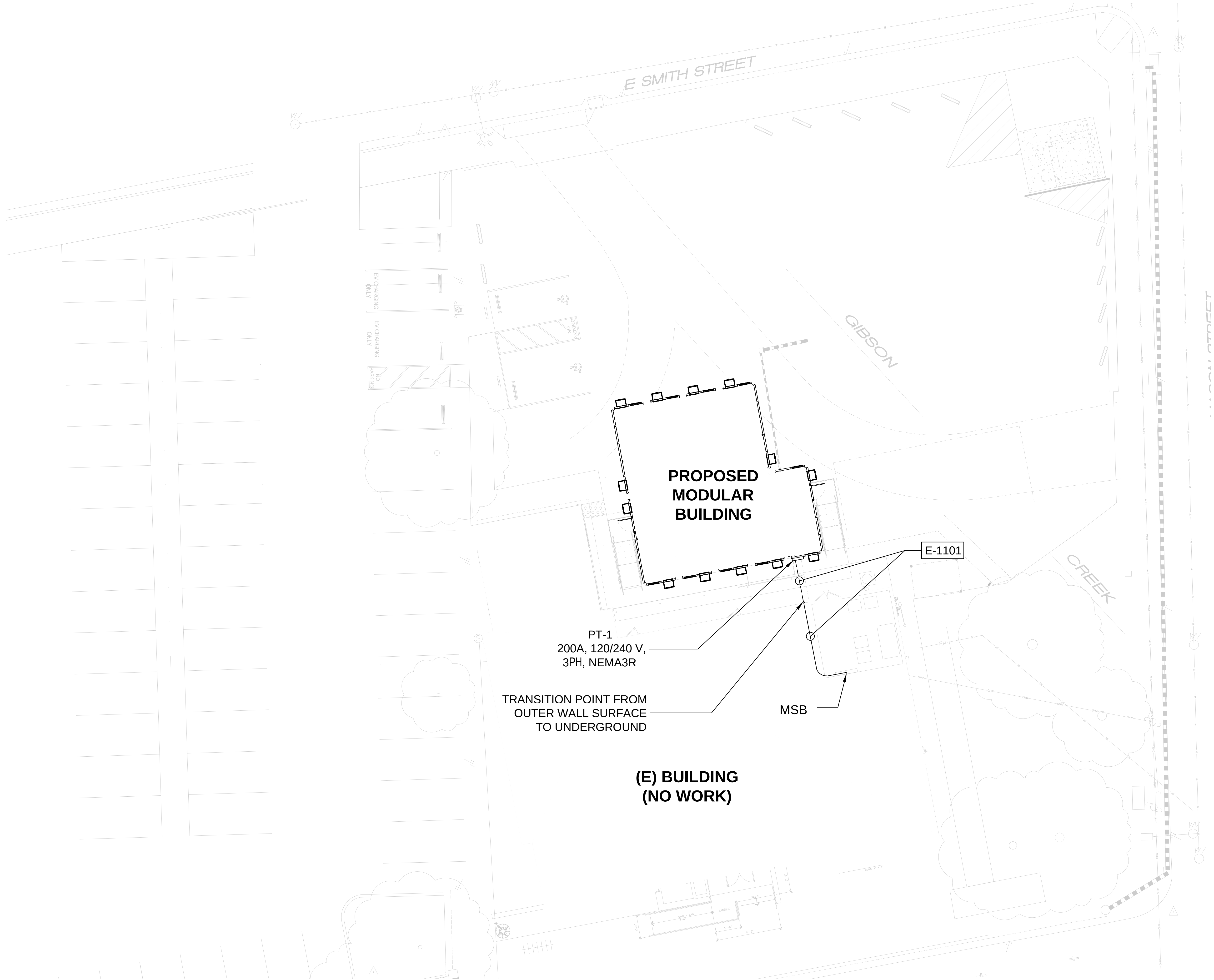
Submittal	Date

Project Number	30953
Date Published	12/29/2023
Checked By	SB
Scale	1/8" = 1'-0"

ELECTRICAL
SITE PLAN

KEYNOTES

E-1101	FEEDER SIZING SHOWN ON SHEET E4.01.
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LEASE AGREEMENT

Between

THE CITY OF UKIAH, CALIFORNIA

AS LANDLORD

and

NEW LIFE,LLC

d/b/a

NEW LIFE CLINIC

AS TENANT

LEASE AGREEMENT

This Lease Agreement (this "*Lease*"), dated this ____ day of _____, 2020, is made by and between the CITY OF UKIAH, California, whose address is 300 Seminary Avenue, Ukiah, CA 95482 ("*Landlord*"), and NEW LIFE, LLC, dba NEW LIFE CLINIC ("*Tenant*"), a limited liability company formed under the laws, and a governmental subdivision, of the Pinoleville Pomo Nation, a federally recognized Indian tribe, whose address is 500 B Pinoleville Drive, Ukiah, California, 95482.

ARTICLE I PREMISES

1.1 Premises. On the terms and subject to the conditions described in this Lease, Landlord does hereby lease unto Tenant certain space (the "*Premises*") identified on the Lease Summary Page (attached hereto as Exhibit A) consisting of the rentable square footage described therein and located at the building address described therein in Ukiah, California (the "*Building*," or the Building and land sometimes referred to as the "*Property*"). The Property and any work to be performed there by Tenant is also sometimes referred to herein as the "*Project*."

1.2 Acceptance of Premises; Condition. Tenant shall accept delivery of the Premises in its "as is" condition on the Commencement Date (including, without limitation, the condition of the Project, Building, the fixtures and all improvements located on the Property), except for those conditions listed on the Lease Summary Page, which Landlord shall remedy to Tenant's reasonable satisfaction prior to the Commencement Date (defined below). No representation, statement or warranty is or has been made (expressed or implied) by Landlord or on behalf of Landlord as to the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or as to the use that may be made of the same by Tenant or otherwise. In no event shall Landlord be liable for any defect in the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or for any limitation on the use of the Premises, the Project, the Building, the fixtures or any improvements located on the Property.

ARTICLE 2 TERM

2.1 Commencement Date. Except as otherwise provided herein, the effectiveness of this lease shall commence upon full execution by the parties and satisfaction of any contingencies to effectiveness, if any. The Term of this Lease shall commence on the date on which the Premises is delivered to Tenant (the "*Commencement Date*").

2.2 Term. The initial Term of this Lease shall be for the period set forth on the Lease Summary Page and shall begin at noon on the Commencement Date and end at noon on the last day of the sixtieth (60th) full calendar month following the Commencement Date. For the purposes of establishing the dates of increases in the Rent, a "*Lease Year*" shall be the twelve (12) month period commencing on the Commencement Date (or if the Commencement Date is not the first day of the month, commencing on the first day of the month immediately following the Commencement Date) and each anniversary of such date thereafter.

2.3 Rent Commencement. Tenant's obligation to pay Additional Rent (as defined below) shall commence on the Commencement Date. Tenant's obligation to pay Base Rent (as defined below) shall commence on the sooner to occur of: (a) Tenant's opening for business; or (b) one hundred twenty (120) days after the Commencement Date. Tenant will be solely responsible for obtaining all permits required to enable it to operate in the Premises for the Permitted Use (as set forth on the Lease Summary Page) throughout the Lease Term at its sole cost and expense. Tenant shall within fifteen (15) days after the latter of (1) Landlord's execution of this Lease, or (2) Landlord's approval of the plans for Tenant's Work (addressed below), submit all applications and materials necessary to process and obtain Tenant's permits. Tenant agrees to use its best efforts to obtain Tenant's permits by the date that is one hundred twenty (120) days following the mutual execution of this Lease.

2.4 Anticipated Commencement Date. The Anticipated Commencement Date is currently May 1, 2020. Subject to Landlord's rights to adjust the Commencement Date as set forth below, Landlord shall deliver the Premises to Tenant on the Anticipated Commencement Date. Landlord shall provide Tenant with prompt written notice of any anticipated change in the Anticipated Commencement Date.

ARTICLE 3 RENT

3.1 Base Rent. Tenant agrees and covenants to pay to Landlord as Base Rent, without prior notice of demand, and without any deduction or setoff whatsoever, as "Base Rent," the sum set forth on the Lease Summary Page. Tenant shall pay to Landlord the Base Rent in equal monthly installments, in advance, on the first day of each month during the Term of this Lease, without notice, demand, deduction or offset (except as may otherwise be expressly provided in this Lease). The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. In the event that the Rent Commencement Date is a date other than the first day of a month, the Base Rent for the first month shall be prorated based on a thirty (30) day month and paid on the Rent Commencement Date. Said rental shall be paid to Landlord at its address shown on the Lease Summary Page, or to such other person or at such other place as Landlord may from time to time designate in writing.

3.2 Periodic Adjustment. The Base Rent shall be adjusted annually as stated on the Lease Summary Page.

3.3 Additional Rent. Tenant covenants and agrees to pay, as Additional Rent, all costs and expenses relating to the Premises, including utilities, maintenance and repair thereof per Article 7; and all other costs and expenses which Tenant is obligated to pay under this Lease (collectively, "*Additional Rent*").

3.4 [reserved]

3.5 Taxes and Insurance.

3.5.1 Estimation of Operating Expenses. Landlord will deliver to Tenant a written estimate of Operating Expenses. "*Operating Expenses*" as used in this Section 3.5

includes property taxes and assessments (Article 12), and premiums paid by Landlord for insurance (Article 10) attributable to the Premises. The estimated Operating Expenses for the calendar year 2020 are as set forth in the Lease Summary Page.

3.6 (reserved)

3.7 Rent. The Base Rent together with any annual adjustments and Additional Rent shall be referred to herein as the "*Rent*." Any delay or failure of Landlord to compute or bill for such annual adjustment to the Rent shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjustment.

3.8 Lease a Net Lease. It is the intent of the parties that the Base Rent provided in this Lease shall, subject to the express terms hereof, be a net payment to Landlord; that, except as otherwise expressly provided herein, the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Premises, including any damage or destruction affecting the Premises, and any action by governmental authority (except Landlord) relating to or affecting the Premises; that the Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that Landlord shall not bear any costs or expenses relating to the Premises or provide any services or do any act in connection with the Premises except as otherwise specifically provided in this Lease or required by applicable law.

ARTICLE 4 SECURITY DEPOSIT

4.1 Security Deposit. Tenant has deposited with Landlord the sum indicated on the Lease Summary Page as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within fifteen (15) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the Lease Term and any extension thereof. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest, and upon such transfer Landlord shall then be released from any liability with respect thereto.

ARTICLE 5 USE

5.1 Use. Tenant shall use the Premises for the purposes as set forth on the Lease Summary Page and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

5.2 Compliance with Laws; Waste; Nuisance. Tenant covenants that it shall: (a) at its sole cost and expense, promptly comply with all applicable federal, state and local laws, statutes, rules, regulations, requirements, ordinances, codes and orders and all applicable industry codes, energy codes and standards, including, but not limited to, all environmental laws and regulations, now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the Tenant's specific use or occupancy of the Premises ("*Laws*"); (b) keep the Premises in clean, neat, and orderly condition, free of objectionable noise, odors, nuisances, and will in all respects, and at all times, fully comply with all health and policy regulations; (c) not suffer, permit, or commit any waste; (d) not suffer, permit, or commit, or permit any patron or invitee of Tenant to commit, any nuisance or unacceptable loitering on, about, or around the Premises; and (e) not use, suffer or permit any person(s) to use the Premises or any part thereof, or common elements (sidewalks, hallways, etc.), for conducting thereon any nuisance, distress, harassment, or illegal activity.

5.3 Insurance Rates. Other than use of the Premises for the purposes set forth on the Lease Summary Page, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents.

ARTICLE 6 ALTERATIONS AND ADDITIONS

6.1 Alterations and Additions by Tenant. After completion of Tenant's Work, Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof (except routine maintenance, repairs, and replacements as may be necessary in the ordinary course) without first obtaining Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. All alterations, additions or improvements to be made by Tenant to the Premises, or any part thereof, shall be subject to the terms, conditions and processes set forth in the Work Letter attached to this Lease as Exhibit B. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions or improvements to the Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture, equipment and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord and shall be surrendered with the Premises, unless Landlord otherwise elects and notifies Tenant thereof at the time it provides approval of the subject alterations, additions or improvements. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as

absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent, make cosmetic alterations to the Premises so long as such alterations: (i) cost less than \$50,000 in any given twelve month period, (ii) do not require permits from any governmental agency and (iii) do not affect building systems.

6.2 Removal. Tenant shall, on or before the last day of the Term, at Tenant's sole cost and expense, remove any alterations, additions, or improvements made which have been designated by Landlord to be removed as set forth in Section 6.1 above, and repair any damage to the Premises caused by such removal.

6.3 Liens. Tenant covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Premises by, through or under Tenant. At least fifteen (15) days prior to any alterations, additions or improvements, Tenant shall provide written notice to Landlord of the date of commencement of same. Prior to the commencement of any alterations, additions or improvements, Tenant shall comply with Civil Code Section 8444, including by giving a Notice of Owner's Non-Liability in the form attached hereto as Exhibit C, or in such other form as Landlord may from time to time require in writing, to the construction contractor and any subcontractors by any of the following means:

- (a) Personal delivery.
- (b) Mail in the manner provided in Section 8110.
- (c) Leaving the notice and mailing a copy in the manner provided in Section 415.20 of the Code of Civil Procedure for service of summons and complaint in a civil action.

Tenant shall also (1) post in conspicuous locations as directed by Landlord and maintain on the Premises and Building Notices of Owner's Non-Liability and (2) record the Notice of Owner's Non-Liability in the Official Records of Mendocino County.. Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interest and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Property on account of any such lien, including, without limitation, bonding, escrow or endorsement of the title insurance policy of Landlord and any holder of a mortgage or deed of trust encumbering the Property. If Tenant so contests, then on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with interest and costs, and will cause the lien to be released and any judgment satisfied.

ARTICLE 7 MAINTENANCE

7.1 Maintenance by Tenant Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and every part thereof not expressly set forth as Landlord's obligation hereunder, including, but not limited to, all partitions, doors, signs, plate glass, fixtures (including

fluorescent lighting fixtures, tubes, and ballasts), business equipment, and appurtenances thereof, in good condition and repair, including periodic painting. Tenant's obligations include contracting and paying separately for all janitorial services required for or supplied to the Premises and all medical waste or biohazard storage, removal and disposal services. Except as specifically provided in this Lease (e.g., pursuant to Landlord's Work as discussed in the Lease Summary Page), Landlord shall have no obligation whatsoever to alter, remodel, improve, maintain, repair, decorate or paint the Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building except as specifically herein set forth.

7.2 Maintenance by Landlord. Landlord shall repair and maintain the roof, plumbing to the point it enters the Premises, air conditioning (excluding duct work performed by Tenant), life safety (excluding any portion altered by Tenant as contemplated under Exhibit B, and excluding any fire alarms installed as a result of Tenant's specific use), heating and ventilation (excluding duct work performed by Tenant), mechanical and electrical systems (to the point it enters the Premises), common facilities and areas, garage, and parking areas, and the structural components of the Premises and the Building. "Structural components" shall mean exterior walls, slab-floor and foundation. If Landlord is required, however, to make structural repairs by reason of willful misconduct or negligent acts or omissions of Tenant or any person present on the Premises at the request of or for the benefit, direct or indirect, of Tenant, Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor. Failure of Tenant to pay such amount within ten (10) business days after presentment shall constitute a material default hereunder. Landlord's obligation to maintain as set forth above shall not include any supplemental air conditioning required for or supplied to the Premises or any plumbing included in Tenant's Work.

7.3 Landlord's Right to Cure. If Tenant refuses or neglects to repair the Premises or property as required hereunder to the reasonable satisfaction of Landlord within ten (10) days after written demand (or immediately in the event of an emergency), Landlord may make such repairs without liability on its part to Tenant for any loss or damage that may accrue to Tenant's merchandise, personal property, fixtures, equipment or leasehold improvements or to Tenant's business by reason thereof. Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor.

7.4 Overload. Tenant shall not install any electrical equipment that overloads the wiring panels, etc., in the Premises. Tenant shall make at its own expense whatever changes are necessary to relieve any overload condition and to comply with the requirements of the insurance underwriters or the governmental authorities having jurisdiction.

7.5 Tenant's Use of Mechanical System. Tenant shall not, at any time during the Lease Term or during its possession of the Premises, use any mechanical systems or structural components (e.g., plumbing, heating, demising partitions) in such a manner as to intentionally or negligently cause damage thereto. Tenant shall be responsible for, and shall reimburse Landlord for any cost or expenses associated with Tenant's breach of this provision.

ARTICLE 8 ASSIGNMENT AND SUBLETTING

8.1 Assignment Prohibited. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, or change the membership or ownership of Tenant or the organization of Tenant as a limited liability company without first obtaining Landlord's written consent, which Landlord may not unreasonably withhold, condition or delay. Tenant will pay to Landlord, as Additional Rent, all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that Landlord incurs in connection with any requested assignment, sublease or other transfer, including a change in the ownership or organization of Tenant.

8.2 Consent Required. Any assignment or subletting or other change subject to Section 8.1 without such consent shall be void. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person.

8.3 Landlord's Rights in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, as currently owned and organized, Landlord may collect Rent from such assignee or other party, and apply the amount collected to the Rent reserved hereunder, but such collection and application shall not constitute a consent to or waiver of the necessity of consent to such assignment, subleasing or other transfer, nor shall such collection and application constitute the recognition of such assignee, sublessee, or other party as the tenant hereunder. In the event that Landlord shall consent to an assignment or sublease hereunder, Tenant shall pay to Landlord reasonable costs for the processing of such assignment or sublease requiring Landlord's consent.

ARTICLE 9 INDEMNIFICATION

9.1 Tenant Indemnification. Tenant agrees to defend, pay, indemnify and hold harmless (collectively, "Indemnify") Landlord against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind (collectively, "Claims") arising from Tenant's use and/or occupancy of the Premises or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the Building, and shall further Indemnify Landlord against and from any and all Claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from any and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such Claim or any action or proceeding brought thereon, and, in any case, action or proceeding be brought against Landlord by reason of any such Claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant shall not be required to Indemnify Landlord for any Claim caused by the gross negligence or willful misconduct of Landlord. Tenant hereby waives all claims against Landlord for damage to

property or injury to persons in or upon the Premises, from any cause other than the gross negligence or willful misconduct of Landlord.

ARTICLE 10 INSURANCE

10.1 Insurance.

10.1.1 Tenant's Liability Insurance. Tenant shall comply with the insurance requirements in the attached Exhibit A, Insurance Requirements for Lessees (No Auto Risk).

10.1.2 Casualty Insurance. Landlord covenants and agrees to obtain and keep in full force and effect during the Lease Term, casualty insurance as hereinafter defined. Casualty insurance shall mean property insurance or equivalent coverage through a pooled risk joint powers authority, including "special causes of loss" coverage with respect to the Property, in an amount equal to the full replacement cost thereof, with coinsurance clauses of no less than ninety percent (90%), and with coverage, at Landlord's option, by endorsement or otherwise, for all risks, vandalism and malicious mischief, sprinkler leakage, boilers, and rental loss and with a deductible in the amount for each occurrence as Landlord, in its sole discretion, may determine from time to time. Casualty insurance obtained by Landlord need not name Tenant as an insured party and may, at Landlord's option, name any mortgagee or holder of a deed of trust as an insured party as its interest may appear. Tenant shall be responsible for obtaining, at Tenant's option, cost and expense, insurance coverage for personal property and leasehold improvements of Tenant and for business interruption of Tenant.

10.1.3 Landlord's Liability and Loss of Rents Insurance. Landlord may procure and maintain commercial general liability insurance for injuries or damage with respect to the ownership, operation, and use of the Property, in such coverage and amounts as from time to time may be deemed appropriate by Landlord. Landlord may also procure loss of rents insurance with respect to the Premises in an aggregate amount equal to not more than twelve (12) times the sum of the monthly requirement of Base Rent.

ARTICLE 11 UTILITIES

11.1 Services and Utilities. Landlord shall, at Landlord's sole cost and expense, provide the utility connections specified in the Work Letter stubbed into the Premises. Tenant shall be solely responsible for distribution of the utilities and all consumption costs of said utilities unless otherwise expressly set forth in the Work Letter. Tenant covenants and agrees to contract in Tenant's own name and to pay all charges for interior janitorial service, water, sewage, disposal, storm drainage fees, gas, electricity, light, heat, power, telephone or other utility services used, rendered or supplied to or for the Premises. Any and all tap fees, EDU fees, meter fees (except as expressly set forth in the Work Letter), fixture fees, connection fees, impact fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Tenant.

ARTICLE 12 PROPERTY TAXES

12.1 Taxes. The parties acknowledge that Landlord is a general law municipal corporation which is exempt from ad valorem real property taxes on real property it owns which is located within the city limits. The Leased Premises is City owned property. Tenant shall pay and discharge all possessory interest taxes on its leasehold interest in the Leased Premises and any and all personal property or business inventory taxes (if any) which are levied, assessed, imposed or charged upon its personal property (including, but not limited to, leasehold improvements, equipment, furniture, fixtures and personal property located in the Premises) or which arise out of or result from the activities carried on by Tenant upon the Premises. Such taxes shall be paid by Tenant promptly when due, provided that Tenant reserves the right, at its own cost and expense, to contest any taxes or assessments which it deems to be improper or unreasonable. Tenant covenants and agrees to pay, as Additional Rent, the taxes it is responsible for paying under this Section 12.1.

ARTICLE 13 ENTRY BY LANDLORD

13.1 Entry By Landlord. Landlord reserves and shall at any and all reasonable times have the right upon 24 hours' advance written notice (or no notice in the event of an emergency) to enter the Premises, inspect the same, perform any obligations of Tenant that Tenant has failed to perform hereunder, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonable as required by the character of the work to be performed, always providing that the entrances, exits, parking spaces and lots, and other critical areas a part of or connected to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Provided Landlord's access is in accordance with this Section 13.1, Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof Landlord shall use commercially reasonable efforts to avoid making repairs to the Premises between the hours of 5:00 a.m. and 12:00 p.m.

ARTICLE 14 RECONSTRUCTION

14.1 Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged by fire or other perils covered by the casualty insurance required pursuant to

Section 10.1.2 hereof, Landlord agrees to forthwith repair the same to the extent that proceeds of casualty insurance are available therefor; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by Tenant in the Premises. Any reduction in Rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired. If the time estimated to repair the damage by Landlord's licensed and reputable general contractor exceeds 360 days, either Landlord or Tenant may terminate this Lease effective as of the date such opinion is given.

142 Non-Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged as a result of any cause other than the perils covered by casualty insurance, Tenant shall have the right, but not the obligation, to repair the same. Unless within ninety (90) days of the date the damage occurred ("Occurrence Date"), Tenant gives Landlord written notice of its intent to repair the damage, the Lease shall terminate. If Tenant gives a timely notice of its intent to repair the damage, Tenant shall make the repairs in accordance with Section 6.1. Within one hundred twenty (120) days of the Occurrence Date, Tenant must submit for Landlord's approval plans and specifications for making the repairs. Landlord shall approve or provide notice of the reasons for withholding approval of the plans and specifications within forty-five (45) days of their submission. Tenant shall make changes necessary to obtain Landlord's approval of the plans and specifications. Upon Landlord's approval of the plans and specifications, Tenant shall complete repairing the damage in accordance with the Landlord approved plans and specifications and all building permits issued for the repairs within three-hundred sixty (360) days of the Occurrence Date. If Tenant fails to complete the repairs by obtaining a final inspection and approval from the Building Official within said 360 days of the Occurrence Date, the Lease shall terminate. The time requirements in this Section 14.2 are subject to time extensions for unavoidable delays. A delay is unavoidable, if events or occurrences prevent a party's timely performance which event or occurrence is not within the reasonable control of the party and could not have been avoided or the delay reduced by the exercise of reasonable diligence by the party. The time shall be extended by the number of days that the unavoidable delay prevented timely performance. If the Tenant seeks additional time to perform based on an Unavoidable Delay, it must give the Landlord notice of the delay within ten (10) days of its occurrence and the number of additional days it will require to complete performance. Failure to file a timely notice of an Unavoidable Delay waives the right to a time extension.

143 Tenant Responsibility.

1431 Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor coverings, partitions, or any other property installed in the Premises by Tenant (collectively, "*Tenant's Property*").

1432 Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

14.3.3 If a fire or other casualty is the result of the willful misconduct or negligence of Tenant or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Rent as otherwise provided for in this Article.

ARTICLE 15 EMINENT DOMAIN

15.1 Eminent Domain. If a portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, such that there is not sufficient space left in the Premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, then and in such event either party hereto shall have the right, at its option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If neither party elects to terminate as herein provided, or if the above-described termination threshold is not reached, then the Rent thereafter to be paid shall be equitably reduced. Tenant shall be entitled to seek directly from the condemning authority any claims Tenant might have as long as such claims do not reduce the award to Landlord.

ARTICLE 16 ENVIRONMENTAL

16.1 Definitions.

16.1.1 Hazardous Material. Hazardous Material means any substance:

16.1.1.1 which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

16.1.1.2 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous (including any medical waste, biological material, biohazard material or biohazard waste) and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

16.1.1.3 the presence of which on the premises causes or threatens to cause a nuisance upon the premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the premises; or

16.1.1.4 which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

16.1.15 which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

16.1.16 radon gas.

16.1.2 Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, those imposed by the Occupational Safety and Health Administration ("OSHA") or the state or local equivalent agency. Notwithstanding the general scope of the requirements of this Article 16, all Hazardous Materials must be stored, handled, used, transported and disposed of in accordance with all such OSHA regulations, rules, regulations and requirements and those of any applicable state or local agency.

16.1.3 Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the premises or migrating or threatening to migrate to or from the premises, or the existence of a violation of Environmental Requirements pertaining to the premises.

16.2 Tenant's Obligation to Indemnify, Defend and Hold Harmless. Tenant, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Tenant or its employees, agents, contractors, subcontractors, or guests, licensees, or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon:

16.2.1 Landlord;

16.2.2 any other person who acquires an interest in the Premises in any manner, including but not limited to purchase at a foreclosure sale or otherwise; and

16.2.3 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns, guests and invitees of such persons.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent,

and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Tenant, at its sole expense, may employ additional counsel of its choice to associate with counsel representing the indemnified parties.

163 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all actions to remediate the Premises, Building, and Land which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Building and Land, or are required by Environmental Requirements, which remediation is necessitated by the 1) introduction of a Hazardous Material upon, about or beneath the Premises or 2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities.

164 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

165 Negative Covenants.

165.1 No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Upon request, Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

165.2 No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees of a violation of any Environmental Requirements upon, about or beneath the Premises or any portion of the Building or Land.

166 Landlord's Right to Inspect and to Audit Tenant's Records Concerning Hazardous Materials. Landlord shall have the right in its sole and absolute discretion, but not the duty, to, upon not less than twenty-four (24) hours prior written notice (except in the event of an emergency, in which case no prior written notice shall be required, but Landlord will use reasonable efforts to provide prior oral notice) and at reasonable times enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

167 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then following written notice and an opportunity to cure as set forth in this Article 16, Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this Lease, to enter the Premises personally or through its agents, consultants or contractors and perform the same. Tenant shall indemnify Landlord for the costs thereof and liabilities therefrom as set forth in Section 16.2.

168 Landlord's Obligation to Indemnify, Defend and Hold Harmless Concerning Environmental Matters. Landlord, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors, guests, licensees or invitees after the Effective Date of this Lease. which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the premises and the activities thereon:

16.8.1 Tenant;

16.8.2 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns and invitees of Tenant.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Landlord, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Tenant.

~~169~~ Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Article 16 and all of its sections shall survive expiration or termination of this Lease.

ARTICLE 17 DEFAULT

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

17.1.1 The vacating or abandonment of the Premises by Tenant except as permitted hereby.

17.1.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within ten (10) days after receipt of written notice from Landlord (provided, Landlord shall only be required to give written notice once per consecutive twelve (12) month period) of when due.

17.1.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

17.1.4 The insolvency of the Tenant; the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

17.2 Remedies In Default. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees, any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. In the event Tenant shall have wrongfully abandoned the Premises, Landlord shall have the option of (a) taking possession of the

Premises and recovering from Tenant the amount specified in this paragraph, or (b) proceeding under the provisions of the following paragraph (b).

1722 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

1723 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the State of California.

17.3 Landlord Default. If Landlord fails to perform any of its obligations under this Lease within thirty (30) days following Tenant's reasonable written notice thereof (or within such longer period of time if the nature of such failure is such that it cannot reasonably be cured within such 30-day period, so long as Landlord has commenced such cure within the 30-day period and diligently pursues completion), then Tenant shall have the right, but not the obligation, to perform any such obligations on behalf of Landlord and thereafter demand payment from Landlord, and Landlord shall promptly reimburse Tenant for any and all such reasonable costs.

ARTICLE 18

18.1 Intentionally Omitted.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT

19.1 Compliance. Landlord shall be responsible for the design and construction of any common facilities in compliance with the Americans With Disabilities Act ("ADA"). Tenant shall be responsible for the design and construction of Tenant's Work, in compliance with the ADA and any alterations or improvements to the Premises required under the ADA which are necessitated by any Tenant-initiated alterations, additions or improvements or which are necessitated as a result of the employment by Tenant (or any subtenant, assignee or other occupant of the Premises) or any individual with a disability.

ARTICLE 20

FORCE MAJEURE

20.1 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered or prevented from the performance of any obligation required under this Lease (with the exception of monetary obligations) by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, delays in obtaining governmental approvals and permits, riots, insurrection, war or any other reason not within the reasonable control of Landlord or Tenant, as the case may be, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extend for a period equivalent to the period of such delay.

ARTICLE 21 REPRESENTATIONS AND WARRANTIES

21.1 Landlord Representations. Landlord represents and warrants that (a) Landlord is a California City duly organized, validly existing and in good standing under the laws of the State of California with full power and authority to execute, deliver and perform this Lease, (b) the individual is duly authorized to execute and deliver this Lease on behalf of Landlord, and (c) that this Lease is binding upon Landlord in accordance with its terms.

21.2 Tenant Representations . If Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of such entity represents and warrants that (a) such entity is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization with full power and authority to execute, deliver, and perform this Lease, (b) each such individual is duly authorized to execute and deliver this Lease on behalf of such entity, in accordance with a duly adopted resolution of the board of directors or other appropriate authorization of such entity, and (c) that this Lease is binding upon such entity in accordance with its terms.

ARTICLE 22 GENERAL PROVISIONS

22.1 Lease Summary and Exhibits. The Lease Summary Page shall be attached to this Lease and be deemed incorporated in this Lease by this reference. In the event of any inconsistency or conflict between the Lease Summary Page and the terms and provisions of this Lease, the terms and provisions of the Lease Summary Page shall control. All exhibits referenced in or attached to this Lease are hereby incorporated in this Lease as if fully set forth herein.

22.2 Estoppel Certificate. Tenant covenants and agrees to execute, acknowledge and deliver to Landlord, upon Landlord's written request, a written estoppel certificate certifying that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect; stating the dates to which Base Rent has been paid, stating the amount of the Security Deposit held by Landlord; and stating whether or not Landlord is in default under this Lease (and, if so, specifying the nature of the default); and stating such other matters concerning this Lease as Landlord may reasonably request. Tenant agrees that such statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Property. Tenant agrees that a failure to deliver such a statement within ten (10) days after written request from Landlord will be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord; that there are no uncured defaults by Landlord under this Lease; and that any representation by Landlord with respect to Base Rent and the Security Deposit are true.

22.3 [reserved)

22.4 Landlord Right to Show Premises and to Install "For Sale" Signs. Tenant covenants and agrees that Landlord and the authorized representatives of Landlord have the right to enter the Premises at any reasonable time upon 24 hours' prior written notice to Tenant for the purposes of showing the Premises to any existing or prospective mortgagee, purchaser or lessee of the Property or the Premises. Tenant covenants and agrees that Landlord may at any time and from

time to time within the last six (6) months of the Term place on or near the Premises a sign advertising the Premises for sale or for lease.

22.5 [reserved]

22.6 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of one hundred fifty percent (150%) of the last monthly Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

22.7 Surrender of Premises. Tenant shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to Landlord in good condition, and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

22.8 Waiver. The waiver by Landlord or Tenant of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

22.9 Limitation of Landlord Liability. In no event shall Landlord be liable to Tenant for any failure of any other tenant in the Building to operate its business. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, any member, manager, partner, shareholder, officer or director of Landlord, their successors, assigns legal representatives, heirs or any mortgagee in possession (for the purposes of this paragraph only collectively referred to as "Landlord") with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the interest of Landlord in the Building, and Property, including, without limitation, rental income, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exception whatsoever.

22.10 Notices. Except as expressly set forth to the contrary herein, all notices, consents and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and be deemed given three (3) days after mailing, if mailed by registered or certified mail, or one (1) day after mailing, if sent by nationally recognized overnight courier. The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date of mailing thereof. All notices and demands shall be addressed to Tenant at the Premises, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States Mail, postage prepaid, addressed to Landlord at the address indicated on the Lease Summary Page, or to such other person or place as Landlord may from time to time designate in a notice to Tenant.

22.11 Recording. Either party shall, upon written request of the other, promptly execute, acknowledge and deliver to the other, a short-form lease or notice or memorandum of lease for recording purposes; and all costs and expenses related to the preparation and recording of such instrument shall be borne by the requesting party.

22.12 Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed upon Tenants shall be joint and several.

22.13 Marginal Headings. The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

22.14 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

22.15 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

22.16 Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

22.17 Interest on Past-Due Obligations. Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1 1/2%) per month from the date when due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

22.18 Late Charge. Tenant shall pay to Landlord with each delinquent payment, in addition to any interest due as provided herein, a monthly collection service charge for any payment not paid to Landlord as and when due hereunder, said charge being equal to five percent (5%) of the amount of the delinquent payment. Payment of such late charge shall not excuse or cure any default by Tenant under this Lease.

22.19 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

22.20 No Construction Against Preparer of Lease. Tenant and Landlord believe that this Lease is the product of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Tenant or Landlord or against either Tenant or Landlord merely because of their efforts in preparing it.

22.21 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and

expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.

22.22 Sale of Premises by Landlord. In the event of any sale of the Building, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease first arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

22.23 Subordination, Attornment. Tenant covenants and agrees that this Lease and Tenant's interest in the Premises shall be junior and subordinate to any mortgage or deed of trust now or hereafter encumbering the Property. In the event of a foreclosure of any such mortgage or deed of trust, Tenant shall attorn to the party acquiring title to the Property as the result of such foreclosure provided that Tenant's interest in the Premises and this Lease not be disturbed so long as Tenant is not in default hereunder beyond any applicable notice and cure period. No act or further agreement by Tenant shall be necessary to establish the subordination of this Lease to any such mortgage or deed of trust, which is self-executing, but Tenant covenants and agrees, upon request by Landlord, to promptly execute such documents as may be necessary or appropriate to confirm and establish this Lease as subordinate to any such mortgage or deed of trust in accordance with the foregoing provisions. If Tenant fails to execute any documents required to be executed by Tenant under the provisions hereof, Tenant hereby makes, constitutes and irrevocably appoints Landlord as Tenant's attorney in fact and in Tenant's name, place and stead to execute any such document.

22.24 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated for any purpose other than as an address of the business to be conducted by Tenant in the Premises. In the event that Landlord changes the name of the Building or the address of the Premises, Landlord shall reimburse Tenant for its reasonable, actual out-of-pocket expenses incurred in connection therewith, up to a maximum of \$1,500.00.

22.25 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

22.26 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22.27 Choice of Law; Venue; Dispute Resolution. This Lease shall be governed by the laws of the State of California. Any action or proceeding hereunder shall be brought in the Mendocino County, and the parties irrevocably consent to the personal and subject matter jurisdiction and the venue of such courts, and waive any rights to alter or change venue, including by removal, as further provided in the attached Limited Waiver of Sovereign Immunity attached hereto as Exhibit D.

22.28 Signs. Tenant may, at Tenant's cost, place signage on the monument sign for the Property and on the exterior of the Premises on the Building, provided that such signage meets the

sign requirements generally followed by Landlord, the sign codes of the City of Ukiah and all applicable laws.

22.29 Brokers. Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease except as stated on the Lease Summary Page and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease, or the transactions relating thereto. Tenant shall be responsible for all broker commissions due to the brokers identified in the Lease Summary Page.

22.30 Parking. Parking, if any, for Tenant, its employees, and its patrons shall be as described on the Lease Summary Page.

ARTICLE 23 ADDITIONAL PROVISIONS

23.1 Tenant Improvements. [reserved]

23.2 Option(s) To Extend. Upon full and complete performance of all the terms, covenants, and conditions herein contained by Tenant and payment of all rental due under the terms hereof, and so long as Tenant is not then in default beyond any applicable notice and cure period of this Lease, Tenant shall be given the option to renew this Lease for such additional term or terms of a length as provided in the Lease Summary Page. The Base Rent computed for the first such option period at the rate per square foot and for any subsequent option period(s) at the rate per square foot as provided in the Lease Summary Page. Each such option shall be exercisable only by delivery of Tenant's signed written notice of extension to Landlord not less than six (6) months prior to the expiration of the then-existing Lease Term. Upon receipt of such notice the Lease shall be deemed to be extended for the additional period at the Base Rent computed as set forth herein and pursuant to all other terms and conditions set forth herein. In the event of exercise of said option, any funds held by Landlord pursuant hereto shall continue to be so held subject to the terms and conditions relating to same.

23.3 [reserved]

23.4 Landlord's Work. Landlord shall perform the work as described in the Lease Summary Page ("*Landlord's Work*") at Landlord's sole cost and expense.

23.5 Tenant's Work. Tenant shall be responsible for all costs related to Tenant's improvements ("*Tenant's Work*"), in accordance with the Work Letter set forth on Exhibit 8 of this Lease.

23.6 Additional Regulatory Matters.

23.6.1 Stark and Anti-Kickback Statutes.

(a) It is expressly recognized and understood that the parties to this Lease intend to comply with all applicable laws, rules, and regulations, including, but not limited

to applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Further, the parties agree that the terms and conditions of this Lease must at all times comply with the "Space Rental and Equipment Rental" or "Rental of Office Space and Rental of Equipment" requirements of the Anti-Kickback Law "safe harbor" regulations and the exception regulations of the Stark Law. Accordingly, the parties agree that it is not a purpose of this Lease to generate referrals for services or supplies for which payment may be made in whole or in part under any federal healthcare program, or violation of any applicable state or local law. The amounts to be paid pursuant to this Lease have been set without reference to the volume or value of any referrals or other business that may occur between the parties and represent the fair market value of the services to be furnished negotiated through good-faith and arm's length bargaining.

(b) Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.

23.6.2 HIPAA. For purposes of this Lease, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Tenant covenants to maintain any books, records, patient charts, patient files, or any other document containing PHI in accordance with all applicable laws, regulations, ordinances, statutes, and rules and Tenant agrees to take all steps necessary to safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of

such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "Business Associate," as that term is defined in HIPAA regulations, and Tenant represents and warrants that Landlord, in its capacity under this Lease, is not Tenant's "Business Associate."

23.6.3 Tenant warrants that each agent, employee, and representative performing medical and related services under this Lease understands the requirements and obligations required of Tenant and each agent, employee, and representative performing medical and related services under this Lease under HIPAA, and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the Anti-Kickback Law and the Stark Law. Tenant's agents, employees, and representatives performing medical and related services under this Lease shall use reasonable efforts to maintain any protected health information orally conveyed by a patient while in the Premises.

23.6.4 Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage, removal and disposal of potentially infectious medical waste generated in the Premises, and Tenant shall provide off-site incineration or other proper disposal in accordance with all applicable laws. Tenant's failure to properly handle, store, remove or dispose of such waste or its failure to comply with all applicable laws, regulations and ordinances (including environmental laws and Environmental Requirements) shall, after the applicable notice and cure period, be deemed a default hereunder. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's practice and use of the Premises. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Additional terms are set forth below regarding Infectious and Hazardous Waste:

INFECTIOUS AND HAZARDOUS WASTE

1. The term Hazardous Materials as used in this Lease shall also include as any solid; liquid or gas that is capable of producing harmful effects on humans or the environment. This material may be infectious, ignitable, corrosive, reactive or toxic. Hazardous Materials become hazardous waste after they have been used. Used needles and syringes are hazardous waste and shall be deemed Hazardous Materials hereunder.

2. Infectious waste shall include any waste that contains pathogen or is capable of producing an infectious disease.

3. Infectious medical wastes are those wastes capable of causing disease and may include the following:

A. Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals, including, without limitation, cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

B. Pathological Wastes - Human pathological wastes, including, without limitation, tissue, organs and body parts, and body fluids that are removed during procedures and specimens of body fluids and their containers.

C. Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

D. Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories, including, without limitation, hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

E. Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V., syringes, and scalpel blades. Unused sharps shall be considered part of infectious medical wastes as it is often difficult to determine if they have been used.

4. Infectious waste will be separated from other waste by containing it in disposable red plastic bags/containers which are impervious to moisture.

5. Needles and sharps must be contained in disposable rigid containers which can be sealed with a tight fitting lid.

6. All spills of infectious waste should be wiped up immediately, using a proper spill kit.

7. Any spillage, or injury from handling infectious wastes must be reported to the Landlord.

8. Specific Disposal Instructions:

Tenant shall, at Tenant's sole cost and expense, be solely responsible for proper containment and disposal of all infectious waste, infectious medical waste, and/or biomedical waste. Tenant shall be responsible to contract for licensed services to handle and dispose of infectious and/or biomedical waste. Such services shall comply with all applicable federal, state, or municipal laws, regulations and guidelines.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF UKIAH,
CALIFORNIA

By: 
Name: Sage Sangiacomo
Title: City Manager

TENANT:

NEW LIFE, LLC DBA NEW LIFE CLINIC

By: _____
Name: _____
Title: _____

EXHIBIT A
LEASE SUMMARY PAGE

1. Tenant Information:

- (a) Name: New Life, LLC dba New Life Clinic
- (b) Tenant's federal taxpayer identification number: 84-4270295

2. Building Information (the "Premises"):

- (a) Address: 280 E Standley Street, Ukiah, CA 95482, and all spaces, lots, sidewalks, yards, and areas appurtenant thereto.
- (b) Type: Single level; non-adjoining; with parking and landscaping.
- (c) Owner: The City of Ukiah, California.
- (d) Approximate Total Rentable Square Footage in Building: 5,600.
- (e) Approximate number of parking lot and street-side parking spaces: Standley Street, 6 spaces, Mason Street, 5 spaces, fenced parking area 18 spaces.

3. Initial Lease Term:

- (a) Period: Five (5) years
- (b) Commencement Date: As set forth in Section 2.1 of the Lease, contingent upon approval of Tenant construction financing and results of Tenant inspection (at Tenant's expense) showing water infiltration and mold damage requiring less than \$10,000 in repair costs, to be borne by Tenant.
- (c) Termination Due to Failure to Obtain Approvals: Tenant shall have the right to terminate this lease upon thirty (30) days notice if (i) after reasonably diligent efforts have been made to obtain all City approvals required for Tenant's proposed use of the Premises are not received within six (6) months, or (ii) Tenant fails to obtain expected federal, state, or county Medicaid related approvals within six (6) months. If Tenant terminates the lease due to failure to obtain all required approvals, Tenant shall remove all debris and litter on the Premises resulting from Tenant's alterations, additions or improvements to the Premises and shall abate any hazardous conditions resulting from the same. As set forth in Section 20.1 of the Lease, entitled Force Majeur, if Tenant is delayed or hindered or prevented from obtaining all required approvals by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, delays in obtaining governmental approvals and permits, riots, insurrection, war or any other reason not within the reasonable control of Tenant, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extend for a period equivalent to the period of such delay.

4. Base Rent:

(a) Total First Year (exclusive of adjustments and partial months): \$67,200.00

(b) Base Rent and Adjustments to Base Rent Will be adjusted annually according to the following Base Rent Schedule of \$67,200.00 and increased per the San Francisco Consumer Price index (or equivalent) not to exceed 5% per year or less than 2% per year.

5. Additional Rent:

(a) Estimated "Operating Expenses" under Section 3.5.1: N/A.

(b) Deposits for Taxes, Assessments, and Insurance: \$N/A.

6. Initial Monthly Payment Due (for Base Rent and Additional Rent): \$5,600.

7. Security Deposit Amount: \$5,600

8. Place for Payments:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482
Attn: Accounts Receivable

9. Option(s) to extend lease term:

First Option: Length of Extension :Five (5) years

Base Rent: to follow Schedule in Section 4

Second Option: Length of Extension :Five (5) years

Base Rent: to follow Schedule in Section 4

10. Parking: At no additional charge.

11. Permitted Use(s): General Medical Practice, including narcotic treatment. (No needle exchange or other similar uses.)

12. Broker(s): Todd Schapmire, W Real Estate. Brokerage address is 101 N State St, Ukiah, CA 95482.

13. Landlord's Work:

Landlord Work to be Completed Prior to Commencement Date: June 1, 2020

- Roofrepair.

The Landlord is not addressing the broken window on west side of Building with resulting interior water damage and potential mold or the asbestos in the popcorn ceiling as determined in the inspection report.

- o Tenant remodel plan is to not disturb the popcorn ceiling.

EXHIBIT B TENANT'S WORK LETTER

All work that is necessary to permit Tenant to commence its business in the Premises, including installation of trade fixtures and furnishings, shall be completed by Tenant at Tenant's sole cost and expense ("*Tenant's Work*"). All permanent fixtures installed in the Premises by Tenant, excluding trade fixtures, shall be deemed part of the Premises upon installation and the property of the Landlord. Tenant's Work shall include the following:

Interior modifications include:

- Demolition of some existing partition walls and addition of new walls
- New flooring throughout building
- Painting of all walls
- New acoustic ceiling tiles as required
- 30% of electrical updated
- Plumbing updates in current women's and men's restrooms
- Two new all gender restrooms
- Two rooms updated to medical exam rooms, including cabinets and sink
- Laboratory room, including cabinets and sink
- Medical Director office, including built in desk and cabinets
- Nurses station, including built in desks and cabinets
- Medication dispensary with two dispensary windows and cabinets
- Receptionist room with two reception windows
- Staff breakroom with built in desks and cabinets
- Safe storage room for medication storage
- New security system with panic buttons at reception, admin office and dispensary

Exterior modifications include:

- Painting of all exterior walls
- 68 linear feet of new sidewalk
- Striping of parking lot, including Handicap parking spots
- Clinic signage
- Removing a portion of the chain-link fence to provide access from parking lot to east side of Building.
- New ADA sidewalk on east side of Building.
- Update of landscaping on east side of Building.
- New ADA sidewalk and ramp on front of Building.
- Update of landscaping on front of Building.

Landscaping modifications include;

- Move landscaping stone on west side of Building to front of Building
- Cleanup and update landscaping on front of Building
- Cleanup and update landscaping on east side of Building with minimum use of turf

EXHIBIT C

NOTICE OF NON-LIABILITY FOR MECHANICS' LIENS

Pursuant to California Civil Code section 8444., the City of Ukiah, California, the owner of these premises, located at 280 E Standley Street, Ukiah, California, 95482, hereby gives notice to all persons performing labor or furnishing skill, materials, machinery, or other fixtures in connection with any construction, alteration, removal, addition, repair or other improvement on or to these premises, that the owner shall not be liable therefor and the interests of said owner shall not be subject to any lien for the same.

(1) The name and address of the owner or reputed owner. City of Ukiah, 300 Seminary Ave., Ukiah, CA 95482.

(2) The name and address of the direct contractor: Cline's Unlimited Construction, Inc., 756 S. State Street, Ukiah, CA 95482.

(3) The name and address of the construction lender, if any: Native American Bank, N.A., 201 N. Broadway, Denver, CO, 80203.

(4) The name, address, and relationship to the parties of the person giving the notice: NEW LIFE CLINIC (TENANT).

EXHIBIT D

Limited Waiver of Sovereign Immunity

New Life hereby consents to the jurisdiction and venue of the California State Courts in Mendocino County and the applicable California appellate courts and expressly, irrevocably and unconditionally waives, and agrees not to assert, its sovereign immunity and/or any sovereign immunity enjoyed by any of its members or affiliates (and any and all defenses based thereon) from any suit, action or proceeding or from any legal process related thereto with respect to any matters related in any way to any claim, controversy, dispute or disagreement between the Parties and any of their respective affiliates, or for the purposes of (a) enforcing this Lease, (b) enforcing any court award.

1. Waiver of Exhaustion, Etc. New Life hereby expressly, irrevocably and unconditionally waives any application of the doctrine of exhaustion of tribal remedies, abstention or any similar rule of comity with respect to the Tribe, New Life or any Tribal courts and agrees that it will not present any affirmative defense based on any such doctrine. New Life expressly authorizes any governmental authority which has the right or duty under any applicable law to take any action authorized or ordered by any court to take such action, including temporarily entering any site or facility, repossessing any assets subject to a security interest or otherwise enforcing or giving effect to any award, judgment, order or decree entered.

2. Waiver Expiration. The limited waivers granted in this Exhibit are effective during the Term, or such additional period of time as is necessary to enforce an express term of this Lease.



TO: Design Review Board

FROM: Joshua Montemayor, City Planner

DATE: March 28, 2024

SUBJECT: Request for review and recommendation to the Planning Commission regarding the construction of a single-story commercial shell structure featuring a drive-thru at 1294 N. State Street; APN 001-370-36, File No. 17-3069.

LOCATION

The subject parcel (APN 001-370-36) is approximately .32 acres in size and maintains a frontage along North State Street. The property is also adjacent to unincorporated Mendocino County and is considered a 'Gateway' to the City. The parcel is accessed via an encroachment from North State Street but has historically maintained shared access and parking with the adjacent legal parcel (APN 001-370-37), which features multiple encroachments from Empire Drive, as well as North State Street and is commercially developed. See Figure 1 for a Location Map and Figure 2 for a demarcation of the City/County Boundary:

Figure 1, Location Map

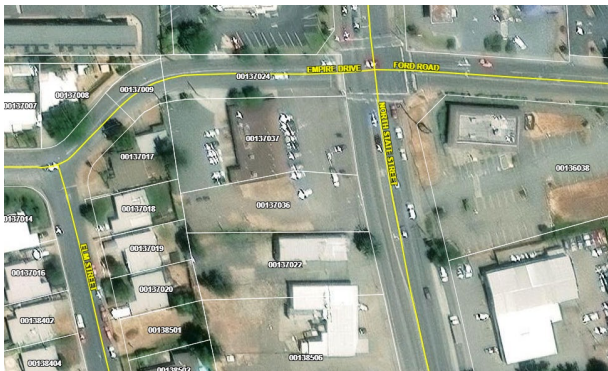
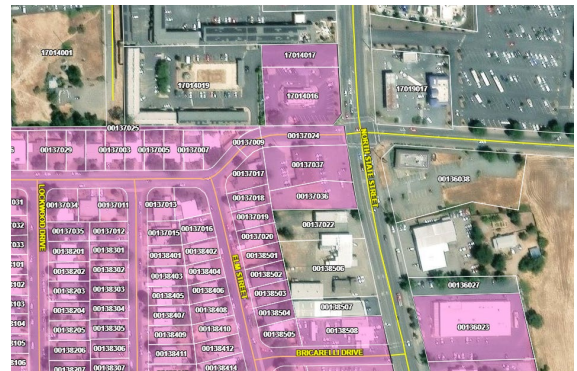


Figure 2, City/County Boundaries



PROJECT HISTORY

In 2017, the applicant submitted a proposal for a Major Site and Development Permit (MaSDP) to erect a two-story mixed-use structure in the footprint of a previously razed commercial building. This development aimed to integrate commercial/retail facilities on the ground level and residential apartments on the upper level, in conjunction with a proposed drive-thru component.

Following submission, the project underwent comprehensive review by various municipal departments and agencies, culminating in a Design Review Board evaluation on January 25, 2018. However, the applicant suspended advancement of the project shortly thereafter. Subsequently, the project experienced numerous design revisions, prompting the applicant to re-engage with the Planning Division in July 2023 to explore a revised project design, notably omitting the second-story residential use in favor of a single-story commercial structure as proposed in Attachment 1.



PROJECT SUMMARY

The subject property, historically known as the Tack Room Plaza, comprises two parcels situated at the intersection of Empire Drive and North State Street: APN 001-370-37 (23,854 square feet) and APN 001-370-36 (15,419 square feet) comprise the subject property. Presently, the site features a 4,200 square feet commercial structure, developed entirely on APN 001-370-37, hosting various commercial endeavors, including the Honey Fluff Donut Shop, TJ Nail & Spa, Honey Tea, and Camille's Boutique.

Notably, a 2011 fire destroyed Diamond Jim's Sporting Goods & Liquor, rendering that portion of the shared project site vacant. The applicant's proposal entails erecting a new single-story commercial shell structure, inclusive of a drive-thru adjacent to the existing commercial improvements. The project scope entails a comprehensive array of site enhancements, detailed under the subsequent "Project Description" section.

PROJECT DESCRIPTION

The Applicant proposes to construct a new single-story commercial shell building with a drive-thru adjacent to the southern side of the existing commercial structure. The new building will be entirely separate of the existing structure as shown on the proposed floor plan (Attachment 1), and will be separated by a 1-hour rated fire wall.

The project shall consist of:

- Construction of a single-story (18-ft max to the top of the parapet) 3,261sf retail shell with two suites. Tenants of the proposed retail suites have not been identified by the applicant at this time.
 - Suite A: 1,844sf with a drive-thru
 - Suite B: 1,417sf
- Landscaping (21% of parcel), including planters around the perimeter of both parcels and within the parking lots, LID features, and street trees along State St.
 - The landscape plans are preliminary.
- Parking and stacking: 32 parking spaces are existing/proposed with 8 spaces in the rear of the existing building, and 24 spaces in the front of the building which will include two accessible parking stalls. 8 stacking spaces are identified for the drive-thru.
- Bike parking: A new bike rack that will accommodate three bikes will be located at the rear of the building.
- Related sidewalk improvements.
- Abandon two existing driveways located at the northeast end of the project site, and reconfigure the driveway existing onto Empire Drive to be one way only with a right-turn only sign.
- Create a new one-way stacking aisle for the drive-thru at the south-west corner of the parcel to create circulation for the new drive thru at the southerly end with access via the rear of the building off of Empire Drive.
- Install a new 6-ft. high fencing along the southerly property line.
- Trash enclosure at the northwest end of the property, located behind the existing commercial building.

EXISTING CONDITIONS

The project site is currently developed, and consists of an existing commercial building with several

operating businesses. A portion of the site, formerly known as Diamond Jim's, was destroyed due to a fire and that portion remains vacant. A monument sign remains on site with this business name.

The site also contains either unmarked or faded parking stripes along the front and rear of the existing building. The site is relatively flat, predominantly covered by paving limited landscaping along the perimeters of the developed parcel exist along Empire Drive. Four access points serve the existing parcel: two along State Street and two along Empire Drive. The site lacks safe pedestrian access as there are no sidewalk improvements along State Street and minimal sidewalk improvements along Empire Drive.

Photos of the existing site are provided below in Figure 3.

Figure 3 – Existing Site Photos
View via Empire Drive



View via State Street



COMMUNITY COMMERCIAL (C-1) ZONING CODE – DESIGN REQUIREMENTS

The subject parcel is within the Community Commercial (C-1) zoning district. The purpose of the C-1 zoning district is to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial-serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects. Restaurants and retail stores are allowed uses in the C-1 Zoning District and do not require a separate Use Permit. A summary of the Design Requirements and compatibility with the proposed project is listed below.

C-1 Zoning Design Requirements	Proposed Project
Building Height – Max 50 ft.	Max 18 ft. to the top of the parapet.
Building Site Area (interior lot) – Min. 6,000 sf and min. width of 60 ft.	Existing site area (APN 001-370-36) of 15,419 sf. New construction – 3,261 sf.



Setbacks Front – 5 ft. Side – None Rear – 15 ft. (abutting R-1)	Front – at least 5 ft. provided. Side – connected to adjacent building; at least 15 ft. provided from adjacent property for the drive thru. Rear – at least 15 ft. provided.
Parking Retail Stores – 1 for each 300 sf Restaurant – 1 for every 3 seats, with min. 4 spaces. Additional parking space for each 2 employees at maximum shift.	32 total parking spaces provided. 8 stacking spaces for the drive thru. 3 bicycle parking spaces.
Landscaping - See separate section.	See Preliminary Landscape Plan, Sheet LS1

LANDSCAPING DESIGN GUIDELINES

Pursuant to Ukiah Municipal Code (UKC) Sec. 9087.D, all development projects that require discretionary review shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. The applicant has provided a Preliminary Landscape Plan (Sheet LS1). The landscaping standards applicable to this project is included below for the Design Review Board's consideration and assessment of the project:

- a) Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.
- b) Deciduous trees shall constitute fifty-one percent (51%) of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.
- c) Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.
- d) Parking lots shall have a perimeter planting strip with both trees and shrubs.
- e) Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than three feet (3') in width within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.
- f) Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.
- g) All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless because of the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.
- h) Landscaping plans shall include an automatic irrigation system and lighting plan.
- i) All required landscaping for commercial development projects shall be maintained.
- j) All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.



COMMERCIAL DESIGN GUIDELINES

In 2007, Staff was directed by the Planning Commission to prepare review checklists to aid in review of projects for consistency with the adopted design guidelines. On June 27, 2007, the Planning Commission adopted a Project Review Checklist for commercial development outside of the Downtown Design District in Table 1, below.

The Design Guidelines for Projects Outside of the Downtown Design District is applicable to this project and is included below for the Design Review Board's consideration and assessment of the project:

Table 1 - Commercial Projects Outside Downtown Design District			
Yes	No	N/A	
X			Site Features: Site design is compatible with the natural environment, and incorporates the major existing features (<i>trees, landscaping, city creeks, riparian habitat, lot shape, size, relationship to surrounding area</i>).
X			Coordination: Facilities are shared and coordinated with adjacent properties.
X			Coordination: Setbacks are compatible with character of adjacent frontages.
X			Coordination: Setbacks are minimized to enhance the pedestrian environment.
X			Pedestrian Access: Site has pedestrian orientation, consistent with uses, design, and architecture.
X			Pedestrian Access: Pedestrian elements are attractive and functional (<i>walkways link parking to building entrances and other walkways; planters, street furniture, outdoor seating, pedestrian oriented signs, low level lighting provided</i>).
X			Pedestrian access: Parking areas with 12 or more stalls: defined sidewalk or marked pedestrian facilities in landscaped areas or separated from traffic lanes required.
X			Parking lots: Decrease visual prominence and reduce heat island effect (<i>locate behind buildings, divide into smaller lots, avoid large unbroken expanses of paving; emphasize screening, shading, landscaping</i>).
X			Landscaping: Scale and nature of landscape materials is appropriate to the site and structures.
X			Landscaping: 20% of gross lot area landscaped / 50% live plantings; landscape redevelopment or reuse projects to extent feasible (<i>Plants are of type, spacing and sizing to reach maturity within reasonable time. Hardy, drought tolerant, low maintenance species adapted to Ukiah climate are emphasized, parking lots trees also withstand heat, pollutants. Deciduous trees used on south and west. Automatic irrigation required for new commercial development</i>
X			Landscaping: Parking areas with 12 or more stalls: 1 tree per 4 stalls within continuous linear strips. Perimeter planting strips use trees and shrubs. Focus on deciduous trees achieving 50% shading within 10 years
X			Landscaping: Parking lots generally: Perimeter planting strips, Street trees selected from Ukiah Master Tree List required
X			Signs: Signs are compatible with architectural character of buildings (<i>signage does not dominate site, uses compatible colors and material, lighting is</i>



			<i>restrained and harmonious, sandwich boards are creative/subdued co/or/minimal copy).</i>
X			Lighting: Lighting harmonizes with site, building design, architecture and landscaping (<i>lighting form, function, character, fixture styles, design and placement; lighting does not interfere with pedestrian movement</i>).
X			Energy Conservation: Active and passive solar and other renewable energy design and devices are used (<i>building orientation, landscaping, lighting, heating and cooling, photovoltaic system-ready or installed</i>).
X			Energy Conservation: Devices are unobtrusive and complement design (<i>solar panels flush with roof</i>).
X			Visual Appearance: Buildings are visually cohesive, compatible and complementary (<i>scale, proportion, design, style, heights, mass, setbacks</i>).
	X		Visual Appearance: Buildings exhibit variety and distinctiveness (<i>but avoid overly obtrusive or overly monotonous designs, or strong contrast with adjacent buildings, creative use of natural and recycled materials; metal discouraged unless creative and consistent with Guidelines</i>).
X			Visual Appearance: Variety of architectural features encouraged tied to comprehensive design theme (<i>arches, raised parapets, cornices, eaves, windows, balconies, entry insets, roof angles and pitches, wall relief features</i>).
	X		Visual Appearance: Building exteriors compatible with surrounding properties (<i>compatible materials, colors, quality, coordinated but not the same as surrounding properties, avoid strong or vivid colors unless they fit within local context, concrete block/exposed concrete on visible walls finished in aesthetic manner</i>).
		X	Visual Appearance: Visible fences compatible with project and visually attractive (<i>compatible colors, materials, styles; wire fences, high barriers and use for advertising discouraged</i>).
	X		Visual Appearance: Site and buildings are visually attractive from neighboring properties, traffic and corridors, and public spaces (<i>service areas and devices screened, integrated and compatible with site features; common mailboxes architecture consistent and located close to building; above criteria is applied to areas visible to public view; rear and side views are visually interesting, coordinated and well-maintained</i>).
X			Maintenance: Demonstrate consideration of site and building maintenance.
X			Walkable and bikeable communities: The project provides connections for walkers and bicyclists to the surrounding community (<i>provides walking/biking facilities on the site, connects to nearby walking/biking facilities, provides shortcuts for walkers/bikers, project is located within ¼ or ½ of other places to walk</i>).
X			Walkable and bikeable Communities: Sidewalks provide are convenient and safe access (<i>sidewalks sufficiently wide, without obstruction; curbs, shade, lighting provided; buffers between walkers and traffic provided; safe and direct street crossings for walkers</i>).
X			Walkable and bikeable communities: Entrances provide convenient access (<i>entrances adjacent to street, minimal setback, routes and accessways are well marked, sidewalks provided uninterrupted access to entrances, safe bike parking is located close to entrances</i>).
X			Green Building: Sustainable site
X			Green Building: Water efficiency



X			Green Building: Energy
X			Green Building: Materials and resources
X			Green Building: Indoor environmental quality
X			Visitability and Universal Design: The site and its elements are accessible to people at differing stages, ages and circumstances: accessible primary and interior entrance and routes, accessible kitchen and bath space and devices, for dwellings accessible bedroom, common room, and devices).

COMMERCIAL SIGNGE

None proposed as this time. Considering that the proposed site improvements are oriented towards the northern gateway of the City limits, staff recommends that the DRB provide clear direction to the applicant on the design of a any new signage proposed for the site.

Staff requests that the Design Review Board provide a recommendation to the Planning Commission that specifies the type of 'Free Standing Sign' that best aligns with the 2040 Ukiah General Plan, particularly as it relates to the City's Policies related to Gateways, particularly, LU-11.2 (Gateways), which states:

The City shall establish key gateways to Ukiah through landscape design, appropriately-scaled signage, and building form, and historic themes to create a unique sense of place...

SITE DEVELOPMENT PERMIT

Pursuant to Zoning Ordinance Section 9261(b), a Site Development Permit is required for all new commercial construction. As this project proposes to construct a new primary structure, it is considered major new development. Below, Table 2 shows the specific findings that are required before the Site Development Permit cannot be approved along with staff consistency analysis:

Table 2: Project Consistency - Site Development Permit Findings	
Site Development Permit Findings	Staff Analysis
The proposal is consistent with the goals, objectives, and policies of the City General Plan.	The proposed project is consistent with goals, objectives, and policies of the General Plan, and is consistent with its Community Commercial Land Use Designation. The proposal will reconstruct a commercial building along North State Street. The development will facilitate a commercial use that will improve the surrounding area and does not conflict with any policies of the General Plan, including the UKIALUCP.
The location, size, and intensity of the proposed project will not create a hazardous or inconvenient vehicular or pedestrian traffic pattern.	Without a traffic analysis, it is unknown if the location, size, and intensity of the project will not create hazardous or inconvenient vehicular or pedestrian traffic patterns. Moving forward, the project will require further review by the Department of Public Works, Ukiah Valley Fire Authority, and the Ukiah Police Department as it pertains to the intersection of North State Street and South Empire Drive.



The accessibility of off-street parking areas and the relation of parking areas with respect to traffic on adjacent streets will not create a hazardous or inconvenient condition to adjacent or surrounding uses.	Without a traffic study, it is difficult to evaluate project impact as required by the associated finding. The proposed development has the potential to create a hazardous or inconvenient condition to adjacent or surrounding land uses given the existing street layout and known congestion of the adjacent intersection during peak travel hours.
Sufficient landscaped areas have been reserved for purposes of separating or screening the proposed structure(s) from the street and adjoining building sites and breaking up and screening large expanses of paved areas.	A preliminary landscape plan has been provided. It is unclear how the proposed landscaping will screen the development from the street and adjoining building sites, but Staff notes that the provided landscaping would improve the frontage along North State Street in particular, as it currently lacks vegetation of any kind.
The proposed development will not restrict or cut out light and air on the property, or on the property in the neighborhood; nor will it hinder the development or use of buildings in the neighborhood or impair the value thereof.	The proposed development will not restrict or cut out light and air on the property, or within the neighborhood. The proposal features a commercial use adjacent to an existing commercial retail center. The site has historically featured commercial activities, but suffered from a fire that left it vacant. The development of the property serves to improve the neighborhood.
The improvement of any commercial or industrial structure will not have a substantial detrimental impact on the character or value of an adjacent residential zoning district.	The development of this site will not have a detrimental impact on the character or value of an adjacent zoning district since the subject property already features a commercial use, and the site has historically featured commercial activities. While the property abuts a residential zoning district, the property is along a commercial frontage.
The proposed development will not excessively damage or destroy natural features, including trees, shrubs, creeks, and the natural grade of the site.	The subject property is developed, and to the extent feasible, on-site trees will be preserved and new vegetation provided. There are no known creeks or watercourses on-site.
There is sufficient variety, creativity, and articulation to the architecture and design of the structure(s) and grounds to avoid monotony and/or a box-like uninteresting external appearance.	It is recommended that the Design Review Board assess the design of the proposed project and make recommendations for the applicant to align the proposal further with the requirements for a Site Development Permit.

STAFF REQUEST

Staff is requesting the DRB review the project for consistency with the Community Commercial (C-1) Zoning Code, including proposed signage landscaping, and overall building design, and make a recommendation to the Planning Commission regarding the project.

ATTACHMENTS

1. Application Materials (Application, Site Plan, Elevations, and Landscape Plan)



City of Ukiah

Community Development Department
 Planning Division
 300 Seminary Ave., Ukiah CA 95482
 Email: planning@cityofukiah.com
 Web: www.cityofukiah.com
 Phone: (707) 463-6268
 Fax: (707) 463-6204

Planning Permit Application

Application Number:
 CID Number:
 Date Received (place CDD stamp below):

RECEIVED

JUL 11 2023

PROJECT NAME: Tannous Bldg		Assessor Parcel Number(s): 001-370-36	
APPLICANT/AUTHORIZED AGENT NAME: RAY VAN PELT	PHONE NO: 707 485 4349	E-MAIL ADDRESS: rvp4512@yahoo.com	
APPLICANT/AUTHORIZED AGENT ADDRESS: P.O. Box 1355		CITY: Willits	STATE/ZIP: CA 95490
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: Jason Tannous	PHONE NO: 272-7881	FAX NO:	E-MAIL ADDRESS:
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT: 206 Ford St. Apt H		CITY: Ukiah	STATE/ZIP: CA 95482

☐ AIRPORT LAND USE COMM. DETERMINATION REFERRAL 100.0800.611.003	\$	☐ REZONING - PLANNED DISTRICT 100.0800.611.001	\$	☐ USE PERMIT - AMENDMENT 100.0400.449.001	\$
☐ ANNEXATION 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - AMENDMENT 100.0400.449.001	\$	☐ USE PERMIT - MAJOR 100.0400.449.001	\$
☐ APPEAL 100.0400.449.001	\$	☐ SITE DEVELOPMENT PERMIT - MAJOR 100.0400.449.001	\$	☐ USE PERMIT - MINOR 100.0400.449.001	\$
☐ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - MINOR 100.0400.449.001	\$	☐ VARIANCE - MAJOR OR MINOR 100.0400.449.001	\$
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC/MASTER PLAN 100.0800.611.003	\$	☐ DETERMINATION OF APPROPRIATE USE - "DIRECTOR'S DETERMINATION"	\$
☐ PRE-DEVELOPMENT MEETING 100.0800.611.003	\$	☐ MINOR SUBDIVISION/TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$	☐ ZONING AMENDMENT MAP OR TEXT 100.0800.611.001	\$
☐ STAFF RESEARCH (MORE THAN 1 HOUR) 100.23100.411.53	\$	☐ MAJOR SUBDIVISION/TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$	☐ REZONING 100.0800.611.001	\$
☐ LOT LINE ADJUSTMENT OR MERGER 100.0800.610.001	\$	☐ TELECOMMUNICATIONS ADMINISTRATIVE REVIEW PERMIT (1-15 LOCATIONS)	\$	☐ OTHER	\$

NOTE: OTHER PLANNING PERMIT FEES WILL INCLUDE COUNTY RECORDER FEES AND CALIFORNIA ENVIRONMENTAL QUALITY ACT FILING FEES. TYPICALLY, THESE ARE DUE PRIOR TO HEARING OF THE PROJECT. FOR INITIAL STUDIES AND ENVIRONMENTAL IMPACT REPORTS, FEES WILL BE DUE AT THE TIME OF APPLICATION.

To Be Completed by Staff

General Plan Designation:	Zoning District:	Airport Land Use Designation:
City's Architectural & Historic Inventory: ☐ YES ☐ NO	Age of Building (if proposing demolition):	Flood Designation:
Notes:		

Project Description

Please attach a written project description including summary of work (both interior and exterior for construction and operation) and/or business proposed. The purpose of the project description is to assist Staff in understanding the project. The project description will also be included in the Staff Report required to review (and ultimately approve or deny) the planning permit. Providing complete information will help expedite the project review process and in determining what additional information, if any, related to the project and required environmental review is required.

Environmental Review and Reports

Please be aware that projects are required to comply with the California Environmental Quality Act (CEQA). Projects will be reviewed by Staff for compliance with CEQA and Staff will determine the appropriate CEQA document to prepare for the project (exemption, negative declaration, etc.). In order to make this determination, specific reports (traffic, arborist, soils, etc.) and or additional information may be required.

Use Information (Not applicable to Telecommunication Administrative Review Permits)

Please provide the following information related to the use of the site and building:

Description of Building & Site			
Parcel Size: 15,419 π	Building Size: 3,261 π	Number of Floors: 1	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)			
☐ Office (medical/dental)			
☒ Retail			
☐ Light Industrial			
☐ Residential			
☐ Other:			
Operating Characteristics			
Days and Hours of Operation:			
Number of Shifts:	Days and Hours of Shifts:		
Number of Employees/Shift:			
Loading Facilities: ☐ Yes ☐ No		Type/Vehicle Size:	
Deliveries: ☐ Yes ☐ No	Type:	Number (day/week/month):	Time(s) of Day:
Outdoor areas associated with use? (check all that apply) ☐ Yes ☐ No	Sales area: ☐ Yes ☐ No Square Footage:	Unloading of deliveries: ☐ Yes ☐ No Square Footage:	Storage: ☐ Yes ☐ No Square Footage:
Noise Generating Use? ☐ Yes ☐ No		Description:	

AUTHORIZED AGENT

I, ISSA TANNOUS, owner authorize _____
to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

Issa Tannous
PROPERTY OWNER SIGNATURE

7/11/2023
DATE

I, _____, am the ☐ owner / ☐ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.

I have read and agree with all of the above.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the project to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

I understand that conditions of approval may be placed on my project by the city of Ukiah and it is my responsibility to fully understand the conditions and ask questions about them before action is taken on my planning permit.

☐ OWNER / ☐ AUTHORIZED AGENT

DATE

INDEMNIFICATION AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the City of Ukiah, its agents, officers, council members, employees, boards, commissions or Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption or certification of any environmental documents or negative declaration which relates to its approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of it or in connection with the approval of the application or related decision, whether or not there is concurrent, passive, or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions of Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The City of Ukiah shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney's fees incurred by the City Attorney of the City's outside counsel if the City chooses to appear and defend itself in the litigation.

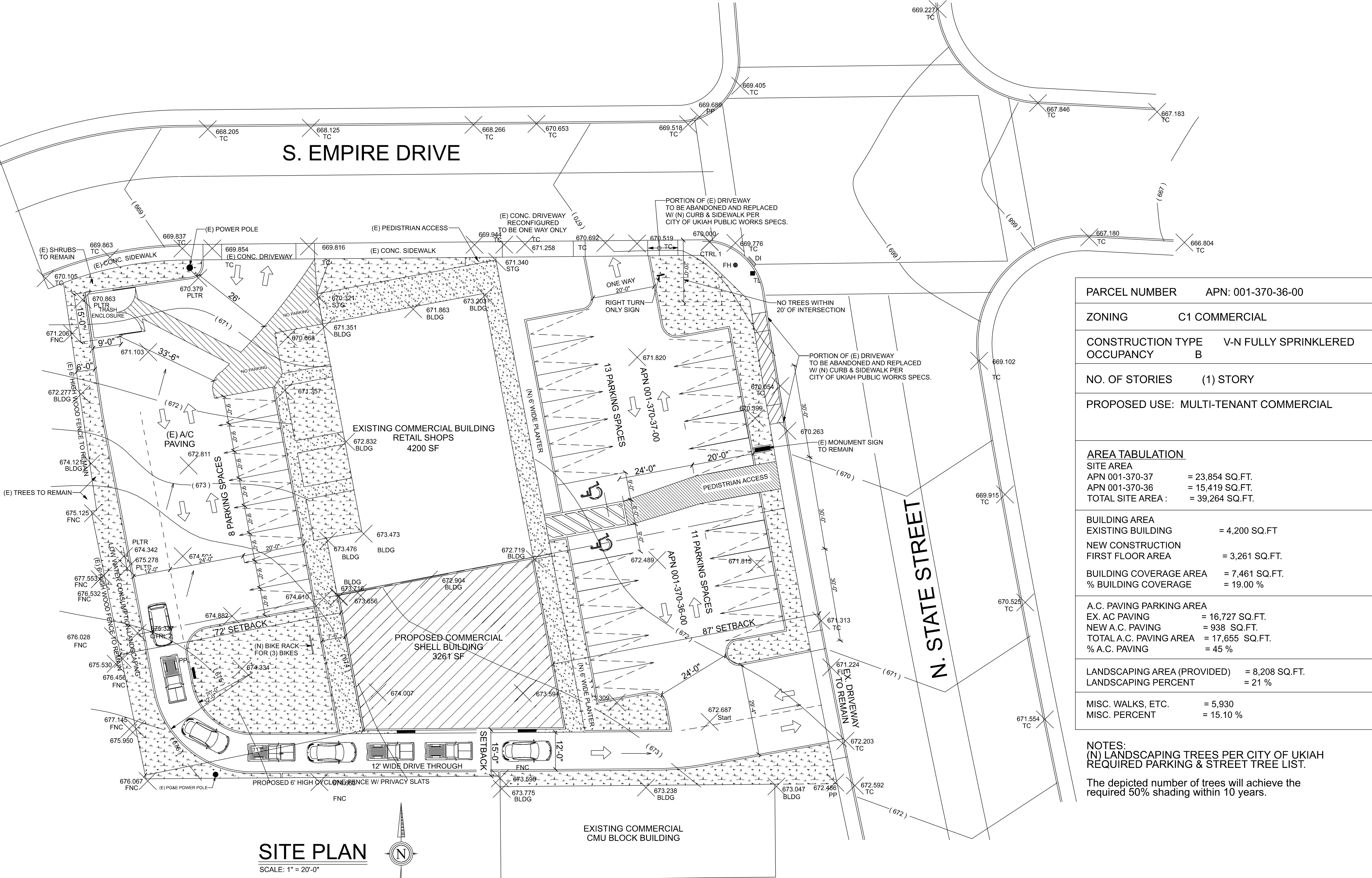
I have read and agree to all of the above.

☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT
(PLEASE PRINT NAME)

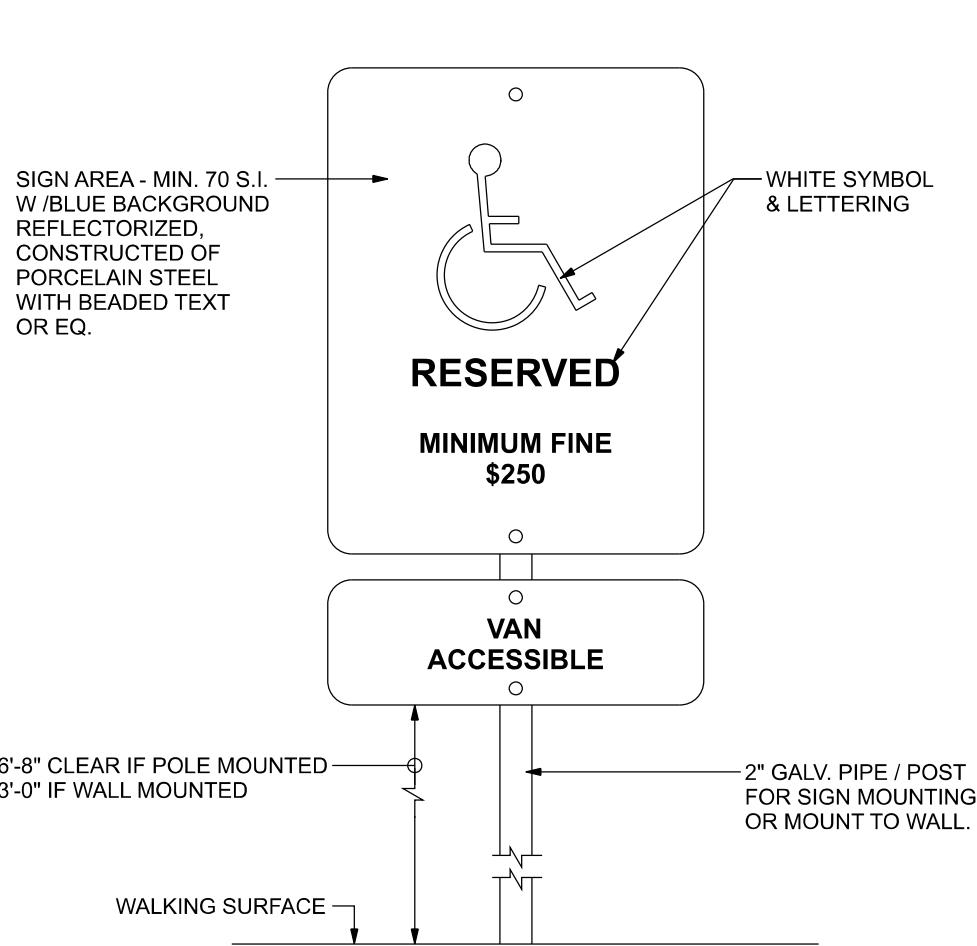
☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT
(SIGNATURE)

DATE

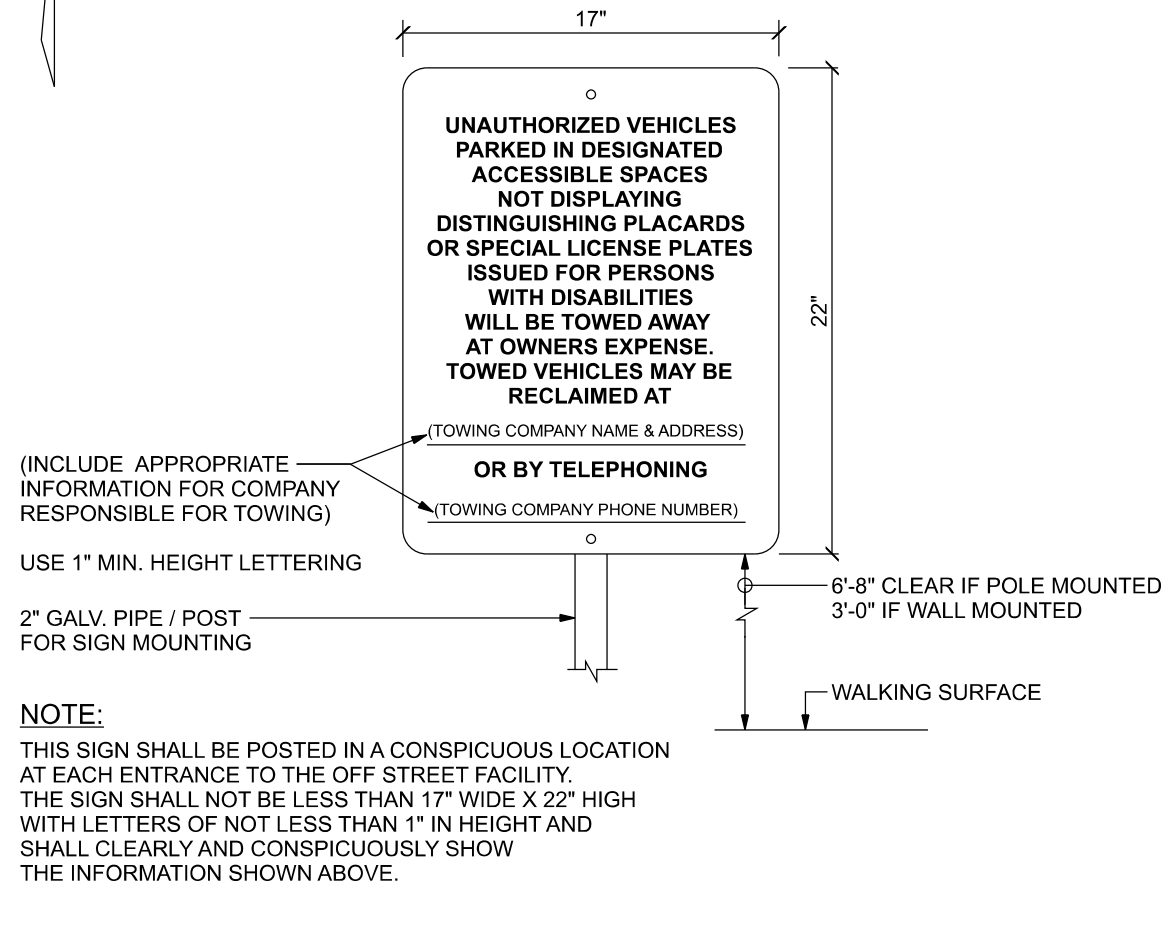
Revised 09/03/2019



SITE PLAN
SCALE: 1" = 20'-0"



DISABLED PARKING SIGN



UNAUTHORIZED VEHICLE SIGN

PARKING REQUIRED:
1 PARKING SPACE PER 300 SQ.FT
OF COMMERCIAL SPACE

TOTAL PARKING REQUIRED = 29 SPACES

PARKING PROVIDED:
9'x20' PARKING SPACES = 30 SPACES
9'x20' ACCESSIBLE PARKING = 2 SPACES

TOTAL PROVIDED = 32 SPACES

LEGEND:	
	AC PAVEMENT
	EX. BUILDING
	NEW CONSTRUCTION
	LANDSCAPE AREA
	CONCRETE
	WALK WAY

PARCEL NUMBER	APN: 001-370-36-00
ZONING	C1 COMMERCIAL
CONSTRUCTION TYPE	V-N FULLY SPRINKLERED
OCCUPANCY	B
NO. OF STORIES	(1) STORY
PROPOSED USE:	MULTI-TENANT COMMERCIAL
AREA TABULATION	
SITE AREA	
APN 001-370-37	= 23,854 SQ.FT.
APN 001-370-36	= 15,419 SQ.FT.
TOTAL SITE AREA :	= 39,264 SQ.FT.
BUILDING AREA	
EXISTING BUILDING	= 4,200 SQ.FT
NEW CONSTRUCTION	= 3,261 SQ.FT.
FIRST FLOOR AREA	= 3,261 SQ.FT.
BUILDING COVERAGE AREA	= 7,461 SQ.FT.
% BUILDING COVERAGE	= 19.00 %
A.C. PAVING PARKING AREA	
EX. AC PAVING	= 16,727 SQ.FT.
NEW A.C. PAVING	= 938 SQ.FT.
TOTAL A.C. PAVING AREA	= 17,665 SQ.FT.
% A.C. PAVING	= 45 %
LANDSCAPING AREA (PROVIDED)	
LANDSCAPING PERCENT	= 21 %
MISC. WALKS, ETC.	
MISC. PERCENT	= 15.10 %

NOTES:
(N) LANDSCAPING TREES PER CITY OF UKIAH
REQUIRED PARKING & STREET TREE LIST.

The depicted number of trees will achieve the
required 50% shading within 10 years.

PROJECT DATA :

Owner: Jason Tannous 1294 N. State Street Ukiah, CA. 95482 (707) 272-7881	A.P.N. : 001-370-36-00 & 001-370-37-00
Site Add: 1294 N. State Street Ukiah, CA. 95482	Project Owner Contact: Drafter: Interactive Design Ray Van Pelt P.O. Box 1793 Willits, CA. 95490 (707) 485-4349
ZONING: C1 OCCUPANCY: B TYPE OF CONSTRUCTION: V / N FIRE SPRINKLERS: YES WATER SOURCE: CITY OF UKIAH SEWER SYSTEM - CITY OF UKIAH POWER: PG&E HEAT SOURCE: DUCTLESS MINI-SPLIT	

PROJECT DESCRIPTION:
Location:
The proposed project is to be located on one existing parcel (APN: 001-370-36)

Project Description:
The proposed project consists of: • A 3,261 sf 18-ft to 20-ft high retail shell building to house one or two
perspective tenants with take-out dining and a drive-thru.
• Green building design features including: an area on the roof being reserved for future solar panels,
building materials made of recycled-composite materials, etc.;
• 33 vehicle parking spaces and 5 bicycle spaces; • 7,853 sf of landscaping improvements and irrigation;
• Supporting sidewalk improvements, signage, lighting (down-shielded and night sky compliant);
• Low Impact Development features and Best Management Practices to prevent storm water runoff from
impacting water quality.
• The project will be served by tying into existing sewer and water utilities currently provided to the area by
the City.
• Operating hours will be determined by tenant.
• No further detailed plans for improvement have been provided at this time.

SCOPE OF WORK:
PREPARE SITE FOR NEW SINGLE STORY COMMERCIAL SHELL BUILDING W/ DRIVE-THRU
ON THE SOUTH SIDE.
NEW A/C PAVING, CURBS & LANDSCAPING TO BE INSTALLED PER CITY OF UKIAH PUBLIC
WORKS STANDARDS.
THE DRIVEWAY & CURB CUT CLOSEST TO THE CORNER OF STATE ST. & EMPIRE SHALL
BE ABANDONED AS REQUESTED FROM PUBLIC WORKS.
NEW WATER & SEWER SERVICE SHALL BE TIED INTO EXISTING CITY OF UKIAH WATER &
SEWER SYSTEM.

THE PROPOSED SHELL BUILDING WILL NOT HAVE A INTERIOR CONCRETE SLAB OR
INTERIOR FINISH. THE FUTURE INTERIOR BUILD OUT WILL BE DONE UNDER A
SEPARATE T.I. PERMIT.

THIS PROJECT WILL INCLUDE:
MINOR SURFACE GRADING, A/C PAVING, LANDSCAPING, CONCRETE, WOOD FRAMING,
WINDOWS, DOORS, PLUMBING, INSULATION & ROOFING.
INTERIOR FINISHES, ELECTRICAL & MECHANICAL WILL BE COMPLETED UNDER A
SEPARATE T.I. PERMIT.

DEFERRED SUBMITTAL:
FIRE SPRINKLER DESIGN & LAYOUT
TRUSS CALCS & LAYOUT

SHEET SCHEDULE:

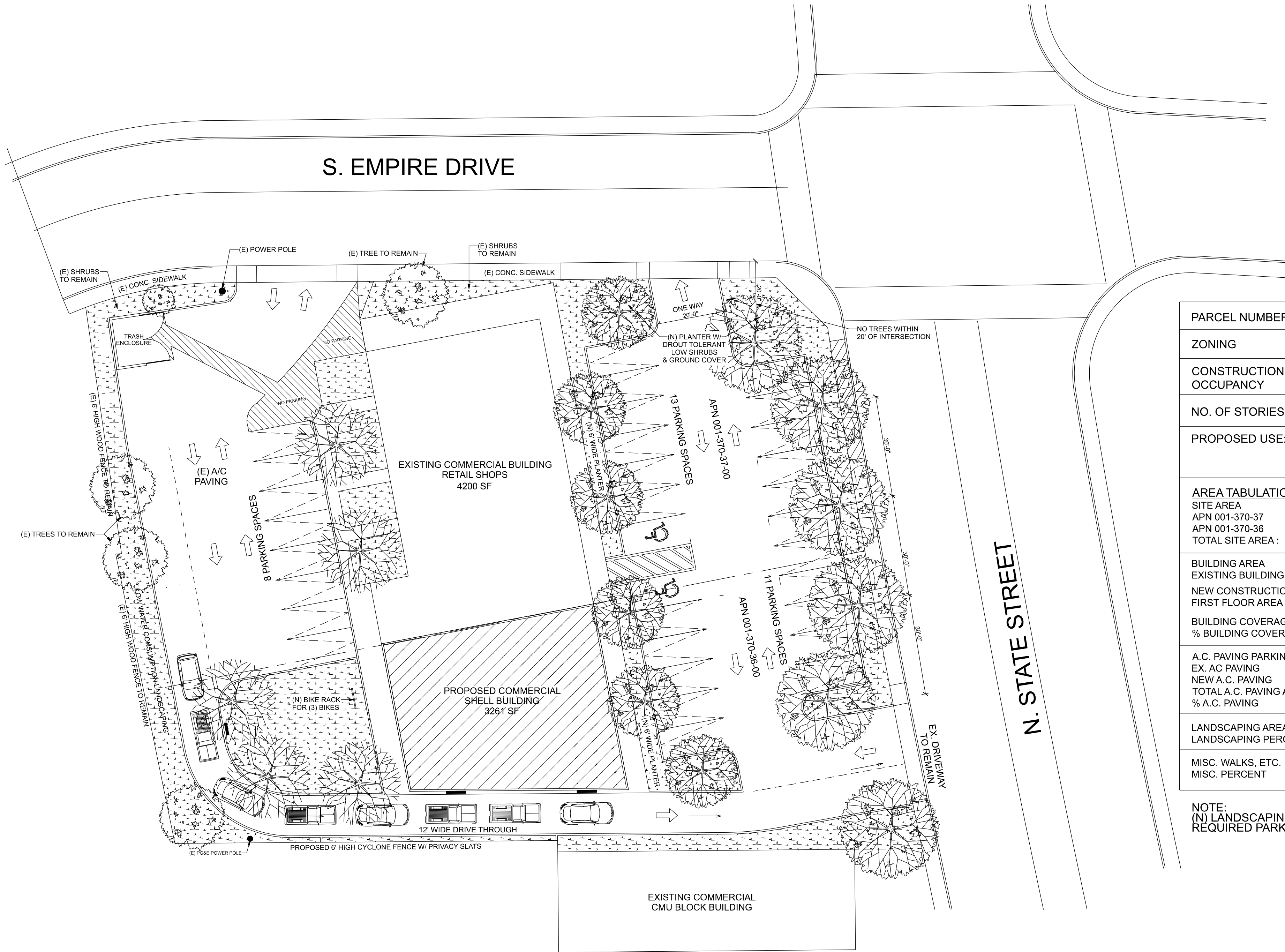
SP1	SITE PLAN, PROJECT INFO & VICINITY MAP
A1	DIMENSIONAL FLOOR PLAN FOR SHELL BUILDING
A2	EXTERIOR ELEVATIONS
A3	ARTISTS RENDERING - FRONT FACING EAST



TANNOUS BUILDING
New Commercial Building with Drive Thru
1294 N. State Street
Ukiah, CA. 95482

**SITE PLAN, SHEET SCH.
PROJECT INFORMATION
VICINITY MAP**

REV: 9
DATE: 3/20/24
DRW: Ray Van Pelt
SHEET NO: **SP1**



PRELIMINARY LANDSCAPE PLAN
SCALE: 1" = 20'-0"

PARKING & STREET TREE LIST

Symbol	Botanic Name Common Name	Average Height	Average Spread	Evergreen Deciduous	Fruiting or Flowering	Drought Tolerant	Mendocino Native	Crown Type	Cultivars & Notes
	Acer campestre Hedge Maple	30'	25'	Deciduous	No	Moderate	No	Round	
	Pistacia chinensis Chinese Pistache	30'	30'	Deciduous	Flowering	Yes	No	Vase	
	Carpinus betulus European Hornbeam	45'	25'	Deciduous	No	Moderate	No	Pyramidal	Pyramidalis

PARKING REQUIRED:
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OF COMMERCIAL SPACE

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LEGEND:

AC PAVEMENT

EX. BUILDING

NEW CONSTRUCTION

LANDSCAPE AREA

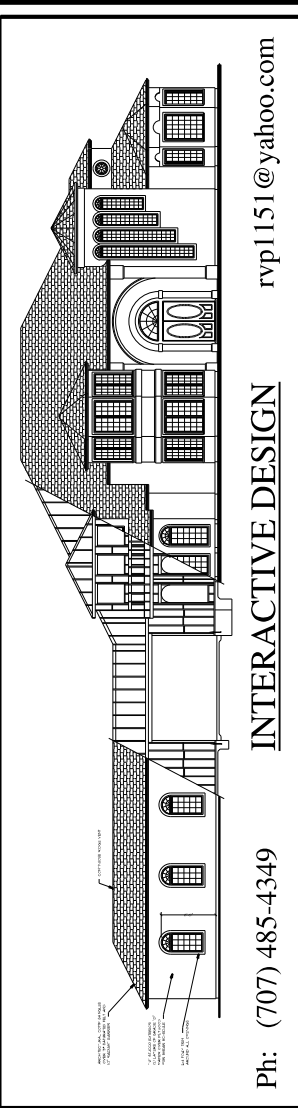
CONCRETE

WALK WAY

PARCEL NUMBER	APN: 001-370-36-00
ZONING	C1 COMMERCIAL
CONSTRUCTION TYPE OCCUPANCY	V-N FULLY SPRINKLERED B
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NEW A.C. PAVING	= 938 SQ.FT.
TOTAL A.C. PAVING AREA	= 17,665 SQ.FT.
% A.C. PAVING	= 45 %
LANDSCAPING AREA (PROVIDED)	= 8,208 SQ.FT.
LANDSCAPING PERCENT	= 21 %
MISC. WALKS, ETC.	= 5,930
MISC. PERCENT	= 15.10 %

NOTE:
(N) LANDSCAPING TREES PER CITY OF UKIAH
REQUIRED PARKING & STREET TREE LIST.

NOTE:
The depicted number of trees will achieve the required 50% shading within 10 years.



TANNOUS BUILDING
New Commercial Building with Drive Through
1294 N. State Street
Ukiah, CA. 95482

City of Ukiah Comments
September 29, 2022

City of Ukiah Comments
May 24, 2023

City of Ukiah Comments
May 24, 2023

PRELIMINARY
LANDSCAPE PLAN

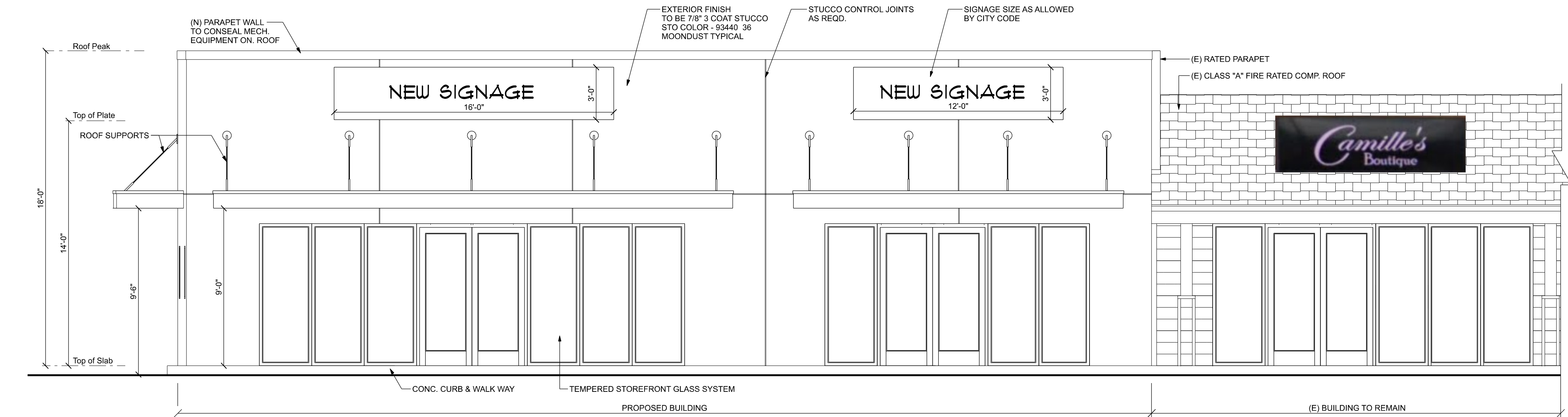
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DATE: 3/20/24

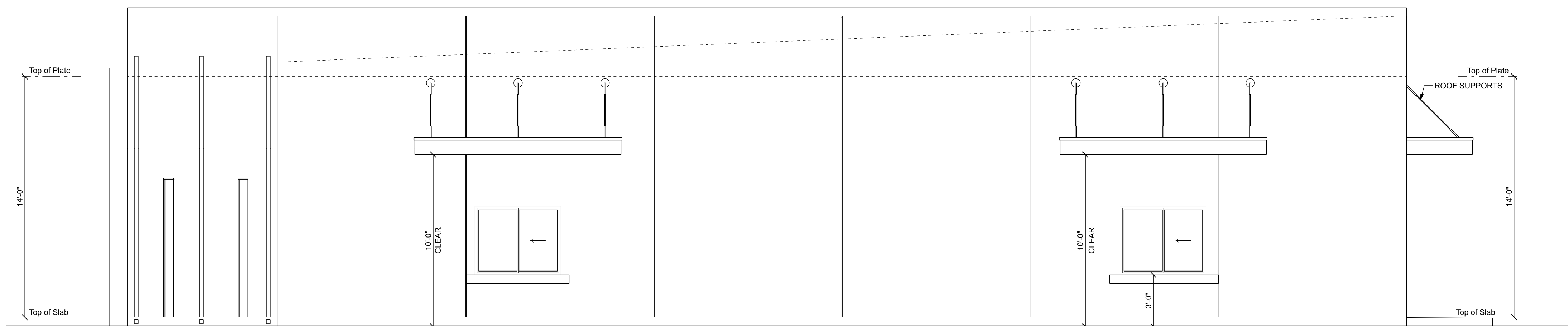
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SHEET NO:

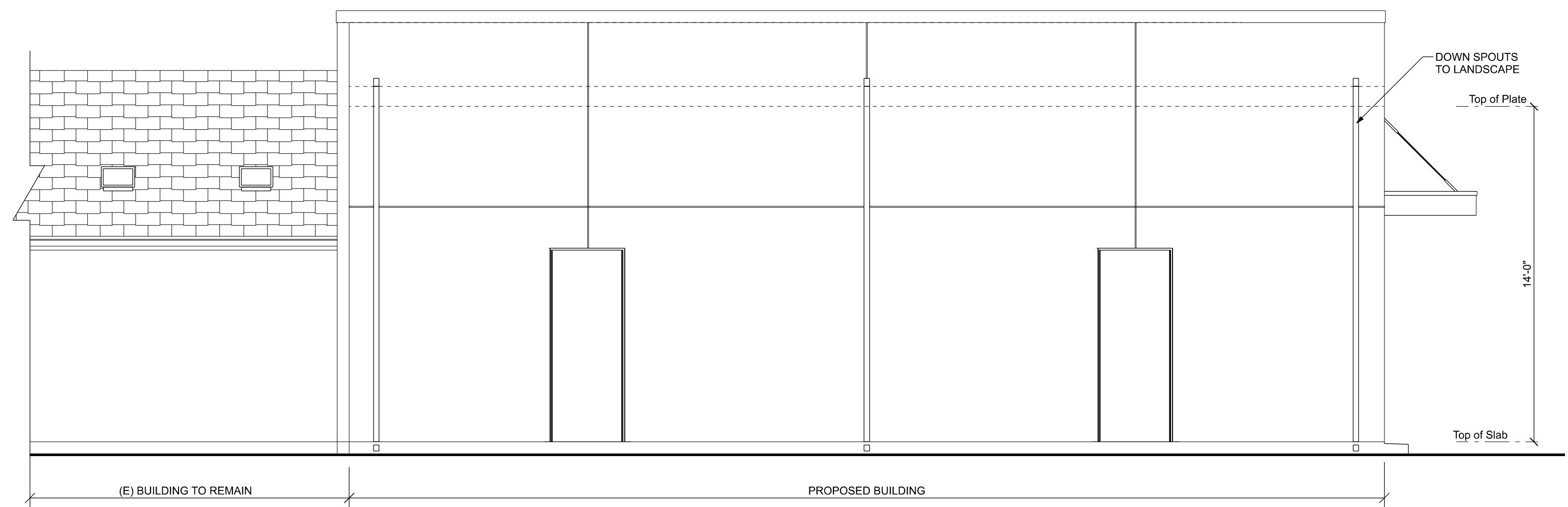
LS1



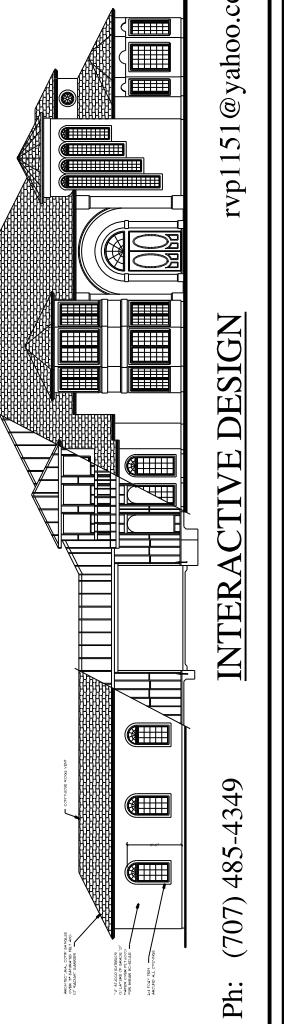
EAST ELEVATION
FACING STATE STREET



SOUTH ELEVATION



WEST ELEVATION



TANNOUS BUILDING
New Commercial Building with Drive Through
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May 24, 2023

**PROPOSED SHELL
EXTERIOR ELEVATIONS**

REV: 9

DATE: 3/20/24

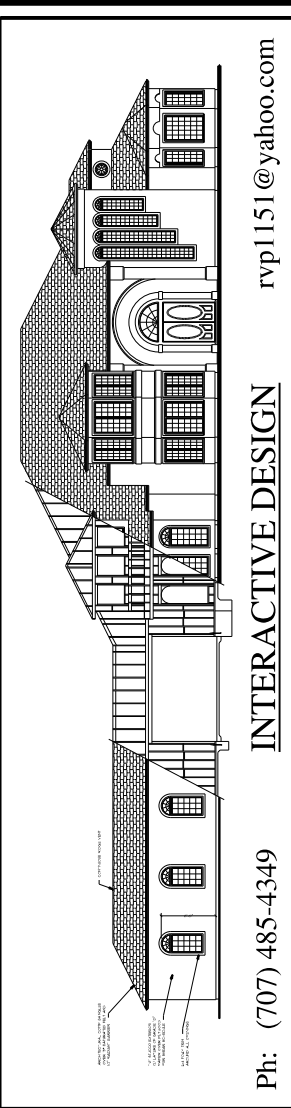
DRW: *Raylin Rlt*

SHEET NO:

A2



ARTISTS RENDERING - FRONT FACING EAST



TANNOUS BUILDING
New Commercial Building with Drive Through
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Ukiah, CA. 95482

City of Ukiah Comments
September 29, 2022

City of Ukiah Comments
May 24, 2023

City of Ukiah Comments
May 24, 2023

**ARTISTS RENDERING
FRONT FACING EAST**

REV: 9

DATE: 3/20/24

DRW: *Ray Van Relt*

SHEET NO:

A3