



## PLANNING COMMISSION MEETING

Clearlake City Hall Council Chambers  
14050 Olympic Dr, Clearlake, CA

Tuesday, January 25, 2022

6:00 PM

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The Planning Commission meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel ([https://www.youtube.com/channel/UCTyifT\\_nKS-3woxEu1ilBXA](https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA)) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for Commission consideration by sending them to the Administrative Services Director/City Clerk at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us). To give the Planning Commission adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

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## AGENDA

**MEETING PROCEDURES:** *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the Planning Commission prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

### AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us) at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

### AGENDA REPORTS

Staff reports for each agenda item are available for review at [www.clearlake.ca.us](http://www.clearlake.ca.us). Any writings or documents pertaining to an open session item provided to a majority of the Planning Commission less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at [www.clearlake.ca.us](http://www.clearlake.ca.us).

**Zoom Link:** <https://clearlakeca.zoom.us/j/81815694058>

### A. ROLL CALL

**B. PLEDGE OF ALLEGIANCE****C. ADOPTION OF THE AGENDA** *(This is the time for agenda modifications.)***D. PUBLIC COMMENT:** *This is the time for any member of the public to address the Planning Commission on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Commission or staff to discuss issues brought forth under Public Comment.** The Commission cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.***E. PUBLIC HEARING**

1. Conditional Use Permit, CUP 2021-33; Categorical Exemption, CE 2021-12  
Recommended Action: Adopt Resolution PC 2022-07, A Resolution of the Planning Commission of the City of Clearlake Approving Conditional Use Permit Application CUP 2021-33 & Categorical Exemption, CE 2021-12 to allow alcoholic beverage sales (on-site consumption) in an existing established restaurant located at 14094 Lakeshore Drive
2. Conditional Use Permit, CUP 2021-34; Categorical Exemption, CE 2021-13  
Recommended Action: Adopt Resolution PC 2022-06, A Resolution of the Planning Commission of the City of Clearlake Approving Conditional Use Permit Application CUP 2021-34 & Categorical Exemption, CE 2021-13 for the development of an Automobile Sales Operation located at 14585 Olympic Drive, Suite A, Clearlake Ca 95422

**F. CITY MANAGER AND COMMISSIONER REPORTS****G. FUTURE AGENDA ITEMS****H. ADJOURNMENT**

POSTED: January 21, 2022

BY:



Melissa Swanson, Administrative Services Director/City Clerk



# CITY OF CLEARLAKE

Planning Commission

STAFF REPORT	
<b>SUBJECT:</b> Conditional Use Permit, CUP 2021-33 Categorical Exemption, CE 2021-12	<b>MEETING DATE</b> 1/25/2022 <b>(Regular):</b>
<b>SUBMITTED BY:</b> Mark Roberts and Michael Taylor, Planning Department	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	
<b>LOCATION:</b> 14094 Lakeshore Drive Clearlake, CA 95422 <b>APN:</b> 040-033-060-000	<b>APPLICANT/OWNER:</b> Lizbeth Vargas/ Thomas C. Carney, Trustee
<b>ZONING:</b> "CD" Downtown Commercial	<b>GENERAL PLAN:</b> Commercial

## WHAT IS BEING ASKED OF THE PLANNING COMMISSION:

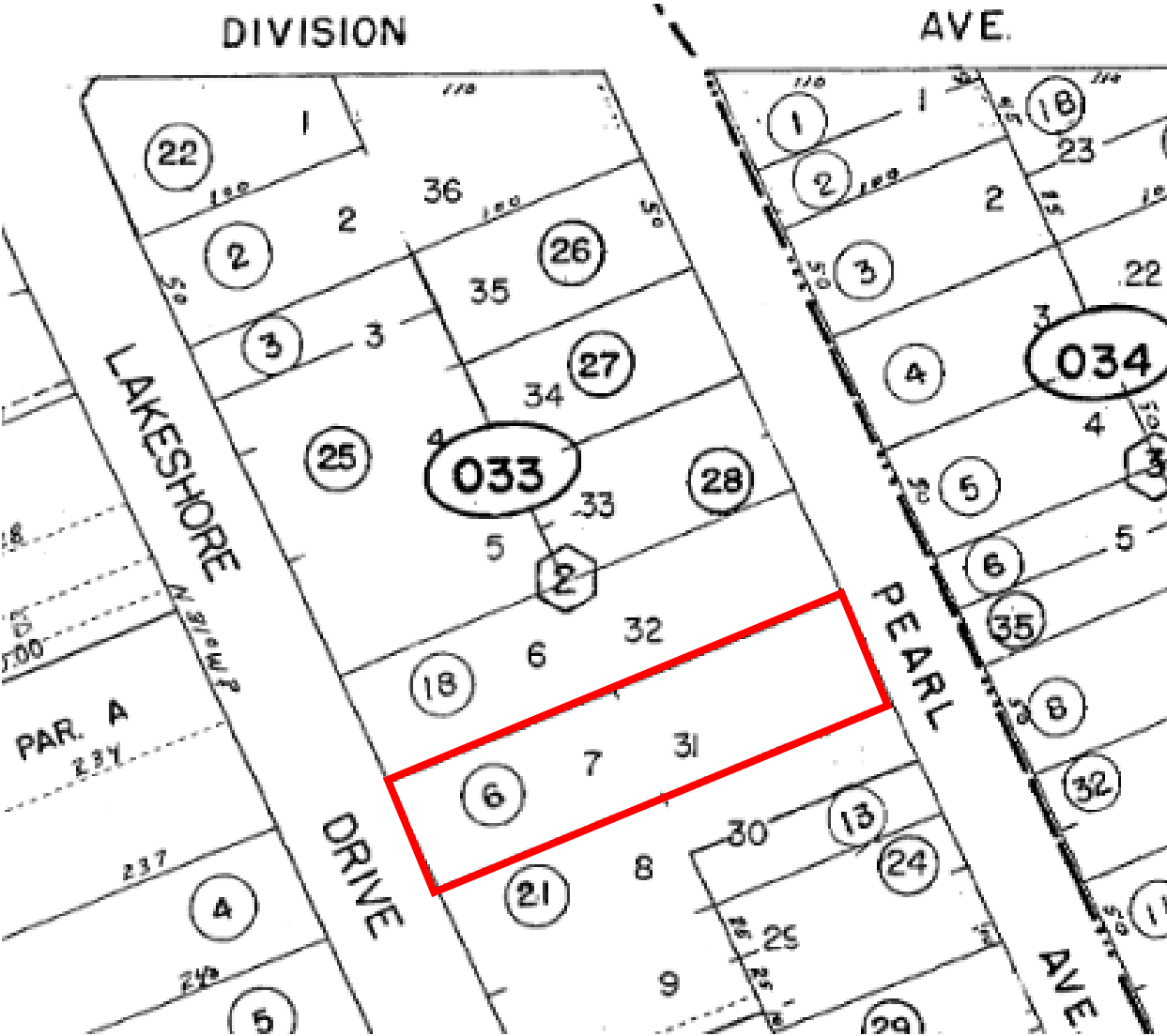
Lizbeth Vargas, representative of Delicias Alvarez, is applying for a Conditional Use Permit and associated environmental filing to allow alcoholic beverage sales (on-site consumption) in an existing established restaurant located at 14094 Lakeshore Drive, Clearlake CA 95422. This location currently has a valid California Department of Alcoholic Beverage Control (ABC) license, offering beer and wine. The intent of this permit application is to expand their business operation to include beer, wine, and distilled spirits for onsite beverage consumption in addition to the food items available for purchase.

The Planning Commission is being asked to consider CUP 2021-33 and CE 2021-12 authorizing alcoholic beverage sales (on-site consumption) .

- **CUP 2021-33: Alcoholic Beverage Sales, (On-site Consumption):** A business whose floor space is primarily devoted to the sale of beer, wine or other alcoholic beverages for on-premise consumption and which requires a license under state regulations (*Definitions, CZC*).
- **Categorical Exemption CE 2021-12:** Pursuant to California Environmental Quality Act (CEQA) guidelines, the project is considered Categorical Exempt from additional environmental review in accordance with Section 15301, Existing Facilities – Class 1 of the California Environmental Quality Act (CEQA).

**BACKGROUND/DISCUSSION:**

The proposed use permit is to be utilized by an existing single-tenant commercial space on the landlocked side of the Lakeshore Drive Corridor, approximately 4,700 feet (~.9 miles) west of Old Hwy 53 and ~400' south of Austin Park. The parcel is regularly shaped and comprised of Lots 7 and 31 (both 50' x 100') fronting 50ft of Lakeshore Drive and extending 100ft eastward to Pearl Avenue. The 1,124 square foot principal structure, which operates as a restaurant,<sup>1</sup> was built in 1958 and is settled squarely on Lot 7. Nearby development is mostly comprised of other 'Commercial Downtown' sites, intended to "provide for a wide range of retail sales, service and entertainment uses," with Medium Density Residential neighboring to the East. Served by Highlands Water. Overlay zones include FEMA Flood zone AO.



<sup>1</sup> Consistent with LA County Assessor's 'Use Type' designation.



Figure 1 "Base Zoning"

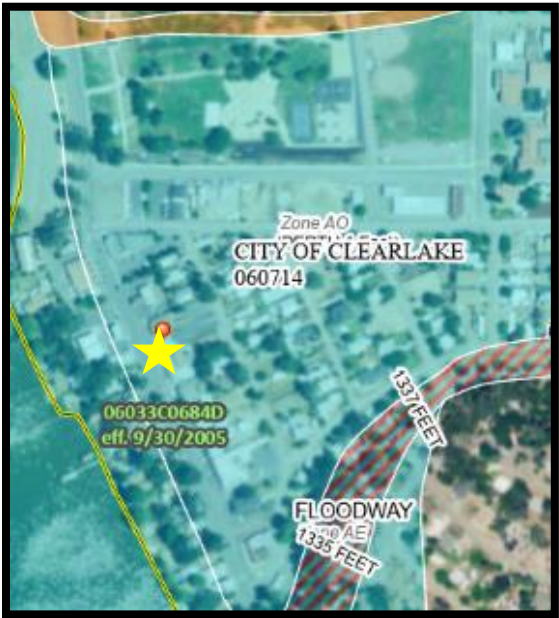


Figure 2 "FEMA Flood Map"

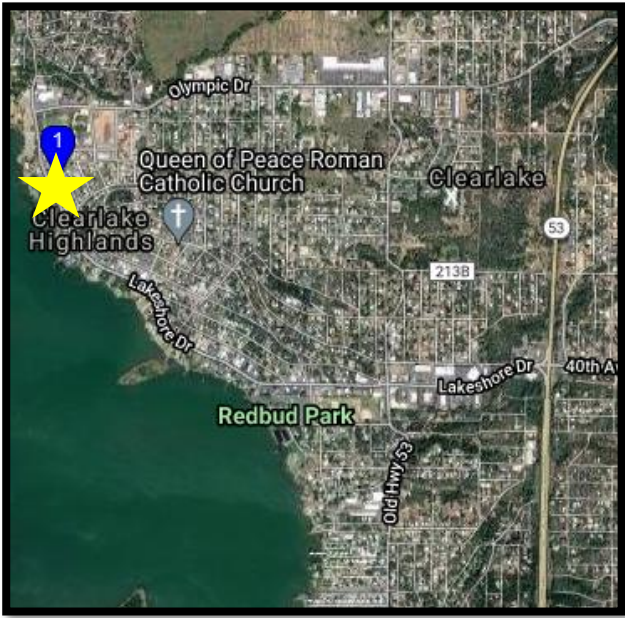


Figure 3 "Vicinity Map"



- The applicant currently holds an active business license.
- The business is in possession of a valid ABC license for the sale of beer and wine only, proposing to expand the sale of alcohol to liquor as well, for onsite consumption.
- They have submitted an application for a 47 “On-Sale General – Eating Place” License through the ABC, which authorizes<sup>2</sup>: the sale of beer, wine and distilled spirits for consumption on the licenses premises. Authorizes the sale of beer and wine for consumption off the licenses premises. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.
- The proposed hours of operation are 11 A.M.-2 A.M..
- The project is anticipated to have up to up to 6 employees during typical operations.

**12001109** *Figure 4 "Business License"*

**Business Status:** Active

**Start Date:**

**End Date:**

**License Status:** Current

**Issue Date:** 10/1/2021

**Expire Date:** 9/30/2022

**Balance Due:** 0

**State License #** 12001109

**State License  
Type:**

**State License  
Status:**

**State License Exp** 9/30/2021  
**Date:**



*Figure 5 "Site Plan"*

- The site appears to accommodate 15 parking spaces, with 3 designated for handicapped access.
- Most of the parking spaces are clustered in the lot located behind the structure (neighboring Pearl Avenue).
- Most of the frontage off Lakeshore is dedicated to parking as well, in line with neighboring properties.
- A vicinity map (Figure 3) and site plan (Figure 5) are included for reference.

<sup>2</sup> Source: <https://www.abc.ca.gov/licensing/license-types/>

## **GENERAL PLAN CONSISTENCY, AND ZONING AND DESIGN STANDARDS COMPLIANCE:**

### General Plan Consistency:

- The General Plan identifies the project site for commercial land uses. The project involves the sale of alcoholic beverages (other than beer and wine) for onsite consumption, consistent with the commercial land use designation.
- The site falls within the Lakeshore Drive Corridor, one of nine key growth areas of Clearlake's Preferred Growth Scenario, as described by the General Plan (2040):
  - **Program LU 4.1.1.3:** Direct tourist-serving and hospitality uses to Lakeshore Drive.
  - **Program CI 1.2.2.2:** Facilitate infill development, reduce off-street parking requirements located along the Lakeshore Drive Corridor, and require construction of sidewalks where they do not currently exist.
  - **Program ED 2.2.1.1:** Through the Zoning Code Update, the City shall designate appropriate land for commercial land use along highly accessible commercial corridors such as Lakeshore and Olympic Drives and State Route 53.
  - **Policy ED 4.1.1:** The City should attract growth and revitalization along the Lakeshore Drive and Olympic Drive loop.
  - **Program ED 4.3.1.1:** The City should implement streamline programs for permitting and development applications for commercial revitalization projects along Lakeshore Drive and Olympic Drive.

### Zoning Ordinance Regulations:

- Planning Commission Approval: The proposed operations would involve the sale of liquor, which requires a Conditional Use Permit (CUP) in the Downtown Commercial CD zone.

In order to grant a use permit, the Director or Planning Commission or on appeal, the Council, must find that the proposed use will not be detrimental to the health, safety or welfare of persons working or living at the site or within the vicinity. The Director, Planning Commission or Council may deny the proposal or attach conditions as deemed necessary to secure the purposes of these regulations. Actions on use permits shall be justified by written findings, based on substantial evidence in view of the whole record (CZC Section 18-28.040, *Findings*)

- Off-Street Parking:
  - Additions and changes in use for existing uses or structures which do not meet current parking standards (CZC 18-20.090(0) - Parking Space Requirements):

- Minor additions. Minor additions to existing legal structures or uses, which are non-conforming because they do not meet current parking standards, may be permitted if they meet the following requirements:
  - ❖ The parking spaces required for the addition are provided in conformance with this Chapter, in addition to all parking spaces already provided for the existing use or structure; and
  - ❖ All existing parking shall be in substantial compliance with parking and driveway standards; and
  - ❖ The addition is not more than 25% of the existing gross floor area or 1000 square feet, whichever is greater
- As indicated on the site plan, 15 parking spaces are available and there appears to be sufficient space for loading (1 required). The number of parking spaces complies the number of required spaces per the City’s Off-Street Parking Code requirements for the size of commercial space (using the median of 100 vs. 60ft<sup>2</sup>):

Restaurants and Bars, with or without Dancing	1 space per 60 sf. of dining space + 1 space per 100 sf. of kitchen space + 1 space per 100 sf. of outdoor dining	1 space
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Figure 6 "Table 23: Required Parking & Loading..." (CZC)

- To comply with ADA standards, the site requires one (1) van accessible parking space (ADA space width for car: 8’ space and 5’ access aisle, with 3 additional feet on either side for van; 11’/5’ or 8’8’ for a total of 16’ in width.
  - The parking lot design must comply with the City’s *Parking Design Standards* in terms of size, orientation and access, as well as fulfill all ADA requirements. 14 standard and one van accessible handicapped space are required, as approved by the City Engineer.
- Exterior Lighting: The applicant has not provided a lighting plan at this time. Any new lighting will be subject to compliance with **Section 18-20.120** of the Zoning Code regarding night sky preservation as well as the City’s *Lighting Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed lighting plan that complies with these standards.
  - Trash/Recycling Containment: In accordance with **Section 18-20.070**, a condition of approval requires that such installation shall be completed, consistent with the City’s *Trash/Recycling Enclosure Design Standards* prior to occupancy.
  - Signage: The applicant has not indicated any new signage for the facility. As a condition of approval, the applicant will need to submit a sign program (if proposed in the future) for staff review for compliance with the Zoning Code prior to installation of any signs.



- Landscaping: Application materials did not include any upgrades to landscaping, which would have to be compliant with the City’s *Landscaping and Irrigation Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed landscaping and irrigation plan that complies with these standards (specifically for the parking area).

**ENVIRONMENTAL REVIEW (CEQA):**

Categorical Exemption CE 2021-12

In accordance with CEQA section 15301. Existing Facilities (Class 1) and the City’s Environmental Guidelines, the Planning Commission will need to concur that the project is exempt from environmental review.

**AGENCY AND PUBLIC REVIEW:**

The following agencies were contacted on September 30, 2021, for review and comment on the proposed project application, CUP 2021-33 and CE 2021-12 (Attachment 2):

- City of Clearlake: Building Department, Code Enforcement, Police Department, Public Works, Fire.
- County of Lake: Assessor/Recorder Office, Environmental Health Department, Tax Collector, Lake County Fire Protection District.
- State of California: California Department of Alcoholic Beverage Control
- Tribal Organizations: Koi Nation of NCA

The Lake County Environment Health responded on October 4, 2021 (Attachment 3).

No other local agency departments or organizations provided comments.

The City did not receive any adverse comments from the General Public.

**MOTION/OPTIONS:**

1. Move to Adopt Resolution PC 2022-07 (Attachment 1), A Resolution of the Planning Commission of the City of Clearlake Approving Conditional Use Permit Application CUP 2021-33 & Categorical Exemption, CE 2021-12 to allow alcoholic beverage sales (on-site consumption) in an existing established restaurant located at 14094 Lakeshore Drive.
2. Move to Deny Resolution PC 2022-07 and direct staff to prepare appropriate findings.
3. Move to continue the item and provide alternate direction to staff.

**ATTACHMENTS:**

1. Resolution PC 2022-07 with Conditions of Approval (Exhibit A)
2. RFR
3. Agency Comments
4. Application Materials

**RESOLUTION No. PC 2022-07**

**A Resolution of the Planning Commission of the  
City of Clearlake Approving a Conditional Use Permit CUP 2021-33 and  
Categorical Exemption, CE 2021-12 for  
Liquor Sales**

WHEREAS Lizbeth Vargas, representative of Delicias Alvarez, applied for approval of a Conditional Use Permit for alcoholic beverage sales (on-site consumption) within an existing established restaurant. The project is located in the CD, Downtown Commercial Zone District located at 14094 Lakeshore Drive, Clearlake, APN 040-033-06; and

WHEREAS, the Planning Commission, on January 25, 2022, concurred with the City Zoning Code Section 18-8 Downtown Commercial (CD) and Section 18-18 Use Regulations, liquor sales are subject to a conditional use permit; and

WHEREAS this use permit application has been made in accordance with Section 18-8 Downtown Commercial (CD) and Section 18-18 Use Regulations of the Zoning Code, as further defined as uses generally allowed; and

WHEREAS the project is Categorical Exempt from Environmental Review in Pursuant to Article 19. Categorical Exemptions of the State California Environment Quality Act (CEQA) Statute and Guidelines under Section 15301. Existing Facilities, Class 1, and,

WHEREAS the use permit application has been processed in accordance with the City's Environmental Review Guidelines; and

WHEREAS adequate public noticing was made for the project in accordance with the Municipal Code; and

WHEREAS the General Plan designates the project site as Commercial. As conditioned, the proposed use would be consistent with the General Plan; and

WHEREAS, in accordance with Section 18-28.040 Findings of the Zoning Code the use as proposed will not be detrimental to the health, safety, convenience, or general welfare of persons residing or working in the vicinity, or injurious to the property, improvements or potential development in the vicinity with respect to aspects including, but not limited to, the following:

- a) The nature of the proposed site, including its size and shape, and the proposed size, shape, and arrangement of structures,
- b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic and the adequacy of proposed off-street parking and loading,
- c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor,
- d) Treatment given, as appropriate, to such aspects as landscaping, open spaces, parking areas, loading areas, service areas, lighting, and signs.

WHEREAS, with the incorporated conditions of approval, the project complies with the Clearlake Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake that the project is hereby approved, subject to approved Conditions of Approval

**PASSED AND ADOPTED on this 25th day of January 2022 by the following vote:**

Planning Comissioners	AYES	NOES	ABSTAIN	ABSENT
Chair Lisa Wilson				
Vice Chair Robert Coker				
Commissioner Fawn Williams				
Commissioner Erin McCarrick				
Commissioner Terry Stewart				

\_\_\_\_\_  
Chairman, Planning Commission

ATTEST: \_\_\_\_\_  
City Clerk, Planning Commission

**CITY OF CLEARLAKE**  
**CONDITIONAL USE PERMIT (CUP 2021-33)**  
**CATEGIORCAL EXEMPTION (CE 2021-12)**  
**CONDITIONS OF APPROVAL**  
**LIZBETH VARGAS**

Pursuant to the approval of the City of Clearlake's – Planning Commission on **January 25, 2022**, it is hereby granted **Lizbeth Vargas**, with the following conditions of approval **to allow liquor sales located at 14094 Lakeshore Drive, Clearlake, CA 95422; further described as Assessor Parcel Number (APN) 040-033-060** is subject to the following terms and conditions of approval.

**A. GENERAL CONDITIONS:**

1. The use hereby permitted shall substantially conform to the **Site Plan(s), and Project Description** and any conditions of approval imposed by the above **Conditional Use Permit** and Review Authority as shown on the approved site plan for this action **dated September 13, 2021**, including all requirements of the City of Clearlake Municipal Codes.
2. Hours of operation shall be from 6:00 A.M. to no later than 11:00 P.M., Monday through Sunday.
3. This Use Permit does not pertain to the operation of special events such as, live music, karaoke, etc. If the applicant wishes to host special events the applicant shall apply for the necessary permits.
4. Any modifications and/or additions to a use requiring use permit approval shall itself be subject to use permit approval. The addition of an allowed use to a premise occupied by a conditionally allowed use shall require use permit approval of the type required for the existing use. The Community Development Director shall determine when such an addition and/or change is of such a minor or incidental nature that the intent of these regulations can be met without further use permit control.
5. Any conditions established pursuant to these regulations shall be met before the use is established, except that the Community Development Director, Planning Commission or on appeal, the City Council, may establish a schedule for certain conditions to be met after establishment of the use. Continuance of the use shall then be contingent on complying with the schedule for meeting deferred conditions.
6. This use permit does not abridge or supersede the regulatory powers and permit requirements of any federal, state, or local agency requirements, which may retain a regulatory or advisory function as specified by statute or ordinance. The applicant shall obtain and maintained permits as may be required from each agency.
7. The developer/operator shall be responsible to pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under federal, state, and local laws and pursuant to the approved Development Agreement for the project.



8. The applicant is responsible for ensuring that all project workers are informed of, understand, and agree to abide by the approved plans and project conditions.
9. Driveways, access roads and parking areas shall be surfaced with asphalt concrete in a manner to minimize dust. Driveway approaches shall be constructed of concrete and built to minimum City of Clearlake standards. An encroachment permit shall be obtained from the City of Clearlake – Public Works Department for any work within the right-of-way.
10. The permit holder shall operate in full compliance with fire safety rules and regulations of the Lake County Fire Protection District.
11. The Conditional Use Permit may be transferred to new owners at the same location upon notifying the City Planning Department of said ownership transfer and upon the new owner's written agreement to maintain all conditions of approval.
12. Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the District at least 14 days prior to beginning any demolition work. The applicant must contact the District for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions.
13. **Prior to operation**, all parking areas, routes of travel, building access and bathrooms shall meet the American with Disabilities Act (ADA) requirements and must be reviewed and approved of a Certified Accessibility Access Specialist (CASP).
14. **Prior to operation** the facility owner shall contact Environmental health and speak to one of their inspectors regarding possible fee upgrades and if applicant plans to install a bar area in the established restaurant which a plan check will be required.
15. **Prior to operation and/or development**, the applicant shall secure/maintain any required permits from the City of Clearlake (Building Department, Planning and Public Works), Fire District, Lake County Air Quality Management District, Lake County Water Resources Department, Lake County Environmental Health Department, Lake County Special Districts California Department of Alcohol Beverage Control and/or all applicable Federal, State and local agency permits.
16. In lieu of installing curb, gutter, and sidewalk improvements, as normally required, the applicant shall pay a fee to the City equal to the cost of installing the improvements to the City standard. This is in recognition of the project's location within the area of a City project including road and pedestrian improvements to the Lakeshore Drive corridor. The costs shall be determined by a qualified professional, at the expense of the applicant, and with final approval by the City Engineer. **This condition must be completed prior to the use permit having any force or effect.**

17. **Prior to operation,** for the proposed development the following shall be completed:
- Landscaping and Irrigation Plan: Submit for review and approval a landscaping and irrigation. Plans shall demonstrate compliance with the City's Municipal Code regarding landscaping.
  - Trash Enclosure Plans: Submit for review and approval by the City Planning Department a detailed trash enclosure plan. The plans shall show that the enclosure will be constructed of block with an attractive cap and the gates should incorporate solid metal materials painted to match the building colors. The gates should be mounted on separate posts mounted inside the enclosure. A hose bib should be located next to the enclosure for maintenance.
  - Lighting Plan: Submit for review and approval by the City Planning Department an exterior lighting plan. Lighting poles, if used, should not exceed 15 feet in height. All lighting shall be shield and directed downwards and adhere to all Federal, State and local agency requirements, including the dark-sky requirements found at <https://www.darksky.org/>. All lighting shall not project beyond the project parcel boundaries
  - Signage Plan: Submit for review and approval by the City Planning Department a detailed sign program for all existing and proposed signs. The sign plan shall comply with the City's.
18. If any subsurface archaeological remains are uncovered, all work shall be halted within 100 feet of the find and the applicant shall retain a qualified cultural resources consultant from the City's approved list of consultants to identify and investigate any subsurface historic remains and define their physical extent and the nature of any built features or artifact-bearing deposits. Significant historic cultural materials may include finds from the late 19th and early 20th centuries including structural remains, trash pits, isolated artifacts, etc.
19. The cultural resource consultant's investigation shall proceed into formal evaluation to determine their eligibility for the California Register of Historical Resources. This shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the features and artifacts do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists – e.g., there is an intact feature with a large and varied artifact assemblage – it will be necessary to mitigate any Project impacts. Mitigation of impacts might include avoidance of further disturbance to the resources through Project redesign. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during Project excavation or testing, curation may be an appropriate mitigation. This language of this mitigation measure shall be included on any future grading plans and utility plans approved by the City for the Project.
20. If human remains are encountered, no further disturbance shall occur within 100 feet of the vicinity of the find(s) until the Lake County Coroner has made the necessary findings as to origin (California Health and Safety Code Section 7050.5). Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Lake County Coroner determines the remains

to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then identify the “most likely descendant(s)”, which parties agree will likely be the Koi Nation based upon the Tribe’s ancestral ties to the area and previous designation as MLD on projects in the geographic vicinity. The landowner shall engage in consultations with the most likely descendant (MLD). The MLD will make recommendations concerning the treatment of the remains within 48 hours as provided in Public Resources Code 5097.98.

21. All hazardous waste shall not be disposed of on-site without review or permits from Environmental Health Department, the California Regional Water Control Board, and/or the Air Quality Board. Collected hazardous or toxic waste materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such material.
22. Any spills of oils, fluids, fuel, concrete, or other hazardous construction material shall be immediately cleaned up. All equipment and materials shall be stored in the staging areas away from all known waterways.
23. The storage of hazardous materials equals to or greater than fifty-five (55) gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, then a Hazardous Materials Inventory Disclosure Statement/Business Plan shall be submitted and maintained in compliance with requirements of Lake County Environmental Health Division.
24. All equipment shall be maintained and operated in a manner that minimizes any spill or leak of hazardous materials. Hazardous materials and contaminated soil shall be stored, transported, and disposed of consistent with applicable local, state, and federal regulations.
25. If the approved use permit is not established within one (1) year of the date of approval or such longer time as may be stipulated as a condition of approval, the use permit shall expire.
26. If a structure(s) or associated site development authorized by use permit is not issued building permits (if building permits are required) within three (3) years of the date of approval, the use permit shall expire.
27. **Upon written request received prior to expiration**, the Community Development Director may grant renewals of use permit approval for successive periods of not more than one (1) year each.
  - *Approvals of such renewals shall be in writing and for a specific period.*
  - *Renewals may be approved with new or modified conditions upon a finding that the circumstances under which the use permit was originally approved have substantially changed.*
  - *Renewal of a use permit shall not require public notice or hearing unless the renewal is subject to new or modified conditions. In order to approve a renewal, the Community Development Director must make the findings required for initial approval.*
28. The review authority may revoke or modify the use permit in the future if the review authority finds that the use to which the permit allows is detrimental to health, safety, comfort, general welfare of the public; constitutes a public nuisance; if the permit was obtained or is being used by fraud; and/or if one or more the conditions upon which a permit was granted are in noncompliance or have been violated. Applicant shall be notified of potential violations of the use permit prior to action.

29. The developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers and employees from and against any and all claims, actions, demands or proceeding (including damage, attorney fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body concerning the permit or entitlement when such action is brought within the applicable statute of limitations. In providing any defense under this Paragraph, the applicant, business operator, property owner, developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the applicant, business operator, property owner, developer of any claim, action, demands or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer/operator of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the developer/operator shall not thereafter be responsible to defend, indemnify, or hold the City harmless as to that action. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.
30. All conditions are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, the whole entitlement shall be invalid. The Planning Commission specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.
31. Said Use Permits shall be subject to revocation or modification by the review authority if the review authority finds that there has been:
- a. *Noncompliance with any of the foregoing conditions of approval; or*
  - b. *The Planning Commission finds that the use for which this permit is hereby granted is so exercised as to be substantially detrimental to persons or property in the neighborhood of the use. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to the City of Clearlake Municipal Code 15.*

**To be Complete by Authorized Representative/Applicant**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**To Be Completed by Authorized Personnel**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

## Community Development Dept. Request for Review

Local Departments	Regional Departments	State/Federal Departments	Tribal Organizations	Other
<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Air Quality Mgmt	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Elem Indian Colony	<input type="checkbox"/> Cal Cannabis
<input checked="" type="checkbox"/> Code Enforcement	<input checked="" type="checkbox"/> Assessor/Recorder	<input type="checkbox"/> Ca Air Board	<input type="checkbox"/> Middletown Ranch.	<input type="checkbox"/> CA Dept PH
<input checked="" type="checkbox"/> Police Department	<input checked="" type="checkbox"/> Env Health	<input type="checkbox"/> Ca Dept F&W	<input checked="" type="checkbox"/> Koi Nation of NCA	<input type="checkbox"/> BCC
<input checked="" type="checkbox"/> Engineering	<input type="checkbox"/> Lakebed Mgmt	<input type="checkbox"/> USA Corps of Eng	<input type="checkbox"/> NAHC	<input type="checkbox"/> CDFA
<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> LC Surveyor	<input type="checkbox"/> US F&W Serv	<input type="checkbox"/> HERC	
<input type="checkbox"/> PGE	<input type="checkbox"/> LC Water Resources	<input type="checkbox"/> Sonoma State		
<input type="checkbox"/> Golden State Water	<input checked="" type="checkbox"/> LC Tax Collector	<input type="checkbox"/> CHP		
<input type="checkbox"/> Konocti Water	<input type="checkbox"/> LC Transit	<input checked="" type="checkbox"/> ABC		
<input type="checkbox"/> Highlands Water	<input type="checkbox"/> Lake Area Plng Cncl	<input type="checkbox"/> Ca Water Boards		

**Request:** Please review the enclosed application packet material and return any comments by **October 14<sup>th</sup> 2021**<sup>1</sup> via email: mroberts@clearlake.ca.us, or postage: Clearlake City Hall attn. Planning Department, 14050 Olympic Drive, Clearlake, CA 95422.

### Project Description:

<sup>1</sup> **[Tribal Organizations Only]** Please note: In accordance with Section 21080.3.1(b) of the PRC, Consultation request under AB52 must be received in writing within 30 days of receipt of this notice on 10-30-21. We are responding to your request to be notified of projects in our jurisdiction that will be reviewed under CEQA and hereby notifying you of an opportunity to consult with us regarding the potential for this project to impact Tribal Cultural Resources, as defined in Section 21074 of the PRC



Lizbeth Vargas, representative of *Delicias Alvarez*, is applying for a Conditional Use Permit and associated environmental filing in order to allow liquor sales at an existing establishment located on Lakeshore Drive. This location currently has a valid ABC license, offering beer and wine. The intent of this permit application is to expand their business operation in order to include liquor for on site beverage consumption in addition to the food items available for purchase.

From: Mark Roberts  
File: CUP 2021-33; CE 2021-12  
Applicant: Lizbeth Vargas  
Owner: Thomas Carney  
Location: 14094 Lakeshore Drive  
APN: 040-033-060-000  
Zoning: Commercial Downtown (CD)  
General Plan: Commercial

**Comment Below** 

Click or tap here to enter text.

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

SR0004441

Distribution Date: 09/30/2021

Return by Date: 10/14/2021



## City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

### Community Development Dept. Request for Review

Local Departments	Regional Departments	State/Federal Departments	Tribal Organizations	Other
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<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> LC Surveyor	<input type="checkbox"/> US F&W Serv	<input type="checkbox"/> HERC	
<input type="checkbox"/> PGE	<input type="checkbox"/> LC Water Resources	<input type="checkbox"/> Sonoma State		
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<input type="checkbox"/> Konocti Water	<input type="checkbox"/> LC Transit	<input checked="" type="checkbox"/> ABC		
<input type="checkbox"/> Highlands Water	<input type="checkbox"/> Lake Area Plng Cncl	<input type="checkbox"/> Ca Water Boards		

Received

SEP 30 2021

Environmental Health

**Request:** Please review the enclosed application packet material and return any comments by October 14<sup>th</sup> 2021<sup>1</sup> via email: [mroberts@clearlake.ca.us](mailto:mroberts@clearlake.ca.us), or postage: Clearlake City Hall attn. Planning Department, 14050 Olympic Drive, Clearlake, CA 95422.

#### Project Description:

Lizbeth Vargas, representative of *Delicias Alvarez*, is applying for a Conditional Use Permit and associated environmental filing in order to allow liquor sales at an existing establishment located on Lakeshore Drive. This location currently has a valid ABC license, offering beer and wine. The intent of this permit application is to expand their business operation in order to include liquor for on site beverage consumption in addition to the food items available for purchase.

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**COUNTY OF LAKE**  
Health Services Department  
Environmental Health Division  
922 Bevins Court  
Lakeport, California 95453-9739  
Telephone 707/263-1164  
FAX 707/263-1681

Denise Pomeroy  
Health Services Director

Gary Pace, MD, MPH  
Health Officer

Craig Wetherbee  
Environmental Health Director

MEMORANDUM

DATE: October 4, 2021

TO: Mark Roberts, Planning Dept.

FROM: Tina Dawn-Rubin, Environmental Health Aide

RE: CUP 2021-33 Conditional Use Permit; CE 2021-12  
Delicias Alvarez

APN: 14094 Lakeshore Dr, Clearlake

Environmental Health Division does not have any concerns on the wastewater treatment system since the property is connected to a public sewer system and public water.

Currently, Delicias Alvarez is a permitted food facility with a fee category of "Restaurant over 650 sf" with a Beer/Wine ABC license. With the change in ABC license to include liquor, the facility may be upgraded to a Restaurant/Bar and may require a plan check and additional permit fees.

The facility owner needs to contact Environmental Health and speak to one of our inspectors regarding the possible fee upgrade and if she plans to install a bar area in the food facility at which a plan check will be required to do so.

STATE OF CALIFORNIA — BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom, Governor

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

SANTA ROSA DISTRICT OFFICE  
 50 D ST., ROOM 130  
 SANTA ROSA, CA 95404  
 (707) 576-2165



December 8, 2021

To whom it may concern:

An application has been made for a license to sell alcoholic beverages near you:

LIZBETH ESTEFANY VARGAS MONTALVO

Applicant(s) Name(s)

DELICIOUS ALVAREZ

Doing Business As

14094 LAKESHORE DR, CLEARLAKE, CA 95422-8160

Premises Address

Type of Business:

☒ Restaurant☐ Bar/Tavern☐ Deli☐ Mini Mart☐ Liquor Store☐ Gas Station☐ Other:

Entertainment:

☒ Yes☐ NoRecorded music

Type of Entertainment

Proposed hours of alcoholic beverage sales/service: 11 a.m. to 2 a.m.

(Hours and entertainment are decided by the business owner and may change.)

Type(s) of alcoholic beverages to be sold:

☐ Beer☐ Wine☐ Beer & Wine☒ All Types

(Beer, Wine and Distilled Spirits)

If you have any questions or require additional information concerning the issuance of the license, please contact me on or before 12/23/21.

Sincerely,

Mary Schmitz  
 Licensing Representative



8/24/2021

SDACa591.jpg

UP 2021-33  
CE 2021-12

APN 040-033-06



## City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

(Please type or print)  
Planning Application  
Type:  
Project Name:  
Assessor's Parcel #:

INITIAL FEES:	\$750
Permit	UP 2021-33
CEQA	CE 2021-12
Receipt #	ROD 202104
Received By	cm
Date	9/8/21

## ★ APPLICANT:

NAME: Lizbeth Vargas  
MAILING ADDRESS: 14300 Woodland Drive  
CITY: Clearlake  
STATE: CA ZIP: 95422  
PRIMARY PHONE: 513-7327  
EMAIL: lvargas1214@gmail.com  
SIGNATURE: [Signature]

I declare under penalty of perjury that I am the owner of said property or have written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application.

## ★ PROPERTY OWNER (IF NOT APPLICANT):

NAME: Thomas Carney  
MAILING ADDRESS: P.O. Box 1604  
CITY: Clearlake Oaks  
STATE: CA ZIP: \_\_\_\_\_  
PRIMARY PHONE: 650 438 8604  
EMAIL: tcarney411@gmail.com  
SIGNATURE: [Signature]

I declare under penalty of perjury that I am the owner of said property or have written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application.

## PROJECT LOCATION:

• ADDRESS: 14094 Lakeshore Drive  
• PROPERTY SIZE: \_\_\_\_\_  
• PRESENT USE OF LAND: \_\_\_\_\_  
• WATER SUPPLY: Highlands water company  
• SEWER/SEPTIC: \_\_\_\_\_  
• FLOOD ZONE: \_\_\_\_\_

## OFFICE ONLY:

ZONING: \_\_\_\_\_  
GENERAL PLAN: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
RELATED FILES: \_\_\_\_\_  
NOTES: \_\_\_\_\_

## ★ DESCRIPTION OF PROJECT:

type of license: 47 liquor license

hours of operation: 11 am - 2 am

type of business: Is a family Restaurant business

Jan 2021 Z:\FORMS-GENERAL\Planning 2021



Department of Alcoholic Beverage Control

State of California

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
 50 D ST  
 ROOM 130  
 SANTA ROSA, CA 95404  
 (707) 576-2165

File Number: **528477**  
 Receipt Number: **2694470**  
 Geographical Code: **1702**  
 Copies Mailed Date: **November 15, 2021**  
 Issued Date:

DISTRICT SERVING LOCATION: **SANTA ROSA**

First Owner: **VARGAS MONTALVO, LIZBETH ESTEFANY**  
 Name of Business: **DELICIOUS ALVAREZ**  
 Location of Business: **14094 LAKESHORE DR**  
**CLEARLAKE, CA 95422-8160**

County: **LAKE**

Is Premises inside city limits?

**Yes**Census Tract: **0008.02**

Mailing Address:(If different  
 from  
 premises address)

**14300 WOODLAND DR**  
**CLEARLAKE, CA 95422**

Type of license(s):

**47**

Dropping Partner: Yes\_\_\_ No\_\_\_

Transferor's license/name:

**556625 / MOORE, STEVE ALLEN**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
47 - On-Sale General Eating Place	PER/PRM	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	11/15/21	\$1,250.00
47 - On-Sale General Eating Place	ANNUAL FEE	P0	0	11/15/21	\$790.00
			Total		\$2,040.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the  
 Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of LAKE

Date: November 15, 2021

Applicant Name(s)

**VARGAS MONTALVO, LIZBETH ESTEFANY**



# CITY OF CLEARLAKE

## Planning Commission

STAFF REPORT	
<b>SUBJECT:</b> Conditional Use Permit, CUP 2021-34 & Categorical Exemption, CE 2021-13	<b>MEETING DATE</b> 1/25/2022 <b>(Regular):</b>
<b>SUBMITTED BY:</b> Mark Roberts and Michael Taylor, Planning Department	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	
<b>LOCATION:</b> 14585 Olympic Drive, Suite A, Clearlake CA 95422 <b>APN:</b> 039-164-41	<b>APPLICANT/OWNER:</b> USA Vehicle Locator, LLC. Rep. Tom Ealey/ L. D. Mahan & C. S. Mahan 2005 Trust
<b>ZONING:</b> "GC" General Commercial "CB" Commercial Cannabis Business	<b>GENERAL PLAN:</b> Commercial

### WHAT IS BEING ASKED OF THE PLANNING COMMISSION:

The Planning Commission is being asked to consider Conditional Use Permit application CUP 2021-34 and corresponding environmental filing Categorical Exemption CE 2021-13 to establish an Online Wholesaler and Retail Automobile Sales Operation pursuant to Table 5 (Commercial, Recreation and Amusement Uses) of the Clearlake Zoning Code (CZC) at 14585 Olympic Drive. The applicant, Tom Ealy (Representative of *USA Vehicle Locator, LLC.*), who is proposing the establishment of an Automobile Sales operation, requires Planning Commission approval in the GC zone,<sup>1</sup> at an existing commercial lot known as 14585 Olympic Drive.

- **CUP 2021-34 – Retail sales of new and used automobiles (automobile dealership):** Any business establishment that sells or leases new or used automobiles, trucks, vans, trailers, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. An automobile dealership may maintain an inventory of the vehicles for sale or lease either on-site or at a nearby location and may provide on-site facilities for the repair and service of the vehicles sold or leased by the dealership (*Definitions, CZC*).

<sup>1</sup> 18-18.030 Commercial, recreation and amusement uses allowed by zones (CZC).

- **Categorical Exemption CE 2021-13:** Pursuant to California Environmental Quality Act (CEQA) guidelines, the project is considered Categorically Exempt from additional environmental review in accordance with Section 15301, Existing Facilities – Class 1 of the California Environmental Quality Act (CEQA).

**BACKGROUND/DISCUSSION:**

The proposed Online Wholesale/Retail Automobile Sales Dealership will occur within an existing multi-tenant space in the Olympic Drive Corridor, approximately 2,453 feet (~.5 miles) west of its intersection with Old Hwy 53. The parcel is regularly shaped and comprised of three “half lots” (10N, 10S, and 9), fronting 100ft of Olympic Drive and extending ~78ft southward (7,840SF total). The principal structure, built in 1984, appears to span at least two of the lots and totals 2,125 square feet. Nearby development is a mix of residential (of varying densities), as well as other commercial sites, including the Post Office, Clearlake Dialysis, the new Tribal Health Medical Center.

The corresponding zoning is also diverse; the site is designated General Commercial, intended to “provide sites for general commercial uses which are diverse, visually pleasing, convenient in terms of parking and access, attractive and used by citizens of Clearlake as well as visitors to the area.” It is immediately bordered by similarly zoned parcels to the north and east, Medium Density Residential to the south, and Mixed Use to the west (Figure 1). However, the major traffic corridor also includes zones Open Space, Rural Residential, Low Density Residential, High Density Residential and Commercial Downtown within about a half mile. Overlay zones include FEMA Flood Zone AO (Figure 3) and Commercial Cannabis Business Combining District (CB) (Figure 2). The project is served by Golden State Water.

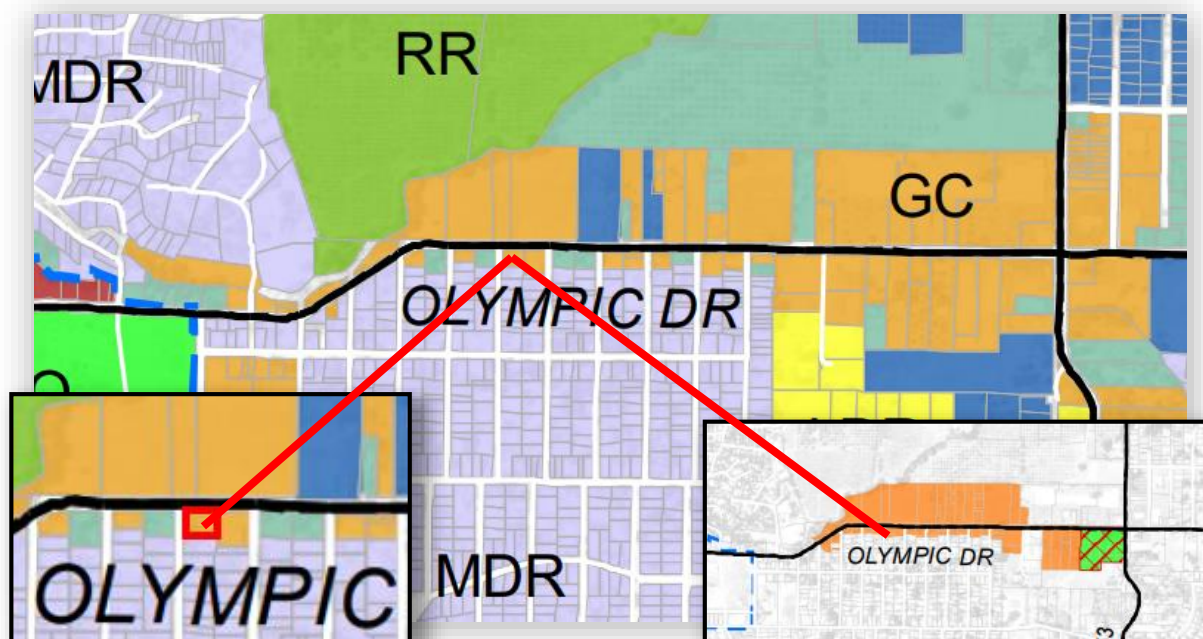


Figure 1 "Base Zoning"

Figure 2 "Commercial Cannabis Business District"



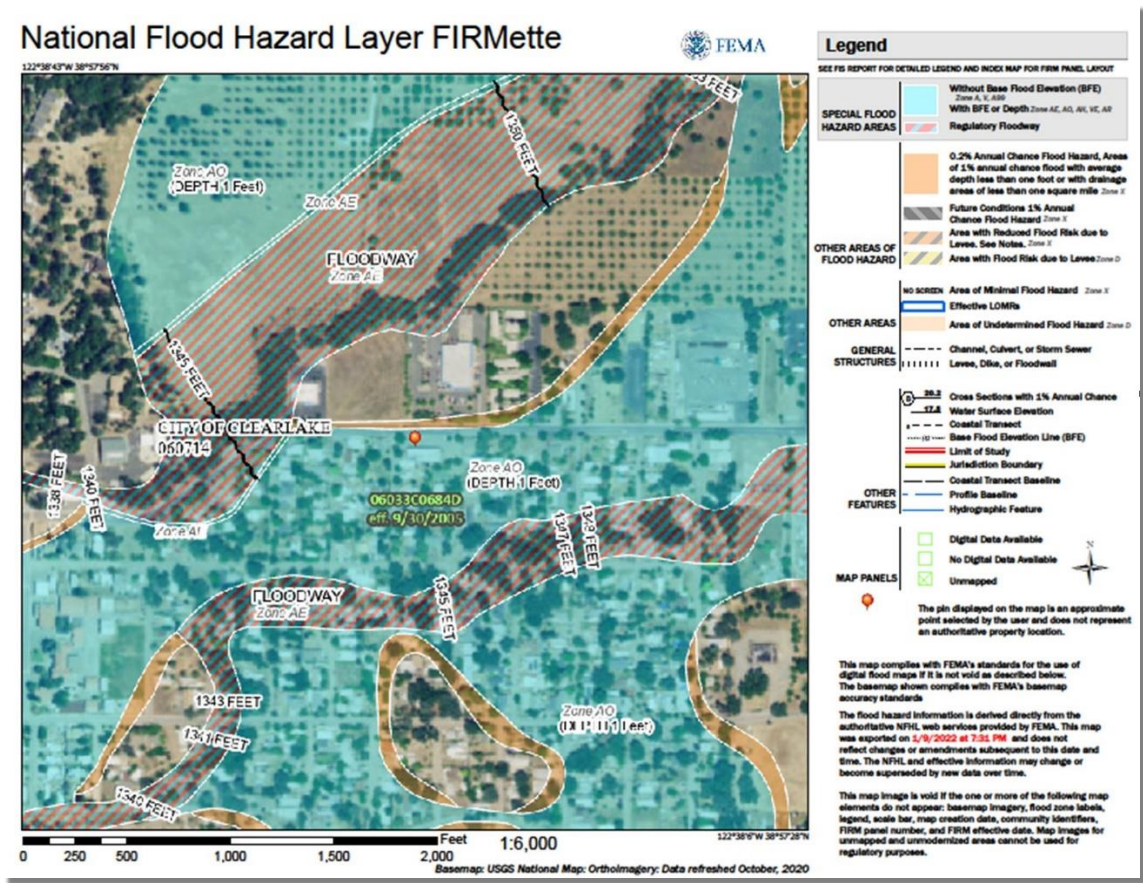
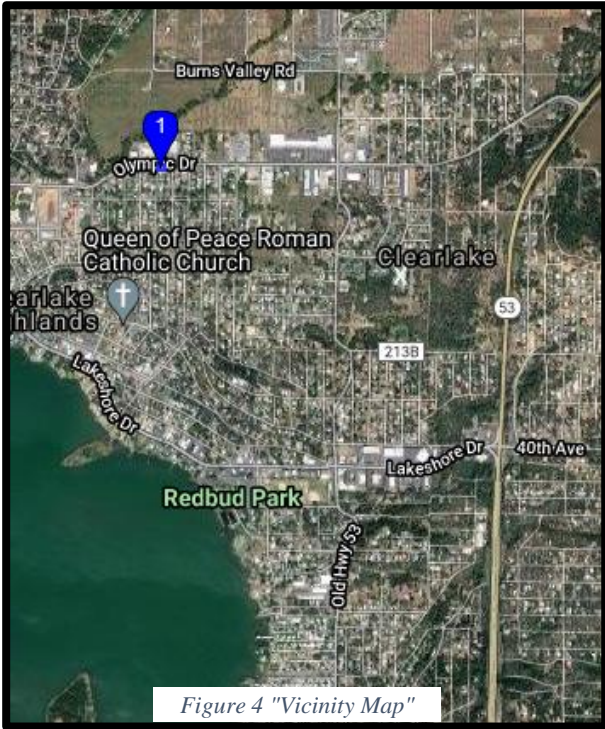


Figure 3 "FEMA Flood Map"

The applicant has provided a copy of an agreement (Attachment 7) to occupy all 650 sq. ft. of Suite A, the most westwardly oriented tenant space of five tenant spaces in the existing structure, adjacent to a currently vacant suite to the east and Madrone Street to the west. However, USA Vehicle Locator is the only business license on record (active/closed/pending) at this site. According to the submittal materials, the lot contains a number of shared parking spaces along the frontage, as well as additional stalls on each side of the structure, totaling 17. A vicinity map and site plan are included for reference (Figure 4).



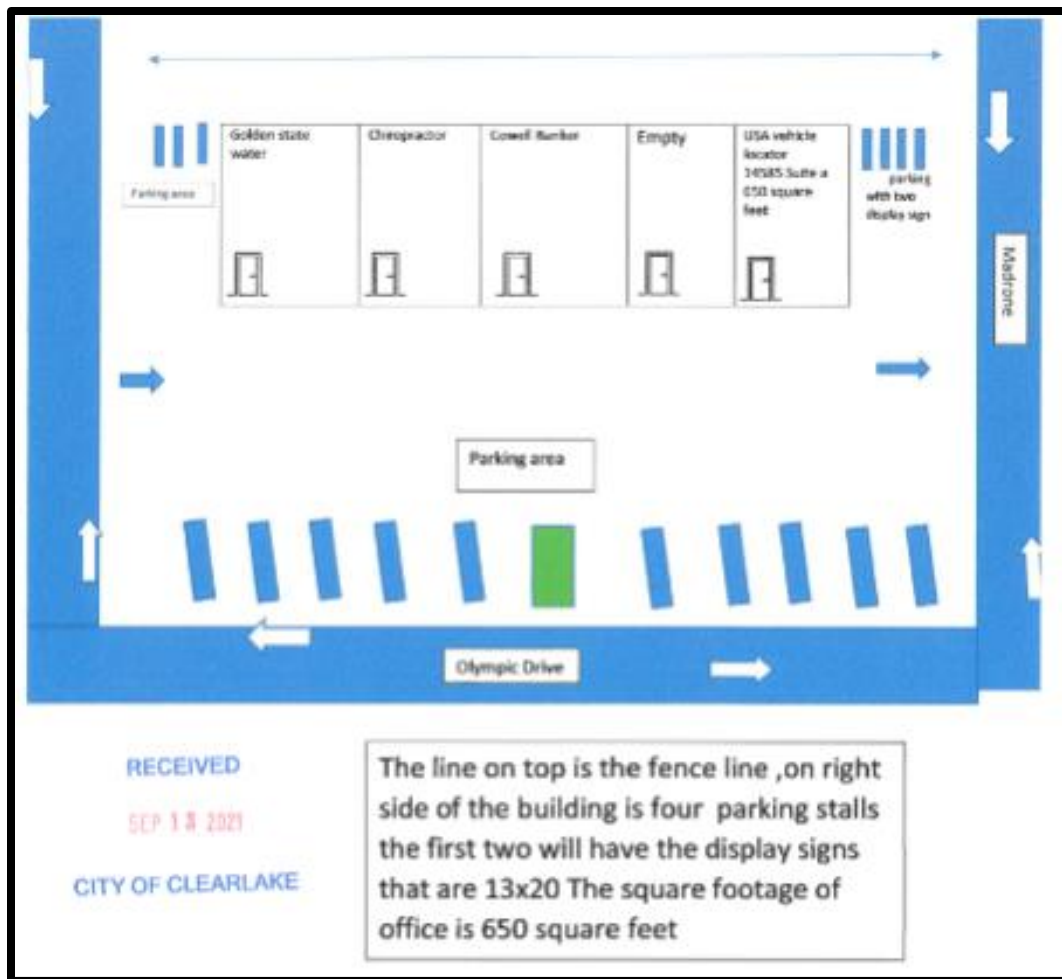


Figure 5 "Site Plan"

Based on the submitted project description (Attachment 5), all vehicle sales will occur online. Standard operating procedures<sup>2</sup> are as follows: an interested party would reach out to an employee and inform them of what type of vehicle they are searching for. Upon receiving this information, the employee will begin conducting the required research to locate the requested vehicle. Once a vehicle is located, the customer will either accept or not accept the offer. If the customer accepts the offer, the employee begins processing the necessary paperwork. Once the paperwork has been completed, the vehicle will be delivered directly to the customer. At times, the customer will request to inspect and/or pick up the vehicle at the project site. In this case, the vehicles would be displayed in the designated parking spaces (Figure 5 above and Attachment 6).

As the business operation experiences demand for services overtime, the business owner anticipates hiring employees as needed.

The business would operate Monday through Sunday, 8 a.m. to 5 p.m.

<sup>2</sup> See Attachment 2: Application Materials

**GENERAL PLAN CONSISTENCY, AND ZONING AND DESIGN STANDARDS COMPLIANCE:**

## General Plan Consistency:

- The General Plan identifies the project site for commercial land uses. The project involves automotive retail sales consistent with the commercial land use designation.
- The site falls within the Olympic Drive Corridor, one of nine key growth areas of Clearlake's Preferred Growth Scenario, as described by the General Plan (2040):
  - **Program LU 6.1.1.2:** Update the City's zoning regulations to allow for more residential-serving commercial uses along Olympic Drive.
  - **Program ED 2.2.1.1:** Through the Zoning Code Update, the City shall designate appropriate land for commercial land use along highly accessible commercial corridors such as Lakeshore and Olympic Drives and State Route 53
  - **Policy ED 4.1.1:** The City should attract growth and revitalization along the Lakeshore Drive and Olympic Drive loop.
  - **Program ED 4.3.1.1:** The City should implement streamline programs for permitting and development applications for commercial revitalization projects along Lakeshore Drive and Olympic Drive.

## Zoning Ordinance Regulations:

- Planning Commission Approval: The proposed operations would involve the retail sale of automobiles, which requires a conditional use permit in the GC zone.
  - In order to grant a use permit, the Director or Planning Commission or on appeal, the Council, must find that the proposed use will not be detrimental to the health, safety or welfare of persons working or living at the site or within the vicinity. The Director, Planning Commission or Council may deny the proposal or attach conditions as deemed necessary to secure the purposes of these regulations. Actions on use permits shall be justified by written findings, based on substantial evidence in view of the whole record (CZC Section 18-28.040, *Findings*)
- Off-Street Parking: Per DMV regulations for a retail sales license, the operation must have a minimum of two parking spaces
  - As indicated on the site plan, 17 shared parking spaces are currently on site (4 adjacent) and there appears to be sufficient loading. The number of parking spaces complies the number of required spaces per the City's Off-



Street Parking Code requirements for the size of commercial space:

Commercial Retail: 0 to 2,000 structure's square feet of floor area	1 space per 250 sf.	1 space per 25,000 sf.
---	---------------------	------------------------

Figure 6 "Table 23: Required Parking & Loading..."

- The parking lot design must comply with the City's *Parking Design Standards* in terms of size, orientation, and access, as well as fulfill all ADA requirements. Two standard and one van accessible handicapped space are required, as approved by the City Engineer.
- Exterior Lighting: The applicant has not provided a lighting plan at this time. Any new lighting will be subject to compliance with **Section 18-20.120** of the Zoning Code regarding night sky preservation as well as the City's *Lighting Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed lighting plan that complies with these standards.
- Trash/Recycling Containment: In accordance with **Section 18-20.070**, a 15' x 15' trash enclosure plan for storage of recycling and trash will provided. A condition of approval requires that such installation shall be completed, consistent with the City's *Trash/Recycling Enclosure Design Standards* prior to occupancy.
- Signage: The applicant has not indicated any new signage for the facility. As a condition of approval, the applicant will need to submit a sign program (if proposed in the future) for staff review for compliance with the Zoning Code prior to installation of any signs.
- Landscaping: Application materials did not include any upgrades to landscaping, which would have to be compliant with the City's *Landscaping and Irrigation Standards*. Use permit conditions of approval requires submittal and approval by staff of a detailed landscaping and irrigation plan that complies with these standards (specifically for the parking area).

**ENVIRONMENTAL REVIEW (CEQA):**

Categorical Exemption CE 2021-13.

In accordance with CEQA section 15301. Existing Facilities (Class 1) and the City's Environmental Guidelines, the Planning Commission will need to concur that the project is exempt from environmental review.

### **AGENCY AND PUBLIC REVIEW:**

The following agencies were contacted on September 16, 2021, for review and comment for the proposed project application, CUP 2021-34 and CE 2021-13:

- City of Clearlake: Building Department, Code Enforcement, Police Department, Public Works.
- County of Lake: Air Quality Management, Assessor/Recorder Office, Environmental Health Department, Lake County Fire Protection District.

The Lake County Fire Protection District responded on September 16, 2021 (Attachment 3).

No other local agency departments provided comments.

The City did not receive any adverse comments from the General Public

### **MOTION/OPTIONS:**

1. Move to Adopt Resolution PC 2022-06 (Attachment 1), A Resolution of the Planning Commission of the City of Clearlake Approving Conditional Use Permit Application CUP 2021-34 & Categorical Exemption, CE 2021-13 for the development of an Automobile Sales Operation located at 14585 Olympic Drive, Suite A, Clearlake Ca 95422.
2. Move to Deny Resolution PC 2022-06 and direct staff to prepare appropriate findings.
3. Move to continue the item and provide alternate direction to staff.

#### **Attachments:**

- 1) Resolution PC 2022-06 with Conditions of Approval (Exhibit A)
- 2) Request for Review Letter and Distribution
- 3) Agency Response(s)
- 4) Planning Application
- 5) Project Description ("Applicant Statement of Fact")
- 6) Site Plan (September 13, 2021)
- 7) Property Lease Agreement

**RESOLUTION No. PC 2022-06**

**A Resolution of the Planning Commission of the  
City of Clearlake Approving a Conditional Use Permit CUP 2021-34 and  
Categorical Exemption, CE 2021-13 for  
the operation of an automobile sales operation**

WHEREAS Usa Vehicle Locator, LLC (Rep Tom Ealey) applied for approval of a Conditional Use Permit for the operation of an Online Wholesaler and Retail Automobile Sales Operation in the GC, General Commercial Zoning District located at 14585 Olympic Drive, Suite A, Clearlake, APN 039-164-41: and

WHEREAS, the Planning Commission, on January 25, 2022, concurred with the City Zoning Code Section 18-9.02 and 18-18.03, automobile sales are subject to a conditional use permit; and

WHEREAS this use permit application has been made in accordance with Section 18-9.02 and 18-18.03 of the Zoning Code, as further defined as uses general allowed; and

WHEREAS the project is Categorical Exempt from Environmental Review in Pursuant to Article 19. Categorical Exemptions of the State California Environment Quality Act (CEQA) Statute and Guidelines under Section 15301. Existing Facilities, Class 1, and,

WHEREAS the use permit application has been processed in accordance with the City's Environmental Review Guidelines; and

WHEREAS adequate public noticing was made for the project in accordance with the Municipal Code; and

WHEREAS the General Plan designates the project site as Commercial. As conditioned, the proposed use would be consistent with the General Plan; and

WHEREAS, in accordance with Section 18-28.040 of the Zoning Code the use as proposed will not be detrimental to the health, safety, convenience, or general welfare of persons residing or working in the vicinity, or injurious to the property, improvements or potential development in the vicinity with respect to aspects including, but not limited to, the following:

- a) The nature of the proposed site, including its size and shape, and the proposed size, shape, and arrangement of structures,
- b) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic and the adequacy of proposed off-street parking and loading,
- c) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor,
- d) Treatment given, as appropriate, to such aspects as landscaping, open spaces, parking areas, loading areas, service areas, lighting, and signs.

WHEREAS, with the incorporated conditions of approval, the project complies with the Clearlake Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Clearlake that the project is hereby approved, subject to approved Conditions of Approval

**PASSED AND ADOPTED on this 25th day of January 2022 by the following vote:**

<b>Planning Comissioners</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Chair Lisa Wilson				
Vice Chair Robert Coker				
Commissioner Fawn Williams				
Commissioner Erin McCarrick				
Commissioner Terry Stewart				

\_\_\_\_\_  
Chairman, Planning Commission

ATTEST: \_\_\_\_\_  
City Clerk, Planning Commission

**CITY OF CLEARLAKE  
CONDITIONAL USE PERMIT (CUP 2021-34)  
CATEGIORICAL EXEMPTION (CE 2021-13)  
CONDITIONS OF APPROVAL**

**USA VEHICLE LOCATOR, LLC (THOMAS EALEY)**

Pursuant to the approval of the City of Clearlake's – Planning Commission on **January 25, 2022**, it is hereby granted **USA Vehicle Locator, LLC (Thomas Ealey)**, with the following conditions of approval **to allow an Online Wholesaler and Retail Automobile Sales Operation located at 14585 Lakeshore Drive, Suite A, Clearlake, CA 95422; further described as Assessor Parcel Number (APN) 039-164-41-000** is subject to the following terms and conditions of approval.

**A. GENERAL CONDITIONS:**

1. The use hereby permitted shall substantially conform to the **Site Plan(s), and Project Description** and any conditions of approval imposed by the above **Conditional Use Permit** and Review Authority as shown on the approved site plan for this action **dated September 13, 2021**, including all requirements of the City of Clearlake Municipal Codes.
2. Any modifications and/or additions to a use requiring use permit approval shall itself be subject to use permit approval. The addition of an allowed use to a premise occupied by a conditionally allowed use shall require use permit approval of the type required for the existing use. The Community Development Director shall determine when such an addition and/or change is of such a minor or incidental nature that the intent of these regulations can be met without further use permit control.
3. Any conditions established pursuant to these regulations shall be met before the use is established, except that the Community Development Director, Planning Commission or on appeal, the City Council, may establish a schedule for certain conditions to be met after establishment of the use. Continuance of the use shall then be contingent on complying with the schedule for meeting deferred conditions.
4. This use permit does not abridge or supersede the regulatory powers and permit requirements of any federal, state, or local agency requirements, which may retain a regulatory or advisory function as specified by statute or ordinance. The applicant shall obtain and maintained permits as may be required from each agency.
5. The developer/operator shall be responsible to pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under federal, state, and local laws and pursuant to the approved Development Agreement for the project.
6. The applicant is responsible for ensuring that all project workers are informed of, understand, and agree to abide by the approved plans and project conditions.
7. Driveways, access roads and parking areas shall be surfaced with asphalt concrete in a

manner to minimize dust. Driveway approaches shall be constructed of concrete and built to minimum City of Clearlake standards. An encroachment permit shall be obtained from the City of Clearlake – Public Works Department for any work within the right-of-way.

8. The permit holder shall operate in full compliance with fire safety rules and regulations of the Lake County Fire Protection District.
9. The Conditional Use Permit may be transferred to new owners at the same location upon notifying the City Planning Department of said ownership transfer and upon the new owner's written agreement to maintain all conditions of approval.
10. Any demolition or renovation is subject to the Federal National Emissions Standard for Hazardous Air Pollutants (NESHAP) for asbestos in buildings requires asbestos inspections by a Certified Asbestos Consultant for all major renovations and all demolition. An Asbestos Notification Form with the Asbestos inspection report must be submitted to the District at least 14 days prior to beginning any demolition work. The applicant must contact the District for more details and proper approvals. Regardless of asbestos content or reporting requirements all demolition and renovation activities should use adequate water/ amended water to prevent dust generation and nuisance conditions.
11. **Prior to operation**, all parking areas, routes of travel, building access and bathrooms shall meet the American with Disabilities Act (ADA) requirements and must be reviewed and approved of a Certified Accessibility Access Specialist (CASP).
12. **Prior to operation and/or development**, the applicant shall secure/maintain any required permits from the City of Clearlake (Building Department, Planning and Public Works), Fire District, Lake County Air Quality Management District, Lake County Water Resources Department, Lake County Environmental Health Department, Lake County Special Districts California Department of Motor Vehicles and/or all applicable Federal, State and local agency permits.
13. **Prior to operation**, for the proposed development the following shall be completed:
  - Civil Site Plans (including curb, gutter, sidewalk, ect): Submit civil site plans identifying existing and proposed storm drains, drainage ditches, curbs, sidewalks, gutters and stripping as regulated by the City's Design and Construction Standards, Off-Street Parking Regulations and Parking Design Standards to be found in compliance with all other applicable local/federal/state laws (including ADA and CASP requirements)
  - Landscaping and Irrigation Plan: Submit for review and approval a landscaping and irrigation. Plans shall demonstrate compliance with the City's Municipal Code regarding landscaping.
  - Trash Enclosure Plans: Submit for review and approval by the City Planning Department a detailed trash enclosure plan. The plans shall show that the enclosure will be constructed of block with an attractive cap and the gates should incorporate solid metal materials painted to match the building colors. The gates should be mounted on separate posts mounted inside the enclosure. A hose bib should be located next to the enclosure for maintenance.

- *Lighting Plan: Submit for review and approval by the City Planning Department an exterior lighting plan. Lighting poles, if used, should not exceed 15 feet in height. All lighting shall be shield and directed downwards and adhere to all Federal, State and local agency requirements, including the dark-sky requirements found at <https://www.darksky.org/>. All lighting shall not project beyond the project parcel boundaries*
  - *Signage Plan: Submit for review and approval by the City Planning Department a detailed sign program for all existing and proposed signs. The sign plan shall comply with the City's.*
14. If any subsurface archaeological remains are uncovered, all work shall be halted within 100 feet of the find and the applicant shall retain a qualified cultural resources consultant from the City's approved list of consultants to identify and investigate any subsurface historic remains and define their physical extent and the nature of any built features or artifact-bearing deposits. Significant historic cultural materials may include finds from the late 19th and early 20th centuries including structural remains, trash pits, isolated artifacts, etc.
  15. The cultural resource consultant's investigation shall proceed into formal evaluation to determine their eligibility for the California Register of Historical Resources. This shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the features and artifacts do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists – e.g., there is an intact feature with a large and varied artifact assemblage – it will be necessary to mitigate any Project impacts. Mitigation of impacts might include avoidance of further disturbance to the resources through Project redesign. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during Project excavation or testing, curation may be an appropriate mitigation. This language of this mitigation measure shall be included on any future grading plans and utility plans approved by the City for the Project.
  16. If human remains are encountered, no further disturbance shall occur within 100 feet of the vicinity of the find(s) until the Lake County Coroner has made the necessary findings as to origin (California Health and Safety Code Section 7050.5). Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Lake County Coroner determines the remains to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then identify the "most likely descendant(s)", which parties agree will likely be the Koi Nation based upon the Tribe's ancestral ties to the area and previous designation as MLD on projects in the geographic vicinity. The landowner shall engage in consultations with the most likely descendant (MLD). The MLD will make recommendations concerning the treatment of the remains within 48 hours as provided in Public Resources Code 5097.98.
  17. All hazardous waste shall not be disposed of on-site without review or permits from Environmental Health Department, the California Regional Water Control Board, and/or the Air Quality Board.

Collected hazardous or toxic waste materials shall be recycled or disposed of through a registered waste hauler to an approved site legally authorized to accept such material.

18. Any spills of oils, fluids, fuel, concrete, or other hazardous construction material shall be immediately cleaned up. All equipment and materials shall be stored in the staging areas away from all known waterways.
19. The storage of hazardous materials equals to or greater than fifty-five (55) gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, then a Hazardous Materials Inventory Disclosure Statement/Business Plan shall be submitted and maintained in compliance with requirements of Lake County Environmental Health Division.
20. All equipment shall be maintained and operated in a manner that minimizes any spill or leak of hazardous materials. Hazardous materials and contaminated soil shall be stored, transported, and disposed of consistent with applicable local, state, and federal regulations.
21. If the approved use permit is not established within one (1) year of the date of approval or such longer time as may be stipulated as a condition of approval, the use permit shall expire.
22. If a structure(s) or associated site development authorized by use permit is not issued building permits (if building permits are required) within three (3) years of the date of approval, the use permit shall expire.
23. **Upon written request received prior to expiration**, the Community Development Director may grant renewals of use permit approval for successive periods of not more than one (1) year each.
  - *Approvals of such renewals shall be in writing and for a specific period.*
  - *Renewals may be approved with new or modified conditions upon a finding that the circumstances under which the use permit was originally approved have substantially changed.*
  - *Renewal of a use permit shall not require public notice or hearing unless the renewal is subject to new or modified conditions. In order to approve a renewal, the Community Development Director must make the findings required for initial approval.*
24. The review authority may revoke or modify the use permit in the future if the review authority finds that the use to which the permit allows is detrimental to health, safety, comfort, general welfare of the public; constitutes a public nuisance; if the permit was obtained or is being used by fraud; and/or if one or more the conditions upon which a permit was granted are in noncompliance or have been violated. Applicant shall be notified of potential violations of the use permit prior to action.
25. The developer/operator shall agree to indemnify, defend, and hold harmless the City or its agents, officers and employees from and against any and all claims, actions, demands or proceeding (including damage, attorney fees, and court cost awards) against the City or its agents, officers, or employees to attach, set aside, void, or annul an approval of the City, advisory agency, appeal board, or legislative body concerning the permit or entitlement when such action is brought within the applicable statute of limitations. In providing any defense under this Paragraph, the applicant, business operator, property owner, developer shall use counsel reasonably acceptable to the City. The City shall promptly notify the



applicant, business operator, property owner, developer of any claim, action, demands or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer/operator of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the developer/operator shall not thereafter be responsible to defend, indemnify, or hold the City harmless as to that action. The City may require that the developer/operator to post a bond, in an amount determined to be sufficient, to satisfy the above indemnification and defense obligation. Developer/operator understands and acknowledges that City is under no obligation to defend any claim, action, demand or proceeding challenging the City's actions with respect to the permit or entitlement.

26. All conditions are necessary to protect the general health, safety and welfare of the public. If any condition of this entitlement is held to be invalid by a court, the whole entitlement shall be invalid. The Planning Commission specifically declares that it would not have approved this entitlement unless all of the conditions herein are held as valid.
27. Said Use Permits shall be subject to revocation or modification by the review authority if the review authority finds that there has been:
  - a. *Noncompliance with any of the foregoing conditions of approval; or*
  - b. *The Planning Commission finds that the use for which this permit is hereby granted is so exercised as to be substantially detrimental to persons or property in the neighborhood of the use. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to the City of Clearlake Municipal Code 15.*

**To be Complete by Authorized Representative/Applicant**

Name: \_\_\_\_\_Signature: \_\_\_\_\_

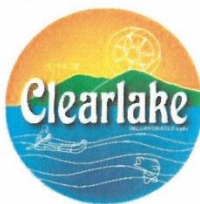
\_\_\_\_\_

Date: \_\_\_\_\_

**To Be Completed by Authorized Personnel**

Name: \_\_\_\_\_Signature: \_\_\_\_\_

Title: \_\_\_\_\_Date: \_\_\_\_\_



**City of Clearlake**  
 14050 Olympic Drive, Clearlake, California 95422  
 (707) 994-8201 Fax (707) 995-2653

**DISTRIBUTION DATE: Sept. 16, 2021**

**Request for Review (RFR)  
 General Agencies**

CITY DEPARTMENTS	LOCAL AGENCIES	STATE/FEDERAL AGENCIES
@ Building Dept	@ Air Quality Management	CalTrans
@ Code Enforcement	@ Assessor's/Recorders Office	BLM
@ Police Department	@ Environmental Health Dept.	CA Dept. of Fish & Wildlife
@ Public Works/Engineering.	Lake County Surveyor	Army Core of Eng.
Animal Control	Lake County Water Resources	U.S Fish & Wildlife Serv.
	Lake County Tax Collector	Sonoma State (NWIC)
<b>WATER DISTRICT</b>	Lake Transit	CHP
Golden State Water	Lake Area Planning Council	CA Dept. of Drinking Water
Konocti Water Co.	Lake County Fire Protection Dist.	CA State Water Resource Control Board
Highlands Water Co.	Konocti Unified School District	CALfire
	Clearlake Chamber of Commerce	ABC
		<b>CANNABIS PROJECTS</b>
		Cal Cannabis
		CA Dept. Public Health (Manufacturing)
		Bureau of Cannabis Control (retailers, distributors, 3 <sup>rd</sup> party testing laboratories and microbusinesses)

**REQUEST: REQUEST:** Please review and comment on the enclosed application packet material for the proposed project below. Please return all comments by **October 4, 2021**. Please email your comments to [mroberts@clearlake.ca.us](mailto:mroberts@clearlake.ca.us) or mail them to the address listed in the letterhead above.

**Request:** Please review and comment on the enclosed application packet material for the proposed project below. Please email your comments to [mroberts@clearlake.ca.us](mailto:mroberts@clearlake.ca.us) or mail them to the address listed in the letterhead above.

**Application:** Conditional Use Permit, CUP 2021-34 & Categorical Exemption, CE 2021-13

**From:** Mark Roberts – Senior Planner

**Applicant:** Tom Ealey (USA Vehicle Locator, LLC.

**Owner(s):** City of Clearlake

**APN(s):** 039-164-41

**Location:** 14585 Olympic Drive; Clearlake, CA 95422

**Land Use Designation(s):** "GC" General Commercial

**General Plan Designation(s):** "GC" General Commercial

**Project Description:** The applicant is requesting approval of a Conditional Use Permit to establish an Automobile Sales Operation Pursuant to Table 5 (Commercial, Recreation and Amusement Uses) of the Zoning Code.

Based on the submitted project description, all sales will occur online. According to the applicant an interested party would reach out to an employee and inform them of what type of vehicle they are searching for. Upon receiving this information, the employee will begin conducting the required research to locate the requested vehicle. Once a vehicle is located, the customer will either accept or not accept the offer. If the customer accepts the offer, the employee begins processing the necessary paperwork. Once the paperwork has been completed, the vehicle will be delivered directly to the customer. At times, the customer will request to inspect and/or pick up the vehicle at the project site. In this case, the vehicles would be displayed in the designated parking spaces. Per the DMV for a retail sales license, the operation must have a minimum of two parking spaces. The operation will occur within an existing structure and if vehicles are to be displayed, they will occur within an existing parking area.

**COMMENTS:**

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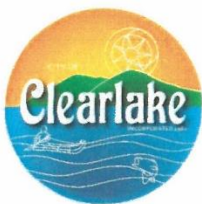
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NAME: \_\_\_\_\_

DATE: \_\_\_\_\_



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

DISTRIBUTION DATE: Sept. 16, 2021

**REQUEST FOR REVIEW (RFR)**  
**AB52 TRIBAL CONSULTATION NOTIFICATION**  
*Project: Tom Ealey*

In accordance with Assembly Bill 52 (AB52) and Section 21080.3.1(b) of the California Public Resources Code (PRC), we are responding to your request to be notified of projects in our jurisdiction that will be reviewed under CEQA. We are hereby notifying you of an opportunity to consult with us regarding the potential for this project to impact Tribal Cultural Resources, as defined in Section 21074 of the PRC. The purposes of tribal consultation under AB52 are to determine, as part of the CEQA review process, whether or not Tribal Cultural Resources are present within the project area, and if so, whether or not those resources will be significantly impacted by the project. If tribal cultural resources may be significantly impacted, then consultation will also help to determine the most appropriate way to avoid or mitigate those impacts.

**Please note: In accordance with Section 21080.3.1(b) of the PRC, Consultation request under AB52 must be received in writing within 30 days of receipt (October 19, 2021) of this notice.**

	TRIBAL ORGANIZATIONS
@	Elem Indian Colony
@	Middletown Rancheria
@	Koi Nation of Northern California
@	Native American Heritage Commission
@	Hinthe Env. Resource Consortium (HERC)

**Request:** Please review and comment on the enclosed application packet material for the proposed project below. Please email your comments to [mroberts@clearlake.ca.us](mailto:mroberts@clearlake.ca.us) or mail them to the address listed in the letterhead above.

**Application:** Conditional Use Permit, CUP 2021-34 & Categorical Exemption, CE 2021-13  
**From:** Mark Roberts – Senior Planner  
**Applicant:** Tom Ealey (USA Vehicle Locator, LLC)  
**Owner(s):** City of Clearlake  
**APN(s):** 039-164-41  
**Location:** 14585 Olympic Drive; Clearlake, CA 95422

# LAKE COUNTY FIRE PROTECTION DISTRICT

14815 OLYMPIC DRIVE, CLEARLAKE,  
CALIFORNIA 95422

707-994-2170 PHONE 707-994-4861 FAX

September 16, 2021

**To:** Mark Roberts – Senior Planner      Conditional Use Permit, CUP 2021-34 & Categorical  
Exemption, CE 2021-13

**From:** Cory Smith – Fire Marshal

**RE:** Conditional Use Permit, CUP 2021-34 & Categorical Exemption, CE 2021-13

**Location:** 14585 Olympic Drive; Clearlake, CA 95422

Good afternoon, Mark

Below I added our requirements to establish an occupancy permit.

- Provide the district with a business application.
- Ensure that all safeguards for public are place including, operable smoke detectors, fire extinguishers etc.... "B" occupancy business guidelines are found on our website.
- Provide Knoxbox for the building.
- Schedule a life and safety inspection prior to operation. Fee is \$210.
- Ensure vehicle parking is always in designated areas. No parking is allowed in fire lanes which is between front parking stalls and the building.

I can be contacted anytime with questions and concerns

RECEIVED

SEP 16 2021

CITY OF CLEARLAKE



Jan 2021 Z:\FORMS-GENERAL\Planning 2021

RECEIVED

SEP 13 2021

State of fact

CITY OF CLEARLAKE

To whom it may concern:

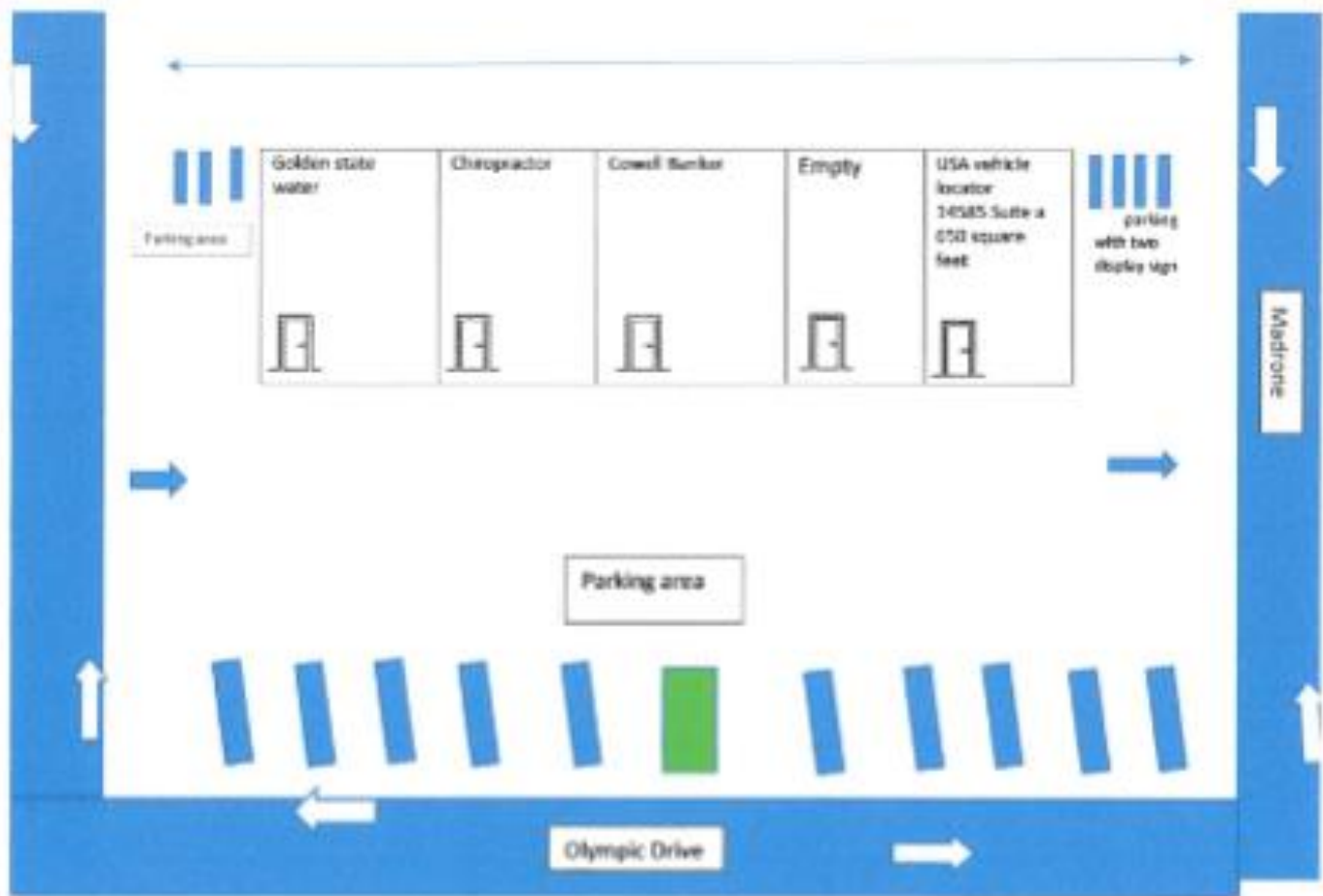
Regarding the intended business to be conducted at 14585 Olympic drive in Clearlake. It is to be conducted as an online automobile sales dealership and operated solely in that manner. However, the Department of Motor vehicles requires that the city recognize me as an automotive dealership and may have cars on the sight without restrictions, in order to issue the license. I am currently self-employed as an automobile wholesale dealer. I buy cars and run them through the auction. Some of you may want to know my general background in the automobile field. I currently have 12 years total experience in this field. I worked for 10 years in the past in a dealership. Then for 20 years I worked in the field of technology. In 2018 I decided to get back into the automobile industries. At which time I worked for 2 years at a dealership while taking online courses on all aspects of this type of business. As you know the automobile industry has grown and has now advance into technology. Which means people are now buying car from their home without having to go to a dealership. I decided to move forward into this area of the retail. Because of my experience in Auto sales and of course my technology background I feel this will be ideal for Me.

This is my site plan description. I have leased a building at 14585 Olympic Drive suite A, in Clearlake Ca where I will be conducting business in this way. I will sell vehicles strictly online without a car lot. I will be advertising to the general public. They will contact me letting me know that they are interested in purchasing a vehicle. I will then locate one or two vehicles for them to consider. I will email product information and photos of the cars. Once they make their choice to buy their new vehicle, I will then get them pre-qualified for financing unless it is a cash deal. The next stage is to purchase the vehicle through major auctions which I have access to as a dealer. Because I will not have the overhead that the big dealers have, I will be able to keep the cost to the customer down. The vehicle then will have to be reconditioned before it's delivered to the customer. Once there has been an approval, e-docs will be ready for the customer to sign. The last of the e-docs will not be signed until the customer test drives the vehicle. This will be strictly an online business, with no car lot at the above-mentioned location. There will be a display parking area with signs for two vehicles. This is required by DMV sometimes the customer might want to pick up the vehicle at my office and do the paperwork there.

I am a veteran and have been a part of this community for the past 26 years. I would appreciate your help in this matter.

Sincerely

  
Tom Ealey



RECEIVED

SEP 13 2021

CITY OF CLEARLAKE

The line on top is the fence line ,on right side of the building is four parking stalls the first two will have the display signs that are 13x20 The square footage of office is 650 square feet





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

COMMERCIAL LEASE AGREEMENT  
(C.A.R. Form CL, Revised 12/15)

RECEIVED

SEP 18 2021

CITY OF CLEARLAKE

Date (For reference only): August 8, 2021

J D MAHAN & C S MAHAN 2005 TRUST

("Landlord") and

Tom Deley, USA Vehicle Locator, LLC

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 14585 Olympic Dr.  
(Unit A) \_\_\_\_\_ ("Premises"), which  
comprise approximately \_\_\_\_\_ % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ for a further  
description of the Premises.
2. **TERM:** The term begins on (date) August 15, 2021 ("Commencement Date").  
(Check A or B):  
☒ A. Lease: and shall terminate on (date) August 15, 2022 at 11:59 ☐ AM ☒ PM. Any holding over after  
the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as  
specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other  
terms and conditions of this agreement shall remain in full force and effect.  
☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the  
other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.  
☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum \_\_\_\_\_.
3. **BASE RENT:**  
A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):  
☒ (1) \$650.00 per month, for the term of the agreement.  
☐ (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration  
of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor  
Statistics of the Department of Labor for All Urban Consumers ("CPI") for 205  
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI  
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the  
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the  
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely  
reflects the CPI.  
☐ (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.  
☐ (4) In accordance with the attached rent schedule.  
☐ (5) Other: \_\_\_\_\_.
- B. Base Rent is payable in advance on the last (or ☐ ) day of each calendar month, and is delinquent on the next day.
- C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based  
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month  
shall be prorated based on a 30-day period.
4. **RENT:**  
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.  
B. Payment: Rent shall be paid to (Name) Donna Mahan at (address) 46 Village Way PMB 123, Ft. Lauderdale, FL 33305, or at any other  
location specified by Landlord in writing to Tenant.  
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on August 10, 2021.  
If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is  
☒ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is  
obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**  
A. Tenant agrees to pay Landlord \$650.00 as a security deposit. Tenant agrees not to hold Broker responsible for its  
return. (IF CHECKED) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same  
proportion as the increase in Base Rent.  
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,  
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or  
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of  
Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of  
the security deposit is used during tenancy, Tenant agrees to reimburse the total security deposit within 5 days after written notice is delivered to  
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the  
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.  
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after  
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.  
C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials \_\_\_\_\_

Tenant's Initials TD

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CL REVISED 12/15 (PAGE 1 OF 8)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 8)

Ready World Real Estate & Leasing Inc., 1000 Lakeshore Drive P.O. Box 100 CLEARLAKE, CA 94632  
World Real Estate

Phone: 925.944.0448

Fax: 925.944.0448



Website

Premises: 16885 Olympic Dr, Unit A

Date August 8, 2021

## 7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent From 8/1/2021 To 8/31/2021 Date Date	\$ 225.00	\$ 225.00	\$ 0.00	8/15/2021
B. Security Deposit	\$ 875.00	\$ 625.00	\$ 250.00	8/15/2021
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	
E. Total: _____	\$ 875.00	\$ 475.00	\$ 400.00	

8. PARKING: Tenant is entitled to \_\_\_\_\_ unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3, if not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clear. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows:

The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3, if not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$25.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: \_\_\_\_\_

Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant. Owner will pay sewer and water; tenant to pay all other utilities

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B. ☒ (if checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as: \_\_\_\_\_  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, or endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☒ (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

Tenant's Initials RE

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

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Make



Premises: 34585 Olympic Dr, Unit A

Date: August 8, 2027

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublessee, assignment, or transfer, shall not be construed as consent to any subsequent sublessee, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and printing costs necessary to re-rent Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials Tenant's Initials 

CL REVISED 12/16 (PAGE 3 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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Make a 



Premises: 14555 Olympic Dr, Unit A

Date August 8, 2021

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise subordinated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
35. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part II, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.65.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enforce the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_ Tenant's Initials S STenant's Initials S S

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Prepared with LeaseWall Transactions (66/Firm-Billboard) 231 Riverston Dr., Sanbridge, Ontario, Canada M7T 1J6 www.leasewall.com

Notice



Premises: 14582 Olympic Dr, Unit ADate: August 8, 2021

16. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

17. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Condo MfgsTenant: Tom Daley48 Village Way PMD 1513721 Oak Dr21 Lakewood, MN 55244Chandeleur, LA 70542

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgment of notice; or (iii) 5 days after mailing notice to each location by first class mail, postage pre-paid.

18. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

19. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

20. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.B. Form 04)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assigns and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Realty World David R. Hughes & Associates Realty (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Selling Agent: Realty World David R. Hughes & Associates Realty (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials                      Tenant's Initials                      

CL REVISED 12/15 (PAGE 5 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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Premises: 14555 Olympic Dr. Unit ADate August 8, 2021

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Tom Ealey Date 8/8/21

(Print name) Tom Ealey  
Address 3721 Oak Dr City Clearlake State CA Zip 95422-8785

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees incurred in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
Guarantor \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement) Cornell Mahert  
Address PMB 151 45 Village Way City Clearlake State WA Zip 98365

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) David R Hughes & Associates Realty DRE Lic. # 01411841  
By (Agent) David R Hughes DRE Lic. # 00513382 Date 8/9/21

Address 14335 Lakeshore Dr City Clearlake State CA Zip 95422  
Telephone 707.894.8840 Fax 707.894.8842 E-mail drehughes@rediffmail.com

Real Estate Broker (Leasing Firm) David R Hughes & Associates Realty DRE Lic. # 01411841  
By (Agent) David R Hughes DRE Lic. # 00513382 Date 8/9/21

Address 14330 Lakeshore Drive P.O. Box 833 City CLEARLAKE State CA Zip 95422  
Telephone 707.894.8840 Fax 707.894.8842 E-mail drehughes@rediffmail.com

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