



550 Main Street
P. O. Box 470
Weed, CA 96094
(530) 938-5020
(530) 938-5096 (FAX)

PLANNING COMMISSION AGENDA REGULAR MEETING

Date of Meeting: December 18, 2024
Time of Meeting: 5:30 p.m.
Place of Meeting: Commission Chambers, 550 Main Street

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL:
- | | |
|--------------|-----------------|
| Chair | Martin Nicholas |
| Vice-Chair | Veronica Rivera |
| Commissioner | Derek Dewhurst |
| Commissioner | Brian Palmer |
| Commissioner | Vacant |

3. NON-AGENDA PUBLIC COMMENT

This is the time set aside for those wishing to address the Commission on matters that fall under the authority of the Commission and are not listed on this agenda. No action may be taken by the Commission except to set the matter presented for the next regular Commission meeting.

4. CONFLICTS OF INTEREST

If a member of the Commission has a conflict of interest on any item on this agenda, this is the time to declare it. The Commissioner will step from the dais at the time the matter comes under Commission consideration.

5. PUBLIC HEARING

PUBLIC HEARING PROTOCOL

1. The Mayor/Chair introduces the agenda item.
2. Staff Report is presented.
3. Public Hearing is opened.
 - a. Presentation by Project Proponent/Consultant
 - b. Testimony by Interested Parties.
 - c. Rebuttal by Project Proponent.
 - d. Staff Response.
4. Public Hearing is closed.
5. City Council/Commission Discussion of Project.
6. Action.

Planning Commission will hold public hearing(s) to consider the following:

- A. Conditional Use Permit including Signage, Architectural Review, and Tree Cutting Permit for an AMPM fueling station at 1886 Shastina Drive, Weed CA APN 060-552-230 and approve CEQA Exemption Section 15332 In-fill Development Project.
6. **APPROVAL OF MINUTES:** August 21, 2024
No formal motion is required to accept the minutes. If there are no corrections, the minutes stand approved as written.
7. **COMMISSIONER'S REPORTS**
Items presented here will be informational or for the purpose of inquiry and may result in subsequent action by staff to respond at this time or at a future meeting.
8. **STAFF REPORTS**
9. **ADJOURNMENT**

Staff reports and/or other written documentation pertaining to the items on the agenda are on file in the Office of the City, Clerk and are available for public inspection during normal weekday business hours. Information may be obtained by calling (530) 938-5020. City Council Minutes and Agendas may also be available on the City's website: <http://www.ci.weed.ca.us>. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 550 Main Street during normal business hours, or on the City's website at www.ci.weed.ca.us.



CITY OF WEED
PLANNING COMMISSION
Staff Report

MEETING DATE: December 18, 2024

REQUEST: Request to construct an AM/PM fueling station and quick-serve restaurant with drive-through

LOCATION: 1886 Shastina Drive, Weed, CA 96094
APN: 060-552-230

APPLICANT: 5 North Weed LLC
PO Box 97
Weed, CA 96094

PROPERTY OWNER: Margaret A Dean
PO Box 97
Weed, CA 96094

RECOMMENDATION

"I move that the Planning Commission find that the proposed project is exempt from CEQA per CEQA Guidelines Section 15332 and approve a Conditional Use Permit for an AM/PM fueling station at 1886 Shastina Drive, Weed, CA 96094, APN: 060-552-230, subject to conditions of approval."

PROJECT/AREA DESCRIPTION

General Plan Designation: Commercial
Zoning Designation: C-2, General Commercial
Property Size: 1.2 Acre (approx.)

See Figure 1 and Figure 2 for the project site zoning and General Plan land use designations.

PROPOSED PROJECT

The proposed project is a request for a conditional use permit (CUP) to allow a 3,488 square foot Arco AM/PM with 6 double-sided fueling stations under a canopy and a 2,100

square foot quick serve restaurant (QSR) with drive-through on approximately 1.2 acres at 1886 Shastina Drive. The proposed project would also include a 100-foot illuminated double-face center poll sign and a 47 square foot sign illuminated double-face modular monument. The proposed project would also include underground storage tanks (UST) which would be located near the southern portion of the project site. Figure 3 shows the conceptual site plan for the proposed project. The ARCO AM/PM gas station would operate 24/7 and provide continuous service, while the QSR would limit operation hours. The ARCO AM/PM would include a total of six employees, two employees per shift for each of the three daily shifts. Staffing for the QSR would be managed separately by the tenant, with staffing needs generally ranging from six to 10 employees depending on the specific operations. As shown in the aerial photograph of Figure 4 the site is vacant and paved.

Circulation and Parking

The proposed project would involve the construction of three new driveways: two bidirectional driveways on Shastina Drive and one egress-only driveway on Black Butte Drive. Vehicle traffic for fueling would circulate in a circular pattern around the site. Vehicles using the drive-thru would enter from the northeast side of the lot and proceed toward the Black Butte Drive driveway on the northern edge of the project site. The Black Butte Drive driveway would accommodate the drive-thru for the QSR. The project would also provide 33 parking spaces: six for the convenience store, 15 for the QSR, and 12 for fueling vehicles. Refer to Figure 3 for the circulation and parking layout of the proposed project.

Figure 1 Zoning



Figure 2 General Plan Land Use Designation

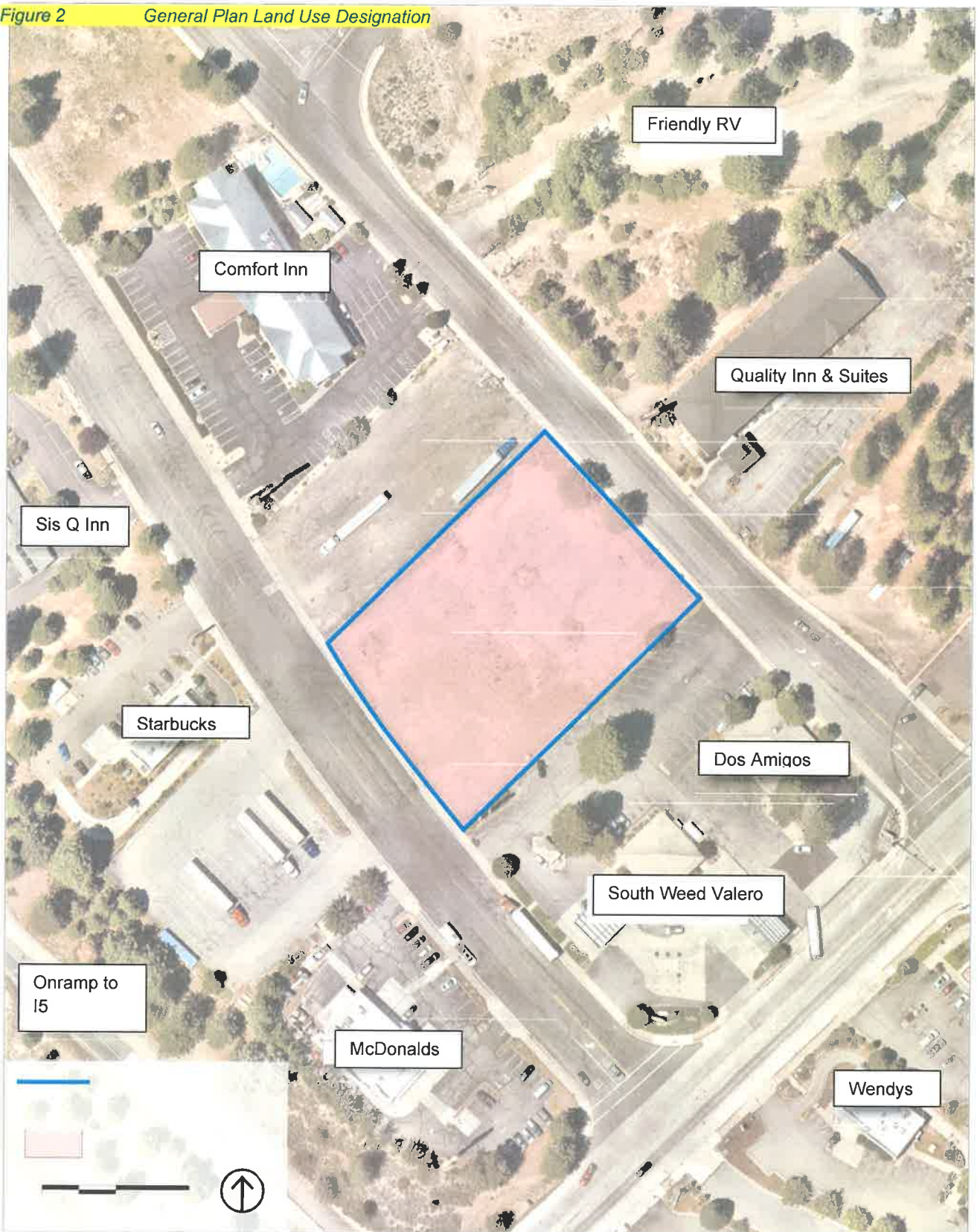
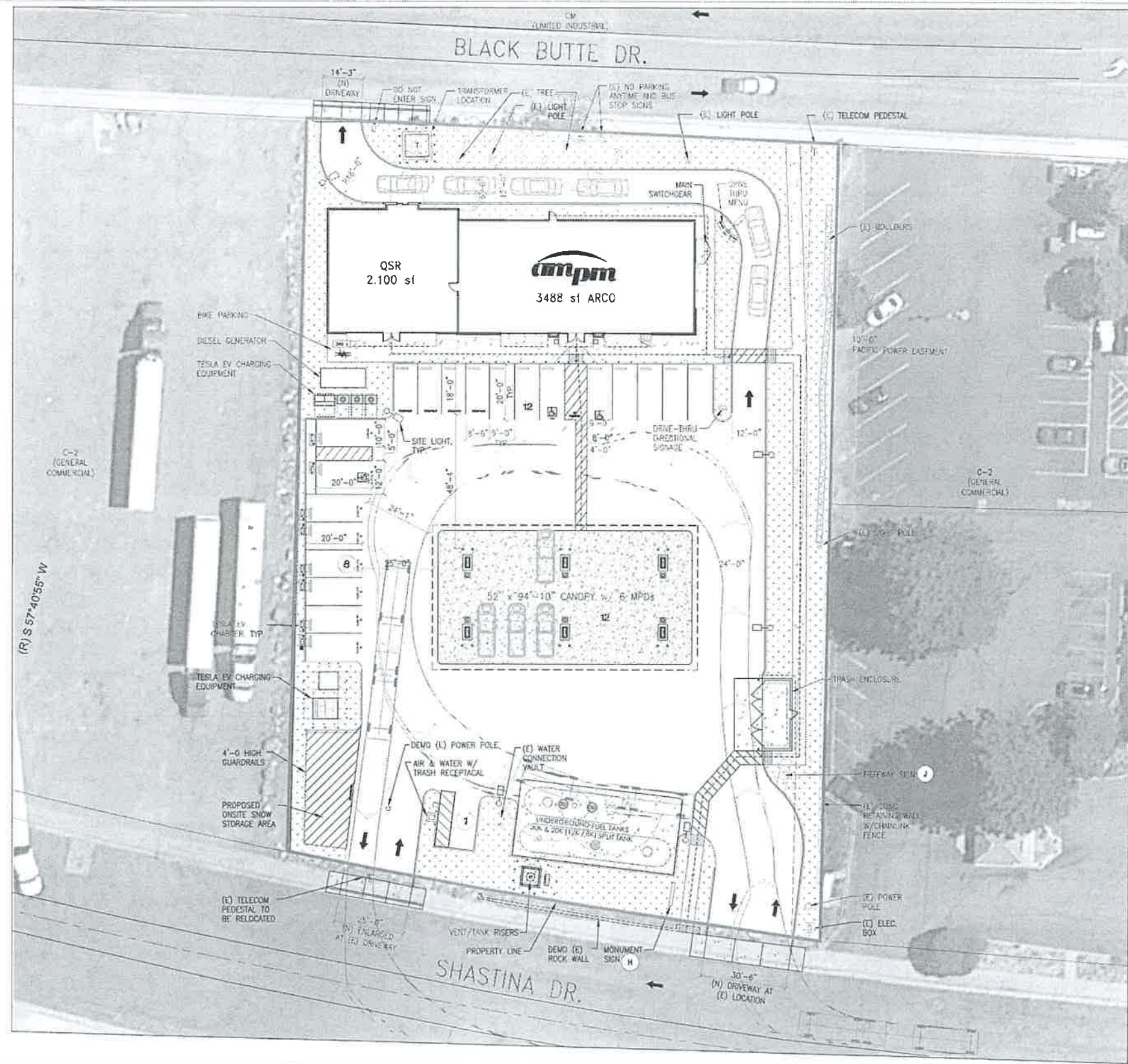
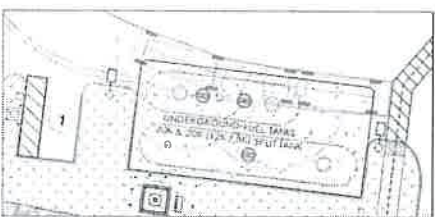


Figure 3 Conceptual Site Plan



DRAWING INDEX

- A1 SITE PLAN
- A2 FLOOR PLAN
- A3 EXTERIOR ELEVATIONS
- A4 EXTERIOR ELEVATIONS
- A5 FUEL CANOPY ELEVATIONS
- A6 TRASH ENCLOSURE ELEVATIONS & SIGN PACKAGE



65' Fuel Tanker	
Overall Length	64.63ft
Overall Width	8.500ft
Overall Body Height	1.488ft
Min Body Ground Clearance	1.487ft
Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	36.00°

SITE LEGEND

- New Concrete Sidewalk/Paving
- New Landscape
- Project Boundary



2 AREA MAP



3 VICINITY MAP

PROJECT DATA

LOCATION:	1806 SHASTINA DR.
	WEED, CA
CURRENT ZONING:	C-2 (GENERAL COMMERCIAL)
APN:	060-552-250
TOTAL LOT AREA:	1.210 ACRES
PROJECT PARCEL AREA:	152,797 SF
BUILDING COVERAGE AREA:	+5,866 SF
(QSR & C-STORE 5,588, TRASH ENCLOSURE 278)	
BUILDING COVERAGE PERCENTAGE:	10%
PARKING REQUIRED:	41 SPACES
C-STORE (1/200 SF) X 3,488 SF	= 17.4 SPACES
QSR (1/35 SF) X 400 SF (SFAFING SF ESTIMATE)	= 22.8 SPACES
TOTAL:	= 40.2 SPACES
RECYCLED PARKING REQUIRED:	5 SPACES
(1/1000 SF) X 500 SF	= 5 SPACES



Source: CSHQA 2024.

Figure 3
Conceptual Site Plan

Figure 4 Aerial Photograph



ANALYSIS

Food-Handling Establishments

The proposed project includes a 2,100-square-foot QSR. Chapter 8.04, Food Handling Establishments, of the City's Municipal Code, establishes regulations for the operation of food establishments within the City. The chapter states that all food-handling businesses such as the QSR, must obtain a valid certificate from the county health officer to operate legally. The chapter also outlines requirements for certificate issuance, including compliance with state laws and regulations, employee health screenings, and regular inspections.

In accordance with these requirements, the proposed project would need to secure certification from the county health officer before beginning operations. The QSR would be required to implement and maintain compliance with all relevant state laws and regulations, ensure that employee health screenings are conducted, and cooperate with regular inspections by the appropriate health authorities.

Parking

As outlined in Chapter 18.48, Parking and Loading Requirements, of the City's Municipal Code, establishments that dispense food or refreshments must provide one parking space for every 35 square feet of seating area (in cases where there are no fixed seats), in addition to one parking space for each employee on the largest shift. For retail establishments, the requirement is one parking space for every 200 square feet of building floor area, plus one parking space for every two employees, whichever is greater. There are no parking requirements for fueling stations as specified by the City's Municipal Code. The proposed project would therefore require 17.4 parking spaces¹ for the convenience store and 22.9 parking spaces² for the QSR for a total of 41 parking spaces.

However, the proposed project would provide 33 parking spaces: six for the convenience store and 15 for the QSR. This reduction in parking is based on design revisions that aim to address site circulation and aesthetics. Specifically, the northside parking area parallel to Black Butte Drive created conflicts with the drive aisles and the drive-thru exit from the QSR. To mitigate these issues, the building is proposed to be moved closer to Black Butte Drive, eliminating the parking spaces and drive aisles in that area. Additionally, the trash enclosures would be relocated to the interior of the property. Since this area is not highly visible and the design change addresses both functional and aesthetic concerns, staff supports a reduction of parking spaces as part of the CUP.

¹ 3488 square feet for the AMPM divide by 200 square feet = 17.4

² Seating estimate of 800 square feet divide by 35 square feet = 22.9

Signs

The proposed free-standing signs would be on the same parcel as the Arco AM/PM and QSR business in the south and southwest portion of the property as seen in Figure 3.

As part of the conditions of approval, as stated in Section 18.24.236a of the City's Municipal Code, all signs shall be maintained in good repair, in a safe condition, and shall have a neat appearance. If any materials from the free-standing sign become detached and constitute a danger to the public, the property owner and sign owner are responsible for promptly repairing the sign or removing the materials. Additionally, the property owner and sign owner would be held responsible for cleaning up any debris resulting from the failure of the sign as stated in Section 18.24.236b of the City's Municipal Code.

With these provisions in place, Staff believes the proposed project at this location would not significantly disrupt the surrounding area.

Hazards

The proposed project consists of the construction of a gas station and (Underground Storage Tanks) UST's a QSR, and a convenience store. Operation of the gas station requires routine delivery and storage of hazardous materials (gasoline and diesel fuel). Any handling, transporting, use, or disposal would comply with all applicable, Federal, State and local agencies and regulations, including the U.S. Environmental Protection Agency (EPA); the California Department of Transportation (DOT), The California Department of Toxic Substance Control (DTSC); the California Department of Industrial Relations; the Resource of Conservation and Recovery Act (RCRA); and the City of Weed Fire Department.

The USTs would store gas and diesel fuel on the project site. Permitting for the USTs would be obtained from the Siskiyou County Department of Environmental Health. The County's UST program and annual inspections ensure the equipment and installation of equipment conforms to all applicable Federal, State, and local guidelines. The gas station would be subject to routine inspection by Federal, State, and local regulatory agencies with jurisdiction over fuel dispensing facilities. To remain in operation, it must comply with all applicable Federal, State, and local regulations, including but not limited to those provisions established by Section 2540.1, Gasoline Dispensing and Service Stations, of the California Occupational Safety and Health Regulations; Chapter 38, Liquefied Petroleum Gases, of the California Fire Code. USTs and associated piping are required to provide primary and secondary containment (double-walled) and to have EPA-approved leak detection equipment. Collectively, the routine inspections of the gas station, the USTs, and all associated fuel delivery, infrastructure along with the continued mandated compliance with all Federal, State, and local regulations would ensure that the proposed project is operated in a non-hazardous manner. In addition to the use and storage of operation, the proposed project would utilize hazardous materials found in typical commercial development e.g.,

cleaners, fertilizer, pesticides, etc. These materials would be utilized in accordance with all applicable rules and regulations. Therefore, impacts associated with handling, storing, and dispensing of hazardous material would be less than significant.

ENVIRONMENTAL REVIEW

The proposed project meets the criteria for an exemption from the California Environmental Quality Act Guidelines (CEQA) Section 15332. In-fill Development Projects:

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The project site is zoned as C-2 and its General Plan land use designation is Commercial. The proposed project, which seeks a conditional use permit to operate a service station on a C-2 zoned site, aligns with the zoning requirements and would be consistent with the C-2 zone district if approved. The proposed project would also support the City's General policies for the South Weed area such as Policy CI 1.8.1 which states to maintain the status of South Weed Boulevard as the primary truck route through the City; Policy ED 1.5.2 states the City shall prioritize infill commercial development along South Weed Boulevard west of I-5 and Policy LU 1.1.1 stated to promote a diverse mix of commercial services in the South Weed area.

- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The proposed project would be located on a 1.2-acre project site in the City of Weed surrounded by other urban uses.

- (c) The project site has no value, as habitat for endangered, rare, or threatened species.

The project site is surrounded by urban uses and has previously been disturbed; therefore it is unlikely to be suitable as a habitat for an endangered, rare, or threatened species.

- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The proposed project would be considered an infill development project in an urban setting which would not likely result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

The project site would be an infill development project in an urban setting with existing utility and public service connections. Any required infrastructure connections would be addressed as part of the development process to ensure continued compliance with all service and utility standards.

FINDINGS

Section 18.32.040 of the Weed Municipal Code requires that the Planning Commission make the following findings to approve a Use Permit.

1. The proposed use is allowed with a use permit within the applicable zoning district and complies with all applicable provisions of this development code.

The project site is zoned C-2, General Commercial, which allows service stations with a use permit. As discussed above, the proposed project would comply with all relevant development codes, subject to the conditions of approval outlined below, including requirements for its operation as a food-handling establishment, gas franchise, and adherence to parking approvals and signage standards..

2. The proposed use is consistent with the general plan and any applicable specific plan.

The project site is designated as Commercial on the Land Use Map of the City of Weed General Plan. Policy LU 1.1.1 states that the City will "Promote a diverse mix of commercial development in Angel Valley, Creekside Village, Historic Downtown, North/South Weed Corridor, Bel Air, and South Weed." The proposed project in South Weed provides gas, convenience goods, and food for the traveling public in the South Weed area of the city. The proposed project is not located within a Specific Plan.

3. That the establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use.

The sale of gas, convenience goods, and food from the site is consistent with the other uses in South Weed that are specifically designed to meet the needs of the traveling public. While the gas station would handle hazardous materials, such as

gasoline and diesel fuel, it would comply with all applicable Federal, State, and local regulations including the use of double-walled containment and EPA-approved leak detection systems to ensure safety. The conditions of approval would ensure that any impacts are contained within the project site and would not affect the neighborhood. Compliance with hazard regulations, Weed municipal code, and the conditions of approval included in this staff report, would ensure the health and safety of the community from the proposed project.

4. That the proposed project will not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city.

The proposed project proposes to transform a currently vacant site into a commercial space, aligning with the surrounding commercial development. This development is consistent with both the area's existing use patterns and the City's broader land use plans.

5. Application for use permits shall be made in writing by the owners of the property, lessee, purchaser in escrow, or optionee with the consent of the owners.

The application materials include written permission from the property owner.

CONDITIONS OF APPROVAL

Staff's recommended conditions of approval for the proposed project are included in the attachments to this report.

PUBLIC HEARING NOTICE

Legal Notice for this item were sent to all property owners within a 300-foot radius of the project site as required by Chapter 16.48 of the Municipal Code and California State Law §65091(a)3.

ALTERNATIVE PLANNING COMMISSION ACTIONS

- Approve the Conditional Use Permit with attached or alternate conditions.
- Deny the Conditional Use Permit
- Continue the item to a future meeting.

ATTACHMENTS:

- A. Application Materials

Conditional Use Permit for
AM/PM fueling station and quick-serve restaurant with drive-through
Conditions of Approval
APN: 060-552-230

1. The project shall be constructed consistent with plans reviewed by the Planning Commission on December 18, 2024, including modifications made by the Commission following the duly noticed public hearing.
2. The property owner must obtain a valid certificate from the county health officer to operate legally (§ 8.04.020)
3. The property owner and sign owner are responsible for maintaining the free-standing sign in good repair, in a safe condition, and shall have a neat appearance. If any materials from the free-standing sign become detached and constitute a danger to the public, the property owner and sign owner are responsible for promptly repairing the sign or removing the materials. (§ 18.24.236)
4. The property owner and sign owner are responsible for cleaning up any debris resulting from the failure of the sign. (§ 18.24.236)



CITY OF WEED

NOTICE OF EXEMPTION

TO BE SENT TO:

- ☒ County of Siskiyou County Clerk
311 Fourth Street, Room 201
Yreka, CA 96097
- ☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Weed
P.O. Box 470
Weed, CA 96094
(530) 938-5020
Contact: Sandra Duchi, City Clerk
sandra.duchi@ci.weed.ca.us

PROJECT APPLICANT/SPONSOR: 5 North Weed LLC
PROJECT LOCATION: 1886 Shastina Drive, Weed, CA 96094
APN(s): 060-552-230
PROJECT DESCRIPTION: Arco AM/PM Fueling Station

This is to advise that the Planning Commission of the City of Weed as Lead Agency, on December 18, 2024, approved the above-described project to grant a conditional use permit for an 3,488 sq ft Arco AM/PM with 6 double-sided fueling stations under a canopy and a 2,100 sq ft quick serve restaurant with drive-through; and determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial (Sec. 21080(b)(1); Sec. 15268)
- Declared Emergency (Sec. 21080(b)(3); Sec. 15269(a))
- Statutory Exemption
- ✓ **General Rule /** **Class 32, In-Fill Development Projects 15332**
Categorical Exemption
- Other: (Sec. .

REASONS TO SUPPORT EXEMPTION FINDINGS: The project site is zoned as C-2 and its General Plan land use designation is Commercial. The proposed project, which seeks a conditional use permit to operate a service station on a C-2 zoned site, aligns with the zoning requirements and would be consistent with the C-2 zone district if approved. The proposed project would also support the City's General policies for the South Weed area such as Policy CI 1.8.1 which states to maintain the status of South Weed Boulevard as the primary truck route through the City; Policy ED 1.5.2 states the City shall prioritize infill commercial development along South Weed Boulevard west of I-5 and Policy LU 1.1.1 stated to promote a diverse mix of commercial services in the South Weed area.

LEAD AGENCY CONTACT: Sandra Duchi, City Clerk **PHONE NUMBER:** (530) 938-5020

Mark Teague, AICP, Planning Director

Date

Quality gas. Trusted for over 100 years.



CANOPY SITE INFO

JOBBER: Big Red Rooster Flow

ADDRESS: 1886 Shastina, Weed, CA 96094

SVB: ARCO078

PM: Ben Nank

DATE: 08.15.2024

REVISION #: JR1

DESIGNER: ERIC STARK

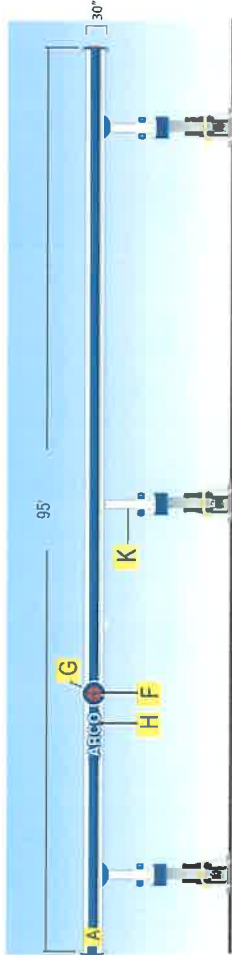


Approved By: _____

Sign off indicates that the above product has been permitted any municipalities involved. By signing this document, the product will be manufactured to these specifications.

This is an original concept drawing created by Big Red Rooster Flow, LLC. It is submitted for use in connection with the project being planned for you by BRRFlow. All or any part of this design (except registered trademarks) remains the property of BRRFlow. This drawing is not to scale. For all questions regarding the scope of the project, please contact Steve Garrity 847.232.7621 or The Brand Image Adviser, Debbie Petrauskas 630.544.4425 / Larry Rollins 708.495.5814

See Site Notes page for specific paint codes and contact info. *NEW TO INDUSTRY*



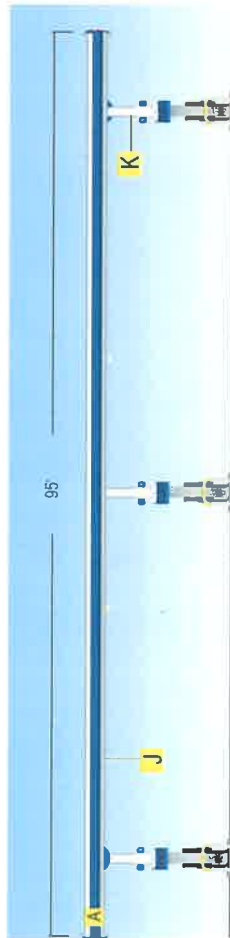
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(NEW CANOPY)

FRONT ELEVATION



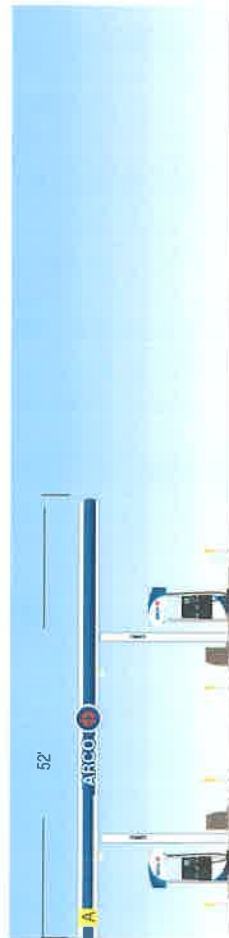
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(NEW CANOPY)

LEFT ELEVATION



NO IMAGE AVAILABLE
(NEW CANOPY)

BACK ELEVATION



NO IMAGE AVAILABLE
(NEW CANOPY)

RIGHT ELEVATION

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- A** ☐ Install Pearl ACM with pre-applied Bullnose Decal and Blue LED Light Bar
 - ☐ 15" (If fascia height is >24" and <36")
 - ☐ 21" (If fascia height is >36")
- B** ☐ Install 3D Bullnose Decal & Blue LED Light Bar
 - ☐ 15" (If fascia height is >24" and <36")
 - ☐ 21" (If fascia height is >36")
- C** ☐ Install 3D Bullnose Decal without Light Bar
 - ☐ 15" (If fascia height is >24" and <36")
 - ☐ 21" (If fascia height is >36")
- D** ☐ Install Pearl ACM
- E** ☐ Paint Fascia
- F** ☐ Install Illuminated Spark (Qty: 3)
 - ☐ 18"
 - ☐ 24"
 - ☐ 30" (Restricted)
 - ☐ 36"
- G** ☐ Install ARCO Arc behind each Spark (Not required if fascia is >40")
- H** ☐ Install ARCO Channel letters (Qty: 2)
 - ☐ 15" (If fascia height is >18" and <23")
 - ☐ 20" (If fascia height is >23")
- I** ☐ Paint canopy columns Pearl (c.01)
- J** ☐ Canopy Decking (under-canopy) to be painted High Hiding White
- K** ☐ Fuel Position Flag 10'-6" from the ground
- L** ☐ Canopy Clearance Sign

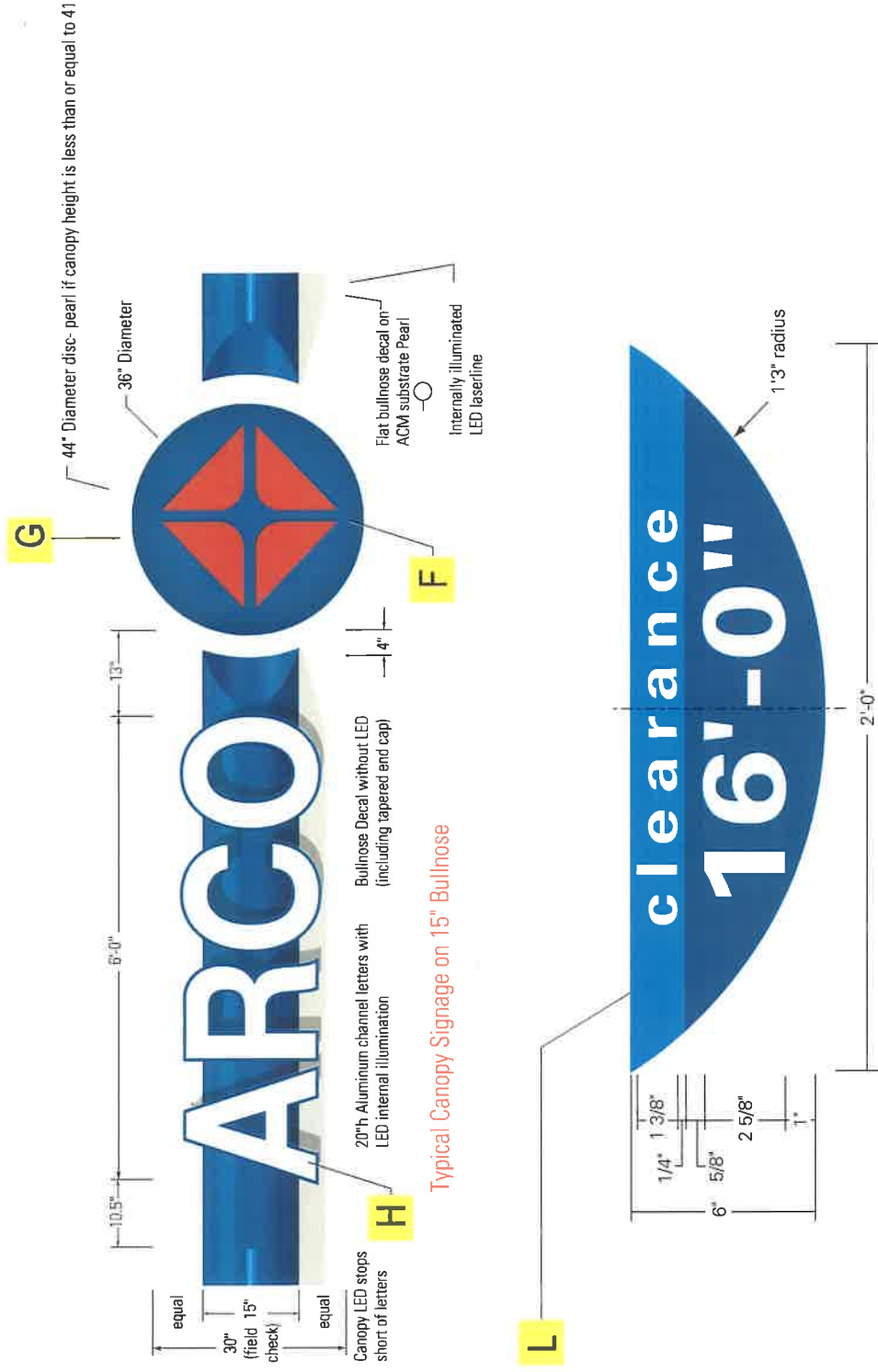
NOTES

MAP



Signoff indicator that the above product has been permitted with any municipalities involved by signing this document, the signoff will be manufactured to these specifications.





*Above shows an example of how the clearance sign should look. It is up to the installer to apply decal that shows the correct height of the specific canopy.



No Image Available

Front Elevation



No Image Available

Left Elevation



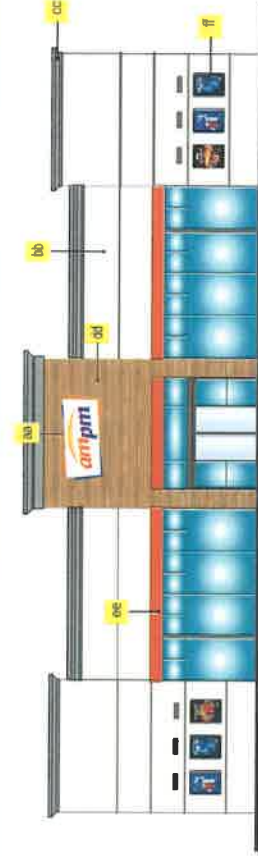
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Back Elevation

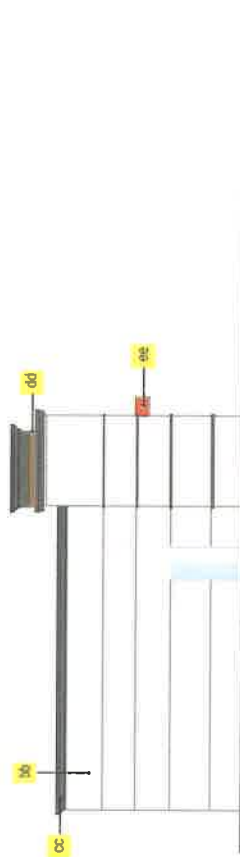


No Image Available

Right Elevation



Front Elevation



Left Elevation



Back Elevation



Right Elevation

See Site Notes page for specific paint codes and contact info.

New to Industry

aa ☒ Install amp pm building sign: (Qty: 2)☐ 88.25" x 39" Illuminated AMPM Sign (Small)☐ 113" x 50" Illuminated AMPM Sign (Medium)☒ 147" x 65" Illuminated AMPM Sign (Large)

bb Exterior Building Walls

☐ to be painted White Opulence ☐ to be kept natural ☒ NTI

cc Exterior Tower Walls

☐ to be painted Pewter High Gloss ☐ to be kept natural ☒ NTI

dd Building Fascia

☒ Install new woodgrain ACM ☐ Paint Fascia ☐ Install Vinyl

ee Orange Stripe

☒ Install new Orange ACM ☐ Paint gutters orange (PMS 166)ff ☒ Install POS Wall Frames (Qty: 6)

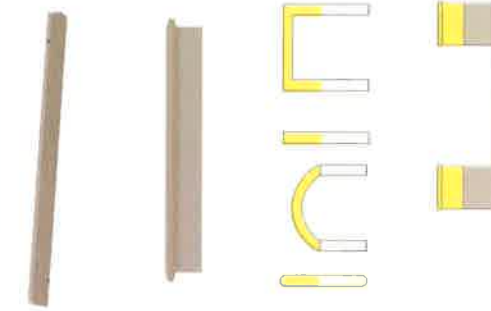
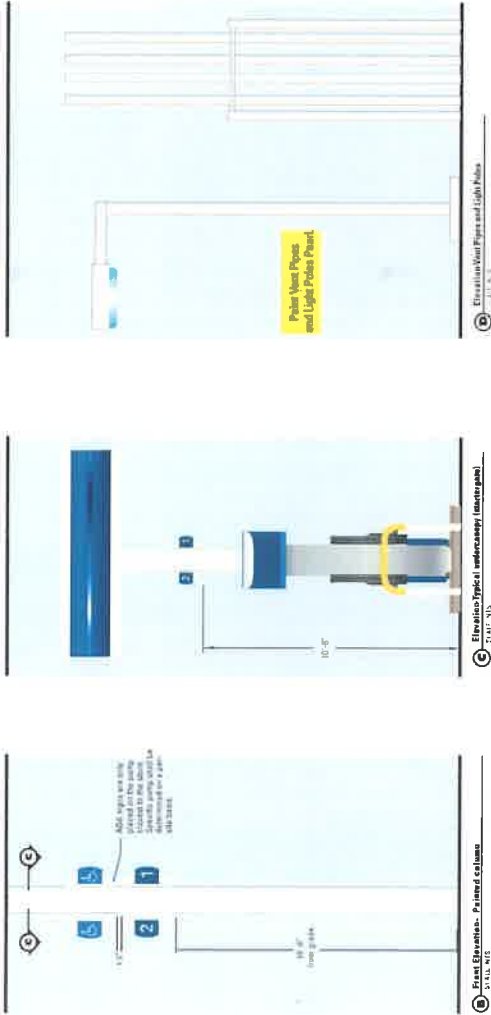
FASCIA DETAIL



NOTES

This is a conceptual drawing only. Big Red Rooster Flow, LLC, is not responsible for any construction with the proposed building plan. For any part of this design, (except regulated trademarks) remain the property of Big Red Rooster Flow. This drawing is not to be used for construction. For all questions regarding the scope of this project, please contact Steve Garity (857.222.7029) or The Shindler Group (857.222.7029).



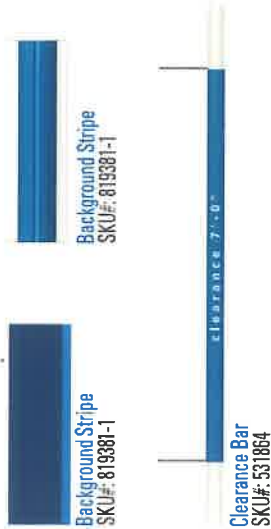


Existing painted curbs need to be painted **Warm Grey (c.12)**. If curbing is unpainted, they may remain unpainted.

Existing painted islands need to be painted **Warm Grey (c.12)**. If islands are unpainted, they may remain unpainted.

Paint Bollards TOP 1/3 **Yellow (c.03)**; BOTTOM 2/3 **Pearl (c.01)**. If bollards are stainless steel, they do not need to be painted.

Curbs with integrated bollard are to be painted **Warm Grey (c.02)**. TOP 1/3 of integrated bollard to be painted **Yellow (c.03)**.



Background Stripe
SKU#: 819381-1



Clearance Bar
SKU#: 531864



Waste Container
Monterey Cliff

Cigarette Disposer
Monterey Cliff
SKU#: 800232-A

All in One - Side View / Front View
Monterey Cliff



Notes

For all questions regarding here to locate paints, contact your local Benjamin Moore, Sherwin Williams, or ICI Paints.

Benjamin Moore
877-626-5676
www.benjaminmoore.com

Sherwin Williams
847-330-6262
www.sherwin-williams.com

ICI (now operated by Glidden)
888-615-8169 Opt. 2
www.gliddenprofessional.com

Anchor Paint
405-831-9446
www.anchorpaint.com

	WOOD PLASTIC LAMINATE CABINET DOORS	Formica #9484-NG Oxidized Beamwood Natural Grain		PAINT FOR FOUNTAIN AREA - Semi-Gloss finish - Benjamin Moore, 2049-50, "Spectra Blue"		PEARL - Benjamin Moore, OC-8, "Elephant Tusk" - P28 DTM (Gallon)
	COUNTER TOP FOR COFFEE, HOT FOOD AND CASHIER	Formica #757 Luna Sand Solid Surface Material		PAINT FOR HOT FOOD RETURN WALL - Semi-Gloss finish - Benjamin Moore, 2019-30, "Sunflower"		WARM GREY - Benjamin Moore, 2137-40, "Desert Twilight" - P28 DTM (Gallon)
	COUNTER TOP FOR FOUNTAIN AREA	Stainless Steel		PAINT FOR COOLER AREA - Eggshell finish - Benjamin Moore, 768, "Atlantis Blue"		YELLOW - Benjamin Moore, 2022-10, "Yellow" - P28 DTM (Gallon)
	FLOOR TILE FOR SALES AREA	Porcelain Tile - Daltile - Portfolio PF08 Chocolate 12" x24" Grout - Custom Building Products #540 Truffle		PAINT FOR RESTROOM INTERIOR - Semi-Gloss finish - Benjamin Moore, PM-28, "Linen White"		HIGH MIDS WHITE - Benjamin Moore, 2123-70, "Ice Mist" - P28 DTM (Gallon)
	FLOOR TILE FOR BACKROOM AND OFFICE	Quarry Tile - Daltile - Abrasive Grain Field Tile OO40 Red Base 6" x6" Grout - Custom Building Products #540 Truffle		PAINT FOR UPPER SLOTT - Eggshell finish - Benjamin Moore, 2132-60, "Metallic Silver"		AMERICAN YELLOW - Pantone PMS 7408
	WALL BASE FOR SALES AREA	Daltile - Portfolio Cove Base P36C3T PF08 Chocolate 6" x12" Grout - Custom Building Products #540 Truffle		PAINT FOR CABINETS - RAL 9005, "Jet Black"		AMERICAN ORANGE - Pantone PMS 166
	WALL BASE FOR BACKROOM AND OFFICE	Daltile - Quarry Cove Base Q-3585 OO40 Red Base 5" x8" Grout - Custom Building Products #540 Truffle		PAINT FOR FOUNTAIN AREA CABINETS - Metallic finish - RAL 9006, "White Aluminum"		AMERICAN PURPLE - Pantone PMS 266
	WALL BASE FOR RESTROOMS	Daltile - Portfolio Cove Base P36C3T PF11 "Noce" 6" x12" Grout - Custom Building Products #386 Oyster Gray		CEILING PAINT FOR SALES AREA AND CLEARSTORY WALLS/CEILING - Eggshell finish - Benjamin Moore, 2108-40, "Stardust"		AMERICAN BLUE - Pantone PMS 286
	WALL TILE FOR RESTROOMS	Daltile - PF11 "Noce" 12" x24" Grout - Custom Building Products #386 Oyster Gray		WALL PAINT - Satin finish - Benjamin Moore, 1077, "Great Plains Gold"		ARCO BLUE - Pantone PMS 288c
	WALL TILE FOR RESTROOMS	Daltile - PF13 "Season Blend" 12" x27" Sheet Grout - Custom Building Products #386 Oyster Gray		WALL PAINT - Satin finish - Benjamin Moore, 1030, "Brandy Cream"		ARCO MED. BLUE - Pantone PMS 301c
	WALL TILE FOR PREP AREA	Daltile Forest Park FP95 "Summitree" 6" x36" Grout - Custom Building Products #386 Oyster Gray		WALL PAINT - High Gloss finish - Benjamin Moore, 2121-30, "Pewter"		ARCO LT. BLUE - Pantone PMS 2935c
	WALL PAINT FOR SALES, BACKROOM AND OFFICE	- Benjamin Moore, 1079, "Bayshore Beige"		ALUMINUM COMPOSITE MATERIAL - Pantone PMS 166c, "Orange"		ARCO RED - Pantone PMS 485c
	WALL PAINT FOR DOORS/FRAMES	- Semi-Gloss finish - Benjamin Moore, 2121-70, "Chantilly Lace"		ALUMINUM COMPOSITE MATERIAL - Alucobond, "Rustic Walnut"		
	PAINT FOR COFFEE NICHE	- Semi-Gloss finish - Benjamin Moore, 2098-30, "Grandfather Clock Brown"		ADA/Handicap Blue - Benjamin Moore, P58-30, "Handicap Blue", Safety/Zone marking latex (as required)		

NIGHT ILLUMINATION VIEW SIDE A

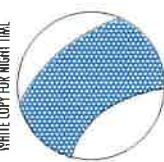
ARCO COPY
BLUE COPY FOR DAY TIME
WHITE COPY FOR NIGHT TIME

PRODUCT COPY
WHITE COPY ON GE

PRODUCT COPY
WHITE COPY ON GREEN TRANSLUCENT BACKGROUND

PRODUCT COPY
WHITE COPY ON BLUE OPAQUE BACKGROUND

MESSAGE COPY:
WHITE COPY ON BLUE OPAQUE BACKGROUND

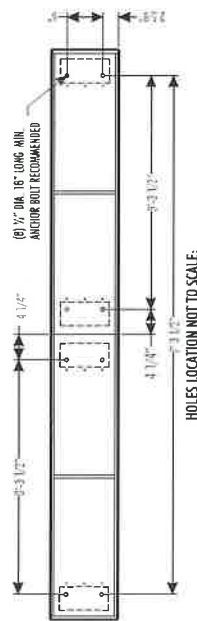


2" diesel #2

2" unleaded

2 1/4" CREDIT
2 3/4" gasoline

DETAIL A



HOLES LOCATION NOT TO SCALE.


CASH TO STREET

LEFT SIDE VIEW

FRONT VIEW

SIDE A

RIGHT SIDE VIEW

APPROVAL SIGNATURE

DATE _____

By signing, you are validating the dimensions and graphic provided to SignResource and/or you are handling your own installation

Place Note: Weights and Measures requirements vary by State, County and Municipality. It is the responsibility of the customer to confirm that these graphics are compliant with all local Regulations, Statutes and Ordinances. Compliance must be confirmed by the party obtaining the permit. SignResource is not liable for misrepresentation of local Weights and Measures requirements or any rule changes that may occur after the order has been placed.

If permitting and installation is provided by SignResource, we will make every effort to confirm the signage provided is compliant at the time of installation.

If permitting and installation is provided by SignResource, we will make every effort to confirm the signage provided is compliant at the time of installation.



SIDE B **CASH TO STREET** 

LED PART#

(12) 1COPWM06W1..SS,

(4) 1COPWM06G1-SS

PARTS LIST:		MATERIAL LIST	
ELEVATION		SECOND SURFACE DEFORMATION	
A	FLAT/RECT	1	118 POLYCARBONATE SPARK TOP CAP
B	PIUS 758R	2	1093 POLYCARBONATE PANELS/THROCAP
C	RED PWS 405		
D	PWS 2925		
E	PWS 344		
F	ASPHTE		
G	BLOCKOUT		
H	DRILL FOOT		

NOTE: WEIGHTS AND MEASURES

[illegible]

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

GENERAL NOTES

1 TOLERANCE (UNLESS NOTED)
 • GRAPHS = $\pm 1/8"$ • FACE SIZE = $1/16"$ - $1/4"$
 • CABINET $1/2$ - $1/8"$ • VENT DUCTING $3/8"$ - $1/16"$
 • ALL DIMS. UNLESS OTHERWISE NOTED

2 VENTING INSTANCES 25' TO 50' UNLESS NOTED OTHERWISE

3 THIS GUIDE CALLOUT INDICATES USE OF PLASTIC AIR SYSTEM

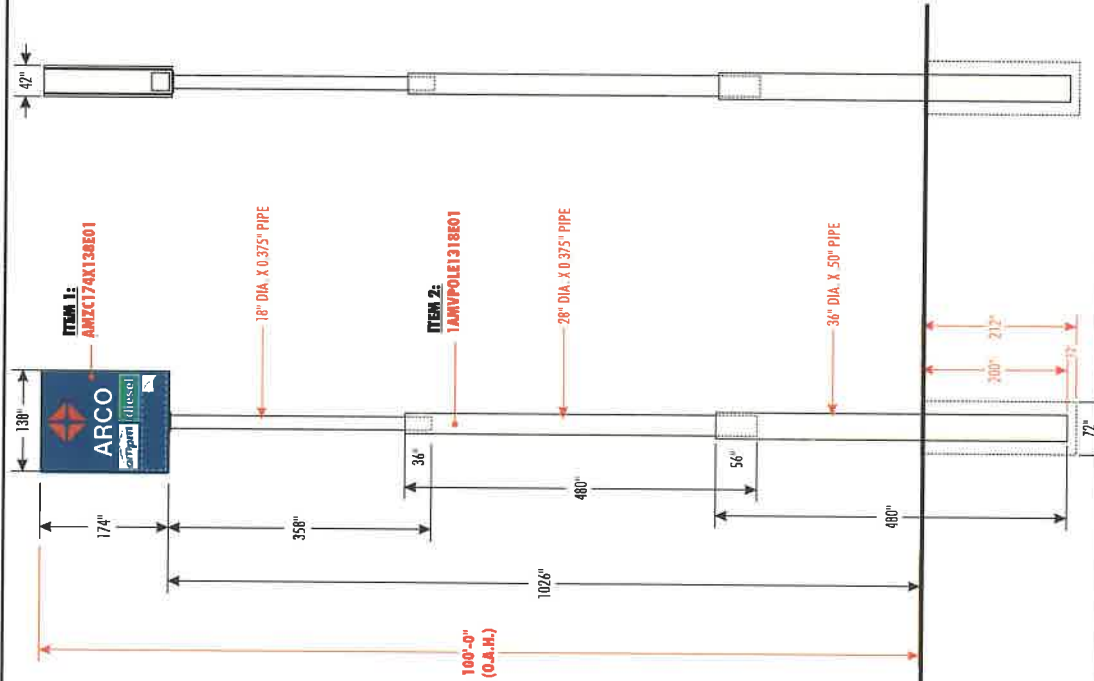
4 NO DOWNDRAFT OR MATERIAL SUBSTITUTION WITHOUT EOI

ARCO 47 SQ. FT. SIGN
ILLUMINATED DOUBLE FACE
MODULAR MONUMENT

392145	05/02/2024	05/02/2024
AM47LED7P-103	A	10F1
DOOR/HIE	DOOR/HIE	DOOR/HIE
ARCO	ARCO	ARCO
ARCO7B/WEED CA	ARCO7B/WEED CA	ARCO7B/WEED CA
392145	05/02/2024	05/02/2024
AM47LED7P-103	A	10F1
DOOR/HIE	DOOR/HIE	DOOR/HIE
ARCO	ARCO	ARCO
ARCO7B/WEED CA	ARCO7B/WEED CA	ARCO7B/WEED CA

NIGHT VIEW ILLUMINATION

NOTE: TO SHIPPED
IN SEPARATE PIECES



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SCALE: 1" = 165'

PARTS COMPONENT LIST:			
ITEM	PART NUMBER	DESCRIPTION	QTY
1	AMZC174X138E01	15' X 12' ILL D/F CENTER POLE SIGN	1
2	AMVFX186X150E01	16' X 13' ILL FLEX FACE	2
3	AMVFX186X150E01	VINYL COLOR SECTIONS	
4	1AMVPOLE1318E01	STEEL POLES	1 SET
5			
6			
7			



SignResource

REVISION HISTORY:

A	05/00/74	GP	0.0
INITIAL DRAWING RELEASE			
B	08/30/74	GP	0.0/0.05
UPDATE TO INCREASE CABINET HEIGHT			

GENERAL NOTES

- 1 TO 1/16" (UNLESS NOTED)
- GRAPHICS - 1/16" = 1" ALL SIZE + 1/16" - 3/4"
 - CABINET - 1/8" = 1" WITH OVERLAY 1/16" = 1/16"
 - ALL COPY LEVEL UNLESS NOTED OTHERWISE
 - VIEWING DISTANCE 25" TO UNLESS NOTED OTHERWISE
 - PMS COLOR CHARTS INDICATES USE OF SPOTCOLOR AND SYSTEMS
 - NO DEVIATION OF MATERIAL SUBSTITUTION WITHOUT PLAN
 - ALL ELECTRICAL TO COMPLY WITH ALL APPLICABLE

100'-0" O.A.H
ILLUMINATED DOUBLE
CENTER POLE SIGN

NAME	BOINCHE	LAST NAME	JIM, SANCHEZ
DATE			
TIME			
LOCATION		ARCO	
DESCRIPTION		ARCO078 / WEED, CA	
AMOUNT	392646	DATE	05/09/2024
AMOUNT	AMZC0002MM-KIT	DATE	B

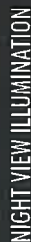
THIS IS A KIT PART ORDER

AMZC0002MM-KIT

NEXT PAGE

1 OF 6

392646



PRODUCT COPY
WHITE COPY ON GREEN TRANSLUCENT BACKGROUND



DECAL PRINT SPECIFICATION



Sign Resource

REVISION HISTORY:

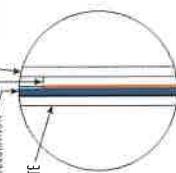
A	03/21/24	G.P.	D.O.
INITIAL DRAWING RELEASE			
B	08/30/24	G.P.	D.O.
UPDATE TO INCREASE CABINET HEIGHT			

UPDATE TO INCREASE CABINET HEIGHT

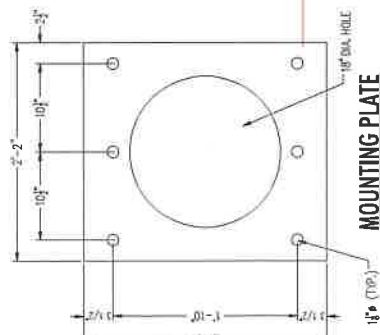
3M 1J3630-20 DIGITAL PRINT WHITE

3M CAST VINYL DECORATION —

M 3660M OVERLAMINATE



LAYERS SECTION VIEW (AMPM SIDE)



MOUNTING PLATE



FRONT VIEW

SIDE VIEW

Please Note: Weights and Measures requirements vary by State, County and Municipality. It is the responsibility of the customer to confirm that these graphics are compliant with all local Regulations, Statutes and Ordinances. SignResource is not liable for misinterpretation of local Weights and Measures requirements or any rule changes that may occur after the order has been placed. If permitting and installation is provided by SignResource, we will make every effort to confirm the signage provided is compliant at the time of installation.

By signing, you are validating the dimensions and graphic provided to SignResource and/or you are handling your own installation.

APPROVAL SIGNATURE

DOMINGUEZ

ABC

AKCO

ARCO078 / WEED.

797666

040777

AMZC174X138E01

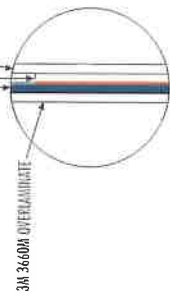
to be subject to human intervention, and that the system should be able to adapt to changes in the environment.

NOTE: 3M 3660M OVERLAMINATE OVER ENTIRE FLEXIBLE SUBSTRATE

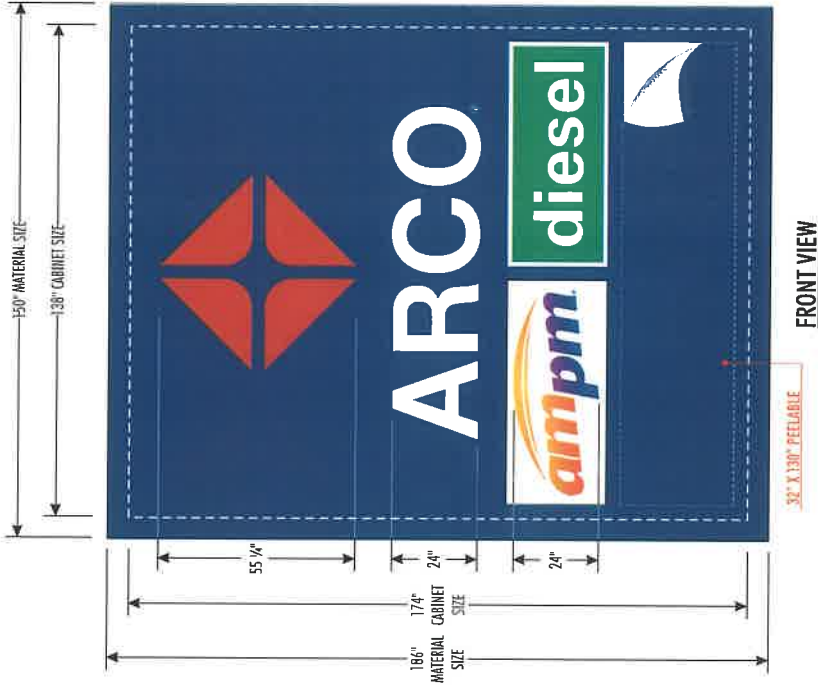


NIGHT VIEW ILLUMINATION

3M 13630-20 DIGITAL PRINT WHITE
3M CAST VINYL DECORATION
3M 3660M OVERLAMINATE



LAYERS SECTION VIEW (AMPM SIDE)



FRONT VIEW

ampm

DECAL PRINT SPECIFICATION
HP DESIGNJET L26500 PRINTER USING
792 HP LATEX DESIGNJET INKS

PRODUCT COPY
WHITE COPY ON GREEN TRANSLUCENT BACKGROUND

14" **diesel**

SR SignResource A SIGN SOURCE COMPANY	
REVISION HISTORY:	
A	03/21/24 INITIAL DRAWING RELEASE
B	08/30/24 UPDATE TO INCREASE CABINET HEIGHT
PARTS LIST:	
ITEM	DESCRIPTION
A	WHITE DECORATION
B	PMS 288C
C	PMS 485C
D	PEARL
E	DIGITAL PRINT
F	PMS 348C
MATERIAL LIST	
1	FLEXIBLE SUBSTRATE 300 PANAGRAPHICS III
2	3M 13630-20 DIGITAL PRINT WHITE
3	3M CAST VINYL OVERLAMINATE
4	ALUMINUM CABINET
FIRST SURFACE DECORATION	
SCALE: 1" = 34"	
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 690 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.	
GENERAL NOTES	
1. RELEASE (UNLESS NOTED) • PAPER: 14" X 14" X 1/16" - 1/8" • PANEL: 1/4" X 1/4" X 1/8" - 1/4" X 1/4" X 1/8" • ALL COPY LEVEL UNLESS NOTED OTHERWISE 2. VIEWING DISTANCE: 25' - 10.0' UNLESS NOTED OTHERWISE 3. THIS SIGN CALCULATED INDICATES USE OF SPARKLET AND SYSTEM 4. NO DOWNHILL OR ANTI-FALL SUBSTITUTION WITHOUT EEN 5. ALL ELECTRICAL WIRING TO BE COMPLY WITH NEC 408	
16' X 13' APPROX. FLEX FACE REPLACEMENT FACE	
DOUCHE JIM SANCHEZ ARCO	
ARCO078 / WEED, CA	
392646 05/09/2024	
AMYFX186X150E01 B	



DECAL PRINT SPECIFICATION
 HP DESIGNJET 126500 PRINTER USING
 792 HP LATEX DESIGNJET INKS



EXPLODED LAYERS VIEW

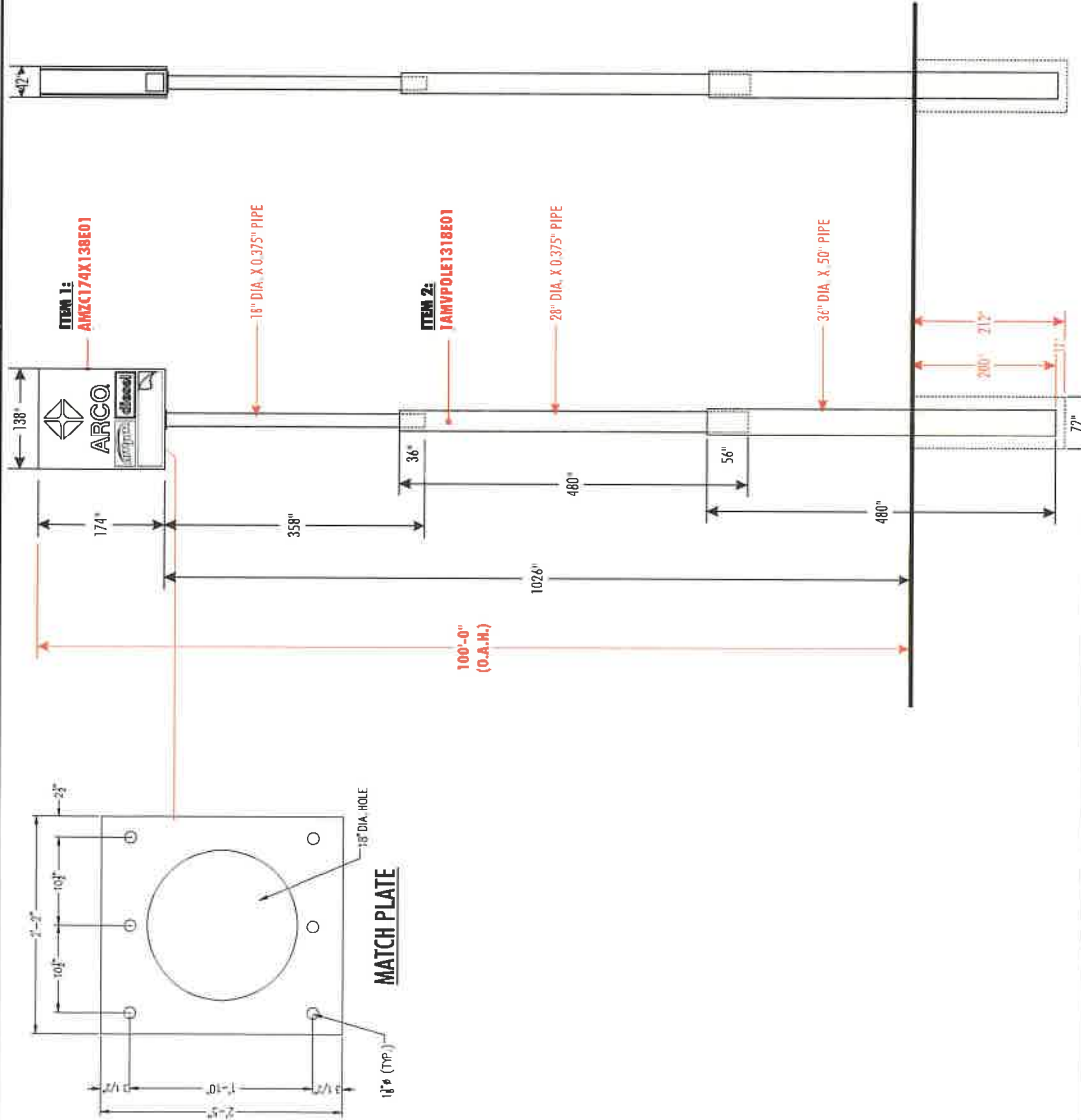
Please Note: Weights and Measures requirements vary by State, County and Municipality. It is the responsibility of the customer to confirm that these graphics are compliant with all local Regulations, Statutes and Ordinances. Compliance must be confirmed by the party obtaining the permit. SignResource is not liable for misinterpretation of local Weights and Measures requirements or any rule changes that may occur after the order has been placed. If permitting and installation is provided by SignResource, we will make every effort to confirm the signage provided is compliant at the time of installation.

APPROVAL SIGNATURE

By signing, you are validating the dimensions and graphic provided to SignResource and/or you are handling your own installation.

DATE	392646	DATE	05/05/2024
NAME	AMYFX186X150E01	NAME	AMYFX186X150E01
COMPANY	ARCO	COMPANY	ARCO
ADDRESS	ARCO078 / WEED, CA	ADDRESS	ARCO078 / WEED, CA
PHONE		PHONE	
EMAIL		EMAIL	
URL		URL	

THIS FOR ESTIMATING PURPOSE ONLY
AND ACTUAL SHOULD BE COMPLETED
BY A LINCENSED ENGINEER.



SCALE: 1" = 165"

PARTS LIST:	
ITEM	DESCRIPTION
A	PEARL
B	
C	
D	
E	
F	
G	
H	
I	STEEL POLE PAINTED PEARL
J	

100' O.A.H APPROX.
STEEL POLE

DATE	3/2/24
BY	JM. SANCHEZ
FOR	ARC0
PROJECT	ARC0078 / WEED, CA
SCALE	3/2/24
PROJECT	392646
PROJECT	1AMVPOLE1318E01
PROJECT	B

APPROVAL SIGNATURE

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THIS IS A KIT PART ORDER

AMZC0002MM-KIT

1AMVPOLE1318E01

5 OF 6

392646



CITY OF WEED
P. O. Box 470, Weed, CA 96097
530.938.5020 530.938.5096 (FAX)

APN _____

PROJECT NO. _____

Conditional Use Permit Application
(Print or Type in Black Ink Only)

- | | |
|--|---|
| ☐ Conditional Use Permit \$150 | ☐ Special Animal Permit \$25 |
| ☐ Architectural Review / Design \$100 | ☐ Second Dwelling Unit \$150 |
| ☐ Subdivision (4 or Less) \$200* | ☐ Boundary / Lot Line Adjustment \$100 |
| ☐ Subdivision (5 or More) \$500* | ☐ Variance \$150 |
| ☐ Zone Amendment \$160 | ☐ Tree Cutting Permit – Residential \$25 / Commercial \$75 / Home Firewood \$0 |
| ☐ General Plan Amendment \$500 | ☐ If not listed, check with Planner for fees and description |
| ☐ Home Occupation Permit \$75 | |
| ☐ Sign \$75 | |

In addition to the above fees, applicants shall be required to reimburse the City of Weed for any additional costs of issuing permit, including but not limited to, extraordinary fees for legal counsel and/or consultant costs.

* Engineering and planning consultant fees are assessed on a per hour basis. An initial fee, based on an estimated number of hours for the individual project will be determined at the start of the project, and must be paid by the applicant in addition to the application fee prior to commencement of the application process.

USE PERMIT APPLICATION

OWNER AND REPRESENTATIVE

Applicant: Name 5 NORTH WEED LLC
Address 1886 SHASTINA DR WEED CA 96097
Phone 916-883-9084

Landowner: Name PARMINDER KAUR
Address: 8858 LATIGO CT ROSEVILLE CA 95747
Phone Number: 916-883-9084

Representative: Name _____
Address: _____
Phone Number: _____

DESCRIBE IN DETAIL YOUR PROPOSED PROJECT
(INCLUDING ALL PROPOSED USES)

1,460 SF GASR WITH DRIVE THRU
3,488 SF AMPM C STORE
6 MPD'S FUEL CANDY ARCO GAS

LOCATION:

Township _____, Range _____, Section(s) _____

Zoning: COMMERCIAL-1 Deed Reference: _____

Total Acreage: 1.21

List of Assessor's Parcel Numbers of Properties on which this Use Permit is proposed.

AP #	Owner	Address
060-552-230	ARMINDER KAUR	1886 SHASTINA DR WEED CA
_____	_____	_____
_____	_____	_____

ATTACH A COPY OF YOUR GRANT DEED WITH THIS APPLICATION

PROPERTY FOR WHICH THE USE PERMIT IS BEING REQUESTED

1.21 Acres _____ Square Feet

ACCESS TO THE PROPERTY: (show access on the map)

☒ City Street SHASTING DR (Name)

☐ State Highway _____ (Name)

☐ Recorded Private Road Easement Official Record No. _____

☐ Other _____

FLOOD WATER DRAINAGE CONTROL

Are there any natural or man-made water sources on the property?

☐ Yes ☒ No If yes show high water mark on the map.

IS THE PROPERTY SUBJECT TO SATURATION DUE TO:

☐ Yes	☒ No	Springs
☐ Yes	☒ No	Seeps
☐ Yes	☒ No	Irrigation Ditches
☐ Yes	☒ No	Surface Water
☐ Yes	☒ No	Other

If you answer yes to any of the above, show location on the map.

ARE THERE ANY BUILDINGS LOCATED ON THE PROPERTY:

☒ Yes, If the answer is yes, indicate location on map and label according to use.
☒ No

APPROXIMATE PERCENTAGE SLOPE OF PROPERTY

☒ 0-5% ☐ 5-10% ☐ 10-15% ☐ 15-20% ☐ 20-25%

☐ 25-35% ☐ over 30% (show direction and percentage on map)

DESCRIBE THE PRESENT USE BEING MADE OF THE PROPERTY

VACANT LAND WITH EXISTING RESTAURANT

DESCRIBE ANY GRADING AND/OR CONSTRUCTION THAT MUST BE DONE TO
ESTABLISH YOUR PROJECT FOR WHICH THIS USE PERMIT IS BEING REQUESTED

SITE ALREADY HAD AN EXISTING RESTAURANT
WILL BE REGRADED FOR NEW BUILDING
AND PARKING.

DO POWER AND TELEPHONE LINES EXIST TO THE PROPERTY

☒ Yes ☐ No If not, how far must each be extended?

Power: _____ Telephone: _____

ARE YOU PROPOSING TO DO ANY BURNING DURING THE ESTABLISHMENT OR
OPERATION OF YOUR PROJECT?

☐ Yes ☒ No

If yes, check with Air Pollution Control Office to verify that proposed burning operation
conforms to their rules. Burn Permit is required.

ATTACH PHOTOGRAPHS OF THE PROPERTY TAKEN FROM ALL DIRECTIONS
(north, south, east and west)

FILING FEES:

\$ 150.00 Make your check payable to the City of Weed.

****Your application will not be accepted by the Planning Department unless the appropriate filing fee accompanies it****

****If the project is approved other fees may include the following****

CEQA Document	Fees Effective January 1, 2018	Fees Effective January 1, 2019
Negative Declaration (ND)	\$2,280.75	\$2,354.75
Mitigated Negative Declaration (MND)	\$2,280.75	\$2,354.75
Environmental Impact Report (EIR)	\$3,168.00	\$3,271.00
Environmental Document pursuant to a Certified Regulatory Program (CRP)*	\$1,077.00	\$1,112.00

\$ 50.00 payable to the Siskiyou County Clerk.

****These fees are not paid until the City adopts the environmental determination and paid at the County Clerk's office upon filing****

PROPERTY OWNER SIGNATURE REQUIREMENTS:

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City. I hereby certify that I have read and fully understand all the information required in this application form. I certify that I have read and understand Chapter 18.32.020, 030, and 040 of the Weed Municipal Code; Use Permit.

Parminder Kaur

Signature of Owner(s)

8858 LATIGO CT

ROSEVILLE CA 95747
Address

10

RECORDING REQUESTED BY:

Mt. Shasta Title & Escrow Company

When Recorded Mail Document To:

Min Ho Yang and Myoung Hee Kim
351 1st Avenue
Lewiston, CA 96052



Siskiyou, County Recorder

Mike Mallory, Assessor-Recorder

DOC - 2017 - 0007663 - 00

Acct 2 - Mt Shasta Title and Escrow

Thursday, AUG 31, 2017 14:42:05

TII Pd \$69.00 Nbr-0000301071

R1X / C1 / 3-10

APN/Parcel ID(s): 060-552-230

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1/ SUBORDINATED SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS

NOTICE: THIS SUBORDINATED SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS CONTAINS A SUBORDINATION CLAUSE WHICH MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATED DEED OF TRUST (this "Deed of Trust"), made this 29th day of August, 2017, between Margaret A. Dean, Trustee of the Margaret A. Dean 1997 Revocable Living Trust ("Trustor"), whose address is 527 Heather Place, Weed, CA 96094, Min Ho Yang and Myoung Hee Kim (also known as Myoung Hee Yang), husband and wife (collectively, "Beneficiary"), whose address is 351 First Avenue, Lewiston, CA 96052, and Mt. Shasta Title & Escrow Company, a California corporation ("Trustee").

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Weed, County of Siskiyou, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF,

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph ten (10) of the provisions of the fictitious deed of trust incorporated herein by reference, below, and to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor incorporated by reference or contained herein;
2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00), executed by Trustor in favor of Beneficiary or order, and given as part of the purchase price of the property described above; and
3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that Provisions 1 through 14, inclusive, of the fictitious deed of trust recorded on October 23, 1961, in Book 468 at Page 181, of Official Records of Siskiyou County, California (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

SUBORDINATION: Trustor and Beneficiary agree as follows:

Subject to the following provisions and provided no unrescinded notice of default under the terms of this Deed of Trust then appears of record, this Deed of Trust shall, with no further action of the Beneficiary, be subordinate to the following:

SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

1. A deed of trust, to be hereafter executed by Trustor, or his or her successor in interest, covering the property, and to be recorded in the Office of the County Recorder of Siskiyou County, California, to secure a loan (hereafter called "construction loan") from a state or federal bank, life insurance company or correspondent thereof, federal or state savings and loan association, or other institutional lender regulated by federal or state authority (hereafter called "Construction Lender") for the purpose of constructing improvements on the property, provided:

(a) The total amount of the construction loan shall not exceed Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00);

(b) Any funds derived from the construction loan shall be used only for the construction on the property of a restaurant, motel, and/or other commercial or retail facilities, and to the extent permitted in this Deed of Trust, for the loan fees, interest, or other charges directly connected with the construction of the restaurant, motel, and/or other commercial or retail facilities;

(c) The construction loan securing the property shall not exceed Seventy percent (70%) of the anticipated value of the property after completion of the improvements for which the loan was obtained, as determined by the lender making the permanent loan on the property;

(d) No portion of the construction loan shall be used to pay loan fees, interest, or other charges not directly connected with the construction of the restaurant, motel, and/or other commercial or retail facilities on the portion of the property encumbered by the construction loan;

(e) The maximum loan fees and charges that may be deducted from the principal amount of the construction loan is Two percent (2%) of the principal amount of the construction loan.

(f) The construction loan shall not bear interest, exclusive of late charges, penalties, or fees payable in case of default, greater than Six and One Half percent (6.5%) per annum.

(g) The construction loan shall be all due and payable no later than three (3) years following the date of the construction loan.

(h) Additional payments may be made, without penalty, on the principal and accrued interest of the construction loan at any time before maturity.

(i) The proceeds of the construction loan shall be disbursed by the Construction Lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed on the property and presentation of vouchers signed by the Trustor or his or her successors in interest for the cost of work, labor, or materials actually performed or used in the construction of improvements on the property.

(j) A binding written commitment from an institutional lender to make a permanent loan on the property, further described below, shall be in place before the closing of the construction loan.

(k) The remaining terms and provisions of the construction loan shall be as required by the Construction Lender.

Within 10 days after receipt of a written request therefor from Trustor, Beneficiary shall execute a separate agreement of subordination, in form and substance acceptable to Trustor and the Construction Lender and otherwise in recordable form, in favor of the construction loan to which this Deed of Trust is hereby subordinated, and deliver the subordination agreement to the Construction Lender or Construction Lender's title company designated by Trustor. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust.

2. A deed of trust, to be hereafter executed by Trustor (or his or her successor in interest) on completion of the above-described restaurant, motel, and/or other commercial or retail facilities, covering the property as improved, and to be

SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

recorded in the Office of the County Recorder of Siskiyou County, to secure a permanent loan (hereafter called "permanent loan") from a state or federal bank, life insurance company or correspondent thereof, federal or state savings and loan association, or other institutional lender regulated by federal or state authority (hereafter called "Lender"), provided:

- (a) The proceeds of the permanent loan shall be used first to pay in full any construction loans on the property, and the property shall be reconveyed from any construction loan deed of trust to which this Deed of Trust is subject;
- (b) The total amount of the permanent loan shall not exceed Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00);
- (c) The total amount of the permanent loan shall not exceed Seventy percent (70%) of the value, as determined by the Lender making the permanent loan, of the property as improved by Trustor or his or her successor in interest;
- (d) The maximum loan fees and charges that may be deducted from the principal amount of the permanent loan is Two percent (2%) of the principal amount of the permanent loan.
- (e) The permanent loan shall not bear interest, exclusive of late charges, penalties, or fees payable in case of default, greater than Six and One Half percent (6.5%) per annum;
- (f) The permanent loan shall be payable in equal monthly installments of principal and interest based upon an amortization schedule of up to twenty five (25) years, and shall be all due and payable no sooner than 10 (ten) years following the date of the permanent loan.
- (g) Additional payments of principal and accrued interest on the permanent loan may be made, without penalty, at any time prior to maturity.
- (h) The proceeds of the permanent loan shall be disbursed by the Lender either through its own offices or through a bonded disbursement control agency; and
- (i) The remaining terms and provisions of the permanent loan shall be as required by the Lender.

Within 10 days after receipt of a written request therefor from Trustor, Beneficiary shall execute a separate agreement of subordination, in form and substance acceptable to Trustor and the Lender and otherwise in recordable form, in favor of the permanent loan to which this Deed of Trust is hereby subordinated, and deliver the subordination agreement to the Lender or Lender's title company designated by Trustor. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust.

In the event that all or any of the property described in this Deed of Trust, or any interest in that property, is sold, agreed to be sold, conveyed, or alienated by Trustor, or by the operation of law or otherwise, without the prior written consent of Beneficiary, all sums secured by this Deed of Trust shall, at the option of Beneficiary, immediately become due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future of successive transactions.

✓ The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder or under any deed(s) of trust to which this Deed of Trust shall become subordinate pursuant to the terms of this Deed of Trust or any subordination agreement provided for herein, be mailed to the undersigned Trustor at the Trustor's address hereinbefore set forth.

This Deed of Trust may be executed in any number of counterparts, each of which shall be considered to be an original, but all of which together shall constitute one and the same instrument. The execution pages of counterparts may be attached to any one copy of this Deed of Trust to form a single, complete document.

SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

"BENEFICIARY:"

Min Ho Yang
Min Ho Yang

Date 08-30-2017

Myoung Hee Kim
Myoung Hee Kim

Date 08-30-2017

By: Min Ho Yang *Attorney in Fact*
Min Ho Yang, her attorney-in-fact
under Statutory Durable Power of
Attorney dated August 2, 2016

"TRUSTOR":

Margaret A. Dean
Margaret A. Dean, Trustee of the Margaret
A. Dean 1997 Revocable Living Trust

Date Aug 29, 2017

SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of SISKIYOU

On 8/29/2017 before me, PAIGE A. BULLERWELL, Notary Public (here insert name and title of the officer), personally appeared MARGARET A. DEAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paige A. Bullerwell
Signature

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____, Notary Public (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SISKIYOU

On 8/30/2017 before me, PAIGE A. BULLERWELL, Notary Public (here insert name and title of the officer), personally appeared MIA HO YANG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paige A. Bullerwell
Signature

(Seal)



SUBORDINATED DEED OF TRUST
(continued)

APN/Parcel ID(s): 060-552-230

EXHIBIT A

LEGAL DESCRIPTION:

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WEED, COUNTY OF SISKIYOU, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTIONS OF THAT CERTAIN PARCEL DESCRIBED BY THAT CERTAIN MAP RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 48, AND THAT CERTAIN GRANT DEED RECORDED IN BOOK 751, OFFICIAL RECORDS, PAGE 732, AND THAT CERTAIN SILVA PARCEL DESCRIBED BY THE BOUNDARY LINE ADJUSTMENT RECORDED AS DOCUMENT NO. 93015854, OFFICIAL RECORDS, SISKIYOU COUNTY RECORDS, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 5 WEST, MOUNT DIABLO MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO THE NORTHWESTERLY CORNER OF SAID PARCEL RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 48, AND THE SOUTHWEST CORNER OF PARCEL 3 OF THAT CERTAIN MAP RECORDED IN BOOK 11 OF PARCEL MAPS AT PAGE 98, ALL SISKIYOU COUNTY RECORDS; THENCE SOUTH $32^{\circ}04'28''$ EAST, 16.62 FEET ALONG THE NORTHEASTERLY LINE OF SHASTINA DRIVE, A PUBLIC STREET, TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2458.00 FEET; THENCE SOUTHERLY, 104.53 FEET ALONG SAID CURVE AND NORTHEASTERLY LINE THROUGH AN ANGLE OF $2^{\circ}26'12''$ TO THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARING SOUTH $55^{\circ}29'20''$ WEST; THENCE CONTINUING SOUTHERLY, 191.97 FEET ALONG SAID CURVE AND NORTHEASTERLY LINE THROUGH AN ANGLE OF $4^{\circ}28'29''$ TO THE SOUTHWESTERLY CORNER OF SAID PARCEL RECORDED IN BOOK 3 OF PARCEL MAPS AT PAGE 48, A RADIAL LINE TO SAID POINT BEARING SOUTH $51^{\circ}00'51''$ WEST; THENCE NORTH $45^{\circ}08'32''$ EAST, 285.57 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL AND SAID SILVA PARCEL TO THE SOUTHWESTERLY LINE OF BLACK BUTTE DRIVE, A PUBLIC STREET; THENCE NORTH $43^{\circ}25'50''$ WEST, 190.05 FEET ALONG SAID SOUTHWESTERLY STREET LINE; THENCE SOUTH $45^{\circ}08'32''$ WEST, 263.23 FEET TO THE TRUE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES ARE GRID, UNLESS OTHERWISE INDICATED AS RECORD, BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 1. MULTIPLY ALL GRID DISTANCES BY 1.000240 TO OBTAIN GROUND LEVEL DISTANCES.

DO NOT RECORD

The following is a copy of provisions one (1) to fourteen (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
6. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
7. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
8. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years (5) after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

DO NOT RECORD

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

12. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

13. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

MT. SHASTA TITLE & ESCROW COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Print Company Name

Signature

By: _____
Print Name

Its: _____
Print Title

Print Company Name

Signature

By: _____
Print Name

Its: _____
Print Title

Please mail Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.



APN _____

PROJECT NO _____

SIGN PERMIT APPLICATION

Application Only. No Work May Start Until Approved

- | | |
|---|---|
| ☐ Conditional Use Permit \$150* | ☐ Special Animal Permit \$25 |
| ☐ Architectural Review / Design \$100* | ☐ Second Dwelling Unit \$150* |
| ☐ Subdivision (4 or Less) \$200* | ☐ Boundary / Lot Line Adjustment \$100* |
| ☐ Subdivision (5 or More) \$500* | ☐ Variance \$150* |
| ☐ Zone Amendment \$160* | ☐ Tree Cutting Permit - Residential \$25 / Commercial \$75 / Home Firewood |
| ☐ General Plan Amendment \$500* | If not listed, check with Planner for fees and description |
| ☐ Home Occupation Permit \$75* | |
| ☐ Sign \$75 | |
| ☐ Fence Permit \$0* | |

In addition to the above fees, applicants shall be required to reimburse the City of Weed for any additional costs of issuing permit, including but not limited to, extraordinary fees for legal counsel and/or consultant costs.

* Engineering and planning consultant fees are assessed on a per hour basis. An initial fee, based on an estimated number of hours for the individual project will be determined at the start of the project, and must be paid by the applicant in addition to the application fee prior to commencement of the application process.

Weed Municipal Code Section 8.24.230 & 16.10Applicant Name ARCO AM / PMAddress 1886 SHASTINA DR WEED CAPhone 916-883-9084

Owner (if different from above) _____

Address _____

Phone _____

Property Information APN # 060-552-230Lot Size / Acres 1.210 Acres

Description of Project

2,100 SF QSR with drive-thru, 3,488 SF C-Store, and Fuel Canopy with 6 MPD's. Vacant land will be regraded
for new buildings and parking.

Applicant
Signature: Rosmarie KaneOwner
Signature: Rosmarie Kane

SIGNAGE CALCULATIONS

1. Business Name 5 NORTH WEED
2. Address 1886 SHASTINA DR. WEED, CA
3. Building frontage: 132 SF
 - a. X 1 for perpendicular or free-standing signs 132 SF
 - b. X 4 for flush-mounted signs 528 SF
4. Lot square footage: 52,707 SF
5. Building square footage: 5,588 + 278 SF = 5,866 SF
6. Lot square footage not covered by building: _____
 For Free Standing Signs: (line 5 from line 4) 46,841 SF
 Divided by 2000 x 020 square feet 468 SF
7. Total sign square footage allowed:
 - a. Flush mounted (line 3b) 528 SF
 - b. Free standing (line 3a plus line 6) 600 SF
8. Existing signage: List size, square footage, and indicate flush mount (F/M) or free standing (F/S).

a. _____	F/M	F/S
b. _____	F/M	F/S
c. _____	F/M	F/S
d. _____	F/M	F/S
e. Total square footage existing: F/M _____ F/S _____		
9. Proposed signage: List size, square footage, and indicate flush mount (F/M) or free standing (F/S)

a. C-Store: (2) 147" x 65" AMPM signs @ 66.4 sf each = 132.8 sf total	(F/M)	F/S
C-Store: (6) 30" x 48" poster signs @ 8.3 sf each = 49.8 sf total	(F/M)	F/S
Fuel canopy: (2) Arco channel letters @ 10.0 sf each = 20.0 sf total	(F/M)	F/S
Fuel canopy: (3) Arco spark logo @ 13.4 sf each = 40.2 sf total	(F/M)	F/S
c. QSR: 1 sign TBD @ 108.3 sf each = 108.3 sf total estimate (TBD)	(F/M)	F/S
(1) monument sign (48" x 74.6") @ 24.9 sf & (10.25" x 48") @ 3.4 sf = 28.3 sf total @ one side	F/M	(F/S)
(1) freeway sign (138" x 136") @ 132.3 sf & (138" x 36") @ 34.5 sf = 166.8 sf total @ one side	F/M	(F/S)
e. Total square footage proposed: <u>351</u> F/M <u>195</u> F/S		
10. Total sign square footage available:
 - A. Flush mount = lines 8e and 9e from line 7a 177 SF
 - B. Free standing = lines 8e and 9e from line 7b 405 SF

A building permit must be obtained prior to installation. Fees may be doubled if the sign is installed without obtaining the proper permits.

I have read and fully understand Ordinance No. 413-2013 and the WMC 18.24.230, 231, 232, 233, 234, 235, 236, 237, 238, 239, and 250 concerning signs, Ordinance No. 401-2011 and the WMC 16.10 Signs, and hereby agree to comply with, the sign ordinance and other regulations as set forth above.

Applicant Preminda K... Owner Preminda K...
Signature: _____ Signature: _____

FOR OFFICIAL USE ONLY

Site plan submitted: _____ Plan check fee paid: _____

Reviewed and approved by: _____

Planning Commission Approval/Conditions:



APN _____

PROJECT NO _____

ARCHITECTURAL DESIGN REVIEW APPLICATION

(Print or Type in Black Ink Only)

- | | |
|--|---|
| ☐ Conditional Use Permit \$150 | ☐ Special Animal Permit \$25 |
| ☐ Architectural Review / Design \$100 | ☐ Second Dwelling Unit \$150 |
| ☐ Subdivision (4 or Less) \$200* | ☐ Boundary / Lot Line Adjustment \$100 |
| ☐ Subdivision (5 or More) \$500* | ☐ Variance \$150 |
| ☐ Zone Amendment \$160 | ☐ Tree Cutting Permit – Residential \$25 / Commercial \$75 / Home Firewood \$0 |
| ☐ General Plan Amendment \$500 | If not listed, check with Planner for fees and description |
| ☐ Home Occupation Permit \$75 | |
| ☐ Sign \$75 | |

In addition to the above fees, applicants shall be required to reimburse the City of Weed for any additional costs of issuing permit, including but not limited to, extraordinary fees for legal counsel and/or consultant costs.

* Engineering and planning consultant fees are assessed on a per hour basis. An initial fee, based on an estimated number of hours for the individual project will be determined at the start of the project, and must be paid by the applicant in addition to the application fee prior to commencement of the application process.

Architectural Review / Design Application**OWNER AND REPRESENTATIVE**Applicant: Name S NORTH WEED LLCAddress 1886 SHASTINA DR YREO CAPhone 916-883-9084Landowner: Name PARNINDER KAURAddress: 8858 LATIGO CT ROSEVILLE CA 95707Phone Number: 916-883-9084

Representative: Name _____

Address: _____

Phone Number: _____

PROJECT DESCRIPTION

PROJECT NAME 5 NORTH YAKA WEEB LLC
SITE ADDRESS 1886 SHASTINA DR WEEB CA 96097
ASSESSOR'S PARCEL # 060-552-230

Describe in detail your proposed project, including all proposed uses, special materials, special fixtures or appliances, relationship to the required materials and other requirements of the Municipal Code and any grading and/or construction which must be done to establish your project. Refer to project guidelines for specific submittal requirements. (Attach additional sheets if necessary)

1,460 SF GSR WITH DRIVE THRU
3,488 SF C - STORE
FUEL CANOPY WITH 6 MPD'S
VACANT LAND WITH EXISTING RESTAURANT
WILL BE REGRADED FOR NEW
BUILDING AND PARKING

PROPERTY OWNER SIGNATURE REQUIREMENT

I hereby certify that the facts, statements, and information presented within this application are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City of Weed. I hereby certify that I have read and fully understand all the information required in this application form.

By signing this application, I (we) hereby authorize City, County, State and Federal agencies, requested to review this application, to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the City formally acts to approve or deny this project.

Parinder Kaur
Signature

Signature

Printed Name PARINDER KAUR

Printed Name

Address 8858 LATIGO CT

Address

City/State/Zip ROSEVILLE CA 95707

City/State/Zip

Date 2 / 11 / 24

Date

Signature

Signature

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Date

Date

CITY OF WEED
PLANNING DEPARTMENT
550 MAIN STREET
WEED, CALIFORNIA 96094
(530) 938-5020 TELEPHONE *** (530) 938-5096 FAX

APPLICANT SIGNATURE REQUIREMENT

I certify that I have read and understand Chapter 18.24.040, 050, and 060 of the Weed Municipal Code; the
uses requiring permit Architectural

Parminder Kaur
Signature

Signature

Printed Name PARMINDER KAUR

Printed Name _____

Date 2 / 11 / 24

Date _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____

18.24.040 Uses requiring permit—Architectural drawings and sketches—Required in certain districts. In case an application is made for a permit for any building or structure in any C, C-M or M district, said application shall be accompanied by architectural drawings or sketches, showing the elevations of the proposed building or structure and site plans showing the proposed landscape or other treatment of the grounds around such building or structure. Such drawings, sketches, and site plans shall be considered by the planning commission in an endeavor to provide that the architectural and general appearance of such buildings or structures and grounds to be in keeping with the character of the neighborhood and such as not to be detrimental to the orderly and harmonious development of the city, or to impair the desirability of investment or occupation in the neighborhood (Ord. 203-78 §1(part), 1978. Ord. 45-63 §5 21, 1963).

18.24.050 Uses requiring permit—Architectural committee. The planning commission may appoint an architectural committee of three of its members which shall exercise the architectural considerations provided for in Section 18.24.040. (Ord. 203-78 §1(part), 1978. Ord. 45-63 §5 22, 1963).

18.24.060 Uses requiring permit—Architectural drawings and sketches—Approval. No permit shall be issued in any case where architectural consideration is required until such drawings and sketches have been approved by the planning commission and all buildings, structures and grounds shall be constructed and improved in accordance with the approval drawings and sketches. (Ord. 203-78 §1(part), 1978. Ord. 45-63 §5 23, 1963).



APN _____

PROJECT NO _____

TREE CUTTING PERMIT APPLICATION
Application Only. No Work May Start Until Approved
(Print or Type in Black Ink Only)

- | | |
|--|--|
| 0 Conditional Use Permit \$150* | o Special Animal Permit \$25 |
| 0 Architectural Review / Design \$100* | o Second Dwelling Unit \$150* |
| 0 Subdivision (4 or Less) \$200* | o Boundary / Lot Line Adjustment \$100* |
| 0 Subdivision (5 or More) \$500* | o Variance \$150* |
| 0 Zone Amendment \$160* | o Tree Cutting Permit - Residential \$25 / Commercial \$75 / Home Firewood |
| 0 General Plan Amendment \$500* | If not listed, check with Planner for fees and description |
| 0 Home Occupation Permit \$75* | |
| 0 Sign \$75 | |
| 0 Fence Permit \$0* | |

In addition to the above fees, applicants shall be required to reimburse the City of Weed for any additional costs of issuing permit, including but not limited to, extraordinary fees for legal counsel and/or consultant costs.

* Engineering and planning consultant fees are assessed on a per hour basis. An initial fee, based on an estimated number of hours for the individual project will be determined at the start of the project, and must be paid by the applicant in addition to the application fee prior to commencement of the application process.

Any person who desires to cut any mature tree located on a parcel of one-third acre or more (14,520 square feet) shall apply for a permit as required by Weed Municipal Code Section 8.28.

Applicant Name 5 NORTH WEED LLCAddress 1886 SHASTINA DR WEED CAPhone 916-883-9084Owner (if different from above) 5 NORTH WEED LLC(Address MAILING) 8858 LATIGO CT ROSEVILLE CA 95747Phone 916-883-9084Property Information APN # 060-552-230Lot Size / Acres 1.21 Estimated Slope (min & max) 0 - 5 %

Trees: Mature tree means a living tree with a circumference of thirty (30) or more inches, including all major stems, as measured four and one-half (4.5) feet above the root crown. (9.5-inch diameter)

Estimated number of mature trees on property: 2

Mature trees proposed for removal:

<u>Number</u>	<u>Species</u>
<u>2</u>	<u>LARGE PINE TREES</u>

Trees to remove located and marked: ☒ Yes ☐ No**Reasons for Removal** Check one or more as applicable:

Subdivision _____

home site _____

commercial development ☒

specify: _____

other: _____

specify: _____

This application will be reviewed using the following criteria:

- A. The condition of the tree with respect to disease, danger of collapse proximity to existing structure, walkway, driveway, alley, or street, or interference with utility services.
- B. The necessity to remove the tree to construct public or private improvements which allow economic development of the property. The applicant must have applied for and have paid plan checking fees for a building permit for the subject improvements.
- C. The number of mature trees existing on the property.
- D. Good forestry practices (# of trees that an area will support, stem, spacing, etc.).
- E. Whether removal of the tree is necessary to public or utility right of way.
- F. The suitability of the tree species in the subject area.
- G. The slope and other physical attributes of the land.

Home firewood permits: The owner of lands of any size acreage may cut up to six (6) cords of firewood from mature trees each year, upon application to the director and issuance by the director of a tree cutting permit. Such firewood must be for the personal use of said owner and may not be sold or transferred to any other person.

The Planning Commission shall determine whether, and on what terms and conditions, the permit should be issued. The Planning Commission may, as a condition of the issuance of a permit, specify mitigation which must be done in order to diminish any negative impact resulting from the cutting, including but not limited to replanting of trees or other vegetation.

The applicant may be required to provide a written report prepared by a registered professional forester or person with similar credentials, to supplement this application. This requirement may be appealed to the Planning Commission at its next meeting.

Fees:

- 1. residential properties: \$ 25.00/parcel (based on 1-hour maximum, additional time billed at \$20/hour)
- 2. commercial or industrial properties: \$ 75.00/parcel (based on 3-hour maximum, additional time billed at \$20/hour)
- 3. home firewood: no charge

I HAVE READ THIS APPLICATION COMPLETELY AND HEREBY CERTIFY THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I CERTIFY I HAVE READ AND UNDERSTAND CHAPTER 8.28 OF THE WEED MUNICIPAL CODE TREE CUTTING ON PRIVATE AND PUBLIC PROPERTY.

Applicant

Signature:

Parminder Kaur

Owner

Signature:

Parminder Kaur

Signature: _____

FOR OFFICIAL USE ONLY

Site plan submitted: _____

Plan check fee paid: _____

Reviewed and approved by: _____

Planning Commission Approval:

Operations Plan

1. Overview:

This operations plan outlines the operational aspects for an Arco AmPm gas station with a Quick Serve Restaurant (QSR). The QSR will be provided as a gray shell, ready for the future tenant improvements and customizations specific to the needs and brand standards. This plan cover hours of operation and estimated staff, water usage, wastewater discharge, and power consumption based on the intended use.

2. Hours of Operation:

Having the ARCO AmPm gas station open 24/7 ensures continuous service, while the QSR can operate during peak meal times, driving additional foot traffic.

- ARCO AmPm: 24 hours, 7 days a week
- QSR: TBD by the future tenant (common hours are 6:00 AM to 10:00 PM)

3. Staffing Requirements:

To effectively manage the gas station and QSR, the following are staffing required.

- ARCO AmPm Employees (C-Store & Fuel): 2 per shift, 3 shifts per day
Total: 6 employees
- QSR Employees: Managed separately by the QSR tenant. Staff needs will depend on the specific QSR operations.

Typically, 6-10 employees may be needed or full daily operations.

- Manager/Supervisor: 1 manager overseeing station operations, available across shifts (typically rotating or on-call)

Total Managers: 1-2 employees

- Cleaning/Maintenance: 1 staff member per shift to maintain cleanliness of the QSR common areas

Total Cleaning: 3 employees

Total number of ARCO AmPm Employees: 6 employees (excluding QSR staff)

4. Water and Wastewater Usage Estimates:

- ARCO AmPm: 2,150-2,700 gallons per day (C-Store and Landscaping)
 - C-Store: 150-200 gallons per day (cleaning, back of house prep/utility, and restrooms)
 - Landscape: 2,000-2,500 gallons per day (drip irrigated trees, shrubs, and groundcovers)
- QSR: 500-1,000 gallons per day (usage will depend on the tenant for cooking, cleaning, and restrooms)

Estimated Total Daily Water Usage: 2,650-3,700 gallons per day (ARCO AmPm and QSR)

- Wastewater Discharge: Typically, 90-95% of water usage is discharged as wastewater (excluding landscaping)

Estimated Total Estimated Daily Wastewater Discharge: 585-1,140 gallons per day (ARCO AmPm and QSR; excludes landscaping)

5. Power Consumption Estimates:

- ARCO AmPm (C-Store): 350-620 kWh per day (LED lighting/signs, refrigeration (cooler/freezer), beverage machines (coffee, soda, etc.), HVAC System, Misc. Equipment (cash registers, security systems, etc.))
- Fueling: 150-200 kWh per day (LED lighting/signs, fuel pumps, etc.)
- EV Charging Stall: 8 stalls x 250 kW x 3 hours = 6,000 kWh per day (Charging stalls might be used for fewer hours compared to a dedicated station. Assume 3 hours per day of usage per stall.)

EV charging estimated can vary based on seasonal traffic, actual usage patterns, charger types, or geographic location.

- QSR: 500-800 kWh per day (power consumption will depend on the tenant's equipment and hours of operation)

Estimated Total Power Consumption: 1,000-1,620 kWh per day (ARCO AmPm, Fueling, and QSR, excluding EV charging stalls.)

6. Solar Power Contribution Estimates:

The contribution of solar power depends on several factors, including the size of the solar installation, exposure time, weather conditions, efficiency, etc. The solar panels can potentially cover the minimum area required by code or cover a significant portion of the roof areas, but may not meet all energy needs, especially during peak hours or overcast days. Depending on the size of the solar panels installed, the energy produced can contribute to the stations energy needs, reducing electricity cost and carbon footprint. However, most stations would still need to rely on grid power to meet all their energy demands.

- ARCO AmPm (C-Store) Roof: 140-250 kWh per day
- Fuel Canopy Roof: 210-460 kWh per day
- QSR Roof: 80-150 kWh per day

Estimated Total Solar Power Contribution: 430-860 kWh per day

7. Conclusion:

This operations plan outlines the daily operations for an Arco AmPm gas station and QSR. The inclusion of the QSR adds complexity but also potential revenue from an additional tenant. Regular reviews and adjustments to staffing, water, and power estimates based on actual usage will be key to maintaining efficient operations and minimizing costs.

CITY OF WEED PLANNING COMMISSION
MEETING MINUTES
AUGUST 21, 2024

The Planning Commission of the City of Weed held a regular meeting on Wednesday August 21, 2024, at 5:30 p.m. in the Council Chambers at City Hall. Chair Martin Nicholas called the meeting to order and led the Pledge of Allegiance. Present, in addition to Chair Nicholas, were Commissioners Derek Dewhurst, Brian Palmer, Interim City Manager Steven W. Baker, Contract Planner Mark Teague, and Commission Secretary Sandra Duchi.

Commissioner Palmier moved to approve Commissioner Rivera's absence. Commissioner Dewhurst seconded the motion, and the vote was:

AYES: Commissioner Dewhurst, Nicholas, and Palmer

NOES: None

ABSENT: Commissioner Rivera

ABSTAIN: None

NON-AGENDA PUBLIC COMMENT

There was none.

CONFLICTS OF INTEREST

There were none.

PUBLIC HEARING

- A. Conditional Use Permit for the sale of drug paraphernalia and sign permit at 375 S Weed Blvd. Applicant: Legend 295 Inc Sarbjat Kang060-433-140 and approve CEQA Exemption Section 15301 Existing Facilities. Contract Planner Teague presented the staff report. Chair Nicholas opened the hearing at 5:33pm. Kurt Reichel representing the owner/applicant discussed the project. Commissioners' questions were asked and answered. Chair Nicholas asked for any other proponents or opponents, there were none. Chair Nicholas closed the hearing at 5:36pm. Commissioners discussed. Commissioner Palmer moved to decline the use permit for the sale of drug paraphernalia. Commissioner Dewhurst seconded the motion, and the vote was:

AYES: Commissioner Dewhurst, Nicholas, and Palmer

NOES: None

ABSENT: Commissioner Rivera

ABSTAIN: None

Commissioner Dewhurst moved to approve the sign permit. Commissioner Palmer seconded the motion, and the vote was:

AYES: Commissioner Dewhurst, Nicholas, and Palmer

NOES: None

ABSENT: Commissioner Rivera

ABSTAIN: None

- B. Conditional Use Permit for food cart located at 203 Main Street. Applicant: Elizabeth Tabor. Owner: Margaret Dean 060-292-100 and approve CEQA Exemption Section 15304 Minor Alterations. Contract Planner Teague presented the staff report. Chair Nicholas opened the hearing at 5:39pm. Applicant Elizabeth Tabor discussed her plans for the food cart. There were no other proponents or opponents. Chair Nicholas closed the hearing at 5:41pm. Commissioners discussed. Commissioner Palmer moved to approve the use permit for food cart. Commissioner Dewhurst seconded the motion, and the vote was:
AYES: Commissioner Dewhurst, Nicholas, and Palmer
NOES: None
ABSENT: Commissioner Rivera
ABSTAIN: None
- C. The Planning Commission reviewed and made the recommendation to the City Council the adoption of the Housing Element Update, Zoning Text Amendments, and Notice of Exemption 15061(b)(3) Common Sense Exemption. Contract Planner Teague presented the staff report. Commissioner Nicholas opened the hearing at 5:43pm. Commissioners' questions were asked and answered. Chair Nicholas closed the hearing at 5:44pm. Commissioner Palmer moved to recommend the adoption of the Housing Element Update, Zoning Text Amendments, and Notice of Exemption to the City Council. Commissioner Dewhurst seconded the motion, and the vote was:
AYES: Commissioner Dewhurst, Nicholas, and Palmer
NOES: None
ABSENT: Commissioner Rivera
ABSTAIN: None

REGULAR BUSINESS

Discussion Item Only – Commissioners reviewed and discuss potential modifications to the Sign Ordinance and give direction to staff. Contract Planner Teague presented the proposed changes to the sign ordinance. Commissioners discussed. Directions were given to staff to move forward with proposed changes as presented to the Commission.

APPROVAL OF MINUTES

There was no correction to the minutes of the meeting of July 17, 2024, and they were approved as written, copies of which were distributed to the Commission for review prior to the time of the meeting.

COMMISSIONERS REPORTS

None

STAFF REPORT

Commission Secretary Duchi reported there is still one open seat on the Planning Commission.

ADJOURNMENT

Commissioner Palmer moved to adjourn the meeting. Commissioner Dewhurst seconded the motion, and the vote was:

AYES: Commissioners Dewhurst, Nicholas, and Palmer
NOES: None

ABSENT: Commissioner Rivera

ABSTAIN: None

Meeting adjourned 5:51 P.M. SINE DIE