

RESOLUTION NO. 2024-74

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION OF THE CITY OF MARINA APPROVING AN AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC INCREASING THE LEASE AREA FROM 5 ACRES TO APPROXIMATELY 13.75 ACRES LOCATED AT 3200-C IMJIN ROAD AND MAKING OTHER MODIFICATIONS TO THE LEASE INCLUDING INCREASING THE TERM FROM 30 YEARS TO 40 YEARS, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER/AIRPORT MANAGER TO EXECUTE SUCH AMENDMENT TO LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO MAKING MINOR ADMINISTRATIVE MODIFICATIONS AND FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

WHEREAS, on December 17, 2019, the City of Marina City Council approved a lease agreement with Joby Aero, Inc. for a 217,800 square feet ($\pm$ 5 gross acres) lease area for the construction of a 55,200 square foot fabric covered industrial structure (“Tent Structure”) with two options on a developed portion of the south tarmac of the Marina Municipal Airport:

- Option Area No. 1. an additional 566,280 square feet ($\pm$ 13 acres)
- Option Area No. 2. an additional 522,720 square feet ($\pm$ 12 acres); and

WHEREAS, in lieu of the options set forth above, Joby revised its plans and on October 5, 2023, applied for a Design Review Permit for a pre-engineered metal building that will contain a training area, a shipping and receiving area and aviation related manufacturing, and storage area. The proposed 226,329 square feet (sf) building shell would be placed approximately 749 feet from Imjin Road, behind the existing manufacturing building, and approximately 61 feet from the existing Tent Structure (**Exhibit A**); and

WHEREAS, on February 12, 2024, the Planning Commission approved Resolution No. 2024-06 for Site and Architectural Design Review Application No. SAD23-008 for a 226,329-sf metal building subject to findings, conditions of approval as well as finding that the project was consistent with the adopted 2020 Mitigated Negative Declaration (SCH #2020010127) (**Exhibit B**); and

WHEREAS, use of the proposed structure will include: Aeronautical use in connection with the business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and at all times for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the “aeronautical uses” established by the Federal Aviation Administration

WHEREAS, the parties now seek to amend the Ground Lease to increase lease area from the original five acres to approximately 13.75 acres to accommodate the new pre-engineered metal building and to make other modifications to such lease as set forth in **Exhibit C**; and

NOW, THEREFORE, BE IT RESOLVED that the City Council/Airport Commission of the City of Marina does hereby:

1. Approve an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020 increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years; and

2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to make minor administrative modifications and execute the amendment to Ground Lease Agreement on behalf of the City, subject to final review and approval by City Attorney

PASSED AND ADOPTED by the City Council/Airport Commission of the City of Marina at a regular meeting duly held on the 18th day of June 2024, by the following vote:

AYES, COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- | | |
|---|--|
| 1 | INDICATES LANDSCAPE AREAS TO REMAIN - NO WORK & PROTECT FROM DAMAGE |
| 2 | INDICATES ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE |
| 3 | INDICATES DISTANCE FROM CENTERLINE OF TAXILANE TO EXISTING ADJACENT STRUCTURES - NO WORK & PROTECT FROM DAMAGE |
| 4 | INDICATES PAINTED PARKING STRIPING TO REMAIN - NO WORK & PROTECT FROM DAMAGE |
| 5 | INDICATES (N) PROPOSED BUILDING SHELL - SEE SHEET A201 |
| 6 | INDICATES CHAIN LINK FENCE & GATES (BY SEPARATE PERMIT) TO REMAIN - NO WORK & PROTECT FROM DAMAGE |
| 7 | INDICATES (N) PAINTED PARKING STALL STRIPING |
| 8 | INDICATES (N) PAINTED ACCESSIBLE PARKING STALL & STRIPING - SEE DTL 1/A110 |

PROPERTY INFORMATION

PROJECT ADDRESS / LOCATION	3200 Imjin Road Marina, California 93933
ASSESSORS PARCEL NUMBER	031-112-001 031-111-032
CURRENT ZONING	Airport District A-1
OCCUPANCY	F-1 / B
CONSTRUCTION TYPE	IIB-S

TOTAL LAND AREA	12,746,226.00	sf (+/-)	=	292.61 Acres (+/-)	Total
TOTAL BUILDING AREA	350,580.00	sf	Floor Area Ratio	2.75	
TOTAL LANDSCAPE AREA		sf	Landscape Area Ratio	0.00	
TOTAL HARDSCAPE AREA		sf	Hardscape Ratio Area	0.00	
TOTAL PAVEMENT AREA		sf	Pavement Area Ratio	0.00	

BUILDING SIZE & PARKING REQUIREMENTS

Land Area	12,746,226.00	sf (+/-)	=	292.61 Acres (+/-)			
Suite	Building 507	63,919.00	sf	Req'd Stalls / SF		Req'd Stalls	Provided
				@ 1/ 500	=	128	140
Suite	Integration Tent	56,756.00	sf	@ 1/ 515	=	110	95
Suite	Big Shell Building	228,329.00	sf	@ 1/ 515	=	439	373
Suite	Liquid Hydrogen	3,576.00	sf	@ 1/ 515	=	7	0
Total		350,580.00	sf			684	608
Parking:							
	Required per Municipal Code:	684					
	Actual Provided Stalls:	608					
	Actual Ratio Provided	0.87 / 500 sf					

JOB NO.

23091.1

PRINT DATE

1/10/24

DRAWN BY:

STAFF

CHECKED B

ATH

SET ISSUED

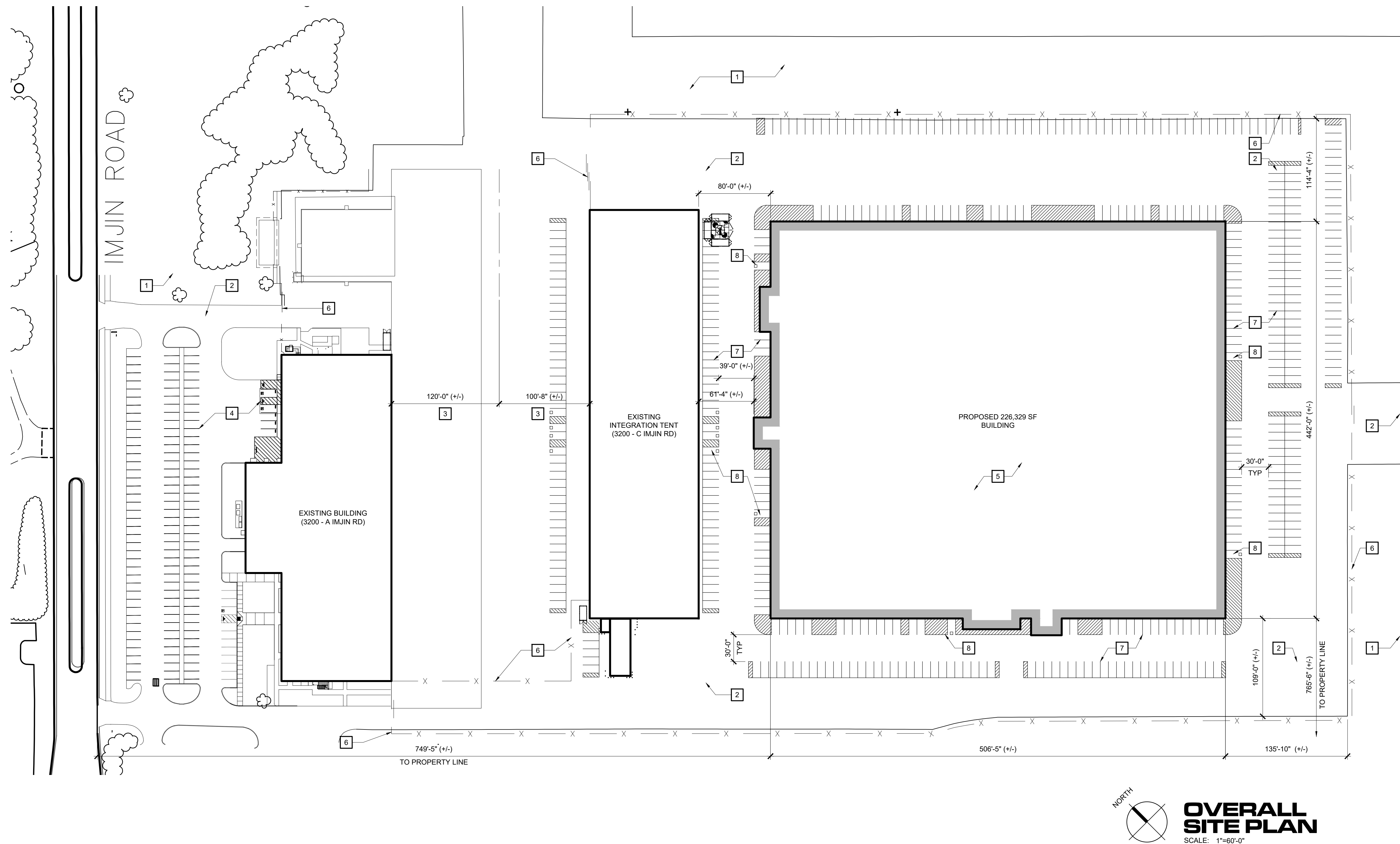
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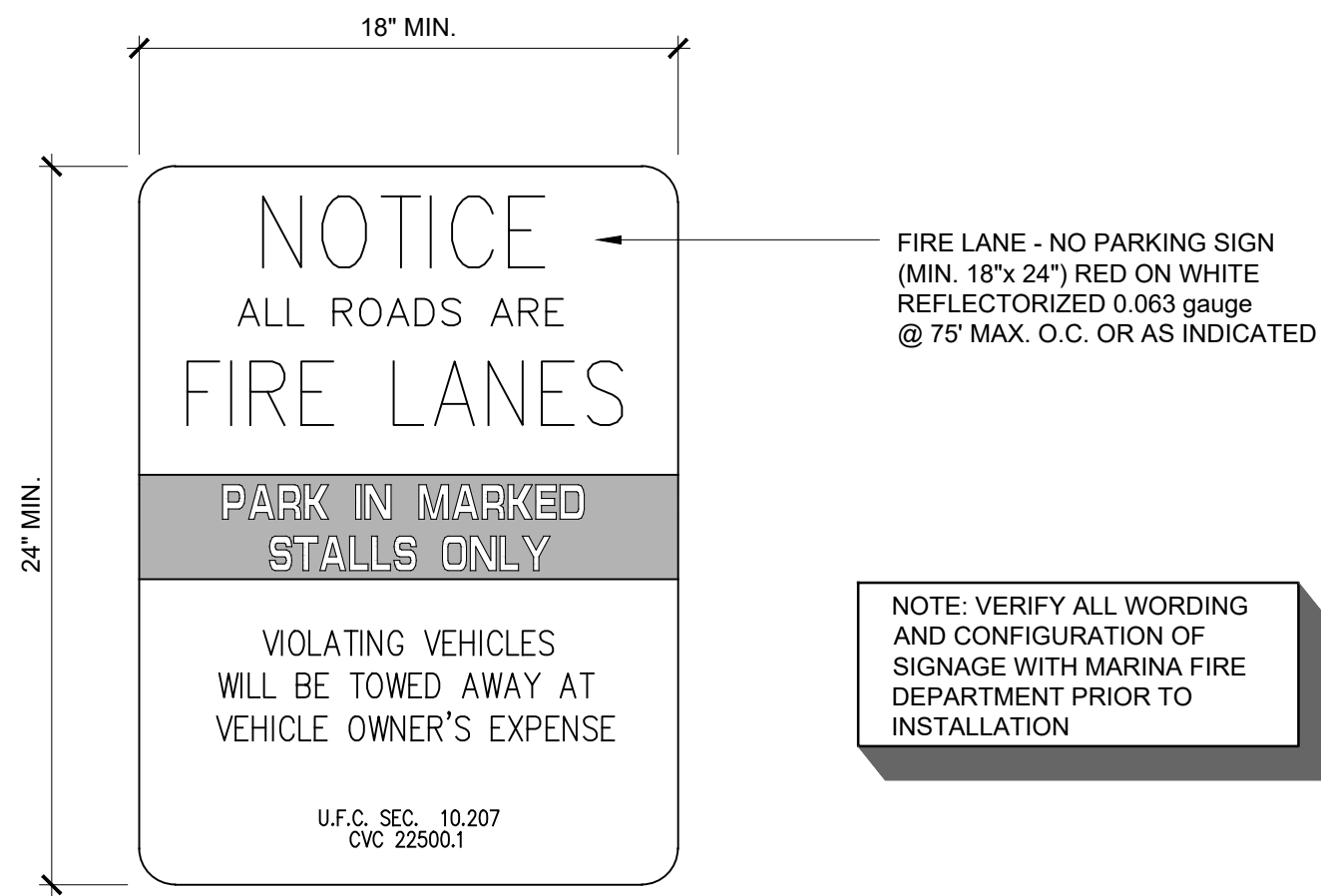
OVERALL
SITE PLAN

SHEET NO.:

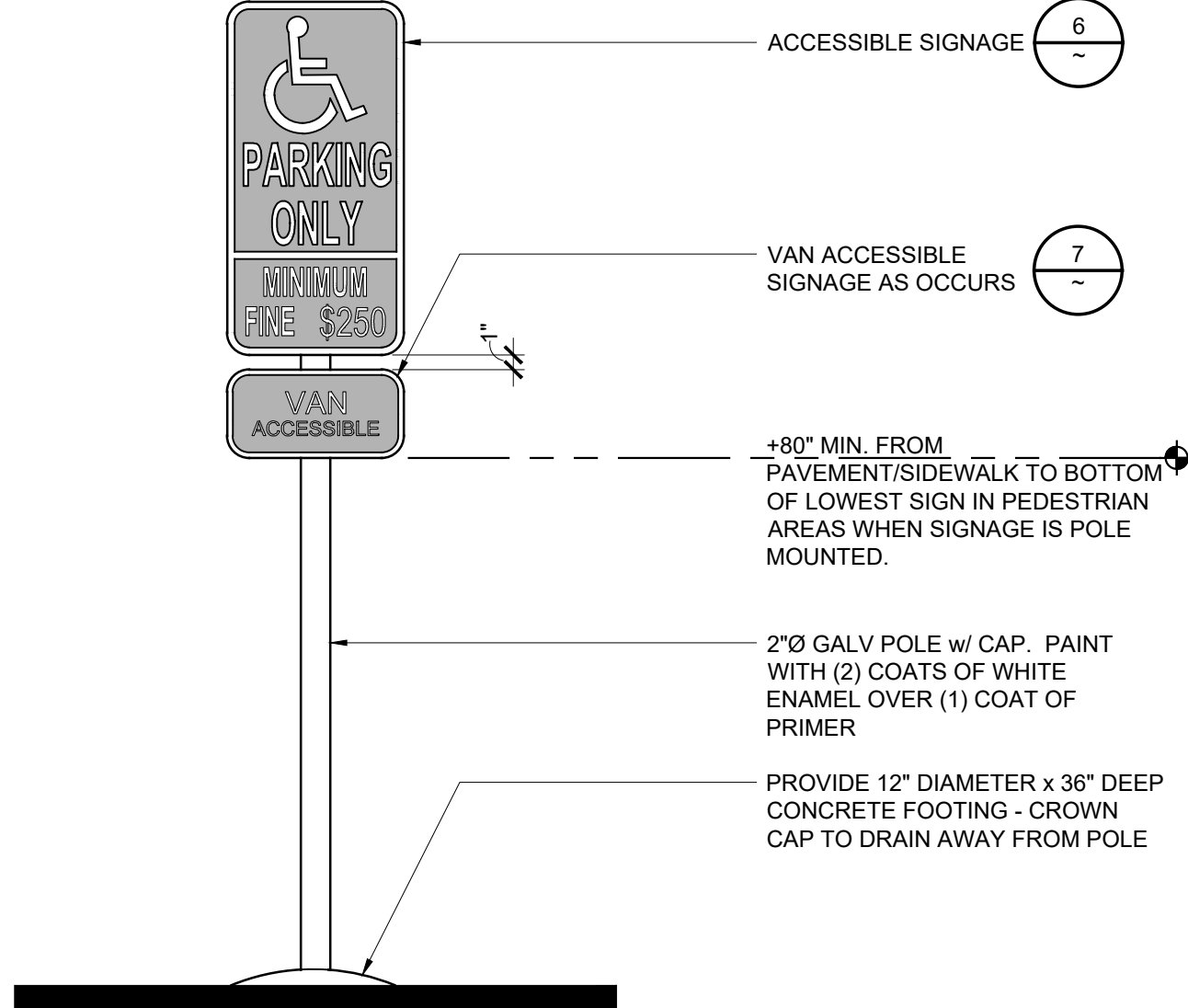
A100

FILE NAME.: 23091.1-A100

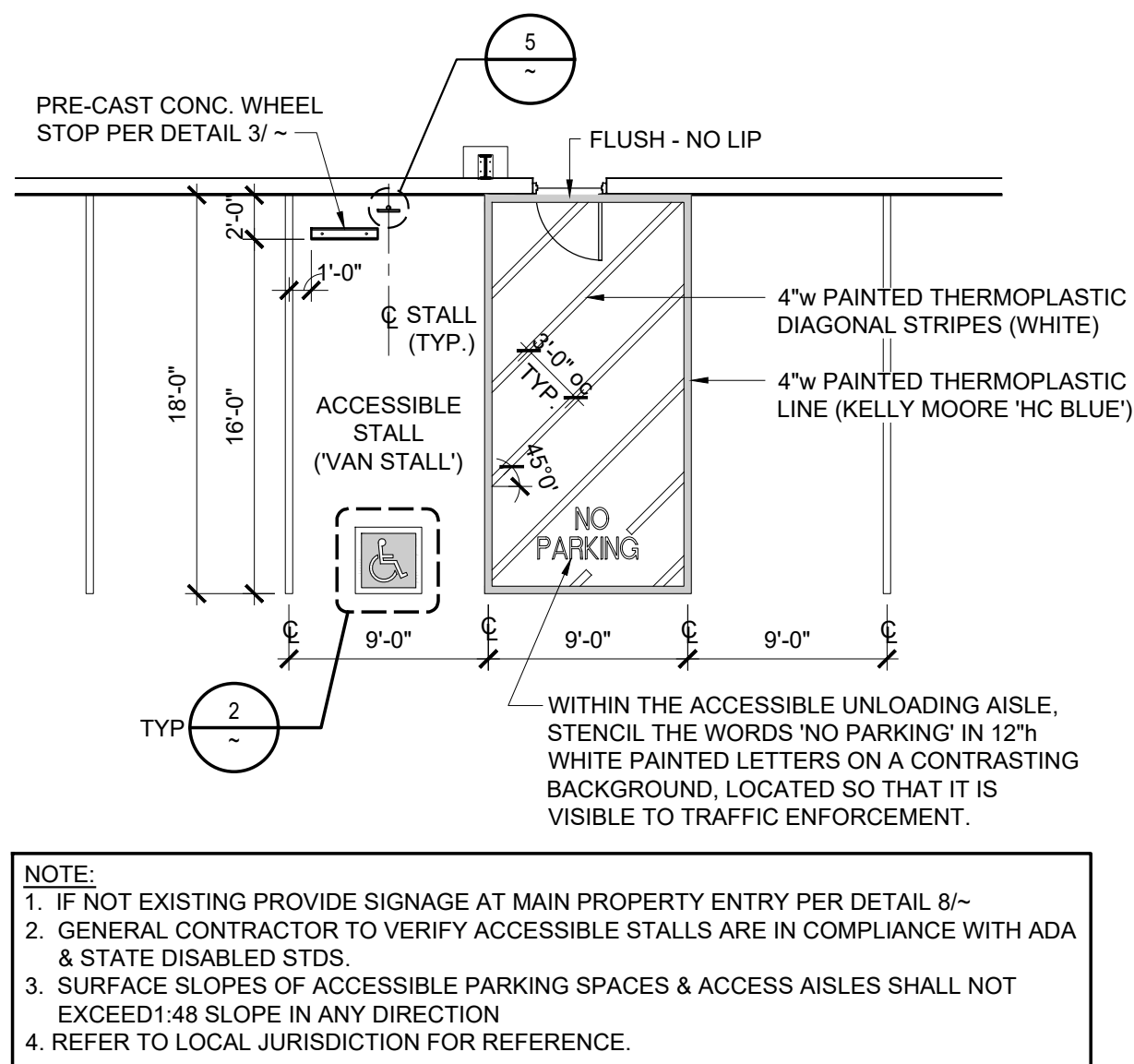




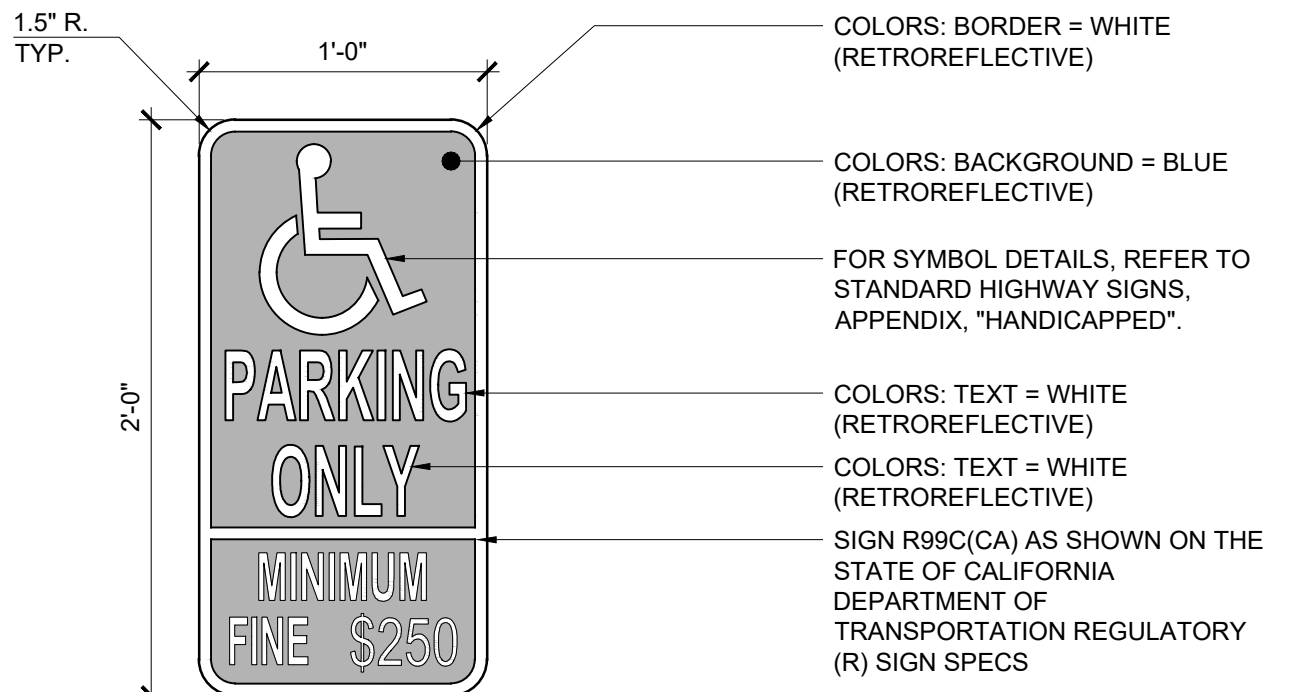
9 FIRE LANE SIGN
SCALE: 3/4" = 1'-0"



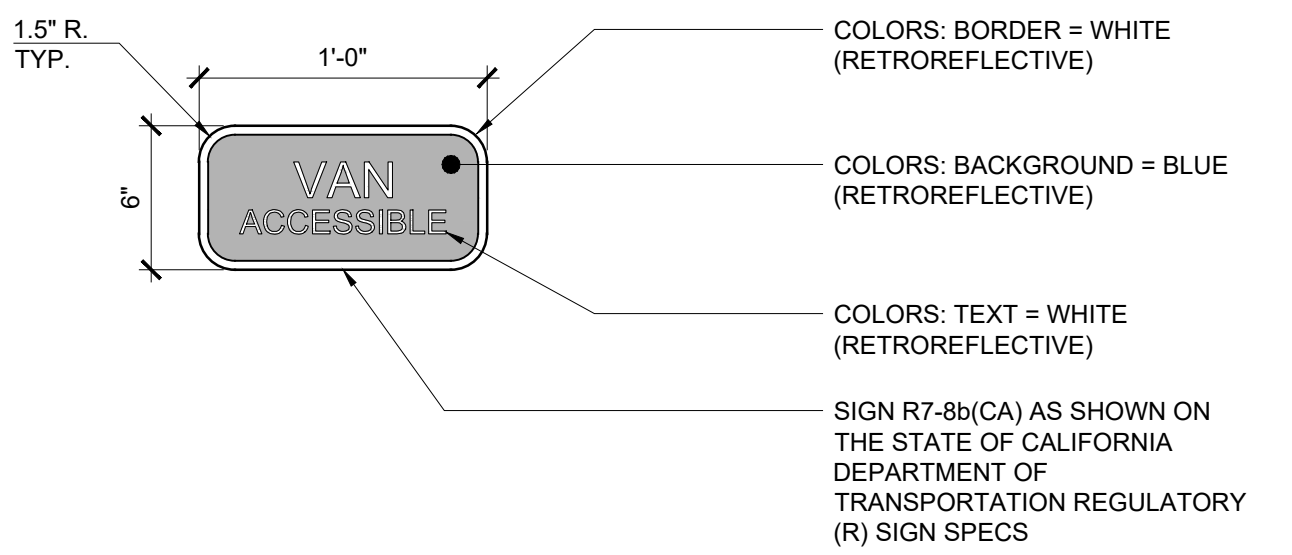
5 POLE MOUNTED SIGNAGE
SCALE: 1" = 1'-0"



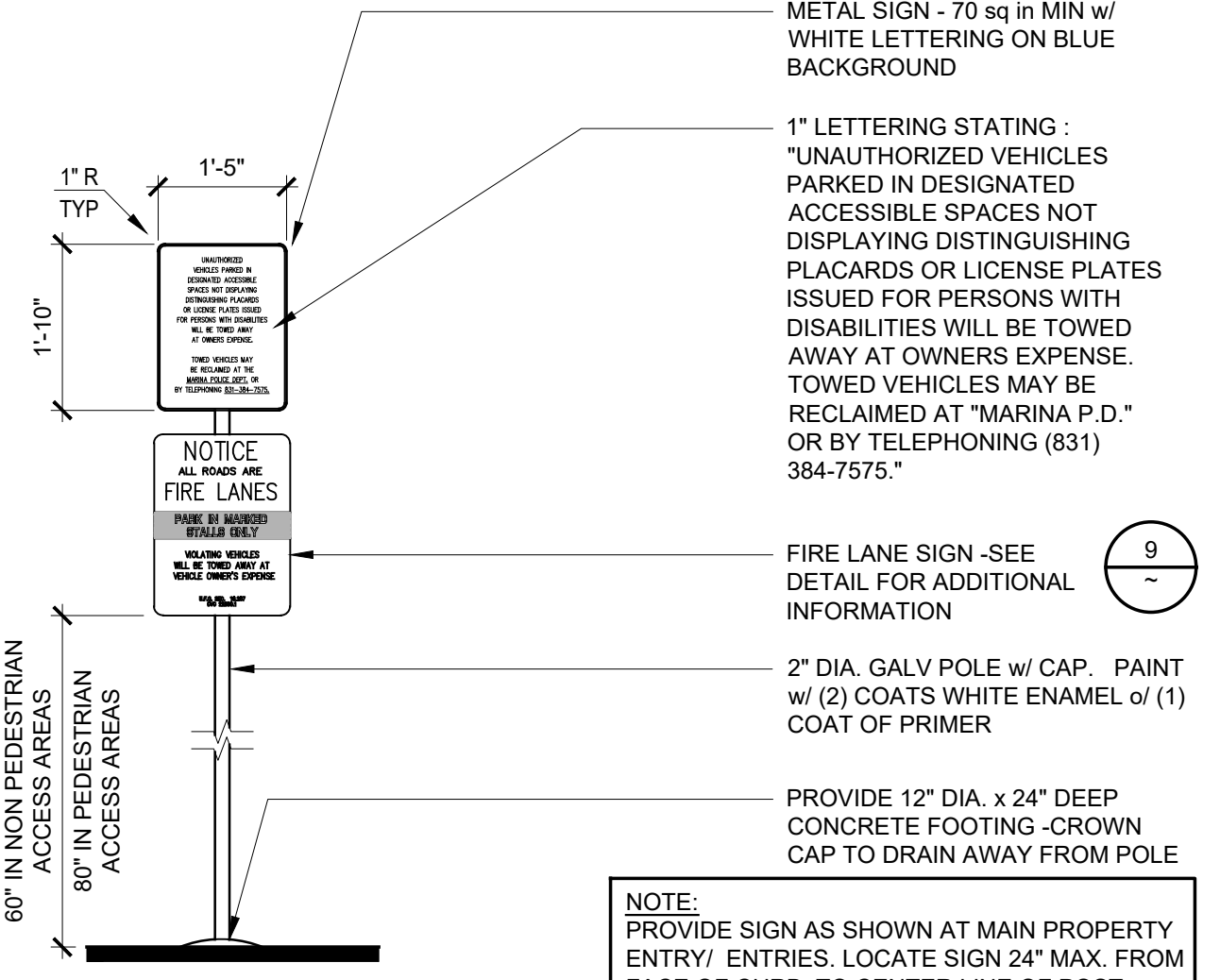
1 TYPICAL ACCESSIBLE PARKING STALLS
SCALE: 1/8" = 1'-0"



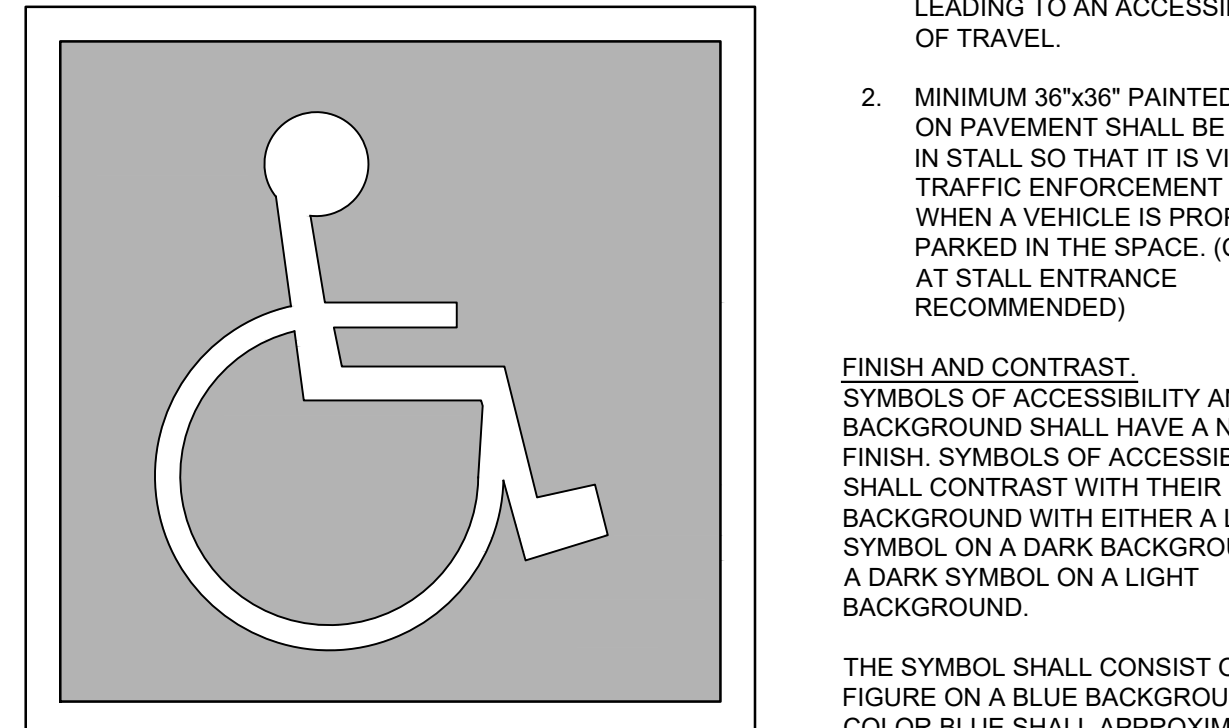
6 ACCESSIBLE PARKING SIGNAGE R99C
SCALE: 1 1/2" = 1'-0"



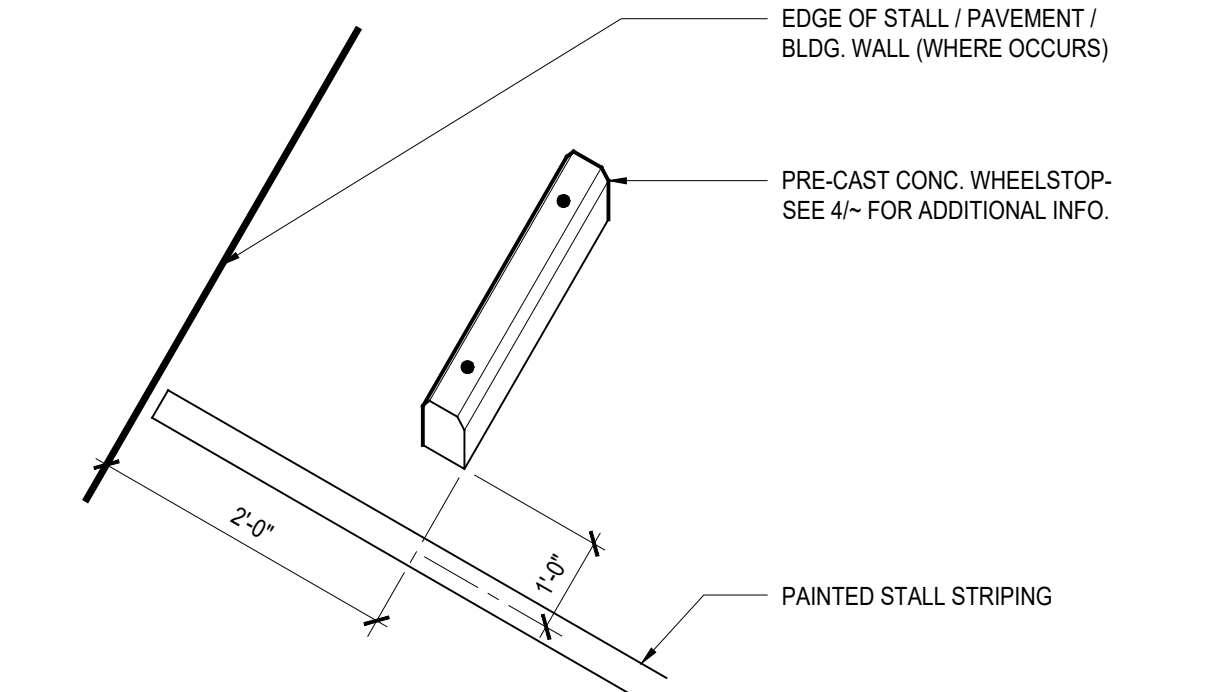
7 VAN ACCESSIBLE PARKING SIGNAGE R7-8b
SCALE: 1 1/2" = 1'-0"



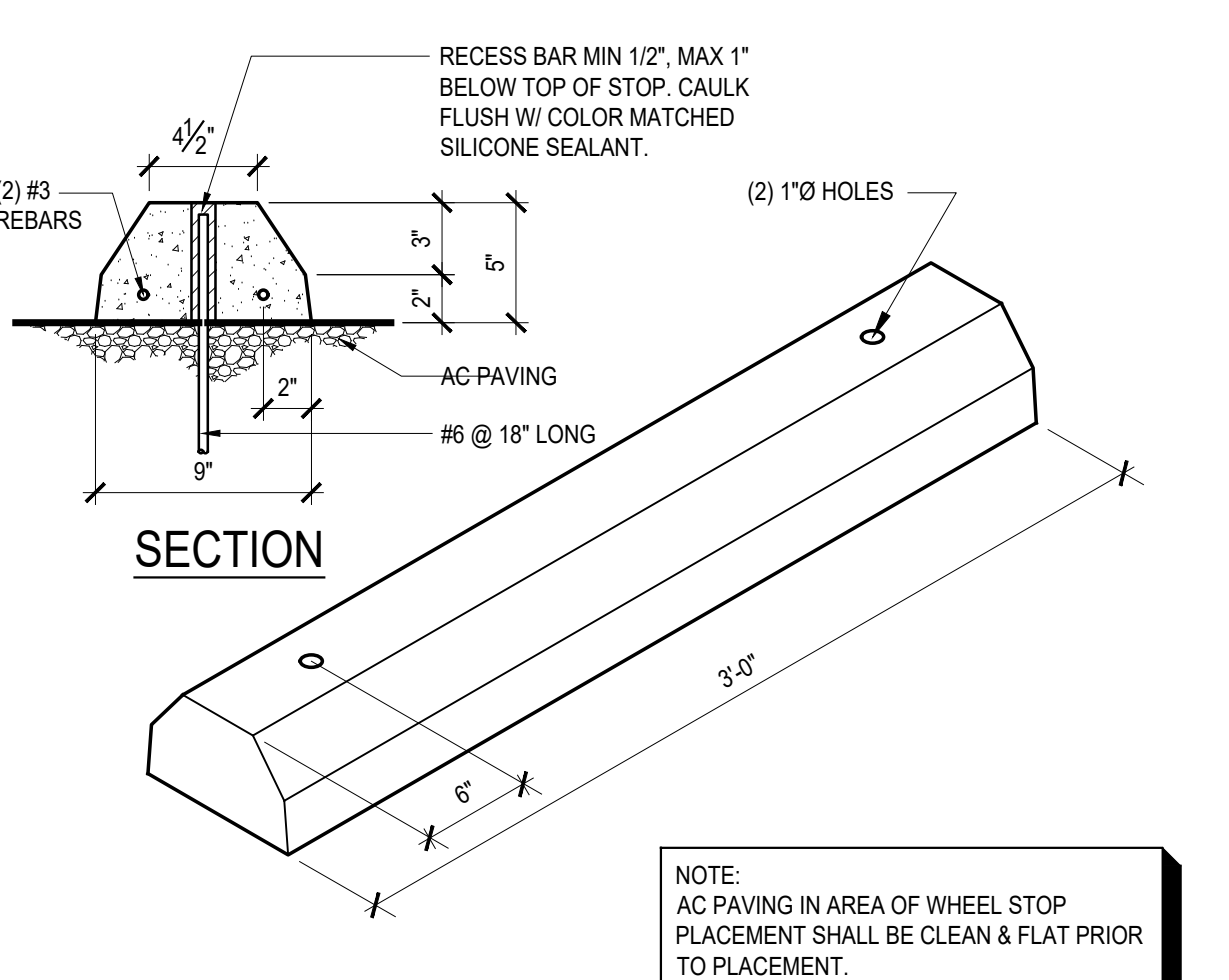
8 TOW - AWAY SIGN (DISABLED ENTRY)
SCALE: 1/2" = 1'-0"



2 INTERNATIONAL SYMBOL OF ACCESSIBILITY
SCALE: N.T.S.



3 PRE-CAST WHEELSTOP
SCALE: N.T.S.



4 PRE-CAST CONCRETE WHEEL STOP
SCALE: 1 1/2" = 1'-0"



CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

NO.	
0091.1	
ENT DATE:	
ENT DATE:	1/10/24
OWN BY:	STAFF
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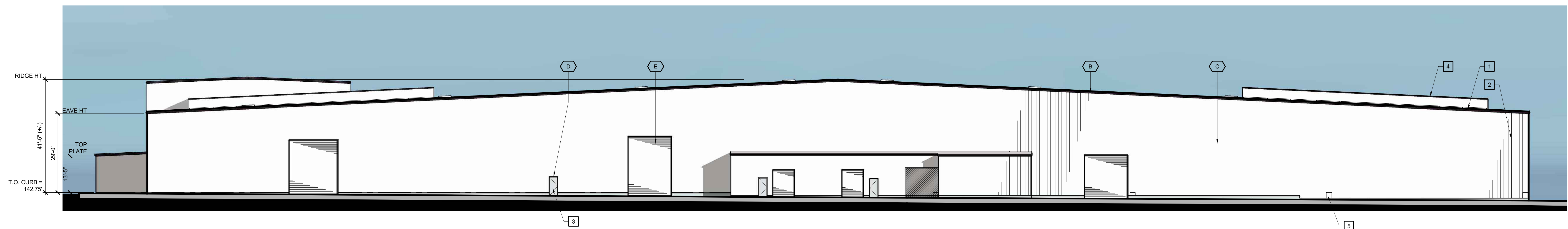
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PROPOSED
FLOOR PLAN

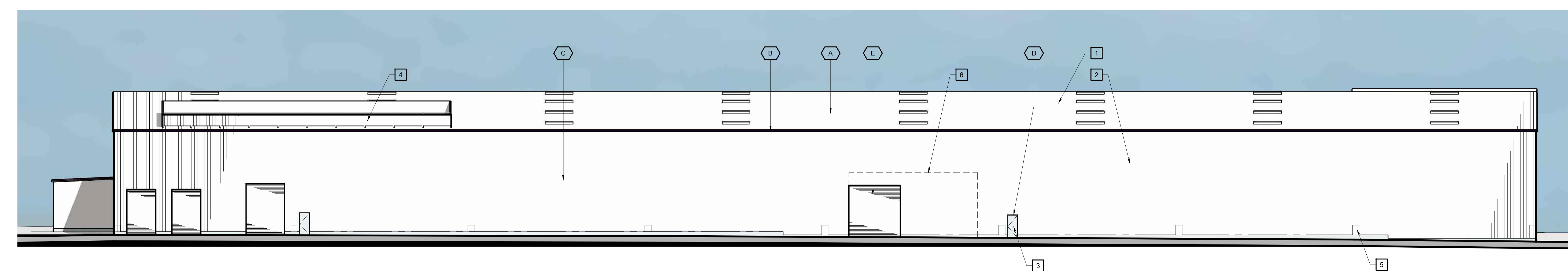
NAME.: 23091.1-A201

PROPOSED
FLOOR PLAN
SCALE: 1"=30'-0"

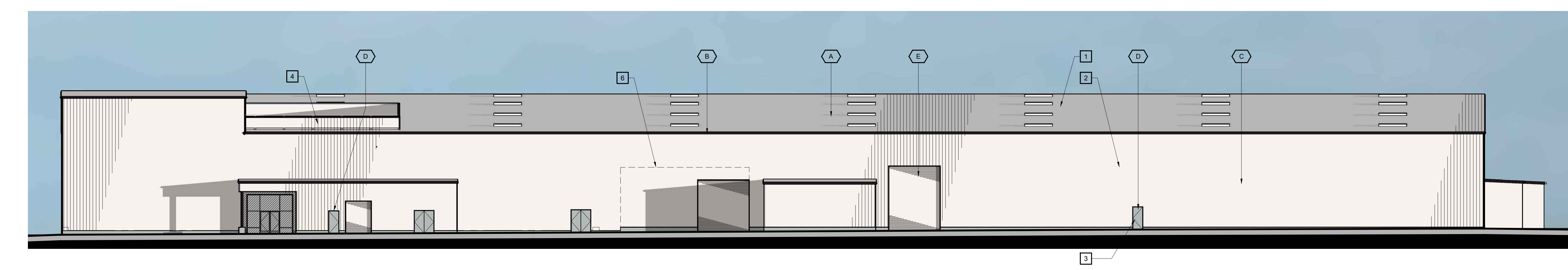
KEY	FEATURE	SPECIFICATION
TOILET ROOM FIXTURES		
T1	ACCESSIBLE TOILET – FLUSH TANK	"AMERICAN STANDARD" CADET 17" H. EL (1.1 GAL./FLUSH) OPEN SEAT WITHOUT COVER (17" HIGH SEAT)
T2	STANDARD TOILET – FLUSH TANK	"AMERICAN STANDARD" CADET EL (1.28 GAL./FLUSH) OPEN SEAT WITHOUT COVER
T3	ACCESSIBLE TOILET – FLUSH VALVE	"AMERICAN STANDARD" MADERA 16 1/8" UNV HEIGHT EL OPEN SEAT WITHOUT COVER (1.28 GAL./FLUSH)
T4	STANDARD TOILET – FLUSH VALVE	"AMERICAN STANDARD" MADERA EL (1.28 GAL./FLUSH) OPEN SEAT WITHOUT COVER
U1	ACCESSIBLE URINAL – FLUSH VALVE	"AMERICAN STANDARD" ALLIRON 0.50 GAL./FLUSH
L1	WALL-MOUNTED LAVATORY	"KOHLER" GREENGLAZ, WITH WALL HANGER FAUCET : F1 (SEE BELOW) EXCEPT WHERE F4 IS SHOWN
L2	UNDER-MOUNTED LAVATORY	"KOHLER" BRONZ FAUCET : F1 (SEE BELOW)
S1	FLOOR-MOUNTED MOP SINK	"LORESTONE" MODEL 90, 24"x24" FAUCET : F2 (SEE BELOW)
S2	UTILITY SERVICE SINK	"AMERICAN STANDARD" LAKENELL SERVICE SINK w/ CAST IRON TRAP. FAUCET : F2 (SEE BELOW)
S3	COUNTER SINK (LARGE)	"ELKAY" LUSTERSTONE CLASSIC 18x18x18.5x4.875 FAUCET : F3 (SEE BELOW)
S4	COUNTER SINK (SMALL)	"ELKAY" LUSTERSTONE CLASSIC 16x16x18.5x4.875 FAUCET : F3 (SEE BELOW)
S5	FLOOR SINK	"AMERICAN STANDARD" FLOOR SINK WITH GRATE
S6	ACCESSIBLE COUNTER SINKS	"ELKAY" JELUAD1148490 (SHORT) & "ELKAY" ECTRUT71779 (DEEP)
S7	DECK-MOUNT SINK	"AMERICAN STANDARD" AQUALYN DROP-IN SINK w/ 4" CENTERSET FAUCET : F4 (SEE BELOW)
G1	GARBAGE DISPOSAL LAVATORY FAUCET	3/4 HP "IN-SINK-ERATOR" EVOLUTION ESSENTIAL GARBAGE DISPOSAL "SIMPSON" IDENTITY w/ POP-UP DRAIN (FLOW SHALL BE LIMITED TO 0.5gpm)
F2	SERVICE SINK FAUCET	"AMERICAN STANDARD" HERITAGE #8504242
F3	COUNTER SINK FAUCET	"SIMPSON" IDENTITY
F4	LAVATORY FAUCET	"SIMPSON" ORIGINS ACTIVESENSE
F5	SHOWER	"SIMPSON" ORIGINS
WH1	INSTA-HOT	INSTANT HOT WATER HEATER (UNDER COUNTER/SINK)
WH2	WATER HEATER (SMALL)	15 GALLON ELECTRIC WATER HEATER (UNDER COUNTER)
WH3	WATER HEATER (LARGE)	30 GALLON ELECTRIC WATER HEATER
WH4	WATER HEATER (LARGE)	30 GALLON GAS WATER HEATER
TOILET ROOM ACCESSORIES		
A1	42" GRAB BAR	"BOBBICK" B-6806x42"
A2	36" GRAB BAR	"BOBBICK" B-6806x36"
A3	SHOWER GRAB BAR	"BOBBICK" B-68616. MOUNT AT +33" TO CENTERLINE OF BAR
A4	TOILET PAPER DISPENSER	"BOBBICK" B-6937
A5	TOILET PAPER/NAPKIN DISPENSER/ SEAT COVER DISPENSER COMBO	RECESSED. "BOBBICK" B-3474 & M81 / B-3574 & WOMEN PARTITION MOUNT. "BOBBICK" B-3091 / B-3092 SURFACE MOUNT (WHERE NOTED). "BOBBICK" B-30919 / B-30929
A6	NAPKIN DISPOSAL	"BOBBICK" B-270
A7	SEAT COVER DISPENSER	"BOBBICK" B-221
A8	SOAP DISPENSER	"BOBBICK" B-4112. PROVIDE FINISH BLOCKING AS REQUIRED TO ALLOW DOOR TO CLEAR ANY OBSTRUCTIONS.
A9	SOAP DISPENSER PUMP	"BOBBICK" B-822. MOUNT THRU DECK – DROP INTO SINK
A10	MIRROR	"BOBBICK" B-165 (24"x36", OR AS NOTED ON DRAWINGS)
A11	PLATE GLASS MIRROR	SEE AS NOTED ON DRAWINGS
A12	TOWEL DISPENSER	"BOBBICK" B-682
A13	TOWEL DISPENSER/WASTE RECEPTACLE	"BOBBICK" B-3674
A14	NAPKIN/TAMPON VENDOR	"BOBBICK" B-435029x2 (\$50)
A15	SHOWER SEAT	"BOBBICK" B-5171/B-5181 (VEHRY RIGHT OR LEFT HAND) MOUNT AT +19" TO TOP OF SEAT
A16	COAT HOOK	"BOBBICK" B-670. MOUNT AT +40" TO TOP OF HOOK
A17	MOP RACK/UTILITY SHELF	"BOBBICK" B-22436* (VEHRY LENGTH). MOUNT AT +60" TO TOP OF SHELF
A18	UTILITY SHELF	"BOBBICK" B-29936* (VEHRY LENGTH).
A19	MOP RACK	"BOBBICK" B-22336* (VEHRY LENGTH). MOUNT AT +60" TO CENTER OF MOP RACK.
A20	SHOWER RECEPTOR PAN	"NPRO" BIOPHISM SILD SURFACE ROLL-IN SHOWER RECEPTOR, 60"x30"
A21	SHOWER WALLS	"NPRO" PRISM SILD SURFACE SHOWER SURROUNDS-BRIGHT WHITE P9011
A22	SHOWER CURTAIN ROD	"BOBBICK" B-6107x22 (VEHRY LENGTH) SEE SHEET A501 FOR MOUNTING HEIGHT
A23	SHOWER CURTAIN ROD	"BOBBICK" B-6107x36 (VEHRY LENGTH) SEE SHEET A501 FOR MOUNTING HEIGHT
A23	COAT HOOK	"BOBBICK" B-542. SEE SHEET A501 FOR MOUNTING HEIGHT
TOILET ROOM FIXTURE & ACCESSORY SCHEDULE GENERAL NOTES		
FA1	THE ABOVE SCHEDULE IS GENERAL, AND MAY LIST FIXTURES/ACCESSORIES THAT ARE NOT REQUIRED FOR THIS PROJECT. FIXTURES & ACCESSORIES THAT ARE REQUIRED FOR THIS PROJECT ARE SPECIFICALLY CALLED OUT ON THE PLANS AND ELEVATIONS.	
FA2	FIXTURES/ACCESSORIES ARE SPECIFIED BY MANUFACTURER TO ESTABLISH A MINIMUM LEVEL OF QUALITY. EQUAL PRODUCTS BY OTHER MANUFACTURERS MAY BE SUBSTITUTED WITH THE PRIOR REVIEW OF THE ARCHITECT FOR COMPLIANCE WITH THE DESIGN STANDARDS.	
FA3	SUBMITTALS : WHERE COLORS OR FINISHES ARE NOT SHOWN IN THE SCHEDULE ABOVE, THE CONTRACTOR SHALL PROVIDE OUT SHEETS AND FINISH SAMPLES FOR THE ARCHITECT AND/OR TENANT TO SELECT FROM. ARCHITECT AND/OR TENANT SHALL REVIEW AND PROVIDE SELECTION PRIOR TO ORDERING.	
FA4	PRODUCT MANUFACTURERS SHALL WARRANT THAT THEIR PRODUCTS MEET ANY STATE, LOCAL AND FEDERAL ACCESSIBILITY GUIDELINES/REQUIREMENTS.	
FA5	MOUNT ALL FIXTURES/ACCESSORIES PER DETAILS @ A015, A017, & A018.	



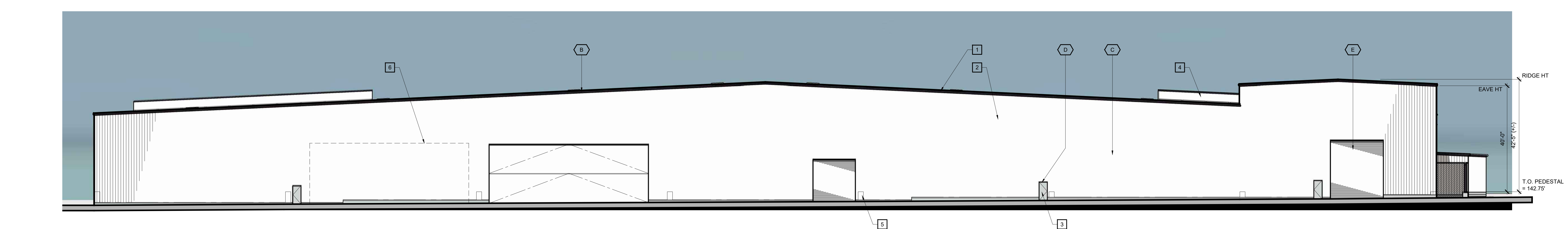
PROPOSED SOUTH
EXTERIOR ELEVATION
SCALE: 1/16"=1'-0"



PROPOSED EAST
EXTERIOR ELEVATION
SCALE: 1/16"=1'-0"



PROPOSED WEST
EXTERIOR ELEVATION
SCALE: 1/16"=1'-0"



PROPOSED NORTH
EXTERIOR ELEVATION
SCALE: 1/16"=1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 INDICATES METAL ROOF PANELS, FASCIA & GUTTER (DOWNSPOUTS NOT SHOWN FOR CLARITY)
- 2 INDICATES METAL WALL PANELS
- 3 INDICATES APPROXIMATE LOCATION OF DOORS - FINAL LOCATIONS TO BE DETERMINED W/ OWNER
- 4 INDICATES +48" MECHANICAL SCREEN W/ METAL WALL PANELS TO MATCH MAIN BUILDING WALLS
- 5 INDICATES RAISED CONCRETE CURB & PEDESTALS
- 6 INDICATES POSSIBLE FUTURE DOOR - NO BRACING ALLOWED

EXTERIOR FINISH KEY

A	PRE-ENGINEERED PBR PANEL ROOFING CONTINENTAL COATINGS, INC., 'POLAR WHITE'	Polar White
B	PRE-ENGINEERED METAL FASCIA SHERWIN - WILLIAMS, 'BLACK SWAN'	SW 6279 Black Swan
C	PRE-ENGINEERED PBR PANEL SIDING CONTINENTAL COATINGS, INC., 'POLAR WHITE'	Polar White
D	HOLLOW METAL DOOR, FRAME & MISCELLANEOUS TRIMMETALS SHERWIN - WILLIAMS, 'LAZY GRAY'	SW 6254 Lazy Gray
E	ROLL-UP DOOR & FRAME SHERWIN - WILLIAMS, 'SNOW BOUND'	SW 7004 Snowbound

NAME.: 23091.1-A401



WR&D

WALD RUHNKE & DOST

ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

PHONE: 831.649.4642

FAX: 831.649.3530

WWW.WRDARCH.COM

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JOB AVIATION

NEW METAL BUILDING SHELL

CLIENT:

JOB AVIATION

333 ENCINAL STREET

SANTA CRUZ, CA 95060

APN:

031-112-001

JOB NO.

23091.1

PRINT DATE:

1/10/24

PLOT DATE:

STAFF

DRAWN BY:

ATH

CHECKED BY:

SET ISSUED:

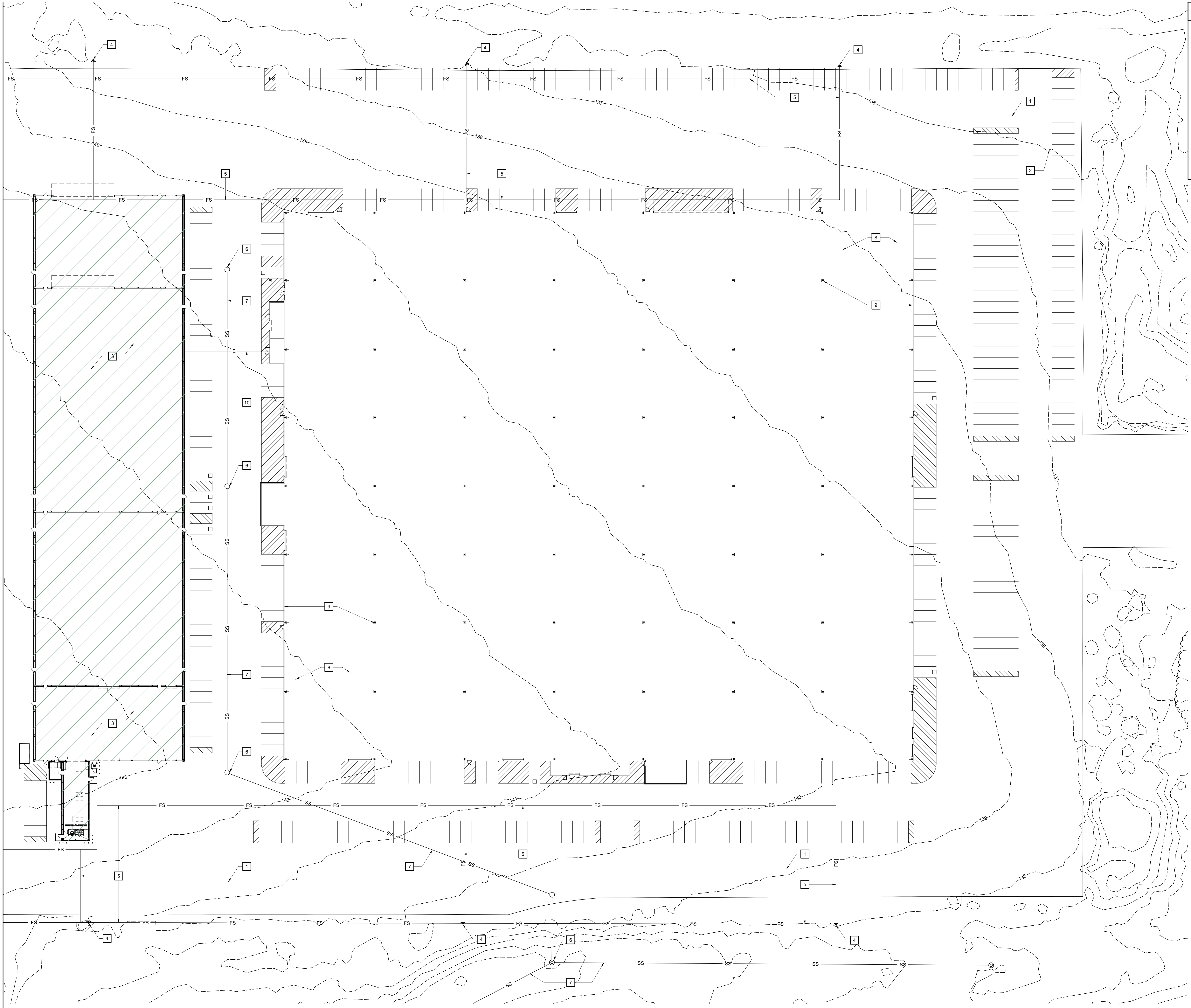
SHEET NAME:

CONCEPTUAL SITE DRAINAGE & UTILITIES PLAN

SHEET NO.:

C100

FILE NAME: 23091.1-C100



KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1

INDICATES «E» ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE

2

INDICATES «E» SITE TOPOGRAPHY - NO WORK

3

INDICATES «E» ADJACENT STRUCTURE - NO WORK & PROTECT FROM DAMAGE

4

INDICATES «E» FIRE HYDRANT TO REMAIN - NO WORK & PROTECT FROM DAMAGE

5

INDICATES «E» WATER MAIN TO REMAIN - NO WORK & PROTECT FROM DAMAGE

6

INDICATES «E» SANITARY SEWER MANHOLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE

7

INDICATES «E» SANITARY SEWER MAIN TO REMAIN - NO WORK & PROTECT FROM DAMAGE

8

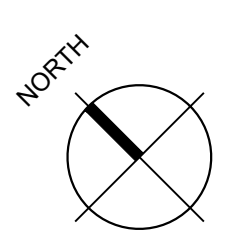
INDICATES «E» CONCRETE TARMAC TO REMAIN - NO WORK EXCEPT WHERE REQUIRED FOR (N) STRUCTURAL FOOTINGS

9

INDICATES (N) PRE-ENGINEERED METAL BUILDING (BY OTHERS)

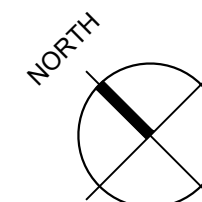
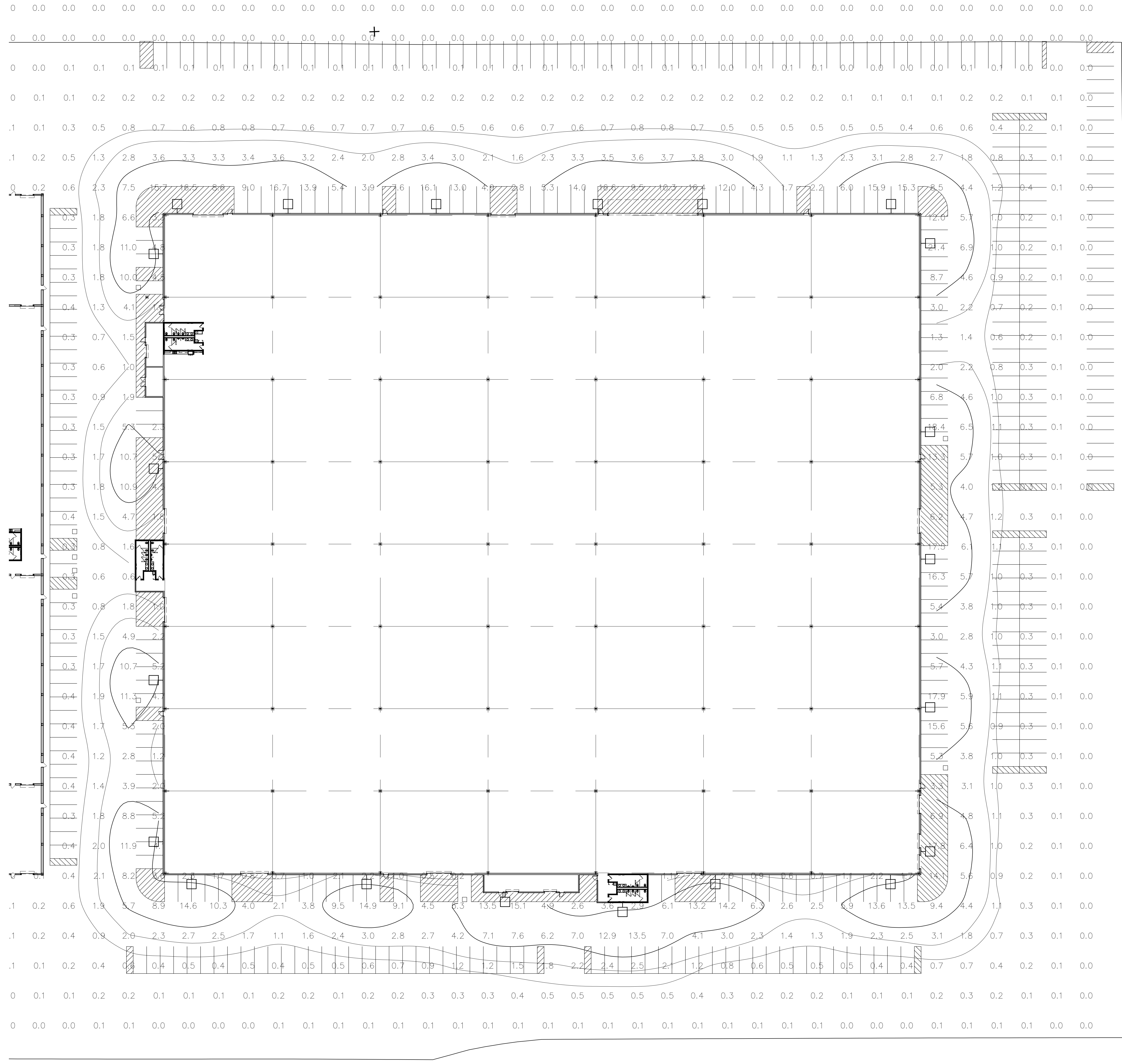
10

INDICATES (N) UNDERGROUND ELECTRICAL FEED TO BUILDING



CONCEPTUAL SITE UTILITIES & DRAINAGE PLAN

SCALE: 1"=30'-0"

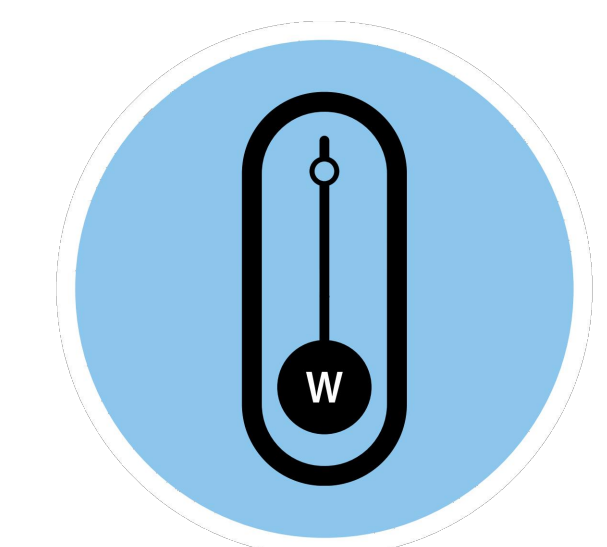


PROPOSED PHOTOMETRIC SITE PLAN
SCALE: 1"=30'-0"

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS
WP-H-1		(1) LED, 3,000K	Wall Mounted Area Light @ +16'-0"	ELECTRONIC	WALL	RAB LIGHTING INC., [A,WP]LED3T260Y/D10	120V 1P 2W

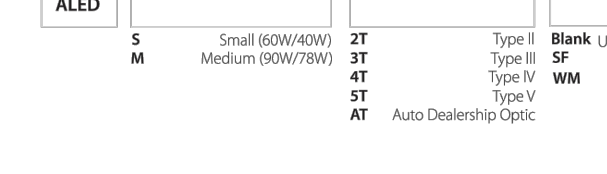
Meets Certified Wildlife Lighting Standards



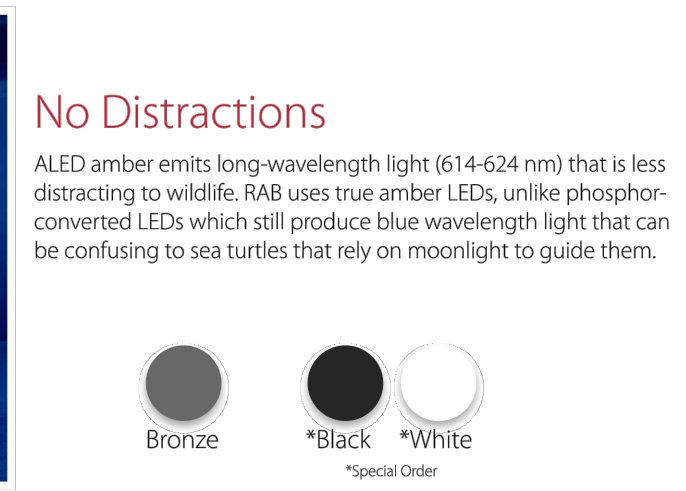
Low Output
Field-adjustable wattage lets you keep lumen output at the bare minimum for what is needed.



No Distractions
ALEDs are full cutoff* that minimize light pollution and keep light where it's needed. For even more effective protection, the ALED shield accessory can also block light on the beachside.



Fully cutoff, fully shielded
ALEDs are full cutoff* that minimize light pollution and keep light where it's needed. For even more effective protection, the ALED shield accessory can also block light on the beachside.



Ordering Matrix

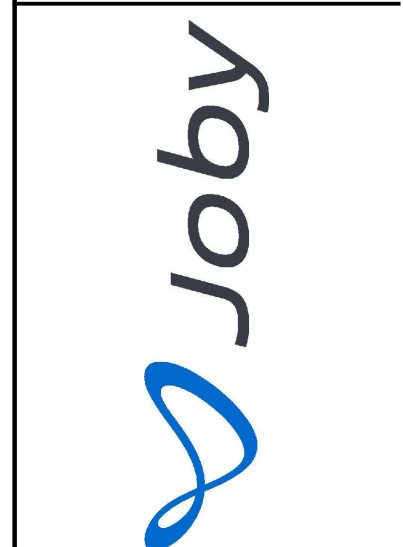
Product Family	Housing Size	Distribution	Mounting	Wavelength	Finish	Voltage	Options
ALED				VA	Blank	Blank	
S	Small (60M/40W)	2T	Type I	Blank	Amber	120-270V	Blank
M	Medium (60W/40W)	3T	Type II	Blank	White	0-10V	No Option
		4T	Type III	Blank	Black	0-10V	779L 2 Pin Twist Lock
		5T	Type IV	WM	Black	480V 0-10V	Receptacle
		6T	Type V			Dimming	
		AT	Auto Dealership Cycle				

*480V only available in Medium

*ALED models will only be full cutoff if used with the universal pole mount or wall mount.

GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	1.01
MAXIMUM FOOT-CANDLES	21.4
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	21.41 / 0.00
AVERAGE TO MINIMUM FC RATIO	1.01 / 0.00



JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
Joby Aviation
333 ENCINAL STREET
SANTA CRUZ, CA 95060

JOB NO.
23091.1
PRINT DATE:
PLOT DATE: 1/10/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME:
PROPOSED PHOTOMETRIC SITE PLAN

SHEET NO.:

PH-201

FILE NAME: 23091.1-PH-201

WR&D

WALD RUHNKE & DOST

ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

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JOBY AVIATION

NEW METAL BUILDING SHELL

CLIENT:

JOBY AVIATION

333 ENCINAL STREET

SANTA CRUZ, CA 95060

JOB NO.

23091.1

PRINT DATE:

1/23/24

PLOT DATE:

1/23/24

DRAWN BY:

STAFF

CHECKED BY:

ATH

SET ISSUED:

SHEET NAME:

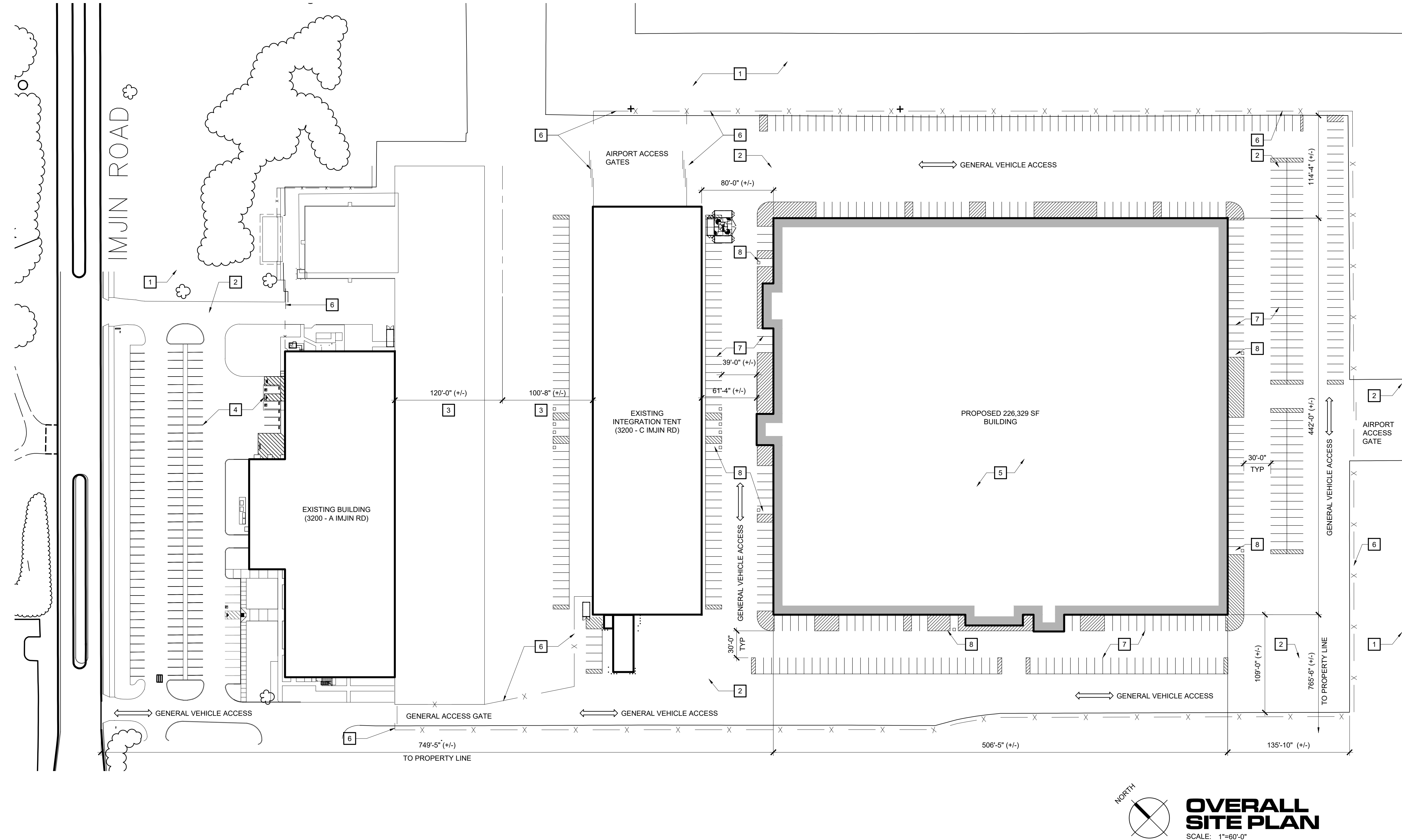
OVERALL SITE PLAN

SHEET NO.:

A100

FILE NAME:

23091.1-A100



- KEY NOTES
- THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.
- 1

INDICATES «E» LANDSCAPE AREAS TO REMAIN - NO WORK & PROTECT FROM DAMAGE
- 2

INDICATES «E» ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE
- 3

INDICATES «E» DISTANCE FROM CENTERLINE OF TAXILANE TO EXISTING ADJACENT STRUCTURES - NO WORK & PROTECT FROM DAMAGE
- 4

INDICATES «E» PAINTED PARKING STRIPING TO REMAIN - NO WORK & PROTECT FROM DAMAGE
- 5

INDICATES (N) PROPOSED BUILDING SHELL - SEE SHEET A201
- 6

INDICATES «E» CHAIN LINK FENCE & GATES (BY SEPARATE PERMIT) TO REMAIN - NO WORK & PROTECT FROM DAMAGE
- 7

INDICATES (N) PAINTED PARKING STALL STRIPING
- 8

INDICATES (N) PAINTED ACCESSIBLE PARKING STALL & STRIPING - SEE DTL 1/A110

PROPERTY INFORMATION

PROJECT ADDRESS / LOCATION

3200 Imjin Road
Marina, California 93933

ASSESSORS PARCEL NUMBER

031-112-001 031-111-037

CURRENT ZONING

Airport District A-1

OCCUPANCY

F-1 / B

CONSTRUCTION TYPE

IIB-5

TOTAL LAND AREA

12,746,226.00 sf (+/-) = 292.61 Acres (+/-) Total

TOTAL BUILDING AREA

350,580.00 sf Floor Area Ratio 2.75%

TOTAL LANDSCAPE AREA

sf Landscape Area Ratio 0.00%

TOTAL HARDSCAPE AREA

sf Hardscape Ratio Area 0.00%

TOTAL PAVEMENT AREA

sf Pavement Area Ratio 0.00%

BUILDING SIZE & PARKING REQUIREMENTS

Land Area

12,746,226.00 sf (+/-) = 292.61 Acres (+/-)

Suite

Building 507 63,919.00 sf

Suite

Integration Tent 56,756.00 sf

Suite

Big Shell Building 226,329.00 sf

Suite

Liquid Hydrogen 3,575.00 sf

Total

350,580.00 sf

Parking:

Required per Municipal Code: 684

Actual Provided Stalls:

608

Actual Ratio Provided:

0.87 / 500 sf

Req'd Stalls / SF

@ 1/ 500 = 128 140

Req'd Stalls

Provided

128

140

110

95

439

373

7

0

684

608

NORTH

OVERALL SITE PLAN

SCALE: 1"=60'-0"

RESOLUTION NO. 2024-06

CONSIDER ADOPTING A RESOLUTION OF THE PLANNING COMMISSION FOR THE SITE AND ARCHITECTURAL DESIGN REVIEW APPLICATION NO. SAD23-008 FOR A 226,329 SQUARE FEET PRE-ENGINEERED METAL BUILDING SHELL AT 3200 IMJIN ROAD AS PART OF THE JOBY AVIATION PROJECT AT THE MARINA AIRPORT. THE PROJECT IS CONSISTENT WITH THE 2020 INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (SCH #2020010127) FOR THE JOBY AVIATION MANUFACTURING FACILITY PROJECT.

WHEREAS, on February 27, 2020, the Marina Planning Commission adopted Resolution No. 2020-02 approving a Mitigated Negative Declaration and Resolution No. 2020-03 approving a Design Review permit (DR 2019-27) for a new 580,000 square foot aviation manufacturing building on the Marina Airport at 3200 Imjin Road;

WHEREAS, on October 5, 2023, Joby Aviation submitted an application for a Design Review Permit for a metal building shell as part of the Joby Aviation project in the Marina Airport at 3200 Imjin Road (APN: 031-112-001). The plan set is **Exhibit C** of the Draft Resolution.

WHEREAS, the metal building will provide building space for aviation manufacturing, storage, and training, with supportive shipping and receiving for Joby aviation.

WHEREAS, as required by Title 17 of the Marina Municipal Code (MMC), the General Plan, and the adopted Design Guidelines and Standards, approval of the proposed project is subject to findings which are referenced and incorporated herein as **Exhibit A**;

WHEREAS, the proposed project is further subject to conditions of approval which are referenced and incorporated herein as **Exhibit B**;

WHEREAS, the proposed project shall be consistent with the approved plans that are attached as part of the Specific Plan in **Exhibit C**;

WHEREAS, the City of Marina Planning Division determined that this project is consistent with the approved 2020 Mitigated Negative Declaration (SCH #2020010127) for the Joby Aviation Manufacturing Facility Project; and

WHEREAS, at the regular meeting of the Planning Commission on February 22, 2024, the Planning Commission conducted a duly noticed public hearing, received public comment, and deliberated on the project.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Marina does hereby approve the Site and Architectural Design Review Application No. SAD23-008 for a 226,329 square foot metal building shell at 3200 Imjin Road (APN: 031-111-037) as part of the Joby Aviation project at the Marina Airport as proposed, subject to Exhibit A - Findings, Exhibit B - Conditions, and Exhibit C - Plan Set attached hereto.

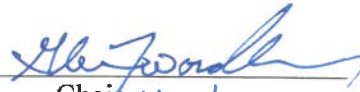
PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 22nd day of February 2024, by the following vote:

AYES, COMMISSIONERS: Woodson, St. John, Hur, Walton, Jacobsen

NOES, COMMISSIONERS: None

ABSENT, COMMISSIONERS: Rana

ABSTAIN, COMMISSIONERS: None


Chair, Woodson

ATTEST:

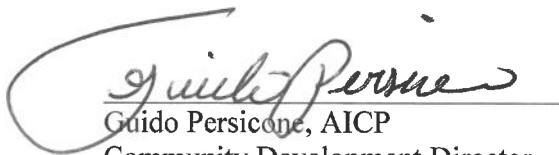

Guido Persicone, AICP
Community Development Director
City of Marina

EXHIBIT A

FINDINGS

Staff makes the following Findings for the Site and Architectural Design Review Permit for the proposed Joby 226,329 sq. ft. shell building at 3200 Imjin Road:

General Plan Compliance

1) General Plan Goal 4.2.5

“For development projects proposed at, or in near proximity to, Marina Municipal Airport, consideration shall be given to the City’s Design Guidelines to accommodate safe airport operations, airport land use compatibility, and all appropriate FAA regulations, policies, and procedures. Such guidance and regulations address, but are not limited to, lighting, signage, landscaping, building and roadway setbacks, etc.”

Evidence: The proposed project will accommodate safe airport operations and have airport land use compatibility with the following findings:

- FAA regulations: the proposed project is consistent with the FAA regulations, policies, and procedures for light, height, and type of use.
- Lighting: the proposed photometric site plan shows that at the edge of the site there will be 0.1 or fewer foot-candles. Therefore, there will be negligible to no off-site glare.
- Signage will be a deferred submittal and be fully consistent with the Airport’s sign standards.
- Landscaping is consistent with the Airport’s landscaping standards.
- Building and roadway setbacks are fully consistent with the Airport’s A-1 Zoning as described below.

Section 3.4 of the Guide for Development and the Marina Municipal Code specifies specific parking requirements for the proposed use of the building. The Planning Commission will consider a request from the applicant to reduce the parking for the site.

Chapter 4 of the Guide for Development – Colors and Materials – dictates:

“Use of metal or metal-appearing surfaces for walls and roofs are encouraged for buildings employing hangar type building forms. These metal surfaces may be unpainted, painted or enamel finishes. A variety of earth colors or at least two colors and/or super graphics should be used for painting enameled surfaces. The exterior surfaces of walls and roofs of metal clad buildings should have consistent finishes. All exterior surfaces and interior surfaces subject to unheated and unconditioned air from outside the building shall be resistant to rust.”

Evidence: The proposed paint brands are Continental Coatings, Inc., and Sherwin-Williams. The roofing will be ‘Polar White,’ the pre-engineered metal fascia will be ‘Black Swan,’ the Pre-engineered PBR panel siding will be painted ‘Polar White,’ the doors, doorframes and miscellaneous trims will be painted ‘Lazy Gray,’ and the roll-up doors will be painted ‘Snow

Bound.’ The proposed colors and materials are consistent with airport related structures and aesthetics.

Airport Master Plan Compliance

Zoning Ordinance Development Standards

The “A” or “Airport District” zoning designation development standards, Table 2, details development standards for each Zone (A-1, A-2, and A-3) within the Airport. The proposed project is in Zone A-1:

Table 2

Development Standards								
Zone	FAR¹	Height (ft.)²	Minimum Parcel Size (sq. ft.)	Minimum Parcel Width (ft.)	Front Setback (ft)⁵	Side Setback (ft)	Rear Setback (ft)³	Common Open Space
A-1 (See Gen. Note)	7	56	5,000 within aviation fence, 15,000 outside fence	100	10	10 or 0 ⁶	10	na
A-2	.5	56	15,000	120	20 ⁴	10	10 or 0 ⁷	6%
A-3	.6	56	40,000	160	20	10	15	6%

General Note

In Zone A-1, no setbacks or minimum parcel widths are required within individual lease parcels inside the aviation operations area inside the aviation fence area.

As mentioned above, the project is located within the A-1 airport zone, will be on a leased parcel, and within the aviation fence area there are no required setbacks on the front, north side and rear or minimum parcel widths. However, the southern lease line must be setback at least ten feet. The building is set back 749.5 feet from the front property line. The A-1 zone has a 56-foot height limit. The proposed structure will be approximately 42’-5” to the top of the building and may include mechanical structures above this height in the future that will be compliant with the height restriction.

Federal Aviation Administration (FAA) Compliance

The tarmac areas are designated for aviation development in the current Marina Municipal Airport Land Use Compatibility Plan (ALUCP) and are considered by the Federal Aviation Administration (FAA) to be “improved” aviation land that must be reserved for aviation uses (County of Monterey Airport Land Use Commission, 2019). Development of the project would change the land from open tarmac to aviation uses, which complies with the ALUCP and Airport Master Plan (page 6 of the 2020 MND).

Community Design Guidelines Compliance

1. *Be unsightly, undesirable, or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City.*

Evidence: The proposed project's architectural style and materials are consistent with other buildings at the airport.

2. *Impair the desirability of tenancy or investment or occupation in the City.*

Evidence: The proposed Joby shell building will bring jobs and investment to the City of Marina.

3. *Limit the opportunity to obtain the optimum use and value of the land and improvements.*

Evidence: The proposed project improves the value of the airport by bringing investment and commerce to the City-owned property.

4. *Impair the desirability of tenancy or conditions on or adjacent to the subject site.*

Evidence: The proposed project improves the desirability of the airport and adjoining areas by bringing additional aviation type uses to the airport.

5. *Otherwise adversely affects the general welfare of the community.*

Evidence: The proposed project will not adversely affect the general welfare of the community in that it is further developing the airport with an aviation related use.

EXHIBIT B

CONDITIONS OF APPROVAL

1. Approved Use – The permittee shall execute, construct, and operate the project in accordance with the approved application materials and plans received January 29, 2024, as amended by the following conditions of approval. Any deviation from approvals including reducing the size or within the same parcel adding up to 10,000 square feet at a time may be approved at the staff level. The Community Development Director may at their discretion require separate approval from the Planning Commission or the City Council and/or further environmental review.
2. Effective Date, Expiration, and Extensions – This approval shall become effective immediately after the final action of the City Council, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70 in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire **one (1) year** from the final approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time stated above for obtaining necessary permits for construction and/or commencement of authorized activities is automatically extended for the duration of the litigation.
3. Compliance with Other Requirements – The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.
4. Modifications – Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by the Community Development Director or their designee. Major revisions may require review and approval by the original approving body or a new independent permit.
5. Compliance with Conditions of Approval – The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

6. Indemnification – To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney’s fees, incurred by the City or held to be the liability of the City in connection with the City’s defense of its actions in any proceeding brought in any state or federal court challenging the City’s actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City’s actions with respect to the project.
7. Record Retention – The permittee shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the project, including but not limited to conditions of approval, approved plans, and resolutions. In the event the City cannot locate full and complete permits or other regulatory approvals in its official records, and the permittee fails to retain full and complete permits or other regulatory approvals, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permittee.
8. Violation of Code – Any person who does any work or uses, occupies or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.
9. Site Maintenance – The project site shall be kept in a blight- and nuisance-free condition, and healthy and well-kept landscaping shall be continuously maintained. Any existing blight or nuisance shall be abated within **thirty days (30)** of approval.
10. Lighting – Exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties, or the airports runway and other uses. Applicant to provide color temperature and lumens for all exterior light fixtures prior to issuance of a building permit. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance.
11. Waste Receptacles – No storage of trash, recycling, or food waste receptacles shall be permitted within the public right-of-way. Receptacles shall be stored on site and screened from the public view. The permittee shall ensure that the requirements of Marina Municipal Code (MMC) Chapter 8.04 pertaining to recycling and solid waste disposal are met.
12. Grading Permit – Grading work disturbing at least 50 cubic yards or 2,500 square feet of a property within the City requires a grading permit meeting all requirements of Marina Municipal Code (MMC) Section 8.46.130 regarding stormwater retention. The permittee shall secure a grading permit before beginning grading work.
13. Stormwater Retention – Any development or redevelopment of a property will require on-site retention of stormwater per Marina Municipal Code (MMC) Section 16.06.150. Retention conditions shall meet the requirements of MMC Section 8.46.130(F). Maintenance on all stormwater retention systems shall meet the requirements of MMC Section 8.46.130(H).

14. Site Stormwater Retention – Stormwater runoff from the buildings shall be retained on-site using underground or above-ground retention systems.
15. Stormwater Treatment – Parking Lot catch basins shall incorporate pre-treatment devices to capture and treat stormwater prior to entering the retention system. Devices shall meet the requirements of MMC 8.46 and the Central Coast Regional Water Quality Control Board.
16. Traffic Control Plan – If temporary closure of Imjin Road or other public right-of-way is required for construction and/or staging, the permittee shall apply and receive an encroachment permit from the Public Works Department, which includes a Traffic Control Plan to be approved by the City Engineer.
17. Archaeology and Inadvertent Discovery – When human remains or other cultural artifacts are exposed, California Health and Safety Code §7050.5 requires that no further excavation or disturbance occurs in the area and that the County of Monterey Coroner is called to verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission (NAHC) if the remains are known or thought to be Native American. The NAHC selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work must halt within a 50-yard radius of the discovery until an osteologist can examine the remains and a treatment plan for the remains has been provided to the satisfaction of the MLD.
18. Fire Flow – Prior to issuance of a Building Permit, the applicant is required to demonstrate adequate fire flow, pressure, and volume to the satisfaction of the Fire Department.
19. Parking – If the number of employees reaches 140 or more for the proposed use for the site (aviation manufacturing and storage), then the lease holder shall collaborate with the Community Development Department to increase the number of parking spaces up to a maximum of 290 parking spaces total.
20. Site Plan – The architect shall provide an updated site plan that shows 160 parking spaces prior to issuance of a building permit.
21. Impact Fees – The lease holder (Joby Aviation, Inc.) agrees to cover consulting fees associated with the proposal dated January 30, 2024, and titled 'Proposal – Joby Aviation Trip Generation' by Kimley Horn prior to issuance of a building permit. The proposal will provide two technical studies that will help to calculate impact fees for the proposed 226,329 square foot building. Further, Joby Aviation, Inc. shall pay the impact fees prior to building permit final.

22. Permit Authorization and Signature – The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.

- a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the [Insert Project Description].
- b. I understand and agree to implement all conditions throughout the duration of the project.
- c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Permittee's Name: _____

Permittee's Signature: _____ Date: _____

- d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Property Owner's Name: _____

Property Owner's Signature: _____ Date: _____

EXHIBIT C

Plan Set
(On Separate Sheet)

MARINA MUNICIPAL AIRPORT

FIRST AMENDMENT TO GROUND LEASE

THE CITY OF MARINA

AND

JOBY AERO, INC.

Recording Requested by and)
 When recorded mail to:)
 City Clerk)
 City of Marina)
 811 Hillcrest Avenue)
 Marina, California 93933)
)
 APN: 031-112-001-000, a portion)
 _____)

THIS FIRST AMENDMENT TO GROUND LEASE (“First Amendment”) is made and entered into effective as of this ____ day of June 2024 (“Effective Date”), by and between the CITY OF MARINA, a California charter city (“City”), and JOBY AERO, INC. a Delaware corporation authorized and registered to do business in California (“Lessee” or “Tenant”). City and Lessee are hereinafter collectively referred to as the “Parties”, and each a “Party”.

Recitals:

This First Amendment is entered into with reference to the following facts and circumstances, which are hereby found and determined by the Parties:

- A. On February 16, 2020, the Parties entered into that certain Ground Lease with Options (“Original Lease”), whereby Lessee agreed to lease from City and City agreed to lease to Lessee approximately 217,800 square feet ($\pm$ 5 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor’s Parcel Number 031-112-001-000, as described and delineated on Exhibit “A” to the Original Lease (“Original Premises”).
- B. Lessee has requested to expand the Original Premises to add additional square footage of approximately 381,331 (approximately 8.75 acres), as further described in Attachment 1 to this First Amendment for a total area of 599,131 (approximately 13.75 acres) (“Premises” as hereinafter defined by this First Amendment). Additionally, the Parties have agreed to revise certain terms and conditions as set forth in this First Amendment. Lessee plans to improve the Premises, as more particularly described herein on the timeline set forth in Attachment 2 to this First Amendment.
- C. Capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the Original Lease.

Terms and Conditions:

The above recitals are true, correct, and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this First Amendment and to amend the Original Lease effective as of the Effective Date as follows:

1. Section 1.2 of the Original Lease is hereby deleted in its entirety and replaced with the following:

1.2 Lessee: JOBY AERO, INC. Address for notice: 333 Encinal Street, Santa Cruz, California 95060.

2. Section 1.3 of the Original Lease is hereby deleted in its entirety and replaced with the following:

1.3 Premises.

From the Commencement Date and until the First Amendment Effective Date, the "Premises" means that approximately 217,800 square feet ($\pm$ 5 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor's Parcel Number 031-112-001-000, as described and delineated on Exhibit "A" (DESCRIPTION AND PLAT OF THE PREMISES) attached hereto, and located within the Aviation-related zone at Marina Municipal Airport, in Marina, California 93933. From the First Amendment Effective Date, the "Premises" means that approximately 599,131 square feet ($\pm$ 13.75 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor's Parcel Number 031-112-001-000, as described and delineated on Exhibit "A-2" (DESCRIPTION AND PLAT OF THE PREMISES) attached hereto, and located within the Aviation-related zone at Marina Municipal Airport, in Marina, California 93933.

3. Section 1.7 (Term) of the Original Lease is hereby deleted in its entirety and replaced with the following:

1.7 Term. The term ("Term") of this Lease shall be forty (40) years, commencing on the Commencement Date and expiring at 11:59 p.m. on the day which is the day before the anniversary of the Commencement Date which is forty (40) years following the Commencement Date, unless sooner terminated as provided in this Lease.

4. Section 1.14 (Definitions) is hereby modified to add the following definitions in the appropriate alphabetical order and, consequently, by re-lettering all clause references as necessary:

"First Amendment Effective Date" means June [], 2024.

"First Amendment Improvements" means a pre-engineered metal building structure of 226,000 square feet, more or less to be constructed on the Premises in the amount of not less than ten million dollars (\$10,000,000) to be constructed within 60 months of the First Amendment Effective Date.

“Premises” has the meaning set forth in Section 1.3.

Section 1.14(i) is hereby amended and restated in its entirety as follows:

“Improvement” means the Required Improvements and the First Amendment Improvements.

5. Each reference in the Original Lease (excluding the reference in Section 1.14(j)) to “Option No. 1 Improvements” is hereby replaced with “First Amendment Improvements”.
6. Section 2.7 (Conditional Options to Expand Leasehold) in the Original Lease, including subsections 2.7.1 through 2.7.7, are hereby deleted in their entirety.
7. Section 3.1 (Term) in the Original Lease is hereby deleted in its entirety and replaced with the following:

3.1 Term: Definitions. This Lease shall not take effect until the “Commencement Date,” which is defined as the date this Lease is fully executed by each of the Parties. Subject to approval of this Lease by the City Council, the term (“Term”) of this Lease shall be forty (40) years, commencing on the Commencement Date and expiring at 11:59 p.m. on the day which is the day before the anniversary of the Commencement Date which is forty (40) years following the Commencement Date, unless sooner terminated or extended as provided in this Lease. Except as otherwise specifically stated in this Lease or in any subsequent amendments hereto, the terms and conditions of this Lease shall remain in effect following any extension, renewal or holdover of the original Term.

8. Section 4.1(a) (Base Monthly Rent) of the Original Lease is hereby deleted in its entirety and replaced with the following:

(a) (i) Base Monthly Rent shall accrue and be payable starting on the Commencement Date of the Original Lease. Base Monthly Rent shall be payable by Lessee to City in accordance with the terms and provisions of this Lease. For that period of this Lease commencing with the Commencement Date and ending on the First Amendment Effective Date, subject to rental adjustment(s) as provided, Lessee shall pay to City the sum of Six Thousand Five Hundred and Thirty-Four Dollars (\$6,534.00) as initial Base Monthly Rent. At the Commencement Date, this sum is calculated as follows:

$$217,800 \text{ sq. ft. } (\pm 5 \text{ acres}) @ \$0.03 \text{ per sq. ft.} = \$6,534$$

(ii) Commencing on the First Amendment Effective Date, Base Monthly Rent shall be modified to increase the square footage calculated in the Lease. For that period of this Lease commencing with the First Amendment Effective Date, subject to rental adjustment(s) as provided, Lessee shall pay to City the sum of Nineteen Thousand Seven Hundred and Seventy-One Dollars (\$19,771) as Base Monthly Rent. At the First Amendment Effective Date, this sum is calculated as follows:

$$599,131 \text{ sq. ft. } @ \$0.033 \text{ per sq. ft.} = \$19,771.32$$

9. Section 4.1(b) of the Original Lease is hereby deleted in its entirety and replaced with the following:

The Base Monthly Rent as set forth in Section 4.1(a) of this First Amendment shall be adjusted annually beginning on the anniversary of the First Amendment Effective Date at the rate of 2.5 % (percent).

10. Section 4.2 (Option Consideration) of the Original Lease is hereby deleted in its entirety and replaced with the following:

Section 4.2 (Reserved.)

11. Section 10.1.1 (Qualifying Capital Improvement Cost Requirements) of the Original Lease is hereby deleted in its entirety and replaced with the following:

Subject to Lessee executing the First Amendment to the Original Lease, Lessee is required to expend, account for, and certify the expenditure of no less than eleven million five-hundred thousand Dollars (\$11,500,000) ("Qualifying Capital Improvement Costs Requirements") for the construction, collectively, of the Improvements consisting of the improvements to be constructed within the timelines set forth in the Original Lease and the First Amendment. City and Lessee further agree that in the event Lessee has failed to meet or exceed said \$11,500,000 in expenditures within the timelines set forth herein, Lessee shall be deemed in default, and this Lease may be terminated by City in accordance with Article 16 (DEFAULTS BY LESSEE; CITY'S REMEDIES) below. Notwithstanding the foregoing, that if Lessee provides reasonable evidence to City that Lessee is actively pursuing efforts to meet the Qualifying Capital Improvement Cost Requirements, then City shall extend such period set forth herein for such period(s) as may be reasonably necessary for Lessee to complete the construction of the Improvements, provided such extended period shall not exceed two (2) years.

12. Section 11.1 (Responsibility for Payment of Taxes and Assessments) of the Original Lease is hereby deleted in its entirety and replaced with the following:

City shall not be obligated to pay any taxes or assessments on the Premises or any interest of Lessee therein accruing before or during the Term, or any extension thereof as a result of Lessee's use, occupancy or improvement of the Premises; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

13. Exhibits. The following drawings, descriptions and special provisions are attached hereto as Exhibits and made a part of the Lease:

- a. Attachment 1 to this First Amendment will be added as "Exhibit A-2" after Exhibit A to the Original Lease.

- b. Attachment 2 to this First Amendment, which describes the project milestones will be added as "Exhibit G" to the Original Lease.
 - c. Attachment 3 to this First Amendment will be added as "Exhibit F-2" to the Original Lease.
14. Integration. This First Amendment and the Original Lease represent the entire agreement concerning this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties and negotiations between the Parties about the subject matter of this First Amendment and the Original Lease merge into this First Amendment and the Original Lease and are referred to as the "Lease".
15. Counterparts. This First Amendment may be executed in any number of counterparts and all of the counterparts taken together shall be deemed to constitute one and the same instrument.
16. Authority. Each individual executing this First Amendment represents and warrants that they are duly authorized to execute and deliver this First Amendment and that this First Amendment is binding in accordance with its terms.
17. Memorandum of Lease. Upon the execution of this First Amendment, City and Lessee shall execute and record a Memorandum of Lease Amendment (the "Memorandum of Lease amendment"), at City's sole cost and expense, in the form attached hereto as Attachment 3.

Except as provided above, the Original Lease is in all other respects in full force and effect.

IN WITNESS WHEREOF, City and Lessee have duly executed this Lease Amendment as of the day and year first above written.

LESSEE: JOBY AERO, INC.

By _____

Print Name: JoeBen Bevirt

Print Title: Chief Executive Officer

Date: _____

LESSOR: CITY OF MARINA, a California charter city

By _____
City Manager

Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

BY _____
René Alejandro Ortega
City Attorney

ATTEST (Resolution No. _____)

DEPUTY CITY CLERK

BY _____

Attachment 1

EXHIBIT A-2

DESCRIPTION AND PLAT OF THE PREMISES

EXHIBIT A**Lease Area Legal Description**

Situated in the County of Monterey, State of California.

Being a portion of Parcel 1 of the lands granted to the City of Marina by that certain Quitclaim Deed for Surplus Airport Property, recorded in Reel 3272 at Page 696 of the Official Records of Monterey County, as said Parcel 1 is shown on that certain Record of Survey map filed in Volume 19 of Survey Maps at Page 20 of the Monterey County Records, and as said Parcel 1 was subdivided by that certain Official Map entitled "Creation of Marina Municipal Airport Parcels Within a Portion of Parcel 1", recorded in Volume 19 of City and Towns at Page 22 of the Monterey County Records.

Commencing at a 3/4" iron pipe, tagged R.C.E. 25136 located at the most easterly common corner of Parcel 2 and Parcel 3 as said Parcel 2 and Parcel 3 are shown on the aforementioned Official Map. Thence from said Point of Commencement, South 34°20' West along the southeasterly line of said Parcel 2, 623.00 feet to a lead plug and tag, R.C.E. 25136, located at the most southerly corner of said Parcel 2; Thence leaving said Parcel 2, South 34°20' West 30.00 feet to the most easterly corner of Parcel 1, as said Parcel 1 is shown on the aforementioned Official Map, and said corner being the True Point of Beginning.

Thence from said True Point of Beginning and leaving said easterly corner of Parcel 1, along the southeasterly line of A Street, as said street is shown on said Official Map, North 34°20' East 26.50 feet to a point on the said southeasterly line of A Street;

Thence leaving said line of A street, South 55°40' East 39.43 feet to a point;

Thence South 67°49'54" East 94.51 feet to a point;

Thence North 34°20' East 637.95 feet to a point;

Thence South 55°40' East 896.00 feet to a point;

Thence South 34°20' West 684.37 feet to a point;

Thence North 55°40' West 1000.82 feet to the True Point of Beginning.

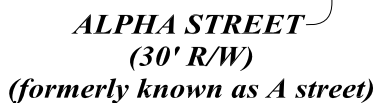
The above description encloses an area of 599,131 square feet or 13.75 acres, more or less.

End of description.

A.P.N. 031-111-037 (portion)

Prepared by Paul J. Hanagan, LS 7797.



- Found 3/4" iron pipe, RCE 25136.
- ⊗ Found lead plug and tag, RCE 25136.

Basis of Bearings

The basis of bearings for this map is N 34°20' E as established between found monuments per that certain map filled in Volume 19 of City and Towns at Page 21 of the Monterey County Records.

LEASE AREA EXHIBIT
FOR

Joby Aviation

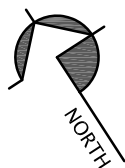
Being a portion of the lands conveyed to the City of Marina, within the County of Monterey, conveyed by that certain Quitclaim Deed for Surplus Airport Property, recorded in Reel 3272 at Page 969 of the Official Records of Monterey County

February, 2024 APN 031-111-037 (Portion)
Scale: 1" = 200'

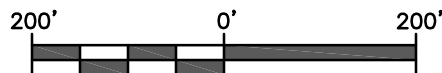
HANAGAN LAND SURVEYING

305-C SOQUEL AVE.,
SANTA CRUZ, CA 95062
PHONE 831-469-3428

Job # 24011 Page 2. of 2 Pages.



GRAPHIC SCALE



1 INCH = 200 FEET



Attachment 2

PROJECT MILESTONES

The following shows an indicative timeline of key milestones:

- Final drawings for building permits submitted to the City of Marina by July 18, 2024.
- Site work to commence by August 18, 2024, subject to the necessary permit approvals by the City of Marina.
- Substantial completion of Project by October 1, 2025.
- Final inspection of the Project by December 1, 2025.

Attachment 3

EXHIBIT “F-2”

MEMORANDUM OF LEASE

**WHEN RECORDED RETURN
TO:**

City of Marina

211 Hillcrest Avenue

Marina, CA 93933

Attn: Deputy City Clerk

APN: 031-112-001-000, a portion

SPACE ABOVE THIS LINE FOR RECORDER’S USE**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is entered into as of June __, 2024, by and between CITY OF MARINA, a California municipal corporation (the “City”), and JOBY AERO, INC., a corporation of the State of Delaware registered to do business in California (“Joby”).

WHEREAS, the City and Joby entered into that certain Lease dated February 16, 2020 (the “Original Lease”), as amended by that certain First Amendment to Ground Lease dated June __, 2024 (as amended, the “Lease”) relating to that certain real property consisting of a portion of APN031-132-001-000 , in Monterey County, California, and as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference (the “Premises”), and

WHEREAS, the City and Joby wish to memorialize of record the existence of the Lease, and certain specific terms thereof.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the parties agree as follows:

1. The City and Joby are parties to the Lease pursuant to which the City has demised and leased the Premises to Joby, for an initial term of forty (40) years, which shall commence on February 16, 2020.

2. Reference is made to the Lease for a full statement of the terms and conditions of the Lease, all of which are hereby incorporated by reference.

3. Nothing in this Memorandum shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

4. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first written.

THE CITY:

CITY OF MARINA,
a California municipal corporation

By: _____

Attest:

By: _____

Approved as to Form:

By: _____
City Attorney

JOBY AERO, INC:
a Delaware corporation

By: _____
JoeBen Bevert, Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 _____)SS
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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 _____ Affix appropriate seal above

June 14, 2024

Item No: **13d**

Honorable Mayor and Members
of the Marina City Council/Airport Commission

City Council Meeting
of June 18, 2024

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION OF THE CITY OF MARINA APPROVING AN AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC INCREASING THE LEASE AREA FROM 5 ACRES TO APPROXIMATELY 13.75 ACRES LOCATED AT 3200-C IMJIN ROAD AND MAKING OTHER MODIFICATIONS TO THE LEASE INCLUDING INCREASING THE TERM FROM 30 YEARS TO 40 YEARS, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER/AIRPORT MANAGER TO EXECUTE SUCH AMENDMENT TO LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO MAKING MINOR ADMINISTRATIVE MODIFICATIONS AND FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

REQUEST:

It is requested that the City Council/Airport Commission consider:

1. Adopting Resolution No. 2024-, approving an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020, increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to make minor administrative modifications and execute the amendment to Ground Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

On December 17, 2019, the City of Marina City Council approved a ground lease agreement with Joby Aero, Inc. (“Ground Lease”) for a 217,800 square feet (± 5 gross acres) lease area for the construction of a 55,200 square foot fabric covered industrial structure (“Tent Structure”) with two options on a developed portion of the south tarmac of the Marina Municipal Airport :

- Option Area No. 1. an additional 566,280 square feet (±13 acres)
- Option Area No. 2. an additional 522,720 square feet (± 12 acres); and

Following the Ground Lease, Joby pursued approval of a 580,000 s.f. aviation manufacturing building to be constructed in the option area. That proposal was approved by the Planning Commission on February 27, 2020.

ANALYSIS:

In lieu of the options set forth above, Joby revised its plans and on October 5, 2023, applied for a Design Review Permit for a pre-engineered metal building that will contain a training area, a shipping and receiving area and aviation related manufacturing, and storage area. The proposed 226,329 square feet (sf) building shell would be placed approximately 749 feet from Imjin Road, behind the existing manufacturing building, and approximately 61 feet from the existing Tent Structure (“EXHIBIT A”).

On February 12, 2024, the Planning Commission approved Resolution No. 2024-06 for Site and Architectural Design Review Application No. SAD23-008 for a 226,329-sf metal building subject to

findings, conditions of approval as well as finding that the project was consistent with the adopted 2020 Mitigated Negative Declaration (SCH #2020010127) (**“EXHIBIT B”**).

The parties now seek to amend the Ground Lease to increase lease area from the original five acres to approximately 13.75 acres to accommodate the new pre-engineered metal building (**“Exhibit C”**). In addition to amending the Ground Lease to increase the lease area, the lease is also being amended as follows:

- Rent: increase from \$0.03/sq.ft. to \$0.033 sq.ft.; currently, \$6,534 per month or \$78,408 annually to \$19,771.32 per month or \$237,255.84 annually based on the new rent and lease area;
- Term: increase term from 30 years to 40 years;
- Annual rent adjustment: rent is currently adjusted every 3 years from a formula that involves the 3-year average of the Consumer Price Index to a more straightforward and simple annual adjustment of 2.5%.

Use of the proposed structure will include: Aeronautical use in connection with the business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and at all times for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the “aeronautical uses” established by the Federal Aviation Administration.

COUNCIL PRIORITIES

At the March 2019 City Council retreat, the council identified a number of priorities. This item addresses one of the established priorities.

FISCAL IMPACT:

Should the City Council approve this request, anticipated annual rent revenue to the airport will increase from \$78,408 to \$309,240 annually with increasing annual adjustments of 2.5%. Building lease rent revenue is recorded to FY 2023-24/2024-2025 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council/Airport Commission consideration and approval.

Respectfully submitted,

Layne Long
City Manager/Airport Manager
City of Marina

René Alejandro Ortega
City Attorney
City of Marina