

City of Pittsburgh Planning Commission Agenda

July 25, 2017

**City Hall Council Chamber
65 Civic Avenue, Pittsburgh, CA 94565**

**Regular Meeting
7:00 P.M.**

Planning Commission Members

**Mark Gargalikis, Chair
James Coniglio, Vice Chair
Wolfgang Croskey, Commissioner
Oliver Guerrero, Commissioner
Elissa Robinson, Commissioner
Durie Foster, Commissioner
Jeremy Ward, Commissioner**

Any member of the public who wishes to address the Commission should complete a Speaker's Card, available on the public counter below the dais. Please note on the card the agenda item number, or, for items not listed on this agenda, a brief description of the issue on which you would like to address the Commission. Give the completed form to the Minutes Clerk or a staff member, who will give the card to the Commission Chair. The Chair will invite the speaker(s) to the podium at the appropriate time during the meeting. Each individual will be given three minutes to address the Commission, unless additional time is allowed as provided for spokespersons. Prior to speaking, each speaker is requested to state his or her name and business and city of residence in a clear and audible tone of voice. For items listed under the "Public Hearings" or "Commission Consideration" portions of this agenda, the public hearing or public comment period will follow a brief presentation on the item by Planning Department staff and/or the project applicant.

A decision by the Planning Commission is not final until the appeal period expires 10 calendar days after the date the decision occurred. The applicant, City Council member(s), City Manager, or any affected person may appeal the denial, approval, recommendation, or any condition of approval of an item within the 10-day appeal period. A completed appeal form and the applicable filing fee must be filed with the City Planner, 65 Civic Avenue, Pittsburgh. The appeal form must include the name and address of the appellant and state the reasons for the appeal. The appeal will be set for City Council consideration and appropriate public notification given.

The Commission requests that you refrain from disruptive conduct during the meeting and that you observe the order and decorum of the Council Chamber. Please turn off or set to vibrate all cellular phones, and refrain from making personal, impertinent or slanderous remarks. Boisterous or disruptive behavior while the Commission is in session, and the display of signs in a manner that violates the rights of others or prevents others from watching or fully participating in the Planning Commission meeting is considered counterproductive and will not be tolerated, and the Commission Chair can order any person who engages in such conduct to leave the Council Chamber.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

DELETIONS, WITHDRAWALS OR CONTINUANCES

COMMENTS FROM THE AUDIENCE

PRESENTATIONS

CONSENT

(All items listed under the "Consent" portion of the agenda are considered routine and are adopted under one motion. Any item appearing as a Consent item on this agenda will be considered separately only upon request from a member of the Planning Commission, staff or public.)

1. Minutes

Meeting Minutes of July 11, 2017

PUBLIC HEARINGS

2. The Waterfront Grill and Cafe, AP-17-1251 (UP).

This is a public hearing on a request for approval of a use permit to establish a restaurant with full alcohol service (in addition to beer and wine) within an existing commercial space, located at 51 Marina Blvd., Suite A, in the CW (Waterfront Commercial) District. Assessor's Parcel Number 085-071-044.

ZONING ADMINISTRATOR REPORTS

3. Notice of Intent to Exercise Delegated Design Review Authority, and Conduct a Zoning Administrator Public Hearing.

The Zoning Administrator submits one notice of intent to exercise delegated design review authority for an exterior remodel of the KFC restaurant located at 2155 Railroad Avenue. The Zoning Administrator also submits one notice of intent to conduct a Zoning Administrator public hearing on a proposed fence height exception for Savage Services Truck Terminal at 1501 Loveridge Road.

STAFF COMMUNICATIONS

COMMITTEE REPORTS

ADJOURNMENT OF PLANNING COMMISSION MEETING

NOTICE TO PUBLIC

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the city of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Commission meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

GENERAL INFORMATION

Copies of the open session agenda packets that are distributed to the Planning Commission are on file in the office of the Planning Department, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning no fewer than 72 hours in advance of the meeting, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except city holidays). Additionally, if any reports or documents that are public records are distributed to the Planning Commission fewer than 72 hours before the meeting, those reports and documents will also be available for public inspection in the city's Planning Department and at the Commission meeting. The Pittsburg Library is also provided a full agenda packet for your convenience. As a courtesy, the agenda is also located on the city's website at www.ci.pittsburg.ca.us.

**MINUTES
OF A REGULAR MEETING
OF THE
PITTSBURG PLANNING COMMISSION**

July 11, 2017

A regular meeting of the Pittsburg Planning Commission was called to order by Acting Chair Gargalikis at 7:00 p.m. on Tuesday, July 11, 2017, in the Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Present: Chair Gargalikis, Vice Chair Coniglio, Commissioners Croskey, Foster, Guerrero, Robinson, Ward

Staff: City Engineer / Director of Public Works Fritz McKinley, Community Development Director Jill Hecht, Planning Manager/Secretary Kristin Pollot, Administrative Assistant Amanda McVey, Senior Civil Engineer Richard Abono

PLEDGE OF ALLEGIANCE

Commissioner Oliver Guerrero led the Pledge of Allegiance.

REORGANIZATION

On motion by Commissioner Croskey seconded by Commissioner Coniglio to nominate Mark Gargalikis as Chair and carried unanimously.

On motion by Commissioner Foster seconded by Commissioner Guerrero to nominate James Coniglio as Vice Chair and carried unanimously.

DELETIONS / WITHDRAWALS / CONTINUANCES

There were no deletions, withdrawals or continuances.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

CONSENT

Item 2 of the Consent Calendar was pulled for discussion.

1. Minutes of June 27, 2017

On motion by Commissioner Coniglio seconded by Commissioner Croskey to approve the minutes and carried unanimously.

2. Shri Guru Ravidass Temple Expansion – Extension of Approval of AP-13-957 (DR).

A request for a five-year extension of design review approval of plans to modify the exterior of the existing Shri Guru Ravidass Temple, located at 2120 Crestview Drive, in the GQ (Governmental Quasipublic) District. Assessor's Parcel No. 087-030-080.

On motion by Commissioner Croskey seconded by Commissioner Robinson to approve with an 18 month extension of approval and carried unanimously.

PRESENTATIONS

Housing in Pittsburg: Needs and Long Range Plans

Presentation given by Planning Manager Kristin Pollot.

ZONING ADMINISTRATOR REPORTS

3. Notice of Intent to Exercise Delegated Design Review Authority.

The Zoning Administrator submit one notice of intent to exercise delegated design review authority for the installation of three freestanding crosses in front of the existing Community Presbyterian Church at 200 E. Leland Road.

Commissioners acknowledged receipt of the notice of intent.

STAFF COMMUNICATIONS

4. Tentative Schedule

Planning Manager Kristin Pollot provided a printed copy of the Planning Department's tentative schedule.

COMMITTEE REPORTS

Chair Gargalikis appointed the following Commissioners to Committees:

TRANSPLAN – Coniglio with Guerrero as the alternate
Land Use Committee –Croskey, Gargalikis with Foster as the alternate
Pittsburg Recognition Committee – to be appointed at a later date

ADJOURNMENT

The meeting was adjourned at 7:47 p.m. to July 25, 2017.

Kristin Pollot, AICP, Secretary

**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: No. 2 – The Waterfront Grill and Cafe, AP-17-1251 (UP).

ORIGINATED BY: Gerardo Rivera, La Piñata Restaurants, 95 Bliss Avenue, Pittsburg, CA 94565

SUBJECT: This is a public hearing on a request for approval of a use permit to establish a restaurant with full alcohol service (in addition to beer and wine) within an existing commercial space, located at 51 Marina Blvd., Suite A, in the CW (Waterfront Commercial) District. Assessor's Parcel Number 085-071-044.

RECOMMENDATION:

Staff recommends the Commission adopt Resolution No. 10071, approving Use Permit Application No. 17-1251, as conditioned.

BACKGROUND:

On June 18, 1997, the Pittsburg Redevelopment Agency (RDA) acquired the former New York Landing Marina Complex from the Pittsburg Economic and Housing Development Corporation. In 2007, the New York Landing Marina Complex was demolished in order to construct a new multitenant commercial building and ancillary site improvements; the existing two-story commercial building known as Plaza Marina was completed in 2010. Ownership of the building was transferred from the RDA to the City in 2012.

The proposed project tenant space, 'Suite A,' was previously occupied by Nana's Place Restaurant from 2010-2014, and Country Skillet Restaurant from 2015-2016. While both restaurants were permitted to sell wine and beer under the Pittsburg Municipal Code (PMC), full alcohol service was not permitted. The applicant entered into a sublease agreement with the City on October 17, 2016 (Attachment 6).

PROJECT DESCRIPTION:

Existing Conditions: The project site is a 1,967 square foot tenant space on the first floor of the multi-tenant commercial building (Attachment 2). The tenant space includes a 478 square foot outdoor dining terrace along the eastern side of the building. The outdoor terrace is adjacent to a 20-foot wide public walkway and the Pittsburg Marina, allowing views of the Marina to patrons dining on the terrace. The existing suite contains completed tenant improvements that allow for a fully-functional restaurant space.

See Attachment 3 for photos of the project site.

Planning Commission Staff Report

Surrounding Land Uses:

North: Public park space (approximately 0.5 acres); public parking lot (74 stalls)

West: Marina Heights apartments (200 units)

South: Public parking lot (58 stalls)

East: Pittsburg Marina

See Attachment 4 for a map of surrounding uses.

Project: The applicant is requesting approval to allow full alcohol service in conjunction with a full-service restaurant. The applicant has requested operating hours of 7:00 a.m. to midnight, daily, with alcohol service from 7:00 a.m. to 10:00 p.m. Sunday through Thursday, and from 7:00 a.m. to 12:00 a.m. Friday and Saturday nights. The full-service kitchen would be operational during all business hours, which would ensure that food would be available with alcohol at all times. The proposed use would include ten employees. The applicant is not proposing any interior or exterior improvements at this time.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The project site is located in the 'Downtown Subarea' of the General Plan, and has a land use designation of Marine Commercial. This land use designation is intended to provide areas for various professional services and businesses, including restaurants. The project conforms with the General Plan, and more specifically, Policy 5-P-6, which encourages property owners to utilize ground-level storefronts for retail and pedestrian-oriented activities, such as restaurants.

Zoning: The CW District is intended to provide opportunities for commercial development that enhances the City's waterfront and serves as an attraction for residents and visitors. Guest-serving, pedestrian-oriented uses that are related to the waterfront, including restaurants, are encouraged throughout the district. As mentioned before, the proposed project includes a restaurant with full alcohol service. Placement of the use at this location would allow patrons the opportunity to dine on the outdoor patio and enjoy views of the City's marina, and would encourage pedestrian activity along the waterfront.

Full-service restaurants are permitted by right in the CW District; however, a use permit is required for those providing full alcohol service (PMC section 18.52.010). The proposed project includes no building alterations which would potentially alter the existing structure's compliance with the CW District development standards.

Off-Street Parking: PMC section 18.78.030(E)(3) sets forth standards for off-street parking for sites with multiple uses. This section specifies that the parking requirement for all uses shall be those prescribed for retail sales (one space per each 250 square feet of retail space), unless a use permit is required for an individual use within the commercial center. In the instance where a use permit is required, the parking

Planning Commission Staff Report

requirement for that use shall correspond to the parking requirements outlined in PMC section 18.78.040, Schedule A.

Currently, the multi-tenant commercial building is required to provide a minimum of 85 parking stalls, eight of which are required to serve the project site. PMC section 18.78.040, Schedule A, specifies that a restaurant with full alcohol service shall provide one stall per every four seats, or one stall per 50 square feet of both indoor and outdoor seating areas; as such, the proposed use requires 11 stalls total, or three additional stalls, and the total number of parking stalls required for the shared commercial building would be 88. As there are a total of 132 stalls between the shared parking lots to the north and south of the commercial center, staff has determined there is adequate parking available in the to meet the needs of the entire commercial building, as well as visitors of the adjacent marina park.

Required Findings: Pursuant to Pittsburg Municipal Code (PMC) section 18.16.040, in order to approve the use permit for the proposed project, the Planning Commission must find that the proposed use:

- A. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;
- B. is not detrimental to the health, safety, and general welfare of the City;
- C. will not adversely affect the orderly development of property within the City;
- D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;
- E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;
- F. will not create a nuisance or enforcement problem within the neighborhood;
- G. will not encourage marginal development within the neighborhood;
- H. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints imposed by law; and
- I. is consistent with the City's approved funding priorities.

Environmental: The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities," of the CEQA Guidelines, section 15301.

Public Notice: On or before July 14, 2017, a notice of the July 25, 2017 public hearing for this project was posted at City Hall and at or near the proposed project site; was

Planning Commission Staff Report

delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. In addition, a copy of the notice was posted on the "Public Notices" section of the City's website.

ANALYSIS:

Allowing full alcohol service in conjunction with a full-service restaurant would help sustain the operation of a restaurant at this location, as alcohol sales have a large impact on a restaurant's financial viability and can help a small restaurant business survive when it would otherwise struggle. The proposed project site has previously housed two different restaurants, the latest of which did not survive one full year.

The applicant's requested hours of operation for alcohol service are in line with those of similar uses in the area, namely E.J. Phair Tavern and CreAsian Restaurant. Staff believes the Commission can make the required findings to approve the request for full alcoholic beverage service in conjunction with a full-service restaurant if certain conditions are set in place. These conditions would require that: 1) food remains available to patrons during all business hours; 2) alcoholic beverage service ceases by 10:00 p.m. on weeknights (Sunday-Thursdays) and 12:00 a.m. on weekends (Friday-Saturday); 3) loitering is not permitted, and it shall be the responsibility of the business owner to report any loitering in the surrounding area within one hour of closing; 4) the restaurant owner maintain a valid permit from the Department of Alcoholic Beverage Control (ABC); and, 5) the Police Department retains authority to implement additional public safety measures deemed necessary, at the applicant's sole expense. In addition, the restaurant owner would be required to obtain an Outdoor Dining Permit from the Planning Division prior to utilization of the outdoor dining patio. Draft conditions of approval for the outdoor dining permit are provided here as an informational item (Attachment 5).

The applicant currently operates a full-service restaurant with full alcohol service in Pittsburg (La Piñata Restaurant at 95 Bliss Avenue), and has an excellent reputation as a business owner in the City, and a successful restaurant proprietor in the area. The applicant has previously met with City staff to discuss the proposed use, and understands that alcohol sales must be managed appropriately. The City would also be able to provide additional oversight of the use and potential infractions as the property owner and landlord.

ACTION REQUIRED:

Move to adopt Resolution No. 10071, approving use permit application No. 17-1251, subject to conditions.

Planning Commission Staff Report

ATTACHMENTS:

1. Proposed Resolution No. 10071
2. Site and Floor Plans
3. Existing Condition Photos
4. Surrounding Uses Map
5. Outdoor Dining Permit – Draft Conditions of Approval
6. Lease Agreement
7. Public Hearing Notice/Vicinity Map

Prepared by: Jordan Davis, AICP, Associate Planner

PROPOSED
BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Use Permit to	)	
Allow a Restaurant with Full Alcohol	)	
Service, located at 51 Marina Blvd., for	)	
"The Waterfront Grill and Cafe, AP-17-	)	Resolution No. 10071
1251 (UP)."	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On June 15, 2017, Gerardo Rivera filed Planning Application No. AP-17-1251, requesting approval of a use permit to establish a restaurant with full alcohol service (in addition to beer and wine) within an existing commercial space, located at 51 Marina Blvd., Suite A, in the CW (Waterfront Commercial) District. Assessor's Parcel Number 085-071-044.
- B. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities," of the CEQA Guidelines, section 15301.
- C. On or prior to July 15, 2017, notice of the July 25, 2017, public hearing was posted at City Hall, near the proposed project site, and on the "Public Notices" section of the city's website; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the building, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091.
- D. PMC section 18.16.040 specifies that the following findings must be made before approval of a use permit. The Planning Commission may grant approval of a use permit if the proposed use:
 - 1. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;
 - 2. is not detrimental to the health, safety, and general welfare of the City;
 - 3. will not adversely affect the orderly development of property within the City;
 - 4. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

5. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;
 6. will not create a nuisance or enforcement problem within the neighborhood;
 7. will not encourage marginal development within the neighborhood;
 8. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law; and,
 9. is consistent with the City's approved funding priorities.
- E. On July 25, 2017, the Planning Commission held a public hearing on Planning Application No. 17-1251, at which time oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, "The Waterfront Grill and Cafe, AP-17-1251 (UP)," and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:
1. All recitals above are true and correct and are incorporated herein by reference.
 2. The proposed restaurant with full alcohol service will:
 - a) be in accordance with the objectives of the Zoning Ordinance, the purposes of the land use district in which it is located, and will be appropriate to the specific location. The purpose of the CW District is to provide opportunities for commercial development that enhances the City's waterfront, serves as an attraction for residents and visitors, and that incorporates services that are related to the waterfront, specifically guest-serving and pedestrian-oriented uses, including restaurants. Approval of the requested use permit allowing full alcohol service in conjunction with a full-service restaurant will help sustain the operation of a restaurant with outdoor dining along the marina.
 - b) not be detrimental to the health, safety, and general welfare of the City, in that any such use will meet health and safety requirements of the Pittsburg Community Development Department, the Contra Costa County Fire Protection District, and the Environmental Health Division of Contra Costa Health Services.
 - c) not adversely affect the orderly development of property within the City. The proposed restaurant with full alcohol service will occupy an existing commercial space that has previously been operated as a restaurant with an outdoor patio, and the applicant is proposing no further building improvements or expansions.

- d) not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City, as the continued occupancy of empty tenant spaces throughout town will increase property values as well as the City's tax base.
- e) be consistent with the General Plan, more specifically, Policy 5-P-6, which encourages property owners to utilize ground-level storefronts for retail and pedestrian-oriented activities, such as restaurants, within the Downtown Subarea of the Pittsburgh General Plan. The tenant space has been designed for a full-service restaurant, which is a commercial use consistent with the site's land use designation and zoning.
- f) not create a nuisance or enforcement problem within the neighborhood because any such use will be required to meet performance standards, as set forth by PMC chapter 18.82, which are intended to address ongoing safety, noise, odor, and maintenance concerns. Additionally, proposed conditions of approval shall require that: 1) all alcohol service cease at 10:00 p.m. Sunday through Thursday, and at 12:00 a.m. Friday and Saturday; 2) the business owner shall be required to maintain a valid Department of Alcoholic Beverage Control (ABC) license in good standing at all times; and 3) the Pittsburgh Police Department reserves the right to amend the conditions of the Alcoholic Beverage Control license and require the business owner to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police, at the business owner's sole expense.
- g) not encourage marginal development within the neighborhood, in that the business will occupy a space located within an existing commercial shopping center, and does not involve construction of a new building or building addition.
- h) not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that any such use will operate in a building that has been designed to take advantage of existing infrastructure. Additional proposed conditions of approval state that the Pittsburgh Police Department reserves the right to amend the conditions of the Alcoholic Beverage Control license and require the business owner to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police, at the business owner's sole expense to ensure that the Pittsburgh Police Department can adequately address potential public safety concerns.
- i) not be inconsistent with the City's approved funding priorities, in that the use does not include any City funding. The existing commercial building is owned by the City of Pittsburgh, and occupancy of the tenant space by the proposed use will provide rental income to the City.

- B. The staff report entitled, “The Waterfront Grill and Cafe, AP-17-1251 (UP),” dated July 25, 2017, is referenced hereto as additional support for the findings.

Section 3. Decision

- A. Based on the findings set forth above, the Planning Commission hereby approves Planning Application No. 17-1251, subject to the following conditions:
1. The approved use shall be operated substantially as presented to the Planning Commission in the staff report identified in Section 2 of this resolution and as presented in the project plans and proposal, date stamped June 15, 2017, except as may be modified by the conditions below. Operation of the approved use in a manner inconsistent with this use permit shall be grounds for revocation of the use permit. Any major changes to the business operation shall be subject to review and approval by the Planning Commission at the City Planner’s discretion.
 2. The business owner shall maintain, in good standing, all appropriate permits and approvals required from the Department of Alcoholic Beverage Control (ABC). In accordance with California Business and Professions Code section 23800 E, if an application is ever filed to transfer ownership of the Alcoholic Beverage Control (ABC) license, the Pittsburg Police Department shall reserve the right to amend the conditions of the Alcoholic Beverage Control license. In the event that there is a conflict between the conditions of this resolution and the terms specified in the ABC license, the more restrictive term or condition shall govern.
 3. This use permit approves on-site alcohol sales only (which includes the outdoor dining patio along the eastern side of the building). Sale of alcohol for consumption off-site of the restaurant or outside of the fenced dining patio is prohibited. Alcoholic beverages shall only be sold to customers dining in the restaurant, and shall not be sold with take-out food items. The business operator shall ensure that there is no provision of food or alcohol anywhere outside the building or fenced eastern patio area, unless otherwise specified in a Temporary Activity Permit or Special Event Permit for a particular event.
 4. Food service shall be available during all hours of operation.
 5. Full alcoholic beverage service shall be permitted within the restaurant between the following hours:
 - a) Sunday-Thursday: 7:00 a.m. and 10:00 p.m.
 - b) Friday-Saturday: 7:00 a.m. and 12: a.m.
 6. The restaurant shall be operated as a family-style restaurant and remain open to the public, of all ages, unless otherwise permitted through a Temporary Activity Permit or Special Event Permit for a specific event.

7. Live entertainment (as defined under PMC section 18.06.030) is prohibited. Live entertainment may be permitted on a case-by-case basis with approval of a Temporary Activity Permit or Special Event Permit for a specific event.
8. Outdoor dining patios shall not be utilized until the business owner obtains an Outdoor Dining Permit from the Planning Division.
9. The business operator shall ensure that there is no loitering on the sidewalks, rear or side yards, or streets surrounding the business tenant space, or within the nearby parking lots, during operating hours and within one (1) hour of business closing. If the business operator observes loitering, the Pittsburgh Police Department shall be notified immediately.
10. The business operator shall be responsible for maintaining the peace and order on the premises. All necessary steps shall be taken to ensure that the customers refrain from incidents of violence that adversely impact the safety of the community. Should the business operator fail to control loitering, noise, public disturbances or incidents of violence, and in the event that the business necessitates an increased police presence, the Chief of Police may require the business owner to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such required additional measures shall be at the business owner/operator's sole expense.
11. The site and adjacent street and sidewalk shall be kept clean and free of all litter, debris, and refuse that may be generated from the operation of the business, at all times. There shall be no outside storage of materials, supplies, bins, or other equipment related to the business operation.
12. The business owner shall ensure that employees bag and seal food/drink waste prior to placing it in the dumpsters.
13. The business owner shall ensure that all tallow bin lids are kept closed, and that they are maintained so as to avoid spillage, leaking, and/or overflowing.
14. The business owner shall practice dry clean-up methods for outdoor sidewalk and patio surface areas, in accordance with the guidelines established by the Bay Area Stormwater Management Agencies Association (BASMAA).
15. The business owner shall ensure employees collect and dispose of water and cleaning liquids to the sanitary sewer, not the exterior storm drain inlets/catch basins.
16. The business owner shall not allow floor mats to be cleaned or rinsed outdoors.
17. The business owner shall ensure detergents/degreasers are never used in the process of outdoor cleaning.

18. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.
19. The business owner shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the business owner to contact each local, state, or federal agency for requirements that may pertain to this project.
20. Business owner agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. Business owner may select its own legal counsel to represent business owner's interests at business owner's sole cost and expense. Business owner shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.
21. This use permit will expire on July 25, 2018, unless the use has been legally established prior to the expiration date, or a written request for an extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner _____, seconded by Commissioner _____, the foregoing resolution was passed and adopted the 25th day of July, 2017, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 10071 was adopted by the Planning Commission of the city of Pittsburg on July 25, 2017.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Existing Condition Photos

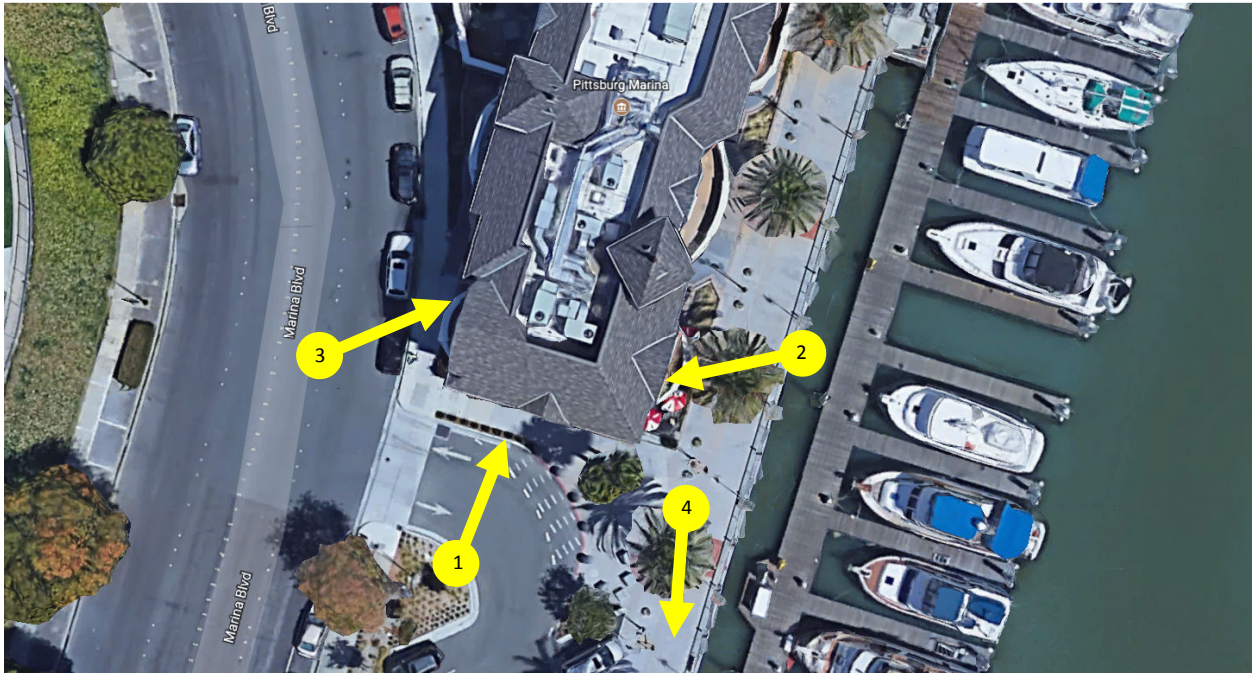


Figure 1:



Figure 2:



Figure 3:



Figure 4:



Surrounding Land Uses





City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

OUTDOOR DINING PERMIT AP-17-_____

Business Name: The Waterfront Grill and Café

Applicant: Gerardo Rivera

Site Address: 51 Marina Blvd., Suite A

Date Approved:

The Outdoor Dining Permit requested above is hereby **APPROVED** subject to the following conditions:

1. The outdoor seating shall be placed in conformity with the approved site plan and submitted furniture elevations as approved on the plans date stamped _____.
2. The outdoor dining patio shall be closed daily by 10:00 p.m.
3. Alcohol service to the front (western-most) outdoor patio shall be prohibited.
4. Approved outdoor furniture shall be kept in good working and aesthetic condition at all times.
5. Tables and chairs must be removed from the outdoor dining area and stored indoors during non-business hours.
6. Any changes to the type of approved outdoor furniture or area layout shall be subject to review and approval by the Planning Division.
7. A minimum vertical clearance of 7-feet shall be maintained below any umbrellas utilized within the patio space.
8. Outdoor dining areas shall be maintained in a clean condition at all times. The business operator shall be responsible for keeping the exterior area adjoining the subject tenant space clear of litter and debris.
9. The business operator shall practice dry clean-up methods for outdoor sidewalk and patio surface areas, in accordance with the guidelines established by the Bay Area Stormwater Management Agencies Association (BASMAA).
10. The ground surface of the outdoor dining area shall be steam cleaned or pressure washed by a Bay Area Stormwater Management Agencies Association (BASMAA) certified mobile surface cleaner twice a year or as often as determined necessary by the City.

11. The applicant shall be required to provide at least one outdoor trash receptacle and one outdoor recycling container when the outdoor seating area is in use. The receptacles shall be regularly emptied and shall not be allowed to overflow. Design and placement of these receptacles are subject to approval by the Planning Division.
12. Outdoor heaters shall only be used with proper approval from the Contra Costa County Fire Protection District.
13. This permit covers outdoor dining associated with the restaurant and does not permit outdoor live entertainment associated with the business.
14. No alcoholic beverages shall be served or consumed outdoors, unless correct permitting is maintained through the state Department of Alcoholic Beverage Control (ABC).
15. The business owner shall have full authority over the operation of the outdoor dining area, and the area shall be utilized by restaurant/business patrons only.
16. This permit shall be kept at the business location at all times and be available for review and inspection by City staff upon request.
17. This permit is good for the above-mentioned address and business owner only and is non-transferable.
18. This use permit will expire on (one year from date of approval), unless the outdoor dining use has been legally established prior to the expiration date.

By: Date: _____
Kristin Pollot, AICP
Planning Manager

**SUBLEASE AGREEMENT
GERARDO RIVERA**

THIS SUBLEASE (this "**Agreement**") dated as of October 17, 2016 (the "**Effective Date**") by and between the Pittsburgh Arts and Community Foundation, Inc., a California 501(c)(3) non-profit corporation ("**Lessor**"), and Gerardo Rivera, an individual ("**Sublessee**") doing business as WATOL FINE CAFE. Lessor and Sublessee are collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. The City of Pittsburgh ("City") is the owner of fee title to the real property located at 51 Marina Boulevard, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The "Agency" is a Successor Agency to a Redevelopment Agency formed pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, the Property is located in the Los Medanos Community Development Project Area (the "Project Area"), and the Project Area is governed by the redevelopment plan (as subsequently amended, the "**Redevelopment Plan**").

C. Lessor and the Agency entered into that certain lease dated February 7, 2011 (the "**Master Lease**"), attached as Exhibit B hereto and incorporated in this Agreement by this reference, pursuant to which the Agency conveyed to Lessor a leasehold interest in the commercial space (collectively, the "**Plaza Marina Building**").

D. The City acquired the Property from the Agency on September 21, 2012, and its successor in interest to the Agency under the Master Lease.

E. Lessor desires to lease approximately One Thousand Four Hundred Eighty Nine (1,489) indoor square feet within the Plaza Marina Building and Four Hundred Seventy Eight (478) square feet of outdoor dining terrace, known as 51 Marina Boulevard, Suite A, as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference (the "**Premises**") to the Sublessee, and the Sublessee desires to lease the Premises from Lessor.

F. Sublessee intends to sublease the Premises for use as a full service restaurant (the "**Business**").

G. The Pittsburgh Arts and Community Foundation Board of Directors ("**Lessor Board**") authorized Lessor to sublease the Premises to Sublessee on the terms and conditions set forth herein on October 17, 2016.

H. Lessor and Sublessee have agreed to cooperate on the construction of certain improvements to the Premises (the "**Improvements**") required to operate the Business.

I. The Improvements are not complete as of the Effective Date of this Agreement, and no certificate of occupancy for the Premises has been issued by the Lessor.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; MASTER LEASE AND PRIOR
RIGHTS**

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (a) "Applicable Laws" is defined in Section 4.3. (b) "Base Rent" is defined in Section 2.3.2.
- (c) "Building and Common Area Costs" is defined in Section 2.4.1.(b)
- (d) "Business" is defined in Recital F;
- (e) "Claims" is defined in Section 3.2.
- (f) "Commencement Date" is defined in Section 2.3.1
- (g) "Common Areas" is defined in Section 5.3.1 (a)
- (h) "Force Majeure" is defined in Section 14.1.
- (i) "Hazardous Materials" is defined in Section 6.5.1.
- (j) "Hazardous Materials Laws" is defined in Section 6.5.2.
- (k) "Impositions" is defined in Section 3.1.
- (l) "Improvements" is defined in Section 4.1.
- (m) "Indemnities" is defined in Section 3.2.
- (n) "Lease Year" means the twelve month period beginning on February 1 and ending on January 31 during the Term.
- (o) "Operating Costs" is defined in Section 2.7
- (p) "Premises" is defined in Recital E and described in Exhibit C.

- (q) "Rent" is defined in Section 2.3.
- (r) "Sublessee's Monthly Operating Costs Payment" is defined in Section 2.7.
- (s) "Sublessee's Share of Operating Costs" is defined in Section 2.7.
- (t) "Security Deposit" is defined in Section 2.4.
- (u) "Term" is defined in Section 2.2.

1.2 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Master Lease; Prior Rights. This Agreement is subject and subordinate to the prior and continuing rights and obligations of Lessor as described in the Master Lease, a copy of which is attached hereto as Exhibit B. This Agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Premises in effect as of the Effective Date.

ARTICLE II SUBLEASE; TERM; RENT; SECURITY DEPOSIT

2.1 Agreement to Lease Premises. Subject to, and upon, the terms and conditions set forth in this Agreement, the Lessor hereby subleases the Premises to Sublessee and Sublessee hereby subleases the Premises from the Lessor. Sublessee acknowledges that the Lessor has made no representation or warranty regarding the condition of the Premises, or the suitability or fitness of the Premises for the conduct of the Business except as specifically stated in this Agreement.

2.2 Term of Agreement.

2.2.1 Initial Term. The term of this Agreement ("**Term**") commences on the Commencement Date and unless sooner terminated as provided herein expires on January 31, 2020. Upon execution of this Agreement, Sublessee may take possession of the Premises upon completion of Improvements by Landlord. In no event may this Agreement extend beyond the term of the Master Lease.

2.2.2 Sublease Extension Term. Provided that Sublessee is not in default under the terms of this Agreement, Sublessee has the option to extend this Agreement (the "**Option**") for two (2) seven (7) year periods ("**Sublease Extension Term**") commencing on the expiration of the Term. In the event that Sublessee elects to exercise its option to extend the Term by the Sublease Extension Term, Sublessee shall provide Lessor with irrevocable written notice of the Sublease Extension Term not earlier than one-hundred eighty (180) days and not later than one-hundred twenty (120) days prior to the then existing expiration term of this Agreement. The Option is not transferable. The parties hereto acknowledge and agree that they intend that the Option is "personal" to Sublessee

as set forth above and that in no event will any assignee or sublessee have any rights to exercise the Option to renew. The Sublease Extension Term is subject to the same terms and conditions of this Agreement, with the exception of Base Rent, which will adjust during the Sublease Extension Terms as set forth in Section 2.3.3 below.

2.2.3 Conditions precedent to exercising Sublease Extension Term. Lessor grants the Option to Sublessee in consideration of and the Option is contingent upon full and faithful performance by Sublessee of the terms and conditions of the Lease, including, but not exclusively, the prompt payment of Rent, as described in Article 2.3. Sublessee may only exercise the Option of Sublessee has not been in default of any of the provisions of the Lease during the Term or Sublease Extension Term.

2.3 Rent.

2.3.1 Commencement of Rent. Sublessee shall commence paying Base Rent on the "**Commencement Date**" of February 1, 2017. Commencing on the first day of the month following the Commencement Date, Sublessee shall pay Base Rent as set forth in Section 2.3.2 of this Agreement.

2.3.2 Base Rent. Throughout the Term of this Agreement, Sublessee shall pay base rent ("**Base Rent**"), without deduction, offset, prior notice or demand in the following amounts for the following time periods:

Period	Monthly Indoor Base Rent Amount
February 1, 2017-January 31, 2018	\$744.50/Month (\$0.50/SF)
February 1, 2018-January 31, 2019	\$923.18/Month (\$0.62/SF)
February 1, 2019-January 31, 2020	\$923.18/Month (\$0.62/SF)

2.3.3 Rent during Sublease Extension Term. If Sublessee elects to extend the Term in accordance with Section 2.2, Base Rent for the first year of the First Option of the Sublease Extension Term will be as follows:

Period	Monthly Indoor Base Rent Amount
February 1, 2020-January 31, 2021	\$1,116.75/Month (\$0.75/SF)
February 1, 2021-January 31, 2022	\$1,150.25/Month (\$0.77/SF)
February 1, 2022-January 31, 2023	\$1,184.76/Month (\$0.80/SF)
February 1, 2023-January 31, 2024	\$1,220.30/Month (\$0.82/SF)
February 1, 2024-January 31, 2025	\$1,256.91/Month (\$0.84/SF)
February 1, 2025-January 31, 2026	\$1,294.62/Month (\$0.87/SF)
February 1, 2026-January 31, 2027	\$1,333.46/Month (\$0.90/SF)

Beginning in the First Option Year and continuing for the remainder of the Sublease, if

Sublessee expands the outdoor dining area beyond the current footprint, Sublessee's Base Rent shall also include, and be paid without deduction, offset, prior notice or demand, the amount of Fifty Five Cents (\$0.55) per square foot for the expanded area, and increasing by three percent (3%) per annum over the amount paid in the immediate prior year through the Sublease Extension Term.

Base Rent for the first year of the Second Option of the Sublease Extension Term will be determined based on Ninety Five Percent (95%) of the fair market value for similar leasable space in downtown Pittsburg for the period commencing on February 1, 2027, increasing by three percent (3%) per annum over the Base Rent paid in the immediate prior year through the Sublease Extension Term. Fair market rent shall not be less than the rent paid in the preceding period.

2.3.4 Additional Rent. As additional Rent, Sublessee shall pay and discharge when due, all Impositions described in Article III, Sublessee's Monthly Operating Costs Payments described in Section 2.7, all insurance premiums, all City fees and charges and all other liabilities and obligations Sublessee assumes or agrees to pay or undertake pursuant to this Agreement (the "**Additional Rent**" and together with Base Rent, "**Rent**").

2.3.5 Payment of Rent. Rent is due and payable on the first day of each month to the Lessor at the address shown in Section 14.4(iv) or such other place as the Lessor may designate in writing.

2.3.6 Rent Credit. Lessor will provide Sublessee Rent Credit in an amount not to exceed Six Thousand Dollars (\$6,000) to be used to offset Base Rent for months 1 through 8 of the initial Term of the Sublease Agreement.

2.4 Security Deposit. Upon execution of this Agreement, Sublessee shall pay to the Lessor a security deposit in an amount equal to amount Two Thousand Five Hundred Dollars (\$2,500.00) (the "**Security Deposit**"). Provided that Sublessee is not in default under this Agreement, the Lessor shall return the Security Deposit to Sublessee upon termination of this Agreement. The Lessor has no obligation to pay or earn interest on the Security Deposit.

2.5 Use of Security Deposit. If Sublessee is in default with respect to any provision of this Agreement, the Lessor may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the Lessor for any damage or reasonable expense sustained by the Lessor and resulting from such default, but only after providing Sublessee with an opportunity to cure such default pursuant to the provisions of Section 13.2. The Lessor shall provide Sublessee with evidence of damages incurred as a result of a default by Sublessee. If this Agreement has not been terminated as a result of such default, Sublessee, on demand from the Lessor, shall promptly restore the Security Deposit to the full amount required under Section 2.4.

2.6 Late Fee. Sublessee hereby acknowledges that late payment by Sublessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact

amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, personnel costs, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent due from the Sublessee is not received by lessor on the date such installment of Rent is due, Sublessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue Rent. Lessor and Sublessee hereby agree that such late charge represents a fair and reasonable estimate of the cost Lessor shall incur by reason of late payment by Sublessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Sublessee's default by with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

If Sublessee is late in the payment of Rent two (2) times or more during any lease Year, then Lessor may, in addition to all other rights and remedies, require Rent for the remainder of the Term to be paid quarterly (three (3) months) in advance.

2.7 Common Area Maintenance Charges

2.7.1 Sublessee's Share of Operating Costs. In addition to all other sums due under this lease, Sublessee shall pay to lessor, in the manner and at the times set forth in this Section, Sublessee's Share of Operating Costs (as defined in Section 2.7.1.(c)) for each Lease Year or other fiscal year that may be established by Lessor during the Term.

(a) The phrase "Operating Costs" means the sum of Building and Common Area costs.

(b) The term "**Building and Common Area Costs**" means all costs and expenses of every kind and nature whatsoever as may be paid or incurred by Lessor, related entities, or third parties in operating, managing, insuring, repairing and maintaining the Buildings and/or the Common areas in the Plaza Marina Building, computed in accordance with generally accepted accounting principles consistently applied or such other method of accounting as may be adopted by Lessor. Building and Common Area Costs include, but are not limited to costs and expenses incurred with respect to the items enumerated in Paragraph 2 of Exhibit E. Building and Common Area Costs do not include those items enumerated as "**Building and Common Areas Costs Exclusions.**"

(c) "**Sublessee's Share of Operating Costs**" will be determined by multiplying total Operating Costs by the fraction calculated by dividing total square feet of the Premises by the total square feet of retail/commercial ground floor space of the Plaza Marina Building.

(d) Sublessee shall pay to Lessor, on the first day of each month during the Term, an amount equal to Sublessee's estimated Share of Operating Costs for the

Lease Year in question, divided by the number of months (full or partial) in such Lease Year ("**Sublessee's Monthly Operating Costs Payment**"). Payment of Sublessee's Monthly Operating Costs will commence on the Commencement Date. The Initial Sublessee's Monthly Operating Costs payment is Seven Hundred Twenty Seven Dollars and Twenty Nine Cents (\$727.29) per month which is Thirty Seven Cents (\$0.37) per square foot.

(e) Annual Adjustments. Within ninety (90) days following the end of each Lease Year, or within a reasonable time thereafter, lessor shall prepare and deliver to Sublessee a statement setting forth the calculation of Sublessee's actual Share of Operating Costs for the previous Lease Year. Within thirty (30) days after receipt of the statement of Sublessee's actual Share of Operating Costs, Sublessee shall pay to Lessor, or Lessor shall credit against the next Monthly Operating Costs Payment due from Sublessee, as the case may be, the difference between Sublessee's actual Share of Operating Costs for the preceding Lease year and the amount of Sublessee's Monthly Operating Costs Payments paid by Sublessee during such Lease Year; except, Lessor shall pay Sublessee any excess at the time Lessor furnishes the statement to Sublessee in connection with the final adjustment of Operating Costs for the last Lease Year, provided Sublessee is not in default under any provisions of this Lease.

ARTICLE III

TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, Sublessee shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Sublessee from subtenants or licensees, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which Sublessee is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions.**"

3.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Sublessee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Agreement shall be prorated between Sublessee and the Lessor.

3.1.2 Evidence of Payment. Upon request by the Lessor, Sublessee shall furnish, in form satisfactory to the Lessor, evidence of payment prior to delinquency of all Impositions payable by Sublessee.

3.2 Sublessee Right to Contest. Sublessee has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right may not be deemed or construed in any way as relieving, modifying or extending the covenant to pay of Sublessee any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws (as defined in (Section 4.3) and otherwise in a manner that does not subject the Lessor's title to the Premises to foreclosure or forfeiture. Sublessee shall indemnify, defend, and hold the Lessor and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnities**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims;**") arising as a result of or in connection with any such contest brought by Sublessee. During any contest of an Imposition, Sublessee shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Lessor's title, reversion -or other interest in the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, Sublessee shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Sublessee Duty to File. Sublessee has the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by Sublessee under the provisions of this Article III, and shall notify the Lessor in writing upon making such filing, declaration, statement or report, and the Lessor is not be responsible for the contents of any such declaration, statement or report; provided however, the Lessor shall cooperate with Sublessee in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Lessor.

ARTICLE IV ALTERATIONS AND NEW CONSTRUCTION

4.1 Changes and Alterations. During the Term of this Agreement, Sublessee shall not make any change, alteration or addition to the Premises (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Premises, without the prior written consent of the Lessor. Except as otherwise set forth in this Agreement, all Improvements and Alterations may be made at the sole cost and expense of Sublessee and must comply with all of the following:

- (a) The Improvements and Alterations may not materially impair the value or

structural integrity of the Premises.

(b) The Improvements and Alterations must be necessary for the operation of the Business.

(c) No Improvements or Alterations may be undertaken until Sublessee has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) The Improvements and Alterations must be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, Sublessee shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.

(f) Prior to commencement of any construction, change, alteration or repair, Sublessee shall deliver to the Lessor not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the Lessor to post a notice of no responsibility on the Premises.

4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, Sublessee has no right to demolish the Improvements or Alterations, once built, unless Sublessee shall have received the prior written approval of the Lessor.

4.3 Compliance with Laws. Sublessee shall carry out the construction of the Improvements in conformity with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. Sublessee shall comply with all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise, construction hours, and maintenance of the construction site. All of the foregoing state, federal and local laws, regulations and ordinances are hereafter referred to as the "**Applicable Laws.**"

4.5 Removal of Lessor Equipment. Sublessee acknowledges and agrees that the equipment identified in Exhibit D ("**Lessor Equipment**") is, and shall remain, the property of Lessor. Sublessee shall under no circumstances remove Lessor Equipment from the Premises except with the written consent of Lessor, and subject to the terms of such written consent. Lessor reserves the right to pursue any remedies allowed by law, whether civil or criminal, if Sublessee removes Lessor Equipment in violation of this Section 4.5.

4.4 Rights of Access. The Lessor has the right of access to the Premises during normal construction hours for purposes of assuring compliance with this Agreement, so long as the Lessor complies with all safety rules and does not unreasonably interfere with the progress of construction of the Improvements. The Lessor shall give Sublessee reasonable advance notice prior to exercising its rights pursuant to this Section 4.4 except in the event of emergency in which case notice shall not be required.

4.5 Indemnity. To the fullest extent allowed by law, Sublessee shall defend (with counsel reasonably acceptable to the Lessor) indemnify and hold harmless the indemnities from and against any and all present and future Claims arising during the term of this Agreement from or in connection with the failure to comply with all Applicable Laws relating to the operation or maintenance of the Premises or the Improvements by Sublessee, or the activities or performance of Sublessee under this Agreement, whether such activity or performance is by Sublessee or by anyone directly or indirectly employed by or contracted with by Sublessee and whether such Claim shall be discovered before or after Lease Termination. The indemnity. Obligations of Sublessee under this Section 4.5 do not extend to Claims to the extent they arise as a result of the indemnities' gross negligence or willful misconduct.

At its sole discretion, the Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sublessee of any obligation imposed by this Agreement. The Lessor shall notify Sublessee promptly of any claim, action or proceeding and cooperate fully in its defense.

Sublessee agrees to defend, indemnify and hold harmless the indemnities from any claim, action or proceeding against the indemnities, arising solely out of the acts or omissions of the Lessor in the performance of this Agreement. At its sole discretion, the Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Lessor of any obligation imposed by this Agreement. The Lessor shall notify Sublessee promptly of any claim, action or proceeding and cooperate fully in the defense.

4.6 Mechanic's Liens. Subject to the right to contest the same prior to payment, Sublessee agrees to keep the Premises free and clear of all mechanics' liens and other liens on account of work done by or for a Party. Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the indemnities harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney's fees) incurred by or brought against the Lessor for claims of lien of laborers or material men or others for work performed or materials or supplies furnished to the Lessor or persons claiming under it. In the event any lien is recorded, Sublessee shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

ARTICLE V
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

5.1 Permitted Uses. Sublessee may use the Premises for the operation of a Restaurant and, with proper permits and licenses and for no other purposes without the prior written consent of the Lessor. Sublessee shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the written consent of the Lessor.

5.2 Nondiscrimination. Sublessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12946.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure or enjoyment of the premises herein leased nor shall Sublessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of employees or vendees in the Premises herein leased.

5.3 Maintenance, Repair and Inspection of the Premises

5.3.1 Common Areas.

(a) The term "**Common Areas**" means all areas and facilities outside of the boundaries of the Premises and within the exterior boundaries of the Plaza Marina Building that are provided and designated by Lessor, in its sole discretion, from time to time, for the general use and convenience of Sublessee and its Authorized Representatives and invitees, and of other Sublessees and occupants of the Plaza Marina Building and their respective Authorized Representatives and invitees. Common Areas include, without limitation, pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, elevators, lobbies, decorative walls, plazas, fountains, waterscapes, malls, thoroughways, loading areas, refuse collection areas, ramps and parking areas to the extent such areas and facilities are located at the Plaza Marina Building.

(b) Lessor grants to Sublessee and its Authorized Representatives and invitees the nonexclusive right to use the Common Areas with others who are entitled to use the Common Areas, subject to Lessor's rights set forth in Section 5.3.1(c).

(c) Subject to the last paragraph of this Section 5.3.1 (c), Lessor may reduce, or change in any manner the Common Areas as Lessor, in its sole discretion, shall decide. Lessor shall also have, without limitation, the right to:

(i) Establish and enforce reasonable rules and regulations applicable to Sublessee concerning the maintenance, management, use and operation of the Common Areas;

(ii) Close, if necessary, parts of the Common Areas to whatever extent may be legally sufficient in the opinion of Lessor's counsel to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas;

(iii) Close temporarily parts of the Common Areas for maintenance, repair and renovation purposes; and

(iv) Select an outside entity (which may be a related entity) to maintain and operate the Common Areas, if at any time Lessor determines that the best interests of the Plaza Marina Building will be served by having the Common Areas maintained and operated by any such outside entity.

Notwithstanding the provisions of this Section 5.5.1(c), in exercising its rights hereunder, Lessor shall provide reasonable visibility of and access to and from the Premises.

(d) Parking. Sublessee has the nonexclusive use, in common with the Lessor, of the non-reserved public automobile parking areas and driveways. Sublessee agrees to cause its employees to park their automobiles in accordance with Lessor's parking rules and regulations as established from time to time. Sublessee hereby acknowledges that certain public events held in the Pittsburgh downtown area may affect parking availability and vehicular access to the premises from time to time.

5.4 Repair, Maintenance and Inspection of the Premises.

5.4.1 Lessor's Repair Obligations. Lessor shall, subject to the casualty provisions of Article IX, maintain: (a) the Common Areas; (b) roofs (excluding interior ceilings), foundations, and exterior walls at the Plaza Marina Building (excluding all doors, plate glass, storefronts, display and other windows); and (c) plumbing, pipes and conduits located in the Common Areas; and (d) heating and air conditioning units servicing the Common Areas. On demand, Sublessee shall reimburse Lessor for all costs and expenses incurred by Lessor which are required to make any repair to the Premises and/or other parts of the Plaza Marina Building in connection with or resulting from (i) any alteration or modification to the Premises or to the Plaza Marina Building equipment performed by, for or because of Sublessee or to special equipment or systems installed by, for or because of Sublessee, (ii) the installation, use or operation of Sublessee's property, fixtures and equipment, (iii) the moving of Sublessee's property into or out of the Plaza Marina Building or in and about the Premises, (iv) Sublessee's use or occupancy of the Premises in violation of Article V or in a manner not contemplated by the parties at the time of execution of this Lease (e.g., subsequent installment of special use rooms), or (v) the acts or omissions of Sublessee or Sublessee's Authorized Representatives, invitees, sublessees, and/or licensees, all of which shall be solely Sublessee's obligation.

5.4.2 Sublessee's Repair Obligations. Subject to the casualty provisions of Article IX and Lessor's obligations pursuant to Section 5.4.2, Sublessee, at Sublessee's expense, shall maintain the Premises in good order, condition and repair,

including, without limitation, the following: interior surfaces of walls and ceilings; floors; wall and floor coverings; interior and exterior windows and plate glass; window coverings; doors; locks on closing devices; window casements and frames; plumbing and electrical systems within and servicing the Premises (including replacement of light bulbs and tubes); exterior entrances; heating and air conditioning, and all switches, fixtures and equipment located within the Premises. Upon receipt of reasonable notice from Sublessee, Lessor shall perform, at the expense of Sublessee all repairs and maintenance to plumbing, pipes and electrical wiring located within walls, above ceiling surfaces and below floor surfaces resulting from the use of the Premises by Sublessee. Lessor shall be responsible for any plumbing, pipes, electrical wiring, switches, fixtures or equipment located in the Premises but serving another Sublessee, or any portions of the central heating, ventilation and air conditioning, electrical, mechanical and plumbing systems of the Plaza Marina Building which are located in the Premises. Sublessee shall, at Sublessee's expense, immediately replace all broken or damaged glass with like-kind glass. Sublessee shall keep all areas immediately adjoining the Premises free from trash, litter and obstructions resulting from Sublessee's business at the Premises.

Sublessee recognizes that the use of chemicals and/or maintenance techniques are potentially harmful to the Premises or the Plaza Marina Building, and consequently Sublessee's use of such chemicals or maintenance techniques shall be subject to Lessor's prior written approval.

The failure of Sublessee to maintain the Premises in accordance with this Agreement shall, in the Lessor's discretion, be grounds for termination of this Agreement pursuant to Article XIII.

5.4.3 Sublessee's Maintenance Obligations. Sublessee shall pay all costs and expenses including, if applicable, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Lessor or assessed against Sublessee and collected by the Lessor, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); security; and janitorial services.

(a) Grease Trap Costs. Sublessee is responsible for providing a grease trap, or comparable equipment, for the Premises if required by Applicable Laws. Sublessee is responsible for maintaining the grease trap or equipment in good working condition in accordance with standard maintenance procedure and shall service the grease trap(s) or equipment consistent with applicable laws. A record of grease trap cleaning or copies of grease interceptor servicing must be maintained and made available for inspection by the Lessor's representative.

(b) Garbage. Sublessee, at its sole costs, shall store in sealed steel containers or other approved containers and cause to be removed daily all wet or moist

garbage, refuse and trash. Sublessee shall remove garbage from their space in such a manner that it does not leave residue on the Common Areas.

(c) Odors. Sublessee shall not permit foul or offensive odor to emanate from any garbage and trash containers within the Premises, and shall immediately take steps to abate any such odor. Nothing shall be prepared, manufactured or mixed in the Premises which emits any odors into the Plaza Marina Building.

(d) Warranties. Sublessee shall provide Lessor with copies of all warranty information for all fixtures and equipment installed on the Premises. In addition, Sublessee shall provide proof of maintenance of all such fixtures and equipment in accordance with warranty requirements on an annual basis at the end of each Lease Year. Failure to maintain the fixtures and equipment in accordance with warranty requirements will become an Event of Default under Article XIII of this Agreement.

5.4.4 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the Lessor may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the Lessor may deliver to Sublessee written notification of any portions of the Premises which the Lessor has determined are not being properly maintained, and Sublessee shall promptly prepare and deliver to the Lessor the proposed plan for remedying the indicated deficiencies of Sublessee. The failure of Sublessee to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the Lessor in its reasonable discretion shall be a default under this Agreement pursuant to Article XIII.

The failure of the Lessor to inspect or to notify Sublessee of any deficiency shall not be a waiver of default or of the Lessor's right to enforce the maintenance and repair obligations of Sublessee. Sublessee shall defend (with counsel reasonably acceptable to the Lessor), indemnify and hold the Lessor harmless from and against any and all Claims arising out of the failure of Sublessee to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

5.5 Lessor's Right to Perform Sublessee Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, Sublessee fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the Lessor shall have the right, but not the obligation, to perform such work upon delivery of written notice to Sublessee, and Sublessee shall reimburse the Lessor for all expenditures the Lessor incurs in connection with such work together with interest thereon at the Default Rate specified in Article XIII. The Lessor's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Lessor may have pursuant to this Agreement.

5.6 Lessor Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the Lessor shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises during the term of this Agreement nor shall the Lessor be obligated to maintain or operate the Premises.

5.7 Compliance with Laws. Sublessee, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Premises. Sublessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of law. Sublessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the building or the Premises which would result in a nuisance or a violation of law.

5.8 Sublessee Right to Contest. Sublessee shall have the right to contest by appropriate proceedings, in the name of Sublessee, and without cost or expense to the Lessor, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or the interest of Sublessee therein, and without subjecting Sublessee or the Lessor to any liability, civil or criminal, for failure so to comply therewith, Sublessee may delay compliance therewith until the final determination of such proceeding. Sublessee shall indemnify, defend (with counsel approved by the Lessor), protect and hold the indemnties harmless from and against all Claims arising in connection with any such contest brought by Sublessee. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

5.9 Financial Reports. Sublessee will provide an annual audited financial statement for the previous fiscal year on the anniversary of the Commencement Date,.

5.10 Maintenance of Licenses and Permits: Legal Compliance. Sublessee will, and will cause Business, to preserve and maintain the existence of their respective licenses, rights, franchises and privileges in the jurisdiction of their formation and all authorizations, consents, approvals, orders, licenses, permits, or exemptions from or registrations with, any governmental agency that are necessary for the transaction of business. Sublessee agrees to comply with all federal, state and local rules, statutes, ordinances and laws which apply to the conduct of its business activities and the construction, improvement and maintenance of its property. Sublessee further agrees to notify Lessor in writing within ten (10) days of its receipt of service or notice in any administrative or judicial proceeding in which Sublessee is named as a party that is related to the occupation or use of the Premises, or that is related to the licensing of Sublessee or any guarantor, including any petitions, complaints or administrative proceedings to amend, modify, counsel, revoke, diminish or otherwise affect any licenses or authorities currently granted to, or in the possession of, Sublessee including, but not limited to, business licenses. All repairs and Improvements to the Premises must be performed by licensed and bonded contractors.

5.11 Payment for City Services. Tenant shall reimburse City for any costs incurred by City to provide additional personnel or services (including, but not limited to, police services, and public works services) that are, in City's sole discretion, (i) directly related to Tenant's use of the Premises and (ii) beyond the number of City personnel or type of service normally provided by City. The charge for such reimbursement will be

calculated based on the actual cost of materials, supplies and direct expenses, plus reimbursement for the cost of City personnel at an hourly rate as reflected in the City's Master Fee Schedule adopted by the City Council.

ARTICLE VI CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

6.1 Condition of the Premises.

6.1.1 AS-IS Condition. Sublessee will lease the Premises in its "AS IS" condition as such condition exists as of the Possession Date.

6.1.2 No Representations. Sublessee acknowledges that except as expressly set forth herein, the Lessor makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the purposes of Sublessee, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of Sublessee or the Lessor hereunder. Sublessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Land. Sublessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Sublessee deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. Sublessee further acknowledges that the Lessor has made available all data and information on the Premises available to the Lessor, but without warranty or representation by the Lessor as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 Sublessee's Covenants. Throughout the term, Sublessee hereby covenants and agrees that

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and Sublessee shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) Sublessee shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Sublessee permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, Sublessee shall immediately advise the Lessor in writing of: (i) any and all enforcement, cleanup, removal or other

governmental or regulatory actions instituted, completed or threatened against Sublessee, the Premises or the Building pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against Sublessee, the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (ii-i) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Building; or (iv) the discovery of any occurrence or condition, by Sublessee, on any real property adjoining or in the vicinity of the Building classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection there with, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as **"Hazardous Materials Claims."** The Lessor shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by Sublessee.

(d) Without the Lessor's prior written consent, which shall not be unreasonably withheld, Sublessee shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Building (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Lessor agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Building in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City or the Lessor, Sublessee shall promptly take all actions at its sole expense as are necessary to remediate the Premises as required by law; provided that Sublessee first obtains Lessor approval of such actions, which approval may be withheld in the Lessor's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by Sublessee, it being understood that the Lessor shall incur no cost, expense or liability in connection with any Remedial Work. The Lessor shall have the right, but no obligation, to join and participate in, as a party if it so elects at the Lessor's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, **"Remedial Work"** means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Building.

6.3 Release of Claims. Sublessee hereby waives releases and discharges forever the indemnities from all present and future Claims Sublessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises.

Sublessee is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 6.3, Sublessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

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Sublessee Initials

6.4 Environmental Indemnity. Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the indemnities harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of Sublessee, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Sublessee to comply with Hazardous Materials Laws, or (iii) the breach by Sublessee of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 Definitions.

6.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste

Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

6.5.2 Hazardous Materials Laws. As used herein **"Hazardous Materials Laws"** means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

Article VIII TENANT IMPROVEMENTS

7.1 Construction of Tenant Improvements.

7.1.1 Approval of Tenant Improvements. The Sublessee must receive written approval from the Lessor prior to the construction of any Tenant Improvements that affect the Premises or the exterior of the building. Prior to expending any funds for the acquisition, installation and/or construction of any Tenant Improvements, Sublessee hereby agrees to submit to Lessor the plans, specifications, bid(s), and cost estimates for the undertaking of the Tenant Improvements.

7.1.2. Permits. Sublessee shall comply with all applicable building and design review permits and any other required state, county, or City approvals (**"Permits"**).

7.2 Prevailing Wages. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Sublessee and its contractors and agents shall comply with California Labor Code Section 1720 et seq. and the regulations adopted pursuant thereto (**"Prevailing Wage Laws"**), and are responsible for carrying out the requirements of such provisions. If applicable, Sublessee shall submit to Lessor a plan for monitoring payment of prevailing wages and shall implement such plan at the sole expense of Sublessee.

Sublessee shall indemnify, defend (with counsel approved by Lessor) and hold the indemnities harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Tenant Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Sublessee related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Lessor does not and will not waive any rights against Sublessee that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Lessor, or deposit by Sublessee to Lessor of any of the insurance policies described in this Agreement. The provisions of this Section 7.2 survive the expiration or earlier termination of this Agreement. The indemnification obligations of Sublessee as set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the indemnities.

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent permitted by law, Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the indemnities harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Business on the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by Sublessee on the Premises, (iv) any breach or default by Sublessee in the performance of any covenant or agreement to be performed by Sublessee pursuant to the terms of this Agreement, (v) any negligence of Sublessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by Sublessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the Lessor. By reason of any such Claim, Sublessee, upon notice from the Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. If an insurer under insurance required to be maintained by Sublessee hereunder shall undertake to defend the Lessor under a reservation of rights with respect to ultimate coverage and the Lessor shall reasonably deem it necessary to retain independent counsel with respect to such matter, Sublessee shall pay the reasonable fees of such counsel. The obligations of Sublessee under this Article VIII do not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the indemnities. This Section shall survive the expiration or earlier termination of this Agreement.

8.2 Insurance Requirements. Sublessee shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the

Lessor as additional insured and/or loss payee:

- a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises and the Business with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.
- b. Sublessee shall maintain property insurance covering all risks of loss including floor (if required) for 100% replacement value of the Premises, the fixtures and any Improvements, naming the Lessor as loss payee as its interests may appear.
- c. Workers' compensation insurance that complies with the statutory requirements of the State of California.
- d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).
- e. Within five (5) days of the Effective Date, Sublessee shall furnish Lessor with certificates of insurance in form acceptable to Lessor evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligations on the part of the carrier to notify the Lessor of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.
- f. If any insurance policy or coverage required hereunder is canceled or reduced, Sublessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, without further notice and at its option, procure insurance coverage at Sublessee's expense, and Sublessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.
- g. If Sublessee undertakes the construction of the Improvements pursuant to Article VII, Sublessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the indemnities as additional insured's and otherwise in compliance with all requirements set forth in this Section 8.2.

ARTICLE IX DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the Lessor shall elect by written notice delivered to Sublessee within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any

restrictions imposed by changes in any Applicable Law. If the Lessor elects to restore the Premises, the Lessor shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Lessor pursuant to this Agreement. If the Lessor does not elect to restore the Premises and the Lessor does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the Lessor's option this Agreement will terminate upon delivery of written notice to Sublessee. If the Lessor elects to restore the Premises, the Lessor shall confer with Sublessee regarding the design and plans for such restoration of the Premises.

9.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, Sublessee shall promptly give the Lessor notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.3 Lessor's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the Lessor has the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Sublessee and/or the Lessor nor required to be insured against by Sublessee and/or the Lessor under this Agreement.

ARTICLE X

LANDLORD'S RIGHT TO PERFORM SUBLESSEE'S COVENANTS

If Sublessee fails at any time to pay any Imposition or other charge payable by Sublessee to a third party as required under this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the Lessor, after thirty (30) days' written notice to Sublessee and without waiving or releasing Sublessee from any obligation of Sublessee hereunder, may (but is not required to): (i) pay such Imposition or other charge payable by Sublessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the part of Sublessee to be made or performed under this Agreement; and the Lessor may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefore.

All sums paid by the Lessor and all costs and expenses incurred by the Lessor in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the Lessor's making of each such payment) shall constitute additional Rent payable by Sublessee under this

Agreement and shall be paid by Sublessee to the Lessor on demand. The **"Default Rate"** shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE XI MORTGAGES

11.1 Non-Subordination of Fee. The Lessor will not subordinate its leasehold interest in the Premises or its right to rent payments hereunder or any other right of the Lessor under this Agreement. Except as expressly set forth in this Agreement, Sublessee may not mortgage its interest in the Premises. Notwithstanding anything to the contrary, the Lessor has no obligation to encumber or otherwise subordinate its fee interest in the Premises to Sublessee.

11.2 Estoppel Certificates. Sublessee shall, within ten (10) days after receipt of a request from lessor or any lender of Lessor, execute, acknowledge and deliver to Lessor or such lender either a statement in writing or a three party agreement among Lessor, Sublessee and such lender (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified is in full force and effect) and the date to which Rent is paid in advance, if any, (b) acknowledging that there are not, to Sublessee's knowledge, any uncured defaults on the part of Lessor under this Lease, or specifying such defaults if any are claimed, and (c) specifying any further information and agreeing to such notice provisions and other matters reasonably requested by Lessor or such lender. Any such statement may be conclusively relied upon by a prospective purchaser or lender of the Premises. Sublessee's failure to deliver such statement within ten (10) days will constitute a default under this Lease. If Sublessee fails to deliver the statement within the ten (10) days, Sublessee irrevocably constitutes and appoints Lessor as its special attorney-in-fact to execute and deliver the statement to any third party.

ARTICLE XII ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

12.1 Restrictions on Transfer, Assignment and Encumbrance. Sublessee has no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, the fixtures, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise without the prior written approval from Lessor.

12.2 No Involuntary Transfers. No interest of Sublessee in this Agreement, the Premises or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Sublessee for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Sublessee, and Lessor has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Sublessee.

12.3 No disturbance. Provided that Sublessee is not in default under this Agreement, the possession, use and enjoyment of the Premises by Sublessee will not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Lessor, or any exercise of any remedies under this Agreement. Sublessee shall ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants in the Building.

ARTICLE XIII DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. Sublessee will be in default under this Agreement upon the occurrence of any of the following events of default (each, an **"Event of Default"**):

(a) Payment of Base Rent. Sublessee fails to pay Base Rent when due and Sublessee fails to cure such default within three (3) business days;

(b) Other Monetary Obligations. Sublessee at any time is in default hereunder as to any monetary obligation other than Base Rent (including without limitation, the obligation of Sublessee to pay Sublessee's Monthly Operating Costs Payment, and the obligation of Sublessee to pay taxes and assessments due on the Premises or part thereof, subject to the right of Sublessee to contest such charges pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the Lessor shall have given Sublessee a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. Sublessee fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Sublessee fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. Sublessee abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Sublessee hold interest of Sublessee in this Agreement occurs in violation of the provisions of Article XII;

(f) Non-Monetary Obligations. Sublessee defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Lessor has given written notice of the default to Sublessee; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if Sublessee commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after

receipt of a Notice of Default;

(g) Bankruptcy. Sublessee files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Sublessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Sublessee seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of Sublessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of Sublessee and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Sublessee;

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Sublessee in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Sublessee;

j) Liens. The failure of Sublessee to satisfy the requirements of Section 4.6 within the time periods specified therein;

k) Removal of Lessor Equipment. Sublessee removes Lessor Equipment in violation of Section 4.5 of this Agreement.

13.2 Notice and Opportunity to Cure.

13.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

13.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any

such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13.3 Remedies Upon Default.

13.3.1 Lessor's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the Lessor hereunder and/or provided by law, the Lessor has the right to terminate this Agreement and the possessory rights of Sublessee hereunder, in accordance with applicable law to re-enter the Premises and take possession of the Premises and of the fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property there from, and to store such property at the risk of Sublessee and for the account of Sublessee, and Sublessee shall have no further claim thereon or hereunder. The Lessor's re-entry or taking of possession of the Premises may not be construed as an election on the Lessor's part to terminate this Agreement unless the Lessor has given written notice of such intention to Sublessee. In no event shall this Agreement be treated as an asset of Sublessee after any final adjudication in bankruptcy except at the Lessor's option so to treat the same but no trustee, receiver, or liquidator of Sublessee shall have any right to disaffirm this Agreement.

13.3.2 Remedies Upon Abandonment. If Sublessee should default under this Agreement and abandon the Premises, the Lessor may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the Lessor is entitled to recover from Sublessee all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the Lessor's interest under this Agreement.

13.3.3 Lessor Right to Continue Lease. In the event of any default, if Sublessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, under this Agreement by Sublessee (and regardless of whether or not Sublessee has abandoned the Premises), this Agreement does not terminate (except by an exercise of the Lessor's right to terminate under Section 13.3.1) unless the Lessor makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Sublessee. For so long as this Agreement continues in effect, the Lessor may enforce all of the Lessor's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Sublessee: (a) acts of maintenance or preservation or efforts to relit the Premises; or (b) the appointment of a receiver upon initiative of the Lessor to protect the Lessor interest under this Agreement.

13.3.4 Right to Injunction; Specific Performance. In the event of a default by Sublessee under this Agreement, the Lessor shall have the right to commence an action

against Sublessee for damages, injunction and/or specific performance. The failure, for any reason, of Sublessee to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

13.3.5 Right to Receiver. Following the occurrence of an Event of Default, if Sublessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the Lessor, at its option, may have a receiver appointed to take possession of the interest of Sublessee in the Premises with power in the receiver (a) to administer the interest in the Premises held by Sublessee, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the obligations of Sublessee under this Agreement, as the court deems proper.

13.4 Remedies Cumulative. No remedy specified in this Article XIII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

1.3.5 No Election of Remedies. The rights given in this Article XIII to receive collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provision's and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the Lessor upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Sublessee because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

13.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the Lessor under Article VIII of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Lessor to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve Sublessee of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XIV GENERAL PROVISIONS

14.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires,

casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Sublessee and the Lessor (acting in the discretion of its Executive Director unless he or she determines in his or her discretion to refer such matter to the governing board of the Lessor). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

14.2 Lessor's Right to Enter the Premises. The Lessor and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of no responsibility and similar notices, and to discharge the obligations of Sublessee as stated hereunder when Sublessee has failed to do so within a reasonable time after written notice from the Lessor.

14.3 Representations of Lessor and Sublessee.

14.3.1 Sublessee hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) Sublessee has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of Sublessee, enforceable against Sublessee in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon Sublessee or any provision of any indenture, agreement or other instrument to which Sublessee is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to Sublessee.

14.3.2 Lessor hereby represents and warrants that all of the following are true

and correct as of the Effective Date:

(a) The Lessor has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Lessor, enforceable against the Lessor in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Lessor or any provision of any indenture, agreement or other instrument to which the Lessor is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Lessor.

14.4 Miscellaneous.

14.4.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.4.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account; in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a no business day.

Lessor: Pittsburgh Arts and Community Foundation, Inc.

65 Civic Drive
Pittsburg, CA 94565
Attention: Executive Director
Telephone: (925) 252-4877
Facsimile: (925) 252-4851

With copy to: Meyers Nave Riback Silver & Wilson
555 12th Street, Suite 1200
Sacramento, CA 95814
Attention: Attorney
Telephone: (916) 556-1531
Facsimile: (916) 556-1516

Sublessee: Gerardo Rivera
DBA NARCONONT CAFE
1639 BENEDICT DRIVE, SAN LEANDRO CA 94577
Telephone: (925) 207-4441

14.4.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.4.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.4.5 Short Form of Lease. A memorandum of lease will be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.4.7 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

14.4.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnities by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnities.

14.4.9 No Third-Party Beneficiaries; Disclaimer of Partnership. Lender/Sublessee Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Lessor does not as a result of this Agreement in any way nor for any purpose become a partner of Sublessee or a joint venturer with Sublessee in the conduct of business or otherwise by Sublessee. This Agreement is not intended to, and shall not be construed to create the relationship of principal and agent, partnership, joint venture, or association as between the Lessor and Sublessee. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the Lessor does not, solely as a result of this Agreement, become a lender to Sublessee.

14.4.10 Entire Agreement. This Agreement, together with Exhibits A through E which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.4.11 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

The Executive Director, in his/her sole discretion, may make minor amendments to this Lease Agreement. A minor amendment shall be any modification that does not make a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto ("Minor Amendment"). Minor Amendments shall include, but are not limited to, the times for performance, square footage available for lease; changes in maintenance responsibilities, and improvements to the Premises.

Minor Amendments may be approved by the prior written consent of the Executive Director. The Executive Director's determination as to the status of any Minor Amendment is final. The Executive Director also may, at his/her discretion, determine

that a Minor Amendment shall be reviewed and acted upon by the Board of Directors and not by the Executive Director. No provision of this Sublease may be amended except by a mutual agreement in writing signed by the parties hereto or their respective successors in interest.

14.4.12 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

14.4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

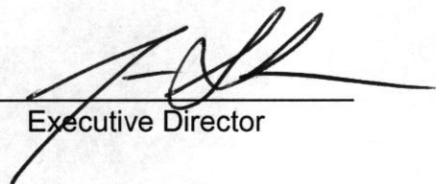
14.4.14 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the Lessor in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lessor's Executive Director or by any person who shall have been designated by the Executive Director, without further approval by the Lessor Board of Directors unless the Executive Director determines in his or her discretion that such matter requires consideration by the Lessor Board.

14.4.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Lessor or the City shall be personally liable to Sublessee or its successors in interest in the event of any default or breach by the Lessor or for any amount which may become due to Sublessee or the permitted successors in interest of Sublessee pursuant to this Agreement.

[Signatures on Following Page]

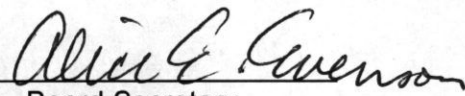
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the City of Pittsburg, State of California, as of the date first written above.

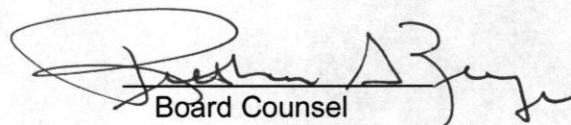
**PITTSBURG ARTS AND COMMUNITY FOUNDATION,
a California 501(c)(3) Nonprofit Corporation**

By: 
Executive Director

ATTEST:

REVIEWED AS TO FORM

By: 
Board Secretary


Board Counsel

**GERARDO RIVERA
an Individual**

By: 
Title: Owner

2391085.1

LIST OF EXHIBITS

- A: Property
- B: Master Lease Agreement
- C: Premises
- D: Lessor Equipment
- E: Building And Common Area Costs Categories

EXHIBIT A

Legal Description of the Property

PARCEL MAP WAIVER 08-01

That certain Parcel of land situate in the City of Pittsburg, County of Contra Costa, State of California, Lot 2 and Lot 3 of "Official Map of Marina View", filed on October 5, 1968, in Book 124 of Maps, at Page 41, said County Recorder's Office and a portion of Marina Boulevard as said street is shown on said map (124M41) and described in Document No. 2008-0023740, recorded on FEBRUARY 2, 2008 Contra Costa County Official Records, more particular described as follows:

PARCEL 1

COMMENCING at the most southwesterly corner of said Lot 2; thence along westerly boundary line of said Lot 2 North 17°46'36" East 201.97 feet to the **TRUE POINT OF BEGINNING**; thence leaving said westerly boundary line North 72°06'24" West 3.85 feet to a point on a non-tangent curve concave westerly and having a radius of 242.00 feet, a radial line of said curve from said point bears North 77°02'00" West; thence along said curve northerly 135.97 feet through a central angle of 32°11'33"; thence non-tangent from said curve North 65°42'43" East 91.53 feet to a point on a non-tangent curve concave northeasterly and having a radius of 33.00 feet, a radial line of said curve from said point bears South 83°54'27" East; thence along said curve southerly and southeasterly 55.27 feet through a central angle of 95°57'50"; thence non-tangent from said curve South 17°38'57" West 162.04 feet; thence North 72°06'24" West 58.89 feet to the **POINT OF BEGINNING**.

CONTAINING 0.32 Acres, more or less.

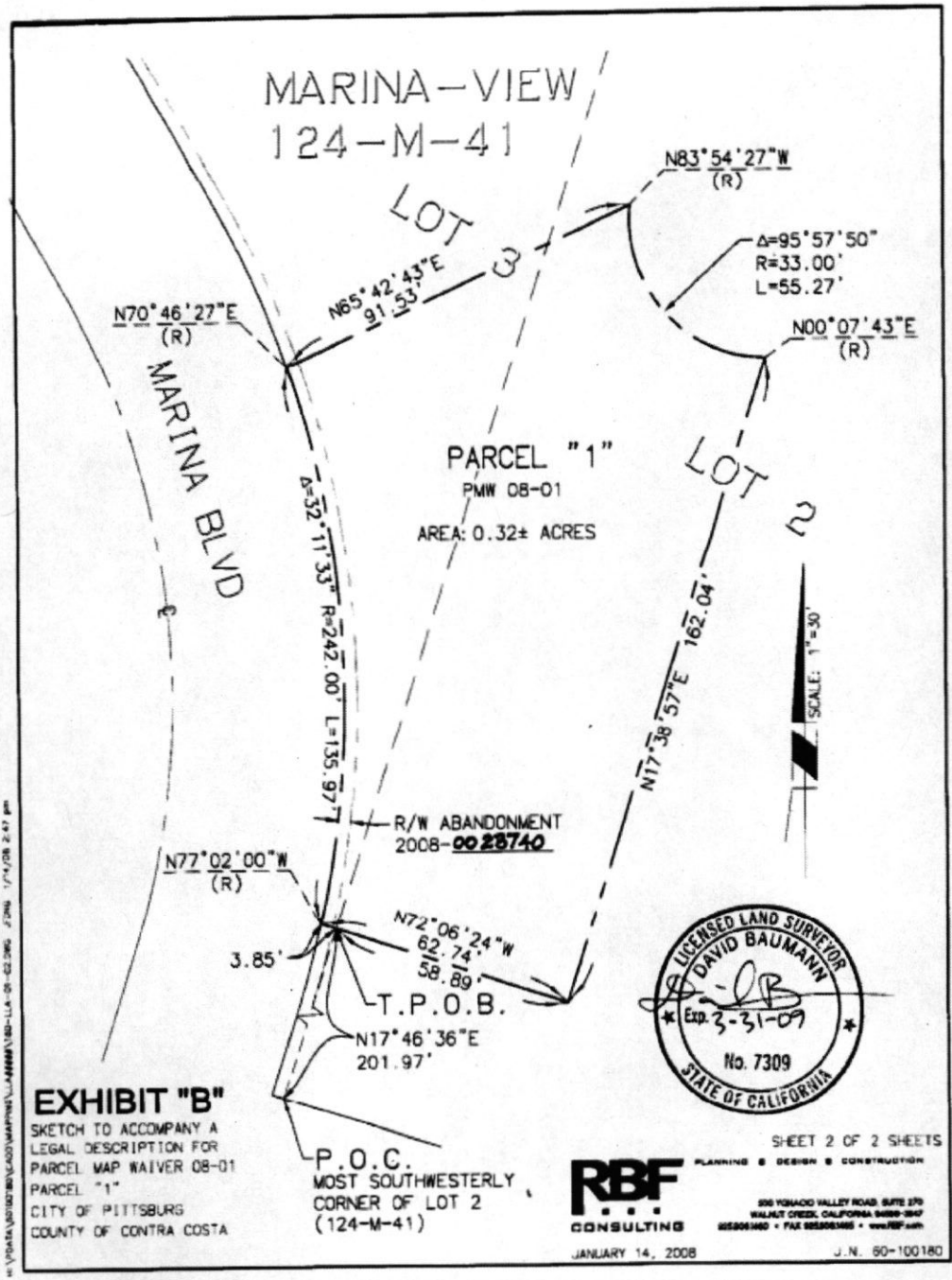


EXHIBIT B

Master Lease

(Separate Document)

EXHIBIT C

Premises

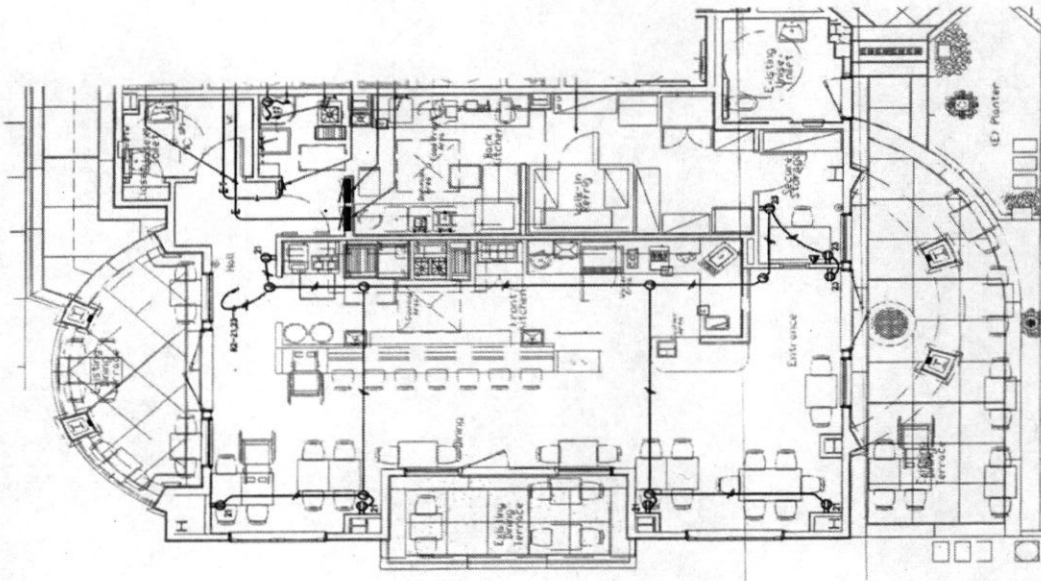


EXHIBIT D

Lessor Equipment

ITEM #	DESCRIPTION	QUANTITY
1	82" WORK TOP UNDER COUNTER 4 DRAWER	1
2	UNDER COUNTER REFRIGERTOR 2 S/S DOORS	1
3	27" PREP STATION REFRIGERTOR 1 DOOR S/S	1
4	27" PREP STATION REFRIGERTOR 1 DOOR S/S	1
5	24" HOT PLATE (4) OPEN BURNERS	1
6	36" COUNTER TOP GRIDDLE	1
7	24" COUNTER TOP GRIDDLE	1
8	FREEZER REACH IN 3 DOOR	1
9	REFRIGERATED SANDWICH UNIT	1
10	27" WORK TOP FREEZER	1
11	DEEP FRYER	2
12	HOT FOOD WELL	2
13	36" 6 BURNER RANGE WITH OVEN	1
14	MICROWAVE	2

EXHIBIT E

Building Costs & Common Area Costs

Maintenance includes but is not limited to:

1. Scheduled exterior cleaning
2. Pest control
3. Elevator (if applicable)
4. Fire and security alarm
5. Fire extinguishers
6. Roof
7. Security cameras
8. Paint
9. Landscaping
10. Parking lot resurfacing and striping
11. Common area facilities and equipment (i.e. backflow device, plumbing, electrical)
12. Common area utilities.

MASTER LEASE AGREEMENT

by and between

THE CITY OF PITTSBURG

and

THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

THIS MASTER LEASE (this "**Lease**"), dated as of January 18, 2011 (the "**Effective Date**"), is entered into by and between the City of Pittsburg, a municipal corporation (hereinafter "**City**" or "**Landlord**") and the Pittsburg Arts and Community Foundation, a California 501(c)(3) non-profit corporation ("**Tenant**"). Landlord and Tenant are hereafter collectively referred to as the "**Parties**."

RECITALS

A. The Redevelopment Agency of the City of Pittsburg ("**Agency**") is the owner of fee title to the real property located at 51 Marina Boulevard, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Agency is a Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. (the "**CRL**"), the Property is located in the Los Medanos Community Development Project Area (the "**Project Area**"), and the Project Area is governed by the redevelopment plan (as subsequently amended, the "**Redevelopment Plan**").

C. The Agency and the City entered into that certain ground lease dated June 7, 2010 (the "**Ground Lease**"), pursuant to which the Agency leased the Property to the City.

D. The City has constructed on the property a two-story marina commercial building (the "**Marina Building**") that will house the offices of the Pittsburg Power Company, Island Energy, and the Property also contains retail/office space, upgraded restrooms and showers and a laundry facility for marina users, and public/common space (the "**Improvements**").

E. The City desires to lease the leasable space within the Marina Building as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "**Premises**") to the Tenant, and the Tenant desires to lease the Premises from the City in order to accomplish the goals set forth by the CRL and the Redevelopment Plan.

F. Article V, Section 5.3 of the Ground Lease authorizes and approves of a master lease by and between the City and the Pittsburg Arts and Community Foundation.

G. Concurrently with the execution of this Lease, the City and the Tenant will enter into a maintenance agreement (the "**Maintenance Agreement**"), substantially in the form attached as Exhibit C attached hereto and incorporated herein by this reference, for maintenance of certain common and public areas related to the Property.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

ARTICLE I

DEMISE OF PREMISES

1.1 Definitions. For purposes of this Lease, the following terms have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Lease.

- (a) "**Applicable Laws**" is defined in Section 6.7.
- (b) "**Rent**" is defined in Section 3.3.
- (c) "**Claims**" is defined in Section 4.2.
- (d) "**Force Majeure**" is defined in Section 13.1.
- (e) "**Hazardous Materials**" is defined in Section 7.4.1.
- (f) "**Hazardous Materials Claims**" is defined in Section 7.1.
- (g) "**Hazardous Materials Laws**" is defined in Section 7.4.2.
- (h) "**Impositions**" is defined in Section 4.1.
- (i) "**Improvements**" is defined in Section 5.1.
- (j) "**Indemnitees**" is defined in Section 4.2.
- (k) "**Lease Termination**" is defined in Section 2.1.
- (l) "**Premises**" is defined in Exhibit B.
- (m) "**Property**" is defined in Exhibit A.
- (n) "**Term**" is defined in Section 2.1.

1.2. Creation of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (as defined in Section 2.1 below) on the terms and conditions set forth in this Lease.

1.3. Condition of Title. Landlord leases the Premises to Tenant subject to all easements, covenants, conditions, restrictions and other title matters of record existing as of the Effective Date, and all matters that would be apparent from an inspection of the Premises on the Effective Date.

1.4. Condition of Premises. The Tenant will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the Tenant's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Property available to the Tenant, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Lease.

1.5 Incorporation of Recitals. The Parties hereby acknowledge the truth of the Recitals set forth above, and such Recitals are hereby incorporated into this Lease.

ARTICLE II

TERM OF LEASE

2.1 Term. The term of this Lease (the "**Term**") commences the Effective Date and expires on January 31, 2021. The expiration or sooner termination of the Term shall be referred to as "**Lease Termination**."

2.2 Option to Extend Term. Tenant has two (2) options to extend the Term for an additional ten (10) years (the "**Options**") each upon the same terms and conditions set forth herein. Tenant shall exercise the Options by delivering written notice of exercise to Landlord by no later than ninety (90) days prior to the expiration of the then-current Term. Landlord has the sole right to approve or deny options to extend this Lease.

2.3 Surrender. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of Landlord's right to reenter the Premises without terminating

this Lease, Tenant shall surrender the Premises in good condition and repair except for (a) ordinary wear and tear and (b) casualty covered by Article IX and Section 13.1.

ARTICLE III

RENT; MONETARY OBLIGATIONS

3.1 Rent. Commencing on the Effective Date and continuing annually thereafter on January 1 of each year, Tenant shall pay to Landlord as rent for the Premises, the sum of One Dollar (\$1) per year ("**Base Rent**"). Base Rent should be paid to the Landlord in lawful money of the United States at the place to which notices are to be delivered pursuant to Section 13.5.3, unless Landlord designates a different address in writing to the Tenant.

3.2 Additional Rent. Tenant also agrees to pay as rent all sums, Impositions (as defined in Section 4.1), costs, expenses, and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay (collectively, "**Additional Rent**"). If Tenant fails to pay timely any Additional Rent, Landlord has (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law in the case of non-payment of rent, subject to the terms and conditions of this Lease.

3.3 Definition of Rent. The Base Rent payable pursuant to Section 3.1 and Additional Rent payable pursuant to Section 3.2 shall be collectively referred to as "**Rent**" under this Lease.

3.4 Triple Net Lease. This is a triple net lease to the City. With the exception of certain enumerated maintenance requirements set forth in Article VI, it is the intent of the Parties that the Rent shall be an absolutely net return to the City and that the Tenant shall pay all costs and expenses relating to the Premises of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Agency or assessed against the Tenant and collected by the Agency, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Premises.

ARTICLE IV

TAXES, ASSESSMENTS AND OTHER CHARGES

4.1 Impositions. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever,

pertaining to the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by the Tenant from subtenants or licensees, if any, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which the Tenant is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions.**"

4.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Lease will be prorated between the Tenant and the Landlord.

4.1.2 Evidence of Payment. Upon request by the Landlord, the Tenant shall furnish, in a form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

4.1.3 Audit. Tenant has the right to audit the Landlord in relation to all costs and expenses that pass through the Landlord and are charged to the Tenant. Tenant must request such audit in writing. The Landlord shall turn over copies of its books and records with 30 days of receiving an audit request from Tenant, or arrange a time for Tenant to review the original books and records during such time that the Landlord is regularly open for business.

4.2 Tenant Right to Contest. The Tenant has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the Landlord's title to the Premises to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the Landlord and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Landlord's title, reversion or other interest in the Property or the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 4.2, the

Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

4.3 Tenant Duty to File. The Tenant shall have the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the Tenant under the provisions of this Article IV, and shall notify the Landlord in writing upon making such filing, declaration, statement or report, and the Landlord shall not be responsible for the contents of any such declaration, statement or report; provided however, the Landlord shall cooperate with the Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Landlord.

ARTICLE V

ALTERATIONS AND NEW CONSTRUCTION

5.1 Changes and Alterations. During the Term of this Lease, the Tenant shall not make any alteration or addition to the Premises (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Premises without the prior written consent of the Landlord. All alterations and additions shall be made at the sole cost and expense of the Tenant and shall comply with all of the following:

(a) The change or alteration shall not materially impair the value or structural integrity of the Improvements.

(b) The change or alteration shall be for a use which is permitted hereunder.

(c) No change, alteration or addition shall be undertaken until Tenant shall have obtained and paid for, so far as the same may be required from time to time, all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) Any change, alteration or addition shall be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the period of initial construction of the Improvements or the construction of any change, alteration or addition in, to or of, the Improvements, new construction or any restoration, City shall comply with the insurance requirements set forth in Article VIII, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Improvements or the Property

(f) Prior to commencement of any construction, change, alteration or repair Tenant shall deliver to City not later than ten (10) business days written notice of the proposed work and a general description of the proposed work. Such work shall not

proceed until Landlord has approved (which approval shall not be unreasonably withheld or delayed) in writing:

- (i) Tenant's contractor;
- (ii) The amount and coverage of public liability and property damage insurance, with Landlord named as an additional insured, carried by the Tenant's contractor;
- (iii) Complete and detailed plans and specifications for such work, and;
- (iv) A schedule for the work.

5.2 No Right to Demolish. Notwithstanding any other provisions of this Article V, Tenant shall have no right to demolish any Improvement, once built, without prior written consent of City.

5.3 Fixtures. Tenant shall have the right to place and install personal property, such as trade fixtures, equipment and other temporary installments in and upon the Premises. Tenant shall have the right to remove all personal property during the term of this Lease provided that all damage to the Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

5.4 Indemnity. Tenant agrees to indemnify, defend and hold Landlord harmless for any work performed, including consequential damages, which is not performed in accordance with applicable law or the provisions of this Lease.

ARTICLE VI

USE OF THE PREMISES; UTILITIES; MAINTENANCE; COMPLIANCE WITH LAWS

6.1 Use of Premises

6.1.1 Permitted Uses. It is agreed that the Premises may be used only for improving the quality of life in Pittsburg, California, for public purposes, or for commercial purposes consistent with the Tenant's organizational goals. Tenant acknowledges and agrees that the success of this Premises to reach this goal is dependant upon Tenant using good faith discretion in the subleasing of the Premises to any subtenants. Tenant shall obtain and keep in effect all licenses and entitlements required for this use of the Premises and shall comply with all terms and conditions of said licenses and entitlements.

6.1.2 Parking. Tenant shall have the nonexclusive use, in common with the Landlord, of the non-reserved common automobile parking areas and driveways. Tenant agrees to cause Tenant and its employees to park their automobiles in accordance with Landlord's parking rules and regulations as established from time to time.

6.1.3 Signs. At Tenant's sole expense, Tenant may install exterior signs, which comply with state and local law, on the Premises.

6.1.4 Prohibited Uses. Tenant shall not use the Premises for or carry on or permit in or upon the Premises, or any part thereof, any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, or anything against public policy, or interfere with the business of any other tenants or occupants in the Property, or permit any going-out-of-business, auction, liquidation, fire or bankruptcy sale to be held or conducted in and about the Premises. Tenant agrees not to cause, permit or suffer any waste, damage disfigurement or injury to the Premises, to the fixtures or equipment thereon, or to the Common Areas, not to permit or suffer any overloading of the floor of the Premises or other parts of the Property. Tenant shall not use the Premises for washing clothes or cooking, and nothing shall be prepared, manufactured or mixed in the Premises which emits any odor into the Property. No secondhand store shall be conducted on the Premises. The prohibition against washing clothes and cooking as provided in the paragraph shall not be applicable to tenants or occupants whose business is that of a restaurant or other food service business.

6.1.5 Electrical Equipment. Tenant shall not install, operate or maintain in the Premises any electrical equipment which does not bear the Underwriters Laboratory approval, or which equipment would overload any portion of the electrical system of the Property in Landlord's sole determination.

6.1.6 Nuisance. Tenant shall not do or permit anything to be done in or about the Premises which shall in any way obstruct or interfere with the operation of the Property or Common Area or with the rights of other tenants or occupants of the Property or Common Areas or injure, disturb or annoy other tenants or occupants of the Property of Common Areas.

6.1.7 Access by Landlord. Landlord reserves the right for Landlord and Landlord's Authorized Representatives to enter the Premises at any reasonable time: (a) to inspect the Premises; (b) to supply services to be provided by Landlord to Tenant under this Lease; (c) to show the Premises to prospective lenders, purchasers or tenants; (d) to alter, improve, maintain or repair the Premises or any portion of the Property; (e) to install, maintain, repair, replace or relocate any pipe, duct, conduit, wire or equipment serving other portions of the Property but located in the ceiling, wall or floor of the Premises; (f) to determine whether Tenant is complying with Tenant's obligations hereunder; (g) to perform any other obligation of Tenant after Tenant's failure to perform same; or (h) upon default by Tenant under this Lease. If Landlord enters the Premises for the purposes set forth in items (b), (d), (e) or (g) of the preceding sentence, Landlord may erect scaffolding and store tools, materials, and equipment in the Premises when required by the character of the work to be performed. Landlord shall not unreasonably interfere with Tenant's business at the Premises in exercising its rights under this Section 6.1.7, unless an emergency situation exists.

6.2 Nondiscrimination. Tenant hereby covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are

defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

6.3. Utilities. The Premises shall have separate meters for measuring the amounts of gas and electricity furnished to the Premises. Tenant shall promptly pay all charges for heat, gas, electricity, telephone, air conditioning, ventilating, and any other utilities and/or materials used or consumed on the Premises. Tenant shall arrange for the provision of such services and shall make payment therefore directly to the public utility or other company providing such services.

6.3.1 Interruption of Utilities. Landlord shall not be liable to Tenant in damages or otherwise: (i) if any utility becomes unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, and/or give Tenant the right to reduce or abate Rent.

6.4 Maintenance, Repairs and Inspection of the Premises.

6.4.1 Tenant's Maintenance and Repairs Obligations. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain, repair and manage the Premises including all landscaping and Improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Tenant shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. If Tenant so chooses, Tenant shall be responsible for arranging and payment for the provision of janitorial services to the Premises. All repairs by Tenant shall be completed by contractors approved by Landlord. Any replacements required of Tenant shall be made with equipment and/or materials equal to the specification and quality of the original. The Tenant's failure to maintain the Premises in accordance with this Lease shall, in the Landlord's discretion, be grounds for termination of this Lease pursuant to Article XII.

6.4.2. Landlord's Maintenance and Repairs Obligations. Landlord shall maintain: a) roofs (excluding interior ceilings), foundations, and exterior walls at the Premises (excluding all doors, plate glass, storefronts, display and other windows) and (b) plumbing, pipes and conduits. Tenant shall reimburse Landlord within ten (10) days of receipt of an invoice for all costs and expenses incurred by Landlord which are required to make any repair to the Premises in connection with or resulting from (i) any alteration or

modification to the Premises performed by, for or because of Tenant or to special equipment or systems installed by, for or because of Tenant, (ii) the installation, use or operation of Tenant's property, fixtures and equipment, (iii) the moving of Tenant's property into or out of the Premises or in and about the Premises, (iv) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not contemplated by the parties at the time of execution of this Lease (e.g., subsequent installment of special use rooms), or (v) the acts or omissions of Tenant or Tenant's invitees, subtenants, and/or licensees, all of which shall be solely Tenant's obligation.

6.4.3 Common Area Maintenance. The Parties agree that maintenance of the landscaping, pedestrian walkway, refuse collection area serving the Property, and abutting public sidewalks (collectively, the "**Common Area**") shall be completed in a consistent and first-class manner. Upon execution of this Agreement, the City and the Tenant shall enter into the Maintenance Agreement for the maintenance of the common areas in substantially the form attached hereto as Exhibit C. Pursuant to the Maintenance Agreement, the Tenant shall pay a fee to the Agency for maintenance of the Common Area (the "**Maintenance Charge**").

6.4.4 Inspection. At any time during the Term, with not less than three (3) days notice and during normal business hours, the Landlord may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required by this Lease. Following its inspection, the Landlord may deliver to the Tenant written notification of any portions of the Premises which the Landlord has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the Landlord the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the Landlord in its reasonable discretion shall be a default under this Lease. Landlord's failure to deliver, following any Landlord's inspection, any notice of deficiency to Tenant, shall not be a waiver of any default by Tenant under this Article. The Tenant shall defend, indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

6.5 Landlord's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 12.2, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Lease, the Landlord shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the Landlord for all expenditures the Landlord incurs in connection with such work. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Lease.

6.6 Landlord Not Obligated to Perform Repairs. Notwithstanding any contrary provision in this Lease, the Landlord shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises caused by Tenant during the term of this Lease nor shall the Landlord be obligated to maintain or operate the Premises.

6.7 Compliance with Laws. The Tenant, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. The Tenant shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use, operation, and management of the Premises. (All of the foregoing state, federal and local laws, regulations and ordinances are referred in this Lease as the "**Applicable Laws.**")

The Tenant shall not use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law.

6.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the inurrence of any lien, charge or liability against the Premises or Tenant's interest therein, and without subjecting the Tenant or the Landlord to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend, protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Lease.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Tenant's Covenants. The Tenant hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of the Business, provided

such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Tenant shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant, the Premises or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant, the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Premises or Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims.**" The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the Tenant.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises or the Property results in any contamination of the Property in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Premises or Property as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Lease, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental City, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or

agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Property.

7.2 Release of Claims. The Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims the Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or Agency-owned property other than the Property and which migrates onto the Premises after the Effective Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Effective Date.

The Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 7.2, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

7.3 Environmental Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Tenant of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Definitions.

7.4.1 Hazardous Materials. As used in this Lease, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

7.4.2 Hazardous Materials Laws. As used in this Lease "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.4.1, as any of the foregoing may be amended from time to time.

ARTICLE VIII

INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent allowed by law, the Tenant shall indemnify, defend and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Tenant on the Premises, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Lease, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon

notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article XIII shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Lease.

8.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

(a) Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises and the Business with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

(b) Workers' compensation insurance that complies with the statutory requirements of the State of California.

(c) Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

Upon Agency's request, Tenant shall furnish City with certificates of insurance evidencing the required insurance coverage. Any third party certificates shall contain a statement of obligation on the part of the carrier to notify City and Tenant of any cancellation, termination or nonrenewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or nonrenewal.

ARTICLE IX

DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the City shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. If the City elects to restore the Premises, the City shall confer with the Tenant regarding the design and plans for such restoration of the Premises. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of

the costs of the restoration and rebuilding required to be performed by the City pursuant to this Lease. If the City does not elect to restore the Premises and the City does not exercise its right to terminate this Lease within 120 days following the date of the occurrence of the damage, then at the City's option this Lease shall terminate upon delivery of written notice to the Tenant.

9.2 Rent Abatement. In the event of any material damage to or destruction of the Premises during the Term, the City will abate Rent to the extent that Tenant is prevented from occupying the Premises, or any portion thereof, for the uses authorized in this Lease.

9.3 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.4 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City shall have the option to terminate this Lease and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by the Tenant and/or the City nor required to be insured against by the Tenant and/or the City under this Lease.

ARTICLE X

CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

10.1 If the Tenant shall at any time fail to pay any Imposition or other charge payable by the Tenant to a third party as required by this Lease, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Lease, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Lease, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Lease; and the City may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

ARTICLE XI

ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMEN

11.1 Subletting Permitted.

11.1.1 Tenant may sublease all or a portion of the Premises or Improvements provided that the following requirements are met:

- (a) The contemplated use of the Premises by sublessee does not conflict with the permitted uses described in Section 6.1 or any Applicable Laws;
- (b) The proposed assignee or subtenant is permitted use for the Premises;
- (c) The proposed subletting would not breach any covenant of the Tenant in this Lease; and
- (d) The proposed subletting does not require any change or changes to the provisions of this Lease.

11.1.2 Form of Sublease

The Tenant shall use a form of sublease approved by the City. The form of sublease will comply with all requirements of this Lease and will, among other matters:

- (a) be for a term of not less than one year, unless by mutual agreement between the City and the Tenant;
- (b) include the following nondiscrimination language. "Tenant hereby covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises."

11.2 Restrictions on Transfer, Assignment; Landlord's Election to Terminate Lease. The Tenant shall not sell or assign its leasehold interest hereunder or any portion of its interest in the Premises or Improvements, voluntarily, involuntarily, by operation of law or otherwise without the City's prior written consent, which shall not be unreasonably withheld. No voluntary or involuntary assignee of the Tenant shall acquire rights or powers under this Lease absent such consent.

Landlord may elect to terminate this Lease in the event of a proposed assignment of this Lease. If Landlord elects to terminate this Lease or any portion thereof, Tenant shall surrender possession of the Premises, or the portion thereof which is the subject of the termination, as the case may be, on the date set forth in such notice in accordance with the provisions of this lease relating to surrender of the Premises at the expiration of the Term. If this Lease is terminated as to a portion of the Premises only, Rent after the date

of termination shall be reduced on a pro rata basis, as determined by Landlord. After any such termination, Landlord may directly lease the Premises to any party, including, without limitation, any party with whom Tenant previously discussed an assignment.

11.3 Documentation and Expenses. Any sublease or any assignment, conveyance or transfer to which Landlord has consented to in writing ("**Permitted Transfers**") shall be evidenced by an instrument in writing and executed by Tenant and the transferee. Notwithstanding any permitted subletting, Tenant and any guarantors shall remain fully liable to perform its and/or their obligations under this Lease. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's administrative fees and Landlord's reasonable legal fees incurred by Landlord in obtaining advice and preparing documentation in connection with any proposed Transfer, whether or not Landlord's consent is given.

11.3 Vacancies. The Tenant shall use all reasonable efforts to ensure that the Premises is fully occupied at all times during the Term.

11.4 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Lease, no interest of the Tenant in this Lease, the Premises or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any involuntary transfer described in this Section 11.4 shall constitute an Event of Default under this Lease by the Tenant, and the City shall have the right to terminate this Lease pursuant to Article XII as a result of any such transfer taking place, in which case this Lease shall not be treated as an asset of the Tenant.

11.5 Assumption Agreement and Release. No Permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Permitted Transfer takes place; and whereby such transferee assumes liability for the obligations of this Lease.

11.6 Nondisturbance. Provided that the Tenant is not in default under this Lease, the Tenant's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Lease. The Tenant shall also ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants or subtenants in the Property.

ARTICLE XII

DEFAULT; REMEDIES; TERMINATION

12.1 Events of Default.

12.1.1 Tenant Event of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following ("**Events of Default**"):

(a) Monetary Obligation. Tenant at any time is in default hereunder as to any monetary obligation required by this Lease, and such default continues for thirty (30) days after Tenant receives Notice of Breach (as defined in Section 12.2.1);

(b) Insurance. Tenant fails to obtain and maintain any policy of insurance required pursuant to this Lease, and Tenant fails to cure such default within ten (10) days following receipt of Notice of Breach;

(c) Abandonment. Tenant abandons or ceases to use the Property or Premises in accordance with Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(d) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Lease occurs in violation of the provisions of Article XI;

(e) Bankruptcy. Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(f) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Tenant in the Property or Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

(g) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of

sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(h) Nonmonetary Obligations. Tenant is in default in any other of its promises, covenants or agreements contained in this Lease, and such default shall continue for thirty (30) days after Tenant receives Notice of Breach specifying the particulars of such default, unless Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith.

12.1.2 Landlord Event of Default. Landlord is in default under this Agreement if Landlord fails in the performance of any obligation required to be performed by Landlord ("**Landlord Event of Default**") within thirty (30) days after the receipt of a Notice of Breach from Tenant specifying in detail Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord will not be in default if it commences performance within thirty (30) days and thereafter diligently pursues curing the Landlord Event of Default to completion.

12.2 Notice and Opportunity to Cure.

12.2.1 Notice of Breach. Unless expressly provided otherwise in this Lease, no breach by a party shall be deemed to have occurred under this Lease unless another party first delivers to the nonperforming party a written request to perform or remedy (the "**Notice of Breach**"), stating clearly the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

12.2.2 Failure to Give Notice of Breach. Failure to give, or delay in giving, Notice of Breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Lease, any failure or delay by either party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

12.3 Remedies Upon Default.

12.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Lease and/or the Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Premises and take possession thereof and of any Improvements, and except as otherwise provided in this Lease, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this Lease unless the City shall have given written notice of such intention to the Tenant. In no event shall this Lease be

treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Lease.

12.3.2 Remedies Upon Abandonment. If the Tenant should default under this Lease and abandon the Premises, the City may, at its option, enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the City's interest under this Lease.

12.3.3 City Right to Continue Lease. In the event of any default under this Lease by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Lease will not terminate (except by an exercise of the City's right to terminate under this Section 12.3) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Lease continues in effect, the City may enforce all of the City's rights and remedies under this Lease, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Lease, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Lease.

12.3.4 Right to Injunction; Specific Performance. In the event of a default by the Tenant under this Lease, the City shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Lease.

12.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Lease, the City, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Premises with power in the receiver (a) to administer the Tenant's interest in the Premises, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Tenant's obligations under this Lease, as the court deems proper.

12.4 Tenant Remedies. Upon the occurrence of a Landlord Event of Default, Tenant may exercise any of its rights provided in law or at equity and has the right, but not the obligation, to cure the Landlord Event of Default and to provide an invoice for costs incurred by Tenant to City. City must either (i) pay any invoice provided pursuant to this Section 12.4 within thirty (30) days of receipt or (ii) provide written notice disputing such costs within thirty (30) days of receipt of such invoice.

12.5 Remedies Cumulative. No remedy specified in this Article XII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be

in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth in this Lease.

12.6 No Election of Remedies. The rights given in this Article XII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Lease to terminate the Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

12.7 Survival of Obligations. Nothing in this Lease affects the right of the City under VIII of this Lease to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage, nor shall anything in this Lease be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof will relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which survive such expiration, termination or repossession.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Force Majeure. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Lease shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

13.2 Extension of Times of Performance. Times of performance under this Lease may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its Executive Director unless he or she determines in his or her discretion to refer such matter to the governing board of the City). Each Party expressly

assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.3 City's Right to Enter the Premises. The City and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the City.

13.4 Representations of City and Tenant.

13.4.1 Representations of the Tenant. The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth in this Lease. This Lease constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Lease and the acceptance of the obligations set forth in this Lease do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Lease will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

13.4.2 Representations of the City. City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Lease and the undertaking of the obligations set forth in this Lease. This Lease constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Lease and the acceptance of the obligations set forth in this Lease do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Lease will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

13.5 Miscellaneous.

13.5.1 Holding Over. Neither Tenant nor any of the Tenant's subtenants shall be entitled to any hold over rights. If Tenant or any subtenant remains in possession of the Premises after the expiration or termination of this Lease, without Landlord's consent, such Tenant and/or subtenant shall be deemed to be trespassing and Landlord shall have the right to seek such Tenant's or subtenant's immediate ejectment from the Premises in accordance with State law.

13.5.2 Binding on Successors and Assigns. Each provision of this Lease to be performed by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties and their personal representatives, successors and assigns.

13.5.3 Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered mail or certified United States mail, postage prepaid, addressed as set forth below, or to such other address as a Party may designate in writing for the purpose of receiving notices:

to Landlord at: The City of Pittsburg
 Attn: City Manager
 65 Civic Avenue
 Pittsburg, CA 94565
 Phone: (925) 252-4850
 Fax: (925) 252-4851

to Tenant at: Pittsburg Arts and Community Foundation
 Attn: Executive Director
 65 Civic Avenue
 Pittsburg, CA 94565
 Phone: (925) 252-4850
 Fax: (925) 252-4851

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this Section 13.5.3.

13.5.4 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

13.5.5 Legal Effect. Although this Lease has attempted to express the rights and duties of the Parties in simple language understandable to a layman, Tenant understands that this Lease will be treated as a formal legal instrument and will be binding on all persons having any future dealings with the Premises. If more than one copy is signed, all copies will be equally effective. If more than one person is named as Tenant, Landlord may hold any such person legally responsible for all of the obligations of Tenant under this Lease.

13.5.6 No Third Party Beneficiaries. Nothing contained in this Lease is intended by the Parties, nor shall any provision of this Lease be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Lease or be entitled to damages for any breach by the Parties of any of the provisions of this Lease.

13.5.7 Not Construed Against Drafter. No Party shall be deemed to be the drafter of this Lease, or of any particular provision or provisions, and no part of this Lease shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Lease.

13.5.8 Non-Liability of Officials, Employees, and Agents. No member, official, employee or agent of Landlord or City shall be personally liable in the event of any default or breach hereunder by either Party.

13.5.9 Essence of Time. Time is of the essence for every provision, covenant and condition of this Lease.

13.5.10 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

13.5.11 Entire Agreement. This Lease contains all the agreements of the Parties and supersedes all prior negotiations. There have been no representations by Landlord or understandings made between Landlord and Tenant other than those set forth in this Lease.

13.5.12 Amendment. This Lease may only be modified or amended by a written instrument duly executed by the Parties.

13.5.13 Captions; Construction. The section headings and captions used in this Lease are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Lease is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Lease with the advice of counsel, this Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

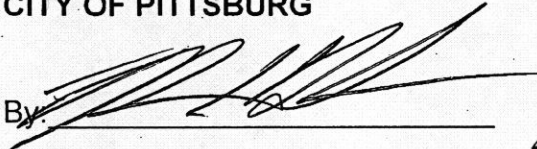
13.5.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.5.15 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Tenant and City have entered into this Lease as of the Effective Date.

LANDLORD:
CITY OF PITTSBURG

TENANT:
PITTSBURG ARTS AND COMMUNITY
FOUNDATION

By: 

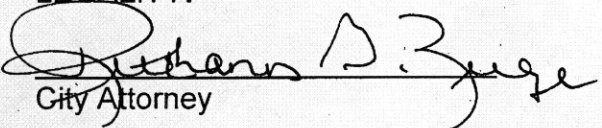
By: 

ATTEST:



Alice E. Evenson

APPROVED AS TO FORM AND
LEGALITY:



City Attorney

Exhibit A
Legal Description of Property

PARCEL MAP WAIVER 08-01

That certain Parcel of land situate in the City of Pittsburg, County of Contra Costa; State of California, Lot 2 and Lot 3 of "Official Map of Marina View", filed on October 5, 1968, in Book 124 of Maps, at Page 41, said County Recorder's Office and a portion of Marina Boulevard as said street is shown on said map (124M41) and described in Document No. 2008-0023740, recorded on FEBRUARY 5, 2008 Contra Costa County Official Records, more particular described as follows:

PARCEL 1

COMMENCING at the most southwesterly corner of said Lot 2; thence along westerly boundary line of said Lot 2 North 17°46'36" East 201.97 feet to the **TRUE POINT OF BEGINNING**; thence leaving said westerly boundary line North 72°06'24" West 3.85 feet to a point on a non-tangent curve concave westerly and having a radius of 242.00 feet, a radial line of said curve from said point bears North 77°02'00" West; thence along said curve northerly 135.97 feet through a central angle of 32°11'33"; thence non-tangent from said curve North 65°42'43" East 91.53 feet to a point on a non-tangent curve concave northeasterly and having a radius of 33.00 feet, a radial line of said curve from said point bears South 83°54'27" East; thence along said curve southerly and southeasterly 55.27 feet through a central angle of 95°57'50"; thence non-tangent from said curve South 17°38'57" West 162.04 feet; thence North 72°06'24" West 58.89 feet to the **POINT OF BEGINNING**.

CONTAINING 0.32 Acres, more or less.

\\PDATA\50100780\CAD\DRAWING\180-11A-01-02.DWG, PONG 1/14/08 2:47 pm

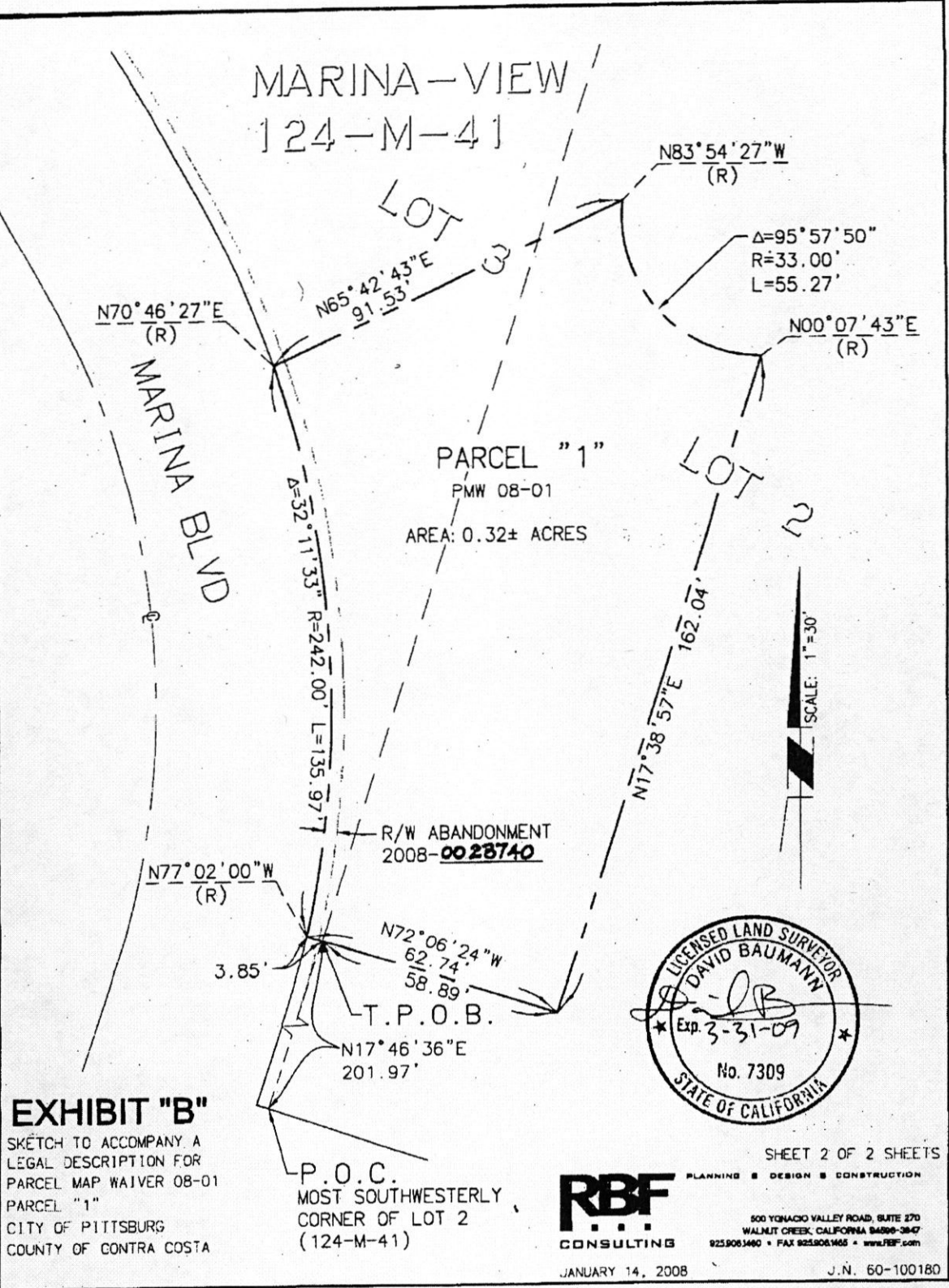
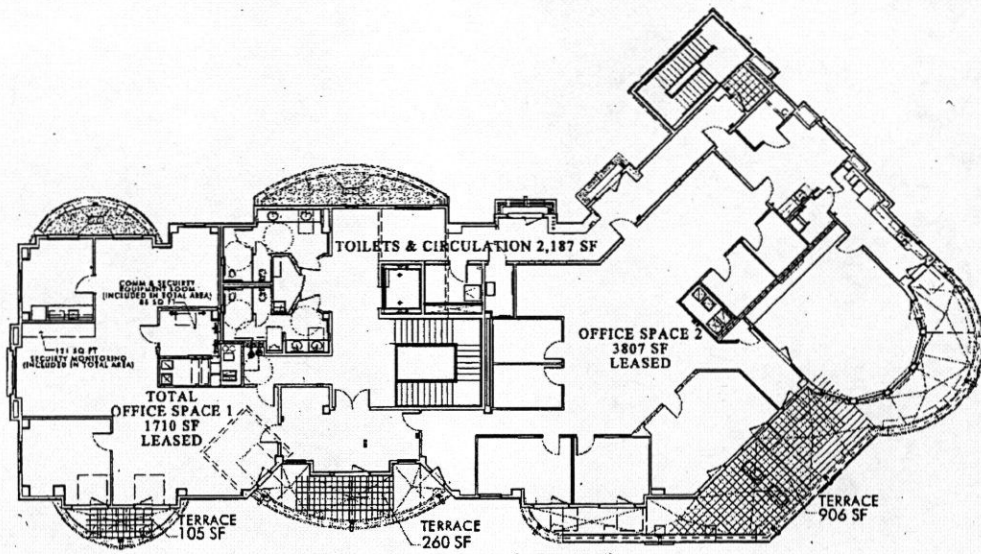


Exhibit B
Legal Description of Premises





2nd Floor Office Areas

SCALE: 1" = 20.0'

Plaza Marina

51 MARINA BOULEVARD, PITTSBURG, CALIFORNIA

James Miller & Associates, Architecture and Planning

600 Cumberland Street, Pittsburg, CA 94565 phone: (925) 427-9800 fax: (925) 427-9808

09/19/09

A1.2

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT (this "**Agreement**") is made and entered into as of January 18, 2011 (the "**Effective Date**"), between the CITY OF PITTSBURG, (the "**City**") and PITTSBURG ARTS AND COMMUNITY FOUNDATION, a California 501(c)(3) non-profit corporation ("**Tenant**") pursuant to that certain Lease Agreement dated as of the date hereof (the "**Lease**") by and between the City and the Tenant for 51 Marina Blvd in the City of Pittsburg. Capitalized terms not defined herein have the same meaning and effect as in the Lease.

Section 1. The Tenant is the lessee of certain real property located at 51 Marina Blvd in the City of Pittsburg (the "**Property**") consisting of a two story marina building with commercial office space and retail space.

Section 2. The City and the Tenant are entering into this Agreement for maintenance of the Property. The City agrees to provide, and the Tenant agrees to pay for, maintenance of the landscaping, pedestrian walkway, refuse collection area serving the Property and abutting public sidewalks (the "**Maintenance Requirements**") in an amount not to exceed Three Dollars and Sixty-Three Cents (\$3.63) per square foot per year.

Section 3. The term of this Agreement shall commence on the Effective Date, and unless terminated earlier pursuant to the provisions hereof, shall expire on the tenth (10th) anniversary of the Effective Date (the "**Expiration Date**").

Section 4. Commencing on the Effective Date, the Tenant shall pay to the City the amount of up to Seventy-One Thousand Eight Hundred Forty-One Dollars and Thirty-Three Cents (\$71,841.33) (the "**Maintenance Fee**") and on January 1st each year thereafter during the Term of the Lease for the Maintenance Requirements as set forth in Section 2 above. It shall be the responsibility of both Parties to reconcile and negotiate the final Maintenance Fee based on all pertinent and available information on an as needed basis. The initial Maintenance Fee shall be confirmed by the City's Public Works Department and agreed to by both parties prior to the execution of this agreement.

Section 5. In the event the Tenant fails to pay the Maintenance Fee by the close of business on January 7th or the Tenant's check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay to the City (i) Five Percent (5%) of the Maintenance Fee as a late fee plus (ii) interest accrued at seven percent (7%) per annum and computed on a daily bases on the late Maintenance Fee (together, the "**Late Payment Penalty**") due to the City, which shall be included with the payment of the Maintenance Fee. The City's acceptance of any Late Payment Penalty shall not constitute a waiver as to any default of the Tenant. The City's right to collect the Late Payment Penalty shall not be deemed an

extension of the date the Maintenance Fee is otherwise due, nor prevent the City from exercising any other rights and remedies under the Lease and as provided by law.

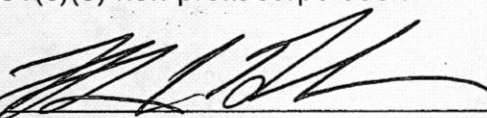
Section 6. Commencing on the first anniversary of the Effective Date and on every anniversary thereafter during the Term, the Maintenance Fee shall increase by the greater of three percent (3%) or the annual percentage increase of the CPI for Contra Costa County.

Section 7. Each party shall defend, hold harmless and indemnify the other party, its officers, agents, employees against any and all claims, demands, damages, costs, expenses or liability costs related to this Agreement except for liability arising out of the sole negligence of each party, its officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first written above.

TENANT

**PITTSBURG ARTS AND COMMUNITY
FOUNDATION,**
a 501(c)(3) non-profit corporation

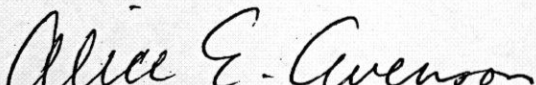
By: 
Executive Director

AGENCY

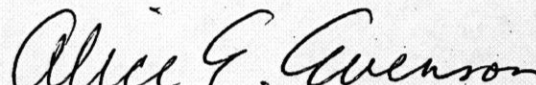
CITY OF PITTSBURG,
a municipal corporation

By: 
City Manager

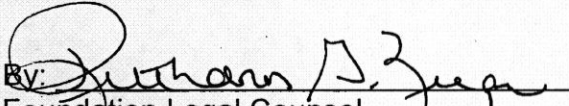
ATTEST:

By: 
Foundation Secretary

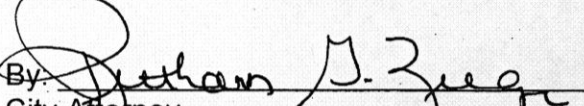
ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Foundation Legal Counsel

APPROVED AS TO FORM:

By: 
City Attorney

1568954.1



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **Planning Commission of the City of Pittsburg** will conduct a public hearing on:

DATE: July 25, 2017
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
 65 Civic Avenue, Pittsburg, California

Concerning the following matter:

The Waterfront Grill and Café, AP-17-1251 (UP).

This is a public hearing on a request for approval of a use permit to establish a restaurant with full alcohol service (in addition to beer and wine) within an existing commercial space, located at 51 Marina Blvd., Suite A, in the CW (Waterfront Commercial) District. Assessor's Parcel Number 085-071-044.

PROJECT PLANNER: Jordan Davis, (925) 252-4015 or jdavis@ci.pittsburg.ca.us

Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

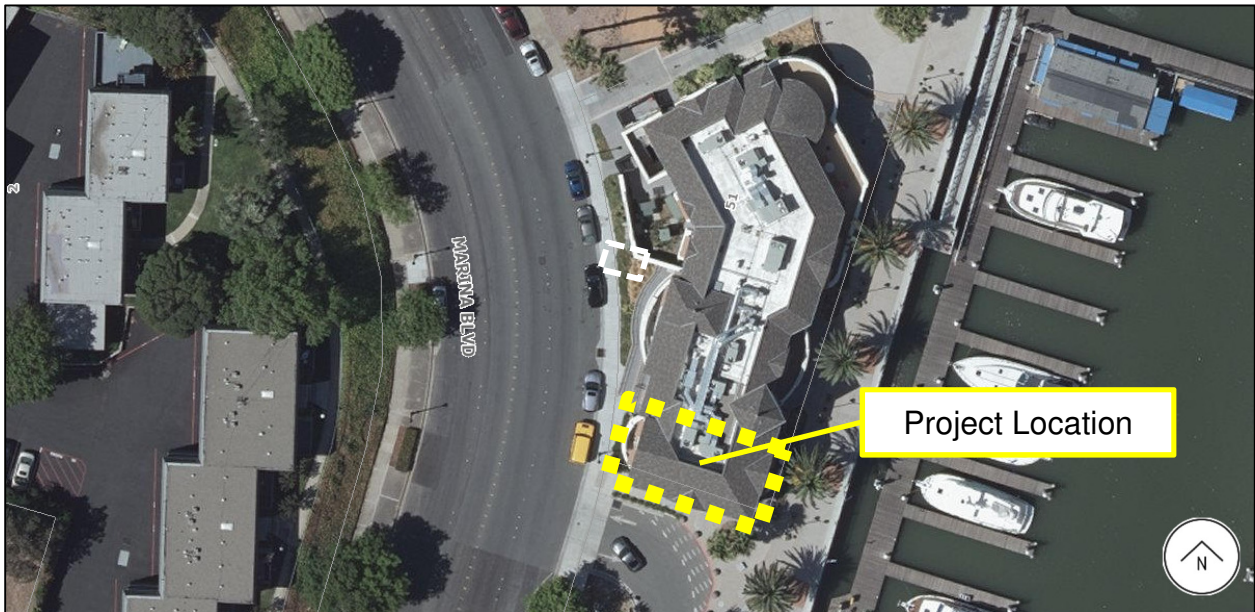
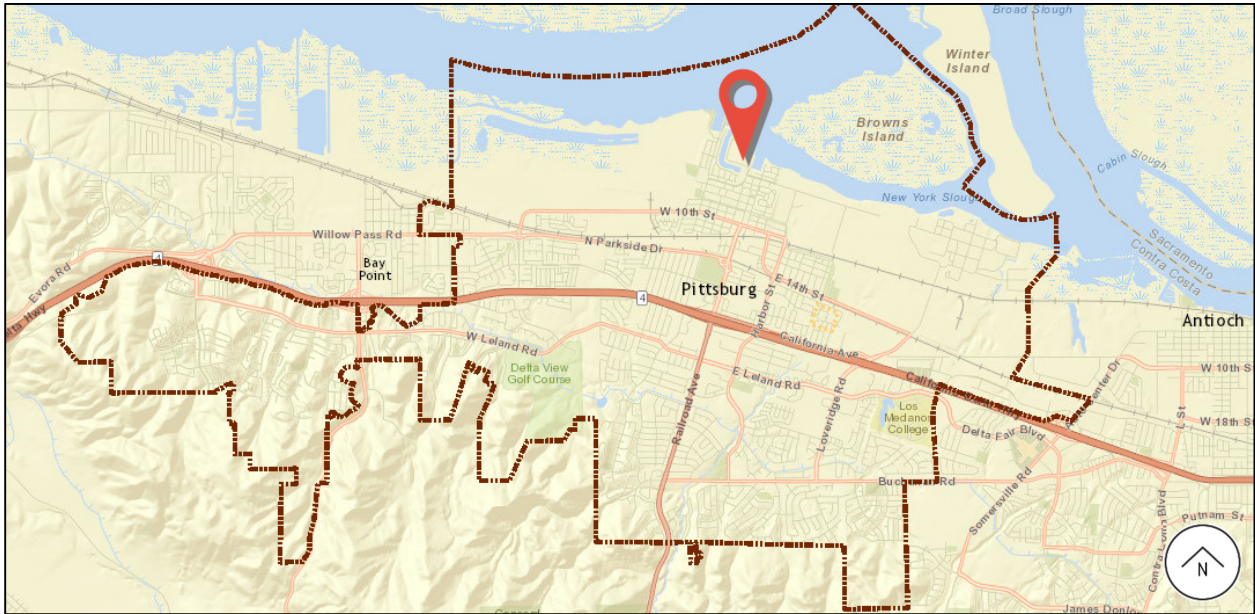
What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

KRISTIN POLLOT, AICP, SECRETARY
 PITTSBURG PLANNING COMMISSION

Project Title: The Waterfront Grill and Café, AP-17-1251 (UP)
Location: 51 Marina Blvd. Suite A, APN: 085-071-044



**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: No. 3 - Notice of Intent to Exercise Delegated Design Review Authority, and Conduct a Zoning Administrator Public Hearing.

ORIGINATED BY: City of Pittsburgh, Zoning Administrator, 65 Civic Avenue, Pittsburgh, CA 94565

SUBJECT: The Zoning Administrator submits one notice of intent to exercise delegated design review authority for an exterior remodel of the KFC restaurant located at 2155 Railroad Avenue. The Zoning Administrator also submits one notice of intent to conduct a Zoning Administrator public hearing on a proposed fence height exception for Savage Services Truck Terminal at 1501 Loveridge Road.

RECOMMENDATION:

Staff recommends that the Commission acknowledge receipt of the attached Notices of Intent to Exercise Design Review Authority and Conduct a Zoning Administrator Public Hearing.

BACKGROUND:

Delegated Design Review Authority: Planning Commission Resolution No. 9444, as later amended by Resolution No. 9918, allows for delegation of nine categories of design review applications from the Planning Commission to the Zoning Administrator, as follows:

1. Freestanding signs: Applicable to signs not already part of a sign program; must be consistent with sign standards and architecturally compatible with associated building.
2. Wireless Communication Equipment: New or replacement antennas on existing poles and their related equipment.
3. Minor Building Remodels: Limited to changes in building colors, awnings, fenestration, and finishes.
4. Changes to Existing Parking Lots.
5. Changes to Existing Landscaping.
6. Additions to Existing Buildings: Additions must be smaller than 2,500 square feet and designed to complement existing building architecture.

Planning Commission Staff Report

7. New Model Homes in Approved Subdivisions. Must be consistent with the general size, quality of architecture and materials, and general character of the originally approved models. Must comply with approved zoning development standards.
8. Ancillary Structures: Structures in any district where visual impacts are minimal, including miscellaneous mechanical equipment associated with legal uses in the Industrial Districts.

The intent of the delegation is to allow a more efficient approval process for non-controversial design review applications, without compromising the integrity of the design review process or removing from public scrutiny those projects that would be most visible or of high interest to the general public. Prior to approving any delegated design review application, the Zoning Administrator must notify the Commission of his or her intent to exercise delegated design review authority. Copies of resolutions approving any delegated design review application must also be provided to the Commission.

PROJECT DESCRIPTION:

Since the last Commission meeting, staff has received one application requesting design review approval that qualifies within one or more of the nine categories of delegated authority established by Resolution No. 9918, and one application requiring a Zoning Administrator public hearing:

1. KFC Remodel, AP-17-1257 (AD) – Delegated Design Review Category 3

This is an application filed by Flora Ramirez, on behalf of Kentucky Fried Chicken Restaurant, requesting administrative design review approval to apply new paint colors to the exterior facades for the existing Kentucky Fried Chicken/Long John Silver's restaurant, located at 2155 Railroad Avenue in the PD-1319 (Planned Development, City Council Ordinance No. 09-1319) District. Assessor's Parcel Number 088-183-011.

2. Savage Services Fence Height Exception, AP-17-1244 (ZA) – Zoning Administrator Public Hearing.

This is an application by Jon D. Simmons, of Savage Services, requesting Zoning Administrator approval of a fence height exception for the front and corner side yard of the property, where the maximum fence height permitted is three feet, in order to legalize a six-foot tall chain link fence with barbed wire for Savage Services Truck Terminal, located at 1501 Loveridge Road in the IG (General Industrial) District. APN: 073-230-033.

GENERAL PLAN/CODE COMPLIANCE:

Planning Commission Staff Report

Zoning Administrator Public Hearings: PMC sections 18.32.010 and 18.84.560 authorize the Zoning Administrator to hear and decide on applications for approval of variances, exceptions to fence regulations, large day care homes, small recycling facilities, and wireless telecommunications collocation facilities. PMC section 18.10.100 directs the Zoning Administrator to notify the Planning Commission of his or her intent to schedule and conduct a public hearing on any application for which the Zoning Administrator is authorized to act, prior to the Zoning Administrator acting on the application.

Delegated Design Review Authority: Resolution No. 9918 established nine categories of design review applications upon which the Commission would authorize the Zoning Administrator to act. Resolution No. 9918, and PMC section 18.10.100, direct staff to notify the Planning Commission of intent to exercise delegated design review authority on any application that falls within one of those nine categories, prior to approving the application. Upon receiving such notification, a majority of the Commission may direct that the matter be scheduled for future consideration by the entire Commission. Resolution No. 9918 also directs staff to keep the Commission informed about delegated design review application approvals by providing copies of resolutions adopted by the Zoning Administrator.

ANALYSIS:

Not applicable

ACTION REQUIRED:

Acknowledge receipt of the attached Notices of Intent.

ATTACHMENTS:

1. Notice of Intent: KFC Remodel, AP-17-1257 (AD)
2. Notice of Intent: Savage Services Fence Height Exception, AP-17-1244 (ZA)

Prepared by: Kristin Pollot, AICP, Zoning Administrator

NOTICE OF INTENT

TO EXERCISE DESIGN REVIEW AUTHORITY DELEGATED TO STAFF PURSUANT TO PLANNING COMMISSION RESOLUTION NO. 9918

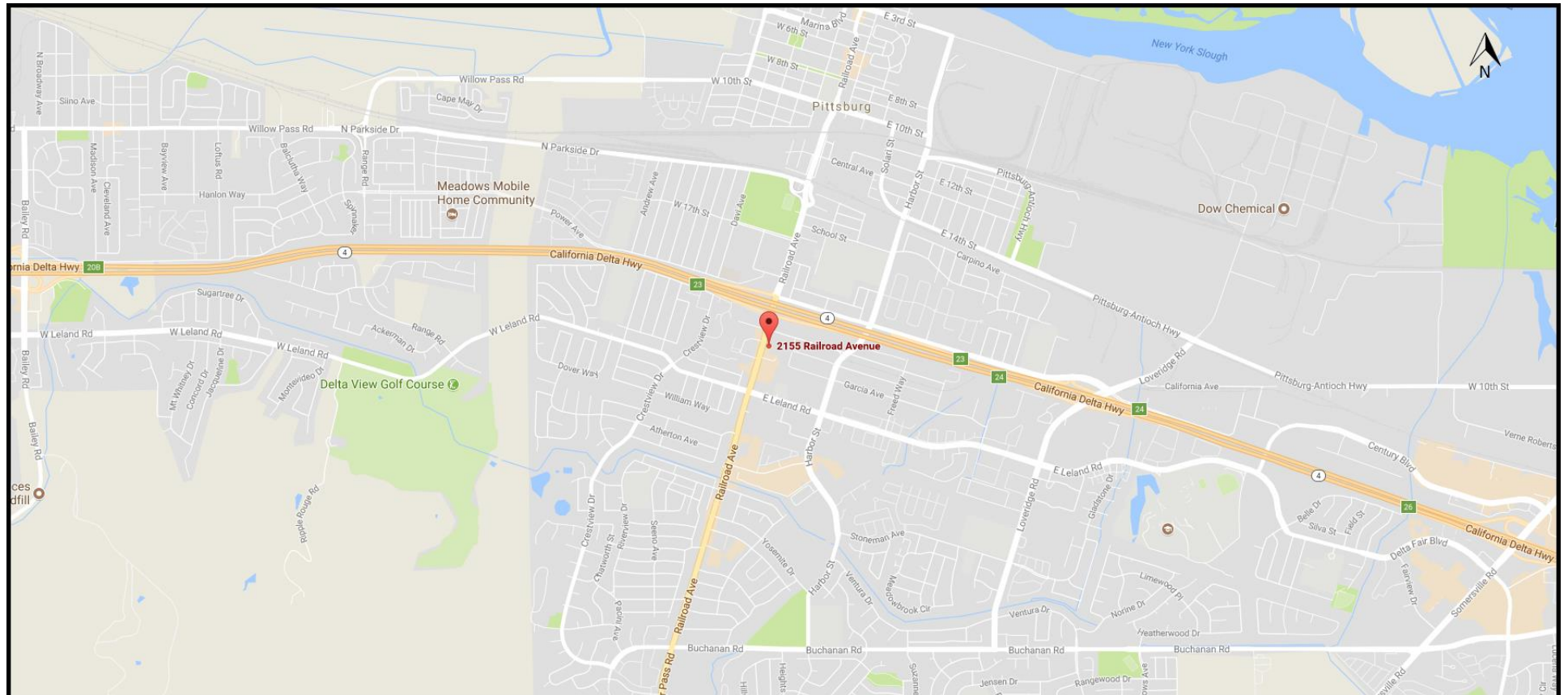
KFC Remodel, AP-17-1257 (AD).

This is an application filed by Flora Ramirez, on behalf of Kentucky Fried Chicken Restaurant, requesting administrative design review approval to apply new paint colors to the exterior facades for the existing Kentucky Fried Chicken/Long John Silver's restaurant, located at 2155 Railroad Avenue in the PD-1319 (Planned Development, City Council Ordinance No. 09-1319) District. Assessor's Parcel Number 088-183-011.

This project is delegated to staff under Category 3 (Minor Building Remodels, limited to changes in building colors, awnings, fenestration, and finishes) of Planning Commission Resolution No. 9918.

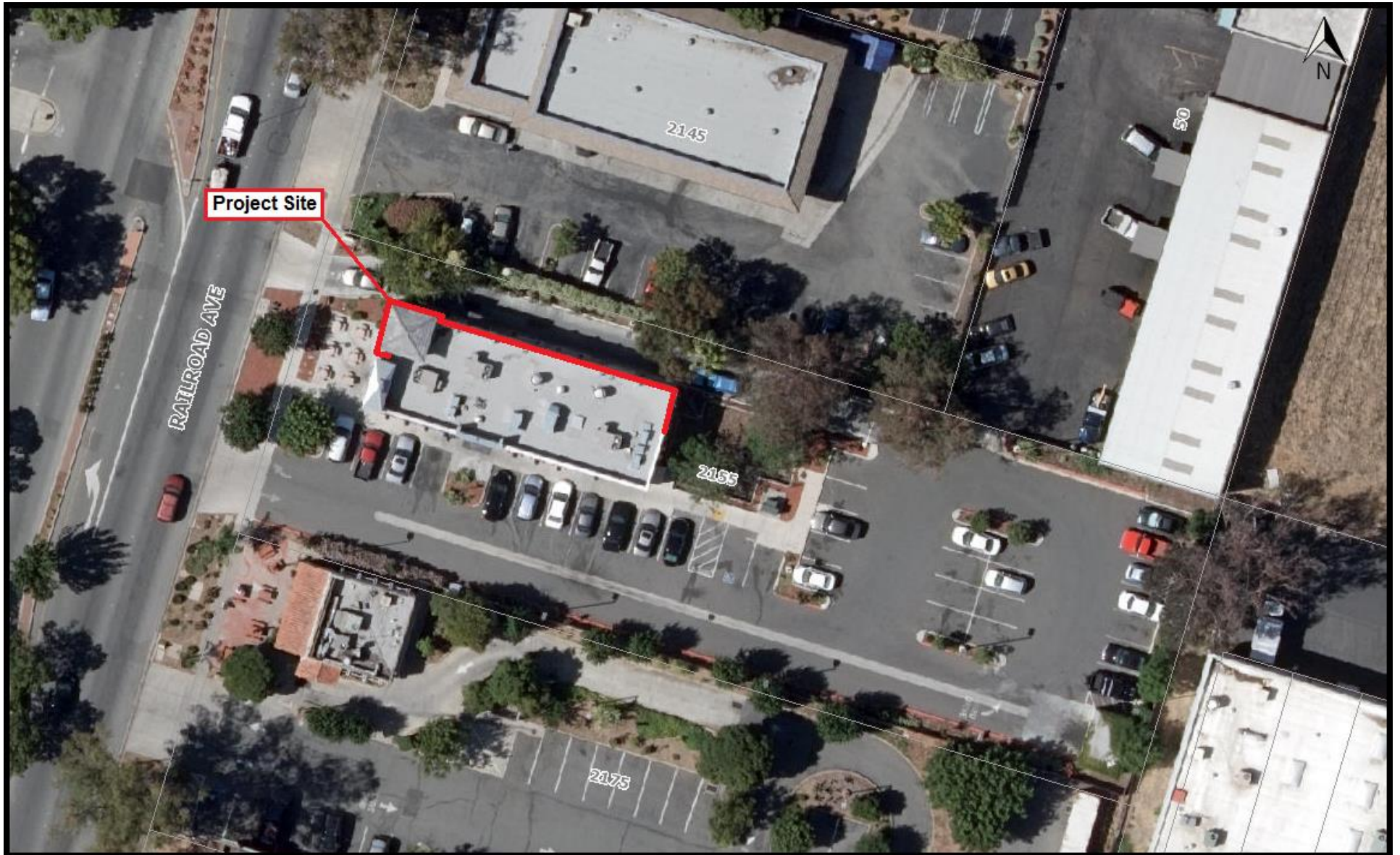
KFC Remodel – Vicinity Map

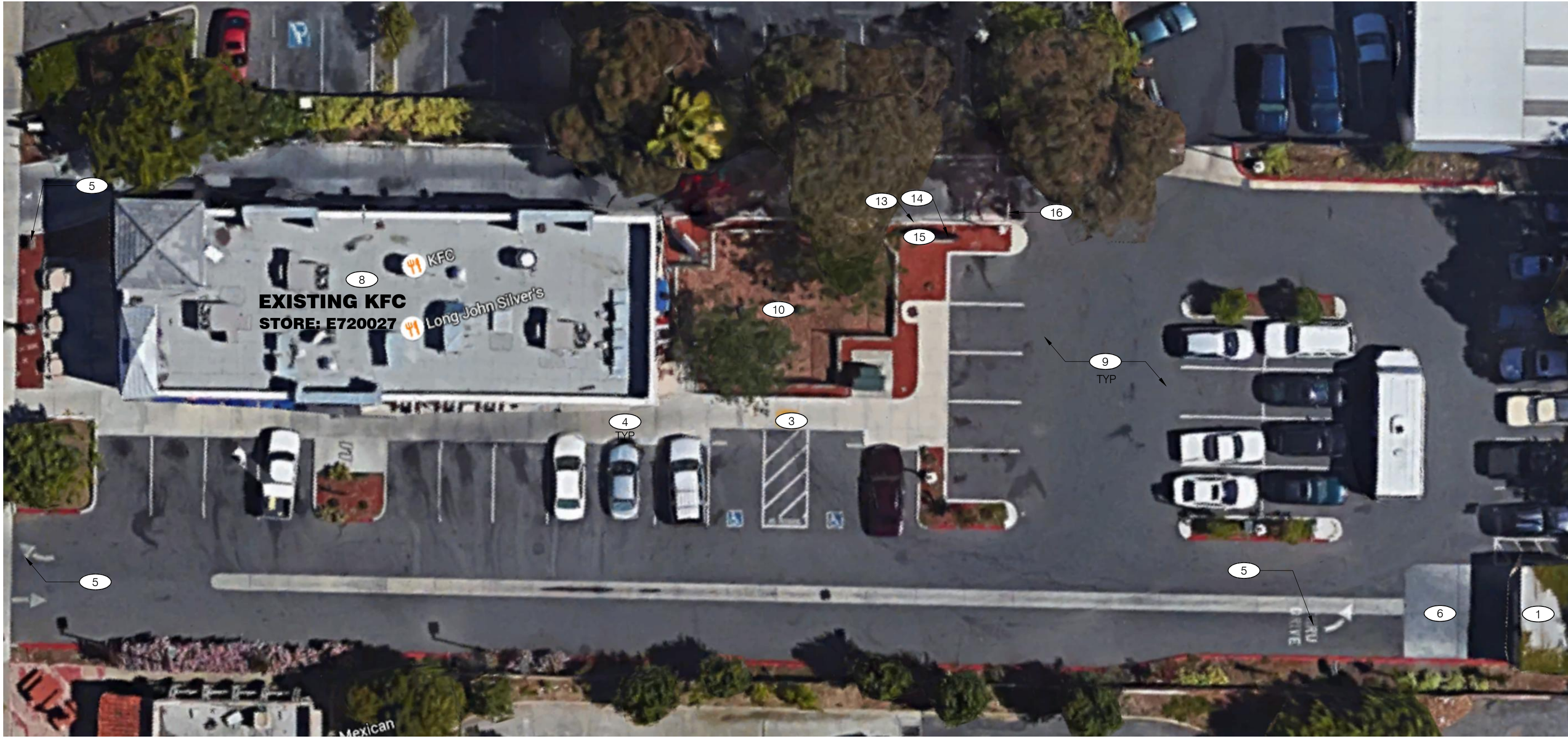
AP-17-1257	2155 Railroad Avenue
Administrative Design Review	APN: 088-183-011



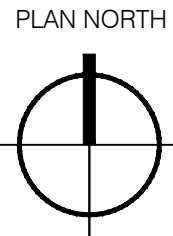
KFC Remodel – Aerial Map

AP-17-1257	2155 Railroad Avenue
Administrative Design Review	APN: 088-183-011

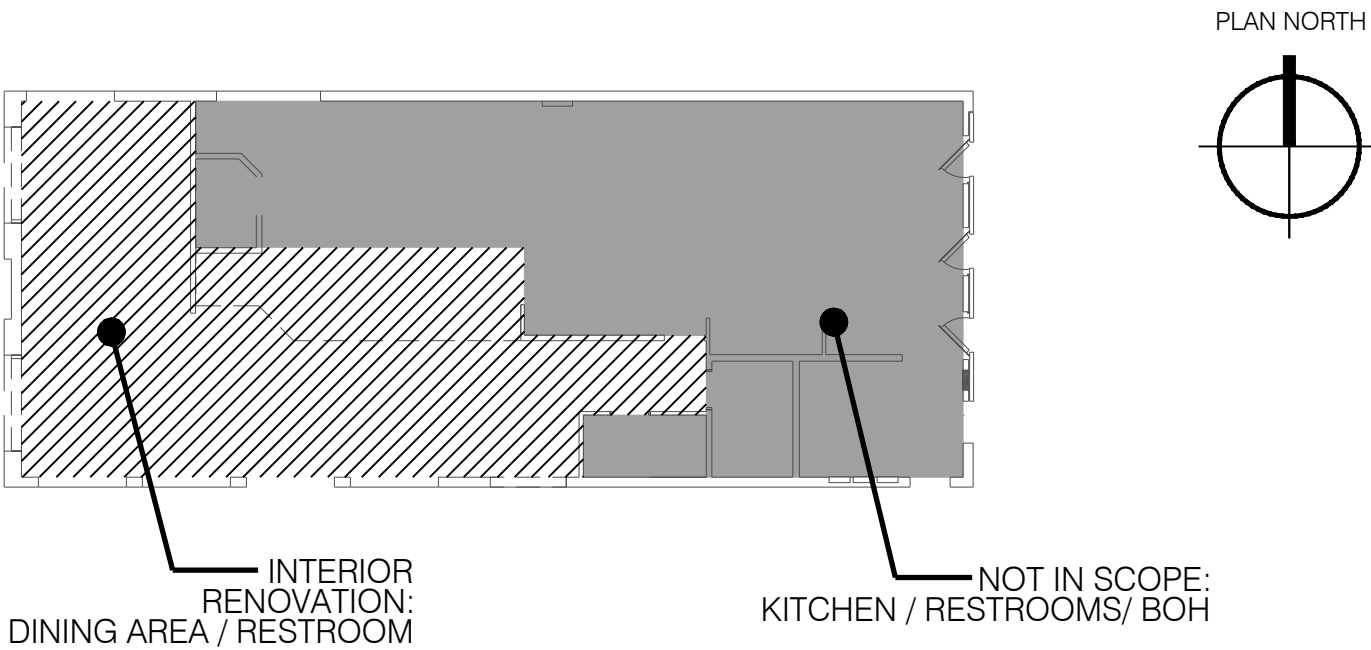




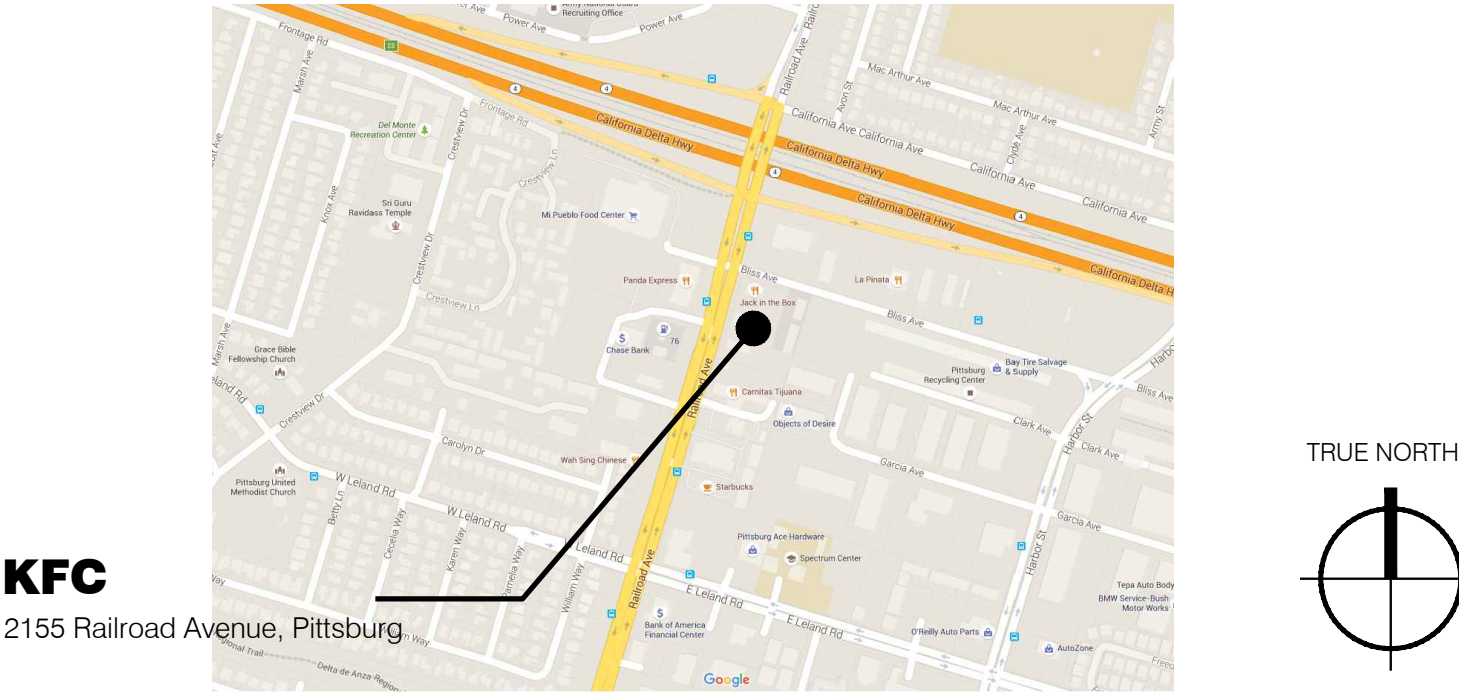
SITE PLAN
Scale: 1/16" = 1'-0"



KEY PLAN



VICINITY MAP



PROJECT SUMMARY

PROJECT NAME:	KFC
PROJECT ADDRESS:	2155 Railroad Avenue, Pittsburg
LEGAL JURISDICTION:	PITTSBURG, CA
BUILDING CODE:	2016 CBC
BUILDING FOOTPRINT AREA:	2,664 SF
RENOVATION AREA:	1,195 SF
SEATING:	EXISTING: 47, PROPOSED: 45
TYPE OF CONSTRUCTION:	5B
OCCUPANCY:	A2-ASSEMBLY
PROJECT DESCRIPTION: THIS PROJECT CONSISTS OF AN INTERIOR RENOVATION OF THE DINING AREA FOR AN EXISTING KFC RESTAURANT. THE KITCHEN AND DRIVE THROUGH AREAS WILL REMAIN IN OPERATION DURING THE REMODELING PROCESS. EXTERIOR IMAGE UPGRADE WILL CONSIST OF NEW EXTERIOR BRANDING & SIGNAGE ELEMENTS AND NEW PAINT FINISHES PER NEW PROTOTYPE.	

SITE WORK KEY NOTES - ISR BASE

- EXISTING REMOTE DUMPSTER ENCLOSURE TO REMAIN
- EXISTING WHEELSTOP
- EXISTING A.D.A. SIGNAGE
- EXISTING CONCRETE SIDEWALK TO BE PROTECTED THROUGHOUT CONSTRUCTION
- EXISTING PARKING LOT DIRECTIONAL SIGNAGE
- EXISTING CONCRETE PAVEMENT TO BE PROTECTED DURING CONSTRUCTION
- EXISTING CURB TO BE PROTECTED THROUGHOUT CONSTRUCTION
- EXISTING BUILDING TO BE PROTECTED THROUGHOUT CONSTRUCTION
- EXISTING ASPHALT PAVEMENT TO BE PROTECTED THROUGHOUT CONSTRUCTION
- EXISTING LANDSCAPING TO REMAIN
- EXISTING BUCKET SIGN
- EXISTING PYLON SIGN
- EXISTING SPEAKER POST
- EXISTING PREVIEW BOARD
- EXISTING MENU BOARD
- EXISTING CLEARANCE BAR

Scope Type	Incentive
New Ceiling and Lighting	NO
New Restroom Refresh	NO
Dining Room Floor Tile	NO
Drive Thru Package	NO
Multibrand	KFC/LJS
Existing Image	
Store Type	

PROJECT GENERAL NOTES

- IT IS INTENDED THAT A COMPLETE OCCUPIABLE BUILDING PROJECT IS PROVIDED
- DO NOT SCALE THESE DRAWINGS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND KFC CM PRIOR TO STARTING WORK

PROJECT DIRECTORY

CORPORATE	ARCHITECT
KFC Corporation 1900 Colonel Sanders Lane Louisville, KY 40213	Interplan LLC 604 Courtland St., Suite 100 Orlando, FL 32804
Contact: Will Nash 502-874-6229	Contact: Gregory Faucher 407-645-5008

DRAWING INDEX

REVISIONS: 01		1	2	3	4	5	6	7	8
			</						

THIS DOCUMENT IS THE PROPERTY OF KFC. NEITHER THE DOCUMENT NOR THE INFORMATION IT CONTAINS MAY BE COPIED OR USED FOR OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT WAS PREPARED WITHOUT THE EXPLICIT CONSENT OF KFC.
PLOT 123 Monday, June 05, 2017 11:18:59 AM

ELEVATION KEY NOTES - ISR

- E1

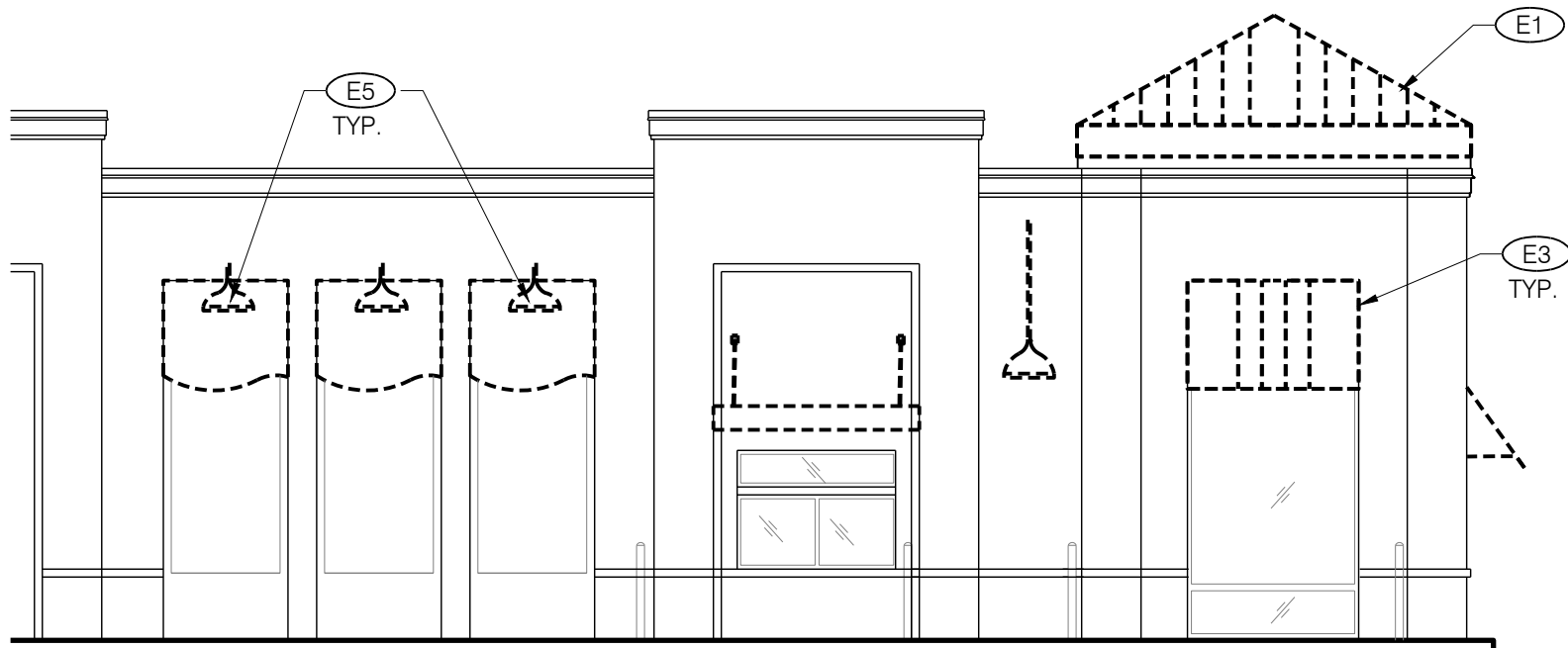
REMOVE STRIPED PYRAMID ROOF, FRAMING, SKIRT AND EXISTING LIGHT FIXTURE-RETAIN CIRCUIT FOR RE-USE.
- E2

REMOVE "COLONEL" SIGN CABINET - DISCONNECT POWER & RETAIN CIRCUIT FOR RE-USE.
- E3

EXISTING EXTERIOR AWNINGS / CANOPIES TO BE REMOVED
- E4

REMOVE EXISTING "KFC" LETTER SET-SIGN FACE AND CABINET.
- E5

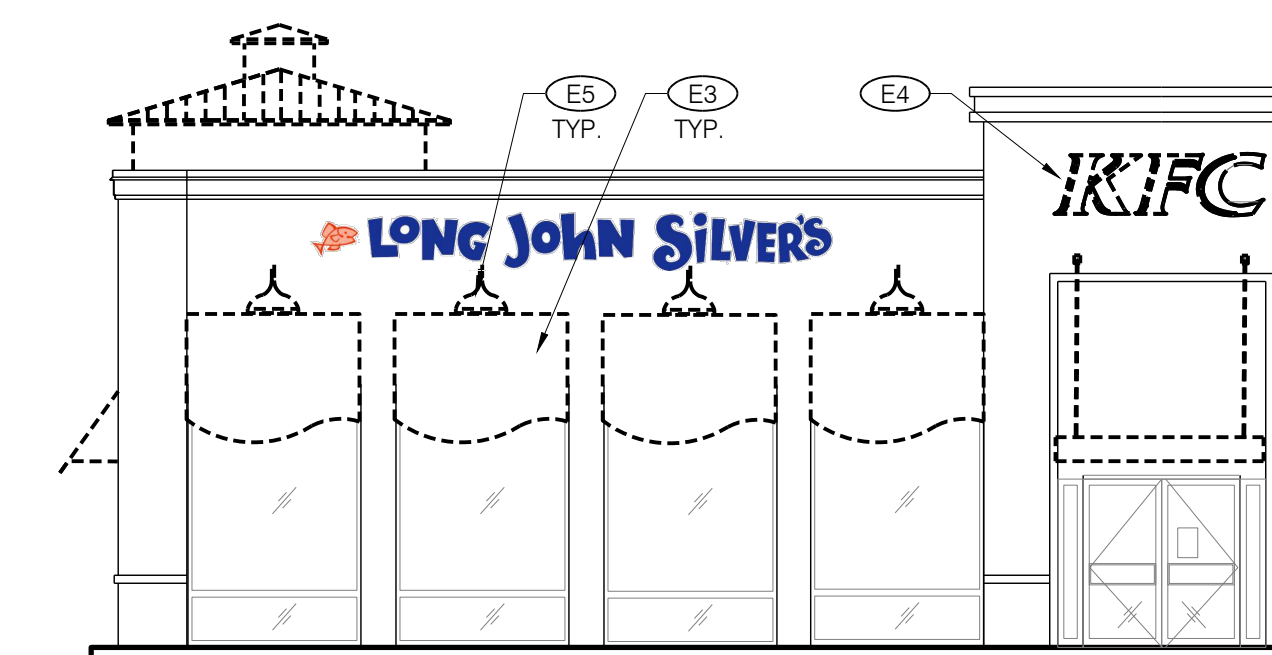
REMOVE EXISTING WALL-PACK LIGHTING OVER DINING ROOM DOORS



3 - EXISTING DRIVE-THRU ELEVATION
Scale: 1/8" = 1'-0"



2 - EXISTING FRONT ELEVATION
Scale: 1/8" = 1'-0"



1 - EXISTING ENTRY ELEVATION
Scale: 1/8" = 1'-0"

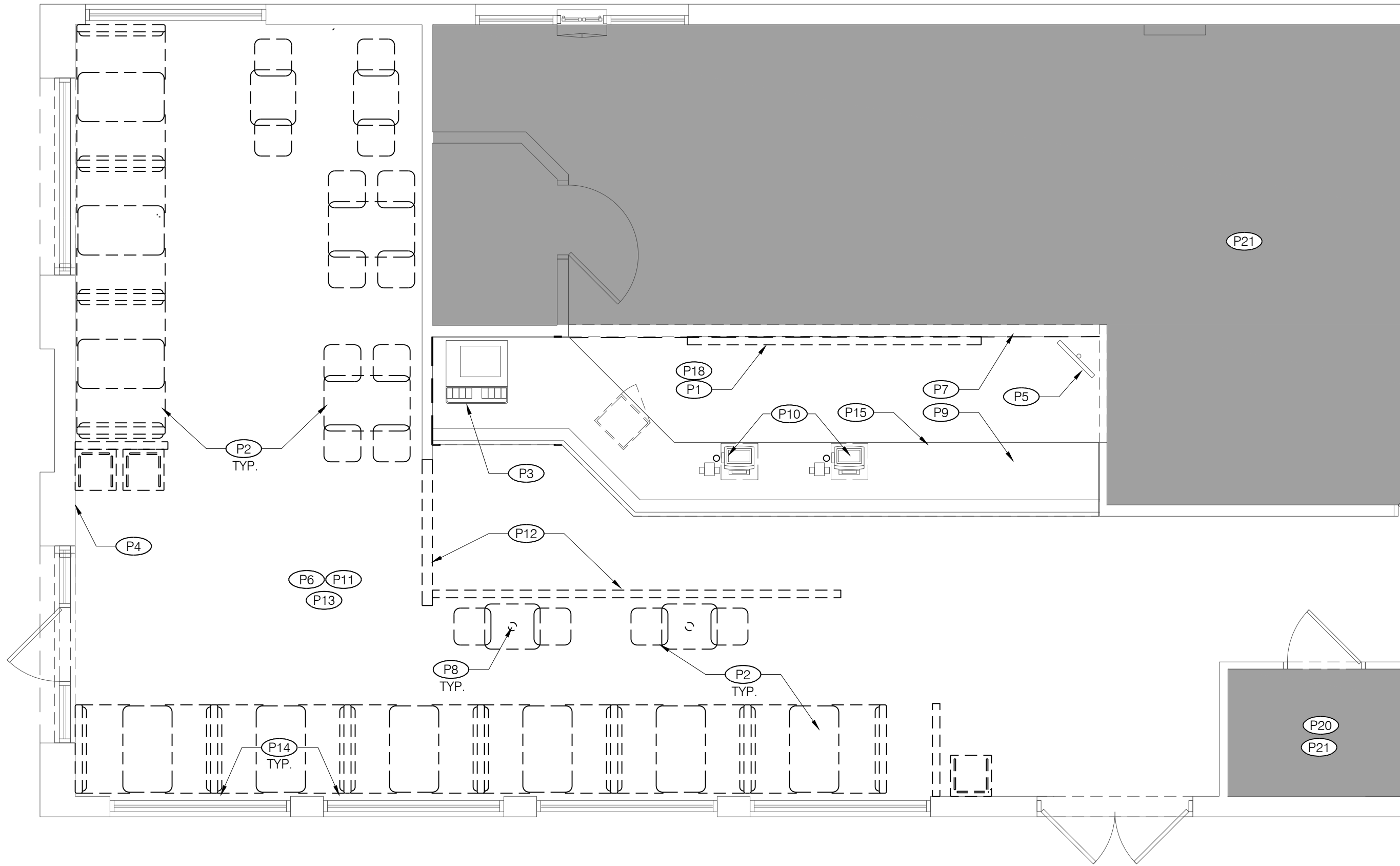
GENERAL NOTES

- A. THE G.C. SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE PUBLIC AND/OR WORKMEN ON THE JOB AND TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON, ABOUT, OR ADJACENT TO THE PREMISES. THE G.C. SHALL COMPLY WITH ALL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS RELATIVE TO SAFETY AND THE PREVENTION OF ACCIDENTS.
- B. THESE DEMOLITION PLANS ARE TO BE USED IN CONJUNCTION WITH THE ENTIRE SET OF WORKING DRAWINGS. DO NOT REMOVE OR DEMOLISH ANYTHING WITHOUT VERIFYING AND COORDINATING WITH ALL GENERAL TRADES AS TO HOW THEY RELATE TO THE OVERALL PROJECT.
- C. GENERAL CONTRACTOR SHALL PAY FOR ALL REQUIRED DEMOLITION PERMIT FEES AND OBTAIN ALL APPLICABLE DEMOLITION PERMITS.
- D. GENERAL CONTRACTOR SHALL REMOVE ALL DEBRIS & EQUIPMENT DAILY DURING THE DEMOLITION WORK.
- E. GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED SURFACES AS OUTLINED IN THE DRAWINGS.
- F. GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS PRIOR TO CONSTRUCTION.
- G. ABANDONED PIPES SHALL BE CAPPED IN A MANNER TO CONCEAL WITHIN WALL, CEILING OR FLOOR.
- H. DEMOLITION MEANS AND METHODS ARE CONTRACTORS RESPONSIBILITY
- G. A SINGLE RESTROOM TO BE AVAILABLE AND FUNCTIONING AT ALL TIMES FOR EMPLOYEES DURING RENOVATION

LEGEND

- EXISTING TO REMAIN
- EXISTING TO BE REMOVED
- NO WORK IN THIS AREA

DEMOLITION FLOOR PLAN
Scale: 1/4" = 1'-0"



DEMOLITION FLOOR PLAN KEY NOTES - ISR

- P1

REMOVE EXISTING MENUBOARD & SAVE FOR REUSE
- P2

REMOVE ALL EXISTING FIXTURES, BOOTHS, TABLETOPS & CHAIRS IN DINING ROOM - EXISTING TABLE STEEL POST TO REMAIN UNLESS NOTED OTHERWISE
- P3

EXISTING BEVERAGE DISPENSER TO BE REMOVED BY OWNERS VENDORS
- P4

REMOVE CHAIR RAIL AND WALL COVERING ABOVE (TILE BASE AND WAINSCOTING TO REMAIN, UNLESS NOTED OTHERWISE)
- P5

EXISTING SECURITY MONITOR SYSTEM TO REMAIN, PROTECT AS NECESSARY
- P6

REMOVE ALL INTERIOR WALL SIGNS, DECOR ELEMENTS & ARTWORK - SAVE "KFC FOUNDATION" ARTWORK FOR REUSE
- P7

TEMPORARY VISQUEEN DUST PARTITION. COORDINATE EXACT LOCATION IN FIELD WITH FRANCHISEE AND PROVIDE A TIGHT SEAL
- P8

EXISTING TABLE STEEL POST TO BE REMOVED
- P9

EXISTING UNDER-COUNTER SAFE TO REMAIN PROTECT FROM DUST
- P10

EXISTING POS, CASH DRAWER, CUP DISPENSER AND ALL HARDWARE TO BE REMOVED, SAVED AND SEALED IN A DUST FREE ENVIRONMENT
- P11

EXISTING FLOORING AND COVE BASE TO REMAIN
- P12

REMOVE EXISTING HALF HEIGHT WALL - PATCH FLOOR AS NEEDED
- P13

REMOVE ALL QUEUING RAILS AND POSTS - PATCH FLOOR AS NEEDED
- P14

REMOVE EXISTING WINDOW SILLS
- P15

EXISTING SERVICE COUNTER TO BE REMOVED (KNEE WALL TO TO BE MODIFIED AS NEEDED)
- P16

EXISTING HALF HEIGHT WALL TO REMAIN - NEW PANEL AND CAPS
- P17

GENERAL CONTRACTOR TO PUMP DOWN, REMOVE, AND SALVAGE EXISTING ICE MACHINE FOR REUSE
- P18

REMOVE EXISTING ELECTRICAL (LED PANELS) MENU BOARD AND SAVE FOR REINSTALL BY OWNER VENDOR
- P19

EXISTING FOUNTAIN DRINK COUNTER TO BE REMOVED (KNEE WALL TO TO BE MODIFIED AS NEEDED) - UNLESS SS COUNTER
- P20

KEEP EXISTING RR FIXTURES AND ACCESSORIES
- P21

NO WORK IN THIS AREA



KFC

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
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IP, PROJECT NO #: 2016.6140

TEMPLATE VERSION:
RELEASE 2.0
MARCH 2016

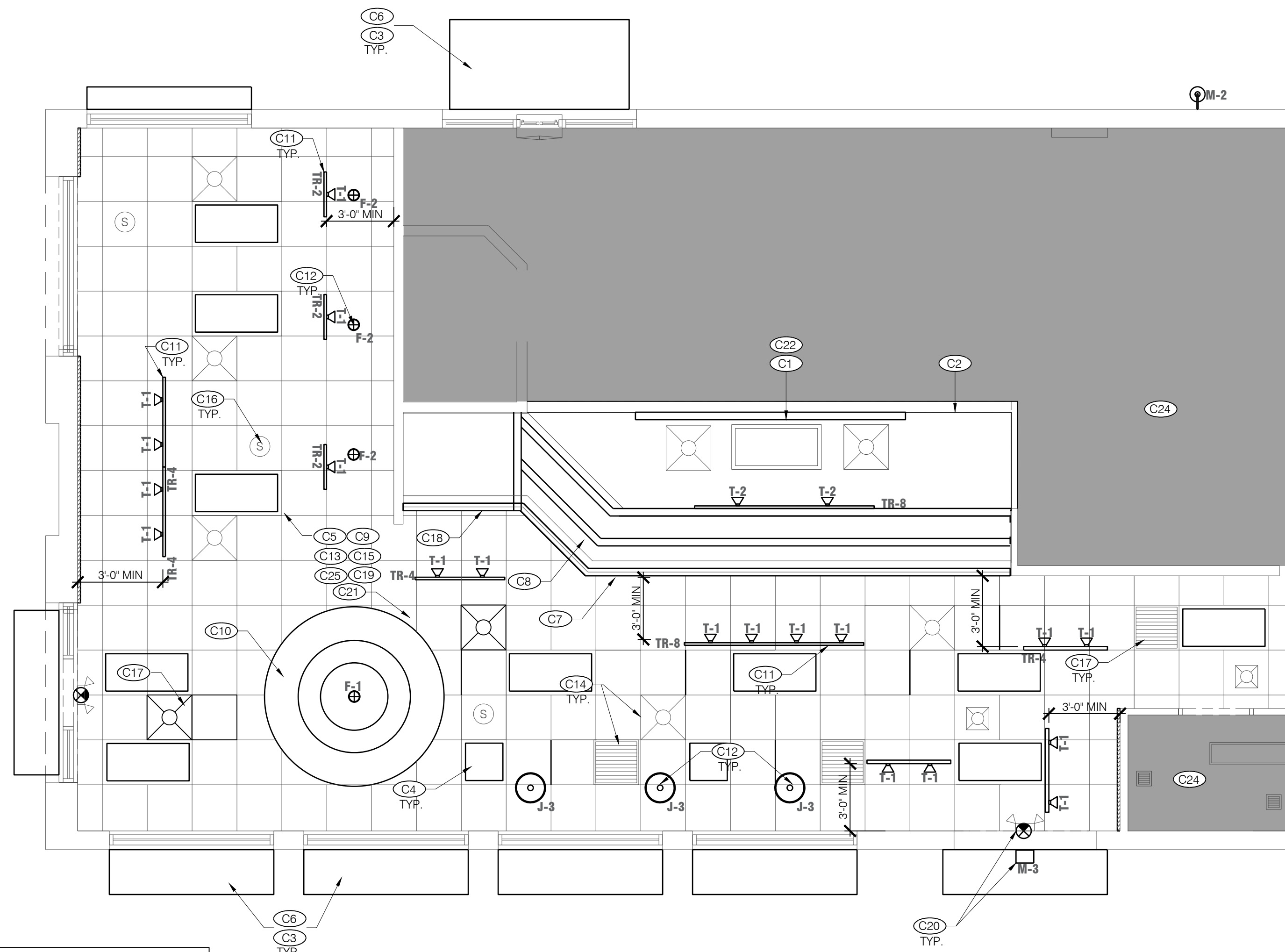
REVISION:
Mark Date By
06/14/2016 --

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
2155 RAILROAD AVENUE,
PITTSBURG
COMMISSION NO. E720027
ISSUE DATE 06/14/2016
SHEET TITLE
DEMOLITION FLOOR
PLAN, CEILING PLAN
& EXTERIOR
ELEVATIONS
SHEET NO.

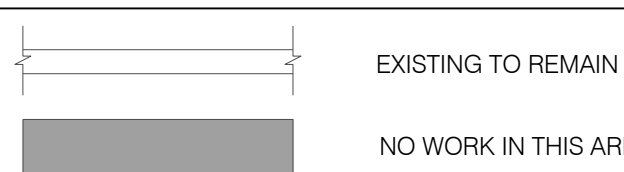
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CEILING HEIGHT:
9'-0" A.F.F. V.I.F.



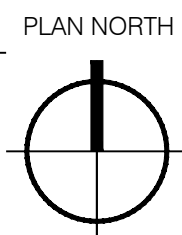
LEGEND



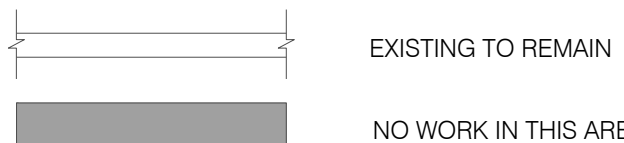
NOTE:
REFER TO A-2.0 EXTERIOR
ELEVATIONS FOR WALL
SCONCE LOCATIONS

CEILING PLAN

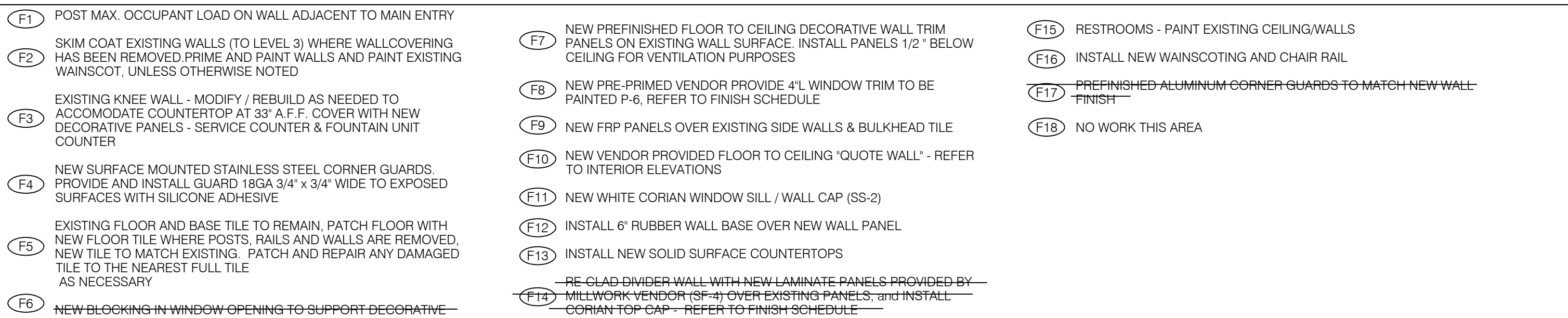
Scale: 1/4" = 1'-0"



LEGEND



FINISH PLAN KEY NOTES - ISR



REFLECTED CEILING PLAN KEY NOTES - ISR BASE

- | | | | | | |
|---------------|---|----------------|---|----------------|---|
| C1 | REINSTALL EXIST. MENU BOARD. | C10 | NEW BUCKET PENDANT LIGHT AND LIGHT RING. ELECTRICAL CONTRACTOR TO VERIFY CAPACITY ON EXISTING CIRCUITS FOR LIGHTS | C19 | EXISTING WI-FI ROUTER IN SAME LOCATION |
| C2 | NEW STAINLESS STEEL CAN OP AT UNDERSIDE OF EXISTING BULKHEAD | C11 | NEW TRACK LIGHTING -POSITION AT 3'-0" FROM WALL U.N.O. ELECTRICAL CONTRACTOR TO VERIFY CAPACITY ON EXISTING CIRCUITS FOR LIGHTS | C20 | REINSTALL EXISTING BULB LIGHTS, EXIT SIGNS, EM LIGHTS AS NEEDED |
| C3 | WIRING OF LIGHTS IN CANOPY BY VENDOR. E.C. SHALL MAKE FINAL CONNECTION TO EXISTING LIGHTING CIRCUIT THIS AREA | C12 | NEW PENDANT LIGHTING CENTERED ABOVE TABLE | C21 | EXISTING CCTV'S/CAMERAS/SMOKE DETECTORS TO BE RELOCATED BY OWNER'S VENDOR AS NEEDED |
| C4 | REPLACE EXISTING LIGHT FIXTURES WITH NEW LED LIGHT FIXTURES IN DINNING, BEHIND SERVICE COUNTER, RESTROOMS, HALLWAYS | C13 | PAINT CEILING (P-6) | C22 | REINSTALL EXISTING ELECTRICAL (LED PANELS) MENU BOARD by OWNER VENDOR |
| C5 | EXISTING CEILING RECEPTABLES TO REMAIN. | C14 | EXISTING GRILLES AND DIFFUSERS | C23 | RELOCATE EXISTING T-STAT AS NEEDED |
| C6 | NEW EXTERIOR AWNING / LOUVER, REFER TO EXTERIOR ELEVATIONS | C15 | EXIST. CEILING GRID/TILES, REPLACE DAMAGED/ CEILING TILES AS REQ'D - MATCH EXISTING TILE | C24 | NO WORK THIS AREA |
| C7 | CUSTOM MILLWORK, FAUX WOOD BEAMS - MODIFY EXISTING SOFFIT/ CEILING AS NEEDED TO ACCOMMODATE NEW BEAM EXISTING | C16 | EXISTING SPEAKERS WHITE (P-6) | C25 | RELOCATED LIGHT FIXTURE LOCATION FOR NEW TRACK LIGHTS, USE CIRCUIT FROM LIGHTINGS REMOVED |
| C8 | SOFFIT TO BE PAINTED (P-6, WEDDING VEIL) EGGSHELL FINISH | C17 | RELOCATED DIFFUSERS, ADJUST SUPPLY LINE TO FEED NEW DIFFUSER | C26 | INSTALL NEW LED LIGHT BULBS IN EXISTING RECESSED CAN LIGHTS IN DINNING, BEHIND SERVICE COUNTER AS NEEDED |
| C9 | NEW CEILING TILE AND INTERMEDIATE GRID TO MATCH EXISTING WHERE LAY-IN LIGHT WAS REMOVED | C18 | INSTALL NEW PEPSI SIGN | | |

GENERAL NOTES - LIGHTING / ELECTRICAL

- | | | | |
|----|--|----|---|
| A. | CONFIRM LIGHTING FIXTURE QUANTITIES WITH SUPPLIER | K. | PROVIDE ESCUTCHEON PLATES AND SEALANT AT ALL UTILITY PENETRATIONS OF WALLS, CEILINGS, AND FLOORS. DO NOT USE CAULK OR EXPANDING FOAM FOR SEALANT |
| B. | EMERGENCY AND STANDARD LIGHTING MARKED WITH "NL" SUBSCRIPT SHALL OPERATE CONTINUOUSLY. PROVIDE <u>UNSWITCHED</u> HOT TO STANDARD AND EMERGENCY BALLASTS | L. | ALL WIRING TO BE PER NEC INSTALLATION REQUIREMENTS SIZED FOR 40% MAX FILL PER NEC |
| C. | EMERGENCY LIGHTING NOT MARKED WITH "NL" SUBSCRIPT: PROVIDE <u>UNSWITCHED</u> CONSTANT HOT TO EMERGENCY BALLAST AND <u>SWITCHED</u> HOT TO STANDARD BALLAST | M. | RELOCATED DEVICES TO BE ROUTED IN FLEXIBLE METAL CONDUIT. |
| D. | CONTRACTOR SHALL FIELD VERIFY CEILING TYPE AND PROVIDE PROPER MOUNTING HARDWARE | N. | G.C./E.C. IS RESPONSIBLE FOR FIELD VERIFYING THE EXISTING ELECTRICAL CAPACITY AND CONFIRMING THAT THE NUMBER OF SPARES AT THE PANEL IS ADEQUATE FOR THE ADDITION/REDUCTION OF THE SERVICES SHOWN. G.C. TO NOTIFY KPC-PM IF EITHER SERVICE OR NUMBER OF SPARES IS FOUND TO NOT MEET THE NECESSARY REQUIREMENTS |
| E. | ELECTRICAL CONTRACTOR SHALL VERIFY AVAILABLE CIRCUITS IN ELECTRICAL PANELS AND REUSE EXISTING CIRCUITS AS AVAILABLE | O. | E.C. SHALL PROVIDE J-BOX FOR SIGNAGE BY SIGN VENDOR. FINAL CONNECTION TO BUILDING POWER BY E.C. |
| F. | CONNECT LIGHTING CIRCUITS TO EXISTING LIGHTING CONTROL PANEL COORDINATE CONTROL SEQUENCE AND TIME OF DAY SCHEDULING WITH FRANCHISEE | P. | E.C. SHALL PROVIDE J-BOX FOR NEW EXTERIOR LIGHT FIXTURE. FINAL CONNECTION TO BUILDING POWER BY E.C. |
| G. | EXISTING 2X4 AND 2X2 LIGHTING TO BE RE-LAMPED (WITH LED) | Q. | E.C. SHALL COORDINATE EXACT ROUTING OF ALL NEW AND RELOCATED CIRCUITS. FIELD VERIFY EXISTING CONDITIONS. ALL WORK AND WIRING PER NEC INSTALLATION REQUIREMENTS. ALL WORK TO BE COORDINATED. SURFACE MOUNT RACEWAYS ARE NOT PERMITTED |
| H. | REFER TO A2.0 FOR ADDITIONAL EXTERIOR LIGHTS NOT SHOWN ON PLAN | R. | EXTERIOR DOOR CLOSERS SHALL BE ADJUSTED TO HAVE A MAXIMUM LBS OPENING FORCE |
| I. | ALL NEW LIGHTING TO BE COORDINATED WITH EXISTING MECHANICAL GRILLES | | |
| J. | EXISTING ELECTRICAL PANEL LOCATIONS & NEW CIRCUITS SHALL BE VERIFIED BY E.C. E.C. SHALL COORDINATE & VERIFY FINAL ELECTRICAL WITH LIGHTING / SIGNAGE SUPPLIERS | | |

LIGHTING SCHEDULE

NO.	SUPPLIER/MANUF	SKU.	DESCRIPTION	REMARKS
FIXTURES				
D-1	CONTECH/TCP	RL38 / LED 14DR5630K95	6" INCANDESCENT DOWNLIGHT WITH 14 WATT TCP HI CRI 3000K TRIM	
D-2	CONTECH	LVR316S / CTR301-WHT-P	3" LOW VOLTAGE DOWNLIGHT WITH WHITE TRIM	
E-1	AMERLUX	WAF1/BLDG MNT/WAF1/30/BLK	3000K LED FLOOD LIGHT WIDE ANGLE	
E-2	AMERLUX	WAF1/BLDG MNT/BLK-24IN FL/1HW/30/BLK	24" BRACKET FOR FOR E2 LIGHT 3000K LED FLOOD LIGHTS	
F-1	TECH	7070DSOCP-M-26-R-B / 7070DMR-S1-B	SOCO PENDANT 8" WHITE CORD WITH BLACK MODERN SOCKET	INCLUDED W/FIXTURE
F-2	MINIKA LAVERY	2260-84	CLEAR GLASS MINI PENDANT BRUSHED NICKEL FINISH (LAMP INCLUDED)	
J3	ACCUSERV	CP2PCH	WIRE PENDANT WITH SHADE FOR ROUND TABLE	
T-1	AMERLUX	HORNETH-15-LED-LED-WT- CW-120-FL-3000	15 WATT HORIZONTAL TRACK HEAD HI-CRI WHITE FINISH NARROW FLOOD BEAM	
TR-2	CONTECH	LT3P	2 PIECE WHITE TRACK	POWER END FEEDS AND MINI CONNECTORS AS REQUIRED
TR-4	CONTECH	LT4P	4 PIECE WHITE TRACK	
TR-8	CONTECH	LT8P	8 PIECE WHITE TRACK	
M-2	ACCUSERV	PRO05247-001	WALL SCONCE UP/DOWN LIGHT	REFER TO A-2.0 FOR FIXTURE CLRS
M-3	RAB	WPLED20Y	EXTERIOR WALL PACK	
LAMPS				
D-2	TCP	47906 TCP LED712/MR1630KNFL	7 WATT MR16 LED LAMP	
F-1	SATCO	S7431	COMPACT FLUORESCENT LUMEN LAMP	
M-2	TCP	43717 TCP LED14P300030KNFL	14 WATT LED PAR30 LONG NECK 300K	

LIGHTING SCHEDULE

E-1	TOP OF WALL	AMERLUX: WAF1/30/BLK (LIGHT) AMERLUX: WAF1/BLDG MNT/BLK-36IN (BRACKET)	SINGLE ARRAY LED FLOOD LIGHT 3000K BLACK FINISH WITH CUSTOM 36" ARM BRACKET BLACK FINISH	24 WATTS / 120 VOLTS
E-2	ABOVE BANNER PANEL	AMERLUX: FL11WNS/30/BLK (LIGHT) AMERLUX: WAF1/BLDG MNT/BLK-48IN (BRACKET)	SINGLE ARRAY LED FLOOD LIGHT 3000K BLACK FINISH WITH CUSTOM 48" ARM BRACKET BLACK FINISH HORIZONTAL WIDE SPOT BEAM	31 WATTS / 120 VOLTS
M-2	WALL SCONCE	PROGRESS: P5675-31 (LIGHT) PROGRESS: P8799-31 (TOP COVER)	(2) LAMP EXTERIOR RATED UP/DOWN WALL SCONCE BLACK FINISH WITH TOP LENS COVER	28 WATTS / 120 VOLTS
M-3	WALL SCONCE	RAB: WPLED20Y	EXTERIOR RATED LED WALL PACK 3000K BRONZE FINISH	20 WATTS / 120 VOLTS

FINISH SCHEDULE

MARK	DESCRIPTION / LOCATION	MFG / CONTACT	MODEL #/COLOR	REMARKS	MARK	DESCRIPTION / LOCATION	MFG / CONTACT	MODEL #/COLOR	REMARKS
B-2	SERVICE COUNTER, DIVIDER WALLS, RED WALL	JOHNSONITE SCOTT STIERMEYER P: (800) 699-8916 ext. 579 C: (713) 294-9791 scott.stiermeyer@johnsonite.com	MILLOWAY WALLBASE MANDALAY 6" TEOUSE 20 CHARCOAL, 375 W x 45 H		PL-4	KNEE WALL	LAB DESIGNS LAMINATE SEAN MCLEWEE SURFACE MATERIALS P: (440) 248-0000 C: (614) 327-8386 seanm@surfacedmaterials.com	WOOD LAMINATE COLLECTION BRUSHED COCOA W090	HORIZ APP.
P-4	INTERIOR WALLS AND DOORS/FRAMES	BENJAMIN MOORE DOROTHY HAZINSKI P: (800) 635-5147 ext. 1841 C: (330) 353-3850 dorothy.hazinski@benjaminmoore.com	AURA WATERBORNE INTERIOR PAINT LA PALOMA GRAY 1551 SATIN (526) - INTERIOR WALLS SEM GLOSS (528) - DOOR AND FRAMES 100% ACRYLIC HYBRID RESIN	PRIME ORANGE PEEL FINISH	SF-6	MENUBOARD BULKHEAD AND WALLS @ COUNTER	DAN EGGERS P: (350) 343-6821 C: (202) 760-7533 deggers@daneggs.com	FRP PANELS LA PALOMA SYMTEX 10' x 4 x .090" TILE RUNNING BOND PATTERN	
P-5	INTERIOR PAINT	BENJAMIN MOORE DOROTHY HAZINSKI P: (800) 635-5147 ext. 1841 C: (330) 353-3850 dorothy.hazinski@benjaminmoore.com	AURA WATERBORNE INTERIOR PAINT MEDVING BLUE V125-70 SATIN 100% ACRYLIC HYBRID RESIN	SELF- PRIMING	S8-2	WINDOW SILL KNEE WALL	DU PONT CORAN OHIO VALLEY SUPPLY COMPANY P: (513) 681-8000 C: (513) 382-2828 bob.roose@ovscs.com	TEIRA COLLECTION WHITE JASMINE 1/2" THICK	
P-6	INTERIOR PAINT	BENJAMIN MOORE DOROTHY HAZINSKI P: (800) 635-5147 ext. 1841 C: (330) 353-3850 dorothy.hazinski@benjaminmoore.com	AURA WATERBORNE INTERIOR PAINT MEDVING BLUE V125-70 SATIN 100% ACRYLIC HYBRID RESIN	SELF- PRIMING	P-6	INTERIOR WALL	BENJAMIN MOORE DOROTHY HAZINSKI P: (800) 635-5147 ext. 1841 C: (330) 353-3850 dorothy.hazinski@benjaminmoore.com	AURA WATERBORNE INTERIOR PAINT PROVINCE BLUE V135-40 100% ACRYLIC HYBRID RESIN	SELF- PRIMING

**KFC****INTERPLAN^{LLC}**

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2018

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CD TEMPLATE
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ISR

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PITTSBURG

COMMISSION NO.	E720027
ISSUE DATE	06/14/2016

FLOOR PLAN & FINISH SCHEDULE

SHEET NO. _____

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PLOTTED: Monday, June 05, 2017 11:18:44 AM

INTERIOR ELEVATION KEY NOTES - ISR

NOTE: REFER TO FINISH SCHEDULE ON SHEET A-1.0

- | | |
|--|--|
| 1 NEW SERVICE COUNTER (OVER EXISTING KNEE WALL) | 16 NEW ORDER COUNTER FAUX BEAMS OVERHEAD |
| 2 NEW CHAIR RAIL PRE-PRIMED BY VENDOR, INSTALL WITH REVEAL TO CEILING | 17 NEW 6" WALL BASE |
| 3 VENDOR PROVIDED WINDOW SILL, JAMB AND HEADER RETURNS ON RED WALL TO BE PAINT P-6 | |
| 4 NEW PENDANT LIGHT FIXTURES - SEE CEILING PLAN | |
| 5 VENDOR PROVIDED FRAMED ARTWORK, USE PROVIDED TEMPLATE TO INSTALL | |
| 6 EXISTING MENUBOARD | |
| 7 PAINT EXISTING WAINSCOT | |
| 8 SKIM COAT EXISTING WALLS (TO LEVEL 3), PRIME AND PAINT ABOVE CHAIR RAIL | |
| 9 EXISTING SOFFIT (FACE AND UNDERSIDE) TO BE PAINTED P-4 | |
| 10 NEW FRP PANEL OVER EXISTING TILE | |
| 11 EXISTING POS EQUIPMENT | |
| 12 EXISTING PEPSI DISPENSER / ICE MACHINE | |
| 13 STAINLESS STEEL HEADER CAP ON EXISTING BULKHEAD | |
| 14 NEW SUSPENDED BUCKET GRAPHIC ELEMENT | |
| 15 NEW SURFACE MOUNTED CORNER GUARDS | |

IMAGE COMPONENT SCHEDULE (CONT'D)

GRAPHICS	
G1	"KITCHEN" SIGN
G2	CHALK BOARD - PRINTED
G3	REAL MEALS GUARANTEE
G4	SECRET PROCESS ART
G5	PEPSI FILLING STATION SIGN
G6	FOCAL WALL ART
G7	POSTER ARTWORK HANGING RAIL SYSTEM
G7a	POSTER ARTWORK - "SOUTHERN INSPIRED"
G7b	POSTER ARTWORK - "SANDERS FOR SENATOR"
G7c	POSTER ARTWORK - "COLONEL 101"
G7d	POSTER - "NO1 CHICKEN SALESMAN"
G7e	POSTER ARTWORK - "PRESSURE COOKER"
G7f	POSTER ARTWORK - "BUCKET LIST"
G7g	POSTER ARTWORK - "SECRET RECIPE"
G7h	POSTER ARTWORK - "4000 STATUES"
G8	"THANKS" MESSAGE
G9a	STORE HOURS - ENTRY DOOR
G9b	STORE HOURS - DT WINDOW
G9c	STORE HOURS - SPEAKER POST
G10	RESTROOM SIGNS
G11	COLONEL'S OFFICE SIGN
G12	RESTROOM MIRROR MESSAGE
G13	COMMUNITY MESSAGE
G15a	BOH ART - COMMUNICATION BOARD (VERT. & HORIZ)
G15b	BOH ART - FAMILY PRIDE BOARD
G15c	BOH ART - COLONEL PROUD BANNER
G15d	BOH ART - COLONEL TIE MIRROR
G15e	BOH ART - GREATEST CHICKEN COLLAGE
G15f	BOH ART - SERVICE PROMISE SIGN

IMAGE COMPONENT SCHEDULE (CONT'D)

MILLWORK	
M1a	ORDER COUNTER/DRINK COUNTER COMPONENTS - K30
M1b	ORDER COUNTER/DRINK COUNTER COMPONENTS - K50
M1c	ORDER COUNTER/DRINK COUNTER COMPONENTS - K38
M1d	ORDER COUNTER/DRINK COUNTER COMPONENTS - K60
M1e	ORDER COUNTER/DRINK COUNTER COMPONENTS - K32
M1f	ORDER COUNTER/DRINK COUNTER COMPONENTS - K90
M1g	ORDER COUNTER/DRINK COUNTER COMPONENTS - Y04
M2a	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - STANDARD
M2b	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - OVER CHAIR RAIL
M3	FOCAL WALL PANELS - BACK RED WALL
M4	WINDOW TRIM - PRE-PRIMED
M5	CROWN MOULDING
M6	BUCKET BOOTH WITH BAR COUNTER/CURVED GLASS DIVIDER SCREEN
M7	CONDIMENT STATION WITH RAIL ASSEMBLY

LONG JOHN SILVERS GRAPHICS

LJG1	"KITCHEN" SIGN
LJG2	3 FISH BOARDS

LONG JOHN SILVERS DECOR

LJD1	LJS BOOTH - SINGLE
LJD2	LJS BOOTH - DOUBLE
LJD3	ROUND BOOTH
LJD4	CUSTOM LJS SETTEE (14'-0" L)
LJD5	LJS DINING SCREEN - PARTIAL HEIGHT (3'-6" L)
LJD6	LJS DINING SCREEN - PARTIAL HEIGHT (11'-0" L)

IMAGE COMPONENT SCHEDULE (XX)

INTERIOR SPECIALTIES		
TAG	QTY.	ITEM DESCRIPTION
IS-1		BUCKET
IS-2		RING CEILING ELEMENT
DECOR		
D1		SANDERS BOOTH - SINGLE
D2		SANDERS BOOTH - DOUBLE
D3		TRASH UNIT - SINGLE
D4		TRASH UNIT - DOUBLE
D5a		TABLE TOP - 21" X 24"
D5b		TABLE TOP - 24" X 42"
D5c		TABLE TOP - 24" X 42" HC W/ SYMBOL
D5d		TABLE TOP - 30" X 42" HC W/ SYMBOL
D5e		TABLE TOP - 30" X 33-1/2"
D5f		TABLE TOP - 30" ROUND
D5g		TABLE TOP - 30" ROUND HC W/ SYMBOL
D5h		TABLE TOP - 36" ROUND
D5i		TABLE TOP - 36" ROUND HC W/ SYMBOL
D6		FOCAL TABLE 60" ROUND WITH CUSTOM BASE
D7		FOCAL TABLE CUSTOM SIZE ROUND WITH CUSTOM BASE
D8		CLIP DOWN STEEL TABLE POST WITH ESCUTCHEON BASE AND MOUNTING PLATE
D9		CLIP DOWN STEEL TABLE POST WITH ESCUTCHEON BASE AND MOUNTING PLATE HC
D10		CLIP DOWN STEEL TABLE POST WITH ESCUTCHEON BASE AND OFFSET MOUNTING PLATE HC
CHAIRS		
C1		CAFE DINING CHAIRS
C2		CAFE DINING CHAIRS - KFC RED SEAT
C3		CAFE BAR CHAIRS - KFC RED SEAT

FIXTURES & GRAPHICS KEY NOTES:

- EXISTING P.O.S. EQUIPMENT - INCL. EXIST OR NEW UNDER COUNTER CASH DRAWER BRACKET
- RE-INSTALL EXISTING ICE MACHINE & BEVERAGE DISPENSER - SEE SHEET D1.0
- EXISTING SAFE
- REPLACE EXTERIOR/INTERIOR BRANDED PLASTIC DOOR PANEL WITH PREFINISH PANEL TO MATCH DOOR FRAME
- EXISTING SECURITY MONITOR, RELOCATE AS NECESSARY FOR NEW SERVICE COUNTER LAYOUT
- CUSTOM MILLWORK PROVIDED BY VENDOR
- REINSTALL EXISTING "KFC FOUNDATION" ARTWORK
- PAINT EXISTING TABLETOP POSTS - MATTE BLACK



KFC

INTERPLANS

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ISR

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FIXTURE GRAPHIC
PLACEMENT PLAN &
INTERIOR
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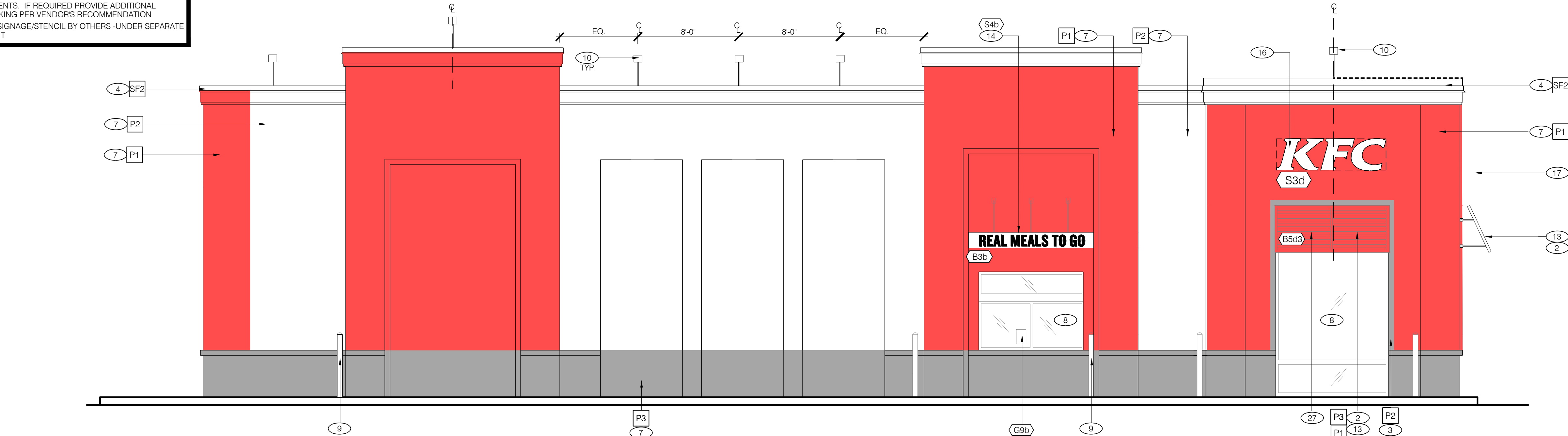
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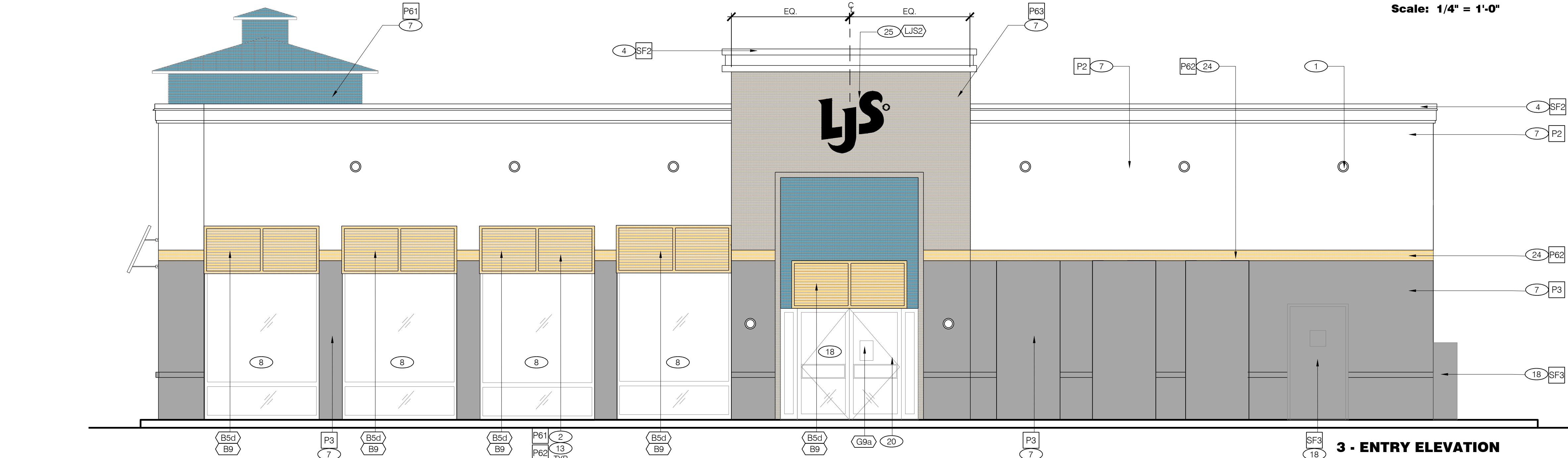
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PLOT 12 Monday, June 05, 2017 11:18 AM

GENERAL NOTES

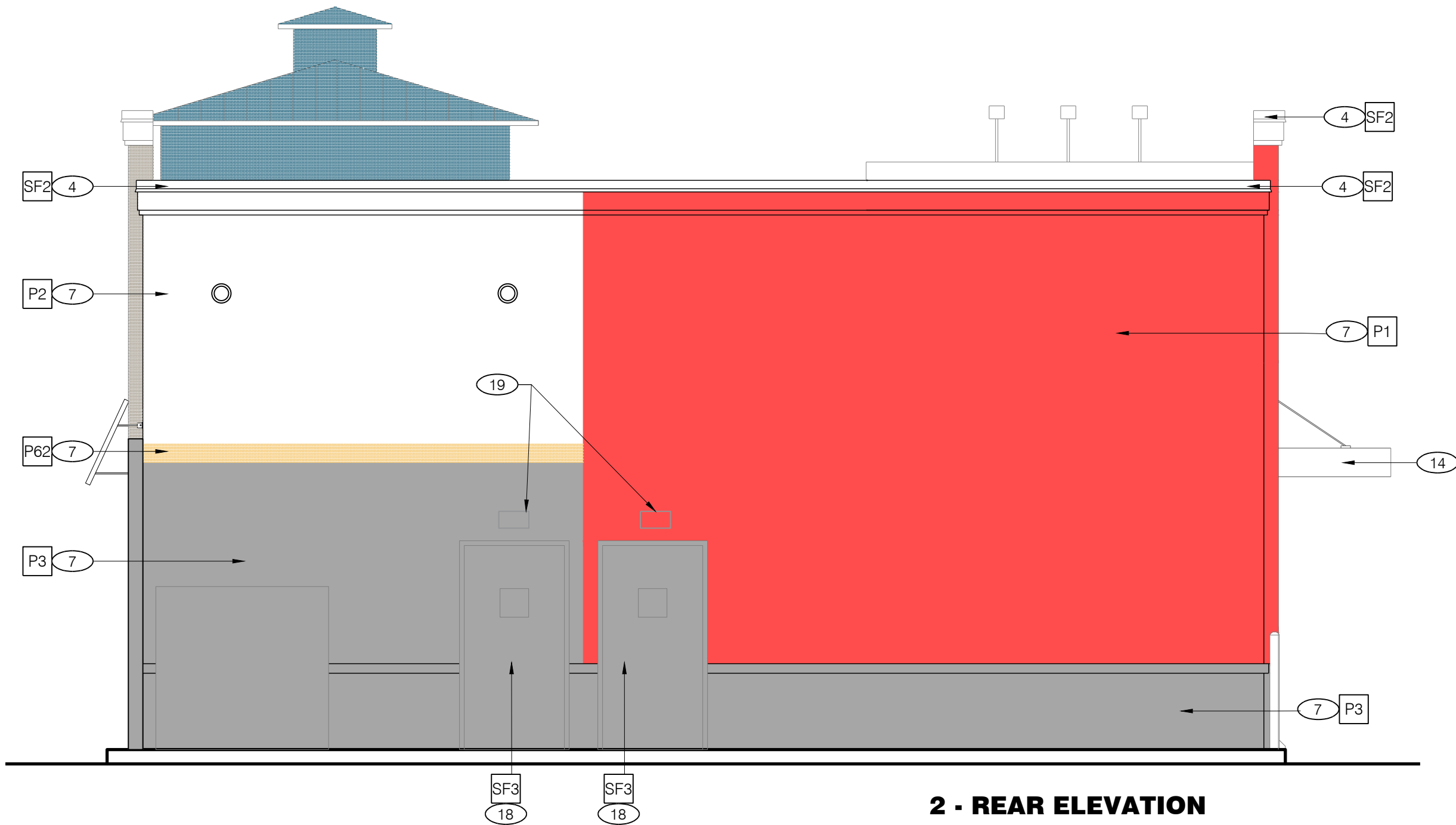
G.C. TO PROVIDE VERIFICATION OF EXISTING STRUCTURAL ATTACHMENTS FOR NEW BUILDING ELEMENTS. IF REQUIRED PROVIDE ADDITIONAL BLOCKING PER VENDORS RECOMMENDATION
KFC SIGNAGE/STENCIL BY OTHERS - UNDER SEPARATE PERMIT



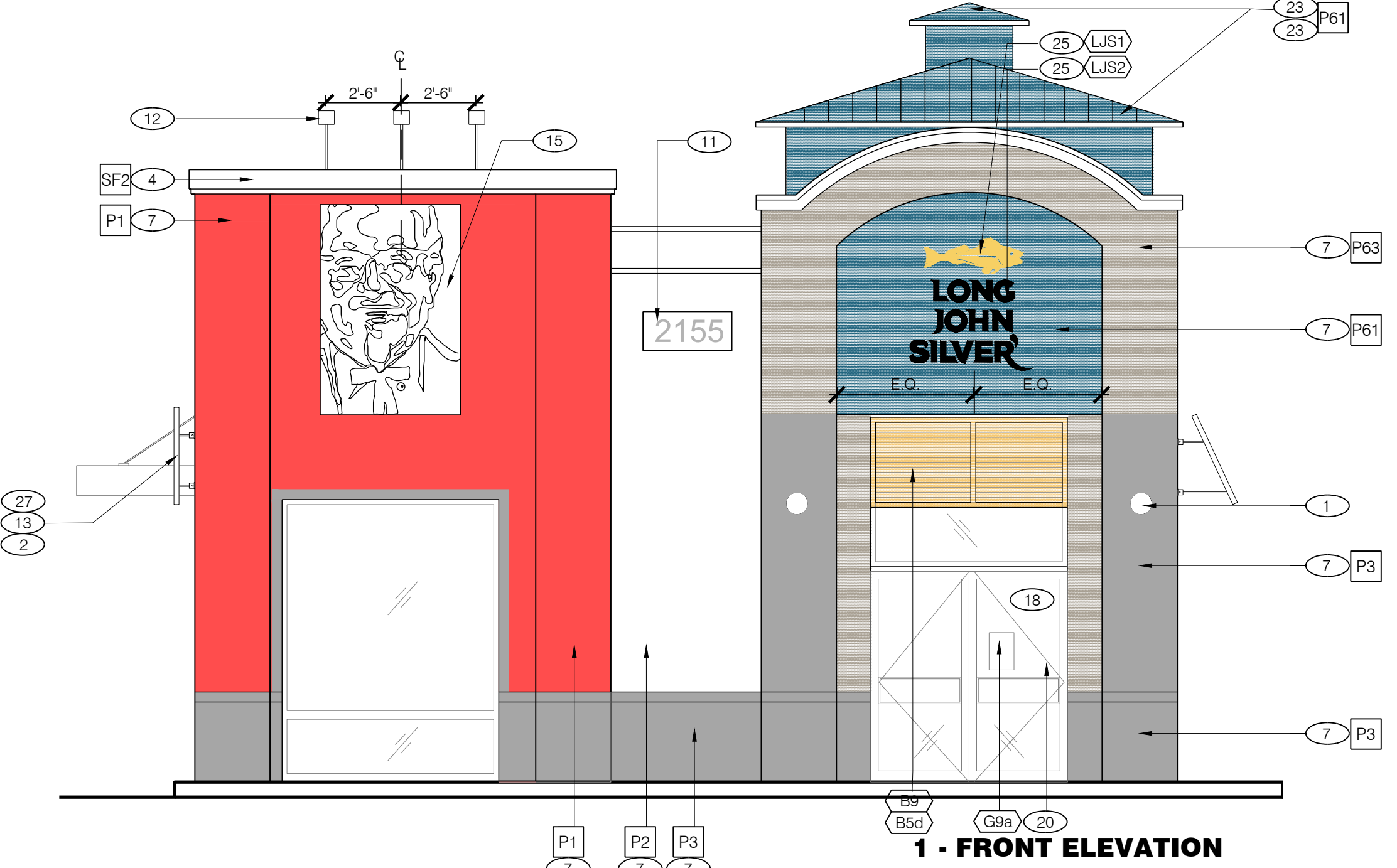
4 - ENTRY ELEVATION
Scale: 1/4" = 1'-0"



3 - ENTRY ELEVATION
Scale: 1/4" = 1'-0"



2 - REAR ELEVATION
Scale: 1/4" = 1'-0"



1 - FRONT ELEVATION
Scale: 1/4" = 1'-0"

PAINT SCHEDULE

KFC				
MARK	LOCATION	MFG / CONTACT	MODEL #/COLOR	REMARKS
P1	EXTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	AURA EXTERIOR PAINT EXOTIC RED 2086-10 LOW LUSTER (634)	MASONRY SUBSTRATE PRIMER: N068; GLAZED TILE SUBSTRATE PRIMER SXA-110
P2	EXTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	REGAL SELECT EXTERIOR PAINT WEDDING VEL 2125-70 LOW LUSTER (N401)	MASONRY SUBSTRATE PRIMER: N068; GLAZED TILE SUBSTRATE PRIMER SXA-110
P3	EXTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	AURA EXTERIOR PAINT BLACK HORIZON 2132-30 LOW LUSTER (634)	MASONRY SUBSTRATE PRIMER: N068; GLAZED TILE SUBSTRATE PRIMER SXA-110
P4	INTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	PRECATALYZED EPOXY LA PALOMA GRAY 1501 SEMI GLOSS (V541) - INTERIOR WALLS	PRIME ALL NEW SUBSTRATES WITH BENJAMIN MOORE FRESH START PRIMER #02300
P5	INTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	PRECATALYZED EPOXY WEDDING VEL 2125-70 SEMI GLOSS (V541) - INTERIOR DOORS AND FRAMES	PRIME ALL NEW SUBSTRATES WITH BENJAMIN MOORE FRESH START PRIMER #02300
SF2	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2125-70 WEDDING VEL (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF3	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2123-30 BLACK HORIZON (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF4	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2086-10 EXOTIC RED (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
LONG JOHN SILVERS PAINT				
P61	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCKIENNESSON P: (440)845-4335 chuckienn@longjohnsilvers.com	SW #6509 "GEORGIAN BAY"	Long John Silvers
P62	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCKIENNESSON P: (440)845-4335 chuckienn@longjohnsilvers.com	SW #6682 "JUNE DAY"	Long John Silvers
P63	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCKIENNESSON P: (440)845-4335 chuckienn@longjohnsilvers.com	SW # 7045 "INTELLECTUAL GRAY"	Long John Silvers
P64	INTERIOR PAINT	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	AURA WATERBORNE INTERIOR PAINT PROVINCE BELL 2135-40 LOW LUSTER (634) HORIZON (V520) FRESH	Long John Silvers
SF2	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2125-70 EXOTIC RED (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF3	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2123-30 BLACK HORIZON (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF7	EXTERIOR METAL	BENJAMIN MOORE KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@benjaminmoore.com	COROTECH POLYESTER URETHANE 2086-10 EXOTIC RED (V520) GLOSS CATALYST	COROTECH PRIMER (V132)

LONG JOHN SILVERS PAINT

P61	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCK JENNISON P. (440)845-4335 chuck.jennison@sherwin.com	SW #6509 "GEORGIAN BAY"	Long John Silvers
P62	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCK JENNISON P. (440)845-4335 chuck.jennison@sherwin.com	SW #6682 "JUNE DAY"	Long John Silvers
P63	EXTERIOR PAINT	SHERWIN WILLIAMS CHUCK JENNISON P. (440)845-4335 chuck.jennison@sherwin.com	SW #7045 "INTELLECTUAL GRAY"	Long John Silvers
P64	INTERIOR PAINT	KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@longjohnsilvers.com	AURA WATERBORNE INTERIOR PAINT PROVINCE BLUE 2135-40 LOW LUSTER (634) GLOSS CATALYST	Long John Silvers
SF2	EXTERIOR METAL	KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@longjohnsilvers.com	COROTECH POLYESTER URETHANE 2125-70 WEDDING VEL (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF3	EXTERIOR METAL	KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@longjohnsilvers.com	COROTECH POLYESTER URETHANE 2123-30 BLACK HORIZON (V520) GLOSS CATALYST	COROTECH PRIMER (V132)
SF4	EXTERIOR METAL	KURT MCLELLAND P: (800)635-5147 C: (502)640-1608 kurt.mclelland@longjohnsilvers.com	COROTECH POLYESTER URETHANE 2086-10 EXOTIC RED (V520) GLOSS CATALYST	COROTECH PRIMER (V132)

FINISH NOTES - KFC/ LONG JOHN SILVERS

- NEW M2 EXTERIOR LIGHT SCONCES (INSTALLED ABOVE EXISTING CEILING)
- PAINT WALL SURFACE BEHIND NEW AWNINGS
- PAINT 4" WIDE BORDER WINDOW SURROUND AS INDICATED
- EXISTING PARAPET COPING TO BE PATCHED, SEAL AND PAINTED
- EXISTING RAILING TO BE PAINTED SF-3
- STENCIL PAINTED GRAPHIC ELEMENT
- NEW EXTERIOR PAINT TREATMENT
- EXISTING WINDOWS
- EXISTING BOLLARD
- NEW PRE-FINISHED EXTERIOR LIGHT FIXTURE CENTERED ON WINDOW AND/OR GRAPHIC, OTHERWISE AS INDICATED IN ELEVATION. PATCH AND REPAIR ROOF MEMBRANE AT FIXTURE ATTACHMENT POINT
- REINSTALL ADDRESS NUMBERS AFTER PAINTING
- NEW SIGNAGE ACCENT LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
- NEW PRE-FINISHED METAL LOUVERED AWNINGS (AWNINGS ABOVE DOORS TO HAVE RAIN DIVERTERS)
- EXISTING DRIVE-THRU CANOPY
- EXISTING SIGN CABINET TO BE REFACED
- NEW KFC INDIVIDUAL SIGN LETTERS
- NEW METAL PANEL SYSTEM ATTACHED TO AND HELD OFF EXISTING TOWER TOP OF PANELING TO ALIGN WITH BOTTOM OF COPING
- PAINT EXISTING EXTERIOR DOOR, FRAME, AND BUILDING MOUNTED EQUIPMENT
- NEW EXTERIOR WALL LIGHT, M-3
- EXISTING STOREFRONT
- NEW BUILT-UP TOWER COLLAR WITH PRE-FINISHED METAL CAP - SF-2
- ALIGN PAINT LINE WITH REVEAL
- NEW ROOF FRAMING AND METAL ROOF ON EXISTING TOWER - PRE-FINISHED STANDING SEAM GALVANIZED METAL ROOF. SEAMS AT 16" O.C.
- 1" THICK x 3" WIDE TRIM
- NEW LONG JOHN SILVER SIGNAGE
- NEW SLOPED TOWER CAP ATTACHED TO AND HELD OFF EXISTING TOWER
- AWNINGS TO BE INSTALLED FLAT
- PAINTED STRIPES TO BE EVENLY SPACED BETWEEN 2'-8" - 3'-4"

IMAGE COMPONENTS SCHEDULE

SIGNAGE	
TAG	ITEM DESCRIPTION
S3d	KFC CHANNEL LETTERS - 24" WHITE
S4b	"REAL MEALS TO GO" VINYL LETTERS FOR 8' DT CANOPY
G9a	STORE HOURS - ENTRY
G9b	STORE HOURS - DT WINDOW
BUILDING EXTERIOR ELEMENTS	
B3b	DT WINDOW CANOPY - 8' WIDE
B5d3	SHUTTERED AWNINGS - 7'-4" WIDE (3'-0" HIGH)
B5d	SHUTTERED AWNINGS - 7'-4" WIDE
LONG JOHN SILVERS SIGNAGE/EXTERIOR ELEMENTS	
LJS1	LJS FISH SIGN
LJS2	LJS TWO LINE SIGN
B9	SHUTTERED AWNINGS - LJS YELLOW (SIZE VARIES)



KFC

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
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IP: PROJECT NO #: 2016.6140

TEMPLATE VERSION:
RELEASE 2.0
MARCH 2016

REVISION:
Mark Date By
06/14/2016 --

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
ISR

2155 RAILROAD AVENUE,
PITTSBURG

COMMISSION NO. E720027

ISSUE DATE 06/14/2016

SHEET TITLE

EXTERIOR
ELEVATIONS

SHEET NO.

A-2.0

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STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 1 of 6)

Date Prepared: May 30, 2017

A. General Information

Climate Zone: 12

Conditioned Floor Area: 1195 SQ FT

Unconditioned Floor Area:

Building Type: ☒ Nonresidential ☐ High-Rise Residential ☐ Hotel/Motel

☐ Schools ☐ Relocatable Public Schools ☒ Conditioned Spaces ☐ Unconditioned Spaces

Phase of Construction: ☐ New Construction ☐ Addition ☒ Alteration

Method of Compliance: ☐ Complete Building ☒ Area Category ☐ Tailored

Project Address: 2155 Railroad Avenue, Pittsburg CA 94565

B. Lighting Compliance Documents (select yes for each document included)

For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, refer to the Nonresidential Manual published by the California Energy Commission.

YES	NO	COMP. DOC.	TITLE
☒	☐	NRCC-LTI-01-E	Certificate of Compliance. All Pages required on plans for all submittals.
☒	☐	NRCC-LTI-02-E	Lighting Controls, Certificate of Compliance, and PAF Calculation. All Pages required on plans for all submittals.
☒	☐	NRCC-LTI-03-E	Indoor Lighting Power Allowance
☐	☒	NRCC-LTI-04-E	Tailored Method Worksheets
☐	☐	NRCC-LTI-05-E	Line Voltage Track Lighting Worksheets
☐	☒	NRCC-LTI-06-E	Indoor Lighting Existing Conditions

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 4 of 6)

Date Prepared: May 30, 2017

G. Installed Portable Luminaires in Offices – Exception to Section 140.6(a)

- This section shall be filled out ONLY for portable luminaires in offices (As defined in §100.1). All other planned portable luminaires shall be documented on next page of this compliance document.

- This section is used to determine if greater than 0.3 watts of portable lighting is planned for any office

- Fill out a separate line for each different office. Small offices that are typical (having the same general and portable lighting) may be grouped together. This allowance shall not be traded between offices having different lighting systems.

Office Portable Luminaire Schedule	Office Installed Portable Luminaire W/ft²						Office Location	Field Inspector	
01	02	03	04	05	06	07	08	09	10
Complete Luminaire Description (i.e., LED, under cabinet, furniture mounted direct/indirect)	Watts per Luminaire	Number of Luminaires	Installed portable luminaire watts in this office (G02 x G03)	Square feet of this office	Watts per square foot (G04 / G05)	If G06 ≤ 0.3, enter zero; If G06 > 0.3, (G06 x 0.3)	(G05 x G07)	Identify Office area in which these portable luminaires are installed	Pass Fail
		0					0		☐ ☐
		0					0		☐ ☐
		0					0		☐ ☐
		0					0		☐ ☐
		0					0		☐ ☐
Total installed portable luminaire watts that are greater than 0.3 W/ft² per office:								Enter sum total of all pages into NRCC-LTI-01-E; Page 2	

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 2 of 6)

Date Prepared: May 30, 2017

C. Summary of Allowed Lighting Power

Conditioned and Unconditioned space Lighting must not be combined for compliance

Indoor Lighting Power for Conditioned Spaces				Indoor Lighting Power for Unconditioned Spaces			
	Installed Lighting	Watts		Installed Lighting	Watts		
01	NRCC-LTI-01-E, Table H, page 5	1483	+	NRCC-LTI-01-E, Table H, page 5	+		
02	Portable Only for Offices NRCC-LTI-01-E, Table G, page 4		+				
03	Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-	-	Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-		
04	Adjusted Installed Lighting Power (row 1 plus row 2 minus row 3)	1483	=	Adjusted Installed Lighting Power (row 1 minus row 3)	0	=	
Complies ONLY if Installed ≤ Allowed (Box 04 < Box 05)				Complies ONLY if Installed ≤ Allowed (Box 04 < Box 05)			
05	Allowed Lighting Power Conditioned NRCC-LTI-03-E, page 1 Alterations with replacement luminaires that have at least 50/35% lower power compared to the original existing luminaires, may instead use the allowed wattage from NRCC-LTI-06, page 2	1792.5		Allowed Lighting Power Unconditioned NRCC-LTI-03-E, page 1 Alterations with replacement luminaires that have at least 50/35% lower power compared to the original existing luminaires, may instead use the allowed wattage from NRCC-LTI-06, page 2			

D. Declaration of Required Certificates of Installation

Declare by selecting yes for all of the Certificates that will be submitted. (Retain copies and verify forms are completed and signed.)

YES	NO	Form/Title	
☒	☐	NRCI-LTI-01-E - Must be submitted for all buildings	☐ Field Inspector
☐	☒	NRCI-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐ Field Inspector
☒	☐	NRCI-LTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.	☐ Field Inspector
☐	☒	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.	☐ Field Inspector
☐	☒	NRCI-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	☐ Field Inspector
☐	☒	NRCI-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	☐ Field Inspector

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 5 of 6)

Date Prepared: May 30, 2017

A Separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for:

☒ **CONDITIONED SPACE** ☐ **UNCONDITIONED SPACE**

H. Indoor Lighting Schedule and Field Inspection Energy Checklist

Luminaire Schedule			Installed Watts				Location	Field Inspector ¹
01	02	03	04	05	06	07	08	
Name or Item Tag	Complete Luminaire Description (i.e., 3 lamp fluorescent troffer, F32T8, one dimmable electronic ballast)	Watts per luminaire	How wattage was determined CEC Default from NAB According to §150.0(c)	Number Luminaires	Total Installed Watts in this area (W03 x W05)	Primary Function area in which these luminaires are installed	Pass Fail	
F-1	LED SOCO Pendant	13	☐ ☒	1	13	Sales/Dining Area	☒ ☐	
F-2	LED Glass Pendant	3	☐ ☒	3	9	Sales/Dining Area	☒ ☐	
J-3	LED Wire Pendant	38	☐ ☒	3	114	Sales/Dining Area	☒ ☐	
L-1	2x4 LED Recessed Troffer	47	☐ ☒	11	517	Sales/Dining Area	☒ ☐	
L-2	2x2 LED Recessed Troffer	35	☐ ☒	2	70	Sales/Dining Area	☒ ☐	
T-1, TR-2	LED Track Lighting via 0.5A Current Limiter	60	☐ ☒	3	180	Sales/Dining Area	☒ ☐	
T-1, TR-4	LED Track Lighting via 0.5A Current Limiter	60	☐ ☒	6	360	Sales/Dining Area	☒ ☐	
T-1, TR-8	LED Track Lighting via 0.5A Current Limiter	100	☐ ☒	1	100	Sales/Dining Area	☒ ☐	
T-2, TR-8	LED Track Lighting via 0.5A Current Limiter	120	☐ ☒	1	120	Sales/Dining Area	☒ ☐	
INSTALLED WATTS PAGE TOTAL:					1483	Enter sum total of all pages into NRCC-LTI-01-E; Page 2		

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 3 of 6)

Date Prepared: May 30, 2017

E. Declaration of Required Certificates of Acceptance

Declare by selecting yes for all of the Certificates of Acceptance that will be submitted. (Retain copies and verify forms are completed and signed.)

YES	NO	FORM/TITLE	
☒	☐	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	☐ Field Inspector
☒	☐	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	☐ Field Inspector
☐	☒	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	☐ Field Inspector
☐	☒	NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).	

A Separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for:

☒ **CONDITIONED SPACE** ☐ **UNCONDITIONED SPACE**

F. Indoor Lighting Schedule and Field Inspection Energy Checklist

☐ The actual indoor lighting power listed on the next 2 pages includes all installed permanent and planned portable lighting systems.

☐ When Complete Building Method is used for compliance, list each different type of luminaire on separate lines.

☐ When Area Category Method or Tailored Method is used for compliance, list each different type of luminaire by each different function area on separate lines

☐ Also include track lighting in schedule, and submit the track lighting compliance document (NRCC-LTI-05-E) when line-voltage track lighting is installed.

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

Indoor Lighting

Project Name: Kentucky Fried Chicken - E720027

NRCC-LTI-01-E
(Page 6 of 6)

Date Prepared: May 30, 2017

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: DeLonda Singleton

Signature Date: May 30, 2017

Address: 604 Courtland Street, Suite 100

City/State/Zip: Orlando, FL 32804

Phone: 407.645.5008

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.

2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).

3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.

4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Malcolm G. Russo

Signature Date: May 30, 2017

Address: 604 Courtland Street, Suite 100

City/State/Zip: Orlando, FL 32804

Phone: 407.645.5008



KFC

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
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IP: PROJECT NO #: 2016.6140

TEMPLATE VERSION:
RELEASE 2.0
MARCH 2016

REVISION:
Mark Date By
05/30/2017 DMS
PERMIT COMMENTS

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
ISR

2155 RAILROAD AVENUE,
PITTSBURG

COMMISSION NO. E720027

ISSUE DATE 06/14/2016

SHEET TITLE
TITLE 24

SHEET NO.
T24.1

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PLOTTED: Monday, June 05, 2017 11:18:57 AM

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE
Indoor Lighting - Lighting Controls
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

NRCC-LTI-02-E
(Page 1 of 3)

A. Mandatory Lighting Control Declaration Statements (Indicate if the measure applies by checking yes or no below.)		
YES	NO	Control Requirements
☒	☐	Lighting shall be controlled by self-contained lighting control devices which are certified to the Energy Commission according to the Title 20 Appliance Efficiency Regulations in accordance with Section 110.9.
☐	☒	Lighting shall be controlled by a lighting control system or energy management control system in accordance with §110.9. An Installation Certificate shall be submitted in accordance with Section 130.4(b).
☒	☐	One or more Track Lighting Integral Current Limiters shall be installed which have been certified to the Energy Commission in accordance with §110.9 and §130.0. Additionally, an Installation Certificate shall be submitted in accordance with Section 130.4(b).
☐	☒	A Track Lighting Supplementary Overcurrent Protection Panel shall be installed in accordance with Section 110.9 and Section 130.0. Additionally, an Installation Certificate shall be installed in accordance with Section 130.4(b).
☒	☐	All lighting controls and equipment shall comply with the applicable requirements in §110.9 and shall be installed in accordance with the manufacturer's instructions in accordance with Section 130.1.
☒	☐	All luminaires shall be functionally controlled with manual ON and OFF lighting controls in accordance with Section 130.1(a).
☒	☐	General lighting shall be separately controlled from all other lighting systems in an area. Floor and wall display, window display, case display, ornamental, and special effects lighting shall each be separately controlled on circuits that are 20 amps or less. When track lighting is used, general, display, ornamental, and special effects lighting shall each be separately controlled; in accordance with Section 130.1(a)4.
☒	☐	The general lighting of any enclosed area 100 square feet or larger, with a connected lighting load that exceeds 0.5 watts per square foot shall meet the multi-level lighting control requirements in accordance with Section 130.1(b).
☒	☐	All installed indoor lighting shall be equipped with controls that meet the applicable Shut-OFF control requirements in Section 130.1(c).
☒	☐	Lighting in all Daylit Zones shall be controlled in accordance with the requirements in Section 130.1(d) and daylight zones are shown on the plans.
☐	☒	Lighting power in buildings larger than 10,000 square feet shall be capable of being automatically reduced in response to a Demand Responsive Signal in accordance with Section 130.1(e).
☐	☒	Before an occupancy permit is granted for a newly constructed building or area, or a new lighting system serving a building, area, or site is operated for normal use, indoor lighting controls serving the building, area, or site shall be certified as meeting the Acceptance Requirements for Code Compliance in accordance with Section 130.4.(a). The controls required to meet the Acceptance Requirements include automatic daylight controls, automatic shut-OFF controls, and demand responsive controls.

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE
Indoor Lighting - Lighting Controls
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

NRCC-LTI-02-E
(Page 2 of 3)

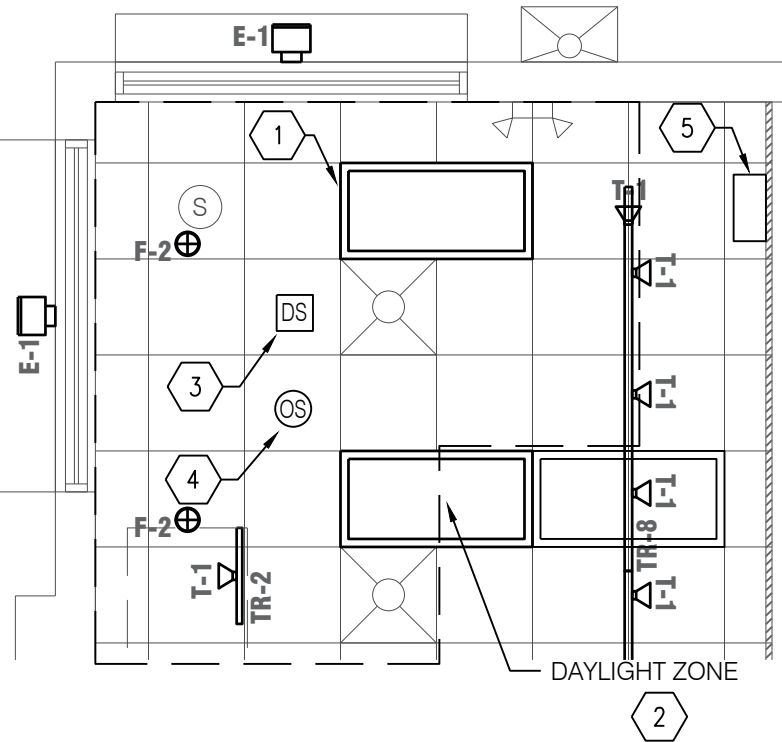
A separate document must be filled out for Conditioned and Unconditioned Spaces. This page is used only for the following:
☒ CONDITIONED SPACES ☐ UNCONDITIONED SPACES

B. Mandatory and Prescriptive Indoor Lighting Control Schedule, PAF Calculation, and Field Inspection Checklist

Lighting Control Schedule										Standards Complying With ¹ (✓ all that apply, or leave empty if Exempted)					PAF	Control Credit (11 x 12)	✓ If Acceptance Test Required	Field Inspector
01	02	03	04	05	06	07	08	09	10	11	12	13	14	15				
Location in Building	Type/Description of Lighting Control (i.e.: occupancy sensor, automatic time switch, dimmer, automatic daylight, etc...)	# of Units	\$130.1(a)	\$130.0(b)	\$130.1(c)	\$130.1(d)	\$130.1(e)	\$140.6(a)2	\$140.6(d)									Pass
Dining Area	Daylight Sensor	2				•						0	☐	☐				☐
Dining Area	Dimmers	7	•	•								0	☐	☐				☐
Dining Area	Occupancy Sensor	2		•								0	☐	☐				☐
												0	☐	☐				☐
												0	☐	☐				☐
												0	☐	☐				☐
Control Credit PAGE TOTAL (Sum of Column 13):															0			
IF MULTIPLE PAGES ARE USED, ENTER SUM TOTAL OF Control Credit for all pages HERE (Sum of all Column 13):																		
															Enter Control Credit total into NRCC-LTI-01-E; Page 1.			
1. §130.1(a) = Manual area controls; §130.0(b) = Multi Level; §130.1(c) = Auto Shut-Off; §130.1(d) = Mandatory Daylight; §130.1(e) = Demand Responsive; §140.6(d) = Additional lighting controls installed to earn a PAF; §140.6(d) = Prescriptive Secondary Sidelit Daylight Controls. 2. Check Table 140.6-A for correct Factor. PAFs shall not be traded between conditioned and unconditioned spaces. As a condition to earn a PAF, an Installation Certificate is also required to be filled out, signed, and submitted.																		

KEYED NOTES

- ALL GENERAL LIGHTING WITHIN DAYLIGHT ZONES SHALL BE SEPARATELY CONTROLLED FROM GENERAL AREA LIGHTING IN COMPLIANCE WITH SECTION 130.1(D) OF CEC BUILDING ENERGY EFFICIENCY STANDARDS.
- LINE DENOTING DAYLIGHT ZONE TYPICAL FOR ALL AREAS ADJACENT TO VERTICAL FENESTRATION WITH DIMENSIONAL CRITERIA AS FOLLOWS:
DEPTH:
-WINDOW HEIGHT INTO SPACE, OR
-TO NEAREST CEILING HEIGHT OPAQUE PARTITION (WHICHEVER IS LESS)
WIDTH:
-WIDTH OF WINDOW PLUS ONE-HALF TIME WINDOW HEAD HEIGHT ON EACH SIDE, OR
-WINDOW WIDTH PLUS DISTANCE TO OPAQUE PARTITIONS, OR
-WINDOW WIDTH PLUS ONE-HALF THE DISTANCE TO ADJACENT SKYLIGHT OR VERTICAL FENESTRATION (WHICHEVER IS LEAST)
- PROVIDE CEILING MOUNTED DAYLIGHT SENSOR FOR EACH DAYLIGHT ZONE TO CONTROL GENERAL LIGHTING LUMINAIRES WITHIN THE DAYLIGHT ZONE. LOCATION AND CALIBRATION OF SENSOR SHALL NOT BE READILY ACCESSIBLE TO UNAUTHORIZED PERSONNEL AND SHALL BE CONFIGURED IN THE FIELD.
- PROVIDE CEILING MOUNTED OCCUPANCY SENSORS LOGISTICALLY LOCATED IN THE SALES AREA TO AUTOMATICALLY SHUT OFF ALL LIGHTING WHEN THE SPACE IS TYPICALLY UNOCCUPIED IN COMPLIANCE WITH SECTION 130.1(C) OF THE CEC BUILDING ENERGY EFFICIENCY STANDARDS.
- PROVIDE DIMMER SWITCHES COMPATIBLE WITH LIGHTING FIXTURES BEING INSTALLED. REFER TO FIXTURE SCHEDULE ON ARCHITECTURAL SHEETS FOR MORE FIXTURE INFORMATION. DIMMERS SHALL BE EQUIPPED WITH MANUAL ON/OFF CAPABILITY FOR ALL SALES AREA LIGHTING IN COMPLIANCE WITH SECTIONS 130.1 (A) AND (B) FOR AREA CONTROLS AND MULTI-LEVEL LIGHTING CONTROLS OF THE CEC BUILDING ENERGY EFFICIENCY STANDARDS. FINAL LOCATION OF CONTROLS TO BE VERIFIED WITH KFC CONSTRUCTION MANAGER.



TYPICAL LIGHTING CONTROL DETAIL
Scale: 1/4" = 1'-0"

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE
Indoor Lighting - Lighting Controls
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

NRCC-LTI-02-E
(Page 3 of 3)

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
I certify that this Certificate of Compliance documentation is accurate and complete.
Documentation Author Name: DeLonda Singleton
Company: Interplan LLC
Address: 604 Courtland Street
City/State/Zip: Orlando, FL 32804
Documentation Author Signature: *DeLonda Singleton*
Signature Date: May 30, 2017
CEA Certification Identification (if applicable): N/A
Phone: 407.645.5008

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permits application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.
Responsible Designer Name: Malcolm G. Russo
Company: Interplan LLC
Address: 604 Courtland Street, Suite 100
City/State/Zip: Orlando, FL 32804
Responsible Designer Signature:
Date Signed:
License: E014010
Phone: 407.645.5008



KFC

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
KENNETH MCCOIG, P.E.

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

IP: PROJECT NO #: 2016.6140

TEMPLATE VERSION:
RELEASE 2.0
MARCH 2016

REVISION:
Mark Date By
05/30/2017 DMS
PERMIT COMMENTS

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
ISR

2155 RAILROAD AVENUE,
PITTSBURG

COMMISSION NO. E720027

ISSUE DATE 06/14/2016

SHEET TITLE

TITLE 24

SHEET NO.

T24.2

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PROJECT MANAGEMENT
DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
KENNETH MCCOIG, P.E.

IP. PROJECT NO #: 2016.6140

REVISION:

Mark	Date	By
	05/30/2017	DMS

 01 PERMIT COMMENTS

2155 RAILROAD AVENUE,
PITTSBURG

SHEET TITLE

SHEET NO. 4

T24 2

124.3

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance April 2016

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance April 2016

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance April 2016

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance April 2016

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PLOTTED: Monday, June 05, 2017 11:19:00 AM



ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
KENNETH MCCOIG, P.E.

IP. PROJECT NO #: 2016.6140

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance January 2016CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance January 2016CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance January 2017

SHEET NO. **T24.4**

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PLOTTED: Monday, June 05, 2017 11:19:03 AM

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STATE OF CALIFORNIA
OUTDOOR LIGHTING
CEC-NRCC-LTO-01-E (Revised 04/16)
CERTIFICATE OF COMPLIANCE
Outdoor Lighting
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

CALIFORNIA ENERGY COMMISSION
NRCC-LTO-01-E
(Page 1 of 4)

A. General Information

Project Address: 2155 Railroad Avenue, Pittsburg CA 94565
Phase of Construction: ☐ New Construction ☐ Addition ☒ Alteration
Outdoor Lighting Zone (LZ) ☐ LZ-1 ☐ LZ-2 ☒ LZ-3 ☐ LZ-4
I have confirmed with the AHJ which LZ applies to this site. For default lighting zone designations, see Title 24 Part 6, §10-114

Total Illuminated Hardscape Area: 216 SQ FT

B. Lighting Compliance Documents (check box for each document included)

For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, refer to the Nonresidential Manual published by the California Energy Commission.

☒ NRCC-LTO-01-E Certificate of Compliance
☐ NRCC-LTO-02-E Outdoor Lighting Controls Certificate of Compliance
☒ NRCC-LTO-03-E Outdoor Lighting Power Allowance Certificate of Compliance
☐ NRCC-LTO-04-E Outdoor Lighting Existing Conditions Certificate of Compliance

C. Summary of Allowed Outdoor Lighting Power

Sum Total ALLOWED Outdoor Lighting Wattage from NRCC-LTO-03-E, page 1
Alterations with NO increase of connected lighting load may instead use the allowed wattage from NRCC-LTO-04, page 2.
Complies ONLY if Installed (Box 02) ≤ Allowed (Box 01)

Watts

01

135.6

02

60

D. Declaration of Required Installation Certificates

Declare by checking all Installation Certificates that will be submitted. (Retain copies and verify compliance documents are completed and signed.)

☒ NRCL-LTO-01-E - Must be submitted for all buildings
☐ NRCL-LTO-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.

☐ Field Inspector

E. Declaration of Required Certificates of Acceptance

Declare by checking all of the Certificates of Acceptance that will be submitted. (Retain copies and verify compliance documents are completed and signed.)

☐ NRCA-LTO-02-A - Must be submitted for outdoor lighting controls.

☐ Field Inspector

F. Schedule of Luminaires Exempt from the Outdoor Lighting Power Requirements in §140.7

01
Name or Symbol
Description of exempt luminaire in accordance with the exemptions

02

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

April 2016

STATE OF CALIFORNIA
OUTDOOR LIGHTING
CEC-NRCC-LTO-01-E (Revised 04/16)
CERTIFICATE OF COMPLIANCE
Outdoor Lighting
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

CALIFORNIA ENERGY COMMISSION
NRCC-LTO-01-E
(Page 2 of 4)

G. Schedule of Luminaires Exempt from the Cutoff Requirements in §130.2(b)

01
Name or Symbol
Description of exempt luminaire in accordance with the exemptions

02
LED FLOOD LIGHT - LIGHTING USED TO ILLUMINATE BUILDING FACADES.
LED FLOOD LIGHT - LIGHTING USED TO ILLUMINATE BUILDING FACADES.
LED WALL SCONCE - LIGHTING USED TO ILLUMINATE BUILDING FACADES.

H. Schedule of Luminaires Exempt from the Outdoor Lighting Control Requirements in §130.2(c)

01
Name or Symbol
Description of exempt luminaire in accordance with the exemptions

02

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

April 2016

STATE OF CALIFORNIA
OUTDOOR LIGHTING
CEC-NRCC-LTO-01-E (Revised 04/16)
CERTIFICATE OF COMPLIANCE
Outdoor Lighting
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

CALIFORNIA ENERGY COMMISSION
NRCC-LTO-01-E
(Page 3 of 4)

I. Outdoor Lighting Schedule and Field Inspection Energy Checklist

Luminaire Schedule		Installed Watts				Location	Cutoff	Field Inspector	
01	02	03	04	05	06	07	08	09	
Name or Item Tag	Complete Luminaire Description	Watts per Luminaire	How wattage was determined	Number of Luminaires	Total Installed Wattage in this area (03 x 05)	Primary Function area in which these luminaires are installed (Outdoor Lighting Zone)	BUG Rating	Pass	Fail
		CEC Default from M48	According to §130.0(c)						
M-3	LED WALL PACK	20	☐	☒	3	60	ENTRANCE/EXIT DOORS	UH: UL: FVH: BVH: FH: BH:	☒ ☐
			☐	☐	0			UH: UL: FVH: BVH: FH: BH:	☒ ☐
			☐	☐	0			UH: UL: FVH: BVH: FH: BH:	☒ ☐
INSTALLED WATTS PAGE TOTAL:					60	Enter sum total of all pages (Sum Total INSTALLED Outdoor lighting wattage) into NRCC-LTO-01-E; Page 1		60	

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

April 2016

STATE OF CALIFORNIA
OUTDOOR LIGHTING
CEC-NRCC-LTO-01-E (Revised 04/16)
CERTIFICATE OF COMPLIANCE
Outdoor Lighting
Project Name: Kentucky Fried Chicken - E720027
Date Prepared: May 30, 2017

CALIFORNIA ENERGY COMMISSION
NRCC-LTO-01-E
(Page 4 of 4)

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: DeLonda Singleton
Documentation Author Signature: DeLonda Singleton
Company: Interplan LLC
Address: 604 Courtland Street, Suite 100
City/State/Zip: Orlando, FL 32804
Signature Date: May 30, 2017
CEA Certification Identification (if applicable): N/A
Phone: 407.645.5008

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
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4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Malcolm G. Russo
Responsible Designer Signature:
Company: Interplan LLC
Address: 604 Courtland Street, Suite 100
City/State/Zip: Orlando, FL 32804
Date Signed:
License: E014010
Phone: 407.645.5008

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

April 2016



KFC

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
KENNETH MCCOIG, P.E.

604 COURTLAND STREET
SUITE 100
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PH 407.645.5008
FX 407.629.9124

IP: PROJECT NO #: 2016.6140

TEMPLATE VERSION:
RELEASE 2.0
MARCH 2016

REVISION:
Mark Date By
05/30/2017 DMS
PERMIT COMMENTS

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
ISR

2155 RAILROAD AVENUE,
PITTSBURG

COMMISSION NO. E720027

ISSUE DATE 06/14/2016

SHEET TITLE
TITLE 24

SHEET NO.

T24.5



ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
KENNETH MCCOIG, P.E.

IP. PROJECT NO #: 2016.6140

REVISION:
Mark Date By
 05/30/2017 DMS
 01 PERMIT COMMENTS

PROJECT TITLE
CD TEMPLATE
KA, K-38 Y04
TO AMERICAN
SHOWMAN
ISR

ISSUE DATE 06/14/2016

SHEET NO.

T24.6

A. OUTDOOR LIGHTING POWER ALLOWANCE SUMMARY						
1. General Hardscape Lighting Power Allowance (Site Total from Section B of NRCC-LTO-03-E)				1.	0	
2. Additional Specific "use it or lose it" Lighting Power Allowances listed in each of these cells shall be identical to total allowed watts determined in Section C-1 to C-4 of NRCC-LTO-03-E.						
PER APPLICATION from Section C-1	PER UNIT LENGTH (SALES FRONTAGE) from Section C-2	PER HARDSCAPE AREA (ORNAMENTAL LIGHTING) from Section C-3	PER SPECIFIC AREA from Section C-4,			
60	0	0	75.6	=		
3. Sum Total Allowed Outdoor Lighting Wattage (add rows 1 and 2)					3.	135.6

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance January 2016

C-3. WATTAGE ALLOWANCE PER SQUARE FOOT OF HARDSCAPE AREA (Ornamental Lighting) – Table 140.7-B									
- Allowance for the total site illuminated hardscape area. Luminaires qualifying for this allowance shall be rated for 100 watts or less as determined in accordance with Section 130.0(c), and shall be post-top luminaires, lanterns, pendant luminaires, or chandeliers. - If more than one luminaire type is used per location, use multiple rows for that location									
01	02	03	04	05	06	07	08	09	10
ALLOTTED WATTS			DESIGN WATTS						
Name of area for which ornamental allowance is claimed	Square Feet of Hardscape	Wattage Allowance per Square Foot	Allocated Watts (02 x 03)	Luminaire Code or Symbol	Luminaire Description	Luminaire Quantity	Watts per Luminaire	Design Watts (07 x 08)	Allowed Watts (smaller of 04 or 09)
			0					0	
			0					0	
			0					0	
			0					0	
			0					0	
Sum total allowance for ornamental lighting on the site:									0

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

C. ADDITIONAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS

- ☐ The additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used.
- ☐ Use Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances.

C-2. WATTAGE ALLOWANCE PER UNIT LENGTH (Sales Frontage) from Table 140.7-B									
☐ If more than one luminaire type is used per location, use multiple rows for that location									
01	02	03	04	05	06	07	08	09	10
Name of Location for Which Allowance is Claimed	ALLOTTED WATTS			Luminaire Code or Symbol	DESIGN WATTS				Allowed Watts (smaller of 04 or 09)
	Linear Feet of Sales Frontage	Wattage Allowance per Linear Foot	Alloited Watts (02 x 03)		Luminaire Description	Luminaire Quantity	Watts per Luminaire	Design Watts (07 x 08)	
Sum total allowance for sales frontage on the site:.					0				

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance

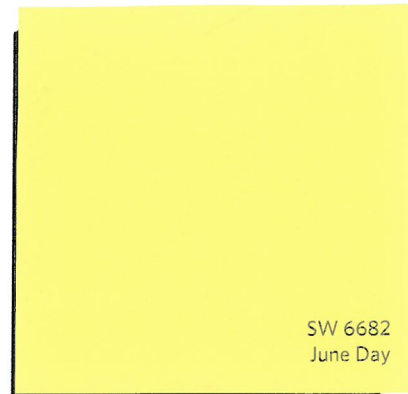
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete.		Documentation Author Signature: <i>DeLonda Singleton</i>	
Documentation Author Name: DeLonda Singleton		Signature Date: May 30, 2017	
Company: Interplan LLC		CEA Certification Identification (if applicable): N/A	
Address: 604 Courtland Street, Suite 100		Phone: 407.645.5008	
City/State/Zip: Orlando, FL 32804			
RESPONSIBLE PERSON'S DECLARATION STATEMENT			
I certify the following under penalty of perjury, under the laws of the State of California:			
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Responsible Designer Name: Malcolm G. Russo		Responsible Designer Signature:	
Company: Interplan LLC		Date Signed:	
Address: 604 Courtland Street, Suite 100		License: E014010	
City/State/Zip: Orlando, FL 32804		Phone: 407.645.5008	



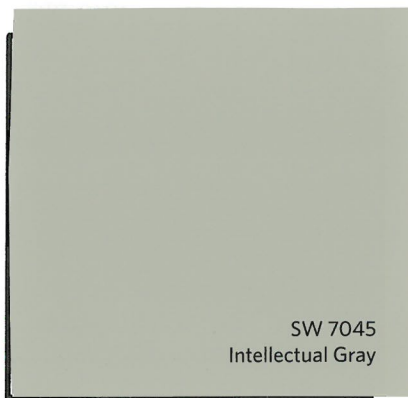
Re: KFC Remodel Project – Store ID: E720027 - 2155 Railroad Avenue Pittsburg, CA 94565



**Sherwin Williams Exterior Paint
#6509 – Georgian Bay (P61)**



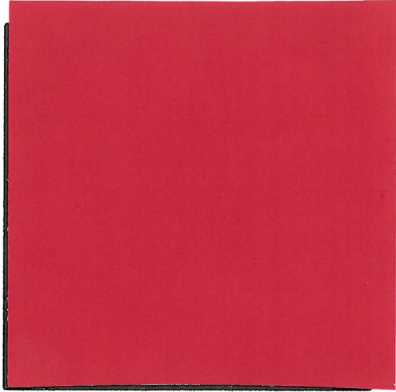
**Sherwin Williams Exterior Paint
#6682 – June Day (P62)**



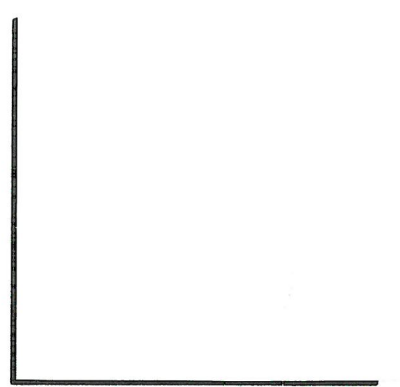
**Sherwin Williams Exterior Paint
#7045 – Intellectual Gray (P63)**



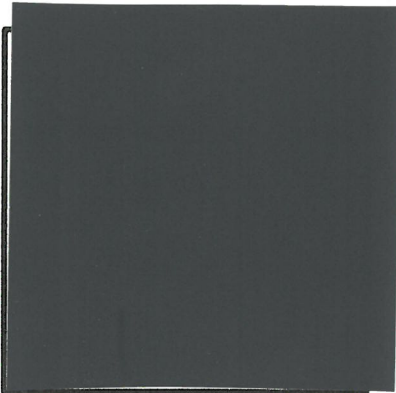
Re: KFC Remodel Project – Store ID: E720027 - 2155 Railroad Avenue Pittsburg, CA 94565



**Benjamin Moore Aura Exterior Paint
Exotic Red (2086-10) – Low Luster (634) (P1)**



**Benjamin Moore Regal Select Exterior Paint
Wedding Veil (2125-70) – Low Luster (N401) (P2)**



**Benjamin Moore Aura Exterior Paint
Black Horizon (2132-30) – Low Luster (634) (P3)**

Photographic Survey: E720027-2155 Railroad Avenue



1

Existing: 1- Front Elevation



Existing: 1 – Front Elevation and 4 -Entry Elevation



Existing: 4 – Entry Elevation



Existing: 3 – Entry Elevation

3



Existing: 3 – Entry Elevation

KFC Remodel Project

2155 Railroad Avenue
Pittsburg, CA

Store# E720027



Existing: 3 – Entry Elevation & 2 – Rear Elevation

4



Existing: 2 – Rear Elevation



PLANNING APPLICATION (Planning Commission or Zoning Administrator Review)
City of Pittsburg Development Services Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565
Phone: (925) 252-4920; Fax: 252-4814

TYPE OF APPLICATION REQUESTED:

- | | |
|--|---|
| ☐ UP Conditional Use Permit | ☐ SR Sign Programs/Exceptions |
| ☒ DR Design Review | ☐ SUB Tentative Map |
| ☐ GP General Plan Amendment | ☐ VA Variance |
| ☐ SUB Parcel Map | ☐ ZA Zoning Administrator Review |
| ☐ RZ Rezoning | ☐ Other _____ |

STAFF USE ONLY

Application Number: AP-17-1257

Date Filed: 7-10-17

PROJECT INFORMATION: (To be completed by applicant – only complete lines that are relevant to the application)

Name of Project; (Business/Development): KFC Remodel : E720027

Address/Location of Subject Property: 2155 Railroad Avenue, Pittsburg, CA

Assessor's Parcel No(s): 088-183-011-1

Existing General Plan Designation/Zoning District: Planned Development

Proposed General Plan Designation/Zoning District: Planned Development

Existing Use: Fast Food Restaurant - KFC Proposed Use: Fast Food Restaurant - KFC

Size of Structure(s), (sq. ft.) existing: 2,664 SF

Size of Addition(s), (sq. ft.) proposed: Renovation : 1,195 SF

* Amount of impervious surface being created (sq. ft. or acres): N/A (see bottom of page).

Property Size (acres or sq. ft.): .690 acres No. of Lots Existing: 1 Proposed: N/A

Days/Hours of Operation: M, T, W, Th, F, S, Sun 10am-11pm

Number of Employees; Existing: _____ Proposed: _____

Number of On-Site Parking Stalls; Existing: 32 Proposed: N/A

Describe proposed project/use on an attached sheet.

* If over 10,000 sq. ft., a stormwater control plan and related documents may be required per PMC §13.28.050(A)(2). Please contact Planning staff or refer to the Stormwater C.3 Guidebook available at www.cccleanwater.org/construction/nd.php for further guidance.

	Fees Paid	Finance Code
(UP) Conditional Use Permit	\$ _____	CU
(DR) Design Review	\$ _____	DR
(GP) General Plan Amendment	\$ _____	GD
(SUB) Parcel Map	\$ _____	TM
(RZ) Rezoning	\$ _____	RZ
(SR) Sign Programs/Exceptions	\$ _____	SI
(SUB) Tentative Map	\$ _____	TS
(VA) Variance	\$ _____	VA
(ZA) Zoning Administrator Review	\$ _____	TI
Initial Study	\$ _____	EA
Negative Declaration	\$ _____	ND
Other _____	\$ _____	
TOTAL FEES PAID		



City of Pittsburg

Planning Department
65 Civic Avenue
Pittsburg, CA 94565-3814

Please list all consultants hired in conjunction with this project and return to the City of Pittsburg Planning Department with the completed application form. The City's Finance Department will review the list to determine if a business license is required and will follow up directly with the consultant pursuant to Pittsburg Municipal Code Chapter 5, Business Licenses and Regulations.

Project Name/Application Number: KFC Remodel Project : E720027

Project Address: 2155 Railroad Avenue Pittsburg, CA

Applicant name: Flora Ramirez - Lendlease o/b/o KFC

Applicant phone number: (312)971 - 4058

Contractor/Consultant Name Address Contact Phone No.	Consultant's Scope of Work	Contract Price
General Contractor TBD		

Attach additional sheets as necessary.



LETTER OF AUTHORIZATION

Applications for Zoning Approvals/ Sign Permits/ Building Permits

To whom this may concern,

Harman Managers Investment, a California limited partnership; as owner and/or operator of the restaurants listed in Appendix A, authorize Lend lease (US) Construction, Inc., to act as an agent on my behalf for the purpose of performing all and every act that is required for approval. This includes all necessary and appropriate acts to prepare, sign, submit, file and present on my behalf for building, permitting, zoning and/or land use application to obtain land use changes, special exceptions, zoning variances, zoning permits, conditional use permits, special use permits, administrative permits, construction/ building permits, operational permits, and other approvals or permits related to the above described real property.

Should you require anything further to effectuate this authorization, please contact me at the below phone number (650)941-5681, and email address travisg@harmans.com.

By: James S. Jackson, President
Harman Capital Corporation its General Partner

7/27/16

Date

ACKNOWLEDGMENT

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.

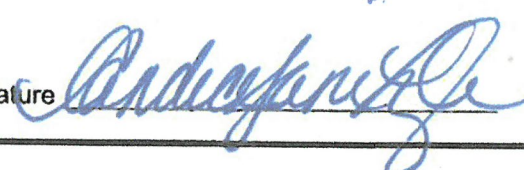
State of California
County of Santa Clara)

On July 27, 2016 before me, Candice Jane Lyle, Notary Public
(insert name and title of the officer)

personally appeared James S. Jackson
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)



Letter of Authorization

Application for Zoning Approvals/Sign Permits/Building Permits

Lend lease (US) Construction, Inc.

APPENDIX A

Number	Store	Address	City	State	Zip
E720287	108	4660 Clayton Rd	Concord	CA	94521-2934
E720091	156	1395 Stanwood Dr.	San Jose	CA	95118-2945
E720337	184	2410 Mahogany Way	Antioch	CA	94509-2966
E720018	232	552 E Santa Clara St	San Jose	CA	95112-2013
E720020	235	696 W El Camino Real	Mountain View	CA	94040-2508
E720019	237	134 Dr Martin Luther King Jr Blvd	Stockton	CA	95206-1333
E720032	246	2815 Geneva Ave	Daly City	CA	94014-1524
E720033	249	691 Eddy St	San Francisco	CA	94109-7904
E720027	275	2155 Railroad Ave	Pittsburg	CA	94565-4940
E720507	282	3820 Florin Road	Sacramento	CA	95823-1802
E720267	482	1679 Federal Blvd	Denver	CO	80204-1910
S720187	539	950 West 1250 South	Richfield	UT	84701-7001

Harman Managers Investment

**NOTICE OF INTENT
TO CONDUCT A ZONING ADMINISTRATOR PUBLIC HEARING
PURSUANT TO PMC 18.10.050**

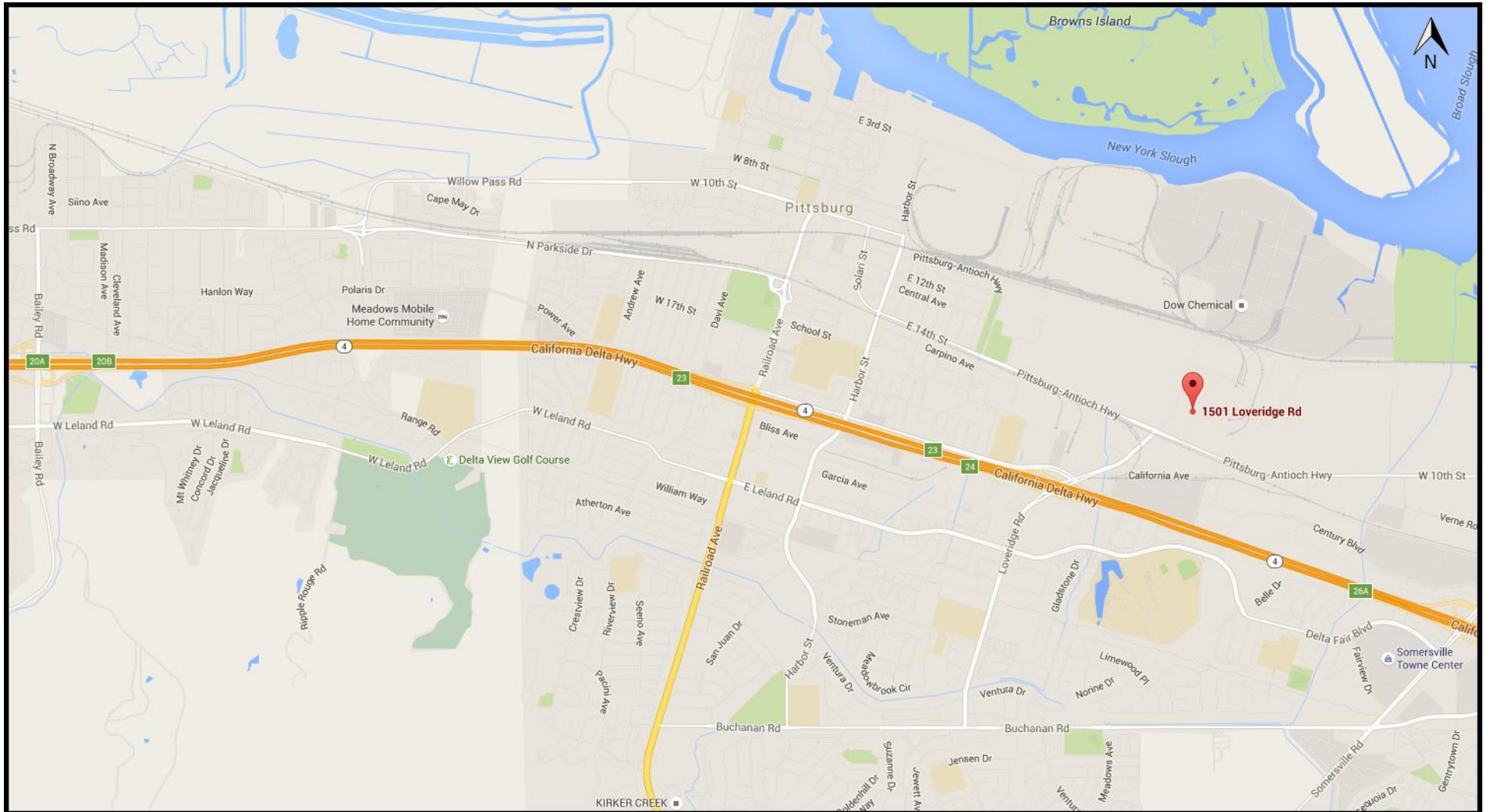
Savage Services Fence Height Exception, AP-17-1244 (ZA).

This is an application by Jon D. Simmons, of Savage Services, requesting Zoning Administrator approval of a fence height exception for the front and corner side yard of the property, where the maximum fence height permitted is three feet, in order to legalize a six-foot-tall chain link fence with barbed wire for Savage Services Truck Terminal, located at 1501 Loveridge Road in the IG (General Industrial) District. APN: 073-230-033.

This project is delegated to the Zoning Administrator under Pittsburg Municipal Code (PMC) section 18.84.205.F.2.

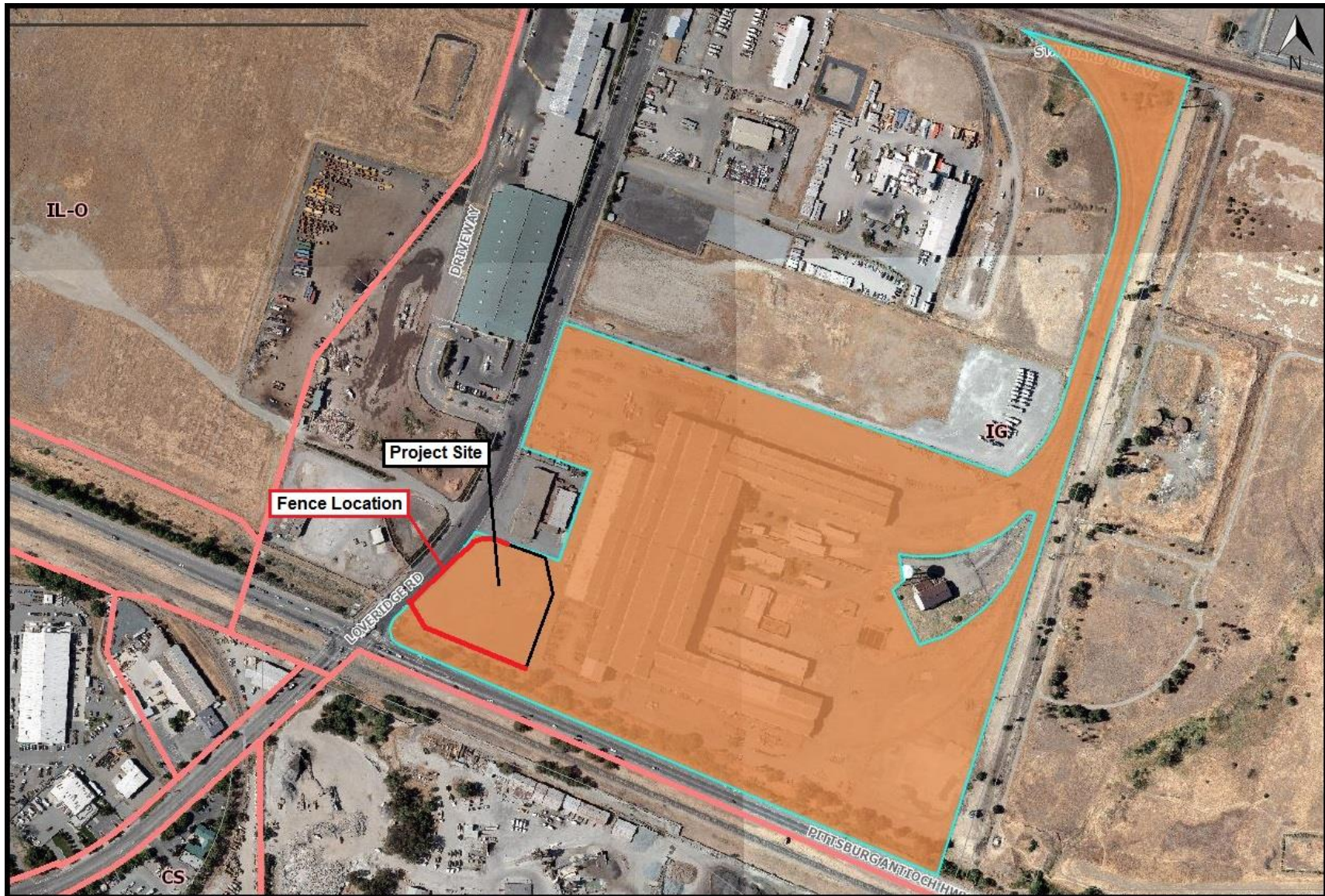
Savage Services Fence Height Exception – Vicinity Map

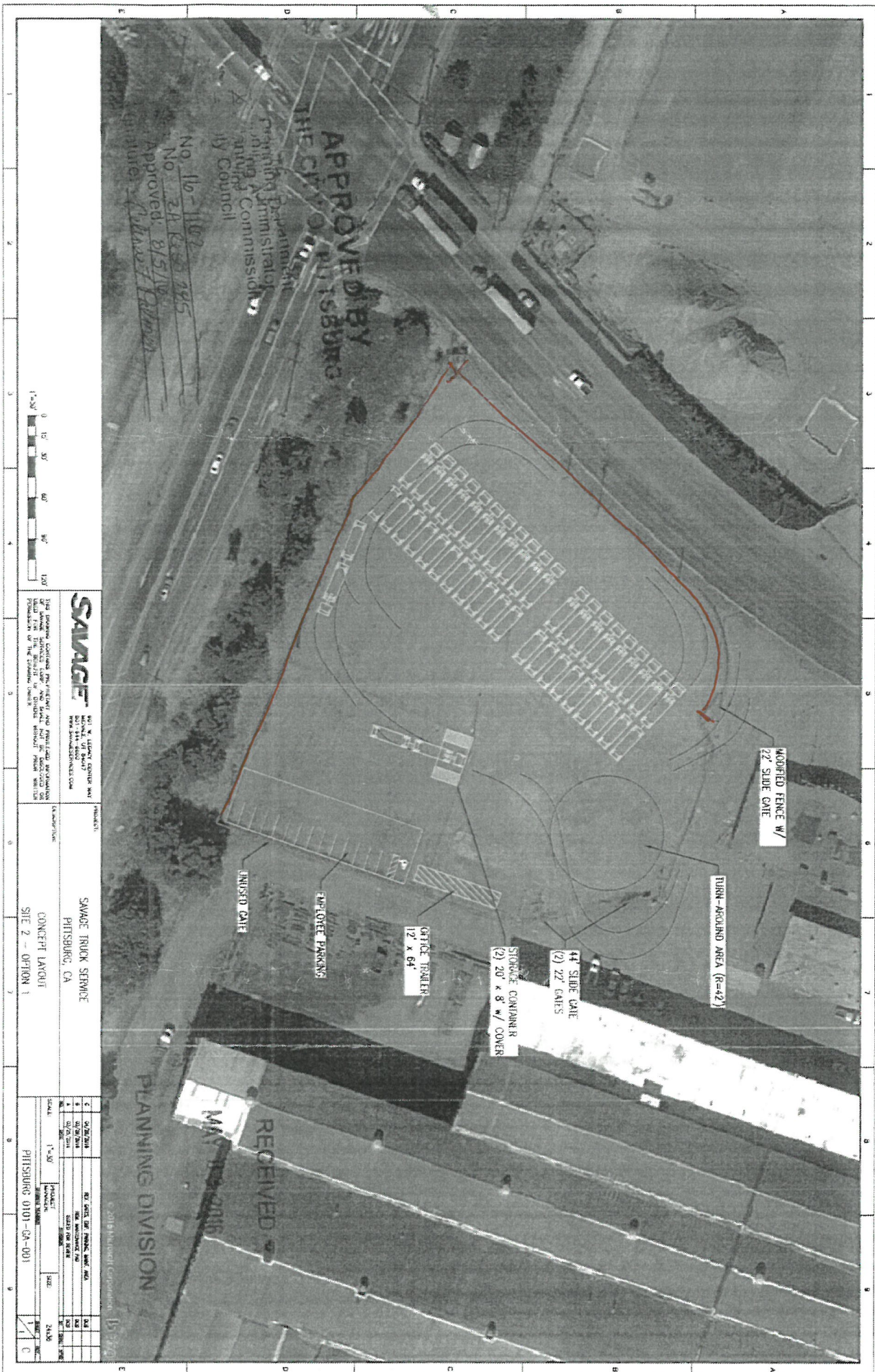
AP-17-1244	1501 Loveridge Road
Zoning Administrator	APN: 073-230-033



Savage Services Fence Height Exception – Aerial Map

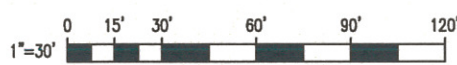
AP-17-1244	1501 Loveridge Road
Zoning Administrator	APN: 073-230-033







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SAVAGE
901 W. LEGACY CENTER WAY
MIDVALE, UT 84047
801-944-6800
WWW.SAVAGESERVICES.COM

THIS DRAWING CONTAINS PROPRIETARY AND PRIVILEGED INFORMATION OF SAVAGE SERVICES CORP. AND SHALL NOT BE DISCLOSED OR USED FOR THE BENEFIT OF OTHERS WITHOUT PRIOR WRITTEN PERMISSION OF THE DRAWING OWNER.

PROJECT:
SAVAGE TRUCK SERVICE
PITTSBURG, CA

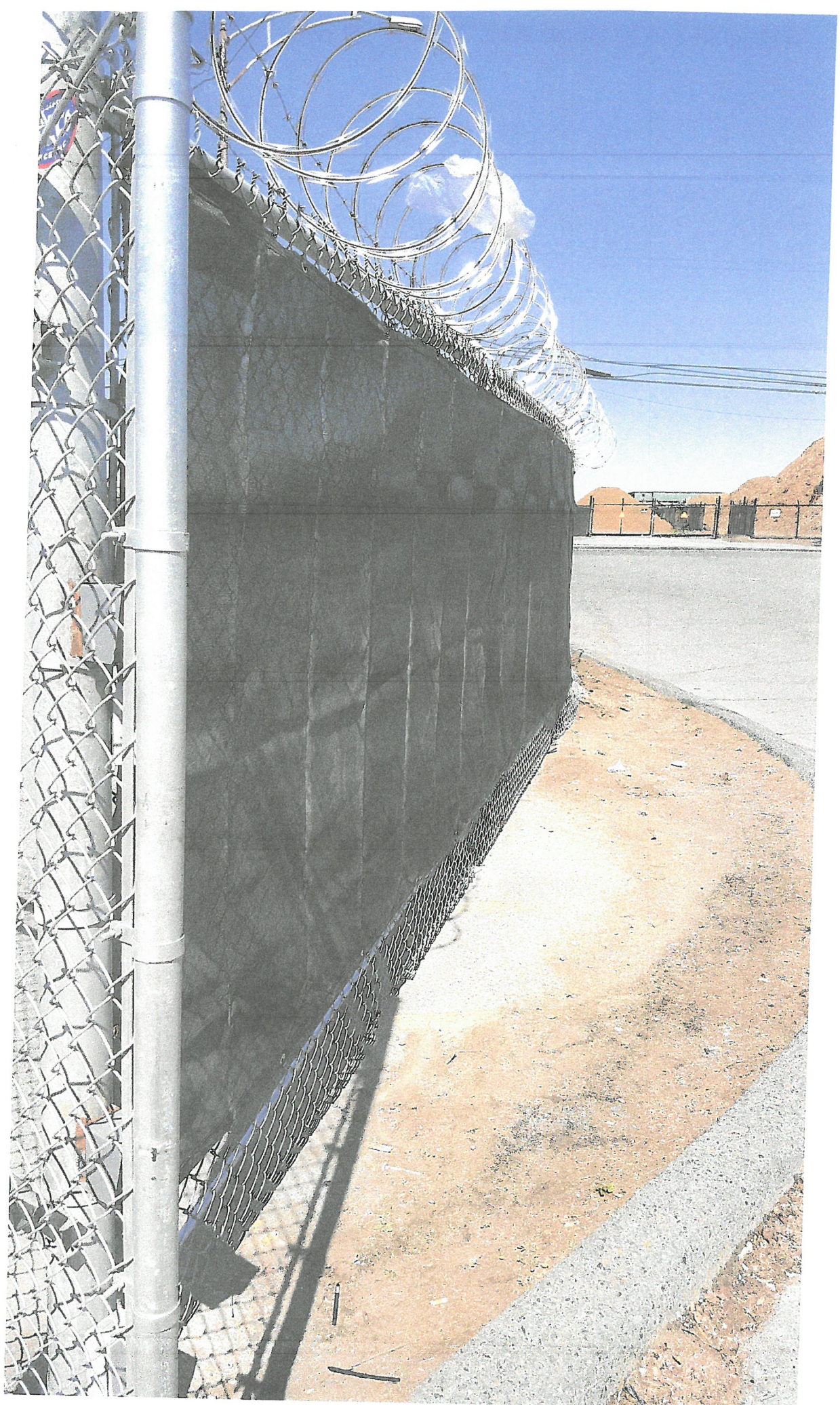
DESCRIPTION:
CONCEPT LAYOUT
SITE 2 - OPTION 1

C	04/26/2016	REV. GATES, EMP. PARKING, MAINT. AREA	DCB		
B	03/29/2016	REM. MAINTENANCE PAD	DCB		
A	03/25/2016	ISSUED FOR REVIEW	DCB		
NO.	DATE	REVISION	BY	CHKD	APP'D
SCALE: 1"=30'		PROJECT MANAGER:	SIZE: 24x36		
DRAWING NUMBER					
PITTSBURG 0101-GA-001				SHEET 1	REV. C



PRIVATE PARKING
THIS PREMISE PATROLLED BY
K & S TOWING (825) 794-4775
ALL UNAUTHORIZED CARS WILL BE TOWED AT
THE OWNERS EXPENSE. NOY RE-ENTRY
BLOCKING THE DRIVEWAY. FIRE LANE OR
PARKED IN HANDICAP SPOT WITHOUT IT
PLACARD WILL BE IMMEDIATELY TOWED AWAY
PARK IN MARKED SPACES ONLY
C.V. 221554-A
POLICE (825) 646-1244

NO TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL
BE ARRESTED
CA PD 680



conditions.

1. The project shall be constructed in substantial conformity with the project plans date stamped May 3, 2016, except as modified below.

- 
2. The applicant shall either apply for a fence height exception through the City of Pittsburg Planning Division, or relocate the existing fence along the property line adjacent to Loveridge Road back twenty-five (25) feet to meet the required front yard setback for IG districts.

3. Any proposed razor wire shall be located on top of chain link fencing, at a minimum of six-feet above the adjacent grade, but in no event shall the total fence height (including razor wire) exceed twelve-feet.

- 
4. The applicant shall screen the parking area from view from the public right-of-way by installing climbing vines or hedge-type plant material along the fence line adjacent to Loveridge Road subject to approval by the city planner.

5. The applicant shall ensure that the site is maintained in a neat and clean manner at all times. Trash, debris, weeds and/or other unkempt shrubbery shall not be allowed to accumulate on or around the site, on perimeter fencing, or on the street gutters and sidewalks.

Engineering Division Conditions

6. On site trash receptacles shall be stored in a covered trash enclosure. The applicant shall grade the site around the enclosure to prevent any run-on into the enclosure.

7. The applicant shall pay for the portion of frontage improvements of area being leased along Loveridge Rd for future construction, or the property owner shall enter into a deferred improvement agreement and post a bond, for the cost of improvements, with the City for the future frontage improvements along Loveridge Road. Execution of this agreement shall occur within 90 days of this approval.

8. The applicant shall use best management practices to prevent dripped substances from washing into the adjacent creek. Oil drips from vehicles shall be addressed and mitigated using dry cleanup methods, and vehicles stored on site shall be properly maintained. Power washing of the surface without vacuuming wash water is prohibited. Operator to use surface cleaning methods as approved by the Bay Area Stormwater Management Agencies Association (BASMAA). See www.basmaa.org for more information.



☐ UP Conditional Use Permit	☐ SR Sign Programs/Exceptions
☐ DR Design Review	☐ SUB Tentative Map
☐ GP General Plan Amendment	☐ VA Variance
☐ SUB Parcel Map	☒ ZA Zoning Administrator Review
☐ RZ Rezoning	☐ Other <u>fence height exception</u>

Application Number: AP-17-1244 Date Filed: 5.9.17

Name of Project; (Business/Development): Savage Services

Address/Location of Subject Property: 1501 Loveridge Road

Assessor's Parcel No(s): 073230033-0

Existing General Plan Designation/Zoning District: Industrial/IG

Proposed General Plan Designation/Zoning District: N/A

Existing Use: Vehicle storage Proposed Use: —

Size of Structure(s), (sq. ft.) existing: 768 SF (office trailer) & 2-1160 SF (storage containers)

Size of Addition(s), (sq. ft.) proposed: _____

Number of On-Site 8.5' x 17' Parking Stalls; Existing: 15 Proposed: 15

* If over 10,000 sq. ft., a stormwater control plan and related documents may be required per PMC §13.28.050(A)(2). Please contact Planning staff or refer to the Stormwater C.3 Guidebook available at www.cccleanwater.org/construction/nd.php for further guidance.

APPLICANT INFORMATION

Applicant's Name: Jon D. Simmons Email: jon.simmons@savage-services.com

Phone No: (925) 759-1438 Fax No.: () N/A

Mailing Address: 1501 Laveridge Road, #14 Pittsburg, CA 94205

Property Manager: Hall Equities Phone No.: (925) 933-4000 x242

Address: 1855 Olympic Blvd #300 Walnut Creek, Ca. 94596

Property Owner(s): CEIP, LP Phone No.: (925) 933-4000

Address: 1855 Olympic Blvd Ste. 300, Walnut Creek CA 94596

Notarized Signature of Agent and/or Property Owner:

Agent (attach notary) _____ Date _____

Property owner/manager (attach notary) Hall Equities Group Agent for Owners Date 4/2/17

(If not property owner or manager, provide letter from property owner authorizing agent to sign application.)

APPLICATION REQUIREMENTS, GENERAL SUBMITTAL CHECKLIST (To be completed by applicant)

- ☐ Planning application form completed with property owner(s) notarized signature.
- ☐ * Postage stamped, letter sized envelopes for all owners of property located within 300 feet of the proposed project site's property lines (2 sets for GP and RZ applications).
- ☐ Correct filing fees. If paying by check, make payable to the City of Pittsburg.
- ☐ 1 full set of plans, 1 reduced (11x17) set of plans, and 1 electronic copy- See plan submittal requirements handout.

You are encouraged to schedule an appointment with Planning Division staff to discuss your project prior to submittal of your application.

*Required for projects needing public hearings (Application types: UP, GP, SUB, RZ, VA, ZA)

STAFF USE ONLY

Receipt No. 004931-0032 Date Rec'd: 5.9.17 By: Celina F. Palen

	Fees Paid	Finance Code
(UP) Conditional Use Permit	\$ _____	CU
(DR) Design Review	\$ _____	DR
(GP) General Plan Amendment	\$ _____	GD
(SUB) Parcel Map	\$ _____	TM
(RZ) Rezoning	\$ _____	RZ
(SR) Sign Programs/Exceptions	\$ _____	SI
(SUB) Tentative Map	\$ _____	TS
(VA) Variance	\$ _____	VA
(ZA) Zoning Administrator Review	\$ _____	TI
Initial Study	\$ _____	EA
Negative Declaration	\$ _____	ND
Other <u>fence height exception</u>	\$ <u>700</u>	<u>PHE</u>

TOTAL FEES PAID

700

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

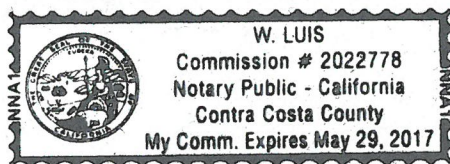
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On 4/28/17 before me, W. Luis Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Teri Day
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____