City of Pittsburg
Planning Commission Agenda

September 25, 2018

City Hall Council Chamber
65 Civic Avenue, Pittsburg, CA 94565

Regular Meeting
7:00 P.M.

Planning Commission Members
James Coniglio, Chair
Elissa Robinson, Vice-Chair
Durie Foster, Commissioner
Jeremy Ward, Commissioner
Mark Linde, Commissioner
Sarah Foster, Commissioner
J. Faye Fields, 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, Pittsburg. 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 September 11, 2018

PUBLIC HEARINGS

2. 110, 118, & 158 Alturas Avenue, AP-18-1328 (DR, TRP).
This is a public hearing on a request for design review approval of plans for the development of three, 9,800 square foot lots, with three single family homes on each lot and related site improvements located at 110, 118, and 158 Alturas Road, and a Tree Removal Permit to remove a protected Chinese Ash tree on Lot 158, in the RM (Medium Density Residential) District, Assessor's Parcel Nos. 087-101-002, 087-101-003, and 087-101-008.

3. Amendment to the Garaventa Development Agreement, AP-18-1368 (DA).
This is a public hearing on a request for a recommendation for City Council approval of an amendment to the development agreement between Garaventa Enterprises, Inc. and the City of Pittsburg. The proposed amendment would require Garaventa and a third-party developer to construct an office building and a Courtyard by Marriott hotel or equivalent hotel brand on a 5.23-acre site located at the northwest corner of Railroad Avenue and State Route 4. Assessor's Parcel Nos. 086-100-041 and 086-100-040.

STUDY SESSION

4. **Making Waves Academy Charter School Project, AP-18-1339 (DR).**
This is a study session to receive initial comments on a forthcoming request for design review approval of plans to construct a new charter school campus on a site located at 420 E. 3rd Street in the RMD-O (Downtown Medium Density Residential with an Overlay, Ordinance No.07-1284) and CP (Pedestrian Commercial) districts. APN: 073-050-001. The applicant is also contemplating construction of a multi-purpose sports facility on several vacant parcels immediately north of the campus site in the CW (Waterfront Commercial) and IG (General Industrial) districts. APNs: 073-010-002, 073-010-003, 073-010-004, 073-010-005, 073-010-08, 073-010-013.

ZONING ADMINISTRATOR REPORTS

5. **Notice of Intent to Exercise Delegated Design Review Authority, and Submittal of Adopted Zoning Administrator Resolutions.**
The Zoning Administrator submits one notice of intent to exercise delegated design review authority for the Chili's exterior color change at 4330 Century Blvd., and two resolutions previously approved under the delegated authority (Planning Commission Resolution No. 9918).

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 SPECIAL MEETING
OF THE
PITTSBURG PLANNING COMMISSION

September 11, 2018

A regular meeting of the Pittsburg Planning Commission was called to order by Vice Chair Robinson at 7:00 p.m. on Tuesday, September 11, 2018, in the Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Present: Vice Chair Robinson, Commissioner Fields, D. Foster, S. Foster, Ward

Absent: Chair Coniglio, Commissioner Linde

Staff: Community Development Director Jill Hecht, City Engineer Richard Abono, PlanningManager/ SecretaryKristin Pollot, Deputy City Clerk Amanda McVey

PLEDGE OF ALLEGIANCE

CommissionerD. Fosterled the Pledge of Allegiance.

DELETIONS / WITHDRAWALS / CONTINUANCES

Item number five (5), Nazari Contractor Yard, AP-17-1303 (RZ, UP), was continued to a date uncertain.

COMMENTS FROM THE AUDIENCE

Wolfgang Croskey, Pittsburg, spoke on continued item number five (5), Nazari Contractor Yard, AP-17-1303 (RZ, UP). Mr. Croskey stated that he supports businesses in Pittsburg, but that he believes the City needs to hold the bar higher in regard to curb appeal.

Mike Nazari, Pittsburg, spoke as the applicant on continued item number five (5), Nazari Contractor Yard, AP-17-1303 (RZ, UP).

PRESENTATIONS

1. SB-1: The Road Repair and Accountability Act of 2017

   Presentation by City Engineer Richard Abono

2. Five-Year Capital Improvement Program (CIP)

   Presentation by Senior Civil Engineer Ron Nevels

CONSENT

3. Minutes of September 11, 2018

4. Five-Year Capital Improvement Program (CIP) – General Plan ConsistencyDetermination.

A request for the Planning Commission to determine whether the projects in the proposed Five-Year CIP are consistent with the City's General Plan.

On motion by Commissioner Ward seconded by Commissioner S. Foster to approve the Consent Calendar and carried by the following vote:

AYES:	D. Foster, S. Foster, Robinson, Ward
NOES:	None
ABSTAIN:	None
ABSENT:	Coniglio, Fields, Linde

PUBLIC HEARINGS

5. **Nazari Contractor Yard, AP-17-1303 (RZ, UP)**

Apublic hearing on a request for a recommendation to City Council for approval for a zoning amendment establishing a limited overlay district to allow 'contractor yard' as a conditionally permitted use, and approval of a use permit amendment, contingent on City Council approval of the overlay district, for a contractor yard located at 1700 N. Parkside Drive in the CS (Service Commercial) District. Assessor's Parcel No. 096-093-005.

On motion by CommissionerD. Foster seconded by CommissionerWard tocontinue the item to a date uncertain and carried by the following vote:

AYES:	D. Foster, S. Foster, Robinson, Ward
NOES:	None
ABSTAIN:	None
ABSENT:	Coniglio, Fields, Linde

ZONING ADMINISTRATOR REPORTS

1. Notice of Intent to Exercise Delegated Design Review Authority, Conduct a Zoning Administrator Public Hearing, and Submittal of Adopted Zoning Administrator Resolutions.

The Zoning Administrator submit one notice of intent to conduct a Zoning Administrator public hearing on a proposed setback variance for a new single family home at 2186 Crestview Drive, and one resolution previously approved under the delegated authority (Planning Commission Resolution No. 9918).

Planning Manager/Secretary Kristin Pollot noted that there were two additional items provided to the Commission that were not listed on the published agenda:

A notice of intent to exercise design review authority delegated to staff pursuant to Planning Commission Resolution No. 9918 on an application by Captain Steve Albanese, on behalf of the City of Pittsburg Police Department, requesting administrative design review approval to legalize a 160 square foot storage container and a 260 square foot carport, located within an enclosed area at 65 Civic Avenue, in the PD-1319 District. As well as previously approved Planning Commission Resolution No. 10043, Hamilton Memorial Church Roof.

Commissioners acknowledged receipt of all notices and previously approved resolutions.

STAFF COMMUNICATIONS

There were no staff communications.

COMMITTEE REPORTS

There were no committee reports.

ADJOURNMENT

Vice Chair Robinson requested a moment of silence in honor of the 17th anniversary of the September 11, 2001 terrorist attacks.The meeting was adjourned at 7:48p.m. to September 24, 2018.

Respectfully Submitted,

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Kristin Pollot, AICP, Secretary

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT

ITEM: **110, 118, & 158 Alturas Avenue, AP-18-1328 (DR, TRP).**

ORIGINATED BY: Discovery Builders, Inc., 4061 Port Chicago Highway, Suite H, Concord, CA 94520

SUBJECT: This is a public hearing on a request for design review approval of plans for the development of three, 9,800 square foot lots, with three single family homes on each lot and related site improvements located at 110, 118, and 158 Alturas Avenue, and a Tree Removal Permit to remove a protected Chinese Ash tree on Lot 158, in the RM (Medium Density Residential) District, Assessor's Parcel Nos. 087-101-002, 087-101-003, and 087-101-008.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No.10107, approving Design Review and Tree Removal Permit No.18-1328, subject to conditions.

BACKGROUND:

The properties each formerly housed four-unit multi-family apartments which were likely constructed in the early- to mid-1950s. Between 2008 and 2009, the former Redevelopment Agency acquired the parcels and demolished the buildings. The parcels have since remained vacant. With the dissolution of the Redevelopment agency the parcels were sold and transferred to private ownership.

Discovery Builders initially submitted concept plans for three multiplex apartments with six units per lot. This concept would have required a rezoning to RH (High Density Residential) and a variance to reduce the parking requirements. The concept was reviewed by the Land Use Subcommittee on March 28, 2018. A similar proposal had been reviewed by the Subcommittee in August 2017 (6, 14, 45, 70, and 78 Alturas) which the Subcommittee did not support, due to the limited amount off-street parking along Alturas Avenue. The Subcommittee felt that increasing the allowable density and reducing the parking requirement would further exacerbate this problem. The Subcommittee also felt that the amount of private open space could be increased if the properties were developed within the existing density limit. The Subcommittee suggested bringing back a project that meets the RM district requirements.

Following the subcommittee meeting, the applicant revised the plans and submitted a formal application for review of three single family homes with two car garages on each of the three lots, which meets the RM zoning requirements.

PROJECT DESCRIPTION:

Existing Conditions: The project sites are vacant, flat lots, located along Alturas Avenue (formerly West Boulevard) between Railroad Avenue and Riverview Drive. The lot sizes are: 9,800 sq. ft. (Lot 110); 11,514 sq. ft. (Lot 118); and 9,800 sq. ft. (Lot 158). Lot 158 includes two mature Chinese Elm trees, one of which qualifies as a protected tree (according to PMC section 18.84.836(D)). All three parcels maintain direct access off of Alturas Avenue, with secondary access from a public alleyway which runs along the rear (to the north) of the subject properties. There is existing sidewalk along the Alturas Avenue frontage. There is an existing ten foot Delta Diablo sewer main line easement on the west side of Lot 118.

The project site is bordered to the north by the canal, to the east and west by four unit multifamily apartment buildings and to the south by a mixture of single family homes and multifamily units.

See Attachments 2 and 3 for a location map and photos of the sites.

Proposed Project: The project consists of three, two story single family homes, with four bedrooms, three bathrooms, two car garages, and related site improvements, on each of the three lots. The lots would be divided with one single family home fronting Alturas Avenue (Lot C), and two single family homes (Lot A & Lot B) splitting the rear of each lot. The homes on Lot C would have access from Alturas Avenue. Lots A and B would have pedestrian access from Alturas Avenue and garage access from the alleyway. The lots would range in size from 3050 sq. ft. to 3,532 sq. ft.

Two models are proposed for the nine lots, with three exterior designs for each model. Each home would have stucco siding with minor architectural variations and color schemes. The homes fronting Alturas Avenue would be Plan 1 (2,356 sq. ft.). Plan 1 features a traditional architectural design, characterized by stucco siding, composition shingle hip roofs, mock shutters, and stucco window trim, entry features with a gable roof and simulated stone veneer on the columns, and a second story pop out to provide articulation and visual interest. Variations include the placement of the entry feature and the second floor pop out, either over the garage or entry.

The homes at the rear would be Plan 2 (2,125 sq. ft.), with reverse layouts. These homes would face toward Alturas with garages facing the alleyway. Plan 2 homes would feature a gable roof with composition shingles, mock shutters on the second floor and stucco window trim on the other windows. The front elevation would be broken up by a hip roof at the entry, extending halfway across the front elevation. The side and rear elevations of all units would have stucco trim elements and the rear elevations of Plan 2 would have mock shutters on the second floor window.

Site improvements include landscaping, fencing, and lighting. The homes on the front lots would have a traditional rear yard. The homes on the rear lots would have a private yard area in the front yard due to the alley access in the rear. Six foot tall wood fencing would enclose all private yard areas. The landscape plans include Raywood Ash and one Western Redbud trees, shrubs, perennials and grasses in each of the front yards

along Alturas Avenue. Crepe Myrtle trees, shrubs, perennials, and grasses are shown in the rear yards along the alleyway. Walkways to Lots A & B would be scored concrete walkways with a broom finish; and scored concrete patios are shown in the private yards. Plant sizes would be 15-gallon trees, 5-gallon shrubs, and 1-gallon perennials and grasses. The proposed planting plan and Irrigation systems are proposed in accordance with the City's Water Efficient Landscape Standards.

See Attachments 4 through 6 for Project Plans.

As mentioned above, the project also includes a request to remove a protected tree on lot 158. There are two Chinese Elm trees on the east side of this lot; however, only one (the larger tree, measuring 16 inches in diameter) would qualify as a protected tree (see PMC section 18.84.835) and require a removal permit.

The applicant has stated that they are unable to adjust the site plans in order to accommodate the protected tree because of the project density and the location of the tree on the site. The applicant has also stated that "redesigning the homes would greatly compromise the floorplan's livability and the size of the garages would not be able to meet standards." It is also infeasible to try to relocate the tree because the survival rate for relocation is less than 20%.

For these reasons, the applicant has proposed to replace the protected tree at a 4-to-one ratio, in accordance with the requirements of the PMC. The new trees would be a minimum 24-inch box each, and would be spread across the three lots and preserved indefinitely as new protected trees.

GENERAL PLAN/CODE COMPLIANCE:

The project is in the 'Woodlands Subarea' of the General Plan and has a land use designation of 'Medium Density Residential'. This designation allows for residential development at densities ranging from 7 to 14 dwelling units per acre. The proposed project densities range from 12 to 13.6 dwelling units per acre and are therefore consistent with the density envisioned for the area.

As shown in Attachment 7, the project is consistent with the applicable General Plan goals and policies.

Zoning: The project site is located within the RM (Medium Density Residential) District. Small lot single family residential is permitted within the RM District, subject to design review approval by the Planning Commission. As shown in Attachment 8, the project meets the development regulations for properties located within the RM District.

Design Guidelines: The project is subject to the City's Development Review Design Guidelines (DRDGs), adopted by the Planning Commission through Resolution No. 9864. As shown in Attachment 9, the project is substantially consistent with the applicable DRDG sections, specifically those that call for complete front yard

landscaping, architectural grade composition shingles, 4:12 roof pitches, articulated garage doors, garage frontage less than 60 percent, board on board fencing, and architectural treatment carried around all sides of the buildings.

The project would also be in conformance with DRDG section IV, “Green Building Design Guidelines,” if conditions are added to require the developer to construct the homes with features to make them solar ready.

Tree Removal Permit: PMC section 18.84.850, “Tree Removal Permit Procedure and Requirements,” allows for the removal of protected native and non-native trees through the issuance of a tree removal permit approved by the Zoning Administrator or Planning Commission, as applicable. PMC section 18.84.855(A)(3) states that where it has been determined that preservation of protected trees associated with a construction or development project is infeasible, replacement plantings shall be required as part of the tree removal permit. Subject to the discretion of the decision making body, replacement options include planting new trees at a 4-to-one ratio with 24” box trees, a 12-to-one ratio with 15-gallon trees, payment of in-lieu fees, or some combination of replacement trees and in-lieu fees (PMC 18.84.855[A]).

Required Findings (Design Review): Design review approval for projects can be granted by the Planning Commission only after the Commission makes a determination that the projects are consistent with PMC section 18.36.220 (B), summarized below:

A. the structures conform with good taste, good design and in general contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

B. the structures will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

C. the exterior design and appearance of the structures are not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

D. the structures are in harmony with proposed development on land in the general area; and

E. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

Required Findings (Tree Removal Permit): Pursuant to PMC section 18.84.850(E), in order to approve the removal of a protected tree, the Planning Commission must find that:

A. the condition of the tree or trees with respect to disease, danger of falling and the potential for endangering other nearby trees warrants removal and such condition

represents a risk to public health and safety and cannot be reasonably remedied through less drastic measure; or

B. the burden to the applicant in preserving the tree or trees greatly outweighs the tree's or trees' benefit to the public or environment; or

C. if part of a development plan, subdivision or other discretionary project, preservation of the tree or trees would severely reduce the scale or feasibility of the development.

Environmental: The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Project," of the state CEQA Guidelines, section 15332.

Public Notice: On or prior to September 14, 2018, notice of the September 25, 2018, public hearing to consider the proposed project was posted at City Hall, near the 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 site, and to individuals who had previously filed written request for such notice.

ANALYSIS:

Staff believes that the Planning Commission can make the required findings to approve the design review request. The project would eliminate three long-standing vacant parcels which contribute to blighted conditions in the neighborhood. The overall project would be a benefit to the surrounding neighborhood, in that new construction of for sale single family homes would bring in homeowners that would have an interest in maintaining their properties and landscaping. The two car garages would be a substantial improvement to the existing parking facilities in the alleyway and along Alturas Avenue. The proposed eighteen covered parking spaces on-site would also help to alleviate the overcrowded parking on Alturas Avenue.

The project would enhance the visual quality of the area and the image of the City as a place of high quality design and attractive neighborhoods with variation and high quality materials shown on the proposed elevations. The homes would not be of inferior quality as to cause the nature of the surrounding neighborhood to materially depreciate in appearance and value. The development would improve the vacant properties and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety. Residential front yards would feature drought-tolerant plants and blooming street trees that would provide seasonal color in the neighborhood.

The project would substantially conform to the applicable DRDGs for single-family development if conditions are added requiring the developer to provide, as part of the

options package for homebuyers, an option offering pre-wiring for solar panels; consistent with DRDG section VI. A. 1.

Staff believes that the Planning Commission can also make the findings to approve the tree removal permit because the tree removal is necessary for development of the property consistent with the RM zoning. The lots are small and the building footprints just meet the minimum required setbacks. Redesigning the project to preserve the trees would most likely impact the economic enjoyment of the property in that it would either reduce the number of lots or result in the creation of a less than desirable lot configuration.

ACTION REQUIRED:

Move to adopt Resolution No. 10107, approving Design Review and Tree Removal Permit, No. 18-1328, subject to conditions.

ATTACHMENTS:

1. Proposed Resolution No. 10107
2. Vicinity Map
3. Photos of the Site
4. Project Plans for 110 Alturas Avenue, dated 7/2/18
5. Project Plans for 118 Alturas Avenue, dated 7/2/18
6. Project Plans for 158 Alturas Avenue, dated 7/2/18
7. Applicable General Plan Goals and Policies
8. Property Development Regulations
9. Development Review Design Guidelines
10. Tree Removal Factors to be Considered
11. Public Hearing Notice

Prepared by: Cathy Munneke, Contract Planner

Attachment 1

PROPOSED
BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Granting Design Review Approval for Plans to Construct Nine Single Family Homes on Three Lots at 110, 118, and 158 Alturas Avenue, and a Tree Removal Permit to Remove One Protected Tree on Lot 158, AP-18-1328 (DR, TRP)	)	Resolution No. 10107

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On July 12, 2018, Discovery Builders, Inc. filed Planning Application No. 18-1328, requesting design review approval of plans to construct nine single family homes withrelated site improvements on three separate vacant parcels located at 110, 118, and 158 Alturas Avenue in the RM (Medium Density Residential) District. Assessor's Parcel Nos. 087-101-002; 087-101-003; 087-101-008.

B. Upon review of the project, it was determined that there is a protected tree on Lot 158. On September 13, 2018, the applicantfiled for a tree removal permit consistent with Section 18.84.850 of the Pittsburg Municipal Code (PMC) to remove one 16-inch diameter Chinese Elm tree.

C. The project is governed by the policies, development standards, and guidelines contained in the Pittsburg General Plan, PMC Title 18 (Zoning), and the City of Pittsburg Development Review Design Guidelines (DRDG; Planning Commission Resolution No. 9864).

D. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.

E. The subject properties each formerly housed four-unit multi-family apartment projects, likely constructed in the early- to mid-1950s. Between 2008 and 2009, the former Redevelopment Agency acquired the parcels in question, and the multi-family units were demolished. The parcels have since remained vacant and were sold and transferred to private ownership.

F. On or prior to September 14, 2018, notice of the September 25, 2018, public hearing was posted at City Hallnear the 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 site, and to individuals who had previously filed written request for such notice.

G. On September 25, 2018, the Planning Commission held a public hearing on Design Review and Tree Removal PermitNo.18-1328, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report , “110, 118, & 158 Alturas Avenue, AP-18-1328 (DR, TRP),"and based on all the information contained in the Planning Division files on the project, adopted and 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 incorporated herein by reference.

2. The structures conform with good taste, good design and in general contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that they feature a traditional architectural design, characterized by varying combinations of exterior materials such as stucco, horizontal lap siding, and/or stone accents,shingled roofs, private garages, and numerouswindows, as well asrelief to provide building articulation and visual interest. The project will result in the development of long-standing vacant parcels, which contribute to blight within the neighborhood.

3. The structures will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the proposed structures will be required to comply with all applicable building and fire codes.

4. The exterior design and appearance of the structuresarenot of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value, in that they feature a traditional architectural design, characterized by varying combinations of exterior materials such as stucco, horizontal lap siding, and/or stone accents, shingled roofs, private garages,and numerouswindows, as well asreliefto provide building articulation and visual interest.

5. The structuresarein harmony with proposed development on land in the general area, in that they will complement other recently approved

residential developments andcontinue the residential land use pattern prevalent within the Woodlands Subarea of the General Plan.

6. The projectwill conformto the criteria set forth in the City's adopted Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864), if, as part of the options package for homebuyers, an option offering pre-wiring for solar panels is provided.

7. The tree removal permit is necessary because the burden to the applicant to remove the single protected tree greatly outweighs the tree's benefit to the public or the environment.

8. The tree removal is necessary because preservation of the tree willseverely reduce the scale or feasibility of the project.

Section 3. Decision

A. Based on the findings set forth above, this Planning Commission hereby approves Design Review and Tree Removal PermitNo.18-1328, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the project plans dated July 2, 2018,except as hereinafter may be modified.

2. Fencing. The applicant shall install fencing consistent with the fence design shown on the project plans. The fencing shall comply with the standards set forth in PMC section 18.84.205 and shall be reviewed and approved by the Planning and Building Divisions prior to issuance of an engineering or building permit.

3. Parking Spaces. The developer shall ensure that all garage spaces, comply with PMC section 18.78.050.

4. Solar Pre-Wiring. The developer shall provide, as part of the options package for homebuyers, an option offering pre-wiring for solar panels.

5. Security Systems. The developer shall install basic home security wiring in each new housing unit and offer one year of paid professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.

6. Mitigation Trees. Prior to removal of the protected tree, the developer shall submit a site plan showing where the four required 24-inch box replacement trees are to be located, subject to review and approval by the Planning Division. All replacement trees shall be installed within one year of the date of approval of the replacement plan and shall be preserved indefinitely as new

protected trees.

Engineering Fees

7. All Engineering fees are due payable prior to first review of plans and at the time of Site Development Permit issuance.

8. Improvement and Grading Plan Review fees. These fees are based on the Master Fee Schedule per Single Parcel Development for site improvements and grading. The Improvement Plan Check fee is $2,047 per single parcel. The Grading Plan Check Fee is $195 per parcel or may be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans. These initial payments will be credited towards the final fees as determined by the Engineering Division at the time the Single Parcel Development Permit is issued.

9. Improvement and Grading Inspection Fees. The applicant shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division when the Single Parcel Development Permit is issued. The current Improvement Inspection Fee is $3,635 per single parcel for improvements. The Grading Inspection Fee is $213 per parcel. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.

10. Facility Reserve Charge. The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Department, for water and sewer service in the amounts in effect when the applicant obtains a Building Permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Department prior to the issuance of a Building Permit.

11. Traffic Mitigation Fee. The applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a Building Permit. The applicant understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg

Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a Building Permit.

12. The applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "PRTDIM") amount in effect when the applicant obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.

13. GIS update. The applicant shall pay $100 per dwelling unit for residential uses to the Engineering Division at the time the Single Parcel Development Permit is issued.

14. Supplemental Studies. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

<u>Submittals to be made to the Engineering Division for review</u>

15. Improvement Plans. The applicant shall submit to the City's Engineering Division, for review and comment, five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:

    a. A Site Plan

    b. A Grading and Drainage Plan

    c. A Utilities Plan

    d. An Erosion and Sedimentation Control Plan

    e. Offsite Improvements due to Project Impacts

16. The applicant shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be

submitted to the Engineering Department for review prior to the approval of any civil plans and issuance of the Site Development Permits.

General Engineering Conditions

17. All grading work shall be done in accordance with the provisions of Chapter 15.88 of the Pittsburg Municipal Code.

18. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.

19. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

20. Developer shall provide frontage improvements on Alturas Ave and the alley way for each single parcel development. Said improvements shall be in accordance with the City of Pittsburg Municipal Code.

21. Developer shall record a Parcel Map Waiver to split each single parcel into three single parcel lots prior to issuance of the Single Parcel Development Permit.

General NPDES Conditions

22. The applicant shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to limit pollutant generation, discharge, and runoff. Such source control design measures may include:

    a. Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices

    b. Use pavers for walkways and other appropriate hardscape surfaces as an option to buyers to minimize impervious areas.

    c. Minimizing the amount of directly connected impervious surface area.

    d. Stencil all storm drains with "No Dumping, Drains to Delta" permanent markings

e. Constructing concrete driveway weakened plane joins at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter

23. Applicant shall prepare and submit for review and approval a Stormwater Control Plan for Small Land Development if the single parcel development creates or replaces 2,500 square feet or more of impervious surface.

24. In accordance with Pittsburg Municipal Code Chapter 8.04 Rubbish Removal and Disposal, Developer shall ensure that occupants store their trash, waste, and recycling containers in an approved location; except for collection days, the collection containers shall be kept out of the alleyway and screened with a permanent fence, enclosure, landscaping, or other comparable facility as approved by the City.

General Engineering Conditions regarding Utilities

25. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the applicant.

26. The applicant shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.

27. The applicant shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.

28. In accordance with **PMC12.36.130 Underground utilities for new construction**, the applicant shall ensure that all utility service laterals and equipment (including, but not limited to, electric, communication and cable television lines) installed in and for the purpose of supplying service to any other new construction or use shall be installed underground on the property to be served, and from the property to be served to the point of connection with the utility's distribution facilities, in accordance with utility filed rules as approved by the California Public Utilities Commission."

Additional Engineering Exactions:

29. Annexation Documentation for CFD 2005-1. Community Facilities District 2005-1 is for Public Safety Services, the fee will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1fee is subject to City Council Resolution No. 05-10342. The developer shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2005-1 Community Facilities District (CFD 2005-

1) for Public Safety Services, prior to the issuance of any building or engineering permits.

30. Annexation Documentation for CFD 2007-1. Community Facilities District 2007-1 is for Park Maintenance. The rate of CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. The developer shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District (CFD 2007-1), prior to the issuance of any building or engineering permits.

31. Annexation Documentation for CFD 2014-1. Community Facilities District 2014-1 is for the Railroad Avenue Specific Plan Area. The rate of the CFD fee is subject to City Council Resolution No. 14-12094. The developer shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2014-1 Railroad Avenue Specific Plan Community Facilities District (CFD 2014-1), prior to the issuance of any building or engineering permits.

32. Annexation Documentation for CFD 2017-1. Community Facilities District 2017-1 is for Fire Facilities and Fire Safety and Emergency Services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. The developer shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 21017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits.

Standard Conditions:

33. Other Agency Requirements. The developer shall comply with all the requirements of the Community Development Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District, and all other applicable local, state and federal agencies.

34. Standard Conditions of Development. 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 conflict between the Standard Conditions of Development and the specific conditions of approval specified in this resolution, the specific conditions of this Resolution No. 10061 shall govern.

35. Indemnification. Developer 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 developer's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer 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.

36. Expiration of Approval. This design review approval will expire on September 25, 2021, unless a building permit or grading permit has been issued for purposes of construction of this project, or a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of permit issuance, unless work is commenced and diligently pursued prior to the expiration of the permit.

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 day of September 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.10107 was adopted by the Planning Commission of the City of Pittsburg onSeptember 25, 2018.

_____

KRISTIN POLLOT, AICP
PITTSBURG PLANNING COMMISSION

Attachment 2 - Location Map

3/22/2018, 9:50:01 AM

Search Results: Parcel

Project Sites

Zoning

Parcel

City Limits

CCC Housing Authority

Caltrans ROW

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

Engineering Division - Geographic Information Section
City of Pittsburg

Attachment 3
Photos

Lot 158 Looking east

Lot 158 looking south

Attachment 3
Photos

Lot 158 looking east from alley

Lot 158 looking north

Attachment 3
Photos

Lots 110 & 118 Looking south

Lots 110 & 118 Looking southeast

Attachment 3
Photos

Lots 110 & 118 Looking Northeast

Lots 110 & 118 Looking Northwest

Attachment 4

Front Elevation
Lot C

MATERIAL LEGEND

COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK TILE VENT
MOCK SHUTTERS
SIMULATED STONE VENEER
ROLL-UP GARAGE DOORS
w/ WINDOW LITES

110 Alturas Avenue
Plan 1

ALTURAS AVENUE
PITTSBURG, CA

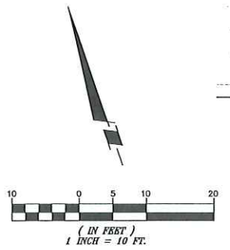
DISCOVERY
DESIGN
GROUP

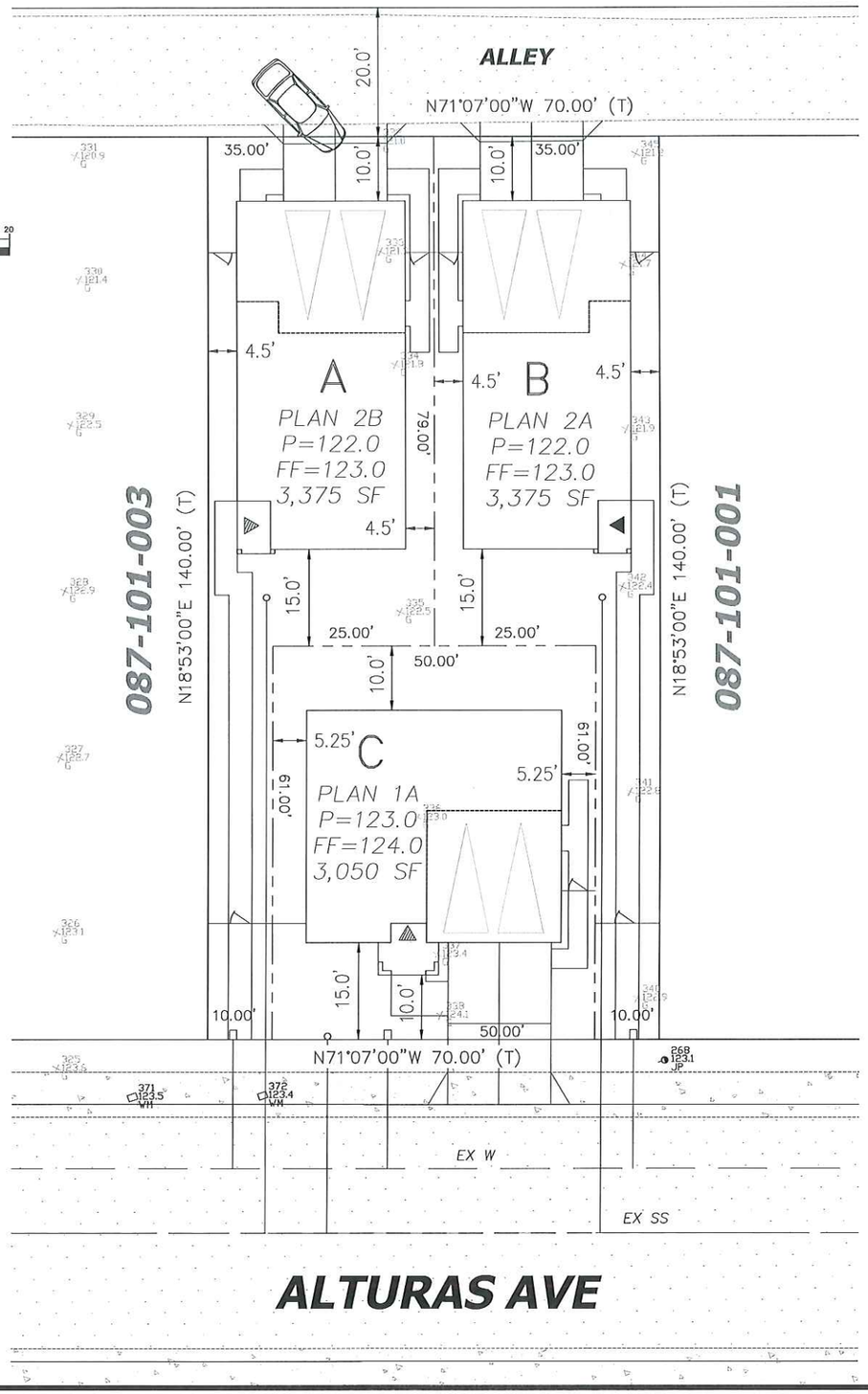
Discovery Builders Inc.
Date 07/02/18

"110 ALTURAS AVE"

PARCEL MAP WAIVER

CITY OF PITTSBURG
AUGUST, 2018





VICINITY MAP
NOT TO SCALE

City of Pittsburg
RM ZONING SETBACKS

MINIMUM LOT AREA:	3,000 SF
MAXIMUM COVERAGE:	60%
MINIMUM LOT WIDTH:	30'
SETBACK	
FRONT YARD:	15'
SIDE YARD:	3' TO 5'
REAR YARD:	10'

GENERAL NOTES:

1. DEVELOPER:
   DISCOVERY BUILDERS, INC.
   4061 PORT CHICAGO HIGHWAY, SUITE H
   CONCORD, CA. 94520
   (925) 682-6419
2. CIVIL ENGINEER:
   ISAKSON & ASSOCIATES, INC.
   2 MIRANGO COURT
   CLAYTON, CA 94517
   (925) 876-0889

3.	APN:	087-101-002
4.	EXISTING LAND USE:	VACANT LOT
5.	EXISTING GENERAL PLAN:	MEDIUM DENSITY RESIDENTIAL
6.	PROPOSED GENERAL PLAN:	MEDIUM DENSITY RESIDENTIAL
7.	PRESENT ZONING:	RM
8.	PROPOSED ZONING:	RM
9.	NUMBER OF LOTS PROPOSED:	3
10.	WATER:	CITY OF PITTSBURG
11.	SEWAGE:	CITY OF PITTSBURG
12.	MINIMUM LOT SIZE:	3,050 SQUARE FEET (LOT C)
13.	MAXIMUM LOT SIZE:	3,375 SQUARE FEET (LOT A)
14.	GROSS DENSITY:	13.33 D.U. / GROSS ACRE
15.	AREA:	0.22 ACRES

LEGEND:

EXISTING	PROPOSED	
SD	SD	STORM DRAIN AND DIRECTION
SS	SS	SANITARY SEWER AND DIRECTION
		SANITARY SEWER & MANHOLE
		WATER & GATE VALVE
		FIRE HYDRANT
		STREET LIGHT
		ASPHALT CONCRETE
		PROJECT BOUNDARY
		LOT LINES
		BOARD FENCE
	A	PARCEL
	P=123.0	PAD ELEVATION
	FF=124.0	FINISH FLOOR ELEVATION
	3,050 SF	LOT AREA
	50.00'	LOT DIMENSION

APPR.
DATE

REGISTERED PROFESSIONAL ENGINEER
DAVID O. ISAKSON
NO. 21764
CIVIL
STATE OF CALIFORNIA

ALTURAS AVENUE – LOT 110

PARCEL MAP WAIVER

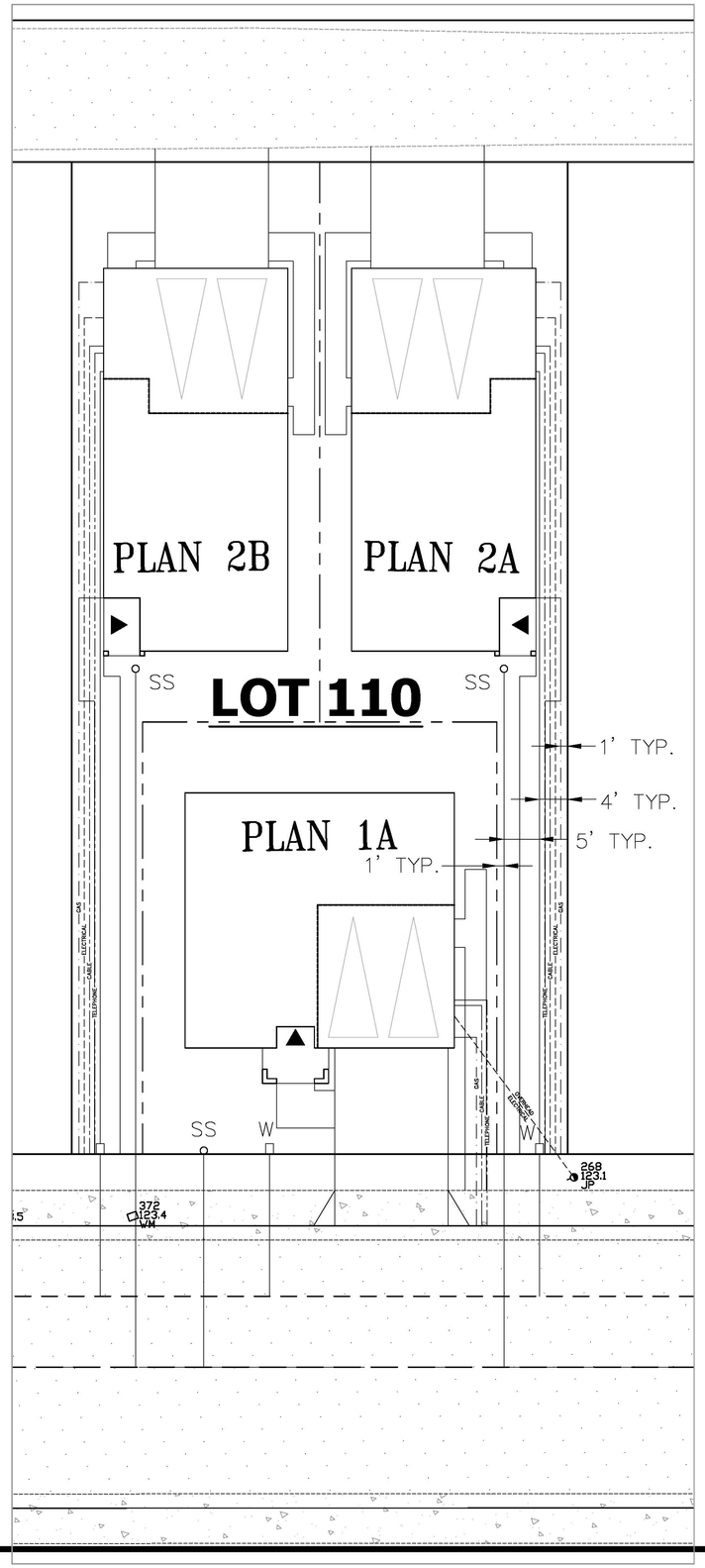
CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering land surveying
2 Mirango Court, Clayton, CA. 94517 Phone: (925) 876-0889

DATE: 08-15-18	DESIGNED BY: RLB	DRAWN BY: RLB	CHECKED BY: DOI	JOB NO. 201803	SHEET 1 OF 1

M:\Land Development\Martel Ranch\DWG\2003 - Alturas Avenue\DWG\PARCEL MAP\201803 PM LOT 110_R1.dwg

1" = 10'

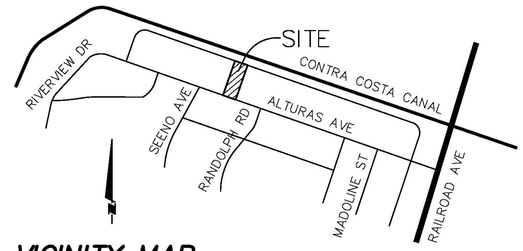


"110 ALTURAS AVE"

UTILITY EXHIBIT

CITY OF PITTSBURG

JUNE, 2018



VICINITY MAP
NOT TO SCALE

ALTURAS AVENUE

UTILITY EXHIBIT

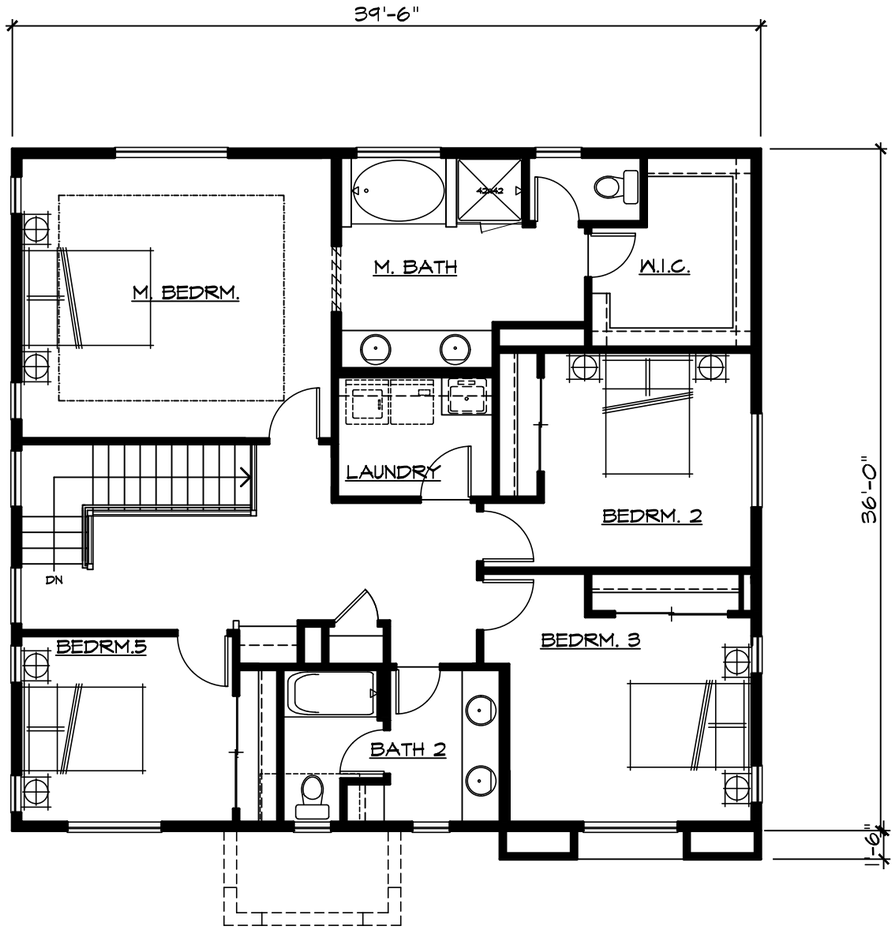
CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

APPR. DATE

Isakson & Assoc. Inc.
civil engineering land surveying
2 Mirango Court, Clayton, CA. 94517 Phone: (925) 876-0889

DATE: 06-29-18	DESIGNED BY: RLB	DRAWN BY: RLB	CHECKED BY: DOI	JOB NO. 201803	SHEET 1 OF 1



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

Second Floor Plan

0 2 4 6 8 16

110 Alturas Avenue

Lot C

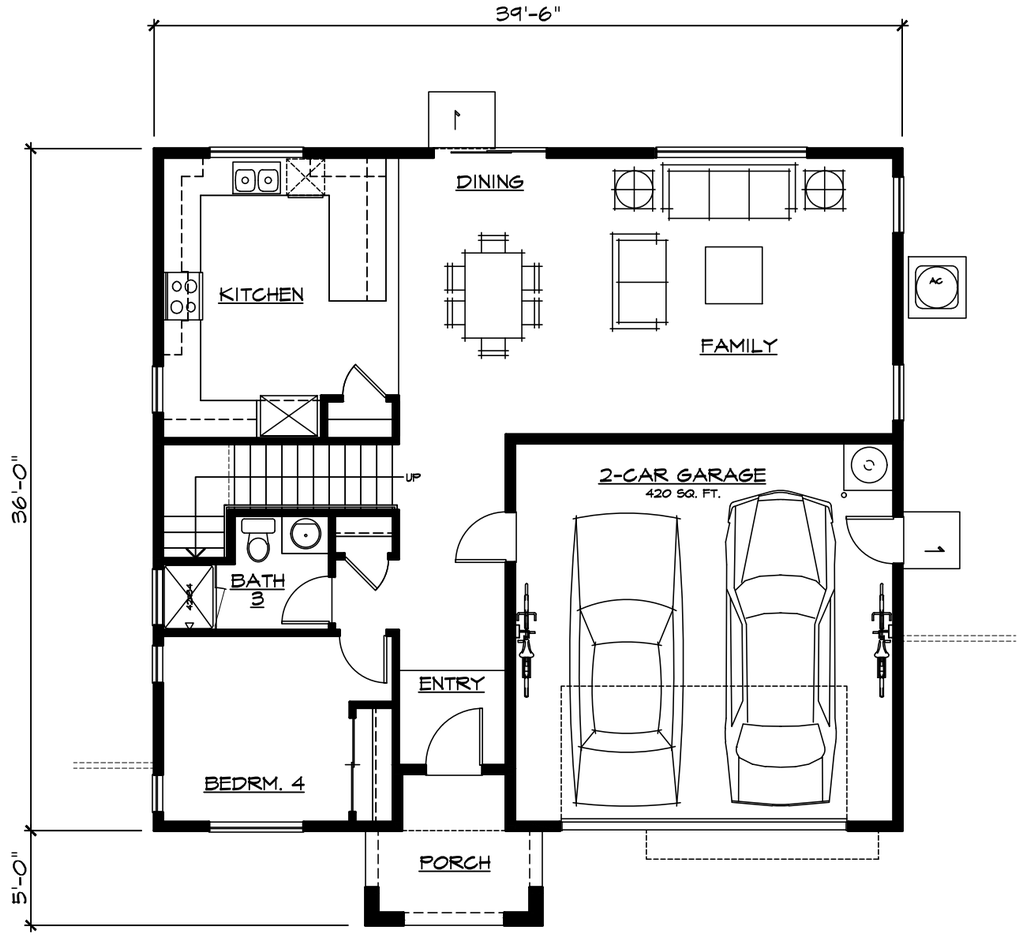
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 07/02/18



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

First Floor Plan

0 2 4 6 8 16

110 Alturas Avenue

Lot C

ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

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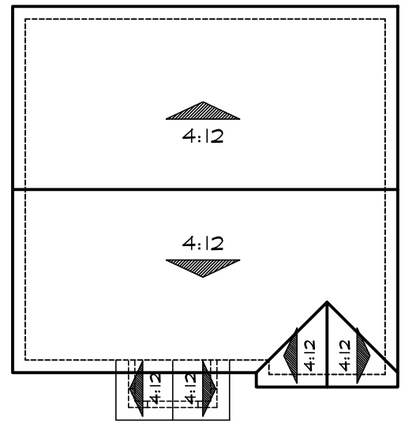
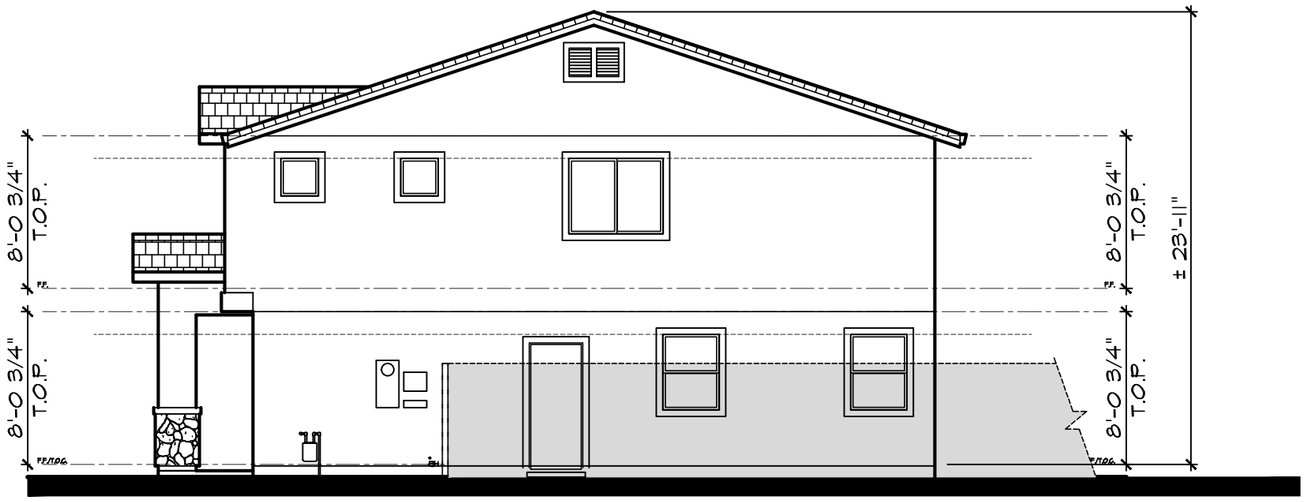
D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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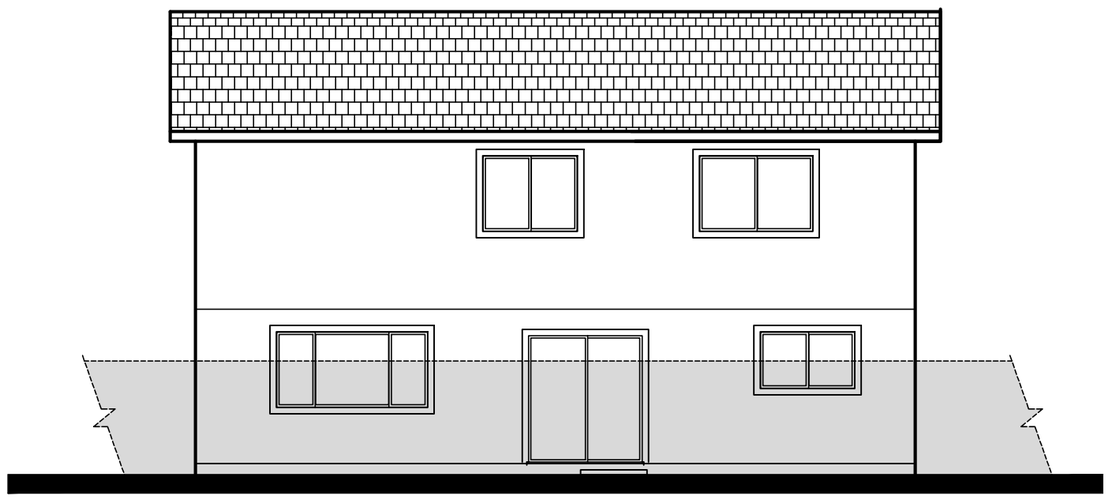

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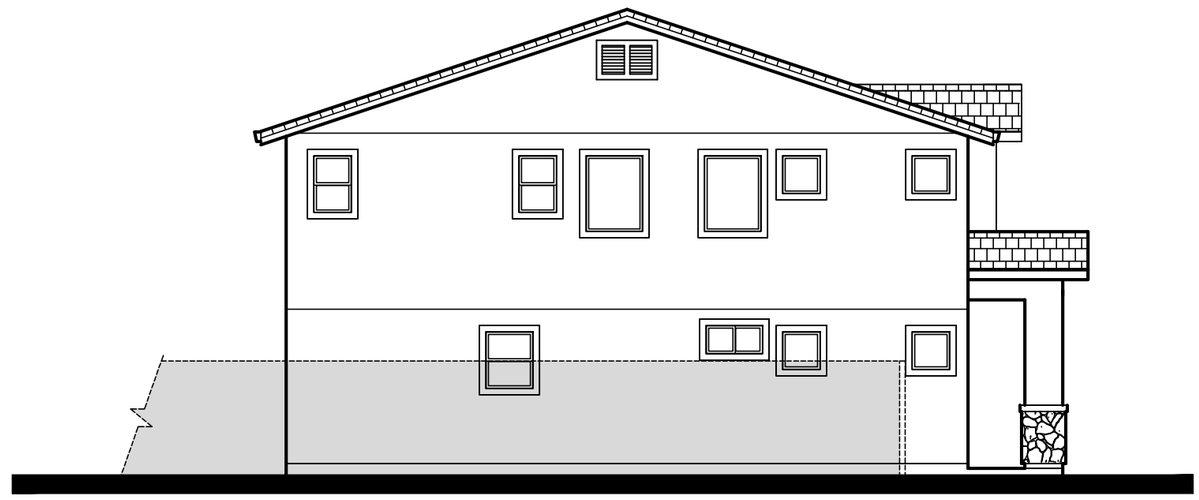


Left

110 Alturas Avenue
Lot C
Plan 1 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18

Lot B

Lot A

MATERIAL LEGEND

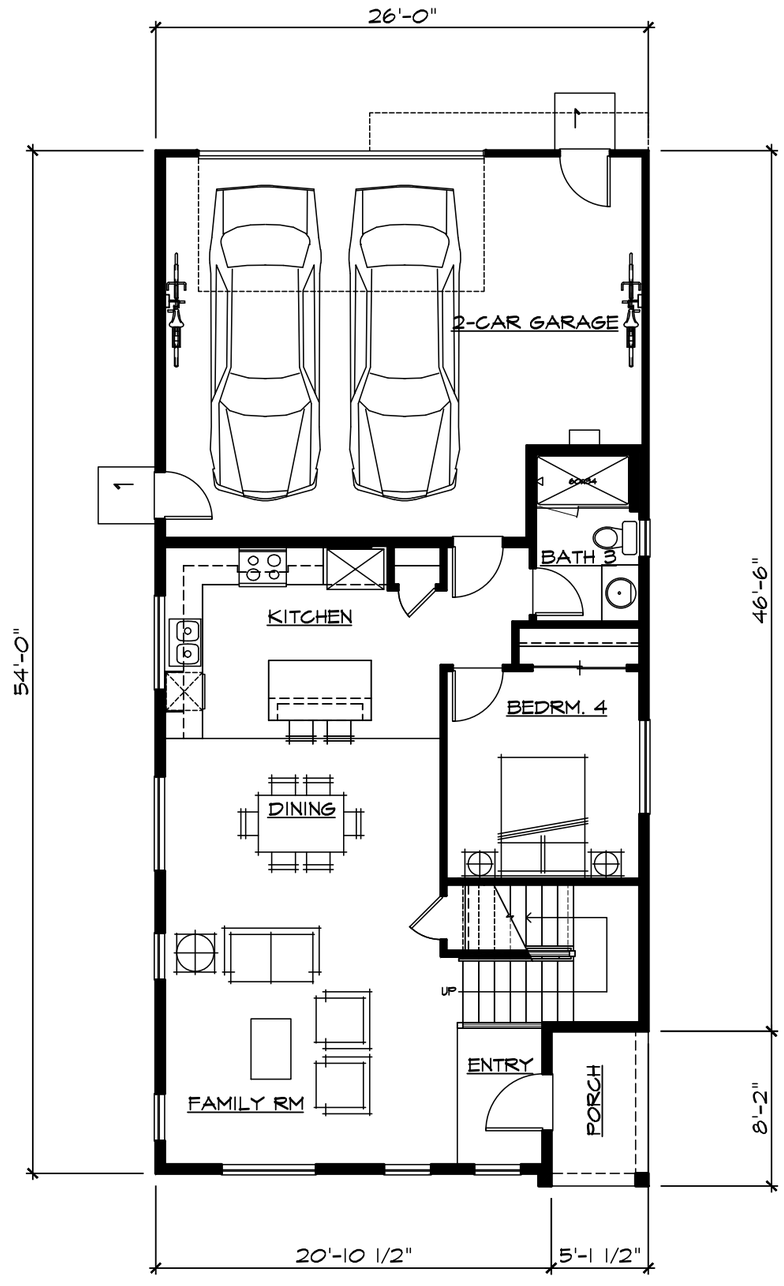
COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK SHUTTERS
MOCK TILE VENT
ROLL-UP GARAGE DOORS
w/ WINDOW LITES

110 Alturas Avenue
Plan 2

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
Date 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

First Floor Plan

0 2 4 6 8 16

110 Alturas Avenue

Lot B (Lot A Reverse)

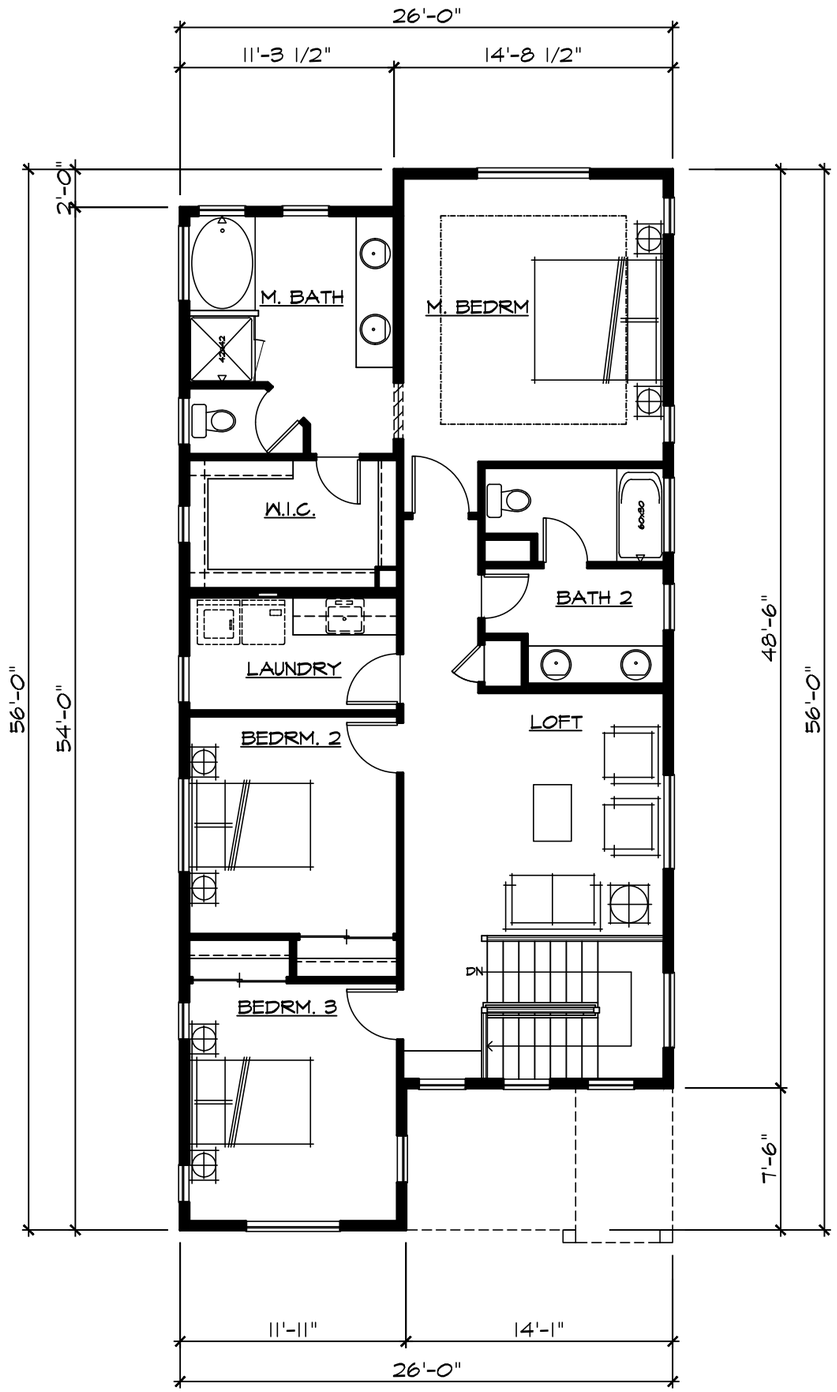
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

Second Floor Plan

0 2 4 6 8 16

110 Alturas Avenue

Lot B (Lot A Reverse)

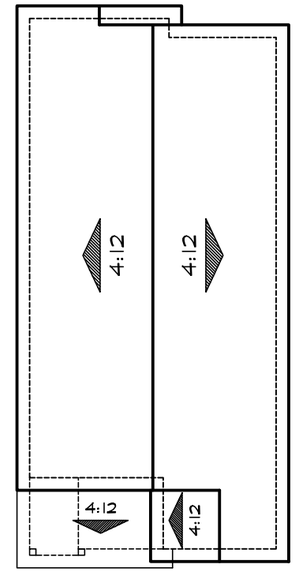
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

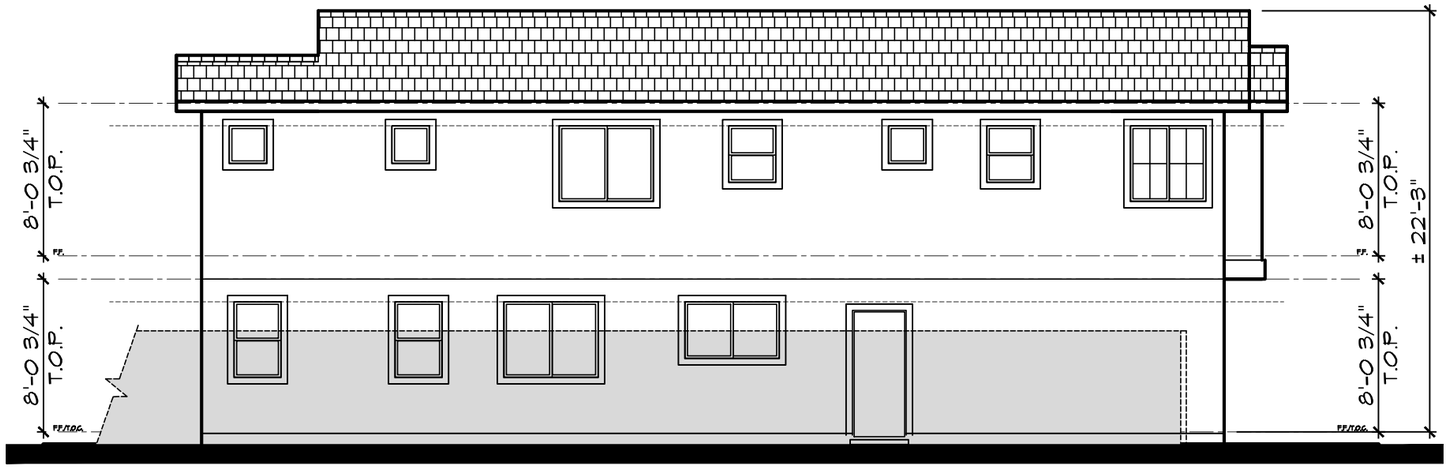
Discovery Builders Inc.

D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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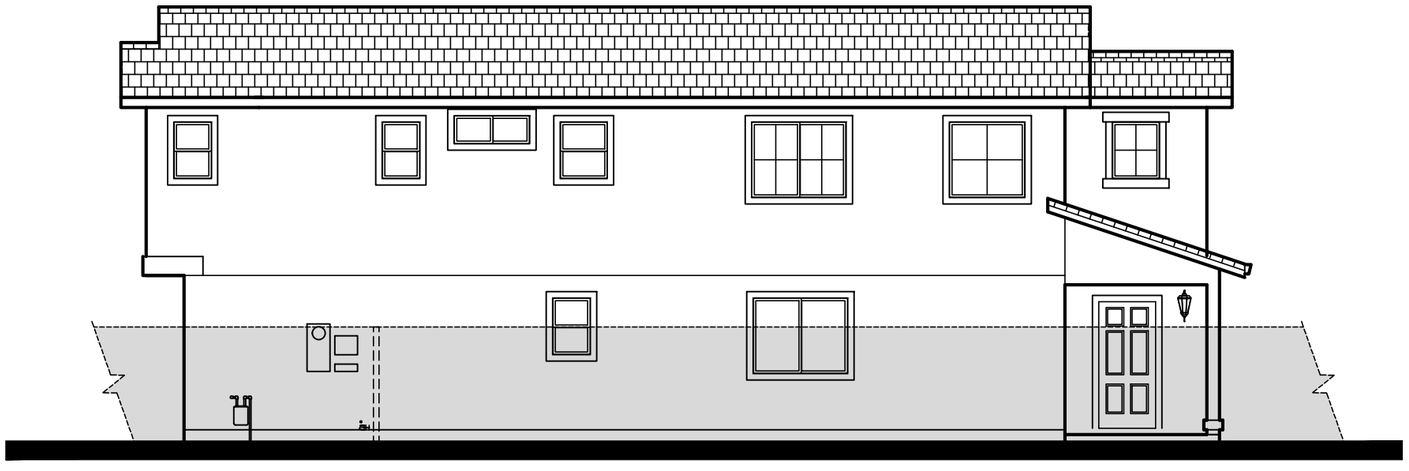
Rear



Left

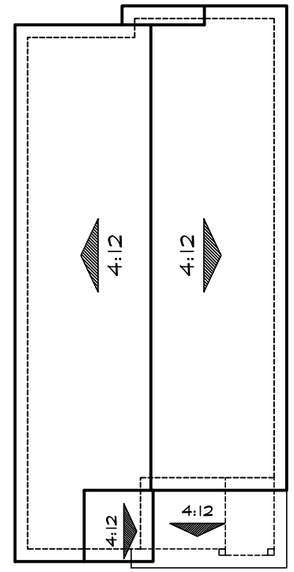
110 Alturas Avenue
Lot A
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

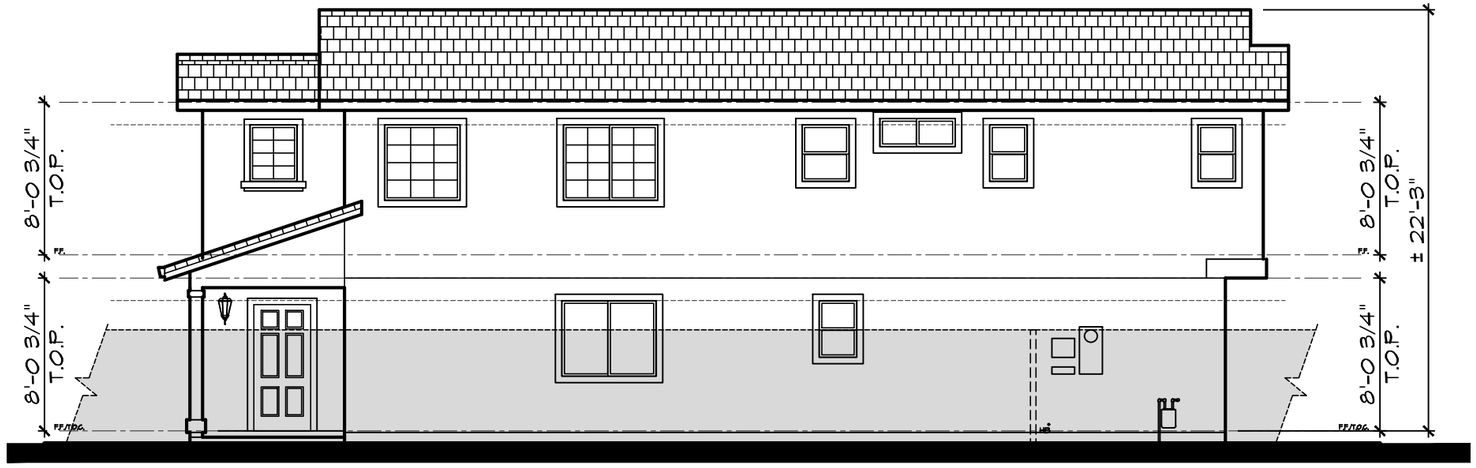
DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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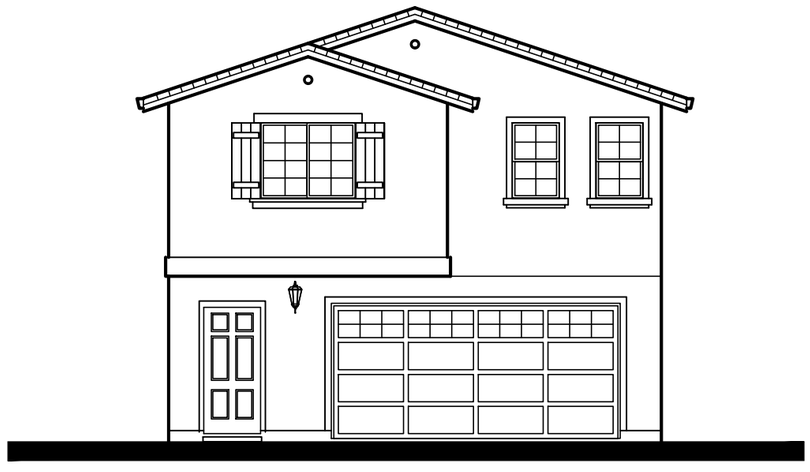


Rear

Left

110 Alturas Avenue
Lot B
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18

ALTURAS AVENUE

PITTSBURG, CA

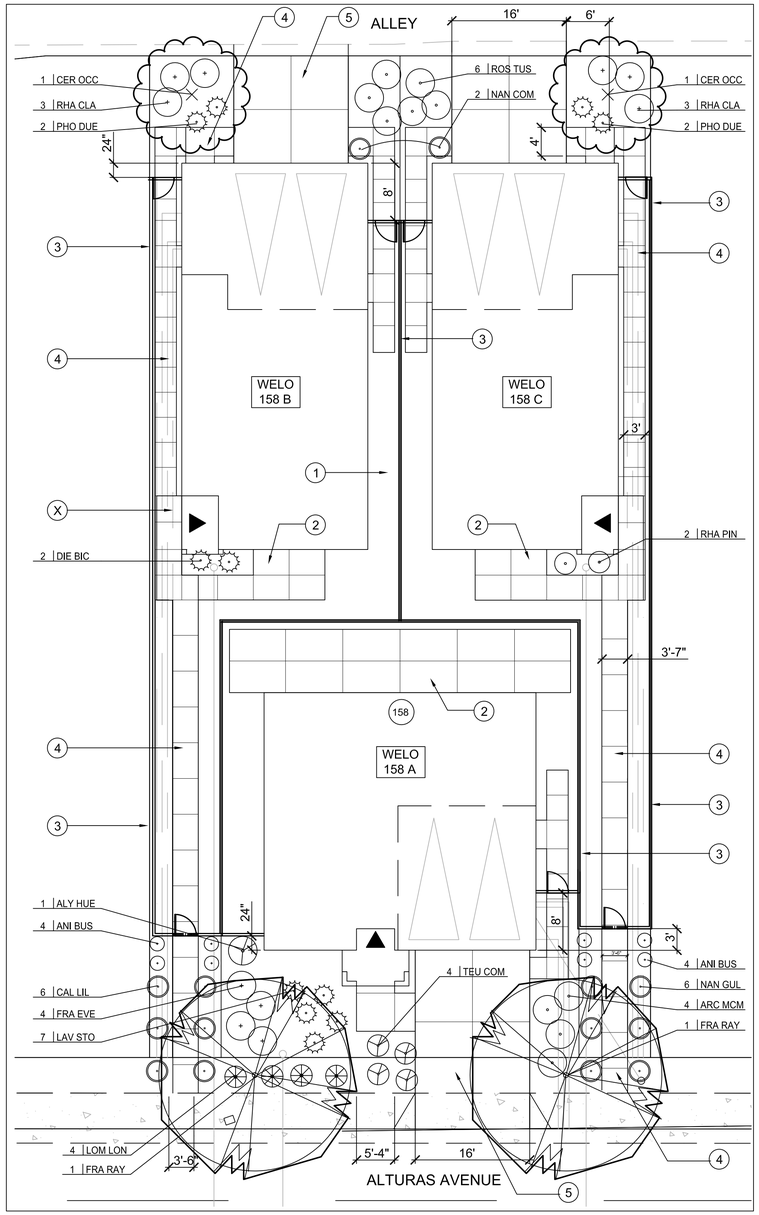
110 ALTURAS AVENUE

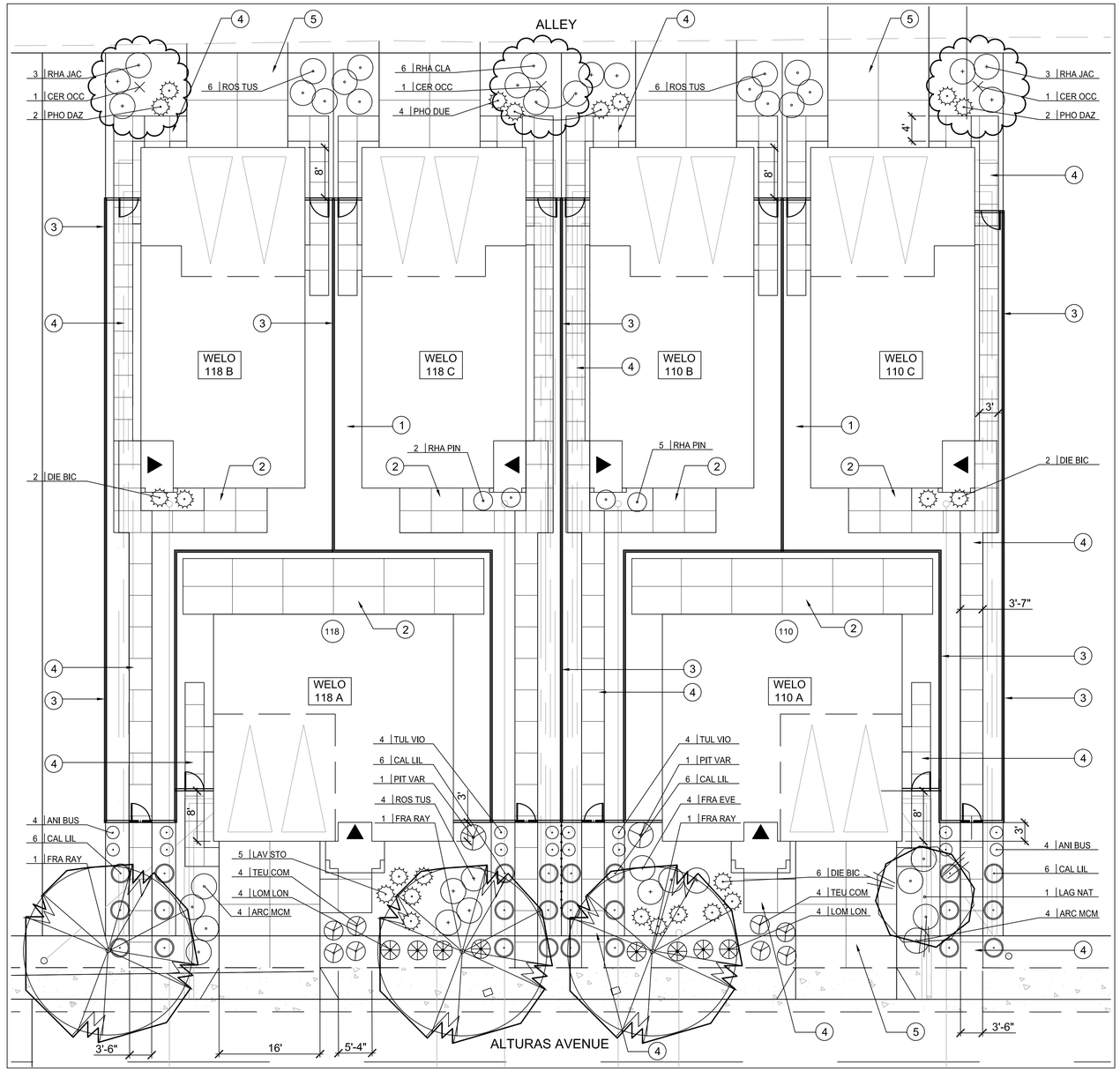
LOT	BODY 1	BODY 2	TRIM/ FASCIA/GARAGE DOOR	ACCENT/ENTRY DOOR	STONE	ROOF
A	KM232 TOSCANA		KM4582 BEAVER PELT	KMA68-5 LEATHER SATCHEL		PRAIRIE WOOD
B	KMW28-1 CLAM		KM5792-3 STACKED STONE	KM4582 BEAVER PELT		WEATHERED WOOD
C	KM4634-2 COMMUNITY	KM4635-3 TANGLEWOOD	KM46 ACOUSTIC WHITE	KMA56-5 PINYON PINE	TUDOR OLD COUNTRY FIELDSTONE	BUCKSKIN TAN

ROOFING: PABCO PREMIER PROFESSIONAL OR EQUIVALENT

STONE: BORAL CULTURED STONE OR EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT





PLANT MATERIALS LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
TREES:				
CER OCC	CERCIS OCCIDENTALIS (STANDARD)	STD. WESTERN REDBUD	15 GA	LOW
FRA RAY	FRAXINUS OXYCARPA 'RAYWOOD'	RAYWOOD ASH	15 GA	MED
LAG NAT	LAGERSTROEMIA 'NATCHEZ' (STD)	STD. CRAPE MYRTLE	15 GA	LOW
SHRUBS:				
ALY HUE	ALYOGYNE HUEGELII	BLUE HIBISCUS	5 GA	LOW
ARC MCM	ARCTOSTAPHYLOS 'HOWARD MCMINN'	MCMINN MANZANITA	5 GA	LOW
CAL LIL	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	5 GA	LOW
FRA EVE	FRANGULA CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GA	LOW
NAN COM	NANDINA 'COMPACTA'	DWARF HEAVENLY BAMBOO	5 GA	LOW
NAN GUL	NANDINA DOMESTICA 'GULF STREAM'	GULF STREAM H. BAMBOO	5 GA	LOW
PIT VAR	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED TOBIRA	5 GA	LOW
RHA CLA	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GA	LOW
RHA JAC	RHAPHIOLEPIS INDICA 'JACK EVANS'	INDIAN HAWTHORN	5 GA	LOW
RHA PIN	RHAPHIOLEPIS INDICA 'PINK DANCER'	INDIAN HAWTHORN	5 GA	LOW
ROS TUS	ROSEMARINUS 'TUSCAN BLUE'	TUSCAN ROSEMARY	5 GA	LOW
TEU COM	TEUCRIUM F. 'COMPACTUM'	COMPACT GERMANDER	5 GA	LOW

(LIST CONTINUED)

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
PERENNIALS & GRASSES:				
ANI BUS	ANIGOTHANTHOS 'BUSH BABY'	KANGAROO PAW	1 GA	LOW
DIE BIC	DIETES BICOLOR	FORNIGHT LILY	1 GA	LOW
LAV STO	LAVANDULA STOECHAS	SPANISH LAVENDER	1 GA	LOW
LOM LON	LOMANDRA LONGIFOLIA 'BREEZE'	CAPE RUSH	1 GA	LOW
PHO DUE	PHORMIUM 'DUET'	DWARF FLAX	1 GA	LOW
PHO DAZ	PHORMIUM 'DAZZLER'	DWARF FLAX	1 GA	LOW
TUL VIO	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GA	LOW

GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM W/ WEATHER-BASE CONTROLLER.
2. ALL PLANTING AREAS RECEIVE A 3" LAYER OF FIRBARK MULCH DRESSING.

SITE AMENITIES:

1. TYPICAL WOOD BARK DRESSING ONLY.
2. TYPICAL CONCRETE PATIO IN REAR YARD.
3. TYPICAL 6 FT. HEIGHT WOOD FENCE, W/ MAN-GATE; SEE DETAIL 3/L2.
4. TYPICAL CONCRETE WALKWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.
5. TYPICAL CONCRETE DRIVEWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

REFER TO SHEET L2 FOR AMENITY DETAILS AND SHEET L3 FOR WELO CALCULATIONS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT RICHARD STONER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

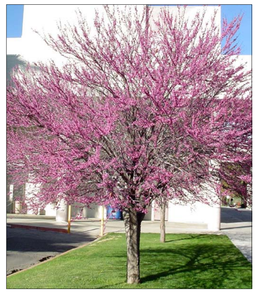
PRELIMINARY
LANDSCAPE PLANS

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	07–10–18
SCALE	NOTED

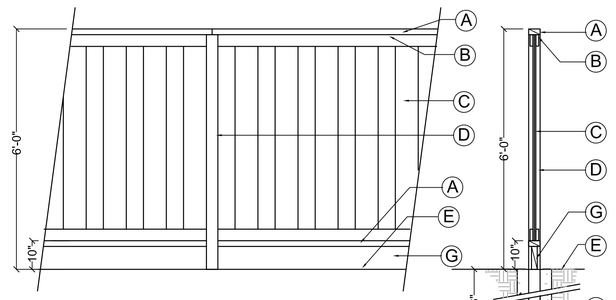
SHEET L1 OF SHEETS

RAYWOOD ASH

NATCHEZ CRAPE MYRTLE



WESTERN REDBUD



DESCRIPTION:
A - 2x4 TOP, BOTTOM AND RAILS (HOLD LEVEL)
B - 1x4 RSDF DOUBLE CLEATS AT RAILS
C - 1x8 RSDF VERTICAL BOARDS, OVERLAP 1"
D - 4x4 PTDF POSTS AT 8 FT. SPACING (MAX).
E - FINISH GRADE
F - 1x2 VERTICAL STAKES SELF-SPACED, W/ 1" NAIL STRIPS
G - 2x8 PTDF KICKER BETWEEN TALL POSTS, EXTEND OVER LOW POSTS
H - 18" DIAMETER x 36" DEEP CONCRETE FOOTING AT POSTS
I - WOOD POSTS EXTEND 3" THRU BOTTOM OF CONCRETE FOOTING INTO 4" DEEP CLEAN SAND BASE

NOTES:
1. ALL POSTS TO BE PRESSURE TREATED DOUGLAS FIR, ALL OTHER WOOD MEMBERS TO BE ROUGH SAWN DOUGLAS FIR.
2. HOLD TOP RAILS LEVEL, STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.
3. ALL METAL FASTENERS SHALL BE GALVANIZED.

1 SOLID WOOD FENCE DETAIL
NO SCALE

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

AMENITY DETAILS AND TREE IMAGES

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE: 07-10-18	
SCALE: NOTED	

SHEET
L2
OF SHEETS

LOT 158 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 158 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	547	202.5925541	5702.6
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	18	11.1111102	312.8
				TOTALS:	565	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,747

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
AVERAGE ETAF	0.38

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
SITEWIDE ETAF	0.38

WATER EFFICIENT LANDSCAPE WORKSHEET 158 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1224	453.3332472	12760.4
				TOTALS:	1224	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,760
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,949

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 158 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1252	463.7036156	13052.3
				TOTALS:	1252	464	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,052
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,383

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
SITEWIDE ETAF	0.37

LOT 118 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 118 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1400	518.51842	14595.3
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	1409	524	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,752
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,813

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1363	504.8147189	14209.5
				TOTALS:	1363	505	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,210
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,101

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
SITEWIDE ETAF	0.37

LOT 110 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 110 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1222	452.5925066	12739.6
				TOTALS:	1222	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,740
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,918

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1250	462.962875	13031.5
				TOTALS:	1250	463	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,031
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,352

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
SITEWIDE ETAF	0.37

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

LANDSCAPE ARCHITECT · THOMAS BAAK STOVER · 3017 · Signature · REGISTERED LANDSCAPE ARCHITECT · STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

STATE WELO CALCULATIONS

DESIGNED: RS | DRAWN: KD
CHECKED: | JOB NO:
DATE: 07-10-18
SCALE: NOTED

SHEET L3 OF SHEETS

Attachment 5

Front Elevation
Lot C

MATERIAL LEGEND

COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK TILE VENT
MOCK SHUTTERS
SIMULATED STONE VENEER
ROLL-UP GARAGE DOORS
w/ WINDOW LITES

118 Alturas Avenue
Plan 1

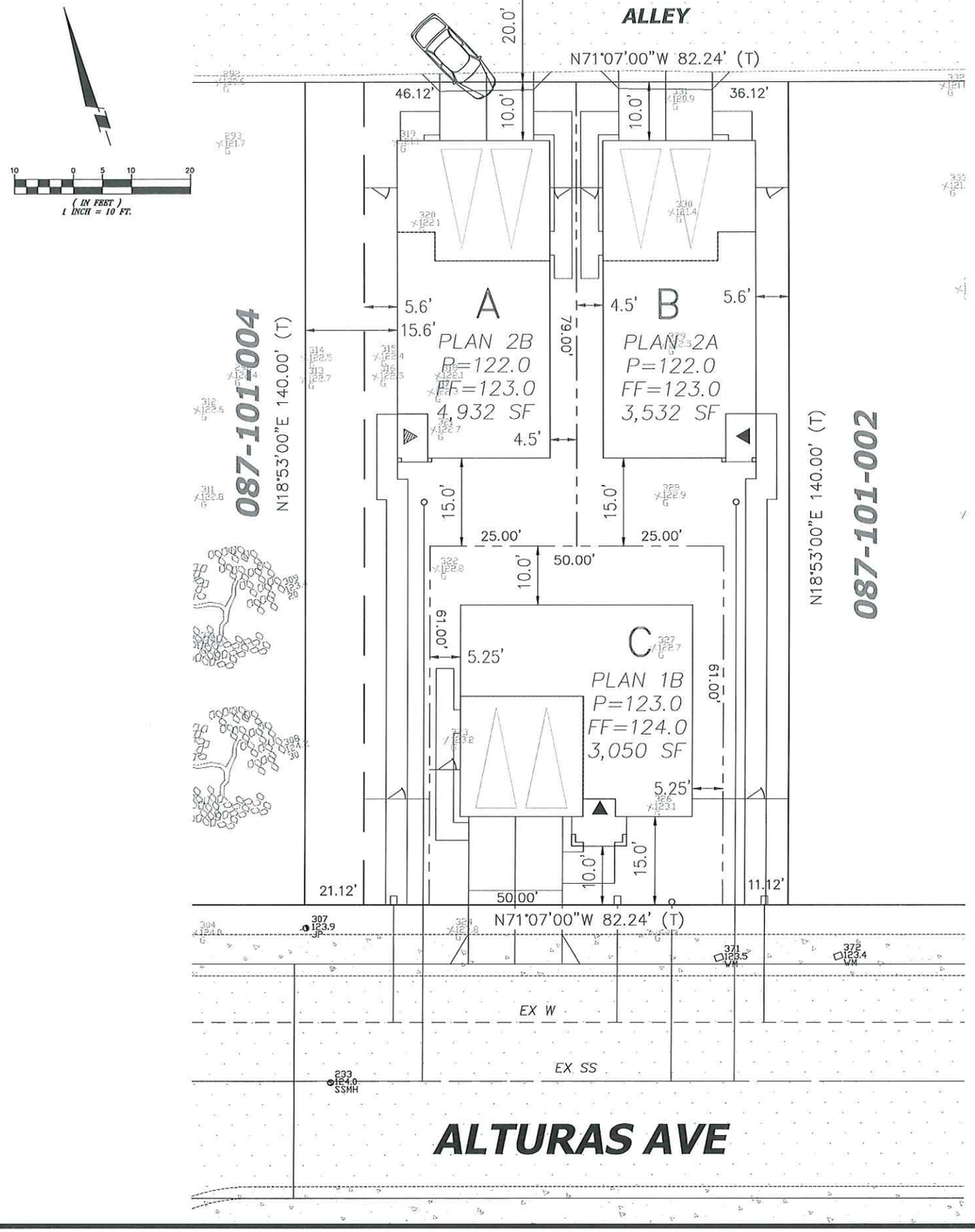
ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
Date 07/02/18

"118 ALTURAS AVE"
PARCEL MAP WAIVER

CITY OF PITTSBURG
AUGUST, 2018



VICINITY MAP
NOT TO SCALE

City of Pittsburg
RM ZONING SETBACKS

MINIMUM LOT AREA:	3,000 SF
MAXIMUM COVERAGE:	60%
MINIMUM LOT WIDTH:	30'
SETBACK	
FRONT YARD:	15'
SIDE YARD:	3' TO 5'
REAR YARD:	10'

GENERAL NOTES:

1. DEVELOPER:
   DISCOVERY BUILDERS, INC.
   4061 PORT CHICAGO HIGHWAY, SUITE H
   CONCORD, CA. 94520
   (925) 682-6419
2. CIVIL ENGINEER:
   ISAKSON & ASSOCIATES, INC.
   2 MIRANGO COURT
   CLAYTON, CA 94517
   (925) 876-0889
3. APN: 087-101-003
4. EXISTING LAND USE: VACANT LOT
5. EXISTING GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL
6. PROPOSED GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL
7. PRESENT ZONING: RM
8. PROPOSED ZONING: RM
9. NUMBER OF LOTS PROPOSED: 3
10. WATER: CITY OF PITTSBURG
11. SEWAGE: CITY OF PITTSBURG
12. MINIMUM LOT SIZE: 3,050 SQUARE FEET (LOT C)
13. MAXIMUM LOT SIZE: 4,932 SQUARE FEET (LOT A)
14. GROSS DENSITY: 11.35 D.U. / GROSS ACRE
15. AREA: 0.26 ACRES

LEGEND:

EXISTING	PROPOSED	
SD	SD	STORM DRAIN AND DIRECTION
SS	SS	SANITARY SEWER AND DIRECTION
		SANITARY SEWER & MANHOLE
		WATER & GATE VALVE
		FIRE HYDRANT
		STREET LIGHT
		ASPHALT CONCRETE
		PROJECT BOUNDARY
		LOT LINES
		BOARD FENCE
	A	PARCEL
	P=123.0	PAD ELEVATION
	FF=124.0	FINISH FLOOR ELEVATION
	3,050 SF	LOT AREA
	50.00'	LOT DIMENSION

APPR.

REGISTERED PROFESSIONAL ENGINEER
DAVID O. ISAKSON
NO. 21764
CIVIL
STATE OF CALIFORNIA

DATE

ALTURAS AVENUE – LOT 118

PARCEL MAP WAIVER

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering land surveying
2 Mirango Court, Clayton, CA. 94517 Phone:(925) 876-0889

DATE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:	JOB NO.	SHEET
08-15-18	RLB	RLB	DOI	201803	1 OF 1

M:\Land Development\Alaska Beach\DWG\201803 - Alturas Avenue\DWG\MAPS\ 04/30/2020 Pl. LOT 118.dwg

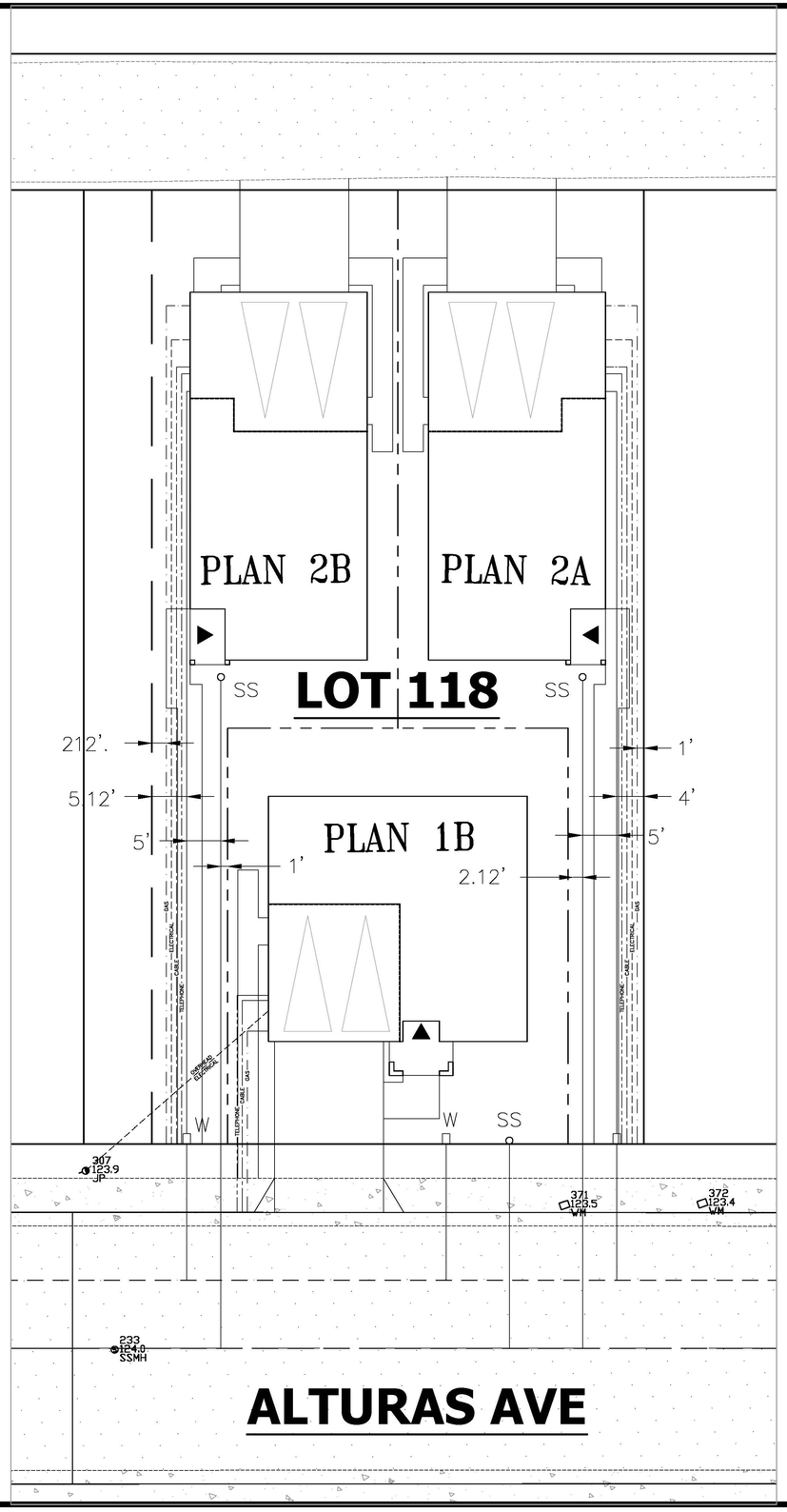
"118 ALTURAS AVE"

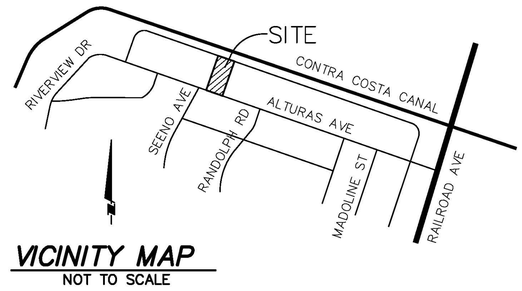
UTILITY EXHIBIT

CITY OF PITTSBURG

JUNE, 2018

1" = 10'





VICINITY MAP
NOT TO SCALE

ALTURAS AVENUE

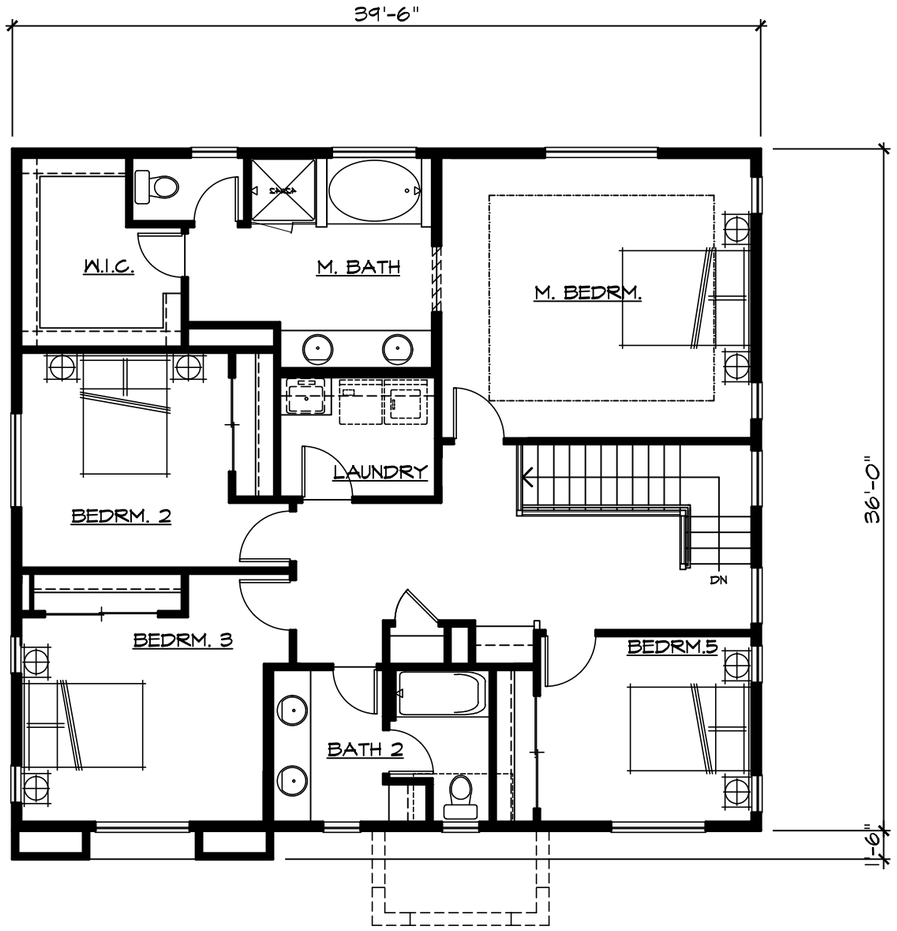
UTILITY EXHIBIT

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

Isakson & Assoc. Inc.
civil engineering land surveying
2 Mirango Court, Clayton, CA. 94517 Phone: (925) 876-0889

APPR.	DATE	DESIGNED BY:	DRAWN BY:	CHECKED BY:	JOB NO.	SHEET
	06-29-18	RLB	RLB	DOI	201803	1 OF 1



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

Second Floor Plan

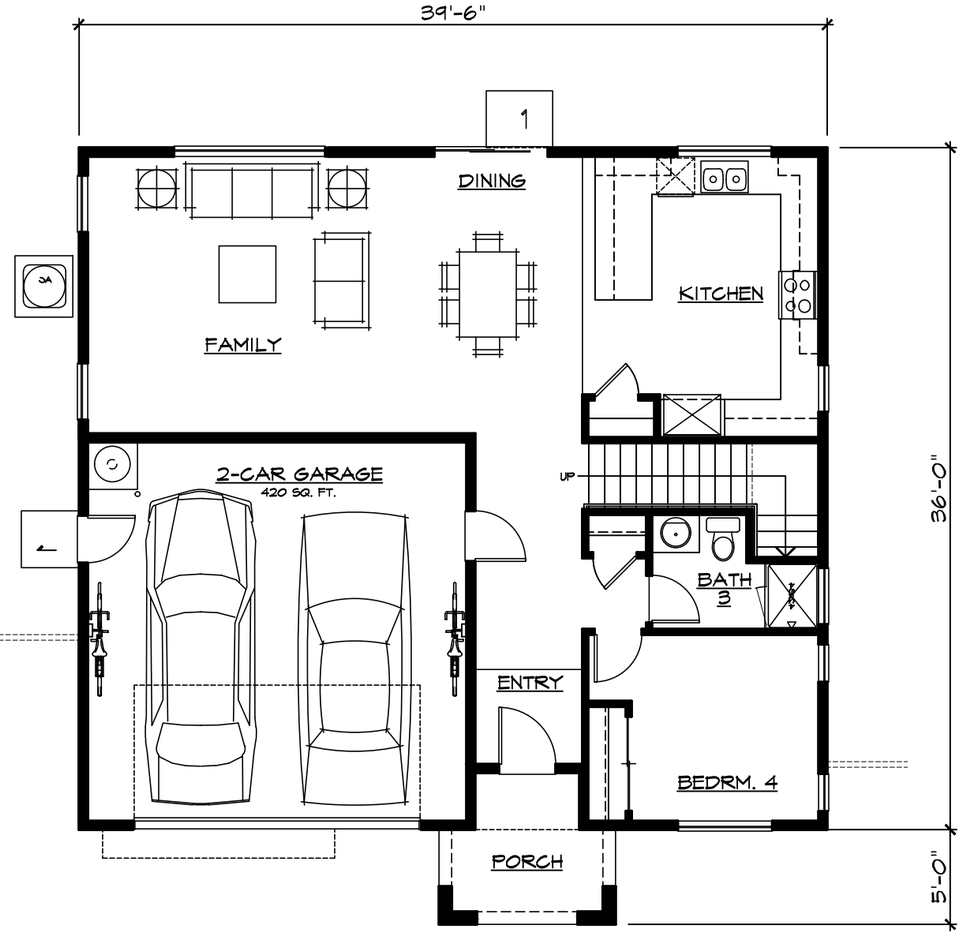
0 2 4 6 8 16

118 Alturas Avenue
Lot C

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

First Floor Plan

0 2 4 6 8 16

118 Alturas Avenue

Lot C

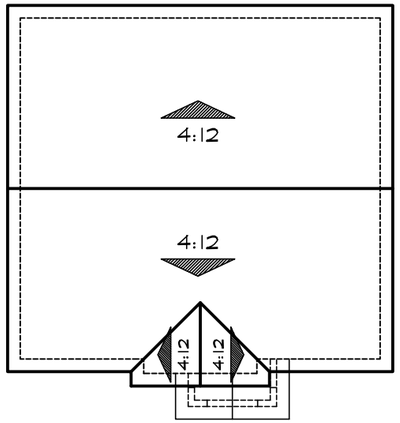
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

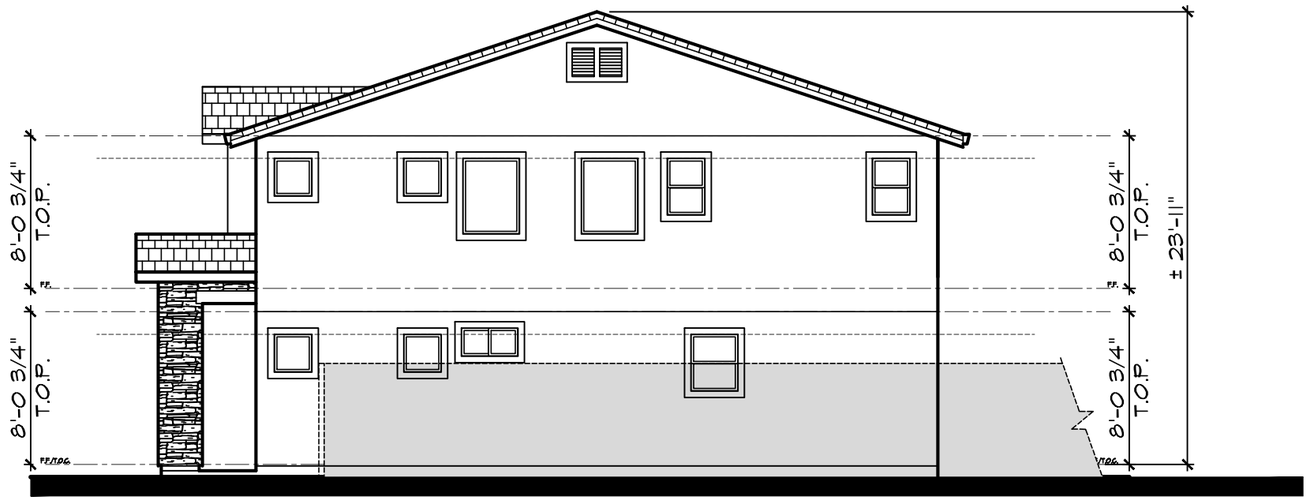
Discovery Builders Inc.

D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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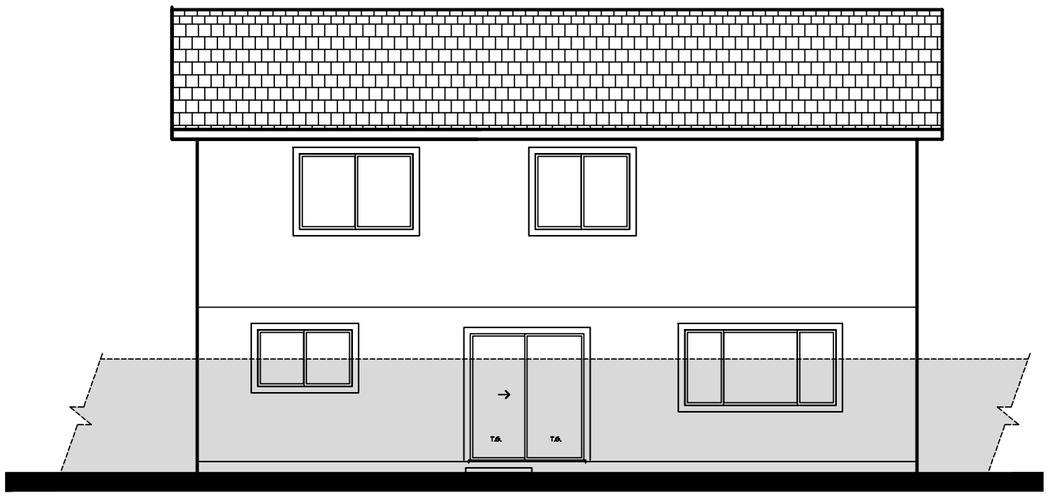


Rear

Left

118 Alturas Avenue
Lot C
Plan 1 - Elevations

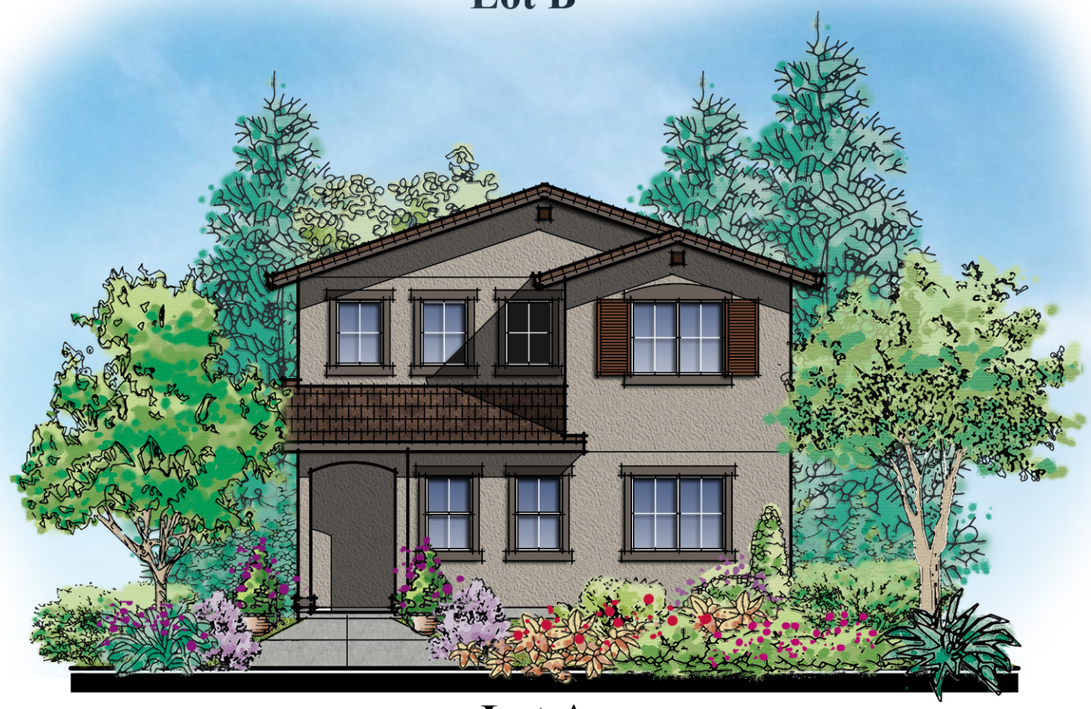
0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18

Lot B



Lot A

MATERIAL LEGEND

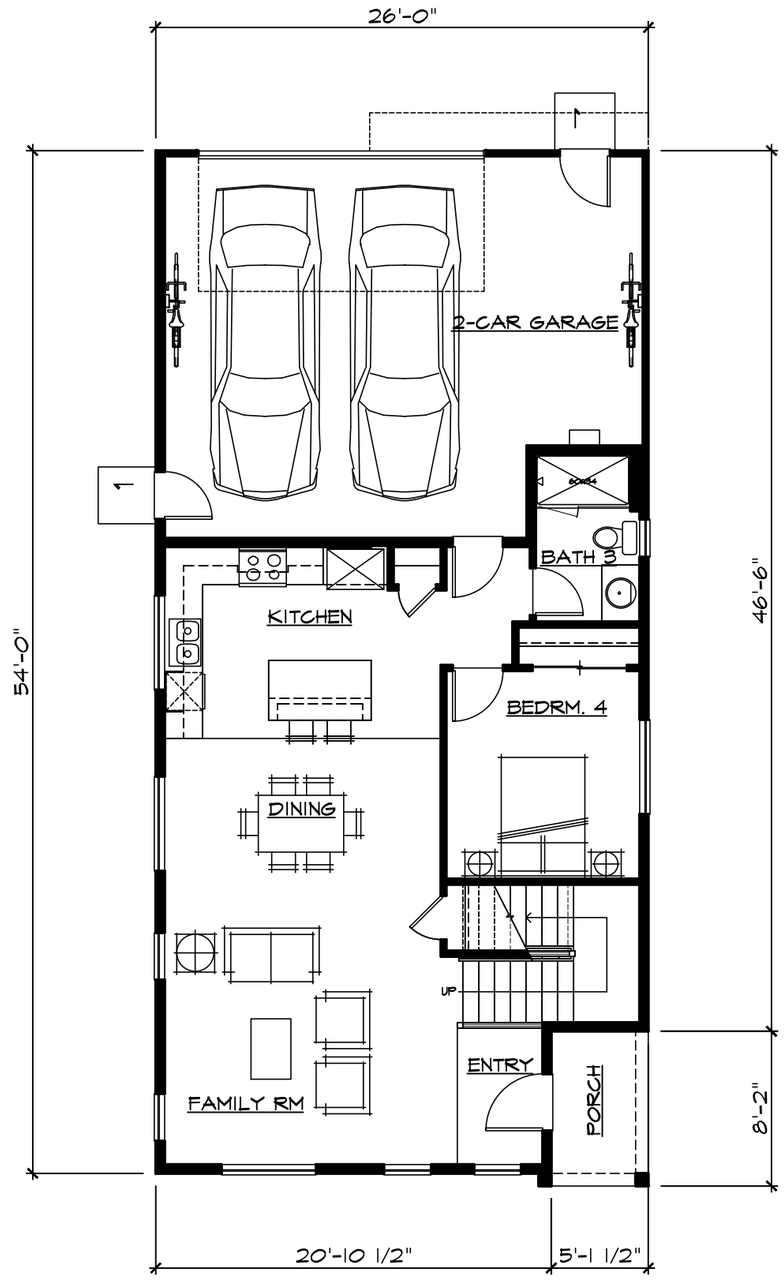
COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK SHUTTERS
MOCK TILE VENT
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

118 Alturas Avenue
Plan 2

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

First Floor Plan

0 2 4 6 8 16

118 Alturas Avenue
Lot B (Lot A Reverse)

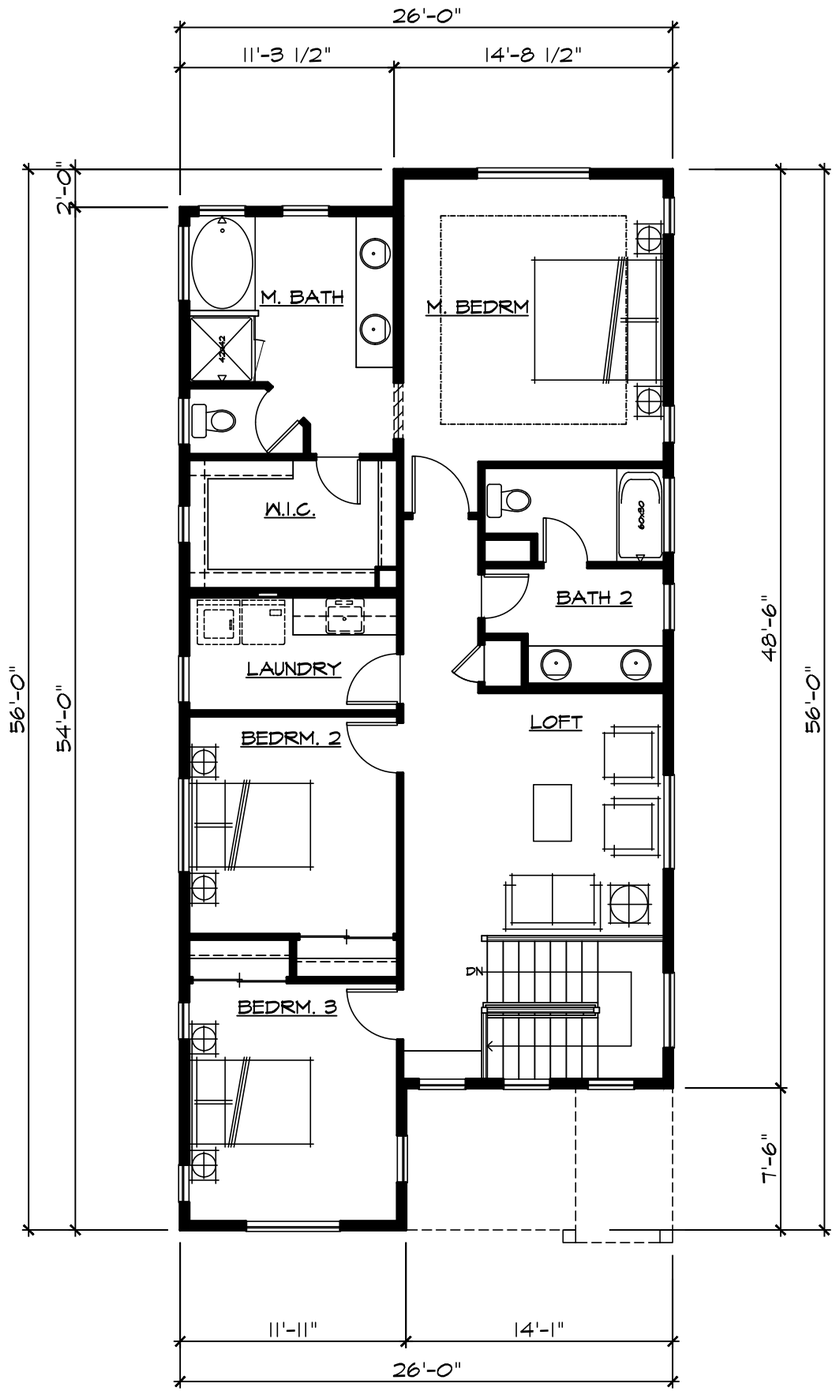
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

Second Floor Plan

0 2 4 6 8 16

118 Alturas Avenue

Lot B (Lot A Reverse)

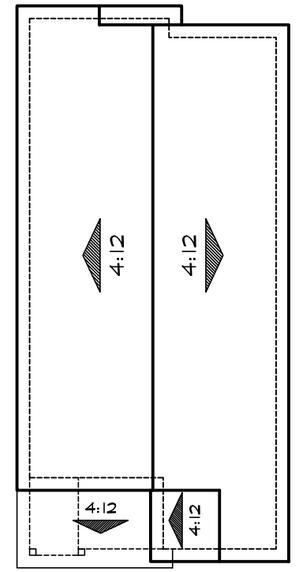
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

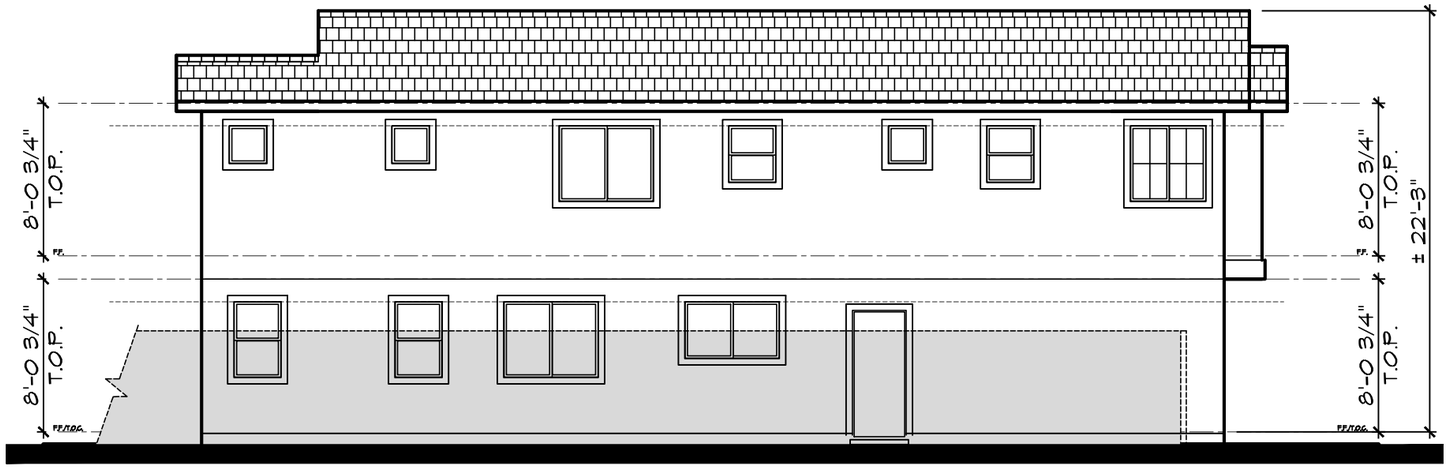
Discovery Builders Inc.

D a t e 07/02/18



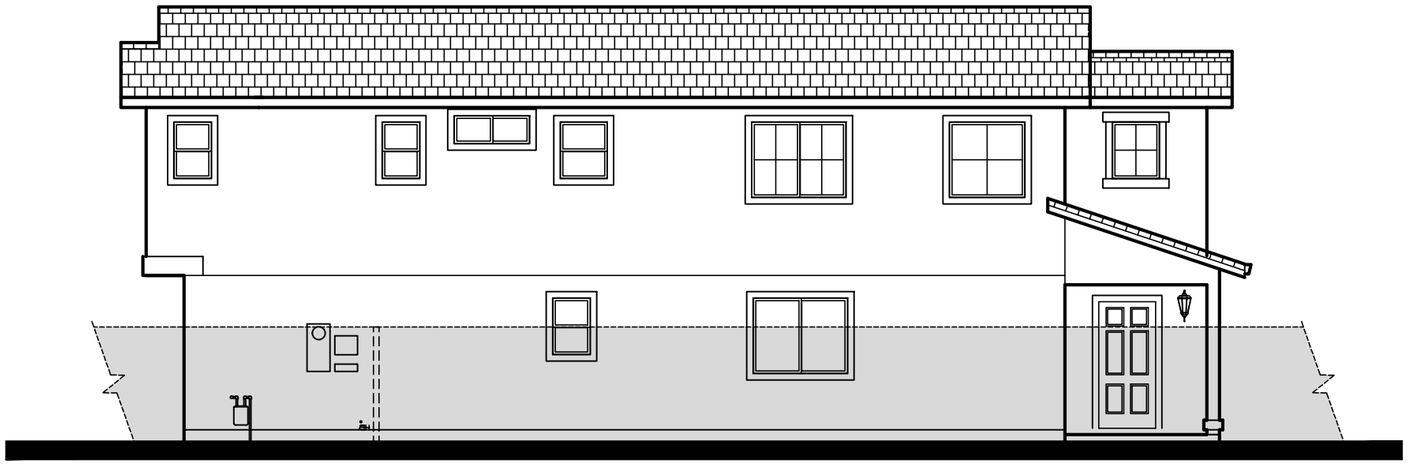
Roof Plan

0 2 4 6 8 16



Right

Rear



Left

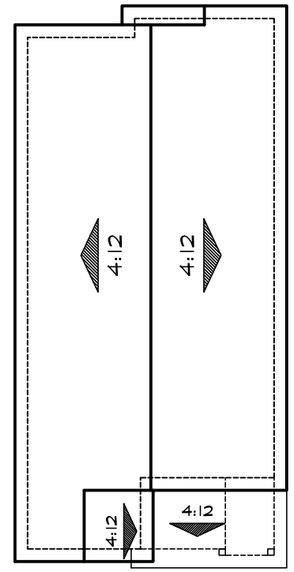
118 Alturas Avenue
Lot A
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

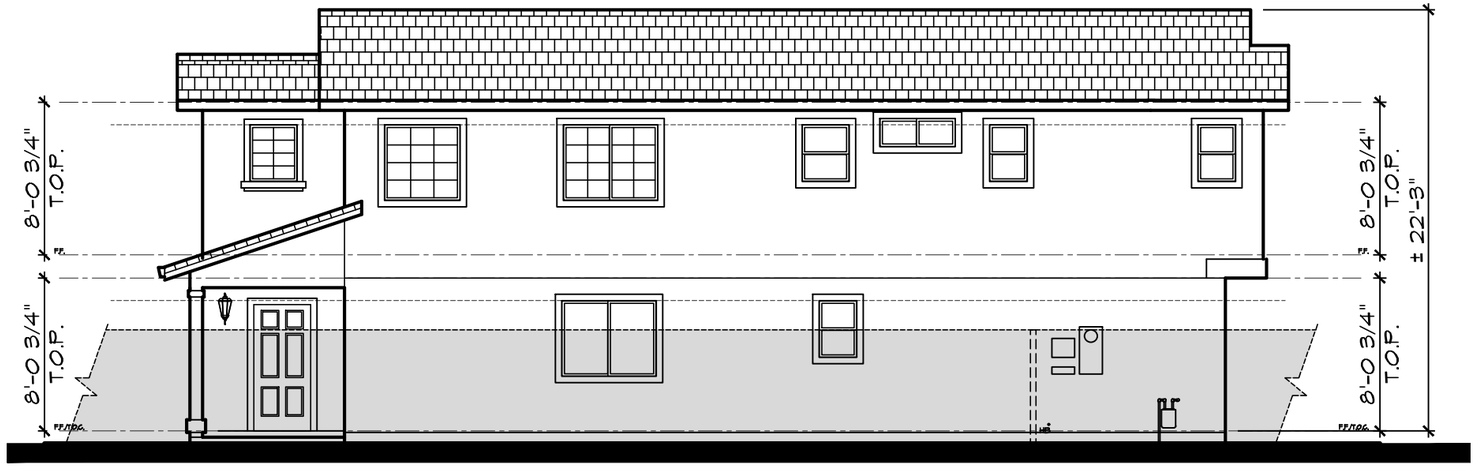
DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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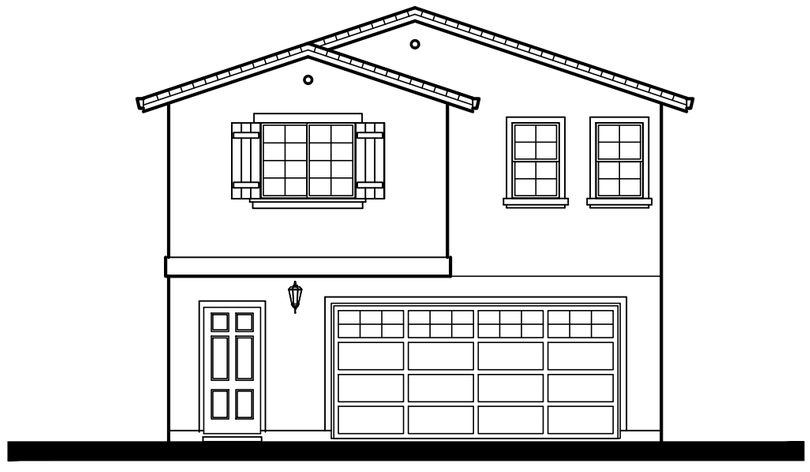


Rear

Left

118 Alturas Avenue
Lot B
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

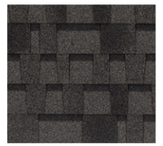
DISCOVERY DESIGN GROUP

Discovery Builders Inc.
D a t e 07/02/18

ALTURAS AVENUE

PITTSBURG, CA

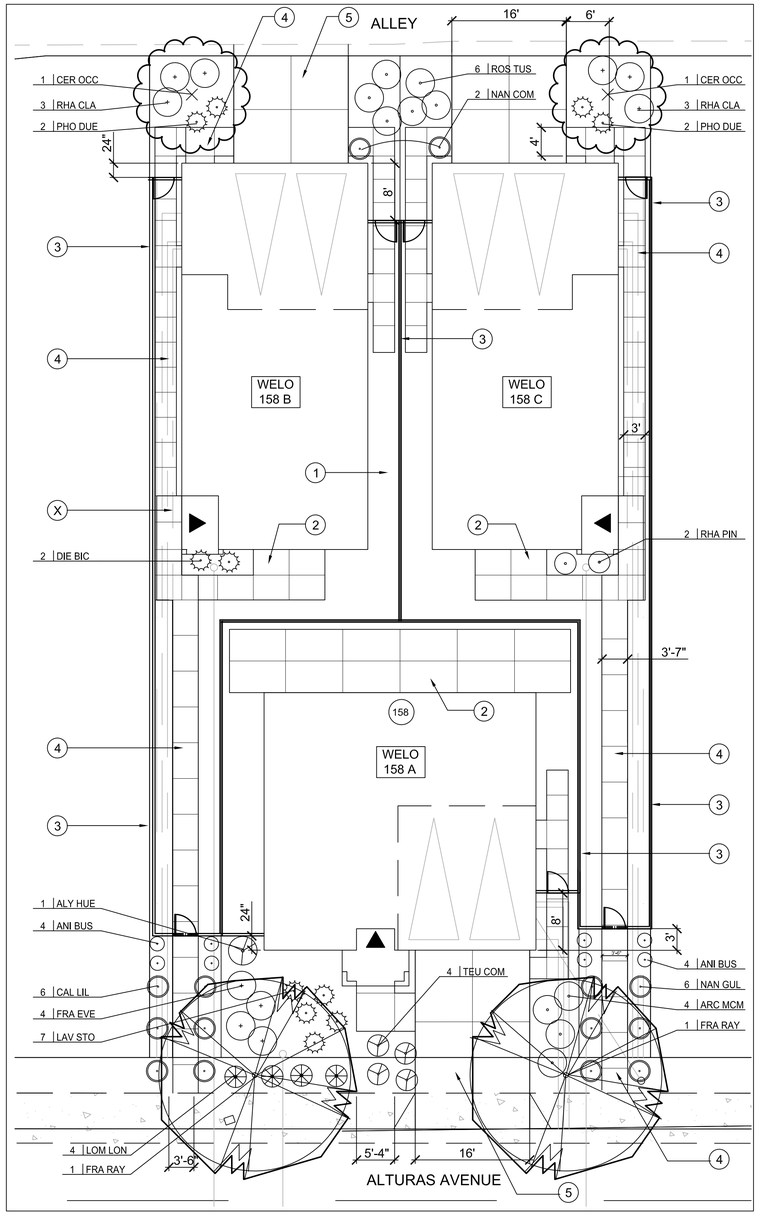
118 ALTURAS AVENUE

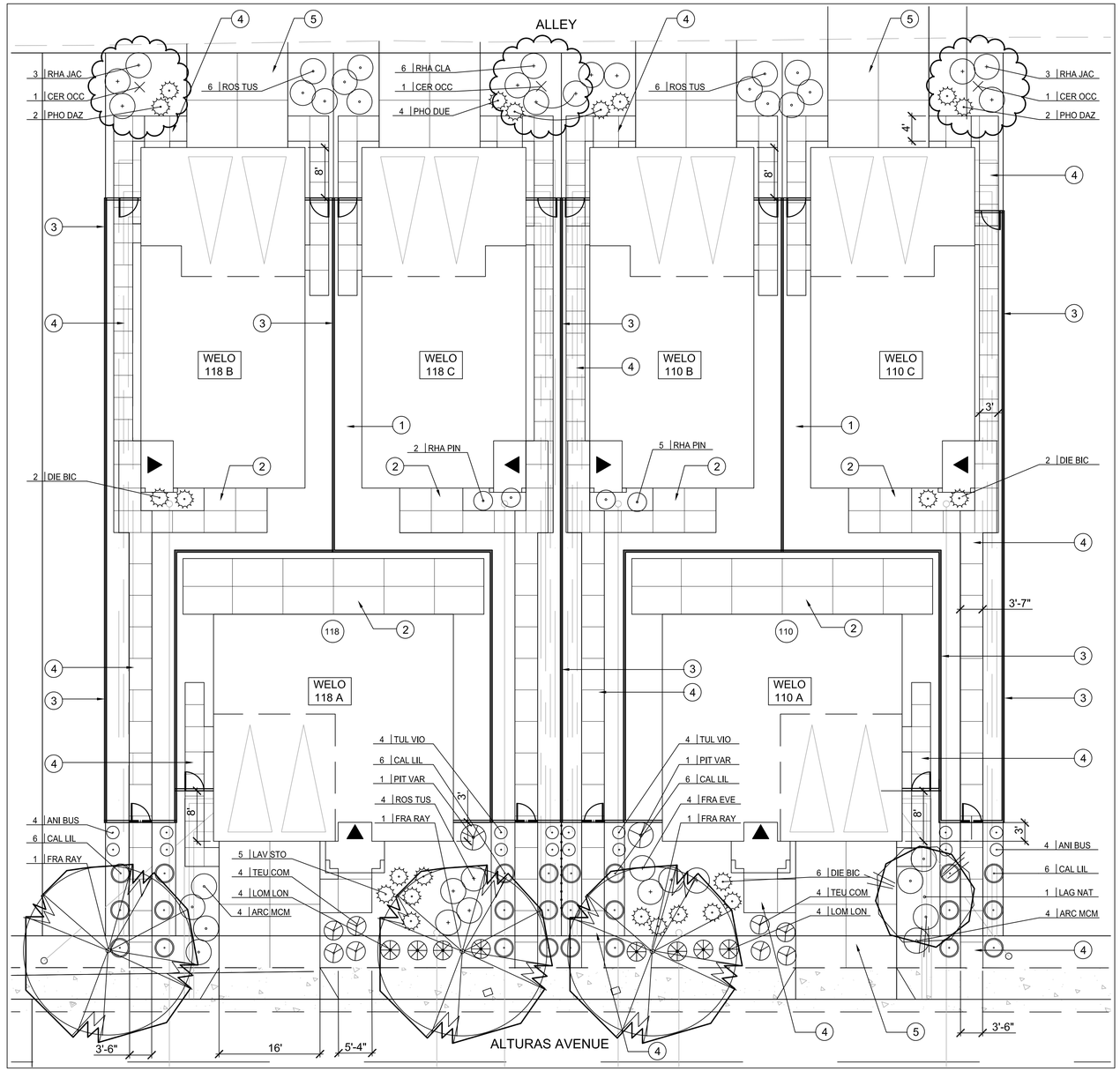
LOT	BODY 1	BODY 2	TRIM/ FASCIA/GARAGE DOOR	ACCENT/ENTRY DOOR	STONE	ROOF
A	KM4566-3 CITY LOFT		KM5800-5 SAUSALITO RIDGE	KMA66-5 SANTANA SOUL		PRAIRIE WOOD
B	KM4719 HARVEST DANCE		KM4575-5 MUD ROOM	KMA76-5 LOG CABIN		 PEWTER GREY
C	KM49 ANTIQUE WHITE	KM5767-2 GREIGE	KM14 FROST	KM4818-5 KNIT CARDIGAN	SEVILLA COUNTRY LEDGESTONE	WEATHERED WOOD

ROOFING: PABCO PREMIER PROFESSIONAL OR EQUIVALENT

STONE: BORAL CULTURED STONE OR EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT





PLANT MATERIALS LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
TREES:				
CER OCC	CERCIS OCCIDENTALIS (STANDARD)	STD. WESTERN REDBUD	15 GA	LOW
FRA RAY	FRAXINUS OXYCARPA 'RAYWOOD'	RAYWOOD ASH	15 GA	MED
LAG NAT	LAGERSTROEMIA 'NATCHEZ' (STD)	STD. CRAPE MYRTLE	15 GA	LOW
SHRUBS:				
ALY HUE	ALYOGYNE HUEGELII	BLUE HIBISCUS	5 GA	LOW
ARC MCM	ARCTOSTAPHYLOS 'HOWARD MCMINN'	MCMINN MANZANITA	5 GA	LOW
CAL LIL	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	5 GA	LOW
FRA EVE	FRANGULA CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GA	LOW
NAN COM	NANDINA 'COMPACTA'	DWARF HEAVENLY BAMBOO	5 GA	LOW
NAN GUL	NANDINA DOMESTICA 'GULF STREAM'	GULF STREAM H. BAMBOO	5 GA	LOW
PIT VAR	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED TOBIRA	5 GA	LOW
RHA CLA	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GA	LOW
RHA JAC	RHAPHIOLEPIS INDICA 'JACK EVANS'	INDIAN HAWTHORN	5 GA	LOW
RHA PIN	RHAPHIOLEPIS INDICA 'PINK DANCER'	INDIAN HAWTHORN	5 GA	LOW
ROS TUS	ROSEMARINUS 'TUSCAN BLUE'	TUSCAN ROSEMARY	5 GA	LOW
TEU COM	TEUCRIUM F. 'COMPACTUM'	COMPACT GERMANDER	5 GA	LOW

(LIST CONTINUED)

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
PERENNIALS & GRASSES:				
ANI BUS	ANIGOTHANTHOS 'BUSH BABY'	KANGAROO PAW	1 GA	LOW
DIE BIC	DIETES BICOLOR	FORNIGHT LILY	1 GA	LOW
LAV STO	LAVANDULA STOECHAS	SPANISH LAVENDER	1 GA	LOW
LOM LON	LOMANDRA LONGIFOLIA 'BREEZE'	CAPE RUSH	1 GA	LOW
PHO DUE	PHORMIUM 'DUET'	DWARF FLAX	1 GA	LOW
PHO DAZ	PHORMIUM 'DAZZLER'	DWARF FLAX	1 GA	LOW
TUL VIO	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GA	LOW

GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM W/ WEATHER-BASE CONTROLLER.
2. ALL PLANTING AREAS RECEIVE A 3" LAYER OF FIRBARK MULCH DRESSING.

SITE AMENITIES:

1. TYPICAL WOOD BARK DRESSING ONLY.
2. TYPICAL CONCRETE PATIO IN REAR YARD.
3. TYPICAL 6 FT. HEIGHT WOOD FENCE, W/ MAN-GATE; SEE DETAIL 3/L2.
4. TYPICAL CONCRETE WALKWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.
5. TYPICAL CONCRETE DRIVEWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

REFER TO SHEET L2 FOR AMENITY DETAILS AND SHEET L3 FOR WELO CALCULATIONS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT RICHARD STONER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

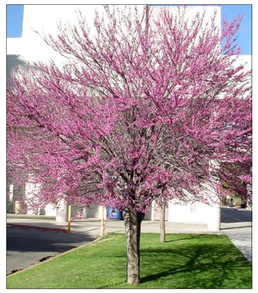
PRELIMINARY
LANDSCAPE PLANS

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	07–10–18
SCALE	NOTED

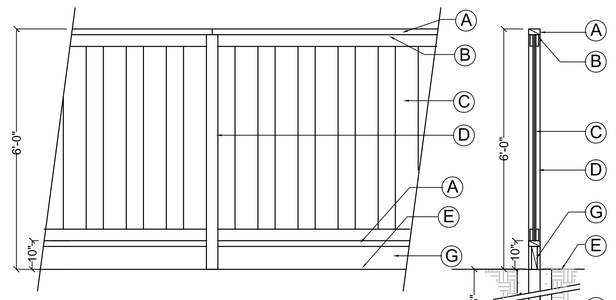
SHEET L1 OF SHEETS

RAYWOOD ASH

NATCHEZ CRAPE MYRTLE



WESTERN REDBUD



DESCRIPTION:
A - 2x4 TOP, BOTTOM AND RAILS (HOLD LEVEL)
B - 1x4 RSDF DOUBLE CLEATS AT RAILS
C - 1x8 RSDF VERTICAL BOARDS, OVERLAP 1"
D - 4x4 PTDF POSTS AT 8 FT. SPACING (MAX).
E - FINISH GRADE
F - 1x2 VERTICAL STAKES SELF-SPACED, W/ 1" NAIL STRIPS
G - 2x8 PTDF KICKER BETWEEN TALL POSTS, EXTEND OVER LOW POSTS
H - 18" DIAMETER x 36" DEEP CONCRETE FOOTING AT POSTS
I - WOOD POSTS EXTEND 3" THRU BOTTOM OF CONCRETE FOOTING INTO 4" DEEP CLEAN SAND BASE

NOTES:
1. ALL POSTS TO BE PRESSURE TREATED DOUGLAS FIR, ALL OTHER WOOD MEMBERS TO BE ROUGH SAWN DOUGLAS FIR.
2. HOLD TOP RAILS LEVEL, STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.
3. ALL METAL FASTENERS SHALL BE GALVANIZED.

1 SOLID WOOD FENCE DETAIL
NO SCALE

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

AMENITY DETAILS AND TREE IMAGES

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE: 07-10-18	
SCALE: NOTED	

SHEET
L2
OF SHEETS

LOT 158 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 158 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	547	202.5925541	5702.6
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	18	11.1111102	312.8
				TOTALS:	565	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,747

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
AVERAGE ETAF	0.38

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
SITEWIDE ETAF	0.38

WATER EFFICIENT LANDSCAPE WORKSHEET 158 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1224	453.3332472	12760.4
				TOTALS:	1224	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,760
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,949

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 158 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1252	463.7036156	13052.3
				TOTALS:	1252	464	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,052
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,383

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
SITEWIDE ETAF	0.37

LOT 118 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 118 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1400	518.51842	14595.3
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	1409	524	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,752
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,813

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1363	504.8147189	14209.5
				TOTALS:	1363	505	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,210
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,101

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
SITEWIDE ETAF	0.37

LOT 110 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 110 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1222	452.5925066	12739.6
				TOTALS:	1222	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,740
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,918

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1250	462.962875	13031.5
				TOTALS:	1250	463	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,031
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,352

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
SITEWIDE ETAF	0.37

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

LANDSCAPE ARCHITECT · THOMAS BAAK STOVER · 3017 · Signature · REGISTERED LANDSCAPE ARCHITECT · STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

STATE WELO CALCULATIONS

DESIGNED: RS | DRAWN: KD
CHECKED: | JOB NO:
DATE: 07-10-18
SCALE: NOTED

SHEET L3 OF SHEETS

Attachment 6

Front Elevation
Lot C

MATERIAL LEGEND

COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK SHUTTERS
SIMULATED STONE VENEER
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

158 Alturas Avenue
Plan 1

ALTURAS AVENUE
PITTSBURG, CA

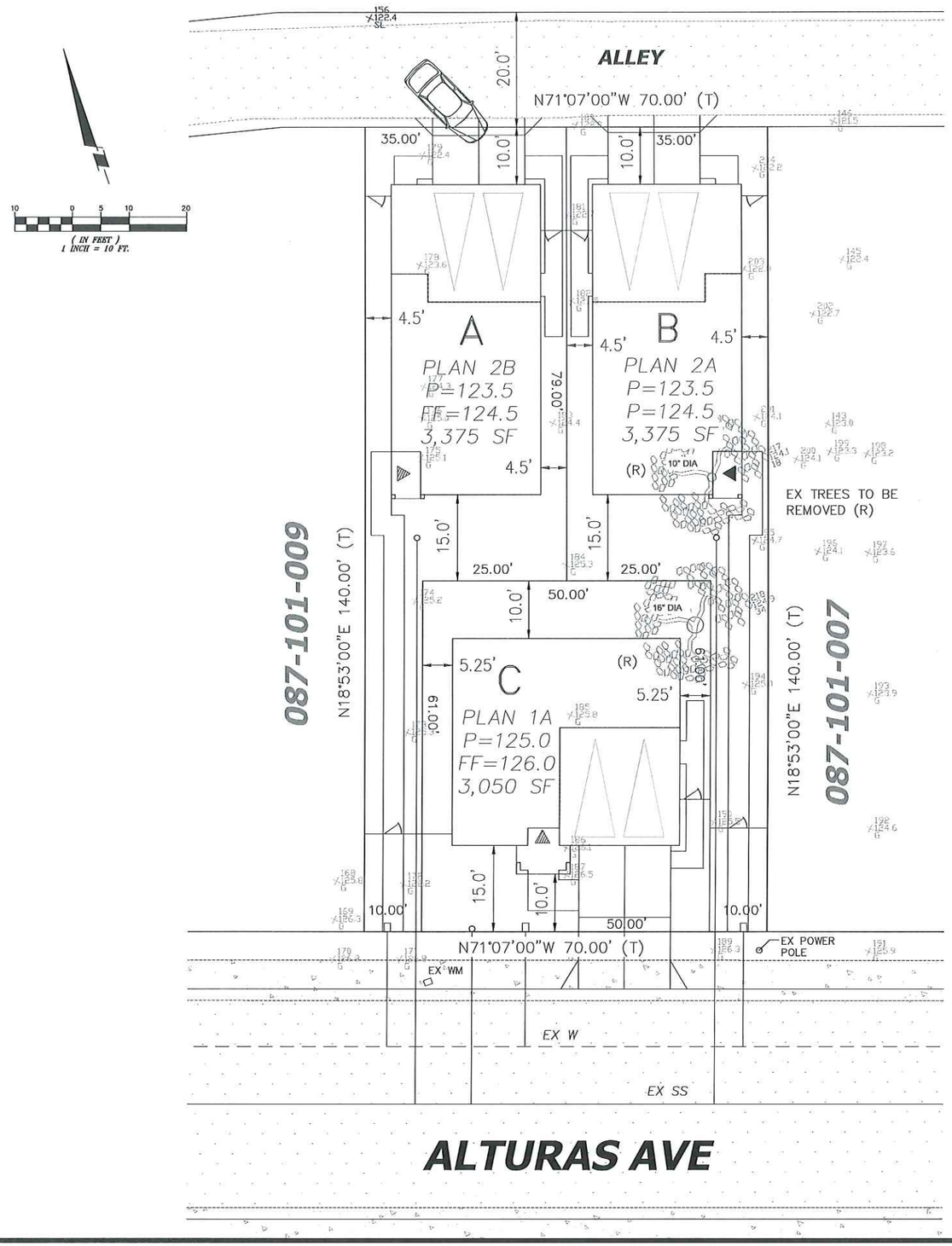
DISCOVERY
DESIGN
GROUP

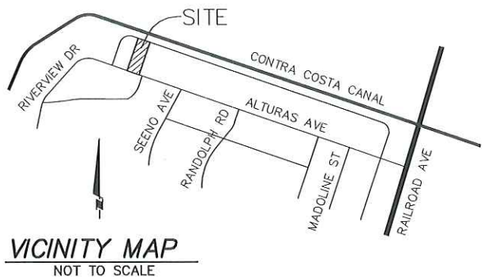
Discovery Builders Inc.
Date 07/02/18

"158 ALTURAS AVE"

PARCEL MAP WAIVER

CITY OF PITTSBURG
SEPTEMBER, 2018





VICINITY MAP
NOT TO SCALE

City of Pittsburg
RM ZONING SETBACKS

MINIMUM LOT AREA:	3,000 SF
MAXIMUM COVERAGE:	60%
MINIMUM LOT WIDTH:	30'
SETBACK	
FRONT YARD:	15'
SIDE YARD:	3' TO 5'
REAR YARD:	10'

GENERAL NOTES:

1. DEVELOPER:
   DISCOVERY BUILDERS, INC.
   4061 PORT CHICAGO HIGHWAY, SUITE H
   CONCORD, CA. 94520
   (925) 682-6419
2. CIVIL ENGINEER:
   ISAKSON & ASSOCIATES, INC.
   2 MIRANGO COURT
   CLAYTON, CA 94517
   (925) 876-0889

3.	APN:	087-101-008
4.	EXISTING LAND USE:	VACANT LOT
5.	EXISTING GENERAL PLAN:	MEDIUM DENSITY RESIDENTIAL
6.	PROPOSED GENERAL PLAN:	MEDIUM DENSITY RESIDENTIAL
7.	PRESENT ZONING:	RM
8.	PROPOSED ZONING:	RM
9.	NUMBER OF LOTS PROPOSED:	3
10.	WATER:	CITY OF PITTSBURG
11.	SEWAGE:	CITY OF PITTSBURG
12.	MINIMUM LOT SIZE:	3,050 SQUARE FEET (LOT C)
13.	MAXIMUM LOT SIZE:	3,375 SQUARE FEET (LOT A)
14.	GROSS DENSITY:	13.33 D.U. / GROSS ACRE
15.	AREA:	0.22 ACRES

LEGEND:

EXISTING	PROPOSED	
SD	SD	STORM DRAIN AND DIRECTION
SS	SS	SANITARY SEWER AND DIRECTION
		SANITARY SEWER & MANHOLE
		WATER & GATE VALVE
		FIRE HYDRANT
		STREET LIGHT
		ASPHALT CONCRETE
		PROJECT BOUNDARY
		LOT LINES
		BOARD FENCE
A		PARCEL
P=123.0		PAD ELEVATION
FF=124.0		FINISH FLOOR ELEVATION
3,050 SF		LOT AREA
50.00'		LOT DIMENSION

APPR.
DATE

REGISTERED PROFESSIONAL ENGINEER
DAVID O. ISAKSON
NO. 21764
CIVIL
STATE OF CALIFORNIA

ALTURAS AVENUE – LOT 158

PARCEL MAP WAIVER

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering & land surveying
2 Mirango Court, Clayton, CA. 94517 Phone:(925) 876-0889

DATE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:	JOB NO.	SHEET
09-13-18	RLB	RLB	DOI	201803	1 OF 1

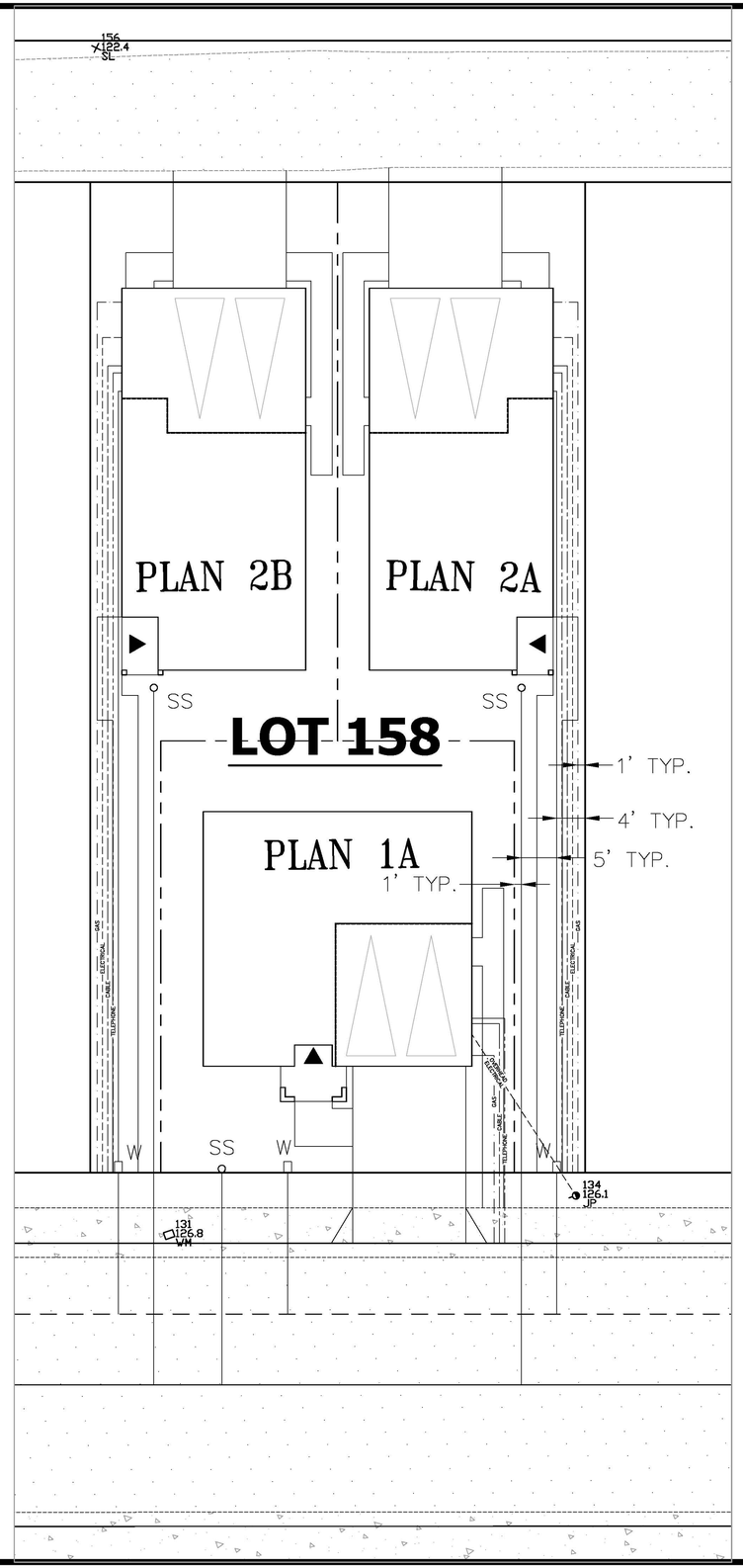
M:\Land Development\Vineal Ranch\SHEETS\201803 - Alturas Avenue\SHEETS\201803 PM LOT 158.dwg

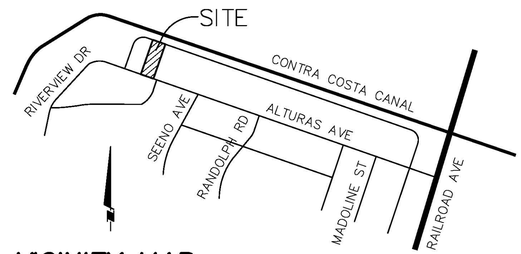
"158 ALTURAS AVE"

UTILITY EXHIBIT

CITY OF PITTSBURG
JUNE, 2018

1" = 10'





VICINITY MAP
NOT TO SCALE

ALTURAS AVENUE

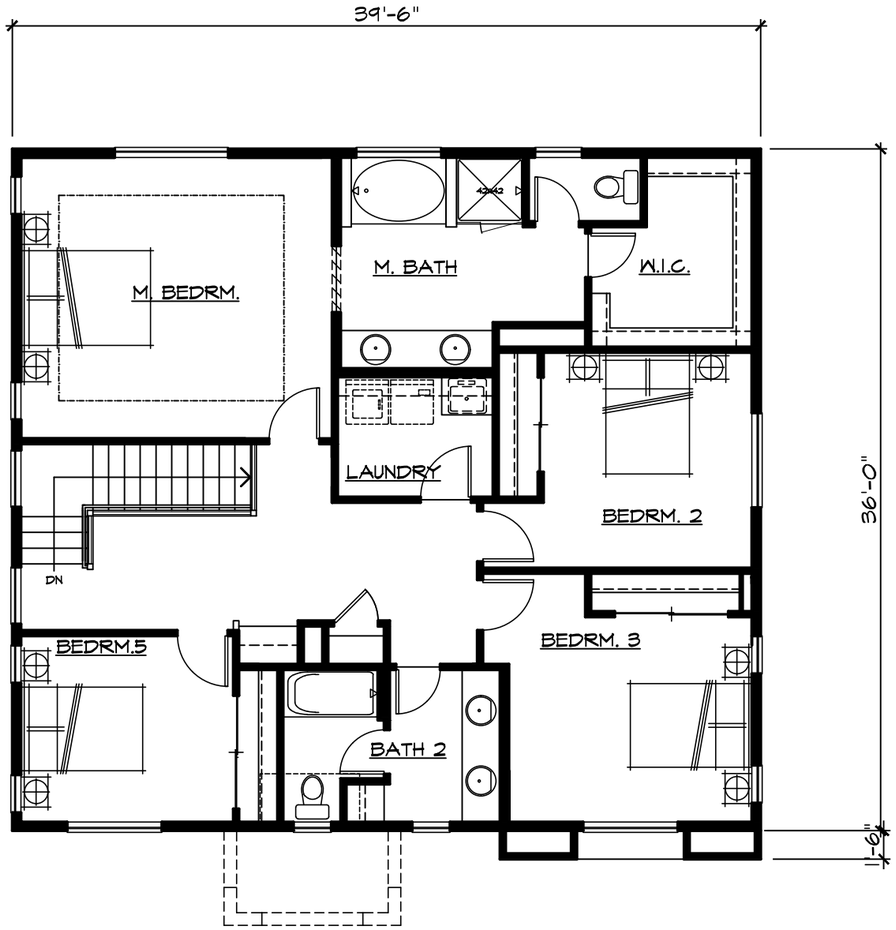
UTILITY EXHIBIT

CITY OF PITTSBURG — CONTRA COSTA COUNTY — CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
DAVID O. ISAKSON
NO. 21764
CIVIL
STATE OF CALIFORNIA

Isakson & Assoc. Inc.
civil engineering & land surveying
2 Mirango Court, Clayton, CA. 94517 Phone: (925) 876-0889

APPR.	DATE	DESIGNED BY:	DRAWN BY:	CHECKED BY:	JOB NO.	SHEET
	06-29-18	RLB	RLB	DOI	201803	1 OF 1



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

Second Floor Plan

0 2 4 6 8 16

158 Alturas Avenue

Lot C

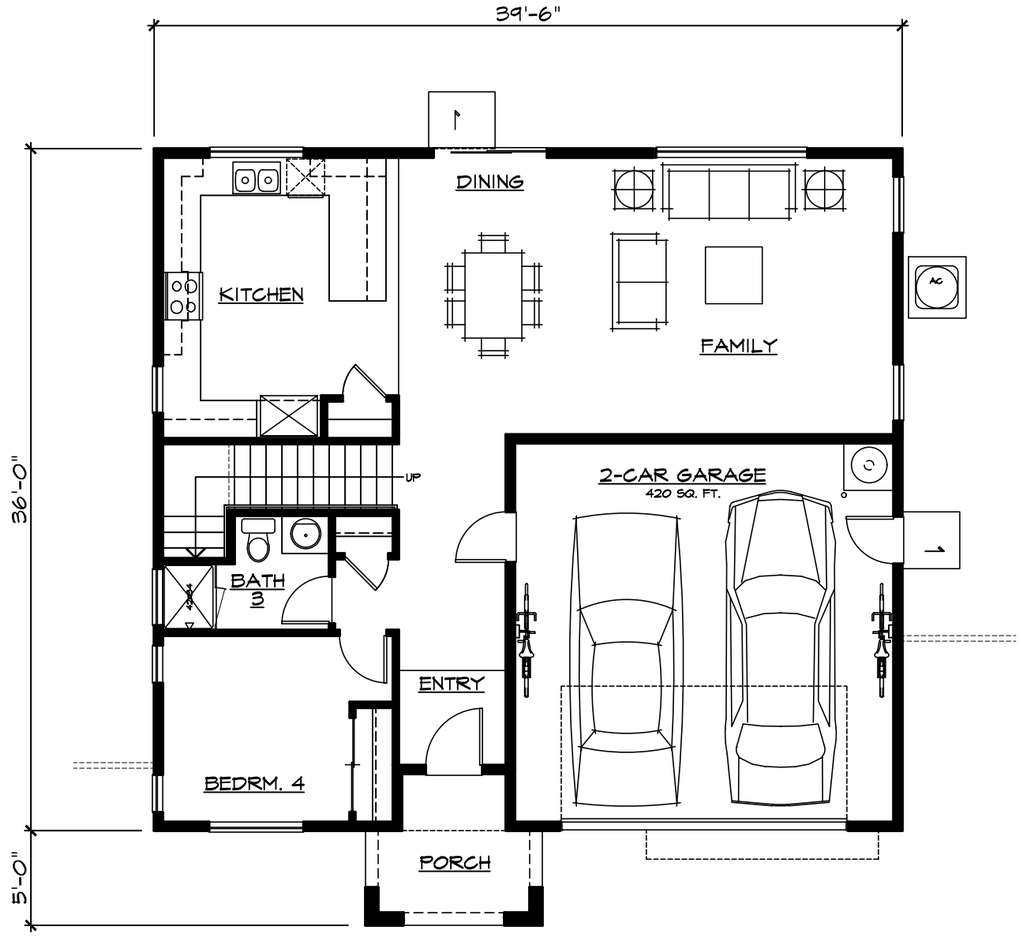
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 07/02/18



Plan 1

SQUARE FOOTAGE	
FIRST FLOOR	986 SF
SECOND FLOOR	1370 SF
TOTAL LIVING AREA	2356 SF
GARAGE	420 SF

First Floor Plan

0 2 4 6 8 16

158 Alturas Avenue

Lot C

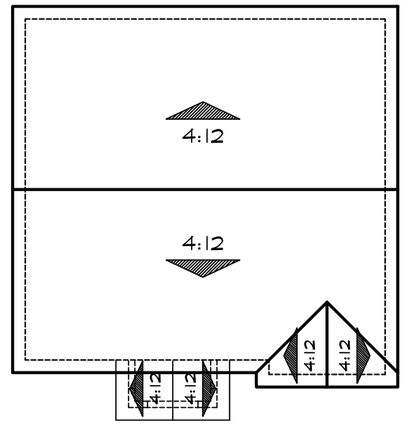
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

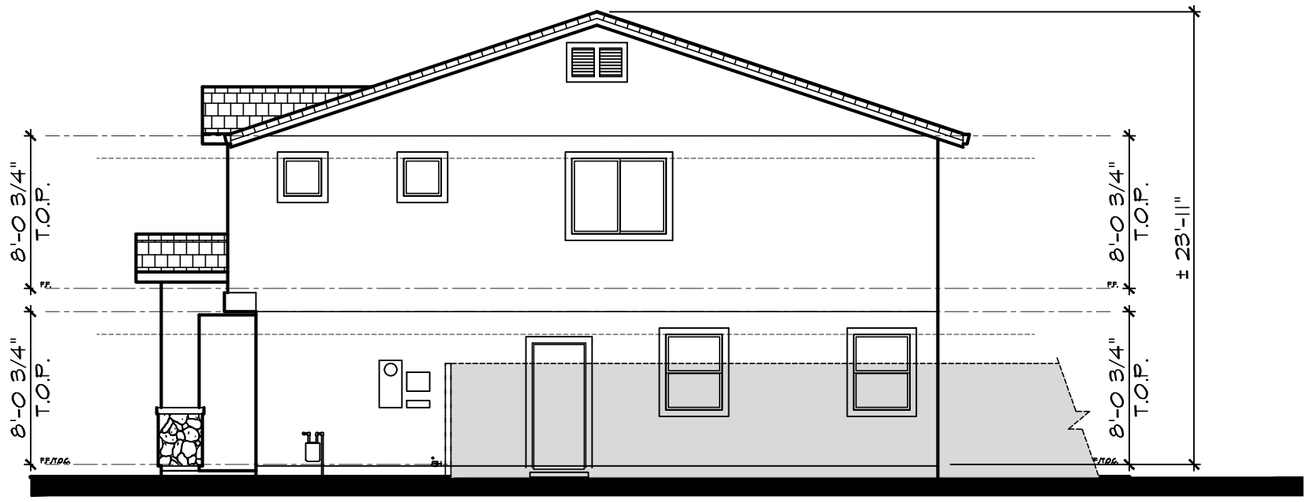
Discovery Builders Inc.

D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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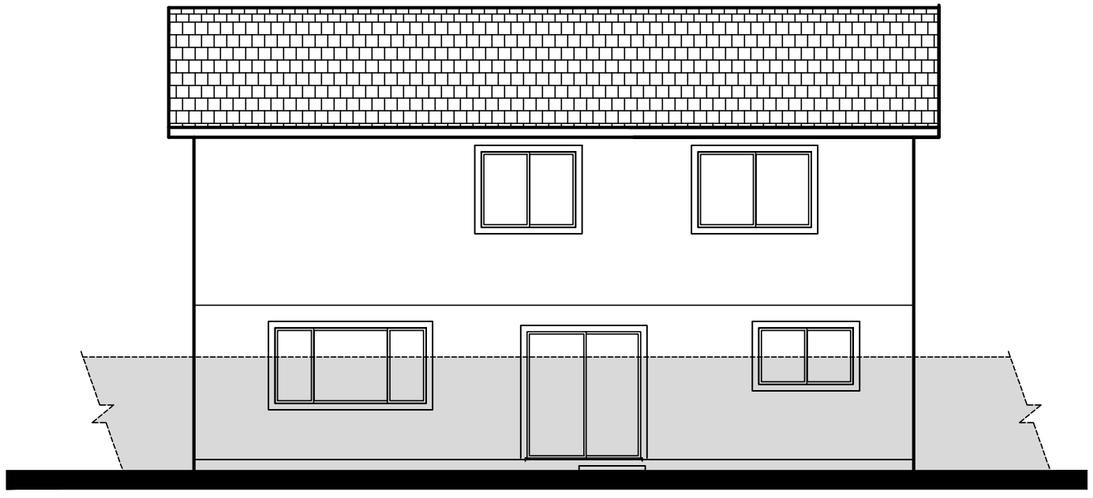

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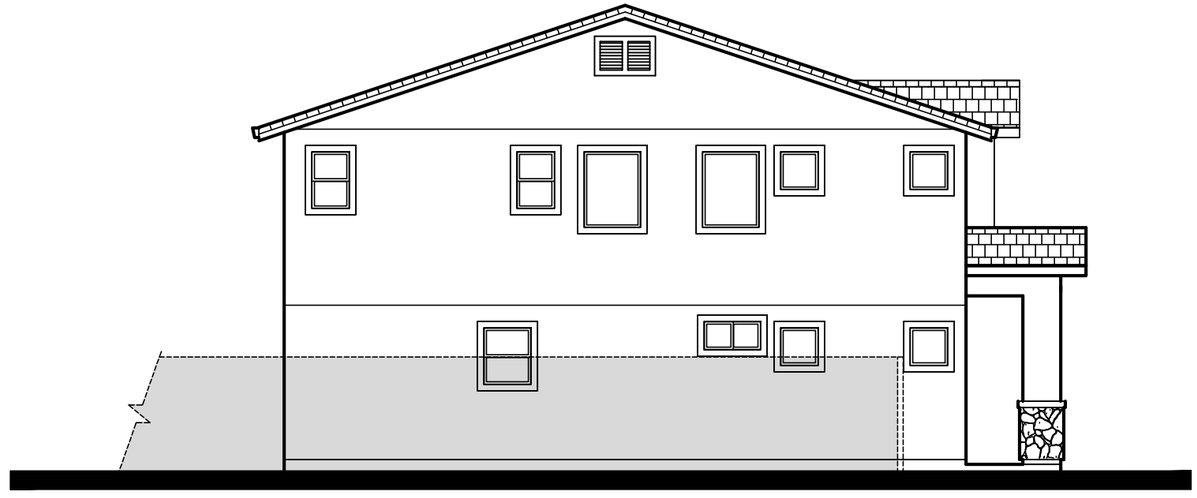


Left

158 Alturas Avenue
Lot C
Plan 1 - Elevations

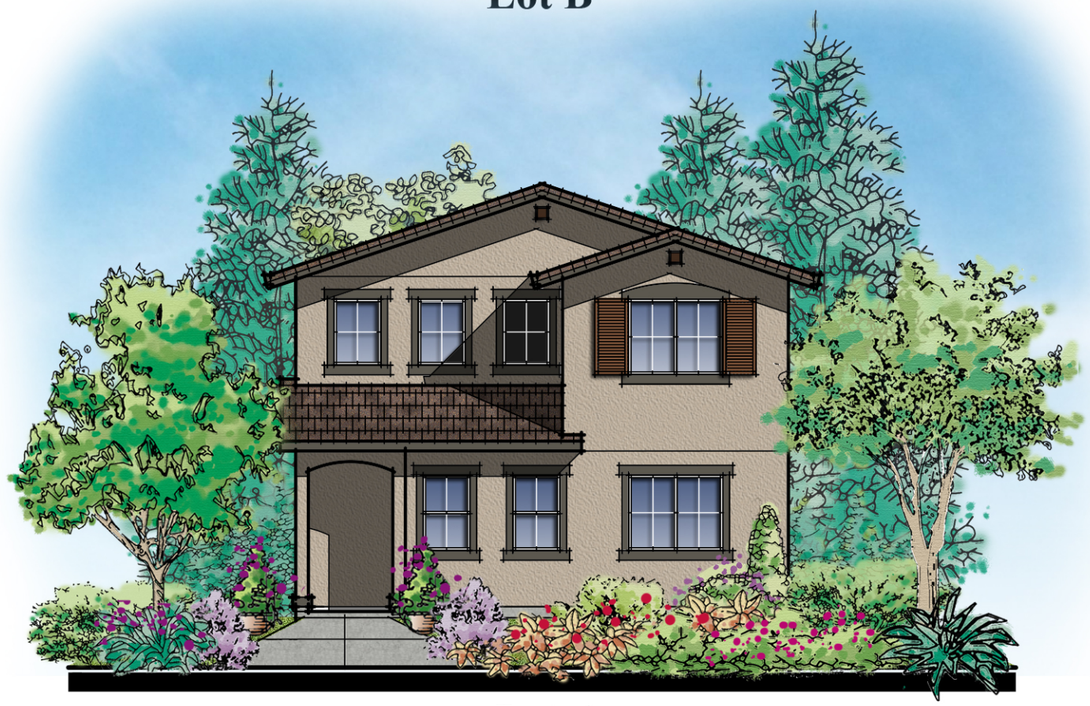
0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18

Lot B



Lot A

MATERIAL LEGEND

COMPOSITION SHINGLE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK SHUTTERS
MOCK TILE VENT
ROLL-UP GARAGE DOORS
W/ WINDOW LITES

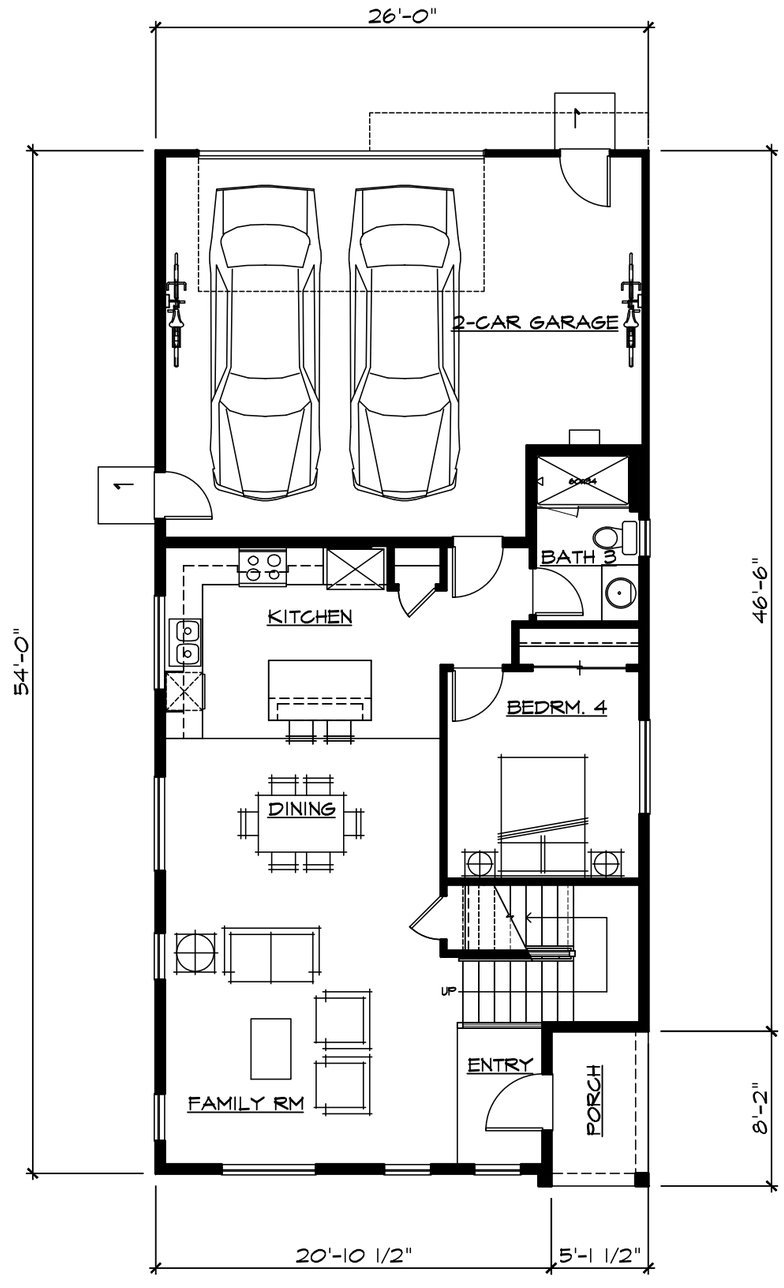
158 Alturas Avenue
Plan 2

ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

First Floor Plan

0 2 4 6 8 16

158 Alturas Avenue
Lot B (Lot A Reverse)

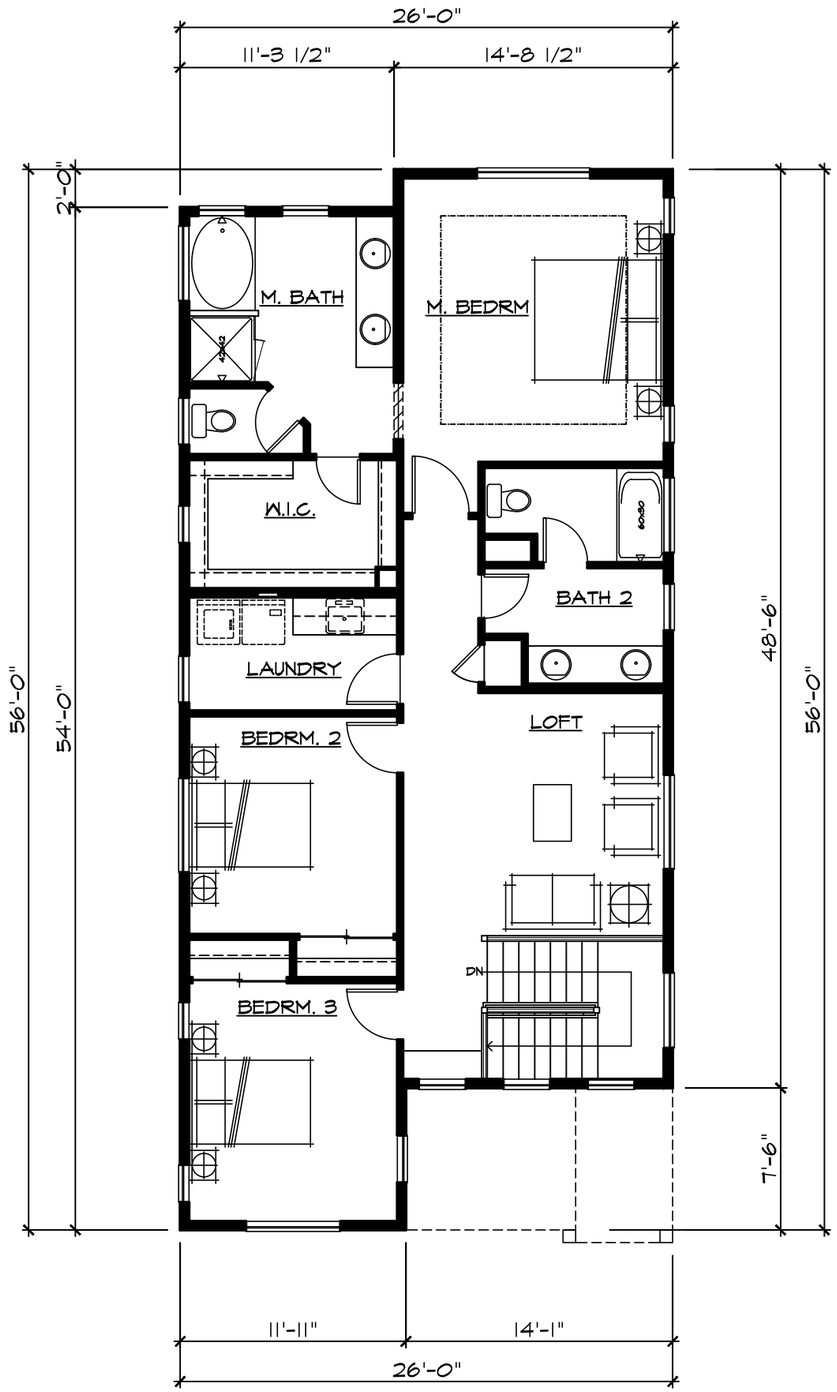
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.

D a t e 07/02/18



Plan 2

SQUARE FOOTAGE	
FIRST FLOOR	865 SF
SECOND FLOOR	1260 SF
TOTAL LIVING AREA	2125 SF
GARAGE	501 SF

Second Floor Plan

0 2 4 6 8 16

158 Alturas Avenue

Lot B (Lot A Reverse)

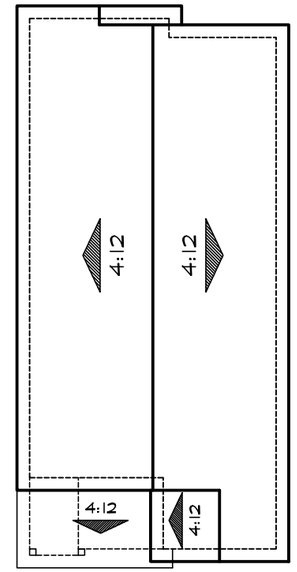
ALTURAS AVENUE

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

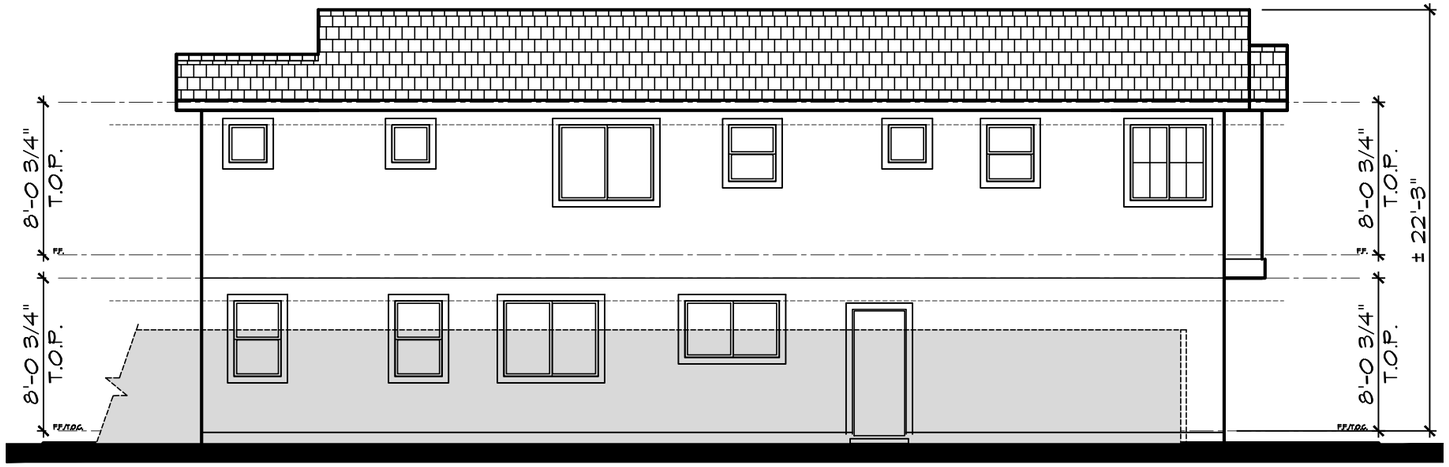
Discovery Builders Inc.

D a t e 07/02/18



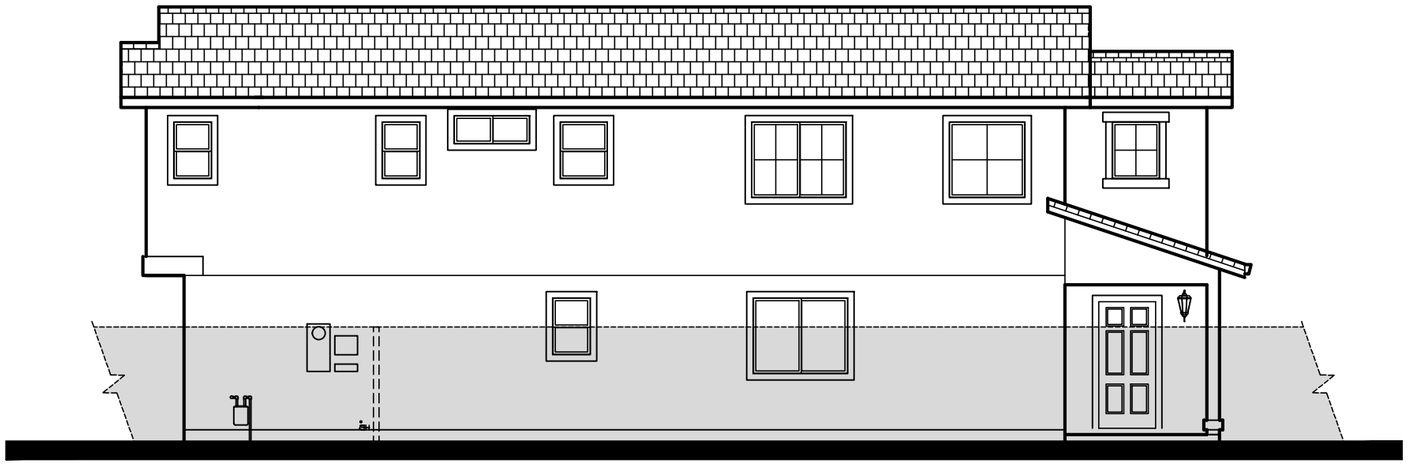
Roof Plan

0 2 4 6 8 16



Right

Rear



Left

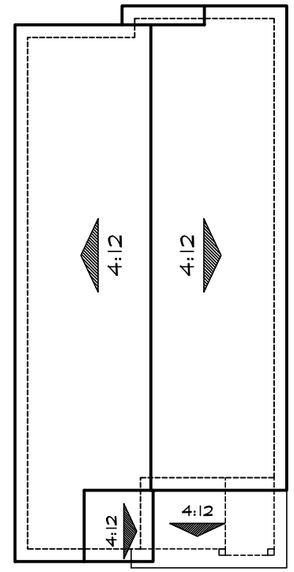
158 Alturas Avenue
Lot A
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

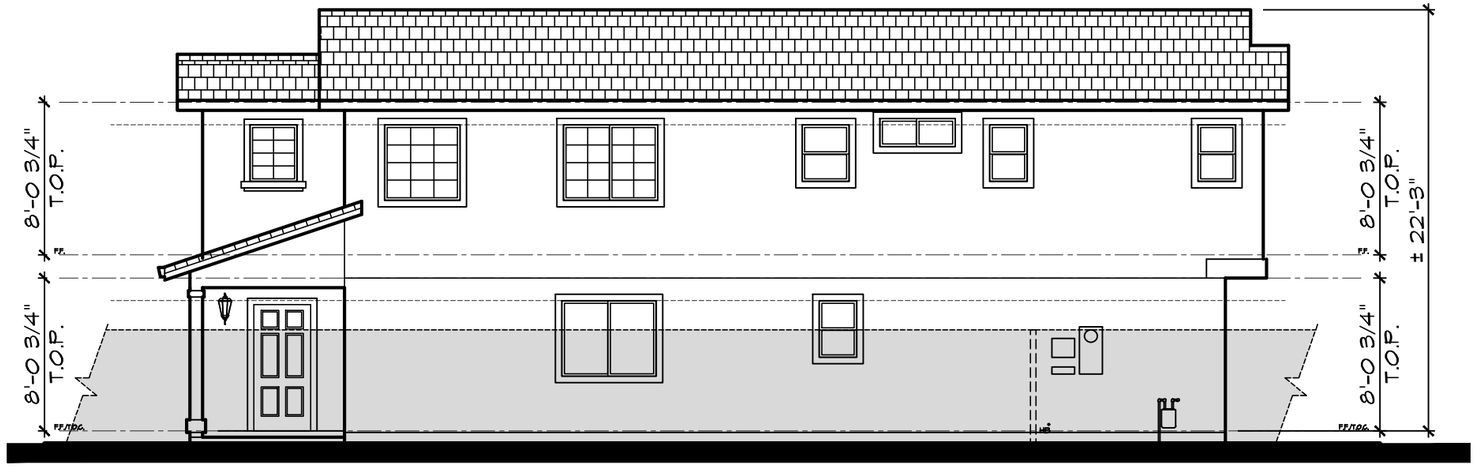
DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18



Roof Plan

0 2 4 6 8 16



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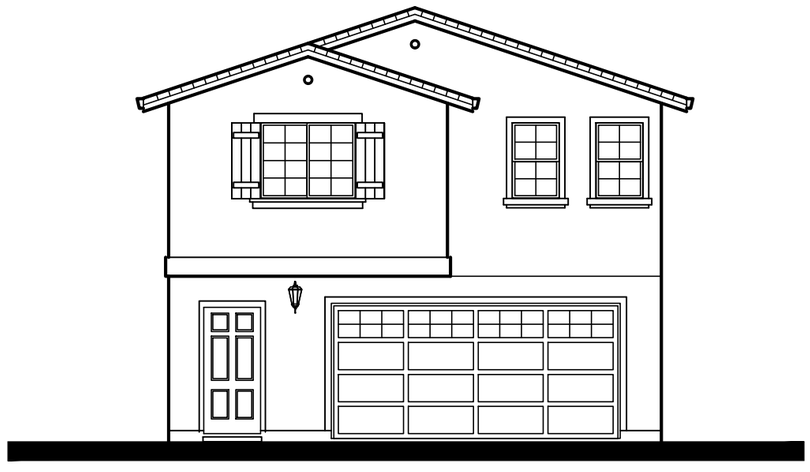


Rear

Left

158 Alturas Avenue
Lot B
Plan 2 - Elevations

0 2 4 6 8 16

ALTURAS AVENUE
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP

Discovery Builders Inc.
D a t e 07/02/18

ALTURAS AVENUE

PITTSBURG, CA

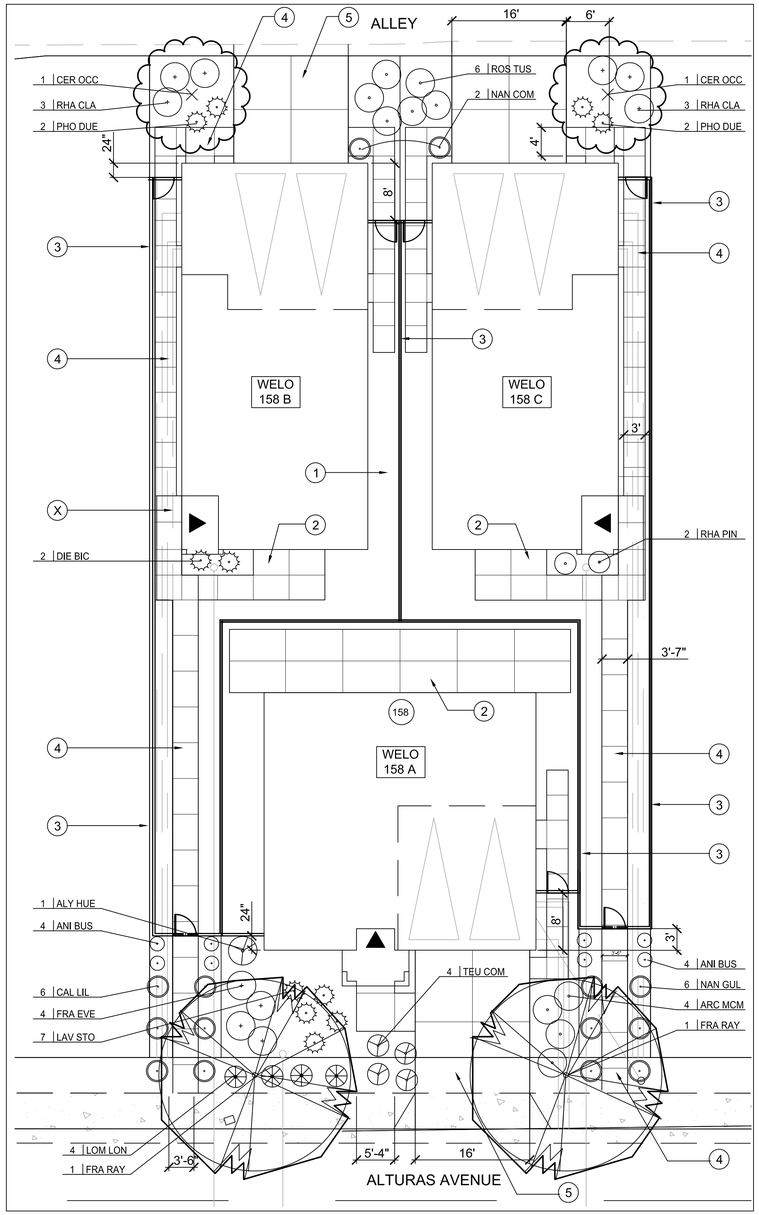
158 ALTURAS AVENUE

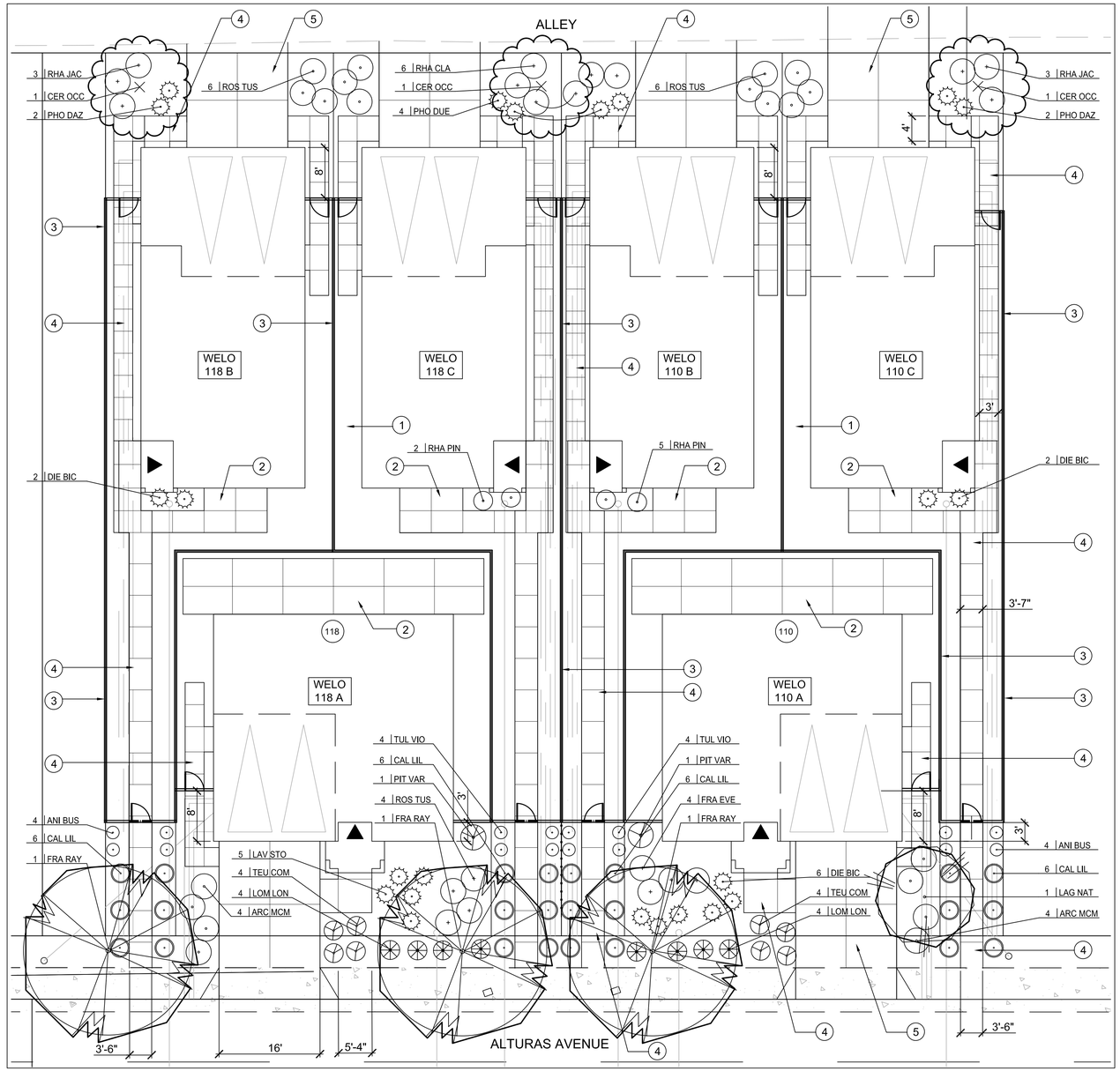
LOT	BODY 1	BODY 2	TRIM/ FASCIA/GARAGE DOOR	ACCENT/ENTRY DOOR	STONE	ROOF
A	KM232 TOSCANA		KM4582 BEAVER PELT	KMA68-5 LEATHER SATCHEL		PRAIRIE WOOD
B	KMW28-1 CLAM		KM5792-3 STACKED STONE	KM4582 BEAVER PELT		WEATHERED WOOD
C	HL4201 ADOBE WHITE	KM5705-3 PIONEER VILLAGE	KM5800-5 SAUSALITO RIDGE	KMA82-5 LAMP POST	CHARDONNAY OLD COUNTRY FIELDSTONE	BUCKSKIN TAN

ROOFING: PABCO PREMIER PROFESSIONAL OR EQUIVALENT

STONE: BORAL CULTURED STONE OR EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT





PLANT MATERIALS LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
TREES:				
CER OCC	CERCIS OCCIDENTALIS (STANDARD)	STD. WESTERN REDBUD	15 GA	LOW
FRA RAY	FRAXINUS OXYCARPA 'RAYWOOD'	RAYWOOD ASH	15 GA	MED
LAG NAT	LAGERSTROEMIA 'NATCHEZ' (STD)	STD. CRAPE MYRTLE	15 GA	LOW
SHRUBS:				
ALY HUE	ALYOGYNE HUEGELII	BLUE HIBISCUS	5 GA	LOW
ARC MCM	ARCTOSTAPHYLOS 'HOWARD MCMINN'	MCMINN MANZANITA	5 GA	LOW
CAL LIL	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	5 GA	LOW
FRA EVE	FRANGULA CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GA	LOW
NAN COM	NANDINA 'COMPACTA'	DWARF HEAVENLY BAMBOO	5 GA	LOW
NAN GUL	NANDINA DOMESTICA 'GULF STREAM'	GULF STREAM H. BAMBOO	5 GA	LOW
PIT VAR	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED TOBIRA	5 GA	LOW
RHA CLA	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GA	LOW
RHA JAC	RHAPHIOLEPIS INDICA 'JACK EVANS'	INDIAN HAWTHORN	5 GA	LOW
RHA PIN	RHAPHIOLEPIS INDICA 'PINK DANCER'	INDIAN HAWTHORN	5 GA	LOW
ROS TUS	ROSEMARINUS 'TUSCAN BLUE'	TUSCAN ROSEMARY	5 GA	LOW
TEU COM	TEUCRIUM F. 'COMPACTUM'	COMPACT GERMANDER	5 GA	LOW

(LIST CONTINUED)

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS WATER USE
PERENNIALS & GRASSES:				
ANI BUS	ANIGOTHANTHOS 'BUSH BABY'	KANGAROO PAW	1 GA	LOW
DIE BIC	DIETES BICOLOR	FORNIGHT LILY	1 GA	LOW
LAV STO	LAVANDULA STOECHAS	SPANISH LAVENDER	1 GA	LOW
LOM LON	LOMANDRA LONGIFOLIA 'BREEZE'	CAPE RUSH	1 GA	LOW
PHO DUE	PHORMIUM 'DUET'	DWARF FLAX	1 GA	LOW
PHO DAZ	PHORMIUM 'DAZZLER'	DWARF FLAX	1 GA	LOW
TUL VIO	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GA	LOW

GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM W/ WEATHER-BASE CONTROLLER.
2. ALL PLANTING AREAS RECEIVE A 3" LAYER OF FIRBARK MULCH DRESSING.

SITE AMENITIES:

1. TYPICAL WOOD BARK DRESSING ONLY.
2. TYPICAL CONCRETE PATIO IN REAR YARD.
3. TYPICAL 6 FT. HEIGHT WOOD FENCE, W/ MAN-GATE; SEE DETAIL 3/L2.
4. TYPICAL CONCRETE WALKWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.
5. TYPICAL CONCRETE DRIVEWAYS WITH MEDIUM BROOM FINISH AND CONTROL JOINT SCORING.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

REFER TO SHEET L2 FOR AMENITY DETAILS AND SHEET L3 FOR WELO CALCULATIONS

REVISIONS

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REGISTERED LANDSCAPE ARCHITECT RICHARD STONER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

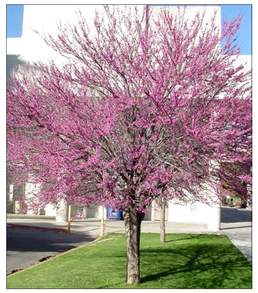
PRELIMINARY
LANDSCAPE PLANS

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE	07–10–18
SCALE	NOTED

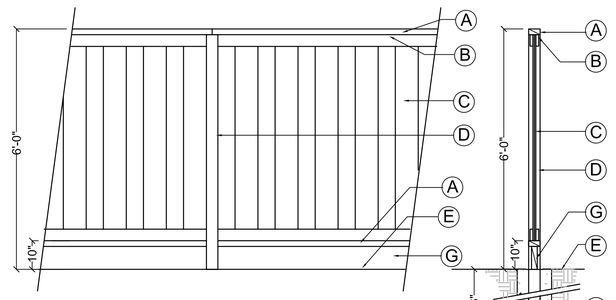
SHEET L1 OF SHEETS

RAYWOOD ASH

NATCHEZ CRAPE MYRTLE



WESTERN REDBUD



DESCRIPTION:
A - 2x4 TOP, BOTTOM AND RAILS (HOLD LEVEL)
B - 1x4 RSDF DOUBLE CLEATS AT RAILS
C - 1x8 RSDF VERTICAL BOARDS, OVERLAP 1"
D - 4x4 PTDF POSTS AT 8 FT. SPACING (MAX).
E - FINISH GRADE
F - 1x2 VERTICAL STAKES SELF-SPACED, W/ 1" NAIL STRIPS
G - 2x8 PTDF KICKER BETWEEN TALL POSTS, EXTEND OVER LOW POSTS
H - 18" DIAMETER x 36" DEEP CONCRETE FOOTING AT POSTS
I - WOOD POSTS EXTEND 3" THRU BOTTOM OF CONCRETE FOOTING INTO 4" DEEP CLEAN SAND BASE

NOTES:
1. ALL POSTS TO BE PRESSURE TREATED DOUGLAS FIR, ALL OTHER WOOD MEMBERS TO BE ROUGH SAWN DOUGLAS FIR.
2. HOLD TOP RAILS LEVEL, STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.
3. ALL METAL FASTENERS SHALL BE GALVANIZED.

1 SOLID WOOD FENCE DETAIL
NO SCALE

REVISIONS

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REGISTERED LANDSCAPE ARCHITECT RICHARD STOVER 3017 Signature Renewal 08/31/19 STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

AMENITY DETAILS AND TREE IMAGES

DESIGNED:	DRAWN:
RS	KD
CHECKED:	JOB NO:
DATE: 07-10-18	
SCALE: NOTED	

SHEET
L2
OF SHEETS

LOT 158 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 158 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	547	202.5925541	5702.6
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	18	11.1111102	312.8
				TOTALS:	565	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,747

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
AVERAGE ETAF	0.38

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	565
SITEWIDE ETAF	0.38

WATER EFFICIENT LANDSCAPE WORKSHEET 158 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1224	453.3332472	12760.4
				TOTALS:	1224	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,760
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,949

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,224
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 158 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1252	463.7036156	13052.3
				TOTALS:	1252	464	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,052
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,383

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	464
TOTAL LANDSCAPE AREA	1,252
SITEWIDE ETAF	0.37

LOT 118 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 118 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1400	518.51842	14595.3
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	1409	524	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,752
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,813

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	524
TOTAL LANDSCAPE AREA	1,409
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 118 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1363	504.8147189	14209.5
				TOTALS:	1363	505	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	14,210
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	21,101

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	505
TOTAL LANDSCAPE AREA	1,363
SITEWIDE ETAF	0.37

LOT 110 WELO CHARTS (A, B & C)

WATER EFFICIENT LANDSCAPE WORKSHEET 110 A

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	562	208.1481086	5859.0
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	9	5.5555551	156.4
				TOTALS:	571	214	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	6,015
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	8,840

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	214
TOTAL LANDSCAPE AREA	571
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 B

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1222	452.5925066	12739.6
				TOTALS:	1222	453	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	12,740
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	18,918

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	453
TOTAL LANDSCAPE AREA	1,222
SITEWIDE ETAF	0.37

WATER EFFICIENT LANDSCAPE WORKSHEET 110 C

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	BUBBLER	0.81	0.3703703	1250	462.962875	13031.5
				TOTALS:	1250	463	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	13,031
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	19,352

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
AVERAGE ETAF	0.37

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	463
TOTAL LANDSCAPE AREA	1,250
SITEWIDE ETAF	0.37

REVISIONS

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Ph: 925.933.2583

LANDSCAPE ARCHITECT · THOMAS BAAK STOVER · 3017 · Signature · REGISTERED LANDSCAPE ARCHITECT · STATE OF CALIFORNIA

ALTURAS AVENUE
LOTS 158, 118 & 110
PITTSBURG, CALIFORNIA

STATE WELO CALCULATIONS

DESIGNED: RS | DRAWN: KD
CHECKED: | JOB NO:
DATE: 07-10-18
SCALE: NOTED

SHEET L3 OF SHEETS

Attachment 7

Applicable General Plan Goals and Policies

110, 118, and 158 Alturas Avenue, AP-18-1328 (DR, TRP)

General Plan Goal/Policy	Analysis
Land Use Element:	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	**Consistent.** The proposed project would be constructed on infill parcels.
2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing.	**Consistent.** The proposed projects would construct small lot single family homes on each infill parcel.
2-P-7: During development review, consider project compatibility with existing surrounding land uses. Ensure that sensitive uses—such as residences, schools, and parks—are not subject to hazardous or unhealthy conditions.	**Consistent.** The project site is in the 'Woodlands Subarea' of the General Plan with a land use designation of 'Medium Density Residential'. The site is adjacent to single family and multifamily residential development consistent with Medium Density Residential. A City park is located across from Lot 158.
2-P-15: Ensure minimum residential densities, in accordance with the ranges stipulated in this Plan.	**Consistent.** The project site is in the 'Woodlands Subarea' of the General Plan with a land use designation of 'Medium Density Residential'. This designation allows for small lot single family residential development at densities ranging from 7 to 14 dwelling units per acre. The project density ranges from 12 – 13.6 dwelling units per acre, and is therefore consistent with the density envisioned for the area.
Planning Subareas: Woodlands	
2-G-27: Support new residential development in locations that do not significantly impact the natural setting.	**Consistent.** The project would be constructed on infill parcels that were previously developed.
Growth Management:	
3-G-1: Manage the City's growth to balance development of housing options and job opportunities, protection of open space and habitat areas, construction of transportation improvements, and preservation of high quality public facilities.	**Consistent.** The project would be developed on infill parcels which would help protect open space and leverage existing infrastructure.
3-G-5: Ensure that new residential, commercial and industrial growth within the Voter-Approved Urban Limit Line pays its share of the costs for the construction of facilities needed to serve that growth.	**Consistent.** The project would be required to pay all building permit and impact fees associated with residential development.
3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	**Consistent.** The project site is in an area with existing infrastructure.

3-P-2: Prior to project approval, ensure that the existing and planned transportation system will have adequate capacity to accommodate new urban development.	**Consistent.** The project site is within walking distance of several bus stops and Lots 110 and 118 are also within one mile of the Pittsburg Center BART Station.
3-P-12: Adopt and update development mitigation programs that collect fees to mitigate transportation impacts to both local and regional transportation facilities.	**Consistent.** The project would be required to pay all building permit and impact fees associated with residential development.
Transportation Element	
7-G-15: Encourage walking as a regular means of transportation for people who live within a half-mile walk of school, work, or routine shopping destinations.	**Consistent.** The project would encourage walking because it is within a half-mile distance of schools, transit, parks, community centers, and commercial areas.
7-P-2: Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation improvements.	**Consistent.** The project would be required to pay all building permit and impact fees associated with residential development.
7-P-34: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	**Consistent.** The project would include walkways separated from vehicular driveways to promote safe access for users.
Resource Conservation Element	
9-G-11: Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.	**Consistent.** The project is expected to have lower rates of VMT (vehicle miles travelled) because they would place higher densities near schools, transit, parks, community centers, and commercial areas.
Public Facilities Element	
11-G-2: Continue to implement water conservation policies to ensure adequate supplies of water in the future.	**Consistent.** The project is required to meet the 2016 California Green Building Standards Code, Part 11. Residential Mandatory Measures Sections 4.303 and 4.304 require water conserving plumbing fixtures and fittings and water efficient landscaping.
11-G-6: Continue reduction and recycling efforts within the City to divert increasingly larger portions of the waste stream from local landfills.	**Consistent.** The project includes outdoor areas which are sized to allow storage of solid waste, recyclable waste, and green waste bins for each dwelling unit.
11-G-7: Manage solid waste so that State diversion goals are met.	
11-P-18: Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	**Consistent.** The project would be required to pay all building permit and impact fees associated with residential development.

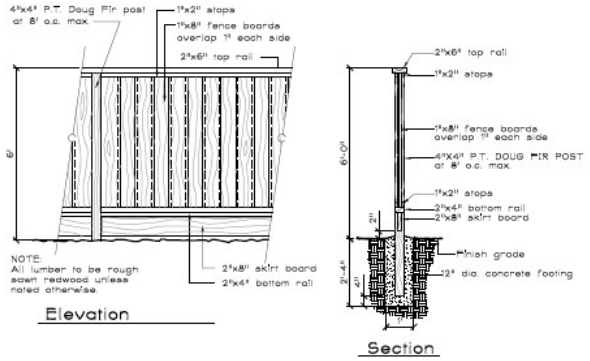
11-P-23: Encourage builders to incorporate interior and exterior storage areas for recyclables into new or remodeled residential, commercial, and industrial structures.	**Consistent.** The project includes outdoor areas which are sized to allow storage of solid waste, recyclable waste, and green waste bins for each dwelling unit.
Noise Element	
12-P-5: Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.	**No conflict.** The project site is not located near significant sources of noise.
Housing Element	
Housing Goal I: Foster development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels.	**Consistent.** The project will increase the opportunities for owner occupied housing.
Housing Goal V: Enhance the visual quality of Pittsburg's residential neighborhoods.	**Consistent.** The project would eliminate three long-standing vacant parcels which contribute toward blighted conditions in the neighborhood.
P-1.4: Support the construction of multi-family housing in close proximity to transit, arterials, shopping, and public services.	**Consistent.** The project site is within a half-mile distance of schools, transit, parks, community centers, and commercial areas.
P-1.6: Meet Pittsburg's fair share regional housing needs [allocation].	**Consistent.** The project would contribute 9 market-rate units towards the City's RHNA.
P-5.1: Enhance the quality and variety of new home designs and home additions to ensure an attractive living environment.	**Consistent.** The project features attractive building designs, landscaping, and other site improvements which would enhance the curb appeal along Alturas Avenue.
P-5.2: Enhance the built environment through citywide landscaping efforts including the installation of street trees that will grow to create a street tree canopy along roadways and sidewalks	**Consistent. E**ach site would be landscaped, including installation of trees. Two street trees would be planted along the project frontage on Alturas Avenue and one tree would be planted along the alleyway.

Attachment 8
Property Development Regulations Table
110, 118, and 158 Alturas Avenue, AP-18-1328 (DR, TRP)

Development Regulations: *Medium Density Residential*	**Requirement:**	**Proposed:**
Max. Density for Zone:	14.52 du/ac	12.0 -13.6 du/ac
Max. Height:	28 ft.	24 ft max
Max. Lot Coverage:	60%	42-45%
Min. Lot area:	3,000 sq. ft.	3050 sq. ft.
Min. Lot Width	30 ft.	35 ft.
Yards:		
Front:	15 ft. min.	15 ft.
Sides:	10% of the lot width (3 ft. min./5 ft. max.)	4.5 ft.
Rear:	10 ft. min.	10 ft.
Min. Residential Parking:	2 spaces/unit including 1 covered	2 covered garage spaces

Attachment 9
Development Review Design Guidelines
110, 118, and 158 Alturas Avenue, AP-18-1328 (DR, TRP)

Design Review Guideline	Meets Guideline?
I.a: Reliefs and architectural treatments should be provided on all building elevations (360 degree architecture), i.e. 2"x4" (wood or styrofoam/stucco) window and door reveal treatment on all building elevations.	**Yes.** All building sides contain similar architectural treatments and articulation.
I.b: Provide concrete and/or tile roof material. Architectural grade composition material may be used if rake treatment is included or roof pitch, greater than 4:12 is used.	**Yes.** The project includes composition shingles on roofs with a 4:12 pitch.
I.c: Each dwelling unit should be provided with complete front yard and corner-side yard xerophytic landscaping and automatic irrigation.	**Yes.** The proposed landscaping meets the standards set forth in PMC Section 18.84.310.
I.d: Required front yards should vary in depth unless otherwise stated for a proposed PD (Planned Development) district.	**Not applicable.** This guideline applies to single family residential subdivisions with more than two buildings adjacent to each other.
I.e: Decorative masonry walls should be provided between all arterial streets and future homes.	**Not applicable.** No masonry walls will be constructed as part of this project.
I.f: Roof slopes should be considered greater than 4:12 unless inappropriate for architectural style (i.e. Ranch Style, etc.).	**Yes.** The project includes composition shingles on roofs with a 4:12 pitch.
I.g: Provide articulated garage doors on all garages.	**Yes.** Garage doors are articulated.
I.h: Garage doors designs should not be duplicated. Not less than four styles should be used in a subdivision.	**Not applicable.** This guideline applies to single family residential subdivisions with more than two buildings adjacent to each other.
I.i: Side-on garages are recommended intermittently through-out the subdivision (70' wide lots or greater).	**Not applicable.** This guideline applies to single family residential subdivisions with more than two buildings adjacent to each other.

I.j: Garage frontage should not occupy more than 60% of allowable lot frontage.	**Yes.** Garage frontage occupies less than 50% of the allowable lot frontage.
I.k: Provide board-onboard fencing on all side yards and rear yards (excluding side yards and rear yards adjacent to major thoroughfares), unless a view corridor is to be maintained.	**Yes.** Six-foot-high wooden fencing has been proposed to enclose all private yard areas.  6' Wood Fence
I.l: The architectural treatments (such as sidings, shingles, window and door trims) established on the front facades of each of the approved house designs shall be carried around to the sides and rear elevations of the buildings, except that masonry veneer treatments at the base of a structure need be carried only partly around the side elevations, to either the adjoining fence line or the closest interior right angle joint.	**Yes.** All building sides contain similar architectural treatments and articulation with stucco window trim on two sides of the homes and shutters on the rear elevations of Plan 2.
Green Building Design Guideline	**Meets Guideline?**
VI. A.1. Roofs should have solar collector or photovoltaic panels unless they create a demonstrable cost burden that is not redeemable over the lifetime of the panels. Solar energy systems may be hot water of any style, or photovoltaic systems in the form of panels, shingles, tile, or other new styles. Solar energy systems should be an option to the homebuyer by the builder.	**Yes.** A condition of approval shall require the developer, as part of the options package for homebuyers, an option offering pre-wiring for solar panels.

Attachment 10

Tree Removal Permit - Factors to be Considered

110, 118, and 158 Alturas Avenue, AP-18-1328 (DR, TRP)

Factors to be Considered	Analysis
PMC 18.84.850(E)(2)	
A. Whether the tree or trees act as host or habitat for plants or animals.	No. The tree does not act as a host for plants or animals. No birds are nesting in this tree.
B. The proximity to, or potential to interfere with, existing utilities or buildings.	**Yes.** The trees' location interferes with the proposed new home site design.
C. The necessity to remove the tree or trees in order to allow economic enjoyment of the property.	**Yes.** The applicants have reviewed the site plan and attempted to make the necessary adjustments but cannot make it work due to the location of the tree.
D. Topography of the land and the effect of removal of the tree or trees on erosion, soil retention, and diversion or increased flow of surface waters.	**No effect**. The lots are flat and the proposed development will prevent erosion of the site.
E. Whether a tree is part of an important grove of trees.	**No.** There are only two trees on the property, of which only one is protected.
F. Whether a tree has particular historical or heritage value.	**No.** The tree is not a native species. The former development on the site had no historical value and was previously demolished.
G. The number, size, and type of replacement trees to be provided.	**Yes.** Consistent with Section 18.84.855 PMC the tree will be replaced with 15 gallon trees at a 12:1 ratio, spread over the three developed lots.
H. The visibility and value of the tree or trees to the neighborhood and the public.	**No.** While the tree is visible from adjacent properties it is not a part of a grove of trees or landscaped feature.
I. The contribution of the tree or trees to the character of the site and the neighborhood.	**No.** While the tree provides shade to the property to the east, the replacement trees which will be planted on three lots will contribute more to the neighborhood.

Attachment 11

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: **September 25, 2018**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

110, 118, &158 Alturas Avenue, AP-18-1328 (DR, TRP).

This is a public hearing on a request for design review approval of plans for the development of three, 9,800 square foot lots, with three single family homes on each lot and related site improvements located at 110, 118, and 158 Alturas Road, and a Tree Removal Permit to remove a protected Chinese Ash tree on Lot 158, in the RM (Medium Density Residential) District, Assessor's Parcel Nos. 087-101-002, 087-101-003, and 087-101-008.

PROJECT PLANNER: Cathy Munneke, (925) 252-4824 or cmunneke@ci.pittsburg.ca.us

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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.

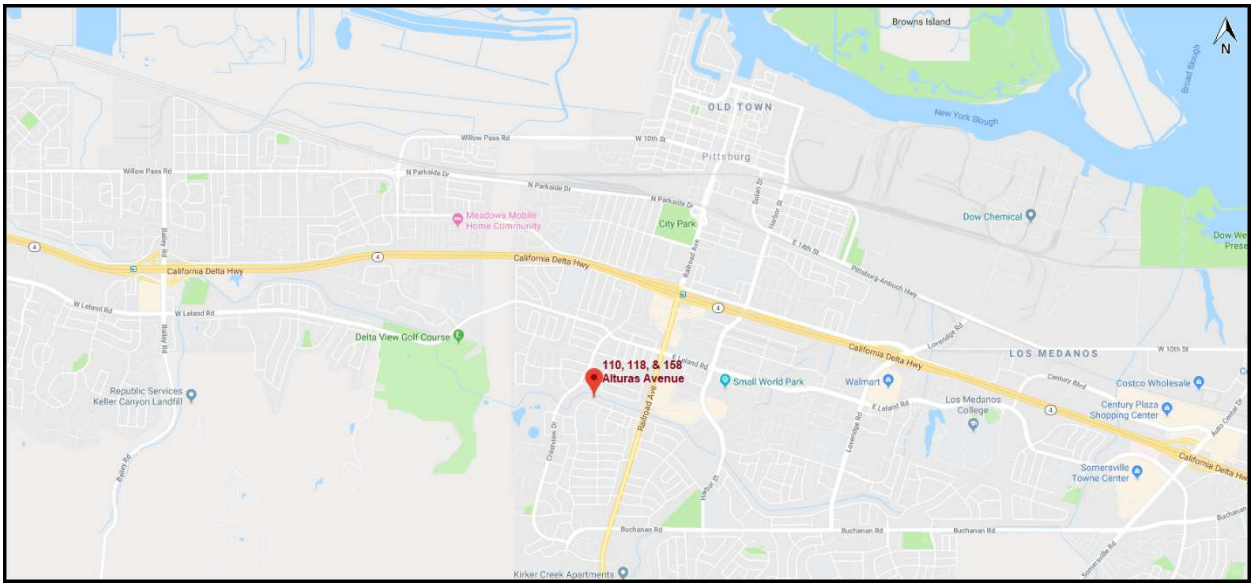
Where can I get more information about this project?
The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner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

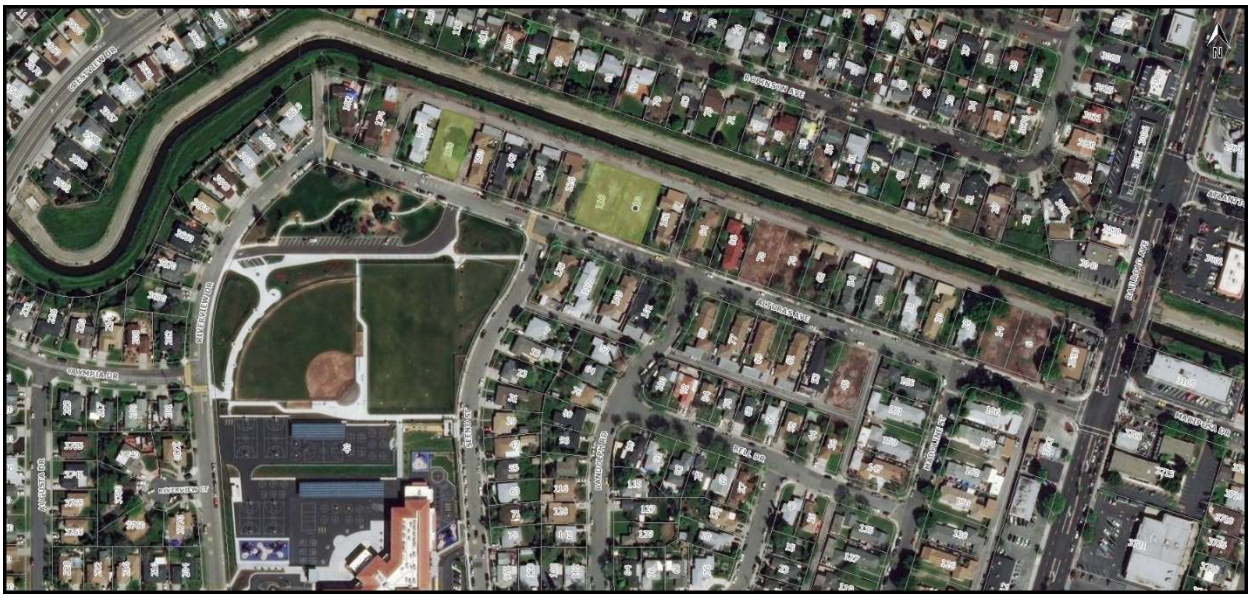
What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public meeting. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public meeting 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 meeting described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public meeting. 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: 110, 118, &158 Alturas Avenue, AP-18-1328 (DR, TRP).
Location: 110, 118, &158 Alturas Avenue,
APNs: 087-101-002, 087-101-003, 087-101-008





City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT

ITEM: **Amendment to the Garaventa Development Agreement, AP-18-1368 (DA).**

ORIGINATED BY: Kish Rajan on behalf of Garaventa Enterprises, Inc., P.O. Box 5397, Concord, CA. 94524

SUBJECT: This is a public hearing on a request for a recommendation for City Council approval of an amendment to the development agreement between Garaventa Enterprises, Inc. and the City of Pittsburg. The proposed amendment would require Garaventa and a third-party developer to construct an office building and a Courtyard by Marriott hotel or equivalent hotel brand on a 5.23-acre site located at the northwest corner of Railroad Avenue and State Route 4. Assessor's Parcel Nos. 086-100-041 and 086-100-040.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No. 10106, recommending City Council adoption of an ordinance approving an amendment to the May 5, 2014, Development Agreement between Garaventa Enterprises, Inc. and the City of Pittsburg as substantially presented in Exhibit A of the resolution.

BACKGROUND:

In June 2007, the Redevelopment Agency of the City of Pittsburg (Agency) adopted Resolution No. 07-1212, directing Agency staff to enter into an Exclusive Negotiating Rights Agreement with Garaventa Enterprises, Inc. (Garaventa) to develop a mid-rise office building referred to as the 'Civic Tower' on a 5.23-acre site located at the northwest corner of Railroad Avenue and State Route 4.

In April 2008, the Council adopted a Mitigated Negative Declaration (MND) and Mitigation and Monitoring Plan (MMP) for the Civic Tower project. The following month, the Planning Commission adopted Resolution No. 9758, granting tentative parcel map and design review approval for the same project.

In October 2009, the Council and the Agency adopted Resolution Nos. 09-11323 and 09-1393, respectively, approving a Disposition and Development Agreement (DDA) between the Agency and Garaventa for the Civic Tower project. The DDA established a set of obligations and a schedule for the developer to construct a three-story office building, a separate full-service restaurant, and related site improvements in exchange for the land.

In June 2011, the California legislature adopted Assembly Bill 26 for the dissolution of redevelopment agencies. DDAs and other agreements to which the Agency was a party

and that were in place at the time of Agency dissolution are considered enforceable obligations that may continue to be enforced through the Successor Agency for the Redevelopment Agency of the City of Pittsburg.

On May 5, 2014, the City Council adopted Ordinance No. 14-1381 approving a ten-year Development Agreement (DA) between the City of Pittsburg and Garaventa (see Attachment 2). The DA obligated Garaventa to construct a three-story, 'Class A' office building ranging between 65,000 and 75,000 square feet in size; a full-service, stand-alone restaurant between 6,000 and 8,000 square feet in size; and related site improvements. In exchange, the City was obligated to make every effort to support the developer in beginning and completing development of the Civic Tower project.

In September 2015, the City received a letter from Garaventa requesting that the 2014 DA be modified to extend the schedule of performance by 12 months and remove the developer's obligation to construct the stand-alone restaurant. The City Manager of the City of Pittsburg approved this request (see Attachment 3) pursuant to the authority established under the 2014 DA. As part of the modification, Garaventa agreed to construct a four-story office building instead of a three-story building.

In August 2016, the City received an email from Garaventa requesting that the 2014 DA be remodified to extend the schedule of performance by an additional 12 months. The City Manager approved this request (see Attachment 4) and Garaventa agreed to construct a four-story office building ranging between 80,000 and 100,000 square feet in size. Garaventa also agreed to lease 5,000 square feet of office space to the City at no cost and provide the City with a tenant improvement allowance of $60 per square foot.

PROJECT DESCRIPTION:

On February 20, 2018, Garaventa met with staff to discuss the process of amending the 2014 DA. The proposed amendment (see Attachment 1, Exhibit A) would require Garaventa to: a) develop an office building on the western half of the site; and b) develop or cause the development of a Courtyard by Marriott or equivalent hotel brand on the eastern half of the site.

The office building would be a three-story, 'Class A' building with consisting of 60,000 square feet of leasable space. Consistent with the DA modification approved in 2016, the City would be leased 5,000 square feet of office space at no cost. Garaventa would provide the City a tenant improvement allowance of $60 per square foot with annual increases based on the regional Consumer Price Index (CPI). The City would be required to pay its pro-rata share of property taxes and Common Area Maintenance (CAM) charges. The Courtyard by Marriott hotel or equivalent hotel brand would be required to include at least 125 rooms, a restaurant-bar, and a conference room. Garaventa would have two years from the earlier date of: a) the issuance of a Certificate of Occupancy for the hotel; or b) January 1, 2020 to determine if it will pursue construction of the office building. If Garaventa does not pursue construction, it will be required to return the office building site to the City.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The Garaventa site is within the 'Railroad' subarea of the General Plan and has a 'Mixed Use' designation. This designation is intended promote higher density housing and other transit-oriented development around the Pittsburg/Bay Point and Pittsburg Center BART stations and parts W. 10th Street and Railroad Avenue corridors. General Plan goals for this subarea include maintaining Railroad Avenue as a destination point for community commercial activities (Goal 2-G-18); encouraging further economic development along the corridor (Goal 2-G-19); and developing a pedestrian-oriented village around the Pittsburg Center BART Station (Goal 2-G-20).

Railroad Avenue Specific Plan: The Railroad Avenue Specific Plan (RASP) was adopted by the City Council in 2009 to implement the goals for the Railroad subarea of the General Plan. The RASP envisions a vibrant, walkable, mixed-use, and transit-oriented activity center around the Pittsburg Center BART Station complete with housing options, neighborhood retail, public amenities, open space, and strong employment uses. Land use policies applicable to the Garaventa site include providing services and amenities that meet the needs of transit riders, residents, employees, and visitors (Policy 3-P-4) and retaining and expanding a variety of employment opportunities by providing a range of land uses near BART (Policy 3-P-9).

Development Agreement: The City Council may approve a development agreement to encourage the efficient, cost-effective, and timely completion of a permit or approval issued by the City. Pursuant to PMC section 18.44.020, the City Council adopted Resolution No. 96-8371 setting forth procedures and requirements for the approval of development agreements. Under these procedures, the Planning Commission is required hold a public hearing to consider the application for a development agreement and may make recommendations to the City Council concerning the application.

Required Findings: Pursuant to Resolution No. 96-8371, the Planning Commission may recommend City Council adoption of an ordinance approving a development agreement if it finds that:

A. the development agreement is consistent with the General Plan and any applicable specific plan; and

B. the development agreement would promote the public health, safety, and general welfare.

Environmental Review: On July 6, 2009, the City Council adopted Resolution No. 09-11250 certifying the Environmental Impact Report (EIR), adopting and approving statements of findings and overriding considerations, and approving a Mitigation Monitoring and Reporting Program (MMRP) for the RASP. The mitigation measures included in the MMRP were subsequently incorporated into the RASP which was adopted by City Council on November 2, 2009, through Ordinance No. 09-1319.

The RASP EIR analyzed the physical impacts of RASP implementation, which includes the Garaventa site. The California Environmental Quality Act (CEQA) provides that after a public agency certifies an EIR, the agency shall consider whether further environmental review is required for a subsequent discretionary decision. CEQA Guidelines Section 15183(a) provides that if the subsequent activities under review "are consistent with the development densities established by existing zoning, community plan or general plan for which an EIR was certified," the agency "shall not prepare additional environmental review, except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or its site…". As discussed in the analysis section below, the proposed amendment to the 2014 DA would require development that is consistent the General Plan and RASP and therefore, additional environmental review is not required under CEQA.

Public Notice: On or before Saturday, September 15, 2018, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the September 25, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; 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 whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

ANALYSIS:

Staff believes that the Commission can make the required findings to recommend City Council adoption of an ordinance approving the proposed amendment to the 2014 DA between Garaventa Enterprises, Inc. and the City of Pittsburg. The proposed amendment is consistent with the General Plan and RASP, in that it would help implement the community's vision for the area within a quarter-mile distance of the Pittsburg Center BART Station as set forth in both plans. The vision is for a vibrant, walkable, mixed-use, transit-oriented activity center complete with housing options, neighborhood retail, public amenities, open space, and strong employment uses. The amendment would help realize this vision by requiring the construction of an employment center including offices and a Courtyard by Marriott hotel or equivalent hotel brand right next to the Pittsburg Center BART Station.

The development required under the proposed amendment to the 2014 DA would also be consistent with commercial development intensity allowed under the RASP. For the area bounded by State Route 4, Railroad Avenue, Civic Avenue, and Davi Avenue, the RASP allows up to 304,400 square feet of commercial development (RASP, Table 3.1). There has been no commercial development approved or constructed in this area since adoption of the RASP in 2009.

The proposed amendment to the 2014 DA would also promote the public health, safety, and general welfare by requiring the construction of two major projects which would

generate considerable property, sales, transient occupancy, and other taxes and fees. These funds would help diversify the City's revenue stream, enhancing its ability to continue providing programs that benefit the community.

ACTION REQUIRED:

Move to adopt Resolution No. 10106, recommending City Council adoption of an ordinance approving an amendment to the May 5, 2014, Development Agreement between Garaventa Enterprises, Inc. and the City of Pittsburg as substantially presented in Exhibit A of the resolution.

ATTACHMENTS:

1. Proposed Resolution 10106
a. Exhibit A – Proposed Amendment to 2014 Development Agreement
2. 2014 Development Agreement
3. 2015 Modification to the Development Agreement
4. 2016 Modification to the Development Agreement
5. Public Hearing Notice

Prepared by: Hector J. Rojas, AICP, Senior Planner

Attachment 1

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of an Amendment to the Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc. Concerning the Development of a 5.23-Acre Site Located at the Northwest Corner of Railroad Avenue and State Route 4, for "Garaventa Development Agreement, AP-18-1368 (DA)."	)	Resolution No. 10106

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On June 4, 2007, the Redevelopment Agency of the City of Pittsburg (Agency) adopted Resolution No. 07-1212, directing Agency staff to enter into an Exclusive Negotiating Rights Agreement (ENRA) with Garaventa Enterprises, Inc. (Garaventa) to develop a mid-rise office building (Civic Tower) on a 5.23-acre site located at the northwest corner of Railroad Avenue and State Route 4. Assessor's Parcel Nos. 086-100-041 and 086-100-040

B. On April 7, 2008, the City Council adopted a Mitigated Negative Declaration (MND) and Mitigation and Monitoring Plan (MMP) for the Civic Tower project.

C. On May 27, 2008, the Planning Commission adopted Resolution No. 9758, granting tentative parcel map and design review approval for the Civic Tower project.

D. On October 27, 2009, the City Council and the Agency adopted Resolution Nos. 09-11323 and 09-1393, respectively, approving a Disposition and Development Agreement (DDA) between the Agency and Garaventa for the Civic Tower project. The DDA established a set of obligations and a schedule for the developer to construct a minimum three-story, Class A office building and full-service restaurant, and related parking and site improvements in exchange for the land.

E. In June 2011, the California legislature adopted Assembly Bill (AB) 26 for the dissolution of redevelopment agencies, which was upheld by a subsequent court decision. DDAs and other agreements to which the Agency was a party and that were in place at the time of Agency dissolution are considered enforceable obligations that may continue to be enforced through the Successor Agency for

the Redevelopment Agency of the City of Pittsburg.

F. On May 5, 2014, the City Council adopted Ordinance No. 14-1381 approving a ten-year Development Agreement (DA) between the City of Pittsburg and Garaventa. The DA obligated Garaventa to construct a minimum three-story, 'Class A' office building between 65,000 and 75,000 square feet in size; a full-service, stand-alone restaurant between 6,000 and 8,000 square feet in size; and related site improvements including but not limited to parking areas for the commercial uses and the Pittsburg Library, a bicycle path along the southern boundary of the site, trash enclosures, utilities, and landscaping. In exchange, the City was obligated to make every effort to support the developer in beginning and consummating development of the Civic Tower project.

G. On September 10, 2015, the City received a letter from Garaventa requesting that the 2014 DA be modified to extend the schedule of performance by 12 months and remove the developer's obligation to construct the stand-alone restaurant. On September 24, 2015, the City Manager of the City of Pittsburg approved this request pursuant to the authority established under Section 12 of the 2014 DA. As part of the modification, Garaventa agreed to construct a minimum four-story office building instead of the three-story building.

H. On August 18, 2016, the City received an email from Garaventa requesting that the 2014 DA be modified again to extend the schedule of performance by an additional 12 months. On September 26, 2016, the City Manager approved this second request and Garaventa agreed to construct an office building with at least four stories and between 80,000 and 100,000 square feet of office space. Garaventa also agreed to lease 5,000 square feet of office to the City at no cost and provide the City with a tenant improvement allowance of $60 per square foot.

I. On February 20,2018 , Garaventa met with staff to discuss the process of amending the 2014 DA. The proposed amendment would obligate the construction an office building and a Courtyard by Marriott hotel or equivalent hotel brand at the site. The office building would be a three-story, 'Class A' building consisting of 60,000 square feet of leasable space. Consistent with the DA modification approved in 2016, the City would be leased 5,000 square feet of office space at no cost. Garaventa would provide the City a tenant improvement allowance of $60 per square foot with annual increases based on the regional Consumer Price Index (CPI). The City would pay its pro-rata share of property taxes and Common Area Maintenance (CAM) charges. The Courtyard by Marriott hotel or equivalent hotel brand would include at least 125 rooms, a restaurant-bar, and a conference room.

J. Pursuant to City Council Resolution No. 96-8371, the Planning Commission must make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

K. The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). On July 6, 2009, the City Council adopted Resolution No. 09-11250 certifying the Environmental Impact Report (EIR), adopting and approving statements of findings and overriding considerations, and approving a Mitigation Monitoring and Reporting Program (MMRP) for the RASP. The mitigation measures included in the MMRP were subsequently incorporated into the RASP which was adopted by City Council on November 2, 2009, through Ordinance No. 09-1319.

The RASP EIR analyzed the physical impacts of RASP implementation, which includes the Garaventa site. The California Environmental Quality Act (CEQA) provides that after a public agency certifies an EIR, the agency shall consider whether further environmental review is required for a subsequent discretionary decision. CEQA Guidelines Section 15183(a) provides that if the subsequent activities under review "are consistent with the development densities established by existing zoning, community plan or general plan for which an EIR was certified," the agency "shall not prepare additional environmental review, except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or its site…". The proposed amendment to the 2014 DA would require development that is consistent the General Plan and RASP and therefore, additional environmental review is not required under CEQA.

L. On or before Saturday, September 15, 2018, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the September 25, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; 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 whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

M. On September 25, 2018, the Planning Commission held a public hearing on Planning Application No. 18-1368 (DA), at which time additional oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, “Amendment to the Garaventa Development Agreement, AP-18-1368 (DA),” dated September 25, 2018, 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 public hearing, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. The proposed amendment to the 2014 DA is consistent with the General Plan and Railroad Avenue Specific Plan (RASP), in that it will help implement the community’s vision for the area within a quarter-mile distance of the Pittsburg Center BART Station as set forth in both plans. The vision is for a vibrant, walkable, mixed-use, transit-oriented activity center with housing options, neighborhood retail, public amenities, open space, and strong employment uses. The amendment will help realize this vision by obligating the construction of an employment center including offices and a Courtyard by Marriott hotel or equivalent hotel brand right next to the Pittsburg Center BART Station.

3. The proposed amendment to the 2014 DA will promote the public health, safety, and general welfare by obligating the construction of major projects which will generate considerable property, sales, transient occupancy, and other taxes and fees. These funds will help diversify the City’s revenue stream, enhancing its ability to continue providing programs that benefit the community.

B. The Staff Report entitled, “Amendment to the Garaventa Development Agreement, AP-18-1368 (DA),” dated September 25, 2018, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance approving an amendment to the May 5, 2014, development agreement between Garaventa Enterprises, Inc. and the City of Pittsburg as substantially presented in Exhibit A of this resolution.

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 September, 2018, 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. 10106 was adopted by the Planning Commission of the City of Pittsburg on September 25, 2018.

_____
KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

RECORDING REQUESTED BY
CITY OF PITTSBURG

(Exempt from Recording Fees Pursuant to Government Code Section 27383 - Benefits City)

AND WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk's Office

SPACE ABOVE THIS LINE FOR RECORDERS USE

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PITTSBURG, A CALIFORNIA MUNICIPAL CORPORATION AND GARAVENTA ENTERPRISES, INC., A CALIFORNIA CORPORATION

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2018, by and between the City of Pittsburg, a California municipal corporation ("City") and Garaventa Enterprises, Inc., a California corporation ("Developer"), pursuant to the authority of California Government Code Sections 65864 through 65869.5. This Agreement shall not become effective unless the following agreements are recorded: 1) this Agreement; 2) a Purchase and Sale Agreement ("PSA") between the Developer and StayCal Pittsburg, LLC, a California limited liability company; 3) an Assignment and Assumption Agreement of the PSA; and 4) an Amended PSA. The date of this Agreement's recording is its effective date ("Effective Date.")

RECITALS:

A. To strengthen the public planning process, to encourage private participation in comprehensive planning and to reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code (the "Development Agreement Statutes").

B. The Development Agreement Statutes authorize the City to enter into a property development agreement with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property.

C. This Agreement is voluntarily entered into in consideration of the benefits to and the rights and obligations of the parties on the basis of the facts cited herein, on the understanding and intentions of the parties and in reliance upon the various representations and warranties contained herein.

D. Developer is organized under the laws of the State of California and is in good standing thereunder.

E. Developer and the Redevelopment Agency of the City of Pittsburg (the "Redevelopment Agency") entered into that certain Disposition and Development Agreement (the "DDA") dated November 2, 2009, for the transfer of certain property by the Redevelopment Agency to Developer for development of certain improvements.

F. Subsequent to execution of the DDA, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld, Assembly Bill x1 26 ("AB 26" and as further modified by AB 1484, the "Dissolution Law").

G. Pursuant to the Dissolution Law, the Redevelopment Agency was dissolved effective February 1, 2012, and the authority, rights, powers, duties and obligations previously vested with the former Redevelopment Agency vested in the Successor Agency to the Redevelopment Agency (the "Successor Agency"), including the right to enforce "enforceable obligations," as defined in the Dissolution Law.

H. The DDA is an "enforceable obligation" under the Dissolution Law.

I. Pursuant to the DDA, the Successor Agency transferred to, and the Developer owns in fee, those certain parcels of land more specifically known as Parcel Map Waiver 14-06, Parcel 1 and Parcel Map Waiver 14-06, Parcel 2, and subject to certain utility easements, hereafter collectively referenced as "the Project Site," as more particularly described in Exhibits A-1 and A-2, attached to this Agreement and incorporated herein by this reference.

J. The Project Site is now known as County Assessor's Parcel Numbers 086-100-040 and 086-100-041, as shown on Exhibit A-3

K. Developer has completed and recorded a lot line adjustment on [INSERT DATE], affecting County Assessor's Parcel Numbers 086-100-040 and 086-100-041, as shown on Exhibit A-4

L. Developer intends to develop a portion of the Project Site with a Class A office tower as more fully detailed in Exhibit B, attached to this Agreement and incorporated herein by this reference (the "Project" or "Scope of Development").

M. Pursuant to Section 34173(i) of the Dissolution Law, at the request of the City, land use related plans and functions are automatically transferred to the City, provided that the City shall not take any action that would increase the amount of obligated property tax (formerly tax increment) necessary to fulfill any existing enforceable obligation.

N. The City has requested, and the Successor Agency has agreed, to

transfer the land use related plans and functions related to the Project under the DDA to the City.

O. The Project Site is located in the City and consists of a total of approximately 5.23 acres of land.

P. The General Plan designates the Project Site as a Mixed Use District.

Q. Effective May 5, 2014, Garaventa Enterprises, Inc. and City entered into a Development Agreement (recorded December 9, 2015) for the Project (the "2014 Agreement"). Also in 2014, Developer executed and delivered to City a Performance Deed of Trust (the “Deed of Trust”), a recorded copy of which is attached hereto as Exhibit E and incorporated herein, to secure Developer’s obligation to perform under the 2014 Agreement. The 2014 Agreement was amended by three minor letter amendments: September 24, 2015 (revising schedule of performance), September 26, 2016 (revising schedule of performance and modifying project requirements), and April 23, 2018 (revising schedule of performance).

R. The purpose of this amended and restated Agreement is to reflect certain changes to the 2014 Agreement relating to Exhibit B and the Project Description therein, as to the size of the proposed office building, , funding of certain project improvements, and related timing of the Project. The parties also wish to clarify and revise certain provisions of the 2014 Agreement., .

S. This Agreement constitutes a "major amendment" as that term is defined in Section 8.01 below.

T. This Agreement was considered by the City at duly noticed public hearing in accordance with the Development Agreement Statutes and the City Enacting Ordinance.

U. For the reasons recited herein, the City has determined that the Project is a development for which this Agreement is appropriate under the Development Agreement Statutes and City Enacting Resolution.

V. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project Site, assuring progressive installation of necessary improvements, providing public services appropriate to each stage of development of the Project Site, ensuring attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieving the goals and purposes of the Development Agreement Statutes.

W. In exchange for the benefits to City, contained herein, City has taken or will take all actions required so that Developer may begin and consummate development of the Project, including the approval, adoption or issuance of necessary development permits, and the future ministerial approval of building plans and

ministerial issuance of final maps, appropriate building permits, lot line adjustments, and other necessary or desired approvals and entitlements which are consistent with the development of the Project (collectively, the "Ministerial Approvals").

X. In exchange for the benefits to City, Developer desires to receive the assurance that Developer may proceed with the Project in accordance with the City's land use ordinances, as they may presently exist or as modified as part of the City's review and approval of the Project, subject to the terms and conditions contained in this Agreement, and to secure the benefits afforded Developer by Government Code Section 65865.3.

Y. As set forth herein, the City's approval of this Agreement complies with CEQA.

Z. It is the intent of the parties that all acts referenced in this Agreement shall be accomplished in such a way as to fully comply with CEQA, the Development Agreement Statutes, the City Enacting Resolution and applicable law.

aa. The terms of this Agreement support the vital and best interests of the City by ensuring the development of the Project which will provide additional sales tax, use tax, property tax, franchise fees, project supervision fees, and other revenue for the City.

bb. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The parties acknowledge that, in reliance on the agreements, representations and warranties contained herein, Developer shall take certain actions, including making substantial investments and expenditures of monies, relative to the Project Site and the development thereof.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statutes, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

AGREEMENT:

SECTION 1. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) there is a certain authority under the police power to address public health and safety concerns that cannot be legally relinquished or

restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder.

SECTION 2. GENERAL PROVISIONS.

2.01 Property Description. The legal description of the Project Site is specifically set forth on Exhibits A-1, A-2, A-3, and A-4, attached hereto and made a part hereof.

2.02 Location of Project Site. The Project Site is located in the City and consists of a total of approximately 5.23 acres.

2.03 Effective Date. This Agreement shall be binding as to Developer upon Developer's execution hereof, with an effective date ("Effective Date") as of the effective date of the Ordinance adopting the Agreement.

2.04 Term. The term of this Agreement shall commence upon the Effective Date and shall extend ten (10) years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual, written consent of the parties. The parties agree that the term of this Agreement is necessary to permit the orderly and planned development of the Project.

2.05 Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

2.06 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

2.07 Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

2.08 Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

2.09 Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California.

2.10 Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns.

2.11 Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

SECTION 3. DEFINITIONS.

Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

3.01 Applicable Land Use Approvals. The City and any other governmental permits and approvals necessary to construct the Improvements including but not limited to overall design and architectural review, and, as applicable, approval of a Tentative Map and Subdivision Map pursuant to Government Code Section 66410 et seq., but excluding building, grading or other ministerial construction permits.

3.02 Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein.

3.03 Bankruptcy/Insolvency Event. Means any of the following:

(1) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period will apply under this subsection; or the Developer shall have admitted

in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(2) Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to sooner sale pursuant to such sequestration, attachment or execution.

(3) Suspension; Termination. The Developer shall have voluntarily suspended its business or fails to maintain its good standing.

3.04 Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, sign, and fire codes.

3.05 Business Day. A day the City is open for business.

3.06 CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, et seq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, et seq.), as each is amended from time to time.

3.07 Certificate of Completion. A certificate that shall be a conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements are complete.

3.08 City. City of Pittsburg, County of Contra Costa, State of California.

3.09 Conceptual Development Documents. The documentary expression of the preliminary design concepts for the Improvements which shall include both (1) preliminary site plan and elevations, and (2) a detailed narrative. The Conceptual Development Documents shall address the footprint and general location of the Improvements and the applicable parking improvements on the Project Site, the number of buildings and the height, size, bulk and number of stories of each building, the interior layout, the mix of proposed uses by square footage on each floor, the style and quality of architectural treatment, the materials used on the exterior of the Improvements, the access and pedestrian and traffic circulation features (including location and methods of ingress and egress), the preliminary façade treatment, an all other relevant design factors.

3.10 Construction Contracts. Collectively, all the contracts between the Developer and any general contractor(s) covering the construction of any portion of the Improvements.

3.11 Control. Shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the board of directors in the case of a corporation.

3.12 Developer. Garaventa Enterprises, Inc., and any successor or assignee to its rights under this Agreement to the extent permitted by this Agreement.

3.13 Developer Deposit. The good faith deposit provided by the Developer in the amount of One Hundred Thousand Dollars ($100,000), and any interest that is earned on the Developer Deposit.

3.14 Developer Event of Default. A list of possible Developer defaults listed in Section 11.03.

3.15 Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

3.16 Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

3.17 Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development.

3.18 Effective Date. The date set forth above.

3.19 Enacting Ordinance. Ordinance No. _____ enacted by the City Council on _____, approving this Agreement.

3.20 Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement.

3.21 Existing Rules. The rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of

use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site as in force on the effective date of this Agreement.

3.22 Financing Proposal. The Developer's proposed financing for the Development.

3.23 Final Construction Plans. The Final Construction Plans as defined in Section 6.09 of this Agreement.

3.24 Financing Plan. The meaning given in Section 6.10.

3.25 General Plan. The City of Pittsburg General Plan as adopted by the City Council.

3.26 Hotel Building. The hotel building consisting of at least 125 rooms and branded as a Courtyard by Marriott or equivalent hotel brand.

3.27 Improvements. Collectively: (i) the Office Building Improvements, (ii) related on-site improvements, including but not limited to, all applicable required on-site parking, sidewalks, storm drains, sanitary sewers, utility connections, public plazas, common area landscaping, and related improvements, and (iii) any off-site public improvements required pursuant to the Applicable Land Use Approvals, including but not limited to the improvements and/or related obligations set forth in Section 6.19 (13)..

3.28 Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.

3.29 Manager. City Manager for the City of Pittsburg.

3.30 Mitigated Negative Declaration. The mitigated negative declaration approved by the City on April 7, 2008, as amended.

3.31 Office Building. The office building consisting of no less than three (3) stories and no less than sixty thousand (60,000) square feet (all subject to Applicable Land Use Approvals). As more particularly described in the Scope of Development, the Office Building shall be constructed, and thereafter operated as a "Class A" office building.

3.32 Office Building Improvements. Collectively, the Office Building and the related on-site improvements, including but not limited to no less than two hundred forty (240) parking stalls (subject to Applicable Land Use Approvals, which, among other things, shall require no less than two (2) parking stalls, adjacent to the existing library building, to be dedicated as "handicapped" parking for such library), on-site hardscape, sidewalks, and landscaping improvements to be located on the Project Site.

3.33 Parties. The City and the Developer. "Party" means either the City or the Developer.

3.34 Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

3.35 Project. The Project shall consist of a Class A office tower, located in Pittsburg, California, as more particularly described in Exhibit B.

3.36 Project Site. That real property described in Exhibit A, attached hereto and incorporated herein.

3.37 Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City.

3.38 Schedule of Performance. The summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the development of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit C.

3.39 Scope of Development. The description of the basic physical characteristics of the Improvements, including a basic site plan that will serve as a basis for the Developer's application for the Applicable Land Use Approvals. The Scope of Development, sometimes referred herein as “Project”, is attached to this Agreement as Exhibit B.

3.40 Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement.

SECTION 4. GENERAL DEVELOPMENT OF THE PROPERTY.

4.01 Project. The Project is further defined and described in the Project

Description and Scope of Development, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, Developer shall timely seek and obtain City review and approval.

4.02 General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement. Developer's development of the Project Site, shall be subject to City's building standards, Design Review process, and applicable rules and regulations.

4.03 Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include an office tower, parking lot, and related facilities, subject to the following:

(1) CEQA. On July 6, 2009, the City Council adopted Resolution No. 09-11250 certifying the Environmental Impact Report (EIR), adopting and approving statements of findings and overriding considerations, and approving a Mitigation Monitoring and Reporting Program (MMRP) for the Railroad Avenue Specific Plan (RASP). The mitigation measures included in the MMRP were subsequently incorporated into the RASP which was adopted by City Council on November 2, 2009, through Ordinance No. 09-1319. The RASP EIR analyzed the physical impacts of RASP implementation, which includes the Project Site. The California Environmental Quality Act (CEQA) provides that after a public agency certifies an EIR, the agency shall consider whether further environmental review is required for a subsequent discretionary decision. CEQA Guidelines Section 15183(a) provides that if the subsequent activities under review “are consistent with the development densities established by existing zoning, community plan or general plan for which an EIR was certified,” the agency “shall not prepare additional environmental review, except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or its site…”. This Agreement would require development that is consistent the General Plan and RASP and therefore, additional environmental review is not required under CEQA.

(2) Other Uses. Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations.

4.04 Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of any Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Approvals consistent with this Agreement.

4.05 Vested Right to Develop; Applicable Rules. Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits. Developer shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations.

4.06 Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of Developer's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City Official whom the City Council may designate, such new standards shall become applicable to the Project Site.

4.07 Application of New Rules Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies.

4.08 Future Public Financings. The City retains the discretion, subject to applicable law, to impose upon the Project Site taxes and/or assessments, or increases in such, when imposed on other similar, but not necessarily all, properties within the City.

4.09 Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are

specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5.

SECTION 5. PERIODIC REVIEW.

City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement.

5.01 Annual Review. City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

5.02 Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures.

5.03 Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.

5.04 Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement.

5.05 Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require.

5.06 Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by Developer. Upon written request by the City, Developer shall pay the City Ten Thousand Dollars ($10,000) per review to cover the City's costs. At the completion of the review, City shall request additional funds should a shortfall exist. Failure, if any, by Developer to pay the monies shall be grounds for declaring Developer to be in default of this Agreement and/or in noncompliance thereof.

SECTION 6. OBLIGATIONS OF DEVELOPER.

6.01 General Obligations. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area.

6.02 Nexus Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny

equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

6.03 Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.

6.04 Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.

6.05 Developer Deposit. Developer previously delivered to the City the Developer Deposit in the amount of One Hundred Thousand Dollars ($100,000). The City may elect to hold the Developer Deposit in an interest-bearing account. Any interest accrued by the Developer Deposit will be returned to the Developer upon issuance of a Certificate of Completion unless subject to Section 6.18.

Upon termination of this Agreement after a Developer Event of Default, the City shall be entitled to the entirety of the Developer Deposit as provided in Section 11.

At the issuance of a Certificate of Completion for the office building, any funds remaining from the Developer Deposit shall be returned to the Developer.

6.06 Overall Timing for Development of Project Site. Developer shall have up to two years from the earlier of (a) the date that the hotel proposed for the Hotel Site receives a certificate of occupancy or (b) January 1, 2020, in which to determine whether to develop the Office Site with an office building, consistent with the terms and conditions hereof. If Developer determines to develop the Office Site with an office building, then Developer shall provide written notice to the City Manager, with a copy to the City Attorney, of such determination and comply with the timeframes set forth in Sections 6.07-6.23. If Developer provides notice to the City Manager and City Attorney that Developer does not intend to develop the Office Site with an office building, or provides no notice, by the specified date, then Developer shall return ownership of the Office Site to the City, whether by grant deed or automatic reverter, at the City's sole option. Upon such reversion and vesting of title of the Office Site with the City, the City shall return the entirety of the $100,000 Developer Deposit. In addition, if the Developer does not pursue development of the Office Site, as set forth herein, any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04 and pursuant to such provisions herein which would specifically survive in the situation of termination of this Agreement.

(1) The office building shall include not less than sixty thousand (60,000) square feet of office space.

(2) City shall be entitled to 5,000 (five thousand) square feet of office space in the office building, plus $60 per square foot allowance for tenant improvements, increased annually, as of July 1, 2019, by the Consumer Price Index for the San Francisco Bay Area region; both at no cost to the City. City will pay its pro rata share of common area maintenance fees and taxes.

(3) Should Developer develop the Office Site with an urgent care facility or a project that the City, in its sole discretion, deems consistent with the City goals and direction for the Office Site, the City will be willing to negotiate a reduction in its 5,000 square feet of space.

6.07 Conceptual Development Documents. No later than the date set forth in the Schedule of Performance, the Developer shall submit the Conceptual Development Documents for the Office Building and Office Building Improvements to the City for the City's review and approval. The City shall approve or disapprove the Conceptual Development Documents within sixty (60) days following submission, and, if not approved or disapproved within such sixty (60) day period, the Conceptual Development Documents shall be deemed approved. The City shall approve the Conceptual Development Documents if they are substantially consistent with the description of the Improvements set forth in the Scope of Development. If the City disapproves the submission, the City shall specify in writing the reasons for disapproval. Within sixty (60) days following notice of disapproval from the City, the Developer shall thereafter revise the Conceptual Development Documents so as to remove the reasons for disapproval and submit those revised Conceptual Development Documents to the City for approval. The City shall approve or disapprove the revised Conceptual Development Documents within sixty (60) days following submission, and if not disapproved within that sixty (60) day period, the revised Conceptual Development Documents shall be deemed approved. The process for revision and review shall be repeated until the City has approved the Conceptual Development Documents; provided, however that if the City's approval of the Conceptual Development Documents for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to Section 11.02.

The Developer acknowledges that the City's right to review and approve the proposed Conceptual Development Documents are in addition to, and shall not be limited by, the City's obligation, if any, to review the Developer's proposed Conceptual Development Documents for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's commercially reasonable requested changes or modifications to the proposed Conceptual Development Documents (even in the event that such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building division).

6.08 Application for Applicable Land Use Approvals. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City and any other relevant government agency for the Applicable Land Use Approvals for the Office Building and Office Building Improvements. All applications shall conform to the description of the Improvements set forth in Scope of Development, unless a variation has been previously approved by the City in writing. The applications shall include architectural elevations, and such other information as the City or relevant government agency may require. No later than the date set forth in the Schedule of Performance, the Developer shall have taken the steps necessary to obtain the Applicable Land Use Approvals.

6.09 Construction Plans. The Developer shall prepare construction plans for the construction of the Office Building and the Office Building Improvements for the City's review and approval. The final construction plans for the Office Building and Office Building Improvements submitted by the Developer for City approval shall consist of all construction documentation upon which the Developer and its contractors shall rely in building the Improvements. Such construction plans shall include (without limitation) final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"). The construction plans shall be based upon the City approved Conceptual Development Documents and the Applicable Land Use Approvals and shall not materially deviate therefrom without the written consent of the City Manager.

No later than the date set forth in the Schedule of Performance, the Developer shall complete and submit to the City the final construction plans for City review and approval. The City Engineer shall have forty-five (45) days from the date of the City's receipt of such constructions plans to either approve or disapprove the construction plans, and if not disapproved within that forty-five (45) day period, the submitted plans shall be deemed approved. If the City Engineer disapproves the construction plans, the City Engineer shall specify in writing the reasons for disapproval. Within thirty (30) days following notice of disapproval, the Developer shall thereafter revise the construction plans so as to remove the reasons for disapproval and submit those revised construction plans to the City for approval. The City Engineer shall approve or disapprove the revised plans within thirty (30) days following submission, and if not disapproved within that thirty (30) day period, the revised plans shall be deemed approved. The process for revision and review shall be repeated until the City Engineer has approved the construction plans; provided, however that if the City Engineer's approval of the construction plans for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to 11.03. The Developer acknowledges that the City's right to review and approve the proposed construction plans are in addition to, and shall not be limited by, the City's obligation to review the Developer's proposed construction plans for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's reasonably requested changes or modifications to the proposed construction plans (even in the event that

such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building department).

As approved, these construction plans for the applicable component of the Improvements shall be referred to as the "Final Construction Plans".

6.10 Financing Plan. No later than the date set forth in the Schedule of Performance, the Developer shall submit for City approval evidence to the City Manager's satisfaction of the availability of the funds necessary to develop the Office Building and Office Building Improvements as set forth below (the "Financing Plan").

(1) Third-Party Financing. In the event the Developer intends to utilize any third-party financing, then the Financing Plan shall include:

(a) An estimate of the Developer's sources and uses, including a cost breakdown for costs of constructing the Improvements. The sources and uses shall include all assumptions for all debt and equity financing, shall show the timing of uses of each source of financing, and shall break down which expenses each source of financing is funding consistent with the terms of this Agreement. The sources and uses shall detail the amount of the development fee, and shall provide a proposed schedule of payments of the development fee based on performance milestones as to be mutually agreed to by the Developer and the City;

(b) A copy of a commitment to execute a construction contract(s) containing a guaranteed maximum cost for construction of the Improvements, which specifies the expected guaranteed maximum cost;

(c) A description of any joint ventures, limited liability companies or partnerships the Developer proposes to enter into in order to provide funds for construction of any component of the Improvements and acquisition of the Project Site including copies of the proposed joint venture, operating or partnership agreements; (provided, however, City approval of a financing plan does not constitute approval of any proposed joint venture which shall be subject to Section 9);

(d) A copy of the commitment or commitments obtained by the Developer for loans to assist in financing the construction of the Improvements certified by the Developer to be a true and correct copy or copies thereof; and

(e) A certified financial statement or other financial statement in such form reasonably satisfactory to the City evidencing other sources of capital sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between costs of development and construction of the Improvements and acquisition of the Project Site and the amount available to the Developer from external sources.

(2) Developer Financing. In the event the Developer intends to finance the development of the Development with the Developer's own funds, and will not utilize any third-party financing, then the Financing Plan shall consist of a letter from a reputable financial institution, reasonably acceptable to the City, stating that the Developer has currently available funds or assets to pay for all costs necessary for the development of the Development, substantially in the form attached as Exhibit D. The Developer hereby authorizes the City to contact the financial institution providing such documentation to the City to verify, or otherwise confirm, the Developer's ability to develop the Development and the Developer hereby agrees to provide such additional documentation and execute such additional agreements necessary for the City to determine the Developer's financial condition with the Developer's financial institution. To the extent permitted under applicable law, the City shall keep any financial information obtained confidential.

(3) City Review of Financing Plan. Upon receipt by the City of the proposed Financing Plan, the City shall promptly review the Financing Plan and shall approve or disapprove it within thirty (30) days after submission if it conforms to the provisions of this Agreement. The City's review of the Financing Plan shall be limited to (i) determining if the contemplated financing will be reasonably available, (ii) determining if the financing contemplated in the Financing Plan would provide sufficient funds to undertake and complete the development and construction of the Improvements, and (iii) determining if the Financing Plan is consistent with the terms of this Agreement.

If the Financing Plan is not approved by the City, the City shall notify the Developer in writing of the reasons therefor. The Developer shall thereafter resubmit a revised Financing Plan to the City for its approval within fifteen (15) days after the City's notification of disapproval. The City will either approve or disapprove the revised Financing Plan within thirty (30) days after resubmission by the Developer, and if disapproved, this Agreement may be terminated pursuant to Section 11 below.

The Parties agree that notwithstanding the time requirements set forth in this Section for submission and resubmission to the City by the Developer of a proposed Financing Plan and review and approval of the Financing Plan by the City, the Developer is responsible for assuring that a Financing Plan, in approvable form, is submitted to the City in a timely manner such that the City may have the time permitted by this Section to review and approve a Financing Plan no later than the date set forth in the Schedule of Performance. In the event that the Developer desires to redevelop the Project Site in phases, then, as a condition, the City may require the Developer to submit an updated Financing Plan for the applicable component of the Improvements subject to the requirements of this Section.

Prior to the recordation of the Certificate of Completion for all components of the Improvements, any material change, modification, revision or alteration of the approved Financing Plan must first be submitted to and approved by the City for conformity to the provisions of this Agreement. If not so approved, the approved Financing Plan shall continue to control.

6.11 Building Permits. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City, and thereafter diligently pursue and obtain building and construction permits for construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance. In the event that the Developer is unable to obtain the building permits by such dates, then such failure shall constitute a Developer Event of Default pursuant to Section 11.03.

6.12 Construction Contracts. The Developer shall enter into Construction Contracts only with licensed contractors having the reputation, experience, skill and financial capability and qualifications for serving as a contractor on first-class construction projects of similar magnitude in Northern California. The contracts shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Final Construction Plans and the Financing Plan.

Within five (5) Business Days following the issuance of the Building Permits for any component of the Office Building and Office Building Improvements, the Developer shall submit a copy of each proposed Construction Contract(s) for such component to the City Manager or his or her designee, for the sole and limited purposes of determining: (i) that the amount of the cost of work is consistent with the amount set forth in the approved Financing Plan, if applicable, for such work; (ii) that the proposed contractor is a reputable licensed contractor; and (iii) that the covenants as to Equal Opportunity in Construction and Prevailing Wages set forth in Section 6.18 of this Agreement have been met.

Unless the City Manager, or a designee, notifies the Developer in writing within ten (10) days after submitting the contract(s) that the contract has been disapproved because it does not meet the requirements of this Section 6.12, it shall be deemed approved. The Developer shall not rely on the City's approval of the Construction Contract(s) as a representation regarding the enforceability or business advantage of the Construction Contract(s). City approval shall merely constitute satisfaction of the condition set forth in this Section 6.11.

6.13 Payment and Performance Bonds. No later than the date set forth in the Schedule of Performance, the Developer shall deliver to the City forms of one (1) labor and material bond and one (1) performance bond for the Improvements issued by a reputable insurance company licensed to do business in California and reasonably acceptable to the City Manager and City Attorney, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Improvements for the City's review and approval. The bonds shall name the City as co-obligee. Upon receipt by the City of the proposed payment and performance bonds, the City shall promptly review such bonds and approve them within ten (10) days if they satisfy the criteria set forth above, and include any other modification reasonably requested by the City. If the payment and performance bonds are not approved by the City, the City shall

set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit revised payment and performance bonds for City approval, which approval shall be granted or denied in ten (10) days in accordance with the criteria and procedures set forth above. Failure of the City to respond within the ten (10)-day period(s) set forth above shall be deemed approval by the City.

Prior to construction, the Developer shall deliver to the City copies of actually issued bonds substantially identical to the forms previously delivered to, and approved by, the City. The Developer may elect to satisfy the obligation set forth in this Section by delivering bonds which name the Developer's general contractor(s), and not the Developer, as the principal. If such bonds are not received within the time set forth above, this Agreement may be terminated by the City pursuant to Section 11.

6.14 Insurance. Within ten (10) days following the satisfaction of all conditions to issuance of a building permit for the Office Building Improvements, the Developer shall submit to the City evidence satisfactory to the City that the insurance requirements of Section 19 of this Agreement have been satisfied.

6.15 Parcel Map; Reconfiguration of Site. Developer has completed and recorded a lot line adjustment affecting the existing parcels as shown in Exhibit A-4.

6.16 Evidence of Availability of Funds. All financing necessary to construct the applicable component of the Office Building or Office Building Improvements, as approved by the City in the Financing Plan, shall be closed by the Developer prior to, or simultaneously with, the start of construction of the Office Building or Office Building Improvements.

6.17 Organizational Documents; Resolutions. Prior to construction of the Office Building or Office Building Improvements, the Developer shall deliver to the City a copy of the Developer's complete organizational documents, a certificate of good standing from the California Secretary of State (dated no more than thirty (30) days prior to construction of the Office Building or Office Building Improvements), and a corporate resolution authorizing the execution of this Agreement.

6.18 Additional Conditions Related to Hotel Development. Developer agrees to cooperate with the City's efforts relating to development of a hotel on the Project Site. :

6.19 Construction of the Improvements.

(1) Commencement of Construction. Subject to extension of time for enforced delay pursuant to Section 10.01 or any delay caused solely by the City, the Developer shall commence construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance.

(2) Completion of the Construction of the Improvements. Subject to extension of time for enforced delay pursuant to Section 10.01 below, the Developer shall diligently prosecute to completion the construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance.

(3) Payment of Construction Costs. The Developer shall be solely responsible for all costs associated with the construction of the Office Building and Office Building Improvements in accordance with this Agreement and the Final Construction Plans.

(4) Construction Pursuant to Plans. Unless modified by operation of this Section, all work of construction and development of the Office Building and Office Building Improvements therein shall be done in accordance with the approved Final Construction Plans.

(5) Material Change in Plans. The Developer shall construct the Office Building and Office Building Improvements in accordance with the Final Construction Plans and the Applicable Land Use Approvals set forth in Section 6.08. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the approved Final Construction Plans. A written change order authorized by the City must be obtained before any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the approved Final Construction Plans.

If the City does not approve or disapprove a proposed change order within five (5) Business Days after receipt, then the change order shall be deemed authorized. Consent to any additions, changes, or deletions to the work shall not relieve or release the Developer from any other obligations under this Agreement. No change order shall be implemented by the Developer or the general contractor without the prior written approval of the City; provided, however, that a change order necessitated by an emergency construction situation, such as unexpected soils conditions or any emergency engendering health, life or property, may be made without City consent, so long as the Developer provides the City with immediate notification by telephone or fax, and provides the City with the reason for and cost of such emergency change order.

(6) Progress Reports. Until the completion of construction of all of the Office Building and Office Building Improvements evidenced by the City's issuance of the Certificate of Completion for the Improvements, the Developer shall provide quarterly written reports regarding construction progress in such detail as the City may reasonably require.

(7) Equal Opportunity. During the construction of the Office Building and Office Building Improvements there shall be no discrimination on the basis of race, color, creed, age, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the

construction work. The Developer and its contractors, employees and agents shall comply with all state laws, including all equal opportunity and fair employment law and regulations applicable to the Improvements. Moreover, the Developer, by and through its construction contractor(s), shall give preference, to the extent practicable, for employment to those individuals residing within the geographical area governed by the City.

(8) Prevailing Wages. The Developer shall, and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Office Building and Office Building Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 et seq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 et seq., and the implementing regulations of the DIR. The Developer shall, and shall cause the contractor and subcontractors to, keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and immediately upon request shall deliver certified payrolls in compliance with Labor Code Sections 1720 et seq. to the City. The Developer's failure to deliver, or cause the delivery of, such certified payrolls to the City in accordance with this Section 6.18 shall constitute a Developer Event of Default. Copies of the currently applicable per diem prevailing wages are available from the DIR. During the construction of the Office Building and Office Building Improvements, the Developer shall or shall cause the contractor to post at the Project Site the applicable prevailing rates of per diem wages. The Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and the implementing regulations of the DIR in connection with construction of the Improvements, or any other work undertaken or in connection with the Project Site. The obligations set forth in this Section 6.18 shall apply to the construction of the Office Building and Office Building Improvements and the initial construction of all tenant improvements within all portions of the Office Building and Office Building Improvements. Following the construction of the initial tenant improvements within all portions of the Office Building and Office Building Improvements, the obligations set forth herein shall terminate; provided, however, the Developer's indemnity obligation shall remain in effect and shall survive the termination or expiration of this Agreement.

(9) Development In Compliance With Law. The Developer shall cause all construction to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and

regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the applicable portion of the Project Site.

(10) Construction Responsibilities. The Developer shall coordinate and schedule the construction work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement. At all times during the construction of the Development, the Developer shall provide vehicular and pedestrian access to the public library adjacent to the Project Site; provided, however, the Developer may change the specific access to such library, during the course of construction of the Office Building and Office Building Improvements, in accordance with the Applicable Land Use Approvals and/or the Building Permit. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the construction of the Office Building and Office Building Improvements, including (but not limited to): (i) the quality and suitability of the Final Construction Plans, (ii) the supervision of construction work, (iii) the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers, and (iv) the means, methods, or techniques utilized by the Developer or any party under direct or indirect control of the Developer. Any review or inspection undertaken by the City with reference to the Project Site, the Office Building and Office Building Improvements is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements.

(11) Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against any portion of the Project Site or a stop notice is served on any other lender or other third party in connection any portion of the Project Site, the Office Building and Office Building Improvements, then the Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in Section 6.18.11(a), then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to

satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer.

(c) The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction on the Office Building and Office Building Improvements for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against any portion of the Project Site. The Developer authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in any portion of the Project Site, and the Improvements.

(12) Certificate of Completion. Promptly after completion of the Office Building and Office Building Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and completion thereof), the City will provide a Certificate of Completion for the Development. Such certification shall be conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Office Building and Office Building Improvements (excluding the Developer's obligation set forth in Section 6.18.8) and the dates for the beginning and completion thereof have been met. Such certification shall be in such form as reasonably determined by the City. Such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code.

(13) Construction of Public Improvements. In connection with the construction of the Office Building and Office Building Improvements, the Developer shall, or shall cause, the construction of all public improvements required by the Applicable Land Use Approvals, including, but not limited to a pedestrian and bicycle path along the southern boundary of the Project Site. Developer hereby acknowledges that such public improvements have been constructed by the City. Developer, at the City's sole discretion, will either reimburse the City for Developer's pro-rata share of the already constructed public improvements in the amount of One Hundred Eight Thousand, Five Hundred Fifty-Six Dollars and Twelve Cents ($108,556.12) (the "Public Improvement Amount") or construct or cause the construction of a public improvement in an amount equal to the Public Improvement Amount.

6.20 Continuing Covenants

(1) Nature of Obligations. Throughout the Term, the covenants set forth in this Section, shall be continuing covenants of Developer and its successors and assigns with respect to the Project Site.

(a) General Use and Maintenance. The Developer agrees to use the Project Site for the specific purpose of developing and operating the Improvements as set forth in this Agreement and the Applicable Land Use Approvals, and shall maintain the Project Site and the Improvements in good repair and in a neat clean and orderly condition and in full compliance with this Agreement, and all applicable local, state, and federal laws and regulations. If there arises a condition in contravention of this Section , and if the Developer has not cured such condition within thirty (30) days after receiving City notice of such a condition (or within a reasonable period of time, but in no event to exceed sixty (60) days, if such cure cannot be completed within said thirty (30) day period), then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Project Site.

(b) Office Building. The Parties acknowledge that the quality and mix of tenants in the Office Building are important to the overall success of the Office Building and is important to the City in order to maintain the quality and character of the Office Building consistent with the goals and objectives of the City. To that end, the Parties agree that, to the extent a Party selects or approves tenants, subtenants, or assignees, the Office Building shall be operated in a manner consistent with a "Class A" office building and that in selecting tenants or subtenants for the Office Building certain uses shall be prohibited and shall not be allowed under any circumstances. Prohibited uses include any use which emits a noxious or obnoxious odor, dust, vibration, noise or sound which can be heard or smelled outside any space within the Office Building; any operation primarily used as a wholesale or warehouse operation and any assembling, refining, smelting, agricultural or mining operation; any second hand store, thrift store, surplus store or flea market; any fire sale, bankruptcy sale (unless under court order) or auction house operation; any central laundry, dry cleaning plant, or laundromat; any recycling facility except as required by law; any business where the primary enterprise is the sale of liquor or beer for off premise consumption; any adult oriented establishments whether for sale, rent or on-site use or viewing including adult book stores/adult cabaret/adult motion picture theater/or adult arcade; any theater of any type, any day spa, any church, or house of worship, any veterinary hospital or kennel or similar animal-related uses; any establishments for sale or rent of funerary supplies, mortuary or related activities or services; any manufacturing facility; any facility for repair of any appliances or other products; any establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts; any facility using/storing or treating Hazardous Materials or facility for rent or storage spaces or for warehousing; any facility for the housing of passive components such as digital switching units; any sale of firearms, guns or explosives; any sale of military or security supplies or surplus; any massage parlor; any card room, fortune teller, any tattooing or body piercing parlors; any sale of drug paraphernalia or supplies; any ice dispenser; any feeding center; and any storage facility.

(2) Hazardous Materials.

(a) Covenants.

(i) No Hazardous Materials Activities. The Developer hereby represents and warrants to the City that the Developer shall not cause or permit any portion of the Project Site or the Improvements thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials.

(ii) Hazardous Materials Laws. The Developer shall comply and cause the Project Site and the Improvements thereon to comply with Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions.

(iii) Notices. The Developer shall immediately notify the City in writing of: (i) the discovery of any Hazardous Materials on or under any portion of the Project Site; (ii) any knowledge by the Developer that any portion of the Project Site does not comply with any Hazardous Materials Laws; (iii) any claims or actions pending or threatened against the Developer, any portion of the Project Site, or the Improvements by any governmental entity or agency or any other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project Site, that could cause any portion of the Project Site, or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Sections 25220, et seq., or any regulation adopted in accordance therewith.

(iv) Remedial Action. The Developer shall immediately take, at Developer's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims.

(v) Environmental Indemnity. Without limiting the generality of the indemnity set forth in Section 18, the Developer shall indemnify and hold harmless the City and their respective board members, council members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Developer or its contractors, subcontractors, tenants, agents, employees, and licensees of Hazardous Materials on, under, or about any portion of the Project Site, or the Improvements, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Project Site, or the Improvements, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable

attorney's fees, excluding therefrom the extent to which the City, or the City, or their respective board members', officers', officials', employees' or agents' acts or omissions caused or led to any claims, losses, liabilities, and damages as determined by the application of comparative fault principles as applied by the courts of the State of California. This obligation to indemnify shall survive termination of this Agreement.

(4) Taxes and Assessments. The Developer shall pay when due all real property taxes and assessments assessed and levied on the Project Site and the Improvements, and shall remove any lien or attachment made on the Project Site or the Improvements.

(5) Changes. The Developer shall promptly notify the City in writing of any changes in the location of any place of business or tangible material assets of the Developer, and of any other change in fact or circumstance represented or warranted at any time by the Developer to the City.

(6) Mitigation Measures. The Developer shall perform and observe the mitigation measures applicable to the Project Site and the Improvements and the Public Improvements, if any, as set forth in the Applicable Land Use Approvals.

(7) Notification of Litigation. The Developer shall promptly notify the City in writing of (a) any litigation that (1) affects the Developer or any portion of the Project Site and (2) would materially adversely affect the Developer's capacity to perform its obligations under this Agreement, and (b) any claims or disputes that involve a material risk of litigation that would materially adversely affect the Developer's capacity to perform its obligations under this Agreement.

(8) Sales and Use Tax Allocations.

(a) The Developer shall require that its contractors and subcontractors exercise their option to obtain a Board of Equalization sub permit for the jobsite and allocate all eligible use tax payments to the City. Prior to beginning the construction of the Improvements, the Developer shall require that its contractor and subcontractors provide the City with either a copy of the sub permit or a statement that use tax does not apply to their portion of the job**.**

(b) The Developer shall review the direct payment process established under California Revenue and Taxation Code 7051.3 and, if eligible, use the permit so that the local share of its use tax payments is allocated to the City. The Developer shall provide the City with either a copy of the direct payment permit or a statement certifying ineligibility to qualify for the permit. The Developer shall further work with the City to inform all commercial tenants and operators of the Improvements about the direct payment permit process and require their participation if qualified.

6.21 Financial Obligations

(1) Landscape and Lighting. Developer agrees that the Project Site will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's existing Lighting and Landscaping District prior to issuance of any permits for the Project Site.

(2) Police CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into City of Pittsburg Community Facilities District No. 2004-01, as adopted pursuant to Resolution No. 04-10071 (the "Police Services District") in order to fund police services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Police Services District prior to issuance of any permits for the Project Site.

(3) Fire District CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into Contra Costa County Fire Protection Community Facilities District, to be established by the Contra Costa County Fire Protection District (the "Fire Services District") in order to fund fire services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Fire Services District prior to issuance of any permits for the Project Site.

(4) Property Taxes. Developer shall not seek to reduce the Project Site's assessed value with the Contra Costa County Assessor or State Board of Equalization.

(5) eBART CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into proposed City of Pittsburg Community Facilities District No. 2014-01 for the Railroad Avenue Specific Plan Area (the "eBART District"), to be established by the City in order to finance the construction of the eBART Railroad Avenue Station. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's eBART District prior to issuance of any permits for the Project Site.

6.22 Business License. At all times, the Developer, its contractors and subcontractors are required to maintain an active business license with the City.

6.23 Continuing Obligations. Notwithstanding any other provision of this Agreement, Developer's obligations under Section 6, inclusive, shall constitute a continuing obligation and bind Developer, its successors and/or assigns as long the Project exists. Developer's obligations under Section 6 shall survive this Agreement's termination and continue in full force and effect until the Project ceases and all entitlements are vacated. Failure by Developer of any of the obligations listed in this Section 6 will constitute a Default under Section 11.

SECTION 7. OBLIGATIONS OF CITY.

In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:

7.01 Processing. Upon satisfactory completion by Developer of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following:

(a) the holding of all required public hearings; and

(b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor as required by the Existing Rules.

7.02 Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefor.

SECTION 8. AMENDMENTS.

8.01 Major Amendments. A "Major Amendment" shall be any modification that makes a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council.

8.02 Minor Amendments. 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, including the terms of the Project Description attached hereto as Exhibit B. Minor Amendments may be approved by the prior written consent of the Manager.

8.03 Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager

also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager.

SECTION 9. TRANSFERS AND ASSIGNMENTS.

9.01 City's Intent. Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement.

9.02 Transfers Prohibited. The limitations on Transfers set forth in this Article 9 shall apply from the Effective Date until the issuance of the final Certificate of Completion for the Improvements. The Developer shall not make or create any Transfer, either voluntarily or by operation of law, without the prior written approval of the City Manager, which may be granted or denied in the City's sole discretion. Any Transfer made in contravention of this Section 9.02 shall be void and shall be deemed to be a Developer Event of Default, whether or not the Developer knew of or participated in such Transfer.

The City shall not withhold approval of a Transfer of (i) a security interest in the Project Site through a Security Financing Interest for the benefit of a lender making a loan identified in the approved Financing Plan; (ii) all or a portion of the Project Site to an entity Controlled by the Developer, provided such entity delivers to the City its organizational documents and any other documentation reasonably requested by the City to demonstrate such control by the Developer, and executes an assignment and assumption agreement, in a form provided by the City, and such other documentation reasonably requested by the City to evidence the transfer of the Developer's obligations under this Agreement to such entity; or (iii) the leasing of the Office Building by the Developer to third-party tenants in the ordinary course of the Developer's business and in accordance with Section 6.20.

9.03 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party.

9.04 Request Procedure. City shall administer the provisions of this Section through its City Manager. Developer shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section.

9.05 Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from Developer. Developer shall promptly furnish any and all information required under this Section as the City considers Developer's request for consent to the proposed assignment or transfer.

9.06 Approval of Assignment. The City Manager may, at his or her discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for action. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify Developer in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council.

9.07 Notice of Proposed Assignment. Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

9.08 Conditions and Standards. The conditions and standards referred to above are as follows:

(1) Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;

(2) Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(3) Such assignment or transfer will not impair the ability of City to achieve the objectives of its General Plan and this Agreement;

9.09 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains over fifty percent (50%) of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

9.10 Notice of Assignment. Upon receiving approval of an assignment,

Developer shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.

9.11 Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement.

SECTION 10. DELAYS IN PERFORMANCE.

10.01 Permissible Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of reasonable delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party. A Party seeking excuse from performance under this section shall provide written notice to the other Party within seventy-two (72) hours of the event preventing or delaying performance. Such notice shall include (1) a request for extension of performance, (2) specific reasons the event qualifies as an excusable delay in or prevention of performance under this section and (3) an estimate of the duration of any delay. The Party receiving a notice properly made under this section shall have seven (7) days to provide a written response approving the request, in whole or in part, or denying the request and stating that the delay or prevention of performance will constitute an event of default.

10.02 Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

10.03 Notice of Permissible Delays. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

SECTION 11. DEFAULT AND TERMINATION.

11.01 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of

this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given Developer notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof.

11.02 No Fault of City.

(1) No Fault of City. At any time following the second (2nd) anniversary of the Effective Date, the City may terminate this Agreement by providing a written notice to the Developer. Following such written notice, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination). After a termination pursuant to this Section 11.02(1), any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04, and those provisions of this Agreement that recite that they survive termination of this Agreement. Nothing in this Section 11.02 shall limit or impair the City's right to declare a Developer Event of Default in accordance with Section 11.03.

(2) Acknowledgement of City Discretion. The Developer agrees and acknowledges that the City has absolute discretion in determining whether or not it should terminate this Agreement pursuant to Section 11.02(1). The Developer further agrees and acknowledges that in the event the City terminates this Agreement pursuant to Section 11.02(1), the Developer (i) may suffer economic loss or other consequences; and (ii) specifically releases and waives any claim against the City for such loss or economic consequences in connection with the determination of the City to terminate this Agreement pursuant to Section 11.02(1). The Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks related to the City's discretion to terminate this Agreement and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the

debtor.

Developer's Initials:_____

11.03 Fault of Developer.

(1) Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Developer Event of Default".

(a) The Developer fails to submit the design development plan, or plans, or obtain the City's approval of such plans, as applicable, within the time specified herein.

(b) The Developer fails to apply for the Applicable Land Use Approvals within the time specified herein, or diligently pursue issuance of those permits and approvals.

(c) The Developer fails to submit the construction plan, or plans, or obtain the City's approval of such plan(s), as applicable, within the time specified herein.

(d) The Developer fails to submit to the City, or fails to obtain City approval of the Financing Plan, within the time specified herein.

(e) The Developer fails to apply for, or obtain the building permits within the timeframe specified herein.

(f) The Developer fails to submit to the City, or fails to obtain City approval of the Construction Contract, or fails to deliver the payment and performance bonds within the times specified herein, respectively.

(g) The Developer fails to submit the evidence of insurance within the times specified herein.

(h) The Developer fails to complete the subdivision of the Property within the time frame specified herein.

(i) The Developer fails to provide the evidence of availability of funds as required herein.

(j) The Developer fails to construct the Improvements within the time and in the manner specified herein.

(k) The Developer fails to use and operate the Project Site in the manner set forth herein.

(l) The Developer attempts or completes a Transfer except as

permitted under Section 9.

(m) The Developer breaches any other material provision of this Agreement.

(2) Upon the happening of any event described in Section 11.03(1), the City shall first notify the Developer in writing of its purported breach or failure, and the Developer shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure within such period (or, in the event such breach or failure cannot be cured within thirty (30) days the Developer fails to commence to cure within such period and thereafter fails to diligently cure to completion in no event to exceed ninety (90) days), then the event shall constitute a "Developer Event of Default" and the City shall be afforded all of the following rights and remedies: (i) terminating in writing this entire Agreement; (ii) prosecuting an action for damages; (iii) retaining the Developer Deposit and interest earned thereon; (iv) seeking specific performance of this Agreement; (v) obtaining plans, data, and approvals pursuant to Section 11.04; (vi) the remedies specified in Sections 12.01 and 12.03; and (vii) any other remedy permitted by law.

11.04 No Fault of Developer. At any time following the second (2nd) anniversary of the Effective Date, or as otherwise provided in this Agreement, Developer may terminate this Agreement by providing written notice to the City (a "Developer Termination"). Following a Developer Termination, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination), and Developer shall promptly revest the ownership of the Project Site then owned by Developer with the City within sixty days of Developer's notice to City, as referenced in this Section.

11.05 Plans, Data and Approvals. If this Agreement is terminated pursuant to Sections 11.02 or 11.03, then the Developer shall promptly deliver to the City copies of all plans and specifications for the Improvements, all permits and approvals obtained in connection with the Improvements, and all applications for permits and approvals not yet obtained but needed in connection with the Improvements.

11.06 Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.07 Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, if delay is due to a court order stemming from institution of legal proceedings with respect thereto, with respect to the Project.

11.08 General Default Remedies. After notice and expiration of the thirty (30) day period without cure, the non-defaulting party shall have such rights and remedies

against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868, to seek mandamus, specific performance, injunctive or declaratory relief, or to foreclose under the Deed of Trust.

11.09. LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, THE CITY AND THE DEVELOPER AGREE THAT THE CITY WILL SUSTAIN DAMAGES, AND THAT CITY'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, AND WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE CITY, AS THE CITY'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE ENTIRETY OF THE DEVELOPER DEPOSIT AND TO FORECLOSE UNDER THE DEED OF TRUST AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THEREFORE, THAT FORECLOSURE ON THE PROJECT SITE AND RETENTION OF THE ENTIRETY OF THE DEVELOPER DEPOSIT, AS LIQUIDATED DAMAGES, WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE CITY. BY PLACING THEIR INITIALS IN THE SPACE BELOW, BOTH PARTIES AGREE TO THE LIQUIDATED DAMAGES SET FORTH ABOVE. IN THE EVENT OF A DEVELOPER EVENT OF DEFAULT OR FAILURE IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE CITY'S FORECLOSURE UNDER THE DEED OF TRUST AND RECEIPT OF THE DEVELOPER DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER AND CITY HEREUNDER SHALL TERMINATE (EXCEPT THOSE PROVISIONS SPECIFIED TO SURVIVE THE TERMINATION OF THIS AGREEMENT), AND (B) DEVELOPER SHALL RETURN PROMPTLY TO THE CITY ALL DOCUMENTS AND INSTRUMENTS. THE FORECLOSURE OF THE DEED OF TRUST AND PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

CITY'S INITIALS: **DEVELOPER'S INITIALS:**

_____ _____

11.10 Remedies Cumulative. Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.11 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.12 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement.

11.13 Effect of Developer Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City.

11.14 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.15 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver.

11.16 Attorneys' Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.

11.17 Venue. In the event that suit shall be brought by either party to this

contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa or where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law.

11.18 Survival. Upon termination of this Agreement under this Article 11, the following provisions of this Agreement shall survive: the waiver in Sections 6.06, 11.02 and 18, and the Developer's indemnification obligations set forth herein. This Section 11.16 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

SECTION 12. APPROVALS.

12.01 Approvals.

(a) Whenever this Agreement calls for City approval, consent, or waiver, including but not limited to changes to the Final Construction Plans, the written approval, consent, or waiver of the City Manager or his or her designee(s) shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency.

(b) All approvals under this Agreement shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.

SECTION 13. RIGHT OF REVERTER.

14.01 Right of Reverter. If this Agreement is terminated pursuant to Section 11.03 and such termination occurs prior to issuance of the Certificate of Completion for any portion of the Improvements pursuant to Section 6.19, then the City shall have the right to reenter and take possession of any portion of the Project Site and all Improvements thereon, and to revest in the City the estate of Developer in that portion of the Project Site.

The right of reverter contained in this Section 13.01 was set forth in the grant deed transferring the Project Site from the Successor Agency to Developer.

13.02 Rights of Mortgagees. Any rights of the City under Section 13.01 and under Section 11.03 shall not defeat, limit or render invalid any lease, mortgage, deed of trust or any other security interest permitted by this Agreement or otherwise consented to by the City in writing or any rights provided for in this Agreement for the protection of holder of security interests in the Property.

13.03 Option to Repurchase, Reenter and Repossess.

(1) The City shall have the additional right at its option to repurchase, reenter

and take possession of the Project Site or any portion thereof owned by the Developer with all improvements thereon, prior to the issuance of the Certificate of Completion for the Improvements, if there is a Developer Event of Default pursuant to Section 11.03.

(2) Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any Approved Security Interest permitted by this Agreement; or

(b) Any rights or interest provided in this Agreement for the protection of the holder of such Approved Security Interests.

(3) To exercise its right to repurchase, reenter and take possession with respect to the Project Site owned by the Developer, the City shall pay to the Developer in cash an amount equal to:

(a) Two Dollars ($2.00); plus

(b) The fair market value of the improvements existing on the applicable portion of the Project Site at the time of the repurchase, reentry and repossession; less

(c) Any gains or income withdrawn or made by the Developer from the applicable portion of the Project Site or the improvements thereon; less

(d) The value of any unpaid liens or encumbrances on the applicable portion of the Project Site which the City assumes or takes subject to said encumbrances.

SECTION 14. SECURITY FINANCING INTERESTS.

14.01 No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, lines of credit, or any other reasonable method of security, are permitted to be placed upon the Project Site prior to issuance of a Certificate of Completion pursuant to Section 6.19 for any component of the Improvements, but only for the purpose of securing funds to be used for financing the acquisition of the Project Site or construction of the Improvements on the applicable portion of the Project Site, and any other expenditures necessary and appropriate to develop the Project Site in accordance with this Agreement, and costs and expenses incurred or to be incurred by the Developer in furtherance of this Agreement and only if previously approved by the City in writing pursuant to this Agreement. The Developer shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing, conveyance, encumbrance or lien that has been or will be created or attached to the Project Site. The words "mortgage" and "deed of trust" as used in this Agreement includes all other

appropriate modes of security for financing real estate acquisition, construction, and land development. Mortgages, deeds of trust and other reasonable methods of security permitted by this Section 14 are collectively referred to herein as a "Security Financing Interest."

14.02 Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Project Site or any part thereof be construed so to obligate such holder (except as set forth in Section 14.03 below). However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Project Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement.

14.03 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Section 11 of this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation in construction of the Improvements, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Project Site or any portion thereof a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at each holder's option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy (in which case such holder shall thereafter diligently and promptly pursue such cure to completion) any such default or breach affecting the Project Site and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made, as reasonably determined by the City) without first having expressly assumed, in writing, the Developer's obligations to the City under this Agreement pursuant to an assignment and assumption agreement prepared by the City and recordable among the official records of the County (the "Security Financing Interest Assignment"). Pursuant to the Security Financing Interest Assignment the holder must agree to complete the construction of the Improvements in the manner provided in this Agreement, and, in connection with the execution of such assignment, submit evidence satisfactory to the City that it has the qualification and financial responsibility necessary to perform such obligations. Any such holder properly completing the Improvements pursuant to this Section and the Security Financing Interest Assignment shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. In the event there are multiple holders of Security Financing Interests, then the City shall accept a cure from such holder of the most senior Security Financing Interest.

14.04 Failure of Holder to Complete Improvements. In any case where three (3) months after having given notice of default by the Developer in completion of the Improvements under this Agreement to the holder of record of any Security Financing Interest, and such holder, having first exercised its option to construct the applicable Improvements pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the City), the City shall be afforded the rights against such holder it would otherwise have against Developer under this Agreement.

14.05 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements (by electing not to execute the Security Financing Interest Assignment), the City may cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site or any portion thereof to the extent of such costs and disbursements.

14.06 Holder to be Notified. The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with Security Financing Interests and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its coming into any security right or interest in the Project Site.

14.07 Estoppel Certificate. Upon the written request of the Developer, the City shall provide an estoppel certificate, in a form reasonably acceptable to the City, stating (1) whether this Agreement is in effect; (2) whether this Agreement has been amended in any way; and (3) whether the Developer is in default under this Agreement. The City shall provide such estoppel certificate within thirty (30) days after receipt of Developer's request, or such time as the Parties mutually agree.

SECTION 15. RELATIONSHIP OF PARTIES.

15.01 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

15.02 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

15.03 No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

15.04 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

SECTION 16. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

SECTION 17. SUPERSEDURE OF SUBSEQUENT LAWS OF JUDICIAL ACTION.

The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

SECTION 18. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding.

SECTION 19. HOLD HARMLESS AGREEMENT.

Developer hereby agrees to, and shall defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees.

SECTION 20. INDEMNIFICATION.

(1) Third Party. Developer 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 not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement. City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein.

(2) Construction or Operation. Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(3) Developer's Release of the City. The Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and their council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Project, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(4) Scope of Release. The release set forth in Section 18 hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to causes of action, claims,

demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Developer's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation.

(5) Separate Agreement. The parties agree that this Section 18 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 18, which shall survive such invalidation, nullification, or setting aside.

SECTION 21. LIABILITY INSURANCE

A. Developer shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

B. Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.

C. Developer shall provide the City with a certificate and endorsement, in

forms satisfactory to the City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days' prior written notice to City.

D. If such coverage is canceled or reduced, Developer shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City 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, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

SECTION 22. NOTICES.

Any notice or communication required hereunder between City or Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Pittsburg
Attn: City Manager
65 Civic Avenue
Pittsburg, CA 94565

With copies to:
City of Pittsburg
Attn: City Attorney
65 Civic Avenue
Pittsburg, CA 94565

Notices to Developer shall be addressed to:
Garaventa Enterprises, Inc.
2540 Bates Avenue
Concord, CA 94520
Attn: General Counsel

SECTION 23. EXHIBITS.

23.01 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation.

Exhibit A-1 – Legal Description of Property
Exhibit A-2 – Legal Description of Utility Easements
Exhibit A-3 – Plat Map of County Assessor's Parcel Numbers 086-100-040 and 086-100-041
Exhibit A-4 – Recorded Lot Line Adjustment
Exhibit B – Scope of Development/Project
Exhibit C – Schedule of Performance
Exhibit D – Form of Financing Plan Letter
Exhibit E – Performance Deed of Trust

23.02 Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement.

SECTION 24. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof.

SECTION 26. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

Executed at Pittsburg, California on

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

City of Pittsburg	**Garaventa Enterprises, Inc.**
_____	_____
Joe Sbranti City Manager	_____ Its:

APPROVED AS TO FORM:

_____

Donna Mooney
City Attorney

ATTEST:

_____

Alice E. Evenson
City Clerk

EXHIBIT A-1

PARCEL MAP WAIVER 14-06
PARCEL 1 (RESTAURANT PARCEL)
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254747 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED NOVEMBER 17, 2009, IN DOCUMENT NO. 2009-273126 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND (2009-254747);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND (2009-254747) SOUTH 17°42'22" WEST 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 72°17'38" WEST 71.95 FEET;

THENCE, NORTH 17°42'22" EAST 98.81 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 210.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 20°49'30" EAST, THROUGH A CENTRAL ANGLE OF 03°07'08", AN ARC DISTANCE OF 11.46 FEET;

THENCE, SOUTH 72°17'38" EAST 83.39 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°58'33", AN ARC DISTANCE OF 40.13 FEET;

AUGUST 28, 2014
JOB NO.: 1504-00

THENCE, ALONG THE ARC OF A COMPOUND 420.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°19'04" WEST, THROUGH A CENTRAL ANGLE OF 09°59'44", AN ARC DISTANCE OF 73.27 FEET;

THENCE, NORTH 72°17'38" WEST 38.99 FEET TO SAID POINT OF BEGINNING.

CONTAINING 11,426 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

PARCEL MAP WAIVER 14-06
PARCEL 2 (TOWER PARCEL)
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254747 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF PARCEL I AND PARCEL II, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN DEED GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254748 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED NOVEMBER 17, 2009, IN DOCUMENT NO. 2009-273126 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND (2009-254747);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND (2009-254747) SOUTH 17°42'22" WEST 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, SOUTH 72°17'38" EAST 38.99 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 420.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 60°19'19" WEST, THROUGH A CENTRAL ANGLE OF 00°29'02", AN ARC DISTANCE OF 3.55 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,010.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 59°50'17" EAST, THROUGH A CENTRAL ANGLE OF 08°57'26", AN ARC DISTANCE OF 157.90 FEET;

THENCE, ALONG THE ARC OF A REVERSE 80.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°47'43" WEST, THROUGH A CENTRAL ANGLE OF 32°25'04", AN ARC DISTANCE OF 45.26 FEET;

THENCE, NORTH 75°42'43" WEST 286.48 FEET;

THENCE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°19'27", AN ARC DISTANCE OF 56.73 FEET;

THENCE, ALONG THE ARC OF A REVERSE 514.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 7°57'50" EAST, THROUGH A CENTRAL ANGLE OF 04°36'45", AN ARC DISTANCE OF 41.38 FEET;

THENCE, NORTH 77°25'24" WEST 362.34 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL II (2009-254748);

THENCE, ALONG SAID WESTERN LINE, AND ALONG THE WESTERN LINE OF SAID PARCEL I (2009-254748), NORTH 17°42'22" EAST 262.92 FEET;

THENCE, LEAVING SAID WESTERN LINE, NORTH 14°10'19" EAST 49.50 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 76°33'57" EAST, THROUGH A CENTRAL ANGLE OF 89°27'52", AN ARC DISTANCE OF 3.90 FEET;

THENCE, ALONG THE ARC OF A REVERSE 265.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°53'55" EAST, THROUGH A CENTRAL ANGLE OF 30°26'12", AN ARC DISTANCE OF 140.77 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 289.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 85°57'59" WEST, THROUGH A CENTRAL ANGLE OF 21°44'23", AN ARC DISTANCE OF 109.66 FEET;

THENCE, SOUTH 17°42'22" WEST 30.87 FEET;

THENCE, SOUTH 72°17'38" EAST 54.10 FEET;

THENCE, ALONG THE ARC OF A TANGENT 88.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°22'16", AN ARC DISTANCE OF 51.25 FEET;

THENCE, NORTH 74°20'06" EAST 97.04 FEET;

THENCE, NORTH 17°42'22" EAST 72.94 FEET;

THENCE, SOUTH 72°17'38" EAST 92.44 FEET;

THENCE, SOUTH 27°17'38" EAST 7.44 FEET;

THENCE, SOUTH 72°17'38" EAST 10.22 FEET;

AUGUST 28, 2014
JOB NO.: 1504-00

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32", AN ARC DISTANCE OF 4.79 FEET;

THENCE, SOUTH 72°17'38" EAST 28.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC DISTANCE OF 3.90 FEET;

THENCE, SOUTH 74°03'49" EAST 9.86 FEET;

THENCE, NORTH 62°42'22" EAST 8.23 FEET;

THENCE, SOUTH 72°17'38" EAST 135.81 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 192.46 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 17°44'07" WEST, THROUGH A CENTRAL ANGLE OF 05°40'02", AN ARC DISTANCE OF 19.04 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 40,493.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 23°24'09" WEST, THROUGH A CENTRAL ANGLE OF 00°01'42", AN ARC DISTANCE OF 20.10 FEET;

THENCE, ALONG THE ARC OF A REVERSE 210.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 23°25'51" EAST, THROUGH A CENTRAL ANGLE OF 02°36'22", AN ARC DISTANCE OF 9.57 FEET;

THENCE, SOUTH 17°42'22" WEST 98.81 FEET;

THENCE, SOUTH 72°17'38" EAST 71.95 FEET TO SAID POINT OF BEGINNING.

CONTAINING 216,299 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

EXHIBIT A-2

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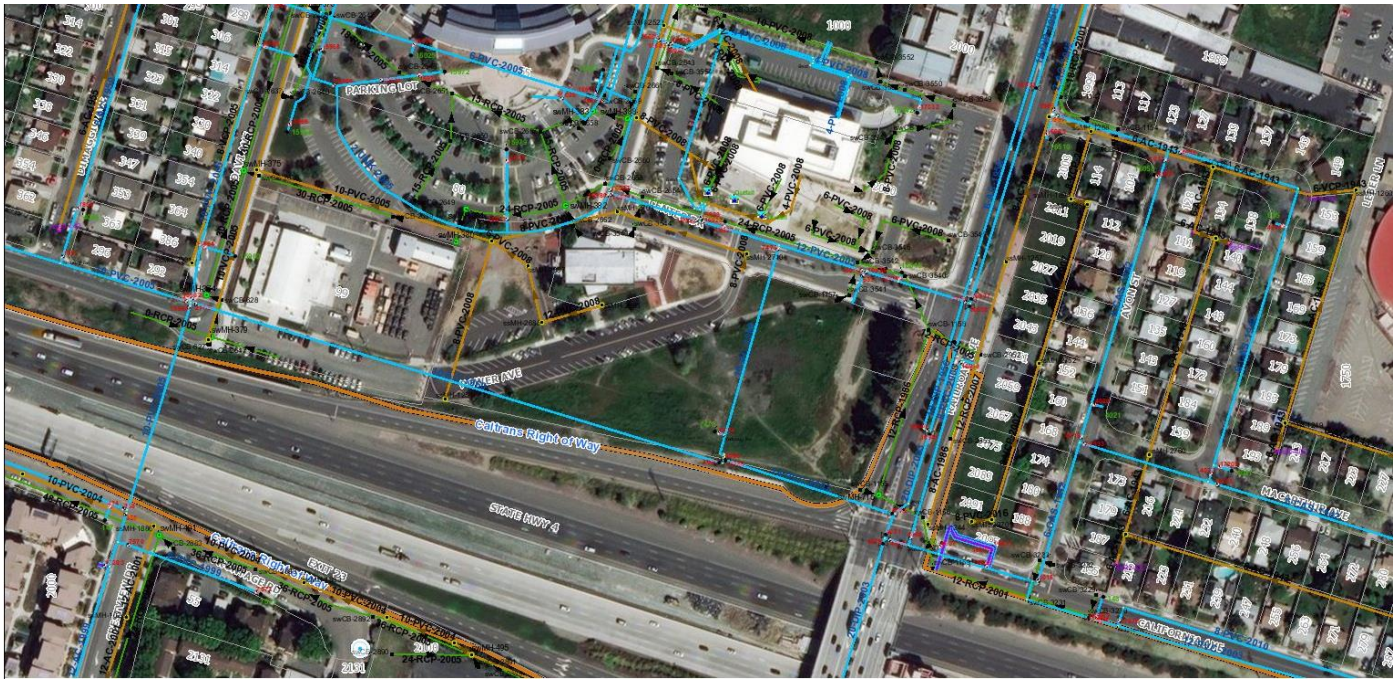

PARKING LOT
TOWER AVE
Caltrans Right of Way
STATE HWY 4
EXIT 23
AVON ST
MACARTHUR AVE
CALIFORNIA AVE

EXHIBIT A-3

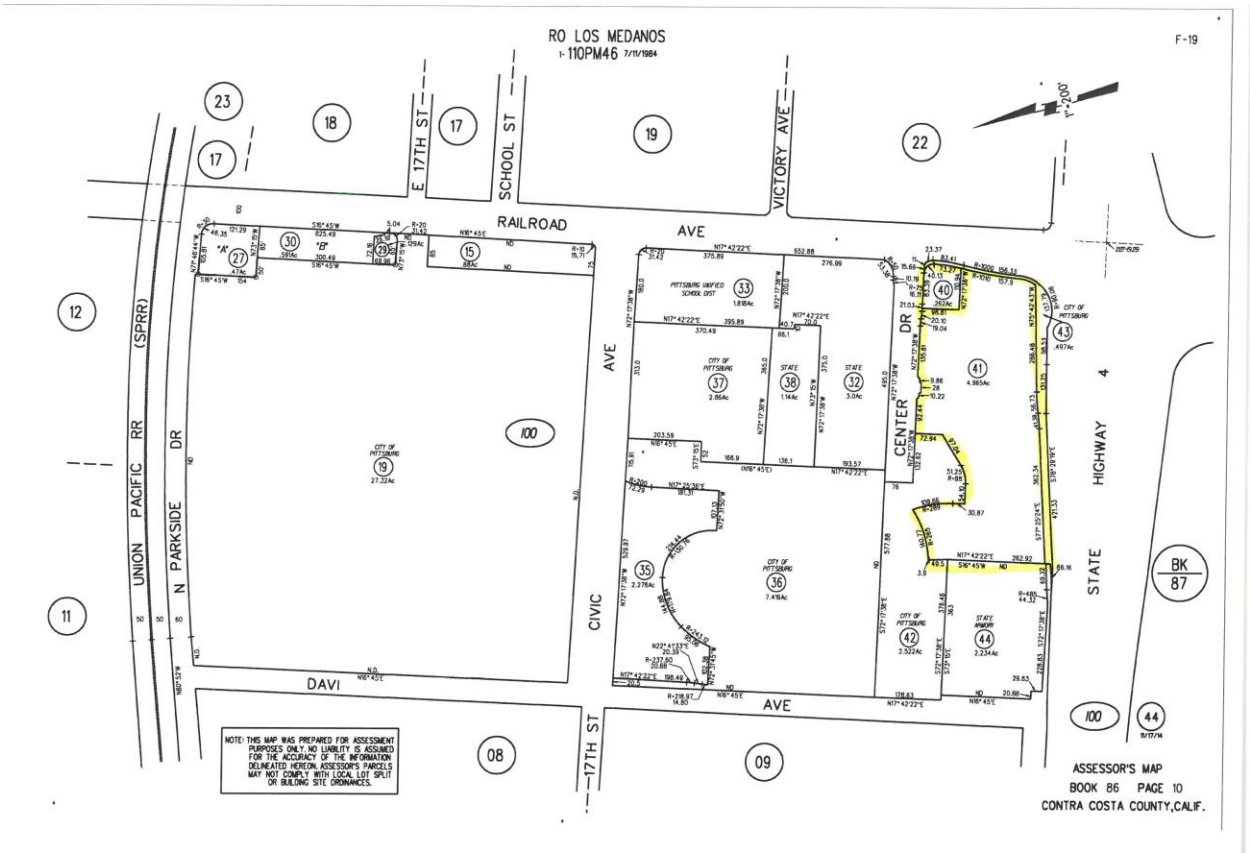

RO LOS MEDANOS
1- 110PM46 7/11/1984
F-19
1"=200'
RAILROAD AVE
E 17TH ST
SCHOOL ST
VICTORY AVE
UNION PACIFIC RR (SPRR)
N PARKSIDE DR
CIVIC AVE
CENTER DR
HIGHWAY 4
STATE
DAVI
17TH ST
AVE
CITY OF PITTSBURG
PITTSBURG UNIFIED SCHOOL DIST
STATE
STATE ARMORY
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.
BK 87
ASSESSOR'S MAP
BOOK 86 PAGE 10
CONTRA COSTA COUNTY, CALIF.

EXHIBIT A-4

RECORDED AT THE REQUEST OF:

copy/duplicate has not been compared to original document

RETURN RECORDED COPY TO:
CCITY OF PITTSBURG
ENGINEERING RECORDS SECTION
65 CIVIC AVENUE
PITTSBURG, CA 94565-3814

08/10/2018,20180128209

PARCEL MAP WAIVER FOR A LOT LINE ADJUSTMENT
PMW 18-02

OWNER: Garaventa Enterprises, Inc
PROPERTY ADDRESS: Center Drive
Pittsburg, CA 94565
ASSESSOR PARCEL NO.: 086-100-040 & 086-100-041

I, Richard Abono, City Engineer for the City of Pittsburg, do hereby waive the parcel map requirements (pursuant to the State of California Subdivision Map Act Section 66412 and the City of Pittsburg Municipal Code Section 17.04.050) for the lot line adjustment described and shown on the attached Exhibits "A" and "B".

The resulting parcels conform to the City of Pittsburg ordinances as to area, improvement and design, flood water drainage control, appropriate improved public roads, sanitary sewer facilities, water supply availability, environmental protection and other requirements pursuant thereto.

This certificate and the attached exhibits do not constitute a parcel map or legal record of survey and are only to certify that this lot line adjustment does not require the filing of a parcel map.

I certify that this Parcel Map Waiver conforms to the requirements of the Subdivision Map Act and local ordinances.

8/10/18
Date

Richard Abono
City Engineer PE 65440 City of Pittsburg
Exp. 09/30/2019

ACKNOWLEDGEMENT

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

State of California
County of Contra Costa)

On August 10, 2018 before me, Amanda J. McVey, Notary Public

personally appeared Richard Abono,
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 Amanda J. McVey

AMANDA J. MCVEY
Commission # 2120608
Notary Public - California
Contra Costa County
My Comm. Expires Jul 24, 2019

AUGUST 8, 2018
JOB NO. 1504-000

EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT PMW 18-02
PARCEL 1

REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1 AND A PORTION OF PARCEL 2, AS SAID PARCELS ARE DESCRIBED IN THAT GRANT DEED TO GARAVENTA ENTERPRISES RECORDED SEPTEMBER 19, 2014, AS DOCUMENT NUMBER 2014-0160037, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID PARCEL 2;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2, NORTH 75°42'43" WEST, 286.48 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWEST LINE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°06'42", AN ARC DISTANCE OF 45.86 FEET;

THENCE, LEAVING SAID SOUTHWEST LINE, NORTH 17°42'22" EAST, 326.07 FEET TO A POINT ON THE NORTHWEST LINE OF SAID PARCEL 2;

THENCE, ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL 2 AND SAID PARCEL 1 THE FOLLOWING SEVENTEEN (17) COURSES:

1) SOUTH 72°17'38" EAST, 13.83 FEET,
2) SOUTH 27°17'38" EAST, 7.44 FEET,
3) SOUTH 72°17'38" EAST, 10.22 FEET,
4) SOUTHERLY, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32', AN ARC DISTANCE OF 4.79 FEET,
5) SOUTH 72°17"38" EAST, 28.00 FEET,
6) NORTHERLY, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC LENGTH OF 3.90 FEET,
7) SOUTH 74°03'49" EAST, 9.86 FEET,
8) NORTH 62°42'22" EAST, 8.23 FEET,
9) SOUTH 72°17'38" EAST, 135.81 FEET,
10) ALONG THE ARC OF A NON-TANGENT 192.46 FOOT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 17°44'07" WEST, THROUGH A CENTRAL ANGLE OF 5°40'02", AN ARC LENGTH OF 19.04 FEET,

11) ALONG THE ARC OF A COMPOUND 40,493.50 FOOT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°01'42", AN ARC LENGTH OF 20.10 FEET,
12) ALONG THE ARC OF A REVERSE 210.50 FOOT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°43'29", AN ARC LENGTH OF 21.03 FEET,
13) SOUTH 72°17'38" EAST, 83.39 FEET,
14) ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°58'34", AN ARC LENGTH OF 40.13 FEET,
15) ALONG THE ARC OF A COMPOUND 420.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°28'47", AN ARC LENGTH OF 76.82 FEET,
16) ALONG THE ARC OF A REVERSE 1,010.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°57'26", AN ARC LENGTH OF 157.90 FEET,
17) THROUGH THE ARC OF A REVERSE 80.00 FOOT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°25'04", AN ARC LENGTH OF 45.26 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 111,874 SQUARE FEET, OR 2.57 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

AUGUST 8, 2018
JOB NO. 1504-000

EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT PMW 18-02
PARCEL 2

REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS DESCRIBED IN THAT GRANT DEED TO GARAVENTA ENTERPRISES RECORDED SEPTEMBER 19, 2014, AS DOCUMENT NUMBER 2014-0160037, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 2;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2, NORTH 75°42'43" WEST, 286.48 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWEST LINE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°06'42", AN ARC DISTANCE OF 45.86 FEET TO THE **POINT OF BEGINNING;**

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL 2 THE FOLLOWING FOURTEEN (14) COURSES:

1) CONTINUING ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°10'35" WEST, THROUGH A CENTRAL ANGLE OF 01°12'45", AN ARC DISTANCE OF 10.88 FEET,
2) ALONG THE ARC OF A REVERSE 514.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°36'45", AN ARC DISTANCE OF 41.38 FEET,
3) NORTH 77°25'24" WEST 362.34 FEET,
4) NORTH 17°42'22" EAST 262.92 FEET,
5) NORTH 14°10'19" EAST 49.50 FEET,
6) ALONG THE ARC OF A NON-TANGENT 2.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°33'57" EAST, THROUGH A CENTRAL ANGLE OF 89°27'52", AN ARC DISTANCE OF 3.90 FEET,
7) ALONG THE ARC OF A REVERSE 265.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°26'12", AN ARC DISTANCE OF 140.77 FEET,
8) ALONG THE ARC OF A NON-TANGENT 289.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°57'59" WEST, THROUGH A CENTRAL ANGLE OF 21°44'23", AN ARC DISTANCE OF 109.66 FEET,
9) SOUTH 17°42'22" WEST 30.87 FEET,

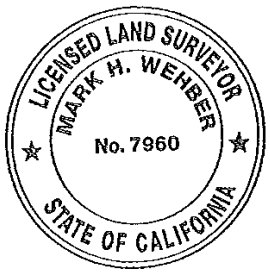
10) SOUTH 72°17'38" EAST 54.10 FEET,
11) ALONG THE ARC OF A TANGENT 88.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°22'16", AN ARC DISTANCE OF 51.25 FEET,
12) NORTH 74°20'06" EAST 97.04 FEET,
13) NORTH 17°42'22" EAST 72.94 FEET,
14) SOUTH 72°17'38" EAST 78.60 FEET;

THENCE, LEAVING SAID EXTERIOR BOUNDARY LINES, SOUTH 17°42'22" WEST 326.07 FEET TO SAID POINT OF BEGINNING.

CONTAINING 115,851 SQUARE FEET, OR 2.66 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



MARK H. WEHBER, P.L.S.
L.S. NO. 7960

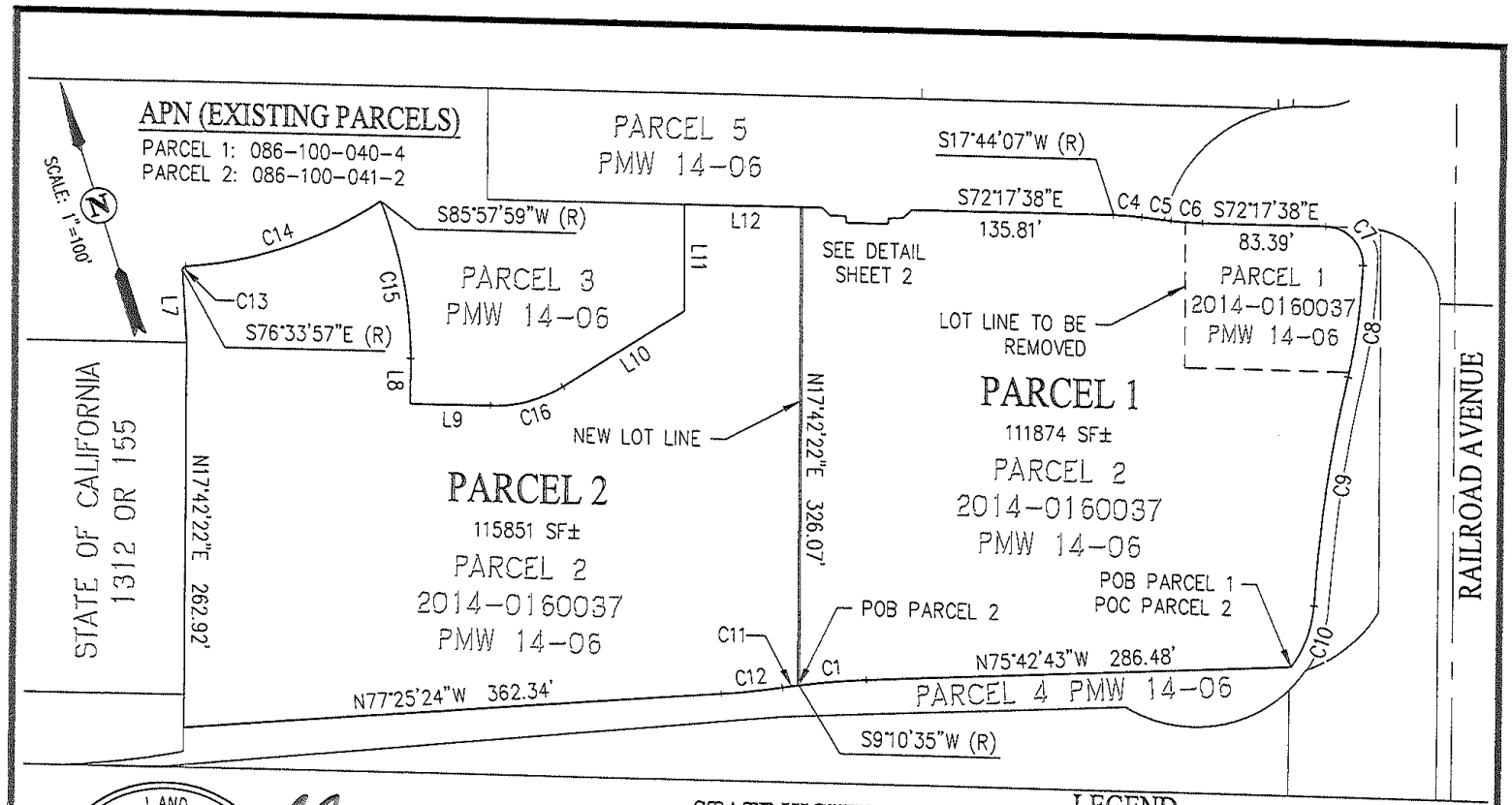


EXHIBIT B

LOT LINE ADJUSTMENT - PMW 18-02
PARCEL 1 AND PARCEL 2, DOC. NO. 2014-0160037
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
AUGUST 8, 2018

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
WWW.CBandG.COM
SAN RAMON • (925) 866 - 0322
WEST SACRAMENTO • (916) 375 - 1877

JOB NO. 1504-015

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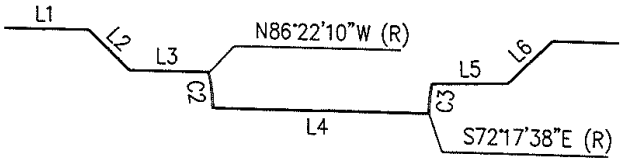
LINE TABLE		
NO	BEARING	LENGTH
L1	S72°17'38"E	13.83'
L2	S27°17'38"E	7.44'
L3	S72°17'38"E	10.22'
L4	S72°17'38"E	28.00'
L5	S74°03'49"E	9.86'
L6	N62°42'22"E	8.23'
L7	N14°10'19"E	49.50'
L8	S17°42'22"W	30.87'
L9	S72°17'38"E	54.10'
L10	N74°20'06"E	97.04'
L11	N17°42'22"E	72.94'
L12	S72°17'38"E	78.60'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	514.00'	5°06'42"	45.86'
C2	19.50'	14°04'32"	4.79'
C3	19.50'	11°28'15"	3.90'
C4	192.46'	5°40'02"	19.04'
C5	40493.50'	0°01'42"	20.10'
C6	210.50'	5°43'29"	21.03'
C7	25.00'	91°58'34"	40.13'
C8	420.00'	10°28'47"	76.82'
C9	1010.00'	8°57'26"	157.90'
C10	80.00'	32°25'04"	45.26'
C11	514.00'	1°12'45"	10.88'
C12	514.00'	4°36'45"	41.38'
C13	2.50'	89°27'52"	3.90'
C14	265.00'	30°26'12"	140.77'
C15	289.00'	21°44'23"	109.66'
C16	88.00'	33°22'16"	51.25'

PARCEL 5
PMW 14-06



PARCEL 1

DETAIL

NOT TO SCALE

SHEET 2 OF 2

EXHIBIT B

LOT LINE ADJUSTMENT- PMW 18-02
PARCEL 1 AND PARCEL 2, DOC. NO. 2014-0160037
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
AUGUST 8, 2018

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WEST SACRAMENTO • (916) 375 - 1877

JOB NO. 1504-015

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EXHIBIT B

SCOPE OF DEVELOPMENT/PROJECT

The Pittsburg Civic Center Office Project will be located at the southwest corner of Railroad Avenue and Center Drive in the City of Pittsburg, CA.

The proposed project consists of the development of an office building and associated improvements on a portion of the Project Site. The Project Site may be subdivided to allow and facilitate development of the proposed project on one or more legal parcels.

Office Building:

Construction of a wood or steel frame, three-story "Class A" office building for commercial lease of not less than 60,000 square feet.
Developer shall provide at least 5,000 square feet of the office building to the City, at no cost to the City. A Memorandum of Lease, reflecting the City's tenancy, will be recorded prior to the City Issuing the certificate of occupancy for the office building to run with the land. Developer shall also provide a tenant improvement allowance of $60/square foot, increased annually, as of July 1, 2019, by the Consumer Price Index for the San Francisco Bay Area region. The City will pay its share of common area maintenance charges and pro rata share of property taxes for the office building only. Should Developer develop the Office Site with an urgent care facility or a project that the City, in its sole discretion, deems consistent with the City's goals and direction for the Project Site, the City will be willing to negotiate a reduction in its 5,000 square feet of space.

Parking:

Construction of a surface parking lot or structure and associated amenities such as parking lot landscaping and lighting to serve the office and hotel. It is anticipated that the provided parking will exceed city codes for the required number of parking spaces to serve the above uses, but the number of available parking spaces will at least meet city parking codes and will include two (2) dedicated handicapped parking spaces south of and directly adjacent to the library for use by the library.

Alternative to Class I Bicycle Path:

The 2014 Agreement required construction of a Class I bicycle path consisting of an 8-foot-wide asphalt path with 2-foot-wide graded shoulders on either side of the asphalt path, to be located south of, and outside the project site, between the project site and the Caltrans right-of-way to the south of the project, on City land. City has already constructed this improvement. Developer, at the City's sole discretion, will either reimburse the City for Developer's pro-rata share of the already constructed public improvements in the amount of One Hundred Eight Thousand, Five Hundred Fifty-Six Dollars and Twelve Cents ($108,556.12) or construct or cause the construction of a public improvement in an amount equal to the Public Improvement Amount.

Stormwater Control Plan:

Construction of long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants in conjunction with the approved Stormwater Control Plan. Developer shall also submit a Stormwater BMP Operation and Maintenance Plan pertaining to the long term maintenance of the best management practices. The developer is the owner and responsible party for the BMPS and shall be responsible for the cost of and continuous maintenance and treatment of those facilities until such time that the responsibility is formally transferred to a subsequent owner.

Utilities

The Developer shall evaluate existing, receiving storm, sewer, and water facilities for adequate capacity to serve the planned developments, and shall identify any potential service or supply problems. The cost for extending existing on-site utilities and installation of additional facilities, if any, shall be borne by the Developer.

Library

The Developer shall, at all times during construction, maintain access to the public library that lies within a pocket carved out of the project site, though the library access may change from time-to-time as construction progresses.

EXHIBIT C

SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the Development Agreement (the "Agreement" or the "DA") to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the DA to which such items relate. Section references herein to the DA are intended merely as an aid in relating this Schedule of Performance to other provisions of the DA and shall not be deemed to have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. Developer Deposit. The Developer shall deposit the Developer Deposit in the amount of $100,000. [DA § 6.06]	Completed in 2014.
2. Conceptual Development Documents. The Developer shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval. [DA § 6.07]	June 1, 2022.
3. Application for Applicable Land Use Approvals. The Developer shall apply for the Applicable Land Use Approvals necessary for the construction of the Improvements and receive the City Approval. [DA § 6.08]	December 31, 2022 .
4. Construction Plans. The Developer shall submit proposed Construction Plans for the Office Building and Office Building Improvements to the City for the City's review and receive the City approval. [DA § 6.09]	September 30, 2023.
5. Financing Plan. The Developer shall submit evidence of financing, acceptable to the City, for development of the Office Building and Office Building Improvements. [DA § 6.10]	No later than September 30, 2023.
6. Building Permits. The Developer shall obtain the Building Permits for construction of the Office Building and Office Building Improvements. [DA § 6.11]	No later than March 31, 2024.
7. Construction Contract. The Developer shall submit, and receive, City approval the construction contract for the construction of the Office Building and Office Building Improvements. [DA § 6.12]	No later than March 31, 2024.
8. Payment and Performance Bonds. The Developer shall submit for and receive	No later than 15 days prior to the start of construction.

Action	Date
City approval of the payment and performance bonds for the construction of the Improvements. [DA § 6.13]	
9. Insurance. The Developer shall submit evidence of insurance to the City and receive City approval thereof. [DA § 6.14]	Within 10 days prior to the start of construction.
10. Parcel Map; Reconfiguration of Site. The Developer shall complete all steps necessary for a parcel map to reconfiguring the Project Site . [DA § 6.15]	Prior to the Effective Date of this Agreement.
11. Commencement of Construction. The Developer shall commence construction of the Office Building and Office Building Improvements. [DA § 6.19]	No later than May 31, 2024.
12. Completion of Construction. The Developer shall complete construction of the Improvements. [DA § 6.19]	No later than June 30, 2025.

EXHIBIT D

(Form of Financing Plan Letter)

[NOTE: TO BE PROVIDED BY DEVELOPER'S FINANCIAL INSTITUTION, EXECUTED BY SUCH FINANCIAL INSTITUTION'S AUTHORIZED REPRESENTATIVE ON FINANCIAL INSTITUTION'S LETTERHEAD]

[DATE]

To: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

Re: Assets of Garaventa Enterprises, Inc.

To Whom It May Concern:

_____, N.A., a national banking association (the "Bank"), hereby certifies to the City of Pittsburg (the "City") the following information regarding the assets of Garaventa Enterprises, Inc.. (the "Developer"), in connection with that certain Development Agreement (the "DA") between the City and the Developer. Capitalized terms used herein, but not defined, shall have the meaning set forth in the DA.

1. The Developer has delivered to the Bank a construction contract for the Improvements and such contract provides for the construction of the Improvements for a guaranteed maximum price not to exceed _____ Dollars ($_____).

2. As of the date of this letter, the Developer has on deposit with the Bank readily available cash in the amount not less than _____ Dollars ($_____) **[NOTE: AMOUNT TO BE NOT LESS THAN 150% OF THE CONSTRUCTION COSTS]**

3. The Bank recognizes and acknowledges it is making these representations to the City with the intent that the City, and its successors and assigns, shall rely hereon, in connection with the Developer's obligations under Section 6.10 of the DDA.

4. The undersigned signatory hereto hereby warrants that he/she has full and valid legal power and authority to make and deliver this letter and to bind the Bank to the statements and certifications made herein.

Sincerely,

_____

EXHIBIT E

PERFORMANCE DEED OF TRUST

24

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2015-0228352-00
Check Number
Friday, OCT 30, 2015 09:52:23
FRE $0.00
Ttl Pd $0.00 Nbr-0002430662
lrc / R9 / 3-24

Recording requested by and when recorded mail to:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

PERFORMANCE DEED OF TRUST
WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

THIS PERFORMANCE DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Performance Deed of Trust**") is entered into as of July 24, 2015, by Garaventa Enterprises, Inc., a California corporation ("**Trustor**") to Old Republic Title Company as trustee ("**Trustee**"), for the benefit of the City of Pittsburg, a California municipal corporation ("**Beneficiary**").

RECITALS

A. Trustor owns fee simple title to the land described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"). The Land is located within the City of Pittsburg, and concurrently with the recordation of this instrument, Beneficiary and Trustor have entered into that certain Development Agreement dated as of May 5, 2014 and executed by and between Beneficiary and Trustor (the "**Development Agreement**"). The Development Agreement will be recorded in the Official Records of Contra Costa County concurrently herewith. Capitalized terms used herein without definition have the meaning ascribed to such terms in the Development Agreement.

B. Pursuant to the Development Agreement, Trustor intends to develop the Land by constructing a class A office tower which may include a restaurant complex (the "**Project**").

C. As a condition precedent to execution of the Development Agreement, Trustor has agreed to enter into this Performance Deed of Trust and grant to Trustee for the benefit of Beneficiary a lien and security interest in the Property (as hereafter defined) to secure Trustor's performance under the Development Agreement.

NOW, THEREFORE, to secure the full and timely performance by Trustor of the Secured Obligation as defined below, it is agreed as follows:

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

a. All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

b. All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

c. All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

d. All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

e. All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

f. All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

g. All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

h. All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Performance Deed of Trust is given for the purpose of securing performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future obligations of Trustor to Beneficiary under the Development Agreement, including but not limited to the construction of the Project as more particularly described in the Development Agreement, (ii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Performance Deed of Trust; (iii) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (iv) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Performance Deed of Trust or any other agreement between Trustor and Beneficiary as such may be modified, supplemented, amended, renewed or extended.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Performance Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Performance Deed of Trust and at law or in equity, including the right to

exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one (1) month.

4. Security Agreement. The parties intend for this Performance Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Performance Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Performance Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Performance Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Performance Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3)

Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Performance Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Performance Deed of Trust is to be filed in the real estate records of Contra Costa County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Performance Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds fee simple interest in the Land and the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Development Agreement or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Performance Deed of Trust creates a valid first lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) Trustor's correct current address is specified in Section 10.2.

Trustor further represents and warrants that this Performance Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.2 Performance of Secured Obligations. Trustor shall perform all obligations of Trustor pursuant to the Development Agreement and in accordance with the respective terms thereof.

7.3 Preservation and Maintenance of Property; Compliance with Laws. Trustor shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Units, including without limitation all applicable requirements of state and local building codes and regulations, Prevailing Wage Laws, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and Improvements solely for purposes authorized by the Development Agreement, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Development Agreement.

7.4 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if any Transfer (as defined in the Development Agreement) of the Property, any part thereof, or interest therein occurs in violation of the requirements of the Development Agreement. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Performance Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.5 Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Development Agreement. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document compliance with the Development Agreement and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary following two business days prior notice.

7.6 Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due

diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

Trustor shall immediately discharge or cause to be discharged any lien on the Property (other than encumbrances approved by Beneficiary as of the date hereof in writing). Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Performance Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings.

7.7 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Performance Deed of Trust.

7.8 Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, Trustor shall, at Trustor's expense, maintain insurance policies in accordance with the requirements set forth in the Development Agreement. Trustor shall file with Beneficiary prior to the commencement of the term hereof, certificates (or such other proof as Beneficiary may reasonably require, (including without limitation copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto as required pursuant to the Development Agreement, and such certificates (or policies) shall provide that at least thirty (30) days' prior written notice shall be provided to Beneficiary prior to the expiration, cancellation or change in coverage under each such policy. If any insurance policy required pursuant to the Development Agreement is canceled or the coverage provided thereunder is reduced, Trustor shall, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Beneficiary 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, Beneficiary may, without further notice and at its option, procure such insurance coverage at Trustor's expense, and Trustor shall promptly reimburse Beneficiary for such expense upon receipt of billing from Beneficiary.

7.9 Hazardous Materials. Trustor shall not cause or permit any Hazardous Material (as defined in Section 6.9.1 of the Development Agreement) to be brought upon, kept, stored or used in, on, under, or about the Land by Trustor, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in the construction and operation of the Project in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous

Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold Beneficiary and its elected and appointed officials, officers, agents and employees (collectively, "**Indemnitees**") harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting Beneficiary), action, or cause of action (all of the foregoing, hereafter individually "**Claim**" and collectively **"Claims"**) arising in connection with the breach of Trustor's covenants and obligations set forth in this Section 7.9 or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Trustor shall, at Trustor's own cost and expense, do all of the following:

(i) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Performance Deed of Trust;

(ii) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Performance Deed of Trust; and

(iii) reimburse Indemnitees for any and all expenses, including without limitation out-of-pocket expenses and fees of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Performance Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Trustor's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following, or by any failure of Trustor to receive notice of or consideration for any of the following: (i) any amendment or modification of the Development Agreement; (ii) any extensions of time for performance required by the Development Agreement; (iii) any provision of the Development Agreement limiting Beneficiary's recourse to property securing the Secured Obligations, or limiting the personal liability of Trustor, or any other party for payment of all or any part of the Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Trustor under this Performance Deed of Trust or by Trustor or any other party under any documents, (v) the release of Trustor or any other person, by Beneficiary or by operation of law, from performance of any obligation under the Development Agreement; (vi) the release or substitution in whole or in part of any security for

the Secured Obligations; and (vii) Beneficiary's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.9 shall be in addition to any and all other obligations and liabilities that Trustor may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether Beneficiary or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the Development Agreement or applicable law. The obligations of Trustor to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Performance Deed of Trust.

Without limiting any of the remedies provided in this Performance Deed of Trust, Trustor acknowledges and agrees that each of the provisions in this Section 7.9 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Trustor relating to real property security (the "**Environmental Provisions**"), and that Trustor's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Beneficiary to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Environmental Law**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste

Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.10 Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Performance Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Performance Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Performance Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.15 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Performance Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.11 Indemnification.

(a) Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless the Trustee and the Indemnitees (as defined in Section 7.9) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Trustor's covenants under any Beneficiary document, (b) any

representation by Trustor in any Beneficiary document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Property, or any Beneficiary document or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused by such Indemnitee's gross negligence or willful misconduct. The obligations of Trustor under this Section shall be secured by this Performance Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, and any release or reconveyance of this Performance Deed of Trust.

(b) Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Performance Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Performance Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.11(b), and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.12 Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys to any payments due to Beneficiary from Trustor arising out of the Development Agreement, the Development Agreement or this Performance Deed of Trust secured hereby in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7.13 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Performance Deed of Trust for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any

person responsible for performance of any Secured Obligation, (ii) extend the time for performance or otherwise alter the terms of performance of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.14 Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been performed in full, and upon surrender of this Performance Deed of Trust, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Performance Deed of Trust. The recitals in any reconveyance executed under this Performance Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.15 Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Performance Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Performance Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Performance Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.15 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Performance Deed of Trust.

8. Default and Remedies.

8.1 Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Performance Deed of Trust upon the occurrence of any one or more of the following events:

(i) Beneficiary's declaration of an Event of Default under the Development Agreement, subject to the expiration of any applicable cure period set forth in such document;

(ii) Trustor fails to perform any monetary obligation which arises under this Performance Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(iii) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.4 hereof or if any other Transfer occurs in violation of the Development Agreement;

(iv) Trustor fails to maintain the insurance coverage required under the Development Agreement or otherwise fails to comply with the requirements of Section 7.8 hereof and Trustor fails to cure such default within the time specified in Section 7.8;

(v) Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within ten (10) days;

(vi) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Performance Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Beneficiary document proves to have been false or misleading in any material adverse respect when made;

(vii) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(viii) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or substantially all of Trustor's assets, or (iii) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance;

(ix) The holder of any other debt instrument secured by a mortgage or Performance Deed of Trust on the Property or part thereof declares an event of default thereunder and exercises a right to declare all amounts due under that debt instrument immediately due and payable, subject to the expiration of any applicable cure period set forth in such holder's documents; or

(x) Trustor fails to perform any obligation arising under this Performance Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred twenty (120) days following receipt of notice of default.

8.2 Remedies. Subject to the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any

and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in the Development Agreement, and any other remedy existing at law or in equity. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(b) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Performance Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(c) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(d) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Performance Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Performance Deed of Trust.

(e) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Performance Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Performance Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Performance Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.10(c); and

(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Performance Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions

10.1 Additional Provisions. The Development Agreement grants further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Performance Deed of Trust and the Property.

10.2 Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Performance Deed of Trust 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:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Beneficiary:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Manager
With Copy to:	Meyers Nave Attn: Ruthann G. Ziegler 555 Capitol Mall, Suite 1200 Sacramento, CA 95814
Trustor:	Garaventa Enterprises, Inc. 2540 Bates Avenue Concord, CA 94520 Attention: Joe Garaventa
Trustee:	Old Republic Title Company 1000 Burnett Ave., Suite 400 Concord, CA 94520 Attention: Jennifer Quigley

10.3 Binding on Successors. The terms, covenants and conditions of this Performance Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.4.

10.4 Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Contra Costa County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Performance Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Performance Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Performance Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Development Agreement. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Performance Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Performance Deed of Trust. The captions used in this Performance Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Performance Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Performance Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action By Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by Beneficiary's City Manager or by any person who shall have been designated by Beneficiary's City Manager, without further approval by the governing board of Beneficiary. Beneficiary shall use reasonable best efforts to respond to requests for any such approval, notice, direction, or consent in a timely manner. In any approval, consent, or other determination by Beneficiary required hereunder, Beneficiary shall act reasonably and in good faith.

10.9 Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Performance Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Performance Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Performance Deed of Trust as of the date first written above.

GARAVENTA ENTERPRISES, INC.,
a California corporation

By: _____ Joseph Garaventa

Its: C.E.O.

SIGNATURE MUST BE NOTARIZED.

Notary Consumer Disclosure (SB1050)

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 October 13, 2015 before me, Jessica Edwards, Notary Public, personally appeared Joseph Garaventa, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Jessica Edwards, Notary Public

JESSICA R. EDWARDS
Commission # 2074016
Notary Public - California
Contra Costa County
My Comm. Expires Jul 10, 2018

(seal)

Exhibit A
LAND

PARCEL MAP WAIVER 14-06
PARCEL 1 (RESTAURANT PARCEL)
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254747 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED NOVEMBER 17, 2009, IN DOCUMENT NO. 2009-273126 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND (2009-254747);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND (2009-254747) SOUTH 17°42'22" WEST 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 72°17'38" WEST 71.95 FEET;

THENCE, NORTH 17°42'22" EAST 98.81 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 210.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 20°49'30" EAST, THROUGH A CENTRAL ANGLE OF 03°07'08", AN ARC DISTANCE OF 11.46 FEET;

THENCE, SOUTH 72°17'38" EAST 83.39 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°58'33", AN ARC DISTANCE OF 40.13 FEET;

AUGUST 28, 2014
JOB NO.: 1504-00

THENCE, ALONG THE ARC OF A COMPOUND 420.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°19'04" WEST, THROUGH A CENTRAL ANGLE OF 09°59'44", AN ARC DISTANCE OF 73.27 FEET;

THENCE, NORTH 72°17'38" WEST 38.99 FEET TO SAID POINT OF BEGINNING.

CONTAINING 11,426 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

PARCEL MAP WAIVER 14-06
PARCEL 2 (TOWER PARCEL)
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254747 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF PARCEL I AND PARCEL II, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN DEED GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG RECORDED OCTOBER 23, 2009, IN DOCUMENT NO. 2009-254748 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG BY DEED RECORDED NOVEMBER 17, 2009, IN DOCUMENT NO. 2009-273126 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AND ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND (2009-254747);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND (2009-254747) SOUTH 17°42'22" WEST 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, SOUTH 72°17'38" EAST 38.99 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 420.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 60°19'19" WEST, THROUGH A CENTRAL ANGLE OF 00°29'02", AN ARC DISTANCE OF 3.55 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,010.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 59°50'17" EAST, THROUGH A CENTRAL ANGLE OF 08°57'26", AN ARC DISTANCE OF 157.90 FEET;

THENCE, ALONG THE ARC OF A REVERSE 80.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°47'43" WEST, THROUGH A CENTRAL ANGLE OF 32°25'04", AN ARC DISTANCE OF 45.26 FEET;

THENCE, NORTH 75°42'43" WEST 286.48 FEET;

THENCE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°19'27", AN ARC DISTANCE OF 56.73 FEET;

THENCE, ALONG THE ARC OF A REVERSE 514.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 7°57'50" EAST, THROUGH A CENTRAL ANGLE OF 04°36'45", AN ARC DISTANCE OF 41.38 FEET;

THENCE, NORTH 77°25'24" WEST 362.34 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL II (2009-254748);

THENCE, ALONG SAID WESTERN LINE, AND ALONG THE WESTERN LINE OF SAID PARCEL I (2009-254748), NORTH 17°42'22" EAST 262.92 FEET;

THENCE, LEAVING SAID WESTERN LINE, NORTH 14°10'19" EAST 49.50 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 76°33'57" EAST, THROUGH A CENTRAL ANGLE OF 89°27'52", AN ARC DISTANCE OF 3.90 FEET;

THENCE, ALONG THE ARC OF A REVERSE 265.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°53'55" EAST, THROUGH A CENTRAL ANGLE OF 30°26'12", AN ARC DISTANCE OF 140.77 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 289.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 85°57'59" WEST, THROUGH A CENTRAL ANGLE OF 21°44'23", AN ARC DISTANCE OF 109.66 FEET;

THENCE, SOUTH 17°42'22" WEST 30.87 FEET;

THENCE, SOUTH 72°17'38" EAST 54.10 FEET;

THENCE, ALONG THE ARC OF A TANGENT 88.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°22'16", AN ARC DISTANCE OF 51.25 FEET;

THENCE, NORTH 74°20'06" EAST 97.04 FEET;

THENCE, NORTH 17°42'22" EAST 72.94 FEET;

THENCE, SOUTH 72°17'38" EAST 92.44 FEET;

THENCE, SOUTH 27°17'38" EAST 7.44 FEET;

THENCE, SOUTH 72°17'38" EAST 10.22 FEET;

AUGUST 28, 2014
JOB NO.: 1504-00

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32", AN ARC DISTANCE OF 4.79 FEET;

THENCE, SOUTH 72°17'38" EAST 28.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC DISTANCE OF 3.90 FEET;

THENCE, SOUTH 74°03'49" EAST 9.86 FEET;

THENCE, NORTH 62°42'22" EAST 8.23 FEET;

THENCE, SOUTH 72°17'38" EAST 135.81 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 192.46 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 17°44'07" WEST, THROUGH A CENTRAL ANGLE OF 05°40'02", AN ARC DISTANCE OF 19.04 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 40,493.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 23°24'09" WEST, THROUGH A CENTRAL ANGLE OF 00°01'42", AN ARC DISTANCE OF 20.10 FEET;

THENCE, ALONG THE ARC OF A REVERSE 210.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 23°25'51" EAST, THROUGH A CENTRAL ANGLE OF 02°36'22", AN ARC DISTANCE OF 9.57 FEET;

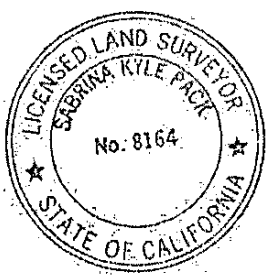
THENCE, SOUTH 17°42'22" WEST 98.81 FEET;

THENCE, SOUTH 72°17'38" EAST 71.95 FEET TO SAID POINT OF BEGINNING.

CONTAINING 216,299 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

END OF DOC

RECORDING REQUESTED BY
CITY OF PITTSBURG
(Exempt from Recording Fees Pursuant to Government Code Section 27383 - Benefits City)

AND WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk's Office

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PITTSBURG, A CALIFORNIA MUNICIPAL CORPORATION AND GARAVENTA ENTERPRISES, INC., A CALIFORNIA CORPORATION

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2014 (the "Effective Date"), by and between the City of Pittsburg, a California municipal corporation ("City") and Garaventa Enterprises, Inc., a California Corporation ("Developer"), pursuant to the authority of California Government Code Sections 65864 through 65869.5.

RECITALS:

A. To strengthen the public planning process, to encourage private participation in comprehensive planning and to reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code (the "Development Agreement Statutes").

B. The Development Agreement Statutes authorize the City to enter into a property development agreement with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property.

C. This Agreement is voluntarily entered into in consideration of the benefits to and the rights and obligations of the parties on the basis of the facts cited herein, on the understanding and intentions of the parties and in reliance upon the various representations and warranties contained herein.

D. Developer is organized under the laws of the State of California and is in good standing thereunder.

E. Developer and the Redevelopment Agency of the City of Pittsburg (the "Redevelopment Agency") entered into that certain Disposition and Development

Agreement (the "DDA") dated November 2, 2009, for the transfer of certain property by the Redevelopment Agency to Developer for development of certain improvements.

F. Subsequent to execution of the DDA, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld, Assembly Bill x1 26 ("AB 26" and as further modified by AB 1484, the "Dissolution Law").

G. Pursuant to the Dissolution Law, the Redevelopment Agency was dissolved effective February 1, 2012, and the authority, rights, powers, duties and obligations previously vested with the former Redevelopment Agency vested in the Successor Agency to the Redevelopment Agency (the "Successor Agency"), including the right to enforce "enforceable obligations," as defined in the Dissolution Law.

H. The DDA is an "enforceable obligation" under the Dissolution Law.

I. Pursuant to the DDA, the Successor Agency transferred to, and the Developer owns in fee, those certain parcels of land more specifically known as Parcel Numbers 1, 2, and 4 from the Parcel Map Waiver Index Sheet, hereafter collectively referenced as "the Project Site," as more particularly described in Exhibit A, attached to this Agreement and incorporated herein by this reference.

J. Developer intends to develop the Project Site as a Class A office tower and restaurant, as more fully detailed in Exhibit B, attached to this Agreement and incorporated herein by this reference (the "Project" or "Scope of Development").

K. Pursuant to Section 34173(i) of the Dissolution Law, at the request of the City, land use related plans and functions are automatically transferred to the City, provided that the City shall not take any action that would increase the amount of obligated property tax (formerly tax increment) necessary to fulfill any existing enforceable obligation.

L. The City has requested, and the Successor Agency has agreed, to transfer the land use related plans and functions related to the Project under the DDA to the City.

M. The Project Site is located in the City and consists of a total of approximately 5 acres of land.

N. The General Plan designates the Project Site as a Mixed Use District.

O. Concurrent with the execution of this Agreement, Developer will execute and deliver a Performance Deed of Trust (the "Deed of Trust"), substantially in the form attached as Exhibit F, to secure Developer's obligation to perform under this Agreement.

P. Developer seeks to comply with conditions of approval and to develop the Project Site in accordance with the anticipated land use policies and goals set forth in the City's General Plan and with the terms and conditions of this Agreement.

Q. Pursuant to Government Code Section 65865, a city may establish procedures and requirements for the consideration of development agreements. The City, by adopting Resolution No. 96-8371 ("City Enacting Resolution") adopted such procedures and requirements and the parties hereto desire to enter into such a development agreement pursuant thereto.

R. This Agreement was considered by the City at duly noticed public hearings in accordance with the Development Agreement Statutes and the City Enacting Resolution.

S. For the reasons recited herein, the City has determined that the Project is a development for which this Agreement is appropriate under the Development Agreement Statutes and City Enacting Resolution.

T. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project Site, assuring progressive installation of necessary improvements, providing public services appropriate to each stage of development of the Project Site, ensuring attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieving the goals and purposes of the Development Agreement Statutes.

U. In exchange for the benefits to City, contained herein, City has taken or will take all actions required so that Developer may begin and consummate development of the Project, including the approval, adoption or issuance of necessary development permits, and the future ministerial approval of building plans and ministerial issuance of final maps, appropriate building permits, lot line adjustments, and other necessary or desired approvals and entitlements which are consistent with the development of the Project (collectively, the "Ministerial Approvals").

V. In exchange for the benefits to City, Developer desires to receive the assurance that Developer may proceed with the Project in accordance with the City's land use ordinances, as they may presently exist or as modified as part of the City's review and approval of the Project, subject to the terms and conditions contained in this Agreement, and to secure the benefits afforded Developer by Government Code Section 65865.3.

W. Pursuant to CEQA and its implementing guidelines, the City (in its capacity as "lead agency") has prepared, reviewed and certified the Mitigated Negative Declaration for the transactions contemplated by this Agreement (including the development of the Improvements), following conduct of a duly noticed public hearing. The Mitigated Negative Declaration has served as the environmental documentation for

the City's consideration and approval of this Agreement and the transactions contemplated by this Agreement.

X. It is the intent of the parties that all acts referenced in this Agreement shall be accomplished in such a way as to fully comply with CEQA, the Development Agreement Statutes, the City Enacting Resolution and applicable law.

Y. The terms of this Agreement support the vital and best interests of the City by ensuring the development of the Project which will provide additional sales tax, use tax, property tax, franchise fees, project supervision fees, and other revenue for the City.

Z. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The parties acknowledge that, in reliance on the agreements, representations and warranties contained herein, Developer shall take certain actions, including making substantial investments and expenditures of monies, relative to the Project Site and the development thereof.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statutes, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

AGREEMENT:

SECTION 1. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) there is a certain authority under the police power to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder.

SECTION 2. GENERAL PROVISIONS.

2.01 Property Description. The legal description of the Project Site is specifically set forth on Exhibit A, attached hereto and made a part hereof.

2.02 Location of Project Site. The Project Site is located in the City and consists of a total of approximately 5 acres.

2.03 Effective Date. This Agreement shall be binding as to Developer upon Developer's execution hereof, with an effective date ("Effective Date") as of the effective date of the Ordinance adopting the Agreement.

2.04 Term. The term of this Agreement shall commence upon the Effective Date and shall extend ten (10) years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual, written consent of the parties. The parties agree that the term of this Agreement is necessary to permit the orderly and planned development of the Project.

2.05 Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

2.06 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

2.07 Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

2.08 Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

2.09 Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California.

2.10 Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns.

2.11 Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

SECTION 3. DEFINITIONS.

Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

3.01 Applicable Land Use Approvals. The City and any other governmental permits and approvals necessary to construct the Improvements including but not limited to overall design and architectural review, and, as applicable, approval of a Tentative Map and Subdivision Map pursuant to Government Code Section 66410 etseq., but excluding building, grading or other ministerial construction permits.

3.02 Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein.

3.03 Bankruptcy/Insolvency Event. Means any of the following:

(1) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period will apply under this subsection; or the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(2) Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to sooner sale pursuant to such sequestration, attachment or execution.

(3) Suspension; Termination. The Developer shall have voluntarily suspended its business or fails to maintain its good standing.

3.04 Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, swimming, pool, sign, and fire codes.

3.05 Business Day. A day the City is open for business.

3.06 CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, etseq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, etseq.), as each is amended from time to time.

3.07 Certificate of Completion.A certificate that shall be a conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements are complete.

3.08 City. City of Pittsburg, County of Contra Costa, State of California.

3.09 Conceptual Development Documents. The documentary expression of the preliminary design concepts for the Improvements which shall include both (1) preliminary site plan and elevations, and (2) a detailed narrative. The Conceptual Development Documents shall address the footprint and general location of the Improvements and the applicable parking improvements on the Project Site, the number of buildings and the height, size, bulk and number of stories of each building, the interior layout, the mix of proposed uses by square footage on each floor, the style and quality of architectural treatment, the materials used on the exterior of the Improvements, the access and pedestrian and traffic circulation features (including location and methods of ingress and egress), the preliminary façade treatment, an all other relevant design factors.

3.10 Construction Contracts. Collectively, all the contracts between the Developer and any general contractor(s) covering the construction of any portion of the Improvements.

3.11 Control. Shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the board of directors in the case of a corporation.

3.12 Developer. Garaventa Enterprises, Inc., a California corporation, and any successor or assignee to its rights under this Agreement to the extent permitted by this Agreement.

3.13 Developer Deposit. The good faith deposit provided by the Developer in the amount of One Hundred Thousand Dollars ($100,000), and all interest that is earned on the Developer Deposit.

3.14 Developer Event of Default. A list of possible Developer defaults listed in Section 11.03.

3.15 Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

3.16 Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

3.17 Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development.

3.18 Effective Date. The date set forth above.

3.19 Enacting Ordinance. Ordinance No. _____ enacted by the City Council on _____, approving this Agreement.

3.20 Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement.

3.21 Existing Rules. The rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site as in force on the effective date of this Agreement.

3.22 Financing Proposal. The Developer's proposed financing for the Development.

3.23 Final Construction Plans. The Final Construction Plans as defined in Section 6.09 of this Agreement.

3.24 Financing Plan. The meaning given in Section 6.10.

3.25 General Plan. The City of Pittsburg General Plan as adopted by the City Council.

3.26 Improvements. Collectively: (i) the Office Building Improvements, (ii) the Restaurant Improvements, (iii) related on-site improvements, including but not limited to, all applicable required on-site parking, sidewalks, storm drains, sanitary sewers, utility connections, public plazas, common area landscaping, and related improvements, and (iv) any off-site public improvements required pursuant to the Applicable Land Use Approvals, including, but not limited to, a pedestrian and bicycle path along the southern boundary of the Project Site to be dedicated to the City as set forth herein.

3.27 Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.

3.28 Manager. City Manager for the City of Pittsburg.

3.29 Mitigated Negative Declaration. The mitigated negative declaration approved by the City on April 7, 2008, as amended.

3.30 Office Building. The office building consisting of no less than three (3) stories and no less than sixty five thousand (65,000) square feet and up to approximately seventy-five thousand (75,000) square feet (all subject to Applicable Land Use Approvals),. As more particularly described in the Scope of Development, the Office Building shall be constructed, and thereafter operated as a "Class A" office building.

3.31 Office Building Improvements. Collectively, the Office Building and the related on-site improvements, including but not limited to no less than two hundred sixty (260) parking stalls (subject to Applicable Land Use Approvals, which, among other things, shall require no less than two (2) parking stalls, adjacent to the existing library building, to be dedicated as "handicapped" parking for such library), on-site hardscape, sidewalks, and landscaping improvements to be located on the Project Site.

3.32 Parties. The City and the Developer. "Party" means either the City or the Developer.

3.33 Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

3.34 Project. The Developer Project ("Project") shall consist of a Class A office tower and sit down restaurant located in Pittsburg, California, as more particularly described in Exhibit B.

3.35 Project Site. That real property described in Exhibit A, attached hereto and incorporated herein.

3.36 Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City.

3.37 Restaurant Development. Collectively, the Restaurant Improvements and the Restaurant Parcel.

3.38 Restaurant Improvements. The building consisting of no less than six thousand (6,000) square feet, and up to approximately eight thousand (8,000) square feet (subject to Applicable Land Use Approvals), and related improvements to be developed on the Restaurant Parcel, and operated in accordance with the Restaurant Use Agreement.

3.39 Restaurant Lease. The lease by and between the Developer and the Restaurant Operator for the lease of the Restaurant Development by the Restaurant Operator from the Developer, or such other legally binding agreement, including but not limited to a ground lease, between the Developer and the Restaurant Operator governing the Restaurant Operator's use and occupancy of the Restaurant Development.

3.40 Restaurant Parcel. That certain real property more particularly described in Exhibit A-3, which is adjacent to the Property.

3.41 Restaurant Operator. A reputable operator of a sit-down restaurant reasonably acceptable to the City as set forth in Section 6.18.

3.42 Restaurant Use Agreement. The use and operating agreement to be recorded against the Restaurant Parcel.

3.43 Schedule of Performance. The summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the development of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit C.

3.44 Scope of Development. The description of the basic physical characteristics of the Improvements, including a basic site plan that will serve as a basis for the Developer's application for the Applicable Land Use Approvals. The Scope of Development, sometimes referred herein as "Project", is attached to this Agreement as Exhibit B.

3.45 Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement.

SECTION 4. GENERAL DEVELOPMENT OF THE PROPERTY.

4.01 Project. The Project is further defined and described in the Project Description and Scope of Development, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, Developer shall timely seek and obtain City review and approval.

4.02 General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement. Developer's development of the Project Site, shall be subject to City's building standards, Design Review process, and applicable rules and regulations.

4.03 Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include an office tower, restaurant, parking lot, and related facilities, subject to the following:

(1) CEQA. The mitigated negative declaration approved by the City on April 7, 2008, as amended; and

(2) Other Uses. Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations.

4.04 Future Approvals. The City hereby agrees that land uses sought by Developer for the Project Site are approved or will be approved pursuant to the terms of

this Agreement, provided that Developer satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the effective date of this Agreement and generally required of developers by the City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, or site plan approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in this Agreement pursuant to those rules, regulation policies and conditions in force on the effective date of this Agreement. Future approvals may relate to design review, parcel map(s), and building permits.

4.05 Vested Right to Develop; Applicable Rules. Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits. Developer shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations.

4.06 Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of Developer's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City Official whom the City Council may designate, such new standards shall become applicable to the Project Site.

4.07 Application of New Rules Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies.

4.08 Future Public Financings. The City retains the discretion, subject to applicable law, to impose upon the Project Site taxes and/or assessments, or increases in such, when imposed on other, but not necessarily all, properties within the City.

4.09 Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are

specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5.

SECTION 5. PERIODIC REVIEW.

City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement.

5.01 Annual Review. City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

5.02 Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures.

5.03 Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.

5.04 Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement.

5.05 Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require.

5.06 Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by Developer. Upon written request by the City, Developer shall pay the City Ten Thousand Dollars ($10,000) per review to cover the City's costs. At the completion of the review, City shall request additional funds should a shortfall exist. Failure, if any, by Developer to pay the monies shall be grounds for declaring Developer to be in default of this Agreement and/or in noncompliance thereof.

SECTION 6. OBLIGATIONS OF DEVELOPER.

6.01 General Obligations. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area.

6.02 Nexus Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny

equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

6.03 Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.

6.04 Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.

6.05 Developer Deposit. Prior to, or concurrently with, the Effective Date, the Developer has delivered to the City the Developer Deposit in the amount of One Hundred Thousand Dollars ($100,000). The City may promptly deposit the Developer Deposit in an interest-bearing account. Any interest accrued by the Developer Deposit will be returned to the Developer upon issuance of a Certificate of Completion unless subject to Section 6.18.

Upon termination of this Agreement after a City Event of Default, the City shall return the Developer Deposit to the Developer. Upon termination of this Agreement pursuant to Section 11.02, a portion of the Developer Deposit shall be returned to the Developer, and a portion shall be retained by the City in accordance with Section 11.02. Upon termination of this Agreement after a Developer Event of Default, the City shall be entitled to the entirety of the Developer Deposit as provided in Section 11.

At the issuance of a Certificate of Completion, the Developer Deposit shall be returned to the Developer.

6.06 Conceptual Development Documents. No later than the date set forth in the Schedule of Performance, the Developer shall submit the Conceptual Development Documents for the Improvements to the City for the City's review and approval. The City shall approve or disapprove the Conceptual Development Documents within sixty (60) days following submission, and, if not approved or disapproved within such sixty (60) day period, the Conceptual Development Documents shall be deemed approved. The City shall approve the Conceptual Development Documents if they are substantially consistent with the description of the Improvements set forth in the Scope of Development. If the City disapproves the submission, the City shall specify in writing the reasons for disapproval. Within sixty (60) days following notice of disapproval from the City the Developer shall thereafter revise the Conceptual Development Documents so as to remove the reasons for disapproval and submit those revised Conceptual Development Documents to the City for approval. The City shall approve or disapprove the revised Conceptual Development Documents within sixty (60) days following submission, and if not disapproved within that sixty (60) day period, the revised

Conceptual Development Documents shall be deemed approved. The process for revision and review shall be repeated until the City has approved the Conceptual Development Documents; provided, however that if the City's approval of the Conceptual Development Documents for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to Section 11.02.

The Developer acknowledges that the City's right to review and approve the proposed Conceptual Development Documents are in addition to, and shall not be limited by, the City's obligation, if any, to review the Developer's proposed Conceptual Development Documents for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's commercially reasonable requested changes or modifications to the proposed Conceptual Development Documents (even in the event that such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building division).

6.07 Application for Applicable Land Use Approvals. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City and any other relevant government agency for the Applicable Land Use Approvals. All applications shall conform to the description of the Improvements set forth in Scope of Development, unless a variation has been previously approved by the City in writing. The applications shall include architectural elevations, and such other information as the City or relevant government agency may require. No later than the date set forth in the Schedule of Performance, the Developer shall obtain the Applicable Land Use Approvals.

6.08 Construction Plans. The Developer shall prepare construction plans for the construction of the Improvements for the City's review and approval. The final construction plans for the Improvements submitted by the Developer for City approval shall consist of all construction documentation upon which the Developer and its contractors shall rely in building the Improvements. Such construction plans shall include (without limitation) final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"). The construction plans shall be based upon the City approved Conceptual Development Documents and the Applicable Land Use Approvals and shall not materially deviate there from without the written consent of the City.

No later than the date set forth in the Schedule of Performance, the Developer shall complete and submit to the City the final construction plans for City review and approval. The City shall have forty-five (45) days from the date of the City's receipt of such constructions plans to either approve or disapprove the construction plans, and if not disapproved within that forty-five (45) day period, the submitted plans shall be deemed approved. If the City disapproves the construction plans, the City shall specify in writing the reasons for disapproval. Within thirty (30) days following notice of disapproval, the Developer shall thereafter revise the construction plans so as to

remove the reasons for disapproval and submit those revised construction plans to the City for approval. The City shall approve or disapprove the revised plans within thirty (30) days following submission, and if not disapproved within that thirty (30) day period, the revised plans shall be deemed approved. The process for revision and review shall be repeated until the City has approved the construction plans; provided, however that if the City's approval of the construction plans for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to 11.03. The Developer acknowledges that the City's right to review and approve the proposed construction plans are in addition to, and shall not be limited by, the City's obligation to review the Developer's proposed construction plans for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's reasonably requested changes or modifications to the proposed construction plans (even in the event that such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building department).

As approved, these construction plans for the applicable component of the Improvements shall be referred to as the "Final Construction Plans".

6.09 Financing Plan. No later than the date set forth in the Schedule of Performance, the Developer shall submit for City approval evidence to the City's satisfaction of the availability of the funds necessary to develop the Improvements as set forth below (the "Financing Plan").

(1) Third-Party Financing. In the event the Developer intends to utilize any third-party financing, then the Financing Plan shall include:

(a) An estimate of the Developer's sources and uses, including a cost breakdown for costs of constructing the Improvements. The sources and uses shall include all assumptions for all debt and equity financing, shall show the timing of uses of each source of financing, and shall break down which expenses each source of financing is funding consistent with the terms of this Agreement. The sources and uses shall detail the amount of the development fee, and shall provide a proposed schedule of payments of the development fee based on performance milestones as to be mutually agreed to by the Developer and the City;

(b) A copy of a commitment to execute a construction contract(s) containing a guaranteed maximum cost for construction of the Improvements, which specifies the expected guaranteed maximum cost;

(c) A description of any joint ventures, limited liability companies or partnerships the Developer proposes to enter into in order to provide funds for construction of any component of the Improvements and acquisition of the Project Site including copies of the proposed joint venture, operating or partnership agreements;

(provided, however, City approval of a financing plan does not constitute approval of any proposed joint venture which shall be subject to Section 9);

(d) A copy of the commitment or commitments obtained by the Developer for loans to assist in financing the construction of the Improvements certified by the Developer to be a true and correct copy or copies thereof; and

(e) A certified financial statement or other financial statement in such form reasonably satisfactory to the City evidencing other sources of capital sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between costs of development and construction of the Improvements and acquisition of the Project Site and the amount available to the Developer from external sources.

(2) Developer Financing. In the event the Developer intends to finance the development of the Development with the Developer's own funds, and will not utilize any third-party financing, then the Financing Plan shall consist of a letter from a reputable financial institution, reasonably acceptable to the City, stating that the Developer has currently available funds or assets to pay for all costs necessary for the development of the Development, substantially in the form attached as Exhibit E. The Developer hereby authorizes the City to contact the financial institution providing such documentation to the City to verify, or otherwise confirm, the Developer's ability to develop the Development and the Developer hereby agrees to provide such additional documentation and execute such additional agreements necessary for the City to determine the Developer's financial condition with the Developer's financial institution. To the extent permitted under applicable law, the City shall keep any financial information obtained confidential.

(3) City Review of Financing Plan. Upon receipt by the City of the proposed Financing Plan, the City shall promptly review the Financing Plan and shall approve or disapprove it within thirty (30) days after submission if it conforms to the provisions of this Agreement. The City's review of the Financing Plan shall be limited to (i) determining if the contemplated financing will be reasonably available, (ii) determining if the financing contemplated in the Financing Plan would provide sufficient funds to undertake and complete the development and construction of the Improvements, and (iii) determining if the Financing Plan is consistent with the terms of this Agreement.

If the Financing Plan is not approved by the City, the City shall notify the Developer in writing of the reasons therefor. The Developer shall thereafter resubmit a revised Financing Plan to the City for its approval within fifteen (15) days after the City's notification of disapproval. The City will either approve or disapprove the revised Financing Plan within thirty (30) days after resubmission by the Developer, and if disapproved, this Agreement may be terminated pursuant to Section 11 below.

The Parties agree that notwithstanding the time requirements set forth in this Section 6.09 for submission and resubmission to the City by the Developer of a

proposed Financing Plan and review and approval of the Financing Plan by the City, the Developer is responsible for assuring that a Financing Plan, in approvable form, is submitted to the City in a timely manner such that the City may have the time permitted by this Section 6.09 to review and approve a Financing Plan no later than the date set forth in the Schedule of Performance. In the event that the Developer desires to redevelop the Project Site in phases, then, as a condition, the City may require the Developer to submit an updated Financing Plan for the applicable component of the Improvements subject to the requirements of this Section.

Prior to the recordation of the Certificate of Completion for all components of the Improvements, any material change, modification, revision or alteration of the approved Financing Plan must first be submitted to and approved by the City for conformity to the provisions of this Agreement. If not so approved, the approved Financing Plan shall continue to control.

6.10 Building Permits. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City, and thereafter diligently pursue and obtain building and construction permits for construction of the Improvements no later than the date set forth in the Schedule of Performance. In the event that the Developer is unable to obtain the building permits by such dates, then such failure shall constitute a Developer Event of Default pursuant to Section 11.03.

6.11 Construction Contracts. The Developer shall enter into Construction Contracts only with licensed contractors having the reputation, experience, skill and financial capability and qualifications for serving as a contractor on first-class construction projects of similar magnitude in Northern California. The contracts shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Final Construction Plans and the Financing Plan.

Within five (5) Business Days following the issuance of the Building Permits for any component of the Improvements, the Developer shall submit a copy of each proposed Construction Contract(s) for such component to the City Manager or his or her designee, for the sole and limited purposes of determining: (i) that the amount of the cost of work is consistent with the amount set forth in the approved Financing Plan, if applicable, for such work; (ii) that the proposed contractor is a reputable licensed contractor; and (iii) that the covenants as to Equal Opportunity in Construction and Prevailing Wages set forth in Section 6.18 of this Agreement have been met.

Unless the City Manager, or a designee, notifies the Developer in writing within ten (10) days after submitting the contract(s) that the contract has been disapproved because it does not meet the requirements of this Section 6.12, it shall be deemed approved. The Developer shall not rely on the City's approval of the Construction Contract(s) as a representation regarding the enforceability or business advantage of the Construction Contract(s). City approval shall merely constitute satisfaction of the condition set forth in this Section 6.11.

To the extent permitted by law, the City shall maintain confidentiality regarding any Construction Contract submitted to the City pursuant to this Section 6.11.

6.12 Payment and Performance Bonds. No later than the date set forth in the Schedule of Performance, the Developer shall deliver to the City forms of one (1) labor and material bond and one (1) performance bond for the Improvements issued by a reputable insurance company licensed to do business in California and reasonably acceptable to the City, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Improvements for the City's review and approval. The bonds shall name the City as co-obligee. Upon receipt by the City of the proposed payment and performance bonds, the City shall promptly review such bonds and approve them within ten (10) days if they satisfy the criteria set forth above, and include any other modification reasonably requested by the City. If the payment and performance bonds are not approved by the City, the City shall set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit revised payment and performance bonds for City approval, which approval shall be granted or denied in ten (10) days in accordance with the criteria and procedures set forth above. Failure of the City to respond within the ten (10)-day period(s) set forth above shall be deemed approval by the City.

Prior to construction, the Developer shall deliver to the City copies of actually issued bonds substantially identical to the forms previously delivered to, and approved by, the City. The Developer may elect to satisfy the obligation set forth in this Section 6.12 by delivering bonds which name the Developer's general contractor(s), and not the Developer, as the principal. If such bonds are not received within the time set forth above, this Agreement may be terminated by the City pursuant to Section 11.

6.13 Insurance. Within ten (10) days following the satisfaction of all conditions to issuance of a building permit for the Office Building Improvements, the Developer shall submit to the City evidence satisfactory to the City that the insurance requirements of Section 19 of this Agreement have been satisfied.

6.14 Parcel Map; Reconfiguration of Site. No later than the date set forth in the Schedule of Performance, the Developer shall apply for a parcel map for the Project Site (or such other necessary documentation or approval required under applicable law) which will eliminate the existing parcel lines and form the Property as a separate parcel from the Restaurant Parcel, and the Parking Parcel. The Developer shall submit any application for a parcel map submitted to the City for its approval to the City. The City shall cooperate in signing any necessary documents for the parcel map. The Developer must have met all conditions to recordation of the parcel map prior to construction of Improvements.

6.15 Evidence of Availability of Funds. All financing necessary to construct the applicable component of Improvements, as approved by the City in the Financing Plan, shall be closed by the Developer prior to, or simultaneously with, the start of construction of Improvements.

6.16 Organizational Documents; Resolutions. Prior to construction of the Improvements, the Developer shall deliver to the City a copy of the Developer's complete organizational documents, a certificate of good standing from the California Secretary of State (dated no more than thirty (30) days prior to construction of the Improvements), and a corporate resolution authorizing the execution of this Agreement.

6.17 Additional Conditions to the Restaurant Parcel. The Developer shall satisfy the following obligations as conditions to the Restaurant Parcel:

(1) Restaurant Commitment; Restaurant Operator. No later than the time specified in the Schedule of Performance, the Developer and the Restaurant Operator shall have negotiated the Restaurant Operator's binding letter of intent, binding request to lease, or other binding preliminary agreement for the operation of the Restaurant Development (the "Restaurant Commitment"), and shall have submitted the proposed Restaurant Commitment to the City. The City's review of the proposed Restaurant Commitment to be executed by the Developer and the Restaurant Operator shall be for the sole purposes of determining that: (i) the Restaurant Operator meets the criteria set forth herein; (ii) the Restaurant Improvements shall constitute a full-service restaurant in accordance with Section 6.11 and the Restaurant Use Agreement and shall be operated for a term of not less than five (5) years following the date of the issuance of the Certificate of Completion for the Restaurant Development; (iii) the term of the Restaurant Lease will be at least five (5) years and, except upon the City's prior written consent, such agreement may not be transferred by the Restaurant Operator during the first five (5) years of the Restaurant Lease; and (iv) the Restaurant Operator is a reputable operator of sit-down dining establishments in California reasonably acceptable to the City.

The City shall have fifteen (15) days following the Developer's submittal of the proposed Restaurant Commitment to either approve or disapprove of the Restaurant Commitment, and, if not approved or disapproved within such fifteen (15) day period, the proposed Restaurant Commitment shall be deemed approved. The City shall approve the proposed Restaurant Commitment if it complies with this Agreement. If the City disapproves the submission, the City shall specify in writing the reasons for disapproval. Within fifteen (15) days following notice of disapproval from the City the Developer shall thereafter revise the proposed Restaurant Commitment so as to remove the reasons for disapproval and submit the revised proposed Restaurant Commitment to the City for approval. The City shall approve or disapprove the revised proposed Restaurant Commitment within fifteen (15) days following submission, and if not disapproved within that fifteen (15) day period, the revised proposed Restaurant Commitment shall be deemed approved. The process for revision and review shall be repeated until the City has approved the Restaurant Commitment; provided, however that if the City's approval of the Restaurant Commitment has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to Section 11.

(2) Restaurant Operator. In connection with the City's review of the Restaurant Commitment, the City shall review the identity of the proposed Restaurant Operator. The City shall approve of the proposed Restaurant Operator provided that the proposed Restaurant Operator provides evidence, reasonably acceptable to the City, that the Restaurant Operator shall not operate the Restaurant with any of the following features:

(a) A drive-through window service;

(b) A pre-prepared food menu of self-service or buffet style-food selections;

(c) A restaurant offering continuous 24-hour food service;

(d) A restaurant that receives more than forty percent (40%) of its monthly gross income from the sales of alcoholic beverages;

(e) A restaurant that receives more than ten percent (10%) of its monthly gross income from the sales of take-out service or prepared to-go food;

(f) A Restaurant that receives more than ten percent (10%) of its monthly income from the preparation or delivery of catered foods.

(3) Restaurant Lease. Promptly following the City's approval of the Restaurant Commitment and the Restaurant Operator, the Developer shall negotiate the terms of the proposed Restaurant Lease and shall submit such lease to the City for the City's limited review and approval prior to execution. The City shall review the proposed Restaurant Lease pursuant to the process set forth in subsection (2), above, provided; however, the City may only disapprove of such proposed Restaurant Lease in the event such lease is not consistent with the terms of the Restaurant Commitment previously approved by the City.

6.18 Construction of the Improvements.

(1) Commencement of Construction. Subject to extension of time for enforced delay pursuant to Section 10.01 or any delay caused solely by the City, the Developer shall commence construction of the Improvements no later than the date set forth in the Schedule of Performance.

(2) Completion of the Construction of the Improvements. Subject to extension of time for enforced delay pursuant to Section 10.01 below, the Developer shall diligently prosecute to completion the construction of the Improvements no later than the date set forth in the Schedule of Performance.

(3) Payment of Construction Costs. The Developer shall be solely

responsible for all costs associated with the construction of the Improvements in accordance with this Agreement and the Final Construction Plans.

(4) Construction Pursuant to Plans. Unless modified by operation of this Section 6.19, all work of construction and development of the Improvements therein shall be done in accordance with the approved Final Construction Plans.

(5) Material Change in Plans. The Developer shall construct the Improvements in accordance with the Final Construction Plans and the Applicable Land Use Approvals set forth in Section 6.08. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the approved Final Construction Plans. A written change order authorized by the City must be obtained before any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the approved Final Construction Plans.

If the City does not approve or disapprove a proposed change order within five (5) Business Days after receipt, then the change order shall be deemed authorized. Consent to any additions, changes, or deletions to the work shall not relieve or release the Developer from any other obligations under this Agreement. No change order shall be implemented by the Developer or the general contractor without the prior written approval of the City; provided, however, that a change order necessitated by an emergency construction situation, such as unexpected soils conditions or any emergency engendering health, life or property, may be made without City consent, so long as the Developer provides the City with immediate notification by telephone or fax, and provides the City with the reason for and cost of such emergency change order.

(6) Progress Reports. Until the completion of construction of all of the Improvements evidenced by the City's issuance of the Certificate of Completion for the Improvements, the Developer shall provide quarterly written reports regarding construction progress in such detail as the City may reasonably require.

(7) Equal Opportunity. During the construction of the Improvements there shall be no discrimination on the basis of race, color, creed, age, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work. The Developer and its contractors, employees and agents shall comply with all state laws, including all equal opportunity and fair employment law and regulations applicable to the Improvements. Moreover, the Developer, by and through its construction contractor(s), shall give preference, to the extent practicable, for employment to those individuals residing within the geographical area governed by the City.

(8) Prevailing Wages.The Developer shall, and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Improvements as those wages are determined pursuant to Labor Code Sections 1720 etseq., and the

implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 etseq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 etseq., and the implementing regulations of the DIR. The Developer shall, and shall cause the contractor and subcontractors to, keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 etseq., and that apprentices have been employed as required by Labor Code Section 1777.5 etseq., and immediately upon request shall deliver certified payrolls in compliance with Labor Code Sections 1720 etseq. to the City. The Developer's failure to deliver, or cause the delivery of, such certified payrolls to the City in accordance with this Section 6.18 shall constitute a Developer Event of Default. Copies of the currently applicable per diem prevailing wages are available from the DIR. During the construction of the Improvements, the Developer shall or shall cause the contractor to post at the Project Site the applicable prevailing rates of per diem wages. The Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 etseq., to hire apprentices in accordance with Labor Code Sections 1777.5 etseq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 etseq., and the implementing regulations of the DIR in connection with construction of the Improvements, or any other work undertaken or in connection with the Project Site. The obligations set forth in this Section 6.18 shall apply to the construction of the Improvements and the initial construction of all tenant improvements within all portions of the Improvements. Following the construction of the initial tenant improvements within all portions of the Improvements, the obligations set forth herein shall terminate; provided, however, the Developer's indemnity obligation shall remain in effect and shall survive the termination or expiration of this Agreement.

(9) Development In Compliance With Law. The Developer shall cause all construction to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the applicable portion of the Project Site.

(10) Construction Responsibilities. The Developer shall coordinate and schedule the construction work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement. At all times during the construction of the Development, the Developer shall provide vehicular and

pedestrian access to the public library adjacent to the Project Site; provided, however, the Developer may change the specific access to such library, during the course of construction of the Improvements, in accordance with the Applicable Land Use Approvals and/or the Building Permit. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the construction of the Improvements, including (but not limited to): (i) the quality and suitability of the Final Construction Plans, (ii) the supervision of construction work, (iii) the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers, and (iv) the means, methods, or techniques utilized by the Developer or any party under direct or indirect control of the Developer. Any review or inspection undertaken by the City with reference to the Project Site, the Improvements is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements.

(11) Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against any portion of the Project Site or a stop notice is served on any other lender or other third party in connection any portion of the Project Site, the Improvements, then the Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in Section 6.18.11(a), then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer.

(c) The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction on the Improvements for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against any portion of the Project Site. The Developer authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in any portion of the Project Site, and the Improvements.

(12) Certificate of Completion.Promptly after completion of the Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and

completion thereof), the City will provide a Certificate of Completion for the Development. Such certification shall be conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements (excluding the Developer's obligation set forth in Section 6.18.8) and the dates for the beginning and completion thereof have been met. Such certification shall be in such form as reasonably determined by the City. Such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code.

(13) Construction of Public Improvements. In connection with the construction of the Improvements, the Developer shall, or shall cause, the construction of all public improvements required by the Applicable Land Use Approvals, including, but not limited to a pedestrian and bicycle path along the southern boundary of the Project Site. Such public improvements shall be constructed in accordance with, and upon completion, shall be offered for acceptance by the City in accordance with the City's standard procedure for construction and completion of public improvements. To permit the development of such bicycle path, the City shall grant the Developer a right of entry pursuant to a license agreement in a form mutually acceptable to the Parties.

6.19 Continuing Covenants

(1) Nature of Obligations. Throughout the Term, the covenants set forth in this Section 6.19, shall be continuing covenants of Developer and its successors and assigns with respect to the Project Site.

(a) General Use and Maintenance. The Developer agrees to use the Project Site for the specific purpose of developing and operating the Improvements as set forth in this Agreement and the Applicable Land Use Approvals, and shall maintain the Project Site and the Improvements in good repair and in a neat clean and orderly condition and in full compliance with this Agreement, and all applicable local, state, and federal laws and regulations. If there arises a condition in contravention of this Section 6.19, and if the Developer has not cured such condition within thirty (30) days after receiving City notice of such a condition (or within a reasonable period of time, but in no event to exceed sixty (60) days, if such cure cannot be completed within said thirty (30) day period), then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Project Site.

(b) Office Building.The Parties acknowledge that the quality and mix of tenants in the Office Building are important to the overall success of the Office Building and is important to the City in order to maintain the quality and character of the Office Building consistent with the goals and objectives of the City. To that end, the Parties agree that, to the extent a Party selects or approves tenants, subtenants, or assignees, the Office Building shall be operated in a manner consistent with a "Class A" office

building and that in selecting tenants or subtenants for the Office Building certain uses shall be prohibited and shall not be allowed under any circumstances. Prohibited uses include any use which emits a noxious or obnoxious odor, dust, vibration, noise or sound which can be heard or smelled outside any space within the Office Building; any operation primarily used as a wholesale or warehouse operation and any assembling, refining, smelting, agricultural or mining operation; any second hand store, thrift store, surplus store or flea market; any fire sale, bankruptcy sale (unless under court order) or auction house operation; any central laundry, dry cleaning plant, or laundromat; any recycling facility except as required by law; any business where the primary enterprise is the sale of liquor or beer for off premise consumption; any adult oriented establishments whether for sale, rent or on-site use or viewing including adult book stores/adult cabaret/adult motion picture theater/or adult arcade; any theater of any type, any day spa, any church, or house of worship, any veterinary hospital or kennel or similar animal-related uses; any establishments for sale or rent of funerary supplies, mortuary or related activities or services; any manufacturing facility; any facility for repair of any appliances or other products; any establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts; any facility using/storing or treating Hazardous Materials or facility for rent or storage spaces or for warehousing; any facility for the housing of passive components such as digital switching units; any sale of firearms, guns or explosives; any sale of military or security supplies or surplus; any massage parlor; any card room, fortune teller, any tattooing or body piercing parlors; any sale of drug paraphernalia or supplies; any ice dispenser; any feeding center; and any storage facility.

(c) Restaurant Improvements. As more particularly set forth in Exhibit D, the Restaurant Use Agreement requires that the Restaurant Development be used and operated as a quality, full-service, sit-down restaurant, and that no drive-through window or other drive-through service shall be permitted.

(2) Hazardous Materials.

(a) Covenants.

(i) No Hazardous Materials Activities. The Developer hereby represents and warrants to the City that the Developer shall not cause or permit any portion of the Project Site or the Improvements thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials.

(ii) Hazardous Materials Laws. The Developer shall comply and cause the Project Site and the Improvements thereon to comply with Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions.

(iii) Notices. The Developer shall immediately notify the City in

writing of: (i) the discovery of any Hazardous Materials on or under any portion of the Project Site; (ii) any knowledge by the Developer that any portion of the Project Site does not comply with any Hazardous Materials Laws; (iii) any claims or actions pending or threatened against the Developer, any portion of the Project Site, or the Improvements by any governmental entity or agency or any other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project Site, that could cause any portion of the Project Site, or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Sections 25220, etseq., or any regulation adopted in accordance therewith.

(iv) Remedial Action. The Developer shall immediately take, at Developer's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims.

(v) Environmental Indemnity. Without limiting the generality of the indemnity set forth in Section 18, the Developer shall indemnify and hold harmless the City and their respective board members, council members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Developer or its contractors, subcontractors, tenants, agents, employees, and licensees of Hazardous Materials on, under, or about any portion of the Project Site, or the Improvements, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Project Site, or the Improvements, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorney's fees, excluding therefrom the extent to which the City, or the City, or their respective board members', officers', officials', employees' or agents' acts or omissions caused or led to any claims, losses, liabilities, and damages as determined by the application of comparative fault principles as applied by the courts of the State of California. This obligation to indemnify shall survive termination of this Agreement.

(4) Taxes and Assessments. The Developer shall pay when due all real property taxes and assessments assessed and levied on the Project Site and the Improvements, and shall remove any lien or attachment made on the Project Site or the Improvements.

(5) Changes. The Developer shall promptly notify the City in writing of any changes in the location of any place of business or tangible material assets of the Developer, and of any other change in fact or circumstance represented or warranted at any time by the Developer to the City.

(6) Mitigation Measures. The Developer shall perform and observe the mitigation measures applicable to the Project Site and the Improvements and the Public Improvements, if any, as set forth in the Applicable Land Use Approvals.

(7) Notification of Litigation.The Developer shall promptly notify the City in writing of (a) any litigation that (1) affects the Developer or any portion of the Project Site and (2) would materially adversely affect the Developer's capacity to perform its obligations under this Agreement, and (b) any claims or disputes that involve a material risk of litigation that would materially adversely affect the Developer's capacity to perform its obligations under this Agreement.

(8) Sales and Use Tax Allocations.

(a) The Developer shall require that its contractors and subcontractors exercise their option to obtain a Board of Equalization sub permit for the jobsite and allocate all eligible use tax payments to the City. Prior to beginning the construction of the Improvements, the Developer shall require that its contractor and subcontractors provide the City with either a copy of the sub permit or a statement that use tax does not apply to their portion of the job.

(b) The Developer shall review the direct payment process established under California Revenue and Taxation Code 7051.3 and, if eligible, use the permit so that the local share of its use tax payments is allocated to the City. The Developer shall provide the City with either a copy of the direct payment permit or a statement certifying ineligibility to qualify for the permit. The Developer shall further work with the City to inform all commercial tenants and operators of the Improvements about the direct payment permit process and require their participation if qualified.

6.20 Financial Obligations

(1) Landscape and Lighting.Developer agrees that the Project Site will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's existing Lighting and Landscaping District prior to issuance of any permits for the Project Site.

(2) Police CFD.Developer agrees to cooperate with City's efforts to annex the Project Site into City of Pittsburg Community Facilities District No. 2004-01,as adopted pursuant to Resolution No. 04-10071 (the "Police Services District")in order to fund police services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Police Services District prior to issuance of any permits for the Project Site.

(3) Fire District CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into Contra Costa County Fire Protection Community Facilities

District,to be established by the Contra Costa County Fire Protection District (the "Fire Services District") in order to fund fire services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Fire Services District prior to issuance of any permits for the Project Site.

(4) Property Taxes.Developer shall not seek to reduce the Project Site's assessed value with the Contra Costa County Assessor or State Board of Equalization.

(5) eBART CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into proposed City of Pittsburg Community Facilities District No. 2014-01 for the Railroad Avenue Specific Plan Area (the "eBART District"), to be established by the City in order to finance the construction of the eBART Railroad Avenue Station. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's eBART District prior to issuance of any permits for the Project Site.

6.21 Business License. At all times, the Developer, its contractors and subcontractors are required to maintain an active business license with the City.

6.22 Continuing Obligations. Notwithstanding any other provision of this Agreement, Developer's obligations under Section 6, inclusive, shall constitute a continuing obligation and bind Developer, its successors and/or assigns as long the Project exists. Developer's obligations under Section 6 shall survive this Agreement's termination and continue in full force and effect until the Project ceases and all entitlements are vacated. Failure by Developer of any of the obligations listed in this Section 6 will constitute a Default under Section 11.

SECTION 7. OBLIGATIONS OF CITY.

In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:

7.01 Processing. Upon satisfactory completion by Developer of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following:

(a) the holding of all required public hearings; and

(b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications,

plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor as required by the Existing Rules.

7.02 Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefor.

SECTION 8. AMENDMENTS.

8.01 Major Amendments. A "Major Amendment" shall be any modification that makes a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council.

8.02 Minor Amendments. 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, including the terms of the Project Description attached hereto as Exhibit B. Minor Amendments may be approved by the prior written consent of the Manager.

8.03 Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager.

SECTION 9. TRANSFERS AND ASSIGNMENTS.

9.01 City's Intent. Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement.

9.02 Transfers Prohibited. The limitations on Transfers set forth in this Article 9 shall apply from the Effective Date until the issuance of the final Certificate of Completion for the Improvements. The Developer shall not make or create any

Transfer, either voluntarily or by operation of law, without the prior written approval of the City, which may be granted or denied in the City's sole discretion. Any Transfer made in contravention of this Section 9.02 shall be void and shall be deemed to be a Developer Event of Default, whether or not the Developer knew of or participated in such Transfer.

The City shall not withhold approval of a Transfer of (i) a security interest in the Project Site through a Security Financing Interest for the benefit of a lender making a loan identified in the approved Financing Plan; (ii) all or a portion of the Project Site to an entity Controlled by the Developer, provided such entity delivers to the City its organizational documents and any other documentation reasonably requested by the City to demonstrate such control by the Developer, and executes an assignment and assumption agreement, in a form provided by the City, and such other documentation reasonably requested by the City to evidence the transfer of the Developer's obligations under this Agreement to such entity; (iii) the leasing of the Office Building by the Developer to third-party tenants in the ordinary course of the Developer's business and in accordance with Section 6.20; or (iv) the lease of the Restaurant Development to the Restaurant Operator pursuant to the City-approved Restaurant Lease.

9.03 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party.

9.04 Request Procedure. City shall administer the provisions of this Section through its City Manager. Developer shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section.

9.05 Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from Developer. Developer shall promptly furnish any and all information required under this Section as the City considers Developer's request for consent to the proposed assignment or transfer.

9.06 Approval of Assignment. The City Manager may, at his or her discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for approval. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify Developer in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council.

9.07 Notice of Proposed Assignment. Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

9.08 Conditions and Standards. The conditions and standards referred to above are as follows:

(1) Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;

(2) Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(3) Such assignment or transfer will not impair the ability of City to achieve the objectives of its General Plan and this Agreement;

9.09 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains over fifty percent (50%) of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

9.10 Notice of Assignment. Upon receiving approval of an assignment, Developer shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.

9.11 Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement.

SECTION 10. DELAYS IN PERFORMANCE.

10.01 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their

obligations hereunder during any period of reasonable delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party. A Party seeking excuse from performance under this section shall provide written notice to the other Party within seventy-two (72) hours of the event preventing or delaying performance. Such notice shall include (1) a request for extension of performance, (2) specific reasons the event qualifies as an excusable delay in or prevention of performance under this section and (3) an estimate of the duration of any delay. The Party receiving a notice properly made under this section shall have seven (7) days to provide a written response approving the request, in whole or in part, or denying the request and stating that the delay or prevention of performance will constitute an event of default.

10.02 Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

10.03 Notice of Permitted Delays. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

SECTION 11. DEFAULT.

11.01 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given Developer notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof.

11.02 No Fault of City.

(1) No Fault of City. At any time following the second (2nd) anniversary of the Effective Date, the City may terminate this Agreement by providing a written notice to the Developer. Following such written notice, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination). After a termination pursuant to this Section 11.02(1), any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04, and those provisions of this Agreement that recite that they survive termination of this Agreement. Nothing in this Section 11.02 shall limit or impair the City's right to declare a Developer Event of Default in accordance with Section 11.03.

(2) Developer Deposit. Upon such termination of this Agreement pursuant to Section 11.02(1), the Parties will divide the Developer Deposit so that one-half (1/2) of the Developer Deposit is retained by the Developer, and one-half (1/2) of the Developer Deposit is retained by the City.

(3) Acknowledgement of City Discretion. The Developer agrees and acknowledges that the City has absolute discretion in determining whether or not it should terminate this Agreement pursuant to Section 11.02(1). The Developer further agrees and acknowledges that in the event the City terminates this Agreement pursuant to Section 11.02(1), the Developer (i) may suffer economic loss or other consequences; and (ii) specifically releases and waives any claim against the City for such loss or economic consequences in connection with the determination of the City to terminate this Agreement pursuant to Section 11.02(1). The Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks related to the City's discretion to terminate this Agreement and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Developer's Initials:_____

11.03 Fault of Developer.

(1) Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Developer Event of Default".

(a) The Developer fails to submit the design development plan, or

plans, or obtain the City's approval of such plans, as applicable, within the time specified in Section 6.06.

(b) The Developer fails to apply for the Applicable Land Use Approvals within the time specified in Section 6.07, or diligently pursue issuance of those permits and approvals.

(c) The Developer fails to submit the construction plan, or plans, or obtain the City's approval of such plan(s), as applicable, within the time specified in Section 6.08.

(d) The Developer fails to submit to the City, or fails to obtain City approval of the Financing Plan, within the time specified in Section 6.09.

(e) The Developer fails to apply for, or obtain the building permits within the timeframe specified in Section 6.10.

(f) The Developer fails to submit to the City, or fails to obtain City approval of the Construction Contract, or fails to deliver the payment and performance bonds within the times specified in Section 6.12, respectively.

(g) The Developer fails to submit the evidence of insurance within the times specified in Section 6.13.

(h) The Developer fails to complete the subdivision of the Property within the time frame specified in Section 6.14.

(i) The Developer fails to provide the evidence of availability of funds as required in Section 6.15.

(j) The Developer fails to construct the Improvements within the time and in the manner specified in Section 6.18.

(k) The Developer fails to use and operate the Project Site in the manner set forth in Section 6.19.

(l) The Developer attempts or completes a Transfer except as permitted under Section 9.

(m) The Developer breaches any other material provision of this Agreement.

(2) Upon the happening of any event described in Section 11.03(1), the City shall first notify the Developer in writing of its purported breach or failure, and the Developer shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure within such period (or, in the event such breach

or failure cannot be cured within thirty (30) days the Developer fails to commence to cure within such period and thereafter fails to diligently cure to completion in no event to exceed ninety (90) days, then the event shall constitute a "Developer Event of Default" and the City shall be afforded all of the following rights and remedies: (i) terminating in writing this entire Agreement; (ii) prosecuting an action for damages; (iii) retaining the Developer Deposit and interest earned thereon; (iv) seeking specific performance of this Agreement; (v) obtaining plans, data, and approvals pursuant to Section 11.04; (vi) the remedies specified in Sections 12.01 and 12.03; and (vii) any other remedy permitted by law.

11.04 Plans, Data and Approvals. If this Agreement is terminated pursuant to Sections 11.02 or 11.03, then the Developer shall promptly deliver to the City copies of all plans and specifications for the Improvements, all permits and approvals obtained in connection with the Improvements, and all applications for permits and approvals not yet obtained but needed in connection with the Improvements.

11.05 Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.06 Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

11.07 General Default Remedies. After notice and expiration of the thirty (30) day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868, to seek mandamus, specific performance, injunctive or declaratory relief, or to foreclose under the Deed of Trust.

11.__ **LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, THE CITY AND THE DEVELOPER AGREE THAT THE CITY WILL SUSTAIN DAMAGES, AND THAT CITY'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, AND WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE CITY, AS THE CITY'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE DEVELOPER DEPOSIT AND TO FORECLOSE UNDER THE DEED OF TRUST AS LIQUIDATED DAMAGES AND AS**

CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THEREFORE, THE PARTIES AGREE AFTER NEGOTIATION BETWEEN THEM THAT FORECLOSURE ON THE PROJECT SITE AND RETENTION OF THE DEVELOPER DEPOSIT, AS LIQUIDATED DAMAGES, WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE CITY. BY PLACING THEIR INITIALS IN THE SPACE BELOW, BOTH PARTIES AGREE TO THE LIQUIDATED DAMAGES SET FORTH ABOVE. IN THE EVENT OF A DEVELOPER EVENT OF DEFAULT OR FAILURE IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE CITY'S FORECLOSURE UNDER THE DEED OF TRUST AND RECEIPT OF THE DEVELOPER DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER AND CITY HEREUNDER SHALL TERMINATE (EXCEPT THOSE PROVISIONS SPECIFIED TO SURVIVE THE TERMINATION OF THIS AGREEMENT), AND (B) DEVELOPER SHALL RETURN PROMPTLY TO THE CITY ALL DOCUMENTS AND INSTRUMENTS. THE FORECLOSURE OF THE DEED OF TRUST AND PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

CITY'S INITIALS:	DEVELOPER'S INITIALS:
_____	_____

11.08 Remedies Cumulative. Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.09 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.10 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement.

11.11 Effect of Developer Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City.

11.12 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver.

11.14 Attorneys' Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.

11.15 Venue. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa or where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law.

11.16 Survival. Upon termination of this Agreement under this Article 11, the following provisions of this Agreement shall survive: the waiver in Sections 6.06, 11.02 and 18, and the Developer's indemnification obligations set forth herein. This Section 11.16 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

SECTION 12. APPROVALS.

12.01 Approvals.

(a) Whenever this Agreement calls for City approval, consent, or waiver, including but not limited to changes to the Final Construction Plans, the written approval, consent, or waiver of the City Manager or his or her designee(s) shall constitute the approval, consent, or waiver of the City, without further authorization required from the

City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency.

(b) All approvals under this Agreement shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.

SECTION 13. RIGHT OF REVERTER.

14.01 Right of Reverter. If this Agreement is terminated pursuant to Section 11.03 and such termination occurs prior to issuance of the Certificate of Completion for any portion of the Improvements pursuant to Section 6.19, then the City shall have the right to reenter and take possession of any portion of the Project Site and all Improvements thereon, and to revest in the City the estate of Developer in that portion of the Project Site.

Upon revesting in the City of title to the Project Site, or any portion thereof, the City shall promptly use its best efforts to resell the revested portion of the Project Site. The City may also determine, in its sole discretion, to complete the construction of all or any of the Improvements, prior to the sale of the Project Site. Upon sale, the proceeds shall be applied as follows:

(1) First, to reimburse the City, for any reasonable costs it incurs in managing or selling the Project Site, or in connection with the completion of the construction of the Improvements, including but not limited to amounts to discharge, or to prevent liens or encumbrances arising from any acts or omissions of Developer;

(2) Second, to the City up to the amount that the City has expended in connection with the Development and to reimburse the City for damages to which it is entitled under this Agreement by reasons of the Developer's default;

(3) Third, to the Developer in the amount of the reasonable costs of the Developer (excluding any other payment by the City) in undertaking the construction of the Improvements on the Project Site; and

(4) Any balance to the City.

The right of reverter contained in this Section 13.01 was set forth in the grant deed transferring the Project Site from the Successor Agency to Developer.

13.02 Rights of Mortgagees. Any rights of the City under Section 13.01 and under Section 11.03 shall not defeat, limit or render invalid any lease, mortgage, deed of trust or any other security interest permitted by this Agreement or otherwise consented to by the City in writing or any rights provided for in this Agreement for the protection of holder of security interests in the Property.

13.03 Option to Repurchase, Reenter and Repossess.

(1) The City shall have the additional right at its option to repurchase, reenter and take possession of the Project Site or any portion thereof owned by the Developer with all improvements thereon, prior to the issuance of the Certificate of Completion for the Improvements, if there is a Developer Event of Default pursuant to Section 11.03.

(2) Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any Approved Security Interest permitted by this Agreement; or

(b) Any rights or interest provided in this Agreement for the protection of the holder of such Approved Security Interests.

(3) To exercise its right to repurchase, reenter and take possession with respect to the Project Site owned by the Developer, the City shall pay to the Developer in cash an amount equal to:

(a) Two Dollars ($2.00); plus

(b) The fair market value of the improvements existing on the applicable portion of the Project Site at the time of the repurchase, reentry and repossession; less

(c) Any gains or income withdrawn or made by the Developer from the applicable portion of the Project Site or the improvements thereon; less

(d) The value of any unpaid liens or encumbrances on the applicable portion of the Project Site which the City assumes or takes subject to said encumbrances.

SECTION 14. SECURITY FINANCING INTERESTS.

14.01 No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, lines of credit, or any other reasonable method of security, are permitted to be placed upon the Project Site prior to issuance of a Certificate of Completion pursuant to Section 6.19 for any component of the Improvements, but only for the purpose of securing funds to be used for financing the acquisition of the Project Site or construction of the Improvements on the applicable portion of the Project Site, and any other expenditures necessary and appropriate to develop the Project Site in accordance with this Agreement, and costs and expenses incurred or to be incurred by the Developer in furtherance of this Agreement and only if previously approved by the City in writing pursuant to this Agreement. The Developer shall promptly notify the City of any

mortgage, deed of trust, sale and lease-back or other financing, conveyance, encumbrance or lien that has been or will be created or attached to the Project Site. The words "mortgage" and "deed of trust" as used in this Agreement includes all other appropriate modes of security for financing real estate acquisition, construction, and land development. Mortgages, deeds of trust and other reasonable methods of security permitted by this Section 14 are collectively referred to herein as a "Security Financing Interest."

14.02 Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Project Site or any part thereof be construed so to obligate such holder (except as set forth in Section 14.03 below). However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Project Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement.

14.03 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Section 11 of this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation in construction of the Improvements, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Project Site or any portion thereof a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at each holder's option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy (in which case such holder shall thereafter diligently and promptly pursue such cure to completion) any such default or breach affecting the Project Site and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made, as reasonably determined by the City) without first having expressly assumed, in writing, the Developer's obligations to the City under this Agreement pursuant to an assignment and assumption agreement prepared by the City and recordable among the official records of the County (the "Security Financing Interest Assignment"). Pursuant to the Security Financing Interest Assignment the holder must agree to complete the construction of the Improvements in the manner provided in this Agreement, and, in connection with the execution of such assignment, submit evidence satisfactory to the City that it has the qualification and financial responsibility necessary to perform such obligations. Any such holder properly completing the Improvements pursuant to this Section and the Security Financing Interest Assignment shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. In the event there are multiple holders of Security

Financing Interests, then the City shall accept a cure from such holder of the most senior Security Financing Interest.

14.04 Failure of Holder to Complete Improvements. In any case where three (3) months after having given notice of default by the Developer in completion of the Improvements under this Agreement to the holder of record of any Security Financing Interest, and such holder, having first exercised its option to construct the applicable Improvements pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the City), the City shall be afforded the rights against such holder it would otherwise have against Developer under this Agreement.

14.05 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements (by electing not to execute the Security Financing Interest Assignment), the City may cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site or any portion thereof to the extent of such costs and disbursements.

14.06 Holder to be Notified. The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with Security Financing Interests and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its coming into any security right or interest in the Project Site.

14.07 Estoppel Certificate. Upon the written request of the Developer, the City shall provide an estoppel certificate, in a form reasonably acceptable to the City, stating (1) whether this Agreement is in effect; (2) whether this Agreement has been amended in any way; and (3) whether the Developer is in default under this Agreement. The City shall provide such estoppel certificate within thirty (30) days after receipt of Developer's request, or such time as the Parties mutually agree.

SECTION 15. RELATIONSHIP OF PARTIES.

15.01 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

15.02 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

15.03 No Third Party Beneficiaries. The only parties to this Agreement are

Developer and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

15.04 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

SECTION 16. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

SECTION 17. SUPERSEDURE OF SUBSEQUENT LAWS OF JUDICIAL ACTION.

The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

SECTION 18. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding.

SECTION 19. HOLD HARMLESS AGREEMENT.

Developer hereby agrees to, and shall defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees.

SECTION 20. INDEMNIFICATION.

(1) Third Party. Developer 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 not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement. City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein.

(2) Construction or Operation. Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(3) Developer's Release of the City. The Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and their council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Project, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(4) Scope of Release. The release set forth in Section 18 hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection

and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"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."

Developer's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation.

(5) Separate Agreement. The parties agree that this Section 18 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 18, which shall survive such invalidation, nullification, or setting aside.

SECTION 21. LIABILITY INSURANCE

A. Developer shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

B. Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.

C. Developer shall provide the City with a certificate and endorsement, in forms satisfactory to the City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days' prior written notice to City.

D. If such coverage is canceled or reduced, Developer shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City 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, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

SECTION 22. NOTICES.

Any notice or communication required hereunder between City or Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Pittsburg
Attn: City Manager
65 Civic Avenue
Pittsburg, CA 94565

With copies to: Meyers Nave
Attn: Ruthann G. Ziegler
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Notices to Developer shall be addressed to:

Garaventa Enterprises, Inc.
2540 Bates Avenue
Concord, CA 94520
Attn: Joe Garaventa

SECTION 23. EXHIBITS.

23.01 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation.

Exhibit A - Project Site
Exhibit B – Scope of Development/Project
Exhibit C – Schedule of Performance
Exhibit D – Form of Restaurant Use Agreement
Exhibit E – Form of Financing Plan Letter
Exhibit F – Performance Deed of Trust

23.02 Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement.

SECTION 24. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof.

SECTION 26. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

Executed at Pittsburg, California on

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

City of Pittsburg	Garaventa Enterprises, Inc.
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

_____

ATTEST:

_____

_____

EXHIBIT "A"

Site Map

N

Title: Garaventa Enterprises Development Agreement - Pittsburg Civic Tower.	*Location:* NW corner Railroad Ave and SR4 APNs: 086-100-024 and -026

EXHIBIT A-1

LEGAL DESCRIPTION
SITE AREA
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE CITY OF PITTSBURG RESOLUTION NO. 1159 BY DEED RECORDED MARCH 9, 1948 IN BOOK 1181 OF OFFICIAL RECORDS, AT PAGE 488 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION THAT CERTAIN PARCEL OF LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1950, IN BOOK 1509 OF OFFICIAL RECORDS, AT PAGE 590, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED SEPTEMBER 18, 1963, IN BOOK 4452 OF OFFICIAL RECORDS, AT PAGE 207, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID PARCEL OF LAND (4452 OR 207);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID PARCEL OF LAND (4452 OR 207), SOUTH 17°42'22" WEST (THE BEARING OF SAID NORTHWESTERN LINE BEING TAKEN AS SOUTH 17°42'22" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 98.26 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 72°17'38" EAST 37.17 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 27°16'21" WEST 55.63 FEET;

THENCE, ALONG THE ARC OF A TANGENT 739.27 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°55'26", AN ARC DISTANCE OF 50.63 FEET;

THENCE, SOUTH 23°20'55" WEST 63.41 FEET;

THENCE, NORTH 72°17'38" WEST 23.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°53'59", AN ARC DISTANCE OF 2.83 FEET;

THENCE, ALONG THE ARC OF A REVERSE 30.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 47°11'37" WEST, THROUGH A CENTRAL ANGLE OF 25°28'19", AN ARC DISTANCE OF 13.56 FEET;

THENCE, SOUTH 68°16'42" WEST 16.14 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36°14'30", AN ARC DISTANCE OF 19.29 FEET;

THENCE, NORTH 75°28'48" WEST 344.18 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°56'38", AN ARC DISTANCE OF 4.01 FEET;

THENCE, SOUTH 12°34'34" WEST 12.59 FEET;

THENCE, NORTH 77°25'24" WEST 348.17 FEET;

THENCE, NORTH 12°34'34" EAST 22.82 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 29, 1948,IN BOOK 1312 OF OFFICIAL RECORDS, AT PAGE 70 IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AS SAID PARCEL OF LAND IS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 2193, RECORDED APRIL 15, 1996 IN BOOK 108 OF LICENSE SURVEYORS' MAP, AT PAGE 47 IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE EASTERN LINE OF SAID PARCEL OF LAND (1312 OR 70), NORTH 17°42'22" EAST 240.00 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL OF LAND;

THENCE, FROM SAID NORTHEASTERN CORNER, NORTH 14°27'13" EAST 35.82 FEET;

THENCE, NORTH 13°26'03" EAST 14.06 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.53 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°56'24", AN ARC DISTANCE OF 3.84 FEET;

THENCE, SOUTH 79°04'27" EAST 5.64 FEET;

THENCE, SOUTH 82°17'46" EAST 36.36 FEET;

THENCE, SOUTH 88°07'48" EAST 19.66 FEET;

THENCE, SOUTH 00°02'27" WEST 7.00 FEET;

THENCE, SOUTH 00°41'09" EAST 13.21 FEET;

THENCE, ALONG THE ARC OF A TANGENT 220.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°23'31", AN ARC DISTANCE OF 70.62 FEET;

THENCE, SOUTH 17°42'22" WEST 15.87 FEET;

THENCE, SOUTH 72°17'38" EAST 226.47 FEET;

THENCE, NORTH 17°42'22" EAST 145.82 FEET;

THENCE, SOUTH 72°17'38" EAST 119.51 FEET;

THENCE, SOUTH 27°17'38" EAST 12.39 FEET;

THENCE, SOUTH 72°17'38" EAST 10.22 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32", AN ARC DISTANCE OF 4.79 FEET;

THENCE, SOUTH 72°17'38" EAST 28.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC DISTANCE OF 3.90 FEET;

THENCE, SOUTH 74°03'49" EAST 9.86 FEET;

THENCE, NORTH 62°42'22" EAST 13.18 FEET;

THENCE, SOUTH 72°17'38" EAST 132.31 FEET;

THENCE, ALONG THE ARC OF A TANGENT 194.03 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°43'29", AN ARC DISTANCE OF 19.39 FEET;

THENCE, SOUTH 66°35'00" EAST 20.10 FEET;

THENCE, ALONG THE ARC OF A TANGENT 207.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°43'30", AN ARC DISTANCE OF 20.68 FEET;

THENCE, SOUTH 72°17'38" EAST 85.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 26.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 72°45'37", AN ARC DISTANCE OF 33.65 FEET;

THENCE, NORTH 89°32'01" WEST 4.11 FEET;

THENCE, SOUTH 18°24'01" WEST 27.76 FEET;

THENCE, SOUTH 27°22'49" WEST 55.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 215,915 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION
THE PROPERTY
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE CITY OF PITTSBURG RESOLUTION NO. 1159 BY DEED RECORDED MARCH 9, 1948 IN BOOK 1181 OF OFFICIAL RECORDS, AT PAGE 488 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION THAT CERTAIN PARCEL OF LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1950, IN BOOK 1509 OF OFFICIAL RECORDS, AT PAGE 590, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED SEPTEMBER 18, 1963, IN BOOK 4452 OF OFFICIAL RECORDS, AT PAGE 207, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID PARCEL OF LAND (4452 OR 207);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID PARCEL OF LAND (4452 OR 207), SOUTH 17°42'22" WEST (THE BEARING OF SAID NORTHWESTERN LINE BEING TAKEN AS SOUTH 17°42'22" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHWESTERN LINE, SOUTH 72°17'38" EAST 37.17 FEET;

THENCE, SOUTH 27°16'21" WEST 55.63 FEET;

THENCE, ALONG THE ARC OF A TANGENT 739.27 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°55'26", AN ARC DISTANCE OF 50.63 FEET;

THENCE, SOUTH 23°20'55" WEST 63.41 FEET;

THENCE, NORTH 72°17'38" WEST 23.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°53'59", AN ARC DISTANCE OF 2.83 FEET;

THENCE, ALONG THE ARC OF A REVERSE 30.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 47°11'37" WEST, THROUGH A CENTRAL ANGLE OF 25°28'19", AN ARC DISTANCE OF 13.56 FEET;

THENCE, SOUTH 68°16'42" WEST 16.14 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36°14'30", AN ARC DISTANCE OF 19.29 FEET;

THENCE, NORTH 75°28'48" WEST 344.18 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°56'38", AN ARC DISTANCE OF 4.01 FEET;

THENCE, SOUTH 12°34'34" WEST 12.59 FEET;

THENCE, NORTH 77°25'24" WEST 348.17 FEET;

THENCE, NORTH 12°34'34" EAST 22.82 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 29, 1948,IN BOOK 1312 OF OFFICIAL RECORDS, AT PAGE 70 IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AS SAID PARCEL OF LAND IS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 2193, RECORDED APRIL 15, 1996 IN BOOK 108 OF LICENSE SURVEYORS' MAP, AT PAGE 47 IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE EASTERN LINE OF SAID PARCEL OF LAND (1312 OR 70), NORTH 17°42'22" EAST 240.00 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL OF LAND;

THENCE, FROM SAID NORTHEASTERN CORNER, NORTH 14°27'13" EAST 35.82 FEET;

THENCE, NORTH 13°26'03" EAST 14.06 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.53 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°56'24", AN ARC DISTANCE OF 3.84 FEET;

THENCE, SOUTH 79°04'27" EAST 5.64 FEET;

THENCE, SOUTH 82°17'46" EAST 36.36 FEET;

THENCE, SOUTH 88°07'48" EAST 19.66 FEET;

THENCE, SOUTH 00°02'27" WEST 7.00 FEET;

THENCE, SOUTH 00°41'09" EAST 13.21 FEET;

THENCE, ALONG THE ARC OF A TANGENT 220.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°23'31", AN ARC DISTANCE OF 70.62 FEET;

THENCE, SOUTH 17°42'22" WEST 15.87 FEET;
THENCE, SOUTH 72°17'38" EAST 226.47 FEET;

THENCE, NORTH 17°42'22" EAST 145.82 FEET;

THENCE, SOUTH 72°17'38" EAST 119.51 FEET;

THENCE, SOUTH 27°17'38" EAST 12.39 FEET;

THENCE, SOUTH 72°17'38" EAST 10.22 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32", AN ARC DISTANCE OF 4.79 FEET;

THENCE, SOUTH 72°17'38" EAST 28.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC DISTANCE OF 3.90 FEET;

THENCE, SOUTH 74°03'49" EAST 9.86 FEET;

THENCE, NORTH 62°42'22" EAST 13.18 FEET;

THENCE, SOUTH 72°17'38" EAST 132.31 FEET;

THENCE, ALONG THE ARC OF A TANGENT 194.03 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°43'29", AN ARC DISTANCE OF 19.39 FEET;

THENCE, SOUTH 66°35'00" EAST 20.10 FEET;

THENCE, ALONG THE ARC OF A TANGENT 207.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°59'56", AN ARC DISTANCE OF 7.22 FEET;

THENCE, SOUTH 17°42'22" WEST 54.20 FEET;

THENCE, SOUTH 72°17'38" EAST 2.00 FEET;

THENCE, SOUTH 17°42'22" WEST 48.24 FEET;

THENCE, SOUTH 72°17'38" EAST 71.96 FEET TO SAID POINT OF BEGINNING.

CONTAINING 204,020 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT A-3

LEGAL DESCRIPTION
RESTAURANT PARCEL
PITTSBURG, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION THAT CERTAIN PARCEL OF LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1950, IN BOOK 1509 OF OFFICIAL RECORDS, AT PAGE 590, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED SEPTEMBER 18, 1963, IN BOOK 4452 OF OFFICIAL RECORDS, AT PAGE 207, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID PARCEL OF LAND (4452 OR 207);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID PARCEL OF LAND (4452 OR 207), SOUTH 17°42'22" WEST (THE BEARING OF SAID NORTHWESTERN LINE BEING TAKEN AS SOUTH 17°42'22" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHWESTERN LINE, NORTH 72°17'38" WEST 71.96 FEET;

THENCE, NORTH 17°42'22" EAST 48.24 FEET;

THENCE, NORTH 72°17'38" WEST 2.00 FEET;

THENCE, NORTH 17°42'22" EAST 54.20 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 207.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 21°25'56" EAST, THROUGH A CENTRAL ANGLE OF 03°43'34", AN ARC DISTANCE OF 13.46 FEET;

THENCE, SOUTH 72°17'38" EAST 85.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 26.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 72°45'37", AN ARC DISTANCE OF 33.65 FEET;

THENCE, NORTH 89°32'01" WEST 4.11 FEET;

THENCE, SOUTH 18°24'01" WEST 27.76 FEET;

THENCE, SOUTH 27°22'49" WEST 55.17 FEET;

THENCE, NORTH 72°17'38" WEST 37.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 11,895 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT A-4
LEGAL DESCRIPTION OF THE ADDITIONAL PARCEL

Parcel: 006970-01-01

A portion of that certain 8.377 acre parcel of land described in the Grant Deed from the City of Pittsburg to the State of California, recorded on February 21, 1950 in Volume 1509 of Official Records at Page 590, Contra Costa County Records, and a portion of that certain 2.976 acre more or less parcel of land described as Parcel 2 in the Road Easement to the State of California from the Secretary of the Army, recorded on June 12, 1953 in Volume 2140 of Official Records at Page 406, Contra Costa County Records, lying within the City of Pittsburg, County of Contra Costa, State of California, being more particularly described as follows:

BEGINNING at the northwesterly corner of that certain 0.399 acre parcel of land described in the Quitclaim Deed to the City of Pittsburg recorded September 18, 1963 in Book 4452, Page 207, Official Records of Contra Costa County Records; thence along the westerly boundary of said 0.399 acre parcel, South 17°41'55" West, 305.62 feet to the generally southerly line of said 0.399 acre parcel and the beginning of a non-tangent curve to the left, to which a radial line bears South 03°13'29" West; thence northeasterly along the arc of said curve, having a radius of 99.99 feet, through a central angle of 06°42'14", an arc distance of 11.70 feet to a point on said general southerly line of said 0.399 acre parcel and the beginning of a non-tangent curve to the right, to which a radial line bears South 39°28'20" East; thence, leaving said general southerly line of said 0.399 acre parcel, along the following five (5) courses and distances: (1) southwesterly along the arc of said last mentioned curve, having a radius of 90.05 feet, through a central angle of 87°39'54", an arc distance of 137.78 feet; (2) North 75°38'01" West, 98.58 feet; (3) North 75°21'20" West, 131.24 feet; (4) North 78°29'46" West, 425.88 feet; (5) North 72°17'46"West, 84.51 feet to a point on the general northerly boundary of the above mentioned 8.377 acre parcel (1509 OR 590) said point being the beginning of a non-tangent curve to the left, to which a radial line bears South 17°42'14" West; thence following said general northerly boundary the following five (5)

courses and distances: (1) easterly along the arc of said last mentioned curve having a radius of 469.97 feet through a central angle of 29°16'27" an arc distance of 240.12 feet; (2) South 78°29'46" East 420.75 feet to the beginning of a tangent curve to the left; (3) northeasterly along the arc of said tangent curve having a radius of 124.99 feet, through a central angle of 83°48'15", an arc distance of 182.82 feet; (4) North 17°41'55" East, 142.51 feet to the beginning of a tangent curve to the right; and (5) northeasterly along the arc of said tangent curve having a radius of 99.99 feet through a central angle of 03°14'17", an arc distance of 5.65 feet to the most westerly corner of the above mentioned Parcel 2 of Relinquishment No. 22075, said point being the beginning of a non-tangent curve to the right to which a radial line bears North 03°36'38" East; thence, leaving the general northerly boundary of the above mentioned 8.377 acre parcel, easterly along the southerly line of said Parcel 2 of Relinquishment No. 22075 and along the arc of said above mentioned curve having a radius of 389.98 feet through a central angle of 13°02'39", an arc distance of 88.78 feet to the **POINT OF BEGINNING**.

Containing: 1.39 acres, more or less.

RESERVING unto the State of California, its successors or assigns a non-exclusive easement to construct, reconstruct, install, maintain, replace, remove and use facilities including but not limited to electrical boxes, controllers, conduits, and other fixtures and appurtenances necessary for freeway utility purposes, together with ingress thereto and egress therefrom over and across said 8.377 acre parcel, and the right to install gates in existing or future fences, over and across the lands described as follows:

BEGINNING at the southerly terminus of that certain course designated as "South 17°41'55" West, 305.62 feet" in the herein previously described, the Parcel 006970-01-01 being the beginning of a non-tangent curve to the left, to which a radial line bears South 03°13'29" West; thence along the generally southwesterly, and northwesterly lines of said Parcel 006970-01-01, the following seven (7) courses and distances: (1) northeasterly along the arc of said curve, having a radius of 99.99 feet, through a central angle of 06°42'14", an arc distance of 11.70 feet to a point of cusp with a non-

tangent curve to the right, to which the center of the curve bears North 39º28'20" West; (2) southwesterly along the arc of said last mentioned curve, having a radius of 90.05 feet, through a central angle of 87°39'54", an arc distance of 137.78 feet; (3) North 75°38'01" West, 98.58 feet; (4) North 75°21'20" West, 131.24 feet; (5) North 78°29'46" West, 425.88 feet; (6) North 72°17'46"West, 84.51 feet, to the beginning of a non-tangent curve to the left, to which the center of the curve bears North 17°42'14" East; and (7) easterly along the arc of said last mentioned curve having a radius of 469.97 feet through a central angle of 14º29'31" an arc distance of 118.87 feet, thence, leaving said last northwesterly line of said Parcel, the following twelve (12) courses and distances: (1) South 77º27'51" East, 276.27 feet; (2) North 12º34'34" East, 14.74 feet; (3) South 77º25'23" East, 67.35 feet; (4) South 75º28'48" East, 263.50 feet; (5) North 14°31'12"East, 15.00 feet; (6) South 75º28'48" East, 77.63 feet to the beginning of a tangent curve to the left; (7) along the arc of said last mentioned curve, having a radius of 30.00 feet, through a central angle of 36°14'30", an arc distance of 18.98 feet; (9) North 68º16'42" East, 16.14 feet to the beginning of a tangent curve to the left; (10) along the arc of said last mentioned curve, having a radius of 30.00 feet, through a central angle of 29°03'53", an arc distance of 15.22 feet; (12) South 72º17'38" East, 10.58 feet to the westerly line of the 0.399 acre parcel of land described in the Quitclaim Deed to the City of Pittsburg recorded September 18, 1963 in Book 4452, Page 207, Official Records of Contra Costa County Records; thence along last said westerly line South 17º41'55" West, 39.72 feet to the **POINT OF BEGINNING.**

Containing: 0.34 acres, more or less.

ALSO RESERVING unto the State of California, its successors or assigns, any and all abutter's rights including access rights from the land herein conveyed in and to the adjacent State freeway across the following described lines: beginning at the westerly terminus of that certain course described "North 75°21'20" West, 131.24 feet" in the herein previously described Parcel 006970-01-01 (1.39 acre), the following six (6) courses and distances: (1) South 75°21'20" East, 131.24 feet; (2) North 14°13'24" East, 9.50 feet; (3) South 75°38'01" East, 98.47 feet to the beginning of a non-tangent curve

to the right, to which a radial line bears North 14°30'33" East; (4) southeasterly along the arc of said last mentioned curve, having a radius of 10.00 feet, through a central angle of 70°55'47", an arc distance of 12.38 feet to the beginning of a reverse curve to the left; (5) northeasterly along the arc of said last mentioned curve having a radius of 10.00 feet, through a central angle of 46°34'21", an arc distance of 8.13 feet to the beginning of a compound curve to the left; and (6) northeasterly along the arc of said last mentioned curve having a radius of 85.63 feet, through a central angle of 74°23'43", an arc distance of 111.19 feet to the southerly line of said 0.399 acre parcel and the **TERMINUS** of the lines herein being described.

The City of Pittsburg shall not erect or construct any building or other structure or drill or operate any well upon said non-exclusive easement. Landscaping including mounds or vegetation shall not reach a height above Six Inches, measured from the edge of the onramp travel way, within said nonexclusive easement.

The bearings and distances for the above descriptions are based on CCS83, Zone 3, (1986 Adjustment). Multiply the grid distances shown above by 1.0000639 to obtain ground level distances.

EXHIBIT B

SCOPE OF DEVELOPMENT/PROJECT

The Pittsburg Civic Center Office Project will be located at the southwest corner of Railroad Avenue and Center Drive in the City of Pittsburg, CA.

The proposed project consists of the development of an office building and stand alone restaurant on approximately five (5) acres of land as more particularly described below:

Office Building:

Construction of a wood or steel frame, three-story "Class A" office building for commercial lease of between approximately 65,000 and 75,000 square feet.

Restaurant:

Construction of a full-service stand-alone restaurant of between approximately 6,000 and 8,000 square feet on a pad of approximately 12,000 square feet, with the City and Developer to be in agreement on the ultimate operator of the restaurant, but already in agreement that the restaurant will be something more than a typical fast food or coffee shop type of restaurant.

Parking:

Construction of a surface parking lot and associated amenities such as parking lot landscaping and lighting to serve both the office and restaurant uses. It is anticipated that the provided parking will exceed city codes for the required number of parking spaces to serve the above uses, but the number of available parking spaces will at least meet city parking codes and will include two (2) dedicated handicapped parking spaces south of and directly adjacent to the library for use by the library.

Class I Bicycle Path:

Construction of a Class I bicycle path consisting of an 8-foot-wide asphalt path with 2-foot-wide graded shoulders on either side of the asphalt path, to be located south of, and outside the project site, between the project site and the Caltrans right-of-way to the south of the project, on City land. Developer will construct the bike path at Developer cost and the City will be responsible for future maintenance of same following acceptance of the completed improvements by the City.

Stormwater Control Plan:

Construction of long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants in conjunction with the approved Stormwater Control Plan. Developer shall also submit a Stormwater BMP Operation and

Maintenance Plan pertaining to the long term maintenance of the best management practices. The developer is the owner and responsible party for the BMPS and shall be responsible for the cost of and continuous maintenance and treatment of those facilities until such time that the responsibility is formally transferred to a subsequent owner.

Utilities:

The Developer shall evaluate existing, receiving storm, sewer, and water facilities for adequate capacity to serve the planned developments, and shall identify any potential service or supply problems. The cost for extending existing on-site utilities and installation of additional facilities, if any, shall be borne by the Developer.

Library:

The Developer shall, at all times during construction, maintain access to the public library that lies within a pocket carved out of the project site, though the library access may change from time-to-time as construction progresses.

EXHIBIT C

SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the Development Agreement (the "Agreement" or the "DA") to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the DDA to which such items relate. Section references herein to the DA are intended merely as an aid in relating this Schedule of Performance to other provisions of the DA and shall not be deemed to have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. Developer Deposit. The Developer shall deposit the Developer Deposit in the amount of $100,000. [DA § 6.06]	No later than the Effective Date of DA.
2. Conceptual Development Documents. The Developer shall submit the Conceptual Development Documents to the City for the City's review and approval. [DA § 6.07]	No later than October 1, 2015.
3. Application for Applicable Land Use Approvals. The Developer shall apply for the Applicable Land Use Approvals necessary for the construction of the Improvements. [DA § 6.08]	No later than December 1, 2015. .
4. Construction Plans. The Developer shall submit proposed Construction Plans for the Improvements to the City for the City's review and approval. [DA § 6.09]	No later than March 1, 2016.

5. Financing Plan. The Developer shall submit evidence of financing for development of Improvements. [DA § 6.10]	No later than May 1, 2016.
6. Building Permits. The Developer shall obtain the Building Permits for construction of the Improvements. [DA § 6.11]	No later than June 1, 2016.
7. Construction Contract. The Developer shall submit for City approval the construction contract for the construction of the Improvements. [DA § 6.12]	No later than June 1, 2016.
8. Payment and Performance Bonds. The Developer shall submit for City approval the payment and performance bonds for the construction of the Improvements. [DA § 6.13]	No later than 15 days prior to the start of construction.
9. Insurance. The Developer shall submit evidence of insurance to the City. [DA § 6.14]	Within 10 days prior to the start of construction.
10. Parcel Map; Reconfiguration of Site. The Developer shall cause the recordation of a subdivision map to create the Property, and the Restaurant Parcel. [DA § 6.15]	Application no later than January 31, 2016. Approval of final map (or other applicable approval) no later than 30 days prior to the start of construction.
11. Commencement of Construction. The Developer shall commence construction of the Improvements. [DA § 6.19]	No later than July 31, 2016.
12. Completion of Construction. The Developer shall complete construction of the Improvements. [DA § 6.19]	No later than September 1, 2017.

EXHIBIT D

FORM OF RESTAURANT USE AGREEMENT

Recording Requested By
and When Recorded Mail To:

City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Attention: City Manager

No fee for recording pursuant
to Government Code Section 27380

(Space Above This Line For Recorder's Use)

OPERATING COVENANT AND AGREEMENT
(Restaurant)

This Operating Covenant and Agreement(the "Agreement") is made as of the ____ day of _____, 20___ (the "Effective Date"), by and between the City of Pittsburg, a California municipal corporation (the "City"), and Garaventa Enterprises, Inc., a California corporation (the "Developer"), with reference to the following facts.

RECITALS

A. The City and the Developer entered into that certain Development Agreement, dated as of _____, 2014, (the "DA").

B. Pursuant to the DA, the City conveyed certain rights to develop on the real property as described in the attached Exhibit A (the "Property") to the Developer in order for the Developer to construct and operate a full-service restaurant consisting of an approximately _____ (___) square feet restaurant, _____ (___) parking spaces, and other related improvements on the Property (collectively, the "Restaurant Improvements").

C. The Developer has chosen and the City has approved _____ as the initial operator and day-to-day manager of the Restaurant Improvements (the "Restaurant Operator").

D. Pursuant to the DA, the Developer and the City desire to enter into and record this Agreement regarding the operation of the Property and the Restaurant Improvements.

NOW, therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

a. "Agreement" shall mean this Operating Covenant and Agreement.

b. "Certificate of Completion" shall mean the certificate of completion to be issued by the City, in accordance with Section 6.19 of the DA, to the Developer to evidence the Developer's completion of the construction of the Restaurant Improvements in accordance with the DA.

c. "City" shall mean the City of Pittsburg, a municipal corporation.

d. "DA" shall mean that certain Development Agreement by and between the City and the Developer dated January 15, 2014.

e. "Developer" shall mean Garaventa Enterprises, Inc., a California corporation, and its successors and assigns.

f. "Lease" shall mean the lease agreement, operating agreement, or other legally binding contract between the Developer and the Restaurant Operator for the lease and operation of the Restaurant Improvements by the Restaurant Operator.

g. "Property" shall mean that certain real property located within the City as more particularly described on the attached Exhibit A.

h. "Restaurant Improvements" shall mean a full-service restaurant consisting of approximately _____ (____) square feet, ____ (___) parking spaces and other related improvements to be developed and operated by the Developer on the Property. The operating standard for the Restaurant Improvements are more particularly set forth in Article 2.

i. "Restaurant Operator" shall mean _____, or any other operator and day-to-day manager of the Restaurant Improvements, as approved by the City in accordance with this Agreement.

j. "Term" shall mean the term of this Agreement commencing on the Effective Date and ending on the date which is five (5) years following the date of the Certificate of Completion.

ARTICLE 2
COVENANTS RESTRICTING THE USE OF THE PROPERTY

Section 2.1 Covenant for Continuous Operation.

(a) Operating Standard. The Developer covenants and agrees that the Developer shall commence and complete the construction of the Restaurant Improvements in accordance with the DA and thereafter, throughout the Term, the Developer shall and shall require the Restaurant Improvements to be operated on the Property in accordance with the terms of the DA and this Agreement. Throughout the Term of this Agreement, the Restaurant Improvements shall be operated as a full-service restaurant and shall not include or otherwise permit any of the following features:

(3) A drive-through window service;

(4) A pre-prepared food menu of self-service or buffet style-food selections;

(5) Continuous twenty-four (24)-hour food service;

(6) A restaurant that receives more than twenty percent (20%) of its monthly gross income from the sales of alcoholic beverages;

(7) A restaurant that receives more than ten percent (10%) of its monthly gross income from the sales of take-out service or prepared to-go food; or

(8) A restaurant that receives more than ten percent (10%) of its monthly income from the preparation or delivery of catered foods.

(b) Hours of Operation. Throughout the Term, the Restaurant Improvements shall be open for business to the public no less than five (5) days per week during the following hours _____.

Section 2.2 Changes in Restaurant Operator or Lease.

(a) During the Term of this Agreement if the Developer desires to change any Restaurant Operator or any material provision of the Lease, then the Developer shall submit to the City the proposed person or entity selected to replace such Restaurant Operator or the proposed amendment to the Lease (or the proposed new Lease). A Restaurant Operator may be chosen in the discretion of the Developer, subject only to the approval rights of the City as set forth below. The City's review of the proposed Restaurant Operator shall be to determine the experience and financial capability of the proposed Restaurant Operator to manage and operate the Restaurant Improvements in a manner commensurate with the operating standard set forth above. The City's review of the proposed amendment to the Lease (or the proposed new Lease) shall be to determine that such lease is consistent with the operating standards set forth above. In connection with submission to the City of a proposed Restaurant Operator for approval or disapproval, the Developer shall

provide the City with a copy of the proposed Restaurant Operator's most recent financial statement and a description of the restaurants managed by the proposed Restaurant Operator during the preceding five (5) years. Any disapproval of the Restaurant Operator shall be based upon a reasonable determination by the City that the proposed Restaurant Operator does not have at least five (5) consecutive years of experience in successfully operating full-service restaurants meeting the operating standards set forth above. In connection with the submission to the City of a proposed amendment to the Lease (or a new Lease) the Developer shall provide the City copies of all documents reasonably requested by the City in connection with such amendment to the Lease (or new Lease). Any disapproval of an amendment to the Lease (or disapproval of a new Lease) shall be based upon a reasonable determination by the City that the proposed amendment to the Lease (or new Lease) does not meet the operating standards set forth above.

(b) Within fifteen (15) days following the date of the City's receipt of the information regarding the proposed Restaurant Operator and/or amendment to the Lease (or new Lease), the City shall, in the City's reasonable discretion, either approve or disapprove of the proposed Restaurant Operator and/or amendment to the Lease (or new Lease). Any disapproval shall state in writing the specific reasons for disapproval. The Developer shall thereafter submit an alternative proposed Restaurant Operator and/or amendment to the Lease (or new Lease) to the City for the City's review and approval within thirty (30) days after notification of disapproval. The City shall either approve or disapprove (as provided above) the alternative proposed Restaurant Operator and/or amendment to the Lease (or new Lease) within fifteen (15) days after receipt. The periods for submission of the proposed Restaurant Operator, and/or amendment to the Lease (or new Lease), and review and approval or disapproval by the City of such Restaurant Operator, and/or amendment to the Lease (or new Lease) shall continue to apply until the replacement Restaurant Operator and/or amendment to the Lease (or new Lease) is approved by the City for a period of up to three months after the first submission. If at the end of three months there has not been an agreement reached on an approved Restaurant Operator, amendment to the Lease, or new Lease (as applicable) then the parties may pursue all remedies available at law or in equity to resolve their dispute.

ARTICLE 3.
MISCELLANEOUS PROVISIONS

Section 3.1 Enforcement; Runs With the Land. The Developer, for itself, its successors and assigns, hereby agrees and acknowledges that this Agreement and any amendments thereto shall immediately be recorded by the City, in the Official Records of Contra Costa County. The covenants set forth in this Agreement shall run with the land, and shall to the fullest extent permitted by law and equity, bind all successors in title to the Property for the benefit and in favor of and enforceable by the City. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement. To the extent

applicable, the City shall be an express third-party beneficiary of this Agreement and may enforce any and all rights of the City hereunder.

Section 3.2 Agreement Binding Upon Successors and Assigns. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors in office and assigns. In the event of a conveyance of the Property during the Term of this Agreement, the Developer shall require its grantee to assume its obligations under this Agreement and thereafter Developer shall have no liability for compliance with the terms and provisions of this Agreement.

Section 3.3 Notice, Demands and Communication. Formal notices, demands, and communications between the City and the Developer shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail/return receipt, delivered personally, or delivered by reputable overnight delivery service to the principal offices of the City and the Developer as follows:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

Developer: Garaventa Enterprises, Inc.
2540 Bates Avenue
Concord, CA 94520
Attn: Joe Garaventa

Section 3.4 Execution of Other Agreements. The Developer agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict herewith.

Section 3.5 Amendments, Modifications, and Waivers. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the Developer and the City. The City shall record such amendment, modification, and/or waiver.

Section 3.6 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 3.7 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney fees and costs incurred in such action, including attorney fees and costs of any appeals.

Section 3.8 Developer Default; Enforcement by the City. If Developer fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Developer in writing of the default or, if the default cannot be cured within thirty (30) days, the Developer has failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure to completion within ninety (90) days following the date of the initial notice from the City, the City shall have the right to enforce this Agreement by any or all remedies provided by law or equity, including, but not limited to, specific performance.

Section 3.9 Developer To Indemnify City. The Developer shall indemnify, defend, and hold the City and the City, and their respective directors, officers, employees, agents, and its successors (the "Indemnified Parties") harmless against all claims for bodily injury, death or property damage which arise out of or in connection with: (i) entry onto, ownership of, occupancy in, or construction on the Property by the Developer or its contractors, subcontractors, agents, employees or tenants, or (ii) the Developer's breach of this Agreement. This indemnity obligation related to the Indemnified Parties shall not extend to any claim to the extent arising solely from the Indemnified Parties' negligence or failure to perform its obligations under this Agreement, and shall survive both the issuance of a Certificate of Completion by the City pursuant to the DA and termination of this Agreement.

Section 3.10 Severability. The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

Section 3.11 Headings. The title and headings of the various sections hereof are intended as a means of reference and are not intended to place any construction on the provisions hereof

Section 3.12 Entire Understanding of the Parties. Following the issuance of the Certificate of Completion for the Restaurant Improvements in accordance with Section 6.19 of the DA, this Agreement constitutes the entire understanding and agreement of the parties with respect to the operation of the Restaurant Improvements. The Parties further intend that this Agreement constitute the final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 3.13 No Third Party Beneficiaries. Except for the City, there shall be no third party beneficiaries to this Agreement; provided, however, the Developer acknowledges that the City's status as a third-party beneficiary, nor any other provision in this Agreement, shall limit the City's discretion in considering requested land use or other approvals related to, or

necessary for, the development or operation of the Property.

Section 3.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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AS OF THE EFFECTIVE DATE, the parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

THE CITY OF PITTSBURG, a California Municipal Corporation

By: _____
Joseph Sbranti
City Manager

DEVELOPER:

GARAVENTAS ENTERPRISES, INC., a California corporation

By: _____

Name: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__ before me, _____,
Notary Public, personally appeared _____
_____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature
_____
(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__ before me, _____,
Notary Public, personally appeared _____
_____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature
_____
(Seal)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION THAT CERTAIN PARCEL OF LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1950, IN BOOK 1509 OF OFFICIAL RECORDS, AT PAGE 590, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED SEPTEMBER 18, 1963, IN BOOK 4452 OF OFFICIAL RECORDS, AT PAGE 207, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF PITTSBURG BY DEED RECORDED OCTOBER 23, 1958, IN BOOK 3251 OF OFFICIAL RECORDS, AT PAGE 155, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID PARCEL OF LAND (4452 OR 207);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID PARCEL OF LAND (4452 OR 207), SOUTH 17°42'22" WEST (THE BEARING OF SAID NORTHWESTERN LINE BEING TAKEN AS SOUTH 17°42'22" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 98.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHWESTERN LINE, NORTH 72°17'38" WEST 71.96 FEET;

THENCE, NORTH 17°42'22" EAST 48.24 FEET;

THENCE, NORTH 72°17'38" WEST 2.00 FEET;

THENCE, NORTH 17°42'22" EAST 54.20 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 207.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 21°25'56" EAST, THROUGH A CENTRAL ANGLE OF 03°43'34", AN ARC DISTANCE OF 13.46 FEET;

THENCE, SOUTH 72°17'38" EAST 85.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 26.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 72°45'37", AN ARC DISTANCE OF 33.65 FEET;

THENCE, NORTH 89°32'01" WEST 4.11 FEET;

THENCE, SOUTH 18°24'01" WEST 27.76 FEET;

THENCE, SOUTH 27°22'49" WEST 55.17 FEET;

THENCE, NORTH 72°17'38" WEST 37.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 11,895 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT E

(Form of Financing Plan Letter)

[NOTE: TO BE PROVIDED BY DEVELOPER'S FINANCIAL INSTITUTION, EXECUTED BY SUCH FINANCIAL INSTITUTION'S AUTHORIZED REPRESENTATIVE ON FINANCIAL INSTITUTION'S LETTERHEAD]

[DATE]

To: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

Re: Assets of Garaventa Enterprises, Inc.

To Whom It May Concern:

_____, N.A., a national banking association (the "Bank"), hereby certifies to the City of Pittsburg (the "City") the following information regarding the assets of Garaventa Enterprises, Inc. (the "Developer"), in connection with that certain Development Agreement (the "DA") between the City and the Developer. Capitalized terms used herein, but not defined, shall have the meaning set forth in the DA.

1. The Developer has delivered to the Bank a construction contract for the Improvements and such contract provides for the construction of the Improvements for a guaranteed maximum price not to exceed _____ Dollars ($_____).

2. As of the date of this letter, the Developer has on deposit with the Bank readily available cash in the amount not less than _____ Dollars ($_____) **[NOTE: AMOUNT TO BE NOT LESS THAN 150% OF THE CONSTRUCTION COSTS]**

3. The Bank recognizes and acknowledges it is making these representations to the City with the intent that the City, and its successors and assigns, shall rely hereon, in connection with the Developer's obligations under Section 6.10 of the DDA.

4. The undersigned signatory hereto hereby warrants that he/she has full and valid legal power and authority to make and deliver this letter and to bind the Bank to the statements and certifications made herein.

Sincerely,

_____

EXHIBIT F

PERFORMANCE DEED OF TRUST

Recording requested by and when recorded mail to: City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Clerk EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383	

Space above this line for Recorder's use.

PERFORMANCE DEED OF TRUST
WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

THIS PERFORMANCE DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Performance Deed of Trust**") is entered into as of _____, 2014, by Garaventa Enterprises, Inc., a California corporation ("**Trustor**") to _____ Title Company as trustee ("**Trustee**"), for the benefit of the City of Pittsburg, a California municipal corporation ("**Beneficiary**").

RECITALS

A. Trustor owns fee simple title to the land described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"). The Land is located within the City of Pittsburg, and concurrently with the recordation of this instrument, Beneficiary and Trustor have entered into that certainDevelopment Agreement dated as of _____, 2014 and executed by and between Beneficiary and Trustor (the "**Development Agreement**"). The Development Agreement will be recorded in the Official Records of Contra Costa County concurrently herewith. Capitalized terms used herein without definition have the meaning ascribed to such terms in the Development Agreement.

B. Pursuant to the Development Agreement, Trustor intends to develop the Land by constructing a class A office tower and restaurant complex (the "**Project**").

C. As a condition precedent to execution of the Development Agreement, Trustor has agreed to enter into this Performance Deed of Trust and grant to Trustee for the benefit of Beneficiary a lien and security interest in the Property (as hereafter defined) to secure Trustor's performance under the Development Agreement.

NOW, THEREFORE, to secure the full and timely performance by Trustor of the Secured Obligation as defined below, it is agreed as follows:

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

a. All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

b. All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

c. All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

d. All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

e. All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

f. All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

g. All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, **"Plans**"); and

h. All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Performance Deed of Trust is given for the purpose of securing performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future obligations of Trustor to Beneficiary under the Development Agreement, including but not limited to the construction of the Project as more particularly described in the Development Agreement, (ii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Performance Deed of Trust; (iii) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (iv) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Performance Deed of Trust or any other agreement between Trustor and Beneficiary as such may be modified, supplemented, amended, renewed or extended.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Performance Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Performance Deed of Trust and at law or in equity, including the right to

exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one (1) month.

4. Security Agreement. The parties intend for this Performance Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Performance Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Performance Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Performance Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Performance Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3)

Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Performance Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Performance Deed of Trust is to be filed in the real estate records of ContraCostaCounty and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Performance Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds fee simple interest in the Land and the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Development Agreement or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Performance Deed of Trust creates a valid first lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) Trustor's correct current address is specified in Section 10.2.

Trustor further represents and warrants that this Performance Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.2 Performance of Secured Obligations. Trustor shall perform all obligations of Trustor pursuant to the Development Agreement and in accordance with the respective terms thereof.

7.3 Preservation and Maintenance of Property; Compliance with Laws. Trustor shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Units, including without limitation all applicable requirements of state and local building codes and regulations, Prevailing Wage Laws, and all applicable statutes and regulations relating to accessibility for the disabled.Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and Improvements solely for purposes authorized by the Development Agreement, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Development Agreement.

7.4 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if any Transfer (as defined in the Development Agreement) of the Property, any part thereof, or interest therein occurs in violation of the requirements of the Development Agreement. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Performance Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.5 Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Development Agreement. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document compliance with the Development Agreement and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary following two business days prior notice.

7.6 Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due

diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

Trustor shall immediately discharge or cause to be discharged any lien on the Property (other than encumbrances approved by Beneficiary as of the date hereof in writing). Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Performance Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings.

7.7 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Performance Deed of Trust.

7.8 Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, Trustor shall, at Trustor's expense, maintain insurance policies in accordance with the requirements set forth in the Development Agreement. Trustor shall file with Beneficiary prior to the commencement of the term hereof, certificates (or such other proof as Beneficiary may reasonably require, (including without limitation copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto as required pursuant to the Development Agreement, and such certificates (or policies) shall provide that at least thirty (30) days' prior written notice shall be provided to Beneficiary prior to the expiration, cancellation or change in coverage under each such policy. If any insurance policy required pursuant to the Development Agreement is canceled or the coverage provided thereunder is reduced, Trustor shall, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Beneficiary 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, Beneficiary may, without further notice and at its option, procure such insurance coverage at Trustor's expense, and Trustor shall promptly reimburse Beneficiary for such expense upon receipt of billing from Beneficiary.

7.9 Hazardous Materials. Trustor shall not cause or permit any Hazardous Material (as defined in Section 6.9.1 of the Development Agreement) to be brought upon, kept, stored or used in, on, under, or about the Land by Trustor, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in the construction and operation of the Project in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous

Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold Beneficiary and its elected and appointed officials, officers, agents and employees (collectively, "**Indemnitees**") harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting Beneficiary), action, or cause of action (all of the foregoing, hereafter individually "**Claim**" and collectively **"Claims"**) arising in connection with the breach of Trustor's covenants and obligations set forth in this Section 7.9or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Trustor shall, at Trustor's own cost and expense, do all of thefollowing:

(i) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Performance Deed of Trust;

(ii) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Performance Deed of Trust; and

(iii) reimburseIndemnitees for any and all expenses, including without limitation out-of-pocket expenses and fees of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Performance Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Trustor's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following, or by any failure of Trustor to receive notice of or consideration for any of the following: (i) any amendment or modification of the Development Agreement; (ii) any extensions of time for performance required by the Development Agreement; (iii) any provision of the Development Agreement limiting Beneficiary's recourse to property securing the Secured Obligations, or limiting the personal liability of Trustor, or any other party for payment of all or any part of the Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Trustor under this Performance Deed of Trust or by Trustor or any other party under any documents, (v) the release of Trustor or any other person, by Beneficiary or by operation of law, from performance of any obligation under the Development Agreement; (vi) the release or substitution in whole or in part of any security for

the Secured Obligations; and (vii) Beneficiary's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.9 shall be in addition to any and all other obligations and liabilities that Trustor may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether Beneficiary or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the Development Agreement or applicable law. The obligations of Trustor to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Performance Deed of Trust.

Without limiting any of the remedies provided in this Performance Deed of Trust, Trustor acknowledges and agrees that each of the provisions in this Section 7.9 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Trustor relating to real property security (the "**Environmental Provisions**"), and that Trustor's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Beneficiary to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Environmental Law**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposingliability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste

Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.10 Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Performance Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Performance Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Performance Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.15 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Performance Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.11 Indemnification.

(a) Trustorshall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless the Trustee and the Indemnitees (as defined in Section 7.9) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Trustor's covenants under any Beneficiary document, (b) any

representation by Trustor in any Beneficiary document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Property, or any Beneficiary document or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused by such Indemnitee's gross negligence or willful misconduct. The obligations of Trustor under this Section shall be secured by this Performance Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, and any release or reconveyance of this Performance Deed of Trust.

(b) Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Performance Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Performance Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.11(b), and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.12 Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys to any payments due to Beneficiary from Trustor arising out of the Development Agreement, the Development Agreement or this Performance Deed of Trust secured hereby in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7.13 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Performance Deed of Trust for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any

person responsible for performance of any Secured Obligation, (ii) extend the time for performance or otherwise alter the terms of performance of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.14 Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been performed in full, and upon surrender of this Performance Deed of Trust, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Performance Deed of Trust. The recitals in any reconveyance executed under this Performance Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.15 Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Performance Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights orpowers of Beneficiary or Trustee under, this Performance Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Performance Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.15 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Performance Deed of Trust.

8. Default and Remedies.

8.1 Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Performance Deed of Trust upon the occurrence of any one or more of the following events:

(i) Beneficiary's declaration of an Event of Default under the Development Agreement, subject to the expiration of any applicable cure period set forth in such document;

(ii) Trustor fails to perform any monetary obligation which arises under this Performance Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(iii) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.4 hereof or if any other Transfer occurs in violation of the Development Agreement;

(iv) Trustor fails to maintain the insurance coverage required under the Development Agreement or otherwise fails to comply with the requirements of Section 7.8 hereof and Trustor fails to cure such default within the time specified in Section 7.8;

(v) Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within ten (10) days;

(vi) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Performance Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Beneficiary document proves to have been false or misleading in any material adverse respect when made;

(vii) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(viii) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or substantially all of Trustor's assets, or (iii) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance;

(ix) The holder of any other debt instrument secured by a mortgage or Performance Deed of Trust on the Property or part thereof declares an event of default thereunder and exercises a right to declare all amounts due under that debt instrument immediately due and payable, subject to the expiration of any applicable cure period set forth in such holder's documents; or

(x) Trustor fails to perform any obligation arising under this Performance Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred twenty (120) days following receipt of notice of default.

8.2 Remedies. Subject to the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any

and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in the Development Agreement, and any other remedy existing at law or in equity. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(b) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Performance Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land.Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(c) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(d) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Performance Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Performance Deed of Trust.

(e) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Performance Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Performance Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Performance Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.10(c); and

(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Performance Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions

10.1 Additional Provisions. The Development Agreement grants further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Performance Deed of Trust and the Property.

10.2 Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Performance Deed of Trust 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:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Beneficiary: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Manager

With Copy to: Meyers Nave
Attn: Ruthann G. Ziegler
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Trustor: Garaventa Enterprises, Inc.
_____
_____
Attention: _____

Trustee: _____ Title Company
_____
_____
Attention: _____

10.3 Binding on Successors. The terms, covenants and conditions of this Performance Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.4.

10.4 Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Contra Costa County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Performance Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Performance Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Performance Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Development Agreement. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Performance Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Performance Deed of Trust. The captions used in this Performance Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Performance Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Performance Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action By Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by Beneficiary's City Manager or by any person who shall have been designated by Beneficiary's City Manager, without further approval by the governing board of Beneficiary. Beneficiary shall use reasonable best efforts to respond to requests for any such approval, notice, direction, or consent in a timely manner. In any approval, consent, or other determination by Beneficiary required hereunder, Beneficiary shall act reasonably and in good faith.

10.9 Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Performance Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Performance Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Performance Deed of Trust as of the date first written above.

GARAVENTA ENTERPRISES, INC.,
aCalifornia corporation

By: _____

Its: _____

SIGNATURE MUST BE NOTARIZED.

Attachment 3 - 2015 Modification to DA

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

September 24, 2015

Garaventa Enterprises, Inc.
2540 Bates Avenue
Concord, CA 94520
Att: Joe Garaventa

Via EMAIL and USPS

Re: Garaventa Enterprises Inc. Request to Modify a Development Agreement

Dear Mr. Garaventa:

On May 5, 2014, the City of Pittsburg (City) and Garaventa Enterprises Inc. (Garaventa) entered into a development agreement (Agreement) for the development of an office tower on APN 086-100-041 (previously known as Map Waiver 14-06, Parcel 2) and possibly a restaurant on APN 086-100-040 (previously known as Map Waiver 14-06, Parcel 1) (collectively, the "Improvements") .

The City received a letter from Garaventa dated September 10, 2015 (Letter), requesting to modify the dates on Exhibit C of the Agreement, Schedule of Performance by extending all dates in the Schedule of Performance by twelve (12) months. The Letter also requested to delete the restaurant requirement from the Agreement.

Pursuant to Section 12 of the Agreement, the City Manager is authorized to consider such requests on behalf of the City. The City will consent to a twelve (12) month extension of the Schedule of Performance if Garaventa agrees to construct an office tower that is at least four (4) stories in height as opposed to the currently proposed three (3) stories. If this is acceptable to Garaventa, please indicate acceptance of the terms by signing below.

CEL COO

Name: CLARK COLVIS Title: COO

Pursuant to the Agreement, construction of the Improvements requires the constructions of an office tower. However, construction of the restaurant is an option

that may or may not be exercised. Therefore, if plans submitted by Garaventa for review do not include a restaurant, the City will not reject the plans because they do not include the restaurant.

The current schedule of the construction of the eBART Station located at Railroad Avenue and Highway 4 has a completion date of approximately April 2018. By consenting to a twelve (12) month extension, the completion of the Improvements will be well timed in anticipation of the eBART Station's completion.

Should you have any questions or concerns, you may call or email at 925-252-4923 or jsbranti@ci.pittsburg.ca.us.

Sincerely,

Joe Sbranti, City Manager

JS/mma

Cc: Robert Hammons
Garaventa Enterprises, Inc.
PO Box 5397
Concord, CA 94524

Ruthann G. Ziegler
Meyers|Nave
555 Capital Mall, Suite 1200
Sacramento, CA 95814

Attachment 4 - 2016 Modification to DA

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

September 26, 2016

Garaventa Enterprises, Inc.
2540 Bates Avenue
Concord, CA 94520
Att: Joe Garaventa

Via EMAIL

Re: Garaventa Enterprises Inc. Request to Modify a Development Agreement

Dear Mr. Garaventa:

On May 5, 2014, the City of Pittsburg (City) and Garaventa Enterprises Inc. (Garaventa) entered into a development agreement (Agreement) for the development of an office tower.

On or around September 24, 2015, the City consented to Garaventa's request to modify the dates on Exhibit C of the Agreement, Schedule of Performance; extending the dates by twelve (12) months. In exchange for the City's consideration and consent, Garaventa agreed to construct an office tower that is at least four (4) stories in height as opposed to the proposed three (3) stories in the 2014 Agreement.

In an August 18, 2016 email, Garaventa noted the lack of economic support for office space and has requested to modify Exhibit C of the Agreement, Schedule of Performance; extending the dates by another twelve (12) months.

Pursuant to Section 12 of the Agreement, the City Manager is authorized to consider such a request on behalf of the City. The City will consent to another twelve (12) month extension of the Schedule of Performance if Garaventa agrees to:

- Construct an office tower that is at least four (4) stories in height and no less than eighty thousand (80,000) square feet and up to one hundred thousand (100,000) square feet of office space.
- Provide the City five thousand (5,000) square feet of office space.
    - Provide the City tenant improvement allowance of Sixty Dollars ($60) per square foot.

- No lease payments shall be due from the City.
- The City will pay its pro rata share of common area maintenance charges.
- The City will pay its pro rata share of property taxes.

If the terms described above in exchange for the City's consent to the extension are acceptable to Garaventa, please indicate by signing below.

CEO

Name: Title:

Enclosed with this letter is the revised Schedule of Performance. Should you have any questions or concerns, you may call or email at 925-252-4923 or jsbranti@ci.pittsburg.ca.us.

Sincerely,

Joe Sbranti, City Manager

JS/mma

Cc: Robert Hammons
Garaventa Enterprises, Inc.
PO Box 5397
Concord, CA 94524

REVISED SCHEDULE OF PERFORMANCE

Action	Date
1. Developer Deposit. The Developer shall deposit the Developer Deposit in the amount of $100,000. [DA § 6.06]	No later than the Effective Date of DA.
2. Conceptual Development Documents. The Developer shall submit the Conceptual Development Documents to the City for the City's review and approval. [DA § 6.07]	No later than ~~October 1, 2015~~ ~~October 1, 2016~~ October 1, 2017.
3. Application for Applicable Land Use Approvals. The Developer shall apply for the Applicable Land Use Approvals necessary for the construction of the Improvements. [DA § 6.08]	No later than ~~December 1, 2015~~ ~~December 1, 2016~~ December 1, 2017. .
4. Construction Plans. The Developer shall submit proposed Construction Plans for the Improvements to the City for the City's review and approval. [DA § 6.09]	No later than ~~March 1, 2016~~ ~~March 1, 2017~~ March 1, 2018.
5. Financing Plan. The Developer shall submit evidence of financing for development of Improvements. [DA § 6.10]	No later than ~~May 1, 2016~~ ~~May 1, 2017~~ May 1, 2018.
6. Building Permits. The Developer shall obtain the Building Permits for construction of the Improvements. [DA § 6.11]	No later than ~~June 1, 2016~~ ~~June 1, 2017~~ June 1, 2018.
7. Construction Contract. The Developer shall submit for City approval the construction contract for the construction of	No later than ~~June 1, 2016~~ ~~June 1, 2017~~ June 1, 2018.

Action	Date
the Improvements. [DA § 6.12]	
8. Payment and Performance Bonds. The Developer shall submit for City approval the payment and performance bonds for the construction of the Improvements. [DA § 6.13]	No later than 15 days prior to the start of construction.
9. Insurance. The Developer shall submit evidence of insurance to the City. [DA § 6.14]	Within 10 days prior to the start of construction.
10. Parcel Map; Reconfiguration of Site. The Developer shall cause the recordation of a subdivision map to create the Property, and the Restaurant Parcel, subject to Section 3.38 of the DA. [DA § 6.15]	Application no later than ~~January 31, 2016~~ ~~January 31, 2017~~ January 31, 2018. Approval of final map (or other applicable approval) no later than 30 days prior to the start of construction.
11. Commencement of Construction. The Developer shall commence construction of the Improvements. [DA § 6.19]	No later than ~~July 31, 2016~~ ~~July 31, 2017~~ July 31, 2018.
12. Completion of Construction. The Developer shall complete construction of the Improvements. [DA § 6.19]	No later than ~~September 1, 2017~~ ~~September 1, 2018~~ September 1, 2019.

Attachment 5 - PHN

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: **September 25, 2018**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Garaventa Development Agreement, AP-18-1368 (DA).
This is a public hearing on a request for a recommendation for City Council approval of an amendment to the development agreement between Garaventa Enterprises, Inc. and the City of Pittsburg. The existing agreement obligates Garaventa to build a 100,000 sq. ft., four-story office building on a 5.23-acre site located at the northwest corner of Railroad Avenue and State Route 4. Assessor's Parcel Nos. 086-100-041 and 086-100-040. The proposed amendment would allow Garaventa to sell a 2.66-acre portion of site for the construction of a Courtyard by Marriott hotel and allow Garaventa to construct a smaller 60,000 sq. ft. office building on the remaining portion of the site.

PROJECT PLANNER: Hector J. Rojas, (925) 252-4043 or hrojas@ci.pittsburg.ca.us

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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.

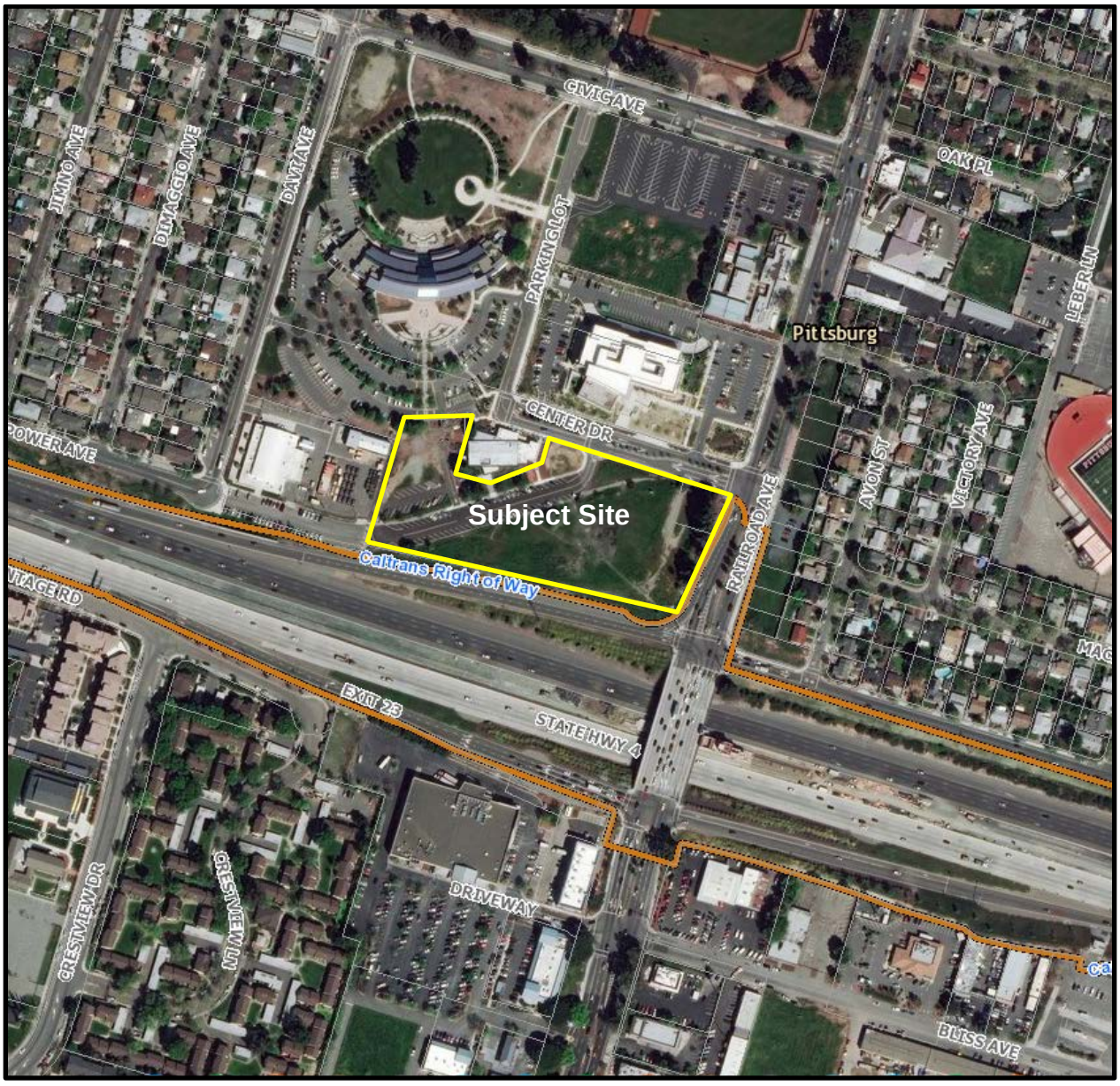
Where can I get more information about this project?
The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner 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, SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Garaventa Development Agreement, AP-18-1368 (DA)
Location: APNs: 086-100-041 and 086-100-040



City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT

ITEM: **Making Waves Academy Charter School Project, AP-18-1339 (DR).**

ORIGINATED BY: Making Waves Foundation, 3220 Blume Dr. Richmond, CA. 94806

SUBJECT: This is a study session to receive initial comments on a forthcoming request for design review approval of plans to construct a new charter school campus on a site located at 420 E. 3rd Street in the RMD-O (Downtown Medium Density Residential with an Overlay, Ordinance No.07-1284) and CP (Pedestrian Commercial) districts. APN: 073-050-001. The applicant is also contemplating construction of a multi-purpose sports facility on several vacant parcels immediately north of the campus site in the CW (Waterfront Commercial) and IG (General Industrial) districts. APNs: 073-010-002, 073-010-003, 073-010-004, 073-010-005, 073-010-08, 073-010-013.

RECOMMENDATION:

Staff recommends that the Planning Commission: 1) receive a presentation from the applicant regarding the Making Waves program and proposed project; and 2) provide staff with initial comments on the project.

BACKGROUND:

The approximately 37.98-acre project area consists of seven parcels located between 374 and 798 E. 3rd Street (see Attachment 1 – Location Map). The project area is divided into two separate sites: 1) the campus site, located south of E. 3rd street; and 2) the sports facility site, which includes all the parcels within the project area north of E. 3rd Street. The campus site is owned by the applicant. Four of the sports facility site parcels are owned by the City of Pittsburg and two are owned by the applicant (see Attachment 2 – Parcel Ownership Map). There is a Burlington Northern Santa Fe (BNSF) Railroad spur that crosses through the sports facility site that would be abandoned as part of the project.

The campus site was formerly occupied by the Johns Manville company from approximately 1925 to the mid-1980s, and was used for the production of asbestos-cement products, asphalt roofing materials, and asbestos-containing pipe coverings. Remedial activities occurring under State Department of Toxic Substances Control (DTSC) oversight between July 2006 and January 2008 included the excavation of approximately 71,000 cubic yards of asbestos-containing materials (ACMs) and 22,000 cubic yards of soils impacted by total petroleum hydrocarbons (TPH) in accordance with the Remedial Action Plan approved by DTSC. Approximately 10,500 cubic yards of ACM-affected soil and 18,000 cubic yards of TPH-affected soils were disposed off-site. The remaining 60,600 cubic yards of ACM-affected soil and 4,000 cubic yards of TPH-affected soils were placed in an engineered containment berm located on the eastern boundary of the campus site. The campus site has received case closure from DTSC.

At the direction of DTSC, a land use covenant was recorded on the campus site. As part of the covenant, the bermed area cannot be used for a residence, hospital, school, day care center, or farm. The remainder of the campus site is unrestricted.

Aside from the bermed area, the balance of the campus site is generally level and is approximately 15 feet above mean sea level (msl). The site is currently vacant and contains ruderal vegetation including low-lying grasses.

The sports facility site was previously used for petroleum coke storage for loading to an off-site wharf on the New York Slough from approximately 1960 until 2009. Above-ground and subsurface mechanical conveyance systems transported the petroleum coke from the stockpiled areas to the wharf. The sports facility site included a one-million-gallon above ground storage tank, a warehouse, a motor shop, and offices until they were demolished after 2012. Petroleum coke storage and marine loading operations were ceased in July of 2009. The sports facility site is currently under the supervision of the Regional Water Quality Control Board (Water Board).

The sports facility site is generally level and approximately seven feet above msl. The site is within the 100-year flood zone as mapped by the FEMA, and the National Wetlands Inventory identifies wetlands adjacent and north of the site, bordering the New York Slough. Additionally, an approximately 312-square-foot perennial wetland is located on the northwestern corner of the site. The sports facility site includes a vacant corrugated metal building located near the center of the site. A large, trapezoid shaped asphalt-paved area is present on the eastern portion of the site with a concrete curb bordering the northern portion. Another concrete pad is in the southeastern portion of the sports facility site with recessed steel beams present.

To the east, the project area is bounded by Harbor Street, industrial uses, including automobile repair services, shipping and receiving, and an energy substation (see Attachment 3 – Map of Surrounding Uses). Further east are additional industrial uses, including a large steel manufacturing plant. To the south, the project area is bounded by the 8th Street Greenbelt, a 10-block linear park owned by the City, and East 8th Street. Further south are residential, commercial, and light industrial uses, as well as the BNSF railroad tracks. To the west, the project area is bounded by residential uses, as well as the City's Old Town District.

PROJECT DESCRIPTION:

The proposed project involves two separate phases. Phase 1 would occur on the campus site and includes the removal and remediation of the berm and construction of an elementary school, a middle school, and a high school for the Making Waves Academy. At build out, the campus site would consist of five two-story classroom buildings and two gymnasiums for a total of approximately 384,453 square feet of buildings. The campus would serve up to 2,000 students and 220 staff and it would generally operate from 7:00 a.m. to 6:30 p.m. Monday through Friday. As part of Phase

1, a separated, multi-use pathway would also be constructed along the eastern perimeter of the campus site and Class II bicycle lanes would be installed along Harbor Street, between E. 8th Street and E. 3rd Street. Phase 2 would occur on the sports facility site and includes the design and construction of sports facilities to support the campus. The components and timing of each phase are discussed in more detail below.

Elementary School: The elementary school would include a two-story, approximately 49,556 square foot classroom building that would be approximately 34 feet in height on the southern portion of the campus site. The elementary school classroom building would include 13 classrooms, two student common areas, a multi-purpose room, a kinder clubhouse, administrative spaces, teachers' lounges, office spaces, and other auxiliary spaces including bathrooms, a kitchen, and an elevator. The elementary school would include its own basketball courts, artificial turf playfields, playgrounds, play structure areas, covered outdoor seating, and landscaping.

Middle School: The middle school would include two two-story classroom buildings and a gymnasium and would be in the center of the campus site. The western middle school building would be approximately 102,538 total square feet and 34 feet in height, and would include 24 classrooms, open learning space, a student common, a ‘maker’ space, a library and media center, teacher collaboration space, and various other administrative offices and auxiliary spaces. The southern middle school building would be approximately 36,780 total square feet and approximately 34 feet in height, and would include 15 classrooms, open learning space, a teacher collaboration room, staff areas, and offices.

The middle school gym would be approximately 30,352 total square feet and approximately 35 feet in height, and would include two full-size basketball courts, a multi-purpose athletic room, an athletic program training room, a yoga/dance studio, locker rooms, team rooms, and office and storage spaces. The middle school would include its own outdoor basketball courts, artificial turf soccer fields, play structure area, covered outdoor seating, and landscaping.

High School: The high school would include two two-story classroom buildings and a gym and would be located in the northern portion of the campus site. The western high school building would be approximately 81,065 total square feet and approximately 34 feet in height, and would include 23 classrooms, open learning spaces, a drama room, a maker space, a library and media center, teacher collaboration space, and various other administrative offices and auxiliary spaces. The eastern high school building would be approximately 51,595 total square feet and approximately 34 feet in height, and include eight classrooms, open learning space, a dining common, a career center, a student lounge, a culinary classroom, and various other offices and auxiliary spaces.

The high school gym would be approximately 30,352 total square feet and approximately 35 feet in height, and include two full-sized basketball courts, a multi-purpose athletic room, an athletic program training room, a yoga/dance studio, locker rooms, team rooms, and office and storage spaces. The high school would include its

own outdoor artificial turf area, outdoor half basketball courts, covered outdoor seating area, and landscaping.

Sports Facilities: The sports facility site would include: a regulation-sized artificial turf soccer field; a 400-meter track with nine lanes; a swim center with a 30-meter by 25-yard pool with 12 lanes, a learn-to-swim pool, and a pool house; a regulation-sized artificial turf softball field with dugouts; a regulation-sized artificial turf baseball field with dugouts; tennis courts; basketball courts; a main field house; a ticket booth; and LED lighting poles approximately 80 feet in height to allow night lighting on all fields.

The sports facility would support team sports for the proposed campus and would supplement the play areas and fields that would be available on the campus site. The proposed buildings associated with the sports facility would total approximately 25,700 square feet. The sports facility would be used exclusively by the Making Waves Academy until 6:30 p.m. Monday through Friday. However, Making Waves Academy and the City are working on a joint-use agreement that would allow public use of the facility. This could include use of the running track and the fields by residents around the project area, and the use of the fields and track by local soccer, track and field, and softball teams.

Construction of the sports facility site would require the addition of fill to raise building floors out of the 100-year flood zone and to raise other portions of the site to a lesser degree. Because some of the parcels comprising the sports facility site are subject to the jurisdiction of DTSC or the Water Board, the physical alteration of these parcels would be performed under the supervision and with the concurrence of these agencies to achieve environmental closure.

Timing of Phases: The applicant would begin construction of Phase 1 immediately after receiving design review and building permit approvals. The middle school would open in the fall of 2020, and would start with 5th and 6th grades. An additional grade would be added on an annual basis until 2026, at which point the campus would include grades five through twelve. Kindergarten and first grade are expected to start in the fall of 2022 or 2023, and would also add one grade a year until all grades from kindergarten through 12th are operational. Approvals for Phase 2 are not requested at this time because the specific layout and design of the sports facility has not yet been completed. However, the applicant anticipates submitting a use permit and design review application for the sports facility in 2020.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The project area is in the ‘Downtown’ subarea of the General Plan and has multiple land use designations. The campus site is designated ‘Downtown Medium Density Residential’ with a small portion of the northern end designated as ‘Downtown Commercial’. Downtown Medium Density Residential allows for residential development at densities ranging from 12 to 18 units per gross acre. Downtown Commercial accommodates specialty retail, personal services, restaurants, offices, financial

organizations, institutions, and other businesses serving the daily needs of residents with a maximum allowable Floor Area Ratio (FAR) of 1.0 for non-residential uses. Neither land use designation prohibits schools.

The sports facility site is currently designated ‘Marine Commercial’, ‘Park’, and ‘Industrial’. The Marine Commercial designation allows for recreational facilities with a maximum allowable FAR of 0.5. The Park designation allows for recreation facilities with ancillary facilities such as concession stands, clubhouses, and equipment rental.

Zoning: The project area is within multiple zoning districts. The campus site is primarily within the RMD-O (Downtown Medium-Density Residential with Limited Overlay) District where public schools are an allowable use. All of the proposed school buildings on the campus site are within the RMD-O. Some parking and landscaping would be located on a small portion of the northern edge of the campus site within the CP (Pedestrian Commercial) District.

The western portion of the sports facility site is within the CW (Waterfront Commercial) District, which provides opportunities for commercial development that enhances the waterfront, that serves as an attraction for residents and visitors, and that incorporates services that related to the waterfront. The eastern portion of the sports facility site is within the IG (General Industrial) District. The IG District provides sites for intense industrial uses on large parcels occupied or directly adjacent to existing heavy industrial uses. Parks and recreation facilities are allowable uses with a conditional use permit in the CW and IG zoning districts.

Environmental: A Notice of Preparation (NOP) of an Environmental Impact Report (EIR) was published and circulated on August 15, 2018, to request comments on the types of impacts that could result from implementation of the proposed project. An Initial Study was also published on August 15, 2018, and was available for comment. Additionally, a public scoping session for the Draft EIR was held on September 6, 2018.

Based on the review and analysis contained in the Initial Study, the City has determined that the following potential effects of the proposed project would be less than significant or have no impact, and therefore these topics would not be studied in detail in the Draft EIR: aesthetics; agriculture and forestry resources; biological resources; cultural resources; geology and soils; hydrology and water quality; land use and planning; mineral resources; population and housing; public services; recreation; tribal cultural resources; and utilities and service systems.
The following environmental topics will be addressed in this EIR: Transportation and Circulation; air quality; greenhouse gas emissions; noise; and hazards and hazardous materials. The City anticipates completing the Draft EIR and releasing it for a 45-day public review and comment period by the end of next month. Public hearings to consider Planning Commission certification of the Final EIR and approval of the proposed project are expected to be held in February next year.

Public Notice: Although not required by the PMC, on or prior to August 14, 2018, notice of the September 25, 2018, study session was posted at City Hall, the Pittsburg Library, 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 site, and to individuals who had previously filed written request for such notice.

ANALYSIS:

Not applicable at this time.

ACTION REQUIRED:

Receive a presentation from the applicant regarding the Making Waves program, the design of the proposed campus, and provide initial comments on the project.

ATTACHMENTS:

1. Location Map
2. Parcel Ownership Map
3. Map of Surrounding Uses
4. Site Photos
5. Project Plans
6. Notice of Study Session

Prepared by: Hector J. Rojas, AICP, Senior Planner

Attachment 1 - Location Map

9/14/2018, 1:11:46 PM

Parcel

City Limits

CCC Housing Authority

Caltrans ROW

1:9,028

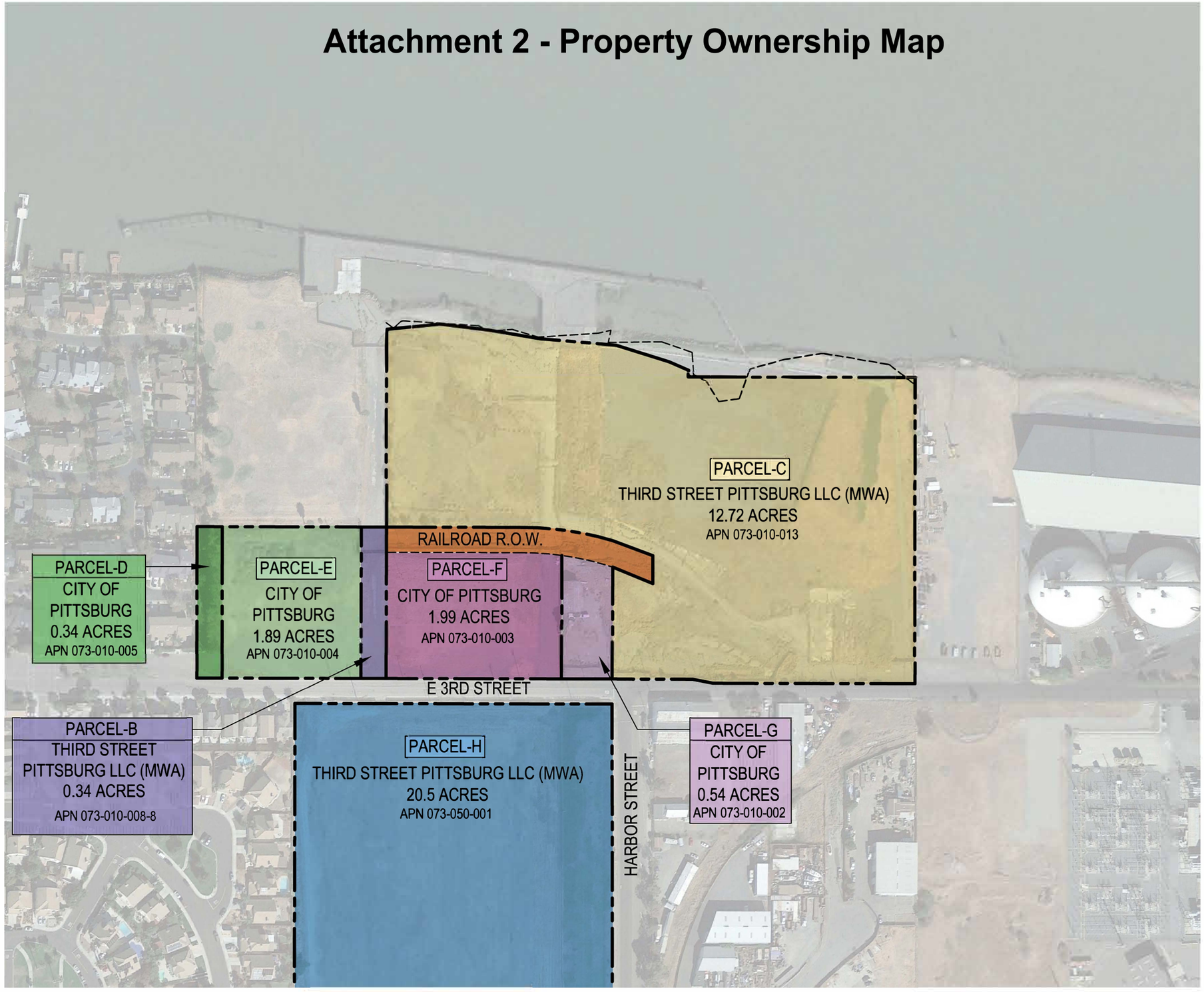
0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

Disclaimer: All reasonable effort has been made to assure the accuracy of the maps for its intended purpose.
However, the GIS data may or may not be an exact depiction of the existence, location, depth, size, material or type of facilities shown herein.
It is not to be relied upon for any purpose other than a general schematic diagram of the facilities depicted.

Attachment 2 - Property Ownership Map



06 AUGUST 2018

Studio Bondy Architecture

⊕ 1" = 200'-0"

PROPERTY DIAGRAM

MAKING WAVES

PITTSBURG

Attachment 3
Map of Surrounding Uses
Making Waves Academy Charter School Project, AP-18-1339 (DR)

Project Site

Attachment 4
Site Photos
Making Waves Academy Charter School Project, AP-18-1339 (DR)

Above: View of School Campus site from E. 3rd Street/Harbor Street looking southwest
Below: View of School Campus site from E. 8th Street/Harbor Street looking northwest

Above: View of Sports Facility site from E. 3rd Street/Harbor Street looking northwest
Below: View of Sports Facility site from E. 3rd Street looking northeast

Attachment 5 - Project Plans (1 of 4)

MAKING WAVES ACADEMY - PITTSBURG CAMPUS

420 EAST THIRD STREET, PITTSBURGH, CA

SEPTEMBER 07, 2018

C:_Revit local Projects\1607_SITE_EXISTING_wcvf

THIS DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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MAKING WAVES
ACADEMY
PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

COVER SHEET

AA0.00

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MAKING WAVES ACADEMY - PITTSBURG CAMPUS

SHEET LIST

		05.15.2018 CEQA SET	09.07.2018 DRB SET
0. GENERAL			
AA0.00	COVER SHEET		X
AA0.01	SHEET INDEX	X	X
AA0.02	PROJECT INFORMATION	X	X
AA0.11	EXISTING SITE PHOTOS	X	X
AA0.12	EXISTING SITE PHOTOS	X	X
1. CIVIL			
C0.00	NOTES, LEGEND, AND ABBREVIATIONS		X
C0.10	BOUNDARY SURVEY - SOUTH PARCEL (FOR REF. ONLY)		X
C0.11	TOPOGRAPHIC SURVEY - SOUTH PARCEL - SOUTH END	X	X
C0.12	TOPOGRAPHIC SURVEY - SOUTH PARCEL - NORTH END	X	X
C0.20	BOUNDARY SURVEY - NORTH PARCELS (FOR REF. ONLY)		X
C0.21	TOPOGRAPHIC SURVEY - NORTH PARCELS - WEST END (FOR REF. ONLY)		X
C0.22	TOPOGRAPHIC SURVEY - NORTH PARCELS - EAST END (FOR REF. ONLY)		X
C1.01	SITE PLAN - SOUTH PARCEL - SOUTH END	X	X
C1.02	SITE PLAN - SOUTH PARCEL - NORTH END	X	X
C1.10	FIRE ACCESS TURNING EXHIBIT		X
C1.20	FRONTAGE IMPROVEMENTS		X
C2.01	PRELIMINARY GRADING AND DRAINAGE PLAN - SOUTH PARCEL - SOUTH END	X	X
C2.02	PRELIMINARY GRADING AND DRAINAGE PLAN - SOUTH PARCEL - NORTH END	X	X
C3.01	UTILITY PLAN - SOUTH PARCEL - SOUTH END		X
C3.02	UTILITY PLAN - SOUTH PARCEL - NORTH END		X
C4.00	WATER POLLUTION CONTROL PLAN - SOUTH PARCEL		X
C5.00	STORMWATER MANAGEMENT PLAN - SOUTH PARCEL	X	X
C7.00	PHOTOMETRICS PLAN		X
2. LANDSCAPE			
L0.0	ILLUSTRATIVE SITE PLAN	X	X
L1.0	LANDSCAPE CALLOUTS - ELEMENTARY SCHOOL CAMPUS	X	X
L1.1	LANDSCAPE CALLOUTS - MIDDLE SCHOOL CAMPUS	X	X
L1.2	LANDSCAPE CALLOUTS - HIGH SCHOOL CAMPUS	X	X
L2.0	SECTIONS - SITE WALLS		X
L2.1	SECTIONS - PARKING LOT		X
L2.2	SECTIONS - CAMPUS		X
L3.0	SITE MATERIALS	X	X
L3.1	SITE MATERIALS	X	X
L3.2	SITE MATERIALS		X
L3.3	LIGHTING SCHEDULE		X
L4.0	PLANTING SCHEDULE	X	X
L4.1	PLANTING SCHEDULE	X	X
L4.2	PLANTING PLAN - ELEMENTARY SCHOOL CAMPUS	X	X
L4.3	PLANTING PLAN - MIDDLE SCHOOL CAMPUS	X	X
L4.4	PLANTING PLAN - HIGH SCHOOL CAMPUS	X	X
L5.0	SHADE STUDY		X
3. ARCHITECTURAL			
AA1.01	NEIGHBORHOOD CONTEXT		X
AA1.10	SITE PLAN - OVERALL	X	X
AA1.11	ENLARGED SITE PLAN - ELEMENTARY SCHOOL CAMPUS	X	X
AA1.12	ENLARGED SITE PLAN - MIDDLE SCHOOL CAMPUS	X	X
AA1.13	ENLARGED SITE PLAN - HIGH SCHOOL CAMPUS	X	X
AA1.20	TRAFFIC DIAGRAM - DROP-OFF AND PICK-UP	X	X
AA1.21	TRAFFIC DIAGRAM - DAY-USE	X	X
AA1.22	SITE PEDESTRIAN ACCESS DIAGRAM		X
AA1.23	FENCING DIAGRAM		X
AA1.24	FIRE ACCESS DIAGRAM		X
AA3.00	MATERIALS PALETTE		X
AA3.01	SITE EXTERIOR ELEVATIONS		X
AB2.10	ES-A - FIRST FLOOR PLAN	X	X
AB2.20	ES-A - SECOND FLOOR PLAN	X	X
AB2.30	ES-A - ROOF PLAN	X	X
AB3.01	ES-A - EXTERIOR ELEVATIONS		X
AB3.02	ES-A - EXTERIOR ELEVATIONS		X
AB3.11	ES-A - BUILDING SECTIONS		X
AC2.01	MS-A - OVERALL FLOOR PLANS	X	X
AC2.02	MS-A - OVERALL ROOF PLAN	X	X
AC2.11	MS-A - FIRST FLOOR PLAN SOUTH		X
AC2.12	MS-A - FIRST FLOOR PLAN NORTH		X
AC2.21	MS-A - SECOND FLOOR PLAN SOUTH		X
AC2.22	MS-A - SECOND FLOOR PLAN NORTH		X
AC2.31	MS-A - ROOF PLAN SOUTH		X
AC2.32	MS-A - ROOF PLAN NORTH		X
AC3.01	MS-A - EXTERIOR ELEVATIONS		X
AC3.02	MS-A - EXTERIOR ELEVATIONS		X
AC3.03	MS-A - EXTERIOR ELEVATIONS		X
AC3.11	MS-A - BUILDING SECTIONS		X
AD2.10	MS-B - FLOOR PLANS	X	X
AD2.30	MS-B - ROOF PLAN	X	X
AD3.01	MS-B - EXTERIOR ELEVATIONS		X
AD3.11	MS-B - BUILDING SECTIONS		X
AE2.10	MS-GYM - FLOOR PLANS	X	X
AE2.30	MS-GYM - ROOF PLAN	X	X
AE3.01	MS-GYM - EXTERIOR ELEVATIONS		X
AE3.11	MS-GYM - BUILDING SECTIONS		X
AF2.01	HS-A - OVERALL FLOOR PLANS	X	X
AF2.02	HS-A - OVERALL ROOF PLAN	X	X
AF2.11	HS-A - FIRST FLOOR PLAN SOUTH		X
AF2.12	HS-A - FIRST FLOOR PLAN NORTH		X
AF2.21	HS-A - SECOND FLOOR PLAN SOUTH		X
AF2.22	HS-A - SECOND FLOOR PLAN NORTH		X
AF2.31	HS-A - ROOF PLAN SOUTH		X
AF2.32	HS-A - ROOF PLAN NORTH		X
AF3.01	HS-A - EXTERIOR ELEVATIONS		X
AF3.02	HS-A - EXTERIOR ELEVATIONS		X
AF3.03	HS-A - EXTERIOR ELEVATIONS		X
AF3.11	HS-A - BUILDING SECTIONS		X
AG2.10	HS-B - FIRST FLOOR PLAN	X	X
AG2.20	HS-B - SECOND FLOOR PLAN	X	X
AG2.30	HS-B - ROOF PLAN	X	X
AG3.01	HS-B - EXTERIOR ELEVATIONS		X
AG3.02	HS-B - EXTERIOR ELEVATIONS		X
AG3.11	HS-B - BUILDING SECTIONS		X
AH2.10	HS-GYM - FLOOR PLANS	X	X
AH2.30	HS-GYM - ROOF PLAN	X	X
AH3.01	HS-GYM - EXTERIOR ELEVATIONS		X
AH3.11	HS-GYM - BUILDING SECTIONS		X

		05.15.2018 CEQA SET	09.07.2018 DRB SET
AX5.10	3D VIEWS		X
AX5.11	3D VIEWS		X
AX5.12	3D VIEWS		X
AX5.13	3D VIEWS		X
AX8.10	WALL SECTIONS		X

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ABBREVIATIONS

#	POUND / NUMBER	DSP	DRY STANDIPE
&	AND	DWG	DRAWING
(E)	EXISTING	DWR	DRAWER
(N)	NEW	E	EAST
(R)	REMOVE	EA	EACH
-E	ELECTRICALLY OPERATED (SOLAR CONTROL)	EB	EXPANSION BOLT
-M	MANUALLY OPERATED (SOLAR CONTROL)	EFS	EXTERIOR FINISH SYSTEM
-R	REMOVABLE, MOUNTED TO DOOR AND SIDELITES ONLY (SOLAR CONTROL)	EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
//	PARALLEL	EJ	EXPANSION JOINT
<	LESS THAN	EL	ELEVATION
>	GREATER THAN	ELEC	ELECTRICAL
@	AT	ELEV	ELEVATOR
[	CHANNEL	EMER	EMERGENCY
A.G.B.	AUTOMATIC GASKET BOTTOM	ENCL	ENCLOSURE
AB	ANCHOR BOLT	EP	ELECTRICAL PANELBOARD
AB	ACOUSTICAL BOARD	EQ	EQUAL
ABV	ABOVE	EQPT	EQUIPMENT
AC	AIR CONDITIONING	EWC	ELECTRICAL WATER COOL
ACC	ACCESSIBLE	EXH	EXHAUST
ACOUS	ACOUSTICAL	EXP	EXPANSION
ACP	ACOUSTICAL PANEL	EXPO	EXPOSED
ACT	ACOUSTICAL TILE	EXT	EXTERIOR
AD	AREA DRAIN	FA	FIRE ALARM
ADA O	ADA OPERATOR	FB	FLAT BAR
ADD	ADDITIONAL	FC	FACE
ADJ	ADJUSTABLE	FC	FIRE HOSE CABINET
AF	ACCESS FLOORING	FC	FABRIC WALL COVERING
AFF	ABOVE FINISH FLOOR	FD	FLOOR DRAIN
AGGR	AGGREGATE	FDC	FIRE DEPARTMENT CONN.
AL(HD)	ALUMINUM-HEAVY DUTY	FE	FIRE EXTINGUISHER
ALT	ALTERNATE	FEC	FIRE EXTINGUISHER CABINET
ALUM	ALUMINUM	FF	FACTORY FINISH
ANCH	ANCHOR	FF&E	FURNITURE FINISHES AND EQUIPMENT
ANOD.	ANODIZED	FH	FLAT HEAD
APPD	APPROVED	FIN	FINISH
APPROX	APPROXIMATE	FIXT	FIXTURE
ARCH	ARCHITECTURAL	FL	FLOOR
ASB	ASBESTOS	FLASH	FLASHING
ASPH	ASPHALT	FLUOR	FLUORESCENT
AUTO	AUTOMATIC	FND	FOUNDATION
AV	AUDIO VISUAL	FO	FACE OF
BB	BULLETIN BOARD	FOC	FACE OF CONCRETE
BD	BOARD	FOF	FACE OF FINISH
BEJ	BRICK EXPANSION JOINT	FOS	FACE OF STUDS
BITUM	BITUMINOUS	FP	FIRE PROTECTION
BKP	BACKING PLATE	FP	FABRIC WRAPPED PANEL
BLDG	BUILDING	FPR	FIREPROOF
BLK	BLOCK	FRM	FRAME
BM	BEAM	FRT	FIRE RETARDANT TREATED WOOD
BOT/BO	BOTTOM / BOTTOM OF	FSD	FIRE SEPARATION DISTANCE
BRK	BRICK	FT	FEET / FOOT
BS	BLACKOUT SHADE, NO SIDE TRACKS	FTG	FROTING
BSMT	BASEMENT	FURN	FURNITURE
BT	BOLT	FURR	FURRING
BUR	BUILT-UP ROOFING	FUT	FUTURE
CAB	CABINET	GA	GAUGE / GAGE
CAT	CATEGORY	GALV	GALVANIZED
CB	CATCH BASIN	GB	GRAB BAR
CBD	CHALK BOARD	GC	GENERAL CONTRACT(OR)
CBU	CEMENTITIOUS BACKER UNIT	GFDG	GLASS FIBER REINFORCED GYPSUM
CEM	CEMENT	GFRC	GLASS FIBER REINFORCED CONCRETE
CER	CERAMIC	GIRDLE	GIRDLING
CG	CORNER GUARD	GL	GLAZING
CH	CHILLER	GL	GLASS
CHAN	CHANNEL	GR	GRADE
CI	CAST IRON	GRND	GROUND
CIP	CAST-IN-PLACE	GSM	GALVANIZED SHEET METAL
CJ	CONTROL JOINT / CONSTRUCTION JOINT	GWB	GYPSUM WALL BOARD
CL	CENTER LINE	GYP	GYPSUM
CLG	CEILING	HB	HOSE BIB
CLKG	CAULKING	HC	HOLLOW CORE
CLO	CLOSET	HC	HOSE REEL CABINET
CLR	CLEAR	HC/V	HONEY-COMB CORE / WD VENEER
CMU	CONCRETE MASONRY UNIT	HD	HAND DRYER
CNTR	COUNTER	HDR	HANDRAIL
CO	CASED OPENING	HDR	HYDRAULIC
COL	COLUMN	HDWD	HARDWOOD
COMPAT	COMPARTMENT	HDWE	HARDWARE
CONC	CONCRETE	HM	HOLLOW METAL
COND	CONDITION	HO	HOLD OPEN (MAGNETIC)
CONF	CONFERENCE	HORIZ	HORIZONTAL
CONN	CONNECTION	HP	HIGH POINT
CONSTR	CONSTRUCTION	HR	HOUR
CONT	CONTINUOUS	HS	HEAT STRENGTHENED (GLASS)
CONTR	CONTRACTOR	HT	HEIGHT
COORD	COORDINATE	HVAC	HEATING, VENTILATION, AIR CONDITIONING
CORR	CORRIDOR	ID	INTEGRATED DOOR ASSEMBLY
CPT	CARPET	ID	INSIDE DIAMETER
CR	CARD READER	IE	INVERT ELEVATION
CS	CLEAR SEALED	IM	INSULATED (ACOUSTIC) HOLLOW METAL DOOR
CT	CERAMIC TILE	IN	INCH
CTR	CENTER	INC	INCLUDE / INCLUDING
CTSK	COUNTER SUNK	INCAN	INCANDESCENT
CW	COLD WATER (PIPING)	INFO	INFORMATION
D	DEEP / DEPTH	INSUL	INSULATION
DA	DISABLED	INT	INTERIOR
DBL	DOUBLE	INTERM	INTERMEDIATE
DEG	DEGREE	INV	INVERT
DEMO	DEMOLITION	IPS	INTERNATIONAL PIPE STANDARD
DEPT	DEPARTMENT	IRMA	INVERTED ROOF MEMBRANE ASSEMBLY
DET	DETAIL	jan	JANITOR
DF	DRINKING FOUNTAIN	jb	JUNCTION BOX
DIA	DIAMETER	jcl	JANITOR'S CLOSET
DIFF	DIFFUSER	JOH	JAMB OPENING HEIGHT
DIM	DIMENSION	JOW	JAMB WIDTH
DISP	DISPENSER	JST	JOIST
DMPF	DAMPROOFING	JT	JOINT
DMT	DEMOUNTABLE	K	KICK PLATE (STAINLESS STEEL)
DN	DOWN	KG	KILOGRAM
DO	DOOR OPENING	KIT	KITCHEN
DP	DIMENSION POINT	KO	KNOCKOUT
DPTN	DEMOUNTABLE PARTITION	KP	KICK PLATE
DR	DOOR	L.L.E.S.	LOW LEVEL EXIT SIGN, SEE LIGHTING DWGS.
DRN	DRAIN	LAB	LABORATORY
DS	DUAL SOLAR AND BLACKOUT SHADE	LAM	LAMINATE / LAMINATED / LAMINATION
DS	DOWNSPOUT	LAV	LAVATORY
		LB	POUND

LD	LANDING	RT	RATING
LF	LINEAR FOOT	RTD	RATED
LH	LONG LEG HORIZONTAL	RWL	RAIN WATER LEADER
LKR	LOCKER	S	SOUTH
LO	LONG	S/L	SIDELITE
LP	LOW POINT	SA	SUPPLY AIR
LT	LIGHT	SAD	SEE ARCHITECTURAL DRAWINGS
LV	LONG LEG VERTICAL	SAN	SANITARY
LW	LIQUID WIRTING CHALKBOARD	SASK	SERVICE SINK
MACH	MACHINE	SATS	SELF TAPPING SCREW
MAINT	MAINTENANCE	SC	SOLID CORE
MAS	MASONRY	SCD	SEAT COVER DISPENSER
MATL	MATERIAL	SCHED	SCHEDULE
MAX	MAXIMUM	SCL	SELF-CLOSING DEVICE
MB	HORIZONTAL LOUVER BLINDS (MINI BLINDS)	SCLC	STRUCTURAL COMPOSITE LUMBER CORE
MB	METAL BOLT	SD	STORM DRAIN / SOAP DISPENSER
MC	MEDICINE CABINET	SECT	SECTION
MCV	MINERAL CORE / WD VENEER	SED	SEE ELECTRICAL DRAWINGS
MDF	MEDIUM DENSITY FIBERBOARD	SF	SQUARE FEET / FOOT
MDO	MEDIUM DENSITY OVERLAY	SH	SHELF
MDO	MEDIUM DENSITY OVERLAY PLYWOOD	SHR	SHOWER
MECH	MECHANICAL	SHT	SHEET
MEM	MEMBRANE	SIM	SIMILAR
MEP	MECHANICAL, ELECTRICAL, PLUMBING	SJ	SCORE JOINT
MEZZ	MEZZANINE	SLDR	SEE LANDSCAPE DRAWINGS
MFR	MANUFACTURER	SM	SHEET METAL
MH	MANHOLE	SMD	SEE MECHANICAL DRAWINGS
MIN	MINIMUM	SND	SANITARY NAPKIN DISPENSER
MISC	MISCELLANEOUS	SP	STANDPIPE
ML	MODULE LINE	SPD	SEE PLUMBING DRAWINGS
MM	MILLIMETER	SPEC	SPECIFICATION
MO	MASONRY OPENING	SPKLR	SPRINKLER
MP	MIDPOINT	SPKR	SPEAKER
MS	MACHINE SCREW	SQ	SQUARE
MT	MOUNTING	SR	SANITARY NAPKIN RECEPTACLE
MTD	MOUNTED	SS	STAINLESS STEEL
MTL	METAL	SS	SOLAR SHADE
MULL	MULLION	SS	STRUCTURE SLAB (ELEVATION)
MWF	MATCH WINDOW MULLION FINISH	SSD	SEE STRUCTURAL DRAWINGS
N	NORTH	ST.	STAIN
N.I.C.	NOT IN CONTRACT	STA	STATION
NA	NOT APPLICABLE	STD	STANDARD
NC	NOISE CRITERIA	STL	STEEL
NO	NUMBER	STOR	STORAGE
NR	NON-RATED	STR	STRUCTURAL
NTS	NOT TO SCALE	SUBCAT	SUBCATEGORY
O/	OVER	SUSP	SUSPENDED
OA	OVERALL	SYM	SYMMETRICAL
OBS	OBSCURE	SYS	SYSTEM
OC	ON CENTER	T	TEMPERED GLASS
OCD	OVERHEAD COILING DOOR	T&G	TONGUE AND GROOVE
OCEW	ON CENTER EACH WAY	T.O.	TOP OF
OCG	OVERHEAD COILING GRILLE	T/LAM	TEMPERED & LAMINATE GLASS
OD	OUTSIDE DIAMETER / DIMENSION	T/W	TRANSOM WINDOW
OFCI	OWNER FURNISHED. CONTRACTOR INSTALLED	TB	TOWEL BAR
OFD	OVERFLOW DRAIN	TB	TOGGLE BOLT
OFF	OFFICE	TBD	TO BE DETERMINED
OFOI	OWNER FURNISHED, OWNER INSTALLED	TEL	TELEPHONE
OH	OPPOSITE HAND	TEMP	TEMPERATURE
OPNG	OPENING	TEMPRD	TEMPERED
OPP	OPPOSITE	TER	TERRAZZO
OUTS	OUTSIDE	TH	THRESHOLD
OVHD	OVERHEAD	THK	THICKNESS / THICK
PAV	PAVING	THRU	THROUGH
PB	PLUMBING	TIS	TENANT IMPROVEMENT STANDARD
PBD	PARTICLEBOARD	TOC	TOP OF CONCRETE OR CURB
PC	PRECAST CONCRETE	TOS	TOP OF STEEL, TOP OF SLAB, TOP OF STRUCTURE
PCP	PORTLAND CEMENT PLASTER	TOW	TOP OF WALL
PDF	POWER DRIVEN FASTENER	TP	TOP OF PAVEMENT
PERF	PERFORATED	TPD/SP	TOILET PAPPER DISPENSER
PERIM	PERIMETER	TR	TRANSLUCENT
PERP	PERPENDICULAR	TRD	TREAD
PH	PANIC HARDWARE	TS	TUBE STEEL
PH	PHASE	TV	TELEVISION
PISA	PRESSURE SENSITIVE ADHESIVE	TYP	TYPICAL
PL	PLATE	UNFIN	UNFINISHED
PLAM	PLASTIC LAMINATE	UON	UNLESS OTHERWISE NOTED
PLAS	PLASTER	URL	URINAL
PLF	POUNDS PER LINEAR FOOT	VC	VINYL WALL COVERING
PLYWD	PLYWOOD	VCT	VINYL COMPOSITION TILE
PNL	PANEL	VERT	VERTICAL
POL	POLISHED	VEST	VESTIBULE
PR	PAIR	VIF	VERIFY IN FIELD
PRCST	PRECAST	VR	VAPOR RETARDER
PREFAB	PREFABRICATED	VT	VINYL TILE
PROJ	PROJECT	VTR	VENT THROUGH ROOF
PSF	POUNDS PER SQUARE FOOR	W	WIDTH / WIDTH / WEST
PT	POINT / PAINT	W/	WITH
PTD	PAINTED	W/O	WITHOUT
PTD/R	PAPER TOWEL DISPENSER / RECEPTACLE	WAR	WATER RESISTANT / REPELLANT
PTN	PARTITION	WCS	WATER CLOSET
PV	PHOTOVOLTAIC	WD	WOOD
QT	QUAREY TILE	WD/MTL	SOLID WOOD/METAL CLAD
QTY	QUANTITIY	WDW	WINDOW
R	RISER	WHM	WELDED HOLLOW METAL
RA	RETURN AIR	WO	WINDOW OPENING, WHERE OCCURS
RAD	RADIUS	WP	WATERPROOF
RBI	RESILIENT BASE	WPM	WATERPROOF MEMBRANE
RC	RECESSED	WPT	WORK POINT
RCP	REFLECTED CEILING PLAN	WS	WEATHER STRIPPING
RCPT	RECEPTACLE	WS	WOOD SCREW
RD	ROOF DRAIN	WSCT	WAINSCOT
RDWD	REDWOOD	WT	WEIGHT
RE	REFER TO	WW	HOT WATER
RECOM	RECOMMENDED	WW	WALL TO WALL
REF	REFERENCE	WWM	WELDED WIRE MESH
REFL	REFLECTED / REFLECTIVE / REFLECT		
REFR	REFRIGERATOR		
REG	REGISTER		
REINF	REINFORCED / REINFORCING		
RELO	RELOCATE		
REM	REMOVABLE		
REQD	REQUIRE / REQUIRED		
RESIL	RESILIENT		
REV	REVISION / REVISED / REVERSED		
RM	ROOM		
RO	ROUGH OPENING		

SITE INFORMATION / ZONING SUMMARY

SITE INFORMATION

APN: 073-050-001
CURRENT ZONING DESIGNATIONS: CP-2 AND RMD-O (ALL PROPOSED BUILDING TO BE IN RMD-O ZONING)
SEE SURVEY FOR PARCEL DIMENSIONS AND BOUNDARIES

TOTAL SITE AREA: 895,158 SF(20.55 ACRES)

ZONING

YARD SETBACKS FOR RMD-O ZONING:

MIN. FRONT YARD:	10' ALONG HARBOR ST.
MIN. CORNER SIDE YARD:	10' ALONG 3RD ST.
MIN. SIDE YARD:	5' ALONG E. 8TH ST GREENBELT PARK
MIN. REAR YARD:	10'

BUILDING HEIGHT FOR RMD-O ZONING: 40 FEET (NOT INCLUDING MECHANICAL SCREENS)

BUILDING AREAS AND HEIGHTS

		AREA		HEIGHT
ELEMENTARY SCHOOL CAMPUS				
ELEMENTARY SCHOOL BUILDING A	FIRST FLOOR GROSS AREA:	27,590 SF	* (LOT COVERAGE: 30,297 SF)	
	SECOND FLOOR GROSS AREA:	21,966 SF		
	TOTAL FLOOR GROSS AREA	49,556 SF		BUILDING HEIGHT 34'-0"
MIDDLE SCHOOL CAMPUS				
MIDDLE SCHOOL BUILDING A	FIRST FLOOR GROSS AREA:	60,400 SF	* (LOT COVERAGE: 62,710 SF)	
	SECOND FLOOR GROSS AREA:	42,138 SF		
	TOTAL FLOOR GROSS AREA	102,538 SF		BUILDING HEIGHT 34'-0" TO 34'-6"
MIDDLE SCHOOL BUILDING B	FIRST FLOOR GROSS AREA:	18,390 SF	* (LOT COVERAGE: 18,410 SF)	
	SECOND FLOOR GROSS AREA:	18,390 SF		
	TOTAL FLOOR GROSS AREA	36,780 SF		BUILDING HEIGHT 34'-0"
MIDDLE SCHOOL GYMNASIUM	FIRST FLOOR GROSS AREA:	21,595 SF	* (LOT COVERAGE: 21,863 SF)	
	SECOND FLOOR GROSS AREA:	8,757 SF		
	TOTAL FLOOR GROSS AREA	30,352 SF		BUILDING HEIGHT 35'-6"
HIGH SCHOOL CAMPUS				
HIGH SCHOOL BUILDING A	FIRST FLOOR GROSS AREA:	49,095 SF	* (LOT COVERAGE: 49,633 SF)	
	SECOND FLOOR GROSS AREA:	31,970 SF		
	TOTAL FLOOR GROSS AREA	81,065 SF		BUILDING HEIGHT 34'-0"
HIGH SCHOOL BUILDING B	FIRST FLOOR GROSS AREA:	31,190 SF	* (LOT COVERAGE: 32,163 SF)	
	SECOND FLOOR GROSS AREA:	20,405 SF		
	TOTAL FLOOR GROSS AREA	51,595 SF		BUILDING HEIGHT 34'-0"
HIGH SCHOOL GYMNASIUM	FIRST FLOOR GROSS AREA:	21,595 SF	* (LOT COVERAGE: 21,863 SF)	
	SECOND FLOOR GROSS AREA:	8,757 SF		
	TOTAL FLOOR GROSS AREA	30,352 SF		BUILDING HEIGHT 35'-6"
SITE ACCESSORY STRUCTURES:				
TRASH ENCLOSURES (2)	TOTAL GROSS FLOOR AREA	1,240 SF		
STORAGE	TOTAL GROSS FLOOR AREA	975 SF		
TOTAL PROPOSED BUILDING AREA:		384,453 SF		

* LOT COVERAGE INCLUDES GROSS FIRST FLOOR AREA AND ROOF OVERHANG AND SHADE AREAS > 2.5 FT

FLOOR AREA RATIO: 384,453 SF BUILDING AREA / 895,158 SF SITE AREA = 0.43 (RMD-O MAX. = 0.6)

LANDSCAPE COVERAGE: 418,838 SF / 895,158 SF SITE AREA = 47% (RMD-O MIN. = 5%)

PROPOSED LOT COVERAGE: 239,184 SF / 895,158 TOTAL SITE AREA = 27% (RMD-O MAX. = 60%)

PARKING DIMENSIONS

TYPICAL PARKING SPACE: 9'x18' + WHEELSTOP
PARKING SPACE OVERHANGING LANDSCAPING: 9'x16' + 2' OVERHANG

REQUIRED PARKING CALCULATION:

PER PITTSBURG MUNICIPAL CODE SECTION 18.78.040 SCHEDULE A:
KINDERGARTEN THROUGH 8TH GRADE: 2 PER CLASSROOM OR OTHER ROOM USED BY STUDENTS
9TH THROUGH 12TH GRADE: 4 PER CLASSROOM OR OTHER ROOM USED BY STUDENTS

ELEMENTARY SCHOOL: 15 ROOMS USED BY STUDENTS = 30 REQUIRED PARKING SPACES
MIDDLE SCHOOL: 43 ROOMS USED BY STUDENTS = 86 REQUIRED PARKING SPACES
HIGH SCHOOL: 37 ROOMS USED BY STUDENTS = 148 REQUIRED PARKING SPACES

TOTAL VEHICLE PARKING REQUIRED = 264 TOTAL PARKING SPACES REQUIRED;
7 ADA PARKING SPACES REQUIRED PER CBC TABLE 11B-208.2

TOTAL CLEAN AIR VEHICLE PARKING
PER CGBC TABLE 5.106.5.2 = 21 TOTAL CLEAN AIR PARKING SPACES REQUIRED
16 EVCS PER TABLE 5.106.5.3.3
14 EVCS (ELECTRIC VEHICLE CHARGING STATION) PARKING SPACES
2 ADA EVCS PARKING SPACES REQUIRED PER CBC TABLE 11B-228.3.2.1
5 CARPOOL

PROPOSED PARKING CALCULATION:

269 PROPOSED SPACES PROVIDED;
239 STANDARD PARKING SPACES PROVIDED (9'x18' or 9'x16' w/ 2' OVERHANG)
9 ADA PARKING SPACES PROVIDED (9'X18')
21 TOTAL CLEAN AIR PARKING SPACES PROVIDED;
13 EVCS PARKING SPACES PROVIDED (9'x18' or 9'x16' w/ 2' OVERHANG)
3 ADA EVCS PARKING SPACES PROVIDED (9'X18')
5 CAR/VAN POOL / LOW-EMITTING VEHICLE SPACES PROVIDED

BICYCLE PARKING CALCULATION:

BICYCLE PARKING PER PMC SECTION 18.78.045 & CGBC SECTION 5.106.4
PMC: 1 BICYCLE PARKING SPACE REQUIRED PER 10 REQUIRED AUTOMOBILE PARKING SPACES = 27 BICYCLE PARKING SPACES: **87 PROVIDED**
GCBC: LONG TERM BICYCLE SPACES: 5% x 235 TENANT VEHICULAR PARKING SPACES = 12 SPACES REQUIRED; **12 SPACES PROVIDED**
GCBC: SHORT TERM BICYCLE SPACES: 5% X 30 VISITOR VEHICULAR PARKING SPACES = 2 SPACES REQUIRED; **70 SPACES PROVIDED**

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES THE FOLLOWING:

- THE CONSTRUCTION OF FIVE ACADEMIC BUILDINGS, TWO GYMNASIUM BUILDINGS, AND ASSOCIATED SITE WORK AND IMPROVEMENTS.
- SITE WORK INCLUDES NEW VEHICLE AND BICYCLE PARKING AREAS, PLAYING AND SPORTS FIELD, PLAY STRUCTURES AND BALL COURTS, SITE PATHS AND RECESS YARDS, FENCING AND BALL NETTING, SHADE SAIL STRUCTURES, TRASH ENCLOSURES, STORAGE, SITE LIGHTING, AND BIO-RETENTION AREAS (SEE LANDSCAPE AND CIVIL DRAWINGS).

BUILDING CODE SUMMARY

APPLICABLE CODES AND STANDARDS:

2016 California Building Code (CBC)
2016 California Electrical Code (CEC)
2016 California Mechanical Code (CMC)
2016 California Plumbing Code (CPC)
2016 California Energy Code (Title 24)
2016 California Fire Code (CFC)
2016 California Green Building Standards Code (CGBC)
2016 California Green Building Standards Code Supplement
2016 California Referenced Standards
City of Pittsburg Municipal Code (PMC)
CISF Health Code Article 38

BUILDING TYPE:

BUILDINGS TO BE TYPE III-B FULLY SPRINKLERED

BUILDING OCCUPANCY:

NEW 'ELEMENTARY SCHOOL BUILDING' TO BE A NON-SEPARATED 'E' OCCUPANCY
NEW 'MIDDLE SCHOOL BUILDING A' TO BE A NON-SEPARATED 'E' OCCUPANCY
NEW 'MIDDLE SCHOOL BUILDING B' TO BE A NON-SEPARATED 'E' OCCUPANCY
NEW 'MIDDLE SCHOOL GYMNASIUM' TO BE A NON-SEPARATED 'A-3' OCCUPANCY
NEW 'HIGH SCHOOL BUILDING' TO BE A NON-SEPARATED 'E' OCCUPANCY
NEW 'HIGH SCHOOL GYMNASIUM' TO BE A NON-SEPARATED 'A-3' OCCUPANCY

ALLOWABLE HEIGHT:

ALL BUILDINGS: 2-STORY MAX. WITH AREA INCREASE FOR TYPE III CONSTRUCTION PER CBC TABLE 503.

MAX HEIGHT ALLOWED E-OCCUPANCY: 55'-0"
MAX HEIGHT ALLOWED A-3-OCCUPANCY: 55'-0"

SEPARATE PERMITS

SYMBOLS LEGEND

GRID TAG

EXTERIOR ELEVATION TAG

DETAIL NUMBER
SHEET NUMBER

INTERIOR ELEVATION TAG

DETAIL NUMBER
SHEET NUMBER

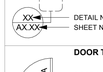
SECTION TAG

DETAIL NUMBER
SHEET NUMBER

DETAIL CALLOUT TAG

DETAIL NUMBER
SHEET NUMBER

DOOR TAG



DOOR MARK

NORTH ARROW

TRUE NORTH
PROJECT NORTH

WINDOW TAG

SEE WINDOW SCHEDULE

KEYNOTE TAG

SEE KEYNOTE LEGEND

MATERIAL TAG

SEE FINISH SCHEDULE

CEILING TAG

XXXXX

REVISION TAG

SEE TITLEBLOCK

WALL TAG

FIRE RATING DESIGNATION; SEE UL LISTING BOOK FOR COMPLETE DESCRIPTION OF COMPONENTS/ASSEMBLIES FOR UL DESIGN NUMBER
LISTED PARTITION TYPE
SEQUENTIAL NUMBER
MODIFIER

SEE WALL SCHEDULE

ROOM TAG

ROOM NAME
ROOM NUMBER

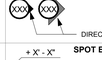
REVISION CLOUD

CLOUD REPRESENTS EXTENT OF DRAWING REVISION; CLOUDED SHEET NUMBER REPRESENTS EXTENSIVE REVISIONS TO ENTIRE SHEET

OCCUPANT LOAD

DIRECTION OF EGRESS

SPOT ELEVATION



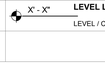
ALIGN SYMBOL

ALIGN FACE OF FINISH AS INDICATED

ELEVATION CHANGE

CENTERLINE

PROPERTY LINE



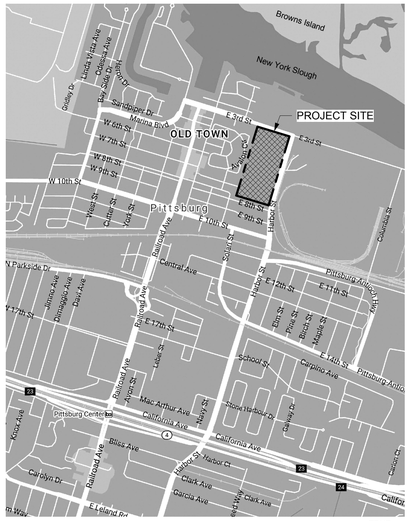
LEVEL LINE

LEVEL / CTRL PT / DATUM

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE PROJECT SPECIFICATIONS.
2. ALL WORK SHALL MEET OR EXCEED THE MINIMUM STANDARDS OF THE 2016 CALIFORNIA BUILDING CODE AND ALL APPLICABLE CODES AND ORDINANCES.
3. INFORMATION CONTAINED WITHIN THESE DOCUMENTS SHALL NOT BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE APPLICABLE CODES.
4. CONTRACTOR SHALL EXAMINE THE DOCUMENTS AND SHALL NOTIFY THE ARCHITECT OF ANY VARIATIONS AND DISCREPANCIES WHICH MAY BE FOUND PRIOR TO THE START OF THE WORK.
5. CONTRACTOR SHALL REVIEW ALL DOCUMENTS TO COORDINATE WITH EXISTING SITE CONDITIONS. ANY VARIATIONS AND DISCREPANCIES THAT ARISE IN THIS REVIEW ARE TO BE BROUGHT IMMEDIATELY TO THE ARCHITECTS ATTENTION.
6. ALL DETAILS, SCHEDULES, ADDENDA, AND SPECIFICATIONS BOUND SEPARATELY ARE A PART OF THE CONTRACT DOCUMENTS.
7. DIMENSIONS:
   A. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND NOTIFY ARCHITECT OF ACTUAL FIELD CONDITIONS PRIOR TO LAYOUT OF NEW WORK.
   B. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED OFF OF THE DRAWINGS.
   C. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE:
      a. TO STRUCTURAL GRID
      b. TO FACE OF CONCRETE
      c. TO FACE OF WALL FINISH
      d. TO ROUGH OPENING
      e. CEILING ELEVATIONS ARE FROM TOP OF FINISHED FLOOR TO FINISHED FACE OF CEILING.
   D. COORDINATE WITH EQUIPMENT CONTRACTORS FOR ROUGH-IN DIMENSIONS AND TEMPLATES.
   E. ALL DIMENSIONS NOTED TO BE "CLEAR" OR "CLR" MUST BE STRICTLY MAINTAINED. "CLEAR" MEANS FROM FACE OF FINISH TO FACE OF FINISH OR OBJECT.
   F. ALL DIMENSIONS NOTED "VERIFY" OR "VIF" ARE TO BE CHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCE FROM THE REQUIRED DIMENSIONS MUST BE BROUGHT IMMEDIATELY TO THE ARCHITECT'S ATTENTION.
8. CONTRACTOR IS RESPONSIBLE TO VERIFY AND COORDINATE WALL AND DOOR FRAMES THAT REQUIRE NON-TYPICAL WALL THICKNESS DUE TO STRUCTURAL, ELECTRICAL, MECHANICAL, AND EQUIPMENT REQUIREMENTS.
9. INTERIOR PARTITION SOUND INSULATION SHALL BE CONTINUOUS BEHIND EQUIPMENT, PANELS, FIXTURES, AND OTHER WALL PENETRATIONS TO MAINTAIN ACOUSTIC INTEGRITY.
10. CONTRACTOR SHALL VERIFY ALL MOUNTING HEIGHTS AND SPECIAL STRUCTURALLY SUPPORT REQUIREMENTS WITH EQUIPMENT AND CASEWORK MANUFACTURERS BEFORE INSTALLING BACKING BLOCKS AND SUPPORTS.
11. CONSULTANT DRAWINGS ARE DIAGRAMATIC. CONTRACTOR / SUB-CONTRACTOR IS RESPONSIBLE TO COORDINATE DEVICE, EQUIPMENT, ETC. LOCATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES AND/OR CONFLICTS, IF NOT EXPLICITLY LOCATED ON DRAWING.
12. DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES, UON.
13. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
14. ALL WORK IS UNDERSTOOD TO BE NEW (N) UNLESS NOTED AS EXISTING (E).
15. THE DRAWINGS INDICATE THE GENERAL EXTENT OF (N) CONSTRUCTION NECESSARY FOR THE WORK, BUT ARE NOT INTENDED TO BE ALL-INCLUSIVE. ALL DEMOLITION AND (N) WORK NECESSARY FOR A FINISHED JOB, IN ACCORDANCE WITH THE INTENTIONS OF THE CONTRACT DOCUMENTS, IS INCLUDED REGARDLESS OF WHETHER IT IS SHOWN IN THE CONTRACT DOCUMENTS.
16. A MINIMUM OF 75% OF CONSTRUCTION WASTE GENERATED AT THE SITE SHALL BE DIVERTED TO RECYCLE OR SALVAGE ACHIEVED BY EITHER USING CITY PRE-CERTIFIED LANDFILLS OR IMPLEMENTATION OF A WASTE MANAGEMENT PLAN.
17. WASTE MANAGEMENT PLAN SHALL BE PRE-APPROVED BY ENVIRONMENTAL SERVICES DEPARTMENT.

VICINITY MAP


Browns Island
New York Slough
PROJECT SITE
OLD T

C:_Revit local Projects\1607_SITE_PHI_CENTRAL_acv.rvt

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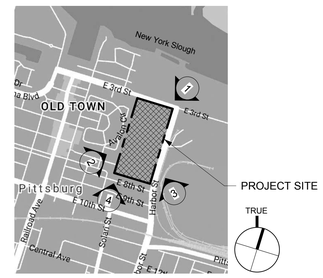
EXISTING SITE PHOTO 4: LOOKING NORTH

EXISTING SITE PHOTO 2: LOOKING NORTHEAST

EXISTING SITE PHOTO 3: LOOKING NORTHWEST

EXISTING SITE PHOTO 1: LOOKING SOUTHWEST



1 SITE PHOTO KEY MAP
3" = 1'-0"

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
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SANTA CLARA, CA 95054
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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

EXISTING SITE PHOTOS

AA0.11

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C:_Revit local Projects\1607_SRS_PHS_CENTRAL_acv14

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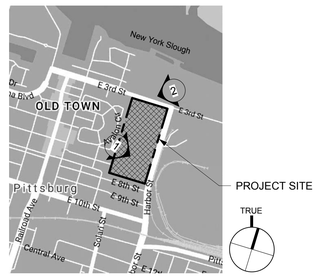
EXISTING SITE PHOTO 2: LOOKING SOUTHWEST FROM THIRD ST.

EXISTING SITE PHOTO 1: LOOKING SOUTHEAST



1 SITE PHOTO KEY MAP
3" = 1'-0"

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

EXISTING SITE PHOTOS

AA0.12

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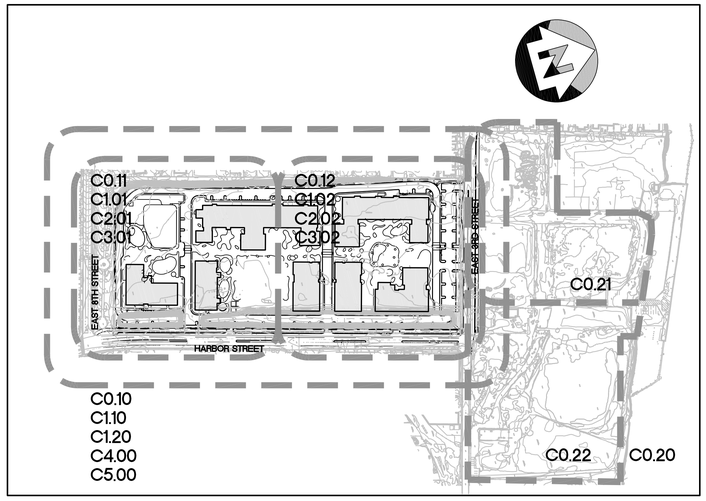
Attachment 5 - Project Plans (2 of 4)

LEGEND

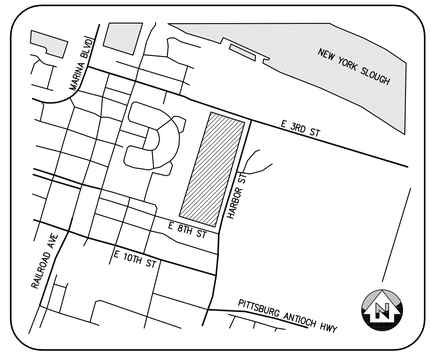
	EXISTING	PROPOSED
SAWCUT AND CONFORM LINE		
RETAINING WALL		
A.C. PAVEMENT		
CONC. VALLEY GUTTER		
CONC. SIDEWALK OR PAD		
6" CURB & GUTTER		
EDGE OF A.C. PAVEMENT	EP	
6" VERTICAL CURB		
CENTER LINE		
SANITARY SEWER MAIN	8" SS	8" SS
STORM DRAIN MAIN	12" SD	15" SD
PERFORATED PIPE		6" SD
WATER MAIN	6" W	6" W
FIRE WATER MAIN	6" FW	4" FW
DOMESTIC WATER MAIN	6" DW	4" DW
IRRIGATION LINE	2" IRR	4" IRR
TRENCH DRAIN		
METAL BEAM GUARD RAIL		
SILT FENCE		
FLOW LINE		
CHAIN LINK FENCE	x x	x x
GAS MAIN	G	2" G
ELECTRIC AND SIGNAL DUCT BANK	E	E
OVERHEAD ELECTRIC LINE	OHE	OHE
UNDERGROUND ELECTRIC LINE	UGE	UGE
STREET LIGHT CONDUIT	SL	SL
CONTOUR ELEVATION LINE	85	90 85
SPOT ELEVATION	x 95.94	FG 95.94
DIRECTION OF SLOPE		2:1 1%
GAS METER		GM
GAS VALVE	GV	GV
WATER METER		WM
WATER VALVE	WV	WV
FIRE HYDRANT		
BACK FLOW PREVENTOR		
POST INDICATOR VALVE	PIV	PIV
FIRE DEPARTMENT CONNECTION		FDC
WATER LINE TEE		
CAP AND PLUG END		
AIR RELEASE VALVE		ARV
SIGN		
ACCESSIBLE RAMP		
CONCRETE THRUST BLOCK		
REDUCER		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT	SSCO	SSCO
STORM DRAIN MANHOLE		
STORMCEPTOR		
STORM DRAIN AREA DRAIN		
STORM DRAIN CATCH BASIN	CB	
STORM DRAIN CURB INLET		
STORM DRAIN CLEANOUT	SDCO	SDCO
ELECTROLIER		
JOINT POLE		
OVERLAND RELEASE		
CONSTRUCTION DETAIL REFERENCE		15 / C6.00 DETAIL REFERENCE / SHEET REFERENCE

ABBREVIATIONS

AB	–	AGGREGATE BASE
AC	–	ASPHALT CONCRETE
AD	–	AREA DRAIN
ADA	–	AMERICANS WITH DISABILITIES ACT
ASB	–	AGGREGATE SUBBASE
BC	–	BEGINNING OF CURVE
BFP	–	BACK FLOW PREVENTOR
BLDC	–	BUILDING CORNER
BLDG	–	BUILDING
BOD	–	BOTTOM OF DOCK
BOL	–	BOLLARD
BOS	–	BOTTOM OF STEP
BOW	–	FG @ BOTTOM OF WALL
BVC	–	BEGIN VERTICAL CURVE
BW	–	BACK OF WALK
C	–	CONCRETE OR CIVIL
C&G	–	CURB AND GUTTER
CB	–	CATCH BASIN
CI	–	CURB INLET
CIP	–	CAST IRON PIPE
CL	–	CENTER LINE OR CLASS
CMP	–	CORRUGATED METAL PIPE
CO	–	CLEANOUT
CONC	–	CONCRETE
CONST	–	CONSTRUCTION OR CONSTRUCT
CY	–	CUBIC YARD
DCDA	–	DOUBLE CHECK DETECTOR ASSEMBLY
DI	–	DROP INLET
DIP	–	DUCTILE IRON PIPE
DOM	–	DOMESTIC
DW	–	DOMESTIC WATER
DWG	–	DRAWING
E	–	EAST
EC	–	END OF CURVE
EP	–	EDGE OF PAVEMENT
ER	–	END OF RETURN
EVC	–	END VERTICAL CURVE
ELEV	–	ELEVATION
EX., EXIST.	–	EXISTING
FC	–	FACE OF CURB
FDC	–	FIRE DEPARTMENT CONNECTION
FF	–	FINISHED FLOOR
FG	–	FINISHED GRADE
FH	–	FIRE HYDRANT
FL	–	FLOW LINE
FOUND	–	FOUNDATION
FS	–	FINISHED SURFACE
FT	–	FOOT
FW	–	FIRE WATER
G	–	GROUND ELEVATION
GB	–	GRADE BREAK
GV	–	GATE VALVE
HCR	–	ACCESSIBLE RAMP
HP	–	HIGH POINT
INV	–	INVERT ELEVATION
JP	–	JOINT POLE
JT	–	JOINT TRENCH
LIP	–	LIP OF GUTTER
LP	–	LOW POINT
LSA	–	LANDSCAPE ARCHITECT
MAX	–	MAXIMUM
MEP	–	MECHANICAL/ELECTRICAL/PLUMBING
MH	–	MANHOLE
MIN	–	MINIMUM
MPVC	–	MIDPOINT OF VERTICAL CURVE
MON	–	MONUMENT
N	–	NORTH
N.I.C.	–	NOT IN CONTRACT
NO	–	NUMBER
NTS	–	NOT TO SCALE
P	–	PAVEMENT ELEVATION
PCC	–	PORTLAND CEMENT CONCRETE / POINT OF CONTINUOUS CURVATURE
PIV	–	POST INDICATOR VALVE
PL	–	PROPERTY LINE
PMH	–	POWER MANHOLE
POC	–	POINT ON CURVE
PP	–	POWER POLE
PRC	–	POINT OF REVERSE CURVATURE
PVC	–	POLYVINYL CHLORIDE PIPE
R	–	RADIUS
RC	–	RELATIVE COMPACTION
RCP	–	REINFORCED CONCRETE PIPE
RPPA	–	REDUCED PRESSURE PRINCIPLE ASSEMBLY
R/W	–	RIGHT OF WAY
S	–	SLOPE OR SOUTH
S.A.D.	–	SEE ARCHITECTURAL DRAWINGS
SB	–	SEDIMENT BASIN
SD	–	STORM DRAIN
S.E.D.	–	SEE ELECTRICAL DRAWINGS
SF	–	SILT FENCE
SG	–	SUBGRADE
S.L.D.	–	SEE LANDSCAPE DRAWINGS
S.M.D.	–	SEE MECHANICAL DRAWINGS
SMH	–	SIGNAL MANHOLE
S.P.D.	–	SEE PLUMBING DRAWINGS
SS	–	SANITARY SEWER
STA	–	STATION
STD	–	STANDARD
S/W	–	SIDEWALK
TC	–	TOP OF CURB
TD	–	TRENCH DRAIN
TOD	–	TOP OF DOCK
TOE	–	TOE OF SLOPE
TOS	–	TOP OF STAIR
TOW	–	FG @ TOP OF WALL
TS	–	TOP OF SLAB
TYP	–	TYPICAL
UON	–	UNLESS OTHERWISE NOTED
U/G	–	UNDERGROUND
VC	–	VERTICAL CURVE
WM	–	WATER METER
WV	–	WATER VALVE
W	–	WEST
WWF	–	WELDED WIRE FABRIC
W/	–	WITH



KEY MAP
1" = 250'



VICINITY MAP
N.T.S.

EARTHWORK NOTE

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE ALL MATERIAL AND LABOR REQUIRED WITHIN THE BID PRICE, FOR EARTHWORK CONSTRUCTION, TO CARRY OUT THE CUT/FILL AND/OR IMPORT/EXPORT AS NECESSARY TO MEET THE DESIGN GRADES SHOWN ON THE PLANS. CONTRACTOR IS TO DELIVER TO OWNER THE PROJECT IN A COMPLETE AND OPERATIONAL MANNER. EARTHWORK QUANTITIES SHOWN ON THE PLANS OR REPRESENTED BY THE ENGINEER ARE APPROXIMATE AND ARE FOR GRADING PERMIT APPROVAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ANY INVESTIGATION OR STUDIES THAT ARE REQUIRED BY THE CONTRACTOR TO SATISFY THIS REQUIREMENT. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR SAID CUT/FILL AND/OR IMPORT/EXPORT.

PROJECT DESCRIPTION

DEVELOPMENT OF THE SOUTHERN CAMPUS OF A NEW SCHOOL ACADEMY LOCATED ON AN UNDEVELOPED APPROXIMATE 20-ACRE SITE. THE PROJECT WILL CONSIST OF CONSTRUCTION OF FIVE ACADEMIC BUILDINGS, TWO GYMNASIUMS, PLAY AND RECREATIONAL SPACES, INTERCONNECTING PATHWAYS AND PARKING LOT.

OWNER INFO

MAKING WAVES ACADEMY AND FOUNDATION
CONTACT PERSON: STEVEN ROTH
3220 BLUME DRIVE SUITE 250
RICHMOND, CA 94806
PH: (510) 243-5203

BASIS OF BEARINGS

THE BEARING N73°15'00"W, BETWEEN FOUND MONUMENTS ON EAST THIRD STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED OCTOBER 7, 2003 IN BOOK 127 OF LAND SURVEY MAPS PAGE 11, CONTRA COSTA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS.

SURVEY NOTES

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. DATES OF FIELD SURVEY: 2/27/2017-03/01/2017.

BENCHMARK

NGS BENCHMARK C 563 (PID JS1885)

DESCRIPTION: BRASS DISK STAMPED C 563 1957 SET IN CONCRETE ABUTMENT ALONG THE SOUTHERN PACIFIC COMPANY RAILROAD FROM THE STATION AT PITTSBURG, IN R1E T2N S16, 0.3 MILE EAST OF MILEPOLE 50, 0.2 MILE WEST OF THE CROSSING OF LOVERIDGE ROAD, AT WOODEN BRIDGE 50.27 OVER A SMALL CREEK, IN THE TOP OF THE NORTH END OF THE EAST CONCRETE ABUTMENT, 71 1/2 FEET SOUTH OF THE CENTER LINE OF THE ANTIOCH PITTSBURG HIGHWAY, 6.6 FEET NORTH OF THE NORTH RAIL, AND ABOUT 1/2 FOOT LOWER THAN THE TRACK.

ELEVATION=37.70 FEET (NAVD 88)

CIVIL SHEET INDEX

C0.00	NOTES, LEGEND, AND ABBREVIATIONS
C0.10	BOUNDARY SURVEY – SOUTH PARCEL (FOR REFERENCE ONLY)
C0.11	TOPOGRAPHIC SURVEY – SOUTH PARCEL – SOUTH END
C0.12	TOPOGRAPHIC SURVEY – SOUTH PARCEL – NORTH END
C0.20	BOUNDARY SURVEY – NORTH PARCELS (FOR REFERENCE ONLY)
C0.21	TOPOGRAPHIC SURVEY – NORTH PARCELS – WEST END (FOR REFERENCE ONLY)
C0.22	TOPOGRAPHIC SURVEY – NORTH PARCELS – EAST END (FOR REFERENCE ONLY)
C1.01	SITE PLAN – SOUTH PARCEL – SOUTH END
C1.02	SITE PLAN – SOUTH PARCEL – NORTH END
C1.10	FIRE ACCESS TURNING EXHIBIT
C1.20	FRONTAGE IMPROVEMENTS
C2.01	PRELIMINARY GRADING AND DRAINAGE PLAN – SOUTH PARCEL – SOUTH END
C2.02	PRELIMINARY GRADING AND DRAINAGE PLAN – SOUTH PARCEL – NORTH END
C3.01	UTILITY PLAN – SOUTH PARCEL – SOUTH END
C3.02	UTILITY PLAN – SOUTH PARCEL – NORTH END
C4.00	WATER POLLUTION CONTROL PLAN – SOUTH PARCEL
C5.00	STORMWATER MANAGEMENT PLAN – SOUTH PARCEL
C6.00	SITE SECTIONS & DETAILS (NOT INCLUDED IN PLANNING SUBMITTAL)
C7.00	PHOTOMETRICS PLAN

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES AND USES

CAUTION : THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THE PLANS.

811 Know what's below. Call before you dig.

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Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | studiobondy.com

MAKING WAVES
ACADEMY
PITTSBURG CAMPUS

PROJECT NO:: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA | 94565

STRUCTURAL ENGINEER
STRUCTURAL ENGINEERS INC.
2901 TASMAN DRIVE, SUITE 100
SANTA CLARA, CA 95054
CONTACT: PAUL SLATTERY
650.938.2200 P
E-MAIL: pslattery@sei.email

CIVIL ENGINEER
SANDIS
636 9TH STREET
OAKLAND, CA 94607
CONTACT: MICHAEL KUYKENDALL
510.873.8866 P
E-MAIL: mkuykendall@sandis.net

LANDSCAPE ARCHITECT
STUDIO GREEN
232 SIR FRANCIS DRAKE BLVD
SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

NOTES, LEGEND,
AND ABBREVIATIONS

C0.00

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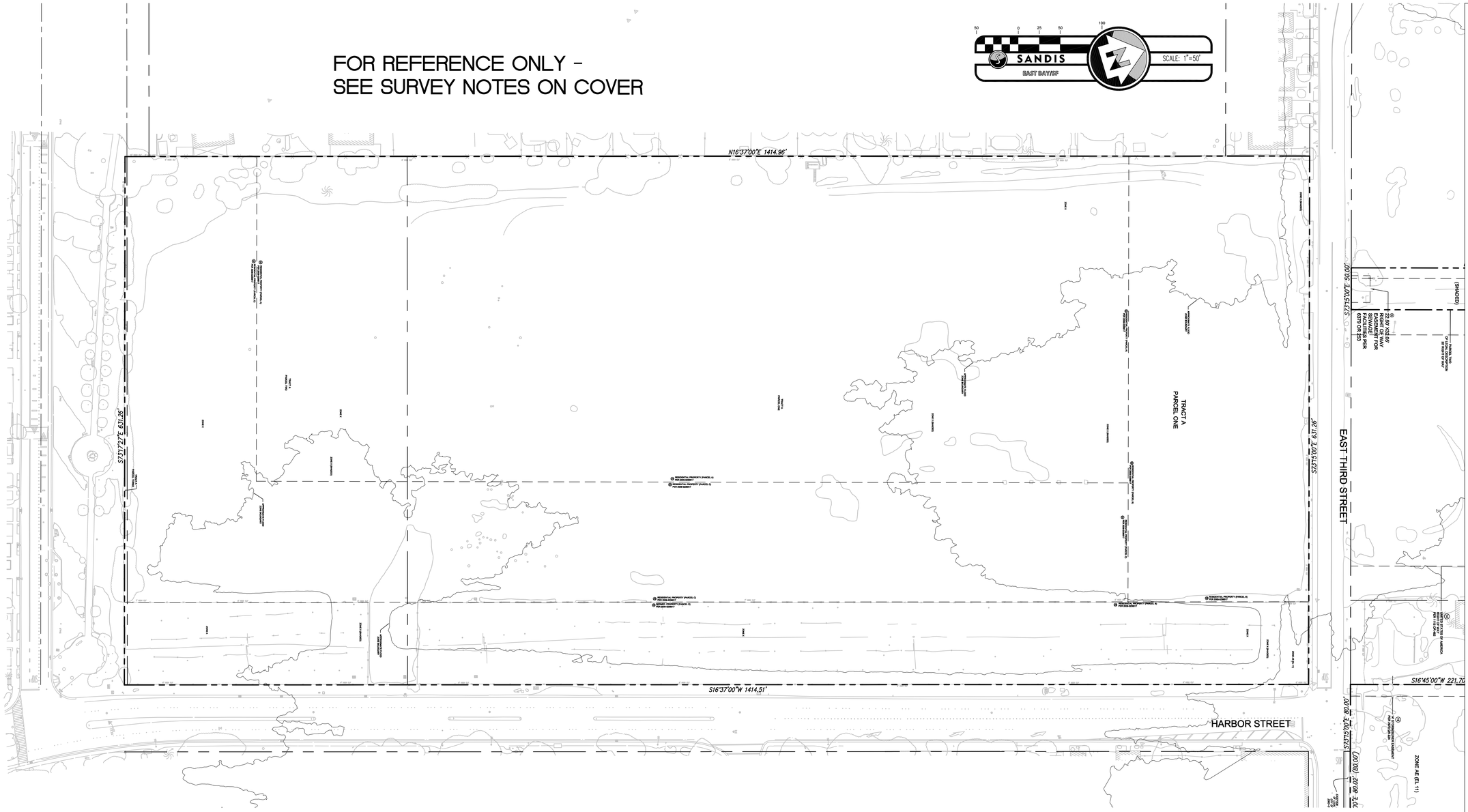
FOR REFERENCE ONLY -
SEE SURVEY NOTES ON COVER

50 0 25 50 100
SANDIS
EAST BAY, EST
SCALE: 1"=50'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S71°17'24"E 631.28'
S16°37'00"W 1414.51'
S71°15'00"E 300.00'
S16°45'00"W 221.70'
TRACT A
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PER 2006-

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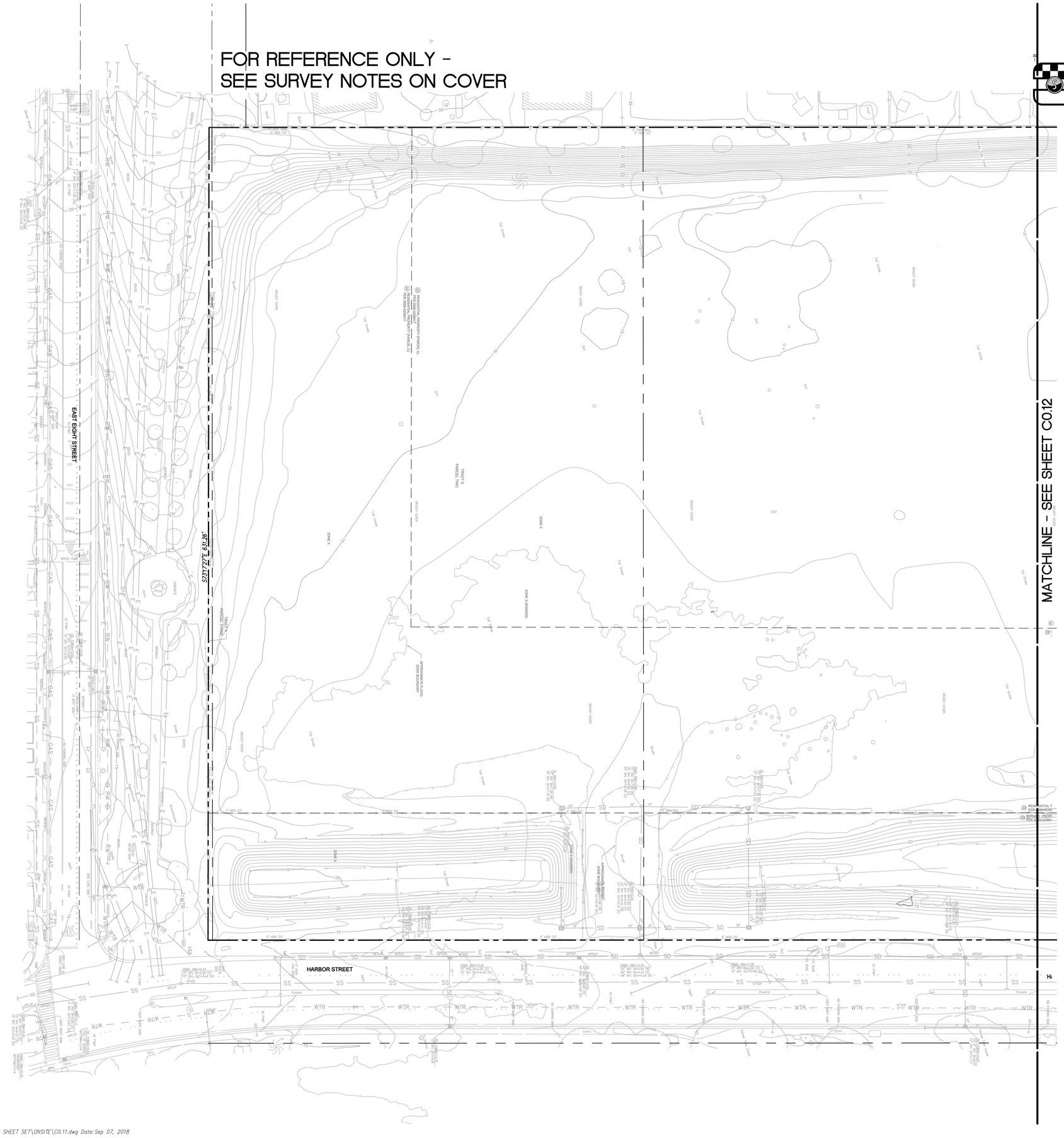
FOR REFERENCE ONLY -
SEE SURVEY NOTES ON COVER

SANDIS
EAST BAY/SF

30 0 15 30 60
SCALE: 1" = 30'



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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

TOPOGRAPHIC SURVEY - SOUTH PARCEL - SOUTH END

C0.11

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FOR REFERENCE ONLY -
SEE SURVEY NOTES ON COVER

MATCHLINE - SEE SHEET C0.11

SANDIS
EAST BAY/SF
30 0 15 30 60
SCALE: 1"=30'

N16°37'00"E 1414.96'

S16°37'00"W 1414.51'

EAST THIRD STREET

HARBOR STREET

TRACT A
PARCEL ONE

DISCRETIONARY FOR SEWAGE FACILITIES PER 6379 OR 253

S27°39'26"E 621.25'

S27°39'26"E 621.25'

N08°36'34"E 1009.20'

N08°36'34"E 1009.20'

ZONE X

ZONE X (SHADED)

ZONE A (EL. 11')

APPROXIMATE FLOOD ZONE BOUNDARY

RESIDENTIAL PROPERTY (PARCEL A) PER 2009-0236517

RESIDENTIAL PROPERTY (PARCEL B) PER 2009-0236517

RESIDENTIAL PROPERTY (PARCEL C) PER 2009-0236517

RESIDENTIAL PROPERTY (PARCEL N) PER 2009-0236517

GRASS COVER

1st Comm

Brush

CMN

OHE

WTR

SS

SD

GAS

DRIVEWAY

SIDEWALK

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

TOPOGRAPHIC SURVEY - SOUTH PARCEL - NORTH END

C0.12

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50 0 25 50 100

SANDIS
EAST BAY/SF

SCALE: 1"=50'

NEW YORK SLOUGH

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422, STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27 (CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422, STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27 (CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

N78°54'47"W 105.99' (106.15')
N66°25'15"W 38.22'
N63°35'18"W 102.58'
N63°30'49"W 150.31'
N56°09'13"W 108.55'
N50°19'56"W 42.35'
N16°45'00"E 14.07'
N73°15'00"W 449.81' (450')

(17) UNITED STATES OF AMERICA
FEE SIMPLE TITLE
PER 1189 OR 318
PER 1095 OR 349 (TRACT 2)

APPROX. LOCATION OF CL WATERLINE EASEMENT PER 2014-0034593 (NO WIDTH GIVEN)

APPROX. LOCATION OF CL WATERLINE EASEMENT PER 2014-0034593 (NO WIDTH GIVEN) (32)

N16°45'00"E 42.30'

N16°45'00"E 19.64'

(18) 2' RIGHT OF WAY PER 422 OR 478

ZONE AE (EL 11)

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422, STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27
(CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

ENVIRONMENTAL RESTRICTION (CAPPED PROPERTY) PER 2007-0333781 (24)

(19) 14' STORMSEWER EASEMENT PER 2970 OR 224

ZONE AE (EL 11)

ZONE X (SHADED)

(12) (13) APPROXIMATE LOCATION OF PG&E POLE LINE EASEMENT PER 465 DEEDS 12 PER 465 DEEDS 15

ZONE AE (EL 11)

S73°15'00"E 269.00' (268.16')

(24) ENVIRONMENTAL RESTRICTION (CAPPED PROPERTY) PER 2007-0333781

(9) 50' RAILWAY EASEMENT PER 465 DEED 15

(9) ENVIRONMENTAL RESTRICTION (CAPPED PROPERTY) PER 2007-0333781

A.T. & S.F. RAILROAD (428 DEEDS 480)

APPROXIMATE FLOOD ZONE BOUNDARY

PARCEL ONE
OF LEGAL DESCRIPTION

L=181.26' R=628.81'
Δ=16°30'58"

L=84.89' R=628.81'
Δ=7°43'35"

L=86.04' R=628.81'
Δ=8°31'07"

N16°45'00"E 32.29'

S16°37'06"W 65.39'

N0°47'42"E 1,000.37'

(11) N/ A.T. & S.F. RAILROAD RIGHT OF WAY PER 428 DEEDS 480

ZONE X (SHADED)

PITTSBURG REDEVELOPMENT AGENCY
APN 073-010-004

ZONE X (SHADED)

PARCEL TWO OF LEGAL DESCRIPTION 30' RIGHT OF WAY

PITTSBURG REDEVELOPMENT AGENCY
APN 073-010-003

PARCEL TWO OF LEGAL DESCRIPTION 40 BY RIGHT OF WAY

(14) UNITED STATES OF AMERICA 40' RIGHT OF WAY PER 1113 OR 462

ZONE AE (EL 11)

ZONE X (SHADED)

ZONE AE (EL 11)

(16) 14' STORMSEWER EASEMENT PER 2970 OR 224

(8) 22.50' X32.05' RIGHT OF WAY EASEMENT FOR SEWAGE FACILITIES PER 6379 OR 253

EXISTING R/ PARCEL (NE OF LEGAL DESCRIPTION 2007-0333781 OR 2008-0180787 OR

S73°15'00"E 400.03'

EAST THIRD STREET

S73°15'00"E 631.26'

ZONE X (SHADED)

ZONE AE (EL 11)

ZONE X (SHADED)

ZONE X

(6) 50' RAILWAY EASEMENT PER 465 DEED 15

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

BOUNDARY SURVEY - NORTH PARCELS (FOR REFERENCE ONLY)

C0.20

File: X:\P\618007\(4) ENGINEERING\(2) PLAN SETS\(3) SHEET SET\ONSITE\C0.20.dwg Date: Sep 07, 2018

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SANDIS
EAST BAY/SF

SCALE: 1"=30'

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422, STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
****
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27 (CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422, STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27 (CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

N78°54'47"W 105.99' (106.15')
N66°25'15"W 98.22'
N63°55'16"W 102.59'
N68°30'49"W 150.31'

APPROX. LOCATION OF CL WATERLINE EASEMENT PER 2014-0034593 (NO WIDTH GIVEN)

N8°45'00"E 423.44'

APPROX. LOCATION OF CL WATERLINE EASEMENT PER 2014-0034593 (NO WIDTH GIVEN) (32)

N6°45'00"E 39.16'

ENVIRONMENTAL RESTRICTION (CAPPED PROPERTY) PER 2007-0333781 (24)

ZONE AE (EL 11)

(12) (13) APPROXIMATE LOCATION OF PG&E POLE LINE EASEMENT PER 465 DEEDS 12 PER 465 DEEDS 15

S73°15'00"E 269.00' (269.16')

L=181.26' R=628.81' Δ=16°30'58"

N16°45'00"E 50.39'

(24) ENVIRONMENTAL RESTRICTION (CAPPED PROPERTY) PER 2007-0333781

(11) 50' RAILWAY EASEMENT PER 428 DEEDS 480 PER 3613 OR 110

A.T. & S.F. RAILROAD (428 DEEDS 480)

APPROXIMATE FLOOD ZONE BOUNDARY

ZONE X (SHADED)

PITTSBURG REDEVELOPMENT AGENCY
APN 073-010-004

PITTSBURG REDEVELOPMENT AGENCY
APN 073-010-003

PARCEL TWO OF LEGAL DESCRIPTION 30' RIGHT OF WAY

PARCEL TWO OF LEGAL DESCRIPTION 40.91' RIGHT OF WAY

(14) UNITED STATES OF AMERICA RIGHT OF WAY PER 1115 OR 482

(15) 22.50' X32.05' RIGHT OF WAY EASEMENT FOR SEWAGE FACILITIES PER 6379 OR 253

MATCHLINE - SEE SHEET C0.22

EAST THIRD STREET

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TOPOGRAPHIC SURVEY - NORTH PARCELS - WEST END (FOR REFERENCE ONLY)

C0.21

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SANDIS
EAST BAY/SF

30 0 15 30 60

SCALE: 1"=30'

MATCHLINE - SEE SHEET C0.21

17 UNITED STATES OF AMERICA
FEE SIMPLE TITLE
PER 1189 OR 318
PER 1095 OR 349 (TRACT 2)

N52°09'13"W 109.55'

N50°19'56"W 42.33'

N16°45'00"E 14.07'

N73°15'00"W 449.81' (450')

16 2' RIGHT OF WAY
PER 422 OR 478

CITY OF PITTSBURG GRANT LINE PURSUANT TO CHAPTER 422,
STATUES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011)
AS SHOWN ON RECORD OF SURVEY RS 3661, BOOK 149 LSM PAGE 27
(CALIFORNIA STATE LANDS COMMISSION GRANT NO. G02-03)

19 14' STORM/SEWER EASEMENT
PER 2970 OR 224

ZONE AE (EL 11)

ZONE X
(SHADED)

PARCEL ONE
OF LEGAL DESCRIPTION

N16°45'00"E 50.76'

L=84.80' R=628.81'
Δ=7°43'36"

L=86.04' R=578.81'
Δ=8°31'01"

S16°37'00"W 55.39'

11 50' A.T. & S.F. RAILROAD
RIGHT OF WAY
PER 428 DEEDS 480

APPROXIMATE
FLOOD ZONE
BOUNDARY

ZONE AE (EL 11)

19 14' STORM/SEWER EASEMENT
PER 2970 OR 224

EXCEPTING THEREFROM ONE
OF LEGAL DESCRIPTION
CITY OF PITTSBURG
2000-0189753 O.R.

S73°15'00"E 400.03'

N16°45'00"E 606.38' (606.37')

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PLANNING SUBMITTAL

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TOPOGRAPHIC SURVEY - NORTH PARCELS - EAST END (FOR REFERENCE ONLY)

C0.22

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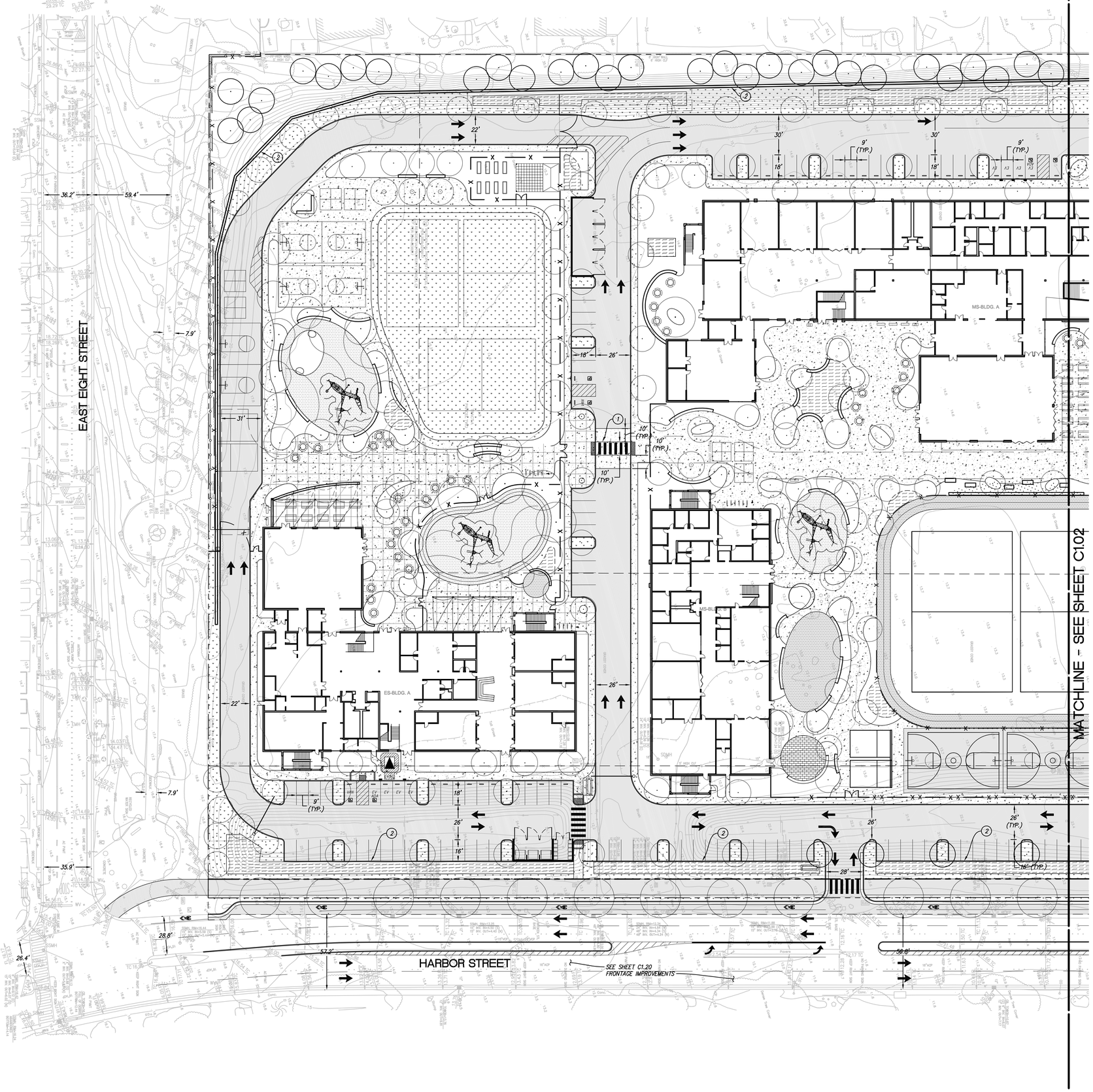


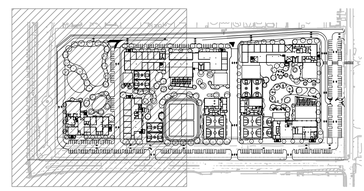
SCALE: 1"=30'

LEGEND

- EX. PROPERTY LINE
- PROPOSED PROPERTY LINE
- DIRECTION OF FLOW (S=1%)
- AC PAVEMENT
- TRUNCATED DOMES
- PEDESTRIAN CONCRETE
- PLANTING AREA. SEE LANDSCAPE PLANS.
- BIO-TREATMENT AREA
- PLAY STRUCTURE SURFACE. SEE LANDSCAPE PLANS.
- ARTIFICIAL TURF. SEE LANDSCAPE PLANS.
- SPECIAL ACCENT PAVING. SEE LANDSCAPE PLANS.

SHEET NOTES:

1. FLUSH TABLETOP CROSSING.
2. RETAINING WALL.



KEY MAP
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SITE PLAN -
SOUTH PARCEL - SOUTH END

C1.01

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SANDIS
EAST BAY/SF

SCALE: 1"=30'

LEGEND

- EX. PROPERTY LINE
- PROPOSED PROPERTY LINE
- DIRECTION OF FLOW (S=1%)
- AC PAVEMENT
- TRUNCATED DOMES
- PEDESTRIAN CONCRETE
- PLANTING AREA. SEE LANDSCAPE PLANS.
- BIO-TREATMENT AREA
- PLAY STRUCTURE SURFACE. SEE LANDSCAPE PLANS.
- ARTIFICIAL TURF. SEE LANDSCAPE PLANS.
- SPECIAL ACCENT PAVING. SEE LANDSCAPE PLANS.

SHEET NOTES:

1. FLUSH TABLETOP CROSSING.
2. RETAINING WALL.

MATCHLINE - SEE SHEET C1.01

SOCCER FIELD 65'X120'

HS-BLDG. A

HS-BLDG. GYM

HS-BLDG. B

EAST THIRD STREET

HARBOR STREET

SEE SHEET C1.20 FRONTAGE IMPROVEMENTS

KEY MAP
N.T.S.

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SITE PLAN -
SOUTH PARCEL - NORTH END

C1.02

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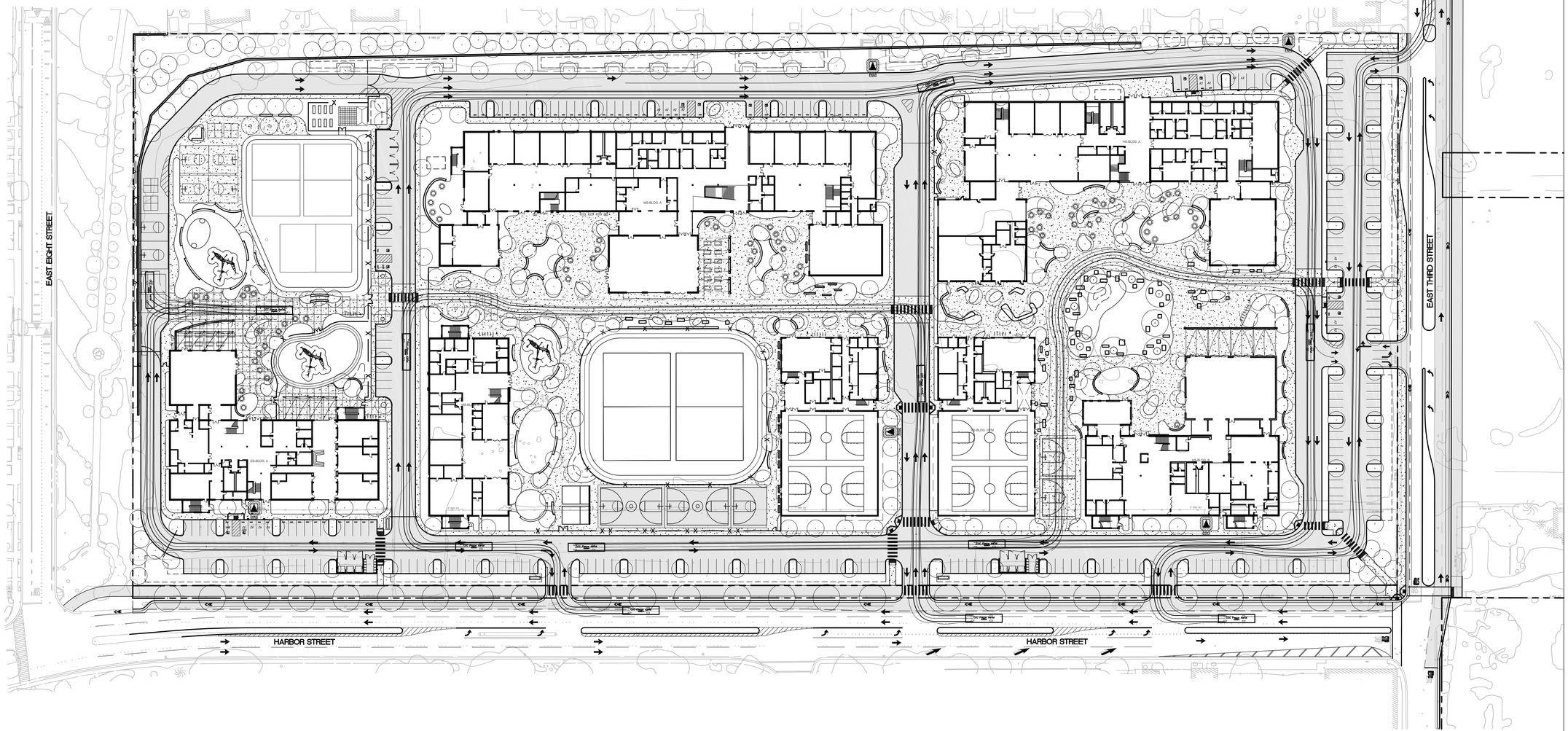
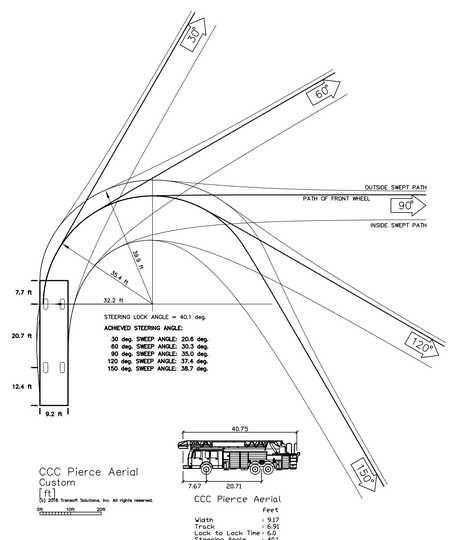
50 0 25 50 100

SANDIS
EAST BAY/SF

SCALE: 1"=50'





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FIRE ACCESS TURNING EXHIBIT

C1.10

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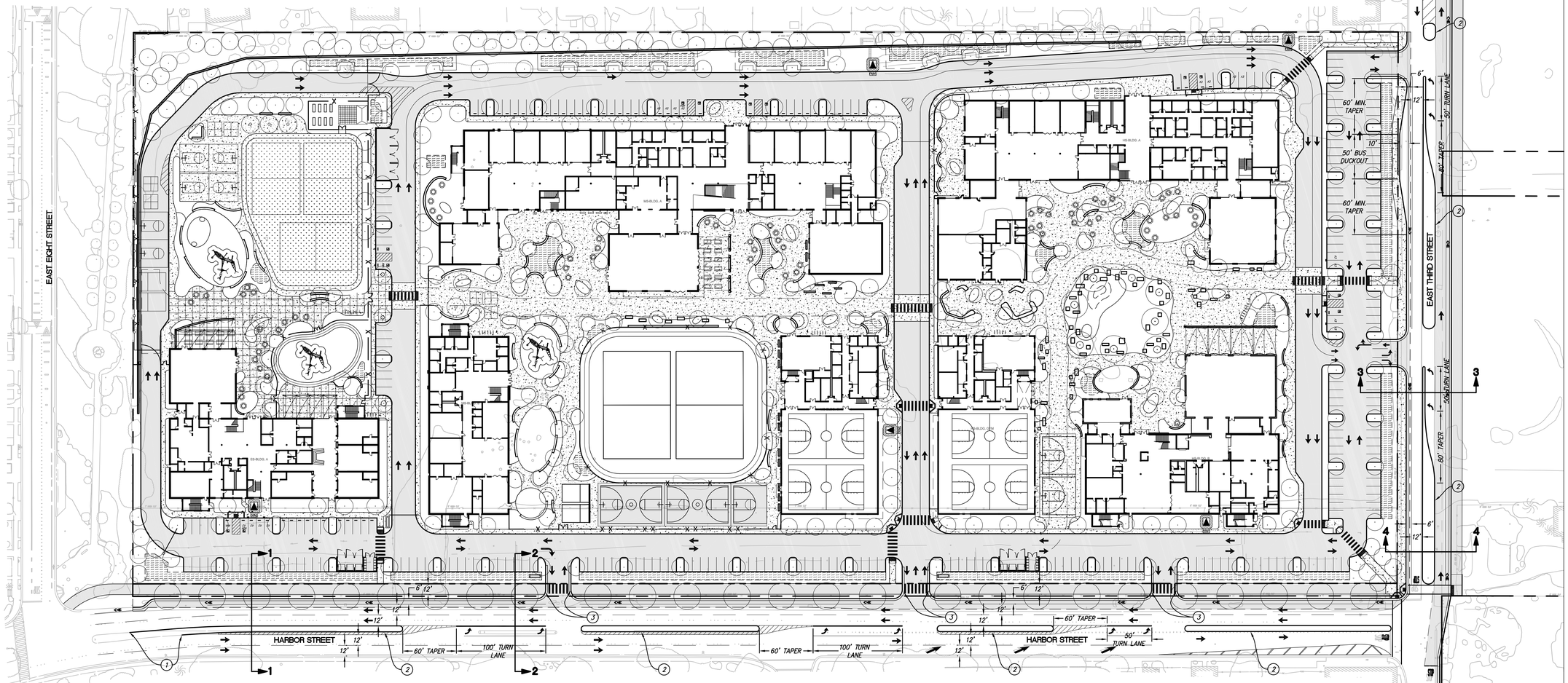
LEGEND

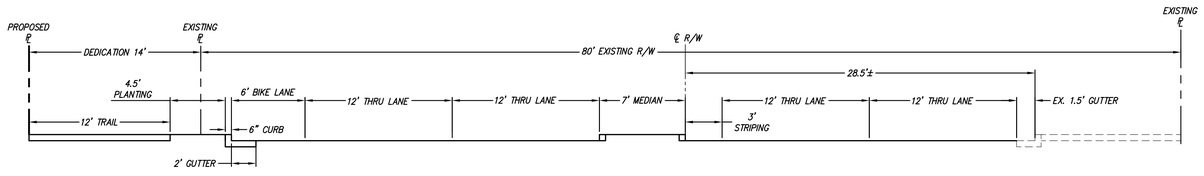
- EX. PROPERTY LINE
- PROPOSED PROPERTY LINE
- SAWCUT LINE
- PEDESTRIAN AC PAVEMENT
- VEHICULAR AC PAVEMENT
- CONCRETE SIDEWALK
- BIO-TREATMENT AREA

SANDIS EAST BAY/SF — SCALE: 1"=50'

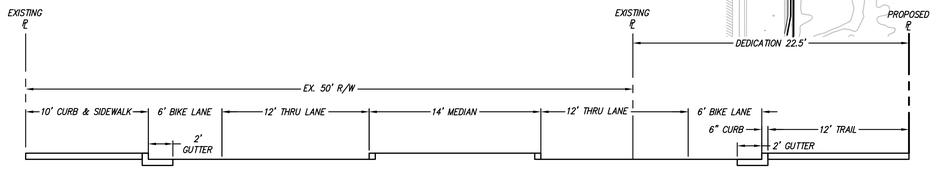
SHEET NOTES:

1. CONNECT TO EXISTING MEDIAN
2. NEW ROADWAY MEDIAN
3. IN-LINE ACCESSIBLE RAMP

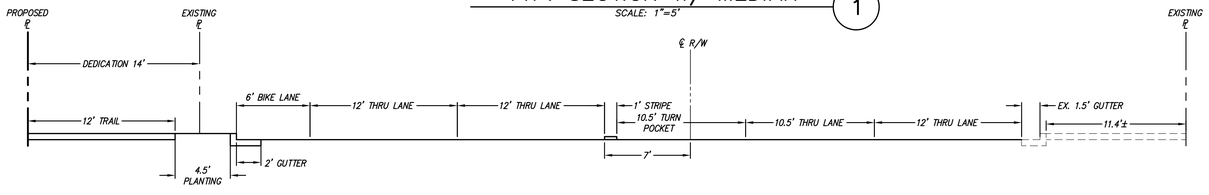




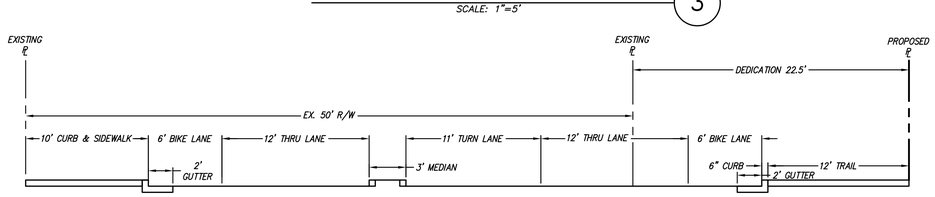
HARBOR STREET
TYP. SECTION W/ MEDIAN
SCALE: 1"=5' — 1



3RD STREET
TYP. SECTION AT MEDIAN
SCALE: 1"=5' — 3



HARBOR STREET
TYP. SECTION AT TURN POCKET
SCALE: 1"=5' — 2



3RD STREET
TYP. SECTION AT TURN POCKET
SCALE: 1"=5' — 4

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FRONTAGE IMPROVEMENTS

C1.20

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SANDIS
EAST BAY'S!

SCALE: 1"=30'

LEGEND

PROPERTY LINE

DIRECTION OF LOW (S=1%)

EAST EIGHTH STREET

HARBOR STREET

MATCHLINE - SEE SHEET C2.02

PLAY FIELD

PLAY STRUCTURE

SOCCER FIELD 75'X120'

ART TURF

MS-BLDG. A

ES-BLDG. A

FF=16.00

FF=15.50

KEY MAP
N.T.S.

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PLANNING SUBMITTAL	05.11.2018
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PRELIMINARY GRADING & DRAINAGE PLAN - SOUTH END

C2.01

File: X:\P\618007\(4) ENGINEERING\(2) PLAN SETS\(3) SHEET SET\ONSITE\C2.01.dwg Date: Sep 07, 2018

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SANDIS
EAST BAY/SF

SCALE: 1"=30'

MATCHLINE - SEE SHEET C2.01

SOCCER FIELD 65'X120'

FF=15.50

FF=15.00

FF=15.00

FF=15.00

FF=14.50

FF=15.00

FF=14.50

HS-BLDG. A

HS-BLDG. GYM

HS-BLDG. B

LOW POINT
FG 13.53

RIDGE

RIDGE

EAST THIRD STREET

HARBOR STREET

LEGEND

PROPERTY LINE

DIRECTION OF LOW (S=1%)

KEY MAP
N.T.S.

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PRELIMINARY GRADING & DRAINAGE PLAN - SOUTH END

C2.02

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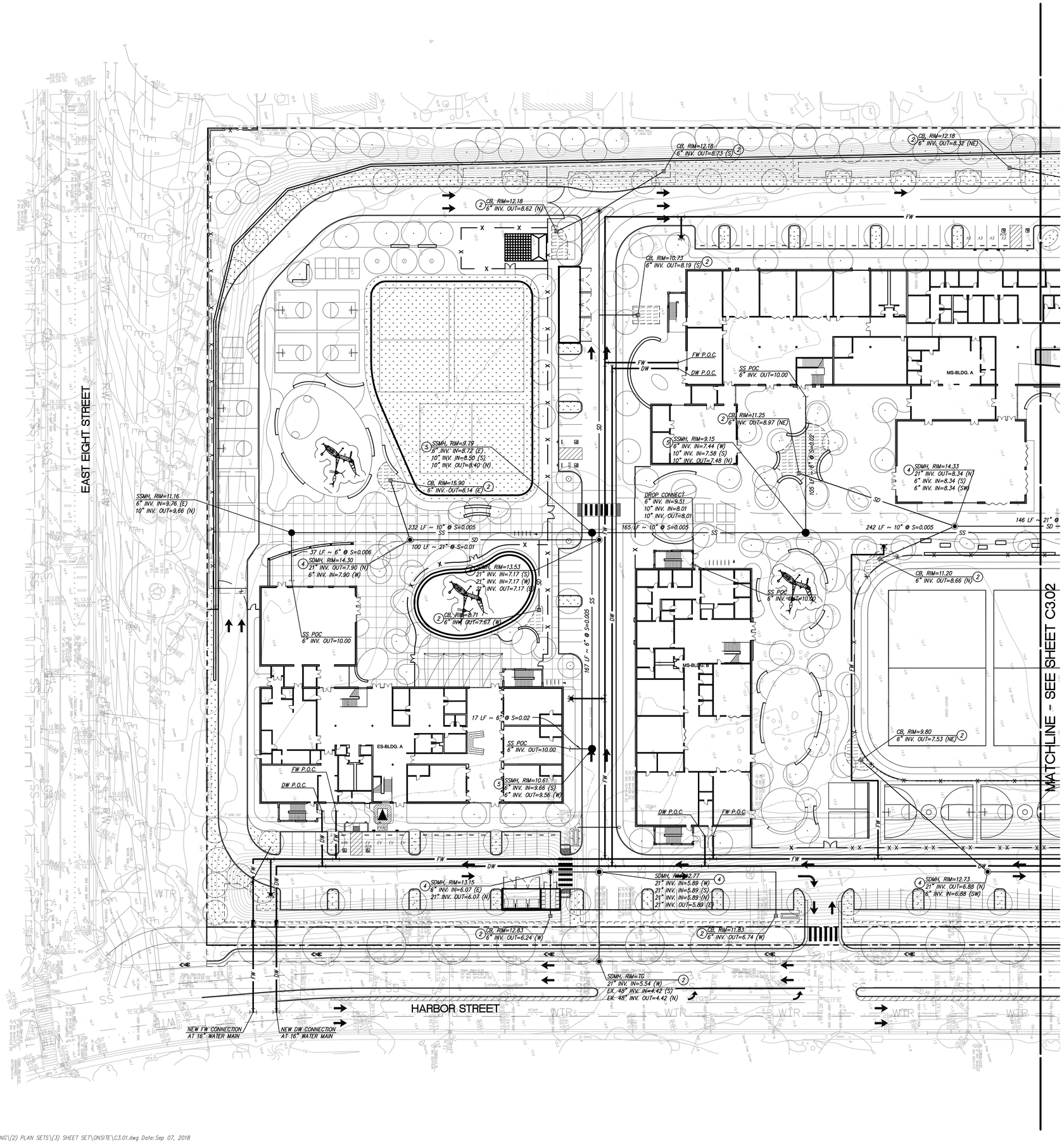

SANDIS
EAST BAY'S!
SCALE: 1"=30'

LEGEND

- PROPERTY LINE
- FW — FIRE WATER LINE
- DW — DOMESTIC WATER LINE
- SD — STORM DRAIN LINE
- SS — SANITARY SEWER LINE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE

SHEET NOTES:

1. STORM DRAIN BUBBLER
2. OVERFLOW CATCH BASIN
3. AREA DRAIN
4. STORM DRAIN MANHOLE
5. SANITARY SEWER MANHOLE

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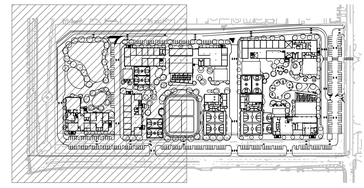

KEY MAP
N.T.S.

UTILITY PLAN - SOUTH PARCEL
SOUTH END

C3.01

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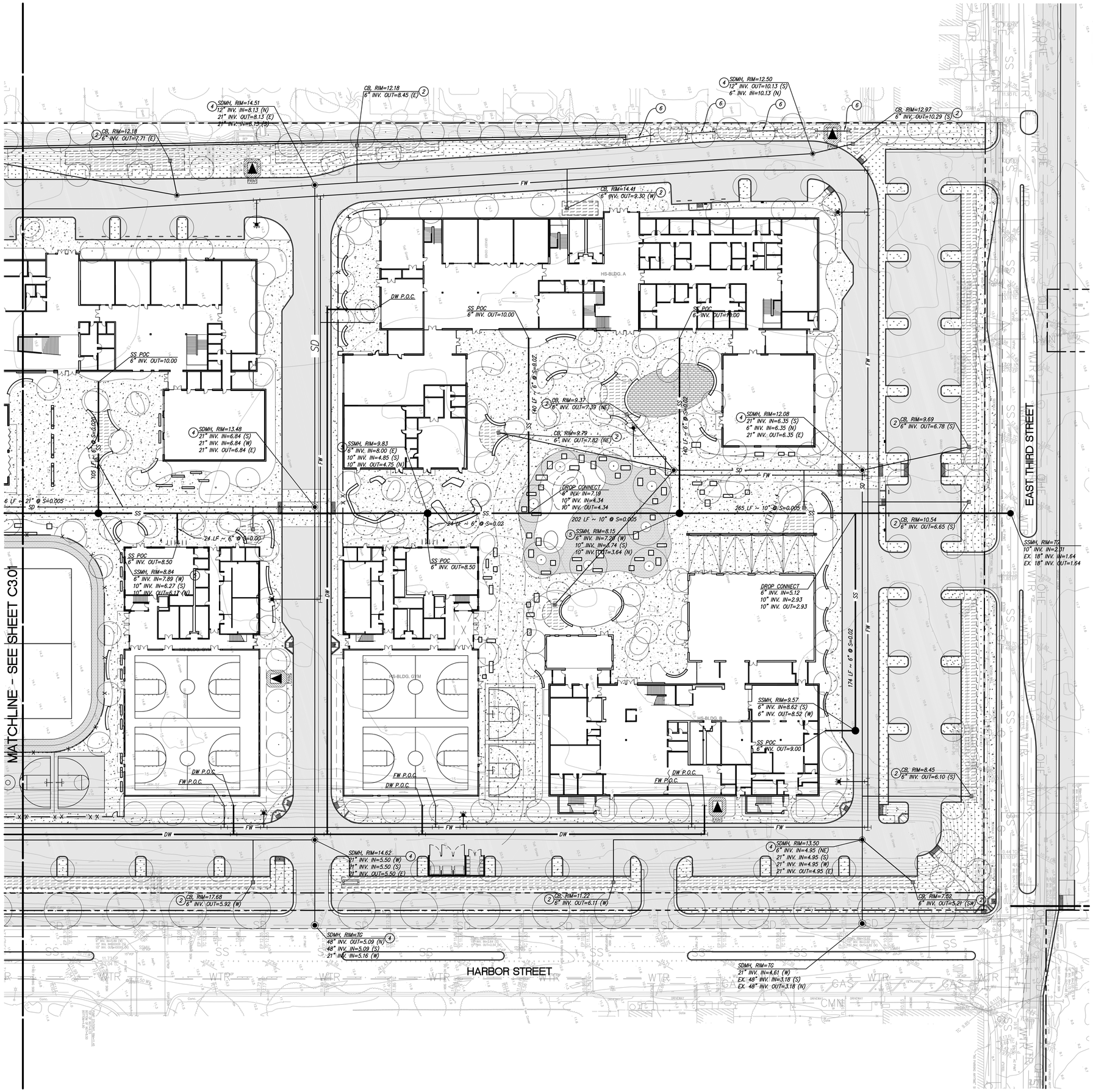


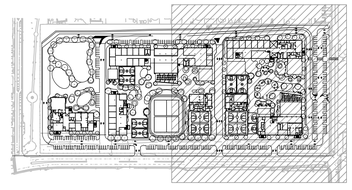
SCALE: 1"=30'

LEGEND

- PROPERTY LINE
- FW — FIRE WATER LINE
- DW — DOMESTIC WATER LINE
- SD — STORM DRAIN LINE
- SS — SANITARY SEWER LINE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE

SHEET NOTES:

1. STORM DRAIN BUBBLER
2. OVERFLOW CATCH BASIN
3. AREA DRAIN
4. STORM DRAIN MANHOLE
5. SANITARY SEWER MANHOLE
6. PIPE CONNECTION BIO-RETENTION BASINS



KEY MAP
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UTILITY PLAN - SOUTH PARCEL
NORTH END

C3.02

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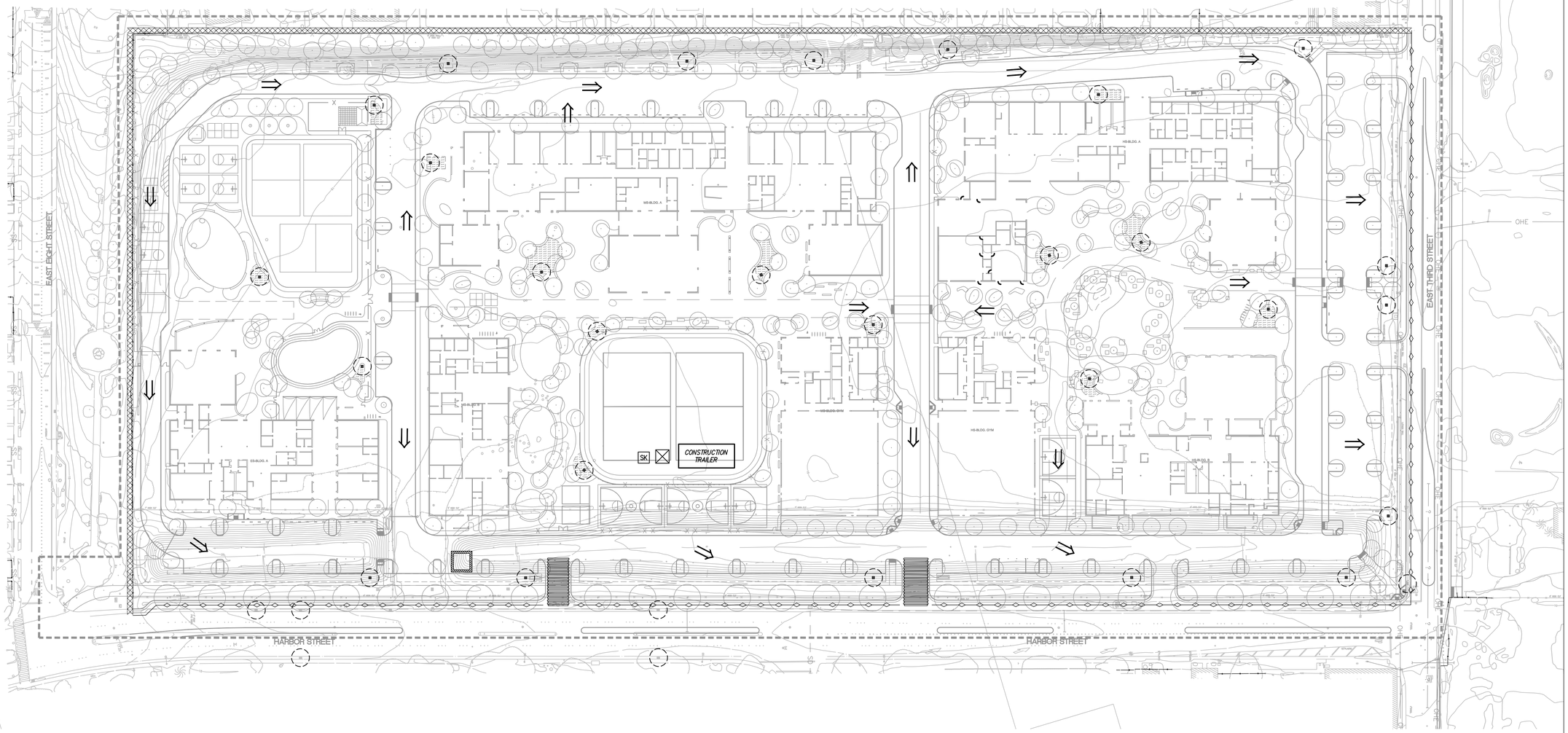
50 0 25 50 100

SANDIS
EAST BAY/SF

SCALE: 1"=50'



WATER POLLUTION CONTROL NOTES:

A. TEMPORARY CONSTRUCTION ENTRANCE/EXIT LOCATION SHOWN IS APPROXIMATE. CONTRACTOR TO PROVIDE LOCATION WHERE APPROPRIATE.

B. THIS PLAN REPRESENTS POSSIBLE WATER POLLUTION CONTROL MEASURES INCLUDING EROSION CONTROL AND SEDIMENT CONTROL.

C. EXISTING SURFACES SHALL BE UNDISTURBED TO THE EXTENT PRACTICAL.

D. GROUND WATER SHALL NOT BE DISCHARGED WITH STORM WATER. GROUND WATER DEWATERING OPERATIONS SHALL BE COORDINATED AS NEEDED WITH OWNER.

E. CONTRACTOR SHALL PROVIDE EFFECTIVE SOIL COVER FOR AREAS OF CONSTRUCTION ACTIVITY THAT HAVE BEEN DISTURBED AND ARE NOT SCHEDULED TO BE ACTIVE FOR AT LEAST 14 DAYS.

F. ALL EROSION CONTROL AND SEDIMENT CONTROLS TO BE OBTAINED INSTALLED AND MAINTAINED AS REQUIRED IN PROJECT SWPPP.

G. CONTRACTOR TO INSTALL RUN-ON AND RUN-OFF CONTROL MEASURES ACCORDING TO PLANS OR AS NECESSARY TO ENSURE SEDIMENT IS NOT TRANSPORTED FROM SITE.

H. CONTRACTOR TO PROVIDE BACK-UP EROSION PREVENTION MEASURES (SOIL STABILIZATION) WITH SEDIMENT CONTROL MEASURES SUCH AS STRAW WATTLES, SILT FENCE, GRAVEL INLET FILTERS, AND/OR SEDIMENT TRAPS OR BASINS. ENSURE CONTROL MEASURES ARE ADEQUATE, IN PLACE, AND IN OPERABLE CONDITIONS. SEDIMENT CONTROLS, INCLUDING INLET PROTECTION, ARE NECESSARY BUT SHOULD BE A SECONDARY DEFENSE BEHIND GOOD EROSION CONTROL MEASURES.

I. STOCKPILE LOCATION(S) TO BE DETERMINED BY THE CONTRACTOR. COORDINATE WITH SITE QSP.

J. ALL CONCRETE TRUCKS TO USE CHUTE WASH BUCKETS FOR CONCRETE RINSE, ALL CONCRETE PUMPS TO CAPTURE CONCRETE RINSE IN SECONDARY CONTAINMENT AND PROPERLY DISPOSE.

K. STREET SWEEPING SHALL BE CHECKED DAILY TO ENSURE DEPOSITED SEDIMENT AND DEBRIS DOES NOT ENTER THE STORM DRAIN SYSTEM. USE REGENERATIVE VACUUM STREET CLEANER TO MITIGATE AIR AND WATER POLLUTION.

L. RUNOFF THAT HAS CONTACTED AMENDED SOIL AREAS SHALL NOT BE ALLOWED TO LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.

LEGEND

- STABILIZED EXIT
- CONCRETE WASHOUT
- SK — SPILL KIT
- PORTABLE RESTROOM
- CONSTRUCTION TRAILER — CONSTRUCTION TRAILER
- PATH OF SURFACE DRAINAGE
- FIBER ROLL
- SILT FENCE
- GRAVEL BAG BERM
- INLET PROTECTION
- SITE STORMWATER DISCHARGE POINT / SAMPLING LOCATION
- APPROXIMATE AREA OF CONSTRUCTION DISTURBANCE
- ROLLED EROSION CONTROL PRODUCT
- SOIL AMENDMENT AREA

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PRELIMINARY WATER POLLUTION CONTROL PLAN - SOUTH PARCEL

C4.00

File: X:\P\618007\(4) ENGINEERING\(2) PLAN SETS\(3) SHEET SET\ONSITE\C4.00.dwg Date: Sep 07, 2018

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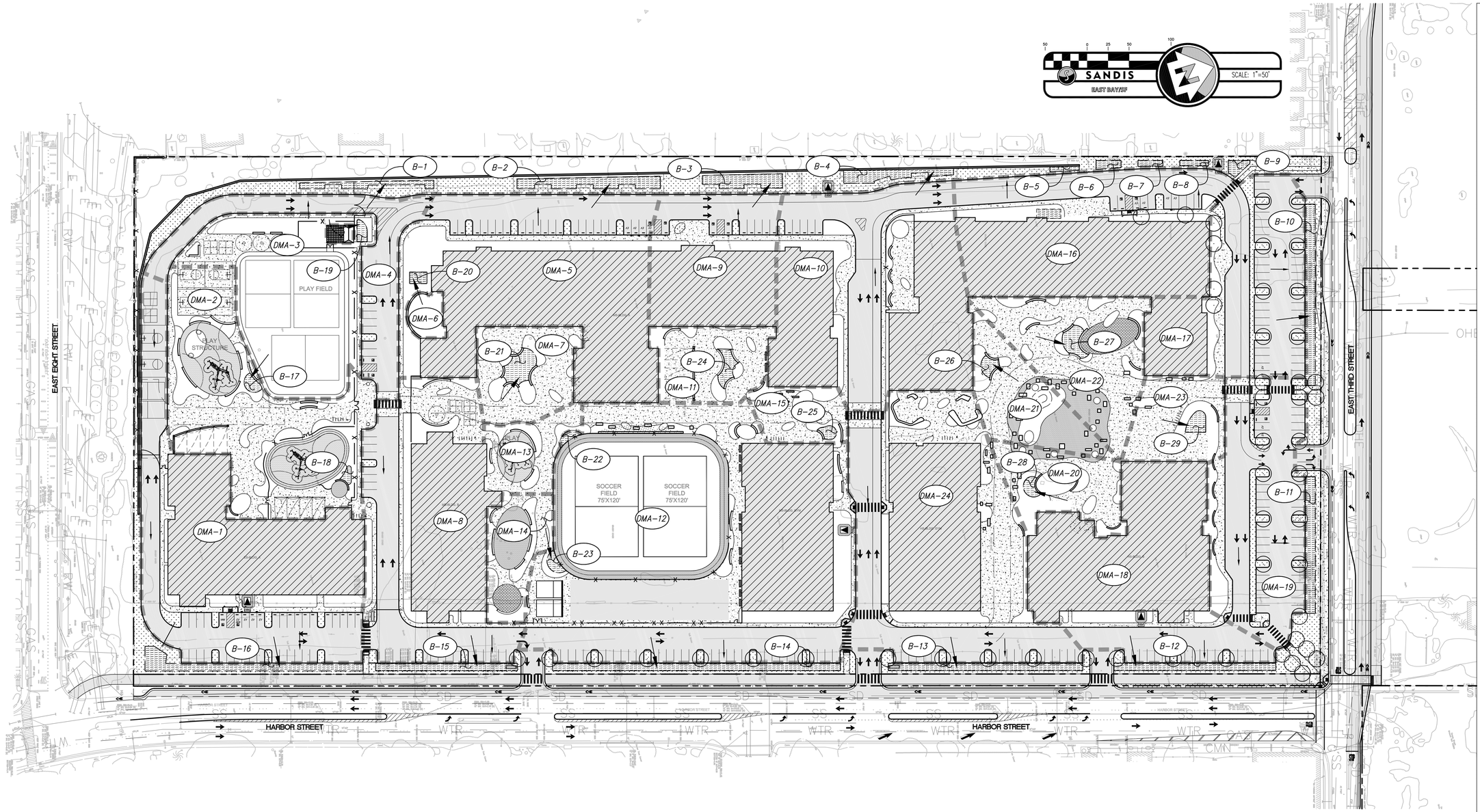

C.3 STORMWATER TREATMENT MEASURES

AREA ID	BMP ID
DMA-1	B-16
DMA-2	B-17, B-18
DMA-3	B-19
DMA-4	B-1
DMA-5	B-2
DMA-6	B-20
DMA-7	B-21
DMA-8	B-15
DMA-9	B-3
DMA-10	B-4
DMA-11	B-24
DMA-12	B-14
DMA-13	B-22
DMA-14	B-23
DMA-15	B-25
DMA-16	B-5, B-6, B-7, B-8, B-9
DMA-17	B-10
DMA-18	B-12
DMA-19	B-11
DMA-20	B-28
DMA-21	B-26
DMA-22	B-27
DMA-23	B-29
DMA-24	B-13

LEGEND:

- APPROXIMATE DMA BOUNDARY AREA
- PROPOSED PERVIOUS AREA (SELF-TREATING)
- PROPOSED PERVIOUS PAVEMENT (SELF-RETAINING)
- PROPOSED BUILDING AREA
- BIO-RETENTION AREA
- PROPOSED IMPERVIOUS AREAS

STORMWATER MANAGEMENT NOTES:

1. THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE CONTRA COSTA CLEAN WATER PROGRAM (CCCWP) AND THE CITY OF PITTSBURG REQUIREMENTS. THESE REQUIREMENTS INCLUDE BOTH STORMWATER TREATMENT AND FLOW-CONTROL (IT IS BELIEVED THIS PROJECT IS EXEMPT FROM HYDROMODIFICATION REQUIREMENTS PER THE EXEMPTIONS LISTED IN THE STORMWATER HANDBOOK).

2. THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE

2.1. SELF-TREATING AREA – RUNOFF ORIGINATES IN AND FLOWS THROUGH PLANTING PRIOR TO EXITING THE PROJECT SITE, NO TREATMENT IS REQUIRED

2.1.A. LANDSCAPING OR LAWN WITHIN THE OPEN SPACE BETWEEN AND AROUND BUILDINGS IS CONSIDERED SELF-TREATING AND WILL DRAIN DIRECTLY TO THE CITY STORM SYSTEM.

2.2. SELF-RETAINING AREA – RUNOFF IS DIRECTED TO A SELF-RETAINING FACILITY AND ALLOWED TO INFILTRATE.

2.2.A. ANY PROPOSED PERVIOUS PAVERS OR PAVEMENTS WILL BE CONSIDERED SELF-RETAINING WITH THE INTENT TO INFILTRATE RUNOFF INTO UNDERLYING SOILS. WHEN THE PAVER OR PERVIOUS PAVEMENT SECTION IS OVERWHELMED, AN UNDERDRAIN CONNECTED TO THE PROPOSED STORM SYSTEM SHALL BE PROVIDED AS AN OVERFLOW.

2.3. BIO-RETENTION AREA – RUNOFF IS DIRECTED TO A BIO-RETENTION PLANTER/AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXISTING THE SITE. BIO-RETENTION FACILITIES SHALL BE SIZED PER THE C.3. STORMWATER HANDBOOK OR AT LEAST 6.0% OF THE TRIBUTARY DRAINAGE AREA.

2.3.A. ACCESS AND CIRCULATION ROADWAYS WILL SHEET FLOW TO BIORETENTION FACILITIES LOCATED IN THE CIRCUMFERENTIAL LANDSCAPING.

2.3.B. ROOF RUNOFF WILL BE DRAINED AND COLLECTED VIA RAINWATER DOWNSPOUTS OR RAINWATER LEADERS. THESE COLLECTOR LINES WILL BE DIRECTED TO BIORETENION FACILITIES LOCATED WITHIN THE OPEN SPACE BETWEEN THE BUILDINGS.

2.3.C. RUNOFF FROM IMPERVIOUS PAVEMENTS SHALL EITHER SHEET FLOW OR BE COLLECTED BY CATCH BASIN INLETS AND HARDPIPED TO BIORETENTION FACILITIES LOCATED WITHIN THE OPEN SPACE BETWEEN THE BUILDINGS.

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STORMWATER MANAGEMENT PLAN - SOUTH PARCEL

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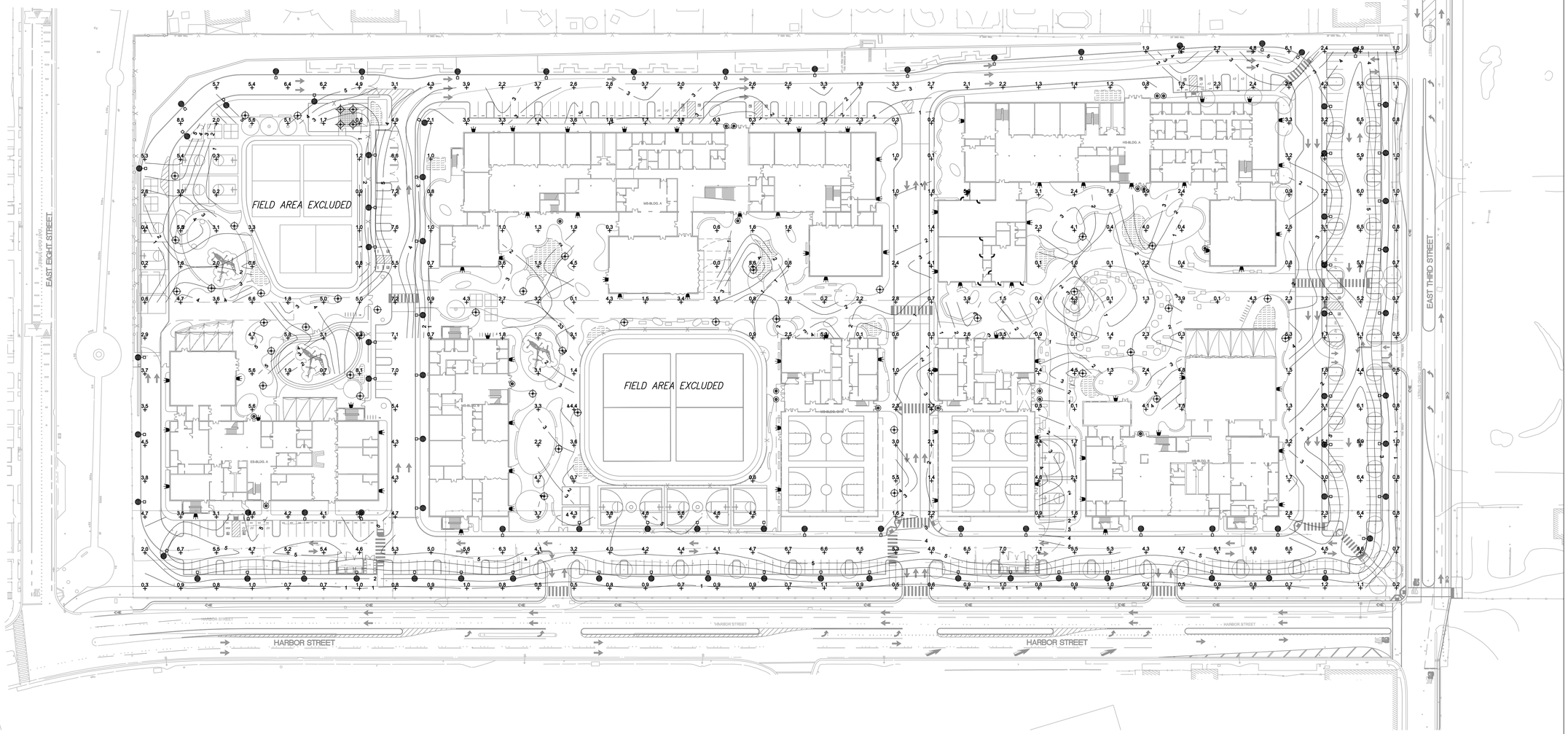

ILLUMINANCE VALUES

		DESIGN	CALCULATED
ONSITE	AVERAGE FOOTCANDLES	X	2.9
	AVERAGE/MINIMUM	X	N/A

LEGEND

HYDREL GEM 3LED16 30K FL
ACUITY BRANDS LIGHTING CONYERS LAB TEST REPORT NO. LTL22351P7
LAMP(S): 3024 - 6W/40?/3K
BALLAST: 12 VAC
CANDELA FILE 'GEM_3LED16_30K_FL.IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.900, WATTS PER LUMINAIRE = 6
OUTREACH (FROM MOUNTING AXIS TO PHOTOMETRIC CENTER)= 0 IN
MOUNTING HEIGHT = 8.5 FT
NUMBER LOCATIONS = 4, NUMBER LUMINAIRES = 4
KW ALL LOCATIONS = 0.0

LITHONIA LIGHTING LDN6 35/15 L06AR LSS
SCALED PHOTOMETRY TEST REPORT NO. ISF 30716P29
LAMP(S): LED
BALLAST: LED DRIVER
CANDELA FILE 'LDN6_35_15_L06AR_LSS.IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.900, WATTS PER LUMINAIRE = 20
OUTREACH (FROM MOUNTING AXIS TO PHOTOMETRIC CENTER) = 0 IN
MOUNTING HEIGHT = 8.5 FT
NUMBER LOCATIONS = 19, NUMBER LUMINAIRES = 19
KW ALL LOCATIONS = 0.4

LITHONIA LIGHTING DSXW1 LED 10C 1000 40K T3M MVOLT
SCALED PHOTOMETRY TEST REPORT NO. LTL25762P106
LAMP(S): LED
BALLAST: LED DRIVER
CANDELA FILE 'DSXW1_LED_10C_1000_40K_T3M_MVOLT.IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.900, WATTS PER LUMINAIRE = 39
OUTREACH (FROM MOUNTING AXIS TO PHOTOMETRIC CENTER) = 12 IN
MOUNTING HEIGHT = 8.5 FT
NUMBER LOCATIONS = 75, NUMBER LUMINAIRES = 75
KW ALL LOCATIONS = 2.9

LITHONIA LIGHTING MRP LED 42C 1000 40K SR5 MVOLT
SCALED PHOTOMETERY TEST REPORT NO. 502258P9
LAMP(S): LED
BALLAST: LED DRIVER
CANDELA FILE 'MRP_LED_42C_1000_40K_SR5_MVOLT.IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.900, WATTS PER LUMINAIRE = 151
OUTREACH (FROM MOUNTING AXIS TO PHOTOMETRIC CENTER) = 0 IN
MOUNTING HEIGHT = 10 FT
NUMBER LOCATIONS = 42, NUMBER LUMINAIRES = 42
KW ALL LOCATIONS = 6.3

LITHONIA LIGHTING DSXO LED P6 40K T3M MVOLT
SCALED PHOTOMETRY TEST REPORT NO. ISF 33813P17
LAMP(S): PCBA LEM-30 4000K 319A 70 CRI
BALLAST: LED DRIVER
CANDELA FILE 'DSXO_LED_P6_40K_T3M_MVOLT(1).IES'
1 LAMP(S) PER LUMINAIRE, PHOTOMETRY IS ABSOLUTE
LIGHT LOSS FACTOR = 0.900, WATTS PER LUMINAIRE = 134
OUTREACH (FROM MOUNTING AXIS TO PHOTOMETRIC CENTER) = 36 IN
MOUNTING HEIGHT = 20 FT
NUMBER LOCATIONS = 87, NUMBER LUMINAIRES = 87
KW ALL LOCATIONS = 11.7

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PHOTOMETRICS PLAN

C7.00

Attachment 5 - Project Plans (3 of 4)

C:_Revit local Projects\1607_SITE_RTE_CENTRAL_wp.rvt

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ILLUSTRATIVE
SITE PLAN

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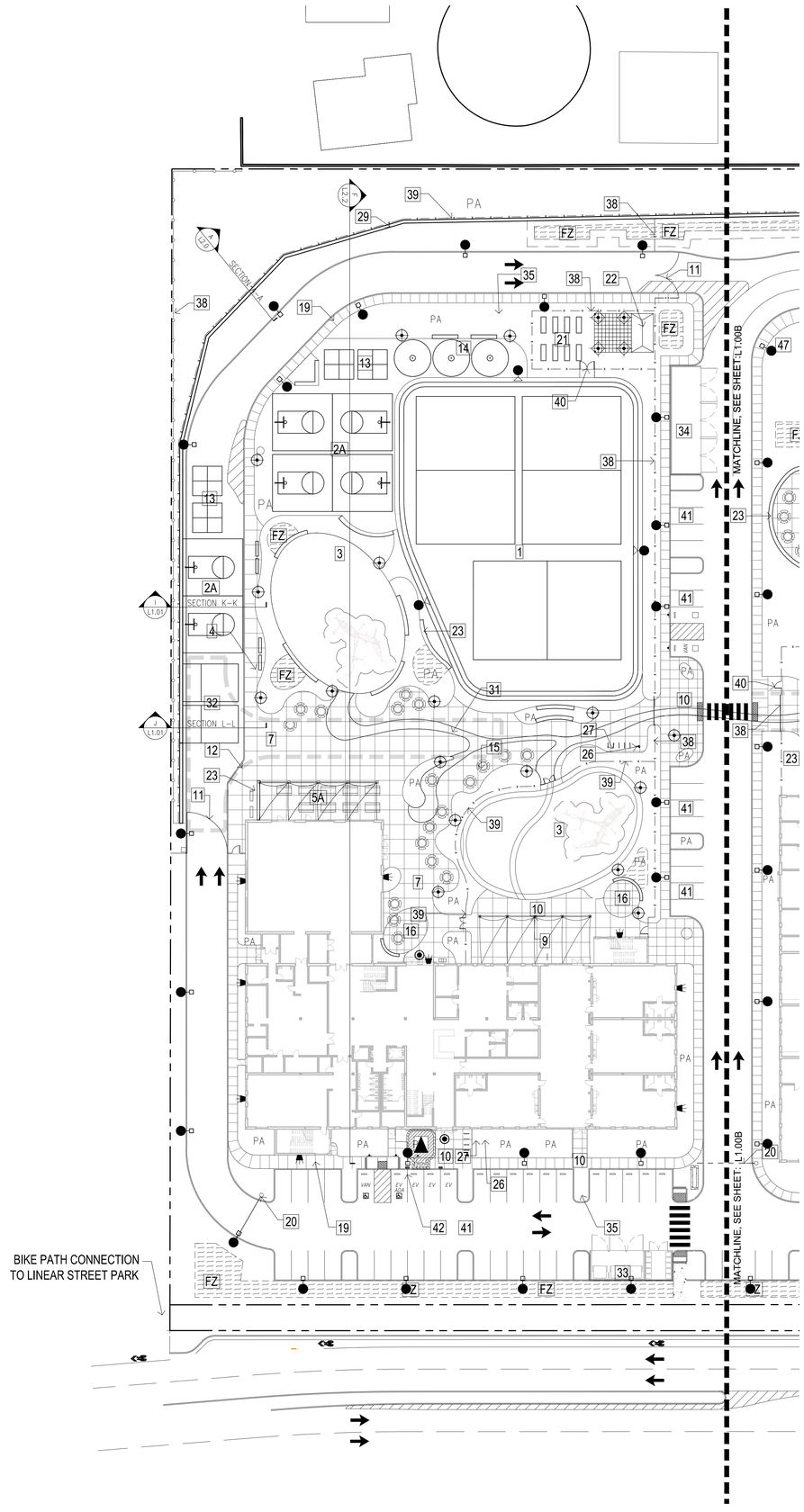


SITE PLAN LEGEND

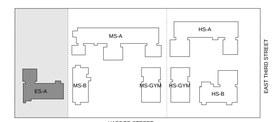
KEY	DESCRIPTION
1	ELEMENTARY SCHOOL PLAY FIELD-ARTIFICIAL TURF
2A	ELEMENTARY SCHOOL SPORT COURTS- BASKETBALL STRIPED ON ASPHALTIC CONCRETE PAVING
2B	MIDDLE SCHOOL SPORT COURTS- BASKETBALL FULL COURT & HALF COURTS STRIPED ON ASPHALTIC CONCRETE PAVING
2C	HIGH SCHOOL SPORT COURTS- BASKETBALL FULL COURT & HALF COURTS STRIPED ON ASPHALTIC CONCRETE PAVING
3	RECREATIONAL PLAY ZONE WITH PLAY STRUCTURES & PIP RUBBERIZED SURFACING
4	GATHERING SPACE FOR THE ELEMENTARY SCHOOL. INCLUDES CONCRETE PAVING, SHADE TREES, BENCHES AND SITE FURNISHING.
5A	PATIO SPACE WITH PICNIC TABLES, OVERHEAD SHADE STRUCTURE AND DIRECT ACCESS TO MULTI-PURPOSE ROOM AT ELEMENTARY SCHOOL
5B	PATIO SPACE WITH PICNIC TABLES, OVERHEAD SHADE STRUCTURE AND DIRECT ACCESS TO STUDENT COMMONS AT MIDDLE SCHOOL
5C	PATIO SPACE WITH PICNIC TABLES, OVERHEAD SHADE STRUCTURE AND DIRECT ACCESS TO DINING COMMONS AT HIGH SCHOOL
6	MANUFACTURED BENCH
7	SEATING COURTYARD SPACES. INCLUDES INFORMAL PLANTING AREAS CUT INTO CONCRETE PLAZA TYPE PAVED SURFACE AND FURNISHED WITH ROUND PICNIC TABLES AND SHADED WITH LARGE CANOPY TREES.
8	ARTIFICIAL TURF
8A	BERMED ARTIFICIAL TURF GATHER SPACE
9	OVERHEAD SHADE STRUCTURE ; SEE ARCHITECTURAL DRAWINGS
10	BROOM FINISH CONCRETE PAVED SURFACES AND PATHWAYS WITH STANDARD SCORE JOINT PATTERN
11	SWING GATE VEHICULAR ACCESS BARRIER
12	EMERGENCY AND FIRE EQUIPMENT VEHICLE ACCESS LANE; SEE CIVIL PLANS. (SHOWN AS DASHED)
13	FOURSQUARE COURT STRIPING ON ASPHALT
14	TETHER BALL
15	INFORMALLY ARRANGED CAMPUS STANDARD ROUND TABLES, INTERGRAL BENCHES AND ACCESSIBILITY AS REQUIRED
16	SPECIAL ACCENT PAVING; INTEGRAL CONCRETE COLOR (DAVIS PIGMENT COLOR) WITH TIGHTER SCORE JOINT PATTERN.
17	SEAT WALL WITH METAL POST TO SUPPORT OVERHEAD STRUCTURE
18	RUNNING TRACK AND SOCCER FIELD- STRIPING ON ARTIFICIAL TURF SURFACE
19	SIDEWALK
20	SINGLE OR DUAL ARM VEHICLE ACCESS CONTROL GATE REMOTELY OPERATED. GENERALLY CLOSED EXCEPT DURING SCHOOL ARRIVAL AND DEPARTURE TIMES
21	VEGETABLE GARDEN BEDS
22	STORAGE GARDEN SUPPLY TRUNKS
23	SEAT WALLS - PIP CONCRETE WITH VERTICAL JOINTS AND SKATE DETERRENTS
24	SEAT BENCHES- PIP CONCRETE FORMS WITH VERTICAL JOINTS AND SKATE DETERRENTS
25	SEAT BLOCKS-PIP CONCRETE BLOCKS WITH VERTICAL JOINTS AND SKATE DETERRENTS
26	BIKE REPAIR STATION
27	BIKE RACKS
28	FLAG POLE
29	SOLDIER PILE RETAINING WALL
30	DECORATIVE FENCE
31	SPECIALIZED WAY FINDING PAVING WITH GRAVEL MIXTURE ADDED TO CONCRETE MIX
32	WALL BALL PLAY AREA
33	TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS
34	OUTDOOR STORAGE, SEE ARCH/ DWGS.
35	PROPOSED TREE, TYPICAL, SEE PLANTING PLAN L2.0-L2.3
36	6' TALL BLACK CHAIN LINK ATHLETIC FIELD FENCING
37	12' TALL BLACK NYLON NETTING STRETCHED ON 3" BLACK PAINTED POLES TO KEEP BALLS IN ATHLETIC PLAY FIELD, SHOWN AS DASHED LINE . NETTING IS ATTACHED ABOVE THE 6' TALL BLACK CHAIN LINK FENCE. TOTAL HEIGHT.
38	6' TALL VINYL COATED MESH FENCE W/ 3" POST, BLACK FINISH
39	4' TALL VINYL COATED MESH FENCE W/ 3" POSTS, BLACK FINISH
40	6' TALL VINYL COATED MESH GATE
41	PARKING AREA, SEE CIVIL PLANS
42	NEW ELECTRIC VEHICLE CHARGING STATION LOCATION; SEE ARCHITECTURE SITE PLANS
43	ELEVATED PERFORMANCE STAGE AREA
44	OPTIONAL CONTROL POINT LOCATIONS
45	CART, FIRE ACCESS
FZ	RAINWATER FILTRATION ZONE AND DEMONSTRATION GARDEN
PA	PLANTING AREAS, TYP.

NOTE: SEE SHEET L3.4 FOR LIGHTING SCHEDULE AND CUT SHEETS

0 15' 30' 60' 90'

SCALE: 1" = 30'-0"

North



KEY MAP, NTS.

Studio Bondy Architecture

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

LANDSCAPE CALLOUTS

L1.0

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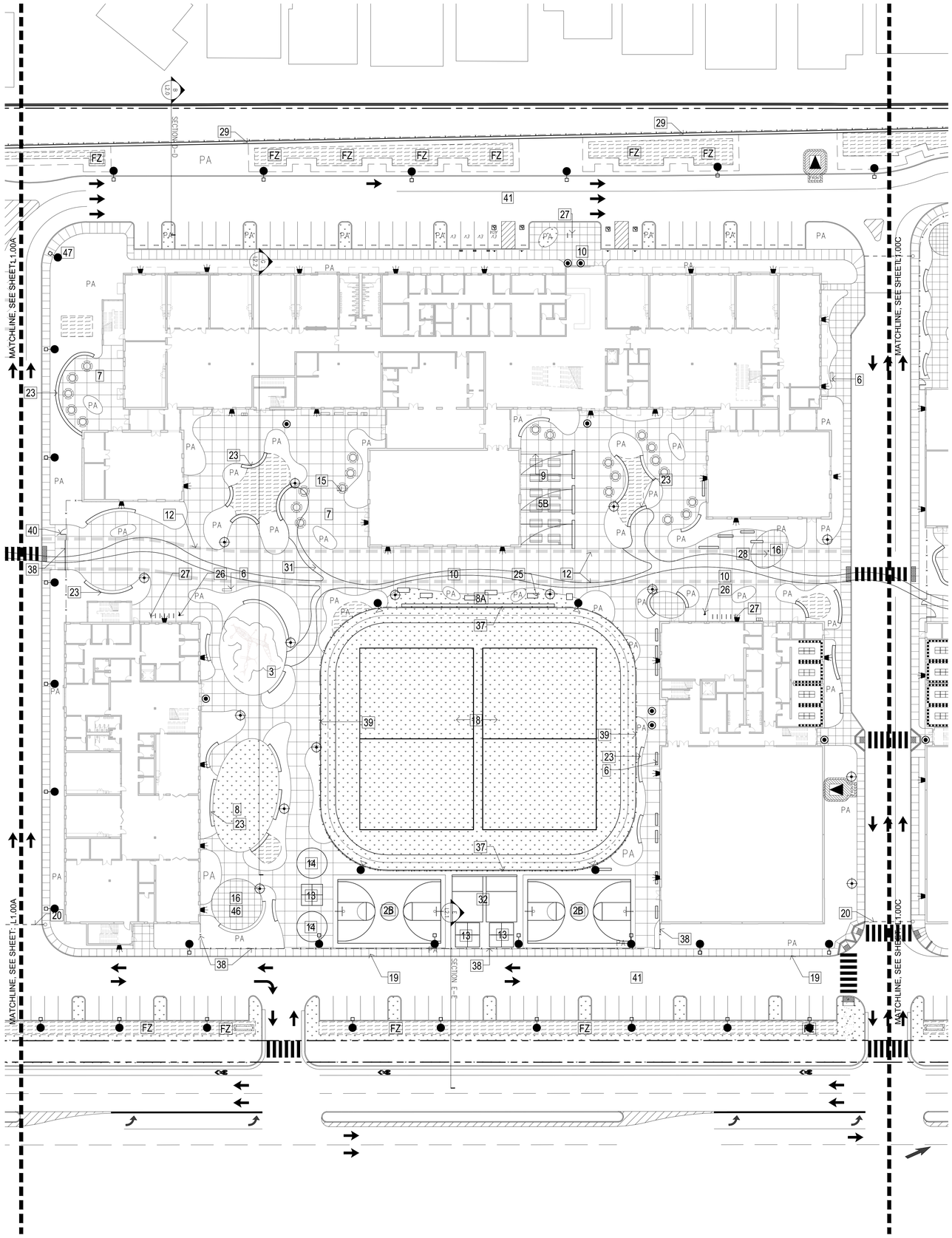

SITE PLAN LEGEND

KEY	DESCRIPTION
1	ELEMENTARY SCHOOL PLAY FIELD-ARTIFICIAL TURF
2A	ELEMENTARY SCHOOL SPORT COURTS- BASKETBALL STRIPED ON ASPHALTIC CONCRETE PAVING
2B	MIDDLE SCHOOL SPORT COURTS- BASKETBALL FULL COURT & HALF COURTS STRIPED ON ASPHALTIC CONCRETE PAVING
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3	RECREATIONAL PLAY ZONE WITH PLAY STRUCTURES & PIP RUBBERIZED SURFACING
4	GATHERING SPACE FOR THE ELEMENTARY SCHOOL. INCLUDES CONCRETE PAVING, SHADE TREES, BENCHES AND SITE FURNISHING.
5A	PATIO SPACE WITH PICNIC TABLES, OVERHEAD SHADE STRUCTURE AND DIRECT ACCESS TO MULTI-PURPOSE ROOM AT ELEMENTARY SCHOOL
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5C	PATIO SPACE WITH PICNIC TABLES, OVERHEAD SHADE STRUCTURE AND DIRECT ACCESS TO DINING COMMONS AT HIGH SCHOOL
6	MANUFACTURED BENCH
7	SEATING COURTYARD SPACES. INCLUDES INFORMAL PLANTING AREAS CUT INTO CONCRETE PLAZA TYPE PAVED SURFACE AND FURNISHED WITH ROUND PICNIC TABLES AND SHADED WITH LARGE CANOPY TREES.
8	ARTIFICIAL TURF
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9	OVERHEAD SHADE STRUCTURE ; SEE ARCHITECTURAL DRAWINGS
10	BROOM FINISH CONCRETE PAVED SURFACES AND PATHWAYS WITH STANDARD SCORE JOINT PATTERN
11	SWING GATE VEHICULAR ACCESS BARRIER
12	EMERGENCY AND FIRE EQUIPMENT VEHICLE ACCESS LANE; SEE CIVIL PLANS. (SHOWN AS DASHED)
13	FOURSQUARE COURT STRIPING ON ASPHALT
14	TETHER BALL
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22	STORAGE GARDEN SUPPLY TRUNKS
23	SEAT WALLS - PIP CONCRETE WITH VERTICAL JOINTS AND SKATE DETERRENTS
24	SEAT BENCHES- PIP CONCRETE FORMS WITH VERTICAL JOINTS AND SKATE DETERRENTS
25	SEAT BLOCKS-PIP CONCRETE BLOCKS WITH VERTICAL JOINTS AND SKATE DETERRENTS
26	BIKE REPAIR STATION
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28	FLAG POLE
29	WOOD AND STEEL SOLDIER PILE RETAINING WALL
30	DECORATIVE FENCE
31	SPECIALIZED WAY FINDING PAVING WITH GRAVEL MIXTURE ADDED TO CONCRETE MIX
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33	TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS
34	OUTDOOR STORAGE, SEE ARCH/ DWGS.
35	PROPOSED TREE, TYPICAL, SEE PLANTING PLAN L2.0-L2.3
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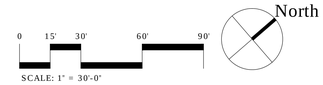
45	CART, FIRE ACCESS
FZ	RAINWATER FILTRATION ZONE AND DEMONSTRATION GARDEN
PA	PLANTING AREAS, TYP.

NOTE: SEE SHEET L3.4 FOR LIGHTING SCHEDULE AND CUT SHEETS



KEY MAP, NTS.

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

LANDSCAPE CALLOUTS

L1.1

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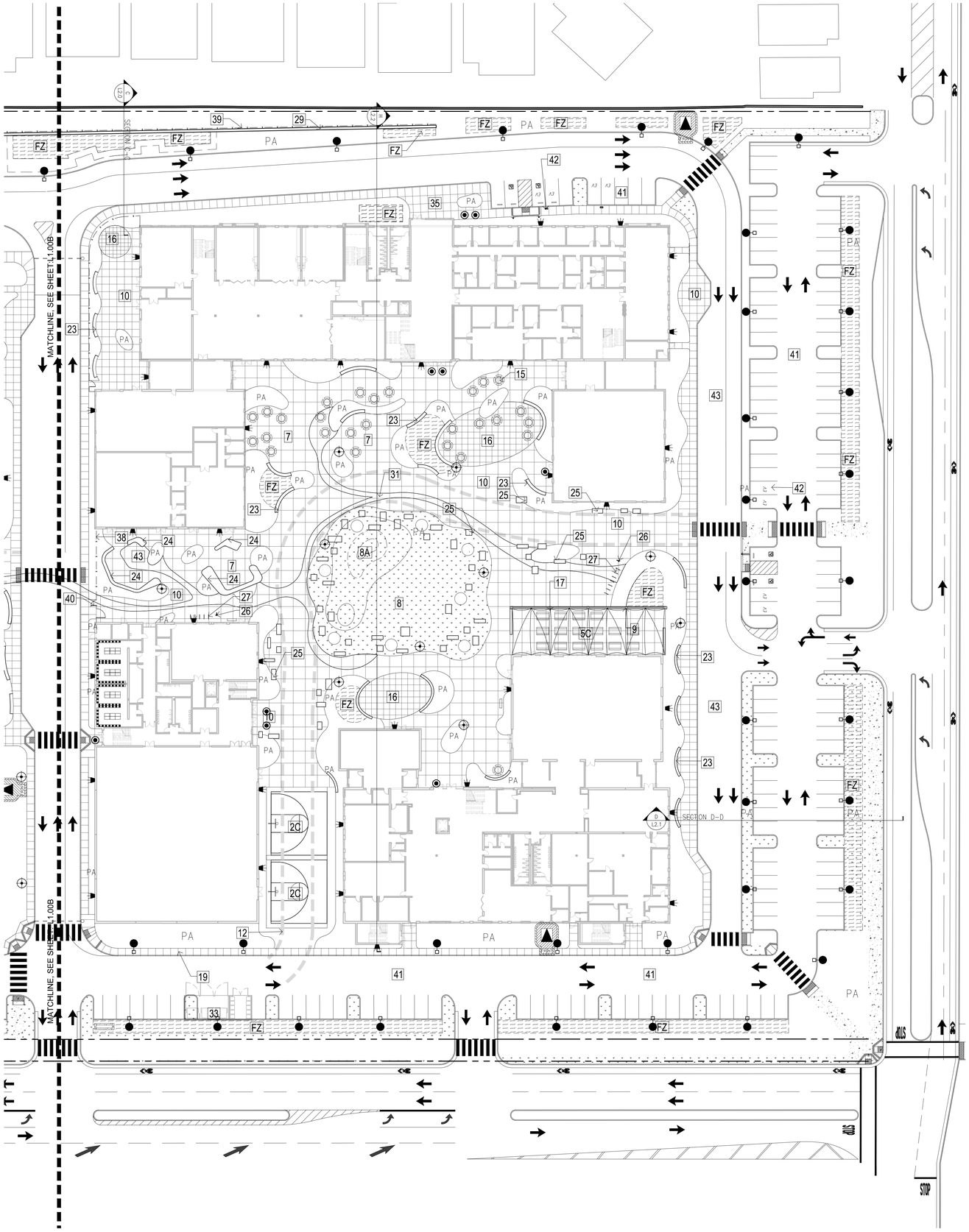

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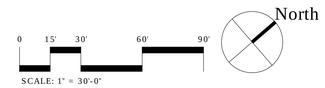
NOTE: SEE SHEET L3.4 FOR LIGHTING SCHEDULE AND CUT SHEETS



KEY MAP, NTS.

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

LANDSCAPE CALLOUTS

L1.2

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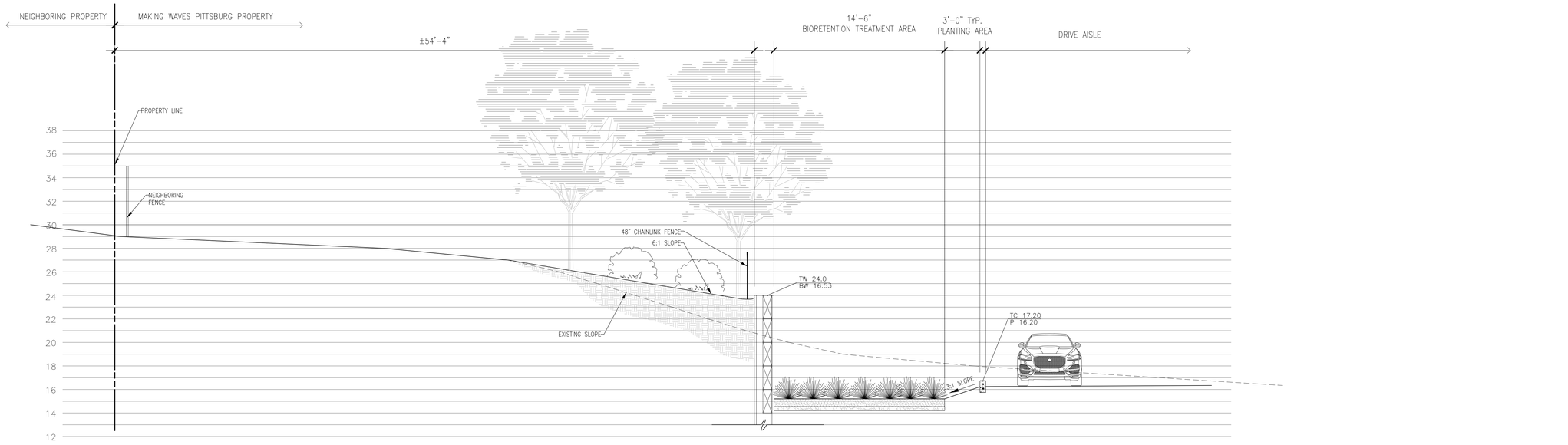

A SECTION A-A
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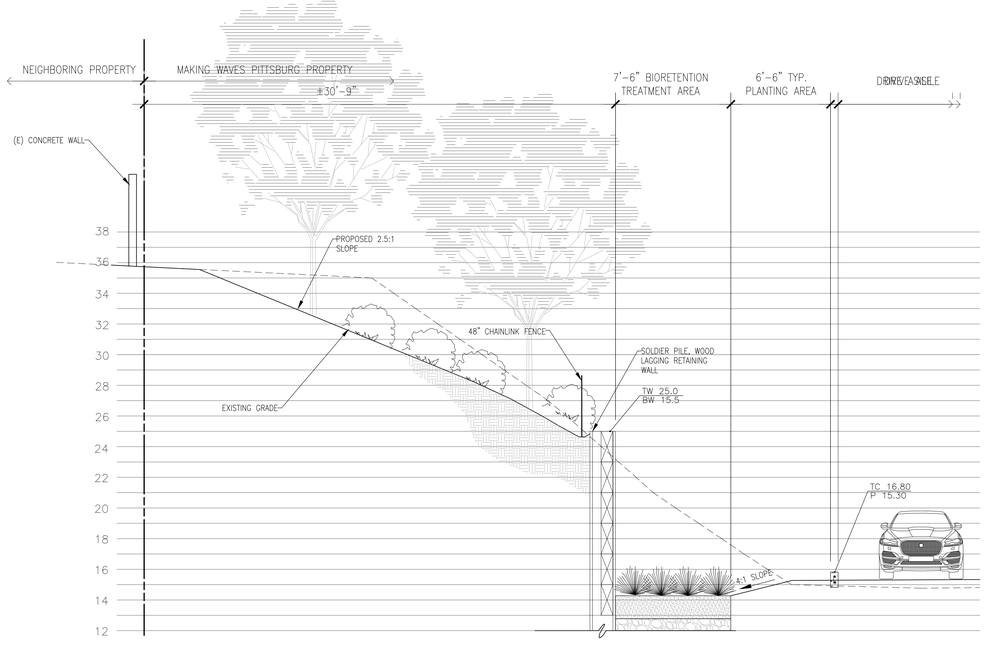

B SECTION B-B
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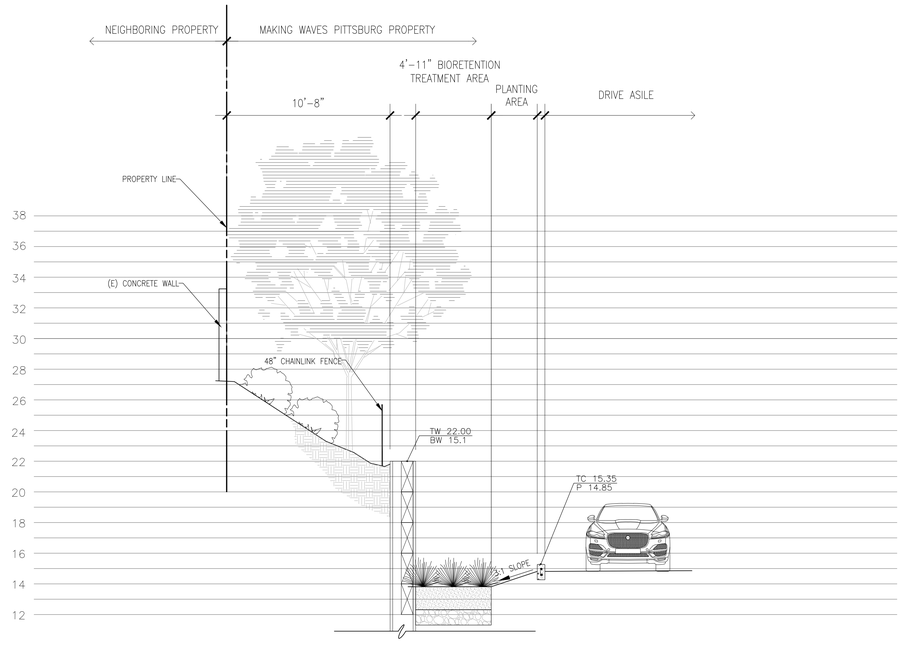

C SECTION C-C
Scale: 1/4"=1'-0"

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
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SECTIONS
SITE WALLS

L2.0

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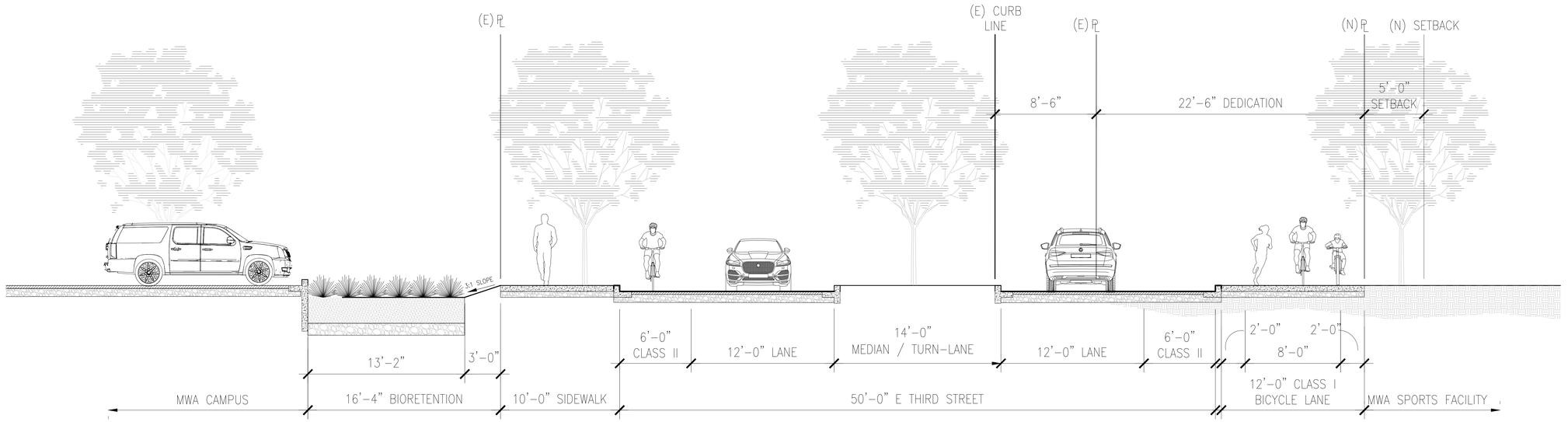

D SECTION D-D
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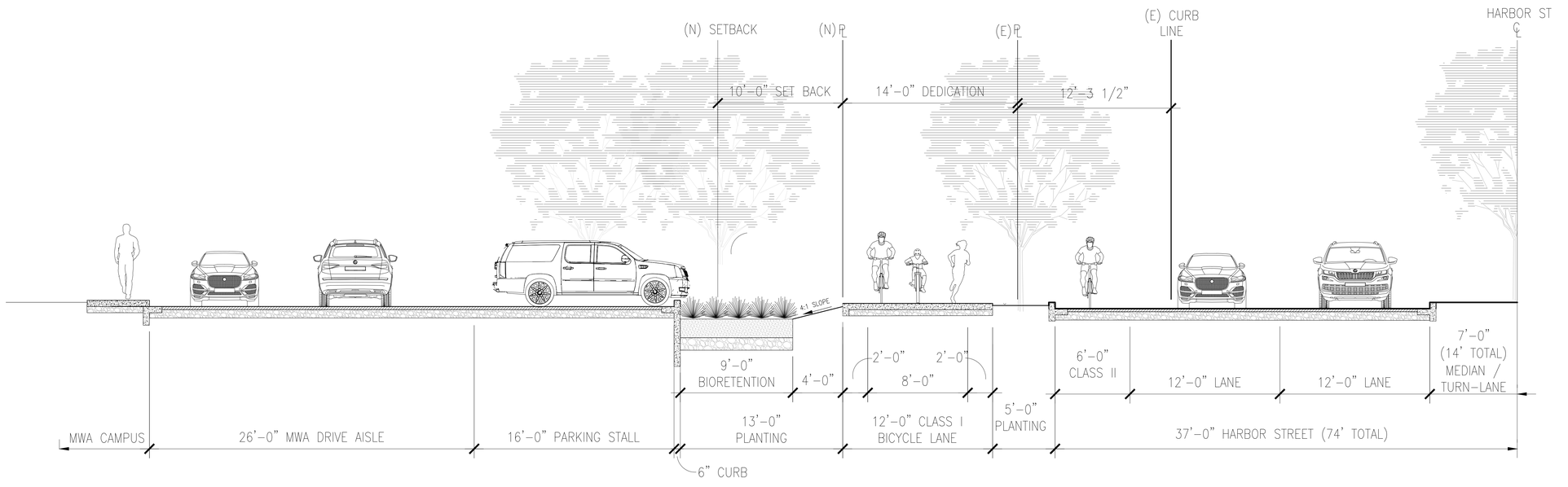

E SECTION E-E
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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
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SECTIONS
PARKING LOT

L2.1

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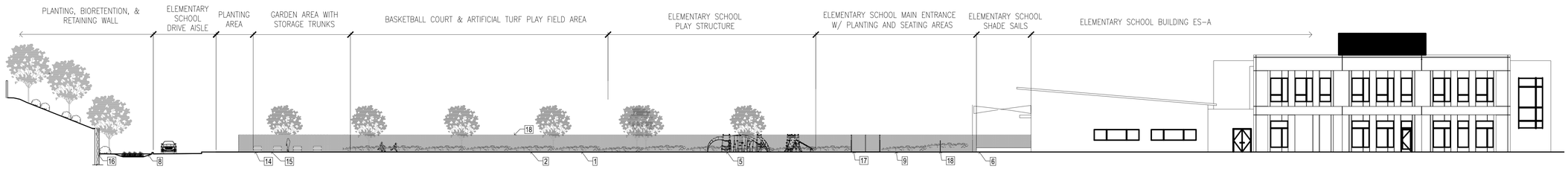
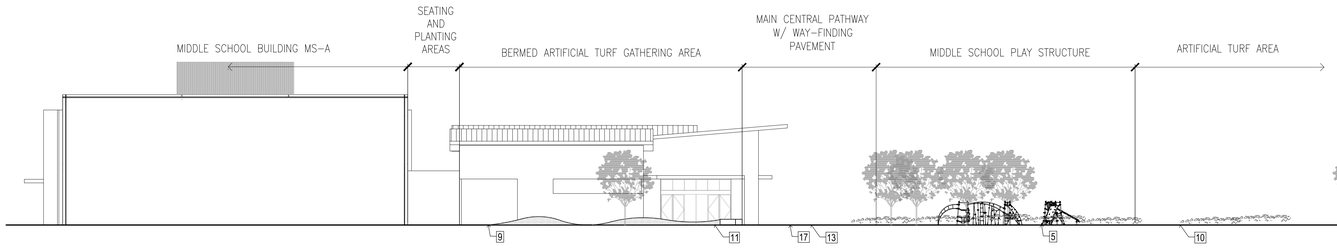


F ELEMENTARY SCHOOL BUIDING ES-A SECTION/ELEVATION

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



G MIDDLE SCHOOL BUILDING MS-A SECTION/ELEVATION

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

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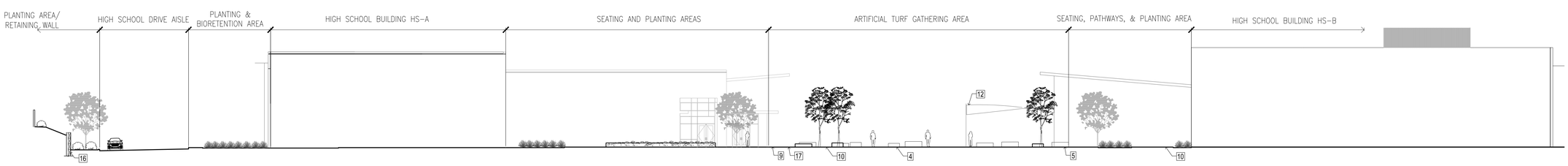

H HIGH SCHOOL BUILDING HS-A & HS-B SECTION/ELEVATION

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

Studio Bondy Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

STRUCTURAL ENGINEER
STRUCTURAL ENGINEERS INC.
2901 TASMAN DRIVE, SUITE 100
SANTA CLARA, CA 95054
CONTACT: PAUL SLATTERY
650.938.2200 P
E-MAIL: pslattery@structuralengineersinc.com

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SANDIS
636 9TH STREET
OAKLAND, CA 94607
CONTACT: MICHAEL KUYKENDALL
510.873.8866 P
E-MAIL: mkuykendall@sandis.net

LANDSCAPE ARCHITECT
STUDIO GREEN
232 SIR FRANCIS DRAKE BLVD.
SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

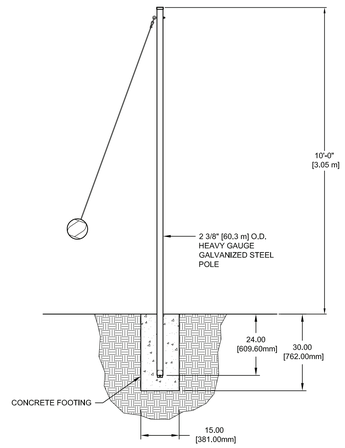
PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

SECTIONS CAMPUS

L2.2

MAKING WAVES SITE MATERIALS

Play equipment



IN-GROUND TETHERBALL SYSTEM BY GARAD

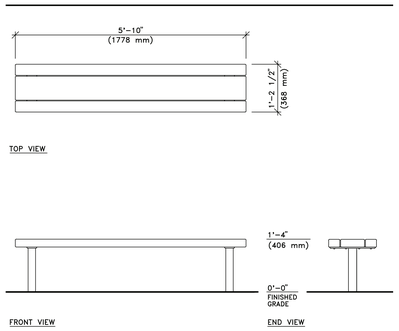
PLAY STRUCTURE BY KOPAN

Play and Recreational surfacing

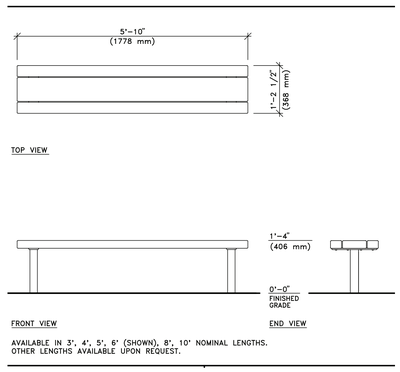
PIP RUBBERIZED SURFACING

Site Furnishings

TIMBERFORM GREENWAY TABLES BY COLUMBIA CASCADE



TIMBERFORM PARKWAY SEATS BY COLUMBIA CASCADE



Features
• Perforated metal seats and tops • Black powder coated understructure • Thermoplastic coated • Optional leg protectors • Optional anti-skateboard tabs • Optional umbrella • Handicap access is available for this model

ROUND 48" PERFORATED TABLE BY LEISURE CRAFT INC.

TRASH RECEPTACLES THROUGHOUT THE CAMPUS

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PLANNING SUBMITTAL

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SITE
MATERIALS

L3.0

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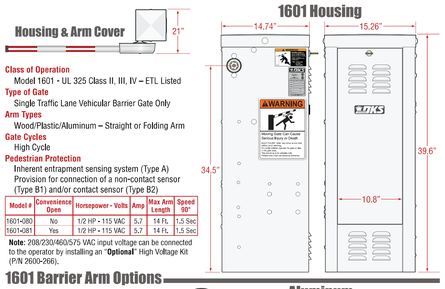
MAKING WAVES SITE MATERIALS

SITE FURNISHINGS CONTINUED

VEHICLE GATE BARRIER

1601 SPECIFICATIONS

Use this manual for the Model 1601 operators with circuit board 1601-010 Rev W or higher ONLY.



Class of Operation
Model 1601 - UL 325 Class II, III, IV – ETL Listed

Type of Gate
Single Traffic Lane Vehicular Barrier Gate Only

Arm Types
Wood/Plastic/Aluminum – Straight or Folding Arm

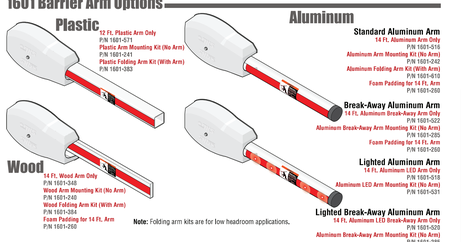
Gate Cycles
High Cycle

Pedestrian Protection
Inherent entrapment sensing system (Type A)
Provision for connection of a non-contact sensor (Type B1) and/or contact sensor (Type B2)

Model #	Convenience Open	Horsepower - Volts	Amp	Max Arm Length	Speed 90°
1601-080	No	1/2 HP - 115 VAC	5.7	14 Ft.	1.5 Sec
1601-081	Yes	1/2 HP - 115 VAC	5.7	14 Ft.	1.5 Sec

Note: 208/230/460/575 VAC input voltage can be connected to the operator by installing an "**Optional**" High Voltage Kit (P/N 2600-266).

1601 Barrier Arm Options



Note: Folding arm kits are for low headroom applications.

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1601-065-Z-S-17

1600 115 VAC - 3.3 AMP HEATER KIT

DoorKing Part Number
1601-092

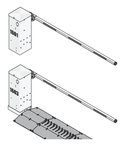
This kit is designed for the 1600 model barrier gate operators only. For cold weather climates where temperatures routinely drop below 40°F (4°C). A built-in thermostat will automatically control the temperature inside operator housing.

High Voltage AC Input Power for the 1600 Barrier Gate Operator with a Heater

DO NOT use the "high voltage wire size and distance requirements" table in the Installation/Owner's manuals to determine the high voltage AC input power wire size and distance requirements for the barrier gate operator because of a **much greater** current draw when using the heater. Use the table below to determine the wire size and distances for your chosen barrier gate operator when a heater is installed. EACH operator should have a "**Dedicated**" circuit breaker at the power source.

If the high voltage AC input power wiring is greater than the maximum distance shown, it is recommended that a service feeder be installed. When large gauge wire is used, a separate junction box must be installed for the operator connection. Wire run distances are based on NEC guidelines for copper wire allowing a maximum 3% voltage drop on the line. The calculated distance was then further reduced by 10% to allow for other loses in the system. **Never** run low voltage rated wire insulation in the same conduit as high voltage rated wire insulation.

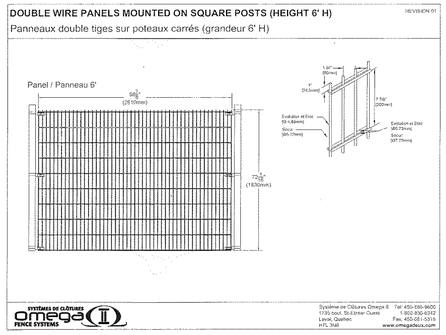
High voltage AC input wire size and distance requirements for a 1600 with a heater.

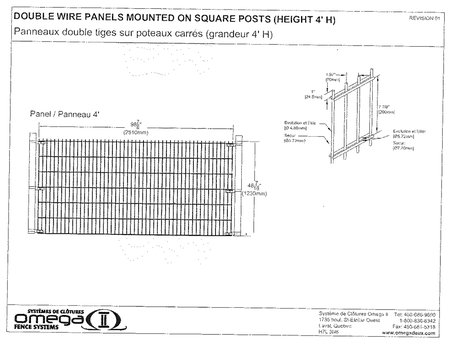
Model	Horsepower	Volts	Operator and Heater Amps	Wire Size / Distance in Feet			
				12 AWG	10 AWG	8 AWG	6 AWG
	1/2 HP	115	9.0	105	175	290	435
		230	4.6	420	675	1125	1685
		460	2.4	1615	2585	4310	6465

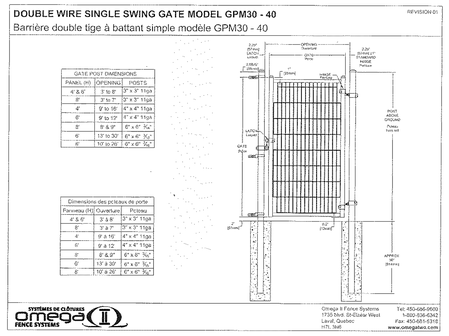
VEHICLE BARRIER BY DKS

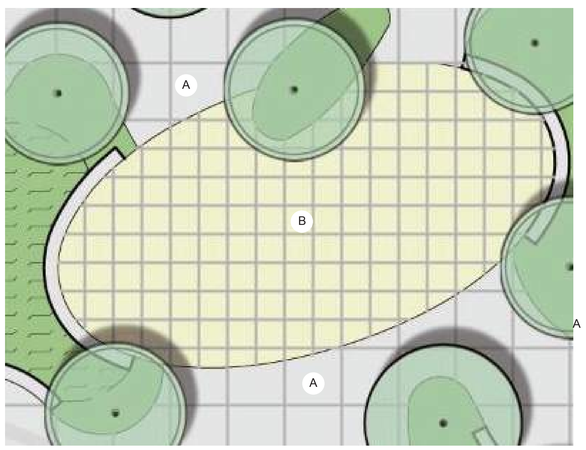
GARDEN AREA

WIRE FENCE









BLACK WIRE FENCE PANELS

CHAIN LINK FENCE

WAY FINDING PAVING
SOLAR REFLECTANCE: 0.36
source: "Portland Cement Association", 08/2008

A

BROOM FINISH, LIGHT GRAY COLOR

B

SPECIAL LANDSCAPE PAVING, WARM TONE

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

SITE MATERIALS

L3.1

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MAKING WAVES SITE MATERIALS

Site Furnishings continued

BIKE REPAIR STATION

BIKE REPAIR STATION BY HUNTCO

HUNTCO SITE FURNISHINGS

Bike racks, lockers, benches and architectural site furnishings since 1980.

Tradition & Innovation

PHONE 503.224.8700
FAX 503.274.2055
EMAIL Sales@Huntco.com
WEB Huntco.com
TWITTER @Huntcosupply
MAIL P.O. Box 10385 Portland, Or. 97296-0385

× 1-2

DELUXE PUBLIC WORK STAND

Support cycling infrastructure in your community with the rugged indoor-outdoor, deluxe public bike work stand.

CONSTRUCTION/MATERIAL
- Formed And Welded Steel
- Cast Aluminum
- Stainless Steel Retractable Aircraft Cable (Tool Kit Attachments)

DIMENSIONS
- 56" Height
- 21" Width
- 8.5" Length

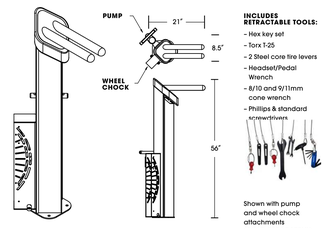
MOUNTING
(4) .575" Mounting Holes

FINISH OPTIONS
- 1304 Stainless Steel
- #4 Satin Finish
- Hot Dipped Galvanized
- Powder Coating
- #

GRAPHIC OPTIONS
- Custom Branding
- Customer Provided Graphics

ATTACHMENTS, SOLD SEPARATELY
- Wheel Chock For 2-Bike Repair
- Indoor Air Pump, with Gauge
- Outdoor Air Pump, with Gauge, Stainless Only
- Outdoor Air Pump, No Gauge, Stainless Only

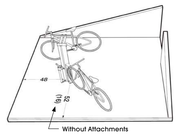
Manufactured in the USA



INCLUDES RETRACTABLE TOOLS:
- Hex key set
- Torx T-25
- 2 Steel cone tire levers
- Headset/Pedal Wrench
- 8/10 and 9/11mm cone wrench
- Phillips & standard screwdrivers

Shown with pump and wheel chock attachments **(SOLD SEPARATELY)**

RECOMMENDED LAYOUT



NOTES:
"Bike" is 70"
Minimum Spacing
(#) Recommended Spacing

Shown with pump and wheel chock attachments

(SOLD SEPARATELY)

AUTHORIZED DISTRIBUTOR OF:

CONTRACTOR:
JOB:
NOTES:

BIKE RACK

CIRCLE BY ID MATALCO

ARTIFICIAL LAWN

ARTIFICIAL LAWN

BERMED ARTIFICIAL LAWN

SOLDIER PILE WALL

Studio Bondy Architecture

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
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SITE MATERIALS

L3.2

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LIGHTING SCHEDULE

SYMBOL	TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	LUMENS PER LAMP	WATTAGE
	PARKING LIGHT	LITHONIA LIGHTING	DSX0-LED-30C-530-40K-T3M-MVOLT-R90	DSX0 LED WITH 30 LEDS @530 MA, 4000K, TYPE 3 MEDIUM OPTICS, RIGHT ROTATED	LED	6684	52
	PEDESTRIAN LIGHT	LITHONIA LIGHTING	MRP-LED-42C-1000-40K-T3M-SR5-MVOLT	MRP POST TOP LIGHT 42 LEDS 1000 MA DRIVE CURRENT 40K COLOR TEMP TYPE 5 DISTRIBUTION	HLM LIGHT ENGINE	10414	151
	SPORTS LIGHTING	SPEC GRADE LED	SPEC-GRAD-LED-AFL-600W-60D	SPEC GRAD LED		66643	599
	BUILDING WALL LIGHT	LITHONIA LIGHTING	DSXW1-LED-10C-1000-40K-T3M-MVOLT	DSXW1 LEDWITH (1) 10 LED LIGHT ENGINES, TYPE T3M OPTIC, 4000K, @1000 MA	LED	3873	151
	GARDEN TRELLIS LIGHT	HYDREL	HYDREL-GEM-3LED16-30K-NSP	GEM LED 30K 10 (4TH GEN LED)	LED16-6W/1 0SP/3K WW-3X MOCHIA W/KHATOD OPTIC	ABSOLUTE	5.3
	RECESSED SOFFIT LIGHT	LITHONIA LIGHTING	LDN6 35/15 L06AR LSS MVOLT EZ1 WL	LED EXTERIOR SOFFITS	LED	1500	26.0

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PLANNING SUBMITTAL

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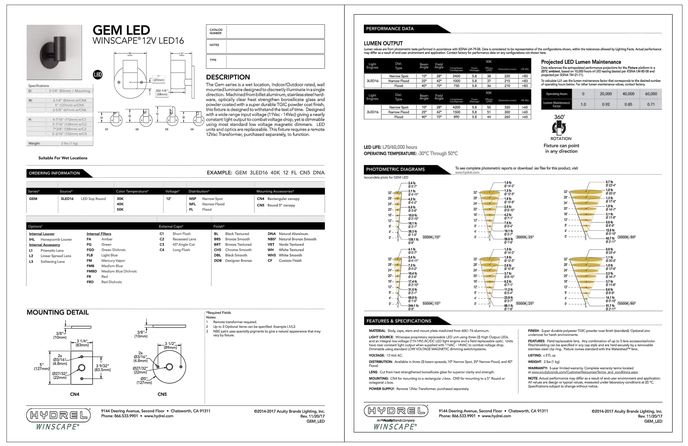
LIGHTING SCHEDULE

L3.3

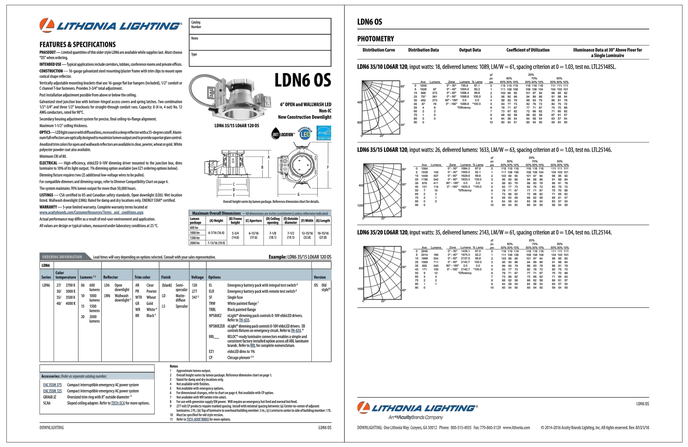
E GARDEN TRELLIS LIGHT

Scale: NTS



F RECESSED SOFFIT LIGHT

Scale: NTS

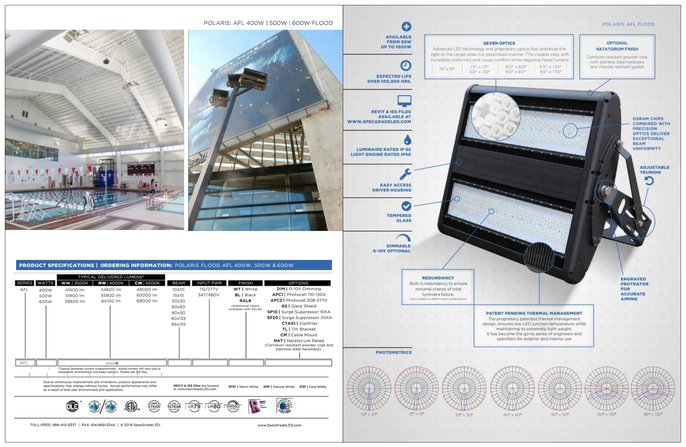


D BUILDING WALL LIGHT

Scale: NTS

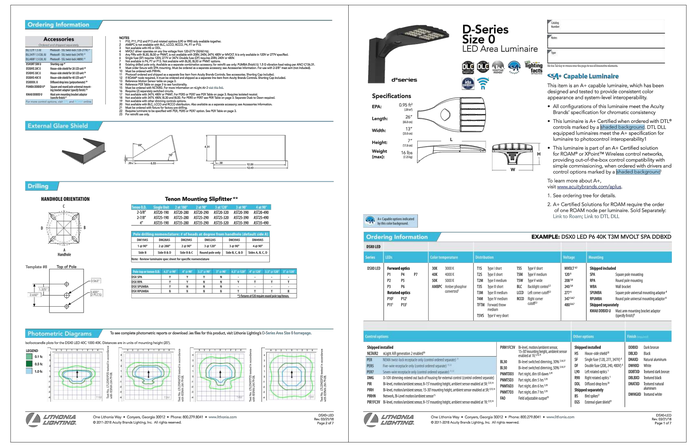
C SPORTS LIGHTING

Scale: NTS



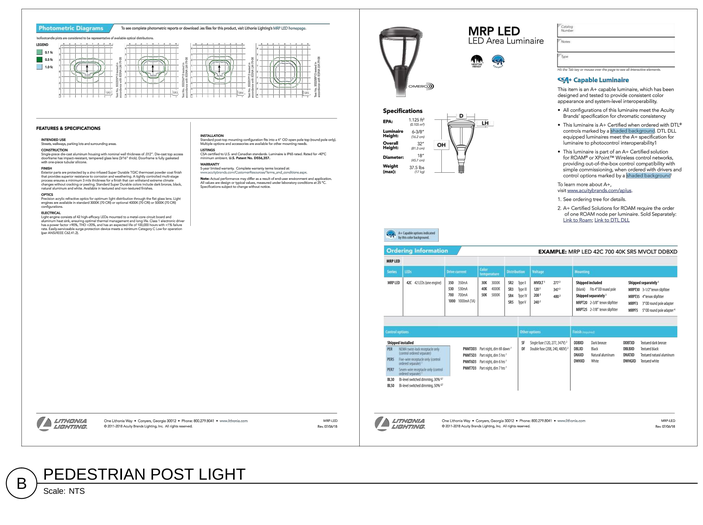
A PARKING LOT POLE LIGHT-SINGLE SIDED

Scale: NTS



B PEDESTRIAN POST LIGHT

Scale: NTS



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PLANT MATERIAL SCHEDULE

SIZE	ID	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOL	NATIVE	SPACING
		LARGE SHRUBS					
5 Gal.	ABE GRA	Abelia x grandiflora	Glossy Abelia	deciduous shrub	M		5'-0" O.C.
5 Gal.	ARB UNE	Arbutus unedo 'Compacta'	Dwarf Strawberry	evergreen shrub	L		5'-0" O.C.
5 Gal.	ELA PUN	Elaeagnus pungens	Silverthorn	evergreen	L		5'-0" O.C.
5 Gal.	HET ARB	Heteromeles arbutifolia	Toyon	perennial shrub	L	CN	5'-0" O.C.
15 Gal.	POD ELO	Podocarpus elongatus 'Monmal'	Icee Blue	evergreen			5'-0" O.C.

SIZE	ID	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOL	NATIVE	SPACING
		LOW SHRUBS AND GROUNDCOVERS					
1 Gal.	ANI BIG	Anigozanthos 'Big Red'	Red Kangaroo Paw	perennial	L		2'-0" O.C.
5 Gal.	ARC HOW	Arctostaphylos 'Howard McMinn'	Manzanita	evergreen groundcover	VL	CN	4'-0" O.C.
5 Gal.	ARC HOO	Arctostaphylos 'Hookeri'	Manzanita	evergreen shrub	L	CN	4'-0" O.C.
1 Gal.	BAC PIL	Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush	evergreen	L	CN	4'-0" O.C.
5 Gal.	CAL LIT	Callistemon 'Little John'	Bottle Brush	evergreen	L		3'-0" O.C.
1 Gal.	CAR DIV	Carex divulsa	Berkeley sedge	evergreen grass	L		2'-0" O.C.
15 Gal.	CER OCC	Cercis occidentalis 'Alba'	Western Redbud Multi-trunk		VL	CN	AS SHOWN
1 Gal.	CEA GRI	Ceanothus griseus horizontalis	Yankee Point Ceanothus	evergreen	L	CN	4'-0" O.C.
1 Gal.	COP KIR	Coprosma x kirkii	Dwarf Mirror Plant	evergreen shrub	L		4'-0" O.C.
1 Gal.	DES ELO	Deschampsia elongata	Slender hairgrass	perennial grass	?	CN	1'-6" O.C.
1 Gal.	DIA LIT	Dianella revoluta 'Little Rev'	Little Rev Flax Lily	evergreen shrub	M		2'-0" O.C.
1 Gal.	DIE BIC	Dietes bicolor	Dietes	perennial	L		2'-0" O.C.
1 Gal.	FES CAL	Festuca californica	California Fescue	evergreen	L	CN	2'-0" O.C.
1 Gal.	GRE SAC	Grevillea 'Scarlet Sprite'	Scarlet Sprite Grevillea	evergreen shrub	L		3'-0" O.C.
5 Gal.	HET ARB	Heteromeles Arbutifolia	Toyon	perennial shrub	L	CN	6'-0" O.C.
1 Gal.	IRI DOU	Iris douglasiana	Pacific Iris	bulb (Purple)	L	CN	1'-6" O.C.
1 Gal.	LEY CON	Leymus 'Canyon Prince'	Canyon Prince Wild Rye	evergreen groundcover	L	CN	2'-6" O.C.
1 Gal.	LOM LON	Lomandra longifolia 'Breeze'	Dwarf Mat Rush	evergreen	L		2'-0" O.C.
1 Gal.	LON JAP	Lonicera japonica	Japanese honeysuckle	perennial	M		4'-0" O.C.
5 Gal.	LOR CHI	Loropetalum chinense 'Razzleberry'	Razzleberry Loropetalum	evergreen shrub	L		3'-0" O.C.
1 Gal.	MUH RIG	Muhlenbergia rigens	Deer Grass	warm season perennial grass	L	CN	2'-0" O.C.
1 Gal.	NAN DOM	Nandina domestica 'Moon Bay'	Heavenly Bamboo	evergreen shrub	L		2'-0" O.C.
5 Gal.	OLE EUR	Olea europaea 'Little Ollie'	Little Ollie	evergreen shrub	VL		4'-0" O.C.
5 Gal.	RHA CAL	Rhamnus californica 'Eve Case'	Coffeeberry	evergreen shrub	L	CN	3'-0" O.C.
1 Gal.	PEN ORI	Pennisetum orientale	Chinese Fountain Grass	ornamental grass	M		2'-0" O.C.
5 Gal.	PLU AUR	Plumbago auriculata	Cape leadwort	evergreen shrub	L		3'-0" O.C.
5 Gal.	RHA CAL	Rhamnus (Frangula) californica 'Eve Case'	Coffeeberry	evergreen shrub	L	CN	4'-0" O.C.
1 Gal.	RIB SAN	Ribes Sanguineum	Red Flowering Currant	deciduous shrub	L	CN	4'-0" O.C.
5 Gal.	ROS NOA	Rose Groundcover Red	Groundcover Rose	evergreen shrub	X		3'-0" O.C.
1 Gal.	ROS OFF	Rosmarinus officinalis	Rosemary	evergreen shrub	L		2'-6" O.C.
1 Gal.	ROS CAL	Rosa californica	California Wild Rose	deciduous shrub	L	CN	3'-0" O.C.
1 Gal.	SAL CLE	Salvia clevelandii	Cleveland Sage	perennial shrub	L	CN	4'-0" O.C.
1 Gal.	TAG LEM	Tagetes Lemmonii	Mexican Marigold	evergreen shrub	L	CN	4'-0" O.C.

SIZE	PERCENT	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOL	NATIVE	SPACING
		TREATMENT ZONES					
Liner	20%	Achillea millefolium	Yarrow	perennial (White)	L	CN	1'-6" O.C.
Liner	20%	Carex pansa	Western Meadow Sedge	creeping evergreen sedge	M	CN	1'-6" O.C.
Liner	20%	Carex praegracilis	Sedge		M	CN	1'-6" O.C.
Liner	20%	Chondropetalum tectorum	Cape Rush		L	CN	3'-0" O.C.
Liner	20%	Juncus patens	California Gray Rush		L	CN	1'-6" O.C.

TREES

SIZE	ID	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOL	NATIVE	SPACING
		TREES					
24" Box	ACE RUB	Acer rubrum 'October Glory'	Red Maple	Street Form	M	NN	As shown
15 Gal	ARB MAR	Arbutus Marina	Strawberry Tree	Standard Form	L	CN	As shown
24" Box	ARB MAR	Arbutus Marina	Strawberry Tree	Standard Form	L	CN	As shown
24" Box	CAR FAS	Carpinus betulus 'Fastigiata'	European Hornbeam	Uniform Form	M		As shown
15 Gal	CEL SIN	Celtis sinensis	Chinese Hackberry	Standard Form		NN	As shown
24" Box	CEL SIN	Celtis sinensis	Chinese Hackberry	Standard Form		NN	As shown
24" Box	CER OCC	Cercis Occidentalis	Western Redbud	Multi-Trunk	X		As Shown
24" Box	CER SIL	Ceratonia siliqua	Locust Tree	Standard Form	X		As Shown
24" Box	CHI LIN	Chilopsis linearis 'Timeless beauty'	Timeless beauty Desert Willow	Standard Form	X		As Shown
24" Box	GIN BIL	Ginko Biloba	Maidenhair tree	Male only, Standard Form	X	NN	As Shown
36" Box	GIN BIL	Ginko Biloba	Maidenhair tree	Male only, Standard Form	X	NN	As Shown
24" Box	LAG IND	Lagerstroemia indica 'Muskogee'	Crape Myrtle	Standard Form	L	NN	As Shown
15 Gal	MAL SPP	Malus Species 'Harvest Gold' Crabapple	Apple Tree	Standard Form	M		As Shown
24" Box	MAY BOA	Maytenus boaria 'Green Showers'	Mayten Tree	Standard Form			As Shown
24" Box	MOR ALB	Morus Alba 'Fruitless'	Fruitless Mulberry	Standard Form	M		As Shown
24" Box	OLE SWA	Olea 'Swan Hill'	Swan Hill Olive	Standard Form	VL		As Shown
24" Box	PIS CHI	Pistacia Chinensis	Chinese Pistache	Standard Form	L		As Shown
24" Box	PLA ACE	Platanus x acerifolia 'Columbia'	London Plane tree	Standard Form	M		As Shown
15' HT	PHO CAN	Phoenix canariensis	Canary Island Date Palm	15" Brown Trunk	L		As Shown
24" Box	PRU KRA	Prunus cerasifera 'krauter vesuvius'	Cherry Plum	Standard Form			As Shown
15 Gal	QUE AGR	Quercus agrifolia	Coast Live Oak	Low Branch	VL	CN	As shown
24" Box	QUE AGR	Quercus agrifolia	Coast Live Oak	Low Branch	VL	CN	As shown
36" Box	QUR AGR	Quercus agrifolia	Coast Live Oak	Multi Trunk	VL	CN	As shown
24" Box	QUE WIS	Quercus wislizeni	Interior Live Oak	Low Branch	VL	CN	As shown
36" Box	QUE WIS	Quercus wislizeni	Interior Live Oak	Low Branch	VL	CN	As shown
24" Box	ROB PUR	Robinia 'Purple Robe'	Robinia	Standard Form	L		As Shown
24" Box	SCH MOL	Schinus molle	California pepper tree	Standard Form			As Shown
24" Box	SCH TER	Schinus terebinthifolia	Brazilian pepper tree	Standard Form			As Shown
15 Gal	SEQ SEM	Sequoia sempervirens	Coast Redwood	Standard Form			As Shown
24" Box	SEQ SEM	Sequoia sempervirens	Coast Redwood	Standard Form			As Shown
24" Box	ULM PAR	Ulmus parvifolia 'True Green'	Chinese Elm	Standard Form	L		As Shown
36" Box	ULM PAR	Ulmus parvifolia,	Chinese Elm	Standard Form	L		As Shown
15' HT	WAS FIL	Washingtonia filifera	California Palm	15" Brown Trunk			As Shown

NOTES:
1. (BN) BAY AREA NATIVE, (CN) CALIFORNIA NATIVE, (NN) NOT NATIVE TO CALIFORNIA

2. 2" PLUGS TO BE EITHER 50 PLUG TRAY OR A 36 PLUG TRAY DEPENDING ON PLANT SPECIES

3. INCLUDE LINE ITEM FOR 10% EXTRA STOCK FOR ALL CONTAINER MATERIAL 15 GAL AND UNDER, INCLUDING BULBS.

4. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCY BETWEEN PLANS AND SCHEDULES PRIOR TO SUBMITTING BID.

5. ALL PLANTS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THEIR ARRIVAL ON THE SITE

6. THE CONTRACTOR SHALL LOCATE AND VERIFY UTILITY LINE LOCATIONS PRIOR TO PLANTING AND REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT.

7. THE LAYOUT OF PLANTS IN THE FIELD IS TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.

TREES

QUE AGR
QUERCUS AGRIFOLIA
COAST LIVE OAK

QUE WIS
QUERCUS WISLIZENI
INTERIOR LIVE OAK

SEQ SEM
SEQUOIA SEMPERVIRENS
ISLAND OAK

WAS FIL
WASINGTONIA FILIFERA
CALIFORNIA PALM

ACE RUB
ACER RUBRUM 'OCTOBER GLORY'
FREEMAN MAPLE

ARB MAR
ARBUTUS 'MARINA'
STRAWBERRY TREE

CAR BET
CARPINUS BETULUS 'FASTIGIATA'
EUROPEAN HORNBEAM

CEL SIN
CELTIS SINENSIS
CHINESE HACKBERRY

CER SIL
CERATONIA SILIQUA
CAROB TREE

CHI LIN
CHILOPSIS LINEARIS 'TIMELESS BEAUTY'
DESERT WILLOW

CER OCC
CERCIS OCCIDENTALIS
WESTERN REDBUD
MULTITRUNK

GIN BIL
GINKGO BILOBA
MAIDENHAIR TREE 'MALE ONLY'

LAG IND
LAGERSTROEMIA INDICA 'MUSKOGEE'
CRAPE MYRTLE

MAL HAR
MALUS 'HARVEST GOLD'
CRABAPPLE TREE

MAY BOA
MAYTENUS BOARIA 'GREEN SHOWERS'
MAYTEN TREE

MOR ALB
MORUS ALBA 'FRUITLESS'
FRUITLESS MULBERRY

OLE SWA
OLEA 'SWAN HILL'
SWAN HILL OLIVE

PIS CHI
PISTACIA CHINENSIS
CHINESE PISTACHE

PHO CAN
PHOENIX CANARIENSIS
CANARY ISLAND DATE PALM

PLA ACE
PLATANUS X ACERIFOLIA 'COLUMBIA'
LONDON PLANE TREE

PRU CER
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
CHERRY PLUM

SCH MOLL
SCHINUS MOLLE
CALIFORNIA PEPPER TREE

SCH TER
SCHINUS TEREBINTHIFOLIUS
BRAZILIAN PEPPER TREE

ROB PUR
ROBINIA 'PURPLE ROBE'
PURPLE ROBE ROBINIA

ULM PAR
ULMUS PARVIFOLIA 'TRUE GREEN'
CHINESE ELM

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

PLANTING SCHEDULE

L4.0

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LARGE SHRUBS

ABE GRA

ABELIA X GRANDIFLORA
GLOSSY ABELIA

ARB UNE

ARBUTUS UNEDO
'COMPACTA'

ELA PUN

ELAEAGNUS PUNGENS
SILVERTHORN

HET ARB

HETEROMELES ARBUTIFOLIA
TOYON

POD ELO

PODOCARPUS ELONGATUS
'MONMAL'
ICEE BLUE

LOW SHRUB AND GROUND COVERS

* LEY CON

LEYMUS CONDENSATUS
'CANYON PRINCE'
CANYON PRINCE WILD RYE

* ARC HOO

ARCTOSTAPHYLOS HOOKERI
MAZANITA

* BAC PIL

BACCHARIS PILULARIS 'TWIN PEAKS'
DWARF COYOTE BUSH

* MUL RIG

MULENBERIA RIGENS
DEER GRASS

* RIB SAN

RIBES SANGUINEUM
RED FLOWERING CURRANT

* CEA GLO

CEANOTHUS GLORIOSUS
POINT REYES
POINT REYES CEANOTHUS

* PIS CHI

IRIS DOUGLASIANA
PACIFIC IRIS

* DES ELO

DESCHAMPSIA ELONGATA
SLENDER HAIRGRASS

* CLE SAG

SALVIA CLEVELANDII
CLEVELAND SAGE

* TAG LEM

TAGETES LEMMONII
MEXICAN MARIGOLD

ANI BIG

ANIGOZANTHOS 'BIG RED'
RED KANGAROO PAW

GIN BIL

ARCTOSTAPHYLOS DENSIFLORA
HOWARD MCMINN
MCMINN'S MANZANITA

BAC PIL

BACCHARIS PILULARIS
'TWIN PEAKS'
DWARF COYOTE BUSH

CAL LIT

CALLISTEMON 'LITTLE JOHN'
BOTTLE BUSH

CAR DIV

CAREX DIVULSA
BERKELEY SEDGE

CEA HOR

CEANOTHUS GRISEUS
HORIZONTALIS
YANKEE POINT CEANOTHUS

COP KIR

COPROSMA KIRKII
DWARF MINOR PLANT

DIE BIC

DIETES BICOLOR
DIETES

FES CAL

FESTUCA CALIFORNICA
CALIFORNIA FESCUE

GRE SCA

GREVILLEA
'SCARLET SPRITE'
CARLET SPRITE GREVILLEA

LOM LON

LOMANDRA LONGIFOLIA
'BREEZE'
DWARF MAT RUSH

LON JAP

LONICERA JAPONICA
JAPANESE HONEY SUCKLE

PRU SAL

LOROPETALUM CHINENSE F.
RUBRUM 'RAZZLE-DAZZLE'
RAZZLE LOROPETALUM

NAN DOM

NANDINA DOMESTICA
'MOON BAY'
HEAVENLY BAMBBO

PEN ORI

PENNISETUM ORIENTALE
CHINESE FOUNTAIN GRASS

RHA CAL

RHAMNUS CALIFORNICA
'EVE CASE'
COFFEEBERRY

ROS NOA

ROSA 'NOARE' RED
FLOWER CARPET
GROUNDCOVER ROSE

ROS OFF

ROSMARINUS OFFICINALIS
ROSMARY

OLE EUR

OLEA EUROPAEA
'LITTLE OLLIE'
LITTLE OLLIE

PLU AUR

PLUMBAGO AURICULATA
BLUE PLUMBAGO

TREATMENT ZONE

CAR PRA

CAREX PRAEGRACILIS
SEDGE

CHO ELE

CHONDROPETALUM
TECTORUM
CAPE RUSH

JUN PAT

JUNCUS PATENS
CALIFORNIA GRAY RUSH

* ACH MIL

ACHILLEA MILLEFOLIUM
YARROW

* CAR PAN

CAREX PANSA
WESTERN MEADOW SAGE

CALIFORNIA NATIVE PLANTS

*

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MAKING WAVES
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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

PLANTING
SCHEDULE

L4.1

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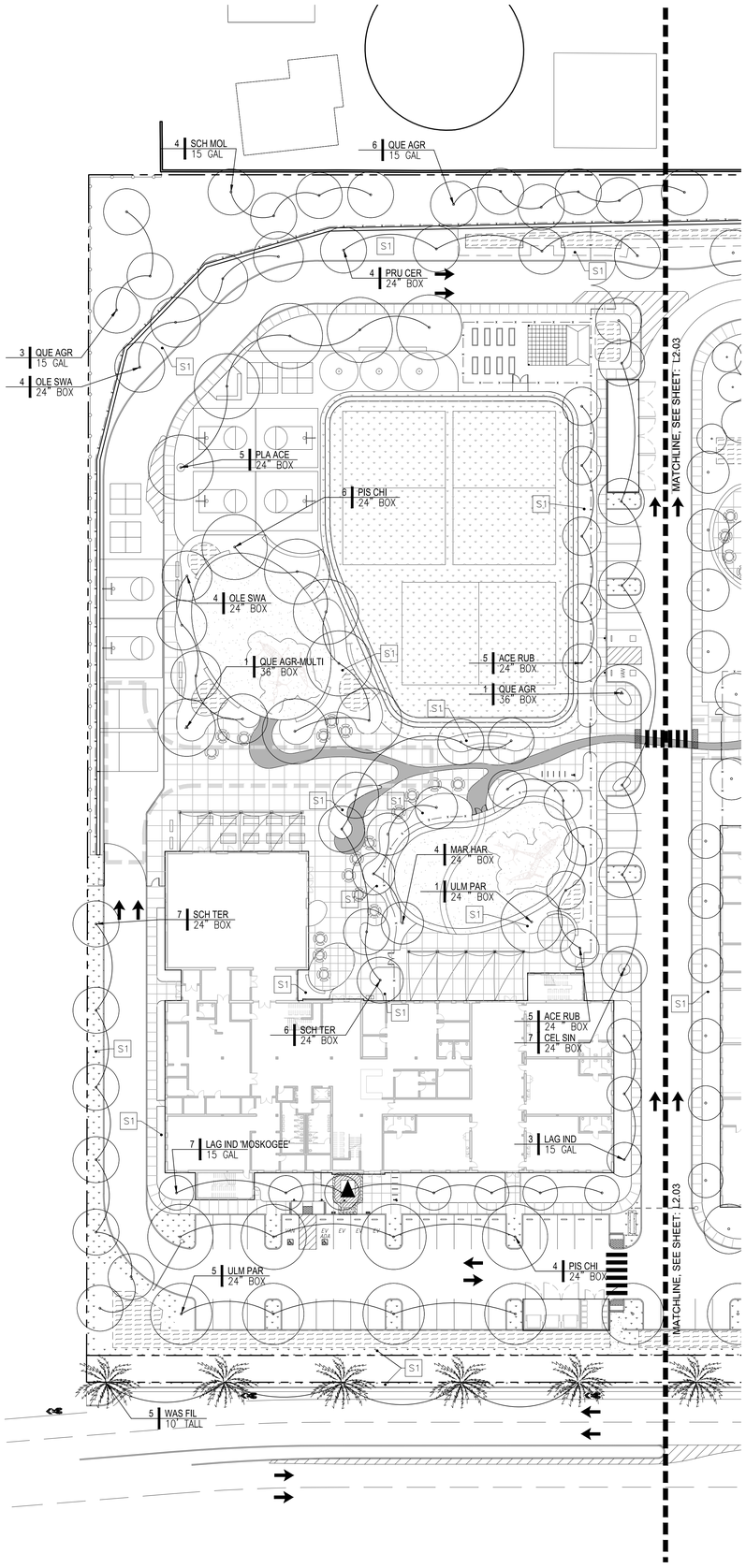
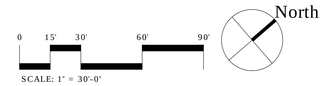
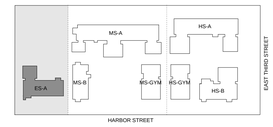


NOTE:
TOTAL LANDSCAPE COVERAGE AT ELEMENTARY SCHOOL: 106,455Ift.



SCALE: 1" = 30'-0"



KEY MAP, NTS.

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

PLANTING PLAN

L4.2

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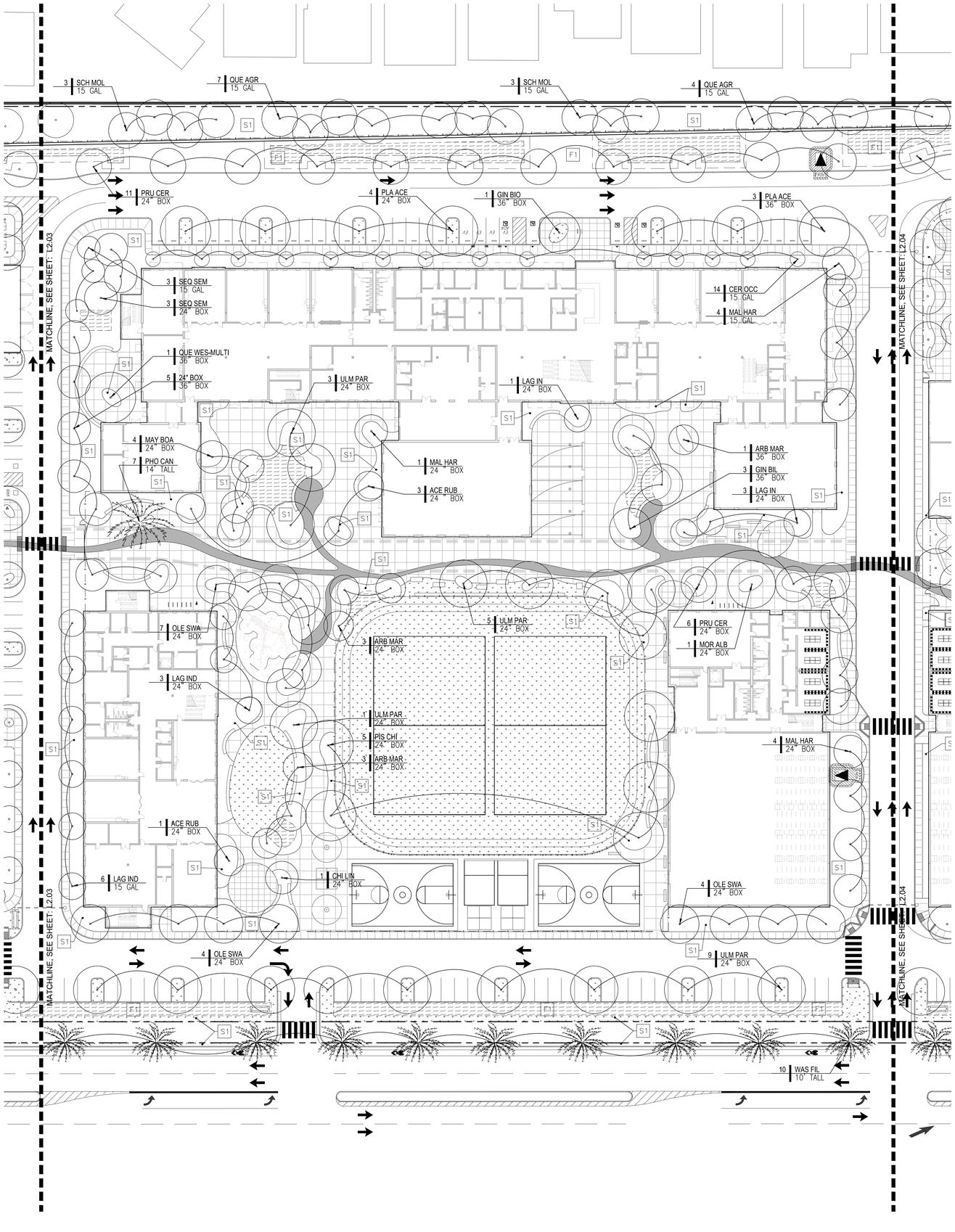

NOTE:
TOTAL LANDSCAPE COVERAGE AT MIDDLE SCHOOL: 175,361ft.

0 15' 30' 60' 90'

SCALE: 1" = 30'-0"

North

KEY MAP, NTS.

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
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PLANTING PLAN

L4.3

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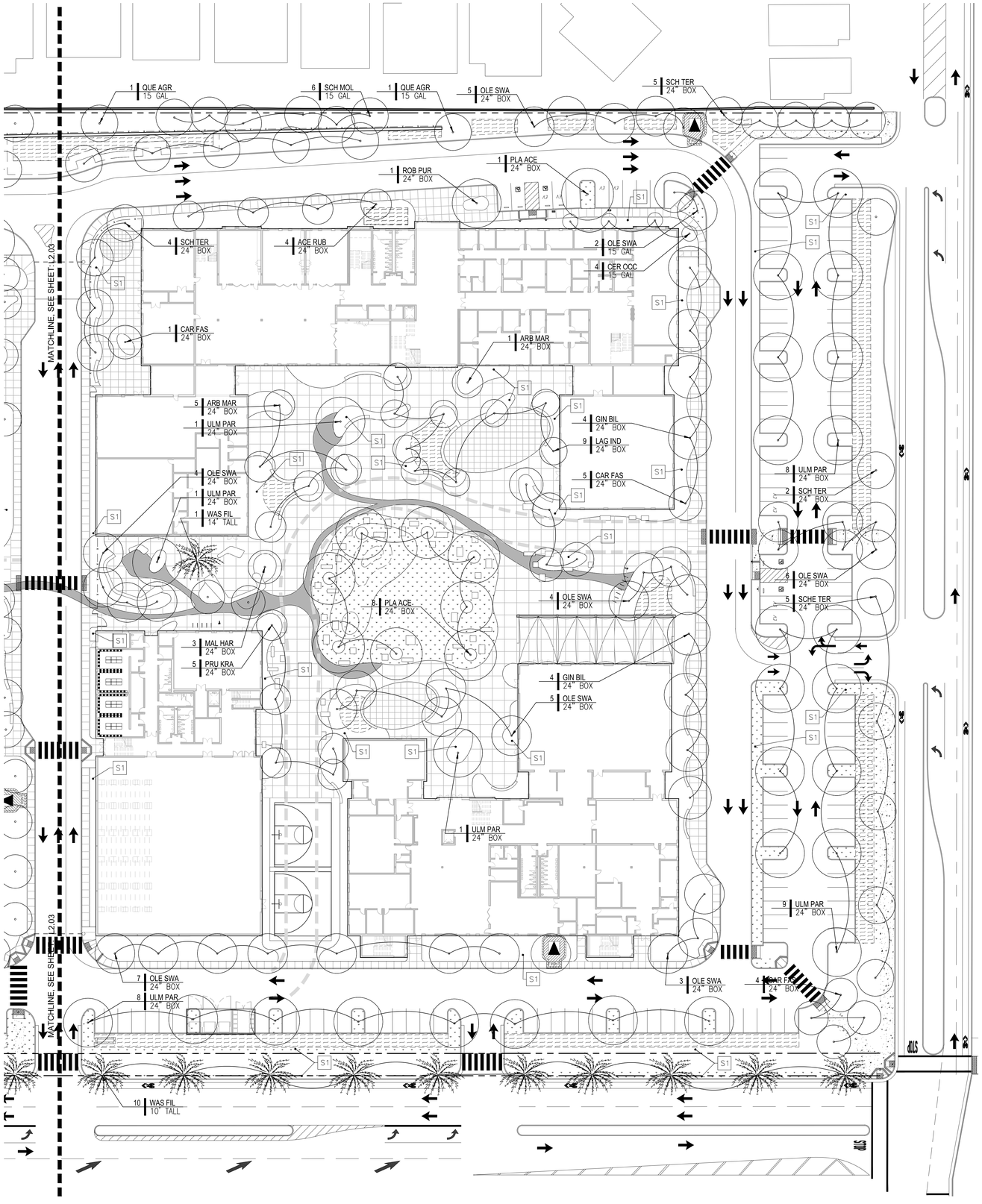

NOTE:
TOTAL LANDSCAPE COVERAGE AT HIGH SCHOOL: 137,022|ft.

0 15' 30' 60' 90'

SCALE: 1" = 30'-0"

North

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PLANTING PLAN

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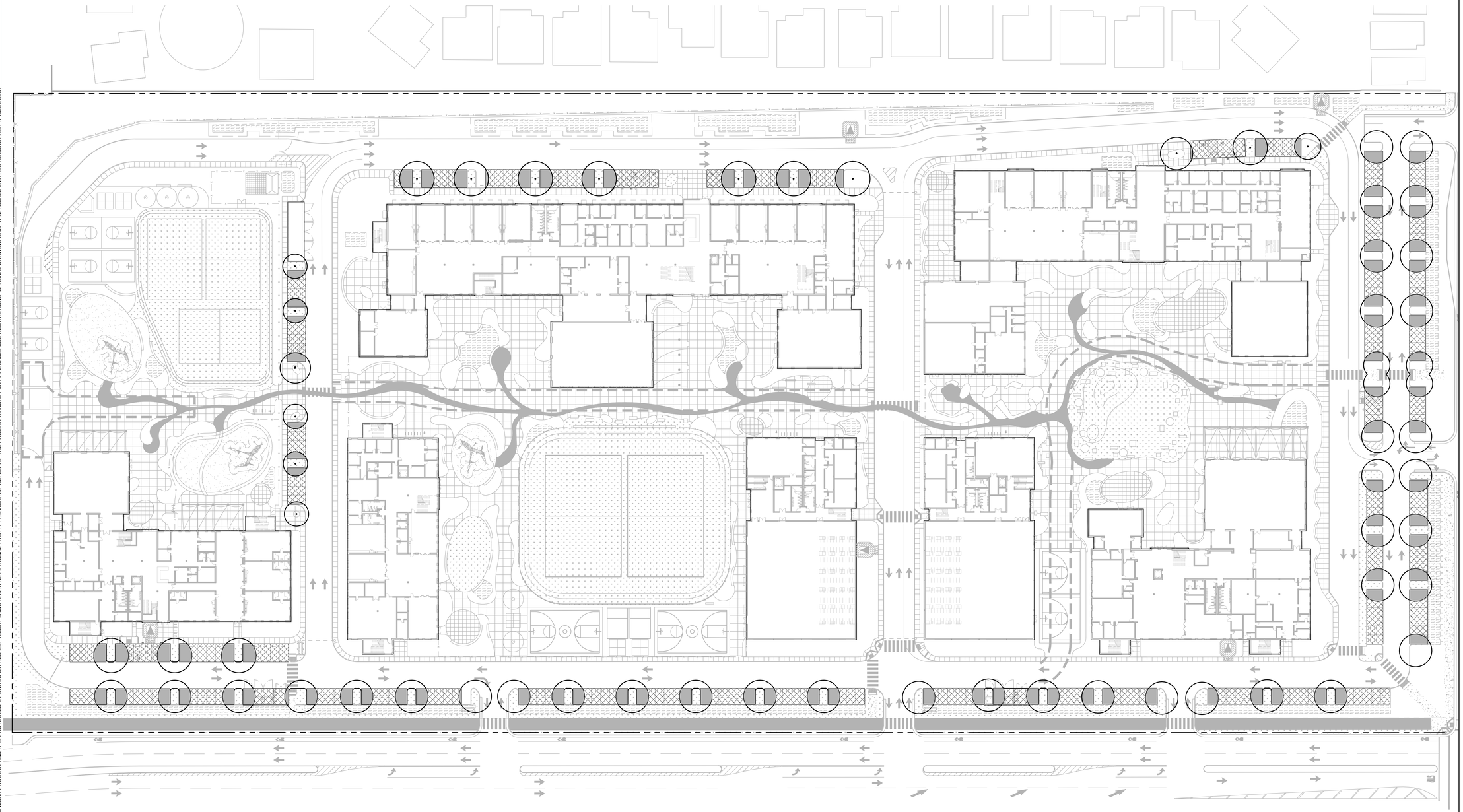

SHADE CALCULATIONS		
LEGEND		TOTAL SQ. FT.
	PARKING SURFACE	42,270
	TREE CANOPY SHADE	16,440
SHADE-TO-PARKING SURFACE RATIO		38.9%

North

0 20' 40' 80' 120'

SCALE: 1" = 40'-0"

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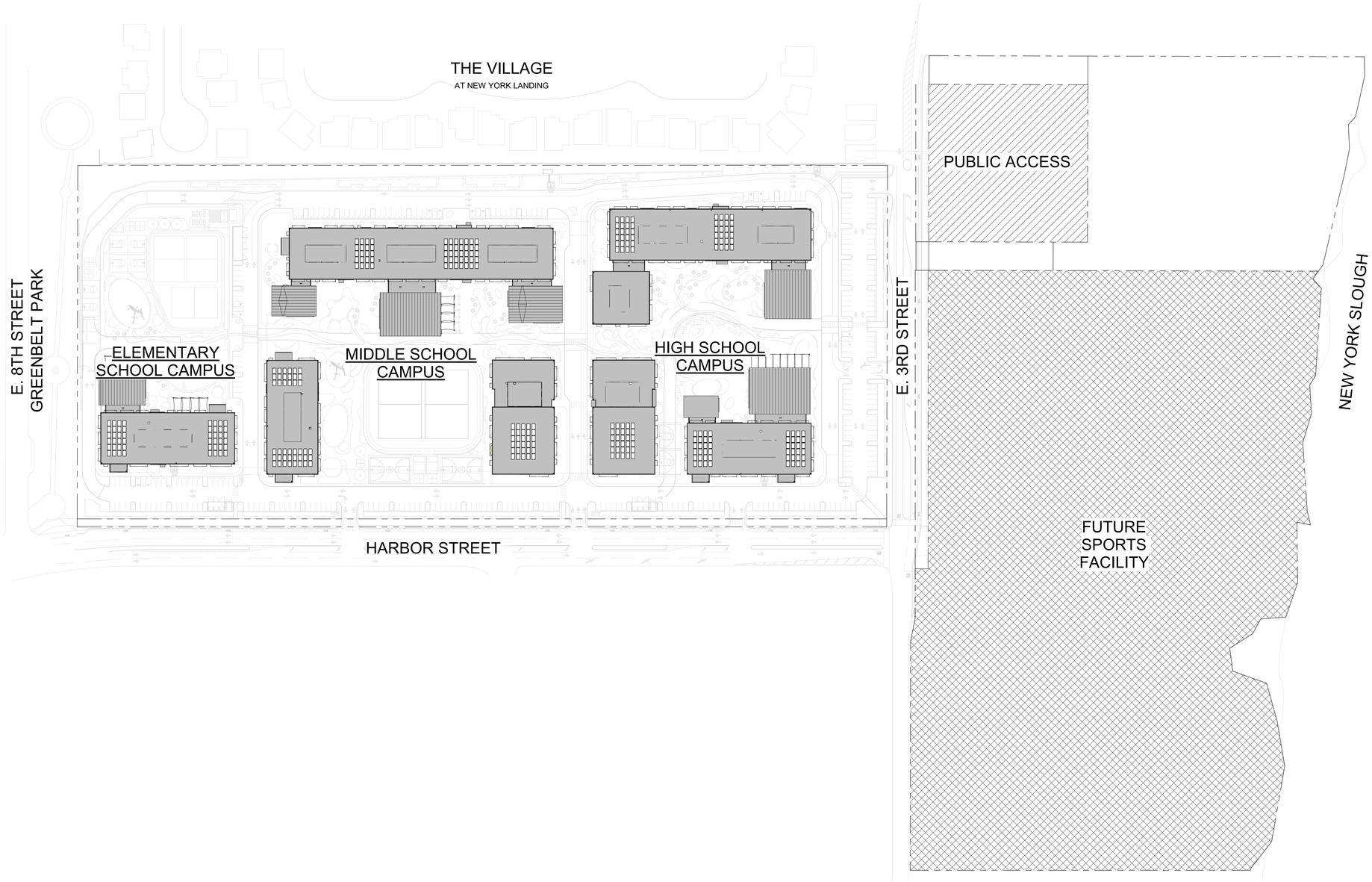
PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

SHADE STUDY

L5.0

Attachment 5 - Project Plans (4 of 4)



1 SITE PLAN - NIEGHBORHOOD CONTEXT
1" = 80'-0"

TRUE

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MAKING WAVES
ACADEMY
PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

STRUCTURAL ENGINEER
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0 40' 80' 160'

NEIGHBORHOOD CONTEXT

AA1.01

C:_Revit local Projects\1607_SITE_PKG_CENTRAL_wu.rvt
9/7/2018 4:42:23 PM
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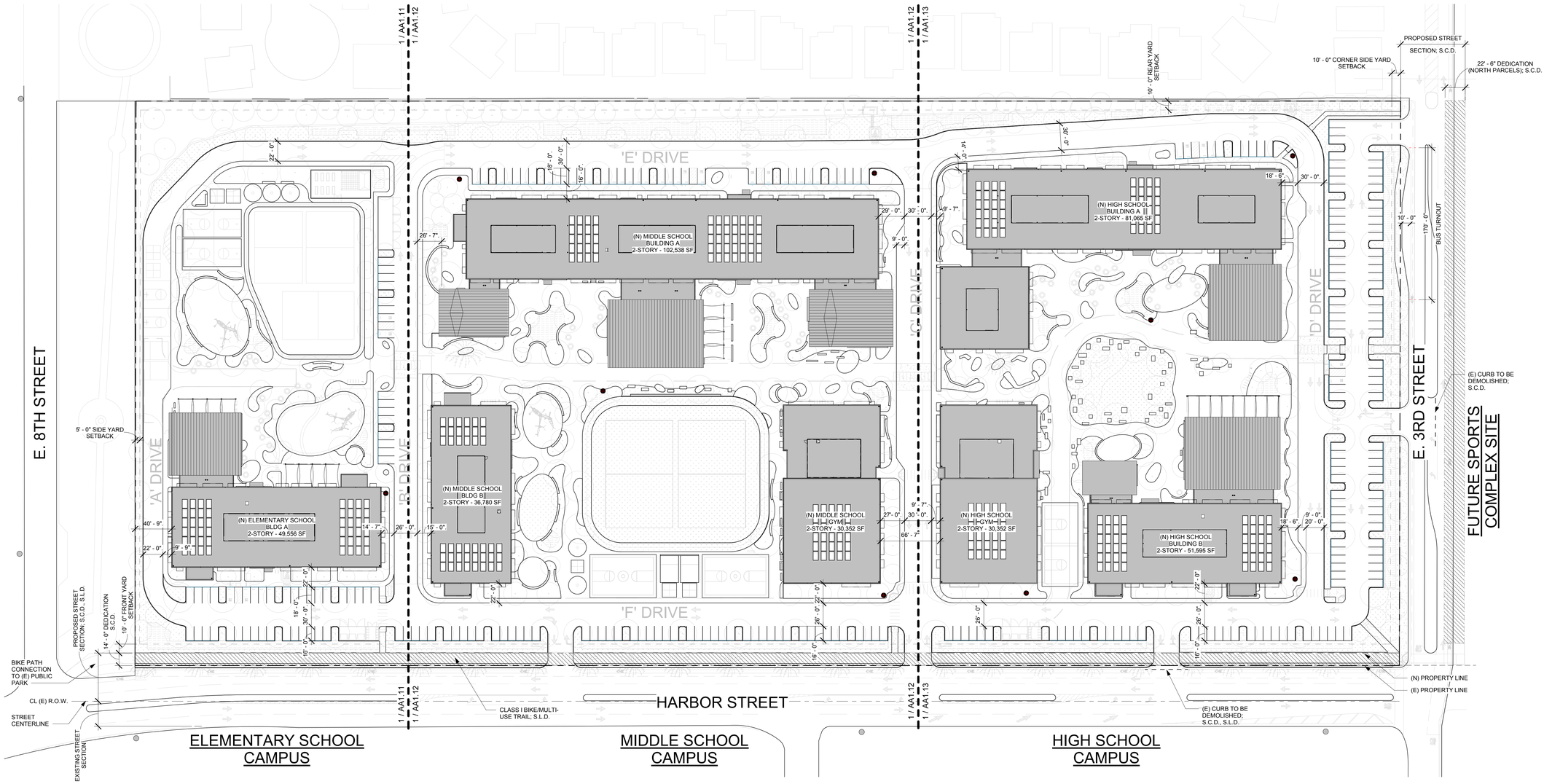
GENERAL NOTES

1. REFER TO PROJECT INFORMATION SHEET AA0.02 FOR BUILDING AREAS AND HEIGHTS.
2. SEE ENLARGED CAMPUS SITE PLANS FOR ADDITIONAL INFORMATION.
3. REFER TO SURVEY AND CIVIL DRAWINGS FOR PROPERTY LINE AND EASEMENT INFORMATION.
4. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION.
5. SEE CIVIL DRAWINGS FOR FRONTAGE IMPROVEMENTS.

LEGEND

- (E) PROPERTY LINE
- (N) PROPERTY LINE
- DEDICATION ZONE
- LINE OF (E) CURB TO BE DEMOLISHED; S.C.D, S.L.D.
- (N) FIRE HYRDANT, S.C.D.
- (E) FIRE HYRDANT, S.C.D.



1 SITE PLAN - ROOF PLAN
1" = 50'-0"

TRUE

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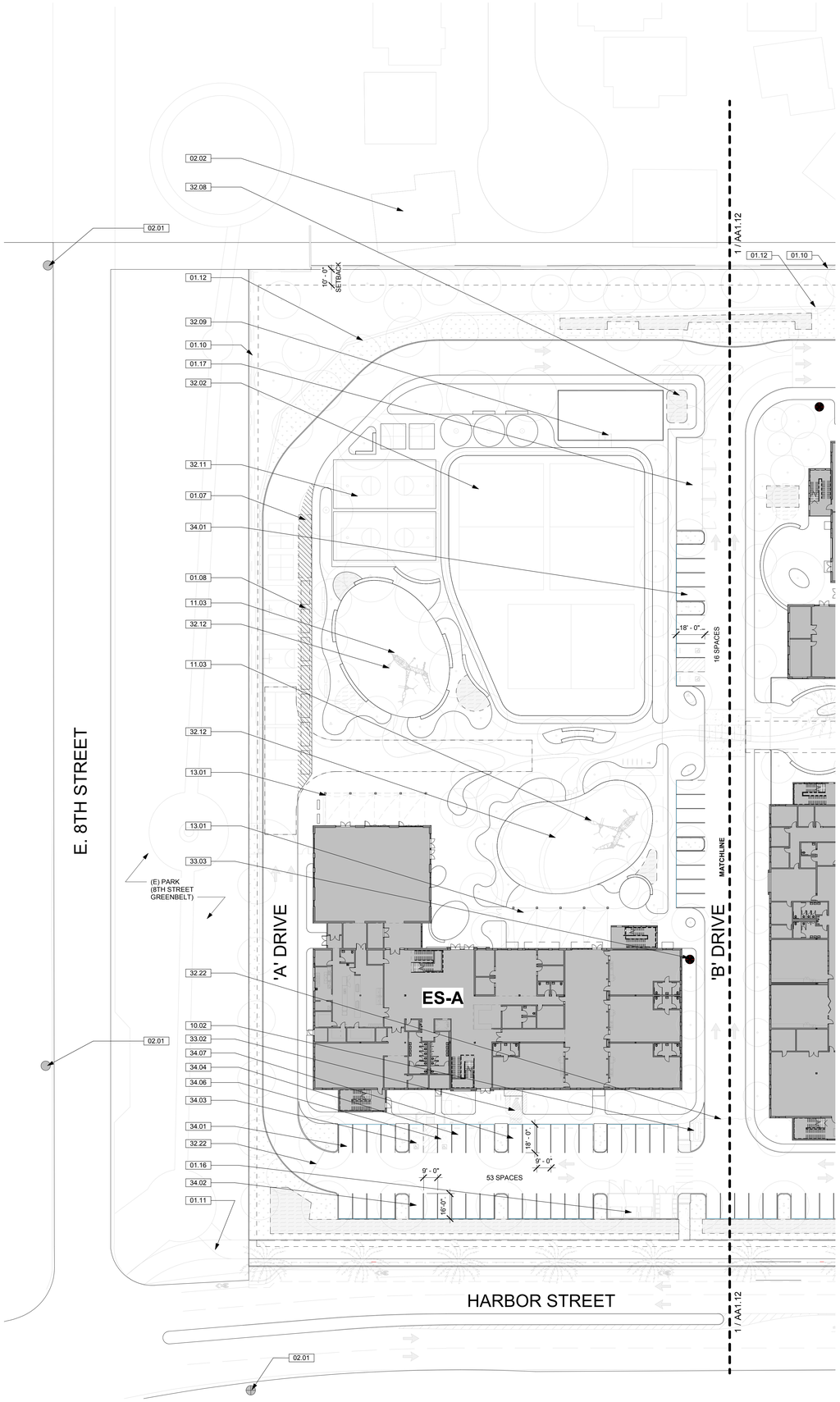
0 25' 50' 100'

SITE PLAN - OVERALL

AA1.10



1 SITE PLAN - ELEMENTARY SCHOOL CAMPUS
1/32" = 1'-0"

GENERAL NOTES

1. REFER TO PROJECT INFORMATION SHEET AA0.02 FOR BUILDING AREAS AND HEIGHTS.
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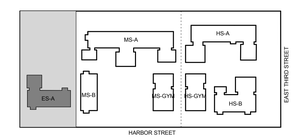
4. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION.
5. SEE CIVIL DRAWINGS FOR FRONTAGE IMPROVEMENTS.

KEYNOTES

01.07	BUS LOADING ZONE
01.08	9'-0" WIDE VEHICULAR DROP-OFF ZONE
01.10	PROPERTY LINE; SEE SURVEY; S.C.D.
01.11	BIKE PATH CONNECTION TO (E) PUBLIC PARK
01.12	RETAINING WALL; S.C.D.
01.16	TRASH ENCLOSURE
01.17	STORAGE SHED
02.01	(E) FIRE HYDRANT
02.02	(E) SINGLE FAMILY RESIDENCE
10.02	11'-0" LONG X 5'-6" HIGH READER SIGN
11.03	PLAY STRUCTURE, S.L.D.
13.01	TENSILE FABRIC SHADE STRUCTURE
32.02	ARTIFICIAL TURF FIELD, S.C.D.; S.L.D.
32.08	BMP AREA; S.C.D.; S.L.D.
32.09	EXTERIOR GARDEN; S.L.D.
32.11	BASKETBALL COURTS; S.C.D., S.L.D.
32.12	SAFETY SURFACE;, S.L.D.
32.22	VEHICULAR ACCESS CONTROL BOOM GATE
33.02	TRANSFORMER, S.C.D.
33.03	(N) FIRE HYDRANT
34.01	STANDARD PARKING STALL (9'X18')
34.02	PARKING STALL (9'X16')
34.03	ADA PARKING STALL (9'X18')
34.04	EVCS STANDARD PARKING STALL (9'X18')
34.06	EVCS ADA PARKING STALL (9'X18')
34.07	CAR/VAN POOL/ LOW-EMITTING STALL

TRUE



KEY MAP, NTS.

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PLANNING SUBMITTAL

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ENLARGED SITE PLAN - ELEMENTARY SCHOOL CAMPUS

AA1.11

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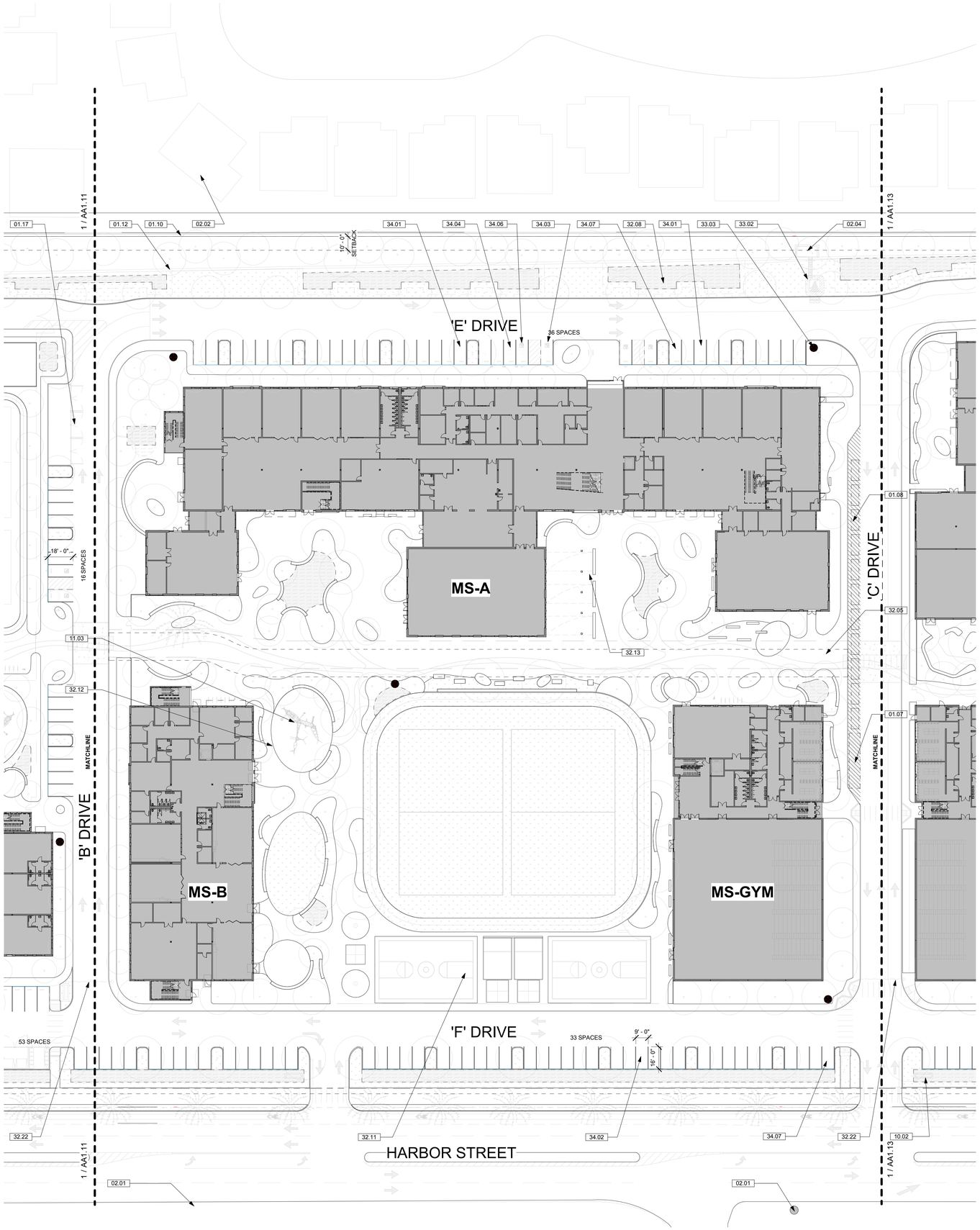

1 SITE PLAN - MIDDLE SCHOOL CAMPUS
1/32" = 1'-0"

GENERAL NOTES

1. REFER TO PROJECT INFORMATION SHEET AA0.02 FOR BUILDING AREAS AND HEIGHTS.
2. SEE ENLARGED CAMPUS SITE PLANS FOR ADDITIONAL INFORMATION.
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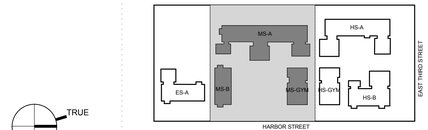
4. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION.
5. SEE CIVIL DRAWINGS FOR FRONTAGE IMPROVEMENTS.

KEYNOTES

01.07	BUS LOADING ZONE
01.08	9'-0" WIDE VEHICULAR DROP-OFF ZONE
01.10	PROPERTY LINE; SEE SURVEY; S.C.D.
01.12	RETAINING WALL; S.C.D.
01.16	TRASH ENCLOSURE
01.17	STORAGE SHED
02.01	(E) FIRE HYDRANT
02.02	(E) SINGLE FAMILY RESIDENCE
02.04	(E) BACKFLOW PREVENTER, S.C.D.
10.02	11'-0" LONG X 5'-6" HIGH READER SIGN
11.03	PLAY STRUCTURE, S.L.D.
32.05	FIRE TRUCK ACCESS LANE (SHOWN DASHED); S.C.D.
32.08	BMP AREA; S.C.D.; S.L.D.
32.11	BASKETBALL COURTS; S.C.D., S.L.D.
32.12	SAFETY SURFACE;, S.L.D.
32.13	SHADE STRUCTURE OVER OUTDOOR EATING AREA
32.22	VEHICULAR ACCESS CONTROL BOOM GATE
33.02	TRANSFORMER, S.C.D.
33.03	(N) FIRE HYDRANT
34.01	STANDARD PARKING STALL (9'X18')
34.02	PARKING STALL (9'X16')
34.03	ADA PARKING STALL (9'X18')
34.04	EVCS STANDARD PARKING STALL (9'X18')
34.06	EVCS ADA PARKING STALL (9'X18')
34.07	CAR/VAN POOL/ LOW-EMITTING STALL



KEY MAP, NTS.

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

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ENLARGED SITE PLAN - MIDDLE SCHOOL CAMPUS

AA1.12

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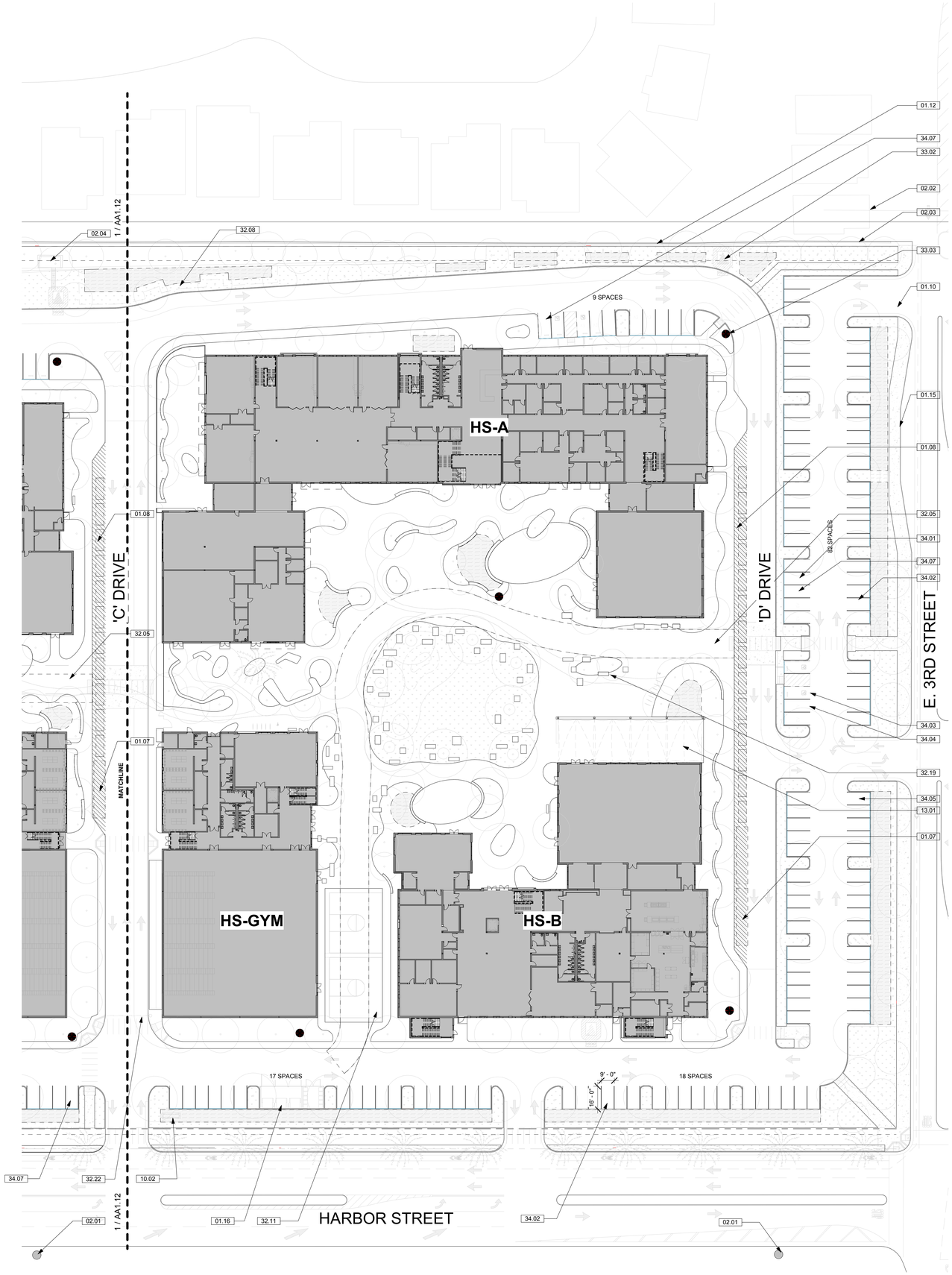

1 SITE PLAN - HIGH SCHOOL CAMPUS
1/32" = 1'-0"

GENERAL NOTES

1. REFER TO PROJECT INFORMATION SHEET AA0.02 FOR BUILDING AREAS AND HEIGHTS.
2. SEE ENLARGED CAMPUS SITE PLANS FOR ADDITIONAL INFORMATION.
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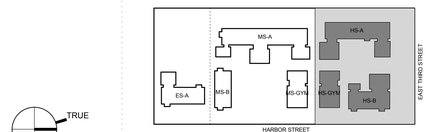
4. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION.
5. SEE CIVIL DRAWINGS FOR FRONTAGE IMPROVEMENTS.

KEYNOTES

01.07	BUS LOADING ZONE
01.08	9'-0" WIDE VEHICULAR DROP-OFF ZONE
01.10	PROPERTY LINE; SEE SURVEY; S.C.D.
01.12	RETAINING WALL; S.C.D.
01.15	BUS STOP; S.C.D.
01.16	TRASH ENCLOSURE
02.01	(E) FIRE HYDRANT
02.02	(E) SINGLE FAMILY RESIDENCE
02.03	(E) SOUND WALL TO REMAIN
02.04	(E) BACKFLOW PREVENTER, S.C.D.
10.02	11'-0" LONG X 5'-6" HIGH READER SIGN
13.01	TENSILE FABRIC SHADE STRUCTURE
32.05	FIRE TRUCK ACCESS LANE (SHOWN DASHED); S.C.D.
32.08	BMP AREA; S.C.D.; S.L.D.
32.11	BASKETBALL COURTS; S.C.D., S.L.D.
32.19	P.I.P. CONCRETE SEAT WALL; S.L.D.
32.22	VEHICULAR ACCESS CONTROL BOOM GATE
33.02	TRANSFORMER, S.C.D.
33.03	(N) FIRE HYDRANT
34.01	STANDARD PARKING STALL (9'X18')
34.02	PARKING STALL (9'X16')
34.03	ADA PARKING STALL (9'X18')
34.04	EVCS STANDARD PARKING STALL (9'X18')
34.05	EVCS COMPACT PARKING STALL (9'X16')
34.07	CAR/VAN POOL/ LOW-EMITTING STALL



KEY MAP, NTS.

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL	05.11.2018
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ENLARGED SITE PLAN - HIGH SCHOOL CAMPUS

AA1.13

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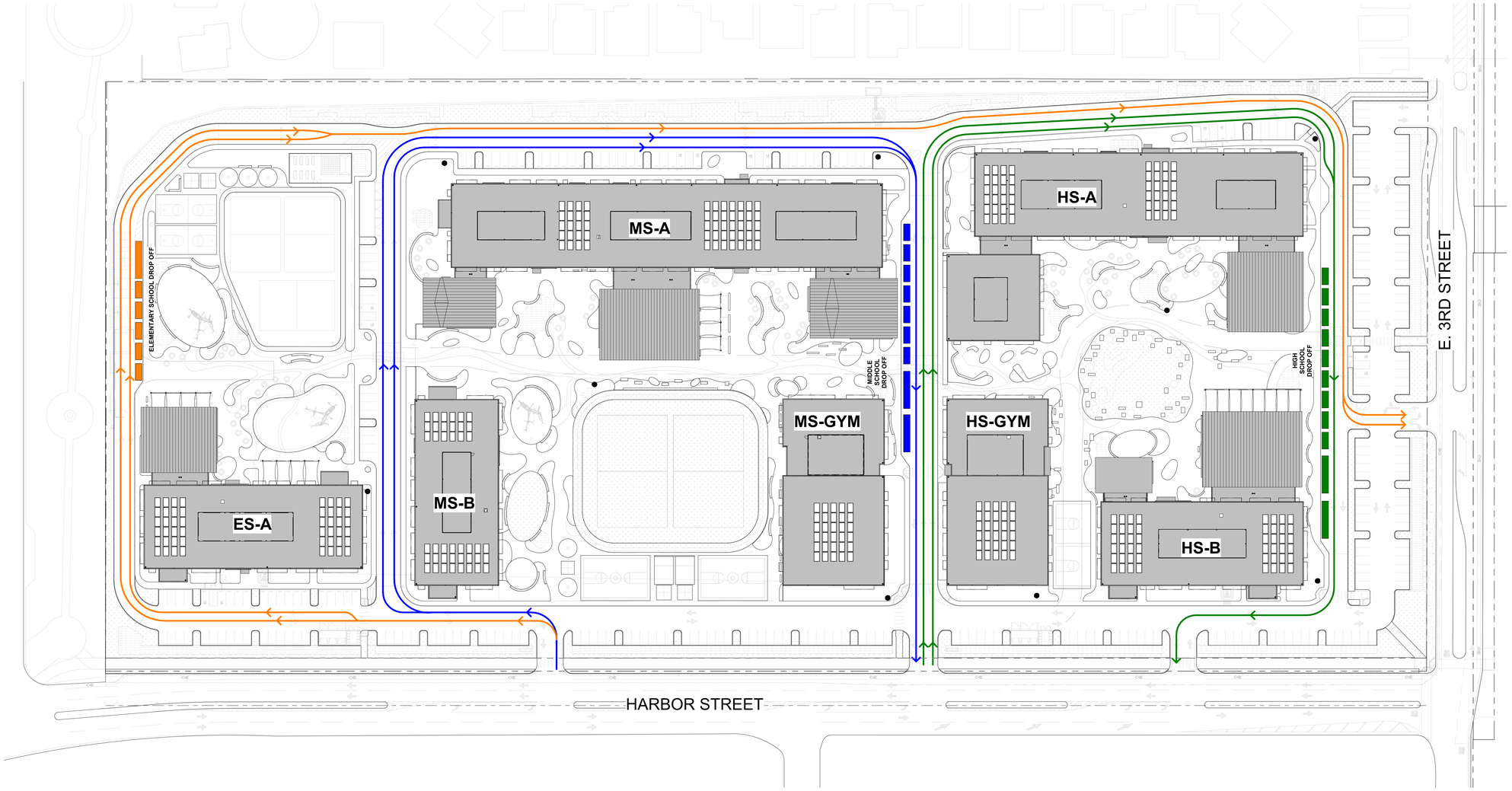

1 TRAFFIC DIAGRAM - DROP-OFF AND PICK-UP
1" = 50'-0"

LEGEND

- ELEMENTARY SCHOOL DROP-OFF / PICK-UP CIRCULATION
- MIDDLE SCHOOL DROP-OFF / PICK-UP CIRCULATION
- HIGH SCHOOL DROP-OFF / PICK-UP CIRCULATION
- VEHICLE CURB-SIDE DROP-OFF CAPACITY
- SCHOOL BUS CURB-SIDE DROP-OFF CAPACITY

NOTE: THIS SHEET INTENDED TO BE PRINTED IN COLOR

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0 25' 50' 100'

TRAFFIC DIAGRAM - DROP-OFF AND PICK-UP

AA1.20

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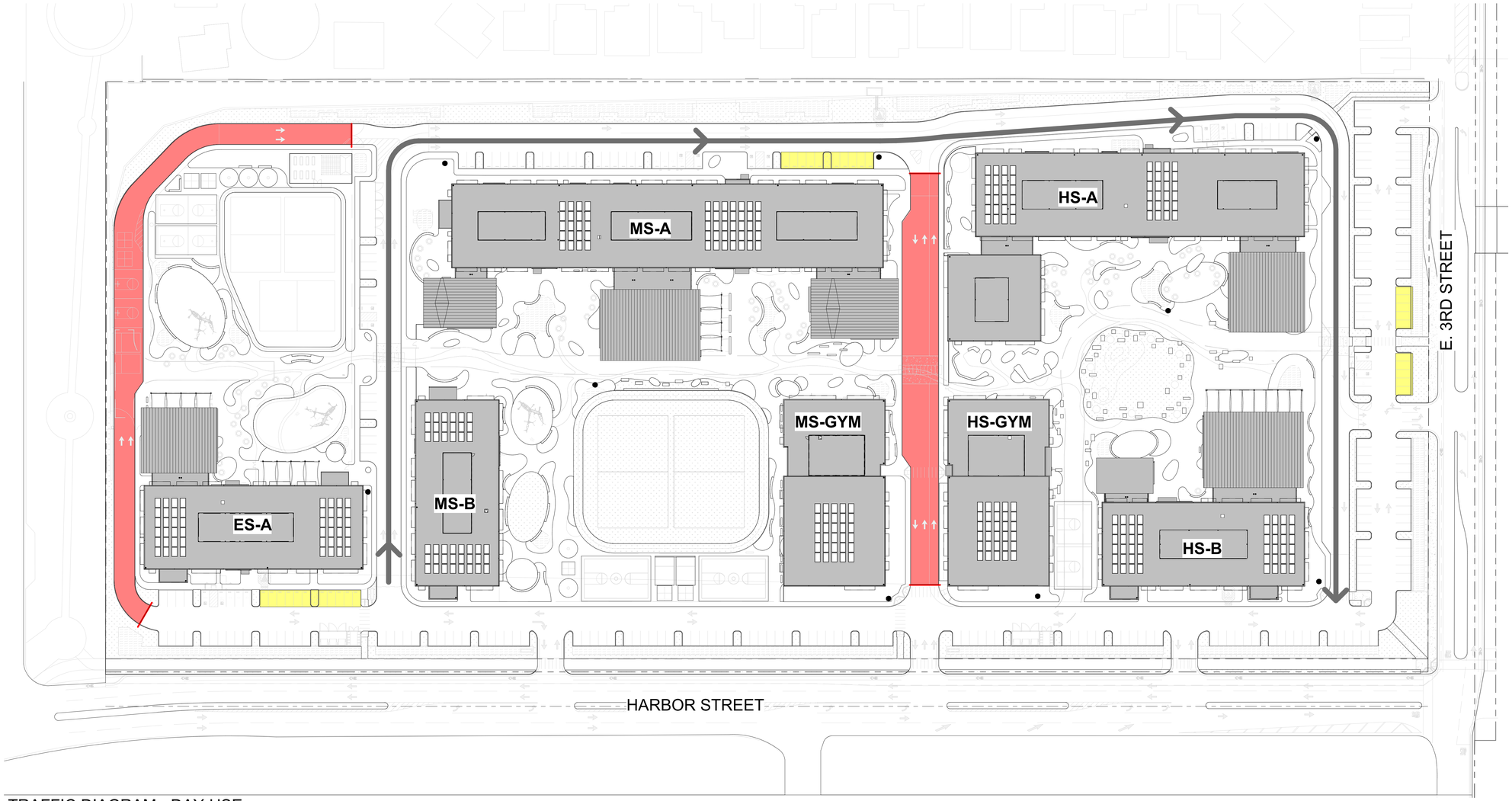

1 TRAFFIC DIAGRAM - DAY-USE
1" = 50'-0"

LEGEND

- DAY-TIME CIRCULATION LOOP
- OPTIONAL DAYTIME CLOSURE AREA
- VISITOR PARKING AREA
- CONTROL POINT: GATE OR BOOM GATE

NOTE: THIS SHEET INTENDED TO BE PRINTED IN COLOR

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PLANNING SUBMITTAL

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0 25' 50' 100'

TRAFFIC DIAGRAM - DAY-USE

AA1.21

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C:_Revit local Projects\1607_SITE_PATH_CENTRAL_acv14

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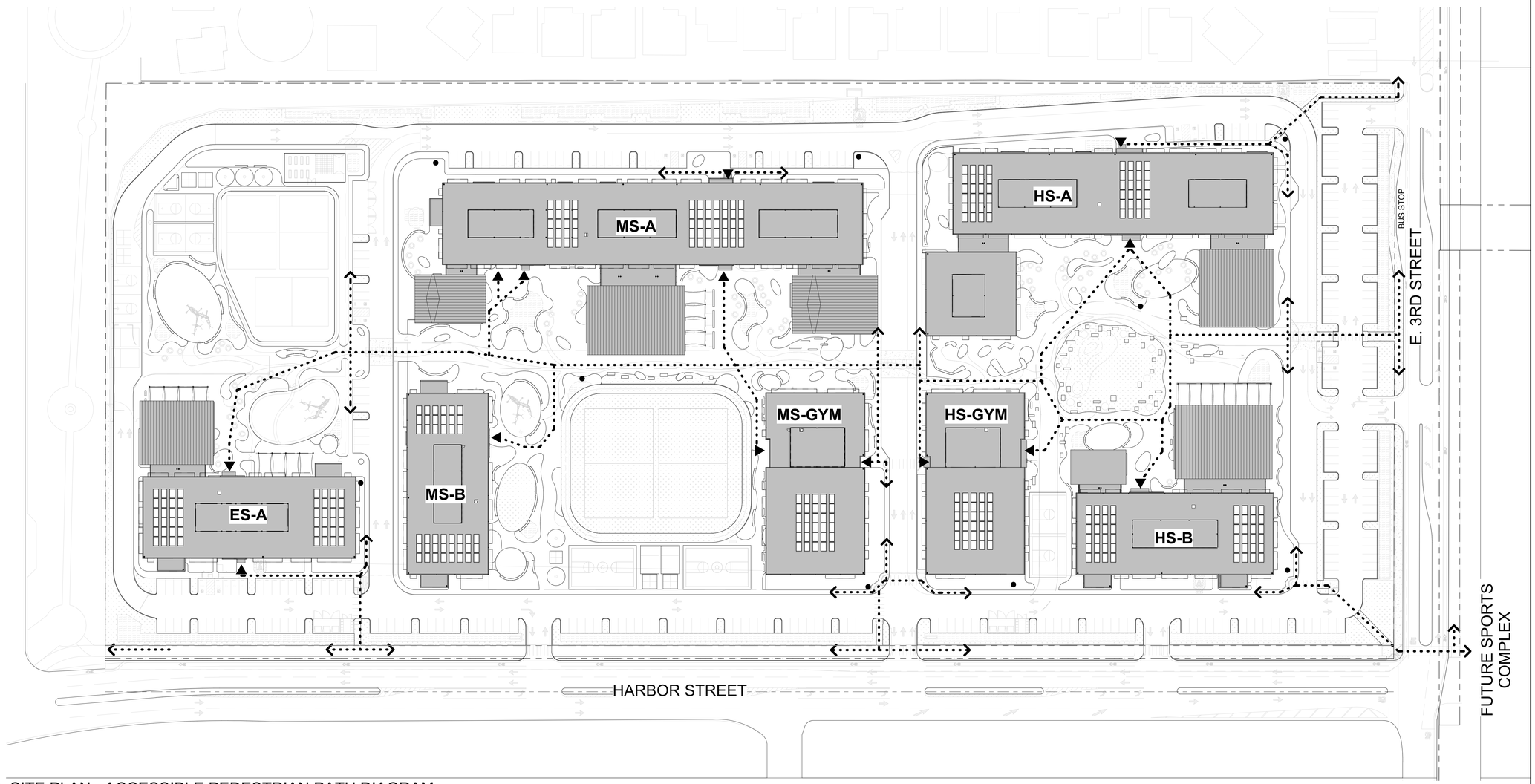

1 SITE PLAN - ACCESSIBLE PEDESTRIAN PATH DIAGRAM
1" = 50'-0"

LEGEND

- MAIN ACCESSIBLE PEDESTRIAN PATH
- MAIN BUILDING ENTRY

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Architecture

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510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

STRUCTURAL ENGINEER
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SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

0 25' 50' 100'

SITE PEDESTRIAN ACCESS DIAGRAM

AA1.22

C:_Revit local Projects\1607_SITE_FIG_CENTRAL_acv14

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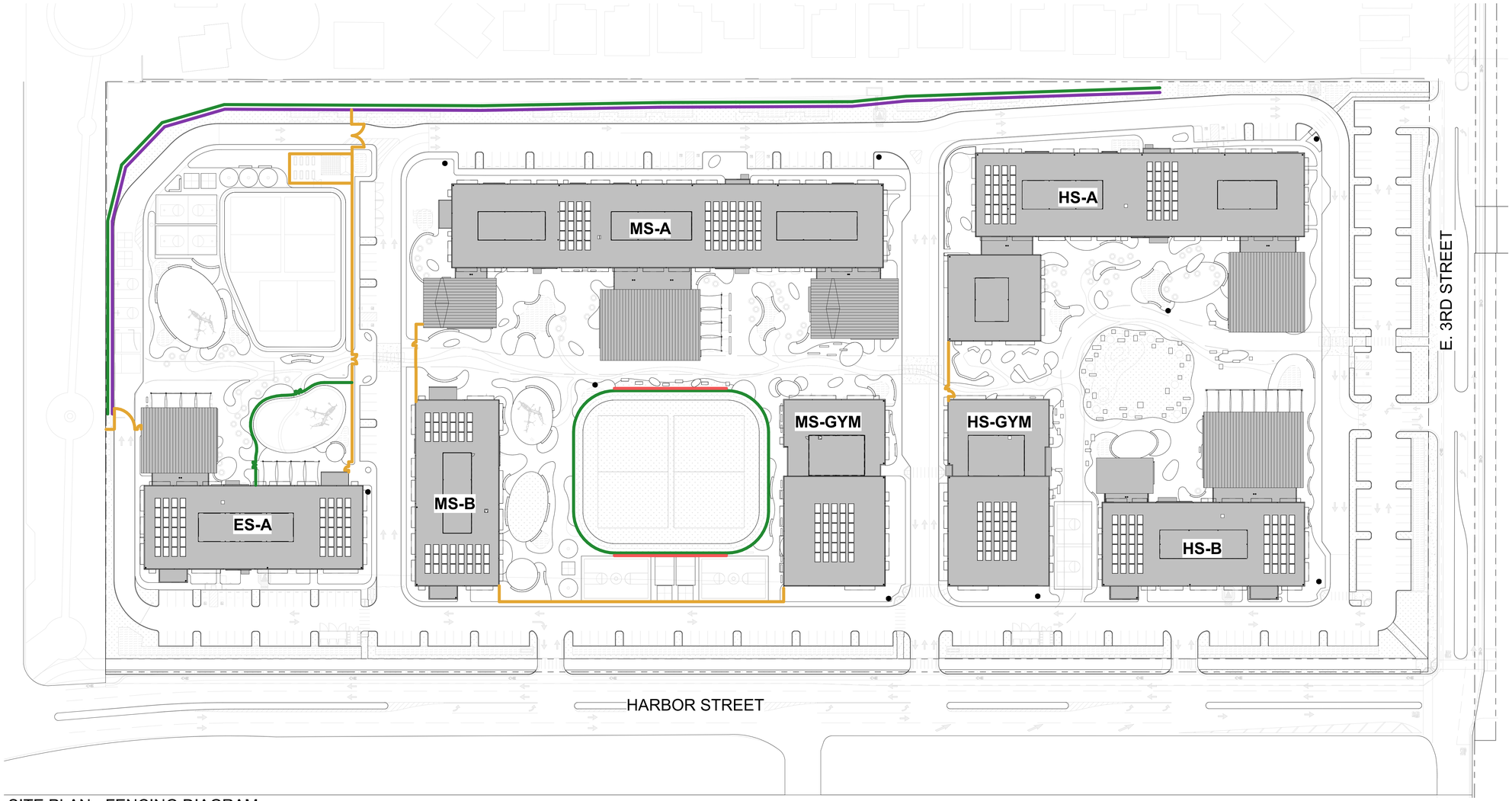

1 SITE PLAN - FENCING DIAGRAM
1" = 50'-0"

LEGEND

- 4' TALL FENCING; SEE LANDSCAPE DRAWINGS
- 6' TALL FENCING; SEE LANDSCAPE DRAWINGS
- 12' TALL BLACK NYLON NETTING OVER 6' TALL FENCE; SEE LANDSCAPE DRAWINGS
- WOOD AND STEEL SOLDIER PILE RETAINING WALL; HEIGHT VARIES; SEE LANDSCAPE DRAWINGS

NOTE: THIS SHEET INTENDED TO BE PRINTED IN COLOR

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

0 25' 50' 100'

FENCING DIAGRAM

AA1.23

9/7/2018 9:47:20 PM

C:\Revit local Projects\1607_SITE_FIRE_CENTRAL_wu.rvt

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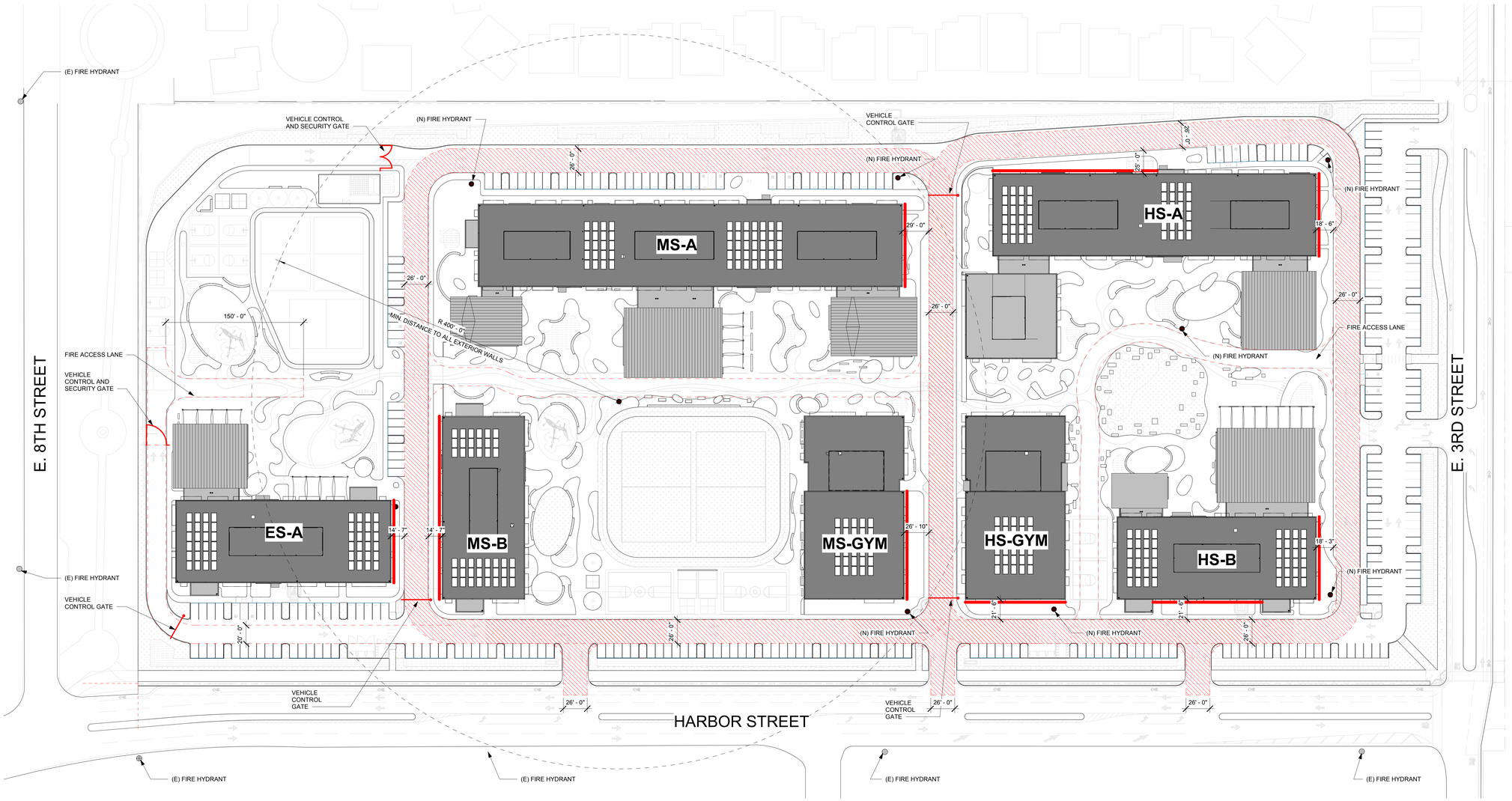
GENERAL NOTES

1. REFER TO CIVIL DRAWINGS FOR UTILITIES INCLUDING FIRE HYDRANT LOCATIONS.
2. REFER TO CIVIL DRAWINGS FOR FIRE ACCESS TURNING RADIUS EXHIBIT.
3. VEHICLE CONTROL GATES AT FIRE ACCESS LANES SHALL HAVE A MINIMUM CLEAR WIDTH OF 20 FEET; S.L.D.

LEGEND

- 26 FT. MIN. FIRE AERIAL ACCESS ROAD
- 20 FT. MIN. FIRE ACCESS ROAD
- BUILDING ACCESS TO AERIAL FIRE APPARATUS ACCESS ROAD (FOR PORTIONS OF BUILDINGS GREATER THAN 30 FT. IN HEIGHT)
- (N) FIRE HYRDANT, S.C.D.
- (E) FIRE HYRDANT, S.C.D.



1 SITE PLAN - FIRE ACCESS DIAGRAM
1" = 50'-0"

TRUE

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

0 25' 50' 100'

FIRE ACCESS DIAGRAM

AA1.24

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8/7/2018 3:33:04 PM

TR-1 TRESPA EXTERIOR PANEL DARK DENIM

TR-5 TRESPA EXTERIOR PANEL SPRING GREEN

FM-1 FUNDERMAX EXTERIOR PANEL GRAPE

GLAZING
LOW-E GLAZING

PREFINISHED STOREFRONT
MULLIONS & PREFINISHED
ALUMINUM SUN SHADES
CLEAR ANODIZED ALUMINUM

PREFINISHED
METAL ROOF & FASCIA
AEP SPAN COOL REGAL BLUE

4 MATERIAL PALETTE - CAMPUS
12" = 1'-0"

TR-1 TRESPA EXTERIOR PANEL DARK DENIM

TR-3 TRESPA EXTERIOR PANEL VERDIGRIS

TR-4 TRESPA EXTERIOR PANEL RED ORANGE

PT-9 BENJAMIN MOORE PAINT 1616, STORMY SKY

PT-1 BENJAMIN MOORE PAINT 1614, ROCK GRAY

PT-7 BENJAMIN MOORE PAINT 769, DREAM I CAN FLY

PT-8 BENJAMIN MOORE PAINT 776, SANTA MONICA BLUE

3 MATERIAL PALETTE - HS
12" = 1'-0"

TR-1 TRESPA EXTERIOR PANEL DARK DENIM

TR-2 TRESPA EXTERIOR PANEL GOLD YELLOW

PT-9 BENJAMIN MOORE PAINT 1616, STORMY SKY

PT-2 BENJAMIN MOORE PAINT 1614, DELRAY GRAY

PT-10 BENJAMIN MOORE PAINT 2061-60, CHAMPION COBALT

PT-5 BENJAMIN MOORE PAINT 663, TEAL TONE

PT-6 BENJAMIN MOORE PAINT 726, RENDEZVOUS BAY

2 MATERIAL PALETTE - MS
12" = 1'-0"

TR-1 TRESPA EXTERIOR PANEL DARK DENIM

TR-3 TRESPA EXTERIOR PANEL VERDIGRIS

PT-1 BENJAMIN MOORE PAINT 1615, ROCK GRAY

PT-10 BENJAMIN MOORE PAINT 2061-60, CHAMPION COBALT

PT-3 BENJAMIN MOORE PAINT 2028-30, TEQUILA LIME

PT-4 BENJAMIN MOORE PAINT 2028-10, IGUANA GREEN

1 MATERIAL PALETTE - ES
12" = 1'-0"

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

DRB SUBMITTAL

PROJECT NO.: 1607.00

420 EAST THIRD STREET | PITTSBURG, CA 94565

PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018

0 4' 8' 16'

MATERIALS PALETTE

AA3.00

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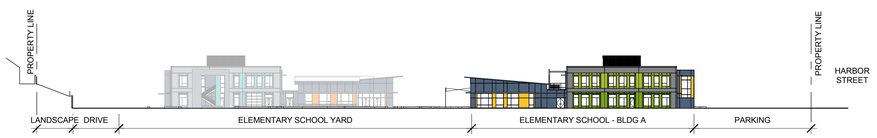
9/7/2018 4:13:10 PM

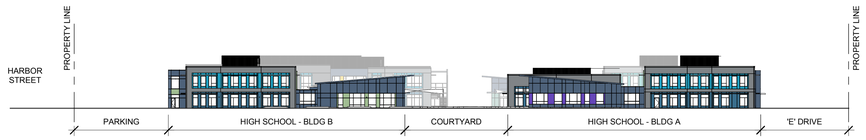
GENERAL NOTES

1. SEE INDIVIDUAL BUILDING ELEVATIONS FOR MORE INFORMATION.

4 OVERALL SITE - EXTERIOR ELEVATION WEST - 'E' DRIVE
1" = 50'-0"



2 OVERALL SITE - EXTERIOR ELEVATION SOUTH - 'A' DRIVE
1" = 50'-0"



3 OVERALL SITE - EXTERIOR ELEVATION NORTH - EAST 3RD STREET
1" = 50'-0"

1 OVERALL SITE - EXTERIOR ELEVATION EAST - HARBOR STREET
1" = 50'-0"

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018

0 25' 50' 100'

SITE EXTERIOR ELEVATIONS

AA3.01

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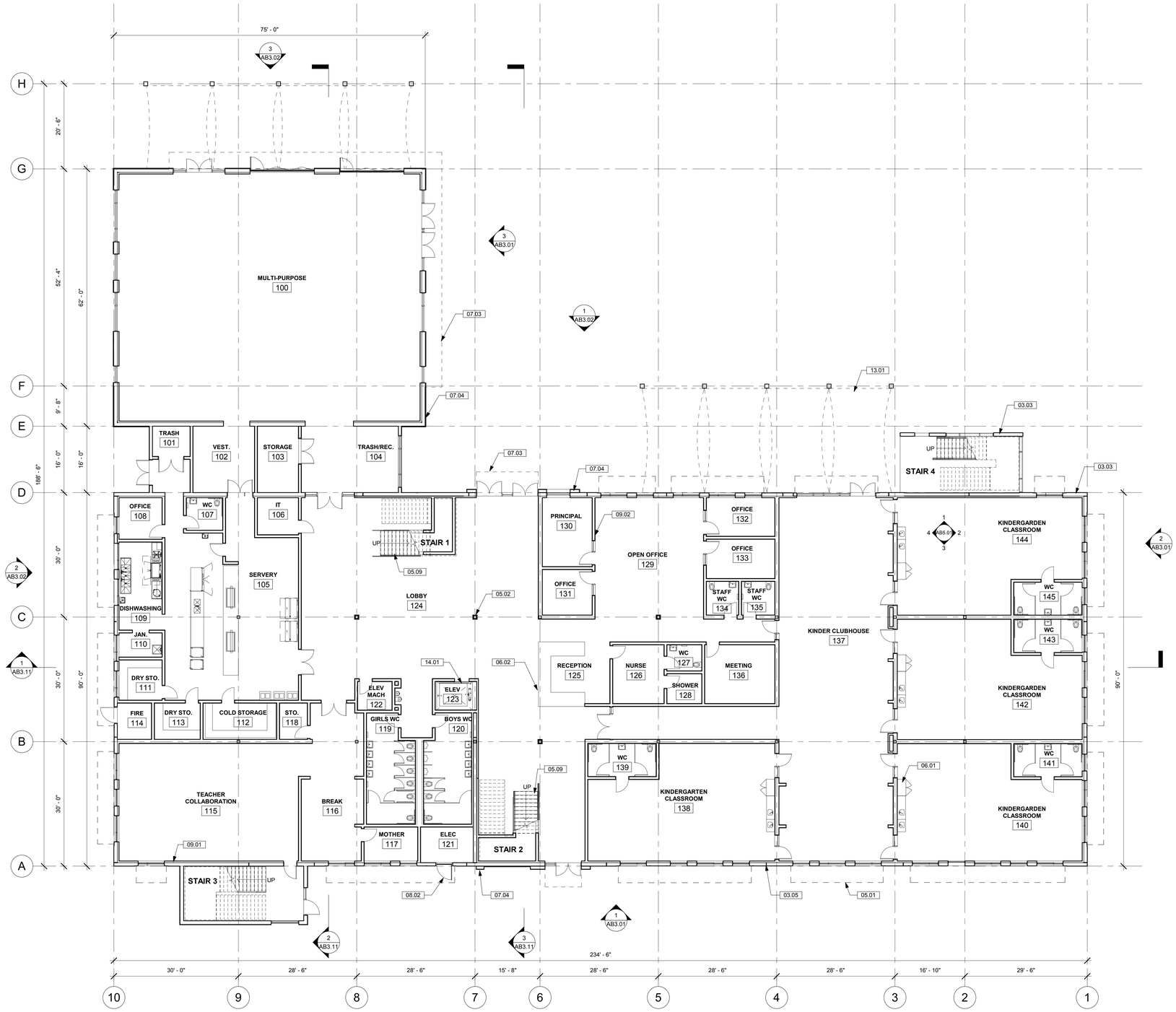

1 FIRST FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
06.02	RECEPTION DESK
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.02	PTD. HOLLOW METAL DOOR
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
13.01	TENSILE FABRIC SHADE STRUCTURE
14.01	ELEVATOR

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

ES-A
FIRST FLOOR PLAN

AB2.10

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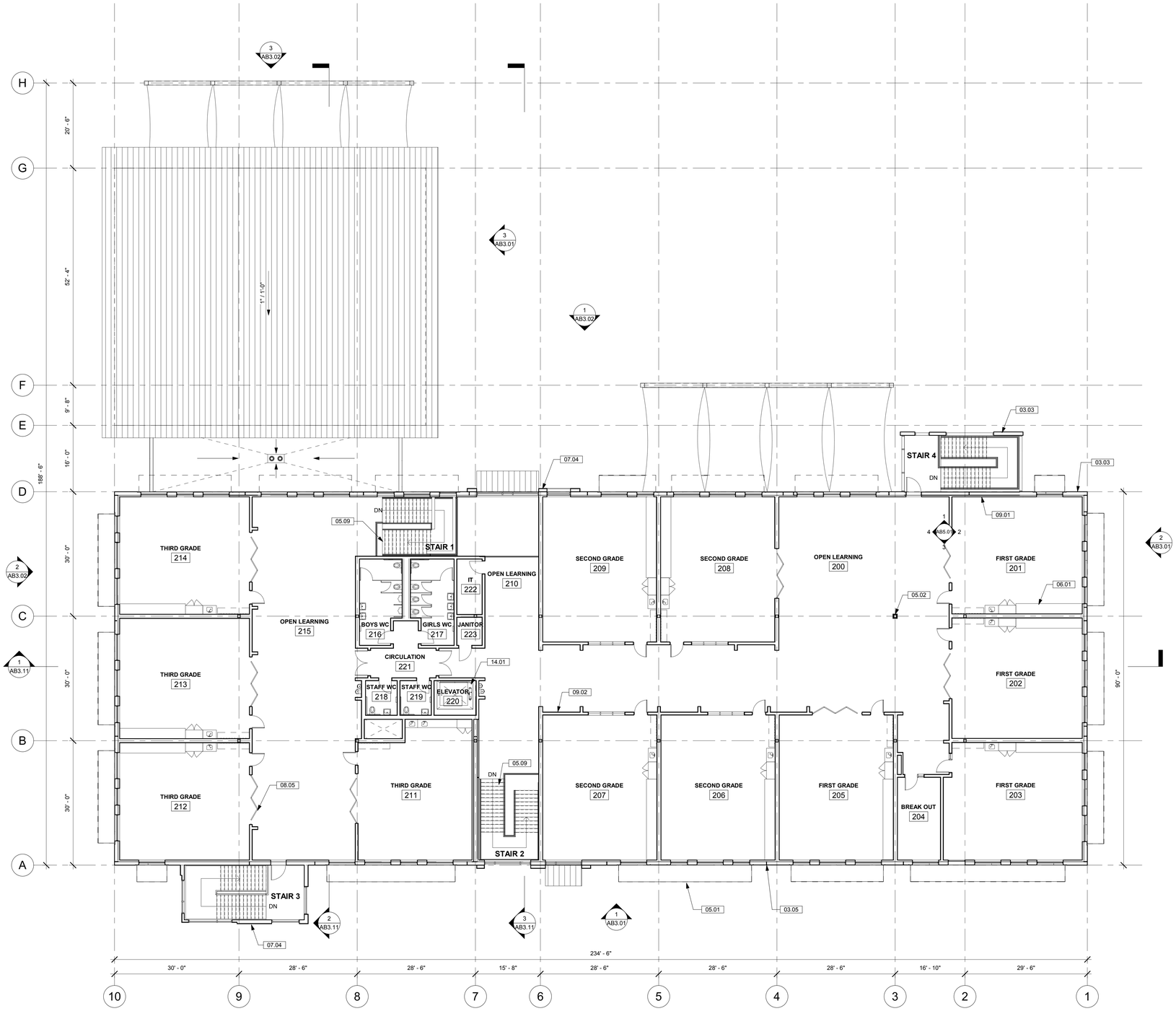

1 SECOND FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.05	FOLDING GLASS WALL SYSTEM
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
14.01	ELEVATOR

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
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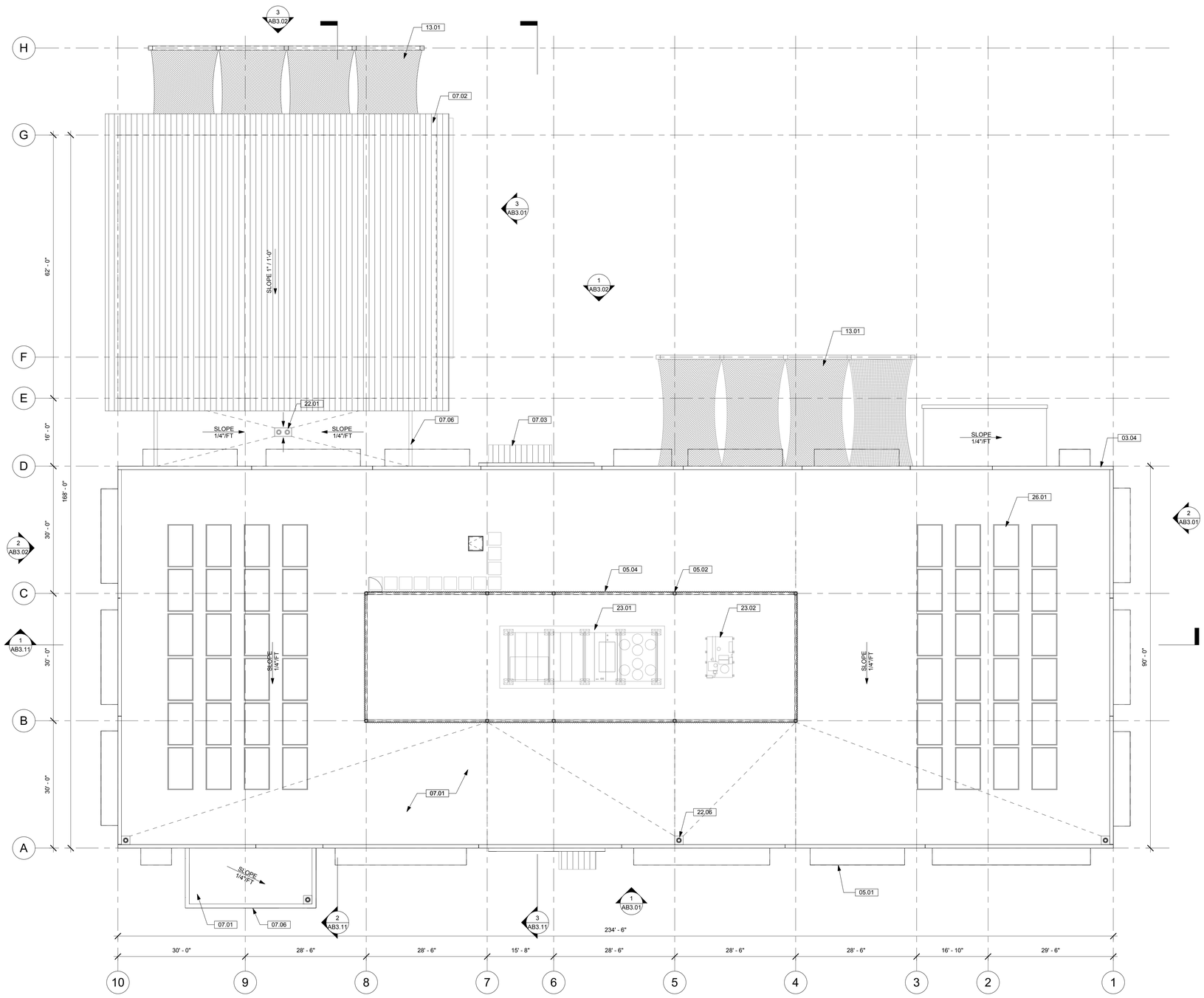
0 5' 10' 20'

ES-A
SECOND FLOOR PLAN

AB2.20



1 ROOF PLAN
3/32" = 1'-0"

TRUE NORTH

NOTES - ROOF PLAN

1. ROOF TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY.
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
13.01	TENSILE FABRIC SHADE STRUCTURE
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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0 5' 10' 20'

ES-A
ROOF PLAN

AB2.30

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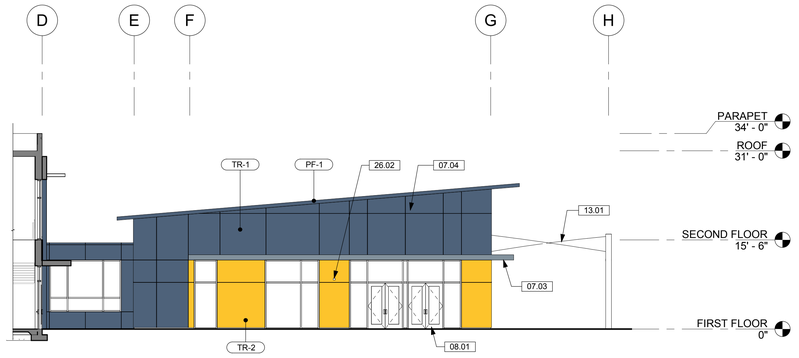


3 EXTERIOR ELEVATION NORTH - MPR
3/32" = 1'-0"

2 EXTERIOR ELEVATION NORTH
3/32" = 1'-0"

1 EXTERIOR ELEVATION EAST
3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS, AND RAINWATER LEADERS, UON.

KEYNOTES

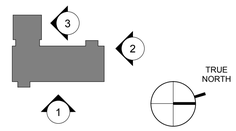
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - ES

EXTERIOR PAINT COLORS FOR ELEMENTARY SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-2	TRESPA GOLD YELLOW
TR-3	TRESPA VERDIGRIS
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-3	BENJAMIN MOORE 2028-30, TEQUILA LIME
PT-4	BENJAMIN MOORE 2028-10, IGUANA GREEN
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT
PF-1	PREFIN COOL REGAL BLUE



ES - A
KEY PLAN

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET PITTSBURG, CA 94565

STRUCTURAL ENGINEER
STRUCTURAL ENGINEERS INC.
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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

ES-A
EXTERIOR ELEVATIONS

AB3.01

C:_Revit local Projects\1607_ES_BUILDING_A_ES_CENTRAL_zhilee.rvt

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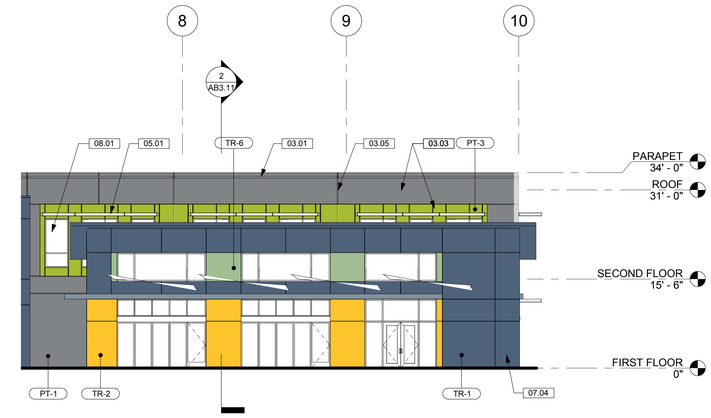
1 EXTERIOR ELEVATION WEST

3/32" = 1'-0"

2 EXTERIOR ELEVATION SOUTH

3/32" = 1'-0"



3 EXTERIOR ELEVATION WEST - MPR

3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS, AND RAINWATER LEADERS, UON.

KEYNOTES

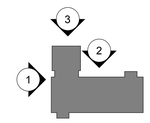
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - ES

EXTERIOR PAINT COLORS FOR ELEMENTARY SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-2	TRESPA GOLD YELLOW
TR-3	TRESPA VERDIGRIS
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-3	BENJAMIN MOORE 2028-30, TEQUILA LIME
PT-4	BENJAMIN MOORE 2028-10, IGUANA GREEN
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT
PF-1	PREFIN COOL REGAL BLUE



ES - A
KEY PLAN

TRUE NORTH

Studio
Bondy
Architecture

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

ES-A
EXTERIOR ELEVATIONS

AB3.02

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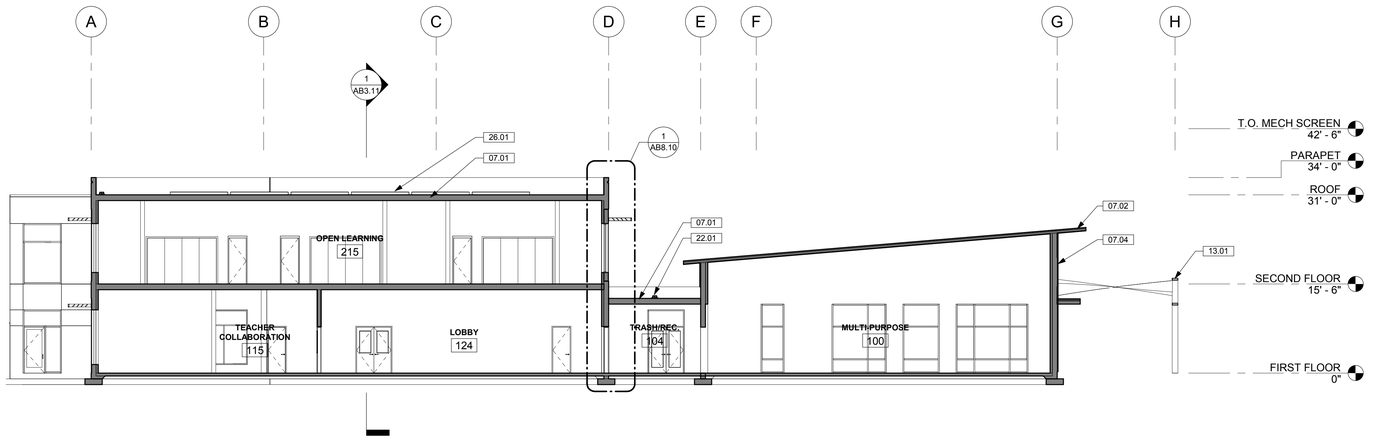
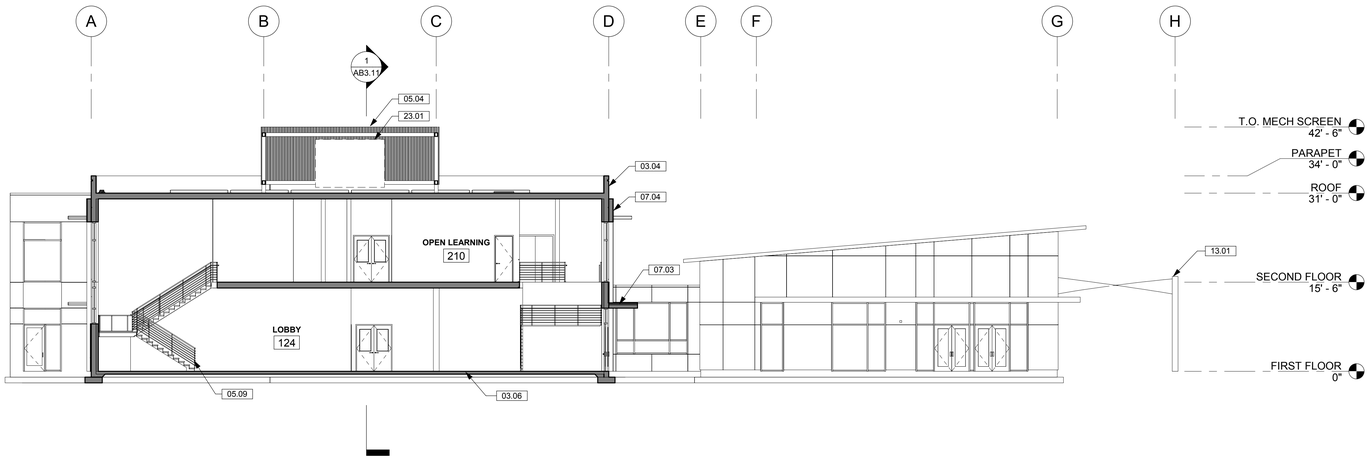


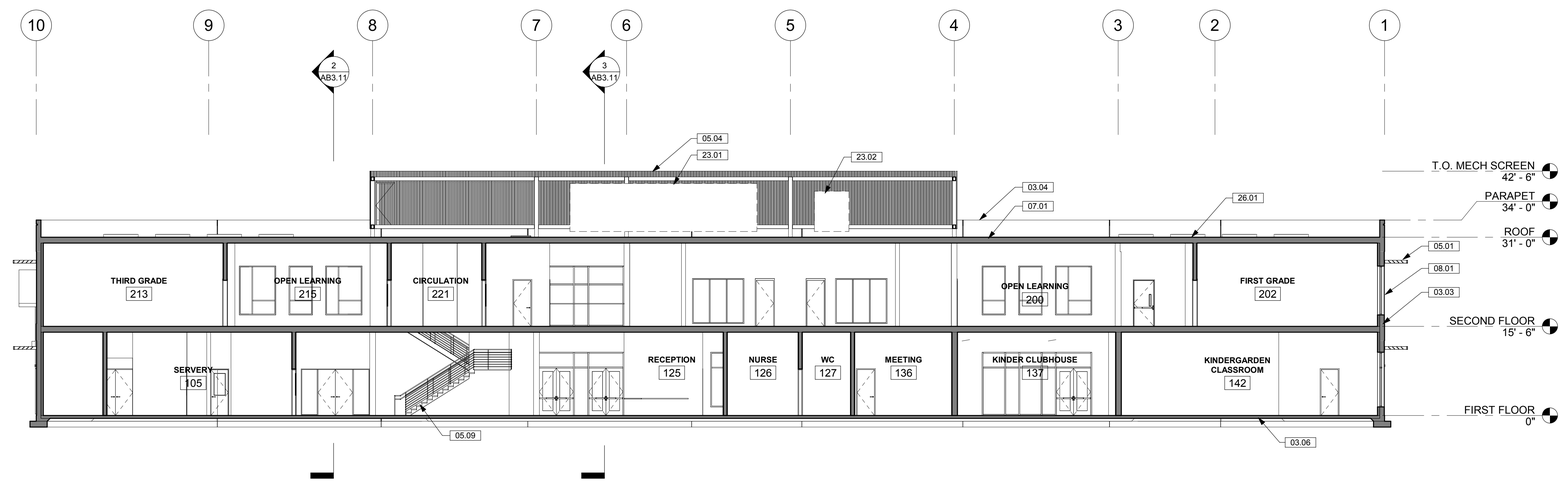
2 EAST-WEST SECTION AT MPR- ELEMENTARY SCHOOL BUILDING A

3/32" = 1'-0"



3 EAST-WEST SECTION @ ENTRY - ELEMENTARY SCHOOL BUILDING A

3/32" = 1'-0"



1 NORTH-SOUTH SECTION - ELEMENTARY SCHOOL BUILDING A

3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
13.01	TENSILE FABRIC SHADE STRUCTURE
22.01	ROOF DRAIN & OVERFLOW DRAIN
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

Studio Bondy Architecture

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

ES-A
BUILDING SECTIONS

AB3.11

C:\Revit local Projects-1607_MS_BUILDING_A_R18_CENTRAL_cfwong.rvt

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THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS

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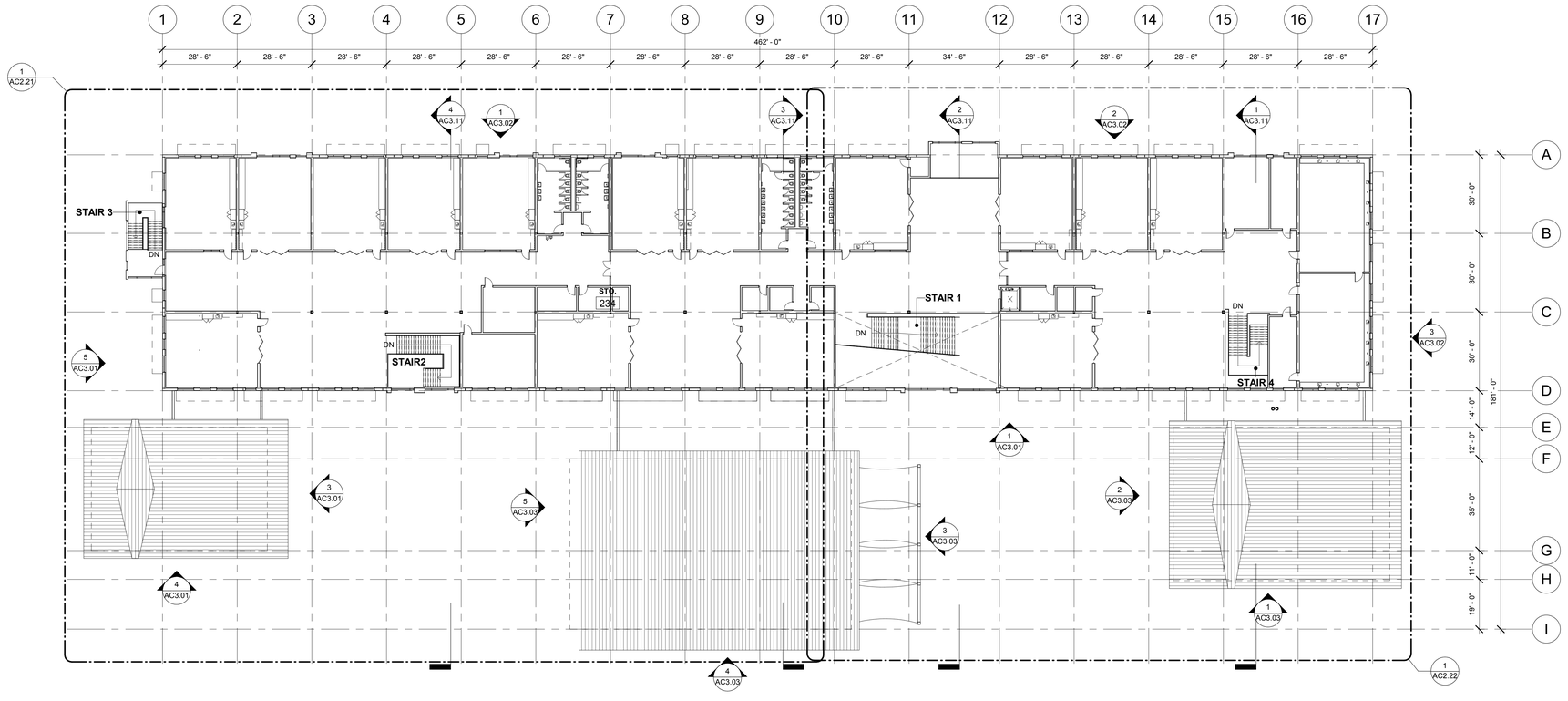
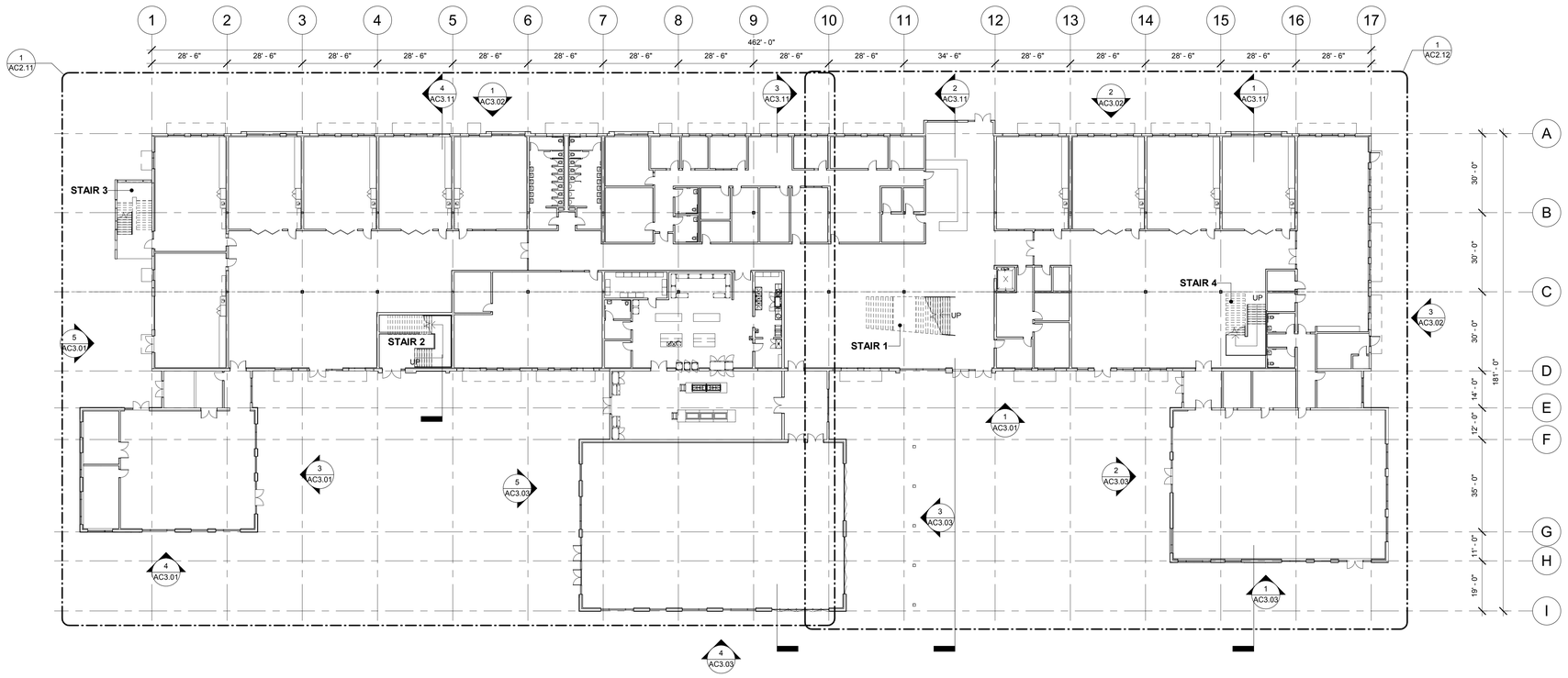


2 SECOND FLOOR PLAN

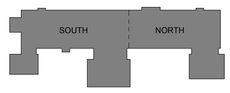
3/64" = 1'-0"



1 FIRST FLOOR PLAN

3/64" = 1'-0"

TRUE NORTH



MS - A
KEY PLAN, NTS

KEYNOTES

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0' 10' 20' 40'

MS-A
OVERALL FLOOR PLANS

AC2.01

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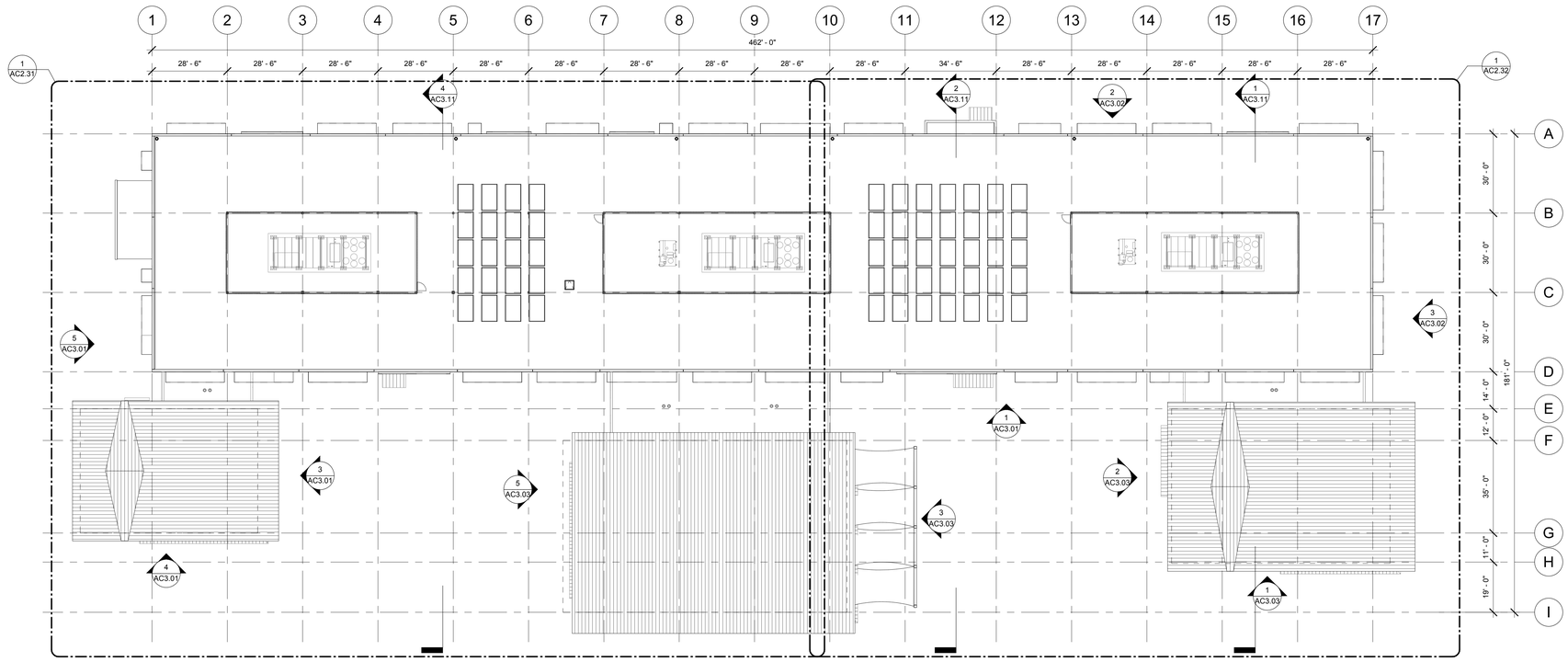
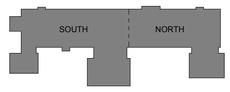
KEYNOTES



1 ROOF PLAN
3/64" = 1'-0"

TRUE NORTH



MS - A
KEY PLAN, NTS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0' 10' 20' 40'

MS-A
OVERALL ROOF PLAN

AC2.02

C:\Revit local Projects-1607_MS_BUILDING_A_R15_CENTRAL_cfahong.rvt

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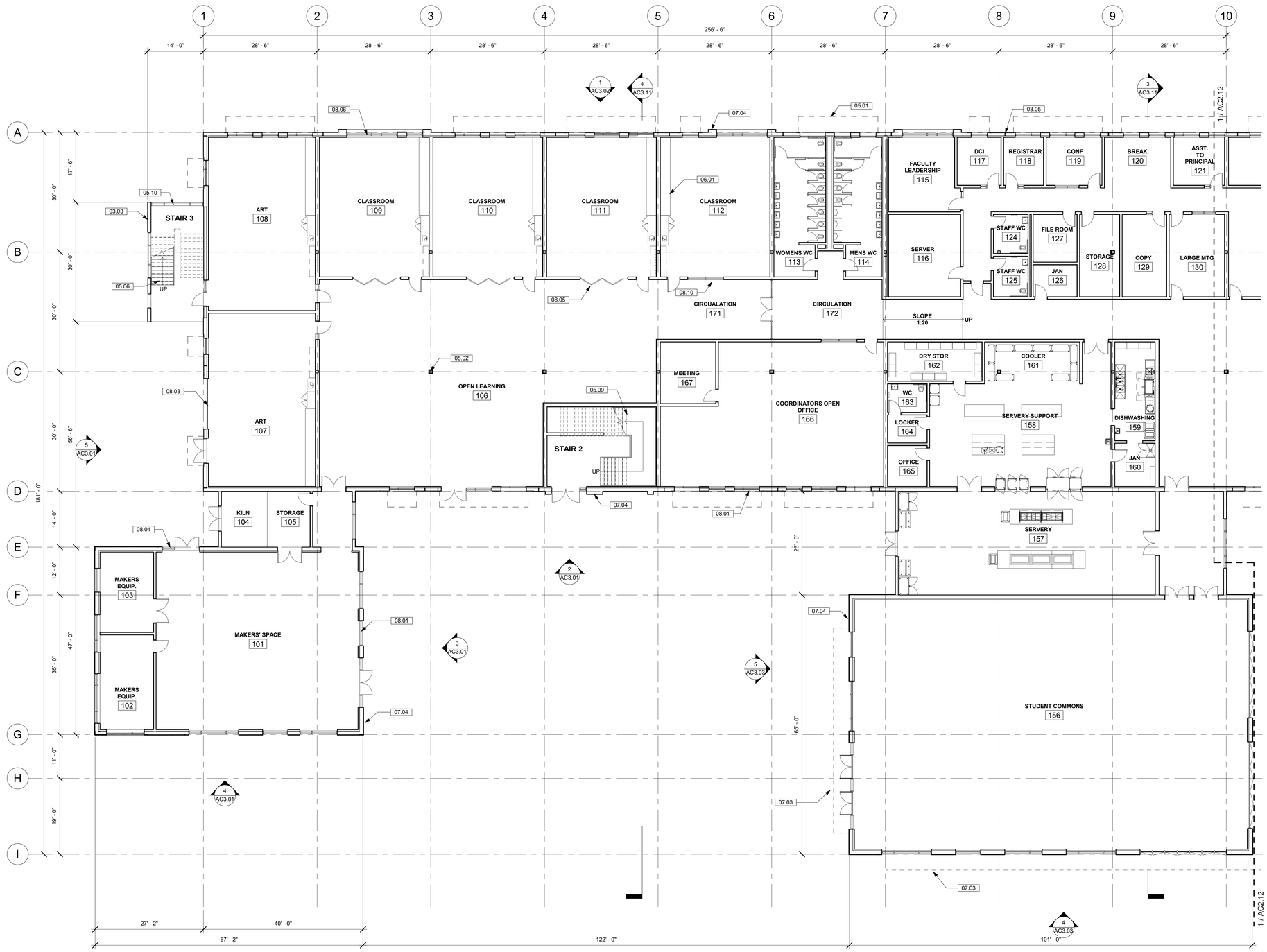
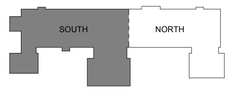


1 FIRST FLOOR PLAN - SOUTH
3/32" = 1'-0"

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
05.10	PTD. WELDED WIRE STEEL PANELS IN STEEL FRAME
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W.LOW E GLAZING
08.03	ROLL-UP ALUMINUM GLAZED OVERHEAD DOOR
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM
08.10	INT. HOLLOW METAL WINDOW

TRUE NORTH



MS - A
KEY PLAN, NTS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
ENLARGED FIRST FLOOR PLAN SOUTH

AC2.11

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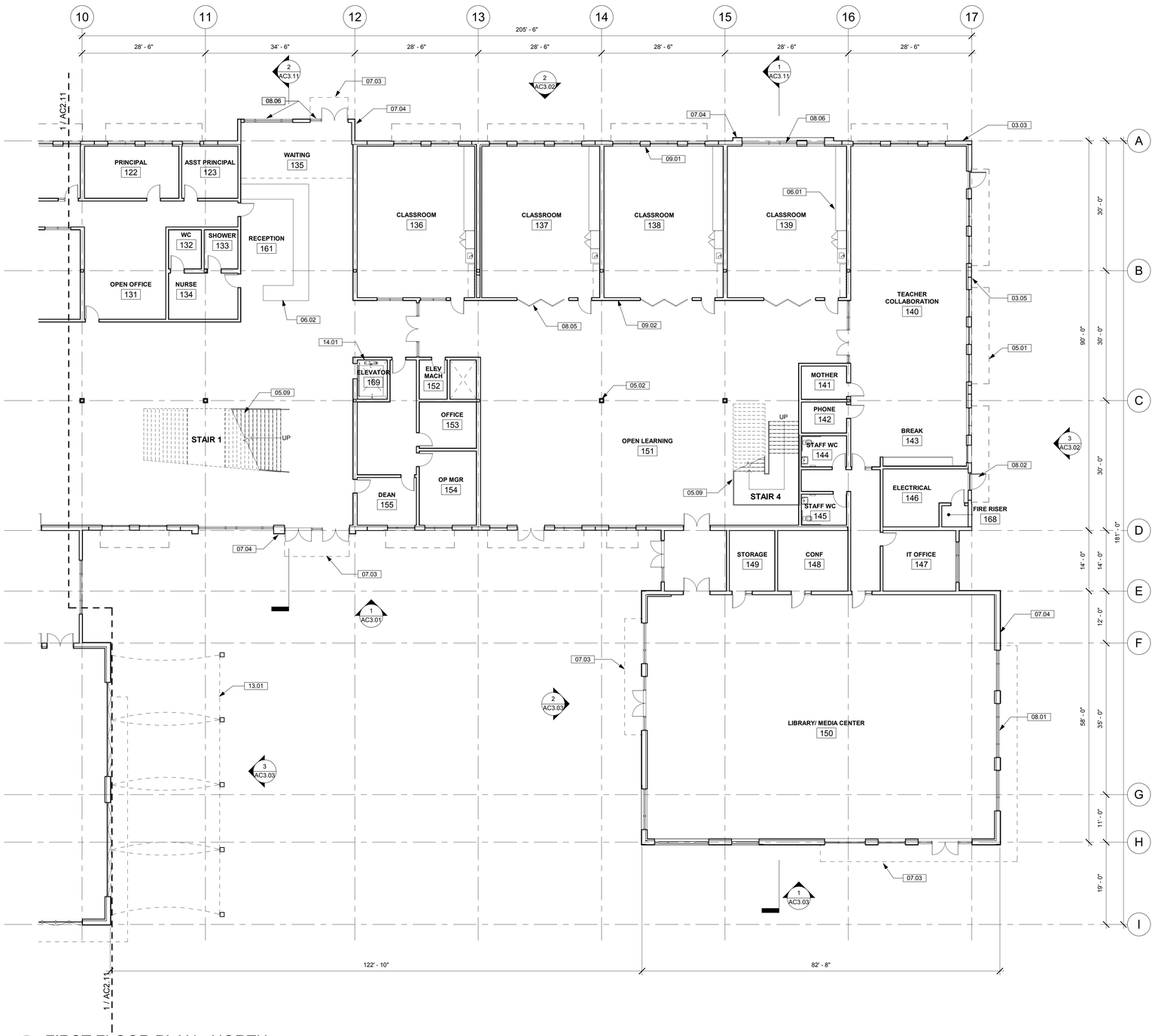


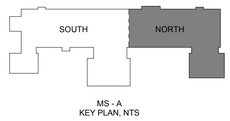
1 FIRST FLOOR PLAN - NORTH

3/32" = 1'-0"

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
06.02	RECEPTION DESK
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.02	PTD. HOLLOW METAL DOOR
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
14.01	ELEVATOR

TRUE NORTH



MS - A
KEY PLAN, NTS

Studio
Bondy
Architecture

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PLANNING SUBMITTAL

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Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
ENLARGED FIRST FLOOR PLAN - NORTH

AC2.12

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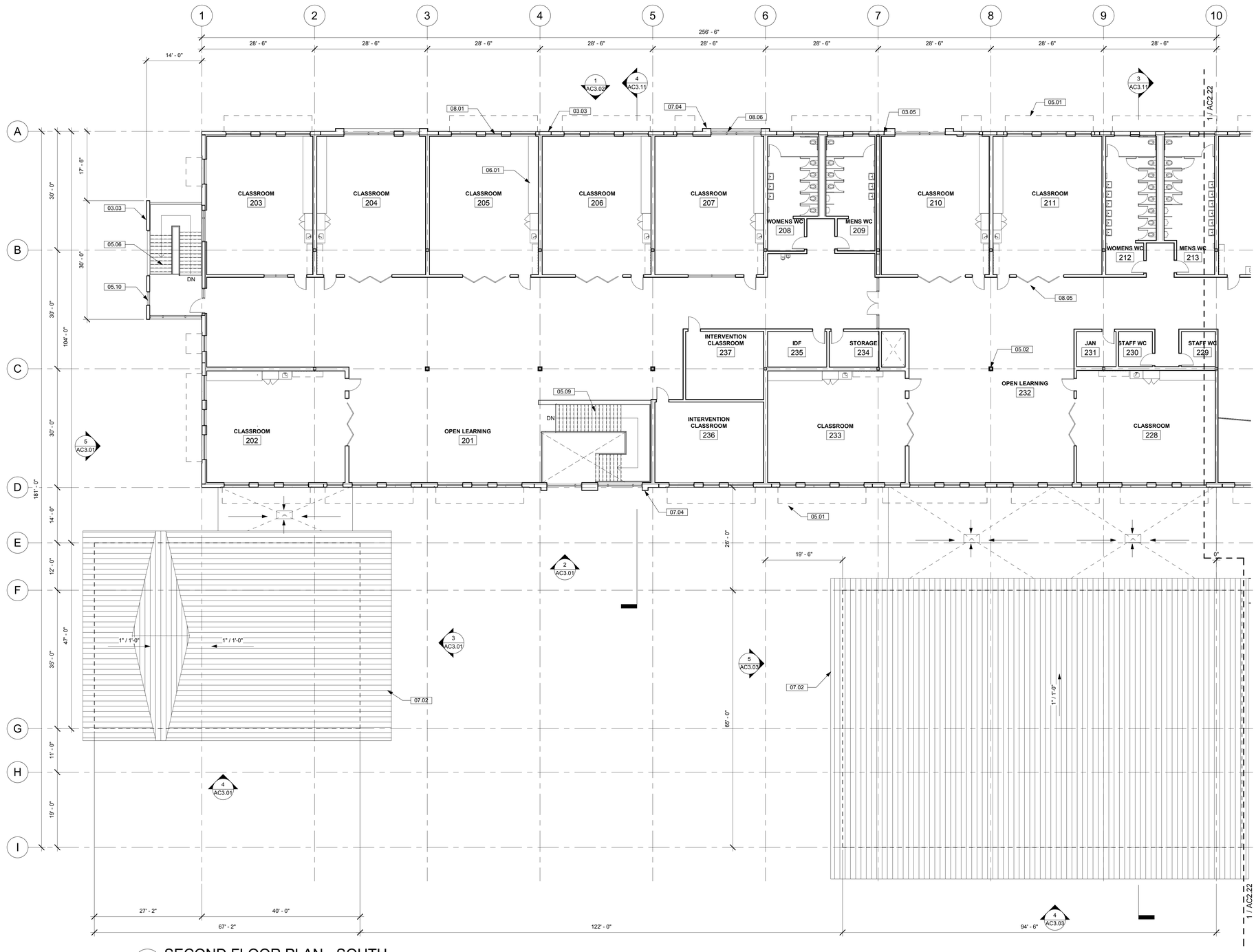
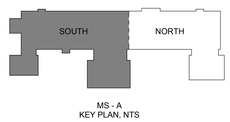


1 SECOND FLOOR PLAN - SOUTH
3/32" = 1'-0"

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
05.10	PTD. WELDED WIRE STEEL PANELS IN STEEL FRAME
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM

TRUE NORTH



MS - A
KEY PLAN, NTS

Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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STRUCTURAL ENGINEERS INC.
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SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
ENLARGED SECOND FLOOR PLAN - SOUTH

AC2.21

9/7/2018 3:41:07 PM

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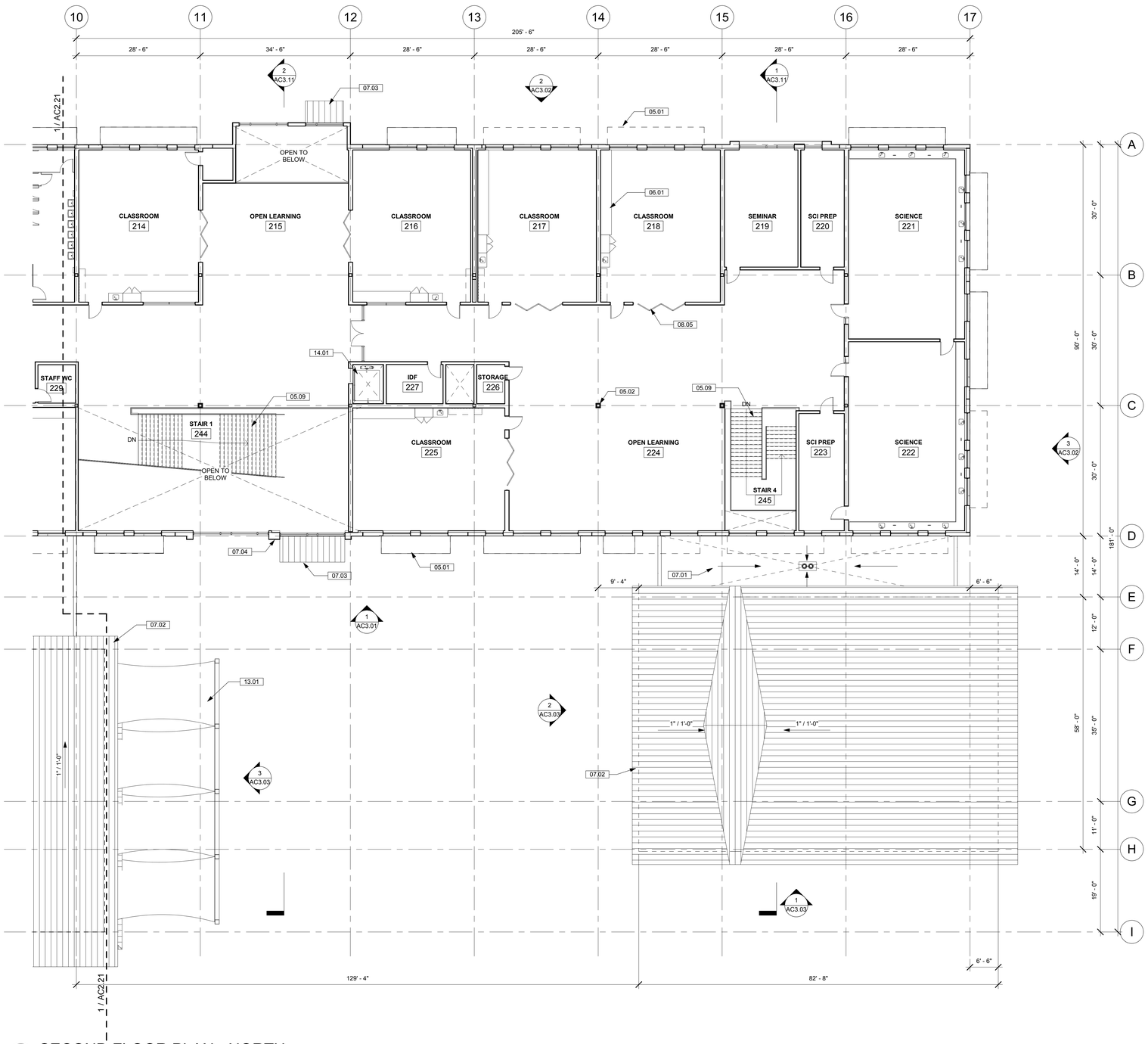
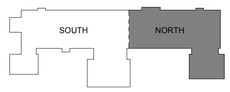


1 SECOND FLOOR PLAN - NORTH
3/32" = 1'-0"

KEYNOTES

05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.05	FOLDING GLASS WALL SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE
14.01	ELEVATOR

TRUE NORTH



MS - A
KEY PLAN, NTS

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Bondy
Architecture

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
SECOND FLOOR PLAN
NORTH

AC2.22

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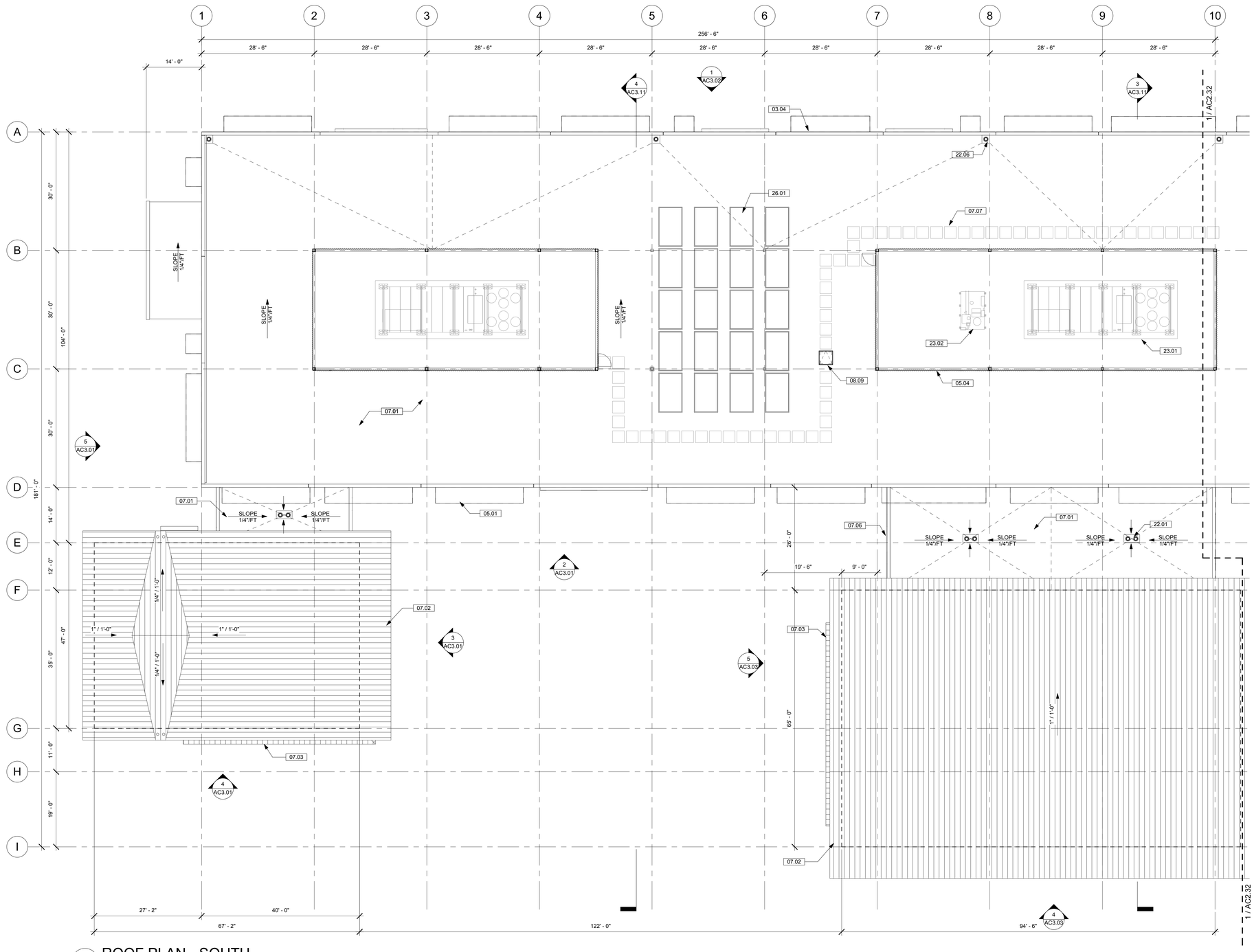


1 ROOF PLAN - SOUTH
3/32" = 1'-0"

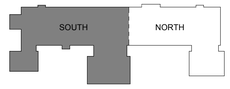
NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
07.07	ROOF WALK PAD
08.09	3'X3' ROOF ACCESS HATCH
22.01	ROOF DRAIN & OVERFLOW DRAIN
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

TRUE NORTH



MS - A
KEY PLAN, NTS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
ENLARGED ROOF PLAN - SOUTH

AC2.31

C:\Revit local Projects-1607_MS_BUILDING_A_R18_CENTRAL_cbenyi.rvt

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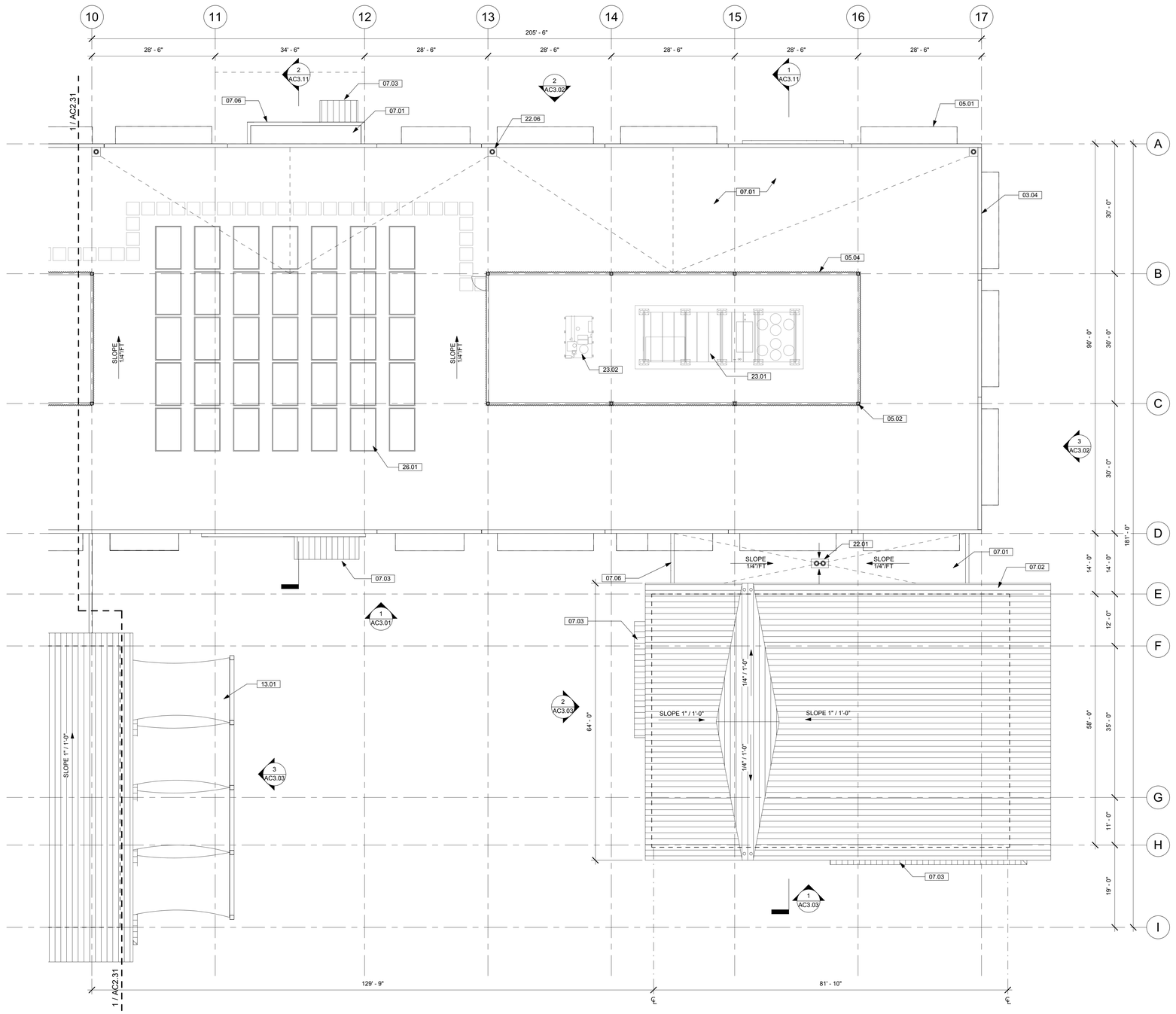

1 ROOF PLAN - NORTH
3/32" = 1'-0"

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
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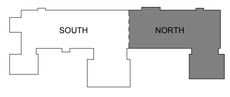
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
13.01	TENSILE FABRIC SHADE STRUCTURE
22.01	ROOF DRAIN & OVERFLOW DRAIN
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

TRUE NORTH



MS - A
KEY PLAN, NTS

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Architecture

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
ENLARGED ROOF PLAN - NORTH

AC2.32

C:\Revit local Projects-1607_MS_BUILDING_A_R19_CENTRAL_cfarang.rvt

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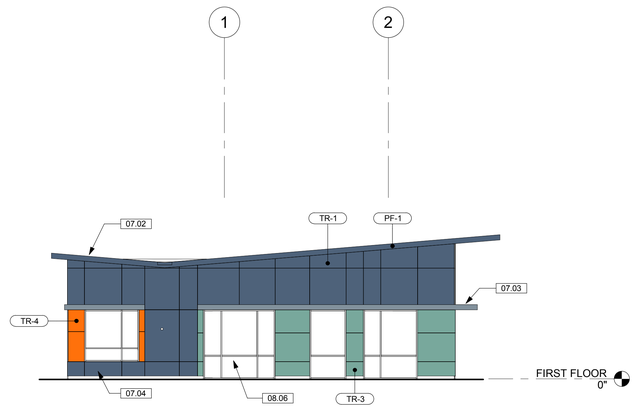
NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS, AND RAINWATER LEADERS, UON.

5 EXTERIOR ELEVATION - SOUTH
3/32" = 1'-0"

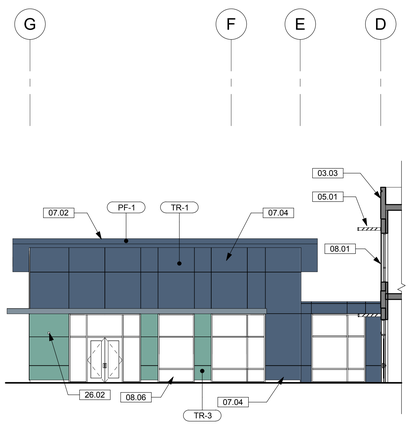


4 EXT. ELEV. SOUTH WING - EAST
3/32" = 1'-0"

KEYNOTES

03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
05.10	PTD. WELDED WIRE STEEL PANELS IN STEEL FRAME
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.03	ROLL-UP ALUMINUM GLAZED OVERHEAD DOOR
08.06	CURTAINWALL WINDOW SYSTEM
26.02	WALL-MOUNTED LIGHT FIXTURE

2 EXTERIOR ELEVATION - EAST (SOUTH WING)
3/32" = 1'-0"



3 EXT. ELEV. SOUTH WING - NORTH
3/32" = 1'-0"

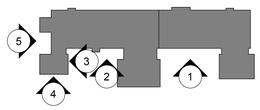
1 EXTERIOR ELEVATION - EAST (NORTH WING)
3/32" = 1'-0"

COLOR LEGEND - MS-A

EXTERIOR PAINT COLORS FOR MIDDLE SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-3	TRESPA VERDIGRIS
TR-4	TRESPA RED ORANGE
PT-2	BENJAMIN MOORE 1614, DELRAY GRAY
PT-5	BENJAMIN MOORE 663, TEAL TONE
PT-6	BENJAMIN MOORE 726, RENDEZVOUS BAY
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT
PF-1	PREFIN COOL REGAL BLUE



MS - A
KEY PLAN, NTS.

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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SAN ANSELMO, CA 94960
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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
EXTERIOR ELEVATIONS

AC3.01

9/7/2018 3:41:23 PM

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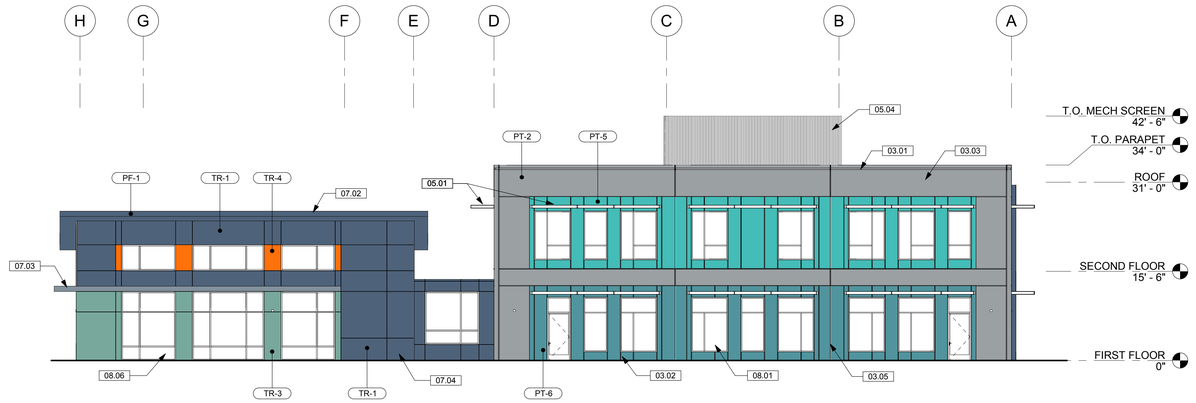

3 EXTERIOR ELEVATION - NORTH
3/32" = 1'-0"

2 EXTERIOR ELEVATION - WEST (NORTH WING)
3/32" = 1'-0"

1 EXTERIOR ELEVATION - WEST (SOUTH WING)
3/32" = 1'-0"

KEYNOTES

03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
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05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - MS-A

EXTERIOR PAINT COLORS FOR MIDDLE SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

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TR-3	TRESPA VERDIGRIS
TR-4	TRESPA RED ORANGE
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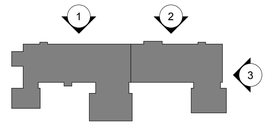
PT-5	BENJAMIN MOORE 663, TEAL TONE
PT-6	BENJAMIN MOORE 726, RENDEZVOUS BAY
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT
PF-1	PREFIN COOL REGAL BLUE



MS-A
KEY PLAN

MS - A
KEY PLAN, NTS.

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
EXTERIOR ELEVATIONS

AC3.02

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8/7/2018 3:41:19 PM

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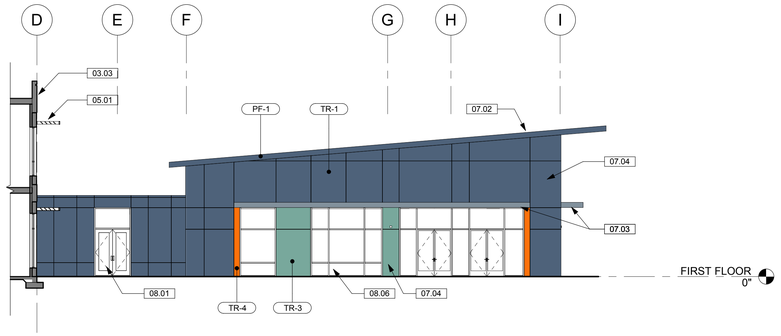
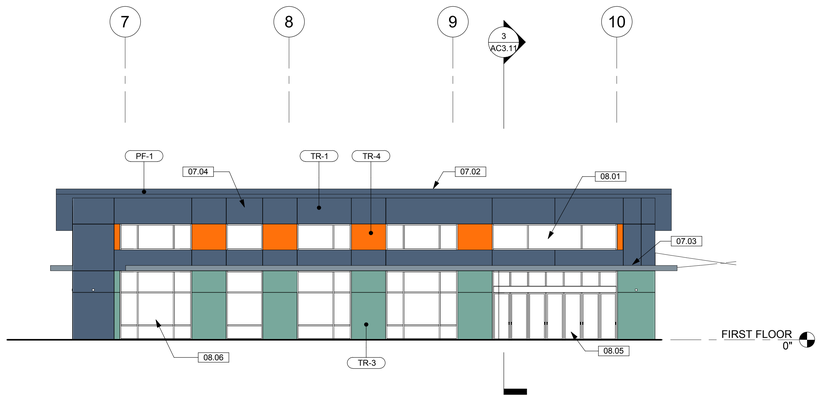
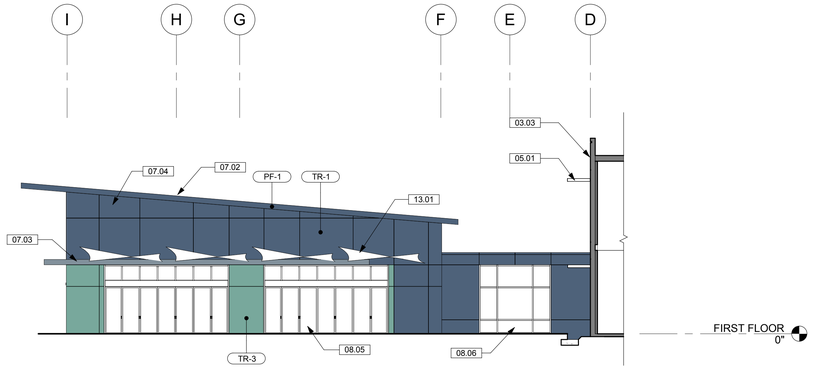


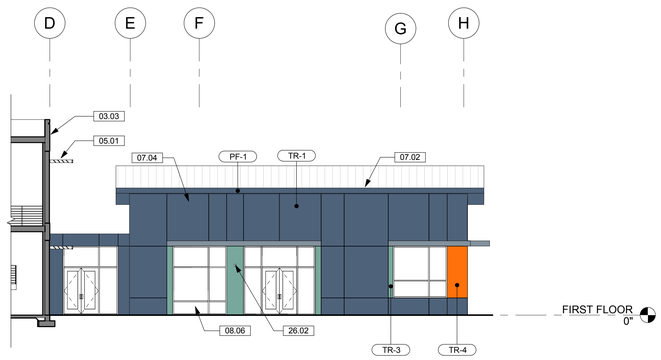
5 EXTERIOR ELEVATION CENTER WING - SOUTH
3/32" = 1'-0"



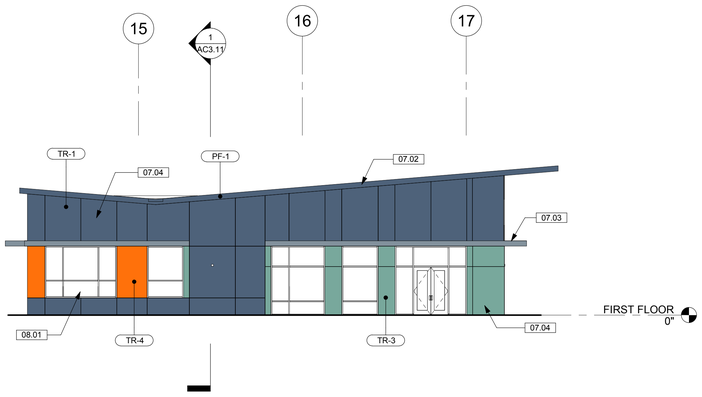
4 EXTERIOR ELEVATION CENTER WING - EAST
3/32" = 1'-0"



3 EXTERIOR ELEVATION CENTER WING - NORTH
3/32" = 1'-0"



2 EXT. ELEV. NORTH WING - SOUTH
3/32" = 1'-0"



1 EXT. ELEV. NORTH WING - EAST
3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS, AND RAINWATER LEADERS, UON.

KEYNOTES

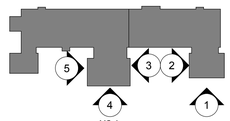
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
05.01	PRE-FINISHED ALUM. SUN SHADE
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - MS-A

EXTERIOR PAINT COLORS FOR MIDDLE SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-3	TRESPA VERDIGRIS
TR-4	TRESPA RED ORANGE
PT-2	BENJAMIN MOORE 1614, DELRAY GRAY
PT-5	BENJAMIN MOORE 663, TEAL TONE
PT-6	BENJAMIN MOORE 726, RENDEZVOUS BAY
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PT-10	BENJAMIN MOORE 2061-80, CHAMPION COBALT
PF-1	PREFIN COOL REGAL BLUE



MS-A
KEY PLAN
NO - A
KEY PLAN, NTS.

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
EXTERIOR ELEVATIONS

AC3.03

C:\Revit local Projects-1607_MS_BUILDING_A_FIS_CENTRAL_cfahong.rvt

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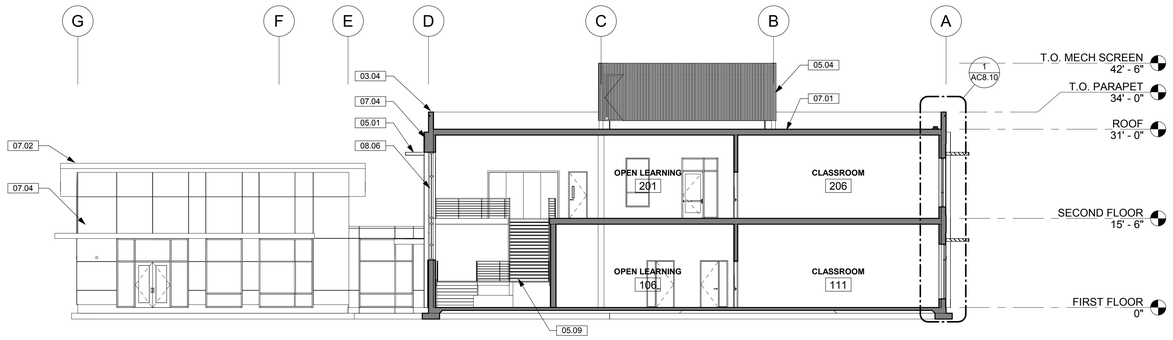
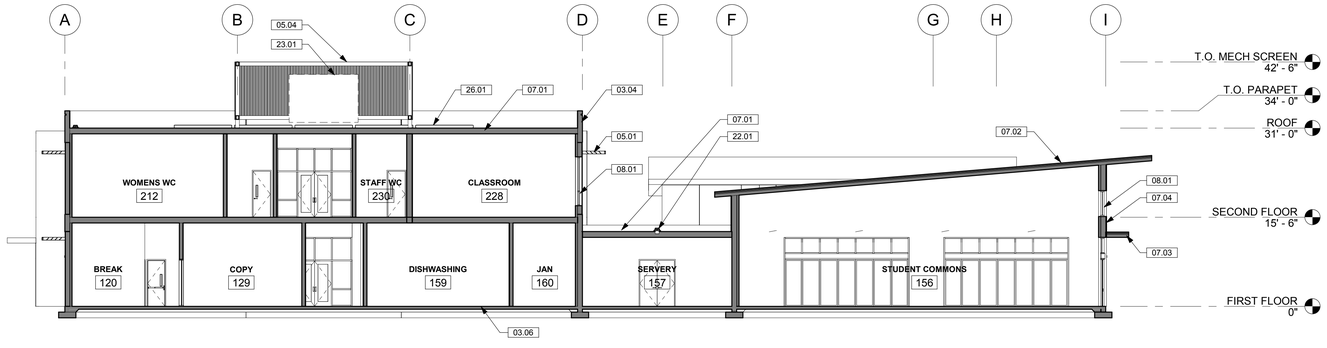


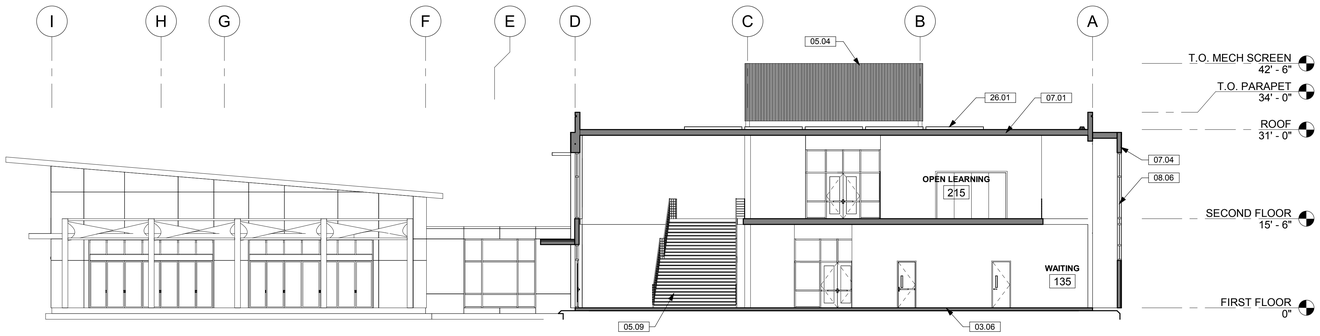
4 BUILDING SECTION 4

3/32" = 1'-0"



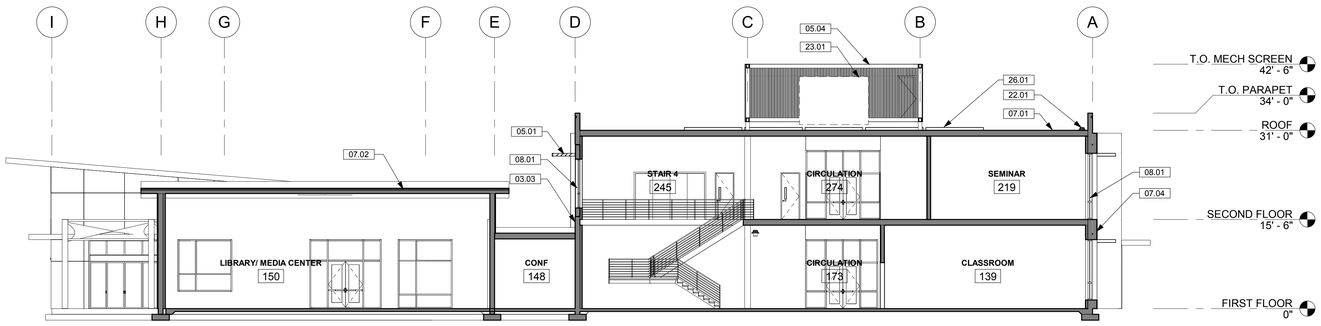
3 BUILDING SECTION 3

3/32" = 1'-0"



2 BUILDING SECTION 2

3/32" = 1'-0"



1 BUILDING SECTION 1

3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
22.01	ROOF DRAIN & OVERFLOW DRAIN
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

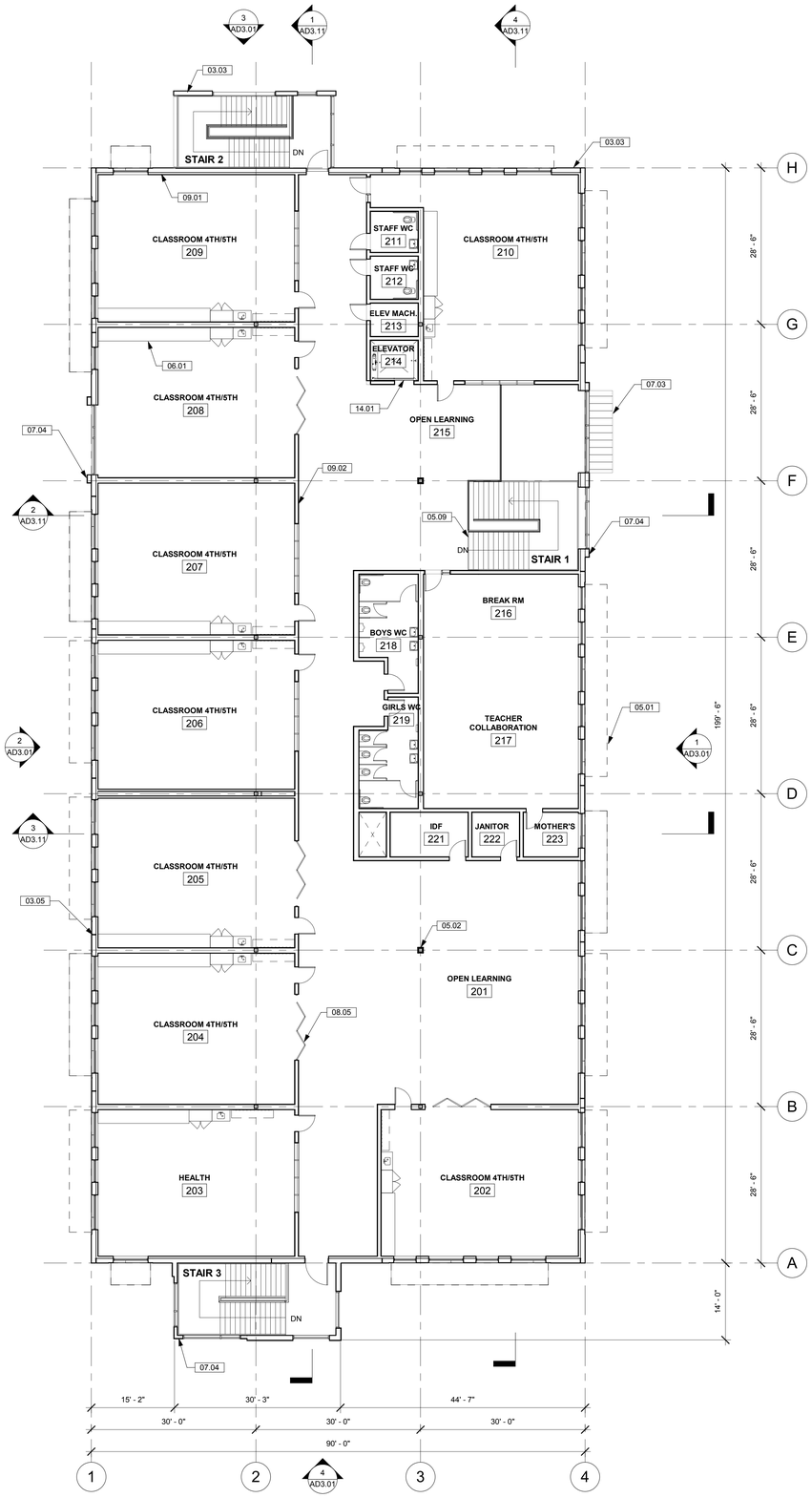
Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-A
BUILDING SECTIONS

AC3.11

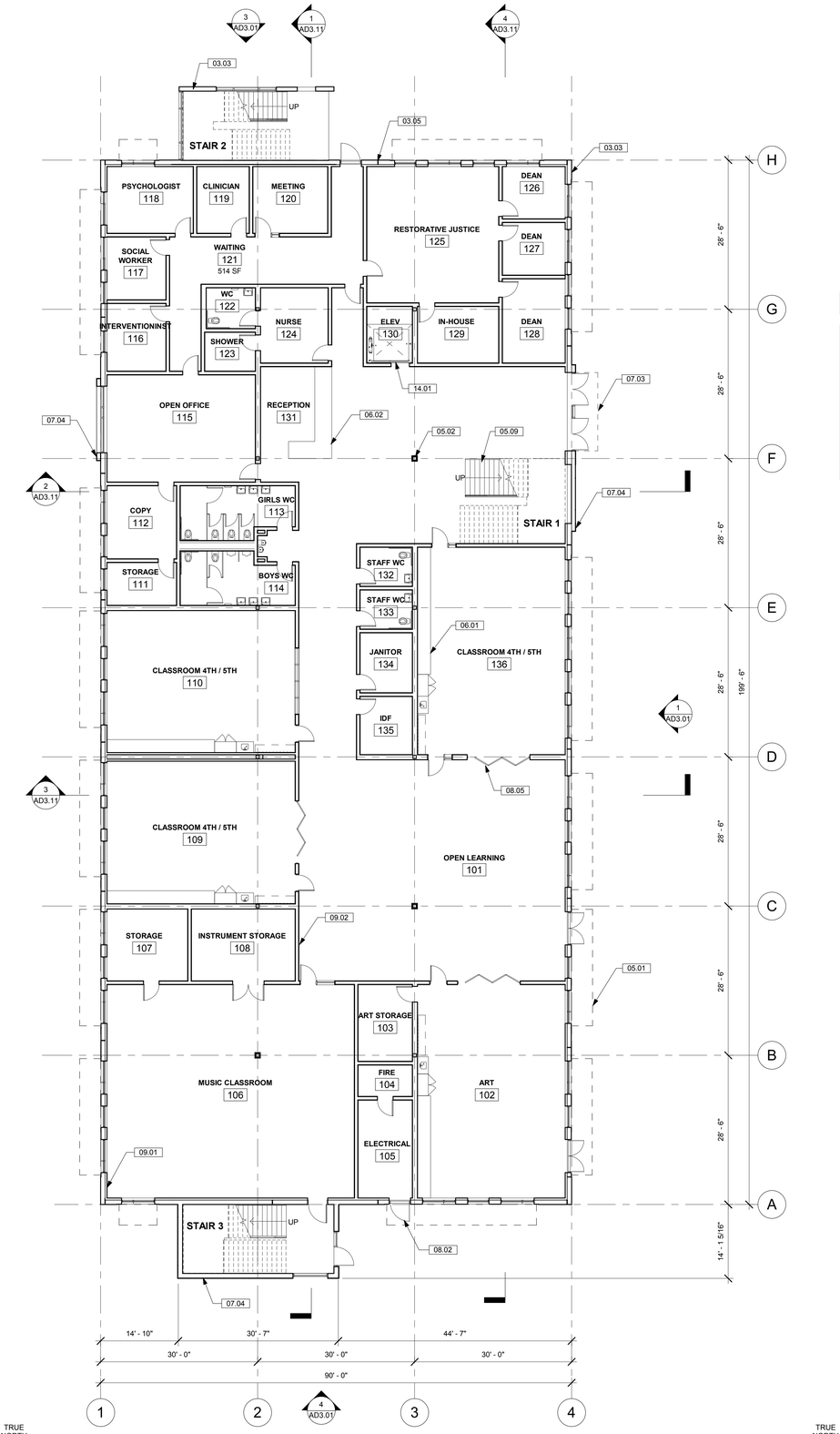
9/7/2018 9:41:44 PM



2 SECOND FLOOR PLAN

3/32" = 1'-0"

TRUE NORTH



1 FIRST FLOOR PLAN

3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
06.02	RECEPTION DESK
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.02	PTD. HOLLOW METAL DOOR
08.05	FOLDING GLASS WALL SYSTEM
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
14.01	ELEVATOR

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-B
FLOOR PLANS

AD2.10

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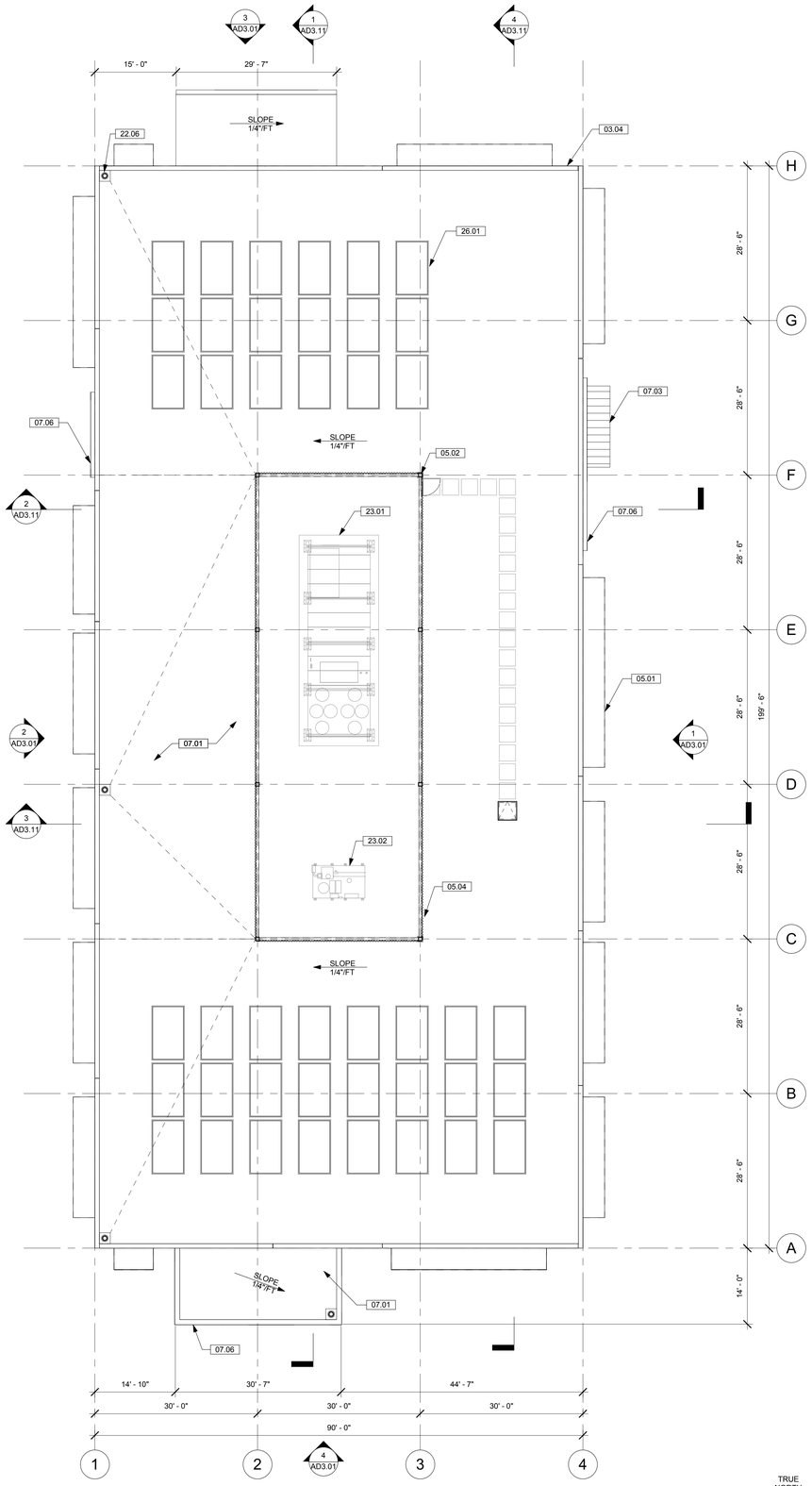

1 ROOF PLAN
3/32" = 1'-0"

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-B
ROOF PLAN

AD2.30

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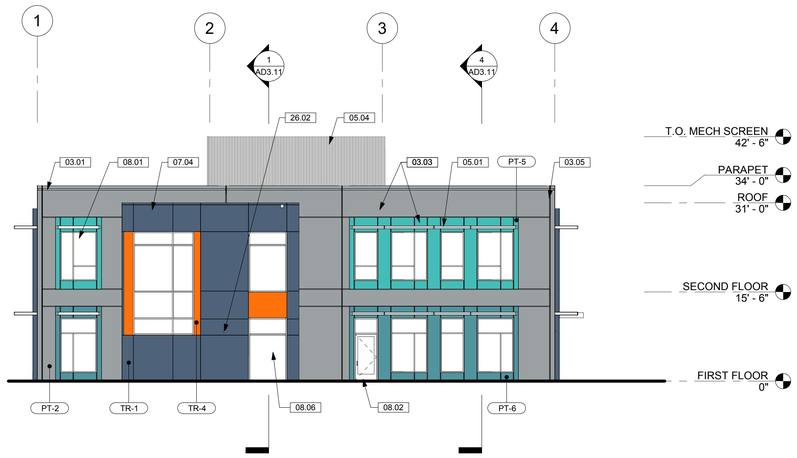
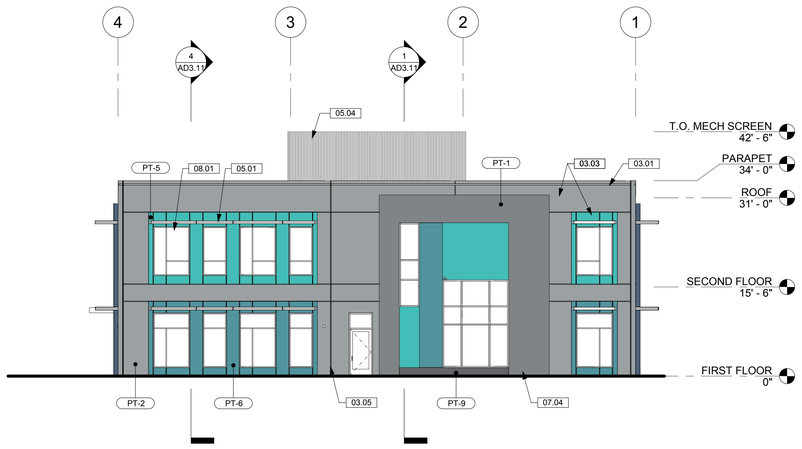


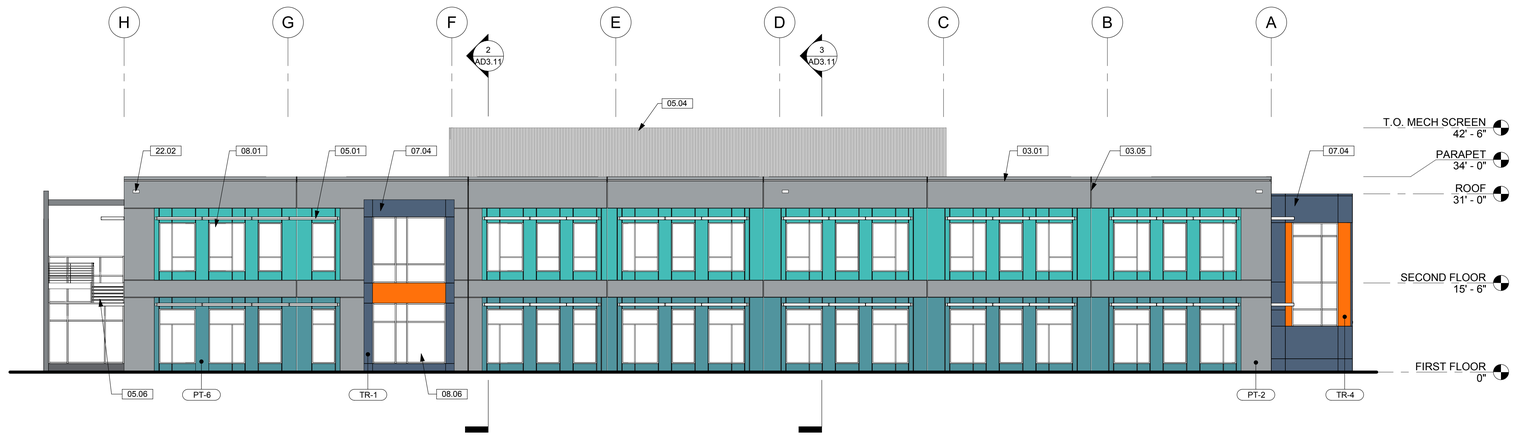
4 EXTERIOR ELEVATION EAST

3/32" = 1'-0"



3 EXTERIOR ELEVATION WEST

3/32" = 1'-0"



2 EXTERIOR ELEVATION SOUTH

3/32" = 1'-0"

1 EXTERIOR ELEVATION NORTH

3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

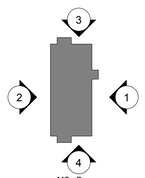
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.02	PTD. HOLLOW METAL DOOR
08.06	CURTAINWALL WINDOW SYSTEM
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - MS-B

EXTERIOR PAINT COLORS FOR MIDDLE SCHOOL BUILDING B AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-3	TRESPA VERDIGRIS
TR-4	TRESPA RED ORANGE
PT-2	BENJAMIN MOORE 1614, DELRAY GRAY
PT-5	BENJAMIN MOORE 663, TEAL TONE
PT-6	BENJAMIN MOORE 726, RENDEZVOUS BAY
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT



MS - B
KEY PLAN, NTS.

TRUE NORTH

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-B
EXTERIOR ELEVATION

AD3.01

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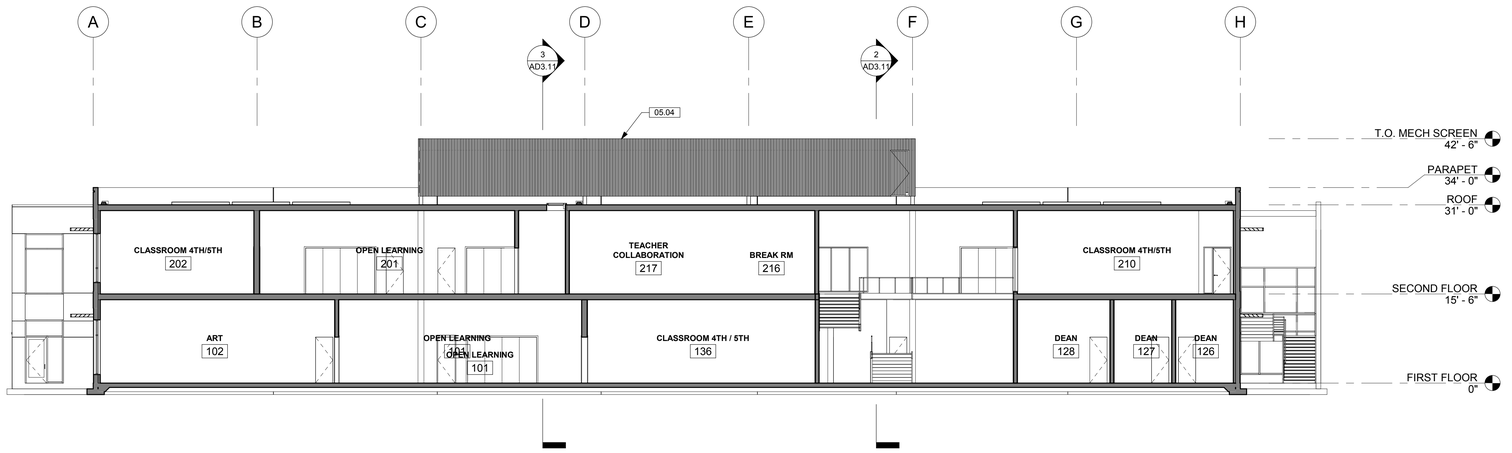
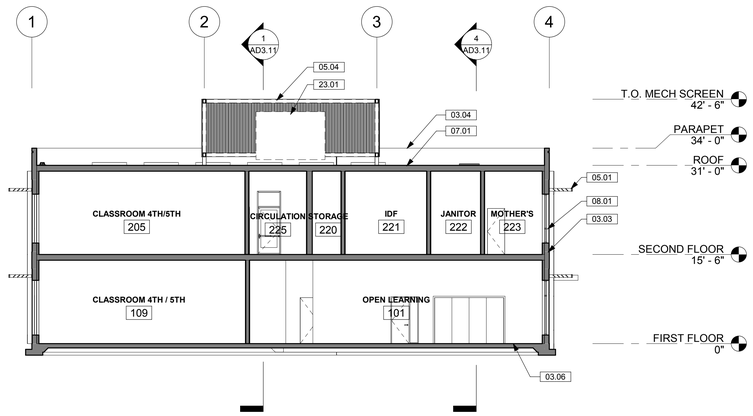
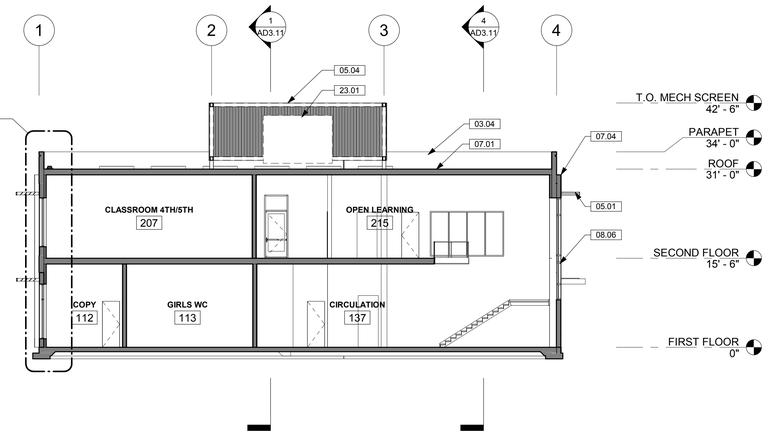


4 EAST WEST BUILDING SECTION 3

3/32" = 1'-0"



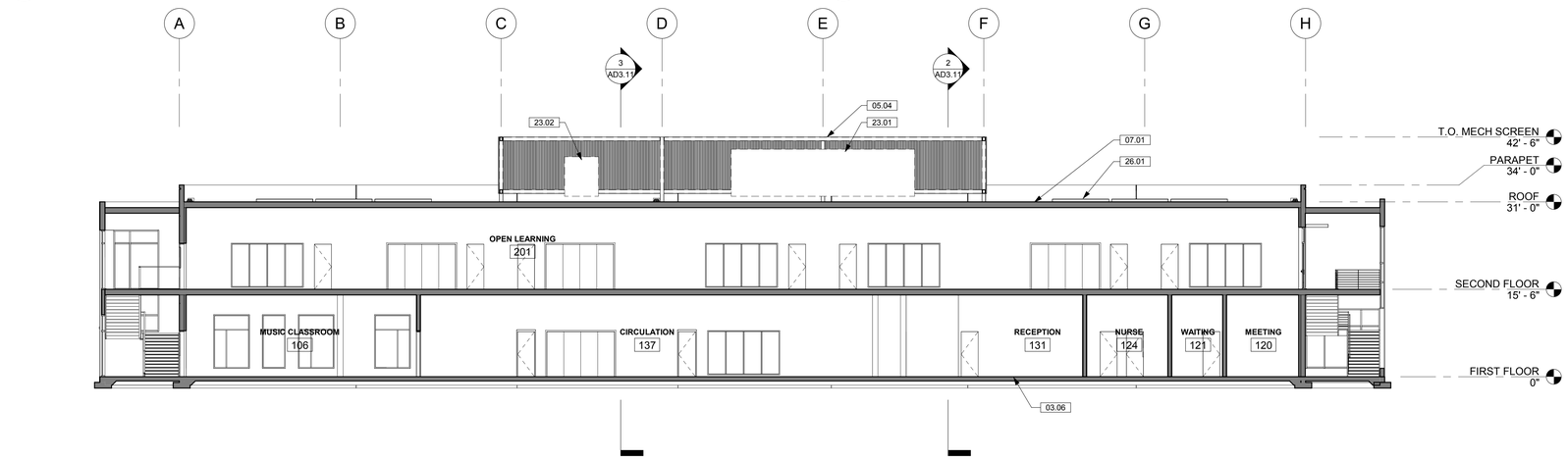


3 NORTH SOUTH BUILDING SECTION 2

3/32" = 1'-0"

2 NORTH SOUTH BUILDING SECTION

3/32" = 1'-0"



1 EAST WEST BUILDING SECTION 1

3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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Architecture

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510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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STRUCTURAL ENGINEERS INC.
2901 TASMAN DRIVE, SUITE 100
SANTA CLARA, CA 95054
CONTACT: PAUL SLATTERY
650.938.2200 P
E-MAIL: pslattery@structuralengineersinc.com

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OAKLAND, CA 94607
CONTACT: MICHAEL KUYKENDALL
510.873.8866 P
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232 SIR FRANCIS DRAKE BLVD.
SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-B
BUILDING SECTIONS

AD3.11

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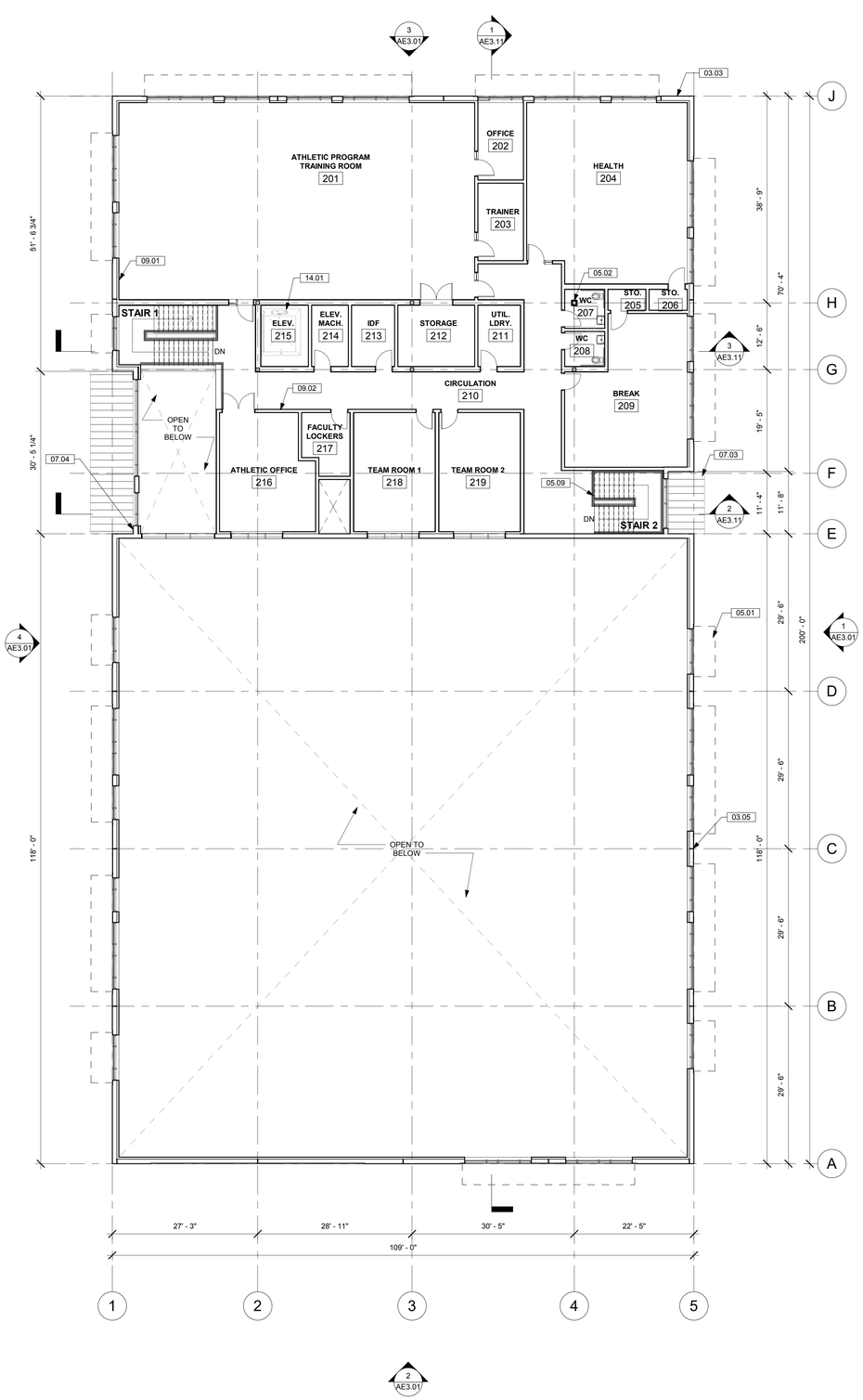

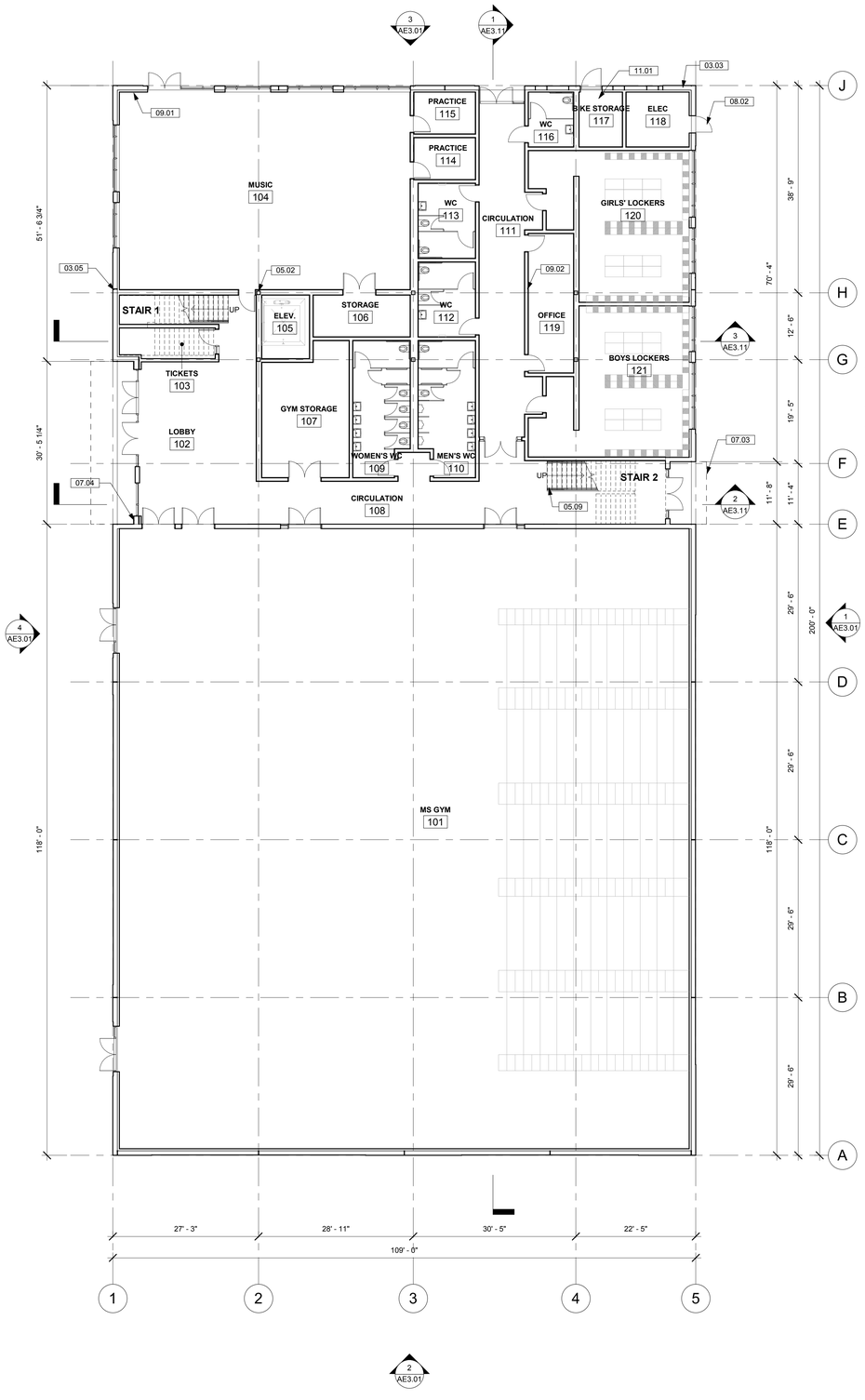

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.02	PTD. HOLLOW METAL DOOR
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
11.01	BIKE RACK, TYP. OF 6
14.01	ELEVATOR

2 SECOND FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

1 FIRST FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-GYM
FLOOR PLANS

AE2.10

9/28/2018 3:39:22 PM

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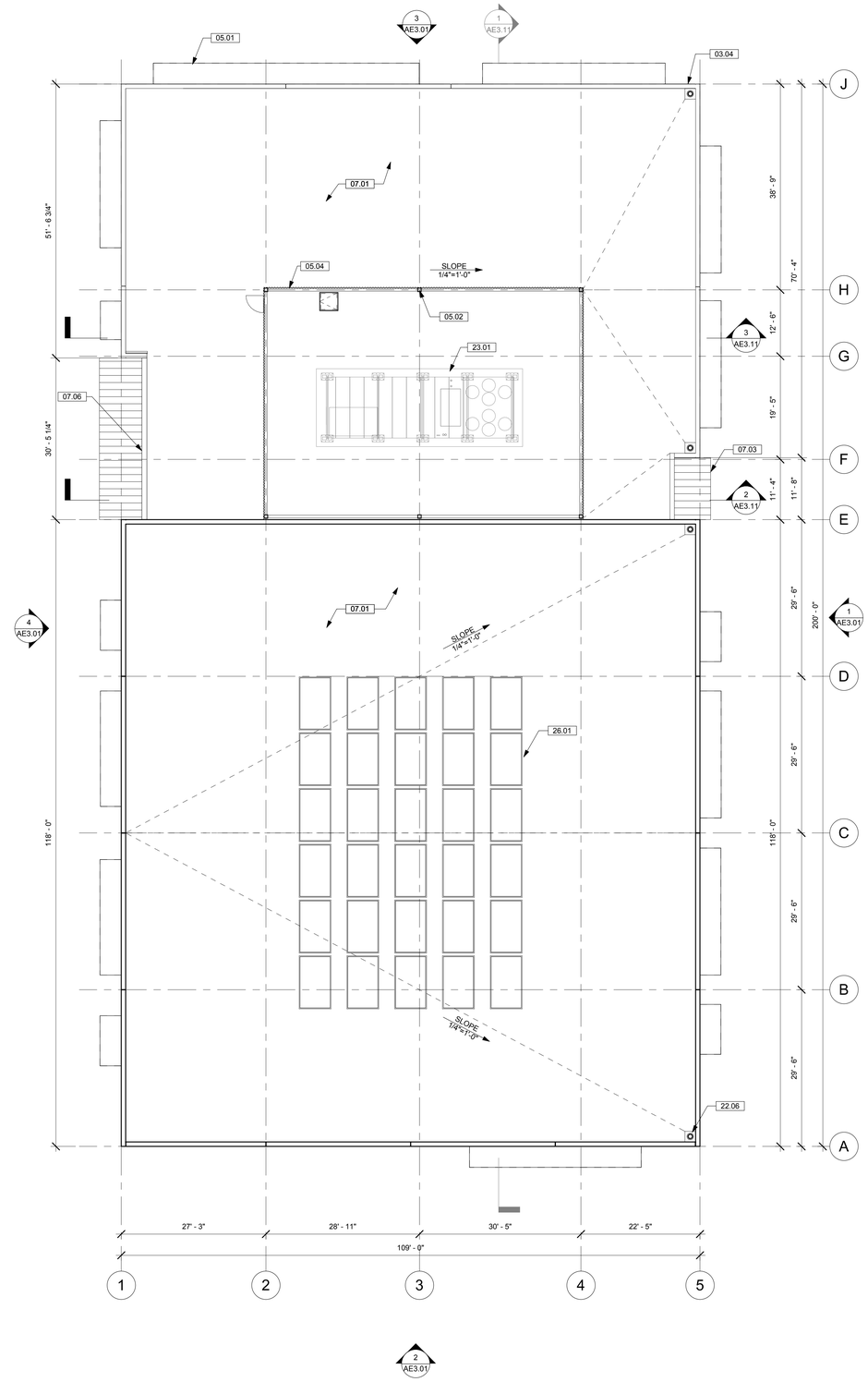

1 ROOF PLAN
3/32" = 1'-0"

TRUE NORTH

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-GYM
ROOF PLAN

AE2.30

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THESE DRAWINGS ARE SUBJECT TO THE PROVISIONS OF THE AGREEMENT BETWEEN THE ARCHITECT AND THE OWNER. REFER TO THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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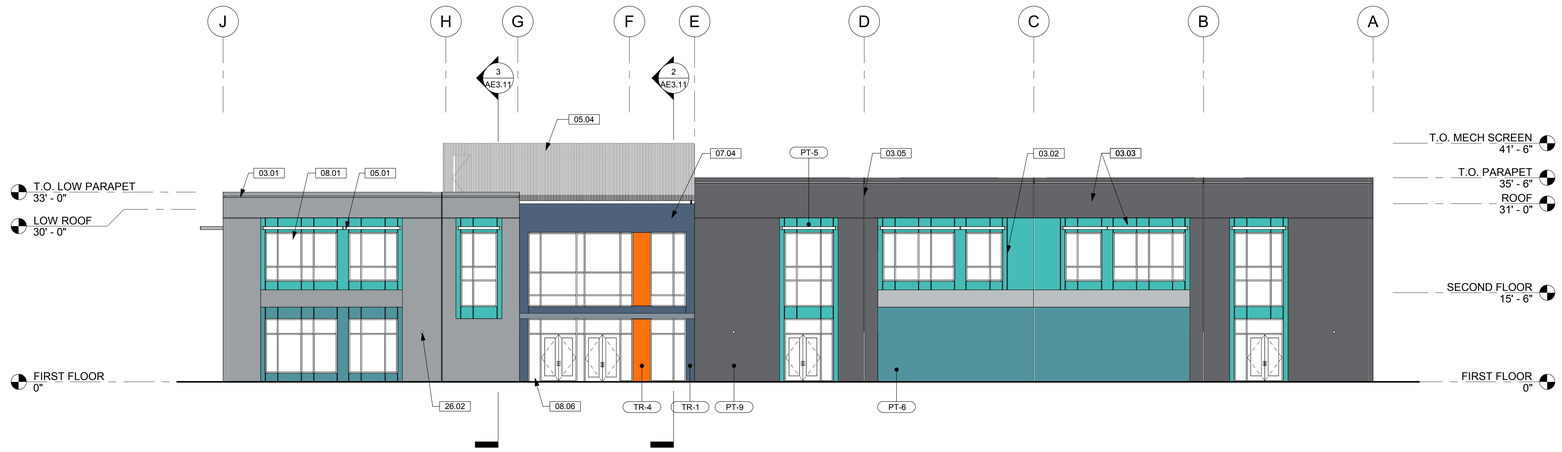
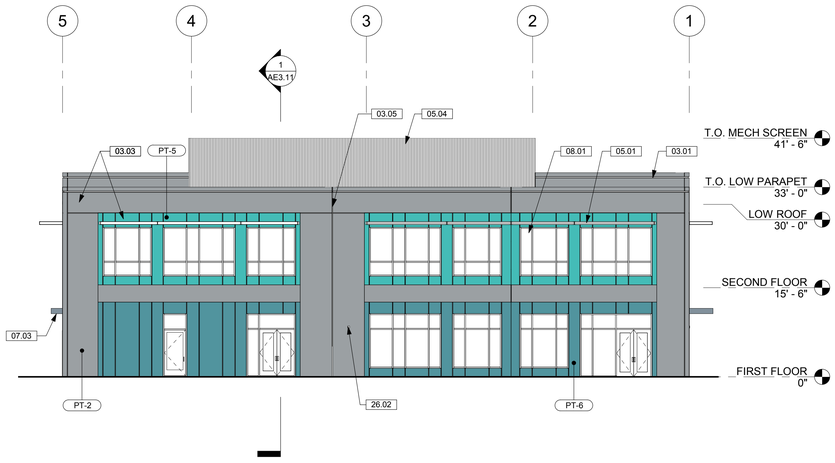


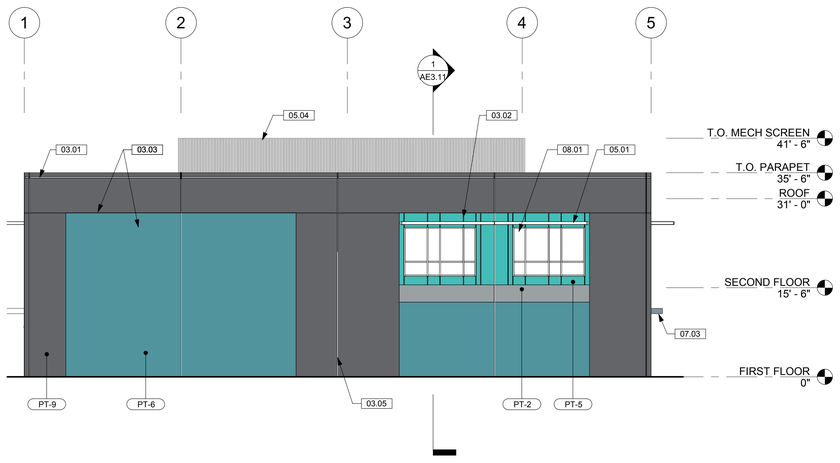
4 EXTERIOR ELEVATION SOUTH

3/32" = 1'-0"



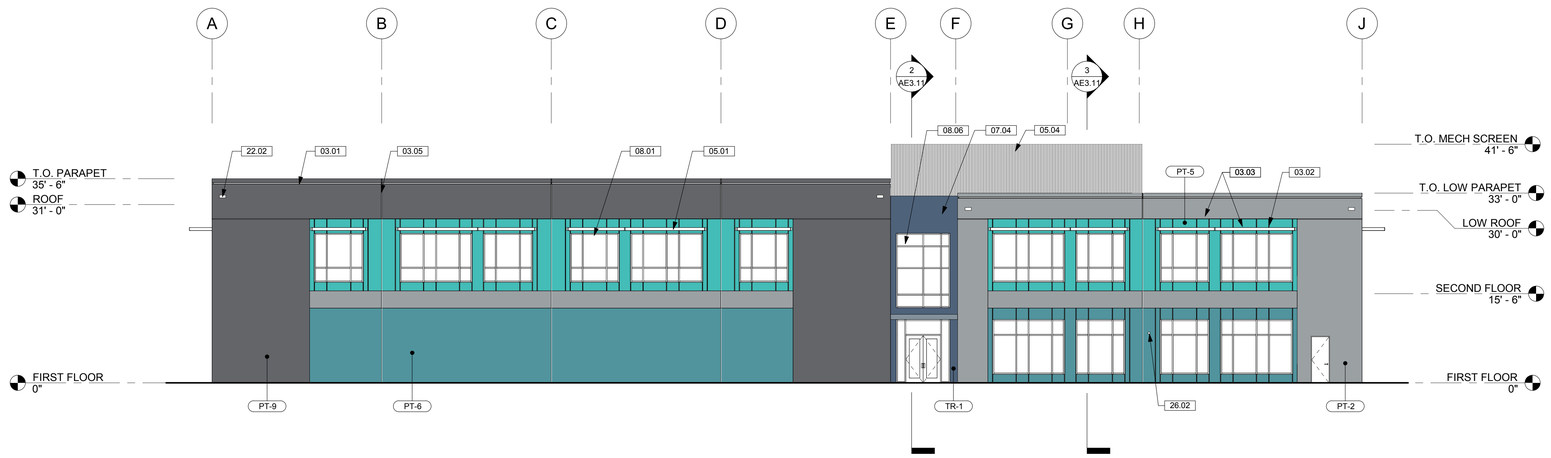
3 EXTERIOR ELEVATION WEST

3/32" = 1'-0"



2 EXTERIOR ELEVATION EAST

3/32" = 1'-0"



1 EXTERIOR ELEVATION NORTH

3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

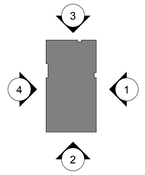
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - MS-GYM

EXTERIOR PAINT COLORS FOR MIDDLE SCHOOL GYM AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-3	TRESPA VERDIGRIS
TR-4	TRESPA RED ORANGE
PT-2	BENJAMIN MOORE 1614, DELRAY GRAY
PT-5	BENJAMIN MOORE 663, TEAL TONE
PT-6	BENJAMIN MOORE 726, RENDEZVOUS BAY
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PT-10	BENJAMIN MOORE 2061-60, CHAMPION COBALT



MS-GYM KEY PLAN

TRUE NORTH

Studio Bondy Architecture

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-GYM
EXTERIOR ELEVATIONS

AE3.01

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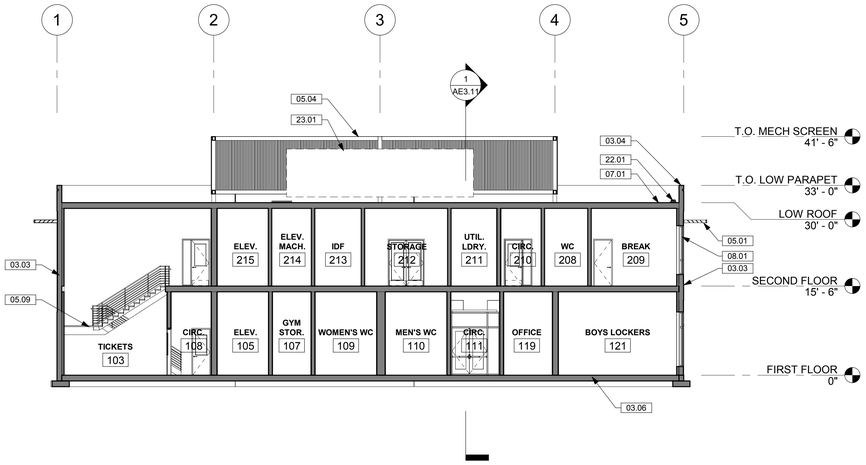
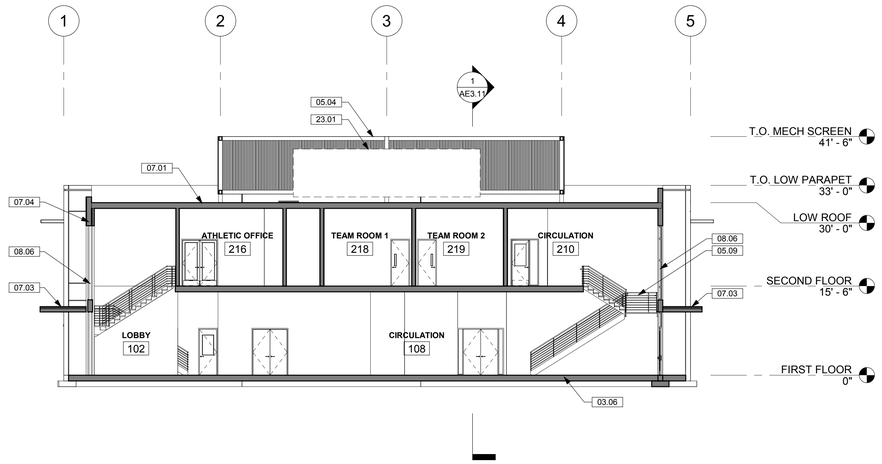


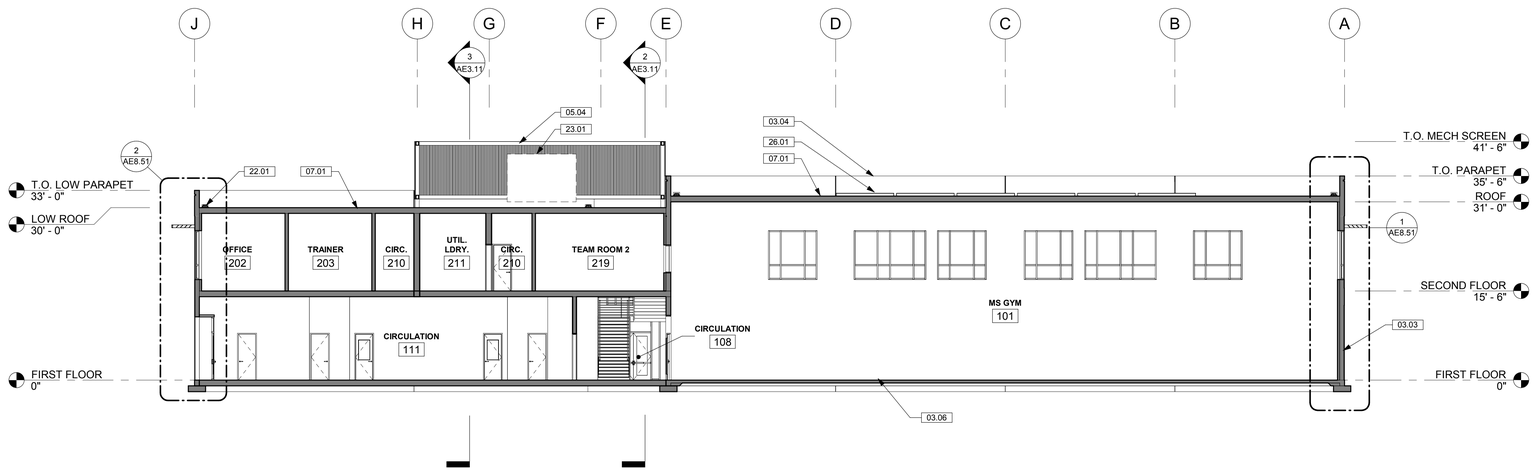
3 NORTH SOUTH BUILDING SECTION 2

3/32" = 1'-0"



2 NORTH SOUTH BUILDING SECTION 1

3/32" = 1'-0"



1 EAST WEST BUILDING SECTION

3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
22.01	ROOF DRAIN & OVERFLOW DRAIN
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

MS-GYM
BUILDING SECTIONS

AE3.11

C:\Revit local Projects\1607-HS_BUILDING_A_R19_CENTRAL_wu14

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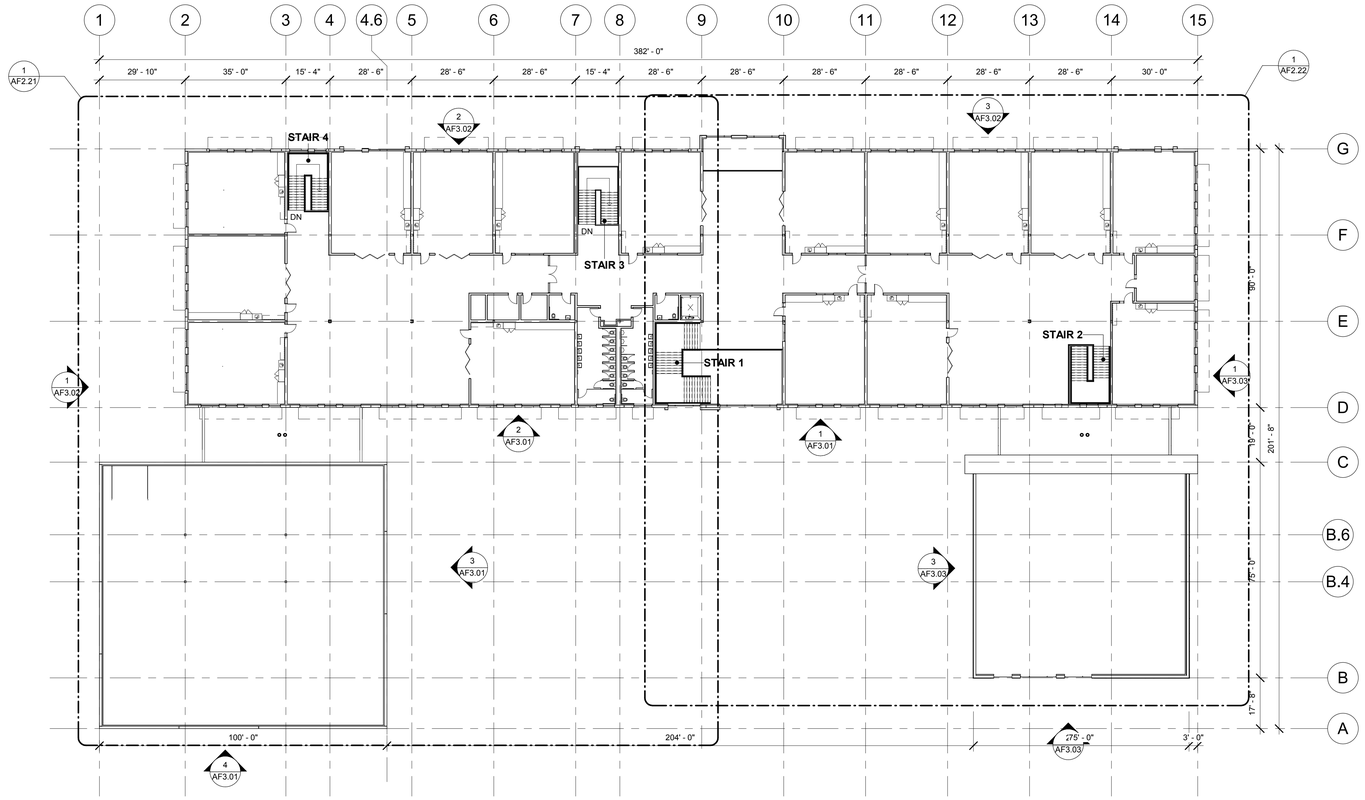
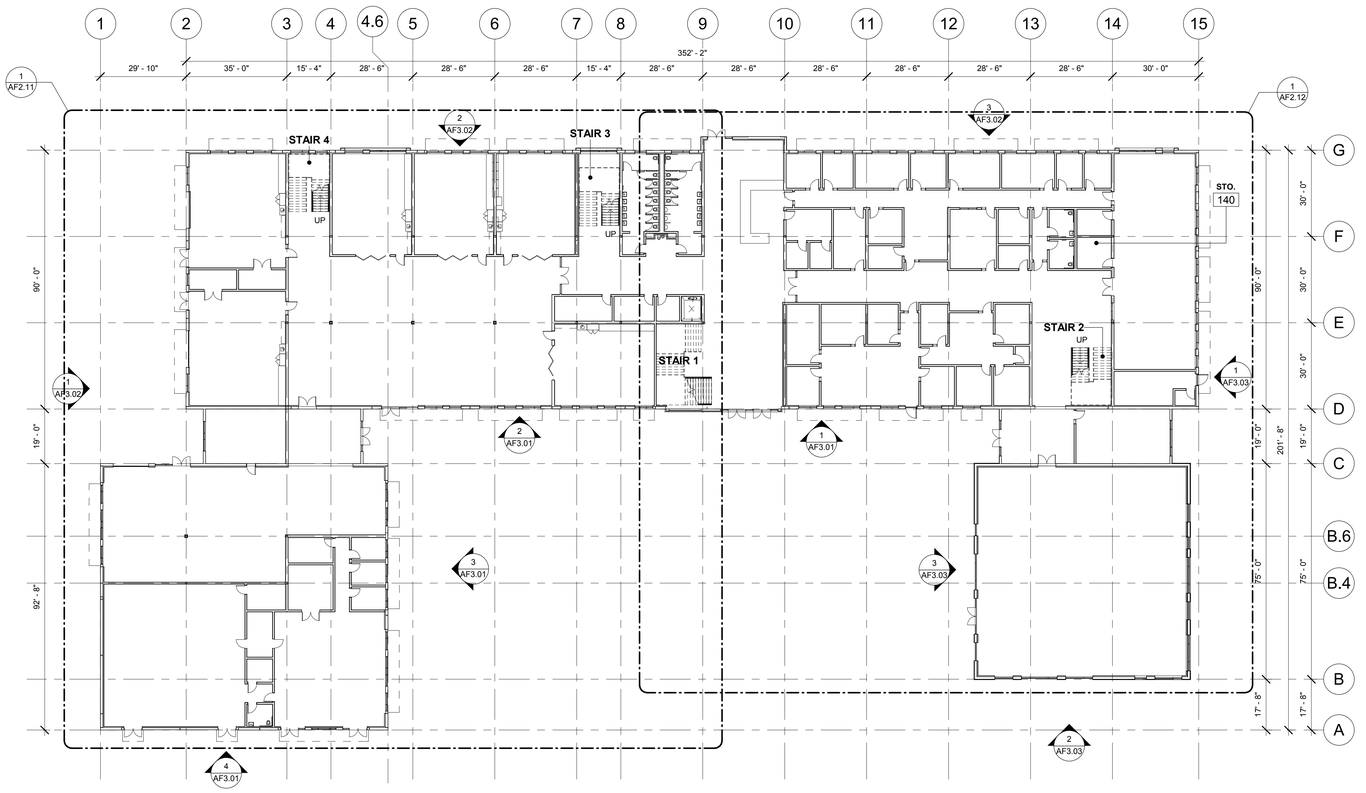


2 SECOND FLOOR PLAN

3/64" = 1'-0"



1 FIRST FLOOR PLAN

3/64" = 1'-0"

KEYNOTES

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 10' 20' 40'

HS-A
OVERALL FLOOR PLANS

AF2.01

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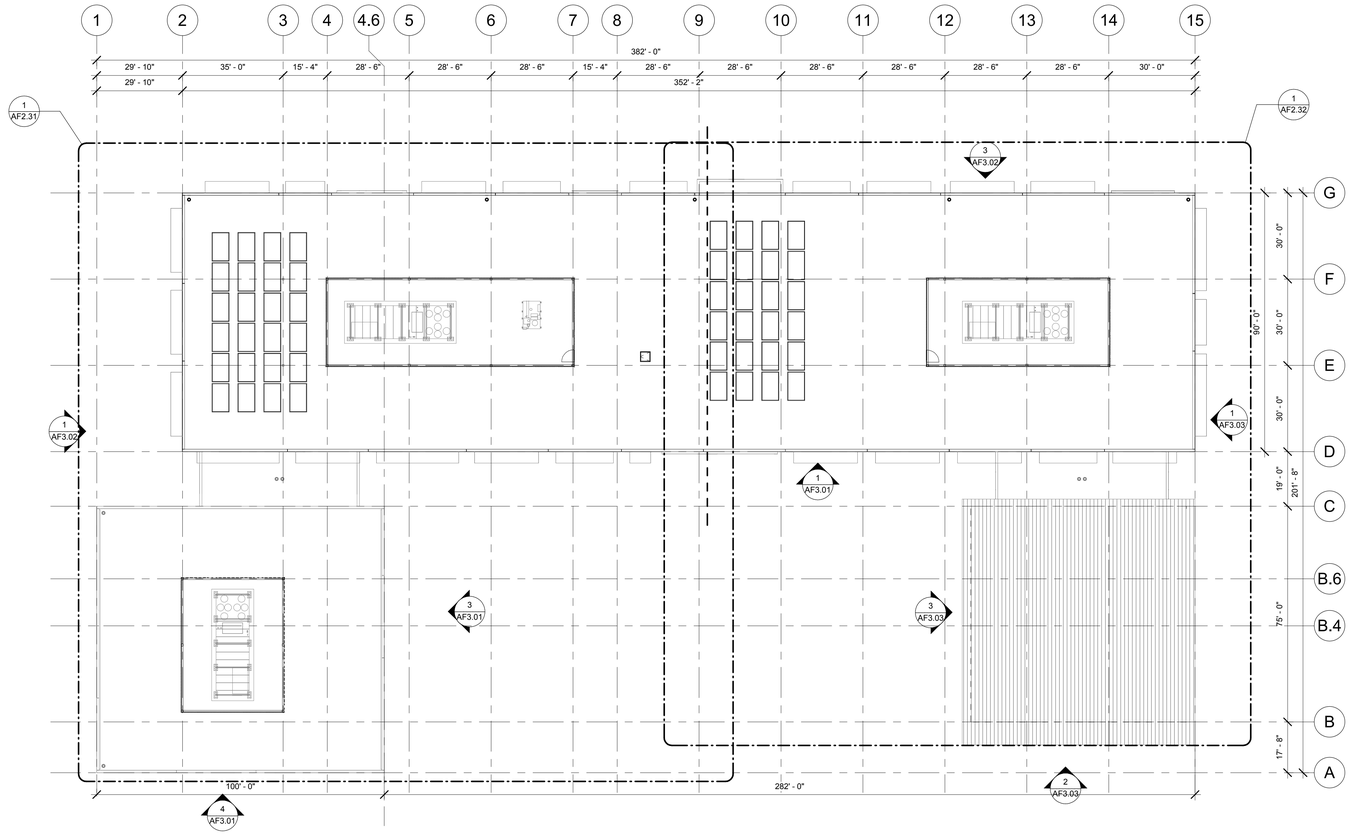
printed to scale

KEYNOTES



1 ROOF PLAN
3/64" = 1'-0"

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
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0 10' 20' 40'

HS-A
OVERALL ROOF PLAN

AF2.02

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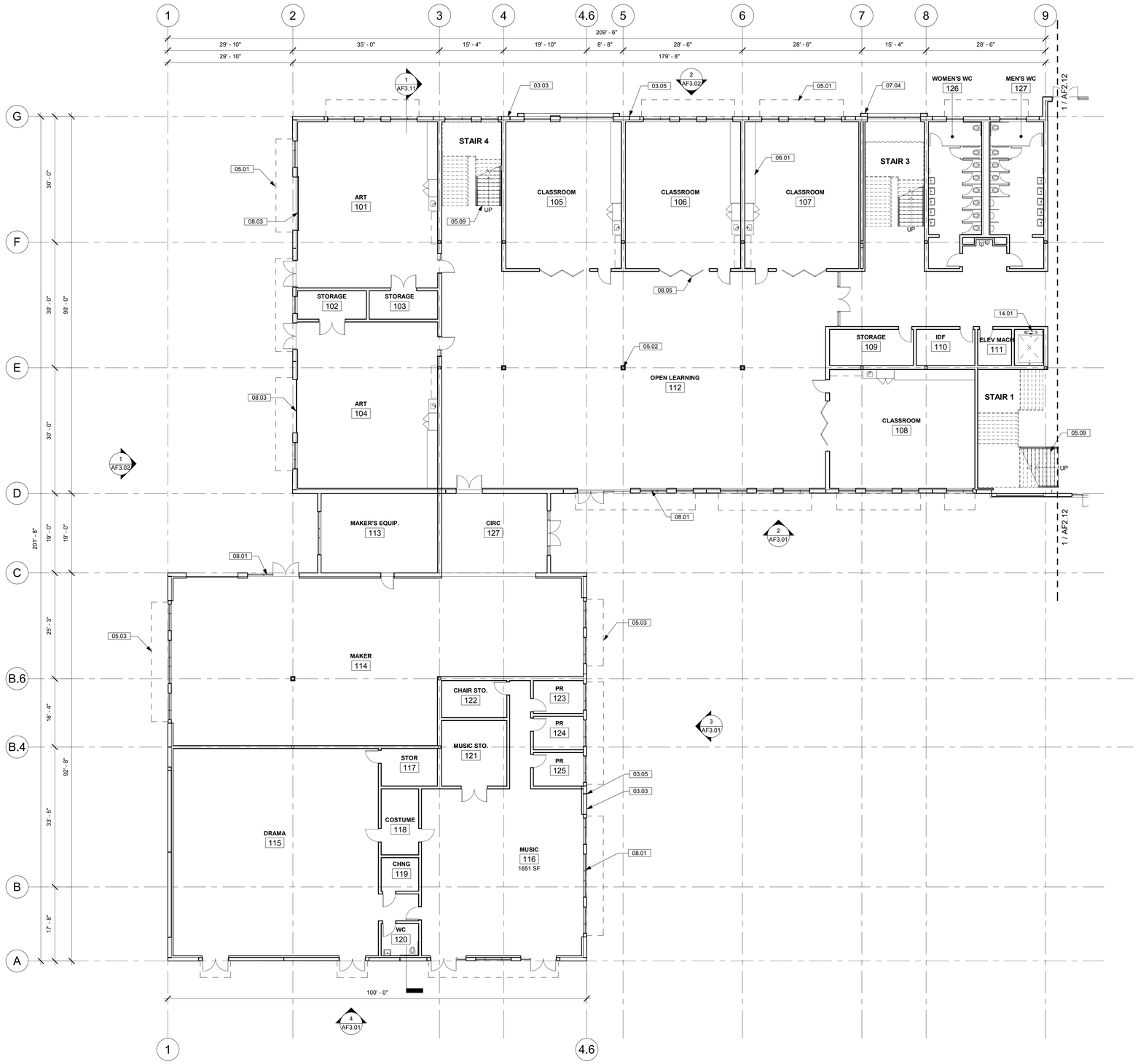

KEYNOTES

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03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.03	PTD. METAL GUARDRAIL W/ PTD. WELDED-WIRE STEEL MESH PANEL
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.03	ROLL-UP ALUMINUM GLAZED OVERHEAD DOOR
08.05	FOLDING GLASS WALL SYSTEM
14.01	ELEVATOR

TRUE NORTH

HS-A - KEY PLAN

1 FIRST FLOOR PLAN - SOUTH
3/32" = 1'-0"

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415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

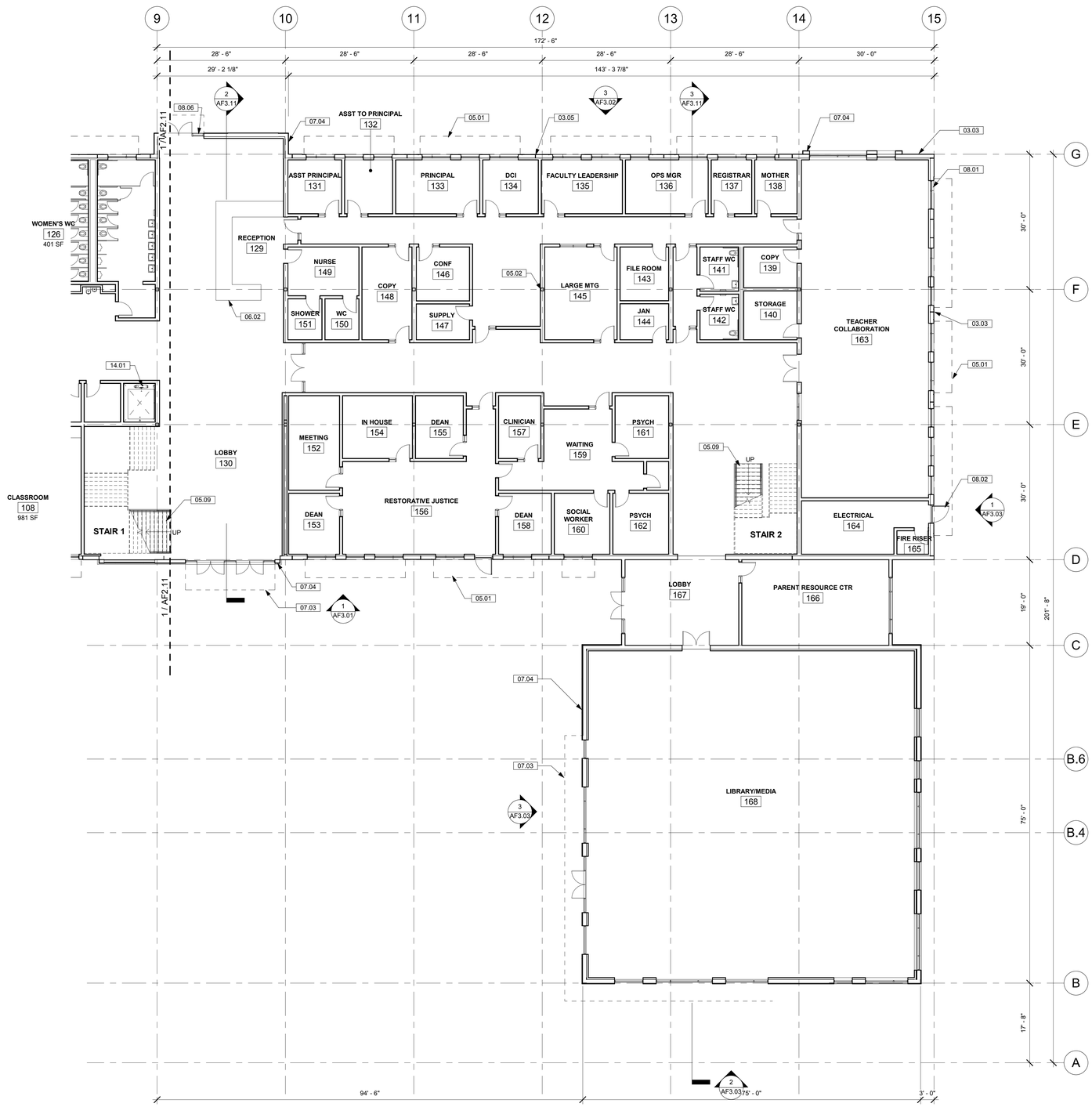
Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
FIRST FLOOR PLAN
SOUTH

AF2.11

9/7/2018 3:37:31 PM



KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.02	RECEPTION DESK
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.02	PTD. HOLLOW METAL DOOR
08.06	CURTAINWALL WINDOW SYSTEM
14.01	ELEVATOR

TRUE NORTH

HS-A - KEY PLAN

1 FIRST FLOOR PLAN - NORTH
3/32" = 1'-0"

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Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSUBRG CAMPUS

PROJECT NO.: 1607.00
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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
FIRST FLOOR PLAN
NORTH

AF2.12

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PROVISIONS. REFER TO THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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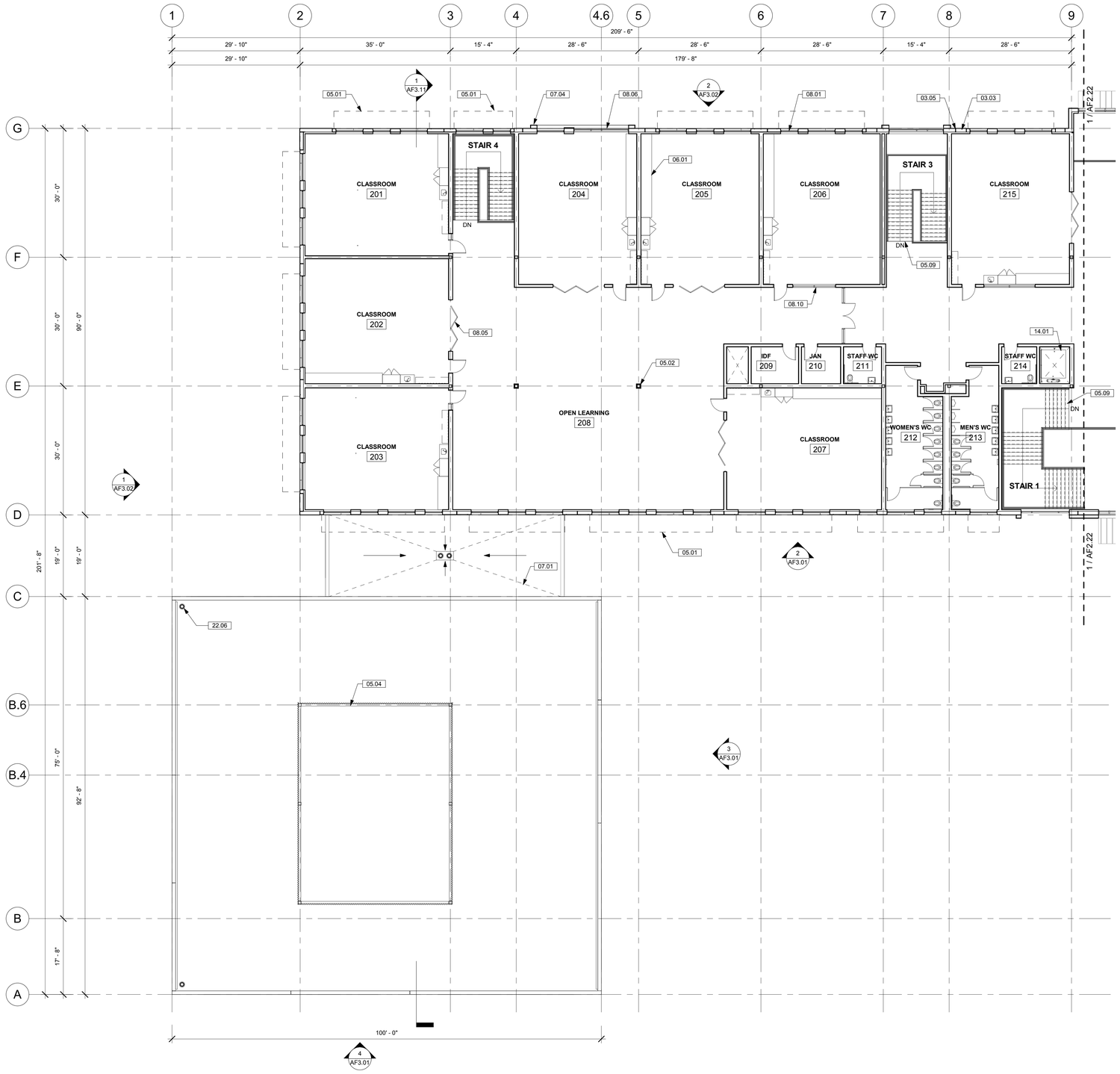

1 SECOND FLOOR PLAN - SOUTH
3/32" = 1'-0"

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM
08.10	INT. HOLLOW METAL WINDOW
14.01	ELEVATOR
22.06	ROOF DRAIN & OVERFLOW SCUPPER

TRUE NORTH

HS-A - KEY PLAN

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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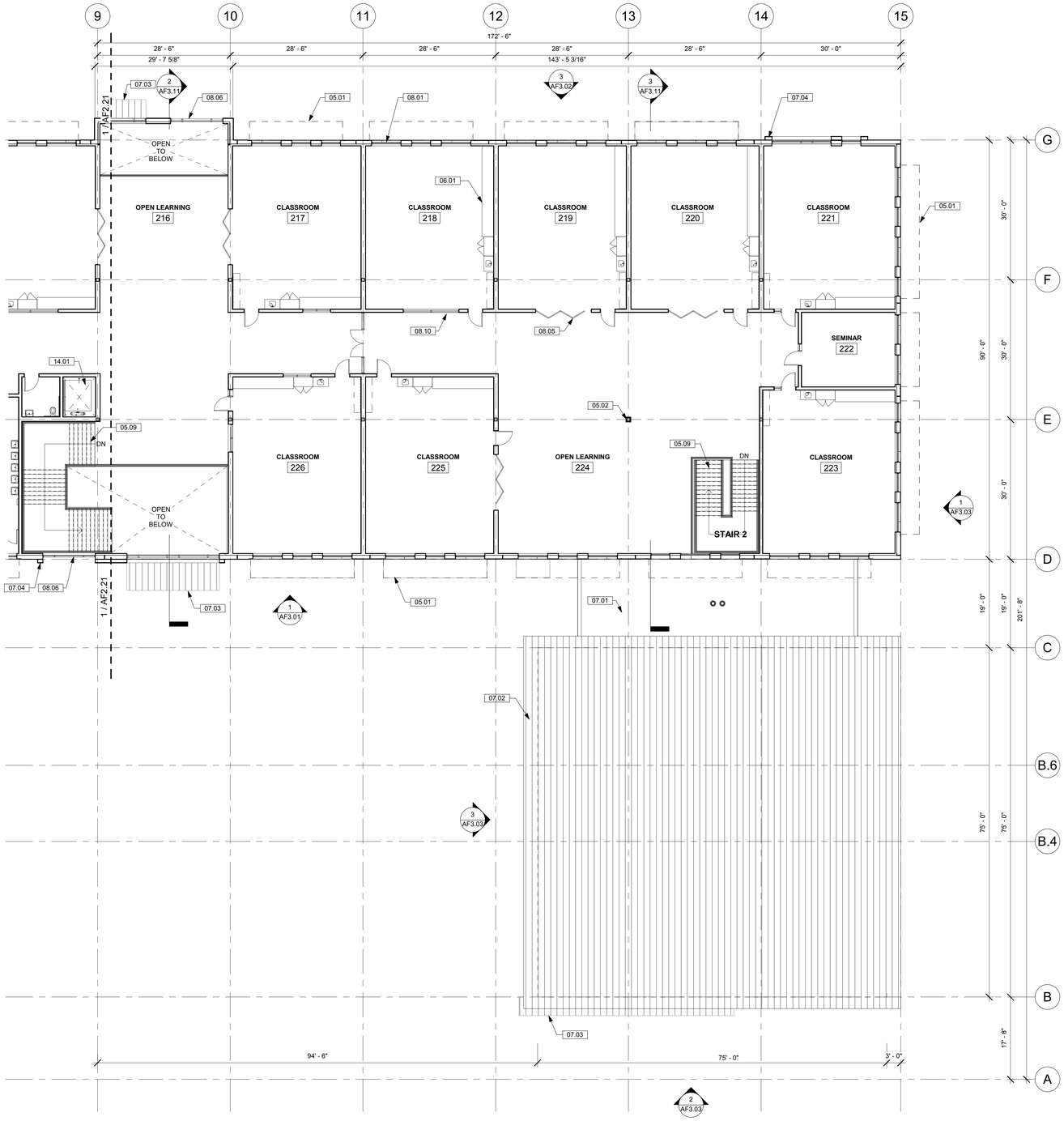
PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
SECOND FLOOR PLAN
SOUTH

AF2.21



KEYNOTES

05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.05	FOLDING GLASS WALL SYSTEM
08.06	CURTAINWALL WINDOW SYSTEM
08.10	INT. HOLLOW METAL WINDOW
14.01	ELEVATOR

TRUE NORTH

HS-A - KEY PLAN

1 SECOND FLOOR PLAN - NORTH
3/32" = 1'-0"

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
SECOND FLOOR PLAN
NORTH

AF2.22

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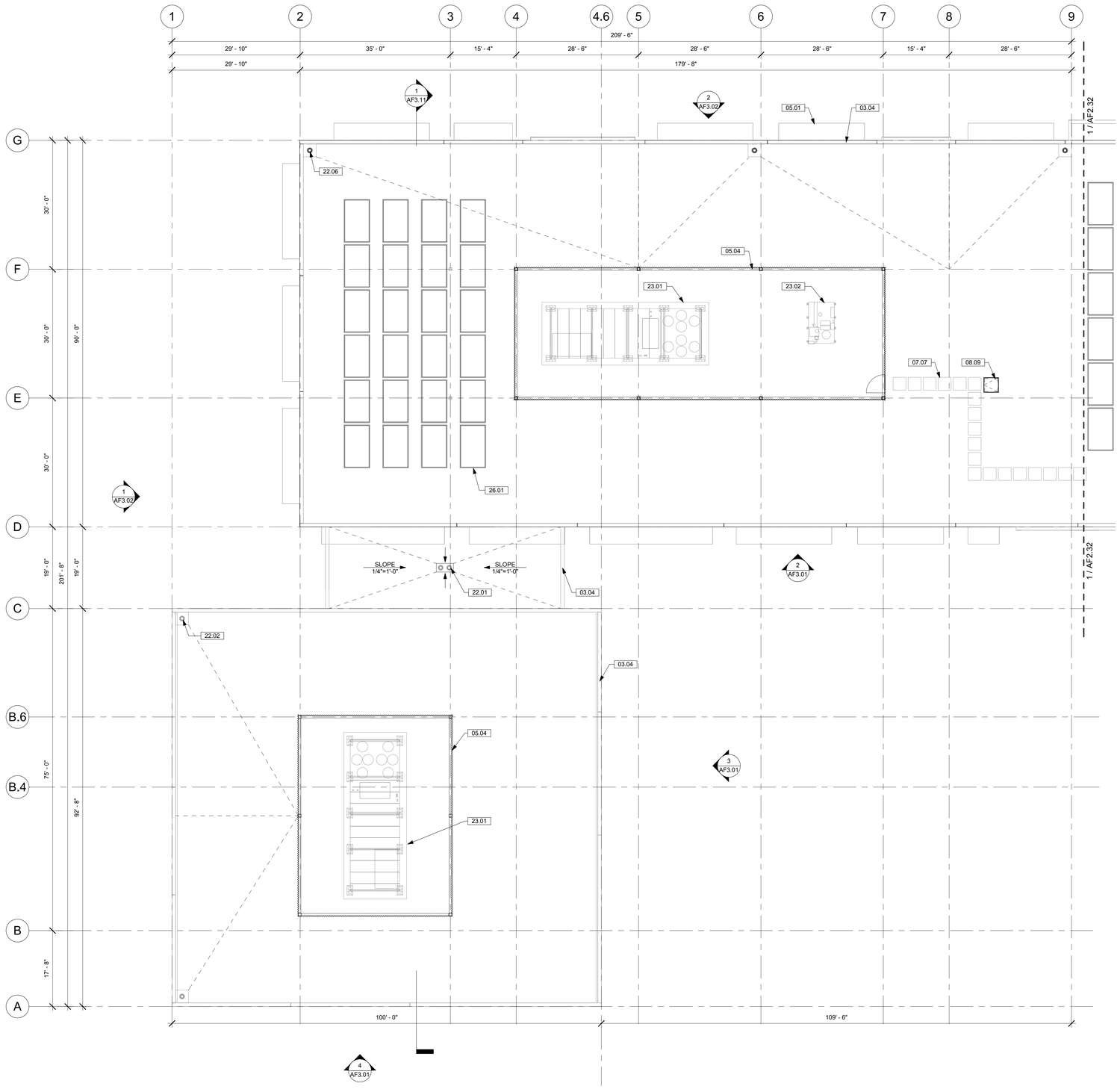


1 ROOF PLAN - SOUTH
3/32" = 1'-0"

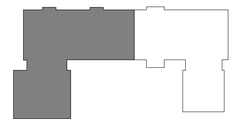
NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.07	ROOF WALK PAD
08.09	3'X3' ROOF ACCESS HATCH
22.01	ROOF DRAIN & OVERFLOW DRAIN
22.02	OVERFLOW SCUPPER
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

TRUE NORTH



HS-A - KEY PLAN

Studio Bondy Architecture

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
ROOF PLAN
SOUTH

AF2.31

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ADDITIONAL TREATY PROVISIONS. REFER TO THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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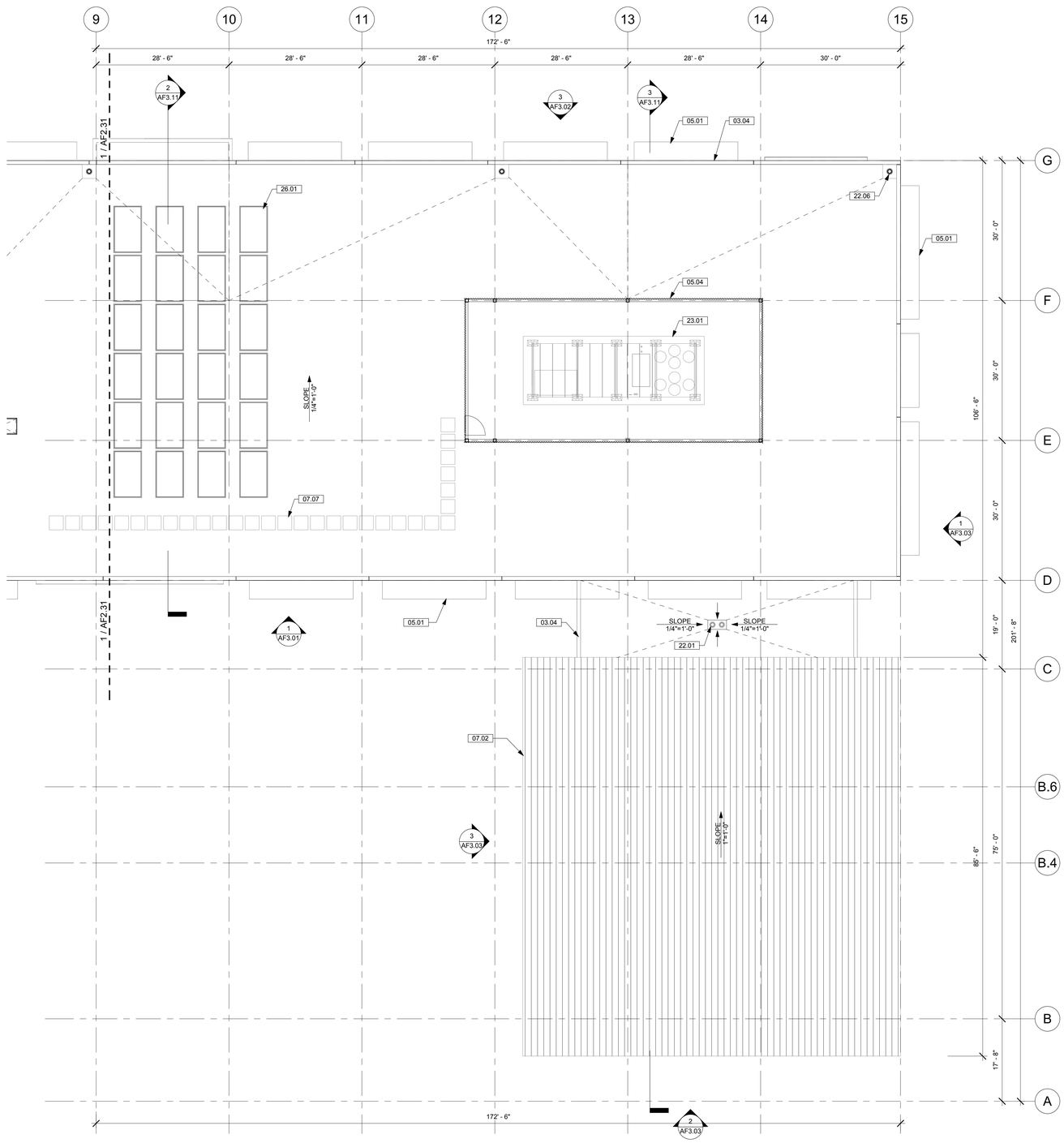

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
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KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.07	ROOF WALK PAD
22.01	ROOF DRAIN & OVERFLOW DRAIN
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

1 ROOF PLAN - NORTH
3/32" = 1'-0"

TRUE NORTH

HS-A - KEY PLAN

Studio Bondy Architecture

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
ROOF PLAN
NORTH

AF2.32

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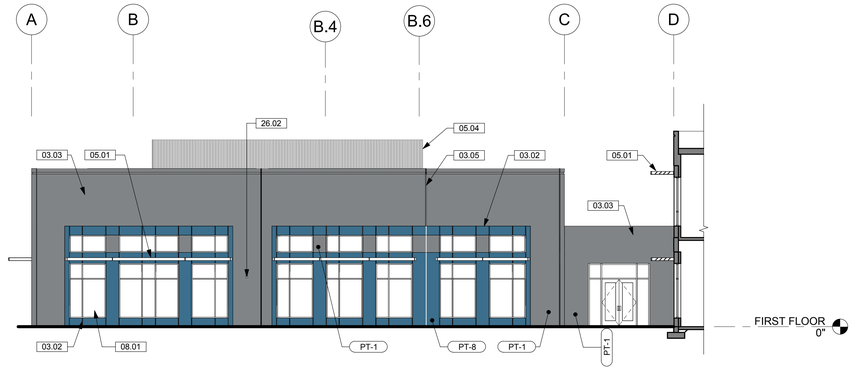
4 EXT. ELEV. SOUTH WING - EAST
3/32" = 1'-0"



3 EXT. ELEV. SOUTH WING - NORTH
3/32" = 1'-0"

2 EXTERIOR ELEVATION - EAST (SOUTH WING)
3/32" = 1'-0"

1 EXTERIOR ELEVATION - EAST (NORTH WING)
3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS; UON.

KEYNOTES

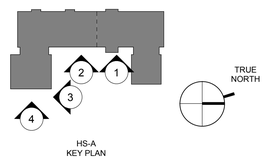
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - HS-A

EXTERIOR PAINT COLORS FOR HIGH SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-5	TRESPA SPRING GREEN
FM-1	FUNDERMAX GRAPE
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-7	BENJAMIN MOORE 769,DREAM I CAN FLY
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PF-1	PREFIN COOL REGAL BLUE



HS-A
KEY PLAN

Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
EXTERIOR ELEVATIONS

AF3.01

9/7/2018 4:00:14 PM

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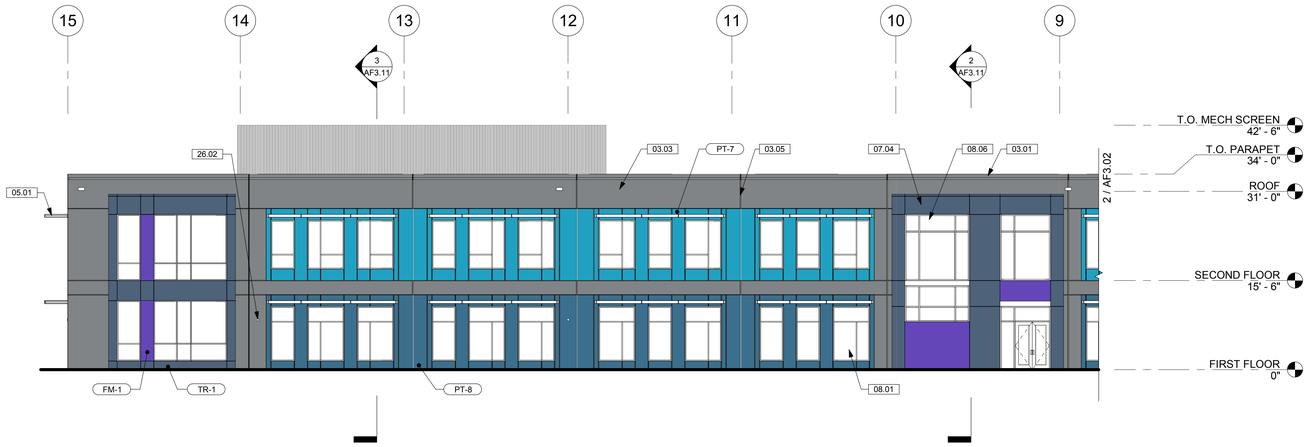

3 EXTERIOR ELEVATION - WEST (NORTH WING)

3/32" = 1'-0"

2 EXTERIOR ELEVATION - WEST (SOUTH WING)

3/32" = 1'-0"

1 EXTERIOR ELEVATION - SOUTH

3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W.LOW E GLAZING
08.03	ROLL-UP ALUMINUM GLAZED OVERHEAD DOOR
08.06	CURTAINWALL WINDOW SYSTEM
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - HS-A

EXTERIOR PAINT COLORS FOR high SCHOOL BUILDING A
AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

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TR-5	TRESPA SPRING GREEN
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PT-1	BENJAMIN MOORE 1615, ROCK GRAY
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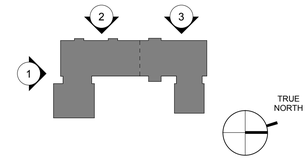
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PF-1	PREFIN COOL REGAL BLUE



HS-A
KEY PLAN

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
EXTERIOR ELEVATIONS

AF3.02

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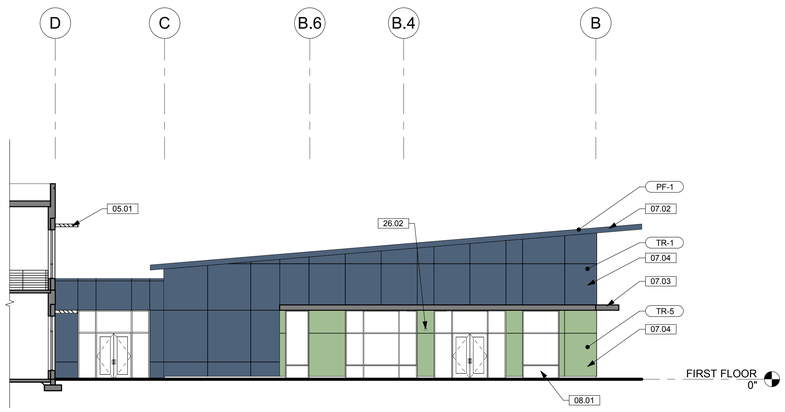
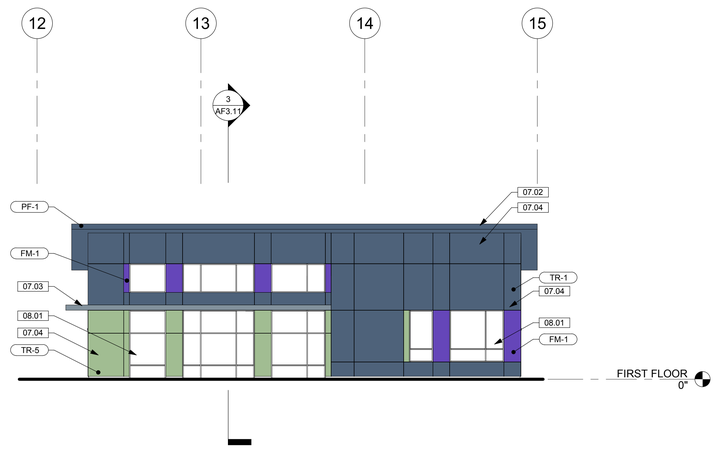
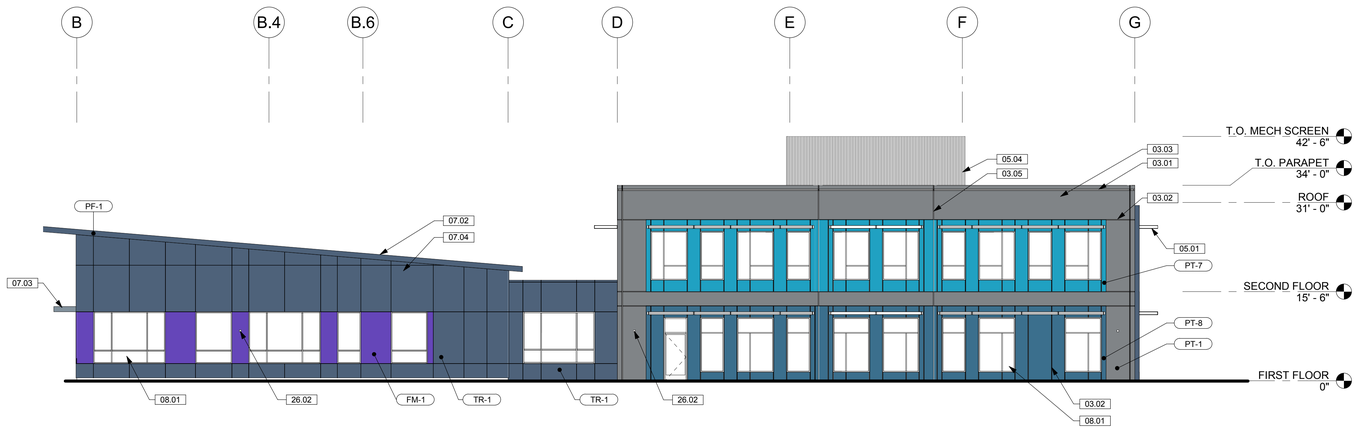


3 NORTH WING - EXT. ELEV. SOUTH
3/32" = 1'-0"



2 NORTH WING - EXT. ELEV. EAST
3/32" = 1'-0"



1 EXTERIOR ELEVATION NORTH
3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

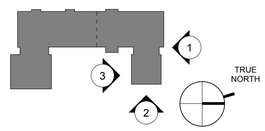
03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - HS-A

EXTERIOR PAINT COLORS FOR HIGH SCHOOL BUILDING A AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-5	TRESPA SPRING GREEN
FM-1	FUNDERMAX GRAPE
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-7	BENJAMIN MOORE 769,DREAM I CAN FLY
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PF-1	PREFIN COOL REGAL BLUE



HS-A
KEY PLAN

Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
EXTERIOR ELEVATIONS

AF3.03

9/7/2018 4:41:13 PM

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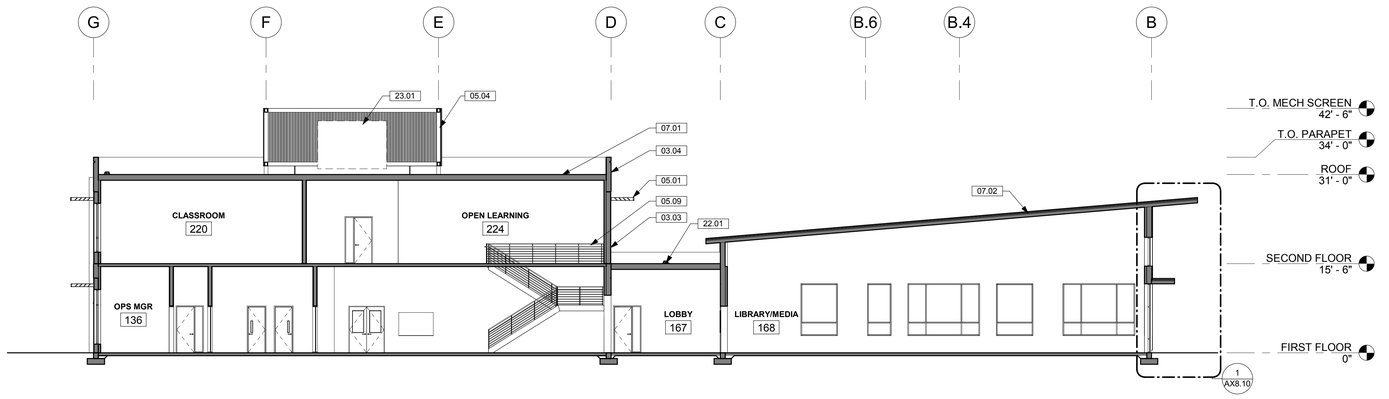
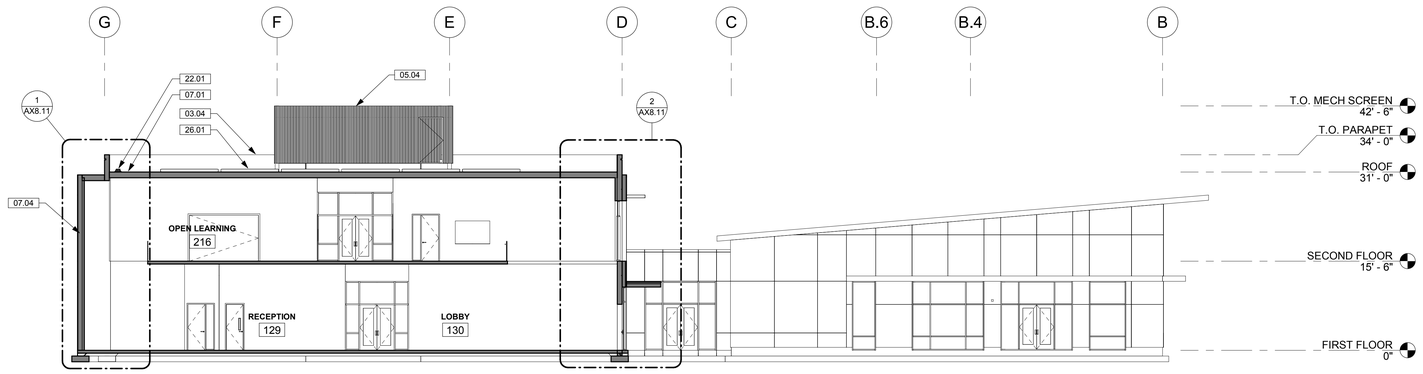


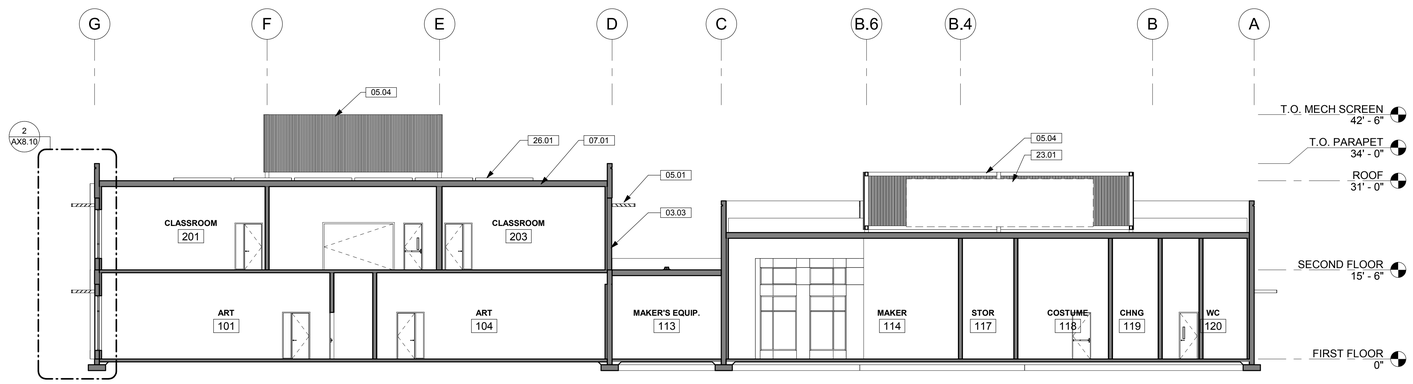
3 BUILDING SECTION AT NORTH WING

3/32" = 1'-0"



2 BUILDING SECTION AT ENTRY STAIR

3/32" = 1'-0"



1 BUILDING SECTION AT SOUTH WING

3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
22.01	ROOF DRAIN & OVERFLOW DRAIN
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

Studio
Bondy
Architecture

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-A
BUILDING SECTIONS

AF3.11

C:\Users\daniel\Documents\1607_HS_BUILDING_B_FYE_CENTRAL_Daniel.rvt

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1 FIRST FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.02	PTD. HOLLOW METAL DOOR
08.05	FOLDING GLASS WALL SYSTEM
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
14.01	ELEVATOR

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-B
FIRST FLOOR PLAN

AG2.10

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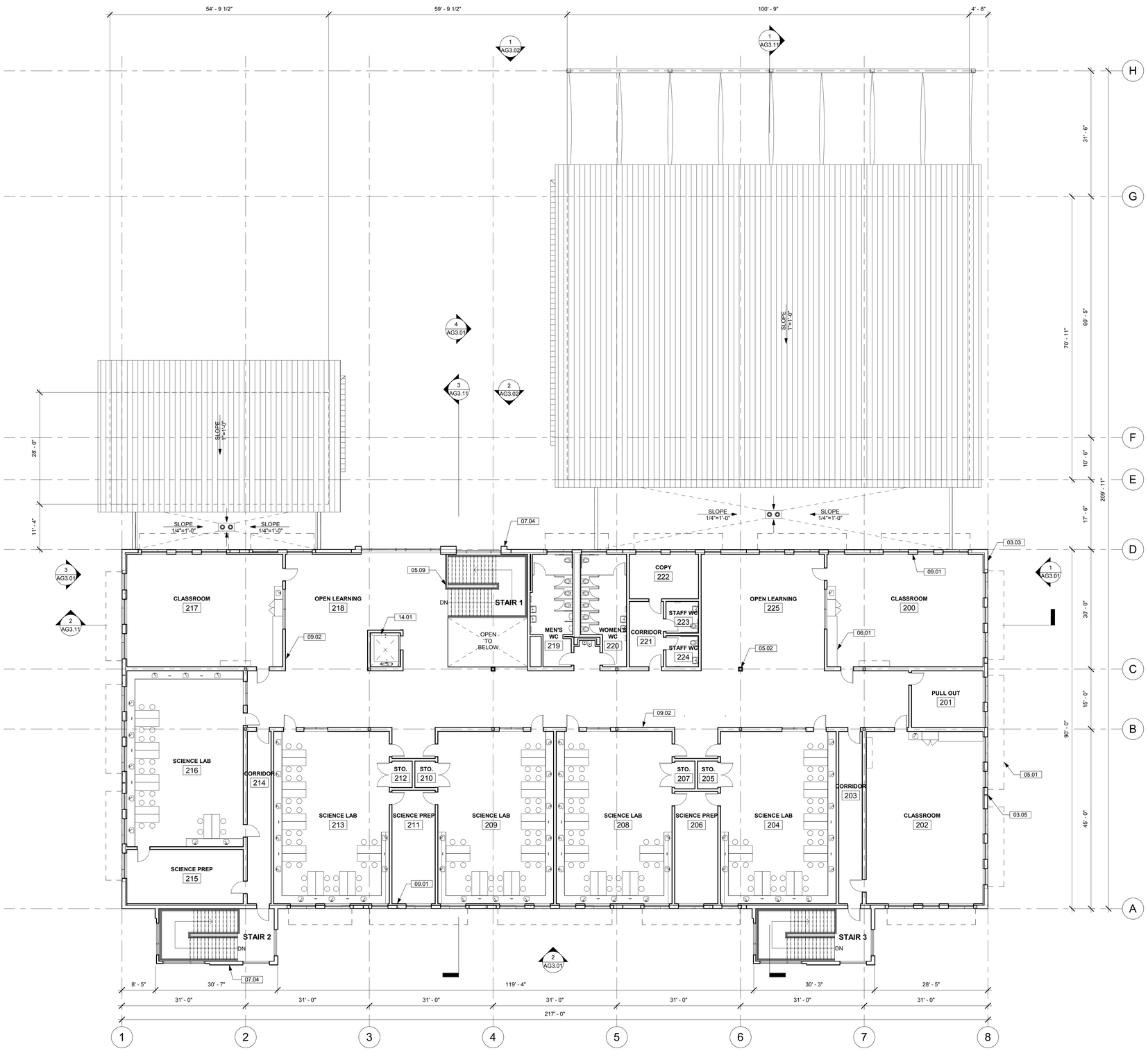

1 SECOND FLOOR PLAN
3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
06.01	CUSTOM CASEWORK, TYP. EA. CLASSROOM
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
14.01	ELEVATOR

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-B
SECOND FLOOR PLAN

AG2.20

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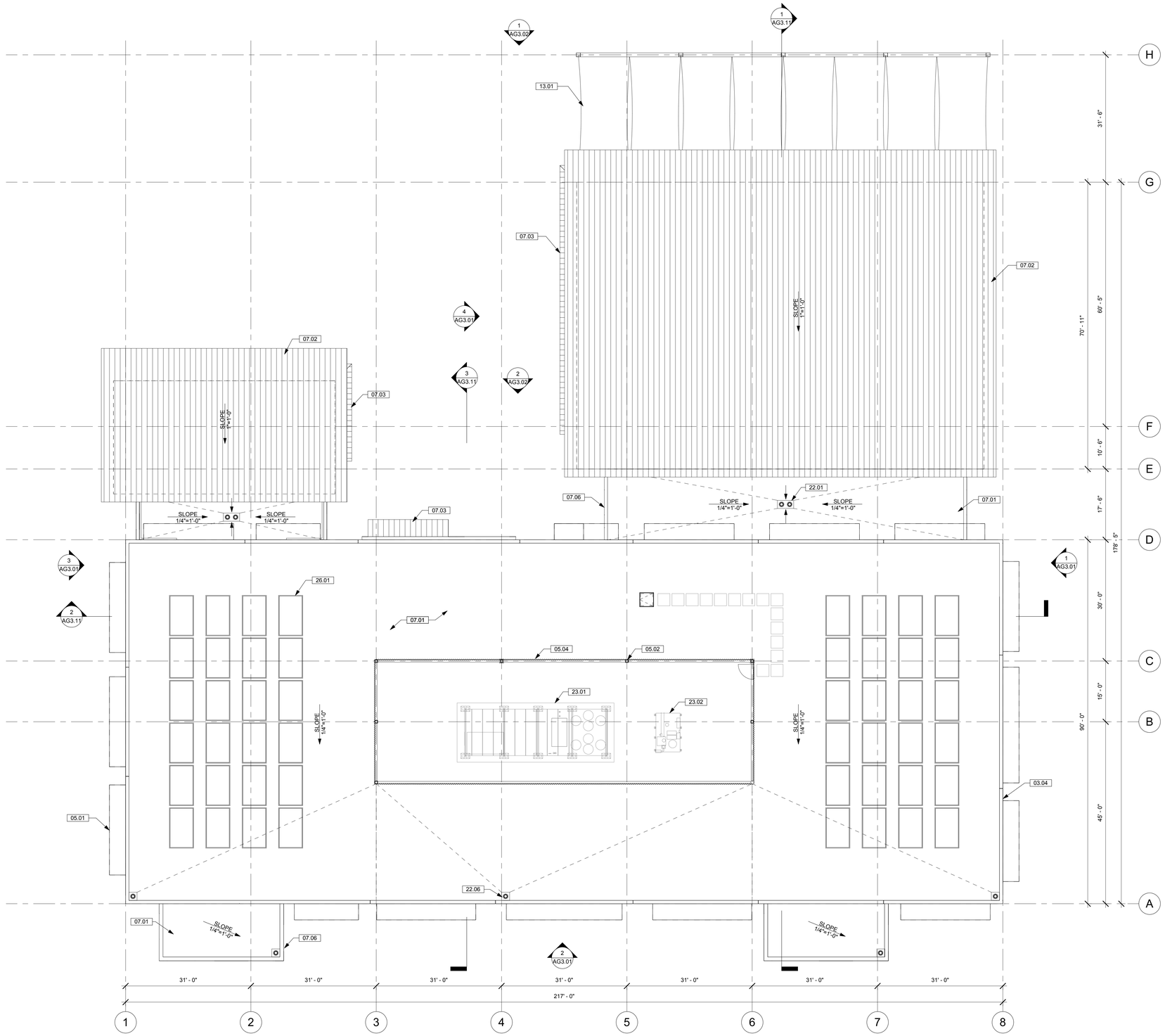

1 ROOF PLAN
3/32" = 1'-0"

TRUE NORTH

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY.
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
13.01	TENSILE FABRIC SHADE STRUCTURE
22.01	ROOF DRAIN & OVERFLOW DRAIN
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
23.02	BOILER, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

Studio Bondy Architecture

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

HS-B
ROOF PLAN

AG2.30

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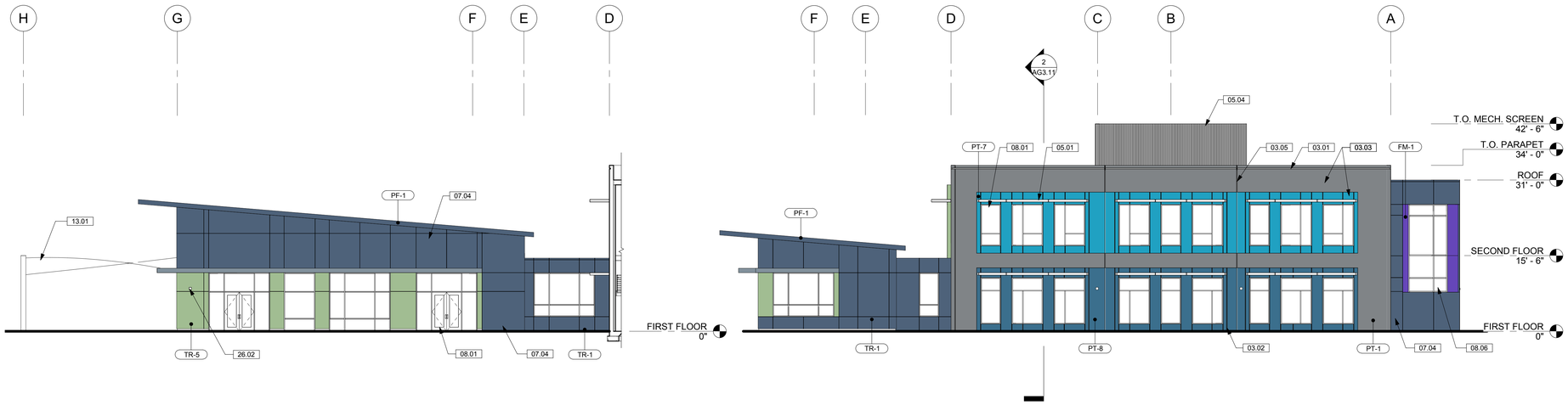

4 EXTERIOR ELEVATION SOUTH 2
3/32" = 1'-0"

3 EXTERIOR ELEVATION SOUTH
3/32" = 1'-0"

2 EXTERIOR ELEVATION EAST
3/32" = 1'-0"

1 EXTERIOR ELEVATION NORTH
3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

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03.05	TILT-UP CONC. PANEL JOINT
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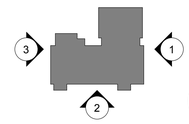
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

COLOR LEGEND - HS-B

EXTERIOR PAINT COLORS FOR HIGH SCHOOL BUILDING B AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-5	TRESPA SPRING GREEN
FM-1	FUNDERMAX GRAPE
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-7	BENJAMIN MOORE 776, DREAM I CAN FLY
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PF-1	PREFIN COOL REGAL BLUE



HS - B
KEY PLAN, NTS.

Studio
Bondy
Architecture

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-B
EXTERIOR ELEVATIONS

AG3.01

C:\Users\dsteer\Documents\1607_HS_BUILDING_B_PHI_CENTRAL_Dsteer.rvt

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2 EXTERIOR ELEVATION / SECTION WEST

3/32" = 1'-0"

1 EXTERIOR ELEVATION WEST

3/32" = 1'-0"

NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.

KEYNOTES

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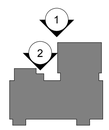
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
13.01	TENSILE FABRIC SHADE STRUCTURE

COLOR LEGEND - HS-B

EXTERIOR PAINT COLORS FOR HIGH SCHOOL BUILDING B AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-5	TRESPA SPRING GREEN
FM-1	FUNDERMAX GRAPE
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-7	BENJAMIN MOORE 776, DREAM I CAN FLY
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY
PF-1	PREFIN COOL REGAL BLUE



HS - B
KEY PLAN, NTS.

TRUE NORTH

Studio Bondy Architecture

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MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-B
EXTERIOR ELEVATIONS

AG3.02

9/7/2018 1:42:03 PM

C:\Users\daniel\Documents\1607_HS_BUILDING_B_PIT_CENTRAL_Daniel.rvt
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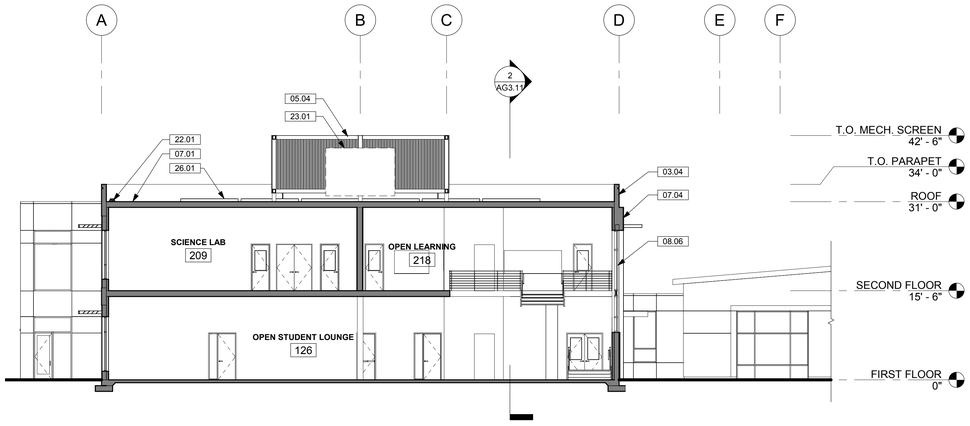
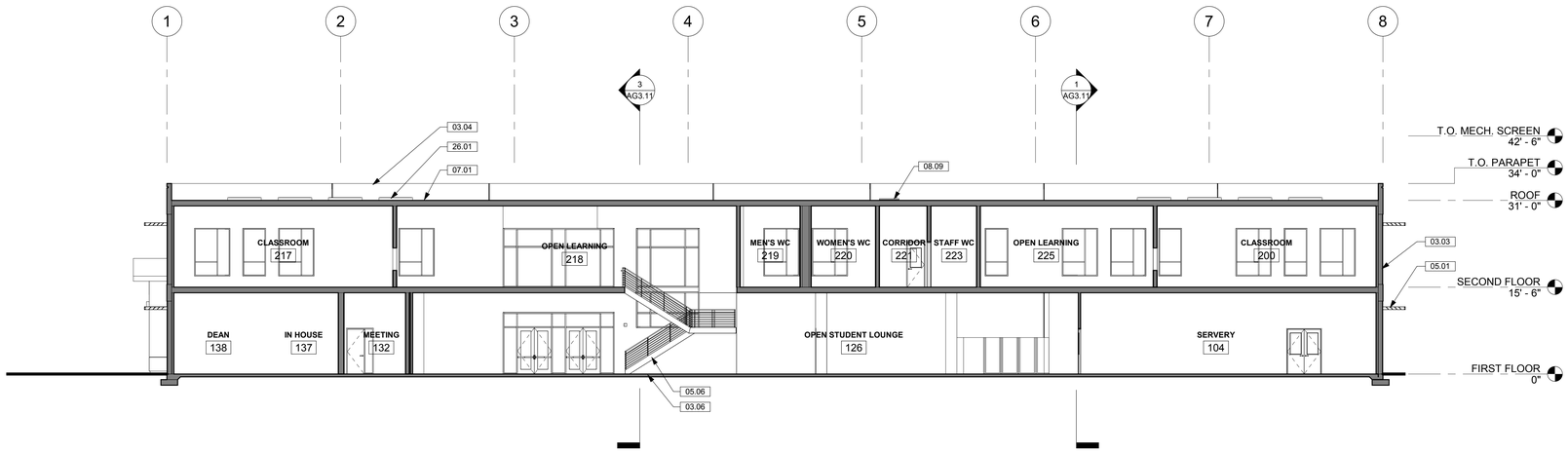
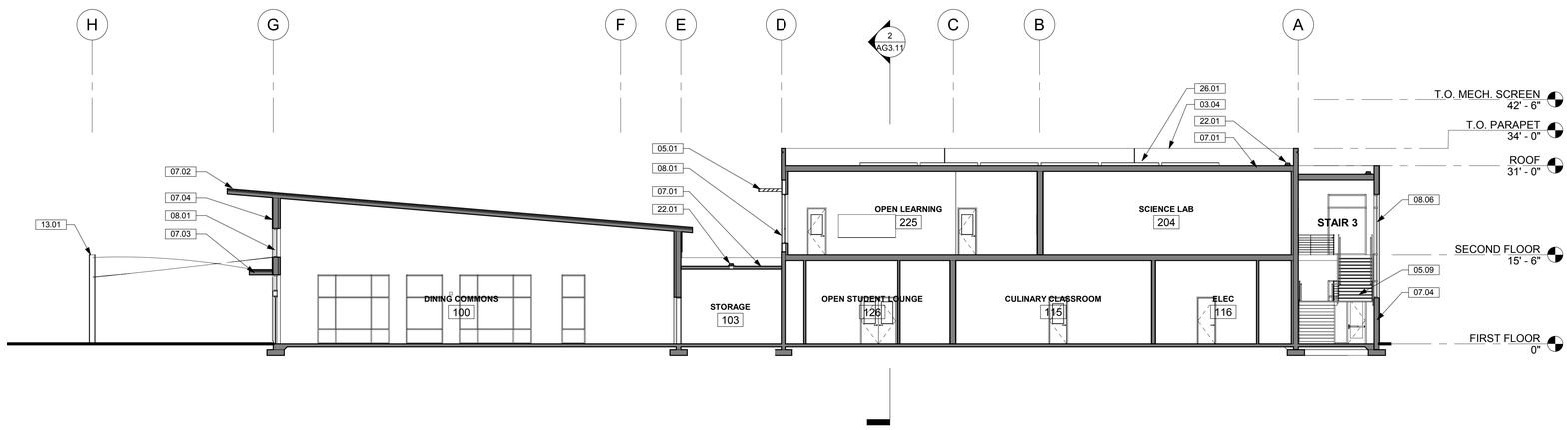


3 EAST - WEST SECTION
3/32" = 1'-0"



2 NORTH - SOUTH SECTION
3/32" = 1'-0"



1 EAST - WEST SECTION
3/32" = 1'-0"

NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.06	EXT. PTD. STEEL STAIR W/ CONC.-FILLED METAL PANS
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.06	CURTAINWALL WINDOW SYSTEM
08.09	3'X3' ROOF ACCESS HATCH
13.01	TENSILE FABRIC SHADE STRUCTURE
22.01	ROOF DRAIN & OVERFLOW DRAIN
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS-B
BUILDING SECTIONS

AG3.11

C:_Revit local Projects\1607_HS_GYM_R18_LOCAL_Nolan.rvt

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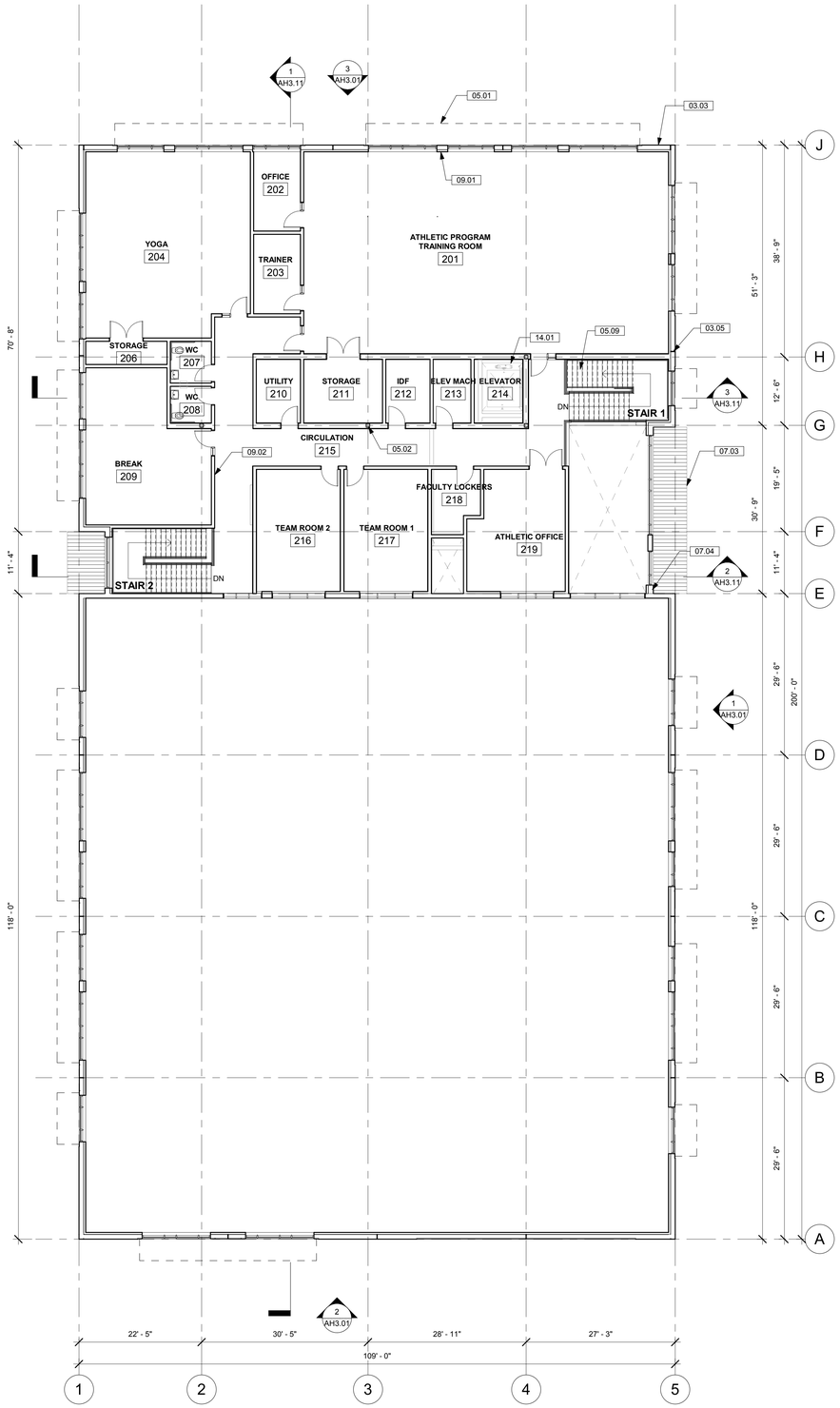
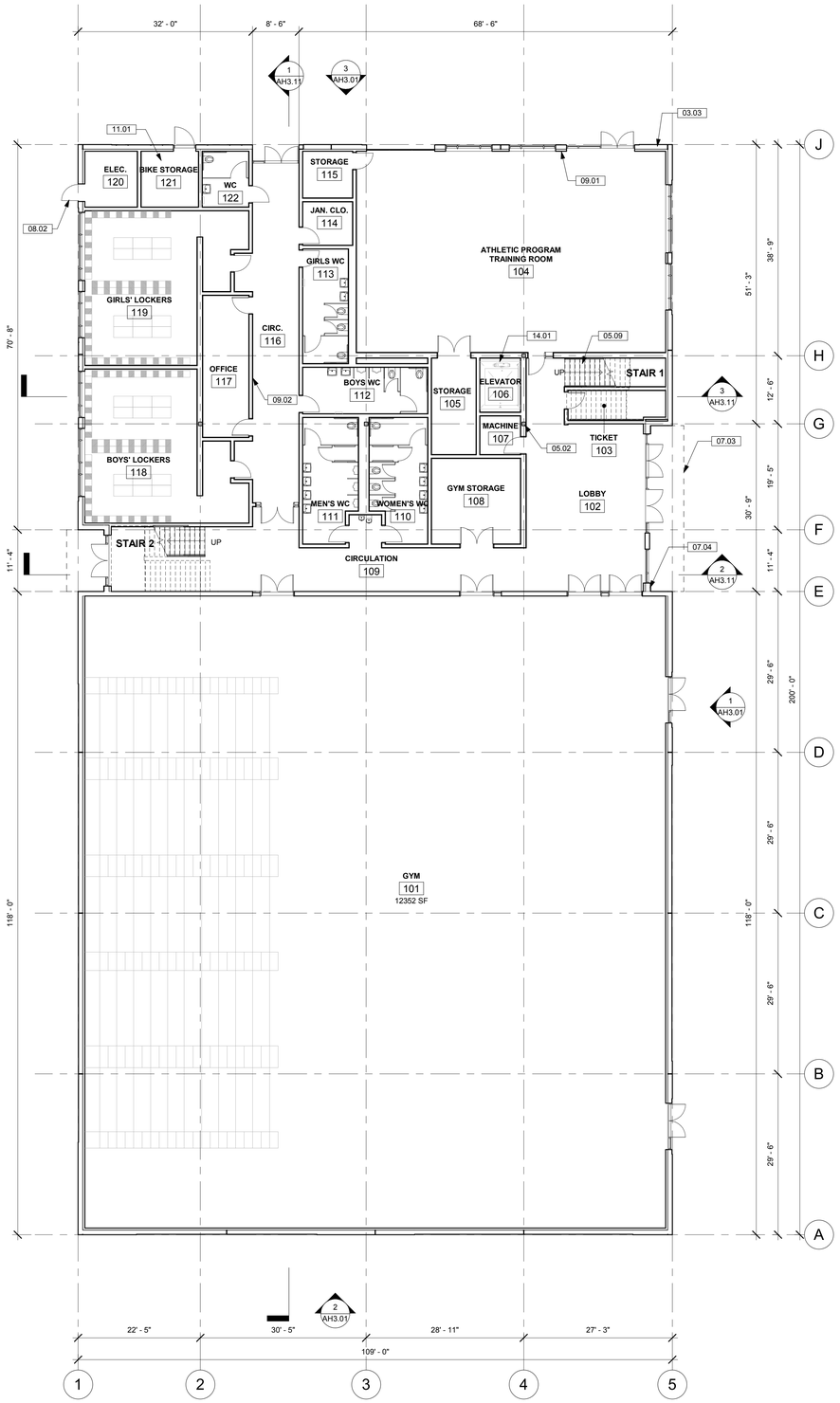


2 SECOND FLOOR PLAN

3/32" = 1'-0"

TRUE NORTH



1 FIRST FLOOR PLAN

3/32" = 1'-0"

TRUE NORTH

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN, TYP.
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.02	PTD. HOLLOW METAL DOOR
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.
09.02	INT. PARTITION TO UNDERSIDE OF STRUCTURE W/ACOUSTIC INSUL.
11.01	BIKE RACK, TYP. OF 6
14.01	ELEVATOR

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS- GYM
FLOOR PLANS

AH2.10

9/7/2018 3:37:12 PM

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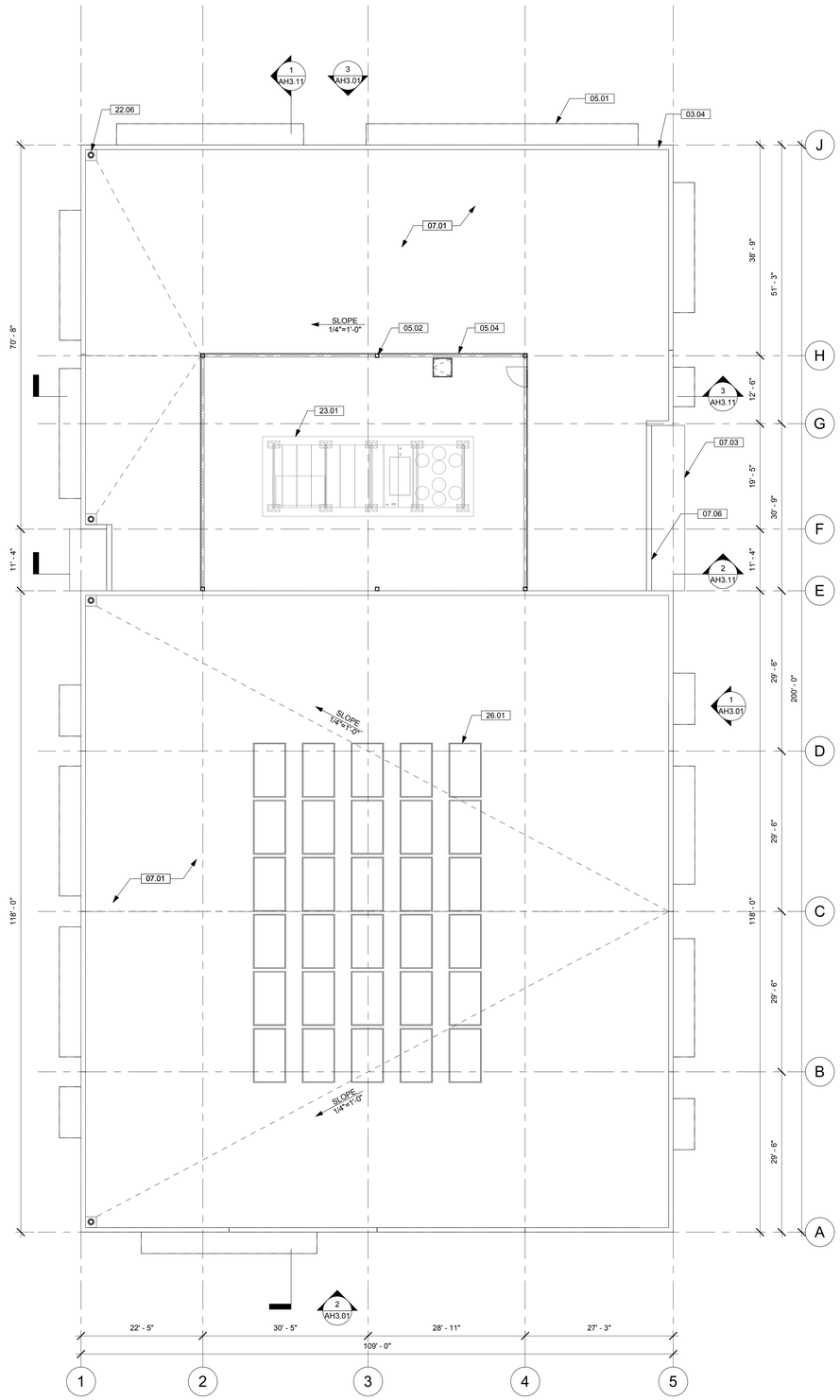

1 ROOF PLAN
3/32" = 1'-0"

TRUE NORTH

NOTES - ROOF PLAN

1. ROOFS TO SLOPE 1/4" PER FOOT MIN. UON.
2. ROOFING MUST BE CLASS A AND HAVE AN AGED SOLAR REFLECTANCE OF 0.67.
3. TYPICAL ROOF RIGID INSULATION THICKNESS TO BE 5" (MIN. THICKNESS 1/2")
4. ROOF CRICKET SLOPES ARE TO BE 1/2" PER FOOT, UON.
5. MECHANICAL SYSTEM SHOWN IS FOR REFERENCE ONLY. ACTUAL SYSTEM TO BE DESIGNED SEPARATELY
6. SOLAR PHOTOVOLTAIC POWER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 2016 CFC 605.11-605.11.2, 2016 CBC 15010.7, AND THE CA ELECTRICAL CODE.

KEYNOTES

03.04	CONC. PARAPET
05.01	PRE-FINISHED ALUM. SUN SHADE
05.02	STRUCTURAL COLUMN. TYP.
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.06	OPEN-JOINT CLADDING OVER CONC. PARAPET
22.06	ROOF DRAIN & OVERFLOW SCUPPER
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS- GYM
ROOF PLAN

AH2.30

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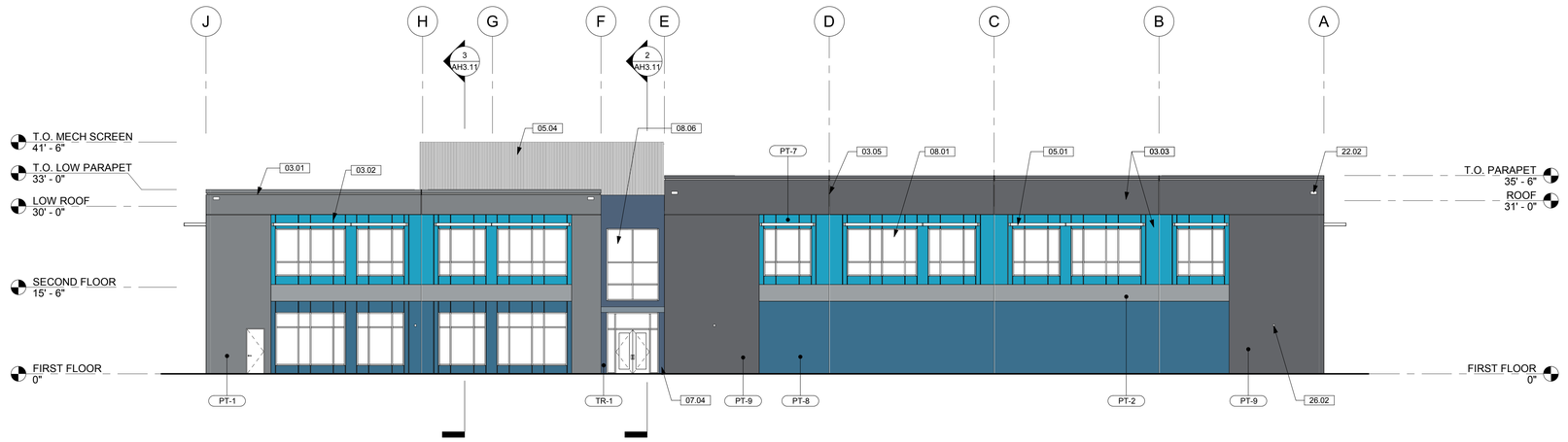
NOTES - ELEVATIONS

1. EXTERIOR OF BUILDINGS TO BE PAINTED INCLUDING SOFFITS, FASCIA, GUTTERS AND RAINWATER LEADERS, UON.



4 EXTERIOR ELEVATION SOUTH

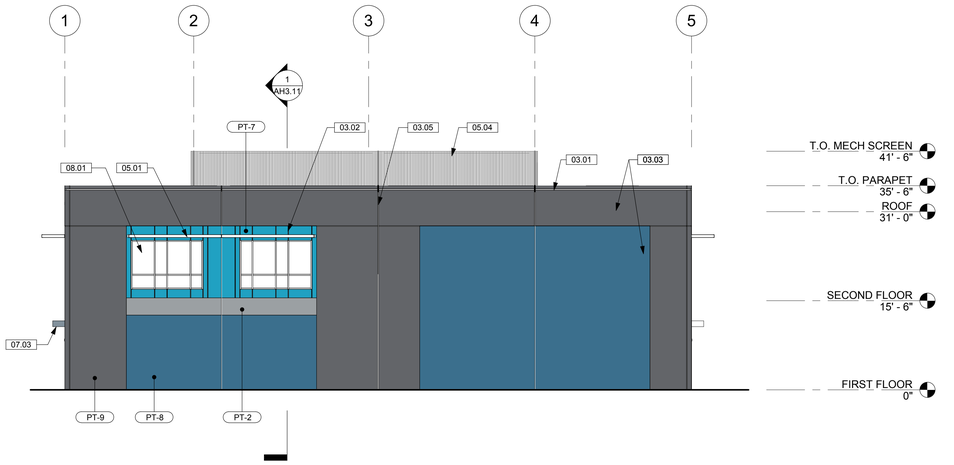
3/32" = 1'-0"

KEYNOTES

03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.05	TILT-UP CONC. PANEL JOINT
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
08.03	ROLL-UP ALUMINUM GLAZED OVERHEAD DOOR
08.06	CURTAINWALL WINDOW SYSTEM
22.02	OVERFLOW SCUPPER
26.02	WALL-MOUNTED LIGHT FIXTURE

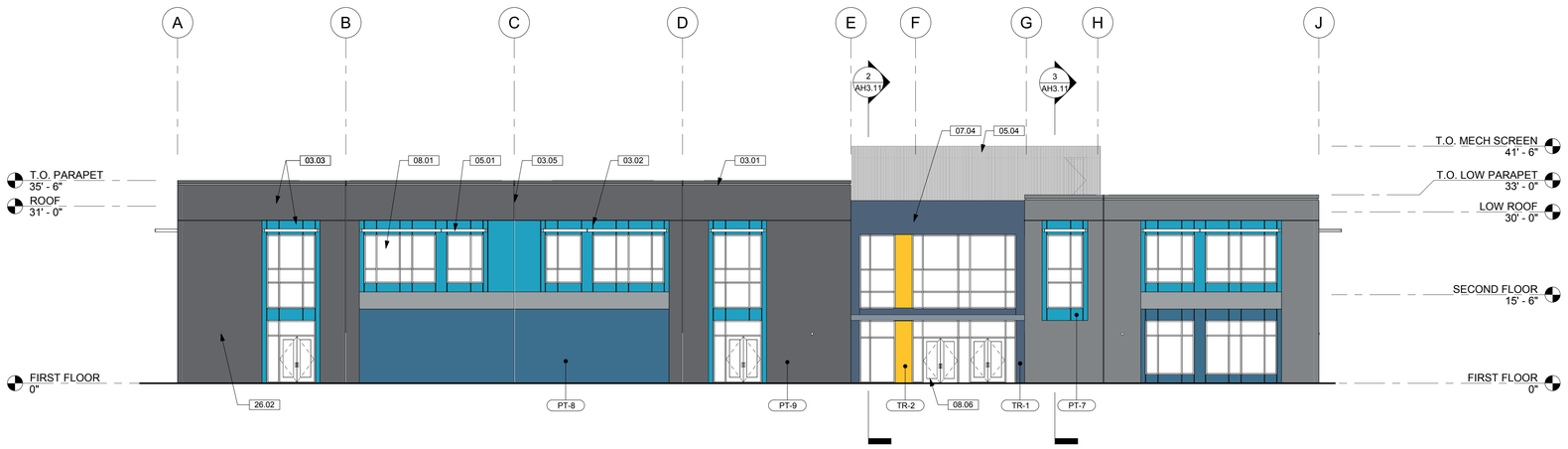
3 EXTERIOR ELEVATION WEST

3/32" = 1'-0"



2 EXTERIOR ELEVATION EAST

3/32" = 1'-0"



1 EXTERIOR ELEVATION NORTH

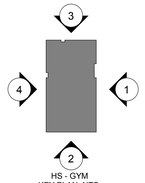
3/32" = 1'-0"

COLOR LEGEND - HS-GYM

EXTERIOR PAINT COLORS FOR HS SCHOOL GYM
AS SPECIFIED BELOW

NOTE: THIS SHEET IS INTENDED TO BE PRINTED IN COLOR

TR-1	TRESPA DARK DENIM
TR-5	TRESPA SPRING GREEN
FM-1	FUNDERMAX GRAPE
PT-1	BENJAMIN MOORE 1615, ROCK GRAY
PT-7	BENJAMIN MOORE 776, DREAM I CAN FLY
PT-8	BENJAMIN MOORE 776, SANTA MONICA BLUE
PT-9	BENJAMIN MOORE 1616, STORMY SKY



HS - GYM
KEY PLAN, NTS.

TRUE NORTH

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS- GYM
EXTERIOR ELEVATIONS

AH3.01

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NOTES - SECTIONS

1. FIRST FLOOR EQUALS 0'-0". REFER TO CIVIL DRAWINGS FOR FIRST FLOOR DATUM.

KEYNOTES

03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
03.04	CONC. PARAPET
03.06	CONC. SLAB ON GRADE
05.01	PRE-FINISHED ALUM. SUN SHADE
05.04	MECH. EQUIPMENT SCREEN - PRE-FINISHED CORRUGATED GALV. METAL PANELS ON STEEL STRUCTURE
05.09	PTD. STEEL STAIR W/RUBBER TREADS & RISERS OVER CONC.-FILLED METAL PANS; PTD. STEEL GUARD W/WOOD CAP & S.S. HANDRAIL
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
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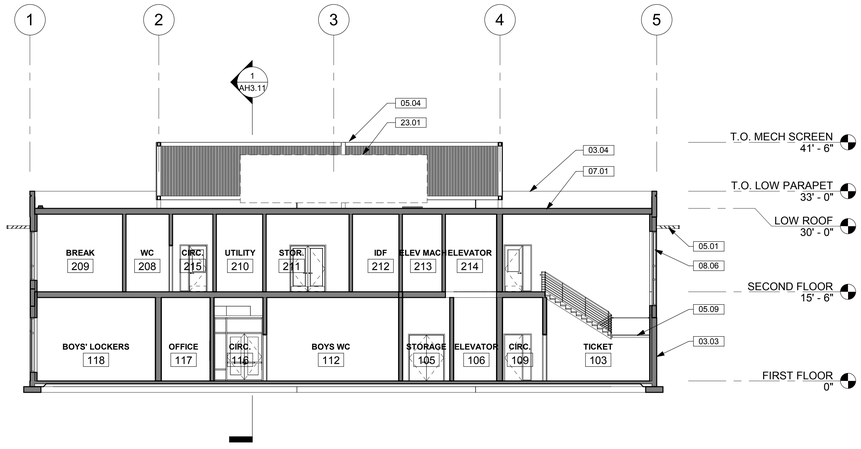
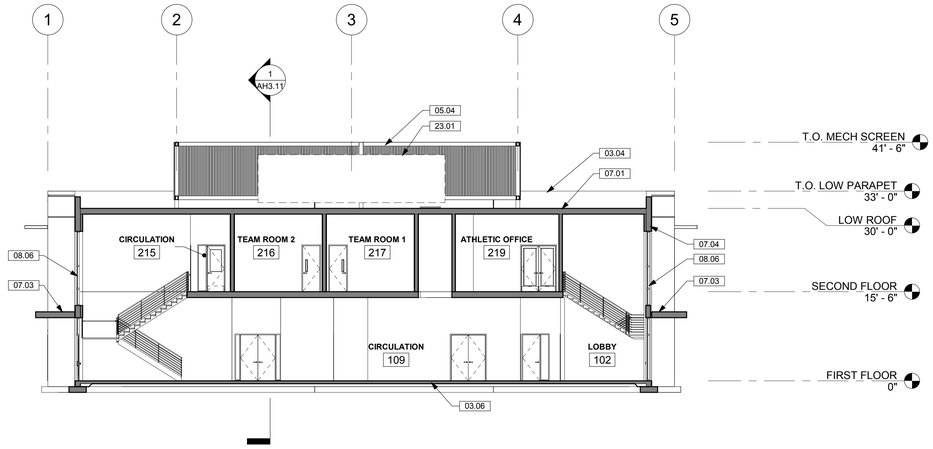
23.01	MECH. EQUIPMENT, T.B.D. ON CONC. PAD
26.01	FUTURE P.V. PANELS



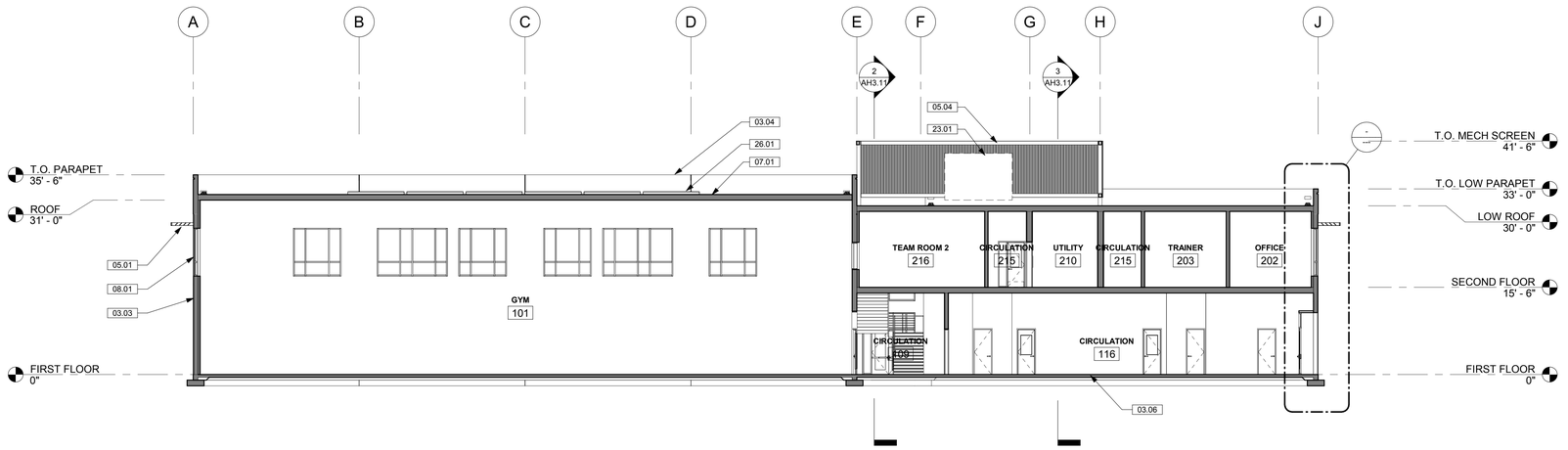
3 NORTH SOUTH BUILDING SECTION 2

3/32" = 1'-0"



2 NORTH SOUTH BUILDING SECTION 1

3/32" = 1'-0"



1 EAST WEST BUILDING SECTION

3/32" = 1'-0"

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PLANNING SUBMITTAL

Planning Submittal	05.15.2018
Planning Submittal	09.07.2018

0 5' 10' 20'

HS- GYM
BUILDING SECTIONS

AH3.11

C:_Revit local Projects\1607_SPR_PAS_CENTRAL_acv14

RENDERING 2: AERIAL LOOKING SOUTHWEST

RENDERING 1: AERIAL LOOKING SOUTHEAST

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

3D VIEWS

AX5.10

9/7/2018 12:44:44 PM

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9/7/2018 9:45:04 PM

RENDERING 2: AERIAL LOOKING NORTHEAST

RENDERING 1: AERIAL LOOKING NORTHWEST

Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

STRUCTURAL ENGINEER
STRUCTURAL ENGINEERS INC.
2901 TASMAN DRIVE, SUITE 100
SANTA CLARA, CA 95054
CONTACT: PAUL SLATTERY
650.938.2200 P
E-MAIL: pslattery@structuralengineersinc.com

CIVIL ENGINEER
SANDIS
636 9TH STREET
OAKLAND, CA 94607
CONTACT: MICHAEL KUYKENDALL
510.873.8866 P
E-MAIL: mkuykendall@sandis.net

LANDSCAPE ARCHITECT
STUDIO GREEN
232 SIR FRANCIS DRAKE BLVD.
SAN ANSELMO, CA 94960
CONTACT: JOHN MERTEN
415.721.0905 P
E-MAIL: john@studiogreen.com

PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

3D VIEWS

AX5.11

RENDERING 2: CAMPUS VIEW - ELEMENTARY SCHOOL

RENDERING 1: CAMPUS VIEW - MIDDLE SCHOOL

C:_Revit local Projects\1607_SITE_P18_CENTRAL_acv14

ONAL TREATY PROVISIONS. REFER TO THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

3D VIEWS

AX5.12

C:_Revit local Projects\1607_SPR_PIT_CENTRAL_acv.rvt

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9/7/2018 12:45:09 PM

RENDERING 1: CAMPUS VIEW - HIGH SCHOOL

Studio
Bondy
Architecture

110 LINDEN STREET | OAKLAND, CA | 94607
510.836.6594 | info@studiobondy.com

MAKING WAVES ACADEMY PITTSBURG CAMPUS

PROJECT NO.: 1607.00
420 EAST THIRD STREET | PITTSBURG, CA 94565

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PLANNING SUBMITTAL

PLANNING SUBMITTAL	05.11.2018
PLANNING SUBMITTAL	09.07.2018

3D VIEWS

AX5.13

C:\Revit local Projects\1607-HS_BUILDING_A_R18_CENTRAL_wcr.rvt

ORIGINAL TREATY PROVISIONS. REFER TO THE PROJECT MANUAL FOR APPLICABLE USE RESTRICTIONS. ORIGINAL DRAWING IS 30" X 42". SCALE ENTITIES ACCORDINGLY IF REDUCED.

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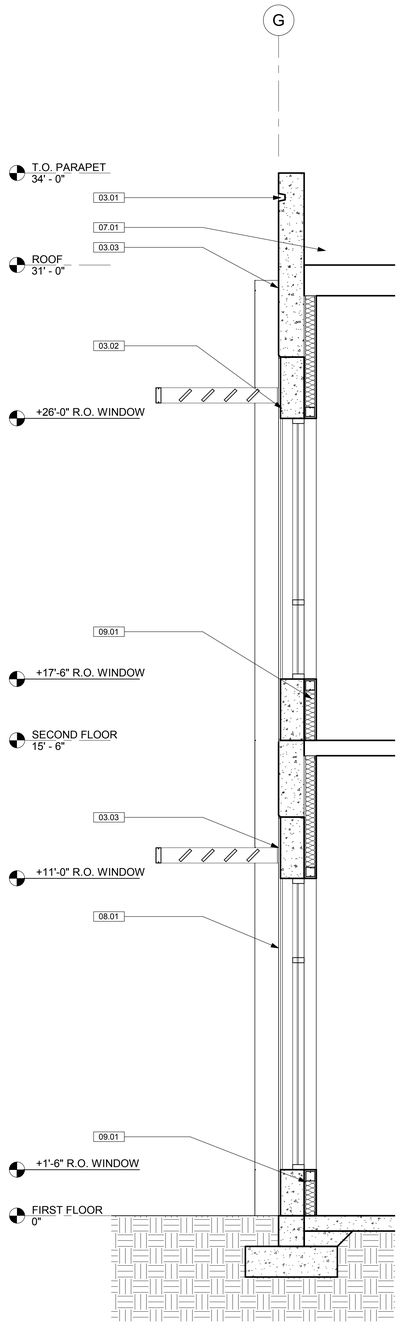
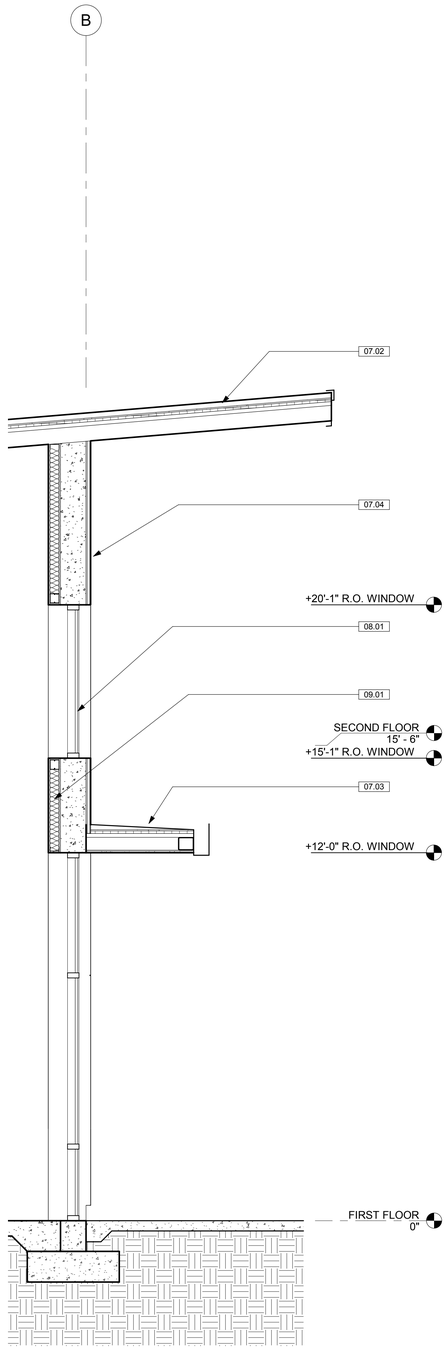


2 WALL SECTION A
1/2" = 1'-0"



1 WALL SECTION B
1/2" = 1'-0"

NOTES - WALL SECTIONS

1. REFER TO SHEET A0.02 FOR EXTERIOR WALLS REQUIRED TO BE 1 HOUR RATED
2. EXTERIOR BUILDING ENVELOPE SHALL COMPLY WITH 2016 CA ENERGY CODE: METAL FRAMED WALLS: MAX U VALUE 0.082.
3. ROOF INSULATION: MAX. U VALUE 0.065 PER 2016 CA ENERGY CODE.
4. ROOFING MATERIALS: COMPLY WITH 2016 CA ENERGY CODE.

KEYNOTES

03.01	3" HORIZONTAL REVEAL IN CONC. PANEL
03.02	3/4" REVEAL IN CONC. PANELS
03.03	CONC. PANEL WITH TEXTURED ELASTOMERIC PAINT TYP.
07.01	MEMBRANE ROOFING OVER RIGID INSUL.
07.02	PRE-FINISHED STANDING SEAM METAL ROOFING
07.03	CANOPY W/ STANDING SEAM METAL ROOFING
07.04	OPEN-JOINT CLADDING OVER CONC. WALL PANEL
08.01	ALUM. STOREFRONT WINDOW SYSTEM W/LOW E GLAZING
09.01	LIGHT GAUGE METAL FURRED PARTITION W/BATT INSUL.

Studio
Bondy
Architecture

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MAKING WAVES ACADEMY PITTSUBRG CAMPUS

PROJECT NO.: 1607.00
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PLANNING SUBMITTAL

Planning Submittal	09.07.2018

0 1' 2' 4'

HS-A
WALL SECTIONS

AX8.10

Attachment 6 - PHN

City of Pittsburg

Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF STUDY SESSION

NOTICE IS HEREBY GIVEN that the **PLANNING COMMISSION** of the City of Pittsburg will conduct a study session on:

DATE: **September 25, 2018**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Making Waves Academy Charter School Project, AP-18-1339 (DR).
This is a study session to receive Planning Commission comments on a forthcoming request for design review approval of plans to construct a new charter school campus on a site located at 420 E. 3rd Street in the RMD-O (Downtown High-Density Residential) and CP (Pedestrian Commercial) districts. APN: 073-050-001. The campus would consist of seven, two-story buildings totaling just under 400,000 square feet and serve up to 2,000 students in grades K through 12. The applicant is also contemplating construction of a multi-purpose sports facility on several vacant parcels immediately north of the campus site in the CW (Waterfront Commercial) and IG (General Industrial) districts. APNs: 073-010-002, 073-010-003, 073-010-004, 073-010-005, 073-010-08, 073-010-013. The design of the sports facility has not been completed so it will be part of a subsequent use permit and design review application. Please note that a decision will not be made on the project at this study session.

PROJECT PLANNER: Hector J. Rojas, (925) 252-4043 or hrojas@ci.pittsburg.ca.us

---

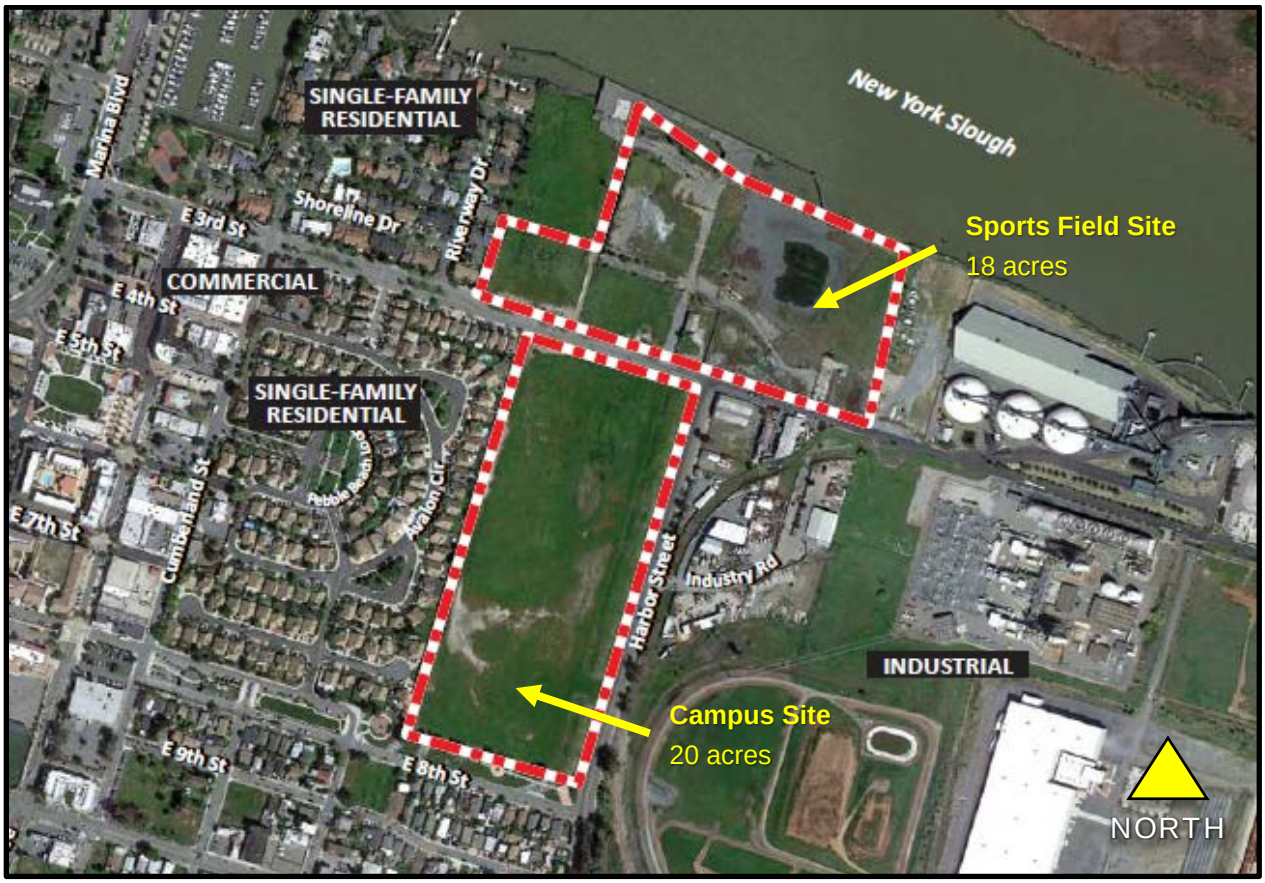
Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified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

KRISTIN POLLOT, SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Making Waves Academy Charter School Project, AP-18-1339 (DR)
Location: 420 E. 3rd Street and surrounding area as shown below



City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT

ITEM: **Notice of Intent to Exercise Delegated Design Review Authority, and Submittal of Adopted Zoning Administrator Resolutions.**

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

SUBJECT: The Zoning Administrator submits one notice of intent to exercise delegated design review authority for the Chili's exterior color change at 4330 Century Blvd., and two resolutions previously approved under the delegated authority (Planning Commission Resolution No. 9918).

RECOMMENDATION:

Staff recommends that the Commission acknowledge receipt of the attached Notice of Intent to Exercise Design Review Authority, and the two attached adopted Zoning Administrator resolutions.

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.

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 which qualifies within one or more of the nine categories of delegated authority established by Resolution No. 9918:

1. Chili's Exterior Color Change 2018, AP-18-1369 (AD) – Delegated Design Review Category 3.

This is an application by Monica James, on behalf of Chili's Restaurant, requesting administrative design review approval to apply new paint colors to the existing Chili's Restaurant located at 4330 Century Boulevard, in the CC (Community Commercial) District. Assessor's Parcel No. 074-460-031.

The Zoning Administrator has also adopted two resolutions approving delegated design review applications, as follows:

1. Resolution No. 324: Dow AFTF Synergy Project, AP-18-1352 (AD)
2. Resolution No. 325: Diamond Hills Apartments Freestanding Sign, AP-18-1360 (FS)

GENERAL PLAN/CODE COMPLIANCE:

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 Notice of Intent and the adopted Zoning Administrator resolutions.

ATTACHMENTS:

1. Notice of Intent: Chili's Exterior Color Change 2018, AP-18-1369 (AD)
2. Zoning Administrator Resolution No. 324
3. Zoning Administrator Resolution No. 325

Prepared by: Kristin Pollot, Zoning Administrator

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

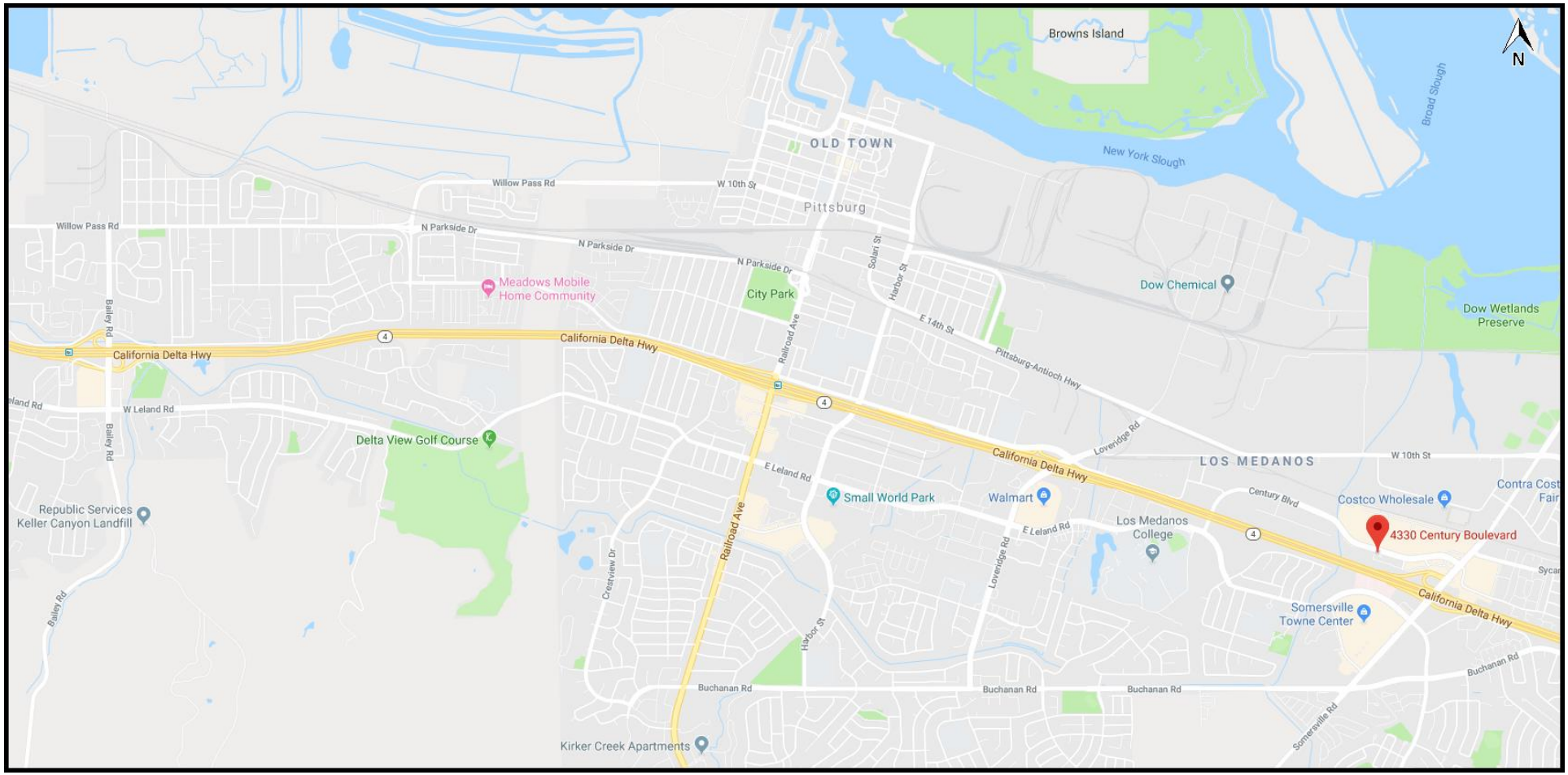
Chili's Exterior Color Change 2018, AP-18-1369 (AD).

This is an application by Monica James, on behalf of Chili's Restaurant, requesting administrative design review approval to apply new paint colors to the existing Chili's Restaurant located at 4330 Century Boulevard, in the CC (Community Commercial) District. Assessor's Parcel No. 074-460-031.

Pursuant to Planning Commission Resolution No. 9918, this project is eligible for delegation to staff under Category 3 (Minor Building Remodels). Projects eligible for delegation under this category are limited to changes in building colors, awnings, fenestration and finishes.

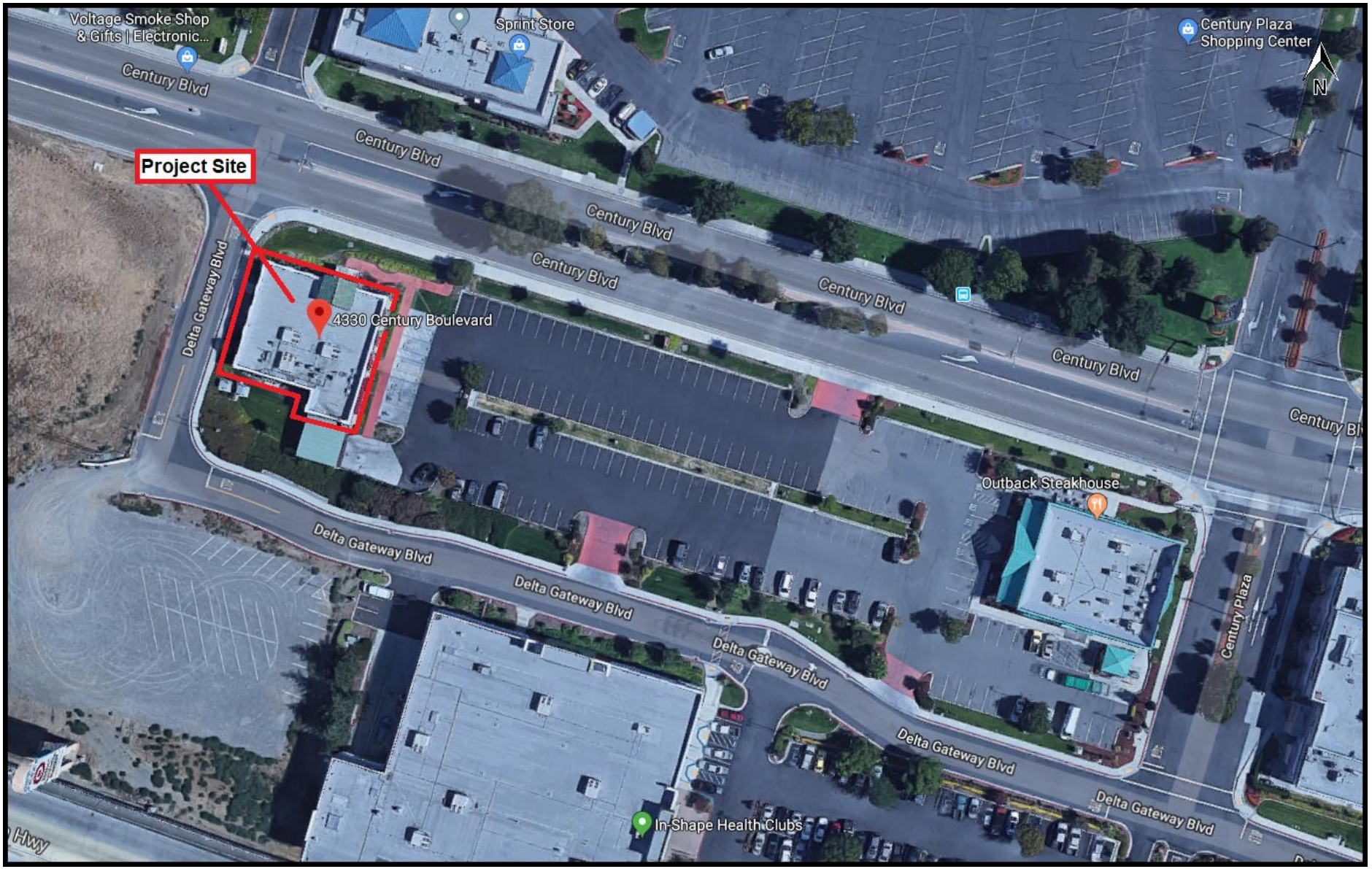
Chili's Exterior Color Change 2018 – Vicinity Map

AP-18-1369	4330 Railroad Avenue
Administrative Design Review	APN: 074-460-031



Chili's Exterior Color Change 2018 – Aerial Map

AP-18-1369	4330 Railroad Avenue
Administrative Design Review	APN: 074-460-031



FRONT ELEVATION

LEFT ELEVATION

NOTE:
EXISTING SIGNAGE TO REMAIN UNLESS NOTED OTHERWISE. SIGNAGE IS NOT PART OF THIS APPLICATION. SIGNAGE PERMIT APPLICATION TO BE SUBMITTED BY SIGNAGE CONTRACTOR

chili's

SOMERSVILLE, CA - EXTERIOR ELEVATIONS
PROTOTYPE 10.11

0 2 4 8 16

JOB NO. 180321.001

GHA

DATE	DESCRIPTION
06/05/18	COLOR ELEVATIONS

BRINKER INTERNATIONAL

NOTE:
– EXISTING STONE FINISH TO REMAIN AS IS.

SHERWIN WILLIAMS "HALF-CAFF"
SHERWIN WILLIAMS "SMOKY BEIGE"
SHERWIN WILLIAMS "IRON ORE"
SHERWIN WILLIAMS "TRICORN BLACK"
PPG "ZOMBIE" (DOORS & FRAMES)

RIGHT ELEVATION

REAR ELEVATION

NOTE:
– EXISTING RAILING NOT SHOWN FOR CLARITY.
PAINT RAILING "TRICORN BLACK".

NOTE:
EXISTING SIGNAGE TO REMAIN UNLESS NOTED OTHERWISE.
SIGNAGE IS NOT PART OF THIS APPLICATION. SIGNAGE PERMIT
APPLICATION TO BE SUBMITTED BY SIGNAGE CONTRACTOR

chili's

SOMERSVILLE, CA - EXTERIOR ELEVATIONS
PROTOTYPE 10.11

0 2 4 8 16

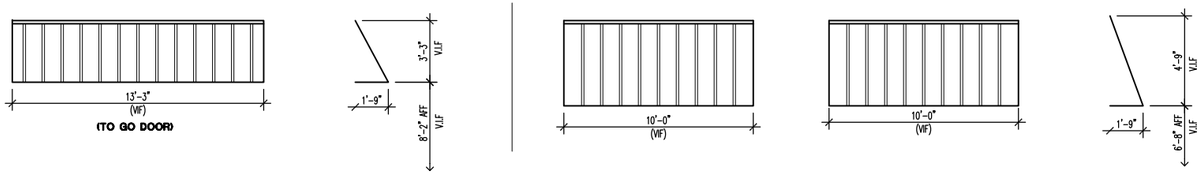
JOB NO. 180321.001

GHA

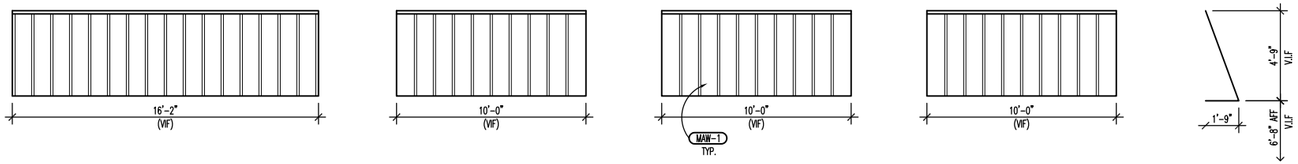
DATE	DESCRIPTION
06/05/18	COLOR ELEVATIONS

BRINKER INTERNATIONAL

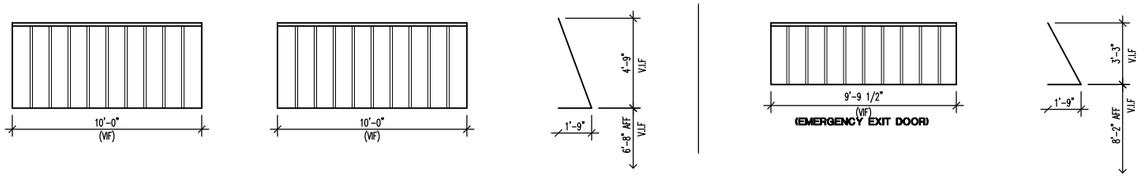
LEFT



FRONT



RIGHT



•• FIELD VERIFY ALL DIMENSIONS ••
ALL EXISTING AWING FRAMEWORK TO REMAIN UNLESS OTHERWISE NOTED.
PAINT FRAMES 'TRICORN BLACK'.
REPLACE ALL EXISTING AWNING FABRIC WITH NEW METAL AWNING (MAW-1):
BERRIDGE STANDING SEAM , COLOR 'MATTE BLACK'.

01 AWNING PROFILE
SCALE: 1/4"=1'-0"

chili's

SOMERSVILLE, CA - EXTERIOR ELEVATIONS
PROTOTYPE 10.11

0 2 4 8 16

JOB NO. 180321.001

GHA

DATE	DESCRIPTION
06/05/18	COLOR ELEVATIONS

BRINKER INTERNATIONAL

EP-1
SW9091 “HALF-CAFF”

EP-3
SW7069 “IRON ORE”

EP-2
SW9087 “SMOKY BEIGE”

EP-4
SW 6258 “TRICORN BLACK”

Chili’s: Somersville, CA
09/04/2018
Exterior Color Board

GHA Architecture / Development
14901 Quorum Drive, Suite 300
Dallas, Texas 75254 972.239.8884

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

Date: September 18, 2018

SUBJECT: ZA RESOLUTION NO. 324

Dear Applicant,

Enclosed is a copy of the resolution adopted by the Zoning Administrator. A copy of our Standard Conditions of Development is also included. Please read the enclosed documents and retain them for your files. All conditions of approval shall be incorporated into subsequent plan submittals and construction documents, where appropriate.

The enclosed resolution is valid for a limited period of time as specified in the resolution. Please make a note of the applicable expiration date and plan your construction timeline accordingly to avoid the loss of your entitlements.

If you have any questions about the enclosed resolution, please contact the Planning Division at the number listed above.

Sincerely,

Kristin Pollot, AICP
Planning Manager

Enclosures: (2) Resolution No. 324
Standard Conditions of Development

BEFORE THE ZONING ADMINISTRATOR OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Granting Administrative Design Review Approval of Plans to Construct an ISO Container Offloading Station at 901 Loveridge Road for "Dow Chemical AFTF Synergy Project, AP-18-1351 (AD)."	)))))	Resolution No. 324

The Zoning Administrator DOES RESOLVE as follows:

Section 1. Background

A. On June 27, 2018, David O'Sullivan filed Planning Application No. 18-1351 requesting design review approval to construct an approximately 3,600 square foot ISO container offloading station, which includes a horizontal tank with pump and heat exchanger, utilizing existing utilities and infrastructure, located at 901 Loveridge Road, in the IG (General Industrial) District. Assessor's Parcel No. 073-220-049. The offloading station would not be visible from the public right-of-way and the new horizontal tank would replace two out-of-service vertical storage tanks and their foundations.

B. The proposed project is governed by the policies and development standards in the Pittsburg General Plan, Pittsburg Municipal Code (PMC) Title 18 (Zoning) and the City of Pittsburg Development Review Design Guidelines (DRDGs; Planning Commission Resolution No. 9864).

C. On September 25, 2012, the Planning Commission adopted Resolution No. 9918, delegating certain types of design review projects to the Zoning Administrator. Design review of this project is delegated to the Zoning Administrator under Category 8, Ancillary Structures of Planning Commission Resolution No. 9918.

D. On July 10, 2018, a Notice of Intent to exercise staff delegated authority for this project was included on the Planning Commission agenda.

E. The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 11, 'Accessory Structures' of the state CEQA Guidelines Section 15311.

Section 2. Findings

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 evidence presented to the Zoning Administrator on September 18, 2018, the Zoning Administrator finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. The proposed project will conform with good taste, good design and in general will not detract from the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the offloading station's utilitarian design is appropriate for the area's industrial character.

3. The proposed project will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable, in that all construction will be required to comply with all applicable building and fire codes.

4. The proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value, in that the ISO container offloading station's utilitarian design is appropriate for the area's industrial character and the offloading station will not be visible from the public right-of-way and the new horizontal tank will replace two out-of-service vertical storage tanks and their foundations.

5. The proposed project is in harmony with proposed developments on land in the general area, in that and there are no proposed developments near the ISO container offloading station's vicinity.

6. The proposed project conforms with the city's adopted DRDGs in that, the proposed structure will be compatible with the site's industrial character (IV.i).

Section 3. Decision

Based on the findings set forth above, the Zoning Administrator hereby grants design review approval for Planning Application No. 18-1351, subject to the following conditions:

1. Conformity with Project Plans. The project shall be carried out in substantial conformity with the project plans, date-stamped June 27, 2018, and attached as Exhibit A of this resolution, except as may be hereinafter modified. Any major changes to the project plans shall be subject to review and approval by the Zoning Administrator.

2. Exterior Appearance. The exterior of the structure shall be maintained in a good state of repair and the exterior finish must be clean and well maintained.

3. Site Maintenance. The site shall be kept clean and free of all litter, debris, and refuse.

4. Other Agency Requirements. The developer shall comply with all the requirements of the Community Development Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District, and all other applicable local, state and federal agencies.

5. Standard Conditions of Development. 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 conflict between the Standard Conditions of Development and the specific conditions of approval specified in this resolution, the specific conditions of this Resolution No. 324 shall govern.

6. Indemnification. Developer 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 developer's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer 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.

7. Expiration of Approval. This design review approval will expire on September 18, 2019, unless a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Zoning Administrator.

Section 4. Effective Date

This resolution shall take effect immediately upon adoption of this resolution.

The foregoing resolution was passed and adopted the 18th day of September 2018, by the Zoning Administrator of the City of Pittsburg, California.

KRISTIN POLLOT, AICP
ZONING ADMINSTRATOR

Exhibit A

PTAF466 AFTF SYNERGY PROJECT

PLANNING DEPARTMENT REVIEW

June 27, 2018

APPROVED BY
THE CITY OF PITTSBURG

___ Planning Department
_X_ Zoning Administrator
___ Planning Commission
___ City Council

App. No. AP-18-1351
Reso. No. 324
Date Approved: 9-18-18
Signature: Celina F. Palmer

RECEIVED
JUN 27 2018
PLANNING DIVISION

DOW®

Dow AgroSciences

Solutions for the Growing World

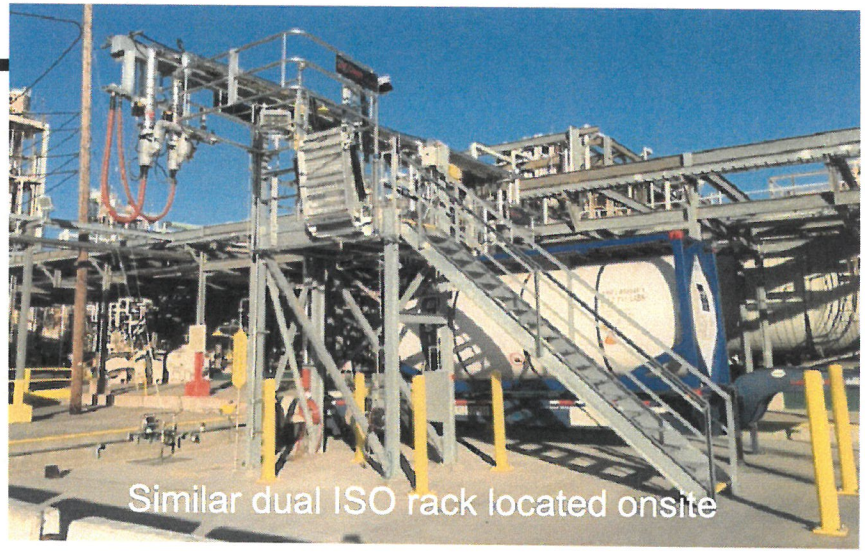
Scope Overview

Remove AFTF capacity bottleneck:

Within the existing AFTF process area, utilizing existing utilities and infrastructure:

A) Install ISO container offloading station:

- Dual ISO station with pull-through capability and containment for melting and offloading raw material ISO containers.
- Will allow raw material ISOs to be melted for 24 hrs without taking up space at the existing product filling ISO station, removing 1 of the bottlenecks that prevents plant from operating at the capacity it was designed for (can't load product when off-loading raw material)
- No new raw materials or changes to off-loading rates, and will be routed to existing tank.
- Located adjacent to existing AFTF production plant and will not be visible from city streets (Loveridge)



B) Install a raw material storage tank:

- New horizontal tank with pump and heat exchanger. Foundations will be built and will replace two out of service vertical storage tanks and their foundations.
- Tank will be a new storage tank for an existing raw material, allow the existing tank to become a quality check tank. Raw material can be better inspected in the check tank after being unloading from ISOs and before it enters the storage tank and feed to the process.
- No new raw materials or production rates. New tank will be filled from existing tank/pump and routed to existing equipment.
- Located within the existing process tank farm and connected to existing equipment and will not be visible from city streets (Loveridge)

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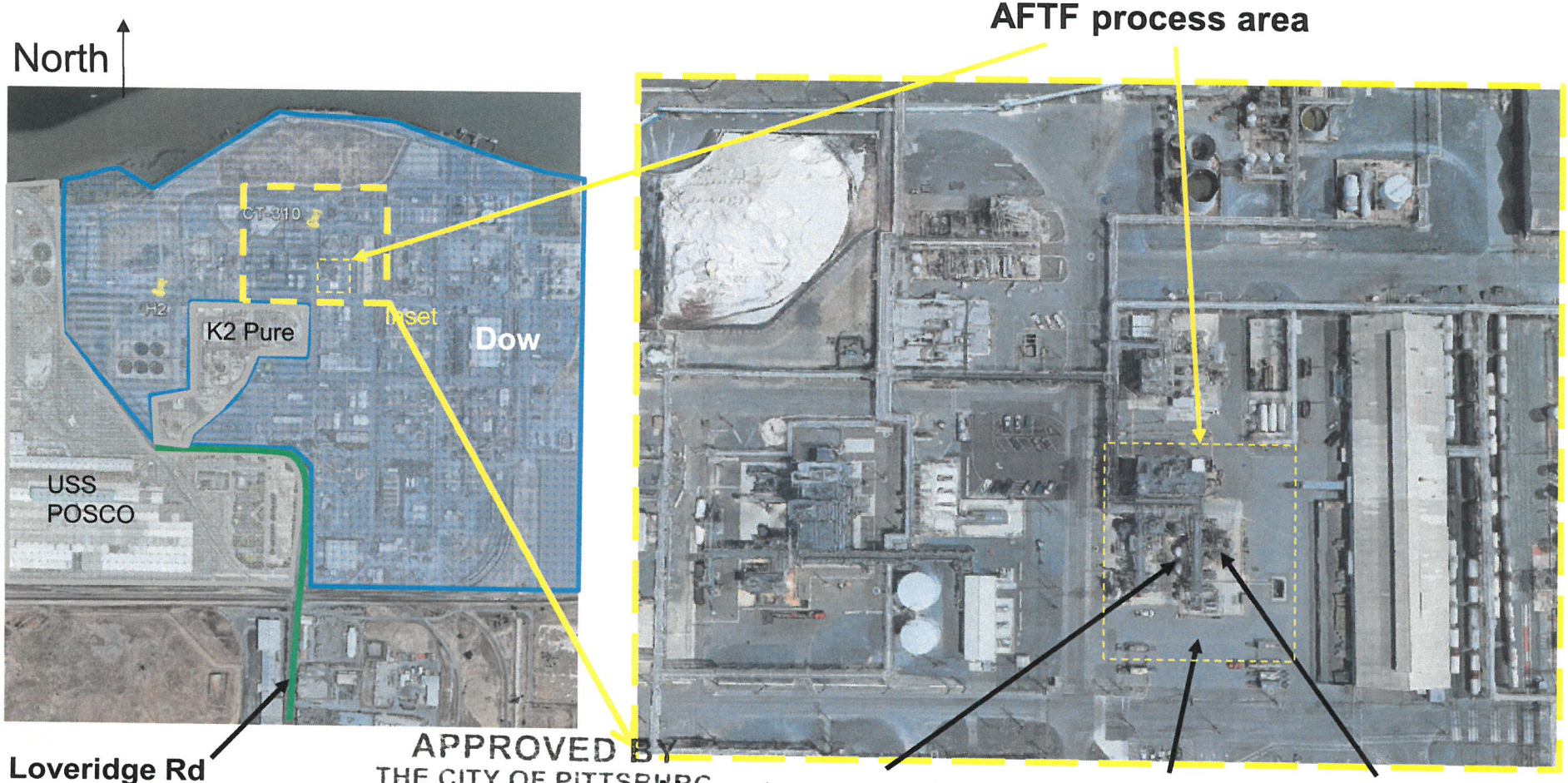
Project Location – Satellite Overhead



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Project Location - Google Earth Tilt

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Project Location - Google Street View

North

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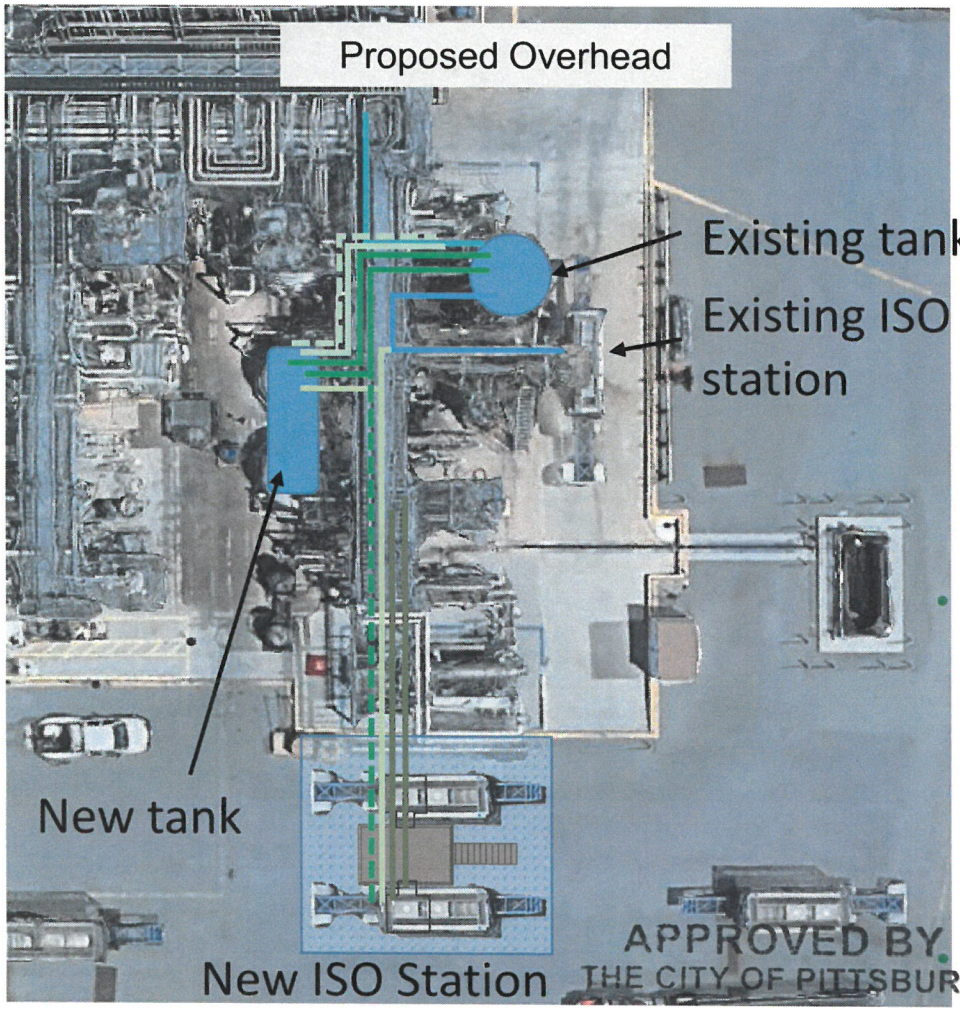
← Loveridge Rd →

Dow AgroSciences

DOW AGROSCIENCES RESTRICTED

Proposed Conceptual Layout



ISO station

> Located in currently paved area adjacent to existing tank farm.

> Approx 90' by 40' in plan (including concrete containment) and approx 30' tall to top of roof.

> Existing pipe rack will be extended to reach new station

New storage tank

> Capacity is less than other storage tanks within the existing tank farm

> Utilizing existing pipe racks

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Dow AgroSciences

STANDARD CONDITIONS OF DEVELOPMENT
(Planning Commission Resolution No. 8931)

All projects approved by the Planning Commission must meet the following standard conditions unless specifically exempted by the Commission or Council.

A. Project Site.

1. The applicant shall comply with all regulations and code requirements of the Building Division, Engineering Division, Contra Costa Fire Protection District, the Police Department and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final building and site plans.

2. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties.

3. During construction water trucks or sprinkler systems are to be used in sufficient quantities to prevent dust from leaving the site during any earthmoving and/or construction activities. Nonpotable water shall be used from a source approved by the City Engineer. (Title 15 of PMC)

4. Continuous 6" high Portland Concrete Cement curbing shall be provided between all driveways and landscaped areas as indicated in the City of Pittsburg Standard Details. In addition to above, curbing between length of parking space and landscaped area shall include a 12" wide "Courtesy Curb."

5. CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.

6. Developer shall submit a study addressing on and off-site storm water and sewer system capabilities. If the study indicates that the present system is inadequate, the developer must provide plans and install any additional storm water and sanitary and sanitary sewer facilities including off-site improvements to correct storm water runoff and sanitary sewer demands anticipated for upstream buildout in accordance with the Pittsburg General Plan.

7. Environmental and engineering studies, as directed by the Planning and Building Director, must be complete and on file prior to commencement to plan checking. Developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.

8. Developer shall underground existing and required on and off-site utilities as specified in Chapter 17 of the Municipal Code or as deemed necessary by the City Engineer.

9. All site development shall comply with title 12 (Streets, Sidewalks and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit.

10. The CC&R's shall restrict the storage of recreational vehicles on this site or parcels unless they are the principle source of transportation for the

owner and prohibit parking on the public street for long than 72 hours.

11. All retaining wall adjacent to public right-of-ways shall be provided with decorative treatment, subject to approval by the Planning Division.

12. The design of any masonry soundwall shall be approved by the Planning and Building Department. It shall match or harmonize with existing soundwalls of neighboring projects along that street.

B. Architecture.

1. All mechanical, irrigation, ground and/or roof mounted equipment shall be architecturally screened from view from all public right-of-ways prior to issuance of certificate of occupancy.

2. All trash enclosures shall be constructed of masonry material with self-enclosing doors and have a second access. The enclosure shall have materials and colors consistent with the primary building.

3. All vents, gutters, downspouts, flashing electrical conduits, etc., shall be painted or finished to match the color of the adjacent surface unless otherwise directed by the Planning Commission.

4. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.

5. Finish quality of exterior design elements including, but not limited to, building façades and landscaping shall be subject to approval of the Planning Division prior to issuance of Certificate of Occupancy.

C. Landscaping.

1. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Planning Division prior to Certificate of Occupancy.

2. The area under the drip line of all existing trees, which are to be saved, shall be fenced during construction. Grading shall be restricted under them to prevent soil compaction around the trees and to protect them from damage.

3. An existing tree inventory shall be created and included on the site plan for all new projects prior to approval of grading plan.

4. All slope banks in excess of five (5) feet in vertical height and 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, slope banks in excess of eight (8) feet in vertical eight and 2:1 or greater slope also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.

5. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required

irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

D. General Requirements

1. Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans.

2. The applicant shall defend, indemnify and hold harmless the City of Pittsburg, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, or any aspect of the City's consideration of applicant's project. The applicant recognizes and agrees that applicant's voluntary commitment to meet the obligations described in this condition is an integral factor in the City's approval of this project. The intent of this condition is to require the applicant to bear the cost of any and all litigation instituted to overturn or in any way modify the City's approval of this project. Such costs include without limitation, any award of attorney's fees and costs to a prevailing plaintiff or petitioner. In the event the city becomes aware of any such claim, action, or proceeding, the City shall promptly notify the applicant and shall cooperate fully in the defense. If the City fails to promptly notify the applicant, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action, or proceeding, it both the following occur: (a) the City bears its own attorneys' fees and costs; and (b) the City defends the action in good faith. The applicant shall not be required to pay or perform any settlement unless the applicant approves the settlement.

3. It is required by State Law (Business and Professional Code Section No. 5537 & 5538 and Section 302(b) of the Uniform Building Code) that all commercial buildings, new or existing must have a licensed professional designer (Architect, Civil or Structural Engineer) to design all changes of use or occupancy as well as new construction.

4. The applicant shall submit a complete area water pressure availability study for all phases of the Project prior to issuance of any development permits. If the study indicates that the present system is inadequate, the Applicant must provide plans, which will demonstrate any remedial action necessary to abate the deficiency and shall take all necessary actions at the applicant's expense.

5. This use permit may be recalled to the Planning Commission for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission may revoke the use permit or add/modify conditions approval.

6. It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.

7. All signs shall be submitted to the Planning Division for design review per Title 19 of the Pittsburg Municipal Code.

8. All landscape areas shall be maintained in a healthy, thriving and weed free condition.

9. The site shall be maintained in a neat and clean manner free of trash and debris.

10. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Planning Division. Screening devices shall be shown on construction and/or landscape plans.

11. All exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Parking Standards 18.78.050 (F) and Performance Standards 18.82.030 (B) and shall compliment the site and building architecture.

12. Prior to occupancy, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was build (As-Builts) at the discretion of the Planning and Building Director.

E. Standard Conditions of Approval Requiring Minimum Construction Site Management Practices

1. (Projects involving land disturbances of less than five (5) acres) – During construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities which will be available at the pre-construct meeting of the project.

or

2. (Projects involving land disturbances of five (5) acres or more) – Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent the State Water Resources Control Board and the Stormwater Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.

3. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP (Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-ff for commercial and industrial sites. Storm drains will be inspected periodically. Questions may be referred to City NPDES Coordinator, at 252-4920.

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

Date: September 11, 2018

SUBJECT: ZA RESOLUTION NO. 325

Dear Applicant,

Enclosed is a copy of the resolution adopted by the Zoning Administrator. A copy of our Standard Conditions of Development is also included. Please read the enclosed documents and retain them for your files. All conditions of approval shall be incorporated into subsequent plan submittals and construction documents, where appropriate.

The enclosed resolution is valid for a limited period of time as specified in the resolution. Please make a note of the applicable expiration date and plan your construction timeline accordingly to avoid the loss of your entitlements.

If you have any questions about the enclosed resolution, please contact the Planning Division at the number listed above.

Sincerely,

Kristin Pollot, AICP
Planning Manager

Enclosures: (2) Resolution No. 325
Standard Conditions of Development

BEFORE THE ZONING ADMINISTRATOR OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Granting Approval for a Freestanding Sign at 2241 E. Leland Road, for "Diamond Hillside Apartments Freestanding Sign, AP-18-1360 (FS)."	)	Resolution No. 325

The Zoning Administrator DOES RESOLVE as follows:

Section 1. Background

A. On August 14, 2018, Ric Sior, of Sior Sign Company, filed Planning Application No. 18-1360, requesting approval to remove and replace a new freestanding sign to identify the apartments located at 2241 E. Leland Road, in RH (High Density Residential) District. Assessor's Parcel No. 088-152-035.

B. The proposed freestanding sign is governed by the policies and guidelines of Pittsburg Municipal Code (PMC) section 19.12.020. In addition, signs for residential uses are regulated by PMC section 19.16.100.

C. On September 25, 2012, the Planning Commission adopted Resolution No. 9918, delegating certain types of design review projects to the Zoning Administrator. Design review of this project is delegated to the Zoning Administrator under Category 1, "Freestanding Signs" of Planning Commission Resolution No. 9918.

D. On August 21, 2018, a Notice of Intent to exercise staff delegated authority for this project was included on the Planning Commission agenda.

E. In accordance with PMC 19.12.010, the Zoning Administrator may approve a freestanding sign upon making one or more of the following findings:

1. The business is set back from the street or obscured from view by adjacent structures or vegetation in such a manner that adequate identification cannot be obtained from a sign placed on the building;

2. The sign is necessary to provide the business with a comparable degree of identity from the street as that available to businesses or uses on neighboring premises;

3. The size or width of the property upon which the business or use is located is such that a sign placed on the building would not adequately identify the premises occupied by that use;

4. The architectural style, material, or elements of construction are such that signs attached to the building would be in conflict with the provisions of Chapter 18.36 of the Zoning Ordinance; or

5. The sign is part of a master identification sign for a shopping center of four more individual businesses.

F. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 11, "Accessory Structures" of the state CEQA Guidelines section 15311.

Section 2. Findings

Based on all the information contained in the Planning Division files on this project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on evidence presented to the Zoning Administrator on September 11, 2018, the Zoning Administrator finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. The proposed freestanding monument sign is appropriate for this location in that the Diamond Hillside Apartment buildings are setback approximately 30 feet from the street and behind landscaping in such a manner that adequate identification cannot be obtained from signs placed on the buildings alone.

3. The proposed freestanding monument sign is also appropriate for this location in that apartment complexes typically incorporate such signs to provide identification. Approval of this sign will ensure parity between the Diamond Hillside Apartments and other apartment complexes in the city.

4. No portion of the proposed freestanding monument sign will project into the public right-of-way; the sign will be placed on-site and adjacent to a private street functioning as a public right-of-way; the sign will be located in a permanently maintained landscaped area; the sign will be attractively designed and engineered; the height of the sign (eight feet) will comply with the maximum height specified for apartments and condominiums (eight feet); and the square footage of the sign (fifty square feet) will comply with the maximum area per sign specified for apartments and condominiums (fifty square feet).

5. The proposed freestanding sign will comply with the regulations set forth in PMC section 19.16.100.

Section 3. Decision

Based on the findings set forth above, the Zoning Administrator hereby approves Planning Application No. AP-18-1360, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the sign plans in Exhibit A, date stamped August 14, 2018, except as modified below.

2. Landscaping. Any and all landscaping disturbed by the removal of the existing freestanding sign and construction of the proposed freestanding sign shall be reestablished to its former/better condition. All landscaped areas shall be maintained so as to remain in a healthy, thriving and weed free condition. Any dead or unhealthy plants shall be replaced with a similar species.

3. Site Maintenance. The entire parcel shall be kept clean and free of all litter, debris, and refuse.

4. Construction. All site development shall comply with Title 15 (Building and Construction) of the Pittsburg Municipal Code.

5. Standard Conditions of Development. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as condition of approval for this project as applicable. Where there is a conflict between the conditions of approval of Resolution No. 8931 and the specific conditions identified herein, the specific conditions of this resolution shall apply.

6. Indemnification. Applicant 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. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer 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.

7. This approval will expire on September 11, 2019 unless a building permit has been issued and the improvements noted herein are diligently pursued to completion, or unless a written request for extension is filed with the Planning

Division prior to the expiration date and is subsequently approved by the Zoning Administrator. The approval shall be valid for no more than six months from the date of building permit issuance, unless work is commenced and diligently pursued prior to the expiration of the applicable building permit.

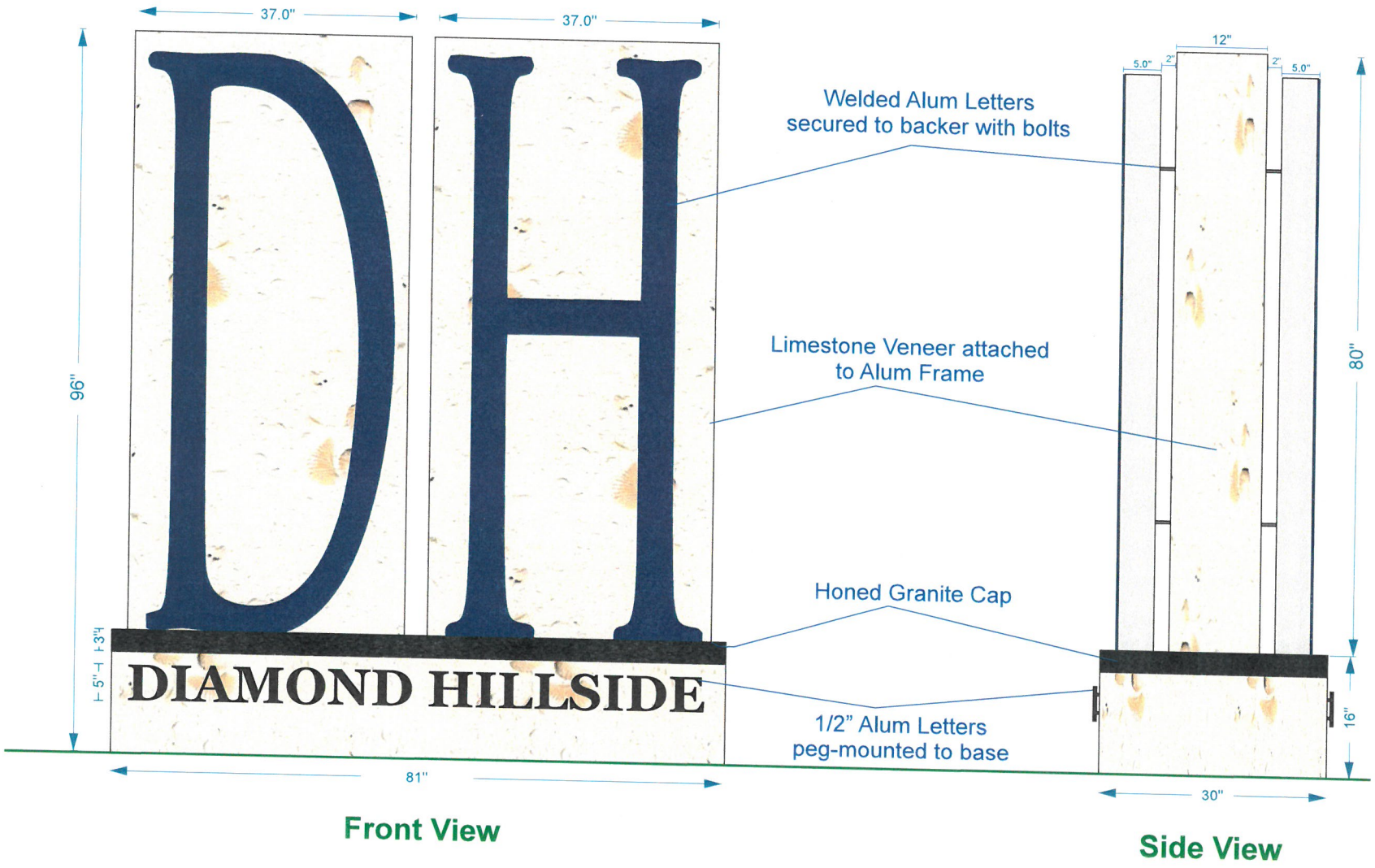
Section 4. Effective Date

This resolution shall take effect immediately upon adoption of this resolution.

The foregoing resolution was passed and adopted the 11th day of September 2018, by the Zoning Administrator of the City of Pittsburg, California.

KRISTIN POLLOT, AICP
ZONING ADMINISTRATOR

Exhibit A
ZA Reso # 325



DESIGN MANUFACTURE INSTALLATION SERVICE
SIGN Co
916-771-SIGN Auburn Ca
www.SiorSign.com

Project: Diamond Hillside Apt
Contact: Adam M.
Date: 6-16-18
Location: 2241 E.Leland Rd
Drawing#: 1.4
Option#:
Revised: 7-10-18
Scale: 1:4
Project: Freestanding Monument

JOB DESCRIPTION

Proposed NEW sign to replace existing sign.

A double sided, freestanding monument sign with tall channel letters mounted to a Texas limestone back panel. Channel letters to be constructed with welded Aluminum face/returns. Navy color face and Chrome /Polished alum returns.

Base to be Texas limestone with honed black granite cap. Flat-Cut-Out (FCO) alumimum with letters w/ powder-coated finish to match Tricorn black sw6258

APPROVALS

Name: Date:

Signature:

Existing:

Proposed:

STANDARD CONDITIONS OF DEVELOPMENT

(Planning Commission Resolution No. 8931)

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7. All signs shall be submitted to the Planning Division for design review per Title 19 of the Pittsburg Municipal Code.

8. All landscape areas shall be maintained in a healthy, thriving and weed free condition.

9. The site shall be maintained in a neat and clean manner free of trash and debris.

10. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Planning Division. Screening devices shall be shown on construction and/or landscape plans.

11. All exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Parking Standards 18.78.050 (F) and Performance Standards 18.82.030 (B) and shall compliment the site and building architecture.

12. Prior to occupancy, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was build (As-Builts) at the discretion of the Planning and Building Director.

E. Standard Conditions of Approval Requiring Minimum Construction Site Management Practices

1. (Projects involving land disturbances of less than five (5) acres) – During construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities which will be available at the pre-construct meeting of the project.

or

2. (Projects involving land disturbances of five (5) acres or more) – Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent the State Water Resources Control Board and the Stormwater Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.

3. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP (Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-ff for commercial and industrial sites. Storm drains will be inspected periodically. Questions may be referred to City NPDES Coordinator, at 252-4920.