AGENDA FOR THE

CITY OF PINOLE PLANNING COMMISSION
SPECIAL MEETING

Monday, February 9, 2015
7:00 P.M.
City Council Chambers, 2131 Pear Street, Pinole, CA 94564

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a City meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the Development Services Department at (510) 724-9014. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Assistant listening devices are available at this meeting. Ask staff if you desire to use this device.

CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine and non-controversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Commissioner(s) wishes to discuss a consent item, it will be removed from the Consent Calendar and taken up in order after the last item under New Business.

PROCEDURE FOR CONSIDERING AN AGENDA ITEM:

At the beginning of an item, the Chair will read the description of that item as stated on the Agenda. The City Staff will then give a brief presentation of the proposed project. The Commission may then ask Staff questions about the item.

For those items listed as Public Hearings, the Chair will open the public hearing and ask the applicant if they wish to make a presentation. Those persons in favor of the project will then be given an opportunity to speak followed by those who are opposed to the project. The applicant will then be given an opportunity for rebuttal.

The Public Hearing will then be closed and the Commission may discuss the item amongst themselves and ask questions of Staff. The Commission will then vote to approve, deny, approve in a modified form, or continue the matter to a later date for a decision. The Chair will announce the Commission's decision and advise the audience of the appeal procedure.

Note: No Public Hearings will begin after 11:00 p.m. Items still remaining on the agenda after 11:00 p.m. will be held over to the next meeting.

CITIZEN PARTICIPATION:

Persons wishing to speak on an item listed on the Agenda may do so when the Chair asks for comments in favor of or in opposition to the item under consideration. After all of those persons wishing to speak have done so, the hearing will be closed and the matter will be discussed amongst the Commission prior to rendering a decision.
Prior to speaking on an item, you must fill out one of the "gold" cards (available at the speaker's podium) and hand it to the Secretary. If a number of persons wish to speak on an item, the Chair may limit each speaker to a set time period in which to address the Commission.

Any person may appeal an action of the Planning Commission or of the Planning Manager by filing an appeal with the City Clerk, in writing, within ten (10) days of such action. Following a Public Hearing, the City Council may act to confirm, modify or reverse the action of the Planning Commission or Planning Manager. The cost to appeal a decision is $803.

Note: If you challenge a decision of the Commission regarding a project in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in writing delivered to the City of Pinole at, or prior to, the public hearing.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE AND ROLL CALL

C. CITIZENS TO BE HEARD:

The public may address the Planning Commission on items that are within its jurisdiction and not otherwise listed on the agenda. Planning Commissioners may discuss the matter brought to their attention, but by State law (Ralph M. Brown Act), action must be deferred to a future meeting. Time allowed: five (5) minutes each.

D. CONSENT CALENDAR:

1. **Planning Commission Meeting Minutes from December 15, 2014**

E. PUBLIC HEARINGS:

1. **Conditional Use Permit 14-12: MOD Superfast Pizza Restaurant On-Premises Alcohol Sales**

Request: Consideration of a use permit request to sell beer and wine within an approximately 2,300 square foot restaurant located within a commercial space within the Pinole Valley Shopping Center.

Applicant: Steve Rawlings
Alcoholic Beverages Consulting
26023 Jefferson Avenue, Suite D
Murrieta, CA 92562

Location: 2830 Pinole Valley Road APN: 401-310-017 and -018

Project Planner: Winston Rhodes

F. **OLD BUSINESS:** None

G. **NEW BUSINESS:**

1. **Gateway Shopping Center Workshop to discuss project components of a proposed commercial development with three retail buildings totaling approximately 40,352 square feet; one approximately 9,886 square foot medical service building with an associated approximately 10,418 square foot underground parking area, and an approximately 75-foot pylon sign on an approximately 5.7-acre site, consisting of three existing parcels totaling 5.5 acres and an approximately 0.16–acre portion of the Pinole Creek property.**

Applicant: Thomas Gateway LLC
3100 Oak Road, Suite 140
Walnut Creek, CA 94597

Location: East and west sides of Pinole Valley Road north of Interstate Highway 80 and south of Henry Avenue, APN: 401-211-032 and -034, and 401-410-017

Project Planner: Winston Rhodes

H. **CITY PLANNER'S/COMMISSIONER'S REPORT:**

I. **COMMUNICATIONS:**

J. **NEXT MEETING:**

Planning Commission Regular Meeting, Monday February 23, 2015 at 7:00PM

K. **ADJOURNMENT**

POSTED: February 5, 2015

Winston Rhodes

Winston Rhodes, AICP
Planning Manager

DRAFT

MINUTES OF THE
PINOLE PLANNING COMMISSION

December 15, 2014

A. CALL TO ORDER: 7:00 P.M.

B. PLEDGE OF ALLEGIANCE AND ROLL CALL:

Commissioners Present:	Bender, Martinez-Rubin, McGoldrick, Toms, and Chair Brooks
Commissioners Absent:	Kurrent (Excused)
Staff Present:	Winston Rhodes, Planning Manager

C. CITIZENS TO BE HEARD:

There were no citizens to be heard.

D. CONSENT CALENDAR:

1. Planning Commission Meeting Minutes from November 17, 2014

MOTION to approve the Consent Calendar, as submitted.

MOTION: Toms **SECONDED: McGoldrick** **APPROVED: 5-0-1**
EXCUSED: Kurrent

E. PUBLIC HEARINGS: None

F. OLD BUSINESS:

1. Draft 2015-2023 General Plan Housing Element Document Workshop

Planning Manager Winston Rhodes advised that the City had been working on the Housing Element Update of the General Plan for the last year; the Draft Housing Element had been reviewed by the Planning Commission in August 2014; the State Department of Housing and Community Development (HCD) had reviewed the Draft in September 2014; and comments from HCD had been returned to the City last month.

The Planning Commission Housing Element Subcommittee had met in early December to consider the HCD's responses and had expressed some concern with those responses. In particular, the Subcommittee was concerned with the prioritization of water and sewer service for affordable housing and the fact that the City could not compel other legal entities to comply with the HCD's wishes in that water was the responsibility of the East Bay Municipal Utility District (EBMUD) and the Wastewater Treatment Plant was controlled by a Joint Powers Agreement between the City of Pinole and the City of Hercules.

VERONICA TAM, Veronica Tam & Associates, the City's Housing Element Consultant, provided a PowerPoint presentation and explained that the HCD's comments related primarily to technical clarifications; consistency with State law; water and sewer allocations; and housing development partnerships with respect to transitional and supportive housing and emergency shelters. She reported that the City had received a letter of substantial compliance if the Housing Element was adopted as revised.

Ms. Tam highlighted the Planning Commission Subcommittee's comments, explained that the 30-day Initial Study public review was currently in process, the Planning Commission would be asked to recommend adoption of the Housing Element at its next meeting on January 26, 2015, and the document would then be forwarded to the City Council on March 17, 2015 for approval. HCD would then review the document for Final Certification.

Commissioner Toms requested that clarification be submitted to HCD that the City had no control over other legal entities, such as the JPA for the Wastewater Treatment Plant.

To address that concern, Mr. Rhodes recommended the first sentence in the document read: *The City will notify The East Bay Municipal Utility District, West County Wastewater District, and Pinole/Hercules Water Pollution Control Plant Joint Powers Authority of the requirements of SB 1087.*

By consensus, the Planning Commission directed staff and the consultant to modify the action language, as shown, to be discussed with the State Department of Housing and Community Development and to distribute the Draft Housing Element for environmental review.

G. **NEW BUSINESS**: None

H. **CITY PLANNER'S / COMMISSIONERS' REPORT**:

Mr. Rhodes reported that the commercial Gateway Project on Pinole Valley Road would require one more subcommittee meeting, and another commercial project for a drive-through CVS Pharmacy would be submitted to the Planning Commission in the first half of next year.

In addition, the Building Inspector vacancy had been filled while the Planning Commission vacancy had not been filled. Mr. Rhodes urged those interested in filling the vacancy on the Planning Commission to apply for that opening with the City Clerk.

Mr. Rhodes expressed Happy Holidays greetings to all.

I. **COMMUNICATIONS**: None

ANTHONY GUTIERREZ, Pinole, expressed concern with the use of the term "Joint Powers Authority" for the Wastewater Treatment Plant since it was not a JPA. He urged the use of the appropriate reference to that entity.

J. **NEXT MEETING**:

The next meeting of the Planning Commission will be held on Monday, January 26, 2015 at 7:00 P.M.

K. **ADJOURNMENT**: 8:05 P.M.

Transcribed by:

Anita L. Tucci-Smith
Transcriber

Item E1

Memorandum

TO: PINOLE PLANNING COMMISSION

FROM: WINSTON RHODES, AICP, PLANNING MANAGER

SUBJECT: MOD SUPERFAST PIZZA RESTAURANT ALCOHOL SALES USE PERMIT

DATE: FEBRUARY 9, 2015

Business Applicant:
Steve Rawlings
Alcoholic Beverage Consulting
26023 Jefferson Avenue, Suite D
Murrieta, CA 92562

PROJECT:	MOD Superfast Pizza Restaurant Alcohol Sales Use Permit
FILE:	Conditional Use Permit (CUP) 14-12
LOCATION:	2830 Pinole Valley Road
APN:	401-310-017 and -018
ZONING:	Commercial Mixed Use
SPECIFIC PLAN:	Pinole Valley Road Corridor
GP LU Designation:	Service Sub-Areal

REQUEST

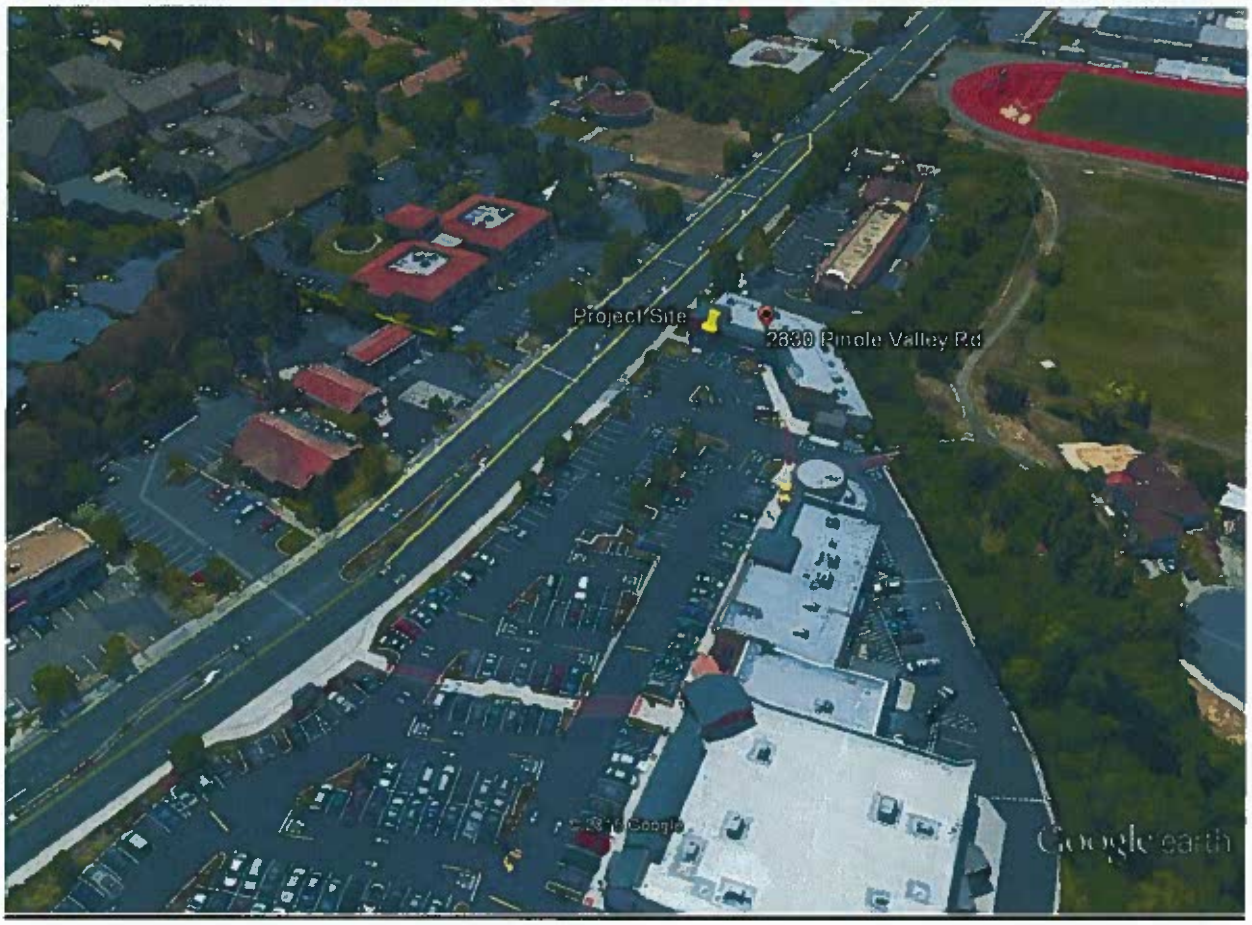
The applicant is seeking approval of a use permit to allow beer and wine sales within an approximately 2,300 square foot commercial space proposed for a new restaurant.

STAFF RECOMMENDATION

Adopt Resolution 15-01 (Attachment A) approving a use permit request (CUP 14-12), which permits the beer and wine sales within a proposed restaurant with project conditions.

SITE LOCATION

Figure 1 Location Map



Direction from Project Site	Land Use
North	Retail Commercial
West	Retail Commercial, Pinole Creek, and Single Family Homes on Sarah Court
South	Retail Commercial
East	Retail Commercial and Office

Figure 2 Project Site Storefront Street View

PROJECT DESCRIPTION

The applicant is seeking approval for a Conditional Use Permit for on-premises beer and wine sales in conjunction with an approximately 2,300 square foot restaurant (see Attachment B) through a new (Type 41) alcohol sales license at 1516 Fitzgerald Drive.

BACKGROUND

The proposed commercial space is currently vacant but is undergoing tenant improvements for establishment of the pizza restaurant which is a permitted use. The project site is located within Census Tract 3601.01. According to the State Department of Alcoholic Beverage Control (ABC) there is currently an overconcentration of on-premises alcohol sales licenses within this area. Consequently, the applicant requested that the City consider making a public convenience or necessity (PCN) finding so that this use permit request could be considered by the Planning Commission. The City Council reviewed the PCN request and made the required PCN finding on

December 16, 2014. Chapter 17.59 of the Municipal Code requires all new businesses desiring to sell alcoholic beverages to obtain a conditional use permit. The Planning Commission is the approving authority for conditional use permits.

The applicant wishes to offer beer and wine with meals for on-site consumption and has submitted an application to ABC for a Type 41 alcohol sales license. This license type requires that the premises function as a bona fide eating place and must include kitchen facilities and must prepare meals for on-site consumption. Minors are allowed on premises at food establishments that have a Type 41 alcohol sales license.

The proposed restaurant space at 2830 Pinole Valley Road is 2,272 square feet with a public use square footage of approximately 1,600 square feet. The applicant has stated that beer and wine sales will enable the establishment to offer a more complete dining experience for customers dining inside the restaurant and provide greater convenience for customers seeking alcoholic beverages with their meal as is available at several nearby restaurants.

ANALYSIS

The applicant has provided staff with project description information and floor plan that summarizes the request (See Attachment B and C). The applicant is proposing operating hours from 10:30 a.m. to 10:00 p.m., Sunday through Thursday and 10:30 a.m. to 11:00 p.m. on Friday and Saturdays. Alcoholic beverages will only be available when the kitchen area is open to help ensure that the restaurant is primarily a dining establishment.

All employees will be required to complete an alcohol sales training program before they are permitted to sell alcoholic beverages to customers. Employees must be 18 years of age to sell alcohol and 21 years of age to pour alcoholic beverages. Identification is checked for all alcohol purchases as patrons are required to come to the order counter for all alcohol purchases. Employees receive training on alcohol sales laws, how to properly check acceptable forms of identification, and how to handle minors and difficult situations involving alcohol by monitoring the dining area. Beer and wine will be offered for sale and poured at the walkup counter and only dispensed as single servings to customers that provide proper identification. Alcohol not immediately available for sale will be stored in two kitchen cooler areas.

General Plan Consistency

Goal LU.7 of the Land Use and Economic Development Element calls for balancing housing and employment opportunities to reduce trips in and out of the region and encourages commercial development which maintains and enhances the quality of the City's commercial areas, creates a climate that supports existing businesses, provides basic goods and services for residents and broadening the tax base of the community to provide revenues for public services. The use permit request is consistent with this goal in that the proposed restaurant expects to employ 5-12 employees per shift. The proposed restaurant fills a commercial vacancy and provides an additional dining option for Pinole residents and visitors. The restaurant food and beverage sales will also generate additional sales tax revenue for the City.

The request is also consistent with Goal LU.8 of the Land Use and Economic Development that calls for concentrating commercial development and mixed-use activity areas within major City

transportation corridors including Pinole Valley Road.

Zoning Consistency

The Zoning Code specifies that the following Information be provided in order to approve a CUP request for alcohol sales.

1) As part of the application, the applicant must provide a list of all establishments within a one thousand (1,000) foot radius with similar size and array of products. If there is any other establishment, other than a food service establishment with incidental service of beer and/or wine within a one thousand (1,000) foot radius of the site of the proposed use that is in the same category of alcoholic beverage sales or service and the State Department of Alcoholic Beverage Control finds that the request will result in an overconcentration of alcohol sales within the applicable Census Tract, the City of Pinole shall not approve the application unless it makes all of the following findings of "Public Convenience or Necessity,"

This requirement applies to this proposed restaurant and the City Council approved a finding of Public Convenience or Necessity on December 16, 2014.

2) The number of businesses having authority to sell alcoholic beverages in the Census Tract of applicant.

This requirement applies to new alcohol licenses or license type changes. Census Tract 3601.01 includes the portion of Pinole south of Interstate 80 and west of Pinole Valley Road and includes unincorporated areas of El Sobrante. The most recent Pinole business to obtain an on-sale license within this census tract was Chipotle restaurant at 2696 Pinole Valley Road. The table below includes a complete list of existing businesses with on premises consumption alcohol licenses within Census Tract 3601.01 as of October 2014.

Census Tract 3601.01 Pinole Retail Alcohol Sales Establishments

Business Establishment	Location	License Type
Lions Den	4241 Valley View	**On-site, full alcohol**
Four Corners Pizza & Pasta	4203 Valley View	**On-site, full alcohol**
Happy Sashimi	2714 Pinole Valley Road	**On-site, beer &wine**
Chipotle	2696 Pinole Valley Road	**On-site, beer & wine**

Source: State Department of Alcoholic Beverage Control, October 29, 2014.

3) The extent to which the crime reporting district in which applicant is located exceeds the average for crime reporting districts subject to the jurisdiction of the Pinole Police Department,

A review by the Police Department has determined that crime reporting for the district does not exceed the average for crime reporting districts. The Police Department did not raise any

objections or concerns related to this alcohol sales request.

4) The proximity of the applicant to school, park, playground, recreational center, day care, or similar use.

There is one martial arts fitness training school within 1,000 feet of the site. The restaurant has a commercial General Plan Designation and is located in a Commercial Mixed Use Zoning District. The restaurant is proposed as a family-style pizza parlor where alcohol sales are provided only as a complement to the dining experience.

Parking Demand

As mentioned above, the proposed restaurant is 2,272 square feet with a public use square footage of approximately 1,640 square feet. Chapter 17.48 of the Zoning Code includes a parking requirement of 1 space per 100 square feet for restaurants excluding kitchens and other non-public areas. After applying this standard, 17 parking spaces would be needed. The Pinole Valley Shopping Center includes reciprocal parking to accommodate all customers that drive to its businesses.

Parking availability has been a growing concern as Pinole Valley Shopping Center nears full occupancy. The Planning Commission approved a parking variance of 92 spaces on February 13, 2007. The variance was essential to redevelop the shopping center. At the time the variance was approved, there were no conditions requiring future parking adequacy evaluation. The project site is the former location of Youthful Tooth. The parking variance reflected an assumption of 15 spaces for this leasable space. Draft condition of approval 12 includes parking conflicts as one factor that may trigger reconsideration of this use permit. Draft condition of approval 22 requires employees to park in the least convenient spaces within the shopping center to help improve parking utilization efficiency by enabling customers to park in the most convenient space near the restaurant throughout the day. Draft condition of approval 23 requires that the applicant make rideshare and public transit information available on premises for employees and customers to attempt to reduce parking demand. As noted above, restaurants are a permitted use in the CMU zoning district. The request before the Commission concerns the issue of alcohol sales only. The proposed conditions of approval relating to parking management have been discussed and agreed to by the applicant and attempt to help manage ongoing parking demand associated with the MOD Pizza restaurant.

Proposed Standard Conditions of Approval

The Pinole Municipal Code includes standard conditions of approval that apply to alcohol sales establishments. The applicable conditions are listed below and have been included in the conditions of approval of the accompanying resolution (see Exhibit A of Resolution 15-01 in Attachment A).

Standard Conditions of Approval All Alcohol Sales Establishments

- No wine shall be sold with alcohol content greater than seventeen percent by volume except ports, sherries, madeiras or dessert wines which are vintage dated and/or aged for two years or more.

- The applicant shall be responsible for maintaining free of litter that area in front of and

adjacent to the premises over which they have control.

- No signs advertising the sale of alcoholic beverages shall be displayed outside of the store.
- Licensee or its employees shall regularly police the area under the licensee's control in an effort to prevent the loitering of persons about the premises.
- If any of these conditions are found to be disregarded, the use permit for alcohol sales will be subject to revocation. If necessary, the Planning Commission may modify the use permit or may revoke the use permit after holding a noticed public hearing and making applicable findings.
- Establish and maintain a "complaint response/community relations" program with the Police Department or similar method to assure cooperation with the Police Department.

On-sale Conditions

- No sale of alcohol is allowed for off-site consumption.
- A sign concerning the California law prohibiting minors to drink alcohol and a sign prohibiting loitering or public drinking must be posted.
- A copy of the use permit conditions of approval will need to be kept on premises and available upon request.
- All employees within ninety (90) days of employment shall receive "responsible beverage service training."

In addition to the conditions mentioned above, Staff has included within Exhibit A of the proposed Resolution 15-01 security-related conditions of approval calling for preparation of a crime prevention security plan, completing a business emergency information form, and scheduling an on-site training event with the Police Department prior to commencement of alcohol sales. These security-related conditions have been discussed with the applicant and the applicant has no objections.

ENVIRONMENTAL REVIEW

This project is categorically exempt per Section 15301 Existing Facilities of the California Environmental Quality Act Guidelines in that it consists of a minor modification to existing space within an existing commercial retail shopping center building.

ATTACHMENTS

A. Resolution 15-01 with Exhibit A: Conditions of Approval
B. Project Description Received February 9, 2015
C. Floor Plan Received February 9, 2015

ATTACHMENT A
PLANNING COMMISSION RESOLUTION 15-01
WITH EXHIBIT A: CONDITIONS OF APPROVAL

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW ON-SITE ALCOHOL SALES IN CONJUNCTION WITH A NEW APPROXIMATELY 2,300 SQUARE FOOT MOD PIZZA RESTAURANT AT 2830 PINOLE VALLEY ROAD, PINOLE, CA 94564, APN: 401-3100-017 and -018

WHEREAS, Steve Rawlings, on behalf of MOD Superfast Pizza, LLC has filed an application for a use permit (CUP 14-12) with the City of Pinole to provide alcohol sales in conjunction with a new approximately 2,300 square foot restaurant and is seeking a Type 41 On-Sale Beer and Wine - Eating Place alcohol license from the State Department of Alcoholic Beverage Control (ABC); and

WHEREAS, ABC determined that the proposed location has an existing overconcentration of on sales alcohol licenses; and

WHEREAS, a finding of Public Convenience or Necessity from the Pinole City Council is required prior to consideration of a use permit request by the Planning Commission; and

WHEREAS, the City Council approved a Finding of Public Convenience or Necessity on April December 16, 2014 thereby enabling the use permit to be considered further; and

WHEREAS, the Planning Commission of the City of Pinole is the appropriate authority to hear and take action on this use permit request; and

WHEREAS, Said property is designated for Service Sub-Area uses in the Pinole General Plan; and

WHEREAS, The property is located in a Commercial Mixed Use (CMU) Zoning District; and

WHEREAS, the Pinole Municipal Code permits alcohol sales subject to securing a Use Permit in commercial and mixed use zones including the CMU zone; and

WHEREAS, The Police Department has confirmed that the addition of beer and wine sales in conjunction with the Mountain Mike's Pizza restaurant, as conditioned, is not expected to increase calls for service or crime activity at this location; and

WHEREAS, The project meets the criteria for a Categorical Exemption as a Existing Facility pursuant to Section 15301 of the California Environmental Quality Act (CEQA);

WHEREAS, The Planning Commission of the City of Pinole has conducted a duly noticed public hearing to consider CUP 14-12 on February 9, 2015;

WHEREAS, after the close of public hearing, the Planning Commission considered all public comments received both before and during the public hearing, the presentation by City staff, the

staff report, and all other pertinent documents regarding the proposed development;

NOW, THEREFORE, the Planning Commission hereby:

A. Finds as follows:

1. The use permit request is consistent with General Plan in that it expands the range of commercial services available in Pinole and provides added convenience for customers desiring to enjoy beer and wine with meals at a MOD Super Fast Pizza restaurant at 2830 Pinole Valley Road Fitzgerald and strengthens the commercial competiveness of a new business within the City;

2. The use permit request, as conditioned, is consistent with the Zoning Code and will help ensure the protection and preservation of public health, safety, and welfare; and

3. The use permit request is Categorical Exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines because it involves minor physical improvements to an existing commercial building within a developed shopping center without expanding the total retail sales area within the shopping center.

B. Hereby approves Conditional Use Permit 14-12 as provided in the staff report, and subject to the Conditions of Approval attached as Exhibit A to this Resolution.

C. Stipulates that the approval of a Conditional Use Permit 14-12 shall terminate on February 9, 2016, unless exercised and actual construction or alteration of the restaurant under valid permits has begun within said period or a written request has been submitted to the City, prior to the expiration date, for an extension of time as allowed under the Zoning Ordinance.

The above action is final unless an appeal is filed pursuant to Chapter 17.10 of the Pinole Municipal Code within ten (10) calendar days following Planning Commission action.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 9th day of February 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Thomas M. Brooks, Chair, 2014-2015

ATTEST:

_____
Winston Rhodes, AICP, Planning Manager

PLANNING COMMISSION RESOLUTION 15-01 EXHIBIT A
CONDITIONS OF APPROVAL: MOD PIZZA RESTAURANT ALCOHOL SALES CONDITIONAL USE PERMIT

		Timing/ Implementation	Monitoring Department / Division	Verification
1.	If any of conditions are found to be disregarded, the use permit for alcohol sales will be subject to revocation. If necessary, the Planning Commission may modify the use permit or may revoke the use permit after holding a noticed public hearing and making applicable findings.	On-Going	Police/ Development Services	
2.	The proposed use shall be operated in a manner consistent with the business operation description and project plans date stamped received February 4, 2015 unless modified by the conditions of approval below and in a manner which is consistent with all federal, state and local laws.	On-Going	Police/ Development Services	
3.	The business owner shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	There shall be no sale of alcohol for off-site consumption.	On-Going	Police/Planning	
5.	Signage concerning the California Law Prohibiting Minors to Drink Alcohol and signage prohibiting loitering or public drinking must be posted at the establishment in clear public view to the satisfaction of the Development Services and Police Departments.	On-Going	Police/Planning	
6.	A copy of the conditions of approval shall be kept on premises and made available upon request.	On-Going	Police/ Development	

		Timing/ Implementation	Monitoring Department / Division	Verification
			Services	
7.	All servers within 90 days of employment shall receive "responsible alcoholic beverage service training." Any employee serving alcohol shall be at least twenty-one (21) years of age.	On-Going	Police	
8.	Proposed modification of the hours or other aspects of the business shall be submitted for review and approval by the City Planning Manager. The Planning Manager will determine if changes are substantial and require further review by the Planning Commission.	On-Going	Planning	
9.	The surrounding area over which the applicant has control shall be maintained in a clean and orderly manner free of litter at all times. The restaurant site shall be kept clear of graffiti vandalism on a regular and continuous basis at all times. On-site lighting shall be maintained in good working condition at all times.	On-Going	Police/Planning	
10.	Applicant/tenant shall comply with all applicable State Alcoholic Beverage Control (ABC) laws, rules and license requirements. A copy of the license shall be submitted to the Development Services and Police Departments prior to commencement of alcohol sales.	Prior to Commencement of Alcohol Sales	Police/Planning	
11.	The operating hours shall be 10:30 A.M. to10:00 P.M. Sunday through Thursday and 10:30 A.M. to 11:00 P.M. Friday and Saturday.	On-Going	Police/Planning	
12.	If the operation of the use results in conflicts pertaining to parking, noise, nuisance, traffic or other impacts, at the discretion of staff, the use permit may be referred to the Planning Commission for subsequent review at a public hearing and possible revocation in accordance with the Title 17 of the Pinole Municipal Code.	On-Going	Police/Planning	

		Timing/ Implementation	Monitoring Department / Division	Verification
13.	The restaurant operator shall arrange for an employee/management security training event with the Police Department prior to commencement of the alcohol sales operations.	Prior to Commencement of Alcohol Sales	Police	
14.	The restaurant operator shall complete an updated Police Department Business Emergency Information Form.	Prior to Commencement of Alcohol Sales	Police	
15.	The restaurant operator shall comply with all applicable Pinole Municipal Code requirements.	On-Going	Development Services/Police	
16.	The restaurant operator shall work cooperatively with the Pinole Police Department on an ongoing basis to establish an effective theft prevention and security program.	On-Going	Police	
17.	No wine shall be sold with alcohol content greater than seventeen percent (17%) by volume except ports, sherries, madeiras or dessert wines which are vintage-dated and/or aged for two years or more.	On-Going	Development Services/Police	
18.	No signs advertising the sale of alcoholic beverages shall be displayed outside of the store.	On-Going	Development Services/Police	
19.	The majority of the alcohol on site shall be securely stored in non-public portions of the restaurant.	On-Going	Development Services/Police	
20.	Licensee or its employees shall regularly police the area under the licensee's control in an effort to prevent the loitering of persons about the premises.	On-Going	Development Services/Police	

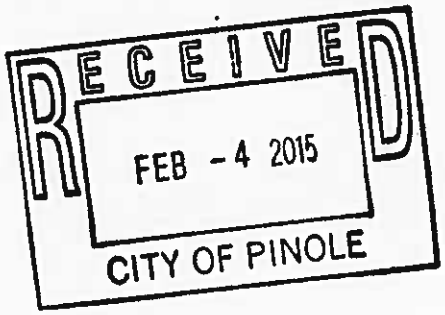
PLANNING COMMISSION RESOLUTION 15-01 EXHIBIT A
CONDITIONS OF APPROVAL: MOD PIZZA RESTAURANT ALCOHOL SALES CONDITIONAL USE PERMIT

		Timing/ Implementation	Monitoring Department / Division	Verification
21.	Kitchen food service shall be provided during all business operating hours to assure food is available while beer and wine are being served.	On-Going	Development Services/Police	
22.	The operator and property owner shall require restaurant staff to park in the least convenient parking spaces within the Pinole Valley Shopping Center to help manage parking demand.	On-Going	Development Services/Police	
23.	The applicant shall make rideshare and public transit information available on premises to employees and customers.	On-Going	Development Services	
24.	The addition of any potential outdoor dining area to the restaurant in the future shall require City approval in advance consistent with the Pinole Municipal Code requirements. In the event that outdoor dining is contemplated, no alcohol shall be served or consumed outdoors.	On-Going	Development Services/Police	

ATTACHMENT B

Project Description
MOD Super Fast Pizza
2830 Pinole Valley Road, Pinole, CA
February 4, 2015

Proposed Use: Serve beer and wine for on-site consumption (ABC Type 41License) within a restaurant specializing in pizza and salads.



Hours of Operations:

- Sunday - Thursday: 10:30 am to 10:00 pm
- Friday & Saturday: 10:30 am to 11:00 pm

Dine-In and Take Out Ratios: 90% Dine-In/10% Take Out
Average Dine-In Time: 30 minutes

Number of Employees: 5 to 12 per shift. Employees will be required to park in the least convenient spaces.

Employee Training: The management and staff will take an ABC approved alcohol service training program within 60 days of their first day of employment.

Beer and Wine Service: Beer and wine are ordered at the walkup counter and is poured into a cup and only handed to a patron that has showed proper identification. Only one drink is served at a time to a person with valid identification.

About MOD Super Fast Pizza
www.ModPizza.com

In 2008, a couple in Seattle had an idea. It was inspired by their love of pizza and simple pleasures, and motivated by their need to feed four hungry boys. It was a complicated time—the financial crisis was brewing and many were stressed. Wouldn't it be cool to bring a bit of lightness and hope into people's daily lives?

They were motivated to create something unique: an honest, inspiring and memorable experience for customers and team members alike. They started by asking whether it would be possible to create an authentic, fresh, hand-made product super fast? With the help of some really smart, experienced friends they figured it out. Next came the fun part—how to make the experience unique?

What would happen if they allowed customers to choose exactly what they wanted without charging more (a true "no catch" offer)? How low could they set the price and still keep the doors open? It was an experiment, so let's give it a shot, they thought. And to really make this thing worthwhile, let's see how well we can pay the team while we're at it. Charging customers as little as possible while paying the team as much as possible ... what a concept!

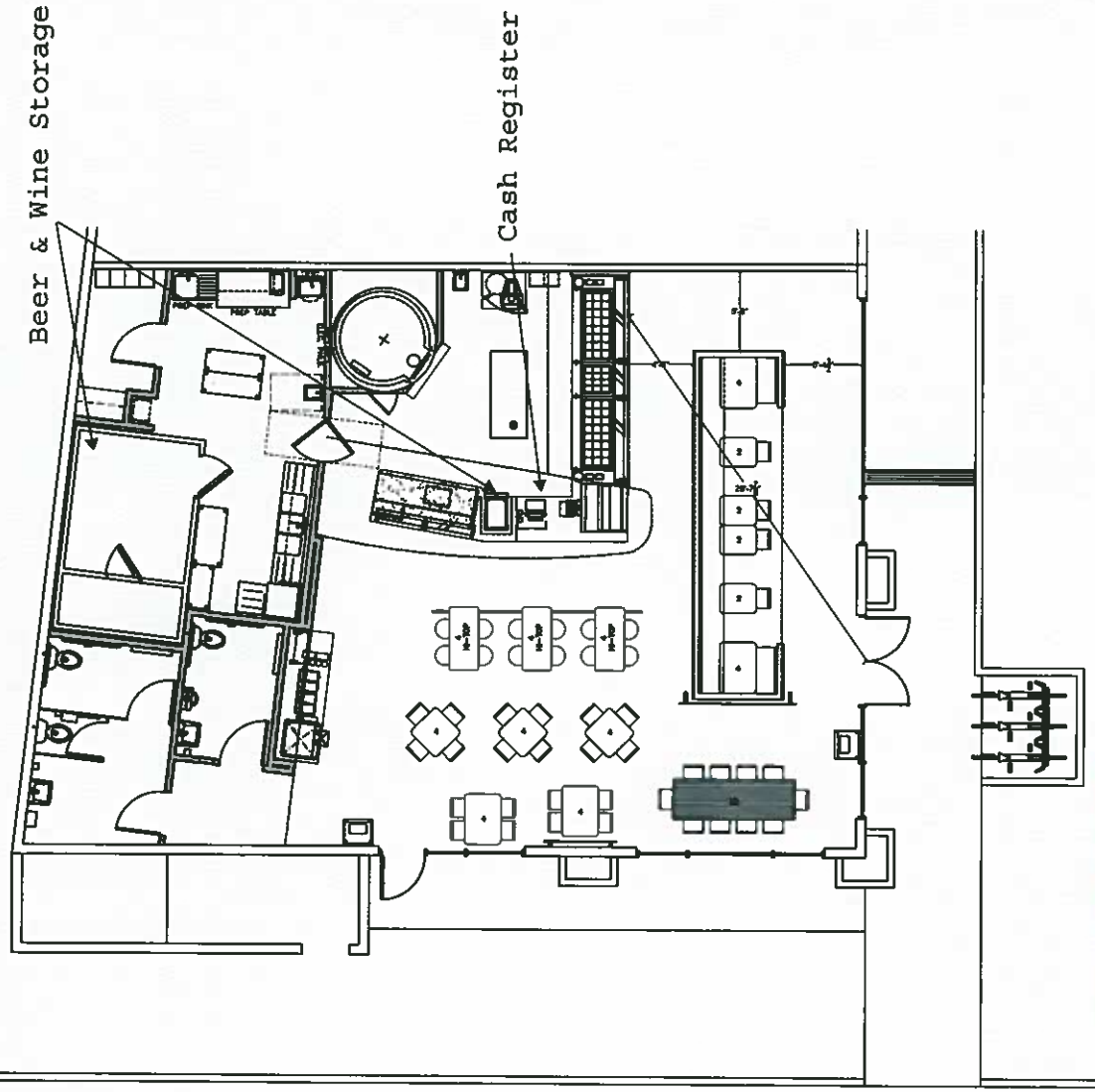
From the beginning, MOD was an experiment—motivated by the desire to create something really special and inspired by some shared values. How the experiment would turn out, though, was uncertain. How would

customers react? Would the team get it? Was the experiment worth the blood, sweat and tears required to go the distance?

Well, something pretty cool happened after they opened their doors in the crazy fall of 2008. They attracted some special people who decided to make it their own. The "MOD Squad" which emerged helped turn MOD into a place where you want to take your family, and where it feels like family. A place that prides itself on providing a special experience to customers and MOD Squaders alike. Like magic, a spirit of individuality, teamwork, and service emerged. That's what we call MODness. And, the best part is, it's just starting to spread.

MOD Pizza. Simple food for complex times.

ATTACHMENT C



SEATING COUNT

INDOOR SEATING		
SEATING TYPE	QTY.	# SEATS
2 TOP BANQUETTE	4	8
4 TOP	8	32
4 TOP BANQUETTE	2	8
10TOP	1	10
BUDDY BAR	-	-
TOTAL INDOOR SEATING		88

STORE INFO

STORE TYPE	CORE PLUS
SIZE	2,272 SQ. FT.

RECEIVED
FEB - 4 2015
CITY OF PINOLE

A PRELIMINARY PATIO AND ACCESS STUDY 1/8"=1'-0" NORTH

MOD PINOLE VALLEY
2712 PINOLE VALLEY RD
PINOLE, CA 94564

GENERAL NOTE:
THESE DRAWINGS ARE PROVIDED AS AN ATTACHMENT TO THE LEASE IN THE NEGOTIATION BETWEEN THE LANDLORD AND MOD SUPERFAST PIZZA. ALL DRAWINGS ARE PRELIMINARY AND REFLECT THE INTENT OF THE DESIGN FOR THE DEMISED SPACE(S) AND EXTERIOR AREA(S). SHOULD THERE BE ANY CONCERNS, QUESTIONS, AND/OR POTENTIAL CONFLICTS WITH THE INFORMATION REFLECTED IN THESE DOCUMENTS THE LANDLORD SHOULD CONTACT MOD PIZZA WITH CLARIFICATIONS AND/OR PROPOSED REVISIONS.

SHEET NO: 2 OF 2
DATE: 07/02/2014
DRAWN BY: DM

Item G1

Memorandum

TO: **PLANNING COMMISSION MEMBERS**

FROM: **WINSTON RHODES, AICP, PLANNING MANAGER**

SUBJECT: **Gateway Shopping Center Workshop**

DATE: **February 9, 2015**

File: Design Review (DR 14-11), Conditional Use Permits (CUP14-05, 14-06, 14-07, and 14-08), a Parcel Map (MS14-01), and a Development Agreement (DA14-01)	
Applicant: Thomas Gateway LLC 3100 Oak Road, Suite 140 Walnut Creek, CA 94597	**Property Owner:** City of Pinole

WORKSHOP PURPOSE

Review, discuss and provide feedback to Staff and applicant after holding a public hearing concerning the proposed Gateway Shopping Center major project components including:

- The Site Plan;
- Landscape Plan;
- Building Architecture;
- Signage;
- Development Agreement; and
- Other project topics subject to review by the Planning Commission

SITE LOCATION

The proposed Gateway Shopping Center is located on the east and west sides of Pinole Valley Road north of Interstate Highway 80 and south of Henry Avenue (APN: 401-211-032 and 034, and 401-410-017).

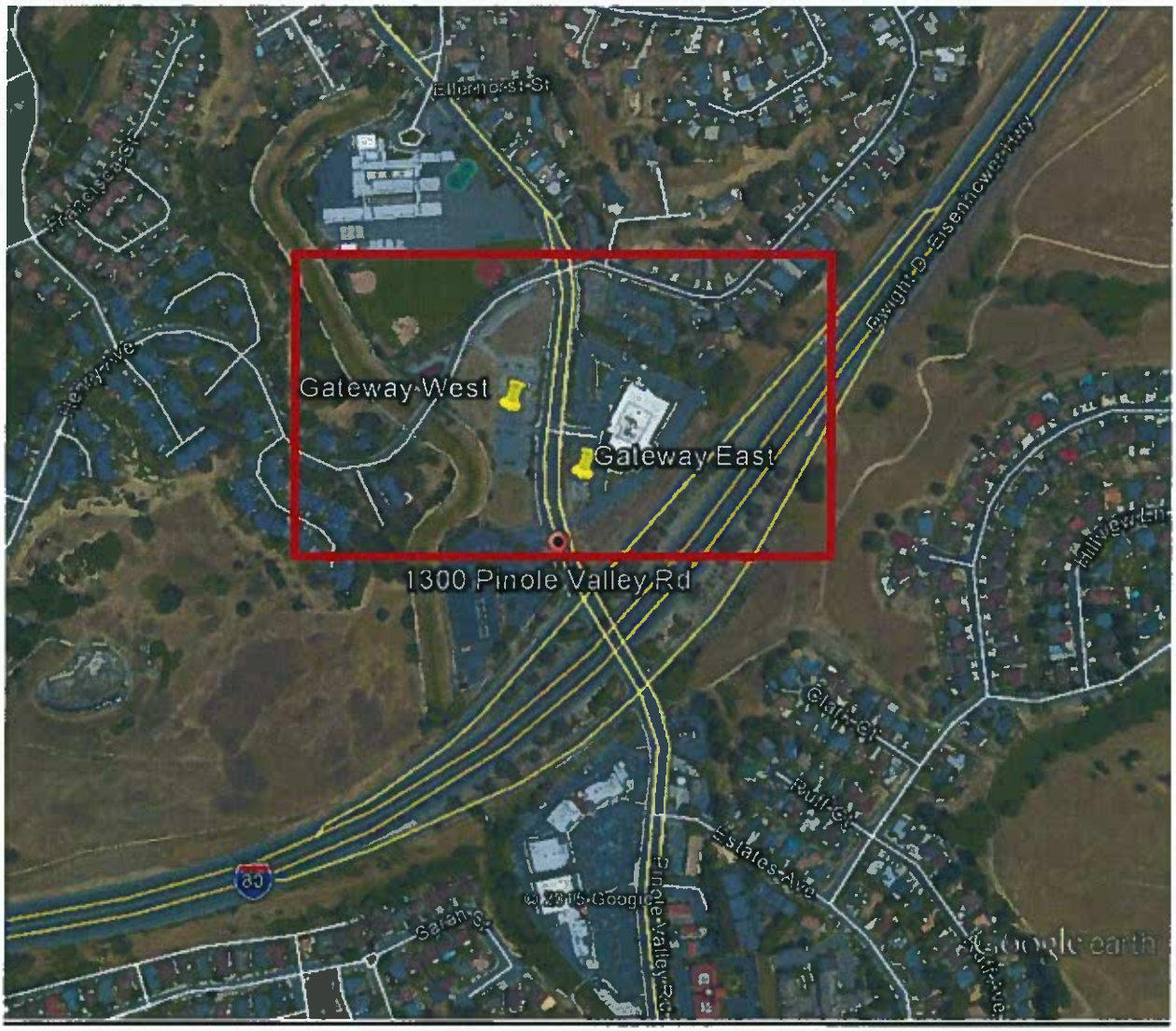


Figure 1. Site Location

Direction from Project Site	Land Use
North	Henry Avenue, Office, and Collins Elementary School
West	Pinole Creek
South	Pinole Lanes and Interstate 80
East	Kaiser Medical Clinic and Interstate 80

PROJECT DESCRIPTION

The project involves the proposed construction of four new commercial buildings. The two buildings proposed west of Pinole Valley Road include a market and a retail shop space building. The two buildings proposed east of Pinole Valley Road include a coffee shop with a drive through and one medical services building with underground parking. The three proposed retail buildings total approximately 40,558 square feet. The one proposed medical services building totals approximately 9,886 square feet with approximately 11,782 square feet of underground parking. The applicant is also proposing an approximately 75-foot high pylon sign east of Pinole Valley Road adjacent to the existing I-80 westbound off-ramp. The four buildings and pylon sign are proposed on three existing parcels totaling 5.5 acres. The proposed project also includes enhancements to an approximately 0.16–acre portion of the Contra Costa County Flood Control District Pinole Creek property immediately west of the proposed shopping center.

Proposed Buildings Summary

Building	Building Size (sq. ft.)	Dining / Outdoor Seating Area Size (sq. ft.)	Location
Market	**27,014**	**420**	**Southwest of the intersection of Henry Avenue & Pinole Valley Road**
Retail Shops	**11,328**	**4,200**	**West of Pinole Valley and north of the existing AMF Pinole Valley Lanes site.**
Coffee Shop (Suite E1-A)	**2,216**	**420**	**East of Pinole Valley Road and southwest of Kaiser Medical Clinic**
Medical Services (Suite E2-A)	**9,886**	**N/A**	**Northeast of the intersection of I-80 & Pinole Valley Road**
	50,444	**5,040**	

Required Land Use Approvals

The project will require the following land use approvals:

- A design review request to construct the shopping center and accompanying improvements;
- A use permit for a sign program for the shopping center including a 75' high pylon sign;
- A use permit for a drive through and outdoor dining area at the coffee shop;

- A use permit for alcohol sales, outdoor dining and outdoor merchandise display at the market;
- A parcel map; and
- A Development Agreement

The City's Municipal Code authorizes the Planning Commission to take final action on all the land use approvals except the Development Agreement. The Development Agreement will require Planning Commission review for consistency with the General Plan.

BACKGROUND

The applicant desires to develop the proposed shopping center on property currently owned by the City of Pinole and enter into a ground lease with the City until such time that the property can be sold to the applicant. The sale of the property requires State approval since the property was originally purchased by the City's Redevelopment Agency.

A portion of the current project site now proposed for the coffee house (Suite E1-A) was previously reviewed for development in 2005 in conjunction with the Kaiser Medical Center project and was planned for a proposed bank building. In 2009, the City's Redevelopment Agency purchased the portion of the project site now proposed for a medical office building Suite (E2-A). A use permit was approved by the Planning Commission to reconfigure the previously approved site plan and add a future pylon sign subject to further future design review. The approved use permit from 2009 has expired. In 2010, the City updated the General Plan, adopted the Three Corridor Specific Plan and updated the Zoning Code. The project site is within the Pinole Valley Road corridor included within the Three Corridors Specific Plan. The General Plan land use designation is Service Sub-area (SSA) and the Zoning for the property Office Professional Mixed Use (OPMU).

In July 2014, the applicant submitted a development application for the Gateway Shopping Center to the City. The Planning Commission Development Review Subcommittee has met five times including August 13, September 22, October 1 and October 27, 2014 and most recently on January 26, 2015 to discuss the project site plan and landscape plan, the project architecture, the project signage, and the draft Development Agreement. The major issues and recommendations that have been identified by the Subcommittee are summarized below.

Site Plan

- Outdoor dining area for proposed market building added along Pinole Valley Road at southeast building corner.

- Drive thru Pharmacy removed and replaced with a smaller retail shop space building that allows for more efficient through access between bowling alley property and western portion of the project site.

- Alternate pylon sign location shown west of Pinole Valley Road eliminated from site plan.

- Two outdoor plazas added at retail shop space building (at northeast and southeast corners) to accommodate outdoor seating and/or dining.

- Main Pinole Valley Road driveway location for west side of the project site has been widened to accommodate two dedicated exit lanes.

- Parking lot serving the market modified to improve ingress to the site by providing one way circulation for the parking drive aisle north of the main Pinole Valley Road driveway entrance.

- Drive through entrance for coffee shop modified to allow for improved turning radius for large vehicles accessing the main Pinole Valley Road access.

- Coffee house parking lot and trash enclosure location reconfigured to improve access.

Architecture

The Subcommittee suggested that the applicant:

- focus on compatibility with Kaiser's design for the two proposed buildings east of Pinole Valley Road; and

- utilize more traditional architecture for the two buildings on the west of Pinole Valley Road.

Signage

- Project monument sign on Henry Avenue changed to a directional sign.

- Two of five proposed monument signs located at northeast corner of I-80 and Pinole Valley Road and southwest corner of Henry Avenue and Pinole Valley Road changed to proposed shopping center identification signs.

Development Agreement

- Text should be added to clarify that any potential alternate location for a pylon sign on Gateway West requires subsequent Planning Commission and/or City Council approval.

- Prohibited land use definitions to be added within the Development Agreement to provide clarification to guide future tenant use decisions.

DISCUSSION

The proposed shopping center includes a variety of land use and design issues. Below is framework of the major physical site and project characteristics to help organize workshop discussion. A PowerPoint presentation will be provided at the meeting to include additional workshop information.

Site Plan

The site plan has evolved over several months of discussions between the applicant and staff. The configuration of the project site especially the area west of Pinole Valley Road and the existing site conditions has directly influenced the currently proposed design.

- **Pinole Creek**

The project site includes one of the largest parcels in the City abutting Pinole Creek. The applicant has included a 30 foot building line buffer along the eastern edge of the Pinole Creek Contra Costa County Flood Control shared property line. A pedestrian connection point to the existing Pinole Creek trail is included in the site plan. The applicant has also included proposed creek area trail enhancements to encourage walking and bicycling along the creek west of the project site as well additional native landscaping to benefit wildlife as well as the public over time. The applicant has also agreed to repave the portion of the trail adjacent to the project site and pay for ongoing maintenance of offsite creek property improvements.

Feedback from the Planning Commission is requested on the adequacy and scope of the proposed enhancements along the portion of the project site immediately adjacent to Pinole Creek as well as the degree to which Pinole Creek has been integrated into the site plan.

- **PG&E Easement / Kinder Morgan Pipeline**

The northern portion of the project site, in the vicinity of the proposed market, includes several 10-16 foot PG&E easements and a separate 30 foot easement for an existing active 8 inch high pressure Kinder Morgan petroleum product distribution pipeline. The pipeline easement limits project features that can be included within this area (see Attachment E). At this time, it is not clear if all the proposed improvements within the pipeline easement will be permitted by Kinder Morgan.

- **Circulation and Shared Access Between Neighboring Private Properties**

The project site abuts the Pinole Valley Lanes property as well as the Kaiser Property. The site plan now includes a two-way auto access route between the bowling alley property, the retail shop space building and the proposed market. This access route provides an off-street alternative way to travel between Henry Avenue and Pinole Lanes. Ensuring ongoing access and cooperation between the private properties west of Pinole Valley Road will be important for efficient circulation, adequate maintenance over time, and public safety.

The proposed medical office parcel includes direct access between the existing Kaiser property and a proposed parking area. The proposed configuration also eliminates some existing Kaiser parking. The proposed coffee shop and drive through includes a reconfiguration of existing parking on the coffee shop property site as well as on Kaiser Property. Thus far, the City has not received any direct feedback from Kaiser representatives regarding the current proposed site plan. As mentioned above safe access between parcels is important and ongoing cooperation is necessary to provide for public safety and convenience. It should be noted that the site plan appears to reflect an

accessible path of travel connecting the medical office building parcel and the coffee shop parcel to Kaiser property.

- **Shared Parking with Bowling Alley property**

The proposed retail shop space building parcel includes a shared parking area with bowling alley property south of the proposed building.

Feedback on how best to count shared parking towards the available total parking needed is requested since this will affect future development potential of the bowling alley property.

- **Relocation of WestCat Bus Stop**

The applicant is proposing to relocate the existing southbound bus stop from frontage along Collins Elementary School to a location adjacent to the proposed market. The applicant has also agreed to provide power to the bus stop to enable real time bus arrival information. The relocation of the bus stop provides for more efficient transit access within the area and will provide added convenience for individuals traveling to and from the project site by bus.

- **Caltrans I-80 Right-of-Way**

The proposed project includes a medical services building immediately abutting the I-80 off ramp. The proposed building placement necessitates Caltrans right-of-way access for any routine maintenance and makes landscape installation and ongoing maintenance very challenging. The Commission may wish to consider ways to enhance the southern elevation of this building such as including trellises with climbing vines on the project site. The proposed landscape plans currently include offsite landscaping within the Caltrans right-of-way. The City has not received confirmation from Caltrans that the conceptual landscaping as depicted would be allowable.

The project also includes the proposed pylon sign adjacent to Caltrans property to maximize visibility from I-80 including the existing westbound off-ramp south of the project site. Attachment C includes correspondence from a consultant hired by the applicant to discuss Caltrans review criteria for pylon signs proposed along State highways.

Landscape Plan

The landscape plan includes the removal and replacement of most of the existing trees on the project site. A conceptual landscape plan is provided with potential tree, shrub and ground cover choices that are drought tolerant and well-suited to Pinole's climate. Much of the proposed new landscape material is proposed along edges of existing public right-of-ways (e.g. Pinole Valley Road and Henry Avenue. Native plant material is proposed along the Pinole Creek Trail to provide for a canopy along the existing Pinole Creek Trail.

The applicant is proposing decorative stamped concrete paving at Henry Avenue near the Pinole Creek Trail and at the Pinole Valley Road driveway access point between the retail shop space

building and the market along the path of travel connecting the Pinole Creek Trail to the entrance to the proposed market entrance.

Two pergolas are proposed near the main Pinole Valley Road access point west of Pinole Valley Road. The pergolas and trellis structures at the market outdoor eating area and at Pinole Creek trail entrance to the project site include a stone veneer and wood beams to help define these walkways and add character to project site.

The Commission may wish to consider increasing the size of the pergolas to provide a more dramatic focal point near the main access to the western portion of the project site if other site constraints such as the stormwater treatment requirements allow.

The applicant is also proposing to add black steel seat benches along the Pinole Creek Trail with interpretive signage and trash receptacles. Tubular steel fencing is also proposed along the creek, near outdoor seating areas and at the southwest corner of Henry Avenue and Pinole Valley Road.

Silver-colored bicycle racks and black light pole fixture designs are proposed. Permeable surface system pavers were previously proposed and would enhance the appearance of the parking field as well as calm traffic.

Building Architecture

The architecture for the project includes a mix of materials and warm earth tone colors including shades of white, cream, tan, brown, rust and green echoing the materials and colors utilized on the Kaiser Medical Building. Color and material boards for the four buildings and the pylon sign will be provided at the meeting.

- **Sprouts Farmers Market Building**

The building is approximately 45 feet at its highest point. The building includes a parapet roof and two pitched roof tower elements with standing seam grey metal roofing and storefront awnings, Hardiplank lap siding and Eldorado stone veneer to match the existing adjacent Henry Avenue Bridge over Pinole Creek. All elevations include wall plane changes, projecting anchored metal awnings with matching wall mounted sconce lighting, as well as extensive color and material changes to break up building massing. Clear anodized silver aluminum is proposed for the storefront window system and loading dock screening is proposed.

Planning Commission feedback is requested on the proposed design.

- **Retail Shops Building**

This building includes similar colors and materials as the proposed Sprouts Market building. It is approximately 34 feet at its highest point and includes three corner tower elements with two decorative grill vents included on the north and south towers to demarcate the corner storefront entrances as well as provide for future on-building signage locations. This building also includes color and material changes on all four sides to break up the building massing. However, the material change locations could be improved or simplified. For example, the Commission may prefer to see

more rock veneer on the elevations visible from Pinole Valley Road to further enhance the buildings appearance.

- **Starbucks Coffee Shop Building**

This building is approximately 20 feet at its highest point and has a sleek appearance and includes design elements similar to Kaiser Medical Building including parapet roof and a steel channel canopy on all four elevations. The elevations include stucco, horizontal wood siding, and natural stone veneer on all building elevations. Storefront doors and windows include an anodized aluminum finish. The west elevation includes exposed roof drainage downspouts.

- **Medical Office Building**

The proposed medical office building would be approximately 21 feet at its highest point. The building includes stucco, wood veneer and stone veneer tiles similar to those found at the nearby Kaiser Medical Building entrance on all four elevations. The applicant is proposing a 27-space subterranean parking lot in addition to at grade parking north and east of the building. Metal bars to vent the underground parking area are proposed on the north, west and south elevations.

The Commission may want to consider other architectural options as this will be a very prominent corner and could benefit from decorative trellis elements with climbing vines.

The south elevation of the proposed building appears to immediately abut Caltrans property and include large expanses of stucco that may be especially susceptible to graffiti tagging based on the current placement of the building and isolated nature of this building façade immediately adjacent to Caltrans property..

Signage

Due to the number of new businesses and the inclusion of a 75-foot pylon sign, a sign program is required for the proposed development. The sign program provides site-specific signage requirements intended to provide for integrated signage design throughout the site and clarify sign expectations for future tenants.

The Commission should carefully consider the number, type and location of allowable signage types as well as the maximum allowable sign area to balance the need for business identification with the creation of a harmonious and attractive streetscape.

Additionally, the proposed pylon sign will be heavily viewed by I-80 travelers and will provide a new landmark visible from the highway. The size of the proposed sign spaces needs to be carefully considered to prevent a cluttered appearance and reflect the mix of potential shopping center tenants.

The Commission may decide to re-evaluate the number of sign spaces. Feedback is requested on the sign program based on the businesses that are currently proposed as well as businesses that may be added to the shopping center over time. For example, the current sign program treats the

proposed medical services building the same way as the market. Medical service buildings typically do not require or desire the same degree of signage as retail buildings.

Development Agreement

The Development Agreement serves to memorialize current land use regulations, contains negotiated project development terms and includes more restrictive land use requirements than the current zoning. It is intended to provide enhanced certainty about potential future development of the project site which requires a leasing agreement until a property sale may occur. Planning Commission review of the Development Agreement is required to assess consistency with the General Plan and to evaluate consistency with proposed project development plans. The Commission's review is a limited advisory review for future Council consideration prior to action on the development agreement

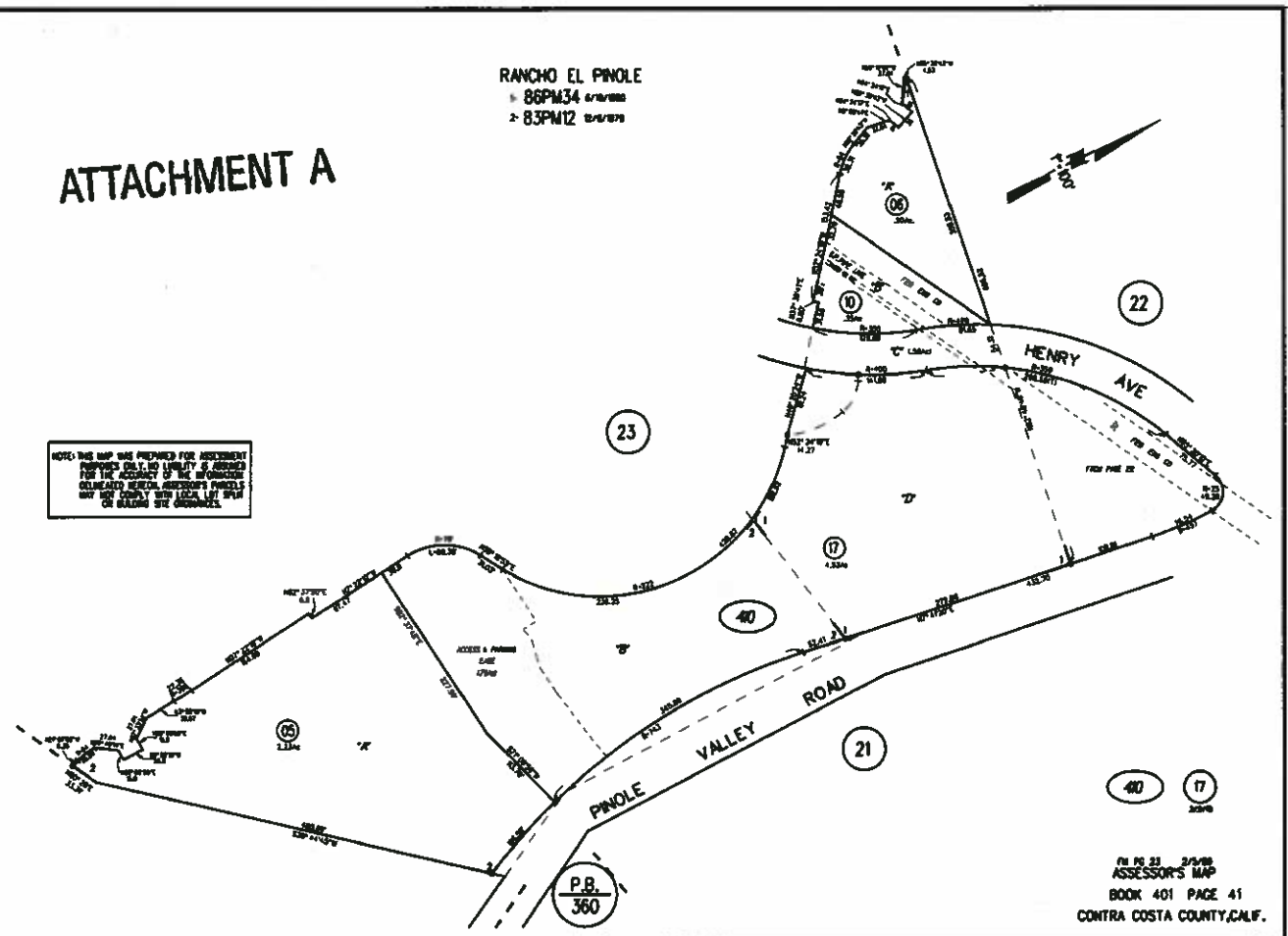
STAFF RECOMMENDATION

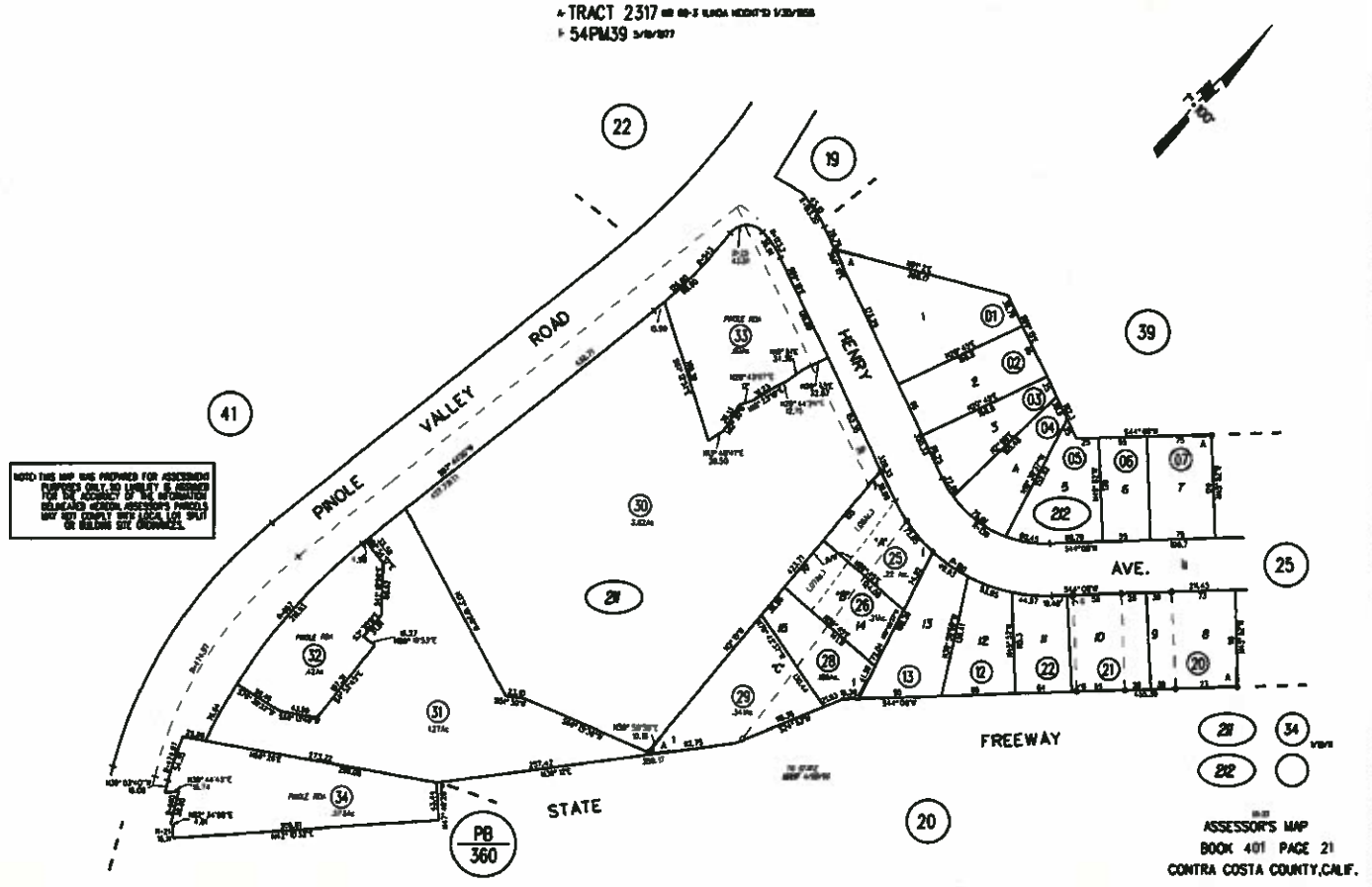
Consider the submitted project information, staff information and public input and provide feedback to the applicant and staff about the proposed project design and uses to help facilitate desired changes and help ensure adequate information is available prior to the next scheduled public hearing.

ATTACHMENTS

Attachment A Draft Project Plans
Attachment B Draft Project Design Book
Attachment C Teresa K.Q. Bowen Pylon Sign Letter dated September 2, 2014
Attachment D Draft Project Sign Program
Attachment E Pipeline Information
Attachment F Draft Development Agreement
Attachment G Proposed Color and Material Boards (to be provided at the meeting)

ATTACHMENT A





CONTRA COSTA COUNTY ASSESSOR'S PARCEL MAPS

GATEWAY SHOPPING CENTER

LOCATED AT

PINOLE VALLEY ROAD
BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

PROJECT CONTACTS

PROJECT DEVELOPER/OWNER
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES

DEVELOPMENT MANAGER
THOMAS PROPERTIES
3100 OAK STREET, SUITE #140
WALNUT CREEK, CA 94597

TEL: (925) 945-6266

CIVIL ENGINEER/SURVEYOR
AMS ASSOCIATES, INC.
801 TYGNACIO VALLEY ROAD
SUITE #220
WALNUT CREEK, CA 94596

TEL: (925) 943-2777
FAX: (925) 943-2778

SIGNAGE DESIGNER
CORPORATE GRAPHICS
1132 WILLOW PASS COURT
CONCORD, CA 94520

TEL: (925) 933-7457

LANDSCAPE ARCHITECT
JAMES SWANSON,
LANDSCAPE ARCHITECT

TEL: (925) 673-9040

SITE ARCHITECT
GEORGE MEU ASSOCIATES
499 EMBARCADERO, SUITE 6
THE FIFTH AVENUE MARINA
OAKLAND, CA 94606

TEL: (510) 434-9888

MARKET ARCHITECT
ADD: FITCH, INC.
16435 NORTH SCOTTSDALE ROAD
SUITE 195
SCOTTSDALE, AZ 85254

TEL: (480) 998-4200
FAX: (480) 998-7223

EAST SITE RESTAURANT DEVELOPMENT MANAGER
SCM SOLUTIONS, LLC
4787 SOUTH ROBERT BLAKE AVE.
INVERNESS, FL 34452

TEL: (352) 209-9537
FAX: (352) 726-8229

SITE ELECTRICAL ENGINEER
SACRAMENTO ENGINEERING CONSULTANTS
10555 OLD PLACERVILLE ROAD
SACRAMENTO, CA 95827

TEL: (916) 368-4468
FAX: (916) 368-4490

PROJECT DATA

ZONING: OPMU (OFFICE PROFESSIONAL MIXED USE ZONING DISTRICT)

SPECIFIC PLAN DESIGNATION: PINOLE VALLEY ROAD PROJECT AREA

ASSESSOR'S PARCEL NO'S: ALTA PARCEL ONE (WEST SITE) 401-410-017
ALTA PARCEL THREE (EAST SITE) 401-211-032
ALTA PARCEL FOUR (EAST SITE) 401-211-034

PARCEL AREAS: ALTA PARCEL ONE (WEST SITE) 4.532 ACRES
ALTA PARCEL THREE (EAST SITE) 0.431 ACRES
ALTA PARCEL FOUR (EAST SITE) 0.573 ACRES

BUILDING AREA: ALTA PARCEL ONE (WEST SITE)
MARKET: 27,014 SQ. FT.
SHOPS: 11,328 SQ. FT.
38,342 TOTAL GROSS SQ. FT.

ALTA PARCEL THREE (EAST SITE)
RESTAURANT: 2,216 SQ. FT.

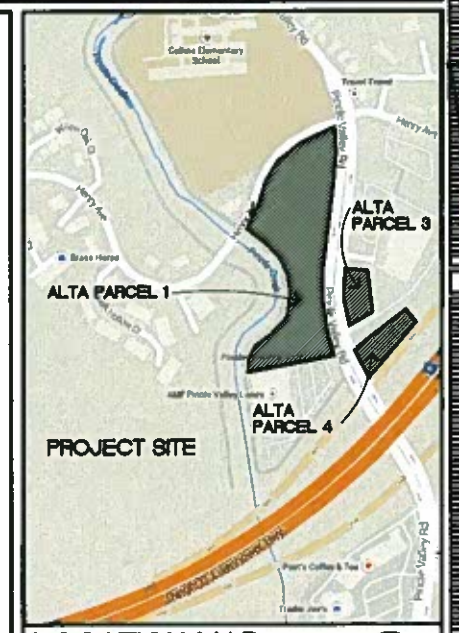
ALTA PARCEL FOUR (EAST SITE)
MEDICAL OFFICE: 9,866 SQ. FT.
OFFICE GARAGE: 11,782 SQ. FT.
21,648 TOTAL GROSS SQ. FT.

PROJECT SCOPE

TO EXISTING SITES ON TWO SIDES OF A PUBLIC WAY PROVIDE PHASED NEW SITE IMPROVEMENTS, BUILDINGS, AND RELATED STRUCTURES.

A PORTION OF THE WEST SITE (ALTA PARCEL 1) HAS EXISTING ON-SITE IMPROVEMENTS THAT WILL BE ALTERED AND/OR REPLACED.

THE EAST SITES (ALTA PARCELS 3 AND 4) ARE SUBSTANTIALLY UNIMPROVED AND ARE WITHIN A DEVELOPED MEDICAL OFFICE COMPLEX.



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

A001	PROJECT INFORMATION
AS101	PROPOSED SITE PLAN
AS102	ANNOTATED SITE PLAN
C-1	PRELIMINARY GRADING PLAN (WEST)
C-2	PRELIMINARY UTILITY PLAN (WEST)
C-3	STORMWATER CONTROL PLAN (WEST)
C-4	PRELIMINARY GRADING PLAN (EAST)
C-5	PRELIMINARY UTILITY PLAN (EAST)
C-6	STORMWATER CONTROL PLAN (EAST)
C-7	TENTATIVE PARCEL MAP (WEST)
C-8	WEST SITE TRUCK CIRCULATION
C-9	EAST SITE VEHICLE CIRCULATION
C-10	ALTA SURVEY
C-11	ALTA SURVEY
C-12	ALTA SURVEY
C-13	ALTA SURVEY
	(PARCEL 1)
A201	SHOPS EXTERIOR ELEVATIONS
	PRELIMINARY EXTERIOR ELEVATIONS (MARKET)
P1.0	MARKET PRELIMINARY FIXTURE PLAN
	(PARCEL 3)
SD-3	PRELIMINARY EXT. ELEVATIONS (RESTAURANT)
SD-4	DRIVE-THRU ELEMENTS (RESTAURANT)
	(PARCEL 4)
A202	MEDICAL SERVICES EXTERIOR ELEVATIONS
L-1	CONCEPTUAL LANDSCAPE PLAN
L-2	CONCEPTUAL LANDSCAPE PLAN
L-3	CONCEPTUAL LANDSCAPE PLAN
L-4	CONCEPTUAL LANDSCAPE PLAN
ES101	SITE LIGHTING PLAN
ES102	SITE PHOTOMETRIC PLAN

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
499 EMBARCADERO
OAKLAND
CALIFORNIA
94606
PHONE 510 434 9888

RECEIVED
JAN 30 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.
2	28 JAN. 2015	PLAN COMM

PROPOSED NEW COMMERCIAL DEVELOPMENT
FOR THOMAS GATEWAY, LLC
GATEWAY SHOPPING CENTER
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

PROJECT INFORMATION

A001

GEORGE MEU ASSOCIATES

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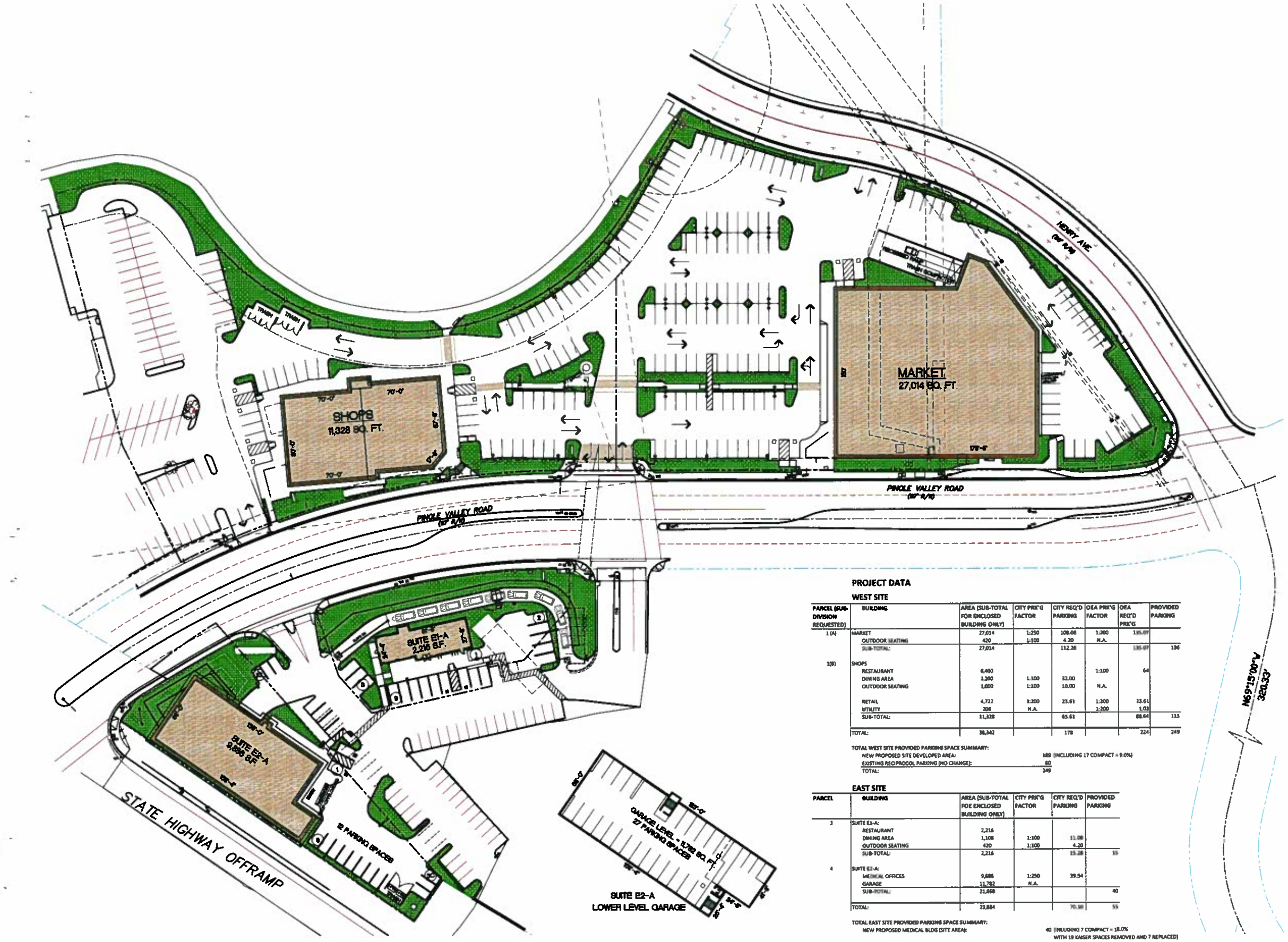

PROJECT DATA

WEST SITE

PARCEL (SUB-DIVISION REQUESTED)	BUILDING	AREA (SUB-TOTAL FOR ENCLOSED BUILDING ONLY)	CITY PRK'G FACTOR	CITY REQ'D PARKING	OEA PRK'G FACTOR	OEA REQ'D PRK'G	PROVIDED PARKING
1 (A)	MARKET	27,014	1:250	108.06	1:200	135.07	
	OUTDOOR SEATING	420	1:100	4.20	N.A.		
	SUB-TOTAL:	27,014		112.26		135.07	136
1(B)	SHOPS						
	RESTAURANT	6,400			1:100	64	
	DINING AREA	3,200	1:100	32.00			
	OUTDOOR SEATING	1,600	1:100	10.00	N.A.		
	RETAIL	4,722	1:200	23.61	1:200	23.61	
	UTILITY	206	N.A.		1:200	1.03	
	SUB-TOTAL:	11,328		65.61		88.64	113
TOTAL:		38,342		178		224	249

TOTAL WEST SITE PROVIDED PARKING SPACE SUMMARY:

NEW PROPOSED SITE DEVELOPED AREA:	189 (INCLUDING 17 COMPACT = 9.0%)
EXISTING RECIPROCOL PARKING (NO CHANGE):	60
TOTAL:	349

EAST SITE

PARCEL	BUILDING	AREA (SUB-TOTAL FOE ENCLOSED BUILDING ONLY)	CITY PRK'G FACTOR	CITY REQ'D PARKING	PROVIDED PARKING
3	SUITE E1-A:				
	RESTAURANT	2,216			
	DINING AREA	1,108	1:100	11.08	
	OUTDOOR SEATING	420	1:100	4.20	
	SUB-TOTAL:	2,216		15.28	15
4	SUITE E2-A:				
	MEDICAL OFFICES	9,696	1:250	39.54	
	GARAGE	11,782	N.A.		40
	SUB-TOTAL:	21,668			
TOTAL:		23,884		70.10	55

TOTAL EAST SITE PROVIDED PARKING SPACE SUMMARY:

NEW PROPOSED MEDICAL BLDG (SITE AREA):	40 (INLUDING 7 COMPACT = 18.0% WITH 19 KAISER SPACES REMOVED AND 7 REPLACED)
NEW PROPOSED SUITE E1-A SITE AREA:	15 (WITH 9 KAISER AUTO SPACES AND 5 MOTORCYCLE SPACES REMOVED AND 4 AUTO SPACES REPLACED)
TOTAL:	55

SCHEMATIC SITE PLAN
SCALE: 1" = 40'-0"

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CALIFORNIA
94606
PHONE 510 434 9666

issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.
2	29 JAN. 2015	PLAN COMM

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

GNA LSM 1314-SHTEMAY

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SITE PLAN

AS101

GEORGE MEU ASSOCIATES

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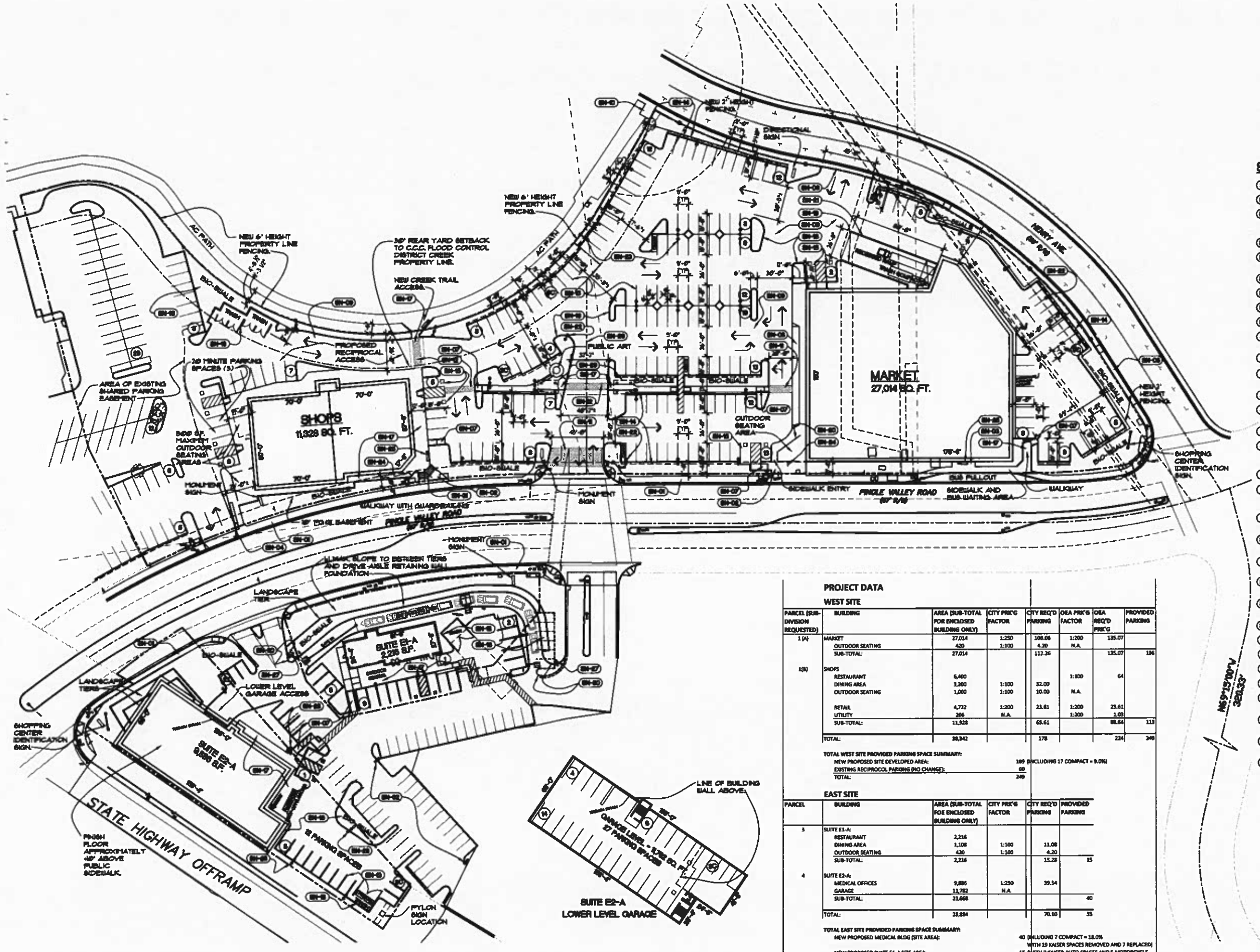

SHEET NOTES

- SN-01 EXISTING SIDEWALK.
- SN-02 EXISTING SIDEWALK WIDENED.
- SN-03 NEW BUS STOP WAITING AREA WITH BUILDING MOUNTED OVERHEAD WEATHER PROTECTION TRELLIS.
- SN-04 EXISTING DRIVEWAY WIDENED.
- SN-05 EXISTING DRIVEWAY REMOVED AND REPLACED WITH SIDEWALK.
- SN-06 NEW CONCRETE DRIVEWAY.
- SN-07 NEW ACCESSIBLE CURB RAMP.
- SN-08 NEW CONTINUOUS CURB RAMP.
- SN-09 NEW ASPHALTIC PAVING.
- SN-10 NEW SEATING AREA, SEE LANDSCAPE DWG.
- SN-11 NEW CONCRETE PAVERS.
- SN-12 RAISED ACCESSIBLE PAVER WALK WITH SLOPED PAVING CONFORMS.
- SN-13 NEW 4" PARKING STRIPING.
- SN-14 TYPICAL 24" VEHICLE OVERHANG AT PLANTER/WALK WHEELSTOP CURB.
- SN-15 NEW ACCESSIBLE PARKING.
- SN-16 NEW CONCRETE CURBED LANDSCAPE AREAS WITH BIO-SWALES WHERE NOTED.
- SN-17 NEW ACCESSIBLE CONCRETE WALKS.
- SN-18 NEW 6' HEIGHT CONCRETE MASONRY WALL TRASH ENCLOSURE WITH STEEL PANEL GATES.
- SN-19 NEW +42" HEIGHT CONCRETE MASONRY RECESSED TRUCK RAMP WALLS.
- SN-20 NEW +36" HEIGHT TUBULAR STEEL PAINTED FENCING.
- SN-21 NEW 8' HT. MASONRY RECESSED TRUCK RAMP WALL.
- SN-22 NEW LIGHTPOLE AND SINGLE FIXTURE WITH TOP OF FIXTURE AT 24'.
- SN-23 NEW LIGHTPOLE AND DOUBLE FIXTURE WITH TOP OF FIXTURE AT 24'.
- SN-24 NEW BICYCLE RACK.
- SN-25 NEW BENCH AND TRASH CONTAINER.
- SN-26 PROPOSED NEW PARCEL LINE.
- SN-27 EXISTING SITE LIGHT RELOCATED.
- SN-28 NEW SITE LIGHT TO MATCH EXISTING.
- SN-29 NEW PERGOLA, SEE LANDSCAPE DRAWINGS.
- SN-30 EXISTING LANDSCAPE PLANTER CURB LINE ADJUSTED.
- SN-31 NEW EXTERIOR CONCRETE STAIR AND HANDRAILINGS.
- SN-32 EXISTING SITE LIGHTS TO REMAIN.

PROJECT DATA

WEST SITE

PARCEL (SUB-DIVISION REQUESTED)	BUILDING	AREA (SUB-TOTAL FOR ENCLOSED BUILDING ONLY)	CITY PRK'G FACTOR	CITY REQ'D PARKING	OEA PRK'G FACTOR	OEA REQ'D PRK'G	PROVIDED PARKING
1 (A)	MARKET	27,014	1:250	108.06	1:200	135.07	
	OUTDOOR SEATING	420	1:100	4.20	N.A.		
	SUB-TOTAL:	27,014		112.26		135.07	136
1(B)	SHOPS						
	RESTAURANT	6,400			1:100	64	
	DINING AREA	3,200	1:100	32.00			
	OUTDOOR SEATING	1,000	1:100	10.00	N.A.		
	RETAIL	4,722	1:200	23.61	1:200	23.61	
	UTILITY	206	N.A.		1:300	1.03	
	SUB-TOTAL:	11,928		65.61		88.64	113
	TOTAL:	38,942		178		224	349

TOTAL WEST SITE PROVIDED PARKING SPACE SUMMARY:

NEW PROPOSED SITE DEVELOPED AREA:	189	(INCLUDING 17 COMPACT = 9.0%)
EXISTING RECIPROCOL PARKING (NO CHANGE):	60	
TOTAL:	249	

EAST SITE

PARCEL	BUILDING	AREA (SUB-TOTAL FOE ENCLOSED BUILDING ONLY)	CITY PRK'G FACTOR	CITY REQ'D PARKING	PROVIDED PARKING
3	SUITE E1-A:				
	RESTAURANT	2,216			
	DINING AREA	1,108	1:100	11.08	
	OUTDOOR SEATING	420	1:100	4.20	
	SUB-TOTAL.	2,216		15.28	15
4	SUITE E2-A:				
	MEDICAL OFFICES	9,886	1:250	39.54	
	GARAGE	11,782	N.A.		
	SUB-TOTAL.	21,668			40
	TOTAL:	23,884		70.10	55

TOTAL EAST SITE PROVIDED PARKING SPACE SUMMARY:

NEW PROPOSED MEDICAL BLDG (SITE AREA):	40	(INLUDING 7 COMPACT = 18.0% WITH 19 KAISER SPACES REMOVED AND 7 REPLACED)
NEW PROPOSED SUITE E1-A SITE AREA:	15	(WITH 9 KAISER AUTO SPACES AND 5 MOTORCYCLE SPACES REMOVED AND 4 AUTO SPACES REPLACED)
TOTAL:	55	

SCHEMATIC SITE PLAN

SCALE 1" = 40'-0"

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issue	date	description
1	8 JULY 2014	DEVELOP. APPLIC.
2	29 JAN. 2015	PLAN COMM

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

ANNOTATED SITE PLAN

AS102

GEORGE MEU ASSOCIATES

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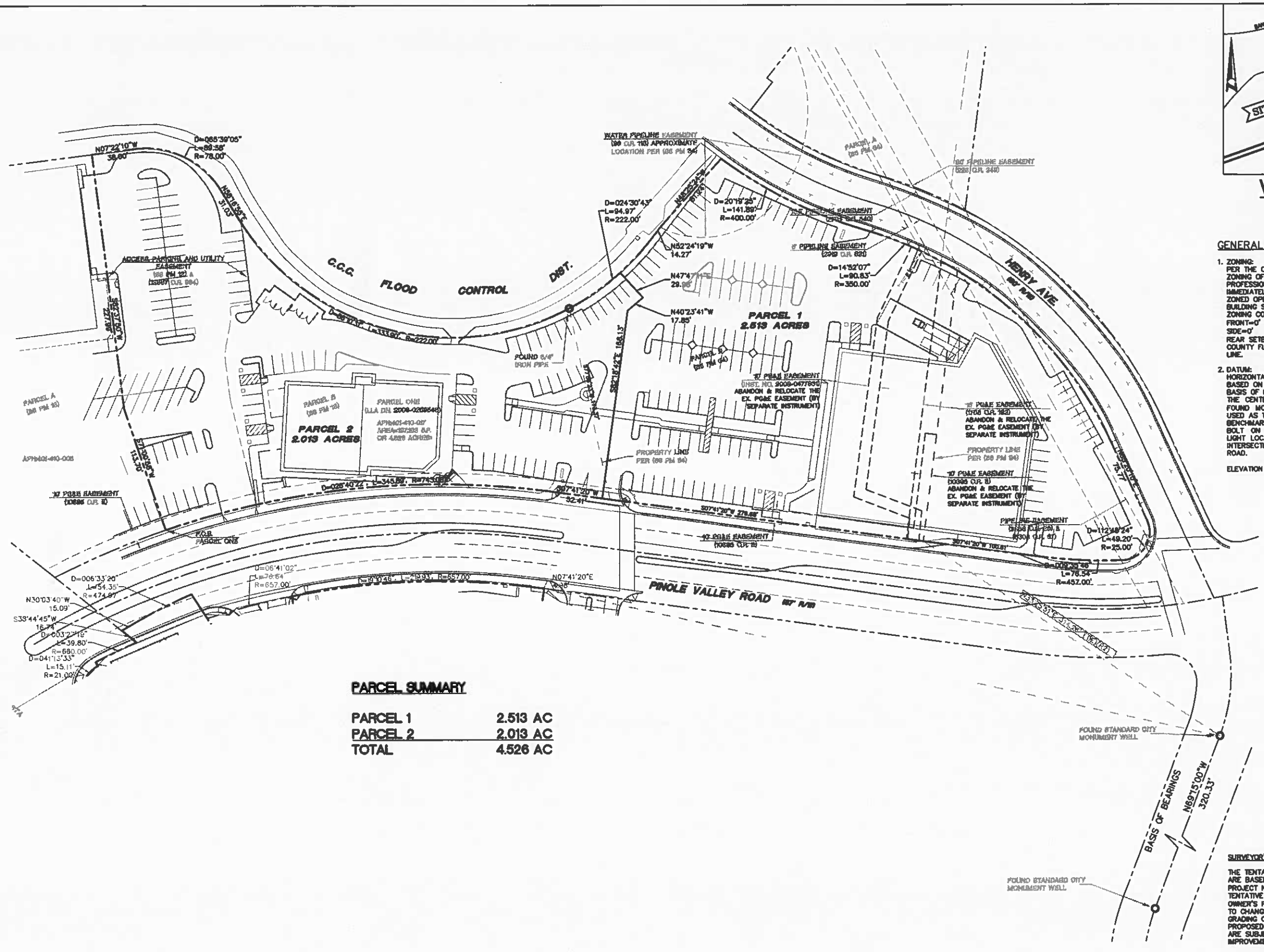


VICINITY MAP
NOT TO SCALE

GENERAL NOTE:

1. ZONING:
   PER THE CITY OF PINOLE PLANNING DEPARTMENT, ZONING OF THE PROPERTY SHOWN HEREON IS OFFICE PROFESSIONAL MIXED USE ZONE. AREAS IMMEDIATELY ADJACENT TO PINOLE CREEK ARE ZONED OPEN SPACE.
   BUILDING SETBACK AND HEIGHT RESTRICTIONS PER ZONING CODE.
   FRONT=0'
   SIDE=0'
   REAR SETBACK IS A MINIMUM OF 30' FROM THE COUNTY FLOOD CONTROL PINOLE CREEK PROPERTY LINE.

2. DATUM:
   HORIZONTAL:
   BASED ON A.L.T.A SURVEY BY AMS ASSOCIATES.
   BASIS OF BEARINGS:
   THE CENTERLINE OF HENRY AVENUE TAKEN BETWEEN FOUND MONUMENTS AS NORTH 89°15'00" WEST WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.
   BENCHMARK:
   BOLT ON SOUTHWEST CORNER OF TRAFFIC SIGNAL LIGHT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF HENRY AVENUE AND PINOLE VALLEY ROAD.

   ELEVATION = 32.16'

PARCEL SUMMARY

PARCEL 1	2.513 AC
PARCEL 2	2.013 AC
TOTAL	4.526 AC

GRAPHIC SCALE
1"=40'

SURVEYOR'S STATEMENT

THE TENTATIVE MAP EXTERIOR BOUNDARIES SHOWN ARE BASED ON A.L.T.A SURVEY BY AMS ASSOCIATES, PROJECT NUMBER 14-2184 DATED 05/14/2014. THE TENTATIVE MAP INTERIOR BOUNDARIES WITHIN THE OWNER'S PROPERTY ARE APPROXIMATE AND SUBJECT TO CHANGE UPON FILING OF THE FINAL MAP. THE GRADING OF THE SITE AND THE LOCATION OF THE PROPOSED IMPROVEMENT ARE TENTATIVE ONLY AND ARE SUBJECT TO CHANGE UPON FILING OF THE IMPROVEMENT PLANS FOR THIS PROJECT.

DATE: JULY 18, 2014

SIGNED:

CRAIG T. JOHNSON LS# 8638

LICENSE EXP DATE: 12/31/15

DATE:	01-29-15
SCALE:	
DESIGNED:	
DRAWN:	
CHECKED:	
PROJ. MGR:	
FILE PATH:	

REV #	BY	DATE	DESCRIPTION
1	BY		
2	BY		
3	BY		
4	BY		
5	BY		

ams associates, inc. PLANNING ENGINEERING SURVEYING
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

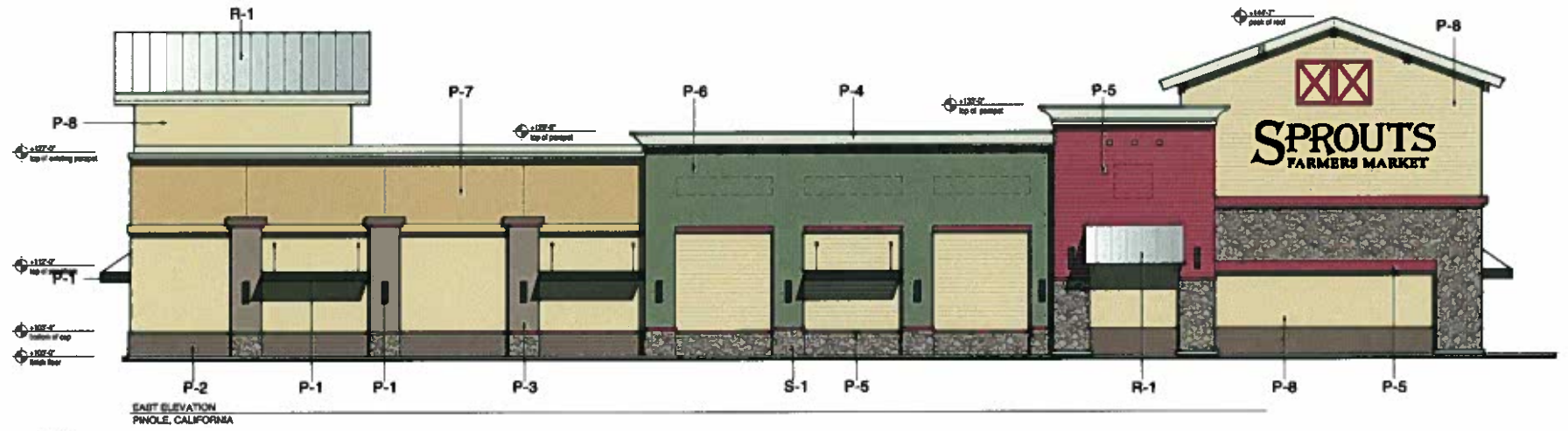
TENTATIVE MAP
GATEWAY SHOPPING CENTER
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE CONTRA COSTA CALIFORNIA

C-7 OF SHEETS

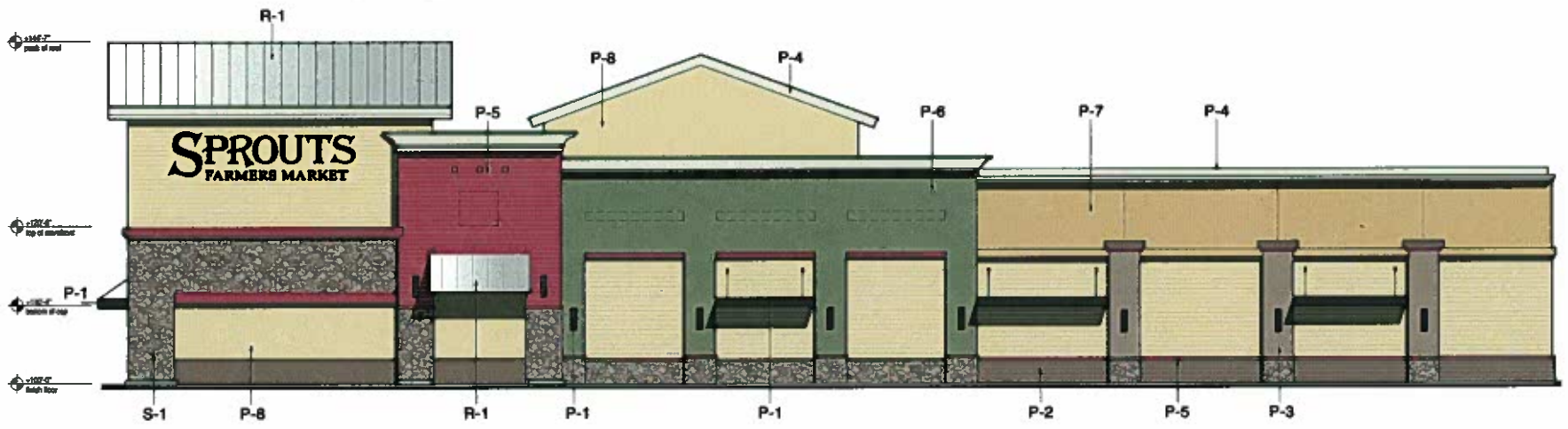
13-2191

T:\13-2191 (Rinderknecht Map - Tom Mody - Pete Aaserud)\TM\ATM\ 14AP.dwg, 1/29/2015 11:53:33 AM, dhamm, 1:1

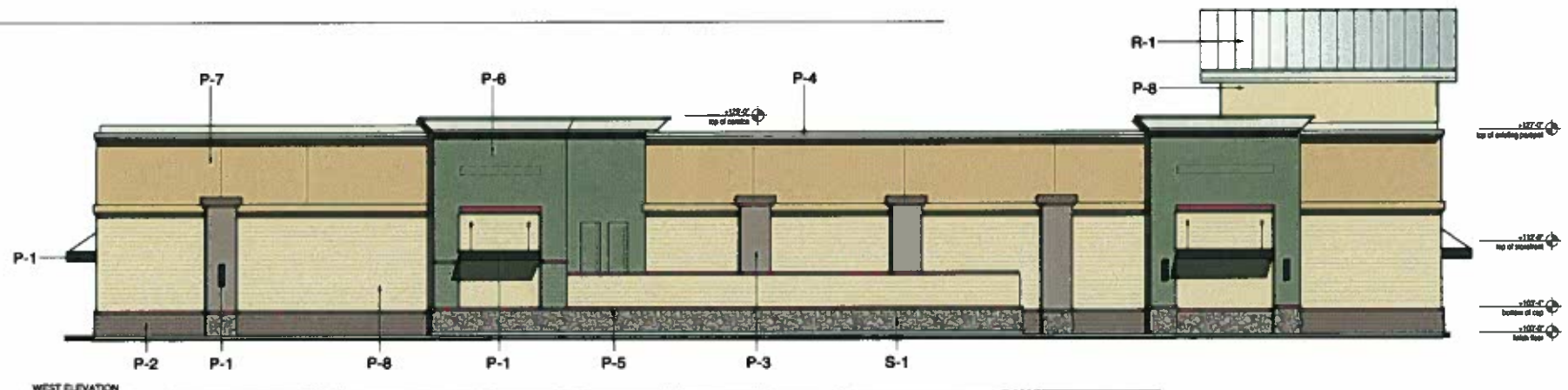
SOUTH ELEVATION
PINOLE, CALIFORNIA



EAST ELEVATION
PINOLE, CALIFORNIA



NORTH ELEVATION
PINOLE, CALIFORNIA



WEST ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

VIEW TO THE SOUTHWEST

VIEW TO THE NORTHWEST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 5 A201

SCALE: 1/8" = 1'-0"

PROPOSED NORTH EXTERIOR ELEVATION 1 A201

SCALE: 1/8" = 1'-0"

PROPOSED SOUTH EXTERIOR ELEVATION 2 A201

SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

MATERIALS:

- A — MANUFACTURED STONE VENEER (TO MATCH MARKET)
- B — SLOPED METAL AWNING PAC-CLAD, GALVALUME
- C — FLAT METAL CANOPY
- D — HOLLOW METAL DOOR
- E — ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- F — GLAZING CLEAR LOW-E 1" INSULATED GLASS
- G — EXTERIOR PLASTER

COLORS:

- 1 — DUNN-EDWARDS PAINTS DE 5769, "YUCATAN"
- 2 — DUNN-EDWARDS PAINTS DE 5117, "REDWOOD CITY"
- 3 — DUNN-EDWARDS PAINTS DE 733, "SOLAR WIND"
- 4 — DUNN-EDWARDS PAINTS DE 6264, "FAIR SPRING"
- 5 — DUNN-EDWARDS PAINTS DE 6232, "ABSTRACT WHITE"
- 6 — DUNN-EDWARDS PAINTS DE 6035, "LYNX"

PROPOSED EAST EXTERIOR ELEVATION 3 A201

SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 4 A201

SCALE: 1/8" = 1'-0"

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issue	date	description
1	26 SEPT. 2014	ENTITLEMENT APPLICATION

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHOPS EXTERIOR ELEVATIONS

A201

GEORGE MEU ASSOCIATES

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2 EAST ELEVATON

3 NORTH ELEVATION

1 SOUTH ELEVATION

4 WEST ELEVATION

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issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by	checked by	job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHEET TITLE:

EXTERIOR ELEVATIONS

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

SD-3

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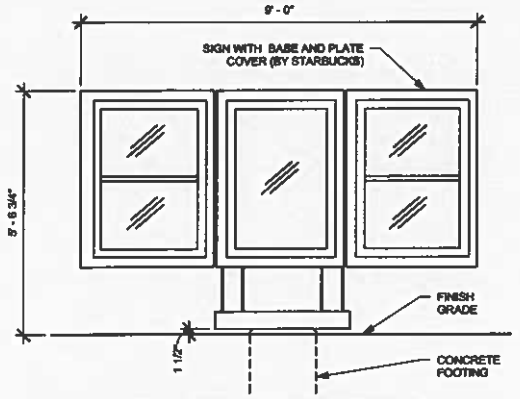
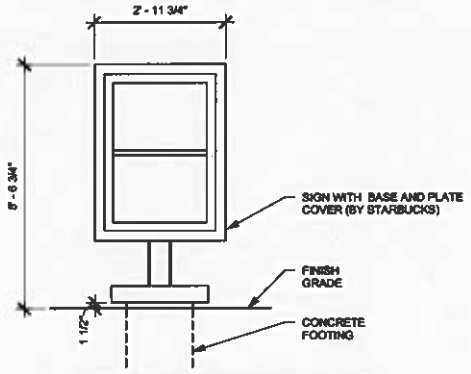
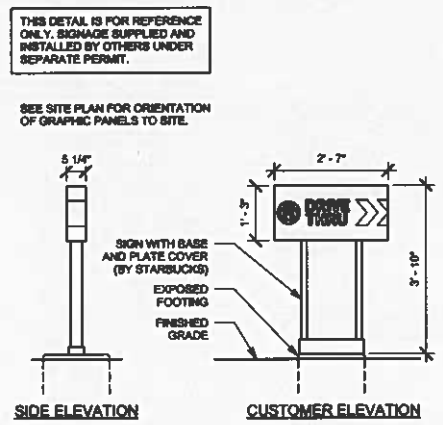


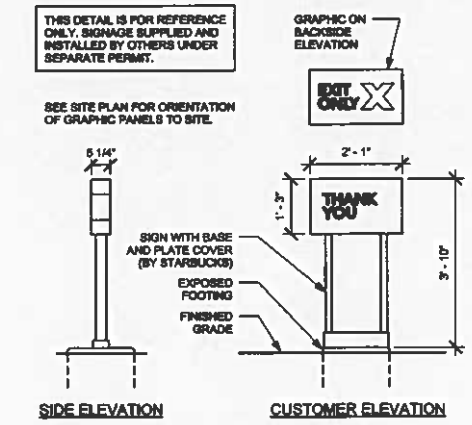
1 DTE - MENU 5 PANEL FREESTANDING
Scale: 1/2" = 1'-0"



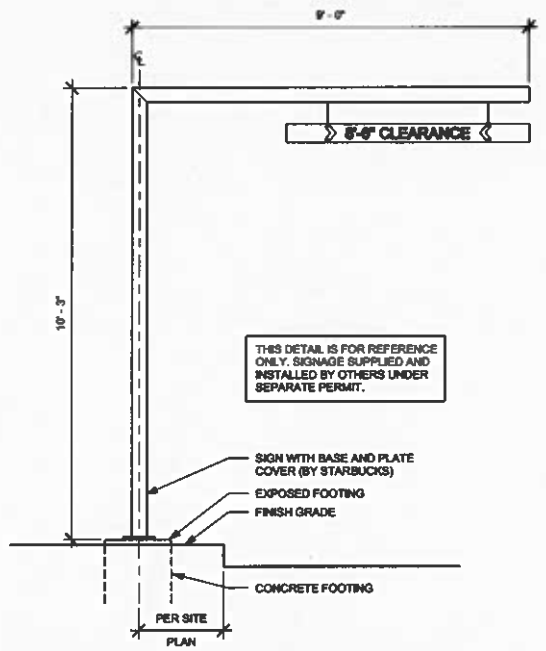
2 DTE - PRE-MENU FREESTANDING
Scale: 1/2" = 1'-0"



3 DTE - DIRECTIONAL SIGN WITH LOGO - ENTRY
Scale: 1/2" = 1'-0"



4 DTE - DIRECTIONAL SIGN - EXIT
Scale: 1/2" = 1'-0"



5 DTE - CLEARANCE BAR ELEVATION
Scale: 1/2" = 1'-0"

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issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

1314.GATEWAY

drawn by	checked by	job number

APPLICANT:
THOMAS GATEWAY, LLC
C/0 THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHEET TITLE:
DRIVE-THRU ELEMENTS

SCALE: 1/2" = 1'-0"

SD-4

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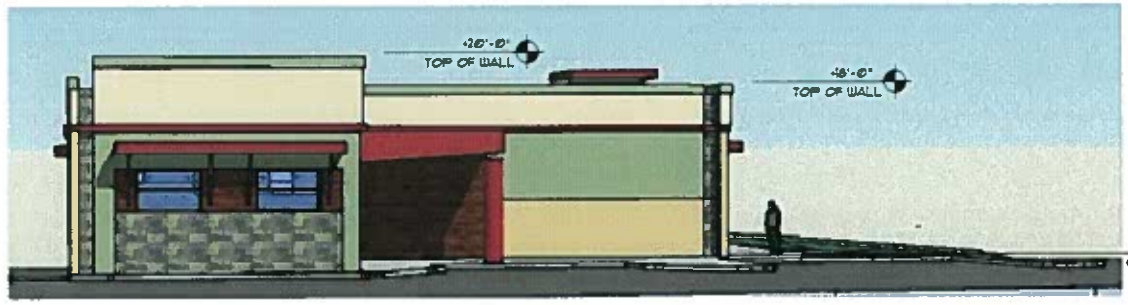
VIEW TO THE SOUTHWEST

VIEW TO THE SOUTHEAST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 5 A202

SCALE: 1/8" = 1'-0"



PROPOSED EAST EXTERIOR ELEVATION 1 A202

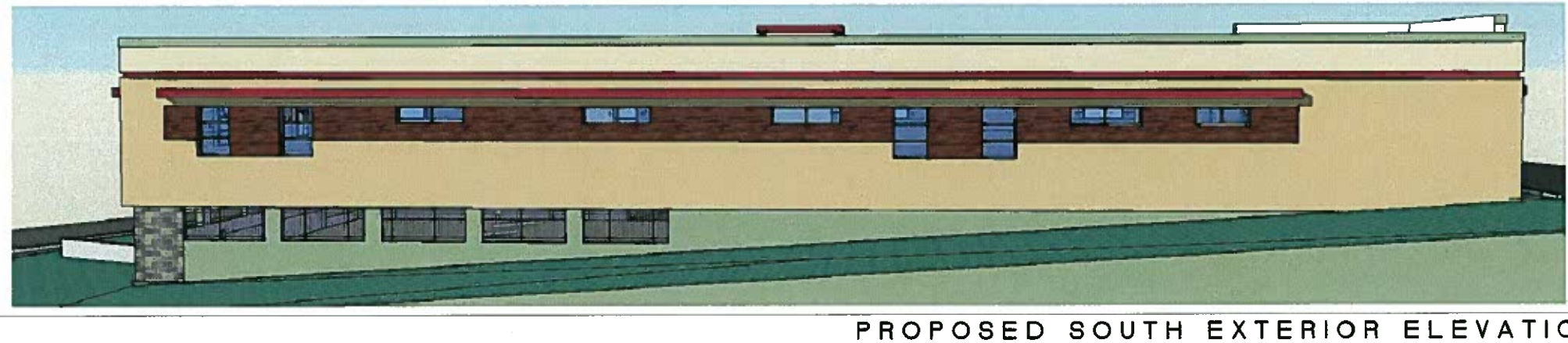
SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 2 A202

SCALE: 1/8" = 1'-0"

PROPOSED NORTH EXTERIOR ELEVATION 3 A202

SCALE: 1/8" = 1'-0"



PROPOSED SOUTH EXTERIOR ELEVATION 4 A202

SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

MATERIALS:

- A — RED CEDAR HORIZONTAL SIDING.
- B — VENEER TILE (SIMILAR TO KAISER BUILDING)
- C — METAL AWNINGS
- D — METAL TUBULAR FENCING
- E — HOLLOW METAL DOOR
- F — ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- G — GLAZING CLEAR LOW-E INSULATED GLASS
- H — EXTERIOR PLASTER

COLORS:

- 1 — CABOT WOOD STAIN #3127
- 2 — DUNN-EDWARDS PAINTS DE 3117, "REDWOOD CITY"
- 3 — DUNN-EDWARDS PAINTS DE 5256, "GRANOLA"
- 4 — DUNN-EDWARDS PAINTS DE 5640, "SPRING LEAVES"
- 5 — DUNN-EDWARDS PAINTS DE 6115, "ALPACA WOOL"
- 6 — DUNN-EDWARDS PAINTS DEA 188, "BLACK BAY"

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issue	date	description
1	26 SEPT. 2014	ENTITLEMENT APPLICATION

PROPOSED NEW COMMERCIAL DEVELOPMENT

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FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

GMA	LCM	1314.GATEWAY
drawn by	checked by	job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

MEDICAL SERVICES EXTERIOR ELEVATIONS

A202

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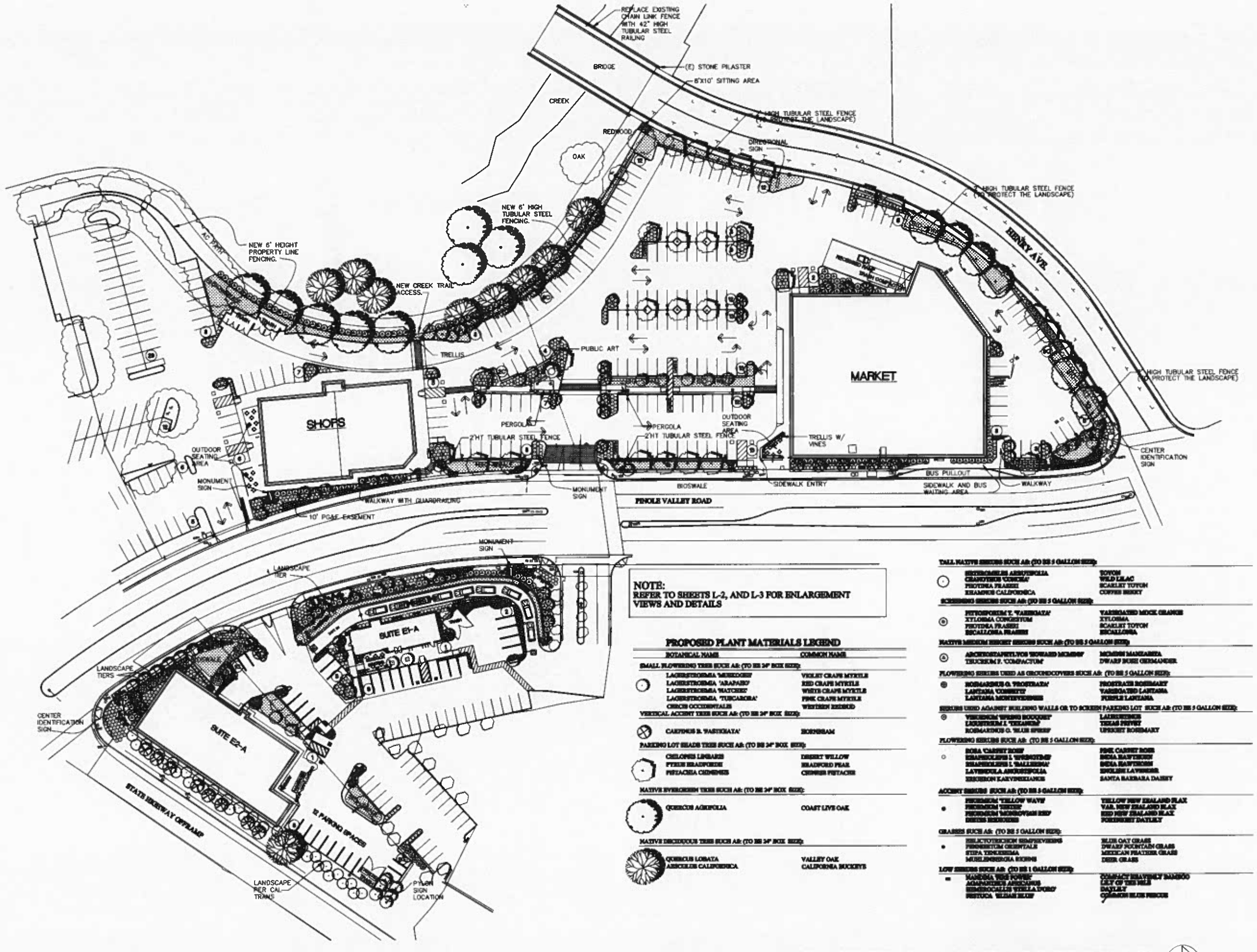

NOTE:
REFER TO SHEETS L-2, AND L-3 FOR ENLARGEMENT VIEWS AND DETAILS

PROPOSED PLANT MATERIALS LEGEND

	BOTANICAL NAME	COMMON NAME
SMALL FLOWERING TREE SUCH AS: (TO BE 24" BOX SIZE):		
○	LAGERSTROEMIA 'MUSKOGEE'	VIOLET CRAPE MYRTLE
	LAGERSTROEMIA 'ARAPAHO'	RED CRAPE MYRTLE
	LAGERSTROEMIA 'MATSUKO'	WHITE CRAPE MYRTLE
	LAGERSTROEMIA 'TUSCARORA'	PINK CRAPE MYRTLE
	CERCIS OCCIDENTALIS	WESTERN REDBUD
VERTICAL ACCENT TREE SUCH AS: (TO BE 24" BOX SIZE):		
⊗	CARPINUS B. 'FASTIGIATA'	HORNBEAM
PARKING LOT SHADE TREE SUCH AS: (TO BE 24" BOX SIZE):		
	CHILOPSIS LINEARIS	DESERT WILLOW
	PYRUS BRADFORDII	BRADFORD PEAR
	PISTACHIA CHINENSIS	CHINESE PISTACHE
NATIVE EVERGREEN TREE SUCH AS: (TO BE 24" BOX SIZE):		
	QUERCUS AGRIFOLIA	COAST LIVE OAK
NATIVE DECIDUOUS TREE SUCH AS: (TO BE 24" BOX SIZE):		
	QUERCUS LOBATA	VALLEY OAK
	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE

TALL NATIVE SHRUBS SUCH AS: (TO BE 5 GALLON SIZE):

○	HETEROMELES ARBUTIFOLIA	TOYON
	CEANOTHUS 'CONCHA'	WILD LILAC
	PHOTINIA FRASERI	SCARLET TOYON
	RHAMNUS CALIFORNICA	COFFEE BERRY

SCREENING SHRUBS SUCH AS: (TO BE 5 GALLON SIZE):

◉	PITTOSPORUM T. 'VARIEGATA'	VARIEGATED MOCK ORANGE
	XYLOSMA CONGESTUM	XYLOSMA
	PHOTINIA FRASERI	SCARLET TOYON
	EUCALLONIA FRADESI	EUCALLONIA

NATIVE MEDIUM HEIGHT SHRUBS SUCH AS: (TO BE 5 GALLON SIZE):

Ⓐ	ARCHOSTAPHYLLOS 'HOWARD MCMINN'	MCMINN MANZANITA
	TEUCRIUM F. 'COMPACTUM'	DWARF BUSH GERMANDER

FLOWERING SHRUBS USED AS GROUNDCOVERS SUCH AS: (TO BE 5 GALLON SIZE):

◉	ROSMARINUS O. 'PROSTRATA'	PROSTRATE ROSEMARY
	LANTANA 'CHERRY'	YARROW RED LANTANA
	LANTANA MONTEVIDENSIS	PURPLE LANTANA

SHRUBS USED AGAINST BUILDING WALLS OR TO SCREEN PARKING LOT SUCH AS: (TO BE 5 GALLON SIZE):

◉	VIBURNUM 'SPRING BOUQUET'	LAURUSTINUS
	LIGUSTRUM J. 'TEXANUM'	TEXAS PRIVET
	ROSMARINUS O. 'BLUE SPIRE'	UPRIGHT ROSEMARY

FLOWERING SHRUBS SUCH AS: (TO BE 5 GALLON SIZE):

○	ROSA 'CARPET ROSE'	PINK CARPET ROSE
	RHAPHIOLEPIS I. 'WHITCOMB'	INDIA HAWTHORN
	RHAPHIOLEPIS I. 'BALLERINA'	INDIA HAWTHORN
	LAVENDULA ANGUSTIFOLIA	ENGLISH LAVENDER
	ERIGERON KARVINSKIANUS	SANTA BARBARA DAISEY

ACCENT SHRUBS SUCH AS: (TO BE 5 GALLON SIZE):

	PHORMIUM 'YELLOW WAVE'	YELLOW NEW ZEALAND FLAX
•	PHORMIUM TENAX	WAI. NEW ZEALAND FLAX
	PHORMIUM 'SUNBURST RED'	RED NEW ZEALAND FLAX
	DIETES BICOLOR	FORTNIGHT DAYLILY

GRASSES SUCH AS: (TO BE 5 GALLON SIZE):

•	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS
	PENNISETUM ORIENTALE	DWARF FOUNTAIN GRASS
	STIPA TENUISSIMA	MEXICAN FEATHER GRASS
	MUHLENBERGIA RIGENS	DEER GRASS

LOW SHRUBS SUCH AS: (TO BE 1 GALLON SIZE):

▬	NANDINA 'FIRE POWER'	COMPACT HEAVENLY BAMBOO
	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	HEMEROCALLIS 'STELLA D'ORO'	DAYLILY
	FESTUCA 'ELIJAH BLUE'	ORNAMENTAL BLUE FESCUE

CONCEPTUAL LANDSCAPE PLAN
SCALE: 1" = 40'-0"

JAMES SWANSON
LANDSCAPE ARCHITECT

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CALIFORNIA
94521
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1 DEC 2014

issue	date	description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNA

drawn: by	checked by	job number

CONCEPTUAL LANDSCAPE PLAN

L1

1 of 10

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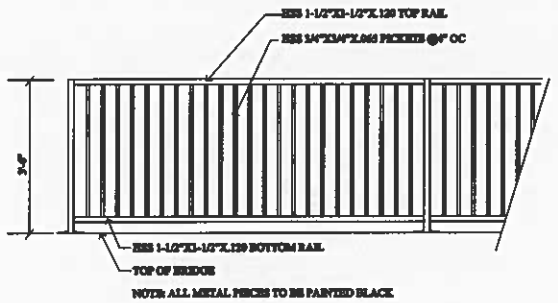
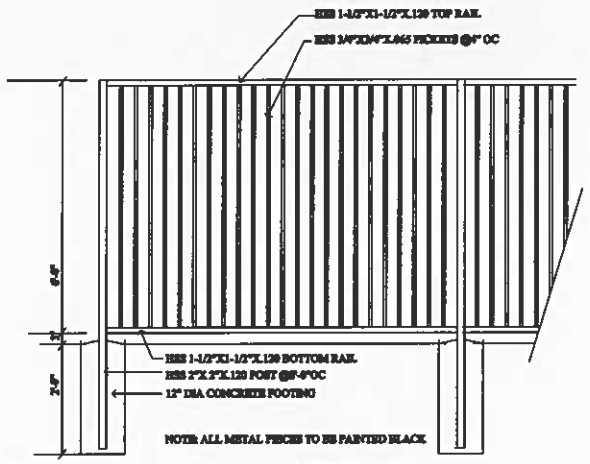


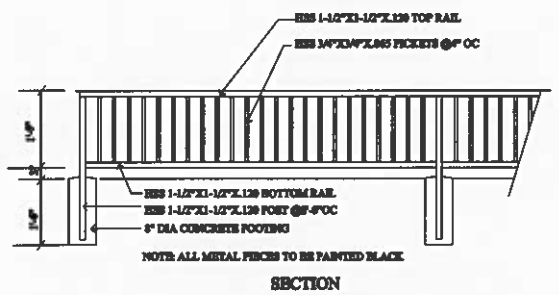
SECTION

3'-6" HIGH TUBULAR STEEL BRIDGE RAILING
SCALE: 1/2"=1'-0"



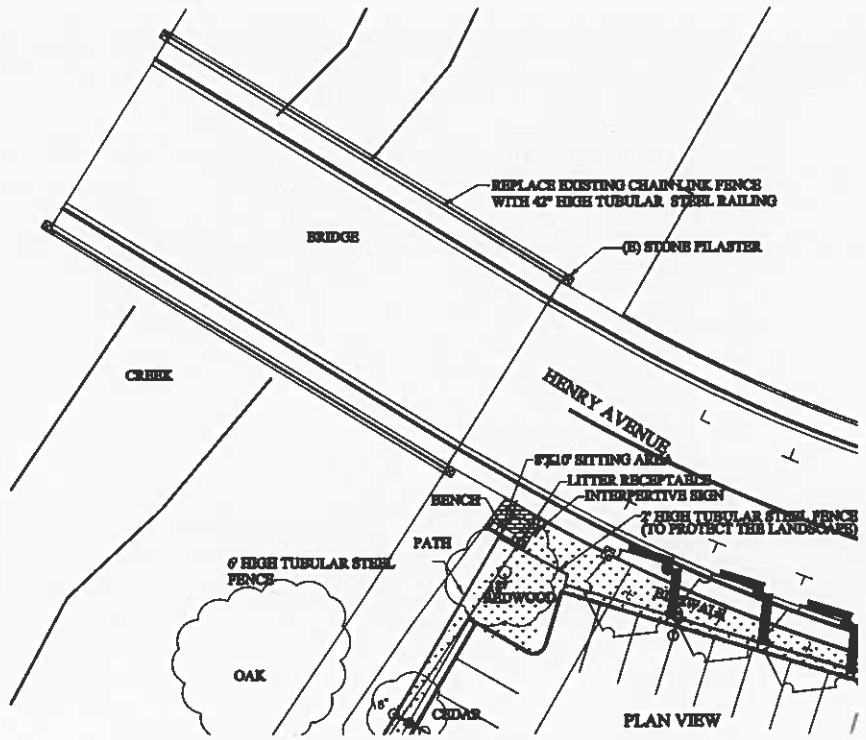
SECTION

6'-0" HIGH TUBLUAR STEEL FENCE
SCALE: 1/2"=1'-0"



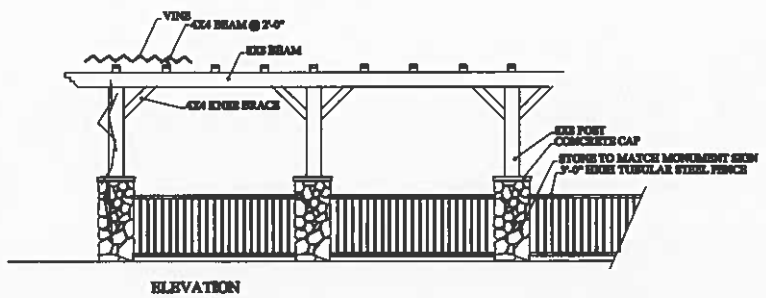
SECTION

2'-0" HIGH TUBULAR STEEL FENCE
TO PROTECT LANDSCAPE & DEFINE OUTDOOR SEATING AREAS
SCALE: 1/2"=1'-0"

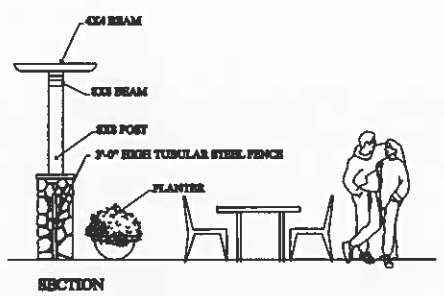


GATEWAY WEST BRIDGE & TRAIL SITTING AREA
SCALE: 1"=20'

PLAN VIEW
SCALE: 1"=20'



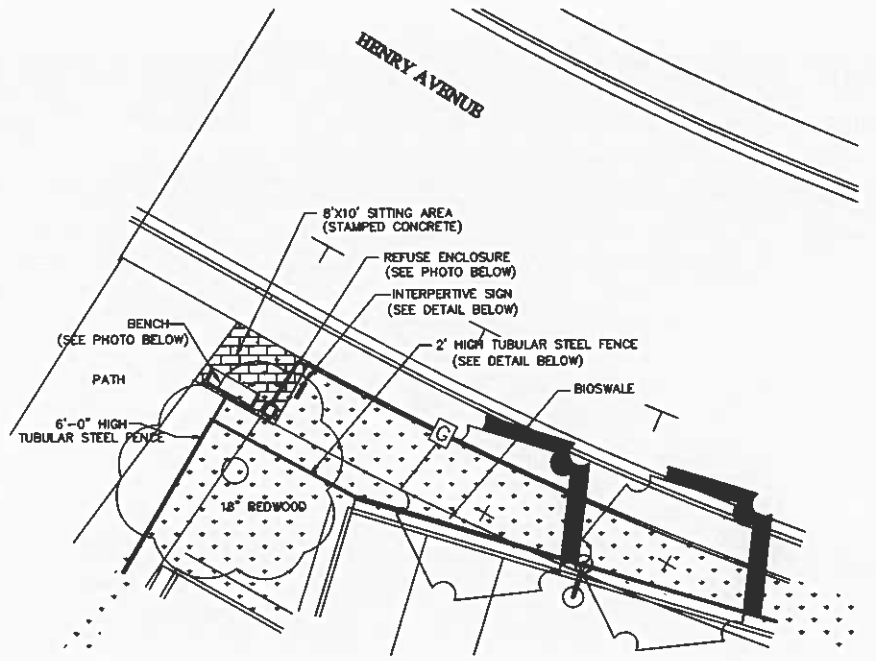
ELEVATION



SECTION

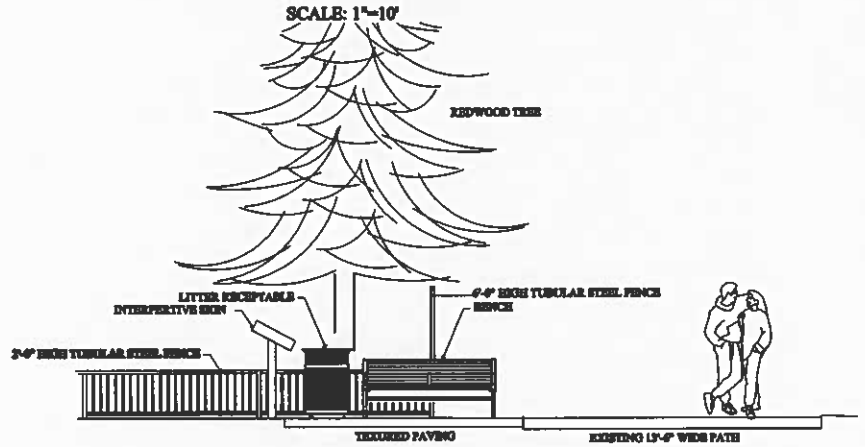
TRELLIS AT MARKET OUTDOOR EATING AREA
SCALE: 1/4"=1'-0"

GATEWAY WEST MARKET OUTDOOR EATING AREA



PLAN VIEW

GATEWAY WEST TRAIL SITTING AREA
SCALE: 1"=10'



HENRY AVENUE STREET ELEVATION

BENCH

SIGN NOTE:
SEE SIGN DESIGN BOOK FOR ADDTIONAL DETAILS.

NOTE:
PLAN VIEW DRAWINGS ARE SHOWN AT 1"=20'
ELEVATION & SECTIONAL VIEWS ARE SHOWN AT 1/4"=1'-0"

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1 DEC 2014

issue	date	description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by	checked by	job number

CONCEPTUAL LANDSCAPE PLAN

L2

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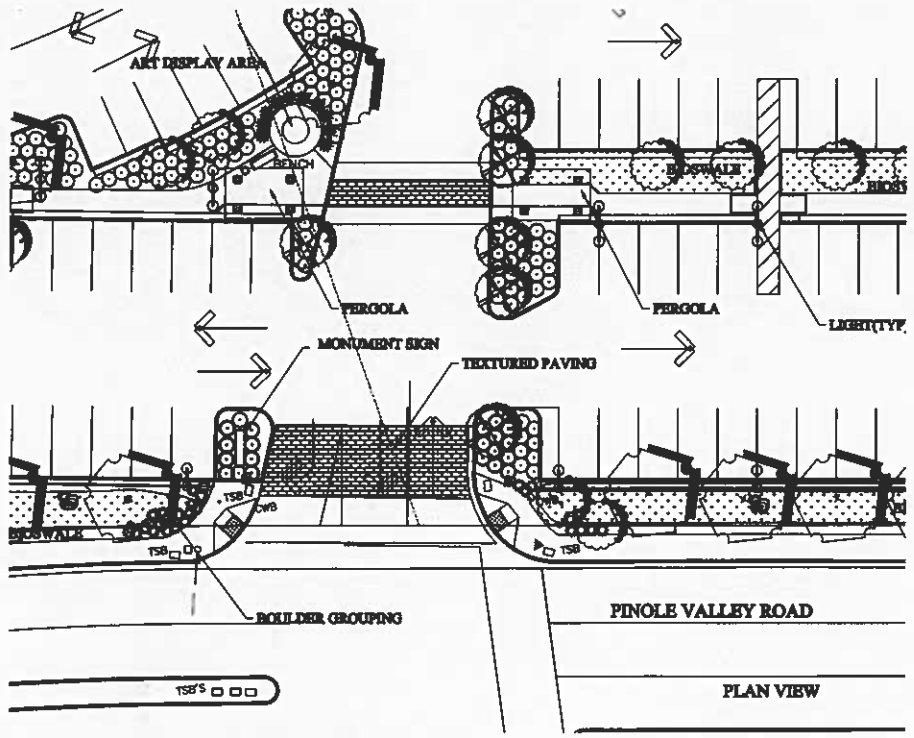
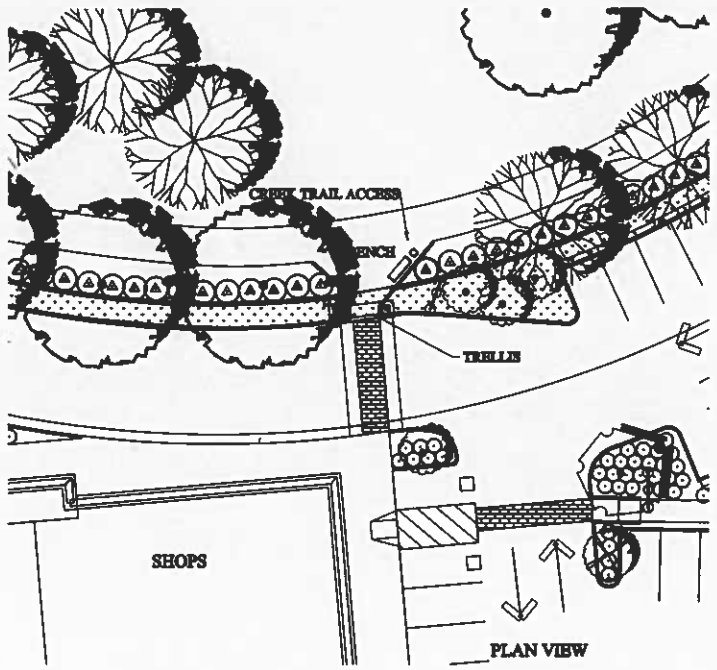
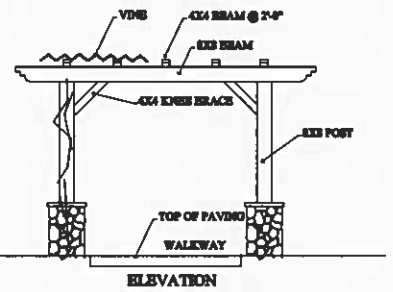
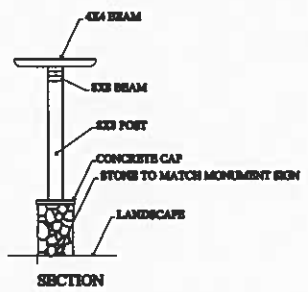


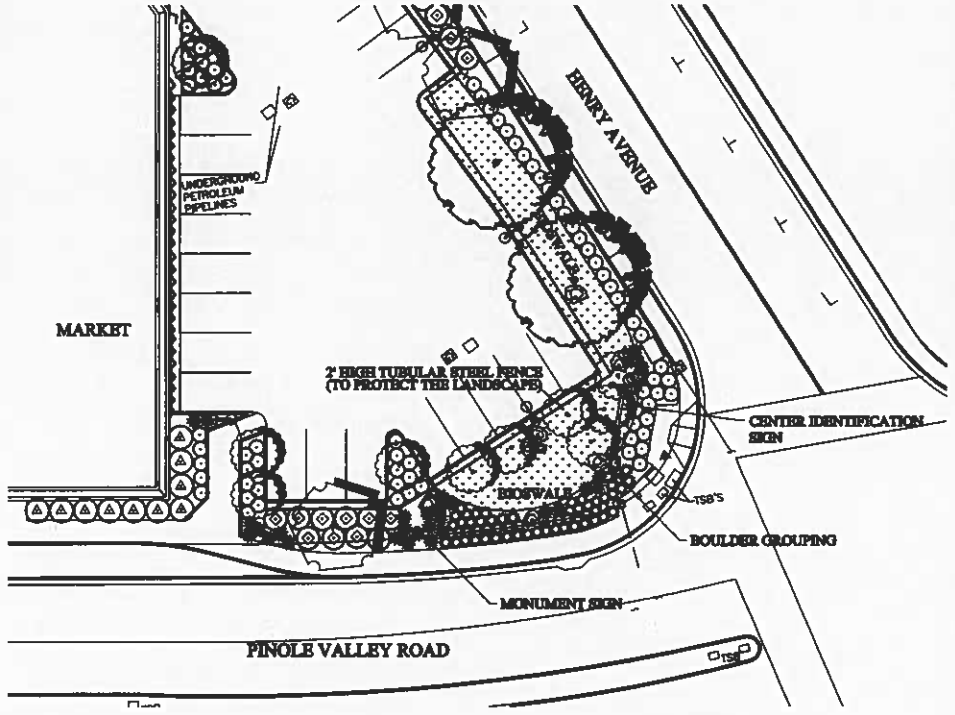


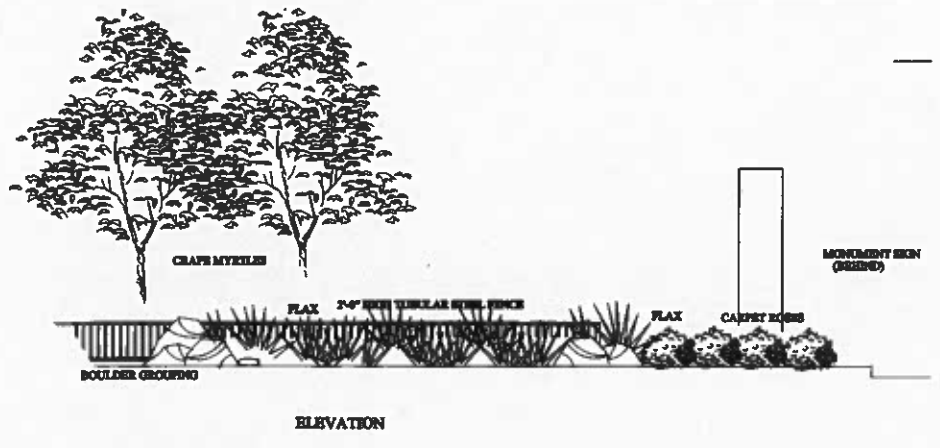




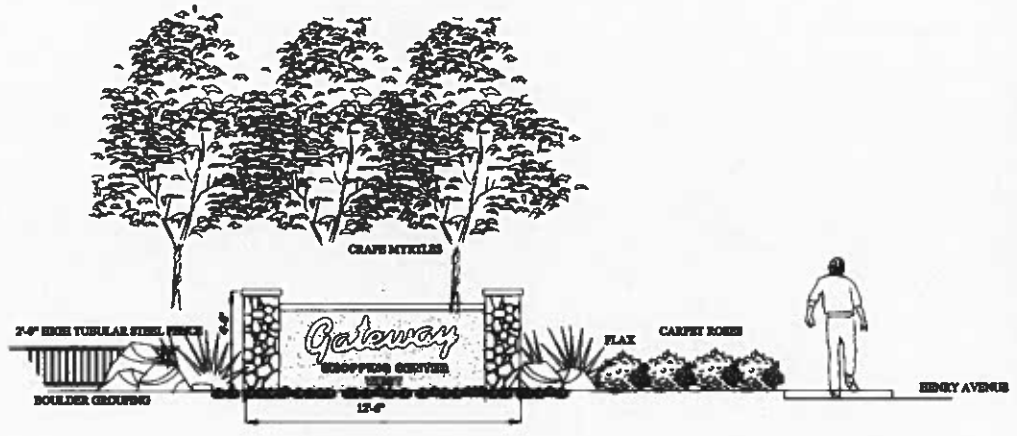
TRELLIS

GATEWAY WEST TRAIL ACCESS





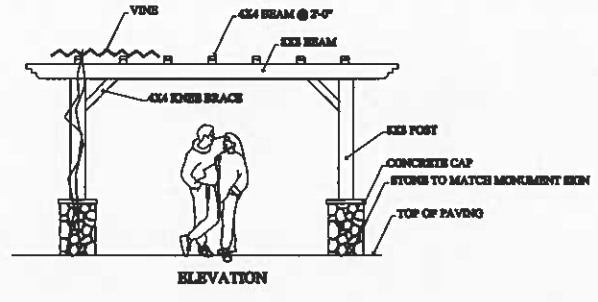
GATEWAY WEST ENTRANCE SIGNAGE & LANDSCAPE

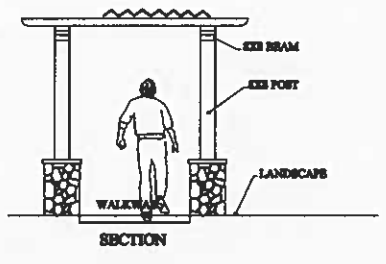


GATEWAY WEST SIGNAGE & LANDSCAPE

LOCATED AT THE CORNER OF PINOLE VALLEY ROAD & HENRY AVENUE

SIGN NOTE:
SEE SIGN DESIGN BOOK FOR ADDITIONAL DETAILS.





PERGOLA

NOTE:
PLAN VIEW DRAWINGS ARE SHOWN AT 1"=20'
ELEVATION & SECTIONAL VIEWS ARE SHOWN AT 1/4"=1-0"

JAMES SWANSON
LANDSCAPE ARCHITECT

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1 DEC 2014

issue date description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by checked by job number

CONCEPTUAL LANDSCAPE PLAN

L3

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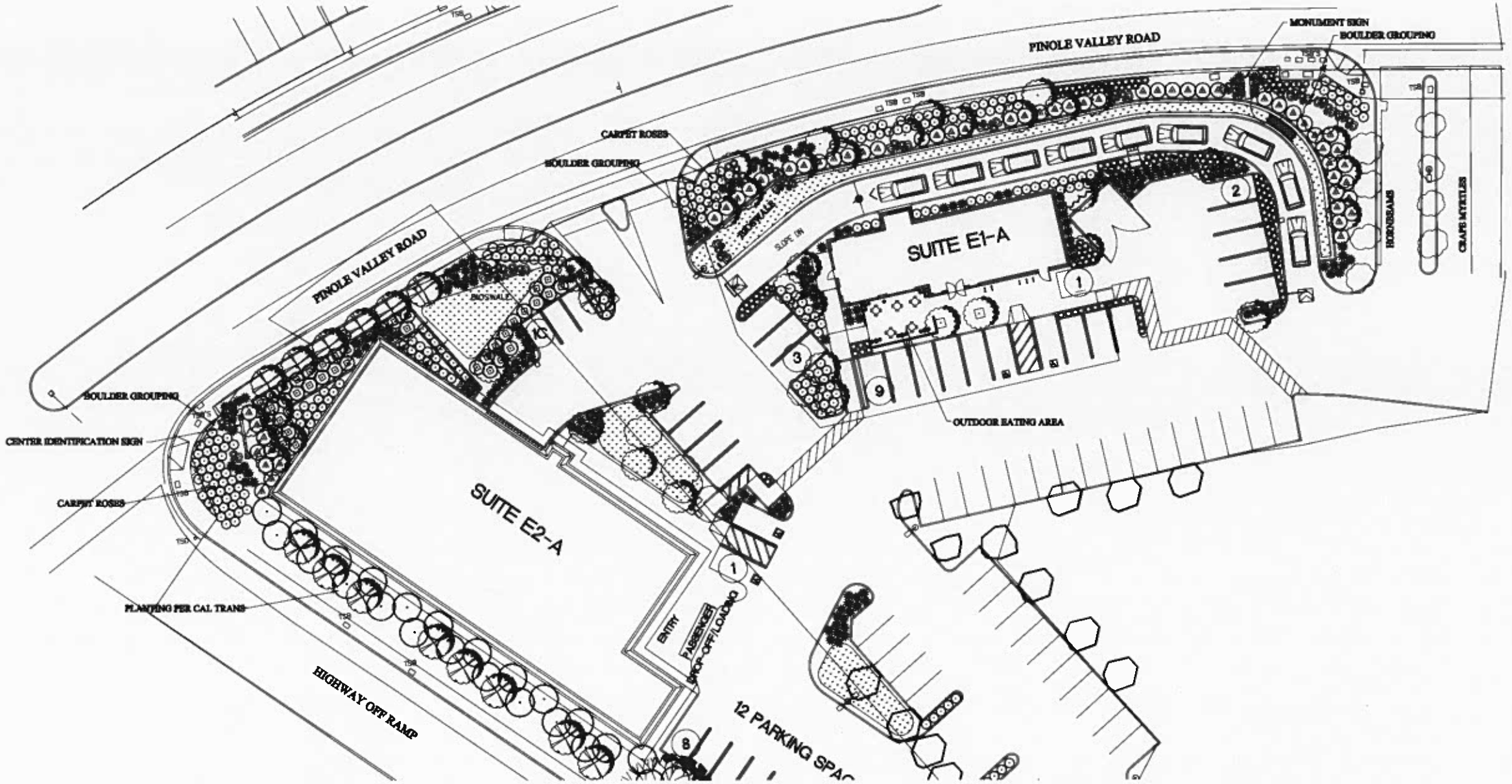
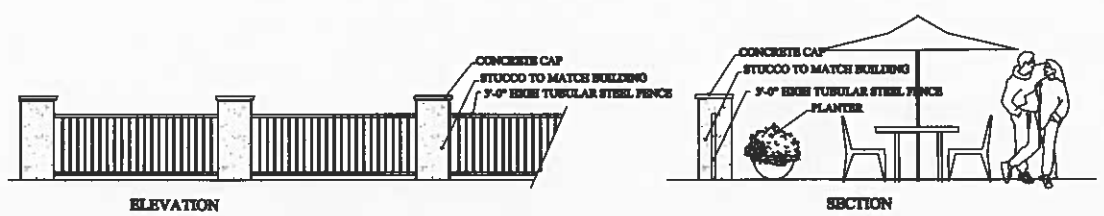
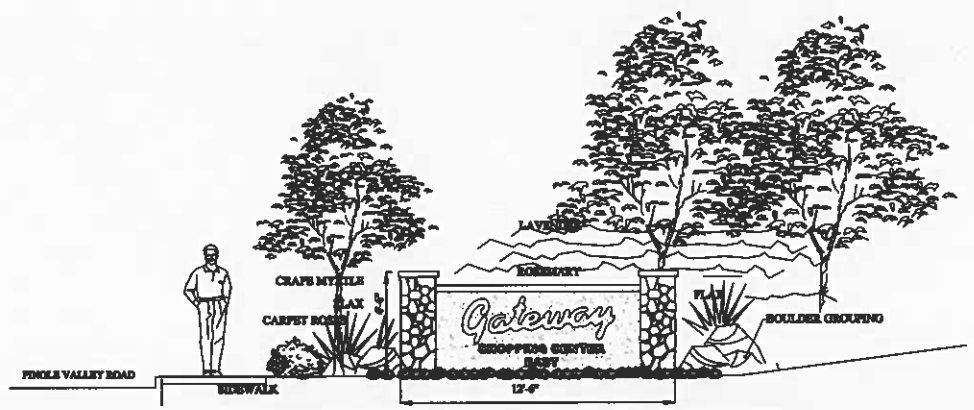




OUTDOOR EATING AT SUITE E1-A

PLAN VIEW



GATEWAY EAST SIGNAGE & LANDSCAPE

LOCATED AT THE INTERSECTION OF HIGHWAY FOUR OFF RAMP & FINOLE VALLEY ROAD

SIGN NOTE:
SEE SIGN DESIGN BOOK FOR ADDITIONAL DETAILS.

NOTE:
PLAN VIEW DRAWINGS ARE SHOWN AT 1"=20'
ELEVATION & SECTIONAL VIEWS ARE SHOWN AT 1/4"=1-0"

JAMES SWANSON
LANDSCAPE ARCHITECT

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issue	date	description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by	checked by	job number

CONCEPTUAL LANDSCAPE PLAN

L4

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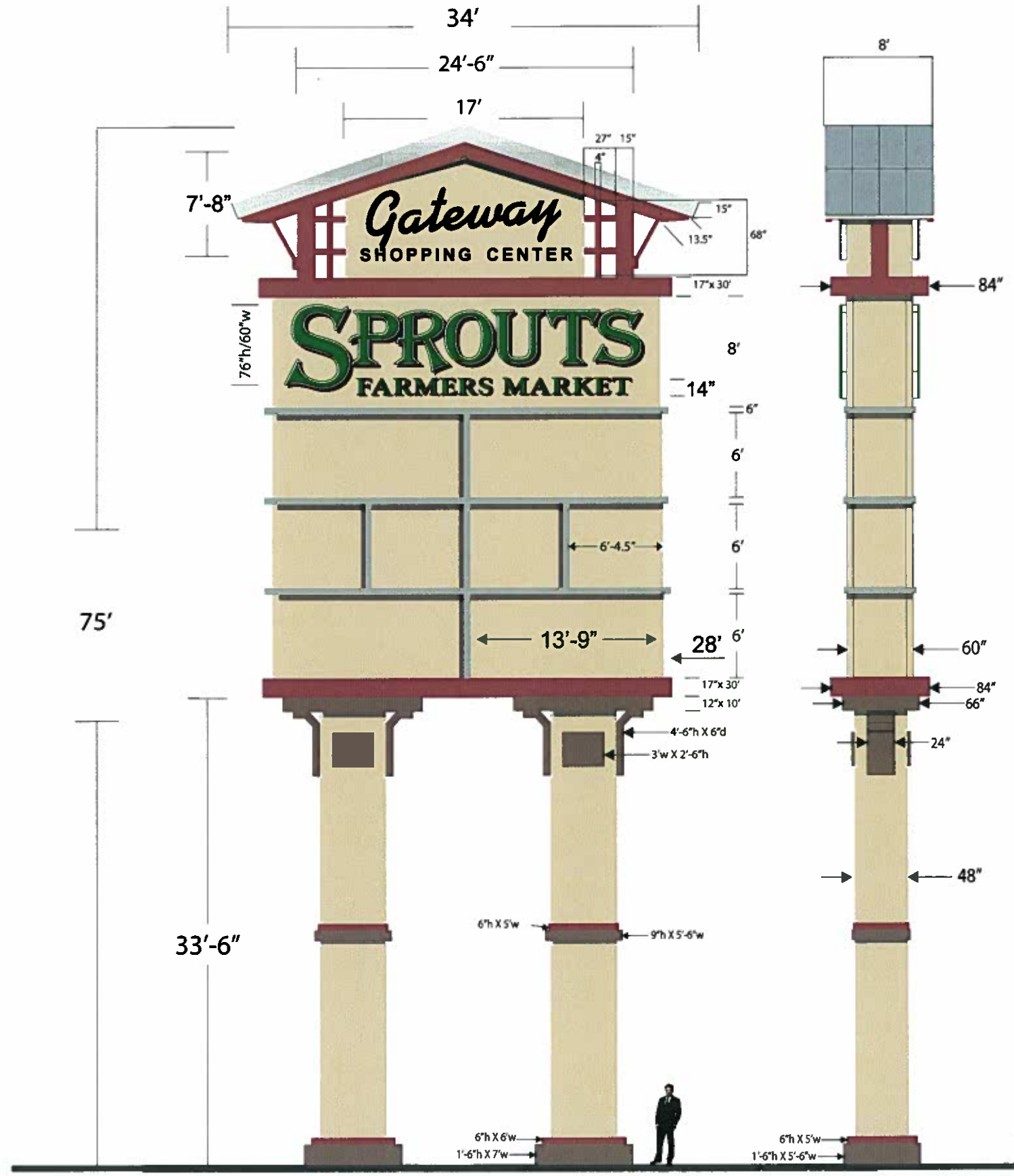
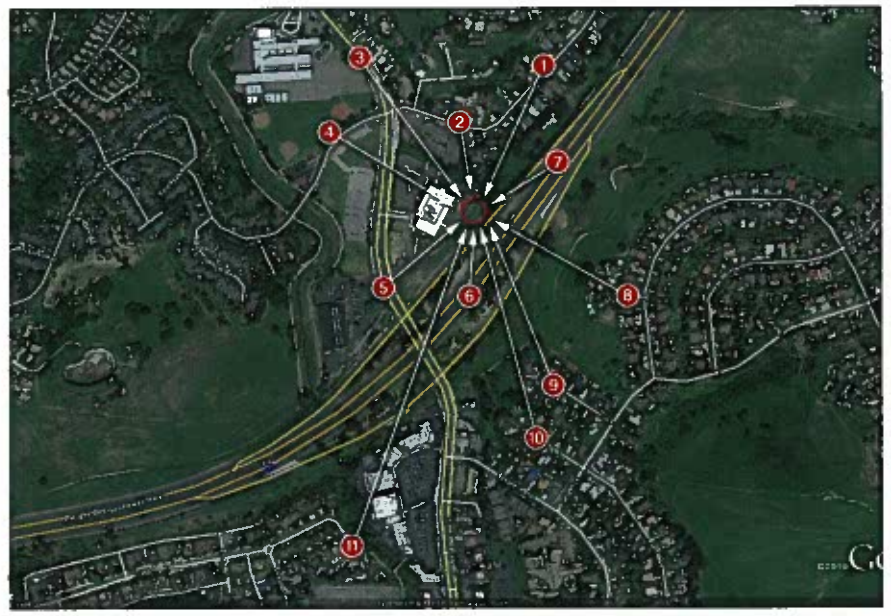
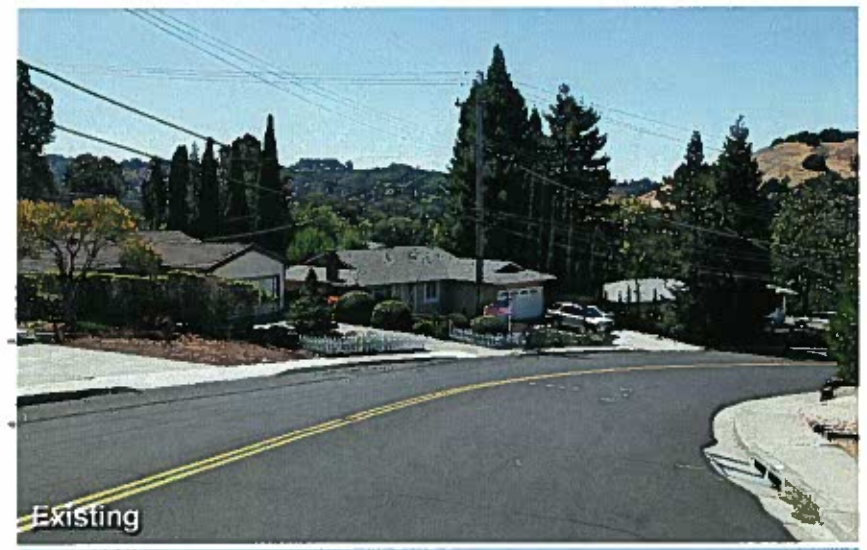

34′
24′-6″
17′
7′-8″
27″
15″
4″
Gateway
SHOPPING CENTER
15″
13.5″
68″
17″x 30′
76″h/60″w
SPROUTS
FARMERS MARKET
14″
8′
6″
6′
6′
6′-4.5″
75′
13′-9″
28′
6′
17″x 30′
12″x 10′
4′-6″h X 6″d
3′w X 2′-6″h
33′-6″
6″h X 5′w
9″h X 5′-6″w
6″h X 6′w
1′-6″h X 7′w
6″h X 5′w
1′-6″h X 5′-6″w
8′
84″
60″
84″
66″
24″
48″

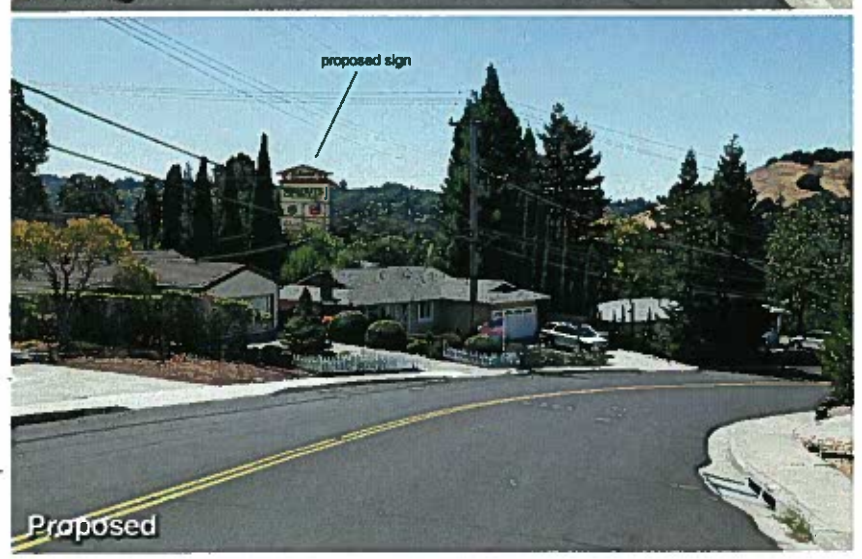
Photo Simulations
Gateway Shopping Center
Pinole, Ca



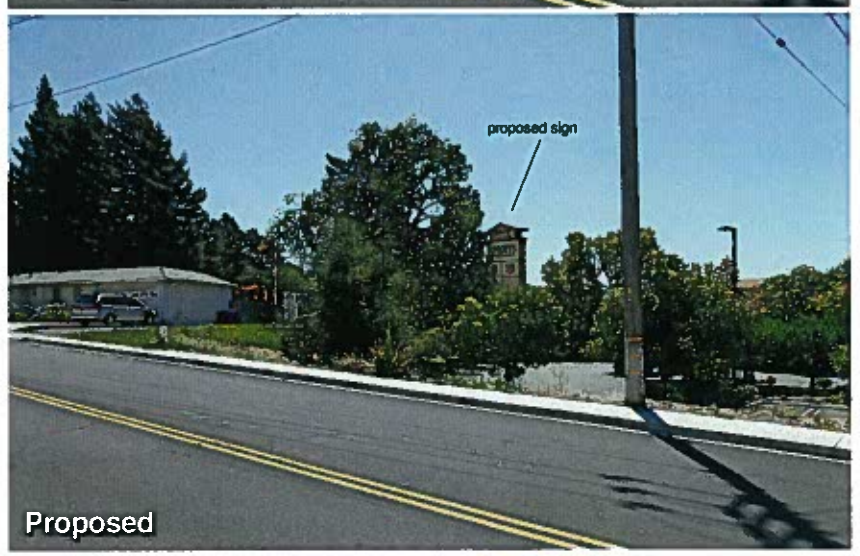
Gateway SC Pinole, CA — Aerial Map
8/25/14
Applied Imagination 510 914-0500

P-1





Gateway SC Pinole, CA — Looking Southwest from Henry Avenue
8/25/14 — View #1
Applied Imagination 510 914-0500



Gateway SC Pinole, CA — Looking South from Henry Avenue
8/25/14 — View #2
Applied Imagination 510 914-0500

Gateway SC Pinole, CA — Looking Southeast from Pinole Valley Road
8/25/14 — View #3
Applied Imagination 510 914-0500

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
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94606
PHONE 510 434 9888

issue date description

PROPOSED NEW COMMERCIAL DEVELOPMENT
GATEWAY SHOPPING CENTER
FOR THOMAS GATEWAY, LLC
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by checked by job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

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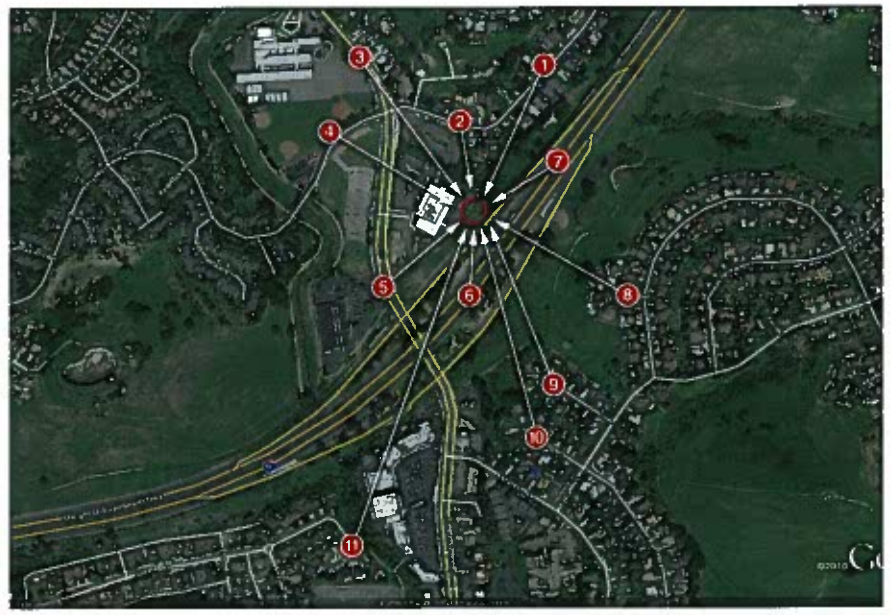
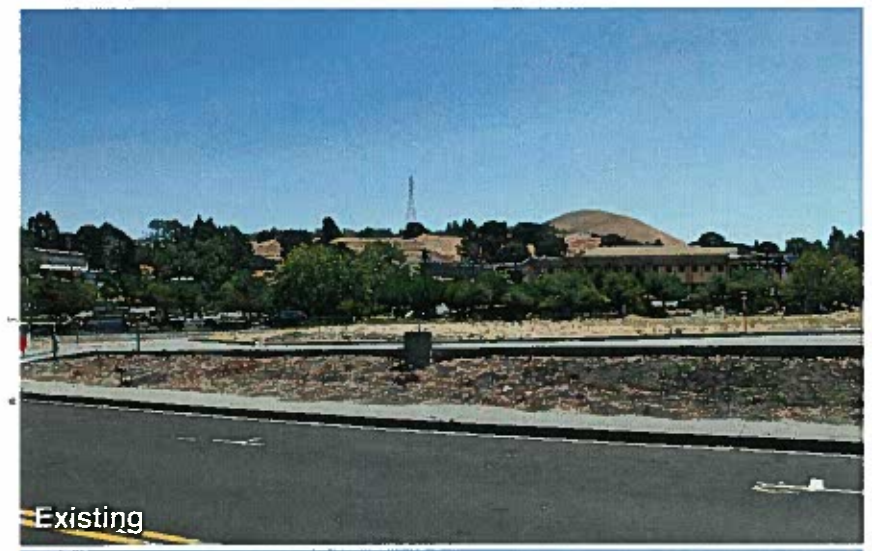
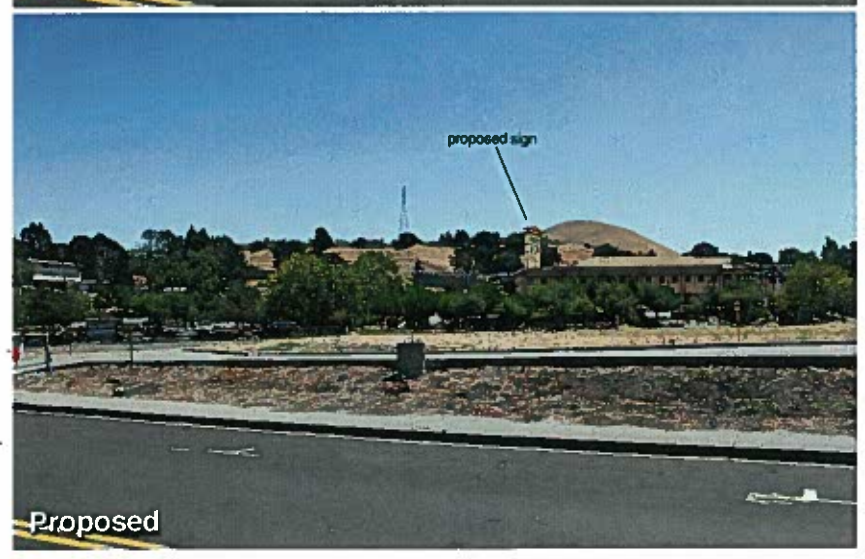
Photo Simulations
Gateway Shopping Center
Pinole, Ca



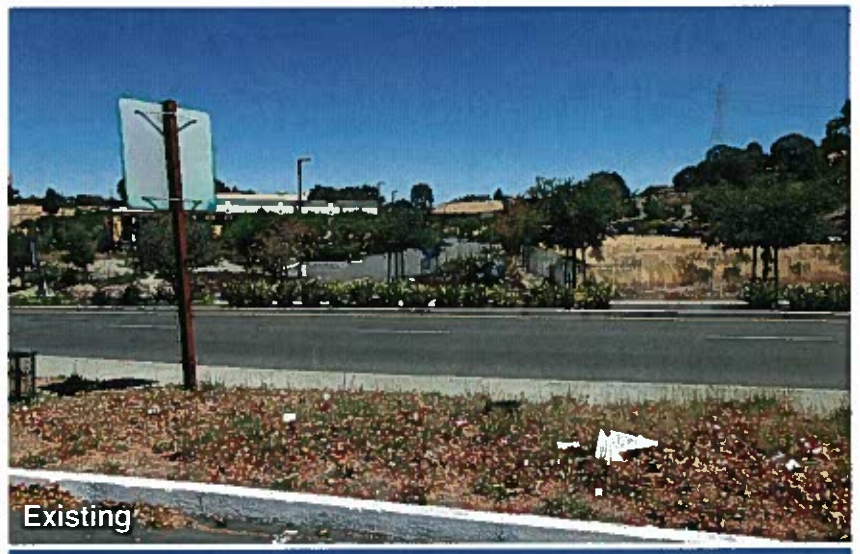
Gateway SC Pinole, CA — Aerial Map
8/25/14

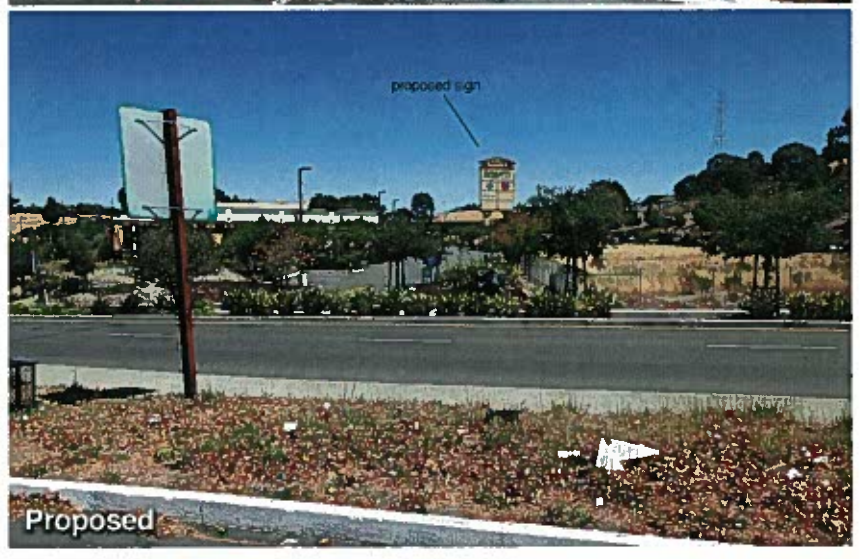
P-2



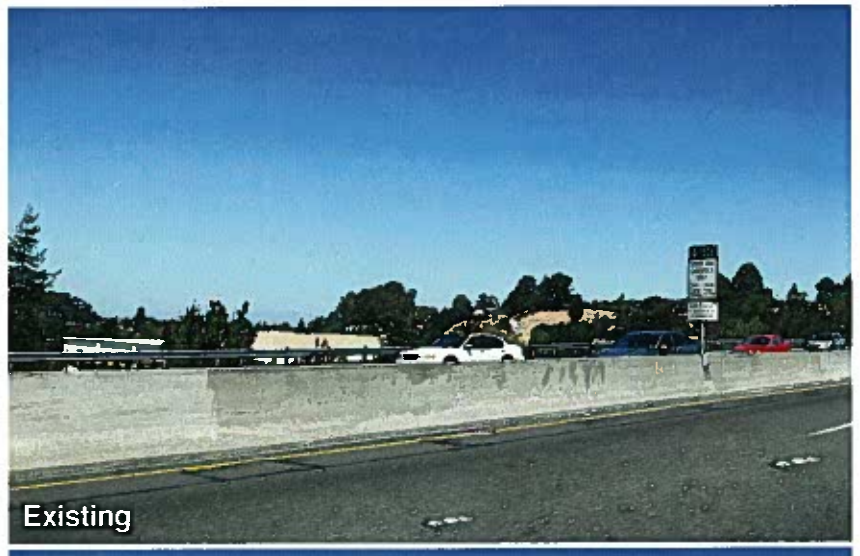


Gateway SC Pinole, CA — Looking Southeast from Henry Avenue
8/25/14 — View #4
Applied Imagination 510 914-0500





Gateway SC Pinole, CA — Looking Northeast from Pinole Valley Road
8/25/14 — View #5
Applied Imagination 510 914-0500



Gateway SC Pinole, CA — Looking North from Eastbound I-80
8/25/14 — View #6
Applied Imagination 510 914-0500

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CALIFORNIA
94606
PHONE 510 434 9888

issue | date | description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
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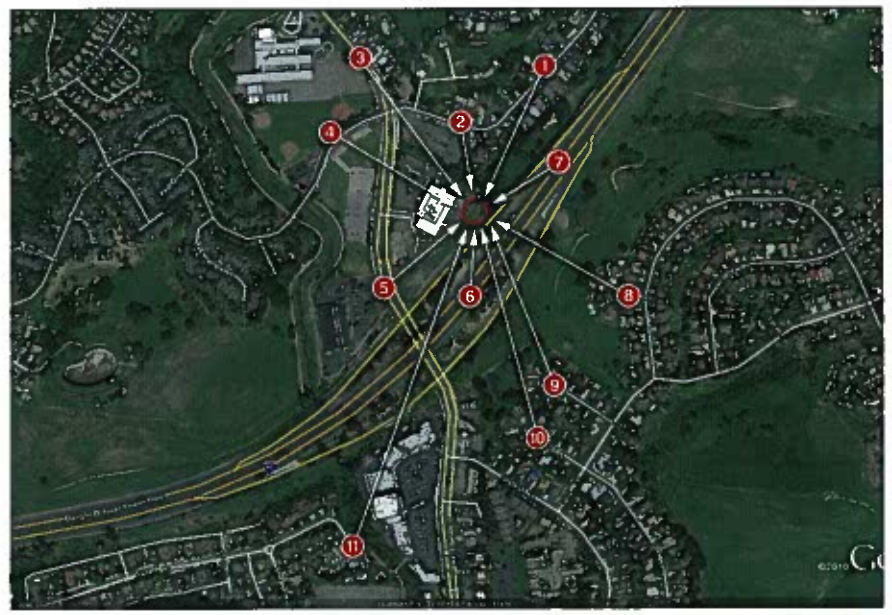
Photo Simulations
Gateway Shopping Center
Pinole, Ca

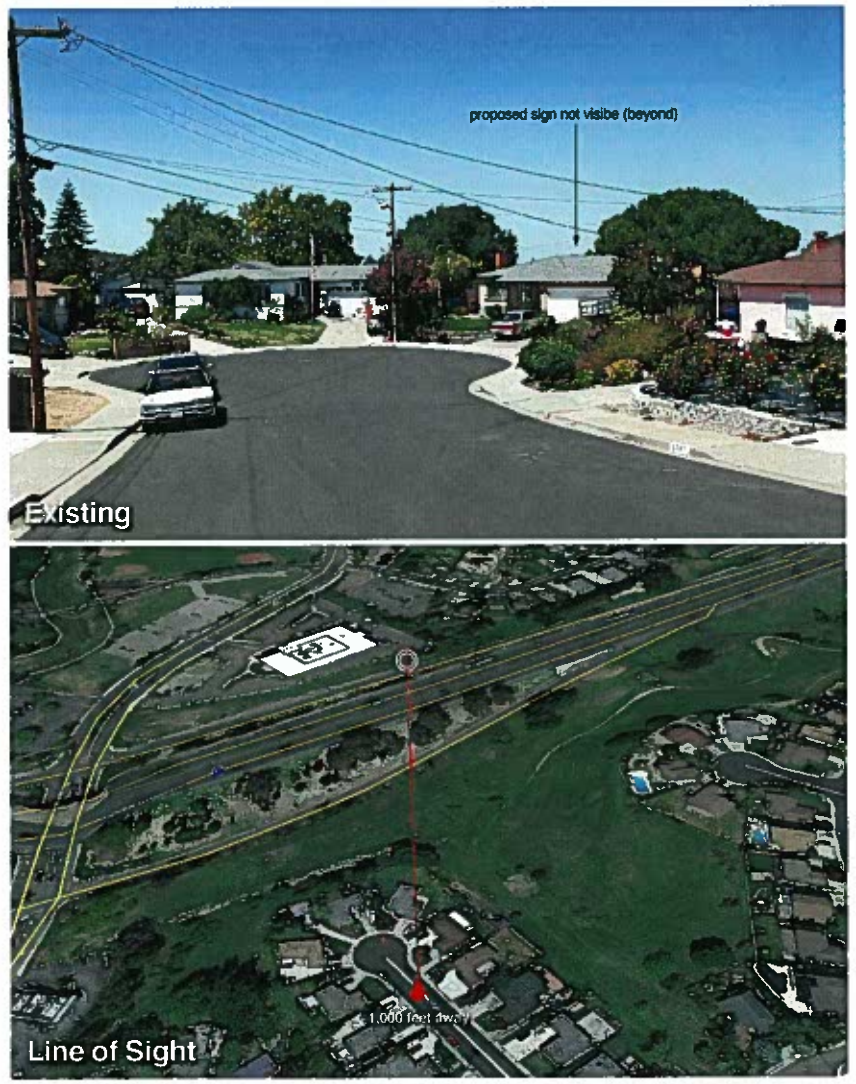


Gateway SC Pinole, CA
8/25/14
Aerial Map

P-3

Gateway SC Pinole, CA
8/25/14
Looking North from Eastbound I-80
View #7
Applied Imagination 510 914-0500

Gateway SC Pinole, CA
8/25/14
Looking Northwest from Barrett Ct.
View #8
Applied Imagination 510 914-0500



Gateway SC Pinole, CA
8/25/14
Looking North from Clark Ct.
View #9
Applied Imagination 510 914-0500

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CALIFORNIA
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PHONE 510 434 9888

issue date description

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FOR THOMAS GATEWAY, LLC
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by checked by job number

APPLICANT:
THOMAS GATEWAY, LLC
C/0 THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

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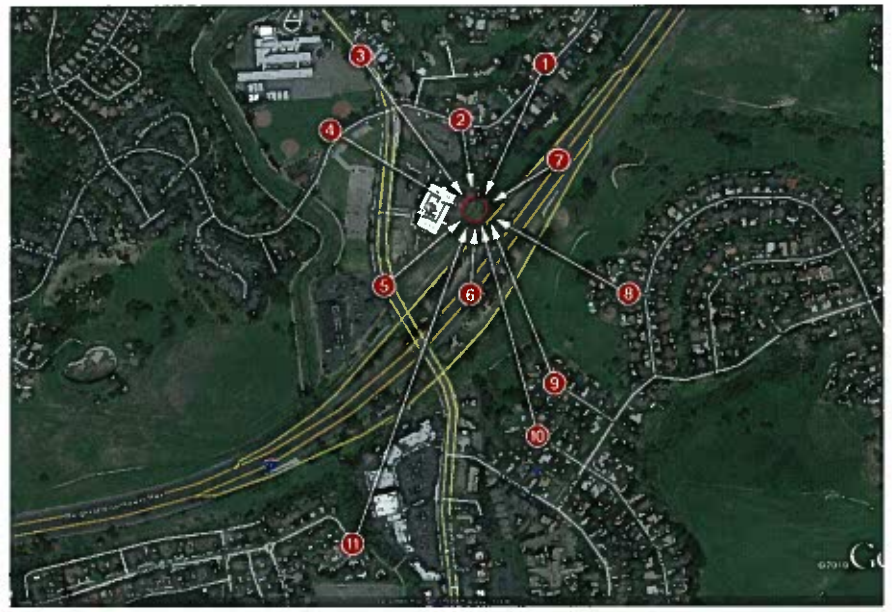
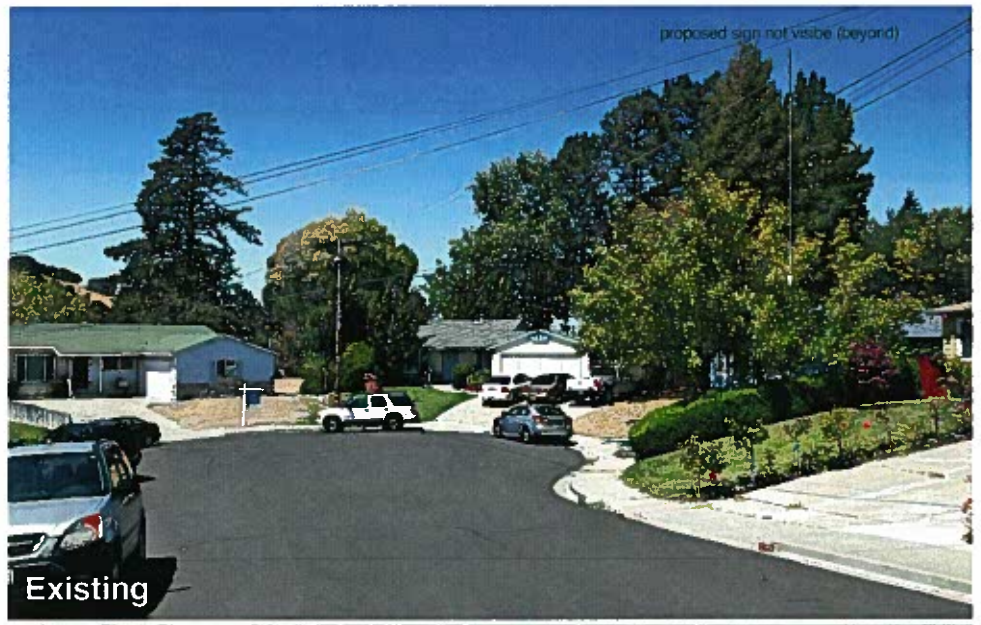
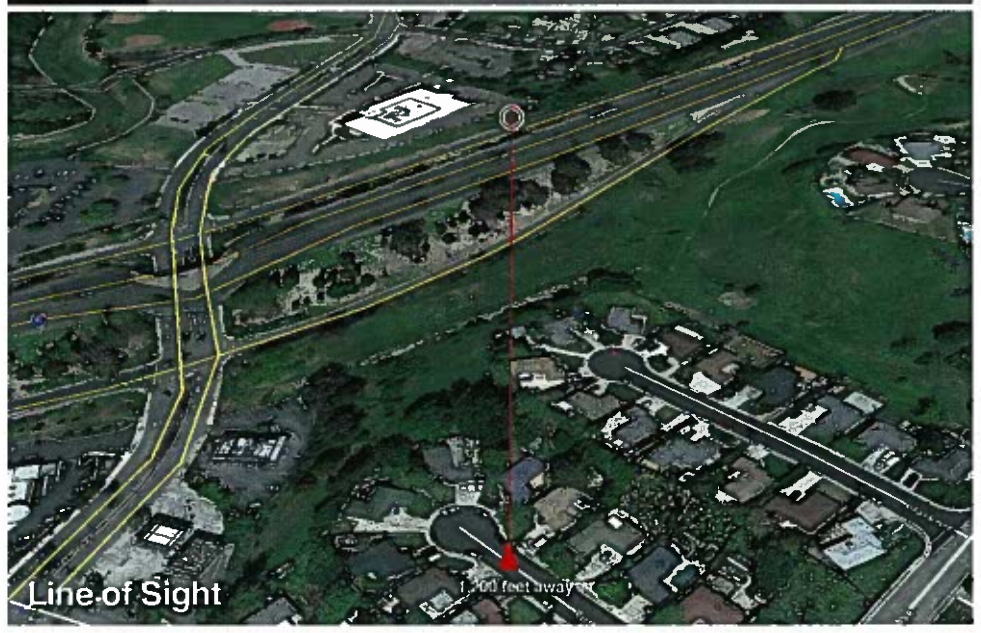
Photo Simulations
Gateway Shopping Center
Pinole, Ca



Gateway SC Pinole, CA Aerial Map
8/25/14

P-4





Gateway SC Pinole, CA Looking North from Ruff Ct.
8/25/14 View #10
Applied Imagination 510 914-0500

Gateway SC Pinole, CA Looking Northeast from Sarah Ct.
8/25/14 View #11
Applied Imagination 510 914-0500

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499 EMBARCADERO
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9 4 6 0 6
PHONE 510 434 9688

issue date description

PROPOSED NEW COMMERCIAL DEVELOPMENT
GATEWAY SHOPPING CENTER
FOR THOMAS GATEWAY, LLC
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by checked by job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
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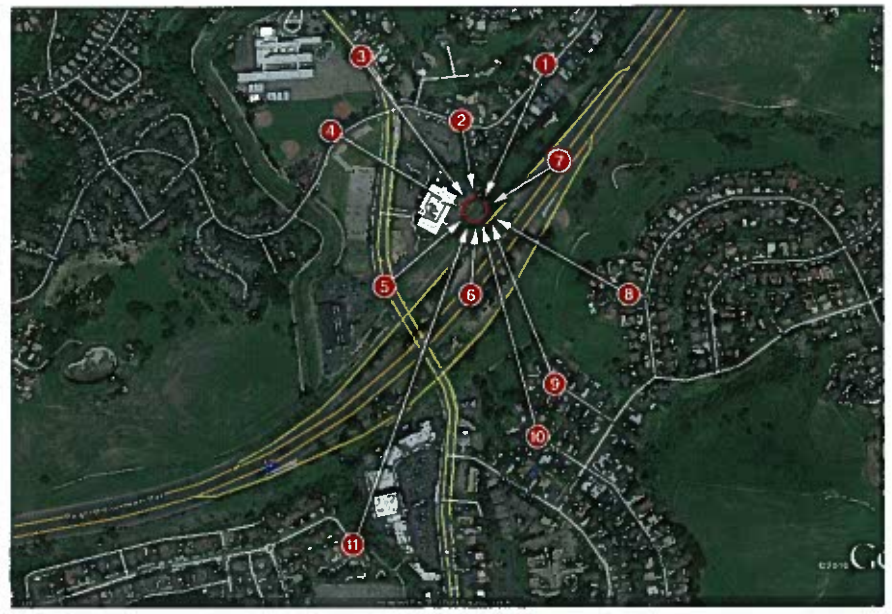
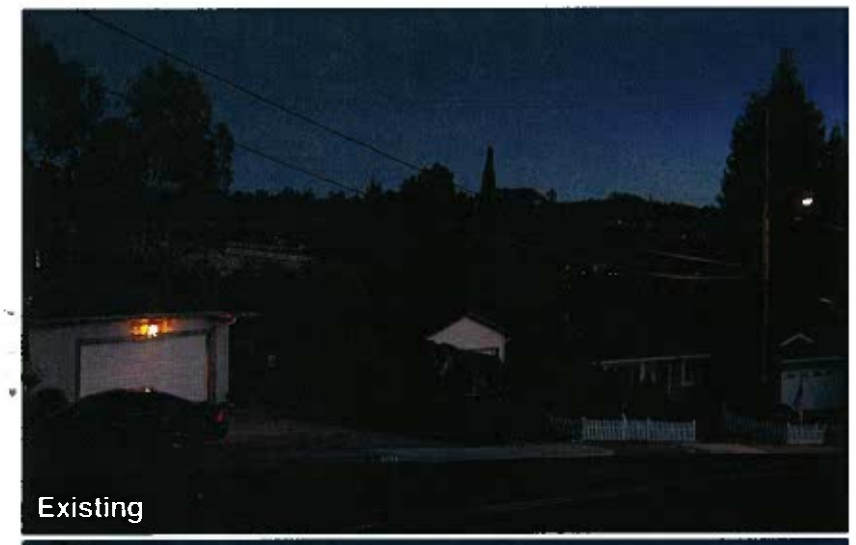
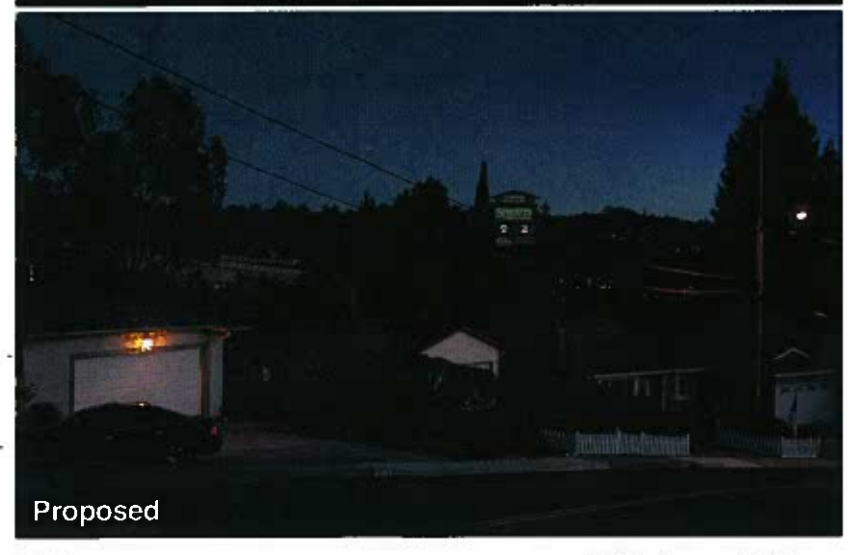
Photo Simulations
Gateway Shopping Center
Pinole, Ca



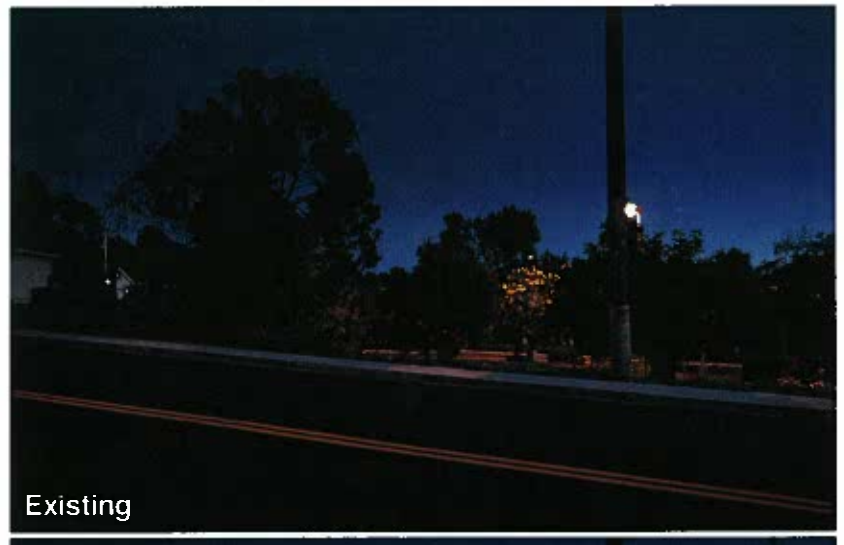
Gateway SC Pinole, CA Aerial Map
8/25/14

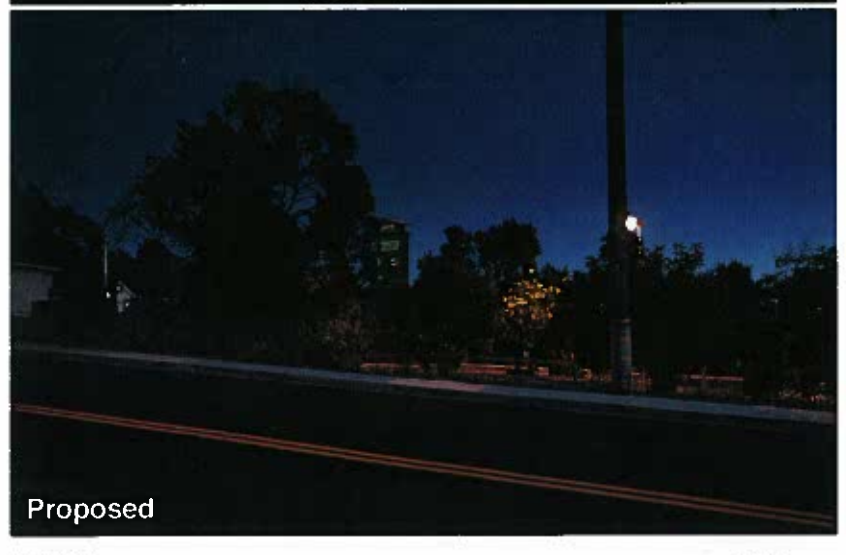
P-5



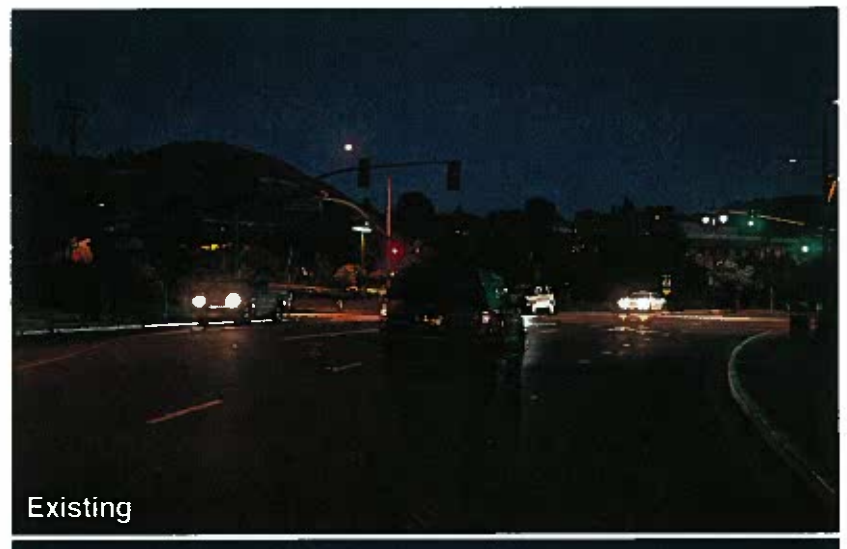


Gateway SC Pinole, CA Looking Southwest from Henry Avenue
8/25/14 View #1
Applied Imagination 510 914-0500





Gateway SC Pinole, CA Looking South from Henry Avenue
8/25/14 View #2
Applied Imagination 510 914-0500



Gateway SC Pinole, CA Looking Southeast from Pinole Valley Road
8/25/14 View #3
Applied Imagination 510 914-0500

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issue date description

PROPOSED NEW COMMERCIAL DEVELOPMENT
GATEWAY SHOPPING CENTER
FOR THOMAS GATEWAY, LLC
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn_by checked_by 13-14.GATEWAY

drawn by checked by job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

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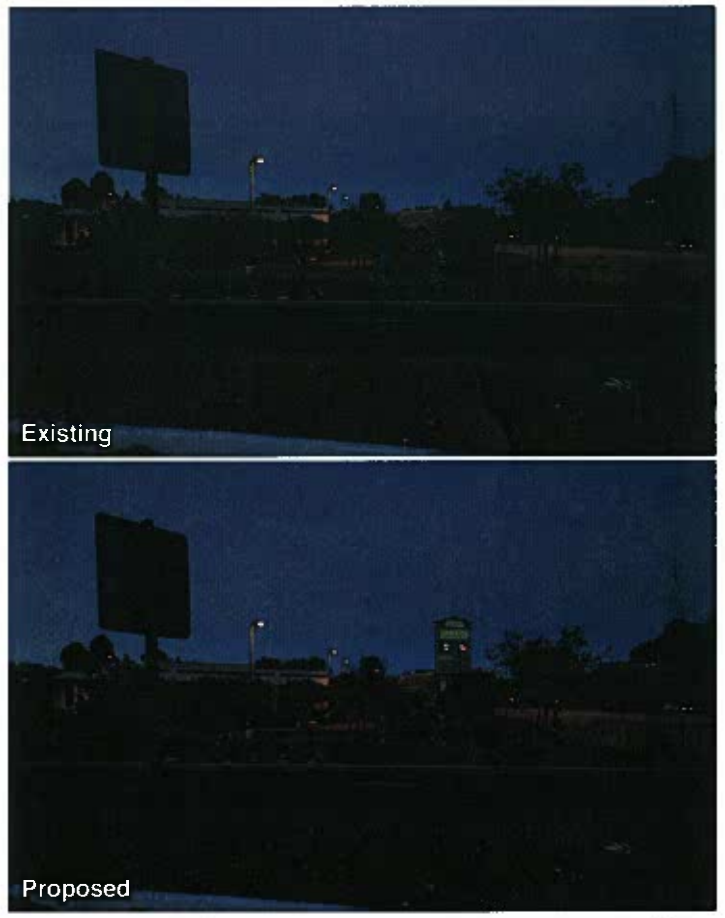
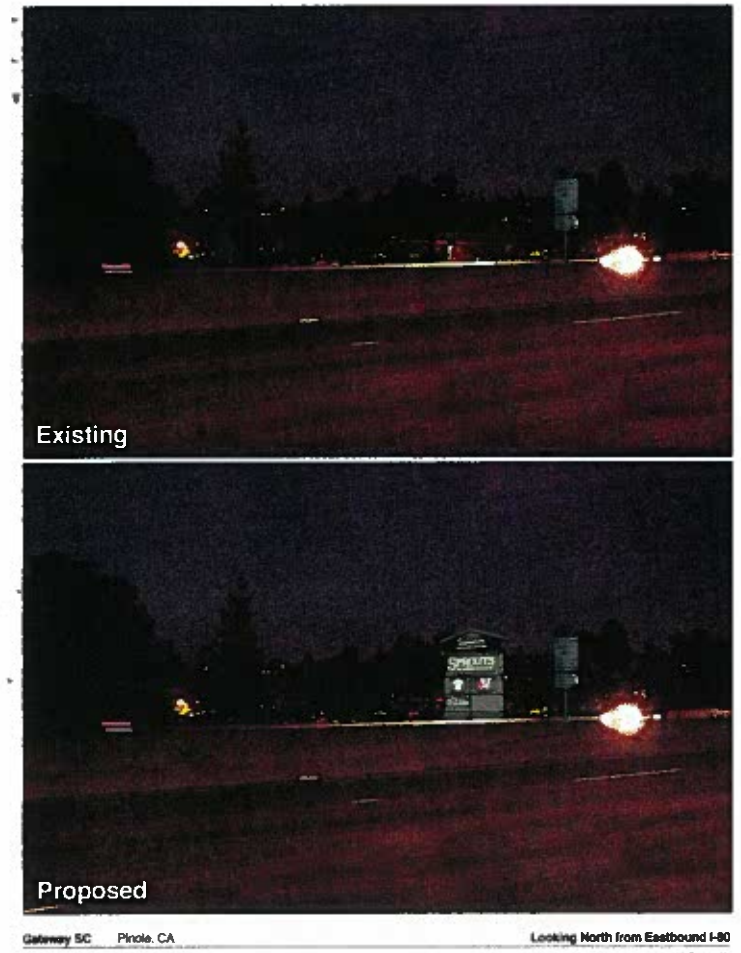
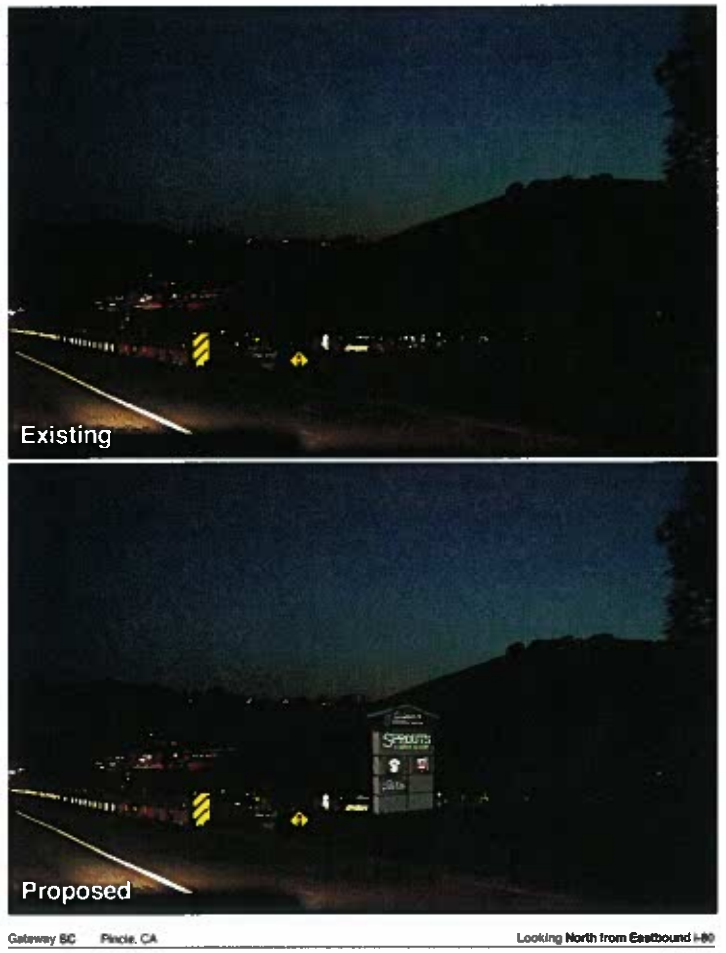
Gateway SC Pinole, CA — Looking Southeast from Henry Avenue
8/25/14 — View #4



Gateway SC Pinole, CA — Looking Northeast from Pinole Valley Road
8/25/14 — View #5



Gateway SC Pinole, CA — Looking North from Eastbound I-80
8/25/14 — View #6



Gateway SC Pinole, CA — Looking North from Eastbound I-80
8/25/14 — View #7

P-6

Photo Simulations
Gateway Shopping Center
Pinole, Ca

Gateway SC Pinole, CA — Aerial Map
8/25/14

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issue	date	description

PROPOSED NEW COMMERCIAL DEVELOPMENT
GATEWAY SHOPPING CENTER
FOR THOMAS GATEWAY, LLC
PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

DRAWN_BY	CHECKED_BY	1314.GATEWAY
drawn by	checked by	job number

APPLICANT:
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3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

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ATTACHMENT B

RECEIVED
FEB 02 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

GATEWAY SHOPPING CENTER: DESIGN BOOK

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Exhibits

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5) Sprouts

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-Exterior Elevations-Exhibit B-3

-Preliminary Elevations -Exhibits B-3-1, 2, 3, 4

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-In-line Tenant-Exhibit C-2

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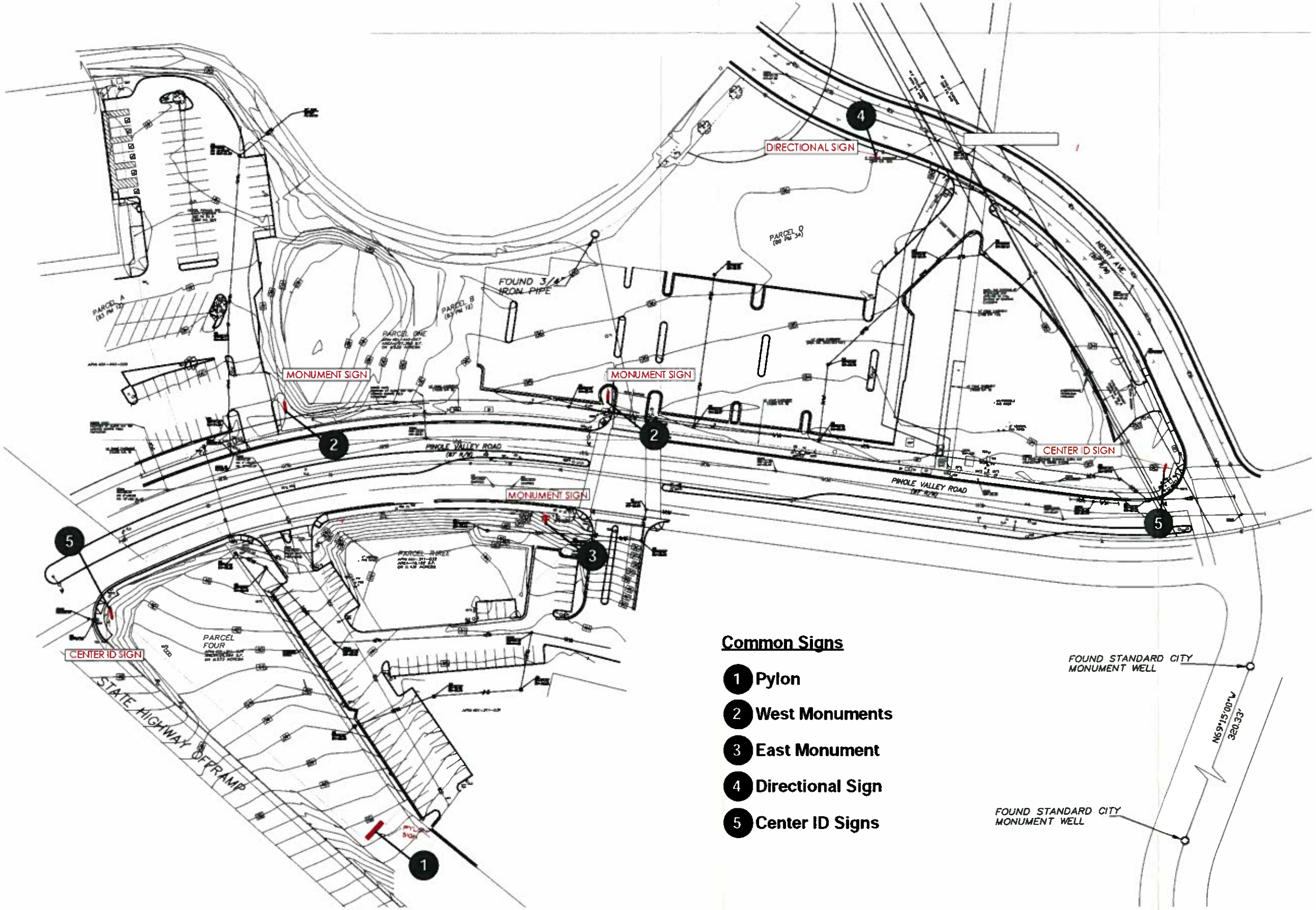
9) Starbucks

-Exterior Elevation-Exhibit F-1

-Signage Component Overview-Exhibit F-2

-Order Zone Component -Exhibit F-3

-Drive-Through Elements-Exhibit F-4



Common Signs

1. Pylon
2. West Monuments
3. East Monument
4. Directional Sign
5. Center ID Signs

PYLON SIGN LOCATION SITE PLAN

SCALE: 1" = 40'-0"

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21 OCT. 2014
25 APRIL. 2014

issue date description

PROPOSED COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS PROPERTIES

S.W. CORNER OF PINOLE VALLEY ROAD AND HENRY AVENUE
PINOLE, CALIFORNIA

GMA LEM 1314 GATEWAY

drawn by checked by job number

ALTERNATE PYLON SIGN LOCATIONS

AS101

GEORGE MEU ASSOCIATES

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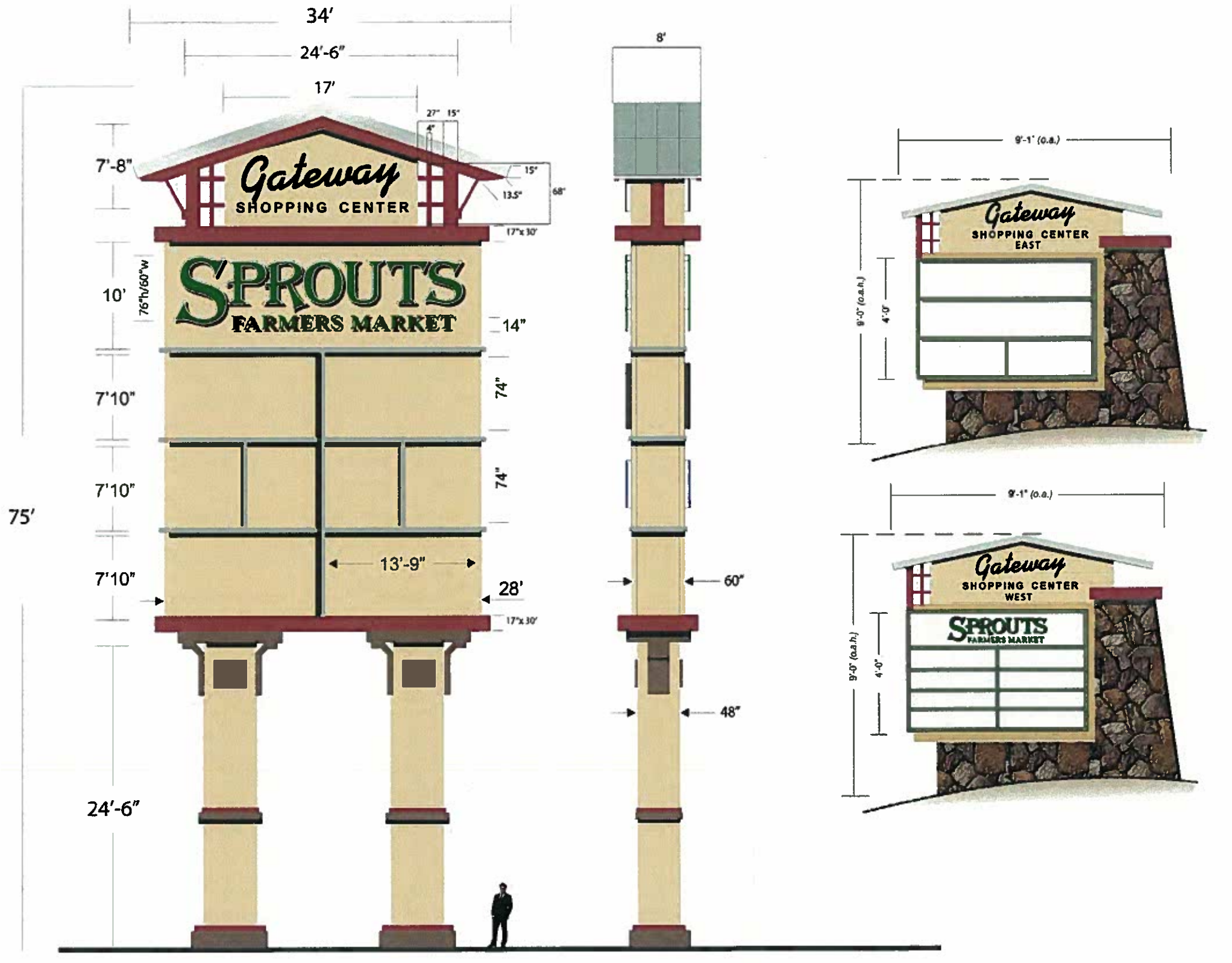
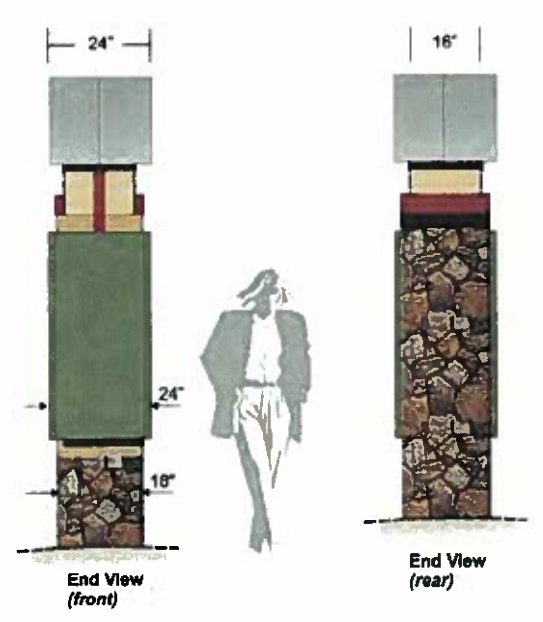
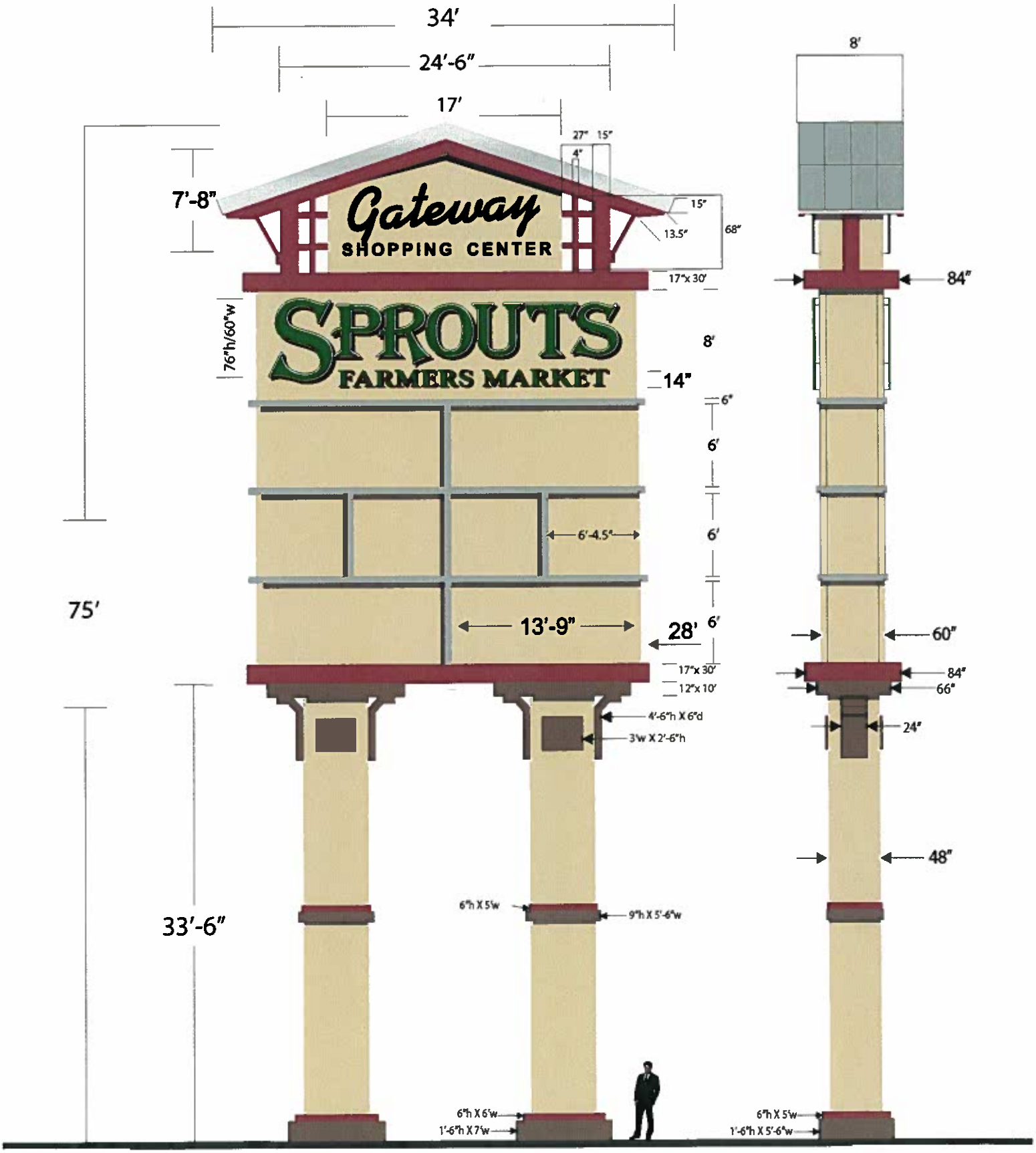
EXHIBIT A-1
Pylon and Monuments



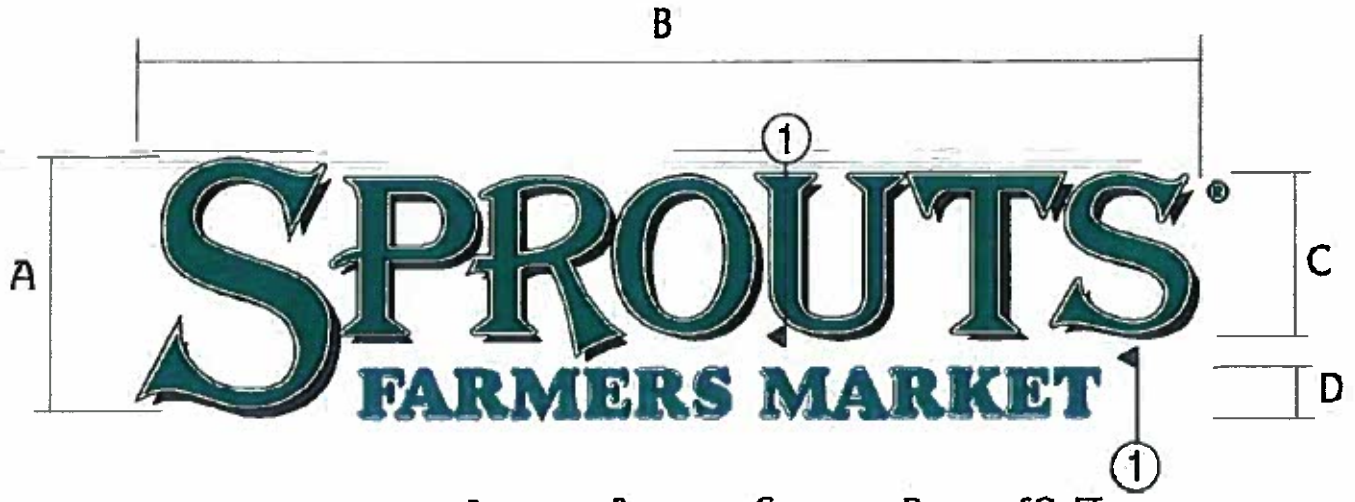



34'
24'-6"
17'
8'
27"
15"
4"
7'-8"
Gateway
SHOPPING CENTER
15"
13.5"
68"
17"x 30'
84"
76"h/60"w
SPROUTS
FARMERS MARKET
8'
14"
6"
6'
6'-4.5"
6'
75'
13'-9"
28'
6'
60"
17"x 30'
84"
12"x 10'
66"
4'-6"h X 6"d
3"w X 2'-6"h
24"
48"
6"h X 5"w
9"h X 5'-6"w
33'-6"
6"h X 6"w
1'-6"h X 7"w
6"h X 5"w
1'-6"h X 5'-6"w

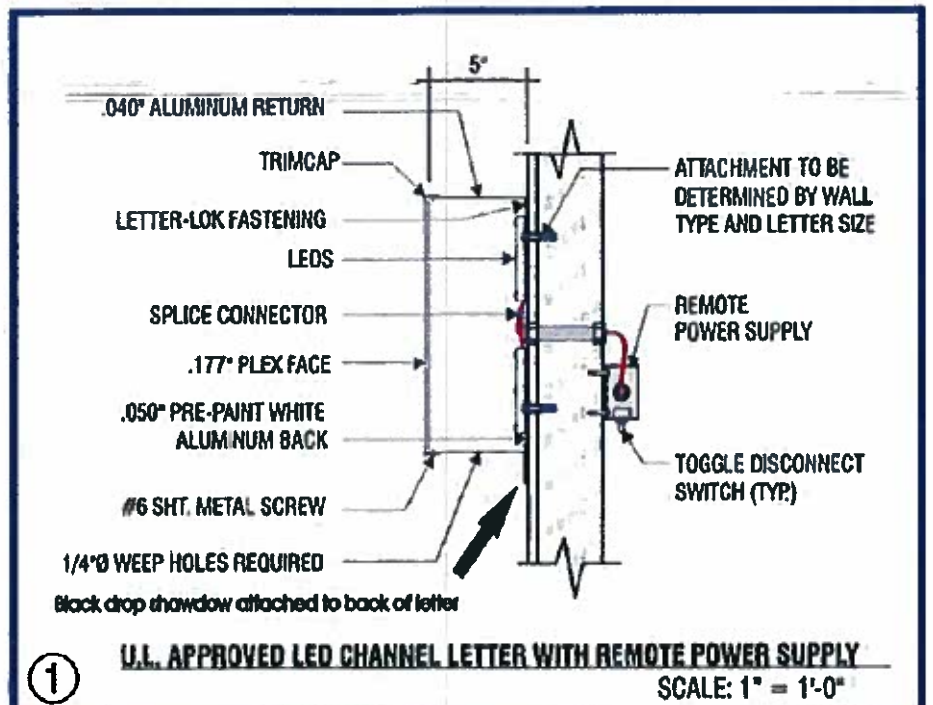
Columns:
1.5'w X 4.5'h X 16"d
Caps:
21"w X 21"d X 2.75"h

Center Wall:
9'w X 4'h X 10"d

EXHIBIT B-2
TENANT'S EXTERIOR BUILDING SIGNAGE
Exhibit B-2, consisting of 3 pages, follows immediately after this page.



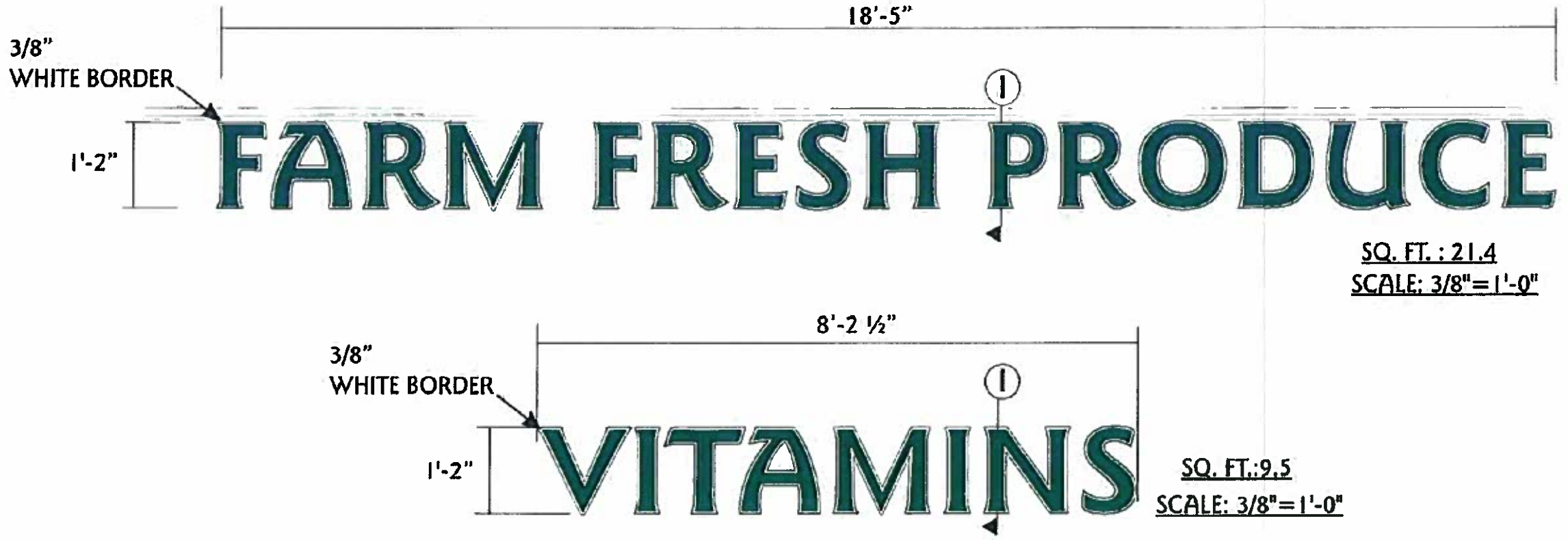
A	B	C	D	SQ. FT.
3'-0"	13'-0"	1'-11"	7 1/4"	39.0
3'-6"	15'-1"	2'-3"	8½"	52.7
4'-0"	17'-3½"	2'-6¾"	9 ½"	69.1
4'-6"	19'-5 ¾"	2'-10 ½"	10 ¾"	87.6
5'-0"	21'- 8"	3'-2 ½"	12"	108.3



MANUFACTURE AND INSTALL ONE (1) NEW SET OF ILLUMINATED PLEX FACE CHANNEL LETTER
"SPROUTS" :
BACKS : .050" ALUM PRE-PAINT.
RETURNS : 5" DEEP X .040" ALUM. PRE-PAINT COIL MATTHEWS SATIN BLACK.
TRIMCAP : BLACK TRIMCAP.
FACES : .177" WHITE PLEX WITH FIRST SURFACE 3M 3630-156 VIVID GREEN VINYL WITH SHOW THRU WHITE BORDER AROUND OUTER PERIMETER OF LETTERS
ILLUMINATION: SLOAN WHITE LEDS WITH REMOTE POWER SUPPLIES
BACKDROP SHADOW : .050" ALUM PAINTED MATTHEWS SATIN BLACK.
"FARMERS MARKET":
BACKS : .050" ALUM PRE-PAINT.
RETURNS : 5" DEEP X .040" ALUM. PRE-PAINT COIL MATTHEWS SATIN BLACK.
TRIMCAP : BLACK TRIMCAP.
FACES : .177" WHITE PLEX WITH FIRST SURFACE 3M 3630-156 VIVID GREEN VINYL WITH SHOW THRU WHITE BORDER AROUND OUTER PERIMETER OF LETTERS
ILLUMINATION: SLOAN WHITE LEDS WITH REMOTE POWER SUPPLIES
REGISTERED TRADEMARK : .177" WHITE PLEX WITH 3M #3630-156 VIVID GREEN VINYL OVERLAY FOR TRADEMARK. FLUSH MOUNT TO EXISTING FASCIA.

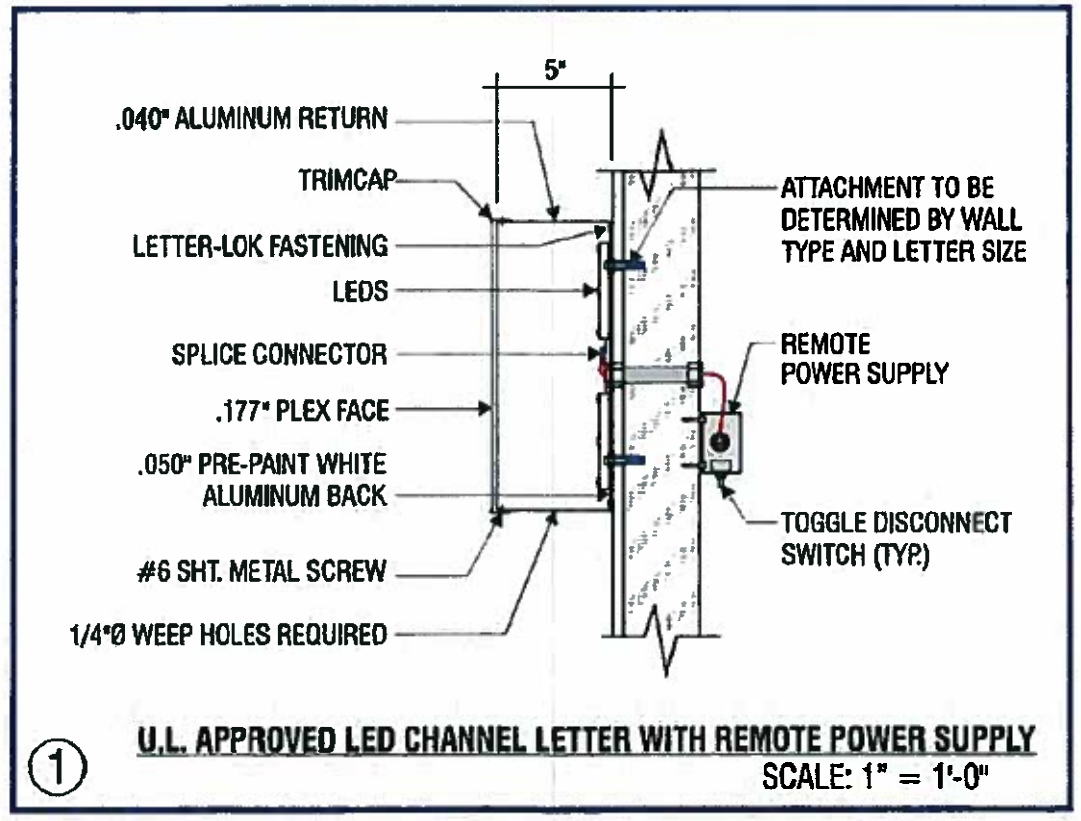
WHERE NEEDED, SELF-CONTAINED CHANNEL LETTERS TO BE FABRICATED AT 6"-8" DEEP.

3'-0" -5'-0" stacked illuminated channel letters for light walls

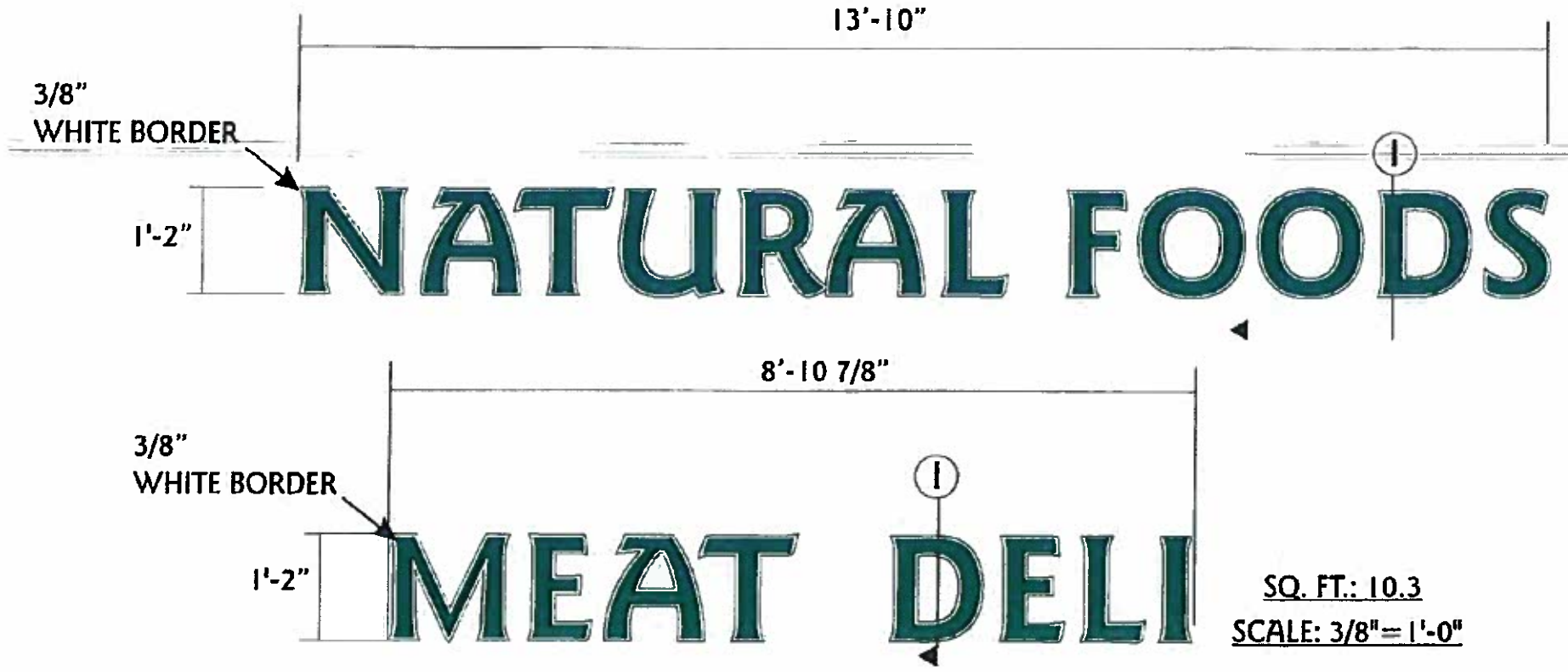


MANUFACTURE AND INSTALL SETS OF ILLUMINATED CHANNEL LETTERS WITH REMOTE POWER SUPPLIES
BACKS" .050" ALUM PRE-PAINT.
RETURNS:; 5" DEEP X .040" ALUM PRE-PAINT COIL PAINTED MATTHEWS SATIN BLACK
TRIMCAP: 3/4" BLACK TRIMCAP
FACES: .177" THICK #7328 WHITE HIGH IMPACT ACRYLIC WITH FIRST SURFACE 3M #3630-156 VIVID GREEN VINYL LEAVING WHITE BORDER.
ILLUMINATION: SLOAN WHITE LED'S AS REQUIRED WITH REMOTE POWER SUPPLIES

VERIFY IF RACEWAY IS NEEDED



secondary illuminated wall signs

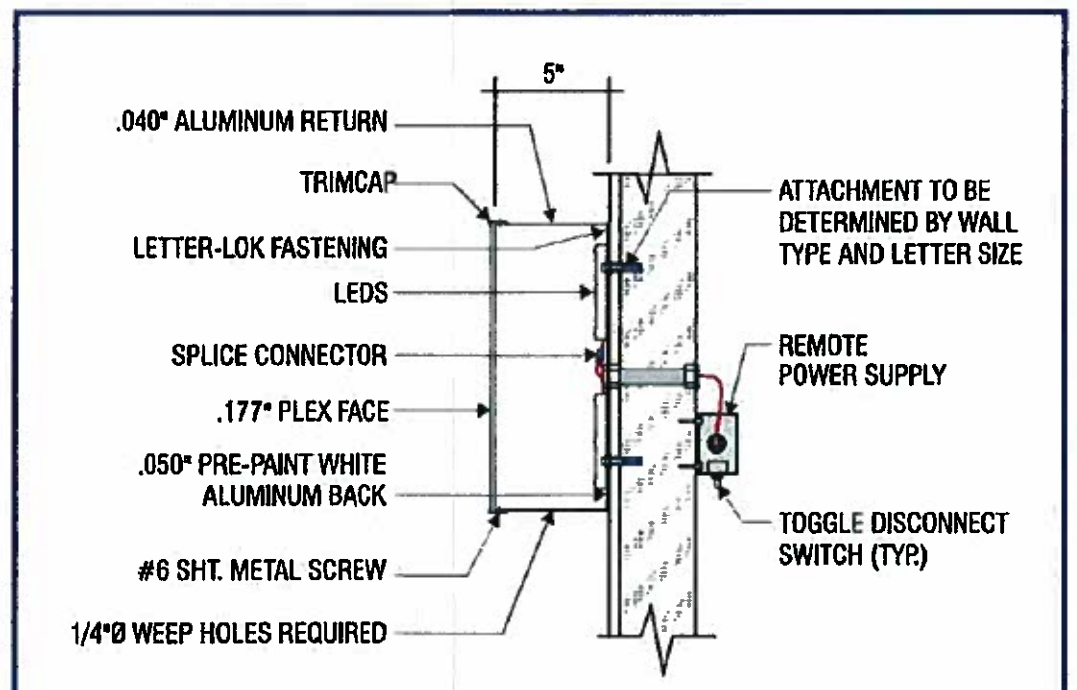


SCALE: 3/8"= 1'-0"
SQ. FT.:16.1

SQ. FT.: 10.3
SCALE: 3/8"= 1'-0"

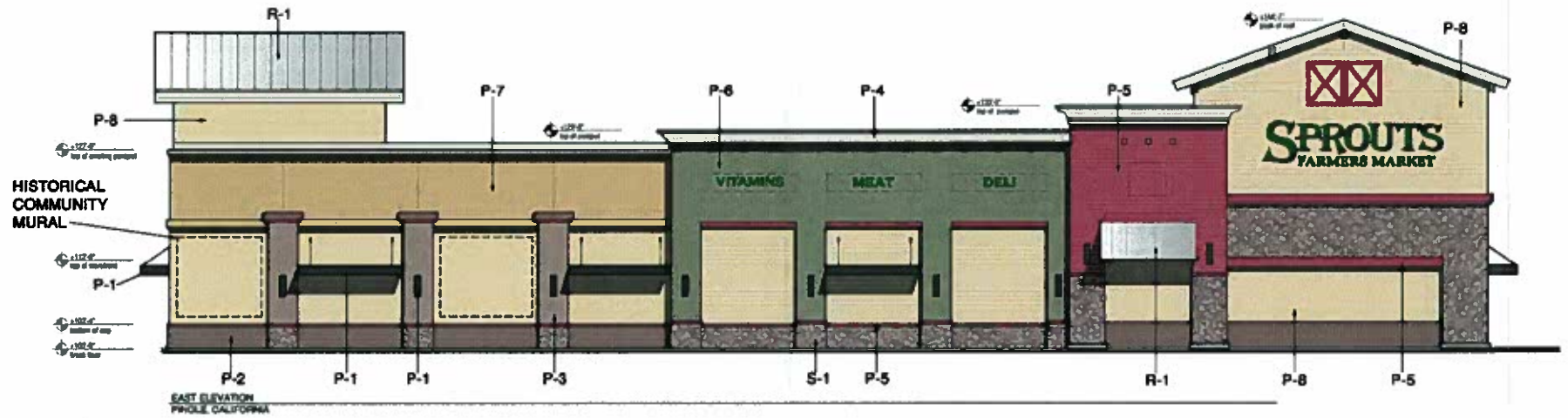
MANUFACTURE AND INSTALL SETS OF ILLUMINATED CHANNEL LETTERS WITH REMOTE POWER SUPPLIES
BACKS" .050" ALUM PRE-PAINT.
RETURNS:; 5" DEEP X .040" ALUM PRE-PAINT COIL PAINTED MATTHEWS SATIN BLACK
TRIMCAP: 3/4" BLACK TRIMCAP
FACES: .177" THICK #7328 WHITE HIGH IMPACT ACRYLIC WITH FIRST SURFACE 3M #3630-156 VIVID GREEN VINYL LEAVING WHITE BORDER.
ILLUMINATION: SLOAN WHITE LED'S AS REQUIRED WITH REMOTE POWER SUPPLIES

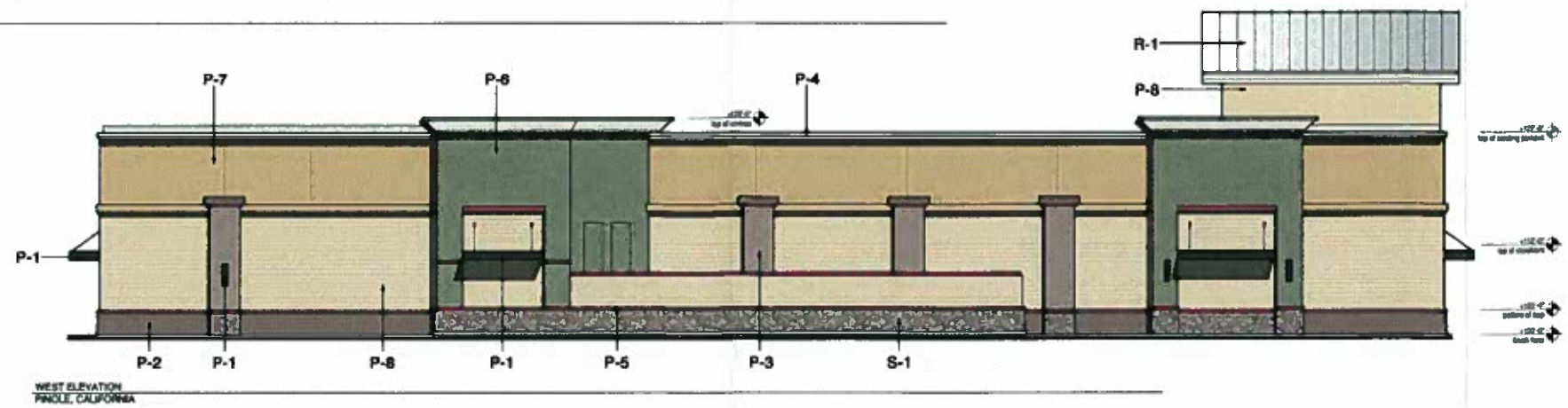
VERIFY IF RACEWAY IS NEEDED



① U.L. APPROVED LED CHANNEL LETTER WITH REMOTE POWER SUPPLY
SCALE: 1" = 1'-0"

EXHIBIT B-3





June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

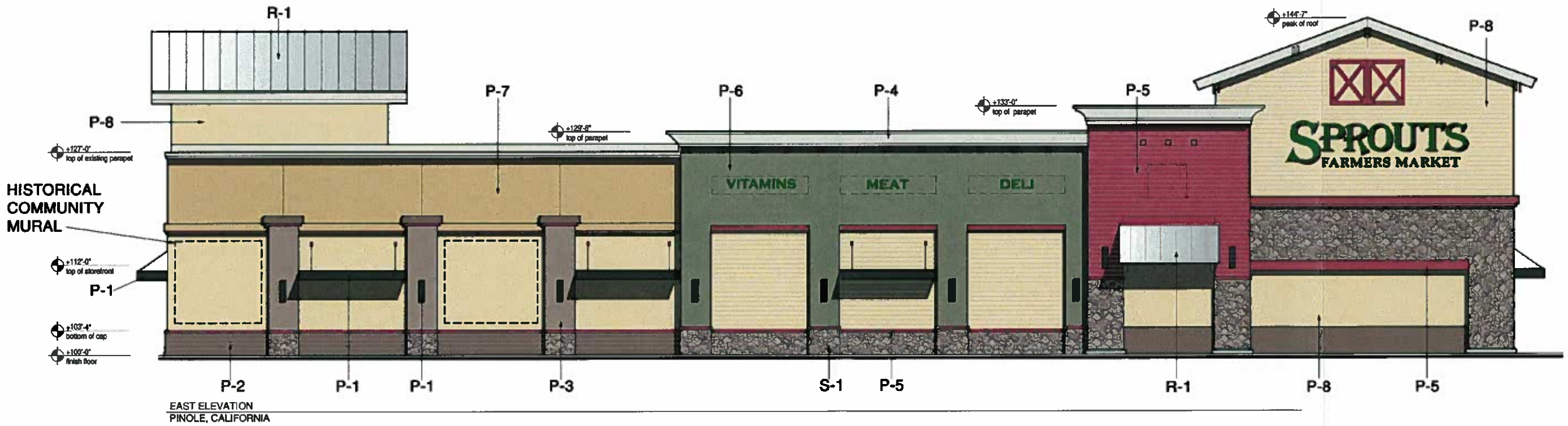
EXHIBIT B-3-1

SOUTH ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-2

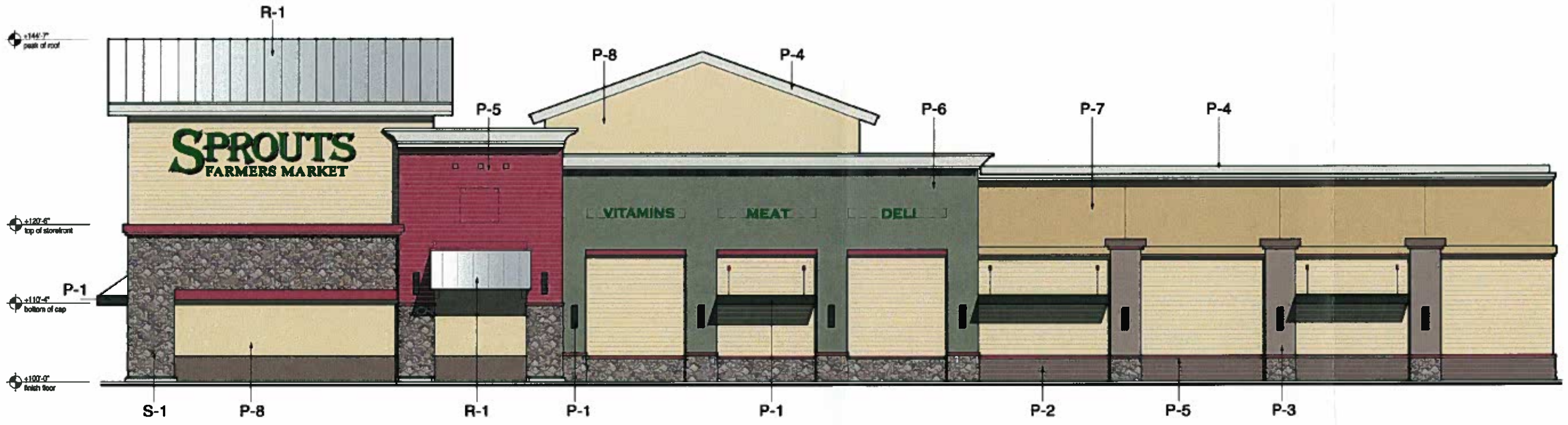


EAST ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-3

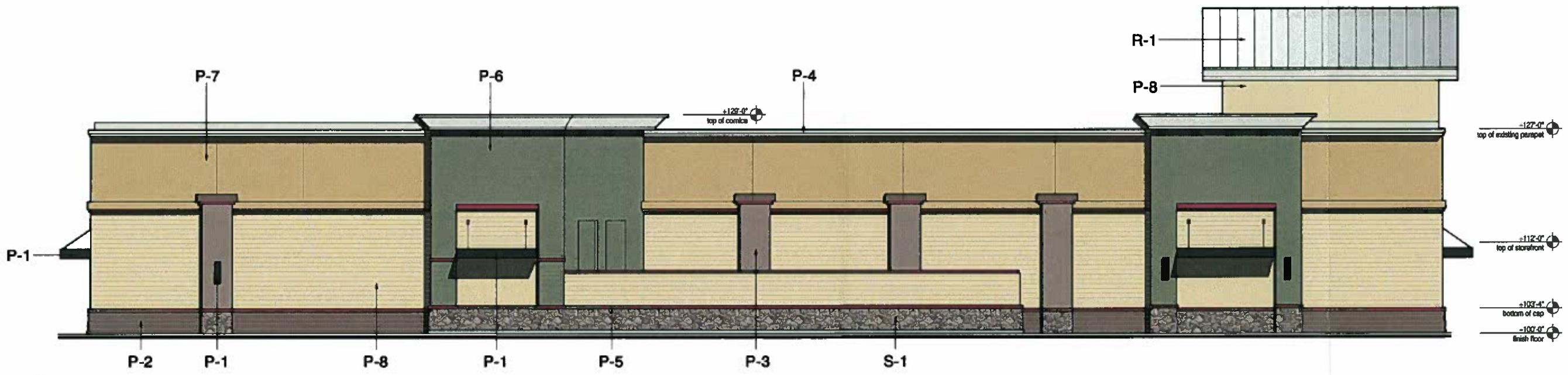


NORTH ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-4

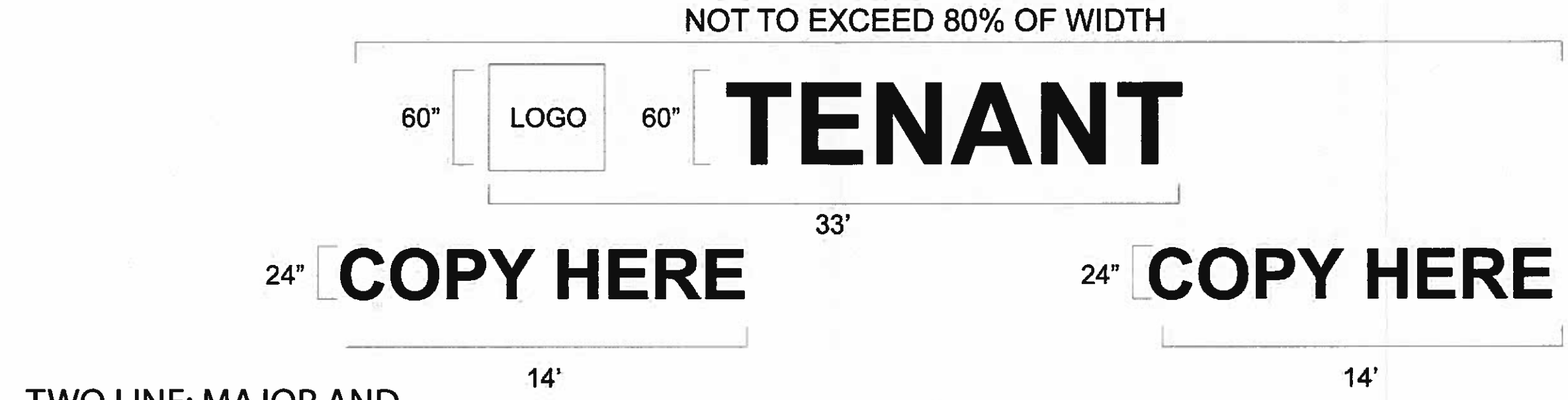


WEST ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

ONE LINE: MAJOR AND
SINGLE TENANT
WITH DRIVE-THROUGH



TWO LINE: MAJOR AND
SINGLE TENANT
WITH DRIVE-THROUGH

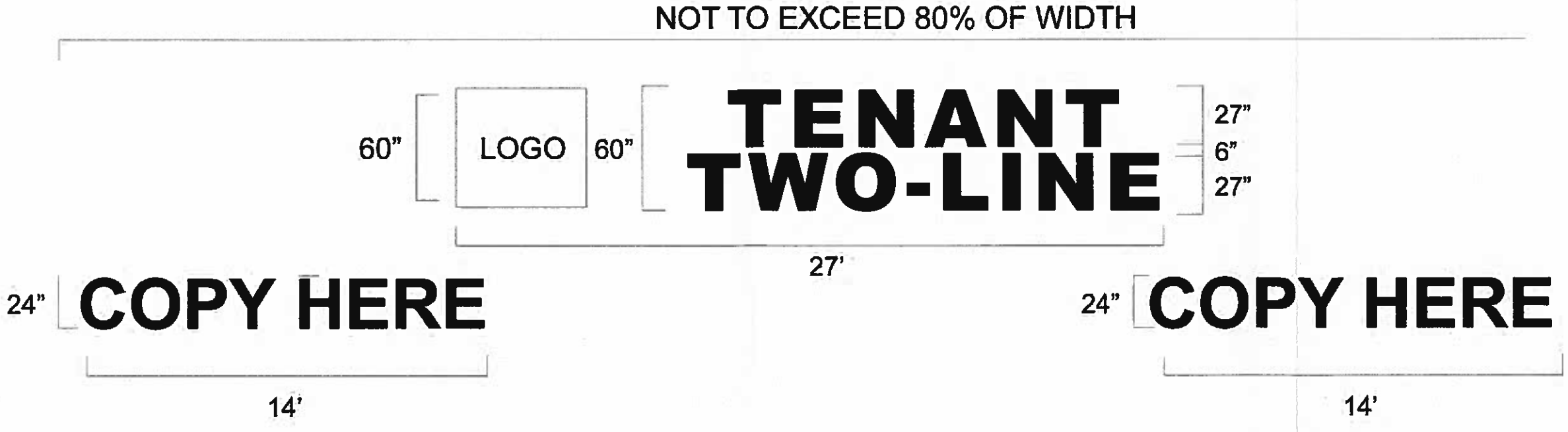
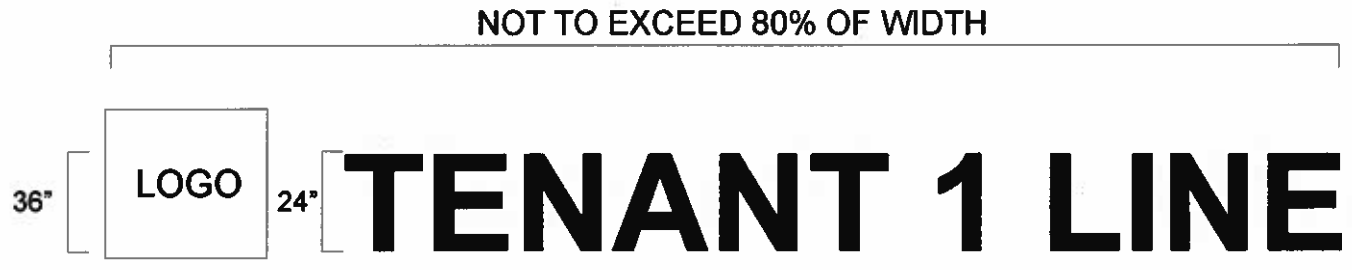
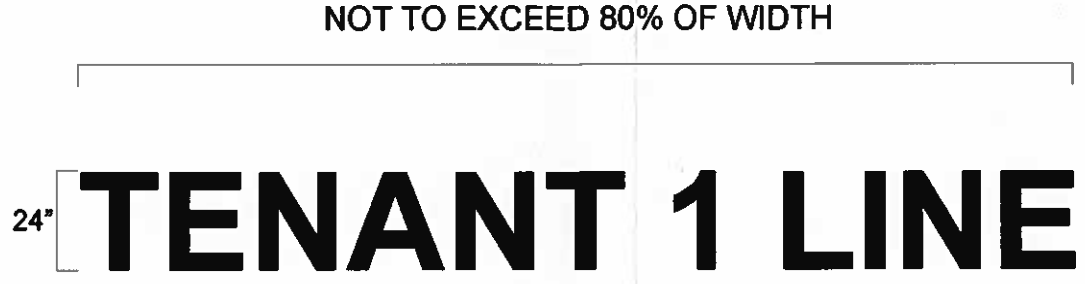


EXHIBIT C-2

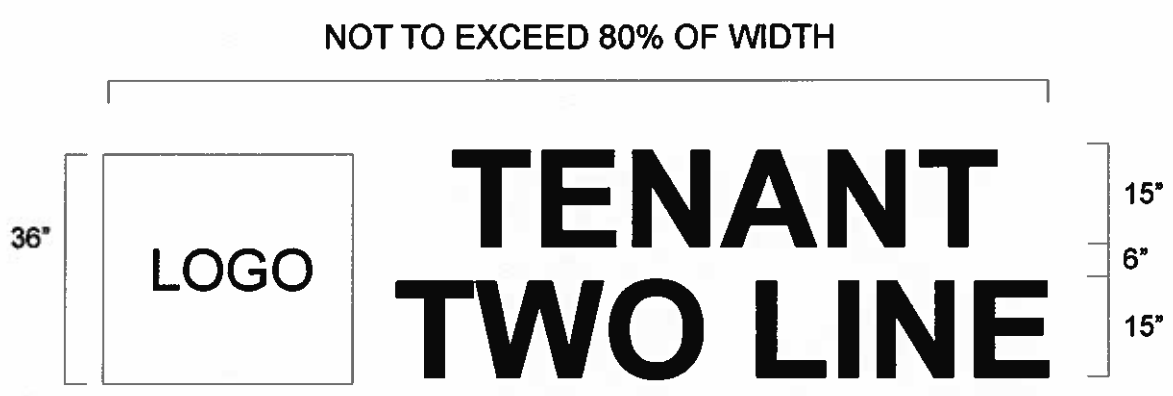
LOGO BOX WITH ONE LINE LAYOUT



ONE LINE LAYOUT



LOGO BOX WITH TWO LINE LAYOUT



TWO LINE LAYOUT

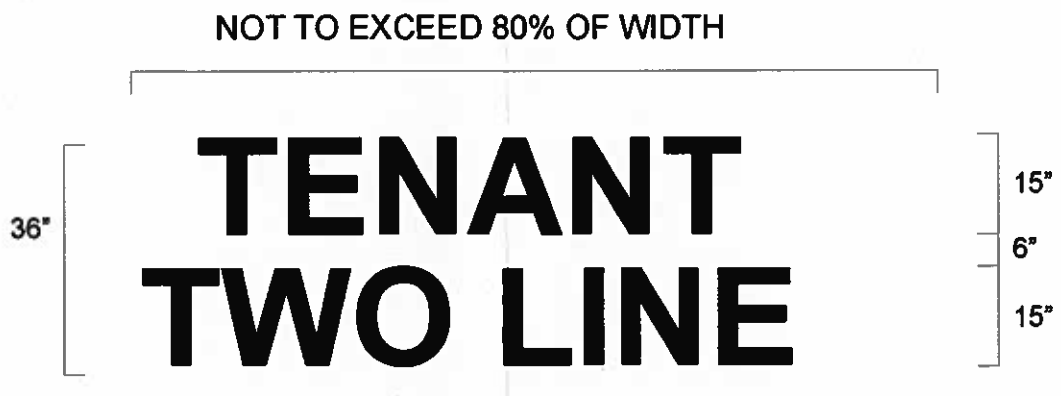


EXHIBIT D-1

VIEW TO THE SOUTHWEST

VIEW TO THE NORTHWEST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 5 A201
SCALE: 1/8" = 1'-0"

PROPOSED NORTH EXTERIOR ELEVATION 1 A201
SCALE: 1/8" = 1'-0"

PROPOSED SOUTH EXTERIOR ELEVATION 2 A201
SCALE: 1/8" = 1'-0"

PROPOSED EAST EXTERIOR ELEVATION 3 A201
SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 4 A201
SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

MATERIALS:

- A — MANUFACTURED STONE VENEER (TO MATCH MARKET)
- B — SLOPED METAL AWNINGS PAC-CLAD, GALVALUME
- C — FLAT METAL CANOPY
- D — HOLLOW METAL DOOR
- E — ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- F — GLAZING CLEAR LOW-E 1" INSULATED GLASS
- G — EXTERIOR PLASTER

COLORS:

- 1 — DUNN-EDWARDS PAINTS DE 5269, "YUCATAN"
- 2 — DUNN-EDWARDS PAINTS DE 5111, "REDWOOD CITY"
- 3 — DUNN-EDWARDS PAINTS DE 733, "SOLAR WIND"
- 4 — DUNN-EDWARDS PAINTS DE 6264, "FAIR SPRING"
- 5 — DUNN-EDWARDS PAINTS DE 6232, "ABSTRACT WHITE"
- 6 — DUNN-EDWARDS PAINTS DE 6035, "LYNX"

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
499 EMBARCADERO
OAKLAND
CALIFORNIA
94606
PHONE 510 434 9888

issue	date	description
1	26 SEPT. 2014	ENTITLEMENT APPLICATION

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by: GMA | checked by: LOM | job number: 131 GATEWAY

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHOPS EXTERIOR ELEVATIONS

A201

GEORGE MEU ASSOCIATES
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EXHIBIT E-1

VIEW TO THE SOUTHWEST

VIEW TO THE SOUTHEAST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 5 A202
SCALE: 1/8" = 1'-0"

PROPOSED EAST EXTERIOR ELEVATION 1 A202
SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 2 A202
SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

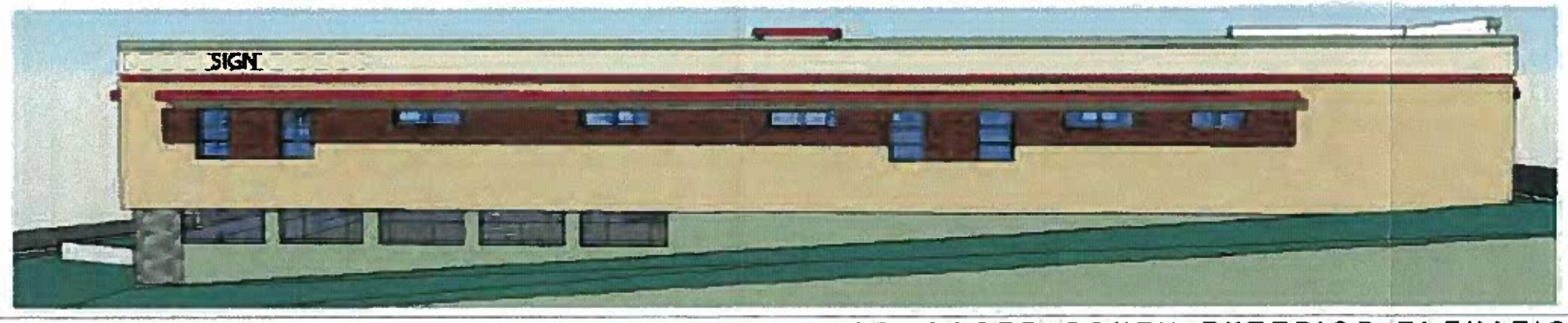
MATERIALS:

- A RED CEDAR HORIZONTAL SIDING
- B VEIGEN TILE (SIMILAR TO KAISER BUILDING)
- C METAL AWNINGS
- D METAL TUBULAR FENCING
- E HOLLOW METAL DOOR
- F ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- G GLAZING CLEAR LOW-E / ABLUSED GLASS
- H EXTERIOR PLASTER

COLORS:

- 1 CABOT GOOD STAIN FOOT
- 2 DUNN-EDWARDS PAINTS DE 5171 "REDWOOD CITY"
- 3 DUNN-EDWARDS PAINTS DE 5058 "GRANOLA"
- 4 DUNN-EDWARDS PAINTS DE 5648 "SPRING LEAVES"
- 5 DUNN-EDWARDS PAINTS DE 6-13 "ALPACA LOOP"
- 6 DUNN-EDWARDS PAINTS DEA 183 "BLACK BAY"

PROPOSED NORTH EXTERIOR ELEVATION 3 A202
SCALE: 1/8" = 1'-0"



PROPOSED SOUTH EXTERIOR ELEVATION 4 A202
SCALE: 1/8" = 1'-0"

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
499 EMBARCADERO
OAKLAND
CALIFORNIA
94606
PHONE 510 484 9888

issue	date	description

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE 4140
WALNUT CREEK, CA 94597

MEDICAL SERVICES EXTERIOR ELEVATIONS

A202

GEORGE MEU ASSOCIATES

EXHIBIT F-1

2 EAST ELEVATON
Scale: 1/4" = 1'-0"

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

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

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

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
499 EMBARCADERO
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CALIFORNIA
94606
PHONE 510 434 9888

issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

131 c.GATEWAY

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHEET TITLE
EXTERIOR ELEVATIONS

SCALE 1/4" = 1'-0"

SD-3

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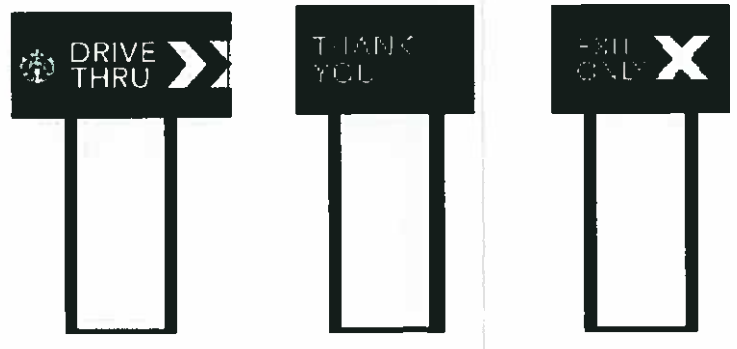
New Signage Component Overview

directional
on building

pylon

monument

height
restriction bar



directional signs
(on footings)

New Order Zone Components: New Store Scope Only

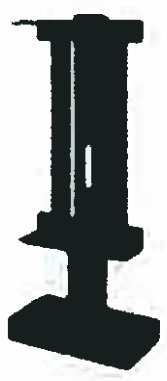
Preferred Components

Pre Menu Board 14120

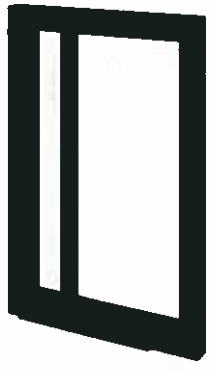
Canopy for Digital Order Screen 14163

5 Panel Menu Board 14119

Trade Down Components

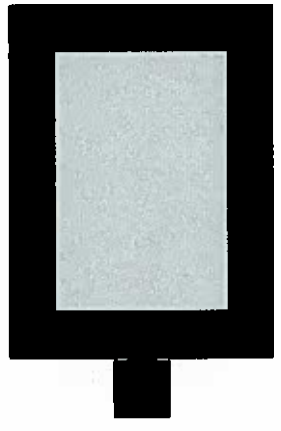


Digital Order Screen post mount bracket 14030



Digital Order Screen wall mount bracket 14087

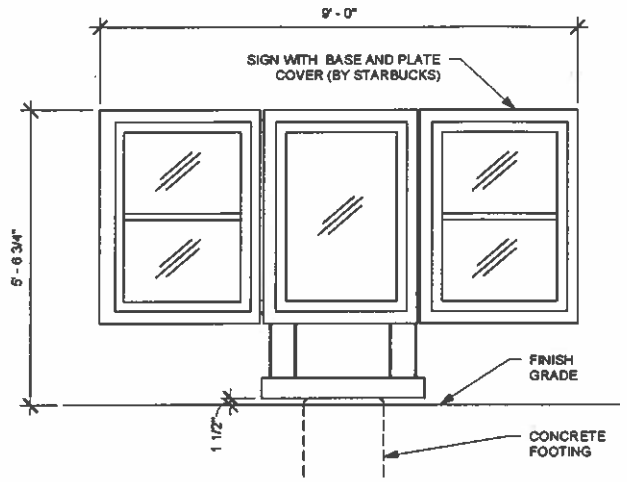
Speaker Post 14148



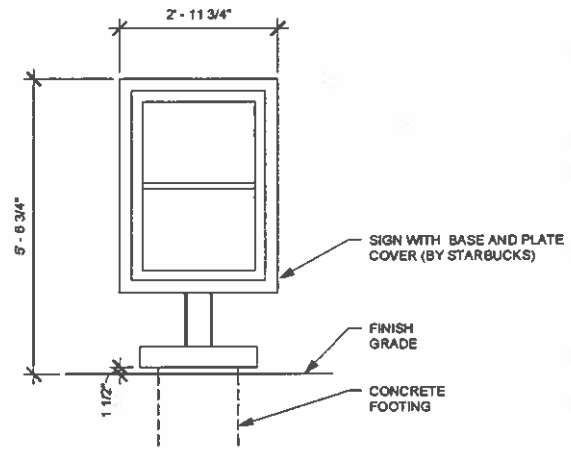
Light Box (static image) DID 14239

3 Panel Menu Board 14118

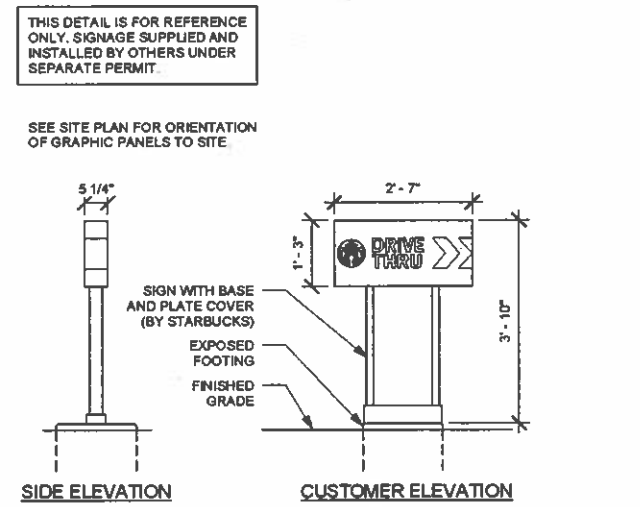
EXHIBIT F-4



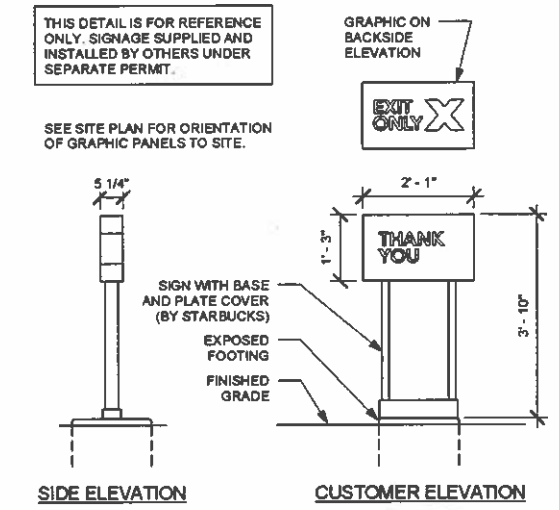
1 DTE - MENU 5 PANEL FREESTANDING
Scale: 1/2" = 1'-0"



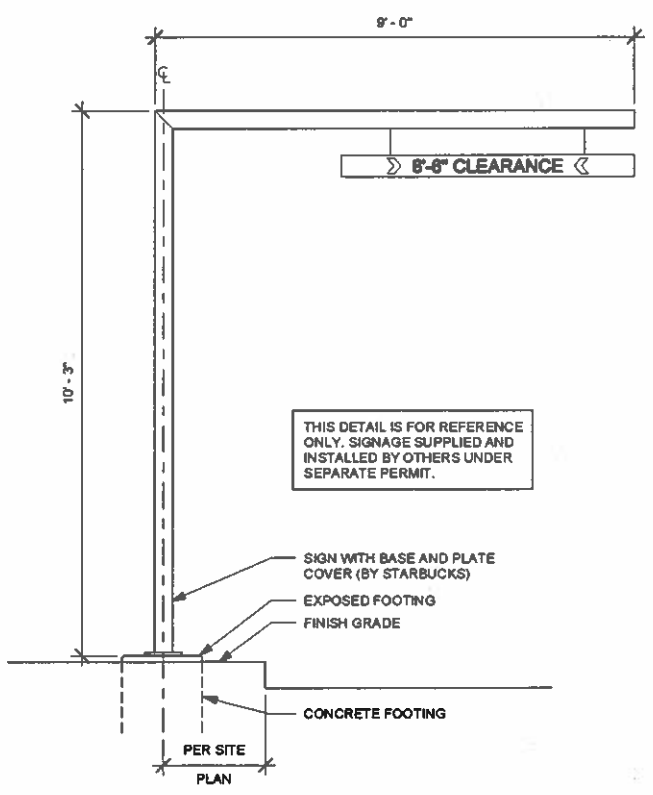
2 DTE - PRE-MENU FREESTANDING
Scale: 1/2" = 1'-0"



3 DTE - DIRECTIONAL SIGN WITH LOGO - ENTRY
Scale: 1/2" = 1'-0"



4 DTE - DIRECTIONAL SIGN - EXIT
Scale: 1/2" = 1'-0"



5 DTE - CLEARANCE BAR ELEVATION
Scale: 1/2" = 1'-0"

GRAY • BOWEN

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FEB 02 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

ATTACHMENT C

September 2, 2014

Sam Thomas
Thomas Gateway LLC
3100 Oak Road, Suite 140
Walnut Creek, CA 94597

Dear Mr. Thomas,
As part of your Gateway Shopping Center project in the City of Pinole, your project proposes to construct a pylon sign adjacent to Interstate 80. Gray-Bowen was retained by Thomas Gateway LLC to assist you in determining whether Caltrans has a role in approving construction of a pylon sign near I-80. Under the State of California Outdoor Advertising Act and Regulations of the California Business and Professions Code, Caltrans has a role in regulating the placement of outdoor advertising displays visible from California Highways.

Background and Setting:

Per plans furnished to us, the proposed illuminated pylon sign is approximately 75' tall, 23.5' wide, 35' from ground to bottom of the sign and signage area roughly 1,175 sf. The sign is proposed to be sited approximately 90' from the I-80 Pinole Valley Road westbound off-ramp on private property. The sign will display the name of the shopping center and major businesses located within the shopping center. Flashing, intermittent, moving lights, or moving message displays are not proposed. The Post Mile at Pinole Valley Road is 8.51. Caltrans' classification of Landscaped Freeways includes segment CC 80 PM 7.04/9.08.

Findings and Conclusion:

According to the 2014 State of California Outdoor Advertising Act and Regulations of the California Business and Professions Code, the proposed sign can be classified as a business center "on-premise advertising display" located outside of State right of way. An Outdoor Advertising Permit from Caltrans is not required as long as the sign complies with conditions outlined below.

1. Advertising displays must only contain the business center name and the advertisement on site the business conducted, services rendered, or goods produced or sold upon the property.

2. The sign cannot contain flashing, intermittent, or moving lights (other than that part necessary to give public service information, including, but not limited to, the time, date, temperature, weather, or similar information).

1676 North California Blvd., Suite 400 Walnut Creek, California 94596 T: (925) 937-0980 F: (925) 947-3177

3. No message center display may include any illumination or message change that is in motion or appears to be in motion or that changes in intensity or exposes its message for less than four seconds. No message center display may be placed within 1,000 feet of another message center display on the same side of the highway.

4. The sign must conform to local planning ordinances and zoning requirements.

A deviation from the above conditions would require an Outdoor Advertising Permit from Caltrans. For example, if other off-site businesses are advertised on the structure, an "off-premise" sign permit from Caltrans will be required. Because this segment of I-80 is classified as a Landscaped Freeway, Caltrans would likely deny a request that does not conform to the above.
In addition, business advertisement signs that are located within 660 feet of the state right of way, as is the case for the Gateway shopping center sign, are restricted by size and by lighting that could cause driving impairments for highway motorists:

1. Advertising displays may not be placed that exceed 1,200 square feet in area with a maximum height of 25 feet and a maximum length of 60 feet, including border and trim, and *excluding* base or apron supports and other structural members.

2. Advertising displays may not be placed that are so illuminated that they interfere with the effectiveness of, or obscure any official traffic sign, device, or signal.

3. Any advertising display shall not cause glare or impair the vision of any driver, or interfere with any driver's operation of a motor vehicle.

Because general outdoor advertising is carefully regulated by California law, we outlined your proposal to Mr. George Anzo, Caltrans Northern California Regional Outdoor Advertising representative in Sacramento. He confirmed that the Gateway Shopping Center sign, as proposed, would not be regulated by Caltrans. The Caltrans Bay Area District 4 Office Chief for Permits also stated that a permit would not be required.
If you find you have additional questions, please feel free to call me or Cheryl Nevares, Project Manager, at (925) 937-0980. Thank you for the opportunity to be of service.

Very truly yours,

Teresa K.Q. Bowen

TKQB/ejm

ATTACHMENT E

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FEB 02 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

INFORMATION BULLETIN
#03-001

Date Issued: June 20, 2003

SUBJECT: ENCROACHMENTS INTO OR ON PIPELINE EASEMENTS

The purpose of this informational bulletin is to delineate the position of the State Fire Marshal regarding encroachments onto the pipeline easements.

Section 51014.6 of the California Government Code states, " (a) Effective January 1, 1987, no person, other than the pipeline operator, shall do any of the following with respect to any pipeline easement: (1) Build, erect, or create a structure or improvement within the pipeline easement or permit the building, erection, or creation thereof. (2) Build, erect, or create a structure, fence, wall, or obstruction adjacent to any pipeline easement which would prevent complete and unimpaired surface access to the easement, or permit the building, erection, or creation thereof. (b) No shrubbery or shielding shall be installed on the pipeline easement which would impair aerial observation of the pipeline easement. This subdivision does not prevent the revegetation of any landscape disturbed within a pipeline easement as a result of construction the pipeline and does not prevent the holder of the underlying fee interest or the holder's tenant from planting and harvesting seasonal agricultural crops on a pipeline easement. (c) This section does not prohibit a pipeline operator from performing any necessary activities within a pipeline easement, including, but not limited to, the construction, replacement, relocation, repair, or operation of the pipeline.

It is the position of the State Fire Marshal that nothing shall encroach into or upon the pipeline easement, which would impede the pipeline operator from complete and unobstructed surface access along the pipeline right of way. Nor shall there be any obstructions, which would shield the pipeline right of way from observation. In the interest of public safety and the protection of the environment, it is imperative that the pipeline operator visually assesses the conditions along the easement to ensure the integrity of the pipeline.

It is the responsibility of the pipeline operator to ensure they have unimpeded surface access and to be able to physically observe all portions of their pipeline rights of way. In cases where this is not possible, the pipeline operator shall inform the State Fire Marshal. The State Fire Marshal shall in conjunction with the pipeline operator resolve the issue.

Questions regarding the issue of pipeline encroachment can be addressed to:

Bob Gorham, Chief
Cal Fire/State Fire Marshal
Pipeline Safety Division
3950 Paramount Blvd. Suite 210
Lakewood, CA 90712

(562) 497-9100
(562) 497-9104 (fax)
bob.gorham@fire.ca.gov

KINDER MORGAN
ENERGY PARTNERS, L.P.
SFPP, L.P.

SFPP, L.P.
Operating Partnership

December 15, 2014

ENG 4-2-1 (8.3 to 8.5 – 8)
File Reference #14-944-1

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FEB 02 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

Sonny Antonio
CEO/ Founder
Sunshine Design
Suite B
324 Campus Lane
Fairfield CA 94534

Re: Gateway Shopping Center Project – 1300 and 1400 Pinole Valley Road and Two Unaddressed Parcels east of Pinole Valley Road between I-80 and Henry Avenue

Dear Mr. Antonio:

This is in reply to your email dated November 13, 2014, concerning the above referenced project in the City of Pinole, California.

Enclosed is a copy of drawing 485008RMCC (LS 8), sheet 26; which depicts the general alignment of Kinder Morgan's (KM) active 8-inch high pressure refined petroleum products pipeline.

In the interest of public safety and for pipeline protection, the following provisions must be considered in the design and subsequent construction of improvements near KM pipelines.

1. Adherence to applicable provisions enumerated in the enclosed copy of (a) L-OM200-29 "Guidelines for Design and Construction" relating to proposed projects affecting KM pipelines and (b) copy of Information Bulletin #03-001, issued from the Office of the State Fire Marshal concerning encroachments within and adjacent to pipeline easements.

2. Exact pipeline location can only be determined by pothole at maximum 50 feet intervals (or as required by the on-site KM representative). The pothole work must be performed by hand excavation and in the presence of a pipeline representative.

3. Notify KM Area Manager, Ms. Nicole Stewart (707) 816-1907, at least two weeks prior to commencement of work. Ms. Stewart will arrange for a pipeline representative to be present during work near the pipeline.

To avoid delays in response to future correspondence, please refer to File Reference #14-944.

Sincerely,

Original signed by
P. P. Martin

P. P. Martin
Manager - Pipeline Engineering

T: Quinn/letters/ENG4-2-1/14-944-1/bn

Enclosures

cc: N. A. Stewart w/copy of inquiry

bcc: D. K. Schminke
P. G. Murphy
M. E. Esquibel

Payne, Karly PLS. EXPEDITE

From: Sonny Antonio <s.antonio@sunshinedesignllc.net>
Sent: Thursday, November 13, 2014 4:10 PM
To: Payne, Karly
Cc: Derek Antonio; Snead, Brian
Subject: Pinole Phillips Line and Kinder Morgan Line
Attachments: 2191site.pdf; incomplete letter gateway project 8-6-14.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Gateway Shopping Center Project
1300 and 1400 Pinole Valley Road and two unaddressed parcels
east of Pinole Valley Road between Interstate 80 and Henry Avenue

Dear Sirs/Madam
Our client has a project , plans attached in the City of Pinole.
You have your lines on this property with an existing easement.
We would like that you review the attached letter and plans and share with us any concerns you might have.
Your information is a part of our entitlement process.
We wish to know that what we are planning meets all the requirements for the pipeline existing. We feel that our building location is out of the easement and any issues.
A letter stating we are meeting your requirements will help us with the City of Pinole
Please contact me with any questions

Thank you for your time
Sonny Antonio
CEO/Founder
Sunshine Design PipelineInquiries@KinderMorgan.com,
324 Campus Lane Suite B
Fairfield, Ca. 94534

707-429-5858 x 21
Cell 925-250-9389

485008RMCC
LS 8 DWG N SHT 2R MP 8.3108.5
LS ____ DWG ____ SHT ____ MP ____
LS ____ DWG ____ SHT ____ MP ____
County CONTRA COSTA Reference Greenspatial
BN

PLEASE REVIEW ALL ATTACHED INFO BUT SEND REPLY TO SONNY ANTONIO AT SUNSHINE DESIGN
KP 12/2/14

From: Sonny Antonio
Sent: Monday, September 29, 2014 3:51 PM
To: 'kristin.finefrock@p66.com'; 'sneadb@kindermorgan.com'
Cc: Derek Antonio
Subject: Pinole Phillips Line and Kender Morgan Line

Kristin and Brian
Per our conversation today, attached is the plan that is proposed for the job site we discussed.
Please let us know about all the easements , RW's and any other concerns.
your attention to this is appreciated.
Thank you
Sonny Antonio
CEO/Founder
Sunshine Design
324 Campus Lane Suite B
Fairfield, Ca. 94534

707-429-5858 x 21
Cell 925-250-9389

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NOV 13 2014
14-944
N

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

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CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

Name of Company: _____

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the ROW Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM hazardous liquids pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement
- No pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM pipelines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires. Equipment excavating within ten (10) feet of KM Pipelines will have a plate guard installed over the teeth to protect the pipeline.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to observe any construction activities within ten (10) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within two (2) feet of KM pipelines, valves and fittings unless State requirements are more stringent. However, proceed with extreme caution when within three (3) feet of the pipe.
- A KM representative will monitor construction activity within 25 feet of KM facilities during and after the activities to verify the integrity of the pipeline and to ensure the scope and conditions agreed to have not changed. Monitoring means to conduct site inspections on a pre-determined frequency based on items such as: scope of work, duration of expected excavator work, type of equipment, potential impact on pipeline, complexity of work and/or number of excavators involved.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
  KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

  No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.

- KM personnel shall install all test leads on KM facilities.

- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**

1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
2. Employer's Liability Insurance, with limits of not less than **$1,000,000** per occurrence and **$1,000,000** disease each employee.
3. Commercial General Liability Insurance with a combined single limit of not less than **$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **$1,000,000.** If necessary, the policy shall be endorsed to provide contractual liability coverage.
5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **$5,000,000** each occurrence.
6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less then **$2,000,000** per occurrence.
7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **$5,000,000** per occurrence.

ATTACHMENT F

DRAFT 01-12-15(BWS)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City of Pinole
2131 Pear Street
Pinole, CA 94564
Attn: City Manager

Exempt from Recording Fees
Pursuant to Government
Code Sections 6103 and 27383

APNs: 401-41-017, 401-211-032, 401-211-034 (Space Above This Line Reserved for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PINOLE

AND

THOMAS GATEWAY, LLC

"GATEWAY SHOPPING CENTER"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Development Agreement**" or this "**Agreement**") is entered into as of _____, 2015 (the "**Agreement Date**") by and between the City of Pinole, a municipal corporation ("**City**"), and Thomas Gateway, LLC, a California limited liability company ("**Developer**"). City and Developer are referred to individually as "**Party**," and collectively as the "**Parties**."

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of City and Developer.

A. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development, and discourage investment in and commitment to comprehensive planning that would make maximum efficient utilization of resources at the least economic cost to the public.

B. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (the "**Development Agreement Legislation**"), which authorizes City to enter into a development agreement for real property with any person having a legal or equitable interest in such property in order to establish certain development rights in the property.

C. The Successor Agency to the Redevelopment Agency of the City of Pinole (the "**Successor Agency**") is the owner of certain property located in the City, known as County Assessor's Parcel Numbers 401-41-017 (the "**Gateway West Parcel**"), 401-211-032, and 401-211-034 (together, the "**Gateway East Parcel**," and collectively with the Gateway West Parcel, the "**Property**"), as more particularly described in Exhibit A attached hereto, and as diagrammed in Exhibit B attached hereto.

D. The Property was originally purchased by the former Redevelopment Agency of the City of Pinole (the "**Redevelopment Agency**") in accordance with Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*) for future development.

E. On February 1, 2012, Redevelopment Agency was dissolved pursuant to Part 1.85 of Division 24 of the California Health and Safety Code (the "**Dissolution Law**"), and, by operation of law, all of the Redevelopment Agency's assets, properties, contracts, leases, books and records, buildings and equipment were transferred to Successor Agency. (Health & Saf. Code § 34175(b).)

F. The Dissolution Law requires Successor Agency to prepare a long-range property management plan ("**LRPMP**") that addresses the disposition and use of all of former Redevelopment Agency's real property assets, including the Property. (Health & Saf. Code § 34191.5(b).) Successor Agency may transfer the Property to City for future development if Successor Agency's long-range property management plan directs the use or liquidation of the

Property for a project identified in an approved redevelopment plan, and the City of Pinole Oversight Board ("**Oversight Board**") and California Department of Finance ("**Department**") approve the transfer.

G. On September 16, 2014, Successor Agency prepared a LRPMP in compliance with Health and Safety Code Section 34191.5. The LRPMP calls for the Property to be transferred to the City for subsequent conveyance to Developer for development of the Property into a grocery anchored shopping center with a Sprouts Farmer's Market ("**Sprouts**") on the Gateway West Parcel and retail, restaurant and other uses permitted hereunder on the Gateway East Parcel and the Gateway West Parcel as more particularly described in Section 1.4 below, the "**Project**").

H. On October 1, 2014, the Oversight Board approved the Successor Agency's LRPMP, and on October 2, 2014, the Successor Agency submitted the LRPMP, as approved by the Oversight Board, to the Department for further review and approval.

I. Concurrently herewith, City and Developer are entering into a Lease and Purchase Option Agreement (the "**Lease Agreement**") providing, among other things, for City to lease the Property to Developer for a term of forty (40) years for development of the Project. The Lease Agreement includes an option to renew three (3) times, for additional ten (10) year periods, and an option to purchase the Property. An executed copy of the Lease Agreement is attached to this Agreement as Exhibit I and incorporated herein by this reference.

J. Because City cannot lease and Developer cannot develop, the Property until Successor Agency transfers the Property to City for future development pursuant a duly approved LRPMP, Department's approval, or deemed approval following expiration of the applicable time period for Department review, of Successor Agency's LRPMP and City's entry into compensation agreements with affected taxing agencies (if and to the extent required by applicable law) are conditions precedent to the effectiveness of the Lease Agreement.

K. The complexity, magnitude and long-range nature of the Project would be difficult for Developer to undertake if City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project. As a result of the execution of this Development Agreement, both Parties can be assured that, upon satisfaction of the Conditions Precedent to Effectiveness set forth in the Lease Agreement, the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project.

L. City has determined that by entering into this Development Agreement: (1) City will ensure the productive use of property and foster orderly growth and quality development in City; (2) development will proceed in accordance with the goals and policies set forth in the City of Pinole General Plan (the "**General Plan**") and will implement City's stated General Plan policies; (3) City will receive substantially increased property tax revenues; and (4) City will benefit from increased commercial and employment opportunities for residents of City that are created by the Project.

M. Developer has applied for, and City has granted, the Project Approvals (as defined in Section 1.6) in order to protect the interests of its citizens in the quality of their community and environment.

N. City has also undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*, hereinafter "**CEQA**"), the required analysis of the environmental effects that would be caused by the Project and has determined those feasible mitigation measures which will eliminate, or reduce to a less than significant level, the adverse environmental impacts of the Project. City has also adopted a mitigated negative declaration and mitigation monitoring and reporting program (the "**MMRP**") to ensure that those mitigation measures completed in conjunction with Project development. Those mitigation measures for which Developer is responsible are incorporated into, and required by, the Project Approvals.

O. In addition to the Project Approvals, the Project may require various additional land use and construction approvals, termed Subsequent Approvals (as defined in Section 1.6.4), in connection with development of the Project.

P. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan and the Three Corridors Specific Plan.

Q. On _____, 2015, the City of Pinole's Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of development agreement review, recommended approval of this Development Agreement pursuant to Resolution No. ____.

R. On _____, 2015, the City of Pinole City Council (the "**City Council**") adopted its Ordinance No. ____ (the "**Approving Ordinance**") approving this Development Agreement and authorizing its execution. The Approving Ordinance will take effect on _____, 2015 (the "**Effective Date**").

S. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Development Agreement is appropriate. This Development Agreement will eliminate uncertainty regarding Project Approvals (including the Subsequent Approvals), thereby encouraging planning for, investment in and commitment to develop the Property in a manner beneficial to the City and surrounding properties. Continued use and development of the Property will in turn provide substantial employment and property tax benefits, and contribute to the provision of needed infrastructure enhancements and public benefits, thereby achieving the goals and purposes for which the Development Agreement Legislation was enacted and ensuring consistency with the City's General Plan.

T. The terms and conditions of this Development Agreement have undergone extensive review by City staff, the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the City General Plan and the Development Agreement Legislation, and, further, the City

Council finds that the economic interests of City's residents and the public health, safety and welfare will be best served by entering into this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Developer agree as follows:

ARTICLE 1.
GENERAL PROVISIONS

1.1. Parties.

1.1.1. City. City is a California municipal corporation, with offices located at 2131 Pear Street, Pinole, CA 94564. "**City**," as used in this Development Agreement, includes the City of Pinole and any assignee of or successor to its rights, powers and responsibilities.

1.1.2. Developer. Developer is a limited liability company, with offices located at 3100 Oak Rd., Suite 140, Walnut Creek, CA 94597. "**Developer**," as used in this Development Agreement, includes any permitted assignee or successor-in-interest as herein provided.

1.2. Property Subject to this Development Agreement.

The Property known as APN 401-41-017, 401-211-032, and 401-211-034, as more particularly described in Exhibit A and shown in Exhibit B, is subject to this Development Agreement.

1.3. Term of the Agreement.

The term ("**Term**") of this Development Agreement will commence upon the Effective Date and shall continue in full force and effect for a period of fifteen (15) years, unless earlier terminated as provided in this Agreement; provided, however, if the Commencement Date of the Lease Agreement has not occurred on or before December 31, 2015, this Development Agreement shall terminate as of such date and thereafter neither Party shall have any further rights or obligations hereunder. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Project and obtain the benefits of the Project.

1.4. The Project.

1.4.1. General. Developer intends to construct, a grocery anchored shopping center accompanied by retail, restaurant and other uses, together with automobile and bicycle parking and other ancillary improvements described in this Section 1.4.

1.4.2. Improvements.

a. Gateway West. Developer intends to construct a Sprouts Farmer's Market on the Gateway West Parcel, together with restaurant(s) and/or other retail shopping.

b. Gateway East. Developer intends to develop the Gateway East Parcel with restaurant(s), retail shopping and other uses permitted by the Project Approvals.

1.4.3. Parking. Parking will be subject to the following restrictions: (a) that certain Reciprocal Easement Agreement and Declaration of Covenants, Conditions and Restrictions Running with the Land (Pinole Gateway East) recorded on December 15, 2005 as document number 2005-0581446-00 in the official records of Contra Costa County (the "**East Declaration**"); (b) that certain Reciprocal Easement Agreement and Declaration of Covenants, Conditions and Restrictions Running with the Land (Pinole Gateway West) recorded on December 10, 2003 as document number 2003-0596662-00 in the official records of Contra Costa County(the "**West Declaration**") and (c) a non-exclusive access, parking and utility easement (the "**Non-exclusive Easement**") reserved for the benefit of adjacent property, located on Assessor's Parcel No. 401-41-017. Copies of the East and West Declarations are attached hereto as Exhibits C-1 and C-2, and a copy of the Non-exclusive Easement is attached hereto as Exhibit C-3. Pursuant to the Lease Agreement, City has assigned to Developer City's rights, privileges and power under the West Declaration (including those right, privileges and powers as Declarant and Maintenance Director). City has not transferred or assigned the East Declaration to Developer, but has agreed to various covenants and restrictions relating to the East Declaration in the Lease Agreement.

1.4.4. Landscaping. Developer acknowledges that a portion of the Property is subject to that certain Landscape and Lighting District for which Developer will be responsible for annual payments relating to the Property. For the portion of the Property that is not subject to the Landscape and Lighting District, Developer shall construct and maintain landscaping in conformity with the Pinole Municipal Code. City has the right to review, modify and conditionally approve the landscaping plan prior to construction, pursuant to the terms of the Lease Agreement. Developer must maintain the Property in a condition consistent reasonably acceptable to the City Developer's failure to maintain the Property in such condition shall, following notice and expiration of applicable cure periods, constitute an "Event of Default" under Section 5.1 below.

1.4.5. Maintenance. If Developer exercises its option under the Lease Agreement and purchases the Property, City and Developer will enter into a separate maintenance agreement that will set forth the requirements of Developer to maintain the Property, including but not limited to all landscaping, all buildings and the public art.

1.4.6. Public Art. Developer shall finance and place public art at appropriate locations on the Property in conformance with the General Plan and to achieve the design objectives of the Three Corridors Specific Plan and/or provide funding for Art at other locations within the City.

a. The amount to be used to fund the public art will be calculated as at least one percent (1%) of the Developer's hard construction cost budget for the Project (excluding the hard costs of any tenant improvement work to be undertaken by tenants thereof) (the "**Public Art Fund**") as determined by the City in consultation with the Developer and project contractor at the time the Developer enters into an agreement with the general contractor.

b. Eligible expenses for the Public Art Fund include: art and artist selection process, site preparation, design, acquisition and/or construction of the art works. The City shall develop a Public Art Policy and Procedure which will outline the process for selection of an artist as well as approval of the artwork. The City will consult and coordinate with Developer throughout the entirety of the artist and art selection process. The location of the features will be subject to design review and approval by the Planning Commission; provided, however, Developer's right to develop, construct, use and occupy the Project or any portion thereof or to obtain any certificate of occupancy shall not be conditioned or delayed in any manner, by Planning Commission design review and approval of any public art. Certain landscaping features, if appropriately designed and in consultation with an appropriate artist, may also be considered art under these provisions, including but not limited to water features, open space seating, activity area amenities, lighting and special paving installations.

1.4.7. Pylon Sign. Developer may construct a pylon sign for the Property as substantially shown on Exhibit F-2 (and Exhibit I-2 to the Lease Agreement) approximately 75 feet in height on the Gateway East Parcel in the approximate location shown on Exhibit B(the "**Gateway East Pylon Sign**") provided (a) Developer obtains all Final Signage Approvals and (b) such Final Signage Approvals are obtained before the Outside Pylon Sign Construction Commencement Date (as defined below). As used herein, (a) "**Final Signage Approvals**" means all Final Approvals needed by Developer to construct and operate the Gateway East Pylon Sign or various elements thereof, including but not limited to any Final Approvals required by CalTrans and by the Planning Commission; and (b) "**Outside Pylon Sign Construction Commencement Date**" means the last date as reasonably determined by Developer by which construction of the Gateway East Pylon Sign must be commenced for Developer to complete the Gateway East Pylon Sign and the Developer panels thereon as required by Sprouts and other tenants of the Property under their respective subleases without Developer incurring a penalty under such sublease or subleases for failing to complete such work. Developer shall diligently and in good faith attempt to secure all Final Signage Approvals no later than the Outside Pylon Sign Construction Commencement Date and, if such approvals are obtained, Developer shall diligently commence the construction and completion of the Gateway East Pylon Sign. If Developer does not obtain approval from Caltrans and the Planning Commission, or the City Council, if appealed, to construct the Gateway East Pylon Sign, Developer may apply for the right to construct a comparable Pylon Sign for the Property up to 75 feet in height on the Gateway West Parcel in the approximate location shown on Exhibit F-1 (the "**Gateway West Pylon Sign**"). Construction of the Pylon Sign on the Gateway West Parcel shall be subject to review and approval by the Planning Commission and/or the City Council, as applicable, not to be unreasonably withheld, conditioned or delayed. "**Pylon Sign**" as used herein means, as between the Gateway East Pylon Sign and the Gateway West Pylon Sign, the pylon sign Developer actually constructs. Notwithstanding anything to the contrary in this Development Agreement, City and Developer acknowledge and agree as follows: (a) the signage panels bearing the names or logos of tenants or occupants from both sides of the Pylon Sign may be displayed on either pylon sign constructed by Developer hereunder; (b) City reserves the right to review and approve the design elements of the Pylon Sign as Project Approvals under the Development Agreement; and (c) Developer shall allow each Adjacent Sign Permittee (as defined below) who has not previously declined the signage opportunity to place sign panels on the Pylon Sign provided, (i) those sign panels shown on Exhibit I-2 to the Lease Agreement and designated exclusively for tenants/occupants of the Property (the "**Reserved Sign Panels**") are

for the exclusive use of tenants/occupants on the Property; (ii) the sign panels for the Adjacent Sign Permittees are in a lower position to those shown on Exhibit I-2 to the Lease Agreement and are no larger than the 2 smallest Reserved Sign Panels if the Adjacent Sign Permittee tenant is not a major retailer; (iii) if Adjacent Sign Permittee is a major retailer, the sign panel will be placed below and shall be of equal size to that of "Sprouts"; (iv) the City approves enough sign panels on the Pylon Sign for all Adjacent Sign Permittees; (v) each Adjacent Sign Permittee placing a sign panel on the Pylon Sign agrees to pay and/or reimburse Developer (and enter into an agreement with Developer with respect thereto and the Pylon Sign in a form reasonably acceptable to Developer) for a pro rata share of the costs incurred by Developer (including interest) to develop (including obtaining all necessary approvals), construct, operate (including utilities), maintain, insure and repair the Pylon Sign, with such pro rata share to be based on the percentage of the sign that the Adjacent Sign Permittee's signage occupies thereon as compared to the signage occupied by other tenants/occupants depicted on such sign; and (vi) each Adjacent Sign Permittee exercises its right to place a sign panel on the Pylon Sign no later than one (1) year after the date the Pylon Sign has been constructed and the first sign panel has been placed thereon. "**Adjacent Sign Permittee**" means any party occupying premises in excess of 5,000 square feet in a building located in the area bounded by Henry St., Pinole Valley Blvd. and Highway 880, excluding any party occupying those properties currently used by Kaiser.

1.4.8. Bus Turnout. As part of the Project and as required under the Project Approvals, Developer shall construct a bus turnout on the northeast corner of Henry and Pinole Valley Road, as depicted on Exhibit H.

1.4.9. Landscaping between Property's Parcel Line & A/C Path Near Creek. The Developer shall construct onsite and offsite trail improvements along Pinole Creek. The improvements shall include fencing, native landscaping, lighting, signage, seating, and other amenities along the western boundary of the Gateway Shopping Center and within the right of way of the Contra Costa Flood Control District. Trail improvements shall also include re-paving the asphalt trail immediately west of the project site, new fencing within the city's right of way of Henry Avenue at Pinole Creek, and trailhead improvements where the existing trail connects to Henry Avenue, immediately adjacent to the project site. The plans shall be submitted for review and approval to the City of Pinole and Contra Costa Flood Control District prior to construction.

1.4.10. Use Limitations.

a. Prohibited Uses. The following uses shall not be permitted in the Project: massage parlors of any kind, office use (other than support offices incidental to the conduct of occupants' businesses); Fast Food Restaurant Use (as defined in the Lease Agreement hereunto attached); Entertainment Use (~~as defined in the Lease Agreement~~as defined in the Lease Agreement hereunto attached); Training or Education Use (~~as defined in the Lease Agreement~~as defined in the Lease Agreement hereunto attached); gas station use, tire, auto and battery use (except electric charging stations for cars shall be permitted); "second hand" or "surplus" store use (except (i) the prohibition on second hand shall not prohibit the sale of quality used goods such as antiques and (ii) the prohibition on "surplus" stores shall not apply to retailers selling overstocked, excess or discontinued merchandise); laundry or laundromat use

(unless hazardous materials are not used on premises in connection with such uses); or dry cleaning plant.

b. Nuisance. Developer shall not use or permit the use of any portion of the Project for any offensive, noisy or dangerous trade, business manufacturing activity or occupation; for any activity which constitutes a nuisance or violated public policy; for any activity which physically interferes with the business of any other occupant; in violation of any law, ordinance rule or regulation of any governmental authority with jurisdiction over any portion of the Project; for any promotions, "sidewalk sales," occupant sales outside the exterior walls of any building (except sidewalk and outdoors sales shall be permitted in the normal course of a subtenant's operations and in a manner with is typical of operations in similar first-class shopping centers); or for any other use not compatible with the operation of a first-class shopping center with a balanced and diversified grouping of retail stores, merchandise and services, maintained in accordance with the standards of this Development Agreement.

1.5. Local Hiring Requirements. Developer agrees to use reasonable efforts to hire locally in developing the Project as set forth in City's local hiring policy. Developer shall endeavor in good faith to pay competitive wages and benefits for all crafts and trades employed in the development of the Project, relative to similar construction projects in the Bay Area region, and shall require that all contractors and subcontractors employed in the development of the Project do likewise.

1.6. Project Approvals.

Developer has applied for and obtained various environmental and land use approvals and entitlements related to the development of the Project, as described below. For purposes of this Development Agreement, the term "**Project Approvals**" means all of the approvals, plans and agreements described in this Section 1.6 and shall include all Project Approvals to (i) construct an approximately 27,000 sq. ft. prototypical Sprouts Farmer's Market store building ("**Sprouts 2013 Prototype Building Set, dated November 8, 2013**"), (ii) operate a typical Sprouts Farmer's Market retail business therein, (iii) construct one of the two pylon signs described in Section 1.4.7 above, and (iv) construct and operate those other improvements as more fully set forth and described in that certain City of Pinole Development Application submitted by Developer to the City on July 11, 2014, together with those plans and other information reference on Exhibit G attached which Developer submitted with such Development Application. City and Developer agree to work diligently and in good faith toward appropriate planning entitlements and building permit approvals for each phase of construction.

1.6.1. Mitigated Negative Declaration. The Mitigated Negative Declaration, which was prepared pursuant to CEQA, was adopted by the Planning Commission on _____, ~~2014~~2015, by Resolution No. _____ (the "**MND**") including the accompanying MMRP and by the City Council on _____, 2015 by Resolution No. _____.

1.6.2. Development Agreement. On _____, 201_, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. _____, approved this Development Agreement and authorized its execution.

1.6.3. ***Other Concurrent Project Approvals:*** In order to develop the project as contemplated in this Development Agreement, the following land use approvals shall be required: Design review, Conditional Use Permit for Sign Program, Conditional Use Permit for alcohol sales at the grocery store, Conditional Use Permit for a drive through at the coffee shop, Conditional Use Permits for outdoor dining at coffee shop, grocery store, and retail shop space building, and Conditional Use Permit for outdoor merchandise sales at grocery store.

~~1.6.3.~~1.6.4. Subsequent Approvals. In order to develop the Project as contemplated in this Development Agreement, the Project may require land use approvals, entitlements, development permits, and use and/or construction approvals other than those listed in Section 1.6 above, which may include, without limitation: development plans, amendments to applicable conditional use permits, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, encroachment permits, and amendments thereto and to the Project Approvals (collectively, **"Subsequent Approvals"**). At such time as any Subsequent Approval applicable to the Property is approved by the City, then such Subsequent Approval shall become subject to all the terms and conditions of this Development Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Development Agreement.

ARTICLE 2.
DEVELOPMENT OF THE PROPERTY

2.1. Project Development.

Developer shall have a vested right to develop the Project on the Property, in accordance with the Vested Elements (defined in Section 2.2).

2.2. Vested Elements.

The permitted uses of the Property, the minimum and maximum density, number of commercial and retail square footage, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development applicable to the Property are as set forth in:

a. The City of Pinole General Plan as of the Effective Date, including any General Plan Amendments ("**Applicable General Plan**");

b. The City of Pinole's Three Corridors Specific Plan as of the Effective Date;

c. The Zoning Ordinance of City on the Effective Date, subject to the reserved right of the City to adopt and enforce after the Effective Date and within the Project and

on the Property an amendment to its Zoning Ordinance disallowing Massage Parlors and/or Massage Therapy Establishments within the OPMU Zoning District, [~~Q. including the Zoning Amendment?~~] ("**Applicable Zoning Ordinance**");

d. Other rules, regulations, ordinances and policies of City applicable to development of the Property on the Effective Date, except for any and all fees applicable to the development, which shall be vested as set forth in Section 2.6.3 of this Agreement, (collectively, together with the Applicable General Plan and the Applicable Zoning Ordinance, the "**Applicable Rules**"); and

e. The Project Approvals, as they may be amended from time to time with Developer's consent;

and are hereby vested in Developer, subject to, and as provided in, the provisions of this Development Agreement (the "**Vested Elements**"). City hereby agrees to be bound with respect to the Vested Elements, subject to Developer's compliance with the terms and conditions of this Development Agreement.

2.3. Development Construction Completion.

2.3.1. Timing of Development; *Pardee* Finding. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Project Approvals, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

2.3.2. Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or final ~~subdivision~~ maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Development Agreement; provided, however, the provisions of this Section 2.3.2 shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

2.3.3. No Other Requirements. Nothing in this Development Agreement is intended to create any affirmative development obligations to develop the Project at all, or liability in Developer under this Development Agreement if the development fails to occur.

2.4. Effect of Project Approvals and Applicable Rules; Future Rules.

2.4.1. Governing Rules. Except as otherwise explicitly provided in this Development Agreement, development of the Property shall be subject to (a) the Project Approvals and (b) the Applicable Rules.

2.4.2. Changes in Applicable Rules; Future Rules.

a. To the extent any changes in the Applicable Rules, or any provisions of future General Plans, Specific Plans, Zoning Ordinances or other rules, regulations, ordinances or policies (whether adopted by means of ordinance, initiative, referenda, resolution, policy, order, moratorium, or other means, adopted by the City Council, Planning Commission, or any other board, commission, agency, committee, or department of City, or any officer or employee thereof, or by the electorate) of City (collectively, "**Future Rules**") are not in conflict with the Vested Elements, such Future Rules shall be applicable to the Project.

b. To the maximum extent permitted by law, City shall prevent any Future Rules from invalidating or prevailing over all or any part of this Development Agreement, and City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Development Agreement remains in full force and effect. City shall not support, adopt or enact any Future Rule, or take any other action which would violate the express provisions or spirit and intent of this Development Agreement or the Project Approvals. Developer reserves the right to challenge in court any Future Rule that would conflict with the Vested Elements or this Development Agreement or reduce the development rights provided by this Development Agreement.

c. A Future Rule that conflicts with the Vested Elements shall nonetheless apply to the Property if, and only if (i) consented to in writing by Developer; (ii) it is determined by City and evidenced through findings adopted by the City Council confirming that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety, that there are no feasible alternatives to the imposition of such change or provision and how such change or provision would alleviate the dangerous condition; (iii) it is required by changes in State or Federal law as set forth in Section 2.4.3 below; (iv) it consists of changes in, or new fees permitted by, Section 2.6; or (v) it is otherwise expressly permitted by this Development Agreement.

d. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Project Approvals and Applicable Rules, one (1) set for City and one (1) set for Developer. If it becomes necessary in the future to refer to any of the Project Approvals or Applicable Rules, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Project Approvals and Applicable Rules.

2.4.3. Changes in State or Federal Laws. In accordance with California Government Code Section 65869.5, in the event that state or federal laws or regulations enacted after the Effective Date ("**State or Federal Law**") prevent or preclude compliance with one or more provisions of this Development Agreement, the Parties shall meet in good faith to

determine the feasibility of any modification or suspension of this Development Agreement that may be necessary to comply with such State or Federal Law and to determine the effect such modification or suspension would have on the purposes and intent of this Development Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such State or Federal Law. In such an event, this Development Agreement, together with any required modifications, shall continue in full force and effect. In the event that the State or Federal Law operates to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement. In addition, Developer shall have the right to challenge (by any method, including litigation) the State or Federal Law preventing compliance with, or performance of, the terms of this Development Agreement and, in the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless (i) Developer fails to commence construction under valid permits within two (2) years of the commencement of the Term of this Development Agreement, or (ii) Developer fails to submit a written request to City prior to the expiration date of any construction permits for an extension of time as allowed under the Zoning Ordinance.

2.4.4. Conflicts. In the event of an irreconcilable conflict between the provisions of the Project Approvals (on the one hand) and the Applicable Rules (on the other hand), the provisions of the Project Approvals shall apply. In the event of a conflict between the Project Approvals (on the one hand) and this Development Agreement, in particular, (on the other hand), the provisions of this Development Agreement shall control.

2.5. Processing Subsequent Approvals.City will accept, make completeness determinations, and process, promptly and diligently, to completion all applications for Subsequent Approvals for the Project, in accordance with the terms of this Development Agreement.

2.5.2. Scope of Review of Subsequent Approvals. By approving the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its authority in considering any application for a discretionary Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions. The scope of the review of applications for Subsequent Approvals shall be limited to a review of substantial conformity with the Vested Elements and the Applicable Rules (except as otherwise provided by Section 2.4), and compliance with CEQA. Where such substantial conformity/compliance exists, City shall not deny an application for a Subsequent Approval for the Project.

2.6. Development Fees, Exactions; and Conditions.General. All fees, exactions, dedications, reservations or other impositions to which the Project would be subject, but for this Development Agreement, are referred to in this Development Agreement either as "**Processing Fees**" (as defined in Section 2.6.2) or "**Impact Fees**" (as defined in Section 2.6.3).

2.6.2. Processing Fees. "**Processing Fees**" mean fees charged on a citywide basis to cover the cost of City review of applications for any permit or other review by City departments. Applications for Subsequent Approvals for the Project shall be charged Processing Fees to allow City to recover its actual and reasonable costs of processing Developer's Subsequent Approvals with respect to the Project.

2.6.3. Impact Fees. "**Impact Fees**" means monetary fees, exactions or impositions, other than taxes or assessments, whether established for or imposed upon the Project individually or as part of a class of projects, that are imposed by City on the Project in connection with any Project Approval for the Project for any purpose, including, without limitation, defraying all or a portion of the cost of public services and/or facilities construction, improvement, or operation and maintenance attributable to the burden created by the Project. Any fee, exaction or imposition imposed on the Project which is not a Processing Fee is an Impact Fee. The Developer agrees to pay the specific Impact Fees listed in Exhibit D increased by 12.275% for this Project (the "**Negotiated Impact Fees**"); provided, however, if, after the Effective Date, the City revises its Impact Fees on a city-wide basis (as opposed to revising such fees on an ad hoc basis that applies solely to the Project), then the Developers, at its option, may elect to pay the revised Impact Fees instead of the Negotiated Impact Fees. Nothing in this Agreement shall constitute a waiver by the Developer of its right to challenge such city-wide changes in Impact Fees in accordance with applicable law provided that the Developer hereby waives its right to challenge the amount of the Negotiated Impact Fees solely on the basis of any vested rights that are granted under this Agreement and any vesting tentative maps approved pursuant to this Agreement. Except as otherwise expressly provided above, no Impact Fees other than the Negotiated Impact Fees shall apply to the Project.

2.6.4. Conditions of Subsequent Approvals.In connection with any Subsequent Approvals, City shall have the right to impose reasonable conditions including, without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Rules or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement.

b. No conditions imposed on Subsequent Approvals shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those already included in the MMRP or Project Approvals. In addition, any and all conditions imposed on Subsequent Approvals for the Project must comply with Sections 2.6.2 and 2.6.3 herein.

2.7. Life of Project Approvals and Subdivision Maps.

2.7.1. Life of Tentative Map. The terms of any tentative map for the Property, any amendment or reconfiguration thereto, or any subsequent tentative map, shall be automatically extended such that such tentative maps remain in effect for a period of time coterminous with the Term of this Development Agreement.

2.7.2. Life of Other Project Approvals. The term of all other Project Approvals, shall be automatically extended such that these Project Approvals remain in effect for a period of time at least as long as the Term of this Development Agreement.

2.7.3. Termination of Agreement. In the event that this Development Agreement is terminated prior to the expiration of the Term of the Development Agreement, the term of any tentative map or any other Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval (including any extensions), which shall commence to run on the date that the termination of this Development Agreement takes effect.

2.8. Further CEQA Environmental Review.

2.8.1. Reliance on Project MND. The MND, was adopted by City as being in compliance with CEQA, addresses the potential environmental impacts of the entire Project as it is described in the Project Approvals. It is agreed that, in acting on any discretionary Subsequent Approvals for the Project, City will rely on the MND to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and City will not require a new initial study, negative declaration, EIR or subsequent or supplemental EIR unless required by CEQA and will not impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the MMRP or specifically required by the Applicable Rules.

2.8.2. Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City shall conduct such CEQA review as expeditiously as possible.

2.9. Developer's Right to Rebuild.Developer may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Project become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the Vested Elements, shall comply with the Project Approvals, the building regulations existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

ARTICLE 3.
ANNUAL REVIEW

3.1. Annual Review.The annual review required by California Government Code Section 65865.1 will be conducted for the purposes and in the manner stated in those laws as further provided herein. As part of that review, City and Developer shall have a reasonable opportunity to assert action(s) that either Party believes have not been undertaken in accordance with this Development Agreement, to explain the basis for such assertion, and to receive from the other Party a justification for the other Party's position with respect to such action(s), and to take such actions as permitted by law. The procedure set forth in this Article shall be used by Developer and City in complying with the annual review requirement. The City and Developer agree that the annual review process will review compliance by Developer and City with the obligations under this Development Agreement but will not review compliance with other Project Approvals or other agreements between City and Developer.

3.2. Intentionally omitted.

3.3. Commencement of Process; Developer Compliance Letter.

At least fifteen (15) days prior to the anniversary of the Effective Date each year, Developer shall submit a letter to the Director of City's Community Development Department demonstrating Developer's good faith compliance with the material terms and conditions of this Development Agreement and shall include in the letter a statement that the letter is being submitted to City pursuant to the requirements of Government Code Section 65865.1.

3.4. ~~Community Development Director~~Development Services Director/City Engineer Review.

Within thirty (30) days after the receipt of Developer's letter, the ~~Community Development Director~~Development Services Director/City Engineer shall review Developer's submission and determine whether Developer has, for the year under review, demonstrated good faith compliance with the material terms and conditions of this Development Agreement. If Developer has demonstrated good faith compliance, than the ~~Community Development Director~~Development Services Director/City Engineer shall make such a finding and send a letter back to Developer describing the ~~Community Development Director~~Development Services Director/City Engineer's finding and any comments.

3.5. ~~Community Development Director~~Development Services Director/City Engineer Noncompliance Finding.

If the ~~Community Development Director~~Development Services Director/City Engineer finds and determines that there is substantial evidence that Developer has not complied in good faith with the material terms and conditions of this Development Agreement and that Developer is in material breach of this Development Agreement for the year under review, the ~~Community Development Director~~Development Services Director/City Engineer shall issue and deliver to Developer a written "**Notice of Default**" specifying in detail the nature of the failures in performance that the ~~Community Development Director~~Development Services Director/City Engineer claims constitutes material noncompliance, all facts demonstrating substantial evidence

of material noncompliance, and the manner in which such noncompliance may be satisfactorily cured in accordance with the Development Agreement. In the event that the material noncompliance is an Event of Default pursuant to ARTICLE 5 herein, the Parties shall be entitled to their respective rights and obligations under both ARTICLES 3 and 5 herein, except that the particular entity allegedly in default shall be accorded only one of the 60-day cure periods referred to in Sections 3.6 and 5.1 herein.

3.6. Cure Period.

If the ~~Community Development Director~~Development Services Director/City Engineer finds that Developer is not in compliance, the ~~Community Development Director~~Development Services Director/City Engineer shall grant a reasonable period of time for Developer to cure the alleged noncompliance. The ~~Community Development Director~~Development Services Director/City Engineer shall grant a cure period of at least sixty (60) days and shall extend the sixty (60) day period if Developer is proceeding in good faith to cure the noncompliance and additional time is reasonably needed. At the conclusion of the cure period, the ~~Community Development Director~~Development Services Director/City Engineer shall either (i) find that Developer is in compliance; or (ii) find that Developer is not in compliance.

3.7. Referral of Noncompliance to City Council.

The ~~Community Development Director~~Development Services Director/City Engineer shall refer the alleged default to the City Council if Developer fails to cure the alleged noncompliance to the ~~Community Development Director~~Development Services Director/City Engineer's reasonable satisfaction during the prescribed cure period and any extensions thereto. The ~~Community Development Director~~Development Services Director/City Engineer shall refer the alleged noncompliance to the City Council if Developer requests a hearing before the City Council. The ~~Community Development Director~~Development Services Director/City Engineer shall prepare a staff report to the City Council which shall include, in addition to Developer's letter, (i) demonstration of City's good faith compliance with the terms and conditions of this Development Agreement; (ii) the Notice of Default; and (iii) a description of any cure undertaken by Developer during the cure period.

3.8. Delivery of Documents.

At least five (5) days prior to any City hearing regarding Developer's compliance with this Development Agreement, City shall deliver to Developer all staff reports and all other relevant documents pertaining to the hearing.

3.9. City Council Compliance Finding.

If the City Council, following a noticed public hearing pursuant to Section 3.7, determines that Developer is in compliance with the material terms and conditions of this Development Agreement, the annual review shall be deemed concluded. City shall, at Developer's request, issue and have recorded a Certificate of Compliance indicating Developer's compliance with the terms of this Development Agreement.

3.10. City Council Noncompliance Finding.

If the City Council, at a properly noticed public hearing pursuant to Section 3.7, finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms or conditions of this Development Agreement and that Developer is in material breach of this Development Agreement, Developer will have a reasonable time determined by the City Council to meet the reasonable terms of compliance approved by the City Council, which time shall be not less than fifteen (15) days. If Developer does not complete the terms of compliance within the time specified, the City Council shall hold a public hearing regarding termination or modification of this Development Agreement. Notification of intention to modify or terminate this Development Agreement shall be delivered to Developer by certified mail containing: (i) the time and place of the City Council hearing; (ii) a statement as to whether City proposes to terminate or modify this Development Agreement and the terms of any proposed modification; and (iii) any other information reasonably necessary to inform Developer of the nature of the proceedings. At the time of the hearing, Developer shall be given an opportunity to be heard. The City Council may impose conditions to the action it takes as necessary to protect the interests of City; provided that any modification or termination of this Development Agreement pursuant to this provision shall bear a reasonable nexus to, and be proportional in severity to the magnitude of, the alleged breach, and in no event shall termination be permitted except in accordance with ARTICLE 5 herein.

3.11. Relationship to Default Provisions.

The above procedures supplement and do not replace that provision of Section 5.1 of this Development Agreement whereby either City or Developer may, at any time, assert matters which either Party believes have not been undertaken in accordance with this Development Agreement by delivering a written Notice of Default and following the procedures set forth in Section 5.1.

3.12. Reimbursement of City's Costs Incurred in Bringing About Cure

Developer shall be obligated to reimburse to City all costs, expenses, damages and attorneys' fees incurred as a result of any Developer default including all costs incurred in bringing about Developer's cure of any such default.

ARTICLE 4.
AMENDMENTS

4.1. Amendments to Development Agreement Legislation.

This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation as those provisions existed at the Effective Date. No amendment or addition to those provisions or any other federal or state law and regulation that would materially adversely affect the interpretation or enforceability of this Development Agreement or would prevent or preclude compliance with one or more provisions of this Development Agreement shall be applicable to this Development Agreement unless such amendment or addition is specifically required by the change in law, or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall

meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Development Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Development Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Development Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Development Agreement, and in the event such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect. The Term of this Development Agreement may be extended for the duration of the period during which such new law or regulation precludes compliance with the provisions of this Development Agreement.

4.2. Amendments to or Cancellation of Development Agreement.

This Development Agreement may be amended from time to time or canceled in whole or in part by mutual consent of both Parties in writing in accordance with the provisions of the Development Agreement Legislation. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver or change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that expressly refers to this Development Agreement and signed by the duly authorized representatives of both Parties. All amendments to this Development Agreement shall be approved by the Planning Commission and the City Council and will ~~automatically~~ become part of the Project Approvals.

4.3. Operating Memoranda.

The provisions of this Development Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Development Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 4.3 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 4.2 above. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of City.

4.4. Amendments to Project Approvals.

Notwithstanding any other provision of this Development Agreement, Developer may seek and City may review and grant amendments or modifications to the Project Approvals (including the Subsequent Approvals) subject to the following (except that the procedures for amendment of this Development Agreement are set forth in Section 4.2 herein).

4.4.1. Amendments to Project Approvals. Project Approvals (except for this Development Agreement the amendment process for which is set forth in Section 4.2) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion) and in accordance with Section 2.4. All amendments to the Project Approvals shall automatically become part of the Project Approvals, except to the extent such amendments are considered by the ~~Community Development Director~~Development Services Director/City Engineer, in his or her sole discretion, to constitute a major amendment. In such case, Developer consents to any major amendment's review before the Planning Commission for approval or recommendation to the City Council, whose review and approval or denial shall be final. The permitted uses of the Property, the minimum and maximum density and amount of square feet allocated to commercial and retail space or residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments, except those considered by the ~~Community Development Director~~Development Services Director/City Engineer to be a major amendment, shall be automatically vested pursuant to this Development Agreement, without requiring an amendment to this Development Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Rules, subject to Section 2.4. City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project without Developer's prior written consent unless a Project Approval has not been activated within two (2) years of commencement of the Term of this Development Agreement or a Project Approval has expired.

4.4.2. Administrative Amendments. Upon the request of Developer for an amendment or modification of any Project Approval, the ~~Community Development Director~~Development Services Director/City Engineer or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Development Agreement and the Applicable Rules. If the ~~Community Development Director~~Development Services Director/City Engineer or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Development Agreement and the Applicable Rules, the amendment or modification shall be determined to be an "**Administrative Amendment**," and the ~~Community Development Director~~Development Services Director/City Engineer or his or her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable

landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Rules and this Agreement.

ARTICLE 5.
DEFAULT, REMEDIES AND TERMINATION

5.1. Events of Default.

Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 9.2 hereof regarding permitted delays and a Mortgagee's right to cure pursuant to Section 8.3 hereof, any failure by either Party to perform any material term or provision of this Development Agreement (not including any failure by Developer to perform any term or provision of any other Project Approvals) shall constitute an "**Event of Default**," (i) if such defaulting Party does not cure such failure within sixty (60) days (such sixty (60) day period is not in addition to any (60) day cure period under Section 3.7, if Section 3.7 is applicable) following written notice of default from the other Party, where such failure is of a nature that can be cured within such sixty (60) day period, or (ii) if such failure is not of a nature which can be cured within such sixty (60) day period, the defaulting Party does not within such sixty (60) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure.

Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Event of Default, all facts constituting substantial evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Development Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Development Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any default under this Development Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Development Agreement.

5.2. Meet and Confer.

During the time periods specified in Section 5.1 for cure of a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the 60-day cure period referred to in Section 5.1 (even if the 60-day cure period itself is extended pursuant to Section 5.1) unless the Parties agree otherwise in writing.

5.3. Remedies and Termination.

If, after notice and expiration of the cure periods and procedures set forth in Sections 5.1 and 5.2, the alleged Event of Default is not cured, the non-defaulting Party, at its option, may institute legal proceedings pursuant to Section 5.4 of this Development Agreement and/or terminate this Development Agreement pursuant to Section 5.5 herein. In the event that this Development Agreement is terminated pursuant to Section 5.5 herein and litigation is instituted that results in a final decision that such termination was improper, then this Development Agreement shall immediately be reinstated as though it had never been terminated.

5.4. Legal Action by Parties.

5.4.1. Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto or to obtain any remedies consistent with the purpose of this Development Agreement. All remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Without limiting the foregoing, Developer reserves the right to challenge in court any Future Rules that would conflict with the Vested Elements or the Subsequent Approvals for the Project or reduce the development rights provided by the Project Approvals.

5.4.2. No Damages. In no event shall either Party, or its boards, commissions, officers, agents or employees, be liable in damages for any default under this Development Agreement, it being expressly understood and agreed that the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Development Agreement by the other Party, or to terminate this Development Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Development Agreement including, but not limited to obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Development Agreement by the other Party.

5.5. Termination.

5.5.1. Expiration of Term. Except as otherwise provided in this Development Agreement, this Development Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Development Agreement as set forth in Section 1.3.

5.5.2. Survival of Obligations. Upon the termination or expiration of this Development Agreement as provided herein, neither Party shall have any further right or obligation with respect to the Property under this Development Agreement except with respect to any obligation that is specifically set forth as surviving the termination or expiration of this Development Agreement. The termination or expiration of this Development Agreement shall not affect the validity of the Project Approvals (other than this Development Agreement) for the Project.

5.5.3. Termination by City. Notwithstanding any other provision of this Development Agreement, City shall not have the right to terminate this Development Agreement with respect to all or any portion of the Property before the expiration of its Term unless City complies with all termination procedures set forth in the Development Agreement Legislation and there is an alleged Event of Default by Developer and such Event of Default is not cured pursuant to ARTICLE 3 herein or this ARTICLE 5 and Developer has first been afforded an opportunity to be heard regarding the alleged default before the City Council and this Development Agreement is terminated only with respect to that portion of the Property to which the default applies.

ARTICLE 6.
COOPERATION AND IMPLEMENTATION

6.1. Further Actions and Instruments.

Each Party to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

6.2. Regulation by Other Public Agencies.

Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Development Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Development Agreement in all respects when dealing with any such agency regarding the Property. To the extent that City, the City Council, the Planning Commission or any other board, agency, committee, department or commission of City constitutes and sits as any other board, agency, commission, committee, or department, it shall not take any action that conflicts with City's obligations under this Agreement unless required to by any State or Federal law.

6.3. Other Governmental Permits and Approvals; Grants.

Developer shall apply in a timely manner in accordance with Developer's construction schedule for the permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. Developer shall comply with all such permits, requirements and approvals. City shall cooperate with Developer in its endeavors to obtain (a) such permits and approvals and (b) any grants for the Project for which Developer applies.

6.4. Cooperation in the Event of Legal Challenge.

6.4.1. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

6.4.2. In the event of any administrative, legal or equitable action instituted by a third party challenging the validity of any provision of this Development Agreement, the procedures leading to its adoption, the Project Approvals for the Project or the portions of the LRPMP applicable to the Property and this Project ("**Initial Litigation Challenge**"), Developer and City each shall have the right, in its sole discretion, to elect whether or not to defend such action, to select its own counsel, and to control its participation and conduct in the litigation in all respects permitted by law. If an Initial Litigation Challenge is filed, upon receipt of the petition, the Parties will have 20 days to meet and confer regarding the merits of such Initial Litigation Challenge and to determine whether to defend against the Initial Litigation Challenge, which period may be extended by the Parties' mutual agreement so long as it does not impact any litigation deadlines.

If, after meeting and conferring, the Parties mutually agree to defend against the Initial Litigation Challenge, then the following shall apply: (i) the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law; (ii) for the purposes of cost-efficiency and coordination, the Parties shall first consider defending the Initial Litigation Challenge jointly, with counsel and under terms of joint representation mutually acceptable to the City and Developer (each in its sole discretion), at the Developer's sole cost and expense; and (iii) if the Parties cannot reach timely and mutual agreement on a joint counsel, and Developer continues to elect (in its sole discretion) to defend against the Initial Litigation Challenge, then Developer shall take the lead role defending such Initial Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice, in which case, City, at its expense, may elect to be separately represented by the outside legal counsel of its choice in any such action or proceeding. The City Manager is authorized to negotiate and enter into a joint defense agreement in a form acceptable to the City Attorney. Such joint defense agreement shall also provide that any proposed settlement of an Initial Litigation Challenge shall be subject to City's and Developer's approval, each in its reasonable discretion.

As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. If Developer elects, in its sole and absolute discretion, not to defend against the Initial Litigation Challenge, it shall deliver written notice to the City regarding such decision. If Developer elects not to defend, the City has the right, but not the obligation, to proceed to defend against the Initial Litigation Challenge and shall take the lead role defending such Initial Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice, at its sole cost and expense. If Developer elects not to defend, the City has the right, but not the obligation, to terminate this Agreement and consider the Developer's application for any related Project Approvals withdrawn. The City shall not settle any third party litigation of Project Approvals without Developer's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6.5. Revision to Project.

In the event of a court order issued as a result of a successful legal challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Vested Elements, or (ii) any conflict with the Vested Elements or frustration of the intent or purpose of the Vested Elements.

6.6. State, Federal or Case Law.

Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (a) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Development Agreement and (b) take such other actions as may be necessary to carry out in good faith the terms of this Development Agreement.

6.7. Defense of Agreement.

City shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Development Agreement. If this Development Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Development Agreement to render it valid and enforceable to the extent permitted by applicable law. Developer shall pay all of City's costs, including attorneys' fees and experts' costs, incurred to modify or defend this Development Agreement.

ARTICLE 7.
TRANSFERS AND ASSIGNMENTS

7.1. Right to Assign.

Provided City or Successor Agency is the owner of the Property, Developer may not sell, assign or transfer ("**Transfer**") in whole or in part its rights, duties and obligations under this Development Agreement, to any person or entity at any time during the Term of this

Development Agreement without the prior consent of City, which consent shall not be unreasonably withheld. If Developer has exercised its option to purchase, and owns the Property in fee, Developer may Transfer its rights, duties and obligations under this Development Agreement without the prior consent of City; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Development Agreement be at any time so transferred except through a transfer of the Property. In the event of a transfer of a portion of the Property, Developer shall have the right to Transfer its rights, duties and obligations under this Development Agreement that are applicable to the transferred portion, and to retain all rights, duties and obligations applicable to the retained portions of the Property. Upon Developer's request, City shall cooperate with Developer and any proposed transferee to allocate rights, duties and obligations under this Development Agreement and the Project Approvals among the transferred Property and the retained Property.

7.2. Release upon Transfer.

Upon the Transfer of Developer's rights and interests under this Development Agreement pursuant to Section 7.1, Developer shall automatically be released from its obligations and liabilities under this Development Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Development Agreement, provided that (i) Developer has provided to City written notice of such Transfer, and (ii) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Development Agreement with respect to that portion of the Property transferred. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Development Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Development Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferor and the transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Development Agreement between City and a transferor or a transferee shall only affect the portion of the Property owned by such transferor or transferee. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 7.3 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Development Agreement.

7.3. Covenants Run with the Land.

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Development Agreement shall be binding upon the Parties and their respective successors (by merger, reorganization, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all of the persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any

manner whatsoever, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Development 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. Each covenant to do, or refrain from doing, some act on the Property hereunder (i) is for the benefit of such Property and is a burden upon such Property, (ii) runs with such Property, (iii) is binding upon each Party and each successive owner during its ownership of such Property or any portion thereof, and (iv) each person or entity having any interest therein derived in any manner through any owner of such Property, or any portion thereof, and shall benefit the Property hereunder, and each other person or entity succeeding to an interest in such Property.

ARTICLE 8.
MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

8.1. Mortgagee Protection.

This Development Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Development Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

8.2. Mortgagee Not Obligated.

Notwithstanding the provisions of Section 8.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or by the Project Approvals and Applicable Rules.

8.3. Notice of Default to Mortgagee; Right of Mortgagee to Cure.

If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each

Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice.

8.4. No Supersedure.

Nothing in this ARTICLE 8 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Development Agreement, nor shall any provision of this ARTICLE 8 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 8.3.

8.5. Technical Amendments.

City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

ARTICLE 9.
MISCELLANEOUS PROVISIONS

9.1. Limitation on Liability.

Notwithstanding anything to the contrary contained in this Development Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Development Agreement by Developer, or for any amount which may become due to City under the terms of this Development Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Development Agreement by City or for any amount which may become due to Developer under the terms of this Development Agreement.

9.2. Force Majeure.

The Term of this Development Agreement and the Project Approvals and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock-outs and other labor difficulties, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, any development moratorium or any action of other public agencies that regulate land use, development or the provision of services prevents, prohibits or delays construction of the Project, enemy action, civil disturbances, wars, terrorist acts, fire, unavoidable casualties, litigation involving this Agreement or the Project Approvals, or any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project. Such extension(s) of time shall not constitute an Event of Default and shall occur at the

request of any Party. In addition, the Term of this Development Agreement and any subdivision map or any of the other Project Approvals shall not include any period of time during which (i) a development moratorium including, but not limited to, a water or sewer moratorium, is in effect; (ii) the actions of public agencies that regulate land use, development or the provision of services to the Property prevent, prohibit or delay either the construction, funding or development of the Project; or (iii) there is any mediation, arbitration, litigation or other administrative or judicial proceeding pending involving the Vested Elements, or Project Approvals. The Term of the Project Approvals shall therefore be extended by the length of any development moratorium or similar action; the amount of time any actions of public agencies prevent, prohibit or delay the construction, funding or development of the Project; or the amount of time to finally resolve any mediation, arbitration, litigation or other administrative or judicial proceeding involving the Vested Elements, or Project Approvals. Furthermore, in the event the issuance of a building permit for any part of the Project is delayed as a result of Developer's inability to obtain any other required permit or approval, then the Term of this Development Agreement shall be extended by the period of any such delay.

9.3. Notices, Demands and Communications Between the Parties.

Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic facsimile transmission followed by delivery of a "hard" copy to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section 9.3.

City: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attn: ~~Community Development Director~~Development Services Director/City Engineer/City Manager

with copies to: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attn: City Attorney

Developer: Thomas Gateway, LLC
3100 Oak Rd., Suite 140
Walnut Creek, CA 94597
Attn: Steven P. Thomas

with copies to: Thomas Gateway, LLC
3100 Oak Rd., Suite 140
Walnut Creek, CA 94597
Attn: Samuel B. Thomas

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by electronic facsimile transmission shall be deemed received upon receipt of sender of electronic confirmation of delivery, provided that a "hard" copy is delivered as provided above.

9.4. Project as a Private Undertaking; No Joint Venture or Partnership.The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. Nothing contained in this Development Agreement or in any document executed in connection with this Development Agreement shall be construed as making City and Developer joint venturers or partners.

9.5. Severability.

If any terms or provision(s) of this Development Agreement or the application of any term(s)or provision(s) of this Development Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Development Agreement or the application of this Development Agreement to other situations, shall remain in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Developer (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice of such termination to City.

9.6. Section Headings.

Article and Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

9.7. Construction of Agreement.

This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

9.8. Entire Agreement.

This Development Agreement, including the Recitals, and exhibits attached hereto and incorporated by reference herein, together with the Project Approvals, constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The exhibits and appendices are as follows:

Exhibit A	Legal Description of the Property
Exhibit B	Map of the Property
Exhibit C-1	Reciprocal Easement Agreement (East)
Exhibit C-2	Reciprocal Easement Agreement (West)
Exhibit C-3	Non Exclusive Easement
Exhibit D	Impact Fees
Exhibit F-1	Pylon Alternate Locations
Exhibit F-2	Pylon/Electronic Billboard
Exhibit G	Development Application Submittal
Exhibit H	Bus Turnout Locations
Exhibit I	Lease Agreement

9.9. Estoppel Certificates.

Either Party may, at any time during the Term of this Development Agreement, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if amended; identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) any other information reasonably requested. The Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. Either the City Manager or the ~~Community Development Director~~Development Services Director/City Engineer shall have the right to execute any certificate requested by Developer

hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

9.10. Recordation.

Pursuant to California Government Code Section 65868.5, within ten (10) days after the later of the Parties' execution of this Development Agreement or the Effective Date, the City Clerk shall record this Development Agreement with the Contra Costa County Recorder. Thereafter, if this Development Agreement is terminated, modified or amended, the City Clerk shall record notice of such action with the Contra Costa County Recorder.

9.11. No Waiver.

No delay or omission by either Party in exercising any right or power accruing upon noncompliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

9.12. Time Is of the Essence.

Time is of the essence for each provision of this Development Agreement for which time is an element.

9.13. Applicable Law.

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

9.14. Attorneys' Fees.

Should any legal action be brought by either Party because of a breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court.

9.15. Third Party Beneficiaries.

Except as otherwise provided herein, City and Developer hereby renounce the existence of any third party beneficiary to this Development Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

9.16. Constructive Notice and Acceptance.

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

9.17. Counterparts.

This Development Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

9.18. Authority.

The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

IN WITNESS WHEREOF, City and Developer have executed this Development Agreement as of the date first set forth above.

DEVELOPER:

THOMAS GATEWAY, LLC
a California limited liability company

By: _____
Name: Steven P. Thomas

Title: _____

By: _____
Name: Samuel B. Thomas

Title: _____

CITY:

CITY OF PINOLE
a municipal corporation

By: _____

Name: _____

Title: _____

ATTESTATION:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Benjamin T. Reyes, II
City Attorney

STATE OF CALIFORNIA)
) ss:
COUNTY OF CONTRA COSTA)

On __ _____, 201_ before me, _____(here insert name of the officer), 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 of Notary Public

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF CONTRA COSTA)

On __ _____, 201_ before me, _____(here insert name of the officer), 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 of Notary Public

[Seal]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXISTING LEGAL DESCRIPTION:

PARCEL ONE:

BEING A PORTION OF DIVISION NO. 5, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE ESTATE OF RAFAELA M. DE AND SAMUEL J. TENNENT IN THE RANCHO EL PINOLE, CONTRA COSTA COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY ON NOVEMBER 17, 1888, IN MAP BOOK E, AT PAGE 116, BEING A PORTION OF THE RANCHO EL PINOLE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL B OF SUBDIVISION MS 79-5 RECORDED IN BOOK 83 PARCEL MAPS, PAGE 12, CONTRA COSTA COUNTY OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL B SOUTH 71° 00'58" WEST, 113.70 FEET; THENCE SOUTH 82° 37' 50" WEST, 227.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL B, SAID POINT ALSO BEING ON THE EAST LINE OF THE PROPERTY CONVEYED TO CONTRA COSTA COUNTY FLOOD DISTRICT RECORDED IN BOOK 5119, PAGE 370 CONTRA COSTA COUNTY OFFICIAL RECORDS (HEREIN AFTER REFERRED TO AS CCCFD); THENCE NORTHERLY ALONG SAID WEST LINE OF PARCEL BAND EAST LINE OF CCCFD NORTH 07° 22' 10" WEST, 38.00 FEET TO ATANGENT CURVE TO THE RIGHT WITH A RADIUS OF 78.00 FEET; THENCE ALONG SAID CURVE 89.38 FEET THROUGH A CENTRAL ANGLE OF 65° 39' 05"; THENCE NORTH 58° 16' 55" EAST, 31.03 FEET TO A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 222.00 FEET; THENCE ALONG SAID CURVE 333.90 FEET THROUGH A CENTRAL ANGLE OF 86° 10' 31" TO THE NORTHWEST CORNER OF PARCEL B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL D OF SUBDIVISION MS 79-2 RECORDED IN BOOK 86 PARCEL MAPS, PAGE 34, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID POINT ALSO BEING ON THE EAST LINE OF CCCFD; THENCE CONTINUING ALONG SAID CURVE 94.97 FEET THROUGH A CENTRAL ANGLE OF 24° 30' 43"; THENCE NORTH 52° 24' 19" WEST, 14.27 FEET; THENCE NORTH 48° 25' 24" WEST, 81.24 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 400.00 FEET FROM WHICH A RADIAL BEARS NORTH 53° 12' 49" WEST, SAID POINT ALSO BEING ON THE EAST LINE OF HENRY AVENUE AS SHOWN ON 86 PM 34; THENCE LEAVING THE EAST LINE OF CCCFD ALONG THE EAST LINE OF HENRY AVENUE ALONG SAID CURVE 141.89 FEET THROUGH A CENTRAL ANGLE OF 20° 19' 25" TO A REVERSING CURVE WITH A RADIUS OF 350.00 FEET; THENCE ALONG SAID CURVE 90.83 FEET THROUGH A CENTRAL ANGLE OF 14° 52' 07" TO THE NORTH LINE OF PARCEL D; THENCE CONTINUING ALONG THE EAST LINE OF HENRY AVENUE 207.72 FEET THROUGH A CENTRAL ANGLE OF 34° 00' 16"; THENCE NORTH 65° 20' 10" EAST, 75.77 FEET TO A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE 49.20 FEET THROUGH A CENTRAL

ANGLE OF 112° 45' 24" TO COMPOUND CURVE WITH A RADIUS OF 457.00 FEET, SAID POINT ALSO BEING ON THE WEST LINE OF PINOLE VALLEY ROAD; THENCE SOUTHERLY ALONG THE WEST LINE OF PINOLE VALLEY ROAD ALONG SAID CURVE 76.54 FEET THROUGH A CENTRAL ANGLE OF 09° 35'46"; THENCE SOUTH 07° 41' 20" WEST, 100.61 FEET TO THE NORTHEAST CORNER OF SAID PARCEL D; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF PINOLE VALLEY ROAD AND THE EAST LINE OF PARCEL D SOUTH 07' 41' 20" WEST, 279.68 FEET TO THE SOUTHEAST CORNER OF PARCEL D, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL B; THENCE CONTINUING SOUTHERLY ALONG TILE WEST LINE OF PINOLE VALLEY ROAD AND THE EAST LINE OF SAID PARCEL B SOUTH 07° 41' 20" WEST 52.41 FEET TO A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 743.00 FEET; THENCE ALONG SAID CURVE 345.89 FEET THROUGH A CENTRAL ANGLE OF 26° 40' 22" TO THE POINT OF BEGINNING.

PURSUANT TO THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 30, 2009, AS DOCUMENT NO. 2009-0259548 OF OFFICIAL RECORDS.

PARCEL THREE:

COMMENCING AT A POINT ON THE NORTHEAST LINE OF THAT PROPERTY GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 2817, AT PAGE 275, CONTRA COSTA COUNTY RECORDS, BEING THE SOUTHWEST TERMINUS OF THAT COURSE SHOWN AS NORTH 39° 12' 00" EAST, 350.17 FEET IN SAID DEED, THENCE ALONG SAID NORTHEAST LINE SOUTH 56° 26' 00" WEST, 273.22 FEET; THENCE LEAVING THE LAST SAID LINE NORTHERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH LIES NORTH 71° 49' 29' EAST, 657.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 41' 02", AN ARC LENGTH OF 76.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE ARC OF THE LAST SAID CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 78° 30' 32" EAST, A RADIAL DISTANCE OF 657.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 10' 46", AN ARC DISTANCE OF 219.93 FEET; THENCE NORTH 07° 41' 20" EAST, 4.98 FEET; THENCE SOUTH 81° 54' 12" EAST, 33.58 FEET; THENCE SOUTH 41° 16' 50" EAST, 60.62 FEET; THENCE SOUTH 03° 35' 08' EAST, 31.91 FEET; THENCE NORTH 85° 19' 53" EAST, 16.72 FEET; THENCE SOUTH 04° 52' 45 EAST, 107.31 FEET; THENCE SOUTH 56° 13' 40" WEST, 43.50 FEET; THENCE SOUTH 78° 30' 32" WEST, 59.46 FEET; TO THE POINT OF BEGINNING.

BEING PARCEL C OF THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 24, 2005, AS INSTRUMENT NO. 2005-0411896 OF OFFICIAL RECORDS.

APN: 401-211-032

PARCEL FOUR:

THOSE PORTIONS OF THE GRANT DEED TO THE STATE OF CALIFORNIA WITH STATE DEED NO. 15020,-1 RECORDED ON AUGUST 1, 1956, IN VOLUME 2817, AT PAGE 275 OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERLY TERMINUS OF THE LINE DESCRIBED IN ABOVE-SAID GRANT DEED AS "NORTH 56° 26' EAST 299.08 FEET"; THENCE ALONG SAID LINE NORTH 56° 26' EAST, 299.08 FEET; THENCE SOUTH 47° 49' 28" EAST, 43.44 FEET; THENCE SOUTH 42°10' 32" WEST, 308.81 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 21.00 FEET FROM WHICH A RADIAL BEARS NORTH 22° 42' 27" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 15.11 FEET THROUGH A CENTRAL ANGEL OF 41° 13' 33"; THENCE SOUTH 62° 34' 08" WEST, 4.01 FEET TO ANON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 660.00 FEET FROM WHICH A RADIAL BEARS NORTH 62° 36' 45" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.80 FEET THROUGH A CENTRAL ANGLE OF 03° 27' 19";THENCE SOUTH 38° 44' 45" WEST, 16.74 FEET; THENCE NORTH 30° 03' 40" WEST, 15.09 FEET TO A NON TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 474.97 FEET FROM WHICH A RADIAL BEARS NORTH 59° 56' 20" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 54.35 FEET THROUGH A CENTRAL ANGLE OF 06° 33' 20", MORE OR LESS TO THE POINT OF BEGINNING.

APN: 401-211-034

EXHIBIT B

MAP OF PROPERTY

Parcel 1

EXHIBIT B

MAP OF PROPERTY

Parcel 3

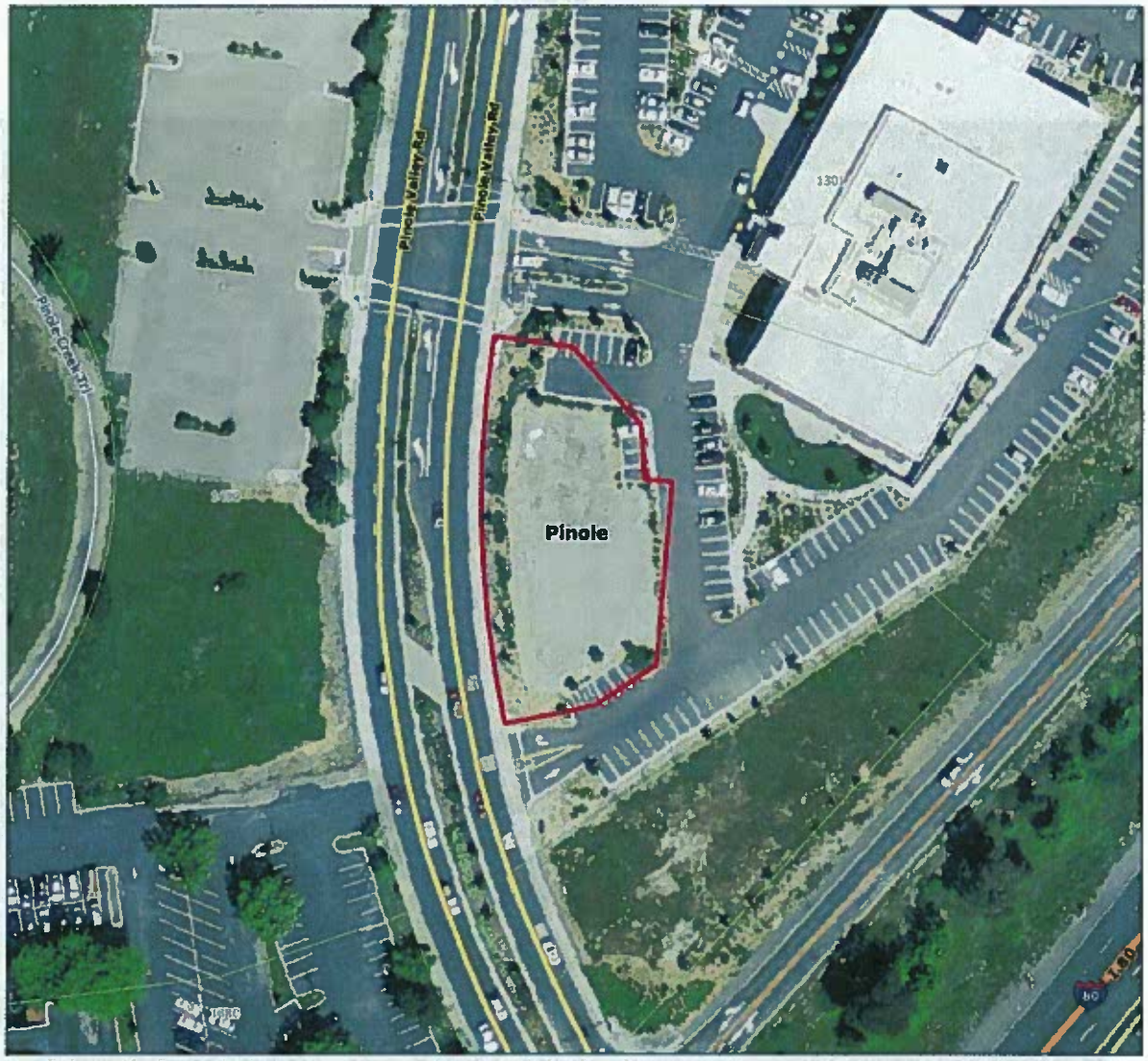


EXHIBIT B

MAP OF PROPERTY

Parcel 4

EXHIBIT C-1

RECIPROCAL EASEMENT AGREEMENT (EAST)

EXHIBIT C-2

RECIPROCAL EASEMENT AGREEMENT (WEST)

EXHIBIT C-3

NON-EXCLUSIVE EASEMENT

EXHIBIT D
IMPACT FEES

Sub-regional Transportation Mitigation Program (STMP) (Ordinance 2009-08/September 15, 2009)	
Fee collected on behalf of WCCTAC	
Land Use	**Fee**
Single-Family Residential	$2,595/Dwelling Unit
Multi-Family Residential	$1,648/ Dwelling Unit
Senior Housing	$701/ Dwelling Unit
Hotel	$1,964/Room
Retail	$1.82/Sq. Ft.
Office	$3.51/ Sq. Ft.
Industrial	$2.45/ Sq. Ft.
Storage Facility	$0.53/ Sq. Ft.
Church	$1.58/ Sq. Ft.
Hospital	$4.21/ Sq. Ft.
Other	$3,507 per AM peak hour trip

EXHIBIT D
IMPACT FEES

Pinole Development Impact Fees (Resolution No. 2008-92/July 1, 2008)						
Facility Category	**Single Family**	**Multi-Family**	**Office**	**Commercial**	**Industrial**	**Institutional**
	Fee per Dwelling Unit		**Fee per 1,000 Building Square Feet**			
Police	$1,148.95	$870.42	$435.21	$139.27	$348.17	$34.82
Fire Protection	$1,468.25	$1,112.31	$556.16	$177.97	$444.92	$44.49
Public Facilities & Equipment	$1,981.29	$1,500.98	$750.49	$240.16	$600.39	$60.04
Wastewater	$1,954.85	$1,480.95	$908.33	$908.33	$743.18	$495.45
Transportation	$ 414.83	$ 294.53	$555.87	$1,389.68	$365.05	$1,053.67
Drainage	$1,104.82	$66.29	$162.32	$162.32	$321.27	$380.45
Growth Impact Total	**$8,072.99**	**$5,325.48**	**$3,368.38**	**$3,017.73**	**$2,822.98**	**$2,068.92**
Parks and Recreation	$8,013.78	$6,071.05	N/A	N/A	N/A	N/A
Subtotal	**$16,086.77**	**$11,396.53**	**$3,368.38**	**$3,017.73**	**$2,822.98**	**$2,068.92**
Administration 3%	$482.60	$341.90	$101.05	$90.53	$84.69	$62.07
Total	**$16,569.37**	**$11,738.43**	**$3,469.43**	**$3,108.26**	**$2,907.67**	**$2,130.99**

* Note: Hourly fee is the burdened building inspector labor rate plus 35% for budgeted operational expenses (e.g. administrative support, utilities, training, equipment etc.) plus on call building consulting services.

**Note: Building Valuation shall be based on the higher of 1) the applicant's estimated valuation or 2) the most current Building Valuation as printed and published by The International Code Council and adjusted using the most current City Cost Index as printed and published by R.S Means Building Construction Cost Data, or as shown on the "Building Valuation Supplement" for items not covered in the International Code Council Building Valuation Data.

EXHIBIT E

PLANNED DEVELOPMENT PERMIT

EXHIBIT F-1

PYLON ALTERNATE LOCATIONS

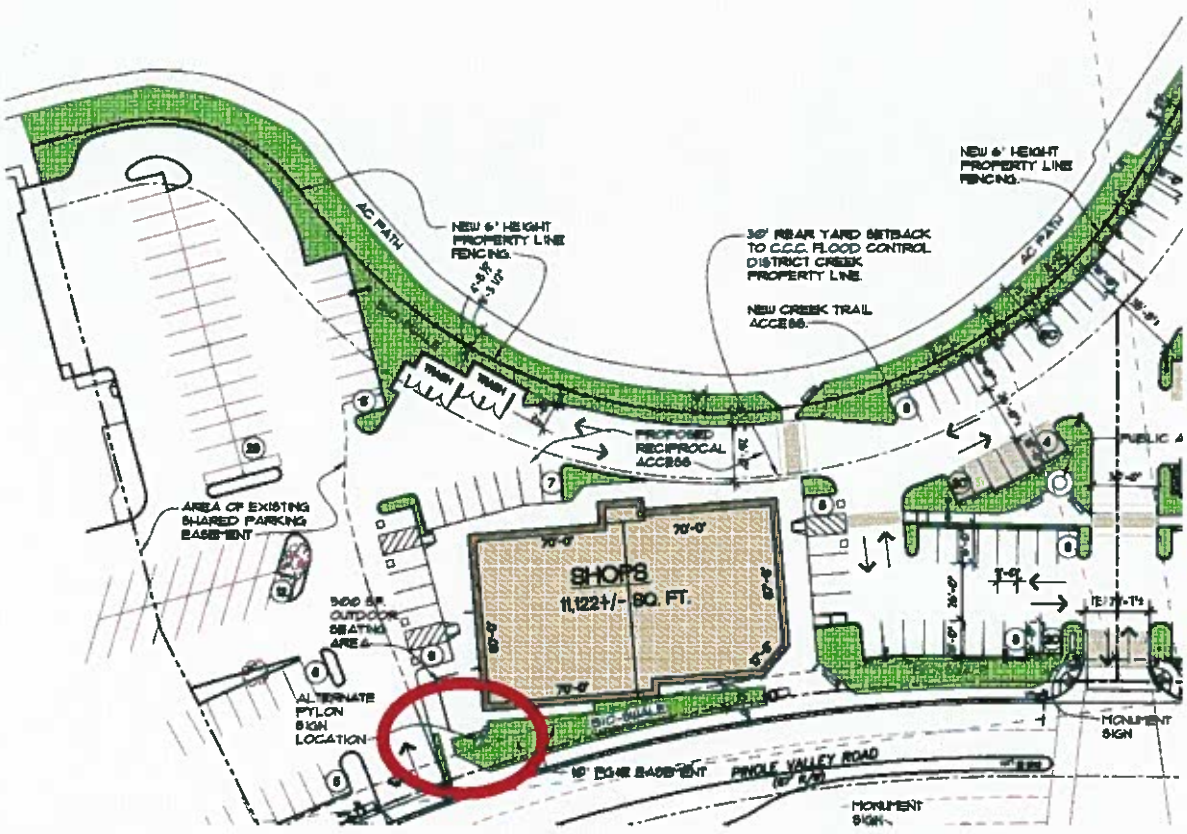


EXHIBIT F-2

PYLON SIGN/ BILLBOARD

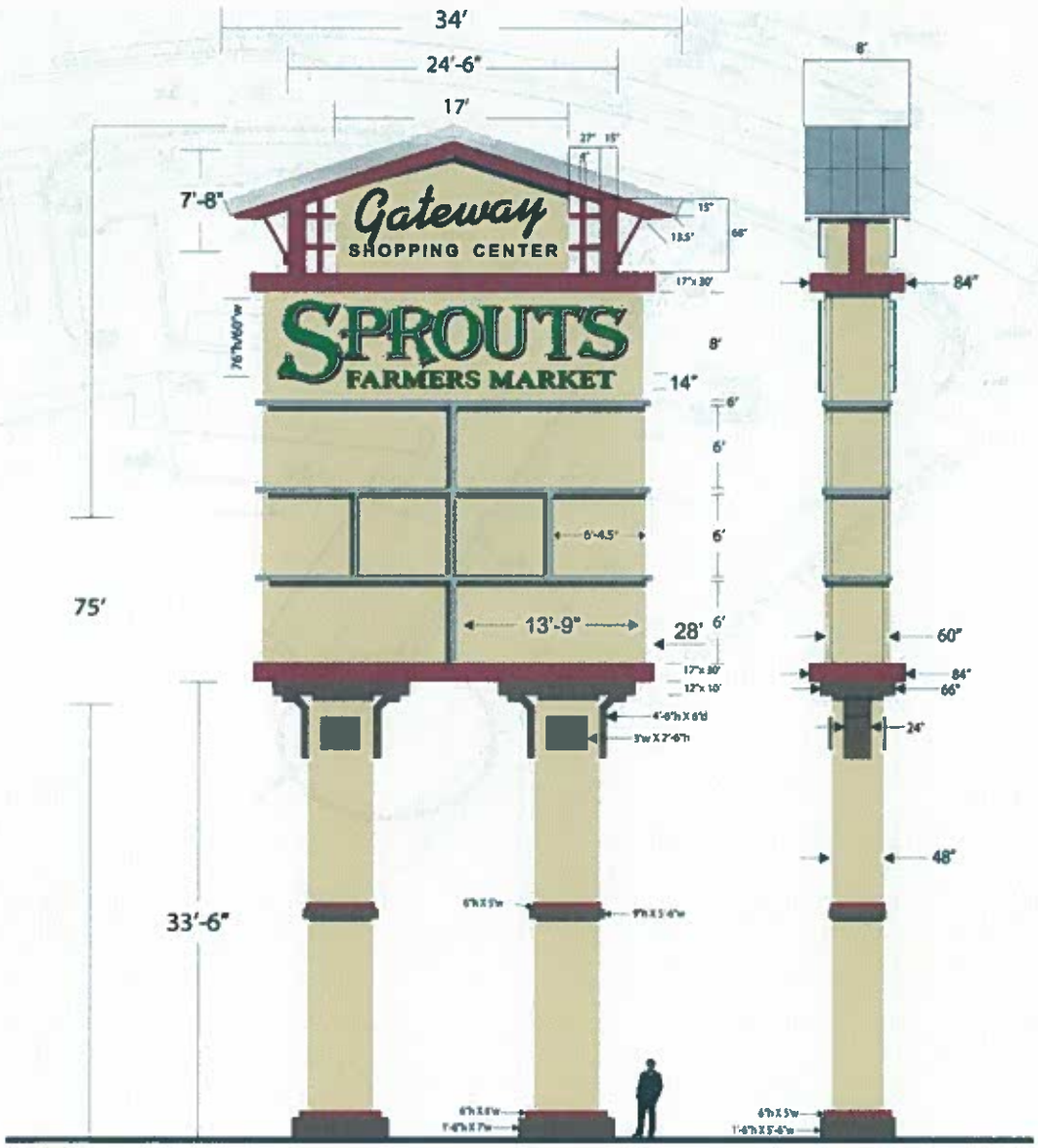


EXHIBIT F-2

PREFERRED PYLON SIGN/ BILLBOARD LOCATION

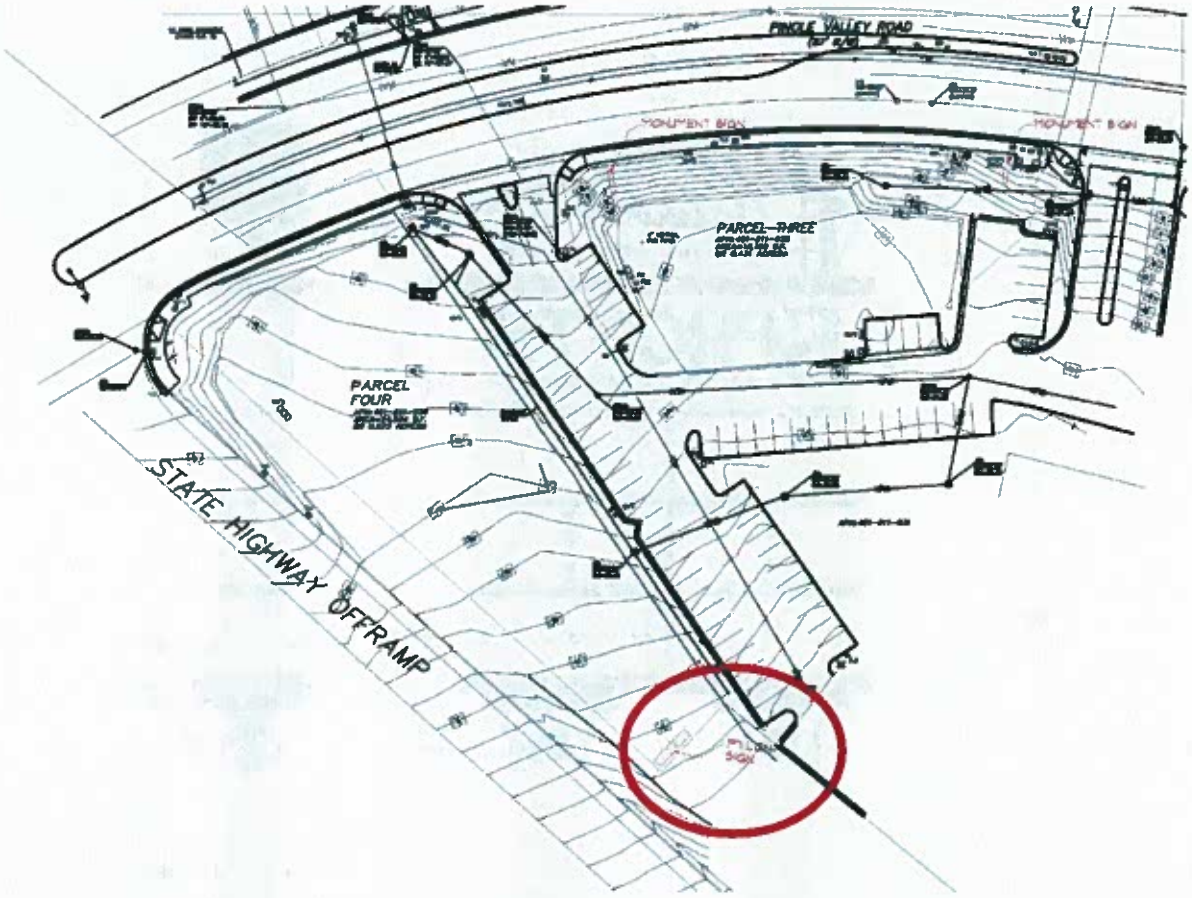
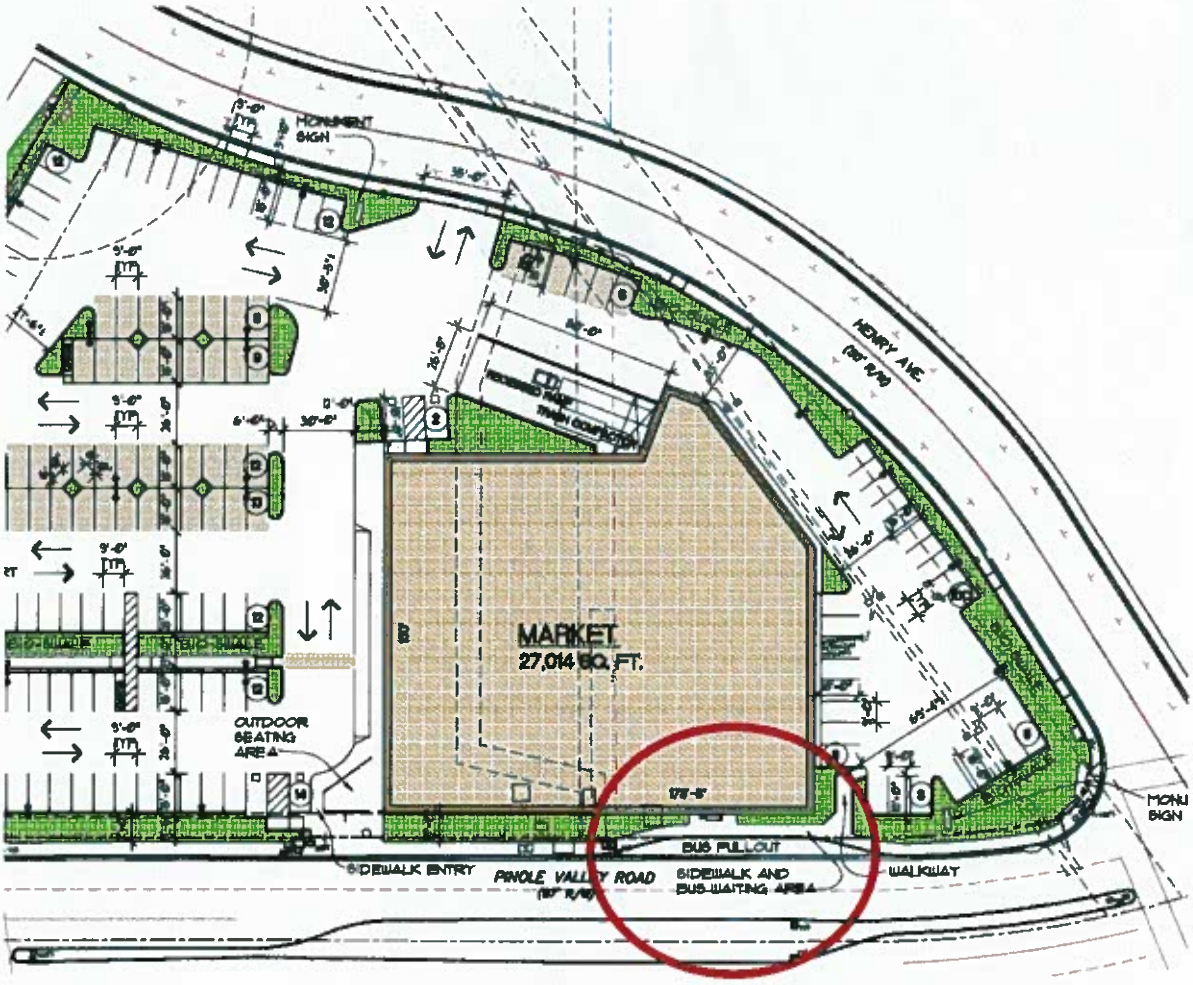


EXHIBIT G

Development Application Submittal

EXHIBIT H

BUS TURNOUT LOCATION



ATTACHMENT D

RECEIVED
FEB 02 2015
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT.

GATEWAY SHOPPING CENTER: MASTER SIGN PROGRAM

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I. Introduction

A. Narrative

This program is divided into two major sections; pylon/ monument/directional signs and tenant sign criteria. The first section describes the common signs. The common signs serve to identify the project and selected tenants within the project. The common signs consist of one (1) new pylon display, five (5) entry monument signs, one (1) directional sign. The second section of this document is the tenant sign criteria. This section will define the project tenants by type and specify the individual tenant signs allowed. The tenant signs will consist of internally illuminated channel letters and incidental signs. Selected tenants, designated by the landlord, will be allowed to display their name on the common signs. Exhibits are included for the reader's reference.

This document will ensure that the signage for the Gateway Shopping Center clearly identifies each of the tenants and provides a sustainable sign criteria for use by the City of Pinole, the tenants and the property owner. Standards have been set to regulate signage details including size, location, materials, colors, methods of illumination and installation, maintenance, durability, etc. Any deviations may be considered only if the overall purpose is to exceed the quality standards set forth by this document and have received landlord and City approval. The standard and requirements of the Gateway Shopping Center Master Sign Program shall apply to all signs located in the shopping center. No sign shall be constructed or installed without: (1) Landlord approval, (2) a permit from the City of Pinole building division; and (3) a valid insurance certificate on file with the landlord. Sign permit applications and submittal requirements are available from the building division.

B. Executive Summary

This Master Sign Program should be seen as a method of describing the desired result and not as an inflexible set of standards. The Master Sign Program establishes

minimum standards that are reasonable and provide sufficient flexibility to: (1) accommodate the need for making businesses recognizable and marketable; (2) establish individual identifies; (3) reflect individual preferences; and (4) encourage tasteful innovation. Retail commercial uses and restaurants ("tenants") require signage that reflects individual themes which must be tastefully designed in order to attract attention and be competitive. For these reasons, the use of professional graphic designers to determine exact design detailing and sign placement is highly encouraged.

The "tenant sign criteria" portion of this document describes the major types of signs permitted for retail uses at the Shopping Center, in terms of function and criteria for execution. Standards have been set to regulate signage details including size, location, materials, colors, methods of illumination and installation, maintenance, durability, etc. It is the responsibility of each individual tenant to submit design drawings to the landlord and the City of Pinole ("City") for approval prior to the installation of any signage. Design drawings should include sign location plan, sign elevation drawings, color and construction specifications. It is the landlord's judgment that conformity to this Master Sign Program will meet current City Signage requirements. However, it is the responsibility of the tenant to verify that all signage conforms to City and State of California regulations. This master sign program is intended to serve as a valuable aid to retail tenant by attempting to maintain a quality environment for the Shopping Center. Any deviations may be considered only if the overall purpose is to exceed the quality standards set forth by this document and have received landlord and city approval.

II. Common Signs

A. Freeway Pylon Sign

1. Purpose-

To identify the project and selected tenants within the project.

2. Description-

This display is to be 75' tall, visible from the freeway, double-sided and designed in the craftsman tradition. The body, tenant panels, and retainers are to be fabricated aluminum and finished as per the color schedule found in the exhibits section of this document. The structure and support will be fabricated steel truss. The height of the pylon is to be measured from the grade of the pylons finished pad as determined by Developer's civil engineer.

The project identification reading, "Gateway Shopping Center", will be face-lit channel letters making a distinction between the project identity and the tenant display area. The active tenant sign area will feature route-out and show-through copy/graphics on an opaque background. This method of construction will result with copy and/or graphic illumination only with the background panels remaining dark.

3. Quantity

One (1)

4. Tenant Panels

Nine (9) eligible tenants are to be selected by the landlord.

The maximum extent of the tenant letters and/or logo (decoration) shall not exceed that as shown in the exhibits section of this document. Each tenant is required to submit scaled artwork showing a proposed tenant panel layout for approval by the City of Pinole and the landlord. A maximum of two rows of copy is allowed.

5. Exhibits

Please see Exhibit A-1 at the end of this section of the document.

<u>B. Monument Signs</u>

1. Purpose

To identify the key entries into the project and to identify selected tenants.

2. Description

These displays are to be 9' tall, double-sided display. The display body, faces, and retainers are to be fabricated aluminum and finished as per the color schedule found in the exhibits section of this document. The active tenant sign area will feature route-out and show-through copy/graphic illumination only with the background panels remaining opaque. The project identification reading, "Gateway Shopping Center", will be route-out and push-through making a distinction between the project identity and the commercial tenants.

3. Quantity

Five total (3) : (2) West, (1) East, as shown in the exhibits section of this document.

4. Tenant Panels

Eligible tenants are to be selected by the landlord for each monument. The maximum extent of the tenant letters and/or logo shall not exceed that as shown in the exhibits section of this document. Each tenant is required to submit scaled art showing a proposed tenant panel layout for approval by the City of Pinole and the landlord. A maximum of two rows of copy is allowed.

5. Exhibits

Please see the Exhibit A-1 at the end of this document.

C. Center ID Signs

1. Purpose

To provide center identification, direction/instruction for vehicle traffic entering into, or circulating within, the project.

2. Description

This display is to be 4'-6" tall. The display body is to be stucco construction and finished as per the color seen in the exhibits section of this document. The active message will feature halo illuminated pan channel letters for "Gateway" and non-illuminated remote lit copy for "Shopping Center West" and "Shopping Center East".

3. Please see the Exhibit A-3 at the end of the document.

D. Directional- Sign

1. Purpose

To provide directions and/or instructions for vehicle traffic entering into, or circulating within, the project.

2. Description

This display is to be 6' tall. The display body, faces, and retainers are to be fabricated aluminum and finished as per the color schedule found in the exhibits section of this

document. The active message area will feature route-out and show-through copy-graphics. This method of construction will result with copy and/or graphic illumination only with the background panels remaining opaque. The project identification reading "Gateway Shopping Center", will be route-out and push-through making a distinction between the project identity and the directional message.

5. Exhibits

Please see the Exhibit A-2 at the end of this document.

III. Tenant Sign Criteria

A. Design/Submittal/Permits

1. It is expected that professional designers will prepare artwork for all tenants and that such artwork will include scaled schematic drawings, specifications, and color drawings. Material and/or paint sample shall be required.

Each tenant will submit to the landlord four (4) copies of detailed drawings indicating the locations, size, copy layout, colors, materials, illumination, construction materials and installation methods. The drawings will be to scale with dimension callouts, and include a site plan indicating the location within the project.

2. The use of corporate logos and trade style shall be permitted (subject to landlord's approval) provided such logos and trade styles are within the allowable sign guidelines. Tenants that cannot demonstrate the existence of an established logo, trademark, or copyrighted font shall submit a sign layout using one of the fonts, in one of the colors, illustrated in the Exhibit section of this document.

3. Each sign will require the processing of a sign permit application. No sign shall be fabricated, altered, installed, or relocated without first obtaining a building permit from the City of Pinole. All permits for signs and their installation required by the City shall be obtained and paid for by the tenant or its representative, prior to installation.

4. All signs shall be constructed and installed at the tenant's expense.

5. Tenant shall be responsible for the fulfillment of all requirements and specifications, including those of the city and these guidelines, and all applicable codes.

6. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the right of the landlord and the City.

B. Major Tenants

Tenants occupying 9,000 square feet, or more, shall be defined as a "Major Tenant". Major tenants shall be allowed to display signs on each elevation that faces into the project or to a public right-of-way. Major tenants may display ancillary signs on each eligible elevation. Major tenants, selected by the landlord, may display their identities on one or more freestanding signs described in the "Common Signs" section of this document.

All tenants shall be required to have at least one sign as described by this document.

1. The major tenant sign types are to be individual, internally illuminated channel letters and may include the use of a logo box. Major tenants shall be allowed up to three (3) wall displays consisting of one (1) primary sign and three (3) ancillary signs on each eligible elevation. Examples of eligible elevations are; the primary (entry) elevation, end-cap or rear elevations facing either into the project, public street frontages and/or the project parking areas. The ancillary signs shall be individual, internally illuminated channel letters. Examples of the content allowed for ancillary signs are those that identify major departments and/or products for visitors to the center such as "Deli", "Pharmacy", or tag lines such as "Open 24 Hours".

2. The overall sign width for each major tenant shall not exceed 80% of the width of the tenant's elevation to which the sign is to be displayed and shall be centered horizontally and vertically either on the front, side or rear of the building. A six inch (6") space must be maintained between the sign area and any significant architectural element such as fascia columns or the roof parapet or change of finish materials unless otherwise approved by the landlord.

The maximum display height shall be 60" for either one-line or two-line layouts. The maximum height of logo boxes shall be 60". The maximum height for ancillary signs is 24". The maximum sign area for any one display shall not exceed 200 sq. ft., per eligible elevation. The maximum aggregate for any one major tenant shall not exceed 450 sq. ft.

3. The use of corporate logos and trade shall be permitted (subject to landlord's approval) provided such logos or trade styles are within the allowable criteria. The landlord reserves the right to reject such requests.

The sign colors of each tenant shall be considered on a case by case basis and be monochromatic within each display, except in the case of logo boxes. Landlord reserves the right to refuse the use of repeating colors adjoining tenants (i.e.: red letters next to red letters).

3. Miscellaneous Signs per Sprouts' and Medical Building's Exhibits
Please see Exhibit B-1, B-2, B-3, C-1 & E-1 for example layouts.

C. Single Tenant with Drive-Through

Tenants occupying 9,000 square feet, or less with a drive-through shall be defined as a "Single Tenant with Drive-Through". Tenant shall be allowed to display signs on each elevation that faces into the project or to a public right-of-way.

Tenant shall be required to have at least one sign as described by this document.

1. The single tenant sign types are to be individual, internally illuminated channel letters and may include the use of a logo box. Single tenants shall be allowed up to three (3) wall displays consisting of one (1) primary sign and three (3) ancillary signs on each eligible elevation. Examples of eligible elevations are; the primary (entry) elevation, end-cap or rear elevations facing either into the project, public street frontages, building towers and/or the project parking areas. The ancillary signs shall be individual, internally illuminated channel letters. Examples of the content allowed for ancillary signs are those that identify the drive-through such as "Drive-through", "Enter", "Exit", or tag lines such as "Thank You".

2. The overall sign width for a single tenant shall not exceed 80% of the width of the tenant's elevation to which the sign is to be displayed and shall be centered horizontally and vertically either on the front, side or rear of the building. A six inch (6") space must be maintained between the sign area and any significant architectural element such as fascia columns or the roof parapet or change of finish materials unless otherwise approved by the landlord.

The maximum display height shall be 60" for either one-line or two-line layouts. The maximum height of logo boxes shall be 60". The maximum height for ancillary signs is 24". The maximum sign area for any one display shall not exceed 200 sq. ft., per eligible elevation. The maximum aggregate for any one single tenant shall not exceed 450 sq. ft.

3. The use of corporate logos and trade shall be permitted (subject to landlord's approval) provided such logos or trade styles are within the allowable criteria. The landlord reserves the right to reject such requests.

The sign colors of each tenant shall be considered on a case by case basis and be monochromatic within each display, except in the case of logo boxes. Landlord reserves the right to refuse the use of repeating colors adjoining tenants (i.e.: red letters next to red letters).

4. Drive-Through Restaurant Menu Signs

The intent of these signs is to allow supplemental menu signage for drive-through food service establishments and other drive-through facility uses. Up to nine (9) signs are permitted for drive-through menu signs or instructional signs. Total maximum per sign area shall not exceed seventy five (75) square feet with a maximum height of twelve (12) feet.

General design requirements for drive-through restaurant menu signs and other drive-through signs:

-May be internally illuminated;

-May use changeable copy

-May use digital screens

-May have side panels for specials; and

Tenant may display a menu panel, pre-menu freestanding sign, speaker boxes, directional entry sign with logo, directional exit sign, and clearance bar as seen in Exhibit

5. Exhibits

Please see Exhibit C-1, F-1, F-2, F-3 & F-4 section for example layouts and details.

D. In-Line Tenants

Tenants occupying less than 9,000 square feet or less shall be defined as an "In-Line Tenant". In-Line Tenants shall be allowed to display a building sign on each elevation and building towers that face into the project or to a public right-of-way, including end caps. In-Line tenants, selected by the landlord, may display their identities on one or more of the freestanding signs described in the "Common Signs" section of this document.

1. The in-line tenant sign types are to be individual, internally illuminated channel letters and may include the use of a logo box. In-line tenants shall be allowed one (1) sign only on each eligible elevation. Examples of eligible elevations are; the primary (entry)

elevation, end-cap or rear elevations facing each other into the project, public street frontages, the project parking areas, and building towers. In-line tenants may not display ancillary signs.

2. The overall sign width for each in-line tenant sign shall not exceed 80% of the width of the tenant's elevation to which the sign is to be displayed and shall be centered horizontally and vertically either on the front, side, or rear of building. A six inch (6") space must be maintained between the sign area and any significant architectural element such as fascia columns or the roof parapet or change of finish materials unless otherwise approved by the landlord.

The maximum height shall be 30" for one-line layouts or 36" for two-line layouts.
The maximum height for a logo box shall be 36".
The maximum sign area for any one sign shall not exceed 50 sq. ft. per eligible elevation. The maximum aggregate of signage for in-line tenants shall not exceed 150 sq. ft.

3. In-line tenants may only include their tenant name and/or logo. The use of corporate logos and trade style shall be permitted (subject to landlord's approval) provided such logos or trade styles are within the allowable criteria. The landlord reserves the right to reject such requests.
The sign colors of each tenant shall be considered on a case by case basis and be monochromatic within each display, except in the case of logo boxes. Landlord reserves the right to refuse the use of repeating colors by adjoining tenants (i.e.: gold letters next to gold letters).

4. Exhibits
Please see Exhibit C-1 & D-1 section for example layouts and details.

E. Incidental Signage

1. Window Signage/Promotional- In-Line and Single Tenants with Drive-Through less than 9,000 SF

Promotional window signs shall not exceed (i) for major tenants, 25 square feet; and (ii) for all other tenants, 12 square feet of sign area and shall be centered on the interior glass of an individual tenant space and not exceed one sign per window panel and a maximum of two promotional window signs, per space. The landlord reserves the right to approve window signs of any type including those described in this document and may, at its own discretion, deny the use of any window display by any tenant for any reason.

2. Window Signage/Permanent Display-Major Tenants Only

Window signs intended for permanent display shall not exceed 75% of the glass surfaces, windows and door area and, in the case of illuminated window signs and window graphics. The landlord reserves the right to deny approval of window signs of any type including those described above for any tenant and for any reason. A maximum one permanent window sign is allowed, per major tenant.

3. Address Numerals

Tenant address numerals are to be fabricated and installed on the entrance door using 3" high medium Arial Black numerals. The material shall be Scotchcal, matte white, 220/225-20.

4. Entry Door Decals

Entry door signs shall be limited to the display of the tenant hours of operation (not including address numerals described above) and no more than three (3) credit card decals.

5. Rear/Service Entry Doors

Rear entry signs shall be uppercase medium Arial Black numerals and letters. The copy shall be limited to the tenant name and address numerals only. Copy height shall be 3" inches, and centered horizontally from top of each door with 2" space between address numbers and tenant name and located 5' from grade. The material shall be Scotchcal, matte white, 220/225-20.

6. Umbrella Signage for Food Uses

Food tenants shall be permitted additional signage on umbrellas in permitted outdoor patio dining areas adjacent to the tenant's indoor space. The signage may include the name and logo of the tenant. Each umbrella may include up to 4 signs and logos per umbrella, if it is a four-sided umbrella, and up to two signs and logos if it is a round umbrella. The square footage of the signage per umbrella shall not exceed 5 square feet and the maximum number of umbrellas per tenant shall be 6.

F. General Conditions

1. Prohibited Signs

A. No sign shall be installed, relocated or maintained so as to prevent free ingress to or egress from any door. No sign shall create a safety hazard by obstructing clear view of pedestrian and vehicular traffic, or project into the public traffic, or project into the public way. signs which imitate size, color, lettering or design any traffic sign or signal, or which make use of the words "stop", "look", "danger", or any other words, phrases, symbols, or characters in such a manner as to interfere, mislead or confuse traffic are prohibited.

B. Signs consisting of any moving, swinging, rotating, flashing, blinking, fluctuating or otherwise animated, are prohibited.

C. Any sign installed for the purpose of advertising a project, event, person or subject not related to the tenant's business or shopping center upon which said sign is located is prohibited.

D. Signs on or affixed to trucks, automobiles, trailers or other vehicles, which advertise, identify, or provide direction or sales of merchandise or rendering of services from such vehicles are prohibited when such vehicles are located on the shopping center, with the exception to delivery vehicles.

E. Signs which audibly advertise, identify, or provide direction to a use or activity are prohibited.

F. Inflatable advertising devices such as blimps, "hot air" balloons, animals or other caricatures are prohibited, with the exception to shopping center Grand Opening or Re-Grand Opening events and special events not more than once a year.

G. No signs shall be permitted on canopy roofs or building roofs and no sign or any portion thereof may project above the building or top of the sign upon which is mounted.

H. It shall be unlawful for any tenant to exhibit, post or display cause to exhibited, posted or displayed upon any sign, anything of an obscene, indecent, or immoral nature or unlawful activity.

I. Painted wall signs and awning signs are prohibited, with the exception to murals as identified in the exhibits section for landlord to meet city's public art requirement.

J. No flags. banners, streamers etc., shall be allowed on the tenant leased space or frontage except as temporary special event advertising in accordance with the City of Pinole sign ordinance and with the prior approval of the city planner and the landlord.

K. Except as provided herein, no advertising placards, banners, insignia, trademarks, or other descriptive material shall be affixed or maintained upon either the interior or exterior of the glass panes and supports of the shop windows and doors or upon the exterior walls of the building, without landlord's prior written consent, which may be withheld by the landlord for any reason, and in accordance with the City of Pinole sign ordinance.

2. Temporary and Special Event Signs/Non-Illuminated

A. Temporary window signs or posters not larger than 40"x30", shall be allowed for a period no greater than ten (10) days per year and provided that the landlord has given its approval.

B. Banners not larger than 2.5'x10" may be displayed for a period not to exceed ten (10) days per year as a means of publicizing special events such as "Grand Opening" or "Inventory Sale". All banners must be approved by landlord prior to display of same.

3. Construction methods, Materials, and Requirements

A. Exposed raceways are not allowed. Use of raceways, if required, shall be permitted only in concealed locations and must be shown on shop drawings indicating location and materials and submitted to the landlord for approval.

B. The face of the individual letters and logo shall be 3/16" acrylic and approved by the landlord in advance. The face material shall be fastened to the individual channel letters with a trim cap in an approved manner.

C. Surfaces which are intended to be flat shall be without bulges, oil canning or other deformities.

D. All permanent signs shall be designed, specified and fabricated to have a life expectancy of at least five (5) years.

E. All signs must meet or exceed all applicable codes; i.e., building, electrical, mechanical, structural, etc.

4. Electrical and Illumination

A. All fabrication and installation shall comply with all Underwriter's Laboratories requirements and specific state and local codes. All signs shall display the U.L label and be installed by licensed contractors only. All conductors, transformers and other equipment shall be concealed.

B. Primary electric service to all tenant building signs shall be placed on the tenant's electric service. Tenants may be required to provide time clocks and photocells for use in conjunction with the electric service.

C. The illumination of all sign components shall be uniform in intensity over all of the illuminated surfaces. No noticeable spots or shadows will be allowed. Illumination and electric specifications must appear on all shop drawings.

D. Landlord reserves the right to hire an independent electrical engineer to inspect the installation of all tenant signs and to require the tenant to have any discrepancies and/or code violations corrected at tenant's expense.

5. Installation/Removals

A. All exterior signs shall be attached with concealed fasteners that are stainless steel, nickel or cadmium plated. All raceways, transformers, electrode boxes, switches, witing, conduit and access hatches shall be concealed.

B. All exterior signs exposed to the weather shall be mounted at least 1/2" from the building to permit proper dirt and water drainage.

C. All penetrations of the building structure required for sign installation shall be neatly sealed and water-tight. Color and finish shall match existing adjacent finish.

D. All identification labels shall be concealed, except where required by code.

E. Tenant's sign contractor shall repair any damage caused by its work. Damage to any structure that is not repaired by the sign contractor shall become tenant's responsibility to correct.

F. Tenant shall be fully responsible for the operations of its sign contractors, and shall indemnify, defend and hold the landlord and its agents and all parties harmless from damages or liabilities on account thereof.

G. All contractors for installation, removal or service must be fully licensed and provide the landlord with certificates of insurance prior to commencing any work.

H. At the expiration, or sooner termination of tenant's lease term, tenant shall be required to remove its signs and cap off the electrical connections. Sign removals shall include the patching and repairing of entire work areas plus repainting of any "ghosted" areas or as directed by the landlord or its agent does removal and/or repair.

I. All signage manufacturers are advised that each sign display will be inspected for conformance by an authorized representative of the landlord. Any signs found not in conformance will be rejected and removed at tenant's sole expense. If removed, any damage to the facade shall be repaired and the facade repainted, to the landlord's satisfaction, at tenant's expense.

J. Any sign company engaged in the construction or erection of signs in the Gateway shopping Center shall carry, at a minimum, statutory worker's compensation and public liability insurance against all damage suffered or done to any and all persons and/or

property in the amount of $1,000,000 per occurrence, $2,000,000 aggregate. Certificates of insurance naming the landlord, the Re-development Agency of the City of Pinole, major tenants and the landlord's lender as "additional insured" shall be delivered to landlord prior to the commencement of installation.

6. Maintenance

Tenant shall be responsible for the installation and maintenance of its signage. If tenant's signage requires maintenance or repair the tenant fails to maintain or make such repair, landlord shall give tenant ten (10) days written notice to effect said maintenance or repair. Should tenant fail to do same undertake the repairs and tenant shall reimburse landlord for these costs plus twenty percent (20%_ overhead within ten (10) days of receipt of invoice.

Maximum Allowable Signage Requirements

Major Tenants: (Tenants occupying more than 9,000 sq. ft. or more)

Building-The maximum sign area for any one display shall not exceed 200 sq. ft., per eligible elevation. The maximum aggregate for any one major tenant shall not exceed 450 sq ft. The maximum allowable building signage does not include incidental building signage.

Pylon- The maximum sign area for any one display shall not exceed 179 sq. ft. Tenants that are permitted on the pylon must be a minimum of 1,750 SF. Tenants less than 1,750 SF shall be permitted if they are a regional or national business.

Monument-

West-The maximum sign area for any one display shall not exceed 3.75 sq. ft.

East- The maximum sign area for any one display shall not exceed 5 sq. ft.

Directional Sign- The maximum sign area for any one display shall not exceed 2 sq. ft. including directional arrow

Outdoor Umbrellas-The square footage of the signage per umbrella shall not exceed 5 sq. ft. and the maximum number of umbrellas per tenant shall be 6.

Single-Tenant with Drive-Through: (Tenants occupying 9,000 sq. ft. or less with a drive-through)

Building-The maximum sign area for any one display shall not exceed 200 sq. ft., per eligible elevation. The maximum aggregate for any one major tenant shall not exceed 450 sq ft. The maximum allowable building signage does not include incidental building signage.

Pylon- The maximum sign area for any one display shall not exceed 134 sq. ft. Tenants that are permitted on the pylon must be a minimum of 1,750 SF. Tenants less than 1,750 SF shall be permitted if they are a regional or national business.

Monument-

West-The maximum sign area for any one display shall not exceed 1.5 sq. ft.

East- The maximum sign area for any one display shall not exceed 5 sq. ft.

Directional Sign- The maximum sign area for any one display shall not exceed 1.5 sq. ft. including directional arrow

Outdoor Umbrellas-The square footage of the signage per umbrella shall not exceed 5 sq. ft. and the maximum number of umbrellas per tenant shall be 6.

In-Line Tenants: (Tenants occupying 9,000 sq. ft. or less)

Building-The maximum sign area for any one display shall not exceed 50 sq. ft., per eligible elevation. The maximum aggregate for any one major tenant shall not exceed 150 sq ft. The maximum allowable building signage does not include incidental building signage.

Pylon- The maximum sign area for any one display shall not exceed 134 sq. ft. Tenants that are permitted on the pylon must be a minimum of 1,750 SF. Tenants less than 1,750 SF shall be permitted if they are a regional or national business.

Monument-

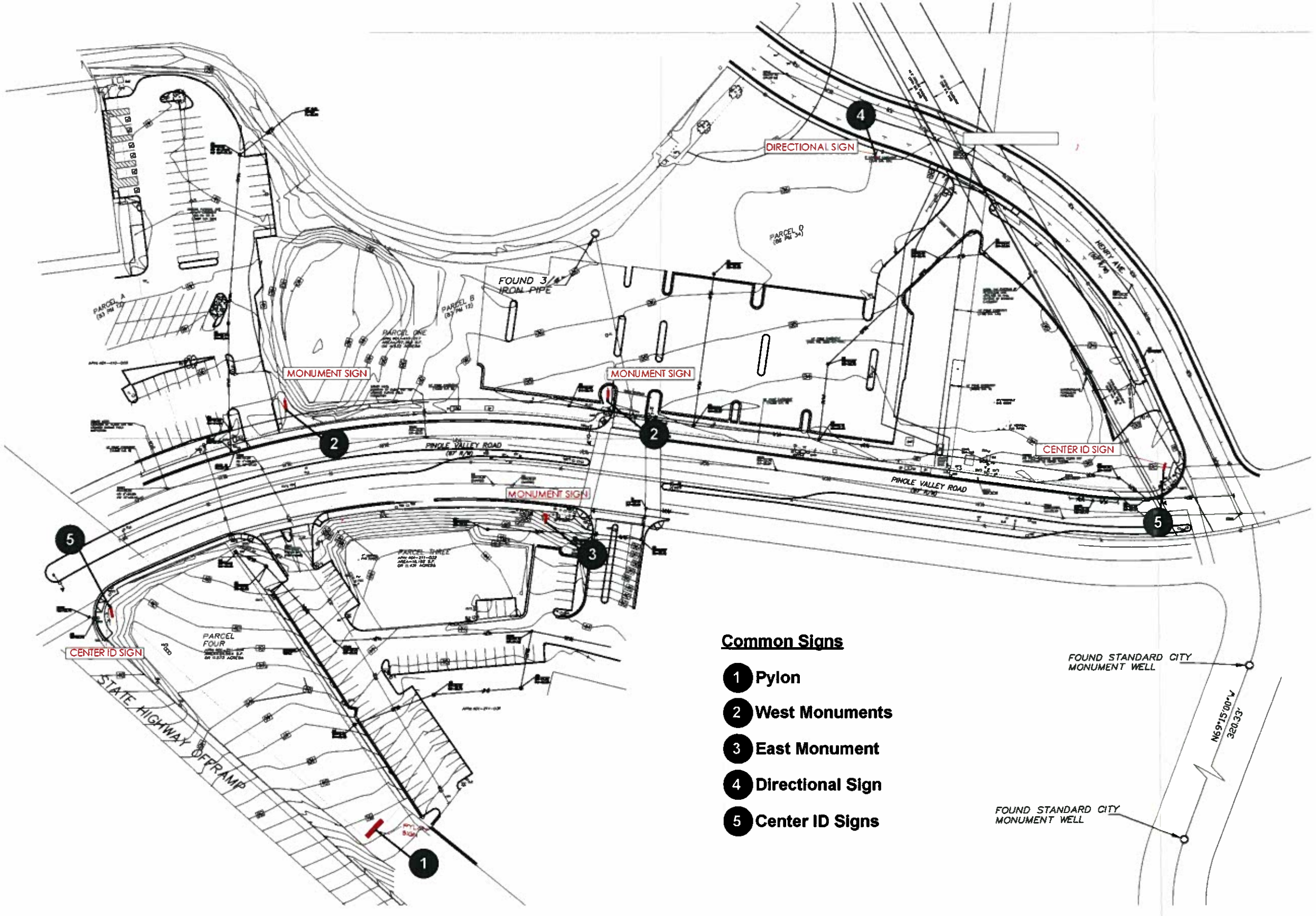
West-The maximum sign area for any one display shall not exceed 1.5 sq. ft.

East- The maximum sign area for any one display shall not exceed 5 sq. ft.

Directional Sign- The maximum sign area for any one display shall not exceed 1.5 sq. ft. including directional arrow

Outdoor Umbrellas-The square footage of the signage per umbrella shall not exceed 5 sq. ft. and the maximum number of umbrellas per tenant shall be 6.

SECTION IV. EXHIBITS



Common Signs

1. Pylon
2. West Monuments
3. East Monument
4. Directional Sign
5. Center ID Signs

PYLON SIGN LOCATION SITE PLAN

SCALE: 1" = 40'-0"

GEORGE MEU ASSOCIATES
ARCHITECTURE PLANNING
499 EMBARCADERO
OAKLAND
CALIFORNIA
9 4 6 0 8
PHONE 510 434 9888

21 OCT. 2014
25 APRIL 2014

issue	date	description

PROPOSED COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS PROPERTIES

S.W. CORNER OF PINOLE VALLEY ROAD AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by	checked by	job number
GMA	LDM	1314.GATEWAY

ALTERNATE PYLON SIGN LOCATIONS

AS101

GEORGE MEU ASSOCIATES

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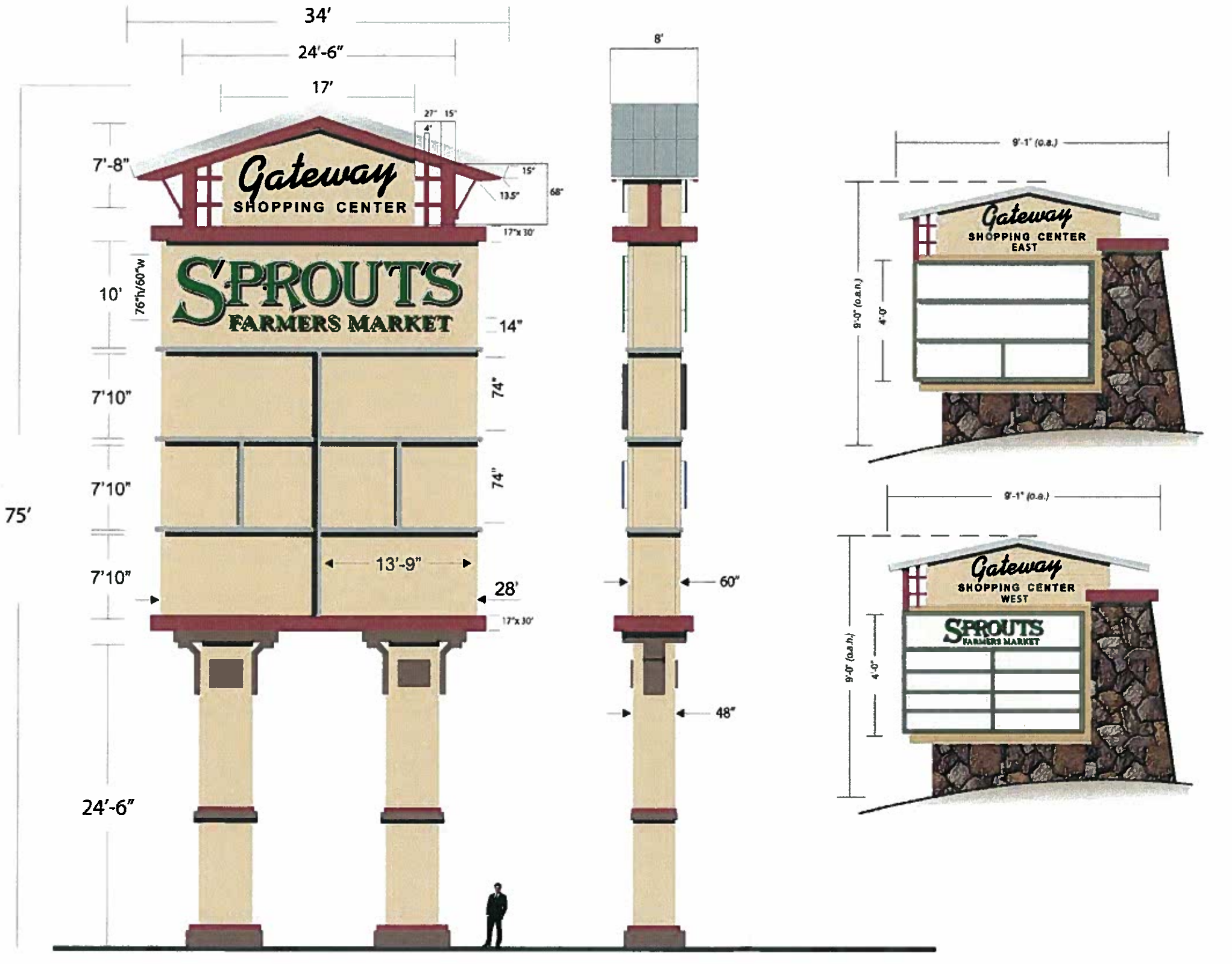
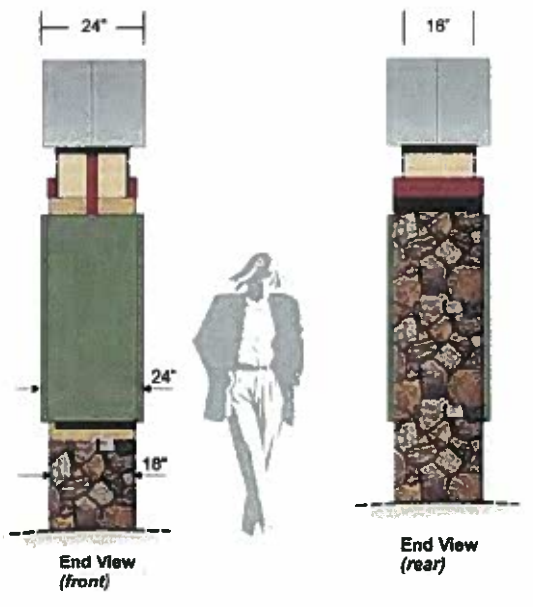
EXHIBIT A-1
Pylon and Monuments





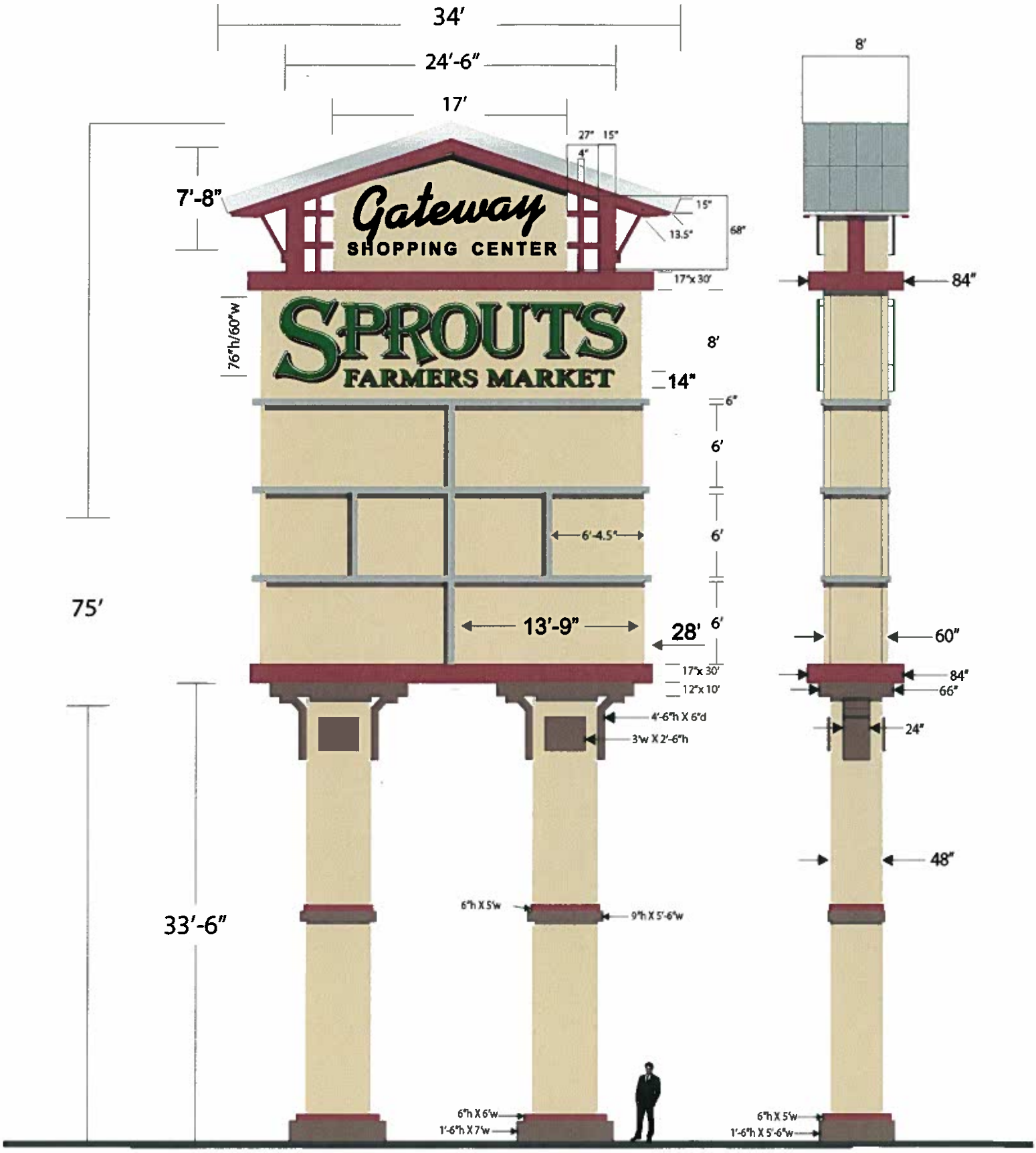

34'
24'-6"
17'
8'
27"
15"
4"
7'-8"
Gateway
SHOPPING CENTER
15"
13.5"
68"
17'x 30'
84"
76"h/60"w
SPROUTS
FARMERS MARKET
8'
14"
6"
6'
6'-4.5"
6'
75'
13'-9"
28'
6'
60"
17'x 30'
12'x 10'
84"
66"
4'-6"h X 6"d
3'w X 2'-6"h
24"
48"
33'-6"
6"h X 5'w
9"h X 5'-6"w
6"h X 6'w
1'-6"h X 7'w
6"h X 5'w
1'-6"h X 5'-6"w

EXHIBIT A-2
Directional Sign

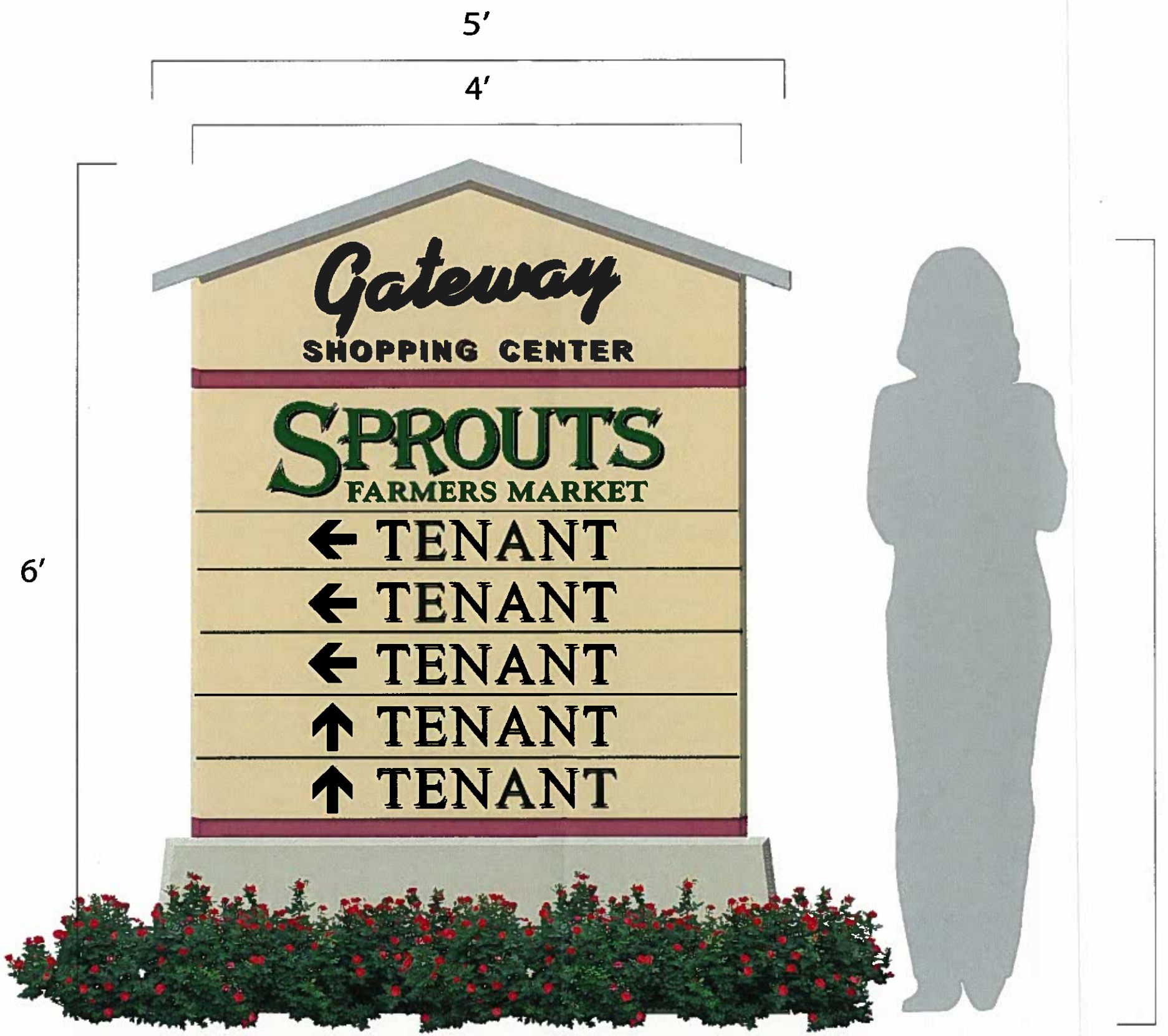


Exhibit A-3

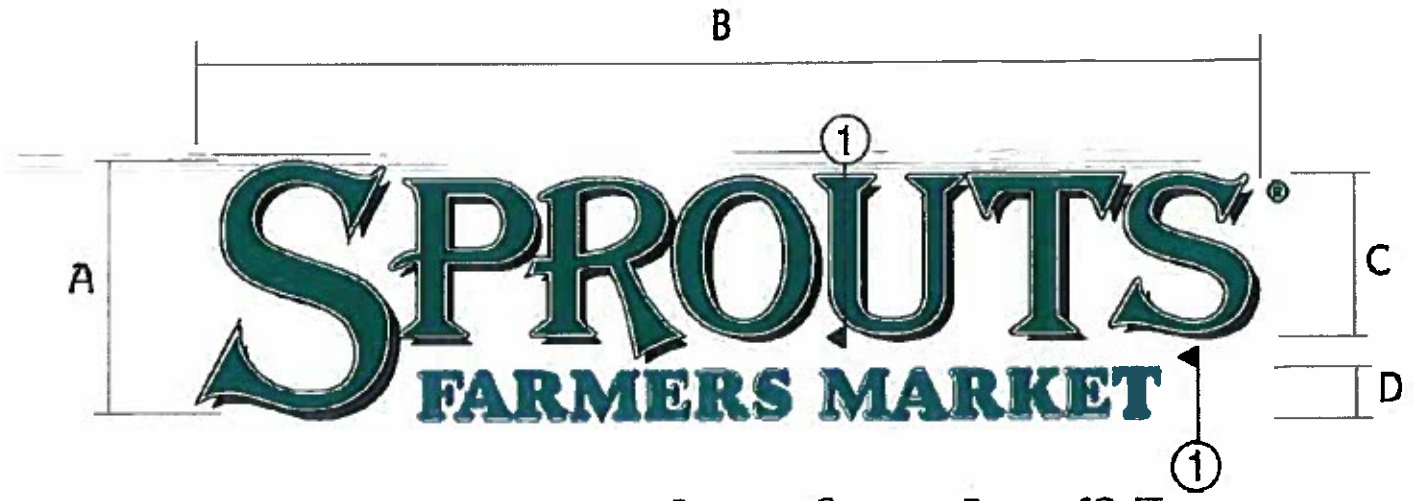
Columns:
1.5'w X 4.5'h X 16"d
Caps:
21"w X 21"d X 2.75"h

Center Wall:
9'w X 4'h X 10"d

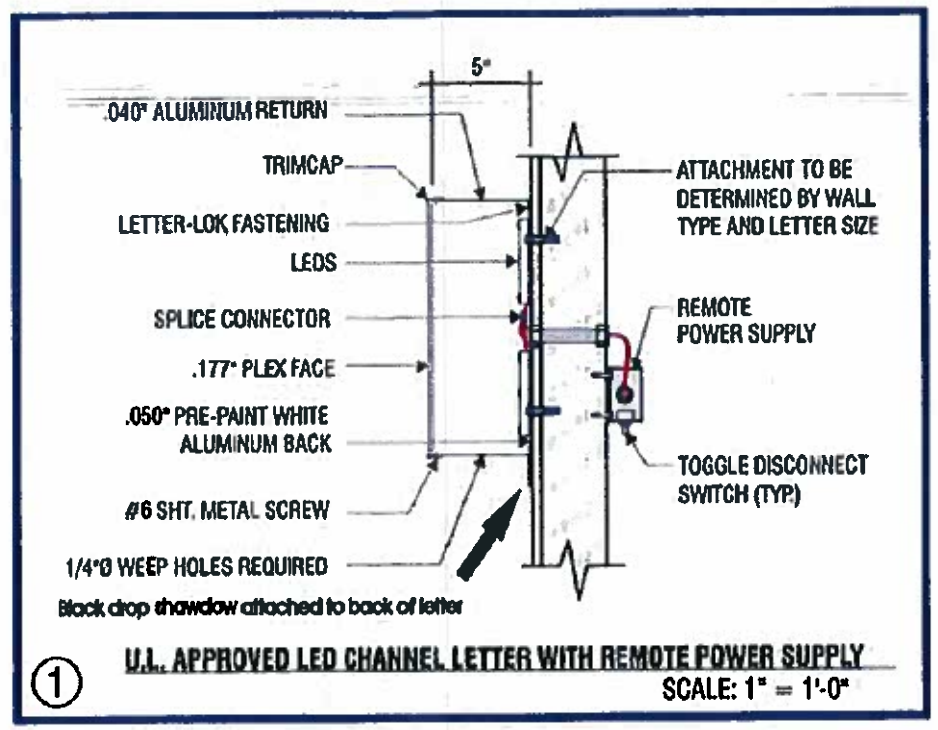
EXHIBIT B-2

TENANT'S EXTERIOR BUILDING SIGNAGE

Exhibit B-2, consisting of 3 pages, follows immediately after this page.



A	B	C	D	SQ. FT.
3'-0"	13'-0"	1'-11"	7 1/4"	39.0
3'-6"	15'-1"	2'-3"	8½"	52.7
4'-0"	17'-3½"	2'-6¾"	9 ½"	69.1
4'-6"	19'-5 ¾"	2'-10 ½"	10 ¾"	87.6
5'-0"	21'- 8"	3'-2 ½"	12"	108.3



1 U.L. APPROVED LED CHANNEL LETTER WITH REMOTE POWER SUPPLY
SCALE: 1" = 1'-0"

MANUFACTURE AND INSTALL ONE (1) NEW SET OF ILLUMINATED PLEX FACE CHANNEL LETTER

"SPROUTS" :

BACKS : .050" ALUM PRE-PAINT.

RETURNS : 5" DEEP X .040" ALUM. PRE-PAINT COIL MATTHEWS SATIN BLACK.

TRIMCAP : BLACK TRIMCAP.

FACES : .177" WHITE PLEX WITH FIRST SURFACE 3M 3630-156 VIVID GREEN VINYL WITH SHOW THRU WHITE BORDER AROUND OUTER PERIMETER OF LETTERS

ILLUMINATION: SLOAN WHITE LEDS WITH REMOTE POWER SUPPLIES

BACKDROP SHADOW : .050" ALUM PAINTED MATTHEWS SATIN BLACK.

"FARMERS MARKET":

BACKS : .050" ALUM PRE-PAINT.

RETURNS : 5" DEEP X .040" ALUM. PRE-PAINT COIL MATTHEWS SATIN BLACK.

TRIMCAP : BLACK TRIMCAP.

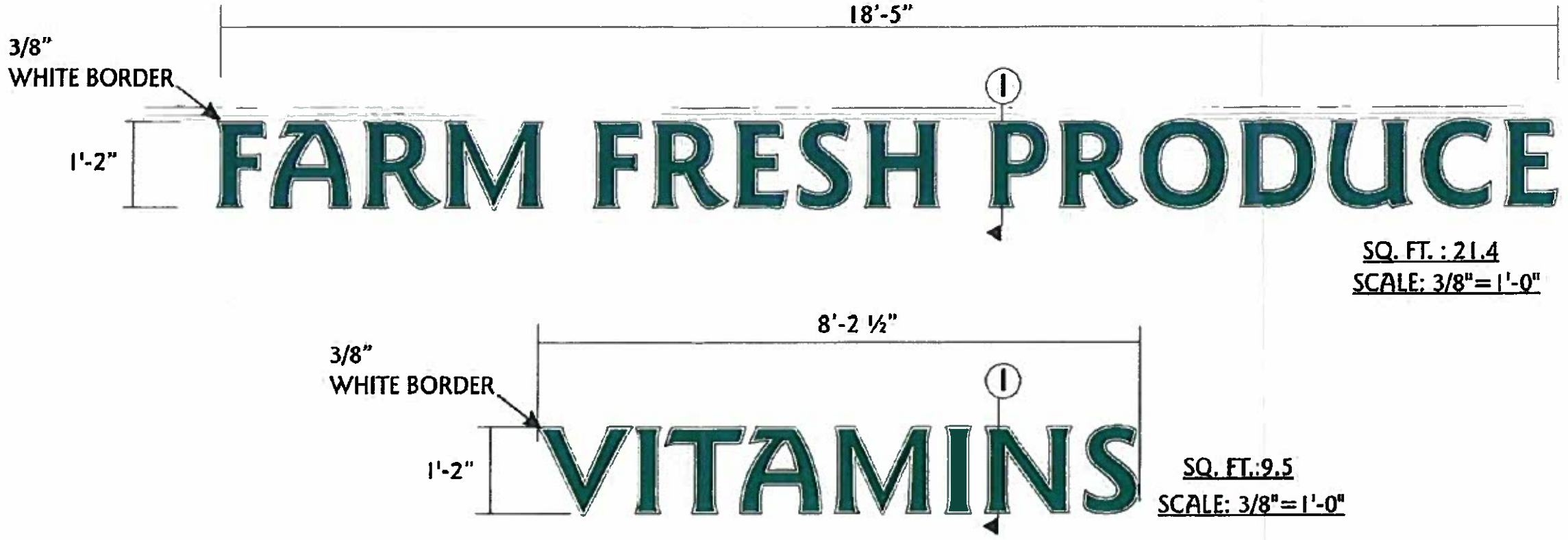
FACES : .177" WHITE PLEX WITH FIRST SURFACE 3M 3630-156 VIVID GREEN VINYL WITH SHOW THRU WHITE BORDER AROUND OUTER PERIMETER OF LETTERS

ILLUMINATION: SLOAN WHITE LEDS WITH REMOTE POWER SUPPLIES

REGISTERED TRADEMARK : .177" WHITE PLEX WITH 3M #3630-156 VIVID GREEN VINYL OVERLAY FOR TRADEMARK. FLUSH MOUNT TO EXISTING FASCIA.

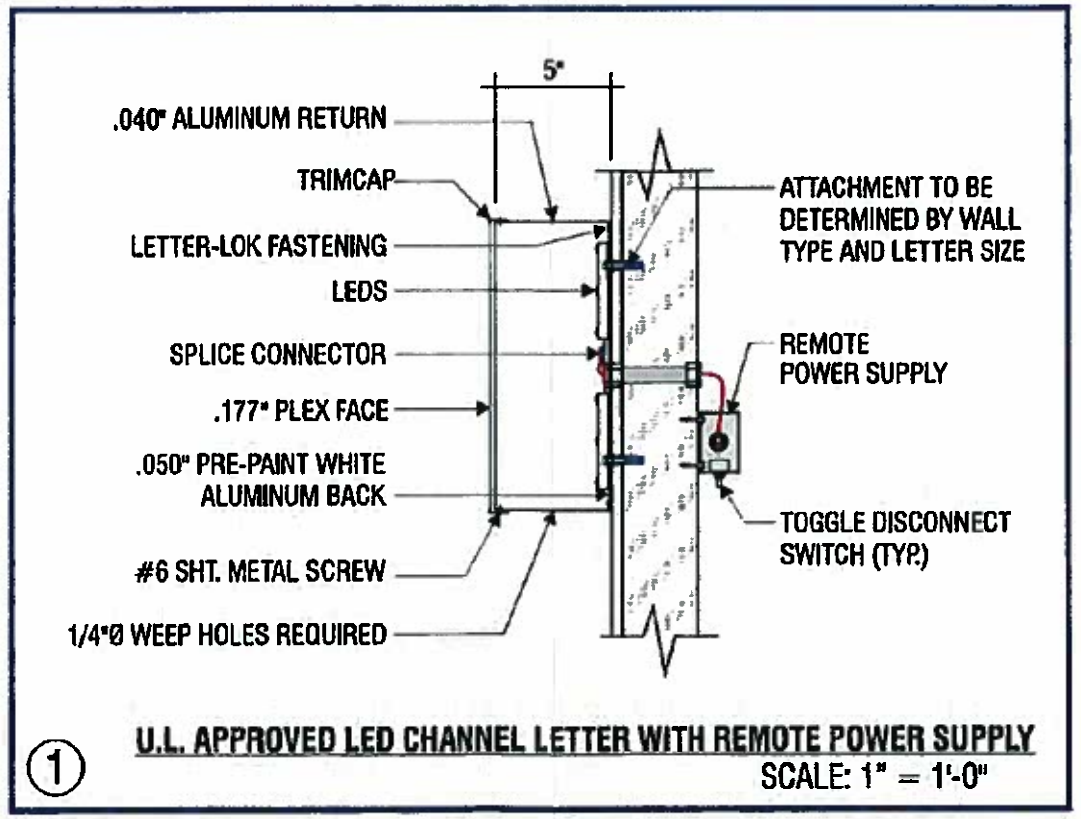
WHERE NEEDED, SELF-CONTAINED CHANNEL LETTERS TO BE FABRICATED AT 6"-8" DEEP.

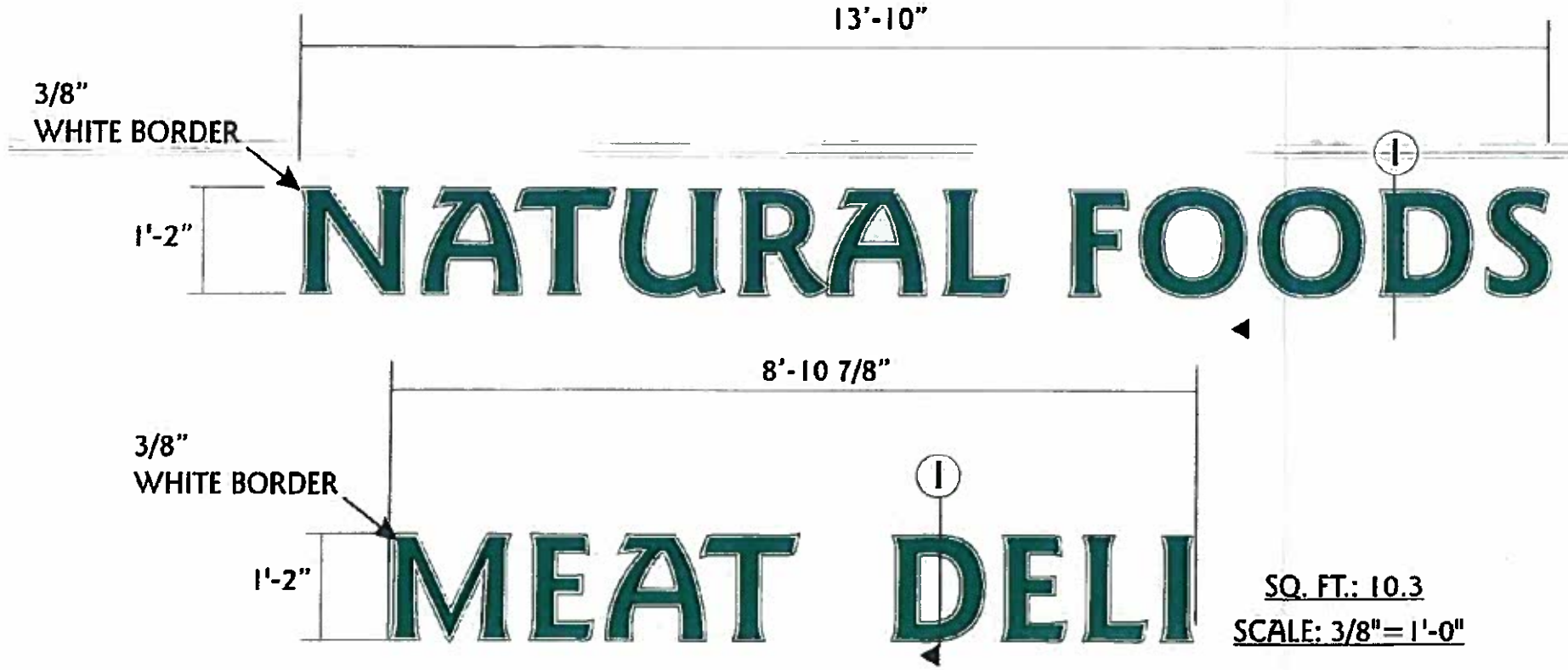
3'-0" -5'-0" stacked illuminated channel letters for light walls



MANUFACTURE AND INSTALL SETS OF ILLUMINATED CHANNEL LETTERS WITH REMOTE POWER SUPPLIES
BACKS" .050" ALUM PRE-PAINT.
RETURNS:; 5" DEEP X .040" ALUM PRE-PAINT COIL PAINTED MATTHEWS SATIN BLACK
TRIMCAP: 3/4" BLACK TRIMCAP
FACES: .177" THICK #7328 WHITE HIGH IMPACT ACRYLIC WITH FIRST SURFACE 3M #3630-156 VIVID GREEN VINYL LEAVING WHITE BORDER.
ILLUMINATION: SLOAN WHITE LED'S AS REQUIRED WITH REMOTE POWER SUPPLIES

VERIFY IF RACEWAY IS NEEDED



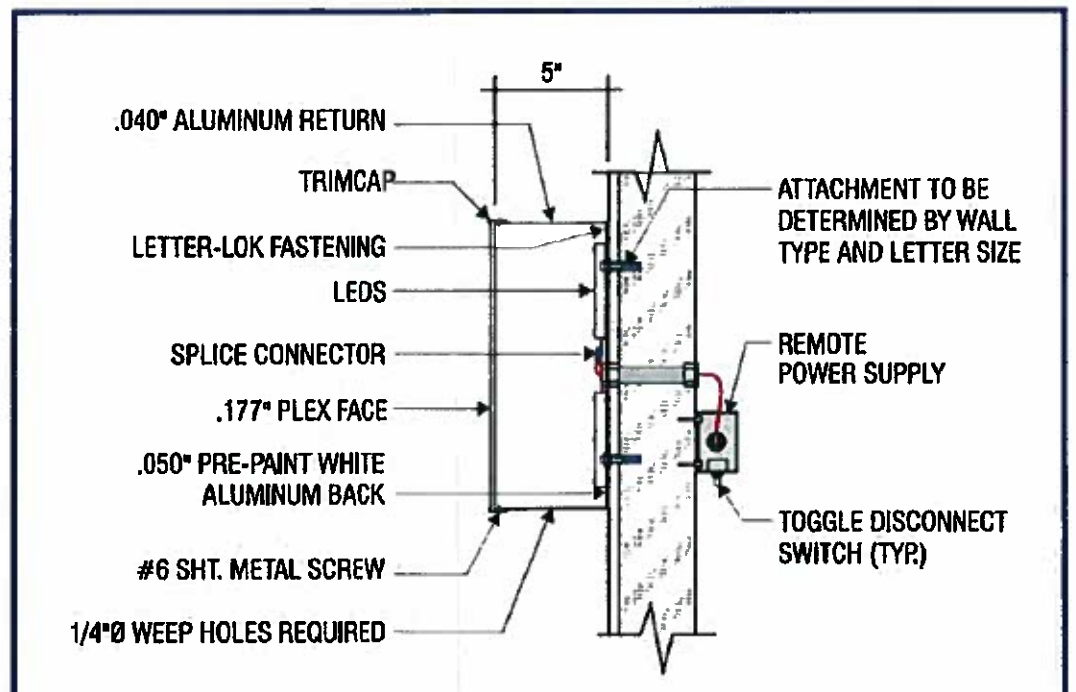


SCALE: 3/8"=1'-0"
SQ. FT.:16.1

SQ. FT.: 10.3
SCALE: 3/8"=1'-0"

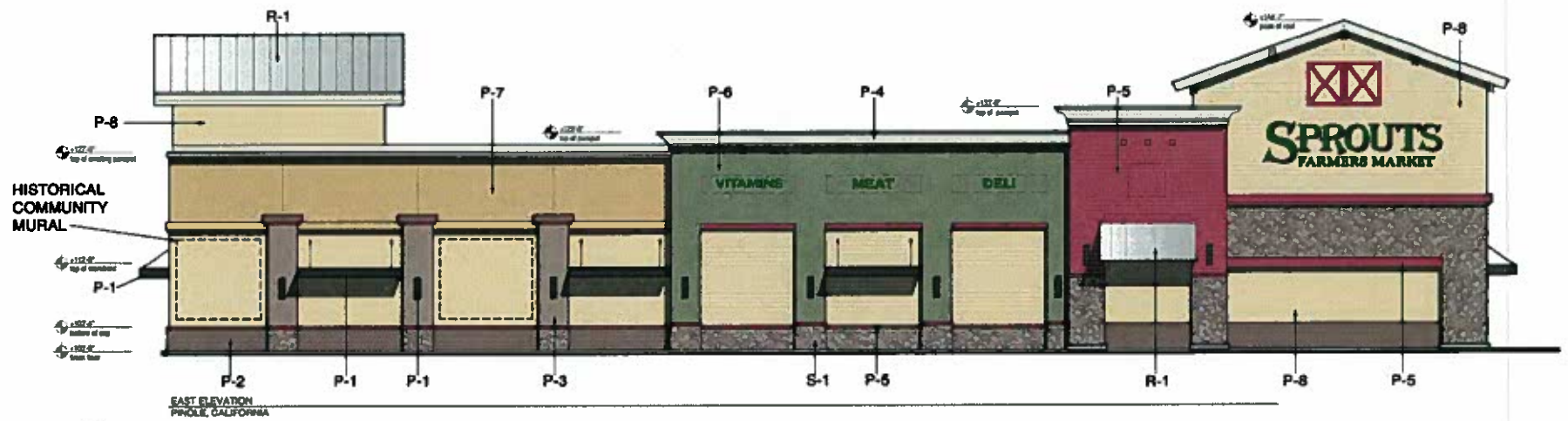
MANUFACTURE AND INSTALL SETS OF ILLUMINATED CHANNEL LETTERS WITH REMOTE POWER SUPPLIES
BACKS" .050" ALUM PRE-PAINT.
RETURNS:; 5" DEEP X .040" ALUM PRE-PAINT COIL PAINTED MATTHEWS SATIN BLACK
TRIMCAP: 3/4" BLACK TRIMCAP
FACES: .177" THICK #7328 WHITE HIGH IMPACT ACRYLIC WITH FIRST SURFACE 3M #3630-156 VIVID GREEN VINYL LEAVING WHITE BORDER.
ILLUMINATION: SLOAN WHITE LED'S AS REQUIRED WITH REMOTE POWER SUPPLIES

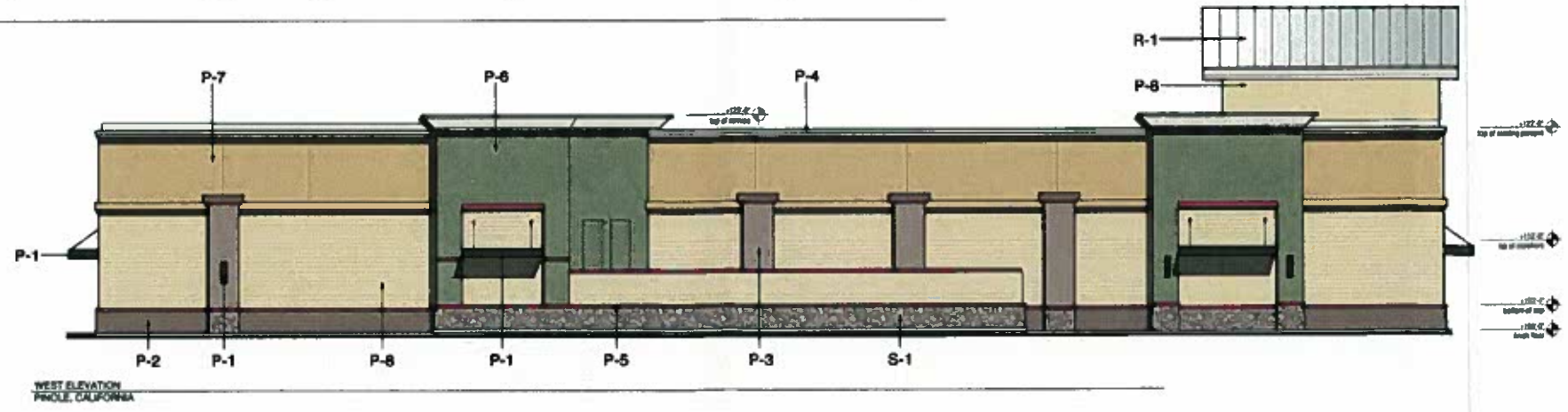
VERIFY IF RACEWAY IS NEEDED



① U.L. APPROVED LED CHANNEL LETTER WITH REMOTE POWER SUPPLY
SCALE: 1" = 1'-0"

EXHIBIT B-3





June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

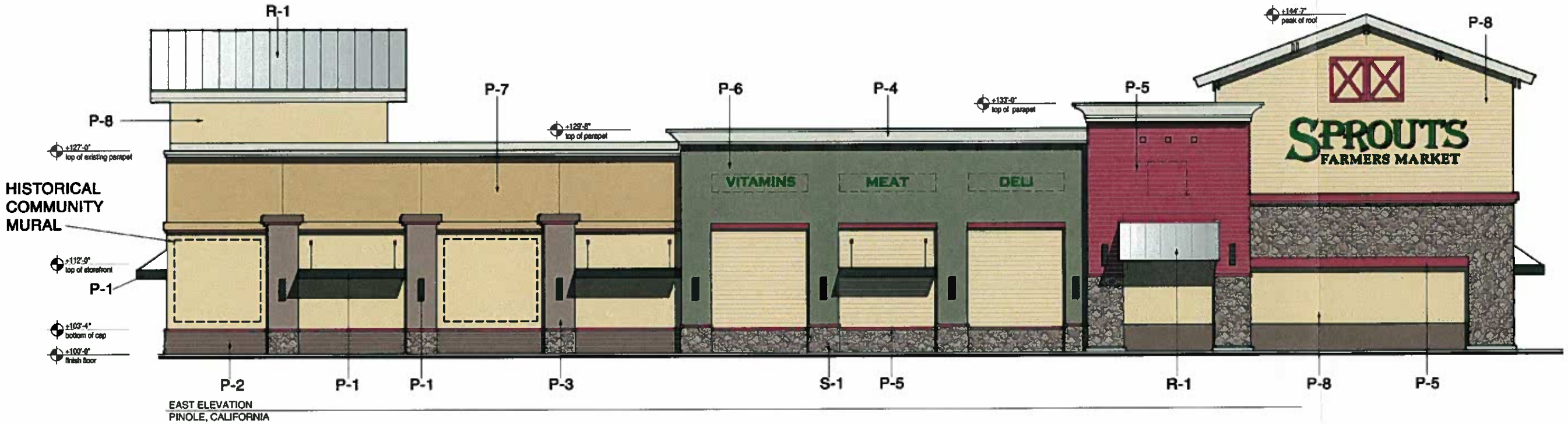
EXHIBIT B-3-1

SOUTH ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-2

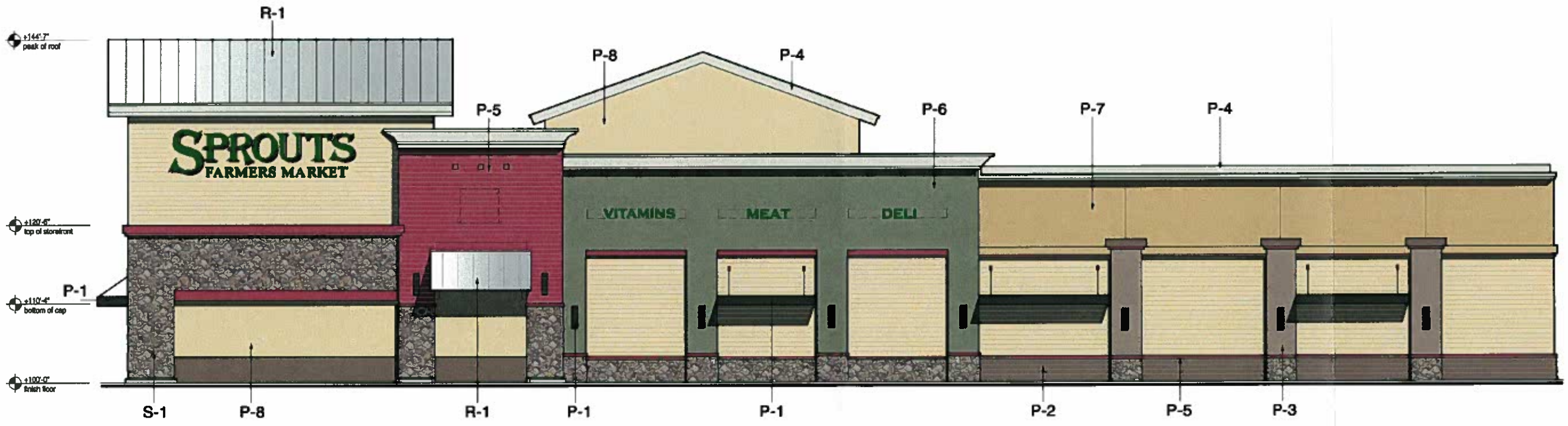


EAST ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-3

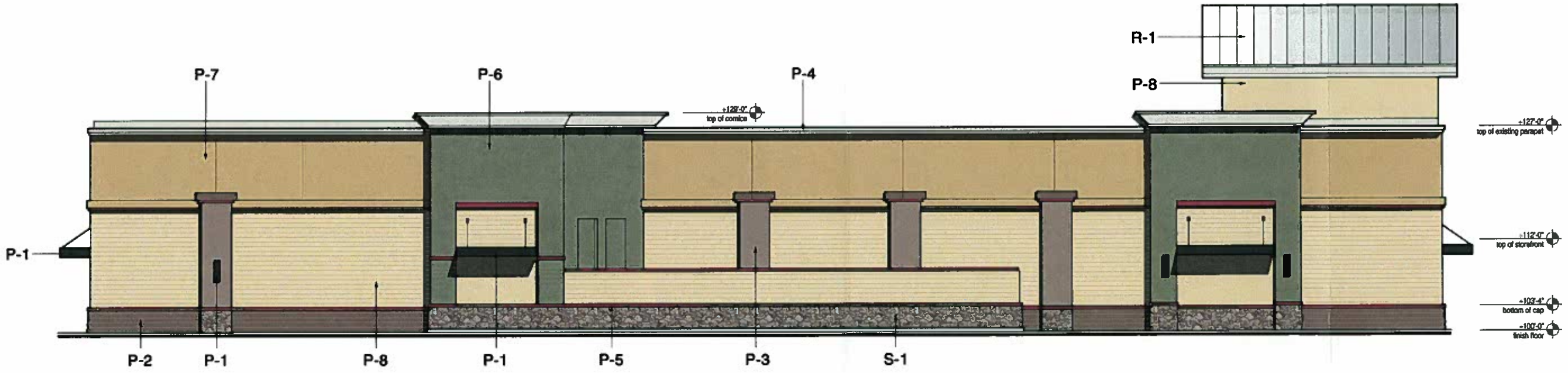


NORTH ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

EXHIBIT B-3-4

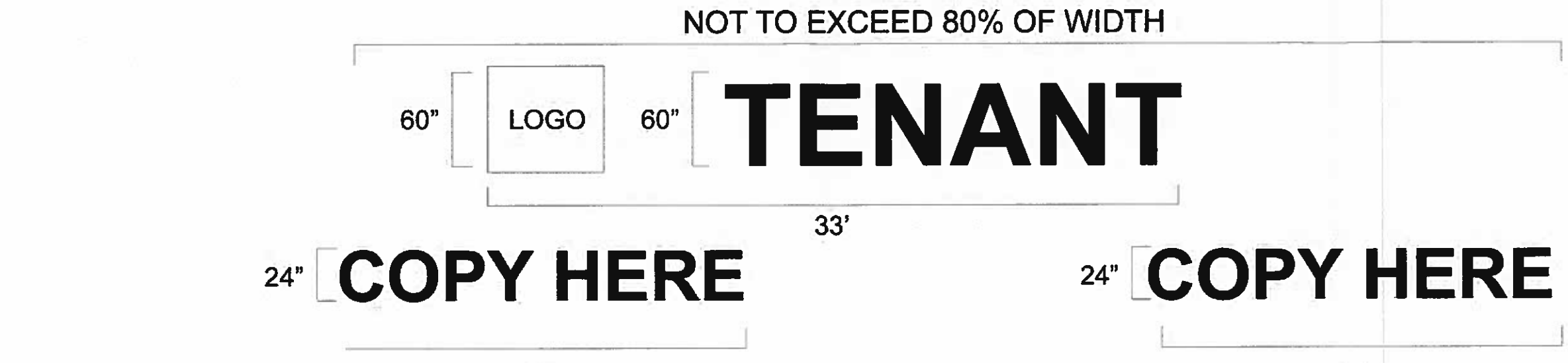


WEST ELEVATION
PINOLE, CALIFORNIA

June 16th, 2014
FITCH

PRELIMINARY EXTERIOR ELEVATIONS
PINOLE, CALIFORNIA

ONE LINE: MAJOR AND
SINGLE TENANT
WITH DRIVE-THROUGH



TWO LINE: MAJOR AND
SINGLE TENANT
WITH DRIVE-THROUGH

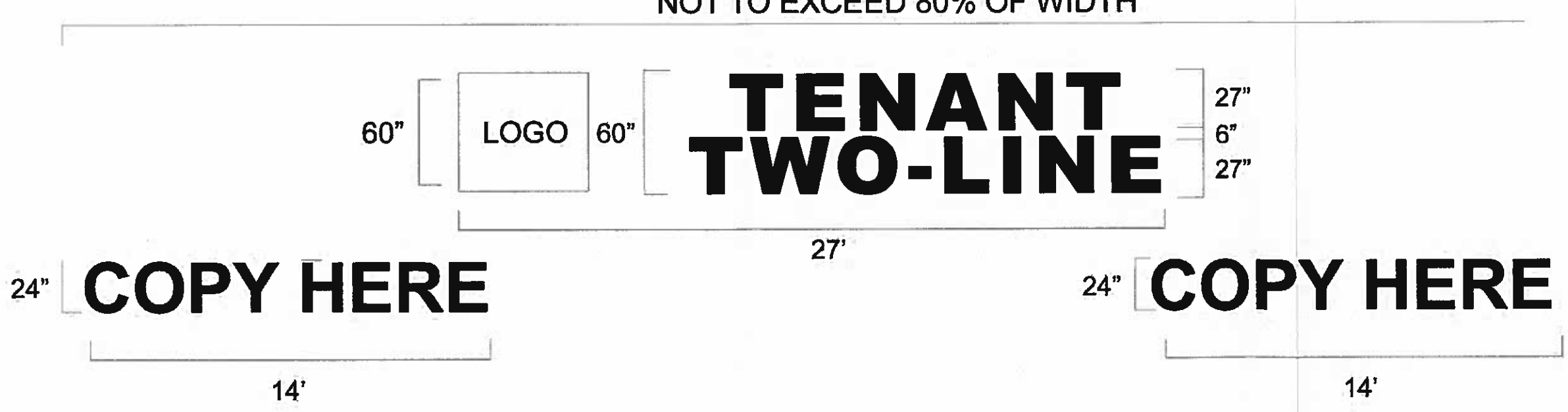
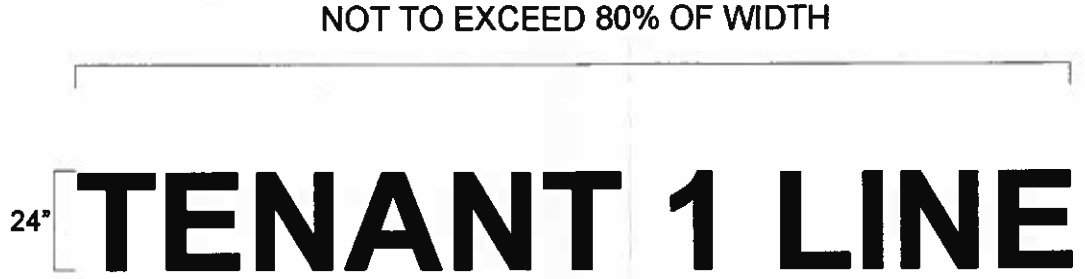


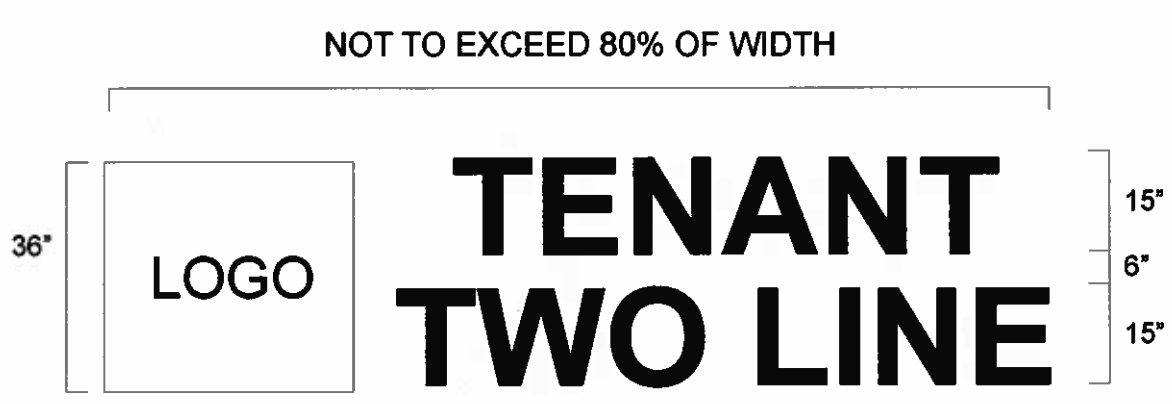
EXHIBIT C-2

LOGO BOX WITH ONE LINE LAYOUT

ONE LINE LAYOUT



LOGO BOX WITH TWO LINE LAYOUT



TWO LINE LAYOUT

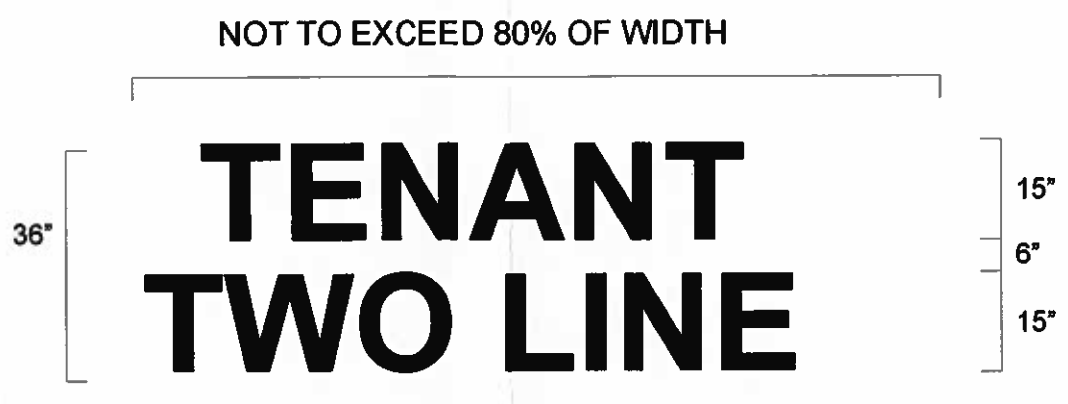


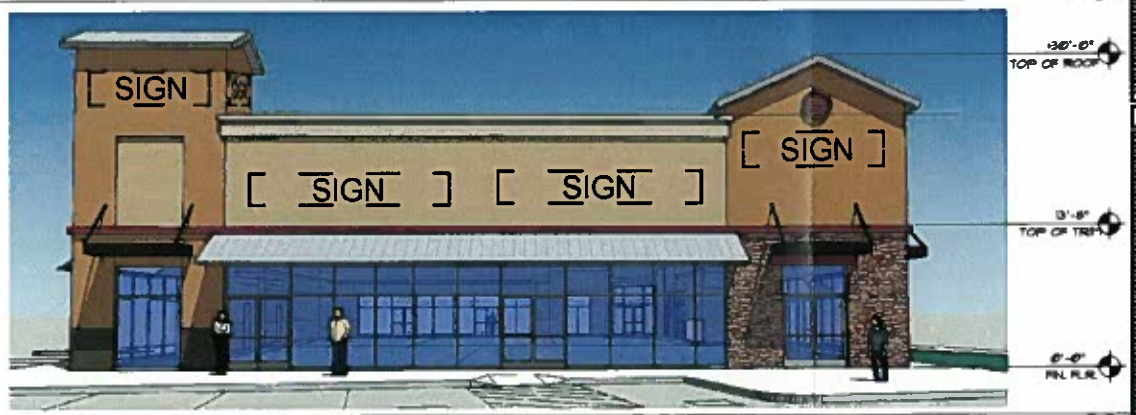
EXHIBIT D-1

VIEW TO THE SOUTHWEST

VIEW TO THE NORTHWEST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 5 A201
SCALE: 1/8" = 1'-0"

PROPOSED NORTH EXTERIOR ELEVATION 1 A201
SCALE: 1/8" = 1'-0"



PROPOSED SOUTH EXTERIOR ELEVATION 2 A201
SCALE: 1/8" = 1'-0"

PROPOSED EAST EXTERIOR ELEVATION 3 A201
SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 4 A201
SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

MATERIALS:

- A — MANUFACTURED STONE VENEER (TO MATCH MARKET)
- B — SLOPED METAL AWNINGS PAC-CLAD, GALVALUME
- C — FLAT METAL CANOPY
- D — HOLLOW METAL DOOR
- E — ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- F — GLAZING CLEAR LOW-E 1" INSULATED GLASS
- G — EXTERIOR PLASTER

COLORS:

- 1 — DUNN-EDWARDS PAINTS DE 5269, "YUCATAN"
- 2 — DUNN-EDWARDS PAINTS DE 5117, "REDWOOD CITY"
- 3 — DUNN-EDWARDS PAINTS DE 733, "SOLAR WIND"
- 4 — DUNN-EDWARDS PAINTS DE 6264, "FAIR SPRING"
- 5 — DUNN-EDWARDS PAINTS DE 6232, "ABSTRACT WHITE"
- 6 — DUNN-EDWARDS PAINTS DE 6035, "LYNX"

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ARCHITECTURE PLANNING
499 EMBARCADERO
OAKLAND
CALIFORNIA
94606
PHONE 510 434 9888

issue	date	description
1	26 SEPT. 2014	ENTITLEMENT APPLICATION

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

SHOPS EXTERIOR ELEVATIONS

A201

GEORGE MEU ASSOCIATES
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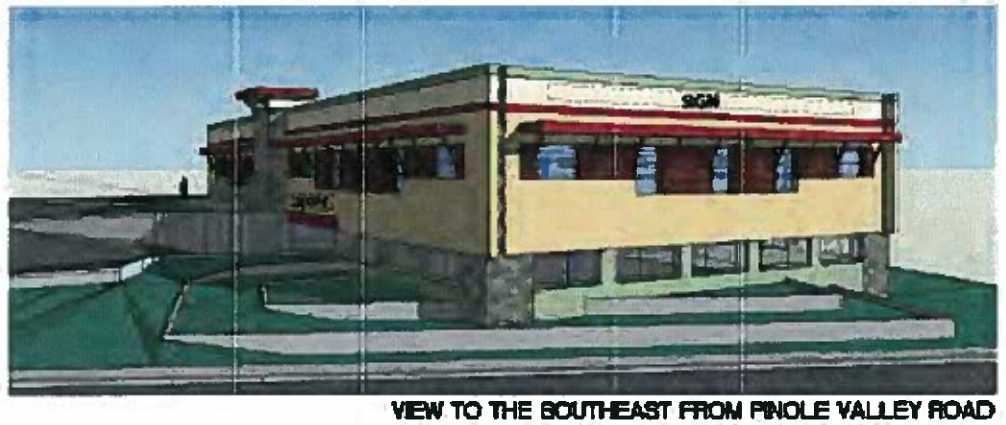
EXHIBIT E-1

VIEW TO THE SOUTHWEST



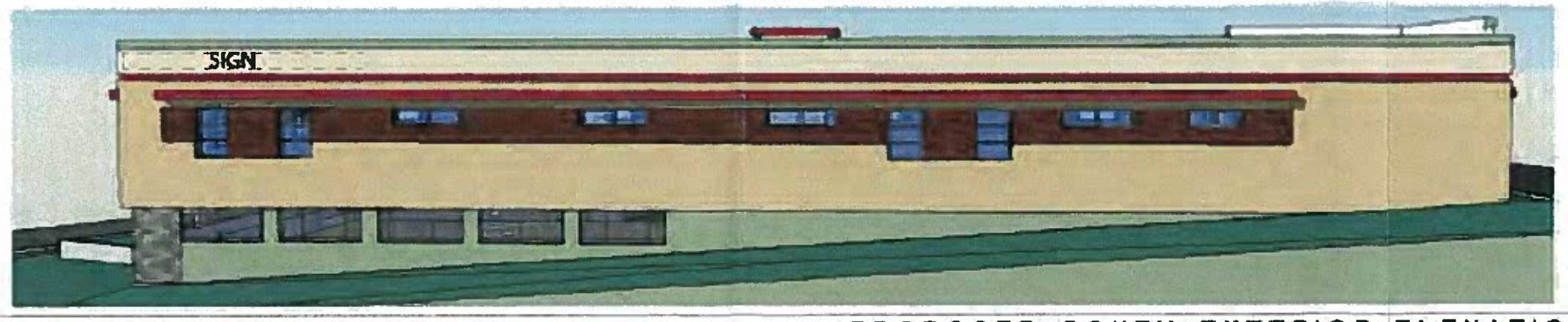
VIEW TO THE SOUTHEAST FROM PINOLE VALLEY ROAD

PERSPECTIVE VIEWS (WITH TYPICAL FINISHES) 6 A202
SCALE: 1/8" = 1'-0"

PROPOSED EAST EXTERIOR ELEVATION 1 A202
SCALE: 1/8" = 1'-0"

PROPOSED WEST EXTERIOR ELEVATION 2 A202
SCALE: 1/8" = 1'-0"

PROPOSED NORTH EXTERIOR ELEVATION 3 A202
SCALE: 1/8" = 1'-0"



PROPOSED SOUTH EXTERIOR ELEVATION 4 A202
SCALE: 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND

MATERIALS

- RED CEDAR HORIZONTAL SIDING
- VENEER TILE (SIMILAR TO KAISER BUILDING)
- METAL AWNINGS
- METAL TUBULAR FENCING
- HOLLOW METAL DOOR
- ALUMINUM STOREFRONT CLEAR ANODIZED ALUMINUM
- GLAZING CLEAR LOW-E / ANALYZED GLASS
- EXTERIOR PLASTER

COLORS

- CABOT WOOD STAIN
- DUNN-EDWARDS PAINTS DE 3[illegible] "REDWOOD CITY"
- DUNN-EDWARDS PAINTS DE 5[illegible] "GRANOLA"
- DUNN-EDWARDS PAINTS DE [illegible] "SPRING LEAVES"
- DUNN-EDWARDS PAINTS DE [illegible]
- DUNN-EDWARDS PAINTS DE [illegible] "BLACK BAY"

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Issue	date	description
1	26 SEPT 2014	SUPPLEMENT APPLICATION

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/O THOMAS PROPERTIES
3100 OAK ROAD, SUITE #140
WALNUT CREEK, CA 94597

MEDICAL SERVICES EXTERIOR ELEVATIONS

A202

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EXHIBIT F-1

2 EAST ELEVATON
Note: 1/4" = 1'-0"

3 NORTH ELEVATION
Note: 1/4" = 1'-0"

1 SOUTH ELEVATION
Note: 1/4" = 1'-0"

4 WEST ELEVATION
Note: 1/4" = 1'-0"

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issue	date	description
1	11 JULY 2014	DEVELOP. APPLIC.

PROPOSED NEW COMMERCIAL DEVELOPMENT

GATEWAY SHOPPING CENTER

FOR THOMAS GATEWAY, LLC

PINOLE VALLEY ROAD BETWEEN I-80 AND HENRY AVENUE
PINOLE, CALIFORNIA

1314 GATEWAY

drawn by | checked by | job number

APPLICANT:
THOMAS GATEWAY, LLC
C/0 THOMAS PROPERTIES
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WALNUT CREEK, CA 94597

SHEET TITLE:
EXTERIOR ELEVATIONS

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

SD-3

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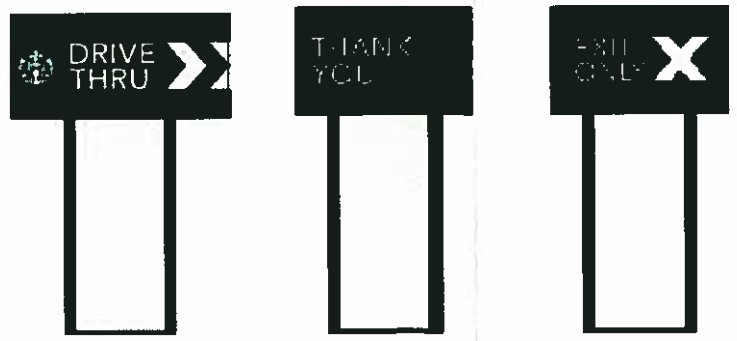
New Signage Component Overview

directional
on building

pylon

monument

height
restriction bar



directional signs
(on footings)

New Order Zone Components: New Store Scope Only

Preferred Components

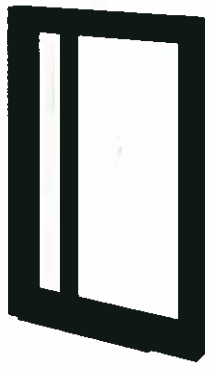
Pre Menu Board 14120

Canopy for Digital Order Screen 14163

5 Panel Menu Board 14119

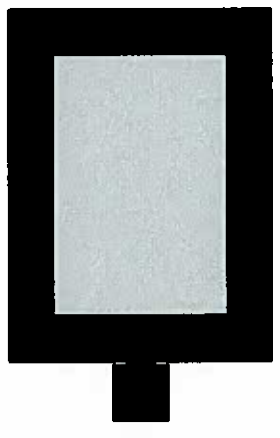
Trade Down Components

Digital Order Screen post mount bracket 14030



Digital Order Screen wall mount bracket 14087

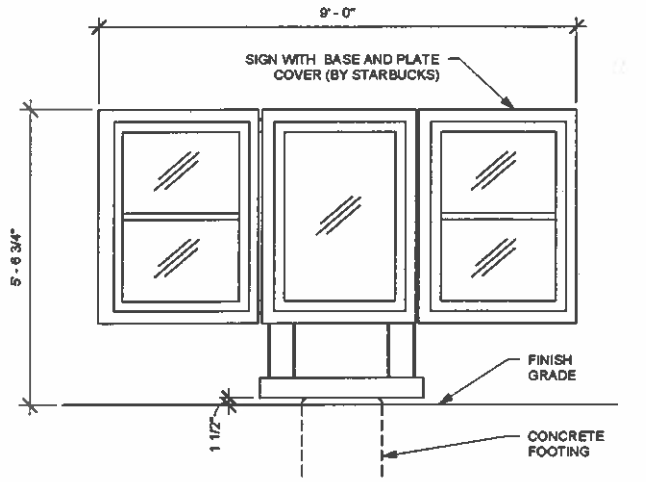
Speaker Post 14148



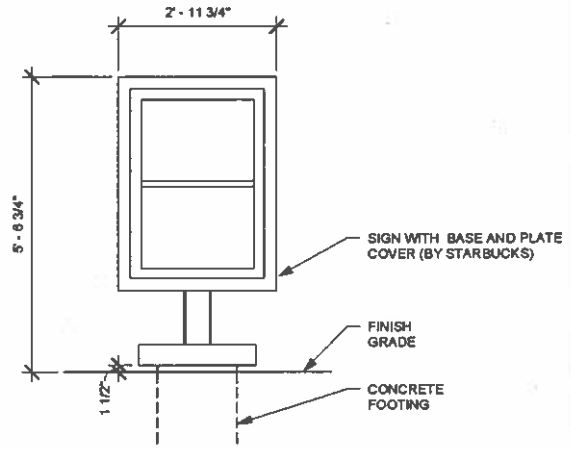
Light Box (static image) DID 14239

3 Panel Menu Board 14118

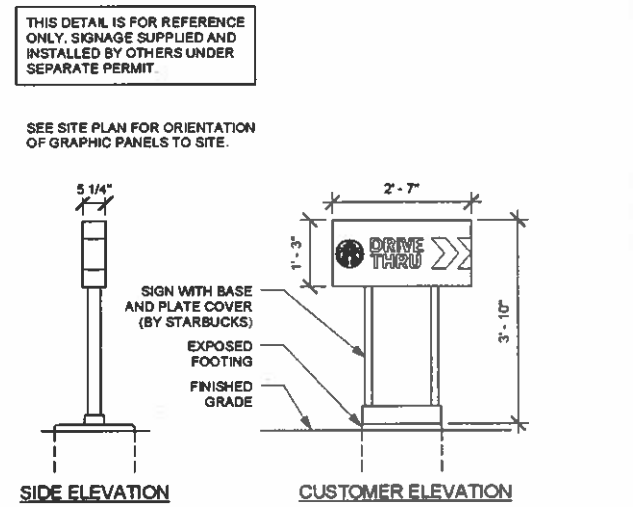
EXHIBIT F-4



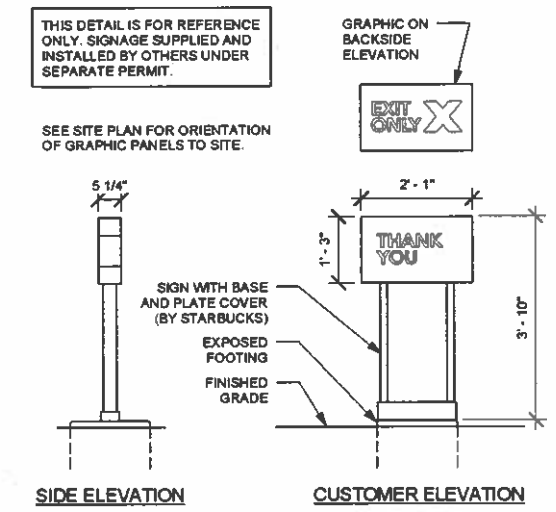
1 DTE - MENU 5 PANEL FREESTANDING
Scale: 1/2" = 1'-0"



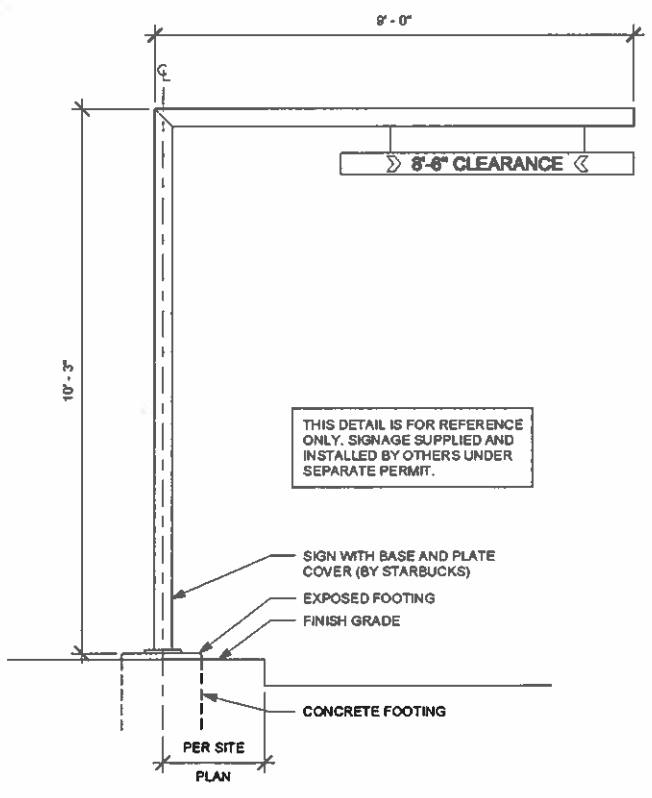
2 DTE - PRE-MENU FREESTANDING
Scale: 1/2" = 1'-0"



3 DTE - DIRECTIONAL SIGN WITH LOGO - ENTRY
Scale: 1/2" = 1'-0"



4 DTE - DIRECTIONAL SIGN - EXIT
Scale: 1/2" = 1'-0"



5 DTE - CLEARANCE BAR ELEVATION
Scale: 1/2" = 1'-0"