

BEFORE THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF FRESNO, STATE OF CALIFORNIA

DECLARATION OF RESTRICTIONS )  
AND GRANT OF RECIPROCAL EASEMENTS ) RESOLUTION  
FOR CEDAR & SHEILDS SHOPS LLC. )

WHEREAS, a Declaration of Restrictions and Grant of Reciprocal Easements was filed on February 26, 2010, concerning 2,445 square feet of real property located at 3040 North Cedar Avenue, Fresno, CA 93703, APN# 447-031-70 ("Declaration") attached hereto as Exhibit A. The real property is a shopping center made up of three (3) separate parcels, labeled as Parcels C, D, and E (collectively, "Parcels") in the Declaration ("Real Property").

WHEREAS, the Declaration imposes covenants, conditions, restrictions, easements, and encumbrances upon the Real Property, for a term of fifty (50) years from the date of the Declaration, which are binding upon the Real Property's successors and owners of the individual Parcels.

WHEREAS, as detailed in the Declaration, the ongoing maintenance costs of the Real Property's common areas ("Common Area Costs") are to be shared between the owners of the Parcels based upon each parcel owner's pro rata share of the Real Property. The Declaration states that the owner of Parcel C shall be responsible for the maintenance of the common areas and payment of the maintenance, to be reimbursed by the owners pursuant to their respective pro rata shares.

WHEREAS, the County of Fresno is the record owner per recorded grant deeds for Parcel D, a building area of 13,969 square feet, and is in the process of purchasing Parcel E, a building area of 2,295 square feet ("County Properties").

THEREFORE, BE IT RESOLVED by the County of Fresno Board of Supervisors:

The County of Fresno is authorized to pay its pro rata share of the Common Area Costs for the County Parcel D, which are calculated on a quarterly basis.

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THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 23<sup>rd</sup> day of April, 2024, to

wit:

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero  
NOES: None  
ABSENT: None  
ABSTAINED:None

  
\_\_\_\_\_  
Nathan Magsig, Chairman of the Board of Supervisors  
of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
\_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:  
ORG No.: 7511  
Cost Center No.: 75112006 and 75110100  
Account No.: 7345  
Fund: 0107  
Program No: 0  
Subclass: 10000

Exhibit A  
Declaration

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Recording Requested By And  
When Recorded Return To:

Cedar & Shields Shops LLC  
c/o Duckett-Wilson Development Company  
11150 Santa Monica Boulevard, Suite 760  
Los Angeles, California 90025  
Attn: Mr. Patrick Conway



FRESNO County Recorder  
Robert C. Werner  
**DOC- 2010-0026617**  
Acct 5-First American Title Insurance Company  
Friday, FEB 26, 2010 14:45:11  
Ttl Pd \$120.00 Nbr-0003167866  
RGR/R4/2-33

Space Above this Line for Recorder's Use

**DECLARATION OF RESTRICTIONS  
AND GRANT OF RECIPROCAL EASEMENTS**

This **DECLARATION OF RESTRICTIONS AND GRANT OF RECIPROCAL EASEMENTS** ("Declaration") is made and entered into as of *February 10*, 2010 by Cedar & Shields Shops LLC, a California limited liability company ("Declarant"), in contemplation of and with reference to the following facts and intentions:

A. Declarant is the owner in fee simple of approximately 2.445 acres of real property (the "Center") situated in the City of Fresno, County of Fresno, State of California, and described as set forth in **Exhibit A-1** attached hereto and incorporated by reference herein (the "Site Plan").

B. Declarant has subdivided the Center into multiple parcels, consisting of "Parcel C", "Parcel D" and "Parcel E", generally as depicted on the parcel map attached hereto as **Exhibit B-1**. Parcel C, Parcel D and Parcel E are legally described as set forth in **Exhibit B-2** attached hereto and incorporated by reference herein.

C. It is the purpose and intent of this Declaration to subject the Center to the covenants, conditions and restrictions hereinafter set forth, and to establish the reciprocal easements hereinafter described, pursuant to a general plan of development of the Center, and for the mutual benefit of Declarant and its respective heirs, executors, successors, assigns, grantees, mortgagees and tenants.

D. The Center is adjacent to approximately 1.785 acres of real property (the "Adjacent Property") as depicted on **Exhibit A-2** situated in the City of Fresno, County of Fresno, State of California, and the Center and the Adjacent Property are subject to (i) that certain Amended and Restated Agreement Establishing Easements and Restrictive Covenants executed by and between Namba Enterprises, LP, a California limited partnership and Halferty Development Company, LLC, a Delaware limited liability company, dated June 1, 2006 and recorded July 21, 2006 as Document No. 2006--152046, Official Records of Fresno County (the "REA"), and (ii) that certain Declaration of Covenants and Grant of Reciprocal Access Easements executed by and between Namba Enterprises, LP, a California limited partnership and Halferty Development Company, LLC, a Delaware limited liability company, dated June 1, 2006

and recorded July 21, 2006 as Document No. 2006--152045, in the Official Records of Fresno County (the "Grant & Declaration"; collectively with the REA, the "CC&Rs"). Each Parcel in the Center shall at all times comply with all of the provisions of the CC&Rs, and any costs incurred under REA and the Grant & Declaration shall be allocated among each Owner in the percentages as set forth in Section 4(f) of this Declaration. Should there be a conflict between this Declaration and the CC&Rs, the CC&Rs shall prevail.

NOW, THEREFORE, Declarant does hereby impose the following covenants, conditions, restrictions, easements and encumbrances upon the Center, which shall be binding upon and inure to the benefit of Declarant and its successors, assigns, transferees, mortgagees and tenants, and which shall attach to and run with the Center, and shall be a limitation upon any future Owner or Owners of any part or Parcel of the Center. Each easement granted herein shall be appurtenant to the dominant estate, and all covenants, conditions, restrictions and encumbrances shall be covenants running with the land.

#### 1. DEFINITIONS

The following terms are for the purpose of this Declaration defined as follows.

- a. "Building Area" refers to an area delineated as a building as shown **Exhibit A-1**.
- b. "Common Area" means all areas within the exterior boundaries of the Center (or areas immediately adjacent to the Center such as, but not limited to, landscaped medians) which are now or hereafter made available for the general use, convenience and benefit of the Owners or Occupants within the Center and their respective employees, vendors, customers and other invitees, including landscaped and planted area, paved parking area, paved service area, sidewalks, ramps, roadways, driveways, curbs, curb cuts and all similar facilities and areas now or hereafter existing in the Center. Notwithstanding the above, Trash Enclosures are specifically excluded from the Common Area.
- c. "Hazardous Materials" is defined in Section 2(e)(ii).
- d. "Mortgage" is any mortgage and/or deed of trust (including without limitation, a leasehold mortgage or leasehold deed of trust), and/or other real property security device, and the note or other obligation secured by any such mortgage, deed of trust and/or other real property security device.
- e. "Mortgagee" is the mortgagee under any mortgage and the beneficiary under any deed of trust (including, without limitation, the leasehold mortgagee and beneficiary under a leasehold deed of trust), and/or the secured party under any other real property security device.
- f. "Occupant" is a person and/or entity that occupies, or has a right to occupy, all or part of a Parcel pursuant to a lease, license, or other type of occupancy agreement from the Owner of the Parcel in question.
- g. "Owner" is any person or entity who or which is the record owner of fee simple title to a Parcel, or any portion thereof, which is part of the Center.

h. "Parcel" is any of the separate lots known as the "Parcel C", "Parcel D" and "Parcel E".

i. "Parking Area" refers to all those parts of the Center which are not Building Area, excluding however any sidewalks, Trash Enclosures, landscaping, loading or unloading areas.

j. "Trash Enclosures" shall refer to the enclosures shown on **Exhibit A-1** and the immediate surrounding area.

## 2. LAND USE

a. Permitted Uses Subject to the restrictions set forth in this Declaration, the Center, and any portion thereof, shall be used, if at all, only for the construction, operation and maintenance thereon of retail businesses and for parking areas relating to and necessary for the operation of the foregoing; provided, however, that all such uses shall conform to all applicable laws and regulations having the force of law and shall be consistent with the terms of this Article 2.

b. Intent Regarding Permitted Uses. At all times during the term of this Declaration, the buildings and other improvements on the Building Areas shall be maintained and operated in a first class manner equal to that of comparable retail properties in Fresno County, California.

c. Exclusive Uses.

i. No part of the Center shall be occupied or used for the purposes of a business, trade or profession which requires or has a license or permit to conduct a pharmacy or any business which employs or is required to employ a registered or licensed pharmacist, nor for the conduct of any store, business, trade or profession which is called, labeled, named or is commonly known or referred to as a "drug store", "pharmacy" or "apothecary", nor shall such property be used for parking area for a pharmacy or other facility described in this Section 2(c)(i).

ii. No part of the Center other than the building initially constructed for Fresh & Easy Neighborhood Market Inc. (together with its successors and assigns, "Fresh & Easy") on Parcel D shall be occupied, used or operated as a (a) grocery store, (b) store selling beer, wine or liquor for off-premises consumption or (c) convenience store.

iii. No Owner or Occupant shall (A) have the right to use the Common Areas of the Center for income-producing (selling) promotional events including truckload sales; (B) except as otherwise provided in this Declaration, be permitted to store or display merchandise in the Common Areas (provided, however, an Owner or Occupant shall have the right sell merchandise from sidewalks within the Center so long as such sales (1) are pre-approved by each other Owner, (2) do not block pedestrian access along the sidewalks, (3) are professionally prepared and neatly displayed, and (4) occur in conjunction with national holidays or special events and for no more than 10 days at any 1 time); or (C) solicit business within the Common Areas or distribute handbills or other advertising matter in the Common Areas or on automobiles parked in the parking area or in other Common Areas. Notwithstanding the foregoing, Fresh & Easy may, without prior written consent from any other Owner or Occupant, place or maintain

any merchandise or other articles in any vestibule at the front entrance of its building or on the walkways adjacent thereto, which use shall be exclusive to Fresh & Easy; provided, that Fresh & Easy's use in accordance with the foregoing shall not interfere with pedestrian or vehicular traffic at the Center. All deliveries to Owners or Occupants of the Center shall be in the rear or at the side of their respective buildings and shall not interfere with another Owner's or Occupant's deliveries or operations.

d. No Interference with Easements. No use of the Center shall be made which shall interfere with the use of the easements of ingress and egress that are granted in this Declaration or impede the free flow of vehicular or pedestrian traffic between the Parcels.

e. Hazardous Substances. Each Owner covenants that:

i. If during the term hereof, any Hazardous Materials or underground storage tanks are found on an Owner's Parcel, such Owner, within ninety (90) days after written notice from any other Owner, or within ninety (90) days after such Owner receives knowledge thereof from any source, at such Owner's sole cost and expense, shall, if required by a governmental agency or authority with jurisdiction over the subject Parcel, commence to remove and/or abate the same, and to restore the Parcel to a condition which complies with all applicable laws, rules and regulations. If within ninety (90) days after receipt of such notice, such Owner has not commenced such removal or abatement and proceeded continuously and diligently to complete the same, any other Owner may at any time thereafter, upon ninety (90) days written notice, (i) hire any contractors and experts such other Owner deems necessary to effect and supervise such removal and/or abatement and restorations of the Parcel, (ii) institute appropriate legal proceedings to specifically enforce all obligations, and (iii) seek any remedy provided by law and this Declaration. Removal, abatement, remediation and restoration shall be performed in compliance with all applicable federal, state and local laws, rules, regulations and ordinances governing such activity.

ii. As used in this Declaration, the term "Hazardous Materials" means any substance, material, or waste now or hereafter determined by any federal, state, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including, but not limited to, any substance, material or waste: (i) containing asbestos, radioactive materials, petroleum, petroleum fractions, or petroleum distillates; (ii) now or hereafter defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of California law; (iii) now or hereafter defined as "hazardous waste" pursuant to Section 2005 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6903 *et seq.*; or (iv) now or hereafter defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*

iii. If an Owner effects such removal and/or abatement, remediation and restoration on another Owner's Parcel pursuant to the foregoing provisions of this Declaration, the Owner doing so shall be entitled to full reimbursement of all costs and expenses associated therewith, including, but not limited to (i) restorations, (ii) removal and/or abatement and/or disposal of Hazardous Materials or underground storage tanks, (iii) air quality and materials

testing, (iv) related consultants' and experts' fees, and (v) fines, fees or costs of any nature whatsoever charged or assessed by any governmental authority or agency pursuant to regulating and/or supervising such removal and/or abatement and/or disposal of Hazardous Materials or underground storage tanks, together with interest thereon at the rate of ten percent (10%) per annum.

iv. Each Owner shall defend, indemnify and hold harmless each other Owner, its officers, directors, members, managers, partners, employees, and agents, and any successors, their officers, directors, members, managers, partners, employees, and agents against any and all claims, demands, losses, liabilities, costs and expenses (including attorneys' fees at trial and on any appeal or petition for review) incurred by such other Owner in connection with investigatory or remedial action required by all applicable laws, rules and regulations and arising out of, or in connection with, the breach of any of the covenants contained in this Section 2(e), or which may be incurred by any other Owner in connection with any investigatory or remedial action that may be required by any applicable laws, rules and regulations arising out of or in connection with the presence of any Hazardous Materials which may come to be located on any other Owner's Parcel as a result of the activities of any Owner or its employees, tenants, agents or contractors.

### 3. PROVISIONS RELATING TO BUILDINGS

a. Construction. All construction, alterations, and/or repair work undertaken by the Owner of any Parcel shall be accomplished in the most expeditious manner (subject to force majeure) possible and in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction over such work. An Owner shall use all commercially reasonable measures to minimize any disruption or inconvenience to the other Owners or Occupants by such work. Except for the initial construction of the Center improvements and Building Areas shown on the Site Plan, or in cases of emergency, no such work shall be scheduled during the holiday season, which is defined, for purposes hereof, as the period from November 15 through January 15, if such work will result in any interference, obstruction or delay in: (i) public access to or from the Center, or any part thereof; (ii) customer parking; or (iii) the receiving of merchandise by any business in the Center. The Owner undertaking such work shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith, and shall indemnify, protect, defend and hold the other Owners and their Occupants and invitees free and harmless from and against any and all damages, injuries, losses and/or claims attributable to the performance of such work. Except in cases of emergency, all such work shall be undertaken only after giving the other Owners and Fresh & Easy (so long as Fresh & Easy is operating in the Center) ten (10) days prior written notice of the work to be undertaken, the scope, nature and duration of the work, and the area in which it is to be performed.

b. Building Locations. All buildings and structures to be constructed in the Center shall be placed or constructed only within the Building Area, and no buildings or structures shall be placed or constructed on the Parcels within the Common Areas, except Trash Enclosures, monument/pylon signs as shown on the Sign Criteria (as defined in Section 5(a)), directional

signs, cart corrals, bumper guards or curbs, landscape planters and improvements, lighting standards, and any other improvements as may be required under applicable controls and regulations of the City of Fresno ("City"). No building shall exceed the maximum size as indicated by the Building Areas shown on the Site Plan; provided, however, that the Owners of each Parcel may construct and locate sidewalks, walkways and canopies (with signs which may be affixed thereto) over such sidewalks and walkways adjacent to the buildings. All of the foregoing must comply with all applicable laws, rules, ordinances and regulations of governmental authorities having jurisdiction over such matters.

c. Maintenance of Buildings. The Owner of each Parcel in the Center shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance with a first class retail property, all buildings and other structures and improvements, including but not limited to all walkways, such Owner's Trash Enclosure, loading docks, truck facilities and compactor areas, if any, located on its Parcel or for its exclusive use, and shall be fully responsible for the removal of all trash, refuse, and waste materials from its Trash Enclosure on a regular basis and until removal thereof all such material shall be stored: (i) in adequate containers fitted with plastic lids or other coverings, which containers shall be located so as not to be visible to customers of the Center, and (ii) so as not to constitute any health or fire hazard or nuisance to any Occupant. No burning of trash, refuse, or waste materials shall be permitted.

d. Maintenance of Vacant Building Areas. Until such time as buildings or improvements are constructed on any Building Area in the Center, each Owner shall take appropriate measures to keep such Building Areas clean, free of litter, and sightly at all times, including, without limitation, periodic removal of weeds, debris, and similar matters.

e. Mechanics' Liens. If a mechanic's and/or materialman's lien is filed against a Parcel, the Owner of such Parcel shall cause such lien to be removed of record within twenty (20) days from the date the lien is filed. The indemnity provisions of Section 6(a) shall apply to mechanics' and materialmen's liens.

#### 4. COMMON AREAS

a. Grant of Easements. Declarant hereby grants and conveys to the Owner of each other Parcel, for the benefit of such Owners, their successors, assigns, tenants, customers and invitees, and the customers, contractors, service providers and invitees of such tenants, and for the benefit of such Parcels, the following:

i. a non-exclusive easement for ingress, egress and parking by vehicular and pedestrian traffic upon, over and across those portions of the Common Areas of each other Parcel which are improved with driveways, sidewalks or Parking Areas, respectively. Notwithstanding the foregoing, each Parcel Owner and Occupant shall require that its agents, contractors and employees park on its Parcel. Subject to governmental requirements, the Owner of each Parcel shall have the right to designate up to six (6) parking spaces on such Parcel as being (i) solely for the use of customers of the business establishments located on such Parcel or (ii) limited as to the amount of time of use.

ii. a non-exclusive easement over, under and across that portion of the Common Areas of each other Parcel that are not within any Building Area for the installation, maintenance, repair and replacement of water mains, storm drains (including cross drainage of storm waters, provided that no Owner can increase the amount of storm water flowing from its Parcel onto another Parcel over that amount which would occur if such Owner's Parcel was unimproved), sewers, water sprinkler system lines, telephone or electrical conduits or systems, cables, gas mains and other utility facilities necessary for the orderly development and operation of the Common Area and each building from time to time located within the Parcels, as well as fire suppression water system, landscaping maintenance, shared solid waste facilities, and access to land-locked parcels (if any); provided, that (A) the rights granted pursuant to such easements shall at all times be exercised in such a manner as to not interfere materially with the normal operation of a Parcel and the businesses conducted thereon, (B) the exact location of any utilities shall be subject to the reasonable approval of the Owner(s) of the burdened Parcel(s), (C) if a Parcel is damaged as a result of the exercise of this easement, the Owner causing such installation, maintenance, repair or replacement shall repair and restore the affected Parcel at its sole cost, and (D) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Parcels (except for parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as reasonably approved by the Owner of the affected Parcel)

b. Nature of Easements. Each and all of the easements and rights granted or created in this Article 4 are appurtenances to the respective Parcels in the Center and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights, the Parcel benefited will constitute the dominant estate, and the particular Parcel(s) in the Center which respectively is (are) burdened by such easements and rights will constitute the servient estate(s). Each of the easements and rights contained in this Section 4 (whether affirmative or negative in nature) is made for the direct mutual and reciprocal benefit of each Parcel in the Center, and will constitute covenants running with the land.

c. Incidental Temporary Encroachments. In addition to the foregoing, and in connection with the work performed within the Building Areas, Declarant and each Owner agree that incidental encroachments upon Common Areas may occur during permitted construction activities as a result of the use of construction equipment and contractors' vehicles resulting in temporary obstruction of portions of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued; provided, however, Declarant and each Owner agree that no encroachments shall be permitted within the access ways of the Center. Subject to all of the other terms in this Declaration, Common Areas may be utilized during such times for ingress and egress of vehicles transporting construction materials, equipment and persons employed in connection with any work provided for herein, provided such use shall not materially interfere with the conduct of business in the Center.

d. No Barriers in Common Areas. No walls, fences or barriers, of any sort or kind, shall be constructed or maintained in the Common Areas, or any portion thereof, by an Owner which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including, without limitation, pedestrians and vehicular traffic between the various Parcels. No Owner or Occupant of a Parcel shall charge any fee for parking in the Common Areas.

e. Maintenance of Common Areas. The Owner of Parcel C (“CAM Manager”) shall operate and maintain the Common Areas in a first class manner, shall pay all of the costs directly related to the same and shall provide therefor all such services as are reasonably required, including (a) repairing, resurfacing, repaving, restriping and resealing of the parking areas and drive aisles; (b) repairing all curbing, sidewalks and directional markers; (c) cleaning and sweeping; (d) snow and ice removal before 6:00 a.m. each applicable morning (to the extent feasible); (e) provision of adequate lighting; (f) implementation of any security measures that CAM Manager in its reasonable business judgment may deem prudent; (g) installing, maintaining and replacing landscaping as needed, including but not limited to planting, irrigation system and backflow devices and water meter charges; (h) utilities servicing the Common Areas; and (i) pest control (collectively referred to as “Common Area Costs”).

f. Owner’s Pro Rata Share of Common Area Costs. Each Owner shall pay its pro rata share of the Common Area Costs calculated on each Owner’s approximate Building Area (“CAM Percentage”), on a quarterly basis within fifteen (15) days of receipt of billing from the CAM Manager with reasonable backup of all expenditures for the Common Area Costs. Upon written acceptance and amendment to this Declaration from the Owners of at least eighty-five percent (85%) of the Building Area of the Center, the CAM Manager’s rights and obligations may be assigned to another Owner in the Center. Common Area Costs shall not include: (i) the original construction costs incurred in construction of the Common Area as shown on **Exhibit A-1**, (ii) any costs incurred solely for the benefit of one Owner in the Center; (iii) any expense for which the CAM Manager may be reimbursed by a third party or from insurance proceeds; (iv) Insurance Charges (as defined in Section 6(e)) and (v) real estate taxes.

<u>Owner</u>	<u>Approximate Building Area</u>	<u>CAM Percentage</u>
Parcel C	3,200 Square Feet	16.44%
Parcel D	13,969 Square Feet	71.77%
Parcel E	2,295 Square Feet	11.79%

g. Administrative Fee. The CAM Manager shall be entitled to charge each Owner an administrative fee equal to 15% of each Owner’s proportionate share of the Common Area Costs (“Administrative Fee”), it being understood and agreed that such Administrative Fee shall be inclusive of all fees, costs and expenses of any kind incurred by the CAM Manager in connection with the management and administration of the Center in general and/or the Common Areas as set forth in Section 5(e).

5 SIGNS

a. Building Signs. Attached hereto and incorporated herein by this reference as **Exhibit C** is the sign criteria for the Center and Adjacent Property (the "Sign Criteria"). Except as otherwise provided in this Article, all signs erected or installed on the Center shall conform to such sign criteria. In no event shall any sign be installed on the roof of a building or which projects above the top of any parapet wall, or roof line if it is to be affixed to the side of a building not having a parapet wall. Each storefront sign located in the Center or Adjacent Property shall be installed and maintained in good condition and repair by and at the expense of the party who is identified thereon. The Owner of each Parcel shall be entitled to such other single tenant signs on its Parcel in such sizes as may be permitted by the City, so long as obtaining such permits does not adversely affect any other signage rights of other owners of the Adjacent Property or Owners as set forth in this Declaration or any signage existing as of the date of this Declaration within the Adjacent Property or the Center. Except as otherwise provided in this Section 5(a), the costs of operating, insuring, maintaining, repairing and replacing any sign structures shall be borne by each Parcel Owner or owner of the Adjacent Property by its proportionate share, based on the ratio of the square footage of its sign panel compared to the square footage of sign panel thereon. Each Owner or Occupant that has a sign panel on any sign structure shall, at its sole cost and expense, manufacture, install, operate, maintain, insure and repair such sign panel in good condition, and replace such sign panel when necessary. Any reconstruction, replacement or major renovation, above and beyond ordinary maintenance and repairs, of any existing sign structure or the installation of any new sign structure shall require the written approval, which shall not be unreasonably withheld, of any Owner, Occupant or owner of the Adjacent Property, which has rights reserved under this Declaration to any portion of the existing or proposed new sign structure.

Notwithstanding the above, there are certain existing sign structures within the Center and Adjacent Property, which rights are reserved in the CC&Rs. The sign rights are as shown on **Exhibit D** ("Existing Sign Rights"). In no event shall the any new sign structures or modifications of existing sign structures diminish each Owners or owners of the Adjacent Property sign rights set forth in **Exhibit D**.

b. Prohibited Signs and Devices. No Owner or Occupant of the Center shall allow or cause to be used on any building any advertising media such as, without limitation, phonographs, radios, public address systems, sound production or reproduction devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices or any similar devices, the effect of which shall be heard and/or visible from the exterior of any such buildings located on the Center, without the prior written consent of all of the other Owners.

c. Easements. Each Owner or Occupant which has the right to use a sign structure not located on its Parcel shall have an easement to (i) use such sign structure for that purpose and (ii) enter onto the Common Area of the Parcel on which such sign structure is located as is reasonably necessary for purposes of installing, operating, maintaining, repairing and replacing such Owner's or Occupant's sign panels.

## 6. INDEMNIFICATION AND INSURANCE

a. Indemnification. Each Owner shall protect, indemnify, defend and hold free and harmless the other Owners, and their agents, servants, employees, officers, directors, members, managers, partners and Occupants, from and against any and all loss, damage, liability, cost or expense, including, without limitation, attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums which such other Owners, their agents, servants, employees, officers, directors, members, managers, partners and Occupants may incur, pay, or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon arising or alleged to have arisen out of any occurrence on the indemnifying Owner's Parcel, whether such claim or claims, action or actions, be for damages, injury to person or property, including the property of the indemnified Owner, or death of any person, made by any person, group or organization, whether employed by any of the Owners hereto or otherwise.

b. All Risks Property Insurance on Buildings and Building Area. Each Owner will keep, or cause to be kept at all times, all the buildings and structures, excluding Common Area improvements, on its Parcel insured under an "all risk" policy of insurance in an amount at least equal to ninety percent (90%) of the reasonable replacement cost of the buildings and structures, exclusive of excavation costs.

c. All Risks Property Insurance on Common Areas. The CAM Manager shall maintain "all risks" property insurance (or its equivalent) covering all improvements located in the Common Areas in a minimum amount equal to 90% of the reasonable replacement cost thereof (exclusive of excavation costs). Such insurance shall exclude flood coverage (unless the Center is located in a Flood Zone A or V) and earthquake coverage.

d. Commercial General Liability Insurance. CAM Manager shall maintain commercial general liability insurance coverage (or its equivalent) on an occurrence basis, in combined policy limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with commercially reasonable deductibles, insuring each Owner (as named insured) and Fresh & Easy, so long as that certain Ground Lease Agreement between Declarant, as landlord, and Fresh & Easy, as tenant, dated as of June 18, 2008, as amended, is in effect and any other Occupant upon written request by the Owner, (as an additional insured), against all claims, demands, actions, suits or proceedings initiated or made by or for any person or entity as a result of bodily injury (including death), personal injury or property damage occurring in the Common Areas, arising from the operation of the Common Areas or arising from any acts or omissions of Owner or any of Owner's agents or employees.

e. Owner Share of Insurance Charges. Each Owner shall pay to its pro rata share of the costs of the insurance required to be maintained under Sections 6(c) and 6(d) above (the net costs of such insurance being hereinafter referred to as the "Insurance Charges"), as set forth in Section 4(l).

f. Insurance Requirements.

i. Licensed and Rated Companies. All insurance coverage required to be carried hereunder shall be carried with insurance companies that are (A) licensed to do business in the State of California and (B) rated in the then-most current Best's Insurance Guide (or any successor thereto) as having a general policyholder rating of "A-" or better and a financial rating of "VIII" or better.

ii. Standard Forms; Notifications. All insurance policies required to be carried hereunder shall (A) be effected under standard form policies and (B) require the insured's insurance carrier to endeavor to notify any additional insured(s) (and any leasehold mortgagee) at least 30 days prior to any cancellation or material modification of such insurance.

iii. Increased Amounts. Upon the request of any Owner, provided that such request shall be commercially reasonable taking into account the standard practices at comparable shopping centers in the area, each Owner or the CAM Manager, as applicable, shall increase the limits of insurance carried by it pursuant hereto and carry types of insurance in addition to the types required to be carried by it pursuant hereto.

iv. Certificates of Insurance. The CAM Manager shall furnish each additional insured with certificates of insurance evidencing the insurance coverage required herein. Current certificates of insurance for any insurance policy required hereunder shall be delivered to the requesting party not less than 10 days prior to the expiration of any policy.

v. Contractual Indemnity, Cross-Liability and Severability of Interests. All commercial general liability insurance policies shall insure for contractual indemnity and contain a cross-liability endorsement. All property insurance policies shall contain a severability of interests clause.

g. Waiver of Subrogation. Each Owner hereby waives, and releases each other Owner from, any and all claims, liabilities and rights of action with respect to any property loss caused by the other Owner which is covered by the property insurance required to be maintained by such Owner under Section 6(b). Each Owner hereby agrees that any such property insurance maintained by it shall contain a waiver of subrogation clause preventing the insurance company from pursuing any other Owner for any property loss that may be caused by such other Owner.

h. Failure to Maintain Insurance. If any Owner or the CAM Manager refuses or neglects to secure and maintain insurance policies complying with the provisions of this Declaration or to provide copies of policies or certificates (including renewal policies or certificates) within a reasonable time, then any other Owner may, after providing notice and a reasonable opportunity to cure (not to exceed 10 days) to the CAM Manager or the Owner obligated to provide such insurance, as applicable, secure the appropriate insurance policies, in which event the party obligated to provide such insurance shall, upon demand, reimburse the Owner obtaining such insurance for the full cost thereof.

## 7. MORTGAGES

Any Mortgage affecting any portion of the Center shall at all times be subject and subordinate to the terms of this Declaration, and any person foreclosing any such Mortgage, or acquiring title by reason of a deed in lieu of foreclosure, shall acquire title to the property affected thereby subject to all of the terms of this Declaration. Notwithstanding the foregoing, no breach of this Declaration by an Owner shall defeat or render invalid the lien of any Mortgage.

## 8. GENERAL PROVISIONS

a. Covenants Run with the Land. Each of the easements, restrictions, covenants and conditions contained herein shall be appurtenant to and for the benefit of all portions of the Center and shall be a burden thereon for the benefit of all portions of the Center, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant and its successors, transferees and assigns; provided, however, that if any Owner sells or otherwise conveys any portion or all of its interest in the Center and obtains from the purchaser or transferee thereof an agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the transferring Owner shall thereupon be released and discharged from any and all further obligations under this Declaration as such Owner in connection with the Parcel sold or otherwise conveyed by it, except for obligations previously accrued.

b. Term. Each covenant, restriction and undertaking of this Declaration shall continue for the term of fifty (50) years from the date hereof; provided, that the easements created by this Declaration shall be perpetual.

c. Modifications.

i. Amendment of Declaration. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the Owners of at least eighty-five percent (85%) of the Building Area of the Center at the time of such modification or rescission, and then only by a written instrument duly executed and acknowledged by the requisite Owners and duly recorded in the Official Records. Notwithstanding the foregoing, any amendment that would materially adversely affect the Owner of a Parcel shall not be effective without such Owner's prior written consent in its sole and absolute discretion; provided, that if an Owner does not respond within thirty (30) days of receipt of a request to amend the Declaration that would materially adversely affect such Owner, such Owner shall be deemed to have approved such amendment. The parties acknowledge that if the Site Plan is changed at any time during the term of this Declaration, they shall promptly thereafter execute, acknowledge and record in the Official Records an amendment to this Declaration attaching the new Site Plan.

ii. Resubdivision of Parcels. Notwithstanding the terms of Section 8(c)(i), in the event that an Owner desires to resubdivide a Parcel, the other Owners shall amend this Declaration to provide (i) for the substitution of a new Site Plan depicting the new Parcels and

(ii) that the new Owners are also subject to this Declaration. The foregoing shall not be deemed to obligate any Owner to agree to any substantive amendment of this Declaration.

d. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Center to the general public, or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

e. Subsequent Conveyances. All conveyances of all or any portion of the Center subsequent to the date hereof shall recite that they are subject and subordinate to the terms and provisions hereof; provided, that the failure of any such deed to contain such a recital shall not affect the applicability of this Declaration as to the Parcel being conveyed.

f. Ownership of Center, Non-Merger. The ownership of the entire Center by the same Owner shall not effect a merger and termination of this Declaration.

g. Compliance With Law. Each Owner and Occupant shall comply with all laws, ordinances and regulations applicable to its Parcel.

h. Estoppel Certificates. At any time, but not more frequently than twice in any twenty-four (24) consecutive month period (except in the event of a sale or financing), within thirty (30) days after notice or request by an Owner or its designee ("Requesting Owner") the other Owners of all Parcels comprising the Center shall execute and deliver to the Requesting Owner a written statement certifying that this Declaration is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified) and that to the knowledge of such Owner there exists no default under this Declaration or circumstances which with the giving of notice or the passage of time, or both, would result in the existence of such a default, other than as specified therein.

i. Notices. Any notice, demand, request, consent, approval, designation, or other communication ("Notice") made pursuant to this Declaration by one Owner to any other Owner shall be in writing and shall be given or made or communicated by personal delivery, by United States registered or certified mail, return receipt requested, postage prepaid, by nationally recognized delivery company (e.g., FedEx, UPS, DHL) with delivery charges prepaid, or facsimile transmission, addressed to the last known address of the Owner. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or delivered by the United States mail or a nationally recognized delivery company, or upon receipt if by facsimile, as noted by a receipt printed by the transmitting machine, if received prior to 5 p.m. local time of the recipient on a business day by the receiving machine, otherwise on the next business day; provided, if an Owner refuses to accept delivery of a Notice, such Owner shall conclusively be deemed to have received the Notice on the date it refuses acceptance thereof.

j. Successors and Assigns. This Declaration shall be binding on and inure to the benefit of the Owners and their respective successors and assigns.

k. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws or choice of law provisions thereof.

l. Captions. The captions of this Declaration are for convenience purposes only, and shall have no effect on its construction or interpretation, and shall in no manner or way define, limit, amplify, change or alter any terms, covenants or conditions hereof.

m. Singular and Plural; Gender. When required by the context of this Declaration, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa, and the pronoun "it" shall refer to either of the above, a corporation, limited liability company, partnership, joint venture, or other entity, regardless of number or gender.

n. Severability. The unenforceability, invalidity, or illegality of any provision shall not render any of the other provisions unenforceable, invalid, or illegal, and the provision found unenforceable, invalid or illegal shall be deemed revised to give the maximum effect permitted by law.

o. Relationship of Parties. This Declaration does not create any partnership, joint venture or other legal relationship among the Owners.

p. Waiver. No consent or waiver, express or implied, by any Owner that is subject to this Declaration of any breach or default by any other Owner in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such Owner. Failure on the part of any Owner hereto to complain of any act or failure to act of any other Owner or to declare another Owner in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Owner hereunder. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach or a default of any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach or default of the same provision of this Declaration. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

q. No Termination from Breach. It is expressly agreed that no breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, and such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.

r. Execution of Documents. Each Owner shall execute and deliver such further instruments, agreements, contracts and documents as may be reasonably required to effectuate the stated and intended purposes of this Declaration.

s. Attorneys' Fees In the event suit (including any appeal thereof) is brought to enforce or interpret any part of this Declaration, the prevailing party shall be entitled to recover

as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover costs of suit whether or not the suit proceeds to final judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purpose of determining whether a party is entitled to recover costs or attorneys' fees.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first written above.

**CEDAR & SHIELDS SHOPS LLC,**  
a California limited liability company

By: *Robert S. Wilson*  
Name: Robert S. Wilson, Trustee of the Wilson  
Family 2004 Trust  
Title: Managing Member

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles

On February 10, 2009, before me, Maria Carmen Ortega a  
Notary Public in and for said State, personally appeared Robert S. Wilson  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that s/he executed  
the same in ~~her~~/his authorized capacity, and that by ~~her~~/his signature on the instrument, the entity  
upon behalf of which s/he 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.

*Maria Carmen Ortega*  
Notary Signature

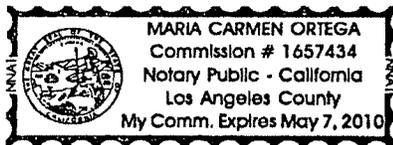
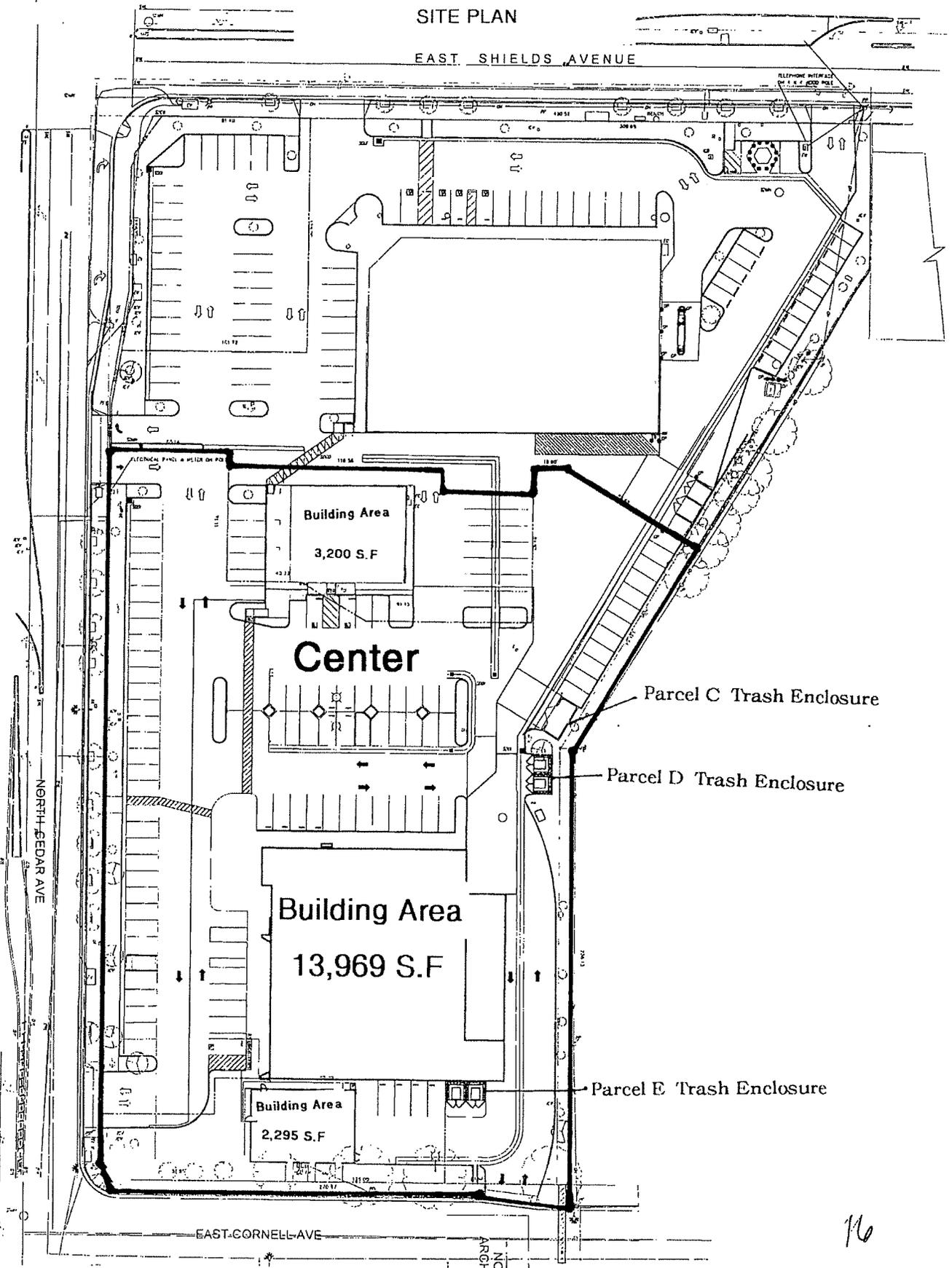
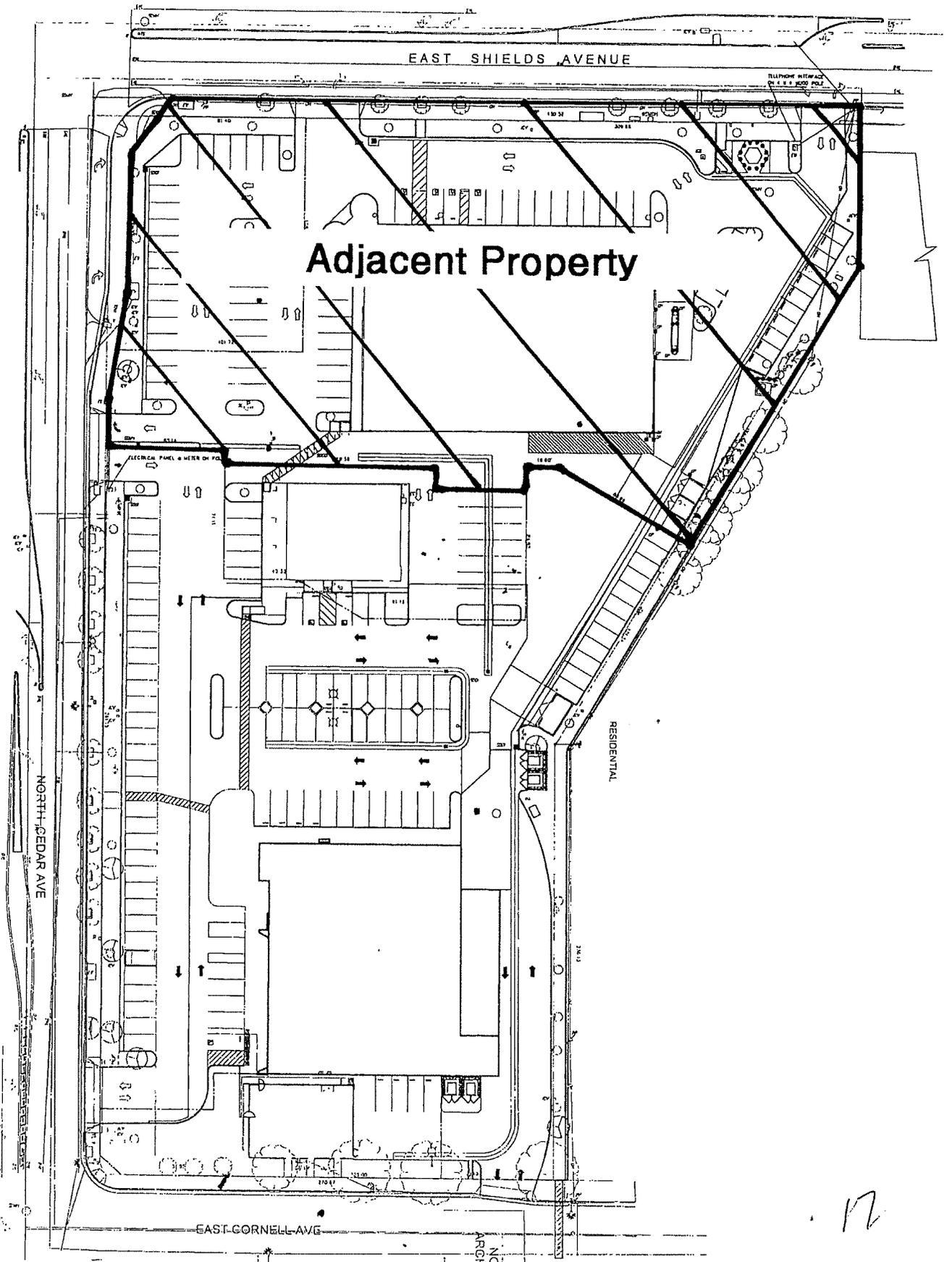


EXHIBIT A-1

SITE PLAN



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EXHIBIT B-2

PARCEL LEGAL DESCRIPTION

PARCEL 1: (APNs: 447-031-57)

PARCEL C OF PARCEL MAP NO. 2006-11, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AS PER PLAT RECORDED AUGUST 21, 2008 IN BOOK 68, PAGES 96 THROUGH 99 OF PARCEL MAPS.

PARCEL 2. (PORTIONS OF APNS 447-031-64 AND 447-031-65)

Parcel D of Parcel Map No. 2006-11, according to the map thereof recorded in Book 68 of Parcel Maps at Pages 96 through 99, Fresno County Records, in the City of Fresno, County of Fresno, State of California.

TOGETHER WITH:

All that portion of Parcel E of said Parcel Map No. 2006-11, described as follows:

BEGINNING at the Northwest corner of said Parcel E; thence South 89° 45' 00" East, 125.00 feet along the North line of said Parcel E to the Northeast corner of said Parcel E; thence South 00° 09' 00" West, 18.60 feet along the East line of said Parcel E; thence North 89° 49' 00" West, 125.00 feet to a point on the West line of said Parcel E; thence North 00° 09' 00" East, 18.75 feet along said West line to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

All that portion of said Parcel D, described as follows:

BEGINNING at the Southwest corner of Parcel E of said Parcel Map No. 2006-11; thence North 00° 09' 00" East, 37.72 feet along the West line of said Parcel E; thence North 89° 49' 00" West, 63.68 feet to a point on the West line of Parcel D of said Parcel Map No. 2006-11; thence South 00° 11' 00" West, 26.74 feet along the West line of said Parcel D to the South end of said West line; thence South 47° 47' 40" East, 16.31 feet to the West end of the South line of said Parcel D; thence South 89° 45' 00" East, 51.58 feet along said South line to the POINT OF BEGINNING.

Containing an area of 84,903 square feet, more or less.

(PURSUANT TO LOT LINE ADJUSTMENT NO. 2009-01, RECORDED SEPTEMBER 14, 2009 AS INSTRUMENT NO. 2009-0126335, OF OFFICIAL RECORDS OF FRESNO COUNTY BEING ALSO KNOWN AS PARCEL A OF LOT LINE ADJUSTMENT NO. 2009-01)

PARCEL 3 (PORTIONS OF APNS 447-031-64 AND 447-031-65)

Parcel E of Parcel Map No. 2006-11, according to the map thereof recorded in Book 68 of Parcel Maps at Pages 96 through 99, Fresno County Records, in the City of Fresno, County of Fresno, State of California.

TOGETHER WITH:

All that portion of Parcel D of said Parcel Map No. 2006-11, described as follows:

BEGINNING at the Southwest corner of Parcel E of said Parcel Map No. 2006-11; thence North 00° 09' 00" East, 37.72 feet along the West line of said Parcel E; thence North 89° 49' 00" West, 63.68 feet to a point on the West line of Parcel D of said Parcel Map No. 2006-11; thence South 00° 11' 00" West, 26.74 feet along the West line of said Parcel D to the South end of said West line; thence South 47° 47' 40" East, 16.31 feet to the West end of the South line of said Parcel D; thence South 89° 45' 00" East, 51.58 feet along said South line to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

All that portion of said Parcel E, described as follows:

BEGINNING at the Northwest corner of said Parcel E; thence South 89° 45' 00" East, 125.00 feet along the North line of said Parcel E to the Northeast corner of said Parcel E; thence South 00° 09' 00" West, 18.60 feet along the East line of said Parcel E; thence North 89° 49' 00" West, 125.00 feet to a point on the West line of said Parcel E; thence North 00° 09' 00" East, 18.75 feet along said West line to the POINT OF BEGINNING.

Containing an area of 9,375 square feet, more or less.

(PURSUANT TO LOT LINE ADJUSTMENT NO. 2009-01, RECORDED SEPTEMBER 14, 2009 AS INSTRUMENT NO. 2009-0126335, OF OFFICIAL RECORDS OF FRESNO COUNTY BEING ALSO KNOWN AS PARCEL A OF LOT LINE ADJUSTMENT NO. 2009-01)

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**EXHIBIT C**  
**CENTER SIGN CRITERIA**  
(see attached)

**Sign Criteria**  
**SEC Cedar and Shields Ave.**  
**4224 E. Shields Avenue**  
**Fresno, Ca 93728**

**TABLE OF CONTENTS**

- I General Specifications
- II Types of Signs
- III Construction Requirements
- IV Installation Requirements
- V. Insurance Requirements
- VI Prohibited Signage
- VII Expiration of Lease Term

I General Requirements

- A. This criteria has been established for the purpose of maintaining a continuity of quality and aesthetics throughout the project for the mutual benefit of all Tenants, and to comply with the regulations of the City of Fresno, California.
- B. Conformance will be strictly enforced, and any installed non-conforming or unapproved signs will be removed at Tenant's expense.
- C. Prior to fabrication or applying for city approvals, each Tenant shall submit to the Landlord, and A-Plus Signs, Inc (Landlord's preferred sign vendor, (559) 275-0700) for written approval, three (3) copies of detailed shop drawings (one (1) in full color) indicating the location, size, layout, design, color illumination, materials, and method of attachment.
- D. All signs shall be reviewed by the Landlord for conformance with the sign criteria. Approval or disapproval of sign submittals shall remain the sole and absolute right of the Landlord.
- E. All permits, approvals, consents and licenses, and all fees and costs for or related to signs and their installation shall be obtained and paid, as applicable, by the Tenant or its representative.
- F. Tenant shall be responsible for the installation and maintenance of Tenant's sign portion of the sign. Should Tenant's sign require maintenance or repair, Landlord shall give Tenant ten (10) days written notice to affect the maintenance or repair. Should Tenant fail to do so, Landlord shall undertake repairs and Tenant shall reimburse Landlord within (10) days from receipt of invoice.
- G. The Owner shall provide primary electrical service terminations at the interior of wall or canopy located in the center of the allowed signage areas.
- H. It is the responsibility of the tenant's sign company to verify all conduit and transformer locations and service prior to fabrication.
- I. It is the responsibility of the tenant's sign company to verify all conduit and transformer locations and service prior to fabrication.
- J. One "sign space" shall be allowed for each tenant (except as otherwise approved in writing). The tenant shall verify his sign location and size with Owner prior to fabrication.
- K. All shop tenants are required to have a sign per the accompanying sign criteria.
- L. Address numbers shall be applied to each store by the tenant's sign company during the regular course of construction, where applicable.
- M. NOTE: No sign shall be constructed until approved building permits from City Planning and Building and Safety Departments are received.

II Types of Signs

- A. Freestanding Site Identification Sign

1. Number. There shall be one (1) Multi-tenant freestanding sign for each major street frontage (Signs A1-3), and the existing grand-fathered roof pole sign (Sign B) for a total of (4) Pylons
  2. Sign area. Sign cannot exceed eighty (80) square feet in area
  3. Height: The maximum height cannot exceed twenty feet (20")
  4. Placement: The existing pylon located on Shields Ave. will be replaced with Sign A1, the existing pylon located on Cedar Ave will be replaced with Sign A2 and the existing pylon located on the corner of Cedar and Cornell will remain
- B. Directional Signs.
1. Number: To be determined by planning department.
  2. Sign area. Maximum sign area shall be 24 square feet.
  3. Height. The maximum height cannot exceed 8".
  4. Placement. To be determined by planning department.
- C. Monuments Signs:
1. Number. One monument sign (Sign C) is allowed for exclusive use by Rite Aid, which will include either an Electronic LED reader board (upon approval of separate CUP application) or manual letter reader board.
  2. Sign area. Max allowable sign is 32 square feet.
  3. Height: Max. height is 5'
  4. Placement: .To be located on the corner of Shields Ave. and Cedar Ave with set back as determined by the planning department
- D. Fascia Signage: Existing tenants may keep their current signage, however all new incoming tenants must follow the following criteria with the Exception of Rite Aid. Rite Aid may follow their corporate standards, with Landlord and City approval.
1. Number. Each tenant is allowed one (1) fascia sign for each occupancy, providing that there is a customer entrance or which faces a parking area, or which faces public street of said occupancy.
  2. Sign area:
    - A) For Building B. The total area of the fascia sign cannot exceed 36" x 10" and cannot exceed ten percent (10%) of the wall area for that said occupancy on which the sign is to be located on. Wall area is defined as the geometrical calculation of the square footage of exterior wall space, generally using the formula of the height of the fascia times the length of the tenant lease space

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B) For all other buildings The total area of the fascia sign cannot exceed 36" x 70% of the length of the tenant's lease space and cannot exceed ten percent (10% of the area for that said occupancy on which the sign is to be located on

3. Height: The maximum height of the fascia signage shall be 36" for logos and channel letters, or as approved at the Landlord's discretion. If the copy is to be stacked, the overall height of the stacked signage shall not be greater than 36".
4. Style Tenant signs must be individual face illuminated channel letters which are to be raceway mounted to the wall on a standard 7" h x 8" d raceway, painted to match the building color, or mounted to a baker panel for tenants with low rooflines. The color and font to be tenant's choice with the Landlord's approval. Logos and/or contour cabinets will be allowed at the Landlord's discretion. Any deviation is subject to the sole discretion of the Landlord.
- 4 Placement. The signs must be centered horizontally and vertically on the fascia, unless otherwise directed by the Landlord and or architect. There must be a 1' clearance around all windows and doors. Any deviation is subject to the sole discretion of the Landlord.

### III. CONSTRUCTION REQUIREMENTS.

- A. All channel letters are to be fabricated using 040 or greater aluminum.
- B. All sign blots, fastenings and clips shall be hot-dipped galvanized steel stainless steel, aluminum, brass, bronze, nickel or cadmium plated. No black iron materials or any type will be permitted.
- C. All illumination to be achieved by 13mm 6500 white neon or LEDs.
- D. All signs and their installation must comply with all local building and electrical codes and other Laws and bear U.L. label required by the City of Fresno.
- E. All signs shall have service access to neon, transformers and wiring.
- F. Penetrations through building walls required for sign installation shall be sealed for watertight condition with silicone sealant.

### IV. INSTALLATION: Fascia/Wall Signs

- A. All signs are to be installed under the direction of the project superintendent. Sign work is not to commence on Tenant's Premises unless a signed copy of the approved shop drawings have been reviewed by the project superintendent or owner's other representative. Each sign will be inspected for conformance with the detailed shop drawings.
- B. Tenant's sign contractor shall completely install and connect the sign display.
- C. The sign contractor shall repair any damage to the building caused by his work and shall be patched to match the adjacent finish. Damage to the building that is not repaired by the sign contractor shall be corrected at Tenant's expense.
- D. Landlord will inspect Tenant's sign installation and require Tenant to have any discrepancies and/or code violations and other violations of applicable Laws corrected at Tenant's expense.

### V. INSURANCE:

The sign company shall carry worker's compensation and general liability insurance against all damages suffered or done to any and all persons and/or

property while engaged in the construction or installation of signs in the amount of \$1,000,000 00 per occurrence

VI. PROHIBITED SIGNAGE

- A. Except as provided herein, no advertising placards, external displays, decorative lighting, flags, balloons, banners, pennants, names, insignia, trade marks or other descriptive material, shall be affixed or maintained upon either the exterior or exterior glass panes and supports of the show windows and doors upon the exterior walls of the buildings.
- B. Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify, or provide direction to a use or activity not related to its lawful making of deliveries of sales or merchandise, or rendering of services from such vehicles is prohibited.
- C. Any temporary signage located on public property (streets, medians, sidewalks traffic control sign posts, utility poles, trees, etc )
- D. Signs that include moving, swinging, rotating, flashing, animated or audible components
- E. Signs consisting of inflatable balloons and billboards
- F. Off Premise Signs: Any signs, other than directional sign, installed for the purpose of advertising a project, event, person or subject not related to the premises upon which said sign is located
- G. Light Bulb Strings and Exposed Tubing: External displays, other than temporary decorative holiday lighting, which consist of unshielded light bulbs and open exposed neon or gaseous light tubing, are prohibited. An exception hereto may be granted by the Landlord when the display is an integral part of the design character of the activity to which it relates
- H. Signs in Proximity to Utility Lines: Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines than that prescribed by the laws of the State of California are prohibited
- I. Signs Constituting a Traffic Hazard; No person shall install or maintain a cause to be installed or maintained any sign which simulates or imitates in size, color, letter or design any traffic sign or signal, or which makes use of the words "STOP", "LOOK", "DANGER" or any other words, phrases, symbols, or characters in such a manner to interfere with, mislead or confuse traffic.
- J. Immoral or Unlawful Advertising. It shall be unlawful for any person to exhibit, post or display cause to be exhibited, posted or displayed upon any sign, anything of an obscene, indecent, or immoral nature or unlawful activity
- K. Signs or doors, windows, or fire escapes: No window signs will be permitted except as noted herein. No sign shall be installed, relocated or maintained so as to prevent free ingress to or egress from any door. No sign of any kind shall be attached to a stand pipe except those signs as required by Code or ordinance.

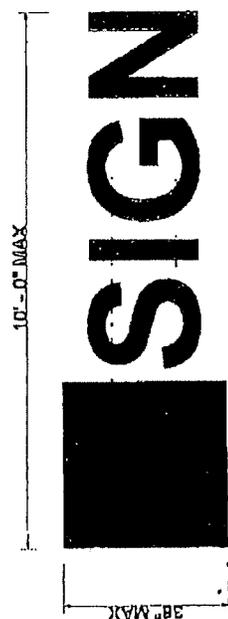
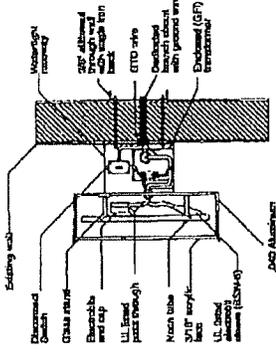
VII EXPIRATION OF LEASE TERMS:

At the expiration or a sooner termination of tenant's lease term, Tenant shall remove its signs and patch the sign fascia to match the adjacent finish

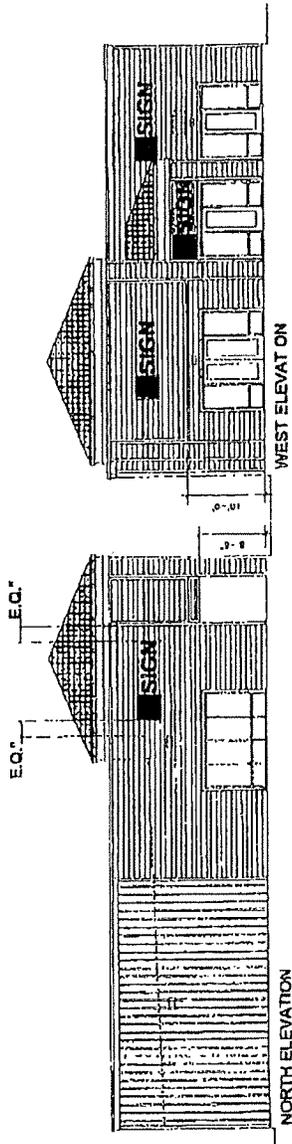
**Client Information**  
 Contact: Frank Bowman  
 Company: Halferty Development  
 Address: 199 South Los Robles Ave. 880  
 Pasadena, CA 91101  
 Phone: (626) 405-0956  
 Fax: (626) 405-0632  
 Email: fborman@halferty.net

**Description**  
 Typical elevations for fascia signs

**Materials**  
 .040 aluminum backs  
 .040 aluminum returns  
 3/4" black trim cap  
 3/16" white acrylic faces  
 6500 white neon tube



Buildings A & C: Tenant signage cannot exceed 35" in height x 70% of the lease frontage length and cannot exceed 10% of the length of the tenant lease space times the height of the building.  
 Buildings B: Tenant signage cannot exceed 35" in height x 10' - 0" in width and cannot exceed 10% of the length of the tenant lease space times the height of the building.



**Electrical Requirements For Neon Illumination**  
 As required by UL standard 82101, A-Plus Signs exclusively uses UL listed GFI Ground Fault Interrupt (GFI) Transformers. Each sign must have:  
 - 120V AC  
 - 15 Amp  
 - 1 Pole  
 - 1 Phase  
 - 1 Line  
 - Ground and Neutral  
 - Wire Size: Min 12 GA THHN Copper Wire  
**NOTE:** These signs are not to be illuminated by the length of the neon tube. The neon tube must be illuminated by the length of the neon tube. The neon tube must be illuminated by the length of the neon tube. The neon tube must be illuminated by the length of the neon tube.  
 - Voltage between ground and neon tube should measure no more than 3 volts.  
 - Power to this sign must be done by a licensed contractor or licensed electrician.

approved \_\_\_\_\_  
 date \_\_\_\_\_

As Is Without Change  
 With Changes Noted

The original drawing is the exclusive property of A-Plus Signs, Inc., and may not be reproduced, displayed, or distributed without written artist consent.

date 10/20/06  
 scale NTS  
 drawn by JGC  
 file halferty\_development\_fascia

rep WR

**Halferty Development**  
 Typical Elevations - Buildings A, B & D

4378 N. Brawley Ave.  
 Fresno, CA 93722  
 Ph: (559) 275-0700  
 Fax: (559) 275-7482  
 E-mail: design@a-plus-signs.com



**Client Information**

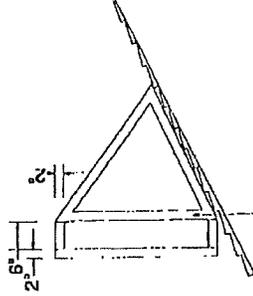
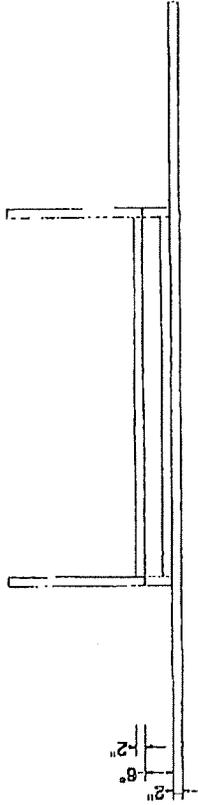
Contact: Frank Bowman  
 Company: Halferty Development  
 Address: 189 South Los Robles Ave 880  
 Pasadena, CA 91101  
 Phone: (626) 465-0956  
 Fax: (626) 465-0532  
 email: fborman@halferty.net

**Description**

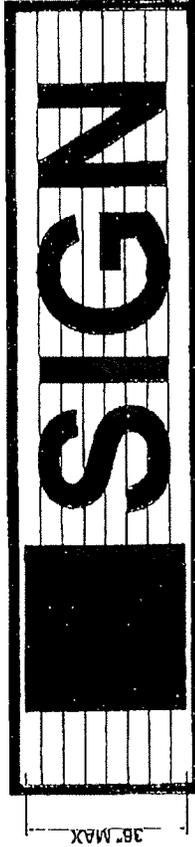
Typical elevations for fascia signs with frame mount

**Materials**

Sign backer with clipboard face  
 .040 aluminum backs  
 .040 aluminum returns  
 3/4" black trim cap  
 3/16" white acrylic faces  
 6500 white neon tube



2" x 2" aluminum square tube frame to match pitch of roof



Buildings A & C: Tenant signage cannot exceed 36" in height x 70% of the lease frontage length and cannot exceed 10% of the length of the tenant lease space times the height of the building.

Buildings B: Tenant signage cannot exceed 36" in height x 10' - 0" in width and cannot exceed 10% of the length of the tenant lease space times the height of the building.

**Disclaimer:** Requirements for Neon Installation as required by UL standard E217, A-Plus Signs exclusively uses secondary Grounds Fault Interrupter (GFI) receptacles. **Electrical Grounding:**  
 - This sign uses Ground and Neutral  
 - Wire Size: Min: 12 GA, 1000V Copper Wire  
 - Grounding: Grounding must be provided by the length of the sign.  
 - The ground wire must be continuous and go from the sign to the appropriate ground bus.  
 - Spacing between ground and neutral should maximum be 100 feet.  
 - Power to the sign must be done by a Grounded conductor or bonded conductor.

approved \_\_\_\_\_  
 date \_\_\_\_\_



As Is Without Change  
 With Changes Noted

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drawn by: JGC  
 date: 10/20/06  
 scale: NTS  
 file: halferty\_development\_fascia2

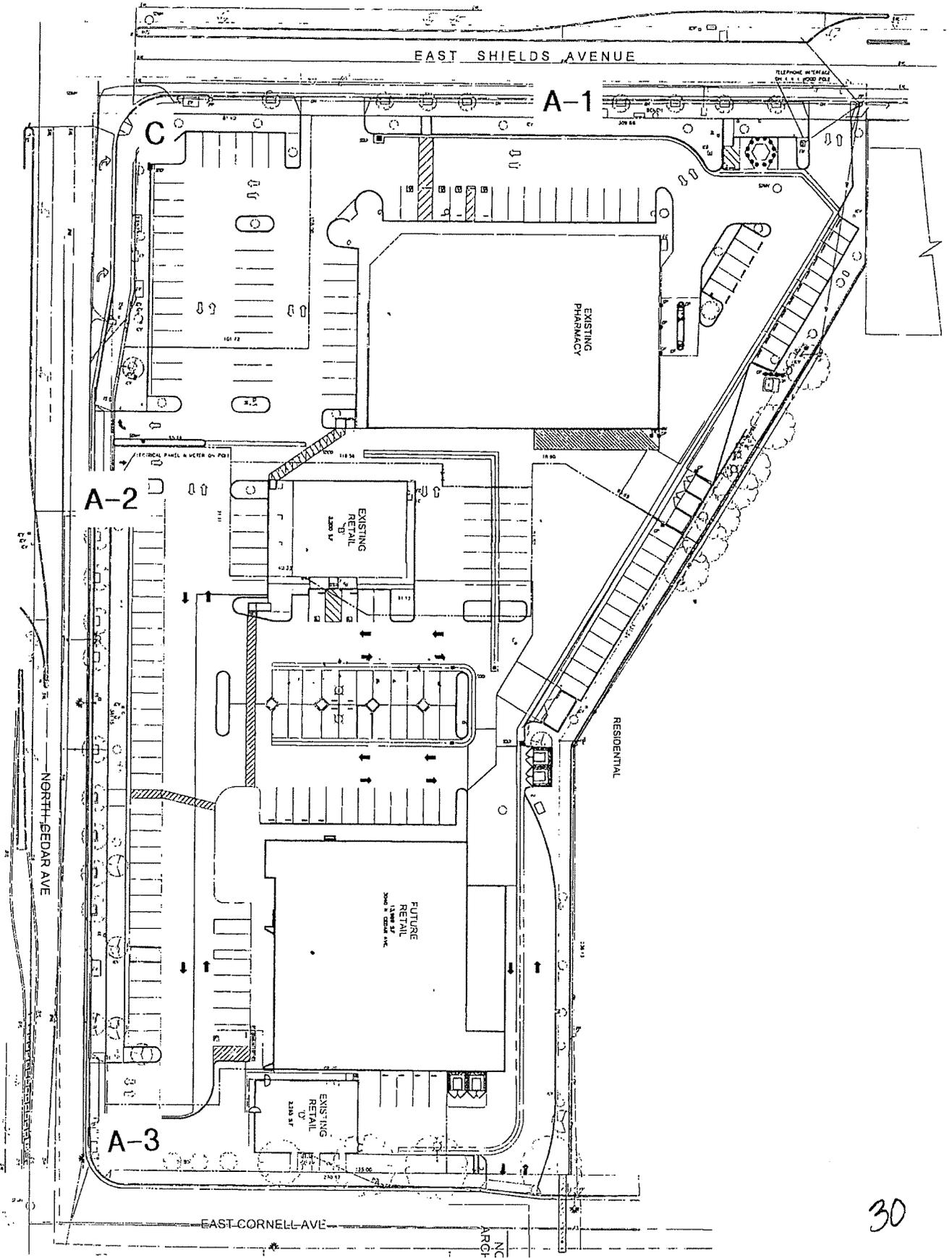
Halferty Development  
 Typical Elevations - Building C

4379 N. Braeley Ave  
 Fresno, CA 93722  
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 Fax: (559) 275-7482  
 E-mail: design@a-plus-signs.com



prep: WR

**EXHIBIT D**  
EXISTING SIGN RIGHTS  
(see attached)





**Client Information**  
 Contact Frank Bowman  
 Company Halferty Development  
 Address 199 South Los Robles Ave 880  
 Pasadena, CA 91101  
 Phone (626) 405-0956  
 Fax (626) 405-0632  
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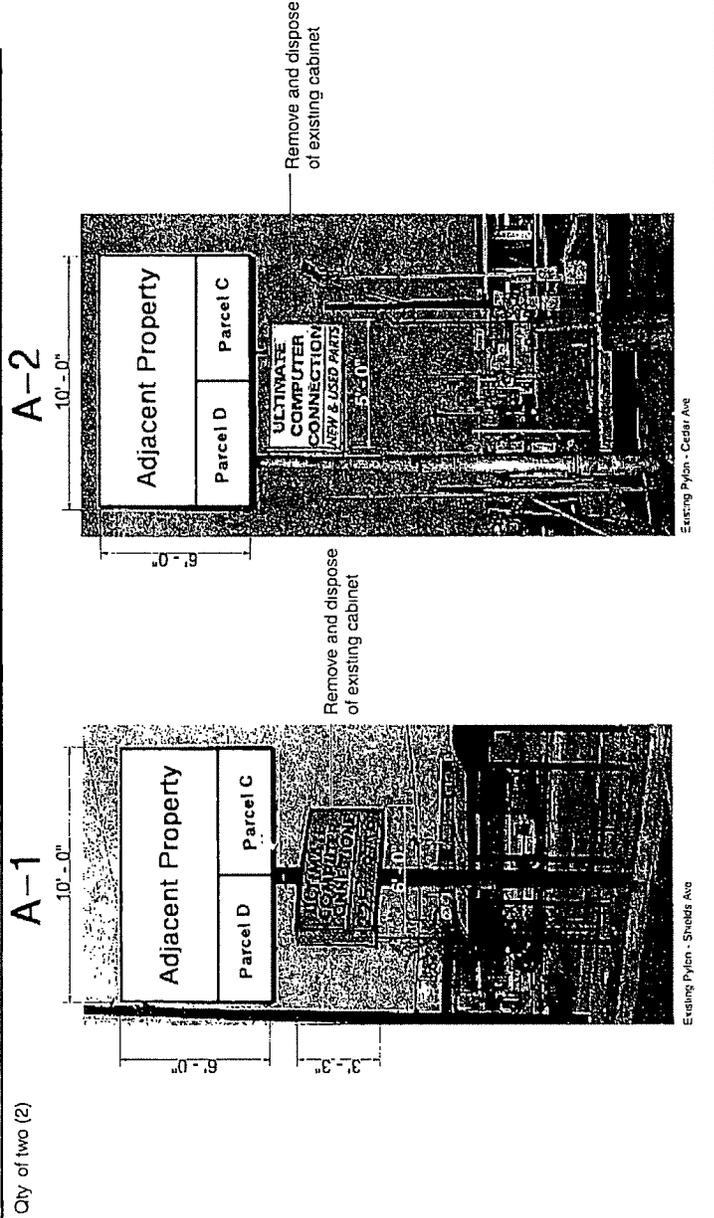
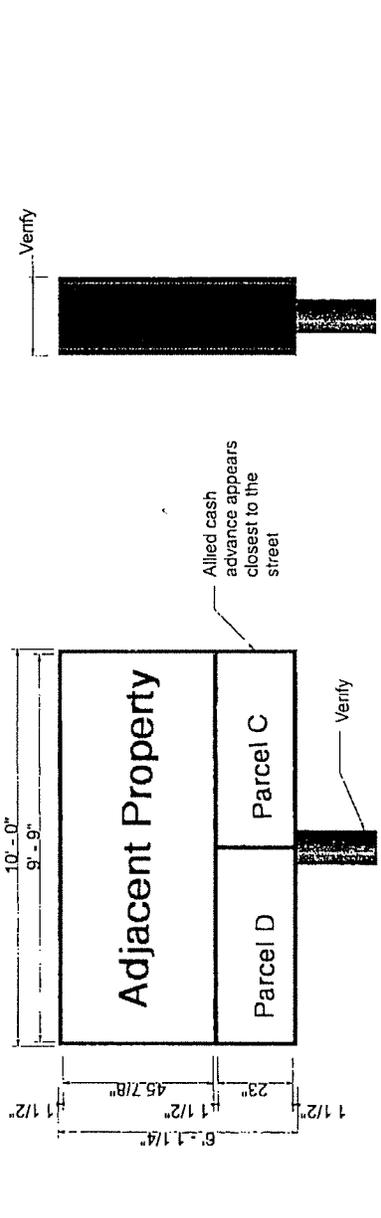
**Description**  
 Remove and dispose of all existing pylon cabinets  
 Manufacture and install two (2) new double sided cabinets for existing pylon signs  
 Repaint existing poles

**Materials**  
 .125" aluminum cabinet painted Matthews satin black  
 3/16" white acrylic faces  
 Fluorescent illumination

**Electrical Requirements For Neon Illumination**  
 As required by UL standard K2151, A-Plus Signs exclusively uses secondary Ground Fault Interrupted (GFI) Transformers. Each sign must have:  
 - A dedicated branch circuit.  
 - Grounding through the transformer.  
 - Wire Size 12 GA THHN Copper Wire.  
**NOTE:** Trace gauge of the wire is dictated by the length of the run and ampage as per NEC Article 300.  
 - The ground wire must be continuous and go from the sign to the Panelboard ground bus.  
 - Voltage between ground and neutral should measure 120V.  
 - Cabinet cannot be used as a ground path.  
 - Power to the sign must be done by a licensed contractor or licensed electrician.

X \_\_\_\_\_ approved \_\_\_\_\_ date \_\_\_\_\_  
 As Is Without Change  
 With Changes Noted

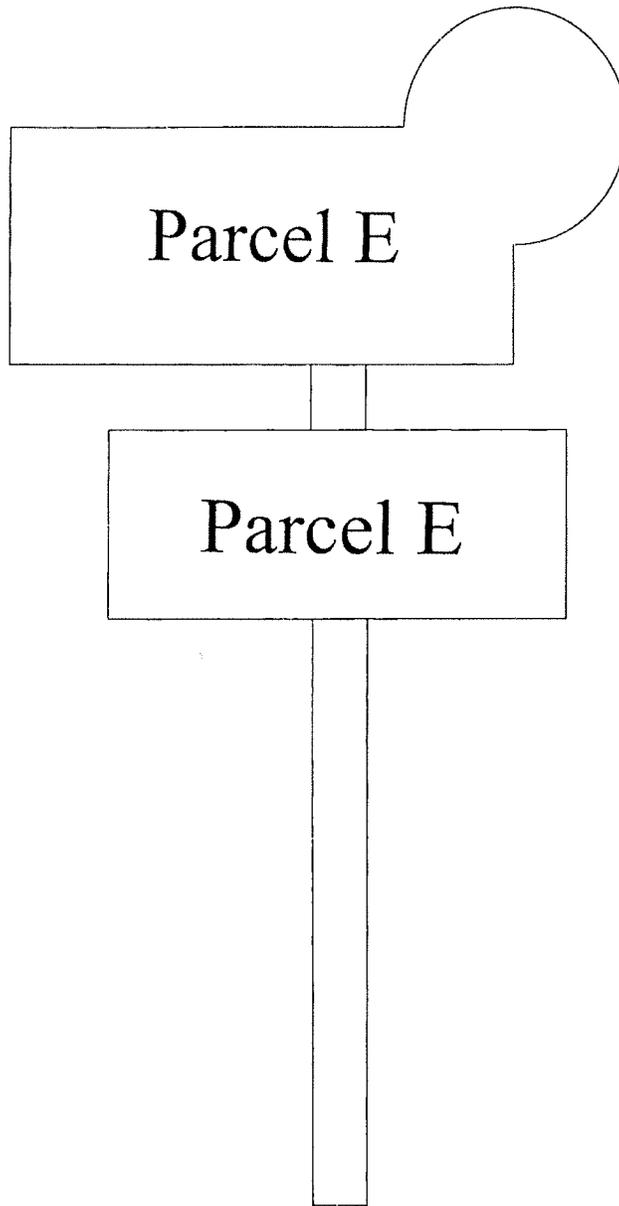
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 drawn by JGC date 11/2/06 scale 1/4"=1'  
 file halferty\_development\_pylon\_refurbish2  
 rfp WR



**Halferty Development**  
 Pylon Refurbish

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A-3



Existing Non Conforming Sign