

GENERAL NOTES:

- 1. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND WAYS, MEANS AND METHODS OF CONSTRUCTION.
2. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE COUNTY, STATE, FEDERAL, AND LOCAL CODES AND OBTAIN ALL NECESSARY LICENSES AND PERMITS.
3. THE GENERAL SPECIFICATION WHICH APPLY TO THE CONSTRUCTION WORK AS SHOWN ON THE ENGINEERING PLANS, ARE CONTAINED IN STANDARD SPECIFICATIONS, CONSTRUCTION DETAILS, AND/OR THE CITY'S ENGINEERING DEPARTMENT.
4. THE GRADING CONTRACTOR SHALL:
4.A. MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION, AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
4.B. SPREAD AND COMPACT UNIFORMLY TO THE DEGREE SPECIFIED ALL EXCESS TRENCH SPOIL AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS (EARTHWORK CONTRACTOR SHALL MAKE APPROPRIATE ADJUSTMENTS IN ROUGH GRADING TO ACCOMMODATE TRENCH SPOIL).
4.C. PROVIDE WATER TO ADD TO DRY MATERIAL IN ORDER TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.
4.D. BACKFILL THE CURB AND GUTTER AFTER ITS CONSTRUCTION AND PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL.
4.E. UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL WHICH IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION, AND IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUB-GRADE ELEVATION. THE DECISION TO REMOVE SAID MATERIAL, AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.
5. THE PAVING CONTRACTOR SHALL:
5.A. REPAIR ANY BASE COURSE AND BINDER COURSE FAILURES PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE.
5.B. SWEEP CLEAN THE BINDER COURSE PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE. EXCESSIVE CLEANING OF THE BINDER COURSE THAT MAY BE REQUIRED, AND IS NOT THE FAULT OF THE PAVING CONTRACTOR, SHALL BE PAID FOR ON A TIME AND MATERIAL BASIS BY PRIOR AGREEMENT WITH THE GENERAL CONTRACTOR.
6. THE GENERAL CONTRACTOR SHALL:
6.A. ADHERE TO THE CRITERIA FOR THE SEPARATION BETWEEN WATER MAINS AND THE STORM AND SANITARY SEWER LINES AS DESCRIBE: WHEREVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATER MAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATER MAIN SHALL BE MAINTAINED UNLESS THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18 INCH VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATER MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18 INCH VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS.
6.B. BE RESPONSIBLE TO PLACE GRADE AND COORDINATE WITH OTHER CONTRACTORS, ALL UNDERGROUND UTILITY STRUCTURE FRAMES SUCH AS MANHOLES, CATCH BASINS, AND INLETS.
6.C. BE AWARE OF POTENTIAL CONFLICTS WITH EXISTING UTILITIES. THE CONTRACTOR SHALL EXCAVATE AROUND THE EXISTING UTILITIES TO DETERMINE THEIR EXACT LOCATIONS AND ELEVATIONS PRIOR TO THE CONSTRUCTION OF THE PROPOSED UTILITY IMPROVEMENTS.
6.D. PROVE POURED CONCRETE FILLETS CONFORMING TO THE SHAPE OF THE PIPE IN ALL SANITARY AND STORM MANHOLES, AND INLETS.
6.E. BE RESPONSIBLE FOR MAINTAINING THE TOP OF ANY UTILITY TRENCH AT LEAST TWO (2) FEET AWAY FROM ANY EXISTING OR PROPOSED CURB OR PAVEMENT, IN THOSE INSTANCES WHERE THE TRENCH RUNS PARALLEL TO THE SAID CURB OR PAVEMENT.
6.F. BE RESPONSIBLE FOR THE DE-WATERING OF UTILITY TRENCHES DURING CONSTRUCTION AND PROVIDING THE NECESSARY TRENCH BRACING THAT MAY BE REQUIRED IN ORDER TO ADHERE TO CURRENT SAFETY STANDARDS.
6.G. REMOVE SOFT MATERIAL THAT MAY BE ENCOUNTERED AT THE PIPE INVERT ELEVATION TO A DEPTH OF AT LEAST ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE, AND BACKFILL WITH COMPACTED BEDDING MATERIAL.
6.H. REMOVE ALL EXCESS MATERIAL OFF THE SITE OR TO AN APPROVED LOCATION DESIGNATED BY THE OWNER.
6.I. COMPLETE ANY REQUIRED ADJUSTMENTS OR RECONSTRUCTION TO ANY EXISTING UTILITY STRUCTURES TO THE SATISFACTION OF THE UTILITY OWNER. ADJUSTMENTS AND/OR RECONSTRUCTION NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. NO MORE THAN A TOTAL OF EIGHT (8) INCHES OF ADJUSTING RINGS SHALL BE ALLOWED.
7. TESTING AND FINAL ACCEPTANCE
7.A. THE CONTRACTOR SHALL PROVIDE AS A MINIMUM, A FULLY LOADED SIX-WHEEL TRUCK FOR PROOF ROLLING THE PAVEMENT SUB-GRADE PRIOR TO THE PLACEMENT OF THE CURB AND GUTTER AND THE BASE MATERIAL.
7.B. COMPACTION TESTING IS REQUIRED. THE CONTRACTOR SHALL BEAR THE COST OF TESTING AS WELL AS THE RESPONSIBILITY FOR THE NECESSARY CORRECTION.
7.C. APPROVAL OF THE PAVEMENT SUB-GRADE BY THE ENGINEER OR THE OWNER REPRESENTATIVE SHALL BE REQUIRED PRIOR TO THE PLACEMENT OF THE PAVEMENT MATERIAL.
7.D. WATER MAINS AND WATER SERVICE LINES SHALL BE PROTECTED AGAINST ENTRANCE OF HYDROCARBONS THROUGH DIFFUSION AND THROUGH ANY MATERIAL USED IN CONSTRUCTION OF THE LINE.
8. MINIMUM REQUIREMENT FOR MANHOLE STRUCTURES
8.A. THE FRAME LIP SHALL BE CLEANED OF ALL MUD AND DEBRIS TO PROVIDE WATER TIGHT SEAL BETWEEN THE FRAME AND THE MANHOLE COVER GASKET.

- 8.B. MORTAR SHALL BE USED BETWEEN THE FRAME AND ADJUSTING RINGS AND BETWEEN ADJUSTING RINGS AND THE CONE SECTION IN ALL PAVED AREAS. E-Z STICK MAY BE USED IN LANDSCAPE AREAS.
8.C. ALL STEPS MUST BE INSTALLED, ALIGNED AND CLEANED.
8.D. ALL PINHOLES MUST BE MORTARED WITH BRUSH FINISH TO PROVIDE A WATER TIGHT SEAL.
8.E. THE UPSTREAM AND DOWNSTREAM PIPE CAVITIES MUST BE FILLED WITH MORTAR AND SMOOTHED WITH A BRUSH FINISH.
8.F. THE UPSTREAM AND DOWNSTREAM FLOW LINES (INVERTS) SHALL HAVE A SMOOTH TRANSITION FROM THE PIPE TO THE MANHOLE INVERT.
8.G. ALL MANHOLE STRUCTURES SHALL BE FREE OF ANY TYPE OF INFILTRATION (WATER LEAKING INTO THE STRUCTURE).
8.H. IF THERE IS AN INTERNAL DROP IN THE STRUCTURE THERE MUST BE A SMOOTH TRANSITION FROM THE PIPE TO THE INVERT (I.E. CHANNEL THE FLOW FROM THE PIPE TO THE MANHOLE INVERT).
8.I. ALL MANHOLES SHALL BE CLEANED OF ANY ACCUMULATION OF SILT, DEBRIS, OR FOREIGN MATTER OF ANY KIND, AND SHALL BE FREE FROM SUCH ACCUMULATIONS AT THE TIME OF FINAL INSPECTION.
9. THE CONTRACTOR SHALL PRESERVE BENCHMARKS, REFERENCE POINTS AND STAKES.
10. IF THE CONTRACTOR IN THE COURSE OF WORK FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER, IN WRITING AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
11. ASSURANCES OF COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA) IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER.
12. THE TRAFFIC CONTROL DEVICES MUST COMPLY WITH THE LOCAL DOT REQUIREMENTS AND BE APPROVED BY PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT FOR INFORMATION ON SOIL CONDITIONS, AND PROPOSED EARTHWORK.

LANDLORD'S SITE WORK AND TENANT'S IMPROVEMENTS RESPONSIBILITIES PER EXECUTED LEASE AGREEMENT

LANDLORD'S SITE WORK

(c) WITHIN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR EARLIER WAIVER OF THE CONTINGENCY PERIOD (THE "OUTSIDE DELIVERY DATE"), LANDLORD SHALL, AT ITS SOLE COST AND EXPENSE (INCLUDING THE COST OF ALL ENGINEERING, ARCHITECTURAL SERVICES, PERMITS, APPROVALS AND INSPECTIONS), PERFORM OR CAUSE TO BE PERFORMED THE FOLLOWING (COLLECTIVELY "LANDLORD'S PRELIMINARY SITE WORK"), ALL IN ACCORDANCE WITH TENANT'S PLANS AND SPECIFICATIONS AND ALL APPLICABLE CODES AND ORDINANCES:

(i) DELIVER A CERTIFIED BUILDING PAD AT AN ELEVATION OF TEN (10) INCHES BELOW FINISHED FLOOR ELEVATION (+/- ONE INCH), COMPACTED TO THE DEPTH OF TENANT'S BUILDING FOOTERS, OR THE FROST LINE, WHICHEVER IS GREATER, AND TO A MINIMUM OF NINETY FIVE PERCENT (95%) OF THE FILL MATERIAL'S MAXIMUM DRY DENSITY BASED UPON SUITABLE BEARING SOIL CAPACITY OF 2500 PSF FOUNDATION SUPPORT (ALL COMPACTION FILL, SUBGRADES AND GRADES TO BE UNDERLAIN BY SUITABLE BEARING MATERIAL FREE FROM ALL ORGANIC OR DELETERIOUS MATERIALS) AND/OR AS FURTHER SPECIFIED BY TENANT'S GEOTECHNICAL ENGINEER, AS CERTIFIED TO TENANT BY GEOSCIENCE, LANDLORD'S LICENSED ENGINEER. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT TENANT'S GEOTECHNICAL REPORT RECOMMENDS GEOPIERS, PIILINGS AND/OR OTHER SUBSURFACE FOOTERS TO SUPPORT TENANT'S BUILDING TO BE CONSTRUCTED ON THE PREMISES BY TENANT, THEN LANDLORD SHALL INSTALL THE SAME AT ITS SOLE COST AND EXPENSE; AND

(ii) INSTALL SANITARY SEWER, STORM SEWER, ELECTRICITY (INCLUDING TRANSFORMER DEDICATED FOR TENANT'S SOLE USE), NATURAL GAS, TELEPHONE, INTERNET AND FIRE AND DOMESTIC WATER SERVICE, IN CAPACITIES SUFFICIENT FOR TENANT'S INTENDED USE, AT DEPTHS MUTUALLY ACCEPTABLE TO BOTH LANDLORD AND TENANT, AND WITH ADEQUATE SUPPLY AND/OR PRESSURE (WHICH SHALL MEAN A NO LESS THAN 60 PSI FOR DOMESTIC AND 40 PSI FOR FIRE) TO MEET ALL APPLICABLE CODES OR SIMILAR REQUIREMENTS, STUBBED TO WITHIN FIVE (5) FEET OF THE PERIMETER OF TENANT'S BUILDING FOOTPRINT, AS INDICATED ON EXHIBIT "E" ATTACHED HERETO. THE PARTIES ACKNOWLEDGE AND AGREE THAT, WHERE APPLICABLE, THE OBLIGATION TO DELIVER UTILITY LINES MAY BE SATISFIED BY THE INSTALLATION OF CONDUIT AND TENANT SHALL BE RESPONSIBLE FOR PULLING THE ACTUAL LINES.

(b) ON OR BEFORE THE RENT COMMENCEMENT DATE, LANDLORD SHALL, AT ITS SOLE COST AND EXPENSE (INCLUDING THE COST OF ALL ENGINEERING, ARCHITECTURAL SERVICES, PERMITS, APPROVALS AND INSPECTIONS), PERFORM OR CAUSE TO BE PERFORMED THE FOLLOWING (COLLECTIVELY, "LANDLORD'S SECONDARY SITE WORK", AND TOGETHER WITH LANDLORD'S PRELIMINARY SITE WORK, "LANDLORD'S SITE WORK"), ALL IN ACCORDANCE WITH TENANT'S PLANS AND SPECIFICATIONS AND ALL APPLICABLE CODES AND ORDINANCES (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT [THE "ADA"]):

(i) PROVIDE AND INSTALL STORMWATER DETENTION FACILITIES (INCLUDING ANY REQUIRED STORMWATER QUALITY STRUCTURES AND FIRST FLUSH SYSTEMS) SUFFICIENT TO ACCOMMODATE ALL SURFACE WATER DISCHARGE FROM THE PREMISES AND DESIGNED IN A MANNER THAT MEETS OR EXCEEDS ALL MUNICIPAL AND/OR OTHER GOVERNING AUTHORITY ORDINANCES AND REQUIREMENTS; AND

(ii) CONSTRUCT ALL ENTRANCES/EXITS FROM THE DEVELOPMENT TO PUBLIC ROADS, INSTALL ALL INTERIOR DRIVES AND PARKING AREAS SHOWN ON THE SITE PLAN, INCLUDING BUT NOT LIMITED TO PAVING, STRIPING, WHEEL STOPS, CROSSWALKS, CURB, SITE LIGHTING (WITH CONTROLS IN TENANT'S BUILDING), ANY NEEDED RETAINING WALLS, LANDSCAPING (EXCLUDING CURB-IN LANDSCAPING), AND INCLUDING IRRIGATION SLEEVING, PIPING, HEADS, VALVES AND WIRING, AND INCLUDING THE OBLIGATION TO INSTALL SOD FOR ALL GRASS COVERED AREAS) AND CURBING AND PERIMETER SIDEWALK. IN CONNECTION WITH THE FOREGOING WORK, LANDLORD SHALL: (X) PROVIDE ASPHALT PAVING WITH HEAVY DUTY ACCESS LANES FOR FIRE, GARBAGE AND DELIVERY TRUCK ROUTES, (Y) PROVIDE BLACK CONCRETE PAVING FOR THE DUMPSTER PAD ADJACENT TO THE DUMPSTER ENCLOSURE SERVING THE PREMISES, AND (Z) ENSURE THAT ANY EXISTING PAVEMENT IS FREE FROM POTHOLES OR THE NEED FOR REPAIR. FOLLOWING THE CONSTRUCTION OF THE PARKING LOT, LANDLORD SHALL DELIVER A LETTER CERTIFIED TO TENANT BY A LICENSED ENGINEER AND/OR CONTRACTOR PROVIDING THAT THE PARKING LOT HAS BEEN COMPACTED BY PROOF-ROLLING.

(c) IN THE EVENT LANDLORD FAILS TO DELIVER POSSESSION OF THE PREMISES WITH LANDLORD'S PRELIMINARY SITE WORK COMPLETED ON OR BEFORE THE OUTSIDE DELIVERY DATE (SUBJECT TO DELAYS CAUSED BY TENANT AND/OR FORCE MAJEURE INCLUDING DOCUMENTED HEAVY RAINS), IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO TENANT HEREUNDER, TENANT SHALL:

(i) RECEIVE A RENTAL CREDIT AGAINST BASE RENT FIRST COMING DUE FOLLOWING THE RENT COMMENCEMENT DATE IN THE AMOUNT OF TWO (2) DAYS OF BASE RENT FOR EACH DAY FOLLOWING THE OUTSIDE DELIVERY DATE THAT LANDLORD OR TENANT (AS AND IF APPLICABLE) FAILS TO COMPLETE LANDLORD'S PRELIMINARY SITE WORK (AND/OR TENANT AGREEING THAT TENANT'S ACTUAL DAMAGES AS A RESULT OF SUCH FAILURE BY LANDLORD ARE IMPOSSIBLE TO ASCERTAIN AND THAT SUCH RENTAL CREDIT IS A REASONABLE ESTIMATE THEREOF AND SHALL CONSTITUTE LIQUIDATED DAMAGES OF TENANT FOR SUCH FAILURE BY LANDLORD, NOT A PENALTY OR FORFEITURE THEREOF); AND

(ii) HAVE THE RIGHT, AT ANY TIME PRIOR TO THE DATE THAT LANDLORD SUBSTANTIALLY COMPLETES ITS PRELIMINARY SITE WORK AND WITHOUT THE REQUIREMENT OF NOTICE OR ANY CURE PERIOD, TO (A) COMPLETE SUCH REMAINING PORTION OF LANDLORD'S PRELIMINARY SITE WORK AT LANDLORD'S EXPENSE, IN WHICH EVENT LANDLORD SHALL PROMPTLY REIMBURSE TENANT FOR THE COSTS REASONABLY INCURRED BY TENANT IN COMPLETING SUCH PORTION OF LANDLORD'S PRELIMINARY SITE WORK UPON SUBMITTAL BY TENANT TO LANDLORD OF ALL COPIES AND DOCUMENTATION CONFIRMING SUCH COMPLETION AND THE COSTS THEREOF, OR (B) TERMINATE THIS LEASE UPON NOTICE TO LANDLORD. IN THE EVENT TENANT ELECTS TO COMPLETE SUCH REMAINING PORTION OF LANDLORD'S PRELIMINARY SITE WORK AND LANDLORD FAILS TO SO REIMBURSE TENANT WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN REQUEST FOR THE SAME, TENANT MAY DEDUCT THE AMOUNT THAT LANDLORD HAS FAILED TO REIMBURSE TENANT FROM BASE RENT DUE TO LANDLORD UNTIL THE AMOUNT DUE TENANT IS FULLY RECOVERED. ADDITIONALLY, IN THE EVENT THIS LEASE IS TERMINATED IN ACCORDANCE WITH THIS SECTION 9(C), THEN LANDLORD SHALL REIMBURSE TENANT FOR UP TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) OF THE ACTUAL, REASONABLE, OUT-OF-POCKET EXPENSES INCURRED BY TENANT IN PREPARING TENANT'S PLANS, OBTAINING THE PERMITS, AND OTHERWISE PREPARING TO PERFORM TENANT'S INITIAL IMPROVEMENTS ON THE PREMISES, AND IN TENANT'S INVESTIGATION, ENGINEERING, PERMITTING AND STAFFING OF ITS PROPOSED RESTAURANT AT THE PREMISES, AND ANY OTHER REASONABLE, OUT-OF-POCKET EXPENSES INCURRED BY TENANT AND REASONABLY RELATED TO TENANT'S ANTICIPATED OPENING FOR BUSINESS AT THE PREMISES. SUCH PAYMENT BY LANDLORD SHALL BE MADE WITHIN THIRTY (30) DAYS AFTER THE LATER TO OCCUR (X) THE EFFECTIVE DATE OF THE TERMINATION OF THIS LEASE PURSUANT TO THIS SECTION 9(C), AND (Y) THE DATE ON WHICH LANDLORD RECEIVES FROM TENANT REASONABLE EVIDENCE OF SUCH COSTS (INCLUDING COPIES OF PAID RECEIPTS).

IF LANDLORD FAILS TO PROPERLY AND TIMELY COMPLETE LANDLORD'S SECONDARY SITE WORK, THEN (i) TENANT MAY COMPLETE SUCH REMAINING PORTION OF LANDLORD'S SECONDARY SITE WORK AND DEDUCT THE REASONABLE COST THEREOF FROM ANY BASE RENT DUE, OR WHICH MAY BECOME DUE, HEREUNDER, (ii) THE RENT COMMENCEMENT DATE SHALL BE EXTENDED ON A DAY-FOR-DAY BASIS UNTIL THE DATE LANDLORD OR TENANT (AS AND IF APPLICABLE) COMPLETES LANDLORD'S SECONDARY SITE WORK, AND (iii) TENANT SHALL RECEIVE A RENTAL CREDIT AGAINST BASE RENT FIRST COMING DUE FOLLOWING THE RENT COMMENCEMENT DATE IN THE AMOUNT OF TWO (2) DAYS OF BASE RENT FOR EACH DAY FOLLOWING THE DATE LANDLORD IS INITIALLY REQUIRED TO COMPLETE LANDLORD'S SECONDARY SITE WORK THAT LANDLORD OR TENANT (AS AND IF APPLICABLE) FAILS TO COMPLETE LANDLORD'S SECONDARY SITE WORK (LANDLORD AND TENANT AGREEING THAT TENANT'S ACTUAL DAMAGES AS A RESULT OF SUCH FAILURE BY LANDLORD ARE IMPOSSIBLE TO ASCERTAIN AND THAT SUCH RENTAL CREDIT IS A REASONABLE ESTIMATE THEREOF AND SHALL CONSTITUTE LIQUIDATED DAMAGES OF TENANT FOR SUCH FAILURE BY LANDLORD, NOT A PENALTY OR FORFEITURE THEREOF).

(d) LANDLORD SHALL DELIVER TO TENANT FINAL PLANS AND SPECIFICATIONS FOR THE COMPLETION OF LANDLORD'S SITE WORK ("LANDLORD'S PLANS") BY THE EARLIER OF (i) SIXTY (60) DAYS AFTER THE EFFECTIVE DATE, OR (ii) TEN (10) BUSINESS DAYS PRIOR TO SUBMISSION OF LANDLORD'S PLANS TO ANY GOVERNMENTAL AUTHORITY. IN THE EVENT THAT LANDLORD FAILS TO TIMELY DELIVER LANDLORD'S PLANS TO TENANT, LANDLORD SHALL BE REQUIRED TO CONFORM LANDLORD'S PLANS FOR THE COMPLETION OF LANDLORD'S SITE WORK, TO THE PLANS AND SPECIFICATIONS PREPARED BY TENANT FOR CONSTRUCTION OF ITS INTENDED IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, THE FINISH FLOOR AND SITE ELEVATIONS SHOWN THEREON. IN THE EVENT THAT LANDLORD IS REQUIRED TO CONFORM TO TENANT'S PLANS AND SPECIFICATIONS, AND LANDLORD COMMENCES OR COMPLETES LANDLORD'S SITE WORK PRIOR TO RECEIPT OF TENANT'S PLANS AND SPECIFICATIONS, ANY CHANGES/ORDERS RESULTING FROM THE CORRECTION OF SUCH COMPLETED SITE WORK TO CONFORM TO TENANT'S PLANS AND SPECIFICATIONS SHALL BE PAID BY LANDLORD (AND TENANT MAY DEDUCT THE REASONABLE COST THEREOF FROM ANY BASE RENT DUE TO THE EXTENT LANDLORD DOES NOT PAY FOR SUCH CHANGE ORDERS). WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF LANDLORD'S PLANS, TENANT SHALL ADVISE LANDLORD IN WRITING OF THE SUGGESTED MODIFICATIONS AND/OR APPROVAL. IF, UPON RECEIPT OF SUGGESTED MODIFICATIONS TO LANDLORD'S PLANS, LANDLORD WISHES TO OBJECT THERETO, LANDLORD MAY DO SO WITHIN TWO (2) BUSINESS DAYS FROM ITS RECEIPT OF SUCH SUGGESTED MODIFICATIONS. UNLESS SUCH ACTION IS TAKEN BY LANDLORD, IT WILL BE DEEMED THAT ALL COMMENTS MADE BY TENANT ARE ACCEPTABLE TO AND ADOPTED BY LANDLORD, AND LANDLORD SHALL REVERSE AND RESUBMIT LANDLORD'S PLANS TO TENANT. THIS PROCESS SHALL BE REPEATED UNTIL TENANT HAS APPROVED LANDLORD'S PLANS. LANDLORD SHALL NOT UNREASONABLY WITHHOLD, CONDITION OR DELAY ITS APPROVAL OF TENANT'S PLANS. IN THE EVENT LANDLORD FAILS TO RESPOND TO TENANT'S PLANS WITHIN TEN (10) BUSINESS DAYS FOLLOWING LANDLORD'S RECEIPT OF THE SAME, TENANT HAS THE RIGHT TO SEND LANDLORD A SECOND WRITTEN REQUEST FOR LANDLORD'S RESPONSE TO TENANT'S PLANS. IF LANDLORD FAILS TO RESPOND WITHIN FIVE (5) DAYS FOLLOWING SUCH WRITTEN REQUEST, THEN LANDLORD SHALL BE DEEMED TO HAVE APPROVED TENANT'S PLANS. PROVIDING OF PAYMENT AND PERFORMANCE BONDS SHALL NOT BE A CONDITION OF LANDLORD'S APPROVAL OF TENANT'S PLANS.

(e) WITHIN FIFTEEN (15) DAYS AFTER THE DELIVERY DATE, TENANT MAY PREPARE AND DELIVER TO LANDLORD A PUNCHLIST (THE "PROPOSED PUNCHLIST") OUTLINING ITEMS TENANT DEEMS TO BE INCOMPLETE ELEMENTS OF LANDLORD'S PRELIMINARY SITE WORK. THEREAFTER, LANDLORD AND TENANT SHALL JOINTLY AGREE UPON A FINAL PUNCHLIST (THE "FINAL PUNCHLIST") AND LANDLORD SHALL CAUSE THE INCOMPLETE WORK SET FORTH ON SAID FINAL PUNCHLIST TO BE PERFORMED WITH DUE DILIGENCE. ANY DISPUTE AS TO WHETHER AN ELEMENT OF LANDLORD'S PRELIMINARY SITE WORK IS INCOMPLETE SHALL BE RESOLVED COLLECTIVELY BY TENANT'S ENGINEER AND LANDLORD'S ENGINEER. IF TENANT HAS NOT PROVIDED A PROPOSED PUNCHLIST TO LANDLORD WITHIN FIFTEEN (15) DAYS AFTER THE DELIVERY DATE, THEN TENANT WAIVES ITS RIGHT TO PROVIDE THE SAME AND LANDLORD'S PRELIMINARY SITE WORK SHALL BE DEEMED ENTIRELY ACCEPTABLE TO TENANT. IF LANDLORD HAS NOT COMPLETED THE FINAL PUNCHLIST WITHIN TEN (10) DAYS AFTER THE FINAL PUNCHLIST IS PREPARED AND SUCH FAILURE SHALL CONTINUE FOR MORE THAN FIVE (5) BUSINESS DAYS AFTER NOTICE FROM TENANT, TENANT MAY COMPLETE SAME AND LANDLORD SHALL REIMBURSE TENANT FOR THE REASONABLE COSTS INCURRED BY TENANT IN COMPLETING SAME, SUCH REIMBURSEMENT TO BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF AN INVOICE. IF LANDLORD FAILS TO SO REIMBURSE TENANT WITHIN SUCH THIRTY (30) DAY PERIOD, TENANT MAY DEDUCT THE AMOUNT THAT LANDLORD HAS FAILED TO REIMBURSE TENANT FROM BASE RENT DUE TO LANDLORD UNTIL THE AMOUNT DUE TENANT IS FULLY RECOVERED.

(f) WITHIN FORTY-FIVE (45) DAYS AFTER COMPLETION OF THE LANDLORD'S SECONDARY SITE WORK, LANDLORD SHALL DELIVER TO TENANT AN "AS-BUILT" SURVEY OF SUCH WORK. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN A MANNER THAT MEETS ALL MUNICIPAL REQUIREMENTS PLACED UPON THE PREMISES AND SHALL BE DELIVERED IN ELECTRONIC FORM. IF LANDLORD FAILS TO TIMELY DELIVER SUCH AS-BUILT SURVEY TO TENANT, TENANT MAY ORDER AN AS-BUILT SURVEY, AND LANDLORD SHALL REIMBURSE TENANT FOR THE REASONABLE COST THEREOF (AND TENANT MAY DEDUCT THE REASONABLE COST THEREOF FROM ANY BASE RENT DUE TO THE EXTENT LANDLORD DOES NOT PAY FOR SUCH REIMBURSEMENT). WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF THE AS-BUILT SURVEY, TENANT SHALL ADVISE LANDLORD IN WRITING OF SUGGESTED MODIFICATIONS TO AND/OR ACCEPTANCE OF LANDLORD'S SECONDARY SITE WORK. TENANT MAY NOT WITHHOLD ITS ACCEPTANCE OF LANDLORD'S SECONDARY SITE WORK IF IT HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH LANDLORD'S PLANS, AND IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND PERMITS. IF, UPON RECEIPT OF SUGGESTED MODIFICATIONS TO LANDLORD'S SECONDARY SITE WORK, LANDLORD WISHES TO OBJECT THERETO, LANDLORD MAY DO SO WITHIN TEN (10) DAYS FROM ITS RECEIPT OF SUCH SUGGESTED MODIFICATIONS. UNLESS SUCH ACTION IS TAKEN BY LANDLORD, IT WILL BE DEEMED THAT ALL COMMENTS MADE BY TENANT ARE ACCEPTABLE TO AND ADOPTED BY LANDLORD, AND LANDLORD SHALL CORRECT LANDLORD'S SECONDARY SITE WORK ACCORDINGLY. THIS PROCESS SHALL BE REPEATED UNTIL TENANT HAS ACCEPTED LANDLORD'S SECONDARY SITE WORK. TENANT SHALL NOT UNREASONABLY WITHHOLD, CONDITION OR DELAY ITS ACCEPTANCE OF LANDLORD'S SECONDARY SITE WORK, AND FAILURE OF TENANT TO RESPOND TO LANDLORD WITHIN TEN (10) DAYS AFTER RECEIPT OF A WRITTEN NOTICE REQUESTING TENANT'S ACCEPTANCE SHALL BE DEEMED ACCEPTANCE OF LANDLORD'S SECONDARY SITE WORK.

TENANT'S IMPROVEMENTS

(b) ALL IMPROVEMENTS CONSTRUCTED OR LOCATED UPON THE PREMISES BY TENANT ("TENANT'S WORK") SHALL BE AT TENANT'S SOLE COST AND EXPENSE, INCLUDING, WITHOUT LIMITATION, THE COST TO PERMIT AND CONSTRUCT TENANT'S INITIAL IMPROVEMENTS ON THE PREMISES. THE COST OF PROCURING AND INSTALLING THE GREASE TRAP TO SERVE TENANT'S BUILDING ON THE PREMISES AND THE COST OF CURB-IN LANDSCAPING AROUND TENANT'S BUILDING ON THE PREMISES, SHALL BE THE SOLE PROPERTY OF TENANT, AND SHALL BECOME THE PROPERTY OF LANDLORD ONLY UPON THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. TENANT SHALL MAINTAIN, AT ITS SOLE COST AND EXPENSE, ALL IMPROVEMENTS ON THE PREMISES IN GOOD CONDITION AND REPAIR AT ALL TIMES. LANDLORD SHALL HAVE NO MAINTENANCE OR REPAIR OBLIGATIONS WITH RESPECT TO THE PREMISES OR ANY IMPROVEMENTS LOCATED THEREON, OTHER THAN THE CORRECTION OF ANY ITEMS SET FORTH ON THE FINAL PUNCHLIST AND ANY DEFECTS IN, OR OTHER FAILURES OF THE IMPROVEMENTS CONSTRUCTED OR INSTALLED AS PART OF, LANDLORD'S SITE WORK DISCOVERED WITHIN THE PERIOD OF FIVE (5) YEARS FOLLOWING COMPLETION OF SAME (EXCLUDING ORDINARY WEAR AND TEAR).

(b) ALL TRADE FIXTURES, FURNITURE AND EQUIPMENT INCLUDING, BUT NOT LIMITED TO, SIGNS, CHAIRS, TABLES, BOOTHS, TELEVISIONS AND SOUND SYSTEMS, JUKEBOXES, VENT-A-HOODS, WALK-IN COOLERS, EXTERIOR TOWERS AND DECORATIVE MATERIALS, AND ACCESSORIES NECESSARILY RELATED TO THESE ITEMS PLACED IN OR UPON THE PREMISES BY TENANT ("TENANT'S PERSONAL PROPERTY") SHALL REMAIN ITS PERSONAL PROPERTY, AND TENANT SHALL HAVE THE RIGHT TO REMOVE SAME AT ANY TIME, PROVIDED TENANT REPAIRS ANY DAMAGE TO THE PREMISES CAUSED BY SUCH REMOVAL.

(c) LANDLORD HEREBY APPROVES (i) THE SITE PLAN, INCLUDING THE CONFIGURATION OF THE COMMON AREAS DEPICTED THEREON, (ii) TENANT'S PROTOTYPICAL EXTERIOR BUILDING ELEVATIONS, WHICH ARE GENERALLY DEPICTED ON EXHIBIT "C" ATTACHED HERETO, (iii) TENANT'S PROTOTYPICAL BUILDING SIGNAGE, WHICH ARE GENERALLY DEPICTED ON EXHIBIT "C", AND (iv) TENANT'S PROTOTYPICAL BUILDING MATERIALS AS GENERALLY DEPICTED ON EXHIBIT "C" (COLLECTIVELY, "TENANT'S PROTOTYPE"). LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE CONDITIONAL USE RE-ZONING FOR THE DEVELOPMENT REQUIRES THAT THERE BE COMMONALITY OF ARCHITECTURAL FEATURES BETWEEN THE BUILDINGS OF THE DEVELOPMENT AND LANDLORD AND TENANT AGREE TO WORK IN GOOD FAITH TO COORDINATE THE SAME. PRIOR TO APPLYING FOR THE PERMITS WITH THE APPLICABLE GOVERNMENTAL AUTHORITY, TENANT SHALL SUBMIT TO LANDLORD, FOR LANDLORD'S WRITTEN APPROVAL, ALL CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS TO BE CONSTRUCTED AT OR AROUND THE PREMISES PRIOR TO TENANT'S INITIAL OPENING FOR BUSINESS FROM THE PREMISES ("TENANT'S PLANS"). WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF TENANT'S PLANS, LANDLORD SHALL ADVISE TENANT IN WRITING OF THE SUGGESTED MODIFICATIONS AND/OR APPROVAL. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL LANDLORD HAVE THE RIGHT TO DISAPPROVE OF ANY IMPROVEMENTS DESCRIBED IN TENANT'S PLANS TO THE EXTENT SUCH IMPROVEMENTS ARE THE SAME DESIGN, SIZE, COLOR AND MATERIALS AS WAS SHOWN ON TENANT'S PROTOTYPE AND/OR ANY ASPECT RELATING TO THE INTERIOR OF TENANT'S BUILDING TO BE CONSTRUCTED ON THE PREMISES. IF, UPON RECEIPT OF SUGGESTED MODIFICATIONS TO TENANT'S PLANS, TENANT WISHES TO OBJECT THERETO, TENANT MAY DO SO WITHIN TEN (10) DAYS FROM ITS RECEIPT OF SUCH SUGGESTED MODIFICATIONS. UNLESS SUCH ACTION IS TAKEN BY TENANT, IT WILL BE DEEMED THAT ALL COMMENTS MADE BY LANDLORD ARE ACCEPTABLE TO AND ADOPTED BY TENANT, AND TENANT SHALL REVERSE AND RESUBMIT TENANT'S PLANS TO LANDLORD. THIS PROCESS SHALL BE REPEATED UNTIL LANDLORD HAS APPROVED TENANT'S PLANS. LANDLORD SHALL NOT UNREASONABLY WITHHOLD, CONDITION OR DELAY ITS APPROVAL OF TENANT'S PLANS. IN THE EVENT LANDLORD FAILS TO RESPOND TO TENANT'S PLANS WITHIN TEN (10) BUSINESS DAYS FOLLOWING LANDLORD'S RECEIPT OF THE SAME, TENANT HAS THE RIGHT TO SEND LANDLORD A SECOND WRITTEN REQUEST FOR LANDLORD'S RESPONSE TO TENANT'S PLANS. IF LANDLORD FAILS TO RESPOND WITHIN FIVE (5) DAYS FOLLOWING SUCH WRITTEN REQUEST, THEN LANDLORD SHALL BE DEEMED TO HAVE APPROVED TENANT'S PLANS. PROVIDING OF PAYMENT AND PERFORMANCE BONDS SHALL NOT BE A CONDITION OF LANDLORD'S APPROVAL OF TENANT'S PLANS.

(d) TENANT SHALL AT ALL TIMES DURING THE TERM OF THIS LEASE HAVE THE SOLE AND EXCLUSIVE RIGHT TO ERRECT, BUILD, REBUILD, REPAIR, CHANGE, OR DEMOLISH BUILDINGS OR OTHER IMPROVEMENTS (PROVIDED THAT TENANT SHALL REPLACE ANY BUILDINGS OR IMPROVEMENTS WHICH ARE DEMOLISHED WITH BUILDINGS OR IMPROVEMENTS OF EQUAL OR GREATER FAIR MARKET VALUE) FOR USE AS TENANT IN ITS SOLE DISCRETION MAY DETERMINE, SO LONG AS SAME ARE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ZONING REGULATIONS. ALL IMPROVEMENTS SHALL REMAIN THE SOLE PROPERTY OF TENANT UNTIL THIS LEASE TERMINATES, AT WHICH TIME TITLE TO ANY IMPROVEMENTS SHALL VEST IN LANDLORD.

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