

CITY OF ANTIOCH DESIGN REVIEW BOARD

RESOLUTION NO. 86-4

WHEREAS, the Design Review Board of the City of Antioch did receive a request by AD ART, INC. for design approval of a sign program for the DELTA FAIR SHOPPING CENTER (S-86-2) on property generally located on the east side of Delta Fair Boulevard, between San Jose Drive and Buchanan Road; and

WHEREAS, pursuant to the California Environmental Quality Act and City implementing procedures, the project has been deemed categorically exempt; and

WHEREAS, the Design Review Board on February 12, 1986 duly held a hearing, received and considered evidence, both oral and documentary;

NOW, THEREFORE, BE IT RESOLVED that the Design Review Board of the City of Antioch does hereby approve the sign program for the DELTA FAIR SHOPPING CENTER on property located on east side of Delta Fair Boulevard, between San Jose Drive and Buchanan Road subject to the following conditions:

1. Revise the major tenant sign criteria to permit only one sign per tenant and to allow a maximum letter height for lower case letters of four (4) feet.
2. Revise the minor tenant criteria to permit only one sign per tenant except for corner stores. Revise to allow a maximum letter height of eighteen (18") inches, a maximum coverage of 65% of the store frontage, and no more than two lines of copy. Require that the style of the lettering and the color of the signs be compatible with other signs in center. This determination of compatibility shall be made by staff.
3. Amend both the major and minor tenant sign criteria as follows:
 - a. Logos are to be considered and approved on a case-by-case basis.
 - b. Letters within one sign are to be uniformly colored

The overall length of signs shall not exceed 65% of the width of the storefront.

- d. Revise the major and minor tenant sign program to include the following:

Any window sign in excess of four (4) square feet shall be considered in the calculation and approval of tenant sign by the City of Antioch.

- ii. Tenant shall not, without City approval and landlord's consent, place, construct, or maintain on the premises any advertisement media, including, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant

shall not solicit business in, on, or about the common areas, or distribute handbills or other advertising or promotional media in, on, or about the common areas.

- 4 Remove the major tenants' names from the freestanding sign.
5. The color of the letters in the freestanding sign shall be changed from the orange color shown on the plans. The letter coloring shall be reviewed and approved by staff.
6. Provide a dimensioned location for the freestanding sign for staff review and approval.
7. The height of the freestanding sign shall not exceed fifteen 5) feet.
8. Approve the Food 4 Less sign as proposed
9. Conditions required by the Design Review Board, which call for a modification or any change to the sign plans submitted, must be corrected to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless the sign plan meets the requirements stipulated by the Design Review Board and standards of the City.
10. That the City staff inspect the site for compliance of conditions prior to final inspection approval.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Design Review Board of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said Design Review Board held on the 12th Day of February, 1986 by the following vote:

AYES: Members Hawkins, Jackson, Vice Chairman Seelinger and
Chairman Sloan

NOES: None

ABSENT: None


JUDY JACKSON
Secretary to the Design Review Board

DELTA FAIR SHOPPING CENTER
ANTIOCH, CALIFORNIA

TENANT SIGN CRITERIA
MAJOR TENANTS

This criteria has been developed for the purpose of assuring an outstanding shopping center, and for the mutual benefit of all tenants. Conformance will be strictly enforced, and any non-conforming or unapproved signs must be brought into conformance at the expense of the Tenant.

- 1 The Tenant sign will be of individual letter construction and letter, numeral or unit will be attached, structurally and electrically, individually to the fascia. Each tenant shall be permitted one (1) sign if appropriate for identification. Logos to be considered on a case-by-case basis.
2. Each letter, numeral or unit may be internally illuminated and will be faced with plexiglass or similar material. Letters to be monochromatic within a sign.
3. The height of any sign upper case character will not exceed sixty (60) inches, except as provided for herein and subject to more limiting requirements of appropriate governmental authorities. The height of lower case letters will not exceed forty-eight (48) inches.
4. The overall length of signs will not exceed 65% of the width of the storefront except as provided for herein and subject to more limiting requirements of appropriate governmental authorities.
5. To assure architectural integrity to the building facade, the use of all sign colors, details and materials will be subject to the Landlord's approval and City approval. Complete shop drawings, indicating dimension, materials, and colors must be submitted to the Landlord for written approval prior to application for approval by the Antioch City Planning Department.
6. Tenant identification on exterior service or stock room doors and any miscellaneous signs that may be required on the exterior of the demised premises will be of a standard size and design, specifications shall not exceed six (6) inches in height, for which will be provided by the Landlord prior to completion of construction.
- 7 Miscellaneous:
 - A. Flashing, moving or audible signs ^{not} will be permitted.
 - B. No exposed neon lighting shall be used on signs, symbols or decorative elements.

7. Miscellaneous (cont'd):

No exposed conduit, tubing or raceways will be permitted.

- D. All conductors, transformers and other equipment shall be concealed.
- E. Location of all openings for conduit and sleeves in fascia panels and/or building walls shall be indicated by the sign contractor on drawings submitted to the Landlord's architect. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
- F. Sign contractor shall repair any damage caused by his work and Tenant shall be fully responsible for the operations of his sign contractor(s).
- G. No signmaker's labels or other identification will be permitted on the exposed surface of the signs.
- H. Wording of sign shall not include the product sold except as a part of Tenant's trade name.
- I. If the fascia sign is ever removed for replacement or because of termination of Lease, Tenant shall leave the fascia panel in good condition, normal wear and tear excepted. Without limitation, Tenant shall specifically be required to fill in a workman like manner any holes left in the fascia panel by removal of the sign and conduit.
- J. Tenant shall pay for the cost of all signing. Tenant shall not be allowed to open for business prior to the installation of exterior illuminated signing. In the event that Tenant is not able to install said signing prior to opening for business, Tenant shall provide Landlord with a signed contract from the sign contractor. Said contract shall provide for installation of Tenant's sign within thirty (30) days after Tenant's opening for business. In such event, Tenant may open for business with Landlord's consent.
- K. Tenant shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner, or other exterior decoration without Landlord's consent, or City approval. All signs shall conform to the City sign ordinance.
- L. Tenant shall not have the right to place, construct, or maintain on the glass panes and supports of the show windows of the Premises, the doors, and the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks,

7. Miscellaneous (cont'd)

descriptive material, or any other similar item without Landlord's consent. Any window sign in excess of four (4) square feet shall be considered in the calculation and approval of the Tenant sign by the City of Antioch.

Tenant shall not, without City and Landlord's consent, place, construct, or maintain on the Premises any advertisement media, including without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the common areas, or distribute handbills or other advertising or promotional media in, on, or about the common areas.

Landlord's Initials _____

Tenant's Initials

RECEIVED
DEC 7 1985
CITY OF ANTIOCH
DEPT. DEV. SERVICES

DELTA FAIR SHOPPING CENTER
ANTIOCH, CALIFORNIA

TENANT SIGN CRITERIA
MINOR TENANTS

This criteria has been developed for the purpose of assuring an outstanding shopping center, and for the mutual benefit of all tenants. Conformance will be strictly enforced, and any non-conforming or unapproved signs must be brought into conformance at the expense of the Tenant.

1. The Tenant sign will be of individual letter construction and letter, numeral or unit will be attached, structurally and electrically, individually to the fascia. Each tenant shall be permitted two (2) signs if appropriate for identification.
2. Each letter, numeral or unit may be internally illuminated and will be faced with plexiglass or similar material.
3. The height of any sign character will not exceed twenty-four (24) inches, except as provided for herein and subject to more limiting requirements of appropriate governmental authorities.
4. The overall length of signs will not exceed 75% of the width of the storefront except as provided for herein and subject to more limiting requirements of appropriate governmental authorities.
5. To assure architectural integrity to the building facade, the use of all sign colors, details and materials will be subject to the Landlord's approval and City approval. Complete shop drawings, indicating dimension, materials, and colors must be submitted to the Landlord for written approval prior to application for approval by the Antioch City Planning Department.
6. Tenant identification on exterior service or stock room doors and any miscellaneous signs that may be required on the exterior of the demised premises will be of a standard size and design, specifications shall not exceed six (6) inches in height, for which will be provided by the Landlord prior to completion of construction.
7. Miscellaneous:
 - A. Flashing, moving or audible signs will not be permitted.
 - B. No exposed neon lighting shall be used on signs, symbols or decorative elements.

7. Miscellaneous cont'd.):

- C. No exposed conduit, tubing or raceways will be permitted.
- D. All conductors, transformers and other equipment shall be concealed.
- E. Location of all openings for conduit and sleeves in fascia panels and/or building walls shall be indicated by the sign contractor on drawings submitted to the Landlord's architect. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
- F. Sign contractor shall repair any damage caused by his work and Tenant shall be fully responsible for the operations of his sign contractor(s).
- G. No signmaker's labels or other identification will be permitted on the exposed surface of signs.
- H. Wording of sign shall not include the product sold except as a part of Tenant's trade name.
- I. If the fascia sign is ever removed for replacement or because of termination of Lease, Tenant shall leave the fascia panel in good condition, normal wear and tear excepted. Without limitation, Tenant shall specifically be required to fill in a workman like manner any holes left in the fascia panel by removal of the sign and conduit.
- J. Tenant shall pay for the cost of all signing. Tenant shall not be allowed to open for business prior to the installation of exterior illuminated signing. In the event that Tenant is not able to install said signing prior to opening for business, Tenant shall provide Landlord with a signed contract from the sign contractor. Said contract shall provide for installation of Tenant's sign within thirty (30) days after Tenant's opening for business. In such event, Tenant may open for business with Landlord's consent.

7. Miscellaneous (cont'd.

- K. Tenant shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner, or other exterior decoration without Landlord's consent, or City approval. All signs shall conform to the City sign ordinance.
- L. Tenant shall not have the right to place, construct, or maintain on the glass panes and supports of the show windows of the Premises, the doors, and the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's consent. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this Criteria.

Tenant shall not, without Landlord's consent, place, construct, or maintain on the Premises any advertisement media, including without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the common areas, or distribute handbills or other advertising or promotional media in, on, or about the common areas.

Landlord's Initials

Tenant's Initials