

**MASTER SIGN PROGRAM  
HERCULES RETAIL CENTER  
(South Corner of San Pablo and Sycamore Avenues)**

**SIGN CRITERIA FOR PARCEL 3 AND PYLON SIGN IN EASEMENT  
ON PARCEL 2 AND MONUMENT SIGNS ON PARCEL 4**

**July 16, 2018**

ORB Partnership ("ORB"), the Owner (and Declarant under the Declaration of Covenants, Conditions and Restrictions covering the Parcels shown on that certain Map recorded August 21, 1995, in Book 167 of Parcel Maps, at Pages 13 and 14, in the Official Records of Contra Costa County, California) has established this Sign Criteria for Parcel 3 and for the pylon sign on Parcel 2 and two (2) monument signs on Parcel 4 in order to ensure the reasonable conformity and consistency of signage to preserve and enhance the appearance of the Center, safeguard property values and encourage the use of quality signage harmonious to the Buildings and their surroundings.

**General Requirements**

All signs must comply with the building codes and ordinances of the City of Hercules, California. Each tenant shall be fully responsible for designing, constructing, installing, repairing, maintaining and replacing its sign or signs in compliance with all such building codes and ordinances.

Each tenant shall be responsible for preparation of all required plans and specifications for sign or signs, obtaining all requisite permits from City of Hercules for the installation and use thereof and constructing, installing, repairing, maintaining and replacing all such sign or signs, all at each tenant's sole cost and expense and at each tenant's sole risk of loss.

The size, location, design, color, texture, lighting and materials of these signs shall not detract from the design of the Center.

All signs must be maintained by each tenant in a first-class manner and in good working order.

Should any tenant fail to repair and maintain any sign or signs as called for herein or to remove any debris remaining after any installation, repair and/or occurrence of damage to any sign or signs, ORB has and reserves the right at tenant's expense to make all reasonable repairs and/or replacements and to remove any debris or damaged remains of any sign or signs or damage to building structures.

All signs requiring permits shall be installed, repaired and replaced by duly licensed sign companies and/or duly licensed electricians.

ORB as Owner of Parcel 3 and as Declarant under said Declaration of Covenants, Conditions and Restrictions, hereby reserves the right in its sole discretion to approve the signs used by all tenants of the Center. If any tenant has a regional or national presence and has adopted a particular emblem or logo which may be incorporated into any sign, although at variance with any standard herein established, or ORB elects to permit such tenant to vary its sign, size or location, ORB may permit the same as an exception recognizing that the presence of any such tenant may be beneficial to tenancy and business throughout the Center. Nothing by ORB's permitting any sign to vary from the criteria established herein shall be deemed to be a precedent entitling any other tenant to a similar variance or treatment.

No signs shall be installed on the roof of the Buildings or may project above the top of a parapet wall or roof line.

### **Sign Approval**

Each tenant before fabrication and installation of any sign or signs, must submit plans and specifications for all such sign or signs to ORB for its approval, which when forthcoming shall be subject to such further requirements as may be called for by the City of Hercules. Such submittals shall be in quadruplicate and two such submittals shall include color renderings of each sign or signs. ORB shall give its approval or disapproval in writing within ten (10) days. Any disapproval will itemize the basis for changes to secure ORB's approval. Once approved no sign shall be changed without again obtaining the written consent of ORB or its successor. If ORB or its successor fails to approve any sign within ten (10) days of actual receipt by it of such plans and specifications, such sign shall be deemed to be approved; provided, however, that nothing by such deemed approval by failure to respond on the part of ORB or its successor shall represent an authorization for any sign which is at variance from the Sign Criteria set forth herein.

### **Retail Shops**

Each tenant shall be permitted exterior sign or signs, which may be lighted on the exterior façade of the Building located (a) on the ceramic tile area in front of each such tenant's store (see Typical A and Typical B attached) and/or (b) on the exterior stucco façade of the Building above the ceramic tile area in front of each such tenant's store (see Typical C attached).

If the sign is on the ceramic tile area, such sign shall not exceed a length of ten ("10") feet and if the length of such sign is eight (8') feet or less, the height of the sign shall not exceed twenty-four (24") inches, and if the length of such sign is more than eight (8') feet, the height of such sign shall not exceed eighteen (18") inches. However, if any such sign includes stacking of letters, then the maximum height of such sign may be increased as allowed herein.

In addition to any wall sign or signs on the façade of a Building, at Owner's sole discretion, a logo may also be placed above or on the ceramic tile as described in this Sign Criteria and more than one sign may be allowed by Owner where Building location so warrants.

Fascia signs shall be made up of individual channel letters with internally illuminated colored neon tubes to match plexi color of letters. Letter returns shall be black 20 gauge sheet metal 5 inches deep, with 3/4 inch black trim cap.

Maximum sign height not to exceed twenty-four ("24") or thirty ("30") inches if stacking of letters is involved. Lessor may allow tenant two lines of copy based upon Center's sign criteria and/or length of business name. Letters shall be a minimum of 12" inches in height. Intent is to maintain a four inch (4") vacant frame from natural architectural features.

Approved Lessee sign colors are as follows: Red, Yellow, Tangerine, Green, White, Blue, Plum, Raspberry, Magenta and Teal. ORB may allow use of other colors.

### **Under Canopy Signs**

Each tenant shall be allowed to install one (1) under canopy sign over the walkway not to exceed twelve inches (12") tall by forty-eight inches (48") wide, in front of such tenant's store, if allowed by City of Hercules, and must be installed so as not to interfere with or block normal passage of the public along walkways, generally an eight-foot (8') minimum above the sidewalk (See Typical D attached).

### **Window Signage**

Logos or manufacturer's decals, hours of business, telephone numbers, and etc., are limited to a total of 144 square inches per single door entrance. All "sales" signs, special announcements, etc. are not permitted on exterior or interior glass. Such advertising materials must be set back 24 inches from glass surface, and all window signs are not to exceed a maximum total of 25% of total window area.

### **Prohibitions**

Vertical signs projecting perpendicular to the building are not permitted in any form.

Advertising devices such as attraction boards, posters, banners and flags, including promotional banners, may be permitted on a temporary basis as approved from time to time by ORB in writing in advance, provided that the same do not violate any building code or ordinances of the City of Hercules.

Painted, flashing, animated, audible, revolving or other signs that create the illusion of an animation are not permitted.

Exposed bulb signs are not permitted.

No exposed junction boxes, lamps, tubing, conduits, raceways or neon crossovers of any type are permitted, unless approved by ORB and the City of Hercules.

### **Insurance**

Any sign company and/or electrician performing any work to construct, install, repair or maintain signs must carry worker's compensation and public liability insurance against all damage suffered or done to any and all persons and or property while engaged in the construction or installation of signs in the amount of one million dollars (\$1,000,000.00). ORB and the tenant contracting for such work shall be named as additional insureds and shall be furnished in advance with certificates establishing the existence of such insurance coverage.

### **Monument Signs**

There are two (2) double sided monument signs which have been installed by ORB on Parcel 4 in the Center intended to be used for identification of tenant or tenants in the buildings on Parcel 3. ORB in its lease with each tenant will designate the location of any monument sign where tenant display may be installed. Any tenant display on a monument sign is installed, repaired, maintained and replaced at the tenant's expense and must match the overall architectural and color décor of the Center. Spaces on the monument signs may be limited and not every tenant is guaranteed a space on a monument sign. There are two (2) free standing, illuminated monument signs which are approximately eight (8) feet high, fourteen (14) feet wide and three and one-half (3 1/2) feet in depth. Each of said monument signs has provision for six (6) spaces on each side which may be used for tenant identifications. Commercial sign area dimensions include \_\_\_\_\_ square feet of area per side.

### **Pylon Sign**

A pylon sign is located within a sign easement on Parcel 2. Said pylon sign was installed by ORB and is to be repaired, maintained and replaced by ORB and all such costs of repair, maintenance and replacement are included as part of the common area expense which will be paid proportionately by all tenants whether or not any tenant has been guaranteed or given a space on the pylon sign as the overall availability of such pylon sign is deemed to be of value to the entire Center. The foregoing matters are provided for under the Declaration of Covenants, Conditions and Restrictions. The original pylon sign was fifty-five (55) feet high and ten (10) feet wide supported by two columns and was modified with City approval and allowed to have a height of seventy (70) feet. Originally, there were four (4) spaces on the pylon sign to support tenant identifications which was amended to permit there to be five (5) such spaces, with only one (1) tenant named on the bottom tenant space. The pylon sign is free standing and illuminated and at the base of the pylon sign with City approval there has been installed and maintained equipment and cabinets to support antennas for wireless communication transmissions. One space has been allocated for use by the occupant of Parcel 1 and another

space has been allocated for use by the occupant of Parcel 2. The remaining three (3) spaces on the pylon sign are allocated and assigned for use by tenant or tenants of Parcel 3 as ORB determines to be appropriate from time to time. Each space for Parcel 3 tenants may be divided at ORB's discretion so that it may identify two tenants in one space, with exception of the bottom space. With this amended Master Sign Program a maximum of seven (7) tenant signs shall be allowed per each side of said pylon sign.

ORB in its sole discretion has and reserves the right to allocate and assign the use by any tenant or tenants of the remaining three (3) spaces on each side on the pylon sign as said ORB determines to be appropriate from time to time. ORB in its sole discretion has and reserves the right to modify said pylon sign so that additional space or spaces will be available. Such modification shall be a cost of ORB and such sign modification to obtain additional space or spaces shall not be made a part of the CAM charges although repair, maintenance and replacement of the modified pylon sign shall be part of said CAM charges. Any additional space on said pylon sign shall be allocated for use in the sole discretion of ORB.

### **Sign Samples**

Annexed hereto are eight (8) pictures representing samples of tenant signs in place as of 2018 on Building or Buildings which were previously approved by the Owner and duly permitted by the City. Nothing by such inclusions shall be deemed to set a precedent entitling any other tenants to approval of any similar variances or treatment.

Also annexed hereto are four (4) pictures in place as of 2018 which reflect the current status and use of the pylon sign and the current status and use of the tenant spaces used on the monument signs.

### **Substitution of Tenant Names on Pylon and Monument Signs**

ORB, or any successor, shall have the right to substitute the name of tenant or tenants on the pylon sign and monument signs without requiring any City permit application or payment of any permit fee as long as such substitution is in conformity with the Master Sign Program and does not modify or change the base structure of the pylon and monument signs themselves nor modify the electrical components.

### **Status of Signage**

No such change in the structure of any signs is being currently sought by ORB and nothing hereby is intended to modify or change other sign or signs which may be currently located within Hercules Retail Center.

**Amendment**

ORB has and reserves the right to modify and amend the Master Sign Program by amending its Master Sign Program with the City from time to time and whenever the same may be amended a copy thereof will be duly furnished to every tenant.

ORB PARTNERSHIP

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

  
Donald S. Rosenberg  
General Partner

Amended 7/16/18

#2826534

Attachments:

Typical A

Typical B

Typical C

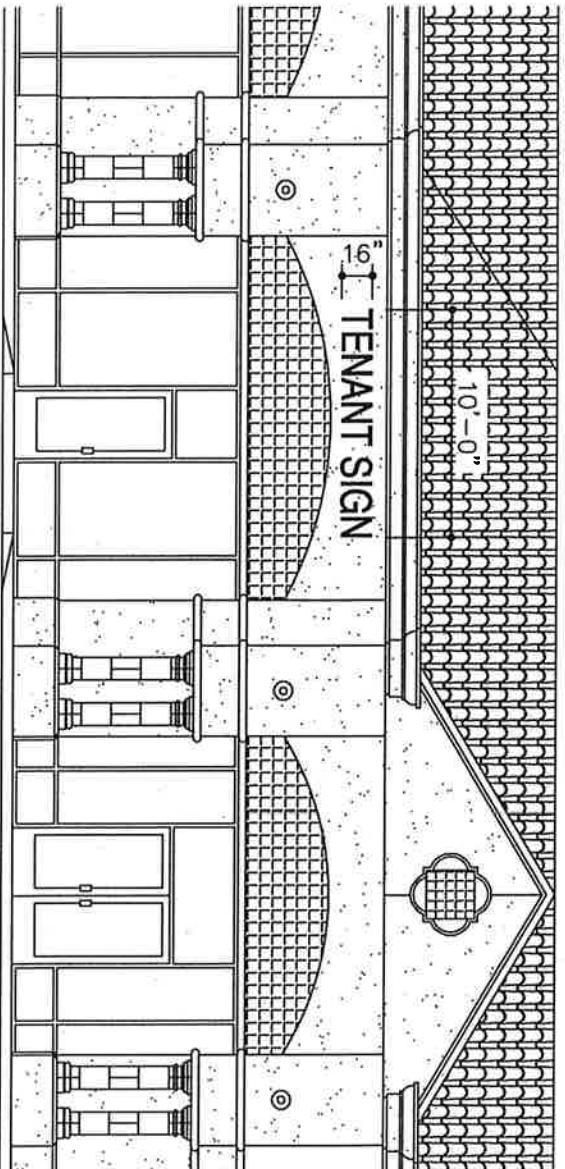
Typical D

Pictures (12)









TYPICAL C: TENANT SIGNAGE 16" X 10' MAX.  
160 S.F. MAX

**SIGNAGE CRITERIA FOR PARCEL 3 ADDENDUM - EXHIBIT 'C'**

**HERCULES RETAIL CENTER**

3700 SAN PABLO AVE HERCULES, CA

O.R.B. PARTNERSHIP

2018-05-08

# UNDER CANOPY DISPLAY

## Typical D

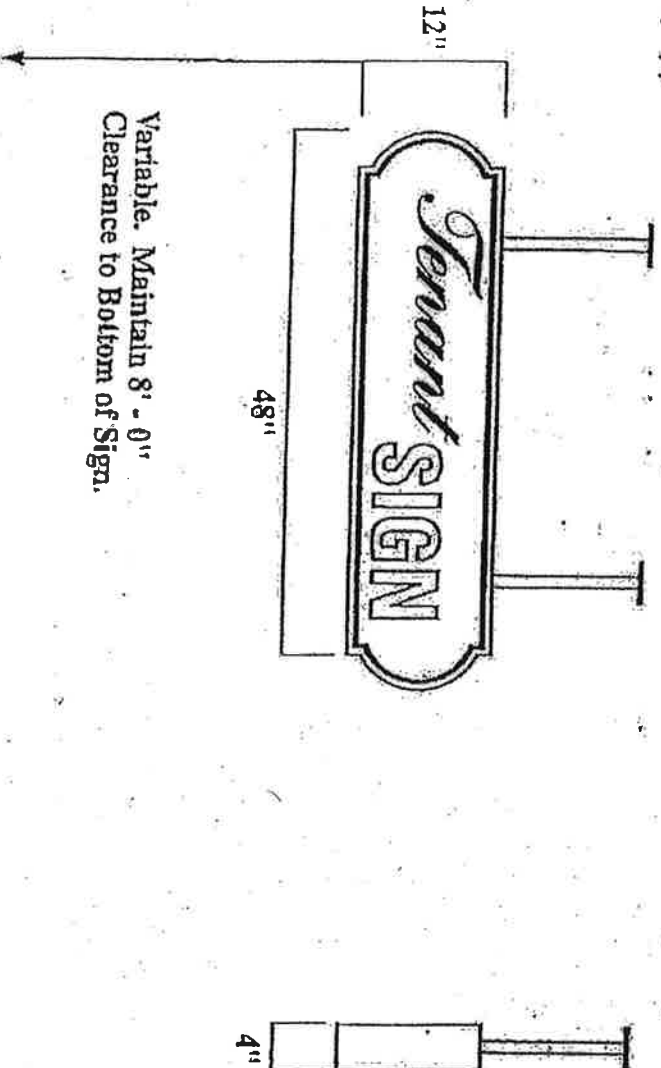
SCALE: 3/4" = 1'-0"

### SPECIFICATIONS:

Under canopy displays to be non-illuminated double faced cabinets suspended with plate mount 1" steel tube supports.

Cabinets returns shall be 4" sheet metal construction with 1" X 1/2" box retainers painted to match building color specifications.

Faces to be 1/8" White @Lexan with @3M vinyl graphics applied first surface. Graphic colors per tenant specifications.







# EXTREME PIZZA



OPTOMETRY





**Tommy Kono**

1 2 3 4 5 6 7 8 9 10 11 12



01

**SALON & SPA**

**Kenny**





KINDER'S

MEALS • DRINKS • SNACKS



TRUCK









MERCURY'S



Jack  
in the box

EXTREME  
PIZZA

KINDER'S

STARBUCKS  
COFFEE

CHASE

# HERCULES



in the  
box

STARBUCKS  
COFFEE

CHASE



KINDER'S

CHILDREN'S GYM

*Kinda*

SALON & SPA



InSight  
OPTOMETRY



# HERCULES



in the  
**BOX**

**STARBUCKS  
COFFEE**

**Tutti Frutti**

ICE CREAM • SHERBETS • FROSTINGS

**KINDER'S**

Strawberry • Vanilla • Raspberry



**EXTREME  
PIZZA**



*InSight*  
**OPTOMETRY**



# HERCULES



in the  
**BOX**

**STARBUCKS  
COFFEE**



*InSight*  
**OPTOMETRY**

**KINDER'S**

Meats • Bread • More



**EXTREME  
PIZZA**

**CHASE** 