

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

**Assessor's Parcel Number: 434-143-06
4061 North Blackstone Avenue, Fresno, CA 93726**

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (Agreement) is entered into by and between the CITY OF FRESNO, a municipal corporation, (City or Buyer) and KUSH HOSPITALITY INC., a California Corporation (Seller). City and Seller are collectively referred to herein as "the Parties."

RECITALS

- A. Seller is the owner of real property, located at 4061 North Blackstone Avenue, commonly known as Clarion Pointe Motel, in the City of Fresno, Assessor's Parcel Number 434-143-06 (Subject Property).
- B. City desires to purchase the Subject Property to facilitate the development of an Interim Homeless Shelter.
- C. City has been in active negotiations with Seller for the Purchase and Sale of the Subject Property.
- D. City now wishes to purchase from Seller and Seller now wishes to sell to City, the Subject Property, subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

- 1. **Subject Property.** The Subject Property is located at 4061 North Blackstone Avenue in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 434-143-06, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances, including any permits and easements. A legal description of the Subject Property is described in Exhibit A, attached hereto, and incorporated herein by reference.
- 2. **Existing Agreement.** The Parties acknowledge Seller entered into an Agreement on or about March 29, 2022, with Zero Impact Solutions, Inc. and Zero Impact Builders, Inc., for the purchase, installation, and service of Electric Vehicle (EV) Chargers, attached hereto as Exhibit B, and incorporated herein by reference. The EV chargers were approved for installation by the State of California and PG&E and are scheduled for installation on the Subject Property in 2023. Seller is attempting to secure State and PG&E approval for the EV Chargers Agreement to be assigned to another property owned by Seller. If Seller is unable to secure assignment of said EV Chargers Agreement to another property owned by Seller, City will assume agreement as is applicable to the Subject Property.

3. **Fee Title.** Seller shall grant the Subject Property to City in fee, free and clear of all liens, encumbrances, and restrictions of record.
4. **Purchase Price.** City shall pay Seller Eleven Million Eight Hundred Thousand Dollars (\$11,800,000) (Purchase Price) for the Subject Property.
5. **Effective Date.** The Effective Date of this Agreement shall be upon its duly authorized execution by the Parties after City Council approval.
6. **Right to Sell.** Seller represents and warrants it holds fee title to the Subject Property, that it has the authority to enter into this Agreement, and that the Subject Property is free and clear of all liens, encumbrances, and restrictions of record. Seller agrees to hold City harmless and reimburse City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or lease held by any guest or tenant of the Seller.
7. **Escrow Instructions.** The sale shall be completed through an External Escrow to be opened at Placer Title Company, located at 7700 N. Palm Avenue, Suite 101, Fresno, CA 93711 (Escrow Holder). Said escrow shall be opened upon the following terms and conditions, and Seller and City by their signature to this Agreement, make this paragraph their escrow instructions:
 - a. **Deposits.** The City shall deposit the sums specified in Paragraph 4 of this Agreement and the allocable closing costs in escrow upon receipt of a demand and statement from Escrow Holder:
 - i. **Non-Refundable Deposit.** Within ten days of the Effective Date of this Agreement, City shall deposit with Escrow Holder the sum of Two Hundred Fifty Thousand Dollars (\$250,000) (the Non-Refundable Deposit). The Non-Refundable Deposit shall be applied to the Purchase Price at Close of Escrow.
 - ii. **Balance of Purchase Price.** City shall pay the balance of the Purchase Price, less the Non-Refundable Deposit to Seller, in good funds through Escrow, not later than the close of business on the day before the Close of Escrow. Escrow Holder will forward to both City and Seller a separate accounting of all funds received and disbursed for each party.

Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when Escrow Holder possesses and is in a position to deliver to the City, a fully executed, acknowledged, and recorded deed to the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
 - b. **Feasibility Period.** City shall have the right to examine the feasibility of the Subject Property for a period of up to ten days after the parties have executed this Agreement (the Feasibility Period).
 - i. **Access.** City shall have the right to access the Subject Property at all times following execution of this Agreement by the Parties; for the purpose of conducting all studies, inspections, evaluations,

tests, or surveys of the Subject Property that City elects to have performed upon reasonable notice to the Seller. City agrees to indemnify and hold Seller harmless from any and all liability, loss, cost, damage, or expense that Seller may sustain or incur by reason of, or in connection with, such entry, studies, inspections, evaluations, tests, or surveys conducted by City during the Feasibility Period.

- ii. **Feasibility Package.** Seller shall deliver to City a feasibility package within five days of execution of this Agreement. The following shall be included as due diligence in the package to the extent in the possession or control of Seller:
 1. Any documents relating to special assessment or bonds;
 2. All known current litigation affecting the Subject Property;
 3. All environmental reports;
 4. Copy of all fees paid related to the Subject Property;
 5. Updated preliminary title report and underlying documents and surveys;
 6. All Plans and any history of repairs or maintenance;
 7. List of any and all existing and in-place vendor contracts/agreements (e.g. utilities, ect.);
 8. Any existing physical, environmental, soil, engineering, etc., studies and reports on the Subject Property; and
 9. Any other documents or information related to the Subject Property that City shall require.
- c. **Defects in Title.** City reserves the right to accept title to the Subject Property to be acquired by City herein subject to certain defects in any or all matters of record title. In consideration for Seller receiving the total sum stated in Paragraph 4, the Seller covenants and agrees to indemnify and hold City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of, or are in connection with the foregoing defects in title to the Subject Property. The Seller's obligation herein to indemnify and hold City harmless shall not exceed the amount paid to the Seller specified in Paragraph 4.
- d. **Financial Liabilities.** It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.
- e. **Costs.** The Parties shall each pay one half of the escrow fee; Seller shall provide City with a CLTA policy of title insurance; recording fees (if any) shall be as customary in Fresno County; all other closing costs shall be

- paid by the City; Seller will pay any cost to convey the title to the Subject Property.
- f. **Disbursement.** Disbursement of the Purchase Price shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
 - g. **Close of Escrow.** Close of Escrow for the Purchase and Sale of the Subject Property shall occur on May 10, 2023. The following Conditions of Sale must be met prior to Close of Escrow:
 - i. City's approval of contents of preliminary title report and exceptions;
 - ii. City's approval of any engineering reports;
 - iii. No pending litigation against the Subject Property and no notices of violation of law;
 - iv. City's approval of preliminary title report;
 - v. City's approval of physical inspection of the Subject Property;
 - vi. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City; and
 - vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller.
 - viii. Seller's delivery of the Subject Property at Close of Escrow to City without any guests or tenants;
8. **Possession.** Sole and exclusive possession of the Subject Property shall be delivered to City on the Close Date, free of all claims from Seller or any third persons under leases or otherwise.
9. **Relocation.** The Parties shall take all legally required steps to minimize displacements of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of the City's planned use of the Subject Property and services rendered in pursuit thereof. The Parties acknowledge and agree, that under applicable law, a displaced person must be provided relocation assistance in accordance with regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C 4601-4655).
10. **Commission.** At the Close of Escrow, and through escrow, Seller shall pay a brokerage commission to Seller's broker, Joshua Mettee of Mettee & Co., Inc., pursuant to a separate agreement. Seller and City shall defend and indemnify each other from any claims for commissions or fees arising from either party dealing with any other broker or agent other than those specified herein. City is not represented by a broker and shall not incur or be responsible for any commission fees involving any commission fees earned upon Close of Escrow.

11. **Condition and Inspection of Subject Property.** Notwithstanding any other provision of this Agreement to the contrary, Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or warranties of any kind concerning the Subject Property. Seller has not conducted any investigation regarding the condition of the Subject Property.
12. **Default and Remedies.**
 - a. **City's Default.** IF CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF THE CITY'S DEFAULT UNDER THIS AGREEMENT, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RETAIN THE CITY'S NON-REFUNDABLE DEPOSIT. ANY CITY DEPOSIT MADE IN EXCESS OF THE NON-REFUNDABLE DEPOSIT SHALL BE REFUNDABLE AT ALL TIMES AND RETURNED TO THE CITY, UPON REQUEST.
 - b. **Seller's Default.** IF THE CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF SELLER'S DEFAULT UNDER THIS AGREEMENT, CITY MAY (1) TERMINATE THIS AGREEMENT, IN WHICH EVENT THE ENTIRE NON-REFUNDABLE DEPOSIT PREVIOUSLY MADE BY CITY AND ALL OTHER FUNDS DEPOSITED BY CITY SHALL BE RETURNED TO CITY AND THE PARTIES SHALL THEREAFTER HAVE NO OBLIGATIONS UNDER THIS AGREEMENT OR ADDITIONAL LIABILITY TO ONE ANOTHER; OR (2) MAINTAIN THIS AGREEMENT IN EFFECT AND PURSUE AN ACTION FOR SPECIFIC PERFORMANCE; OR (3) PURSUE ANY OTHER REMEDY AT LAW OR EQUITY, INCLUDING BUT NOT LIMITED TO AN ACTION FOR DAMAGES.
13. **Indemnity.** Seller shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Seller, City, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or hazardous materials (as now or hereafter defined in any law, regulation or rule) in, on, or under the Subject Property that occurred on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state, or local law whether statutory or common law, ordinance, or regulation in effect as of the effective date of this Agreement. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and reasonable attorneys' fees, and actual damages.
14. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are

hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent before 5:00 p.m. on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO SELLER: KUSH HOSPITALITY INC., a California Corporation
C/O Joshua Mettee,
Mettee & Co., Inc.,
7621 N Del Mar Avenue, Suite 102
Fresno, CA 93711
Email: jbmettee@gmail.com
Telephone: (559) 313-7742

TO CITY: CITY OF FRESNO
Attention: City Manager
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-8000

TO ESCROW HOLDER: Placer Title Company
Attention: Darryl Evans, Escrow Officer
7700 N. Palm Avenue, Suite 101
Fresno, California 93711
Telephone: (559) 261-8929

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

15. **Miscellaneous Provisions:**

- a. **Waiver.** The waiver by either party of a breach by the other of any

provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

- b. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
- c. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
- d. **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
- e. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.
- f. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- g. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
- h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. **Exhibits and Attachments.** Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
- j. **Non-Material Changes.** The City Manager of the City, or designee, may execute any supplemental escrow instructions and may make minor modifications to this Agreement, the exhibits, and the

documents referenced herein, on behalf of the City, and by virtue of an amendment mutually signed by Seller, provided such modifications do not constitute a material change to this Agreement.

- k. **Extent of Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Seller.
- l. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,
A California municipal corporation

SELLER,
KUSH HOSPITALITY INC., a California Corporation

By: _____
Georgeanne A. White Date
City Manager

By: Mrupen Patel
DocuSigned by:
8B9A808CCE47420...
Name: Mrupen Patel

Title: President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Date: 4/13/2023

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Jatin Patel
DocuSigned by:
8B9A808CCE47420...
Name: Jatin Patel

By: Tracy N Parvanian
Tracy N Parvanian Date
Supervising Deputy City Attorney
4-13-23

Title: Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Date: 4/13/2023

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date

Attachments:
Exhibit A – Legal Description
Exhibit B – EVSE Agreement

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A OF PARCEL MAP NO. 97-11, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 60 PAGE 7 OF PARCELS MAPS, FRESNO COUNTY RECORDS.

APN 434-143-06

EXHIBIT B

THIS EVSE PURCHASE, INSTALLATION AND SERVICE AGREEMENT (this “Agreement”), effective as of the effective date (the “Effective Date”), by and among **Zero Impact Solutions, Inc.**, a California corporation, located at 3100 Airway Ave # 127 Costa Mesa CA 92626 (hereinafter “ZIS”); **Zero Impact Builders, Inc.**, a California corporation, located at 3100 Airway Ave # 127 Costa Mesa CA 92626 (hereinafter “ZIB, Contractor”); **Kush Hospitality Inc**, at 4061 N BLACKSTONE AVE, FRESNO CA 93726 and **KS Hospitality Inc** at (hereinafter “Customer”), at 7177 N ELLENDALE AVE, FRESNO CA 93722. Accordingly, ZIS, Contractor, and Customer are each a “Party” and/or collectively the “Parties” to this Agreement.

RECITALS

WHEREAS, ZIS is a company that is in the business of providing electrical equipment, including but not limited to Electric Vehicle Supply Equipment as defined herein, as well as providing Cloud Services, Warranties and Support

WHEREAS, ZIB is a Contractor with **CSLB License Number 1068228** that performs certain construction, building, and installation services as set forth in the Statement of Work defined below.

WHEREAS, the Customer is the owner and/or operator of real property located at 4061 N Blackstone Ave, FRESNO, CA 93726, and 6730 N Blackstone Ave, FRESNO, CA 93710 and seeks to purchase Electric Vehicle Supply Equipment and Electrical Equipment as described in the Agreement, and the Statement of Work attached hereto, to be installed on Customer’s real property and serviced as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged by the parties to this Agreement, the parties hereby agree as follows:

1. Definitions.

- 1.1. “Statement of Work” or “SOW” means the Scope of Work to be performed by Contractor and the services, EVSE, and/or Electrical Equipment to be provided by ZIS.
- 1.2. Electric Vehicle Supply Equipment “EVSE” refers to the electric vehicle charging hardware which are being provided, installed, and serviced, at the Installation Site.
- 1.3. “Electrical Equipment” is the transformer(s) and electrical panel(s); switches, breakers and electrical components needed to enable the EVSE functioning, provided and installed under the terms of this Agreement.
- 1.4. “Installation” refers to the Contractor’s actual labor and construction involved in affixing the EVSE and the Electrical Equipment at the Installation Site and connecting it to existing infrastructure and rendering functional according to the Statement of Work.
- 1.5. “Installation Site” refers to the physical location where the equipment and services provided within this Agreement will be permanently installed as specified in the SOW.

- 1.6. "EVSE Manufacturer Warranty" is the charging hardware manufacturer warranty which is issued for each charger and is assigned to Customer.
- 1.7. "EVSE Extended Service Plan" is the maintenance and servicing plan that extends for 5 years and offers added protection and support for EVSE and is included in the SOW
- 1.8. "Cloud Services" are a set of mandatory services provided remotely by ZIS through a third-party licensed platform, which are required for the functioning of the EVSE.
- 1.9. "California Electric Vehicle Infrastructure Project (CALeVIP) Rebate" is the California State rebate program offered to fund costs associated with herein EVSE initiative and used to pay for customer costs incurred in this Agreement
- 1.10. "Reporting Rights" means the right to report and register the exclusive ownership of the Environmental Attributes in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer's discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and any voluntary, international, or foreign emissions trading program.
- 1.11. "Environmental Attributes" means all aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by a Generation Facility, other than the energy produced, embodied in the Product REC pursuant to, and in compliance with, the Applicable Standard, and includes all the environmental, power source, and emission characteristics, credits, allowances, reductions, offsets, and benefits associated with the generation of electricity from a Generation Facility and its displacement of generation from non-renewable energy resources, and any avoided emissions of carbon dioxide, methane, and other greenhouse gases, but does not include, unless specifically required for compliance with the Applicable Standard (i) any avoided emissions of nitrogen oxides (NOx) during enforcement seasons for states participating in the Environmental Protection Agency's NOx Budget Trading Program, (ii) production tax credits and investment tax credits associated with the Generation Facility, (iii) any liabilities, including adverse wildlife or environmental impacts or, (iv) unless the Parties have expressly agreed otherwise, tradable emission allowances or other entitlements to produce emissions issued by a governmental authority and allocated to the Generation Facility on a basis other than actual generation of avoided emissions associated with the generation of electricity by the Generation Facility.
- 1.12. "Effective Date" is the date of written customer Approval of the Statement of Work to be completed once the Rebate Funds are approved by state program.

2. Installation.

- 2.1. ZIS agrees to furnish the EVSE and Electrical Equipment, which will be installed by Contractor as described in the SOW in accordance with the specifications and installation methodology set forth therein. In addition, Contractor shall be responsible for the work specified in the drawings and specifications outlined in the SOW.
- 2.2. **SOW Completion.** ZIS and Contractor shall complete the Statement of Work within 60 (sixty) days of the Funds Approval email sent by the CALeVIP program administrators and Customer shall spare no effort in facilitating that completion.

- 2.3. **Approvals, Certificates, Permits and Licenses.** Contractor shall, with the reasonable assistance of Customer, secure all design, engineering, construction and installation and operating approvals, certificates and permits that may be required for the proper execution and completion of the work.
- 2.4. **Time of Performance.** Unless otherwise provided in writing, Contractor agrees to install the EVSE along with the Electrical Equipment in accordance with the dates set forth in the SOW. Customer acknowledges that the rebates, as described in section 2.4 herein, expire within twelve (12) months of their issuance. Therefore, Customer must provide access to the Installation Site and allow Contractor to begin and finish work on the Installation during such twelve (12) month period.
- 2.5. **Rebate as Form of Payment.** Customer agrees to authorize ZIS to apply and obtain a California Electric Vehicle Infrastructure Project (CALeVIP) Rebate [**F-00073 and F-00074**] on behalf of the Customer's organization wherein ZIS and Contractor agree to accept these Rebates(s) as a form of payment. Customer agrees to sign rebate form sent upon rebate approval as Schedule B within 10 days of approval. The rebate amount shall be deducted from the total amount of monies due under the Statement of Work SOW.
- 2.6. **Assignment of Rebate.** In consideration for services contemplated under this Agreement, and as further embodied in the SOW to be attached as Schedule A within 60 (Sixty) days of approval and reservation of the rebate amount, Customer hereby assigns all right, title, interest, and benefit in the Rebate Applications, rebates, discounts, credits, and any and all monies therefrom to ZIS. Accordingly, ZIS hereby assumes all of Customer's interests, rights, duties and obligations in the Rebate Applications and processing therewith. In the event the Rebate Applications or rebates therefrom are rejected, or partially unpaid for any reason whatsoever, the Customer remains fully responsible and obligated to pay the entire balance due as set forth in the SOW. If for any reason CALeVIP submits the rebates directly to Customer or in Customer's name alone, Customer will transfer and endorse any rebate payment to ZIS within seven (7) days of receipt. If Customer is unable to sign over the Rebate Check to ZIS within 7 days, Customer shall issue a check or payment to ZIS for the amount of the rebate check. Customer shall provide all necessary documents and signatures as necessary, to facilitate this assignment.
- 2.7. **Equipment Title and Warranty.** Title and warranty to the EVSE and Electrical Equipment shall pass to Customer upon receipt of rebate payment by ZIS, unless the rebate does not cover the full amount of the cost, in which case title and warranty shall pass upon receipt of the full payment.
- 2.8. **Changes in Specifications.** Customer, by a writing signed by Customer and sent to ZIS and/or Contractor, shall have the right at any time to make changes in the specifications of any goods, materials, and/or services covered by this Agreement, or the place of inspection, or acceptance. Upon receipt of any such notice, ZIS and/or Contractor shall proceed promptly to make such changes in accordance with the terms of such notice. Contractor shall deliver to Customer, within ten (10) days of receipt of Customer's change notice, a statement showing the effect of any such change in the cost of, and/or the time required for performance of this Agreement. Customer's

failure to object to provisions contained in any communication from ZIS and/or Contractor shall be deemed an acceptance of such provisions. ZIS and/or Contractor has the right to make substitutions and modifications in the specifications of the hardware sold, provided that such substitutions or modifications will not materially affect overall product performance.

- 2.9. **Excusable Delays.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 2.10. **Subcontracts and Subcontractors.** Contractor may hire or engage one or more subcontractors to perform any or all its obligations under this Agreement and respective SOW; provided, however, that Contractor shall in all cases remain primarily responsible for all its obligations.
- 2.11. **Insurance.** Contractor shall not commence work under this Contract until it has obtained all insurances required as hereinafter.
- 2.12. **Meetings and Reports.** Contractor, and relevant subcontractors if necessary and if requested by Customer, shall schedule and attend regular progress meetings with Customer for the purpose of reviewing progress of the work.
- 2.13. **Software and Proprietary Rights.** All software supplied is proprietary to ZIS and/or its licensors. Use of the software is subject to the terms of the applicable end user agreement.
- 2.14. **Limitation of Liability.** Neither ZIS, Contractor, nor its suppliers will be liable for any loss, damages or penalties resulting from delay in delivery when such delay is due to causes beyond the reasonable control of ZIS and/or Contractor, including but not limited to supplier delay, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. ZIS, CONTRACTOR, AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR SALE WILL BE LIMITED TO THE REFUND OF THE HARDWARE PURCHASE PRICE. IN NO EVENT WILL ZIS, CONTRACTOR, OR ITS SUPPLIERS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE HARDWARE BY CUSTOMER OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT) WHETHER OR NOT ZIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST CUSTOMER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
3. **Cloud Services.** Customer hereby grants ZIS and any third- party platforms that ZIS is licensing the right to operate one or more EVSE units on each Installation Site referenced in the SOW during the term of this Agreement.
4. **Environmental Attributes.** The Customer agrees to transfer and allocate, without limitation, any and all Reporting Rights to ZIS with respect to obtaining and securing

Environmental Attributes. Accordingly, all Environmental Attributes shall remain the sole property of ZIS. These Environmental Attributes are hereinafter referred to as “Activity Credits” and include without limitation, renewable identification numbers under the federal Renewable Fuel Standard, greenhouse gas emission reduction credits and allowances (whether direct or indirect), emission units or attributes, renewable energy attributes, renewable energy certificates or RECs, “green tags,” other environmental attributes, and include other incentives that arise whether such attributes are identified by federal, state or local law, by voluntary or other exchanges or registries. The Parties agree to the following terms regarding Activity Credits:

- 4.1. Customer transfers all Activity Credits to ZIS;
- 4.2. Customer agrees that Customer will not register any Activity Credit with any federal, state, local or other registry or exchange;
- 4.3. ZIS is authorized to use, trade, or sell Activity Credits for its sole benefit;
- 4.4. Customer shall reasonably cooperate by assisting ZIS in obtaining the value of any Activity Credits that are available;
- 4.5. In the event that the program rules or regulations authorizing Activity Credits require direct Customer participation in the relevant market, Customer shall participate as necessary and ZIS shall provide assistance to the full degree authorized by the rules and regulation;
- 4.6. Net revenue generated from Activity Credits will be solely the property of ZIS. Moreover, ZIS will cover all costs to generate Activity Credits; and
- 4.7. ZIS shall not be entitled to generate any Activity Credits in contravention of the Fuel Program(s).

5. Representations and Warranties

- 5.1. Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement and that the person signing this Agreement on its behalf has been properly authorized to enter this Agreement.
- 5.2. ZIS and Contractor represent and warrant that:
 - 5.2.1. The performance of its obligations and delivery of the services to Customer and end users will not violate any applicable laws or regulations;
 - 5.2.2. It has sufficient right and authority to grant to Customer all rights that ZIS and/or Contractor grant under this Agreement;
 - 5.2.3. It will perform the services in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof; and
 - 5.2.4. It will comply at all times with all applicable laws and regulations related to the provision of the services.
- 5.3. Customer acknowledges that ZIS is not a contractor, and that all work to be performed with respect to any construction, building, and installation of the EVSE and Electrical Equipment, as described herein and the SOW attached hereto, will be performed by Contractor. ZIS DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONTRACTOR’S MATERIALS, SERVICES, AND WORKMANSHIP PROVIDED BY THE CONTRACTOR AS PER THIS AGREEMENT AND THE SOW ATTACHED HERETO. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY EXPRESS OR IMPLIED WARRANTIES FROM ZIS AS TO CONTRACTOR’S MATERIALS, SERVICES, AND

WORKMANSHIP PROVIDED BY THE CONTRACTOR AS PER THIS AGREEMENT AND THE SOW ATTACHED HERETO.

- 5.4. FURTHERMORE, CONTRACTOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO ZIS'S SERVICES, EVSE, AND/OR ELECTRICAL EQUIPMENT PROVIDED BY ZIS AS PER THIS AGREEMENT AND SOW. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY EXPRESS OR IMPLIED WARRANTIES FROM CONTRACTOR AS TO THE SERVICES, EVSE, AND/OR ELECTRICAL EQUIPMENT PROVIDED BY ZIS PER THIS AGREEMENT AND SOW.
- 5.5. EXCEPT FOR ANY WARRANTY SPECIFICALLY IDENTIFIED AS AN EXPRESS WARRANTY IN THIS AGREEMENT, ZIS AND CONTRACTOR MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY SERVICES, PRODUCTS, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS OR INFORMATION PROVIDED, WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT FOR ANY WARRANTY SPECIFICALLY IDENTIFIED AS AN EXPRESS WARRANTY, CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO OTHER REPRESENTATIONS OR WARRANTIES AND THAT NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF ITS BARGAIN HEREUNDER.
- 6. Confidentiality.** Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party's business, plans, technology, and products, and other information held in confidence by the other Party ("Confidential Information"). Confidential Information will include all information whether in tangible or intangible form, whether or not marked or designated as confidential. Each Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party any of the other Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.
- 6.1. **Exceptions:** Information will not be deemed Confidential Information hereunder if such information:
- 6.1.1. Is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party;
 - 6.1.2. Becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party;
 - 6.1.3. Becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party;
 - 6.1.4. Or is independently developed by the receiving Party without the use of Confidential Information received from the disclosing Party.

- 7. Trademarks.** Subject to the terms and conditions of this agreement, Customer grants ZIS and Contractor a non-exclusive, non-transferable license for the term of this agreement to use its name in ZIS's or Contractor's marketing of services.
- 8. Default; Remedies:** ZIS and/or Contractor may terminate this Agreement at any time due to Customer's breach of this Agreement without further recourse to Customer. The occurrence of any one or more of the following events of default constitutes a breach of this Agreement by Customer:
- 8.1. If Customer defaults in the payment of any amounts due and such default continues after Contractor has given Customer notice
- 8.2. Any Party may terminate immediately if ZIS and/or Contractor estimates the total cost of everything contemplated under this Agreement is higher than the rebate amount.
- 8.3. If Customer, whether by action or inaction, is in default of any of its obligations under this Agreement (other than a default in the payment of any amounts due) and such default continues and is not remedied within 30 days after ZIS or Contractor has given Customer a notice specifying the same, or, in the case of a default that can be cured but not within a period of 30 days, if Customer has not (1) commenced curing such default within such 30-day period, (2) notified ZIS or Contractor of the Customer's intention to cure the default, or (3) continuously and diligently completed the cure of the default.
- 8.4. If ZIS and/or Contractor, whether by action or inaction, is in default of any of its obligations under this Agreement, Contractor shall have the same right to notice and an opportunity to cure the default as Customer does in Section 8.3.
- 9. Arbitration.** Any dispute arising out of or relating to this Agreement must be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The arbitration shall be held in English and the place of arbitration shall be California. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the American Arbitration Association.

10. Miscellaneous.

- 10.1. **Notices and Demands.** All notices, demands, consents, approvals and other communications which are required or desired to be given by any party to another hereunder will be through email and/or USPS certified mail:

	ZIS / ZIB	Customer
Address	3100 Airway Ave #127	4061 N BLACKSTONE AVE
City, State, Zip code	Costa Mesa, CA 92626	FRESNO CA 93726
Responsible Person	Spiro Azkoul	Nick Patel
Email	clients@zi.solutions	nick@holidaymanagementinc.com
Phone Number	818-877-77871	559-213-7189

- 10.2. **Prior Agreements.** This document is the entire, final and complete agreement of the Parties pertaining to the subject matter of this Agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the Parties or their agents concerning this subject.



- 10.3. **Applicable Law and Severance.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the principles of conflicts of law. If any clause or provision of this Agreement is determined by law to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement will not be affected thereby.
- 10.4. **Waiver.** The failure of any party at any time to require performance of this Agreement, will in no way affect his right hereunder to enforce the same, nor will any waiver of any succeeding breach of such provision, act as a waiver of the provision itself.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ZERO IMPACT SOLUTIONS,

a California corporation

DocuSigned by:  3/29/2022
 By: _____
DC59243C812D400...
 Spiro Azkoul
 Its: Chief Executive Officer

ZERO IMPACT BUILDERS,

a California corporation

DocuSigned by:  3/29/2022
 By: _____
DC59243C812D400...
 Spiro Azkoul
 Its: Chief Executive Officer

CUSTOMER,

a California corporation

DocuSigned by:  3/29/2022
 By: _____
8B9A808CCE47420...
 Nick Patel
 Its: Representative

KUSH HOSPITALITY INC EV CHARGER DEPLOYMENT SCOPE OF WORK



3100 AIRWAY AVE. #127
COSTA MESA, CA 92626

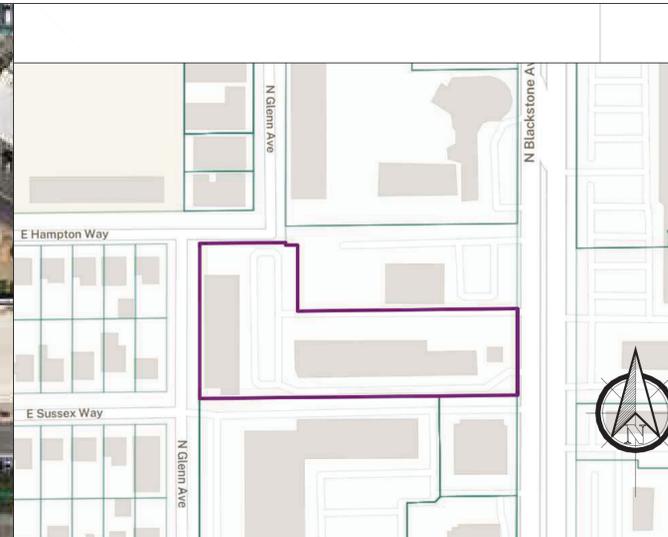
**4061 N BLACKSTONE AVE.
FRESNO, CA 93726**

APPL. NO. P22-04211 EXHIBIT A-1 DATE 10/28/2022
 Digitally signed by STEVENEM
 DN: E=StevenEMartinez@fresno.gov,
 CN=STEVENEM, OU=Users,
 OU=PlanDev, O=CITY OF FRESNO DEPARTMENTS,
 DC=fresno, DC=gov
 Reason: I am approving this document
 Date: 2022.10.28 15:30:58-0700
STEVENEM
 APPROVED BY
 CITY OF FRESNO DARM DEPT

PROJECT SITE MAP



VICINITY MAP



NOTE:
EXISTING SITE MAP IS SHOWN FOR REFERENCE ONLY.

BUILDING CODES

- CBC 2019 – CALIFORNIA BUILDING CODE
- CMC 2019 – CALIFORNIA MECHANICAL CODE
- CPC 2019 – CALIFORNIA PLUMBING CODE
- CEC 2019 – CALIFORNIA ELECTRICAL CODE
- CFC 2019 – CALIFORNIA FIRE CODE
- CALIFORNIA ENERGY CODE PART 6 2019
- CALIFORNIA GREEN CODE 2019

PROJECT DATA

PROJECT ADDRESS:	4061 N BLACKSTONE AVE, FRESNO, CA 93726
OWNER'S ADDRESS:	4061 N BLACKSTONE AVE, FRESNO, CA 93726
ASSESSOR'S PARCEL NO.	43414306

SCOPE OF WORK

- INSTALL (4) LEVEL 3 CHARGERS
 - (1) VAN ACCESSIBLE EVCS
 - (3) STANDARD EVCS
- INSTALL (1) 400A SWITCHGEAR
- NO MECHANICAL WORK

SHEET INDEX

1	TITLE SHEET
2	GENERAL NOTES
3	SITE PLAN
4	DETAILS
5	FOUNDATION & ANCHOR DETAILS
6	SINGLE LINE DIAGRAM & LOAD SCHEDULE
9	TELLUS SPEC SHEETS

RESPONSIBLE CONTRACTOR

Zero Impact Builders DBA
 Zero Impact Electrical
 3100 Airway Ave.
 Costa Mesa, CA 92626
 (657)247-0000
 Classification : C-12
 Ex. Date : 06/31/2022
 Signature _____
 Date : _____



PROJECT DATA

4061 N Blackstone Ave.
 Fresno, CA 93726
 PROJECT ADDRESS:
 OWNERS ADDRESS:
 ASSESSOR'S PARCEL NO.: 43414306

DATE	REVISION / ISSUE

DRAWN: J.A.S.
 CHECKED: S.A.
 DATE: 7/25/2022

PROJECT: (F-00073) Kush Hospitality Inc
 PHASE: 1ST SUBMISSION
 SCALE: AS INDICATED
 DRAWING TITLE:

TITLE SHEET

SHEET NO.:

GENERAL NOTES

- IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWINGS, SPECIFICATIONS, OR SCOPE OF WORK SUMMARY IN THIS PACKAGE, NOTIFY HEADY DESIGN IMMEDIATELY
- THE CONTRACTOR IS RESPONSIBLE TO SEE THAT WORK IN FIELD IS DONE IN ACCORDANCE WITH ALL CURRENT APPLICABLE NATIONAL, STATE & LOCAL CODES, ORDINANCES & REQUIREMENTS BY GOVERNING AGENCIES. WHETHER OR NOT SAID CODES, ORDINANCES REQUIREMENTS, ETC. ARE SPECIFICALLY SHOWN ON DRAWINGS AND/OR CALLED FOR IN SPECIFICATIONS.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING ITEMS AND FACILITIES TO REMAIN THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEMS AND FACILITIES TO REMAIN THAT ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS, TO THE SATISFACTION OF ZERO IMPACT SOLUTIONS.
- UNLESS DELIVERY IS BY OWNER TO THE JOB SITE, CONTRACTOR SHALL DELIVER SUCH EQUIPMENT, DAMAGE-FREE TO THE JOB SITE.
- PRIOR TO EXCAVATION, DETERMINE AND VERIFY LOCATION OF UTILITY SERVICES IN ALL AREAS TO BE EXCAVATED.
- THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT LAWS, CODES, REGULATIONS, CBC, GOVERNING AGENCIES & MANUFACTURER'S SPECIFICATIONS, UNLESS GREATER REQUIREMENTS ARE INDICATED, AND/OR ARE NECESSARY FOR THE SAFETY OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING JURISDICTIONS AS REQUIRED FOR INSPECTIONS.
- THE CONTRACTOR SHALL PROVIDE ZERO IMPACT SOLUTIONS WITH A CONSTRUCTION SCHEDULE PRIOR TO STARTING THE WORK. A QUALIFIED JOB SUPERINTENDENT THROUGHOUT THE WORK, PHOTOS SHOWING, ELECTRICAL TRENCHES PRIOR TO BACKFILL, AND RECORD DRAWINGS OF ALL UNDERGROUND CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE BARRICADES AND SAFETY SIGNS PER OSHA REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR OVERALL CONSTRUCTION SITE CLEANLINESS, INCLUDING PROVISION OF A DEBRIS BOX WITH WEEKLY SERVICING, REMOVAL OF ALL CONTRACTOR/SUBCONTRACTOR REFUSE AND DEBRIS, AND SWEEPING OF THE ENTIRE YARD AREA AT THE COMPLETION OF THE WORK
- UNLESS STATED OTHERWISE IN THE SCOPE OF WORK SUMMARY, ALL OTHER PROCEDURES, TESTING, MATERIALS AND EQUIPMENT SHOWN ON THE PLANS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- DRAWINGS SHOULD NOT BE SCALED. N.T.S. INDICATES "NOT TO SCALE" AND THE LISTED DIMENSION SHALL GOVERN.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE WORK OF OTHER TRADES CAUSED BY HIS OPERATIONS. THE NATURE OF SUCH REPAIR WORK MUST RECEIVE THE PRIOR APPROVAL OF THE OWNER.
- CONSTRUCTION MATERIAL, ASSEMBLIES AND PROCEDURES ARE TO LOCALLY ADOPTED BUILDING CODES AND SUPPLEMENTARY ORDINANCES. WHEN A CONFLICT OCCURS BETWEEN SUCH LOCAL CODE AND INFORMATION SHOWN ON THE PLANS, CONSULT ZERO IMPACT SOLUTIONS FOR RESOLUTION PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL NOTIFY ZERO IMPACT SOLUTIONS IF SITE CONDITIONS OR DIMENSIONS DISAGREE WITH INFORMATION SHOWN ON THE DRAWINGS. WORK IS NOT TO PROCEED UNTIL SUCH DIFFERENCES ARE RESOLVED.
- DO NOT USE THE BUILDING PERMIT SET FOR CONSTRUCTION OR FIELD REFERENCE. THE PERMIT SET GENERALLY LACKS CERTAIN DRAWINGS AND SPECIFICATIONS, WHICH ARE IN THE BID AND CONSTRUCTION SETS IN ADDITION TO REVISIONS MADE AFTER THE PERMIT PROCESS. FOR CONSTRUCTION AND FIELD REFERENCE, CONTRACTOR SHALL USE ONLY THE SET, WHICH IS CLEARLY SIGNED AND DATED "ISSUED FOR CONSTRUCTION". THE APPROVED PERMIT SET SHALL BE KEPT ON SITE.

GENERAL DEMOLITION

- THE FOLLOWING ARE MINIMUM REQUIREMENTS AND SHALL GOVERN EXCEPT THAT ALL FEDERAL, LOCAL AND/OR STATE CODES AND ORDINANCES SHALL GOVERN WHEN THEIR REQUIREMENTS ARE IN EXCESS HEREOF.
- THIS DEMOLITION PLAN IS FOR REFERENCE ONLY AND MAY NOT REFLECT ALL EXISTING FACILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND FAMILIARIZE THEMSELVES WITH THE SITE CONDITIONS AND TO ASCERTAIN THE EXISTENCE OF ALL ABOVE-GROUND AND UNDER-GROUND FACILITIES. ALL ON-SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:
 - REMOVAL OF PORTION EXISTING BUILDING STRUCTURES AS NOTED. REMOVAL OF ALL EXISTING BUILDING UTILITIES TO THE LIMITS OF DEMOLITION. UTILITIES SHALL BE CUT AND PLUGGED OR CAPPED. UTILITIES GREATER THAN 3" IN DIAMETER SHALL BE PLUGGED AND MORTARED IN SUCH A MANNER THAT THE PLUG CAN BE REMOVED AT A LATER DATE IF NECESSARY.
- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO DISCONTINUE ANY LIVE SERVICE.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, BONDS, LICENSES, ETC., REQUIRED BY THE GOVERNING AGENCY FOR THE CLEARING AND DEMOLITION.
 - DURING DEMOLITION AND CLEARING OPERATIONS, ALL DEBRIS, FROM THE STRUCTURES WILL BE CONSIDERED "WASTE" AND SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.
 - ALL "WASTE" SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
 - DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON SITE. NO DEBRIS SHALL BE BURNED OR BURIED ON SITE AS A MEANS OF DISPOSAL.
- MATERIAL DESIGNATED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND ANY SALVAGE VALUE THERE FROM WILL ACCRUE TO THE CONTRACTOR.
- DURING THE ENTIRE COURSE OF OPERATIONS, ALL EXISTING DRAINAGE WAYS, BOTH INTO AND FROM THE PROJECT AREA SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION.
- THE CONTRACTOR SHALL VISIT THE SITE SO THAT A FULL UNDERSTANDING OF THE DIFFICULTIES AND RESTRICTIONS ATTENDING EXECUTION OF THE CONTRACT ARE MADE. VERIFY THE LOCATION OF ALL PERTINENT ITEMS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR FAILURE TO BE SO INFORMED.
- ANY DAMAGE DONE BY THE CONTRACTOR TO EXISTING PIPE LINES, UTILITIES, ETC., SHALL BE REPAIRED BY HIM AND AT HIS EXPENSE IN A MANNER ACCEPTABLE TO THE OWNER OF THE DAMAGED PROPERTY. HE SHALL REPORT ANY EXISTING DAMAGE PRIOR TO HIS BEGINNING WORK.
- NOISE PRODUCING ACTIVITIES SHALL BE HELD TO A MINIMUM. INTERNAL COMBUSTION ENGINES AND COMPRESSORS, ETC., SHALL BE EQUIPPED WITH MUFFLERS TO REDUCE NOISE. COMPLY WITH ALL NOISE ABATEMENT ORDINANCES AND WORKING HOUR RESTRICTIONS OF THE CITY AGENCY.
- THE CONTRACTOR SHALL KEEP ALL AREAS WITHIN THE CONSTRUCTION AREA SUFFICIENTLY DAMPENED TO PREVENT DUST FROM RISING DUE TO CONSTRUCTION. COMPLY WITH ALL ANTI-POLLUTION ORDINANCES. THE CONTRACTOR SHALL SEE TO IT THAT TRUCKS LEAVING THE SITE SHALL DO SO IN SUCH A MANNER THAT MUD, EARTH, AND DEBRIS WILL NOT BE DEPOSITED ON ADJACENT STREET PAVEMENTS. ANY MUD, EARTH, AND DEBRIS DEPOSITED ON STREET PAVEMENTS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH-OFF OF SOILS FROM THE SITE INTO STREAMS AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. LOCAL, STATE, AND FEDERAL ORDINANCES SHALL BE COMPLIED WITH IN THEIR ENTIRETY
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRAFFIC CONTROL, AND SECURITY. THE CONTRACTOR SHALL PLACE WARNING SIGNS TO PROVIDE ADEQUATE WARNING OF HAZARDS UNTIL THE HAZARDS NO LONGER EXIST. THE CONTRACTOR SHALL PROVIDE GUARD RAILS, FENCES OR OTHER BARRICADES AND WARNING LIGHTS, TO PATHS, WALKWAYS, SIDEWALKS, DRIVEWAY, AND OTHER PEDESTRIAN OR VEHICLE THOROUGHFARES. ADEQUATE BARRIERS FOR PHYSICAL PROTECTION SHALL BE PROVIDED AT ALL REMOTELY LOCATED EXCAVATIONS.

ACCESSIBLE EVCS

- ADA STALLS SHALL HAVE GREEN STRIPING, GREEN I.S.A. SIGN AND THE LETTERS "EV CHARGING ONLY" IN GREEN.
- THE ACCESS AISLE SHALL HAVE A GREEN BORDER WITH GREEN STRIPES.
- STANDARD STALLS SHALL HAVE GREEN STRIPING WITH THE LETTERS "EV CHARGING ONLY" IN GREEN.

VAN ACCESSIBLE EVCS

WIDTH = 12'-0" MIN.
 LENGTH = 18'-0" MIN.
 SURFACE SLOPE = 2% MAX. IN ALL DIRECTIONS
 STRIPING: 4"W GREEN STRIPING
 LETTERING: 12"H MIN., GREEN LETTERING
 ACCESS AISLE: PASSENGER SIDE, MARKINGS REQUIRED
 ISA SIGN: IF 5-25 EVCS, IDENTIFY (1), 26+ IDENTIFY ALL

STANDARD ACCESSIBLE EVCS

WIDTH = 9'-0" MIN.
 LENGTH = 18'-0" MIN.
 SURFACE SLOPE = 2% MAX. IN ALL DIRECTIONS
 STRIPING: 4"W GREEN STRIPING
 LETTERING: 12"H MIN., GREEN LETTERING
 ACCESS AISLE: ON EITHER SIDE, MARKINGS REQUIRED
 ISA SIGN: IF 26+, IDENTIFY ALL

ACCESS AISLE

WIDTH = 5'-0" MIN.
 LENGTH = 18'-0" MIN.
 SURFACE SLOPE = 2% MAX. IN ALL DIRECTIONS
 BORDER: 4"W WHITE STRIPING
 HATCHING: 4"W, WHITE HATCHED LINES AT 3' MAX. ON CENTER
 LETTERING: 12"H MIN., WHITE LETTERING, "NO PARKING"

TOTAL NUMBER OF EVCS AT A FACILITY	MINIMUM NUMBER (BY TYPE OF EVCS REQUIRED TO COMPLY WITH SECTION 11B-812: VAN ACCESSIBLE	MINIMUM NUMBER (BY TYPE OF EVCS REQUIRED TO COMPLY WITH SECTION 11B-812: STANDARD ACCESSIBLE	MINIMUM NUMBER (BY TYPE OF EVCS REQUIRED TO COMPLY WITH SECTION 11B-812: AMBULATORY
1 TO 4	1	0	0
5 TO 25	1	1	0
26 TO 50	1	1	1
51 TO 75	1	2	2
76 TO 100	1	3	3
101 AND OVER	1, PLUS 1 FOR EACH 200, OR FRACTION THEREOF, OVER 100	3, PLUS 1 FOR EACH 60, OR FRACTION THEREOF, OVER 100	3, PLUS 1 FOR EACH 50, OR FRACTION THEREOF, OVER 100

ASSEMBLY BILL NO. 1236

NOTE TO AUTHORITY HAVING JURISDICTION: THIS PROJECT IS BEING SUBMITTED TO THE AHJ UNDER THE GUIDELINES OF ASSEMBLY BILL NO. 1236 CHAPTER 598; APPROVED BY THE CA GOVERNOR OCTOBER 08, 2015. FILED WITH SECRETARY OF STATE OCTOBER 08, 2015.

DETAILS OF THE BILL CAN BE FOUND ON THE FOLLOWING LINK:
https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201502160AB1236

CITY OF FRESNO NOTES

- ANY SURVEY MONUMENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE PRESERVED OR RESET BY A PERSON LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA.
- REPAIR ALL DAMAGED AND/OR OFF-GRADE CONCRETE STREET IMPROVEMENTS AS DETERMINED BY THE CONSTRUCTION MANAGEMENT ENGINEER PRIOR TO OCCUPANCY.
- TWO WORKING DAYS BEFORE COMMENCING EXCAVATION OPERATIONS WITHIN THE STREET RIGHT-OF-WAY AND/OR UTILITY EASEMENTS, ALL EXISTING UNDERGROUND FACILITIES SHALL HAVE BEEN LOCATED BY UNDERGROUND SERVICES ALERT (USA). CALL 1-800-642-2444

SAFETY AND WORKMANSHIP

- CALL 811 (UNDERGROUND SERVICE ALERT) 48 HOURS PRIOR FOR EXCAVATION FOR UNDERGROUND UTILITY LOCATION MARKING.
- 48 HOUR NOTICE REQUIRED FOR UNDERGROUND INSPECTION.
- MATERIALS AND WORKMANSHIP SHALL BE FIRST QUALITY IN EVERY RESPECT, PLUMB AND TRUE, AND ACCORDING TO THE SPECIFIC REQUIREMENTS OF THE DRAWINGS AND THE ABOVE APPLICABLE NOTES AND SPECIFICATIONS.

CLEARANCE REQUIREMENTS

- MAXIMUM OF 2% SLOPE FREE AND CLEAR OF BUILDINGS, BUSHES, TREES, PLANTS, SIDEWALKS, AND CURBS.
- 8 FT MINIMUM CLEARANCE CAN NOT OVERLAP WITH PARKING STALL. THIS DISTANCE SHALL ALWAYS BE CLEAR (CALIFORNIA CODE OF REGULATIONS, TITLE 8).
- SWITCHGEAR REQUIRES MINIMUM 8 FEET OF CLEARANCE ON BOTH SIDES OF THE SWITCH (CALIFORNIA CODE OF REGULATIONS, TITLE 8).
- NO CARPORTS ARE ALLOWED OVER ANY EQUIPMENT.
- SUITABLE SPACE SHALL BE PROVIDED AND MAINTAINED NEAR ELECTRICAL EQUIPMENT TO PERMIT READY AND SAFE OPERATION AND ALLOW ROOM FOR MAINTENANCE. THE WORKSPACE SHALL BE ADEQUATE TO PERMIT A 90 DEGREE OPENING OF DOORS OR HINGED PANELS
- BOLLARDS SHALL BE PLACED FOR PROTECTION OF ELECTRICAL EQUIPMENT.
- A MINIMUM VERTICAL CLEARANCE OF 14' SHALL BE MAINTAINED FROM THE STREET TO THE EQUIPMENT PAD.
- EQUIPMENT PADS SHALL BE PLACED AT LEAST 10' RADIALLY FROM ALL FIRE ESCAPES AND DOORS (INCLUDING GARAGE DOORS, WINDOWS, AIR INTAKES, AIR EXHAUST VENTS).



3100 AIRWAY AVE. #127
 COSTA MESA, CA 92626

RESPONSIBLE CONTRACTOR

Classification : C-10
 License No. : 06931202
 Ex. Date :
 Zero Impact Builders DBA
 Zero Impact Electrical
 3100 Airway Ave. #127
 Costa Mesa, CA 92626
 (657)247-0000

Signature



CONDUIT, TRENCHING AND BACKFILL

- ALL DIMENSIONS AND LOCATIONS ARE ESTIMATED APPROXIMATE AND MAY BE SUPERSEDED BY A JOINT TRENCH DRAWING. REFER TO THE JOINT TRENCH COMPOSITE DRAWING FOR EXACT TRENCH LOCATION.
- ELECTRIC CONDUITS REQUIRE 12" MIN. RADIAL SEPARATION WHEN PARALLELING OTHER UTILITIES. ALL CONDUITS TO BE CONCRETE ENCASED REQUIRE THE USE OF SPACERS.
- TRENCH BOTTOM SHALL HAVE 90% COMPACTION AND CONSIST OF UNDISTURBED EARTH
- ELECTRICAL CONDUITS SHALL BE PLACED 3" MIN FROM TRENCH WALLS
- SHADE TOP OF ENCASEMENT WITH 3" OF SELECT BACKFILL
- 60 INCH MAXIMUM TRENCH DEPTH ALLOWED
- FIELD CONDITIONS MAY REQUIRE ALTERNATE TELECOMMUNICATION LOCATION
- BOX, PAD, AND CONDUIT SIZES AND LOCATIONS SHALL CONFORM TO THE ELECTRIC CONSTRUCTION DRAWING PROVIDED BY THE UTILITY COMPANY.
- PROVIDE LONG CONDUIT SWEEPS WHERE INDICATED. RECOMMENDED SWEEP RADIUS (10' OF RADIUS PER INCH OF CONDUIT DIAMETER) EXAMPLE 4" CONDUIT = 40' RADIUS.
- DO NOT EXCEED 300 DEGREES OF BENDS IN ANY CONDUIT RUN. (INCLUDING FEED LOCATION). NOTE: SECONDARY AND SERVICE RUNS OF 200' OR LESS MAY HAVE UP TO 315 DEGREES OF BENDS (REF. PGE DOC)
- MANUFACTURED BENDS OR APPLICATION OF HEAT SHALL NOT BE USED TO OBTAIN LONG CONDUIT SWEEPS
- ALL CONDUITS SHALL BE PROVEN AND A POLYESTER PULLING TAPE INSTALLED.
- MANUFACTURED BENDS OR APPLICATION OF HEAT SHALL NOT BE USED OBTAIN LONG CONDUIT SWEEPS.
- IDENTIFY ENDS OF BURIED CONDUIT WITH AN ELECTRONIC MARKER AND A VERTICAL CONDUIT SCRAP INSTALLED FROM RIGID CAP TO GROUND LEVEL.
- CONDUITS ENTERING PRIMARY BOXES SHALL BE AT A RIGHT ANGLE TO THE WINDOW OR WALL.
- STUB CONDUITS AT RISER POLES IN QUADRANTS AS SHOWN. AT IDENTIFIES POLE LOCATIONS, THE TRENCHING AGENT IS TO EXCAVATE TO TRENCH DEPTH AND INSTALL A 30" DIAMETER CARDBOARD TUBE. THE RISER CONDUIT BEND IS TO BE PLACED OUTSIDE AND ADJACENT TO THE TUBE AT THE POLE QUADRANT INDICATED. BACKFILL AROUND AND INSIDE TUBE WITH CLEAN NATIVE FILL.
- LSL2 STREET LIGHT CONDUIT GOING TO [UTILITY CO.] BOXES OR PEDESTALS NOT DESIGNATED AT P.O.S. (INCLUDING TRANSFORMERS) WILL NOT BE ACCEPTED OR CONNECTED.
- ONLY ONE LS2 STREET LIGHT (P.O.S.) CONNECTION PER BOX OR PEDESTAL.

PROTECTIVE BARRIER SPECIFICATIONS

- STANDARD WHEEL STOPS**
 LENGTH: 5'-0"
 WIDTH: 8"
 ANCHOR PINS: USE #4 REBAR,
 NO. PINS: 2
 PIN LENGTH: 14"
 PIN SPACING: 8" FROM EDGE
 REFER TO WHEEL STOP DETAIL ON SHEET 5
- BOLLARD COVERS**
 INNER DIAMETER: 4-1/2"
 LENGTH: 52"
 COLOR: YELLOW
 THICKNESS: 1/4"
 REFER TO BOLLARD DETAIL ON SHEET 5

CONSTRUCTION NOTES

- ALL USED ELECTRONIC VEHICLE CHARGING STATIONS MUST BE STRUCTURALLY ANCHORED AS REQUIRED BY 2019 CBC.
- ALL ELECTRICAL WIRING MUST BE IN EMT CONDUIT AS REQUIRED BY 2019 NEC AND CEC.
- ALL BOLLARDS MUST BE AT LEAST 3' APART & STRUCTURALLY ANCHORED AS REQUIRED BY 2019 CBC
- CONSTRUCTION DOCUMENTS COMPLY WITH 2019 CBC, 2019 CEC & 2019 CFC.
- FINAL INSPECTION AND SIGN-OFF IS REQUIRED PRIOR TO USE AND OPERATION OF EV CHARGERS.

EVCS IDENTIFICATION

- IDENTIFICATION SIGNS SHALL BE REFLECTORIZED WITH A MINIMUM AREA OF 70 SQUARE INCHES.
- REQUIRED IDENTIFICATION SIGNS SHALL BE VISIBLE FROM THE EVCS IT SERVES. SIGNS SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE VEHICLE SPACE OR WITHIN THE PROJECTED VEHICLE SPACE WIDTH AT THE HEAD END OF THE VEHICLE SPACE.
- SIGNS IDENTIFYING VAN ACCESSIBLE VEHICLE SPACES SHALL CONTAIN THE DESIGNATION "VAN ACCESSIBLE".
- SIGNS SHALL BE 60 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN.
- SIGNS LOCATED WITHIN AN ACCESSIBLE ROUTE SHALL BE 80 INCHES MINIMUM FROM THE FINISH FLOOR OR GROUND SURFACE TO THE BOTTOM OF THE SIGN.
- IDENTIFICATION SIGNS SHALL BE REFLECTORIZED WITH A MINIMUM AREA OF 70 SQUARE INCHES.

FOUNDATION NOTES

CONCRETE PAD REQUIREMENTS

- f'c = 3,000 PSI MIN. AT ANCHOR BOLT INSTALLATION
- USE HIGH EARLY STRENGTH CONCRETE MIX FOR INSTALLATION
- WATER ADDED TO THE CONCRETE MIX SHALL BE PER MANUFACTURER'S REQUIREMENTS, AND SHALL BE FREE OF MINERALS, SALTS OR OTHER IMPURITIES THAT MAY HINDER CONCRETE STRENGTH OR DURABILITY
- NO COLD JOINTS PERMITTED
- CURING SHALL BE PER MANUFACTURER'S RECOMMENDATIONS
- PROVIDE A MINIMUM OF 3" CONCRETE COVER TO STEEL REINFORCEMENT IN ALL DIRECTIONS
- THE LISTED REQUIREMENTS ABOVE ARE NOT COMPREHENSIVE. STANDARD OF CARE AND MANUFACTURER'S RECOMMENDATIONS SHALL BE MAINTAINED AT ALL TIMES

STEEL REINFORCEMENT

- USE GRADE 60 STEEL, MIN.
- STEEL REINFORCEMENT BARS SHALL BE BRUSHED, CLEANED AND PROPERLY PREPARED PRIOR TO INSTALLATION AND SHALL BE FREE OF RUST

ANCHOR BOLTS

- INSTALLATION OF ELECTRICAL COMPONENTS AND ANCHOR BOLT SHALL BE CAST-IN WET CONCRETE.
- BOLT LOCATION FOR LEVEL 3 CHARGERS AS SHOWN IN "LEVEL 3 FOOTAGE DETAIL" ON SHEET 4.
- BOLT LOCATION FOR SWITCHGEAR AS SHOWN PER SWITCHGEAR SECTION IN DETAIL "SWITCHGEAR BOLTDOWN DETAIL" ON SHEET 5.
- CONCRETE SCAN SHALL BE PERFORMED PRIOR TO INSTALLATION TO PREVENT DISRUPTION WITH EXISTING STRUCTURES AND LINES.
- ANCHOR BOLT EMBEDMENT LENGTH TO BE PER MANUFACTURER RECOMMENDATIONS.
- ANCHOR BOLT STRENGTH PARAMETERS PER MANUFACTURER PROVIDED IN "BOLT REQUIREMENTS" DETAIL

APPL. NO. P22-04211 EXHIBIT A-2 DATE 10/26/2022

PLANNING REVIEW BY: Digitally signed by STEVENEM
 DN: E=Steven.Mathez@fresno.gov,
 CN=STEVENEM, OU=Users,
 OU=PlanDev, OU=Departments,
 DC=fresno, DC=gov

APPROVED BY: **STEVENEM**
 Reason: Lam approving this document
 Date: 2022.10.26 15:31:11-07'00'

CITY OF FRESNO DARM DEPT

LEGEND

SYMBOL	DESCRIPTION
	IDENTIFICATION SIGN
	ACCESSIBLE PARKING
	ELECTRIC VEHICLE CHARGER ; LEVEL 2
	ELECTRIC VEHICLE CHARGER STATION ; 100 KW LEVEL 3
	HANDICAP PATH OF TRAVEL
	OVERHANG
	CONCRETE PAVING AREA
	LANDSCAPE AREA
	GRAVEL AREA
	EXISTING TREE
	PARKING TIRE STOP
	KEYNOTE CALLOUT. REFER TO PROPOSED SITE PLAN FOR KEYNOTE SUMMARY
	TRENCH
	PROPERTY LINE
	CHARGER PORT PER PARKING STALL

PROJECT DATA

4081 N Blackstone Ave.
 Fresno, CA 93726

4081 N Blackstone Ave.
 Fresno, CA 93726

ASSESSOR'S PARCEL NO.: 43414306

DATE REVISION / ISSUE

DRAWN: J.A.S.
 CHECKED: S.A.
 DATE: 7/25/2022

PROJECT: [P-00073] Kush Hospitality Inc.
 PHASE: 1ST SUBMISSION
 SCALE: AS INDICATED
 DRAWING TITLE:

NOTES

SHEET NO.:

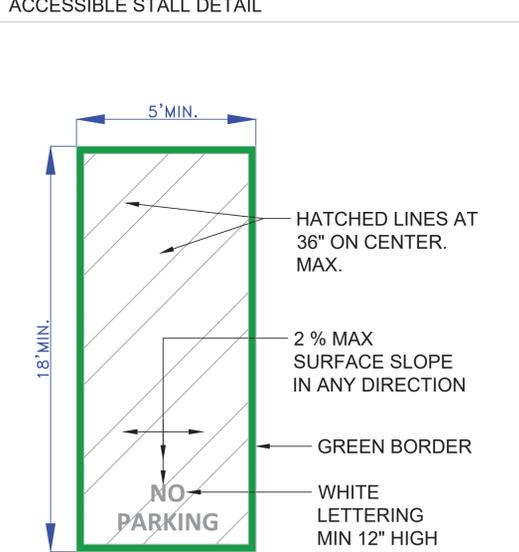
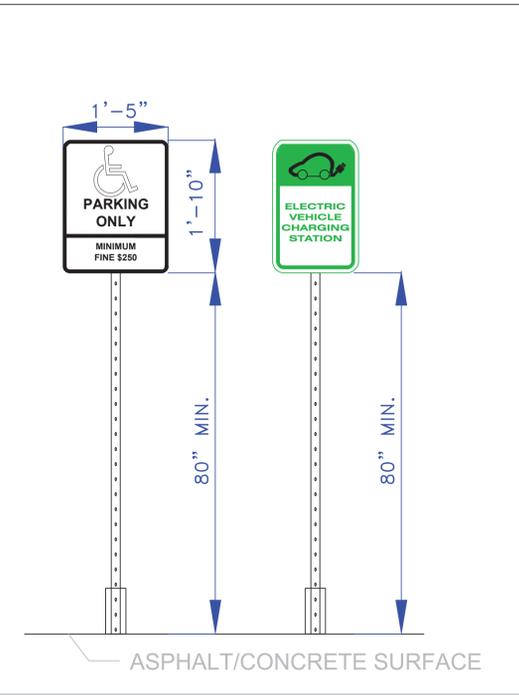
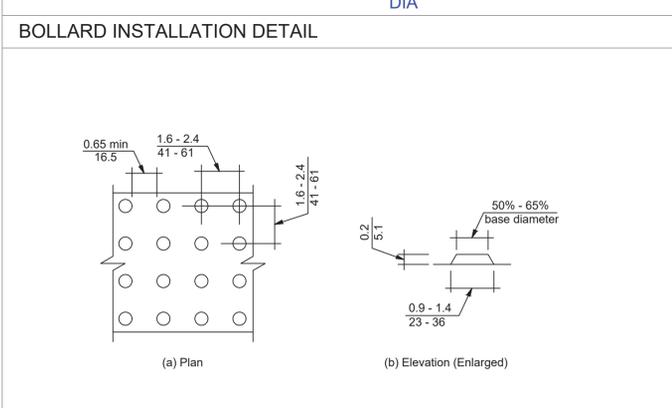
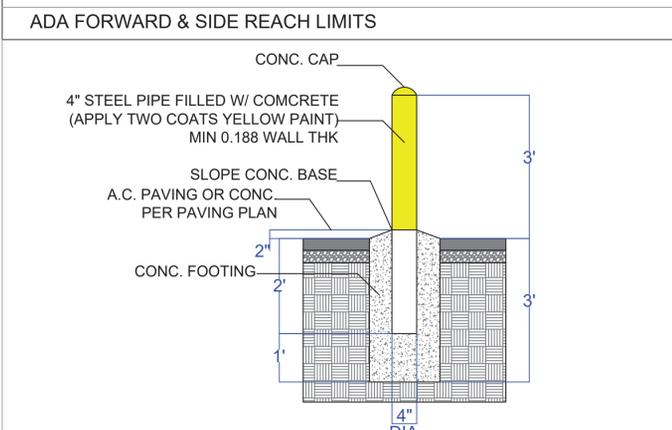
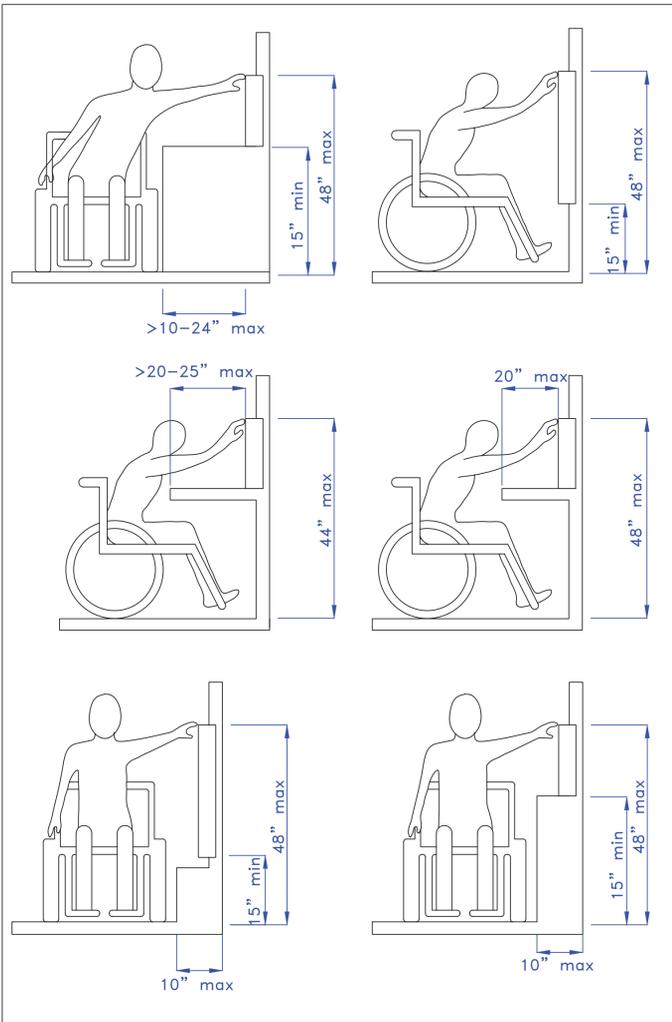
2

RESPONSIBLE CONTRACTOR

Zero Impact Builders DBA
Zero Impact Electrical
Costa Mesa, CA 92626
(657)247-0000

Classification : C-17
Ex. Date : 06/31/2022

Signature _____ Date : _____



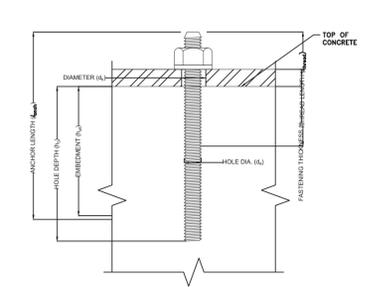
ALL EV CHARGING STATIONS SHALL BE IDENTIFIED BY SIGNAGE. THE SYMBOL OF EV CHARGING EQUIPMENT AND LETTERS "ELECTRIC VEHICLE CHARGING STATION" SHALL BE IN GREEN ON WHITE BACKGROUND. A GREEN BORDER SHALL ENCOMPASS THE WHITE BACKGROUND.



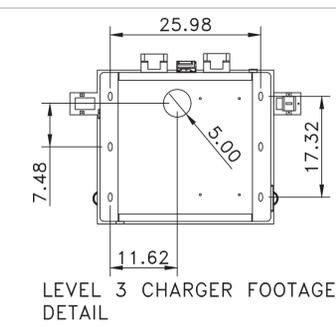
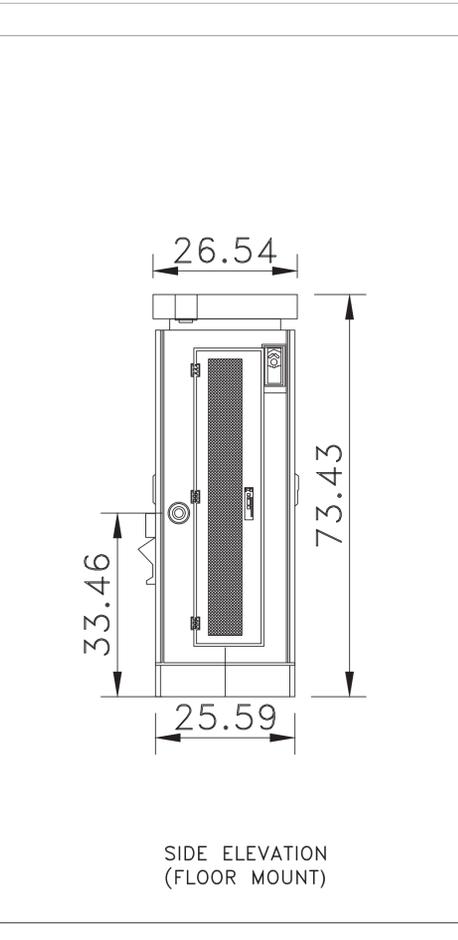
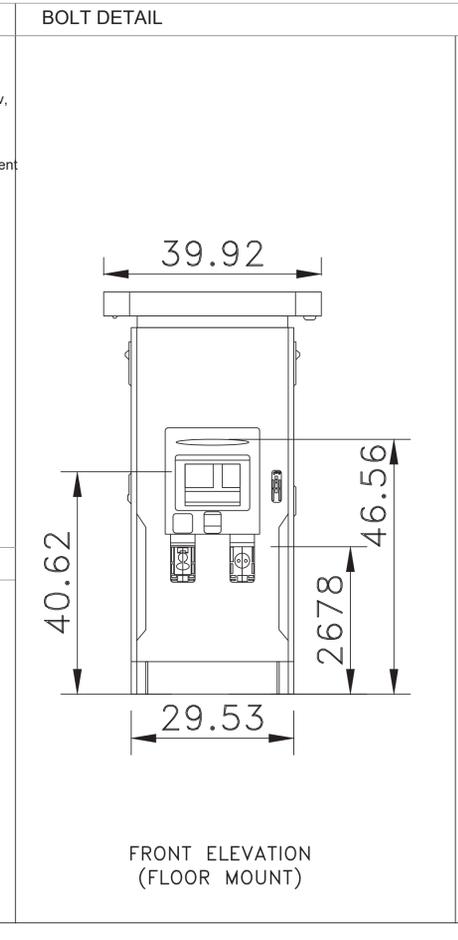
ALL VAN ACCESSIBLE EV CHARGING STATIONS SHALL BE IDENTIFIED. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND LETTERS "VAN ACCESSIBLE" SHALL BE IN GREEN ON WHITE BACKGROUND.

THE ACCESSIBLE SIGN SHALL BE LOCATED 60 INCHES ABOVE FINISHED FLOOR, MEASURED TO THE BOTTOM OF THE SIGN, OR 80 INCHES ABOVE FINISHED FLOOR TO THE BOTTOM OF THE SIGN WHEN LOCATED WITHIN ACCESSIBLE ROUTE.

ANCHOR DIAMETER: 1/2"
ANCHOR LENGTH: 8"
REQUIRED DRILL HOLE SIZE: 1/2"
COLOR FAMILY: SILVER
FASTENER PLATING: HOT GALVANIZED
CONNECTOR MATERIAL: STEEL



APPL. NO. P22-04211 EXHIBIT A-4 DATE 10/26/2022
Digitally signed by STEVENEM
DN: E=StevenEMartinez@fresno.gov,
CN=STEVENEM, OU=Users,
OU=PlanDev, OU=Departments,
DC=fresno, DC=gov
Reason: I am approving this document
Date: 2022.10.26 15:31:36-07'00'
CITY OF FRESNO DARRM DEPT



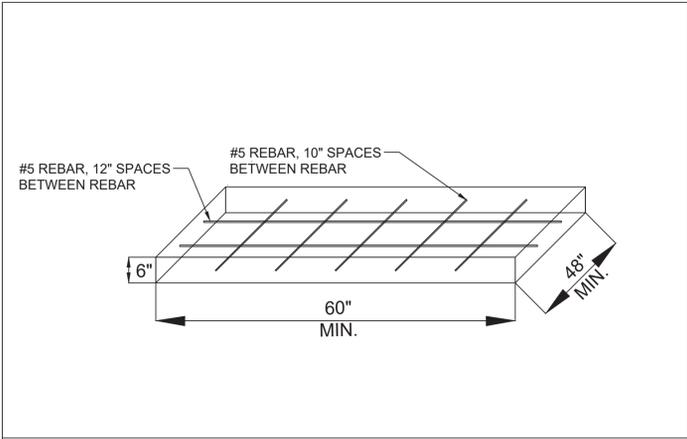
NOTE: LEVEL 3 CHARGER IS FLOOR MOUNT ONLY

PROJECT DATA

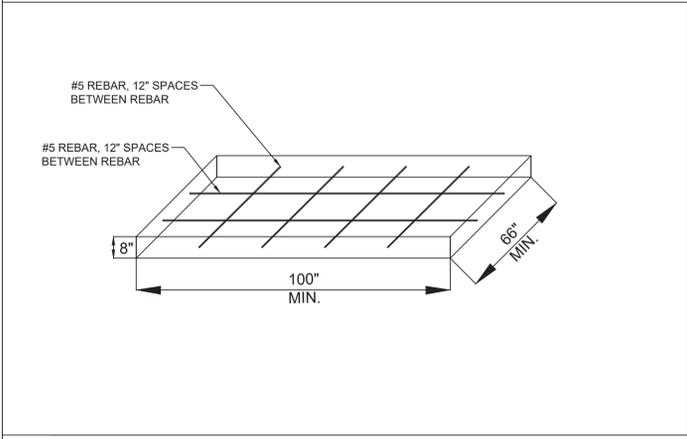
4861 N Blackstone Ave.
Fresno, CA 93726
4861 N Blackstone Ave.
Fresno, CA 93726
ASSESSOR'S PARCEL NO.: 43414306

DATE	REVISION / ISSUE

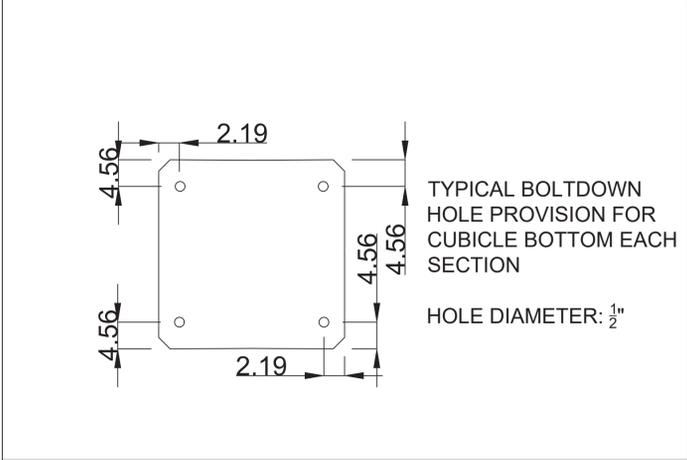
DRAWN: J.A.S.
CHECKED: S.A.
DATE: 7/25/2022
PROJECT: [F-6007] Kush Hospitality Inc.
PHASE: 1ST SUBMISSION
SCALE: AS INDICATED
DRAWING TITLE:
EQUIPMENT LOCATION & DETAILS



LVL 3 EVCS (PAD DETAIL)



SWITCHGEAR (PAD DETAIL)



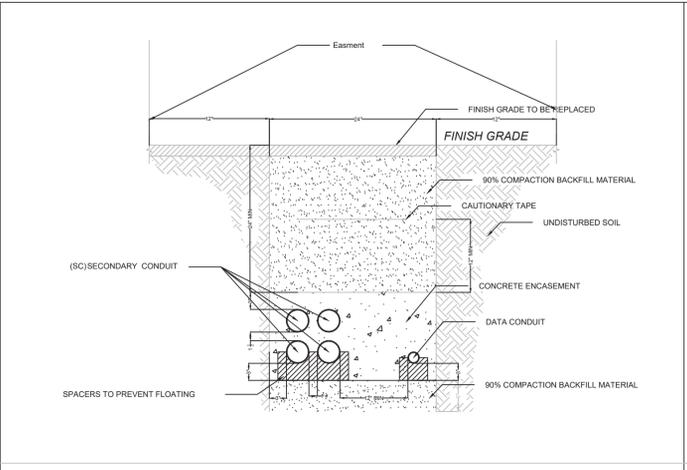
BOLT SPACING



800 A SWITCHGEAR (ELEVATION/ANCHOR EMBEDMENT)

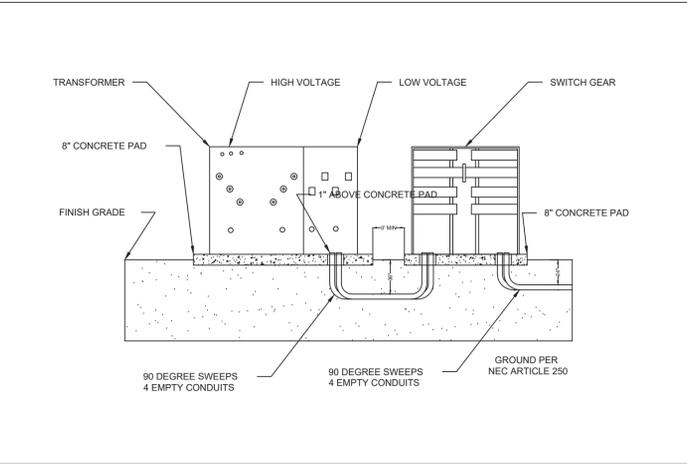
1. F'C = 3000 PSI MIN. AT ANCHOR BOLT INSTALLATION.
 2. USE HIGH EARLY STRENGTH CONCRETE MIX FOR INSTALLATION.
 3. INSTALLATION OF EQUIPMENTS SHALL NOT OCCUR BEFORE 24 HOURS OF CURING.
 4. WATER ADDED TO THE CONCRETE MIX SHALL BE PER MANUFACTURER'S REQUIREMENTS, AND SHALL BE FREE OF MINERALS AND SALTS OR OTHER IMPURITIES THAT MAY HINDER CONCRETE STRENGTH OR DURABILITY.
 5. NO COLD JOINTS PERMITTED
 6. CURING SHALL BE PER MANUFACTURER'S RECOMMENDATIONS
 7. PROVIDE A MINIMUM OF 3" CONCRETE COVER TO STEEL REINFORCEMENT IN ALL DIRECTIONS.
 8. THE LISTED REQUIREMENTS ABOVE ARE NOT COMPREHENSIVE. STANDARD OF CARE AND MANUFACTURERS RECOMMENDATIONS SHALL BE MAINTAINED AT ALL TIMES.
- STEEL REINFORCEMENT:**
1. USE GRADE 60 STEEL, MIN.
 2. STEEL REBAR REINFORCEMENT SHALL BE BRUSHED CLEAN AND PROPERLY PREPARED PRIOR TO INSTALLATION AND SHALL BE FREE OF RUST.

CONCRETE SPECS



1. ALL CONDUIT TRENCHING, EXCAVATION, REMOVING SPILL SOIL, BACKFILLING, COMPACTION, GRINDING, AND PAVEMENT SHALL BE COMPLETED PER CITY OF FRESNO PUBLIC WORK DEPARTMENT.
2. MINIMUM SEPARATIONS SHOWN BETWEEN CONCURRENTLY INSTALLED FACILITIES ARE PER G.O. 128, RULES 31.4-B2, 41.4-A2 AND 41.4-B2, AND AS SHOWN IN WORK ORDER DRAWINGS
3. ELECTRIC CONDUITS REQUIRE 12" MIN. RADIAL SEPARATION WHEN PARALLELING OTHER UTILITIES. ALL CONDUITS TO BE CONCRETE ENCASED REQUIRE THE USE OF SPACERS.
4. TRENCH BOTTOM SHALL HAVE 90% COMPACTION AND BE OF UNDISTURBED EARTH
5. ELECTRICAL CONDUITS SHALL BE PLACED 3" MIN FROM TRENCH WALLS
6. SHADE TOP OF ENCASEMENT WITH 3" OF SELECT BACKFILL
7. 60 INCH MAXIMUM TRENCH DEPTH ALLOWED
8. FIELD CONDITIONS MAY REQUIRE ALTERNATE TELECOMMUNICATION LOCATION

TRENCHING DETAIL



1. MAXIMUM OF 2% SLOPE FREE AND CLEAR OF BUILDINGS, BUSHES, TREES, PLANTS, SIDEWALKS, AND CURBS.
2. 8 FEET OF CLEARANCE, CAN NOT BE IN A PARKING STALL. THIS DISTANCE HAS TO ALWAYS BE CLEAR (CALIFORNIA CODE OF REGULATIONS, TITLE 8).
3. SWITCHGEAR REQUIRES 8 FEET OF CLEARANCE ON BOTH SIDES OF THE SWITCH (CALIFORNIA CODE OF REGULATIONS, TITLE 8).
4. NO CARPORTS ARE ALLOWED OVER ANY EQUIPMENT.
5. SUITABLE SPACE SHALL BE PROVIDED AND MAINTAINED ABOUT ELECTRICAL EQUIPMENT TO PERMIT READY AND SAFE OPERATION AND MAINTENANCE. THE WORKSPACE SHALL BE ADEQUATE TO PERMIT A 90 DEGREE OPENING OF DOORS OR HINGED PANELS, AND BOLLARDS WILL BE PLACED FOR ITS PROTECTION.
6. A MINIMUM VERTICAL CLEARANCE OF 14' SHALL BE MAINTAINED FROM THE STREET TO THE EQUIPMENT PAD.
7. EQUIPMENT PADS SHALL BE PLACED AT LEAST 10' RADIALLY FROM ALL FIRE ESCAPES, DOORS (INCLUDING GARAGE DOORS, WINDOWS, AIR INTAKES OR AIR EXHAUST VENTS.

SWITCHGEAR (CONNECTION TO UTILITY)

APPL. NO. P22-04211 EXHIBIT A-5 DATE 10/28/2022

PLANNING REVIEW BY STEVENEM Digitally signed by STEVENEM
DN: E=Steven.Martinez@fresno.gov, CN=STEVENEM, OU=Users, OU=PlanDev, OU=Departments, DC=fresno, DC=gov

TRAFFIC CONTROL BY STEVENEM Reason: I am approving this document
Date: 2022.10.28 15:31:48-0700

APPROVED BY STEVENEM
CITY OF FRESNO DARM DEPT

CUBICLE DEPTH (NORMAL) SEE PLAN VIEW

CONSTRUCTION : SWITCHBOARD IS BUILT AND LABELED PER UL 891 IN EFFECT
 INCOMING : AMPERES: 400
 SERVICE : SYSTEM VOLTAGE: 277/480 3Ø4W Wye AC
 INTERRUPTING : THE SHORT CIRCUIT INTERRUPTING CAPABILITY IS 65,000
 ENCLOSURE : ENCLOSURE IS TYPE NEMA 3R FOR OUTDOOR APPLICATION.
 SEISMIC : ENCLOSURE SHALL BE CONSTRUCTED TO MEET SEISMIC REQUIRE
 EXTERIOR : ANSI 61 LIGHT GREY PAINT.
 UTILITY : PG&E
 NAMEPLATE : NAMEPLATES ATTACHED WITH ADHESIVE & STUDS.
 SIEMENS 400A SWITCHGEAR WEIGHT: 1060 LBS

3100 AIRWAY AVE #127
COSTA MESA, CA 92626

RESPONSIBLE CONTRACTOR

Zero Impact Builders DBA
Zero Impact Electrical
3100 Airway Ave #127
Costa Mesa, CA 92626
(657)247-0000

Classification : C-10
 License No : 951238
 Ex. Date : 06/31/2022

Date : _____
Signature _____

Know what's below.
Call before you dig.

PROJECT DATA

PROJECT ADDRESS: 4881 N Blackstone Ave.
 OWINERS ADDRESS: 4881 N Blackstone Ave.
 ASSESSORS PARCEL NO.: 43414306

DATE	REVISION / ISSUE

DRAWN: J.A.S.
 CHECKED: S.A.
 DATE: 7/25/2022

PROJECT: [F-00073] Kush Hospitality Inc.
 PHASE: 1ST SUBMISSION
 SCALE: AS INDICATED
 DRAWING TITLE: EQUIPMENT DETAILS

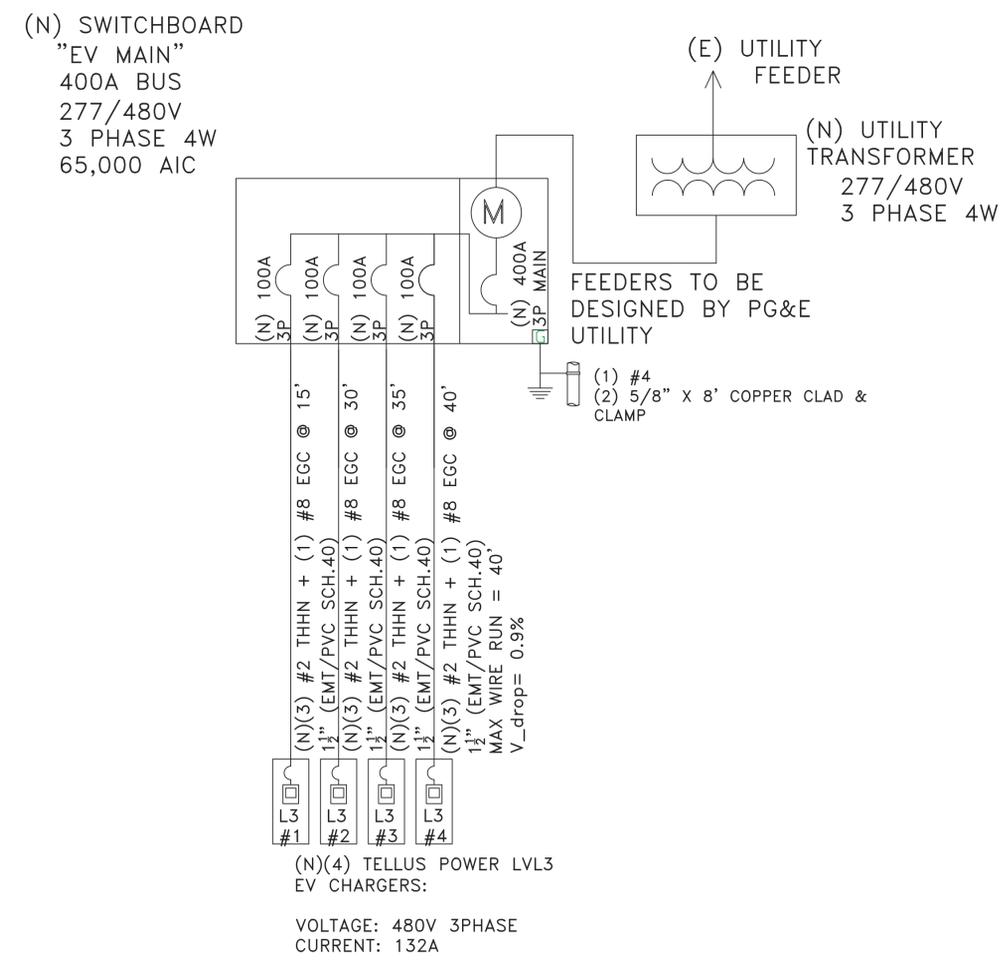
SHEET NO.: **5**

APPL. NO. P22-04211 EXHIBIT A-6 DATE 10/28/2022
 Digitally signed by STEVENEM
 DN: E=Steven.Martinez@fresno.gov,
 CN=STEVENEM, OU=Users,
 OU=PlanDev, OU=Departments,
 DC=Fresno, DC=gov
 Reason: I am approving this document
 Date: 2022.10.28 15:32:03-0700
STEVENEM
 CITY OF FRESNO DARM DEPT



PANEL SCHEDULE										
NAME	EV MAIN	LOCATION	OUTDOOR	VOLTAGE	227 /480Y 3PH 4W	MAIN	400A 3P			
		FED BY	UTILITY	ENCLOSURE	NEMA3R	BUS BAR	400A			
				PANEL TYPE	NQ	MAIN AIC	65,000			
CTK	DESCRIPTION	BREAKER	POLES	A	B	C	POLES	BREAKER	DESCRIPTION	CTK
1	EV CHARGER L3 #1	100A	3	21,000	21,000		3	100A	EV CHARGER L3 #2	2
3	---				21,000	21,000			---	4
5	---					21,000	21,000		---	6
7	EV CHARGER L3 #3	100A	3	21,000	21,000		3	100A	EV CHARGER L3 #4	8
9	---				21,000	21,000			---	10
11	---					21,000	21,000		---	12
13										14
15										16
17										18
19										20
21										22
23										24
25										26
27										28
29										30
31										32
33										34
35										36
37										38
39										40
41										42
TOTAL VA				84,000	84,000	84,000	TOTAL 3PH VA		252,000	
DEMAND VA				105,000	105,000	105,000	TOTAL DEMAND VA		315,000	
HIGH PH VA				875	875	875	TOTAL AMP		378.9	
HIGH PH AMP				7.291666667			MAIN BREAKER		400	

RESPONSIBLE CONTRACTOR
 Zero Impact Builders DBA
 Zero Impact Electric
 License : 1088228
 Ex. Date : 06/31/2022
 Costa Mesa, CA 92626
 (657)247-0000
 Signature: _____ Date: _____



PROJECT DATA
 4861 N Blackstone Ave.
 Fresno, CA 93726
 PROJECT ADDRESS:
 4861 N Blackstone Ave.
 Fresno, CA 93726
 OWNERS ADDRESS:
 43414306
 ASSESSOR'S PARCEL NO.:

DATE	REVISION / ISSUE

DRAWN: J.A.S.
 CHECKER: S.A.
 DATE: 7/25/2022
 PROJECT: [F-6007] Kush Hospitality Inc.
 PHASE: 1ST SUBMISSION
 SCALE: AS INDICATED
 DRAWING TITLE:
**SINGLE LINE DIAGRAM
 & LOAD SCHEDULE**
 SHEET NO.:
6

