

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 20th day of OCTOBER, 2014, by and between the City of Merced, a California Charter Municipal Corporation (“Seller”) and Pro Lube Incorporated, a California Corporation, whose address of record is P.O. Box 235, Catheys Valley, California 95306 (“Buyer”).

WHEREAS, Seller owns the real properties identified as 2322 G Street in the City of Merced, California (Assessor’s Parcel Number 034-011-025) and more fully described in Attachment “A” and shown on the map provided at Attachment “B,” which are attached hereto and incorporated herein by this reference, (hereinafter the “Subject Property”); and,

WHEREAS, Buyer desires to purchase the Subject Property for the location of a Pro-Lube facility, Pro-Lube corporate office, retail spaces, and dog grooming center (hereafter, the “Project”); and,

WHEREAS, The sale of the Subject Property, which the City hereby declares as surplus, and the development of Buyer’s proposed business on the Subject Property will create new jobs and will help the local economy.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Buyer and Seller do agree as follows:

SECTION 1. PURCHASE & SALE. Seller agrees to sell and Buyer agrees to purchase the Subject Property pursuant to the terms of this Agreement.

SECTION 2. PURCHASE PRICE. The purchase price for Subject Property shall be Four Hundred Eighty Thousand Dollars (\$480,000.00) for approximately 1.9 ± acres (the “Purchase Price”), which includes the existing buildings located thereon. Buyer is acquiring the Subject Property and buildings in “as-is” condition and subject to the existing leases for the car wash and Laundromat. Seller represents that true and correct copies of the leases are attached hereto as Attachments “C” and “D”, and that said leases will not be

amended on or after the effective date of this Agreement through the close of escrow.

a. Deposit by Buyer: Within five (5) days from the opening of escrow, Buyer shall place a deposit of Ten Thousand Dollars (\$10,000) into escrow.

b. Deposit of Additional Funds Before Close of Escrow: At or before the close of escrow, Buyer shall deposit the sum of Two Hundred Ninety Thousand Dollars (\$290,000) into escrow to be allocated against the Purchase Price at the close of escrow.

b. Financing of Balance of Purchase Price: At or before the close of escrow, Buyer shall execute a promissory note and deed of trust in favor of the Seller in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), with an annual interest rate thereon equal to the 11th District cost of funds plus 200 basis points, adjusted every July and payable in equal monthly installments for a period of ten (10) years. Seller agrees to subordinate its \$180,000 loan to a construction loan in an amount not to exceed One Million Dollars (\$1,000,000) that the Buyer obtains at or before the close of escrow on the Subject Property. Provided that Buyer is in full compliance with the terms of this Agreement and the Merced Municipal Code, Seller also agrees to subordinate its \$180,000 loan to permanent financing for the Subject Property obtained no later than thirty (30) months from the close of escrow.

SECTION 3. ESCROW. Escrow shall open on the Property within five (5) days at a title company in Merced, California selected by Seller, and shall close on or before December 31, 2014, subject to the terms and conditions of this Agreement. Closing costs, including escrow costs, title insurance and transfer tax, shall be evenly split between Buyer and Seller.

SECTION 4. ASSIGNMENT OF LEASES. At the close of escrow for the Subject Property, Seller shall assign the leases for the car wash and Laundromat (Attachments "C" and "D") to Buyer.

SECTION 5. APPROVAL OF TITLE REPORT. Within five (5) days from the opening of escrow, Seller shall provide a preliminary title report to Buyer. Buyer shall have ten (10) days thereafter in which to approve the preliminary title report. If Buyer does not approve one or more of the exceptions of the preliminary

title report and Seller refuses to remove said exception(s), then Buyer shall have the right to terminate escrow.

SECTION 6. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, transferees, successors, assignee, partners, and legal representatives. Neither this Agreement nor any part thereof shall be assignable except with the prior written consent of the other party hereto. Any attempted assignment or delegation of the rights and responsibilities under this Agreement not executed in writing by the other party hereto shall constitute a material breach of this Agreement and shall be null and void.

SECTION 7. SUBJECT TO OTHER OBLIGATIONS. This Agreement is conditioned upon Buyer's compliance with the requirements of the Merced Site Plan Approval Committee and/or the Merced Planning Commission. At the close of this transaction, Buyer will be issued a Grant Deed containing restrictions and easements, including the Seller's right to repurchase the Subject Property pursuant to Section 9 of this Agreement.

SECTION 8. ZONING AND PERMITTED USES. The Subject Property is currently zoned General Commercial (C-G). The proposed "Project" (as described in Attachment "E" attached hereto) is a permitted use within the General Commercial (C-G) land use district of the City of Merced. The Subject Property shall be used for the purposes shown on the Site Plan at Attachment "F", subject to Conditional Use Permit approval as required by Chapter 20.52 (Interface Regulations) of the Merced Municipal Code. If Buyer does not obtain a Conditional Use Permit for the Subject Property on or before December 17, 2014, Buyer may terminate the escrow and the Buyer and Seller shall evenly split the costs of escrow through the date of termination of the escrow.

SECTION 9. COMMENCEMENT OF CONSTRUCTION, SCHEDULE, AND SELLER'S RIGHT TO REPURCHASE SUBJECT PROPERTY. Buyer agrees to obtain all necessary building permits and commence construction of Phase One of the Project as described in Attachment "E" within fifteen (15) months of the close of escrow and to thereafter diligently pursue its completion. It is hereby agreed that failure of Buyer to commence construction of the Phase One of the Project within said fifteen (15) month period shall give Seller the right and option to repurchase the Subject Property. The price for Seller's option to repurchase shall be the purchase price paid by the original Buyer without interest, appreciation, or reimbursement for any improvements, costs, expenses, or

City, County, or other taxes or assessments levied or assessed against the Subject Property. Prior to completion of the main building structure(s) required for the Project on the Subject Property, Buyer agrees not transfer title to the Subject Property to another person or entity without Seller's prior written consent, which may be withheld at Seller's sole and complete discretion.

SECTION 10. NOTICE. All notices required or available to be sent pursuant to this Agreement shall be delivered by either first-class certified mail, return receipt requested, and properly addressed with correct postage fully paid thereon or by personal delivery to the individuals designated above at the address designated below. All mailed notices shall be deemed delivered within three (3) business days of deposit in the U.S. Mail and personal delivery shall be deemed delivered upon actual delivery thereof at the addresses set forth below:

SELLER: City Clerk
City of Merced
678 West 18th Street
Merced, California 95340

With a copy to: City Attorney
City of Merced
678 West 18th Street
Merced, California 95340

BUYER: Pro Lube Incorporated
P.O. Box 235
Catheys Valley, California 95306

SECTION 11. INTERPRETATION. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The use of the singular herein includes the plural, and the use of the neuter herein includes the masculine and/or feminine, as the context may require. The captions of the Sections and Subsections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

SECTION 12. NO PRESUMPTION RE DRAFTER. The parties hereto acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this

document reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretations hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this document.

SECTION 13. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between Seller and Buyer or their agents, employees or contractors. Except as either party may specify in writing, neither party shall have the authority to act as an agent of the other party or to bind the other party to any obligation.

SECTION 14. NO THIRD PARTY BENEFICIARIES. The parties hereto intend not to create rights in, or to grant to any third party as a beneficiary of the Agreement or of any duty, covenant, obligation, or undertaking established herein.

SECTION 15. ENTIRE AGREEMENT. This Agreement is a fully integrated agreement that contains the complete, final, entire, and exclusive expression of the agreement and understanding of the parties hereto. This Agreement supersedes and replaces all negotiations, and all proposed agreements, whether oral or written, between the parties hereto regarding, arising out of, or relating to the subject matter hereof. Each party acknowledges that it has read this Agreement and has signed it freely and voluntarily without reliance on any representations or promises made by any of the other, or their attorneys or its representatives, other than as expressly set forth within this Agreement.

SECTION 16. AMENDMENTS IN WRITING. This Agreement may be amended or modified only by a written agreement executed by or on behalf of each of the parties hereto and approved and adopted as required by law. Any attempted amendment not in compliance with the provisions of this Section shall be null and void.

SECTION 17. WAIVER. Any waiver by either party of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by either party to take action on any breach or default of the other party or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to either party to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligation

under this Agreement. Consent by either party to any act or omission by the other party shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the other party's written consent to future waivers.

SECTION 18. COUNTERPARTS. This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart to the other parties hereto, each counterpart shall be deemed an original, and all counterparts taken together will constitute one and the same agreement, which will be binding and effective as to the Seller and Buyer. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

SECTION 19. AUTHORITY TO EXECUTE. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their governmental or business entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

SECTION 20. REAL ESTATE COMMISSION. Buyer has retained the services of Loren Gonella of Coldwell Banker Commercial in its proposed acquisition of the Subject Property from Seller. Buyer acknowledges and agrees that Seller shall not be responsible to pay any real estate commission relating to Buyer's proposed acquisition of the Subject Property. Buyer shall be fully responsible for compensating Coldwell Banker Commercial for this transaction.

SECTION 21. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

SECTION 22. USE OF LOCAL CONTRACTORS FOR CONSTRUCTION AND LOCAL RESIDENTS AS EMPLOYEES. Buyer agrees to use its best efforts to use local contractors for the construction of improvements on the Subject Property and local residents for the jobs that will be created on the Subject Property once said construction is completed.

[Continued on next page]

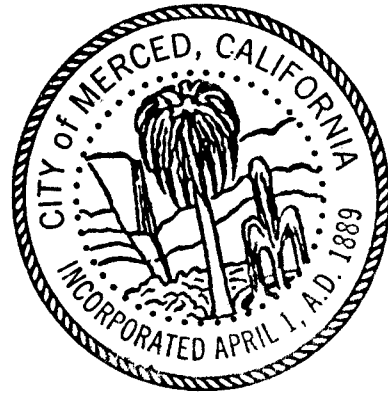
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

SELLER:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: Jan M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: [Signature]
Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 10/2/14
City Attorney Date

v-17312

214906 PO#: 116360
ACCOUNT DATA:


BY: [Signature]
Verified by Finance Office

Funds Available. MK 10/23/14
Est. Escrow fee \$ 9,600.00
001-2002-572-1700 MK

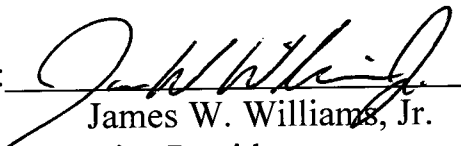
RJ 10/2/14

Est.
Escrow
fee

BUYER:
PRO LUBE INCORPORATED,
a California Corporation

BY: 
Michael J. Hausmann
President

TELEPHONE: 209-769-7080
E-MAIL: prolubeinc@sti.net

BY: 
James W. Williams, Jr.
Vice President

TELEPHONE: 209-769-7890
E-MAIL: prolube@sti.net

Taxpayer I.D. No. 77-2122378

ADDRESS: P.O. Box 235
Catheys Valley, CA 95306

LEGAL DESCRIPTION

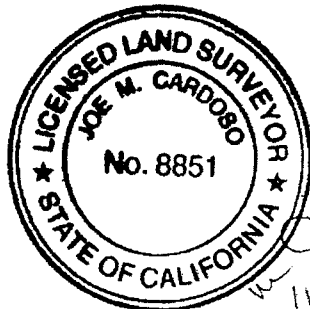
A tract of land situated in a portion of Lot 1 and in a portion of Lot 2, as said lots are delineated on that certain map entitled "MERCED HOME TRACT", filed for record on October 11, 1912, in the office of the County Recorder of Merced County in Volume 5, of Official Plats, at Page 36, said tract of land being more particularly described as follows:

Beginning at a point on the northeasterly line of said Lot 1, lying distant thereon, $S65^{\circ}20'00''E$, a distance of 40.84 feet from the north corner thereof, said point also being on the southeasterly line as described in that certain Grant Deed to the City of Merced, recorded June 11, 2012 as Document Number 2012-020493, Merced County Records; thence $S65^{\circ}20'00''E$, along the northeasterly line of said Lot 1 and said Lot 2, a distance of 294.23 feet to the easterly corner of said Lot 2; thence $S24^{\circ}40'00''W$, along the southeasterly line of said Lot 2, a distance of 165.00 feet; thence $N65^{\circ}20'00''W$, parallel with and 165.00 feet southwesterly from the northeasterly line of said Lot 2, a distance of 111.69 feet to the southeasterly line of said Lot 1; thence $S24^{\circ}40'00''W$, along the southeasterly line of said Lot 1, a distance of 173.00 feet to a point on the northeasterly line of said Grant Deed to the City of Merced; thence along the northeasterly and southeasterly line of said Grant Deed to the City of Merced the following courses and distances:

- 1) $N65^{\circ}20'00''W$, parallel with and 12.00 feet northeasterly from the southwesterly line of said Lot 1, a distance of 75.07 feet to the beginning of a tangent curve concave to the northeast, having a radius of 120.00 feet;
- 2) thence westerly along said curve, through a central angle of $15^{\circ}41'38''$, an arc distance of 32.87 feet;
- 3) thence $N49^{\circ}38'22''W$, a distance of 71.72 feet;
- 4) thence $N56^{\circ}05'59''W$, a distance of 41.47 feet;
- 5) thence $N32^{\circ}08'52''E$, a distance of 143.58 feet;
- 6) thence $N30^{\circ}17'48''E$, a distance of 165.91 feet to the POINT OF BEGINNING.

The above-described tract of land is delineated on Exhibit B, attached hereto, and made a part hereof.

The above-described tract of land contains 1.93 Acres, more or less, and is subject to any liens, encumbrances, covenants, restriction, and rights-of-way or easements of record or legally acquired.



ATTACHMENT A

2ND

SANTA FE

24TH

Subject Site

G

23RD

F

N

ATTACHMENT B



LEASE AGREEMENT

THIS LEASE made this 17th day of December 2012, by and between the City of Merced, a California Municipal Charter Corporation (“Lessor”), and Vivath Bounlangsy and Somboun Bounlangsy, whose address of record is 4094 St. Remy Court, Merced, California 95348 (“Lessee”).

WHEREAS, The Lessor is the owner of the Carriage Center Car Wash located at 2340 “G” Street, on the southeast corner of “G” Street and BNSF railroad tracks, Merced, California (APN 034-011-002); and,

WHEREAS, Lessee desires to lease the self service car wash equipment and associated real estate on the Site, as that term is defined below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS:

a. “Buildings” and “Site” is defined as the buildings and structures associated with Carriage Center Car Wash located at 2340 “G” Street, on the southeast corner of “G” Street and BNSF railroad tracks, Merced, California, and identified on the attached Exhibit A.

b. “Site” is defined as the area surrounding the buildings as identified on the attached Exhibit A.

c. “Parcel” is defined as the entirety of the parcel known as APN 034-011-002.

2. RENT. Lessor agrees to offer the Buildings, Site and associated equipment located at 2340 “G” Street, Merced, California for lease, and Lessee agrees and accepts the offer of the lease for the monthly rent set forth in this Section and for all of the terms and conditions of this Lease. Rent shall be payable on the 1st of each month, in advance, and shall be Eight Hundred Dollars (\$800.00) per month for year one. Rent shall increase by three percent (3%) annually thereafter.

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WHEREAS, Lessee desires to lease the self service car wash equipment and associated real estate on the Site, as that term is defined below.

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1. DEFINITIONS:

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b. "Site" is defined as the area surrounding the buildings as identified on the attached Exhibit A.

c. "Parcel" is defined as the entirety of the parcel known as APN 034-011-002.

2. RENT. Lessor agrees to offer the Buildings, Site and associated equipment located at 2340 "G" Street, Merced, California for lease, and Lessee agrees and accepts the offer of the lease for the monthly rent set forth in this Section and for all of the terms and conditions of this Lease. Rent shall be payable on the 1st of each month, in advance, and shall be Eight Hundred Dollars (\$800.00) per month for year one. Rent shall increase by three percent (3%) annually thereafter.

All rents shall be paid to Lessor or its authorized agent at the following address: 678 West 18th Street, Merced, California, 95340, or at such other place as may be designated by Lessor from time to time. In the event rent is not paid within ten (10) days after the due date, Lessee agrees to pay a late charge of One Hundred Dollars (\$100.00) plus interest at twelve (12%) percent per annum on the delinquent amount. Lessee further agrees to pay One Hundred Dollars (\$100.00) for each dishonored bank check. The late charge period is NOT a grace period, and Lessor is entitled to make written demand for any rent not paid when due.

3. **TERM.** The term of this Lease shall commence upon mutual execution of this Lease and after Lessee provides to Lessor satisfactory evidence of hazard and liability insurance required by this Lease and pays the security deposit required by Section 23 of this Lease. This shall be a month-to-month lease, with a maximum length of two (2) years from mutual execution, and may be terminated by either party upon thirty (30) days written notice by Lessee. Lessor may notify Lessee with ninety (90) days written notice to end Lease.

4. **USE.** The Buildings and Site are to be used for the operation of a self service car wash and related uses and for no other purpose without prior written consent of Lessor. Lessee shall not commit any waste upon the Buildings and/or Site, or any nuisance or act that may disturb the quiet enjoyment of any tenant of the Parcel. Lessee shall provide Lessor with a copy of a profit and loss statement upon thirty (30) days of the annual commencement date.

5. **USES PROHIBITED.** Lessee shall not use any portion of the Buildings and Site for purposes other than those specified. Specifically, the following are excluded uses: pawn shops, tattoo parlors, skateboard shops, adult businesses, payday loan businesses, billiard or pool halls, dance halls, mobile food vendors, or bail bond businesses.

6. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet any portion of the Leased Space without prior written consent of the Lessor. Any such assignment or subletting without consent may, at the option of Lessor, constitute a breach of this Lease.

7. **MAINTENANCE, REPAIRS, ALTERATIONS.** Unless otherwise indicated, Lessee acknowledges that the Buildings and Site are in good order and repair. Lessee shall, at its own expense, maintain the Buildings and Site in a good and safe condition, including plate glass, electrical wiring, trade fixtures and systems, plumbing and heating installations, and any other system or equipment.

The Buildings and Site shall be surrendered at termination of the Lease in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, except the roof, exterior walls and structural foundations, which shall be maintained by Lessor.

8. **ENTRY AND INSPECTION.** Lessee shall permit Lessor or Lessor's agents to enter the Buildings and Site at reasonable times and upon reasonable notice for the purpose of inspecting the Buildings and Site, and shall permit Lessor, at any time within thirty (30) days prior to the expiration of this Lease, to place upon the Buildings any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the Buildings and Site to inspect the Buildings and Site at reasonable times.

9. **LESSEE'S INSURANCE.** Lessee, at its expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as follows: \$1 million combined personal injury and property damage.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor and its officers, officials, employees and agents as additional insureds. The policy shall require thirty (30) DAYS' WRITTEN NOTICE TO LESSOR PRIOR TO CANCELLATION OR MATERIAL CHANGE OF COVERAGE.

Lessee, at its expense, shall maintain on all its personal property, improvements, and alterations in, on, or about the Buildings and Site, a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, of at least 100% of their full replacement value. The proceeds from any such policy shall be used by Lessee first for the restoration of Lessee's improvements or alterations and any remaining amount for the replacement of personal property.

Lessor shall maintain on the Buildings a policy of standard fire and extended coverage insurance which shall name Lessee as an additional insured, but shall provide that any proceeds shall be payable to Lessor.

10. **UTILITIES.** Lessee shall be responsible for the payment of all electrical, gas, water, sewer, garbage services, and any other utility service for the Buildings.

11. **BUSINESS LICENSE.** Lessee shall maintain a valid, non-delinquent City of Merced Business License throughout the term of this Lease and shall timely file all required quarterly business license statements and timely pay all fees thereunder to the City of Merced Finance Department.

12. **CAM/TAXES/INSURANCE.** Lessee shall be responsible for the cleaning and maintenance of all space within the Buildings and Site as defined and shown on approved plans. Lessee shall keep the Buildings and Site clean of dirt and debris. This Lease is net of taxes, utilities, and insurance.

13. **SIGNS.** Lessor reserves the exclusive right to the roof, side, and rear walls of the Buildings, except that signs may be erected by Lessee if in compliance with City of Merced ordinances and shall be subject to review and written approval as tenant improvements. Any installed sign on the Buildings or Site shall be of the highest quality materials and shall comply with City of Merced ordinances. In the event Lessee or Lessee's agents attaches any sign to the exterior of the Buildings, without the approval of the Lessor, Lessee agrees upon relinquishing the tenancy to cause the same to be removed, the exterior repaired, and the area under the former sign to be re-painted to match the color of the surrounding exterior.

14. **ABANDONMENT OF PREMISES.** Lessee shall not vacate or abandon the Buildings or Site at any time during the term of this Lease. If Lessee abandons or vacates the Buildings or Site, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Buildings or Site shall be deemed to be abandoned at the option of Lessor.

15. **CONDEMNATION.** If any part of the Buildings or Site is condemned for public use and a part remains which is susceptible for occupation by Lessee, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Leased Space remaining bears to the total value of the Buildings and Site at the date of condemnation; provided, however, that Lessor may at its option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Buildings and Site are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease shall terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong solely to the Lessor; except that Lessee shall be entitled to retain any amount awarded to it for its goodwill, trade fixtures, or moving expenses.

16. **TRADE FIXTURES.** Any and all improvements made to the Buildings and Site during the term of this Lease shall belong to the Lessor. All equipment, trade fixtures and items presently at the Site shall remain the property of the Lessor. Lessee agrees to keep said fixtures and equipment in good and reasonable working condition. Personal property non-affixed to the Building or Site that was brought to the Site by Lessee shall be the property of the Lessee.

17. **DESTRUCTION OF BUILDINGS OR SITE.** In the event of a partial destruction of the Buildings or Site during the term of this Lease from any cause, Lessor shall promptly repair the Buildings or Site, provided that such repairs can be reasonably made **WITHIN THIRTY (30) DAYS**. Such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the Buildings or Site. If the repairs cannot be made **WITHIN THIRTY (30) DAYS**, this Lease may be terminated at the option of either party by giving written notice to the other party **WITHIN THE THIRTY (30) DAY PERIOD**.

18. **HAZARDOUS MATERIALS.** Lessee shall not use, store, or dispose of any hazardous substances upon the Buildings or Site, except the use and storage of such substances that are customarily used in Lessee's business and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental law or regulations applicable to the Buildings or Site.

19. **INSOLVENCY.** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee shall constitute a breach of this Lease by Lessee.

20. **DEFAULT.** In the event of any breach of this Lease, Lessor may, at its option, terminate the Lease and recover from Lessee:

- a. The worth at the time of award of the unpaid rent, which had been earned at the time of termination;
- b. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

- c. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and,
- d. Any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result there from.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

21. **SECURITY.** A security deposit of Eight Hundred Dollars (\$800.00) shall secure the performance of the Lessee's obligations and shall be paid upon execution of this Lease. Lessor may, but shall not be obligated to apply all or portions of the deposit on account for Lessee's obligations. Any balance remaining upon termination shall be returned to Lessee.

22. **DEPOSIT REFUNDS.** The balance of all deposits shall be refunded **WITHIN THREE (3) WEEKS** (or otherwise as required by law) from the date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

23. **ATTORNEY'S FEES AND COSTS.** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs.

24. **WAIVER.** No failure of Lessor to enforce any term of this Lease shall be deemed to be a waiver. No purported waiver of any provision of this Lease shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

25. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at 4094 St. Remy Court, Merced, California 95348, or to Lessor at 678 West 18th Street, Merced, California 95340, with a copy to City Attorney, City of Merced, 678 West 18th Street, Merced, California 95340 or at such other place as may be designated by the parties from time to time. Notice shall be effective FIVE (5) DAYS AFTER MAILING, or immediately upon personal delivery.

26. **HOLDING OVER.**

- a. Any holding over after the expiration of this Lease, with the written consent of Lessor, shall become a month-to-month tenancy at a monthly rent of One Thousand Dollars (\$1,000.00), and is payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party shall terminate the same by giving the other party THIRTY (30) DAYS WRITTEN NOTICE.
- b. In the event it becomes necessary for Lessor to evict Lessee from the Buildings and Site, Lessee agrees to reimburse Lessor for any and all costs and expenses, including attorney fees, and to be liable to Lessor for any and all damages, including damages Lessor incurs as to third parties under subsequent Lease Agreements for the Buildings or Site.
- c. Lessee agrees to waive any and all relocation benefits or payments that may arise due to the termination of this Lease.

27. **TIME.** Time is of the essence of this Lease.

28. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

29. **LESSOR'S LIABILITY.** In the event of a transfer of Lessor's title or interest to the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability; provided, that all deposits shall be transferred to the grantee.

30. **IMPROVEMENTS SUPPLIED BY LESSEE.** The Buildings and Site are supplied as is by Lessor. All improvements are to be supplied by Lessee, including but not limited to demising walls, lighting, floor and wall finishes, trade

fixtures or equipment, ceilings, and all other improvements shall remain in place and remain property of the Lessor upon termination of the Lease. Should Lessee desire any modifications, Lessee shall obtain all necessary permits and complete all building modifications utilizing current building codes. All improvements are subject to Lessor's written consent.

31. **COVENANTS AND AGREEMENTS.** There shall be no visible bars or grates over or behind any window visible from a public street or right-of-way. Any permanent signage must comply with City of Merced ordinances, must be of high quality materials, and shall not use tempera paint. Signage shall be installed consistent with Section 15 of this Lease. Lessee shall sweep or wash daily and otherwise keep clean the Site. Lessee agrees to paint over any graffiti that may occur within twenty-four (24) hours. If Lessee is in violation of any of the covenants and agreements, Lessor may enter and remedy the violation after forty-eight (48) hours of written notice. Lessee shall be responsible for reimbursing Lessor for actual costs incurred plus fifteen percent (15%) for any such action.

32. **TRIPLE NET.** This Lease is net of taxes, utilities, and insurance. Lessee's occupancy of Buildings and Site may give rise to a possessory interest tax, and Lessee agrees to pay such tax or other property taxes as may be levied.

33. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force or which may later be in force.

34. **LESSOR'S WARRANTY OF TITLE.** Lessor represents and warrants that:

- a. Lessor is or will be the sole owner in fee simple of the Site and the Buildings thereon and has full right and power to grant the estate demised and to execute and perform this Lease;
- b. The Buildings and Site will remain free and clear of all encumbrances that could adversely affect Lessee's leasehold estate; and
- c. The intended use of the Buildings and Site as stated herein is permitted by all applicable zoning laws and regulations.

35. **QUIET ENJOYMENT.** Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it

hereunder, Lessee shall peaceably and quietly have, hold, and enjoy the Buildings and Site for the term of the Lease without any encumbrance or hindrance by Lessor.

36. **INDEMNIFICATION.** Lessee shall save, protect, defend (with counsel selected by Lessor), and hold Lessor and its officers, officials, employees and agents harmless from and indemnify Lessor against any and all claims, demands, suits, judgments, costs, and expenses asserted by any person or persons, including agents or employees of Lessee or Lessor, by reasons of death or injury to persons, or loss or damage to property, including but not limited to claims for dangerous conditions of Lessor's property, resulting from Lessor's activities upon the Buildings and Site, or as a result of the Lessee's use of the Buildings and Site.

37. **DAMAGE.** Lessee shall be responsible for any damage to Lessor's Buildings and Site which may result from Lessee's activities conducted on the Premises.

38. **EXHIBITS.** The Exhibits attached hereto are incorporated herein by this reference as if set forth in full.

39. **COVENANTS.** The Lessee herein covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions.

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, disability, religion, sex, marital status, ancestry, or national origin in the Lease, sublease, transfer, assignment, use, occupancy, tenure, or enjoyment of the Buildings and Site herein leased nor shall the Lessee himself, or nay person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Buildings and Site herein leased.

40. **MISCELLANEOUS PROVISIONS.**

(a) *Entire Agreement.* This Lease represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Lease.

(b) *Section Headings.* The section headings contained in this Lease are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) *No Reliance on Other Parties.* All parties to this Lease declare that, prior to the execution of this Lease, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection in order that they might intelligently exercise their own judgment in evaluating the contents of this Lease and making the decision to execute it. The parties each represent and acknowledge that in executing this Lease, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Lease with regard to the subject matter, basis or effect of this Lease.

(d) *Construction.* The provisions of this Lease shall be liberally construed to effectuate its purpose. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Lease. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

(e) *Governing Law.* The validity and interpretation of this Lease shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws. Any action pursuant to this Lease shall be brought exclusively in state courts for Merced County.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

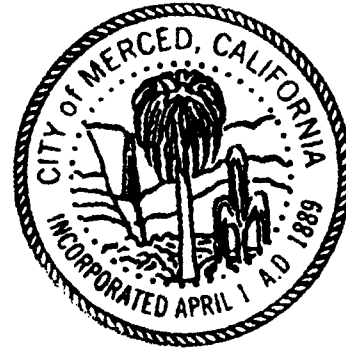
BY: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: Janet Fancou
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

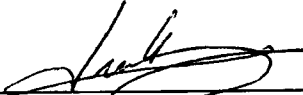
BY: Ken Byers 11/21/12
City Attorney Date



212397
ACCOUNT DATA:

BY: Rudley P. ...
Verified by Finance Officer
No funds to encumber as of 12-20-12
Mkt 25893 12/20/12 RG WK

LESSEE:
VIVATH BOUNLANGSY AND
SOMBOUN BOUNLANGSY

BY: 

Vivath Bounlangsy

BY: 

Somboun Bounlangsy

ADDRESS: 4094 St. Remy Court
Merced, CA 95348


TELEPHONE: (209) 385-0123

FAX _____ *N/A*

E-MAIL: vbounlangsy@yahoo.com

EXHIBIT A

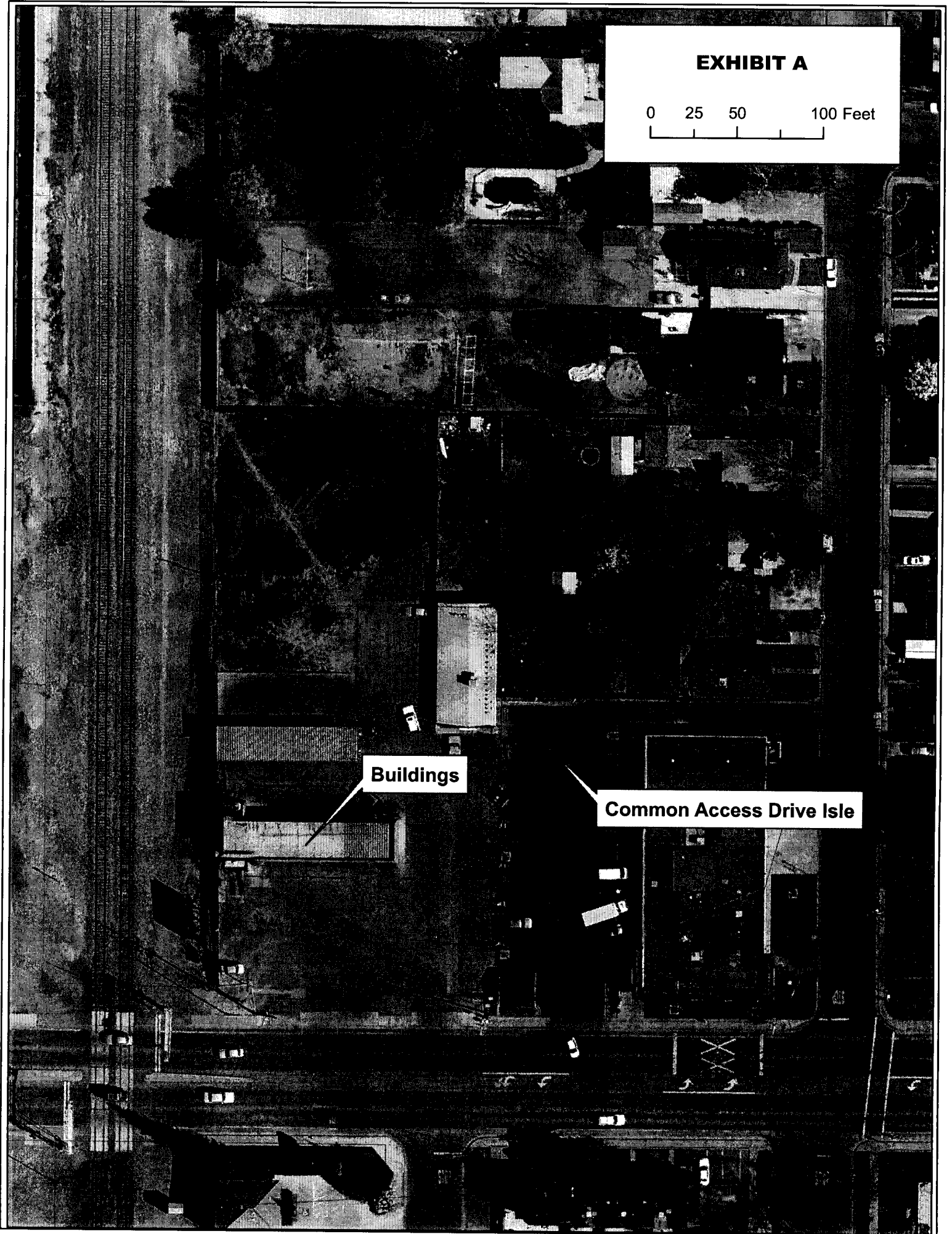
0 25 50 100 Feet



Buildings



Common Access Drive Isle



LEASE AGREEMENT

THIS LEASE made this 16th day of April 2012, by and between the City of Merced, a California Municipal Charter Corporation ("Lessor"), and Vivath Bounlangsy and Somboun Bounlangsy, whose address of record is 4094 St. Remy Court, Merced, California 95348 ("Lessee").

WHEREAS, The Lessor is the owner of the "New Tech Coin-O-Matic" located at 2330 "G" Street, on the southeast corner of "G" Street and BNSF railroad tracks, Merced, California (APN 034-011-002); and,

WHEREAS, Lessee operates a coin operated laundry at that location and desires to lease certain underlying real estate.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS:

a. "Buildings" is defined as the buildings and structures associated with coin operated laundry located at 2330 "G" Street, on the southeast corner of "G" Street and BNSF railroad tracks, Merced, California, and identified on the attached Exhibit A.

b. "Site" is defined as the area surrounding the buildings as identified on the attached Exhibit B.

c. "Parcel" is defined as the entirety of the parcel known as APN 034-011-002, less the portion of the parcel that will be utilized for the "G" Street Undercrossing Project.

2. RENT. Lessor agrees to offer the Buildings and Site located at 2330 "G" Street, Merced, California for lease, and Lessee agrees and accepts the offer of the lease for the monthly rent set forth in this Section and for all of the terms and conditions of this Lease. Rent shall be payable on the 1st of each month, in advance, and shall be in the following amounts:

Upon mutual execution of this Lease: \$650.00

Rent shall increase by three percent (3%) annually thereafter. Past due rents shall be paid in full within ten (10) days of the execution of this Lease. Non-payment of such past due rents shall result in default of the Lease.

All rents shall be paid to Lessor or its authorized agent at the following address: 678 West 18th Street, Merced, California, 95340, or at such other place as may be designated by Lessor from time to time. In the event rent is not paid within ten (10) days after the due date, Lessee agrees to pay a late charge of One Hundred Dollars (\$100.00) plus interest at twelve (12%) percent per annum on the delinquent amount. Lessee further agrees to pay One Hundred Dollars (\$100.00) for each dishonored bank check. The late charge period is NOT a grace period, and Lessor is entitled to make written demand for any rent not paid when due.

3. TERM. The term of this Lease shall commence upon mutual execution of this Lease and after Lessee provides to Lessor satisfactory evidence of hazard and liability insurance required by this Lease and pays the security deposit required by Section 23 of this Lease. This shall be a month-to-month lease and may be terminated by Lessee upon thirty (30) days written notice and by Lessor upon ninety (90) days written notice.

4. USE. The Buildings and Site are to be used for the operation of a coin operated laundry and related uses and for no other purpose without prior written consent of Lessor. Lessee shall not commit any waste upon the Buildings and/or Site, or any nuisance or act that may disturb the quiet enjoyment of any tenant of the Parcel.

5. USES PROHIBITED. Lessee shall not use any portion of the Buildings and Site for purposes other than those specified. Specifically, the following are excluded uses: pawn shops, tattoo parlors, skateboard shops, adult businesses, payday loan businesses, billiard or pool halls, dance halls, mobile food vendors, or bail bond businesses.

6. RESERVED.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet any portion of the Leased Space without prior written consent of the Lessor. Any such assignment or subletting without consent may, at the option of Lessor, constitute a breach of this Lease. Lessor reserves the right to assign this Lease without approval of Lessee.

8. ACCESS. Lessee acknowledges and agrees that all access will occur from 23rd Street.

9. MAINTENANCE, REPAIRS, ALTERATIONS. Unless otherwise indicated, Lessee acknowledges that the Buildings and Site are in good order and repair. Lessee shall, at its own expense, maintain the Buildings and Site in a good and safe condition, including plate glass, electrical wiring, trade fixtures and systems, plumbing and heating installations, and any other system or equipment. The Buildings and Site shall be surrendered at termination of the Lease in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, except the roof, exterior walls and structural foundations, which shall be maintained by Lessor.

10. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter the Buildings and Site at reasonable times and upon reasonable notice for the purpose of inspecting the Buildings and Site, and shall permit Lessor, at any time within thirty (30) days prior to the termination of this Lease, to place upon the Buildings any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the Buildings and Site to inspect the Buildings and Site at reasonable times.

11. LESSEE'S INSURANCE. Lessee, at its expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as follows: \$1 million combined personal injury and property damage.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor and its officers, officials, employees and agents as additional insureds. The policy shall require thirty (30) DAYS' WRITTEN NOTICE TO LESSOR PRIOR TO CANCELLATION OR MATERIAL CHANGE OF COVERAGE.

Lessee, at its expense, shall maintain on all its personal property, improvements, and alterations in, on, or about the Buildings and Site, a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, of at least 100% of their full replacement value. The proceeds from any such policy shall be used by Lessee first for the restoration of Lessee's improvements or alterations and any remaining amount for the replacement of personal property.

Lessor shall maintain on the Buildings a policy of standard fire and extended coverage insurance which shall name Lessee as an additional insured, but shall provide that any proceeds shall be payable to Lessor.

12. UTILITIES. Lessee shall be responsible for the payment of all electrical, gas, water, sewer, garbage services, and any other utility service for the Buildings.

13. BUSINESS LICENSE. Lessee shall maintain a valid, non-delinquent City of Merced Business License throughout the term of this Lease and shall timely file all required quarterly business license statements and timely pay all fees thereunder to the City of Merced Finance Department.

14. CAM/TAXES/INSURANCE. Lessee shall be responsible for the cleaning and maintenance of all space within the Buildings and Site. Lessee shall keep the Buildings and Site clean of dirt and debris. This Lease is net of taxes, utilities, and insurance.

15. SIGNS. Lessor reserves the exclusive right to the roof, side, and rear walls of the Buildings, except that signs may be erected by Lessee if in compliance with City of Merced ordinances and with prior review and written approval from Lessor as tenant improvements. Any installed sign on the Buildings or Site shall be of the highest quality materials and shall comply with City of Merced ordinances. In the event Lessee or Lessee's agents attaches any sign to the exterior of the Buildings, without the approval of the Lessor, Lessee agrees to cause the same to be removed upon the written request of Lessor, and repair the exterior, and the area under the former sign to be re-painted to match the color of the surrounding exterior.

16. ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the Buildings or Site at any time during the term of this Lease. If Lessee abandons or vacates the Buildings or Site, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Buildings or Site shall be deemed to be abandoned at the option of Lessor.

17. CONDEMNATION. If any part of the Buildings or Site is condemned for public use and a part remains which is susceptible for occupation by Lessee, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Leased Space remaining bears to

the total value of the Buildings and Site at the date of condemnation; provided, however, that Lessor may at its option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Buildings and Site are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease shall terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong solely to the Lessor.

18. **TRADE FIXTURES.** Any and all improvements made to the Buildings and Site during the term of this Lease shall belong to the Lessor. Lessee agrees to keep trade fixtures and equipment located on the property in good and reasonable working condition.

19. **DESTRUCTION OF BUILDINGS OR SITE.** In the event of a partial destruction of the Buildings or Site during the term of this Lease from any cause, Lessor shall promptly repair the Buildings or Site, provided that such repairs can be reasonably made **WITHIN THIRTY (30) DAYS**. Such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the Buildings or Site. If the repairs cannot be made **WITHIN THIRTY (30) DAYS**, this Lease may be terminated at the option of either party by giving written notice to the other party **WITHIN THE THIRTY (30) DAY PERIOD**.

20. **HAZARDOUS MATERIALS.** Lessee shall not use, store, or dispose of any hazardous substances upon the Buildings or Site, except the use and storage of such substances that are customarily used in Lessee's business and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental law or regulations applicable to the Buildings or Site.

21. **INSOLVENCY.** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee shall constitute a breach of this Lease by Lessee.

22. **DEFAULT.** In the event of any breach of this Lease, Lessor may, at its option, terminate the Lease and recover from Lessee:

- a. The worth at the time of award of the unpaid rent, which had been earned at the time of termination;

- b. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- c. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and,
- d. Any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result there from.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

23. SECURITY. A security deposit of One Thousand Two Hundred Dollars (\$1,200.00) shall secure the performance of the Lessee's obligations and shall be paid upon execution of this Lease. Lessor may, but shall not be obligated to apply all or portions of the deposit on account for Lessee's obligations. Any balance remaining upon termination shall be returned to Lessee.

24. DEPOSIT REFUNDS. The balance of all deposits shall be refunded WITHIN THREE (3) WEEKS (or otherwise as required by law) from the date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

25. ATTORNEY'S FEES AND COSTS. In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **WAIVER.** No failure of Lessor to enforce any term of this Lease shall be deemed to be a waiver. No purported waiver of any provision of this Lease shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

27. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at 4094 St. Remy Court, Merced, California 95348, or to Lessor at 678 West 18th Street, Merced, California 95340, with a copy to City Attorney, City of Merced, 678 West 18th Street, Merced, California 95340 or at such other place as may be designated by the parties from time to time. Notice shall be effective FIVE (5) DAYS AFTER MAILING, or immediately upon personal delivery.

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- a. In the event it becomes necessary for Lessor to evict Lessee from the Buildings and Site, Lessee agrees to reimburse Lessor for any and all costs and expenses, including attorney fees, and to be liable to Lessor for any and all damages, including damages Lessor incurs as to third parties under subsequent Lease Agreements for the Buildings or Site.
- b. Lessee has waived and continues to waive any and all relocation benefits or payments that may arise due to the termination of this Lease or from the completed "G" Street Undercrossing Project.

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- a. Lessor is or will be the sole owner in fee simple of the Site and the Buildings thereon and has full right and power to grant the estate demised and to execute and perform this Lease;
- b. The Buildings and Site will remain free and clear of all encumbrances that could adversely affect Lessee's leasehold estate; and
- c. The intended use of the Buildings and Site as stated herein is permitted by all applicable zoning laws and regulations.

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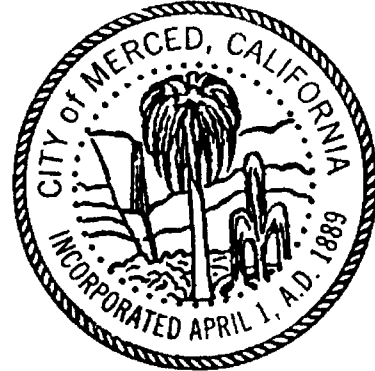
IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: John R. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 3/13/12
City Attorney Date

22163
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer

NO funds to encumber. MC 3/27/12

MR # 239162 3/26/12
✓

LESSEE:
VIVATH BOUNLANGSY AND
SOMBOUN BOUNLANGSY

BY: [Signature]
Vivath Bounlangsy

BY: [Signature]
Somboun Bounlangsy

ADDRESS: 4094 St. Remy Court
Merced, CA 95348

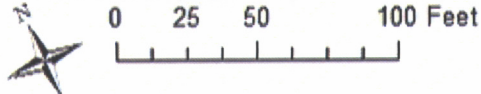
TELEPHONE: 209 385-0123

FAX

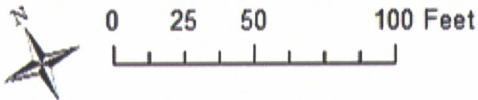
E-MAIL: vbounlangsy@yahoo.com

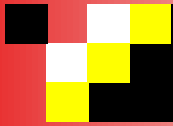
BUILDING

EXHIBIT A



SUBJECT SITE: APN 034-011-002





Pro Lube - 2322 "G" Street Proposal

Because we have such strong ties to Merced our goal for the Merced Location is to create a business that not only positively impacts a community that we love, but also a business that the community can be proud to welcome.

In the spirit of being a good business neighbor, we took inspiration from a lube center in Davis, CA that was recently constructed specifically (& rather successfully) to match the surrounding neighborhood.

Some of the design features that are specific to this standard:

- Elevation to compliment the underpass at G Street, including matching river rock façade.
- Cinder block wall along the adjoining property for noise suppression.
- Fenced community park (separate from dog run) that will be closed during non-business hours to help ensure it remains a safe & family-friendly park.
- Lot designed to accommodate an additional 25-35 cars at any given time to offset / absorb the estimated increase in traffic along 23rd & G Streets.
- Removal of the existing laundry facility to offset the foot traffic generated by the sandwich shop.
- Keeping the business closed at night, in addition to security personnel to keep our location safe, as well as from disrupting the neighborhood.
- Adding additional lighting (solar—if possible) along 23rd Street
- Making sure that all of our lighting is directed in a way that it will not disturb the neighbors.
- ± 80% of all water used by car wash / pet grooming will be reclaimed or recycled

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Pro Lube Merced


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We are proposing to rehab & upgrade the existing Car Wash and incorporate it into a flagship location for our Pro Lube Oil Change Business, which will also house our corporate office. In addition, we will offer a sandwich shop, public park area, public pet grooming center and dog run, staffed & maintained by 22-28 employees.

Our goal is to create a safe & relaxing atmosphere, in which the community can take care of their automotive needs by late 2015, early 2016.

Pet Grooming Center



Our self-service pet grooming center will be the only one in Merced!

This fenced center will feature warm water and shampoo choices for the comfort and safety of the pets, as well as featuring a separate fenced dog run where pets can air dry before getting back into the car .

Our Dog run will also feature a water station for the animals, as well as a doggie waste bag dispenser & receptacle. We will also treat the grass as needed to keep bugs, and odor from becoming harmful or unpleasant.

ATTACHMENT F

~ Site Plan Legend ~

- A. Existing Car Wash
- B. Existing Vacuums
- C. New Pet Grooming Center
 - ~ New Shampoo & Vacuum Islands
- D. New Pro Lube Oil Change Center
 - ~ Office
 - ~ Sandwich Shop (Subway)
- E. New Expanded Driveway & Monument
- F. Fenced and Gated Private Park
 - ~ Will only be open during business hours
- G. Covered & Enclosed Dumpster Areas
- H. New Dumpster Area
- I. New Future Detail / Retail Shop
- J. New Future Transmission Center
- K. New Pro Lube Storage



Pro Lube Merced

