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12341

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Street Name

K O O S E R

Street Type

R D

Tract Number

Sub Doc Type

B L

Doc Type

P L

Box Number

	Prepped By	Scanned By	Indexed By	Verified By
Initials	RT			
Date	06/06			

[redacted]

12341

1371 KOOSER RD

#12341V WHT

Best available

July 18, 1978

Planning Commission
The City of San Jose
San Jose, California

RE: Reciprocal Parking Agreement
Shopping Center
Kooser & Dellwood
San Jose

Dear Sir:

This letter shall confirm that the Reciprocal Parking Agreement between the Ford Holding Company (owners of parcel A-569-10-081) and Messrs. Pelleriti and Basso (owners of parcel B-569-10-078) is valid and in effect at this time. This Agreement, attached as Exhibit A, was recorded in Santa Clara County Recorder's Office in 1961 and states that:

> "The parties desire hereby to grant to each of the parties and their respective successors and assigns reciprocal easements and rights to use parking areas located upon the real property owned by the other..."

Under this provision, customers having business on Parcel B (see exhibit B) have the right to park in the parking areas of Parcel A and in any event have the use of no less than ten (10) spaces on Parcel A, should it be required.

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2. Upon 30 days advance written notice to the party owning the other building supported by the party wall, either party may remove the building upon the property owned by such party, taking reasonable precautions to minimize the damage to the wall, and to the building on the adjoining property, but without liability to the adjoining owner for the support of the wall or of the remaining portion of the building.

3. Until removal of either building from the wall, the parties shall share equally the cost of maintaining and repairing said wall. After removal of the building on the property owned by either of the parties, the party whose building has been removed shall not be liable for further maintenance costs, provided that if such party later erects on his property a new building which utilizes said party wall, such party shall thereafter share equally with the other party the costs of maintaining and repairing said wall.

4. In case of damage to or destruction of the party wall by fire or any other cause whatsoever, either party may rebuild or repair the same. If immediately after such rebuilding or repairing both parties utilize said wall, the cost of such rebuilding or repairing shall be borne equally by the parties. In the event only one of the parties utilizes said wall immediately after rebuilding or repairing thereof, such party shall bear the entire cost of such rebuilding or repairing, provided that if the other party later utilizes said wall, said other party shall, at the time such use commences, pay one-half of the cost of such rebuilding or repairing. In the event of such rebuilding, the wall shall be erected on the same line, shall be of the same size, and of the same of similar material and quality as the present wall. The failure of both parties to reconstruct said wall for a period of one year after total destruction or removal shall have the effect of terminating this agreement as it relates both to said party wall and to said parking areas. In any event the term of this agreement shall not extend beyond ninety-nine years from the date hereof.

5. The areas on both parcels of real property described in Exhibits A and B which are surfaced as parking areas at date hereof shall be subject to use by business patrons of the stores located in the buildings on both of said parcels as driveways and for parking the vehicles of such patrons while patronizing said stores.

6. Rules and regulations for the use of said parking areas shall be established by the mutual consent of the parties.

7. First Party shall, at its sole cost and expense, maintain in good order and repair the parking areas located on the real property described in Exhibit "A" and Second Party shall, at its sole cost and expense, maintain in good order and repair the parking areas located on the real property described in Exhibit "B", and each party shall make such improvements to their respective parking areas as may be reasonably necessary for the beneficial use of said parking areas by the customers of stores located on both parcels.

8. Each party shall, at its sole cost and expense, maintain public liability insurance against liability for damage or claims for damage to the persons or property of third persons in any way relating to their respective parking areas.

9. In the event of a dispute between the parties as to any provision hereof, the subject of such dispute shall be submitted to arbitration as follows: Each party shall select an arbitrator within 10 days after written request of either party, each of whom shall be authorized to act on behalf of the party selecting him. The two

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arbitrators so chosen shall forthwith meet and attempt to settle the dispute, but if they cannot agree upon a settlement within 30 days after their appointment, they shall select a third disinterested arbitrator. The three arbitrators so chosen shall forthwith meet and determine a solution to the dispute within 60 days after their appointment. The decision of all or a majority of the arbitrators, or the decision of the two first chosen, in the event they can agree, when rendered in writing, and signed by them, shall be and become the decision of the board or arbitrators and, when served upon the parties hereto, be conclusive upon them. The cost of such arbitration shall be borne equally by the parties hereto. The hearings of the board of arbitrators shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the date of the request by one of the parties for arbitration hereunder.

10. This agreement shall be recorded in the Office of the Recorder of the County of Santa Clara, State of California, to serve as notice to all persons dealing with the property which is the subject of this agreement that this agreement creates a continuing easement running with both parcels of real property described in Exhibits A and B hereof for the full term of this agreement as hereinabove set forth. This agreement shall at all times be construed as a covenant running with the land, and no part of the fee interest in the land underlying the party wall or the parking areas shall pass to or be vested in either party by virtue of the provisions hereof. In the event of the sale by either party of its interest in said real property, such party shall be fully discharged with respect to any further personal liability under the provisions hereof.

11. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other, shall be in writing. Such demand or notice shall be delivered personally or sent by prepaid registered or certified mail addressed to the respective parties at the respective business addresses of the said parcels described in Exhibits A and B, or at such other addresses as shall hereafter be communicated to either party in the manner herein prescribed for the giving of notice. Notice or demand by prepaid registered or certified mail addressed as aforesaid shall be deemed to be fully communicated upon the expiration of 48 hours from the time of mailing.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the day and year first above written.

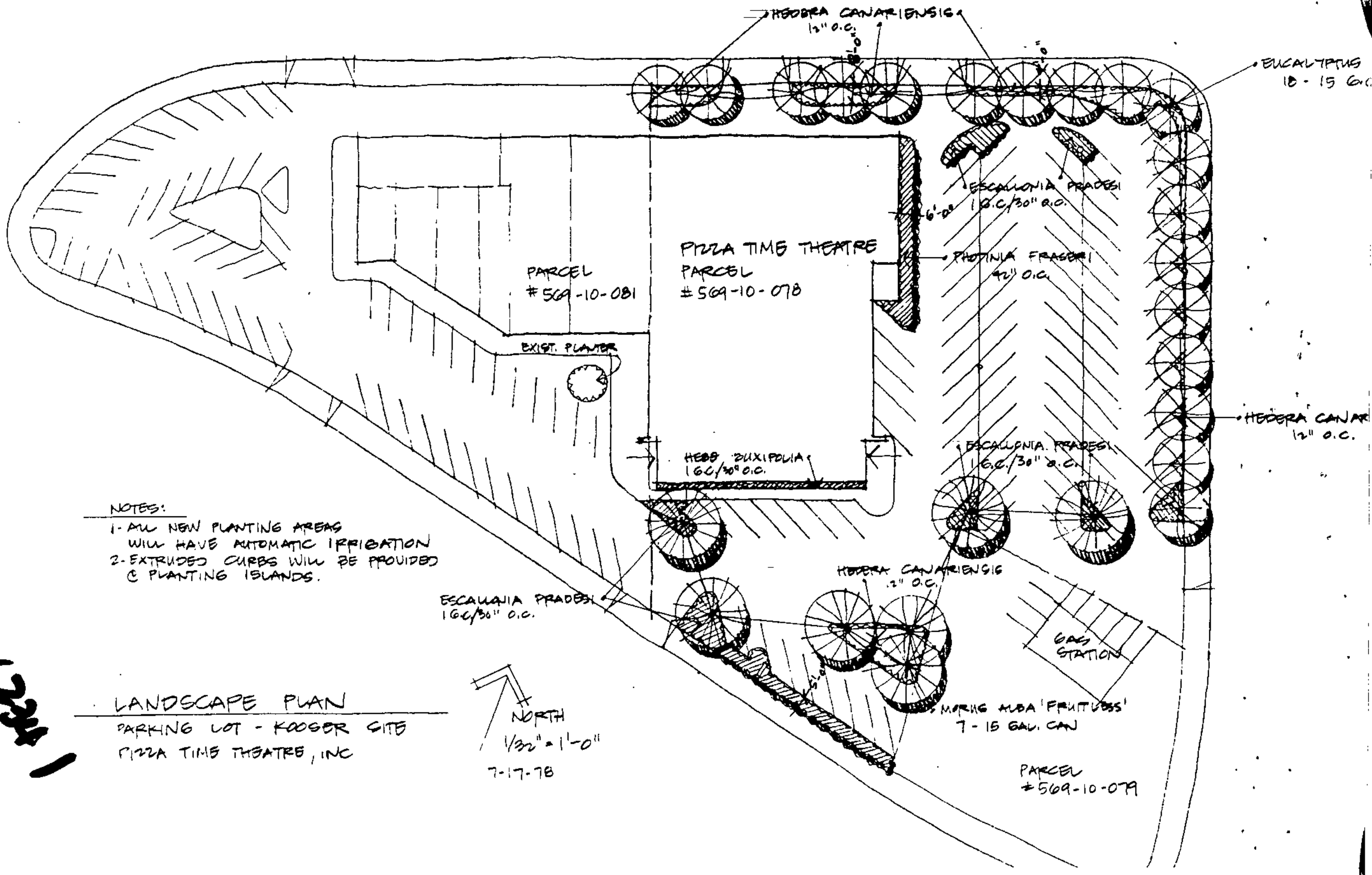
Consuelo B. Ford

Louis B. Ford, Jr.

Mary B. Ford
MARY B. FORD
FIRST PARTY

Glenn Sinclair
GLENN SINCLAIR
SECOND PARTY

1241



NOTES:

1. ALL NEW PLANTING AREAS WILL HAVE AUTOMATIC IRRIGATION
2. EXTRUDED CURBS WILL BE PROVIDED @ PLANTING ISLANDS.

LANDSCAPE PLAN

PARKING LOT - KOOSER SITE

PIZZA TIME THEATRE, INC

1 of 2

This letter agreement does not modify or affect in any way the rights and obligations of the parties to the original agreement.

Very truly yours,

Mr. E. B. Ford
Ford Holding Company
1591 Wawona Drive
San Jose, CA 95125
(Owner Parcel 569-10-081)

12341

August 23, 1978

Mr. Franklin A. Brown
Building Department
City of San Jose
San Jose, CA

Dear Mr. Brown,

This letter is in reference to our request for a building permit, plan check #15840, which is for a second Pizza Time Theatre at 1371 Kooser Road, San Jose.

This unit has the proper zoning, use, and has been approved by the Planning Commission and City Council for reciprocal parking and game usage.

This is our formal request for a building permit to proceed with restaurant construction prior to all the documents being received from the City Clerk's office indicating the approval for parking and conditional game use. We acknowledge and agree that we will not begin construction on the game areas until this formal paperwork is completed.

Thank you for your assistance.

Sincerely,

Gene N. Landrum

Gene N. Landrum
President

OK

GNL:nd

Attach: (1) Reciprocal Parking Agreement
(2) Letter from Ford on Parking
(3) Parking Utilization
(4) Site Plan

12341

Pizza Time Theatre, Inc. • 455 N. Bernardo Ave. • Suite A • Mountain View, CA 94043 • (415) 968-3861

Exhibit A

V83322

2070051

BOOK 5317 PAGE 1

AGREEMENT

BY THIS AGREEMENT, made this 6th day of September, 1961, between Consuelo B. Ford, Edward B. Ford, Jr., and Mary B. Ford, (hereinafter called "First Party") and Henry Sinton (hereinafter called "Second Party") it is hereby recited and agreed as follows:

Recitals:

(a) First Party owns that certain real property described in Exhibit A attached hereto and by this reference incorporated herein, upon which said real property is located a building divided into 6 stores and a parking area.

(b) Second Party owns that certain real property described in Exhibit B attached hereto and by this reference incorporated herein, upon which said real property is located a supermarket building and parking area.

(c) The parties desire hereby (i) to provide the terms of an agreement between themselves and their respective successors and assigns to establish certain reciprocal rights and obligations with respect to the common wall which stands upon the boundary line between the respective parcels of real property and which is a division wall between the above-described buildings owned by the parties; and (ii) to grant to each of the parties and their respective successors and assigns reciprocal easements and rights to use the parking areas located upon the real property owned by the other, subject to the terms and provisions hereof.

Agreements:

The parties agree as follows:

1. The wall between said buildings will be used by both parties as a party wall; provided, however, that the use of the wall by either of the parties hereto shall not be changed by modification of the building on either of said parcels until the party seeking to modify such building shall have first obtained the written consent of the other to such modifications, as to the engineering design and load to be placed upon the wall by virtue of such modifications, which such consent shall not be withheld unreasonably. The failure of either party to object in writing to such modification within 15 days after service upon it by the other party of written request for consent shall be of the same effect as if written consent had been given to such modification. The parties agree that the risk of any damage caused by modification of said wall or of the building on either side thereof, shall be borne by the party who causes such modification and such party shall indemnify and hold the other party harmless against any damage to such other party's property or damage to, or claims for damage to, the property or persons of third parties caused by or related to such modifications.

2. Parking

12341

PARKING UTILIZATION STUDY

KOOSER SHOPPING CENTER

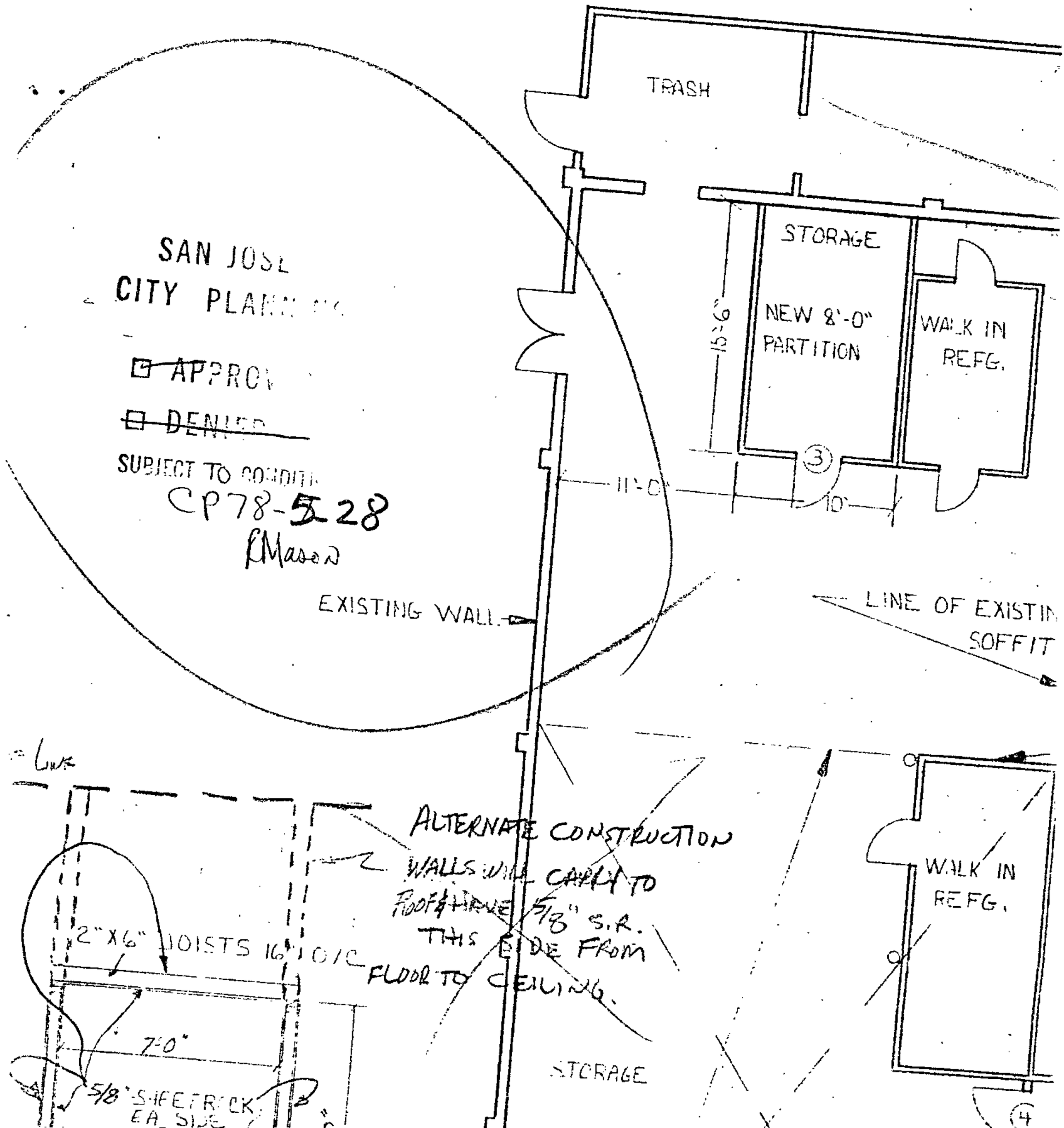
PARCEL 569-10-081

		12 Noon	5:00	5:30	6:00	7:00	8:00	9:00	Composite
Total Space Available		58	58	58	58	58	58	58	58
TUESDAY, July 18	No	28	33	35	43	47	37	34	37 (21)
	%	48%	57%	60%	74%	81%	64%	59%	63%
WEDNESDAY, July 19	No	22	28	40	50	44	42	35	37 (21)
	%	38%	48%	69%	86%	76%	72%	60%	63%
THURSDAY, July 20	No	20	30	31	30	35	37	30	30 (28)
	%	34%	52%	53%	52%	60%	64%	52%	52%
FRIDAY, July 21	No	27	35	35	53	56	52	47	44 (14)
	%	47%	60%	60%	91%	97%	90%	81%	75%
SATURDAY, July 22	No	22	25	24	31	33	35	30	29 (29)
	%	38%	43%	41%	53%	57%	60%	52%	49%
SUNDAY, July 23	No	19	21	23	22	27	23	18	22 (36)
	%	33%	36%	40%	38%	47%	40%	31%	38%
Composite By Time	No	23	29	31	38	40	38	32	33
	%	40%	49%	54%	66%	70%	65%	56%	57%
Parking Available		35	29	27	20	18	20	26	25

1221

	S/F FT.	SEATS	PARKING
THEATRE DINING	2368	152	40.8
ADULT DINING	1254	67	26.8
PRIVATE DINING	840	40	16.0
TOTALS	4462	259	102.6

12341



SAN JOSE
CITY PLANNING

☐ APPROVED

☐ DENIED

SUBJECT TO CONDITIONS

CP78-528

RMason

1371-73-75-77-79-81 Kooser
(+83) Bal 232

CITY OF SAN JOSE **BUILDING DEPARTMENT**

APPLICATION FOR BUILDING PERMIT

Date 4/5/, 1961 Permit No. 35776

Application is hereby made for a permit to bld

a 1 story, Type III-N (Sprinklered) Building

at 1371, 73, 75, 77, 79, 81 Kooser Rd

1371 Crown Super Mkt. only. sprinkled

to be occupied only as retail stores

in accordance with Plans, Specifications and Plot-plan filed herewith.

Estimated Value of Improvements, $250,000.

It is hereby agreed that the requirements of the San Jose Building and Zoning Ordinances and all other laws applicable to the construction, location, and use of buildings within the City of San Jose, will be complied with.

I certify that in the performance of the work for which this permit is issued I shall not employ any person in any manner so as to violate the workmen's compensation laws of California.

Owner MARKET Investment Corp Address 560 Mills Tower Blk. S.F.

By Hayward Concrete Const Co Address 25327 Hentwood Hay

Contractor, Agent

Form 280-1 1371-73-75-77-79-81 Kooser Market Inc. 53 St.

Cal Gas Co

1231

CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CA 95110
(408) 277-4000

September 28, 1978

Armondo Pelleriti
14 Carnoustie Drive
Novato, California

Resolution No. 50650 which granted a Conditional Use Permit No. CP 78-5-28 for a Allow Passive entertainment as an Auxiliary function of a Business Establishment(Pizza Parlor with Electronic Games) located at 1371 Kooser Rd., bet. Delwood Ave. & Stanwood Drive. was recorded by us on September 28, 1978, under Serial Number 6151741.

Permit No. 12341 V

12341

FRANCIS L. GREINER
CITY CLERK
CITY OF SAN JOSE

BY [signature]
Deputy

cc: Planning Dept.
cc: Building Dept.
(with Planning Commission Resolution)

CITY OF SAN JOSE
CALIFORNIA

CITY HALL

TELEPHONE 277-4424

CITY CLERK

November 28, 1978

Armondo Pelleriti
14 Carnoustie Drive
Novato, California

Resolution No. 50650 which granted a Conditional Use Permit

No. CP 78-5-28 for a Pizza Parlor with Electronic Games

located at 1371 Kooser Road

was recorded by us on Sept.28,1978, under Serial Number

6151741, Book D 984, Page 726.

12341

FRANCIS L. GREINER
CITY CLERK
CITY OF SAN JOSE

By [signature]

Legal Publications Desk

cc: Planning Dept.
cc: Building Department
(with Planning Commission Resolution)

TRACT NO: LOT NO:

ISSUED .....19.....	CITY OF SAN JOSE **BUILDING INSPECTION CARD**	TELEPHONE 277-4541

Post In A Conspicuous Place At Front Of Building

Location _____

Owner _____

Contractor _____

INSPECTIONS

Forms _____

Frame and Chimney _____

Stucco Mesh and Lath _____

Final Inspection _____

Work not to proceed beyond point of inspection until approved. No electrical wiring to be done until ductwork installed and frame is enclosed.
SEPARATE PERMIT APPROVALS required for electric, plumbing and gas installations.

Note UBC 1973

Slab Reinf. _____ Memb _____

Underfloor _____

Shear Nailing

Plywood _____

Drywall _____

Stucco _____

Fire Walls _____

Driveways & Garage Floor _____

INSPECTOR MUST BE GIVEN 24 HOURS NOTICE FOR EACH INSPECTION

280-602

1234

[redacted]

COPPLE & STIGGINS, Inc.
GENERAL CONTRACTORS

E. P. FINNEGAN
PROJECT MANAGER

1570 NORTH FOURTH ST., SAN JOSE, CA 95112
TELEPHONE (408) 288-9722

12341

12341

SAN JOSE FIRE DEPARTMENT
476 PARK AVENUE
SAN JOSE, CA. 95110

PLAN CORRECTION DIRECTIVE

TELEPHONE
(408) 277-5357

Job Location

Address: 1371 [illegible]

Cross Street:

DBA:

(Proposed use of building)

Date: 11-1-78

Occupancy Group A-3

Construction Type III-N (1H)

As defined by Title 19, California Administrative Code Fire Marshal Regulations

Fire Zone:

☐ New ☒ Alteration

Drawings Dated [illegible] ☐ Addition ☐

Owner/Occupant

Building:
☐ Owner
☐ Occupant

Mailing Address: [illegible] A

City, State, Zip Code: [illegible]

Building Owner Phone: 968-3861

Contractor

Firm Name:

Mailing Address:

City, State, Zip Code:

Contractor Phone:

Job Description: Interior [illegible]

Area: 19,152 Sq. Ft.

Occupant Load: 250 [illegible] - Dining
350 [illegible]

The Following Corrections Shall Be Made On All Drawings:

SHEET	CODE/SECTION	NO.	
1	UBC/3301(j)	1	Place occupant identification signs as follows: Theater Dining - 14[illegible] Persons; Adult Dining - 60 Persons; Private Dining - 50 Persons; Games Room - 350 Persons
1	UBC/3304(h)	2	Doors Type 3 on rear and corridor shall be provided with closers.
1	FPC/14.3	3	Alter sprinkler system as necessitated by new partitions and ceilings.
	SJMC/3101	4	Obtain Place of Assembly permit from this office.
	UBC/3312(a)	5	Exits shall be illuminated at any time the building is occupied with light having an intensity of not less than one foot candle at floor level.
	UBC/3312(b)	6	Exit signs are required above every exit doorway and wherever required to clearly indicate the direction of egress.
	UBC/3312(c)	7	Separate circuits, one of which shall be separated from all oter circuits in the building and independently controlled are required for exit signs and exit illumination.

This supersedes previous Plan Correction Directive dated August 8, 1978 and reflects revised occupant load limitations, and new partitions.

12341

c.c. ☐ Boiler Section
☐ Electrical Section
☒ Owner/Occupant
☐ Contractor
☐

Reviewed by E.T. Schnelckert, Capt.

Approved by P.G. Haag, P.E.

Building File: ☐ Prevention Bureau ☐ Suppression Bureau

Bldg. Permit No.

Plan Check No. 12857 X

Architect/Designer

Phone:

Firm Name:

Mailing Address:

City, State, Zip Code: Menlo Park, CA

(The above address will appear in envelope window)

SAN JOSE FIRE DEPARTMENT
476 PARK AVENUE
SAN JOSE, CA. 95110

PLAN CORRECTION DIRECTIVE

TELEPHONE
(408) 277-5357

Job Location

Address: 1271 Kooser Road

Cross Street: [illegible]

DBA: Pizza Time Theater
(Proposed use of building)

Date: August 8, 1978

Occupancy Group: B-2 (As defined by Title 19, California Administrative Code, Fire Marshal Regulations)

Construction Type: [illegible]

Fire Zone: 2 ☐ New ☒ Alteration

Drawings Dated: _____ ☐ Addition ☐

Owner/Occupant

Building:
☐ Owner
☒ Occupant: Grace Tilden

Mailing Address: 455 N. Bernardo Suite A

City, State, Zip Code: Mountain View, CA 94043

Building Owner Phone: 968-2861

Contractor

Firm Name:

Mailing Address:

City, State, Zip Code:

Contractor Phone:

Job Description: Alter Supermarket to Restaurant

Area: 19,152 Sq. Ft.

Occupant Load: 307 Persons

The Following Corrections Shall Be Made On All Drawings:

SHEET	CODE/SECTION	NO.	
1	UBC/3301(j)	1	Post Occupant Limitation signs as follows: Theater Dining - 158 Persons Adult Dining - 71 Persons Private Dining - 56 Persons
1	UBC/3304(h)	2	Doors Type 3 on rear exit corridor shall be provided with closers.
1	FPC/14.3	3	Alter sprinkler system as necessitated by new partitions and ceilings. Submit shop drawings to this office for approval and permits.
	SJMC/3101	4	Obtain Place of Assembly permit from this office.

12341

This supersedes previous Plan Correction Directive dated July 20, 1978 and reflects revised occupant load limitations.

277-5357

c.c. ☐ Boiler Section
☐ Electrical Section
☒ Owner/Occupant
☐ Contractor
☐

Reviewed by: P.G. Hom / P.E.

Approved by: P.E.

Building File: ☐ Prevention Bureau ☐ Suppression Bureau

Bldg. Permit No.:

Plan Check No.: 15840

Architect/Designer

Phone:

Firm Name: Design Templates

Mailing Address:

City, State, Zip Code: Menlo Park, CA

(The above address will appear in envelope window)

SAN JOSE FIRE DEPARTMENT
476 PARK AVENUE
SAN JOSE, CA. 95110

PLAN CORRECTION DIRECTIVE

TELEPHONE
(408) 277-5357

Job Location

Address: 1371 Kooser Road

Cross Street: [redacted]

DBA: Restaurant
(Proposed use of building)

Date: July 20, 1978

Occupancy Group: [redacted]

Construction Type: [redacted]

(As defined by Title 19, California Administrative Code Fire Marshal Regulations)

Fire Zone: 1

☐ New ☒ Alteration

Drawings Dated: _____ ☐ Addition ☐

Owner/Occupant

Building:
☐ Owner
☒ Occupant: Pizza Time Theater

Mailing Address:
City, State:
Zip Code:
Building Owner Phone:

Contractor

Firm Name: Gen Landrum

Mailing Address: 485 N. Bernardo Suite A

City, State, Zip Code: Mountain View, CA 94043

Contractor Phone: 968-3861

Job Description: Alter [illegible] to Restaurant

Area: 19,152 Sq. Ft.

Occupant Load: 285 Persons

The Following Corrections Shall Be Made On All Drawings:

SHEET	CODE/SECTION	NO.	
1	UBC/3301(d) /3301(e)	1	Theater dining area shows more seats than permitted by floor area. If fixed seating is to be used, submit plan for approval.
1	UBC/3301(j)	2	Post Occupant Limitation signs as follows: Theater Dining - 136 Persons Adult Dining - 71 Persons Private Dining - 56 Persons
1	UBC/3304(h)	3	Doors Type 3 on rear exit corridor shall be provided with closers.
1	FPC/14.3	4	Alter sprinkler system as necessitated by new partitions and ceilings. Submit shop drawings to this office for approval and permits. (2 copies)
	SJMC/3101	5	Obtain Place of Assembly permit from this office.

pgd!

277-5357

c.c. ☐ Boiler Section
☐ Electrical Section
☒ Owner/Occupant
☐ Contractor
☐

Architect/Designer Phone: _____

Firm Name: [redacted]

Mailing Address:

City, State, Zip Code: Menlo [illegible]

(The above address will appear in envelope window)

Reviewed by: P.G. Hans / P.E.

Approved by: [illegible] P.E.

Building File: ☐ Prevention Bureau ☐ Suppression Bureau

Bldg. Permit No. _____

Plan Check No. [illegible]840